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

AGENDA
June 4, 2025 @ 9:30 a.m.

***NOTE* CHANGE IN VENUE**

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

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

BOARD OF DIRECTORS

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

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the board

WELCOME GUESTS

HOST COUNTY REMARKS

Mandy Hines, DeSoto County Administrator

PUBLIC COMMENTS

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

CONSENT AGENDA

1. Minutes of April 2, 2025, Board of Directors' Meeting
2. Public Hearing for FY 2026 Authority Budget for August 6, 2025
3. Mid-Year Financial Status and Semi-Annual Investment Reports for FY 2025
4. Resolution 2025-06 - PNC Line of Credit Extension
5. Phase 3C Regional Interconnect - Pipeline Easements
6. RV Griffin Reserve Amended Cattle Grazing/Haying Lease

REGULAR AGENDA

1. Water Supply Conditions Report
2. 2025 Legislative Update
3. Integrated Regional Water Supply Plan 2025
4. 5-Year Capital Improvement Plan & 20-Year Capital Needs Assessment (2026-2045)
5. 2025 Project Financing Package 1
6. Peace River Facility Expansion Design-Build Services Contract Amendment #2

GENERAL COUNSEL'S REPORT

1. Charlotte County Model Airplane Club Agreement
2. Phase 2B Regional Interconnect Easement – Myakka Island Point Preserve

EXECUTIVE DIRECTOR'S REPORT

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for March and April 2025
3. Peace River Regional Reservoir No. 3 (PR3) Project
4. Regional Integrated Loop System Phase 2B Interconnect Project
5. Regional Integrated Loop System Phase 3C Interconnect Project
6. Peace River Facility Expansion Project
7. Partially Treated Surface Water ASR Project
8. Peace River Basin Report

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

BOARD MEMBER COMMENTS

PUBLIC COMMENTS *(if necessary)*

Individuals who previously submitted a 'request to speak' card to the Authority's recording clerk and there was inadequate time during the initial Public Comments item for them to speak on non-Voting Agenda Items will be given three (3) minutes per person to speak on such item.

ANNOUNCEMENTS

Next Authority Board Meeting & FY 2026 Budget Public Hearing
Wednesday, August 6, 2025 @ 9:30 a.m.
Manatee County Administration Center
Honorable Patricia M. Glass Chambers
1112 Manatee Ave West, Bradenton, FL

Future Authority Board Meetings
October 1, 2025 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, FL
December 3, 2025 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, FL

ADJOURNMENT

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

CONSENT AGENDA
ITEM 1

Minutes of April 2, 2025, Board of Directors Meeting

Recommended Action - **Motion** to approve the minutes of the April 2, 2025, Board of Directors Meeting.

Draft minutes of the April 2, 2025, Board of Directors Meeting are provided for approval.

Attachments:
Draft minutes of April 2, 2025, Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak St, Arcadia, FL

April 2, 2025

Board Members Present:

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

Staff Present:

Richard Anderson, Executive Director
Doug Manson, General Counsel
Jim Guida, Water Resources & Planning Director
Mike Knowles, Engineering Director
Katie Gilmore, Operations Director
Rachel Kersten, Executive Assistant & Agency Clerk

Others Present:

A list of others present who signed the attendance roster for this meeting is filed with the Authority's permanent records.

CALL TO ORDER

Commissioner Tiseo called the meeting to order at 9:30 a.m.

INVOCATION

Commissioner Langford offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

Commissioner Tiseo welcomed guests.

HOST COUNTY REMARKS

County Administrator Mandy Hines offered the host remarks and welcomed everyone to DeSoto County.

PUBLIC COMMENTS

Public comments were made by Adeline Howard and Orvell Howard.

CONSENT AGENDA

1. **Approve Minutes of February 6, 2025, Board of Directors' Meeting**
2. **Approve Resolution 2025-03 'Recognition of the Month of April as Water Conservation Month'**
3. **Approve Resolution 2025-04 'Recognition of National Drinking Water Week'**
4. **Approve Award of Contracts for Purchase of Water Treatment Chemicals**
5. **Approve Property Insurance Renewal for Authority Facilities**
6. **Approve Phase 2B Regional Interconnect Amended Resolution of Necessity for Pipeline Easements**
7. **Approve Phase 2B State Forestry Parcel Easement**
8. **Approve Treatment Trains 7 & 8 (Plant 4) Rehabilitation Project - Phase 2**
9. **Approve Peace River Facility Expansion - Design Amendment #1 Wharton-Smith**
10. **Approve Declaration of Surplus**

Mr. Anderson brought to the Board's attention that an update had been made to Consent Item 5, 'Property Insurance Renewal for Authority Facilities'. The amount posted on the item cover in the Board packet and sent to commissioners was incorrect. The correct amount is $729,346.

Motion was made by Commissioner Langford, Seconded by Commissioner Cutsinger to approve and accept the changes to Consent Agenda Item 5. Motion was approved unanimously.

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

REGULAR AGENDA

1. Water Supply Conditions Report

Katie Gilmore presented the Water Supply Conditions at the Peace River Facility as of March 16, 2025 for the Board's information.

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

March Water Demand	30.95 MGD
March River Withdrawals	29.85 MGD
Storage Volume:	
Reservoirs	6.68 BG
ASR	8.81 BG
Total	15.49 BG

Ms. Gilmore noted that the Authority and several other regional customers are participating in a free chlorine conversion process. Commissioner Tiseo asked if there was an industry standard for the frequency of this conversion and if there were high costs to participate. Ms. Gilmore explained that some customers do so annually, but the last time the Authority did this conversion was three years ago, so they felt it was time. There is no real industry standard beyond that for timing, and the cost involved is negligible.

2. 2025A/B/C Bond Financing – Request to Proceed

Ann Lee along with Natalie Sidor, Senior Managing Director, Public Resources Advisory Group presented on this item and requested Board authorization to move forward with finalizing long-term funding for the Phase 2B Regional Interconnect and portions of the Surface Water Supply Expansion Project (SWSEP), in conjunction with potential refunding of portion of the 2015 Bonds to take advantage of economies of scale. The funding for Phase 2B and the SWSEP are currently coming from the Authority's Capital Project Line of Credit and SWFWMD Cooperative Funding proceeds. The anticipated bond amount for the Phase 2B Regional Interconnect is approximately $53.17 million, the anticipated amount for package #1 of the SWSEP are $280.3 million.

Based on the board's previous questions, Ms. Lee added clarification on reporting annual gains and losses. Commissioner Custinger noted that we are seeing exceptional savings. Commissioner Tiseo asked about the Line of Credit extension fees with PNC Bank. Nick Ayotte with PNC, who was attending as the audience, stood and addressed the commissioner's comment and stated that PNC would not be charging extensive fees. Commissioner Bearden asked if there was a penalty for paying off this line of credit early. Ms. Lee confirmed that there are no penalties for early pay off.

Motion was made by Commissioner Cutsinger, seconded by Commissioner Langford to approve and authorize staff to proceed on the 2025 A/B/C Bonds. The motion was approved unanimously.

3. Integrated Regional Water Supply Plan 2025 Update

Jim Guida explained that consistent with the Authority's Strategic Plan, the Authority updates its Integrated Regional Water Supply Plan every five (5) years to ensure that we understand the future needs of the region and the probable supply sources, system improvements (such as interconnections) and operational management programs required to effectively meet Customer needs. The Integrated Regional Water Supply Plan (IRWSP) 2025 Update will build upon the Authority's 2020 IRWSP. Work on the 2025 IRWSP was initiated in October 2023 with Carollo Engineers and is scheduled for completion in early summer 2025. The Authority's IRWSP 5-year update schedule corresponds with the latest Southwest Florida Water Management District's Regional Water Supply Plan (RWSP) update that is also scheduled for completion in 2025 and will be integrated into that RWSP.
IRWSPs updates include:

- Projected water supply demands for the region
- An inventory of current/potential sources and capacities
- Regional transmission pipelines/interconnects and hydraulic modeling; and
- Water conservation and beneficial reuse

At the April Board Meeting, Authority and Carollo staff updated the Board on the overall project status and presented water supply demand projections. At the June Board Meeting, a presentation regarding the

remainder of the IRWSP 2025 Update and a request for the Board's acceptance of the plan will be provided.

4. Draft 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment

Mike Knowles presented on the Authority's draft 5-Year CIP and 20-Year CNA document. He explained that this document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over the 20-year planning period pursuant to the Integrated Regional Water Supply Plan 2020 Update and Draft 2025 Update. Capital planning drives the planning, design, and construction of significant infrastructure projects forecasted to serve the region's needs. These projections must be coordinated with financial planning, selection of engineering consultants, and acquisition of internal resources to complete these projects by the time they are needed. There are two schedule horizons in the Authority's capital planning efforts: the 5-Year Capital Improvements Plan (CIP), which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA), which includes the 5-Year CIP and also looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2026 through FY 2030 currently includes the following:

Regional Transmission Projects	$28,784,095	4.4%
Water Supply Projects	$618,781,536	93.9%
Other Projects	$11,172,500	1.7%
Total	**$658,738,131**	**100%**

And the 20-Year CNA, beginning in FY 2026 through FY 2045, includes the following:

Regional Transmission Projects	$264,899,439	22%
Water Supply Projects	$890,761,536	75%
Other Projects	$39,957,600	3%
Total	**$1,195,618,575**	**100%**

Capital planning has also identified $112 million in offsetting cooperative grant funding opportunities for projects within the 5-year CIP projects based upon past generous participation by the Southwest Florida Water Management District, the Florida Department of Environmental Protection (Alternative Water Supply Grant), and the State of Florida Appropriations.

5. SWSEP Update & Reservoir Pumping Station Early Works Package to Archer Western

Mr. Knowles presented the SWSEP update and early works package for the reservoir pumping station. He reviewed that the current Board-approved water supply project to meet member demands is the Surface Water Supply Expansion Project (SWSEP), consisting of the Peace River Regional Reservoir No. 3 (PR3) Project and the PRF Expansion Project. The PR3 Project is comprised of a new 9-billion-gallon reservoir, a new 258 MGD river intake pump station, a new reservoir pump station, and conveyance piping connecting these new components to the Authority's existing facilities. At the October 4, 2023, Board meeting, Archer Western Contractors, LLC was selected as the Construction Management at-Risk (CMAR) Contractor to provide (1) Phase I Preconstruction Services, and (2) Phase II Construction Services for the PR3 Pumping and Conveyance Facilities (new river pump station, new reservoir pump station and conveyance piping associated with the PR3 Project).

The PR3 Reservoir Pump Station Early Works Package Scope and Fee are intended to take advantage of the foundation work for the Reservoir Pump Station in the drier months resulting in 4 months off the overall timeline. The Reservoir Pump Station Early Works Package fee is $6,273,304, which includes $510k in contingencies and allowance. The schedule for bringing the final constriction guaranteed maximum price amendment to the Board for consideration is August 2025.

Motion was made by Commissioner Cutsinger, seconded by Commissioner Bearden, to approve the Construction Agreement between the Authority and Construction Management At-Risk (CMAR) for the Peace River Regional Reservoir No. 3 (PR3) Reservoir Pump Station Early Works Package in the amount not to exceed $6,240,320. The motion was approved unanimously.

6. PR3 HDR Contract Services Amendment #4 for CEI Services

Mr. Knowles reviewed the background of the PR3 project. He stated that the Siting and Feasibility Phase Study (Work Order No. 1) for the Peace River Regional Reservoir (PR3) was complete, and the Consultant, HDR presented their findings and recommendations for the sizing, siting, and configuration of the project components to the Board at the December 1, 2021, meeting. Work Order No. 2 'Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting, and Third-Party Review' advanced the project through the preliminary design phase and included geotechnical, surveying, and bathymetry investigations to inform the development of the design documents and the Environmental Resource Permit (ERP) Permit application. The Final Design and Permitting Phase (Work Order No. 3) included design progression for construction document development, permitting activities associated with permits submitted as part of Work Order No. 2, and coordination with Authority contractors and owner's representatives as needed.

Mr. Knowles continued that the Peace River Reservoir No. 3 (PR3) – The CEI services for Reservoir No. 3 (PR3) project represents the 4th work order for HDR and will involve the progression of design for construction-ready document development and permitting activities, continuing work initiated in previous orders and coordinating with the Authority's contractors and representatives as needed. The project will address the construction of components by different contractors under varying procurement methods, following parallel or sequential timelines. The CEI services for the Peace River Reservoir No. 3 (PR3) Project will ensure that all work is carried out in strict accordance with approved plans and specifications, proactively identifying and resolving any issues that could lead to delays or claims. The primary focus is to support the construction of critical project components, including Reservoir No. 3, the River Intake Pump Station, Reservoir No.1 Pump Station, Conveyance Pipelines and the Wetland Restoration project.

Motion was made by Commissioner Cutsinger, seconded by Commissioner Langford to approve and authorize the Executive Director to execute Work Order No. 4 - 'Peace River Regional Reservoir (PR3) Construction Phase' Services, in the amount of $3,605,309.00. The motion was approved unanimously.

TENTATIVE BUDGET FOR FY 2026

1. Tentative Budget for FY 2026

Ms. Lee presented the Authority's Tentative Budget for FY 2026 in the amount of $285,001,509. The Tentative Budget will be posted on the Authority's website and distributed for continued review by Authority members, customers, and the public. A public hearing is scheduled for the adoption of the final budget for FY 2026 during the regularly scheduled Board meeting on August 6, 2025.

Motion was made by Commissioner Langford, seconded by Commissioner Bearden to approve the Tentative Budget for FY 2026 in the amount of $285,001,509. The motion was approved unanimously.

2. Resolution 2025-05 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2026'

Ms. Lee explained that Resolution 2025-05 would formalize the Board's adoption of the Tentative Budget for FY 2026 and establish the intent to set rates, fees and charges based upon the tentative budget as presented. A public hearing is scheduled for the Board to adopt the final schedule of rates, fees and charges for FY 2026 during the regularly scheduled Board meeting on August 6, 2025.

Motion was made by Commissioner Langford, seconded by Commissioner Cutsinger to approve Resolution 2025-05 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2026'. The motion was approved unanimously.

GENERAL COUNSEL'S REPORT

Mr. Manson had no further updates to the Board.

EXECUTIVE DIRECTOR'S REPORT

Mr. Anderson had no further updates to the Board.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board comments.

PUBLIC COMMENTS

No additional public comments were made.

ANNOUNCEMENTS

Next Authority Board Meeting
Wednesday, June 4, 2025 @ 9:30 a.m.
Sarasota County Administration Center
Commission Chambers, First Floor
1660 Ringling Boulevard, Sarasota, FL

Future Authority Board Meetings
August 6, 2025 @ 9:30 a.m. – Manatee County Administration Center, Bradenton, FL
October 1, 2025 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, FL
December 3, 2025 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, FL

ADJOURNMENT

With no further business before the Board, the meeting adjourned at 10:50 a.m.

Commissioner Joe Tiseo
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

CONSENT AGENDA
ITEM 2

Public Hearing for FY 2026 Budget for August 6, 2025

Recommended Action -

Motion to Set a Public Hearing for FY 2026 Budget for August 6, 2025, at 9:30 a.m., Manatee County Administration Center, Honorable Patricia M. Glass Chambers, 1112 Manatee Ave West, Bradenton, Florida.

A public hearing to consider the Authority's FY 2026 Budget will be held during the Authority's regularly scheduled meeting on August 6, 2025, at 9:30 a.m., Manatee County Administration Center, Honorable Patricia M. Glass Chambers, 1112 Manatee Ave West, Bradenton, Florida.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

CONSENT AGENDA
ITEM 3

Mid-Year Financial Status and Semi-Annual Investment Reports for FY 2025

Recommended Action -

Motion to receive and file 'Mid-Year Financial Status Report for FY 2025'.

Motion to receive and file 'Semi-Annual Investment Report' [March 31, 2025].

a. Receive and File Mid-Year Financial Status Report for FY 2025

Mid-Year Financial Status Report for FY 2025 is provided for the Board to receive and file.

b. Receive and File 'Semi-Annual Investment Report' [March 31, 2025]

'Semi-Annual Investment Report' [March 31, 2025] is provided for the Board to receive and file.

Attachments:
Tab A Mid-Year Financial Status Report for FY 2025
Tab B Semi-Annual Investment Report [March 31, 2025]

TAB A
Mid-Year Financial Report for FY 2025

MEMORANDUM

June 4, 2025

TO: Board of Directors
Peace River Manasota Regional Water Supply Authority

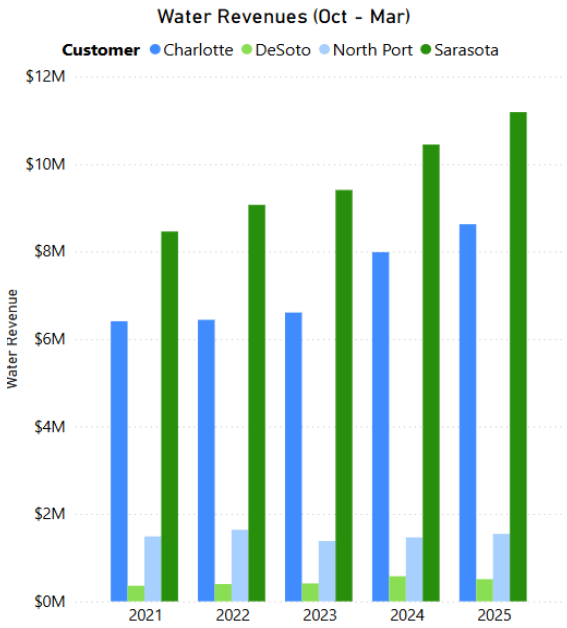
THRU: Richard Anderson
Executive Director

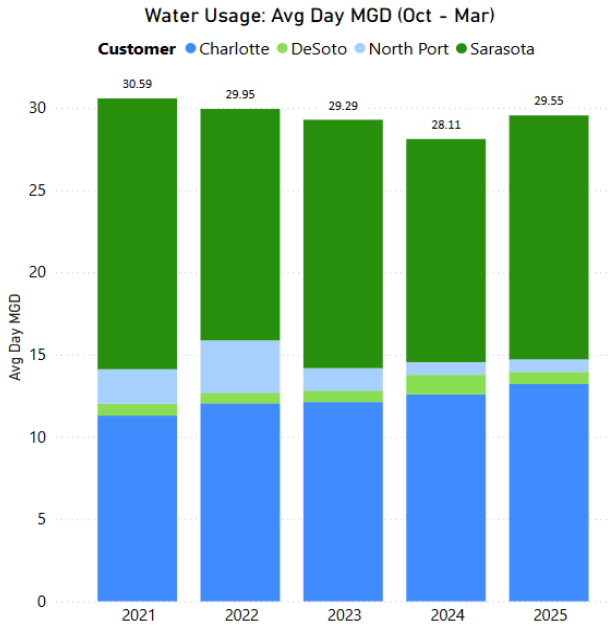
FROM: Ann Lee, MBA, CGFO
Finance & Budget Senior Manager

SUBJ: Mid-Year Financial Report for Fiscal Year 2025

Revenues

As of March 31, 2025, the Authority's total revenues (prior to budgeted internal and external transfers) were $35.55 million, which is 15% of the $255.9 million allocated by the approved budget for FY25. Water sale revenues were $21.86 million, which is 48% of the $45.7 million budgeted and represents an increase over the water sales from prior year of $1.4 million. In terms of average millions of gallons per day (MGD) of water sold, the Authority's FY25 rolling year to date average was 29.52 MGD compared with a rolling year to date average of 28.27 for FY24 through March.

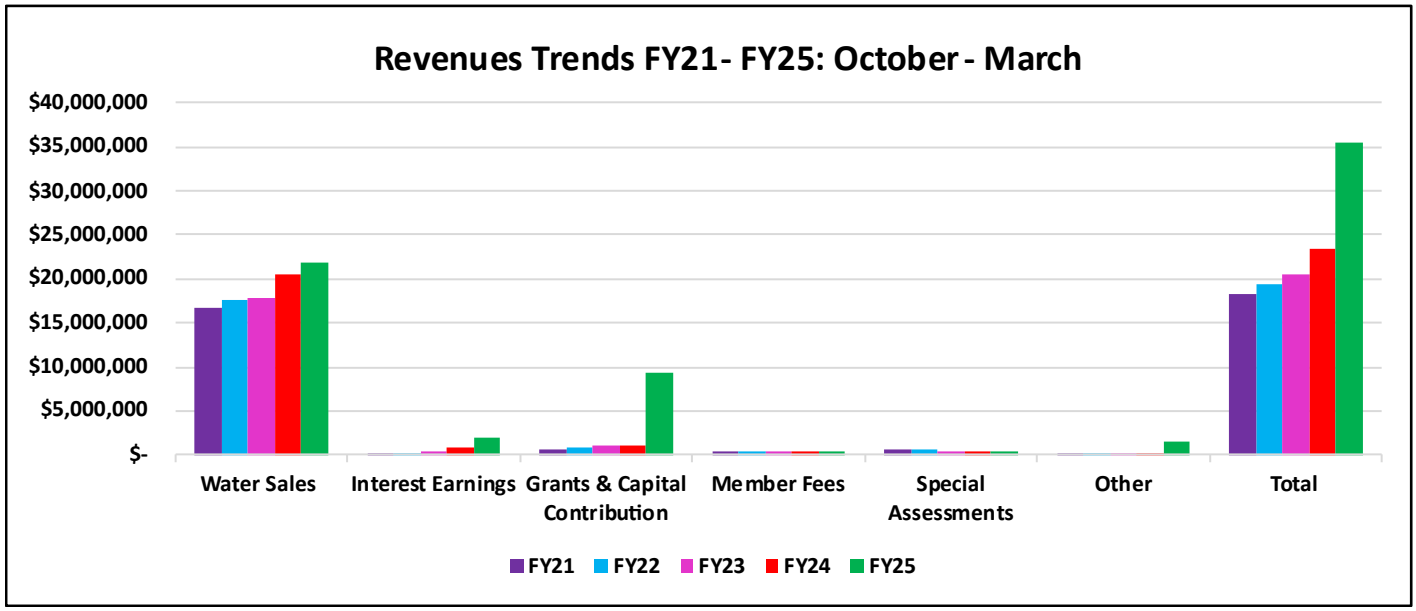




In terms of non- water revenues, the Authority earned just over $1.8 million in interest earnings, which is an increase of $1.124 million from the previous year for the same time period. The

Authority has collected $507k in member fees, $475k in planning assessments and $465k of system wide benefit project contributions as budgeted. Total grant revenues (SWFWMD and DEP) were $8.8 million, which is reflective of reimbursement requests submitted for FY25 eligible expenses. Other Authority revenues collected through March 31, 2025 include $25k in rental income from our tenants as well as $1.45 million in miscellaneous revenues, primarily from the Charlotte County Parallel Pipe (non-Authority asset).

The following graphic represents the Authority's revenues trends on a per revenue stream basis for the last five fiscal years.

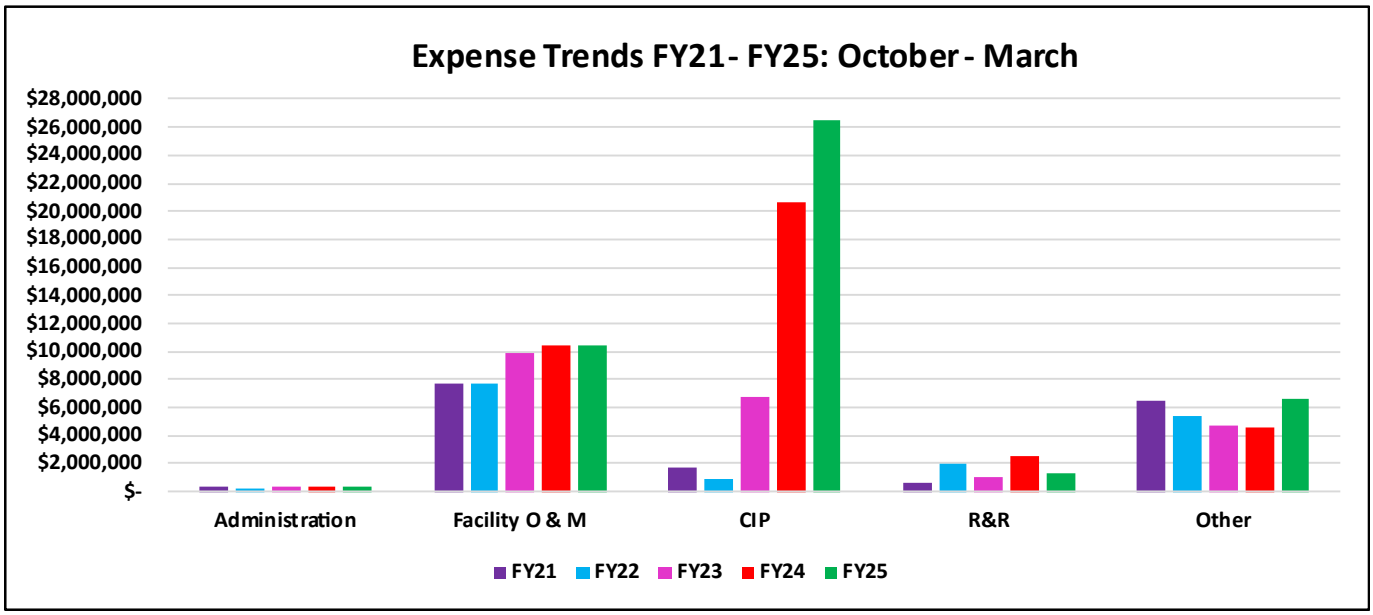


Expenditures

As of March 31, 2025, the Authority's total expenditures were $45.2 million, which is 18% of the $255.9 million allocated by the approved budget for FY25. Authority administrative expenditures were $405k, which is 67% of the budgeted amount of $608k. This amount is prior to the facility chargebacks (outside of payroll/benefits), which occur at the end of the fiscal year, and is $67k more than expenditures incurred in the previous fiscal year for the same time period.

Authority facility expenditures were $44.9 million, which is 18% of the budgeted amount of $255.3 million. Operations and maintenance expenditures were $10.5 million, which is 38% of the budgeted amount of $27.96 million and is $70k more than the expenditures incurred FY24 for the same period. Capital project expenditures totaled $26.5 million of the $200.55 million budgeted and renewal and replacement project expenditures totaled $1.3 million.

The following graphic represents the Authority's expense trends for the last five fiscal years.



In summary, the Authority continues to maintain a strong financial position. Budgeted variances are as expected and are generally favorable.

If you have any questions, I am at your disposal.

TAB B
Semi-Annual Investment Report [March 31, 2025]

MEMORANDUM

June 4, 2025

TO: The Board of Directors
Peace River Manasota Regional Water Supply Authority

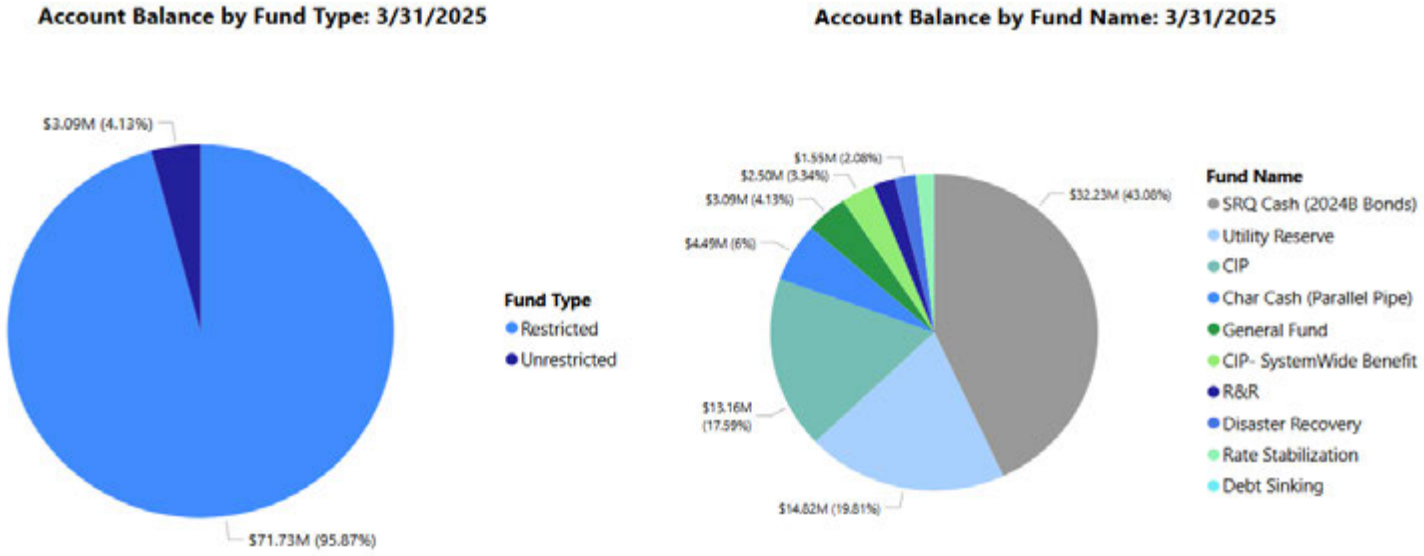
THRU: Richard Anderson
Executive Director

FROM: Ann Lee, MBA, CGFO
Finance & Budget Senior Manager

SUBJ: Semi-Annual Investment Report for March 31, 2025

In accordance with the Authority's investment policy the following is a summary of the Peace River Manasota Regional Water Supply Authority's investments as of March 31, 2025.

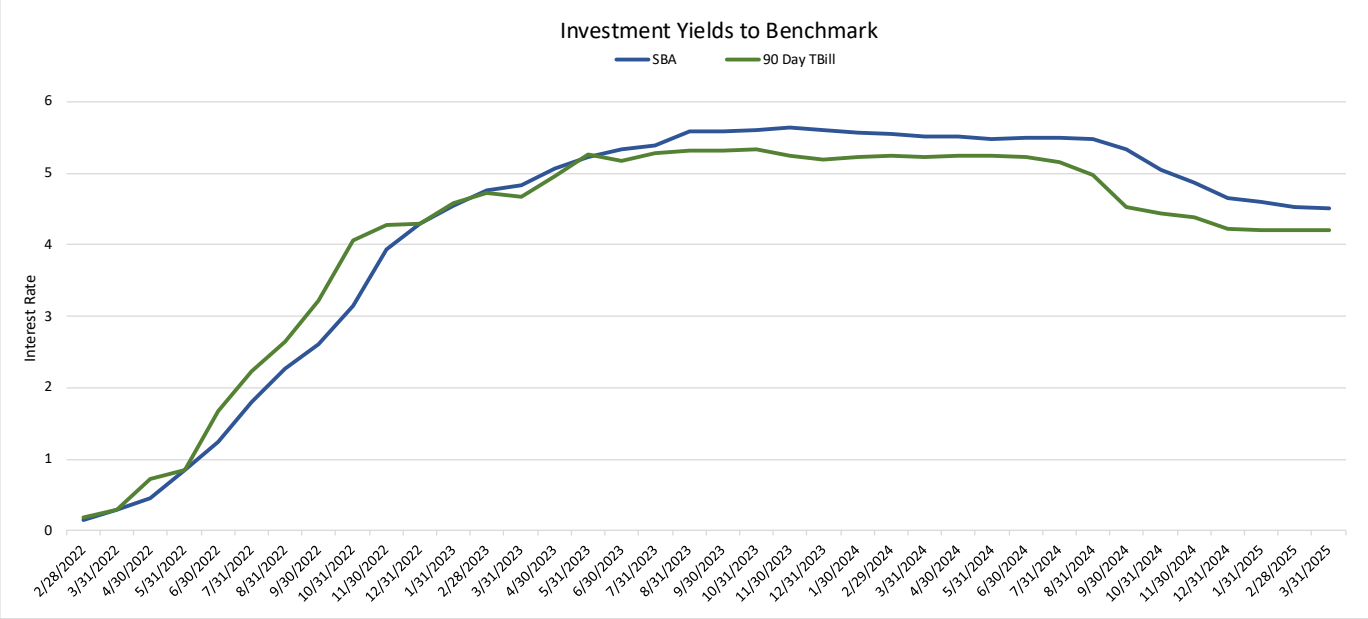
As of March 31, 2025, the Authority's portfolio totaled $74,821,073 compared to $44,444,028 on September 30, 2024, which is $30,377,045 more than the last reporting period, primarily due to bond funds on hand. The amount is comprised of restricted construction and reserve funds totaling $71.73 million and unrestricted funds totaling $3.09 million. Of the Authority's total portfolio, seventeen (17%) percent of the portfolio are in interest bearing checking accounts and eighty-three (83%) percent of total investments are held at the Florida Prime (SBA).



Through March 31, 2025 the Authority earned $1,928,179 in interest from the SBA accounts and bank accounts. The investment earnings on these accounts is more than the prior years' interest earnings by $1,105,682 and the majority of these earning are restricted (bond) funds. The Authority earned interest at a rate of 4.51% in the SBA accounts for March 2025 as well as 2.25% in interest bearing checking accounts. In terms of future interest earnings, the May 2025 Fed remarks continued the pause to the rate cutting cycle in place since late 2024 due to uncertainty about the economic outlook and risks of higher unemployment and inflation. The federal funds rate remained unchanged at 4.25%-4.50% and

the Fed will next meet in June, however any rate cuts are not expected until mid to late summer .

According to the Authority's investment policy, the portfolio must be designed with the goal of annually exceeding the yield rates on the 90 day Treasury Bill and as of March 31,2025, the 90 day Treasury Bill had a yield rate of 4.21%. The Authority's earnings at the SBA as of March 31, 2025 lead the target benchmark of the 90 Day T-Bill rate by 30 basis points. It is important to note the Authority's investment policy has limitations on investments beyond 24 months allowing liquidity for current expansion, new water resource development, and capital improvement projects as well as limitations on the types of investments that are permitted under Florida Statute.



If you have any questions, I am at your disposal.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

CONSENT AGENDA
ITEM 4

Resolution 2025-06
Authorizing the Third Amendment to the Authority Revolving Credit Agreement Dated October 7, 2022 with PNC Bank National Association

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Recommended Action -

Motion to approve Resolution 2025-06 'A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY WITH RESPECT TO THE THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH THIRD AMENDMENT TO THE REVOLVING CREDIT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.'

The Authority is currently utilizing a Capital Projects Revolving Line of Credit with a maximum limit of $100MM to fund project activities prior to issuing long term debt. The existing LOC term expires on October 7, 2025. Following Board direction, staff pursued a time extension for the LOC for an additional 2 years with PNC Bank. All terms and conditions of the current Credit Agreement, outside of the floating rate, will be maintained. The floating rate will increase by 5 basis point (.05%) from 79% of SOFR plus 33 basis points to 79% of SOFR plus 38 basis points.

Budget Action – No action is needed.

Attachments:
Resolution 2025-06

RESOLUTION NO. 2025-06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY WITH RESPECT TO THE THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT WITH PNC BANK, NATIONAL ASSOCIATION; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH THIRD AMENDMENT TO THE REVOLVING CREDIT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, on December 7, 2005, the Board of Directors (the "Governing Body") of Peace River/Manasota Regional Water Supply Authority (the "Authority") duly adopted Resolution No. 2005-10 (as amended and supplemented, the "Resolution"), for the purposes described therein; and

WHEREAS, on October 7, 2022, the Authority executed a Revolving Credit Agreement (as amended, the "Revolving Credit Agreement") between the Authority and PNC Bank, National Association (the "Bank") and accompanying note (the "2022 Revolving Credit Bond"); and

WHEREAS, the Authority has notified the Bank that it desires to extend the Maturity Date (as defined in the Revolving Credit Agreement) of the 2022 Revolving Credit Bond to August 2, 2027; and

WHEREAS, the Authority further desires to delegate to the Executive Director or any Authorized Authority Officer (as defined in the Revolving Credit Agreement) the authority to take such further actions and to execute and deliver any further documents, certificates, agreements and instruments with respect to the Third Amendment to Revolving Credit Agreement authorized by this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act (as defined in the Resolution).

SECTION 2. DEFINITIONS. All terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in the Revolving Credit Agreement.

SECTION 3. APPROVAL OF THE THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT. The Authority hereby approves the form of the Third Amendment to Revolving Credit Agreement attached hereto as EXHIBIT A, subject to such changes, insertions, omissions and filling of blanks therein as may be made in such form and approved by the officers of the Authority authorized to execute the Third Amendment to Revolving Credit Agreement, such execution to be conclusive evidence of such approval. The Chairman and the Executive Director of the Authority are hereby authorized to execute and deliver the Third Amendment to Revolving Credit Agreement, and any and all documents referenced therein and related to the performance thereof, on behalf of the Authority, in substantially the form attached hereto.

SECTION 4. GENERAL AUTHORIZATION. The members of the Governing Body, the Executive Director and the officers, attorneys and other agents or employees of the Authority are each designated as agents of the Authority in connection with the execution and delivery of the Third Amendment to Revolving Credit Agreement, and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, agreements and contracts on behalf of the Authority that are necessary or desirable in connection with the execution and delivery of the Third Amendment to Revolving Credit Agreement as contemplated therein

SECTION 5. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, even though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

ADOPTED at a meeting of the Board of Directors on the 4th day of June, 2025.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

By: _____
Joseph Tiseo, Chairman
Authority Board of Directors

ATTEST:

_____
Richard Anderson, Executive Director

APPROVED AS TO FORM: Date: _____

_____
Doug Manson, General Counsel

EXHIBIT A

FORM OF THIRD AMENDMENT TO REVOLVING CREDIT AGREEMENT

(attached hereto)

THIRD AMENDMENT TO

REVOLVING CREDIT AGREEMENT

between

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

and

PNC BANK, NATIONAL ASSOCIATION

Dated October 7, 2022

This Amendment Dated August 1, 2025

This THIRD AMENDMENT TO THE REVOLVING CREDIT AGREEMENT, dated August 1, 2025 is made and entered by and between the PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY (the "Authority") and PNC BANK, NATIONAL ASSOCIATION (the "Bank"), and amends the Revolving Credit Agreement, dated October 7, 2022 (as amended, the "Credit Agreement"). Capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

W I T N E S S E T H

WHEREAS, the Authority and the Bank have previously entered into the Credit Agreement providing to the Authority a revolving line of credit under which funds may be borrowed by the Authority to provide interim financing for costs of various capital projects; and

WHEREAS, the Authority and the Bank desire to amend certain terms of the Credit Agreement to extend the maturity date of the 2022 Revolving Credit Bond;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. AMENDMENT TO THE CREDIT AGREEMENT.

(A) Exhibit B of the Credit Agreement is amended and restated in its entirety as provided in Exhibit 1 attached hereto.

(B) Section 3 of the Credit Agreement is amended and restated in its entirety as follows:

The Authority may borrow or reborrow amounts under the 2022 Revolving Credit Bond from time to time, so long as the total of all unpaid Advances which remain outstanding at any one time does not exceed the Authorized Amount. Amounts borrowed or reborrowed are to be used by the Authority to fund, reimburse, and refinance Project Costs or other uses of Authority funds permitted by the Resolution. The Bank's obligation to advance or re-advance under the 2022 Revolving Credit Bond shall be suspended for such time as the Authority is in Default (without regard to any applicable grace periods) under the 2022 Revolving Credit Bond or hereunder and in any event shall expire on August 2, 2027, unless renewed or extended by the Bank and the Authority in writing and in their respective sole discretion upon such terms then satisfactory to the Bank and the Authority.

On the terms and subject to the conditions of this Credit Agreement, including without limitation the conditions precedent set forth in Section 12 hereof, the Bank shall make Advances to the Authority. All Advances shall be a minimum amount of $100,000.00 and in denominations of $100,000.00 if more than $100,000.00 is requested;

provided, however, if the then Authorized Amount is less than $100,000.00, the Advance may be for the Authorized Amount; provided, further, on the date hereof an Advance may be made in an amount for at least $100,000 but in a denomination above such amount of less than $100,000 (rounded to the nearest $1,000). Advances may be made up to twice each calendar month on a business day or days, as applicable, selected by the Authority. Advances may be made for multiple components of the 2022 Project which shall be evidenced by a separate Requisition for each such component.

The Authority shall notify the Bank of the need for an Advance not later than 10:00 a.m. on the business day prior to the Advance by delivering to the Bank a Requisition executed on behalf of the Authority by an Authorized Authority Officer or his/her designee in the form attached hereto as Exhibit C. Such Requisition shall specify the amount and date of the Advance. The Advance shall be made available to the Authority by transferring the amount thereof on the date and to the account of the Authority designated in the Requisition in immediately available funds by 2:00 p.m. on such designated date. The date and amount of each Advance, and all payments made on account thereof, shall be recorded by the Bank on its books, which books shall be conclusive as to amounts payable by the Authority hereunder, absent manifest error.

(C) Section 4 of the Credit Agreement is amended and restated in its entirety as follows:

The Loan shall be evidenced by the 2022 Revolving Credit Bond. The 2022 Revolving Credit Bond shall be dated as of the initial delivery thereof; shall mature on August 2, 2027; and shall be in registered form. The 2022 Revolving Credit Bond shall be in the form set forth as Exhibit B hereto, and shall be payable as to principal and interest, bear interest at the interest rate, subject to adjustment, and shall be prepayable and have the other terms, all as set forth on Exhibit B hereto. Interest on the 2022 Revolving Credit Bond shall be calculated on a 360-day year, based on actual days elapsed.

SECTION 2. CONTINUING FORCE AND EFFECT. The Credit Agreement, as amended by this Third Amendment to the Revolving Credit Agreement, shall remain in full force and effect. Except as expressly provided herein, this Third Amendment to the Revolving Credit Agreement shall not constitute an abandonment, waiver, consent or release with respect to the Credit Agreement.

SECTION 3. COUNTERPARTS. This Third Amendment to the Revolving Credit Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 4. SEVERABILITY. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections contained in this Third Amendment to the Revolving Credit Agreement shall not affect the validity or enforceability of the

remaining portions of this Third Amendment to the Revolving Credit Agreement, or any part thereof.

SECTION 5. GOVERNING LAW. This Third Amendment to the Revolving Credit Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

SECTION 6. EFFECTIVENESS. This Third Amendment to the Revolving Credit Agreement shall become effective on August 1, 2025.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment to the Revolving Credit Agreement as of the date first above written.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

By: _____
Joseph Tiseo, Chairman
Authority Board of Directors

By: _____
Richard Anderson, Executive Director

PNC BANK, NATIONAL ASSOCIATION

By: _____
Senior Vice President

EXHIBIT 1

FORM OF 2022 REVOLVING CREDIT BOND

NO. 1

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
2022 REVOLVING CREDIT BOND

INTEREST RATE	MATURITY DATE	DATE OF ISSUE
Variable, as described below	August 2, 2027	October 7, 2022

EFFECTIVE DATE: AUGUST 1, 2025

REGISTERED OWNER: PNC BANK, NATIONAL ASSOCIATION (the "Bank")

AUTHORIZED AMOUNT: ONE HUNDRED MILLION DOLLARS AND NO CENTS

The Peace River/Manasota Regional Water Supply Authority (the "Authority"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above, so much of the Authorized Amount hereof as shall have been advanced hereunder and remains outstanding on such date (the "Outstanding Principal"), plus interest on the amount of each Advance hereunder from the date of the Advance at the variable rate of interest described herein until repayment of such amount, such interest to be calculated on a 360-day year based on actual days elapsed and payable semi-annually on April 1 and October 1 of each year, commencing on April 1, 2023. On the Maturity Date, the Authority will pay the Registered Owner all Outstanding Principal and all accrued unpaid interest thereon.

This 2022 Revolving Credit Bond shall become effective on August 1, 2025 and shall replace the original 2022 Revolving Credit Bond, dated October 7, 2022.

This 2022 Revolving Credit Bond shall bear interest on the amount of Outstanding Principal at the Interest Rate, subject to adjustment as set forth herein and on Schedule A hereto. The Interest Rate shall be adjusted as of the first day of each Term SOFR Interest Period to reflect changes in the Term SOFR Reference Rate as of the applicable Term SOFR Determination Date or any applicable Benchmark Replacement that may be in effect pursuant to the terms hereof. For purposes of this paragraph, the following definitions shall apply.

"Applicable Rate" means the Term SOFR Rate for the Term SOFR Interest Period for the relevant Term SOFR Determination Date with said Term SOFR Rate to be adjusted thereafter based on the Term SOFR Rate for each subsequent Term SOFR Determination Date, which rate shall be effective on the commencement of the next succeeding Term SOFR Interest Period. Notwithstanding the foregoing, in no event will the Applicable Rate be less than the Floor.

"Base Rate" means the higher of (A) the Prime Rate, and (B) the sum of the Overnight Bank Funding Rate plus 50 basis points (0.50%); provided, however, if the Base Rate as determined above would be less than zero, then such rate shall be deemed to be zero. If and when the Base Rate as determined above changes, the rate of interest with respect to any amounts hereunder to which the Base Rate applies will change automatically without notice to the Authority, effective on the date of any such change.

"Benchmark" means, at any time, any interest rate index (or tenor of an interest rate index) then used in the determination of an interest rate under the terms of this 2022 Revolving Credit Bond Agreement. Once a Benchmark Replacement becomes effective under this 2022 Revolving Credit Bond Agreement, it is a Benchmark.

"Benchmark Replacement" means, for any Benchmark, the sum of (a) an alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case that has been selected by the Bank as the replacement for such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the official sector or any official sector-sponsored committee or working group, for U.S. dollar-denominated credit facilities at such time; provided that, if the Benchmark Replacement as determined pursuant to the foregoing would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of the Advances, the Credit Agreement, and this 2022 Revolving Credit Bond Agreement.

"Benchmark Transition Event" means a public statement or publication by or on behalf of the administrator of a Benchmark, the regulatory supervisor of such administrator, the Board of Governors of the Federal Reserve System, NYFRB, an insolvency official or resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease to provide such Benchmark permanently or indefinitely, provided that at the time of such statement or publication there is no successor administrator that will continue to provide such Benchmark or (b) such Benchmark is or will no longer be representative.

"Bloomberg" means Bloomberg Index Services Limited.

"Business Day" means any day other than a Saturday or Sunday or a legal holiday on which the Bank is authorized or required by law to be closed for business in Florida.

"Floor" means a rate of interest per annum equal to zero basis points (0.00%).

"**Interest Rate**" means the sum of 79% of the Applicable Rate, as the same shall be adjusted as provided herein, plus (B) 38 basis points (0.38%), for the applicable Term SOFR Interest Period.

"NYFRB" means the Federal Reserve Bank of New York.

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB, as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Bank for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Bank at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Authority.

"Prime Rate" means the rate publicly announced by the Bank from time to time as its prime rate. The Prime Rate is determined from time to time by the Bank as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index and does not necessarily reflect the lowest rate of interest actually charged to the Bank to any particular class or category of customers.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the NYFRB (or a successor administrator of the secured overnight financing rate).

"SOFR Reserve Percentage" means, for any day, the maximum effective percentage in effect on such day, if any, as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including, without limitation, supplemental, marginal and emergency reserve requirements) with respect to SOFR funding.

"Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its reasonable discretion).

"Term SOFR Determination Date" means a day that is two (2) Business Days prior to the first day of each Term SOFR Interest Period.

"Term SOFR Interest Period" means (a) initially, the period commencing on August 1, 2025 and ending on August 31, 2025, and (b) thereafter, a period commencing on the first Business Day of each month, commencing September 1, 2025 and ending on the day immediately preceding the first Business Day of the next calendar month. Each successive calendar month period (or portion thereof with respect to the final Term SOFR Interest Period) during the term of this 2022 Revolving Credit Bond (including any extensions thereof) shall constitute a separate Term SOFR Interest Period.

"Term SOFR Rate" means for any Term SOFR Interest Period, the interest rate per annum determined by the Bank by dividing (the resulting quotient rounded upwards, at the Bank's discretion, to the nearest 1/100th or 1%) (a) the Term SOFR Reference Rate, as published by the Term SOFR Administrator on the Term SOFR Determination Date, by (b) a number equal to 1.00 minus the SOFR Reserve Percentage. If the Term SOFR Reference Rate has not been published or replaced with a Benchmark Replacement by 5:00 p.m. (Pittsburgh, Pennsylvania time) on the Term SOFR Determination Date, then the Term SOFR Reference Rate shall be the Term SOFR Reference Rate on the first Business Day preceding such Term SOFR Determination Date for which such Term SOFR Reference Rate was published in accordance herewith, so long as such first preceding Business Day is not more than three Business Days prior to such Term SOFR Determination Date. If the Term SOFR Rate, determined as provided above, would be less than the Floor, then the Term SOFR Rate shall be deemed to be the Floor. The Term SOFR Rate shall be adjusted automatically without notice to the County on and as of the first day of each Term SOFR Interest Period.

"Term SOFR Reference Rate" means the forward-looking one-month term rate based on SOFR.

This 2022 Revolving Credit Bond may be prepaid in whole or in part on any Business Day that is the first day of a Term SOFR Interest Period prior to maturity without penalty upon at least five (5) Business Days prior written notice to the Bank specifying the amount of the prepayment. Prepayments shall be applied, first, to interest accrued as of the date of such prepayment, and second to reduction of the principal. Principal of and interest on this 2022 Revolving Credit Bond are payable in immediately available funds constituting lawful money of the United States of America at such place (the "Payment Office of the Bank") as the Bank may designate to the Authority.

This 2022 Revolving Credit Bond is issued under the authority of Chapter 373, Florida Statutes, Section 163.01, Florida Statutes, the Interlocal Agreement of the Authority, and other applicable provisions of law, and pursuant and subject to the terms and conditions of a Revolving Credit Agreement, dated October 7, 2022 (as amended, the "Credit Agreement"), between the Authority and the Bank, to which reference should be

made to ascertain those terms and conditions. Capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement.

Pursuant to the Credit Agreement, the Authority may borrow, and the Bank may advance under this 2022 Revolving Credit Bond from time to time until the maturity hereof (each an "Advance" and together the "Advances"), so long as the total principal amount outstanding hereunder at any one time does not exceed the Authorized Amount. The Bank's obligation to make Advances under this 2022 Revolving Credit Bond shall be suspended for such time as the Authority is in Default (without regard to any applicable grace period) under the Credit Agreement. As of the date of each proposed Advance, the Authority shall be deemed to represent that each representation made in the Credit Agreement is true as of such date.

This 2022 Revolving Credit Bond and the interest hereon are payable from and secured solely by a lien upon and a pledge of the Pledged Funds on a parity with Bonds Outstanding (as defined in the Resolution) from time to time, subject to the application thereof for the purposes and on the conditions permitted by the Resolution and the Credit Agreement; provided, however, moneys in the Reserve Account (as defined in the Resolution) shall not secure this 2022 Revolving Credit Bond.

This 2022 Revolving Credit Bond shall not constitute a general obligation or indebtedness of the Authority and the Bank shall never have the right to require or compel the levy of taxes on any property of or in the Authority for the payment of the principal of and interest on this 2022 Revolving Credit Bond. This 2022 Revolving Credit Bond shall not constitute a lien upon any Project, or upon any property of or in the Authority, but shall be payable solely from the Pledged Funds on a parity basis with the Bonds Outstanding from time to time under the Resolution in the manner provided in the Credit Agreement. Reference is made to the Credit Agreement for the provisions relating to the security for payment of this 2022 Revolving Credit Bond and the duties and obligations of the Authority hereunder.

In addition to all other rights contained in this 2022 Revolving Credit Bond if a Default (as defined in the Credit Agreement) occurs and as long as a Default continues, this 2022 Revolving Credit Bond shall bear interest at a rate per annum equal to the greater of: (i) the Prime Rate plus 3% per annum, (ii) the Overnight Bank Funding Rate plus 3.5% and (iii) 7.0% per annum. The aforementioned default note shall not exceed the maximum rate allowed by law. Once such Default is cured to the reasonable satisfaction of the Bank, this 2022 Revolving Credit Bond shall bear interest at the rate otherwise payable hereon.

If this 2022 Revolving Credit Bond is not paid in full on the Maturity Date, the outstanding balance hereof will amortize with level semiannual principal payments over the subsequent three years with a final maturity date on a Business Day. Interest will also be payable semiannually during the three year period at the Term Out Rate. No Advances

will be made under the Credit Agreement during this time period. "Term Out Rate" means the Prime Rate plus 2.0% per annum.

Benchmark

(a) If the Interest Rate under this 2022 Revolving Credit Bond is based on a Benchmark and the Bank determines (which determination shall be final and conclusive) that (i) such Benchmark cannot be determined pursuant to its definition other than as a result of a Benchmark Transition Event, or (ii) any enactment, promulgation or adoption of or any change in any applicable law, rule or regulation, or any change in the interpretation or administration thereof by a governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Bank with any guideline, request or directive (whether or not having the force of law) of any such authority, central bank or comparable agency shall make it unlawful or impracticable for the Bank to make or maintain or fund loans based on that Benchmark, then the Bank shall give notice thereof to the Authority. Thereafter, until the Bank notifies the Authority that the circumstances giving rise to such determination no longer exist, the Interest Rate for this 2022 Revolving Credit Bond shall be converted to the Base Rate either (X) on the last day of the current Term SOFR Interest Period if the Bank may lawfully continue to maintain or fund loans based on that Benchmark to such day, or (Y) immediately if the Bank may not lawfully continue to maintain or fund loans based on that Benchmark.

(b) Notwithstanding anything to the contrary herein, if the Bank determines (which determination shall be final and conclusive) that a Benchmark Transition Event has occurred with respect to a Benchmark, the Bank may require an amendment to this 2022 Revolving Credit Bond to replace such Benchmark with a Benchmark Replacement. Any such amendment shall be in writing, shall specify the date that the Benchmark Replacement is effective and shall be executed by the Authority and the Bank. Until the Benchmark Replacement is effective, amounts bearing interest with reference to a Benchmark will continue to bear interest with reference to such Benchmark as long as such Benchmark is available, and otherwise such amounts automatically will bear interest as provided in (a) above.

(c) The Bank shall have the right to make any technical, administrative or operational changes from time to time that the Bank decides may be appropriate to reflect the adoption and implementation of SOFR or of any other Benchmark or to permit the use and administration thereof by the Bank in a manner substantially consistent with market practice or in such other manner as the Bank decides is reasonably necessary. Notwithstanding anything to the contrary herein, any amendments implementing such technical, administrative or operational changes will become effective without any further action or consent of the Authority. The Bank shall provide notice to the Authority of any such amendment reasonably promptly after such amendment becomes effective.

(d) The Bank shall notify the Authority in writing of any adjustments pursuant to this Bond. Notwithstanding any provision of this 2022 Revolving Credit Bond to the contrary, in no event shall the Interest Rate for this 2022 Revolving Credit Bond exceed the maximum rate allowed by applicable law.

The Authority to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this 2022 Revolving Credit Bond, have happened, exist and have been performed in regular and due from and time as so required.

IN WITNESS WHEREOF, the Peace River/Manasota Regional Water Supply Authority has caused this replacement 2022 Revolving Credit Bond to be executed by the Chairman and the Executive Director, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this replacement 2022 Revolving Credit Bond to be effective as of August 1, 2025.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

By: _____
Joseph Tiseo, Chairman
Authority Board of Directors

By: _____
Richard Anderson, Executive Director

SCHEDULE A

ADJUSTMENT TO INTEREST RATE

Taxable Rate

In the event of a "Determination of Taxability" (as hereinafter defined), this 2022 Revolving Credit Bond shall bear interest at the rate equal to the Taxable Rate (as hereinafter defined), from and after and retroactively to the date as of which such Determination of Taxability is made and the Bank shall be entitled to such additional interest on this 2022 Revolving Credit Bond. The Authority shall on the next interest payment date following a Determination of Taxability (or if this 2022 Revolving Credit Bond shall have matured, within 30 days after demand by the Bank) hereon pay to the Bank an amount equal to the sum of (1) the difference between (A) the total interest that would have accrued on this 2022 Revolving Credit Bond at the Taxable Rate from the effective date of the Determination of Taxability to such next interest payment date (or maturity date), and (B) the actual interest paid by the Authority on this 2022 Revolving Credit Bond from such effective date of the Determination of Taxability to such next interest payment date (or maturity date), and (2) any interest, penalties, and other costs required to be paid as a result of any additional State of Florida and federal income taxes imposed upon the Bank arising as a result of such Determination of Taxability. For purposes hereof, "Determination of Taxability" means the circumstance of the interest on the 2022 Revolving Credit Bond becoming includable for federal income tax purposes in the gross income of the Bank as a consequence of any action or inaction by the Authority. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the Authority or the Bank of an original or a copy of an Internal Revenue Service Technical Advice Memorandum, Statutory Notice of Deficiency or similar document which holds that the interest on the 2022 Revolving Credit Bond is includable in the gross income of the Bank; (ii) the issuance of any public or private ruling of the Internal Revenue Service that the interest on the 2022 Revolving Credit Bond is includable in the gross income of the Bank; or (iii) receipt by the Authority or Bank of an opinion of counsel experienced in tax matters regarding municipal bonds that the interest on the 2022 Revolving Credit Bond has become includable in the gross income of the Bank for federal income tax purposes; provided that in each case, such Determination of Taxability shall only occur if it is the result of an action or inaction by the Authority. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on the 2022 Revolving Credit Bond is deemed includable in the gross income of the Bank.

In no event, however, shall interest be charged or paid in an amount in excess of the maximum interest rate permitted to be paid under applicable law.

This provision shall survive payment of this 2022 Revolving Credit Bond until such time as the federal statute of limitations under which the interest on this 2022 Revolving Credit Bond could be declared taxable under the Code shall have expired.

Additional Definition

"**Taxable Rate**" means a rate as shall be determined by the holder of this 2022 Revolving Credit Bond absent manifest error, as shall be necessary to provide to the holder of this 2022 Revolving Credit Bond an after-tax yield on the then outstanding principal amount of this 2022 Revolving Credit Bond equal to the after-tax yield to the holder of this 2022 Revolving Credit Bond, if such Determination of Taxability had not occurred, from the date such interest must be included in such gross income; provided, however, such adjusted Interest Rate shall never exceed the maximum rate allowed by law.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

CONSENT AGENDA
ITEM 5

Phase 3C Regional Interconnect – Pipeline Easements

Recommended Action -

Motion to approve the acquisition of One (1) Permanent Easement and One (1) Temporary Construction Easement for the Phase 3C Regional Interconnect and Authorization for the Chairman and Executive Director to execute the NON-EXCLUSIVE PERMANENT WATERLINE and FACILITY EASEMENT AGREEMENT and TEMPORARY CONSTRUCTION EASEMENT AGREEMENT within the Phase 3C Regional Interconnect.

The Regional Integrated Loop Phase 3C Pipeline Project includes approximately 8 miles of 42-inch diameter pipeline. The pipeline route begins near State Road 72 and Cow Pen Slough Canal and extends generally north to the vicinity of the Fruitville and Lorraine Roads intersection where it will connect with Sarasota County utilities existing infrastructure. The Project is scheduled for substantial completion by June 2026. On April 6, 2022, the Board approved Resolution 2022-03 determining the necessity for construction of the Phase 3C Regional Interconnect Pipeline and identifying the route for the pipeline. Two amendments to Resolution 2022-03 (Amendment 1, April 5, 2023, Amendment 2, June 7, 2023) have been approved providing for revision of the originally approved pipeline route, and authorizing acquisition of property rights necessary to construct and operate the Phase 3C Pipeline project.

Budget Action – No action is required.

Attachments:
Tab A Phase 3C Permanent Easement Package
Tab B Phase 3C Temporary Easement Package

TAB A
Phase 3C Permanent Easement Package

This instrument prepared by and return to
Steven R. Medendorp, Esq.
Manson Bolves Donaldson & Tanner, P.A.
109 N. Brush Street, Suite 300
Tampa, FL 33602

Parcel #: 830

NON-EXCLUSIVE PERMANENT WATERLINE AND FACILITY EASEMENT AGREEMENT

THIS NON-EXCLUSIVE PERMANENT WATERLINE AND FACILITY EASEMENT AGREEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2025, by and between LAUREL MEADOWS HOMEOWNERS ASSOCIATION, a Florida not for profit corporation, ("Grantor"), whose address is 2259 Sarasota Center Blvd., Sarasota, Florida 34240, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida ("Peace River" or "Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

RECITALS:

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and above ground equipment appurtenant to the Waterline (collectively the "Facilities"), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested, and Grantor grants a non-exclusive, permanent and perpetual easement to Grantee to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove, and upgrade the above-mentioned Waterline and Facilities on the Easement Property (as defined below), on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten and No/100 Dollars ($10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. To the extent applicable, the permanent, perpetual, non-exclusive waterline easement interests and rights acquired by Peace River over, above, across, through and under the Owner's property located in Sarasota County, Florida and are further described herein. The applicability of any particular estate shall be determined by those interests and rights described and depicted on Exhibit "A" attached hereto (the "Easement Property").

2. Peace River shall have the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the "Facilities"), for the purpose of transporting water over, above, across, through and under the Easement Property in connecting the Peace River Authority Regional Integrated Loop Phase 3C Pipeline, beginning at the south side of Clark Road at Cow Pen Slough and terminating at the intersection of Lorraine Road and Fruitville Road in Sarasota County, Florida.

3. Peace River's easement rights, as described below, may be exercised by Peace River's agents, employees, representatives, licensees, invitees, or such other persons or entities as Peace River deems necessary. Those rights include the following:

a. Peace River shall have the perpetual right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, replace, relocate, remove, and upgrade the Waterline and/or Facilities, which Waterline and Facilities shall be used for the

b. purpose of transporting water over, above, across, through and under the Easement Property.

c. Peace River shall have the free and full right of ingress and egress from the Easement Property by means of the Easement Property and adjacent public or private roadways, easements or right-of-way owned or held by or lawfully available to Peace River, including and other property over which Peace River has access rights.

d. Grantee shall further have the right to use Grantor's existing roadway system for ingress, egress and regress to any and all portions of the Easement Property granted herein. Notwithstanding the foregoing, Grantor has no obligation to construct, repair or maintain any roadways for Grantee's use.

e. Peace River agrees that no less than fifteen (15) days prior to the replacement, removal or relocation of the Waterline and/or the Facilities, Peace River shall place Owners on notice of the proposed changes to Owners.

f. Peace River shall have the right to excavate and refill ditches and trenches for the location of such Waterline and Facilities and further right to remove fences, trees, bushes, undergrowth, structures and any other obstructions interfering with the location, construction, operation, maintenance, repair, upgrade and replacement of such Waterline and/or Facilities.

g. Peace River shall have the right, but not the obligation (without liability for damages), from time to time to re-clear the Easement Property by cutting and removing therefrom trees, brush, and other natural obstructions that may, in the reasonable judgment of Peace River or pursuant to regulatory requirements, injure, endanger or interfere with Peace River's use of the Easement Property.

h. Peace River shall not unreasonably restrict ingress or egress to Owners' property abutting the Easement Property and shall use its best efforts to provide reasonable ingress and egress across the Easement Property for use of Owners. Notwithstanding the foregoing, Peace River shall be permitted to restrict ingress or egress to property abutting the Easement Property for safety purposes only in Peace River's reasonable discretion during periods of construction activity. Recognizing that the location of the ingress and egress across the Easement Property may change due to construction activities and safety issues during the terms of this Agreement, Owners shall contact Peace River to determine the location of the ingress and egress across the Easement Property prior to accessing the Easement Property.

i. After completion of construction activity, Peace River will remove all construction equipment and unused materials and will re-seed the Easement Property and other areas, if any, disturbed by the construction operations of Peace River. Subject to Peace River's rights hereunder and to the extent not inconsistent therewith, Peace River will restore the surface of all disturbed areas of the Easement Property to pre-construction elevations, contours, grades, and condition, as near as is reasonably practicable.

4. The parties agree that this Agreement is non-exclusive in nature.

5. As to the Permanent Easement, Owner(s) retains the right and may continue to use the Easement Property for any lawful purposes that does not interfere with Peace River's rights acquired hereunder and improvement of such facilities, provided however that Owner(s) shall neither impound water, construct nor permit to be constructed any building, structure or other improvement upon the Easement Property which interferes with the exercise by Peace River of the rights hereby conveyed, including ingress and egress from the Easement Property, and the safe operation of the Waterline. Owner(s) reserves the right to install, subject to the provisions of this Term Sheet, landscaping, roads, driveways, fences and underground utilities and other road paving installations as may be necessary for Owners' development and enjoyment of the remainder property. For safety and for the Peace River's operational purposes, the use of the surface and subsurface of the Easement Property by Owners shall be subject to the following terms, conditions and limitations.

a. Owners shall not enter upon or use the Easement Property while the Waterline and/or Facilities are being constructed, repaired, replaced or upgraded;

b. Owners shall not obstruct or restrict Peace River's use of the Easement Property in any manner;

c. No excavation operations shall be undertaken within the Easement Property without five (5) days prior written notice to the Peace River and to the Florida Sunshine Shate One Call System or its successor;

d. Construction activities and operations by the Owners on and/or under the Easement Property shall be subject to the prior written approval of Peace River for such operations, which approval shall not be unreasonably withheld;

e. Construction, installation, operation and maintenance activities by the Owner on or across the Easement Property and/or use of the surface or subsurface of the Easement Property shall be in compliance with all applicable statutes, rules, regulations, ordinances and codes of any governmental agency or entity having jurisdiction over the Easement Property and/or the operations being conducted;

f. Installation and construction of any public or private utilities, including but not limited to, water, sewer, gas, electrical, fiber optic and/or telephone which impact or encroach on the Easement Property shall be subject to the following additional specific terms, conditions and limitations: (1) construction and installation of all subsurface utility pipe or cables which cross the Easement Property shall be constructed and installed so as to maintain a separate distance of not less than eighteen inches (18") or state-required minimum separation, whichever is greater, between such pipes and/or cables and Peace River's Waterline pipe, and (2) no utilities shall be installed above the Easement Property or between the surface of the property and the top of the Waterline pipe;

g. Installation and construction of any fences that impact or encroach on the Easement Property, after the initial construction of the Waterline, shall be subject to the following additional specific terms, conditions and limitations: (1) no fence posts for any fences crossing the Easement Property perpendicularly shall be installed closer than ten feet (10') on either side of Peace River's Waterline pipe, and (2) any fences running parallel to the Easement Property shall be installed no closer than ten feet (10') from the Peace River's Waterline pipe;

h. No construction of new canals, ditches or other open drainage facilities shall be constructed, nor use of explosives, intentional flooding or setting of fires shall be conducted, on or across the surface of the Easement Property without the prior written approval of Peace River;

i. Installation and construction of any public or private roads or streets that impact or encroach on the Easement Property shall be subject to the prior written approval of Peace River for such operations, which approval shall not be unreasonably withheld. Peace River shall have the right to utilize any road or street installed on or across the Easement Property as a means of ingress to, or egress from, the Easement Property and the use of the roads and/or streets constructed on or across the Easement Property shall be at the sole risk of the user;

j. Planting or installation of any trees and/or landscaping that impacts or encroaches on the Easement Property, after the initial construction of the Waterline and/or Facilities, shall be subject to the following specific additional terms, conditions and limitations: (1) any trees or shrubbery shall be shallow rooted; and (2) no trees or shrubbery shall be planted any closer than ten feet (10') on either side of any Waterline or Facilities located on the Easement Property;

k. Owners shall be responsible, at the sole cost and expense of Owners, for the repair or maintenance of any roads, streets, fences and/or subsurface utilities (excluding the Waterline and the Facilities), installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Owners on the Easement Property;

l. Peace River shall be responsible, at the sole cost and expense of the Peace River, for the repair and maintenance of the Waterline and the Facilities installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Peace River on the Easement Property; and

m. Operations by others on the Easement Property shall not impair or interfere with the rights granted to Peace River and shall not require the relocation or lowering of the Waterline pipe, decrease the ground cover of the Waterline pipe or change the contour of the ground surface over the Easement Property.

6. Peace River agrees to provide Owners, either upon Owners' request or at Peace River's option, a prior written determination whether any particular exercise of the right to use the Easement Property by Owners does, or does not directly interfere with the safe and efficient exercise of Peace River's rights, which determination shall not be arbitrarily or unreasonably withheld, conditioned, or delayed.

7. Owners shall not grant an easement on the Easement Property to a third party without the prior written consent of the Peace River. Notwithstanding Owners may not grant an easement on the Easement Property to a third party which could, may or will negatively impact the Waterline and/or Facilities. Peace River may assign its rights acquired, in whole or in part, and Peace River shall have the right to operate the Waterline and/or Facilities for its own use or to lease, sell, or assigns any or all of the Waterline and Facilities or the rights thereto.

8. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

9. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

10. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

11. The above recitals are true, correct and incorporated herein.

12. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

13. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and have not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

14. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2025.

Signed, sealed and delivered

in the presence of:

_____

Printed Name: _____

_____

Printed Name: _____

GRANTOR: LAUREL MEADOWS HOMEOWNERS ASSOCIATION, a Florida not for profit corporation

By: _____

As Its: _____

Printed Name: _____

Address:_____

_____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2025, by ____, who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification: _____.

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

My Commission No: _____

WITNESSES:

_____

Signature

By: _____

Printed Name: _____

_____

Printed Name: _____

GRANTEE:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida

By: _____

Printed Name: _____

Address:_____

_____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2025, by _____ _____, as _____ who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification: _____ _____.

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

My Commission No: _____

Approved to form and correctness:

_____

Douglas Manson, Esq., General Counsel

EXHIBIT A

THIS IS NOT A SURVEY

SECTION 34, TOWNSHIP 37 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL 830

A PARCEL OF LAND BEING A PORTION OF TRACT "B" AND TRACT "G", LAUREL MEADOWS ACCORDING TO PLAT BOOK 41, PAGE 41 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "G", LAUREL MEADOWS ACCORDING TO PLAT BOOK 41, PAGE 41 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID TRACT "G" SAID LAUREL MEADOWS, SOUTH 33°21'10" WEST, A DISTANCE OF 53.31 FEET TO THE POINT OF BEGINNING; THENCE, LEAVING SAID LINE, NORTH 74°17'29" EAST, A DISTANCE OF 28.73 FEET TO THE EAST LINE OF SAID TRACT "G"; THENCE, ALONG SAID EAST LINE, SOUTH 02°34'48" WEST, A DISTANCE OF 8.43 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 74°17'29" WEST, A DISTANCE OF 27.67 FEET; THENCE SOUTH 33°21'10" WEST, A DISTANCE OF 41.01 FEET; THENCE SOUTH 56°38'50" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°15'57" EAST, A DISTANCE OF 8.00 FEET; THENCE SOUTH 00°44'03" WEST, A DISTANCE OF 59.43 FEET; THENCE SOUTH 85°16'28" WEST, A DISTANCE OF 49.26 FEET; THENCE NORTH 33°21'10" EAST, A DISTANCE OF 66.12 FEET; THENCE NORTH 56°38'50" WEST, A DISTANCE OF 10.00 FEET TO THE WEST LINE OF TRACT "B", LAUREL MEADOWS ACCORDING TO PLAT BOOK 41, PAGE 41 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SAID TRACT "B" AND TRACT "G", RESPECTIVELY, NORTH 33°21'10" EAST, A DISTANCE OF 57.45 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,260 SQUARE FEET OR 0.052 ACRES.

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

Robert B Curtis
2025.05.20 14:29:15 -04'00'

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

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www.Ardurra.com
License #2610

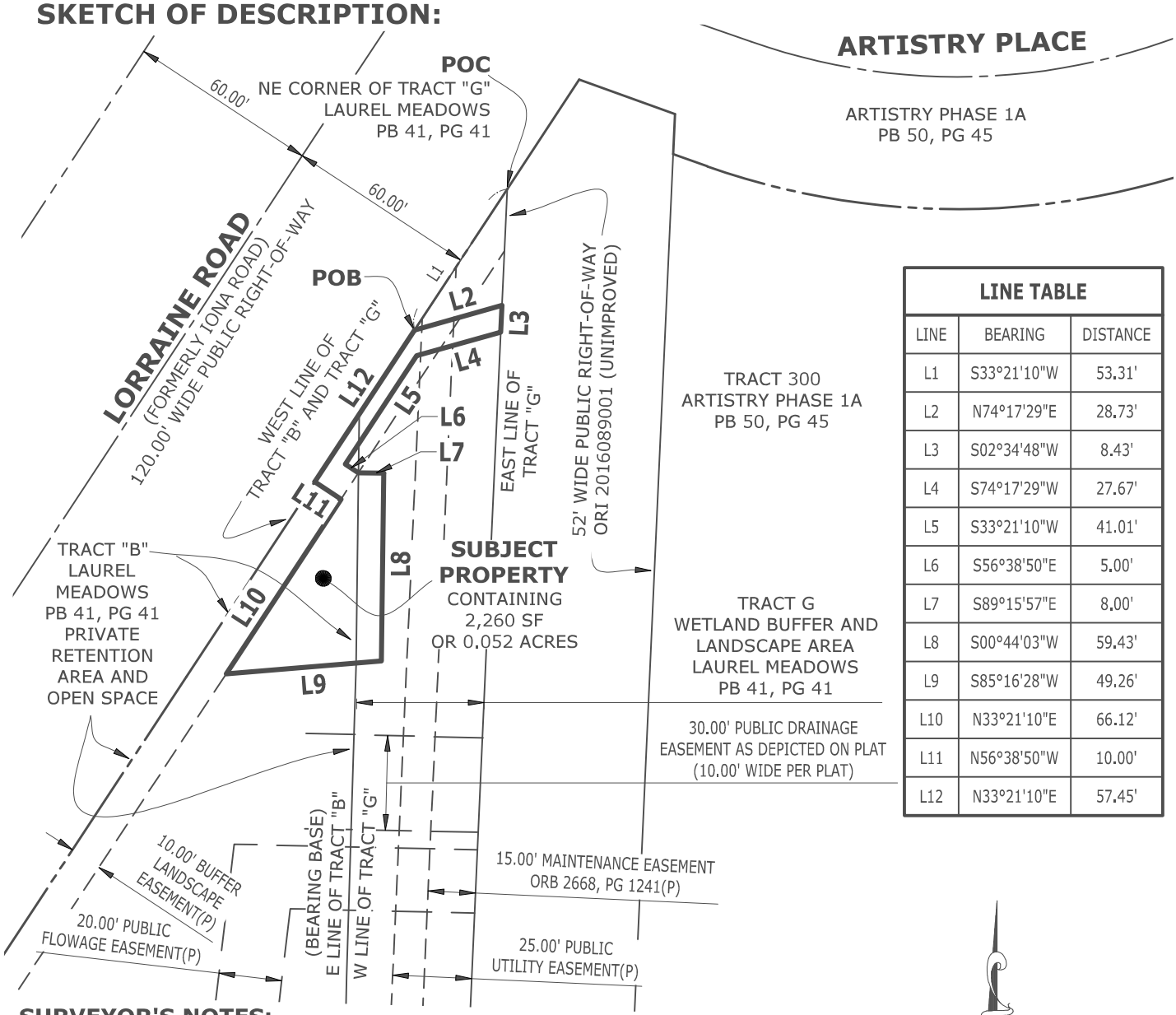
PARCEL 830

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

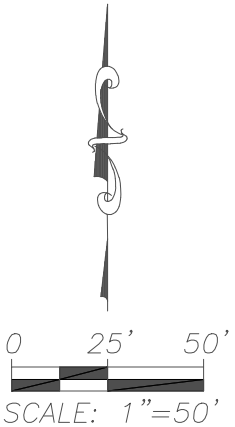
P.I.D. NO. _____	DRAWN		DATE		
PARCEL = 2,260 SF (0.052 ACRES)±	CHECKED		DATE		

THIS IS NOT A SURVEY

SKETCH OF DESCRIPTION:



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S33°21'10"W	53.31'
L2	N74°17'29"E	28.73'
L3	S02°34'48"W	8.43'
L4	S74°17'29"W	27.67'
L5	S33°21'10"W	41.01'
L6	S56°38'50"E	5.00'
L7	S89°15'57"E	8.00'
L8	S00°44'03"W	59.43'
L9	S85°16'28"W	49.26'
L10	N33°21'10"E	66.12'
L11	N56°38'50"W	10.00'
L12	N33°21'10"E	57.45'



SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON WEST LINE OF TRACT "G", BEING SOUTH 33°21'10" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LEGEND:

PB	=	PLAT BOOK
(P)	=	PLAT
PG	=	PAGE
SF	=	SQUARE FEET
R/W	=	RIGHT-OF-WAY
ORI	=	OFFICIAL RECORD INSTRUMENT
ORB	=	OFFICIAL RECORD BOOK
POB	=	POINT OF BEGINNING

PARCEL 830

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

P.I.D. NO. _____	DRAWN		DATE		SCALE 1"=50'
PARCEL = 2,260 SF (0.052 ACRES)±	CHECKED		DATE		

TAB B
Phase 3C Temporary Easement Package

This instrument prepared by and return to
Steven R. Medendorp, Esq.
Manson Bolves Donaldson & Tanner, P.A.
109 N. Brush Street, Suite 300
Tampa, FL 33602

Parcel #: 730

EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT (the "Agreement"), is made and entered into this _____ day of _____, 2025, by and between LAUREL MEADOWS HOMEOWNERS ASSOCIATION, a Florida not for profit corporation, ("Grantor"), whose address is 2259 Sarasota Center Blvd., Sarasota, Florida 34240, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida ("Peace River" or "Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

RECITALS:

WHEREAS, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove and upgrade an underground pipeline for the purpose of transporting water over, across, through and under certain lands (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

WHEREAS, Grantee has requested and Grantor has agreed to grant an exclusive temporary construction easement to Grantee on the Temporary Construction Property (as defined below), to construct and install the above-mentioned Waterline and Facilities on the terms set forth herein.

NOW, THEREFORE, in consideration of the above recitals, and the sum of Ten Dollars and No/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by Grantor, the parties agree as follows:

1. To the extent applicable, the exclusive temporary construction easement interests and rights acquired by Peace River are described herein. The applicability of any particular estate shall be determined by those interests and rights over, above, across, through and under Owner(s)'s property located in Sarasota County, Florida and further described and depicted on Exhibit "A" attached hereto and for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall be extended to Peace River's agents, employees, licensees, or such other persons or entities as Peace River deems necessary (the "Easement Property").

2. Peace River, its successors and assigns, shall have the right, title and interest for an exclusive temporary construction easement and staging area over, above, across, through and under Owner's Easement Property (the "Temporary Construction Property"), for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall extend to Peace River's agents, employees, licensees or such other persons or entities as Peace River deems necessary.

3. Peace River's construction activities included, but are not limited to, providing vehicular, equipment, and pedestrian access to the Waterline as well as excavating, storing material and equipment, and removing vegetation, structures or fences on the Temporary Construction Property. Notwithstanding the foregoing, if Peace River removes any vegetation or structures from the Temporary Construction Property, Peace River shall permanently remove the dispose of same (if they are not otherwise reinstalled by Peace River), from the Temporary Construction Property. Any excavated materials, the volume of which is substituted by any pipeline and supporting fill material constructed on the Temporary Construction Property, that is not used within the Waterline shall also be permanently removed by Peace River from the Temporary Construction Property by the expiration of this Temporary Construction Easement. In addition:

a) Any area disturbed as a result of the installation of new pipe shall be cleared.

b) During construction activity, Peace River shall have the right to construct, relocate, maintain and replace fencing on the Temporary Construction Property. Any fencing that is not reinstalled shall be permanently removed by Peace River.

c) Any roadways damaged as a result of the delivery of materials and equipment, and hauling of material shall be the sole responsibility of Peace River to repair and/or restore to pre-existing roadway conditions, or better.

d) During construction activity, Peace River shall not unreasonably restrict ingress or egress to Owners' property abutting the Temporary Construction Property and shall use its best efforts to provide reasonable ingress and egress across the Temporary Construction Property for the use of Owners. Notwithstanding the foregoing, Peace River shall be permitted to restrict (but not deny), ingress and egress to property abutting the Temporary Construction Property for safety purposes only in Peace River's reasonable discretion during construction activity. Recognizing that the location of the ingress and egress across the Temporary Construction Property may change due to construction activities and safety issues during the term of this Temporary Construction Easement, Owners shall contact Peace River to determine the location of the ingress and egress across the Temporary Construction Property prior to accessing the Temporary Construction Property.

e) After completion of construction activity, Peace River will remove all construction equipment and unused materials and will restore, as near as reasonably practicable, the surface of all disturbed areas of the Temporary Construction Property to pre-construction elevations, contours, grades, and condition, as the continued function and utility of the Temporary Construction Property.

4. The rights of Peace River shall cease and terminate, and all right, title and interest hereby conveyed shall revert to Owners or its successors and assigns, upon the earlier of: (i) two (2) years from the date of a signed agreement or order by this Court granting Peace River its easement rights; or (ii) the recording of a Certificate of Completion of the construction of the Waterline and Facilities by Peace River.

5. Notwithstanding Paragraph 4, herein, Peace River shall continue to have access to and ingress and egress over the Temporary Construction Property for the purposes of movement of personnel, supplies, and equipment associated with monitoring and testing the health of wetlands in the vicinity of the Waterline and Facilities for a period of (a) seven (7) years from the date the interest in Land is acquired by Peace River, or (b) written notification to Grantor by Peace River that monitoring and testing the health of wetlands is complete, whichever occurs sooner.

6. Owners retains the right and may continue to use the Temporary Construction Easement for any lawful purposes that do not directly interfere with Peace River's rights acquired hereunder.

7. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

8. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

9. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

10. The above recitals are true, correct and incorporated herein.

11. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

12. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

13. This Agreement may be executed in counterparts, all of which together shall constitute a single document.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2025.

GRANTOR: LAUREL MEADOWS HOMEOWNERS ASSOCIATION, a Florida not for profit corporation

Signed, sealed and delivered

in the presence of:

_____ By: _____

Printed Name: _____ As Its: _____

Printed Name: _____

_____ Address:_____

Printed Name: _____ _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2025, by _____, as _____ who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification: _____ _____.

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

My Commission No: _____

WITNESSES:

_____

Signature

By: _____

Printed Name: _____

_____

Printed Name: _____

GRANTEE:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an interlocal governmental entity of the State of Florida

By: _____

Printed Name: _____

Address:_____

_____

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2025, by _____, as _____ who is personally known to me; or produced a drivers license issued by the Florida Department of Motor Vehicles as identification; or produced the following as identification: _____ _____.

_____

Notary Public

Printed Name: _____

My Commission Expires: _____

My Commission No: _____

Approved to form and correctness:

_____

Douglas Manson, Esq., General Counsel

EXHIBIT A

THIS IS NOT A SURVEY

SECTION 34, TOWNSHIP 37 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

LEGAL DESCRIPTION:

PARCEL 730

A PARCEL OF LAND BEING PORTIONS OF TRACT "B" AND TRACT "G", LAUREL MEADOWS ACCORDING TO PLAT BOOK 41, PAGE 41 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LYING IN SECTION 34, TOWNSHIP 37 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF TRACT "G", LAUREL MEADOWS ACCORDING TO PLAT BOOK 41, PAGE 41 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID TRACT "G", SOUTH 02°34'48" WEST, A DISTANCE OF 146.60 FEET; THENCE, LEAVING SAID LINE, SOUTH 85°16'28" WEST, A DISTANCE OF 95.28 FEET TO THE WEST LINE OF TRACT "B", OF SAID LAUREL MEADOWS; THENCE, ALONG SAID WEST LINE OF TRACT"B" AND THE WEST LINE OF SAID TRACT "G", RESPECTIVELY, NORTH 33°21'10" EAST, A DISTANCE OF 184.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,927 SQUARE FEET OR 0.159 ACRES.

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

Robert B Curtis
2025.05.21 07:07:02 -04'00'

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

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www.Ardurra.com
License #2610

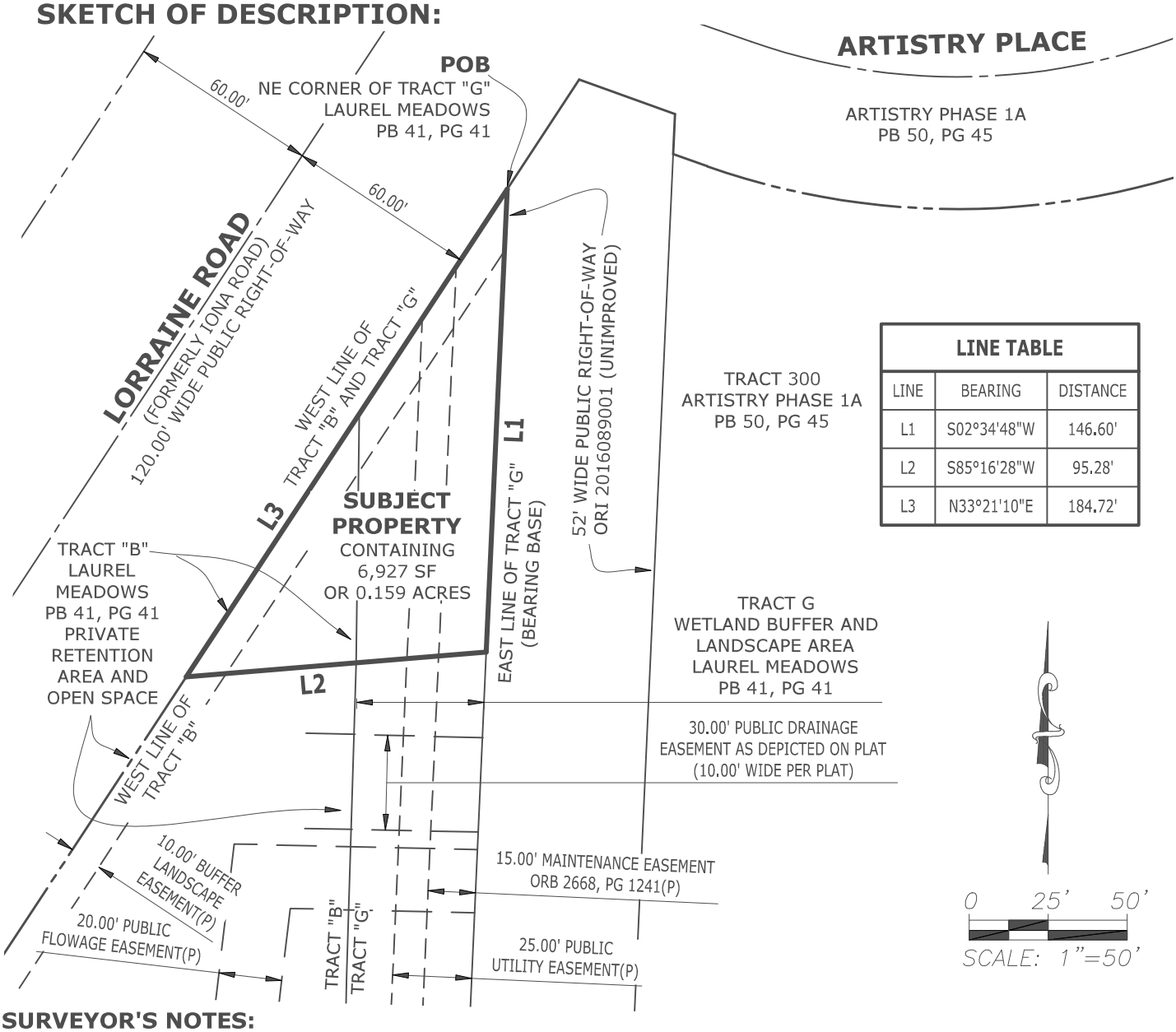
PARCEL 730

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

P.I.D. NO. _____	DRAWN		DATE		
PARCEL = 6,927 SF (0.159 ACRES)±	CHECKED		DATE		

THIS IS NOT A SURVEY

SKETCH OF DESCRIPTION:



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S02°34'48"W	146.60'
L2	S85°16'28"W	95.28'
L3	N33°21'10"E	184.72'

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON EAST LINE OF TRACT G, BEING SOUTH 2°34'48" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

LEGEND:

PB	=	PLAT BOOK
(P)	=	PLAT
PG	=	PAGE
SF	=	SQUARE FEET
R/W	=	RIGHT-OF-WAY
ORI	=	OFFICIAL RECORD INSTRUMENT
ORB	=	OFFICIAL RECORD BOOK
POB	=	POINT OF BEGINNING

PARCEL 730

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY					
P.I.D. NO. _____	DRAWN		DATE		SCALE 1"=50'
PARCEL = 6,927 SF (0.159 ACRES)±	CHECKED		DATE		

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

CONSENT AGENDA
ITEM 6

RV Griffin Reserve Amended Cattle Grazing/Haying Lease

Recommended Action - **Motion** to approve and authorize the Executive Director to execute an amendment of Cattle Grazing/Haying Lease on RV Griffin Reserve with Harrison Cattle LLC.

The current cattle grazing/haying lease on RV Griffin Reserve (Reserve) with Harrison Cattle LLC will expire in June 2026. The current lease covers cattle operations on 2,305 acres of the RV Griffin Reserve. The original cattle grazing/haying lease (issued in 2001) was transferred from SWFWMD to the Authority in 2011 as part of the Authority assuming operations and management of the entire RV Griffin Reserve. The attached amended lease is required to allow relocation of cattle operations to areas of the Reserve unaffected by upcoming construction and mitigation activities associated with Reservoir No. 3 construction. In addition to lease payment to the Authority, the Lessee provides (at their own expense) management of the leased properties through controlled burns, trail maintenance, control of exotic vegetation and nuisance species, as well as site security.

Cattle operations will continue on the current acreage from June 1 through September 30, 2025, at the current rate of $7.31/acre and a total payment of $5,615.00 for that four-month period. Cattle operations on the current acreage will be discontinued by October 1, 2025. Thereafter, cattle operations will be relocated to a 374-acre parcel in the northernmost area of the Reserve. The amendment is proposed to be renewed at the same rate of $7.31/acre for a total annual lease payment of $2,734. The total annual lease payment for FY2026 will be abated to $1,595 to allow the lessee to prepare the new lease site (e.g., fencing, etc.) before relocating cattle operations to the new location by March 2026. The sole-source procurement of the lease is proposed due to Harrison Cattle's long-standing and high-quality operations on the RV Griffin property (over 50 years) and the highly valued property stewardship they provide. The proposed amended lease with exhibits is attached.

Budget Action – No action is needed.

Attachments:
Amended Cattle Grazing/Haying Lease Agreement

AMENDED CATTLE GRAZING/HAYING LEASE AGREEMENT

THIS AMENDED LEASE AGREEMENT, is made this 4th day of June 2025, by and between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, whose address is 9415 Town Center Parkway Lakewood Ranch, Florida 34202, hereinafter called the "LESSOR", and Harrison Cattle LLC, whose address is 9180 Northwest Lily Avenue, Arcadia, Florida 34266, hereinafter called the "LESSEE", hereinafter collectively referred to as the "Parties"; and amends, supersedes and replaces the CATTLE GRAZING/HAYING LEASE AGREEMENT that was made between the Parties on June 1, 2016 and extended on March 18, 2021 ("Original Lease"), except that the Original Lease shall remain in effect until September 30, 2025.

WITNESSETH:

That the LESSOR, for and in consideration of the rents, covenants and agreements hereinafter reserved and contained, to be kept and performed by the LESSEE, has leased and demised, and by these presents does lease and demise, to the LESSEE, that portion of the property, situated, lying and being in Desoto County, Florida on the map titled Exhibit "A", attached hereto and incorporated herein by reference, that is depicted by blue hash marks over red shading, consisting of approximately 374 acres, hereinafter referred to as the "leased property". In consideration of said demise, and the covenants and agreements hereinafter expressed, it is covenanted and agreed as follows:

1. RENTAL CONSIDERATION:

(a) The last annual payment due under the Original Lease on June 1, 2025, shall instead be due on June 11, 2025 and shall be prorated to an amount of Five Thousand Six Hundred Fifteen Dollars ($5,615.00) to cover the period of time between June 1, 2025 and September 30, 2025. On March 1, 2026, the LESSEE agrees to pay LESSOR a prorated annual rental amount of One Thousand Five Hundred Ninety-Five Dollars ($1,595) for approximately 374 acres per year or 1 acre at the rate of $ 7.31 per acre per year. Beginning on October 1, 2026, the LESSEE agrees to pay the LESSOR an annual rental amount of Two Thousand Seven Hundred Thirty Four Dollars ($2,734) for approximately 374 acres per year or 1 acre at the rate of $ 7.31 per acre per year, payable on October 1, 2026 and every October 1 thereafter for the term of this lease agreement.

(b) All other adjustments to the lease agreement such as if the LESSOR requires the LESSEE to decrease its stocking rate, shall be negotiated on a case by case basis.

2. TERM: The term of this lease agreement shall be for five (5) years commencing on the 1st day of October, 2025 until October 1, 2030 unless otherwise renewed pursuant to the terms and conditions set forth in paragraphs 17 or terminated pursuant to the terms and conditions set forth in paragraph 22.

3. USE: The LESSEE shall use the leased property for cattle grazing and haying purposes only.

4. STOCKING RATE: An animal unit (AU) is described as one (1) bull or as one (1) cow with or without one (1) unweaned calf. This lease agreement results in 374 acres of property as the lease and a maximum of 50 animal units. Maximum carrying capacity assumes normal rainfall and growing conditions and is calculated assuming use of both native range, if available, and fertilized improved pastures. The LESSOR does not guarantee maximum carrying capacity. The LESSEE may stock any number of animal units below the maximum number stated. The stocking rate may be increased upon favorable evaluation and written permission given by the LESSOR.

5. ASSIGNMENT: The LESSEE shall not assign this lease agreement or any interest therein, or let or sub-let the leased property, or any part thereof, without the prior written consent of the LESSOR. Neither this lease agreement nor any interest herein of the LESSEE shall be assignable or transferable in proceedings by or against the LESSEE in execution, bankruptcy, or insolvency, or in any other manner by operation of law.

6. PRESCRIBED FIRE:

   (a) The LESSEE shall be responsible for planning and conducting prescribed burns on the leased property. The LESSEE is required to successfully complete the certification program for prescribed burn program provided by the Division of Forestry of the Department of Agriculture and Consumer Services. All burning shall be conducted in accordance with Section 590.125, Florida Statutes. In compliance with Section 590.125, Florida Statutes, the LESSEE shall be the certified burn manager for any and all prescribed burns conducted on the leased property and shall be on site while any burns are being conducted on the leased property. Prescribed burns conducted on the leased property by the LESSEE not in compliance with the conditions described herein, shall be considered a breach of this lease agreement arid subject to the default terms of paragraph 21.

   (b) The LESSEE shall not conduct a prescribed fire on the leased property or any part thereof without first having submitted to the LESSOR a written burn plan with all pertinent information (i.e., area to be burned, condition of fire lanes, location of fire lanes season of burn, etc.), in a format approved by the LESSOR, for review and

approval prior to October 1 of each year. Incorporated into the burn plan shall be a smoke management plan. Prior to conducting any prescribed burns on the leased property, the LESSEE shall obtain a burn authorization from the Division of Forestry of the Department of Agriculture and Consumer Services, and Desoto County if applicable. The LESSEE'S right to conduct prescribed burns on the leased property shall not prevent the LESSOR from conducting prescribed burns on the RV Griffin Reserve when needed for ecological management purposes as required by the approved November 2021 Land Use Management Plan for RV Griffin Reserve, attached as Exhibit "B", or most recent version thereof.

(c) The LESSEE shall hold the LESSOR, its officers, agents and employees harmless from all damage caused by fire resulting from the use or operation of the leased property by the LESSEE or any of its agents or employees including damages caused during the suppression efforts of controlled burns on the leased property; and any damages incurred during such an event shall be repaired by the LESSEE at its expense. Pursuant to Sections 590.13 and 590.125, Florida Statutes, no property owner or his agent conducting a prescribed burn in compliance with the requirements with chapter 390, Florida Statutes, shall be liable for damage or injury caused by fire or resulting smoke, unless negligence is proven.

(d) The LESSEE shall annually and periodically disc existing fire lanes approved by the LESSOR to protect the leased property from wildfires and safely conduct prescribed burns. No new fire lanes shall be created by the LESSEE without written approval of the LESSOR. Fire lanes shall be maintained by November 1st of each year, at a maximum width of fifteen (15) feet.

7. FENCING AND IMPROVEMENTS:

(a) LESSEE shall install adequate fencing along the boundary of the leased property to ensure cattle do not go beyond the boundaries of the leased property. The fencing for the southern boundary of the leased property shall be installed in the location depicted on Exhibit A as "Proposed Cattle Fencing" to ensure an adequate setback from the proposed mitigation area depicted as "NPOPRM" on Exhibit A; the actual alignment of such fencing may differ to a small extent from what is depicted on Exhibit A if the prior written approval of the LESSOR is obtained. The LESSEE shall maintain all fences and gates in good and proper condition through the term of this lease agreement. In the event an existing fence on the leased property is found to be damaged or inadequate, the LESSEE shall take immediate action to repair it.

(b) The LESSEE shall obtain the LESSOR's written approval prior to construction of any additional interior fences upon the leased property. Additional cross-fencing may be required to improve and increase the flexibility of the grazing system.

(c) The LESSEE shall keep and maintain any existing permanent improvements (i.e. working pens, troughs, sheds, and other structures) upon the leased property, or which may be placed thereon during said term, in good repair, damage by a natural disaster excepted. Improvements to the leased property by the LESSEE are prohibited without prior written approval from the LESSOR.

8. IDENTIFICATION: Before being released on the leased property, all cattle shall bear identification (i.e., ear tags, tattoos, brands, etc.) readily traceable to the LESSEE.

9. HUNTING: No hunting shall be allowed by the LESSEE, the LESSEE's family, the LESSEE's employees, or any person on the leased property.

10. PUBLIC USE: The LESSOR reserves the right to use the leased property, in whole, or part, for activities, such as passive public recreation and water resource development. The LESSOR shall consult with the LESSEE in the planning of any recreational amenities or water resource development activities within the leased property.

11. GENERAL OPERATION AND MANAGEMENT: The LESSEE will take appropriate measures to prevent overgrazing, pasture degradation and other environmental impacts to the PROPERTY. Such measures will include but are not limited to the following:

(a) LESSEE will conduct all activities in accordance with all applicable rules and regulations. LESSEE further agrees, when practicable, to conduct all activities in accordance with the most recent Water Quality Best Management Practices (BMPs), established by the Florida Department of Agriculture and Consumer Services, Office of Agricultural Water Policy (FDACS-OAWP) and updates thereto. The FDACS-OAWP Water Quality Best Management Practices Manual is available from the FDACS-OAWP at:

http://freshfromflorida.s3.amazonaws.com/Bmp_FloridaCowCalf2008.pdf or:

FDACS-OAWP
1203 Governor's Sq. Blvd. Suite 200
Tallahassee, FL 32301

Prior to conducting activities on the leased property, LESSEE will demonstrate its intent to implement practicable BMPs by signing the following FDACS-OAWP forms, both found within the FDACS-OAWP Water Quality Best Management Practices Manual, and submitting them to FDACS-OAWP, with copies to the LESSOR:

- Water Quality Best Management Practices Manual Registration Form; and
- Notice of Intent to Implement Water Quality BMPs for Florida Cow/Calf Operations.

(b) The LESSEE is required to manage invasive plant species on the leased property consistent with the November 2021 Land Use Management Plan for the RV Griffin Reserve, or most recent version thereof. The LESSEE shall be solely responsible for maintaining effective control of tropical soda apple (TSA) on leased property using the Best Management Practices described in the University of Florida, Institute of Food and Agricultural Sciences Publication Number SS-AGR-77, and updates thereto at:

http://edis.ifas.ufl.edu/uw097

LESSEE'S failure to maintain acceptable control of TSA will constitute a material breach of this lease agreement for which LESSOR may either immediately terminate this Lease or treat the leased property. If LESSOR chooses to treat the leased property, LESSEE is solely responsible for the cost of such treatment by the LESSOR and agrees to reimburse LESSOR the full amount of the cost upon LESSOR'S written request. LESSEE'S failure to reimburse LESSOR within five (5) days of receipt of LESSOR'S written request will constitute a material breach of this Lease for which LESSOR may immediately terminate this lease agreement. If LESSEE uses fertilizer, hay, seed or other planting materials on the leased property that originated off-site, the LESSEE must make every practicable effort to ensure that such materials are free of invasive plant seeds and other propagules before using.

(c) The LESSEE shall trap or shoot feral hogs on the leased property and maintain a record of all feral hog control activities conducted by LESSEE. All hogs trapped on the leased property must be euthanized in a humane manner and may not be relocated or released. The LESSEE will submit the record of all feral hog control activities to the LESSOR by October 1 of each year of this lease agreement.

12. QUARANTINE: The LESSEE is responsible for the quarantine of all cattle for seven (7) days prior to releasing them on the leased property and ensuring that said cattle are free from exotic seed.

13. HAYING: Haying shall be allowed on the leased property. The LESSEE shall conduct haying activities in such a manner as to not damage or strip the pasture(s) of desirable grasses and shall mow, fertilize, and to the extent practical, keep the pastures(s) free of undesirable weeds and exotic plants (i.e., TSA). If hay is purchased off site, the LESSEE should make every effort possible, to purchase hay, grass seed, and other planting materials that are free of exotics.

14. WORKS OF THE LESSOR: The LESSOR, its agents, successor or assigns, shall have the right to enter upon the leased property at such times and places as the LESSOR may deem necessary for the purposes of inspecting the leased property; constructing rights-of-way, roads and other works for the purpose of travel, canals, ditches; any and all matters pertaining to water resource development, water management activities and/or acceptable land management practices, including but not limited to prescribed burning,

practices which are reasonably necessary and proper for the LESSOR to perform its duties and obligations under the approved Work Plan and current Land Use Management Plan for RV Griffin Reserve and State Laws, subject to obtaining all lawful permits or consent therefore. If the LESSEE is going to obtain any kind of environmental or regulatory permit for work to be conducted on the leased property, the LESSOR reserves the right to review any such permit.

15. PERSONNEL AND VEHICLES: Only personnel and vehicles actively engaged in cattle operations, or otherwise authorized by the LESSOR, shall be allowed within the leased property.

16. PROTECTION: The LESSEE shall maintain the leased property and make regular patrols for the purposes of protection and prevention of wildfires, trespass and vandalism thereon. Patrols shall also include the inspection for downed or damaged fence or open gates and cattle that may have strayed from the leased property. Immediate action shall be taken to rectify any discrepancies found while on routine patrol, including but not limited to the notification of the proper governmental agencies in the event of a wildfire, trespass, vandalism, and repairing damaged fences, and taking appropriate measures to return stray cattle to the leased property.

17. OPTION TO EXTEND: Upon mutual consent of both Parties, the lease agreement may be extended for up to two (2) additional five (5) year terms, under the same terms and conditions.

18. INDEMNIFICATION: The LESSEE shall defend, indemnify and save harmless the LESSOR from and against any loss, damage and liability occasioned by, growing out of or arising or resulting from any default hereunder, or any act or omission on the part of the LESSEE or its agents or employees.

19. INSURANCE: During the full term of this lease agreement, and at its expense, the LESSEE shall carry general liability insurance with a limit of not less than $100,000 for any one person, not less than $300,000 for any one accident and not less than $100,000 for damage to the leased property. Such policy of insurance shall show the LESSOR as an additional insured and shall not contain any provisions whereby the insurer may raise any act or omission of the LESSEE (other than nonpayment of premiums or misrepresentation in the inception) as a defense to affording the LESSOR coverage thereunder. The LESSEE shall deliver to the LESSOR, within ten (10) days after effective date hereof, a copy of such policy of insurance and provide subsequent annual copies of insurance renewal. The LESSOR shall be notified within thirty (30) days of any changes in policy or policy cancellation.

20. TAXES: If any ad valorem taxes, intangible property taxes, personal property taxes, or other liens or taxes of any kind are assessed or levied lawfully on the leased property based on the LESSEE's use thereof during the term of this lease agreement, the LESSEE shall pay all said taxes, assessments or liens, within ten (10) days after receiving written notice from the LESSOR. In the event the LESSEE fails to pay all said taxes assessed or levied on the leased property within ten (10) days after receiving written notice, the LESSOR may, at its sole option, pay said taxes, liens, or assessments, subject, to immediate reimbursement thereof in full together with any interest thereon at the maximum rate allowed by law and any administration costs incurred by the LESSOR. Failure of the LESSEE to pay said taxes shall constitute a material breach of this lease agreement. Taxes levied are due immediately.

21. DEFAULT: Each of the following events shall constitute a default of this lease agreement by the LESSEE:

    (a) If this lease agreement, or any rights under this lease agreement, shall be transferred to any other person or party, except in a manner specifically permitted hereunder;

    (b) If the LESSEE shall vacate or abandon the leased property;

    (c) If the LESSEE fails to obtain and carry the required amount of public liability insurance or if such insurance should lapse during the term of this lease agreement and is not reinstated immediately upon notice being given to the LESSEE;

    (d) If the LESSEE fails to pay the LESSOR any rent when rent becomes due and within five (5) days after actual notice or within ten (10) days after the date of mailing such notice to the LESSEE at the address stated in this lease agreement the LESSEE shall not make such payment; or

    (e) If the LESSEE shall fail to comply with any other conditions of this lease agreement and if such non-compliance shall continue for a period of five (5) days after actual notice or ten (10) days after the mailing date of mailing such notice to the LESSEE at the address stated in this lease agreement. Even if compliance cannot reasonably be had within the stated time, the LESSEE shall be in default for non-compliance unless the LESSEE shall have, in good faith and within the time stated in the sole opinion of the LESSOR, commenced actions to achieve full compliance and does diligently continue such effort until full compliance is accomplished.

22. LESSOR’S REMEDIES UPON LESSEE’S DEFAULT: In the event of default, the rights of the LESSOR shall be as follows:

(a) The LESSOR shall have the right to terminate the lease agreement immediately, thereby acquiring all the right, title and interest of the LESSEE under this lease agreement.

(b) The LESSOR may immediately retake possession of the leased property for the account of the LESSEE and may, in good faith, relet the leased property or any part thereof, for any term, without terminating the !ease agreement, on such rent and on such terms as are reasonable under all prevailing circumstances.

23. UTILITIES: The LESSEE shall pay all deposits and monthly charges for all utility services supplied to the leased property for the benefit of the LESSEE, if any, and all costs for repairing, replacing, cleaning and maintaining connections and service to the leased property.

24. WAIVER: The waiver by the LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a future waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant, or condition contained herein.

25. TERMINATION: Upon termination of this lease agreement, the LESSEE shall quit and deliver up the leased property in as good condition as it now is, ordinary wear and tear excepted.

26. NOTICES: All notices which might be given to the LESSOR or the LESSEE under this lease agreement shall be in writing and by certified mail, addressed to it at the respective address above. All times hereunder shall begin to run on receipt of notice.

27. SUCCESSORS AND ASSIGNS: Except as otherwise provided in this lease agreement, LESSEE may not assign any of its rights or delegate any of its obligations under this lease agreement without the prior written consent of the LESSOR.

28. NO THIRD PARTY BENEFICIARY: Nothing in this lease agreement shall be construed to benefit any person or entity not a party to this lease agreement.

29. CONTROLLING LAW/ATTORNEYS FEES:

(a) The lease agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the lease agreement shall be in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division.

(b) Should either party employ an attorney or attorneys to enforce any of the provisions of this lease agreement, or to protect its interest in any matter arising under this lease agreement, or to recover damages for the breach of this lease agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the LESSOR'S sovereign immunity or extend the LESSOR'S liability beyond the limits established in Section 768.28, Florida Statutes.

30. SEVERABILITY: In the event any provision of the lease agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the lease 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 the lease agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. AMENDMENTS: The lease agreement may only be amended by a written instrument duly executed by both Parties.

[The Remainder of this Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement the day and year first above written.

Peace River Manasota Regional Water Supply Authority, (LESSOR)

By:_____
Richard Anderson, Executive Director

_____
(Witness)

_____
(Print Name of Witness)

(Seal)

Harrison Cattle LLC, (LESSEE)

By:_____
Ken Harrison, President

_____
(Witness)

_____
(Print Name of Witness)

EXHIBIT “A” – Leased Property

PEACE RIVER REGIONAL RESERVOIR (PR3) PROJECT

FUTURE CATTLE OPERATIONS VERSUS NORTH PASTURE ONSITE PERMITTEE-RESPONSIBLE MITIGATION AREA (NPORM)

“leased property” for Amended Cattle Grazing/Haying Lease Agreement

Exhibit “B” -- RV Griffin Reserve Management Plan

Peace River Manasota
Regional Water Supply Authority

Peace River
Manasota
Regional Water Supply Authority

RV Griffin Reserve
Land Use and Management Plan

November 2021

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Project Vision Statement

The RV Griffin Reserve, named in memory of DeSoto County Commissioner RV Griffin, is a unique property situated in southwestern DeSoto County. It was purchased by the District in 1992 to help meet future water supply needs of Charlotte, DeSoto, Manatee, and Sarasota counties. The vision of the RV Griffin Reserve is to provide opportunities for environmental and water resource protection and public passive recreation while securing the future water supply needs of the region.

Public water supply facilities, agriculture, wildlife habitat conservation and passive recreation characterize the diversity of the working landscape at the RV Griffin Reserve. The reserve offers vistas of pine flatwoods, freshwater marshes, wet prairies and glimpses of forested wetlands and oak hammocks. Much of the flatwoods have a sparse overstory of pines and resembles Florida dry prairie, one of North America's most imperiled ecosystems.

As part of a natural drainage divide between the Peace River and Myakka River watersheds, the reserve's natural habitats provide a haven for native Florida wildlife and plant life, many becoming increasingly rare in the region. Outdoor enthusiasts can observe fox squirrels, raccoons, white tail deer, wild turkeys, gopher tortoises, sandhill cranes, bald eagles, scrub jays, wading birds, and other Florida wildlife interacting in their natural environment. Located on the fringe of more urbanized development in Port Charlotte and the City of North Port, the reserve is enjoyed by trail hikers, mountain bikers, and horseback riders alike, all who come to appreciate the alternative tranquility and natural ecosystem the reserve offers.

The property is managed by the Peace River Manasota Regional Water Supply Authority (PRMRWSA).The PRMRWSA operates water supply facilities located on the property that are necessary to maintain water supply reliability for the four counties that it serves. During the dry season, the amount of water flowing down the Peace River declines and is unable to supply all the water needed by the public. During times of high river flow, river water is diverted for current public supply and storage for future needs. Raw river water is stored in two reservoirs, one located on PRMRWSA property within the reserve and the second on the reserve. Pipes connect the reservoir to a treatment plant on neighboring land. For additional storage, treated water is also injected into underground wells of the aquifer storage and recovery system.

Preface

This Land Use and Management Plan (LUMP) guides the use and management of the RV Griffin Reserve (Reserve) through the ten-year period 2021through 2030. The plan may be reviewed and revised at any time during that period should circumstances warrant. The previous edition, from 2011 – 2020 is available on the Authority's website (www.regionalwater.org)

Authority's Mission

The general mission of the Peace River Manasota Regional Water Supply Authority (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." Specific to the RV Griffin Reserve, the Authority's mission is to utilize the property to support regional drinking water supply development and protect those water resources while managing, maintaining, preserving and enhancing the property's natural systems for the benefit of the public now and into the future.

The Plan

This plan translates the District Governing Board's Policy 610-3 and Procedure 61-3b into six site-specific management goals: water resource protection, flood control, natural systems protection/restoration, resource-dependent recreation, renewable resource utilization and special uses. Through review and verification of available resource data, the Reserve's natural function and important attributes are fully described in this plan. Science-based preserve design and management principles were applied to divide the Reserve into delineated management zones. The zone map combines areas sharing similar natural traits, protection requirements, use potential and management needs into the following zone categories: preservation, resource management, recreation, special protection, transportation, and special use. The zone map is then used as a management tool to organize management activities and to locate compatible land uses within appropriate areas of the Reserve.

Zoning designations on the zone map are incorporated into a land use matrix that contains a broad range of potentially compatible resource-dependent recreation activities and renewable resource land uses. Uses deemed compatible with the management goals and natural character of the Reserve are selected and linked to the appropriate management zones. Together, the zone map and land use matrix form the blueprint by which all future land use decisions will be based. Local land use data and regional public use needs and sources information, are then evaluated to identify compatible resource-dependent recreation uses that may be accommodated on the Reserve.

Finally, the plan's strategic objectives are developed to guide the implementation of the District's six management goals for the Reserve. These strategic objectives are one to ten year initiatives that are obtainable, measurable, and are linked to the management goal(s) they are intended to achieve. Through identification of management partners, determination of possible challenges to successful implementation of the strategic objectives, together with consideration of the zone map and land use matrix, the plan allows for the collective development of strategies to overcome land management challenges associated with the Reserve.

Executive Summary

Project Name:	RV Griffin Reserve
Project size:	5,913.45 acres
Basin(s)/Watershed(s):	Peace River / Myakka River
Acquisition date(s):	1992
Primary purpose for acquisition (AORs):	Water Supply Development
Former land uses:	Cattle production, timbering, turpentine production, row crop production, and sod farming
Hydrologic features:	A natural drainage divide between the Peace River and Myakka River watersheds utilizing sheet flow through a series of marshes linked by shallow sloughs for relief of this poorly drained topography
Land cover summary:	Contains 68% upland communities and 32% wetland communities, with the dominant coverage being non-forested wetlands, improved pasture, pine flatwoods, mesic hammocks, and palmetto prairie
Restoration/mitigation	1055 acres of wetland restoration and upland enhancement, conducted as mitigation for impacts from the construction footprint of the Authority's 6 billion gallon public water supply reservoir completed in 2009
Compatible uses	Horseback riding, radio-controlled airplane use, hiking, biking, nature study, and other uses such as cattle grazing and scientific research
Strategic objectives summary	Protection of natural water resources, development and protection of public water resources, hydrologic restoration, restoration of native communities, exotic plant and animal control, public access and public use monitoring
External Coordination	Southwest Florida Water Management District, DeSoto County Sheriff's Office, DeSoto County Fire Department, Harrison Cattle LLC, Natural Resources LLC, Florida Division of Forestry, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection-Regulatory; and United States Army Corps of Engineers

Introduction

The RV Griffin Reserve (Reserve) totaling 5,913 acres, was acquired by the Southwest Florida Water Management District (District) in 1992 from Atlantic Gulf Communities, in cooperation with the Peace River Manasota Regional Water Supply Authority (Authority). The primary purpose of the acquisition was to accommodate the expansion and protection of an existing public water supply system located on adjoining lands.

Since this tract was chiefly acquired for water supply purposes there are several entities, in addition to the District, that hold a stake in the Reserve, therefore, activities that occur within the Reserve's boundaries may be influenced by one or several of these parties. First and foremost is the Authority, who own and manage land parcels completely surrounded by the Reserve. This land contains the original Surface Water Reservoir No. 1 which pre-existed the District's acquisition of the Reserve. Additionally, the Authority now holds a perpetual exclusive easement on approximately 1,475.61 acres of District land located within the Reserve which now encompasses the surface water Reservoir No. 2 and its associated infrastructure that was completed in 2009. These public water supply facilities are owned and managed by the Authority and therefore are not part of this Land Use and Management Plan. The remaining land totaling 4,437.84 acres on the Reserve is held by the Authority as a perpetual non-exclusive easement between the Authority and the District. The non-exclusive land includes Florida Department of Environmental Protection (FDEP) conservation lands, public recreation areas, cattle lease lands, mitigation lands from reservoir construction, and gopher tortoise easement / recipient sites, all of which is managed by the Authority under the terms of this plan and the Management and Operations Agreement between the District and the Authority for the RV Griffin Reserve dated June 9, 2010.

In today's environment, security for the water resources infrastructure plays a significant role in activities that may be compatible on the Reserve, and potentially limit where otherwise seemingly compatible activities may occur. The second party that has an interest in activities occurring on the Reserve is Harrison Cattle LLC. Harrison Cattle LLC holds a cattle lease on 2,305 acres over the southern half of the property which grants use specific for the grazing of cattle. Additionally, the Florida Fish and Wildlife Conservation Commission (FWC) have been granted conservation easements or land use agreements over two permitted Gopher Tortoise Relocation/recipient areas totaling 65.88 acres.

The final stakeholder in the property is the FDEP. The FDEP holds interest in three separate land areas within the Reserve totaling 1,838.61 acres. The first area, often referred to as the "DeSoto Wetlands", includes 374 acres located at the northern most part of the property. This special preservation area resulted from a settlement agreement between the FDEP and Atlantic Gulf Communities Corporation (AGC) prior to the District's acquisition of the property. The agreement required AGC (a.k.a. General Development Corporation, or GDC) to construct a series of wetlands as mitigation for impacts that GDC had previously caused to off-site wetlands. The second land area of special interest to FDEP also predates the Districts ownership of the associated land parcels. This second land area is the 93.44 acres of land containing the abandoned cattle dip site. At the time of the District's acquisition of the Reserve, the cattle dip site property remained inholding while necessary assessments were conducted as part of the FDEP Consent Agreement No. 92-2009

with AGC. The final land area of interest, and the most recent, is the 1,371.17 acres contained in a conservation easement as necessary to provide for the mitigation associated with the construction of Reservoir No. 2.

These preservation and conservation agreements are intended to provide an additional level of protection to these specific sites; to provide natural habitats for the Gopher Tortoise and to assure mitigation activities are protected in perpetuity. As the acting manager of these specific areas the Authority is currently required by permit to provide a high level of maintenance and monitoring for the gopher tortoise areas and on the portion of the Reserve associated with construction mitigation activities. This high level of management activity remained until FDEP determined mitigation success criteria had been met. Since then, the Authority has reduced the level of management activities and have added these specific areas to the balance of the Reserve of which they have full management responsibilities. It is noted that mitigation success criteria were met and approved by FDEP in July 2013 and was met and approved by the United States Army Corps of Engineers (USACE) in September 2015

History

The lands that comprise the Reserve were acquired from Atlantic Gulf Communities Corporation (AGC) in December 1992. AGC (a.k.a. General Development Corporation, or GDC) had previously conducted an intensive investigation of the property as a prelude to developing the entire site as a planned community. The proposed 7,901 acre community called the Villages of Desoto would have included an estimated 17,460 residential units (SWFWMD, RV Griffin Reserve LUMP, 1996), as well as commercial, industrial and community centers. General Development Utilities (GDU), a subsidiary of GDC, had already developed public water supply facilities on adjoining lands. Today, the Reserve lands include all but the southernmost portion of that proposed GDC development site.

Historic use of the property, prior to its acquisition by GDC, is consistent with that of surrounding lands. Settlement of the lower Peace River Valley proceeded during the peaceful interval between the end of the Third Seminole War (1858) and the beginning of the Civil War. A cattle industry flourished during this period and cattle raised in the area eventually served as an important source of beef and hides for the Confederacy (SWFWMD, RV Griffin Reserve LUMP, 1996). Cattle production, timbering and turpentine production were the mainstays of the local economy throughout the late 1800s and the early decades of the 1900s.

GDC acquired the lands comprising the property in 1974 from Wolfgang von Dunser. Analysis of historic aerial photography suggests that the property had been subjected to a minimum of physical alteration as of 1943; however, a very sparse and spotty overstory of pines in the flatwoods areas reflects the long history of logging in the region. It is presumed that the property was also being grazed by cattle during this period. By 1958, a small area of improved pasture had been created along the southern property line, bordering the Seaboard Coast Line Railroad right-of-way and located in close association with the cattle dip site. By 1968, the vast majority of alterations to which the property has been subjected were already complete, including the planting of several hundred acres of pine plantation (SWFWMD, RV Griffin Reserve LUMP, 1996). Extensive networks of shallow ditches, excavated to enhance drainage of the flat terrain were also present;

with those that were not blocked as part of the recent restoration / mitigation efforts remaining conspicuous in present day. Aerial photography from 1980 displays a completed surface water reservoir on the inholding currently owned by the Authority, and the pines planted shortly prior to 1968 appear substantially more mature. The large piles of spoil near the southwest corner of the property, generated during excavation of the original reservoir, were also in place. Aerial photography from 2010 reflects activity that has occurred in more recent years (Figure 2 on page 10). A series of created wetlands, and a spoil pile generated by their excavation, are present at the northern end of the property within the special preservation area referred to as the DeSoto Wetlands by GDC . Removal and sale of the sand material from the large spoil pile created during construction of the original reservoir was completed pursuant to the November 2002 Agreement between the District and Southwest Sand and Fill, Inc., and remnants of the spoil pile can be observed in the southwest corner of the property on the most recent 2010 aerial. Additionally, this recent photography provides evidence of harvesting of the pine plantations by the District and it clearly displays the existence of the Authority's 6-billion gallon water reservoir No. 2 completed in 2009.

Location

The Reserve encompasses a total of 5,913 acres in southwestern DeSoto County, and is located approximately 8 miles southwest of Arcadia, 3 miles west of Fort Ogden, and 2 miles north of the Charlotte County line (Figure 1). It is bounded by the Sarasota County line on the west, the abandoned Seaboard Coastline Railroad right-of-way on the south, and the abandoned Atlantic Coastline Railroad right-of-way on the northeast. The southern half of the western property line borders the incorporated limits of the City of North Port. The eastern tip of the property extends nearly to the floodplain of the Peace River and adjoins lands owned by the Authority.

Figure 1. RV Griffin Reserve Location Map

Situated at the inland edge of the Gulf Coastal Lowlands, the property exhibits the low topographic relief and poor drainage that are characteristic of this physiographic province.

Elevations range between a low of approximately 25 feet NGVD and a high approaching 40 feet NGVD. The flat terrain and poorly drained soils result in a landscape that lacks any well-defined natural drainage features. Generally, drainage occurs as sheet flow through the on-site flatwoods and pastures, and through a series of marshes linked by shallow sloughs, and eventually finds its way into either the Peace River or the Myakka River as the property straddles the natural drainage divide between the two watersheds. The northern half of the property drains primarily to the southwest and the Myakka watershed, while the southern half drains to the south and east before discharging to the floodplain of the Peace River. Along its eastern edge, the property abuts a series of terraces that border the Peace River Valley and mark the transition from the Gulf Coastal Lowlands to the DeSoto Plain (SWFWMD, RV Griffin Reserve LUMP, 1996).

Resource Description / Condition

Water Resources

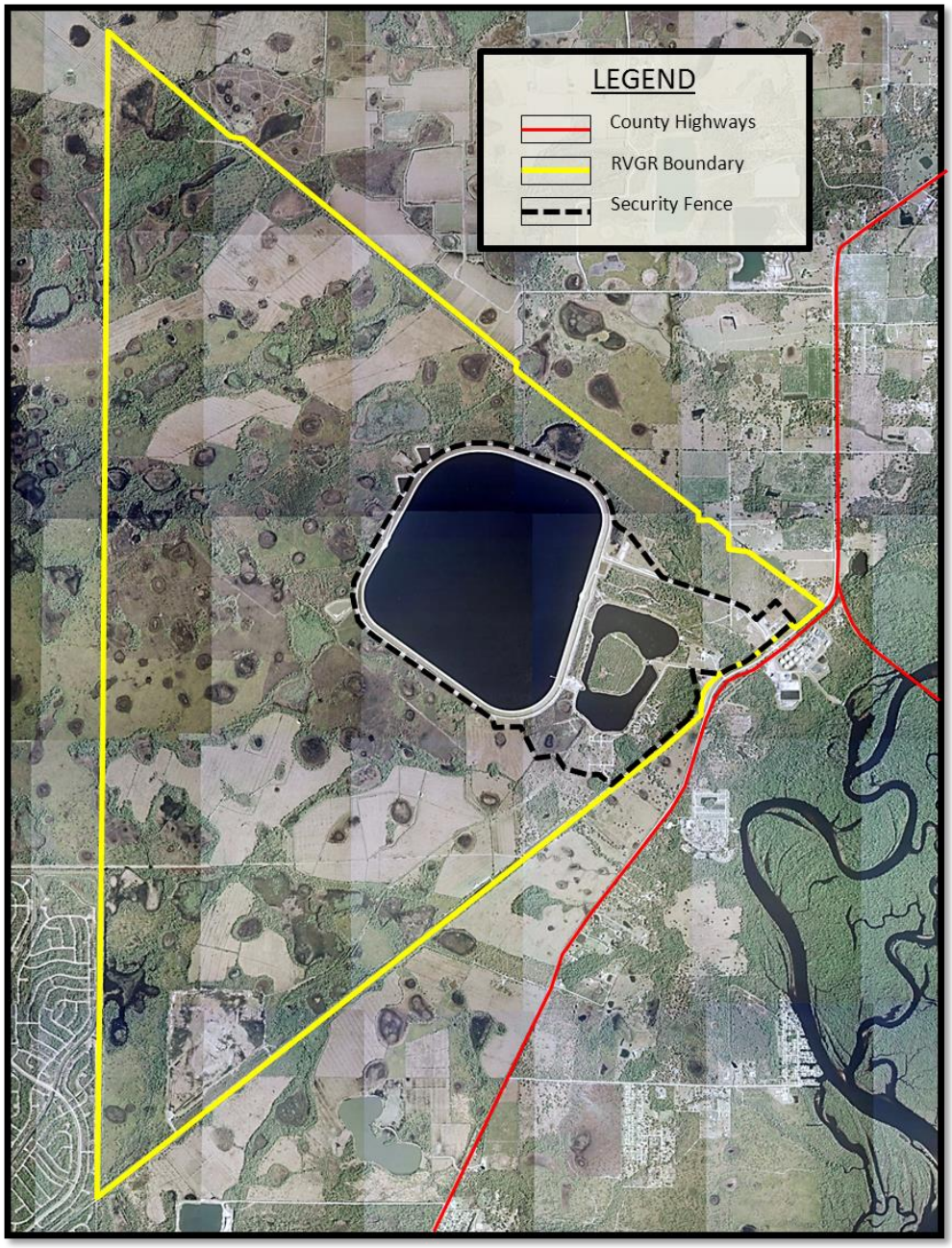
Water supply development and protection was the primary purpose for SWFWMD's acquisition of the RV Griffin property. As such, water resource functions are of extreme importance on the Reserve to include surface and ground water quality, water storage and supply, and storm-water attenuation. While all of these water resource benefits were achieved upon the acquisition of the property, the water supply function has been further enhanced in more recent years through the construction of Reservoir No. 2 and ASR Wellfield No. 2.

Land management practices on the Reserve strive to maintain and protect these valuable water resource functions and preservation of the property's significant water supply values shall take precedence over all other uses. Future management of public use and other natural values of the property will be conducted in a manner which recognizes that the public water supply function is of paramount importance. Water resource functions important on the Reserve are as follows:

Water Supply

Prior to the District's purchase of the Reserve property in 1992, the Authority had acquired existing water supply facilities located on lands immediately adjoining the property. These facilities included Reservoir No. 1, an 85 acre off-stream in ground reservoir located on a 307-acre inholding, and both a 12 MGD surface water treatment plant and six Aquifer Storage and Recovery (ASR) system wells situated on lands neighboring the eastern property line on the eastern side of County Road 769. The reservoir and treatment plant were supplied with raw untreated river water withdrawn from the nearby Peace River via a river intake pump system. Pipelines allowed the transfer of stored river water between the reservoir and the treatment plant. Additional on-site water storage was provided by the ASR system, which consisted of the injection of treated water underground for storage in the wet season, and withdrawal of the previously stored water for public use in the dry season.

Figure 2. RV Griffin Reserve - 2010 Aerial Map



These existing facilities were originally owned and developed by GDU and were placed into service in 1980 before being acquired by the Authority in 1991. Immediately after acquisition, the Authority began preliminary design plans to expand the newly acquired facilities into a regionally significant water supply system able to meet the increasing demands projected by the Authority's customers within the regional area. Subsequent expansion projects listed in Table 1 on the following page have since been undertaken by the Authority to keep pace with regional water supply demands and improve reliability.

Table 1. Peace River Authority Water Supply Capacities

ITEM	1991 Peace River Facility Acquisition	2002 Peace River Option (PRO)	2005-2010 Peace River Regional Expansion Program (REP)	2011-2020 Permit & Rating Modification Projects
Permitted River Intake Capacity	22 MGD	90 MGD	120 MGD	258 MGD
Water Treatment Capacity	12 MGD	24 MGD	48 MGD	51 MGD
Raw Water Storage Capacity	0.6 BG	0.6 BG	6.5 BG	6.5 BG
ASR Wellfield Design Capacity	1.5 BG	6.3 BG	6.3 BG	6.3 BG
Miles of Transmission Main	9	37	42	80

In 1993, three additional ASR production wells were constructed on the Authority's property on the east side of CR 769 in an area defined as Wellfield No. 1. In 1996, based on projected increased finished water demands of 32.7 MGD, the Authority's water use permit was renewed and increased by the District. By 1999, the expansion known as the Peace River Option (PRO) was initiated to increase the existing system's treatment and distribution capacity and for providing additional ASR storage capacity to meet reliability concerns. In 2001, the Authority completed construction of ASR Well Field No. 2 containing twelve production wells located on the 2,777 acres of Reserve land authorized through a License Agreement between the District and the Authority at that time; by 2002 the PRO water plant expansion to 24 MGD treatment capacity was completed. In 2009, the most significant Authority expansion, known as the Peace River Regional Expansion Program (REP), was completed which doubled the Authority's water plant treatment capacity to a total 48 MGD and constructed the new 720 acre off-stream above ground water supply reservoir (Reservoir No. 2) on Reserve lands now distinguished apart from the balance of the Reserve through a Perpetual Exclusive Easement between the District and the Authority. In recent years, plant re-rating efforts have increased the treatment capacity to 51 MGD.

The District's acquisition of the lands comprising the Reserve has served well to provide the land base necessary for planned water supply expansion. Collectively, Reservoir No. 1 with current storage capacity of 521 million gallons, in addition to Reservoir No. 2, provide a total storage capacity of 6.52 billion gallons of surface water available for treatment and supply to Authority customers. The remainder of the property will be available for possible future facility expansions, buffer the reservoirs and buffer the ASR system from surrounding land uses that could be incompatible with the water supply functions of the property. The land area is also estimated to encompass much of the zone of influence that would be created by withdrawals from the ASR system.

Today, these two off-stream reservoirs and the network of 21 ASR wells function in concert to reliably meet public supply demands during periods of low river flow. Such conditions are not unusual during the dry season, when flows in the Peace River decline and the public's demand for water increases in response to an influx of seasonal residents and residential irrigation. However, river flow often exceeds 1 billion gallons per day during the typical summer wet season, making the Peace River one of the most productive sources of fresh surface water in Southwest Florida. With current storage capacity, the system provides a reliable, year-round source of potable water to the Authority's customers within the region.

As population continues to increase in Southwest Florida, further expansion of raw water storage capacities on the Reserve is imminent for the Authority's ability to reliably meet future demands.

Water Quality

The general topography of the Reserve land serves as a natural drainage divide between the Peace River and Myakka River watersheds. Historically, agricultural land uses have predominated the land use and activities of the Reserve. Even today, such agricultural uses, particularly cattle grazing, are prevalent on lands surrounding the property, as well as a portion of the Reserve land itself.

Typical of most land used for cattle grazing and row crops in this geographic area, the Reserve's land also experienced these types of alterations all occurring prior to the District's acquisition of the property. Drainage enhancements designed to improve grazing conditions and crop production in uplands that were subject to seasonal flooding included the excavation of a network of drainage ditches, which has also accelerated the drainage of some on-site wetlands. While nutrient loading in drainage from such lands may often become elevated in response to contact with animal wastes or land application of fertilizer, the ability of natural areas, particularly wetlands, to provide for the natural treatment of contaminated or degraded water runoff is widely recognized. Although some of the on-site wetlands are isolated systems, many others are part of a loosely-linked network of wetlands, freshwater marshes or sloughs that receives drainage from off-site east of the property, flows through the Reserve and eventually discharging to other off-site, down-gradient wetlands west and south of the property. The Reserve's numerous wetlands and freshwater marshes filter surface water sediments and nutrients through the assimilation or metabolization of waterborne pollutants (SWFWMD, RV Griffin Reserve LUMP, 1996).

As described above, land alterations by previous property owners had served to drain wetlands located within the Reserve. Through the design and permitting process associated with the Authority's construction of a new 6 billion gallon reservoir on the Reserve land, it was determined that hydrologic restoration and enhancement of existing on-site drained wetlands was the most preferable and cost–effective form of mitigation for the wetland impacts associated with the reservoir construction. The restoration project consisted of enhancing the existing wetlands and restoring historic wetlands that had been previously converted to upland. This would be accomplished by re-hydrating the wetlands, which has resulted in restored water levels and restored wetland hydroperiods to more natural conditions typically found prior to land use alterations. Hydrologic restoration methods were determined by identifying those wetlands that, when hydrologically enhanced and restored, would provide the greatest long term benefits.

To improve the hydroperiod of the wetlands, 43 hardened control structures, and 37 ditch blocks, were strategically placed throughout the mitigation area. Also included in this work was the removal of 37 berm areas and ditch blocks located within the mitigation wetland sloughs. In addition, a total of 33,275 feet of roadway that restricted water sheet flow were removed from within the mitigation area (FDEP, USACE, Time Zero, biannual and annual Mitigation Monitoring Reports–for the RV Griffin Mitigation Project, 2008 - 2015).

The mitigation project has improved the quantity, quality and diversity of wetland vegetation which also results in the over-all improvement of wetland function within the targeted areas. This has occurred principally by reversing the adverse effects of onsite agricultural ditches; by increasing retention times and re-establishing the overall retention capacity of the system. As such, the water quality enhancement capabilities of the property have also improved which could potentially result in other benefits as well, especially to wildlife species that are dependent upon wetland habitats. (FDEP, USACE, Time Zero biannual and annual Mitigation Monitoring Reports–for the RV Griffin Mitigation Project, 2008-2015). Current land use and management strategies developed for the Reserve will continue to preserve, maintain and protect these systems and their water quality function.

Natural Storm Water Attenuation

Approximately 32% of the Reserve's land cover is composed of wetland habitats (HDR - Peace River Reservoir (PR3) Project - TM 4 Draft -Land Use and Land Cover Map, May 21, 2021). These wetland systems provide natural storm-water attenuation, aquifer recharge, water quality improvement, enhanced habitat, and nutrient recycling.

Natural Systems Protection/Restoration

The protection and restoration of natural systems, and the increase in species diversity of wildlife they support will be a priority strategy on the RV Griffin Reserve.

Habitats

Prior to the extensive landscape modification that accompanied human settlement of Florida, the characteristic landscape of this region consisted of sprawling expanses of pine flatwoods, intertwined with palmetto scrub and mesic hammock areas. These typical upland features were dotted with freshwater marshes and dissected by shallow sloughs. Existing natural land cover on the Reserve property is consistent with this fairly homogeneous historic landscape, as pine flatwoods continue to be the most extensive natural upland community today. Other natural systems such as forested wetlands, that are native to the region, have always been much more limited in distribution on the Reserve, as they are most prevalent on floodplains bordering major rivers and creeks, neither of which are present on the property.

By general definition, the Reserve is comprised of approximately 68% of Upland Communities whether still occurring in a natural or semi natural state, part of altered land communities, or developed land areas associated with the public water supply features of the property. The Wetland

Communities of the Reserve, most typically being non-forested freshwater marshes and wet prairies, comprise approximately 32% of the total land cover. Of the total Reserve lands, approximately 17% is classified as developed land that is directly associated with the public water supply features of the property. Table 2 on page 15 provides an overview of the Reserve based on the Florida Land Use Classification Codes (FLUCCS); it details the major land types by associated acres and percent of total land on the Reserve. Figure 3 below shows the RV Griffin Reserve's natural communities and geographically illustrates these communities using FLUCCS.

Figure 3. RV Griffin Reserve Natural Communities

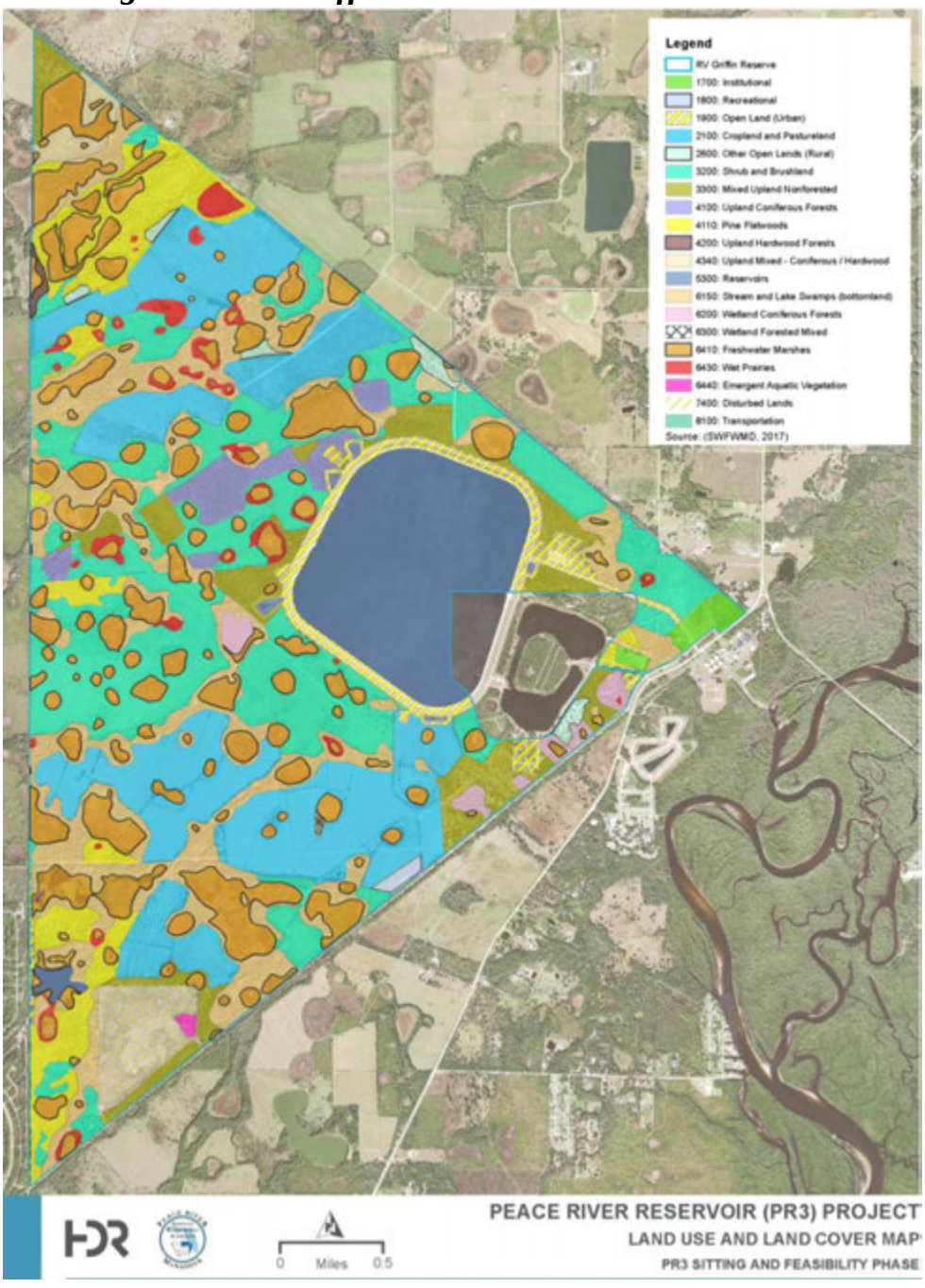


Table 2. FLUCCS Communities of the RV Griffin Reserve

FLUCCS Description	State	Acres	Percent
UPLAND COMMUNITIES:			
Cropland and Pastureland	Altered	1078.94	18.23%
Reservoirs, Open Lands, Roads, Office	Developed	1026.17	17.34%
Shrub and Brushland	Natural	1081.47	18.27%
Pine Flatwoods	Natural	352.87	5.96%
Upland Forested	Natural	171.86	2.90%
Mixed Upland Non-Forested	Natural	329.22	5.56%
Total Uplands:		**4040.53**	**68.26%**
WETLAND COMMUNITIES:			
Non-forested Wetlands	Natural	1821.98	30.78%
Forested Wetlands	Natural	56.59	0.96%
Total Wetlands:		**1878.57**	**31.74%**
TOTAL RESERVE:		**5919.10**	**100%**

***Table 2 updated to reflect SWFWMD 2017 FLUCCS Map**

The following discussion provides an overview of the soil profiles existing within the Uplands and Wetlands of the Reserve. Additionally, a more detailed description of the dominant communities on the Reserve is provided for both the naturally occurring and altered land communities in order of decreasing acreage within each of the Uplands and Wetlands broad classifications. Specific community descriptions are not provided for the various developed land classifications that are primarily associated with the public water resources development component of the property.

UPLAND COMMUNITIES

The soil profiles of the Reserve's upland property are that of Farmton fine sand, Eau Gallie fine sand, and Myakka fine sand. All three soils are described as flatwoods soils that are poorly drained and occur at sites with a high water table. This is consistent with the very mesic or wet nature of the property's flatwoods. The spatial distribution of Myakka fine sand, which is more permeable that the other on-site flatwoods soils, corresponds very closely with the distribution and configuration of the improved pastures. The higher permeability of the Myakka fine sands probably explains the rationale by which the pasture sites were chosen.

Quartzipsamments are the only other soils accounting for a substantial portion of the property. This term applies to dredged or excavated soils that have been deposited over natural soils (SWFWMD, RV Griffin Reserve LUMP, 1996). The spoil piles generated by the excavation of Reservoir 1, which were to a large extent later removed, together with the spoil pile still in existence in the northwestern corner, created during construction of the DeSoto Wetlands, account for the occurrence of these soils on the property.

Cropland and Pastureland - Improved pasture accounts for the vast majority of the property's altered lands and represents the single largest upland community on the Reserve today. Historically the primary uses of these pastures were for cattle grazing and occasional row crop production. Currently accounting for a total area of approximately 1079 acres, or 18.3 percent of total Reserve lands, the pastures are comparable in land areas classified as shrub and brushlands; they are exceeded in land area only by those communities classified as herbaceous, non-forested wetlands.

Bahia grass dominates the vegetative coverage of the pastures. Other groundcover species include St Augustine grass, frog-fruit, flat-top goldenrod, flat sedges, and thistle (FDEP, Peace River REP Phase I- Mitigation Project Application, 2005). The pastures overlie sites that supported pine flatwoods prior to alteration. (SWFWMD, RV Griffin Reserve LUMP, 1996).

Picture 1. Pastureland

Developed Lands - There are several categories of land occurring on the property that have also been altered from their original state as these areas have been "developed" for various purposes directly associated with the expansion of the public water supply facilities on the original property purchase. In the recent FLUCCS assessment conducted on the Reserve, several land classifications were identified that were considered "developed lands" as they are being utilized for office buildings and reservoirs, and for the roads, open spaces, and other surface water features related to the management of the public water storage infrastructure found on the property. However, for purposes of the land management plan discussion, these smaller altered land use classifications have been lumped together as Developed Lands and collectively they represent 17.3% of the total property within the Reserve.

Shrub and Brushland - The largest single category of natural upland cover existing on the Reserve is Shrub and Brushland which now account for approximately 1081 acres or 18.6 percent of the total Reserve land. This land cover class is used for upland nonagricultural, non-forested lands which contain no evidence of cattle grazing. This category is used for areas that have over 67% shrub cover and less than 33% herbaceous. This proportion ignores any forested patches, which may cover up to 25% of the total area. Vegetation is usually native rather than introduced. It includes saw palmettos, gallberry, wax myrtle, coastal scrub and other shrubs and brush. Generally, saw palmetto is the most prevalent plant cover intermixed with a wide variety of other wood scrub plant species as well as various types of short herbs and grasses. In the flatwood region, these prairies were similar to the pine flatwoods communities, but with pine tree coverage less than 10%.

Pine Flatwoods - South Florida slash pine is the dominant overstory species in the property's flatwoods. Longleaf pine has also been reported on the property and is often co-dominant with slash pine in Florida flatwoods. DeSoto County however is located at the extreme southern limits of the natural range of longleaf pine, and its occurrence in significant numbers is somewhat doubtful on the Reserve. The pine canopy in the property's pine flatwoods varies from relatively sparse to nearly absent, due presumably to historic timber harvesting activities. The sparsity of the pine overstory across much of the flatwoods creates the impression of a treeless prairie that resembles the dry prairies of south-central Florida (SWFWMD, RV Griffin Reserve LUMP, 1996).

Picture 2. Pine Flatwoods

Flatwoods generally lack an understory but can support a dense and diverse groundcover that includes numerous shrub and grass species. Such species at the Reserve include saw palmetto, gallberry, wax myrtle, pawpaw, winged sumac, wiregrass, dwarf blueberry, and fetterbush.

During the publication of the 1996 Land Use Management Plan, the Reserve property was reported to contain 525 acres of pine plantations, together with the improved pastures for a total of approximately 1,900 acres of altered land. Also, prior to their conversion, these altered lands had been reported to support natural pine flatwood communities. While considerable acreage of pine plantations existed in previous reports, the majority of this acreage has since been timbered; removing the larger, more mature trees and leaving only smaller pines scattered throughout the original plantations. Over the years since the timber harvest, natural germination and growth of pines has occurred in most of these areas resulting in re-establishment as pine flatwood communities from which they originated. Additionally, a considerable amount of the harvested acreage was removed in the construction footprint of Reservoir 2. With no plans to further harvest or replant the oddly shaped remnants of pine plantations, such remnants have been recombined into the pine flatwoods community in which they were initially developed.

Picture 3. Pine Plantation Remnant

Upland Forested - The smallest natural upland plant community represented on the property is upland forested which is approximately 172 acres in size, or 3 percent of the total land area. This broad classification contains subclasses of coniferous, hardwoods, and mixed forested hammocks. These hammocks provide valuable habitat diversity and are distinguished by a closed canopy of hardwood tree species which include laurel oak, live oak, pignut hickory, cabbage palm and occasional red bay. Groundcover varies from sparse to dense and includes such species as Virginia chain fern, saw palmetto, fetterbush and wax myrtle.

The closed canopy and aesthetic appeal of the property's forested hammocks make them especially attractive to recreational users as picnic areas or other high impact uses. These hammocks will not be targeted for intensive or concentrated forms of public use. Given the sensitivity of hammock groundcover species to physical disturbance, the preservation of mesic hammocks will be considered a management priority. Recreational use will therefore consist primarily of incidental use by those on foot or horse back.

Picture 4. Forested Hammock

Mixed Upland Non-Forested –This classification is used for upland non-forested landscape in which neither herbaceous nor shrubs cover over 2/3 of the area. This class has been modified from FLUCCS, which refers to upland non-forested category as rangeland. It is to be used solely for upland non-agricultural, non-forested lands which have no evidence of cattle grazing. The Mixed Rangeland category is applied when neither grasses nor shrubs are more than 66% dominant. Most are predominately located in the western half of the middle sections of the Reserve, where natural Palmetto Scrub communities account for approximately 329 acres or 5.5 percent of the total Reserve land.

These non-forested prairies, previously classified as Palmetto prairies, are areas in which saw palmetto is the most dominant vegetation. Common associates of saw palmetto in this cover type are fetterbrush, tar flower, gallberry, wire grass and brown grasses. This cover type is mostly found on seldom flooded dry sand areas. These treeless areas are often very similar to the pine flatwoods but without the presence of pine tree canopies (SWFWMD, 2017 Land Use Land Cover Photo Interpretation Key).

Picture 5. Palmetto Prairies

WETLAND COMMUNITIES

The wetlands of the property are underlain by Floridana mucky fine sand, Felda fine sand, or Delray mucky sand. These three soils are all described as deep, very-poorly drained soils that are restricted to depressions and subject to inundation by standing water for at least 6 months per year.

Herbaceous Wetlands - Approximately 1879 acres of the property support wetland communities. This accounts for approximately 31.7 percent of the total land area. The majority of the property's wetlands (1,822 acres) are herbaceous, non-forested systems consisting of freshwater marshes and wet prairies (Table 2).

The marshes conform with depressional marshes as described by the Florida Natural Areas Inventory (FNAI). Depressional marsh is characterized as a shallow, usually rounded depression in sand substrate with herbaceous vegetation or subshrubs, often in concentric bands. They typically occur in landscapes occupied by fire-maintained matrix communities such as mesic flatwoods, dry prairie, or sandhill (Florida Natural Areas Inventory, 2010) and have hydroperiods that can approach 9 to 10 months of inundation per year. Seasonal fluctuations in water level often result in the formation of distinct, concentric bands of vegetation radiating outward from a deep central zone to more shallow peripheral zones. Zones toward the exterior will normally support plant species that are adapted to shorter periods of inundation, relative to interior species (Kushlan, 1990).

Like marshes, wet prairies often display a concentric pattern of plant zonation related to spatial and temporal variation in the hydroperiod. They are often closely associated with freshwater marshes, occurring as transitional areas sandwiched between marshes and adjoining upland communities. Wet prairies are distinguished from marshes by a progressively shorter hydroperiod, which results in a period of inundation or saturation that does not usually exceed 2 or 3 months in duration. If a given marsh/wet prairie system is subjected to an extended change in hydroperiod,

or experiences an alteration in the seasonality of wet and dry cycles, changes in the distribution of vegetation can frequently result.

Picture 6. Freshwater marshes and sloughs

Marshes on the property are dominated by such plant species as arrowhead, pickerelweed, sawgrass, cattail, and water lilies. The wet prairies are dominated by wetland grasses and herbs, including three-awn grass, broom sedge, cordgrass, St. John's wort, spikerush, meadow-beauty, marsh pink, and big yellow milkwort. These wetlands provide foraging and/or nesting habitat for a diversity of wildlife, including many that have been extended protected status.

Forested Wetlands -There are several stands of forested wetland occurring on the property, totaling about 57 acres in land area, or just 1% of the Reserve property. Dominant species at these sites include bald cypress, sweet gum, red maple, loblolly bay, Carolina willow, and wax myrtle. The occurrence of forested wetlands provides valuable landscape diversity and management actions at these sites will be designed to maintain existing vegetation by avoiding physical disturbance.

Wildlife Species

The different habitat types found on the Reserve are important to numerous species of wildlife. To date approximately 72 wildlife species have been identified utilizing Reserve habitats (Earth Balance, Mitigation Report: Environmental Survey of Wildlife Utilization, 2004; FDEP, Annual Report, 2011).

The Pine Flatwoods communities provide valuable habitat for the gopher tortoise, gopher frog, red-tailed hawk, bobcat, gray fox, and white-tailed deer. Some of the rare wildlife species that are preferentially native to true dry prairies but that may find suitable habitat in the Reserve's Pine Flatwoods include: the Florida grasshopper sparrow, which has been designated an endangered species by both the USFWS and FWC; Audubon's crested caracara, which is designated as

threatened by the USFWS and FWC; the Florida sandhill crane, designated as threatened by FWC; and the burrowing owl, which has been listed as a species of special concern by the FWC.

The freshwater marshes and wet prairies on the Reserve provide critical habitat for numerous wading bird species which have been observed on site. These species include: wood stork, Florida sandhill crane, white ibis, little blue heron, great blue heron, great egret, and yellow-crowned night heron.

Picture 7. Florida Sandhill crane and nest

Isolated wetlands are recognized as especially important habitat for amphibians, including the gopher frog, which is expected to occur on the property. The wood stork has been designated an endangered species by the both the U.S. Fish and Wildlife Service (USFWS) and the Florida Fish and Wildlife Conservation Commission (FWC). Florida's subspecies of the sandhill crane has been designated a threatened species by FWC; the white ibis, little blue heron and gopher frog have all been listed as species of special concern (FWC, 2004). The round-tailed muskrat, designated a species of special concern by the Florida Committee on Rare and Endangered Plants and Animals (FCREPA), is another noteworthy species that has been documented on the property (SWFWMD, RV Griffin Reserve LUMP, 1996). Its feeding platforms and burrows are frequently observed along the margins of several marshes and wet prairies.

Invasive Exotic Species

Invasive exotic plant species have become established on the Reserve, primarily on the fallow pastures and agriculture fields. These include, West Indian marsh grass, torpedo grass, thalia lovegrass, cogon grass, tropical soda apple, dog fennel, greenbrier, shiny blueberry, poison ivy, muscadine grapevine, Lygodium, air potato, dwarf live oak, runner oak, Brazilian pepper, wax myrtle, and Peruvian primrose willow. The most problematic plant at this time is Brazilian pepper, which the Exotic Pest Plant Council has identified as a species that is widespread in Florida, and poses a significant threat to Florida's natural areas (Brazilian Pepper Task Force Recommendations: Brazilian Pepper Management Plan for Florida, 1997). It is well-established in some areas of the Reserve, most notably throughout the disturbed areas such as ditch banks.

In efforts to control the invasive exotic species, the Authority's contractor routinely inspects the Reserve property and on an as needed basis identifies such vegetation and applies herbicide on those areas that require treatment. For example, in FY 2020 the contractor logged 362 man hours of labor dedicated to the application of herbicide on invasive exotic vegetation. Through 2020 contractor logged a monthly range of 6 to 61 man hours of labor to apply herbicide on the property. One example of the significant progress being made from the Authority's invasive exotic vegetation control program can be found in the area along the edges of the spoil area sand pile where Brazilian pepper has been significantly reduced.

Restoration/Mitigation

Approximately 1,055 acres of mitigation and enhancement (Table 3), primarily involving restoration of freshwater marsh systems (Mitigation Area A & Mitigation Area B), was required by FDEP and USACE to offset the impacts associated with the construction of the Authority's Reservoir No. 2. The mitigation construction activities in these two slough areas were completed in December 2007.

Table 3. Types of Permitted Mitigation

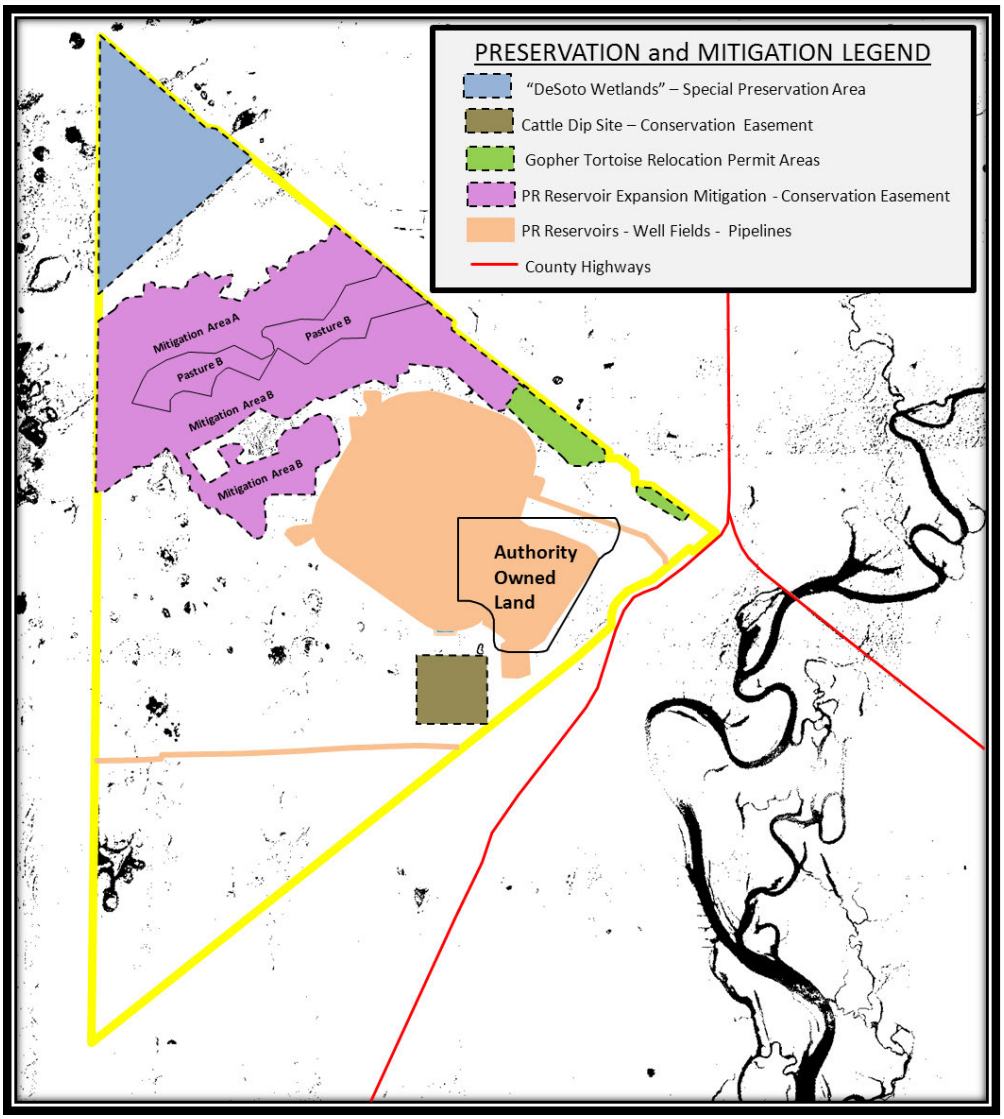
Permitted Mitigation	**Acres**
Herbaceous Enhancement	365.59
Herbaceous Restoration	30.60
Forested Enhancement	60.94
Upland Enhancement	597.58
Total All Current Mitigation	**1054.71**

After the completion of mitigation construction, the Authority became responsible for maintaining, monitoring and reporting to the regulatory agencies the condition of the mitigation areas until complete FDEP permit success criteria was met in July 2013 and USACE success conditions were met in September 2015. Following complete success, the Authority has continued to maintain the mitigation areas in perpetuity as required by the FDEP & USACE reservoir construction / mitigation permits. The FDEP entered into a perpetual conservation easement with the District to afford an additional level of protection to the mitigation sites (Figure 4).

As a condition of the Agreement for the Management and Operation of the RV Griffin Reserve between the District and the Authority, additional restoration beyond the current mitigation areas were to occur in Pasture B and would be completed by the Authority in several phases into the future. In August 2007 an initial conceptual restoration plan was prepared by Earth Balance, the Authority's consultant, to describe the requirements necessary to restore approximately 200 acres of improved pasture (Pasture B) on the Reserve. Over time the initial restoration plan was revised with actual restoration activities beginning in June 2015. As a result of the operations & maintenance agreement, the Authority assumed responsibility for managing the acres contained within Pasture B and returning it to native conditions.

Figure 4 below, shows the conservation and preservation areas that exist on the Reserve today. As well, labels have been placed on the current Mitigation Areas A and B, and the Pasture B Restoration area within the Peace River Regional Reservoir Expansion Conservation Easement.

Figure 4. Conservation, Preservation, and Mitigation Map



Historically, Pasture B consisted primarily of mesic pine flatwoods with lesser associations of palmetto prairie and oak hammock habitats much like the adjacent uplands currently existing on the Reserve. The pasture is situated between two slough systems composed of forested, herbaceous, and shrubby wetlands.

The overall goal of restoring Pasture B is to enhance wildlife habitat and minimize land management costs by returning the 200-acre area to native habitat resembling its historic condition. The restored area will link adjacent native habitats to the north and south with the restoration of a wildlife corridor, thereby enhancing wildlife resources and habitat connectivity within this locally known previously existing wildlife corridor. (Earth Balance, Pasture B Restoration Plan, 2011). To accomplish the goals and objectives stated above, pasture restoration has occurred in phases over several years. The implementation of Pasture B Restoration field work started in 2016 and included mowing, burning, discing, herbicide treatment and seed application of natural grasses. In both 2017 & 2018 herbicide treatment and mowing continued. In 2019 the western part of Pasture B (locally called Bright Pond Field at a size of 65 acres) was completed with more grass seed application, palmetto planting, and tree planting. Routine maintenance of mowing continues for Pasture B during the years of 2020-2021and into the future. Pasture B restoration activities from 2020 to 2021 were also discontinued by the Authority on the RV Griffin Reserve due to the startup of a future reservoir feasibility and siting project on the RV Griffin Reserve.

Land Use Plan

Consistent with District Policy 610-3, the process of completing a conceptual land use plan should include three fundamental components: Land Use Zoning, Land Use Matrix and Review of Regional Recreational Supply and Demand. Below is a discussion of these three individual components and the conclusions derived when evaluating the Reserve. Included in this process is the required inclusion of back ground information gathered in the previous sections of this report. Examples include historical uses of the property, and recreational activities that pre-existed the Authority's management responsibilities. Also included in this process is to determine those activities that are compatible on the Reserve and determine where these activities will fit on the property within the need to have water supply and natural systems management activities. . Finally consideration should be given to the quantity and type of public use already occurring on the property. Aside from individuals connected with the Model Airplane Club, voluntary activity questionnaires were completed by 416 public users of the RV Griffin Reserve during 2009 and 2010. The results of the questionnaires summarize the recent recreational interest as follows:

Table 4. Questionnaire Survey Results

Recreational Uses	**Percentage**
Equestrian use	64%
Hiking	31%
Biking	5%
Survey Total	**100%**

Land Use Zone Map

The Reserve was divided into zones to indicate the appropriate level of protection required to safeguard the various resources found on the property. Habitat quality, hydrological functions, established preserved lands, ecological indicators, sensitivity of natural communities and their inhabitants to disturbance, and user experience values were some of the attributes that were considered during the zoning process for the Reserve. The final zones assigned to the Reserve are based on assessments of the landscape's resource value and sensitivity, and the different level and types of land management use that are planned for the Reserve. The six land use zones assigned to the Reserve are defined as follows:

1. **Preservation Zones (P)** – The function of preservation zones is for the protection and conservation of land and water areas where natural attributes exist in essentially unaltered condition and for areas designated for restoration to their natural, vegetative, hydrologic, scenic, open, agricultural, or wooded condition; to retain such areas as suitable habitat for fish, plants, and wildlife. These zones represent areas that are most ecologically sensitive, which provide natural system core functions, with only low-impact activities or those activities that result in no loss of natural function may be considered in this zone.

2. **Special Protection Zones (SP)** – The function of special protection zones is to provide an additional level of protection to features of high importance or sensitivity. This designation offers the most protection and is not accessible for commercial activities or open to the general public since the primary management practices are currently those associated with mitigation activities.

3. **Resource Management Zones (RM)** – The function of the resource management zones is to provide sustainable resource utilization so as to minimize the impacts of activities on the water resource and natural systems functions of the property. Areas that have been physically altered to a minimal or moderate degree by human actions fall into this category. Maintenance of primary water resource and natural systems function, sustaining revenue generating resource utilization through the leasing of pasture areas for cattle grazing, and / or providing multiple recreational uses in compatible areas are of shared strategic importance in these zones.

4. **Recreation Zones (R)** – The function of recreation zones is to cluster moderate to high impact resource-dependent recreation uses, or high concentrations of users, in areas close to transportation corridors, while minimizing the impact on the water resource and natural systems function of the property. The natural attributes of such zones may exist in a moderately to highly altered condition. Accommodation of resource-dependent recreation available to the general public is the dominant management strategy of these zones.

5. **Special Use Zones (SU)** – The function of special use zones is to cluster compatible user-based and developed uses so as to minimize impacts to all other uses on the project. These include altered areas that are functionally and/or geographically segregated from the other zones. They contain significant public water supply infrastructure of which operational functions may be highly influenced by surrounding uses.

6. **Transportation Zones (T)** – The function of transportation zones are to provide adequate vehicular access to the project. These are linear zones on the periphery of the project or along semi-improved roads within the project. The primary management strategies of these zones are to provide public access to recreation zones and authorized personnel to resource management, special protection, conservation, and special use zones.

The final zones established at the Reserve were based on the general criteria listed below:

1. **Preservation** – Zones established on sites associated with underlying preservation or conservation easements or agreements with the Florida Department of Environmental Protection (FDEP) or with the Florida Fish and Wildlife Conservation Commission (FWC).

2. **Special Protection Areas** – Zones established on sites within conservation easements that have additional Florida Department of Environmental Protection (FDEP) requirements such as mitigation activities related to the Reservoir #2 construction permit or land use limitations associated with the onsite abandoned cattle dip site owned by SWFWMD.

3. **Resource Management** – Zones established to delineate the few remaining stands of harvested pine plantations and the substantial areas dominated by pasture lands, most of which are co-utilized as a source of land management revenues from an underlying cattle grazing lease while also supporting recreational activities. Portions of these areas may in the future support further water supply development.

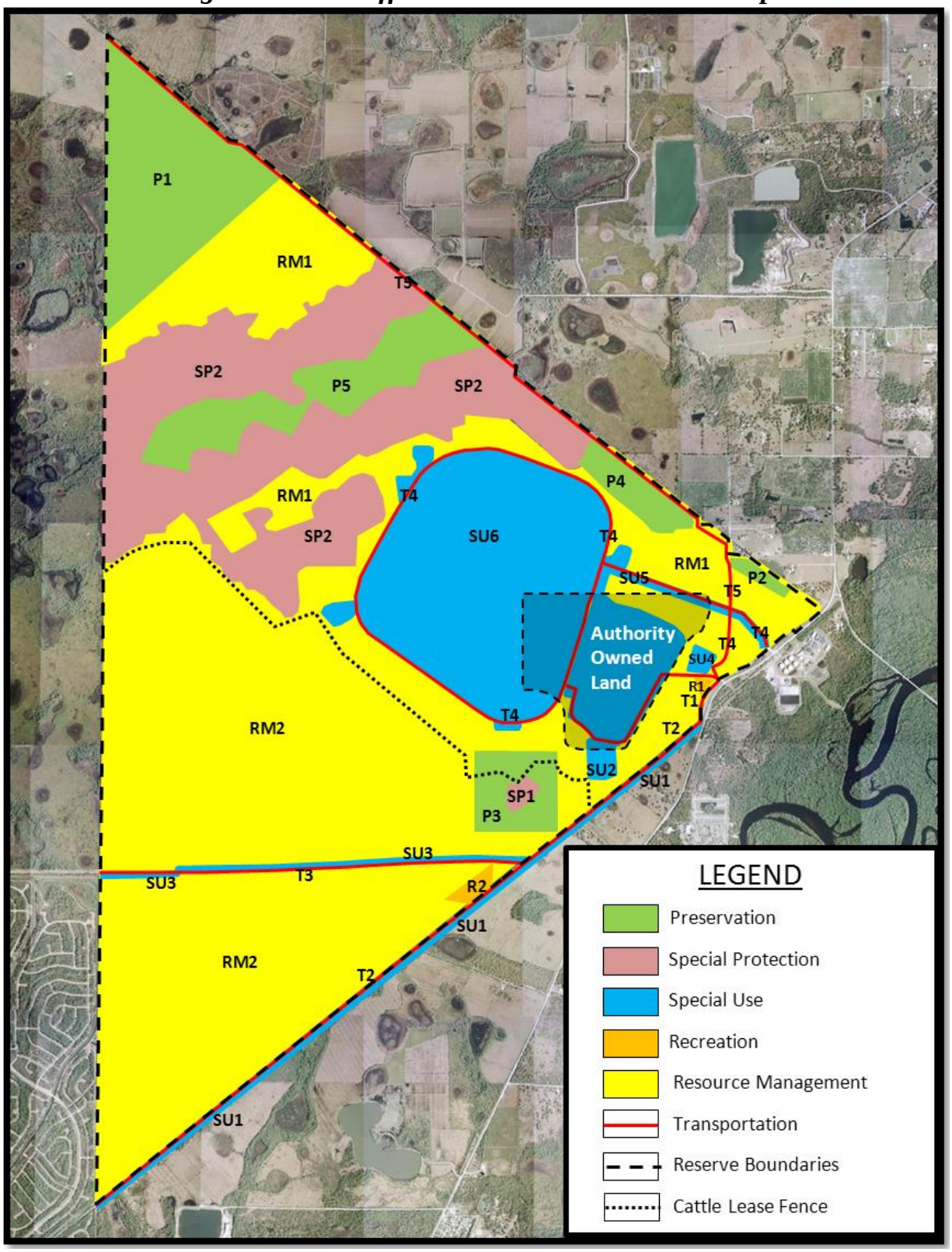
4. **Recreation** – Zones established to include areas that are compatible with plan-designated resource-dependent uses, exclusive to recreational activities only.

5 **Special Use** - Zones established in areas that contain public water supply infrastructure such as well fields, reservoirs, and appurtenances related to their operational requirements. Typically they require a buffer area and a security system from urban growth and development.

6. **Transportation** - Zones established at existing entrances, over both compacted shell and stabilized dirt roads for the purpose of managing the land and water supply resources.

The Reserve's land use and management zoning map Figure 5 on the following page, depicts the land use and management zones established for the Reserve. This map illustrates where special protection is required and where recreation and other special uses may be compatible.

Figure 5. RV Griffin Reserve Land Use Zone Map



Land Use Matrix

The initial matrix used in this step of the process contained a wide range of resource-dependent recreation activities and renewable resource land uses that were considered on the Reserve. The zoning designations specifically established for the Reserve were incorporated into the initial matrix and the entire range of resource-dependent recreation activities and renewable resource land uses listed on the matrix were considered for each zone. Only those activities considered compatible with the zoning designations established for the Reserve were selected and are depicted on the Reserve's final matrix shown in Table 5 below.

Table 5. Resource Dependent Recreation Matrix

			Resource-Dependent Recreation											
Land Use Categories		Authorized Vehicles	Access to Equestrian- Hiking – Bicycling - Nature- Photo	Access- Airplane Club	Hiking	Bicycling	Equestrian	Nature Study/ Photography	Special Hunting	Model Airplane Flying	Cattle / Haying	Permanent Structures	Conservation Easement	Gopher Tortoise Permit
Management Zones														
Special Protection - 1	**(SP1)**	✓											✓	
Special Protection - 2	**(SP2)**	✓							✓				✓	
Transportation – 1	**(T1)**	✓	✓	✓										
Transportation – 2	**(T2)**	✓		✓	✓	✓	✓	✓						
Transportation – 3	**(T3)**	✓			✓	✓	✓	✓	✓					
Transportation – 4	**(T4)**	✓												
Transportation – 5	**(T5)**	✓							✓					
Resource Management – 1	**(RM1)**	✓							✓			✓		
Resource Management – 2	**(RM2)**	✓			✓	✓	✓	✓	✓		✓	✓		
Recreation – 1	**(R1)**		✓											
Recreation – 2	**(R2)**			✓						✓		✓		
Special Use – 1 [36” RTM]	**(SU1)**	✓			✓	✓	✓	✓				✓		
Special Use – 2 [Well Field #2]	**(SU2)**	✓										✓		
Special Use – 3 [42” RTM]	**(SU3)**	✓			✓	✓	✓	✓	✓		✓	✓		
Special Use – 4 [Office]	**(SU4)**	✓										✓		
Special Use – 5 [66” Raw WM]	**(SU5)**	✓										✓		
Special Use – 6 [Reservoir #2]	**(SU6)**	✓										✓		
Preservation – 1	**(P1)**	✓							✓					
Preservation – 2	**(P2)**	✓											✓	✓
Preservation – 3	**(P3)**	✓			✓	✓	✓	✓			✓		✓	
Preservation – 4	**(P4)**	✓												✓
Preservation – 5	**(P5)**	✓							✓				✓	

Regional Recreational Supply and Demand

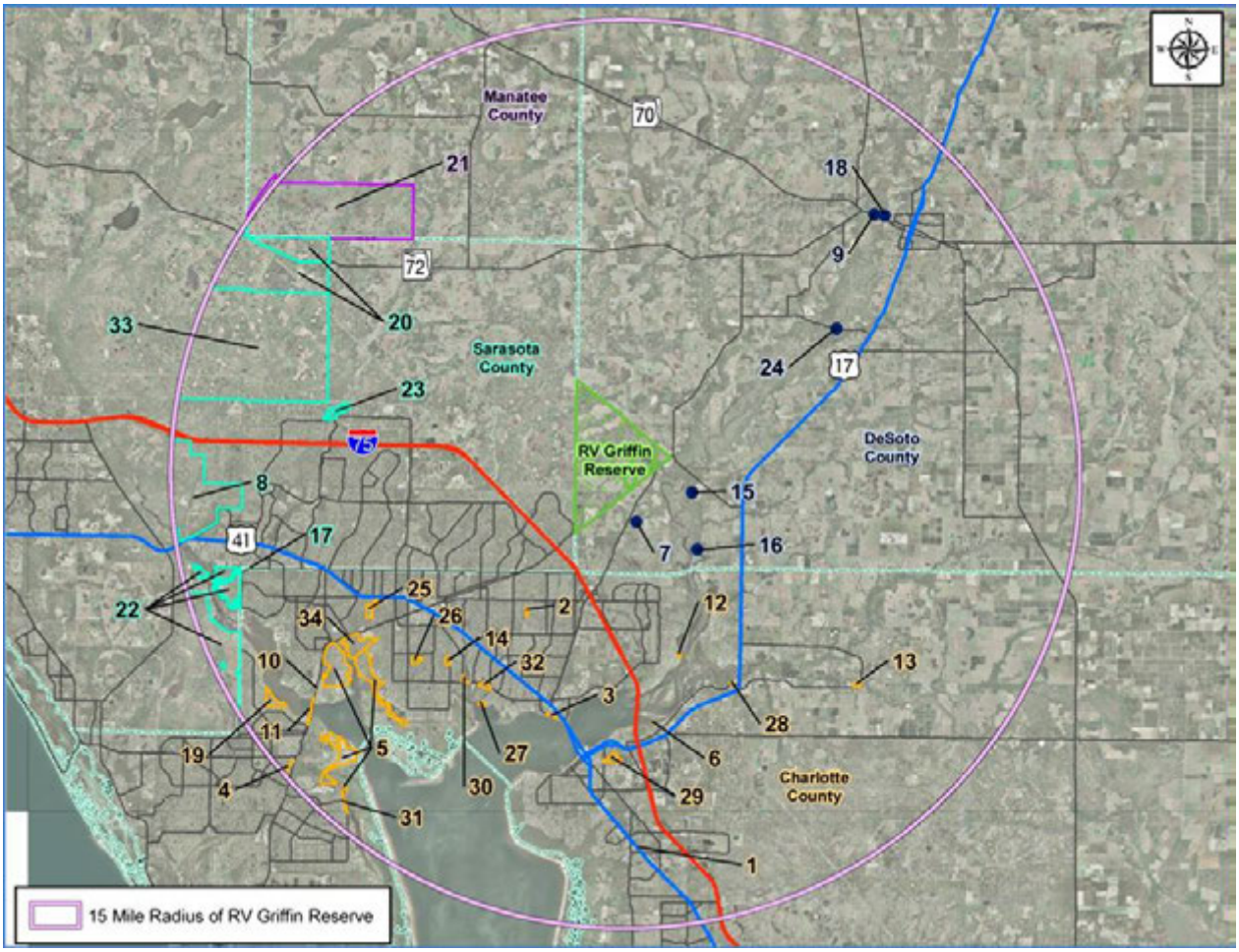
Before the land use zone map and matrix steps were finalized, a regional recreation assessment was conducted to identify nearby recreational opportunities offered by other recreation providers including state and local government. The assessment identified the existing regional and local resource-dependent recreation supply opportunities as shown in Table 6 that are available to the general public within a 15 mile radius of the Reserve.

Table 6. Regional Recreational Supply and Demand

Site Location No	Recreation Facility Name	Picnic	Playground	Camping	Swimming	Fishing	Canoe / Kayak	Nature/ Walking Trail	Equestrian Trail	Hiking	Biking	Birding	Boat Ramp
1	Allapatchee Shores Park	X				X	X						
2	Audubon-Pennington Nature Park							X				X	
3	Bayshore Live Oak Park	X				X	X	X				X	
4	Cape Haze Pioneer Trail Park	X						X			X		
5	Charlotte Harbor Preserve State Park					X	X	X		X		X	
6	Darst Park	X				X	X						X
7	Deep Creek Preserve & County Park	X		X		X	X	X	X	X			X
8	Deer Prairie Creek Preserve	X				X	X		X	X	X		
9	DeSoto Park	X											X
10	El Jobean Boat Ramp						X						X
11	El Jobean Fishing Pier					X							
12	Harbour Heights Park	X	X			X	X						X
13	Hathaway Park	X					X	X	X			X	X
14	Kiwanis Park	X	X					X				X	
15	Lettuce Lake Park												X
16	Liverpool Park					X							X
17	Marina Park, North Port	X											X
18	Morgan Park	X						X		X			
19	Myakka Park					X							
20	Myakka Prairie								X	X	X		
21	Myakka River State Park	X		X		X				X	X	X	
22	Myakka State Forest			X		X	X		X	X	X	X	
23	Myakkahatchee Creek Environmental Park	X	X				X	X					
24	Nocatee Boat Ramp												X
25	North Charlotte Regional Park							X					
26	Ollie's Pond Park							X				X	
27	Port Charlotte Beach Park	X	X		X	X	X						X
28	Riverside Park	X					X						X
29	South County Regional Park	X	X		X	X							
30	Spring Lake Park	X				X	X	X					X
31	St. Paul Linear Park							X					
32	Sunrise Park	X				X	X	X				X	
33	T. Mabry Carlton, Jr. Memorial Reserve	X				X	X	X	X	X	X		

Although the Reserve boundary lies completely within DeSoto County, the host county of DeSoto is sparsely populated as is typical of rural, inland counties within the state. As such, in order to target more significant population densities, a 15 mile radius was used in the recreational supply assessment. This radius as shown in Figure 6 allows inclusion of nearby populations located in the adjacent coastal counties that may utilize the property as well as identify other recreation areas within a reasonable distance of those population centers. Within this 700 square-mile study area, many of the resource-based recreational opportunities available on the Reserve such as hiking, biking, horseback riding, and nature appreciation are currently being provided by other public entities. Many of the sites listed also have an extensive system of amenities including fishing, paddle boating, and permanent restroom facilities that are not available on the Reserve property.

Figure 6. Location Map of Resource-Based Recreation within 15 miles



Recreational Demand – This assessment was conducted to identify the unmet demand for resource-dependent recreation activities near the Reserve that may be considered for addition to the Reserve if compatible with resource management objectives. The recreational demand assessment focused on those demands resulting from the current populations and the projected populations of DeSoto County as the host-county, Charlotte and Sarasota Counties were also considered due to their relative proximity in driving distance to the entrance of the Reserve along County Road 769.

The US Census Bureau reports the 2020 population of DeSoto County at 33,976, Charlotte County at 186,847, and Sarasota County at 434,006, for combined population of 654,829 within this three-county area, which represents only 3% of the state's population. In reviewing the Comprehensive Plans of these three counties, which experienced annual population growth rates ranging from 1.1% to 2.1% between 2011 and 2020, are projected to continue annual growth rates of approximately 1%-2% to achieve their projected 2030 populations. Based on the latest Bureau of Economic and Business Research (BEBR) population projections, the 2030 medium BEBR county population projections are 40,000 for DeSoto County, 215,500 for Charlotte County, and 498,200 for Sarasota County.

The Recreation and Open Spaces Element of these Comprehensive Plans provided an analysis of the current inventories of parks and recreational facilities weighted against their existing and projected populations. Each of these counties' Recreation and Open Space Element identified a surplus of parks as defined within the classification of Regional Parks and Environmental Parks based on State Guidelines. Each county therefore met their recommended level of service for their current populations as well as their Comprehensive Plan projected populations in 2030. Based on the latest BEBR projections, these counties should anticipate growth rates more in the order of 1.0% annually, therefore the current surplus inventories of parks and recreational land should offer these counties the ability to continue meeting the level of service requirements well beyond 2030

The District and the Florida Office of Greenways and Trails' (OGT) are developing a continuous trail referred to as the "River to River" trail, connecting the Myakka River to the Peace River, and have requested the Authority to consider the feasibility of such a proposed connection through the Reserve land. The point at which the proposed trail intersects the Reserve property is referred to as the Longino Alignment and is located along the northwestern boundary at one of the Reserves preservation parcels commonly known as the DeSoto Wetlands.

In addition to this preservation land use zone, special protection land use zones on the Reserve may be impacted by the new trail. Mitigation activities were completed in September 2015 in the special protection zone Regulatory agencies have provided approved successful release with these preservation and special protection land use zones, the Authority, in cooperation with the District, is therefore willing to discuss development of the River to River Trail through the Reserve property.

Figure 7 on the following page illustrates the existing trail network on the Reserve that accommodates hiking, nature studies, biking, and equestrian use. It also provides a visual reference point for the Longino Alignment at the Reserve boundary and displays the various land use zones that exist between the current trails and the proposed point of intersection for the Longino Alignment.

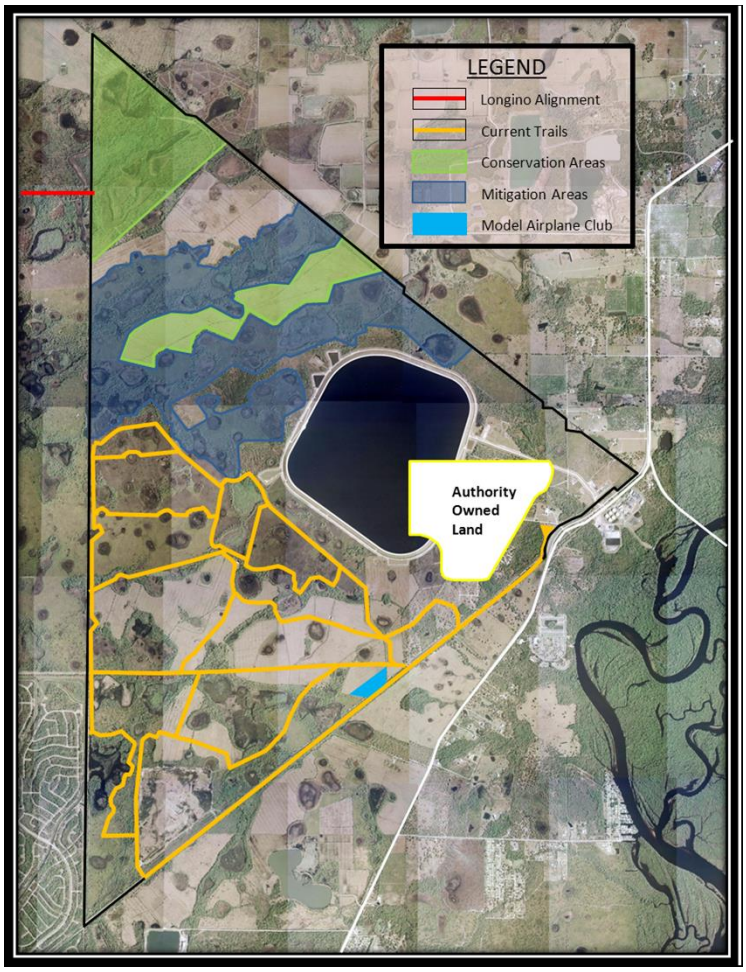
Limitations on Reserve - The land use zones established at the Reserve are to protect and preserve existing natural systems, documented sensitive habitats, and the wildlife that utilize these habitats. These zones also provide a buffer to existing water supply structures and ensure compliance with the Authority's reservoir mitigation permit that requires ecological improvement across large areas of the property. These permit conditions have limited the amount of acreage available for recreational activities such as trail networks and additionally has limited the amount of revenues

that can be generated from lands available for cattle grazing. Only those opportunities that require minimal amenities are considered for future addition to the Reserve.

The regions potable drinking water source contained in the 720 acre above ground reservoir, commonly known as Reservoir No. 2, is situated for the most part on the Reserve property; however it is solely managed by the Authority and is not part of this Land Use and Management Plan. The Authority has a perpetual exclusive easement containing all of the Reservoir No. 2 footprint, associated infrastructure, and access roads, not located on Authority owned land. For the safety of the regions portable drinking water and the public, recreational opportunities are limited on the RV Griffin Reserve to those areas contained in the nonexclusive easement areas.

Conclusion - Based on an analysis of the current and projected public recreational needs and opportunities already available on public lands within the planning region, and due to the inherent public water supply values of the Reserve which places limitations on recreational site opportunities, the Reserve will feature passive, resource-dependent recreational uses. The location of the existing trails and the Model Airplane Club are depicted in Figure 7.

Figure 7. Recreation Trails, Mitigation & Conservation Areas



Picture 8. Entrance Area to Horse Head Trail (R1)

Management Goals and Objectives

There are six broadly-defined goals listed below that describe the land and water resource condition and the resource-dependent recreation experiences to be achieved on the Reserve over time.

1. **Water Resource Protection** - Groundwater and surface water resources are protected, restored and/or maintained in good condition.

2. **Natural Flood Control** - Surface water attenuation within all Reserve wetland and upland systems function normally and naturally.

3. **Natural Systems Protection/Restoration** - Natural systems are protected, restored, and/or maintained, and systems function normally and naturally.

4. **Resource-dependent Recreation** - Visitors safely enjoy appropriate low impact recreational opportunities and amenities.

5. **Renewable Resource Utilization** - Renewable resources are utilized where appropriate and when compatible with resource protection goals and objectives.

6. **Special Uses** - User-based land uses are accommodated in areas designated as suitable for those purposes if they exist.

The achievement of goals established for the Reserve will be under eight ongoing land use and management programs and the specific strategies that fall under these programs. These programs include Resource Protection and Security, Public Use, Land Maintenance, Fire Management, Exotic Species Control, Natural Systems Restoration, Resource Utilization and Resource Monitoring (Appendix 2). All of these programs generally have four phases that include a Start-up Phase, Planning Phase, Operations & Maintenance Phase, and Program Review. As a result, a complete description of all the objectives/strategies implemented under these programs will not be summarized in this plan. Objectives that are considered frequent and routine, or already completed for the Reserve will be listed in an annual work plan. Only primary objectives yet to be achieved and broadly described below are listed in this plan with the anticipated achievement period indicated. The objectives are broken down as Short-term (1-3 Years) 2021 to 2023, Mid-term (4-7 Years) 2024 to 2027 and Long-term (8-10 Years) 2028 to 2030.

Resource Protection & Security

Short-term -- Continue to assess potential wetland erosion areas and rectify problem areas as needed.

Continue the evaluation of Reserve property to locate and identify any remaining, free flowing wells, cattle dip sites, or other potential water resource contamination features, and repair, isolate or remove the source of contamination, as needed.

Continue to monitor the condition of the 8-foot fencing necessary to provide security to the special use zones containing public water supply reservoirs, well fields and other related appurtenances located within the Reserve boundary.

Continue to identify security issues on the Reserve and implement a tiered strategy that includes encouragement of voluntary compliance utilizing signage; installation of physical impediments and deterrents; and enforcement of rules and regulations through utilization of the available staff, law enforcement, contract personnel, and off duty law enforcement officers.

Mid-term -- Continue to evaluate gates, fences, and signage to assure appropriate infrastructure is in place, especially along the western boundary where the interface with urban areas is greatest and replace, repair, or remove damaged or inappropriate materials as needed.

Continue to evaluate and improve the level of service being provided through security contract and adjust as necessary.

Long-term – Continue to replace /install fencing, gates and signage as deemed necessary.

Where appropriate remove interior fencing that no longer serves cattle management or nuisance animal intrusion purposes.

Public Use

Short-term – Maintain established public access: roads, walk through gates, and parking areas.

Continue to evaluate the secondary impacts caused by the public to determine when those impacts are excessive and the alternatives to reduce or mitigate those impacts.

Assess roads, fire lines, and appropriately zoned areas to ensure that these areas continue to be well maintained and meeting the needs of the management plan.

Continue to publish public use maps through updates of recreation guides to formally advertise the Reserve is open for public recreation.

Continue to maintain recreational access points and amenities in accordance with the Management Plan. Continue to provide public use maps for distribution to the public at all access points.

In cooperation with the District initiate volunteer recruitment.

Mid-term -- Maintain established public access: roads, walk through gates, and parking areas.

Continue to maintain existing multi-use trail system and assure it is appropriately and clearly marked using public feedback from users and volunteers.

Continue to publish public use maps through updates of recreation guides to formally advertise the Reserve is open for public recreation.

In cooperation with the District host structured volunteer events bi-annually and provide independent volunteer opportunities.

In cooperation with the District, coordinate with local schools to host environmental education opportunities.

Continue monitoring programs for recreational use areas and trails. Continue monitoring the proper usage of designated trails, number of users, effectiveness and success of public access points to accommodate users.

Continue to evaluate the secondary impacts that result from public use of the Reserve to determine when those impacts are excessive and evaluate the alternatives to reduce or mitigate those impacts.

Long-term -- Continue to monitor recreational access points, trails, and amenities to assure they are in accordance with District policy.

Continue to evaluate recreational opportunities to see if demand is being met; develop additional access points and amenities if deemed necessary within the zones previously defined compatible.

Coordinate with the District and the Department of Environmental Protection's Office of Greenways and Trails and evaluate possible trail connections to the Reserve from other nearby parks and preservation lands.

Using results of mid-term monitoring program, determine level of secondary impacts that result from public use of the Reserve and evaluate the alternatives to reduce or mitigate those impacts.

In cooperation with the District initiate volunteer recruitment for tours, maintenance and support.

Land Maintenance

Short-term -- Install and replace culverts, ditch blocks and weirs at key areas to repair/maintain hydraulic connectivity, maintain established natural hydro-periods and stabilize using rip-rap, and other native vegetation as needed.

Inventory and map all roads and vehicular trails present onsite.

Continue to monitor and maintain primary routes needed for year-round access.

Continue to monitor and maintain annual (perimeter) fire lines hard lines and individual burn unit fire lines utilizing natural breaks and existing disturbances where feasible.

Mid-term – From the short term inventory and map, road and trail networks will be evaluated and a road and trail network improvement plan will be developed as needed.

Fire lines will be evaluated and an improvement plan will be developed as needed.

Long-term --Implementation of major road and fire line improvements as needed.

Fire Management

Short-term – Continue established burn units, burn plans and prescribed burning efforts found on property.

All habitats exhibiting a heavy fuel-load will be targeted for fuel reduction through winter hazard-reduction burning or mechanical fuel reduction under extreme cases.

In cooperation with the District, press releases and outreach will be initiated to educate neighbors of the critical role fire plays in Florida's ecosystems and how it will be utilized in the management of the Reserve.

Mid-term -- All burn units in natural pyric communities will have undergone at least one burn cycle. Continue established burn units, burn plans and prescribed burning efforts found on property.

At least 60% of the prescribed burning taking place within natural pyric communities will be conducted during the growing-season on an interval consistent with historic regimes.

All priority wild land urban interface burn units in natural communities will have undergone a fuel reduction burn on an as needed basis.

Fire lines will be evaluated and an improvement plan will be developed as needed.

Long-term --Staff to conduct an assessment of the on-going prescribed burn program in an effort to identify areas that have not been burned frequently enough or were missed during the burning rotational cycle that could be improved upon i.e. areas being issued, burned in inappropriate season or regime, not enough variability, etc.

Transition the Reserve to a predominately ecological maintenance burning regime

Exotic Species Control

Short-term -- Invasive exotic plant species infestations will continue to be identified, mapped, and prioritized for treatment, with initial control efforts focusing on the most noxious species with the greatest potential of spreading.

Feral hog infestations will continue to be monitored with active trapping efforts being utilized year round as necessary to sustain populations at a maintenance level.

Mid-term -- All FLEPPC category I and II invasive-exotic floral species identified as posing a threat to natural systems on the Reserve will continue to be contained and considered under operations and maintenance.

Staff will stay abreast to potential new exotic animal introductions and take action as needed.

Long-term – Staff will coordinate with District Aquatics personnel to conduct an assessment of the exotics program on the Reserve.

Natural Systems Restoration

Short-term --Assess potential erosion areas, based on soils and gradients, and if deemed necessary, develop erosion control plan, and repair existing problem areas as needed.

The Pasture B Restoration Conceptual Plan is finalized

Mid-term --Complete the final phases of the Pasture B Restoration Plan.

In cooperation with the District, develop a site restoration plan that will concentrate on the remaining altered natural systems not being restored or enhanced as part of the Authority's Reservoir #2 construction.

Mechanical vegetation enhancements and/or restoration will be pursued as needed in habitats that prescribed fire was unable to achieve desired results.

Long-term -- Areas identified within the site restoration plan as being priority sites will undergo the steps necessary to carry out this restoration effort; non priority disturbed sites will be managed until funds are available for restoration activities.

Identify and evaluate the Reserve to determine if there is a need and opportunity to actively place wildlife species on the Reserve that were historically present or would thrive in one of the altered communities.

Resource Utilization

Short-term -- In cooperation with the District, assignment of all rights and responsibilities of the Cattle Grazing/Haying Lease Agreement is complete.

Utilize the cattle lease revenues for reimbursement for actual and budgeted expenses incurred or to be incurred in the management, operation, and security of the Reserve property in accordance to the Management and Operations Agreement Between the District and the Authority.

Mid-term -- In conjunction with the site restoration plan, a resource utilization plan will be developed identifying renewable resources compatible on the Reserve that could be employed to offset management costs.

In cooperation with the District, an evaluation of the feasibility of allowing limited hunting opportunities on this property is completed. Currently use one weekend for a youth turkey hunt.

Long-term -- Resource utilization plan will be carried out as prescribed in the identified areas; lessees or other appropriate revenue generation sources will be sought.

In cooperation with the District, a hunting plan through the FWC on this property is complete.

Resource Monitoring

Short-term -- In cooperation with the District, permanent photo-monitoring stations will be placed on representative habitats following District guidelines for photo-plots.

In cooperation with the District, contract with the Florida Natural Areas Inventory (FNAI), to conduct a comprehensive natural communities mapping effort.

Mitigation areas associated with reservoir construction have met success criteria resulting in monitoring requirements of these areas to be released by The Department of Environmental Protection. Upon the assumption of the management of these areas by the Authority, annual monitoring requirements will be conducted to assure management activities are not negatively affecting mitigation areas.

Mid-term -- In cooperation with the District, a monitoring effort will take place focusing on potential impacts to water resources, flora, and fauna associated with increased public use, prescribed fire regimes, and exotics species presence and control.

Long-term -- In cooperation with the District, an assessment will be undertaken employing the latest technology to identify deficiencies in the Reserve's monitoring program.

Key External Factors

There are several key factors external to the Authority’s management efforts for the property and beyond Authority’s control that could significantly affect the achievement of long-term goals described in this plan.

Challenges to Achieving Goals

Below is a summary of external factors that may affect or influence future management of the Reserve.

- Natural disasters such as hurricanes, floods, wild fires, climate change, and disease that potentially cause unrecoverable resource losses in the Reserve and affect the long-term balance and viability of populations and functionality.
- Exponential proliferation of existing exotic flora and fauna or introduction of new invasive species.
- Development adjacent to or in proximity to the Reserve may degrade resources and ecosystem processes within the Reserve.
- Legal impediments to fire management, such as increasing air quality standards, and exotic plant and animal treatments, such as herbicide restrictions and public resistance.
- Competing priorities and funding shortages that divert funds away from land management.
- Security issues relating to water supply security could alter public access and allowable activities.
- Road and utilities expansions and widening have the potential to impact managed property.
- Inadequate management practices of adjacent landowners engaged in timber harvesting, mining, cattle grazing, water withdrawal or water pollution may adversely affect the Reserve resources.
- Public recreation requests that are not compatible with resources on site.
- Multiple jurisdictional issues that affect protection of the Reserve's resources and enforcement of unauthorized activities.
- Increased demand and market values for natural resources that are present in the Reserve, such as saw palmetto berry, pine heartwood and timber.
- Lack of partners that share stated management priorities and goals for the Reserve.

Local Government, Stakeholders and Coordination Entities

Coordination between the Authority, the District, local governments, neighboring residents and the public will demonstrate the benefits that can be achieved by securing a public water supply for

the future growth of the area, while maintaining the remaining natural ecosystems for compatible multiple uses consistent with District Policies and Procedures.

Future Uses

Consistent with the District's original acquisition intent to secure land necessary to accommodate the expansion and protection of the adjacent public water supply facilities, the Authority's main objective associated with the Reserve land is to evaluate potential water resource development attributes of the property in efforts of meeting the future public water supply demands of the regional area.

The Authority's 2009 Source Water Feasibility Study outlined the potential utilization of the Reserve land for brackish ground water development. The Authority Board awarded a contract to CH2M Hill in 2010 for the Preliminary Investigation of Brackish Groundwater Development. In 2013, CH2M Hill prepared the Conceptual Design of Reverse Osmosis Facilities. Together, these reports conclude that 5.5 MGD of finished water could be developed by construction of up to 3 wells from the Avon Park aquifer system and utilizing reserve osmosis membrane treatment. Additionally, up to 3 additional wells from the Hawthorn aquifer system would also be required for blending with the RO permeate to improve water quality and stability.

During the analysis of the site placement of Reservoir #2, due diligence was conducted regarding the potential requirement of a third water supply reservoir to be constructed within the boundaries of the Reserve land. Engineering consideration of the raw water piping infrastructure and the determination to construct a raw water pipeline TEE near Reservoir #2 was implemented to readily accommodate the future Reservoir #3.

In August 2020, the Authority issued work order No. 1 to HDR Engineering, Inc. for a Siting and Feasibility Study for an additional water supply reservoir on the Reserve as required to meet future supply demands and reliability. This study is expected to be finalized in February 2022 with information as to the size and most suitable location of Reservoir 3.

Water development projects, such as brackish ground water development or construction of an additional raw water reservoir are in planning stages on the Reserve as necessary to meet future regional supply demands. The management goals, objectives, and zoning maps will need to be reevaluated and modified accordingly within the future revision of this land use and management plan.

Appendix 1

Land Use Matrix – Resource –Dependent Recreation Activities and General Land Uses

The matrix below illustrates the master listing of the Resource-Dependent Recreation activities, types of Renewable Resource Utilization, and other Special Uses that were given consideration of acceptable uses within the various Land Use Management Zones of the RV Griffin Reserve.

USE CATAGORIES		Management Zones					
		Preservation Zone	Special Protection Zone	Resource Management	Recreation Zone	Special Use Zone	Transportation Zones
Resource-Dependent Recreation	Mobility - impaired						
	Access - Walkthrough						
	Access – 5 vehicles						
	Access - >5 vehicles						
	Access Equestrian						
	Bicycling – Unimproved dirt trail						
	Bicycling - Mountain						
	Birdwatching						
	Camping - Backpacking						
	Camping - Group						
	Camping Equestrian						
	Equestrian						
	Fishing - Shoreline						
	Fishing - Dock						
	Fishing - Fly						
	Hiking						
	Geocaching						
	Hunting – FWC-WMA						
	Hunting - Special						
	Interpretive Areas or Trails						
	Model Airplane Flyers						
	Nature viewing						
	Nature Photography						
	Paved Trail Uses						
	Swimming						
	Scuba Diving						
	Trail Running						
Renewable Resource Utilization	Timber						
	Cattle						
	Other						
Special Uses	Permanent Structure						
	User-Based Recreation						

Appendix 2

Land Use and Management Programs

1. **Resource Protection and Security –** Secure property with gates and fencing; install informational & boundary signage; conduct patrol and enforcement as necessary; protect cultural and natural resources.
2. **Public Use –** Develop entrance and access points, install recreational signage, amenities and infrastructure; issue recreation permits; establish volunteer groups and environmental education; develop land use agreements, coordinate public outreach & education; coordination with other stakeholders and entities to ensure adequate protection of resources and maximum public benefit; and implementation of recreational monitoring program.
3. **Land Maintenance –** Maintain and install fire lines, structures, and capital improvements; remove unneeded infrastructure and roads as required.
4. **Fire Management –** Conduct prescribed burning for varied silviculture purposes, wildfire suppression and control, and fuel reduction activities.
5. **Exotic Species Control –** Inventory, monitor and develop strategies for removal or control of exotic plants and animals.
6. **Natural Systems Restoration –** Identify, assess and successfully restore altered uplands and wetlands via capital or management projects to optimize natural ecosystem services; restore native wildlife populations.
7. **Resource Utilization –** Identify, assess and implement existing and potential resource utilization opportunities, including timber, cattle, game species and native seed production.
8. **Resource Monitoring –** Establish baseline conditions and monitor the effects of various land management practices and land uses on the natural resources via natural communities mapping and assessments; species surveys, restoration and mitigation program monitoring directed research projects; scientific review and data analysis, photo-monitoring, and monitoring of conservation easements.

References

Bureau of Economic and Business Research, *Projections of Florida Population by County, 2025-2045: Volume 54, Bulletin 189;* April 2021

Charlotte County, *Comprehensive Plan for Unincorporated Charlotte County Florida; Recreation and Open Space Element*; Adopted February 14, 2017

Clark, Dan, Chairman of the Brazilian Pepper Task Force, *Recommendations from Brazilian Pepper Task Force Florida Exotic Pest Plant Council: Brazilian Pepper Management Plan for Florida*, July 97

DeSoto County, *Comprehensive Plan for Unincorporated DeSoto County Florida; Recreation and Open Space Element*; Adopted June 14, 2016

DeSoto County Clerk of Court, *Conservation and Access Easement, INSTR # 928856, OR BK 308 - PG 342*, Recorded December 30, 1992

DeSoto County Clerk of Court, *Conservation Easement, INSTR # 924305, OR BK 299 - PG 1195*, Recorded June 17, 1992

DeSoto County Clerk of Court, *Conservation Easement, INSTR # 200914005082*, Pages 14, Recorded June 11, 2009

DeSoto County Clerk of Court, *Perpetual Exclusive Easement, INSTR # 200814003441*, Pages 7, Recorded April 3, 2008

DeSoto County Clerk of Court, *Perpetual Non-Exclusive Easement, INSTR #200814003442*, Pages 9, Recorded April 3, 2008

Earth Balance, 2579 North Toledo Blade Blvd, North Port Florida, 34289; *RV Griffin Mitigation Plan – Phase I: Conceptual Mitigation Design - Environmental Survey of Wildlife Utilization,* September 2004.

Earth Balance, 2579 North Toledo Blade Blvd, North Port Florida, 34289; *RV Griffin Reserve – Pasture B Restoration Conceptual Plan* – April 2011.

Florida Department of Environmental Protection, *Application Submission by Earth Balance for Peace River Regional Reservoir Expansion Phase I – Mitigation Project*, Nov 4, 2005.

Florida Department of Environmental Protection, *Permit Nos. 14-0257291-001 and 14-0257291-002;Peace River Regional Reservoir Expansion Project- RV Griffin Mitigation Project-Time Zero Monitoring Report submitted by Earth Balance*, February 12, 2008.

Florida Department of Environmental Protection, *Permit Nos. 14-0257291-001 and 14-0257291-002; Peace River Regional Reservoir Expansion Project-RV Griffin Mitigation Project- Annual Monitoring Report submitted by Earth Balance*, February 2011.

Florida Exotic Pest Plant Council. 2005 Invasive Plant List. World-wide-web site http://www.fleppc.org/Plantlist/05list.htm.

Florida Fish and Wildlife Conservation Commission, *FWC - Florida's Endangered Species, Threatened Species, and Species of Special Concern*, January 29, 2004.

Florida Natural Areas Inventory. 2010. Guide to the Natural Communities of Florida. World-wide-website http://www.fnai.org/PDFs/FNAI-Natural-Community-Guide-2010. 278pp

HDR Engineering Inc, 2601 Cattlemen Road, Suite 400, Sarasota, Fl 34232, *Peace River Reservoir (PR3) Project* - TM 4 *Draft - Land Use and Land Cover Map*, May 21, 2021.

Kushlan, J.A., Freshwater Marshes. From *Ecosystems of Florida*. Ronald L. Myers and John J. Ewel, editors, 1990. University of Central Florida Press. 765pp.

Sarasota County, *Comprehensive Plan for Unincorporated Sarasota County; Parks and Recreation Element*; Adopted October 16, 2016

Southwest Florida Water Management District, *A Plan for the Use and Management of the RV Griffin Reserve*, November 1996.

Southwest Florida Water Management District, *Agreement Between The District and Southwest Sand And Fill, Inc., For The Sale And Removal Of Sand Spoil Materials*, November 1, 2002.

Southwest Florida Water Management District, *Board Policy #610-3, Land Use and Management*, June 28, 2005.

Southwest Florida Water Management District, *2017 Land Use Land Cover Photo Interpretation Key*, February 18, 2020.

Southwest Florida Water Management District, *Cattle Grazing/Haying Lease Agreement*, July 25, 2006, Letter Revisions August 31, 2006, and August 10, 2007.

Southwest Florida Water Management District, *Letter of Agreement between the District and the Authority for Gopher Tortoise Relocation on the RVG Reserve*, letter from Chuck Lane dated September 20, 2007.

Southwest Florida Water Management District, *Management and Operations Agreement Between the District and the Authority for the RV Griffin Reserve*, June 9, 2010.

Southwest Florida Water Management District, *Procedure #61-3b, Land Use and Protection/Land Resources*, July 11, 2006.

Southwest Florida Water Management District, *Recreation Guide to Southwest Florida Water Management District Lands*, 2009 Edition.

Van Buskirk/Fish & Associates, Inc, 12450 Unit C, Tamiami Trail, North Port Florida, 34287, *Specific Purpose Survey- RV Griffin Reserve Reservoir Easement, Mitigation, Conservation and Misc. Sites, Sketches and Legal Descriptions*, October 4, 2007.

US Census Bureau, *QuickFacts, Population*, , https://www.census.gov/quickfacts/fact/table August 12, 2021

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

REGULAR AGENDA
ITEM 1

Water Supply Conditions Report

Presenter - Katie Gilmore, Director of Operations

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

Water Supply Conditions at the Peace River Facility as of May 15, 2025.

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

May Water Demand	32.85 MGD
May River Withdrawals	0 MGD
Storage Volume:	
Reservoirs	4.77 BG
ASR	8.67 BG
Total	13.44 BG

Attachments:
Presentation Materials

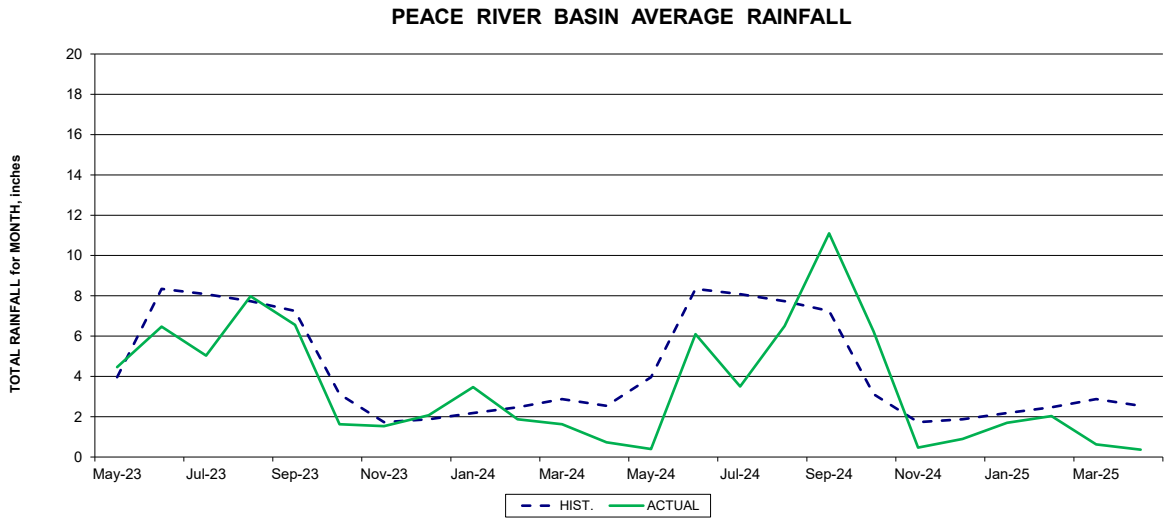
Water Supply Conditions

Regular Item 1
June 04, 2025

Peace River Manasota

1

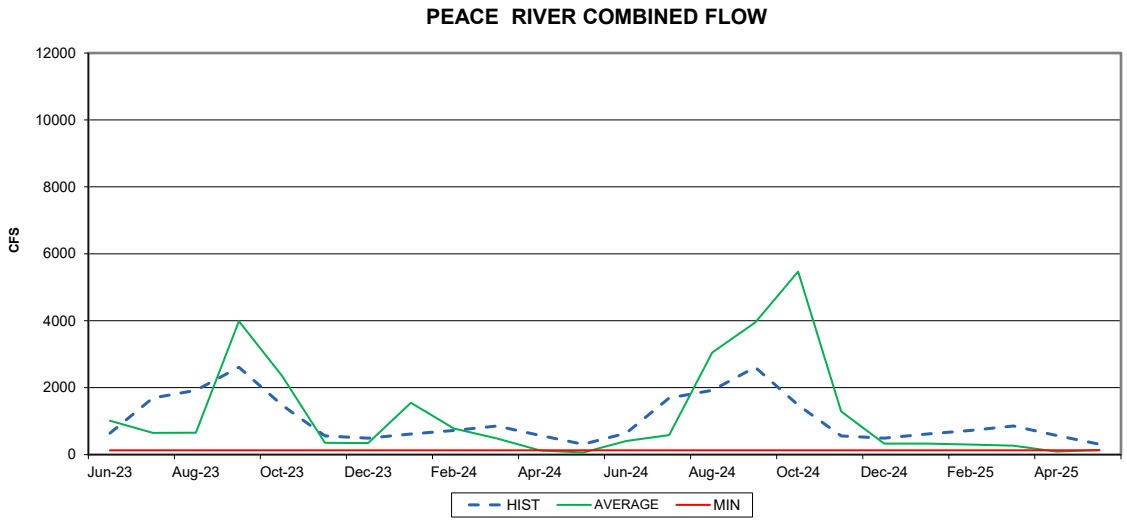
Peace River Basin Average Rainfall



Peace River Manasota

2

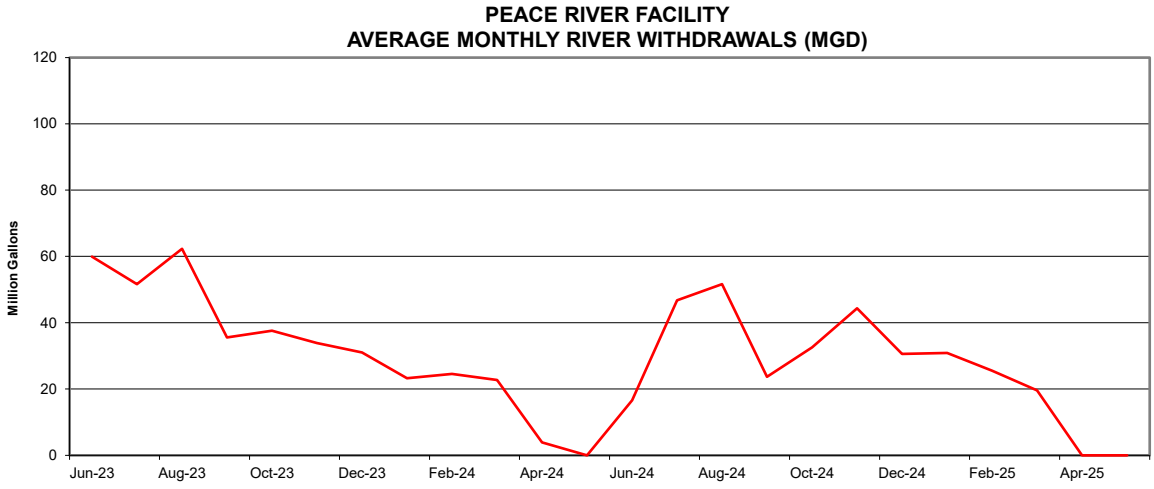
River Flows



Peace River Manasota Regional Water Supply Authority

3

River Withdrawals



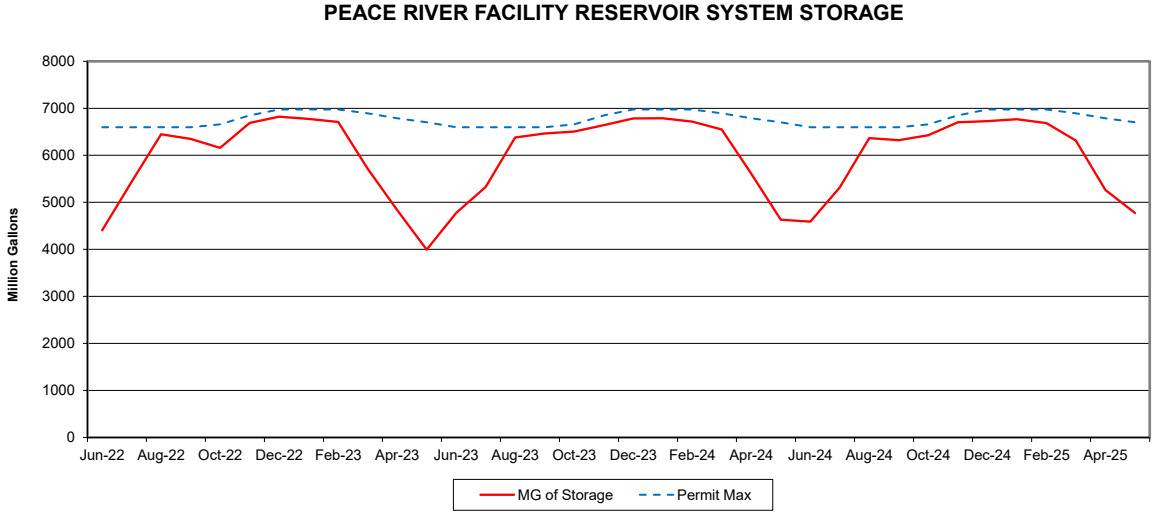
River Withdrawals

March – 19.6 MGD April – 0 MGD

Peace River Manasota Regional Water Supply Authority

4

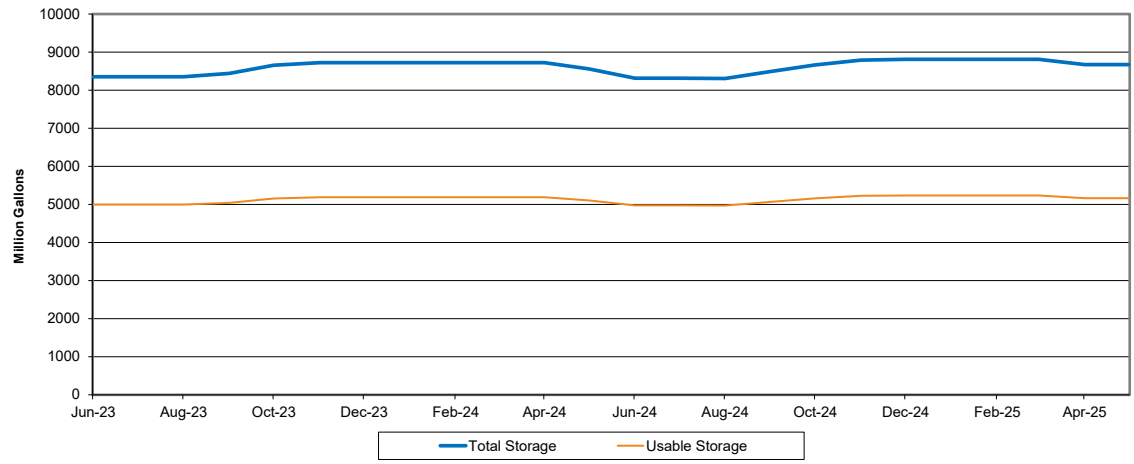
Surface Water Storage



Peace River Manasota Regional Water Supply Authority

5

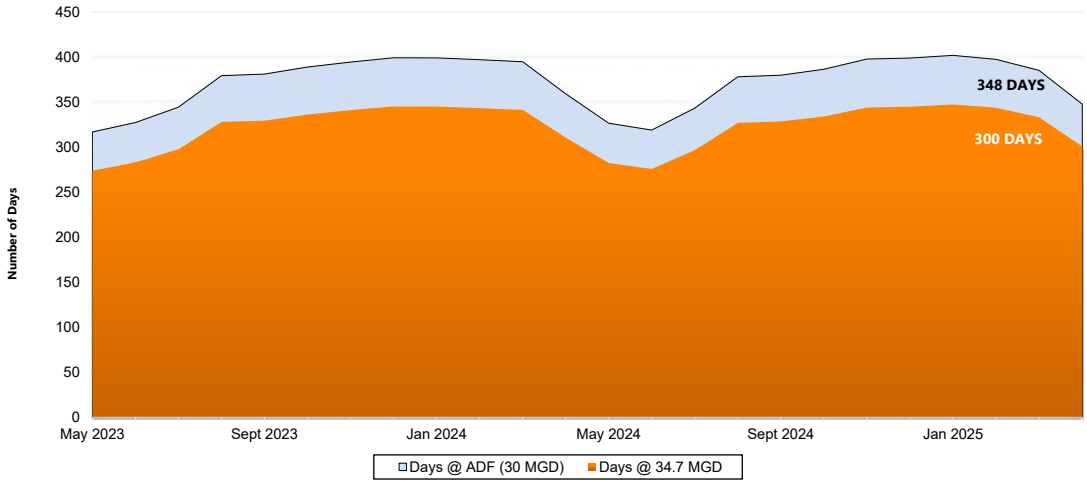
ASR Storage



Peace River Manasota Regional Water Supply Authority

6

Estimated Days of Supply



Peace River Manasota Regional Water Supply Authority

7

Regional Water Production and Use April 2025

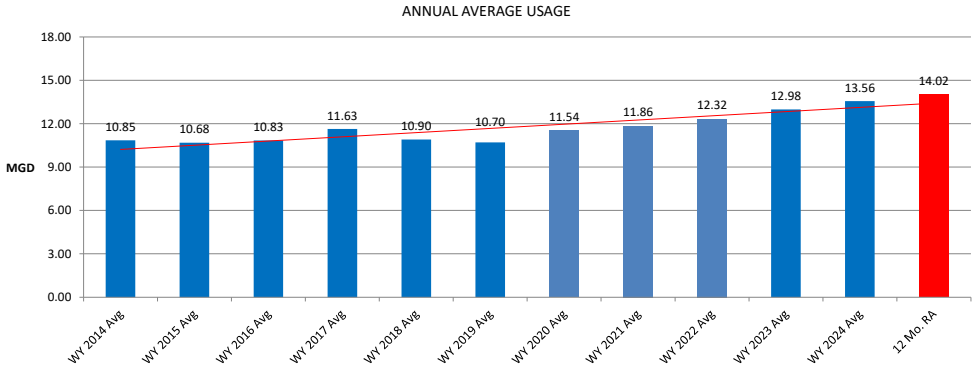
Source	Capacity [MGD]	April 2025 [MGD]
Authority System	34.70	33.54
County & City Facilities	72.59	66.22
Total Capacity & Production	107.3	99.76
Export to Non-Authority Customers	NA	4.01
Authority Customer Total Water Use	107.3	95.75

Peace River Manasota Regional Water Supply Authority

8

Charlotte County

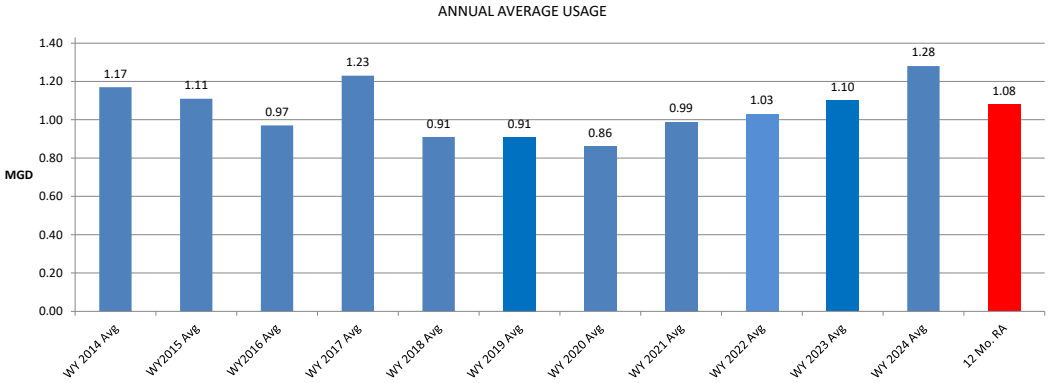
SOURCE	CAPACITY [MGD]	APRIL 2025 [MGD]	% UTILIZED
Peace River Facilities	16.10	15.22	94%
Charlotte Self Supply	3.17	0.98	31%
TOTAL	19.27	16.20	84%



9

Desoto County

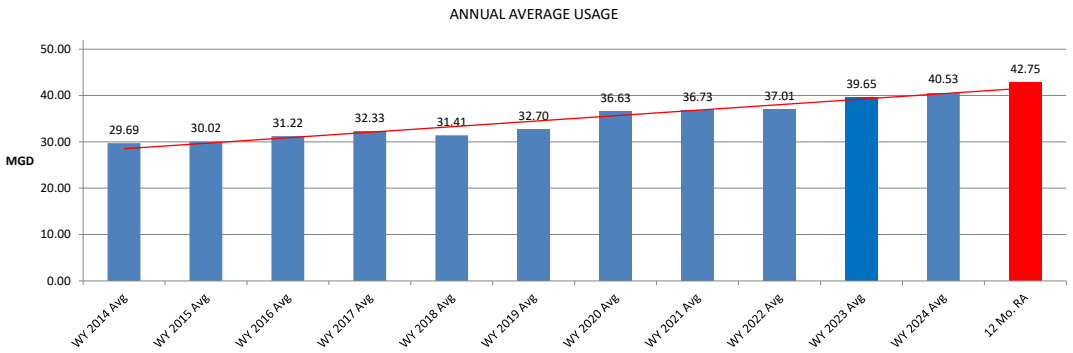
SOURCE	CAPACITY [MGD]	APRIL 2025 [MGD]	% UTILIZED
Peace River Facilities	0.723	0.74	100%
Desoto Self Supply	0.75	0.34	45%
TOTAL	1.473	1.08	73%



10

Manatee County

SOURCE	CAPACITY [MGD]	APRIL 2025 [MGD]	% UTILIZED
Manatee Self Supply	52.846	45.73	86%
Export to Sarasota Co.	NA	3.55	
Export to Others	NA	4.01	
TOTAL	52.846	53.29	100%

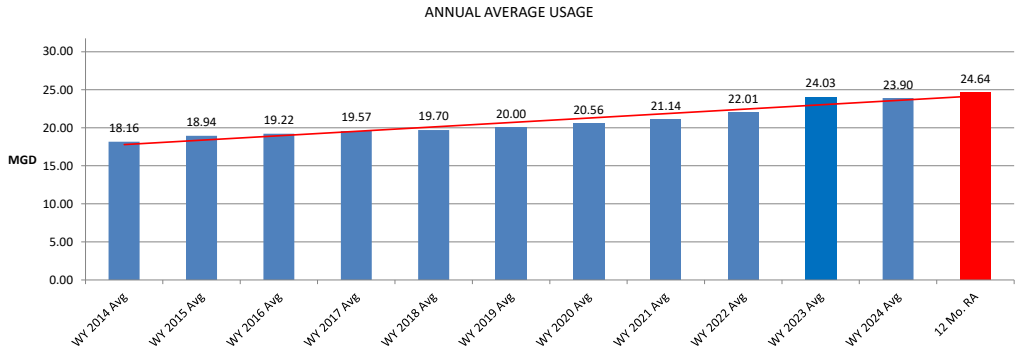


Peace River Manasota Regional Water Supply Authority

11

Sarasota County

SOURCE	CAPACITY [MGD]	APRIL 2025 [MGD]	% UTILIZED
Peace River Facilities	15.06	16.43	100%
Import from Others	4.00	3.55	71%
County Self Supply	10.52	8.06	76%
TOTAL	29.58	28.03	95%

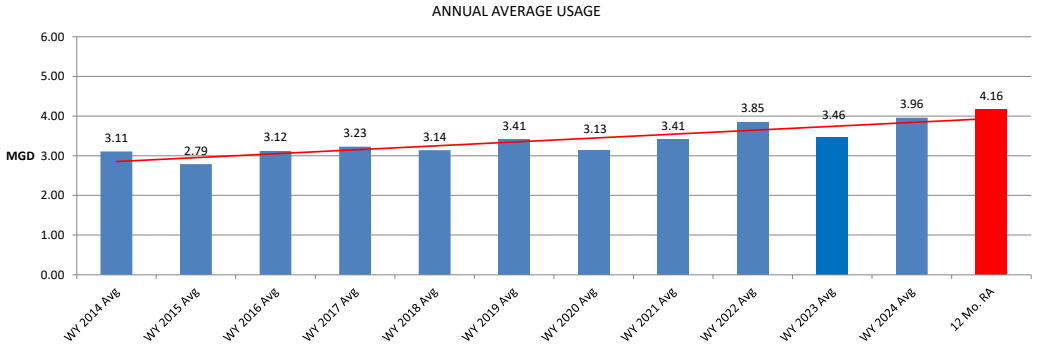


Peace River Manasota Regional Water Supply Authority

12

North Port

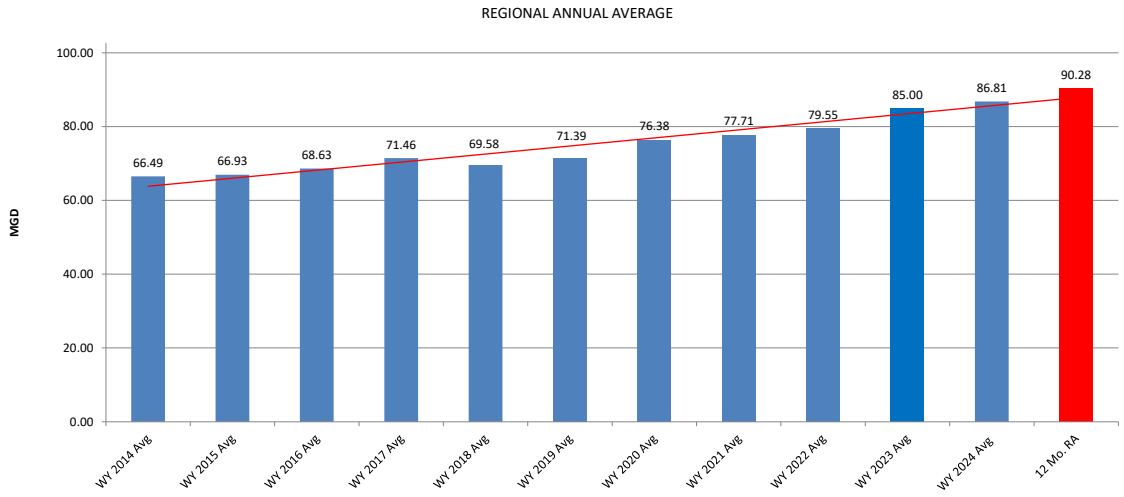
SOURCE	CAPACITY [MGD]	APRIL 2025 [MGD]	% UTILIZED
Peace River Facilities	2.865	1.15	40%
North Port Self Supply	5.30	3.54	67%
Water Exchanged	N/A	0.01	
TOTAL	8.165	4.70	57%



Peace River Manasota Regional Water Supply Authority

13

Regional Demand



Peace River Manasota Regional Water Supply Authority

14

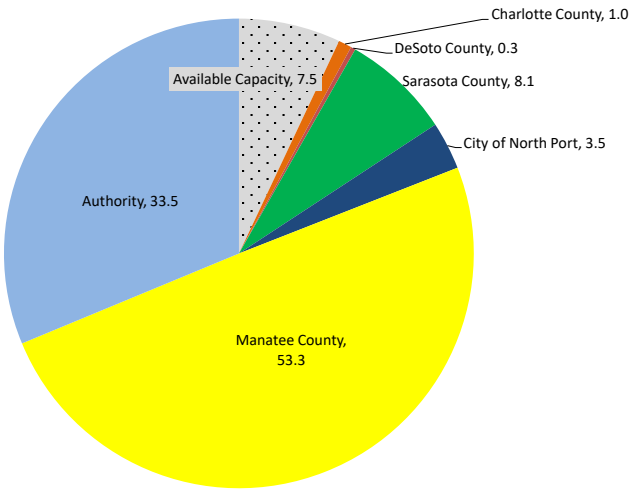
Regional Utilization April 2025

107.3 MGD Available

99.8 MGD Used

7.5 MGD Available

93% Utilized



Peace River Manasota Regional Water Supply Authority

15

Questions?

Peace River Manasota Regional Water Supply Authority

16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

REGULAR AGENDA
ITEM 2

2025 Legislative Update

Presenter - Laura Donaldson - Manson, Bolves, Donaldson & Tanner

Recommended Action - **Status Report:** This item is provided for Board information and no action is required.

The 2025 Florida legislative regular session began on March 4th and has been extended until June 6th to complete work on the state budget as required by law. Laura Donaldson with Manson, Bolves, Donaldson & Tanner will recap the Session and discuss legislative action affecting the Authority's adopted legislative priorities.

Budget Action – No action is needed.

Attachments:
Presentation Materials

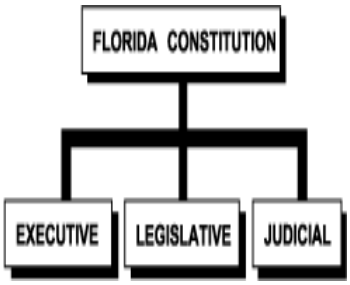
MBDT

Manson
Bolves
Donaldson
Tanner

Laura Jacobs Donaldson, B.C.S.

www.MansonBolves.com

1



MBDT Manson Bolves Donaldson Tanner

MansonBolves.com

2

2025 Florida Legislature

- Newly Elected Legislators
  - 26 new Representatives
  - 9 new Senators
- Majorities
  - 85-35 (R-D)
  - 28-12 (R-D)
- 1,952 bills filed
- Passed by both Chambers: 255 bills (will increase – specified bills still can be considered) – 13%*
- Approved by Governor: 49 bills - 19.22%
- Pending on Governor's Desk: 40 bills - 15.69%
- Awaiting Presentation: 164 bills - 64.31%

*as of May 21, 2025

Major Issues

- Rural Renaissance
- Condo Reform
- Hope Florida
- Tax Reform
- Budget
- State Lands
- Insurance
- Hemp
- Tort Reform
- Constitutional Amendment Process

Budget

- Senate's proposed budget: $117.3 billion House's proposed budget: $112.9 billion

- SB 2500: Appropriations
- SB 2502: Implementing the 2025-2026 General Appropriations Act
- SB 110: Rural Communities
- SB 2504: State Employees
- SB 2506: Natural Resources
- SB 2508: Judges
- SB 2510: Prekindergarten Through Grade 12 Education
- SB 2514: Health and Human Services
- SB 7022: Retirement
- HB 5013: State-funded Property Reinsurance Programs
- HB 5015: State Group Insurance
- HB 5203: Capitol Center
- HB 5501: Documentary Stamp Tax Distributions
- HB 7031: Sales Tax Rate Reductions
- HB 7033: Taxation

5

House Budget
HB 5001

Peace River Manasota Regional Water Supply Authority Regional Transmission System Expansion

HF 2430 by Connerly (Senate LF 1259 by Boyd)

Amount Included: $1,500,000

Requested Amount: $3,000,000

Peace River Manasota Regional Water Supply Authority Surface Water Expansion Project

HF 3544 by Buchanan (Senate LF 1378 by Boyd)

Amount Included: $3,500,000

Requested Amount: $7,000,000

1555 GRANTS AND AIDS TO LOCAL GOVERNMENTS AND NONSTATE ENTITIES - FIXED CAPITAL OUTLAY
GRANTS AND AID - WASTEWATER GRANT PROGRAM
FROM WATER PROTECTION AND
SUSTAINABILITY PROGRAM TRUST FUND

6

Passed Legislation

7

FDACS
SB 700 (Chapter 2025-22, L.O.F.)

- In addition to other revisions, the bill:
  - Creates a definition for “water quality additive” for the purpose of regulating public water systems – fluoride
    - any chemical, additive, or substance that is used in a public water system for the purpose of:
      - (a) Meeting or surpassing primary or secondary drinking water standards;
      - (b) Preventing, reducing, or removing contaminants; or
      - (c) Improving water quality.
  - Prohibits the use of any additive in a public water system that does not meet the above definition
  - Effective Date: Except as otherwise expressly provided in this act, this act shall take effect July 1, 2025

8

Assault and Battery on a Utility Worker
SB 1386

- Increases penalties against individuals who commit acts of violence against utility workers while on duty
- Defines "utility worker" to include marked employees or contractors for utilities supplying electricity, gas, water, wastewater, telephone, or communications services
- Adds utility workers engaged in critical infrastructure work to the list of persons whose assault or battery offenses are subject to reclassification and mandatory minimum sentencing
- Rephrases statutory definitions of "utility workers" that require such individuals to wear appropriate gear that clearly identifies them as an employee of a utility provider
- Effective Date: October 1, 2025

9

Mitigation Banks
SB 492

- Expands laws passed by the Legislature in 2024 that provided credits for environmental mitigation projects
- Creates a standardized schedule for releasing mitigation credits and removes the requirement that DEP and WMDs determine the release schedule on a case-by-case basis based on statutorily enumerated factors
- Allows permit applicants to use mitigation credits from outside a mitigation service area when an insufficient number or type of credits are available within the impacted area and DEP or a WMD determines such mitigation is necessary
- Requires DEP or a WMD to verify the availability, or lack thereof, of mitigation banking credits within the impacted watershed
- Establishes multipliers that must be applied for out-of-service-area and out-of-kind mitigation credits
- Requires all mitigation banks to provide an accounting of mitigation credits to DEP or a WMD, which must be compiled and submitted to the Governor and Legislature
- Effective Date: July 1, 2025

10

Construction Regulations
HB 683

- In addition to other revisions, the bill:
  - Provides that for construction contracts entered into after July 1, 2025, if a local government entity receives a price quote for a change order from its contractor, which meets all statutory and contractual requirements, the local government must provide written notice to the contractor approving or denying the price quote within 35 days
  - If a local government denies the price quote, the written notice must specify the alleged deficiencies in the quote and list the actions necessary to remedy the deficiencies. If a local government fails to provide such information in the written denial notice then the change order and price quote are deemed approved and the local government must pay the contractor the amount stated in the price quote upon the completion of the change order
  - Prohibits a contract between a local government and a contractor altering the prompt payment provisions
  - Provides that the state or any political subdivision, which contracts for public works, may not penalize a bidder for performing a larger volume of construction work for the state or political subdivision, or reward a bidder for performing a smaller volume of construction work for the state or political subdivision
- Effective Date: July 1, 2025

Israeli Bonds
HB 669

- Prohibits a local government's investment policy from requiring a minimum bond rating for investing in bonds issued by the Israeli government
- Effective Date: July 1, 2025

Transportation
SB 1662

- In addition to other revisions, the bill:
  - Provides that a county or municipality may not adopt a rule or regulation that prohibits or requires a permit for a public sewer transmission line that is within a public right-of-way as part of a septic-to-sewer conversion project in which the FDOT and DEP or its designee have previously issued a permit
- Effective Date: July 1, 2025

13

Administrative Procedures
SB 108

- Revises Florida's administrative code and updates timelines and processes for public hearings and how information may be incorporated by reference in agency rules
- Prohibits automatic expiration of rules
- Requires a notice of rule development to be published within 30 days
- Broadens the scope of agency workshops
- Clarifies legislative ratification thresholds and obligations
- Creates a new rule review process
- Effective Date: July 1, 2025

14

Emergencies
SB 180

- In addition to other provisions related to the ways local and county governments respond to development after emergency declarations, the bill:
  - Under an Emergency Order, formal determination of the delineation of the extent of wetlands, tolling and extension of determinations shall apply retroactively to January 1, 2023
- Effective Date: Except as otherwise provided in this act, this act shall take effect upon becoming a law

Resilient Florida Trust Fund
HB 1313 (Chapter 2025-12, L.O.F.)

- Re-creates the Resilient Florida Trust Fund in the DEP and repeals the scheduled termination of the trust fund (July 1, 2025)
- Effective Date: July 1, 2025

SWFWMD Confirmations

Josh B. Gamblin	Appointment	Arcadia	8/27/2024-3/01/2028
John Richard Mitten	Reappointment	Brooksville	8/27/2024-3/01/2028
Michelle D. Williamson	Reappointment	Dover	8/27/2024-3/01/2028

17

Failed Legislation

18

Water Management Districts
SB 7002/HB 1169

- Clarifies and restricts expenditures, revise governance and quorum standards, expand reporting and funding mechanisms, and establish procurement and tax requirements for water management districts
- Aligns the definition of "expenditure" under district lobbying law with the definition under executive branch lobbying rules, require investigations of prohibited expenditures, and forbid certain officials from making or accepting such expenditures
- Updates state funding review to evaluate South Florida Water Management District's compliance with expeditious pursuit of project modifications and ensure project components do not delay project modifications previously authorized
- Removes the legislative approval requirement for creating or changing subdistricts or basins in the St. Johns River Water Management District
- Require a quorum composed of a majority of both appointed board members and vacancies for conducting official district business, and mandate a majority vote of the entire board before taking action
- Authorizes the South Florida Water Management District to acquire public-interest land for water storage north of Lake Okeechobee and prohibit requesting a land acquisition by federal condemnation

19

Water Management Districts (cont)

- Requires enhanced annual reporting by the South Florida Water Management District on total estimated remaining Everglades restoration costs, project performance, integrated delivery schedule funding sources, and project status
- Prohibits districts from using state funds unless they are specifically appropriated as the local match for a state grant program
- Requires a resolution adopted by a majority vote of the governing board for districts to levy additional ad valorem taxes for certain capital improvement projects, subject to approval in a voter referendum and within defined millage limits
- Revises budgeting requirements for each district by adding a capital improvement plan section covering the current and upcoming fiscal years and clarifying guidelines for any state-funded expenditures
- Requires the South Florida Water Management District to include a separate section in its preliminary budget for all projects within the Comprehensive Everglades Restoration Plan
- Prohibits the Legislative Budget Commission from rejecting certain district budget proposals specifically appropriated by the Legislature
- Gives procurement preference to the lowest responsible and responsive bids for major construction projects over $20 million, subject to performance assurance and warranty requirements
- Mandate all water management district project proposals be ranked on a separate list in the Statewide Flooding and Sea Level Rise Resilience Plan, require at least 50 percent cost shares for most projects, and create an 20-year interest-free loan program to finance eligible district projects, providing administration and penalties

20

Special Districts
SB 986/HB 973

- In addition to other provisions, the bill:
  - Limits the legal liability of independent special districts that make district lands and water areas available to the public for outdoor recreation
  - Allows special districts to utilize purchasing agreements entered into by the state
  - Authorizes independent special districts to conduct state and federal criminal history checks of district's employees, vendors, and certain users of the district's facilities

21

Special Districts
SB 1392/HB 6029

- Repeals a 2024 provision relating to a requirement that special districts establish goals, objectives, and performance measures to assess the performance of district programs and activities and publish an annual report concerning the goals and objectives the district achieved and failed to achieve, etc.

22

Government Efficiency
SJR 1756/HJR 1325

- Proposes an amendment to the constitution to establish a new Cabinet position, the Commissioner of Government Efficiency (COGE), who will be responsible for investigating and reporting on fraud, waste, and abuse
- COGE would have the authority to audit, investigate, and report on fraud, waste, and abuse within the executive branch of state government, counties, municipalities, and special districts

23

Identification Cards for Public Works Employees
HB 341

- Mandates the Office of Program Policy Analysis and Government Accountability to produce a report by January 1, 2026, on implementing a state-issued identification card for public works employees as first responders
- Specifies that the report must consider the feasibility of including the national Public Works First Responder symbol
- Requires that the completed report be delivered to the Governor, the President of the Senate, and the Speaker of the House of Representatives

24

Residential Utility Disconnections
SB 330/HB 419

- Prohibits utility disconnections when forecasted heat indices reach 90 degrees Fahrenheit, temperatures drop to 32 degrees or below, or during a state of emergency
- Requires waiving of reconnection and late fees under certain temperature conditions
- Informs utility disconnections referencing the weather forecasts provided by the National Weather Service
- Forbids disconnecting services on weekends, state holidays, and days preceding holidays
- Prevents utilities from passing compliance costs to customers
- Mandates that utilities provide disconnection policies at the start of service, before scheduled disconnections, and on their websites
- Obligates utilities to inform customers of disconnection suspensions via public alerts in multiple languages, based on the primary languages spoken within the service area
- Mandates delivery of nonpayment notices through multiple communication methods and requires utilities to offer payment assistance information
- Disallows service disconnections for accounts less than 60 days overdue
- Permits voluntary suspension of disconnections by utilities under broader terms for weather emergencies and stipulates penalties for non-compliance

25

One Water Approaches to Water Resource Management
SR 1846/HRB 661

- Encourages the adoption of One Water approaches for holistic water resource management to ensure sustainable water supplies and environmental health
- Advocates integrating water supply, quality, protection, and conservation strategies to support ongoing economic growth and avert anticipated water supply shortages
- Emphasizes the economic and health importance of water, noting its critical role in supporting the state's strong economy and providing for recreational and commercial needs
- Highlights the existing pressures on water resources due to unprecedented state growth and demand, reporting that 67% of the area is in water resource caution zones with over 2,000 water bodies impaired
- Notes that traditional separate management of water supply, wastewater, and stormwater has led to inefficiencies
- Recommends collaborative and integrated systems approaches to manage all water types, ensuring resource optimization and ecosystem sustainability while supporting economic and public benefits

26

Cybersecurity Incident Liability
SB 1576/HB 1183

- Provides civil liability protection to entities that comply with specified cybersecurity requirements following a cybersecurity incident
- Ongoing effort to address the increasing reliance on data and software by businesses of all sizes and the rise in frivolous litigation following cyberattacks

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

REGULAR AGENDA
ITEM 3

Integrated Regional Water Supply Plan 2025

Presenter - Jim Guida, Water Resources and Planning Director; Laura Baumberger, Carollo Engineers

Recommended Action - **Motion** to accept the Authority's 'Integrated Regional Water Supply Plan 2025 Update' (Carollo; June 2025).

At the April Board meeting, staff and Carollo Engineers provided a status update on the 2025 Integrated Regional Water Supply Plan (IRWSP), including an overview of regional demand projections. At the June meeting, staff and Carollo will provide a presentation on the final version of the 2025 Integrated Regional Water Supply Plan update for Board acceptance. The presentation will include a recap of regional demand projections and an overview of other components of the IRWSP including regional water supply facilities, regional transmission, water conservation and reclaimed water opportunities, and potential future water supply projects.

Staff recommend that the Board accept the Integrated Regional Water Supply Plan 2025 Update Final Report. The Executive Summary section from the Integrated Regional Water Supply Master Plan 2025 Update Final Report is attached under Tab B, along with an electronic copy of the Final Report as Tab C.

Budget Action – No action is needed.

Attachments:
Tab A Presentation Materials
Tab B Integrated Regional Water Supply Master Plan 2025 Update - Executive Summary
Tab C Integrated Regional Water Supply Master Plan 2025 Update - Final Report (Electronic only)

TAB A
Presentation Materials

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

2025 Integrated Regional Water Supply Plan

Draft Report

June 4, 2025 | Board Meeting

carollo · EarthBalance · ASR Systems

1

Agenda

1. Report Content
   a) Chapter 1 – Introduction and Background
   b) Chapter 2 – Regional Facilities Update
   c) Chapter 3 – Demand Projections
   d) Chapter 4 – Conservation
   e) Chapter 5 – Potential Water Supply Projects & Resiliency
   f) Chapter 6 – Transmission System
   g) Chapter 7 – Reclaimed Water Opportunities
   h) Chapter 8 – Conclusions
2. Motion to Approve Report

OBJECTIVES

Inventory the existing water supplies and treatment capacities within the region

Project the most probable regional potable water demands to 2045 and 2075

Assess water conservation in the region

Identify potential water supply projects within the region

Update the regional transmission system model for future water delivery needs

Document reclaimed water activities in the region

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2

01 Report Content

3

Chapter 1 – Introduction and Background

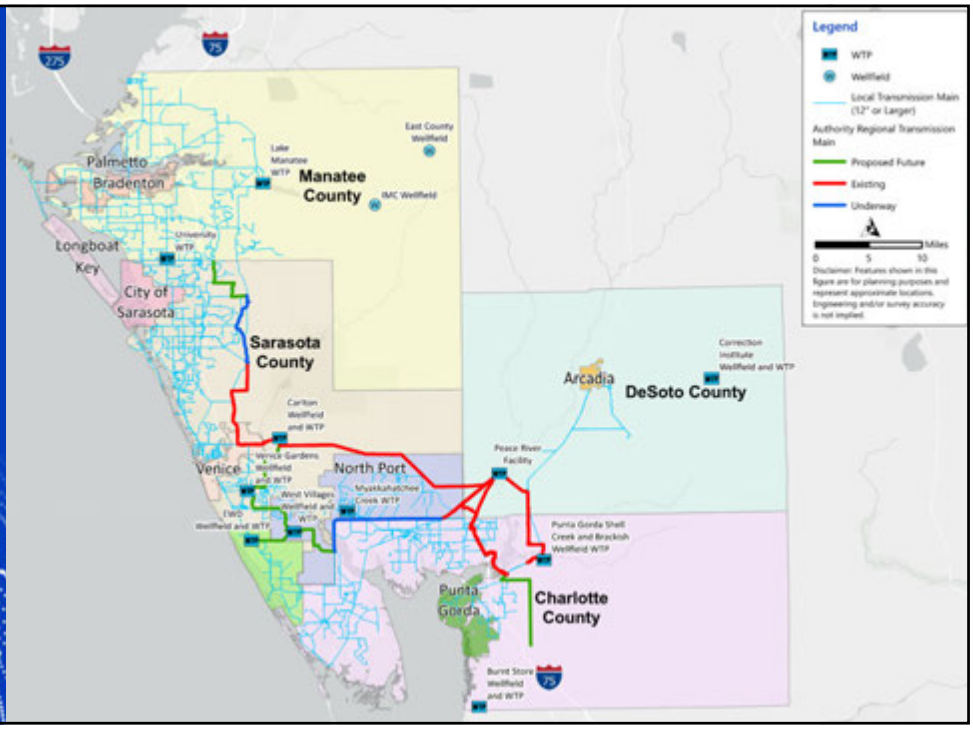
- Florida Statutes require water management districts to assess and develop Regional Water Supply Plans (RWSPs) every five years.
- The Peace River Manasota Regional Water Supply Authority (Authority) presents its updated 2025 Integrated Regional Water Supply Plan (IRWSP) to guide regional water supply through 2045.
- Collaboration and input from the Region has been key for the IRWSP.

4

Chapter 2

–

Regional Facilities Update



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Chapter 2 - 2025 Regional Water Supply Capacity

Customer	Water Treatment Plant	Finished Water AAD Capacity (mgd)
Charlotte County	Burnt Store WTP	2.474
DeSoto County	DeSoto Correctional Institute WTP	0.658
Manatee County	Lake Manatee WTP	51.926
Sarasota County	Carlton WTP	12.0
City of North Port	Myakkahatchee Creek WTP	3.3
	West Villages WTP	1.782
Authority	Peace River Facility	34.7
	TOTAL	**106.84**

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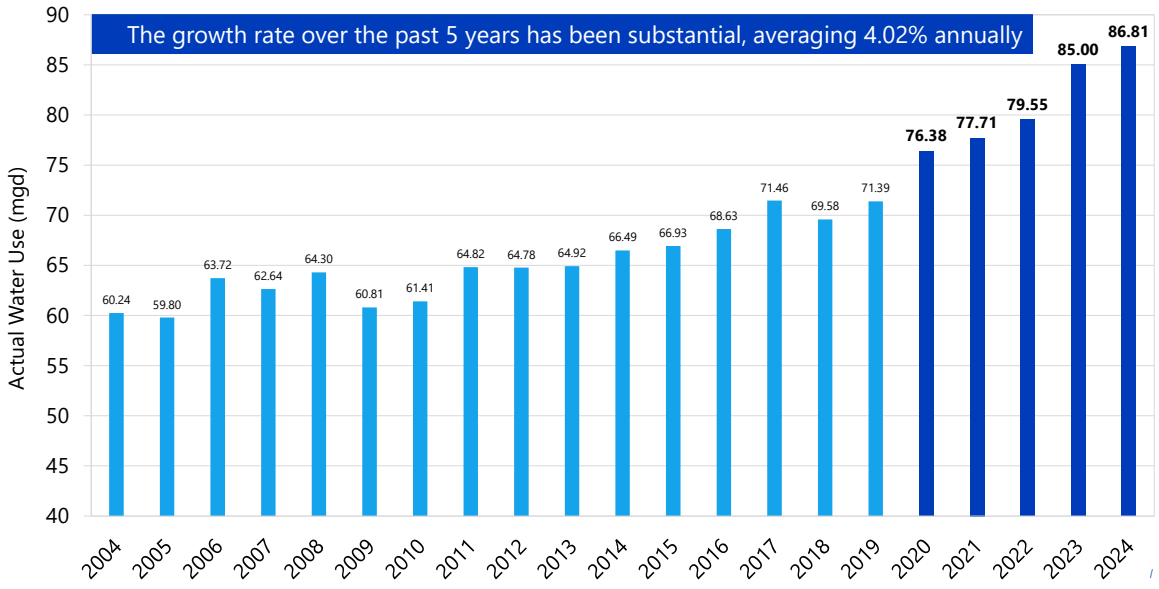
Historical Regional Water Use



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7

Chapter 3 – Demand Projections (Regional Needs)

- Comprehensive Demand Projections using Seven Methodologies
  - » High = Customer Provided Projections
  - » Low = BEBR Medium

Projection	20-Year Average Annualized Growth Rate	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
High	2.23%	93.08	104.99	117.27	131.22	145.72
Median	**1.71%**	**91.11**	**100.19**	**109.25**	**118.58**	**127.80**
Low	1.09%	88.41	95.38	101.23	105.93	109.88

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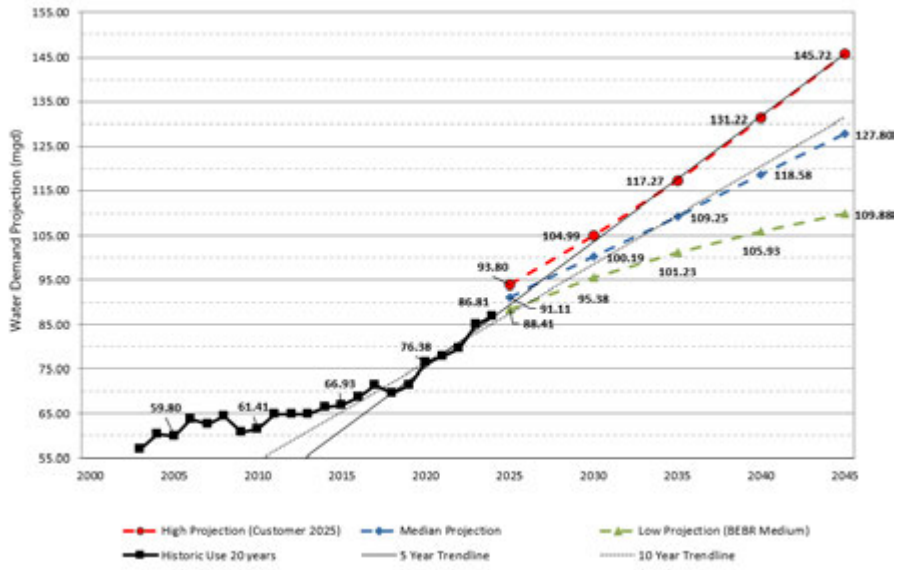
Range of Projected Future Regional Demands



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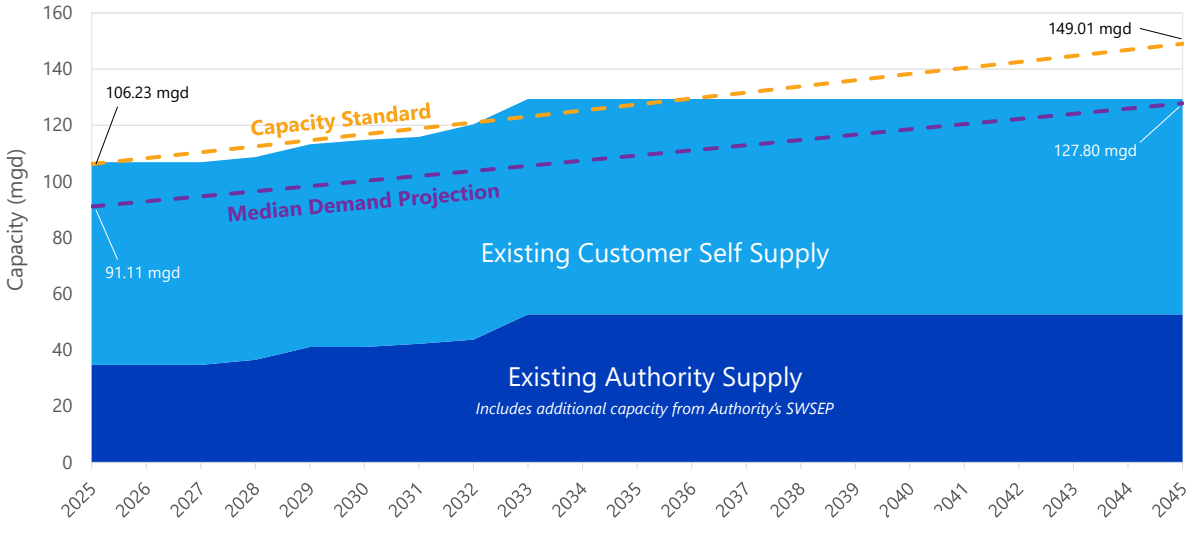
Regionally: Need Exists for Additional Supply Beyond the SWSEP



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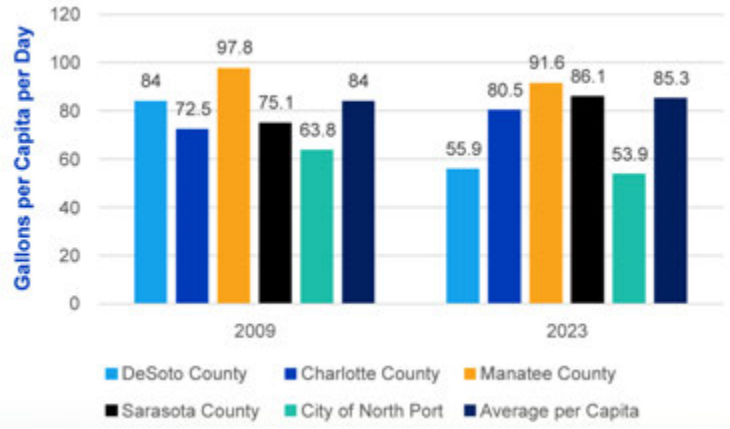
Chapter 4 – Conservation

- SWFWMD has set a water usage goal of less than 150 gallons per capita per day (gpcd), a target that the region has consistently met.
- Over the past fifteen years, the gross per capita has remained relatively stable, around 85 gpcd.

Average Gross Per-Capita Water Use



Authority Customers and Members have prioritized conservation efforts in the region

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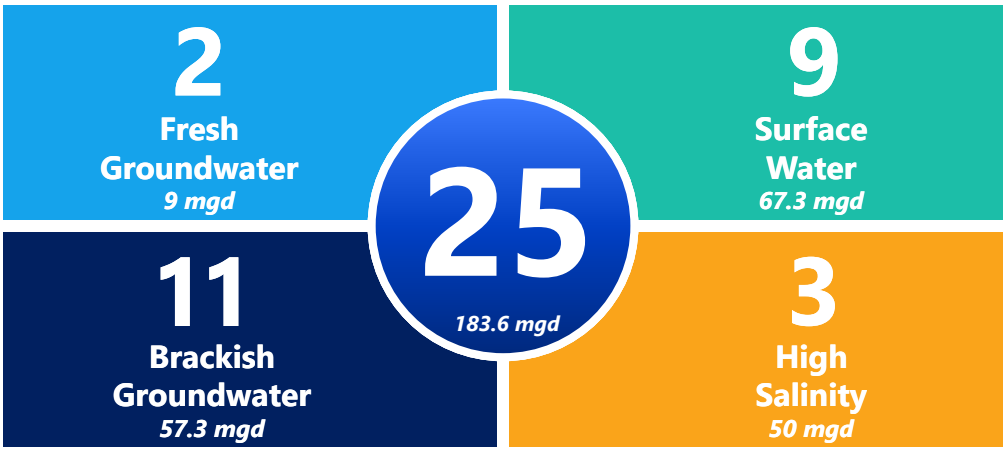
Chapter 5 – Potential Water Supply Sources

12

25 Potential Future Water Supply Projects Encompass Both Ground and Surface Water Sources



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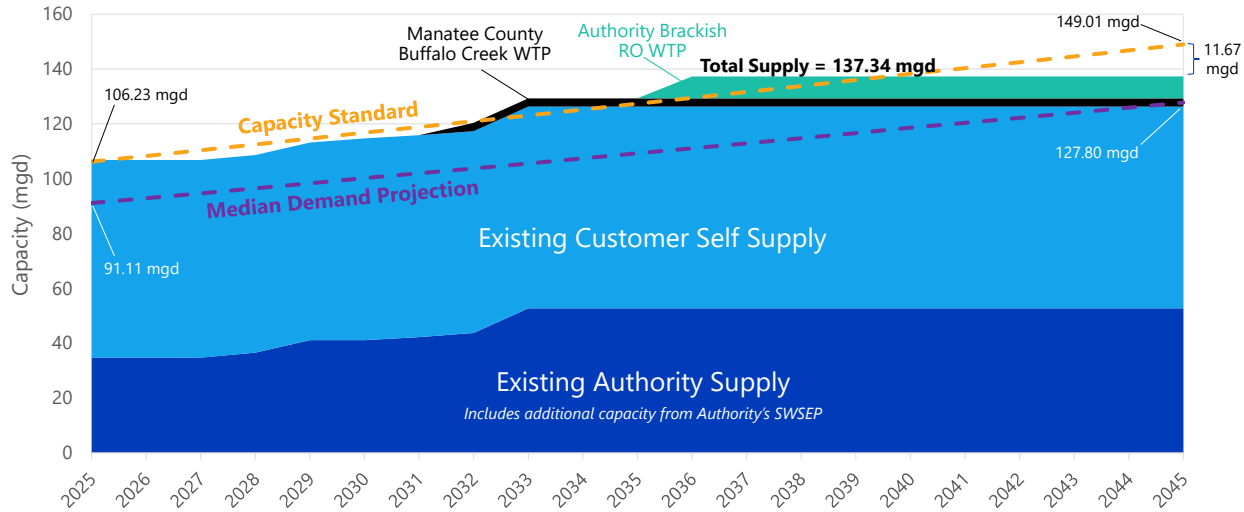
Authority's Brackish Groundwater and Manatee County Buffalo Creek Projects are Permitted, Undergoing Preliminary Design, and Can Meet Median Demand Projection



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Chapter 6 – Transmission System

Updated WaterGEMs Model with Future Authority Water Supply Allocations

Time Periods Evaluated:

- 2025
- 2030
- 2045
- 2075

Demand Conditions:

- Average Annual
- Maximum Month
- Peak Day

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Chapter 6 – Potential Transmission System Projects

Item	Description	Anticipated Completion Year	Cost (Millions)
Phase 3C	8 miles of 42-inch pipe from Clark Road to intersection of Fruitville Road and Lorraine Road in Sarasota County	2025	$62.35
	Phase 3A PS Improvements including replacement of two existing 200 hp pumps with two 300 HP pumps and an additional 5 MG storage tank at Carlton WTP	2026	$10.20
Phase 2B	13 miles of primarily 42-inch pipe from the Phase 2 terminus to the Gulf Cove GST in Charlotte County	2026	$88.40
Phase 2C	7.6 miles of 36-inch from Carlton WTP to the Venice Gardens WTP and 13.4 miles of 42-inch from the Venice Gardens WTP to the Gulf Cove GST in Charlotte County	2035	$193.69
	New 5 MG storage tank and three 300 hp pumps at the Gulf Cove site		$19.75
Phase 3C Extension	7 miles of 36-inch pipe from the 3C terminus to the Sarasota-Manatee County Interconnect 3 location at Lakewood Ranch Blvd and University Parkway	2034	$33.66
	One 5 MG storage tank and three 450 HP pumps		$22.25
Phase 4	10 miles of 24-inch pipe from the Phase 1A PS in Punta Gorda to the Burnt Store service area in Charlotte County	2040	$33.50
Phase 2D	4 miles of 24-inch pipe from the West Villages WTP in North Port to EWD	2042	$18.13
Phase 3C Extension PS and GST	Two additional 200 hp pumps, new MCC, new switchgear, and new generator at the existing Phase 3A PS	2045	$2.35

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16

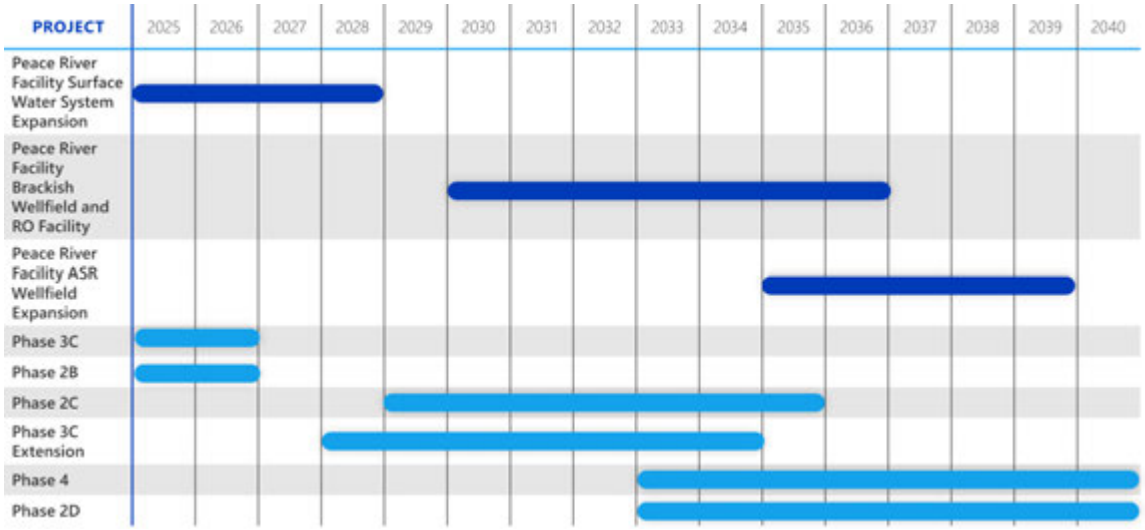
Chapter 7 – Reclaimed Water Regulatory Framework

- **Progress in Reclaimed Water Expansion**: Significant advancements in reclaimed water use, driven by regulations over the past 10 years:
  - » Senate Bill 536 (2014) outlined strategies for expanding beneficial use of reclaimed water
  - » Executive Order 19-12 (2019) led to the creation of the Florida Potable Reuse Committee (PRC)
  - » Florida PRC developed guidelines for potable reuse and contributed to the Clean Waterways Act (2020)
  - » Senate Bill 64 (2021) eliminates most non-beneficial surface water discharge thereby encouraging utilities to maximize water reuse
- **Regulatory Developments and Rulemaking**: FDEP's rulemaking efforts culminated in the development of Chapter 62-565 (2023) for potable reuse. On February 26, 2025, FDEP officially adopted these direct and indirect potable reuse rules.

Chapter 7 – Reclaimed Water Utilization

County	Wastewater Facility Permitted Capacity (mgd)	2023 Annual Average Wastewater Flow (mgd)	2023 Annual Reuse (mgd)	Reuse (%)
Total Manatee	44.900	36.507	26.459	72
Total Sarasota	50.268	28.855	19.003	66
Total Charlotte	18.599	12.249	5.778	47
Total DeSoto	2.75	1.446	0.774	54
Overall	**116.517**	**79.057**	**52.014**	**66**

Chapter 8 – CIP Planning Schedule



19

02 Motion to Accept Report

20

TAB B

Integrated Regional Water Supply Master Plan 2025 Update
Executive Summary

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Integrated Regional Water Supply Plan 2025 Update

Executive Summary

DRAFT | May 2025

carollo

RESPEC

EarthBalance

ASR US, LLC

Executive Summary

INTEGRATED REGIONAL WATER SUPPLY PLAN 2025 UPDATE

OBJECTIVES

Inventory the existing water supplies and treatment capacities within the region

Project the most probable regional potable water demands to 2045 and 2075

Assess water conservation in the region

Identify potential water supply projects within the region

Update the regional transmission system model and evaluate future water delivery needs

Document reclaimed water activities in the region

Why Plan?

As a regional water supplier, the Peace River Manasota Regional Water Supply Authority (Authority) **provides potable water to a region of 1.1 million people in Charlotte, DeSoto, Manatee, and Sarasota Counties and the City of North Port**. Regularly preparing and updating the Integrated Regional Water Supply Plan (Plan) every five years is critical for proactively addressing emerging challenges, adapting to shifting conditions, and anticipating future demands. With a comprehensive regional approach, the Authority can collaborate with local stakeholders to develop water supply solutions that are safe, affordable, reliable, and environmentally sustainable. This Plan provides for the region's long-term water security with safe, affordable, reliable, and environmentally sustainable.

Historical Context

Since the 2020 Plan, the region has undergone significant transformation. The COVID-19 pandemic reshaped water usage patterns and economic dynamics, driving an influx of people relocating to the area. With this population growth came an increase in new development and water demand, further intensifying the pressure on water resources. **In the past five years, the growth rate has been substantial, averaging 4 percent annually**. At the same time, the region has faced more frequent and severe weather events, including droughts and hurricanes, which have tested the resilience of operations and added uncertainty to water management efforts. In response to these challenges, in December 2024 the Authority entered into a third amendment to the Master Water Supply Contract, which expanded contractual allocations in association with the Authority's Surface Water Supply Expansion Project (SWSEP) which will provide an annual average supply of 18.0 mgd to the region.

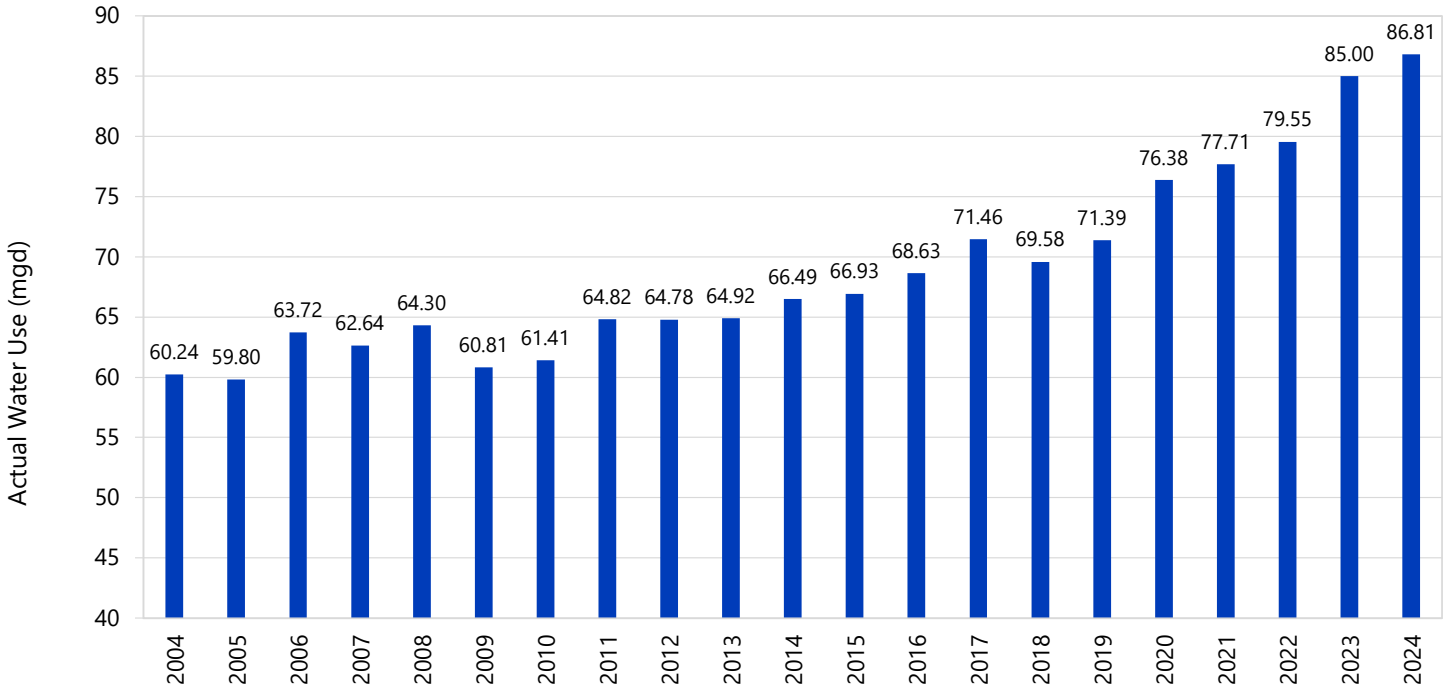
The Authority was established to develop, store, and supply potable water, while safeguarding environmental health, and serves as a vital resource for the region. Comprised of Charlotte, DeSoto, Manatee, and Sarasota Counties, the Authority currently supplies potable water to three of these counties and the City of North Port. Manatee County is projected to begin receiving water from the Authority by 2036. These counties and the City of North Port are collectively referred to as the Authority's "Customers."

In addition, the Authority collaborates with the City of Punta Gorda and the Englewood Water District (EWD) as "Partners" under a joint water use permit (WUP) to address emergency or drought conditions.

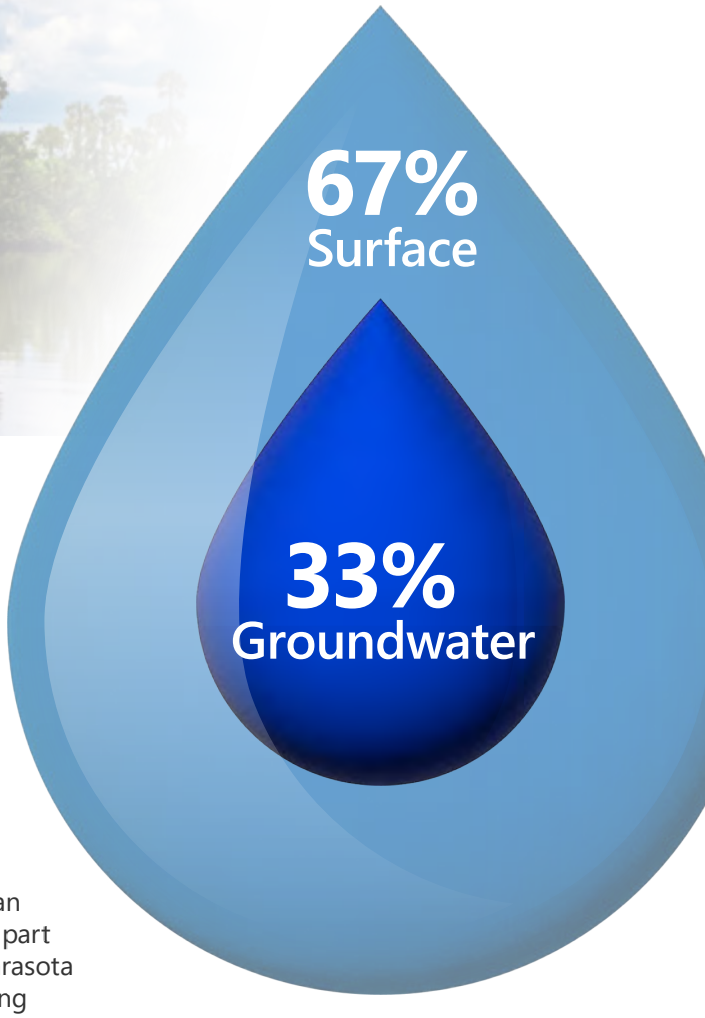
Florida Statutes mandate that each of the state's five water management districts assess their water resources to meet future water demands over the 20-year planning horizon, while preserving natural resources. To achieve this, each district, in partnership with water resource stakeholders, develops a Regional Water Supply Plan (RWSP), outlining planned water resource and supply development projects for water providers. These RWSPs are updated every five years, with the next update for the Southwest Florida Water Management District (SWFWMD) scheduled for 2025.

In alignment with state policy, the development of alternative water supply (AWS) sources is encouraged to complement traditional water sources. This 2025 Plan serves as both a critical input for the upcoming SWFWMD RWSP update and a strategic guide for the continued advancement of water supply resources in the region.

Figure ES.1 **Regional Water Use of Authority Customers (2004 to 2024)**



Regional Mix of Drinking Water Supplies



Existing Regional Water Supplies

The region benefits from a diverse and strategic mix of water supply sources, including surface waters, fresh groundwater, and brackish groundwater. **The five major surface water sources utilized for public water supplies** are the **Braden**, **Manatee**, and **Peace Rivers**, the **Myakkahatchee Creek** (including Cocoplum Canal), and **Shell Creek**. In addition, fresh and brackish groundwater sources are drawn from the surficial, intermediate, and upper Floridan aquifers.

The current finished water capacity of the Authority and its Customers stands at an **annual average daily (AAD) total of 106.8 million gallons per day (mgd). Since the 2020 Plan, the finished water capacity has increased, reflecting several key developments**.

In mid-2023, the City of North Port completed the 2 mgd West Villages reverse osmosis (RO) water treatment plant (WTP), also known as the Southwest WTP, which provides an additional water supply for the City.

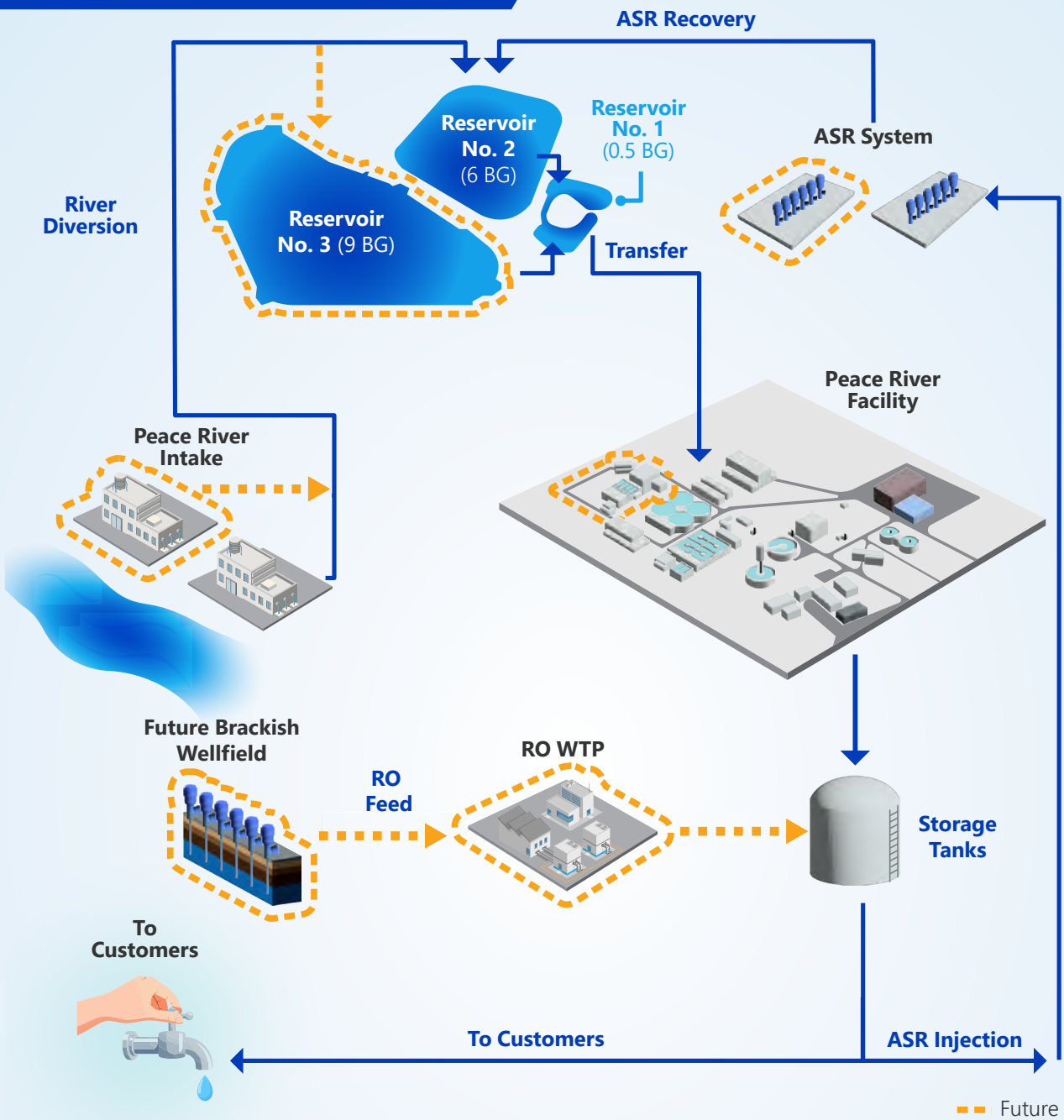
Sarasota County modified its water use permit (WUP) to self-relocate permitted quantities from the County's University Parkway Wellfield to the Carlton Wellfield and also completed a successful rehabilitation project for the electrodialysis reversal (EDR) process at its T. Mabry Carlton WTP, which added additional groundwater and EDR capacity. The inter-local agreement between Manatee and Sarasota Counties, originally set to expire in 2025, was renegotiated for an extension through 2038. As part of this new arrangement, Sarasota County will receive decreasing quantities of finished water from Manatee County: 4 mgd through 2025, 3 mgd through 2028, and 0.5 mgd from 2028 through the contract's conclusion.

These infrastructure improvements represent significant milestones in the region's ongoing efforts to continue to meet the growing demand and provide a reliable water supply.

The following water use permits for additional supply have been secured, with indications that these projects are expected to move forward within the twenty-year planning horizon: 1) the Authority's Surface Water Supply Expansion Project, which will provide a finished water yield of 18 mgd; 2) the Authority's Brackish RO Wellfield, with an allocable finished water yield of 8.0 mgd; and 3) the Manatee County Buffalo Creek Wellfield, offering a potential finished water yield of 3 mgd and potential expansion to 5 mgd. Additionally, in December 2024, Charlotte County applied to the South Florida Water Management District (SFWMD) requesting an increase in permitted quantities at its Babcock Ranch Wellfield, which could serve as a future source for the County.

These secured WUPs and pending WUP applications, along with other potential water supply projects, were thoroughly discussed and evaluated as part of the region's future water supply planning efforts.

Authority Water Supply Overview



The Authority owns and operates the Peace River Facility (PRF), a 51 mgd conventional surface water treatment plant located in DeSoto County. This facility is supported by a **120 mgd intake pump station on the Peace River, a 6.5 billion gallon off-stream raw water storage system**, and **21 aquifer storage and recovery (ASR) wells that provide large-scale storage capacity**. The Authority's WUP authorizes withdrawals from the Peace River of up to 258 mgd, along with the future construction of an additional 26 ASR wells, bringing the total number of potential future ASR wells to 47.

As part of its ongoing commitment to meet future water demands, the Authority is **expanding the PRF capacity from 51 mgd to 75 mgd and constructing Reservoir No. 3**, which will have a storage capacity of approximately 9.0 BG.

In the future, the Authority also plans to design and construct a brackish wellfield and RO WTP. The WUP for this facility is already secured with design and construction anticipated by 2036.

Demand Projections

Projecting water demand is crucial for long-term water supply planning, as it guides utilities in determining necessary infrastructure, securing permits, engaging stakeholders, planning capital improvements, and scheduling future projects. A range of demand projections were evaluated based on Customer input, the University of Florida's Bureau of Economic and Business Research (BEBR), and the SWFWMD RWSP. A range of the most probable demands from 2025 through 2075 were determined from these demand methodologies. The "Most Probable Demand" for 2045 for the Authority's members and customers is approximately 127.80 mgd AAD. It is important to note the unprecedented increase in demand over the past five years. For context, the 2020 Plan projected an AAD demand of around 78 mgd by 2025, and as shown in Figure ES.1, Customer water usage in 2024 already reached 86.81 mgd.

Previous IRWSPs have recommended that the region maintains a 6 percent rotational reserve capacity within the water supply system for managing unforeseen circumstances such as severe droughts and emergency events such as hurricanes, maintaining an additional buffer above projected water demands. In addition to this BMP, a 90 percent capacity standard calls for new water supply capacity to be constructed and operational before total projected demands (i.e., projected demands plus the 6 percent reserve) reach 90 percent of the available annual average finished water supply capacity. This standard offers a buffer to safeguard so that sufficient production capacity is always maintained across the region, recognizing that developing new water sources can potentially take as long as 7 to 10 years to develop.

Together, the recommended 6 percent rotational reserve and 90 percent capacity standard form a recommended "17 Percent Capacity Standard," reflecting a total finished water capacity of approximately 17 percent (or 16.597 percent) above projected demands. This comprehensive approach provides robust capacity for future growth and unexpected events.

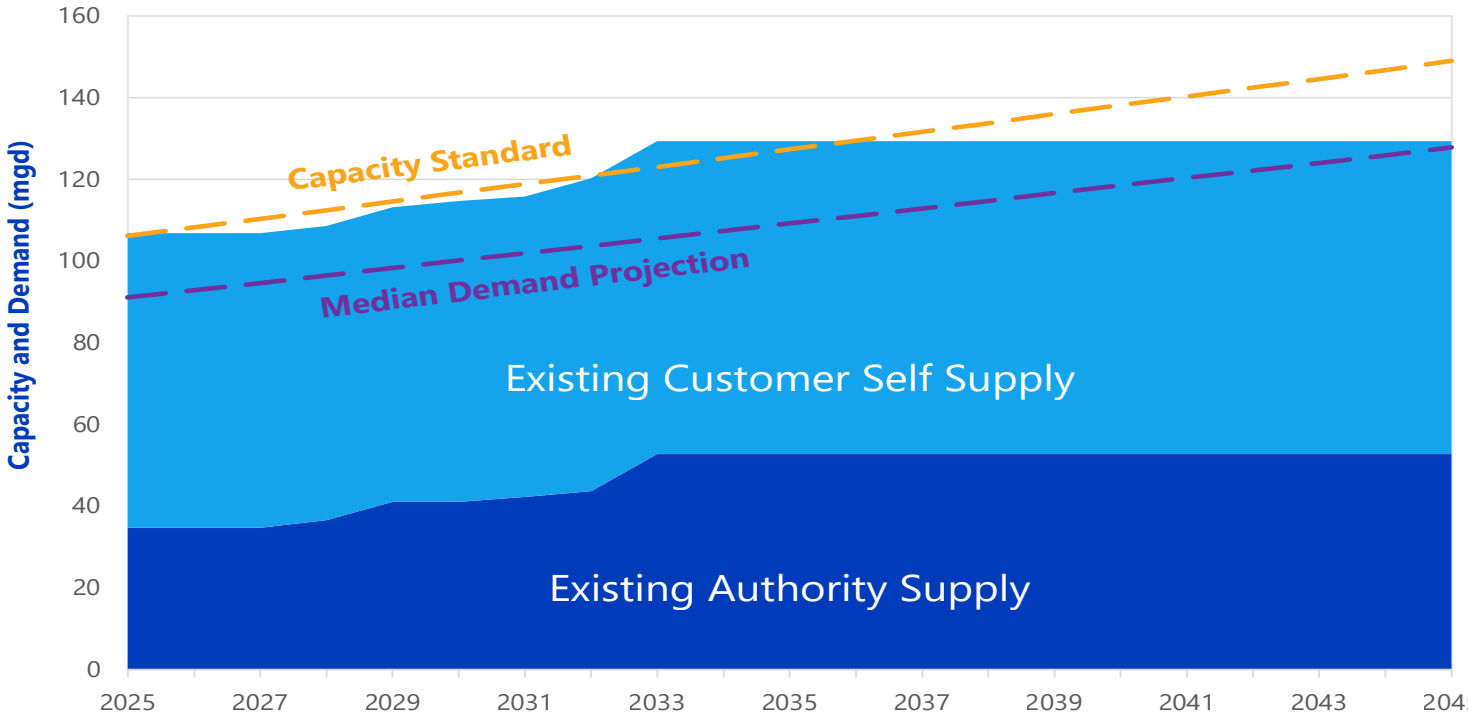
Based on this recommended standard, the most probable finished water requirement for the Authority's Members and Customers is projected to be 149.0 mgd in 2045. Figure ES.2 illustrates these finished water requirements in comparison to the Authority's contractual and Customer supply.

To maintain the recommended 17 Percent Capacity Standard, new water supply will be required for the Authority's Members and Customers by 2035. By 2045, an additional finished water capacity of approximately 22 mgd is needed. Looking ahead to 2075, a total increase of approximately 69 mgd will be needed to meet the growing demand in the 50-year time-frame.

Table ES.1 **Most Probable Range of Future Customer Demands**

PROJECTION	ANNUALIZED GROWTH RATE	2025 (MGD)	2035 (MGD)	2045 (MGD)
High	2.23%	93.80	117.27	145.72
Median	**1.71%**	**91.11**	**109.25**	**127.80**
Low	1.09%	88.41	101.23	109.88

Figure ES.2 **Existing Regional Supply Compared to Projected Demand and Capacity Standard**



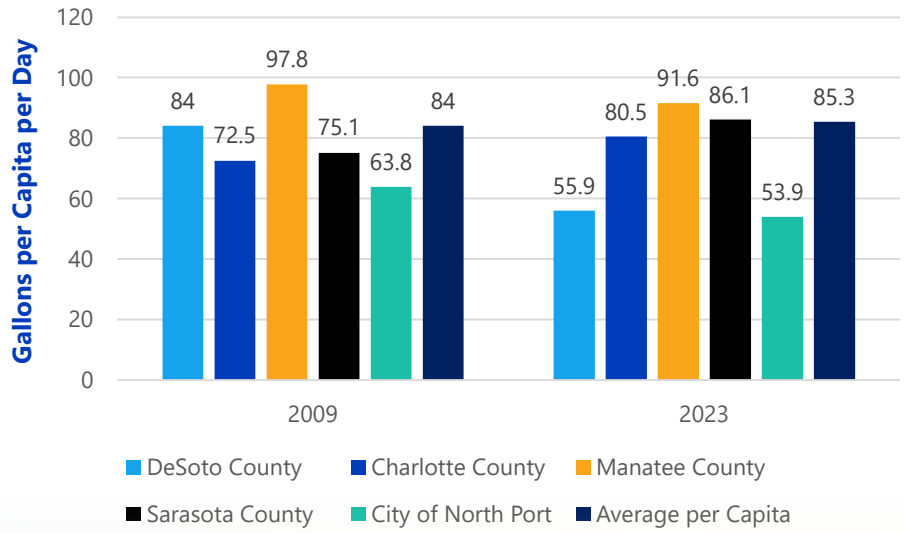
Water Conservation

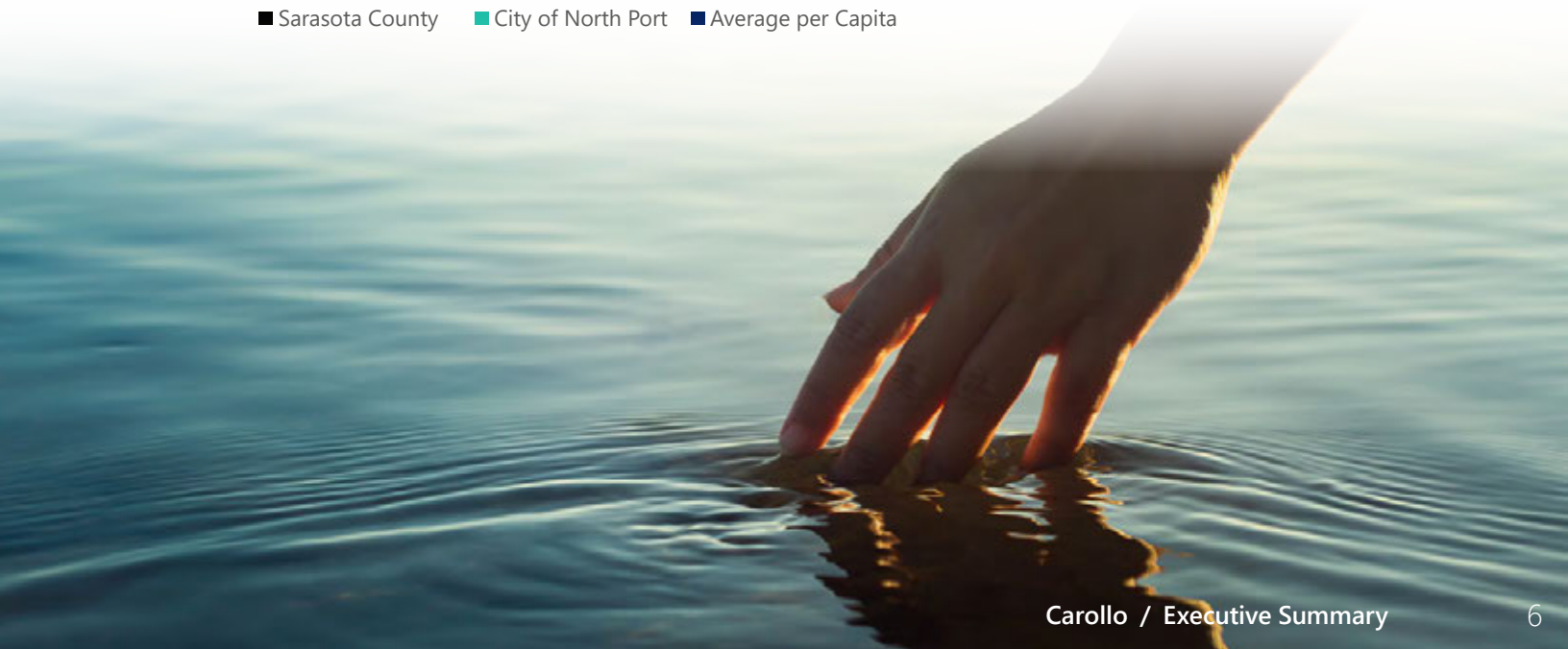
Water conservation is a fundamental element of effective water supply planning. It is often one of the most cost-effective, environmentally sustainable, and readily available strategies to address the growing water supply needs of a expanding population. The Authority's Customers have consistently demonstrated strong leadership in conservation efforts. These initiatives include both supply and demand management, as well as significant enhancements to water use efficiency, demonstrating responsible stewardship of the region's water resources.

SWFWMD WUP rules have set a water usage goal of less than 150 gallons per capita per day (gpcd), a target that the region has consistently met. Figure ES.3 compares gross water use across the Authority's Customers in 2009 and 2023. The gross water per capita considers single-family residential, multi-family residential, and industrial-commercial users. Over the past fifteen years, the gross per capita has remained relatively stable. Among the Customers, there have been varying trends in water usage, with DeSoto County seeing the largest reduction in per capita use, along with decreases for Manatee County and the City of North Port. Trends vary from year to year due to climatic impacts and other factors.

In 2023, the Authority's Customers averaged just 85.3 gross gallons per capita per day (gpcd), well below the SWFWMD target of 150 gpcd, highlighting the region's strong commitment to water efficiency and sustainable management practices.

Figure ES.3 Average Gross Per Capita Water Use





Exploring Future Regional Water Supply Solutions

Over the decades, previous planning efforts have consistently monitored a wide range of potential water supply development opportunities. The feasibility of these identified opportunities evolves over time, influenced by factors such as water use permitting by other entities, updates to Minimum Flows and Levels (MFLs), Water Resource Caution Area (WRCA) recovery plans, or the allocation of targeted water sources for non-potable uses.

In total, **25 potential projects have been identified across sources such as surface water, fresh and brackish groundwater, seawater, and high salinity groundwater**. Several of these projects are already in the planning, design, or construction stages by the Authority or its Customers. Some projects have been carried over from previous Plans, while others are new concepts.

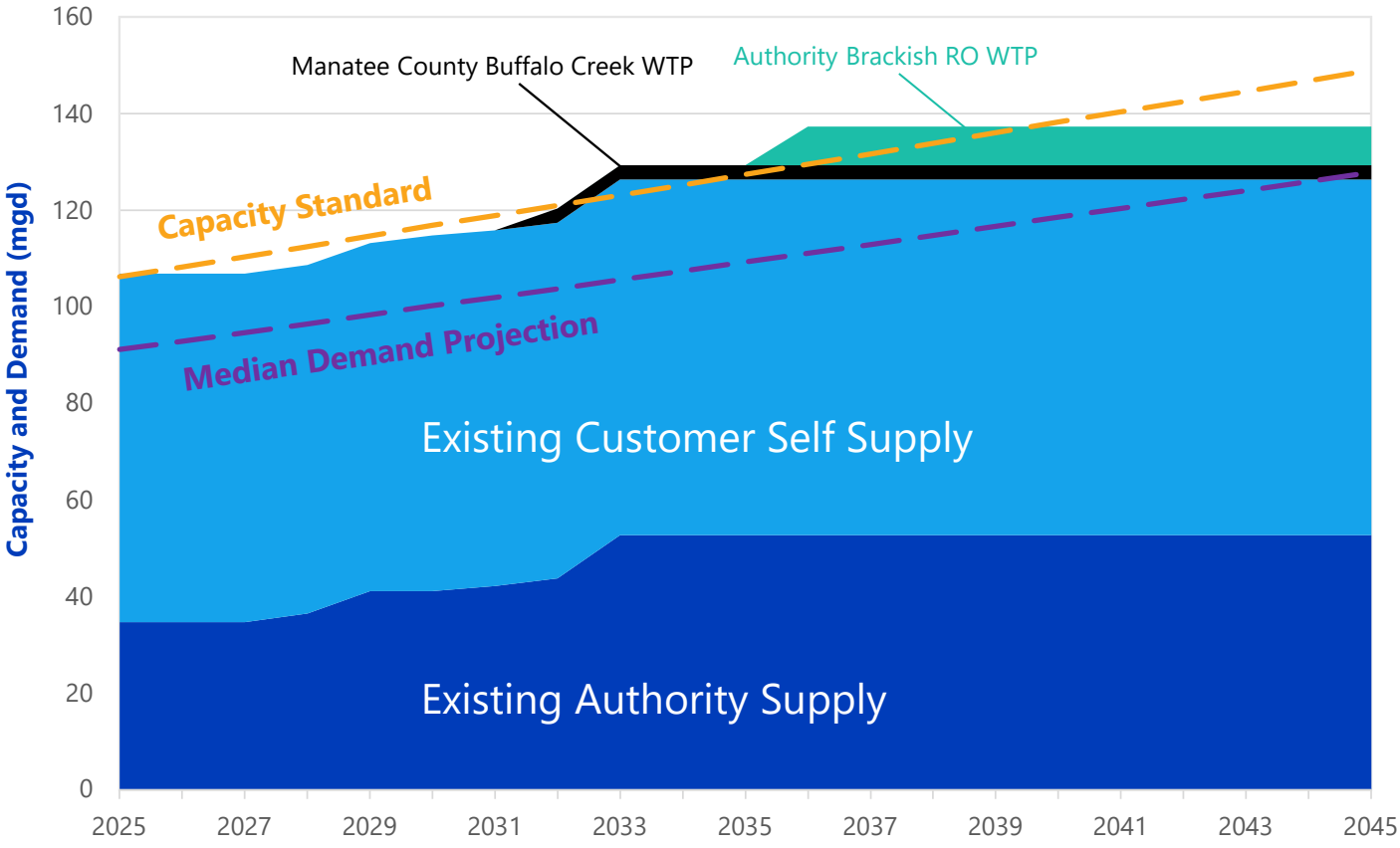
Table ES.2 **Potential Water Supply Projects**

POTENTIAL PROJECT	ADDITIONAL YIELD (MGD)	ESTIMATED CAPITAL COST (IN MILLIONS)	STATUS
Peace River Facility WTP Expansion	18.0	$215	Detailed design on-going. Construction to be completed in 2028.
Peace River Regional Reservoir No. 3 (PR3)		$478	Detailed design is finalized. Construction to be completed in 2028.
Peace River Facility Brackish Wellfield and RO Facility	8.0	$275	WUP issued. Well testing program and preliminary design completed. Final design to be completed in 2033 with construction completion in 2036.
Peace River Facility Partially Treated Surface Water ASR	N/A	$23	Feasibility study to be completed in 2025.
Buffalo Creek Brackish Wellfield and RO WTP	5.0	$179	Preliminary design completed in 2024. Wellfield testing and final design proceeding in 2025.
New Authority Reservoir Facility along Peace River	19.3	TBD	Exploratory concept in early stages.
Authority Brackish Groundwater RO Expansion	TBD	TBD	Authority's WUP already authorizes up to 80 mgd, with 52.7 mgd and 8.0 mgd being provided from surface and 8.0 mgd from brackish groundwater. A fourth reservoir is in the exploratory stages.
Englewood Water District RO/NF WTP	7.0	$72	WTP improvement/expansion project proposed in EWD's 2024 Water Master Plan.
Punta Gorda RO WTP Expansion	4.0	$38	City plans to expand the existing brackish groundwater wellfield and RO WTP.
Babcock Ranch Wellfield and WTP	16.0	$357	New concept for a brackish groundwater wellfield and WTP.
West County RO WTP and Wellfield	4.0	TBD	New concept for a brackish groundwater wellfield and WTP.
South County Wellfield (Burnt Store)	1.3	$16	County plans to construct the four permitted undrilled wells in Burnt Store WUP.
East County Wellfield Expansion	4.0	TBD	Potential expansion of East County Wellfield to provide additional supply to be treated at Lake Manatee WTP.
City of North Port Southwest RO WTP Expansion	3.0	TBD	Facility was designed with the intention to be later expanded from 2.0 mgd to 5.0 mgd.
Peace River Facility ASR Wellfield Expansion	N/A	TBD	Anticipate feasibility study occurring in 2035 with construction complete in 2039.
Peace River Partially Treated Surface Water Aquifer Recharge	N/A	$6	No further action.
Cow Pen Slough Surface Water Facility (Dona Bay Watershed Restoration Project)	5.0	TBD	Dona Bay Storage Facility is complete with no further action anticipated for water supply at this time.
Upper Myakka River Surface Water Treatment Facility and Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept	5.0	$138	SWFWMD conducting a pilot through 2025.
DeSoto Brackish Wellfield Near DCI	5.0	$94	No further action.
Blackburn Canal Surface Water System	5.0	$216	No further action.
Shell and Prairie Creeks Surface Water Facility	20.0	$532	No further action.
Carlton WTP Regional Expansion	4.0	$65	No further action.
Seawater Desalination Facility Near Port Manatee	20.0	$654	No further action.
Seawater Desalination Facility Near Venice Airport	20.0	$691	No further action.
High Salinity Groundwater RO	10.0	$208	No further action.

A Vision for the Future

The projected finished water capacity requirement is expected to exceed the available regional capacity by 2035 on an AAD basis. It is recommended that the Authority proceed with the design and construction of the Peace River Brackish RO Wellfield and WTP, with the goal of bringing it online by 2036. This project, along with the Manatee County Buffalo Creek Wellfield and WTP planned by Manatee County, will allow the region to meet its projected capacity standard demand through approximately 2040 and the projected median demand through and beyond 2045. Figure ES.5 illustrates the timing of these proposed facilities, along with the median projected demand and the recommended 17 Percent Capacity Standard.

Figure ES.5 **Regional Water System Demand and Capacity**

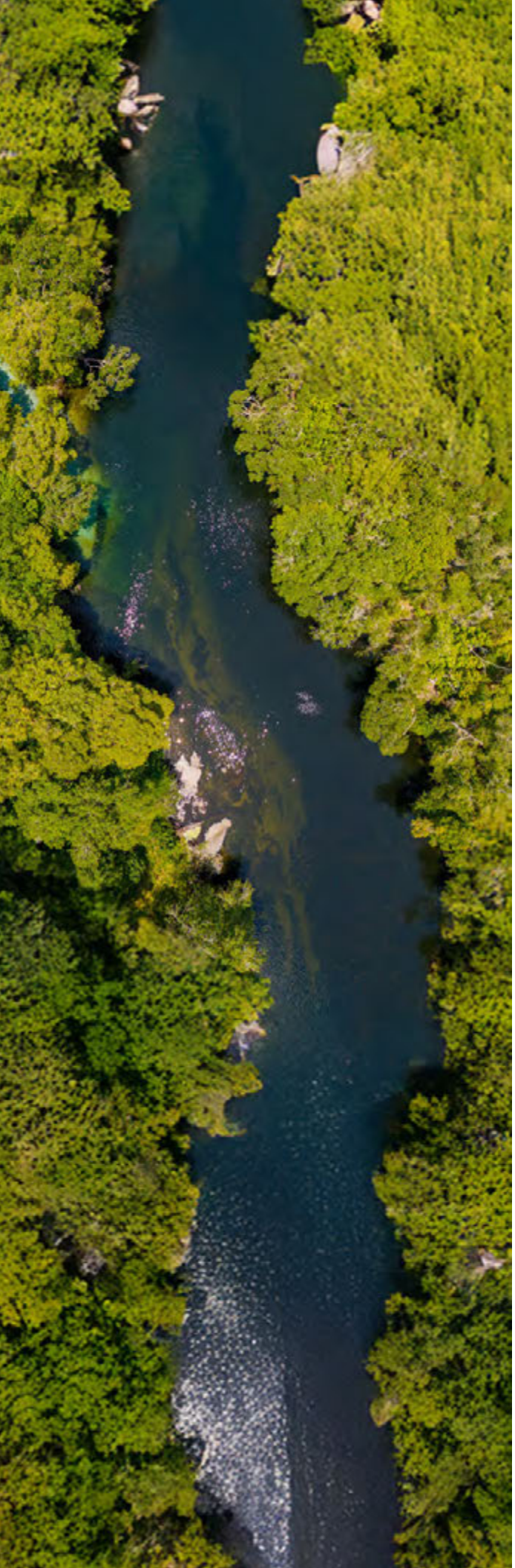


Resiliency to Climate Change

Florida faces growing challenges in managing its water resources due to climate change, including rising temperatures, changing precipitation patterns, extreme weather events, and sea-level rise. Warmer temperatures are expected to increase evaporation rates and the frequency of extreme precipitation events, exacerbating both drought and flood risks. Seasonal shifts, such as delayed wet seasons and drier conditions, could lead to more localized droughts and reduced water supply, while extreme rainfall events could elevate runoff and water contamination, fostering harmful algal blooms. The impacts of sea-level rise and storm surge, particularly in coastal areas downstream of the Peace River, threaten freshwater availability through saltwater intrusion and infrastructure damage, while intensified storm surge poses direct risks.

Human activities, such as urban development, agriculture, and industrial operations, further stress Florida's water quality and availability. Urbanization leads to increased runoff and reduced groundwater recharge, while agricultural runoff contributes to nutrient pollution, driving harmful algal blooms. Over-extraction of groundwater during droughts exacerbates these issues, leading to saltwater intrusion and contamination of aquifers.

To address these risks and maintain resiliency, it is recommended that the Authority continue to build the integrated regional loop system to have full connectivity in the region, invest in diverse water supplies, reinforce infrastructure, where necessary, against extreme weather, and further explore alternative water sources. Adapting to future climate projections through updated planning and improved monitoring systems is essential for securing the region's water supply and maintaining resilience in the face of climate uncertainty.



Regional Transmission System

The Authority's integrated regional loop system spans approximately 81 miles of large-diameter drinking water transmission pipelines, supported by remote pumping stations and finished water storage tanks. Originally established in 1991 with a seven-mile pipeline acquired from a privately owned water utility in the region, the system has been extended to deliver water across Charlotte, DeSoto, and Sarasota Counties, as well as the Cities of North Port and Punta Gorda. This interconnected system enhances regional resiliency and facilitates water sharing during emergencies. Recent additions include the 6.4-mile Phase 1 Regional Interconnect in 2020 and the 5-mile Phase 3B Regional Interconnect in 2021. The Authority's 20-year expansion plan includes the construction of an additional 60+ miles of pipeline to improve regional reliability, support growing demands, and provide an environmentally sustainable public water supply. The ongoing Phase 3C (approximately 8 miles) and Phase 2B (13 miles) projects are expected to be completed by mid-2025 and FY 2026, respectively.

Transmission Model Updates

The Authority's transmission model, developed and simulated using Bentley WaterGEMs, was updated to assess the performance of future transmission main additions and potential system improvements. Pressure, velocity, and water age were evaluated for 2025, 2030, 2045, and 2075 scenarios, considering AAD, maximum month demand (MMD), and maximum day demand (MDD). The system generally meets demand requirements, though additional pump capacity may be necessary in the future to accommodate increased peak demand. Starting in 2045, some areas may experience occasional high velocities, which do not require immediate upgrades but could necessitate improvements to certain pipelines and pumps to enable long-term performance and system reliability.

Out of service (OOS) scenarios were evaluated for 2025 and 2045, focusing on the Authority, Sarasota County, and the City of North Port water supplies being offline to determine the ability of regional transfer of other water supplies during emergency conditions. For both 2025 and 2045, Sarasota County and the City of North Port can be fully supplied with their AAD from the Authority without requiring any additional infrastructure improvements, apart from those planned for 2045 (outlined in Table ES.3).

In the case of the Authority WTP being OOS, the focus of the evaluation was to determine if the regional transmission mains are adequately sized to transfer water without the use of the Authority's WTP pump station. In 2025, Customer demands could be met throughout the region with the Authority's existing regional transmission infrastructure if additional water sources were available. By 2045, conditions necessitate that all existing and proposed future pumps at the Carlton 3A Pump Station (PS) be operational and that the flow direction from the Phase 2C PS be reversed to pump from west to east to provide sufficient water to Charlotte County and North Port. The Authority WTP OOS evaluations demonstrate that the regional transmission system is adequately sized for emergencies.

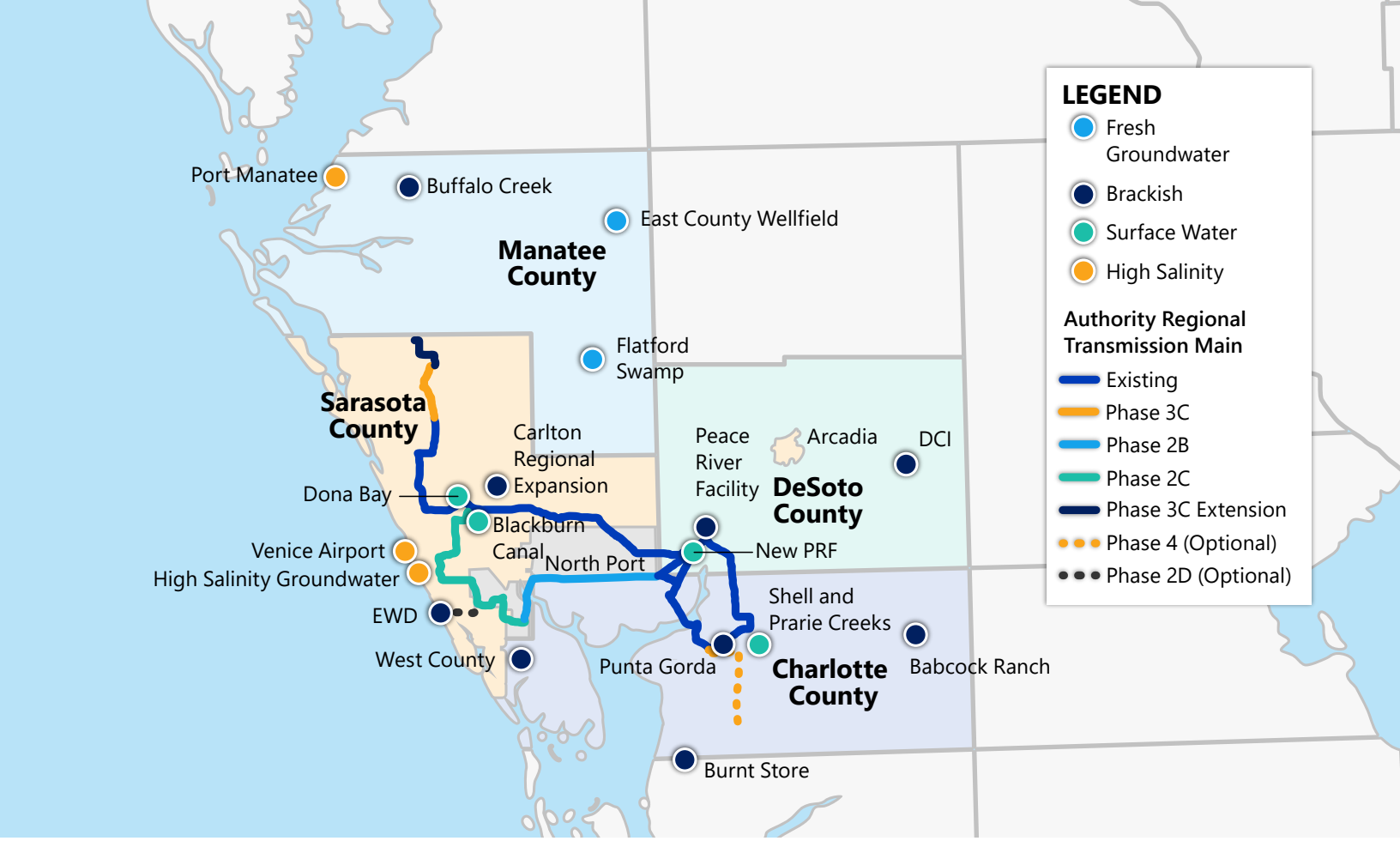


Table ES.3 **Future Regional Transmission Main Infrastructure**

INFRASTRUCTURE	DESCRIPTION	STATUS	TOTAL COST ($M)	ANTICIPATED COMPLETION DATE
Phase 3C	8 miles of 42-inch pipe from Clark Road to Fruitville Road and Lorraine Road intersection in Sarasota County.	In Construction	$72.55	2025
	Phase 3A PS improvements including replacement of two existing 200 hp pumps with two 300 hp pumps and an additional 5 MG GST at Carlton WTP.	Ongoing		2026
Phase 2B	13 miles of primarily 42-inch pipe from the Phase 2 terminus to the Gulf Cove GST in Charlotte County.	In Construction	$88.40	2026
Phase 2C	7.6 miles of 36-inch from the Carlton WTP to the Venice Gardens WTP and 13.4 miles of 42-inch from the Venice Gardens WTP to the Gulf Cove GST in Charlotte County.	In Authority's CNA	$213.44	2035
	New 5 MG storage tank and three 300 hp pumps at the Gulf Cove GST.			
Phase 3C Extension	7 miles of 36-inch pipe from the Phase 3C terminus to the Sarasota-Manatee County Interconnect 3 location at Lakewood Ranch Blvd and University Parkway. One 5 MG storage tank and three 450 hp pumps.	In Authority's CNA	$55.91	2034
Phase 4	10 miles of 24-inch pipe from the Phase 1A PS in Punta Gorda to the Burnt Store service area in Charlotte County.	In Authority's CNA	$33.50	2040
Phase 2D	4 miles of 24-inch pipe from the West Villages WTP in North Port to EWD.	In Authority's CNA	$18.13	2042
Phase 3C Extension PS and GST	Two additional 200 hp pumps, new MCC, new switchgear, and new generator at the existing Phase 3A PS.	In Authority's CNA	$2.35	2045

The recommended Authority projects over the next twenty years include the following:

Initiate a Feasibility and Routing Study for the Phase 2D and Phase 4 Pipelines in 2033.

Target the finalization of Phase 3C Extension, along with the connected PS and GST, by 2034.

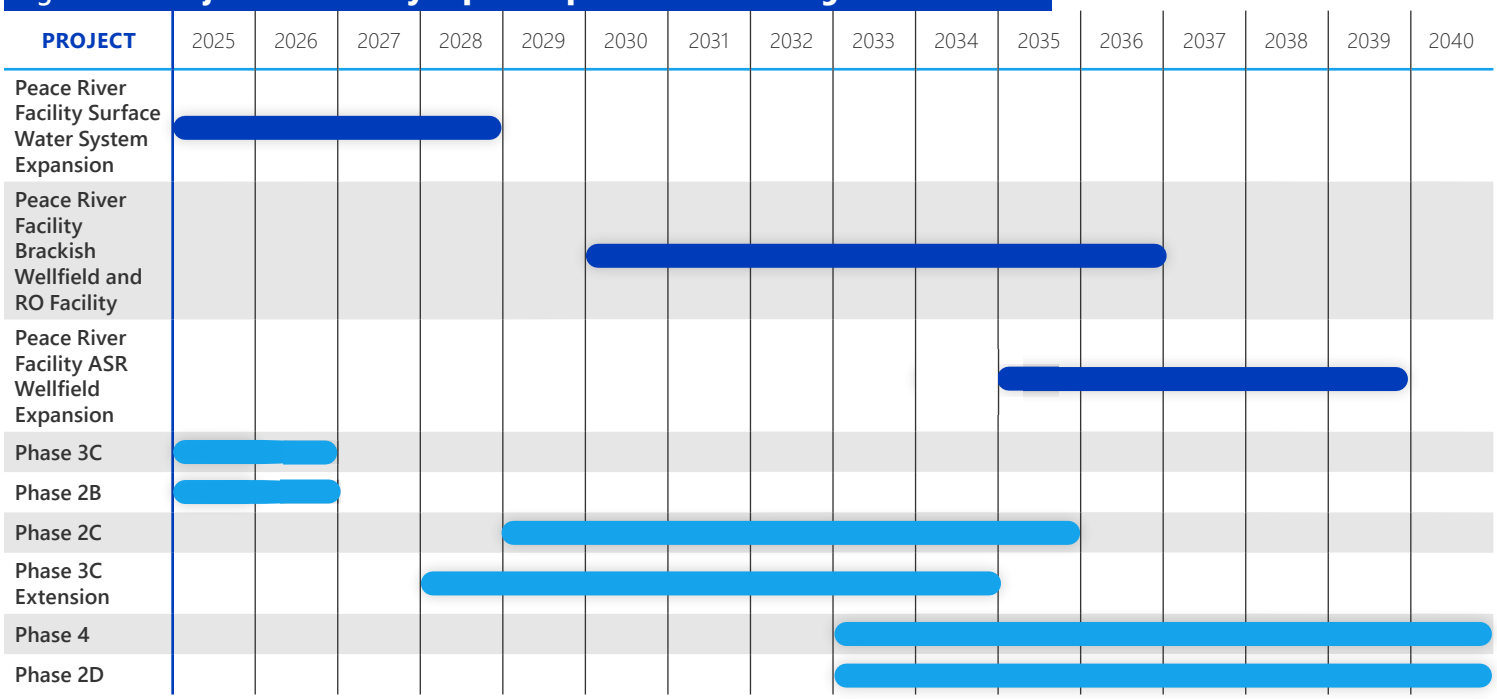
Schedule the completion of Phase 2C, including the related PS and GST, by 2035.

Advance the Peace River Facility Brackish Wellfield and RO Facility for operation by 2036.

$210+ Million

in grant funding from regulatory agencies has been **secured to support the Authority's Capital Improvement Plan** and **Capital Needs Assessments projects**

Figure ES.6 **Projected Authority Capital Improvement Planning Schedule**



TAB C
Integrated Regional Water Supply Master Plan 2025 Update
Final Report

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Integrated Regional Water Supply Plan 2025 Update

DRAFT | April 2025

carollo

RESPEC

EarthBalance

ASR US, LLC

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Integrated Regional Water Supply Plan 2025 Update

April 2025 / DRAFT

This document is released for the purpose of information exchange review and planning only under the authority of Laura B. Baumberger, April 2025, Florida PE# 65401.

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Abbreviations

2020 Plan	Peace River Manasota Regional Water Supply Authority's 2020 Integrated Regional Water Supply Plan
AACE	American Association of Cost Engineering
AAD	annual average daily
AADF	annual average daily flow
APHPZ	Avon Park high permeability zone
ASR	Aquifer Storage and Recovery
ATWF	Advanced Treatment Water Facility
Authority	Peace River Manasota Regional Water Supply Authority
AWIA	American Water Infrastructure Act
AWPF	Advanced Water Purification Facility
AWS	alternative water supply
BEBR	Bureau of Economic and Business Research
BG	billion gallons
BMP	Best Management Practice
Carlton	T. Mabry Carlton
Carollo	Carollo Engineers
CCUA	Clay County Utility Authority
cfs	cubic feet per second
CFU	colony forming units
CIP	Capital Improvement Plan
CNA	Capital Needs Assessment
cu ft	cubic foot
CWFI	Central Florida Water Initiative
DBP	disinfection byproduct
DCI	DeSoto Correctional Institute
DPR	direct potable reuse
DWRM 3.0	District-Wide Regulation Model Version 3.0
EDR	electrodialysis reversal
ENR	Engineering News Record
EPWater	El Paso Water
ERC	Environmental Regulation Commission
ET	evapotranspiration
EWD	Englewood Water District
EWU	estimated water use
FCCC	Florida Civil Commitment Center
FDEP	Florida Department of Environmental Protection

FPS	feet per second
F.S.	Florida Statutes
FWC	Florida Fish and Wildlife Conservation Commission
FWS	Florida Water Star
FY	fiscal year
gal	gallon
GDU	General Development Utilities
GIS	geographic information system
GMP	guaranteed maximum price
gpcd	gallons per capita day
gpd	gallons per day
gpm	gallons per minute
GST	ground storage tanks
GWRC	Groundwater Replacement Credits
HAB	harmful algal bloom
HAS	Hawthorn Aquifer System
IAS	Intermediate Aquifer System
I&C	instrumentation and controls
ICI	Industrial-Commercial-Institutional
IPR	indirect potable reuse
IRWSP	Integrated Regional Water Supply Master Plan
lbs	pounds
LF	linear feet
LFA	Lower Floridan Aquifer
M	million (in U.S. dollars)
MALPZ	Minimum Aquifer Level Protection Zone
MD	maximum day
MDD	Maximum Day Demand
MFL	minimum flow and level
µg/L	micrograms per liter
MG	million gallons
mgd	million gallons per day
mg/L	milligrams per liter
MGM	million gallons per month
MGY	million gallons per year
MHW	Mean High Water
MIA	Most Impacted Area
mL	milliliters
MMD	Maximum Month Demand

MPO	Metropolitan Planning Organization
MWSC	Master Water Supply Contract
N/A	not applicable
NCCC	Non-Construction Capital Costs
NF	nanofiltration
No.	number
NOAA	National Oceanic and Atmospheric Administration
OFW	Outstanding Florida Waters
OFWUP	Operational Flexibility Water Use Permit
O&M	operations and maintenance
OOS	Out of Service
PCU	Polk County Utilities
PR3	Peace River Regional Reservoir No. 3
PDR	Preliminary Design Report
PMD	peak month daily
PRC	Potable Reuse Commission
PRF	Peace River Facility
PRWC	Polk Regional Water Cooperative
PSAR	Public Supply Annual Report
psi	pounds per square inch
PTSW	Partially Treated Surface Water
PWR	Progressive Water Resources
RO	reverse osmosis
RTM	Regional Transmission Main
RWSP	Regional Water Supply Plan
SB	Senate Bill
SCADA	supervisory control and data acquisition
SMR	Schroeder-Manatee Ranch
SST	sea surface temperature
SUMDAT	System Utility Management Decision Analysis Tool
SWFWMD	Southwest Florida Water Management District
SWIMAL	Salt Water Intrusion Minimum Aquifer Level
SWSEP	Surface Water System Expansion Project
SWT	surface water temperature
SWUCA	Southern Water Use Caution Area
TBD	to be determined
TDS	total dissolved solids
TOC	total organic carbon
TSS	total suspended solids

UFA	Upper Floridan Aquifer
UP	University Parkway
USDA	Unites States Department of Agriculture
USDW	Underground Source of Drinking Water
USEPA	United States Environmental Protection Agency
VGU	Venice Gardens
WCP	Water Conservation Program
WMD	Water Management District
WQCE	Water Quality Criteria Exemption
WRD	Water Resource Development
WRF	water reclamation facility
WTF	water treatment facility
WTP	water treatment plant
WUP	Water Use Permit
WWTP	wastewater treatment plant
ZOD	Zone of Discharge

CHAPTER 1 INTRODUCTION AND BACKGROUND

1.1 Introduction

In accordance with Section 373.709 of the Florida Statutes (F.S.), each of Florida's five water management districts is required to assess its water resources to ensure that the reasonable and beneficial needs for water are met over 20-year planning horizons, while still safeguarding the region's natural resources. Working alongside stakeholders, each District develops a Regional Water Supply Plan (RWSP) that outlines both water resource development projects designed to protect the environment and water supply initiatives that can be implemented by water providers. These RWSPs are updated every five years, with the Southwest Florida Water Management District (SWFWMD) slated to update theirs in 2025. Additionally, Section 163.3177(6)(c), F.S. encourages collaborative planning between local governments, utilities, regional water supply authorities, special districts, and water management districts to develop multi-jurisdictional water supply facilities capable of meeting future demands, including the use of alternative water supply (AWS) sources to complement traditional ground and surface water sources.

Objective 1-2 of the Authority's current Strategic Plan calls for updating the Authority's Integrated Regional Water Supply Plan (IRWSP) every five years or at greater frequency if conditions warrant. In preparation for providing regional planning data to the District for inclusion in its 2025 RWSP update, this document presents the Peace River Manasota Regional Water Supply Authority's (Authority) Integrated Regional Water Supply Plan (IRWSP) for 2025. This 2025 Plan updates the Authority's 2020 Integrated Regional Water Supply Plan (2020 Plan). Since the completion of the 2020 Plan, key aspects such as treatment facility production capacity, potable water demand, and the regional transmission system have evolved. The purpose of this 2025 Plan is to provide an updated roadmap to guide the development of regional water supply through 2045, helping the Authority fulfill its commitment to delivering a cost-effective, reliable, sustainable, and environmentally responsible public water supply while optimizing existing facilities and resources.

1.2 Background

The Authority operates as an independent special district under the laws of Florida, specifically pursuant to Sections 373 and 163 of the F.S. Comprising Charlotte, DeSoto, Manatee, and Sarasota Counties, the Authority was created to develop, store, and supply potable water for county and municipal purposes, prioritizing the reduction of adverse environmental impacts from excessive or improper withdrawals in concentrated areas. The Authority is tasked with acquiring, designing, permitting, constructing, operating, and maintaining the necessary facilities to provide a sustainable and reliable potable water supply for all citizens within the four-county area, collectively referred to as the region.

The Authority's "Members" are the four counties. Although Manatee County does not currently purchase water from the Authority, technically they are defined by the Authority's Master Water Supply Contract (MWSC) as both a "Member" and as a "Customer." Other Authority "Customers" are those agencies that are not Members but that purchase water from the Authority. As such, current Authority Customers include Charlotte, DeSoto, Sarasota and Manatee Counties, and the City of North Port. As used herein, the term "Region" is used in relation to the Authority and its Members and Customers.

In October 2005, the Authority's Member governments and the City of North Port entered into a Master Water Supply Contract (MWSC) to establish terms for the provision of potable water. The Second Amendment to the MWSC was executed on August 5, 2015, followed by the signing of the Third Amendment on December 4, 2024. A key provision of the MWSC requires that customers provide annual water demand projections for the next 20 years, specifying how much of that demand is requested to be met by the Authority's facilities. These projections guide the Authority's long-term water supply planning efforts. Based upon their 2025 Demand Projections provided to the Authority in January 2025, Manatee County is projected to begin to purchase a water supply allocation from the Authority beginning in 2036. Should changes to SWFWMD minimum flow regulations be adopted, requiring greater releases from the Manatee River Reservoir, it is conceivable that the County may seek to secure a water allocation from the Authority prior to 2036.

The Authority also collaborates with the City of Punta Gorda and the Englewood Water District (EWD) during emergency or drought conditions through a joint Water Use Permit (WUP) known as the Operational Flexibility WUP or "OFWUP" (District WUP No. 20012926.002). These two entities are collectively referred to as the Authority's "Partners." All other public water supply entities in the region are identified individually in this report.

Figure 1.1 highlights the Authority's four-county region and illustrates the location of its Members, Customers, Partners, and other water supply entities located in the four county area.

As a regional wholesale water supplier, the Authority operates the Peace River Facility (PRF), a 51 million gallon per day (mgd) conventional surface water treatment plant in DeSoto County. This facility is currently supported by a 120 mgd intake pump station on the Peace River, 6.5 billion-gallons (BG) of off-stream storage in two reservoirs, and a 21-well Aquifer Storage and Recovery (ASR) system, designed to store approximately 6.3 BG. The Authority's integrated regional loop system includes roughly 81 miles of large diameter drinking water pipelines, remote pumping stations, and finished water storage tanks.

The PRF WUP authorizes withdrawals from the Peace River using a flow-dependent diversion schedule, which is itself based upon the Lower Peace River Minimum Flow and Level (MFL) established by the SWFWMD and the Authority's long-term Hydrobiological Monitoring Program. Authorized Maximum Daily river withdrawals are 258 mgd. The WUP also authorizes the Authority to provide 80 mgd of potable water to the region. The WUP authorizes the construction of up to 26 additional ASR wells, expanding the total authorized ASR wells in the future. The WUP also authorizes up to 15 brackish groundwater production wells with an Annual Average Daily (AAD) and Peak Month Daily (PMD) raw water withdrawals of 11.2 mgd and 15.0 mgd, respectively.

1.3 Acknowledgements

The 2025 Plan was the result of a collaborative effort between the Authority's Members, Customers, Partners, and other water suppliers within the four-county region. Additionally, we acknowledge the colleagues whose work is cited in the text and included in the References section in Chapter 8. We are also deeply appreciative of the technical reviews, insights, and feedback provided by the Authority and its Members, Customers, Partners, and other water supply providers in the region, which greatly enriched this effort.

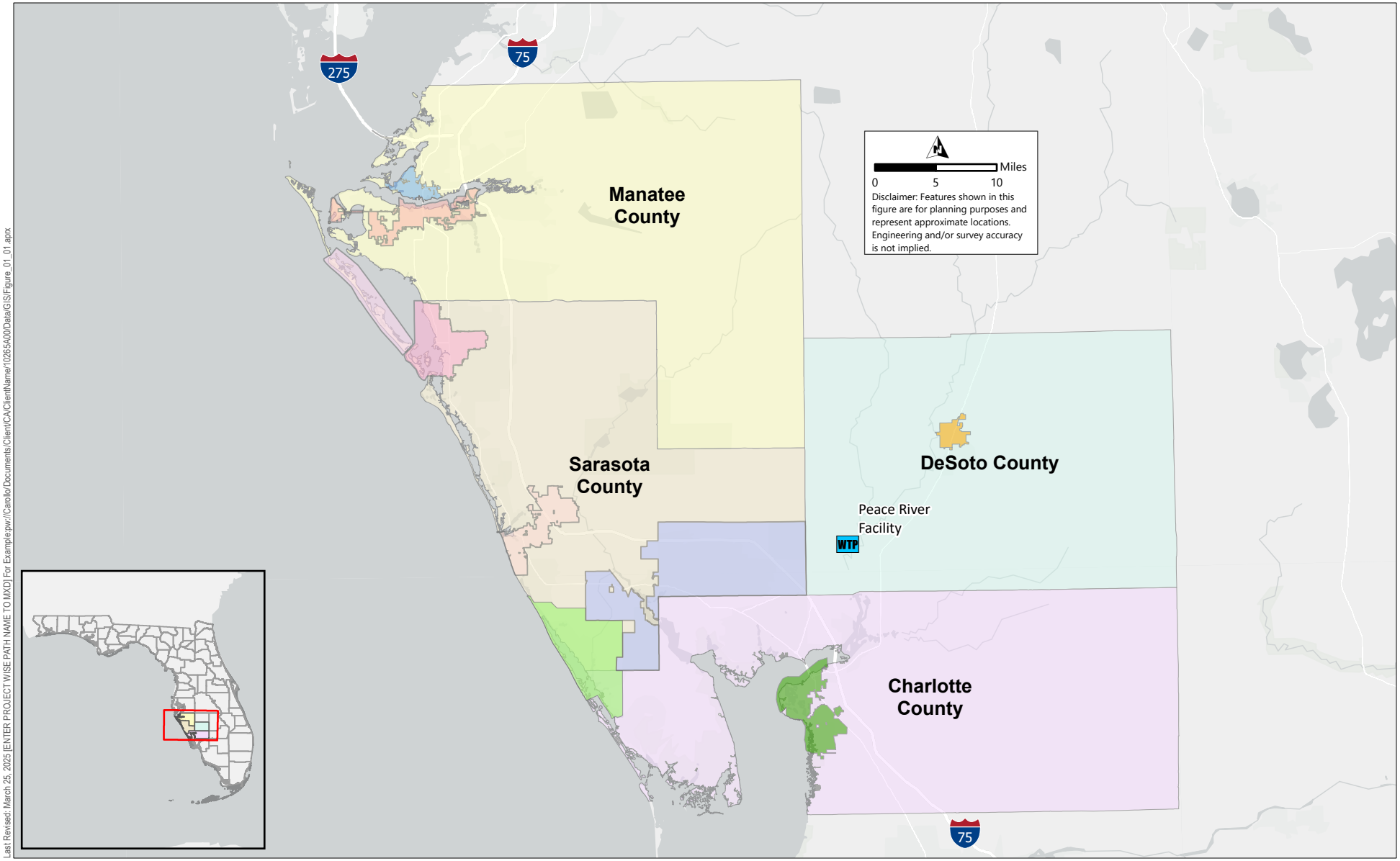


Figure 1.1 Regional Overview Map
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHAPTER 2 REGIONAL FACILITIES UPDATE

The Authority's four-county service area includes a diverse range of water supply sources that are operated by the Authority, Authority Member and Customers, and other public water suppliers in the region. Sources in the region include surface waters, fresh groundwater, and brackish groundwater. The region's primary surface water sources are the Braden, Manatee, and Peace Rivers, the Myakkahatchee Creek (and Cocoplum Canal), and Shell Creek. Groundwater sources include the surficial, intermediate, and upper Floridan aquifers. Each source has its own advantages and challenges, but when managed conjunctively, they can effectively meet the region's water needs both now and in the future.

This chapter outlines the existing potable water supplies owned by the Authority, its Members, Customers, Partners, and other public water supply providers and discusses the associated treatment, storage, and distribution facilities. It also covers additional supply quantities reserved for regional use under the Authority's Operational Flexibility WUP (OFWUP). Planned facilities that have either received Water Use Permits (WUPs) but are not yet constructed or operational will also be described, along with their respective existing and estimated supply capacities and implementation schedules as outlined in planning documents.

2.1 Regional Water Supply Overview

Figure 2.1 offers a comprehensive overview of the Authority Members, Customers, and Partners, highlighting their current permitted and operational water supply facilities. The Authority Customers and many of the facilities shown in **Figure 2.1** are interconnected by the Authority's Regional Transmission System, providing an integrated pipeline network. Additionally, the transmission systems of Customers and Partners are depicted for distribution piping greater than 10 inches in diameter. For purposes of this report, the term "Partners" refers to OFWUP co-permittees who are not Authority Members or Customers (i.e., City of Punta Gorda and Englewood Water District).

Tables summarizing the WUP authorized and available quantities for each of the Authority's Members, Customers, and Partners are provided in subsequent sections. These tables provide a summary of the authorized annual average daily (AAD) and peak month daily (PMD) quantities as outlined in the WUP, with treatment losses accounted for, reflecting the available finished water capacity. Treatment losses are typically reported in the Public Supply Annual Reports (PSARs) or sourced from other relevant documentation. In this context, PMD refers to the average daily flow during the peak month of water use. This chapter also includes summary descriptions of other major public water supply sources in the region, including the cities of Sarasota, Bradenton, Venice, and Arcadia.

For ease of reference, all of the currently existing WUPs and authorized quantities for these public water supply entities are compiled in **Table 2.1**.

Figure 2.1 Overview Map with Local Transmission Pipelines for Members, Customers, and Partners

Table 2.1 Existing Regional Public Water Supply WUPs, Authorized Withdrawals, and Durations

Public Water Supplier	WUP Name	WUP No.	Revision No.	AAD (mgd)	PMD (mgd)	Last Issued or Modified Date(1)	Expiration Date
Authority		20010240	014	80.0(2)	-	11/12/2024	2/26/2069
Charlotte County	Wholesale(3)	20007104	006	-	-	9/08/2015	10/07/2037
	Burnt Store	20003522	013	3.172	4.118	2/27/2024	9/25/2033
	Babcock Ranch(4)	08-00129-W	NA	1.0	3.1	12/19/2011	12/19/2031
DeSoto County	Wholesale(3)	20020457	001	-	-	10/27/2015	10/01/2037
	DCI	20006841	011	0.822	1.101	6/25/2015	6/25/2035
Manatee County	Consolidated	20013343	005	54.836	70.374	10/22/2024	9/25/2032
	IMC-Manatee Wellfield	20007345	006	1.96	1.96	12/17/2017	12/12/2037
Sarasota County		20008836	016	19.987	22.749	8/17/2023	8/28/2027
North Port		20002923	016	7.1	8.7	5/24/2024	9/22/2030
Punta Gorda		20000871	014	8.088	11.728	7/18/2024	7/31/2027
EWD		20004866	012	5.36	6.86	8/19/2022	12/09/2050
City of Sarasota	Verna Wellfield	20004318	006	6.0	7.0	10/04/2013	10/04/2033
	Downtown RO Wellfield	2010224	006	6.0	6.5	11/22/2024	11/10/2030
	Bobby Jones Golf Course(5)	2010225	003	0.043	0.0645	4/06/2018	4/06/2038
City of Bradenton		20006392	006	6.95	8.13	5/20/2020	5/20/2050
City of Venice		20005393	011	6.864	8.249	4/17/2020	12/16/2028
City of Arcadia		20004725	010	1.093	1.235	9/1/2023	5/24/2033
Customers and Partners(6)	Operational Flexibility	20012926	002	7.251	11.6	9/10/2013	9/10/2033

Notes:
(1) The last permit modification or renewal date, whichever occurred most recently.
(2) The Authority's PRF 80 mgd is not a withdrawal quantity, but an annual average finished water regional delivery quantity and a peak month limit is not included in the WUP.
(3) This is a wholesale permit that has no authorized withdrawals associated with it.
(4) Babcock Ranch is regulated by the South Florida Water Management District (SFWMD).
(5) Quantities do not contribute to City of Sarasota's total supply capacity.
(6) The Operational Flexibility WUP (OFWUP) is a "standby" source that authorizes the use of interconnected conjunctive sources, on a short-term basis only, for operational flexibility when the primary surface water source (Authority's Peace River Facility WUP) is temporarily unavailable.

2.2 Existing Sources of Supply

This section describes the existing and permitted sources of public water supply for the Authority's Members, Customers, Partners, and other major water suppliers within the local region.

2.2.1 Peace River Manasota Regional Water Supply Authority

The Authority's current water supply source is the lower Peace River in DeSoto County. Water withdrawals from the Peace River are undertaken at the Peace River Facility (PRF) and are regulated under SWFWMD WUP No. 20010240.014. A second WUP, Operational Flexibility WUP (OFWUP) (WUP No. 20012926.002) is a standby source that is authorized only for short-term use in the event that the PRF is temporarily unavailable to meet demand.

2.2.1.1 Peace River Surface Water

WUP No. 20010240.014 (PRF) authorizes a total AAD quantity of 80.0 mgd. A Peak Month quantity is not specified. Unlike other WUPs issued by the SWFWMD, the authorized 80 mgd AAD is not a withdrawal quantity but rather is a finished water delivery quantity to the region. Under the WUP, river withdrawal quantities are regulated in accordance with a diversion schedule that is based upon the minimum flow established by the SWFWMD for the lower Peace River.

The 80 mgd AAD finished water delivery quantity reflects a projected 29 mgd increase in treatment capacity above the PRF's current total finished water capacity of 51 mgd. Under that future capacity scenario, the 80 mgd quantity represents the expected wet-year maximum delivery from the facility. The Authority's WUP has a permit term of 50 years and has an expiration date of February 26, 2069 reflecting the facility's importance to the region and its consistency with long-term SWFWMD regulatory, policy, and funding initiatives, including but not limited to maximization of Alternative Water Supply (AWS), adherence to the SWUCA Recovery Strategy, and active participation in the Regional Water Supply Plans (RWSP).

2.2.1.2 Master Water Supply Contract

The third amended Master Water Supply Contract (MWSC), effective since December 4, 2024, serves as the foundational agreement governing the supply of water from the Authority to its Members and Customers. It defines the roles, responsibilities, and obligations of both the Authority and its Customers, which include Manatee, Charlotte, DeSoto, Sarasota, and North Port. Through this contract, the Authority is tasked with the operation, maintenance, alteration, replacement, and expansion of its water supply facilities. The MWSC also specifies the water allocations to be distributed to each Customer, so that the supply meets the needs of all parties involved while maintaining sustainable and reliable water resources for the region.

Under this Third Amendment to the MWSC, additional supply was allocated in relation to the PRF Surface Water System Expansion Project (SWSEP), which is comprised of the PR3 Reservoir and PRF Water Treatment Plan Expansion. The SWSEP is described in further detail in Chapter 5. This expansion will result in an additional AAD supply of 18.0 mgd. The AAD allocation to each Customer is as follows in **Table 2.2** and is to be fully available by fiscal year (FY) 2033, except where otherwise stated below.

Table 2.2 Additional AAD Supply Allocations Under the Third Amendment to the MWSC

Customer	Additional AAD Supply Allocation (mgd)	Full Availability Date
DeSoto County	1.0	FY 2033
Sarasota County	12.0	FY 2033
Charlotte County	3.0	FY 2033
City of North Port	2.0	FY 2029

Table 2.3 provides the total contractual capacities allocated to the Authority Customers through FY2033 and beyond. Appendix A provides the fully executed MWSC and its amendments.

Table 2.3 Contractual Supply Allocations Available to Authority Members and Customers

FY	DeSoto County		Sarasota County		Manatee County		Charlotte County		City of North Port		Total	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
2025	0.675	0.810	15.060	18.084	0	0	16.100	19.32	2.865	3.438	34.700	41.652
2026	0.675	0.810	15.060	18.084	0	0	16.100	19.32	2.865	3.438	34.700	41.652
2027	0.675	0.810	15.060	18.084	0	0	16.100	19.32	2.865	3.438	34.700	41.652
2028	0.970	1.164	16.560	19.872	0	0	16.100	19.32	2.865	3.438	36.495	43.794
2029	1.018	1.222	19.060	22.872	0	0	16.100	19.32	4.865	5.838	41.043	49.251
2030	1.059	1.271	19.060	22.872	0	0	16.100	19.32	4.865	5.838	41.084	49.301
2031	1.175	1.410	19.060	22.872	0	0	17.100	20.52	4.865	5.838	42.200	50.640
2032	1.675	2.010	19.060	22.872	0	0	18.100	21.72	4.865	5.838	43.700	52.440
2033(1)	1.675	2.010	27.060	32.472	0	0	19.100	22.92	4.865	5.838	52.700	63.240

Notes:
(1) Contractual values for FY2033 will remain in effect indefinitely, unless a future amendment to the MWSC is executed to modify allocations.

2.2.1.3 Future Brackish Groundwater Supply

In coordination with Sarasota County's relocation of WUP withdrawals from their University Parkway Wellfield to the Carlton Wellfield, the Authority received an authorization from the SWFWMD for a new brackish groundwater wellfield at the RV Griffin Reserve. WUP No 20010240.014 authorizes brackish groundwater withdrawals from the Upper Floridan Aquifer (UFA;15 wells) and the Intermediate Aquifer System (IAS; three wells). Total permitted AAD and PMD withdrawal quantities from brackish groundwater are 11.2 mgd and 15.0 mgd, respectively. The brackish wellfield is expected to yield allocable AAD and PMD finished water supplies of 8.0 mgd and 9.6 mgd. **Table 2.4** provides a historical overview for the permit modifications that have taken place in relation to the Authority's authorized groundwater source.

Table 2.4 Authority Groundwater Brackish Permit Changes

Date	Action/Modification	Authorized Withdrawal	Production Wells
October 2022	WUP modification authorizing the brackish groundwater wellfield	9.0 mgd AAD 9.0 mgd PMD	10 total wells
November 2023	Revised permit to increase authorized withdrawal quantities and modify well configuration	11.2 mgd AAD 15.0 mgd PMD	15 UFA wells
November 2024	Revised permit following brackish wellfield testing to include 3 existing intermediate aquifer wells	11.2 mgd AAD 15.0 mgd PMD	15 UFA wells + 3 existing IAS wells

2.2.1.4 Operational Flexibility Water Use Permit (OFWUP)

The OFWUP was issued on September 10, 2013, and will expire on September 10, 2033. This permit authorizes the region to use up to 7.251 mgd AAD and 11.600 mgd PMD on a short-term basis in the event that the Authority's PRF WUP is temporarily unavailable to meet demands. Authorized temporary (i.e., standby) supply sources under the WUP include Sarasota County's Carlton Wellfield, City of Punta Gorda, and Englewood Water District (EWD).

2.2.2 Charlotte County

Charlotte County has several separate water service areas. One service area referred to as the "Mid/West County" is located north and west of the Peace River and is provided water from the Authority's PRF. A second service area - "Burnt Store" or "South County" - is in the southwestern portion of the county. This area is provided with water from the County's Burnt Store Reverse Osmosis (RO) facility. The Burnt Store Wellfield also serves a portion of Lee County (in South Florida Water Management District; SFWMD). Both the PRF and Burnt Store WUP withdrawals are located within and regulated by the SWFWMD.

The County also holds an emergency supply WUP issued by the SFWMD for withdrawals from the UFA at the Babcock Ranch Wellfield. This wellfield is located within the County's "East County" service area. **Figure 2.2** shows the Charlotte County water treatment facilities (WTFs) and distribution system. The future pipeline shown is a potential future pipeline referred to as Phase IV. Note, the Burnt Store distribution system is not shown as it is not currently connected to the Authority's system.

2.2.2.1 Water Supplied by the Authority

Charlotte County's current contracted AAD and PMD water supply allocations from the Authority are 16.10 mgd and 19.32 mgd, respectively. Under Amendment 3 of the MWSC, AAD and PMD allocations will increase to 19.1 MGD and 22.92 MGD, respectively, by 2033. The County is authorized to use this water through WUP Nos. 20010420.014 (PRF) and 20007104.006 (Charlotte County Wholesale Permit). There is no significant water loss in the transmission system, so the contracted quantities are equivalent to the County's finished water capacity for the purposes of this report.

The Authority provides finished water to Charlotte County through various delivery points within its service area, maintaining a minimum delivery pressure of 65 pounds per square inch (psi), as stipulated in the MWSC, under AAD demand conditions. Water is delivered to the County via the following regional transmission mains (refer to **Figure 2.2**):

- 36-inch diameter South Regional Transmission Main (RTM).
- 24-inch diameter Kings Highway RTM.
- 24-inch diameter Phase 1A RTM.
- 42-inch diameter Phase 2 Regional Interconnect.

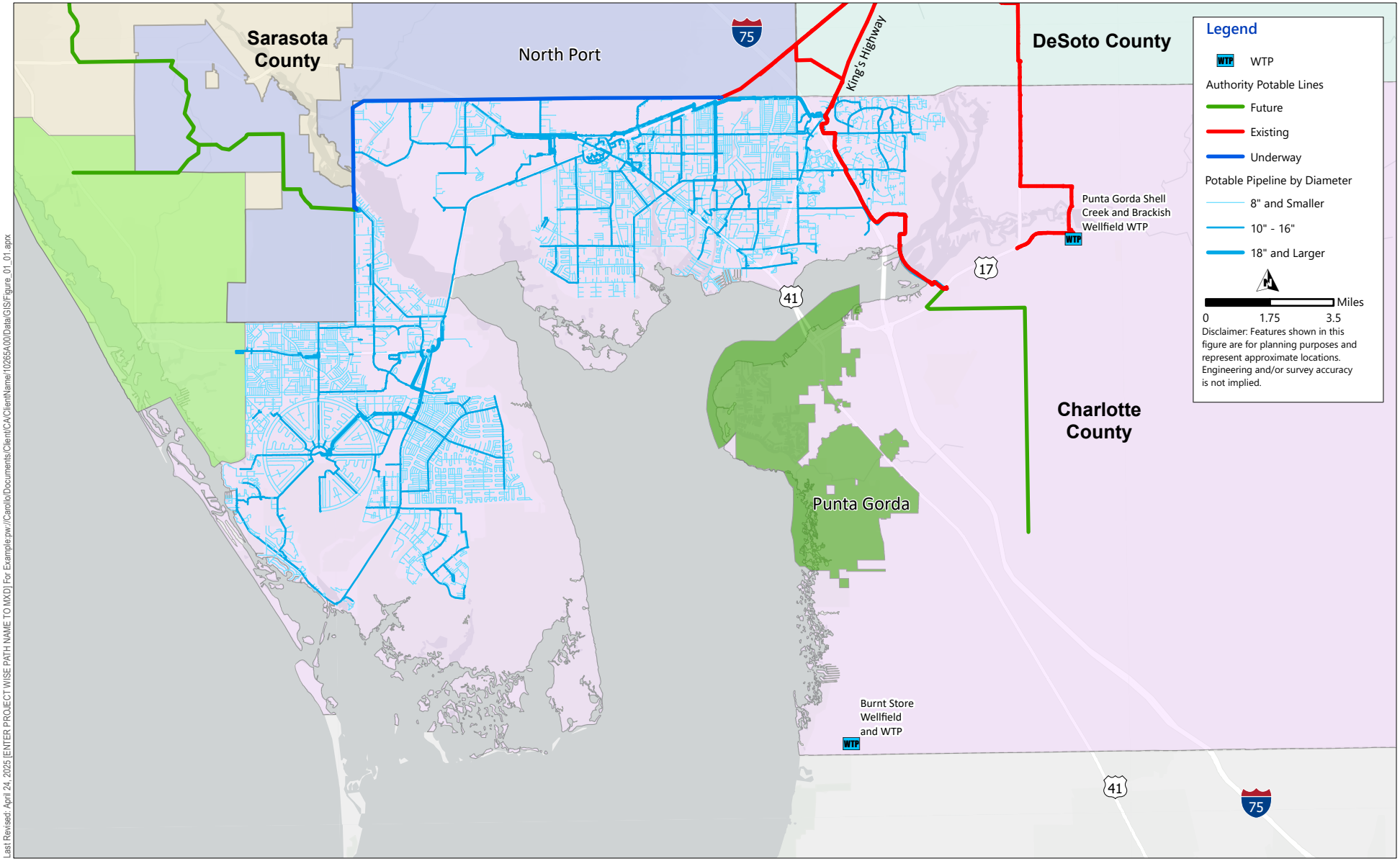


Figure 2.2 Charlotte County Potable Infrastructure

2.2.2.2 Burnt Store Wellfield and WTP

The Burnt Store Wellfield and WTP are owned and operated by Charlotte County and are not currently interconnected with the Authority's regional water supply system. However, to enhance the system's resilience, Charlotte County has explored the potential of an emergency interconnect with the City of Punta Gorda. This future connection could provide an additional water source in case of emergencies. A potential future regional transmission line referred to as Phase IV has also been identified for connecting the Burnt Store WTP to the regional system.

The Burnt Store Wellfield is permitted for AAD and PMD withdrawals of 3.172 mgd and 4.118 mgd, respectively, under WUP No. 20003522.013. The Burnt Store Wellfield is comprised of seven existing and four proposed brackish groundwater wells located at the Burnt Store WTP and along Burnt Store Road in southern Charlotte County. The water source is brackish groundwater from the IAS (six of the existing production wells) and a single existing production well completed within the UFA. Currently, only the six existing IAS production wells are in use. The single UFA production well has not been in service since February 2012 and currently has no permitted quantities, The four proposed production wells are permitted for completion in the IAS and have permitted AAD and PMD quantities of 1.310 mgd and 1.669 mgd, respectively. Groundwater is treated at the Burnt Store WTP which has a Florida Department of Environmental Protection (FDEP) maximum treatment capacity of 3.61 mgd. The WTP utilizes an RO system with disinfection before storage in a 500,000-gallon ground storage facility (three tanks totaling 1.5 MG) and ultimately distributed to the system. Based on Charlotte County's 2023 Public Supply Annual Report (PSAR) for the Burnt Store Facility, treatment losses associated with the RO process averaged 22 percent. This corresponds to AAD and PMD yields of 2.474 mgd and 3.212 mgd of finished water, respectively.

2.2.2.3 Babcock Ranch Wellfield

Charlotte County was issued WUP No. 08-00129-W (Charlotte County Babcock Ranch Water) by the SFWMD on December 19, 2011 (expires December 19, 2031). The wellfield property is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Board of Trustees). The Board of Trustees includes four trustees: Florida's Governor, the Chief Financial Officer, the Attorney General, and the Commissioner of Agriculture. The permit is authorized as a secondary (i.e., emergency or standby) source of public water supply for Charlotte County in the event the primary water supply for the utility is interrupted or reduced due to an emergency or other unforeseen event. Water from the WUP is authorized solely for use within Charlotte County. The permit authorizes AAD and PMD withdrawals of approximately 1.0 mgd (372 MG/year) and approximately 3.1 mgd (93 MG maximum monthly) from three proposed UFA wells.

No water production or treatment facilities currently exist. However, the County is in the process of exploring the feasibility of developing the Babcock Ranch Wellfield as a primary (rather than secondary/emergency) water supply. The County submitted a WUP modification application to the SFWMD on December 2, 2024 to increase authorized AAD and PMD withdrawal quantities from 1.0 mgd AAD and 3.1 mgd PMD to 32.0 mgd (11,680 MG/year) and approximately 41.69 mgd (1,167.36 MG/month), respectively. The application also requests an increase in the number of authorized withdrawals from a total of three to a total of 36 production wells.

To utilize the Babcock Ranch Wellfield as a water supply source, Charlotte County would be required to construct any WTPs offsite of the Babcock Ranch Preserve due to contractual limitations (this is further described in **Section 5.3.5**). Facilities would include RO treatment, as historical water quality indicates RO treatment would be necessary. Significant infrastructure development, such as transmission pipelines and a raw water booster station, would be required to distribute the finished Babcock Ranch Wellfield water supply to customers. As this project is currently conceptual, the Babcock Ranch Wellfield was not factored into the available supply assessment.

2.2.2.4 Charlotte County Supply Capacity Summary

Charlotte County currently has total AAD and PMD permitted quantities of 19.272 mgd and 23.438 mgd, respectively. The currently permitted quantities for Babcock Ranch Wellfield are not included in this total because of its secondary/emergency supply status and no treatment or transmission infrastructure currently exist. After accounting for treatment losses, the available AAD and PMD finished water quantities are 18.574 mgd and 22.532 mgd (see **Table 2.5**). It should be noted that the County's potable water supply system north of the Peace River, served by the PRF, is not interconnected with the County's system south of the river, which is served by the Burnt Store Facility. This lack of interconnection should be considered when evaluating supply availability on both a local and regional level.

Table 2.5 Charlotte County Finished Water Supply Capacity

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Authority(1)	16.100	19.320	16.100	19.320	19.100	22.920	19.100	22.920	19.100	22.920
Burnt Store Wellfield(1)	2.474	3.212	2.474	3.212	*2.474*	*3.212*	*2.474*	*3.212*	*2.474*	*3.212*
Babcock Ranch Wellfield(2)	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total	**18.574**	**22.532**	**18.574**	**22.532**	**21.574**	**26.132**	**21.574**	**26.132**	**21.574**	**26.132**

Notes:
(1) Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the net quantity of finished supply available to meet demands. Quantities shown in italics for Burnt Store indicate a permit renewal will be needed to secure the existing supply in the future. Future increases in finished capacity from the Authority reflect contractual supplies identified in the third amendment of the MWSC (December 2024).
(2) The Babcock Ranch Wellfield WUP currently authorizes AAD and PMD withdrawals of 1.0 mgd AAD and 3.1 mgd PMD for secondary/emergency supply purposes but is not currently utilized. Primary supply quantities will be determined through County permitting efforts with the SFWMD.

2.2.3 DeSoto County

DeSoto County's water service area is currently divided and served by two distinct sources. The primary source is the Authority's regional supply system, accessed through the County's interconnections. The other source is a self-contained system that exclusively serves the DeSoto Correctional Institute (DCI) and the Florida Civil Commitment Center via a groundwater RO facility. **Figure 2.3** illustrates the DeSoto County WTFs and distribution system. DeSoto County plans to connect the DCI to the Regional System in the future to replace the existing groundwater source currently used for the DCI.

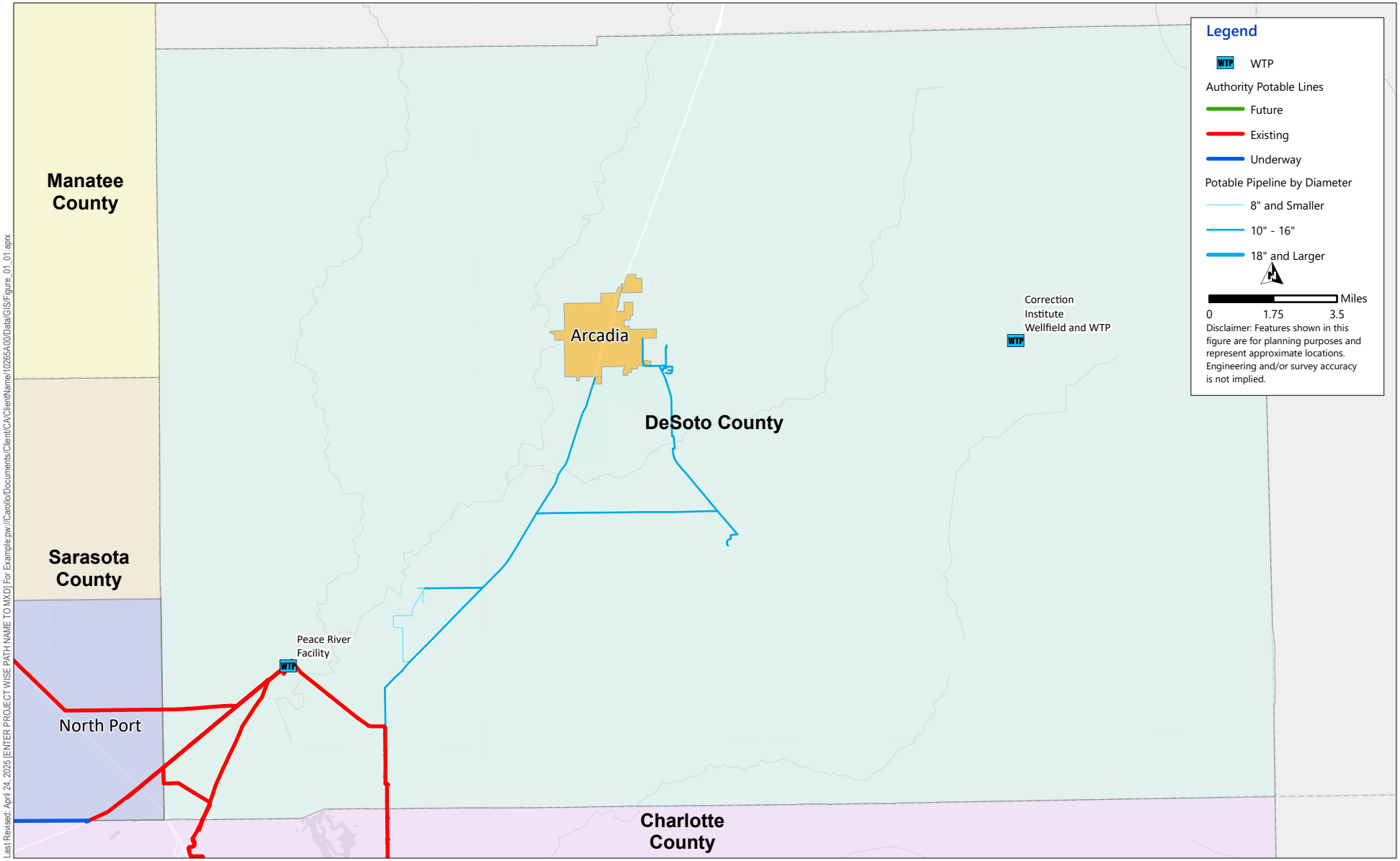


Figure 2.3 DeSoto County Potable Infrastructure

2.2.3.1 Water Supplied by the Authority

DeSoto County is an Exclusive Provider Customer of the Authority and has committed to purchasing water from the Authority to meet its future needs in unincorporated areas of the County. As an Exclusive Provider Customer, DeSoto County had agreed to not develop any additional water supply sources beyond the existing ones identified in the 2005 MWSC unless as a joint project with the Authority. The County is currently allocated AAD and PMD finished water quantities of 0.675 mgd and 0.810 mgd. As an Exclusive Provider Customer, the Authority is obligated to meet all DeSoto County's water demands regardless of these allocations. The County is authorized to use this water under WUP No. 20010420.014 (PRF), WUP No. 20020457.001 (Wholesale WUP), and WUP No. 20012926.002 (OFWUP). Since there is no significant water loss in the Authority's transmission system, the contracted quantities are equivalent to the County's finished water capacity for the purposes of this report.

The Authority provides finished water to DeSoto County through various delivery points within the County service area, maintaining a delivery pressure of 65 psi, as specified in the MWSC, under AAD demand conditions. Water is supplied through the following regional transmission mains:

- 12-inch diameter Lake Suzy Transmission Main via connections to 36-inch Charlotte County and 42-inch Phase 2 RTM.
- 20-inch diameter DeSoto RTM.
- 24-inch Kings Highway RTM.

2.2.3.2 DeSoto Correctional Institute Wellfield

The DCI Wellfield is located east of US 17 on SR 70 at the DCI facility. The DCI Wellfield is permitted for AAD and PMD withdrawals of 0.822 mgd and 1.101 mgd, respectively. The wellfield is comprised of five brackish groundwater wells. Three of the wells are in the IAS, and two wells (including a standby well) withdraw from the UFA. In addition to the DCI Wellfield, the facility includes an RO WTF and 275,000 gallons of finished water storage capacity serving the potable water needs of the correctional facility. These production facilities are not currently connected with the remainder of the DeSoto County potable water supply system or the Authority's regional system.

Brackish groundwater is treated at the DCI facility through an RO process with a finished water capacity of 0.750 mgd. Per the 2022 DCI Water Supply Evaluation Report, average treatment losses associated with the RO process are 20 percent. This yields AAD and PMD finished water quantities of 0.658 mgd and 0.881 mgd, respectively.

The 2022 DCI Alternative Water Supply Feasibility Study presented three potential alternatives to meet future DCI water supply demands. These alternatives include existing and new wells at the DCI facility, a water main connection to the City of Arcadia WTP, and a water main connection with the Authority regional system. Connection to the regional system was recommended as the most feasible option.

2.2.3.3 DeSoto County Supply Capacity Summary

The total permitted AAD and PMD quantities available to DeSoto County are 1.497 mgd and 1.911 mgd, respectively. Adjusted for treatment losses, the current AAD and PMD finished water quantities available to the county total 1.333 mgd and 1.691 mgd, respectively (see **Table 2.6**). It should be noted that the County's potable water supply system served by the PRF is not currently interconnected with DCI. This should be considered in the evaluation of supply availability on a local and regional basis.

Table 2.6 DeSoto County Finished Water Supply Capacity

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Authority	0.675	0.810	1.059	1.271	1.675	2.010	1.675	2.010	1.675	2.010
DCI Wellfield	0.658	0.881	0.658	0.881	0.658	0.881	*0.658*	*0.881*	*0.658*	*0.881*
Total	**1.333**	**1.691**	**1.717**	**2.152**	**2.333**	**2.891**	**2.333**	**2.891**	**2.333**	**2.891**

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the net quantity of finished water supply available to meet demands. Future increases in finished capacity from the Authority reflect contractual supplies identified in the third amendment of the MWSC (December 2024). Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.4 Manatee County

Manatee County provides water to unincorporated areas within the county, several municipalities (Bradenton, Palmetto, the Town of Longboat Key), and Sarasota County. The County's current water source is the Lake Manatee Facility, which includes the Lake Manatee Reservoir and an ASR system, the East County Wellfield, and the IMC-Manatee Wellfield. A future wellfield, Buffalo Creek, is permitted and planned for development and use by 2032. Buffalo Creek Wellfield is a brackish groundwater source that will require RO treatment.

The Lake Manatee Facility, East County Wellfield, and Buffalo Creek Wellfield are covered under the County's Consolidated WUP No. 20013343.005, which was issued on October 22, 2024.

The total permitted AAD and PMD quantities for this WUP are 54.836 mgd and 70.374 mgd, respectively. The IMC-Manatee Wellfield operates under a separate permit, WUP No. 20007345.006. This permit authorizes 1.96 mgd for both AAD and PMD. These authorized withdrawal quantities are outlined in **Table 2.7**.

Table 2.7 Manatee County WUP Authorized Withdrawals

Facility	WUP Permit No.	Authorized AAD (mgd)	Authorized PMD (mgd)
Lake Manatee(1)	20013343.005	34.9	46.068
East County Wellfield(1)		18.386	20.736
Buffalo Creek Wellfield(1)		3.95	3.95
IMC-Manatee Wellfield	20007345.006	1.96	1.96
	Total	56.796	72.334

Notes:
(1) WUP 20013343.005 is limited to a consolidated annual average withdrawal and peak month withdrawal of 54.836 mgd and 70.374 mgd, respectively.

The total WUP authorized AAD and PMD quantities for these four sources are 56.796 mgd and 72.334 mgd, respectively. Historically, treatment losses have been approximately five to seven percent. For instance, in 2023, Manatee County reported losses of 3.717 mgd out of a total production of 49.631 mgd, as noted in their PSAR to SWFWMD. For planning purposes, the past five years of PSAR reported treatment losses were averaged (6.01 percent) and applied to Lake Manatee, East Manatee Wellfield, and IMC-Manatee Wellfield to determine the finished water capacity shown in **Table 2.8**. For the Buffalo Creek RO Wellfield, though its WUP provides for an authorized AAD withdrawal of 3.95 mgd, which equates to approximately 3.0 mgd of finished water, the County plans to apply to modify the existing WUP to allow for construction of a facility capable of producing 5.0 mgd of finished water capacity. **Table 2.8** shows Buffalo Creek at 3.0 mgd finished water capacity as that is what is currently permitted.

Manatee County has a wholesale water services contract with Sarasota County, established in 2003, which provides for a maximum daily reserve capacity of 5.0 mgd. This contract was set to end on March 31, 2025. However, Sarasota and Manatee Counties negotiated to extend the contract with diminishing capacities through 2038. This is detailed more in **Section 2.2.5.2**.

While Manatee County does not currently receive water from the Authority, their projected water demands and sources of supply, submitted to the Authority on January 28, 2025, indicate a potential future AAD need from the Authority of 5.0 mgd by 2036. Depending on the outcome of the District's minimum flow and level (MFL) decision for the Manatee River which could potentially impact authorized withdrawals from Lake Manatee, this timeline could potentially need to be adjusted. **Figure 2.4** depicts the County's existing and proposed future WTP and water distribution system.

2.2.4.1 Lake Manatee Facility

Raw water from the Lake Manatee Reservoir is treated at the Lake Manatee WTP, a conventional surface WTP that uses alum for coagulation. The plant has an FDEP authorized maximum daily treatment capacity of 84.0 mgd. The conventional treatment units at the Lake Manatee WTP are designed to handle up to 54.0 mgd. Additionally, the East County and IMC-Manatee Wellfields contribute another 30.0 mgd of treatment capacity, employing degasification, lime softening, settling, and a new ultrafiltration system, which replaced the previous multimedia filters.

The Lake Manatee facility also has ASR wells that can inject treated drinking water into the UFA for storage during periods of low demand and high surface water flow. Currently, there are six ASR wells at the plant with a combined production capacity of 10.0 mgd. The ASR wellfield is permitted to store up to 3.0 BG, allocated as 1.8 BG for operational use and 1.2 BG reserved for extended operations (such as prolonged droughts or maintenance) or emergency situations. However, these ASR wells are not currently being used.

Lake Manatee WTP has one elevated storage tank with a capacity of 1.0 MG and two ground storage tanks each with a capacity of 10.0 MG. The overall system also includes four elevated storage tanks of 1.0 MG each, one elevated tank of 0.5 MG, three ground storage tanks of 1.5 MG each, and two ground tanks of 1.0 MG each. The total elevated storage capacity is 5.5 MG, and the total ground storage capacity is 26.5 MG, combining for a total storage capacity of 32 MG.

2.2.4.2 East Manatee County Wellfield

The East County Wellfield is situated on a roughly 23,000-acre watershed conservation area in eastern Manatee County, which is owned by the County. The East County Wellfield consists of seven UFA production wells and is one of three sources that are authorized under the County's Consolidated WUP (which also includes Lake Manatee and Buffalo Creek Wellfield). While the AAD and PMD withdrawal quantities for the Consolidated WUP total to 57.236 mgd and 70.754 mgd, respectively, the total withdrawal quantities for the Consolidated WUP are limited to 54.836 mgd and 70.374 mgd, respectively. The WUP authorizes AAD and PMD withdrawals from the East County Wellfield of up to 18.386 mgd and 20.736 mgd, respectively, consistent with a "groundwater flexibility" provision. These groundwater flexibility quantities were increased from 3.10 mgd to 4.75 mgd through an October 2024 permit modification. The 4.75 mgd of "new" Floridan quantities are intended to provide withdrawal flexibility at the East County wellfield for conjunctive use, but did not increase the total permit withdrawals.

Authorized withdrawals at the wellfield include UFA AAD withdrawal quantities of 2.17 mgd from WUP No. 20007235.011 (Gamble Creek/Twin Rivers) and 4.75 mgd from WUP No. 20007846.033 (SMR/ Lakewood Ranch) that were secured through Net Benefit provisions of the SWFWMD's SWUCA WUP rules. A portion of the authorized quantities for the wellfield are contingent upon continued use of reclaimed water by the foregoing permittees and their continued reduced reliance upon groundwater. When projected demands show the need for additional supply, the County is authorized to submit an application for permit modification requesting that the 4.75 mgd in new Floridan quantities currently identified as "withdrawal flexibility" at the East County Wellfield be added to the total authorized regular use withdrawal quantities. As this additional water supply has not yet been secured, it is not included in **Table 2.8**.

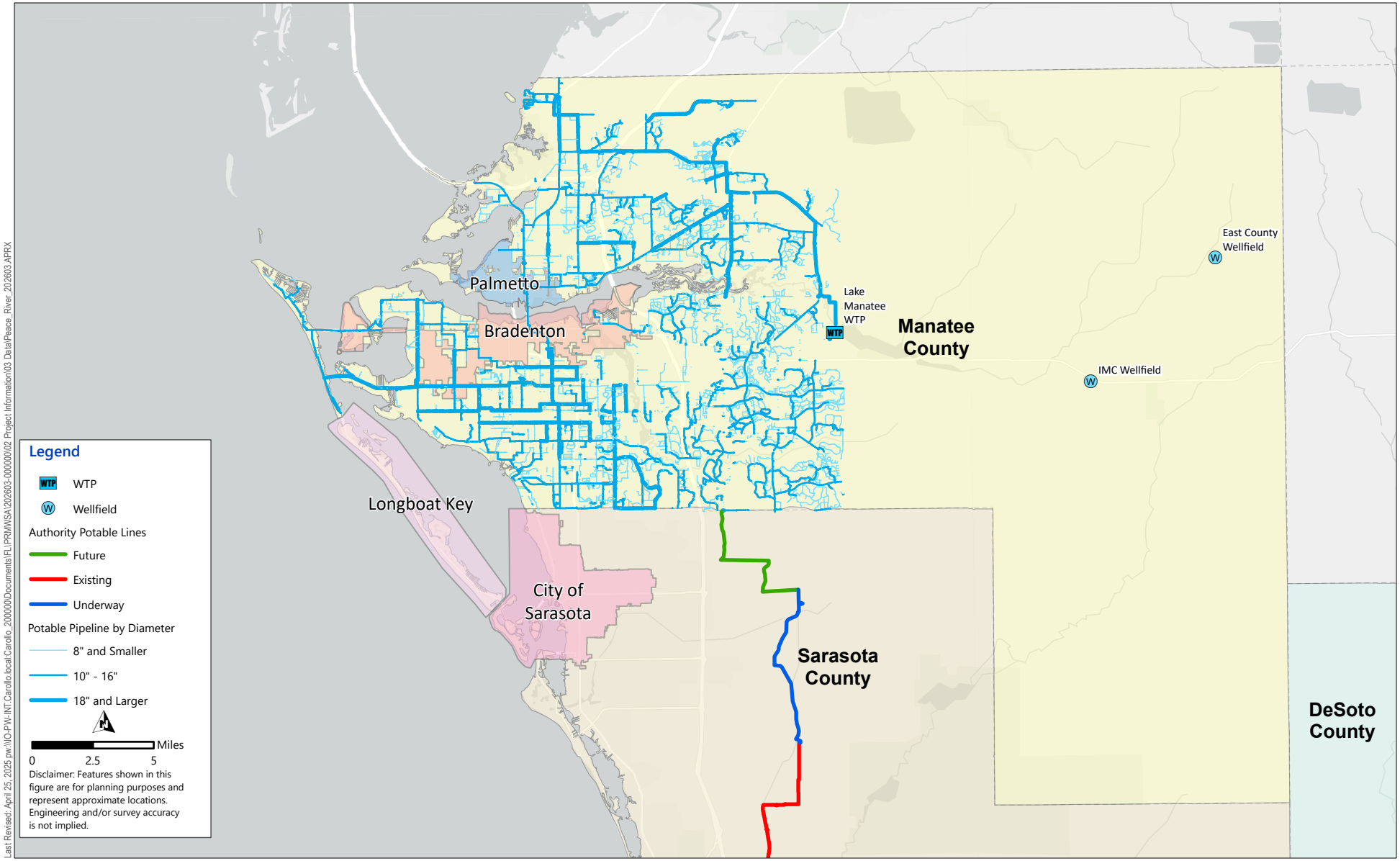


Figure 2.4 Manatee County Potable Infrastructure

2.2.4.3 Buffalo Creek Wellfield

Manatee County has started preliminary evaluations of the Buffalo Creek RO Wellfield and associated WTP with the intent to bring it online by 2032 (the ultimate timing for development will depend on water demand requirements and other considerations). The County has completed the Buffalo Creek Reverse Osmosis Site Selection Evaluation Technical Memorandum (January 2024, McKim & Creed) and is conducting well testing. This is detailed in **Section 5.2.2**. The Buffalo Creek Wellfield is in north-central Manatee County. This planned conjunctive use facility includes five authorized UFA wells and eight authorized IAS wells. Both the AAD and PMD authorized permitted quantities are 3.950 mgd, with 2.990 mgd authorized UFA quantities and 0.960 mgd authorized IAS quantities. Treatment losses are expected to be approximately 25 percent yielding a finished water capacity of 3.0 mgd. Manatee County has indicated that the facility may be constructed for an initial 5.0 mgd in finished water capacity with the ability to expand to 8.0 mgd of finished water capacity. However, the expansion to 8.0 mgd would likely occur after 2045, beyond the current planning horizon. To achieve finished AAD and PMD water quantities greater than 3.0 mgd, a WUP modification will be required.

The additional authorized UFA quantities at Buffalo Creek Wellfield were established through two key mechanisms identified within the SWFWMD's SWUCA "Net Benefit" WUP process: 1) Groundwater Replacement Credits (GWRC) and 2) mitigation plus recovery. Both mechanisms require a reduction in historic groundwater withdrawal impacts (by at least 10 percent) in exchange for SWFWMD issuance of "new" groundwater quantities. GWRCs involve provision of reclaimed water from a utility to another permittee to reduce that permittee's historic reliance upon groundwater. Mitigation plus recovery involves permanently retiring from use the historically used quantity associated with one or more WUPs within the SWUCA. GWRCs are discussed in more detail in Chapter 7.

The Net Benefit is preserved as long as the use of reclaimed water at a site is neither reduced nor discontinued, provided that associated Floridan withdrawals at the site do not resume. However, should the standby groundwater quantity at a site receiving reclaimed water be reinstated, Manatee County is required to either cease or reduce Floridan withdrawals at the Buffalo Creek Wellfield as needed to maintain a Net Benefit to the resource. The Net Benefit quantities at Buffalo Creek Wellfield include 444,637 gallons per day (gpd) from four WUPs that provide an offset. These permits include two former agricultural operations, which were purchased by Manatee County and are retired from use, and two residential and common ground area operations.

2.2.4.4 IMC-Manatee Wellfield

The IMC-Manatee Wellfield is located on a 994-acre tract owned by Manatee County, approximately 24 miles east of the City of Bradenton. The IMC-Manatee Wellfield is authorized for AAD and PMD quantities of 1.960 mgd. The WUP authorizes use of three UFA production wells, two of which are maintained in "standby" status. These wells can provide additional raw water supply to the Lake Manatee WTP.

2.2.4.5 Manatee County Supply Capacity Summary

The total permitted AAD and PMD quantities available to Manatee County are 52.846 mgd and 68.384 mgd, respectively. As previously discussed, treatment losses were accounted for in calculating the finished water supply for Manatee County. These included a 6.01 percent loss for Lake Manatee, East County Wellfield, and IMC-Manatee Wellfield, and an approximate 25 percent loss for the Buffalo Creek Wellfield, as reflected in **Table 2.8**.

Table 2.8 Manatee County Finished Water Supply Capacity

Supply (mgd)[1]	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Lake Manatee Facility	32.803	43.299	32.803	43.299	*32.803*	*43.299*	*32.803*	*43.299*	*32.803*	*43.299*
East County Wellfield	17.281	19.490	17.281	19.490	*17.281*	*19.490*	*17.281*	*19.490*	*17.281*	*19.490*
IMC-Manatee Wellfield	1.842	1.842	1.842	1.842	*1.842*	*1.842*	*1.842*	*1.842*	*1.842*	*1.842*
Buffalo Creek Wellfield					3.000	3.000	3.000	3.000	3.000	3.000
Total[2]	51.926	64.631	51.926	64.631	*53.383*	*67.987*	*53.383*	*67.987*	*53.383*	*67.987*

Notes: Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the current net quantity of finished supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

(1) The 5.0 mgd to that may be required to be provided by the Authority to Manatee County by 2036 could potentially be required sooner depending upon the outcome of the District's MFL decision for the Manatee River. This source is not included in the table.

(2) The consolidated Water Use Permit (WUP) for Lake Manatee, East County, and Buffalo Creek authorizes a combined maximum withdrawal of 54.836 mgd AAD and 70.372 mgd PMD. Although the sum of the individual source allocations exceeds these limits, the combined cap governs overall withdrawals. Therefore, individual source totals were used until their combined value surpassed the permitted limit, at which point the consolidated maximum was applied. A treatment loss of 6.01 percent, as previously calculated, was then factored in to determine the finished water supply capacity.

2.2.5 Sarasota County

Sarasota County supplies potable water service to the unincorporated areas of the county. The County's currently active supply sources include finished water from the Authority, currently 15.060 mgd AAD and 18.084 mgd PMD, and brackish groundwater from the Carlton Memorial Reserve (Carlton) Wellfield . Authorized AAD and PMD withdrawal quantities from Carlton under the County's Consolidated WUP No. 20088836.016 are 15.553 mgd and 18.275 mgd, respectively. Further information regarding supplies from the Authority, Manatee County, and each Sarasota County wellfield and their individual withdrawal status is provided in the descriptions below.

The County facilities include 14 ground storage tanks and 2 elevated storage tanks with a total combined storage capacity of 30 MG. Due to changes in the water distribution system operating strategies over time, some ground storage tanks are not used under current daily operating strategies. **Figure 2.5** shows the Sarasota County WTFs and distribution system.

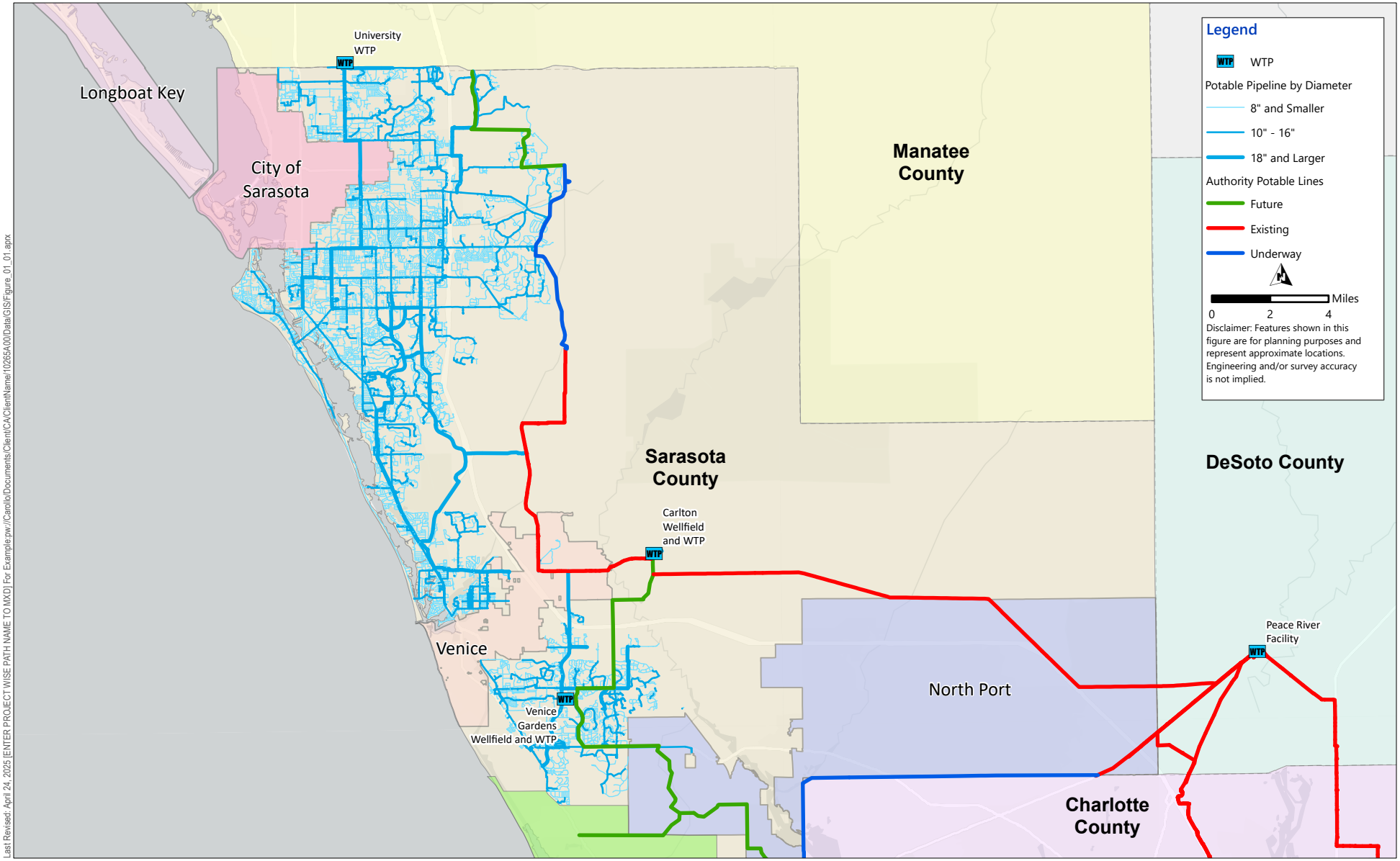


Figure 2.5 Sarasota County Potable Infrastructure

2.2.5.1 Water Supplied by the Authority

Sarasota County's current contractual AAD and PMD public supply quantities from the Authority are 15.060 mgd and 18.084 mgd, respectively. The County is authorized to use this water via the Authority's WUP No. 20010420.014. There is no significant loss associated with delivery of Authority water to the county, so the contracted quantities are the same as the finished water capacity for the purposes of this report.

Finished water is provided by the Authority to Sarasota County at the Carlton WTP and at the 681 Connection (immediately west of the County landfill on Knights Trail Road) and the Proctor Booster Station.

Service to the County is through the following regional transmission mains:

- 42-inch diameter North RTM.
- 48-inch diameter Phase 3A Interconnect.
- 48-inch diameter Phase 3B Interconnect.

2.2.5.2 Water Supplied by Manatee County

Since 1973, Sarasota County has had a wholesale water service agreement with Manatee County for purchase of finished water. The latest version of this agreement remains in effect until March 31, 2028, though the contract does contain a provision that allows Manatee County to terminate the agreement early by providing 18 months' notice, should they need the reserved capacity to serve their customers. The contract makes available to Sarasota County a maximum daily reserve capacity based on the schedule in **Table 2.9**.

Table 2.9 Manatee and Sarasota County Contractual Reserve Capacity

Time Period	Maximum Daily Reserve Capacity (mgd)
April 1, 2020 – March 31, 2025	5.0
April 1, 2025 – March 31, 2026	4.0
April 1, 2026 – March 31, 2028	3.0
April 1, 2028 – March 31, 2038	0.5

This contract slowly decreases Sarasota County's purchase of water from Manatee County as the PRF increases capacity.

2.2.5.3 County Owned Wellfields (Consolidated WUP)

The County's Consolidated WUP regulates withdrawals from three County Wellfields: 1) Carlton Memorial Reserve (Carlton); 2) Venice Gardens; and 3) University Park. The Consolidated WUP was modified in 2022 to increase total combined AAD and PMD withdrawal quantities from 13.737 mgd and 16.499 mgd, respectively, to 19.987 mgd and 22,749 mgd, respectively. The total authorized increase in both the authorized AAD and PMD withdrawal quantities was 6.250 mgd and resulted from self-relocation of historically permitted quantities from University Parkway to Carlton. Of the three authorized facilities, only Carlton is currently in active operation. Further information regarding each wellfield and its respective withdrawal status is provided in the individual wellfield descriptions below.

University Parkway Wellfield

The University Parkway Wellfield is owned by Sarasota County and located in the northwest portion of the county. The wellfield previously supplied brackish groundwater for blending with potable water purchased from Manatee County. The University Parkway Wellfield historically consisted of seven UFA production wells with authorized withdrawal quantities of 2.0 mgd AAD and 2.4 mgd PMD, respectively. These historically permitted quantities were relocated to Carlton under the self-relocation provisions of the SWFWMD's SWUCA WUP rules. Under current Consolidated WUP No. 20008836.016, the University Parkway Wellfield has only one standby well authorized for 285,000 gpd AAD and 342,000 gpd PMD, for contingency purposes only. This well will eventually be decommissioned under a future permit modification.

Carlton Wellfield

The Carlton Wellfield and WTP are situated in east-central Sarasota County, on the eastern side of the Myakka River within the 24,000-acre T. Mabry Carlton Jr. Reserve. As provided above, of the three wellfields authorized under the County's Consolidated WUP No. 20008836.016, only Carlton is currently active. The WUP authorizes AAD and PMD quantities of 15.553 mgd and 18.275 mgd, respectively, for the Carlton Wellfield from the IAS and UFA.

The Carlton WTP employs electrodialysis reversal (EDR) technology to treat the brackish groundwater extracted from the Carlton Wellfield and features three ground storage tanks with a total capacity of 15 MG, two of which are owned by the Authority.

The Carlton WTP recently underwent rehabilitation and upgrades in two phases. Phase 1 involved replacing five EDR units, which achieved a design water treatment capacity of 7.5 mgd and was completed in November 2021. Phase 2 was substantially completed in November 2023 and replaced an additional five EDR units (7.5 mgd), increasing the total EDR treatment capacity to 15.0 mgd. With an EDR recovery rate of 80 percent, the finished water yield is 12.0 mgd AAD and 12.0 mgd PMD. The County anticipates achieving 13.5 mgd AAD and PMD in finished water capacity prior to 2030.

Additionally, 2.00 mgd AAD and 2.400 mgd PMD of self-relocation quantities, previously allocated to the University Parkway Wellfield, have been transferred to the Carlton Wellfield.

Venice Gardens Wellfield

The Venice Gardens Wellfield, located in the southwestern part of Sarasota County, consists of 10 permitted production wells that withdraw brackish water from the IAS and the UFA. The current permitted AAD and PMD quantities are 4.434 mgd and 4.475 mgd, respectively. At present, the Venice Gardens Wellfield is inactive as the WTP needs repairs. Although these quantities are permitted, they are not currently in use and are therefore not listed in **Table 2.10**.

The Venice Gardens RO Facility is planned to be phased out as a production unit. The County is considering changing the well status to standby in the interim, but regardless, plan to retire the wellfield and self-relocate authorized withdrawal quantities to Carlton to the maximum extent possible under the SWUCA rules during the County's WUP renewal, which will occur in 2027. The magnitude of currently permitted withdrawal quantities that can be relocated under SWUCA rules will be determined during that process. Additional production wells may be required at Carlton to accommodate the relocation of additional quantities from Venice Gardens.

2.2.5.4 Sarasota County Supply Capacity Summary

The total permitted AAD and PMD quantities currently available to Sarasota County, from the Authority and Carlton Wellfield, are 30.613 mgd and 36.359 mgd, respectively. Accounting for treatment losses, total finished water AAD and PMD quantities of 27.502 mgd and 32.704 mgd are available to Sarasota County, as shown in **Table 2.10**. The contractual quantities received from Manatee County are also shown in **Table 2.10**.

Table 2.10 Sarasota County Finished Water Supply Capacity

Supply (mgd)(1)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Authority	15.060	18.084	19.060	22.872	27.060	32.472	27.060	32.472	27.060	32.472
Carlton Wellfield	12.000	12.000	13.500	13.500	*13.500*	*13.500*	*13.500*	*13.500*	*13.500*	*13.500*
Total	27.060	30.084	32.560	36.372	40.560	45.972	40.560	45.972	40.560	45.972

General Notes:
Sources shown are WUP-authorized quantities adjusted for treatment losses. These represent the net quantity of finished supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future. Future increases in finished capacity from the Authority reflect contractual supplies identified in the third amendment of the MWSC (December 2024) .
(1) The finished water contracted to Sarasota County from Manatee County is set to expire on March 31, 2038. The amounts are outlined in **Section 2.2.5.2**.

2.2.6 City of North Port

The City of North Port, located in Sarasota County, provides potable water using three primary sources: Myakkahatchee Creek (including the Cocoplum Waterway), an IAS brackish water wellfield (Myakkahatchee Creek RO Wellfield), and wholesale water from the Authority. A fourth source, the West Villages RO Wellfield (also drawing from the IAS), began production in May 2023. The SWFWMD has established an MFL for the lower segment of the Myakka River, which encompasses Myakkahatchee Creek. While the MFL considers permitted flows for the City of North Port, it may potentially restrict future growth of this surface water source.

The City's WUP No. 20002923.015 authorizes the conjunctive use of surface water and groundwater with AAD and PMD quantities of 7.1 mgd and 8.7 mgd, respectively. The permit authorizes 4.4 mgd AAD and 6.0 mgd PMD from Myakkahatchee Creek or a combination of Myakkahatchee Creek and the Myakkahatchee Creek RO Wellfield. Additionally, up to 2.7 mgd AAD and PMD is permitted from the West Villages RO Wellfield. Withdrawals from Myakkahatchee Creek are regulated to adhere to a diversion schedule designed to protect the creek from falling below the MFL.

The City maintains a total finished water storage capacity of 7.5 MG, which includes 4 MG at three booster pump stations and 3.5 MG at the Myakkahatchee Creek WTP. **Figure 2.6** illustrates the City of North Port's WTFs and distribution system.

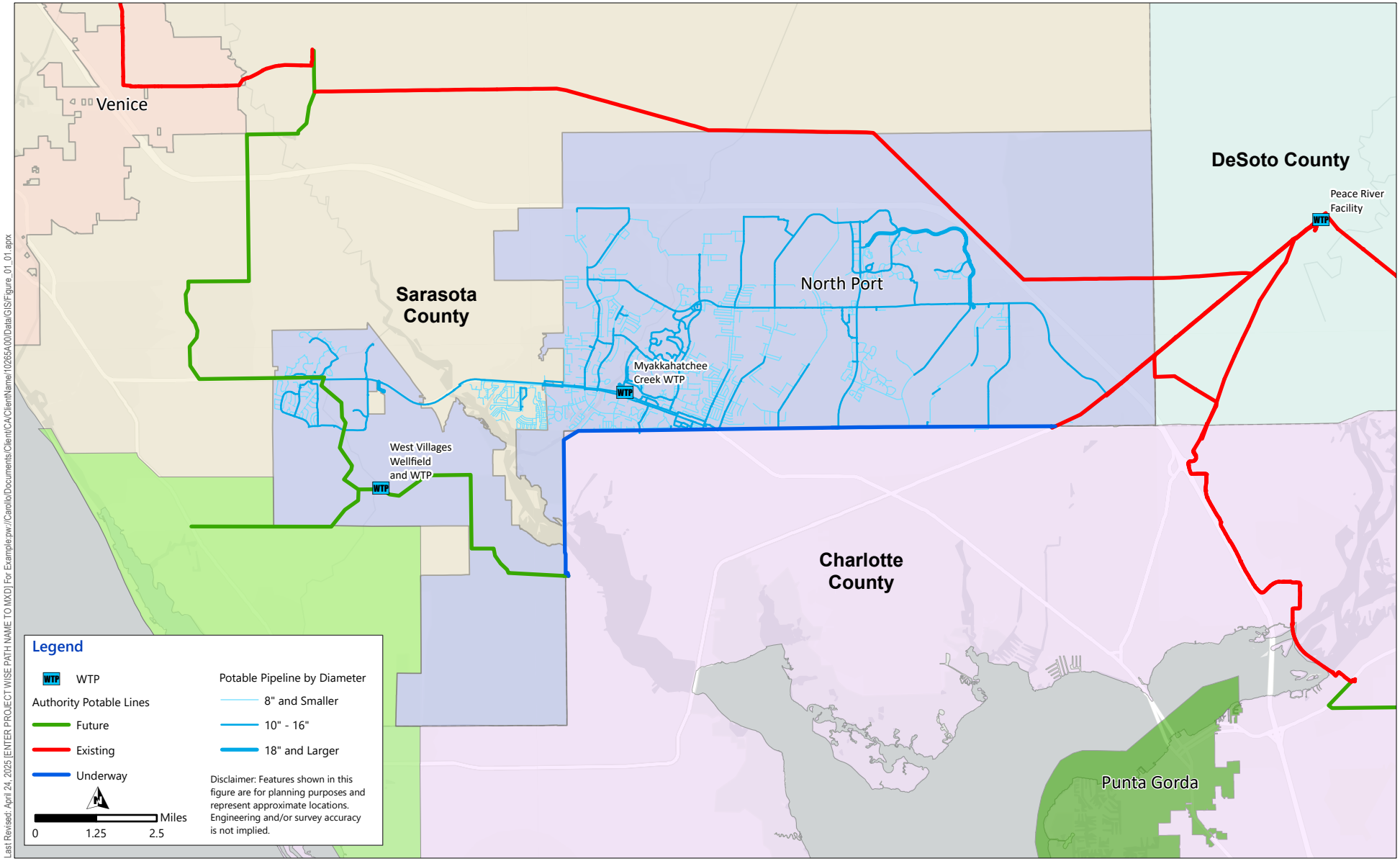


Figure 2.6 City of North Port Potable Infrastructure

2.2.6.1 Water Supplied by the Authority

The City of North Port's contractual AAD and PMD public supply from the Authority is currently 2.865 mgd and 3.438 mgd, respectively. The City is authorized to use this water via WUP No. 20010420.014 (PRF). There is no loss associated with delivery of Authority water to the City, so the contracted quantities are the same as the finished water capacity for purposes of this report.

Finished water is provided by the Authority to the City of North Port through various delivery points in the service area with delivery pressures at AAD demand conditions of 65 psi, as stated in the MWSC. Service is through the following regional transmission mains:

- 42-inch Phase 2 RTM.
- 36-inch diameter South RTM.

In November 2022, Sarasota County and the City of North Port revised their existing interlocal agreement to incorporate an emergency interconnect located on US 41 near the West Villages development.

2.2.6.2 Myakkahatchee Creek/Cocoplum Waterway

North Port's withdrawals of surface water from Myakkahatchee Creek and brackish groundwater from the IAS to supply the existing RO facilities are governed by WUP No. 20002923.015. Withdrawals from the creek are regulated by a specified diversion schedule, with maximum allowable withdrawals capped at 2.08 mgd, 4.0 mgd, and 6.0 mgd when the flow at the City's gauge station, USGS Price Blvd., District ID No. 202, is less than 10 cubic feet per second (cfs), between 10 and 30 cfs, and greater than 30 cfs, respectively. During periods of low rainfall, water quality in Myakkahatchee Creek, including total dissolved solids (TDS) and sulfate levels, deteriorates, which can serve to further limit withdrawals. The WUP also permits the City to withdraw water from the Cocoplum Waterway (adjacent to the WTF) on a rotational basis while adhering to AAD and PMD quantities of 4.4 mgd and 6.0 mgd, respectively. Although the water quality of the Cocoplum Waterway is poorer than that of Myakkahatchee Creek, there are no flow-based withdrawal limitations for this waterway.

In 2013, the City developed the Myakkahatchee Creek RO Wellfield, which extracts brackish groundwater from six IAS production wells. These wells are permitted to withdraw up to a combined total of 2.0 mgd on both AAD and PMD bases. According to the City's 2022 Water Supply Facilities Report, RO treatment losses average 25 percent, resulting in 1.1 mgd of finished water before blending and storage.

At the Myakkahatchee Creek WTP, surface water undergoes treatment through coagulation, flocculation, sedimentation, filtration, and primary disinfection. The surface water portion of the WTP has a rated treatment capacity of 4.4 mgd, but with 25 percent treatment losses results in a finished water quantity of approximately 3.3 mgd. The finished water from the surface WTP is mixed with RO-treated groundwater from the Myakkahatchee Creek RO Wellfield and stored in ground tanks before distribution. The finished water storage at the Myakkahatchee Creek RO WTP includes one 2.5 MG ground storage tank and one 1 MG ground storage tank, providing a total storage volume of 3.5 MG.

2.2.6.3 West Villages RO Wellfield

The West Villages RO Wellfield came online for production in May 2023 and is permitted to withdraw up to 2.7 mgd on an AAD and PMD basis, respectively. Per the 2023 Annual Wellfield Report, treatment loss averaged 34 percent; therefore, the AAD and PMD capacity are both 1.782 mgd. The West Villages RO WTP has one 0.75 MG ground storage tank. The City has indicated that the West Villages RO WTP finished water capacity is expandable to achieve 4.0 mgd finished water; however, additional WUP withdrawal quantities to achieve this finished water capacity have not been permitted. Thus, this additional finished water capacity is not included in the supply capacity available to the City in **Table 2.11**.

2.2.6.4 City of North Port Supply Capacity Summary

The total permitted AAD and PMD quantities available to the City of North Port are 9.965 mgd and 12.138 mgd, respectively. Adjusting for the capacity limitations at the Myakkahatchee Creek WTP, the total ADD and PMD finished water capacities currently available to North Port are 7.947 mgd and 9.720 mgd, respectively, as shown in **Table 2.11**.

Table 2.11 City of North Port Finished Water Supply Capacity

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Authority	2.865	3.438	4.865	5.838	4.865	5.838	4.865	5.838	4.865	5.838
Myakkahatchee Creek Facility	3.300	4.500	*3.300*	*4.500*	*3.300*	*4.500*	*3.300*	*4.500*	*3.300*	*4.500*
West Villages RO Wellfield	1.782	1.782	*1.782*	*1.782*	*1.782*	*1.782*	*1.782*	*1.782*	*1.782*	*1.782*
Total	**7.947**	**9.72**	**9.947**	**12.12**	**9.947**	**12.12**	**9.947**	**12.12**	**9.947**	**12.12**

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the net quantity of supply available to meet. Future increases in finished capacity from the Authority reflect contractual supplies identified in the third amendment of the MWSC (December 2024). Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.7 City of Punta Gorda

The City of Punta Gorda's (City) water supply is produced at the Shell Creek WTP on Washington Loop Road. The City operates under WUP No. 20000871.014. This permit allows AAD and PMD withdrawals of 8.088 and 11.728 mgd, respectively. The FDEP permitted treatment capacity of the surface water facility is 10.0 mgd. Surface water is supplied to the treatment facilities from the Shell Creek Reservoir, which covers about 800 acres and has a capacity of 765 MG. The reservoir is formed from the impoundment of Shell and Prairie Creeks by the Hendrickson Dam. Groundwater is authorized to be supplied from 11 permitted brackish production wells, although only 8 are currently constructed. The Shell Creek RO WTP was brought online in July 2020 and has a capacity of 4.0 mgd.

New MFL requirements for the lower segment of Shell Creek became effective in December 2021. The new MFL affects the timing and degree to which surface waters from Shell Creek can be withdrawn to meet demands and will affect the degree to which the City will rely upon brackish groundwater in the future. According to the City's 2024 Water Supply Plan, the City plans to expand its Shell Creek RO WTP to 8.0 mgd by 2028. The SWFWMD may in the future adopt MFLs for the upper segment of Shell Creek and Prairie Creek (i.e. upstream of the reservoir).

While the City is not an Authority Customer, the City's distribution system is interconnected to the PRF through two interconnects. The 9-mile, 24-inch Phase 1A regional interconnect and the 6-mile, 24-inch Phase 1 regional interconnect. Both of these interconnects are bi-directional by design and can provide up to 6 mgd of supply from either the Authority or the City to provide supply in times of need. Ultimately, the goal is for a net-zero exchange in flow at the end of the FY between the two entities. The City's distribution system contains the Burnt Store Elevated Storage Tank and the Bal Harbor Ground Storage Tank. The City's WUP is also an authorized source for serving the region under the OFWUP 20012926.002.

The City's WTP is permitted by the FDEP for 10.0 mgd of treatment capacity. The Shell Creek RO WTP is permitted as a 4.0 mgd RO WTP with the capability of blending up to 0.5 mgd of filtered groundwater for a design finished water capacity of 4.5 mgd. The RO facility was designed to allow a future expansion up to 9.0 mgd of additional finished RO capacity. For 2023, RO treatment losses were approximately 18 percent. This treatment loss is a blended percentage of the City's surface water and groundwater. The loss can vary depending on how much water is used from each source.

The total combined WUP authorized AAD and PMD withdrawal quantities available to the City of Punta Gorda are 8.088 mgd and 11.728 mgd, respectively. Adjusting for treatment loss, approximately 18 percent, the City's total finished water AAD and PMD capacities are 6.632 mgd and 9.617 mgd, respectively, as shown in **Table 2.12**. The assumed treatment loss is a blended percentage of the City's surface water and groundwater based on historical averages.

Table 2.12 City of Punta Gorda Finished Water Supply Capacity

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Shell Creek Reservoir and RO Wellfield	6.632	9.617	*6.632*	*9.617*	*6.632*	*9.617*	*6.632*	*9.617*	*6.632*	*9.617*

General Notes:
Sources shown are WUP authorized withdrawal quantities adjusted for treatment losses. These represent the current net quantity of supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.8 Englewood Water District

The EWD delivers potable water to southwestern Sarasota County and northwestern Charlotte County through several wellfields that feed both a lime softening and an RO treatment facility. EWD is not a Customer of the Authority. Operating under WUP No. 20004866.012, EWD is authorized to withdraw AAD and PMD quantities 5.36 mgd and 6.86 mgd, respectively. From four wellfields (Wellfields 1, 2, 3, and 5). The lime softening WTP is designed to produce 3.0 mgd finished water, though its current operational capacity limits it to 2.0 mgd. Due to minimal treatment losses, the finished water capacity of the lime softening WTP is considered to be equivalent to the permitted withdrawal quantity for the purposes of this report. The EWD distribution system includes four storage tanks with a total capacity of 7.5 MG and an additional 150-foot elevated storage tank with a 0.1 MG capacity.

The RO WTP treats brackish groundwater from two IAS wellfields. The RO WTP currently has a finished water production capacity of 3.0 mgd using six membrane trains each capable of producing 0.5 mgd. Treatment losses are estimated at about 28 percent from this system.

Wellfields 1, 2, 3, and 5 withdraw from the SAS and the IAS and provide raw water for the lime softening WTP. Permitted AAD and PMD daily quantities from this collection of wellfields are 1.32 mgd and 1.64 mgd, respectively. RO Wellfield 2 and RO Wellfield 4 (which are co-located within the limits of freshwater Wellfield 2) provide raw brackish ground water from the IAS for the RO WTP. Combined withdrawals from RO Wellfields 2 and 4 are limited to 4.25 mgd AAD and 5.44 mgd PMD.

Under the OFWUP, up to 2.0 mgd of finished water may be supplied by EWD to the region on an AAD and PMD basis. EWD supplies are currently available through two interconnections between EWD and Charlotte and Sarasota Counties.

The total WUP authorized AAD and PMD quantities available to the EWD are 5.360 mgd and 6.860 mgd, respectively. Adjusting for treatment loss of approximately 28 percent, the total finished water AAD and PMD quantities are 4.229 mgd and 5.398 mgd, respectively, as shown **Table 2.13**.

Table 2.13 Englewood Water District Finished Water Supply Capacity

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Englewood Wellfield	4.229	5.398	4.229	5.398	*4.229*	*5.398*	*4.229*	*5.398*	*4.229*	*5.398*

General Notes:
Sources shown are permitted quantities adjusted for treatment losses. These represent the net quantity of supply available to meet current and future demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.9 City of Sarasota

The City of Sarasota sources its water from two groundwater wellfields: the Verna Wellfield and the Downtown RO Wellfield. The Verna Wellfield operates under WUP No. 20004318.006, which authorizes AAD and PMD withdrawals of 6.0 mgd and 7.0 mgd, respectively. This permit, issued on October 4, 2013, is valid until October 4, 2033. The wellfield withdraws from both IAS and UFA groundwater. Water from the Verna Wellfield is aerated, chlorinated, and stored in a 1.0 MG ground storage reservoir before being sent to the City's WTP. At the WTP, about 70 percent of the water undergoes further treatment via ion exchange and is then mixed with the remaining 30 percent of untreated water.

The Downtown RO Wellfield operates under WUP No. 2010224.006, which was recently modified and became effective on November 22, 2024. These changes involved removing certain wells from the chloride cap list, updating well locations, and updating the proposed monitoring well from a UFA to Hawthorn aquifer well. The authorized AAD and PMD withdrawal quantities of 6.0 mgd and 6.5 mgd, respectively, did not change. The wellfield withdraws groundwater from the UFA, and the RO treatment process results in a 24 percent loss, leaving a production capacity of 4.560 mgd AAD and 4.940 mgd PMD of finished water. The RO-treated water is blended with the Verna wellfield output, chlorinated, and then pumped to storage. The final blended WTP can produce 10.560 mgd AAD and 11.940 mgd PMD of finished water. The distribution system includes two elevated storage tanks with a total capacity of 500,000 gallons and additional storage of 6.5 MG provided by booster pumping stations and ground storage. The City will likely construct two additional wells for the Downtown Wellfield to provide better rotational flexibility in the coming years.

Additionally, the City holds a third WUP, No. 2010225.003, for four groundwater wells at the Bobby Jones Golf Course. This permit authorizes standby withdrawals of 43,000 gpd AAD and 64,500 gpd PMD. However, these quantities do not contribute to the City's total supply capacity. Although the City is neither a Customer nor a Partner, although Sarasota County is currently connected to the City which could provide potential opportunities for future interconnections with the Authority.

The total permitted AAD and PMD quantities available to the City of Sarasota are 12.000 mgd and 13.500 mgd, respectively. Adjusting for treatment loss, finished water AAD and PMD quantities are 10.560 mgd and 11.940 mgd, respectively, as shown in **Table 2.14**.

Table 2.14 City of Sarasota Finished Water Supply Capacity

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Verna Wellfield (and Bobby Jones Wellfield on Standby)	6.000	7.000	6.000	7.000	*6.000*	*7.000*	*6.000*	*7.000*	*6.000*	*7.000*
Downtown RO Wellfield	4.560	4.940	*4.560*	*4.940*	*4.560*	*4.940*	*4.560*	*4.940*	*4.560*	*4.940*
Total	**10.560**	**11.940**	**10.560**	**11.940**	**10.560**	**11.940**	**10.560**	**11.940**	**10.560**	**11.940**

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the current net quantity of supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.10 City of Bradenton

The main source of water for the City of Bradenton is the Bill Evers Reservoir (i.e., Ward Lake), a 1.5 BG reservoir created by a low head dam on the Braden River. The reservoir is located approximately seven miles southeast of downtown Bradenton. SWFWMD currently has adopted MFLs for the upper and lower segments of the Braden River, which includes the reservoir. The City's WUP No. 20006392.006 authorizes AAD and PMD withdrawals of 6.950 mgd and 8.130 mgd, respectively, as shown in **Table 2.15**. The City's WTP is a conventional surface and groundwater facility with a rated capacity of 12 mgd. The City maintains two 2 MG ground storage tanks as well as six elevated storage tanks within the distribution system. Although the City is neither a Customer nor a Partner of the Authority, Manatee County is currently connected to the City and maintains a wholesale water supply contract with the City. Potential opportunities exist for connecting the City to the regional water supply system in the future.

Table 2.15 Authorized Withdrawal Available to the City of Bradenton

Withdrawal (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Bradenton WUP	6.950	8.130	6.950	8.130	*6.950*	*8.130*	*6.950*	*8.130*	*6.950*	*8.130*
Total	**6.950**	**8.130**	**6.950**	**8.130**	***6.950***	***8.130***	***6.950***	***8.130***	***6.950***	***8.130***

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the current net quantity of supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.11 City of Venice

The City of Venice currently operates under WUP No. 20005393.011, which authorizes AAD and PMD withdrawals of 6.864 mgd and 8.249 mgd, respectively, as listed in **Table 2.16**. The City owns and operates a brackish groundwater RO WTP. The WTP has a rated capacity of 4.48 mgd (increased to 4.66 mgd when accounting for raw water blending volume). The City stated in their Water Supply Work Plan (2022) that the RO WTP generally produces 2.50 mgd of potable water at current recovery rates. The City has plans to make improvements to the RO facility (Second Stage Membrane Addition) and anticipates higher recovery rates that would potentially yield up to 5.5 mgd (80 percent efficiency). A pilot study regarding increased recovery rates was submitted to the SWFWMD in 2018 and design of the second stage is complete. The RO WTP contains a 1.0 MG covered clearwell for finished water storage prior to distribution and a 300,000-gallon elevated storage tank. The City's distribution system also contains a 1.5 MG ground storage tank with booster pump station and an additional 300,000-gallon elevated storage tank, both of which are scheduled to be taken offline in 2025. Although the City is neither a Customer nor a Partner of the Authority, Sarasota County is currently connected to the City, which presents potential opportunities for future interconnections with the regional water supply system.

Table 2.16 Authorized Withdrawal Available to the City of Venice

Withdrawal (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Venice WUP	6.864	8.249	6.864	8.249	*6.864*	*8.249*	*6.864*	*8.249*	*6.864*	*8.249*
Total	**6.864**	**8.249**	**6.864**	**8.249**	***6.864***	***8.249***	***6.864***	***8.249***	***6.864***	***8.249***

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the current net quantity of supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.2.12 City of Arcadia

The City of Arcadia currently operates under WUP No. 20004725.010, which authorizes AAD and PMD withdrawal quantities of 1.093 mgd and 1.235 mgd, as shown in **Table 2.17**. The WUP was issued on September 1, 2023, and expires on May 24, 2033, and authorized the reclassification of an existing IAS test well to a standby production well. The City has an ion exchange WTP with a 1.5 mgd permitted treatment capacity. Though the City is neither an Authority Customer nor Partner, the City has an interconnect and a contract with DeSoto County to purchase up to 0.2 mgd from the County for distribution to the City's customers.

Table 2.17 Authorized Withdrawal Available to the City of Sarasota

Withdrawal (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Arcadia WUP	1.093	1.235	1.093	1.235	*1.093*	*1.235*	*1.093*	*1.235*	*1.093*	*1.235*
Total	**1.093**	**1.235**	**1.093**	**1.235**	***1.093***	***1.235***	***1.093***	***1.235***	***1.093***	***1.235***

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the current net quantity of supply available to meet demands. Quantities shown in italics indicate that a permit renewal will be needed to secure the existing supply in the future.

2.3 Summary of Projected Regional Water Supply Capacity

The following **Table 2.18** provides an overview of permitted water supply withdrawals, treatment efficiencies, and the resulting finished water capacities for each Member and Customer.

Table 2.18 Summary of Existing Withdrawals, Treatment Efficiencies, and Finished Water Capacities by Customer

Customer or Member	Water Treatment Plant	WUP AAD (mgd)	WUP PMD (mgd)	Treatment Efficiency (%)	Finished Water Capacity AAD (mgd)	Finished Water Capacity PMD (mgd)
Charlotte County	Burnt Store WTP	3.172	4.118	78	2.474	3.212
DeSoto County	DCI WTP	0.822	1.101	80	0.658	0.881
Manatee County	Consolidated WUPs	56.796(1)	72.334(1)	91	51.926(2)	64.631(2)
Sarasota County(3)	Carlton WTP	15.553	18.275	80	12.0	12.0
City of North Port	Myakkahatchee Creek WTP	4.400	6.000	75	3.300	4.500
	West Villages WTP	2.700	2.700	66	1.782	1.782

Notes:
(1) WUP values are aggregated from the County's Consolidated WUP No. 20013343.005 and the County's IMC-Manatee Wellfield WUP No. 20007345.006.
(2) Capacity does not include the allocations for Buffalo Creek Wellfield as this source has not yet been developed.
(3) The finished water capacity is based on the treatment capacity at Carlton as it is more limiting. The quantities related to the University Parkway Wellfield and the Venice Gardens Wellfield are excluded, as these facilities are not currently operational for production and are scheduled for decommissioning.

Table 2.19 provides a summary of the total AAD and PMD finished water capacities for the Authority's Members and Customers through 2045. The finished water quantities from the Authority's PRF make up a substantial portion of the region's finished water capacity. However, to prevent duplication, these quantities are not listed separately in the table as they are already included within the finished water capacities for Charlotte, DeSoto, and Sarasota Counties, as well as the City of North Port.

Table 2.19 Supply Capacity Available to Authority Members and Customers

Supply (mgd)	2025		2030		2035		2040		2045	
	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD	AAD	PMD
Charlotte	18.574	22.532	18.574	22.532	*21.574*	*26.132*	*21.574*	*26.132*	*21.574*	*26.132*
DeSoto	1.333	1.691	1.717	2.152	*2.333*	*2.891*	*2.333*	*2.891*	*2.333*	*2.891*
Manatee(1)	51.926	64.631	51.926	64.631	*53.383*	*67.987*	*53.383*	*67.987*	*53.383*	*67.987*
Sarasota	27.060	30.084	32.560	36.372	40.560	45.972	40.560	45.972	40.560	45.972
North Port	7.947	9.720	9.947	12.120	*9.947*	*12.102*	*9.947*	*12.120*	*9.947*	*12.120*
Total	**106.840**	**128.658**	**114.724**	**137.807**	**127.797**	**155.102**	**127.797**	**155.102**	**127.797**	**155.102**

General Notes:
Sources shown are WUP authorized quantities adjusted for treatment losses. These represent the net quantity of finished water supply available to meet demands. Quantities shown assume that existing permits will be renewed in the future.
(1) The 2025 projections provided by Manatee County indicate the Authority may be requested to supply 5.0 mgd of the County's demands starting in 2036.

As illustrated in **Table 2.19**, the Authority's Customers' AAD finished water capacity is currently 106.840 mgd with additional permitted capacity up to 127.797 mgd through 2045. The PMD finished water capacity associated with currently permitted facilities is 128.658 mgd with additional permitted capacity up to 155.102 mgd through 2045.

The permitted quantities above also include the Manatee County Buffalo Creek RO WTP, which has not been constructed yet. The finished quantities do not include quantities permitted to Sarasota County's Venice Gardens WTP. The resulting finished water capacity of Authority Customers is shown in **Figure 2.7**.

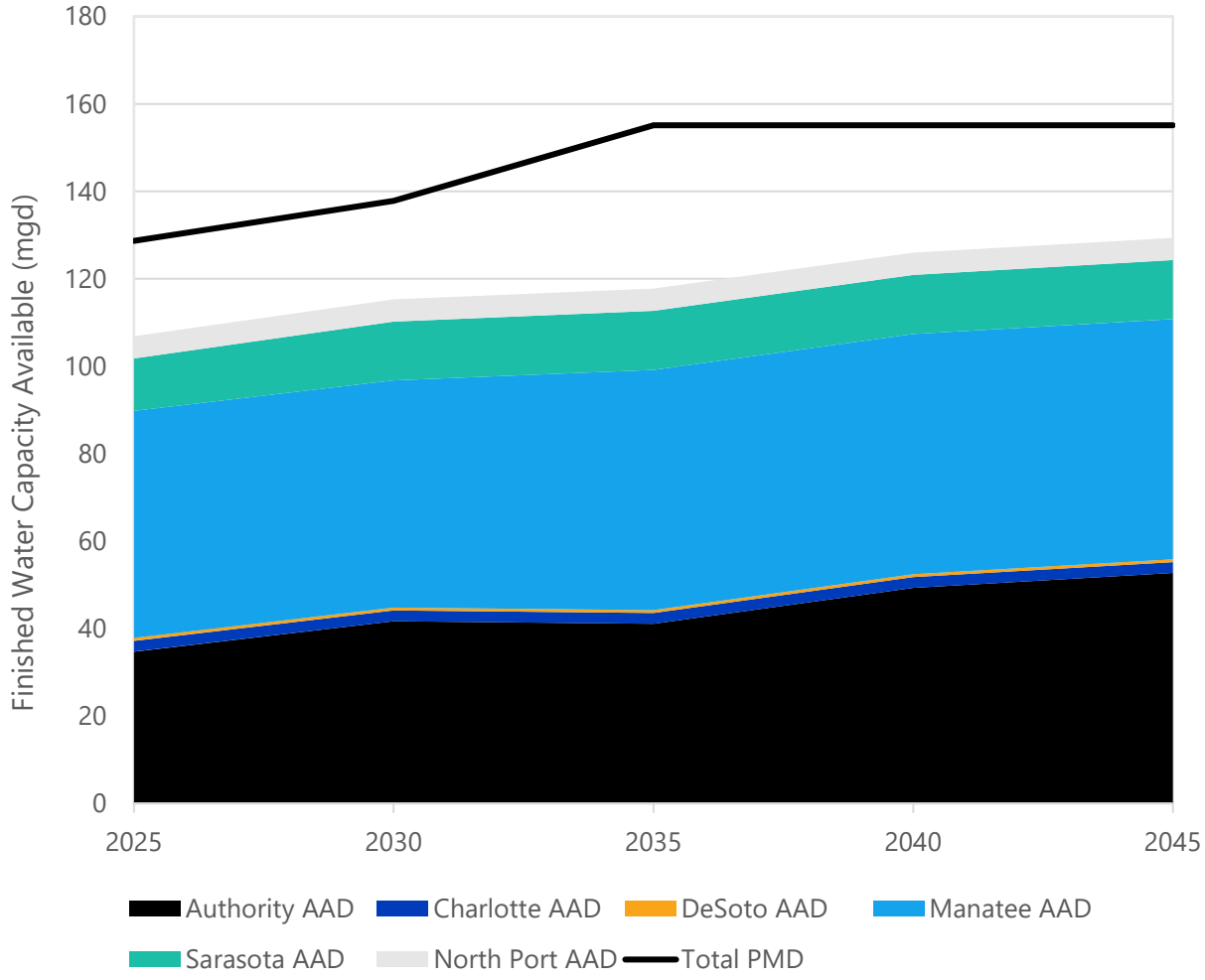


Figure 2.7 Finished Water Capacity Available to Authority Members and Customers

As illustrated in **Table 2.19**, the Authority's Customers' AAD finished water capacity is currently 106.840 mgd with additional permitted capacity up to 127.797 mgd through 2045. The PMD finished water capacity associated with currently permitted facilities is 128.658 mgd with additional permitted capacity up to 155.102 mgd through 2045.

The permitted quantities above also include the Manatee County Buffalo Creek RO WTP, which has not been constructed yet. The finished quantities do not include quantities permitted to Sarasota County's Venice Gardens WTP. The resulting finished water capacity of Authority Customers is shown in **Figure 2.7**.

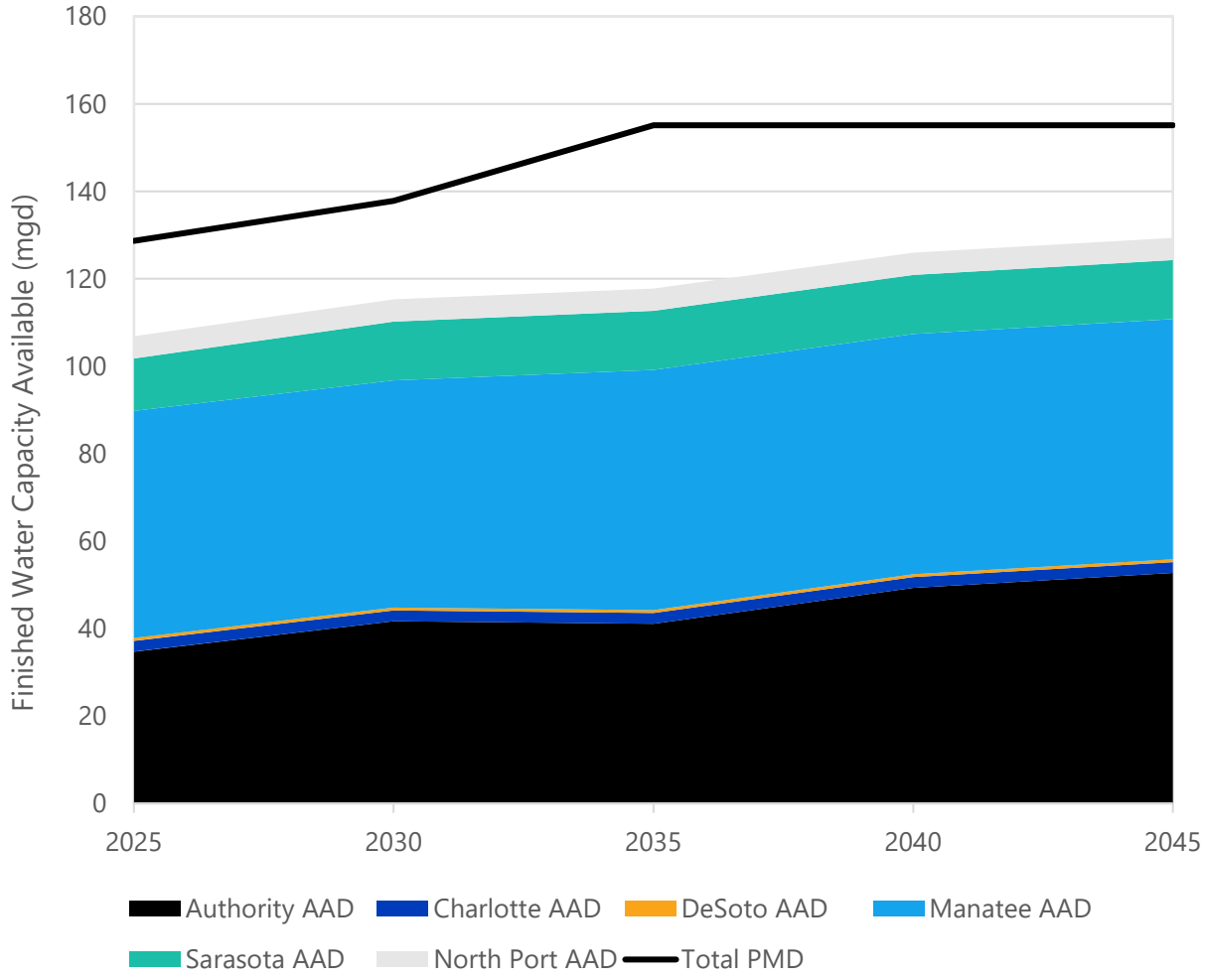


Figure 2.7 Finished Water Capacity Available to Authority Members and Customers

CHAPTER 3 REGIONAL DEMAND PROJECTIONS

Projecting water demand is crucial for long-term water supply planning, as it guides utilities in determining necessary infrastructure, securing permits, engaging stakeholders, planning capital improvements, and scheduling future projects. This chapter evaluates regional potable water demand projections over two periods: 2025 through 2045 (20 years) and 2025 through 2075 (50 years). For the purposes of this report, the term "regional water use" refers to the total water used by the Authority's Members and Customers, including water self-provided by the utility's own supply sources and water that is provided by the Authority. However, it does not include water use by other public water suppliers in the region who are not Authority Members or Customers (e.g., Cities of Punta Gorda, Sarasota, Venice, EWD, etc.)

The report utilizes seven methodologies, drawing on diverse data sources, including Member and Customer projections, actual usage data, and population forecasts from entities such as the University of Florida's Bureau of Economic and Business Research (BEBR) and the SWFWMD.

Forecasting future demand involves inherent uncertainties and a variety of demand projection techniques are employed across the region by individual utilities and the Southwest Florida Water Management District (SWFWMD), with each providing different results. Further, unpredictable events such as the Great Recession or the COVID-19 pandemic can have significant impacts upon water supply trends. Overprediction of demand can potentially lead to premature investment in expensive infrastructure resulting in undesirable economic consequences while under-prediction can lead to water shortages, building moratoriums, and the like. Therefore, it is important to consider a variety of demand-related information within IRWSPs to bracket a range of potential demand scenarios so that utilities can carefully plan for timely development of water supplies. This approach for IRWSPs, which are produced every five years, coupled with annual updates from Authority Members and Customers provide a solid planning foundation for ensuring that sufficient water supplies are always available to meet regional public water supply demands.

The degree of uncertainty in projecting demands and the benefits of considering a variety of demand projection techniques can be illustrated by comparing historic demand projections provided by Authority Members and Customers since 2006 vs actual regional water use. As **Figure 3.1** illustrates, in 2006 the aggregate total projected demand by the Authority's Members and Customers for 2024 was 164.35 mgd, while FY2024 actual regional use was only 86.81 mgd, a value 77.54 mgd (47 percent) less than predicted. Since 2006, however, the magnitude of projected demand increases by the Members and Customers has been substantially reduced and projected demands have become more consistent with actual regional use. For example, available Member and Customer projected demands that were provided to the Authority between 2013 and 2023 for the year 2024 ranged from 87.5 mgd to 91.45 mgd and averaged 88.5 mgd. This average projected demand was only about 2.04 mgd (2 percent) greater than actual FY2024 water use.

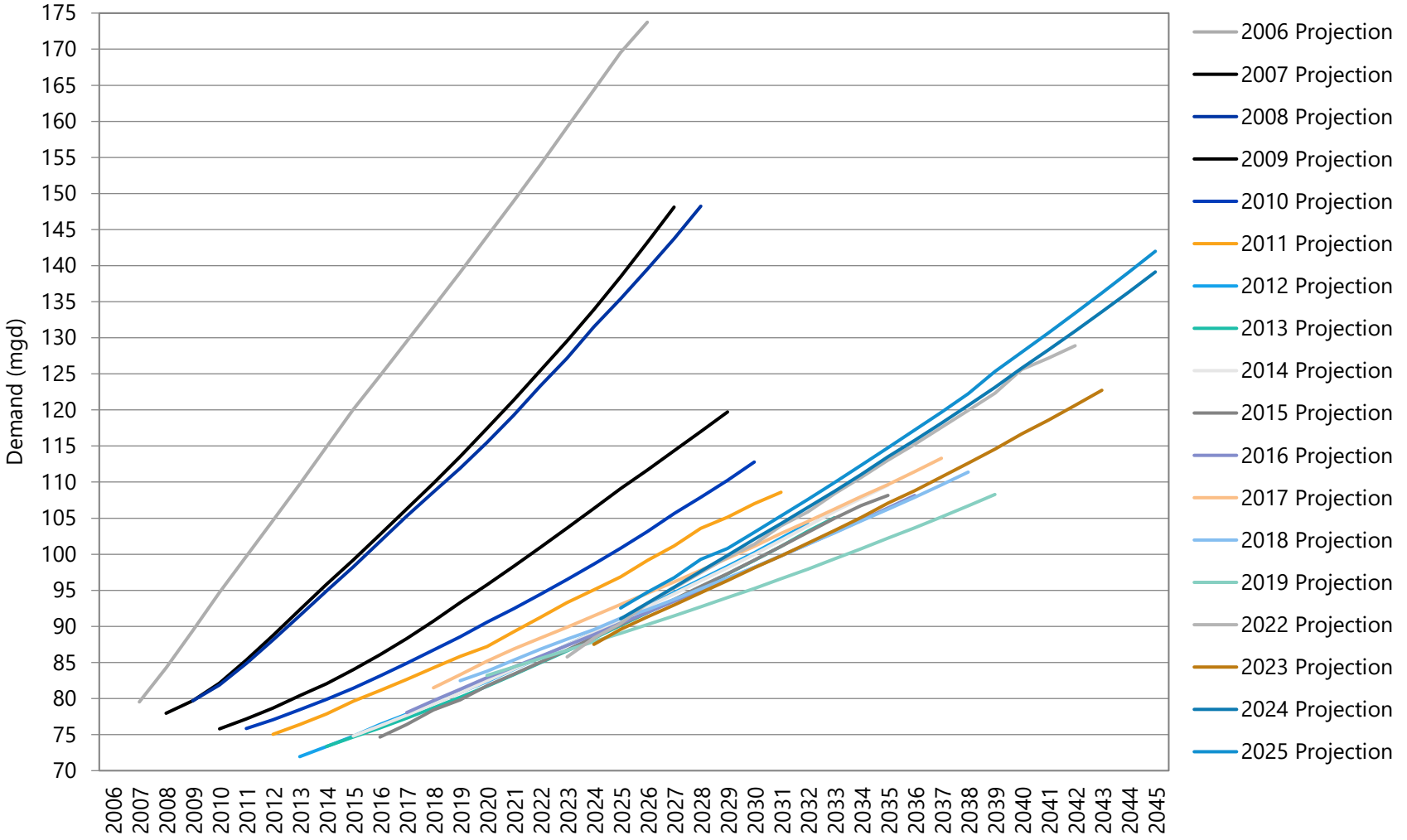


Figure 3.1 Total Regional 20-Year Demand Projection Comparison (2006 to 2025)

When comparing the previous demand projections provided by Authority Members and Customers, shown in **Figure 3.1**, it is apparent that significant adjustments to projected demand have occurred over time. The 2006 projection for 2026 was 173.74 mgd, whereas the 2025 projection for 2026 predicts only 94.74 mgd (79.00 mgd; 45.5 percent less). Furthermore, the 2025 demand projection for 2045 is 141.99 mgd which is 31.75 mgd (18.3 percent) less than the 2006 projection for 2026, despite occurring 19 years later. **Figure 3.1** shows significant variability in earlier projections but demonstrates that Customer provided projections have generally stabilized since about 2012 and have produced much more reliable results.

For this report, three Authority-specific methods were used to frame the development of demands, with "Customer 2025" projections, "Actual Regional Use", and a third methodology, "Customer 2025 Adjusted," which is a hybrid of the two prior methods. Each method employs different growth rates and baseline data, reflecting the uncertainties and variabilities inherent in long-term demand forecasting. To expand even further upon this range of outcomes, four more methods that utilize other agency analysis of growth patterns (i.e., non-customer demands) were added for a total of seven methodologies:

(1) **Member and Customer 2025 Demand Projection (Customer 2025)**: This methodology aggregates the 20-year demand projections submitted by the Authority's Members and Customers in 2025.

(2) **Demand Projection Based on Actual Regional Use (Actual Regional Use)**: This methodology uses the 2024 actual use (86.81 mgd) as a baseline and projects demands using the annualized actual use growth rate from 2004 to 2024 of 2.09 percent per year.

(3) **Member and Customer 2025 Adjusted Demand Projection (Customer 2025 Adjusted)**: This methodology adjusts the starting point for methodology one (Customer 2025) to the regional 2024 actual use methodology two starting point (86.81 mgd) while maintaining the Customer 2025 annualized growth rate of 2.23 percent per year.

(4) **BEBR Medium Population Projection (BEBR Medium)**: This methodology applies the University of Florida's BEBR "medium" population growth rate for 2025 to 2045 (1.18 percent per year) for the four-county region (Charlotte, DeSoto, Manatee, and Sarasota Counties) using the 2024 actual use (86.81 mgd) as a baseline.

(5) **BEBR High Population Projection (BEBR High)**: This methodology applies the University of Florida's BEBR "high" population growth rate for 2025 to 2045 (2.07 percent per year) for the four-county region using the 2024 actual use (86.81 mgd) as a baseline.

(6) **Demand Projection Based on Historical BEBR Estimated Population (Historical BEBR)**: This methodology applies BEBR's historic annualized population growth rate (2.04 percent per year) to the four-county region for the last 20 years using the 2024 actual use (86.81 mgd) as a baseline.

(7) **SWFWMD Population and Demand Projections from the Draft 2025 Regional Water Supply Plan (SWFWMD 2025)**: This methodology uses projections provided by the SWFWMD's Draft RWSP 2025 Projections (January 2025).

These seven methodologies yield a range of projected regional demands for 2045 that span from 95.76 mgd (SWFWMD 2025) to 145.72 mgd (Customer 2025). Notably, the lowest projected demand is 34 percent less than the highest, demonstrating a high level of uncertainty. In the last two IRWSPs (2015 and 2020) , the highest and lowest projection values were excluded from consideration and the projections from the five remaining methods were used to bracket projected demands. In both Plans, the SWFWMD's projections were the lowest, and Member and Customer projections were the highest, and thus both were removed from consideration. However, as provided in the introduction to this Chapter, Customer and Member demand forecasts have become more accurate in recent years. Importantly, since publication of the 2020 IRWSP, with exception of Customer Projections, all other projection methodologies were revealed to have underpredicted the 2020 to 2024 actual use. Therefore, it would be imprudent to disregard the Customer 2025 projections solely because they represent the highest estimates. As a result, it is now recommended to retain the highest projection (Customer 2025) while still discarding the lowest. This recommendation is based on the observation that SWFWMD's RWSP projections have historically underestimated actual use in the region and this trend appears to have continued based upon review of the SWFWMD's Draft 2025 RWSP projections.

In the final analysis, demands predicted by the methodologies were evaluated to define the "Most Probable Range of Demands" and determine a single "Most Probable Demand" for the 2025 to 2045 planning period. The "Most Probable Demand" was determined by evaluating the predicted demands and calculating the median of the range's upper and lower bounds, resulting in an estimated demand of approximately 127.80 mgd for 2045. With the "17 Percent Capacity Standard," which is discussed later in this chapter, this increases to 149.01 mgd. Consistent with the 2015 and 2020 Plans, this 2025 Plan recommends adopting the Median Projection value as the "Most Probable Demand."

Additionally, this chapter addresses:

- 20-year demand projections for non-members within the Authority's four-county region.
- 50-year demand projections (through 2075) for Authority Members, Customers, and non-members.
- The projected total finished capacity required to meet the Authority's "17 Percent Capacity Standard" for the identified "Most Probable Demand."
- Historical peaking factor analysis for the Authority.

Details of the demand projections presented in this chapter are provided in Appendix B.

3.1 20-Year Demand Projections

This section presents the most recently submitted Authority Member and Customer 20-year demand projections for the 2025 to 2045 planning period. These projections are provided annually to the Authority and reflect the latest available demand projection estimates from each entity. This section also provides projected demands for other public water suppliers (non-Members/Customers) within the Authority's four-county region.

3.1.1 Customer Demand Projections (Customer 2025)

Member and Customer 20-year demand projections were submitted to the Authority between December 2024 and February 2025, covering the period from 2025 to 2045. Individual projections from each Member and Customer were aggregated to estimate total demands for 2025 through 2045.

In accordance with Section 11 of the October 5, 2005 MWSC, "Future Water Supply Procedure," Members and Customers provide annual demand projections to the Authority. This procedure outlines the process for Customers to request future water supply from the Authority's facilities, allowing for adequate lead-time for planning and developing new water sources to meet anticipated demands. By January 15 of each contract year, Members and Customers submit a report to the Authority that includes 1) the total projected water demand for the next 20 years, 2) the portion of this 20-year demand that the Customer expects the Authority to fulfill, and 3) the basis for each projection.

This data is crucial for the Authority's planning and development of new regional water supply sources. Consequently, these reports form the foundation for predicting regional water demands.

This section details the 20-year demand projections provided by Authority Members and Customers in 2025 for the 2025 to 2045 planning period. Given that some Customers only provided projections for the 2025 to 2044 period, and this Plan aims to cover the period through 2045, the Customer 2025 projections were extrapolated to extend through 2045 where necessary. The sum of these individual projections through 2045 yields the aggregate regional demand projection, collectively referred to as the "Customer 2025" demand projections.

3.1.1.1 Charlotte County Demand Projections

Consistent with the MWSC, Charlotte County's 20-year demand projections (2025 through 2045) were provided to the Authority through correspondence dated January 16, 2025. The County's January 2025 submittal did not include projected demands for the Burnt Store service area (i.e., demand were provided solely for the areas currently served by the PRF). However, per Carollo's request, projections for Burnt Store were provided by the County in February 2025 for the purposes of this 2025 Plan. Although service to the Burnt Store area was not historically considered prior to the 2020 Plan due to its remote location, the 2020 Plan recognized the potential for the Burnt Store service area to be connected to the regional system during that report's 20-year planning horizon (2020-2040). While no firm plans to interconnect the regional system to the Burnt Store service area currently exist, as with the 2020 Plan, this 2025 Plan recognizes the potential remains for connection of the regional system to the Burnt Store service area at some point, and possibly within the 2025-2045 planning horizon.

For the foregoing reasons, the projected demands for the Authority service area and Burnt Store service area for the planning period are now combined. The County's projections show total water demand for the combined service areas increasing at an average annual rate of 1.87 percent from 2026 to 2045, with demands increasing from 14.19 mgd to 20.57 mgd (an increase of 6.38 mgd). **Table 3.1** lists the projected demand for each year through 2045.

Table 3.1 Charlotte County Demand Projections

Year	Demand Projection (mgd)(1)	Demand Growth Increase (mgd)	Demand Growth Rate (%)
2025	14.19	-	-
2026	14.54	0.35	2.47%
2027	14.90	0.36	2.48%
2028	15.26	0.36	2.42%
2029	15.61	0.35	2.29%
2030	15.98	0.37	2.37%
2031	16.29	0.31	1.94%

Year	Demand Projection (mgd)(1)	Demand Growth Increase (mgd)	Demand Growth Rate (%)
2032	16.61	0.32	1.96%
2033	16.93	0.32	1.93%
2034	17.25	0.32	1.89%
2035	17.57	0.32	1.86%
2036	17.89	0.32	1.82%
2037	18.22	0.33	1.84%
2038	18.55	0.33	1.81%
2039	18.88	0.33	1.78%
2040	19.21	0.33	1.75%
2041	19.48	0.27	1.41%
2042	19.76	0.28	1.44%
2043	20.03	0.27	1.37%
2044	20.32	0.29	1.45%
2045	20.57	0.25	1.23%
Increase (2025-2045)	6.38	-	-
	Minimum	0.25	1.23%
	Maximum	0.37	2.48%
	Average	**0.32**	**1.87%**
	Median	0.32	1.85%

Notes:
(1) Burnt Store Service Area projections included. 2025 and 2045 demands for areas served by the PRF constitute 13.29 mgd and 17.2 mgd, respectively, of the total combined demands shown. 2025 and 2045 demands for the areas served by the Burnt Store facility constitute the remaining 0.90 mgd and 3.37 mgd, respectively.

3.1.1.2 DeSoto County Demand Projections

DeSoto County's latest 20-year demand projections (2025 to 2045) were provided to the Authority on December 17, 2024. The projected demands for DeSoto County include the County's existing service area as well as future supply to several forthcoming development projects. However, the County has not yet included the potential interconnection of DCI to the regional system. It is anticipated that water supply from the Authority will be used to replace existing DCI water supply facilities within the 20-year planning period, so the DeSoto County demand projections were adjusted to include these demands. Actual historical average demand of 0.360 mgd at the DCI facility was obtained from the 2024 PRF, WUP No. 20010420.013, Annual Report (FY2023), dated May 24, 2024 and used for these projections.

The County projections indicate water demand increasing at an average annual rate of 1.74 percent during the planning period, with demands increasing from 1.145 mgd in 2025 to 1.613 mgd in 2045 (increase of 0.468 mgd). Projected demands are summarized in **Table 3.2**.

Table 3.2 DeSoto County Demand Projections

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	1.145	-	-
2026	1.176	0.031	2.71%
2027	1.258	0.082	6.97%
2028	1.330	0.072	5.72%
2029	1.378	0.048	3.61%
2030	1.419	0.041	2.98%
2031	1.440	0.021	1.48%
2032	1.462	0.022	1.53%
2033	1.473	0.011	0.75%
2034	1.484	0.011	0.75%
2035	1.495	0.011	0.74%
2036	1.506	0.011	0.74%
2037	1.518	0.012	0.80%
2038	1.529	0.011	0.72%
2039	1.541	0.012	0.78%
2040	1.553	0.012	0.78%
2041	1.565	0.012	0.77%
2042	1.577	0.012	0.77%
2043	1.589	0.012	0.76%
2044	1.601	0.012	0.76%
2045	1.613	0.012	0.75%
Increase (2025-2045)	0.468	-	-
	Minimum	0.011	0.72%
	Maximum	0.082	6.97%
	Average	**0.023**	**1.74%**
	Median	0.012	0.78%

3.1.1.3 Manatee County Demand Projections

Manatee County's latest 20-year demand projections (2025 through 2045) were provided to the Authority on January 28, 2025. The County's 2025 projections only extended to 2044. The 2045 demand projections were extrapolated by applying the annual growth rate from the previous year (2043 to 2044) of 2.30 percent to project the 2045 demands.

Manatee County supplies water to its own retail customers and currently maintains 9.0 mgd of reserve capacity for its wholesale customers including the Cities of Palmetto (2.0 mgd) and Bradenton (0.50 mgd), the Town of Longboat Key (2.50 mgd), and Sarasota County (4.0 mgd as of 2025). The demands of the Town of Longboat Key and City of Palmetto are met entirely by Manatee County, while the City of Bradenton meets most of its own demands through self-supply.

The Manatee County projections provided show the Sarasota County reserve amount decreasing from 4.0 mgd in 2025 to 0.5 mgd by 2028 and zero-supply by 2039. The demands provided herein represent the decreasing Sarasota reserve quantities and are not included in Manatee County's portion of the total regional demand projections as these demands are accounted for in Sarasota County's projections. **Table 3.3** includes all of Manatee County's wholesale supply customers, including Sarasota County. Note that in **Table 3.6** wholesale quantities to Sarasota County have been removed from Manatee County demands to avoid double-accounting.

The demands of the Town of Longboat Key and City of Palmetto are met entirely by Manatee County, while the City of Bradenton meets most of its own demands through self-supply.

Manatee County's projections indicate demands increasing at an average annual rate of 1.89 percent per year, with demand rising from 50.70 mgd in 2025 to 73.587 mgd by 2045 (increase of 22.887 mgd).

The projected demands for Manatee County are summarized in **Table 3.3**.

Table 3.3 Manatee County Demand Projections

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)(1)
2025	50.700	-	-
2026	50.860	0.160	0.32%
2027	51.780	0.920	1.81%
2028	50.720	-1.060	-2.05%
2029	51.140	0.420	0.83%
2030	52.320	1.180	2.31%
2031	53.520	1.200	2.29%
2032	54.750	1.230	2.30%
2033	56.010	1.260	2.30%
2034	57.300	1.290	2.30%
2035	58.620	1.320	2.30%
2036	59.970	1.350	2.30%
2037	61.340	1.370	2.28%
2038	62.760	1.420	2.31%
2039	64.200	1.440	2.29%

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)(1)
2040	65.680	1.480	2.31%
2041	67.190	1.510	2.30%
2042	68.730	1.540	2.29%
2043	70.310	1.580	2.30%
2044	71.930	1.620	2.30%
2045	73.587	1.657	2.30%
Increase (2025-2045)	22.887	-	-
	Minimum	-1.060	-2.05%
	Maximum	1.657	2.31%
	Average	**1.144**	**1.89%**
	Median	1.335	2.30%

Notes:
(1) The negative minimum annual growth rate for 2028 corresponds to expiration of the contract between Manatee and Sarasota Counties. Sarasota County shows no supply from Manatee in 2028, while Manatee shows 0.5 mgd continuing through 2038.

3.1.1.4 Sarasota County Demand Projections

Sarasota County's latest 20-year demand projections (2025 through 2045) were provided to the Authority on January 21, 2025. The County's projections show water demand increasing at an average annual rate of 1.76 percent during the 2025 to 2045 planning period with demands increasing from 27.25 mgd in 2025 to 38.59 mgd by 2045 (an increase of 11.34 mgd).

Projected demands for Sarasota County are summarized in **Table 3.4**.

Table 3.4 Sarasota County Demand Projections

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	27.25	-	-
2026	27.82	0.57	2.09%
2027	28.38	0.56	2.01%
2028	28.95	0.57	2.01%
2029	29.52	0.57	1.97%
2030	30.08	0.56	1.90%
2031	30.65	0.57	1.89%
2032	31.22	0.57	1.86%
2033	31.79	0.57	1.83%
2034	32.35	0.56	1.76%
2035	32.92	0.57	1.76%
2036	33.49	0.57	1.73%
2037	34.06	0.57	1.70%
2038	34.62	0.56	1.64%
2039	35.19	0.57	1.65%

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2040	35.76	0.57	1.62%
2041	36.32	0.56	1.57%
2042	36.89	0.57	1.57%
2043	37.46	0.57	1.55%
2044	38.03	0.57	1.52%
2045	38.59	0.56	1.47%
Increase (2025-2045)	11.34	-	-
	Minimum	0.56	1.47%
	Maximum	0.57	2.09%
	Average	**0.57**	**1.76%**
	Median	0.57	1.75%

3.1.1.5 City of North Port Demand Projections

The City of North Port's latest 20-year demand projections were provided to the Authority on February 25, 2025. The City's 2025 projections only extended to 2044. The 2045 demand projections were extrapolated by applying the annual growth rate from the previous year (2043 to 2044) of 4.72 percent to project the 2045 demands. The City of North Port demand projections show water demand increasing by an average annual growth rate of 4.72 percent per year, with demand projected to rise from 4.517 mgd in 2025 to 11.361 mgd in 2045 (an increase of 6.844 mgd).

The projected demands for the City of North Port are summarized in **Table 3.5**.

Table 3.5 City of North Port Demand Projections

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	4.517	-	-
2026	4.730	0.213	4.72%
2027	4.953	0.223	4.71%
2028	5.187	0.234	4.72%
2029	5.432	0.245	4.72%
2030	5.688	0.256	4.71%
2031	5.956	0.268	4.71%
2032	6.238	0.282	4.73%
2033	6.532	0.294	4.71%
2034	6.840	0.308	4.72%
2035	7.163	0.323	4.72%
2036	7.501	0.338	4.72%
2037	7.855	0.354	4.72%
2038	8.226	0.371	4.72%
2039	8.614	0.388	4.72%
2040	9.021	0.407	4.72%

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2041	9.447	0.426	4.72%
2042	9.893	0.446	4.72%
2043	10.360	0.467	4.72%
2044	10.849	0.489	4.72%
2045	11.361	0.512	4.72%
Increase (2025-2045)	6.844	-	-
	Minimum	0.213	4.71%
	Maximum	0.512	4.73%
	Average	**0.342**	**4.72%**
	Median	0.331	4.72%

3.1.1.6 Summary of Member and Customer Provided Water Demand Projections

The projected Member and Customer 2025 demands for the period of 2025 through 2045 were summed to provide a projection of total Authority Member and Customer demands through 2045. Total projected demands are listed in **Table 3.6** and illustrated in **Figure 3.2**. Note that wholesale quantities to Sarasota County have been removed from Manatee County demands to avoid double-accounting when calculating total regional demands.

The sum of these Member- and Customer-provided demand projections results in an average annual growth rate of 2.23 percent per year, with demands increasing from 93.802 mgd in 2025 to 145.721 mgd in 2045 (an increase of 51.919 mgd). It should be noted that the projected average annual water demand growth rate for the Authority's Members and Customers is nominally higher than the actual historical regional use growth rate for 2004 through 2024 (average of 2.09 percent per year).

Table 3.6 Total Authority Member and Customer Provided Water Demand Projections (2025 to 2045)

Year	Charlotte County(1)	DeSoto County(2)	Sarasota County	City of North Port	Manatee County(3)	Projected Total Demand (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	14.19	1.145	27.250	4.517	46.700	**93.802**	-	-
2026	14.54	1.176	27.820	4.730	47.860	**96.126**	2.324	2.48%
2027	14.90	1.258	28.380	4.953	48.780	**98.271**	2.145	2.23%
2028	15.26	1.330	28.950	5.187	50.220	**100.947**	2.676	2.72%
2029	15.61	1.378	29.520	5.432	50.640	**102.580**	1.633	1.62%
2030	15.98	1.419	30.080	5.688	51.820	**104.987**	2.407	2.35%
2031	16.29	1.440	30.650	5.956	53.020	**107.356**	2.369	2.26%
2032	16.61	1.462	31.220	6.238	54.250	**109.780**	2.424	2.26%
2033	16.93	1.473	31.790	6.532	55.510	**112.235**	2.455	2.24%
2034	17.25	1.484	32.350	6.840	56.800	**114.724**	2.489	2.22%
2035	17.57	1.495	32.920	7.163	58.120	**117.268**	2.544	2.22%
2036	17.89	1.506	33.490	7.501	59.470	**119.857**	2.589	2.21%
2037	18.22	1.518	34.060	7.855	60.840	**122.493**	2.636	2.20%

Year	Charlotte County[1]	DeSoto County[2]	Sarasota County	City of North Port	Manatee County[3]	Projected Total Demand (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2038	18.55	1.529	34.620	8.226	62.260	**125.185**	2.692	2.20%
2039	18.88	1.541	35.190	8.614	64.200	**128.425**	3.240	2.59%
2040	19.21	1.553	35.760	9.021	65.680	**131.224**	2.799	2.18%
2041	19.48	1.565	36.320	9.447	67.190	**134.002**	2.778	2.12%
2042	19.76	1.577	36.890	9.893	68.730	**136.850**	2.848	2.13%
2043	20.03	1.589	37.460	10.360	70.310	**139.749**	2.899	2.12%
2044	20.32	1.601	38.030	10.849	71.930	**142.730**	2.981	2.13%
2045	20.57	1.613	38.590	11.361	73.587	**145.721**	2.991	2.10%
Increase (2025-2045)	6.380	0.468	11.340	6.844	26.887	**51.919**	-	-
						Minimum	1.633	1.62%
						Maximum	3.240	2.72%
						Average	**2.596**	**2.23%**
						Median	2.613	2.21%

Notes:
(1) Charlotte County projections include Burnt Store service area demand projections.
(2) DeSoto County projections include service to DCI beginning in 2025 at 0.360 mgd. DCI potable water use is based on Peace River Facility 2024 Water Use Permit 20010420.013 Annual Report (WY2023), May 24, 2024, Table 2-6.
(3) Demands provided for Manatee County Utilities include full contractual capacity reserve for the following wholesale customers: Town of Longboat Key (2.50 mgd), City of Palmetto (2.00 mgd), and City of Bradenton (0.50 mgd), but do not include Sarasota County as those are presented in Sarasota County's projections.

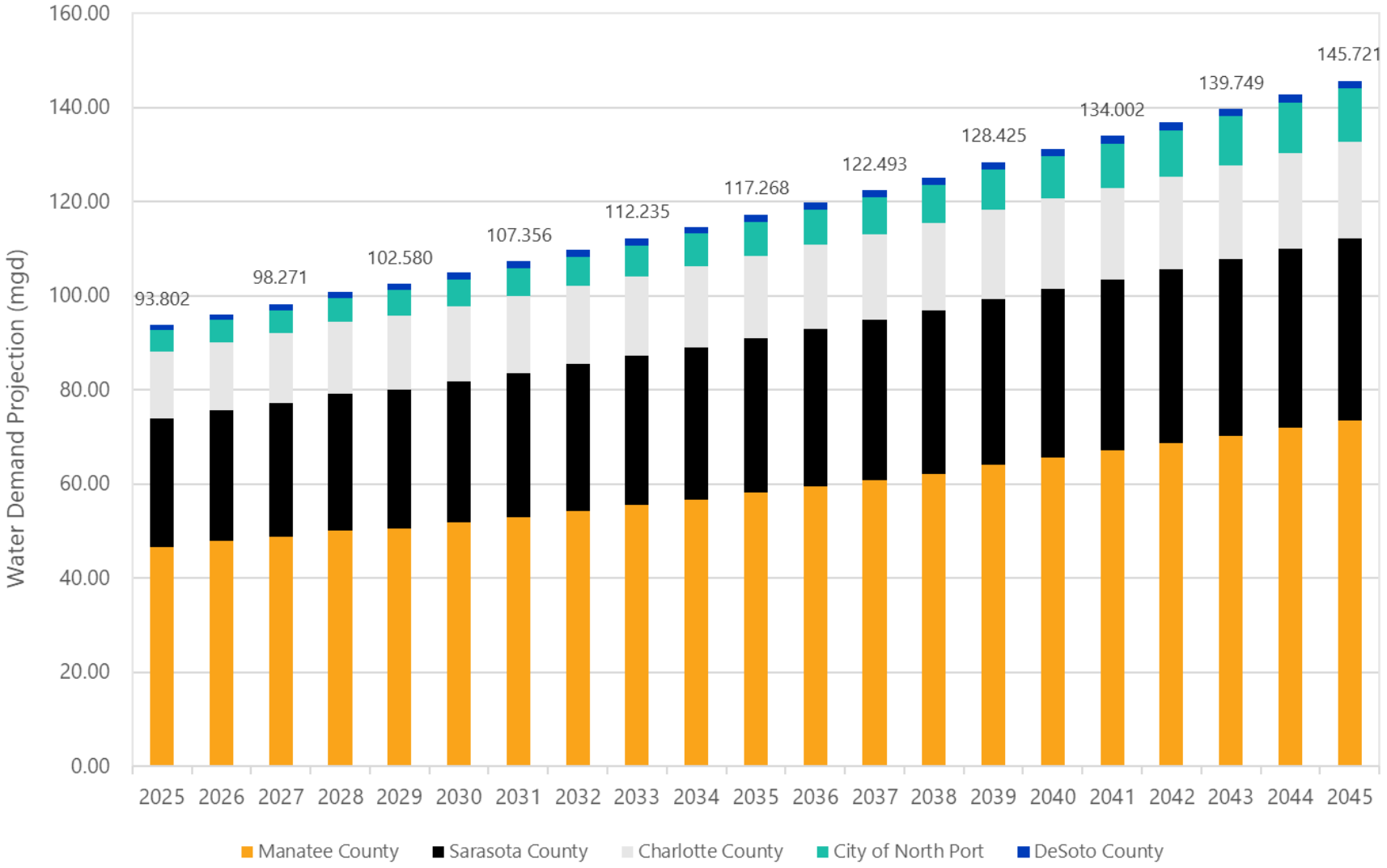


Figure 3.2 Member and Customer Provided Water Demand Projections (2025 to 2045)

3.1.2 Demand Projections Based on Actual Regional Water Use (2004 to 2024)

Using unrealistically high or low growth rates for long-term demand projections can lead to inaccurate predictions, either overestimating or underestimating future needs. Shorter-term events like droughts, recessions, and other factors can cause temporary demand fluctuations that can skew data if not recognized accordingly, so it is crucial to recognize the effects of such events when predicting demands over longer time periods in an attempt to recognize more representative trends. To do so, it is useful to consider a range of demand scenarios and to review historical actual use trends.

This section reviews factors impacting water use and analyzes historical regional water use from the past 20 years. "Regional water use" refers to the total water used by the Authority's Members and Customers, including water that was self-provided by the utility's own supply sources and water that provided by the Authority. However, it does not include water use by other public water suppliers in the region who are not Authority Members or Customers (e.g., Cities of Punta Gorda, Sarasota, Venice, EWD, etc.). Annual water use can vary significantly, so a multi-year analysis helps identify trends for long-term planning. For instance, the period known as the "Great Recession" (2007 through 2009) and the COVID-19 pandemic era (2020) caused unusual fluctuations. During the recession, growth in actual use averaged 1.5 percent annually, whereas it spiked by 7.0 percent from 2019 to 2020. To mitigate the influence of such short-term anomalies, water use data from 2004 to 2024 were examined to assist in identifying more representative long-term trends.

Between 2004 and 2024, regional demand increased from 60.24 mgd to 86.81 mgd, marking a rise of 26.57 mgd. Over this 20-year period, the average annual growth rate was 2.09 percent, equating to an increase of 1.43 mgd per year. However, the growth rate accelerated in the last 5 years (2020 through 2024), averaging 4.02 percent annually, or 3.08 mgd per year. This recent surge is reflected in the 20-year median growth rate of 2.37 percent, which averages an increase of 1.66 mgd per year. **Figure 3.3** illustrates the regional water use by Customers from 2004 through 2024.

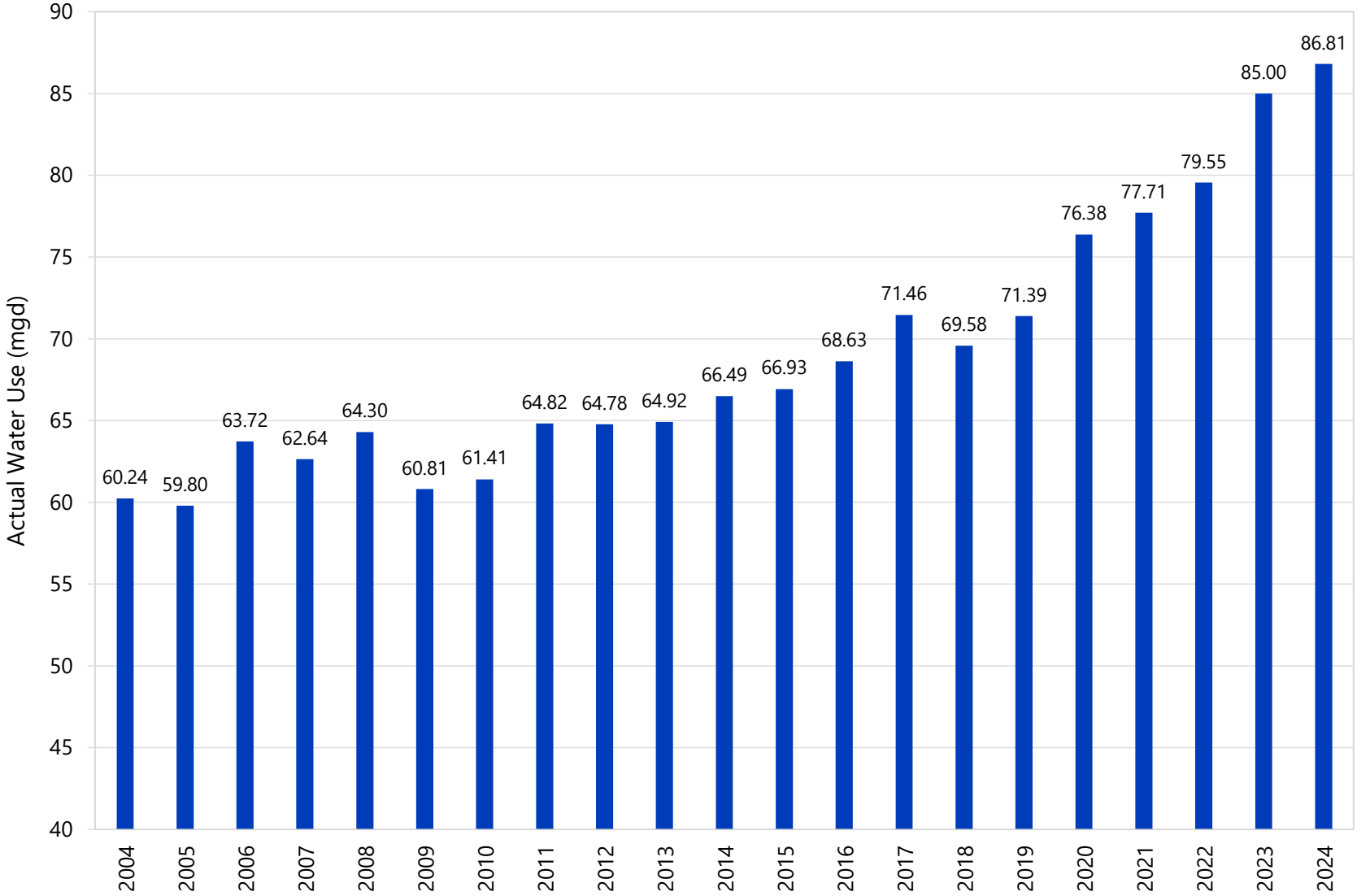


Figure 3.3 Actual Regional Water Use of Members and Customers (2004 to 2024)

3.1.2.1 Customer 2024 Adjusted Demand Projections

As noted previously, the Customer 2024 Adjusted methodology establishes the baseline for demand projections at the actual 2024 water use of 86.81 mgd. It then applies a projected average annual growth rate of 2.23 percent, based on the projections provided by the Member and Customers. This approach grounds the projections in current, real-world data while aligning with the anticipated growth rates provided by the Authority's stakeholders. The Customer 2024 Adjusted projected demands are provided in **Table 3.7**. As shown, the projected demand for this method increases from 88.74 mgd in 2025 to 137.87 mgd in 2045 (an increase of 49.13 mgd or 55.36 percent).

Table 3.7 Total Authority Member and Customer Adjusted Water Demand Projections (2025 to 2045)

2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
88.74	90.72	92.74	94.81	96.92	99.08	101.28	103.54	105.84	108.20	110.61	113.08	115.59
2038	2039	2040	2041	2042	2043	2044	2045					
118.17	120.80	123.49	126.24	129.05	131.93	134.87	137.87					

3.1.2.2 Actual Regional Use Demand Projections

This method also adjusts the starting point (baseline) for demand projections to be the 2024 actual historical use of Authority Members and Customers (86.81 mgd) and then applies the 2004 through 2024 actual historical water use annual growth rate of 2.09 percent per year to project demands.

The Actual Regional Use projected demands are provided in **Table 3.8**. As shown, projected demand for this method increases from 88.62 mgd in 2025 to 134.02 mgd in 2045 (an increase of 45.39 mgd or 51.22 percent).

Table 3.8 Total Authority Member and Customer Actual Use Demand Projections

2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
88.62	90.48	92.37	94.30	96.27	98.28	100.33	102.43	104.57	106.75	108.98	111.26	113.58
2038	2039	2040	2041	2042	2043	2044	2045					
115.96	118.38	120.85	123.38	125.96	128.59	131.28	134.02					

3.1.3 BEBR Projections and Methodology

This section includes compilation, description, and presentation of the latest available permanent countywide population projections from the University of Florida's BEBR for the Authority's Member and Customers individually and for the region. It should be noted that BEBR's population estimates regard only permanent Florida residents and does not include seasonal resident or tourist populations which can be a significant component of the total population in southwest Florida.

Historical BEBR population estimates for 1999 to 2024 were reviewed for the four counties and the City of North Port, with City of North Port populations removed from Sarasota County totals. BEBR has revised the originally published county values for 2010 through 2020. Therefore, BEBR's county population values provided herein for 2010 through 2020 reflect BEBR's revised values. Note BEBR estimates provide general population trends but do not break down by water utility areas or self-supplied wells. SWFWMD's data, which includes service area breakdowns and seasonal populations, is discussed in **Section 3.1.4**.

The historical BEBR population estimates and growth rates are provided in **Table 3.9**.

Table 3.9 BEBR Historical Population Estimates from 1999 through 2024

Year	BEBR-Estimated Population					
	Charlotte County	Manatee County	DeSoto County	Sarasota County	City of North Port	Total Region
1999	138,128	257,391	31,169	299,589	18,749	**745,026**
2000	141,627	264,002	32,209	303,164	22,797	**763,799**
2001	144,866	270,887	32,592	306,990	25,234	**780,569**
2002	148,304	278,001	32,697	311,555	27,448	**798,005**
2003	151,269	285,606	33,449	314,953	31,352	**816,629**
2004	154,709	294,056	33,870	319,567	35,721	**837,923**
2005	153,274	303,729	33,364	323,650	41,000	**855,017**
2006	156,491	312,396	33,666	322,265	47,770	**872,588**
2007	160,083	317,899	34,170	320,196	53,732	**886,080**
2008	160,412	319,970	34,459	320,074	56,316	**891,231**
2009	159,860	321,035	34,709	321,601	55,759	**892,964**
2010	159,978	322,833	34,862	322,091	57,357	**897,121**
2011	160,533	326,995	34,505	323,576	57,893	**903,502**
2012	163,119	332,146	34,057	325,359	58,674	**913,355**
2013	164,112	337,111	33,809	327,125	59,231	**921,388**
2014	165,551	343,523	33,640	328,888	60,295	**925,578**
2015	168,246	352,731	33,609	332,022	62,235	**943,342**
2016	171,578	361,470	33,643	336,484	64,472	**962,720**
2017	174,163	371,562	33,768	340,681	67,196	**984,383**
2018	178,251	380,375	33,417	345,453	70,631	**1,008,775**
2019	181,708	389,617	33,604	350,281	73,652	**1,028,862**
2020	186,847	399,710	33,976	356,445	77,561	**1,054,539**
2021	190,570	411,209	34,031	363,379	78,129	**1,077,318**
2022	196,742	421,768	34,748	370,555	81,823	**1,105,636**
2023	204,126	439,566	34,974	377,671	86,552	**1,142,889**
2024	210,645	455,356	35,487	386,628	92,399	**1,180,515**

Year	BEBR-Estimated Population					
	Charlotte County	Manatee County	DeSoto County	Sarasota County	City of North Port	Total Region
Time Interval	Annualized Growth Rate for Time Interval (%)					
Last 5 Years (2024-2019)	3.19%	3.37%	1.12%	2.08%	5.09%	2.95%
Last 10 Years (2024-2014)	2.72%	3.26%	0.55%	1.76%	5.32%	2.75%
Last 20 Years (2024-2004)	1.81%	2.74%	0.24%	1.05%	7.93%	**2.04%**
Last 25 Years (2024-1999)	2.10%	3.08%	0.55%	1.16%	15.71%	2.34%

BEBR's estimates for the total region show annualized growth rates of 2.95 percent over the last 5 years, 2.75 percent over 10 years, 2.04 percent over 20 years, and 2.34 percent over 25 years. It is important to note that the 2.04 percent growth rate for 2004 through 2024 was influenced by the Great Recession.

The Customer 2024 average annualized water use growth rate is 2.23 percent, and the Actual Historical Use growth rate is 2.09 percent per year. Both are well within the BEBR regional population growth from 1999 to 2024.

Table 3.10 shows the annualized growth rates for the BEBR-estimated population projections per County and forecast type (i.e., low, medium, and high).

Table 3.10 BEBR Population Projections 2025 through 2045 and Population Change

April 1, 2023 Population Estimate	BEBR Population Projections[1]						Change in Population (2025-2045)	Annualized Growth Rate (2025-2045)
	Forecast Type	2025	2030	2035	2040	2045		
Charlotte County								
204,126	Low	198,700	204,200	207,000	207,900	208,000	9,300	0.23%
	Medium	211,300	226,900	240,000	251,300	261,600	50,300	1.19%
	High	224,000	249,600	273,000	294,600	315,300	91,300	2.04%
Desoto County								
34,974	Low	33,400	32,500	31,600	30,700	29,700	-3,700	-0.55%
	Medium	35,200	35,500	35,800	36,000	36,100	900	0.13%
	High	36,900	38,500	40,000	41,300	42,400	5,500	0.75%
Manatee County								
439,566	Low	427,300	445,200	455,000	455,900	453,000	25,700	0.30%
	Medium	459,500	503,100	540,100	568,100	592,200	132,700	1.44%
	High	491,600	561,000	625,100	680,300	731,300	239,700	2.44%
Sarasota County								
464,223	Low	450,200	459,100	462,400	462,000	457,700	7,500	0.08%
	Medium	479,000	510,100	536,100	558,300	575,700	96,700	1.01%
	High	507,700	561,100	609,900	654,600	693,700	186,000	1.83%

April 1, 2023 Population Estimate	BEBR Population Projections[1]						Change in Population (2025-2045)	Annualized Growth Rate (2025-2045)
	Forecast Type	2025	2030	2035	2040	2045		
Charlotte, Desoto, Manatee, and Sarasota Counties								
1,142,889	Low	1,109,600	1,141,000	1,156,000	1,156,500	1,148,400	38,800	0.17%
	Medium	1,185,000	1,275,600	1,352,000	1,413,700	1,465,600	280,600	1.18%
	High	1,260,200	1,410,200	1,548,000	1,670,800	1,782,700	522,500	2.07%

Notes:
(1) Countywide populations including municipalities.

The Low projections shown in **Table 3.10**, which include negative growth rates or rates below 1.0 percent, are unrealistic as Florida's population growth has always been positive since the end of World War II. Consequently, these values were excluded from consideration when developing the "Most Probable Demands" range. **Table 3.11** summarizes the BEBR Medium and High population and growth rates per 5-year increments for the four-county region.

Table 3.11 BEBR Population and 5-Year Block Average Annual Growth Rates

Charlotte, DeSoto, Manatee and Sarasota Counties						
BEBR Type	Variable	2025	2030	2035	2040	2045
BEBR Medium	Population	1,185,000	1,275,600	1,352,000	1,413,700	1,465,600
	Annual Growth Rate[1]	1.84%	1.53%	1.20%	0.91%	0.73%
BEBR High	Population	1,260,200	1,410,200	1,548,000	1,670,800	1,782,700
	Annual Growth Rate[1]	5.13%	2.38%	1.95%	1.59%	1.34%

Notes:
(1) 2025 annual growth rate is based on BEBR April 1, 2023 population estimate and 2025 population projection (**Table 3.10**).

3.1.3.1 Summary of BEBR Projected Demands

The three BEBR methodologies used to project demands include BEBR Medium, BEBR High, and BEBR Historical.

- **BEBR Medium**: This demand projection methodology applies to the BEBR Medium annualized population growth rates for the 5-year blocks shown in **Table 3.11** to the 2024 starting baseline actual water use of 86.81 mgd. This methodology projects 2025 and 2045 demands of 88.41 mgd and 109.88 mgd, respectively.
- **BEBR High**: This demand projection methodology applies to the BEBR High annualized population growth rates for the 5-year blocks shown in **Table 3.11** to the 2024 starting baseline of 86.81 mgd. This methodology projects 2025 and 2045 demands of 91.27 mgd and 130.76 mgd, respectively.
- **BEBR Historical**: This demand projection methodology applies to the BEBR 20-year annualized historical growth rate (from 2004 to 2024) of 2.04 percent (**Table 3.9**) using the 2024 actual use of 86.81 mgd as the baseline starting point for the projections. This methodology projects 2025 and 2045 demands of 88.58 mgd and 132.78 mgd, respectively.

These demand projections are summarized in **Table 3.12**.

Table 3.12 Total Authority Member and Customer BEBR Water Demand Projections (2025 to 2045)

Projection	Population Annual Average Growth Rate (Percent)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
BEBR Medium	1.18%	88.41	95.38	101.23	105.93	109.88
BEBR High	2.07%	91.27	102.66	113.06	122.34	130.76
BEBR Historical	2.04%	88.58	98.02	108.45	120.00	132.78

3.1.4 SWFWMD Draft RWSP 2025

SWFWMD utilizes a range of data sources for projecting public supply demands, including its Estimated Water Use (EWU) reports, PSARs from permittees, the University of Florida's BEBR publications, SWFWMD's geographic information system (GIS) models, and additional stakeholder data. This approach is used by the SWFWMD to forecast population and demand at the utility service area level.

The SWFWMD Draft 2025 RWSP Population and Demand Projections (January 29, 2025) outlines the methodology for forecasting public supply needs. According to the draft, regional demand is projected to rise from 78.82 mgd in 2025 to 95.76 mgd by 2045, reflecting an increase of 16.94 mgd or an annualized growth rate of 1.07 percent over 20 years.

As presented in **Table 3.13**, the SWFWMD's 1.07 percent annualized growth rate for the 2025 to 2045 period is only 51 percent of the actual use growth rate experienced by the Authority's Members and Customers (i.e. total regional use) over the past 20 years (2.09 percent). It should be noted that some of the water users currently or projected to be served by Authority Members and Customers are unaccounted for in the SWFWMD's projected demand (e.g., Manatee's current contractual supply obligation to provide City of Bradenton with 0.500 mgd and the potential future DeSoto County supply to DCI). Additionally, SWFWMD's projected demands for some Members and Customers are less than the actual use that has occurred (e.g., Sarasota and Manatee Counties),

Table 3.13 Total Authority Member and Customer SWFMWD Water Demand Projections (2025 to 2045)

Water User	Projected Water Demands (mgd)					Projected Changes 2025-2045			
	2025	2030	2035	2040	2045	Change 2025-2045 (mgd)	Change 2025-2045 (%)	Annualized Change 2025-2045 (mgd)	Annualized Change 2025-2045 (%)
Charlotte County Utilities	12.371	13.213	13.871	14.462	15.003	2.633	21.3%	0.132	1.06%
DeSoto County Utilities(1)	0.667	0.675	0.682	0.689	0.692	0.024	3.6%	0.001	0.18%
Manatee County Utilities(2)	39.464	42.929	45.844	48.428	50.712	11.248	28.5%	0.562	1.43%
Sarasota County Utilities(3)	22.389	23.016	23.387	23.647	23.790	1.401	6.3%	0.070	0.31%
Total Customer Population and Demand per SWFWMD Draft RWSP 2025(4)	**78.82**	**84.20**	**88.54**	**92.35**	**95.76**	16.942	21.5%	0.847	**1.07%**

Notes:
(1) DeSoto County plans for service to DCI is unaccounted for. DeSoto County currently does not serve DCI. DCI has a local RO facility but may replace this source through connection to the regional system. DCI actual use in recent years has been 0.360 mgd.
(2) Manatee County Utilities is contractually obligated to provide up to 500,000 gpd to the City of Bradenton. This additional demand upon Manatee County Utilities and the associated served population was unaccounted for by SWFWMD. City of Bradenton has its own water supply, and as such is not included in Manatee County Utilities Total demands. The projected 2045 demands are less than the County's 2024 Gross Water (40.61 mgd) reported to the Authority.
(3) SWFWMD projection for Sarasota County is extremely low. Projected 2045 demands are less than the County's 2024 Gross Water Use (23.90 mgd) reported to the Authority.
(4) Total population and demands per Draft 2025 RWSP. Population and demand totals do not include Manatee County service to City of Bradenton or DeSoto County service to DCI from regional system. Demand projections appear to underpredict regional need due to these factors and those described above for Sarasota and Manatee Counties.

3.1.5 Most Probable Demand Projection

The results of the seven demand projection methodologies are presented in **Table 3.14**. The range of demands is illustrated in **Figure 3.4**. Notably, the median 20-year annual average growth rate (2.07 percent) is identical to the BEBR High Population growth rate and nearly identical to actual regional use over the last 20 years (2.09 percent).

Table 3.14 Compilation of Regional Demand Projections

Method	Methodology	20-Year Annual Average Growth Rate (%)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
1	Customer 2025 (2025-2045)	2.23%	93.80	104.99	117.27	131.22	145.72
2	Actual Regional Use (2003-2023)	2.09%	88.62	98.28	108.98	120.85	134.02
3	Customer 2025 Adjusted (2025-2045)	2.23%	88.74	99.08	110.61	123.49	137.87
4	BEBR Medium Population (2023-2045)	1.18%	88.41	95.38	101.23	105.93	109.88
5	BEBR High Population (2023-2045)	2.07%	91.27	102.66	113.06	122.34	130.76
6	BEBR Estimated Population Last 20 Years (2004-2024)	2.04%	88.58	98.02	108.45	120.00	132.78
7	SWFWMD Draft 2025 RWSP (July 17, 2023)	1.07%	78.82	84.20	88.54	92.35	95.76
	Minimum	1.07%	78.82	84.20	88.54	92.35	95.76
	Maximum	2.23%	93.80	104.99	117.27	131.22	145.72
	Average	1.84%	88.32	97.52	106.88	116.60	126.68
	Median	2.07%	88.62	98.28	108.98	120.85	132.78

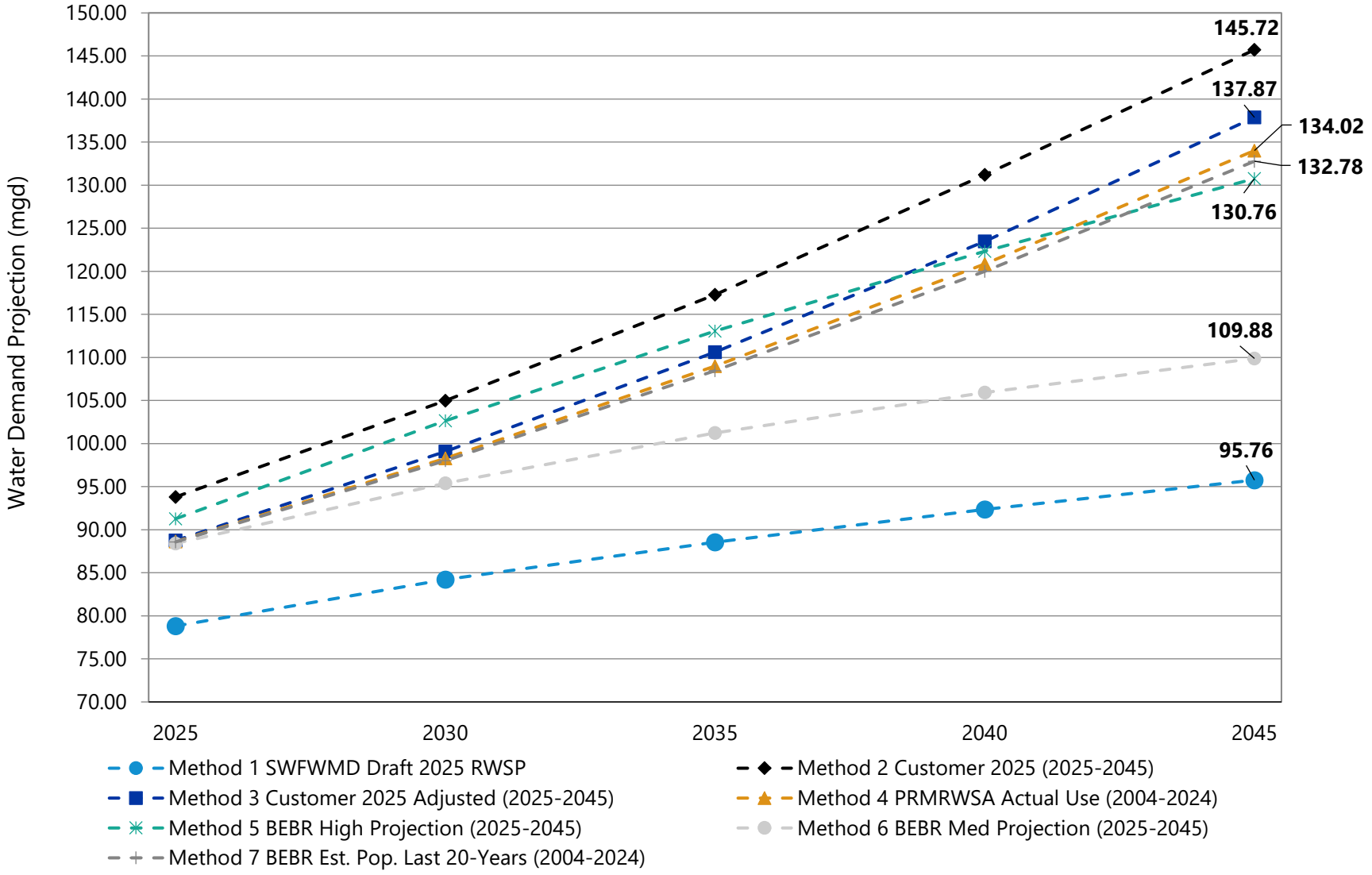


Figure 3.4 Compilation of Regional Demand Projection Methodologies

The projected 2045 demands from Methods 1 through 7 vary significantly, ranging from a low of 95.76 mgd (SWFWMD) to a high of 145.72 mgd (Customer 2025), which represents a difference of 49.96 mgd. Historically, the 2015 and 2020 Plan recommended excluding the highest and lowest projections to determine a "Most Probable Range of Demands." For the 2025 Plan, the highest and lowest projection methodologies are represented by the Customer 2025 and SWFWMD Draft 2025 methods, respectively.

However, since publication of the 2020 Plan, with exception of Customer projections, all other projection methodologies underpredicted the actual use that occurred from 2020 to 2024. Underprediction of demands is an undesirable outcome and warrants further consideration when projecting demands for the 2025 Plan. As provided in the introduction to this Chapter, while early-on Customer projections greatly overestimated demands, since that time they have been adjusted downward which has led to more accurate demand forecasts.

Given these considerations, it would be imprudent to dismiss the Customer 2025 projections solely because they represent the highest estimate. Thus, it was decided that the 2025 Plan should retain the highest projection (Customer 2025) while continuing to discard the lowest (SWFWMD Draft 2025 RWSP). Consequently, the Customer 2025 and BEBR Medium projections will represent the high and low ends of the "Most Probable Range of Demands."

Table 3.15 and **Figure 3.5** present this range, with the Median Projection derived from the high and low estimates for the 20-year planning period. The Most Probable Projections for 2045 range from 109.88 mgd (BEBR Medium) to 145.72 mgd (Customer 2025), covering a span of 35.84 mgd. These projections do not include the 17% Capacity Standard recommended in the last few IRWSPs (and recommended to be maintained in this update). The 17% Capacity Standard is further described in **Section 3.1.6** below.

Table 3.15 Most Probable Range of Projected Demands

Source	Annualized Growth Rate (%)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
High - Customer 2025	2.23%	93.80	104.99	117.27	131.22	145.72
Median Projection (Most Probable Projection)(1)	**1.71%**	**91.11**	**100.19**	**109.25**	**118.58**	**127.80**
Low - BEBR Medium	1.09%	88.41	95.38	101.23	105.93	109.88

Notes:
(1) Most probable demand projections are provided for each year of the 2025-2045 planning period in column 2 of **Table 3.16** below.

In line with past practice, the 2025 Plan recommends using the Median Projection as the "Most Probable Demand." The Median Projection of 127.80 mgd aligns closely with the 10-year historical trend, while the High Projection of 145.72 mgd better reflects the 5-year trend. Given this and other regional trends, it is projected that actual future use will fall within the Median and High Most Probable Demand projections.

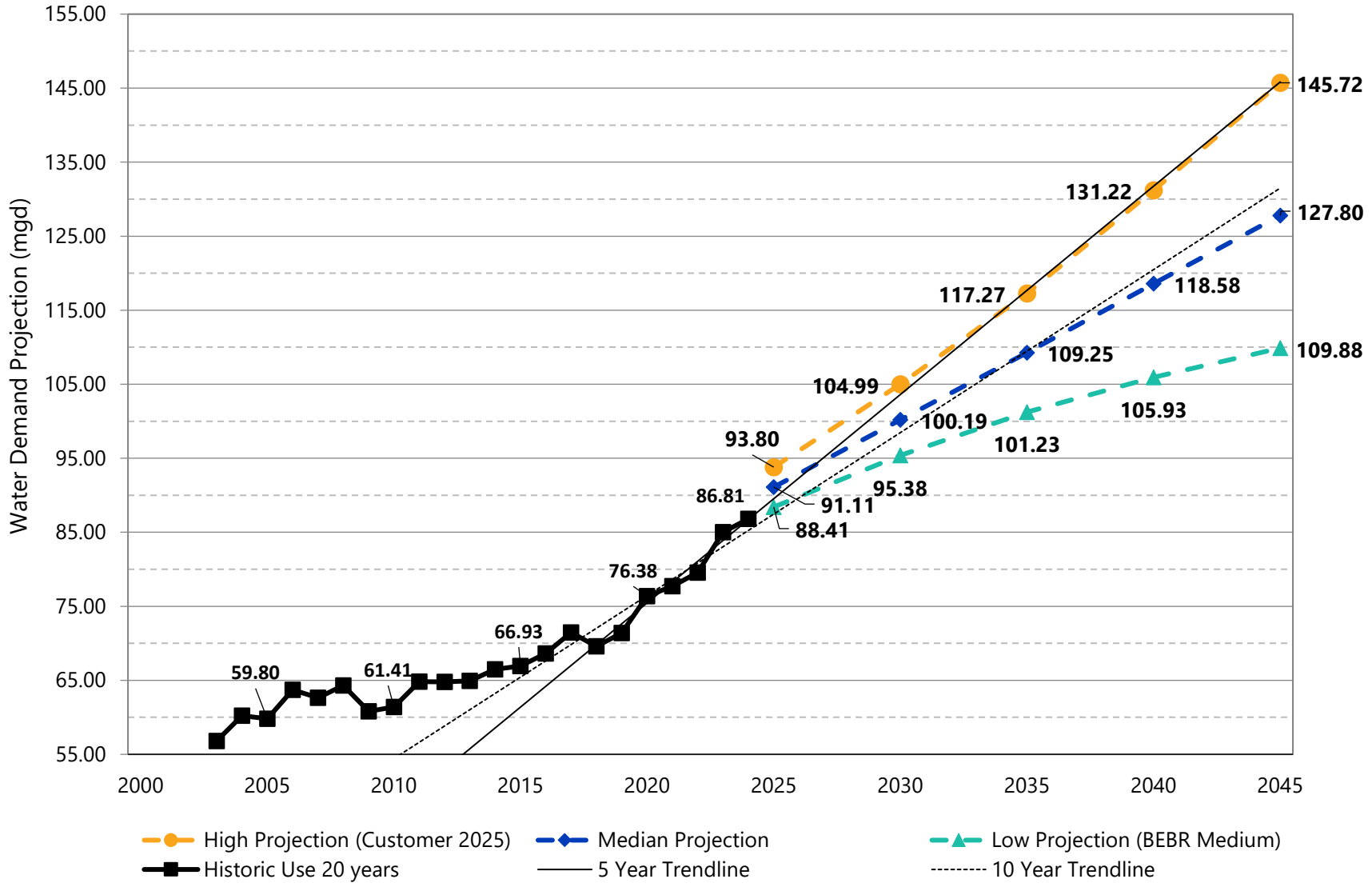


Figure 3.5 Most Probable Range of Future Regional Demands

3.1.6 Projected Total Finished Water Requirements

To effectively address projected water demands, previous IRWSPs recommended that the region ascribe to certain water supply planning Best Management Practices (BMPs), including a "6 Percent Rotational Reserve Capacity" and adherence to a "90 Percent Capacity Standard." These practices, initially introduced in the 2006 Plan and upheld in the 2020 Plan, are once again recommended in the 2025 Plan.

The 6 Percent Rotational Reserve Capacity is added to projected demands to assist in estimating "total projected demands." This reserve is crucial for managing unforeseen circumstances across the region such as severe droughts, mechanical failures, and emergency events such as hurricanes. It provides a safety net against potential emergencies, assists in meeting sudden unforeseen development surges, and the ability to meet unanticipated economic opportunities that may require immediate additional water. The ability to meet such demands might otherwise be insufficient or impossible in the absence of proactive planning.

The 90 Percent Capacity Standard calls for new water supply capacity to be constructed and operational before total projected demands (i.e., projected demands plus the 6 percent reserve) reach 90 percent of the available annual average finished water supply capacity. This standard offers a buffer to safeguard so that sufficient production capacity is always maintained across the region, recognizing that developing new water sources can potentially take as long as 7-10 years to develop.

Together, the 6 Percent Rotational Reserve and 90 Percent Capacity Standard form the "17 Percent Capacity Standard," reflecting a total finished water capacity of approximately 17 percent (or 16.597 percent) above projected demands. This comprehensive approach ensures robust capacity for future growth and unexpected events.

The 17 Percent Capacity Standard was applied to the "Most Probable Demand" (i.e., the Median Projection identified in **Table 3.15**) to identify the total finished water capacity required for the region to remain consistent with the recommended 17 percent Capacity BMP standard through 2045. The total finished water capacity required to meet the "Most Probable Demand" projection is shown in **Table 3.16**.

Table 3.16 Total Finished Capacity Required for Most Probable Demands

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	91.11	15.12	106.23
2026	92.86	15.41	108.27
2027	94.64	15.71	110.35
2028	96.45	16.01	112.46
2029	98.30	16.32	114.62
2030	100.19	16.63	116.82
2031	101.94	16.92	118.86
2032	103.72	17.21	120.94
2033	105.53	17.52	123.05
2034	107.38	17.82	125.20

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2035	109.25	18.13	127.38
2036	111.05	18.43	129.49
2037	112.89	18.74	131.62
2038	114.75	19.05	133.80
2039	116.65	19.36	136.01
2040	118.58	19.68	138.26
2041	120.37	19.98	140.35
2042	122.19	20.28	142.47
2043	124.03	20.59	144.62
2044	125.90	20.90	146.80
2045	127.80	21.21	149.01
Total Increase (2025-2045)	36.69	6.09	42.78

3.2 50-Year Demand Projections

This section presents demand projections for the 50-year period from 2025 to 2075 for Authority Members and Customers. The "Most Probable Range of Demands," detailed in **Table 3.15**, was extended using their respective growth rates. For BEBR values, exponential decay rates were applied at 5-year intervals. This approach identifies the Low, Median, and High projected demands through 2075.

3.2.1 Low Projection (BEBR Medium)

The "Low Projection" is derived from the BEBR Medium methodology. To extend demand projections through 2075, we applied an exponential decay rate from 2045 to 2075 using a best-fit approach at five-year intervals. This method helps temper long-term growth assumptions, which can become increasingly unrealistic over extended horizons. The resulting 50-year projections reflect patterns consistent with BEBR's long-range population forecasts and support more practical long-term buildout and infrastructure planning. The resulting 50-year demand projections are detailed in **Table 3.17**.

Table 3.17 Projected Demand and Finished Capacity Required through 2075 – Low Range Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	88.41	14.67	103.08
2030	95.38	15.83	111.21
2035	101.23	16.80	118.03
2040	105.93	17.58	123.51
2045	109.88	18.24	128.12
2050	114.92	19.07	133.99
2055	119.25	19.79	139.05
2060	122.95	20.41	143.36
2065	126.09	20.93	147.01

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2070	128.73	21.37	150.10
2075	130.96	21.74	152.69
Total Increase (2025-2075)	42.55	7.06	49.61

3.2.2 Median Projection – Most Probable Demand

The "Median Projection" is calculated using the "High" and "Low" projections. This methodology projects 2025 and 2075 demands of 91.11 and 168.01 mgd, respectively (an increase of 76.90 mgd). These 50-year demand projections are the "Most Probable Demand" and are provided in **Table 3.18**.

Table 3.18 Projected Demand and Finished Capacity Required through 2075 – Median Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	91.11	15.12	106.23
2030	100.19	16.63	116.82
2035	109.25	18.13	127.38
2040	118.58	19.68	138.26
2045	127.80	21.21	149.01
2050	137.05	22.75	159.79
2055	145.18	24.10	169.28
2060	152.26	25.27	177.53
2065	158.36	26.28	184.64
2070	163.58	27.15	190.73
2075	168.01	27.88	195.89
Total Increase (2025-2075)	76.90	12.76	89.66

The Authority's Third Amended MWSC contractual supply and the Authority's existing Customer self-supply were projected to 2075 with the "Most Probable Demand" and its respective total finished capacity. The results are illustrated in **Figure 3.6**. Water demands through 2035 are expected to be reliably met throughout this period. By 2035, new capacity will be required and by 2045, an additional finished water capacity of approximately 22 mgd is needed to meet finished water capacity standards. Looking ahead to 2075, a total increase of approximately 69 mgd would be needed to meet the growing demand. Chapter 5 will discuss potential water supply sources and projects in the region to provide additional demand.

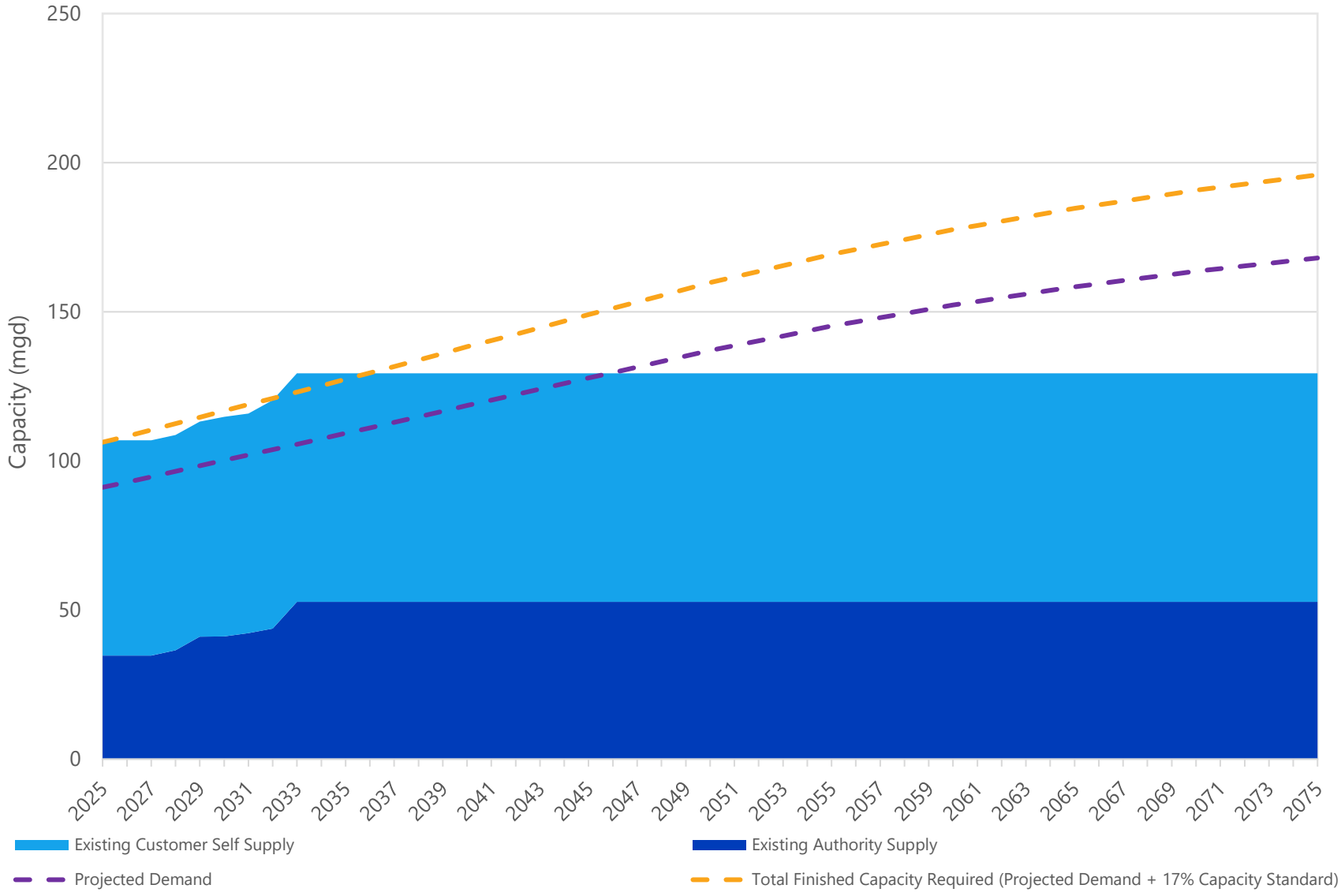


Figure 3.6 Projected Demand and Finished Capacity Required through 2075 Compared to Existing Supply – Median Projection

3.2.3 High Projection (Customer 2025)

The "High Projection" is the Customer 2024 methodology. The demand projections are extended through 2075 by applying an annualized growth rate of 2.23 percent. These 50-year demand projections are provided in **Table 3.19** and shown in **Figure 3.7**. It is anticipated that future demand will occur between the Median and High projections. As the historical Customer provided projections have proven to be closer to actual water usage, the High projections are shown for consideration.

Table 3.19 Projected Demand and Finished Capacity Required through 2075 – High Range Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	93.80	15.57	109.37
2030	104.99	17.42	122.41
2035	117.27	19.46	136.73
2040	131.22	21.78	153.00
2045	145.72	24.18	169.90
2050	159.02	26.39	185.41
2055	170.42	28.29	198.71
2060	180.04	29.88	209.92
2065	188.04	31.21	219.25
2070	194.63	32.30	226.93
2075	200.01	33.20	233.20
Total Increase (2025-2075)	106.21	17.63	123.83

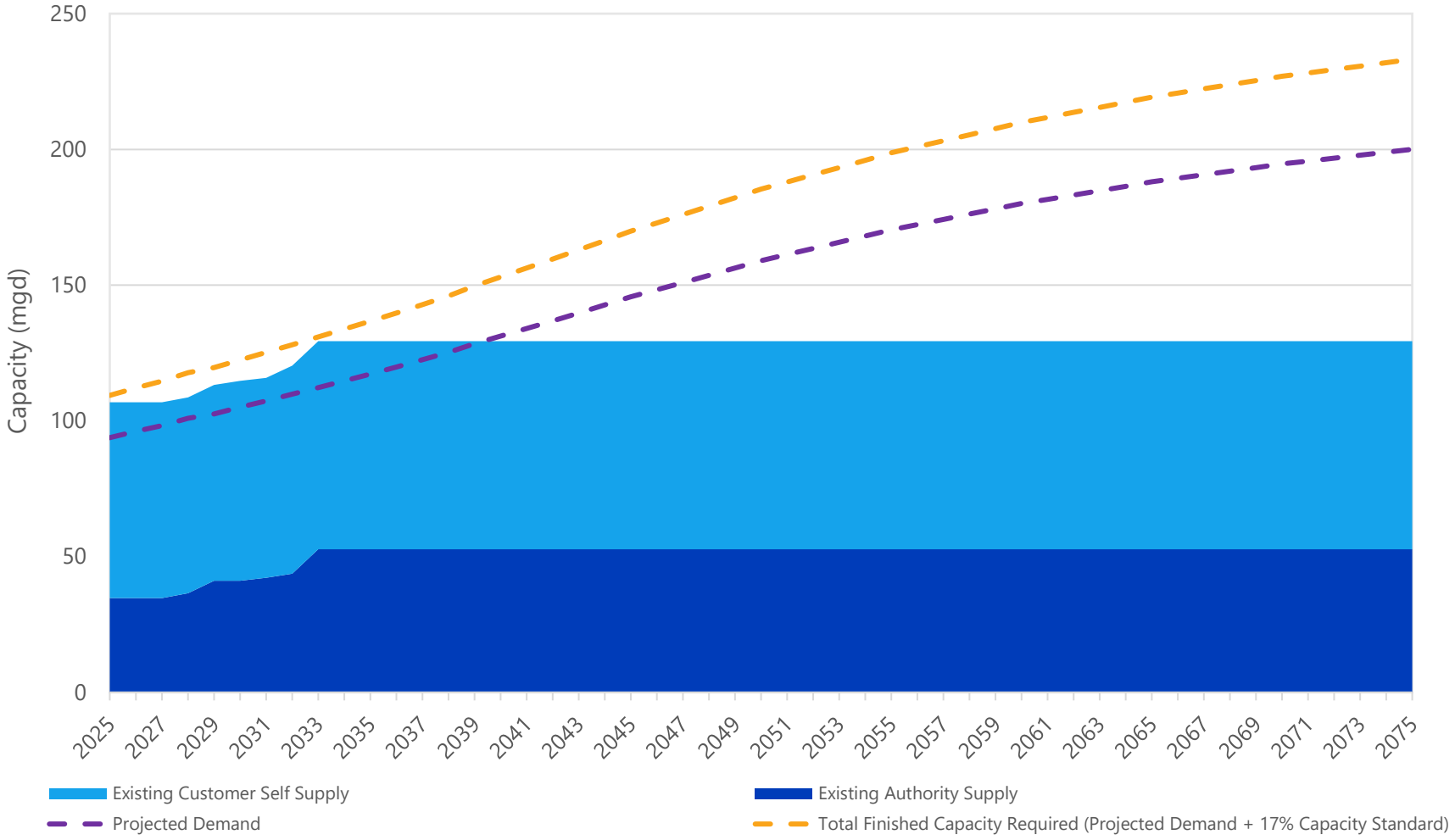


Figure 3.7 Projected Demand and Finished Capacity Required through 2075 Compared to Existing Supply – High Projection

3.3 Historical Peaking Factor Analysis

The Authority's MWSC allocates water quantities from the PRF to its customers as outlined in Chapter 2. The Third Amendment to the MWSC specifies allocations for AAD, PMD, and maximum day (MD) quantities for each Customer. Evaluating these contractual limits and peaking factors against observed demand patterns is essential in determining whether the Customers limits are appropriate. These values serve as the foundation for the Authority's regulatory permits, treatment processes, storage, pumping, transmission designs and overall future planning for the region.

For historical context, the Authority completed the Regional Expansion Program in 2009, which significantly increased capacity:

- Permitted river intake capacity rose from 90 mgd to 120 mgd.
- Water treatment capacity from 24 mgd to 48 mgd.
- Raw water storage from 0.6 BG to 6.5 BG.

In 2015, the Authority completed the "1991 Rebuild Project", which further enhanced capacity to 51 mgd. **Table 3.20** summarizes the historical and current total AADF, PM, and MD quantity allocations outlined in the Third Amended MWSC, along with the corresponding PM peaking factor (PM/AADF) and MD peaking factor (MD/AADF). The Third Amended MWSC occurred in December 2024, with changes to allocations set to take effect starting in FY2028.

Table 3.20 Historical and Current Contractual Water Allocations

Fiscal Year	Total Annual Average Daily Flow (mgd)	Total Peak Month (mgd)	Total Maximum Day (mgd)	Maximum Month Peaking Factor	Maximum Day Peaking Factor
2008	18.000	23.316	27.311	1.30	1.52
2009(1)	23.001	27.954	33.594	1.22	1.46
2010	28.000	33.183	39.874	1.19	1.42
2011	32.700	38.096	45.780	1.17	1.40
2012	32.700	38.096	45.780	1.17	1.40
2013	32.700	38.096	45.780	1.17	1.40
2014	32.700	38.096	45.780	1.17	1.40
2015	32.700	38.096	45.780	1.17	1.40
2016(2) **– 2027**(3)	34.700	41.652	48.580	1.20	1.40

Notes:
(1) Begin increased allocation from Regional Expansion Program.
(2) Increased allocation from "1991 Rebuild Project," which increased water treatment capacity from 48 mgd to 51 mgd.
(3) MWSC was amended on December 4, 2024.

Table 3.21 provides the current Authority allocations per customer.

Table 3.21 Current Customer Contractual Water Allocations

Customer	Annual Average Daily Flow (mgd)	Peak Monthly Average Day (mgd)(1)	Maximum Day (mgd)(2)
Charlotte County	16.100	19.320	22.540
DeSoto County	0.675	0.810	0.945
Sarasota County	15.060	18.084	21.084
City of North Port	2.865	3.438	4.011
Total	**34.700**	**41.652**	**48.580**

Notes:
(1) The peak month peaking factor is 1.20.
(2) The maximum day peaking factor is 1.40.

The annual average demands were calculated using the Authority's daily data spanning from January 2015 to December 2024. This analysis is to compare actual demands in relation to the contractual water delivered from the PRF into the regional distribution system, with the intent to observe how regional treatment facility outages and other events have impacted the historical demands.

As seen in **Figure 3.8**, the annual average usage never exceeded the allocated amount of 34.7 mgd.

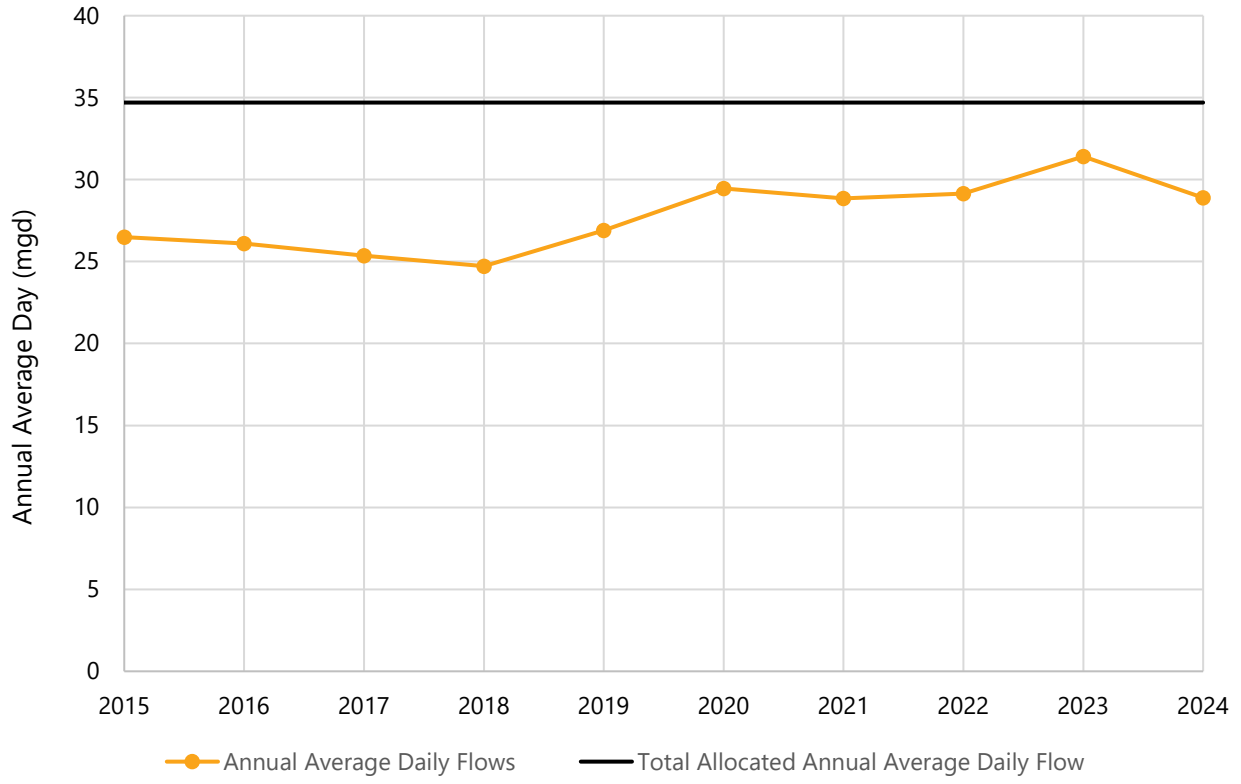


Figure 3.8 Historical Authority Production and Allocated Annual Average Flow

The peak month and maximum day peaking factors for 2014 through 2024 were calculated to determine if overall customer usage has been consistent with the MWSC peaking factors of 1.2 and 1.4, respectively. **Figure 3.9** presents the peak month and maximum day peaking factors based on the actual Authority water production data.

Based on the actual customer usage as a whole, the contractual peaking factors were exceeded once in the time period in 2022 by 0.02 and 0.01 for maximum day and peak month, respectively. The reason for this exceedance is likely due to Hurricane Ian in late September 2022. While there was one exceedance of the contractual peaking factors, the remaining years fell within the current contractual values indicating that the 1.2 and 1.4 peaking factors are still reasonable for Authority production overall.

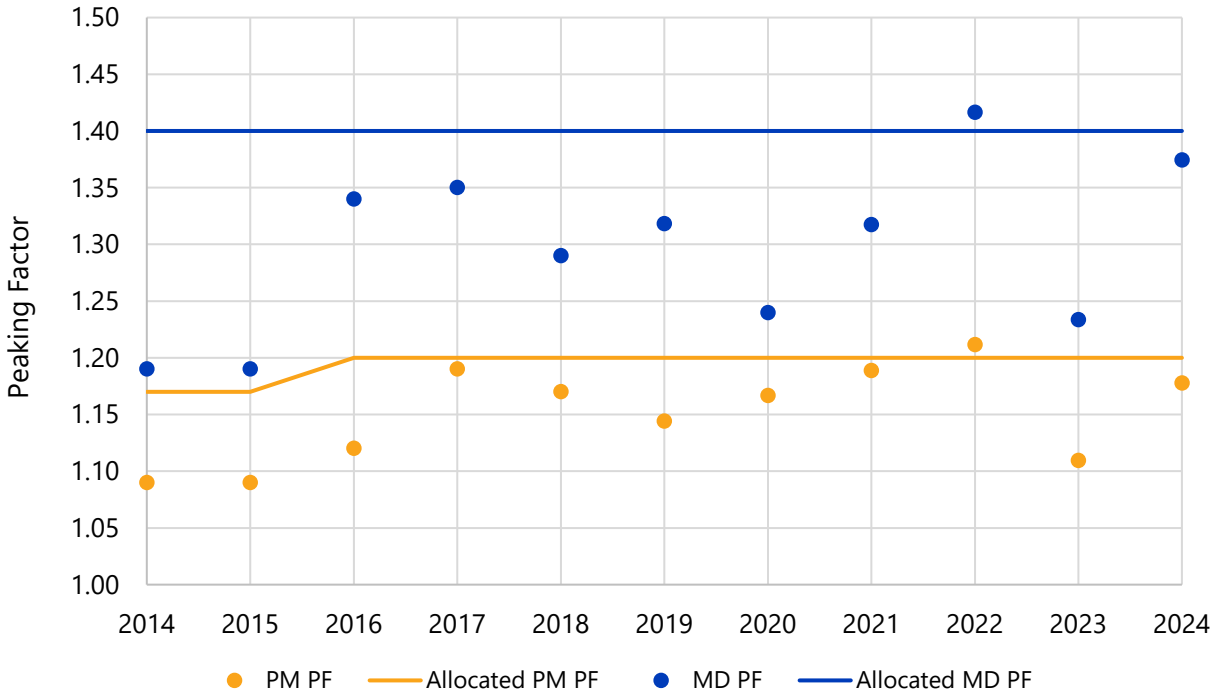


Figure 3.9 Historical Actual and Contractual Peaking Factors

CHAPTER 4 DEMAND MANAGEMENT AND WATER CONSERVATION

Water conservation is a key component of an effective water supply planning process, and it is often one of the most cost-effective, environmentally compatible, and readily available alternatives to help manage the water supply needs of a growing population. The Authority Members and Customers have long excelled at conservation efforts. Those efforts and opportunities for additional conservation progress are presented in this section. For this report, water conservation includes supply and demand management as well as water use efficiency.

The effectiveness of water conservation efforts is illustrated by the unadjusted gross and residential per capita water use for Authority Members and Customers from 2009 through 2023 described in **Section 4.1**. An inventory of existing water conservation programs for the Authority Members and Customers is provided in **Section 4.2**.

Per capita water use rates are far below the SWFWMD's WUP regulatory per capita water use rate requirement of no greater than 150 gpd. This is partly due to passive water conservation associated with changes in the Florida Building Code which included more efficient indoor plumbing fixtures in new construction and replacement of older fixtures. In addition, the use of new, readily available, and cost-competitive technologies such as United States Environmental Protection Agency (USEPA's) WaterSense certified projects could continue to contribute to passive water conservation reductions in per capita rates. Tiered water rate structures used by the Authority's Members and Customers also encourage customers to conserve water. Other opportunities for increased and quantifiable water conservation include supply-side management measures such as reducing water losses and engagement of the Industrial-Commercial-Institutional (ICI) sector on water conservation initiatives.

4.1 Per Capita Use

The following sections outline the region's unadjusted gross and residential per capita water use from 2009 through 2023.

4.1.1 Unadjusted Gross Per Capita Water Use

Unadjusted gross per capita water use for Authority Members and Customers were evaluated for 2009 through 2023 based upon data reported by the utilities and compiled by SWFWMD in their annual estimated water use reports. **Table 4.1** and **Figure 4.1** present the populations served as reported by the Authority's Members and Customers between 2009 and 2023 from SWFWMD's annual estimated water use reports, specifically Table A-1, Part 1, Public Supply Annual Report (PSAR) Water Use Data.

Table 4.1 Population Served by Authority Members and Customers

Year	DeSoto County (est.)	Charlotte County	Manatee County	Sarasota County	City of North Port	Total Population Served
2009	5,354	128,682	299,834	210,775	39,691	684,336
2010	6,317	126,392	301,097	206,853	41,867	682,526
2011	7,268	126,145	307,306	209,043	41,999	691,761
2012	6,666	129,950	313,109	213,039	44,579	707,343
2013	7,688	130,585	318,256	221,778	45,759	724,066
2014	8,709	131,480	325,356	228,977	46,483	741,005
2015	5,381	133,173	333,354	231,609	47,889	751,406
2016	5,186	135,755	341,928	226,601	49,450	758,920
2017	5,262	137,222	349,523	230,055	51,056	773,118
2018	5,335	139,202	358,722	234,659	54,453	792,371
2019	5,392	141,598	368,670	241,131	56,756	813,547
2020	5,951	144,741	378,390	244,663	56,769	830,514
2021	6,188	148,556	388,253	257,733	58,702	859,432
2022	6,234	153,405	408,138	267,171	59,976	894,924
2023	7,016	158,989	435,548	272,267	62,777	936,597
Population Served Growth Rate (%)						
Annualized Growth Rate (2009-2023)	2.22%	1.68%	3.23%	2.08%	4.15%	2.63%
Total Growth Rate last 10-Years (2014-2023	-19.44%	20.92%	33.87%	18.91%	35.05%	26.40%
Total Growth Rate Last 15-Years (2009-2023)	31.04%	23.55%	45.26%	29.17%	58.16%	36.86%

Notes:
Population values were acquired from Table A-1, Part 1 of SWFWMD's annual estimated water use reports for 2009 to 2023. DeSoto County population values for 2009 through 2013 were calculated based on the total annual water use provided by the Authority, as presented in Table 4.2, divided by the average annual regional per capita use provided in **Table 4.3**.

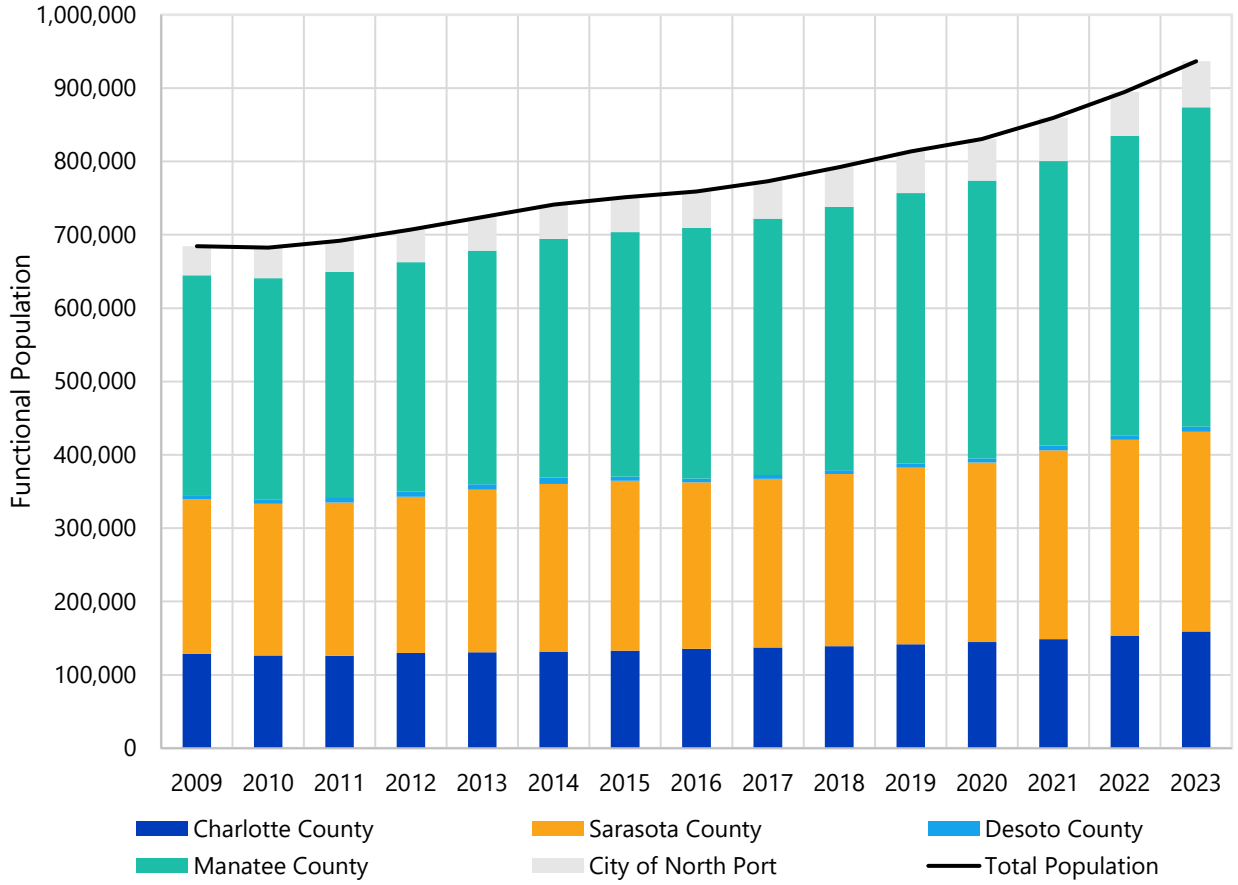


Figure 4.1 Total Population Served by Authority Members and Customers

As indicated in **Table 4.1** and **Figure 4.1,** from 2009 through 2023 the population served by the Authority Members and Customers increased from 684,336 persons to 936,597 persons (36.86 percent increase) at an annual average rate of 2.63 percent. In the latter 10 years (2014 to 2023) the population served by the Authority Members and Customers increased from 741,005 persons to 936,597 persons (26.40 percent increase).

Table 4.2 Total Water Use by Members and Customers (mgd)

Year	DeSoto County	Charlotte County	Manatee County(1)	Sarasota County(2)	City of North Port	Total
2009	0.45	9.80	31.78	16.14	2.64	60.81
2010	0.97	9.81	32.44	15.78	2.41	61.41
2011	1.08	10.54	32.67	17.96	2.56	64.82
2012	1.00	10.42	32.37	18.43	2.55	64.78
2013	1.08	10.40	32.42	18.15	2.88	64.92
2014	1.27	10.85	33.08	18.19	3.11	66.49
2015	1.06	10.68	33.38	19.02	2.79	66.93
2016	0.97	10.83	34.51	19.20	3.12	68.63
2017	1.23	11.63	35.77	19.60	3.23	71.46
2018	0.91	10.90	34.97	19.66	3.14	69.58
2019	0.91	10.70	36.39	19.98	3.41	71.39
2020	0.86	11.54	40.15	20.70	3.13	76.38
2021	0.99	11.86	40.35	21.09	3.41	77.71
2022	1.03	12.32	40.46	21.88	3.85	79.55
2023	1.10	12.98	43.44	24.01	3.46	85.00
Unadjusted Gross Water Use Growth Rate (%)						
Annualized Growth Rate (2009-2023)	10.32%	2.32%	2.62%	3.48%	2.22%	2.84%
Total Growth Rate last 10-Years (2014-2023)	-13.39%	19.63%	31.32%	32.00%	11.25%	27.84%
Total Growth Rate Last 15-Years (2009-2023)	144.44%	32.45%	36.69%	48.76%	31.06%	39.78%

Notes:
Water use values were sourced directly from PRMRWSA's Water Use Summary data from its Members and Customers.
Water use shown for each customer includes imports.
(1) Manatee County water use excludes exports to Sarasota County to avoid double-counting.
(2) Sarasota County water use excludes exports to the City of North Port to avoid double-counting.

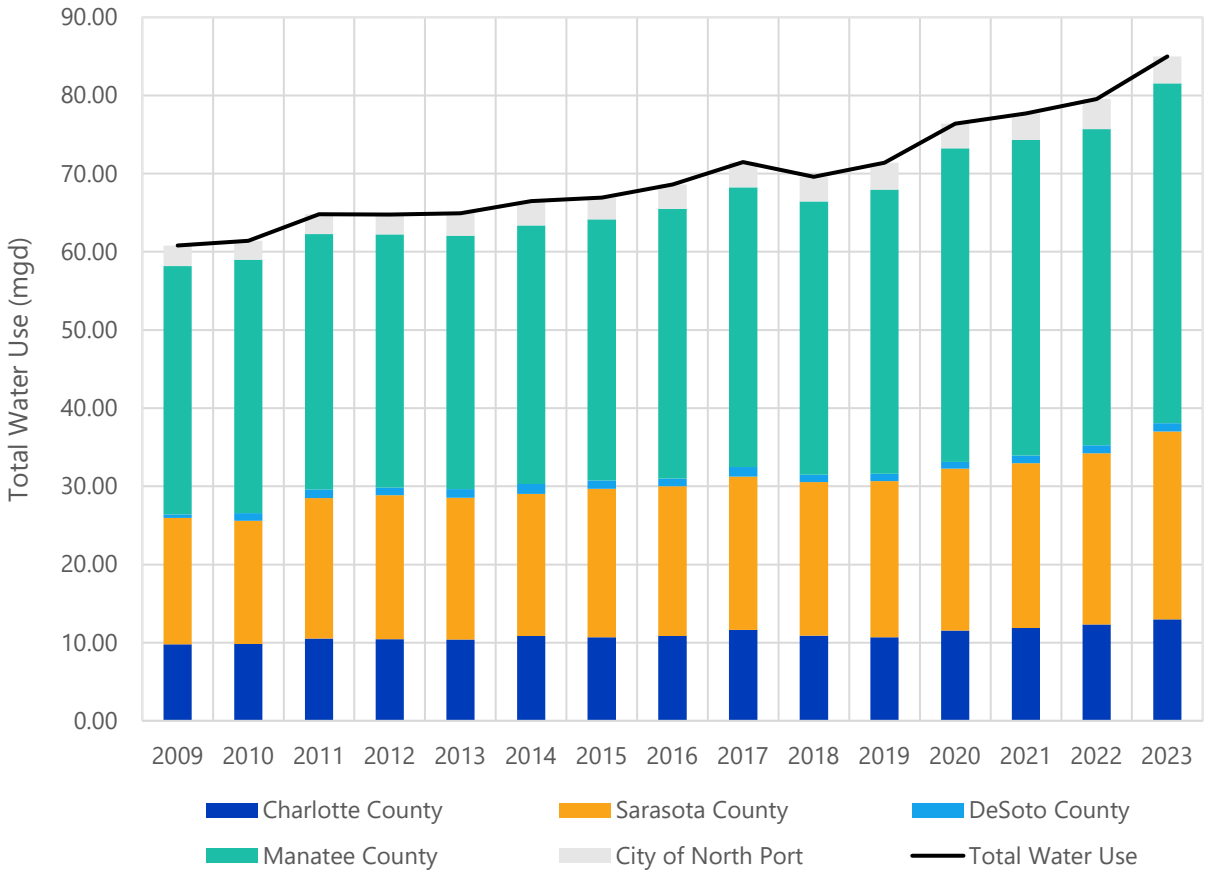


Figure 4.2 Total Water Use by Members and Customers (gpd)

Table 4.2 and **Figure 4.2** present the total water use in millions of gallons per day (mgd) as reported to the Peace River Manasota Regional Water Supply Authority (PRMRWSA) by the Authority's Members and Customers between 2009 and 2023.

As indicated in **Table 4.2** and **Figure 4.2,** the total water use for the Authority Members and Customers increased significantly after the COVID pandemic of 2020. As a result, the Authority Members and Customers total water use increased from 60.81 to 85.00 mgd (39.78% increase) at an annual average rate of 2.84 percent from 2009 to 2023. From 2014 to 2023, total water use by the Authority Members and Customers increased from 66.49 to 85.00 mgd (27.84% increase).

Table 4.3 Unadjusted Gross Per Capita Water Use by Members and Customers (gpcd)

Year	DeSoto County	Charlotte County	Manatee County	Sarasota County	City of North Port	Average per Capita
2009	84	73	98	75	64	84
2010	85	75	100	77	57	85
2011	84	75	94	79	59	84
2012	83	76	91	80	59	83
2013	78	79	92	75	68	83
2014	74	80	91	76	62	82
2015	94	78	89	79	61	83
2016	126	78	92	81	60	84
2017	148	80	91	81	64	85
2018	82	74	87	81	57	81
2019	74	73	89	80	59	82
2020	80	73	95	81	58	84
2021	79	79	95	80	59	85
2022	75	77	91	80	69	84
2023	56	81	92	86	54	85
Unadjusted Gross Per Capita Per Day Growth Rate (%)						
Annualized Change in GPCD Rate (2009-2023)	-2.38%	0.78%	-0.44%	1.05%	-1.12%	0.09%
Total Change in GPCD Rate last 10 Years (2014-2023)	-24.32%	1.25%	1.10%	13.16%	-12.90%	3.66%
Total Change in GPCD Rate Last 15 Years (2009-2023)	-33.33%	10.96%	-6.12%	14.67%	-15.63%	1.19%

Notes:
Unadjusted Gross Per Capita Use Rates were acquired from Table A-1, Part 1 of SWFWMD's annual estimated water use reports for 2009 to 2023.

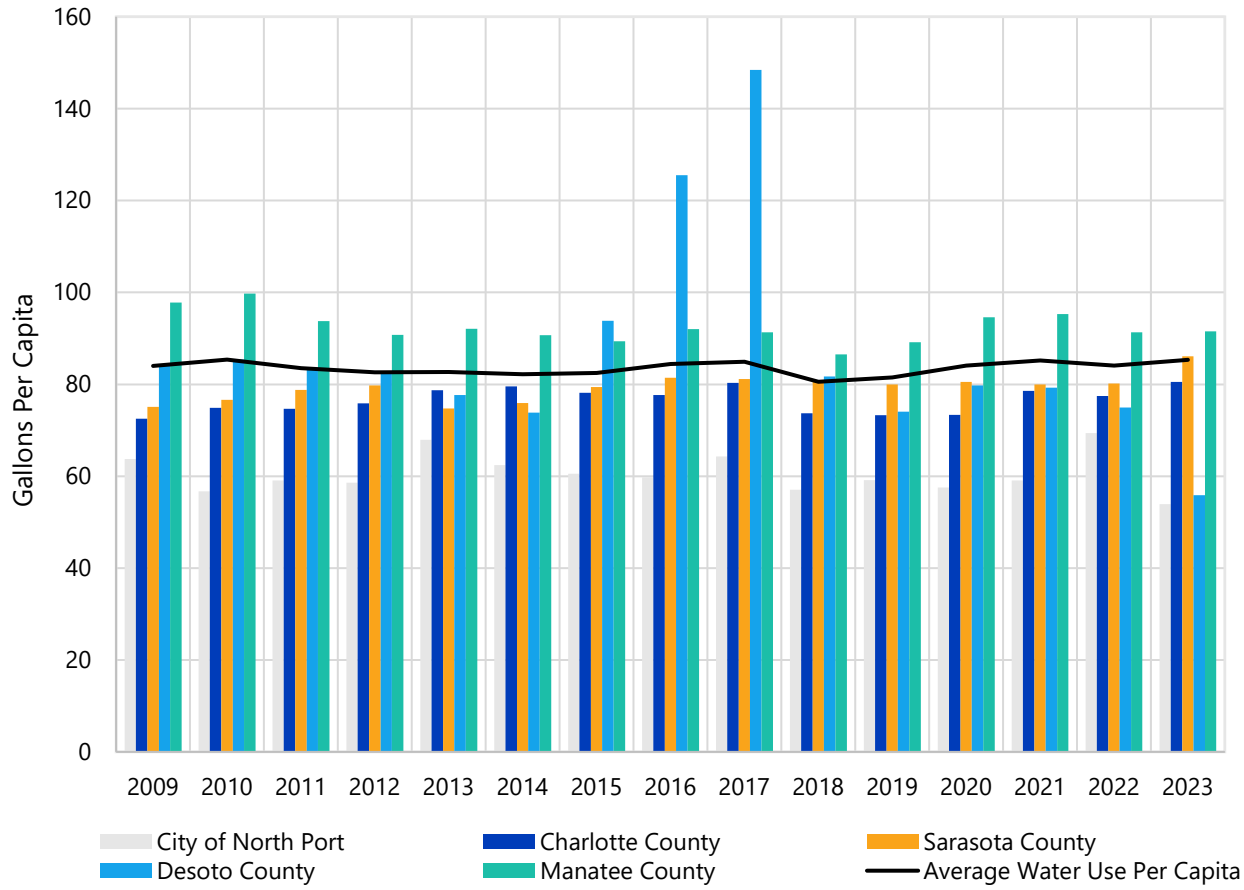


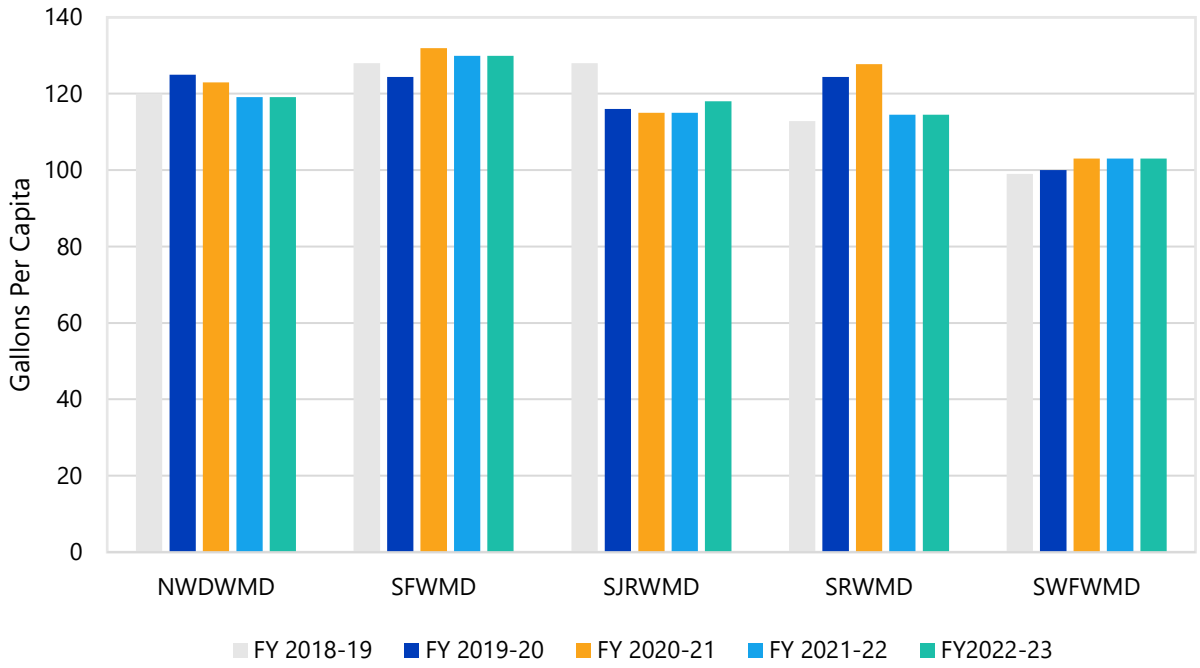
Figure 4.3 Average Unadjusted Gross Per Capita Water Use by Members and Customers

Table 4.3 and **Figure 4.3** present the average unadjusted gross gallons per capita per day (gpcd) for the Authority Members and Customers for 2009 through 2013 based on SWFWMD annual water use reports. There was no reported data for DeSoto County from, therefore the regional annual average was assumed for those years.

Table 4.3 and **Figure 4.3** indicate that overall, the unadjusted gross per capita water use by the Authority Members and Customers has increased slightly from 84.0 gallons per person per day to 85.0 gallons per person per day, corresponding to an average annual decrease of 0.09 percent between 2009 and 2023. Overall, unadjusted gross per capita water use has increased by approximately 3.66 percent and 1.19 percent over the past 10 and 15 years, respectively.

Between 2009 and 2023, the population served by the Members and Customers has increased by approximately 36.9 percent, the total water use has increased approximately 39.8 percent, yet the gross per capita water use has only increased by 1.6 percent.

When compared to the unadjusted gross per capita water use of SWFWMD as a whole or other water management districts (WMDs), the region's rate of use is far lower. **Figure 4.4** provides the FY gross per capita water use from FY2018 to FY2019 through FY2022 to FY2023.



Source: SWFWMD FY2023 Water Conservation Summary Report

NWFWD – Northwest Florida WMD, SFWMD – South Florida WMD, SJRWMD – St. Johns River WMD, SRWMD – Suwanee River WMD, and SWFWMD – Southwest Florida WMD

Figure 4.4 Comparison of Unadjusted Gross Per Capita Water Use Across the Water Management Districts

4.1.2 Residential Per Capita Water Use

The unadjusted gross per capita rates presented in **Section 4.1.1** are based upon the total water withdrawn, plus imports, minus exports and treatment loss, which includes the system water losses and the following three water use sectors:

- Single-family residential.
- Multi-family residential.
- Industrial Commercial Institutional ICI.

Unadjusted gross per capita calculations often include water use of larger-scale customers such as ICI and other types of "significant users", Although such users often represent only a small number of users, the magnitude of their use can significantly skew per capita calculations upwards, which can result in misinterpretation of water use data for public water suppliers. Therefore, to provide a more consistent basis for assessment of water use rates, it is useful to remove such potentially confounding factors to calculate, residential per capita water use.

SWFWMD's annual estimated water use reports provide residential per capita water use based upon methodologies developed by SWFWMD. **Table 4.4** summarizes the SWFWMD residential per capita water use for the Authority's Members and Customers as available for 2009 through 2023 from SWFWMD's annual estimated water use reports.

Table 4.4 SWFWMD Residential Per Capita Water Use by Members and Customers

Year	DeSoto County	Charlotte County	Manatee County	Sarasota County	City of North Port	Average per Capita
2009	-	55	66	57	43	60
2010	-	54	64	54	40	58
2011	-	54	68	59	49	61
2012	-	56	61	60	38	58
2013	53	53	65	57	37	59
2014	69	52	63	56	37	57
2015	93	54	64	57	37	59
2016	28	54	64	59	38	59
2017	27	54	66	59	38	60
2018	30	54	63	59	36	58
2019	30	53	62	58	37	57
2020	28	55	65	60	40	60
2021	33	55	65	59	40	59
2022	36	56	63	59	40	59
2023	39	58	65	63	40	61
Gross Per Capita Per Day Growth Rate (%)						
Annualized Change in GPCD Rate (2009-2023)	-	0.39%	-0.10%	0.73%	-0.44%	0.21%
Total Change in GPCD Rate last 10 Years (2023-2013)	-43.93%	10.35%	3.25%	12.61%	9.76%	6.99%
Total Change in GPCD Rate Last 15 Years (2009-2023)	-	5.40%	-1.43%	10.26%	-6.22%	2.93%

Notes:
SWFWMD residential per capita water use values were acquired from SWFWMD's annual estimated water use reports for 2009 to 2023 except for the following:
(1) Sarasota County 2015 residential per capita value was calculated from the residential water use provided in the County's 2015 PSAR.
(2) Residential per capita values were provided from Table A-2 of the SWFWMD's annual estimate water use reports.
(3) DeSoto County data was not available for 2009 through 2021.

As indicated in **Table 4.4**, SWFWMD's residential per capita water use for Authority Members and Customers has generally averaged between 57 and 61 gallons per person per day since 2009. For comparison, **Table 4.5** presents the SWFWMD 2023 residential per capita water use for other water providers in Southwest Florida. The Authority Members and Customers 2023 residential per capita water use ranged from 39 gpcd to 65 gpcd, which was generally less than other water users in the region, which ranged from 42 gpcd to 108 gpcd.

Table 4.5 SWFWMD 2023 Residential Per-Capita Water Use in Southwest Florida (gpcd)

Public Water Supplier	SWFWMD Residential Per-Capita
City of Bradenton	57
City of Palmetto	47
City of Sarasota	50
City of Venice	42
Englewood Water District	56
City of Punta Gorda	108
City of Arcadia	56
City of Tampa	63
Hillsborough County	89
City of St. Petersburg	50
Pinellas County	61
City of Clearwater	48

Notes:
SWFWMD 2023 residential per capita water use values were acquired from Table A-2 of the SWFWMD 2023 Annual Estimated Water Use Report.

4.2 Inventory of Existing Water Conservation Programs

This section provides an inventory of existing water conservation programs (WCPs) of the Authority's Members and Customers. To assist in the development of potential future WCP initiatives, WCPs are distinguished by whether they relate to supply-side or demand-side management. In addition, it is noted if the WCP applies to indoor or outdoor water conservation.

Water conservation can be either quantitative or qualitative. Water conserved by quantifiable means is reasonably predictable and can be measured with some reliability. Alternatively, water saved by qualitative means such as education, while of value to a comprehensive water conservation program, is difficult and often not possible to measure or reliably predict.

Supply-side management and water conservation strategies include:

- Tiered water rate programs (quantitative; applicable to both indoor and outdoor use, but more effective in reducing outdoor water use).
- Tiered reclaimed water rate programs (quantitative; primarily applicable to outdoor use).
- Water audit and leak detection programs (quantitative; applicable to outdoor use).
- Water line looping to reduce flushing (quantitative; applicable to both indoor and outdoor use).
- Increased ground water recovery – treatment/ withdrawal efficiency (quantitative; applicable to both indoor and outdoor use).

Demand-side management and water conservation strategies include:

- Toilet replacement and rebate programs (quantitative; applicable to indoor use).
- Faucet replacement and rebate programs (quantitative; applicable to indoor use).
- Showerhead replacement and rebate programs (quantitative; applicable to indoor use).

- Washing machine replacement and rebate programs (quantitative; applicable to indoor use).
- Soil moisture sensors (quantitative; applicable to outdoor use).
- ET (evapotranspiration) controllers (quantitative; applicable to outdoor use).
- Landscape and irrigation retrofit programs (qualitative; applicable to outdoor use).
- Landscape and irrigation regulations (qualitative; applicable to outdoor use).
- Incentives for new construction (quantitative; applicable to outdoor use).
- Public outreach/education programs (qualitative; applicable to indoor and outdoor use).

Water conservation plans for each Authority Member and Customer WUPs were reviewed, as available, to determine current programs, in addition to applicable Member and Customer websites related to conservation. **Table 4.6** provides an inventory of current WCPs for each of the Authority's Members and Customers.

Table 4.6 Water Conservation Program Inventory for Members and Customers

Water Conservation Program	DeSoto County	Charlotte County	Manatee County	Sarasota County	City of North Port
Supply Management					
Tiered Potable Water Rate Structure	Yes	Yes	Yes	Yes	Yes
Tiered Reclaimed Water Rate Structure	No	No	No	No	No
Water Audit and Leak Detection Program	Yes	Yes	No	Yes	Yes
Indoor Demand Management					
Single-Family Residential Water Fixture Retrofit	Yes	Yes	Yes	Yes	No
Multi-Family Residential Water Fixture Retrofit	Yes	Yes	Yes	Yes	No
ICI Water Fixture Retrofit	No	No	No	No	No
Outdoor Demand Management					
Landscape/Irrigation Retrofit	No	Yes	Yes	No	No
Landscape/Irrigation Ordinance	Yes	Yes	Yes	Yes	Yes
Landscape/Irrigation Incentives	Yes	Yes	Yes	Yes	No
General					
Standard Entitlement Conditions(1)	No	No	Yes	Yes	No
Public Outreach and Education	Yes	Yes	Yes	Yes	Yes
Water Loss (2023)(2)	7.21%	15.69%	4.41%	9.82%	9.31%

Notes:
(1) Standard Entitlement Conditions refer to the regulations and limits governing the allocation, usage, and/or management of water resources.
(2) Water loss obtained from the SWFWMD 2023 PSARs for each Member and Customer.

Table 4.6 indicates that all Authority Members and Customers have tiered rates for potable water. In addition, Charlotte, Desoto, Manatee, and Sarasota Counties have offered programs for indoor demand management (i.e., rebates to incentivize toilet, showerhead, and faucet retrofits). Relative to outdoor water use, all the Customers and Members have landscape/irrigation ordinances that primarily apply to new construction and often specify the days and times irrigation can occur.

Manatee County has a comprehensive rebate program to incentivize existing customers to reduce the use of potable water for irrigation. The County consistently receives cooperative funding from SWFWMD for its toilet rebate program. The City of North Port's landscape/irrigation ordinance allows for reductions in the equivalent residential connection calculation for LEED Certified, Silver, Gold, or Platinum, Florida Water Star (FWS) certification or properties containing a gray water system. All Authority Members and Customers also have water conservation education programs.

One of the most highly effective and low-cost options for increasing conservation is modifying development code and ordinances to require new developers to adhere to FWS standards, which includes both indoor and outdoor efficiency components. This would affect new residential development, with no cost to the municipality besides administrative costs, such as spot inspections.

Other quantifiable water conservation strategies that could be considered by the Authority Members and Customers might include:

- Require residential single-family WaterSense toilet retrofit on resale (i.e. the new owners or sellers would be required to replace the existing toilet with a WaterSense-certified toilet).
- Require residential multi-family WaterSense toilet retrofit on resale.
- Offer high-efficiency washing machine retrofit rebates.
- Implement required sub-metering for large multi-family residential customers.
- Offer ICI sector water audits.
- Offer ICI sector WaterSense toilet/urinal retrofit rebates.
- Offer ICI sector high-efficiency washer rebates.

4.3 Summary

Actual water use by Authority Members and Customers has increased substantially between 2009 and 2023 (by 39.78 percent) due to a substantial increase in the served population. However, during that same time, the prevailing comparably low per capita use rates of the region have served to attenuate the magnitude of increased use in the region. The unadjusted gross per capita use in 2023 of 85 gpcd is well below the SWFWMD per capita rate goal of no greater than 150 gpd. Therefore, the regional water conservation methods implemented have been effective in helping to meet the increasing water supply demands of a growing population, while maintaining some of the lowest per capita use rates within the SWFWMD.

CHAPTER 5 REGIONAL AVAILABLE SOURCES AND RESILIENCY

The Authority's ability to provide reliable water service hinges on a comprehensive water supply portfolio that integrates both surface and groundwater resources. Central to this portfolio is the Peace River, which supplies fresh surface water that the Authority stores in reservoirs. This water undergoes treatment for distribution to the Authority's Customers or is stored in Aquifer Storage and Recovery (ASR) systems for future re-treatment and distribution. As the demand for potable water continues to rise in the region, the Authority proactively investigates and explores new source water alternatives. This section delves into the regional sources identified in the 2020 Plan, highlighting the actions taken to develop these sources. It also outlines the projects featured in the Authority's FY2026 to FY2045 5-Year CIP and 20-Year Capital Needs Assessment (CNA) and explores potential new sources available to meet the future demands of the region.

5.1 Identified Future Regional Water Supplies

The 2020 Plan analyzed various sources that could be developed by the Authority or other regional municipalities to augment the potable water supply within the Authority's four-county region. The 2020 Plan involved collaboration with the Authority, its Members, Customers, and Partners, and SWFWMD. The outcome was the identification of 13 potential future sources, categorized into 3 main types: groundwater, surface water, and seawater desalination facilities.

Groundwater Sources:

- Peace River Facility Wellfield.
- Punta Gorda Wellfield.
- Buffalo Creek Wellfield (Manatee County).
- DeSoto County DCI Wellfield.
- West Villages Wellfield (North Port).
- Carlton Wellfield (Sarasota County).

Surface Water Sources:

- Cow Pen Slough.
- Shell and Prairie Creeks.
- Upper Myakka River.
- Blackburn Canal.
- Peace River.

Seawater Desalination Facilities:

- Port Manatee.
- Near Venice Airport.

Since 2020, substantial progress has been achieved on several of the identified water sources, encompassing not just planning efforts but also pilot studies, permitting, design, and construction stages. For example, the Peace River Surface Water System Expansion Project (SWSEP), previously estimated to yield 15.0 mgd, will now yield 18.0 mgd and is included in the Authority's Master Water Supply Contract (MWSC) as the next source of regional supply. Additionally, the PRF Brackish Groundwater RO project, previously estimated to yield 5.0 mgd, is now permitted and preliminarily designed and can yield an allocable supply of 8.0 mgd. Several other significant projects have been successfully constructed, enhancing the region's water infrastructure. Among these are the Punta Gorda Brackish Wellfield and RO WTP, finalized and brought online in 2020. In addition, Sarasota County completed a major rehabilitation project at the Carlton WTP in 2023, which increased the design capacity of the facility to 15 mgd through higher capacity treatment trains. The North Port Southwest RO (West Villages) WTP and Wellfield project was also completed in 2023.

The Dona Bay Restoration Project, referred to as the Cow Pen Slough Surface Water Facility Phase 1 in the 2020 Plan, has successfully completed both Phases 1 and 2. Phase 1, finished in 2017, effectively diverts a portion of flow from Cow Pen Slough into adjacent wetlands. Phase 2 was completed in 2024, transforming the Venice Minerals Mine borrow pit into the Dona Bay Surface Water Storage Facility, a significant stormwater storage area that has the potential to serve as a future source of public drinking water supply.

The region has continued to conduct extensive analyses regarding the inventory and development of water sources, as documented in several key plans:

- 2015 SWFWMD RWSP.
- 2020 SWFWMD RWSP.
- 2021 Sarasota County Water Supply Facilities Work Plan Update.
- 2022 Manatee County Water Supply Facilities Work Plan Update.
- 2023 Charlotte County Potable Water Master Plan.
- 2023 City of Venice Water Supply Work Plan.
- 2024 City of Punta Gorda Water Supply Plan.
- 2024 EWD Water Master Plan Update.
- 2024 Authority Facilities Management Plan.

Figure 5.1 provides the locations for this 2025 Plan's identified potential water supply sources. **Table 5.1** provides an overview of the potential water supply source projects, including the proposed finished water yields, identification of the responsible entity for each project, comparisons to the project concept from the 2020 Plan, estimated capital cost and the status on actions taken to advance the development of these projects. Each of these potential future water supply sources is described in more detail in subsequent sections throughout this chapter.

Figure 5.1 Potential Water Sources

Table 5.1 Potential Regional Water Source Projects – Estimated Finished Water Yields and Costs

Potential Project	Responsible Party	Additional Yield (mgd)	Concept vs. 2020 Plan	Status	Estimated Capital Cost (in Millions)[1]
Peace River Facility WTP Expansion[2]	Authority	18.0	Previous Concept	The preliminary design for the water treatment plant expansion was completed in September 2023. Detailed design is on-going. Construction is anticipated to be completed in 2028.	$215
Peace River Regional Reservoir No. 3 (PR3)[2]	Authority		Previous Concept	The preliminary design was completed in June 2023. Detailed design is finalized. Construction is anticipated to be completed in 2028.	$478
Peace River Facility Brackish Wellfield and RO Facility[3]	Authority	8.0	Previous Concept	WUP has been issued. Well construction/testing program and preliminary (30 percent) design completed. Anticipate final design to be completed in 2032-2033 with construction completion in 2036.	$275
Peace River Facility Partially Treated Surface Water ASR[4]	Authority	N/A	Previous Concept	Feasibility study to be completed in 2025.	$23
Buffalo Creek Brackish Wellfield and RO WTP[5]	Manatee County	5.0	Previous Concept	Preliminary design completed in 2024. Wellfield testing and final design proceeding in 2025.	$179
New Authority Reservoir Facility along Peace River[6]	Authority	19.3	New Concept	Exploratory concept in early stages.	TBD
Authority Brackish Groundwater RO Expansion	Authority	TBD	New Concept	The Groundwater and RO may be expanded based on a future feasibility study following the construction of the initial facility.	TBD
Englewood Water District RO/NF WTP[7]	Englewood Water District	7.0	New Concept	WTP improvement/expansion project proposed in EWD's 2024 Water Master Plan.	$72
Punta Gorda RO WTP Expansion[8]	City of Punta Gorda	4.0	New Concept	2024 Water Supply Plan and City's FY2024 CIP include an expansion to the existing brackish groundwater wellfield and RO WTP.	$38
Babcock Ranch Wellfield and WTP[9]	Charlotte County	16.0	New Concept	New concept proposed in County's 2023 Potable Water Master Plan for a new brackish groundwater wellfield and WTP. Application for WUP modification for necessary raw water supply was submitted in December 2024.	$357

Potential Project	Responsible Party	Additional Yield (mgd)	Concept vs. 2020 Plan	Status	Estimated Capital Cost (in Millions)[1]
West County RO WTP and Wellfield[10]	Charlotte County	4.0	New Concept	New concept proposed in County's 2023 Potable Water Master Plan for a new brackish groundwater wellfield and WTP.	TBD
South County Wellfield (Burnt Store)[10]	Charlotte County	1.3	New Concept	Listed in the County's FY2024 CIP to construct the 4 proposed wells in Burnt Store WUP.	$16
East County Wellfield Expansion[11]	Manatee County	4.0	New Concept	New concept being explored by the County to expand their existing East County Wellfield to provide additional supply to be treated at the County's Lake Manatee WTP.	TBD
City of North Port Southwest RO WTP Expansion	City of North Port/West Villages Improvement District	3.0	New Concept	Facility was designed with the intention to be later expanded from 2.0 mgd to 5.0 mgd.	TBD
Peace River Facility ASR Wellfield Expansion	Authority	N/A[2]	Previous Concept	Anticipate feasibility study occurring in 2035 with construction complete in 2039.	TBD
Peace River Partially Treated Surface Water Aquifer Recharge[12]	Authority	N/A	Previous Concept	No further action.	$6
Cow Pen Slough Surface Water Facility (Dona Bay Watershed Restoration Project)	Sarasota County	5.0	Previous Concept/ Modified	The Dona Bay Storage Facility is complete with no further action anticipated for water supply at this time, although the potential may exist to develop this further into a potable supply project.	TBD
Upper Myakka River Surface Water Treatment Facility and Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept[13]	Authority/TBD	5.0	Previous Concept	SWFWMD is conducting a pilot through 2025.	$138
DeSoto Brackish Wellfield Near DCI[13]	Authority/TBD	5.0	Previous Concept	No further action.	$94
Blackburn Canal Surface Water System[13]	Authority/TBD	5.0	Previous Concept	No further action.	$216
Shell and Prairie Creeks Surface Water Facility[13]	Authority/TBD	20.0	Previous Concept	No further action.	$532

Potential Project	Responsible Party	Additional Yield (mgd)	Concept vs. 2020 Plan	Status	Estimated Capital Cost (in Millions)(1)
Carlton WTP Regional Expansion(13)	Authority/Sarasota County	4.0	Previous Concept	No further action.	$65
Seawater Desalination Facility Near Port Manatee(14)	Authority/TBD	20.0	Previous Concept	No further action.	$654
Seawater Desalination Facility Near Venice Airport(14)	Authority/TBD	20.0	Previous Concept	No further action.	$691
High Salinity Groundwater RO(13)	Authority/TBD	10.0	Previous Concept	No further action.	$208

Notes:
(1) Capital costs are Class IV or V planning level cost estimates per AACE International standards.
(2) The Surface Water System Expansion Project consists of the Peace River Facility WTP Expansion and the Peace River Regional Reservoir No. 3. The yield is established per design and permitting, and the cost is based on the Authority's Draft 5-Year CIP (April 2025) for FY2026 to FY2030.
(3) The Peace River Facility Brackish Wellfield and RO Facility yield is from the Preliminary Design Report (Carollo, 2024). The annual average finished water capacity of the RO facility is 9.2 mgd. Of this, 8.0 mgd is expected to be allocable to Customers and 1.2 mgd will be held in reserve for meeting regional water supply during peak demand periods. The cost is based on the Authority's Draft 5-Year CIP (April 2025) for FY2026 to FY2030, which uses the cost estimate from the PDR as a basis.
(4) The Peace River Facility Partially Treated Surface Water ASR feasibility study is evaluating the cost savings potential and technical and regulatory feasibility of injecting partially treated rather than fully treated water; therefore, there is no yield associated with this project. The cost is based on the Authority's Draft 5-Year CIP (April 2025) for FY2026 to FY2030.
(5) Manatee County's Buffalo Creek Brackish Wellfield and RO WTP cost was based on a 5.0 mgd facility. The cost is based on the County's FY25 CIP. However, the existing WUP only allows for 3.0 mgd of finished water supply. For IRWSP supply calculation purposes, the Buffalo Creek project capacity is assumed to be 3.0 mgd.
(6) The yield of the New Authority Reservoir Facility represents the remaining permitted finished AAD capacity from the Authority's WUP, after subtracting the allocations designated for the SWSEP and the future Brackish Groundwater WTP and Wellfield from the total of 80 mgd.
(7) The EWD project involves decommissioning the existing lime softening and RO facilities, which have a combined capacity of 6.0 mgd. The new NF or RO facility will increase capacity to 7.0 mgd, resulting in an additional 1.0 mgd of finished water yield. The cost is based on the EWD FY25 CIP.
(8) The Punta Gorda RO WTP expansion increases the RO permeate yield by 4.0 mgd. Additionally, the City's 2024 Water Supply Plan proposes that an extra 1.0 mgd of finished water yield could be obtained from the bypass. However, since the City does not currently use the bypass, this additional yield has not been included in the quantity. The cost is based on the City's 2024 Water Supply Plan.
(9) The Charlotte County Babcock Ranch Wellfield and WTP project is outlined in the County's 2023 Potable Water Master Plan, with an expansion projected in increments of 8.0 mgd, reaching a total capacity of 24 mgd. The expansion from 16 mgd to 24 mgd is anticipated to occur beyond the 20-year planning horizon and is therefore not included in this table. Note, the cost, which was provided by the Potable Water Master Plan and escalated to 2024 dollars, is preliminary and likely to change, depending on when design and construction occur.
(10) The Charlotte County West County RO WTP and Wellfield and the South County Wellfield (Burnt Store) yields were provided by the County's 2023 Potable Water Master Plan. A cost was not provided for the conceptual West County project, but the cost for the South County Wellfield is based on the County's FY24 CIP.

(11) The Manatee County East County Wellfield would expand the County's existing wellfield to provide additional supply to the Lake Manatee WTP. The County's anticipated yield is up to 4.0 mgd.
(12) The Peace River Partially Treated Surface Water Aquifer Recharge cost was developed by Carollo.
(13) This project is from the 2020 Plan, with cost escalated to 2024 dollars.
(14) The desalination facility yields were provided by the 2020 Plan with updated costs developed by Carollo.

5.1.1 Cost Estimating Methodology for Potential Water Supply Projects

To estimate planning-level costs for each alternative water source development project, the following methodologies were applied, except for projects that are more advanced in development and already have established cost estimates:

- Debt service for all projects is calculated based on a 30-year design life at an annual interest rate of 5 percent.
- Facility capacity for unit cost evaluation is based on the finished water production capacity of the facility.
- Capital costs included in this report are based on the 2024 value of the U.S. Dollar.
- Capital operations and maintenance (O&M) costs included in this report are also based on the 2024 value of the U.S. Dollar.
- For projects in which no additional conceptualization occurred in 2024, previously-developed capital and unit costs were used, and escalated using the Engineering News Record (ENR, 2024).
- Non-Construction Capital Costs (NCCC) were developed using historical project data and cost capacity curves. For new projects and projects with limited information, an assumed rate of 10 percent of the total construction cost has been included for engineering, permitting, and construction management/oversight.
- A 30 percent contingency has been added to the total capital costs for construction and NCCC for each project to account for any undeveloped plans and project uncertainties.
- Typical O&M costs for key infrastructure components—such as reservoirs, wells, water treatment facilities, pump stations, and pipelines—are calculated as a percentage of the total construction cost for each respective element. Specifically, these costs are established at 1.5 percent for reservoirs, 4 percent for wells, 10 percent for water treatment components, 10 percent for pump stations, and 1 percent for pipelines. Since many projects incorporate one or more of these components, the O&M costs are applied proportionally to each element.
- All costs provided are Class IV or V planning level cost estimates per American Association of Cost Engineering (AACE) International standards.

5.1.2 Environmental Considerations

The environmental impacts of all future water supply projects should be evaluated during the design phase, even if there have been past environmental assessments conducted. Updated environmental assessments are recommended to account not only for changes to habitats from surrounding development but also changes to environmental regulations. For example, the Supreme Court's Sackett ruling has significant implications upon which waters and wetlands are considered to be Waters of the United States (WOTUS) and could potentially reduce the permitting efforts or mitigation requirements for some of the proposed projects.

In addition to changes to wetland regulations, there have been some changes to the species listed under the Endangered Species Act. The endangered Florida Bonneted Bat (*Eumops floridanus*) now has a designated critical habitat and a new consultation area that covers much of the Authority's service area. Impacts to these areas may now require mitigation payment contributions to safeguard the long-term

viability of this species. In addition, the U.S. Fish and Wildlife Service (USFW) has proposed the tricolored bat (*Perimyotis subflavus*) to be listed as endangered. This species is present throughout Florida and roosts in a wide variety of structures from tree cavities and old buildings to Spanish moss and vines. Assuming the species is ultimately listed as endangered, new water supply projects will need to be evaluated to determine their potential impact on tricolored bats.

There have also been changes to the regulations of one of the Florida state-listed species, the gopher tortoise (*Gopherus polyphemus*). Florida Fish and Wildlife Conservation Commission (FWC) has amended the requirements for various permit types and limited the options for on-site relocations. In addition, the cost to relocate tortoises to authorized recipient sites has increased dramatically over the last few years. During the design phase of any project, the potential impacts to this species should be determined and quantified the potential costs of permitting and relocation.

5.2 Water Supply Projects in Progress

The projects outlined in this section are either in the preliminary design phase or undergoing final design, with permitting at or near completion, and have a high probability of construction commencing within the next three to ten years. As such, the supply capacities and estimated costs included in **Section 5.2** are considered more reliable than those for projects that are currently at the conceptual stage.

5.2.1 Authority Projects

The Authority's current water withdrawals originate from the Peace River and its upstream tributaries. The watershed contributing to the PRF encompasses approximately 1,800 square miles. The Authority's withdrawals from the Peace River are currently authorized under WUP No. 20001042.014 which was renewed for a term of 50-years in February 2019 (expires February 26, 2069). The permit authorizes delivery of 80 mgd of finished water to the region. Withdrawals are limited by the adopted Minimum Flow delineated in Rule 40D-8.041(8), Florida Administrative Code (FAC), and the surface water diversion schedule described within the permit. Surface water withdrawals are based upon the previous day's combined adjusted average flow for the lower Peace River at the Arcadia, Joshua Creek at Nocatee, and Horse Creek near Arcadia U.S. Geological Survey Gages. Actual withdrawals are limited by seven flow-dependent Minimum Flows in three blocks per the Diversion Schedule.

The Authority's 50-year WUP and associated withdrawal and finished water delivery quantities allows the Authority to enhance its river intake pumping, off-stream reservoir, and ASR storage capacity, as well as water treatment capacity, to meet growing regional demands. To support these changes, the Authority has developed a series of projects aimed at maximizing the utilization of the Peace River and increasing its overall supply capacity to the region.

The Authority's 5-Year CIP and 20-Year CNA include the projects listed in **Table 5.2**. These sources would provide an additional 26 mgd of allocable yield. Notably, the expansion of the PRF in conjunction with the construction on the new PR3, which will both provide an additional yield of 18 mgd, are scheduled to begin construction in 2025 and are expected to be completed by 2028. Although the ASR Wellfield Expansion is listed in **Table 5.2**, it is further described in **Section 5.4.1**, as construction is not likely to occur within five years.

Table 5.2 2025 Current Authority CIP/CNA Projects

2025 CIP/ CNA Projects	Yield (mgd)	Construction Start	Construction End
Peace River Facility WTP Expansion	18.0	2025	2028
Peace River Reservoir No. 3		2025	2028
Peace River Facility Brackish Wellfield and RO Facility(1)	8.0	2033	2036
Peace River Facility Partially Treated Surface Water ASR	N/A	2031	2032
Peace River Facility ASR Wellfield Expansion	N/A	2037	2039
Total Additional Yield (mgd)	**26.0**	**-**	**-**

Notes:
(1) Total finished water capacity of the RO facility is 9.2 mgd. Of this, 8.0 mgd is expected to be allocable to Customers, and 1.2 mgd will be held in reserve for meeting regional water supply during peak demand periods.

5.2.1.1 Peace River Facility Surface Water System Expansion

The PRF is poised for a significant transformation, as outlined in the Authority's CIP. Reliability modeling has demonstrated that the PRF can achieve an additional water supply beyond its current system yield of 34.7 mgd. Currently, the PRF benefits from a 120 mgd intake on the Peace River and a robust 6.5 BG off-stream raw water storage system.

The Authority is making strides with the Surface Water System Expansion Project (SWSEP), which is comprised of two components: 1) a 24 mgd expansion of the PRF Water Treatment Plant (i.e. PRF Expansion) and 2) construction of an additional 9.0 BG reservoir and associated pumping facilities and pipelines (i.e. PR3).

The PRF Expansion project will increase the treatment plant's permitted capacity by 24 mgd and provide an additional 18 mgd in customer allocations on an annual average basis. Additionally, PR3 is designed to hold approximately 9.0 BG, raising the total reservoir capacity to 15.5 BG. The SWSEP is included in Amendment 3 of the Authority's Master Water Supply Contract (MWSC) as the next source of regional supply.

PRF Water Treatment Plant Expansion (PRF Expansion)

In 2017, the Authority completed a comprehensive Site Master Plan Update for the PRF (HDR, 2017). The resulting site plan confirmed that ample space is available on the PRF property to accommodate an additional 24 mgd treatment train. It also highlighted the potential for a RO facility for treating brackish groundwater, which is discussed in **Section 5.2.1.2**.

Following this, a Facility Capacity Optimization Study was completed (Ardurra, 2022) which proposed several innovative treatment process alternatives. In 2023, a feasibility analysis of these treatment technologies was conducted, complemented by a pilot study that ran from February to July (Brown and Caldwell, 2023). This pilot compared the performance of ceramic (plate settler) and polymeric membrane filtration, focusing on filtered water quality and the membranes' resistance to fouling and abrasion caused by upstream powdered activated carbon (PAC) and flocculation aid polymers.

Though FDEP did not require pilot testing, the Authority undertook it to validate that these technologies could effectively achieve treatment goals for turbidity, taste and odor, and total organic carbon (TOC) concentrations. It also aimed to evaluate the operational ease for PRF staff.

The resulting design criteria package for the PRF WTP outlined an expansion plan that will incorporate PAC contractors, rapid mixing, tapered flocculation, and plate settlers, followed by dual media filters and chlorine and ammonia contact chambers. Additionally, the project will require a new high service pump station, an expansion of the alum storage facility, and a new chemical storage and metering facility. For managing settled sludge, an additional gravity thickener, blending tank, and belt filter press will be included.

The Authority is moving forward with a progressive design-build project delivery method for this facility expansion. In June 2024, the project was awarded to a collaborative design-build team, and the guaranteed maximum price (GMP) is set to be finalized in 2025, with construction anticipated to commence later that year.

According to the Authority's Draft 5-Year CIP (April 2025) for FY2026 to FY2030, the estimated total capital cost for the PRF Expansion is expected to be $214.9 million (M). The unit capital cost is expected to be $2.13 per 1,000 gallons of treated water. The annual O&M was determined based on the Authority's FY2025 O&M budget and proportioned for the increase in capacity and the estimated O&M cost based on a construction cost estimate for an estimated O&M cost of $16.9 M annually or $2.57 per 1,000 gallons of treated water.

Peace River Regional Reservoir No. 3 (PR3)

In 2016, the Authority completed the Desktop Conceptual Siting Study for PR3 (HDR, 2016). This study explored three potential sites for a new 6 BG reservoir on the RV Griffin Reserve, highlighting the importance of mitigating impacts to existing wetland habitats and considering floodplain compensation.

In February 2022, the Board approved the preliminary design for PR3, with 90 percent deliverable plans and specifications submitted in September 2024. The project will consist of a new 9.3 BG reservoir, a new river water intake and pump station on the Peace River, raw water transmission main to the new and existing reservoir system, and a new reservoir pump station.

The existing surface water intake pump station has a pumping capacity of 120 mgd with 4 pumps, each at a design flow rate of 30 mgd and is located downstream of County Road 761, located on the shoreline of a slough, west of the main Peace River flow channel.

The new river intake pump station will be constructed just to the south of the existing river intake pump station and be designed to accommodate the maximum permit withdrawal of 258 mgd, though the initial constructed capacity will be 138 mgd. The reservoir pump station includes an offshore submerged intake structure, an onshore pump station, and an interconnecting intake pipe. Eventually, this pump station will support the PRF expansion, with the eventual decommissioning of the existing raw water pump station. An 84-inch diameter steel pipeline will convey water from the river intake pump station to PR3.

In 2022, the Authority undertook a comprehensive analysis focused on surface water quality and system-wide reliability to determine the optimal location for a new river intake. This modeling effort examined the variability of river flows and water quality, enabling the Authority to assess its ability to meet system demands while adhering to target water quality standards.

In addition to constructing a new river intake station and reservoir, the project will require conveyance piping and a dedicated reservoir pump station. An aerial for PR3 and its associated infrastructure is shown in **Figure 5.2**.

Source: Authority Board Meeting, Regular Agenda, Item 2, August 2024.

Figure 5.2 PR3 Conceptual Layout

The estimated total capital cost for the PR3 project (according to the Authority's Draft 5-Year CIP (April 2025) for FY2026 to FY2030) is expected to be $478.15 M. The unit capital cost is expected to be $4.73 per 1,000 gallons of treated water. Based on the total annual O&M costs, the unit O&M cost is expected to be $0.98 per 1,000 gallons. Note, these costs do not include the significant grant funding provided by the SWFWMD in support of the PR3 project of approximately $116.3 M. The Authority also received $34.8 M in other State funding for the reservoir project.

5.2.1.2 Peace River Facility Brackish Wellfield and RO Facility

In 2011, the exploration of the feasibility of developing brackish groundwater resources at the PRF began with the Preliminary Investigation of Brackish Groundwater Development Opportunities (CH2M Hill, 2011).

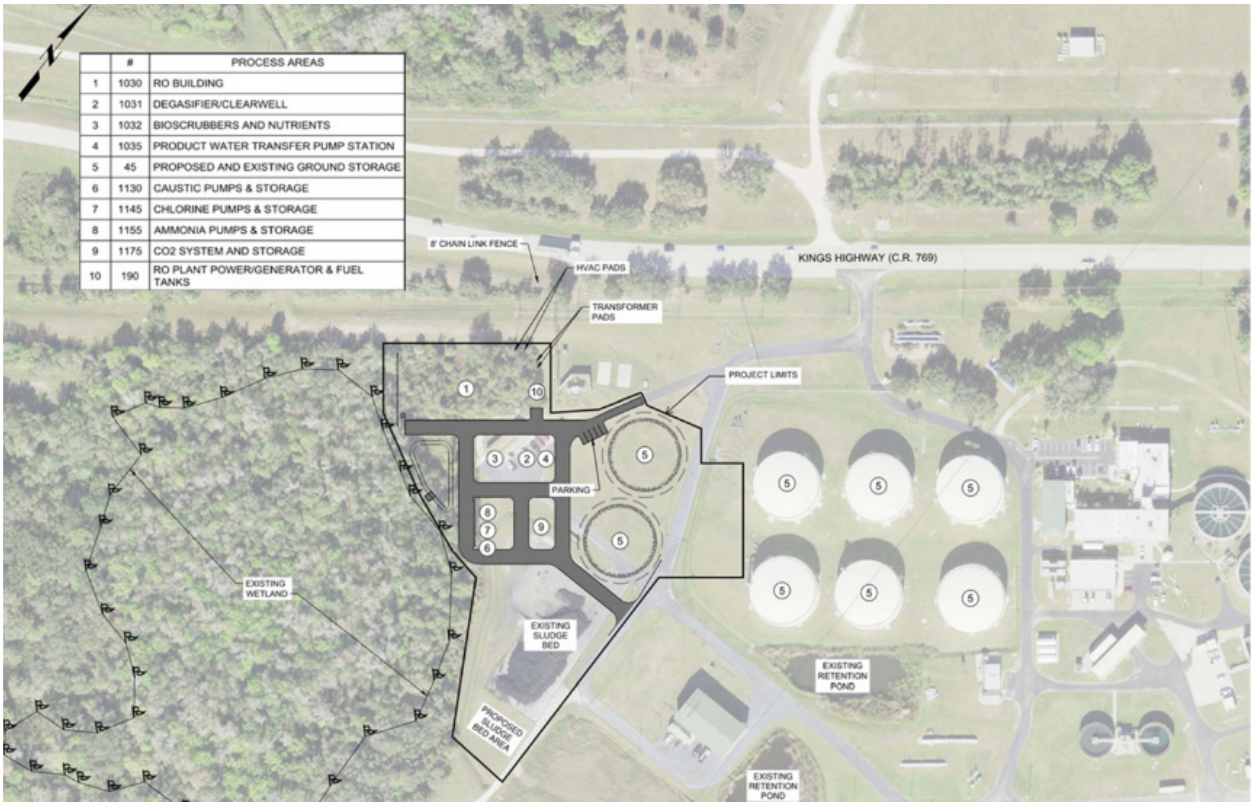
In 2023, the Authority initiated the Peace River Brackish Groundwater Facility Project. Professional services for the Project included completion to the 30% design stage for production, monitor and Class I deep injection wells (DIWs), raw and finished water pumping, necessary conveyance at the PRF, water treatment, and concentrate disposal-related facilities. The Project also involved permitting (WUP/UIC), well construction and testing, and preliminary design of a new raw groundwater wellfield. The Project was intended to inform the Authority in the selection of its next water supply development project.

In July 2023, the Authority initiated the Brackish Well Construction and Testing Program, which aimed to identify the sustainable yield and water quality of permeable zones within the UFA. This program involved drilling a pilot hole into the Suwannee Limestone and Ocala Limestone, reaching a depth of 1,201 feet. A 12-hour Step-Drawdown Test and a 7-day Constant-Rate Test were conducted to evaluate the hydraulic performance of the aquifer. Initial results indicated that 15 Suwannee production wells could yield

approximately 15 mgd, while 10 Suwannee/Upper Avon Park production wells could potentially yield up to 20 mgd, allowing for the inclusion of two backup production wells.

The Project included modification of the Authority's WUP and pursuit of an Underground Injection Control (UIC) permit for construction of up to four DIWs. The Authority's WUP No. 200010420.014 was successfully secured and authorized total annual average brackish groundwater withdrawals of 11.2 mgd (total annual average finished water yield of 9.2 mgd). Withdrawals are authorized from three intermediate aquifer system wells and 15 Upper Floridan aquifer wells. The UIC permit for DIWs was approved by the FDEP in April 2025.

The Brackish Groundwater Wellfield and RO Facility Preliminary Design Report (PDR) was completed in 2024 (Carollo, 2024). It determined that the RO treatment facility, to be co-located at the existing PRF site, will blend treated groundwater with surface water from the facility (refer to **Figure 5.3**). The treatment capacity of the RO facility is influenced by the recovery rate and the percentage of raw groundwater bypass used around the RO trains. Current estimates suggest an 80 percent recovery rate, with raw groundwater bypass potentially reducing treatment capacity slightly. At a higher bypass rate, the facility is projected to achieve a product water capacity of 9.2 mgd (average daily) and 12.3 mgd (maximum day). In contrast, a lower bypass rate would lead to adjustments in these capacities.



Source: Brackish Groundwater Wellfield and RO Facility Preliminary Design Report (Carollo, 2024)

Figure 5.3 Brackish Wellfield and RO Facility Site Plan

The proposed treatment process for the brackish groundwater facility is as follows. Initially, raw water undergoes a bypass flow system, followed by pretreatment processes such as influent strainers, scale inhibitor injection, and cartridge filters. The RO process then employs high-pressure feed pumps and two-stage RO treatment trains, with interstage booster pumps to enhance efficiency. After treatment, additional processes, including pH adjustment and chemical stabilization, allows the water to meet quality standards before blending with treated surface water and storage. The PDR outlined detailed design criteria for the treatment process. As this potential water supply project has evolved, it has been compared to the SWSEP. This comparative analysis led to parallel studies, allowing the Authority to better assess which project to prioritize. Although the SWSEP project is now actively being developed, significant advancements have been made in the Brackish Wellfield and RO Facility concept, which is included in the Authority's 20-Year CNA. The Authority has determined the SWSEP will provide the capacity needed to meet the upcoming demands of its customers as it provides 18 mgd compared to the Brackish Wellfield and RO Facility project's 9 mgd finished water yield. However, the Authority intends to revisit the Brackish RO WTP project after the SWSEP is successfully operational, which is anticipated to be around 2028. The Brackish RO WTP project is now planned to be constructed by 2036 per the Authority's latest CNA.

The Authority's Draft 5-Year CNA (April 2025) estimated total capital cost is based on the costs developed in the PDR and the anticipated final design costs, mitigation, and construction. The estimated total capital cost for the PRF Brackish Wellfield and RO Facility is expected to be $274.97 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost for the PRF Brackish Wellfield and RO Facility is expected to be $5.33 per 1,000 gallons of treated water. The O&M costs were based on the construction cost and the O&M costs produced in the PDR. The estimated total annual O&M cost is expected to be $10.29 M. Based on the total annual O&M costs, the unit O&M cost is expected to be $3.07 per 1,000 gallons of treated water.

5.2.1.3 Peace River Facility Partially Treated Surface Water ASR

The Authority operates an ASR system, which includes ASR Wellfield No. 1 and ASR Wellfield No. 2. The two ASR wellfields consist of 21 potable water ASR wells: ASR Wellfield No. 1 has eight Suwanee Zone ASR wells and one Tampa Zone ASR well, and has been operational since the mid-1980s, while ASR Wellfield No. 2, constructed in 2002, contains 12 Suwanee Zone ASR wells.

The Authority's ASR system plays a critical role in water storage, complementing off-stream reservoirs and enabling management of seasonal demands when flows from the Peace River insufficient or water quality is suboptimal for treatment. Historically, the ASR system required that the stored water be fully treated to drinking water standards before recharging into the aquifer and again when recovered, making it economically less favorable compared to raw surface water storage in off-stream reservoirs, which only require treatment once prior to distribution. Even with the higher operational cost, the potable ASR system had been an important water resource asset, providing the Authority with additional storage, drought tolerance, and redundancy to the off-stream reservoirs.

The Authority, however, was interested in converting a portion of the potable ASR system to a partially treated surface water (PTSW) ASR system, which would involve recharging and storing filtered raw water from Reservoir No. 1. This would significantly lower treatment costs, requiring full treatment to drinking water standards only upon recovery from ASR storage. By uncoupling the ASR system's source water from the requirement of full treatment, the Authority could eliminate reliance on excess treatment capacity for recharge, thereby reallocating treatment capacity to meet increasing customer demands. Moreover, storing more PTSW than what is recovered would be less costly, and the excess water left in the aquifer could potentially be negotiated as a Net Benefit, helping to offset local groundwater withdrawals and support SWFWMD's recovery goals for the Southern Water Use Caution Area (SWUCA).

In pursuit of this goal, a desktop study titled Partially Treated Surface Water ASR Desktop Study was completed (CH2M and ASRus, 2016). Based on its recommendation, the Authority requested a modification of the ASR permit to allow limited testing of PTSW ASR to evaluate water quality and operational considerations, with the permit modification issued in December 2016. The major permit modification included a zone of discharge (ZOD) for total coliform, aluminum, and color pursuant to Florida Administrative Code (FAC) Chapter 62-520.465(2)(b).

A pilot test using PTSW was conducted from February 2017 to January 2018, revealing total coliform as the primary regulatory challenge due to its presence in surface waters. The groundwater discharge standard (pursuant to FAC 62-520) for total coliform is four colony forming units (CFU) per 100 milliliters (mL). Testing showed that while coliform counts were high in nearby monitoring wells immediately after recharge, they declined significantly after the recharge period, meeting regulatory standards within 3 to 4 weeks. Exceedances of total coliform were not observed in the monitoring well representing the ZOD boundary.

Following the pilot test's success, the Authority submitted an operational permit renewal application to allow PTSW use at the ASR wellfields in 2018. The application was deemed complete; however, FDEP was unsure how to proceed without direction from the USEPA regarding issuance of a ZOD for total coliform that would allow injection of partially treated surface water. To move the project forward, the Authority proposed a disinfection plan for PTSW to meet the groundwater discharge standard for total coliform. Secondary drinking water standards, at the direction of the FDEP, would require a water quality criteria exemption (WQCE) for each requested parameter. A WQCE petition for color, aluminum, iron, and odor was submitted in May 2022, but the final order has not yet been issued at the time of this report. Per FDEP, a ZOD or WQCE was not required for arsenic based on direction from EPA (September 27, 2013 letter) that allowed exceedances from natural mobilization of arsenic as long as certain measures were in place. This was addressed in the conditions of the operation permit. To further determine the efficacy and details of an effective disinfection system, the Authority conducted a study to confirm the ideal methodology for providing disinfection of PTSW. Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery (Hazen & Sawyer, 2021) confirmed that chemical disinfection using chloramines was the most economical and effective method for disinfection while preventing formation of disinfection byproducts (TTHMs and HAA5s) above drinking water standards. This study along with historical ASR operational data and pilot test results were submitted to facilitate re-permitting.

In September 2023, FDEP issued the modified permit (0136595-018-038-UO/5SR) allowing the implementation of a PTSW system to treat surface water from Reservoir No. 1. This system will include a new pump station, pressurized coarse media filtration, and a side-stream chloramine disinfection system. Notably, PTSW would only recharge the ASR wells in Wellfield No. 2, while Wellfield No. 1 will continue to

receive only fully treated potable water; however, Wellfield No. 2 can also access potable water. It is important to note that no injection of PTSW is authorized until the system is operational and required water quality criteria exemptions, if deemed necessary, are in place.

The operational permit enables the use of PTSW for ASR, contingent upon meeting strict water quality conditions at the ASR wellheads and within the aquifer. To evaluate the viability of PTSW ASR under these conditions, preliminary facility design and pilot testing of the partial treatment process are required. A request for professional services for this work was advertised in February 2024, and at the April 2024 Authority Board meeting, an engineering consultant was awarded the contract for engineering design and associated professional services for the PTSW ASR project. The preliminary design of this facility is underway, and pilot testing was completed in December 2024. Included in the pilot testing was treatment using granular activated carbon (GAC) to meet future PFAS regulatory requirements.

A portion of this preliminary work (Phase 1) is anticipated to be largely covered by the $1.0 M grant provided by FDEP in support t of this project. The overall capital cost for project implementation is estimated to be $23.2 M according to the Authority's Draft April 2, 2025 CIP/CNA (2026-2045).

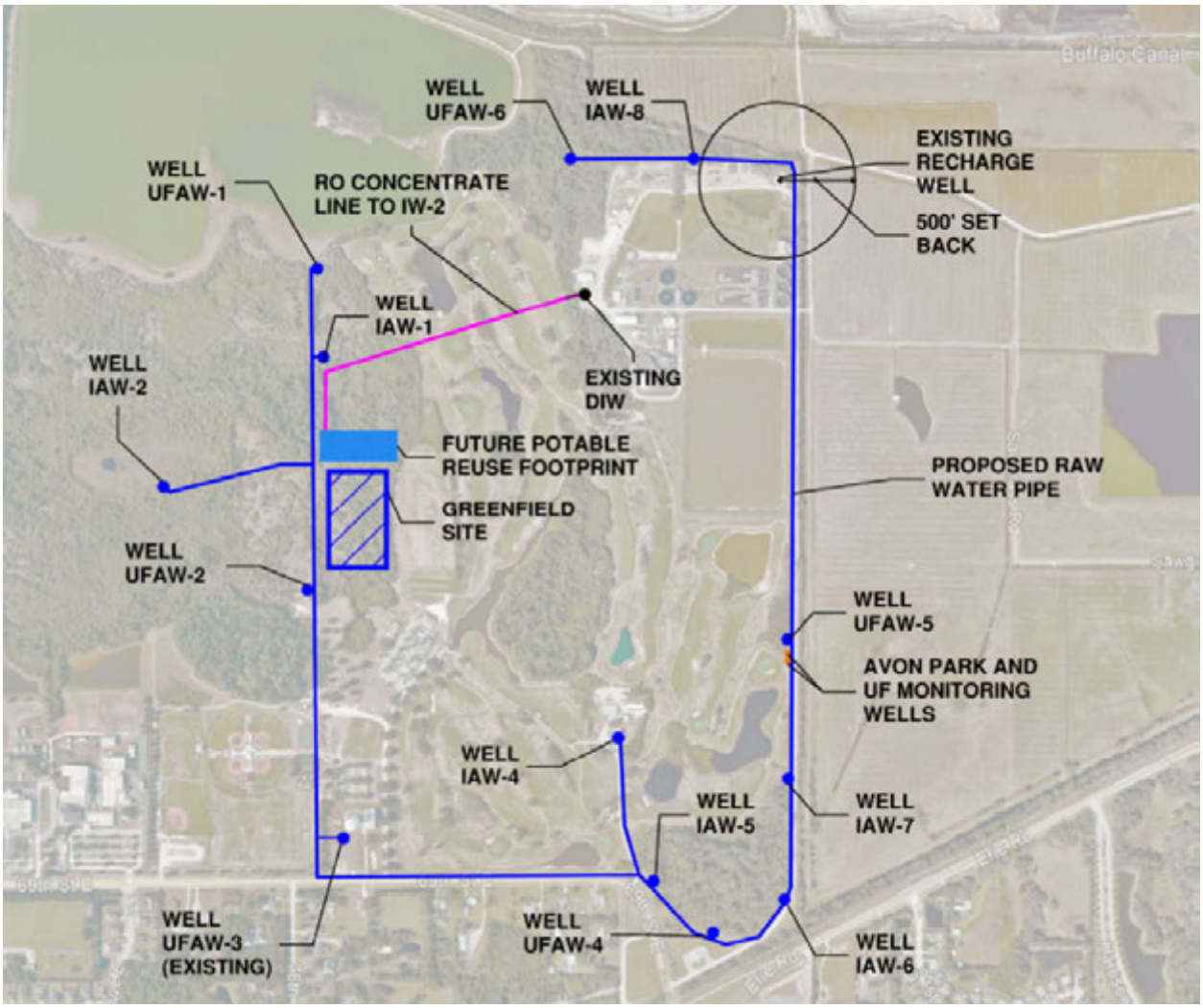
5.2.2 Buffalo Creek Brackish Wellfield and RO WTP

Manatee County is undertaking an infrastructure initiative to construct a brackish groundwater supply wellfield and a corresponding RO treatment facility. The facility is expected by the County to eventually achieve a finished water capacity of 5.0 mgd by 2032, with the potential for expansion to 8.0 mgd. The wellfield will be strategically located near the Buffalo Creek Golf Course and is part of the County's Consolidated WUP (No. 20013343).

Notably, the wellfield site is adjacent to one of the County's elevated storage tanks. According to the County's Water Supply Facilities Work Plan Update (WSFWPU) in 2022, the wellfield will consist of eight wells withdrawing water from the intermediate aquifer system along with six wells tapping the upper zones of the UFA, one of which is already existing. Originally, the WSFWPU showed 3.0 mgd of finished water would consist of a blend of approximately 2.1 mgd of RO permeate and approximately 0.9 mgd of filtered raw water from the UFA. Additionally, the RO WTP will be located near the County's North Regional Water Reclamation Facility (WRF), which will allow for concentrate disposal through the WRF's onsite Class I deep injection well (IW-2).

The existing permit for the Buffalo Creek Wellfield establishes a total withdrawal of 3.95 mgd within the Most Impacted Area (MIA) of the SWUCA. Of this total, 2.23 mgd will be sourced from the UFA, secured through two mechanisms of the Net Benefit process: the permanent retirement of historically used quantities and the use of Groundwater Replacement Credits (GWRC). The wellfield utilizes the Mitigation Plus Recovery Net Benefit strategy, which requires that new drawdown in the UFA within the MIA boundary be offset plus an additional 10 percent of the drawdown impact provided as recovery in the MIA by use of a mitigation method. Therefore, the GWRC and retirement quantity are earned by Manatee County supplying reclaimed water to other permittees (recipient sites) to offset groundwater withdrawals that cause impact in the UFA within the MIA. For the County to maintain the Net Benefit, the use of reclaimed water at the reclaimed water recipient sites must continue to be used to offset groundwater withdrawals. The eligible Floridan quantities for withdrawal are reevaluated annually. The County plans to increase the allocated capacities to have the facility capable of producing 5.0 mgd of finished water with the ability to expand to 8.0 mgd in the future.

The County completed the Buffalo Creek Reverse Osmosis Site Selection Evaluation Technical Memorandum (TM) in January 2024. The TM reviewed potential sites for the RO WTP and recommended Site 2, which is shown in **Figure 5.4**. The reasons for this site were due to the proximity to the raw water wells, its location outside the 100-year floodplain, its relatively flat geography, reasonable access to utilities and roadways, and reduced environmental and permitting complications.



Source: 2024 Buffalo Creek Reverse Osmosis Site Selection Evaluation Technical Memorandum – Final, McKim & Creed

Figure 5.4 Recommended Site Plan for the Buffalo Creek RO WTP

The County began the Buffalo Creek Well Drilling and Testing Services project in March 2024. This first phase, which includes test well drilling and pilot testing, is crucial for confirming water quality conditions that will inform the final design of the RO WTP. The project will involve drilling a UFA test/production well, monitoring wells for both the Suwannee Limestone and Avon Park formations, and an intermediate aquifer test/production well. The testing and drilling project is expected to be completed by the end of 2025.

The total capital cost, as taken from the Manatee County FY25 CIP, is expected to be $178.97 M or $6.38 per 1,000 gallons of finished water produced for a 5.0 mgd facility capable of expansion to 8.0 mgd. The estimated annual O&M cost for the Buffalo Creek Brackish Wellfield and RO WTP is expected to be $4.54 M for 5.0 mgd of finished water production. Based on the total annual O&M costs, the unit O&M cost is expected to be $2.49 per 1,000 gallons of treated water.

5.3 New Project Concepts

The projects within this subsection are either projects that have been initiated after the 2020 Plan and have initial feasibility studies completed or are new concepts for water supply in the region. These project concepts are planning level in nature and are ordered by Authority projects followed by projects based on how far along they are developed.

5.3.1 New Authority Reservoir Facility Along the Peace River

This conceptual project consists of a potential fourth Authority reservoir and associated infrastructure in the general vicinity of the PRF. Due to site constraints and the potential size of a fourth reservoir, it is anticipated that such a facility would be located offsite from the RV Griffin Reserve.

The Authority holds a permitted finished water capacity of 80 mgd for water supply to the region under its WUP. Following the completion of the SWSEP and the future development of the Brackish Groundwater RO WTP and Wellfield project, approximately 19.3 mgd of that capacity is expected to remain available. This remaining capacity could potentially support a new reservoir and water treatment facility along the Peace River, offering opportunities for additional supply. There may be potential to secure an increase in the currently authorized 80 mgd of finished water supply depending on the remaining amount of surface water that is considered available for withdrawal by the SWFWMD.

The SWFWMD's 2015 and 2020 RWSPs for the Southern Planning Region both identified that additional water supply may be available from the lower Peace River. However, the 2020 RWSP identified a considerably lower additional supply availability than the 2015 report. SWFWMD staff response to a recent inquiry from the Authority on this matter suggests that the 2020 report may have underestimated potentially available withdrawal quantities. SWFWMD is currently assessing how much additional water may be available from the lower Peace River and is planning to include their latest water supply estimate in their 2025 RWSP Update.

While the current focus is on projects listed in the CIP and CNA, the Authority is including this potential project for consideration and further evaluation in the future. As this project would likely occur past the 20-year planning horizon, a cost estimate was not generated.

5.3.2 Authority Brackish Groundwater RO Expansion

Based on the Authority's Draft April 2, 2025 CIP/CNA (2026-2045), the Authority anticipates implementing its Brackish Wellfield RO project (refer to **Section 5.2.1.2**) in the 2030-2036 timeframe. Considerable well construction and hydrogeologic testing is expected to occur during construction of the Brackish Wellfield RO project. The Authority plans to conduct a feasibility study of expanding the Brackish RO facility at the PRF after the initial facility comes online. The feasibility study would evaluate the technical, economic, and regulatory feasibility of expanding the brackish groundwater facilities. Due to the very preliminary nature of this potential project, a cost has not been developed.

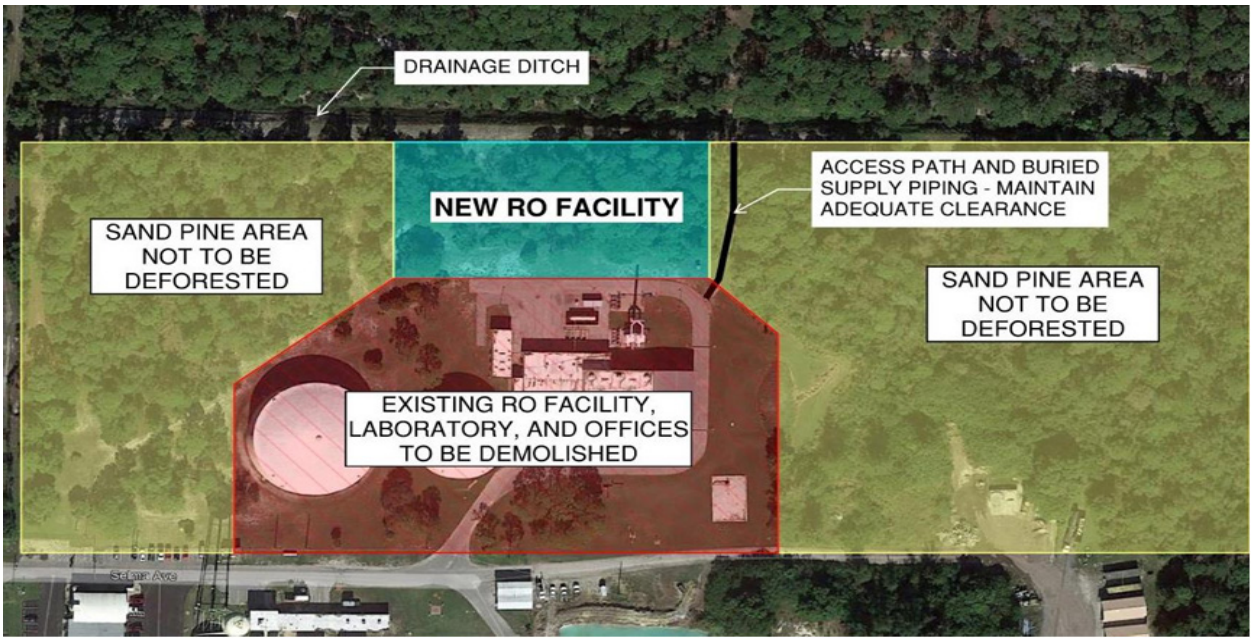
5.3.3 Englewood Water District RO/NF WTP

As outlined in the EWD's 2024 Water Master Plan (HDR, 2024) and it's FY2025 to FY2029 CIP, EWD is set to implement Alternative 3b from its Master Plan. This alternative involves decommissioning the existing lime softening facility, replacing the current RO facility, and expanding the overall treatment capacity with either a new RO or NF system.

The new facility will feature a hurricane-hardened building that includes a state-of-the-art laboratory, an operations control room, staff breakroom and restrooms, and an emergency operations center. Currently, EWD operates one lime softening plant, constructed in 1961 with a design capacity of 3.0 mgd for treating the freshwater wellfield supply; however, it can reliably treat only 2.0 mgd of this capacity. Additionally, there is one RO plant built in 1981, also with a design capacity of 3.0 mgd, used for treating brackish water from the wellfield. This plan envisions a new hurricane-hardened 7.0 mgd RO/NF facility to be built north of the existing RO plant, followed by the demolition or repurposing of the current lime softening and RO plant infrastructure. **Figure 5.5** provides a layout for the proposed infrastructure.

Overall, the key components of the alternative presented in EWD's Water Master Plan include:

- Increasing the capacity of the brackish water wellfield.
- Demolition of the existing lime softening plant.
- Demolition of the existing RO plant.
- Construction of a new RO facility, which will include a laboratory and staff housing.
- Replacement and expansion of the RO system.
- Expansion of the degasifier.
- Addition of a deep injection well.
- Upgrades to post-treatment chemicals.



Source: 2024 EWD Potable Water Master Plan Update – Final, HDR

Figure 5.5 Proposed Englewood Water District RO Facility Concept

The FY2025 to FY2029 CIP shows design of the RO expansion beginning in FY2026 with construction complete in FY2028. During this time, additional RO source wells, a deep injection well, and construction on the new RO/NF facility will be occurring with the lime softening facility projected to be decommissioned in FY2029. This schedule is subject to change.

The planning-level costs for this project have been provided by EWD's FY2025 to FY2029 CIP. The estimated total capital cost for this initiative is projected to be $71.75 M. When amortized over a 30-year lifespan at an annual interest rate of 5 percent, the unit capital cost is expected to be $1.83 per 1,000 gallons of treated water. The estimated total annual O&M cost for this concept is $6.46 M, resulting in a unit O&M cost of $2.53 per 1,000 gallons of treated water.

5.3.4 Punta Gorda RO WTP Expansion

In 2020, the City of Punta Gorda completed the construction of a 4.0 mgd RO WTP on the same site as its existing Shell Creek WTP. This new facility can also bypass up to 0.5 mgd of groundwater for a total of 4.5 mgd of finished water capacity. Designed with future expansion in mind, the RO WTP has the potential to scale up to 9 mgd, with 8.0 mgd of RO permeate and 1.0 mgd of groundwater blend. The City does not currently use its existing bypass for capacity; therefore, the additional capacity from bypass is not included and the ultimate increase in capacity is assumed to be 4.0 mgd.

The Shell Creek WTP is a surface WTP that recently had MFL limits imposed on its water source, the Lower Shell Creek, effective at the end of 2021. The City's 2024 Water Supply Plan (Carollo, 2024) highlighted a critical issue: without expanding the RO facility, the City will not be able to meet the City's projected 20-year average annual demand of 7.5 mgd and maintain a TDS concentration of 450 milligrams per liter (mg/L). The City could only achieve this by utilizing 4.0 mgd of RO water in combination with 8.0 mgd from the Shell Creek WTP. However, due to the MFL limitations and the existing need for substantial rehabilitation, the Shell Creek WTP is unable to reliably produce 8 mgd. Therefore, the Water Supply Plan evaluated the City's options for future water supply.

Ultimately, the Water Supply Plan recommended an expansion of the City's existing RO WTP and Wellfield. It is anticipated that this project will be completed within the 2026-2030 timeframe. The Water Supply Plan's cost estimate included the following components:

- RO WTP Expansion: RO skids, degasifier, RO transfer pump, finished water transfer pump station, chemical systems, additional piping and connections, electrical, and instrumentation and controls (I&C).
- RO Wellfield Expansion: Production well drilling of five wells, equipment, and piping.

The planning-level costs for this project have been developed based on individual estimates of the components outlined above and shown in the City's Water Supply Plan. The estimated total capital cost for this initiative is projected to be $37.71 M. When amortized over a 30-year lifespan at an annual interest rate of 5 percent, the unit capital cost for is expected to be $1.68 per 1,000 gallons of treated water. The estimated total annual O&M cost for this concept is $2.24 M, resulting in a unit O&M cost of $1.53 per 1,000 gallons of treated water.

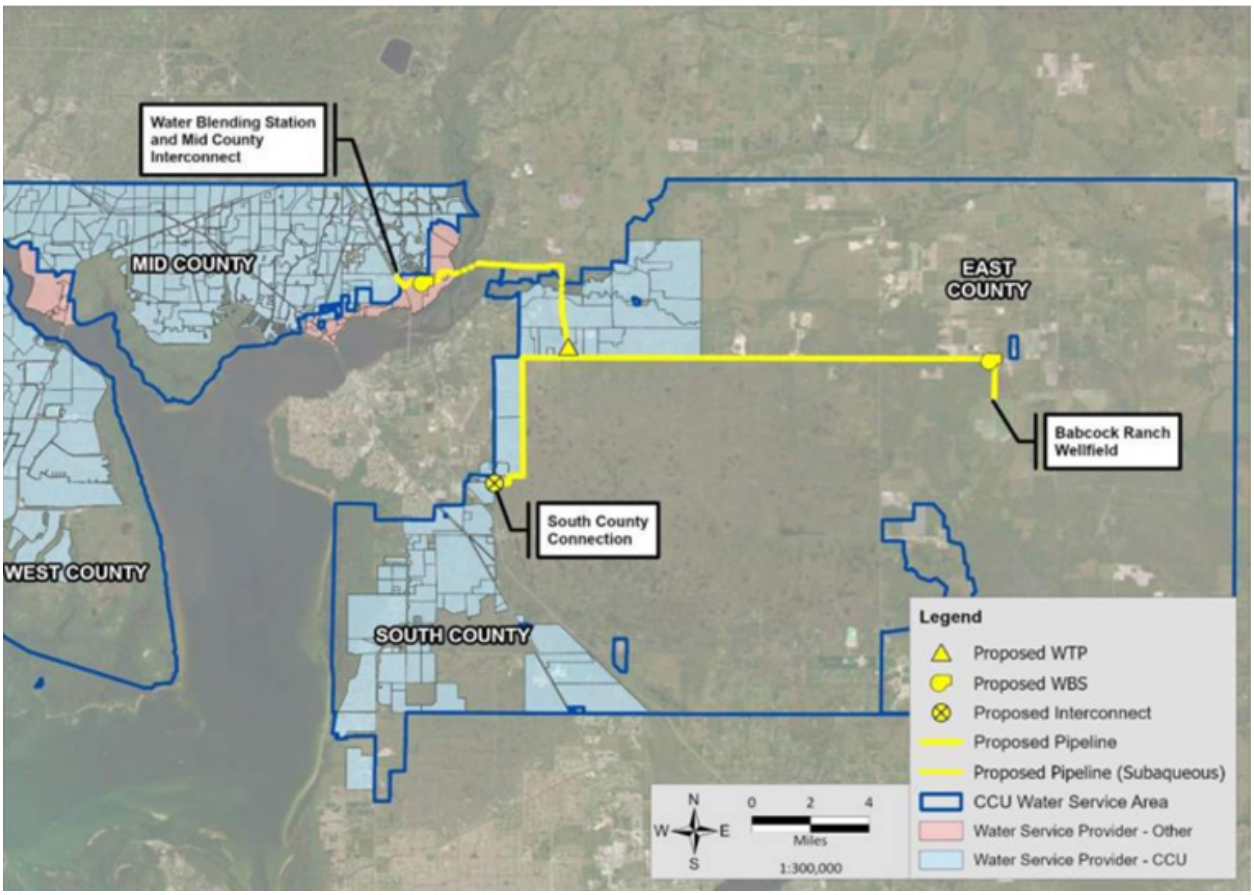
5.3.5 Babcock Ranch Wellfield and RO WTP

Charlotte County's 2023 Potable Water Master Plan (Jones Edmunds, 2023) evaluated several potential water supply options to meet future demands. One potential option is developing a new water supply source at the Babcock Ranch Preserve, an expansive area covering 56,000 acres in the County's east region.

In 2005, Kitson & Partners entered into an agreement with the State of Florida, selling a majority of Babcock Ranch land for conservation efforts, while retaining a portion to develop the Babcock Ranch community. As part of the agreement, Charlotte County was granted the right to use the land for public water supply development, subject to the terms of the executed agreement. However, the agreement imposes certain limitations on infrastructure development, particularly concerning the withdrawal of groundwater. The land is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. Subject to the approval of the Trustees, and pursuant to an Interlocal Planning Agreement for the Babcock Ranch, dated December 2005, (IPABR), Charlotte County is authorized to develop public water supply and infrastructure consistent with certain limiting conditions. Among the limiting criteria is a requirement that public water supply use be confined within Charlotte County. Notably, any WTPs must be constructed offsite, away from the Babcock Ranch Preserve.

In 2011, Charlotte County applied for and was granted a 20-year "secondary" WUP for the Babcock Ranch Wellfield. This permit authorizes emergency-based water withdrawals, with an annual maximum withdrawal of approximately 1.0 mgd and a monthly maximum of 3.0 mgd. The current WUP also permits the construction of three proposed groundwater withdrawal wells to support the future water supply needs. However, at this time, no Charlotte County infrastructure is in place near Babcock Ranch, aside from the monitoring and sampling wells that were installed during the WUP application process.

The current WUP expires in December 2031. The Babcock Ranch Water Supply Study (Johnson Engineering, 2022) suggested that the Babcock Ranch water supply could yield up to 32 mgd of raw water from the UFA. Developing this new water supply would also necessitate the permitting and construction of a new RO WTP and supporting infrastructure. As outlined in the report, treating brackish water from the Babcock Ranch Wellfield will require an RO process due to the elevated background levels of TDS (1,500 mg/L) and chloride concentrations exceeding 600 mg/L, based on historical well water quality data. The project would also include transmission mains, water booster stations, and additional components to connect to the Port Charlotte or Burnt Store water systems. The proposed wellfield is approximately 21 miles from the Port Charlotte connection and 24 miles from the Burnt Store connection. Refer to **Figure 5.6** for the conceptual layout of the supply project.



Source: Charlotte County Potable Water Master Plan Update Final (Jones Edmunds, 2023)

Figure 5.6 Proposed Babcock Ranch Water Supply Concept

The County's Master Plan suggests an initial finished water capacity of 8 mgd annual average daily flow (AADF), with planned expansions to 16 mgd and 24 mgd AADF in the future. Corresponding to these finished water yields, groundwater withdrawals are projected to be 10.7 mgd, 21.3 mgd, and 32 mgd, respectively. The County submitted a WUP Application to modify is current Babcock WUP accordingly in December 2024. The modification request included increases in the annual and monthly allocations. Assuming approval of the WUP modification application as presented, the County's Water Master Plan outlines development of the 8 mgd WTP to occur from 2026 to 2035, with the 16 mgd facility being developed between 2036 and 2040, and the 24 mgd facility planned for after 2045. The costs encompass the following infrastructure assets:

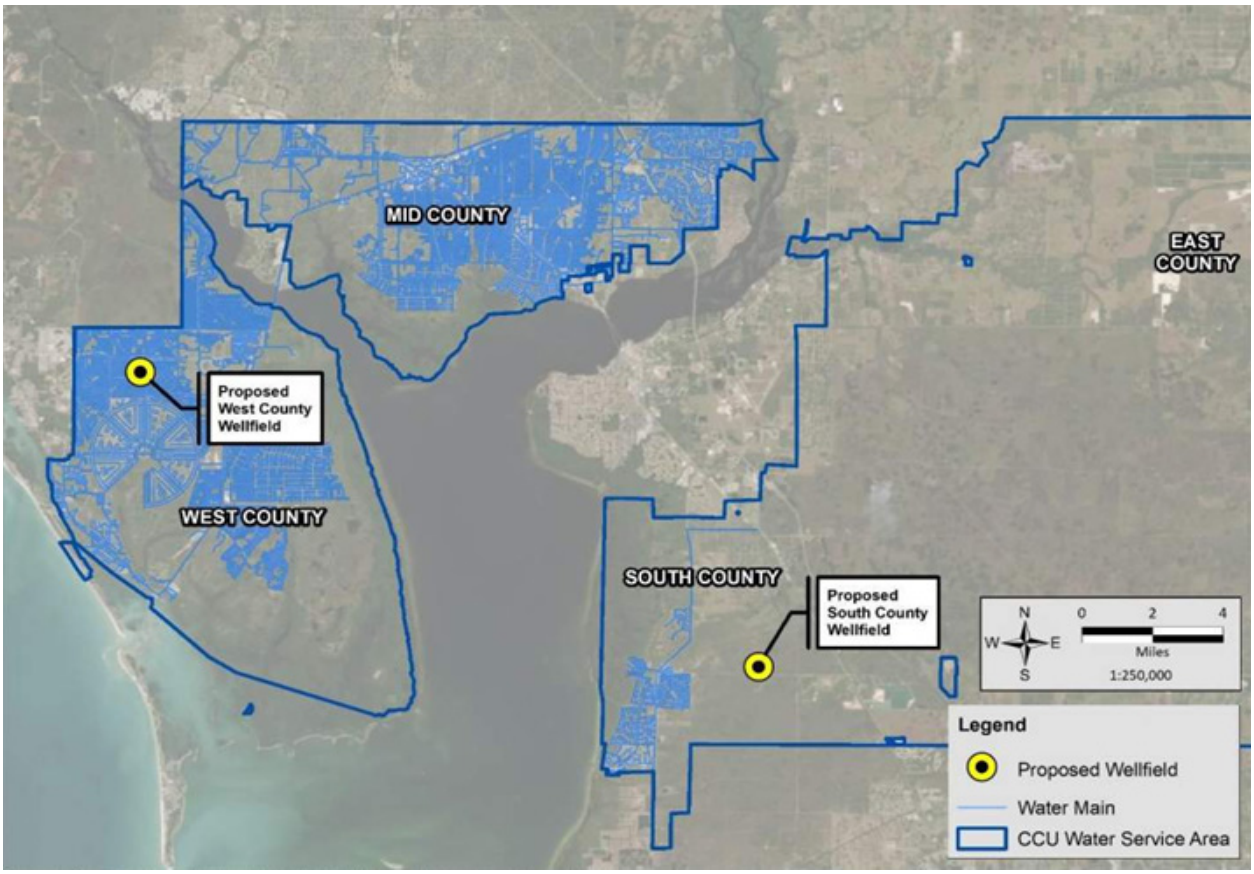
- Babcock Ranch Wellfield: Groundwater withdrawal wells and associated piping.
- Raw Water Booster Station: Facility to boost water pressure and transmission main to transport raw water from the wellfield to the new RO WTP.
- RO WTP and RO concentrate disposal well(s).
- Finished Water Transmission Mains: Infrastructure to deliver treated water to Mid County and/ or South County, including new subaqueous Peace River crossing to Mid County.
- Water Source Boosting Station in Mid County.

The cost estimates developed for Babcock Ranch are currently conceptual, reflecting the many uncertainties surrounding the design. Key variables such as the number and capacity of groundwater withdrawal wells, the complete WTP treatment process, and the number of concentrate disposal wells remain undefined. As the County advances this project, more detailed cost estimates are expected to be developed.

The planning-level cost for this project is based on the cost provided in the County's 2023 Potable Master Plan for the 8 mgd facility and eventual expansion to 16 mgd, adjusted to 2024 dollars. The estimated total capital cost is projected to be $357.23 M. When amortized over a 30-year lifespan at an annual interest rate of 5 percent, the unit capital cost for is expected to be $3.98 per 1,000 gallons of treated water. The estimated total annual O&M cost for this concept is $9.67 M, resulting in a unit O&M cost of $1.66 per 1,000 gallons of treated water. These values are conceptual and subject to change as the project proceeds into the design stages.

5.3.6 Charlotte County Wellfields

Charlotte County has conducted evaluations to identify the most feasible locations for expanding groundwater supply in the areas served by the Port Charlotte Water System and the Burnt Store Water System, which are located in West County and South County, respectively. **Figure 5.7** provides an aerial for the proposed locations.



Source: 2023 Charlotte County Potable Water Master Plan Update – Final, Jones Edmunds

Figure 5.7 Proposed Charlotte County Wellfield Locations

5.3.6.1 West County RO WTP and Wellfield

The 2008 Countywide Reverse Osmosis Feasibility Study (Malcolm Pirnie, 2008) evaluated over 200 potential parcels for production well locations based on various criteria. Among these, the most viable water withdrawal site for the Port Charlotte Water System was located at 11935 Waterman Avenue in the West County area. Hydrogeologic conditions at this site demonstrate the potential to withdraw up to 5 mgd and the County already owns the parcel, making it an ideal candidate.

The Charlotte County 2023 Potable Water Master Plan suggested the construction of an NF/RO treatment facility based on historical groundwater quality. The facility could be located at the County's Rotunda water boosting station to leverage existing infrastructure. Assuming 20 percent treatment losses, conceptually the facility could produce approximately 4 mgd of finished water at this location.

The planning-level costs for this project were not included in the Charlotte County Potable Water Master Plan.

5.3.6.2 South County Wellfield (Burnt Store)

The South County area remains largely undeveloped, presenting significant opportunities for future water supply expansion. The Burnt Store WTP is permitted to install four additional wells to increase its current capacity. These wells, which are part of its WUP, are permitted to yield approximately 1.3 mgd on an annual average basis total. To minimize salinity issues, the County's Master Plan indicates these wells should be located further east, away from the coast, where groundwater salinity tends to be lower. The new wells would likely be located northeast of the current wells along Zemel Road, and additional raw water transmission mains would be required to transport water to the Burnt Store WTP for treatment.

Though not included in the costs below, it is important to note that Burnt Store WTP may require additional design considerations if an increased volume of raw water is to be conveyed to the facility. According to the County's Master Plan, while the permitted maximum day capacity for the Burnt Store WTP is specified as 3.61 mgd in historical design documents, the 2021 FDEP Sanitary Survey listed a design capacity of just 1.127 mgd. This discrepancy in capacity could have significant implications for the timing and scope of any planned expansion. The Master Plan recommended that Charlotte County conduct a comprehensive study to accurately determine the true capacity of the Burnt Store WTP's major components. This would help identify the necessary upgrades to accommodate the expanded capacity and verify the WTP can properly handle increased water volumes. Additionally, it was recommended that attention be given to the plant's ability to manage concentrate disposal flows.

For the South County wellfield, preliminary cost estimates were developed in the Potable Water Master Plan and escalated to 2024 dollars. These costs included the following infrastructure:

- Four Groundwater Wells: 12-inch diameter wells.
- Raw Water Main: Connect approximately 25,000 linear feet of existing transmission main to the proposed wellfield expansion.

The estimated total capital cost is projected to be $16.48 M. When amortized over a 30-year lifespan at an annual interest rate of 5 percent, the unit capital cost is expected to be $2.26 per 1,000 gallons of treated water. The estimated total annual O&M cost for this concept is $0.66 M, resulting in a unit O&M cost of $1.39 per 1,000 gallons of treated water.

5.3.7 Manatee East County Wellfield

The Manatee County East County Wellfield is an existing source permitted under the County's consolidated WUP (No. 20013343.005), with an authorized AAD withdrawal of 18.386 mgd and a PMD withdrawal of 20.736 mgd. Within this allocation, the wellfield includes a conjunctive use capacity of 4.75 mgd derived from reallocated Floridan aquifer quantities.

These 4.75 mgd in new Floridan quantities are eligible for withdrawal at the East County Wellfield to provide operational flexibility but do not increase the total permit allocation. This flexibility is contingent on the continued delivery of at least 4.0 mgd of reclaimed water to Schroeder-Manatee Ranch. If reclaimed deliveries fall below this threshold, the allowable Floridan withdrawals at East County are reduced to 2.4 mgd for conjunctive use purposes. Should future demand projections indicate the need for additional supply, the County may apply for a permit modification to convert all or part of the 4.75 mgd flexibility into an increase in the total permit allocation.

In its 2025 Projected Water Demands and Sources of Supply report submitted in January 2025, the County indicated the potential to obtain an additional 4.0 mgd from the East County Wellfield by 2033. This anticipated capacity could potentially be realized either through submitting a WUP modification application for increased use of the conjunctive capacity or by expanding the wellfield's infrastructure to support higher withdrawal volumes.

5.3.8 City of North Port Southwest RO WTP Expansion

The City of North Port Southwest WTP was officially unveiled in July 2023. The facility located off Manasota Beach Road is commonly referred to as the West Villages WTP as it serves customers of the West Villages Improvement District. It has a finished water capacity of 2.0 mgd. The treatment process is RO with a pressure exchanger. Although the City just secured an additional 2.0 mgd in allocation from the Authority for the SWSEP, the City may expand the facility from 2.0 to 5.0 mgd in the future.

5.4 2020 Plan Concepts Carried Forward with Minimal Progress or Action

Projects not yet discussed in this report that were included in the 2020 Plan are presented below. Authority projects are listed first, following by projects that that have made some progress since the previous plan are listed first, followed by those with no progress, arranged according to their likelihood of moving forward.

5.4.1 Peace River Facility ASR Wellfield Expansion

In the 2020 Plan, the Authority proposed expanding the treatment capacity of the PRF WTP by 4.5 mgd and adding 12 new ASR wells. The Authority's WUP authorizes the use of 47 ASR wells distributed among two ASR wellfields. ASR Wellfields No. 1 and 2 consist of a total of 21 existing ASR wells, nine within Wellfield No. 1 and twelve within Wellfield No. 2. The remaining 26 ASR wells have not yet been constructed but are authorized by the WUP. However, 18 of them are located within the proposed footprint of the PR3 Reservoir project.

The Authority is currently moving forward with a 24 mgd expansion of the PRF, and is also exploring the feasibility of implementing a PTSW ASR. Outcomes of the PRF expansion and PTSW pilot testing will significantly influence the design and plans for additional ASR wells. Should ASR expansion look promising for enhancing water supply storage, and such operations appear consistent with applicable regulations, it is anticipated that the current WUP-authorized wellfield layout would be modified to optimize ASR operations. Modification of the Authority's UIC permit would also be required.

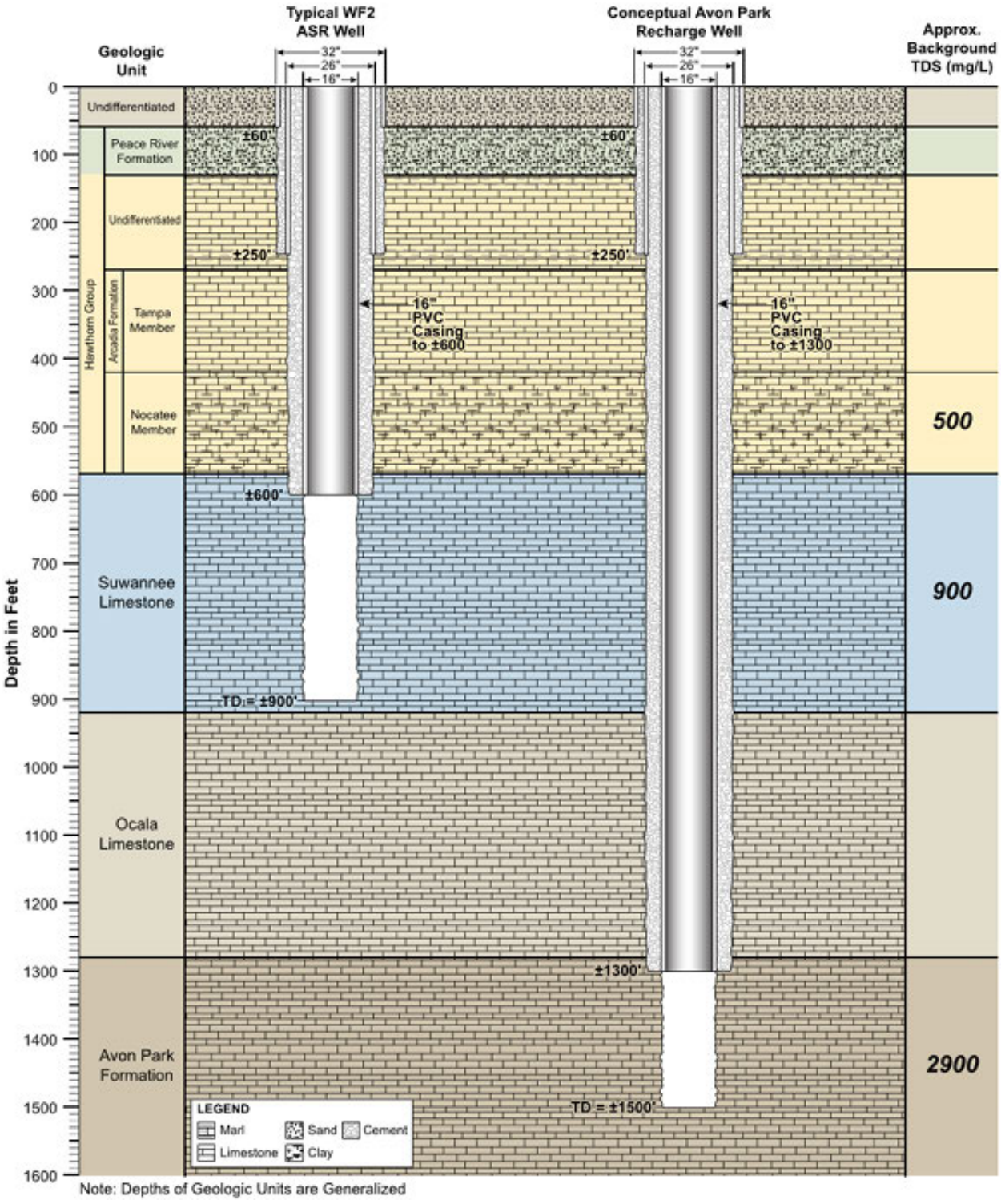
Additionally, the design of the wellfield expansion could strategically position the wells within the property boundary and appropriately space them to mitigate the potential upward movement of saline water from below the ASR storage zone during recovery events. While some influx of water from deeper sources is anticipated, which may lead to increased TDS concentrations during extended recovery periods, this issue could potentially be addressed through various aquifer recharge options.

The estimated total capital cost for the PRF ASR Wellfield Expansion is unknown at this time due to the uncertainty of the number and location of new wells. An O&M cost was not generated as future policy changes at FDEP or USEPA modifying its position on ZOD or WQCE for primary drinking water standards could reduce O&M costs significantly as disinfection treatment would no longer be required.

5.4.2 Peace River Partially Treated Surface Water Aquifer Recharge

To impede saline water upcoming, improve recovered groundwater quality (and therefore the recovery efficiency) from the PRF ASR wells, aquifer recharge of PTSW beneath the ASR wellfields is a concept that is under consideration. Due to an increased head gradient created between the ASR storage zone and the underlying APHPZ created during recovery events, upconing of poor-quality water is observed. Conceptually, the installation of a PTSW Aquifer Recharge well in the permeable zone below the ASR zone (the APHPZ) could potentially displace the brackish native water and provide a protective freshwater barrier beneath the wellfield. This could reduce the rate and magnitude of salinity increases observed during recovery, allow for greater recovery efficiency from the ASR wells, and result in a more robust and reliable ASR supply when needed.

The feasibility of implementing this option would require the injection of PTSW to be acceptable to FDEP for the targeted aquifer recharge zone, as the cost of potable water recharge would be too expensive, and the dedication of potable water for aquifer recharge would take up needed treatment capacity at the PRF. Treatment costs of water invested below the ASR wellfield would need to be minimized to make this option feasible. For this concept to be permittable either the receiving groundwater would need to be classified as G-IV or a ZOD or WQCE would need to be authorized. **Figure 5.8** provides a construction concept for an aquifer recharge well as compared to a typical profile of a WF2 ASR well at the PRF. The potential effects of implementing this PTSW AR concept upon the future PRF Brackish Groundwater RO project also warrants further consideration.



Source: 2020 Integrated Regional Water Supply Plan, HDR

Figure 5.8 Conceptual Avon Park Aquifer Recharge Well

Aquifer recharge may be considered an AWS benefit by maintaining water levels in the UFA which is heavily utilized by agriculture in the region. This concept may qualify for SWFWMD cooperative funding or it could provide the Authority with an opportunity to obtain new quantities of groundwater through demonstration of a Net Benefit. Since there is minimal treatment expense, the operational cost of recharging excess surface water from the Peace River during peak flows (that would otherwise be lost to tide) to supplement the UFA could be similar to the operational cost of pumping the excess surface water to an above-ground reservoir system.

The APHPZ is a high-capacity aquifer recharge zone that should not be overly susceptible to well plugging due to total suspended solids (TSS) loading in the well. For planning purposes, each recharge well should conservatively provide recharge rates of 5 mgd or greater. One, or possibly two recharge wells are expected to be sufficient beneath each ASR wellfield to fully implement the aquifer recharge concept at the PRF. One or more recharge zone monitoring wells per recharge well may also be needed. One APHPZ test ASR well currently exists at the PRF, which could serve as either the initial aquifer recharge test well or as a distal recharge zone monitoring well for a recharge well installed beneath ASR Wellfield No. 2. Planning level costs were determined for the PRF Aquifer Recharge based on individual estimation of the following components:

- One Avon Park Recharge Well.
- One Avon Park Monitoring Well.
- Piping and Miscellaneous.

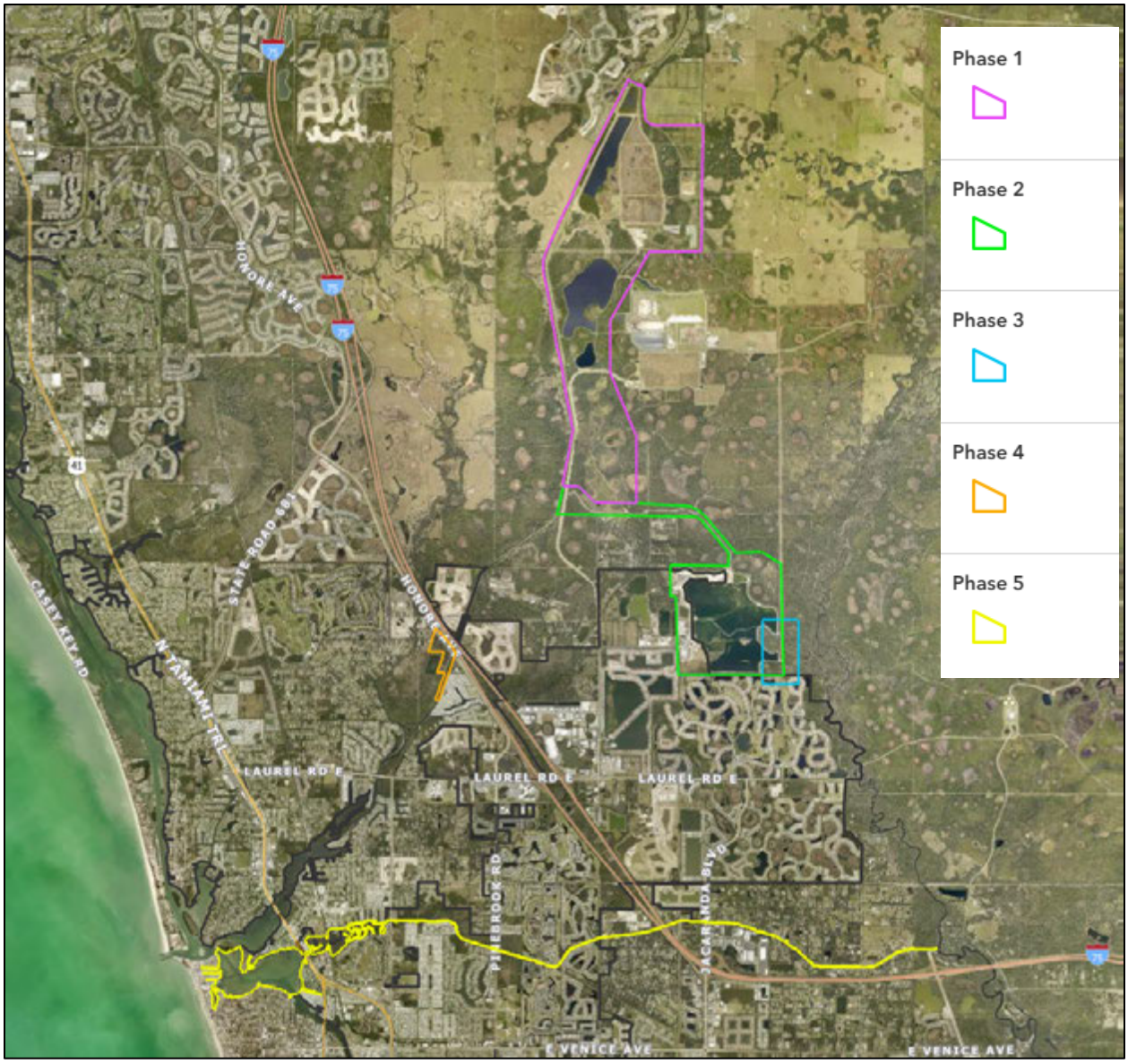
The estimated total capital cost and O&M costs are expected to be $6.0 M and $0.07 M, respectively.

Implementation of the PTSW Aquifer Recharge system into the APHPZ would require close coordination with brackish groundwater development at the site. This would ensure optimization of the ASR operations, aquifer recharge, brackish groundwater system, and deep injection well program for concentrate disposal. It should be noted that similar potential opportunities to demonstrate a "Net Benefit" and secure additional brackish groundwater wellfield quantities might also be worth pursuing in relation to fully treated surface water ASR that has been and will continue to be left underground and not withdrawn in the future.

5.4.3 Cow Pen Slough (Dona Bay Watershed) Surface Water Facility

Dona Bay receives water from several tidal creeks – Fox Creek, Shakett Creek, and Salt Creek – as well as the Cow Pen Slough, which is part of the Myakka River watershed. The Cow Pen Slough, diverted into Dona Bay via the manmade Cow Pen Canal in the 1960s, significantly altered the hydrology of the region. This diversion expanded the Dona Bay watershed from 15 to 75 square miles and introduced a substantial increase in freshwater inflow, forever changing the bay's salinity dynamics and impacting the natural ecosystem that had existed before the canal's construction. As a result, salinity levels in Dona Bay became more variable, altering the bay's ecological balance.

In response to these changes, Sarasota County, in collaboration with the SWFWMD, initiated a multi-phased restoration plan in 2007 to restore the natural systems of the Dona Bay watershed. This effort seeks to mitigate the impacts of increased freshwater input and salinity fluctuations, while improving water quality and ecosystem health. **Figure 5.9** provides an aerial for the locations of the phases.



Source: Sarasota County Water Quality Initiatives Website, November 2024

Figure 5.9 Dona Bay Restoration Project Phases

Phase 1 of the restoration, completed in 2017, focused on diverting a portion of the flow from Cow Pen Slough through restored, meandering wetlands that serve as natural filtration systems (1,000-acre storage creation). This modification of control structures and water conveyance provided numerous ecological benefits, improving water quality and reducing nutrient loads. It is reported that the project reduced nitrogen input to Dona Bay by over 18,000 pounds annually, demonstrating the positive impact of the restored wetlands on water quality.

Phase 2, completed in 2024, involved the repurposing of the former Venice Minerals Mine borrow pit into the Dona Bay Surface Water Storage Facility. This large-scale regional stormwater storage area (345-acres) will not only help reduce the volume of stormwater entering Dona Bay, but also serves as a potential future source of public drinking water. The project reduces stormwater volume by approximately 9.21 acre-feet and removes an additional 940 pounds of nitrogen load annually. The facility receives diverted flows downstream from the Pinelands wetland area through a 72-inch pipeline, where the water is stored and naturally treated before being rerouted back into the Myakka River Basin. These two phases work in tandem to reduce nutrient levels, mitigate peak freshwater flows, and enhance the bay's water quality by increasing the residence time of diverted surface water. The County had listed the Dona Bay Storage Facility under its potable water CIP in FY2023, but as of FY2024, the project was no longer anticipating receiving funding through FY2029. This project may be reevaluated as it offers a potential water supply source, especially considering its relative proximity to the Carlton WTP.

Phase 3 will explore the potential for an aquifer recharge system to recharge excess Cow Pen Slough flow to the aquifer and prevent this flow from entering the Bay. The project is currently in the study phase, which includes surface water monitoring and data analysis to determine the appropriate number of recharge wells needed. The analysis will help guide the design of the recharge system. Water quality sampling and the construction of a test well are also part of this phase to ensure the project's viability. The exploratory well is expected to be drilled in the summer of 2025. The decrease in freshwater going into Dona Bay is expected to improve salinity and reduce nitrogen input by approximately 150,000 pounds. This project could also potentially offset the impacts of Carlton Wellfield potable groundwater withdrawals and assist with wellfield management, particularly with impeding saline water upconing.

Phase 4 focused on rehabilitating the King's Gate Control Structure located in Cow Pen Slough behind the King's Gate neighborhood. This phase involved replacing two gates that regulate the flow of water from Cow Pen Slough to Dona Bay, as well as upgrading the control mechanisms. This was completed in late 2023.

Phase 5 aims to reduce the amount of freshwater flowing from the Myakka River through the Blackburn Canal into Roberts Bay. The first step will be conducting a feasibility study to determine the most effective location and type of water flow restriction to place in Blackburn Canal. The County has initiated the process of hiring a consultant to conduct the study, which will help guide the implementation of future flow management strategies. The Blackburn Canal potential project is discussed in **Section 5.4.6**.

Revisiting Phase 2, Sarasota County potentially could develop an additional 5 mgd water supply by adding a reservoir pump station and raw water transmission main from the Venice Minerals Reservoir to the Carlton Reserve site for treatment in a new water treatment facility.

The County has indicated that this project is unlikely to move forward within the planning horizon, and as such, no estimated cost is included in this report.

5.4.4 Upper Myakka River Surface Water Treatment Facility and Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept

The upper Myakka River watershed (system), particularly Flatford Swamp, has been studied extensively by the SWFWDD. Long-term average streamflow in the Upper Myakka River Watershed has increased over the past several decades due to a combination of anthropogenic factors, including but not limited to agricultural irrigation. These flow increases have resulted in higher water levels and the prolonged

inundation of Flatford Swamp, which historically flooded only seasonally. To determine the cause of tree mortality in Flatford Swamp, the SWFWMD conducted studies that concluded that there is excess water from agricultural groundwater pumping and enhanced surface water drainage.

5.4.4.1 Upper Myakka River Surface Water Facility Project

Over the past two decades, numerous studies have explored the potential for developing surface water supplies within the upper Myakka River watershed, including the Source Water Feasibility Study for the Upper Myakka River, Shell and Prairie Creeks, and Dona Bay Watersheds (PBS&J, 2009). As proposed in the 2015 IRWSP, the Upper Myakka River Surface Water Facility Project would capture excess surface water flows for storage in a large off-stream reservoir in the vicinity of Flatford Swamp, and would transport raw water from the reservoir to a coastal water treatment facility located about 20 miles westward.

Historically, water quality in the tributaries of the upper Myakka River watershed has commonly exceeded the TDS drinking water standard due to agricultural runoff of upper Floridan Aquifer groundwater. As such, facility design for this concept would likely need to incorporate a membrane or ion exchange treatment process (unless a sufficient freshwater source was available for blending). Another challenge for this project concept is the significant variability in streamflow within the upper Myakka watershed. The stream experiences extended periods of low or no flow, followed by short bursts of high flow in response to local rainfall events. This variability complicates the process of sizing treatment facilities to accommodate both the short-term high flows and prolonged dry periods. To address this, a conjunctive use approach could be evaluated, utilizing a reservoir as a surface water source in conjunction with groundwater withdrawals to supplement water availability during times of low flow.

The potential location for the off-stream reservoir was proposed near Flatford Swamp, with an intake capacity of 60 cfs and storage capacity ranging from 5.9 to 6.2 BG. Based on these parameters, the yield of the upper Myakka system was estimated at 10 to 11 mgd (PBS&J, 2009). In the 2020 Plan, the SWFWMD proposed an alternative idea where excess surface water would be injected into the UFA. Since 2020, the latter concept has become the primary project alternative related to the upper Myakka watershed and Flatford Swamp as described below.

5.4.4.2 Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept

Flatford Swamp is located within the SWUCA, near the MIA, and reducing saltwater intrusion in the area is a primary component of the SWFWMD's SWUCA Recovery Strategy. As an alternative to solely recapturing excess surface waters to serve as a water supply, the SWFWMD has also been investigating potential means by which recovery of groundwater levels in the MIA (i.e., the Saltwater intrusion Minimum Aquifer Level or "SWIMAL") and environmental systems in Flatford Swamp can be accomplished in an integrated and mutually beneficial manner. This conceptual project is referred to within this IRWSP as the "Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept". The name of this project is used interchangeably with SWFWMD's name for this same project, i.e., "Flatford Swamp Aquifer Recharge Initiative".

In 2016, the SWFWMD applied for a Class V, Group 2 FDEP Underground Injection Control (UIC) permit to construct and operationally test a partially treated surface water AR well system at the Flatford Swamp site. The FDEP subsequently issued UIC Well Construction Permit No. 344918-001-UC/1R to SWFWMD in February 2017. In 2017, the SWFWMD published a report entitled "Flatford Swamp Conceptual Design

Evaluation Final Report". The report provided a conceptual design of an aquifer-recharge (AR) program to intercept surface water and divert it to recharge the Upper Floridan aquifer (UFA) through Class V, Group 2 AR wells at Flatford Swamp. The project is located on land owned by SWFWMD and is approximately 3 miles east of the MIA. The conceptual design of the project would help MIA recovery efforts by restoring the groundwater potentiometric surface elevations, while simultaneously restoring the historical hydroperiod and environmental systems of Flatford Swamp.

The authorized recharge well and three monitoring wells were constructed between March 2018 and March 2019. Native water quality in the recharge zone is approximately 1,520 milligrams per liter (mg/L) Total Dissolved Solids (TDS). In December 2021, the SWFWMD filed a request for renewal of the Class V Construction and Operational Testing UIC Permit. The wells had been installed but no injection testing had yet been initiated. Since that time, the SWFWMD has constructed a treatment system and associated facilities and conducted operational testing. At the time of publication of this report, the SWFWMD is continuing to pursue issuance of the Operational Testing UIC permit.

SWFWMD's "Flatford Swamp Aquifer Recharge Initiative" is a potential SWFWMD Water Resource Development (WRD) project that proposes passively recharging excess flows within the Upper Myakka Watershed at Flatford Swamp into the UFA. These excess flows, estimated at approximately 10 mgd AADF from the Upper Myakka system, would be diverted through Coker/Ogelby Creek, Myakka River at Taylor Road, and Maple Creek to recharge the UFA's Avon Park High Permeability Zone (APHPZ) via five recharge wells. These wells would be located between 950 and 1,150 feet below land surface (Jones Edmunds, 2016). The full-scale recharge concept could eventually be phased to achieve maximum recharge rates of 15 mgd or more during wet weather flows. However, it is anticipated that the recharge system will need to transition from passive to pumped operations as the performance of the recharge wells declines over time

Conceptually, it is assumed that a new groundwater supply of 5 mgd could be developed, predicated on receiving groundwater credits for at least 50 percent of the anticipated Flatford Swamp surface water recharge quantity of 10 mgd AADF and the associated recovery of UFA water levels. It should be noted that, depending upon the degree of recovery from injection and the effects upon the SWIMAL of the new wellfield withdrawals, it may be possible to secure a permit that allows for groundwater withdrawals of up to 90 percent, rather than only 50 percent. The SWFWMD anticipates approximately 18 months of testing will be needed to determine the viability of the project. Once the pilot study is completed, a proof-of-concept determination will be made. The number of wells, potential injection flow rates and volumes as well as cost estimates for design, permitting and construction of the system should also be determined. In addition, groundwater modeling should be completed to confirm the percentage of recharged water achievable for groundwater credits.

Discussions with SWFWMD would be required to fully understand the process for quantifying the Net Benefit that could be realized from the project and how to convert them into a potential public water supply, and the Authority's role in operating the system. SWFWMD has stated that they would prefer not to take responsibility for operating the AR system and are interested in exploring the feasibility of a potential partnership with the Authority to do so. Once operational testing of the pilot project is complete, SWFWMD will prepare a report that summarizes the results of the operational testing and provides a proof of concept determination.

In considering the potential reliability of this project, it should be recognized that the SWFWMD's implementation procedure calls for the SWIMAL to be used to gauge the overall status of the

groundwater resource with respect to saltwater intrusion in the region. SWFWMD's 2002 report entitled Saltwater Intrusion and the Minimum Aquifer Level in the Southern Water Use Caution Area states:

> *Determining the status of the resource will be based on comparison of the average water level over the MIA for 10-year moving windows of time with the minimum level. The objective of the district's management efforts is for the 10-year moving average to fluctuate in a range above the minimum level. It is proposed that the minimum level will have been achieved if the 10-year moving average has fluctuated above the minimum level for a minimum of 5 consecutive years. The goal is to ensure that the system is truly fluctuating above the minimum level and this is not a transient or abnormal condition. It is proposed that, the minimum level has not been met when the 10-year moving average has fallen below the minimum level for more than 2 consecutive years.*

It should be noted that a potential wellfield does not necessarily need to be co-located with the recharge facilities at Flatford Swamp since the recovery of the SWIMAL considers the entire area within the MIA. Conceptually, the wellfield location could be located anywhere within the Authority's service area. However, certain locations may potentially yield greater quantities of groundwater supply than others due to proximity to the MIA and site-specific and regional hydrogeologic characteristics. Further some wellfield locations may be more desirable due to proximity to existing or proposed regional treatment facilities and transmission systems. As a result, the quality of the wellfield's groundwater source could potentially be fresh or brackish, depending upon the selected wellfield location. Further consideration of the foregoing issues as well as groundwater flow modeling will be required to further refine this concept.

For preliminary cost estimate purposes, a hypothetical 10 mgd fresh groundwater wellfield was considered for planning purposes. Such a wellfield may require up to 10 production wells averaging 1 mgd each and conventional water treatment facilities capable of treating up to 10 mgd of fresh groundwater. The fresh groundwater will need to be treated for hydrogen sulfide through aeration, softened to remove hardness, and disinfected prior to distribution. Since an inland fresh groundwater source was assumed, for conveyance, this concept assumed approximately 20 miles of 24-inch transmission main may be required to tie into the regional transmission system.

Planning level costs for the Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept were developed in the 2020 Plan with the following components and were escalated:

- A 10 mgd conventional treatment WTP.
- Approximately 20 miles of a 30-inch transmission main to deliver water for treatment at the new RO WTP.
- Ten Suwannee Limestone Production Wells and Monitoring Wells.
- Well Piping (5,000 linear feet) and Miscellaneous Infrastructure.

The estimated total capital cost for the Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept is expected to be $136.4 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost is expected to be $4.86 per 1,000 gallons of treated water.

The estimated total annual O&M cost for the Upper Myakka/ Flatford Swamp Net Benefit Groundwater Recovery Concept is expected to be $5.5 M. Based on the total annual O&M costs, the unit O&M cost is expected to be $3.03 per 1,000 gallons of treated water.

5.4.5 DeSoto County Brackish Wellfield and WTP

DeSoto County operates the DCI RO WTP, which provides water to the DCI and the Florida Civil Commitment Center (FCCC) operated by the Department of Children and Families. The County's WUP (20006841.011) allows for 821,600 gpd to be withdrawn.

Since the 2015 Plan, there were discussions surrounding the establishment of an interconnection between the isolated DCI area and the portion of the County's water system currently supplied by the Authority. However, limited discussions have taken place following the expiration of the Memorandum of Understanding between the Authority and DeSoto in 2017.

The DCI Water Supply Evaluation Report (Weiler Engineering, 2022), outlines several challenges that the DCI system has been experiencing. These include severe restrictions placed by SWFWMD on withdrawals from the Intermediate Aquifer and the worsening water quality in the existing wells. These challenges are further discussed in the DCI Alternative Supply Feasibility Study (company, 2022).

The feasibility study considered multiple alternatives, with the first focusing on the addition of new wells at the facility. However, prior studies indicate that it is unlikely that future well permits from the Intermediate Aquifer will be issued. The existing UFA wells have been experiencing declining water quality, leading to an increase in RO concentrate. The study also explored the possibility of connecting to the City of Arcadia or the Authority's system, with the latter selected as the preferred alternative.

While the DeSoto County Brackish Wellfield remains a potential option, recent developments regarding wellfield performance indicate it may no longer be a viable source. Nevertheless, the 2020 Plan included the components for a potential water treatment facility:

- Expansion of the existing groundwater wellfield at the DCI site, with a goal of producing 5 mgd from six Suwannee Limestone production wells (located below the HAS) and producing 1 to 2 mgd from three HAS production wells.
- Construction of a 4 mgd RO facility to treat brackish water from the Suwannee Limestone permeable unit (assuming a 20 percent treatment loss, the treated water yield will be 4 mgd).
- Blend 1 to 2 mgd from the HAS with the RO facility permeate prior to degasification and chemical post-treatment, resulting in 5 to 6 mgd of finished water.
- Installation of two deep well injection wells and monitoring wells.
- Construction of a 10-mile 16-inch transmission main, including a booster pump station, to connect the DeSoto County system to the Authority's regional transmission system through the County's existing transmission mains.

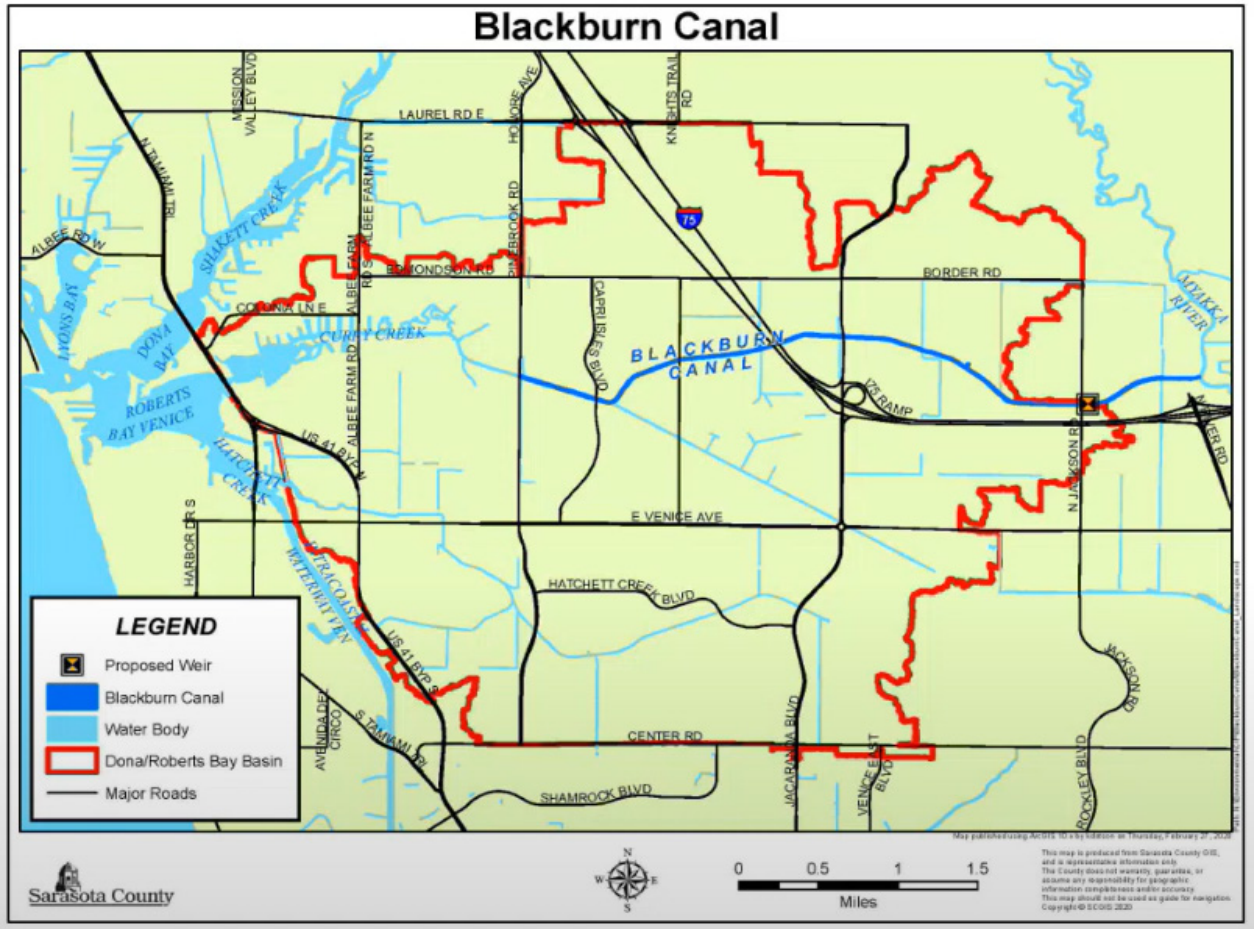
The estimated total capital cost for the DeSoto County Brackish Wellfield and WTP presented in the 2020 Plan was escalated using ENR cost indices and is expected to be $94.4 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost for the DeSoto County Brackish Wellfield is expected to $3.37 per 1,000 gallons of finished water.

The estimated total annual O&M cost is expected to be $5.7 M for 4 mgd of finished potable water supply. Based on the total annual O&M costs, the unit O&M cost for the DeSoto County Brackish Wellfield and WTP is expected to be $3.10 per 1,000 gallons of finished water.

5.4.6 Blackburn Canal Surface Water System

The 2015 Plan developed a water supply concept for up to 5 mgd of yield from the Blackburn Canal System. Similar to the Cow Pen Canal diversion of freshwater from Cow Pen Slough to Dona Bay, the Blackburn Canal was constructed in the 1950s and 1960s to divert flood waters from the Myakka River watershed to the tidal Curry Creek and Roberts Bay. As part of construction, Curry Creek was straightened and deepened to create an adequate hydraulic connection between Blackburn Canal and Roberts Bay. Because of this diversion, Roberts Bay began receiving approximately 2.5 times more freshwater than historically contributed. As a result, Roberts Bay has experienced a significant decline in seasonal salinities and historic native ecology.

No further action is known to have been taken to develop this water supply concept; it is likely that diversion and use of this freshwater flow could provide a significant benefit to the restoration of Roberts Bay. However, it is important to note that Phase 5 of the Dona Bay Watershed Restoration Project aims to reduce the volume of freshwater flowing from the Myakka River into the Blackburn Canal, which ultimately directs water to Roberts Bay. Given that this phase will limit the freshwater entering Blackburn Canal, using a weir, the Blackburn Canal Surface Water System appears to be less feasible. **Figure 5.10** shows the location of the proposed weir.



Source: Sarasota County Presentation on November 30, 2023

Figure 5.10 Blackburn Canal with the Dona Bay Watershed Restoration Phase 5 Proposed Weir

An MFL for the lower Myakka River was established in 2011 and is not currently scheduled for reevaluation. Despite the reduced likelihood of this project moving forward, the concept is still being considered. It may be feasible to locate a surface water facility between the weir's location and the Myakka River. The concept would involve the following components:

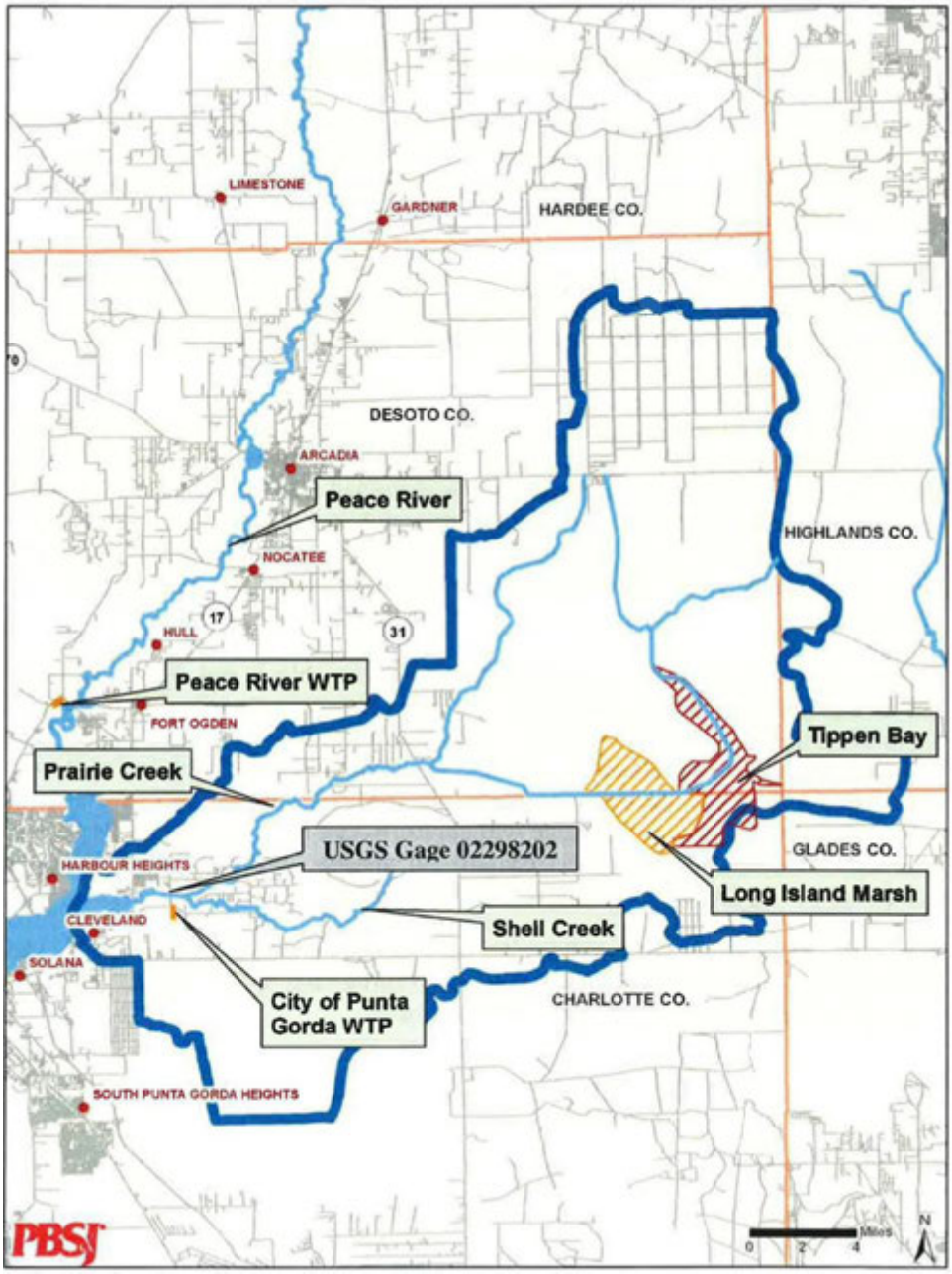
- 30 mgd Blackburn Canal Intake Structure.
- 3 BG Off-stream Reservoir.
- 5 mgd finished water capacity RO Treatment Facility.
- One Deep Injection Well for RO Concentrate.
- 16-inch transmission main and booster pump to interconnect to the regional system.

Planning level costs were determined for the Blackburn Canal Surface Water System based on individual estimation of the components described above and escalated from the 2020 Plan. The estimated total capital cost for Blackburn Canal is expected to be $216.17 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost for Blackburn Canal is expected to be $7.71 per 1,000 gallons of treated water.

The estimated total annual O&M cost for the Blackburn Canal is expected to be $8.6 M. Based on the total annual O&M costs, the unit O&M cost for Blackburn Canal is expected to be $4.74 per 1,000 gallons of treated water.

5.4.7 Shell and Prairie Creeks

The 2015 Plan identified Shell Creek and Prairie Creek as potential sources for up to 20 mgd of reliable surface water yield, suitable for membrane treatment due to the elevated TDS in the creeks during dry periods. In 2021, the Lower Shell Creek MFL was officially adopted. It is expected that MFLs will be established for both the Upper Shell Creek and Prairie Creek; however, a specific timeline has not been released. The establishment of these MFLs may impose limitations on the feasibility of a surface water treatment facility, as the MFL restrictions could impact available water quantities. For this reason, the 20 mgd capacity previously anticipated has been reduced to 15 mgd. **Figure 5.11** provides a map detailing the surrounding watershed area of the Shell and Prairie Creeks.



Source: Source Water Feasibility Study for the Upper Myakka River (PBS&J, 2009)

Figure 5.11 Shell and Prairie Creeks Watershed

The 2015 Plan recommended the following infrastructure:

- 6.5 BG reservoir in the lower watershed.
- 100 cfs maximum intake structure located near the confluence of Shell and Prairie Creeks.
- 15 mgd RO WTP near the City of Punta Gorda's Shell Creek WTP.
- 5 miles of a 36-inch transmission main to deliver water from the intake structure to the new RO WTP.
- Injection well system near the new RO WTP for concentrate disposal.

No action is known to have been taken since 2015 to advance this water supply option. While a cost has been updated for this concept, its feasibility for implementation is unlikely at this time.

The estimated total capital cost for the Shell and Prairie Creek Improvements was escalated since the 2020 Plan and is expected to be $532.20 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost for the Shell and Prairie Creeks is expected to be $6.32 per 1,000 gallons of treated water.

The estimated total annual O&M cost for the Shell and Prairie Creek Improvements is expected to be $21.3 M. Based on the total annual O&M costs, the unit O&M cost for the Shell and Prairie Creek Improvements is expected to be $3.89 per 1,000 gallons of treated water.

5.4.8 Carlton Regional Expansion

Since the 2020 Plan, groundwater modeling efforts to assess the impacts of shifting water withdrawals from the University Parkway (UP) Wellfield to the Carlton Wellfield, located outside the MIA, have been successful. Modeling results showed this relocation would improve groundwater conditions in the MIA and support SWUCA recovery efforts. Based on these findings, Sarasota County received authorization from the SWFWMD to reallocate UP Wellfield withdrawal quantities to the Carlton Wellfield, which increased the groundwater supply to the recently expanded EDR system (described in Chapter 2) and which also enabled the Authority to secure a WUP for the future PRF Brackish Wellfield.

There is also potential for VG Wellfield quantity relocation, which may allow an additional water supply at the Carlton Wellfield. As the County evaluates the relocation of the VG Wellfield, it is recommended the region closely monitor these developments. If the results remain favorable, conducting further preliminary modeling would be a prudent step to better understand the feasibility of developing new brackish groundwater facilities in the area. One potential water supply opportunity that could be explored is to develop an additional 5 mgd groundwater supply at the Carlton Memorial Reserve, coupled with a new EDR treatment process at the site, potentially as an Authority project completed in conjunction with Sarasota County. Assuming an 80 percent treatment efficiency for the EDR system, the finished water yield could be 4 mgd. The Carlton Regional Expansion assumes the following infrastructure:

- Six new production wells in the HAS, each with 1 mgd of production capacity.
- Three new EDR units, each with a finished water capacity of 1.5 mgd.
- One concentrate disposal well and a monitoring well.
- Miscellaneous piping to connect the new system to the existing infrastructure.

The estimated total capital cost for the Carlton Regional Expansion concept is expected to be $65.13 M based on escalating the 2020 Plan. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost is expected to be $2.90 per 1,000 gallons of finished water.

The estimated total annual O&M cost for the Carlton Regional Expansion concept is expected to be $3.9 M. Based on the total annual O&M costs, the unit O&M cost is expected to be $2.64 per 1,000 gallons of finished water.

5.4.9 Seawater Desalination

As outlined in the 2020 Plan, SWFWMD has consistently evaluated potential locations for seawater desalination facilities as part of its ongoing water supply planning since the 2006 Regional Water Supply Plan. These facilities were considered with a focus on alignment with adjacent land uses, proximity to existing public water transmission infrastructure, and the feasibility of permitting for RO concentrate disposal. SWFWMD also carried forward these potential seawater desalination facilities in their 2020 Regional Water Supply Plan – Southern Planning Region. Two locations were identified in the Authority's four-county area: one in Port Manatee and the other on an industrial site near the Venice Airport in Sarasota County. Both locations were assumed at 20 mgd of finished water capacity.

Though no further development of these concepts has taken place up until this point, the following infrastructure has been assumed so far:

- 440 mgd intake structure for seawater withdrawal, of which 40 mgd would be treated.
- 40 mgd RO treatment facility with an estimated 50 percent treatment efficiency, yielding 20 mgd finished water.
- A dilution ratio of 20:1, where the 20 mgd of RO concentrate is diluted with up to 400 mgd of seawater before being discharged back into the ocean.

Both the Port Manatee and Venice Airport sites were selected based in part on the fact that the proposed surface water intake locations are not designated as Outstanding Florida Waters (OFW) nor aquatic preserves, which would impose additional regulatory restrictions. However, any future site considerations will need to account for these important designations. Additionally, seawater withdrawals must mitigate potential environmental impacts, such as the entrainment of aquatic life, sediments, and effects on seagrass and hard-bottom communities (SWFWMD, 2010).

Furthermore, because seawater desalination requires a pretreatment process to prevent premature fouling of the RO membranes, the source water would typically be withdrawn through onshore wells, thus allowing the aquifer to act as pretreatment, followed by cartridge filters. As the salinity of the desalination concentrate is much higher than the source seawater, its disposal presents a potential risk to benthic communities. For this reason, the concentrate is disposed of in a well to prevent detrimental impacts to the ocean.

The Port Manatee site is located near a deep-water channel that could accommodate both intake and discharge infrastructure. This site also offers the potential for securing a discharge permit for the concentrate. An added advantage is its proximity, approximately 0.5 miles, to two potable water lines that are part of Manatee County's water system, providing an easy point of connection for treated water distribution.

The Venice Airport site is located in an area of high water demand. It is situated near a potential intake in the Intracoastal Waterway. Additionally, the site is within reach of a Sarasota County storage tank and pump station, which could serve as a point of regional distribution for desalinated water.

The Port Manatee and Venice Airport site concepts were initially developed in two separate cost reports (Greeley and Hansen, 2005). These reports form the basis for the planning level costs associated with these two desalination concepts. The cost estimates are derived from assessment of the following key infrastructure components:

- One 40 mgd capacity raw water pump station for seawater intake.
- One 40 mgd RO treatment facility designed to produce 20 mgd of finished water.
- Three deep injection wells for disposal of concentrate.
- Pipelines and miscellaneous infrastructure required for water intake, treatment, and distribution.

The estimated total capital cost for the Port Manatee Seawater Desalination concept was escalated from the 2020 Plan and further adjusted based on costs associated for similar desalination projects and is expected to be $654 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost for the Port Manatee Seawater Desalination concept is expected to be $5.83 per 1,000 gallons of treated water.

The estimated total annual O&M cost for the Port Manatee Seawater Desalination concept is expected to be $32.7 M. Based on the total annual O&M costs, the unit O&M cost for the Port Manatee Seawater Desalination concept is expected to be $4.48 per 1,000 gallons of treated water.

Consistent with the new infrastructure items to develop the Port Manatee Seawater Desalination concept using deep injection wells for concentrate disposal, the estimated total capital cost for the Venice Airport Seawater Desalination concept is expected to be $691 M. Based on the total capital cost amortized over a 30-year useful life at an annual interest rate of 5 percent, the unit capital cost for the Venice Airport Seawater Desalination concept is expected to be $6.16 per 1,000 gallons of treated water.

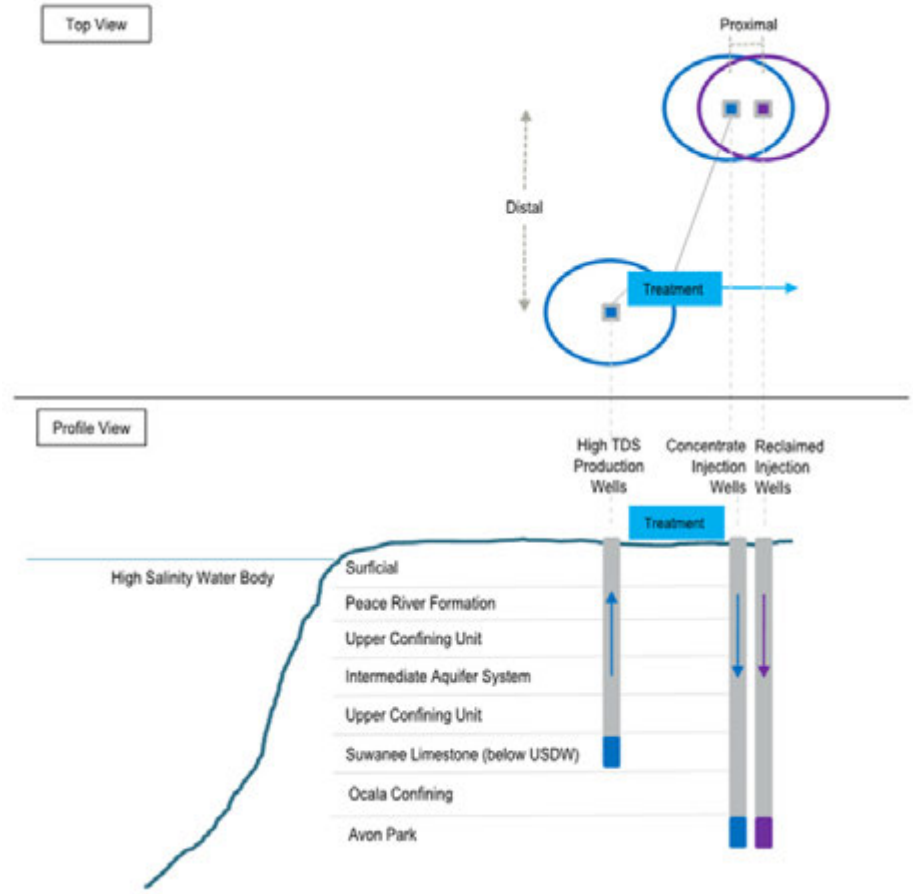
The estimated total annual O&M cost for the Venice Airport Seawater Desalination concept is expected to be $34.6 M. Based on the total annual O&M costs, the unit O&M cost for the Venice Airport Seawater Desalination concept is expected to be $4.74 per 1,000 gallons of treated water.

5.4.10 High Salinity Groundwater RO

Another option to avoid the challenges with high salinity surface water withdrawal and the complexities of membrane treatment and concentrate disposal is to utilize aquifer systems. Groundwater located near the coast can be found within the aquifer systems at TDS concentrations reaching or exceeding the seawater level of 35,000 mg/L. High salinity groundwater RO systems offer several treatment advantages over conventional seawater RO. First and foremost, the implementation of wells for groundwater extraction significantly reduces the need for extensive screening processes and eliminates the complex permitting requirements associated with seawater intakes. Additionally, groundwater typically exhibits lower turbidity and reduced fouling potential compared to seawater. This characteristic may decrease the necessity for robust pretreatment systems, such as microfiltration or ultrafiltration. Instead, chemical oxidation and cartridge filters positioned upstream of the groundwater RO membrane system may suffice as effective pretreatment methods.

Furthermore, the quality conditions of brackish or high salinity groundwater can facilitate higher flux rates and recovery efficiencies, thereby minimizing the number of membranes required and reducing operational costs compared to seawater systems. Utilizing aquifer systems not only streamlines the treatment process but also mitigates the potential costs associated with wetland mitigation for impacts on seagrass and other coastal wetland resources.

Illustrated in **Figure 5.12**, the concept of high-salinity groundwater RO also includes strategies for managing concentrate disposal. By employing deep well injection instead of surface or seawater discharge, the necessity for dilution can be significantly diminished or even eliminated. However, careful consideration must be given to the TDS concentration of the concentrate and the designated deep well injection zones. The distances between seawater supply wells and deep injection wells, as well as the geological horizons selected for both withdrawal and disposal, should be thoroughly evaluated to prevent an increase in the total concentration of recovered water over time.



Source: 2020 Integrated Regional Water Supply Plan, HDR

Figure 5.12 High Salinity Groundwater RO Concept for Western Florida

The proximity of deep injection wells to existing or future reclaimed water or wastewater reject disposal wells may help balance the salinity of aquifer injections below the Underground Source of Drinking Water (USDW). As the RO concentrate flow rate will comprise a portion of the groundwater withdrawal flow rate, coupling high salinity groundwater extraction with deep well concentrate injection will create a net negative pressure in the aquifer system closer to the coast. If seawater is withdrawn from the UFA, this may lead to a potential retreat of the freshwater/ saltwater interface toward the coast surrounding the seawater supply wellfield. Continuous recharge of reclaimed water into the UFA inland of the seawater supply wellfield could further accelerate this retreat.

To effectively determine the seawater wellfield recovery zone, the concentrate disposal system injection zone, and the spatial relationships between the well systems, subsurface hydraulic modeling or solute transport modeling will be essential, coupled with a comprehensive cost-benefit analysis. Demonstrating a net benefit from reclaimed water recharge for concentrate dilution could support the feasibility of groundwater withdrawals for RO treatment. The successful establishment of this net benefit, alongside the careful selection of the conceptual system's location and thorough subsurface modeling, will ultimately dictate the feasibility and the achievable finished water capacity of the system.

It is important to note that Port Manatee is likely not be an ideal location for this conceptual system due to its designation within the MIA and is therefore shown near the Venice Airport. Although no feasibility studies or conceptual site layouts have yet been conducted, HDR developed preliminary estimates for a high salinity groundwater desalination facility in the 2020 Plan, which included:

- A 20 mgd seawater supply wellfield consisting of twenty 8-inch recovery wells completed to the Suwannee Limestone permeable unit.
- A 10 mgd RO treatment system, including pre-treatment and post-treatment processes.
- A 10 mgd RO concentrate deep injection well system, comprising two 24-inch deep injection wells completed to the APHPZ below the USDW.
- A 1-mile 30-inch diameter RO concentrate pipeline.

Planning-level costs for the High Salinity Groundwater RO Concept have been developed based on individual estimates of the components outlined above and escalated. The estimated total capital cost for this initiative is projected to be $208.36 M. When amortized over a 30-year lifespan at an annual interest rate of 5 percent, the unit capital cost for the High Salinity Groundwater RO Concept is expected to be $3.71 per 1,000 gallons of treated water. The estimated total annual O&M cost for this concept is $16.7 M, resulting in a unit O&M cost of $4.57 per 1,000 gallons of treated water.

5.5 Source Resiliency to Climate Change

The relationship between climate and water is intricate, a complexity well understood by those responsible for making critical decisions about water supply amidst climate uncertainty. This necessitates a comprehensive analysis of both water quality and quantity to protect source water, providing for the sustainability, reliability, and resilience of the water supply network. Understanding the potential threats to source water is paramount in guiding decisions about both current and future water sources, which are crucial for securing high-quality drinking water for regional communities.

This section examines the threats to the region's water supply, considering both natural and anthropogenic influences. Climate—the prevailing weather patterns in a region—plays a pivotal role in water management, yet it can also undermine resilience and diminish reliability. Rising air and water temperatures are expected to present significant challenges to water resources, while intensifying storms, erratic precipitation, and prolonged droughts will exacerbate water management complexities. The increasing frequency and severity of floods will further complicate decision-making processes. In addition, the rising sea levels threaten water resource management and exacerbate salinity intrusion along coastlines.

Human activities, such as changes in land use within the watershed, agricultural intensification, and mining operations, can also severely impact water supply. These actions contribute to elevated conductivity in source water and declining water levels, further straining available resources.

Water management today requires proactive planning that accounts for the uncertainty of future weather patterns. This 21st-century challenge demands innovation, not only in managing water quality and quantity at the source but also in identifying vulnerabilities and exploring adaptive opportunities. Resilience must extend across all system components, including raw water collection and intake systems, treatment plants, storage facilities, and distribution networks, as well as electronic and automated systems.

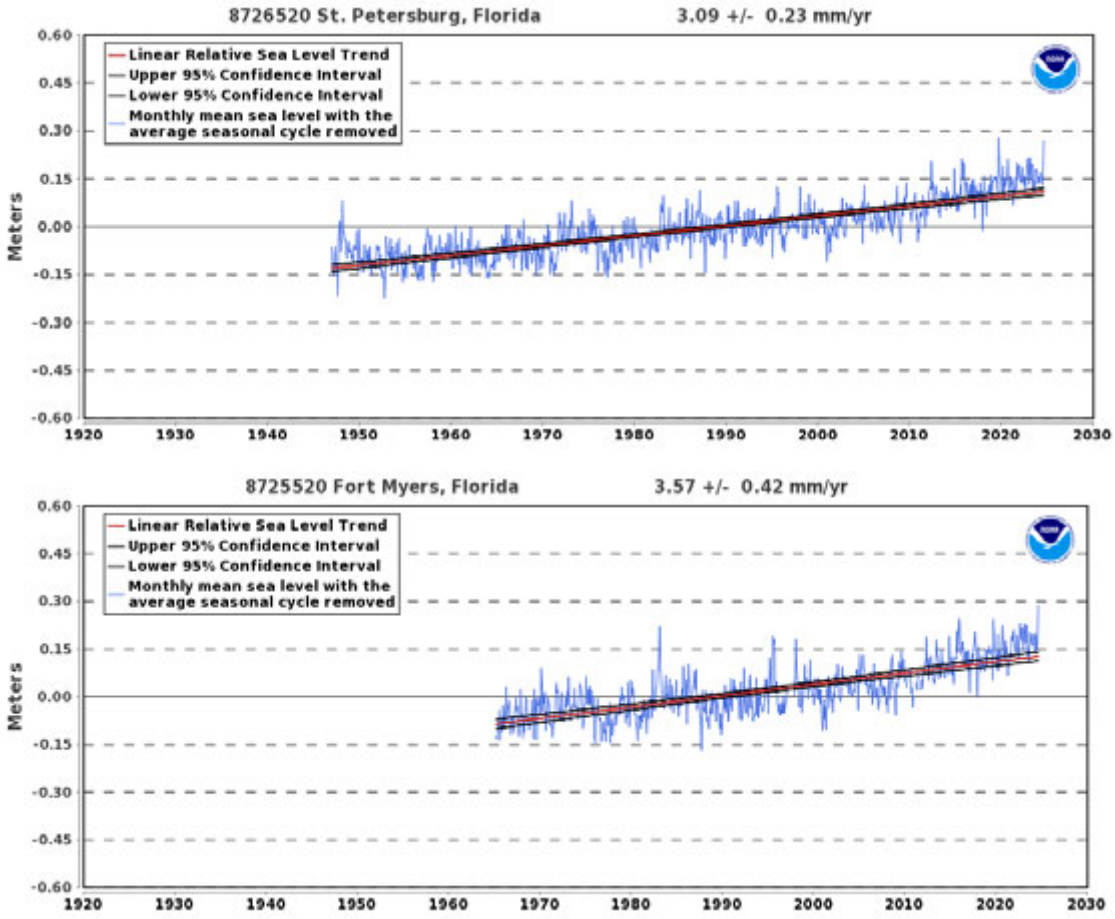
When discussing water supply vulnerabilities, it is critical to build redundancy and flexibility into systems to ensure sufficient water is available at the right time and in the right place, year-round. As climate conditions become increasingly unpredictable, forecasting climate hazards will complicate the management of regional water resources. Addressing climate vulnerabilities in southwest Florida will be essential to mitigate risk and support decision-making that ensures long-term sustainability and reliability of water supplies. Key climate stressors to be addressed include sea level rise, storm surge, extreme heat, extreme precipitation, and extended drought. The following sections examine key factors influencing resiliency and present recommendations to enhance it. The Authority recently completed a comprehensive Vulnerability Assessment (Black & Veatch, 2023), which evaluated critical infrastructure, identified areas of vulnerability, and outlined potential mitigation strategies.

5.5.1 Sea Level Rise and the Potential Influence on Source Water

The PRF is situated within the East Gulf Coastal Plain, a region characterized by its low-elevation topography and an extensive network of shorelines, tidal inlets, bays, creeks, and rivers. The Peace River Diversion Pump Station intake structure is strategically located along the tidal reach of the Peace River. While this intake is positioned upstream enough to rarely experience salinity levels that exceed the treatment capabilities of the PRF, it remains vulnerable to the effects of sea level rise and tidal storm surges.

As sea levels continue to rise, the frequency of salinity exceedances, specifically, those surpassing the TDS secondary drinking water standard, has become more common. Especially as porous limestone underlies much of Florida making the state even more vulnerable to sea level rise. In addition to this growing concern, other water quality threats, such as the impacts of extreme heat, intense rainfall events, and human activities like agriculture and mining, must also be carefully considered. These factors collectively pose significant risks to water quality, underscoring the need for proactive management and adaptation strategies.

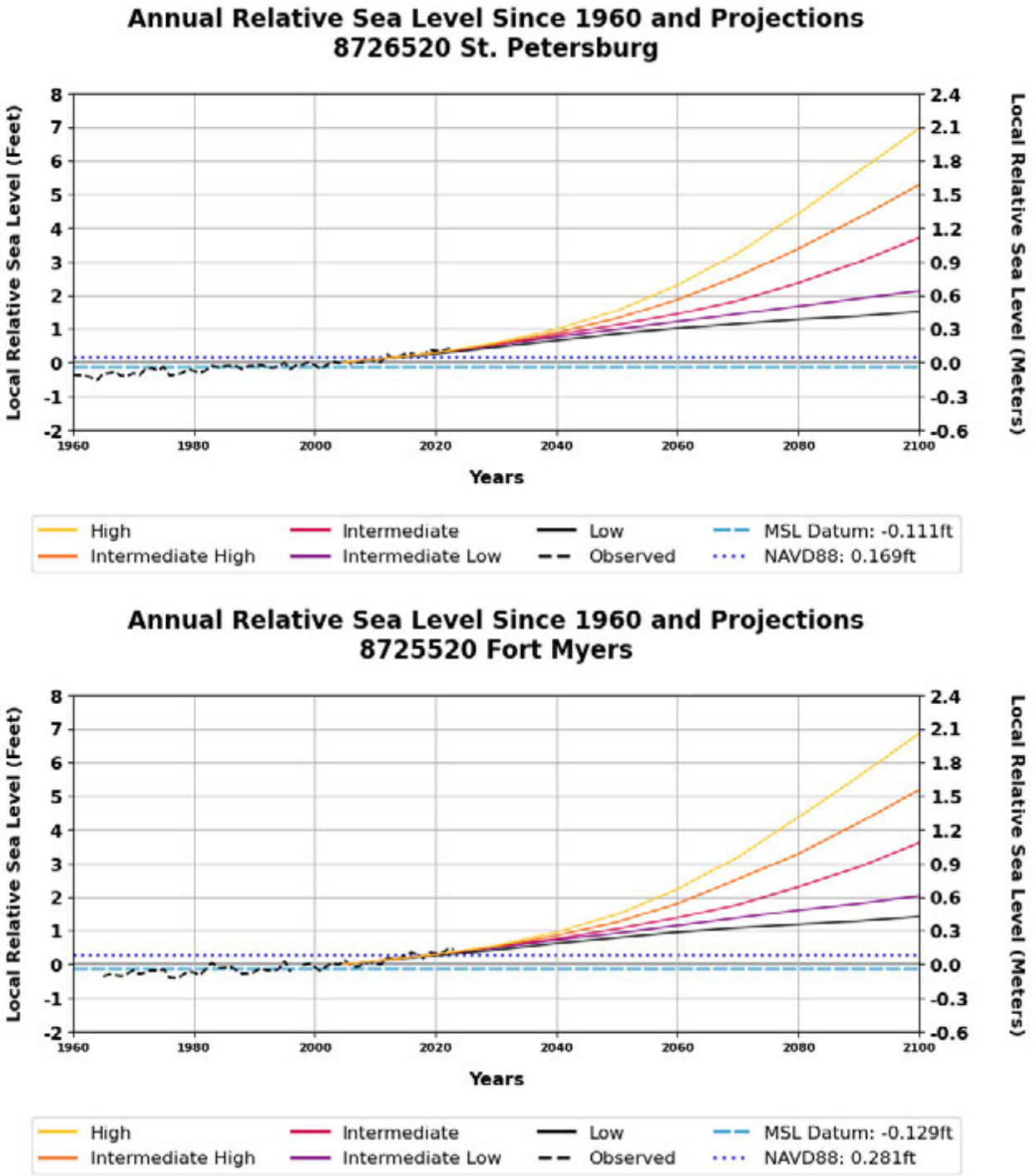
Sea levels along the Florida coast have risen steadily, as documented by tide gauges from the National Oceanic and Atmospheric Administration (NOAA) in St. Petersburg and Ft. Myers, Florida (**Figure 5.13**). For example, the tide gauge in St. Petersburg has experienced a rise of more than 9 inches since 1947. Analysis of the gauge data reveals an average annual rise in sea level of approximately 0.11 to 0.13 inches per year. Climate projections indicate that this upward trend is expected to persist across the region in the coming years.



Source: National Oceanic Atmospheric Administration (NOAA)

Figure 5.13 Mean Sea Level Trend for St. Petersburg and Ft. Myers Tide Gauges

In 2022 a U.S. interagency task force released the 2022 Sea Level Rise Technical Report in preparation for the Fifth National Climate Assessment. The report outlines projections for five sea level change scenarios to assist decision-makers in responding to local sea level rise. These scenarios include low, intermediate-low, intermediate, intermediate-high, and high each representing different regionalized sea level rise projections. **Figure 5.14** shows the sea level projections for St. Petersburg and Ft. Myers, displaying the station's annual mean sea level since 1960. The projections are plotted relative to a baseline period from 1996 to 2014, with the year 2005 set as the "zero" reference point.



Source: National Oceanic Atmospheric Administration (NOAA)

Figure 5.14 Sea Level Rise Projection Scenarios for St. Petersburg and Ft. Myers

To better understand how sea level rise and other climatic hazards could impact the regional water supply, the Authority developed a scientific model to analyze the relationships between key decision-making factors such as precipitation, temperature, sea level, drought, and salinity. The System Utility Management Decision Analysis Tool (SUMDAT), now called OASIS – a Hazen modeling platform – is a system reliability model that allows for the analysis of up to 20 input variables using 40 years of daily hydrologic data from three streams to project both water quantity and quality outcomes. OASIS incorporates sea level rise scenarios, ranging from current levels to a potential increase of 36 inches at the Peace River intake structure.

Using OASIS, the Authority conducted an analysis to determine the optimal location for the new river intake for Reservoir No. 3. Safe yield was defined as the constant regional demand at which the system could reliably meet regional needs at least 99.5 percent of the time for water quantity and deliver water with a TDS concentration of less than 500 mg/L at least 95 percent of the time for water quality. The model estimated that the safe yield for the system is 55 mgd for either intake location, up until 9 inches of sea level rise. For the 36-inch sea level rise condition scenario, the upstream intake location did result in a higher safe yield. However, ultimately the co-located facility was chosen for its ease of operation and management, constructability, and lowered environmental impact. As the Authority works to expand its water supply, it is recommended that the OASIS model, along with other sea level rise models, be continuously updated. This will help to better understand the impacts of sea level changes on water quality and the integrity of the Authority's infrastructure assets.

5.5.2 Storm Surge

Storm surge is an abnormal rise in tidal water caused by a passing storm, which can lead to flooding along coastlines and inland through waterways. This surge, combined with the astronomical tide and wind, creates a storm tide. As the atmosphere warms, so do ocean temperatures, which can intensify tropical storms and hurricanes. As a result, storm surges are expected to become more frequent and severe with rising ocean temperatures and sea levels. These surges can push saltwater inland, threatening surface water sources and potentially inundating vulnerable infrastructure. The Authority’s existing surface water intake is 37 miles from the Gulf of Mexico and is located at sea level with no dam or salinity barrier to prevent upstream migration of brackish water. According to Florida Gulf Coast University, a major hurricane makes landfall somewhere along the Gulf Coast region every 2 years.

The two existing reservoirs owned by the Authority play a crucial role in storing excess freshwater from the Peace River, ensuring there is a reliable supply of surface water to treat and distribute to customers, especially during times when the quality of Peace River water does not meet primary and secondary drinking water standards. Reservoir No. 1 is an in-ground reservoir, with its sidewall meeting the adjacent ground elevation of approximately 32 feet (NAVD88). It includes an overflow canal that allows excess water to flow back into the river by gravity. Reservoir No. 2 is an above-ground reservoir located inland and adjacent to Reservoir No. 1, with a top berm elevation of 72.5 feet NAVD 88.

The current 100-year FEMA flood elevation at the Peace River Facility is 12.3 feet from the north end to 12.1 feet at the south end (NAVD88). This is the storm surge level that has a 1 percent chance of occurring in a given year. As discussed above, the two reservoirs are significantly higher than this elevation and are thus resilient to storm surge, as evidenced by the lack of adverse storm surge impacts to these facilities during hurricane Ian. The existing river intake structure is the only facility onsite within the current 100-year floodplain and the equipment critical to the intake's operation and pumping are elevated above 12.3 feet (NAVD88).

Although the current 100-yr flood elevation is 12.3 feet, this elevation will increase due to sea level rise. Estimated projections of sea level rise can be added to the current flood elevation to project potential future flood elevations for consideration. This projected change in the 100-year flood elevation at the PRF is shown in **Figure 5.15**. Capital projects under consideration at the facility should be cognizant of how the 100-year flood elevation may change over its planned useful life.

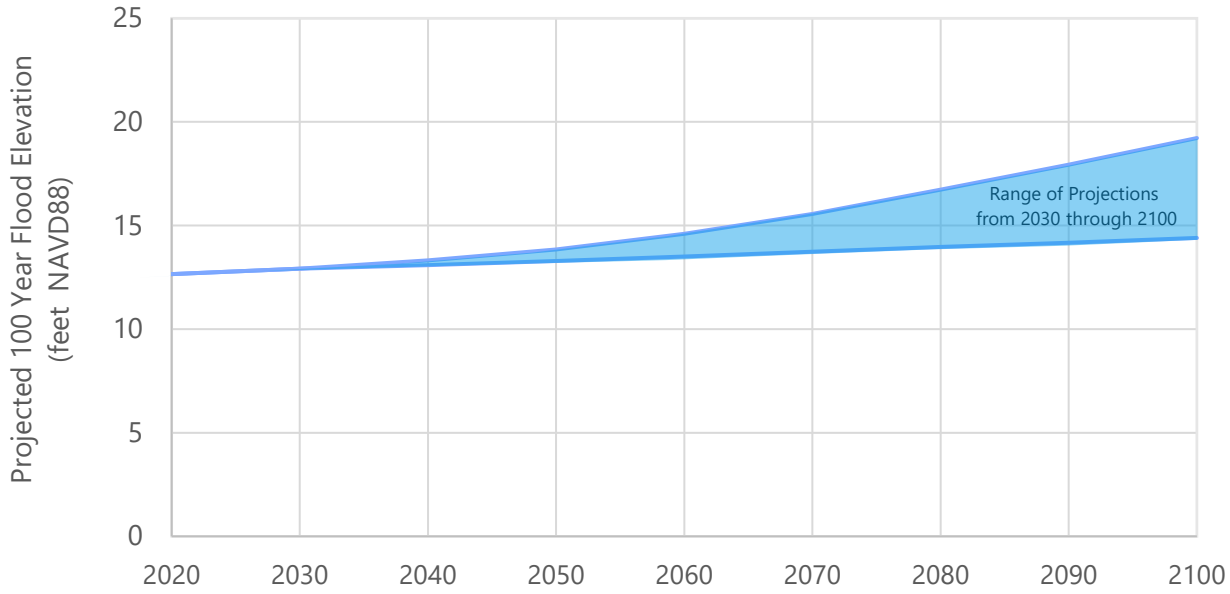


Figure 5.15 Projected Future Flood Elevations at Peace River Facility

In addition to the reservoirs, the Authority's existing ASR System provides off-stream storage that can be utilized during periods of high demand. Wellfield No. 1 consists of 9 wells located around the PRF site between Kings Highway and the Peace River, while Wellfield No. 2 consists of 12 wells situated adjacent to the south side of Reservoir No. 1. Each ASR well is equipped with a recovery pump, motor, pressure instrumentation, flow metering, and an automatic valve that can be controlled remotely via supervisory control and data acquisition (SCADA). The power for this equipment is supplied by above-ground electrical panels and transformers.

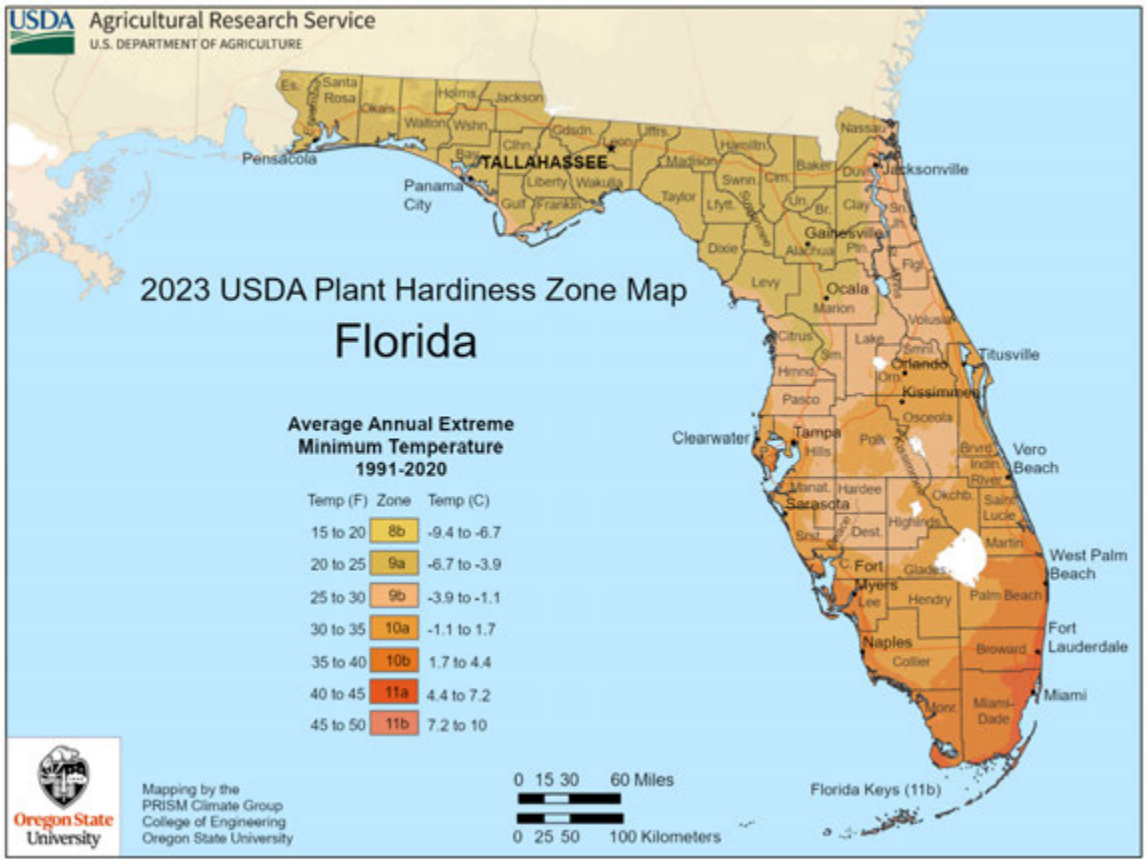
With the increasing frequency and magnitude of storm events and the potential risks posed by tidal storm surges and extreme weather events, the Authority should consider assessing the vulnerability of these infrastructure components, particularly the ASR system and related equipment, to such hazards. This

evaluation will help ensure the continued reliability and resilience of the Authority's water supply network in the face of future climatic challenges.

5.5.3 Temperature

Over the past 50 years, average annual air temperatures in southwest Florida have increased by approximately 4.1 degrees Fahrenheit, as recorded by a meteorological station east of Bradenton, Florida (Florida Climate Center). Since 1950, Florida's average annual temperature trend has risen by 3.5 degrees Fahrenheit, outpacing the global trend of 2.7 degrees Fahrenheit during the same period. This rate of temperature increase has accelerated in recent decades, particularly since 2000.

The year 2023 marked the hottest on record – until 2024 became the latest hottest year – coinciding with the U.S. Department of Agriculture's update to its Plant Hardiness Zone Map. While the map primarily helps gardeners and farmers determine which plants are best suited for their local climate, it also provides valuable insight into temperature trends. Compared to the 2012 map, many areas in Florida shifted up one zone, reflecting a combination of improved data sources, enhanced interpolation methods, and a more recent averaging period. Overall, the country is about a quarter-zone warmer than what was reported in 2012, due to the new averaging period (1991 through 2020, compared to 1976 through 2005). The Authority's PRF is located roughly between zones 10a and 9b, according to the updated Unites States Department of Agriculture (USDA) Plant Hardiness Zone Map shown as **Figure 5.16**.



Source: United States Department of Agriculture (USDA)

Figure 5.16 2023 USDA Plant Hardiness Zone Map for Florida

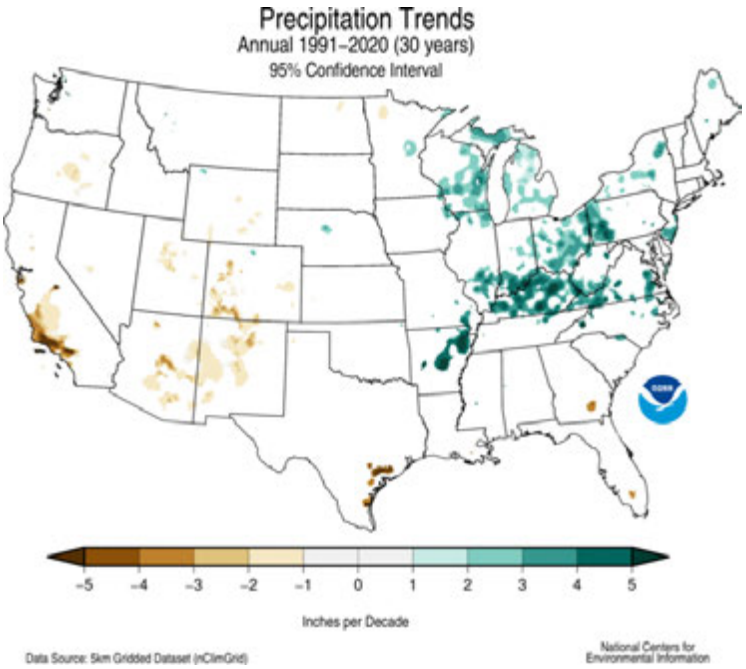
As air temperatures continue to rise, surface waters will absorb more heat. According to the USEPA, global average sea surface temperatures (SSTs) have increased by 2.8 degrees Fahrenheit from 1901 to 2020. The data show that the Gulf of Mexico SST increased approximately 1.0 degree Celsius (1.8 degrees Fahrenheit) between 1970 and 2020, equivalent to a warming rate of approximately 0.19 degrees Celsius (0.34 degrees Fahrenheit) per decade. This warming rate in the Gulf of Mexico is approximately twice that of the global ocean near the sea surface. Notably, 2023 was the warmest SST year documented to date.

These rising temperatures are expected to contribute to elevated water temperatures, which can degrade surface water quality. As local waters warm, the frequency and intensity of harmful algal blooms (HABs)—such as freshwater cyanobacteria and marine "red tide" species—are likely to increase. Warmer temperatures provide a competitive advantage for certain HABs (USEPA, 2013), potentially allowing them to persist year-round and further deteriorate water quality. Studies indicate that surface water temperatures (SWTs) in many lakes and reservoirs worldwide are rising at a rate of 0.54 degrees Fahrenheit per decade, with this increase contributing to environmental issues like algal blooms (Wang et al., 2022). Note, the Authority is proactively performing an Algae Characterization Study with Hazen will help inform what treatment options are available to minimize the presence of algae in the reservoirs.

Another important factor is evaporation. In Florida, many reservoirs tend to be shallow due to the limiting water table. With the smaller surface area-to-volume ratio, reservoirs with shallower depths likely have increased evaporation rates. In a 2024 study published in *Environmental Research*, 10 of the world's largest reservoirs located in water-stressed regions were studied to quantify evaporative water losses. It was found that the shallow reservoirs studied showed higher ratios of evaporative losses to storage capacity compared to deeper reservoirs. Lake Okeechobee, based on results obtained for 2020, experienced a 15.8 percent annual storage loss due to evaporation (Nevermann, Aminzadeh, Madani, & Shokri, 2024). As temperatures are expected to keep rising, it is recommended that the Authority consider robust long-term monitoring of the temperatures of their reservoirs, particularly at various levels and depths. This ongoing monitoring will help build a robust data set that can be integrated with other water quality data and operational parameters, supporting more informed decision-making and enhancing system resilience.

5.5.4 Precipitation

Precipitation plays a critical role in water supply by influencing both the quantity and quality of water. Changes in rainfall patterns, including extreme precipitation events that can cause inland flooding, directly impact water quality. Florida's wet season typically spans from May through October, with the dry season from November through April. Known for its seasonal patterns and interannual variability, Florida experiences distinct periods of drought and extreme rainfall driven by a range of climatic factors, such as summer thunderstorms, tropical cyclones, winter frontal systems, sea breeze convection, and El Niño/ La Niña events (Climate Adaptation Plan, 2018). Overall, since 1901, global precipitation has risen at an average rate of 0.10 inches per decade, while the contiguous 48 states have experienced an increase of 0.20 inches per decade. However, as shown in **Figure 5.17**, Florida has not seen a significant trend in average annual precipitation over the past 30 years.



Source: National Oceanic Atmospheric Administration (NOAA)

Figure 5.17 National Precipitation Trends

Higher air temperatures are expected to increase the likelihood of extreme precipitation events. Warmer air can hold and release more moisture, which contributes to increased rainfall intensities as the atmosphere warms. Projections indicate a rise in precipitation across the southeastern Unites States, although the distribution of rainfall will vary, with some areas experiencing a decrease in rainfall (NASA, 2016). Studies suggest that seasonal precipitation patterns in Florida may be shifting. For instance, research analyzing Florida rainfall indicates a potential delay in the onset of the wet season, with drier conditions in May leading to an overall decrease in wet-season precipitation (Irizarry-Ortiz et al., 2013). At the same time, the study suggests an increase in rainy days during the dry season, particularly in November, December, and January.

A delayed onset of the rainy season could lead to more frequent localized droughts, which, when combined with higher temperatures, could result in reduced water supply and diminished water quality in surface waters. Seasonal rainfall has a direct impact on watershed hydrology and surface flows. Early in the wet season, much of the rain is absorbed into surface and groundwater storage. However, as the season progresses and soils become saturated, rainfall increasingly contributes to surface water runoff, which can elevate surface flows and reduce water quality. Extreme rainfall events can exacerbate this process, flushing nutrient-rich runoff into surface waters, which can fuel HABs.

As precipitation patterns remain unpredictable, climate models must improve for more accurate forecasting. This uncertainty affects key water management decisions, such as predicting river flows, calculating evapotranspiration, and replenishing groundwater reserves. Extreme precipitation events will continue to impact water quality and pose challenges for protecting infrastructure, such as water delivery pipes and treatment facilities.

5.5.5 Drought

Although the western region of Florida receives an average of about 54 inches of rainfall annually (Florida Climate Center), it is still vulnerable to drought conditions. Despite the state's generally high levels of annual precipitation, Florida experiences frequent and prolonged droughts that can significantly impact water supply and quality. For instance, in 2007, Florida suffered one of its worst droughts in decades, with some areas receiving less than half their typical annual rainfall, leading to water shortages and dry wells across the state. The effects of drought can be long-lasting, influencing everything from agricultural production to the health of ecosystems and water availability for urban use.

During the dry season, which typically spans from November to April, and particularly during extended drought periods, the demand for water increases significantly. With reduced rainfall, water levels in surface water bodies such as rivers, lakes, and reservoirs decline, often faster than usual due to increased evapotranspiration rates during the warmer months. Water supplies to municipal and industrial users may be reduced due to low streamflow, reservoir, and groundwater levels. Evapotranspiration, the combined process of evaporation and plant transpiration, is particularly high in Florida due to its hot and humid climate. This, in turn, leads to a greater loss of moisture from soil, plants, and water bodies. When drought conditions persist, these evaporative losses are not replenished by rainfall, causing a further reduction in available water. The Authority's reservoir storage and surface water intake can be significantly impacted by droughts, with the severity and duration of the drought directly influencing the facility's operations. The Authority's existing ASR system provides a buffer during droughts. ASR allows for the storage of excess water during wet periods in deep aquifers, which can then be recovered during dry spells. This approach reduces reliance on surface water and helps maintain water availability when rainfall is scarce. Further investment in ASR wells and technologies can provide a more sustainable, long-term solution to drought-related challenges.

As water availability decreases in surface waters, groundwater withdrawals increase to meet the rising demand. Florida is heavily reliant on its aquifers, particularly the Floridan Aquifer, which supplies roughly 90 percent of the state's drinking water. However, with increased withdrawals during droughts, these groundwater sources become strained, and aquifers may fail to recharge at the typical rate. This overuse can lead to issues like lowered water table levels, saltwater intrusion, and contamination from pollutants, as deeper layers of the aquifer are tapped. In some coastal areas, the intrusion of saltwater into freshwater aquifers, driven by a combination of over-extraction and sea-level rise, further reduces the availability of clean water.

Moreover, as desirable water quantities diminish in both surface waters and aquifers, water quality can deteriorate. The reduction in available freshwater leads to a higher concentration of pollutants and minerals, such as dissolved solids and heavy metals, which can negatively affect drinking water quality and pose health risks. In coastal regions, saltwater intrusion exacerbates the problem by increasing salinity concentrations in groundwater, rendering it unsuitable for agricultural irrigation or drinking purposes without costly treatment. This can put tremendous pressure on utilities to find alternative sources of water or implement desalination processes, which can be both expensive and energy intensive.

During times of drought, the impact on water quality extends beyond just salinity. The lower water levels in lakes, rivers, and reservoirs also lead to a reduction in dilution capacity for pollutants, which can result in higher concentrations of harmful substances like pesticides, fertilizers, and bacteria. These pollutants can trigger HABs, such as the toxic red tide and freshwater cyanobacteria, which pose risks to aquatic life,

human health, and local economies. In fact, the Florida Fish and Wildlife Conservation Commission (FWC) reported over 300 incidents of HABs in the state from 2010 to 2020, a number that has increased during drought years. These blooms can lead to fish kills, beach closures, and impacts on the fishing and tourism industries.

5.5.6 Human Impacts on Water Resources

Human activities, ranging from urban development and land use changes to industrial discharges, directly influence both the quantity and quality of water resources. These actions not only affect the mass balance of local ecosystems but also interact with climate stressors, exacerbating the challenges of climate change on water management.

Urban Development and Land Use Changes: The conversion of agricultural lands into suburban and urban areas has led to an increase in impervious surfaces, increasing stormwater runoff and altering the hydrology of local watersheds. Such changes reduce groundwater recharge and increase the risk of flooding during extreme rainfall events. The *SE Data Summary and Research for the 2050 Long-Range Transportation Plan* (Metro Forecasting Models, 2024) predicts the north and southeast (i.e., City of North Port) areas of the Sarasota-Manatee Metropolitan Planning Organization (MPO) Region will experience significant growth by 2050. This is shown as **Figure 5.18**. A growing population also intensifies the demand for both water supply and wastewater management, complicating the management of water resources, particularly during drought periods or low-flow conditions.

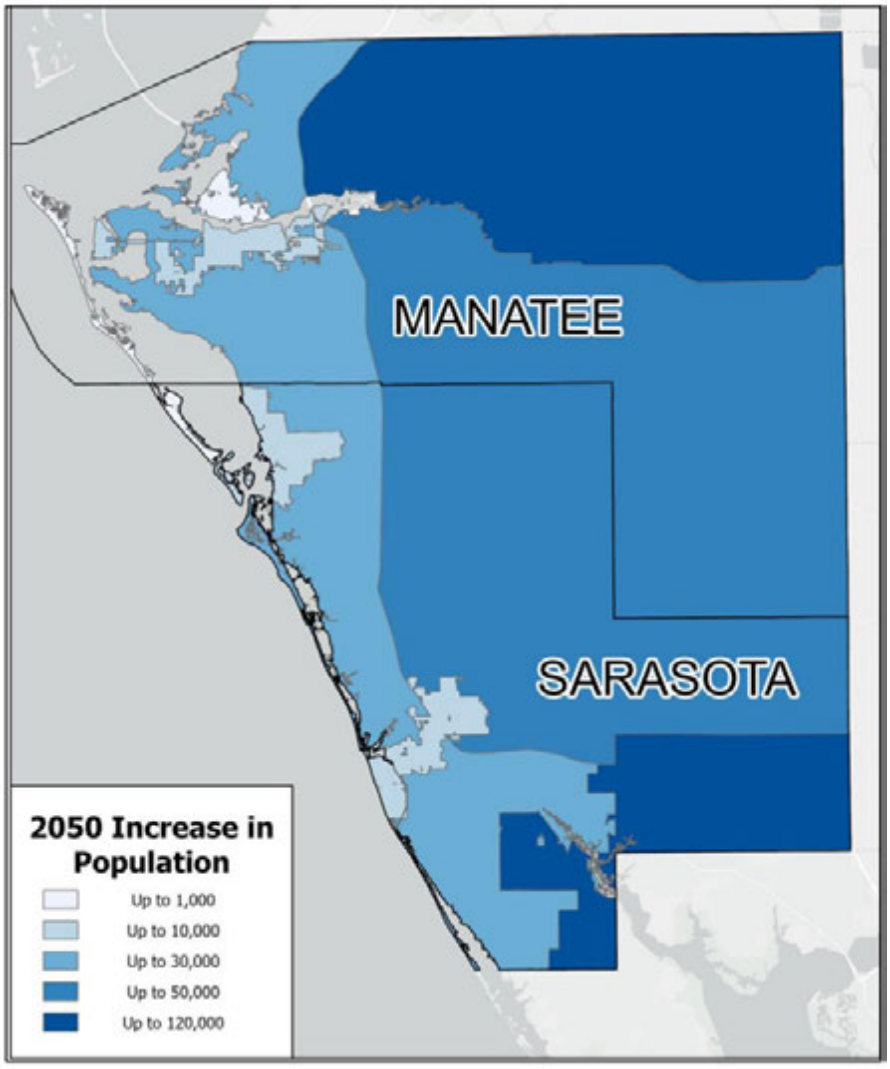
Nutrient Pollution and Agriculture: Agriculture and urban runoff contribute significantly to nutrient pollution, leading to elevated levels of nitrogen and phosphorus in local water sources. These pollutants, combined with higher temperatures from climate change, can trigger HABs that degrade water quality and threaten aquatic ecosystems. As precipitation patterns change, with more intense storms followed by dry periods, the timing and intensity of nutrient influxes may worsen, further straining water systems.

- One prime example of nutrient pollution is the use of fertilizers. In response to the harmful effects of excess nutrients, many cities and counties across Florida have implemented ordinances to regulate the safe application of fertilizers. Some have even gone as far as enacting seasonal bans, particularly during the wet summer months, to prevent nutrient runoff into nearby water bodies. However, in the 2023 March to May legislative session, these local efforts faced significant pushback, with a 1-year moratorium placed on such ordinances. This temporary restriction has since expired in the 2024 legislative session. Sarasota, Manatee, and Charlotte Counties are among those that have summer fertilizer bans.

Saltwater Intrusion: Sea level rise due to climate change, coupled with over-extraction of groundwater resources, threatens the availability of fresh water in coastal areas. Saltwater intrusion into aquifers not only degrades water quality but also makes it more challenging to meet both current and future water demands. The vulnerability of freshwater systems to saline contamination is amplified by human-driven activities, including groundwater over-extraction and land subsidence, which worsens the impact of rising seas.

Mining and Industrial Practices: Mining operations, particularly those related to phosphate extraction, and other industrial activities, can introduce pollutants into water sources, further diminishing water quality. These practices, while regulated, remain an ongoing challenge. There has been increasing pressure to establish a phosphate mining operation to open in DeSoto County. In response, Charlotte

County took measures by updating its Future Land Use Map in 2022 to explicitly prohibit phosphate mining and associated activities, including phosphate manufacturing.



Source: Sarasota-Manatee Metropolitan Planning Organization (MPO)

Figure 5.18 Sarasota-Manatee MPO Population Growth by 2050

5.5.7 Source Water Vulnerability Assessment

The Authority's source water is exclusively derived from the Peace River, supported by a comprehensive infrastructure designed for water retrieval, storage, and treatment. This includes the River Intake Pump Station, the PRF, inland reservoirs, an ASR system, an internal road network, transmission pipelines, and transmission buildings. Under future extreme climate scenarios, sea level rise and tidal storm surge could affect the River Diversion Pump Station motors (currently 18 feet above the Irma flood level), which are located along the Peace River. As sea levels rise, salinity is expected to increase, pushing the freshwater interface further upstream in the Peace River.

Over the years, sedimentation and river bottom changes have resulted in the Authority conducting planned dredging. The Authority dredged near the intake structure between 2017 and 2019 and removed a total of 20,200 cubic yards of river sediment as stockpile at the PRF to be used as a fill resource. The Authority dredged again following Hurricane Ian in 2023 and removed approximately 1,800 cubic yards. After extreme events like hurricanes, immediate dredging may be required due to sudden, high sediment deposition and regardless of extreme events, dredging is difficult to remove altogether because natural accumulation does occur. However, the Authority may want to consider conducting a study to evaluate options for minimizing the quantity of material to remove and/ or frequency of dredging following an extreme event. Ideas that may be evaluated can include pre-hurricane preparedness options, such as deploying debris barriers or silt curtains around the intake facility.

With Reservoir No. 1, located 32 feet above MHW, even if it were to hypothetically become vulnerable to a tidal storm surge during a highly extreme storm coupled with rising sea levels and became filled with water of higher conductivity than the PRF could treat, Reservoir No. 2 has a direct connection to the PRF, enabling it to bypass Reservoir No. 1. In such an event, Reservoir No. 1 would need to be gradually blended with water from Reservoir No. 2 at the PRF, supplemented with fresh water from Reservoir No. 2 or the ASR system, until normal reservoir operations could be restored. Construction of Reservoir No. 3 allows for increased resiliency to the system and provides redundancy to buffer the water supply from vulnerabilities related to extreme climate events.

The ASR system provides the Authority with additional water supply reliability. In 2024, recovery from the ASR system began May 13 and ended June 26, then resumed on August 27 for a total of 414 MG. In 2024, recharge to the ASR system began September 4 and ended September 26, then resumed October 1 through 9, and again resumed October 16 through 31 for a total of 354 MG. Total ASR system storage as of October 31, 2024, was 8.661 BG (2.361 BG greater than design storage capacity), and 0.005 BG more than October 2023 (8.656 BG). This significant increase in storage capacity should continue to be evaluated.

With the upcoming 5-year cycle submission deadlines for the American Water Infrastructure Act (AWIA) Risk and Resilience Assessment and Emergency Response Plan occurring in 2025 and 2026, additional vulnerabilities beyond the scope of this assessment can be further addressed.

5.5.8 Source Resiliency Recommendations

The following recommendations outline both short- and long-term actions to be considered in collaboration with member governments and the SWFWMD. These steps aim to improve the protection of the Authority's source water and distribution networks, helping continue the reliability of regional water resources for the future. The recommendations focus on natural hazards and the growing impact of climate change. While it is expected that regulations will adapt to address potential human-made hazards, the Authority would benefit from taking proactive measures.

- Continue building the Regional Loop system to have full connectivity and redundancy in the region.
- Construct the brackish groundwater RO project as demands require to enhance supply diversification and drought resistance.
- Consider the benefits of expanding the ASR wellfield to increase storage capacity and options, including but not necessarily limited to PTSW ASR.

- Consider conducting a study to evaluate and optimize the hydrology and hydrography surrounding the river intake. The study should consider the future colocation of the river intake pump station, potential impacts of storm, flooding, and sea level rise, as well as strategies to minimize sediment accumulation near the intake.
- Following the Algae Characterization Study being conducted by Hazen and in conjunction with the SWSEP, consider deploying additional sensors. These can include temperature sensors and water quality sensors (e.g., turbidity, dissolved oxygen, and pH) in both reservoirs and at surface water intakes to track and respond to changes in water quality due to rising temperatures, increased evapotranspiration, or HABs.
- Continue to explore the use of other alternative water supply sources such as desalination, rainwater harvesting, or wastewater reuse.
- Invest in infrastructure upgrades to ensure the WTP and its components can withstand extreme weather events, such as hurricanes, floods, and extreme heat. This includes reinforcing structures and using corrosion-resistant materials.
    - One way the Authority is looking to be self-reliant with energy and provide its customers with lower energy costs, is the Authority RV Griffin Reserve Solar Array, which is planned to undergo preliminary design in 2027 with construction finalized in 2029.
- Regularly update the PRF's climate adaptation plans to incorporate the latest climate projections, including changes in precipitation patterns, temperature trends, and potential increases in extreme weather events. These plans should guide the development of infrastructure, resource management, and operational protocols. These efforts should be done in collaboration with the Authority's OASIS model.
- The Authority should continue monitoring significant industrial users, particularly those discharging into key water sources like the Peace River, to minimize the risk of contamination.

CHAPTER 6 REGIONAL TRANSMISSION SYSTEM

6.1 Background and Purpose

The Authority's integrated regional loop system spans approximately 81 miles of large-diameter drinking water transmission pipelines, supported by remote pumping stations and finished water storage tanks. Originally established in 1991 with a seven-mile pipeline, the transmission system has been extended to deliver water across Charlotte, DeSoto, and Sarasota Counties, as well as the Cities of North Port and Punta Gorda. This interconnected system enhances regional resiliency and facilitates water sharing during emergencies. Recent additions include the 6.4-mile Phase 1 Regional Interconnect in 2020 and the 5-mile Phase 3B Regional Interconnect in 2021. The Authority's 20-year expansion plan includes the construction of an additional 72 miles of pipeline to improve regional reliability, support growing demands, and provide an environmentally sustainable public water supply. The ongoing Phase 3C (approximately 8 miles) and Phase 2B (13 miles) projects are expected to be completed by mid-2025 and FY 2026, respectively.

As part of the IRWSP project, the Authority's Bentley WaterGEMs transmission main hydraulic model was reviewed and updated. Aside from the Sarasota County Carlton Pump Station and 5 MG of storage at the Carlton WTP, the model contains only Authority-owned infrastructure. The estimated demands discussed in Chapter 3 were incorporated into the model to develop model scenarios for the following time periods:

- 2025,
- 2030,
- 2045 and
- 2075.

Each planning period consisted of the scenarios simulating the system under the following demand conditions:

- Average annual demand (AAD).
- Maximum month demand (MMD).
- Maximum day demand (MDD).

Furthermore, a water age scenario was run under AAD for each planning period to estimate water age, an indicator of water quality, throughout the transmission system.

The objective of the hydraulic modeling was to appropriately size transmission mains and estimate pump station improvements necessary to serve the region in the future. Pipelines were sized to meet pressure and velocity performance criteria presented herein under 2075 MDD demands. **Figure 6.1** shows the existing and future pipelines for the regional transmission system.

Figure 6.1 Existing and Future Regional Transmission Mains

6.2 Performance Criteria and Methodology

This section presents the performance criteria to evaluate the system under each demand condition and the overall model methodology including the infrastructure and demands for each planning period.

6.2.1 Performance Criteria

Under AAD conditions, the Authority shall use best efforts to supply water to customer delivery locations identified in the MWSC Exhibit "D" at a minimum pressure of 65 psi. This is the primary performance criteria to gauge system performance.

In addition to pressure, velocity of water within the pipelines was also considered. In the Authority's case the goal for velocity was set to a maximum of 7 feet per second (fps) under MDD conditions. Different utilities have different requirements for maximum velocity; however, 7 fps is considered a conservative maximum velocity for design and planning purposes. Higher pipeline velocities equate to a higher headloss and can increase pumping costs.

6.2.2 Model Development and Assumptions

The following sections outline model parameters including water demands, as well as the modeling infrastructure online and its operational parameters under various demand conditions.

6.2.2.1 Model Demand Allocation

Peaking factors were applied to the AAD to generate demands for the MMD and MDD scenarios:

- A maximum month peaking factor of 1.2 was applied to the AAD to generate MMD.
- A maximum day peaking factor of 1.4 was applied to the AAD to generate MDD.

Table 6.1 presents the demands and delivery pressure for each planning period under AAD conditions.

Table 6.1 Model Average Annual Demands (mgd) and Contractual Delivery Pressure Per Planning Period

Demand Zone	Contractual Delivery Pressure (psi)	2025	2030(1)	2045	2075(2)
Charlotte	65	16.1	19.1	19.1	24
DeSoto	65	0.675	1.674	1.674	2
Manatee	65(3)	0	0	10	13
Sarasota	20/65	15.06	27.06	27.06	35
North Port	65	2.865	4.87	4.87	6
Total Authority Allocated Demand		**34.7**	**52.7**	**62.7**	**80**
Punta Gorda(4)		0.85	0.965	0.93	2.125
Sarasota Demand met by Carlton Production (Self Supply)(5)		9.24	5	11.53	25
Englewood Water District(6)				3.45	
Burnt Store(6)				3.37	
Total Demands in Model		**44.8**	**58.7**	**82.0**	**107.1**

Notes:
(1) The 2033 MWSC allocations were used in the 2030 scenario.
(2) The 2075 demand was assumed to be 80 mgd, the permitted quantity of the Authority's WUP, to reflect the long-term potential delivery quantity of the transmission system. The demand by Customer was based on the ratio in 2045.
(3) Assumed 65 psi delivery pressure during AAD conditions, though there is no contractual agreement yet.
(4) Only active in AAD and water age scenarios to simulate a net zero water swap between Punta Gorda and the Authority.
(5) This is the estimated demand that will be served by Sarasota County's self-supply (Carlton WTP).
(6) Demands for Burnt Store and EWD are only active in the 2045 MMD with EWD and Burnt Store scenario. Note that no demands for EWD or Burnt Store are included in 2075 since it has not been finalized whether EWD or Burnt Store will be served by the Authority in the future at the time of this report.

As shown in **Table 6.1**, the majority of the demands included in the model are met by the Authority allocation; however, there are several additional demands included in the model as follows:

- A demand for Punta Gorda was included at the Shell Creek WTP under the AAD conditions. The same amount of water is then pumped back from the City to the Authority via the Phase 1A GST and PS. This simulates the current operation of the system and the swap that occurs during AAD conditions. Under MMD and MDD conditions there is no demand at the Shell Creek WTP and no water is sent back from the Phase 1A GST and PS.
- Sarasota County produces water at the Carlton WTP and discharges this into the same storage tanks that receive the County's allocation from the Authority. Two pump stations are used to pump water from the storage tanks into the distribution system: the Authority 3A PS, and the Carlton PS. Because the Authority PS may pump some of the water produced by the Carlton WTP and conversely, the Carlton PS may pump some water received from the Authority, the demand for the rest of the Sarasota County distribution system was included in the model along with the County-owned Carlton PS and the full amount of storage available on site (15 MG for 2025, and 20 MG in 2030 and beyond).
- In the 2045 planning period, a child to the MMD scenario was created to model whether the system could supply water to EWD and Burnt Store. All other customers receive their MMD; however, EWD and Burnt Store are supplied their estimated 2045 AAD.

The 2025 and 2030 demands for each Member and Customer are based on the MWSC allocations (with 2033 allocations used in the 2030 scenario). The 2045 demands for each Member and Customer are based on the demand projections supplied by each entity in 2024. The 2075 demands were assumed to be 80 mgd, the permitted quantity of the Authority's WUP, to reflect the long-term potential delivery quantity of the transmission system. The demand for each Customer in 2075 was scaled up based on the demand ratio in 2045.

6.2.2.2 Model Infrastructure

The 2025 and 2030 scenarios have the same active infrastructure, which includes all existing infrastructure and the Phase 2B and Phase 3C pipelines. **Figure 6.2** shows the pipeline infrastructure active in the 2025 and 2030 planning periods. The 2030 scenarios also include on-going improvements at the Phase 3A pump station and the additional 5 MG GST at the Carlton WTP.

The 2045 and 2075 scenarios also contain the:

- Phase 2C pipeline and Phase 2C 5 MG GST and PS.
- Phase 2D pipeline.
- Phase 3C extension and Phase 3C 5 MG GST and PS.

Figure 6.3 shows the infrastructure active in the 2045 and 2075 planning periods.

Note that **Figure 6.2** and **Figure 6.3** do not include the Phase 2D and Phase 4 pipelines because these pipelines are not active under normal operating conditions (AAD, MMD, MDD). Instead, these pipelines were considered as an additional child scenario under 2045, in which all other Customers are served their respective MMD, and EWD and Burnt Store are supplied with their estimated AAD.

Figure 6.2 Active Infrastructure in 2025 and 2030 Scenarios

Figure 6.3 Active Infrastructure in 2045 and 2075 Scenarios

6.3 Regional Hydraulic Modeling

This section presents hydraulic modeling results for both normal operating conditions and out-of-service (OOS) scenarios for Customers and the PRF. In each section, a bulleted list summarizes notable hydraulic results and any limitations for the different operating conditions. Maximum flows from each pump station are reported for each condition.

6.3.1 Normal Operating Conditions

Under normal operating conditions the PRF supplies the allocated amount of water to each Customer. The Authority's PS 62 and PS 60 operate in parallel to feed the entire region.

As discussed in **Section 6.2.2.1**, the swap between the Authority and the City of Punta Gorda is modeled under AAD conditions in each planning period. Under MMD and MDD, it was assumed that no swap takes place.

6.3.1.1 Hydraulic Modeling Results

Under normal operating conditions, the existing and planned transmission system can provide all AAD, MMD, and MDD demands (contractual allocation) at the performance criteria above in each planning period with the following exceptions:

- Under 2045 AAD, the Phase 3A PS at Carlton can meet demands with three of the existing 200 HP pumps and the two proposed 300 HP pumps that will be in service by 2030; however, under MMD and MDD conditions, two additional 200 HP pumps are needed included at the Phase 3A PS to meet system demands.
- Under 2075 AAD, the Phase 3A PS at Carlton can meet demands with five of the existing 200 HP pumps and two of the new 300 HP pumps; however, under MMD and MDD conditions an additional 300 HP pump is needed to meet the projected Sarasota and Manatee County demands.
- Under 2075 MDD, approximately 0.56 miles of the Phase 2 pipeline upstream of the North Port Price Blvd delivery point slightly exceeds the 7 fps criteria for 6 hours of the 24-hour scenario. Though the performance criteria was exceeded, an improvement project is not recommended because this is under 2075 MDD conditions and only occurs for 25 percent of the 24-hour MDD model run.
- Under 2075 ADD and 2075 MDD, the 111 LF of 16-inch yard piping serving the Desoto Walmart Distribution Center delivery point reaches over 7 fps. This only happens when the tank is being filled and is a function of the diurnal demand pattern that was assigned at this point based on analysis of the Authority's SCADA. The Authority can decrease this velocity by controlling the delivery of flow to the tank and delivering the allocation over a longer time period (12 or 24 hours). Furthermore, the reason that the velocity is highest under AAD is due to the additional flow being delivered to the Punta Gorda Shell Creek WTP for the flow swap, which does not happen under MMD or MDD conditions.
- Upgrades to pump station yard piping may be necessary at some facilities under 2045 MDD and all 2075 demand conditions as piping at the PRF and from the Carlton WTP storage tanks to the Phase 3A PS have velocities over 7 fps, which also results in high headloss in these pipelines.

6.3.1.2 Pump Station Results

Table 6.2 shows the maximum pump station flows under MDD for each planning period. These maximum pump station flows can be compared to the firm and total pump station capacities to determine whether additional pumping capacity is needed in each planning period.

Table 6.2 MDD Pump Station Peak Hour Flow Summary (mgd)

Facility	2025	2030	2045	2075
PRF HSPS Total(1)	60.31	79.50	98.60	116.16
Carlton 3A PS	21.08	28.08	43.82	49.40
Future Authority 3C PS	-	-	28.08	38.15
Future Authority 2C PS	-	-	22.18	24.34

Notes:
(1) To simplify the 2075 scenarios, a fixed head reservoir was used to represent the Authority's PRF pump station rather than the existing individual pumps.

6.3.1.3 Water Age Results

For each of the AAD time periods, an EPS scenario to estimate water age at various delivery points was created. Water age is commonly used as an indicator of water quality. **Table 6.3** shows the maximum water age for each customer under AAD for each planning period.

Table 6.3 Water Age Summary (Hours)(1)

Customer	2025	2030	2045	2075
Charlotte (Gulf Cove GST Meter)	55.6	36.3	14.3	14.2
DeSoto (Walmart Distribution Center Meter)	13.1	11.4	11.7	7.7
North Port(2)	10.3	9.2	7.9	7.3
Sarasota (3C Delivery Point)	90.2	59.8	62.2	50.2
Manatee (3C Extension Terminus at Lakewood Ranch Blvd and University Parkway)	-	-	66.4	53.8

Notes:
(1) Time is zero at the PRF and increases as water moves away from the source facility.
(2) Average of the maximum water age at the Serris Drive and Price Blvd. delivery locations.

Typically, water age in transmission systems decreases over time as demands increase. Both North Port and Manatee water age decrease over time by 2075 when they may reach the estimated maximum allocation based on the Authority's WUP. Note that with the installation of storage tanks with the Phase 3C Extension and Phase 2C pipeline, water age increases due to water stored in the ground storage tanks (GST); however, this does not necessarily mean that water quality will degrade. Typically, disinfectant residual is sampled at these locations and is boosted at the storage and pump station facilities to freshen the water if necessary. Water age in Sarasota County also generally decreases over time, aside from water age in 2045 being slightly higher than 2030 due to the installation of the storage tank as part of the Phase 3C Extension and pump station. Several customer delivery points for Charlotte and Desoto Counties along the Lake Suzy Transmission Main (LSTM) and Kings Highway Transmission Main (KTM) have variances in water age depending on system hydraulics, other customer demands, and the flow and pressure at the Phase 1A PS discharge in comparison to the PRF operating pressure. These variances can cause water to

change flow direction in the pipes and can result in high water age "spikes" in the model. When extracting these results from the model, small durations of high water age were excluded from reporting.

6.3.1.4 Water Quality

An inventory of corrosion inhibitors and disinfectants are provided for each of the Authority's Members, Customers, and Partners in **Table 6.4**.

Table 6.4 Corrosion Control and Disinfection Strategies for Members, Customers, and Partners

Customer or Partner	Corrosion Control Strategy	Disinfection Strategy
Charlotte(1)	Zinc-orthophosphate (AWC-731) addition	Chlorination
DeSoto	No corrosion control chemicals added	Chloramination
North Port	Ortho-polyphosphate (AWC-782) addition with a 7.9-8.3 pH control range	Chloramination
Sarasota	Ortho-polyphosphate addition with a 7.3 – 8.3 pH control range	Chloramination
Manatee	Zinc Metaphosphate addition with a 7.0 – 8.0 pH control range	Chloramination
Punta Gorda	Ortho-polyphosphate addition	Chloramination
EWD(2)	No corrosion control chemicals added	Chloramination

Notes: The Authority uses chloramination.
(1) Burnt Store service area.
(2) From EWD's 2024 Water Master Plan, it is recommended that the City assess its corrosion control strategy and explore the potential benefits of transitioning from chloramination to free chlorine as part of its future plans for constructing a new NF or RO facility.

6.3.2 Customer Self-Supply Out of Service Scenarios

In the 2025 and 2045 planning periods, several additional maximum month scenarios were run to determine the system's ability to transfer more flow in the event that one of the customer's self-supply sources were out of service (OOS). In these scenarios, it was assumed that each customer would be served their respective MMD, aside from the customer whose self-supply is OOS. The scenario evaluates if the OOS customer could be served their full AAD demand under these conditions. The OOS scenarios included in this analysis are:

- 2025:
  - Sarasota Self-Supply OOS.
  - North Port Self-Supply OOS.
- 2045:
  - Sarasota Self-Supply OOS.
  - North Port Self-Supply OOS.

A summary of the demands for the OOS scenarios is listed in **Table 6.5**.

Table 6.5 Model Demands (mgd) for Customer Self-Supply Out of Service Scenarios

Customer[1]	2025		2045	
	Sarasota OOS[2]	North Port OOS[3]	Sarasota OOS[4]	North Port OOS[5]
Charlotte	19.3	19.3	22.9	22.9
DeSoto	0.8	0.8	2.0	2.0
Manatee	-	-	12.0	12.0
Sarasota	24.3	18.1	38.6	32.5
North Port	3.4	4.0	5.8	6.8
Total Demands	**47.9**	**42.2**	**81.4**	**76.2**

Notes:
(1) Sarasota and North Port receive AAD during their respective self-supply OOS scenarios. Other Customers receive their full Authority MMD allocation.
(2) Sarasota receives Authority AAD allocation of 15.06 mgd in addition to 12.24 mgd to account for its self-supply being OOS.
(3) North Port receives Authority AAD allocation of 2.865 mgd in addition to 1.105 mgd to account for its self-supply being OOS.
(4) Sarasota receives Authority AAD allocation of 27.06 mgd in addition to 11.54 mgd to account for its self-supply being OOS.
(5) North Port receives Authority AAD allocation of 4.865 mgd in addition to 1.89 mgd to account for its self-supply being OOS.

6.3.2.1 Flow and Pressure Hydraulic Modeling Results

In the 2025 OOS scenarios, both North Port and Sarasota can be supplied with their full AAD from the Authority with no infrastructure improvements.

In 2045, both North Port and Sarasota OOS can be supplied with their full AAD from the Authority with no infrastructure improvements additional to those specified in the 2045 planning period. Note that in the 2045 Sarasota OOS scenario, the 38.6 mgd is delivered to two different places (Carlton WTP and Venice Gardens WTP) via three different transmission mains (2B, 2C, and NRTM).

6.3.2.2 Pump Station Results

Table 6.6 shows the flow from each pump station for the Customer self-supply OOS scenarios. These numbers can be compared to the firm and total pump station capacities to determine whether additional pumping capacity is needed under OOS conditions.

Table 6.6 MMD Pump Station Flow Summary (mgd) for Out of Service Scenarios

Facility	2025		2045	
	Sarasota OOS[1]	North Port OOS[2]	Sarasota OOS[1]	North Port OOS[2]
PRF HS 62	27.1	15.8	37.6	32.9
PRF HS 60	19.6	25.6	50.3	45.1
Carlton 3A PS	-	18.1	35.8	39.2
Phase 1A	1.2	-	-	-
Future Authority 3C PS	-	-	22.1	24.1
Future Authority 2C PS	-	-	21.9	18.0

Notes:
(1) Sarasota receives full AAD. Other customers receive MMD.
(2) North Port receives full AAD. Other customers receive MMD.

As shown in **Table 6.6**, the Phase 1A pump station was necessary in the 2025 Sarasota self-supply OOS scenarios. For the other customer OOS scenarios, the Phase 3A PS could supply the region without the Phase 1A PS.

6.3.3 Peace River Facility Out-of-Service Scenarios

In addition to modeling the system while customers' self-supplies were out of service, the capacity of the regional transmission system was evaluated under scenarios in which the PRF was OOS in 2025 and 2045. In these scenarios it was assumed that the PRF pump stations were offline, but that the region could be supplied by the Carlton WTP for a portion of the day. Under these scenarios the Carlton PS and the Phase 3A PS at Carlton were operated to satisfy Sarasota (and Manatee County in 2045) demands and the remaining capacity of the 3A PS would be pumped back through:

- The NRTM in 2025.
- The NRTM and the Phase 2C pipeline in 2045.

It is important to note that this scenario is only feasible for as long as the storage at Carlton WTP can supply water to the region.

6.3.3.1 Flow and Pressure Hydraulic Modeling Results

In the 2025 and 2045 PRF OOS scenarios the Phase 3A PS and Phase 1A PS supply the region under AAD and MMD conditions until storage is depleted at either facility.

- In 2025 AAD, the delivery pressures are not met for connection points requiring 65 psi in Charlotte, DeSoto, and North Port. It may be possible to meet minimum pressure requirements if the PRF pump stations could be used as boosters.
- Under 2045 AAD and MMD conditions, five of the existing 200 HP pumps and two of the proposed 300 HP pumps are required at the Carlton 3A PS. This scenario also requires changing the direction of flow of the future 2C pump station to pump from west to east.

6.3.3.2 Pump Station Results

Table 6.7 shows the pump station flows for the PRF OOS scenarios for 2025 and 2045 under AAD and MMD conditions. These numbers can be compared to the firm and total pump station capacities to determine whether additional pumping capacity is needed under existing and future OOS conditions.

Table 6.7 Pump Station Flow Summary (mgd) for PRF OOS Scenarios

Facility	2025 ADD	2025 MMD	2045 AAD	2045 MMD
PRF HS PS	-	-	-	-
Carlton 3A PS	28.2	28.3	44.9	47.4
Phase 1A	1.2	1.2	2.5	2.6
Future Authority 3C PS	-	-	20.1	24.1
Future Authority 2C PS	-	-	10.6	15.2

As shown in **Table 6.7**, the Phase 1A PS was necessary under each planning period and demand condition to serve the region when the PRF PS was OOS.

6.3.4 Out-of-Service Modeling Results Summary

In summary, two different types of OOS scenarios were evaluated including:

- Customer Self-Supply OOS:
  - North Port Self-Supply OOS.
  - Sarasota County Self-Supply OOS.
- Peace River Facility OOS.

These scenarios were run under 2025 and 2045 demands and planned pipeline and pump station infrastructure. Under the Customer OOS scenarios, each Customer can be served their MMD while the Customer whose self-supply is OOS is served their AAD. Model results showed that the PRF and the regional transmission system could supply the North Port or Sarasota County full AAD demand in 2025 and 2045 while still serving other customers their MMD.

The PRF OOS scenarios were run under AAD and MMD conditions. Should the PRF be OOS, the transmission system and the Phase 3A PS at Carlton and Phase 1A PS could be used to supply the region until storage at Carlton or Phase 1A is depleted.

6.4 Transmission Infrastructure Recommendations

The Authority's regional loop transmission system was conceptualized approximately twenty years ago to interconnect and provide additional water supply reliability for the four-county area. The 2025 IRWSP evaluates the pipeline size and routing for the remaining pipeline segments to confirm the future transmission main pipe diameters and update the estimated cost of each segment.

6.4.1 Recommended Infrastructure and Cost Estimates

This section presents the location, size, and estimated cost for the recommended transmission system projects to complete the Authority's regional loop system, which are shown as **Figure 6.4**. **Table 6.8** lists the description, size or diameter, approximate year, and estimated cost in 2024 dollars. These costs do not reflect the significant amounts of grants the Authority has received in support of these transmission system costs.

The Phase 3A PS improvements and the addition of a 5 MG ground storage tank are currently in progress and are considered part of the Phase 3C project. Initially, a new booster pump station was planned for the intersection of Fruitville and Lorraine Road. However, a value engineering assessment concluded that the existing Phase 3A PS at the Carlton WTP could meet the required flow and pressure specifications, eliminating the need for the new booster station.

The Phase 2C, 3C Extension, Phase 4, and Phase 2D projects are anticipated in the 10-year or beyond timeframe and require feasibility and routing analyses, and preliminary and final design. The cost estimates presented in **Table 6.8** are Class V planning level estimates. Note that Phase 2C and the 3C extension have already been evaluated in previous feasibility studies; however, these documents will need to be reviewed and updated based on the most recent project needs and conditions.

Table 6.8 Recommended Infrastructure Improvements

Item	Description	Anticipated Completion Year	Cost (Millions)
Phase 3C	Transmission Main: 8 miles of 42-inch pipe from Clark Road to intersection of Fruitville Road and Lorraine Road.	2025	$62.35
	Phase 3A PS improvements and additional 5 MG GST: Replacement of 2 existing 200 HP pumps with two 300 HP pumps and an additional 5 MG storage tank at Carlton.	2026	$10.20
Phase 2B	13 miles of primarily 42-inch pipe from the Phase 2 terminus to the Gulf Cove GST in Charlotte County	2026	$88.40
Phase 2C	Transmission Main: 7.6 miles of 36-inch from Carlton to the Venice Gardens WTP and 13.4 miles of 42-inch from the Venice Gardens WTP to the Gulf Cove GST in Charlotte County.	2035	$193.69
	PS and GST(1): One 5 MG storage tank and three 300 HP pumps	2035	$19.75
Phase 3C Extension	Transmission Main(2): 7 miles of 36-inch pipe from the 3C terminus to the Sarasota-Manatee County Interconnect 3 location at Lakewood Ranch Blvd and University Parkway	2034	$33.66
	PS and GST(3): One 5 MG storage tank and three 450 HP pumps	2034	$22.25
Phase 4	10 miles of 24-inch pipe from the Phase 1A PS in Punta Gorda to the Burnt Store service area in Charlotte County	2040	$33.50
Phase 2D	4 miles of 24-inch pipe from the West Villages WTP in North Port to EWD	2042	$18.13
Phase 3A PS Expansion	Includes 2 additional 200 HP pumps at existing PS	2045	$2.35

Notes:
(1) Two 300 HP pumps are needed by 2045. An additional pump is included for redundancy.
(2) The exact terminus will be determined in a feasibility report as this route is not finalized but was determined as the most likely route at the time of this report.
(3) Two 450 HP pumps are needed by 2045. An additional pump is included for redundancy. Note, an additional 5 MG GST will be needed beyond the 2045 planning horizon.

Figure 6.4 Recommended Infrastructure Improvements

6.4.2 Preliminary Environmental Assessments

The Authority plans to connect the regional transmission system to EWD and Charlotte County at the Burnt Store service area via the Phase 2D and Phase 4 pipelines, respectively. It is recommended that the Authority continue discussions with the utilities regarding these mains moving forward.

At this time, an environmental assessment for the two potential routes has not been completed. It is strongly advised that a comprehensive environmental assessment be conducted to determine the most optimal routing while minimizing environmental impacts. A preliminary environmental assessment has been conducted based on the routes evaluated in the model, and the details of this assessment are provided below.

6.4.2.1 Phase 2D

A thorough environmental assessment should be performed during the design phase of this project; however, a preliminary desktop analysis has been conducted to determine the likely environmental impacts of this transmission line. This analysis identified several potential wetland impacts along the east-west section of this route, north of the future Winchester Ranch subdivision. Any impacts to herbaceous wetlands would likely be considered temporary and would not require mitigation, but forested wetland impacts would require mitigation to account for the loss of trees and the shift to an herbaceous community. Currently, there are no mitigation banks that service this area, so any impacts to forested wetlands would require either on- or off-site mitigation that the Authority would be required to maintain in perpetuity. Forested wetland impacts should be avoided either by routing the pipeline around the wetland, minimizing the construction footprint, or incorporating small sections of directional drilling under forested wetlands to avoid having to complete permittee responsible mitigation.

In addition to wetland impacts, there are multiple protected species considerations for this pipeline. Sarasota County identified a parcel within the proposed pipeline route that may be utilized by Florida scrub jays (*Aphelocoma coerulescens*). Based on aerial interpretation, it does not appear that there is any potential scrub habitat in the vicinity of the proposed route; however, a field assessment and possibly a formal scrub jay survey may be required to confirm they are not present. The potential route is also within the Florida Bonneted Bat (*Eumops floridanus*) consultation area, so the route will need to be assessed to determine potential impacts to this endangered species as Florida Bonneted Bat mitigation contributions may be required depending on the acreage of impact to forested (upland or wetland) communities.

6.4.2.2 Phase 4

A thorough environmental assessment should be performed during the design phase of this project; however, a preliminary desktop analysis has been conducted to determine the likely environmental impacts of this transmission line. This analysis identified several potential wetland impacts within the Babcock Webb WMA and a few smaller impacts along Bermont Road and Strasse Boulevard. The majority of these impacts are to herbaceous wetlands and would likely not require mitigation, but forested wetlands along Bermont Road and Strasse Boulevard could likely be offset with credits from a mitigation bank within the Peace River watershed. Unfortunately, there are currently no mitigation banks that service Babcock Webb WMA portion of this route, so any impacts to forested wetlands in that area would require either on- or off-site mitigation that the Authority would be required to maintain in perpetuity.

In addition to wetland impacts, there are multiple protected species considerations for this pipeline. Several properties near the Bermont Road/George Road intersection fall within the Charlotte County Scrub Jays Permit Area. If the impacts are limited to the Bermont Road right-of-way, there would be no mitigation payment required, but given the close proximity to scrub habitat, Charlotte County may still require a preconstruction nesting survey to prevent this project from impacting any scrub jay nests. The potential route is also within the Florida Bonneted Bat (*Eumops floridanus*) assumed presence area, therefore an acoustic and/or roost structure survey will likely be required during the permitting process and coordination with the U.S. Fish and Wildlife Service should be initiated early in the design or permitting stage of this project. There is also a bald eagles' nest identified near the proposed route, east of Jones Loop Road. Although this nest was inactive during the nesting season, the nest and the surrounding area should be assessed early in the design phase to determine if there are any potential impacts to bald eagles.

CHAPTER 7 RECLAIMED WATER OPPORTUNITIES

7.1 Background

Except for those parts of Charlotte County located within the South Florida Water Management District (SFWMD), each Member of the Authority is located within the SWFWMD's Southern Water Use Caution Area (SWUCA). Since adoption of the SWFWMD's SWUCA Recovery Strategy in 2006, the SWFWMD has promoted a "reclaimed water (reuse) initiative." This initiative is intended to expand the beneficial use of reclaimed water for purposes such as residential landscape, golf course, and agricultural crop irrigation, industrial cooling and processing, groundwater recharge, and indirect potable reuse with the intent of decreasing reliance upon traditional (fresh) ground and surface water supply sources. The SWFWMD has pursued implementation of this initiative for nearly 20 years through both regulatory (e.g. groundwater replacement credits) and non-regulatory means (e.g. cooperative funding).

More recently, Florida has experienced regulatory advancements in expanding reclaimed water and potable water reuse to address growing water demands and environmental challenges. Beginning with Senate Bill (SB) 536 in 2014, the state set the stage for promoting the preferential use of Alternative Water Supply (AWS) sources like reclaimed and desalinated water, encouraging utilities to invest in related infrastructure. The creation of the Florida Potable Reuse Commission (PRC) in 2019 and the subsequent Clean Waterways Act (SB 712) in 2020 were also pivotal steps in formalizing potable reuse strategies. In 2023, the FDEP initiated rulemaking for direct potable reuse (DPR) and indirect potable reuse (IPR) under Chapter 62-565, aiming to establish stringent treatment standards for facilities engaged in potable reuse.

Utilities around Florida and the United States (US) are showcasing the practical application of these regulations. Polk County Utility is piloting a DPR project to address water deficits, while the Clay County Utility Authority is exploring IPR as part of a larger strategy to balance water demand. Elsewhere in the US, utilities such as are pursuing implementation of DPR projects. For example, El Paso Water (Texas) is set to launch the first US DPR facility in 2027.

Each of the Authority's Customers has implemented beneficial reuse programs, and the southwest Florida region continues to hold considerable promise for furthering the beneficial reuse of reclaimed water. While the Authority's four-county region is already beneficially using reclaimed water to an admirable degree, there remains ample opportunity to develop and implement strategies that can leverage the SWUCA and more recent emerging regulatory opportunities, and to align them with future infrastructure improvements.

7.2 Reclaimed Water Regulatory Landscape in Florida

Over the past decade, there has been significant progress in expanding reclaimed water as a sustainable and viable water supply option. This movement gained momentum in 2014 when the Florida Senate passed SB 536, which directed FDEP to prepare a report outlining strategies for expanding the beneficial use of reclaimed water. The SB 536 Report, published in 2015 by FDEP in coordination with the state's five Water Management Districts, evaluated how AWS could be expanded to meet future demands. The report identified numerous regulatory and permitting challenges associated with increasing reclaimed water use, particularly in Aquifer Storage and Recovery (ASR) and Aquifer Recharge (AR) applications. It found that while reclaimed water is vital to sustainable water resource management, several outdated or overly stringent rules posed significant barriers to its widespread and effective deployment.

Key findings and recommendations from the SB 536 Report included:

- Revising Chapter 62-528, FAC (Underground Injection Control or UIC), to create permitting pathways for ASR and direct AR facilities while maintaining groundwater and public health protections.
- Amending Chapter 62-610, FAC, to address disinfection requirements and facilitate the blending of harvested stormwater and treated wastewater.
- Reducing treatment requirements for supplementing reclaimed systems without compromising public health and safety.
- Enabling regulatory flexibility through mechanisms such as Zones of Discharge (ZODs), which are available to other facility types but difficult to apply to injection systems.

The report also highlighted that storing reclaimed water underground for future use and using it to recharge aquifers affected by groundwater withdrawals are essential tools for enhancing beneficial reuse and ensuring long-term water supply resilience. However, the current groundwater discharge rules require full compliance with drinking water standards at the point of discharge, creating regulatory barriers for utilities looking to implement reclaimed water ASR projects, even for non-potable applications.

SWFWMD echoed these concerns in its 2015 Regional Water Supply Plan (RWSP), emphasizing the significant role that reclaimed water plays in reducing groundwater withdrawals in critical areas such as the Southern Water Use Caution Area (SWUCA). The RWSP identified ASR wells as offering large-volume, cost-effective, and environmentally low-impact storage options compared to traditional surface storage, which is more vulnerable to evaporation, seepage, and rainfall variability.

While the SB 536 report provided a comprehensive roadmap for modernizing reclaimed water regulation, many of its recommended changes to FDEP's UIC and Reuse rules have yet to be implemented. The continued absence of updated rules has perpetuated regulatory uncertainty and has delayed progress on both traditional non-potable reclaimed water uses and newer approaches such as Indirect Potable Reuse (IPR) and Direct Potable Reuse (DPR).

Recognizing this need, the state took a significant step forward in 2019 with the issuance of Executive Order 19-12, which led to the creation of the Florida Potable Reuse Commission (PRC). The PRC brought together diverse stakeholders, including utility representatives from WateReuse Florida, the Florida Water Environment Association Utility Council, and the Florida Section of the American Water Works Association, alongside experts from agriculture, industry, public health, academia, and regulators from FDEP and Florida's Water Management Districts.

In 2020, the PRC published The Framework for the Implementation of Potable Reuse in Florida, a comprehensive document that outlined practical recommendations and guidelines for expanding potable reuse programs across the state. In response to these recommendations, the Florida legislature passed the Clean Waterways Act in 2020 through SB 712. This bill mandated the FDEP to initiate rulemaking to support the implementation of potable reuse, directly incorporating the PRC's recommendations. Additionally, the state passed SB 64 in 2021, which required the elimination of non-beneficial surface water discharges, thereby encouraging utilities to maximize water reuse, and identifying potable reuse as a viable alternative for managing treated wastewater effluent.

In 2023, following the Clean Waterways Act, FDEP commenced rulemaking and proposed the development of a new rule Chapter 62-565, FAC for potable reuse. The rulemaking process sought to create comprehensive regulations for the safe and effective use of treated wastewater effluent in potable reuse applications. The new rule's objective was to meet the highest standards for public health and environmental protection. A key feature of the proposed rule is its establishment of rigorous treatment, monitoring, and operational requirements for facilities engaged in potable reuse. These new standards cover both DPR and IPR, with the former referring to water that is directly introduced into the drinking water system (either as raw water or blended with finished water) and the latter involving advanced treated water that recharges an environmental buffer like groundwater or surface water before being treated at a drinking water treatment plant.

As part of the rulemaking, FDEP defined a facility that produces water for potable reuse applications as an Advanced Treatment Water Facility (ATWF). To meet the stringent requirements for potable reuse, these facilities incorporate a multi-barrier treatment approach to treat chemicals and pathogens, which may include technologies such as membrane filtration (like reverse osmosis), ozone and biofiltration (with advanced oxidation), and other equivalent technologies to meet established water quality goals.

The proposed development of Chapter 62-565 – Potable Reuse also impacted several existing chapters of the Florida Administrative Code, including:

- Chapter 62-550: Public Drinking Water Systems, which will need to incorporate the new potable reuse standards to ensure that water from both IPR and DPR systems meets the same high standards as traditionally sourced drinking water.
- Chapter 62-555: Public Water Systems, which governs the design and operation of public water systems, will also need to align with the new rules related to potable reuse.
- Chapter 62-600: Domestic Wastewater Facilities, which cross-references other chapters for wastewater treatment plants serving treated effluent for potable reuse applications.
- Chapter 62-610: Reuse of Reclaimed Water, which was amended to remove all previous rule language on IPR, since that is now under Chapter 62-565.
- Chapter 62-625: Pretreatment Requirements for Existing and Other Sources of Pollution, which includes rule language for source control for wastewater treatment plants serving treated effluent to potable reuse facilities.

FDEP had determined that legislative ratification was not necessary, and the proposed rule and amendments went before the Florida Environmental Regulation Commission (ERC). The ERC met and voted unanimously in support of the proposed rule on December 13, 2024. On February 25, 2025, FDEP officially adopted the new statewide rules governing both direct and indirect potable reuse.

However, even with this progress, regulatory impediments specific to reclaimed water ASR and AR systems remain unresolved, as initially highlighted in the SB 536 report. The Authority and its partners continue to advocate for updates to Chapters 62-528 and 62-610 to allow for more flexible permitting of reclaimed water storage and recharge projects, including the Authority's own Partially Treated Water ASR project.

7.3 Case Studies

The following case studies describe two pilot studies that are being conducted in Florida and a full-scale DPR facility soon to be under construction. These case studies provide context behind the ongoing regulatory advancements in Florida and provide considerations for potable reuse facilities when operating at full-scale.

7.3.1 Polk County Utilities

Located in central Florida, within an area referred to as the Central Florida Water Initiative (CFWI), Polk County has been experiencing substantial increases in public water supply demands due to population growth. Water use permitting (WUP) regulations in the CFWI include plans to limit Polk and other public water suppliers' WUPs that have historically relied upon traditional fresh groundwater. The Polk County Utilities (PCU) DPR Pilot Study, called One Water Polk, is part of PCU's strategy to develop alternative water sources to meet these increasing demands and provide a sustainable water supply source to their Northwest service area. The One Water Polk project is anticipated to meet a net deficit of 1.5 mgd in this area by 2045.

The project kicked off in 2021 with the development of a comprehensive test plan, which included a detailed literature review, source water characterization, and the development of a multi-barrier treatment train. PCU is an inland utility interested in DPR without using RO due to challenges associated with RO concentrate disposal. To address the site-specific wastewater effluent water quality at the Northwest Regional Wastewater Treatment Plant, the DPR treatment train includes pretreatment for organics using enhanced coagulation before a carbon-based advanced treatment. **Figure 7.1** shows the process flow diagram for the treatment train. A unique feature of this design was to include bypass lines between processes to include the ability to test three different treatment trains and identify the ideal site-specific solution for PCU. Over the remainder of 2021, the project team focused on coordination with FDEP, finalizing the test plan, and preparing for the procurement and bidding process to construct the 10 gallons per minute (gpm) pilot facility.

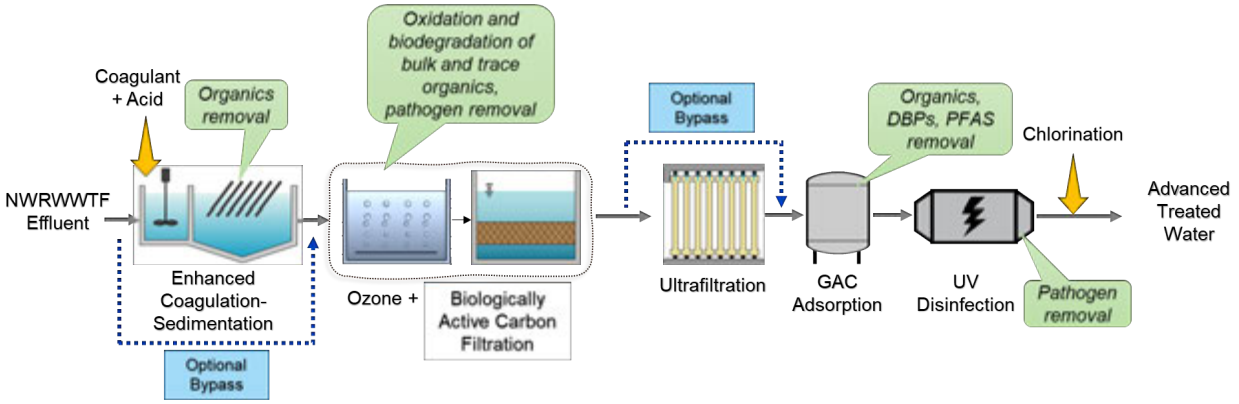


Figure 7.1 Process Flow Diagram of the Polk County Utilities DPR Project – One Water Polk

Construction began in 2022 with pilot testing starting in August 2023. The pilot demonstration ended in August 2024, and the final report is expected to be available in early 2025. The yearlong demonstration project is co-funded by the SWFWMD. **Figure 7.2** shows the constructed facility, which is now open for tours. PCU plans to continue operating the facility beyond the yearlong demonstration for regulatory purposes and continued public outreach and education about potable reuse and the need for alternative water supplies.

Figure 7.2 One Water Polk Facility

A significant challenge for this project was meeting regulatory requirements while FDEP was completing the rulemaking efforts. PCU's consultant (Carollo) worked closely with PCU and FDEP to confirm the pilot test plan was approved by FDEP, and the data generated would qualify for a full-scale ATWF permit application. While Chapter 62-565, FAC outlines that a 12-month pilot project is required before designing a full-scale ATWF, it also allows an abbreviated demonstration period if the project applicant can provide sufficient information from other similar projects that a certain type of water quality can be treated using the chosen treatment train. As such, this project (and several others in Florida) provides detailed technical information on the use of carbon-based advanced treatment for a wastewater effluent similar to that at the Northwest Regional Wastewater Treatment Facility, paving the way for other project to experience a potentially expedited schedule.

7.3.2 Clay County Utility Authority

In North Florida, Clay County Utility Authority (CCUA) is facing increasing limited potable groundwater supply options, coupled with rapid growth and demand along the First Coast Expressway. CCUA already reuses over 80 percent of its treated wastewater effluent for public access reuse and other uses and is striving to reach 100 percent to comply with SB 64. CCUA's wastewater plants are interconnected, giving them opportunities to maximize reclaimed water use between service areas; however, transporting water during peak demand seasons is not always feasible. An integrated water supply master plan identified potable reuse as a potential avenue to balance water needs throughout the year, and offers a local sustainable, drought-proof supply to CCUA.

Project Quench, a 20-gpm pilot demonstration facility, co-funded by the St. Johns River Water Management District (SFRWMD), is the first step in the early planning for potable reuse at CCUA, setting them up for a full-scale application of up to 5 mgd in the future. Early work in 2020 involved source water characterization of wastewater effluent from all their wastewater plants to understand the variability in water quality between plants, and CCUA's ability to use results from a pilot study at one of their wastewater plants to other wastewater plants. A comprehensive weighted decision analysis matrix approach was developed to select the appropriate treatment train for IPR at CCUA, which included factors such as final water quality, ability to permit, treatment complexity, operator/staffing needs, residuals management, and net present value. Based on this analysis, a carbon-based advanced treatment was chosen for Project Quench to be installed at the Mid-Clay Regional Water Reclamation Facility (**Figure 7.3**).

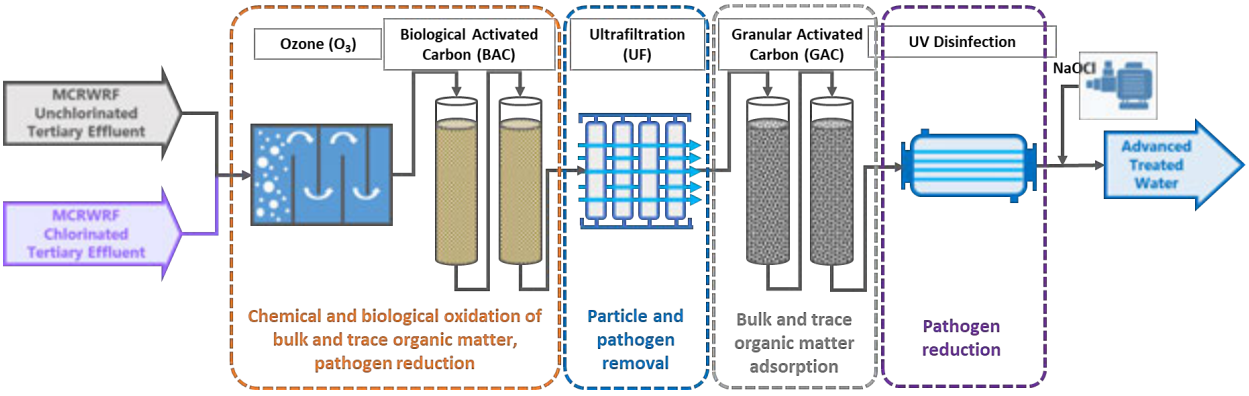


Figure 7.3 CCUA's Project Quench Process Flow Diagram for IPR

The facility's design was completed in Spring 2022, followed by bidding in the summer of that year. Construction of the demonstration facility commenced in Fall 2022, and the pilot was started up in Spring 2024. Official start of operations for regulatory purposes began in August 2024 which will continue for a year until August 2025. The facility is open for tours, with some pictures shown below.

Figure 7.4 Aerial view of Project Quench Facility at Substantial Completion During Construction

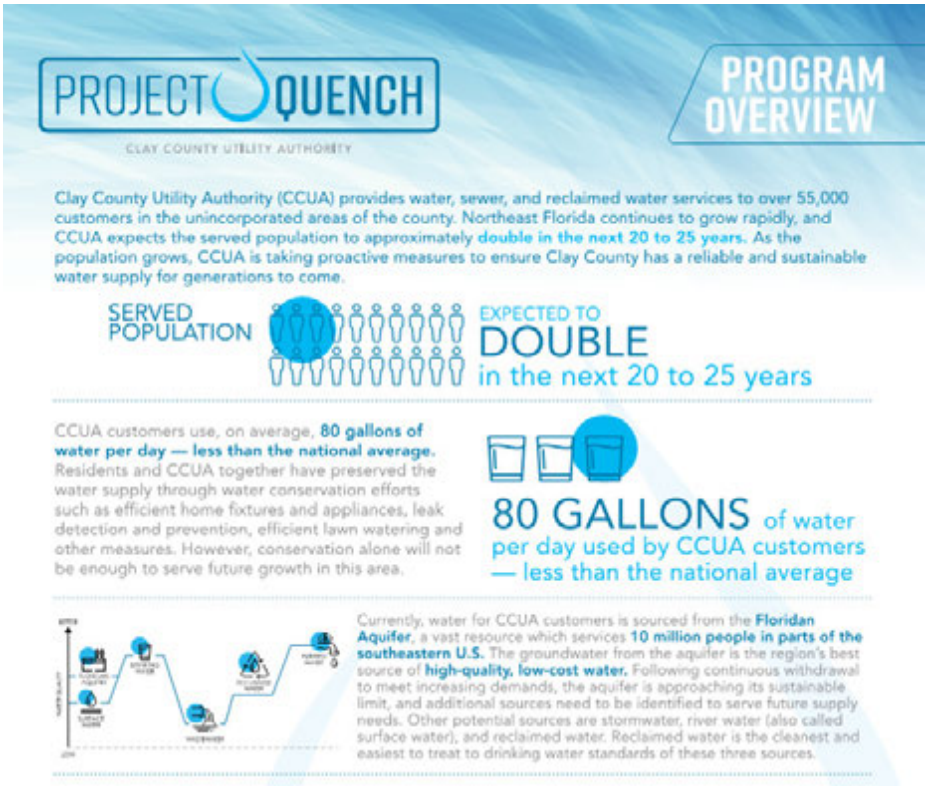


Figure 7.5 Example of Public Outreach Materials Developed for Project Quench

Figure 7.6 Operation of the Carbon-Based Advanced Treatment Pilot at Project Quench

7.3.3 El Paso Water

In El Paso, Texas, DPR is expected to become a reality by 2027. Situated in a desert region with only 9 inches of rainfall annually, El Paso faces challenges in meeting growing water demand due to population growth and the impact of climate change on water supplies supplied from other states. El Paso Water (EPWater) has been familiar with reclaimed water since the 1960s when it was used to irrigate golf courses. EPWater also developed the first aquifer storage and recovery facility in Texas in the 1980s.

Currently, EPWater has three sources of potable drinking water: fresh groundwater, desalinated groundwater, and river water from the Rio Grande. The utility already operates the world's largest inland desalination facility, and soon, it will achieve another major milestone – the first direct-to-distribution DPR facility in the US, the Advanced Water Purification Facility (AWPF).

Originally, the AWPF was anticipated to be an IPR project, where treated would be directed to wetlands then eventually filtered into the groundwater before being pumped and treated again. However, this plan would have entailed many additional costs and high energy consumption for the City. Instead, EPWater decided to build a direct-to-distribution model, to maximize drinking water production and reduce the resource and energy consumption that would have been necessary to re-treat the water for IPR.

In early 2016, EPWater completed a successful pilot test at their Roberto R. Bustamante Wastewater Treatment Plant. The pilot employed a four-step process: microfiltration, RO, UV with advanced oxidation, and GAC. Additionally, in 2018, EPWater conducted a comprehensive evaluation of the plant's capacity and effluent needs to maximize the use of existing wastewater treatment infrastructure before designing expansion facilities and enhancing source water protection for the APWF.

The APWF will produce up to 10 mgd of purified water initially and 12 mgd at buildout, with construction slated to begin in early 2025. **Figure 7.7** illustrates the APWF process flow diagram, and **Figure 7.8** provides a rendering of the facility.

Figure 7.7 El Paso AWPF Process Flow Diagram

Figure 7.8 El Paso APWF Rendering

7.4 Regional Reclaimed Water Sources Assessment

The Authority is committed to proactive planning, seeking safe, reliable, and environmentally sustainable solutions to meet the growing water demands of its customers. While it has traditionally relied on the Peace River as its primary water supply, the Authority remains open to exploring innovative alternatives. While the Authority itself does not generate reclaimed water, the Authority is open to pursuing partnerships with its Customers (or other potential partners) who generate reclaimed water to implement innovative beneficial reuse projects. Such projects could potentially include potable reuse or other, more traditional reuse-related supply opportunities consistent with the SWUCA Recovery Strategy and regulations (e.g. groundwater replacement credits). Although there are no immediate plans to pursue potable reuse projects, assessing the availability of reclaimed water across the four-county region is a crucial first step toward identifying potential future opportunities for collaboration.

An assessment was conducted to evaluate the reclaimed water providers within the Authority's four-county service area. These providers are predominantly utility-owned and operated wastewater treatment facilities. The data for 2023 was gathered from submitted FDEP annual reuse reports. **Table 7.1** below presents a comprehensive inventory of reclaimed water users, detailing their permitted wastewater capacity, 2023 annual average wastewater flow, annual reuse amount, and the percentage of water reused.

Table 7.1 Regional Reclaimed Water Inventory

Facility Name	Wastewater Facility Permitted Capacity (mgd)	2023 Annual Average Wastewater Flow (mgd)	2023 Annual Reuse (mgd)	Reuse (%)
Manatee County				
Braden River Utilities	NA(1)	NA	3.484	100
City of Bradenton WWTP	9.000	6.742	3.766	56
City of Palmetto WWTP	2.400	1.465	1.109	76
Manatee County Southwest Regional WRF(2)	15.000	13.100	18.100	64
Manatee County Southeast Regional WRF(2)	11.000	10.600		
Manatee County North Regional WRF(2)	7.500	4.600		
Total Manatee	**44.900**	**36.507**	**26.459**	**72**
Sarasota County				
Venice Eastside WWTP	8.000	3.459	2.902	84
City of North Port WWTP	4.990	2.130	1.042	49
Sarasota County Southwest WRF	4.000	0.521	0.500	96
City of Sarasota AWWTF	10.200	7.310	3.384	46
Camelot Lakes WWTP	0.078	0.055	0.055	100
Sarasota County Bee Ridge WRF(2)	12.000	6.770	8.810	71
Sarasota County Central County WRF(2)	8.000	5.700		
Venice Gardens WRF	3.0000	2.910	2.310	79
Total Sarasota	**50.268**	**28.855**	**19.003**	**66**
Charlotte County				
Charlotte County Eastport WWTP(2)	6.000	4.996	3.505	51
Charlotte County Westport WWTP(2)	1.200	0.732		
Charlotte County Rotunda WRF(2)	2.000	1.100		
Riverwoods Utilities WWTP	0.499	0.126	0.126	100
Charlotte County Burnt Store WWTP	0.500	0.525	0.250	48
Englewood Water District WRF	3.400	1.631	1.304	80
Charlotte Correctional Institution WWTP	0.250	0.234	0.234	100
City of Punta Gorda WWTP	4.0000	2.546	0.000	0
Town and Country Utilities WRF	0.75	0.359	0.359	100
Total Charlotte	**18.599**	**12.249**	**5.778**	**47**

Facility Name	Wastewater Facility Permitted Capacity (mgd)	2023 Annual Average Wastewater Flow (mgd)	2023 Annual Reuse (mgd)	Reuse (%)
DeSoto County				
William Tyson WWTP	2.00	0.949	0.277	29
DeSoto County Regional WWTF	0.75	0.497	0.497	100
Total DeSoto	**2.75**	**1.446**	**0.774**	**54**
OVERALL	**116.517**	**79.057**	**52.014**	**66**

Notes:
[NA – not applicable]
(1) Braden River Utilities is a wholesale purchaser and distributor of reclaimed water but does not own nor operate any wastewater treatment facilities.
(2) These facilities, which are appropriately grouped, share a master reuse permit.

In 2023, the four-county region achieved an impressive 66 percent reuse rate for reclaimed water. This marks a significant increase from 2016, when the four-county region had a permitted capacity of 105 mgd, with 66 mgd of treated wastewater and 37 mgd reused, representing a 56 percent reuse rate. The Southern Region of the SWFWMD has already exceeded the 2025 goal of reusing over 60 percent of wastewater treated effluent. This progress highlights the region's ongoing commitment to expanding its reclaimed water usage and eventually meeting the SWFWMD's long-term goal of beneficially reusing 75 percent of all wastewater treatment plant flow by 2040.

As the State of Florida continues to explore implementation of recommendations provided in the state FDEP Office of Water Policy and five Water Management Districts report entitled Expansion of Beneficial Use of Reclaimed Water, Stormwater and Excess Surface Water (Senate Bill 536, December 2015) and recent regulations regarding DPR and IPR progress, it will become increasingly favorable to use the region's remaining unused reclaimed water to meet water demand in the region.

The Authority continues to expand its regional potable water transmission system throughout the region, which provides an opportunity to connect to other utilities' infrastructure, including systems that may be interested in future DPR, IPR, and groundwater replacement credit (GRWC) projects in the future. As seen in **Figure 7.9**, an overlay of the Authority's transmission mains, with the water and wastewater facilities in the area and reclaimed systems, provides a preliminary bird's eye view for the possible places that such tie-ins could potentially occur.

Developing DPR, IPR, or GWRC concepts would require considerable planning, regional coordination and collaboration, and evaluation of technical and economic feasibility. Any concept proposed must consider applicable regulations (e.g. SWUCA for GWRCs) and Chapter 62-565, FAC for IPR or DPR. Initial consideration would, at minimum, include the following:

- Reuse water available – assess existing and future quantities.
- Reuse infrastructure – evaluate the physical mains and their locations, including proximity to the PRF and the regional transmission system.
- Wastewater treatment – review effluent standards, age of the facility, and the remaining footprint of the site to expand to more advanced treatment.

- Recharge and/or production well system – consider regulatory feasibility, hydrogeology, and location.
- Contractual – analyze the division of responsibilities and costs, including the implications for Members, Customers, and Partners.

Despite the many challenges of partnering on such projects, the potential benefits of cost-sharing and regional AWS funding opportunities are significant. The City of North Port has been conducting a Feasibility Study for DPR/IPR throughout 2024, with plans to initiate a pilot study as early as 2027. Meanwhile, Charlotte County has listed a feasibility study for potable reuse at the Burnt Store WRF in 2036 in their FY24 CIP. This alternative water supply option is rapidly growing traction as a promising and viable strategy to monitor in the years ahead.

Figure 7.9 Overview Map with Reclaimed Pipelines

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7.4.1 Net Benefit Applications

The concept of "Net Benefit" is derived from the SWFWMD SWUCA Recovery Strategy and WUP Rules. These provisions are designed to provide flexibility to WUP applicants in situations where existing rules would not typically allow new groundwater withdrawals. A new groundwater supply can be issued when it is demonstrated that the Net Benefit will mitigate predicted impact of the new supply.

There are three forms of Net Benefit that can provide additional quantities of water to the Authority, its Members, Customers and Partners over time: quantities created by District water resource development projects, GWRC and mitigation plus recovery (including land use transitions).

Quantities created by District water resource development projects refer to the quantity of recovery that may be available if the District implements a project that achieves more improvement than necessary to recover an MFL. If such quantities are not otherwise reserved, they are available for permittees. In practice, this involves contributing to the District's water resource development project in exchange for a new groundwater supply. The permitee must demonstrate that the improvements "purchased" are equal to those that would otherwise be caused by the new withdrawal.

A GWRC is generated when a supplier provides an alternative water supply to offset actual groundwater withdrawals by an existing permit holder (the receiver). The credit is a percentage of the groundwater withdrawal offset and can be used by the supplier, receiver, or potentially a third party. This option allows for the creation of credits when reclaimed water or alternative water supplies are used to offset the withdrawal of groundwater. This mechanism played a key role in Manatee County securing a permit for the Buffalo Creek Wellfield.

In 2023, approximately 117 mgd of wastewater treatment capacity was available within the Authority's four-county region. Of this, around 79 mgd was actively in use, and about 52 mgd was beneficially reused. A significant portion of this reclaimed water remains unused, presenting substantial opportunities for additional beneficial reuse.

GWRCs were devised to incentivize wastewater utilities to provide AWS to WUP permittees. A GWRC is created when an AWS, such as reclaimed water, is supplied to an existing WUP permittee to reduce that permittee's historical reliance on groundwater, thus achieving a Net Benefit. Reclaimed suppliers are not eligible when they redirect water from an existing reclaimed user to another.

The credits can be applied to secure new quantities for WUPs, benefiting the AWS supplier (the utility), the AWS receiver (the permittee), or both. Typically, water supplies provided prior to January 1, 2000, are eligible for up to 50 percent of the associated groundwater offset, while supplies made thereafter are generally eligible for up to 90 percent.

The potential for securing GWRCs is directly linked to how effectively reclaimed water is targeted to offset groundwater withdrawals by others. For instance, one of the Authority's Members, Manatee County, has proactively pursued GWRCs. In recent years, the County secured 3.1 mgd of new groundwater supply for conjunctive use and recently increased it to 4.75 mgd by replacing approximately 4.0 mgd of historic groundwater withdrawals with reclaimed water for Braden River Utilities. This reclaimed water source has become one of the County's largest customers.

The Mitigation Plus Recovery provision consists of retiring groundwater quantities historically used by one or more permits that adversely impact the same MFL waterbody as the permittee. This process ensures that the retired quantities contribute to mitigating the negative impacts of the proposed new withdrawal.

1. Retirement of Groundwater Use:
    - » Mitigation plus recovery must either precede or coincide with any new permitted withdrawals.
    - » Historically used quantities refer to groundwater volumes that were previously deemed reasonable and beneficial by SWFWMD. These quantities are determined through various methods, such as submitted documentation (e.g., seasonal/annual crop reports, metered data) and verification techniques (e.g., aerial photography, property appraiser records).
    - » For WUPs below reporting thresholds, alternative verification methods such as aerial photography will be employed.
2. Recharge and Aquifer Impact:
    - » Recharging the aquifer with water such that the net positive impact on the Floridan aquifer potentiometric surface exceeds the impact of the proposed withdrawal by at least 10 percent is another form of mitigation under this provision.
3. Other Actions to Offset the Impact:
    - » Other activities or measures that offset the predicted impact of the proposed withdrawal and provide a 10 percent recovery above and beyond the negative impact can also contribute to meeting the Net Benefit requirements.

If the foregoing AWS initiatives are pursued and applied regionally and presented as a collective regional benefit, they could potentially be eligible for substantial cooperative funding from the SWFWMD or the State of Florida. By further leveraging existing reclaimed water resources, the region can maximize its potential for safe, reliable, and environmentally sustainable water supply management while decreasing reliance upon traditional groundwater withdrawals and supporting broader water supply and water resource management goals.

CHAPTER 8 SUMMARY AND CONCLUSIONS

The Authority's mission encompasses the crucial responsibility of planning, developing, and delivering high-quality drinking water to its Members and Customers to meet the growing demands of the region. Each Member and Customer operates its own water treatment facilities, which currently fulfill a portion, or in some cases, the entirety, of their water demand. This section outlines the recommended steps the Authority can take to address the evolving needs of these communities. The 2025 Plan, developed using insights and data from prior sections, serves as a strategic framework for capital investments and improvements from 2025 through 2045.

8.1 Regional Water Supply

Chapter 2 of the 2025 Plan provided an overview of the region's currently available water sources, existing and potential future WUP withdrawal quantities, treatment efficiencies of water treatment plants, and the finished water capacities projected through 2045. For effective and objective planning of the Authority's water supply and transmission system, it is essential to compare the projected water demands of its Members and Customers with the currently available regional water supply capacities. The regional water supplies considered include WUP-authorized AAD and PMD withdrawal capacities, along with the associated water treatment plant finished water capacities. A summary of the regional water supplies is provided in **Table 8.1**.

Table 8.1 Available 2025 Regional Water Supply Capacity

Customer or Member	Water Treatment Plant	WUP AAD (mgd)	WUP PMD (mgd)	Treatment Efficiency (%)	Finished Water Capacity AAD (mgd)	Finished Water Capacity PMD (mgd)
Charlotte County	Burnt Store WTP	3.172	4.118	78	2.474	3.212
DeSoto County	DCI WTP	0.822	1.101	80	0.658	0.881
Manatee County	Consolidated WUPs	56.796(1)	72.334(1)	91	51.926(2)	64.631(2)
Sarasota County(3)	Carlton WTP	15.553	18.275	80	12.000	12.000
City of North Port	Myakkahatchee Creek WTP	4.400	6.000	75	3.300	4.500
	West Villages WTP	2.700	2.700	66	1.782	1.782
Authority	Peace River Facility	80.000	-	100	34.700(4)	41.652(4)
				Total	**106.840**	**128.658**

Notes:
(1) WUP values are aggregated from the County's Consolidated WUP No. 20013343.005 and the County's IMC-Manatee Wellfield WUP No. 20007345.006.
(2) Capacity includes contractual supply to Sarasota County, but does not include allocations for Buffalo Creek Wellfield as this source has not yet been developed.
(3) The finished water capacity is based on the treatment capacity at Carlton as it is more limiting. The quantities related to the University Parkway Wellfield and the Venice Gardens Wellfield are excluded, as these facilities are not currently operational for production and are scheduled for decommissioning.
(4) Reliable yield of the Authority's WTP, reservoir, and ASR system and the allocated capacity per the Authority's MWSC prior to the SWSEP coming online.

In 2025, the available regional finished water capacity is 106.105 mgd AAD and 132.262 mgd PMD. Sarasota County's University Parkway WTP and Venice Gardens WTP are planned for decommissioning and not included in the finished water capacity for the region.

8.2 Regional Water Demand

Chapter 3 outlined a range of future annual average demand projections derived from a variety of growth methodologies. These projections were based on Authority Member and Customer forecasts, historical regional water use, BEBR population estimates, and SWFWMD projections. From seven demand projection methods, the most probable annual demand for the region was identified as the median demand within this range.

In addition, to planning to meet projected demands, previous IRWSPs have recommended the region consider collectively employing a "17% Capacity Standard" best management practice (BMP). This BMP recommendation is comprised of two components: 1) a "6% Rotational Reserve Capacity" and 2) a "90% Capacity Standard." The 6% Rotational Reserve Capacity is added to the most probable regional projected demands to determine the total projected demands. This reserve serves as an effective BMP because it accounts for unforeseen circumstances that may require immediate access to additional water supply capacity. Such circumstances include severe droughts, mechanical failures at existing facilities, and extreme weather events like hurricanes that can disrupt operations or contaminate water sources. Additionally, maintaining Reserve Capacity provides flexibility to accommodate unanticipated, short-term surges in regional development, allowing infrastructure to respond to sudden increases in demand. This adaptability not only enhances regional resilience but also supports continued economic growth by reducing the risk of water supply shortages.

The 90% Capacity Standard calls for new water supply capacity to be completed and online prior to total projected demands (i.e. projected demands + 6% Rotational Reserve) exceeding 90% of available annual average finished water supply capacity. The 90% Capacity Standard BMP provides a safety factor to ensure there is always sufficient average day production capacity available considering that it typically takes five or more years to develop a new water supply source. The 6% Rotational Reserve and 90% Capacity Standard are collectively referred to herein as a "17% Capacity Standard" because their combined application to projected demands results in a required "total finished water capacity" that is approximately 17% (16.597%) above projected demands. Although not required of the Authority or its Customers, the 17% Capacity Standard is intended to ensure the region always has reliable and adequate supply capacity for future growth and unexpected events.

Chapter 3's projection methodologies also evaluated peaking factors, confirming the Master Water Supply Contract's use of 1.2 and 1.4 as the ratios of PMD to AAD and MDD to AAD, respectively. These peaking factors were validated through analysis of finished water flow data collected from the PRF between 2014 and 2024.

Table 8.2 provides the Authority's most probable annual average projected demands through 2075, along with the additional 17% Capacity Standard, and the total AAD and PMD finished capacities that would be necessary to comply with it. It also identifies the available regional finished water capacity, which includes currently available capacity as well as the Authority's SWSEP (18.0 mgd AAD) and Manatee County's Buffalo Creek Wellfield (3.0 mgd AAD) since both sources have already received WUPs and are proceeding toward construction.

Table 8.2 Regional Finished Capacity Needed to Meet Most Probable Demands with a 17% Capacity Standard

Year	Most Probable Projected Demand (mgd)	17% Capacity Standard (mgd)	Total AAD (mgd)		Total PMD (mgd)	
			Total Finished Capacity Needed	Finished Capacity Available(1)	Total Finished Capacity Needed	Finished Capacity Available(1)
2025	91.11	15.12	106.23	106.840	127.478	128.650
2026	92.86	15.41	108.27	106.840	129.923	128.646
2027	94.64	15.71	110.35	106.840	132.416	128.646
2028	96.45	16.01	112.46	108.635	134.956	130.800
2029	98.30	16.32	114.62	113.183	137.544	136.258
2030	100.19	16.63	116.82	114.724	140.182	129.590
2031	101.94	16.92	118.86	115.840	142.632	139.146
2032	103.72	17.21	120.94	117.340	145.124	140.946
2033	105.53	17.52	123.05	126.340	147.661	151.746
2034	107.38	17.82	125.20	126.340	150.241	151.746
2035	109.25	18.13	127.38	129.340	152.859	154.746
2036	111.05	18.43	129.49	129.340	155.383	154.746
2037	112.89	18.74	131.62	129.340	157.950	154.746
2038	114.75	19.05	133.80	129.340	160.559	154.746
2039	116.65	19.36	136.01	129.340	163.210	154.746
2040	118.58	19.68	138.26	129.340	165.913	154.746
2041	120.37	19.98	140.35	129.340	168.418	154.746
2042	122.19	20.28	142.47	129.340	170.960	154.746
2043	124.03	20.59	144.62	129.340	173.541	154.746
2044	125.90	20.90	146.80	129.340	176.161	154.746
2045	127.80	21.21	149.01	129.340	178.813	154.746
2075	168.01	27.88	195.89	129.340	235.073	154.746

Notes:
(1) Includes increased contractual allocations from the Authority's SWSEP (18.0 mgd) and the Manatee County Buffalo Creek Brackish Wellfield and RO WTP coming online in 2035 (3.0 mgd).

Table 8.2 identifies a projected increase in the most probable demand of 36.69 mgd over the 20-year planning period. To meet this demand in a manner consistent with the historically recommended 17% Capacity Standard would require an increase in finished capacity from 106.23 mgd to 149.01 mgd (increase of 42.8 mgd). **Table 8.2** demonstrates that with the exceptions of 2025 and 2033-2035, the available finished water capacity would be less than the recommended 17% Capacity Standard for the 20-year planning period.

Figure 8.1 provides a graphical representation of the AAD most probable demand, total finished water capacity required considering the capacity standard, and the existing supplies available.

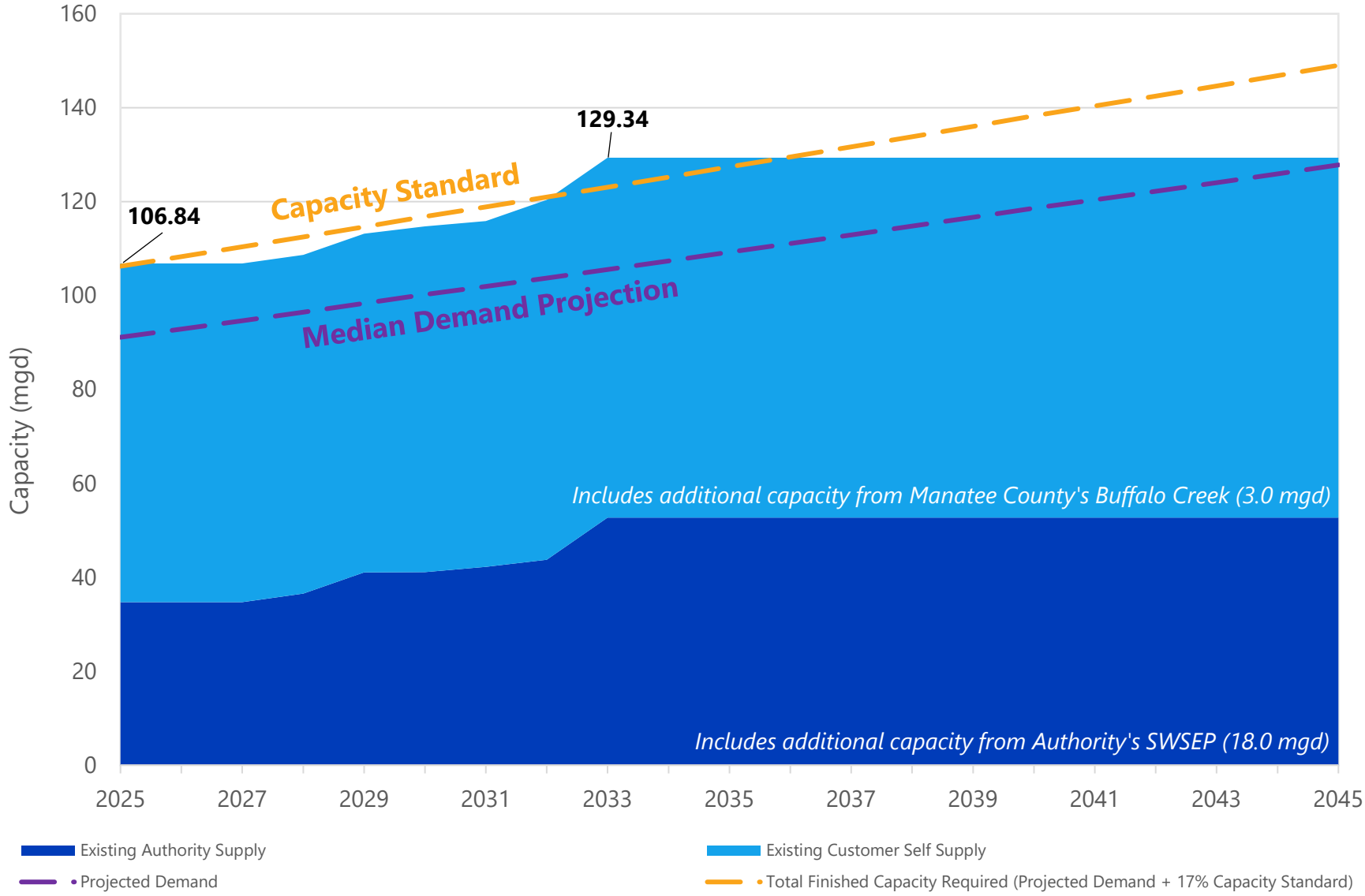

Figure 8.1 Regional Water System Demand and Capacity

8.3 Potential Future Water Supply Sources

Figure 8.2 reflects a projected increase in the most probable demand of 36.69 mgd over the 20-year planning period and clearly illustrates that new sources of supply will be needed to meet projected demands in the region during that time. Together, the Authority's SWSEP (18.0 mgd AAD) and Manatee County's Buffalo Creek wellfield (3.0 mgd) will be capable of meeting 21.0 mgd (57%) of the projected 36.69 mgd increase, leaving 15.69 mgd of demand to be met by other Authority or local self-supply sources.

In their 2025 Customer demand projections, DeSoto County and City of North Port indicated they will have no need for additional water supplies above and beyond the Authority's SWSEP during the 20-year planning period. However, Manatee and Charlotte Counties both identified the need for new water supplies during that time. Manatee County intends to self-supply a portion of their additional supply needs and have also identified a potential need for 5.0 mgd of new capacity from the Authority by 2036. Charlotte County is currently exploring the feasibility of meeting their south county service areas (i.e., areas not currently served by the PRF) through self-supply sources. As part of that effort, in December 2024 the County applied to the SFWMD to modify and renew the Babcock Ranch Wellfield to increase permitted withdrawal quantities.

Table 8.3 provides a summary of the potential water source development projects discussed in Chapter 5, including planning level estimates of projected finished water yield, Class IV or V (planning level or conceptual) capital costs per AACE depending on the degree of project development, and project status. The table is generally arranged in order of the feasibility and/or likelihood of the project proceeding within the 20-year planning horizon. As summarized therein, the estimated total finished water yield of the potential water supply development projects described in Chapter 5 is 146.3 mgd, a quantity that considerably exceeds the projected increase in demands over the next 50 years. This 146.3 mgd does not include the SWSEP as these quantities are already accounted for in the contractual increase quantities shown in the Authority's MWSC.

The potential 146.3 mgd yield of the new water supply projects more than exceeds the projected 2045 AAD need of 19.67 mgd and the projected 2075 AAD need of 66.55 mgd. A comprehensive range of water supply development projects has been identified; however, the feasibility of permitting each project may evolve over time, influenced by both surface water and groundwater usage considerations. As such, it is recommended that the Authority continue to collaborate with its Members and Customers to evaluate these potential water source projects, refining the implementation priorities as necessary.

Table 8.3 provides a summary of the potential water source development projects discussed in Chapter 5, including planning level estimates of finished water yield, Class IV or V (planning level or conceptual) capital costs per AACE depending on the degree of project development, and project status. **Table 8.3** is arranged in order of the feasibility and/or likelihood of the project proceeding within the planning horizon.

Table 8.3 Potential Regional Water Supply Projects

Project	Yield (mgd)	Capital Cost (Millions)[1]	Costs ($/kgal yield)[1]			Status
			Capital	O&M	Total	
Peace River Facility WTP Expansion	18.0	$215	2.13	2.57	4.70	The preliminary design was completed in September 2023. Detailed design is on-going. Construction is anticipated to be completed early 2028.
Peace River Regional Reservoir No. 3 (PR3)		$478	4.73	0.98	5.72	The preliminary design was completed in June 2023. Detailed design was finalized. Construction is anticipated to be completed early 2028.
Peace River Facility Brackish Wellfield and RO Facility	8.0	$275	5.33	3.07	8.39	Anticipate final design to be completed in 2032-2033 with construction completion in 2036.
Buffalo Creek Brackish Wellfield and RO WTP[2]	5.0	$179	6.38	2.49	8.87	Preliminary design completed in 2024. Wellfield testing and final design proceeding in 2025.
South County Wellfield (Burnt Store)	1.3	$16	2.23	1.37	3.60	Listed in the County's FY2024 CIP to construct the 4 proposed wells in Burnt Store WUP.
Punta Gorda RO WTP Expansion[3]	4.0	$38	1.68	1.53	3.21	2024 Water Supply Plan and City's FY2024 CIP include an expansion to the existing brackish groundwater wellfield and RO WTP.
Babcock Ranch Wellfield and WTP[4]	16.0	$357	3.92	1.90	5.82	New concept proposed on County's 2023 Potable Water Master Plan for a new brackish groundwater wellfield and WTP. Application for WUP modification for necessary raw water supply was submitted in December 2024.
Englewood Water District RO/NF WTP[5]	7.0	$72	1.83	2.53	4.35	WTP improvement/expansion project proposed in EWD's 2024 Water Master Plan.
East County Wellfield	4.0	TBD	TBD	TBD	TBD	New concept being explored by the County to expand their existing East County Wellfield to provide additional supply to be treated at the County's Lake Manatee WTP.
City of North Port Southwest RO WTP Expansion	3.0	TBD	TBD	TBD	TBD	Facility was designed with the intention to be later expanded from 2.0 mgd to 5.0 mgd.
West County RO WTP and Wellfield	4.0	TBD	TBD	TBD	TBD	New concept proposed in County's 2023 Potable Water Master Plan for a new brackish groundwater wellfield and WTP.
Peace River Facility Partially Treated Surface Water ASR	N/A[6]	$23	-	-	-	Feasibility study to be completed in 2025. Final design and construction may proceed after 2030 pending results of the feasibility study.
Authority Brackish Groundwater RO Expansion	TBD	TBD	TBD	TBD	TBD	The Brackish Groundwater and RO WTP may be expanded based on a future feasibility study following the construction of the facilities.
Peace River Facility ASR Wellfield Expansion	N/A	TBD	-	-	-	Anticipate feasibility study occurring in 2035 with construction complete in 2039.
Peace River Partially Treated Surface Water ASR	N/A	$6	-	-	-	No further action.
New Authority Reservoir Facility along Peace River	TBD	TBD	TBD	TBD	TBD	Exploratory concept in early stages.
Cow Pen Slough Surface Water Facility (Dona Bay Watershed Restoration Project)	5.0	TBD	TBD	TBD	TBD	The Dona Bay Storage Facility is complete with no further action anticipated for water supply at this time, although the potential may exist to develop this further into a potable supply project.
Upper Myakka River Surface Water Treatment Facility and Upper Myakka/Flatford Swamp Net Benefit Groundwater Recovery Concept	5.0	$138	4.86	3.03	7.89	SWFWMD is conducting a pilot through 2025.
Carlton WTP Regional Expansion	4.0	$65	2.86	2.64	5.50	No further action.
DeSoto Brackish Wellfield Near DCI	5.0	$94	3.37	3.10	6.47	No further action.
Shell and Prairie Creeks Surface Water Facility	20.0	$532	6.32	3.89	10.21	No further action.
Blackburn Canal Surface Water System	5.0	$216	7.71	4.74	12.44	No further action.
Seawater Desalination Facility Near Venice Airport	20.0	$691	6.16	4.74	10.90	No further action.
Seawater Desalination Facility Near Port Manatee	20.0	$654	5.83	4.48	10.31	No further action.
High Salinity Groundwater RO	10.0	$208	3.71	4.57	8.28	No further action.
Total[7]	**146.3**					

Notes:
(1) Capital costs are Class IV or V planning level cost estimates per AACE International standards.
(2) The Buffalo Creek Brackish Wellfield and RO WTP cost is based on a 5.0 mgd facility. However, the existing WUP only allows for 3.0 mgd of finished water supply. For planning purposes, the Buffalo Creek project capacity will be assumed to be 3.0 mgd.
(3) The Punta Gorda RO WTP expansion increases the RO permeate yield by 4.0 mgd. Additionally, the City's 2024 Water Supply Plan proposes that an extra 1.0 mgd of finished water yield could be obtained from the bypass. However, since the City does not currently use the bypass, this additional yield has not been included in the quantity.
(4) The Babcock Ranch Wellfield and WTP are outlined in the County's 2023 Potable Water Master Plan, with an expansion projected in increments of 8.0 mgd, reaching a total potential capacity of 24 mgd. The expansion from 16 mgd to 24 mgd is anticipated to occur beyond the 20-year planning horizon and is therefore not included in this table. Note, this cost is preliminary and likely to change depending on when design and construction occur.
(5) The EWD project involves decommissioning the existing lime softening and RO facilities, which have a combined capacity of 6.0 mgd. The new NF or RO facility will increase capacity to 7.0 mgd, resulting in an additional 1.0 mgd of finished water yield.
(6) The project would provide flexibility to optimize storage capacity in response to seasonal variations.
(7) Does not include SWSEP (18 mgd).

As illustrated in **Figure 8.2**, the region will require additional water supply by 2036 to meet the Authority's capacity standard. With the Authority's planned Brackish Wellfield and RO WTP (8.0 mgd(, the region can meet the capacity standard through 2040 and the projected demand can be met through 2045.

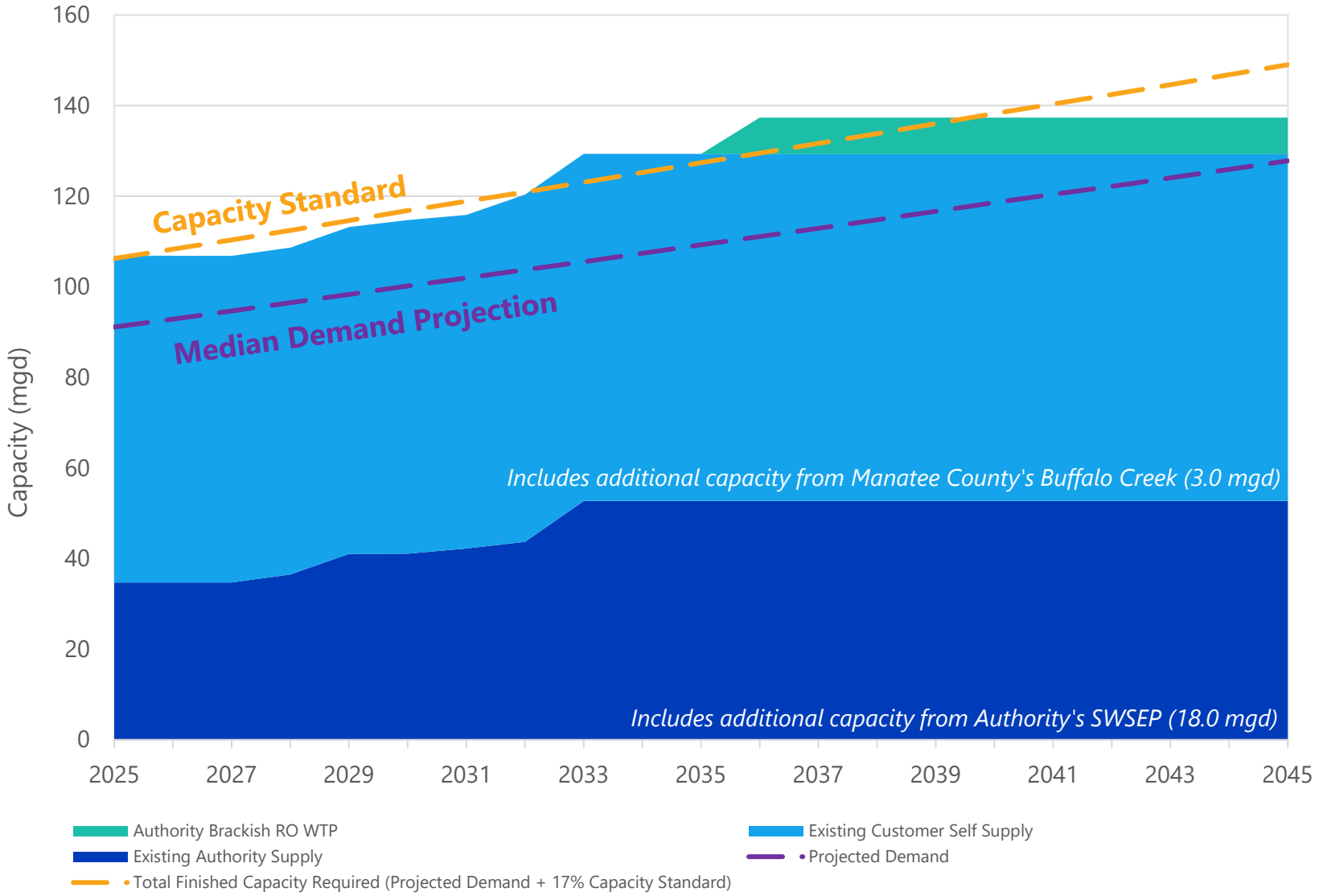

Figure 8.2 Regional Water System Demand and Capacity with Potential Future Supply

8.4 Regional Transmission System Results

The Authority's mission to provide drinking water to the region depends on regional transmission infrastructure to meet the conveyance requirements for projected Member and Customer demands, as outlined in Chapter 6. A regional interconnected system promotes responsible water sharing between communities, with each municipality in the Authority's four-county region having varying levels of reliance on the regional supply. While some municipalities can be self-sufficient under normal conditions, the interconnected system becomes crucial during emergencies. Regional transmission enables the four-county area to grow efficiently, supporting areas of concentrated growth while meeting water demands. Additionally, this system allows for the optimization of excess treatment capacities across individual distribution systems within the region. As communities develop, populations grow, and local water sources expand or become limited, regional transmission needs will evolve. To address these evolving needs, it is recommended that the regional transmission system hydraulic model be regularly applied and updated.

Table 8.4 outlines the recommended regional transmission piping projects through 2045, including projected costs, anticipated benefits, and timelines for completion. **Figure 8.3** shows the recommended transmission system infrastructure improvements with the potential water supply projects listed in **Section 8.3**.

Figure 8.3 Recommended Transmission System Infrastructure Improvements and Potential Water Supply Sources

Table 8.4 Transmission System Summary

Infrastructure	Description	Total Cost (millions)	Benefits	Recommendation	Current CIP/CNA Completion Date
Phase 3C	8 miles of 42-inch pipe from Clark Road to Fruitville Road and Lorraine Road intersection in Sarasota County.	$72.55	▪ Boosts distribution system pressure in area around Fruitville and Lakewood Ranch Blvd. ▪ Provides transmission capacity to deliver up to 10 mgd AAD to Manatee County.	Project underway.	2025
	Phase 3A PS improvements including replacement of two existing 200 hp pumps with two 300 hp pumps and an additional 5 MG GST at Carlton WTP.		▪ Provides additional storage and pumping capacity for Sarasota County's increased allocation.	Project underway.	2026
Phase 2B	13 miles of primarily 42-inch pipe from the Phase 2 terminus to the Gulf Cove GST in Charlotte County.	$88.40	▪ Supports growing demands in North Port and Charlotte County. ▪ Aligns with Charlotte County Master Plan. ▪ Creates a redundant line to transfer water from the PRF to the Carlton WTF (with Phase 2C).	Project underway.	2026
Phase 2C	7.6 miles of 36-inch from the Carlton WTP to the Venice Gardens WTP and 13.4 miles of 42-inch from the Venice Gardens WTP to the Gulf Cove GST in Charlotte County.	$213.44	▪ Provides a redundant line to transfer water from the PRF to the Carlton WTF (with Phase 2B). ▪ Allows Sarasota County to supply water south via the Phase 2C and 2B pipelines in unlikely event that PRF is out of service.	Update routing study to consider new route past Venice Gardens WTP and then proceed with preliminary design.	2035
	New 5 MG storage tank and three 300 hp pumps at the Gulf Cove GST.		▪ Allows the Authority to store and convey water through the Phase 2B and 2C pipelines to Sarasota County.	Design pump station so that it can pump either east to west or west to east.	

Infrastructure	Description	Total Cost (millions)	Benefits	Recommendation	Current CIP/CNA Completion Date
Phase 3C Extension	7 miles of 36-inch pipe from the Phase 3C terminus to the Sarasota-Manatee County Interconnect 3 location at Lakewood Ranch Blvd and University Parkway. One 5 MG storage tank and three 450 hp pumps.	$55.91	▪ Allows the Authority to store water from Phase 3C and convey it to the Manatee County connection point at 65 psi under AAD.	Update routing study and finalize pump station design criteria considering potential future Manatee County allocation and operating pressure of Manatee County's distribution system.	2034
Phase 4	10 miles of 24-inch pipe from the Phase 1A PS in Punta Gorda to the Burnt Store service area in Charlotte County.	$33.50	▪ Connects the Burnt Store service area in Charlotte County to the regional system.	Evaluate in the future depending on Charlotte County's needs.	2040
Phase 2D	4 miles of 24-inch pipe from the West Villages WTP in North Port to EWD.	$18.13	▪ Connects EWD to the regional system.	Evaluate in the future depending on the needs of EWD.	2042
Phase 3A PS Expansion	Two additional 200 hp pumps, new MCC, new switchgear, and new generator at the existing Phase 3A PS.	$2.35	▪ Increases the pumping capacity at the 3A PS at the Carlton WTP to convey an increased allocation to Sarasota County and Manatee County.	Evaluate pump station capacity and coordinate with Sarasota County regarding improvements to the Phase 3A pump station and the County's parallel Carlton PS.	2045

8.5 Potential for Sharing Surplus Water Capacity

The region has the potential to further capitalize on the interconnected transmission and distribution system shared by the Authority and its Customers, Members, and Partners, enhancing the ability to share excess finished water capacities. By optimizing the use of the regional transmission system, the region could improve overall resiliency and potentially reduce or delay the need for some of the new water supply projects depend on the rate and location of the projected water demand growth.

The region continues to maintain its OFWUP, as detailed in Chapter 2, which grants the permittees temporary operational flexibility in the event the PRF goes partially or fully offline. While the OFWUP provides a short-term emergency solution, it is not sufficient as a reliable, average day supply to meet the growing demands of the region. However, there is some potential to expand water-sharing opportunities across the region, supporting comprehensive regional growth management. This section explores that long-term potential.

Table 8.5 provides a summary of the current permitted finished water capacities for the Authority's Members, Customers, and Partners, alongside their projected demands and available excess capacity. The finished water capacity includes both Authority allocations (including the SWSEP) as well as permitted self-supply for each entity. The demand projections are those provided in 2025 by the Members, Customers, and Partners, which represent the highest demand estimates from all analysis methods evaluated, meaning the excess capacity calculations are intentionally conservative.

The demand projections provided by the Members, Customers, and Partners are higher than the combined median demand projection for the region shown in **Figure 8.1**. Further, the demand projections for each Member, Customer, and Partner listed in **Table 8.5** do not include the 17% reserve capacity standard for purposes of this potential water sharing analysis.

Table 8.5 Member, Customer, and Partner Water Supply Capacity, Projected Water Demand, and Excess Capacity

Member, Customer, or Partner	Water Inventory	Projected Annual Average (mgd)				
		2025	2030	2035	2040	2045
Charlotte County	Finished Water Capacity (Table 2.3)[1]	18.57	18.57	21.57	21.57	21.57
	Demand Projection (Table 3.1)[2]	14.19	15.98	17.57	19.21	20.57
	Excess Capacity	4.38	2.59	4.00	2.36	1.00
DeSoto County[3]	Finished Water Capacity (Table 2.4)	1.330	1.720	2.330	2.330	2.330
	Demand Projection (Table 3.2)	1.145	1.419	1.495	1.553	1.613
	Excess Capacity	0.185	0.301	0.835	0.777	0.717
Manatee County	Finished Water Capacity (Table 2.5)[4]	51.930	51.930	53.380	48.380	48.380
	Demand Projection (Table 3.3)	50.700	52.320	58.620	65.680	73.587
	Excess Capacity	1.230	-0.390	-5.240	-17.300	-25.207

Member, Customer, or Partner	Water Inventory	Projected Annual Average (mgd)				
		2025	2030	2035	2040	2045
Sarasota County[5]	Finished Water Capacity (Table 2.6)	27.06	32.56	40.56	40.56	40.56
	Demand Projection (Table 3.4)	27.25	30.08	32.92	35.76	38.59
	Excess Capacity	-0.19	2.48	7.64	4.8	1.97
City of North Port	Finished Water Capacity (Table 2.7)	7.950	9.950	9.950	9.950	9.950
	Demand Projection (Table 3.5)	4.517	5.688	7.163	9.021	11.361
	Excess Capacity	3.433	4.262	2.787	0.929	-1.411
City of Punta Gorda	Finished Water Capacity (Table 2.8)	6.63	6.63	6.63	6.63	6.63
	Demand Projection (Appendix B Table 2.18)[6]	6.51	6.83	7.01	7.19	7.30
	Excess Capacity	0.12	-0.20	-0.38	-0.56	-0.67
Englewood Water District	Finished Water Capacity (Table 2.9)	6.55	6.55	6.55	6.55	6.55
	Demand Projections (Appendix B Table 2.18)[7]	2.95	3.01	3.24	3.35	3.45
	Excess Capacity	3.60	3.54	3.31	3.20	3.10
Total Projected Excess Capacity		**12.758**	**12.583**	**12.952**	**-5.794**	**-20.501**

Notes:
(1) Charlotte County capacity does not include Babcock Ranch since the supply is not yet permitted. Use of Babcock water is currently prohibited outside Charlotte County.
(2) Charlotte County demand projections include the Burnt Store service area.
(3) Desoto County demand projections include DCI need.
(4) Manatee County capacity assumes Buffalo Creek is online with a capacity of 3.0 mgd by 2032. It does not include the include the expansion of Buffalo Creek because it is not yet permitted, nor does it include the potential 5.0 mgd allocation from the Authority beginning in 2036.
(5) The finished water contracted from Manatee County to Sarasota County is shown as a deduction in Manatee County's finished water supply capacity. The contract is set to expire on March 31, 2038.
(6) City of Punta Gorda demands shown in Appendix B taken from the City's 2024 Water Supply Plan.
(7) EWD projections (as shown in Appendix B) provided by the SWFMWD.

As detailed in **Table 8.5**, there is no overall excess from the Members, Customers, and Partners around 2040. By 2045 there will be a 20.501 mgd need. This underscores the need for the development of additional water supply infrastructure beyond what has already been permitted and planned for construction by that time. It is important to note that Manatee County's finished water capacity does not include any potential allocation from the Authority. Manatee County's 2025 Customer provided projections identified the potential need for 5.0 mgd starting in 2036, which is substantially less compared to the 17.3 mgd need shown in 2040. The County has indicated they are also considering an eventual expansion of the East County Wellfield in the future.

The Peace River Surface Water Expansion project will address the demand of existing Customers through 2035. To meet future regional supply needs beginning in 2035, the Authority should begin the Peace River Brackish RO WTP and Wellfield Project prior to 2030. The timing of this project may depend on Manatee County's evolving need for supply from the Authority, particularly in relation to the ongoing efforts with the Buffalo Creek RO WTP.

Key observations from the table are as follows:

- **Charlotte County**: In 2025, the County is projected to have an excess capacity of 4.38 mgd, with this surplus declining to 1.0 mgd by 2045. However, with the Babcock Ranch Wellfield and RO WTP, Charlotte County would likely see increasing excess capacity following the phased construction of that project.
- **DeSoto County**: DeSoto County is forecasted to have finished water capacity above its demand needs through the planning horizon.
- **Manatee County**: Despite the projected 3.0 mgd from the Buffalo Creek RO WTP, Manatee County is projected to experience a significant supply deficit, requiring an additional 25.207 mgd by 2045. The County has indicated that the Buffalo Creek RO WTP may be designed with future expansion potential, allowing it to potentially produce a finished water of 8 mgd. The County has indicated a 5 mgd need from the Authority by 2036 but may need substantially more based on their provided projections.
- **Sarasota County**: Sarasota is projected to have excess capacity from 2030 through 2045. While its water supply from Manatee County is expected to phase out by 2028, the County's overall excess capacity will grow to 7.654 mgd by 2035 due to increased contractual allocations from the Authority. This surplus is anticipated to decline to 1.97 mgd by 2045.
- **City of North Port**: North Port is projected to have an excess capacity of 3.43 mgd in 2025, increasing to 4.26 mgd by 2030. However, by 2045, the City will have a need for an additional 1.41 mgd.
- **City of Punta Gorda**: Punta Gorda is projected to have a need for additional water supply throughout the planning horizon. The City plans to expand its existing Shell Creek RO WTP by at least 4.0 mgd in finished water capacity to meet this need.
- **Englewood Water District**: Englewood is expected to have an excess capacity between 3.6 mgd in 2025 and 3.1 mgd in 2045.

8.6 Recommendations

Since the 2020 Plan, the Authority has made remarkable progress in meeting the needs of its Members and Customers. The successful execution of the third amendment to the MWSC and the ongoing design

of the SWSEP will help meet demand throughout the planning horizon. However, while these efforts are significant, the Authority will still face a shortfall in meeting the projected capacity standard by 2035. By 2045, an additional 41.46 mgd will be required to meet the capacity standard. The findings of this 2025 Plan underscore the critical need for the Authority to continue expanding the region's water supply. Considering this and the previous chapters presented, the following recommendations are suggested:

Demand Projections

- **Leverage Customer-Provided Demand Projections for Ongoing Insight**: As outlined in Chapter 3, while customer-provided demand projections have historically overestimated future water use, the most recent projections from Members and Customers align closely with the five-year historical trendline of actual usage. Although the median projection is recommended for planning purposes, these customer-supplied estimates remain a valuable resource. They should continue to be reviewed annually to inform ongoing assessments and decision-making.

Conservation

- **Continue and Expand Conservation Programs**: The SWFWMD region boasts the lowest unadjusted gross per capita water use among Florida's five water management districts, a testament to the success of the Authority's Members, Customers, and Partners. This achievement highlights the value of sustained conservation efforts. Continued investment in these programs, along with strategic expansion, will be key to maintaining this leadership in water efficiency as the region grows.

Potential Sources

- **Proceed with the Authority Brackish Wellfield and RO Facility**: This project is already in the preliminary design phase, with promising projections indicating that the future WTP can produce 9.2 mgd of finished water. Groundwater withdrawals have also been permitted under the Authority's WUP. Given its potential, this project is highly recommended as the next step following the completion of the SWSEP.
- **Continue to Closely Monitor Manatee County Projects**: As documented in Chapter 8, Manatee County is the Authority Member/Customer that is showing a need for additional capacity and they have indicated they will need at least 5 mgd from the Authority by 2036. Currently permitted for a finished water supply of 3.0 mgd, the Buffalo Creek project holds the potential for expansion, with the County indicating that future capacity could range from 5.0 to 8.0 mgd. Furthermore, the County has indicated a potential to increase the capacity of its East County Wellfield. However, both of these projects are in preliminary or conceptual, respectively. As an Authority Member, the County has projected a 20.92 mgd need by 2045, positioning them as a likely major participant in the next Authority project after the SWSEP even with their own Buffalo Creek project.

Resiliency

- **Maintain a Proactive Commitment to Resiliency**: The Authority has long integrated resiliency into its planning and project development process, such that its existing infrastructure is well-positioned to withstand a range of potential challenges. However, with the accelerating impacts of climate change - including rising sea levels, shifting temperature patterns affecting reservoir performance, and rapid advancements in materials and energy technologies - it is essential that the Authority continues to routinely assess and adapt its systems and operations. By continuing to invest in its transmission system to achieve a fully connected regional loop and by diversifying its water sources,

the Authority will remain well-positioned to stay ahead of these evolving challenges, supporting long-term reliability, sustainability, and service continuity.

Transmission System

- **Continue to Expand the Regional Transmission System**: The interconnected system enhances regional resiliency and facilitates water sharing during emergencies. The transmission system recommendations presented in Chapter 6, along with the Authority's planned CIP and CNA projects, will strengthen the region's ability to respond to future challenges. As indicated by the current needs of Manatee County, planning for Phase 3C Extension should take into account the potential water demands the County may request from the Authority.

Reclaimed Water Opportunities

- **Remain Open to Strategic Partnerships**: While the Authority does not produce reclaimed water directly, it remains committed to exploring collaborative opportunities with regional partners. As the Authority continues to expand and enhance its transmission infrastructure and diversify supply options, reclaimed water should remain a key consideration in long-range planning. Proactively identifying opportunities for synergy can support integrated water resource strategies and help meet future supply challenges sustainably.
- **Advocate for Regulatory Reform for Reclaimed Water Projects**: While significant progress has been made in reclaimed water use and aquifer recharge initiatives, unresolved regulatory challenges, particularly those identified in the SB 536 report. continue to limit the full potential of reclaimed water ASR and AR systems. The Authority and its partners should continue to actively engage with state agencies to advocate for a science-based permitting framework. These changes are critical to advancing innovative projects like the Authority's Partially Treated Water ASR system.

8.7 References

Atkins. 2015. *Integrated Regional Water Supply Plan 2015*. Prepared for Peace River Manasota Regional Water Supply Authority.

Black & Veatch. 2023. *Vulnerability Assessment*. Prepared for Peace River Manasota Regional Water Supply Authority.

Carollo Engineers. 2024. *Brackish Groundwater Wellfield and RO Facility Preliminary Design Report.*

CH2M and ASRus. 2016. *Partially Treated Surface Water ASR Desktop Study.* Prepared for Peace River Manasota Regional Water Supply Authority.

CH2M and ASRus. 2017. *Partially Treated Water ASR Pilot Study*. Prepared for Peace River Manasota Regional Water Supply Authority.

CH2MHill. 2011. *Preliminary Investigation of Brackish Ground Water Development Opportunities at the Peace River Facility – Conceptual Design of Reverse Osmosis Facilities.* Prepared for Peace River Manasota Regional Water Supply Authority.

Charlotte County. 2023. *Charlotte County Potable Water Master Plan*. Developed by Jones Edmunds.

City of Punta Gorda. 2024. *City of Punta Gorda's 2024 Water Supply Plan*. Conducted by Carollo Engineers.

City of Venice. 2023. *City of Venice Water Supply Work Plan*.

Climate Adaptation Plan 2018

Engineering News-Record. 2024. *Construction Cost Index*.

Englewood Water District (EWD). 2024. 2024 Water Master Plan HDR.

Florida Department of Environmental Protection (FDEP). 2021. *2021 Sanitary Survey*.

Hannes, Nevermann, Milad Aminzadeh, Kaveh Madani, and Nima Shokri. 2024. "Quantifying Water Evaporation from Large Reservoirs: Implications for Water Management in Water-stressed Regions." *Environmental Research* 262 Part 1.

Hazen and Sawyer. 2021. *Disinfection Study of Partially Treated Surface Water for Aquifer Storage and Recovery*.

HDR. 2020. *Integrated Regional Water Supply Plan 2020.* Prepared for Peace River Manasota Regional Water Supply Authority.

Johnson Engineering. 2022. *Babcock Ranch Water Supply Study*.

Jones Edmunds and ASRus. 2016. *Flatford Swamp Conceptual Design Evaluation.* Prepared for the Southwest Water Management District.

Longfan Wang, Bo Xu, Chi Zhang, Guangtao Fu, Xiaoxian Chen, Yi Zheng, and Jingjie Zhang. 2022. "Surface Water Temperature Prediction in Large-Deep Reservoirs Using a Long Short-Term Memory Model." *Ecological Indicators* 134.

Manatee County. 2022. *Manatee County Water Supply Facilities Work Plan Update*.

McKim & Creed. 2024. *Buffalo Creek Reverse Osmosis Site Selection Evaluation Technical Memorandum*.

Metro Forecasting Models. 2024. *SE Data Summary and Research for the 2050 Long-Range Transportation Plan*.

National Oceanic and Atmospheric Administration (NOAA). 2022. *2022 Sea Level Rise Technical Report*.

PBS&J (PBS&J). 2009. *Peace River Manasota Water Supply Authority - PRMRWSA Source Water Feasibility Study for the Upper Myakka River, Shell and Prairie Creeks and Dona Bay Watersheds.* Prepared for Peace River Manasota Regional Water Supply Authority.

Pirnie, Malcolm. 2008. *Countywide Reverse Osmosis Feasibility Study*.

Progressive Water Resources. 2019. *PRF 50-Year WUP Renewal.* Prepared for Peace River Manasota Regional Water Supply Authority.

Sarasota County. 2021. *Sarasota County Water Supply Facilities Work Plan Update*.

Southwest Florida Water Management District (SWFWMD). 2002. *Saltwater Intrusion and the Minimum Aquifer Level in the Southern Water Use Caution Area*.

Southwest Florida Water Management District (SWFWMD). 2010. *Regional Water Supply Plan – Southern Planning Region*.

Southwest Florida Water Management District (SWFWMD). 2020. *Regional Water Supply Plan – Southern Planning Region*.

Southwest Florida Water Management District (SWFWMD) 2023. *FY2023 Water Conservation Summary Report*.

U.S. Congress. *United States Code: Endangered Species, 16 U.S.C. §§ -1544 1988*. 1988. Periodical.

U.S. Department of Agriculture (USDA). 2023. *USDA Plant Hardiness Zone Map 2023*.

U.S. Environmental Protection Agency (EPA). 2013. *An Overview of Harmful Algal Blooms and their Impacts*: *June 25, 2013*.

Weiler Engineering. 2022a. *DCI Water Supply Evaluation Report*.

Weiler Engineering. 2022b. *DCI Alternative Supply Feasibility Study*.

APPENDIX A

THIRD AMENDED MASTER WATER SUPPLY CONTRACT

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF
CIRCUIT COURT
PAGE: 44
INSTR #: 3482542 Doc Type: AGR
Recorded: 01/07/2025 at 11:26 AM
Rec. Fee: RECORDING $375.50

Inst: 202514000127 Date: 01/07/2025 Time: 1:08PM
, Nadia K. Daughtrey,
Clerk of Court Desoto, County, By: RB
Deputy Clerk

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INSTRUMENT # 2025001794 44 PG(S)
January 06, 2025 01:36:38 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

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THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT , entered into this 4th day of December 2024, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof ("Authority"); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Manatee"); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Charlotte"); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof ("DeSoto"); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof ("Sarasota"); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof ("North Port") (collectively "Customers").

WITNESSETH:

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

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

WHEREAS, the Authority and the Customers agree it is necessary to expand Authority Water Supply Facilities to meet the future water supply needs of the Authority's Customers; and

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

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

WHEREAS, Manatee has projected that it will require of potable water from the Authority by 2038; and

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

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

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

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

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

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

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

1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.

1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.

1.3 Authority Board. The Authority's governing body.

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

1.5 Authority Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority.

1.6 Available Water. That portion of a Customer's Water Allocation that is temporarily available to other Customers through the Redistribution Pool.

1.7 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Hydraulic Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.

1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.

1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.

1.11 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit "B".

1.12 Contract. The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.

1.13 Contract Year. The period between execution of the Contract and September 30, 2021, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.

1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.

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

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

1.17 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The existing Delivery Point(s) for each Customer is attached hereto as Exhibit "D." Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.

1.18 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit" A" for the term of the Contract.

1.19 Exclusive Provider Customer. A subset of Customers that designate the Authority as its exclusive provider of new potable water supply in this MWSC.

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

1.21 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.

1.22 Hydraulic Capacity Entitlement. Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing

Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit "E." Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintain by the Authority.

1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers' Hydraulic Capacity Entitlement.

1.24 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.

1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.

1.26 MGD. Million gallons per day.

1.27 New Authority Water Supply Demands. The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.

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

1.29 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and, d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.

1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.

1.31 Peak Month Average Daily Quantity. Authority during the calendar month of the Customer's highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer's Water Allocation.

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

1.33 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity

1.34 Redistribution Pool. A depository of each Customer's Available Water for any Contract Year for purchase by all Customers.

1.35 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery ("ASR") system or its connecting piping.

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

1.37 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority's Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Charges do not include capital expenditures

associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.38 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

1.39 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.

1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed October 5, 2005.

1.41 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.

1.42 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.

1.43 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit "B" as increased from time to time pursuant to Section 8.

1.44 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.

1.45 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.

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

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

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

3. **AUTHORITY CAPACITY.** The Authority is authorized to maintain capacity of the Authority Water Supply Facilities.

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

5. **FUNDING FROM SWFWMD.** All Parties shall support obtaining the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

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

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

6.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 11.5 and 11.6.

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

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

which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

7. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 8 and 9 herein.

7.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 8 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permittable future potable water demand in its Water Allocation and New Water Supply Demands.

7.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.

7.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

7.4 Exceedance of Delivery Schedule. Subject to Section 7.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the

Water Allocation. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.

7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

7.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request

Available Water from the Redistribution Pool for the corresponding time frame of their need for additional water. If there is more demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

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

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

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

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

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

(i) Total projected water demand by Contract Year for the next 20 years ("Total 20 Year Demand");

(ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill ("Authority Supplied Water") in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and

1. (iii) The basis for each projection.

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

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

8.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply

Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2030 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the cost allocation percentages table at Exhibit "F" to show the new project's cost allocation percentages. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. **DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER.** Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Customer Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permittable future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from

the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Authority Water Supply Sources to DeSoto as outlined herein.

9.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 8; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 9 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.

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

10. **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS.** Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority Water Supply Contract dated October 5, 2005.

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

11.1 Rate Setting. In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are

not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Until 2028 when debt service payments for the PRO are fulfilled, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 15 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit ""F". After the Debt Service is paid for the 1991 Facility and the PRO, all Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Authority Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

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

11.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to

governmental owned and operated water utilities. On an annual basis, the Authority shall provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

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

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

11.6 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. **FUNDING FOR MANAGEMENT AND PLANNING.** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner

determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, the Southwest Florida Water Management District and appropriate utilities and agencies.

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

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

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

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

13.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant

consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

13.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 13.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

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

13.3 Procedure for the Authority's Customers. Whenever a Customer ("Applicant Customer") intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer ("Host Customer") in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less

than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer's notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

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

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

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

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

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

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

15.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).

15.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.

15.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall

retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

15.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery pointe(s) to the Customer unless a different pressure is specified in Exhibit "D". The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority's control.

15.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

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

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

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

FOURTH: To the payment of the DeSoto Payment;

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

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

16.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority will construct additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

16.2 Acquisition of Real Property. Subject to Section 13 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Authority Water Supply Sources.

16.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall-be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

16.4 Cooperation on Permits. Subject to Section 13 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.

16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.

16.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and. shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

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

16.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water

capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

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

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

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

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

21. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 13 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

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

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

24. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch,, Florida 34202; the Charlotte County Administrator's Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator's Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator's Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator's Office, 1660 Ringling

Boulevard, Sarasota, Florida 34236; and the North Port City Manager's Office, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

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

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

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

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

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

30. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such

determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

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

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

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

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

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

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

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

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

40. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(0), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

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

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

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

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

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

WITNESS:

Richard T. Anderson

By: Elton A. Langford

Date: 12/4/24

BOARD APPROVED

DEC - 4 2024

Peace River Manasota
Regional Water Supply Authority

Approved as to form:

Attorney for Peace River/Manasota Regional Water Authority

STATE OF FLORIDA
COUNTY OF MANATEE

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

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of December, 2024

Rachel Kersten
Comm.: HH 364427
Expires: March 29, 2027
Notary Public - State of Florida

Rachel Kersten
Notary Public
My Commission Expires: March 29, 2027

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

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

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

By: Kimberly Walsh
Deputy Clerk A. AGR2005-048

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

STATE OF FLORIDA
COUNTY OF CHARLOTTE

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

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 2024.

Diane M. Whidden
Notary Public
My Commission Expires:

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

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Mindy Hines

By: _____
Chairman

Date: 9-24-2024

Approved as to form:

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

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

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 2024.

Sylvia Altman

Notary Public
My Commission Expires:

SYLVIA ALTMAN
Notary Public - State of Florida
Commission # HH 528981
My Comm. Expires May 26, 2028
Bonded through National Notary Assn.

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

By: _____
Chair

Date: 10-25-2024

Approved By Bcc 10/22/24

Approved as to form:

_____
Attorney for Manatee County

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: _____
DEPUTY CLERK

MANATEE COUNTY FLORIDA

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

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of October, 2024.

ALICIA M. STULL
MY COMMISSION # HH 476718
EXPIRES: January 6, 2028

_____
Notary Public
My Commission Expires:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

Chuck Morley

By: _____
Chair
Date: 10/22/2024

Approved as to form:

_____
Attorney for Sarasota County SJS

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of November, 2024.

_____
Notary Public
My Commission Expires:

KELLEY S. EVERINGHAM
Notary Public - State of Florida
Commission # HH 095082
My Comm. Expires Jun 16, 2025
Bonded through National Notary Assn.

CITY OF NORTH PORT

WITNESS:

Heather Faust

Heather Faust

By: Alice White

Date: 10/22/24

Approved as to form:

Michael Golden

Attorney for City of North Port

STATE OF FLORIDA
COUNTY OF SARASOTA

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

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of October, 2024.

REBECCA FROST
MY COMMISSION # HH183357
EXPIRES: October 11, 2025

Rebecca Frost

Notary Public
My Commission Expires: October 11, 2025

Exhibit "A" – DeSoto Payment
Schedule (approved December 4, 2024)

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

Exhibit "C" – New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	2.000 (0.000)*	6.343 (4.343)*
2030	0.000	0.384	0.000	4.000	2.000 (0.000)*	6.384 (4.384)*
2031	1.000	0.500	0.000	4.000	2.000 (0.000)*	7.500 (5.500)*
2032	2.000	1.000	0.000	4.000	2.000 (0.000)*	9.000 (7.000)*
2033	3.000	1.000	0.000	12.000 (14.000)*	2.000 (0.000)*	18.000

Peak Month Average Day Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	2.400 (0.000)*	7.612 (5.212)*
2030	0.000	0.461	0.000	4.800	2.400 (0.000)*	7.661 (5.261)*
2031	1.200	0.600	0.000	4.800	2.400 (0.000)*	9.000 (6.600)*
2032	2.400	1.200	0.000	4.800	2.400 (0.000)*	10.800 (8.400)*
2033	3.600	1.200	0.000	14.400 (16.800)*	2.400 (0.000)*	21.600

Maximum Daily Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	2.800 (0.000)*	8.880 (6.080)*
2030	0.000	0.538	0.000	5.600	2.800 (0.000)*	8.937 (6.136)*
2031	1.400	0.700	0.000	5.600	2.800 (0.000)*	10.500 (7.700)*
2032	2.800	1.400	0.000	5.600	2.800 (0.000)*	12.600 (9.800)*
2033	4.200	1.400	0.000	16.800 (19.600)*	2.800 (0.000)*	25.200

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

Exhibit "B" Water Allocations

Annual Average Day Quantity (MGD)						
Year	**Charlotte County**	**DeSoto County**	**Manatee County**	**Sarasota County**	**City of North Port**	**Total**
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.495
FY29	16.100	1.018	0.000	19.060	4.865 (2.865)*	41.043 (39.043)*
FY30	16.100	1.059	0.000	19.060	4.865 (2.865)*	41.084 (39.084)*
FY31	17.100	1.175	0.000	19.060	4.865 (2.865)*	42.200 (40.200)*
FY32	18.100	1.675	0.000	19.060	4.865 (2.865)*	43.700 (41.700)*
FY33	19.100	1.675	0.000	27.060	4.865 (2.865)*	52.700
Remaining Years	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)	52.700

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

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

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

Exhibit "F" – Cost Allocation Percentages

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

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

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

CIRCUIT COURT SARASOTA COUNTY FLORIDA

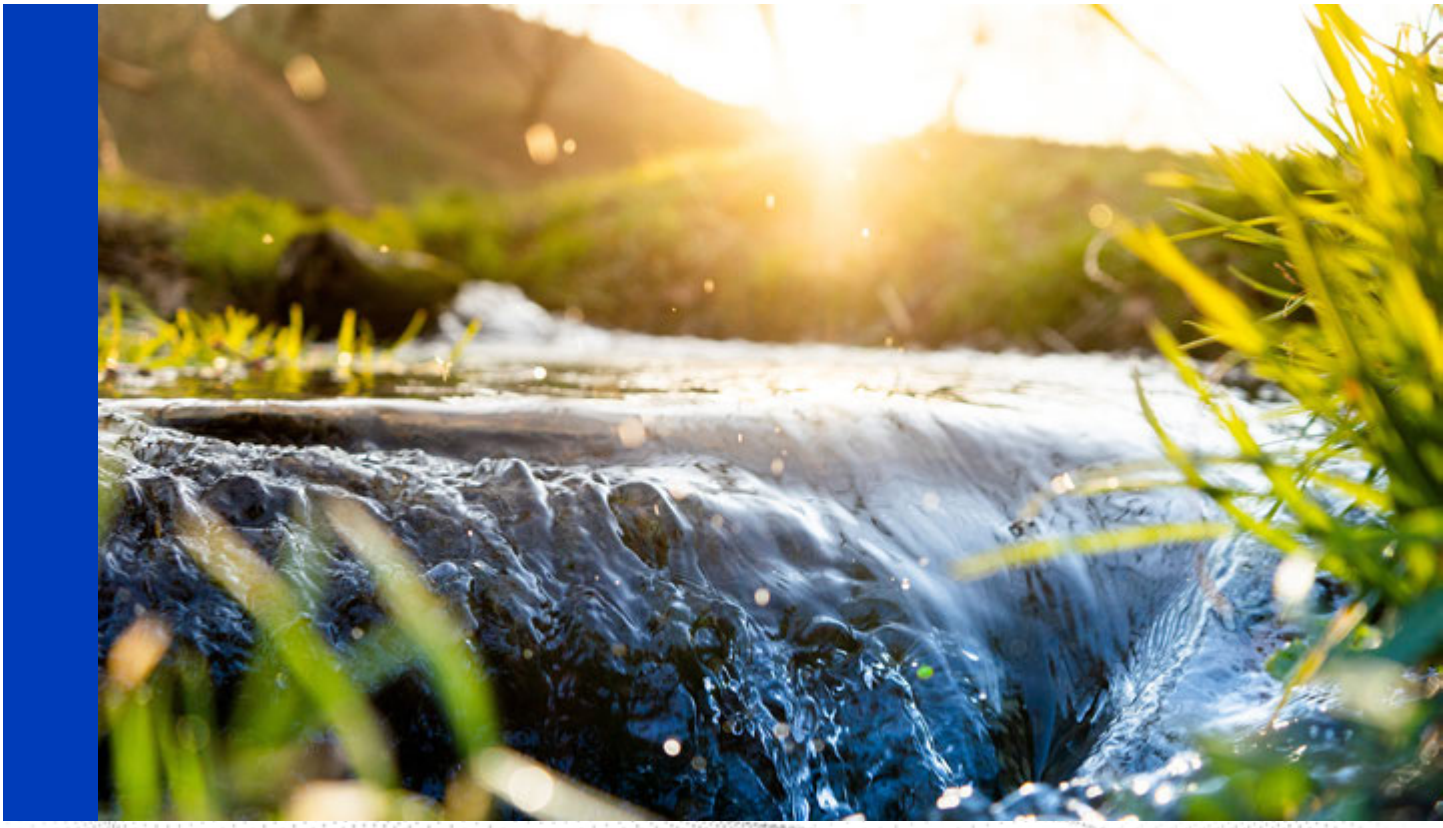
"STATE OF FLORIDA, COUNTY OF SARASOTA
I hereby certify that the foregoing is a true and correct copy of pages 1 through 44 of the instrument filed in this office. The original instrument filed contains 44 pages.
☒ This copy has no redactions. ☐ This copy has been redacted pursuant to law.
Witness my hand and official seal this 6th day of January, 2023."
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT
By: _____
Deputy Clerk

APPENDIX B

DEMAND PROJECTIONS TECHNICAL MEMORANDUM

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Integrated Regional Water Supply Plan 2025



TECHNICAL MEMORANDUM 1

Regional Needs

REVISED FINAL / March 2025

carollo

RESPEC

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Integrated Regional Water Supply Plan 2025

TECHNICAL MEMORANDUM 1

Regional Needs

REVISED FINAL / March 2025

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EXECUTIVE SUMMARY

The Peace River Manasota Regional Water Supply Authority (Authority or PRMRWSA) is updating its 2020 Integrated Regional Water Supply Plan (IRWSP). Carollo Engineers (Carollo) was retained by the Authority to undertake the 2025 IRWSP update. Part of the work includes updating regional potable water demand projections, including projections for each of the Authority's member governments and customers for a 20-year and 50-year planning period (2025 through 2045 and 2025 through 2075) and documenting demands for other public water suppliers who are not Authority customers.

The Authority requested that Carollo and RESPEC Company, LLC (RESPEC) prepare a demand projection report that will be incorporated as an appendix into the 2025 IRWSP. Similar to the 2015 and 2020 IRWSP demand projections, seven demand projection methodologies were developed using the following data:

1. Member and customer 2025 demand projections from 2025 to 2045.
2. Member and customer 2025 adjusted demand projections from 2025 to 2045.
3. PRMRWSA actual use in the last 20 years from 2004 to 2024.
4. University of Florida's Bureau of Economic and Business Research's (BEBR's) high population projection from 2025 to 2045.
5. BEBR medium population projection from 2025 to 2045.
6. BEBR estimated population from 2004 to 2024.
7. Southwest Florida Water Management District (SWFWMD) draft population and demand projections for the 2025 Regional Water Supply Plan (RWSP).

The demand projections based on these seven methodologies were used to develop the PRMRWSA's most probable demand projection for the next 50 years. The findings of each methodology are summarized in the following text.

Section 2 – Authority Customer Demand Projections and Methodologies. The 20-year demand projections submitted to the Authority by all members and customers for 2006 through 2025 were summarized to obtain regional demands over that period. A significant reduction in demand exists when considered together on a regional basis. The 2006 projection predicted a 2026 demand of 173.74 million gallons per day (mgd), whereas the 2025 projection predicts only 94.74 mgd for 2026 (79.00 mgd or 45.5 percent reduction). Further, the 2025 demand projection for 2045 is only 141.99 mgd which is 31.75 mgd (18.3 percent) less than the 2006 projection for 2026, despite occurring 19 years later. Demand projections have fluctuated but have been generally stable since 2012. It should be noted that since 2006, customer projections have routinely been adjusted downward to more reasonable and consistent demand projections for purposes of the IRWSP. Member and customer demand projections provided to the Authority for the 2025 to 2045 period were summarized to develop the Customer 2025 Projections. Most projections provided were for the 2025 to 2045 period. The 2045 demand projections when absent were interpolated by applying the annual average growth rate from the previous year to 2044 demands. The sum of these customer-provided demand projections results in an average annual growth rate of 2.23 percent per year, with demands increasing from 93.80 mgd in 2025 to 145.72 mgd in 2045 (an increase of 51.92 mgd).

The Customer 2025 Projections show an average annual growth rate of 2.23 percent, which is higher than the actual regional use growth rate of 2.09 percent per year that occurred between 2004 and 2024.

Three methods were examined to project 20-year and 50-year demands for Authority members and customers using the latest member/customer projections and actual use data. A brief description of each method is provided in the following list:

1. Customer 2025 Projections (2025 through 2045) and Annualized Growth Rate for 2045 through 2075. This method adopts the latest (2025) Customer Demand Projections for 2025 through 2045 shown in Table 2.12. Projected demands for 2046 to 2075 are then extrapolated from the 2045 demand value at the Customer projected average annual growth rate of 2.23 percent.
2. Customer 2025 Adjusted (2025 through 2045). This method adjusts the starting point (baseline) for demand projections to the regional 2024 actual use (86.81 mgd) while employing the Customer projected average annualized growth rate of 2.23 percent per year to project demands for the entire 50-year period.
3. PRMRWSA Actual Use (2004 through 2024). This method also adjusts the starting point (baseline) for demand projections to regional 2024 actual use (86.81 mgd). This method employs the 2004 to 2024 actual use average growth rate of 2.09 percent per year to project demands for the entire 50-year period.

The Customer 2025 Projections (2025 through 2045) method results in the highest projected demands, and the PRMRWSA Actual Use (2004 through 2024) method results in the lowest projected demands.

Section 3 – BEBR Population Projections and Methodology. Section 3 includes compilation, description, and presentation of the latest permanent countywide population projections from BEBR for the PRMRWSA member governments and customers individually and for the region.

BEBR's projected change in population (persons and percentage) for 2025 through 2045 was identified to allow for a general comparison with the growth rates used for other projections contained within this document. The regional (Charlotte, DeSoto, Manatee, and Sarasota Counties) annualized percent growth rates for BEBR's medium and high projections for 2025 through 2045 are 1.18 percent per year and 2.07 percent per year, respectively. These values are less than the regional actual use growth rate for 2004 through 2024 of 2.09 percent and less than the 2.23 percent per year annualized growth rate associated with the Customer 2025 Projections and Customer 2025 Adjusted projection methodologies. BEBR low projections show a negative or less than 1.0 percent growth rate in the region and are not considered realistic when developing the most probable demands as discussed in Section 5.

Section 4 – SWFWMD Population and Demand Projections. Section 4 presents the SWFWMD Draft 2025 RWSP Population and Demand Projections (SWFWMD, 2025). The SWFWMD population projections utilize BEBR population projections. However, SWFWMD's population projections are developed using utility service areas and include adjustments to permanent populations such as seasonal and tourist populations.

The Draft 2025 RWSP projects a regional increase in demands over the 2025 through 2045 planning period from 78.82 mgd to 95.76 mgd, a projected increase of 16.94 mgd (an annualized rate of 1.07 percent per year) over the 20-year planning period.

SWFWMD's Draft 2025 RWSP projected populations and demands do not account for Manatee County Utilities' contractual obligation to provide up to 0.500 mgd to the City of Bradenton, nor do they yet consider DeSoto County's potential to discontinue serving DeSoto Correctional Institute with groundwater and replace it with water from the regional system (recent average annual use of approximately 0.360 mgd).

The SWFWMD projected demands and annualized growth rate for Sarasota County are much lower than the projections provided by Sarasota County, and the SWFWMD projected 2045 demand (23.79 mgd) is projected to be less than Sarasota County's actual use in 2024 (23.90 mgd). The difference in projections may be attributable to Sarasota County expanding its service area. As a result, the County's current service area map (used by SWFWMD to project demands) may not accurately represent all anticipated future development areas to be served by the County over the next 20 years.

Section 5 – Characterization of Uncertainty and Prediction of Most Probable Demands. Projecting demands is not a precise science, and the Authority's customers employ a variety of forecasting methodologies to project their water supply demands. SWFWMD also employs its population and demand forecasting techniques. Each of these methods results in different projected demands. While BEBR does not project water supply demands, these entities consider its population projections differently when developing their demand projections. Further, a variety of factors influence water use, including but not limited to the following:

- Economic conditions.
- Population changes.
- Water conservation.
- Per capita use rate changes.
- Water line extensions to existing populations not previously served by the utility.

As part of the 2025 IRWSP effort to characterize uncertainty, a comparison was made between the 2015 IRWSP Most Probable Regional Demands and Customer 2014 Projection versus the actual historic regional use that occurred between 2015 and 2024. As an additional comparison, the SWFWMD 2015 RWSP demand projections were also compared to actual historic regional use that occurred between 2015 and 2024.

The Predicted High (Customer 2014 Adjusted) most accurately predicted actual use until 2020. After 2020, the Customer 2014 Adjusted projections underpredicted actual use by almost 3 mgd. The Customer 2014 projections (unadjusted) overpredicted actual use by up to 10 mgd until 2020. However, by 2023, Customer 2014 projections were the only method that did not underpredict 2023 or 2024 actual use. It should be noted that by 2024 the two methodologies that underpredicted 2024 water use the most were the SWFWMD Draft 2015 RWSP (-12.19 mgd) and BEBR Medium (-13.20 mgd). Therefore, the two methodologies that most accurately predicted actual use from 2015 to 2023 were Customer 2014 Projections (Adjusted) and Customer 2014 Projections (Unadjusted).

A comparison was also made between 2020 IRWSP Most Probable Regional Demands versus the actual historic use between 2020 and 2024. As an additional comparison, the SWFWMD Draft 2020 RWSP Demand Projections were also compared to actual historic regional use that occurred between 2020 and 2024. The Predicted High (BEBR High) consistently underpredicted actual use from 2020 to 2024 by as much as 8.54 mgd by 2024.

While the Customer 2018 projections did overpredict demand throughout the period by almost 9 mgd, it was the only methodology that did not underpredict 2020 to 2024 demands. By 2024, the Customer 2018 Demand projections narrowed the gap to 4.73 mgd. It should be noted that by 2024 the two methodologies that most significantly underpredicted 2024 demands were BEBR Medium (-11.98 mgd) and SWFWMD's Draft 2020 RWSP (-12.92 mgd). Therefore, the only methodology utilized within the 2020 IRWSP that did not underpredict actual use from 2020 to 2024 was the Customer 2018 Projections.

Table ES.1 identifies the regional demand projections resulting from the seven demand projection methodologies developed for the 2025 IRWSP. The 2015 and 2020 IRWSP recommended disregarding the highest and lowest of the seven methodologies to identify a "Most Probable Range of Demands." However, as shown in Sections 5.1 and 5.2, non-Customer methodologies have routinely underpredicted actual use from 2020 to 2024. While customer projections have historically overpredicted actual use, in more recent years they have closed the gap to within 5 mgd. In addition, since 2006, customer projections have routinely been adjusted downward to more reasonable and consistent demand projections as discussed in Section 2.1. As such, it would not be prudent to disregard the Customer 2025 Projections just because they reflect the highest projection. In addition, Section 5.1 and 5.2 show that both SWFWMD RWSP projections and demand projections based on BEBR Medium populations projections routinely underpredicted actual use from 2020 to 2024 by as much 12.92 mgd in 2024. Therefore, the 2025 IRWSP recommends keeping the highest projection (Customer 2025) while disregarding the lowest projection which is the SWFWMD Draft 2025 RWSP demands. Based on this recommendation, the Customer 2025 Projection and BEBR Medium constitute the high and low end of the Most Probable Range of Demands.

Table ES.1 Compilation of Regional Demand Projections, Various Methods

Method	Methodology	20-Year Annual Average Growth Rate (%)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
1	SWFWMD Draft 2025 RWSP (January 29, 2025)	1.07%	78.82	84.20	88.54	92.35	95.76
2	Customer 2025 (2025-2045)	2.23%	93.80	104.99	117.27	131.22	145.72
3	Customer 2025 Adjusted (2025-2045)	2.23%	88.74	99.08	110.61	123.49	137.87
4	PRMRWSA Actual Use (2004-2024)	2.09%	88.62	98.28	108.98	120.85	134.02
5	BEBR High Population Projection (2023-2045)	2.07%	91.27	102.66	113.06	122.34	130.76
6	BEBR Medium Population Projection (2023-2045)	1.18%	88.41	95.38	101.23	105.93	109.88
7	BEBR Estimated Population Last 20 Years (2004-2024)	2.04%	88.58	98.02	108.45	120.00	132.78
	Minimum	1.07%	78.82	84.20	88.54	92.35	95.76
	Maximum	2.23%	93.80	104.99	117.27	131.22	145.72
	Average	1.84%	88.32	97.52	106.88	116.60	126.68
	Median	2.07%	88.62	98.28	108.98	120.85	132.78

The 2015 and 2020 IRWSP selected the Median Projection as the Most Probable Demand. This 2025 IRWSP also recommends selecting the Median Projection value as the "Most Probable Demand" as shown in Table ES.2.

However, it is likely that demands may fall between the Median and High Projection range, and therefore the "High Projection" (Customer 2025) will be used to evaluate potential water supply options.

Table ES.2 Most Probable Range of Future Regional Projected Demands for the 2025 IRWSP

Source	Annualized Growth Rate (%)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
High – Customer 2025	2.23%	93.80	104.99	117.27	131.22	145.72
Median Projection	1.71%	91.11	100.19	109.25	118.58	127.80
Low – BEBR Medium	1.18%	88.41	95.38	101.23	105.93	109.88

SECTION 1 PROJECT BACKGROUND

The Peace River Manasota Regional Water Supply Authority (Authority) is currently updating their 2020 Integrated Regional Water Supply Plan (IRWSP). Carollo has been retained by the Authority to undertake the 2025 IRWSP update. As part of the update, Task 3 of the Scope of Services includes an update of regional demand projections, including each of the Authority's Member Governments and Customers for the 20-year planning period (2025 through 2045) and documenting demands for other public water suppliers in the region who are not Authority Members or Customers.

Task 3 of the Scope of Services is the Regional Needs (Demand Projection) Update, which includes the following general tasks:

- Compile the latest Member and Customer 20-Year Demand Projections.
- Compile the latest Non-Member Public Water Suppliers 20-Year Demand Projections.
- Develop 50-Year Demand Projections for Members, Customers, and Non-Member Public Water Suppliers.
- Present and describe the University of Florida's Bureau of Economic and Business Research (BEBR) latest population projections for the region and resulting demand projections.
- Compile and describe the latest SWFWMD population and demand projections.
- Characterization of uncertainty and identification of the region's most probable future water demand.
- Analysis of historical water use and peak month and maximum day peaking factors for the Authority and each Customer.
- Development of a Regional Needs Technical Memorandum.

Similar to the 2015 and 2020 IRWSP, the compiled data was utilized to develop seven demand projection methodologies that were used to estimate a range of water demands from 2025 to 2045:

1. Member and Customer 2025 demand projection.
2. Member and Customer 2025 adjusted demand projection.
3. Demand projection based on actual regional use over the last 20 years.
4. BEBR High population projection from 2025 to 2045 and resulting water demand projection.
5. BEBR Medium population projection from 2025 to 2045 and resulting water demand projection.
6. Demand projection based on the historical BEBR estimated population for the last 20 years.
7. SWFWMD population and demand projections for the Draft 2025 Regional Water Supply Plan (RWSP).

Carollo and its subconsultant, RESPEC, completed the data analysis and prepared the projections summarized in this Technical Memorandum (TM). The demand projections using these seven methodologies were used to develop the range of the Authority's most probable demand projection for the next 20 years. In addition, available data was used to estimate a potential range of demand projections for the next 50 years through 2075.

This TM is organized into sections that summarize the data compilation and demand projection methodologies described above.

SECTION 2 MEMBER AND CUSTOMER PROVIDED PROJECTIONS AND METHODOLOGIES

Demand projections are provided annually to the Authority in accordance with the October 5, 2005, Master Water Supply Contract, Section 11 ("Future Water Supply Procedure"). This procedure identifies a process by which each Member and Customer is to request, and the Authority is to provide, future water supply from Authority facilities to provide the Authority with sufficient lead-time for planning and development of new water supply sources to meet new water supply demands. By no later than January 15 of each year, every Member and Customer submits to the Authority a report which identifies the following:

- Total projected water demand for the next 20 years;
- That portion of the projected 20-year demand that the Member or Customer is requesting the Authority to fulfill; and
- The basis for each projection.

The Authority uses this data, as well as other population and demand data, as a basis for its planning and development of new water supply sources to meet the requested quantities. Therefore, these submittals provide the foundation for the Authority to predict its overall regional demands.

Section 2.1 provides a comparison of historical Member and Customer demand projections for 2006 through 2025. Section 2.2 provides the latest (2025) Member and Customer 20-year projections for 2025 through 2045. Because the 2025 IRWSP planning period extends through 2045, Member and Customer 2025 projections that did not include demand through 2045 were extrapolated through 2045, as needed.

2.1 Comparison of Member and Customer Demand Projections Provided to the Authority from 2006 through 2025

This section presents Member and Customer 20-year demand projections provided to the Authority by each Member and Customer for every year since 2006 (i.e., 2006 through 2025) in accordance with the Future Water Supply Procedure and sums these values to present regional demands for these same time periods. This information, provided for comparison purposes, illustrates the degree to which the projected rate of growth in demand overall has significantly decreased since 2006.

2.1.1 Charlotte County Demand Projections Comparison (2006-2025)

The 20-year demand projections submitted by Charlotte County over the 2006 through 2025 period are presented in Table 2.1 and Figure 2.1.

Previous Authority IRWSPs did not include plans for service to the Burnt Store area because that service area is not connected to the regional system. Therefore, the 2006 to 2025 demand projections compiled as part of the 2025 IRWSP do not include Burnt Store service area demands. The Authority anticipates interconnecting the Burnt Store service area to the regional system at a future date. However, to remain consistent and allow for comparability, the 2006 to 2025 demands presented in this section do not include Burnt Store service area demands. Only the demands for those areas of the Charlotte County service area that are currently supplied by the Authority are included in this comparison. Burnt Store service area demands are presented along with current Authority-served areas in Section 2.2.1.

A substantial reduction in the projected rate of increase in demands for Charlotte County has occurred since 2006 and is demonstrated through a simple comparison of the Customer-provided 2006, 2009, 2018, and 2025 projections for the year 2026 (bolded values in Table 2.1). For example, the 2006 projection predicted a 2026 demand of 39.19 mgd, whereas the 2009 projection predicts only 15.80 mgd, 2018 projection predicted 15.35 mgd and 2025 projection predicted 13.29 mgd for 2026. This represents a 25.68 mgd reduction between 2006 and 2025 (65.5 percent reduction). Further, the 2025 projection predicts a 2045 demand of only 17.20 mgd, which is 21.99 mgd (56 percent) less than the 2006 prediction for 2026, despite occurring 19 years later.

A review of historic Charlotte County projection data indicates that the primary drop in projected demands occurred after 2008 and the onset of the Great Recession. The projected demands for 2028 were reduced from 32.90 mgd (2008 projection) to 16.26 mgd (2009 projection). Since 2009, demand projections have been more stable except for 2022 projections, which appear to be an outlier when compared to 2009 through 2025 Customer-provided demand projections.

Table 2.1 Charlotte County 20-Year Demand Projection Comparison 2006 to 2025

Year[1]	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021 Projection	2022[2] Projection	2023 Projection	2024[3] Projection	2025 Projection
2007	12.00																			
2008	13.21	11.78																		
2009	14.48	12.36	12.36																	
2010	15.78	12.97	12.97	11.78																
2011	17.17	13.61	13.61	12.03	11.85															
2012	18.60	14.3	14.30	12.28	12.07	11.92														
2013	20.05	15.02	15.02	12.53	12.30	12.13	11.59													
2014	21.60	15.79	15.79	12.78	12.52	12.34	11.75	11.57												
2015	23.26	16.6	16.60	13.04	12.75	12.55	11.92	11.57	11.91											
2016	24.37	17.47	17.47	13.29	13.00	12.79	12.10	11.73	12.10	12.03										
2017	25.53	18.39	18.39	13.54	13.25	13.03	12.29	11.90	12.28	12.20	12.82									
2018	26.75	19.26	19.26	13.78	13.51	13.28	12.48	12.08	12.47	12.38	13.07	13.97								
2019	28.04	20.2	20.20	14.04	13.76	13.62	12.67	12.26	12.66	12.55	13.33	14.16	14.16							
2020	29.39	21.21	21.21	14.29	14.02	13.77	12.86	12.44	12.85	12.73	13.59	14.35	14.35	14.35						
2021	30.82	22.3	22.30	14.54	14.28	14.02	13.05	12.63	13.03	12.89	13.85	14.51	14.51	14.51	14.19					
2022	32.33	23.48	23.48	14.79	14.54	14.27	13.24	12.81	13.21	13.06	14.11	14.68	14.68	14.68	14.31	N/A				
2023	33.91	24.76	24.76	15.04	14.80	14.52	13.44	12.99	13.39	13.23	14.38	14.85	14.85	14.85	14.43	N/A	12.98			
2024	35.58	26.14	26.14	15.30	15.06	14.78	13.63	13.17	13.57	13.40	14.64	15.02	15.02	15.02	14.55	N/A	13.76	12.60		
2025	37.34	27.63	27.63	15.56	15.32	15.03	13.83	13.35	13.75	13.57	14.91	15.18	15.18	15.18	14.67	N/A	13.85	12.84	12.84	13.29
2026	**39.19**	29.25	29.25	**15.80**	15.58	15.28	14.02	13.54	13.92	13.73	15.17	15.35	**15.35**	15.35	14.84	N/A	15.31	13.14	13.14	**13.51**
2027		31.00	31.00	16.05	15.84	15.53	14.20	13.72	14.09	13.89	15.43	15.52	15.52	15.52	15.01	N/A	16.08	13.42	13.42	13.73
2028			32.90	16.26	16.06	15.74	14.35	13.89	14.22	14.00	15.65	15.69	15.69	15.69	15.18	N/A	16.86	13.69	13.69	13.95
2029				16.46	16.27	15.95	14.50	14.03	14.35	14.12	15.87	15.86	15.86	15.86	15.35	N/A	17.63	13.96	13.96	14.17
2030					16.49	16.16	14.64	14.17	14.48	14.24	16.09	16.03	16.03	16.03	15.52	N/A	18.02	14.31	14.31	14.40
2031						16.36	14.79	14.31	14.60	14.36	16.31	16.19	16.19	16.19	15.73	N/A	19.17	14.52	14.52	14.60
2032							14.91	14.44	14.70	14.46	16.50	16.33	16.33	16.33	15.93	N/A	19.93	14.80	14.80	14.80
2033								14.55	14.81	14.57	16.70	16.48	16.48	16.48	16.14	N/A	20.70	15.08	15.08	15.01
2034									14.92	14.67	16.89	16.63	16.63	16.63	16.34	N/A	21.47	15.36	15.36	15.21
2035									15.02	14.77	17.09	16.78	16.78	16.78	16.55	N/A	22.35	15.77	15.77	15.42
2036											17.31	16.93	16.93	16.93	16.85	N/A	22.99	15.93	15.93	15.60
2037												17.08	17.08	17.08	17.14	N/A	23.75	16.21	16.21	15.78
2038													17.23	17.23	17.44	N/A	24.52	16.50	16.50	15.97
2039														17.38	17.74	N/A	25.27	16.79	16.79	16.15
2040															18.03	N/A	27.10	17.17	17.17	16.34

Year[1]	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021 Projection	2022[2] Projection	2023 Projection	2024[3] Projection	2025 Projection
2041																N/A	26.79	17.37	17.37	16.51
2042																	26.79	17.66	17.66	16.69
2043																		17.95	17.95	16.86
2044																			18.25	17.03
2045																			18.56	17.20

Notes:
(1) For comparison purposes and to be consistent with previous IRWSPs, demand projections do not include Burnt Store service area demands.
(2) County 2022 projections only extend to 2041. The 2042 demand projection was taken from the 2041 demand, as the previous year shows a negative growth rate.
(3) County 2024 projections only extend to 2044. The 2045 demand projection was extrapolated by applying the annual average growth rate from the previous year (2043-2044) of 1.67% to the 2044 demand projection.
Abbreviations: N/A – Not Available. 2021 demand projections were not identified.

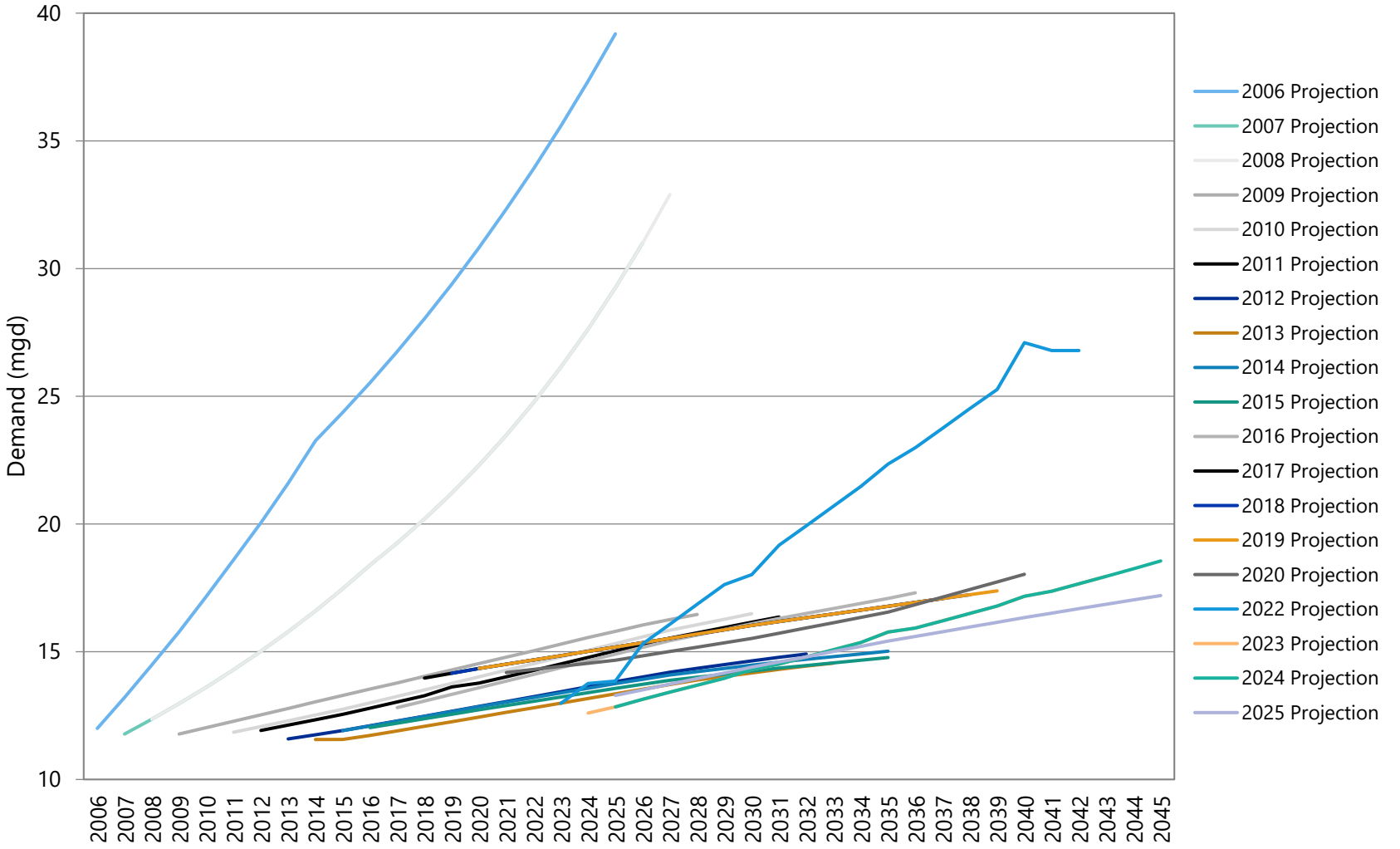

Figure 2.1 Charlotte County 20-Year Demand Projection Comparison (2006 to 2025)

2.1.2 DeSoto County Demand Projections Comparison (2006-2025)

The 20-year demand projections for DeSoto County over the 2006 through 2025 period are presented in Table 2.2 and Figure 2.2.

Previous IRWSPs did not include plans for interconnecting the DeSoto Correctional Institute (DCI) to the regional system. DeSoto County anticipates interconnecting the DCI to the regional system in the future and replacing the current groundwater source used to serve the DCI. Total actual use at the DCI in recent years has averaged 0.360 mgd. However, to remain consistent and allow for comparability, the 2006 to 2025 demands presented in this section do not include DCI demands. Only the demands for those areas of the DeSoto County service area that are currently supplied by the Authority are included for comparison. The DCI demands are presented along with current Authority-served areas in Section 2.2.2.

Decreases in County-projected demands are apparent between 2006 and 2011 but have been more stable since that time. The 2006 projection predicted a 2026 demand of 10.520 mgd whereas the 2011 projection predicts only 0.899 mgd for 2026 (a 9.621 mgd or 91.5 percent reduction). By comparison, the 2025 projection predicts a more reasonable demand of 0.816 mgd for 2026 and 1.253 mgd by 2045.

The demand projections provided by the County in 2025 show a gradual rise in demands through about 2045 to accommodate anticipated new developments but did not yet include interconnection to and conversion of the DCI facility to the Regional System. The Authority generally anticipates that the increase in demand upon the Regional System associated with DCI will likely be instantaneous when the interconnection occurs.

Table 2.2 DeSoto County 20-Year Demand Projection Comparison 2006 to 2025

Year[1]	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019[2] Projection	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024[3] Projection	2025 Projection
2007	1.410																			
2008	2.130	0.540																		
2009	3.150	0.760	0.590																	
2010	4.340	0.990	0.667	0.610																
2011	4.730	1.270	0.798	0.640	0.675															
2012	5.120	1.510	0.954	0.675	0.675	0.675														
2013	5.520	1.720	1.084	0.710	0.700	0.686	0.675													
2014	5.910	1.900	1.214	0.760	0.725	0.695	0.690	0.645												
2015	6.300	2.120	1.438	0.810	0.775	0.697	0.695	0.693	0.690											
2016	6.720	2.390	1.768	0.880	0.825	0.708	0.697	0.728	0.700	0.775										
2017	7.140	2.680	2.074	0.970	0.875	0.720	0.708	0.764	0.710	0.781	0.789									
2018	7.570	2.980	2.446	1.070	0.950	0.741	0.720	0.791	0.720	0.789	0.797	0.775								
2019	7.990	3.390	2.701	1.195	1.025	0.760	0.741	0.811	0.730	0.797	0.811	0.775	0.778							
2020	8.410	3.890	3.141	1.330	1.200	0.763	0.760	0.827	0.740	0.811	0.827	0.775	0.778	0.739						
2021	8.830	4.290	3.726	1.480	1.300	0.786	0.763	0.844	0.760	0.827	0.842	0.775	0.780	0.850	N/A					
2022	9.250	4.720	4.414	1.685	1.490	0.810	0.786	0.861	0.770	0.842	0.854	0.775	0.781	0.935	N/A	N/A				
2023	9.680	5.140	4.896	1.935	1.740	0.834	0.810	0.878	0.790	0.854	0.865	0.775	0.783	1.010	N/A	N/A	0.723			
2024	10.100	5.660	5.725	2.205	2.065	0.859	0.834	0.895	0.800	0.865	0.865	0.775	0.784	1.050	N/A	N/A	0.795	0.716		
2025	10.520	6.280	6.239	2.510	2.420	0.885	0.859	0.913	0.820	0.865	0.866	0.776	0.785	1.071	N/A	N/A	0.859	0.744	0.785	0.785
2026	**10.520**	6.930	6.819	2.860	2.705	**0.899**	0.885	0.932	0.850	0.866	0.866	0.777	0.784	1.082	N/A	N/A	0.902	0.819	0.816	**0.816**
2027		7.550	7.371	3.260	3.115	0.913	0.899	0.950	0.870	0.866	0.867	0.777	0.785	1.093	N/A	N/A	0.938	0.884	0.898	0.898
2028			8.100	3.675	3.345	0.928	0.913	0.969	0.900	0.867	0.867	0.777	0.785	1.093	N/A	N/A	0.957	0.929	0.970	0.970
2029				4.180	3.645	0.943	0.928	0.989	0.920	0.867	0.867	0.778	0.786	1.094	N/A	N/A	0.976	0.966	1.018	1.018
2030					4.120	0.958	0.943	1.008	0.950	0.867	0.868	0.778	0.786	1.094	N/A	N/A	0.986	0.985	1.059	1.059
2031						0.970	0.958	1.029	0.990	0.868	0.868	0.778	0.786	1.095	N/A	N/A	0.996	1.005	1.080	1.080
2032							0.970	1.049	1.030	0.868	0.869	0.779	0.787	1.095	N/A	N/A	1.005	1.015	1.102	1.102
2033								1.070	1.070	0.869	0.869	0.779	0.787	1.096	N/A	N/A	1.016	1.025	1.113	1.113
2034									1.110	0.869	0.870	0.780	0.787	1.097	N/A	N/A	1.026	1.035	1.124	1.124
2035									1.151	0.870	0.870	0.780	0.788	1.097	N/A	N/A	1.036	1.046	1.135	1.135
2036											0.870	0.780	0.788	1.098	N/A	N/A	1.046	1.056	1.146	1.146
2037												0.780	0.789	1.098	N/A	N/A	1.057	1.067	1.158	1.158
2038													0.789	1.099	N/A	N/A	1.067	1.077	1.169	1.169
2039														1.100	N/A	N/A	1.078	1.088	1.181	1.181
2040															N/A	N/A	1.089	1.099	1.193	1.193

Year[1]	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019[2] Projection	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024[3] Projection	2025 Projection
2041																N/A	1.100	1.110	1.205	1.205
2042																	1.110	1.121	1.217	1.217
2043																		1.132	1.229	1.229
2044																			1.241	1.241
2045																			1.253	**1.253**

Notes:
(1) For comparison purposes and to be consistent with previous IRWSPs, demand projections do not include DCI.
(2) County 2019 projections only extend to 2038. 2039 demand projection was interpolated by applying the annual average growth rate from the previous year (2037-2038) of 0.09% to the 2038 demand projection.
(3) County 2024 projections only extend to 2044. 2045 demand projection was interpolated by applying the annual average growth rate from the previous year (2043-2044) of 0.98% to the 2044 demand projection.
Abbreviations: N/A = Not Available. 2020 and 2021 demand projections were not identified.

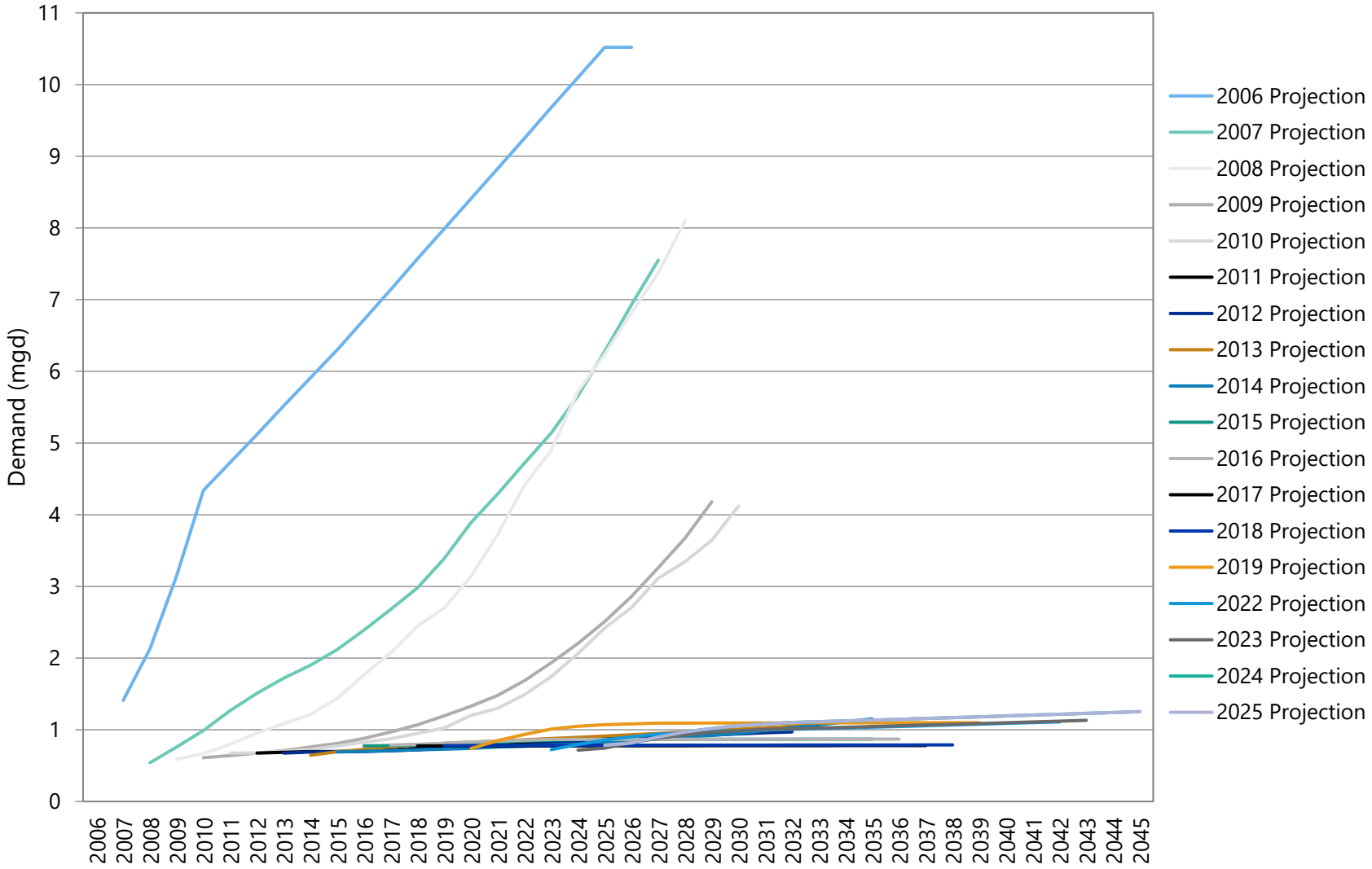

Figure 2.2 DeSoto County 20-Year Demand Projection Comparison (2006 to 2025)

2.1.3 Sarasota County Demand Projections Comparison (2006 to 2025)

The 20-year demand projections for Sarasota County over the 2006 through 2025 period are presented in Table 2.3 and Figure 2.3.

A reduction in the rate of projected growth in demand has occurred for Sarasota County since 2006. The 2006 projection predicted a 2026 demand of 31.81 mgd whereas the 2025 projection predicts only 27.82 mgd for 2026 demand (a 3.99 mgd or 12.5 percent reduction). The 2025 average annualized growth rate predicted for the 20-year planning period is 1.72 percent whereas the 2010 and 2006 average annualized growth rates for their respective 20-year planning periods were 1.79 percent and 1.95 percent, respectively. Therefore, the predicted growth rates for the County have consistently decreased in the last 19 years. However, growth rates and demand projections have increased slightly since 2020.

Table 2.3 Sarasota County 20-Year Demand Projection Comparison 2006 to 2025

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024 Projection	2025 Projection
2007	21.62																			
2008	22.16	23.71																		
2009	22.69	23.89	24.31																	
2010	23.23	24.57	24.90	21.55																
2011	23.77	25.5	25.72	22.21	21.30															
2012	24.30	26.18	26.55	22.87	21.70	19.78														
2013	24.84	26.86	27.38	23.63	22.10	20.47	19.78													
2014	25.37	27.54	28.15	24.19	22.50	21.15	20.47	20.80												
2015	25.91	27.97	28.68	24.85	22.90	21.83	21.15	21.50	20.90											
2016	26.45	28.65	29.20	25.47	23.34	22.25	21.83	21.90	21.42	20.00										
2017	26.98	29.33	29.71	26.10	23.78	22.67	22.25	22.30	21.94	20.80	21.40									
2018	27.52	30.01	30.21	26.72	24.22	23.09	22.67	22.70	22.46	21.80	22.00	21.39								
2019	28.05	30.69	30.71	27.35	24.66	23.51	23.09	23.10	22.98	22.14	22.50	22.18	22.98							
2020	28.59	31.37	31.20	27.97	25.10	23.94	23.51	23.50	23.50	22.98	22.98	22.96	23.30	23.18						
2021	29.13	32.05	31.67	28.54	25.58	24.33	23.94	23.90	23.90	23.40	23.40	23.40	23.62	23.44	23.74					
2022	29.66	32.73	32.14	29.11	26.06	24.72	24.33	24.30	24.30	23.83	23.83	23.83	23.94	23.70	24.00	24.50				
2023	30.20	33.41	32.60	29.68	26.54	25.12	24.72	24.70	24.70	24.25	24.25	24.25	24.26	23.96	24.26	24.76	25.45			
2024	30.73	34.09	33.06	30.25	27.02	25.51	25.12	25.10	25.10	24.68	24.68	24.68	24.58	24.22	24.52	25.02	25.71	25.78		
2025	31.27	34.77	33.25	30.82	27.50	25.90	25.51	25.50	25.50	25.10	25.10	25.10	24.90	24.48	24.78	25.28	25.97	26.04	27.00	27.25
2026	**31.81**	35.45	33.43	31.20	28.07	26.23	25.90	25.80	25.80	25.42	25.42	25.42	25.22	24.74	25.04	25.54	26.23	26.30	27.53	**27.82**
2027		36.13	33.61	31.59	28.64	26.55	26.23	26.10	26.10	25.74	25.74	25.74	25.54	25.00	25.30	25.80	26.49	26.56	28.06	28.38
2028			33.79	31.97	29.21	26.87	26.55	26.40	26.40	26.06	26.06	26.08	25.86	25.26	25.56	26.06	26.75	26.82	28.60	28.95
2029				32.36	29.78	27.19	26.87	26.70	26.70	26.38	26.38	26.38	26.18	25.52	25.82	26.32	27.01	27.08	29.13	29.52
2030					30.35	27.52	27.19	27.00	27.00	26.70	26.70	26.70	26.50	25.78	26.08	26.58	27.27	27.34	29.66	30.08
2031						27.61	27.52	27.28	27.28	26.98	26.98	26.98	26.82	26.04	26.34	26.84	27.53	27.60	30.19	30.65
2032							27.81	27.68	27.56	27.27	27.27	27.27	27.14	26.30	26.60	27.10	27.79	27.86	30.72	31.22
2033								27.84	27.84	27.55	27.55	27.55	27.46	26.56	26.86	27.36	28.05	28.12	31.25	31.79
2034									28.12	27.84	27.84	27.84	27.78	26.82	27.12	27.62	28.31	28.38	31.78	32.35
2035									28.40	28.12	28.12	28.12	28.10	27.08	27.38	27.88	28.57	28.64	32.31	32.92
2036											28.37	28.45	28.42	27.34	27.64	28.14	28.83	28.90	32.84	33.49
2037												28.77	28.74	27.60	27.90	28.40	29.09	29.16	33.37	34.06
2038													29.06	27.86	28.16	28.66	29.35	29.42	33.90	34.62
2039														28.12	28.42	28.92	29.61	29.68	34.43	35.19
2040														28.38	28.68	29.18	29.67	29.94	34.96	35.76

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024 Projection	2025 Projection
2041															28.94	29.44	30.13	30.20	35.50	36.32
2042																29.70	30.39	30.46	36.03	36.89
2043																	30.65	30.72	36.56	37.46
2044																		30.98	37.09	38.03
2045																			37.62	38.59

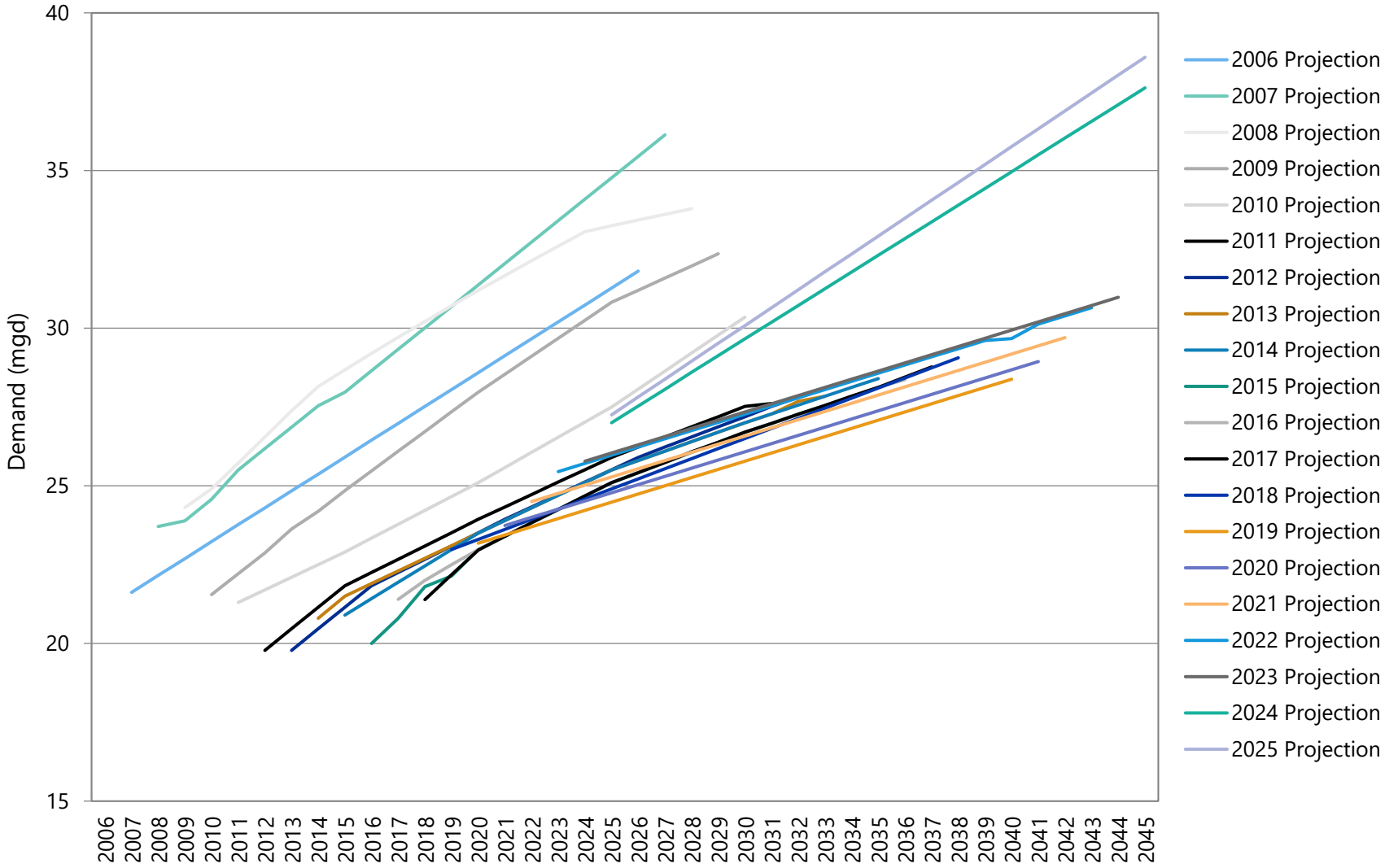

Figure 2.3 Sarasota County 20-Year Demand Projection Comparison (2006 to 2025)

2.1.4 City of North Port Demand Projections Comparison (2006 to 2025)

The 20-year demand projections for City of North Port over the 2006 through 2025 period are presented in Table 2.4 and Figure 2.4.

A substantial reduction in the rate of projected growth in demand for the City of North Port has occurred since 2006. The 2006 projection predicted a 2026 demand of 19.16 mgd, whereas the 2025 projection predicts only 4.73 mgd for 2026 (a reduction of 14.43 mgd or 75.3 percent). The 2025 demand projection for 2045 is 11.36 mgd, which is 7.80 mgd (40.7 percent) less than the 2006 projection for 2026. Demand projections exhibited a considerable reduction around 2016 and 2019 but have slightly increased since 2020.

Table 2.4 City of North Port 20-Year Demand Projection Comparison 2006 to 2025

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024[1] Projection	2025[2] Projection
2007	4.10																			
2008	4.90	3.55																		
2009	5.77	3.92	3.66																	
2010	6.55	4.33	4.09	3.31																
2011	7.40	4.77	4.52	3.66	3.31															
2012	8.15	5.42	4.98	4.09	3.66	3.31														
2013	8.90	6.22	5.52	4.52	4.09	3.46	2.78													
2014	9.75	6.96	6.13	4.98	4.52	3.66	3.03	2.78												
2015	10.50	7.75	6.78	5.52	4.98	4.09	3.33	3.03	3.03											
2016	11.25	8.33	7.46	6.13	5.52	4.52	3.69	3.33	3.33	3.33										
2017	12.10	8.93	8.17	6.78	6.13	4.98	4.14	3.69	3.69	3.69	3.66									
2018	12.85	9.52	8.67	7.46	6.78	5.52	4.59	4.14	4.14	4.14	4.03	3.66								
2019	13.60	10.12	9.18	8.17	7.46	5.85	5.10	4.59	4.59	4.59	4.43	4.03	3.68							
2020	14.45	10.73	9.69	8.67	8.17	6.18	5.61	5.10	5.10	5.10	4.87	4.43	3.99	3.52						
2021	15.20	11.34	10.21	9.18	8.67	7.06	6.17	5.61	5.61	5.61	5.12	4.87	4.41	3.64	3.76					
2022	15.95	11.95	10.73	9.69	9.18	7.87	6.72	6.17	6.17	6.17	5.37	5.12	4.82	3.76	3.94	3.28				
2023	16.80	12.57	11.26	10.21	9.69	8.67	7.33	6.72	6.72	6.72	5.64	5.37	5.12	3.89	4.11	3.36	3.71			
2024	17.55	13.2	11.79	10.73	10.21	9.18	7.95	7.33	7.33	7.33	5.92	5.64	5.37	4.04	4.20	3.43	3.83	4.08		
2025	18.30	13.83	12.33	11.26	10.73	9.69	8.59	7.95	7.95	7.95	6.22	5.92	5.84	4.20	4.37	3.51	3.94	4.21	3.97	4.52
2026	**19.16**	14.46	12.88	11.79	11.26	10.73	9.27	8.59	8.59	8.59	6.53	6.22	5.92	4.34	4.51	3.59	4.06	4.35	4.12	**4.73**
2027		15.10	13.43	12.33	11.79	11.49	9.97	9.27	9.27	9.27	6.86	6.53	6.22	4.48	4.68	3.67	4.18	4.49	4.27	4.95
2028			13.92	12.88	12.33	12.63	10.67	9.97	9.97	9.97	7.20	6.86	6.53	4.63	4.81	3.75	4.31	4.64	4.42	5.19
2029				13.43	12.88	12.88	11.41	10.67	10.67	10.67	7.56	7.20	6.88	4.81	4.98	3.86	4.44	4.79	4.58	5.43
2030					13.43	13.43	12.16	11.41	11.41	11.41	7.94	7.56	7.20	4.99	5.15	3.92	4.57	4.95	4.75	5.69
2031						13.86	12.95	12.16	12.16	12.16	8.25	7.94	7.58	5.16	5.29	4.01	4.71	5.12	4.92	5.96
2032							13.72	12.95	12.95	12.95	8.58	8.25	7.94	5.32	5.49	4.10	4.85	5.28	5.10	6.24
2033								13.72	13.72	13.72	8.93	8.58	8.25	5.54	5.64	4.20	5.00	5.46	5.29	6.53
2034									14.26	14.26	9.28	8.93	8.58	5.71	5.83	4.29	5.15	5.64	5.48	6.84
2035									14.81	14.43	9.65	9.28	8.93	5.92	5.94	4.39	5.30	5.82	5.68	7.16
2036											10.04	9.65	9.28	6.12	6.18	4.49	5.46	6.01	5.88	7.50
2037												10.04	9.65	6.34	6.32	4.59	5.62	6.21	6.10	7.86
2038													10.04	6.57	6.52	4.69	5.79	6.42	6.32	8.23
2039														6.80	6.69	4.80	5.97	6.63	6.55	8.61
2040															6.87	4.91	6.15	6.85	6.79	9.02

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021 Projection	2022 Projection	2023 Projection	2024(1) Projection	2025(2) Projection
2041																5.02	6.33	7.07	7.04	9.45
2042																	6.52	7.30	7.29	9.89
2043																		7.54	7.56	10.36
2044																			7.83	10.85
2045																			8.12	**11.36**

Notes:
(1) City's 2024 projections only extend to 2044. The 2045 demand projection was extrapolated by applying the annual average growth rate from the previous year (2043-2044) of 3.64 percent to the 2044 demand projection.
(2) City's 2025 projections only extend to 2044. The 2045 demand projection was extrapolated by applying the annual average growth rate from the previous year (2043-2044) of 4.72 percent to the 2044 demand projection.

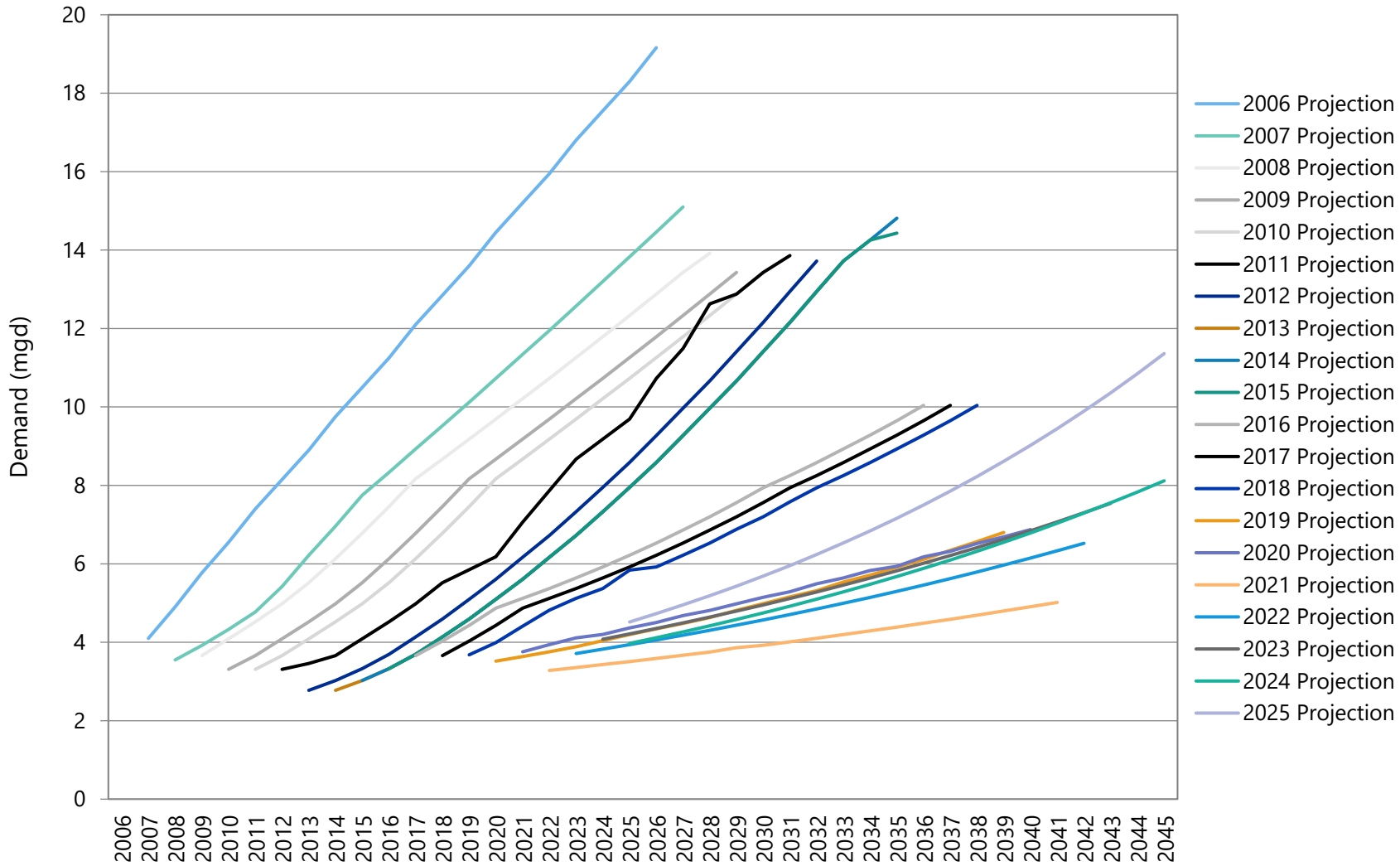

Figure 2.4 City of North Port 20-Year Demand Projection Comparison (2006 to 2025)

2.1.5 Manatee County Demand Projections Comparison (2006 to 2025)

The 20-year demand projections submitted by Manatee County over the 2006 through 2025 period are presented in Table 2.5 and Figure 2.5.

Manatee County projections do not include supply to Sarasota County (those demands are accounted for in Sarasota County's projections). As with other Member and Customer utilities, a significant reduction in the projected rate of growth in demand for Manatee County has occurred since 2006. The 2006 projection predicted a 2026 demand of 73.06 mgd, whereas the 2025 projection predicts a 2026 demand of only 47.86 mgd (a 25.20 mgd or 34.5 percent reduction). The 2025 demand projection for 2045 is 73.59 mgd which is 0.53 mgd (0.72 percent) greater than the 2006 projection for 2026, despite occurring 19 years later. Demand projections have been generally stable since about 2010 with a slight increase in demand projected in 2024. It should be noted that since 2006, customer projections have routinely been adjusted downward to more reasonable and consistent demand projections.

Table 2.5 Manatee County 20-Year Demand Projection Comparison 2006 to 2025

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021[1] Projection	2022[2] Projection	2023[3] Projection	2024[4] Projection	2025[5] Projection
2007	40.40																			
2008	41.86	38.38																		
2009	43.34	38.77	38.77																	
2010	44.79	39.26	39.26	38.55																
2011	46.64	40.19	40.19	38.63	38.71															
2012	48.52	41.34	41.34	38.77	38.96	39.36														
2013	50.40	42.48	42.48	39.00	39.26	39.67	37.13													
2014	52.27	43.63	43.63	39.33	39.62	40.04	37.42	37.57												
2015	54.11	44.77	44.77	39.77	40.03	40.46	37.71	37.87	38.27											
2016	55.91	45.85	45.85	40.29	40.43	40.82	38.08	38.25	38.66	38.53										
2017	57.74	46.95	46.95	40.93	40.85	41.23	38.45	38.63	39.05	38.92	39.39									
2018	59.56	48.05	48.05	41.69	41.26	41.65	38.84	39.02	39.45	39.32	39.79	40.41								
2019	61.39	49.15	49.15	42.54	41.67	42.08	39.23	39.42	39.86	39.72	40.21	40.84	40.98							
2020	63.19	50.25	50.25	43.49	42.08	42.54	39.63	39.82	40.28	40.14	40.63	41.28	41.41	41.41						
2021	64.98	51.38	51.38	44.58	42.63	43.05	40.12	40.32	40.78	40.64	41.15	41.80	41.93	41.93	42.36					
2022	66.78	52.55	52.55	45.68	43.18	43.59	40.62	40.82	41.30	41.15	41.67	42.34	42.46	42.46	42.90	43.17				
2023	68.59	53.67	53.67	46.76	43.74	44.15	41.13	41.34	41.83	41.68	42.21	42.90	43.00	43.00	43.45	43.723	42.90			
2024	70.39	54.81	54.81	47.86	44.29	44.74	41.65	41.87	42.37	42.21	42.76	43.46	43.56	43.56	44.01	44.287	44.3	44.33		
2025	72.09	55.96	55.96	48.95	44.85	45.35	42.18	42.41	42.93	42.76	43.32	44.05	44.12	44.12	44.59	44.87	45.77	45.77	46.45	46.70
2026	**73.06**	57.13	57.13	50.01	45.54	46.00	42.77	43.07	43.54	43.37	43.95	44.69	44.74	44.74	45.21	45.492	46.69	46.69	47.61	**47.86**
2027		58.33	58.33	51.11	46.25	46.69	43.38	43.62	44.17	43.99	44.58	45.35	45.38	45.38	45.85	46.14	47.62	47.62	48.78	48.78
2028			59.53	52.20	46.96	47.42	44.00	44.25	44.81	44.63	45.24	46.02	46.02	46.02	46.50	46.80	48.57	48.57	49.97	50.22
2029				53.29	47.67	48.17	44.63	44.89	45.47	45.28	45.90	46.71	46.69	46.69	47.17	47.47	49.54	49.54	51.14	50.64
2030					48.39	48.95	45.28	45.55	46.15	45.96	46.59	47.41	47.36	47.37	47.90	48.16	50.53	50.53	52.32	51.82
2031						49.79	46.03	46.30	46.90	46.71	47.37	48.27	48.12	48.12	48.62	48.92	51.54	51.54	53.52	53.02
2032							46.80	47.08	47.69	47.49	48.16	49.08	48.89	48.89	49.39	49.71	52.28	52.58	54.75	54.25
2033								47.88	48.49	48.29	48.98	49.91	49.69	49.69	50.19	50.51	53.63	53.63	56.01	55.51
2034									49.32	49.11	49.82	50.76	50.51	50.51	51.01	51.33	54.70	54.70	57.3	56.80
2035									50.17	49.96	50.66	51.51	51.34	51.34	51.84	52.17	55.79	55.79	58.62	58.12
2036											51.50	52.36	52.17	52.17	52.67	53.01	56.91	56.91	59.97	59.47
2037												53.24	53.05	53.05	53.52	53.86	58.05	58.05	61.34	60.84
2038													53.95	53.95	54.40	54.74	59.21	59.21	62.76	62.26
2039														54.88	55.29	55.639	60.39	60.39	64.2	64.20
2040															56.21	56.56	61.60	61.60	65.68	65.68

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020 Projection	2021[1] Projection	2022[2] Projection	2023[3] Projection	2024[4] Projection	2025[5] Projection
2041																57.50	62.83	62.83	67.19	67.19
2042																	64.09	64.09	68.73	68.73
2043																		65.38	70.31	70.31
2044																			71.93	71.93
2045																			73.58	**73.59**

Notes:
(1) Manatee County 2021 projections only extend to 2040. The 2041 demand projection was extrapolated by applying the annual average growth rate from the previous year (2039-2040) of 1.66% to the 2040 demand projection.
(2) Manatee County 2022 projections only extend to 2041. The 2042 demand projection was extrapolated by applying the annual average growth rate from the previous year (2040-2041) of 2.00% to the 2041 demand projection.
(3) Manatee County 2023 projections only extend to 2042. The 2043 demand projection was extrapolated by applying the annual average growth rate from the previous year (2041-2042) of 2.01% to the 2042 demand projection.
(4) Manatee County 2024 projections only extend to 2043. The 2044 and 2045 demand projections were extrapolated by applying the annual average growth rate from the previous year (2042-2043) of 2.30% to project 2044 and 2045 demands.
(5) Manatee County 2025 projections only extend to 2044. The 2045 demand projection was extrapolated by applying the annual average growth rate from the previous year (2043-2044) of 2.30% to the 2044 demand projection.

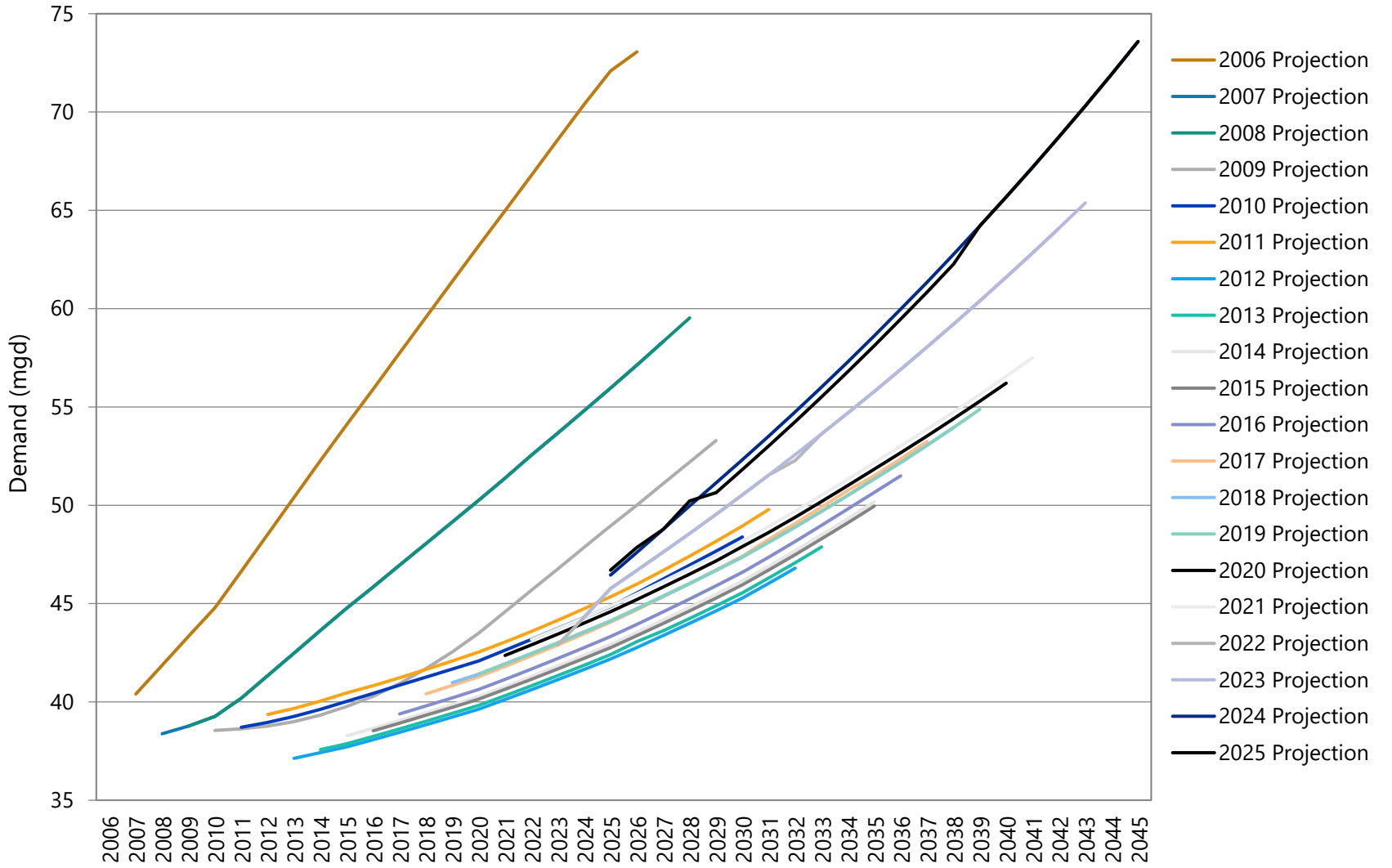

Figure 2.5 Manatee County 20-Year Demand Projection Comparison (2006 to 2025)

2.1.6 Combined Member and Customer Demand Projections Comparison (2006 to 2025)

The 20-year demand projections submitted by all Members and Customers presented above were summed to obtain projected 20-year "Regional Demand" for 2006 through 2025 and are presented in Table 2.6 and Figure 2.6. The significant reduction in the rate of projected growth in demand for each individual Member and Customer is again reflected when considered together on a regional basis. The 2006 projection predicted a 2026 demand of 173.74 mgd, whereas the 2025 projection predicts only 94.74 mgd for 2026 (79.00 mgd or 45.5 percent reduction). Furthermore, the 2025 demand projection for 2045 is 141.99 mgd which is 31.75 mgd (18.3 percent) less than the 2006 projection for 2026, despite occurring 19 years later. Demand projections have fluctuated but have been generally stable since about 2012.

Table 2.6 Total Authority Member and Customer 20-Year Demand Projection Comparison 2006 to 2025

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020[1] Projection	2021[1] Projection	2022 Projection	2023 Projection	2024 Projection	2025 Projection
2007	79.53																			
2008	84.26	77.96																		
2009	89.43	79.7	79.69																	
2010	94.69	82.12	81.89	75.80																
2011	99.71	85.34	84.84	77.17	75.85															
2012	104.69	88.75	88.12	78.69	77.07	75.04														
2013	109.71	92.3	91.48	80.39	78.45	76.41	71.95													
2014	114.90	95.82	94.91	82.04	79.89	77.88	73.36	73.36												
2015	120.08	99.21	98.27	83.99	81.44	79.63	74.80	74.66	74.80											
2016	124.70	102.69	101.75	86.06	83.12	81.09	76.40	75.93	76.20	74.66										
2017	129.49	106.28	105.29	88.32	84.89	82.63	77.84	77.29	77.67	76.40	78.05									
2018	134.25	109.82	108.64	90.72	86.71	84.28	79.30	78.73	79.23	78.42	79.69	81.49								
2019	139.07	113.55	111.94	93.30	88.58	85.83	80.83	80.18	80.82	79.80	81.28	83.32	82.47							
2020	144.03	117.45	115.49	95.75	90.57	87.19	82.37	81.69	82.46	81.76	82.90	85.17	83.79	83.20						
2021	148.96	121.36	119.29	98.32	92.46	89.24	84.04	83.29	84.07	83.37	84.36	86.87	85.32	84.37	N/A					
2022	153.97	125.43	123.31	100.96	94.45	91.26	85.70	84.95	85.74	85.05	85.84	88.38	86.84	85.53	N/A	N/A				
2023	159.18	129.55	127.19	103.63	96.51	93.30	87.42	86.62	87.43	86.73	87.34	89.89	88.24	86.70	N/A	N/A	85.77			
2024	164.35	133.9	131.53	106.35	98.65	95.07	89.19	88.36	89.17	88.48	88.86	91.45	89.54	87.89	N/A	N/A	88.39	87.50		
2025	169.52	138.47	135.41	109.10	100.82	96.86	90.96	90.12	90.95	90.25	90.42	93.03	91.12	89.05	N/A	N/A	90.39	89.61	91.05	92.54
2026	**173.74**	143.22	139.51	111.66	103.16	99.14	92.84	91.92	92.70	91.97	91.93	94.58	92.32	90.26	N/A	N/A	93.19	91.30	93.21	**94.74**
2027		148.11	143.74	114.34	105.64	101.18	94.68	93.66	94.50	93.76	93.48	96.16	93.76	91.48	N/A	N/A	95.31	92.98	95.42	96.74
2028			148.24	116.99	107.90	103.59	96.48	95.48	96.30	95.53	95.02	97.80	95.20	92.69	N/A	N/A	97.44	94.65	97.65	99.28
2029				119.72	110.25	105.13	98.34	97.28	98.11	97.32	96.58	99.42	96.71	93.98	N/A	N/A	99.59	96.34	99.83	100.78
2030					112.78	107.01	100.21	99.14	99.99	99.18	98.19	101.09	98.19	95.26	N/A	N/A	101.38	98.12	102.10	103.05
2031						108.59	102.24	101.08	101.92	101.08	99.77	102.88	99.80	96.60	N/A	N/A	103.94	99.78	104.23	105.31
2032							104.21	103.19	103.93	103.04	101.38	104.55	101.40	97.93	N/A	N/A	105.85	101.54	106.47	107.61
2033								105.07	105.93	105.00	103.02	106.26	102.98	99.37	N/A	N/A	108.39	103.31	108.74	109.96
2034									107.72	106.75	104.70	108.01	104.60	100.77	N/A	N/A	110.65	105.11	111.04	112.32
2035									109.56	108.15	106.41	109.65	106.25	102.21	N/A	N/A	113.05	107.07	113.51	114.76
2036											108.15	111.45	107.90	103.65	N/A	N/A	115.24	108.81	115.77	117.21
2037												113.30	109.62	105.17	N/A	N/A	117.57	110.70	118.18	119.69
2038													111.38	106.71	N/A	N/A	119.94	112.62	120.65	122.25
2039														108.28	N/A	N/A	122.32	114.57	123.15	125.34
2040															N/A	N/A	125.61	116.65	125.79	127.99

Year	2006 Projection	2007 Projection	2008 Projection	2009 Projection	2010 Projection	2011 Projection	2012 Projection	2013 Projection	2014 Projection	2015 Projection	2016 Projection	2017 Projection	2018 Projection	2019 Projection	2020(1) Projection	2021(1) Projection	2022 Projection	2023 Projection	2024 Projection	2025 Projection
2041																N/A	127.18	118.58	128.30	130.67
2042																	128.90	120.64	130.93	133.42
2043																		122.73	133.61	136.22
2044																			136.34	139.08
2045																			139.12	**141.99**

Notes:
(1) The 2020 demand projections were not available for Desoto County and 2021 demand projections were not available for Charlotte and DeSoto Counties. Therefore, regional demands were not identified for those two years.
N/A=Not Available.

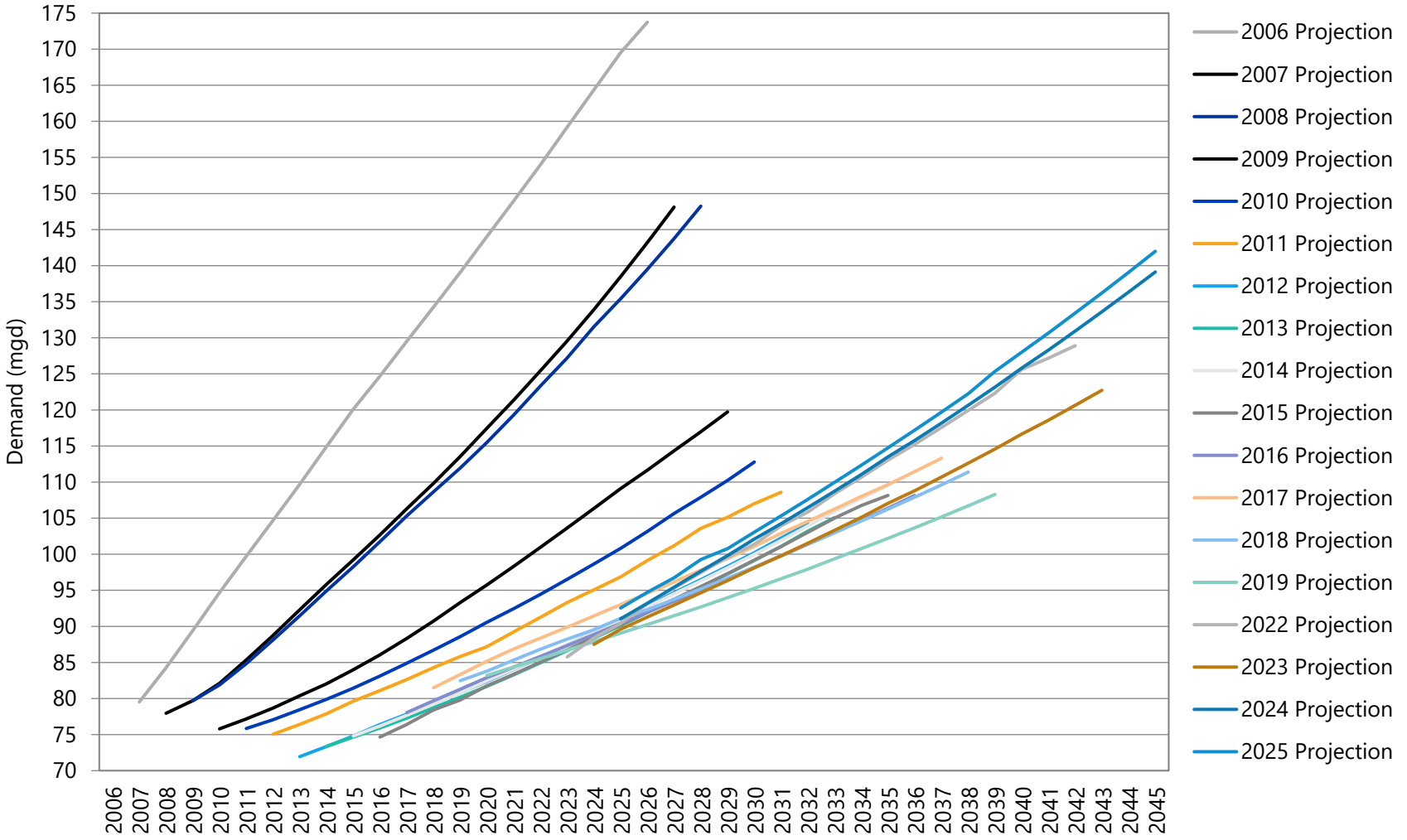

Figure 2.6 Total Authority Member and Customer 20-Year Demand Projection Comparison (2006 to 2025)

2.2 Member and Customer 2025 Demand Projections (2025 to 2045)

This section presents the most recent Member and Customer demand projections provided to the Authority between November 2024 and February 2025 (i.e., Demand Projections for 2025 through 2045). The demand projection information from each individual Member and Customer was summed to derive predicted total demands for 2025 through 2045. The 2045 values based on extrapolated data were noted and as described below.

2.2.1 Charlotte County Demand Projections

Charlotte County's latest 20-year demand projections (2025 through 2045) were provided to the Authority through correspondence dated January 16, 2025. The County's submittal included projected demands for the Burnt Store service area. Prior to the 2020 IRWSP, service to the Burnt Store area was not considered due to its remote location and because there were no plans to interconnect it to the regional system. However, it is anticipated that the Burnt Store service area may be interconnected to the regional system at some point during the planning period of the 2025 IRWSP.

The combined projected demands for the Authority service area and Burnt Store service area for the planning period are illustrated in Figure 2.7. The demands for the Authority service area and Burnt Store service area are presented individually and in combination in Table 2.7. The County's projections show total water demands increasing at an average annual rate of 1.87 percent from 2026 to 2045, with demands increasing from 14.19 mgd to 20.57 mgd (an increase of 6.38 mgd).

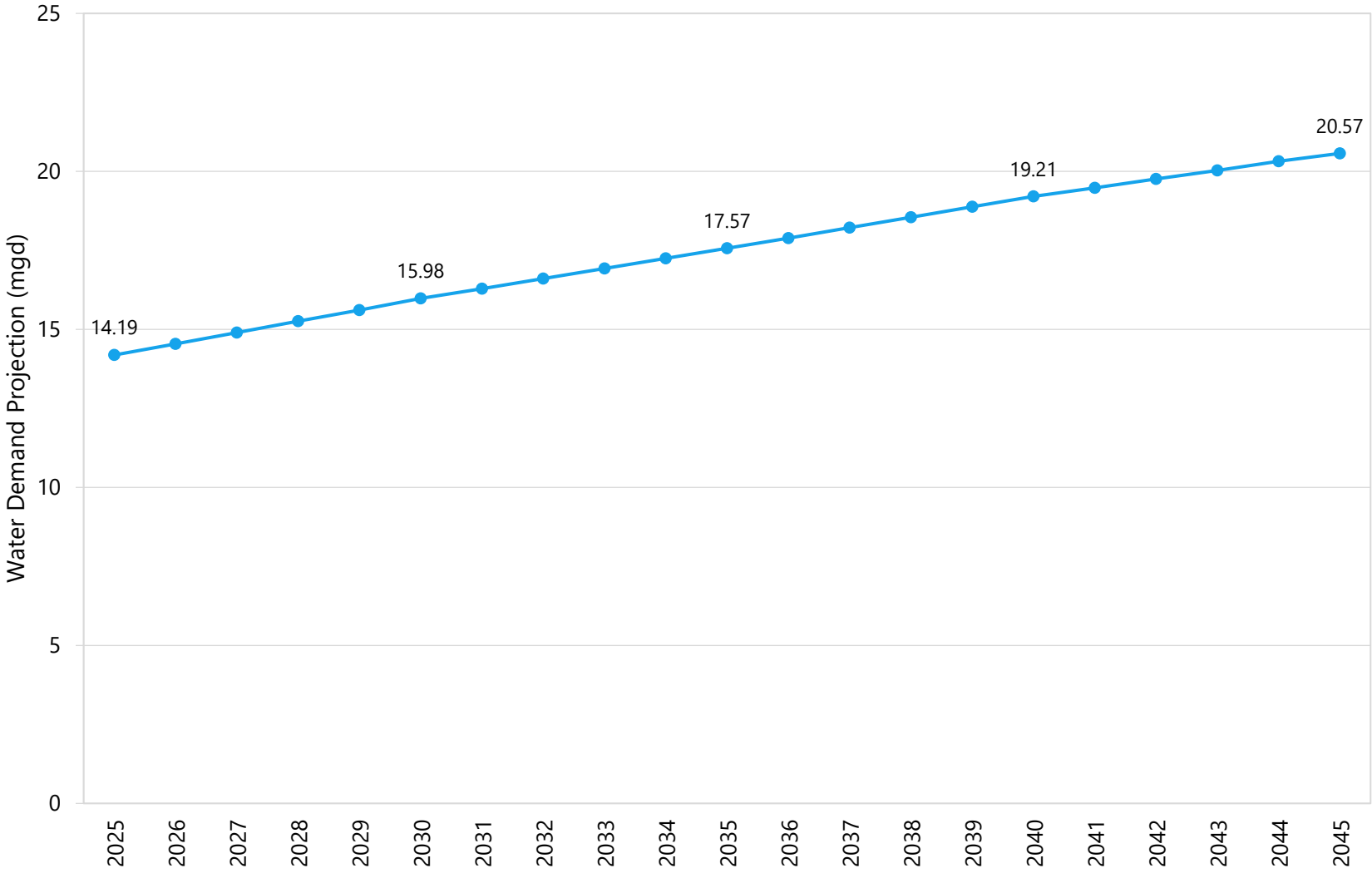

Figure 2.7 Combined Charlotte County Projected Demand for Charlotte County Service Areas (2025 to 2045)

Table 2.7 Charlotte County Projected Water Demand (2025 to 2045)

Year	Authority Service Area Demand (mgd)	Authority Annual Demand Growth Rate (mgd)	Authority Annual Demand Growth Rate (%)	Burnt Store Service Area Demand (mgd)	Burnt Store Annual Demand Growth Rate (mgd)	Burnt Store Annual Demand Growth Rate (%)	Total Projected Demand (mgd)[1]	Total Annual Demand Growth Rate (mgd)	Total Annual Demand Growth Rate (%)
2025	13.29	N/A	N/A	0.90	N/A	N/A	14.19	N/A	N/A
2026	13.51	0.220	1.66%	1.03	0.13	14.44%	14.54	0.35	2.47%
2027	13.73	0.220	1.63%	1.17	0.14	13.59%	14.90	0.36	2.48%
2028	13.95	0.220	1.60%	1.31	0.14	11.97%	15.26	0.36	2.42%
2029	14.17	0.220	1.58%	1.44	0.13	9.92%	15.61	0.35	2.29%
2030	14.40	0.230	1.62%	1.58	0.14	9.72%	15.98	0.37	2.37%
2031	14.60	0.200	1.39%	1.69	0.11	6.96%	16.29	0.31	1.94%
2032	14.80	0.200	1.37%	1.81	0.12	7.10%	16.61	0.32	1.96%
2033	15.01	0.210	1.42%	1.92	0.11	6.08%	16.93	0.32	1.93%
2034	15.21	0.200	1.33%	2.04	0.12	6.25%	17.25	0.32	1.89%
2035	15.42	0.210	1.38%	2.15	0.11	5.39%	17.57	0.32	1.86%
2036	15.60	0.180	1.17%	2.29	0.14	6.51%	17.89	0.32	1.82%
2037	15.78	0.180	1.15%	2.44	0.15	6.55%	18.22	0.33	1.84%
2038	15.97	0.190	1.20%	2.58	0.14	5.74%	18.55	0.33	1.81%
2039	16.15	0.180	1.13%	2.73	0.15	5.81%	18.88	0.33	1.78%
2040	16.34	0.190	1.18%	2.87	0.14	5.13%	19.21	0.33	1.75%
2041	16.51	0.170	1.04%	2.97	0.10	3.48%	19.48	0.27	1.41%
2042	16.69	0.180	1.09%	3.07	0.10	3.37%	19.76	0.28	1.44%
2043	16.86	0.170	1.02%	3.17	0.10	3.26%	20.03	0.27	1.37%
2044	17.03	0.170	1.01%	3.29	0.12	3.79%	20.32	0.29	1.45%
2045	17.20	0.170	1.00%	3.37	0.08	2.43%	20.57	0.25	1.23%
Increase (2025-2045)	3.91	N/A	N/A	2.47	N/A	N/A	6.38	N/A	N/A
							Minimum	0.25	1.23%
							Maximum	0.37	2.48%
							Average	0.32	1.87%
							Median	0.32	1.85%

2.2.2 DeSoto County Demand Projections

DeSoto County's latest 20-year demand projections (2025 to 2045) were provided to the Authority on December 17, 2024. The projected demands for DeSoto County include the County's existing service area as well as future supply to several forthcoming development projects. However, the County has not yet included the potential interconnection of DCI to the regional system. It is generally anticipated that water supply from the Authority will be used to replace existing DCI water supply facilities within the 20-year planning period. Actual historical average demand of 0.360 mgd at the DCI facility was obtained from the 2024 Peace River Facility, WUP No. 20010420.013, Annual Report (WY 2023), dated May 24, 2024. Therefore, the DeSoto County demand projections were adjusted to include the DCI facility at 0.360 mgd to reflect the total DeSoto County water demand.

The County projections indicate water demand increasing at an average annual rate of 1.74 percent during the planning period, with demands increasing from 1.145 mgd in 2025 to 1.613 mgd in 2045 (increase of 0.468 mgd). Projected demands are illustrated in Figure 2.8 and summarized in Table 2.8.

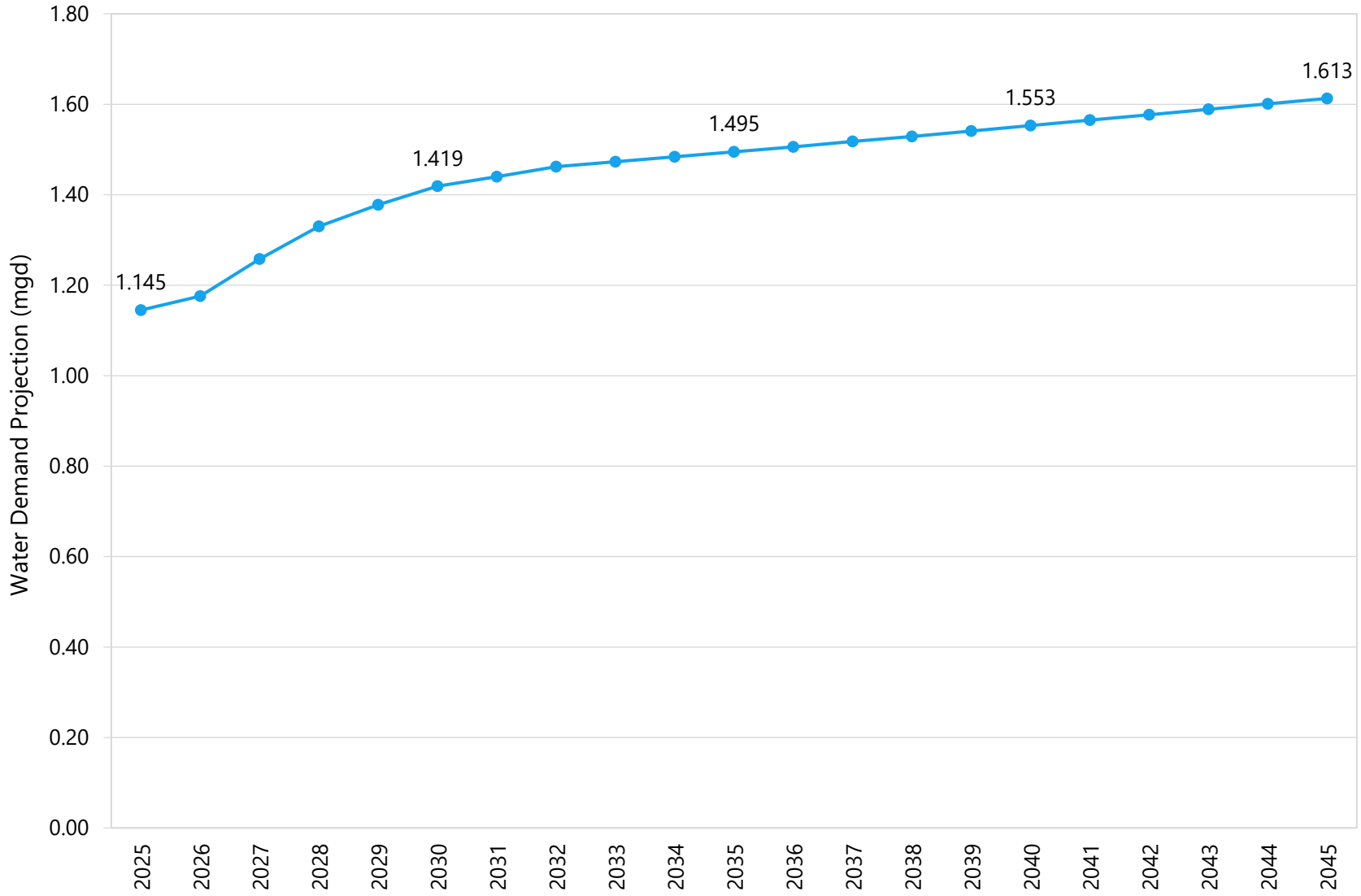

Figure 2.8 DeSoto County Projected Demand for County Service Area and DCI (2025 to 2045)

Table 2.8 DeSoto County Projected Water Demand (2025 to 2045)

Year	Authority Service Area Demand (mgd)	Authority Annual Demand Growth Rate (mgd)	Authority Annual Demand Growth Rate(%)	Estimated DCI Demands (mgd)	Total Projected Demands (mgd)	Annual Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	0.785	N/A	N/A	0.360	1.145	N/A	N/A
2026	0.816	0.031	3.95%	0.360	1.176	0.031	2.71%
2027	0.898	0.082	10.05%	0.360	1.258	0.082	6.97%
2028	0.970	0.072	8.02%	0.360	1.330	0.072	5.72%
2029	1.018	0.048	4.95%	0.360	1.378	0.048	3.61%
2030	1.059	0.041	4.03%	0.360	1.419	0.041	2.98%
2031	1.080	0.021	1.98%	0.360	1.440	0.021	1.48%
2032	1.102	0.022	2.04%	0.360	1.462	0.022	1.53%
2033	1.113	0.011	1.00%	0.360	1.473	0.011	0.75%
2034	1.124	0.011	0.99%	0.360	1.484	0.011	0.75%
2035	1.135	0.011	0.98%	0.360	1.495	0.011	0.74%
2036	1.146	0.011	0.97%	0.360	1.506	0.011	0.74%
2037	1.158	0.012	1.05%	0.360	1.518	0.012	0.80%
2038	1.169	0.011	0.95%	0.360	1.529	0.011	0.72%
2039	1.181	0.012	1.03%	0.360	1.541	0.012	0.78%
2040	1.193	0.012	1.02%	0.360	1.553	0.012	0.78%
2041	1.205	0.012	1.01%	0.360	1.565	0.012	0.77%
2042	1.217	0.012	1.00%	0.360	1.577	0.012	0.77%
2043	1.229	0.012	0.99%	0.360	1.589	0.012	0.76%
2044	1.241	0.012	0.98%	0.360	1.601	0.012	0.76%
2045	1.253	0.012	0.97%	0.360	1.613	0.012	0.75%
Increase (2025-2045)	0.468	N/A	N/A	N/A	0.468	N/A	N/A
					Minimum	0.011	0.72%
					Maximum	0.082	6.97%
					Average	**0.023**	**1.74%**
					Median	0.012	0.78%

2.2.3 Sarasota County Demand Projections

Sarasota County's latest 20-year demand projections (2025 through 2045) were provided to the Authority on January 21, 2025. The County's projections show water demand increasing at an average annual rate of 1.76 percent during the 2025 to 2045 planning period with demands increasing from 27.25 mgd in 2025 to 38.59 mgd by 2045 (an increase of 11.34 mgd).

Demands for Sarasota County are illustrated in Figure 2.9 and summarized in Table 2.9.

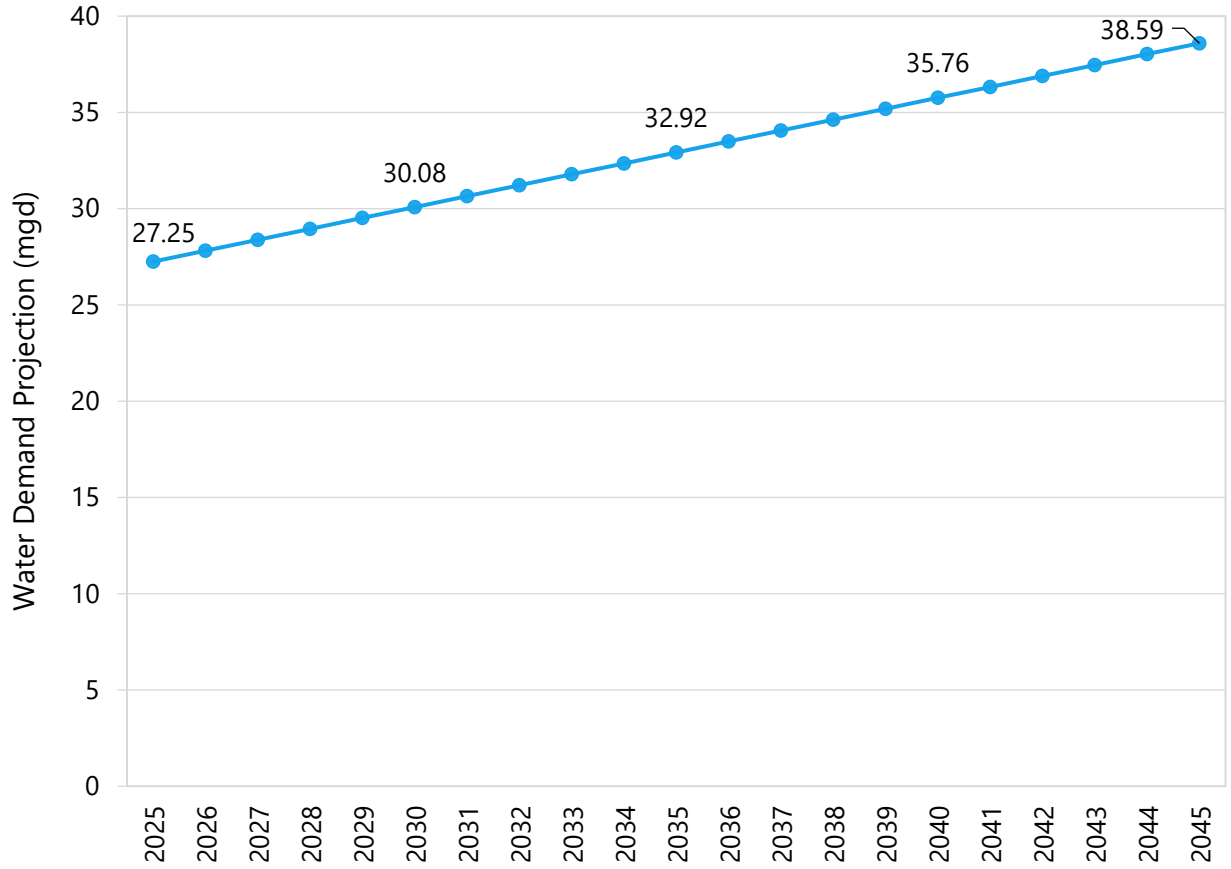

Figure 2.9 Sarasota County Projected Demand (2025 to 2045)

Table 2.9 Sarasota County Projected Water Demand (2025 to 2045)

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	27.25	N/A	N/A
2026	27.82	0.57	2.09%
2027	28.38	0.56	2.01%
2028	28.95	0.57	2.01%
2029	29.52	0.57	1.97%
2030	30.08	0.56	1.90%
2031	30.65	0.57	1.89%
2032	31.22	0.57	1.86%
2033	31.79	0.57	1.83%
2034	32.35	0.56	1.76%
2035	32.92	0.57	1.76%
2036	33.49	0.57	1.73%
2037	34.06	0.57	1.70%
2038	34.62	0.56	1.64%
2039	35.19	0.57	1.65%
2040	35.76	0.57	1.62%
2041	36.32	0.56	1.57%
2042	36.89	0.57	1.57%
2043	37.46	0.57	1.55%
2044	38.03	0.57	1.52%
2045	38.59	0.56	1.47%
Increase (2025-2045)	11.34	N/A	N/A
	Minimum	0.56	1.47%
	Maximum	0.57	2.09%
	Average	**0.57**	**1.76%**
	Median	0.57	1.75%

2.2.4 City of North Port Demand Projections

The City of North Port's latest 20-year demand projections were provided to the Authority on February 25, 2025. The demands shown for 2045 in the 2025 demand projection (2025 through 2045) were extrapolated by applying the annual average growth rate from the previous year (2043 to 2044) of 4.72 percent to the 2044 demand projection. The City of North Port demand projections show water demand increasing by an average annual growth rate of 4.72 percent per year, with demand projected to rise from 4.517 mgd in 2025 to 11.361 mgd in 2045 (an increase of 6.844 mgd).

The projected demands for the City of North Port are illustrated in Figure 2.10 and summarized in Table 2.10.

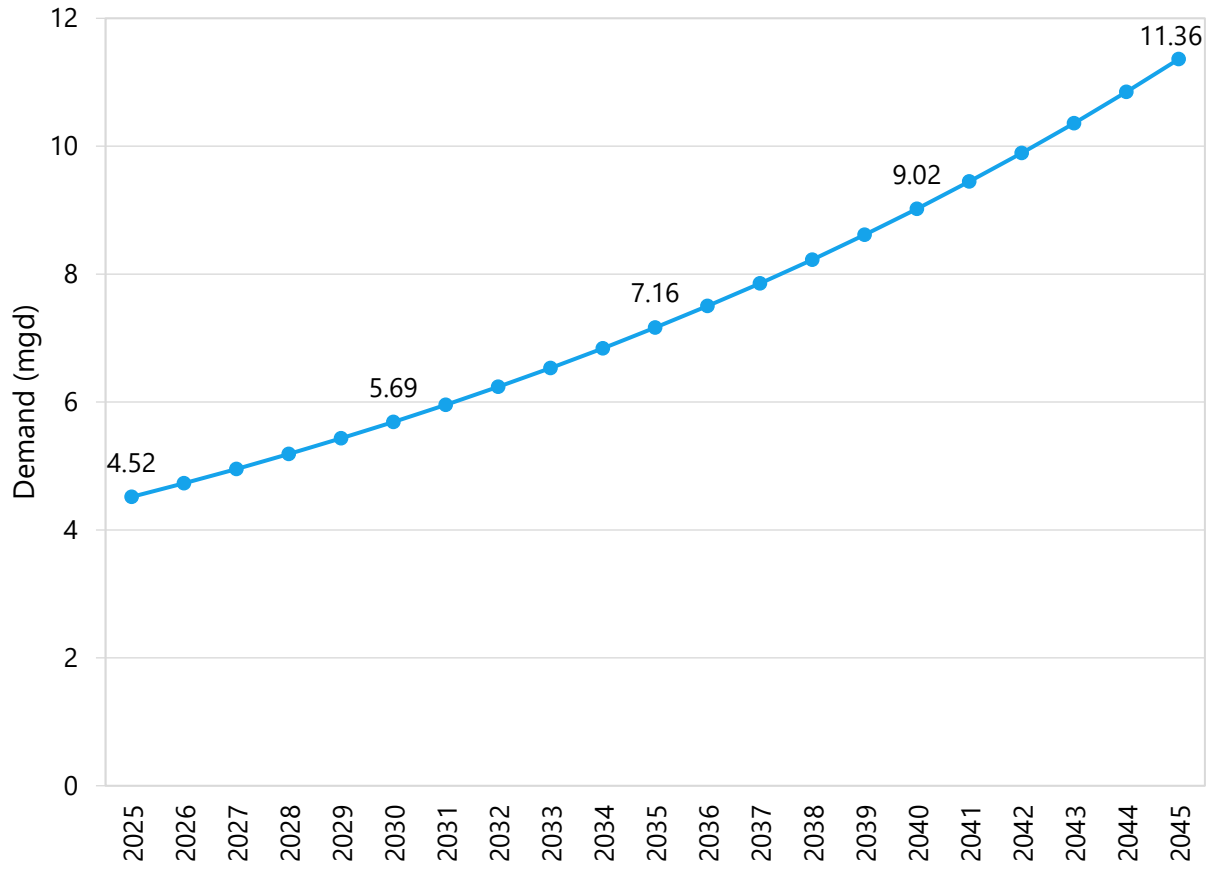

Figure 2.10 City of North Port Projected Demand (2025 to 2045)

Table 2.10 City of North Port Projected Water Demand (2025 to 2045)

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	4.517	N/A	N/A
2026	4.730	0.213	4.72%
2027	4.953	0.223	4.71%
2028	5.187	0.234	4.72%
2029	5.432	0.245	4.72%
2030	5.688	0.256	4.71%
2031	5.956	0.268	4.71%
2032	6.238	0.282	4.73%
2033	6.532	0.294	4.71%
2034	6.840	0.308	4.72%
2035	7.163	0.323	4.72%
2036	7.501	0.338	4.72%
2037	7.855	0.354	4.72%
2038	8.226	0.371	4.72%
2039	8.614	0.388	4.72%
2040	9.021	0.407	4.72%
2041	9.447	0.426	4.72%
2042	9.893	0.446	4.72%
2043	10.360	0.467	4.72%
2044	10.849	0.489	4.72%
2045	11.361	0.512	4.72%
Increase (2025-2045)	6.844	N/A	N/A
	Minimum	0.213	4.71%
	Maximum	0.512	4.73%
	Average	**0.342**	**4.72%**
	Median	0.331	4.72%

2.2.5 Manatee County Demand Projections

Manatee County's latest 20-year demand projections (2025 through 2045) were provided to the Authority on January 28, 2025. The County's 2025 projections only extended to 2044. The 2045 demand projections were extrapolated by applying the annual growth rate from the previous year (2043 to 2044) of 2.30 percent to project the 2045 demands. Manatee County supplies water to its own retail customers and currently maintains 10.0 mgd of reserve capacity for its wholesale customers including the Cities of Palmetto (2.0 mgd) and Bradenton (0.50 mgd), the Town of Longboat Key (2.50 mgd), and Sarasota County (5.0 mgd). The Manatee County projections provided to the Authority on January 9, 2024, show the Sarasota County reserve amount decreasing from 4.0 mgd in 2025 to 0.5 mgd by 2028 and zero supply by 2039. The demands provided herein represent the decreasing Sarasota reserve quantity allocation.

It should be noted that the Sarasota County reserve quantities are not included in Manatee County's portion of the total regional demand projections provided in Section 2.2.6 as these demands are already accounted for in Sarasota County's projections. The demands of the Town of Longboat Key and City of Palmetto are met entirely by Manatee County, while the City of Bradenton meets most of its own demands through self-supply.

Manatee County's projections indicate demands increasing at an average annual rate of 1.89 percent per year, with demand rising from 50.70 mgd in 2025 to 73.587 mgd by 2045 (increase of 22.887 mgd).

The projected demands for Manatee County are illustrated in Figure 2.11 and summarized in Table 2.11.

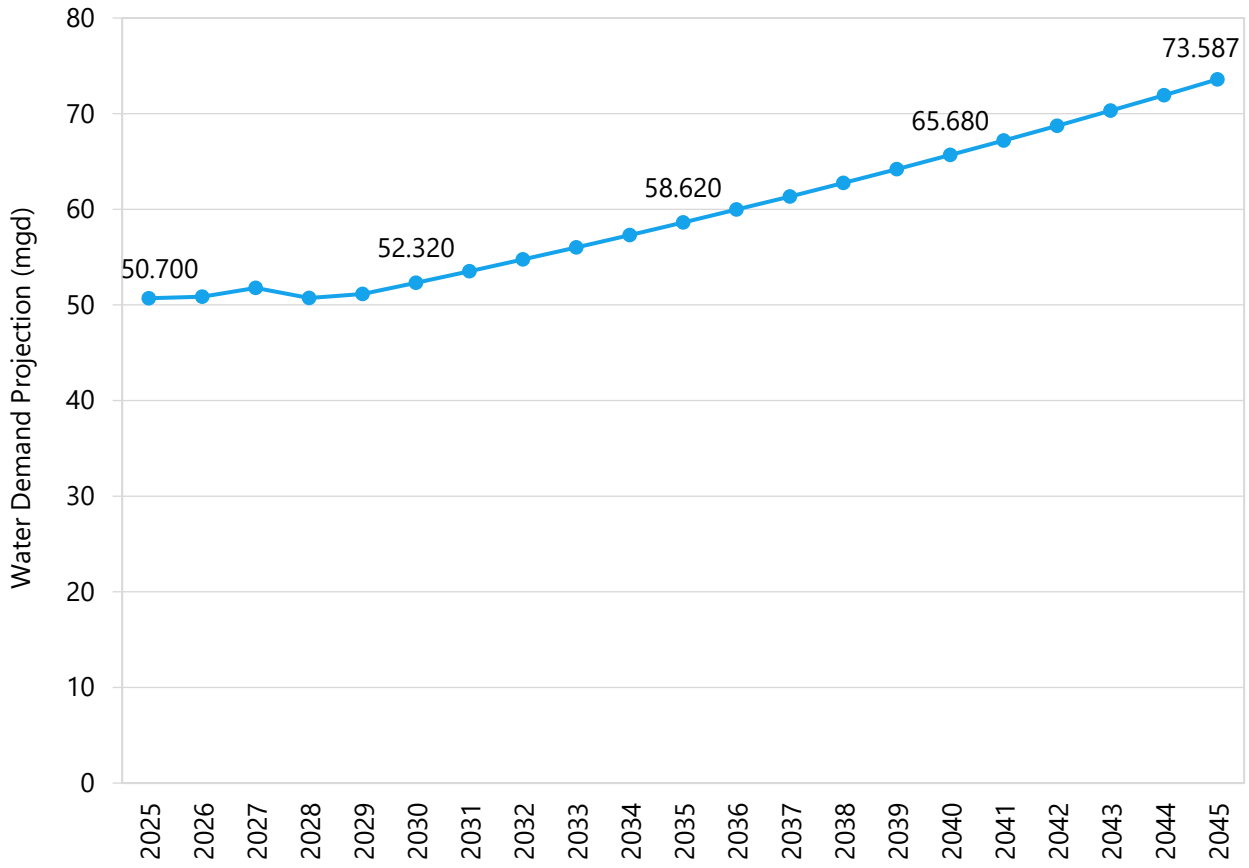

Figure 2.11 Manatee County Projected Demand (2025 to 2045)

Table 2.11 Manatee County Projected Water Demand (2025 to 2045)

Year	Demand Projection (mgd)	Demand Growth Rate (mgd)	Annual Demand Growth Rate (%)(1)
2025	50.700	N/A	N/A
2026	50.860	0.160	0.32%
2027	51.780	0.920	1.81%
2028	50.720	-1.060	-2.05%
2029	51.140	0.420	0.83%
2030	52.320	1.180	2.31%
2031	53.520	1.200	2.29%
2032	54.750	1.230	2.30%
2033	56.010	1.260	2.30%
2034	57.300	1.290	2.30%
2035	58.620	1.320	2.30%
2036	59.970	1.350	2.30%
2037	61.340	1.370	2.28%
2038	62.760	1.420	2.31%
2039	64.200	1.440	2.29%
2040	65.680	1.480	2.31%
2041	67.190	1.510	2.30%
2042	68.730	1.540	2.29%
2043	70.310	1.580	2.30%
2044	71.930	1.620	2.30%
2045	73.587	1.657	2.30%
Increase (2025-2045)	22.887	N/A	N/A
	Minimum	-1.060	-2.05%
	Maximum	1.657	2.31%
	Average	**1.144**	**1.89%**
	Median	1.335	2.30%

Notes:
(1) The 2028 negative annual growth rate is due to Sarasota County contract extension cessation in 2028. Sarasota County shows no supply from Manatee in 2028, while Manatee shows 0.5 mgd.

2.2.6 Summary of Demand Projection for Authority Members and Customers

The projected Member and Customer 2025 demands (for the period of 2025 through 2045) were summed to provide a projection of total Authority Member and Customer demands through 2045. Total projected demands are listed in Table 2.12 and illustrated in Figure 2.12. The sum of these Member- and Customer-provided demand projections results in an average annual growth rate of 2.23 percent per year, with demands increasing from 93.802 mgd in 2025 to 145.721 mgd in 2045 (an increase of 51.919 mgd). It should be noted that the projected average annual water demand growth rate for the Authority's Members and Customers is nominally higher than the actual historical regional use growth rate for 2004 through 2024 (average of 2.09 percent per year) as presented in Section 2.3.

Table 2.12 Total Authority Member and Customer Provided Water Demand Projections (2025 to 2045)

Year	Charlotte County[1]	DeSoto County[2]	Sarasota County	City of North Port	Manatee County[3]	Projected Total Demand (mgd)	Demand Growth Rate (mgd)	Demand Growth Rate (%)
2025	14.19	1.145	27.250	4.517	46.700	93.802	N/A	N/A
2026	14.54	1.176	27.820	4.730	47.860	96.126	2.324	2.48%
2027	14.90	1.258	28.380	4.953	48.780	98.271	2.145	2.23%
2028	15.26	1.330	28.950	5.187	50.220	100.947	2.676	2.72%
2029	15.61	1.378	29.520	5.432	50.640	102.580	1.633	1.62%
2030	15.98	1.419	30.080	5.688	51.820	104.987	2.407	2.35%
2031	16.29	1.440	30.650	5.956	53.020	107.356	2.369	2.26%
2032	16.61	1.462	31.220	6.238	54.250	109.780	2.424	2.26%
2033	16.93	1.473	31.790	6.532	55.510	112.235	2.455	2.24%
2034	17.25	1.484	32.350	6.840	56.800	114.724	2.489	2.22%
2035	17.57	1.495	32.920	7.163	58.120	117.268	2.544	2.22%
2036	17.89	1.506	33.490	7.501	59.470	119.857	2.589	2.21%
2037	18.22	1.518	34.060	7.855	60.840	122.493	2.636	2.20%
2038	18.55	1.529	34.620	8.226	62.260	125.185	2.692	2.20%
2039	18.88	1.541	35.190	8.614	64.200	128.425	3.240	2.59%
2040	19.21	1.553	35.760	9.021	65.680	131.224	2.799	2.18%
2041	19.48	1.565	36.320	9.447	67.190	134.002	2.778	2.12%
2042	19.76	1.577	36.890	9.893	68.730	136.850	2.848	2.13%
2043	20.03	1.589	37.460	10.360	70.310	139.749	2.899	2.12%
2044	20.32	1.601	38.030	10.849	71.930	142.730	2.981	2.13%
2045	20.57	1.613	38.590	11.361	73.587	145.721	2.991	2.10%
Increase (2025-2045)	6.380	0.468	11.340	6.844	26.887	51.919	N/A	N/A
						Minimum	1.633	1.62%
						Maximum	3.240	2.72%
						Average	**2.596**	**2.23%**
						Median	2.613	2.21%

Notes:
(1) Charlotte County projections include Burnt Store service area demand projections.
(2) DeSoto County projections include service to DCI beginning in 2025 at 0.360 mgd. DCI potable water use is based on Peace River Facility 2024 Water Use Permit 20010420.013 Annual Report (WY2023), May 24, 2024,Table 2-6.
(3) Demands provided for Manatee County Utilities include full contractual capacity reserve for the following wholesale customers: Longboat Key (2.50 mgd), Palmetto (2.00 mgd), and Bradenton (0.50 mgd), but do not include Sarasota County to avoid double-accounting.

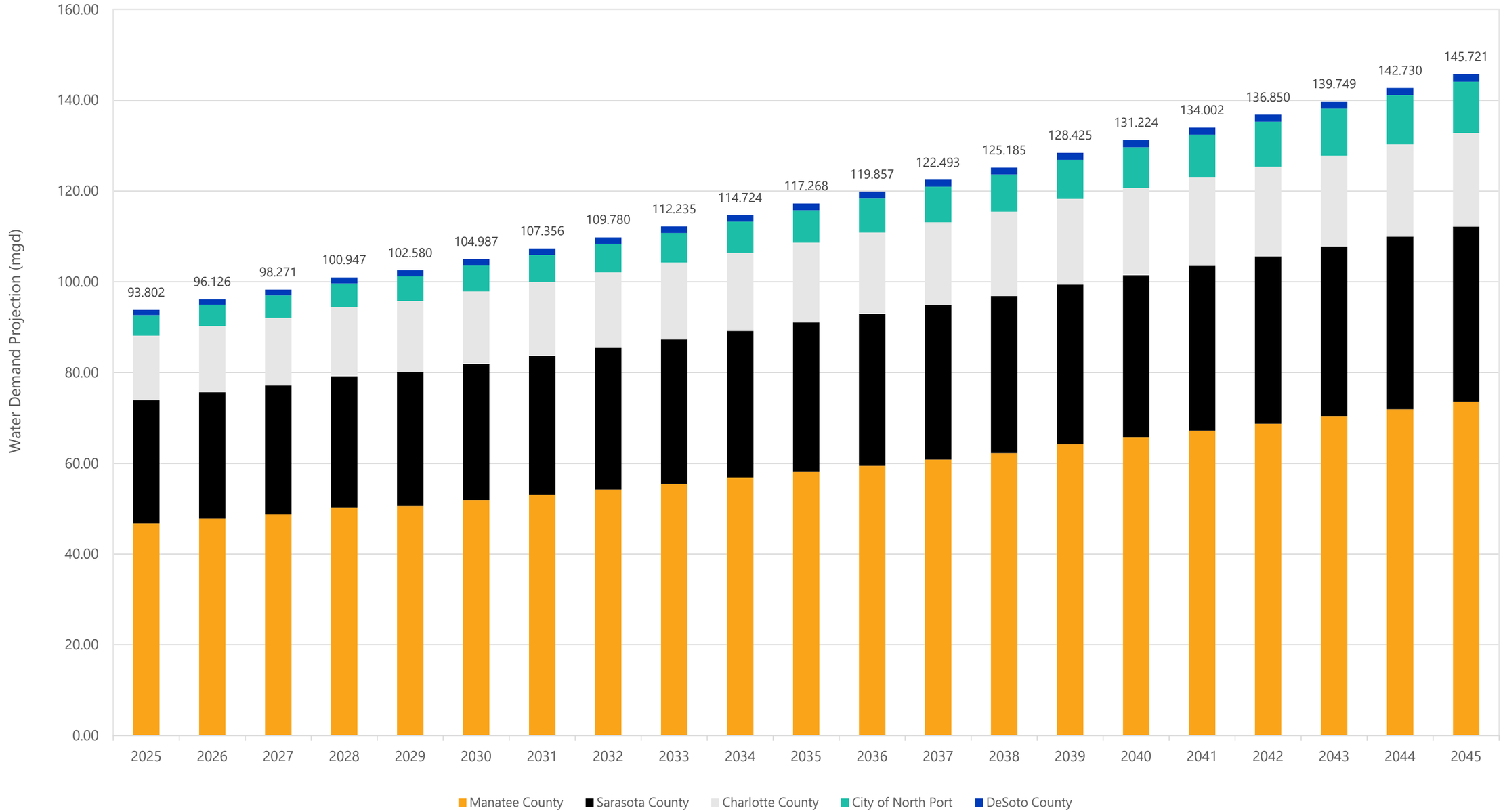

Figure 2.12 Member and Customer Provided Water Demand Projections (2025 to 2045)

2.3 Actual Historical Water Use of Authority Members and Customers

Using extreme high or extreme low growth rates when developing long-term demand projections can result in overprediction or underprediction of demands, respectively. Susceptibility to inaccurate predictions is increased when using a data set that is overly influenced by a short-term water use fluctuation that is not reflective of longer-term water use trends (e.g., droughts). Overprediction of demands can potentially lead to premature investments in expensive infrastructure while underprediction can potentially result in insufficient permitted water supply quantities, water treatment and production capacity, and potentially building moratoriums. Neither over nor underprediction of demands is desirable. Therefore, it is useful to consider a variety of demand-related information and methodologies when developing long-term demand projections, which together can be used to "bracket" a range of potential long-term demand scenarios. One such important consideration is the examination of actual historical water use trends.

This section summarizes some factors that can impact water use and provides the actual historical water use of the Authority Members and Customers for the past 20 years.

2.3.1 Factors Impacting Water Use

Actual water use can fluctuate substantially on an annual basis. Due to short-term demand volatility, it is helpful to examine a multi-year period to identify actual water use trends for long-term water supply planning. More extended periods will also contain fluctuations in demand and will often contain years where demands have either increased or decreased from the previous year. While shorter-term fluctuations are typically moderated when a more multi-year period is examined, unusual events such as the extreme drop in demand that occurred due to the Great Recession between 2007 and 2009 must also be taken into consideration to ensure that demand projections are not overly influenced by atypical extremes that have a relatively low likelihood of occurring again during the projection planning period. Another unusual event was the COVID 19 pandemic which impacted the global economy in 2020 and subsequent years. During the 2007 to 2009 period, the average annual growth rate in actual regional water use was -1.49 percent. This appears to be attributable to the Great Recession. The effects of a highly significant economic recession appear to have had only a temporary effect on demand increases. Conversely, actual regional water use increased in 2020 (a COVID-impacted year) by 6.99 percent as compared to 2019. Reviewing actual water use over a multi-year period (in this case, over 20 years) should attenuate the impacts of these unusual events. Therefore, a review of actual water use for the 2004 to 2024 period was examined to provide insight regarding actual water use trends for demand projection purposes.

2.3.2 Actual Regional Water Use (2004 to 2024)

Actual regional water use (production) of the Authority's members and customers for 2004 through 2024 is summarized in Table 2.13 and illustrated in Figure 2.13 (Source: PRMRWSA; 2025). The actual use quantities provided represent finished water produced at all water supply production facilities in the region that provide supply to the Authority's Members and Customers. Between 2004 and 2024, the total regional demand (i.e., regional production) grew from a total of 60.24 mgd in 2004 to 86.81 mgd in 2024 (a 26.57 mgd increase). The average annual growth rate this period was 2.09 percent per year (1.43 mgd/year). There has been a notable increase in the growth rate in the past five years (2020 to 2024) with an average annual growth rate over that period of 4.02 percent (3.08 mgd/year). This increase in growth rate is reflected in the 20-year median growth rate of 2.37 percent (1.66 mgd/year).

Table 2.13 Actual Regional (Member and Customer) Water Use and Growth Rate Summary

Year	Member and Customer Regional Demand (mgd)	Annual Change in Demand (mgd)	Annual Change in Demand (%)
2004	60.24	3.43	6.04%
2005	59.80	-0.44	-0.73%
2006	63.72	3.92	6.56%
2007	62.64	-1.08	-1.69%
2008	64.30	1.66	2.65%
2009	60.81	-3.49	-5.43%
2010	61.41	0.60	0.99%
2011	64.82	3.41	5.55%
2012	64.78	-0.04	-0.06%
2013	64.92	0.14	0.22%
2014	66.49	1.57	2.42%
2015	66.93	0.44	0.66%
2016	68.63	1.70	2.54%
2017	71.46	2.83	4.12%
2018	69.58	-1.88	-2.63%
2019	71.39	1.81	2.60%
2020	76.38	4.99	6.99%
2021	77.71	1.33	1.74%
2022	79.55	1.84	2.37%
2023	85.00	5.45	6.85%
2024	86.81	1.81	2.13%
Increase (2014-2024)	26.57	N/A	N/A
	Minimum	-3.49	-5.43%
	Maximum	5.45	6.99%
	Average	**1.43**	**2.09%**
	Median	1.66	2.37%

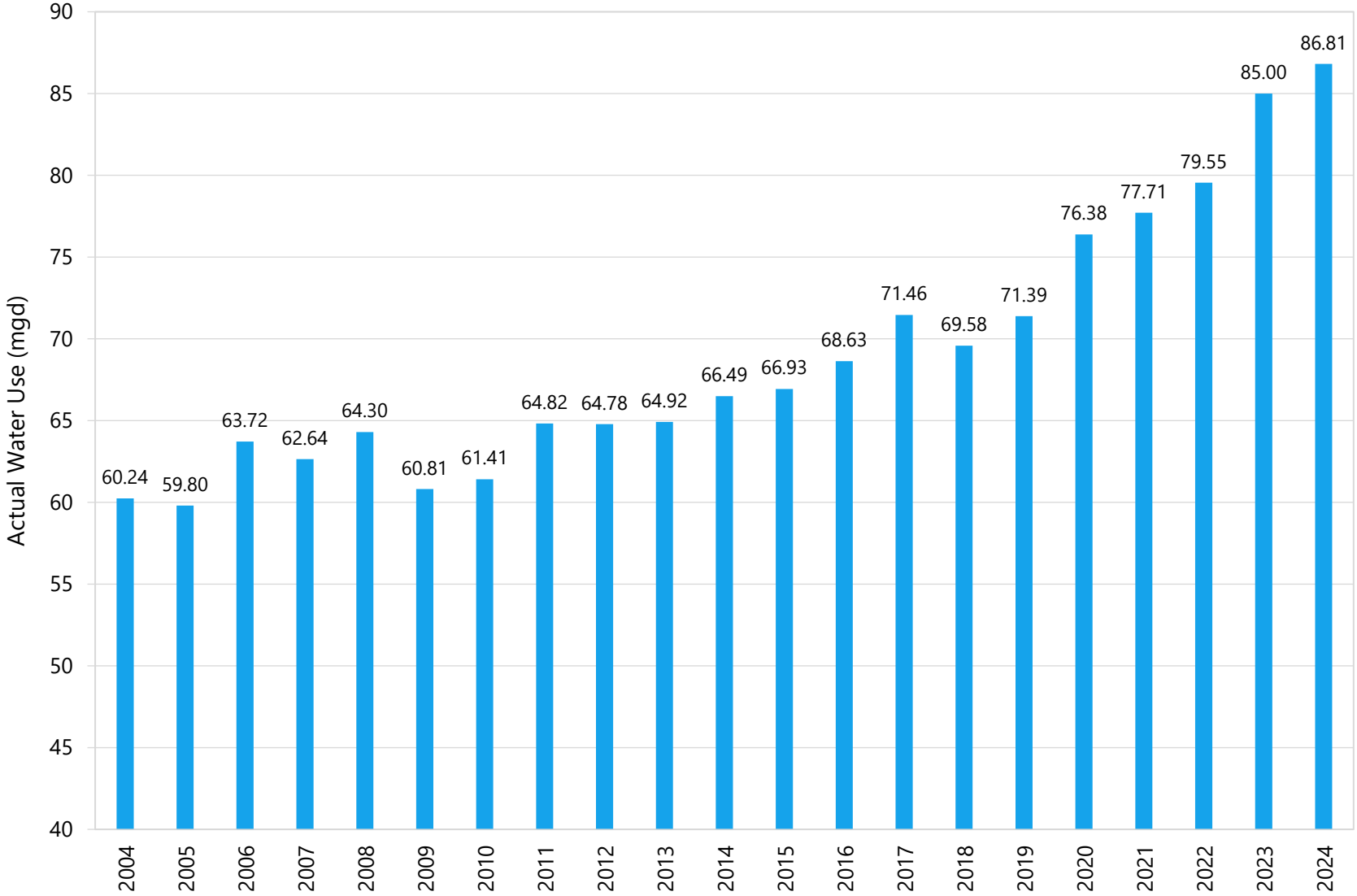

Figure 2.13 Actual Regional Water Use of Members and Customers (2004 to 2024)

2.4 50-Year Demand Projections using Member and Customer Projections and Actual Historical Water Use

This section provides demand projections for the 50-year period of 2025 through 2075 for Authority Members and Customers using the latest member and customer projections provided to the Authority as well as the actual historical use for the past 20 years. Projecting demands out 50 years is particularly challenging, and build-out constraints could potentially affect actual demands. Nonetheless, the 50-year demands presented in the section are projected absent of build-out constraints.

2.4.1 Demand Projection Methodologies Overview

Three methods were examined to project 20-year and 50-year demands for Authority Members and Customers using the latest Member and Customer projections and actual historical use data. A brief description of each method is provided below:

1. Customer 2025 Projection (2025 through 2045) and Annualized Growth Rate (2045 through 2075): This method utilizes the total of the latest (2025) Member and Customer provided demand projections for the period of 2025 to 2045 as shown in Table 2.12. Projected demands for 2046 through 2075 were extrapolated from the 2045 demand value using the projected 2025 to 2045 average annual growth rate of 2.23 percent.
2. Customer 2025 Adjusted Projection: This method adjusts the starting point (baseline) for demand projections to the 2024 total actual use (86.81 mgd) and then applies the projected average annual growth rate of 2.23 percent per year to project demands for the entire 50-year period.
3. Actual Historical Use Based Projection: This method also adjusts the starting point (baseline) for demand projections to the 2024 total actual use (85.81 mgd). This method then employs the 2004 through 2024 actual use average growth rate of 2.09 percent per year to project demands for the entire 50-year period.

2.4.2 Customer 2025 Projections (2025 to 2045) and Annualized Growth Rate (2046 through 2075)

This method adopts Member and Customer 2025 demand projections for the 2025 to 2045 period and then estimates the subsequent demands using the projected total region average annual growth rate of 2.23 percent per year. The 50-year demand projections through 2075 using this method are provided in Table 2.14 and illustrated in Figure 2.14. As shown, the projected demand for this method increases from 93.80 mgd in 2025 to 145.72 mgd in 2045 (an increase of 51.92 mgd or 55.35 percent) and to 282.17 mgd by 2075 (an increase of 188.37 mgd or 200.82 percent).

Table 2.14 50-Year Demand Projection based on Member and Customer 2025 Projections (mgd)

2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
93.80	96.13	98.27	100.95	102.58	104.99	107.36	109.78	112.24	114.72
2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
117.27	119.86	122.49	125.19	128.43	131.22	134.00	136.85	139.75	142.73
2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
145.72	148.97	152.28	155.68	159.14	162.69	166.31	170.02	173.80	177.67
2055	2056	2057	2058	2059	2060	2061	2062	2063	2064
181.63	185.68	189.81	194.04	198.36	202.78	207.29	211.91	216.63	221.46
2065	2066	2067	2068	2069	2070	2071	2072	2073	2074
226.39	231.43	236.58	241.85	247.24	252.75	258.38	264.13	270.01	276.03
2075									
282.17									

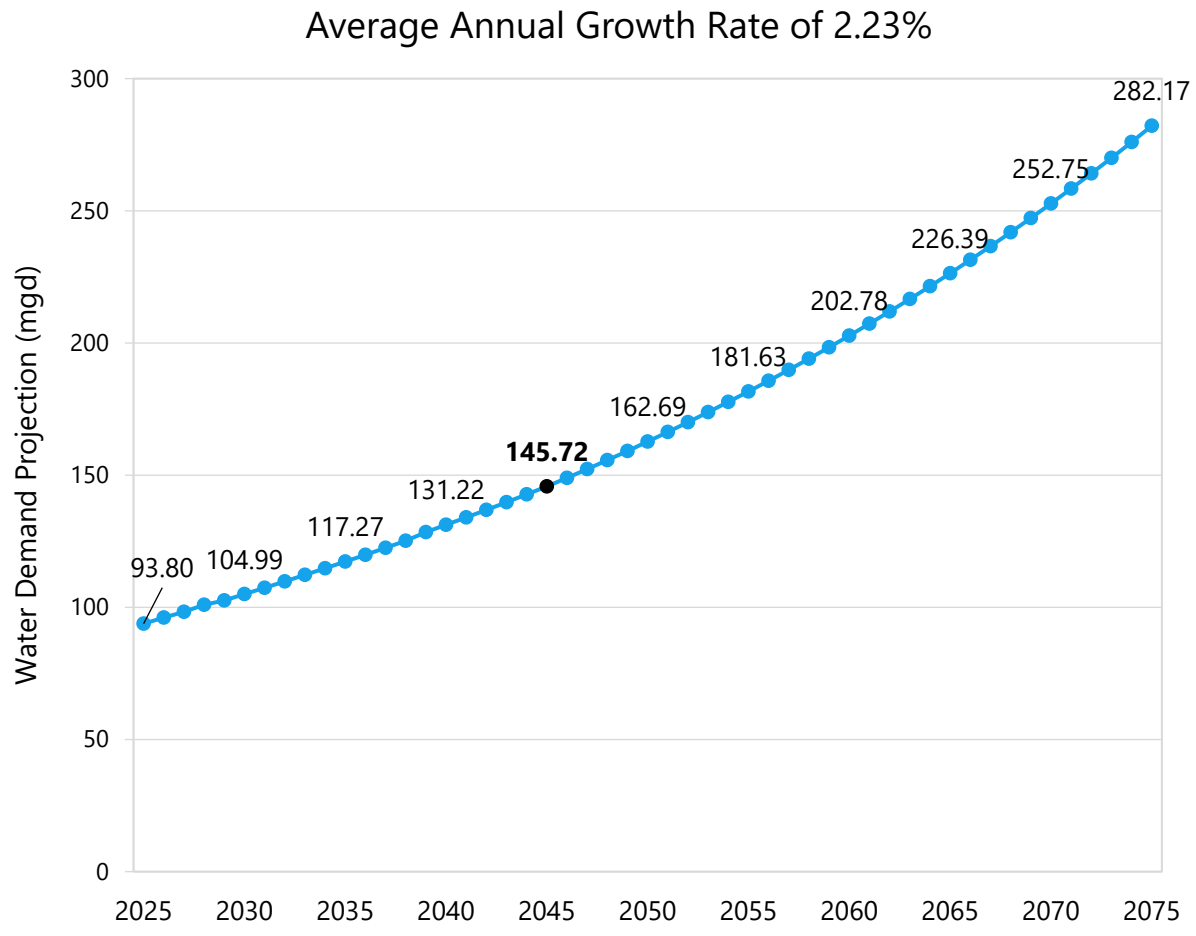

Figure 2.14 50-Year Demand Projection based on Member and Customer 2025 Projections

2.4.3 Customer 2025 Adjusted 50-Year Projections

This method adjusts the starting point (baseline) for demand projections to the total Member and Customer 2024 actual use (86.81 mgd) while employing the Member and Customer projected total average annual growth rate of 2.23 percent per year to project demands for the 50-year period. As noted in Section 2.4 above, projecting demands out 50 years is challenging, and build-out constraints could potentially affect actual demands. Nonetheless, the 50-year demands presented in the section are projected absent of build-out constraints.

The 50-year demand projections through 2075 using this method are provided in Table 2.15 and illustrated in Figure 2.15. As shown, the projected demand for this method increases from 88.74 mgd in 2025 to 137.87 mgd in 2045 (an increase of 49.13 mgd or 55.36 percent) and to 266.97 mgd by 2075 (an increase of 178.23 mgd or 200.83 percent).

Table 2.15 50-Year Demand Projection based on Member and Customer 2025 Adjusted Projections (mgd)

2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
88.74	90.72	92.74	94.81	96.92	99.08	101.28	103.54	105.84	108.20
2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
110.61	113.08	115.59	118.17	120.80	123.49	126.24	129.05	131.93	134.87
2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
137.87	140.94	144.08	147.29	150.57	153.92	157.35	160.85	164.44	168.10
2055	2056	2057	2058	2059	2060	2061	2062	2063	2064
171.84	175.67	179.58	183.58	187.67	191.85	196.12	200.49	204.96	209.52
2065	2066	2067	2068	2069	2070	2071	2072	2073	2074
214.19	218.96	223.84	228.82	233.92	239.13	244.45	249.90	255.46	261.15
2075									
266.97									

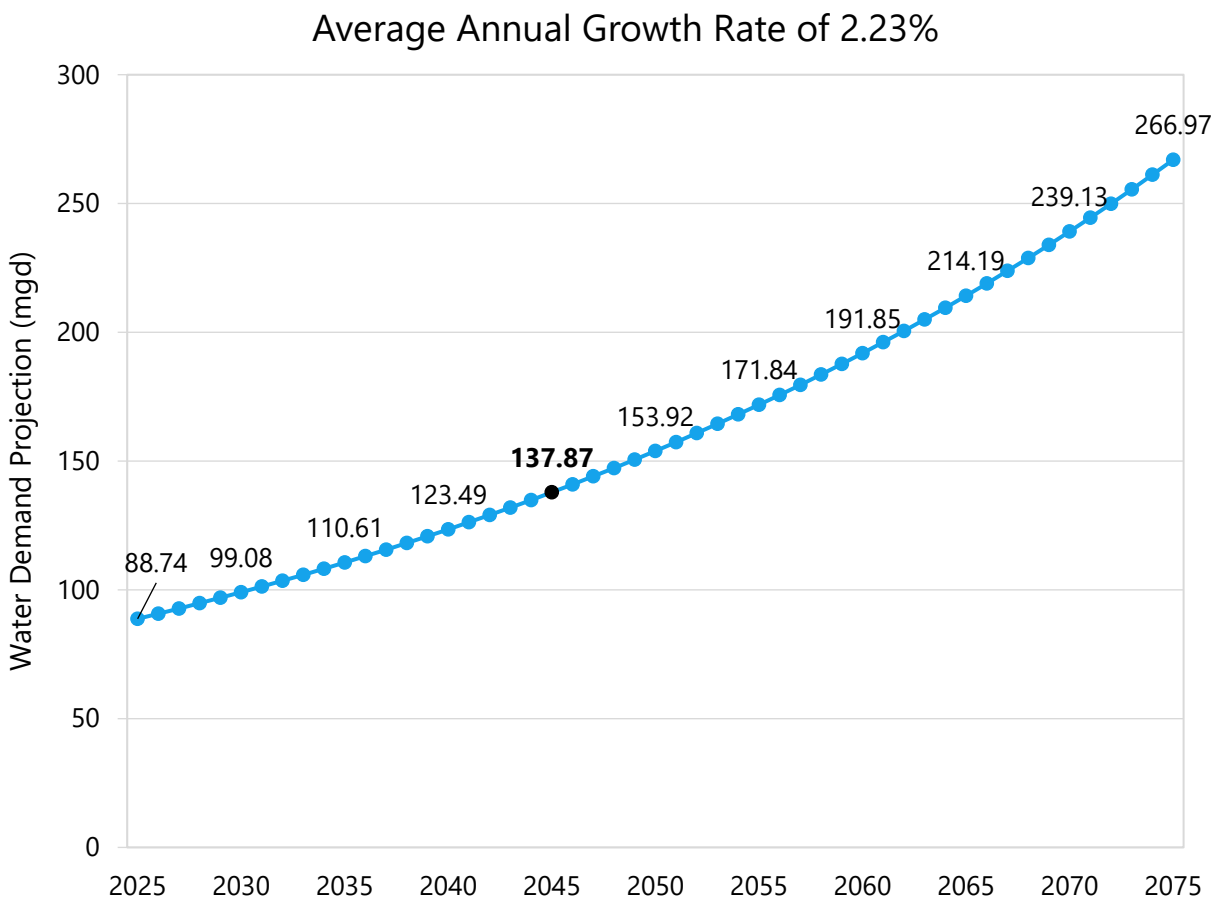

Figure 2.15 50-Year Demand Projection based on Member and Customer 2025 Adjusted Projections

2.4.4 50-Year Projection Based on Actual Historical Water Use

This method also adjusts the starting point (baseline) for demand projections to be the 2024 actual historical use of Authority Members and Customers (86.81 mgd) and then applies the 2004 through 2024 actual historical water use annual growth rate of 2.09 percent per year to project demands for the entire 50-year period.

The 50-year demand projections through 2075 using this method are provided in Table 2.16 and illustrated in Figure 2.16. As shown, projected demand for this method increases from 88.62 mgd in 2025 to 134.02 mgd in 2045 (an increase of 45.39 mgd or 51.22 percent) and to 249.22 mgd by 2075 (an increase of 160.60 mgd or 181.20 percent).

Table 2.16 50-Year Demand Projection based on Historical Water Use (mgd)

2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
88.62	90.48	92.37	94.30	96.27	98.28	100.33	102.43	104.57	106.75
2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
108.98	111.26	113.58	115.96	118.38	120.85	123.38	125.96	128.59	131.28
2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
134.02	136.82	139.68	142.60	145.57	148.62	151.72	154.89	158.13	161.43
2055	2056	2057	2058	2059	2060	2061	2062	2063	2064
164.80	168.25	171.76	175.35	179.02	182.76	186.57	190.47	194.45	198.52
2065	2066	2067	2068	2069	2070	2071	2072	2073	2074
202.66	206.90	211.22	215.63	220.14	224.74	229.43	234.23	239.12	244.12
2075									
249.22									

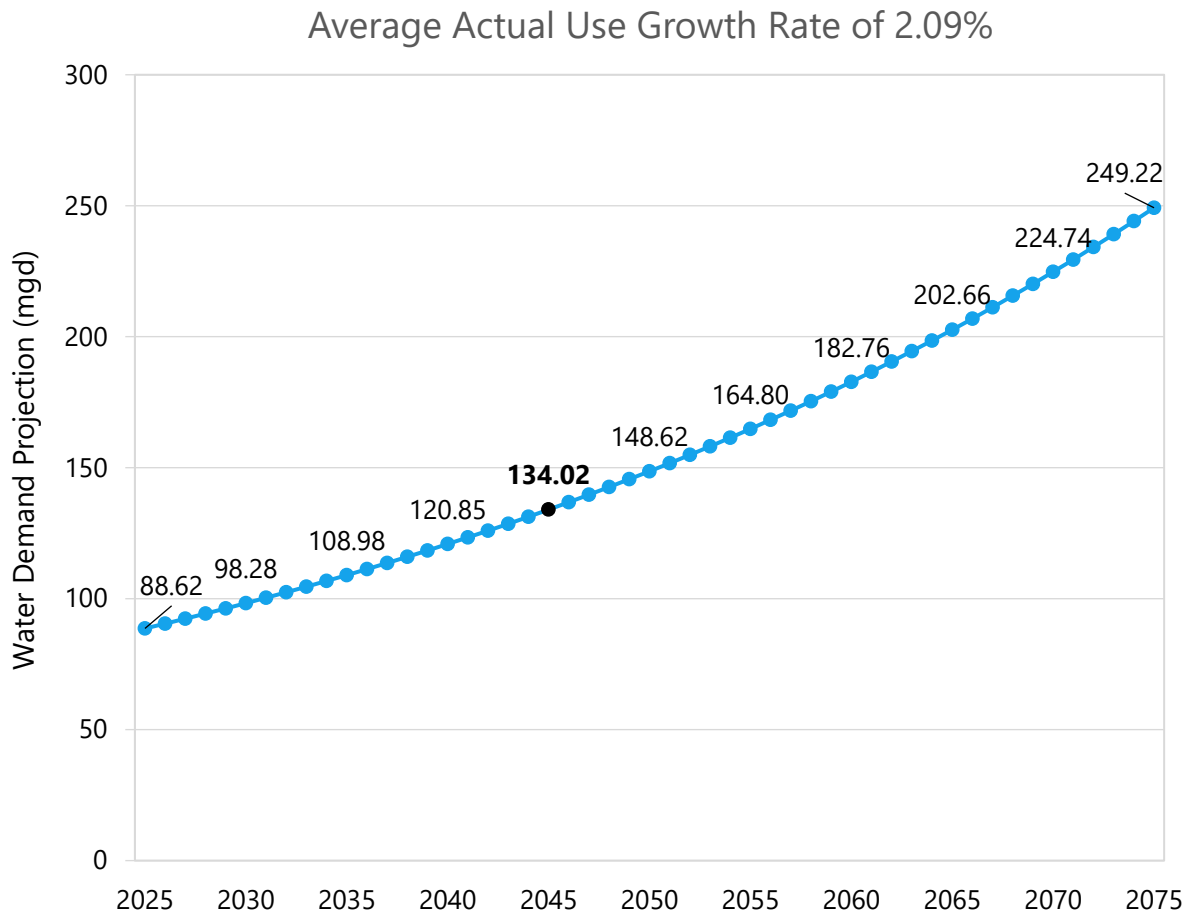

Figure 2.16 50-Year Demand Projection Based on Historical Water Use

2.4.5 Comparison of 50-Year Demand Projections

A comparison of the results of these three 50-year demand projection methods are provided in Table 2.17 and Figure 2.17. As shown in Table 2.17, the Customer 2025 Projection method results in the highest projected demands and the Actual Historical Use method results in the lowest projected demands throughout the 20-year (2025 through 2045 IRWSP) and 50-year (2025 through 2075) planning periods.

The difference in projected demands between these two methods is 11.70 mgd by 2045 and 32.96 mgd by 2075. The degree of difference in projected demands for these two methods is primarily attributable to the baseline demand condition at the start of the projection in 2025 (a difference of 5.18 mgd) and the lower growth rate employed for the historical use-based projection of 2.09 percent per year (Historical Use) versus 2.23 percent per year (Customer 2025 Projections).

The projected demands for the Actual Historical Use and the Customer 2025 Adjusted projections are in relatively close agreement with differences of only about 3.85 mgd for 2045 and 17.75 mgd for 2075. Because the same baseline was employed (2024 actual use), the marginal difference in projections between these two methods is solely attributable to the lower growth rate employed of 2.09 percent per year (Historical Use) versus 2.23 percent per year (Customer 2025 Projections).

Table 2.17 Comparison of 50-Year Projected Regional Demands

Demand Projection Method	Projected Demands (mgd)						Increase in Projected Demands vs 2025 (mgd)				
	2025	2035	2045	2055	2065	2075	2035	2045	2055	2065	2075
Customer 2025 Projections	93.80	117.27	145.72	181.63	226.39	282.17	23.47	51.92	87.83	132.59	188.37
Customer 2025 Adjusted	88.74	110.61	137.87	171.84	214.19	266.97	21.87	49.13	83.10	125.44	178.23
Actual Historical Use	88.62	108.98	134.02	164.80	202.66	249.22	20.36	45.39	76.18	114.04	160.60
Minimum	88.62	108.98	134.02	164.80	202.66	249.22	20.36	45.39	76.18	114.04	160.60
Maximum	93.80	117.27	145.72	181.63	226.39	282.17	23.47	51.92	87.83	132.59	188.37
Average	90.39	112.29	139.20	172.76	214.41	266.12	21.90	48.81	82.37	124.02	175.73

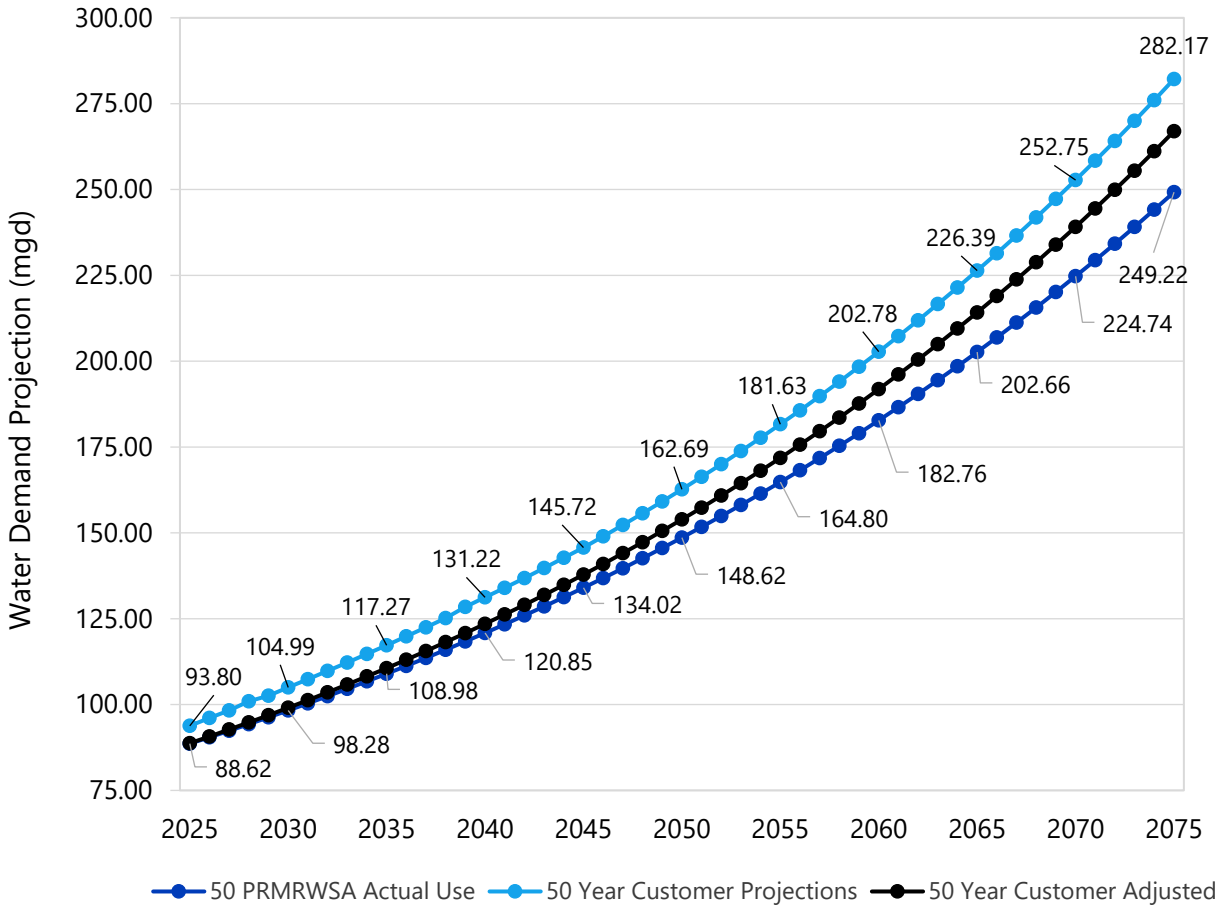

Figure 2.17 Comparison of 50-Year Demand Projections based on Member and Customer Projections and Actual Historical Use

2.5 Demand Projections of Other Public Water Suppliers in the Region

Demand projections for other public water suppliers who are not Authority Members or Customers were calculated for the 2025 IRWSP planning period (2025 through 2045) and for 50 years (2025 through 2075). Twenty-year demand projections for other public suppliers in the region were derived from SWFWMD's latest Draft 2025 RWSP projections (SWFWMD; Draft 2025 Regional Water Supply Plan: Public Water Supply Demand Projections, January 29, 2025), except for the City of Punta Gorda's demand projections, which are from their 2024 Water Supply Plan.

Fifty-year projections for each of the other public suppliers were extrapolated from their own SWFWMD 2045 demand projections using their respective annualized growth rates to project demands for 2046 to 2075. These individual demands were totaled to identify the aggregate total demand projections for each utility. Public supplier projections may differ substantially from those developed by the SWFWMD. Projecting demands out 50 years is particularly challenging, and build-out constraints could potentially affect actual demands. Nonetheless, the 50-year demands presented in the section are projected absent of build-out constraints.

The 20-year and 50-year demand projections for each utility is provided in Table 2.18 and Table 2.19 and illustrated in Figure 2.18 and Figure 2.19, respectively. As shown, the total other public supplier demands are projected to increase from 28.78 mgd in 2025 to 31.37 mgd in 2045 (an increase of 2.58 mgd) and to 36.29 by 2075 (an increase of 7.51 mgd). By comparison, the Authority's Customer 2025 Adjusted projection methodology projects that water demand for the Authority's Members and Customers will increase by 49.13 mgd by 2045 and 178.23 mgd by 2075, reflecting more than an order of magnitude greater increase in demands for the Authority's Members and Customers.

Table 2.18 20-Year Demand Projections for Non-Authority Public Suppliers (SWFWMD, 2025)

Projected 20-Year Demands: Non-Authority Customer Public Suppliers						Projected Increase in Demands		
Utility	2025	2030	2035	2040	2045	20 Years (mgd)	20 Years (%)	Annualized (%)
Charlotte County								
City of Punta Gorda(1)	6.510	6.830	7.010	7.190	7.300	0.790	12.14%	0.61%
DeSoto County								
City of Arcadia	1.014	1.015	1.015	1.016	1.016	0.002	0.18%	0.01%
Manatee County								
City of Bradenton	6.810	7.010	7.106	7.163	7.209	0.399	5.86%	0.29%
Town of Longboat Key	1.708	1.728	1.747	1.768	1.791	0.082	4.82%	0.24%
City of Palmetto	1.549	1.716	1.811	1.918	1.987	0.438	28.29%	1.41%
Sarasota County								
City of Sarasota	5.783	5.854	5.878	5.889	5.899	0.116	2.01%	0.10%
City of Venice	2.459	2.545	2.612	2.672	2.709	0.250	10.16%	0.51%
Englewood Water District	2.948	3.098	3.241	3.348	3.454	0.505	17.15%	0.86%
Total	**28.782**	**29.796**	**30.421**	**30.964**	**31.365**	**2.583**	**8.97%**	**0.45%**

Notes:
(1) City of Punta Gorda's demand projections were derived from their 2024 Water Supply Plan.

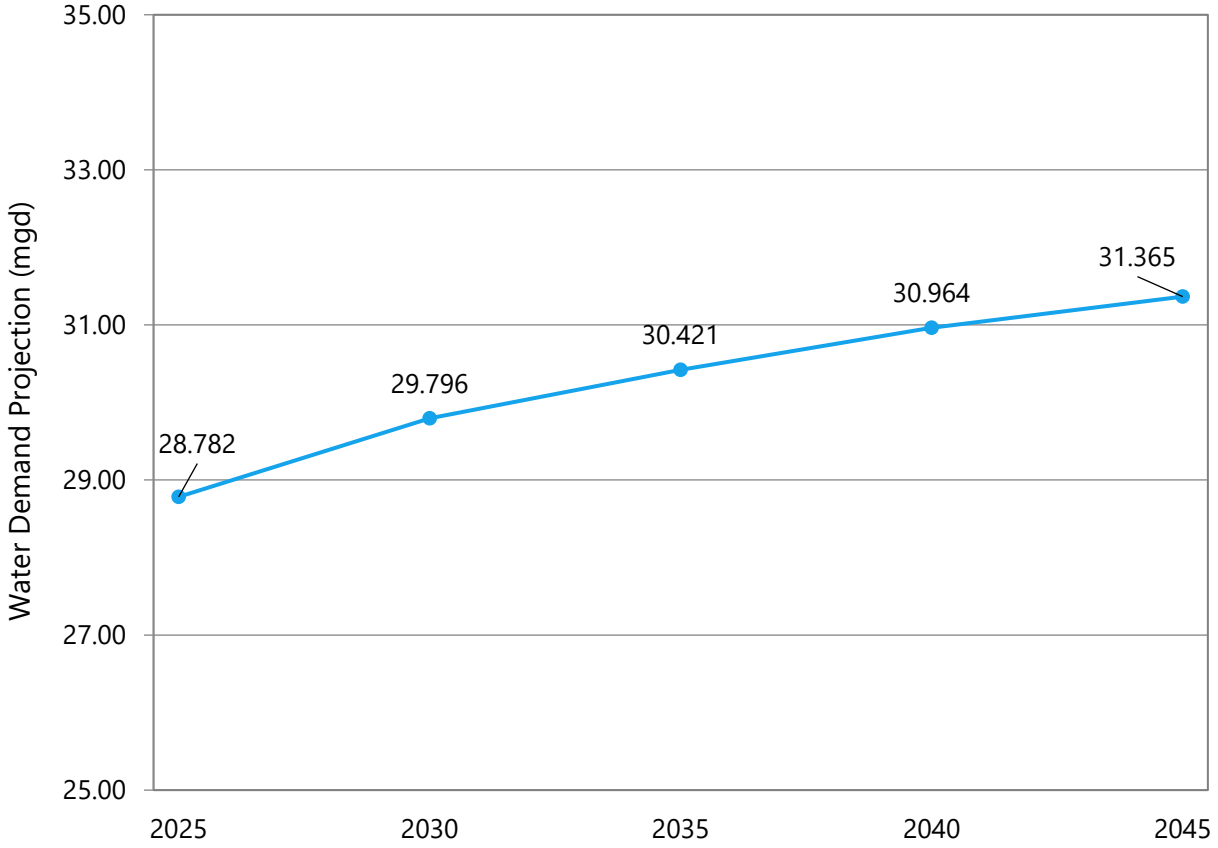

Figure 2.18 20-Year Demand Projections Non-Authority Public Suppliers

Table 2.19 50-Year Demand Projections for Non-Authority Public Suppliers

Projected 50-Year Demands: Non-Authority Customer Public Suppliers							Projected Increase in Demands (mgd)
Utility	2025	2035	2045	2055	2065	2075	50 Year
Charlotte County							
City of Punta Gorda	6.510	7.010	7.300	7.755	8.239	8.753	2.243
DeSoto County							
City of Arcadia	1.014	1.015	1.016	1.017	1.018	1.019	0.004
Manatee County							
City of Bradenton	6.810	7.106	7.209	7.423	7.643	7.870	1.060
Town of Longboat Key	1.708	1.747	1.791	1.834	1.879	1.925	0.217
City of Palmetto	1.549	1.811	1.987	2.287	2.631	3.028	1.479
Sarasota County							
City of Sarasota	5.783	5.878	5.899	5.959	6.019	6.079	0.296
City of Venice	2.459	2.612	2.709	2.850	2.998	3.154	0.695
Englewood Water District	2.948	3.241	3.454	3.762	4.097	4.462	1.514
Total	**28.782**	**30.421**	**31.365**	**32.886**	**34.524**	**36.290**	**7.508**

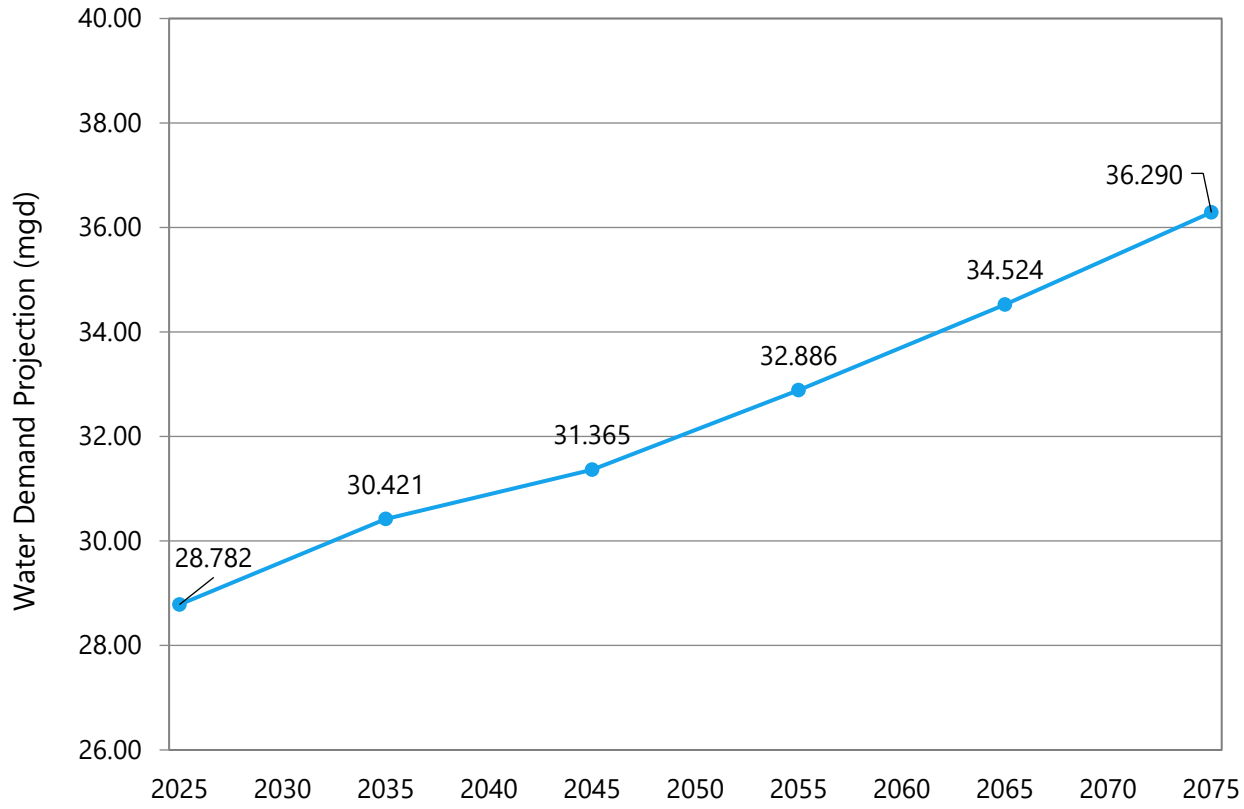

Figure 2.19 50-Year Demand Projections for Non-Authority Public Suppliers

SECTION 3 BEBR POPULATION PROJECTIONS AND DEMAND PROJECTION METHODOLOGY

This section includes compilation, description, and presentation of the latest available permanent countywide population projections from the University of Florida's Bureau of Economic and Business Research (BEBR) for the Authority's Member and Customers individually and for the region. It should be noted that BEBR's population estimates regard only permanent Florida residents and do not include seasonal resident or tourist populations which can be a significant component of the total population in southwest Florida. The following publications were utilized as references for this section of the report:

- Revised Annual Population Estimates for Florida and Its Counties, 2010 through 2020, with Components of Growth (November 2021).
- Florida Estimates of Population 2021 (April 1, 2021).
- Florida Estimates of Population 2022 (April 1, 2022).
- Florida Estimates of Population 2023 (April 1, 2023).
- Florida Estimates of Population 2024 (April 1, 2024).
- Projections of Florida Population by County, 2025 through 2050, with Estimates for 2023 (January 2024)

3.1 BEBR Historical Population Estimates from 1999 through 2024

Historic BEBR estimates of permanent countywide population were reviewed for the four counties and the City of North Port for 1999 through 2024. Note, BEBR-estimated citywide populations for the City of North Port have been accounted for separately and were removed from the Sarasota County population. BEBR has revised the originally published county values for 2010 through 2020. Therefore, BEBR's county population values provided herein for 2010 through 2020 reflect BEBR's revised values.

BEBR's annual estimates of permanent population provide estimated City and unincorporated county area populations. However, populations are not broken down by water utility service areas, nor do they identify the number of persons who are self-supplied with domestic wells. Historical estimated permanent populations are provided to allow for a general comparison between actual water use trends and general trends in population for the region. BEBR's estimated populations for the four counties and the City of North Port were summed to identify an estimated permanent regional population in the entire four-county area. SWFWMD's population projection methodology does break down populations by water utility service areas and includes a method for accounting for seasonal and tourist populations. Therefore, SWFWMD's population estimates are also a valuable source of data and the SWFWMD's information is addressed in Section 4.

BEBR estimates of permanent population for 1999 to 2024 are provided in Table 3.1 and Figure 3.1 As shown in Table 3.1, the annualized growth rates in BEBR-estimated permanent countywide population for the combined four-county region for the last 5 years (2024 through 2019), 10 years (2024 through 2014), 20 years (2024 through 2004), and 25 years (2024 through 1999) have been 2.95 percent per year, 2.75 percent per year, 2.04 percent per year, and 2.34 percent per year, respectively. It is important to note that the 2.04 percent growth rate for 2024 through 2004 was influenced by the Great Recession. By comparison, the 2020 IRWSP shows a 5-year (2018 through 2013), 10-year (2018 through 2008), 20-year (2018 through 2008), and 25-year (2018 through 1993) growth rates of 2.0 percent per year, 1.3 percent per year, 1.9 percent per year, and 2.1 percent per year. This comparison shows that BEBR has projected increased growth rates in recent years.

The "Customer 2025" average annualized water use growth rate is 2.23 percent, and the Actual Historical Use growth rate is 2.09 percent per year. Both are well within the BEBR regional population growths from 1999 to 2024.

Table 3.1 BEBR Historical Population Estimates from 1999 through 2024

Year	BEBR-Estimated Population					
	Charlotte County	Manatee County	DeSoto County	Sarasota County	City of North Port	Total Region
1999	138,128	257,391	31,169	299,589	18,749	**745,026**
2000	141,627	264,002	32,209	303,164	22,797	**763,799**
2001	144,866	270,887	32,592	306,990	25,234	**780,569**
2002	148,304	278,001	32,697	311,555	27,448	**798,005**
2003	151,269	285,606	33,449	314,953	31,352	**816,629**
2004	154,709	294,056	33,870	319,567	35,721	**837,923**
2005	153,274	303,729	33,364	323,650	41,000	**855,017**
2006	156,491	312,396	33,666	322,265	47,770	**872,588**
2007	160,083	317,899	34,170	320,196	53,732	**886,080**
2008	160,412	319,970	34,459	320,074	56,316	**891,231**
2009	159,860	321,035	34,709	321,601	55,759	**892,964**
2010	159,978	322,833	34,862	322,091	57,357	**897,121**
2011	160,533	326,995	34,505	323,576	57,893	**903,502**
2012	163,119	332,146	34,057	325,359	58,674	**913,355**
2013	164,112	337,111	33,809	327,125	59,231	**921,388**
2014	165,551	343,523	33,640	328,888	60,295	**925,578**
2015	168,246	352,731	33,609	332,022	62,235	**943,342**
2016	171,578	361,470	33,643	336,484	64,472	**962,720**
2017	174,163	371,562	33,768	340,681	67,196	**984,383**
2018	178,251	380,375	33,417	345,453	70,631	**1,008,775**
2019	181,708	389,617	33,604	350,281	73,652	**1,028,862**
2020	186,847	399,710	33,976	356,445	77,561	**1,054,539**
2021	190,570	411,209	34,031	363,379	78,129	**1,077,318**

Year	BEBR-Estimated Population					
	Charlotte County	Manatee County	DeSoto County	Sarasota County	City of North Port	Total Region
2022	196,742	421,768	34,748	370,555	81,823	**1,105,636**
2023	204,126	439,566	34,974	377,671	86,552	**1,142,889**
2024	210,645	455,356	35,487	386,628	92,399	**1,180,515**
Time Interval	County-Wide Population Growth for Time Interval					
Last 5 Years (2024-2019)	28,937	65,739	1,883	36,347	18,747	**151,653**
Last 10 Years (2024-2014)	45,094	111,833	1,847	57,740	32,104	**254,937**
Last 20 Years (2024-2004)	55,936	161,300	1,617	67,061	56,678	**342,592**
Last 25 Years (2024-1999)	72,517	197,965	4,318	87,039	73,650	**435,489**
Time Interval	Annualized County-Wide Growth Rate for Time Interval (%)					
Last 5 Years (2024-2019)	3.19%	3.37%	1.12%	2.08%	5.09%	**2.95%**
Last 10 Years (2024-2014)	2.72%	3.26%	0.55%	1.76%	5.32%	**2.75%**
Last 20 Years (2024-2004)	1.81%	2.74%	0.24%	1.05%	7.93%	**2.04%**
Last 25 Years (2024-1999)	2.10%	3.08%	0.55%	1.16%	15.71%	**2.34%**

3.2 BEBR Population Projections for 2025 through 2045

The latest available BEBR permanent population estimates for counties and cities are compiled as of April 1, 2024. This April 2024 data is currently available in document and spreadsheet format. The latest available publication is entitled Florida Estimates of Population 2024. Projections are not provided by BEBR at the municipal level. SWFWMD's population projection methodology does include a method for accounting for service area as well as seasonal and tourist populations, which is the reason why the population projections developed by the two agencies are not identical.

In April 2024, BEBR published its latest population projections for Florida counties for 2025 through 2050. To account for uncertainty, BEBR publishes three series of projections: High, Medium, and Low. BEBR indicates that the Medium series is the most likely to provide accurate forecasts of future population change in most circumstances, but that the Low and High series provide an "indication of uncertainty" surrounding the Medium projections. BEBR emphasizes that the actual future population of any given county could be below the Low projection or above the High projection. Therefore, it is generally recommended that other data sources be considered when using population projections for water supply planning purposes.

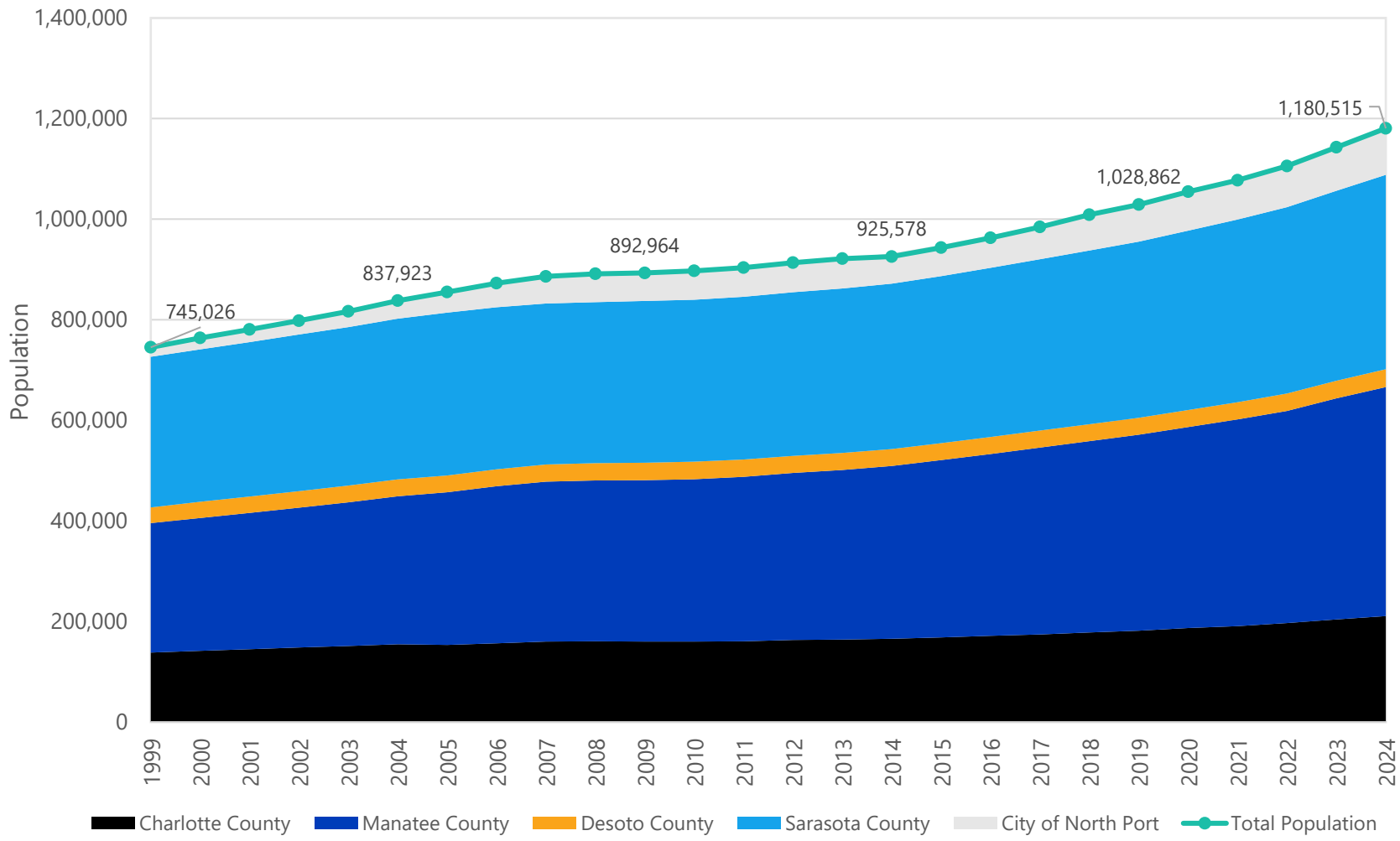

Figure 3.1 BEBR Estimated Historical Population (1999 through 2024)

3.2.1 County Population Projections

Because county growth patterns are so volatile, BEBR uses a different approach when projecting county versus state populations. BEBR projects county populations by using several different techniques and historical base periods. For counties, BEBR starts with the population estimates produced in April. BEBR then develops projections for each county using five different techniques in 5-year increments. The techniques are:

1. **Linear**: the population will change by the same number of people in each future year as the average annual change during the base period.
2. **Exponential**: the population will change at the same percentage rate in each future year as the average annual rate during the base period.
3. **Share-of-growth**: each county's share of state population growth in the future will be the same as its share during the base period.
4. **Shift-share**: each county's share of the state population will change by the same annual amount in the future as the average annual change during the base period.
5. **Constant-share**: each county's share of the state population will remain constant at its current level.

BEBR then uses base periods of differing lengths and multiple sets of projections and averages the values for these techniques. Results are also compared with historical population trends and with the level of population growth projected for the state as a whole. BEBR reportedly makes adjustments in DeSoto County to account for changes in institutional populations such as prison inmates (i.e., DCI). Such adjustments were made by BEBR only in counties in which institutional populations account for a large proportion of total population or where changes in the institutional population have been substantially different than changes in the rest of the population.

3.2.2 Range of Population Projections (Low to High)

The techniques described above were used to produce the Medium series of county population projections for the period of 2025 to 2045, which are believed by BEBR to generally be their most accurate forecasts of future population change. High and Low projections were also produced to account for uncertainty and were based on analyses of past population forecast errors for counties in Florida, broken down by population size and growth rate. BEBR believes that the Low and High projections provide a reasonable range of errors for most counties and that 75 percent of future county populations across the state will fall within these ranges, assuming future forecast errors are similar to those of the past.

BEBR's 2025 population projections for the regional four-county area are provided in Table 3.2. The population values shown represent total permanent county resident populations as of April 1 of each projection year. Again, these do not account for seasonal or tourist populations, nor do they represent only the served population component that are provided water service by the Authority and its Members and Customers. BEBR does not provide population projections at the municipal level or for municipal wholesale customers. Therefore, values are not provided for the City of North Port, or for the wholesale customers of Manatee County (i.e., Town of Longboat Key, City of Palmetto, and City of Bradenton).

Table 3.2 also provides BEBR's projected change in population for the 2025 to 2045 time-period. BEBR's annualized countywide growth rates for this period were identified to allow for a general comparison with the growth rates used for other projections contained within this document. As shown, the regional annualized percent growth rates for BEBR's Medium and High projections for the 2025 to 2045 period are 1.18 percent per year and 2.07 percent per year, respectively. These values are less than the Actual Water Use growth rate for 2004 through 2024 period of 2.09 percent and also less than the 2.23 percent per year annualized growth rate associated with Customer 2025 and Customer 2025 Adjusted projection methodologies.

It should be noted that Table 21 within the 2020 IRWSP presented the BEBR 2018 population projections for the 2020 to 2040 period for the PRMRWSA's four-county area. The current BEBR April 1, 2023, population estimate for Charlotte, Manatee and Sarasota shown in Table 3.2 is more consistent with the BEBR medium-high 2018 projections for the 2020 to 2025 period. For example, Charlotte County's BEBR 2018 high population projection for 2020 and 2025 was 189,700 people and 206,200 people respectively. The April 1, 2023, BEBR population estimate in Table 3.2 for Charlotte County is 204,126 people (BEBR Volume 56, Bulletin 195. Florida Population Studies April 2023). This would place the current April 1, 2023, population estimate for Charlotte County within the predicted 2018 BEBR high population range for 2020 to 2025. Therefore, BEBR's current population estimate is more comparable with the medium to high BEBR population projections presented in the 2020 IRWSP. This comparison also extends to Manatee County, Sarasota County, and the four-county region. The BEBR April 1, 2023, population estimates are more consistent with the 2018 BEBR medium-high projection for 2020 through 2025 period. This demonstrates that recent population growth from 2020 to 2022 has been comparable with BEBR's Medium to High projections in recent years.

Table 3.2 BEBR Population Projections 2025 through 2045 and Population Change

April 1, 2023 Population Estimate	BEBR Population Projections[1]						Change in Population 2025-2045	Annualized Growth Rate (2025-2045)
	Forecast Type	2025	2030	2035	2040	2045		
Charlotte County								
204,126	Low	198,700	204,200	207,000	207,900	208,000	9,300	0.23%
	Medium	211,300	226,900	240,000	251,300	261,600	50,300	1.19%
	High	224,000	249,600	273,000	294,600	315,300	91,300	2.04%
Desoto County								
34,974	Low	33,400	32,500	31,600	30,700	29,700	-3,700	-0.55%
	Medium	35,200	35,500	35,800	36,000	36,100	900	0.13%
	High	36,900	38,500	40,000	41,300	42,400	5,500	0.75%
Manatee County								
439,566	Low	427,300	445,200	455,000	455,900	453,000	25,700	0.30%
	Medium	459,500	503,100	540,100	568,100	592,200	132,700	1.44%
	High	491,600	561,000	625,100	680,300	731,300	239,700	2.44%

April 1, 2023 Population Estimate	BEBR Population Projections(1)						Change in Population 2025-2045	Annualized Growth Rate (2025-2045)
	Forecast Type	2025	2030	2035	2040	2045		
Sarasota County								
464,223	Low	450,200	459,100	462,400	462,000	457,700	7,500	0.08%
	Medium	479,000	510,100	536,100	558,300	575,700	96,700	1.01%
	High	507,700	561,100	609,900	654,600	693,700	186,000	1.83%
Charlotte, Desoto, Manatee, and Sarasota Counties								
1,142,889	Low	1,109,600	1,141,000	1,156,000	1,156,500	1,148,400	38,800	0.17%
	Medium	1,185,000	1,275,600	1,352,000	1,413,700	1,465,600	280,600	1.18%
	High	1,260,200	1,410,200	1,548,000	1,670,800	1,782,700	522,500	2.07%

Notes:
(1) Countywide populations including municipalities.

Review of BEBR projections presented in Table 3.2 above show the Low projections as negative growth rate or less than 1.0 percent growth rate in each county, and as such is not considered realistic when developing the Most Probable Demands discussed in Section 5.

BEBR made projections for each county in 5-year increments. Table 3.3 shows the Medium and High growth rates for 2025 through 2045 in 5-year blocks for Charlotte, DeSoto, Manatee, and Sarasota Counties. The 5-year incremental growth rates are used for the BEBR-based demand projections described in the next section (rather than the 20-year annualized growth rates listed in Table 3.2).

Table 3.3 BEBR Population and 5-Year Block Average Annual Growth Rates

Charlotte, DeSoto, Manatee and Sarasota Counties						
BEBR Type	Variable	2025	2030	2035	2040	2045
BEBR Medium	Population	1,185,000	1,275,600	1,352,000	1,413,700	1,465,600
	Annual Growth Rate(1)	1.84%	1.53%	1.20%	0.91%	0.73%
BEBR High	Population	1,260,200	1,410,200	1,548,000	1,670,800	1,782,700
	Annual Growth Rate(1)	5.13%	2.38%	1.95%	1.59%	1.34%

Notes:
(1) 2025 annual growth rate is based on BEBR April 1, 2023 population estimate and 2025 population projection (Table 3.2).

3.3 BEBR Based Demand Projections for 2025 to 2045

The most recent BEBR population projections were used to calculate BEBR-Medium and BEBR-High water demand projections using the 5-year incremental growth rates shown in Table 3.3 with the 2024 actual use (86.81 mgd) as the baseline for the projections. In addition, a projection was developed using the actual BEBR population growth rate from the past 20 years (2004 through 2024) of 2.04 percent per year, again using the 2024 actual use of 86.81 mgd as the baseline. It should be noted that using this methodology predicts a greater 2045 demand than using the current BEBR-High annualized population growth rates.

3.3.1 Demand Projection Based on BEBR Historical Population

This demand projection methodology applies the BEBR annualized historical growth rate (from 2004 to 2024) of 2.04 percent (Table 3.1) using the 2024 actual use of 86.81 mgd as the baseline starting point for the projections. This methodology projects 2025 and 2045 demands of 88.58 mgd and 132.78 mgd, respectively. The demand projections based on BEBR growth rates are presented in Table 3.4.

3.3.2 BEBR High Demand Projection

This demand projection methodology applies the BEBR High annualized population growth rates for the 5-year blocks shown in Table 3.3 to the 2024 starting baseline demand of 86.81 mgd. This methodology projects 2025 and 2045 demands of 91.27 mgd and 130.76 mgd, respectively. The demand projections based on the BEBR High growth rates are summarized in Table 3.4.

3.3.3 BEBR Medium Demand Projection

This demand projection methodology applies the BEBR Medium annualized population growth rates for the 5-year blocks shown in Table 3.3 to the 2024 starting baseline demand of 86.81 mgd. This methodology projects 2025 and 2045 demands of 88.41 mgd and 109.88 mgd, respectively. The demand projections based the BEBR Medium growth rates are summarized in Table 3.4.

Table 3.4 BEBR Population Based Demand Projections

Projection	Population Annual Average Growth Rate (Percent)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
BEBR High Demand Projection (2023-2045)	2.07%	91.27	102.66	113.06	122.34	130.76
BEBR Medium Demand Projection (2023-2045)	1.18%	88.41	95.38	101.23	105.93	109.88
BEBR Historical Based Projection (2004-2024)	2.04%	88.58	98.02	108.45	120.00	132.78

SECTION 4 SWFWMD POPULATION AND DEMAND PROJECTIONS

This section presents SWFWMD's January 29, 2025, Draft 2025 RWSP population and demand projections.

4.1 SWFWMD Population and Demand Calculation Methodology

As noted in Section 3, BEBR's population projections regard countywide permanent populations. The SWFWMD population projections are based on BEBR population projections. However, the SWFWMD population projections are developed with respect to utility service areas and include adjustments to permanent population such as seasonal and tourist populations.

SWFWMD uses a variety of data and information sources to project public supply demands, including but not limited to the SWFWMD's estimated water use (EWU) reports; public supply annual reports (PSARs) submitted by water use permit (WUP) permittees; the University of Florida's BEBR publications; SWFWMD's geographic information system (GIS) model; and other data gathered from stakeholders, which enables SWFWMD to project population at the utility service area level. The SWFWMD Draft 2025 RWSP Population and Demand Projections (January 29, 2025) Excel table provides a description of the SWFWMD methodology employed in projecting public supply demand projections.

SWFWMD uses these sources to derive its best estimate of projected population to be served within a particular service area. SWFWMD then multiplies population times the average 5-year "unadjusted gross per capita use" rate obtained from the PSARs submitted to SWFWMD in compliance with WUP requirements. The unadjusted gross per capita use rate used by SWFWMD to derive their projected demands is calculated based upon gross water use and functional population.

Gross water use (GWU) is the volume of treated water delivered into a public water supply distribution system and is calculated as:

GWU = Withdrawals + Imported Water – Exported Water – Treatment Loss

These terms are described below:

- **Withdrawals**: the annual average daily quantities of ground or surface water withdrawn per day as indicated by meters which measures the quantity of raw water withdrawn.
- **Imported Water**: the annual average daily water quantity imported or purchased from other supplier(s).
- **Exported Water**: the annual average daily water quantity transferred in bulk from one utility to another for the water transferee's use.
- **Treatment Loss**: the annual average daily quantity that is lost during the process of treatment to render withdrawn water fit for human consumption (e.g., desalination concentrate, membrane cleaning, and sand filter backwash), and is calculated as the raw water into the treatment plant minus treated water produced from the plant. Up to 1 percent of treated water volume delivered to the distribution system for flushing distribution lines is also allowed by SWFWMD to be considered as treatment loss.

"Functional Population" is the permanent population served within a utility's service area adjusted for seasonal residents, tourists, group quarters, and net commuter population as determined in accordance with the SWFWMD WUP Information Manual.

"Unadjusted Gross Per Capita Use" (UGPCU) is the rate of water use per person in relation to the water entering a Public Water Supply distribution system and is calculated as:

UGPCU = Gross Water Use/Functional Population

Because the volume of water lost to treatment is not included, UGPCU is not a measure of water use per person in relation to the water that must be withdrawn from a water supply source. The latter is sometimes referred to as "Raw Water Per Capita Use" (RWPCU). RWPCU is the water use per person in relation to the water withdrawn from the ground and/or surface water supply source, and is calculated as:

RWPCU = Water Withdrawals/Functional Population

Determination of a RWPCU value is a pertinent issue when determining how much water needs to be withdrawn and processed through a water treatment plant to produce the quantity of finished water supply needed by the utility. Therefore, the RWPCU value is used to determine the quantity of water that needs to be authorized for withdrawal by a WUP to meet projected finished water demands.

The SWFWMD RWSPs utilize an UGPCU value to project demands. Therefore, the projected demands provided in the RWSP 2020 and updated demand tables below represent the quantity of finished water that SWFWMD predicts would need to be produced by water treatment plants and distributed to a public water system to meet the needs of the public. All demand projections presented within this TM represents the same circumstance. To determine the quantity of water that would have to be withdrawn at the source (and thus authorized for withdrawal by a WUP), the projected demands presented in this document would need to be adjusted to account for treatment losses.

4.2 SWFWMD Draft 2025 Population and Demand Projections

On January 29, 2025, SWFWMD provided an Excel table titled "Draft Water Supply Assessment Public Supply Population and Demand Projections". The Draft Water Supply Assessment is prepared for inclusion within the SWFWMD 2025 RWSP. The populations, per capita use rates, and resulting demand projections are presented in Table 4.1. This table also provides a synopsis of Draft 2025 RWSP projected changes in demand over the 20-year planning period (2025 through 2045) and associated annualized growth rates.

As illustrated in Table 4.1 and Figure 4.1, the Draft 2025 RWSP projects a regional increase in demands over the 2025 to 2045 planning period from 78.815 mgd to 95.757 mgd, which is a projected increase of 16.942 mgd (and annualized rate of 1.07 percent per year) over the 20-year planning period.

It should be noted that SWFWMD's 2045 projected total demands for Sarasota County are lower than Sarasota County's 2023 PSAR reported gross water use when considering they are projected to occur 22 years in the future. SWFWMD's projected 2045 demand for Sarasota County of 23.79 mgd is 0.540 mgd less than Sarasota County's reported 2023 gross water use of 24.33 mgd. The 2023 gross water use is based on Sarasota County's 2023 PSAR data that has not been reviewed by SWFWMD as of the date of this memorandum. However, SWFWMD's RWSP demand projections for Sarasota County have consistently underpredicted the County's demands. The 2020 IWRSP noted that SWFWMD's Draft 2020 projected demands and annualized growth rate for Sarasota County were much lower than the County's own demand projections. Similar to SWFWMD Draft 2025 demand projections, the SWFWMD's Draft 2020 RWSP projections indicated a projected 2040 demand of 18.772 mgd, yet the County's 2018 actual use was 19.70 mgd. According to the County, the significant difference in projections appears to be because the County has been expanding its service area east of its currently adopted service area map but has not yet formally updated it. Therefore, the current service area map (which is used by the SWFWMD to project demands) does not accurately represent all anticipated future development areas to be served over the next 20 years.

The SWFWMD's Draft 2025 RWSP 2025 projected demands for Manatee County are much lower than Manatee County's 2023 PSAR reported gross water use. The Draft 2025 RWSP projects a 2025 demand of 39.46 mgd, however it is 2.47 mgd less than Manatee County's reported 2023 gross water use of 41.93 mgd. The 2023 gross water use is based upon 2023 PSAR data that has not been reviewed by SWFWMD as of the date of this TM. The Manatee County 2023 gross water use is the combination of gross water use reported in the 2023 Manatee County Utility Operations WUP 20013343.003 PSAR, and the Town of Longboat Key WUP 20010963.004 PSAR. The total Manatee County 2023 gross water use of 41.93 mgd does not appear to include the City of Palmetto water use since the 2023 PSAR for the City was not located in the SWFWMD water management information system (WMIS) as of the date of this memorandum. Manatee County 2023 gross water use of 41.93 mgd also does not include the City of Bradenton's water use since they have their own water supply.

Table 4.1 shows a SWFWMD total regional annualized growth rate of 1.07 percent for the 2025 through 2045 planning period. This growth rate is significantly less than the 2.09 percent actual average use growth rate for the past 20 years for the region (Table 2.13). The projected 2025 regional demand of 78.815 mgd is less than 2024 regional actual use of 86.81 mgd (Table 2.13). It is clear that the SWFWMD's Draft 2025 demand projections routinely underpredict demand throughout the Authority's four-county service area.

The SWFWMD Draft 2025 RWSP population and demand projections do not account for Manatee County Utilities' contractual obligation to provide up to 0.50 mgd to the City of Bradenton, nor do they yet consider DeSoto County's potential to discontinue serving DCI with groundwater and replace it with water from the regional system (recent average annual use of 0.360 mgd). To account for these differences, the demands shown in the last row of Table 4.1 includes an additional 0.860 mgd to account for these additional City of Bradenton and DCI related demands.

Table 4.1 SWFWMD Population and Demand Projections – Draft 2025 RWSP (January 29, 2025)

WUP	Water User	Projected Population					Average Unadjusted Gross Per Capita (2016-2020)	Projected Water Demands (mgd)					Projected Changes 2025-2045			
		2025	2030	2035	2040	2045		2025	2030	2035	2040	2045	Change 2025-2045 (mgd)	Change 2025-2045 (%)	Annualized Change 2025-2045 (mgd)	Annualized Change 2025-2045 (%)
3522	Charlotte County Utilities / Burnt Store	8,185	9,380	9,834	10,257	10,666	61.94	0.507	0.581	0.609	0.635	0.661	0.154	30.32%	0.008	1.52%
7104	Charlotte County Utilities	150,366	160,278	168,406	175,688	182,323	76.22	11.461	12.217	12.836	13.391	13.897	2.436	21.25%	0.122	1.06%
99913	El Jobean Water Association	1,246	1,266	1,283	1,299	1,314	107.01	0.133	0.135	0.137	0.139	0.141	0.007	5.47%	0.000	0.27%
99916	Riverwood Development	2,514	2,610	2,694	2,772	2,848	107.01	0.269	0.279	0.288	0.297	0.305	0.036	13.28%	0.002	0.66%
Total Charlotte County Utilities:		**162,311**	**173,534**	**182,216**	**190,017**	**197,152**		**12.371**	**13.213**	**13.871**	**14.462**	**15.003**	**2.633**	**21.28%**	**0.132**	**1.06%**
20457	**DeSoto County Utilities(1)**	**6,550**	**6,624**	**6,693**	**6,760**	**6,789**	**101.89**	**0.667**	**0.675**	**0.682**	**0.689**	**0.692**	**0.024**	**3.64%**	**0.001**	**0.18%**
13343	Manatee County Utility Operations	398,752	434,856	465,697	492,749	516,899	90.80	36.207	39.485	42.285	44.742	46.934	10.728	29.63%	0.536	1.48%
6392	City of Bradenton(2)	79,705	82,054	83,172	83,837	84,375	85.44	6.810	7.010	7.106	7.163	7.209	0.399	5.86%	0.020	0.29%
10963	Town of Longboat Key	18,103	18,310	18,518	18,740	18,976	94.36	1.708	1.728	1.747	1.768	1.791	0.082	4.82%	0.004	0.24%
12443	City Of Palmetto	19,651	21,770	22,978	24,338	25,210	78.82	1.549	1.716	1.811	1.918	1.987	0.438	28.29%	0.022	1.41%
Total Served by Manatee Co. Utilities(2)		**436,507**	**474,936**	**507,192**	**535,827**	**561,086**		**39.464**	**42.929**	**45.844**	**48.428**	**50.712**	**11.248**	**62.74%**	**0.562**	**1.43%**
8836	Sarasota County Board of County Commissioners	265,958	273,709	278,292	281,501	283,265	80.79	21.487	22.114	22.484	22.743	22.886	1.398	6.51%	0.070	0.33%
99914	Pluris - South Gate Utilities	11,157	11,168	11,176	11,183	11,190	80.79	0.901	0.902	0.903	0.904	0.904	0.003	0.29%	0.000	0.01%
Total Sarasota County Utilities(3)		**277,116**	**284,877**	**289,468**	**292,685**	**294,456**		**22.389**	**23.016**	**23.387**	**23.647**	**23.790**	**1.401**	**6.26%**	**0.070**	**0.31%**
2923	City of North Port	65,650	73,045	79,578	85,672	93,019	59.78	3.924	4.366	4.757	5.121	5.561	1.636	41.69%	0.082	2.08%
Total PR Customer Population and Demand per SWFWMD Draft RWSP 2025(4,5)		**948,135**	**1,013,015**	**1,065,148**	**1,110,961**	**1,152,501**		**78.815**	**84.199**	**88.541**	**92.348**	**95.757**	**16.942**	**21.50%**	**0.847**	**1.07%**
Total PR Customer Demand per SWFWMD Draft 2025 RWSP including Manatee Contractual Obligation and Service to DCI(6)		**N/A**	**N/A**	**N/A**	**N/A**	**N/A**		**79.675**	**85.059**	**89.401**	**93.208**	**96.617**	**17.802**	**22.34%**	**0.847**	**1.06%**

Notes:
(1) DeSoto County plans for service to DCI is unaccounted for. DeSoto County currently does not serve DCI. DCI has a local RO facility but may replace this source through connection to the regional system. DCI actual use in recent years has been 0.360 mgd.
(2) Manatee County Utilities is contractually obligated to provide up to 500,000 gpd to the City of Bradenton. This additional demand upon Manatee County Utilities and the associated served population was unaccounted for by SWFWMD. City of Bradenton has its own water supply, and as such is not included in Manatee County Utilities Total demands.
(3) SWFWMD projection for Sarasota County is extremely low. Projected 2045 demands are less than the County's 2024 Gross Water Use (23.90 mgd) reported to PRMRWSA.
(4) Total population and demands per Draft 2025 RWSP. Population and demand totals do not include Manatee County service to City of Bradenton or DeSoto County service to DCI from regional system. Demand projections appear to underpredict regional need due to these factors and those described for Sarasota County.
(5) The projected 2025 regional demand of 78.815 mgd is less than 2024 regional actual use of 86.81 mgd (Table 2.13). The 1.07% annualized regional growth rate is less than the actual use average growth rate of 2.09% for the last 20 years (Table 2.13).
(6) SWFWMD Draft 2025 RWSP Total Populations and Demands adjusted to include Manatee County's 0.500 mgd contractual obligation to Bradenton and new demands upon regional system due to new service (0.360 mgd) to DCI from regional system (0.860 mgd total).

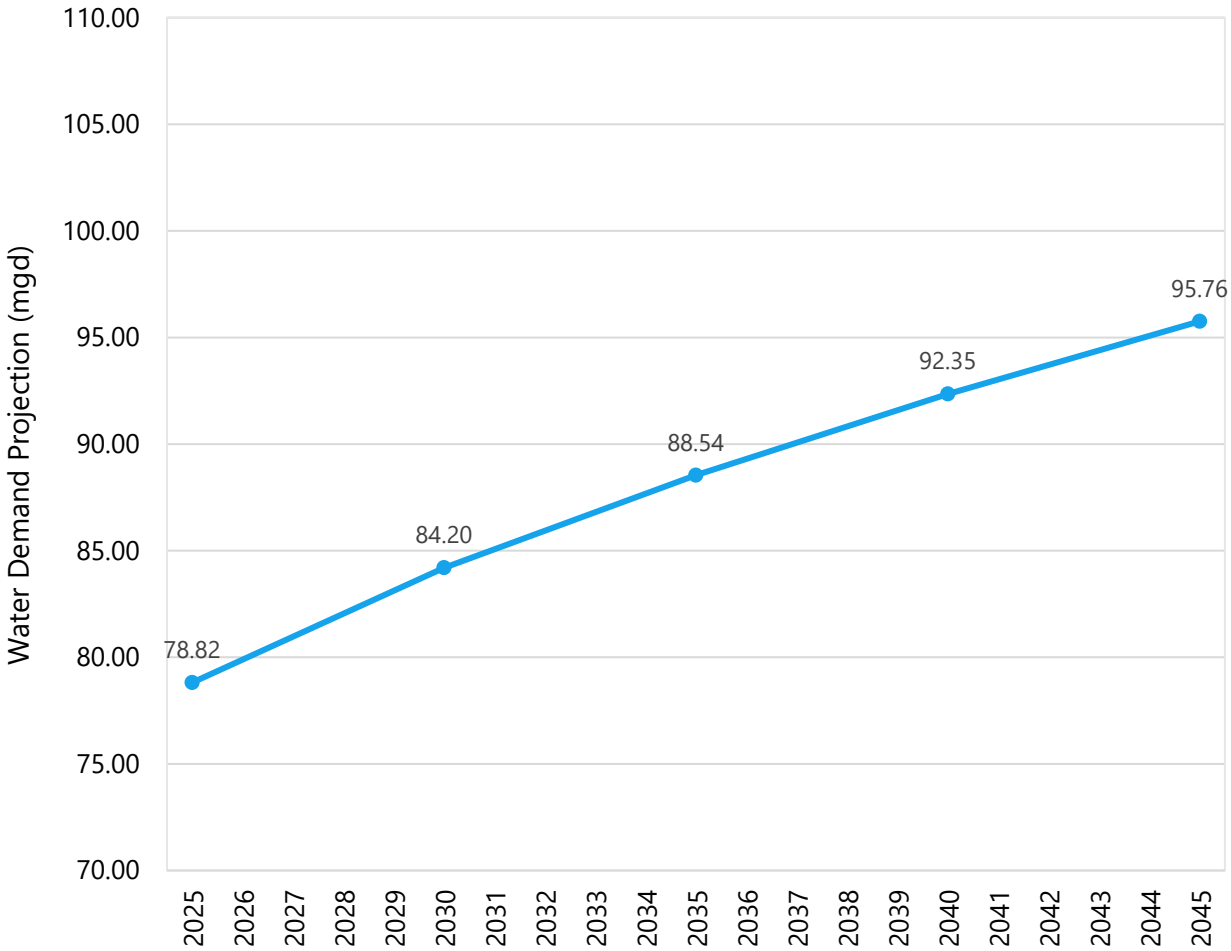

Figure 4.1 SWFWMD 20-Year Demand Projections

SECTION 5 CHARACTERIZATION OF UNCERTAINTY AND PREDICTION OF MOST PROBABLE DEMANDS

Projecting demands is not a precise science, and a variety of forecasting methodologies are employed by the Authority's Members and Customers to project their own individual water supply demands. SWFWMD also employs its own population and demand forecasting techniques. Each of these methods result in different projected demands. While BEBR does not project water supply demands, its population projections are considered in different ways by each of these respective entities in developing their own demand projections. Further, a variety of factors influence water use, including but not limited to:

- Economic conditions.
- Changes in population.
- Water conservation.
- Varying weather patterns that can impact irrigation.
- Changes in per capita use rate.
- Extension of water lines to existing populations not previously served by the utility.

Therefore, projection of future water demands inherently includes a degree of uncertainty which must be factored into water supply planning efforts.

5.1 Comparison of 2015 IRWSP Demand Projections to 2015 through 2024 Actual Use

To assist in evaluating uncertainty, a comparison of the 2015 IRWSP "Most Probable Regional Demands" for the 2015 to 2035 planning period was compared against the 2015 to 2024 actual use. The high, median and low 2015 IRWSP projections are provided in Table 5.1. In addition, the Customer 2014 Projections from the 2015 IRWSP have also been included in Table 5.1.

Table 5.1 Projected Regional Demands for 2015 IRWSP

2015 IWRSP Projection Methodology	Annualized Growth Rate (%)	2015 (mgd)	2020 (mgd)	2025 (mgd)	2030 (mgd)	2035 (mgd)
Customer 2014 Projection	1.93%	74.79	82.42	90.84	99.75	109.56
High – Customer 2014 (Adjusted)	1.93%	66.93	73.64	81.03	89.16	98.10
Median Projection	1.58%	66.47	71.89	77.75	84.09	90.95
Low – BEBR Medium 2015-2035	1.22%	66.00	70.13	74.51	79.17	84.12

A comparison was made between the above referenced 2015 IRWSP Most Probable Regional Demands and Customer 2014 Projection versus the actual use that occurred between 2015 and 2024. The 2015 IRWSP Most Probable Demands and Customer 2014 Predicted values between 2015 to 2020 and 2020 to 2025 were interpolated to identify the 2016 to 2019 predicted values and 2021 to 2024 predicted values. The results of this comparison are provided in Table 5.2.

As an additional comparison, the SWFWMD Demand Projections (2015 RWSP Update) as presented in the 2015 IRWSP (Technical Memorandum 5A, Table 18), have also been included in Table 5.1. The SWFWMD 2015 RWSP Update was presented in 5-year increments between 2015 and 2035. Predicted values between 2015 to 2020 and 2020 to 2025 were interpolated to identify the 2016 to 2019 predicted values, and 2021 to 2024 predicted values.

Review of Table 5.2 and Figure 5.1 illustrates that the Predicted High (Customer 2014 Adjusted) most accurately predicted actual use until 2020. After 2020, the Customer 2014 Adjusted projections underpredicted actual use by almost 3 mgd. The Customer 2014 Projections overpredicted actual use by up to 10 mgd until 2020. However, by 2024, the Customer 2014 projection was the only method that did not underpredict 2024 actual use. It should be noted that by 2024 the two methodologies that underpredicted 2024 use the most were SWFWMD's Draft 2015 RWSP (-12.19 mgd) BEBR Medium (-13.20 mgd). Therefore, the two methodologies that most accurately predicted actual use from 2015 to 2024 were Customer 2014 Projections (Adjusted) and Customer 2014 Projections (Unadjusted).

Table 5.2 Comparison of IRWSP 2015 Most Probable Demands vs 2015 through 2024 Actual Use

Scenario	Actual Water Use (mgd) and Range of Demands (%)									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actual	**66.93**	**68.63**	**71.46**	**69.58**	**71.39**	**76.38**	**77.71**	**79.55**	**85.00**	**86.81**
Customer 2014 Projection	74.79	76.26	77.75	79.28	80.83	82.42	84.04	85.69	87.37	89.09
Predicted High (Customer Adjusted) 2014	66.93	68.22	69.54	70.88	72.25	73.64	75.06	76.51	77.98	79.49
Median Projection 2015 IRWSP	66.47	67.52	68.58	69.67	70.77	71.89	73.02	74.17	75.35	76.54
Low Projection (BEBR Medium) 2015 IRWSP	66.00	66.81	67.62	68.45	69.28	70.13	70.99	71.85	72.73	73.61
SWFWMD 2015 RWSP	65.92	66.90	67.88	68.88	69.90	70.93	71.83	72.75	73.68	74.62
Difference with Customer Projection High 2014	7.86	7.63	6.29	9.70	9.44	6.04	6.33	6.14	2.37	2.28
Difference High (Customer Adjusted) 2014	**0.00**	**-0.41**	**-1.92**	**1.30**	**0.86**	**-2.74**	**-2.65**	**-3.04**	**-7.02**	**-7.32**
Difference Median 2015 IRWSP	-0.47	-1.11	-2.88	0.09	-0.62	-4.49	-4.69	-5.38	-9.65	-10.27
Difference Low (BEBR Medium) 2015 IRWSP	-0.93	-1.82	-3.84	-1.13	-2.11	-6.25	-6.72	-7.70	-12.27	-13.20
Difference SWFWMD 2015 RWSP	-1.01	-1.73	-3.58	-0.70	-1.49	-5.45	-5.88	-6.80	-11.32	-12.19
Difference with Customer Projection High 2014 (%)	11.74%	11.11%	8.81%	13.94%	13.23%	7.91%	8.14%	7.71%	2.78%	2.63%
Difference High (Customer Adjusted) 2014 (%)	0.00%	**-0.60%**	**-2.69%**	**1.87%**	**1.20%**	**-3.59%**	**-3.41%**	**-3.82%**	**-8.25%**	**-8.43%**

Scenario	Actual Water Use (mgd) and Range of Demands (%)									
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Difference Median 2015 IRWSP (%)	-0.69%	-1.62%	-4.03%	0.12%	-0.87%	-5.89%	-6.03%	-6.76%	-11.36%	-11.83%
Difference Low (BEBR Medium) 2015 IRWSP (%)	-1.39%	-2.66%	-5.37%	-1.63%	-2.95%	-8.18%	-8.65%	-9.68%	-14.43%	-15.20%
Difference SWFWMD 2015 RWSP (%)	-1.50%	-2.53%	-5.01%	-1.00%	-2.09%	-7.14%	-7.56%	-8.55%	-13.32%	-14.04%

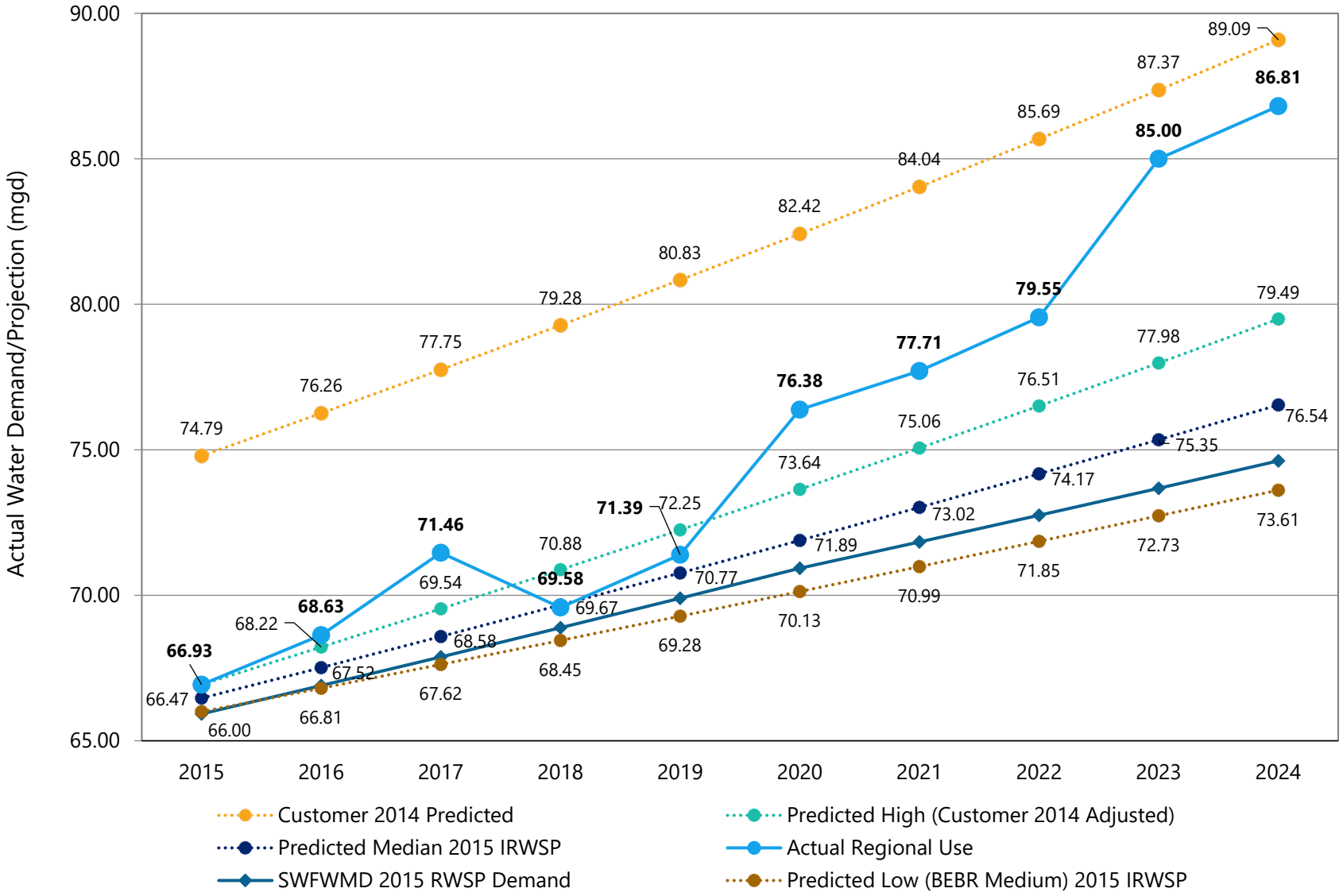

Figure 5.1 Comparison of IRWSP 2015 Most Probable Demands and Customer 2015 Projection vs Actual Use (2015 to 2024)

5.2 Comparison of 2020 IRWSP Demand Projections to 2020 through 2024 Actual Use

To assist in evaluating uncertainty, a comparison of the 2020 IRWSP "Most Probable Regional Demands" for the 2020 to 2040 planning period was compared against the 2020 to 2024 actual use. The high, median and low 2020 IRWSP projections are provided in Table 5.3. In addition, the Customer 2018 Projections from the 2020 IRWSP have also been included in Table 5.3.

Table 5.3 Range of Projected Regional Demands for 2020 IRWSP

Source	Annualized Growth Rate (%)	2020 (mgd)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)
Customer 2018 Projection	1.69%	85.17	93.21	101.1	109.73	118.83
High – BEBR High	1.98%	72.36	79.82	88.04	97.10	107.11
Median Projection	1.60%	71.83	77.76	84.19	91.14	98.67
Low – BEBR Low	1.22%	71.29	75.74	80.48	85.51	90.85

A comparison was made between the above referenced 2020 IRWSP Most Probable Regional Demands and Customer 2018 Projection versus historical actual use from 2020 and 2024. The 2020 IRWSP Most Probable Demands and Customer 2018 predicted values between 2020 and 2025 were interpolated to identify the 2021 to 2024 predicted demands. The results of this comparison are provided in Table 5.4.

As an additional comparison, the SWFWMD Draft 2020 RWSP Demand Projections (June 14, 2018) as presented in the 2020 IRWSP (Appendix A-Demand Projections Technical Memorandum), are presented in Table 5.4. Predicted demands between 2020 and 2025 were interpolated to identify the 2021 to 2024 demands.

Review of Table 5.4 and Figure 5.3 illustrates that the Predicted High (BEBR High) consistently underpredicted actual use from 2020 to 2024 by as much as 8.54 mgd by 2024. While the Customer 2018 projections did overpredict demand throughout the period by almost 9.01 mgd, it was the only methodology that did not underpredict 2020 to 2024 demands. By 2024, the Customer 2018 Demand projections narrowed the gap to 4.73 mgd. It should be noted that by 2024 the two methodologies that most significantly underpredicted 2024 demands were BEBR Medium (-11.98 mgd) and SWFWMD's Draft 2020 RWSP (-12.92 mgd). Therefore, the only methodology utilized within the 2020 IRWSP that did not underpredict actual use from 2020 to 2024 was the Customer 2018 Projections.

Table 5.4 Comparison of IRWSP 2020 Most Probable Demands and Customer 2018 Projection vs Actual Use

Scenario	Actual Water Use (mgd) and Range of Demands (%)				
	2020	2021	2022	2023	2024
Actual	**76.38**	**77.71**	**79.55**	**85.00**	**86.81**
Customer 2018 Projection	85.17	86.72	88.30	89.91	**91.54**
High - BEBR High (2020 IWSP)	72.36	73.79	75.26	76.75	**78.27**
Median (2020 IRWSP)	71.83	72.98	74.15	75.33	**76.54**
Low - BEBR Medium (2020 IRWSP)	71.29	72.16	73.04	73.93	**74.83**
SWFWMD Draft 2020 RWSP	69.62	70.66	71.72	72.80	**73.89**
Difference with Customer 2018 Projection (High) 2020 IRWSP	8.79	9.01	8.75	4.91	**4.73**
Difference High (BEBR High) 2020 IRWSP	-4.02	-3.92	-4.29	-8.25	**-8.54**
Difference Median 2020 IRWSP	-4.55	-4.73	-5.40	-9.67	**-10.27**
Difference Low (BEBR Medium) 2020 IRWSP	-5.09	-5.55	-6.51	-11.07	**-11.98**
Difference SWFWMD Draft 2020 RWSP	-6.76	-7.05	-7.83	-12.20	**-12.92**
Difference with Customer 2018 Projection (High) (%) 2020 IRWSP	11.51%	11.60%	11.00%	**5.77%**	**5.45%**
Difference High (%) (BEBR High) 2020 IRWSP	**-5.3%**	**-5.0%**	**-5.4%**	-9.7%	**-9.84%**
Difference Median (%) 2020 IRWSP	-6.0%	-6.1%	-6.8%	-11.4%	**-11.83%**
Difference Low (%) (BEBR Medium) 2020 IRWSP	-6.7%	-7.1%	-8.2%	-13.0%	**-13.80%**
Difference SWFWMD Draft 2020 RWSP (%)	-8.86%	-9.07%	-9.84%	-14.36%	**-14.88%**

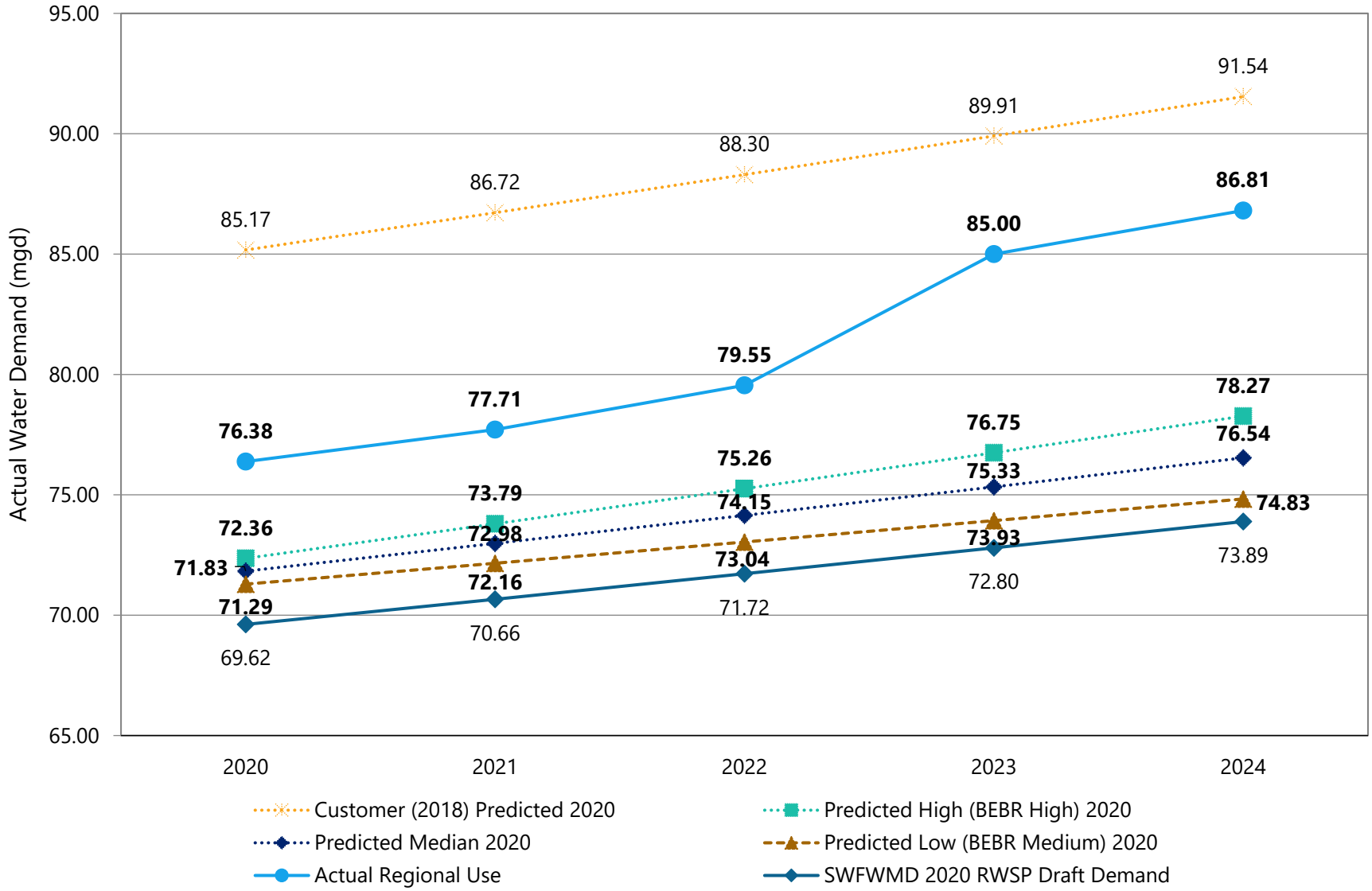

Figure 5.2 Comparison of IRWSP 2020 Most Probable Demands and Customer 2018 Projection vs Actual Use (2020-2024)

5.3 Comparison of 2025 IRWSP Demand Projection Methodologies

Similar to the 2020 IRWSP, a "Most Probable Range" of future regional demands was developed for this 2025 IRWSP in order to address uncertainty by "bracketing" the range of demands that appear most likely to occur based upon analysis of the available data.

Table 5.5 and Figure 5.3 identify the regional demand projections resulting from the following seven methodologies:

1. SWFWMD Draft 2025 RWSP (January 29, 2025).
2. Customer 2025 Projections.
3. Customer 2025 Adjusted.
4. Actual Historical (2004-2024) Use.
5. BEBR High.
6. BEBR Medium.
7. BEBR Estimated Population Last 20 Years (2004 to 2024).

The 2045 demands projected by Methods 1 through 7 range from a low of 95.76 mgd (SWFWMD) to a high of 145.72 mgd (Customer 2025), which represents a range of 49.96 mgd.

Table 5.5 Compilation of Regional Demand Projection Methodologies

Method	Methodology	20-Year Annual Average Growth Rate (%)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
1	SWFWMD Draft 2025 RWSP (January 29, 2025)	1.07%	78.82	84.20	88.54	92.35	95.76
2	Customer 2025 (2025-2045)	2.23%	93.80	104.99	117.27	131.22	145.72
3	Customer 2025 Adjusted (2025-2045)	2.23%	88.74	99.08	110.61	123.49	137.87
4	PRMRWSA Actual Use (2004-2024)	2.09%	88.62	98.28	108.98	120.85	134.02
5	BEBR High Population Projection (2023-2045)	2.07%	91.27	102.66	113.06	122.34	130.76
6	BEBR Medium Population Projection (2023-2045)	1.18%	88.41	95.38	101.23	105.93	109.88
7	BEBR Estimated Population Last 20 Years (2004-2024)	2.04%	88.58	98.02	108.45	120.00	132.78
	Minimum	1.07%	78.82	84.20	88.54	92.35	95.76
	Maximum	2.23%	93.80	104.99	117.27	131.22	145.72
	Average	1.84%	88.32	97.52	106.88	116.60	126.68
	Median	2.07%	88.62	98.28	108.98	120.85	132.78

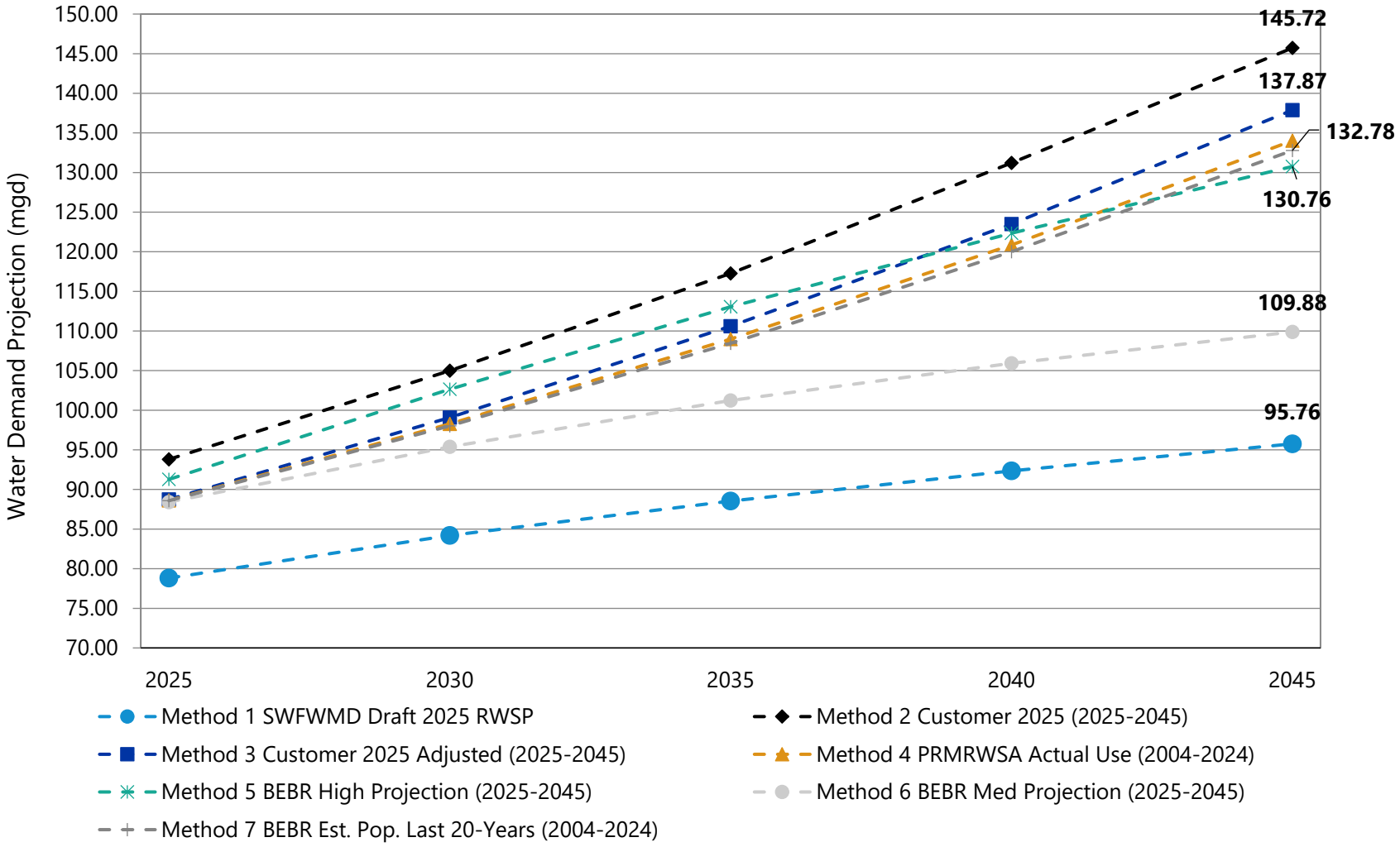

Figure 5.3 Compilation of Regional Demand Projection Methodologies

5.4 Most Probable Range of Future Regional Demands

The 2015 and 2020 IRWSP recommended disregarding the highest and lowest of the seven methodologies to identify a "Most Probable Range of Demands". However, as shown in Sections 5.1 and 5.2, non-Customer methodologies have routinely underpredicted actual use from 2020 to 2024. While customer projections have historically overpredicted actual use, in more recent years they have closed the gap to within 5 mgd. In addition, since 2006, customer projections have routinely been adjusted downward to more reasonable and consistent demand projections as discussed in Section 2.1. As such, it would not be prudent to disregard the Customer 2025 projections just because they reflect the highest projection (Table 5.5). In addition, Section 5.1 and 5.2 show that both SWFWMD RWSP projections and demand projections based on BEBR Medium populations projections routinely underpredicted actual use from 2020 to 2024 by as much 12.92 mgd in 2024. Therefore, the 2025 IRWSP recommends keeping the highest projection (Customer 2025) while disregarding the lowest projection which is the SWFWMD Draft 2025 RWSP demands (Figure 5.3). Based on this recommendation, the Customer 2025 projection and the BEBR Medium projections constitute the high and low end of the Most Probable Range of Demands.

Table 5.6 and Figure 5.4 summarize the Most Probable Range of Demands described above. A Median Projection was generated from the high and low projection for the 20-year planning period. The Most Probable High, Median, and Low Projections for 2045 range from a low of 109.88 mgd (BEBR Medium) to a high of 145.72 mgd (Customer 2025), which represents a range of 35.84 mgd. These projected demand values do not account for Authority rotational reserve or capacity standards.

The 2015 and 2020 IRWSP selected the Median Projection as the Most Probable Demand. This 2025 IRWSP also recommends selecting the Median Projection value as the "Most Probable Demand." Figure 5.4 summarizes the Most Probable Range of Demands as well as Member and Customer regional actual use from 2004 to 2024. It should be noted that the Median Projection of 127.80 mgd is more closely aligned with the historic actual use 10-year trendline, whereas the High Projection of 145.72 mgd is more closely aligned with the historical actual use 5-year trendline. Therefore, based on this and other regional trends noted throughout this TM, it is more likely that future actual use will fall within the Median and High Most Probable Demand projections in Table 5.6, therefore the "High Projection" (Customer 2025) will be used to evaluate potential water supply options.

Table 5.6 Most Probable Range of 2025 IRWSP Projected Demands

Source	Annualized Growth Rate (%)	2025 (mgd)	2030 (mgd)	2035 (mgd)	2040 (mgd)	2045 (mgd)
High – Customer 2025	2.23%	93.80	104.99	117.27	131.22	145.72
Median Projection	1.71%	91.11	100.19	109.25	118.58	127.80
Low – BEBR Medium	1.09%	88.41	95.38	101.23	105.93	109.88

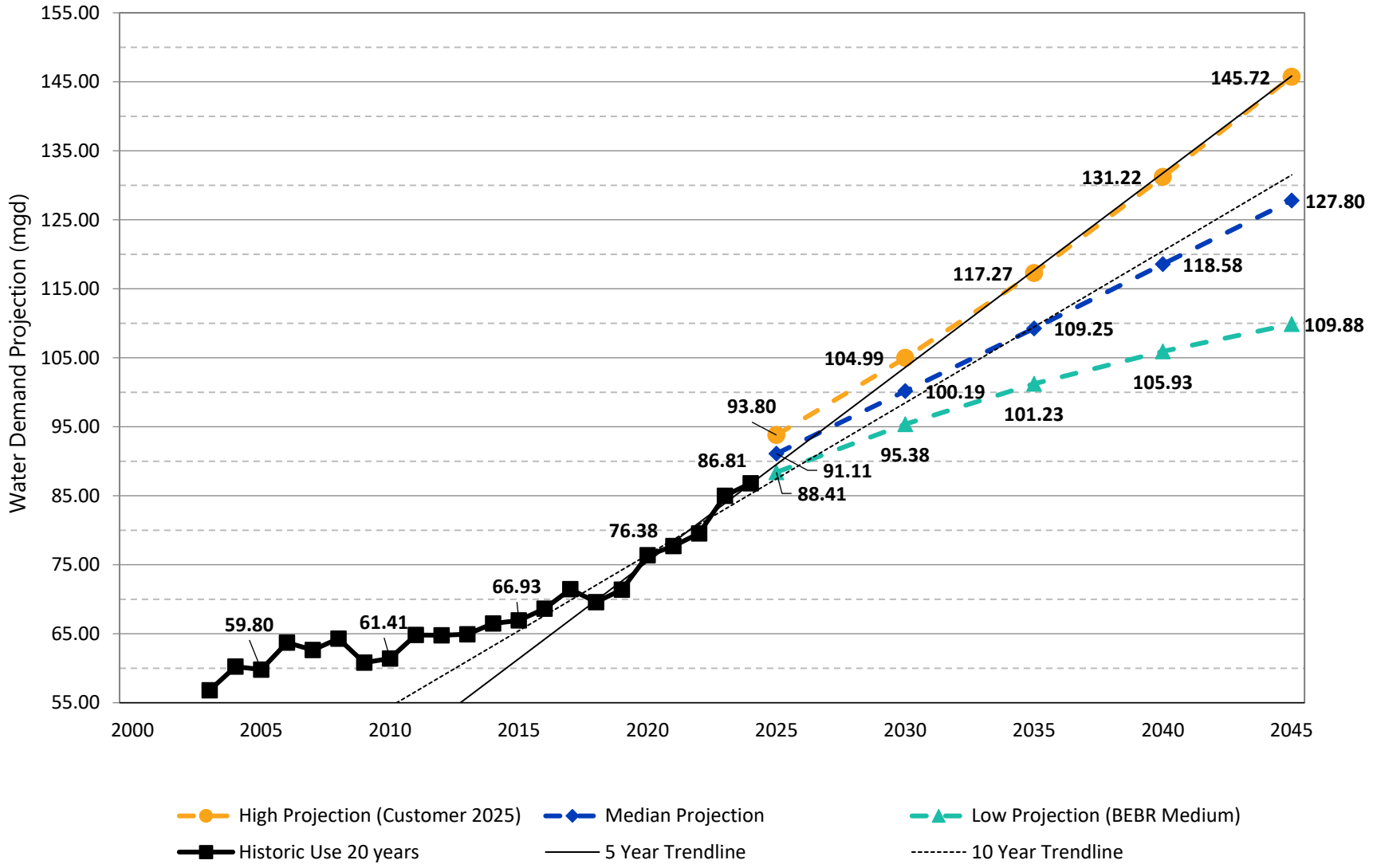

Figure 5.4 Most Probable Range of Future Regional Projected Demands

5.5 Projected Total Finished Water Requirements

In addition to planning to meet projected demands, the Authority has adopted Best Management Practices (BMPs) which include maintenance of a "6% Rotational Reserve Capacity" and compliance with a "90% Capacity Standard." The 6% Rotational Reserve Capacity concept was included in the Authority's 2006 IRWSP, was maintained as a BMP in the 2020 IRWSP, and is again recommended in this 2025 IRWSP.

The 6% Rotational Reserve Capacity is added to projected demands to identify "total projected demands." The 6% Rotational Reserve Capacity is an appropriate BMP because unforeseen circumstances can occur that require immediate access to additional capacity such as severe droughts, mechanical disruptions in existing water supply facilities, and storm events, such as hurricanes, which may disrupt facility operations and the potential for impairment/contamination of sources. Reserve capacity not only provides insurance against the risk of unfortunate happenstances such as those described above but also provides flexibility for covering the needs exerted by bursts of development within the region and enables elected officials to more effectively participate in unforeseen economic development opportunities that may require additional quantities of water on short notice.

The 90% Capacity Standard calls for new water supply capacity to be completed and online prior to total projected demands (i.e., projected demands + 6% Rotational Reserve) exceeding 90 percent of the prevailing available annual average finished water supply capacity. The 90% Capacity Standard BMP provides a safety factor to ensure there is always sufficient average day production capacity available considering that it typically takes five or more years to develop a new water supply source.

The 6% Rotational Reserve and 90% Capacity Standard are collectively referred to herein as a "17% Capacity Standard" because their combined application to projected demands results in a required "total finished water capacity" that is approximately 17 percent (16.597 percent) above projected demands. The 17% Capacity Standard BMP provides a reliable and adequate supply capacity for future growth and unexpected events.

The 17% Capacity Standard was applied to the Most Probable Range of projected demands through 2045 to identify the total finished water capacity that would be required for the Low, Median, and High "Most Probable Demand" projection scenarios. The total finished water capacity for these scenarios is provided in Table 5.7, Table 5.8, and Table 5.9 and Figure 5.5, Figure 5.6, and Figure 5.7 below, respectively. As shown, the total finished water capacity required in 2045 for the Low, Median, and High Most Probable Demand scenarios is 128.12 mgd, 149.01 mgd, and 169.90 mgd, respectively.

The total finished capacity required for the recommended Most Probable Demand (i.e., the Median Projection) is identified in Table 5.8 and Figure 5.6.

Table 5.7 Total Finished Capacity Required for Most Probable Demands – Low Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	88.41	14.67	103.08
2026	89.76	14.90	104.66
2027	91.13	15.13	106.26
2028	92.53	15.36	107.88
2029	93.94	15.59	109.53
2030	95.38	15.83	111.21
2031	96.52	16.02	112.54
2032	97.68	16.21	113.89
2033	98.85	16.41	115.25
2034	100.03	16.60	116.64
2035	101.23	16.80	118.03
2036	102.15	16.95	119.11
2037	103.09	17.11	120.20
2038	104.03	17.27	121.29
2039	104.98	17.42	122.40
2040	105.93	17.58	123.51
2041	106.71	17.71	124.42
2042	107.49	17.84	125.33
2043	108.28	17.97	126.25
2044	109.08	18.10	127.18
2045	109.88	18.24	128.12
Total Increase (2025-2045)	**21.47**		

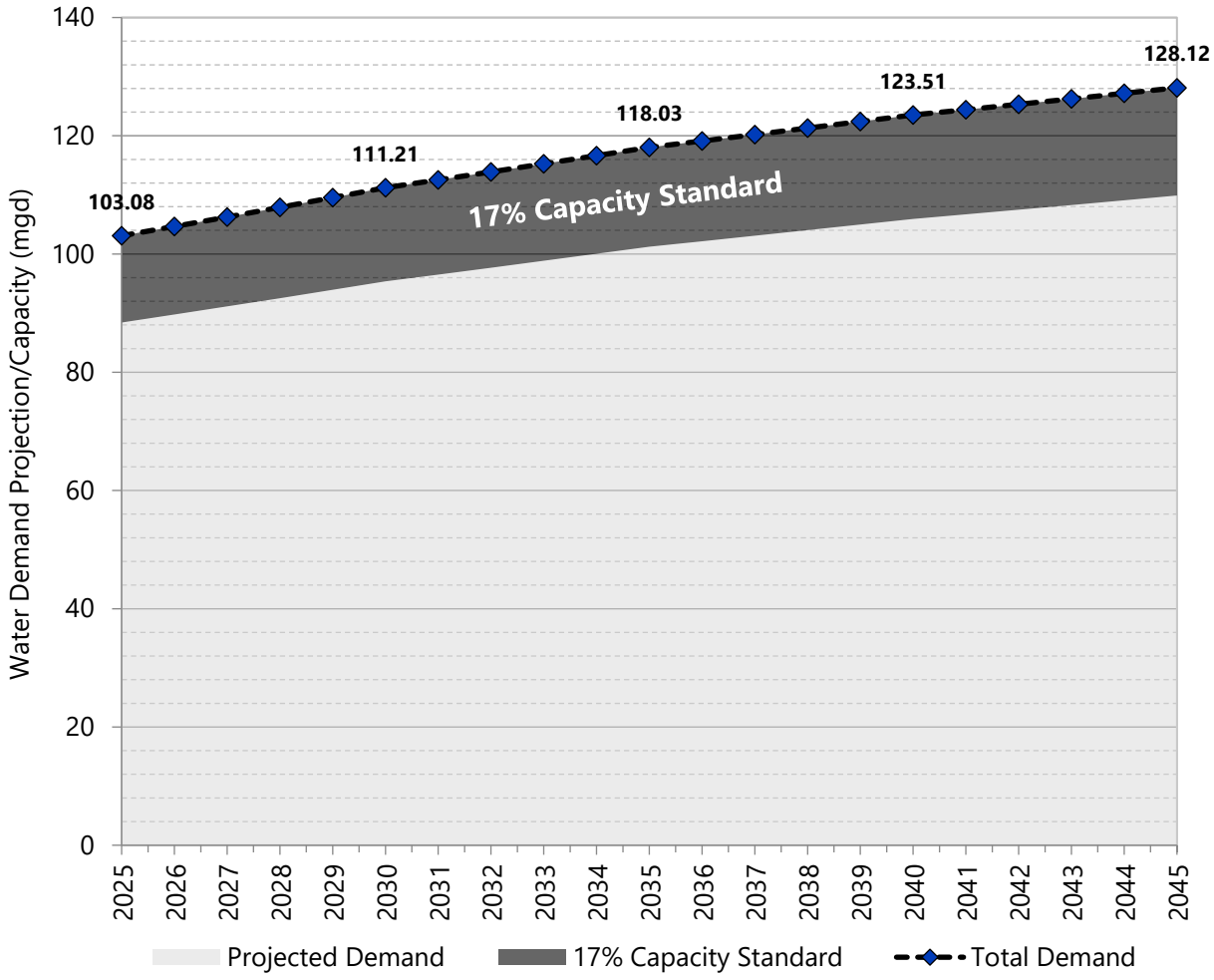

Figure 5.5 Most Probable Demand and Finished Water Capacity – Low Projection

Table 5.8 Total Finished Capacity Required for Most Probable Demands – Median Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	91.11	15.12	106.23
2026	92.86	15.41	108.27
2027	94.64	15.71	110.35
2028	96.45	16.01	112.46
2029	98.30	16.32	114.62
2030	100.19	16.63	116.82
2031	101.94	16.92	118.86
2032	103.72	17.21	120.94
2033	105.53	17.52	123.05
2034	107.38	17.82	125.20
2035	109.25	18.13	127.38
2036	111.05	18.43	129.49
2037	112.89	18.74	131.62
2038	114.75	19.05	133.80
2039	116.65	19.36	136.01
2040	118.58	19.68	138.26
2041	120.37	19.98	140.35
2042	122.19	20.28	142.47
2043	124.03	20.59	144.62
2044	125.90	20.90	146.80
2045	127.80	21.21	149.01
Total Increase (2025-2045)	**36.69**		

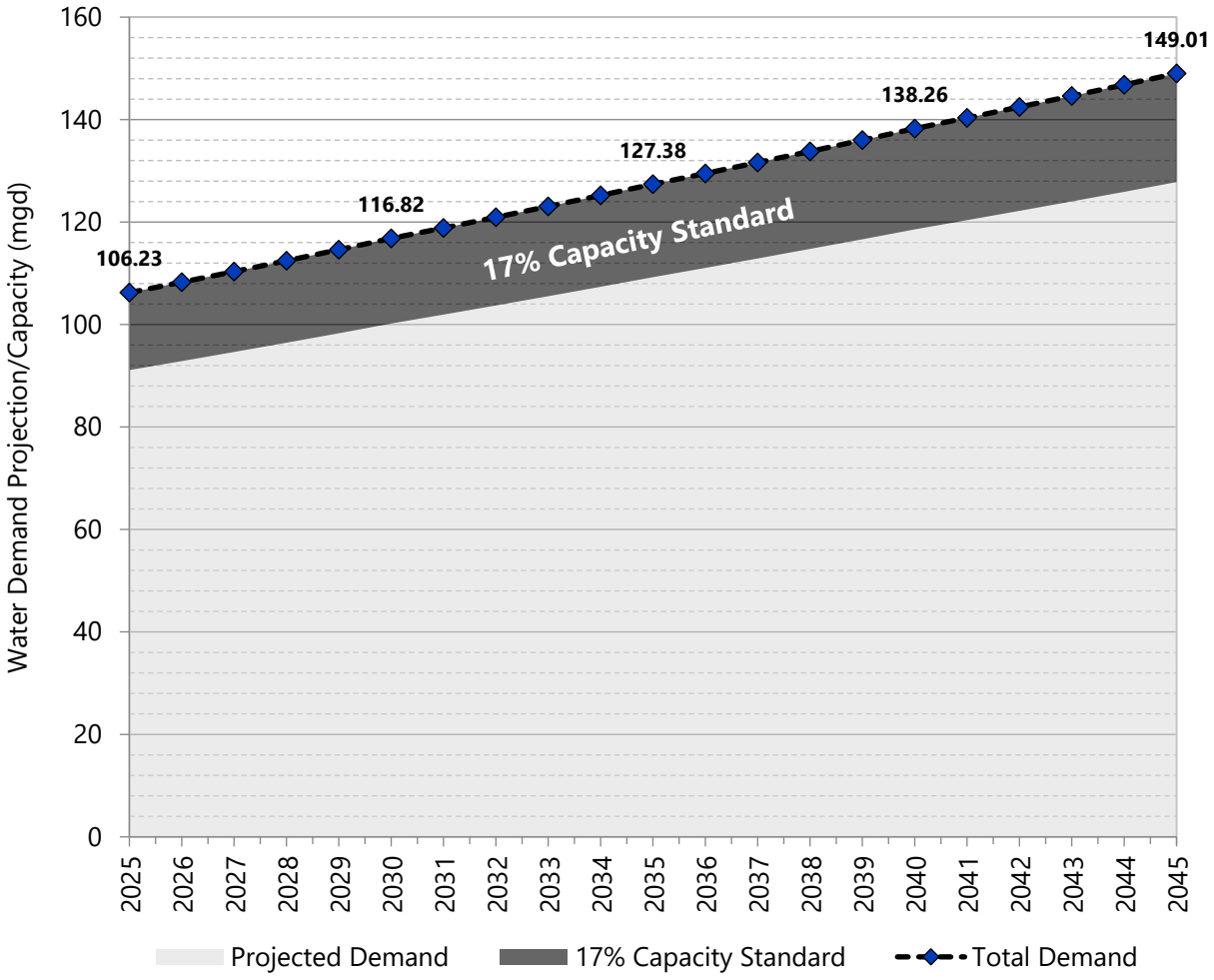

Figure 5.6 Most Probable Demand and Finished Water Capacity – Median Projection

Table 5.9 Total Finished Capacity Required for Most Probable Demands – High Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	93.80	15.57	109.37
2026	96.13	15.95	112.08
2027	98.27	16.31	114.58
2028	100.95	16.75	117.70
2029	102.58	17.03	119.61
2030	104.99	17.42	122.41
2031	107.36	17.82	125.17
2032	109.78	18.22	128.00
2033	112.24	18.63	130.86
2034	114.72	19.04	133.76
2035	117.27	19.46	136.73
2036	119.86	19.89	139.75
2037	122.49	20.33	142.82
2038	125.19	20.78	145.96
2039	128.43	21.31	149.74
2040	131.22	21.78	153.00
2041	134.00	22.24	156.24
2042	136.85	22.71	159.56
2043	139.75	23.19	162.94
2044	142.73	23.69	166.42
2045	145.72	24.18	169.90
Total Increase (2025-2045)	**51.92**		

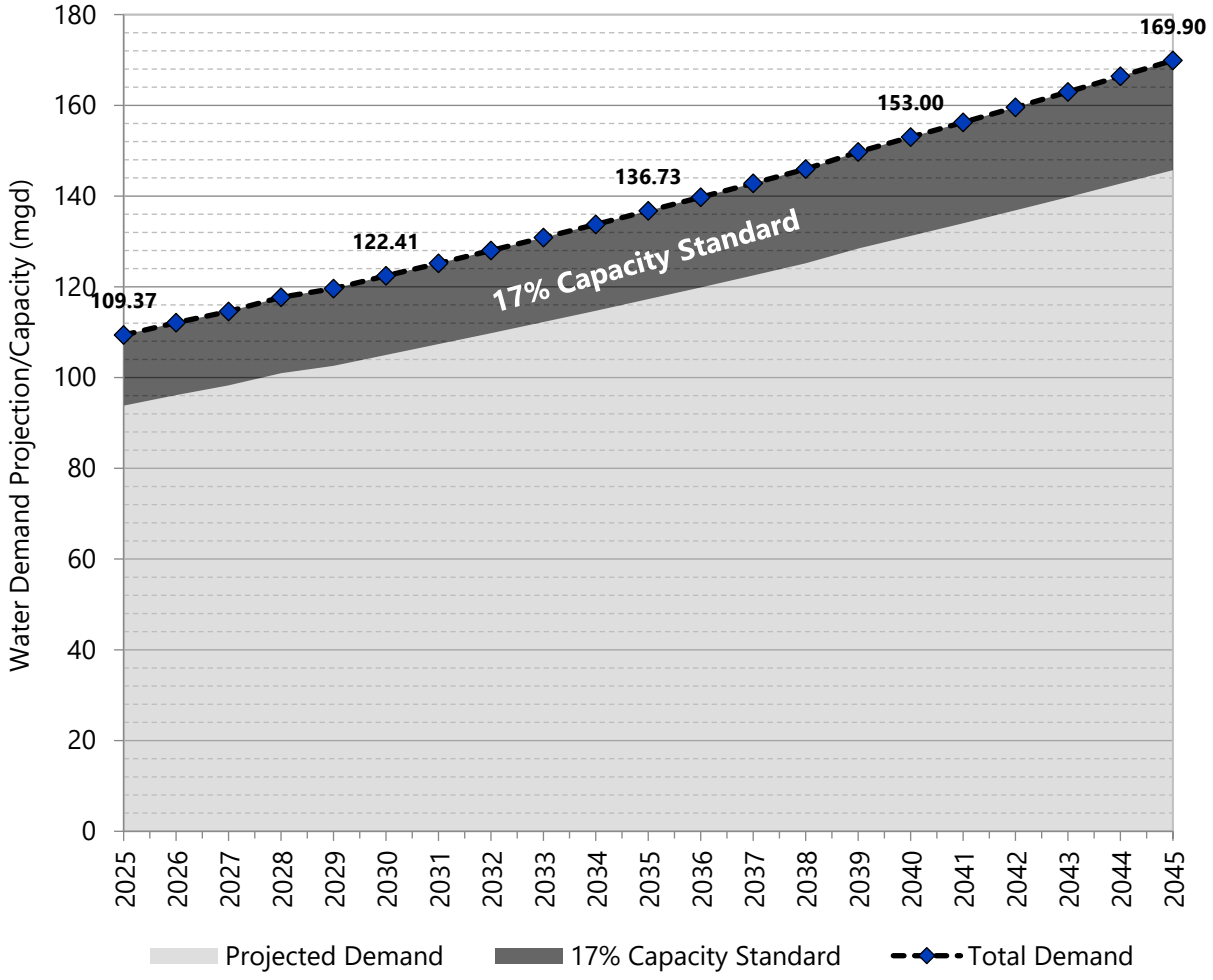

Figure 5.7 Most Probable Demand and Finished Water Capacity – High Projection

5.6 Most Probable Demands and Finished Water Capacity through 2075

Projecting demands out fifty years is particularly challenging, and build-out constraints could potentially affect actual demands. Due to the inherent uncertainty of projecting potable water demands for 50 years, an exponential decay rate was applied to project the demand for 2045 to 2075. An exponential decay rate was identified by utilizing a "best-fit" method to represent the decay rate for the BEBR High and Medium growth rates. The BEBR High decay rate was applied to the High Projection and the BEBR Medium decay rate was applied to Most Probable Median Projection and Low Projection. The resulting BEBR High and Medium growth rate for each time period based on this exponential decay method is represented in Table 5.10.

Table 5.10 Exponential Decay Rates Based on BEBR Population Projections

Year	High	Median	Low
2023-2025	2.23%	1.71%	1.09%
2025-2030	2.23%	1.71%	1.09%
2030-2035	2.23%	1.71%	1.09%
2035-2040	2.23%	1.71%	1.09%
2040-2045	2.23%	1.71%	1.09%
2045-2050	1.76%	1.41%	0.90%
2050-2055	1.39%	1.16%	0.74%
2055-2060	1.10%	0.96%	0.61%
2060-2065	0.87%	0.79%	0.51%
2065-2070	0.69%	0.65%	0.42%
2070-2075	0.55%	0.54%	0.34%

The 17% Capacity Standard was also applied to the long-term projected demands to identify the total finished water capacity that would be required for each scenario. The total projected demands and finished water capacities using the exponential decay rates are provided in Table 5.11, Table 5.12, and Table 5.13 and Figure 5.8, Figure 5.9, and Figure 5.10 below, respectively.

As shown, the total finished water capacity required in 2075 for the Low, Median, and High projections is 152.69 mgd, 195.89 mgd, and 233.20 mgd, respectively.

The total finished capacity required for the recommended Most Probable Demand (i.e., the Median) is identified in Table 5.12 and Figure 5.9.

Table 5.11 Projected Demand and Finished Capacity Required through 2075 – Low Range Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	88.41	14.67	103.08
2030	95.38	15.83	111.21
2035	101.23	16.80	118.03
2040	105.93	17.58	123.51
2045	109.88	18.24	128.12
2050	114.92	19.07	133.99
2055	119.25	19.79	139.05
2060	122.95	20.41	143.36
2065	126.09	20.93	147.01
2070	128.73	21.37	150.10
2075	130.96	21.74	152.69
Total Increase (2025-2075)	**42.55**	**7.06**	**49.61**

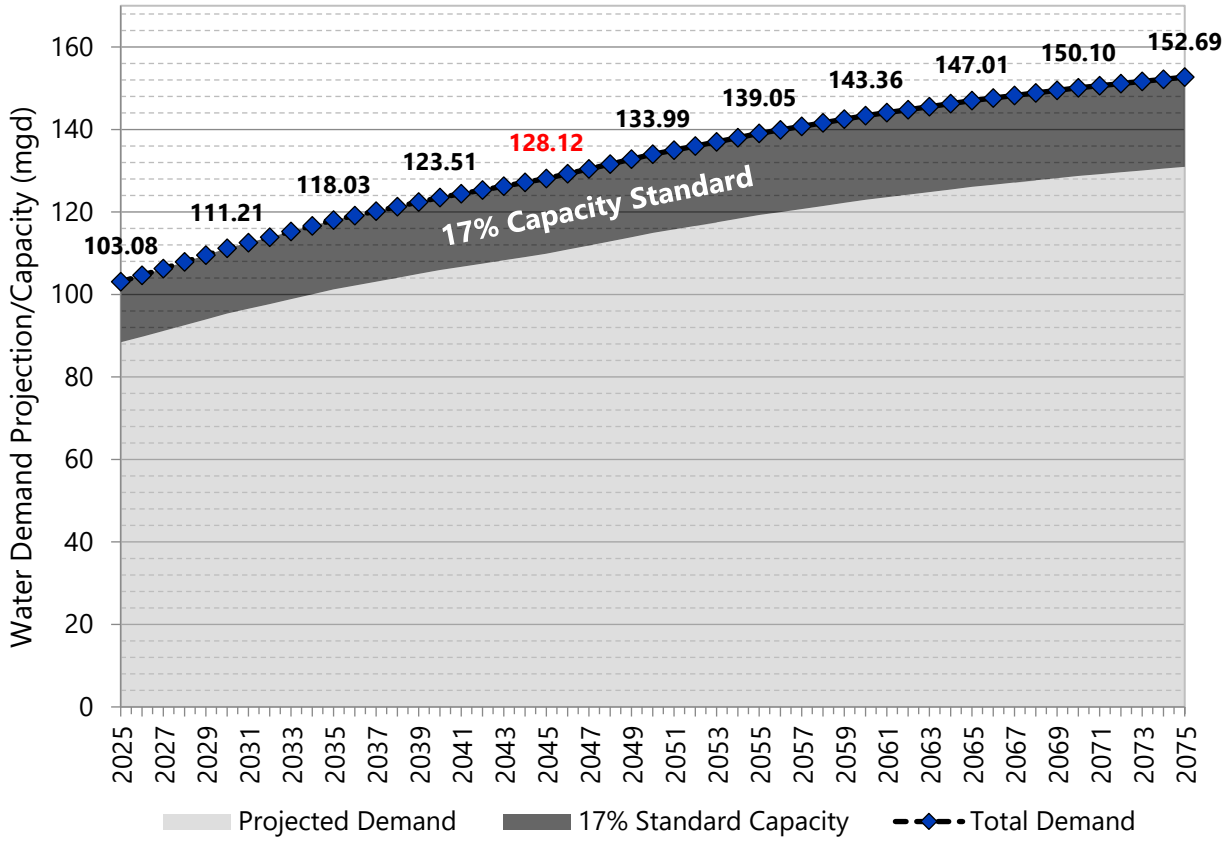

Figure 5.8 Projected Demand and Finished Capacity through 2075 – Low Range Projection

Table 5.12 Projected Demand and Finished Capacity Required through 2075 – Median Range Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	91.11	15.12	106.23
2030	100.19	16.63	116.82
2035	109.25	18.13	127.38
2040	118.58	19.68	138.26
2045	127.80	21.21	149.01
2050	137.05	22.75	159.79
2055	145.18	24.10	169.28
2060	152.26	25.27	177.53
2065	158.36	26.28	184.64
2070	163.58	27.15	190.73
2075	168.01	27.88	195.89
Total Increase (2025-2075)	**76.90**	**12.76**	**89.66**

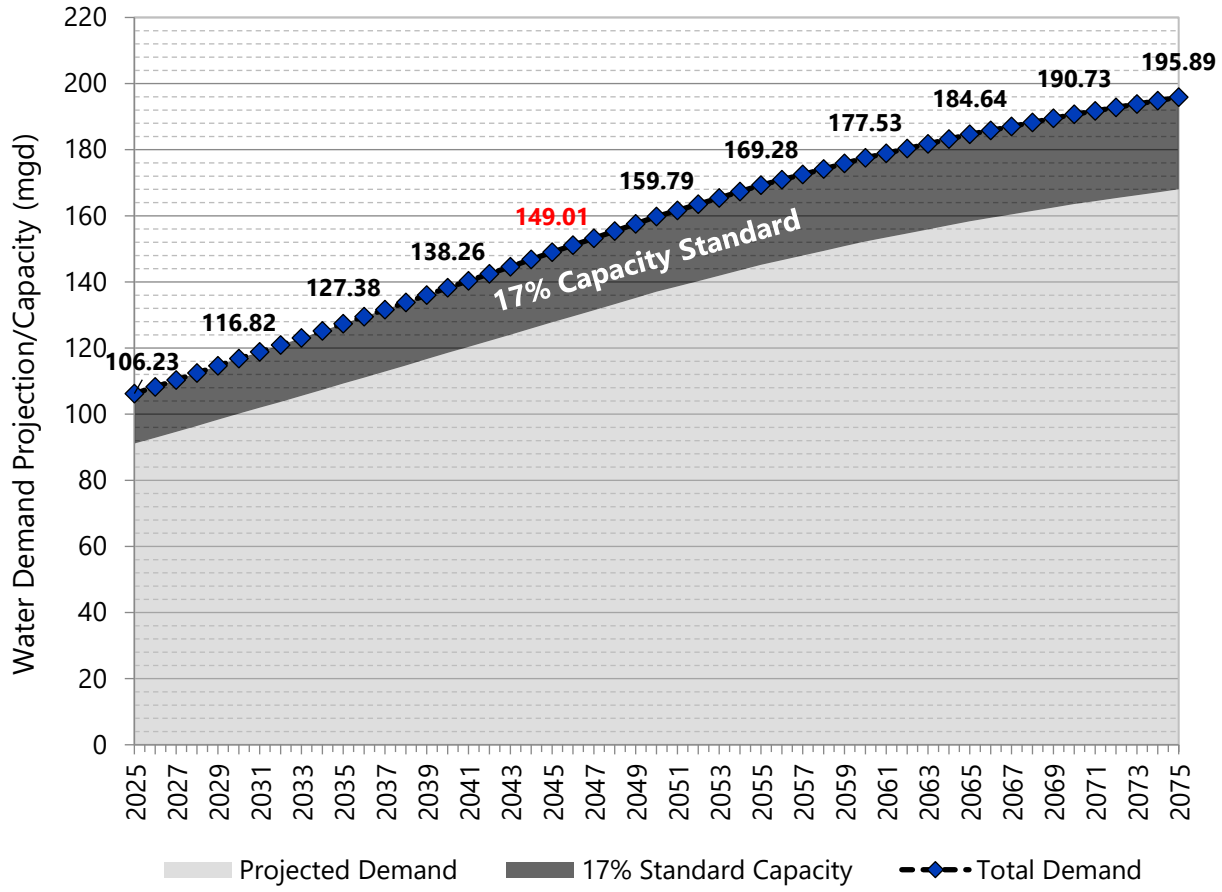

Figure 5.9 Projected Demand and Finished Capacity Required through 2075 – Median Range Projection

Table 5.13 Projected Demand and Finished Capacity Required through 2075 – High Range Projection

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	93.80	15.57	109.37
2030	104.99	17.42	122.41
2035	117.27	19.46	136.73
2040	131.22	21.78	153.00
2045	145.72	24.18	169.90
2050	159.02	26.39	185.41
2055	170.42	28.29	198.71
2060	180.04	29.88	209.92
2065	188.04	31.21	219.25
2070	194.63	32.30	226.93
2075	200.01	33.20	233.20
Total Increase (2025-2075)	**106.21**	**17.63**	**123.83**

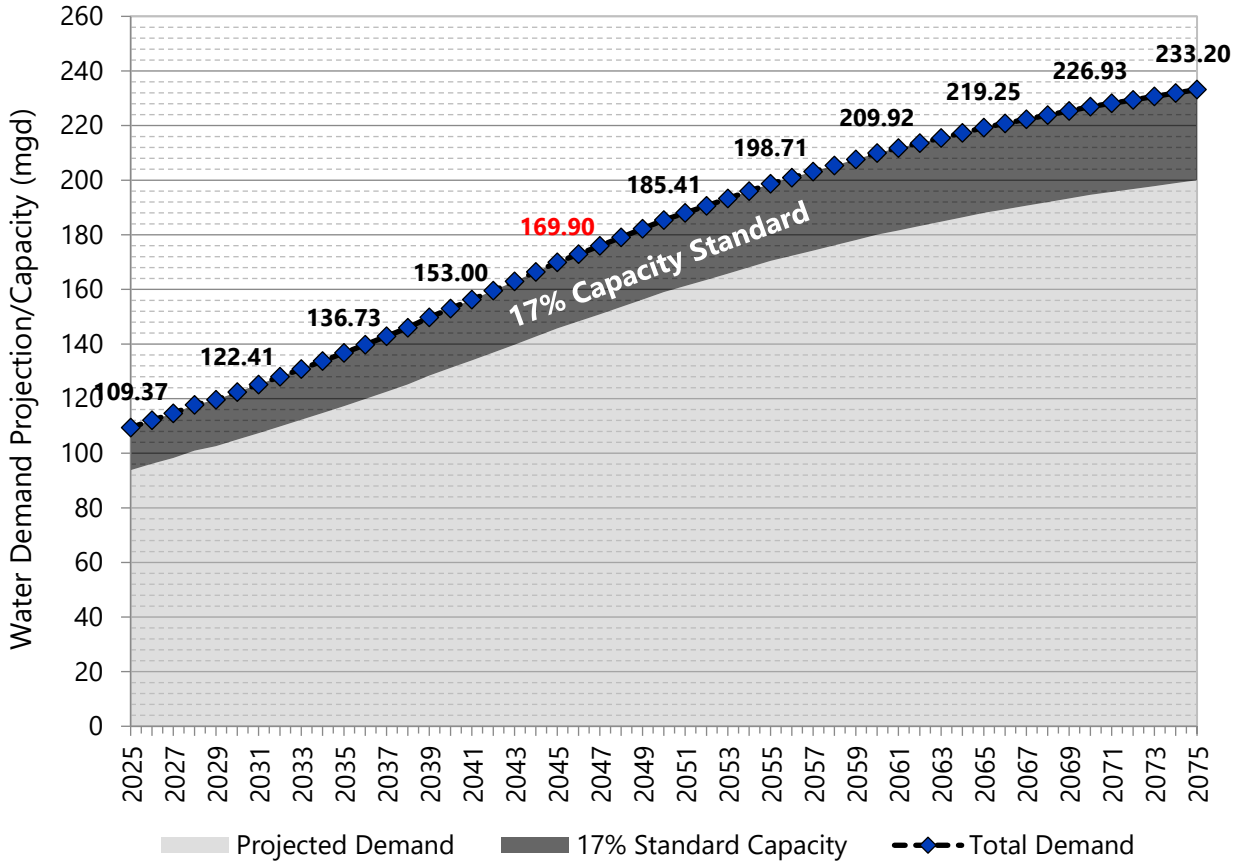

Figure 5.10 Projected Demand and Finished Capacity through 2075 – High Range Projection

SECTION 6 HISTORICAL PEAKING FACTOR ANALYSIS

This section summarizes the Authority's water allocations to each Customer and evaluates the historical peaking factors of actual Customer use as compared to the contractual peaking factors.

6.1 Master Water Supply Contract Allocations and Peaking Factors

The Authority's 2005 MWSC allocates water quantities from the Peace River Facility (PRF) to its customers. The Second Amendment to the MWSC, executed in August 2015, outlines allocations for annual average daily flow (AADF), peak month (PM), and maximum day (MD) quantities for each Customer. The Authority finalized the third amendment to the MWSC on December 4, 2024, to increase the contractual allocations by 18.0 mg, in conjunction with its 18 mgd Surface Water System Expansion Project (SWSEP), starting in fiscal year 2028.

The historical and current total AADF, PM, and MD quantity allocations outlined in the Second Amendment are summarized in Table 6.1, along with the corresponding PM peaking factor (PM/AADF) and MD peaking factor (MD/AADF). Table 6.2 provides the existing Authority allocations per customer.

Table 6.1 Historical and Future Contractual Water Allocations

Fiscal Year	Total Annual Average Daily Flow (mgd)	Total Peak Month (mgd)	Total Maximum Day (mgd)	Maximum Month Peaking Factor	Maximum Day Peaking Factor
2008	18.000	23.316	27.311	1.30	1.52
2009[1]	23.001	27.954	33.594	1.22	1.46
2010	28.000	33.183	39.874	1.19	1.42
2011	32.700	38.096	45.780	1.17	1.40
2012	32.700	38.096	45.780	1.17	1.40
2013	32.700	38.096	45.780	1.17	1.40
2014	32.700	38.096	45.780	1.17	1.40
2015	32.700	38.096	45.780	1.17	1.40
2016[2]	34.700	41.652	48.580	1.20	1.40
2017	34.700	41.652	48.580	1.20	1.40
2018	34.700	41.652	48.580	1.20	1.40
2019	34.700	41.652	48.580	1.20	1.40
2020	34.700	41.652	48.580	1.20	1.40
2021	34.700	41.652	48.580	1.20	1.40
2022	34.700	41.652	48.580	1.20	1.40
2023	34.700	41.652	48.580	1.20	1.40
2024	34.700	41.652	48.580	1.20	1.40
2025	34.700	41.652	48.580	1.20	1.40
2026	34.700	41.652	48.580	1.20	1.40

Fiscal Year	Total Annual Average Daily Flow (mgd)	Total Peak Month (mgd)	Total Maximum Day (mgd)	Maximum Month Peaking Factor	Maximum Day Peaking Factor
2027	34.700	41.652	48.580	1.20	1.40
2028[3]	36.495	43.794	51.093	1.20	1.40
2029[3]	41.043	49.251	57.4602	1.20	1.40
2030[3]	41.084	49.301	57.5176	1.20	1.40
2031[3]	42.200	50.640	59.080	1.20	1.40
2032[3]	43.700	52.440	61.180	1.20	1.40
2033[3]	52.700	63.240	73.780	1.20	1.40
Following Years[4]	52.700	63.240	73.780	1.20	1.40

Notes:
(1) Increased allocation from Regional Expansion Program.
(2) Increased allocation from 1991 Rebuild Project.
(3) Increased allocation from the Surface Water System Expansion Project (SWSEP).
(4) Following years means the following years of the existing MWSC (i.e., from 2033 onwards, until a subsequent amendment to the allocations).

Table 6.2 Current Customer Contractual Water Allocations (through FY2027)

Customer	Annual Average Daily Flow (mgd)	Peak Monthly Average Day (mgd)[1]	Maximum Day (mgd)[2]
Charlotte County	16.100	19.320	22.540
DeSoto County	0.675	0.810	0.945
Sarasota County	15.060	18.084	21.084
City of North Port	2.865	3.438	4.011
Total	**34.700**	**41.652**	**48.580**

Notes:
(1) The peak month peaking factor is 1.20.
(2) The maximum day peaking factor is 1.40.

Table 6.3 lists the new average annual contractual allocations for each Customer that will be in effect by fiscal year (FY) 2033, due to the SWSEP.

Table 6.3 Future Contractual Annual Average Water Allocations (FY2033 and Onwards)

Customer	Current Allocation (mgd)	Allocation from Surface Water Expansion Project (mgd)	Total Future Allocation (mgd)
Charlotte County	16.100	3.0	19.100
DeSoto County	0.675	1.0	1.675
Sarasota County	15.060	12.0	27.060
City of North Port	2.865	2.0	4.865
Total	**34.700**	**18.0**	**52.7**

6.2 Historical Average Annual Water Usage by Customers

The annual average demands were calculated using the Authority's daily data spanning from January 2015 to December 2024. This analysis is to compare actual demands in relation to the contractual water delivered from the PRF into the regional distribution system, with the intent to observe how regional treatment facility outages and other events have impacted the historical demands.

As seen in Figure 6.1, the annual average usage never exceeded the allocated amount of 34.7 mgd.

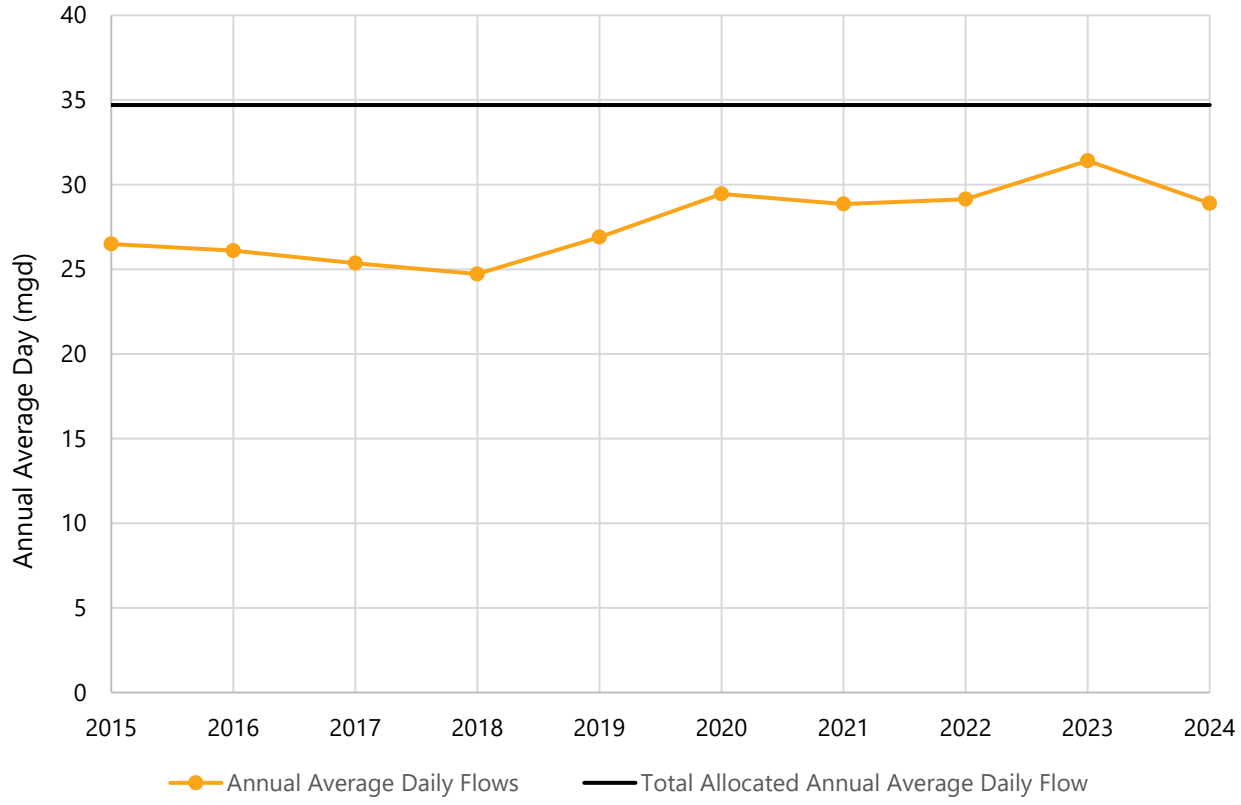

Figure 6.1 Historical Authority Production and Allocated Annual Average Flow

From 2020 to 2024, the annual average flows were relatively stable, besides the momentary increase in 2023. Figure 6.2 shows the annual average flows sent to each Customer during that time range.

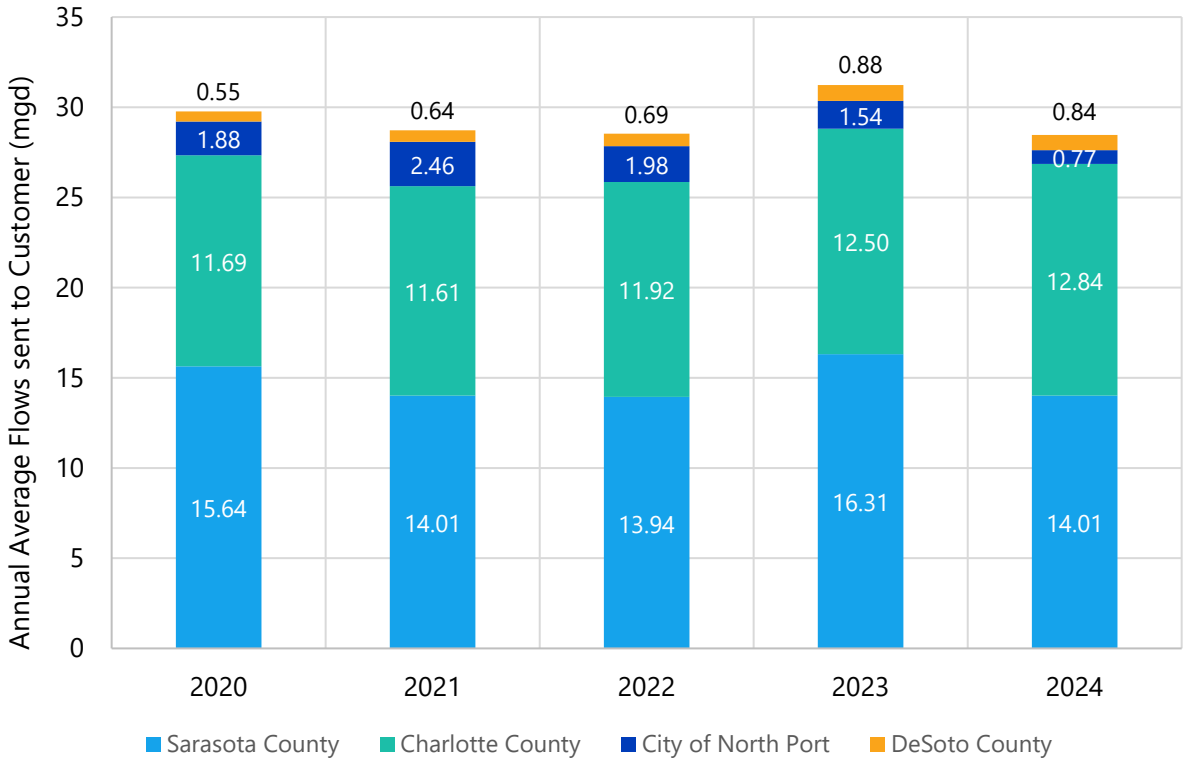

Figure 6.2 Authority Provided Annual Average Flow to Customers

During this period, Sarasota County was undergoing an expansion of their Mabry T. Carlton Water Treatment Plant (Carlton WTP) which required the WTF being offline for periods of time. The offline periods were as follows:

- March 2019 – April 2019.
- July 2020 – March 2021.
- September 2021 – November 2021.
- June 2023 – September 2023.

The flows from the Authority to Sarasota County compared to the offline periods for the Carlton WTP do show an increase in flows sent from the Authority to Sarasota County. The WTP completed its Phase 2 expansion in November 2023 to 12 mgd finished water capacity. Thus, the County used less of its Authority allocation in 2024 compared to 2023.

6.3 Historical Monthly Average Water Usage by Customers

The Authority's monthly average flows for the past five years are shown in Figure 6.3. During that time, the peak month flows did not exceed the allocated 41.652 mgd.

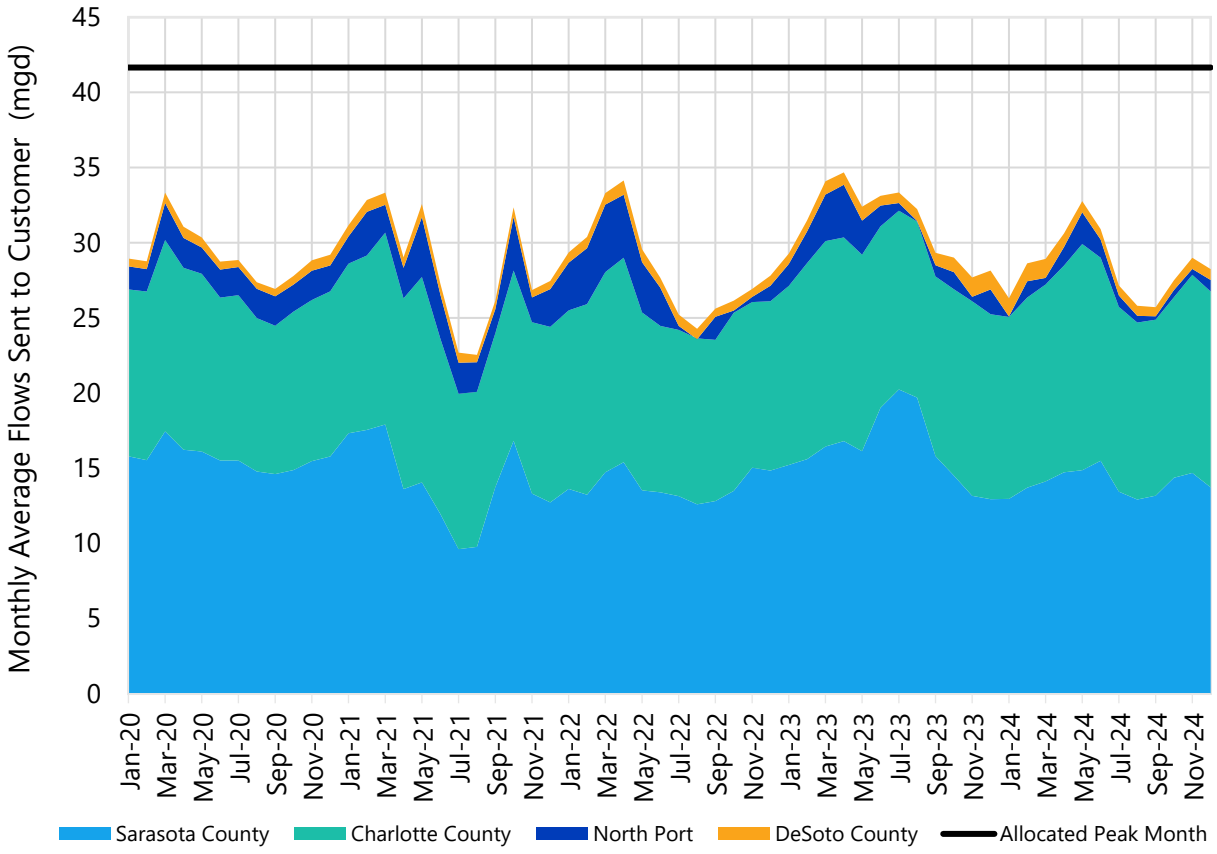

Figure 6.3 Authority Provide Monthly Average Flows to Customers

6.4 Authority PRF Peaking Factors

The peak month and maximum day peaking factors for 2014 through 2024 were calculated to determine if overall customer usage has been consistent with the MWSC peaking factors of 1.2 and 1.4, respectively. Figure 6.4 presents the peak month and maximum day peaking factors based on the actual Authority water production data.

Based on the actual customer usage as a whole, the contractual peaking factors were exceeded once in the time period in 2022 by 0.02 and 0.01 for maximum day and peak month, respectively. While there was one exceedance of the contractual peaking factors, the remaining years fell within the current contractual values indicating that the 1.2 and 1.4 peaking factors are still reasonable for Authority production overall. However, Section 6.5 presents the peaking factors of the Customers individually and demonstrates that single Customers may have higher peaks, although not all occurring at the same time.

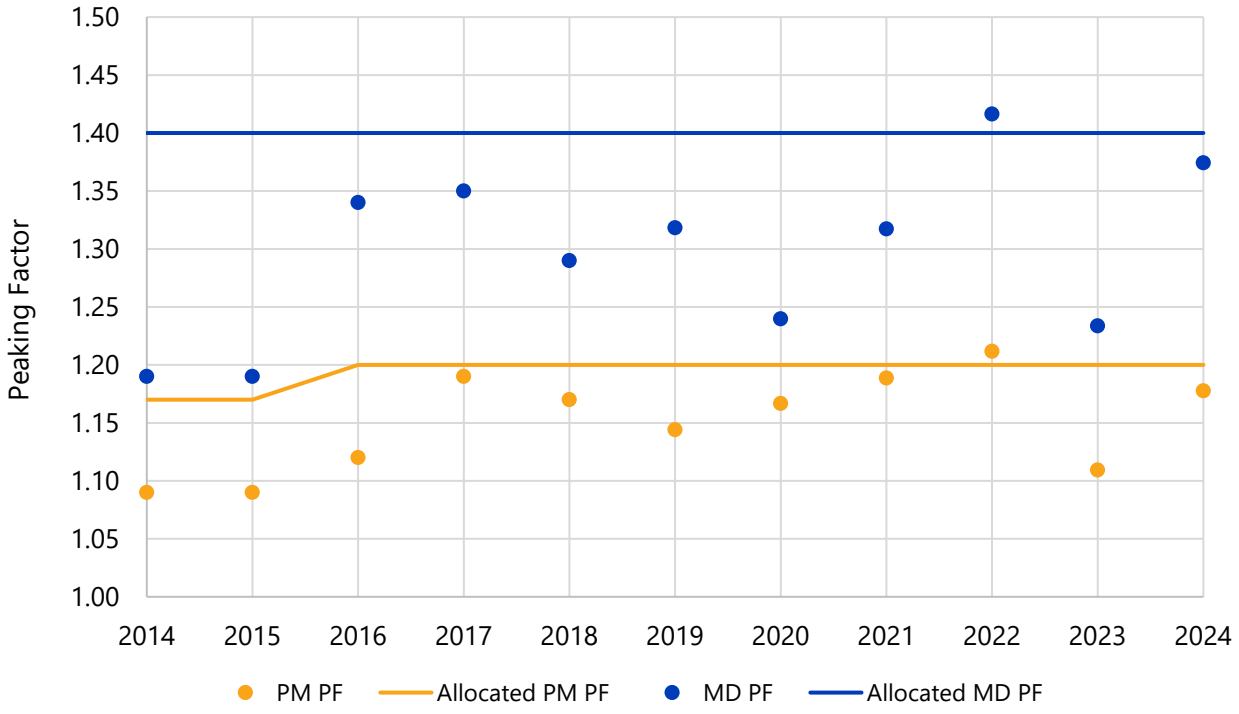

Figure 6.4 Historical Actual and Contractual Peaking Factors

6.5 Customer Historical Peaking Factors

Daily data from 2019-2023 was used to calculate peak month and maximum day peaking factors for each Customer and Member, both for the water purchased from the Authority as well as for their total system including both Authority provided water and self-supply. The data was obtained from Authority SCADA including meter locations to Customers, as well as data provide by the Members and Customers when available. The following sections summarize the peaking factors for each Customer and Member.

6.5.1 Charlotte County

Charlotte County receives water from the Authority and also has a small amount of water from its Burnt Store RO WTP to serve an area of the County. Figure 6.5 and Figure 6.6 show the past five years of peaking factors for flows sent from the Authority to Charlotte County and the total water demand of Charlotte County customers for peak month and maximum day, respectively.

The peak month peaking factors exceeded the 1.2 allocated PF in 2020 and 2021, while the maximum day peaking factors exceeded the 1.4 allocated PF in 2023. It should be noted that this analysis is based on peaking factors, not the total water purchased from the Authority, and a peaking factor beyond the factor in the MWSC does not constitute an exceedance of the County's allocation.

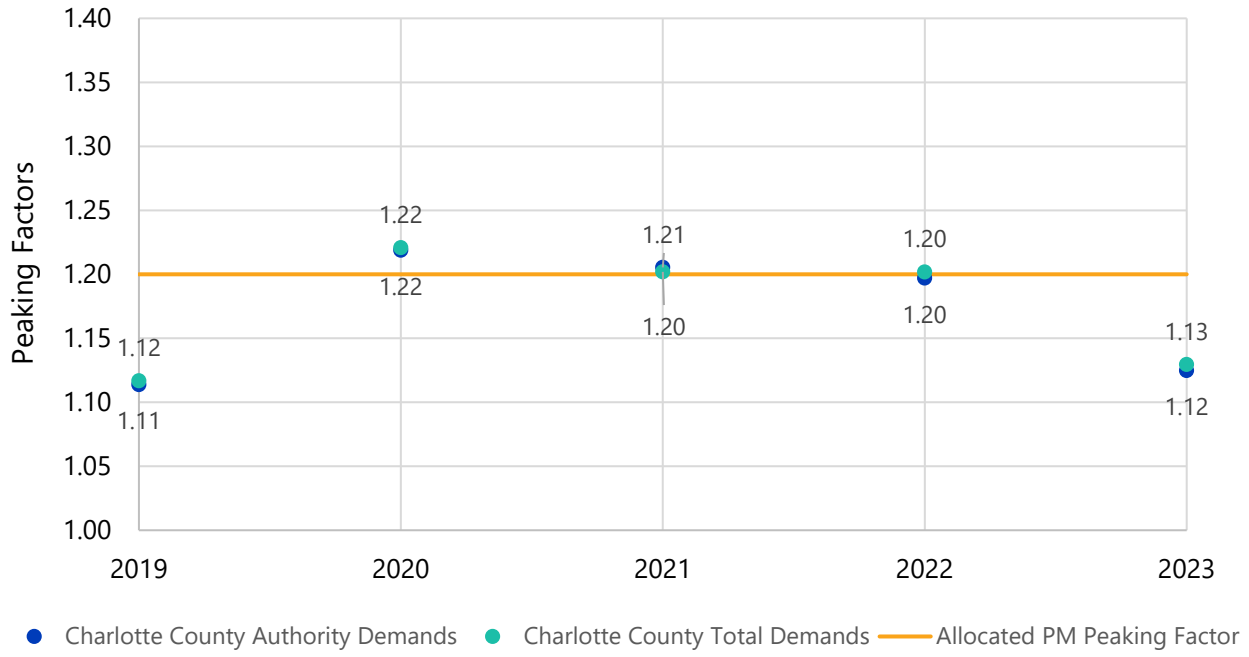

Figure 6.5 Charlotte County – Peak Month Peaking Factors

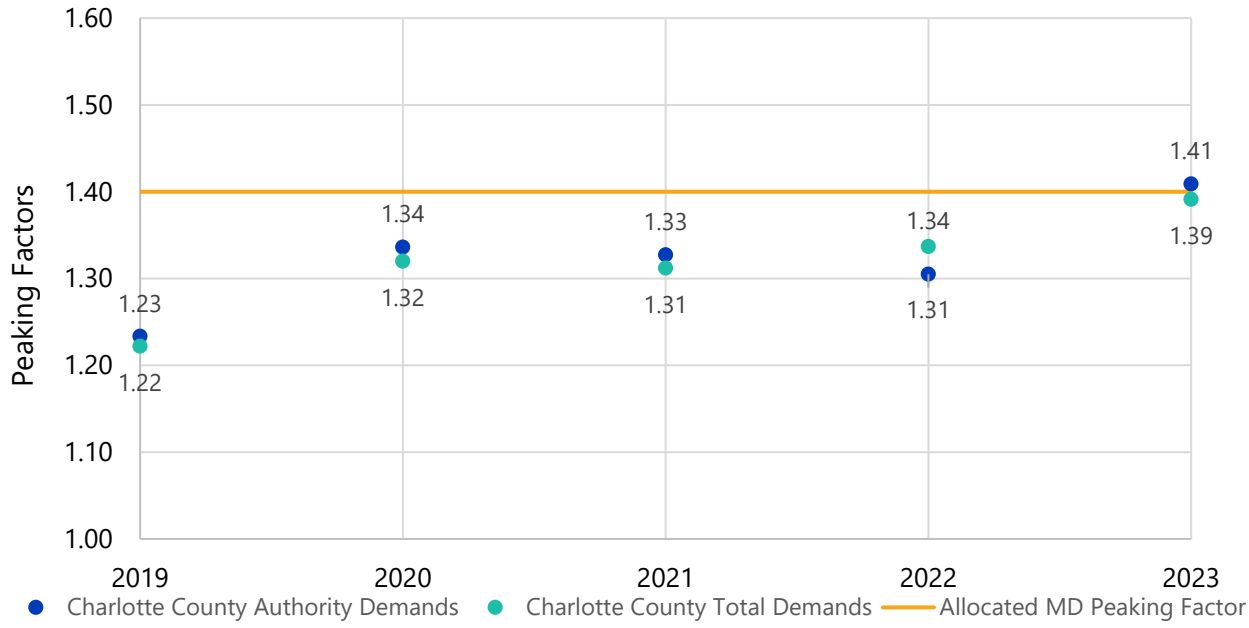

Figure 6.6 Charlotte County – Maximum Day Peaking Factors

6.5.2 Sarasota County

Sarasota County receives water from Manatee County and the Authority, as well as self-supply from the Venice Gardens WTP (now offline), seven wells along University Parkway, and the Carlton WTP. Figure 6.7 and Figure 6.8 show the past five years of peaking factors for water received from the Authority and the total Sarasota County water demand for peak month and maximum day, respectively.

The peak month peaking factors of water received from the Authority exceeded the 1.2 allocated PF in 2021 and 2023, while the maximum day peaking factors exceeded the 1.4 allocated PF in 2021, 2022, and 2023. It should be noted that this analysis is based on peaking factors, not the total water purchased from the Authority, and a peaking factor beyond the factor in the MWSC does not constitute an exceedance of the County's allocation.

As described in Section 6.2, Sarasota County was completing an improvements project at its Carlton WTP over the past five years, and the WTP was offline several times during that period. Therefore, the County relied more heavily on Authority water to meet its monthly and daily peaks.

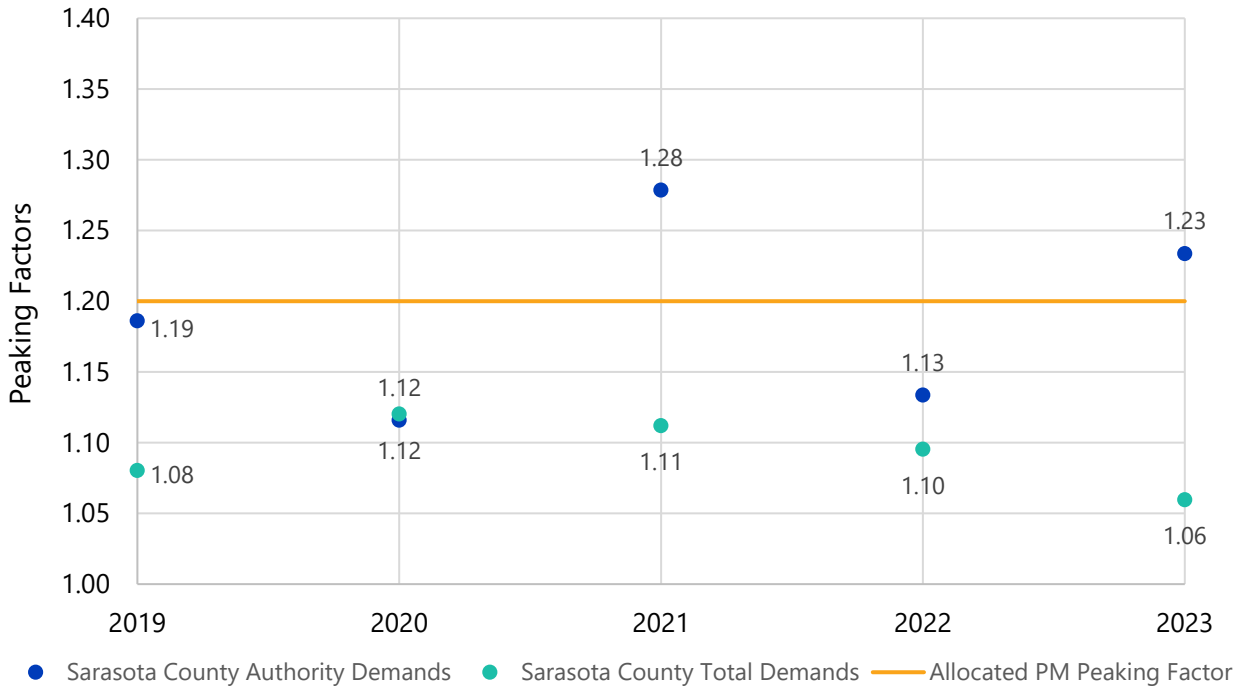

Figure 6.7 Sarasota County – Peak Month Peaking Factors

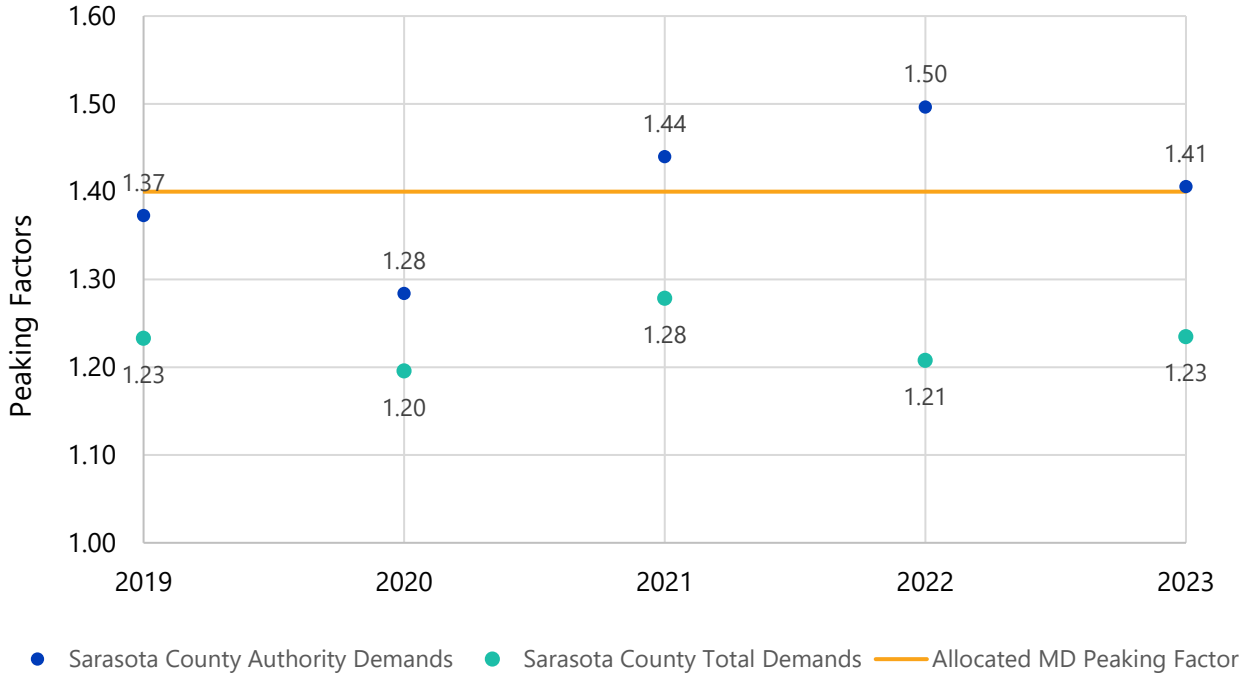

Figure 6.8 Sarasota County – Maximum Day Peaking Factors

6.5.3 DeSoto County

DeSoto County receives water from the Authority for most of its service area. An RO facility supplies water to the DCI. Figure 6.9 and Figure 6.10 show the past five years of peaking factors for flows received from the Authority and the total DeSoto County demand for peak month and maximum day, respectively.

The peak month and maximum day peaking factors exceeded the allocated PF every year. Because DeSoto County has a much smaller overall demand than the other Customers, more variation in demands throughout a year can be expected. It should be noted that this analysis is based on peaking factors, not the total water purchased from the Authority, and a peaking factor beyond the factor in the MWSC does not constitute an exceedance of the County's allocation.

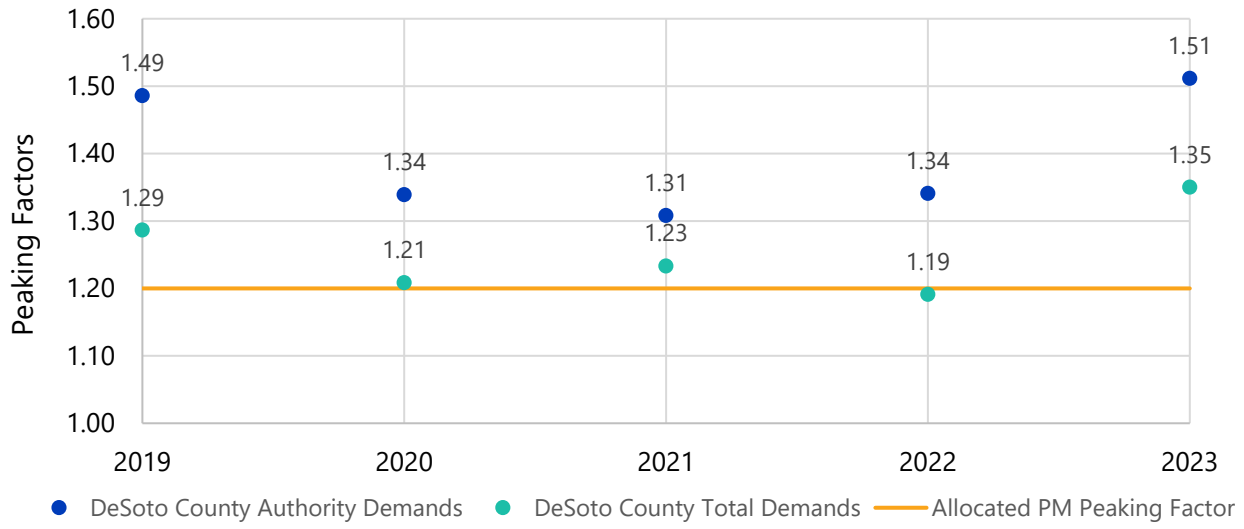

Figure 6.9 DeSoto County – Peak Month Peaking Factors

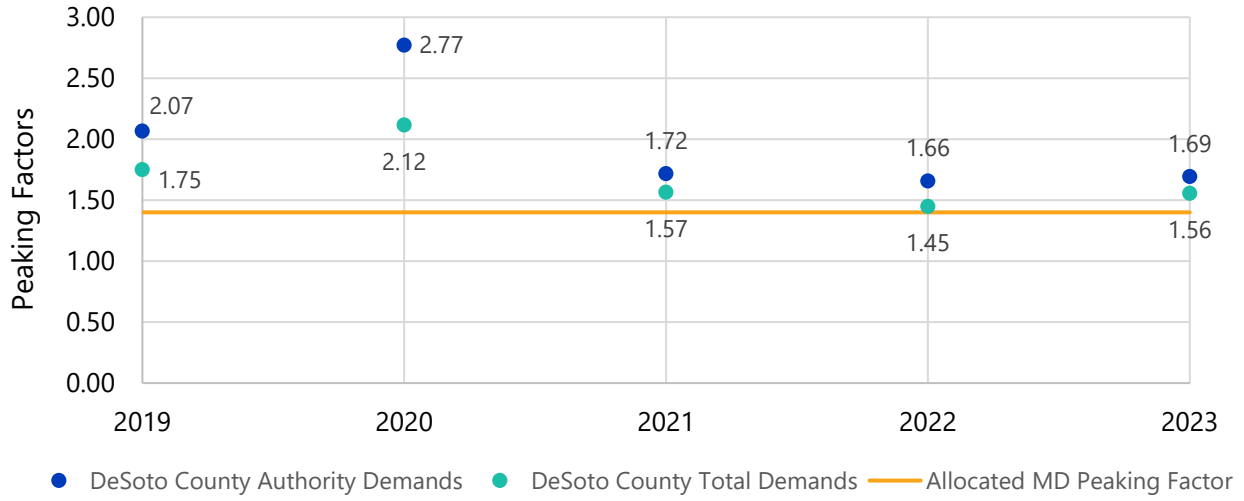

Figure 6.10 DeSoto County – Maximum Day Peaking Factors

6.5.4 City of North Port

The City of North Port receives water from the Authority, its Myakkahatchee Creek WTP, and its Southwest RO WTP. Figure 6.11 and Figure 6.12 show the past five years of peaking factors for water received from the Authority and the total North Port demand for peak month and maximum day, respectively. Daily data was not available for comprehensive North Port demands. The maximum day peaking factors in Figure 6.12 are based on Authority metered flow to the City.

The peak month and maximum day peaking factors exceeded the allocated PF every year, respectively. Similar to DeSoto County, the City of North Port has a relatively smaller demand than the other Customers, so more variation in demands throughout a year can be expected. It should be noted that this analysis is based on peaking factors, not the total water purchased from the Authority, and a peaking factor beyond the factor in the MWSC does not constitute an exceedance of the County's allocation.

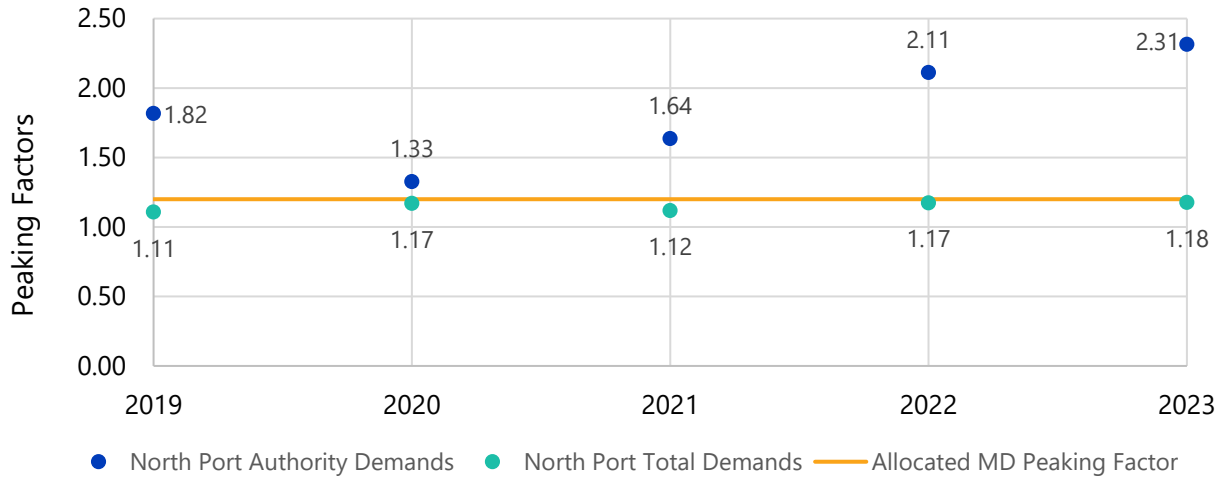

Figure 6.11 City of North Port – Peak Month Peaking Factors

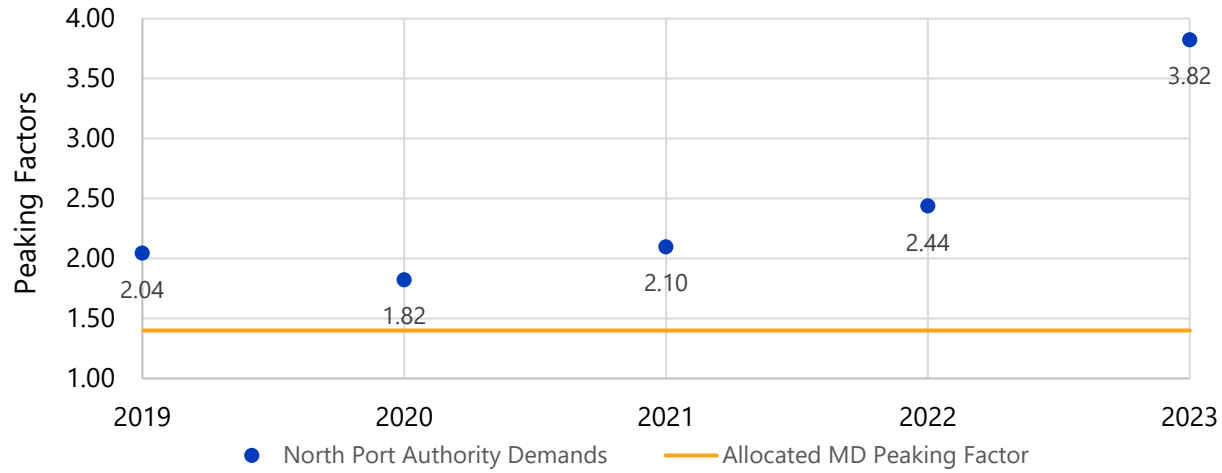

Figure 6.12 City of North Port – Maximum Day Peaking Factors

6.5.5 Manatee County

Manatee County solely produces flows from the Lake Manatee WTP. Figure 6.13 shows the past five years of peaking factors for peak month and maximum day demands for Manatee County.

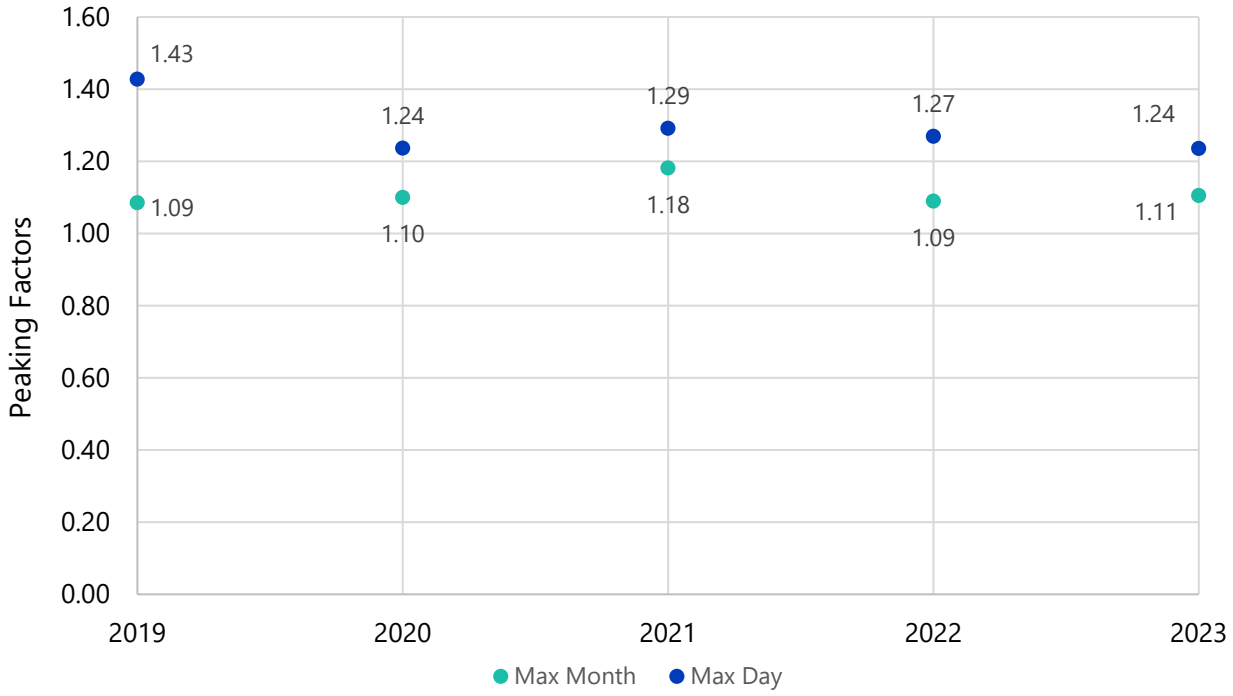

Figure 6.13 Manatee County – Peak Month and Maximum Day Peaking Factors

SECTION 7 SUMMARY AND CONCLUSIONS

This TM summarizes the various water demand projections used to forecast future demands of the region including the Authority Members and Customers. The seven demand methodologies analyzed as part of the IRWSP 2025 are as follows:

1. SWFWMD Draft 2025 RWSP (January 29, 2025).
2. Customer 2025 Projections.
3. Customer 2025 Adjusted.
4. Actual Historical (2004-2024) Use.
5. BEBR High.
6. BEBR Medium.
7. BEBR Estimated Population Last 20 Years (2004-2024).

The SWFWMD methodology is based on the demand projections developed for its Draft 2025 RWSP. The Customer 2025 and Customer 2025 adjusted methodologies employ a 2.23 percent annualized growth rate but differ in their starting point for projections with the Customer 2025 methodology using customer values while Customer 2025 Adjusted uses actual 2024 usage (86.81 mgd) as the baseline starting point for the projection. The Actual Historical Use methodology also uses the 2024 actual demand (86.81 mgd) as the baseline; however, this methodology uses a 2.09 percent average growth rate, which is the annualized average growth rate of the actual historical use from 2004 to 2024.

The BEBR methodologies relies on population data. Though both the SWFWMD and BEBR methodologies rely on population data, they each result in different population values. This disparity stems from the SWFWMD's inclusion of factors such as seasonal residents and tourists as well as defined water service areas, aspects not addressed in BEBR's countywide estimates.

To gain a more comprehensive understanding, this TM compares the various demand forecasting methodologies. The 2015 IRWSP "Most Probable Demands" were compared with actual water usage data from 2015 to 2024. The 2020 IRWSP "Most Probable Demands" were compared with actual water usage data from 2020 to 2024. From this analysis, it was determined that the previous 2015 and 2020 IRWSP “Predicted High” (Customer Projection 2014 and 2018) most closely predicted the actual 2020 to 2024 demands.

The 2015 and 2020 IRWSP recommended disregarding the highest and lowest of the seven methodologies to identify a “Most Probable Range of Demands”. The 2025 IRWSP recommends keeping the “High Projection” (Customer 2025) while disregarding the lowest projection which is the SWFWMD Draft 2025 RWSP demands. The 2015 and 2020 IRWSP selected the Median Projection as the Most Probable Demand. This 2025 IRWSP also recommends selecting the Median Projection value as the “Most Probable Demand.” It is likely that demands may fall between the Median and High Projection range, and therefore the “High Projection” (Customer 2025) will be used to evaluate potential water supply options.

Incorporating the "17% Capacity Standard" acts as a buffer to provide sufficient water supply capacity to meet projected demands and account for unforeseen circumstances. This standard incorporates a 6% Rotational Reserve and a 90% Capacity Standard.

Table 7.1 summarizes the recommended Most Probable Demand based on the Median Projection, along with the required finished water treatment capacity.

Table 7.1 Total Finished Capacity Required for Recommended Most Probable Demand

Year	Projected Demand (mgd)	17% Capacity Standard (mgd)	Total Finished Capacity Required (mgd)
2025	91.11	15.12	106.23
2030	100.19	16.63	116.82
2035	109.25	18.13	127.38
2040	118.58	19.68	138.26
2045	127.80	21.21	149.01

By examining various methodologies and acknowledging their inherent limitations, the Authority can make informed decisions regarding future water supply needs and infrastructure development. The adoption of the Most Probable Demand based on the Median projection along with the 17% Capacity Standard will provide a reliable water supply for the Authority's customers for years to come.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

REGULAR AGENDA
ITEM 4

5-Year Capital Improvement Plan & 20-Year Capital Needs Assessment

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Presenter - Mike Knowles, Director of Engineering

Recommended Action - **Motion** to approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2026-2045.

The 5-Year CIP and 20-Year CNA document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over the 20-year planning period pursuant to the Integrated Regional Water Supply Plan 2020 Update and Draft 2025 Update. Capital planning drives the planning, design, and construction of significant infrastructure projects forecasted to serve the region's needs. These projections must be coordinated with financial planning, selection of engineering consultants, and acquisition of internal resources to complete these projects by the time they are needed. There are two schedule horizons in the Authority's capital planning efforts: the 5-Year Capital Improvement Plan (CIP), which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA), which includes the 5-Year CIP and also looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2026 through FY 2030 currently includes the following:

Regional Transmission Projects	$28,784,095	4.4%
Water Supply Projects	$618,781,536	93.9%
Other Projects	$11,172,500	1.7%
Total	**$658,738,131**	**100%**

And the 20-Year CNA, beginning in FY 2026 through FY 2045, includes the following:

Regional Transmission Projects	$264,899,439	22%
Water Supply Projects	$890,761,536	75%
Other Projects	$39,957,600	3%
Total	**$1,195,618,575**	**100%**

Capital planning has also identified $**112** million in offsetting cooperative grant funding opportunities for projects within the 5-year CIP projects based upon past generous participation by the Southwest Florida Water Management District, the Florida Department of Environmental Protection (Alternative Water Supply Grant), and the State of Florida Appropriations.

Budget Action – No action is required.

Attachments:
Tab A Presentation Materials
Tab B 5-Year CIP and 20-Year CNA

TAB A
Presentation Materials

5-Year Capital Improvement Plan And 20-Year Capital Needs Assessment

Regular Agenda Item No. 4

June 4, 2025

Peace River Manasota Regional Water Supply Authority

1

01 Schedule & Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 Motion

2

Schedule

Receive additional comments from Board/Professional Staff

Professional Staff were provided the Draft 5-Year CIP and 20-Year CNA.

Incorporate comments/edits from Professional Staff and April Board for final review.

April 2025 Board comments and Professional Staff meeting held May 2025 incorporated.

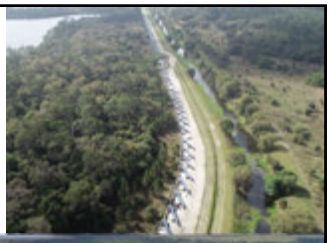
Present 5-CIP and 20-Year CNA to Board for approval on June 4th, 2025, meeting

Board consideration of 5-Year CIP and 20-Year CNA will be incorporated into the final FY2026 Budget.

3

Overview – By The Numbers

18 Projects Identified in next 20 years

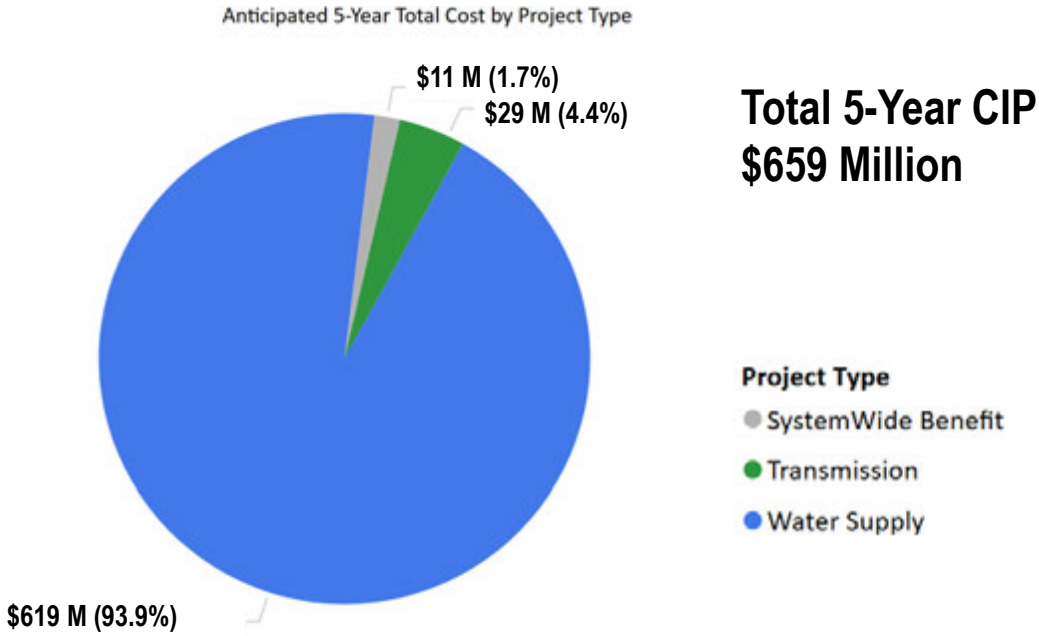


- 8 Regional Water Transmission Projects
  - 4 in 5-Year CIP
- 5 Water Supply Projects
  - 2 in 5-Year CIP
- 5 System-Wide Benefit Projects
  - 2 in 5-Year CIP

Costs and timing of the Capital Projects are coordinated with Member's Professional Staff and the Southwest Florida Water Management District.

4

Proposed Capital Improvements Plan 2026 - 2030



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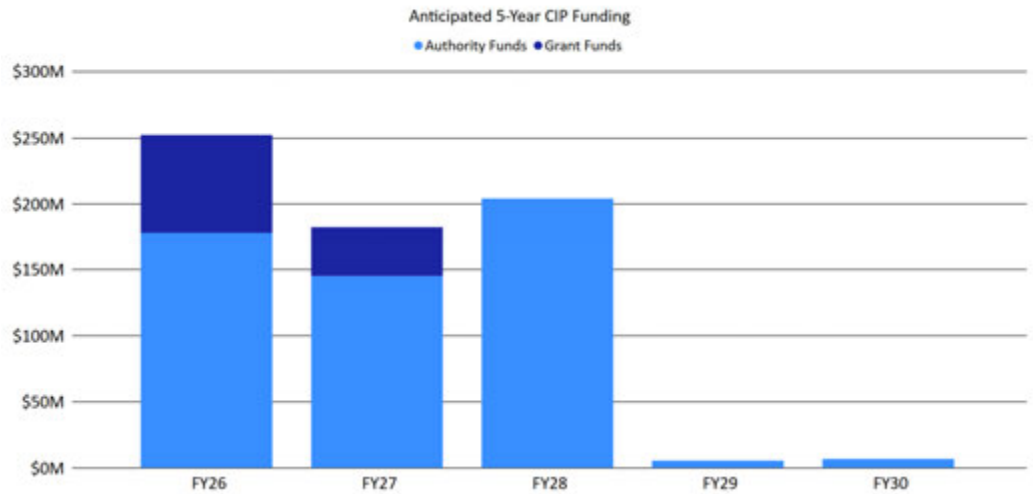
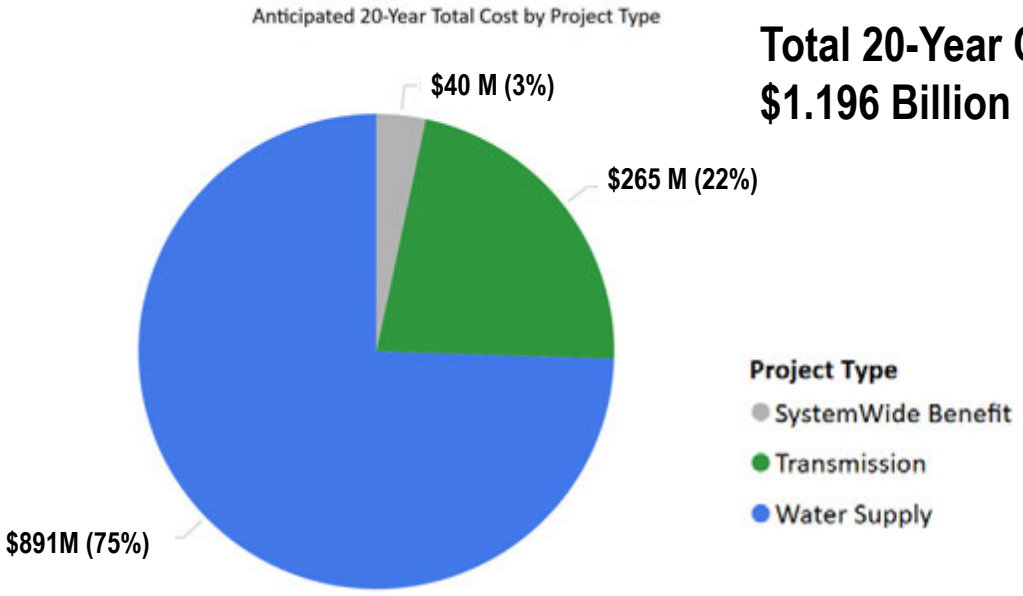
Proposed Capital Improvements Plan 2026 - 2030



Total Investment Planned Over the next 5-Year CIP	Authority Funds	Grant Funds (SWFWMD / State / Federal)
$658,738,131	$ 546,860,894	$ 111,877,237

6

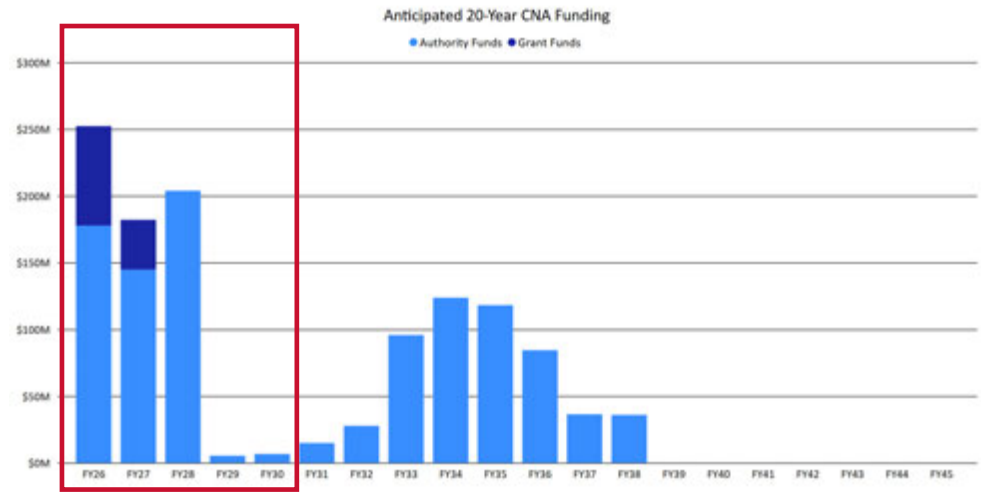
Proposed Capital Needs Assessment 2026 - 2045



Total 20-Year CNA
$1.196 Billion

7

Proposed Capital Needs Assessment 2026 - 2045



Total Investment Planned Over the next 20-Year CNA	Authority Funds	Grant Funds (SWFWMD / State / Federal)
$1,195,618,575	1,083,741,338	$ 111,877,237

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01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 Motion

9

Water Supply Program

Surface Water Supply Expansion Project

- **PR3** – New 9 Billion Gallon Reservoir; Intake and Pump Station on the Peace River; Reservoir Pump Station and Conveyance System.
- **PRF Expansion** – Plant Capacity increase to support 18 MGD AAD Demands in conjunction with PR3

10

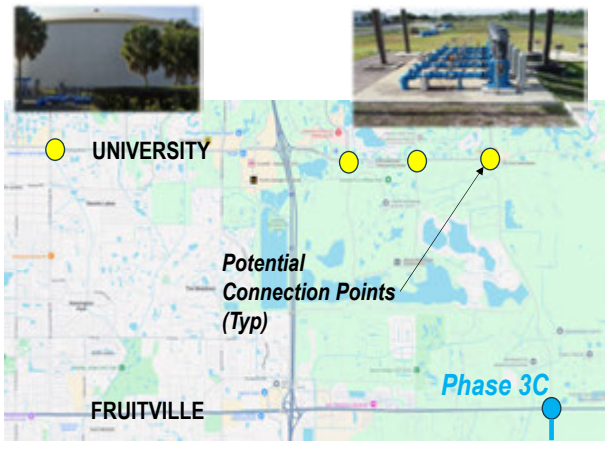
4 Transmission System Projects (2 of 4)

Phase 2B Pipeline
13 miles of 42” diameter water transmission main (WTM) to serve growing demands in western Charlotte County.
Construction Started March ‘24.

Phase 3C Pipeline
8 miles of 42” diameter WTM, storage, and pump improvements to serve growing demands in northeast Sarasota County.
Construction Started October ‘23

11

4 Transmission System Projects (2 of 4)



Phase 3C Extension Pipeline
36”/42” diameter transmission main to connect to Manatee County.
Feasibility Study & Routing – Aug 2025

Kings Highway
2 miles of 24” diameter transmission main relocations associated with road widening
Construction Start December 2029

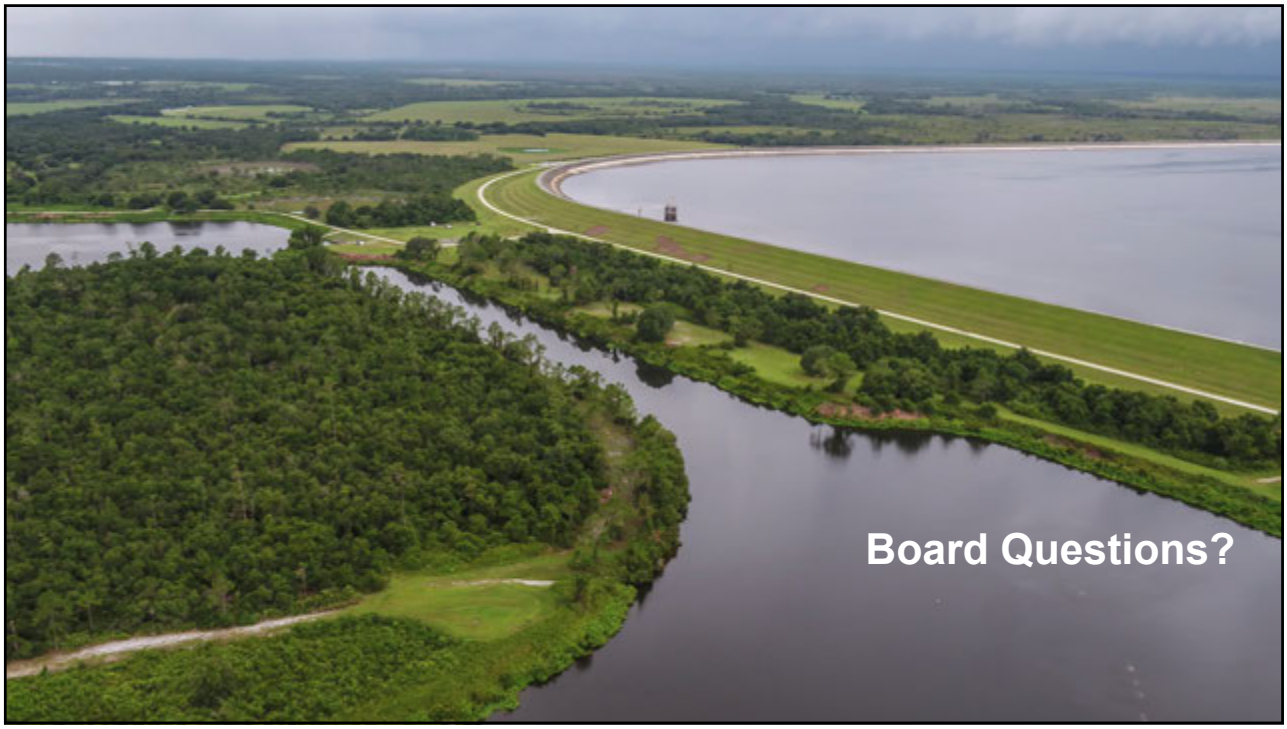
12

2 System-Wide Benefit Projects

Water Resources/Construction Department Building – Construction of a new 5,000 SF Administration/Laboratory building to replace the existing 60-year-old Water Resources Building.

RV Griffin Reserve Solar Array – Construction of a new 2-megawatt solar array currently proposed on the RV Griffin Reserve

13



14

01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 **Motion**

15

Board Motion:

To approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2026-2045.

Peace River Manasota
Regional Water Supply Authority

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TAB B
5-Year CIP and 20-Year CNA

Peace River Manasota
Regional Water Supply Authority

5-Year Capital Improvement Plan
and
20-Year Capital Needs Assessment

Fiscal Period: 2026 – 2045

"Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system"

June 4, 2025

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Overview

The Peace River Manasota Regional Water Supply Authority's 5-Year Capital Improvements Plan (CIP) and 20-Year Capital Needs Assessment (CNA) reflect comprehensive plans of proposed capital projects to meet the region's water supply needs. These plans are primarily a planning vehicle which is adjusted annually subject to the shifting needs and priorities of the region and also as projects grow closer to implementation and so become more refined in both scope and cost. The CIP and CNA documents reflect the collective input of many stakeholders and is useful to those parties in understanding and communicating both funding obligations as well as grant funding opportunities associated with future projects. The CIP and CNA are developed with oversight of the Water Supply Authority's Board of Directors and are consistent with Board Policy, our Vision, our Mission Statement and the Strategic Plan. Although there is no policy establishing a minimum value for a project to be considered a CIP/CNA project, they typically reflect projects expected to cost more than $1 million. The Authority is continually in the process of updating and expanding its Water Supply Facilities to serve increasing demand, capacity requirements, and new regulatory requirements and improve and upgrade existing infrastructure, which will provide service to the members increasing demand.

Capital Improvement Projects are categorized into three primary categories: (1) New Water Supply Projects, (2) Regional Transmission System Projects, and (3) System Wide Benefit Projects:

New Water Supply Projects

Includes projects that provide expansion of the Authority's Water Supply Facilities and appurtenances or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply. This category also includes any water conveyance projects needed for water supply. These projects are funded in accordance with the Master Water Supply Contract (MWSC). The 5-year CIP plan is anticipated to add an additional 18 MGD of average day safe yield.

Regional Transmission System Projects

Includes transmission pipelines and, where needed, remote storage and booster pumping facilities to improve or extend delivery of water within the regional system. These projects generally interconnect members/customers based on need and bolster plant-to-plant connections to facilitate rotational supply capability for droughts and other emergencies. Also includes projects whereby elements of the regional transmission system must be relocated. The 5-year CIP plan is anticipated to add an additional 23 miles of transmission pipelines and the 20-year CNA is anticipated to add an additional 45 miles of transmission pipelines.

System Wide Benefit Projects

Is defined as any capital project of shared benefit to Authority Members and Customers. System Wide Benefit CIP Projects exclude Renewal and Replacement and New Water Supply Projects and funding will be established on project-specific basis as approved by the Board. System Wide Benefit Projects will generally exceed $500,000 but fall below $5,000,000 in anticipated cost for implementation and may include the following general types of projects:

- New buildings, or expansion of an existing building, at Authority water supply facilities;
- Projects which improve the performance, enhance treatment capability or improve water quality in the Authority’s water supply system;
- Projects which bolster resiliency and reliability of the Authority’s water supply system;
- Projects which promote sustainability, safety and system security of the regional water system;
- Projects involving major facility control/communications system upgrades; and
- Any other project so designated by the Authority Board of Directors.

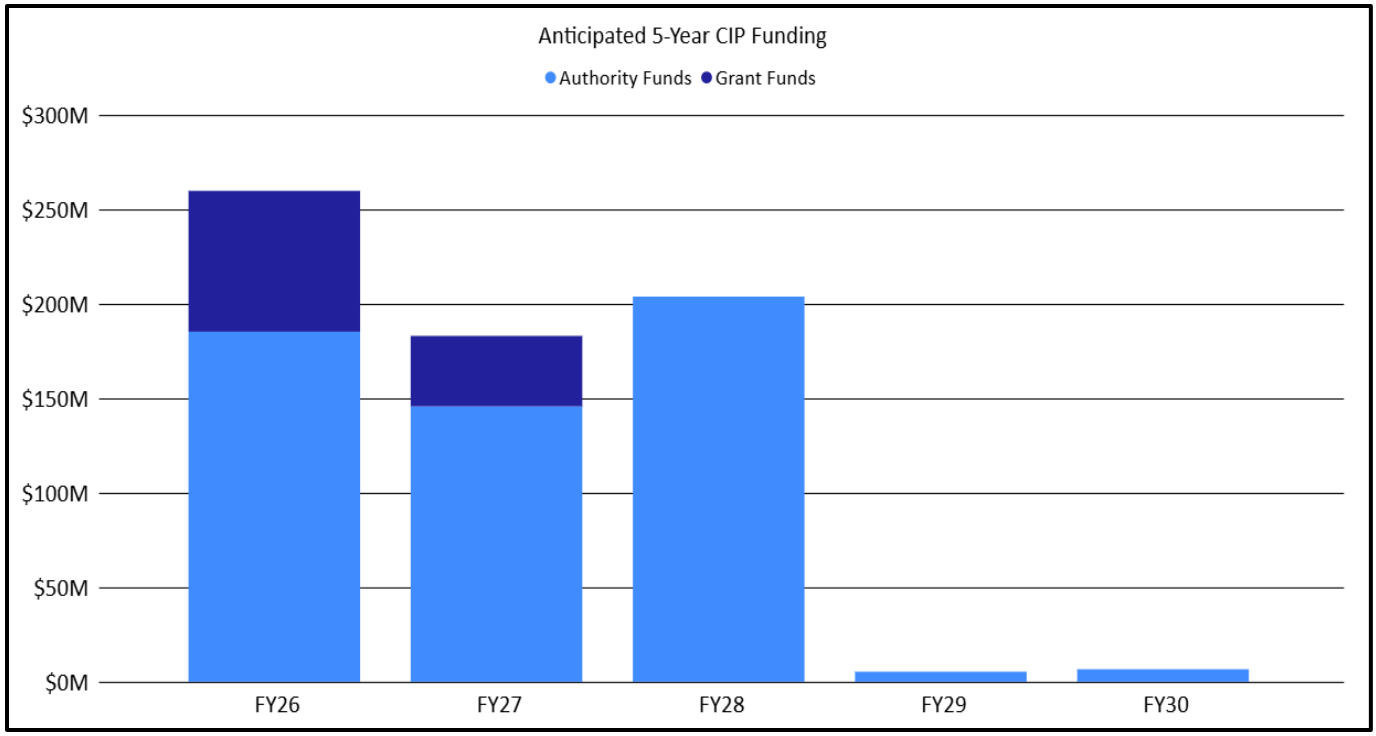
Peace River Manasota
Regional Water Supply Authority

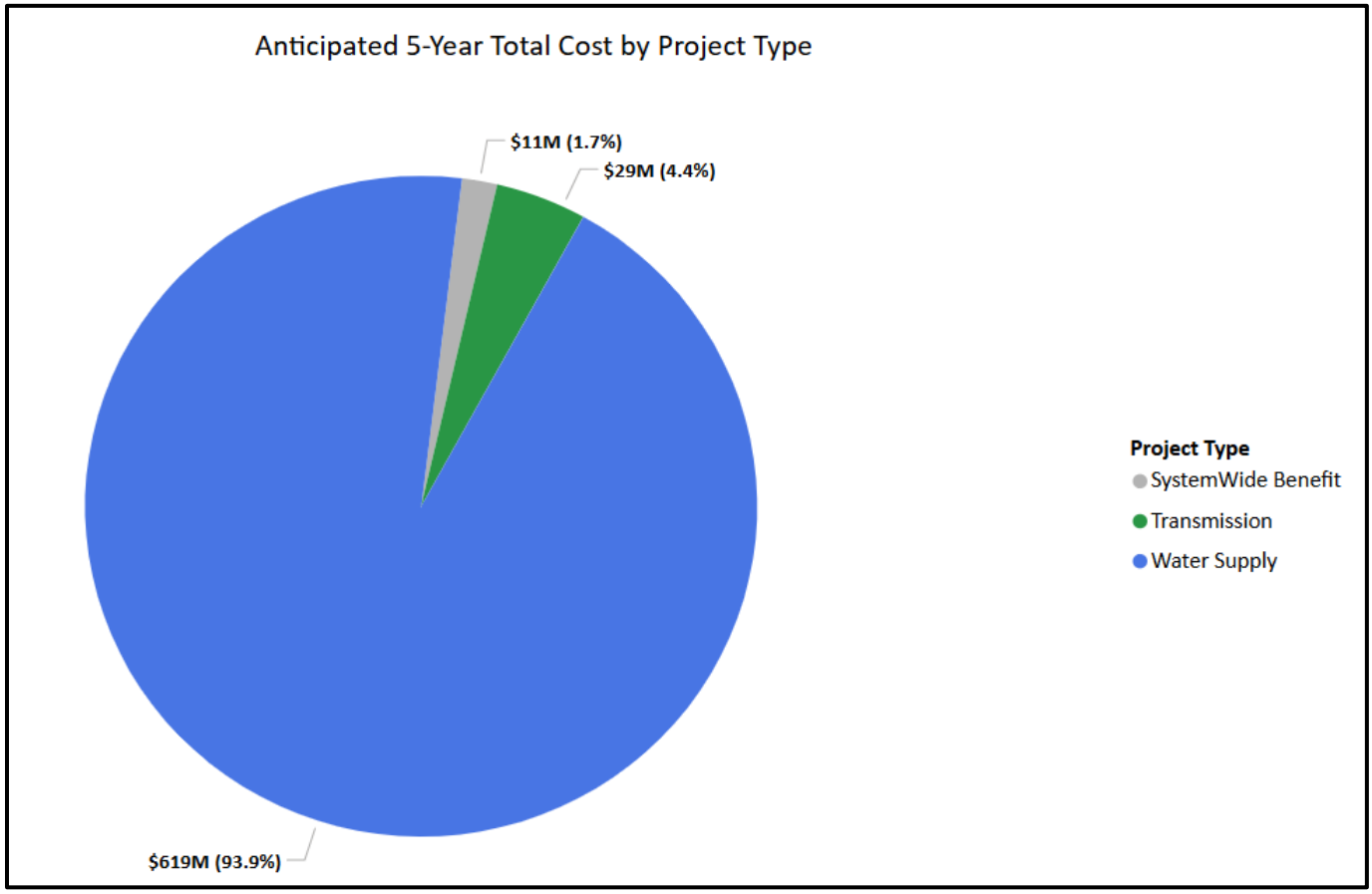
5-Year Capital Improvement Plan

Fiscal Period: 2026 – 2030

"Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system"

5-Year Capital Improvement Plan Summary



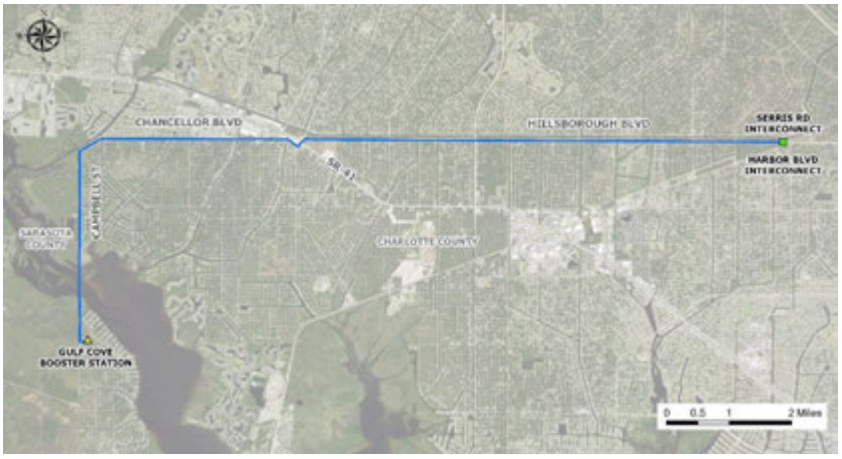


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 2B

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	The project is comprised of 13 miles of 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward, crossing the Myakka River and terminating at the Charlotte County Gulf Cove Water Booster Pump Station. This segment of the regional integrated loop system will boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects. This project is currently being delivered as a progressive design build project with a scheduled substantial completion date of March 1, 2026.

Project Location or Concept Sketch

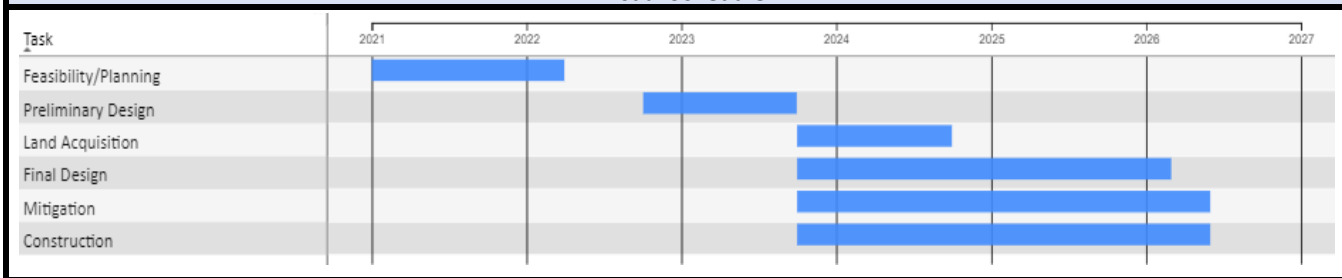


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	Sources of Funding: SWFWMD Grant	Sources of Funding: State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 200,000	$ 100,000	$ 100,000	$ -
Preliminary Design	Oct-22	Sep-23	$ 5,100,000	$ 2,850,000	$ 750,000	$ 1,500,000
Land Acquisition	Oct-23	Sep-24	$ 300,000	$ 300,000	$ -	$ -
Final Design	Oct-23	Mar-26	$ -	$ -	$ -	$ -
Mitigation	Oct-23	Jun-26	$ 200,000	$ 200,000	$ -	$ -
Construction	Oct-23	Jun-26	$ 82,595,000	$ 47,595,000	$ 35,000,000	$ -
Total Costs			***$ 88,395,000***	***$ 51,045,000***	***$ 35,850,000***	***$ 1,500,000***

Construction Costs include Design Build Team Final Design and Construction Phase Services

Visual Schedule

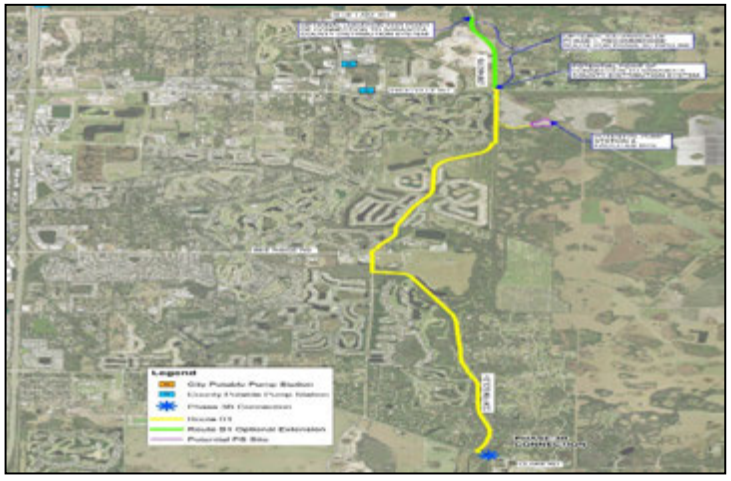


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 3C

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	The Phase 3C Regional Integrated Loop project will consist of approximately 8 miles of 42" diameter water main installed between Clark Rd (SR72) northward to the vicinity of Fruitville Rd and Lorraine Rd in northern Sarasota County and pumping/storage improvements at the Carlton facility. This project will extend the regional transmission main system northward towards Manatee County and serve the growing water needs in northeastern Sarasota County. This project is scheduled to be completed via Progressive Design Build delivery method.

Project Location or Concept Sketch

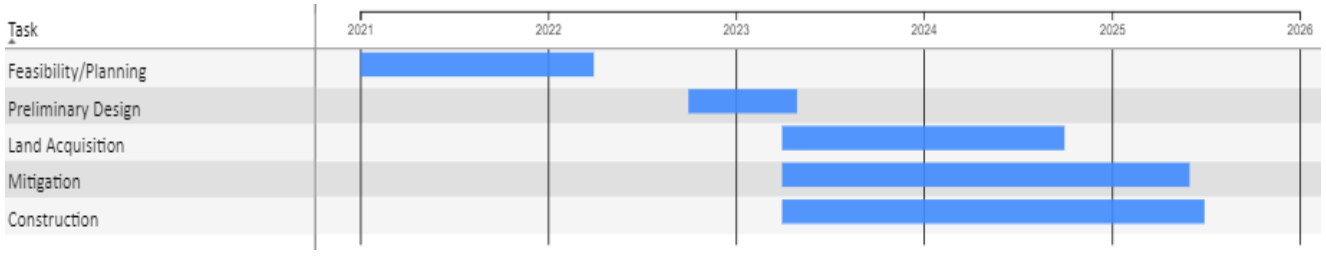


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 300,000	$ 150,000	$ 150,000	$ -
Preliminary Design	Oct-22	Apr-23	$ 4,694,450	$ 3,444,450	$ 1,250,000	$ -
Land Acquisition	Apr-23	Oct-24	$ 2,100,000	$ 2,100,000	$ -	$ -
Final Design			$ -	$ -	$ -	$ -
Mitigation	Apr-23	Jun-25	$ 50,000	$ 50,000	$ -	$ -
Construction	Apr-23	Jun-26	$ 65,405,550	$ 38,855,550	$ 24,050,000	$ 2,500,000
Total Costs			***$ 72,550,000***	***$ 44,600,000***	***$ 25,450,000***	***$ 2,500,000***

Construction Costs include Design Build Team Final Design and Construction Phase Services

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Reservoir 3

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	Reliability Modeling reflects that 9 BG additional raw water storage combined with recently permitted 258 MGD of river diversion pumping, increased raw water conveyance capacity and treatment plant capacity expansion can provide an additional annual average day safe yield of 18 MGD out of this system. The new river pumping facility, raw water pipelines, footprint, and location of the new reservoir and the manner in which it will connect to the existing storage reservoirs.

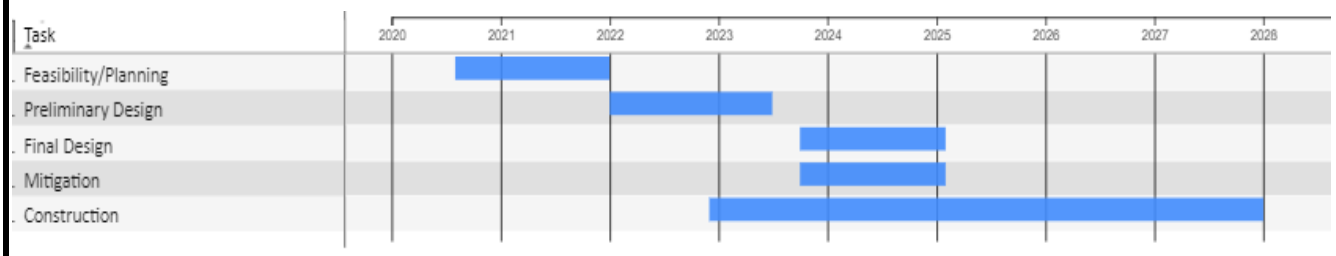
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Aug-20	Dec-21	$ 1,500,000	$ 875,000	$ 625,000	$ -
Preliminary Design	Jan-22	Jun-23	$ 7,250,000	$ -	$ -	$ 7,250,000
Land Acquisition	Oct-23	Dec-24	$ 500,000	$ 500,000	$ -	$ -
Final Design	Oct-23	Jan-25	$ 9,500,000	$ 1,000,000	$ 1,000,000	$ 7,500,000
Mitigation	Oct-23	Jan-27	$ 20,000,000	$ 20,000,000	$ -	$ -
Construction	Oct-23	Oct-28	$ 439,398,839	$ 304,648,839	$ 114,700,000	$ 20,050,000
Total Costs			***$ 478,148,839***	***$ 327,023,839***	***$ 116,325,000***	***$ 34,800,000***

Construction Costs include Consultant Engineers oversight

Visual Schedule

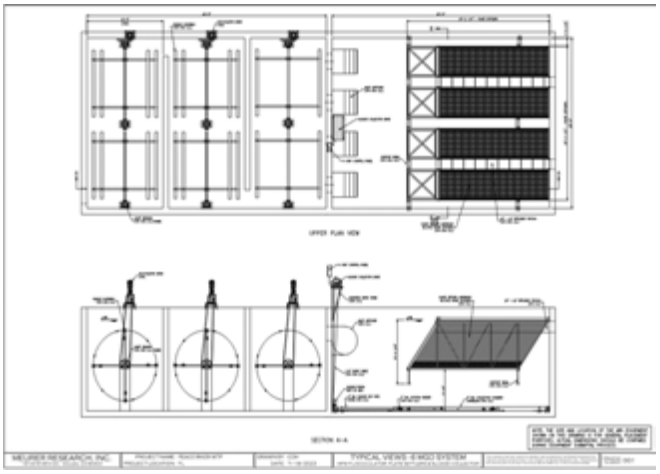


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

PRF Expansion

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	As one component of the Authority's Surface Water Supply Expansion Project, The Peace River Facility (PRF) Expansion - Final Design and Construction Project (Project) consists of final design, permitting and construction of a 24 MGD expansion of the PRF Water Treatment Plant. The Project also includes new chemical storage and pumping facilities, a new blending tank and the associated yard piping and electrical improvements.

Project Location or Concept Sketch

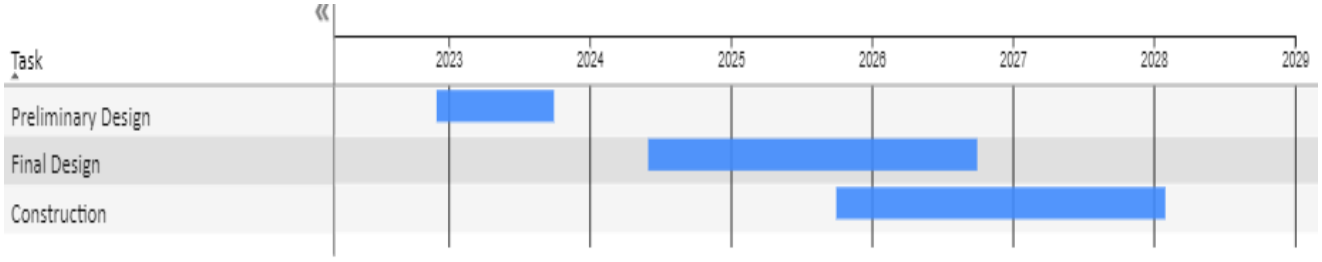


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Dec-22	Oct-23	$ 1,982,070	$ 1,982,070	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Jun-24	Oct-26	$ 16,985,696	$ 16,985,696	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Oct-25	Jun-28	$ 195,967,468	$ 195,967,468	$ -	$ -
Total Costs			***$ 214,935,234***	***$ 214,935,234***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

RV Griffin Solar Array

Project Type	Project Description
[ ] Water Supply [ ] Transmission [X] SystemWide Benefit [ ] Other	The RV Griffin Reserve Solar Array will allow the Authority to take an initial step towards a sustainable energy practice utilizing area at the RV Griffin Reserve for the solar panels. The Authority completed a 2023 update to the Peace River Renewable Energy Study that included a conceptual solar design which was presented to the Authority Board in June 2023.

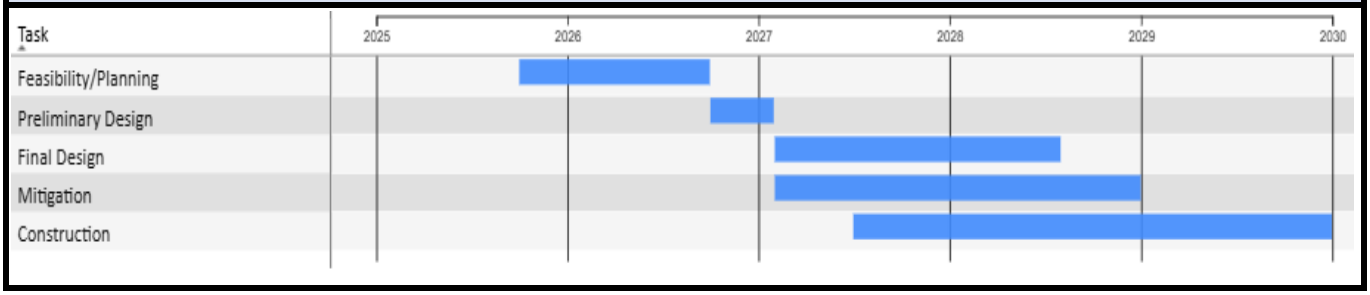
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-25	Sep-26	$ 50,000	$ 50,000	$ -	$ -
Preliminary Design	Oct-26	Jan-27	$ 200,000	$ 200,000	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Feb-27	Jul-28	$ 300,000	$ 300,000	$ -	$ -
Mitigation	Feb-27	Dec-28	$ 50,000	$ 50,000	$ -	$ -
Construction	Jul-27	Dec-29	$ 5,622,500	$ 5,622,500	$ -	$ -
Total Costs			***$ 6,222,500***	***$ 6,222,500***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Water Resources/Construction Dept. Building

Project Type	Project Description
[ ] Water Supply [ ] Transmission [X] SystemWide Benefit [ ] Other	The Water Resources/Construction departments have been housed in a converted ranch-style caretaker/hunting lodge built in the 1960's by a developer. The building, now 60 years old, needs major refurbishment. Considering extensive building code issues involved with updating this building, it is more prudent and cost effective to construct a new building instead. The new office building is planned to be approximately 5,550 ft² and located adjacent to the existing ranch house office.

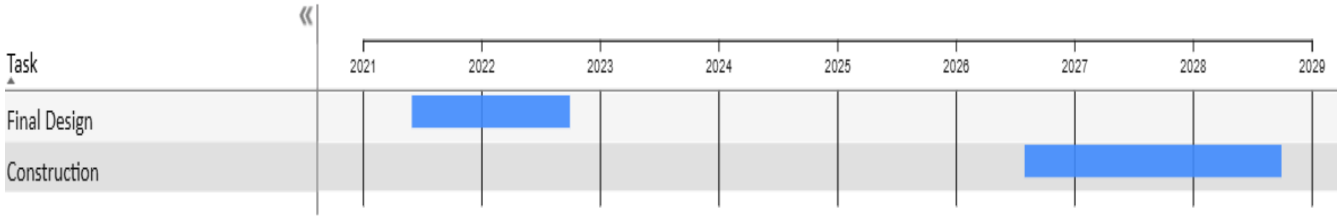
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design			$ -	$ -	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Jun-21	Oct-22	$ 172,500	$ 172,500	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Aug-26	Sep-28	$ 4,500,000	$ 4,500,000	$ -	$ -
Total Costs			***$ 4,672,500***	***$ 4,672,500***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

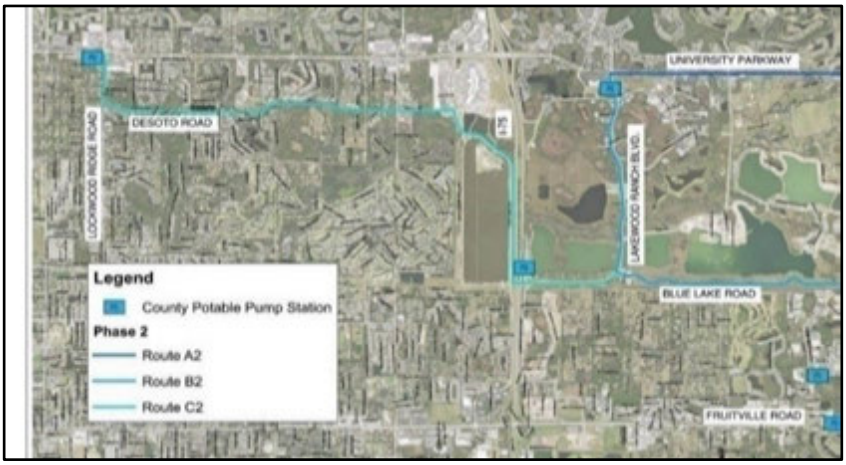


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 3C Extension

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	The Phase 3C Extension Regional Integrated Loop project will consist of approximately 10.8 miles of 36" or 42" diameter water main installed between Phase 3C in the vicinity of Fruitville Road (780) westward under I-75, south of Benderson/UTC Mall area and then northwest to an existing facility at Lockwood Ridge Rd & University Pkwy. A new storage and pumping facility near Fruitville Rd and Lorainne Rd. will be capable of sending flows both north and south with chemical trim facilities . Some minor modifications to this facility located at the western terminal end of the reginal loop pipeline are envisioned.

Project Location or Concept Sketch

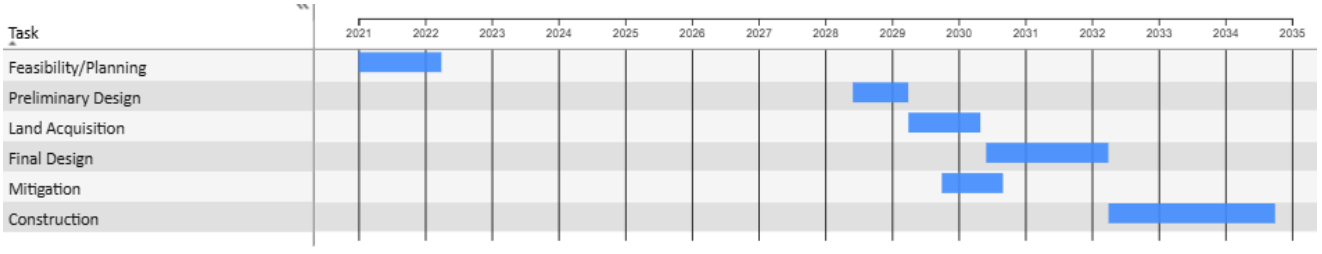


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 700,000	$ 550,000	$ 150,000	$ -
Preliminary Design	Jun-28	Mar-29	$ 866,348	$ 866,348	$ -	$ -
Land Acquisition	Apr-29	Apr-30	$ 4,410,636	$ 4,410,636	$ -	$ -
Final Design	Jun-30	Mar-32	$ 5,489,118	$ 5,489,118	$ -	$ -
Mitigation	Oct-29	Sep-30	$ 206,040	$ 206,040	$ -	$ -
Construction	Apr-32	Sep-34	$ 59,832,446	$ 59,832,446	$ -	$ -
Total Costs			***$ 71,504,589***	***$ 71,354,589***	***$ 150,000***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Kings Highway Pipeline Replacement (DeSoto County)

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Kings Highway 24" Regional Transmission Main provides water to Charlotte and DeSoto Counties and was installed within the roadway right-of-way. DeSoto County is planning to widen a portion of Kings Highway from the County line to Agnes Street. The Authority will coordinate with DeSoto County and relocate multiple appurtenances from the county line to Peace River St., approximately 2 miles.

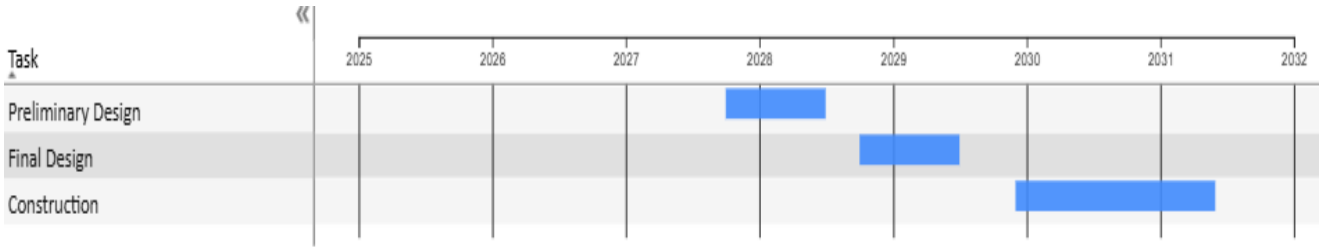
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Oct-27	Jun-28	$ 151,500	$ 151,500	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Oct-28	Jul-29	$ 151,500	$ 151,500	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Dec-29	May-31	$ 2,020,000	$ 2,020,000	$ -	$ -
Total Costs			***$ 2,323,000***	***$ 2,323,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Sandhill Relocation

Project Type	Project Description
[ ] Water Supply [ ] Transmission [X] SystemWide Benefit [ ] Other	The Kings Highway 24" Regional Transmission Main provides water to Charlotte and DeSoto Counties and was installed along the roadway right-of-way. The transmission main crosses under Kings Highway and turns on to Sandhill Blvd. Charlotte County is planning to widen a portion of Sandhill Blvd and install (2) round-abouts one at Capricorn Blvd and one at Deep Creek Blvd. The Authority will coordinate with Charlotte County to determine the length of transmission main to be relocated along Sandhill Blvd. approximately 3500 ft.

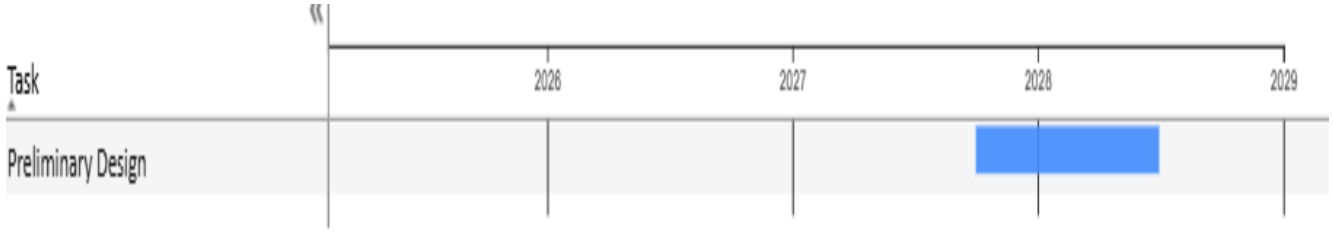
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-26	Sep-27	$ 250,000	$ 250,000	$ -	$ -
Preliminary Design	Oct-27	Jun-28	$ 250,000	$ 250,000	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design			$ -	$ -	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction			$ -	$ -	$ -	$ -
Total Costs			***$ 500,000***	***$ 500,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



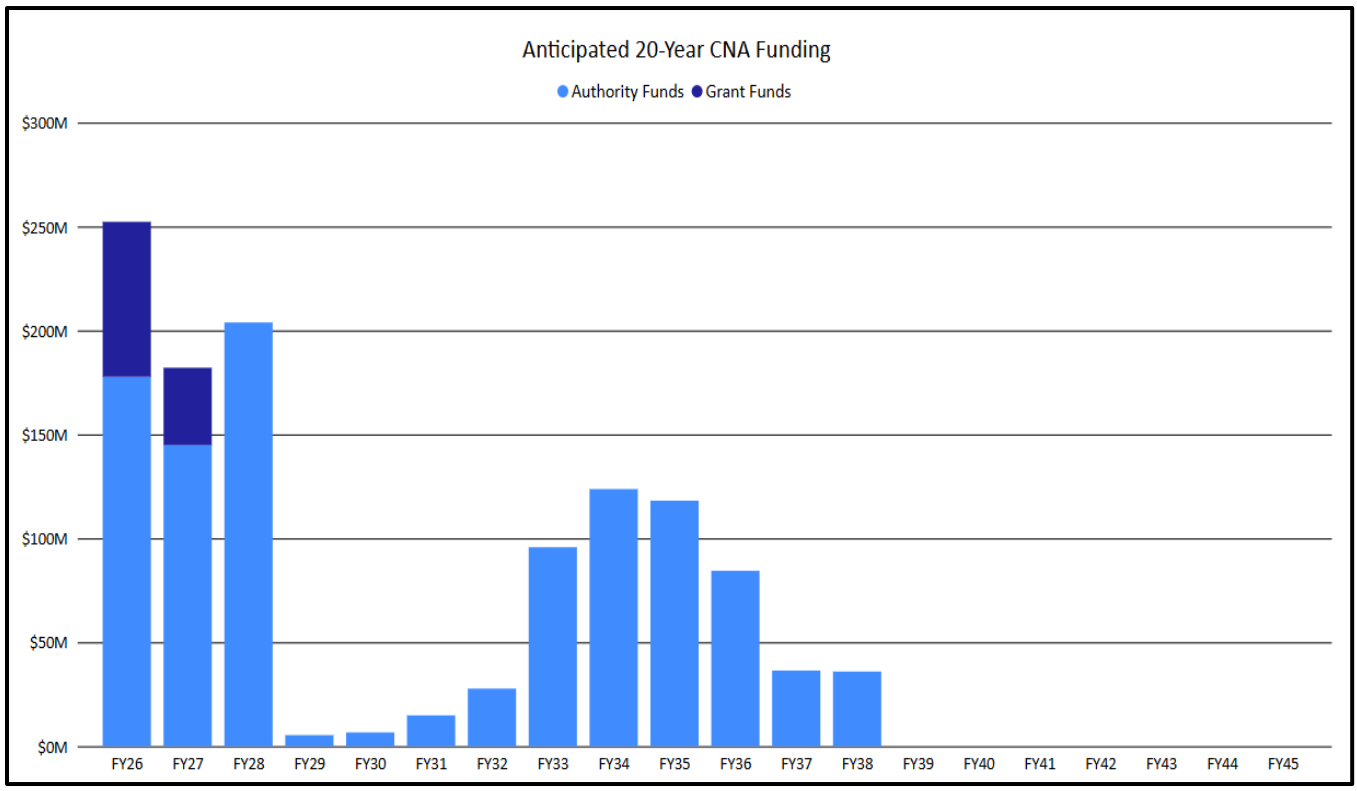
Peace River Manasota
Regional Water Supply Authority

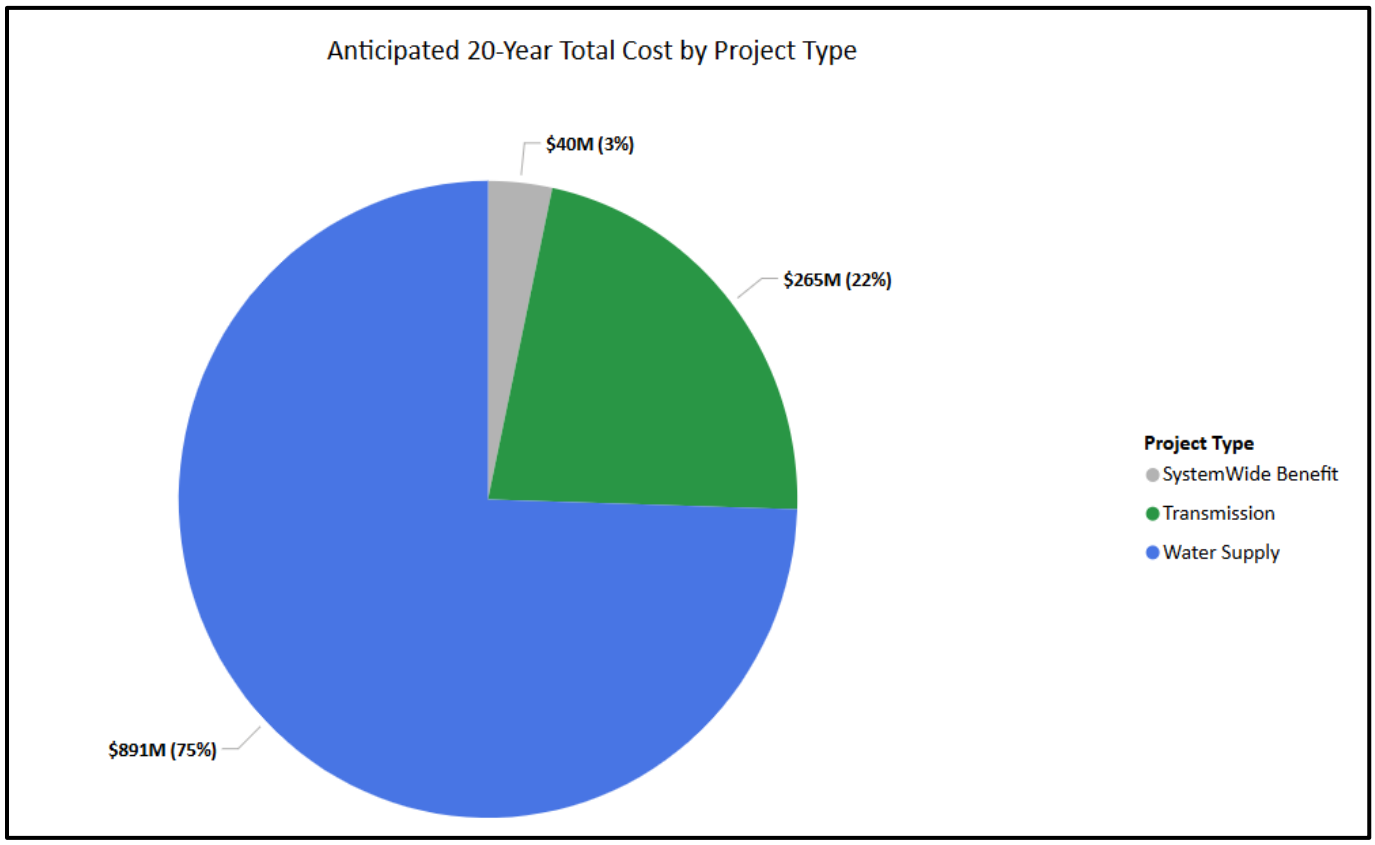
20-Year Capital Needs Assessment

Fiscal Period: 2026 – 2045

"Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system"

20- Year Capital Needs Assessment Summary



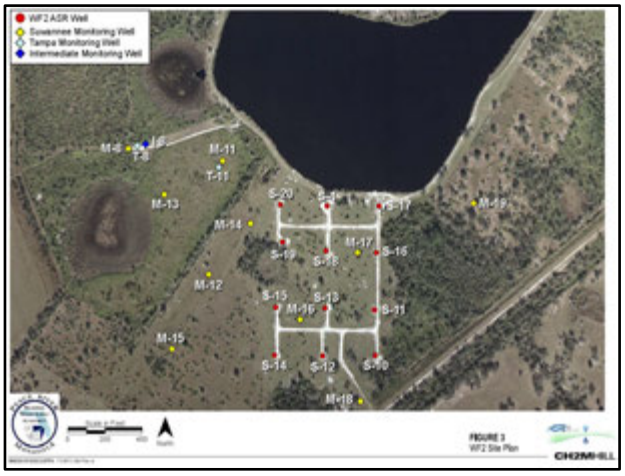


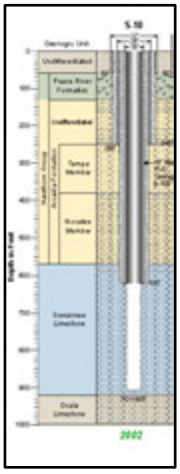
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Partially Treated Surface Water ASR

Project Type	Project Description
☐ Water Supply ☐ Transmission ☒ SystemWide Benefit ☐ Other	The partially treated surface water ASR project consists of pilot testing, permitting, design and construction of facilities to partially treat raw water from the reservoirs and inject it below ground in the ASR system. The expected benefits of this program would be significant operational cost savings because the water injected below ground would no longer have to go through potable water treatment first. This would leverage our injection capability, improve recovered water quality and free up treatment capacity at the water treatment plant providing additional operational flexibility.

Project Location or Concept Sketch



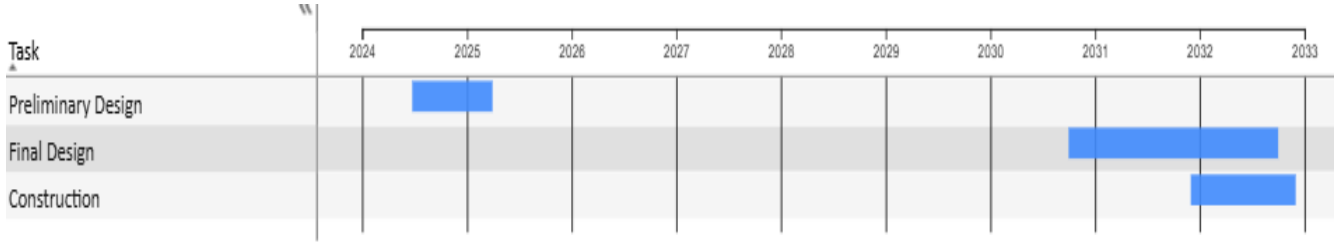


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Jun-24	Mar-25	$ 1,000,000	$ -	$ -	$ 1,000,000
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Oct-30	Oct-32	$ 1,852,300	$ 1,852,300	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Dec-31	Dec-32	$ 20,375,300	$ 20,375,300	$ -	$ -
Total Costs			***$ 23,227,600***	***$ 22,227,600***	***$ -***	***$ 1,000,000***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 2C

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Regional Integrated Loop Phase 2C Interconnect is comprised of about 19-miles of 36 "- to 42" diameter pipeline beginning at the terminus of the Phase 2B Pipeline and extending generally west and north through Sarasota County and terminating at the Sarasota County Carlton Water Treatment Plant. The project includes a ground storage tank and booster pumping station and crossings of I-75 and the Myakka River in the northern end of the pipeline. The Phase 2C pipeline completes a plant-to-plant connection which will improve regional reliability, resiliency, provides bi-directional water transfer capability, completes the southern regional loop, and provides additional pipeline capacity for Manatee County in the future.

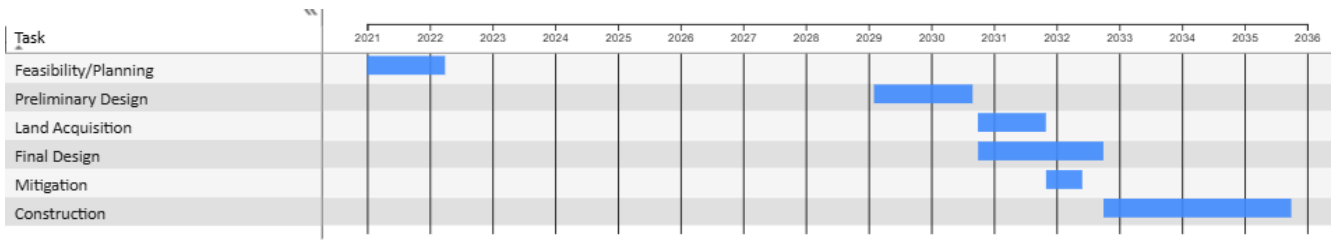
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	Sources of Funding: SWFWMD Grant	Sources of Funding: State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 200,000	$ 100,000	$ 100,000	$ -
Preliminary Design	Feb-29	Aug-30	$ 1,638,018	$ 1,638,018	$ -	$ -
Land Acquisition	Sep-30	Oct-31	$ 1,599,798	$ 1,599,798	$ -	$ -
Final Design	Oct-30	Sep-32	$ 22,499,648	$ 22,499,648	$ -	$ -
Mitigation	Nov-31	May-32	$ -	$ -	$ -	$ -
Construction	Oct-32	Sep-35	$ 143,629,140	$ 143,629,140	$ -	$ -
Total Costs			***$ 169,566,604***	***$ 169,466,604***	***$ 100,000***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

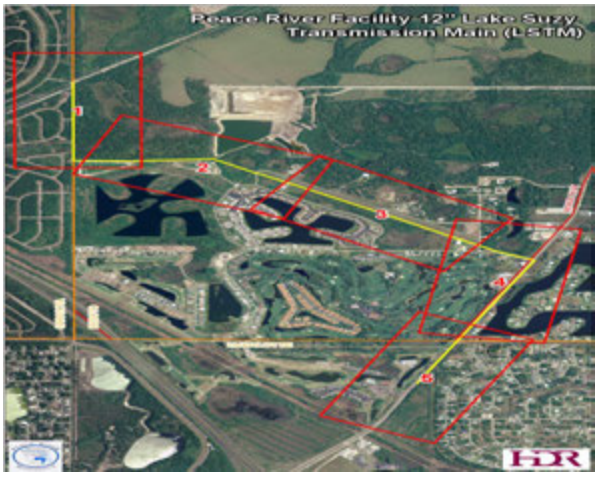


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Replace 12" PVC Line

Project Type	Project Description
☐ Water Supply ☐ Transmission ☒ SystemWide Benefit ☐ Other	This approximately 1.5 mile long pipeline interconnects the 24" Kings Highway Transmission Main, the 36" Southern Regional Transmission Main and the 42" Phase 2a Regional Loop Interconnect. It serves as a valuable intertie which can provide a backup water feed to Lake Suzy and Charlotte County in the event of a main break on the larger lines. The current pipeline was installed by GDU and it will be replaced with a larger diameter pipeline.

Project Location or Concept Sketch

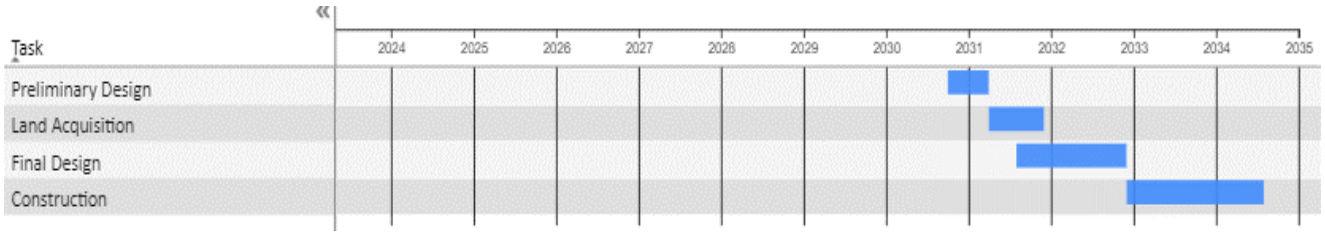


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Oct-30	Mar-31	$ 151,500	$ 151,500	$ -	$ -
Land Acquisition	Apr-31	Nov-31	$ 252,500	$ 252,500	$ -	$ -
Final Design	Aug-31	Nov-32	$ 353,500	$ 353,500	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Dec-32	Jul-34	$ 5,050,000	$ 5,050,000	$ -	$ -
Total Costs			***$ 5,807,500***	***$ 5,807,500***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Brackish Water RO Facility

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	This alternative water supply project would add 8 MGD AADD of safe yield to the regional system and also adds a measure of drought resiliency to the regional water supply network. Brackish groundwater would be withdrawn from the Suwannee Limestone and/or the upper Avon Park formation in the Floridan Aquifer. Reverse osmosis (RO) treatment membranes operating at an overall efficiency of 80% would be employed. RO concentrate would be injected to a permeable zone in the lower Avon Park Formation and/or the Oldsmar Formation of the lower Florida Aquifer, a unit far below and well confined from the water supply production zone. This project also includes two 2 MG finished water tanks for blending control.

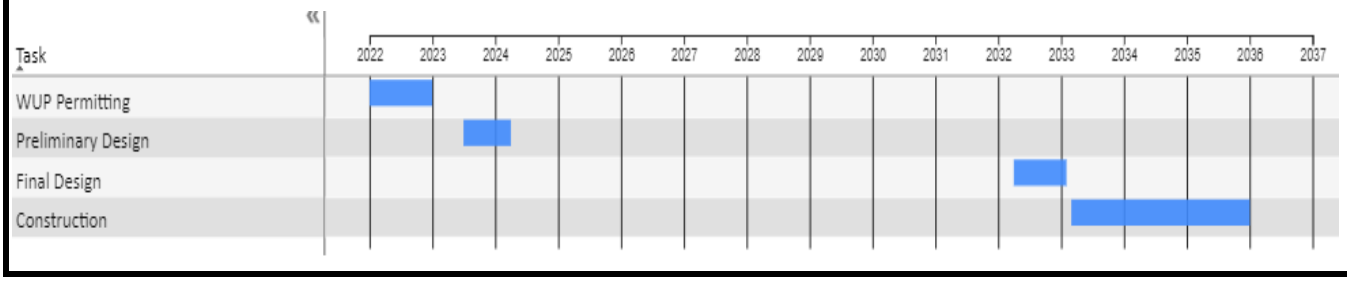
Project Location or Concept Sketch

Project Schedule & Costs

				Sources of Funding		
Project Stage	***Start Date***	***End Date***	***Estimated Cost***	***Authority Funds***	***SWFWMD Grant***	***State/Other***
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Jul-23	Apr-24	$ 5,488,750	$ 5,488,750	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Apr-32	Feb-33	$ 18,000,000	$ 18,000,000	$ -	$ -
Mitigation	Mar-33	Sep-34	$ 2,000,000	$ 2,000,000	$ -	$ -
Construction	Mar-33	Jan-36	$ 249,480,000	$ 249,480,000	$ -	$ -
Total Costs			***$ 274,968,750***	***$ 274,968,750***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

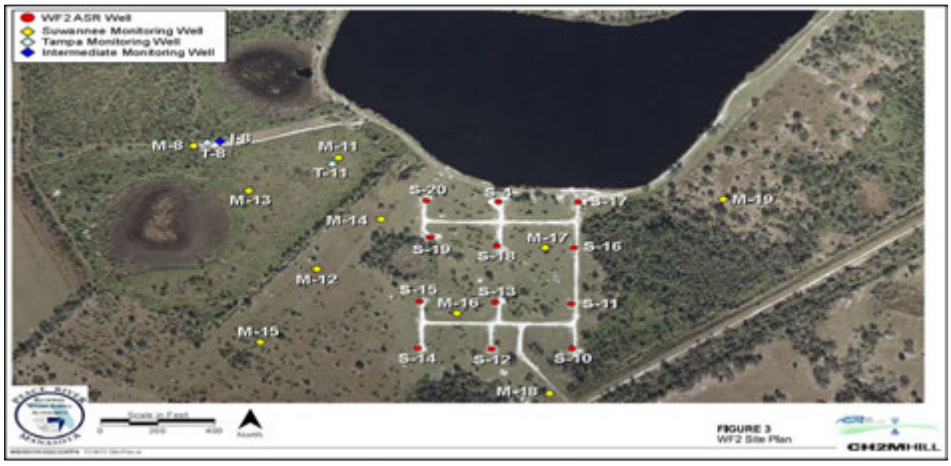


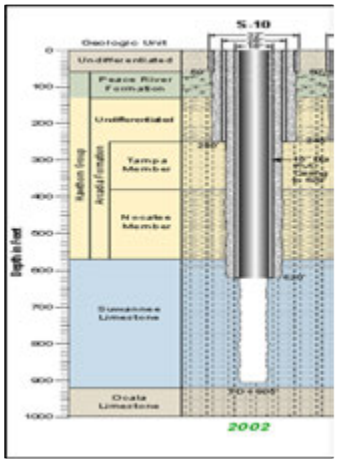
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

ASR Wellfield Expansion

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	Success for the Peace River Facility is based upon capitalizing on seasonal storage and can either be accomplished with raw water off-stream reservoirs, or currently, as potable water ASR wells. This project will bring another 12 ASR wells online.

Project Location or Concept Sketch



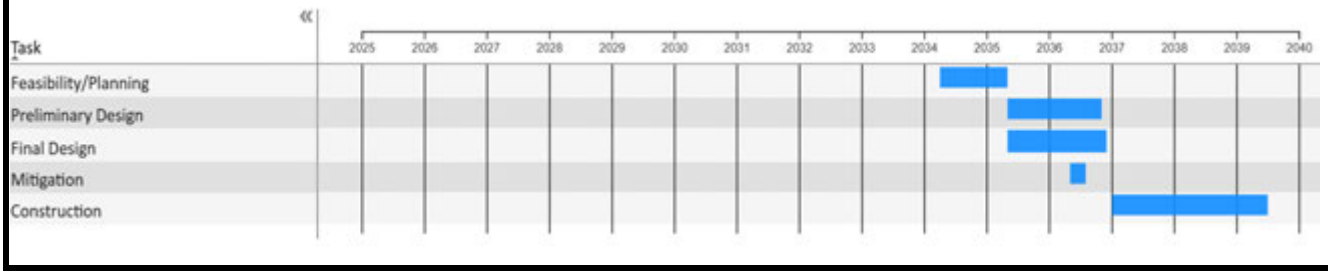


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Apr-34	May-35	$ 1,000,000	$ 1,000,000	$ -	$ -
Preliminary Design	May-35	Nov-36	$ -	$ -	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	May-35	Nov-36	$ -	$ -	$ -	$ -
Mitigation	May-36	Jul-36	$ -	$ -	$ -	$ -
Construction	Jan-37	Jun-39	$ -	$ -	$ -	$ -
Total Costs			***$ 1,000,000***	***$ 1,000,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 4

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	The Phase 4 Regional Integrated Loop project comprises approximately 10 miles of 24" diameter water line generally beginning at the Authority's Phase 1A Disston Ave. Pump Station Facility, located south of the Peace River in the town of Cleveland, and extends east and south connecting to the existing South Charlotte County 16" diameter water main. The South County water main originates at the County's Burnt Store Water Treatment Plant providing a plant-to-plant connection, in the future..

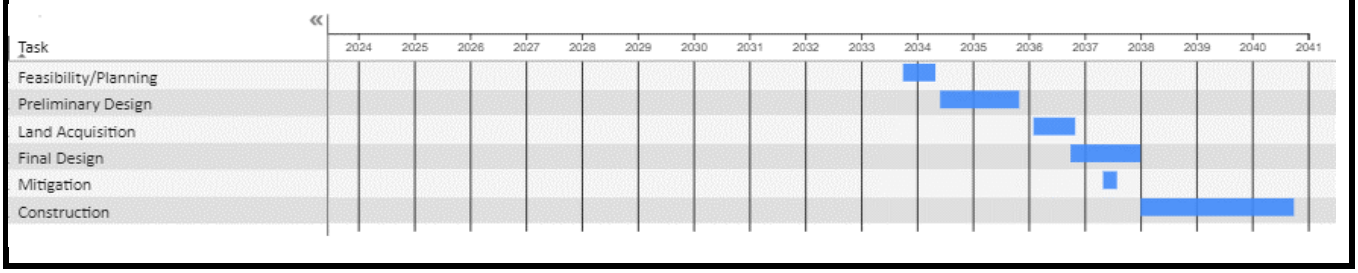
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	$ 400,000	$ 400,000	$ -	$ -
Preliminary Design	Jun-34	Oct-35	$ 600,000	$ 600,000	$ -	$ -
Land Acquisition	Feb-36	Oct-36	$ -	$ -	$ -	$ -
Final Design	Oct-36	Dec-37	$ -	$ -	$ -	$ -
Mitigation	May-37	Jul-37	$ -	$ -	$ -	$ -
Construction	Jan-38	Sep-40	$ -	$ -	$ -	$ -
Total Costs			***$ 1,000,000***	***$ 1,000,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

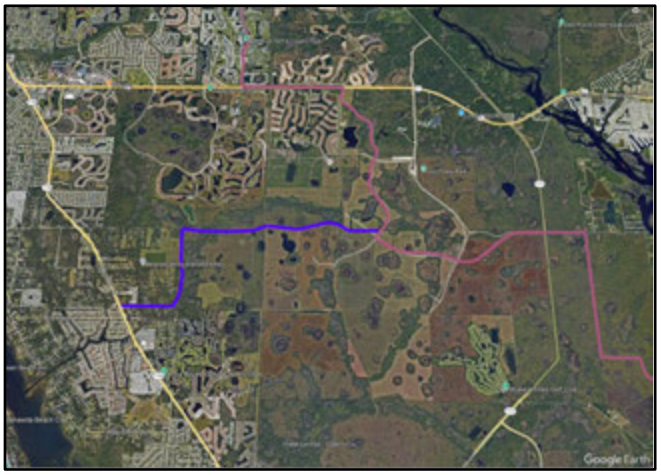


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 2D

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	This pipeline project is comprised of 3.9 miles of pipe tentatively sized as 24" diameter running from the Phase 2C regional loop pipeline to the Englewood Water District. This segment completes a plant-to-plant connection that will boost local and regional resiliency and facilitate transfer of water in either direction.

Project Location or Concept Sketch

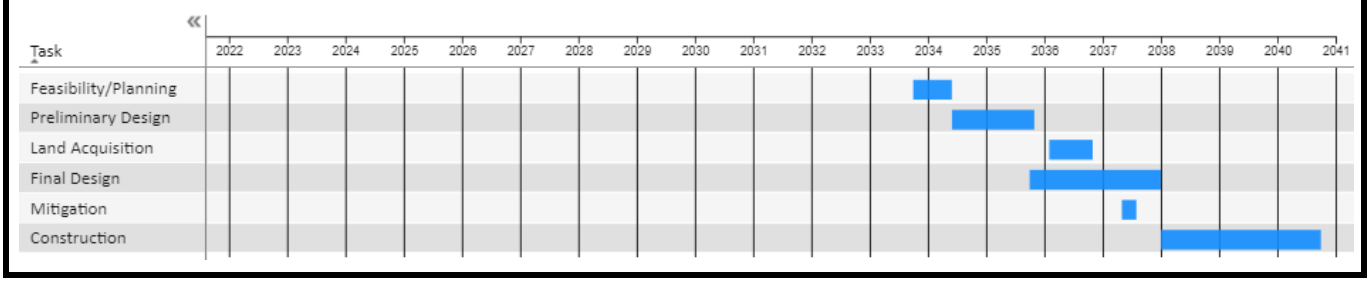


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	$ 303,000	$ 303,000	$ -	$ -
Preliminary Design	Jun-36	Oct-37	$ 1,056,864	$ 528,432	$ 528,432	$ -
Land Acquisition	Feb-37	Oct-38	$ 1,134,230	$ 1,134,230	$ -	$ -
Final Design	Oct-37	Dec-40	$ 2,133,180	$ 1,066,590	$ 1,066,590	$ -
Mitigation	May-39	Jul-39	$ 202,000	$ 202,000	$ -	$ -
Construction	Jan-40	Sep-42	$ 13,310,000	$ 6,655,000	$ 6,655,000	$ -
Total Costs			***$ 18,139,274***	***$ 9,889,252***	***$ 8,250,022***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Brackish RO Expansion

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	This alternative water supply project would evaluate the technical, financial, and regulatory feasibility of expanding the Brackish Water RO Facility at the Peace River Facility. The study would leverage information obtained during final design, construction, drilling and testing of the Brackish RO Facility.

Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	*Start Date*	*End Date*	*Estimated Cost*	*Sources of Funding*		
				Authority Funds	*SWFWMD Grant*	*State/Other*
Feasibility/Planning	Oct-35	Jun-37	$ 1,500,000	$ 1,500,000	$ -	$ -
Preliminary Design			$ -	$ -	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design			$ -	$ -	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction			$ -	$ -	$ -	$ -
Total Costs			***$ 1,500,000***	***$ 1,500,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

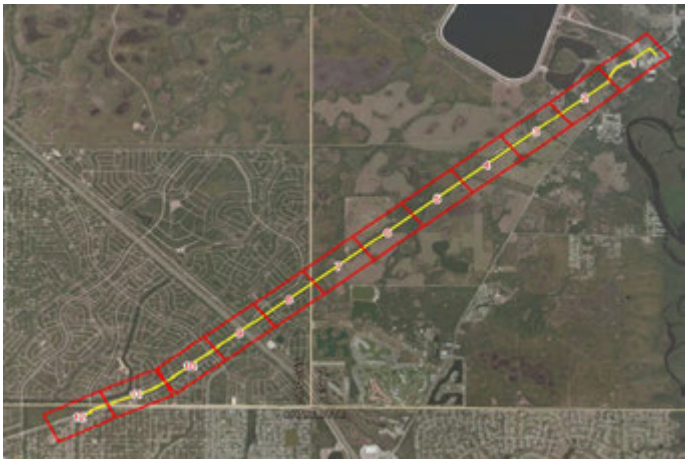
Visual Schedule

Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Replace 36" South Regional Main

Project Type	Project Description
[ ] Water Supply [ ] Transmission [X] SystemWide Benefit [ ] Other	The Authority will look at the routing, land requirements, and hydraulics of replacing the original 36-inch diameter South Regional Transmission Main from the Peace River Facility to the current terminus in Charlotte County. The prestressed concrete cylinder pipe (PCCP) is approaching the 50 year mark service life. Condition assessments will determine the remaining reliable service life of the transmission main; however, the Authority will need to reserve corridor rights within a growing corridor for the eventual replacement of the pipeline.

Project Location or Concept Sketch

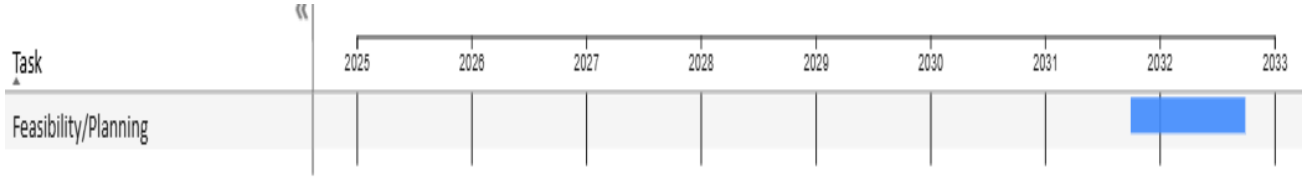


Project Schedule & Costs

Project Stage	*Start Date*	*End Date*	*Estimated Cost*	*Sources of Funding*		
				Authority Funds	*SWFWMD Grant*	*State/Other*
Feasibility/Planning	Oct-31	Sep-32	$ 750,000	$ 750,000	$ -	$ -
Preliminary Design			$ -	$ -	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design			$ -	$ -	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction			$ -	$ -	$ -	$ -
Total Costs			***$ 750,000***	***$ 750,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Appendix A - Assumptions

Cost Sources and Assumptions			
		Index Rate (ENR CCI)	
Project Name	Cost Source	FY25	FY26
Regional Integrated Loop - Phase 2B	Guaranteed Maximum Price	0.00%	0.00%
Regional Integrated Loop - Phase 2C	Feasibility & Routing Study	2.00%	1.00%
Reservoir 3	Construction Manager at Risk Cost Estimate Jan. 2025	0.00%	0.00%
Regional Integrated Loop - Phase 3C	Guaranteed Maximum Price	0.00%	0.00%
Regional Integrated Loop - Phase 3C Extension	Feasibility & Routing Study	2.00%	1.00%
Kings Highway Pipeline Replacement	Staff Developed	0.00%	1.00%
PRF Expansion	Progressive Design Builder Cost Estimate Feb. 2025	0.00%	0.00%
Water Resources/Construction Dept. Building	Preliminary Design Report	0.00%	0.00%
Partially Treated Surface Water ASR	Disinfection Study for the Partially Treated Surface Water ASR	0.00%	0.00%
RV Griffin Solar Array	Peace River Renewable Energy Study	0.00%	0.00%
Replace 12" PVC Line	Staff Developed	0.00%	1.00%
Brackish Water RO Facility	Preliminary Design Cost Estimate Feb 2025	0.00%	0.00%
Regional Integrated Loop - Phase 4	Staff Developed	2.00%	1.00%
Brackish RO Expansion	Staff Developed	N/A	0.00%
Sandhill Relocation	Staff Developed	N/A	0.00%
ASR Wellfield Expansion	Integrated Regional Water Supply Plan 2020	2.00%	1.00%

Other Assumptions:

* All costs except for land acquisition and mitigation are indexed annually from the time of the last engineering report and/or study.
* Grant funding from the Southwest Florida Water Management District or State is only reflected on projects that have a funding commitment
* Fees associated with individual project stages are estimated utilizing project managers' best estimate at the time of project development
* Index Rate is calculated using the Engineering News-Record Construction Cost Index from August of the prior year to August of the current year

Engineering News-Record Construction Cost Index History (ENR CCI)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2024	13515	13518	13532	13532	13532	13547	13556	13594	13632	13632	13632	13632
2023	13175	13176	13176	13230	13288	13345	13425	13473	13486	13498	13511	13515
2022	12556	12684	12791	12899	13004	13111	13168	13171	13173	13175	13175	13175
2021	11627	11698	11749	11849	11989	12112	12237	12463	12464	12464	12467	12481
2020	11392	11396	11397	11412	11418	11436	11439	11455	11499	11539	11579	11626
2019	11206	11213	11228	11228	11230	11268	11293	11311	11311	11326	11381	11381
2018	10878	10889	10959	10971	11013	11069	11116	11124	11170	11183	11184	11186
2017	10542	10559	10667	10678	10692	10703	10789	10826	10823	10817	10870	10873
2016	10132	10181	10242	10279	10315	10337	10379	10385	10403	10434	10442	10530
2015	9972	9962	9972	9992	9975	10039	10037	10039	10065	10128	10092	10152
2014	9664	9681	9702	9750	9796	9800	9835	9846	9870	9886	9912	9936
2013	9437	9453	9456	9484	9516	9542	9552	9545	9552	9689	9666	9668
2012	9176	9198	9268	9273	9290	9291	9324	9351	9341	9376	9398	9412
2011	8938	8998	9011	9027	9035	9053	9080	9088	9116	9147	9173	9172
2010	8660	8672	8671	8677	8761	8805	8844	8837	8836	8921	8951	8952
2009	8549	8533	8534	8528	8574	8578	8566	8564	8586	8596	8592	8641
2008	8090	8094	8109	8112	8141	8185	8293	8362	8557	8623	8602	8551
2007	7880	7880	7856	7865	7942	7939	7959	8007	8050	8045	8092	8089
2006	7660	7689	7692	7695	7691	7700	7721	7722	7763	7883	7911	7888
2005	7297	7298	7309	7355	7398	7415	7422	7479	7540	7563	7630	7647
2004	6825	6862	6957	7017	7065	7109	7126	7188	7298	7314	7312	7308
2003	6581	6640	6627	6635	6642	6694	6695	6733	6741	6771	6794	6782
2002	6462	6462	6502	6480	6512	6532	6605	6592	6589	6579	6578	6563
2001	6281	6272	6279	6286	6288	6318	6404	6389	6391	6397	6410	6390
2000	6130	6160	6202	6201	6233	6238	6225	6233	6224	6259	6266	6283

Capital Improvement Plan/Capital Needs Assessment
Appendix B - Project Summary Table by Project Stage

Capital Projects	Feasibility/Planning	Preliminary Design	Final Design	Land Acquisition	Mitigation	Construction	Grand Total
ASR Wellfield Expansion	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Kings Highway Pipeline Replacement (DeSoto County)	$ -	$ 151,500	$ 151,500	$ -	$ -	$ 2,020,000	$ 2,323,000
Partially Treated Surface Water ASR	$ -	$ 1,000,000	$ 1,852,300	$ -	$ -	$ 20,375,300	$ 23,227,600
PRF Expansion	$ -	$ 1,982,070	$ 16,985,696	$ -	$ -	$ 195,967,468	$ 214,935,234
Regional Integrated Loop - Phase 2B	$ 200,000	$ 5,100,000	$ -	$ 300,000	$ 200,000	$ 82,595,000	$ 88,395,000
Regional Integrated Loop - Phase 2C	$ 200,000	$ 1,638,018	$ 22,499,648	$ 1,599,798	$ -	$ 143,629,140	$ 169,566,604
Regional Integrated Loop - Phase 3C	$ 300,000	$ 4,694,450	$ -	$ 2,100,000	$ 50,000	$ 65,405,550	$ 72,550,000
Regional Integrated Loop - Phase 3C Extension	$ 700,000	$ 866,348	$ 5,489,118	$ 4,410,636	$ 206,040	$ 59,832,446	$ 71,504,589
Regional Integrated Loop - Phase 4	$ 400,000	$ 600,000	$ -	$ -	$ -	$ -	$ 1,000,000
Replace 12" PVC Line	$ -	$ 151,500	$ 353,500	$ 252,500	$ -	$ 5,050,000	$ 5,807,500
Reservoir 3	$ 1,500,000	$ 7,250,000	$ 9,500,000	$ 500,000	$ 20,000,000	$ 439,398,839	$ 478,148,839
Water Resources/Construction Dept. Building	$ -	$ -	$ 172,500	$ -	$ -	$ 4,500,000	$ 4,672,500
RV Griffin Solar Array	$ 50,000	$ 200,000	$ 300,000	$ -	$ 50,000	$ 5,622,500	$ 6,222,500
Brackish Water RO Facility	$ -	$ 5,488,750	$ 18,000,000	$ -	$ 2,000,000	$ 249,480,000	$ 274,968,750
Sandhill Relocation	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000
Brackish RO Expansion	$ 1,500,000	$ -	$ -	$ -	$ -	$ -	$ 1,500,000
Replace 36" South Regional Main	$ 750,000	$ -	$ -	$ -	$ -	$ -	$ 750,000
Grand Total	**$ 6,600,000**	**$ 29,372,636**	**$ 75,304,263**	**$ 9,162,934**	**$ 22,506,040**	**$ 1,273,876,243**	**$ 1,416,822,115**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

REGULAR AGENDA
ITEM 5

2025 Project Financing Package 1

Presenters

Ann Lee, Finance & Budget Senior Manager
Natalie Sidor, Public Resource Advisory Group
Tom Giblin, Nabors Giblin & Nickerson

Recommended Action -

Motion to approve Resolution 2025-07 'A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.," AS PREVIOUSLY AMENDED; AND PROVIDING AN EFFECTIVE DATE'

Motion to approve Resolution 2025-08 'A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SUPPLEMENTING A RESOLUTION ENTITLED "A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE

RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION," AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS AND THE REFUNDING OF ALL OR A PORTION OF THE UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2015; AUTHORIZING THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REVENUE BONDS, SERIES 2025A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $350,000,000 AND THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REVENUE BONDS, SERIES 2025B IN AN AGGREGATE PRINCIPAL
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EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING AN EFFECTIVE DATE.'

The Authority's Bond Counsel, Tom Giblin, has recommended an update to the Master Bond Resolution (Resolution 2005-10) in preparation for the 2025 Bond Series. The updates to the Master Bond Resolution include general clean-up of outdated terms, clarifications of definitions, terms and conditions, providing flexibility for future issuances as well as ensuring compliance with current laws.

The Authority's Financial Advisor, Natalie Sidor and Bond Counsel, Tom Giblin have prepared and will present the documents for the 2025 A/B/C Series Bonds, which includes a refunding effort for the 2015 Bonds as well as new money/final financing of the Phase 2B Pipeline (est. par $53.17 million) and portions of the SWSEP (est. par $280.3 million) for Board approval.

Attachments:

Tab A Presentation Materials
Tab B Resolution 2025-07 Master Bond Resolution - Clean
Tab C Resolution 2025-07 Master Bond Resolution - Black Line [Electronic Only]
Tab D Resolution 2025-08 with draft Preliminary Official Statement, May 21, 2025 [Electronic Only]

TAB A
Presentation Materials

2025 Project Financing: Package 1

June 4, 2025

Peace River Manasota Regional Water Supply Authority

1

Agenda

- Master Bond Resolution
  - Motion
- 2025 Series A/B/C
- Schedule and Next Steps
  - Motion

Peace River Manasota Regional Water Supply Authority

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Master Bond Resolution

- Removed or modernized outdated references, terms and conditions
- Added, clarified or simplified definitions, terms and conditions
- Replaced specificity with generality
- Ensured compliance with current laws
- Provides flexibility for future financings

Peace River Manasota Regional Water Supply Authority

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Recommended Motion

Motion to Approve Resolution 2025-07

Peace River Manasota Regional Water Supply Authority

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SWSEP Project

- Utility System Revenue Bonds, Series 2025A will finance a portion of the SWSEP Project:
  - PRF Expansion
  - Reservoir Pump Station
  - Mitigation
- Bond Structure:
  - 30-year term
  - Interest only through 2033
  - Partial capitalized interest during construction period
  - Wrapped debt service thereafter
- Preliminary Indications:
  - All-In True Interest Cost- 4.88%
  - Avg. Annual Debt Service - $23.3MM
  - Maximum Annual Debt Service - $29.6MM

Summary of Preliminary Results SWSEP (Phase One): PRF/ PR3 - Reservoir Pump Station	
Series 2025A New Money Bonds	
Closing Date	8/5/2025
Est. Project Funding	$280,262,264
All-in True Interest Cost	**4.88%**
First Principal Payment	10/1/2034
Final Maturity	10/1/2055
Average Annual Debt Service	$22,281,330
Maximum Annual Debt Service	$29,585,775

Based on market conditions as of May 12, 2025. Preliminary, subject to change.

- Member Participation:
  - Sarasota – 66.67%
  - Charlotte – 16.67%
  - North Port – 11.11%
  - DeSoto – 5.55%
  - Manatee – 0.00%

Peace River Manasota Regional Water Supply Authority

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Phase 2B Pipeline Project

- Utility System Revenue Bonds, Series 2025B will finance a portion of the Phase 2B Pipeline Project costs
- Bond Structure
  - 30-year term
  - Level Debt Service
  - Capitalized interest through construction period
- Preliminary Indications:
  - All-In True Interest Cost- 4.73%
  - Avg. Annual Debt Service - $3.7MM
- Member Participation:
  - Charlotte – 100%

Summary of Preliminary Results Phase 2B Pipeline	
Series 2025B New Money Bonds	
Closing Date	8/5/2025
Est. Project Funding	$53,173,109
All-in True Interest Cost	**4.73%**
First Principal Payment	10/1/2027
Final Maturity	10/1/2055
Average Annual Debt Service	$3,654,695
Maximum Annual Debt Service	$3,690,588

Based on market conditions as of May 12, 2025. Preliminary, subject to change.

Peace River Manasota Regional Water Supply Authority

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Series 2015 Refunding

- Utility System Refunding Revenue Bonds, Series 2025C will refund the callable Series 2015 Bonds for debt service savings
  - $6.88MM callable bonds in 2026-2028
- Preliminary Indications:
  - All-In True Interest Cost- 3.43%
  - NPV Savings - $215K
- Savings to be allocated by Member Participation:
  - Sarasota – 69.06%
  - Charlotte – 23.76%
  - DeSoto – 7.18%
  - North Port – 0.00%
  - Manatee – 0.00%

Summary of Preliminary Results Series 2015 Refunding	
Series 2025C Refunding Bonds	
Closing Date	8/5/2025
Par Amount Refunded	$6,880,000
Final Maturity	10/1/2028
Refunded Coupons	5.00%
All-in True Interest Cost	3.43%
Total Gross Savings ($)	$234,978
Average Annual Gross Savings (2026-2028)	$75,250
Total Net Present Value (NPV) Savings ($)	**$214,533**
Total NPV Savings (% of Refunded Par)	**3.12%**

Based on market conditions as of May 12, 2025. Preliminary, subject to change.

Peace River Manasota Regional Water Supply Authority

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Financing Schedule and Next Steps

- **June 2025**
  - Board Action: Bond Resolution Approval
- **July/August 2025**
  - Rating Agency Presentations/Site Visit
  - Bond Pricing (Est. July 22nd; Subject to Change)
  - Bond Closing & Funding (Est. August 5th; ; Subject to Change)
  - Board Presentation – Bond Results
- **October 2025**
  - Redemption of Series 2015 Bonds

Peace River Manasota Regional Water Supply Authority

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Questions/Discussion

9

Recommended Motion

Motion to approve Resolution 2025-08

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TAB B
Resolution 2025-07 Master Bond Resolution - Clean

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

AMENDED AND RESTATED
UTILITY SYSTEM REVENUE BOND RESOLUTION

ADOPTED June 4, 2025

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RESOLUTION NO. 2025-07

A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION," AS PREVIOUSLY AMENDED; AND PROVIDING AN EFFECTIVE DATE"

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY:

SECTION 1. AUTHORITY FOR THIS AMENDED AND RESTATED RESOLUTION. This Amended and Restated Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that:

A. On December 7, 2005, the Issuer duly adopted Resolution No. 2005-10, the title of which is set forth in the title hereto (as previously amended, the "Existing Resolution").

B. Upon the advice of the Issuer's Financial Advisor and Bond Counsel, it is necessary and desirable to further amend the Existing Resolution in certain respects and to restate the Existing Resolution, as previously amended, in its entirety.

SECTION 3. AMENDED AND RESTATED RESOLUTION. The Existing Resolution is hereby amended and restated in its entirety to read as follows:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Date next preceding the date of computation or the date of computation if an Interest Date, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment of the Capital Appreciation Bonds prior to maturity thereof, if such date of computation shall not be an Interest Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Date and the Accreted Value as of the immediately succeeding Interest Date, calculated based on the assumption that Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a 360-day year.

"Act" shall mean Chapter 373, Florida Statutes; Section 163.01, Florida Statutes; the Interlocal Agreement and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 6.02 hereof on a parity with the Outstanding Bonds.

"Additional Project" or **"Project"** shall mean any structure, property or facility which the Issuer from time to time may determine to construct or acquire as part of the System, together with all equipment, structures, facilities and other property necessary or appropriate in connection therewith which are financed in whole or in part with the indebtedness secured by this Resolution. This term is to be broadly construed as including any lawful undertaking which will accrue to the benefit of the System, including, without limitation, joint ventures and acquisition of partial interests or contractual rights, and including modification, disposal, replacement or cancellation of a Project previously

authorized, should such modification, disposal, replacement or cancellation be permitted under this Resolution.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.06 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.03 hereof.

"Annual Debt Service" shall mean, at any time, the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year. Any principal and interest payments coming due on October 1 may be deemed to come due on the preceding September 30 for purposes of this definition.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy. "Authorized Investments" may be supplemented and amended by Supplemental Resolution.

"Authorized Issuer Officer" shall mean the Executive Director, and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Balloon Bonds" means Bonds of a Series designated as such by Supplemental Resolution adopted in connection with the issuance thereof, for which either (1) no serial maturities or Sinking Fund Installments prior to the maturity thereof have been established, or (2) twenty-five percent (25%) or more of the original principal amount of which matures during any one year.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy or policies issued by an Insurer guaranteeing the payment of the principal of and interest on any portion of the Bonds.

"Bonds" shall mean the Outstanding Bonds, together with any Additional Bonds issued pursuant to this Resolution and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 6.04 hereof. "Bonds" may include notes and other forms of indebtedness which meet the requirements of Section 6.02 hereof.

"Capital Appreciation Bonds" shall mean those Bonds which may be either Serial Bonds or Term Bonds and which shall bear interest payable only at maturity or redemption. In the case of Bonds that convert to or from Capital Appreciation Bonds with interest payable prior to maturity or mandatory redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time interest accrues and is not payable to the Holder thereof.

"Chairman" shall mean the Chairman of the Governing Body, or, in his or her absence or unavailability, the Vice-Chairman of the Governing Body of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Construction Fund" shall mean the fund established pursuant to Section 4.03 hereof.

"Consulting Engineers" shall mean any engineer or engineering firm of reputation for skill and experience with respect to the construction, maintenance and/or operation of facilities similar to the System or any portion thereof, which is duly licensed under the laws of the State of Florida and designated by the Issuer to perform the duties of the Consulting Engineers under the provisions hereof.

"Cost," when used in connection with a Project, shall mean (1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the System during the period of acquisition and construction of such Project and for such period subsequent to completion as the Issuer shall determine; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the issuance, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) amounts, if any, required by this Resolution to be paid into the Interest Account upon the issuance of any Series of Bonds; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for a Project; (10) costs of machinery, equipment and supplies and reserves required by the Issuer for the commencement of operation of such Project; and (11) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles applicable to public utility systems similar to

the System, and shall include reimbursement to the Issuer for any such items of Cost heretofore paid by the Issuer and interest on any interfund loan related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"County Payments" shall mean the payments required to be made to DeSoto County pursuant to the Water Supply Contract.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing a letter of credit, a line of credit or other credit or liquidity facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, an irrevocable letter of credit, a line of credit or other credit or legal liquidity facility (other than a Bond Insurance Policy issued by an Insurer), as approved in the Supplemental Resolution providing for the issuance of such Bonds.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such a period of time, except to the extent that such interest is to be paid from deposits in the Interest Account made from Bond proceeds, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Sinking Fund Installments herein designated with respect to such period of time. For purposes of this definition, (A) all amounts payable on a Capital Appreciation Bond shall be considered a principal payment in the year it becomes due, (B) subject to the provisions of Section 5.16 hereof, with respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due such a period of time, (C) in the case of any Series of Balloon Bonds, Debt Service shall be determined on such Series during such period of time as if the principal of and interest on such Series were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of 30 years from the date of calculation, (D) the amount on deposit in the Reserve Account (or any subaccount thereof) on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds which are secured by such Reserve Account (or subaccount thereof) and in each preceding year until such amount is exhausted, and (E) in the case of Federal Subsidy Bonds, for purposes of calculating the Reserve Account Requirement, and compliance with Sections 5.04 and 6.02 hereof, Debt Service shall be

computed net of Federal Subsidy Payments scheduled to be received by the Issuer in connection with such Federal Subsidy Bonds during the applicable time period. For purposes of Section 5.04 hereof, clause (C) above shall be applicable only in a Fiscal Year in which principal on a Series of Bonds described in such clause (C) comes due. Any principal and interest payments coming due on October 1 may be deemed to come due on the preceding September 30 for purposes of this definition.

"Executive Director" shall mean the Executive Director of the Issuer or his or her designee.

"Federal Subsidy Payments" shall mean the direct payments due to the Issuer from the United States Treasury, or other party designated by the federal government to issue such payments, with respect to the Federal Subsidy Bonds. For all purposes of the Resolution, such payments shall not constitute Government Grants.

"Federal Securities" shall mean non-callable direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed by the United States of America. All such obligations shall not permit redemption prior to maturity at the option of the obligor.

"Federal Subsidy Bonds" shall mean Bonds issued under Section 54AA of the Code, Section 1400U-2 of the Code or any other similar provision of the Code, the interest on which is not exempt from federal income taxation, with respect to which the Issuer elects to receive, or is otherwise entitled to receive, Federal Subsidy Payments from the United States Department of Treasury.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" shall mean Fitch Ratings and any assigns and successors thereto.

"Governing Body" shall mean the Board of Directors of the Issuer or its successor in function.

"Government Grant," when used with respect to the System, shall mean any sum of money heretofore or hereafter received by the Issuer from the United States of America or any agency thereof or from the State of Florida or any agency or political subdivision thereof as or on account of a grant or contribution, not repayable by the Issuer, for or with respect to (1) the construction, acquisition or other development of an addition, extension or improvement to any part of the System or any costs of any such construction, acquisition or development, or (2) the financing of any such construction, acquisition, development or

costs; provided, however, Government Grants shall not include any grants or contributions received by the Issuer for the purpose of funding Operating and Maintenance Costs or paying Annual Debt Service on Bonds. Federal Subsidy Payments are not Government Grants for the purposes herein.

"Gross Revenues" shall mean (1) all moneys derived by the Issuer from the Water Supply Contract, (2) moneys deposited from the Rate Stabilization Account into the Revenue Account in accordance with the terms hereof, provided any moneys transferred from the Rate Stabilization Account into the Revenue Account within 90 days following the end of a Fiscal Year may be designated by the Issuer as Gross Revenues of such prior Fiscal Year, (3) proceeds from any use and occupancy insurance on the System, (4) Investment Earnings and (5) other revenues received by the Issuer, including Federal Subsidy Payments. "Gross Revenues" shall not include (A) Government Grants, except to the extent such Government Grants may be used for payment of Operating and Maintenance Costs or payment of Annual Debt Service by the terms of the Government Grant, (B) proceeds of Bonds or other Issuer debt, (C) moneys deposited to the Rate Stabilization Account from the Utility Reserve Fund, including, but not limited to, any moneys transferred from the Utility Reserve Account to the Rate Stabilization Account within 90 days following the end of a Fiscal Year which the Issuer determines not to be Gross Revenues of such prior Fiscal Year, and (D) solely for purposes of Sections 5.04 and 6.02 hereof, Federal Subsidy Payments.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on a notional amount specified in such agreement during the period specified in such agreement and (2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on all or a portion of a notional amount specified in such agreement during the period specified in such agreement. Hedge Agreement shall also include any financial product or agreement which is used by the Issuer as a hedging device with respect to its obligations to pay interest on the Bonds, or any portion thereof, which is designated by the Issuer as a "Hedge Agreement."

"Hedge Payments" shall mean any amounts payable by the Issuer as interest on the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or a fee or by virtue of termination of a Qualified Hedge Agreement or any obligation of the Issuer to provide collateral.

"Hedge Receipts" shall mean any amounts receivable by the Issuer on the related notional amount under a Qualified Hedge Agreement.

"Initial Rating Requirement" shall mean, with regard to a Qualified Hedge Agreement, a Counterparty which at the time it enters into such Qualified Hedge Agreement is rated "A-" or better by Standard & Poor's or "A3" or better by Moody's or "A-" or better by Fitch.

"Insurer" shall mean such Person as shall be in the business of insuring or guaranteeing the payment of principal of and interest on municipal securities and which issues a Bond Insurance Policy securing a Series of Outstanding Bonds, and any successor thereto.

"Interest Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Interest Date" or **"interest payment date"** shall be such date or dates as shall be provided by Supplemental Resolution of the Issuer.

"Interlocal Agreement" shall mean the Second Amended Interlocal Agreement Creating The Peace River/Manasota Regional Water Supply Authority Agreement, dated as of October 5, 2005, and any successor instrument thereto.

"Investment Earnings" shall mean all income and earnings derived from the investment of moneys in the funds and accounts established hereunder, other than the Construction Fund and the Rebate Fund.

"Issuer" shall mean Peace River/Manasota Regional Water Supply Authority, and also includes any authority or other governmental entity to which may hereafter be transferred some or all of the powers and responsibilities of the Issuer with respect to the ownership, financing, operation, enlargement, improvement and maintenance of the System, to the extent permitted by the Interlocal Agreement.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service becoming due in any Fiscal Year in which Bonds are Outstanding. Any principal and interest payments coming due on October 1 may be deemed to come due on the preceding September 30 for purposes of this definition.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in the Supplemental Resolution of the Issuer delineating the details of such Bonds, that shall be the maximum rate of interest such Bonds may at any particular time bear.

"Member Governments" shall mean Charlotte County, Florida; DeSoto County, Florida; Manatee County, Florida; and Sarasota County, Florida, and any other local government which shall become a party to the Interlocal Agreement in accordance with the terms of the Interlocal Agreement.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Net Revenues" shall mean Gross Revenues less Operating and Maintenance Costs.

"North Port" shall mean the City of North Port, Florida.

"Operation, Maintenance and Administration Fund" shall mean the fund created pursuant to Section 4.04(B) hereof.

"Operating and Maintenance Costs" shall have the meaning provided therefor in the Water Supply Contract, as well as any other costs or expenses of the Issuer which are properly attributable as operating expenses; but does not include any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of service or of Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the System, or any provision for interest, depreciation, amortization or similar charges.

Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.06 and 2.08 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof and (4) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean for each Series of Bonds, the paying agent appointed by the Issuer for such Series of Bonds and its successor or assigns, if any. The Issuer may serve as Paying Agent.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Pledged Funds" shall mean, (1) the Net Revenues and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, except (A) as for the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay the Operating and Maintenance Costs of the System in accordance with the terms hereof, and (C) moneys on deposit in a subaccount of the Reserve Account to the extent moneys on deposit therein shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance with the provisions hereof.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured in the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "plus" or "minus" of such categories) of two of the Rating Agencies.

"Principal Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Qualified Hedge Agreement" shall mean a Hedge Agreement with a Counterparty which meets the Initial Rating Requirement.

"Rate Consultant" shall mean any accountant, engineer or consultant or firm of accountants, engineers or consultants chosen by the Issuer from time to time with reputation for skill and experience in reviewing and recommending rates for utility systems similar to the System.

"Rate Stabilization Account" shall mean the separate account established in the Revenue Fund established pursuant to Section 4.04(A) hereof.

"Rating Agencies" means Fitch, Moody's and Standard & Poor's.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.04(F) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunding Securities" shall mean Federal Securities and Prerefunded Obligations.

"Registrar" shall mean for each Series of Bonds, the registrar appointed by the Issuer for such Series of Bonds and its successor or assigns, if any. The Issuer may serve as Registrar.

"Renewal and Replacement Fund" shall mean the fund created pursuant to Section 4.04(D) hereof.

"Renewal and Replacement Fund Requirement" shall mean, 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 to the Issuer by the Consulting Engineers as an amount appropriate for the purposes of this Resolution.

"Reserve Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Reserve Account Insurance Policy" shall mean the insurance policy deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4) hereof.

"Reserve Account Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Account Insurance Policy) deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4) hereof.

"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account or a subaccount therein, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds secured thereby, (2) 125% of the average Annual Debt Service for all Outstanding Bonds secured thereby, or (3) the maximum amount of Bond proceeds which may be deposited to the Reserve Account without subjecting the same to yield restriction under the Code, or causing interest on any of the Bonds secured thereby (other than Taxable Bonds) to be included in gross income for

purposes of federal income taxation or otherwise violating applicable provisions of the Code; provided, however, the Issuer may establish hereby or by Supplemental Resolution a different Reserve Account Requirement with respect to any particular Series of Bonds pursuant to Section 4.05(B)(4) hereof, which Reserve Account Requirement may be $0.00. In computing the Reserve Account Requirement in respect of a Series of Bonds, other than Taxable Bonds, that constitutes Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of calculation, the highest of (i) the actual rate of interest on the date of calculation, (ii) the average interest rate borne by such Variable Rate Bonds for the 12-month period immediately preceding each date of calculation, and (iii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation, and (B) if such Variable Rate Bonds have not been Outstanding for at least 12 months prior to the date of calculation, the higher of (i) the actual rate of interest on the date of calculation, and (ii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation. The Reserve Account Requirement shall be calculated, and the investments on deposit in the Reserve Account shall be valued, as of September 30 of each year with respect to the next succeeding Fiscal Year. The Reserve Account Requirement in respect to a Series of Taxable Bonds that are Variable Rate Bonds shall be computed as provided by the Supplemental Resolution authorizing such Taxable Bonds.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.04(A) hereof.

"Revenue Fund" shall mean the fund created pursuant to Section 4.04(A) hereof.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to Section 2.01 hereof or a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

"Series 2025 Bonds" shall mean the Series 2025A Bonds, the Series 2025B Bonds and the Series 2025C Bonds.

"Series 2025A Bonds" shall mean the Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025A.

"Series 2025B Bonds" shall mean the Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B.

"Series 2025C Bonds" shall mean the Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2025C.

"Sinking Fund" shall mean the fund established pursuant to Section 4.04(C) hereof.

"Sinking Fund Installment" shall mean an amount designated as such by Supplemental Resolution of the Issuer and established with respect to the Term Bonds.

"Standard & Poor's" or **"S&P"** shall mean S&P Global Ratings, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 8.01, 8.02 and 8.03 hereof.

"System" shall mean the Issuer's water production, transmission and treatment facilities, as they currently exist and as they may be modified or expanded in the future from time to time, which are owned, leased, licensed, operated and/or used by the Issuer to provide water.

"Taxable Bonds" means those Bonds which state, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes or that such interest is subject to federal income taxation.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer.

"Term Bonds Redemption Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Utility Reserve Fund" shall mean the fund created pursuant to Section 4.04(E) hereof.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof at the date of issue.

"Water Supply Contract" shall mean the Third Amended Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, dated as of December 4, 2024, among the Issuer, the Member Governments and North Port, as amended and supplemented, and any successor instrument thereto.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include the feminine gender, and vice versa.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer, the Holders from time to time of the Bonds and any Insurer or Credit Bank. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and any Insurer or Credit Bank, but only in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared:

(A) That the Issuer is currently established for the purpose of developing, recovering, treating, storing, financing and supplying water for county and municipal purposes.

(B) That the Member Governments and North Port desire the Issuer to expand the System to meet the common needs of all of the Member Governments and North Port, in the manner specified in the Water Supply Contract.

(C) That the Member Governments and North Port desire to share the costs of operating, developing, acquiring, constructing, equipping, financing and expanding the Issuer's System in the manner specified in the Water Supply Contract.

(D) That the Member Governments and North Port desire to purchase and the Issuer desires to sell water produced by the Issuer from the System as specified in the Water Supply Contract.

(E) That the Pledged Funds are not pledged or encumbered in any manner, except to the extent they are pledged and encumbered for any Outstanding Bonds.

(F) That the estimated Gross Revenues to be derived in each year hereafter from the operation of the System will be sufficient to pay all the Operating and Maintenance Costs, the principal of and interest on the Bonds to be issued pursuant to this Resolution, as the same become due, and all other payments provided for in this Resolution.

(G) That the principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Funds in accordance with the terms hereof; and any ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon the System or upon any other property whatsoever of or in the Issuer, other than the Pledged Funds.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution creates an issue of Bonds of the Issuer to be designated as "Peace River/Manasota Regional Water Supply Authority Utility System **[**Refunding**]** Revenue Bonds" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by Supplemental Resolution of the Issuer.

The Bonds shall be issued in such denominations and such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; and the proceeds shall be used in such manner; all as determined by Supplemental Resolution of the Issuer. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy of an Insurer all as shall be determined by Supplemental Resolution of the Issuer. The Governing Body may delegate approval of the terms, details and sale of a Series of Bonds to an Authorized Issuer Officer pursuant to Supplemental Resolution.

SECTION 2.02. [INTENTIONALLY OMITTED].

SECTION 2.03. [INTENTIONALLY OMITTED].

SECTION 2.04. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairman and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Executive Director. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed

and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.05. AUTHENTICATION. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.09 hereof.

SECTION 2.06. TEMPORARY BONDS. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at his own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated

Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and

for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (C) at any other time as reasonably requested by the Paying Agent of such Series, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chairman and Executive Director for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 15 days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, then, for the Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

SECTION 2.09. FORM OF BONDS. The text of the Bonds, except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution of the Issuer, shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairman or the Executive Director prior to the issuance thereof (which

necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R- $

UNITED STATES OF AMERICA
STATE OF FLORIDA
PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY
UTILITY SYSTEM [REFUNDING] REVENUE BOND,
SERIES

Interest Rate	Maturity Date	Date of Original Issue	CUSIP

Registered Holder:

Principal Amount:

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, established pursuant to the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable at the designated corporate trust office of _____, _____, _____, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the

calendar month next preceding each interest payment date and shall be paid by a check of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, registered holder, denomination and number, issued to finance _____, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 373 and Section 163.01, Florida Statutes, the Interlocal Agreement (as defined in the Resolution) and other applicable provisions of law (collectively, the "Act"), and a resolution of the Issuer duly adopted by the Board of Directors of the Issuer on _____, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Net Revenues (as defined in the Resolution) to be derived from the operation of the Issuer's water utility system (the "System") and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established by the Resolution, except (A) as for the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay the Operating and Maintenance Costs (as defined in the Resolution) in accordance with the terms of the Resolution, and (C) any moneys in a subaccount of the Reserve Account established by the Resolution to the extent such moneys shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance with the provisions of the Resolution (collectively, the "Pledged Funds"), subject in each case to the application thereof for the purposes and on the conditions permitted by the Resolution. It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in accordance with the terms of the Resolution. The Bonds shall be issued on parity with the Issuer's _____ pursuant to the terms of the Resolution. Obligations may be issued by the Issuer from time to time on parity with the Bonds pursuant to the terms of the Resolution.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount and interest rate shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing to the redemption date.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 30 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co. to notify any DTC

Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of Directors of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Peace River/Manasota Regional Water Supply Authority has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Chairman of its Board of Directors, and by the manual or facsimile signature of its Executive Director, and its seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

_____

Chairman

_____

Executive Director

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

_____
Registrar

By: _____
Authorized Officer

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. The terms of this Article III shall apply to redemption of Bonds other than Capital Appreciation Bonds or Variable Rate Bonds. The terms and provisions relating to redemption of Capital Appreciation Bonds and Variable Rate Bonds shall be provided by Supplemental Resolution. The provisions of this Article III may also be modified pursuant to Supplemental Resolution.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Sinking Fund Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agents of such Bonds, and (B) shall be mailed first class, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice. Failure to mail such notice to the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred.

Such notice shall also be mailed to the Insurer or Credit Bank, if any, of such redeemed Bonds. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Bonds shall only be sent if the Issuer reasonably determines it shall have sufficient funds available to pay the Redemption Price of and interest on the Bonds called for redemption on the redemption date.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar at an address specified, (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall be sent to such other Person, if any, as shall be required by applicable law or regulation; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, and the Bonds called for redemption shall remain Outstanding, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed and guaranteed by the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be cancelled and destroyed by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on

the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent provided herein. The Bonds and the obligations evidenced thereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or Bond Insurance Policy in addition to the security provided herein; and provided further that a Series of Bonds may be secured independently of any other Series of Bonds by the establishment of a separate subaccount in the Reserve Account for such Series of Bonds or by not being secured in any manner by the Reserve Account as provided herein or in a Supplemental Resolution. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. Except as otherwise provided by Supplemental Resolution, the obligation of the Issuer to make Hedge Payments to a Counterparty pursuant to a Qualified Hedge Agreement shall be on parity with the Bonds as to lien on and pledge of the Pledged Funds in accordance with the terms hereof (any other payments related to a Qualified Hedge Agreement, including fees, penalties and termination payments and the obligation to collateralize, shall be Subordinated Indebtedness of the Issuer).

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish a special fund to be known as the "Peace River/Manasota Regional Water Supply Authority Utility System Construction Fund," which shall be used only for payment of the Costs of Projects. Moneys in the Construction Fund, until applied in payment of any

item of the Cost of a Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source. The Issuer shall establish within the Construction Fund a separate account for each Project, the Cost of which is to be paid in whole or in part out of the Construction Fund.

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the appropriate account of the Construction Fund.

Any moneys received by the Issuer from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of a Project shall be deposited into the appropriate account of the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by Federal or State law.

The Issuer covenants that the acquisition, construction and installation of each Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the applicable account of the Construction Fund to pay Costs of the Project for which it was established, except as otherwise provided below. The Issuer shall keep records of such disbursements and payments and shall retain all the records for such period of time as required by applicable law. The Issuer shall make available such records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund shall be applied to the payment of principal and interest on Bonds.

The date of completion of the acquisition, construction and equipping of a Project shall be documented by an Authorized Issuer Officer in the appropriate records of the Issuer. Promptly after the date of the completion of a Project, and after paying or making provision for the payment of all unpaid items of the Costs of such Project, the Issuer shall deposit in the following order of priority any balance of moneys remaining in an account in the Construction Fund in (A) another account of the Construction Fund for which the Governing Body has determined that there are insufficient moneys present to pay the Costs

of the related Project, (B) the Reserve Account, to the extent of a deficiency therein, and (C) such other fund or account established hereunder as shall be determined by the Issuer or for any other lawful purpose, provided the Issuer has received the prior approval of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, of interest on the Bonds (other than Taxable Bonds) from gross income for purposes of Federal income taxation or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

SECTION 4.04. CREATION OF FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish with a bank, trust company or such other entity in the State, which is eligible under the laws of the State to be a depository for its funds the following funds and accounts:

(A) The "Peace River/Manasota Regional Water Supply Authority Utility System Revenue Fund." The Issuer shall maintain two separate accounts in the Revenue Fund: the "Revenue Account" and the "Rate Stabilization Account."

(B) The "Peace River/Manasota Regional Water Supply Authority Utility System Operation, Maintenance and Administration Fund."

(C) The "Peace River/Manasota Regional Water Supply Authority Utility System Sinking Fund." The Issuer shall maintain four separate accounts in the Sinking Fund: the "Interest Account," the "Principal Account," the "Term Bonds Redemption Account" and the "Reserve Account."

(D) The "Peace River/Manasota Regional Water Supply Authority Utility System Renewal and Replacement Fund."

(E) The "Peace River/Manasota Regional Water Supply Authority Utility System Utility Reserve Fund."

(F) The "Peace River/Manasota Regional Water Supply Authority Utility System Rebate Fund."

Moneys in the aforementioned funds and accounts (except for moneys in the Rebate Fund), until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders in accordance with the terms hereof.

The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Bondholders, any one or more of the funds and accounts established hereby. Such depositary or depositaries shall perform at the direction of the

Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds or accounts as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and be qualified under applicable State law.

Notwithstanding the foregoing, none of the aforementioned funds and accounts is required to be established prior to the time any such fund or account is required to be funded or otherwise utilized hereunder.

SECTION 4.05. DISPOSITION OF GROSS REVENUES.

(A) (1) Except as otherwise provided herein, into the Revenue Account, the Issuer shall deposit promptly, as received, all Gross Revenues.

(2) Into the Renewal and Replacement Fund, the Issuer shall deposit promptly, as received, all renewal and replacement charges collected pursuant to the Water Supply Contract. All Government Grants shall be utilized in accordance with the terms of such Government Grant and applicable law.

(3) Operation, Maintenance and Administration Fund. Moneys in the Revenue Account shall first be used each month to deposit in the Operation, Maintenance and Administration Fund such sums as are necessary to pay Operating and Maintenance Costs for the ensuing month; provided the Issuer may transfer moneys from the Revenue Account to the Operation, Maintenance and Administration Fund 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 Issuer for Operating and Maintenance Costs. The Issuer shall establish and 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 Issuer'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 purpose.

(B) All moneys at any time on deposit in the Revenue Account after the aforementioned transferals to the Operation, Maintenance and Administration Fund shall be disposed of by the Issuer on or before the 25th day of each month in the following order of priority:

(1) Interest Account. The Issuer shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts and Federal Subsidy Payments shall be deposited directly to the Interest Account upon receipt. With respect to Bonds which have corresponding to a Hedge Payments, interest on such Bonds during the term of the Qualified Hedge Agreement shall be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall also be applied by the Issuer (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. Any Federal Subsidy Payments deposited to the Interest Account shall be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate. The Issuer shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to debt service on any Bonds which are subject to the Qualified Hedge Agreement, any Hedge Payments due to the Counterparty to such Qualified Hedge Agreement relating to such Bonds shall be paid to such Counterparty on a parity basis with the aforesaid required payments into the Sinking Fund. Except as otherwise provided by Supplemental Resolution authorizing the issuance of Variable Rate Bonds, in computing the interest on such Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds for any 30-day period, and (B) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

(2) Principal Account. Commencing no later than the month which is one year prior to the first principal due date or such lesser or greater period as determined by Supplemental Resolution, the Issuer shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding principal payment due date, or, if there be no such

preceding payment due date from a date one year preceding the due date of such principal amount or such lesser or greater period as determined by Supplemental Resolution. Moneys in the Principal Account shall be applied by the Issuer for deposit with the Paying Agents to pay the principal of the Bonds on or prior to the date the same shall mature, and for no other purpose. Serial Capital Appreciation Bonds shall be payable from the Principal Account in the years in which such Bonds mature and monthly payments into the Principal Account on account of such Bonds shall commence in the month of the respective Bond Years in which such Bonds mature. The Issuer shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Term Bonds Redemption Account. Commencing in the month which is one year prior to the first Sinking Fund Installment due date or such lesser or greater period as determined by Supplemental Resolution, there shall be deposited to the Term Bonds Redemption Account the sum which, together with the balance in such Account, shall equal the Sinking Fund Installments on all Bonds Outstanding due and unpaid and that portion of the Sinking Fund Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Sinking Fund Installments were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding Sinking Fund Installment due date, or, if there is no such preceding Sinking Fund Installment due date, from a date one year preceding the due date of such Sinking Fund Installment or such lesser or greater period as determined by Supplemental Resolution. Moneys in the Term Bonds Redemption Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. The Issuer shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment Date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account. Term Capital Appreciation Bonds shall be payable from the Term Bonds Redemption Account in the years in which such Bonds mature and monthly payments into the Terms Bonds Redemption Account on account of such Bonds shall commence in the twelfth month immediately preceding the due date of the related Sinking Fund Installments. The Issuer shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment Date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay

the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account. No further deposit need be made to the Term Bonds Redemption Account when the moneys therein are equal to the Sinking Fund Installments coming due on the Outstanding Bonds on the next succeeding Sinking Fund Installment due date.

Amounts accumulated in the Term Bonds Redemption Account with respect to any Sinking Fund Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Sinking Fund Installment was established) may be applied by the Issuer, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms. Amounts in the Term Bonds Redemption Account which are used to redeem Term Bonds shall be credited against the next succeeding Amortization Installment which shall become due on such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Term Bonds Redemption Account until such Sinking Fund Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the 60th day preceding the due date of any such Sinking Fund Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Term Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Issuer shall pay out of the Term Bonds Redemption Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Operation, Maintenance and Administration Fund.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the Issuer to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by an increase in the applicable Reserve Account Requirement, a decrease in the aggregate amortized cost of the investments therein of more than

5% or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each principal payment date and Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Term Bonds Redemption Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Utility Reserve Fund for such purposes pursuant to Section 4.05(B)(8) hereof shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve Account Requirement or as a result of a deposit in the Reserve Account of a Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Issuer into the Utility Reserve Fund and applied as directed by Bond Counsel. The Issuer shall promptly inform each Insurer and Credit Bank of any draw upon the Reserve Account for purposes of paying the principal of or Redemption Price, if applicable, and interest on the Bonds.

Upon the issuance of any Series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall fund the Reserve Account in an amount at least equal to the applicable Reserve Account Requirement to the extent such Series of Bonds are to be secured by the Reserve Account or any subaccount therein; provided, however, nothing herein shall be construed to require the Issuer to fund the Reserve Account or any subaccount for any Series of Bonds. Upon the adoption of the Supplemental Resolution authorizing the issuance of a Series of Bonds, the Issuer shall determine whether such Series of Bonds shall be secured by the Reserve Account or any subaccount therein and, if the Issuer determines that the Series of Bonds will be secured by a separate subaccount therein, the Issuer shall also establish the Reserve Account Requirement applicable thereto. Such required amount, if any, shall be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments to the Reserve Account or subaccount therein over a period of months from the date of issuance of such Series of Bonds, which shall not exceed 36 months.

Notwithstanding the foregoing provisions, in lieu of or in substitution of any required deposits into the Reserve Account or any subaccount therein, the Issuer may cause to be deposited into the Reserve Account or subaccount a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in the Reserve Account or subaccount, if any. The Issuer may also substitute a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for cash on

deposit in the Reserve Account or a subaccount therein upon compliance with the terms of this Section 4.05(B)(4). Such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Interest Date, principal payment date or redemption date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. Upon the initial deposit of any such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, the provider thereof shall be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated at the time such Reserve Account Insurance Policy or Reserve Account Letter of Credit is issued in one of the three highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"), or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating at the time such Reserve Account Insurance Policy or Reserve Account Letter of Credit is issued in one of the three highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3"). Any Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall equally secure all Bonds secured by the Reserve Account or subaccount into which such Policy or Letter of Credit is deposited.

Each Reserve Account Insurance Policy and Reserve Account Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit to reimbursement will be subordinated to cash replenishment of the Reserve Account or subaccount to an amount equal to the difference between the full original amount available under the Reserve Account Insurance Policy or Reserve Account Letter of Credit and the amount then available for further draws or claims. If (a) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit becomes insolvent or (b) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit defaults in its payment obligations thereunder or (c) the rating of the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit falls below a rating of "A-" or "A3" by all of the Rating Agencies then rating such provider, the obligation to reimburse the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be subordinate to the cash replenishment of the Reserve Account or subaccount. Where applicable, the amount available for draws or claims under a Reserve Account Insurance Policy or Reserve Account Letter of Credit may be reduced by

the amount of cash or investments deposited in the Reserve Account or subaccount pursuant to the provisions hereof.

If the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or if the Reserve Account Insurance Policy or Reserve Account Letter of Credit is no longer valid and enforceable, the Issuer shall either (i) deposit into the Reserve Account or subaccount an amount sufficient to cause the cash or investments on deposit in the Reserve Account or applicable subaccount to equal the Reserve Account Requirement on all Outstanding Bonds then secured by such Reserve Account or subaccount, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Account Insurance Policy or a Reserve Account Letter of Credit meeting the requirements described herein within six months of such occurrence.

If three days prior to an Interest Date or principal payment date, or such other period of time as shall be required by the terms of the Reserve Account Insurance Policy or Reserve Account Letter of Credit, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer of the Reserve Account Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer or Credit Bank, if any, of the amount of such deficiency and the date on which such payment is due.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory note or other evidence therefor; provided, however, any such note or evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Funds in the manner provided herein. The obligation to reimburse the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit for any Policy Costs shall be subordinate to the payment of Debt Service on the Bonds.

The term "Paying Agent" as used in this Section 4.05(B)(4) may include one or more Paying Agents for the Outstanding Bonds.

Whenever the amount of cash in the Reserve Account, together with the other amounts in the Sinking Fund, are sufficient to fully pay all Outstanding Bonds in

accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the other Accounts of the Sinking Fund for the payment of the Bonds.

The Issuer may also establish a separate subaccount in the Reserve Account for any Series of Bonds and such subaccount shall be pledged to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Account Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the Issuer deems appropriate. In the event the Issuer by Supplemental Resolution establishes the Reserve Account Requirement for a particular Series of Bonds to be zero ($0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis.

In the event the Issuer shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in the Reserve Account or any subaccount, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit. The provisions of the Debt Service Reserve Fund Policy Agreements, when executed and delivered, shall be incorporated herein by reference. The provisions of such Agreements shall supersede the provisions hereof to the extent of any conflict herewith.

(5) Renewal and Replacement Fund. There shall be deposited to the Renewal and Replacement Fund such sums as shall be sufficient to pay **[**1/12**]** of an amount equal to the Renewal and Replacement Fund Requirement until the amount accumulated in such Fund is equal to such Renewal and Replacement Fund Requirement; provided, however, that (a) such Renewal and Replacement Fund Requirement may be increased or decreased as the Consulting Engineers shall certify to the Issuer is necessary for the purposes of the Renewal and Replacement Fund, and (b) in the event that the Consulting Engineers shall certify that the Renewal and Replacement Fund Requirement is excessive for the purposes of the Renewal and Replacement Fund such excess amount as may be on deposit therein

may be transferred by the Issuer from the Renewal and Replacement Fund for deposit into the Utility Reserve Fund. Deposits to the Renewal and Replacement Fund described above shall first come from the renewal and replacement charges collected pursuant to the Water Supply Contract, and thereafter from moneys in the Revenue Account. The moneys in the Renewal and Replacement Fund shall be applied by the Issuer for the purpose of paying the cost of extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System, or extraordinary repairs of the System; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund for such purpose pursuant to Section 4.05(B)(8) hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency. Moneys in the Renewal and Replacement Fund may also be transferred to the Operation, Maintenance and Administration Fund to fund Operating and Maintenance Costs to the extent other moneys available therefor shall be insufficient for such purpose.

(6) County Payments. Gross Revenues shall next be utilized to make any County Payments required by the Water Supply Contract.

(7) Subordinated Indebtedness. Gross Revenues shall next be applied by the Issuer for the payment of any debt service and other required deposits on Subordinated Indebtedness incurred by the Issuer in connection with the System and in accordance with the proceedings authorizing such Subordinated Indebtedness.

(8) Utility Reserve Fund. The balance of any Gross Revenues remaining in said Revenue Account shall be deposited in the Utility Reserve Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein shall be insufficient to pay the principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited, first, to the Reserve Account to make up any deficiency therein, and, second, to the Rebate Fund to the extent moneys are required to be on deposit therein. Thereafter, moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the System, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, deposit to the Rate Stabilization Account and improvements,

renewals and replacements to the System; provided, however, that none of such moneys shall ever be used for the purposes provided in this Section 4.05(B)(8) unless all payments required in Sections 4.05(B)(1) through 4.05(B)(7) hereof, including any deficiencies for prior payments, have been made in full to the date of such use.

(C) Whenever moneys on deposit in the Sinking Fund are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), no further deposits to the Sinking Fund need be made. If on any payment date the Gross Revenues are insufficient to deposit the required amount in any of the funds or accounts or for any of the purposes provided above, the deficiency shall be made up on the subsequent payment dates.

The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(D) In the event the Issuer shall issue a Series of Bonds secured by a Credit Facility, the Issuer may establish separate subaccounts in the Interest Account, the Principal Account and the Term Bonds Redemption Account to provide for payment of the principal of and interest on such Series; provided payment from the Pledged Funds of one Series of Bonds shall not have preference over payment of any other Series of Bonds, except as otherwise provided herein. The Issuer may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in Section 4.05(B) as shall be necessary to pay the principal of and interest on such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Sinking Fund may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of, premium, if any, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the holders thereof for payment; provided such Credit Facility shall have no priority over Bondholders or an Insurer to amounts on deposit in the Sinking Fund. Other payments due to a Credit Bank in relation to obligations arising under its Credit Facility may be on parity with the Bonds as to source of and security for payment to the extent provided in the Supplemental Resolution relating thereto.

SECTION 4.06. REBATE FUND. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Account) and the

Bondholders shall have no right to have the same applied for debt service on the Bonds. For any Series of Bonds for which the rebate requirements of Section 148(f) of the Code are applicable, the Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to such Series of Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder, Credit Bank or Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.07. RATE STABILIZATION ACCOUNT. The Issuer may transfer into the Rate Stabilization Account such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The Issuer may transfer such amounts of moneys from the Rate Stabilization Account to the Revenue Account as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Account shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Reserve Account and the Renewal and Replacement Fund for such purposes pursuant to Sections 4.05(B)(8), 4.05(B)(4) and 4.05(B)(5) hereof shall be inadequate to fully provide for such insufficiency.

SECTION 4.08. INVESTMENTS. Moneys on deposit in the Construction Fund, the Sinking Fund, the Operation, Maintenance and Administration Fund, the Utility Reserve Fund, the Revenue Fund and the Renewal and Replacement Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund, the Revenue Fund, Operation, Maintenance and Administration Fund, the Principal Account,

the Interest Account, the Term Bonds Redemption Account, the Renewal and Replacement Fund and the Utility Reserve Fund shall be invested and reinvested by the Issuer in Authorized Investments, maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account. Moneys on deposit in the Reserve Account may be invested or reinvested by the Issuer in Authorized Investments which shall have an average aggregate weighted term to maturity not greater than ten years. Notwithstanding any other provision hereof, all amounts on deposit in the Construction Fund or Interest Account representing accrued interest and capitalized interest shall be held by the Issuer, shall be pledged solely to the payment of interest on the corresponding Series of Bonds and, unless otherwise provided by Supplemental Resolution, shall be invested only in Federal Securities maturing in such times and in such amounts as are necessary to pay the interest to which they are pledged; provided, however, amounts on deposit in the Interest Account representing accrued and capitalized interest shall be invested only in cash or direct obligations of the United States of America or any combination thereof and shall be used only for the purpose of paying interest on the Bonds which funded such accrued and capitalized interest. All investments shall be valued at amortized cost. Investments in the Reserve Account shall be valued by the Issuer on an annual basis at the end of each Fiscal Year in conjunction with the Annual Audit.

Any and all income received from the investment of moneys in each separate account of the Construction Fund, the Interest Account, the Principal Account, the Term Bonds Redemption Account, the Utility Reserve Fund, the Renewal and Replacement Fund (to the extent such income and the other amounts in such Fund do not exceed the Renewal and Replacement Fund Requirement), the Rate Stabilization Account, the Revenue Account and the Reserve Account (to the extent such income and the other amounts in the Reserve Account do not exceed the Reserve Account Requirement), shall be retained in such respective Fund or Account.

Any and all income received from the investment of moneys in the Renewal and Replacement Fund (only to the extent such income and the other amounts in such Fund exceed the Renewal and Replacement Fund Requirement) and the Reserve Account (only to the extent such income and the other amounts in the Reserve Account exceeds the Reserve Account Requirement), shall be deposited upon receipt thereof in the Revenue Account.

Nothing in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Notwithstanding any provision of this Section 4.08 if at any time after investments have been made in the funds and accounts hereunder an investment ceases to be an Authorized Investment and such investment, aggregated with other non-conforming

investments, exceeds 10% of invested funds hereunder, such investment shall be sold or liquidated unless otherwise approved by the Insurer.

SECTION 4.09. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds, accounts and subaccounts established herein may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds, accounts and subaccounts as herein provided.

The designation and establishment of the various funds, accounts and subaccounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues, expenses and deposits for certain purposes and to establish certain priorities for application of such revenues, expenses and deposits as herein provided.

ARTICLE V
COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the covenants provided in this Article V, in addition to all other covenants in this Resolution, with each and every successive Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. OPERATION AND MAINTENANCE. The Issuer will maintain or cause to be maintained the System and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof. The Issuer may contract with a responsible Person which has experience in the operation of utility systems similar to the System for the operation and maintenance of the System; provided, however, prior to entering any operating agreement (other than an operating agreement with a public entity) with respect to any substantial part of the System the Issuer shall consult with and be directed by Bond Counsel.

SECTION 5.03. ANNUAL BUDGET. The Issuer shall prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. No expenditure for Operating and Maintenance Costs of the System shall be made in any Fiscal Year in excess of the aggregate amount provided for Operating and Maintenance Costs in the Annual Budget, (A) without a written finding and recommendation by an Authorized Issuer Officer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures, and (B) until the Governing Body shall have approved such finding and recommendation by resolution.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, other than the first Fiscal Year, the preliminary budget for such year, if it be approved by the Consulting Engineers or Rate Consultants, or otherwise the Annual Budget for the preceding Fiscal Year, shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall mail copies of or make available such Annual Budgets and amended Annual Budgets and all resolutions authorizing increased expenditures for Operating and Maintenance Costs to any Credit Bank or Insurer of Bonds who shall file its address with the Executive Director and request in writing that copies of all such Annual Budgets and resolutions be furnished to it and shall make available all such Annual Budgets and resolutions and ordinances authorizing increased expenditures for Operating and Maintenance Costs of the System at all reasonable times to any Holder or Holders of Bonds or to anyone acting for and on behalf of such Holder or Holders.

SECTION 5.04. RATES. The Issuer shall fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of its System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year Net Revenues equal to (A) at least 115% of the Annual Debt Service becoming due in such Fiscal Year, and (B) at least 100% of (1) any amounts required by the terms hereof 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 (2) any County Payments due in such Fiscal Year.

Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues for the purposes provided therefor by this Resolution.

If, in any Fiscal Year, the Issuer shall fail to comply with the requirements contained in this Section 5.04, it shall cause the Rate Consultant to review its rates, fees, charges, income, Gross Revenues, Operating and Maintenance Costs and methods of operation and to make written recommendations as to the methods by which the Issuer may promptly seek to comply with the requirements set forth in this Section 5.04. In performing its services and making its recommendations, the Rate Consultant shall specifically consider the failure by any Member Government to pay the debt service component of its payment obligations under the Water Supply Contract The Issuer shall forthwith commence to implement such recommendations to the extent required so as to cause it to thereafter comply with said requirements. So long as the Issuer implements such recommendations in a timely manner so that the Issuer shall be in compliance with this Section 5.04 as of the end of the immediately succeeding Fiscal Year, the Issuer's failure to comply with this Section 5.04 shall not be considered an Event of Default under Section 7.01 hereof.

SECTION 5.05. BOOKS AND RECORDS. The Issuer shall keep books, records and accounts of the Gross Revenues and operations of the System and the Member Governments and the Holders of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the Issuer relating thereto.

SECTION 5.06. ANNUAL AUDIT. The Issuer shall, after the close of each Fiscal Year, diligently cause the books, records and accounts relating to the System to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities. A copy of each Annual Audit shall regularly be furnished or made available to any Credit Bank or Insurer who shall have furnished his address to the Executive Director and requested in writing that the same be furnished to him.

SECTION 5.07. NO MORTGAGE OR SALE OF THE SYSTEM. The Issuer irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in any manner dispose of the System as a whole or any substantial part thereof (except as provided below) until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 9.01 hereof.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exist: (A) such property is not necessary for the operation of the System, (B) such property is not useful in the operation of the System, (C) such property is not profitable in the operation of the System, or (D) in the case of a lease of such property, such lease will be advantageous to the System and will not materially adversely affect the security for the Bondholders.

Prior to any such sale, lease or other disposition of said property: (1) if the amount to be received therefor is not in excess of five percent (5%) of the capital assets of the System, less accumulated depreciation, as reported in the Issuer's most recent Annual Comprehensive Financial Report ("ACFR"), (a) an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section 5.07 have been met, and (b) if any of the property to be sold, leased or otherwise disposed of was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of five percent (5%) of the capital assets of the System, less accumulated depreciation, as reported in the Issuer's most recent ACFR, (a) an Authorized Issuer Officer and the Consulting Engineers shall each first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second paragraph of this Section 5.07 have been met, (b) the Governing Body shall, by resolution, duly adopt, approve and concur in the findings of the Authorized Issuer Officer and the Consulting Engineers, and (c) the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition is not in violation of the Act and will not adversely affect the federal tax exempt status of interest on the Bonds (other than Taxable Bonds) or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

Except as otherwise required under applicable provisions of the Code, the proceeds, if any, from any such sale or other disposition shall be deposited, first, into the Renewal and Replacement Fund to the extent necessary to make the amount therein equal to the Renewal and Replacement Fund Requirement, and, second, into the Utility Reserve Fund. Proceeds from any lease of assets of the System shall constitute Gross Revenues and shall be deposited in the Revenue Fund.

The transfer of the System as a whole from the control of the Governing Body to some other board or authority created for the purpose of owning, operating or controlling the System and which constitutes a governmental entity, interest on obligations issued by which are excluded from gross income for purposes of Federal income taxation (other than obligations similar to Taxable Bonds or Federal Subsidy Bonds), shall not be deemed prohibited by this Section 5.07 and such successor board or authority shall fall within the definition of "Issuer" in Section 1.01 hereof.

Notwithstanding the foregoing provisions of this Section 5.07, the Issuer shall have the authority to sell for fair and reasonable consideration any land comprising a part of the System which is no longer necessary or useful in the operation of the System and the proceeds derived from the sale of such land shall be disposed of in accordance with the provisions of the fourth paragraph of this Section 5.07; provided, however, if any of the land to be sold was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.

The Issuer may make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the System if such contract, license, easement or right does not, in the opinion of the Consulting Engineers, as evidenced by a certificate to that effect filed with the Issuer, impede or restrict the operation by the Issuer of the System, but any payments to the Issuer under or in connection with any such contract, license, easement or right in respect of the System or any part thereof shall constitute Gross Revenues and shall be deposited in the Revenue Fund; provided, however, if that portion of the System was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such action will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.

SECTION 5.08. INSURANCE. The Issuer will carry or cause to be carried such insurance as is ordinarily carried by private or public entities owning and operating utility facilities similar to the System with a reputable insurance carrier or carriers, in such amounts as the Issuer shall determine to be sufficient and such other insurance against loss or damage by fire, explosion, hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as the Consulting Engineers or an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System, shall recommend or approve as sufficient.

The Issuer may establish certain levels of insurance for which the Issuer may self-insure. Such levels of insurance shall be in amounts as recommended by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System.

The proceeds from property loss and casualty insurance shall be deposited in the Renewal and Replacement Fund or other appropriate fund or account, and, together with other available funds of the Issuer, shall be used to repair or replace the damaged portion of the System; provided, however, if the Issuer makes a determination in accordance with Section 5.07 hereof that such portion of the System is no longer necessary or useful in the operation of the System, such proceeds shall (1) if such proceeds equal or exceed $500,000, (a) be applied to the redemption or purchase of Bonds or (b) be deposited in irrevocable trust for the payment of Bonds in the manner set forth in Section 9.01, provided the Issuer has received an opinion of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, from gross income of interest on the Outstanding Bonds for purposes of federal income taxation (other than Taxable Bonds) and will not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds, or (2) if such proceeds are less than $500,000, be deposited in the Revenue Fund.

SECTION 5.09. NO FREE SERVICE. The Issuer will not render, or cause to be rendered, any free services of any nature by its System or any part thereof.

SECTION 5.10. NO IMPAIRMENT OF RIGHTS. The Issuer will not enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Holders of the Bonds. The Issuer shall perform all of its obligations under the Water Supply Contract and the Interlocal Agreement and shall vigorously enforce all of its rights under the Water Supply Contract and the Interlocal Agreement.

SECTION 5.11. ENFORCEMENT OF CHARGES. The Issuer shall promptly bill the Member Governments and the City of North Port for water consumed by such Member Governments in accordance with the terms of the Water Supply Contract. The Issuer shall compel the prompt payment of rates, fees and charges imposed in connection with the System, and to that end will vigorously enforce all of the provisions of the Water Supply Contract and any other agreement it may enter into for the supply of water.

SECTION 5.12. AMENDMENTS TO INTERLOCAL AGREEMENT AND WATER SUPPLY CONTRACT. The Issuer agrees that it will not make any amendment to the Water Supply Contract or the Interlocal Agreement which will materially adversely affect the security of the Holders of the Bonds, except as otherwise provided in Section 8.04 hereof. The Issuer agrees to enforce the provisions of the Water Supply Contract in order to protect the rights and security of the Bondholders.

SECTION 5.13. COVENANTS WITH CREDIT BANKS AND INSURERS. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders of Bonds the same as if such covenants were set forth in full in this Resolution and may not diminish the security of any of the Bonds Outstanding.

SECTION 5.14. CONSULTING ENGINEERS. The Issuer shall at all times employ Consulting Engineers, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineers under this Resolution, and also to review the construction and operation of the System, to make an inspection of the System at least once every three years, and to submit to the Issuer a report with respect to each such inspection with recommendations as to the proper maintenance, repair and operation of the System during the ensuing Fiscal Year(s), including recommendations for expansion and additions to the System to meet anticipated service demands and an estimate of the amount of money necessary for such purposes. The Consulting Engineers shall annually recommend the amount of the Renewal and Replacement Fund Requirement. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the Issuer for inspection by Bondholders, if such inspection is requested, and shall be mailed to any Member Government requesting the same.

SECTION 5.15. FEDERAL INCOME TAXATION COVENANTS; TAXABLE BONDS. The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it shall not use the proceeds of

such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become included in gross income for purposes of Federal income taxation.

The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on any Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Bonds for purposes of Federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as the issuance thereof will not cause interest on any other Bonds theretofore issued hereunder to be or become subject to federal income taxation. The covenants set forth in this Section 5.15 shall not apply to any Taxable Bonds.

SECTION 5.16. HEDGE AGREEMENTS. Each Counterparty to a Qualified Hedge Agreement shall meet the Initial Rating Requirement. For the period the Counterparty does not fall below "Baa2" by Moody's, "BBB" by Standard & Poor's and "BBB" by Fitch (the "Minimum Rating Requirement"), interest on Bonds subject to a Qualified Hedge Agreement with such Counterparty shall be deemed to be the Hedge Payments for purposes of the definition of "Debt Service." For any period the Counterparty does not satisfy the Minimum Rating Requirement and is not replaced by a Counterparty that meets the Initial Rating Requirement, interest on Bonds subject to a Qualified Hedge Agreement with such Counterparty shall be the actual interest on such Bonds (not taking into account the Hedge Payments) for purposes of the definition of "Debt Service." The above-described requirements for a Counterparty to a Qualified Hedge Agreement and the inclusion or exclusion of Hedge Payments for purposes of the definition of "Debt Service" may be waived in writing by the Insurer(s) of the Bonds if such Bonds are all secured by Bond Insurance Policies.

SECTION 5.17. FEDERAL SUBSIDY BONDS. The Issuer covenants with respect to any Bonds issued as Federal Subsidy Bonds that it will:

(A) File, on a timely basis, Internal Revenue Service Form 8038-CP or such other form or forms required by the United States Department of Treasury to receive Federal Subsidy Payments in connection with any Bonds issued as Federal Subsidy Bonds.

(B) Deposit promptly the Federal Subsidy Payments received from the United States Department of Treasury, if any, to the Interest Account of the Sinking Fund to pay interest on the Federal Subsidy Bonds.

(C) Comply with all provisions of the Code, all Treasury Regulations promulgated thereunder, and any applicable notice, ruling or other formal interpretation issued by the United States Department of Treasury or the Internal Revenue Service, in order for the Bonds issued as Federal Subsidy Bonds to be and to remain Federal Subsidy Bonds.

(D) Not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the Issuer's receipt of Federal Subsidy Payments or the status of the Bonds issued as Federal Subsidy Bonds, or any portion thereof, as Federal Subsidy Bonds. The Issuer covenants that it will not directly or indirectly use or permit the use of any proceeds of Bonds issued as Federal Subsidy Bonds or any other of its funds or take or omit to take any action that would cause the Bonds issued as Federal Subsidy Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) or to fail to meet any other applicable requirements of the Code.

ARTICLE VI
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 6.01. SUBORDINATED INDEBTEDNESS. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or the Gross Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Funds and which may be secured by a pledge of Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing Outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Subordinated Indebtedness. No Subordinated Indebtedness shall be subject to acceleration. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued under the provisions of Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 6.02. ISSUANCE OF ADDITIONAL BONDS. No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing or refinancing the Cost of a Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds or of any Subordinated Indebtedness of the Issuer or any other indebtedness of the Issuer that it may lawfully refund with proceeds of the Bonds.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the Issuer shall certify that it is current in all deposits into the various funds, accounts and subaccounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution have been deposited or made and it has complied with the covenants and agreements of this Resolution.

(B) There shall have been filed with the Issuer (1) a certificate of the Executive Director demonstrating that the requirements of Section 5.04 were met in the last complete Fiscal Year for which the audited financial statements of the Issuer are available; and (2) a report of the Rate Consultant setting forth for each of the three Fiscal Years following the Fiscal Year in which the Authorized Issuer Officer estimates the completion of the Project to be financed by such Additional Bonds (a) estimates of Gross Revenues to be received by the Issuer from the System including the Project to be financed with the Additional Bonds; (b) estimates of Operating and Maintenance Costs for such Fiscal Years; (c) the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued; and (d) that Net Revenues will be sufficient to pay 115% of the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued in each such Fiscal Year, and 100% of (i) any amounts required by the terms hereof to be deposited in the Reserve Account or with the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy, and (ii) any County Payments payable in each such Fiscal Year.

(C) With respect to Additional Bonds that are issued to complete a Project, the Authorized Issuer Officer shall have filed with the Issuer certificate demonstrating that the proceeds of such Additional Bonds to be issued (net of issuance costs and any discounts) will be not more than 10% of the original Cost of such Project for the completion of which such Additional Bonds are then being issued. If the Authorized Issuer Officer files such certificate with the Issuer, the conditions of Section 6.02(B) hereof shall not apply to the issuance of such Additional Bonds. If Additional Bonds are issued to complete a Project and the proceeds of such Additional Bonds (net of issuance costs and any discounts) are greater than 10% of the original cost of such Project, the Issuer may issue such Bonds provided the conditions of Section 6.02(B) hereof are satisfied.

(D) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on additional parity Variable Rate Bonds then proposed to be issued shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(E) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Outstanding Variable Rate Bonds shall be deemed to be (1) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the date of sale of such Additional Bonds, the highest interest rate borne by such Variable Rate Bonds for any 30-day period preceding the average date of sale of such Additional Bonds, or (2) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of sale of such Additional Bonds, the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(F) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other

provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. Except as provided in Sections 4.02 and 4.05 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(G) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Sections 6.02(B) hereof shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in Maximum Annual Debt Service. The conditions of Section 6.02(B) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 6.03. BOND ANTICIPATION NOTES. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by Supplemental Resolution of the Issuer. Such notes shall be Subordinated Indebtedness, unless the Issuer satisfies the conditions of Section 6.02 hereof relating to Additional Bonds.

SECTION 6.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS. The Issuer may provide for the accession of Subordinated Indebtedness to the status of complete parity with the Bonds, if (A) the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Sections 6.02(A) and (B) hereof, assuming for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds, (B) the facilities financed by such Subordinated Indebtedness shall be, or become part of, the System, and (C) if such Subordinated Indebtedness will be secured in any manner by the Reserve Account or a subaccount therein, the Reserve Account, upon such accession, shall contain an amount equal to the Reserve Account Requirement in accordance with Section 4.05(B)(4) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

ARTICLE VII
DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Sinking Fund Installment, redemption premium or interest on any Bond when due. In determining whether a payment default has occurred, no effect shall be given to payment made under a Bond Insurance Policy.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter adopted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 90 days after written notice of such default shall have been received from an Insurer or the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected; provided, however, no such curative action shall exceed 90 days without the prior written consent of the Insurer.

The Issuer shall provide immediate notice of any Event of Default described in Section 7.01(A) to all affected Bondholders, to each Member Government and to each Insurer. The Issuer shall provide notice of any other Event of Default to all affected Bondholders, to each Member Government and to each Insurer within 30 days of the Issuer's knowledge thereof.

SECTION 7.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State

of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Executive Director. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer, the Member Governments and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 7.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Series of Bonds owned by such Holders or insured by such Insurer, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction of the Holders which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 7.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 7.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence

therein; and every power and remedy given by Section 7.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 7.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds (except as for amounts in the subaccounts of the Reserve Account which shall be applied to the payment of the Series of Bonds for which they were established) as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

B. To the payment of the amounts required for reasonable and necessary Operating and Maintenance Costs, and for the reasonable renewals, repairs and replacements of the System necessary to prevent loss of Net Revenues, as certified by the Consulting Engineer;

C. To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest (including Hedge Payments) then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with any accrued and unpaid interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with any accrued and unpaid interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable (including Hedge Payments), all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

D. To the payment of all amounts owed to the Insurers and Credit Banks not covered by A, B or C above.

SECTION 7.07. CONTROL BY INSURER. To the extent an Insurer makes any payment of principal of or interest on Bonds in accordance with its Bond Insurance Policy, such Insurer shall become subrogated to the rights of the recipients of such payments in accordance with the terms of its Bond Insurance Policy. Upon the occurrence and continuance of an Event of Default, an Insurer of a Series of Bonds, if such Insurer shall not be in payment default under its Bond Insurance Policy, shall be deemed to be the sole owner of such Bonds for purposes of (A) directing and controlling the enforcement of all rights and remedies with respect to such Series of Bonds, including any waiver of an Event of Default and removal of any trustee, and (B) exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of such Bonds are entitled to take pursuant to this Article VII hereof. No provision expressly recognizing or granting rights in or to an Insurer shall be modified without the consent of such Insurer. An Insurer's rights under this Section 7.07 shall be suspended during any period in which such Insurer is in default in its payment obligations under its Bond Insurance Policy (except to the extent of amounts previously paid by such Insurer and due and owing to such Insurer) and shall be of no force or effect if its Bond Insurance Policy is no longer in effect or if the Insurer asserts that its Bond Insurance Policy is not in effect or if the Insurer waives such rights in writing. The rights granted to an Insurer under this Section 7.07 are granted in consideration of such Insurer issuing its Bond Insurance Policy. The Issuer shall provide each Insurer immediate notice of any Event of Default described in Section 7.01(A) hereof and notice of any other Event of Default occurring hereunder within 30 days of the occurrence thereof. Each Insurer of any Bonds hereunder shall be considered a third-party beneficiary to the Resolution with respect to such Bonds.

ARTICLE VIII
SUPPLEMENTAL RESOLUTIONS

SECTION 8.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolutions shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in Section 2.01 hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To authorize Additional Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds, Federal Subsidy Bonds or Capital Appreciation Bonds.

(H) To provide for the establishment of a separate subaccount or subaccounts in the Reserve Account which shall independently secure one or more Series of Bonds.

(I) To revise the procedures provided in Section 4.05(B)(4) hereof pursuant to which moneys are drawn on a Reserve Account Insurance Policy or Reserve Account

Letter of Credit and moneys are reimbursed to the provider of such Policy or Letter of Credit.

(J) To make provision hereunder for the use of a Qualified Hedge Agreement.

(K) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security of Holders of the Bonds. In making such determination, the Issuer shall not take into consideration any Bond Insurance Policy.

Prior to adoption of any Supplemental Resolution which amends or modifies provisions of this Resolution, the Issuer shall obtain an opinion of Bond Counsel to the effect that the amendments or modifications to this Resolution shall not adversely affect the exclusion, if any, from gross income of interest on the Bonds for purposes of federal income taxation.

SECTION 8.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS', INSURER'S CREDIT BANKS' CONSENTS. Subject to the terms and provisions contained in this Section 8.02 and Sections 8.01 and 8.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of any Credit Bank that has provided a Credit Facility and the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect if such Insurer and Credit Bank are not in payment default under their Bond Insurance Policy or Credit Facility, as the case may be. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution, or except as otherwise permitted or provided hereby, which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds (except as to the establishment of separate subaccounts in the Reserve Account provided in Section 4.05(B)(4) hereof), or (E) a

reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Insurers or the Credit Banks of the adoption of any Supplemental Resolution as authorized in Section 8.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the Clerk shall cause the Registrar to give notice of the proposed amendments provided in such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed amendments and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendments provided in the Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

The Issuer may adopt the Supplemental Resolution approving the amendments subject to the consents and approvals described in this Section 8.02.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be

determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 8.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 8.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

Notwithstanding any other provision of this Section 8.02, to the extent permitted by law, at the time of issuance or remarketing of Bonds under this Resolution, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Bonds, or as agent for or in lieu of Holders of the Series Bonds, may provide consent to amendments to this Resolution pursuant to this Section 8.02.

SECTION 8.03. AMENDMENT WITH CONSENT OF INSURERS AND CREDIT BANKS ONLY. For purposes of amending this Resolution pursuant to Section 8.02 hereof, an Insurer of Bonds and the Credit Bank providing a Credit Facility shall be considered the Holder of such Bonds which it has insured or provided a Credit Facility. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds and any such Credit Bank shall consent to the amendment as provided by this Section 8.03 and such Insurer and Credit Bank is not in default with respect to its obligations under its Bond Insurance Policy or Credit Facility. At least 15 days prior to adoption of any amendment made pursuant to this Section 8.03, notice of such amendment shall be delivered to the Rating Agencies rating the Bonds. Upon filing with the Clerk of evidence of such consent the Insurers and Credit Banks as aforesaid, the Issuer may adopt such Supplemental Resolution or adopt the Supplemental Resolution subject to the consents provided in this Section 8.02. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 8.02 hereof. Notwithstanding the foregoing, the consent of all affected Bondholders shall still be required with respect to any amendment set forth in Clauses (A), (B), (C), (D) or (E) in the first paragraph of Section 8.02 hereof.

SECTION 8.04 AMENDMENTS TO WATER SUPPLY CONTRACT; RELEASE OR ASSIGNMENT OF WATER SUPPLY CONTRACT. (A) The Water Supply Contract may be amended by the parties thereto without the consent of any Bondholders, Insurer or Credit Bank if such amendment will not materially adversely affect the security for the Bonds. If such amendment materially adversely affects the security for the Bonds, the Water Supply Contract may be amended in such manner as the parties thereto deem appropriate if all the Outstanding Bonds are secured by Bond Insurance Policies and/or Credit Facilities and the Insurers and/or Credit Banks which issue such

Policies or Facilities consent to such amendments. If all of the Outstanding Bonds are not secured by Bond Insurance Policies and/or Credit Facilities, the Water Supply Contract may be amended in a manner which materially adversely affects the security for the Bonds if each Insurer and/or Credit Bank for the Outstanding Bonds and a majority of Holders of Bonds not secured by a Bond Insurance Policy or Credit Facility consent to such amendments.

(B) The Issuer will not approve any action described under Section 33 of the Water Supply Contract which materially adversely affects the security for the Bonds without the prior written consent of the Insurer.

SECTION 8.05 SERIES 2025 BONDHOLDER CONSENT. Purchase by the initial Holders of the Series 2025 Bonds shall constitute consent to the amendments provided herein. Consent of the initial Series 2025 Bondholders shall be binding on all future Series 2025 Bondholders and shall provide the consent required by Section 8.02 of the Existing Resolution for the amendments provided herein. Notwithstanding anything in the Existing Resolution to the contrary and subject in all respects to the award of the Series 2025 Bonds in accordance with the Supplemental Resolution relating to the Series 2025 Bonds, the amendments to the Resolution provided herein shall become effective only upon the consent of a majority of Bondholders required by Section 8.02 of the Existing Resolution and any other required consents. The Series 2025 Bondholders by purchasing the Series 2025 Bonds shall waive any irregularity with the provisions of Section 8.02.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01. DEFEASANCE. If (A) the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of any Bonds the principal and interest or Redemption Price, plus accrued interest, due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, and (B) the Issuer shall pay all Policy Costs owing to any provider of a Reserve Account Letter of Credit or Reserve Account Insurance Policy and all amounts owing to the Insurers and Credit Banks, then all covenants, agreements and other obligations of the Issuer to the Holders of such Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to this Resolution which are not required for payment or redemption of any Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto shall be deemed to have been paid within the meaning of this Section 9.01 if (i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal bonds to be in such amount that the principal of and the interest on or Redemption Price thereof which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of, premium, if any, and interest due and to become due on said Bonds through and including the maturity date and/or redemption date, as applicable, thereof. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price of the Bonds for the payment of which they were deposited and the interest accruing thereon to the date of maturity and/or redemption date, as applicable; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or Redemption Price of the refunded Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Refunding Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Refunding Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

If Bonds are not to be redeemed or paid within 60 days after any such defeasance described in this Section 9.01, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity date and/or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of and interest on or Redemption Price of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 9.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

Notwithstanding anything herein to the contrary, in the event that the principal of or interest due on the Bonds shall be paid by an Insurer or Insurers, such Bonds shall remain Outstanding, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers shall be subrogated to the rights of such Bondholders.

SECTION 9.02. CAPITAL APPRECIATION BONDS. For the purposes of (A) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any

notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

SECTION 9.03. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 9.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 9.05. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by Counsel for the Issuer, the Bond Counsel is authorized to institute appropriate proceedings for validation of a Series of the Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

SECTION 9.06. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 9.07. FULL FORCE AND EFFECT. The Resolution, as herein amended and restated, shall remain in full force and effect.

SECTION 4. FULL FORCE AND EFFECT. The Existing Resolution, as herein amended and restated, shall remain in full force and effect.

SECTION 5. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Amended and Restated Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Amended and Restated Resolution and shall in no way affect the

validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 6. REPEALING CLAUSE. All resolutions, ordinances, or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION 7. EFFECTIVE DATE. This Amended and Restated Resolution shall take effect immediately upon the issuance of the Series 2025 Bonds and receipt of any consents or approvals required by documentation related to Bonds issued under the Existing Resolution or securing such Bonds in accordance with Section 8.02 of the Existing Resolution.

ADOPTED at a meeting of the Board of Directors on the ____ of _____, 2025.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

By: _____
Joseph Tiseo, Chairman
Authority Board of Directors

ATTEST:

_____
Richard Anderson, Executive Director

APPROVED AS TO FORM: Date:_____

_____
Doug Manson, General Counsel

TAB C
Resolution 2025-07 Master Bond Resolution - Black Line

DRAFT #4: 5/ /25
596-00018.C4

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

~~COMPOSITE~~AMENDED AND RESTATED
UTILITY SYSTEM REVENUE BOND RESOLUTION
~~(as amended thru September 30, 2020)~~

ADOPTED ~~DECEMBER 7~~June 4, ~~2005~~2025

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RESOLUTION NO. ~~2005-10~~2025-07

A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION~~.~~" AS PREVIOUSLY AMENDED; AND PROVIDING AN EFFECTIVE DATE"

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY:

SECTION 1. AUTHORITY FOR THIS AMENDED AND RESTATED RESOLUTION. This Amended and Restated Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that:

A. On December 7, 2005, the Issuer duly adopted Resolution No. 2005-10, the title of which is set forth in the title hereto (as previously amended, the "Existing Resolution").

B. Upon the advice of the Issuer's Financial Advisor and Bond Counsel, it is necessary and desirable to further amend the Existing Resolution in certain respects and to restate the Existing Resolution, as previously amended, in its entirety.

SECTION 3. AMENDED AND RESTATED RESOLUTION. The Existing Resolution is hereby amended and restated in its entirety to read as follows:

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Accreted Value" shall mean, as of any date of computation with respect to any Capital Appreciation Bond, an amount equal to the principal amount of such Capital Appreciation Bond (the principal amount at its initial offering) plus the interest accrued on such Capital Appreciation Bond from the date of delivery to the original purchasers thereof to the Interest Date next preceding the date of computation or the date of computation if an Interest Date, such interest to accrue at a rate not exceeding the legal rate, compounded semiannually, plus, with respect to matters related to the payment of the Capital Appreciation Bonds prior to maturity thereof, if such date of computation shall not be an Interest Date, a portion of the difference between the Accreted Value as of the immediately preceding Interest Date and the Accreted Value as of the immediately succeeding Interest Date, calculated based on the assumption that Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a 360-day year.

"Act" shall mean Chapter 373, Florida Statutes; Section 163.01, Florida Statutes; the Interlocal Agreement and other applicable provisions of law.

"Additional Bonds" shall mean the obligations issued at any time under the provisions of Section 6.02 hereof on a parity with the ~~Series 2005~~Outstanding Bonds.

"Additional Project" or **"Project"** shall mean any structure, property or facility which the Issuer from time to time may determine to construct or acquire as part of the System, together with all equipment, structures, facilities and other property necessary or appropriate in connection therewith which are financed in whole or in part with the indebtedness secured by this Resolution. This term is to be broadly construed as including any lawful undertaking which will accrue to the benefit of the System, including, without limitation, joint ventures and acquisition of partial interests or contractual rights, and including modification, disposal, replacement or cancellation of a Project previously

authorized, should such modification, disposal, replacement or cancellation be permitted under this Resolution.

"Annual Audit" shall mean the annual audit prepared pursuant to the requirements of Section 5.06 hereof.

"Annual Budget" shall mean the annual budget prepared pursuant to the requirements of Section 5.03 hereof.

"Annual Debt Service" shall mean, at any time, the aggregate amount of Debt Service on the Bonds for each applicable Fiscal Year. Any principal and interest payments coming due on October 1 may be deemed to come due on the preceding September 30 for purposes of this definition.

"Authorized Investments" shall mean any ~~of the following, if and to the extent that the same are at the time legal for investment of funds of the Issuer and to the extent permitted pursuant to the Interlocal Agreement:~~investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy. "Authorized Investments" may be supplemented and amended by Supplemental Resolution.

~~(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.~~

~~(2) Federal Housing Administration debentures.~~

~~(3) The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America:~~

~~(a) Federal Home Loan Mortgage Corporation (FHLMC)~~

~~(b) Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts) - Senior Debt obligations~~

~~(c) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) Consolidated system-wide bonds and notes~~

~~(d) Federal Home Loan Banks (FHL Banks) Consolidated debt obligations~~

~~(e) Federal National Mortgage Association (FNMA) Senior debt obligations Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts)~~

~~(f) Student Loan Marketing Association (SLMA) Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date)~~

~~(g) Financing Corporation (FICO) Debt obligations~~

~~(h) Resolution Funding Corporation (REFCORP) Debt obligations~~

~~(4) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated 'A-1' or better by S&P.~~

~~(5) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least $5 million.~~

~~(6) Commercial paper (having original maturities of not more than 270 days) rated 'A-1+' by S&P and 'Prime-1' by Moody's.~~

~~(7) Money market funds rated 'AAm' or 'AAm-G' by S&P, or better.~~

~~(8) "State Obligations", which means:~~

~~(a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated 'A3' by Moody's~~ and ~~'A' by S&P, or better, or any obligation fully and~~

~~unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated.~~

~~(b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (A) above and rated 'A-1+' by S&P and 'MIG-1' by Moody's.~~

~~(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated 'AA' or better by S&P and 'Aa' or better by Moody's.~~

~~(9) Pre-refunded municipal obligations rated "AAA" by S & P and "Aaa" by Moody's meeting the following requirements:~~

~~(a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;~~

~~(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;~~

~~(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");~~

~~(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;~~

~~(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and~~

~~(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.~~

~~(10) Repurchase agreements:~~

~~With (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's and acceptable to the Insurer, provided that:~~

~~(a) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S & P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach);~~

~~(b) A third party acting solely as agent for the Issuer (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);~~

~~(c) The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);~~

~~(d) All other requirements of S&P in respect of repurchase agreements shall be met; and~~

~~(e) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Issuer (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Issuer.~~

~~Notwithstanding the above, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), collateral levels need not be as specified above, so long as such collateral levels are 103% or better and the provider is rated at least "A" by S&P and Moody's, respectively.~~

~~(11) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of~~

~~which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:~~

~~(a) interest payments are to be made to the Paying Agent at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;~~

~~(b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice; the Issuer and the Paying Agent hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid;~~

~~(c) the investment agreement shall state that is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;~~

~~(d) the Issuer or the Paying Agent receives the opinion of domestic counsel (which opinion shall be addressed to the Issuer and the Insurer) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable) in form and substance acceptable, and addressed to, the Insurer;~~

~~(e) the investment agreement shall provide that if during its term~~

~~(i) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (i) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Issuer, the Paying Agent or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S & P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (ii) repay the principal of and accrued but unpaid interest on the investment, and~~

~~(ii) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Issuer or the Paying Agent (who shall give such direction if so directed by the Insurer), within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Issuer or Paying Agent, and~~

~~(iii) The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);~~

~~(f) the investment agreement must provide that if during its term~~

~~(i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Issuer or the Paying Agent (who shall give such direction if so directed by the Insurer), be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Paying Agent, as appropriate, and~~

~~(ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Issuer or Paying Agent, as appropriate.~~

~~(12) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to State law as a legal depository of public moneys.~~

"Authorized Issuer Officer" shall mean the Executive Director, and when used in reference to any act or document, also means any other person authorized by resolution of the Issuer to perform such act or sign such document.

"Balloon Bonds" means Bonds of a Series designated as such by Supplemental Resolution adopted in connection with the issuance thereof, for which either (1) no serial maturities or Sinking Fund Installments prior to the maturity thereof have been established,

or (2) twenty-five percent (25%) or more of the original principal amount of which matures during any one year.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bond Insurance Policy" shall mean the municipal bond new issue insurance policy or policies issued by an Insurer guaranteeing the payment of the principal of and interest on any portion of the Bonds. ~~With respect to the Series 2005 Bonds, "Bond Insurance Policy" shall mean the municipal bond new issue insurance policy issued by Financial Security Assurance Inc.~~

"Bonds" shall mean the ~~Series 2005~~Outstanding Bonds, together with any Additional Bonds issued pursuant to this Resolution~~.~~ and any Subordinated Indebtedness which accedes to the status of Bonds pursuant to Section 6.04 hereof. "Bonds" may include notes and other forms of indebtedness which meet the requirements of Section 6.02 hereof.

~~**"Build America Bonds"** or **"BABs"** shall mean Bonds issued as Build America Bonds (Direct Payment) authorized pursuant to Section 54AA of the Code, as further described in Internal Revenue Service Notice 2009-26. Build America Bonds shall also include Bonds issued as part of any successor program pursuant to which direct payments are made to the Issuer from the United States Treasury, or any other party designated by the federal government to issue such payments.~~

"Capital Appreciation Bonds" shall mean those Bonds which may be either Serial Bonds or Term Bonds and which shall bear interest payable only at maturity or redemption. In the case of Bonds that convert to or from Capital Appreciation Bonds with interest payable prior to maturity or mandatory redemption of such Bonds, such Bonds shall be considered Capital Appreciation Bonds only during the period of time interest accrues and is not payable to the Holder thereof.

"Chairman" shall mean the Chairman of the Governing Body, or, in his or her absence or unavailability, the Vice-Chairman of the Governing Body of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed.

"Construction Fund" shall mean the fund established pursuant to Section 4.03 hereof.

"Consulting Engineers" shall mean ~~an~~any engineer or engineering firm ~~or firms~~ of reputation for skill and experience with respect to the construction, maintenance and/or operation of facilities similar to the System or any portion thereof, which is duly licensed under the laws of the State of Florida and designated by the Issuer to perform the duties of the Consulting Engineers under the provisions hereof.

"Cost," when used in connection with a Project, shall mean ~~all expenses associated with the acquisition, construction, installation, reconstruction, renewal or replacement thereof, including without limitation: (1) land and interests therein, property rights, and easements of any nature whatsoever; (2) physical construction, reconstruction, renewal, replacement or completion; (3) acquisition and installation of machinery, equipment and other tangible personal property; (4) planning, architectural, engineering, surveying, legal, environmental and other consultant services; (5) fees and expenses associated with the issuance of Bonds and other Issuer debt, including but not limited to bond counsel, disclosure counsel, financial advisor, underwriters' discount, rating agencies, bond insurance, credit or liquidity facilities, and printing the Bonds and other Issuer debt and supporting documentation; (6) interest accruing on the Bonds and other Issuer debt for such period of time as the Issuer deems appropriate; (7) deposits to the Reserve Account; and (8) all other expenses that are~~(1) the Issuer's cost of physical construction; (2) costs of acquisition by or for the Issuer of such Project; (3) costs of land and interests therein and the cost of the Issuer incidental to such acquisition; (4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the System during the period of acquisition and construction of such Project and for such period subsequent to completion as the Issuer shall determine; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the issuance, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) amounts, if any, required by this Resolution to be paid into the Interest Account upon the issuance of any Series of Bonds; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Issuer (other than the Bonds) incurred for a Project; (10) costs of machinery, equipment and supplies and reserves required by the Issuer for the commencement of operation of such Project; and (11) any other costs properly attributable ~~thereto under~~to such construction or acquisition, as determined by generally accepted accounting principles~~, including~~ applicable to public utility systems similar to the System, and shall include reimbursement to the Issuer for any ~~moneys advanced for such purpose~~such items of Cost heretofore paid by the Issuer and interest on any interfund loan ~~for such purposes~~related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.

"Counterparty" shall mean the entity entering into a Hedge Agreement with the Issuer. Counterparty would also include any guarantor of such entity's obligations under such Hedge Agreement.

"County Payments" shall mean the payments required to be made to ~~Charlotte County and~~ DeSoto County pursuant to the Water Supply Contract.

"Credit Bank" shall mean as to any particular Series of Bonds, the Person (other than an Insurer) providing a letter of credit, a line of credit or other credit or liquidity facility, as designated in the Supplemental Resolution providing for the issuance of such Bonds.

"Credit Facility" shall mean as to any particular Series of Bonds, an irrevocable letter of credit, a line of credit or other credit or legal liquidity facility (other than ~~an insurance policy~~a Bond Insurance Policy issued by an Insurer), as approved in the Supplemental Resolution providing for the issuance of such Bonds.

"Debt Service" shall mean, at any time, the aggregate amount in the then applicable period of time of (1) interest required to be paid on the Outstanding Bonds during such a period of time, except to the extent that such interest is to be paid from deposits in the Interest Account made from Bond proceeds, (2) principal of Outstanding Serial Bonds maturing in such period of time, and (3) the Sinking Fund Installments herein designated with respect to such period of time. For purposes of this definition, (A) all amounts payable on a Capital Appreciation Bond shall be considered a principal payment in the year it becomes due, (B) subject to the provisions of Section 5.16 hereof, with respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of such Qualified Hedge Agreement shall be deemed to be the Hedge Payments coming due such a period of time, (C) ~~if~~in the case of any Series of Balloon Bonds ~~has 25% or more of the aggregate principal amount of such Series coming due in any one year~~, Debt Service shall be determined on such Series during such period of time as if the principal of and interest on such Series were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of ~~25~~30 years from the date of calculation, (D) the amount on deposit in the Reserve Account (or any subaccount thereof) on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds which are secured by such Reserve Account (or subaccount thereof) and in each preceding year until such amount is exhausted, and (E) in the case of ~~BABs~~Federal Subsidy Bonds, for purposes of calculating the Reserve Account Requirement, and compliance with Sections 5.04 and 6.02 hereof, Debt Service shall be computed net of Federal ~~Direct~~Subsidy Payments scheduled to be received by the Issuer in connection with such ~~BABs~~Federal Subsidy Bonds during the applicable time period. For purposes of Section 5.04 hereof, clause (C) above shall be applicable only in a Fiscal Year in which principal on a Series of Bonds described in such

clause (C) comes due. Any principal and interest payments coming due on October 1 may be deemed to come due on the preceding September 30 for purposes of this definition.

~~**"Escrow Deposit Agreement"** shall mean the Escrow Deposit Agreement between the Issuer and an escrow agent selected by the Issuer pursuant to Supplemental Resolution relating to the payment of the Refunded Bonds.~~

"Executive Director" shall mean the Executive Director of the Issuer or his or her designee.

"Federal ~~Direct~~Subsidy Payments" shall mean the direct payments due to the Issuer from the United States Treasury, or other party designated by the federal government to issue such payments, with respect to the ~~Build America~~Federal Subsidy Bonds. For all purposes of the Resolution, such payments shall not constitute Government Grants.

"Federal Securities" shall mean non-callable direct obligations ~~described in paragraph (1) of the definition of "Authorized Investments." Notwithstanding anything herein to the contrary, "Federal Securities" shall additionally include securities fully and~~of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury) or non-callable obligations the principal of and interest on which are unconditionally guaranteed ~~as to the payment of principal and interest~~ by the United States of America ~~and approved by all Insurers and Credit Banks, to which guarantee the full faith and credit of the United States of America has been pledged, where such securities shall be scheduled to mature at times sufficient to ensure that moneys paid by the United States of America to honor such guarantee obligation are available to pay when due the principal of and premium, if any, and interest due and to become due on Bonds deemed paid within the meaning of Section 9.01 of this Resolution on or prior to the redemption date or maturity date thereof, as the case may be.~~. All such obligations shall not permit redemption prior to maturity at the option of the obligor.

"Federal Subsidy Bonds" shall mean Bonds issued under Section 54AA of the Code, Section 1400U-2 of the Code or any other similar provision of the Code, the interest on which is not exempt from federal income taxation, with respect to which the Issuer elects to receive, or is otherwise entitled to receive, Federal Subsidy Payments from the United States Department of Treasury.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Fitch" shall mean Fitch Ratings and any assigns and successors thereto.

"Governing Body" shall mean the Board of Directors of the Issuer or its successor in function.

"Government Grant," when used with respect to the System, shall mean any sum of money heretofore or hereafter received by the Issuer from the United States of America or any agency thereof or from the State of Florida or any agency or political subdivision thereof as or on account of a grant or contribution, not repayable by the Issuer, for or with respect to (1) the construction, acquisition or other development of an addition, extension or improvement to any part of the System or any costs of any such construction, acquisition or development~~.~~, or (2) the financing of any such construction, acquisition, development or costs; provided, however, Government ~~Grant~~Grants shall not include any grants or contributions received by the Issuer for ~~purposes of (1)~~the purpose of funding Operating and Maintenance Costs or ~~(2)~~ paying ~~debt service on obligations of the Issuer. Any grants or contributions described in the preceding sentence shall be considered "Gross Revenues."~~Annual Debt Service on Bonds. Federal Subsidy Payments are not Government Grants for the purposes herein.

"Gross Revenues" shall mean (1) all moneys derived by the Issuer from the Water Supply Contract, (2) moneys deposited from the Rate Stabilization Account into the Revenue Account in accordance with the terms hereof, provided any moneys transferred from the Rate Stabilization Account into the Revenue Account within 90 days following the end of a Fiscal Year may be designated by the Issuer as Gross Revenues of such prior Fiscal Year, (3) proceeds from any use and occupancy insurance on the System, (4) Investment Earnings and (5) other revenues received by the Issuer, including Federal ~~Direct~~Subsidy Payments. "Gross Revenues" shall not include (A) Government Grants, except to the extent ~~prohibited or restricted as to its use~~such Government Grants may be used for payment of Operating and Maintenance Costs or payment of Annual Debt Service by the terms of the Government Grant, (B) proceeds of Bonds or other Issuer debt, (C) moneys deposited to the Rate Stabilization Account from the Utility Reserve Fund, including, but not limited to, any moneys transferred from the Utility Reserve Account to the Rate Stabilization Account within 90 days following the end of a Fiscal Year which the Issuer determines not to be Gross Revenues of such prior Fiscal Year, and (D) solely for purposes of Sections 5.04 and 6.02 hereof, Federal ~~Direct~~Subsidy Payments.

"Hedge Agreement" shall mean an agreement in writing between the Issuer and the Counterparty pursuant to which (~~A~~1) the Issuer agrees to pay to the Counterparty an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate) payable on ~~the debt of the Counterparty~~a notional amount specified in such agreement ~~in~~during the period specified in such agreement and (~~B~~2) the Counterparty agrees to pay to the Issuer an amount, either at one time or periodically, which may, but is not required to, be determined by reference to the amount of interest (which may be at a fixed or variable rate)

payable on all or a portion of a ~~Series of Bonds~~notional amount specified in such agreement during the period specified in such agreement. Hedge Agreement shall also include any financial product or agreement which is used by the Issuer as a hedging device with respect to its ~~obligation~~obligations to pay interest on the Bonds, or any portion thereof, which is designated by the Issuer as a "Hedge Agreement."

"Hedge Payments" shall mean any amounts payable by the Issuer as interest on the related notional amount under a Qualified Hedge Agreement; excluding, however, any payments due as a penalty or a fee or by virtue of termination of a Qualified Hedge Agreement or any obligation of the Issuer to provide collateral.

"Hedge Receipts" shall mean any amounts receivable by the Issuer on the related notional amount under a Qualified Hedge Agreement.

"Initial Rating Requirement" shall mean, with regard to a Qualified Hedge Agreement, a Counterparty which at the time it enters into such Qualified Hedge Agreement is rated "A-" or better by Standard & Poor's or "A3" or better by Moody's or "A-" or better by Fitch.

~~**"Initial Project"** shall mean the design, engineering, acquisition and construction of the improvements described in Exhibit G to the Water Supply Contract, including, without limitation, all property rights, easements, appurtenances, rights-of-way, franchises and equipment relating thereto and deemed necessary or convenient for the acquisition, construction, renovation, reconstruction or operation thereof, with such changes, deletions, additions or modifications to the enumerated improvements, equipment and facilities, or such other improvements, equipment or facilities as may hereafter be approved by the Governing Body in accordance with the Act pursuant to resolution.~~

"Insurer" shall mean such Person as shall be in the business of insuring or guaranteeing the payment of principal of and interest on municipal securities and ~~whose credit is such that, at the time of any action or consent required or permitted by the Insurer pursuant to the terms of this Resolution, all municipal securities insured or guaranteed by it are then rated, because of such insurance or guarantee, in one of the two most secure grades by one of the Rating Agencies. "Insurer" with respect to the Series 2005 Bonds shall mean Financial Security Assurance Inc. or~~which issues a Bond Insurance Policy securing a Series of Outstanding Bonds, and any successor thereto.

"Interest Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Interest Date" or **"interest payment date"** shall be such date or dates as shall be provided by Supplemental Resolution of the Issuer.

"Interlocal Agreement" shall mean the ~~Interlocal Agreement, dated as of May 21, 1991, among the Member Governments relating to the governance and operation of the Issuer, as amended and supplemented, in particular by the~~ Second Amended Interlocal Agreement Creating The Peace River/Manasota Regional Water Supply Authority Agreement, dated as of October 5, 2005, and any successor instrument thereto.

"Investment Earnings" shall mean all income and earnings derived from the investment of moneys in the funds and accounts established hereunder, other than the Construction Fund and the Rebate Fund.

"Issuer" shall mean Peace River/Manasota Regional Water Supply Authority, and also includes any authority or other governmental entity to which may hereafter be transferred some or all of the powers and responsibilities of the Issuer with respect to the ownership, financing, operation, enlargement, improvement and maintenance of the System, to the extent permitted by the Interlocal Agreement.

"Maximum Annual Debt Service" shall mean the largest aggregate amount of the Annual Debt Service becoming due in any Fiscal Year in which Bonds are Outstanding. Any principal and interest payments coming due on October 1 may be deemed to come due on the preceding September 30 for purposes of this definition.

"Maximum Interest Rate" shall mean, with respect to any particular Variable Rate Bonds, a numerical rate of interest, which shall be set forth in the Supplemental Resolution of the Issuer delineating the details of such Bonds, that shall be the maximum rate of interest such Bonds may at any particular time bear.

"Member Governments" shall mean Charlotte County, Florida; DeSoto County, Florida; Manatee County, Florida; and Sarasota County, Florida, and any other local government which shall become a party to the Interlocal Agreement in accordance with the terms of the Interlocal Agreement.

"Moody's" shall mean Moody's Investors Service, and any assigns and successors thereto.

"Net Revenues" shall mean Gross Revenues less Operating and Maintenance Costs.

"North Port" shall mean the City of North Port, Florida.

"Operation, Maintenance and Administration Fund" shall mean the fund created pursuant to Section 4.04(B) hereof.

"Operating and Maintenance Costs" shall have the meaning provided therefor in the Water Supply Contract, as well as any other costs or expenses of the Issuer which are properly attributable as operating expenses; but does not include any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of service or of Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the System, or any provision for interest, depreciation, amortization or similar charges.

Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which other Bond or Bonds have been issued under agreement to replace lost, mutilated or destroyed Bonds, (2) any Bond surrendered by the Holder thereof in exchange for other Bond or Bonds under Sections 2.06 and 2.08 hereof, (3) Bonds deemed to have been paid pursuant to Section 9.01 hereof and (4) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean ~~any~~for each Series of Bonds, the paying agent ~~for Bonds~~ appointed by ~~or pursuant to Supplemental Resolution~~the Issuer for such Series of Bonds and its successor or assigns, ~~and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution~~if any. The Issuer may serve as Paying Agent.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, governmental entity or other legal entity.

"Pledged Funds" shall mean, (1) the Net Revenues and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the funds and accounts established hereunder, except (A) as for the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay the Operating and Maintenance Costs of the System in accordance with the terms hereof, and (C) moneys on deposit in a subaccount of the Reserve Account to the extent moneys on deposit therein shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance with the provisions hereof.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on

the date or dates specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Federal Securities, secured in the manner set forth in Section 9.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Federal Securities, which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradations, such as "plus" or "minus" of such categories) of two of the Rating Agencies.

"Principal Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

~~**"Projects"** shall mean the Initial Project and any Additional Project.~~

~~**"Pro Rata Share"** shall mean as it relates to the use of proceeds of the Series 2005A Bonds, the percentage resulting from the aggregate principal amount of the Series 2005A Bonds being divided by the aggregate principal amount of the Series 2005 Bonds. "Pro Rata Share" shall mean, as it relates to the Series 2005B Bonds, the percentage resulting from the aggregate principal amount of the Series 2005B Bonds being divided by the aggregate principal amount of the Series 2005 Bonds. For purposes of this definition, the aggregate principal amount of the Series 2005A Bonds, the Series 2005B Bonds and the Series 2005 Bonds shall be less any original issue discount attributable thereto and plus any premium received by the Issuer from the sale thereof.~~

"Qualified Hedge Agreement" shall mean a Hedge Agreement with a Counterparty which meets the Initial Rating Requirement.

"Rate Consultant" shall mean any accountant, engineer or consultant or firm of accountants, engineers or consultants chosen by the Issuer from time to time with reputation for skill and experience in reviewing and recommending rates for utility systems similar to the System.

"Rate Stabilization Account" shall mean the separate account established in the Revenue Fund established pursuant to Section 4.04(A) hereof.

"Rating Agencies" means Fitch, Moody's and Standard & Poor's.

"Rebate Fund" shall mean the Rebate Fund established pursuant to Section 4.04(F) hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

~~**"Refunded Bonds"** shall mean the Peace River/Manasota Regional Water Supply Authority Revenue Bonds, Series 1998A.~~

~~**"Refunded Note"** shall mean the Issuer's Promissory Note, Series 2005.~~

"Refunding Securities" shall mean Federal Securities and Prerefunded Obligations.

"Registrar" shall mean ~~any registrar~~ for ~~the~~each Series of Bonds, the registrar appointed by ~~or pursuant to Supplemental Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to Supplemental Resolution.~~the Issuer for such Series of Bonds and its successor or assigns, if any. The Issuer may serve as Registrar.

"Renewal and Replacement Fund" shall mean the fund created pursuant to Section 4.04(D) hereof.

"Renewal and Replacement Fund Requirement" shall mean, 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 to the Issuer by the Consulting Engineers as an amount appropriate for the purposes of this Resolution.

"Reserve Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Reserve Account Insurance Policy" shall mean the insurance policy deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4) hereof.

"Reserve Account Letter of Credit" shall mean a letter of credit or line of credit or other credit facility (other than a Reserve Account Insurance Policy) deposited in the Reserve Account in lieu of or in partial substitution for cash on deposit therein pursuant to Section 4.05(B)(4) hereof.

"Reserve Account Requirement" shall mean, as of any date of calculation for the Reserve Account or a subaccount therein, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds secured thereby, (2) 125% of the average

Annual Debt Service for all Outstanding Bonds secured thereby, or (3) the maximum amount ~~allowed to be funded from proceeds of tax-exempt obligations and invested at an unrestricted yield pursuant to~~of Bond proceeds which may be deposited to the Reserve Account without subjecting the same to yield restriction under the Code, or causing interest on any of the Bonds secured thereby (other than Taxable Bonds) to be included in gross income for purposes of federal income taxation or otherwise violating applicable provisions of the Code; provided, however, the Issuer may establish hereby or by Supplemental Resolution a different Reserve Account Requirement ~~for a subaccount of the Reserve Account which secures a~~with respect to any particular Series of Bonds pursuant to Section 4.05(B)(4) hereof, which Reserve Account Requirement may be $0.00. In computing the Reserve Account Requirement in respect of a Series of Bonds, other than Taxable Bonds, that constitutes Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least ~~24~~12 months prior to the date of calculation, the highest of (i) the actual rate of interest on the date of calculation, (ii) the average interest rate borne by such Variable Rate Bonds ~~during~~for the 12-month period immediately preceding ~~the~~each date of calculation, and (iii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation, and (B) if such Variable Rate Bonds have not been Outstanding for at least ~~24~~12 months prior to the date of calculation, the higher of (i) the actual rate of interest on the date of calculation, and (ii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation. The ~~time of calculation for~~Reserve Account Requirement shall be calculated, and the investments on deposit in the Reserve Account shall be valued, as of September 30 of each year with respect to the next succeeding Fiscal Year. The Reserve Account Requirement in respect to a Series of Taxable Bonds that are Variable Rate Bonds shall be ~~each March 1~~computed as provided by the Supplemental Resolution authorizing such Taxable Bonds.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Revenue Account" shall mean the separate account in the Revenue Fund established pursuant to Section 4.04(A) hereof.

"Revenue Fund" shall mean the fund created pursuant to Section 4.04(A) hereof.

"Serial Bonds" shall mean all of the Bonds other than the Term Bonds.

"Series" shall mean all the Bonds delivered on original issuance in a simultaneous transaction and identified pursuant to ~~Sections~~Section 2.01 ~~and 2.02~~ hereof or a Supplemental Resolution authorizing the issuance by the Issuer of such Bonds as a separate Series, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

"Series ~~2005~~2025 Bonds" shall mean the Series ~~2005A~~2025A Bonds, the Series 2025B Bonds and the Series ~~2005B~~2025C Bonds.

"Series ~~2005A~~2025A Bonds" shall mean the Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series ~~2005A, authorized pursuant to Section 2.02 hereof~~2025A.

"Series 2025B Bonds" shall mean the Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B.

"Series ~~2005B~~2025C Bonds" shall mean the Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series ~~2005B, authorized pursuant to Section 2.02 hereof~~2025C.

"Sinking Fund" shall mean the fund established pursuant to Section 4.04(C) hereof.

"Sinking Fund Installment" shall mean an amount designated as such by Supplemental Resolution of the Issuer and established with respect to the Term Bonds.

"Standard & Poor's" or **"S&P"** shall mean ~~Standard & Poor's~~S&P Global Ratings ~~Services a division of The McGraw-Hill Companies, Inc.~~, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Subordinated Indebtedness" shall mean that indebtedness of the Issuer, subordinate and junior to the Bonds, issued in accordance with the provisions of Section 6.01 hereof.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 8.01, 8.02 and 8.03 hereof.

"System" shall mean the Issuer's water production, transmission and treatment facilities, as they currently exist and as they may be modified or expanded in the future from time to time, which are owned, leased, licensed, operated and/or used by the Issuer to provide water.

"Taxable Bonds" means those Bonds which state, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income taxation purposes or that such interest is subject to federal income taxation.

"Term Bonds" shall mean those Bonds which shall be designated as Term Bonds hereby or by Supplemental Resolution of the Issuer.

"Term Bonds Redemption Account" shall mean the separate account in the Sinking Fund established pursuant to Section 4.04(C) hereof.

"Utility Reserve Fund" shall mean the fund created pursuant to Section 4.04(E) hereof.

"Variable Rate Bonds" shall mean Bonds issued with a variable, adjustable, convertible or other similar rate which is not fixed in percentage for the entire term thereof at the date of issue.

"Water Supply Contract" shall mean the Third Amended Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract, dated as of ~~October 5~~December 4, ~~2005~~2024, among the Issuer, the Member Governments and North Port, as amended and supplemented, and any successor instrument thereto.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include the feminine gender, and vice versa.

Words importing the singular number include the plural number, and vice versa.

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act. The Issuer has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the Issuer in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the Issuer herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the Issuer.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer, the Holders from time to time of the Bonds and any Insurer or Credit Bank. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer

shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds and any Insurer or Credit Bank, but only in accordance with the terms hereof. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared:

(A) That the Issuer is currently established for the purpose of developing, recovering, treating, storing, financing and supplying water for county and municipal purposes.

(B) That the Member Governments and North Port desire the Issuer to expand the System to meet the common needs of all of the Member Governments and North Port, in the manner specified in the Water Supply Contract.

(C) That the Member Governments and North Port desire to share the costs of operating, developing, acquiring, constructing, equipping, financing and expanding the Issuer's System in the manner specified in the Water Supply Contract.

(D) That the Member Governments and North Port desire to purchase and the Issuer desires to sell water produced by the Issuer from the System as specified in the Water Supply Contract.

~~(E) That the Series 2005 Bonds shall be secured in the manner provided herein and pursuant to the Water Supply Contract.~~

~~(F) That the proceeds of the Series 2005A Bonds shall be used principally to fund certain capital improvements to the System in the form of the Initial Project and to refinance the Refunded Note.~~

~~(G) That the proceeds of the Series 2005B Bonds shall be used principally to refund the Refunded Bonds.~~

~~(H) That pursuant to the provisions of the Act, the Issuer is authorized to undertake the Initial Project and to refinance the Refunded Bonds and Refunded Note through the issuance of the Series 2005 Bonds.~~

(~~I~~E) That the Pledged Funds are not pledged or encumbered in any manner, except to the extent they are pledged and encumbered for ~~the Refunded~~any Outstanding Bonds ~~and Refunded Note~~.

(~~J~~F) That the estimated Gross Revenues to be derived in each year hereafter from the operation of the System will be sufficient to pay all the Operating and Maintenance Costs, the principal of and interest on the Bonds to be issued pursuant to this Resolution, as the same become due, and all other payments provided for in this Resolution.

(~~K~~G) That the principal of and interest on the Bonds to be issued pursuant to this Resolution, and all other payments provided for in this Resolution will be paid solely from the Pledged Funds in accordance with the terms hereof; and any ad valorem taxing power of the Issuer will never be necessary or authorized to pay the principal of and interest on the Bonds to be issued pursuant to this Resolution, or to make any other payments provided for in this Resolution, and the Bonds shall not constitute a lien upon the System or upon any other property whatsoever of or in the Issuer, other than the Pledged Funds.

~~**SECTION 1.05. AUTHORIZATION OF REFINANCING OF THE REFUNDED BONDS AND REFUNDED NOTE.** The Issuer hereby authorizes the financing of the Refunded Bonds and Refunded Note.~~

~~**SECTION 1.06. AUTHORIZATION OF INITIAL PROJECT.** The Issuer hereby authorizes the Initial Project.~~

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION OF BONDS. This Resolution creates an issue of Bonds of the Issuer to be designated as "Peace River/Manasota Regional Water Supply Authority Utility System [Refunding] Revenue Bonds" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution or as limited by the Act.

The Bonds may, if and when authorized by the Issuer pursuant to this Resolution, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series as the Issuer may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

The Bonds shall be issued for such purpose or purposes; shall bear interest at such rate or rates not exceeding the maximum rate permitted by law; and shall be payable in lawful money of the United States of America on such dates; all as determined by Supplemental Resolution of the Issuer.

The Bonds shall be issued in such denominations and such form, whether coupon or registered; shall be dated such date; shall bear such numbers; shall be payable at such place or places; shall contain such redemption provisions; shall have such Paying Agents and Registrars; shall mature in such years and amounts; and the proceeds shall be used in such manner; all as determined by Supplemental Resolution of the Issuer. The Issuer may issue Bonds which may be secured by a Credit Facility or by a Bond Insurance Policy of an Insurer all as shall be determined by Supplemental Resolution of the Issuer. The Governing Body may delegate approval of the terms, details and sale of a Series of Bonds to an Authorized Issuer Officer pursuant to Supplemental Resolution.

SECTION 2.02. ~~AUTHORIZATION AND DESCRIPTION OF SERIES 2005 BONDS.~~ ~~A Series of Bonds entitled to the benefit, protection and security of this Resolution is authorized in the aggregate principal amount of not exceeding $95,000,000 for the principal purposes of financing the Costs of the Initial Project, refinancing the Refunded Note and paying certain costs of issuance incurred with respect to the Series 2005A Bonds. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2005A."~~ **[INTENTIONALLY OMITTED].**

~~A Series of Bonds entitled to the benefit, protection and security of this Resolution is authorized in the aggregate principal amount of not exceeding $45,000,000 for the principal purposes of refinancing the Refunded Bonds and paying certain costs of issuance incurred with respect to the Series 2005B Bonds. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2005B."~~

~~The Series 2005 Bonds shall be dated as of the date of delivery thereof or such other date as may be set forth by Supplemental Resolution of the Issuer; shall be issued as fully registered Bonds; shall be numbered consecutively from one upward in order of maturity preceded by the letter "R"; shall be in such denominations and shall bear interest at a rate or rates not exceeding the maximum rate permitted by law, payable in such manner and on such dates; shall consist of such amounts of Serial Bonds, Term Bonds, Variable Rate Bonds, current interest paying Bonds and Capital Appreciation Bonds maturing in such years and amounts not exceeding such period as may be permitted by the Act at the time of issuance; shall be payable in such place or places; shall have such Paying Agents and Registrars; and shall contain such redemption and other provisions; all as the Issuer shall provide hereafter by Supplemental Resolution.~~

~~The principal of or Redemption Price, if applicable, on the Series 2005 Bonds are payable upon presentation and surrender of the Series 2005 Bonds at the designated office of the Paying Agent. Interest payable on any Series 2005 Bond on any Interest Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Date, or, at the request and expense of such Holder, by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Series 2005 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.~~

SECTION 2.03. ~~APPLICATION OF SERIES 2005 BOND PROCEEDS.~~ ~~The proceeds derived from the sale of the Series 2005 Bonds, including any accrued interest and premium, if any, shall, simultaneously with the delivery of the Series 2005 Bonds to the purchaser or purchasers thereof, be applied at the direction of the Issuer as follows:~~**[INTENTIONALLY OMITTED].**

~~(A) Any capitalized interest on the Series 2005A Bonds shall be deposited in the Interest Account and shall be used only for the purpose of paying the interest which shall thereafter become due on the Series 2005A Bonds.~~

~~(B) A sufficient amount of the Series 2005A Bond proceeds shall be applied or set aside to the payment of the Pro Rata Share of the premiums of any Bond Insurance Policy and/or Reserve Account Insurance Policy applicable to the Series 2005 Bonds and of costs and expenses relating to the issuance of the Series 2005 Bonds.~~

~~(C) A sufficient amount of the Series 2005A Bond proceeds shall be utilized to repay the principal of and interest on the Refunded Note.~~

~~(D) A sufficient amount of the Series 2005A Bond proceeds shall be transferred to Charlotte County to pay the oversized facilities payment required by the Water Supply Contract.~~

~~(E) The balance of the Series 2005A Bond proceeds shall be deposited in the Construction Fund to pay the Cost of the Initial Project.~~

~~(F) A sufficient amount of the Series 2005B Bonds shall be applied or set aside to the payment of the Pro Rata Share of the premiums of any Bond Insurance Policy and/or Reserve Account Insurance Policy applicable to the Series 2005 Bonds or reserve established therefor and of costs and expenses relating to the issuance of the Series 2005 Bonds.~~

~~(G) A sufficient amount of Series 2005B Bond proceeds, together with other legally available moneys, shall be deposited irrevocably in trust in the escrow deposit trust funds under the terms and provisions of the Escrow Deposit Agreement and shall be invested in United States Treasury obligations in the manner set forth in such Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same mature and become due and payable or are redeemed prior to maturity.~~

~~(H) The balance of the Series 2005B Bond proceeds, if any, shall be deposited to the Interest Account.~~

SECTION 2.04. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Chairman and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Executive Director. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall

hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.05. AUTHENTICATION. No Bond of any Series shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The form of such certificate shall be substantially in the form provided in Section 2.09 hereof.

SECTION 2.06. TEMPORARY BONDS. Until the definitive Bonds of any Series are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by subsequent resolution and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at his own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Registrar.

SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the

Issuer and the Registrar may incur. All Bonds so surrendered shall be canceled by the Registrar. If any of the Bonds shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Funds to the same extent as all other Bonds issued hereunder.

SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Bonds.

Each Bond shall be transferable only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

The Registrar, in any case where it is not also the Paying Agent in respect to any Series of Bonds, forthwith (A) following the fifteenth day prior to an Interest Date for such Series; (B) following the fifteenth day next preceding the date of first mailing of notice of redemption of any Bonds of such Series; and (C) at any other time as reasonably requested by the Paying Agent of such Series, shall certify and furnish to such Paying Agent the names, addresses and holdings of Bondholders and any other relevant information reflected in the registration books. Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check to the Holder entitled thereto or may, in lieu thereof, upon the request and at the expense of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Issuer shall execute and deliver Bonds and the Registrar shall authenticate such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Chairman and Executive Director for purposes of exchanging, replacing or transferring Bonds may occur at the time of the original delivery of the Series of which such Bonds are a part. All Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Issuer to be canceled by the Registrar. For every such exchange or transfer of Bonds, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or transfer of Bonds of any Series during the 15 days next preceding an Interest Date on the Bonds of such Series (other than Capital Appreciation Bonds and Variable Rate Bonds), or, in the case of any proposed redemption of Bonds of such Series, then, for the Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

The Issuer may elect to issue any Bonds as uncertificated registered public obligations (not represented by instruments), commonly known as book-entry obligations, provided it shall establish a system of registration therefor by Supplemental Resolution.

SECTION 2.09. FORM OF BONDS. The text of the Bonds, except for Capital Appreciation Bonds and Variable Rate Bonds, the form of which shall be provided by Supplemental Resolution of the Issuer, shall be in substantially the following form with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chairman or the Executive Director prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

No. R- $

UNITED STATES OF AMERICA
STATE OF FLORIDA
PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY
UTILITY SYSTEM [REFUNDING] REVENUE BOND,
SERIES

Interest Rate	Maturity Date	Date of Original Issue	CUSIP

Registered Holder:

Principal Amount:

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, established pursuant to the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on _____ and _____ of each year commencing _____ until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable at the designated corporate trust office of _____, _____, _____, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by _____, _____, _____, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the

calendar month next preceding each interest payment date and shall be paid by a check of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request and expense of such Registered Holder, by bank wire transfer for the account of such Holder. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, registered holder, denomination and number, issued to finance _____, in and for the Issuer, under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 373 and Section 163.01, Florida Statutes, the Interlocal Agreement (as defined in the Resolution) and other applicable provisions of law (collectively, the "Act"), and a resolution of the Issuer duly adopted by the Board of Directors of the Issuer on _____, as amended and supplemented (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable solely from and secured by a lien upon and a pledge of (1) the Net Revenues (as defined in the Resolution) to be derived from the operation of the Issuer's water utility system (the "System") and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds and accounts established by the Resolution, except (A) as for the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay the Operating and Maintenance Costs (as defined in the Resolution) in accordance with the terms of the Resolution, and (C) any moneys ~~on deposit~~ in a subaccount of the Reserve Account established by the Resolution to the extent such moneys shall be pledged solely for the payment of the Series of Bonds for which it was established in accordance with the provisions of the Resolution (collectively, the "Pledged Funds"), subject in each case to the application thereof for the purposes and on the conditions permitted by the Resolution. It is expressly agreed by the Registered Holder of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of, premium, if any, and interest on this Bond and that such Holder shall never have the right to require or compel the exercise of any taxing power of the Issuer to the payment of such principal, premium, if any, and interest. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds in accordance with the terms of the Resolution. The Bonds shall be issued on parity with the Issuer's _____ pursuant to the terms of the Resolution. Obligations may be issued by the Issuer from time to time on parity with the Bonds pursuant to the terms of the Resolution.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount and interest rate shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer shall not be obligated to make any exchange or transfer of the Bonds during the 15 days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, for the Bonds subject to such redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing to the redemption date.

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

(INSERT REDEMPTION PROVISIONS)

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least 30 days prior to the redemption date to the Registered Holder hereof at the address shown on the registration books maintained by the Registrar; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

As long as the book-entry only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the beneficial owners of the Bonds. Any failure of Cede & Co. to notify any DTC

Participant, or of any DTC Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, and the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of Directors of the Issuer nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, Peace River/Manasota Regional Water Supply Authority has issued this Bond and has caused the same to be executed by the manual or facsimile signature of the Chairman of its Board of Directors, and by the manual or facsimile signature of its Executive Director, and its seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

_____

Chairman

_____

Executive Director

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

_____
Registrar

By: _____
Authorized Officer

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- _____
(Cust.)

Custodian for _____

under Uniform Transfers to Minors Act of _____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. PRIVILEGE OF REDEMPTION. The terms of this Article III shall apply to redemption of Bonds other than Capital Appreciation Bonds or Variable Rate Bonds. The terms and provisions relating to redemption of Capital Appreciation Bonds and Variable Rate Bonds shall be provided by Supplemental Resolution. The provisions of this Article III may also be modified pursuant to Supplemental Resolution.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Sinking Fund Installments on a pro-rata basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agents of such Bonds, and (B) shall be mailed first class, postage prepaid, ~~at least~~not less than 30 days nor more than 45 days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice~~, and (C) shall be mailed, certified mail, postage prepaid, at least 35 days prior to the redemption date to the registered securities depositories and two or more nationally recognized~~

~~municipal bond information services~~. Failure to mail such notice to ~~such depositories or services or~~ the Holders of the Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of Bonds as to which no such failure or defect has occurred. Such notice shall also be mailed to the Insurer or Credit Bank, if any, of such redeemed Bonds. Failure of any Holder to receive any notice mailed as herein provided shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Bonds shall only be sent if the Issuer reasonably determines it shall have sufficient funds available to pay the Redemption Price of and interest on the Bonds called for redemption on the redemption date.

Each notice of redemption shall state: (1) the CUSIP numbers and any other distinguishing number or letter of all Bonds being redeemed, (2) the original issue date of such Bonds, (3) the maturity date and rate of interest borne by each Bond being redeemed, (4) the redemption date, (5) the Redemption Price, (6) the date on which such notice is mailed, (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed, (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable, (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the ~~principal~~designated office of the Registrar at an address specified, ~~and~~ (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption~~.~~, (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and (12) any other conditions that must be satisfied prior to such redemption.

In addition to the mailing of the notice described above, each notice of redemption and payment of the Redemption Price shall ~~meet the following requirements~~be sent to such other Person, if any, as shall be required by applicable law or regulation; provided, however, the failure to provide such further notice of redemption or to comply with the terms of this paragraph shall not in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above~~:~~.

~~(A) Each further notice of redemption shall be sent by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services which disseminate notices of prepayment or redemption of obligations such as the Bonds.~~

~~(B) Each further notice of redemption shall be sent to such other Person, if any, as shall be required by applicable law or regulation.~~

~~The notice of redemption described in this paragraph need not be given as described above if the Bonds called for redemption are registered pursuant to a book-entry only system.~~

The Issuer may provide that a ~~notice of~~ redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur~~,~~ the notice of redemption will be rescinded~~;~~, and the Bonds called for redemption shall remain Outstanding, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders ~~at or prior to the date of proposed redemption~~as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed and guaranteed by~~,~~ the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any authorized denomination, as requested by such Holder in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar and/or Paying Agent at the appropriate Redemption Price, plus accrued interest. All Bonds which have been redeemed shall be ~~canceled~~cancelled and destroyed by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the

Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. BONDS NOT TO BE INDEBTEDNESS OF ISSUER. The Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided in this Resolution. No Holder of any Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Bond, or be entitled to payment of such Bond from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent provided herein. The Bonds and the obligations evidenced thereby shall not constitute a lien upon the System or any other property of the Issuer, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds; provided, however, a Series of Bonds may be further secured by a Credit Facility or Bond Insurance Policy in addition to the security provided herein; and provided further that a Series of Bonds may be secured independently of any other Series of Bonds by the establishment of a separate subaccount in the Reserve Account for such Series of Bonds or by not being secured in any manner by the Reserve Account as provided herein or in a Supplemental Resolution. The Issuer does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. Except as otherwise provided by Supplemental Resolution, the obligation of the Issuer to make Hedge Payments to a Counterparty pursuant to a Qualified Hedge Agreement shall be on parity with the Bonds as to lien on and pledge of the Pledged Funds in accordance with the terms hereof (any other payments related to a Qualified Hedge Agreement, including fees, penalties and termination payments and the obligation ~~of the Issuer~~ to collateralize, shall be Subordinated Indebtedness of the Issuer).

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. CONSTRUCTION FUND. The Issuer covenants and agrees to establish~~,~~ a special fund ~~in a bank, trust company or such other entity in the State, which is eligible under the laws of the State to be a depository for municipal funds,~~ to be known as the "Peace River/Manasota Regional Water Supply Authority Utility System

Construction Fund," which shall be used only for payment of the ~~Cost~~Costs of ~~a Project~~Projects. Moneys in the Construction Fund, until applied in payment of any item of the Cost of a Project in the manner hereinafter provided, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders.

There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution, and there may be paid into the Construction Fund, at the option of the Issuer, any moneys received for or in connection with a Project by the Issuer from any other source.

The Issuer shall establish within the Construction Fund a separate account for each Project, the Cost of which is to be paid in whole or in part out of the Construction Fund. ~~The Issuer hereby establishes a separate account within the Construction Fund for the Initial Project. Moneys in such account shall be used to pay the Costs of the Initial Project.~~

The proceeds of insurance maintained pursuant to this Resolution against physical loss of or damage to a Project, or of contractors' performance bonds with respect thereto pertaining to the period of construction thereof, shall be deposited into the appropriate account of the Construction Fund.

Any moneys received by the Issuer from the State or from the United States of America or any agencies thereof for the purpose of financing part of the Cost of a Project shall be deposited into the appropriate account of the Construction Fund and used in the same manner as other Bond proceeds are used therein; provided that separate accounts or subaccounts may be established in the Construction Fund for moneys received pursuant to the provisions of this paragraph whenever required by ~~federal~~Federal or State law.

The Issuer covenants that the acquisition, construction and installation of each Project will be completed without delay and in accordance with sound engineering practices. The Issuer shall make disbursements or payments from the ~~Construction Fund to pay the Cost of a Project upon the filing with the Executive Director of certificates and/or documents signed by an Authorized Issuer Officer, stating with respect to each disbursement or payment to be made: (A) the item number of the payment, (B) the name and address of the Person to whom payment is due, (C) the amount to be paid, (D) the account of the Construction Fund from which payment is to be made, (E) the purpose, by general classification, for which payment is to be made, and (F) that (i) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Cost of a Project and is a proper charge against the account of the Construction Fund from which payment is to be made and has not been the basis of any previous disbursement or payment, or (ii) each obligation, item of cost or expense mentioned therein has been paid by the Issuer, is a reimbursement of a part of the Cost of a Project, is a proper charge against the account of the Construction Fund from which payment is to be made,~~

~~has not been theretofore reimbursed to the Issuer or otherwise been the basis of any previous disbursement or payment and the Issuer is entitled to reimbursement thereof. The Executive Director shall retain all such certificates and/or documents of the Authorized Issuer Officers for such other~~applicable account of the Construction Fund to pay Costs of the Project for which it was established, except as otherwise provided below. The Issuer shall keep records of such disbursements and payments and shall retain all the records for such period of time as required by applicable law. The ~~Executive Director~~Issuer shall make available ~~the certificates and/or documents~~such records at all reasonable times for inspection by any Holder of any of the Bonds or the agent or representative of any Holder of any of the Bonds.

Notwithstanding any of the other provisions of this Section 4.03, to the extent that other moneys are not available therefor, amounts in an account of the Construction Fund ~~may~~shall be applied to the payment of principal ~~of~~ and interest on Bonds ~~when due~~.

The date of completion of the acquisition ~~and~~, construction and equipping of a Project shall be ~~determined~~documented by an Authorized Issuer Officer ~~which shall certify such fact in writing to the Governing Body. An Authorized Issuer Officer may perform such tests relating to a Project as he deems necessary in order to make such certification~~in the appropriate records of the Issuer. Promptly after the date of the completion of a Project, and after paying or making provision for the payment of all unpaid items of the ~~Cost~~Costs of such Project, the Issuer shall ~~transfer the balance of any money in the Construction Fund which shall~~ deposit ~~such moneys~~ in the following order of priority any balance of moneys remaining in an account in the Construction Fund in (A) another account of the Construction Fund for which ~~an Authorized Issuer Officer has stated~~the Governing Body has determined that there are insufficient moneys present to pay the ~~Cost~~Costs of the related Project, (B) the Reserve Account, to the extent of a deficiency therein, and (C) such other fund or account established hereunder as shall be determined by the ~~Governing Body~~Issuer or for any other lawful purpose, provided the Issuer has received ~~an opinion~~the prior approval of Bond Counsel to the effect that such ~~transfer~~deposit shall not adversely affect the exclusion, if any, of interest on the Bonds (other than Taxable Bonds) from gross income for purposes of ~~federal~~Federal income taxation or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

SECTION 4.04. CREATION OF FUNDS AND ACCOUNTS. The Issuer covenants and agrees to establish with a bank, trust company or such other entity in the State, which is eligible under the laws of the State to be a depository for its funds the following funds and accounts:

(A) The "Peace River/Manasota Regional Water Supply Authority Utility System Revenue Fund." The Issuer shall maintain two separate accounts in the Revenue Fund: the "Revenue Account" and the "Rate Stabilization Account."

(B) The "Peace River/Manasota Regional Water Supply Authority Utility System Operation, Maintenance and Administration Fund."

(C) The "Peace River/Manasota Regional Water Supply Authority Utility System Sinking Fund." The Issuer shall maintain four separate accounts in the Sinking Fund: the "Interest Account," the "Principal Account," the "Term Bonds Redemption Account" and the "Reserve Account."

(D) The "Peace River/Manasota Regional Water Supply Authority Utility System Renewal and Replacement Fund."

(E) The "Peace River/Manasota Regional Water Supply Authority Utility System Utility Reserve Fund."

(F) The "Peace River/Manasota Regional Water Supply Authority Utility System Rebate Fund."

Moneys in the aforementioned funds and accounts (except for moneys in the Rebate Fund), until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders of the Bonds and for the further security of such Holders in accordance with the terms hereof.

The Issuer may at any time and from time to time appoint one or more depositaries to hold, for the benefit of the Bondholders, any one or more of the funds and accounts established hereby. Such depositary or depositaries shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from each of such funds or accounts as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agents and employees. Any such depositary shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and be qualified under applicable State law.

Notwithstanding the foregoing, none of the aforementioned funds and accounts is required to be established prior to the time any such fund or account is required to be funded or otherwise utilized hereunder.

SECTION 4.05. DISPOSITION OF GROSS REVENUES.

(A) (1) Except as otherwise provided herein, into the Revenue Account, the Issuer shall deposit promptly, as received, all Gross Revenues.

(2) Into the Renewal and Replacement Fund, the Issuer shall deposit promptly, as received, all renewal and replacement charges collected pursuant to the Water Supply Contract. All Government Grants shall be utilized in accordance with the terms of such Government Grant and applicable law.

(3) Operation, Maintenance and Administration Fund. Moneys in the Revenue Account shall first be used each month to deposit in the Operation, Maintenance and Administration Fund such sums as are necessary to pay Operating and Maintenance Costs for the ensuing month; provided the Issuer may transfer moneys from the Revenue Account to the Operation, Maintenance and Administration Fund 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 Issuer for Operating and Maintenance Costs. The Issuer shall establish and 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 Issuer'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 purpose.

(B) ~~Commencing on December 25, 2005, all~~All moneys at any time on deposit in the Revenue Account after the aforementioned transferals to the Operation, Maintenance and Administration Fund shall be disposed of by the Issuer on or before the 25th day of each month in the following order of priority:

(1) Interest Account. The Issuer shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts and Federal Subsidy Payments shall be deposited directly to the Interest Account upon receipt. With respect to ~~interest on~~ Bonds which ~~are subject~~have corresponding to a ~~Qualified~~ Hedge ~~Agreement~~Payments, interest on such Bonds during the term of the Qualified Hedge Agreement shall be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall also be applied by the Issuer (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. Any Federal Subsidy Payments deposited to the Interest Account shall

be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate. The Issuer shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to debt service on any Bonds which are subject to ~~a~~the Qualified Hedge Agreement, any Hedge Payments due to the Counterparty to such Qualified Hedge Agreement ~~Counterparty~~ relating to such Bonds shall be paid to ~~the Qualified Hedge Agreement~~such Counterparty on a parity basis with the aforesaid required payments into the Sinking Fund. ~~In~~Except as otherwise provided by Supplemental Resolution authorizing the issuance of Variable Rate Bonds, in computing the interest on such Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds ~~during the 12 month period preceding the date of calculation~~for any 30-day period, and (B) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

(2) Principal Account. Commencing no later than the month which is one year prior to the first principal due date or such lesser or greater period as determined by Supplemental Resolution, the Issuer shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding principal payment due date, or, if there be no such preceding payment due date from a date one year preceding the due date of such principal amount or such lesser or greater period as determined by Supplemental Resolution. Moneys in the Principal Account shall be applied by the Issuer for deposit with the Paying Agents to pay the principal of the Bonds on or prior to the date the same shall mature, and for no other purpose. Serial Capital Appreciation Bonds shall be payable from the Principal Account in the years in which such Bonds mature and monthly payments into the Principal Account on account of such Bonds shall commence in the month of the respective Bond Years in which such Bonds mature. The Issuer shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds

becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Term Bonds Redemption Account. Commencing in the month which is one year prior to the first Sinking Fund Installment due date or such lesser or greater period as determined by Supplemental Resolution, there shall be deposited to the Term Bonds Redemption Account the sum which, together with the balance in such Account, shall equal the Sinking Fund Installments on all Bonds Outstanding due and unpaid and that portion of the Sinking Fund Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Sinking Fund Installments were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding Sinking Fund Installment due date, or, if there is no such preceding Sinking Fund Installment due date, from a date one year preceding the due date of such Sinking Fund Installment or such lesser or greater period as determined by Supplemental Resolution. Moneys in the Term Bonds Redemption Account shall be used to purchase or redeem Term Bonds in the manner herein provided, and for no other purpose. The Issuer shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment Date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account. Term Capital Appreciation Bonds shall be payable from the Term Bonds Redemption Account in the years in which such Bonds mature and monthly payments into the Terms Bonds Redemption Account on account of such Bonds shall commence in the twelfth month immediately preceding the due date of the related Sinking Fund Installments. The Issuer shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment Date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account. No further deposit need be made to the Term Bonds Redemption Account when the moneys therein are equal to the Sinking Fund Installments coming due on the Outstanding Bonds on the next succeeding Sinking Fund Installment due date.

Amounts accumulated in the Term Bonds Redemption Account with respect to any Sinking Fund Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Sinking Fund Installment was established) may be applied by the Issuer, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, (a) to the

purchase of Term Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms. Amounts in the Term Bonds Redemption Account which are used to redeem Term Bonds shall be credited against the next succeeding Amortization Installment which shall become due on such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Term Bonds Redemption Account until such Sinking Fund Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the 60th day preceding the due date of any such Sinking Fund Installment, the Issuer shall proceed to call for redemption on such due date, by causing notice to be given as provided in Section 3.03 hereof, Term Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Term Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Issuer shall pay out of the Term Bonds Redemption Account and the Interest Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Issuer from the Operation, Maintenance and Administration Fund.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the Issuer to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by ~~decreased market value~~an increase in the applicable Reserve Account Requirement, a decrease in the aggregate amortized cost of the investments therein of more than 5% or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each principal payment date and Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the Issuer to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Term Bonds Redemption Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Utility Reserve Fund for such purposes pursuant to Section 4.05(B)(8) hereof shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve

Account Requirement or as a result of a deposit in the Reserve Account of a Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Issuer into the Utility Reserve Fund and applied as directed by Bond Counsel. The Issuer shall promptly inform each Insurer and Credit Bank of any draw upon the Reserve Account for purposes of paying the principal of or Redemption Price, if applicable, and interest on the Bonds.

Upon the issuance of any Series of Bonds under the terms, limitations and conditions as herein provided, the Issuer shall fund the Reserve Account in an amount at least equal to the applicable Reserve Account Requirement to the extent such Series of Bonds are to be secured by the Reserve Account or any subaccount therein; provided, however, nothing herein shall be construed to require the Issuer to fund the Reserve Account or any subaccount for any Series of Bonds. Upon the adoption of the Supplemental Resolution authorizing the issuance of a Series of Bonds, the Issuer shall determine whether such Series of Bonds shall be secured by the Reserve Account or any subaccount therein and, if the Issuer determines that the Series of Bonds will be secured by a separate subaccount therein, the Issuer shall also establish the Reserve Account Requirement applicable thereto. Such required amount, if any, shall be paid in full or in part from the proceeds of such Series of Bonds or may be accumulated in equal monthly payments to the Reserve Account or subaccount therein over a period of months from the date of issuance of such Series of Bonds, which shall not exceed 36 months. ~~In the event moneys in the Reserve Account are accumulated as provided above, (a) the amount in said Reserve Account on the date of delivery of the Additional Bonds shall not be less than the Reserve Account Requirement on all Bonds Outstanding (excluding the Additional Bonds) on such date, and (b) the incremental difference between the Reserve Account Requirement on all Bonds Outstanding (excluding the Additional Bonds) on the date of delivery of the Additional Bonds and the Reserve Account Requirement on all such Bonds and the Additional Bonds shall be 50% funded upon delivery of the Additional Bonds.~~

Notwithstanding the foregoing provisions, in lieu of or in substitution of ~~the~~any required deposits into the Reserve Account or any subaccount therein, the Issuer may cause to be deposited into the Reserve Account or subaccount a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for the benefit of the Bondholders in an amount equal to the difference between the Reserve Account Requirement applicable thereto and the sums then on deposit in the Reserve Account or subaccount, if any. The Issuer may also substitute a Reserve Account Insurance Policy and/or Reserve Account Letter of Credit for cash on deposit in the Reserve Account or a subaccount therein upon compliance with the terms of this Section 4.05(B)(4). Such Reserve Account Insurance Policy and/or

Reserve Account Letter of Credit shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Interest Date, principal payment date or redemption date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose. ~~The Issuer providing~~Upon the initial deposit of any such Reserve Account Insurance Policy and/or Reserve Account Letter of Credit, the provider thereof shall be either (a) an insurer whose municipal bond insurance policies insuring the payment, when due, ~~or~~ of the principal of and interest on municipal bond issues results in such issues being rated at the time such Reserve Account Insurance Policy or Reserve Account Letter of Credit is issued in one of the ~~two~~three highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" ~~of such categories) by two of the Rating Agencies,~~or "1," "2" or "3"), or (b) a commercial bank, insurance company or other financial institution which has been assigned a rating ~~by two of the Rating Agencies~~at the time such Reserve Account Insurance Policy or Reserve Account Letter of Credit is issued in one of the ~~two~~three highest rating categories by at least one of the three Rating Agencies (without regard to gradations, such as "plus" or "minus" ~~of such categories~~or "1," "2" or "3"). Any Reserve Account Insurance Policy and/or Reserve Account Letter of Credit shall equally secure all Bonds ~~except to the extent a Series of Bonds is~~ secured by ~~a subaccount in~~ the Reserve Account ~~which is pledged solely for the payment of such Series of Bonds as provided in the last paragraph of this Section 4.05(B)(4)~~or subaccount into which such Policy or Letter of Credit is deposited.

~~If two days prior to an interest or principal payment date, or such other period of time as shall be required by the terms of~~Each Reserve Account Insurance Policy and Reserve Account Letter of Credit shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit~~, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer~~ to reimbursement will be subordinated to cash replenishment of the Reserve Account or subaccount to an amount equal to the difference between the full original amount available under the Reserve Account Insurance Policy or Reserve Account Letter of Credit and ~~submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer, if any, of the amount of such deficiency and the date on which such payment is due.~~

the amount then available for further draws or claims. If (a) ~~In~~ the ~~event the Reserve Account contains both~~provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit ~~and cash and separate subaccounts have not been established in the Reserve Account, the cash shall be drawn down completely prior to any draw on the Reserve~~becomes insolvent or (b) the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit defaults in its payment obligations thereunder or (c) the rating of the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit~~. In the event more than one~~ falls below a rating of "A-" or "A3" by all of the Rating Agencies then rating such provider, the obligation to reimburse the provider of the Reserve Account Insurance Policy or Reserve Account Letter of Credit shall be subordinate to the cash replenishment of the Reserve Account or subaccount. Where applicable, the amount available for draws or claims under a Reserve Account Insurance Policy or Reserve Account Letter of Credit ~~is on deposit~~may be reduced by the amount of cash or investments deposited in the Reserve Account~~, amounts required to be drawn thereon shall be done on a pro-rata basis. The Issuer agrees to pay all amounts owing in regard to any Reserve Account Insurance Policy or Reserve Account Letter of Credit from the Pledged Funds. Pledged Funds shall be applied in accordance with this Section 4.05(B)(4), first, to reimburse the issuer of~~ or subaccount pursuant to the provisions hereof.

If the revolving reinstatement feature described in the preceding paragraph is suspended or terminated or if the Reserve Account Insurance Policy or Reserve Account Letter of Credit ~~for amounts advanced under such instruments, second, replenish any cash deficiencies~~is no longer valid and enforceable, the Issuer shall either (i) deposit into the Reserve Account or subaccount an amount sufficient to cause the cash or investments on deposit in the Reserve Account~~, and, third, to pay the issuer of the Reserve~~ or applicable subaccount to equal the Reserve Account Requirement on all Outstanding Bonds then secured by such Reserve Account or subaccount, such amount to be paid over the ensuing five years in equal installments deposited at least semi-annually or (ii) replace such instrument with a Reserve Account Insurance Policy or a Reserve Account Letter of Credit ~~interest on amounts advanced under such instruments. This Resolution~~ meeting the requirements described herein within six months of such occurrence.

~~shall not be discharged or defeased while any obligations are owing in regard to a Reserve Account Insurance Policy or Reserve Account Letter of Credit on deposit in~~If three days prior to an Interest Date or principal payment date, or such other period of time as shall be required by the terms of the Reserve Account~~. The Issuer agrees not to optionally redeem Bonds unless all amounts owing in regard to a Reserve Account~~ Insurance Policy or Reserve Account Letter of Credit ~~on deposit in~~, the Issuer shall determine that a deficiency exists in the amount of moneys

available to pay in accordance with the terms hereof interest and/or principal due on the Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Account Insurance Policy and/or the issuer of the Reserve Account ~~have been paid in full.~~Letter of Credit and submit a demand for payment pursuant to the provisions of such Reserve Account Insurance Policy and/or the Reserve Account Letter of Credit, (b) the Paying Agent, and (c) the Insurer or Credit Bank, if any, of the amount of such deficiency and the date on which such payment is due.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy by executing and delivering to such issuer a promissory note or other evidence therefor; provided, however, any such note or evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from the Pledged Funds in the manner provided herein. The obligation to reimburse the provider of a Reserve Account Insurance Policy or Reserve Account Letter of Credit for any Policy Costs shall be subordinate to the payment of Debt Service on the Bonds.

~~Any consent or approval of any Insurer described in this Section 4.05(B)(4) shall be required only so long as there are Outstanding Bonds secured by a Bond Insurance Policy issued by such Insurer which is in full force and effect and the commitments of which have been honored by such Insurer.~~ The term "Paying Agent" as used in this Section 4.05(B)(4) may include one or more Paying Agents for the Outstanding Bonds.

Whenever the amount of cash in the Reserve Account, together with the other amounts in the ~~Debt Service~~Sinking Fund, are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account may be transferred to the other Accounts of the Sinking Fund for the payment of the Bonds.

The Issuer may also establish a separate subaccount in the Reserve Account for any Series of Bonds and ~~provide a pledge of~~ such subaccount shall be pledged to the payment of such Series of Bonds apart from the pledge provided herein. To the extent a Series of Bonds is secured separately by a subaccount of the Reserve Account, the Holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Account Requirement applicable to such Series of Bonds secured by the subaccount; provided the Supplemental Resolution authorizing such Series of Bonds may establish the Reserve Account Requirement relating to such separate subaccount of the Reserve Account at such level as the

Issuer deems appropriate. ~~Moneys~~In the event the Issuer by Supplemental Resolution establishes the Reserve Account Requirement for a particular Series of Bonds to be zero ($0.00) or it shall determine that such Series are not to be secured in any manner by the Reserve Account or a subaccount, then it shall not be required to establish a separate subaccount; provided, however, such Series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis.

In the event the Issuer shall maintain a Reserve Account Insurance Policy or Reserve Account Letter of Credit and moneys in ~~such~~the Reserve Account or any subaccount, the moneys shall be used prior to making any disbursements under such Reserve Account Insurance Policy or Reserve Account Letter of Credit. The provisions of the Debt Service Reserve Fund Policy Agreements, when executed and delivered, shall be incorporated herein by reference. The provisions of such Agreements shall supersede the provisions hereof to the extent of any conflict herewith.

(5) Renewal and Replacement Fund. There shall be deposited to the Renewal and Replacement Fund such sums as shall be sufficient to pay [1/12] of an amount equal to the Renewal and Replacement Fund Requirement until the amount accumulated in such Fund is equal to such Renewal and Replacement Fund Requirement; provided, however, that (a) such Renewal and Replacement Fund Requirement may be increased or decreased as the Consulting Engineers shall certify to the Issuer is necessary for the purposes of the Renewal and Replacement Fund, and (b) in the event that the Consulting Engineers shall certify that the Renewal and Replacement Fund Requirement is excessive for the purposes of the Renewal and Replacement Fund such excess amount as may be on deposit therein may be transferred by the Issuer from the Renewal and Replacement Fund for deposit into the Utility Reserve Fund. Deposits to the Renewal and Replacement Fund described above shall first come from the renewal and replacement charges collected pursuant to the Water Supply Contract, and thereafter from moneys in the Revenue Account. The moneys in the Renewal and Replacement Fund shall be applied by the Issuer for the purpose of paying the cost of extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System, or extraordinary repairs of the System; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund for such

purpose pursuant to Section 4.05(B)(8) hereof, together with moneys available in the Reserve Account for such purpose pursuant to Section 4.05(B)(4) hereof, shall be inadequate to fully provide for such insufficiency. Moneys in the Renewal and Replacement Fund may also be transferred to the Operation, Maintenance and Administration Fund to fund Operating and Maintenance Costs to the extent other moneys available therefor shall be insufficient for such purpose.

(6) County Payments. Gross Revenues shall next be utilized to make any County Payments required by the Water Supply Contract.

(7) Subordinated Indebtedness. Gross Revenues shall next be applied by the Issuer for the payment of any debt service and other required deposits on Subordinated Indebtedness incurred by the Issuer in connection with the System and in accordance with the proceedings authorizing such Subordinated Indebtedness.

(8) Utility Reserve Fund. The balance of any Gross Revenues remaining in said Revenue Account shall be deposited in the Utility Reserve Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein shall be insufficient to pay the principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited, first, to the Reserve Account to make up any deficiency therein, and, second, to the Rebate Fund to the extent moneys are required to be on deposit therein. Thereafter, moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the System, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, deposit to the Rate Stabilization Account and improvements, renewals and replacements to the System; provided, however, that none of such moneys shall ever be used for the purposes provided in this Section 4.05(B)(8) unless all payments required in Sections 4.05(B)(1) through 4.05(B)(7) hereof, including any deficiencies for prior payments, have been made in full to the date of such use.

(C) Whenever moneys on deposit in the Sinking Fund are sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), no further deposits to the Sinking Fund need be made. If on any payment date the Gross Revenues are insufficient to deposit the required amount in any of the funds or accounts or for any of the purposes provided above, the deficiency shall be made up on the subsequent payment dates.

The Issuer, in its discretion, may use moneys in the Principal Account and the Interest Account to purchase or redeem Bonds coming due on the next principal payment date, provided such purchase or redemption does not adversely affect the Issuer's ability to pay the principal or interest coming due on such principal payment date on the Bonds not so purchased or redeemed.

(D) In the event the Issuer shall issue a Series of Bonds secured by a Credit Facility, the Issuer may establish separate subaccounts in the Interest Account, the Principal Account and the Term Bonds Redemption Account to provide for payment of the principal of and interest on such Series; provided payment from the Pledged Funds of one Series of Bonds shall not have preference over payment of any other Series of Bonds, except as otherwise provided herein. The Issuer may also deposit moneys in such subaccounts at such other times and in such other amounts from those provided in Section 4.05(B) as shall be necessary to pay the principal of and interest on such Bonds as the same shall become due, all as provided by the Supplemental Resolution authorizing such Bonds.

In the case of Bonds secured by a Credit Facility, amounts on deposit in the Sinking Fund may be applied as provided in the applicable Supplemental Resolution to reimburse the Credit Bank for amounts drawn under such Credit Facility to pay the principal of, premium, if any, and interest on such Bonds or to pay the purchase price of any such Bonds which are tendered by the holders thereof for payment; provided such Credit Facility shall have no priority over Bondholders or an Insurer to amounts on deposit in the Sinking Fund. Other payments due to a Credit Bank in relation to obligations arising under its Credit Facility may be on parity with the Bonds as to source of and security for payment to the extent provided in the Supplemental Resolution relating thereto.

SECTION 4.06. REBATE FUND. Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Revenue Account) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. For any Series of Bonds for which the rebate requirements of Section 148(f) of the Code are applicable, the Issuer agrees to undertake all actions required of it in its arbitrage certificate relating to such Series of Bonds, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above into the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.06 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with proceeds of the Bonds.

The provisions of the above-described arbitrage certificates may be amended without the consent of any Holder, Credit Bank or Insurer from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.07. RATE STABILIZATION ACCOUNT. The Issuer may transfer into the Rate Stabilization Account such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The Issuer may transfer such amounts of moneys from the Rate Stabilization Account to the Revenue Account as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Account shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Reserve Account and the Renewal and Replacement Fund for such purposes pursuant to Sections 4.05(B)(8), 4.05(B)(4) and 4.05(B)(5) hereof shall be inadequate to fully provide for such insufficiency.

SECTION 4.08. INVESTMENTS. Moneys on deposit in the Construction Fund, the Sinking Fund, the Operation, Maintenance and Administration Fund, the Utility Reserve Fund, the Revenue Fund and the Renewal and Replacement Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund, the Revenue Fund, Operation, Maintenance and Administration Fund, the Principal Account, the Interest Account, the Term Bonds Redemption Account, the Renewal and Replacement Fund and the Utility Reserve Fund shall be invested and reinvested by the Issuer in Authorized Investments, maturing not later than the dates on which such moneys will be needed for the purposes of such fund or account. Moneys on deposit in the Reserve Account may be invested or reinvested by the Issuer in Authorized Investments which shall have an average aggregate weighted term to maturity not greater than ten years. Notwithstanding any other provision hereof, all amounts on deposit in the Construction Fund or Interest Account representing accrued interest and capitalized interest shall be held by the Issuer, shall be pledged solely to the payment of interest on the corresponding Series of Bonds and, unless otherwise provided by Supplemental Resolution, shall be invested only in Federal Securities maturing in such times and in such amounts as are necessary to pay the interest to which they are pledged; provided, however, amounts on deposit in the Interest Account representing accrued and capitalized interest shall be invested only in cash or direct obligations of the United States of America or any combination thereof and shall

be used only for the purpose of paying interest on the Bonds which funded such accrued and capitalized interest. All investments shall be valued at amortized cost~~; provided, however, investments in the Reserve Account shall be valued at the market value thereof, exclusive of accrued interest~~. Investments in the Reserve Account shall be valued by the Issuer on an annual basis ~~on March 1~~at the end of each ~~year~~Fiscal Year in conjunction with the Annual Audit.

Any and all income received from the investment of moneys in each separate account of the Construction Fund, the Interest Account, the Principal Account, the Term Bonds Redemption Account, the Utility Reserve Fund, the Renewal and Replacement Fund (to the extent such income and the other amounts in such Fund do not exceed the Renewal and Replacement Fund Requirement), the Rate Stabilization Account, the Revenue Account and the Reserve Account (to the extent such income and the other amounts in the Reserve Account do not exceed the Reserve Account Requirement), shall be retained in such respective Fund or Account.

Any and all income received from the investment of moneys in the Renewal and Replacement Fund (only to the extent such income and the other amounts in such Fund exceed the Renewal and Replacement Fund Requirement) and the Reserve Account (only to the extent such income and the other amounts in the Reserve Account exceeds the Reserve Account Requirement), shall be deposited upon receipt thereof in the Revenue Account.

Nothing in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

Notwithstanding any provision of this Section 4.08 if at any time after investments have been made in the funds and accounts hereunder an investment ceases to be an Authorized Investment and such investment, aggregated with other non-conforming investments, exceeds 10% of invested funds hereunder, such investment shall be sold or liquidated unless otherwise approved by the Insurer.

SECTION 4.09. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the foregoing funds, accounts and subaccounts established herein may be deposited in a single bank account, and funds allocated to the various funds, accounts and subaccounts established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds, accounts and subaccounts as herein provided.

The designation and establishment of the various funds, accounts and subaccounts in and by this Resolution shall not be construed to require the establishment of any

completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues, expenses and deposits for certain purposes and to establish certain priorities for application of such revenues, expenses and deposits as herein provided.

ARTICLE V
COVENANTS

SECTION 5.01. GENERAL. The Issuer hereby makes the covenants provided in this Article V, in addition to all other covenants in this Resolution, with each and every successive Holder of any of the Bonds so long as any of said Bonds remain Outstanding.

SECTION 5.02. OPERATION AND MAINTENANCE. The Issuer will maintain or cause to be maintained the System and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof. The Issuer may contract with a responsible Person which has experience in the operation of utility systems similar to the System for the operation and maintenance of the System; provided, however, prior to entering any operating agreement (other than an operating agreement with a public entity) with respect to any substantial part of the System the Issuer shall consult with and be directed by Bond Counsel.

SECTION 5.03. ANNUAL BUDGET. The Issuer shall prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. No expenditure for Operating and Maintenance Costs of the System shall be made in any Fiscal Year in excess of the aggregate amount provided for Operating and Maintenance Costs in the Annual Budget, (A) without a written finding and recommendation by an Authorized Issuer Officer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures, and (B) until the Governing Body shall have approved such finding and recommendation by resolution.

If for any reason the Issuer shall not have adopted the Annual Budget before the first day of any Fiscal Year, other than the first Fiscal Year, the preliminary budget for such year, if it be approved by the Consulting Engineers or Rate Consultants, or otherwise the Annual Budget for the preceding Fiscal Year, shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted.

The Issuer shall mail copies of or make available such Annual Budgets and amended Annual Budgets and all resolutions authorizing increased expenditures for ~~operation and maintenance to any Member Government requesting the same and~~Operating and Maintenance Costs to any Credit Bank or Insurer of Bonds who shall file ~~his~~its address with the Executive Director and request in writing that copies of all such Annual Budgets and resolutions be furnished to ~~him~~it and shall make available all such Annual Budgets and resolutions and ordinances authorizing increased expenditures for ~~operation and maintenance~~Operating and Maintenance Costs of the System at all reasonable times to any

Holder or Holders of Bonds or to anyone acting for and on behalf of such Holder or Holders.

SECTION 5.04. RATES. ~~For the Fiscal Year commencing October 1, 2005 and for each Fiscal Year thereafter, the~~The Issuer shall fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of its System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year Net Revenues equal to (A) at least 115% of the Annual Debt Service becoming due in such Fiscal Year, and (B) at least 100% of (1) any amounts required by the terms hereof 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 (2) any County Payments due in such Fiscal Year.

Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues for the purposes provided therefor by this Resolution.

If, in any Fiscal Year, the Issuer shall fail to comply with the requirements contained in this Section 5.04, it shall cause the Rate Consultant to review its rates, fees, charges, income, Gross Revenues, Operating and Maintenance Costs and methods of operation and to make written recommendations as to the methods by which the Issuer may promptly seek to comply with the requirements set forth in this Section 5.04. In performing its services and making its recommendations, the Rate Consultant shall specifically consider the failure by any Member Government to pay the debt service component of its payment obligations under the Water Supply Contract The Issuer shall forthwith commence to implement such recommendations to the extent required so as to cause it to thereafter comply with said requirements. So long as the Issuer implements such recommendations in a timely manner so that the Issuer shall be in compliance with this Section 5.04 as of the end of the immediately succeeding Fiscal Year, the Issuer's failure to comply with this Section 5.04 shall not be considered an Event of Default under Section 7.01 hereof.

SECTION 5.05. BOOKS AND RECORDS. The Issuer shall keep books, records and accounts of the Gross Revenues and operations of the System and the Member Governments and the Holders of any Bonds Outstanding or the duly authorized representatives thereof shall have the right at all reasonable times to inspect all books, records and accounts of the Issuer relating thereto.

SECTION 5.06. ANNUAL AUDIT. The Issuer shall, after the close of each Fiscal Year, diligently cause the books, records and accounts relating to the System to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. ~~Such Annual Audits shall contain, but not be limited to, a balance sheet, an income statement, a statement of changes in financial position, statement of changes in~~

~~retained earnings and any other statements as required by law or accounting convention.~~ Each Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities. A copy of each Annual Audit shall regularly be furnished ~~to any Member Government requesting the same and~~or made available to any Credit Bank or Insurer who shall have furnished his address to the Executive Director and requested in writing that the same be furnished to him.

SECTION 5.07. NO MORTGAGE OR SALE OF THE SYSTEM. The Issuer irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in any manner dispose of the System as a whole or any substantial part thereof (except as provided below) until all of the Bonds and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 9.01 hereof.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System in the following manner, if any one of the following conditions exist: (A) such property is not necessary for the operation of the System, (B) such property is not useful in the operation of the System, (C) such property is not profitable in the operation of the System, or (D) in the case of a lease of such property, such lease will be advantageous to the System and will not materially adversely affect the security for the Bondholders~~, or (E) such property is required by the terms of the Interlocal Agreement to be sold, leased or disposed of by the Issuer~~.

Prior to any such sale, lease or other disposition of said property: (1) if the amount to be received therefor is not in excess of five percent (5%) of the ~~book value of the gross plant of the System at original cost,~~capital assets of the System, less accumulated depreciation, as reported in the Issuer's most recent Annual Comprehensive Financial Report ("ACFR"), (a) an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section 5.07 have been met, and (b) if any of the property to be sold, leased or otherwise disposed of was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of five percent (5%) of the ~~book value of the gross plant of~~capital assets of the System ~~at original cost~~, less accumulated depreciation, as reported in the Issuer's most recent ACFR, (a) an Authorized Issuer Officer and the Consulting Engineers shall each first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second

paragraph of this Section 5.07 have been met, (b) the Governing Body shall, by resolution, duly adopt, approve and concur in the ~~finding~~findings of the Authorized Issuer Officer and the Consulting Engineers, and (c) the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition is not in violation of the Act and will not adversely affect the federal tax exempt status of interest on the Bonds (other than Taxable Bonds)~~. The sale, lease or disposition of any property required by the terms of the Interlocal Agreement shall be exempt from the provisions of this paragraph.~~ or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

~~The~~Except as otherwise required under applicable provisions of the Code, the proceeds, if any, from any such sale or other disposition shall be deposited, first, into the Renewal and Replacement Fund to the extent necessary to make the amount therein equal to the Renewal and Replacement Fund Requirement, and, second, into the Utility Reserve Fund. Proceeds from any ~~such~~ lease of assets of the System shall constitute Gross Revenues and shall be deposited in the Revenue ~~Account~~Fund.

The transfer of the System as a whole from the control of the Governing Body to some other board or authority ~~which may hereafter be~~ created for ~~such~~the purpose~~, to the extent permitted by the Interlocal Agreement,~~ of owning, operating or controlling the System and which constitutes a governmental entity, interest on obligations issued by which are excluded from gross income for purposes of ~~federal~~Federal income taxation (other than obligations similar to Taxable Bonds or Federal Subsidy Bonds), shall not be deemed prohibited by this Section 5.07 and such successor board or authority shall fall within the definition of "Issuer" in Section 1.01 hereof~~; provided, however, prior to any such transfer, the Issuer shall obtain the prior written consent of the Insurer~~.

Notwithstanding the foregoing provisions of this Section 5.07, the Issuer shall have the authority to sell for fair and reasonable consideration any land comprising a part of the System which is no longer necessary or useful in the operation of the System and the proceeds derived from the sale of such land shall be disposed of in accordance with the provisions of the fourth paragraph of this Section 5.07~~.~~; provided, however, if any of the land to be sold was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such sale will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.

~~Notwithstanding the foregoing provisions of this Section 5.07, the~~The Issuer may make contracts or grant licenses for the operation of, or grant easements or other rights

with respect to, any part of the System if such contract, license, easement or right does not, in the opinion of the Consulting Engineers, as evidenced by a certificate to that effect filed with the Issuer, impede or restrict the operation by the Issuer of the System, but any payments to the Issuer under or in connection with any such contract, license, easement or right in respect of the System or any part thereof shall constitute Gross Revenues and shall be deposited in the Revenue ~~Account.~~Fund; provided, however, if that portion of the System was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Issuer shall obtain an opinion of Bond Counsel to the effect that such action will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.

~~Any sale, transfer or other disposition of the System, or any portion thereof, shall be done in compliance with the terms of the Interlocal Agreement and Water Supply Contract.~~

SECTION 5.08. INSURANCE. The Issuer will carry or cause to be carried such insurance as is ordinarily carried by private or public entities owning and operating ~~utilities~~utility facilities similar to the System with a reputable insurance carrier or carriers, in such amounts as the Issuer shall determine to be sufficient and such other insurance against loss or damage by fire, explosion, hurricane, tornado or other hazards and risks, and said property loss or damage insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of the System, or such other amount or amounts as ~~a reputable insurance consultant or~~ the Consulting Engineers ~~shall~~or an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System, shall recommend or approve as sufficient.

The Issuer may establish ~~minimum~~certain levels of insurance for which the Issuer may self-insure. Such ~~minimum~~ levels of insurance shall be in amounts as recommended ~~in writing~~ by an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operations similar to the System.

The proceeds from property loss and casualty insurance shall be deposited in the Renewal and Replacement Fund or other appropriate fund or account, and, together with other available funds of the Issuer, shall be used to repair or replace the damaged portion of the System; provided, however, if the Issuer makes a determination in accordance with Section 5.07 hereof that such portion of the System is no longer necessary or useful in the operation of the System, such proceeds shall (1) if such proceeds equal or exceed

$~~100,000~~500,000, (a) be applied to the redemption or purchase of Bonds or (b) be deposited in irrevocable trust for the payment of Bonds in the manner set forth in Section 9.01, provided the Issuer has received an opinion of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, from gross income of interest on the Outstanding Bonds for purposes of federal income taxation (other than Taxable Bonds) and will not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Issuer's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds, or (2) if such proceeds are less than $~~100,000~~500,000, be deposited in the Revenue ~~Account~~Fund.

SECTION 5.09. NO FREE SERVICE. The Issuer will not render, or cause to be rendered, any free services of any nature by its System or any part thereof.

SECTION 5.10. NO IMPAIRMENT OF RIGHTS. The Issuer will not enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Holders of the Bonds. The Issuer shall perform all of its obligations under the Water Supply Contract and the Interlocal Agreement and shall vigorously enforce all of its rights under the Water Supply Contract and the Interlocal Agreement.

SECTION 5.11. ENFORCEMENT OF CHARGES. The Issuer shall promptly bill the Member Governments and the City of North Port for water consumed by such Member Governments in accordance with the terms of the Water Supply Contract. The Issuer shall compel the prompt payment of rates, fees and charges imposed in connection with the System, and to that end will vigorously enforce all of the provisions of the Water Supply Contract and any other agreement it may enter into for the supply of water.

SECTION 5.12. AMENDMENTS TO INTERLOCAL AGREEMENT AND WATER SUPPLY CONTRACT. The Issuer agrees that it will not make any amendment to the Water Supply Contract or the Interlocal Agreement which will materially adversely affect the security of the Holders of the Bonds, except as otherwise provided in Section 8.04 hereof. The Issuer agrees to enforce the provisions of the Water Supply Contract in order to protect the rights and security of the Bondholders.

SECTION 5.13. COVENANTS WITH CREDIT BANKS AND INSURERS. The Issuer may make such covenants as it may in its sole discretion determine to be appropriate with any Insurer, Credit Bank or other financial institution that shall agree to insure or to provide for Bonds of any one or more Series credit or liquidity support that shall enhance the security or the value of such Bonds. Such covenants may be set forth in the applicable Supplemental Resolution and shall be binding on the Issuer, the Registrar, the Paying Agent and all the Holders of Bonds the same as if such covenants were set forth

in full in this Resolution and may not diminish the security of any of the Bonds Outstanding.

SECTION 5.14. CONSULTING ENGINEERS. The Issuer shall at all times employ Consulting Engineers, whose duties shall be to make any certificates and perform any other acts required or permitted of the Consulting Engineers under this Resolution, and also to review the construction and operation of the System, to make an inspection of the System at least once every three years, and to submit to the Issuer a report with respect to each such inspection with recommendations as to the proper maintenance, repair and operation of the System during the ensuing Fiscal Year(s), including recommendations for expansion and additions to the System to meet anticipated service demands and an estimate of the amount of money necessary for such purposes. The Consulting Engineers shall annually recommend the amount of the Renewal and Replacement Fund Requirement. Copies of such reports, recommendations and estimates made as hereinabove provided shall be filed with the Issuer for inspection by Bondholders, if such inspection is requested, and shall be mailed to any Member Government requesting the same.

SECTION 5.15. FEDERAL INCOME TAXATION COVENANTS; TAXABLE BONDS. The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it shall not use the proceeds of such Series of Bonds in any manner which would cause the interest on such Series of Bonds to be or become included in gross income for purposes of ~~federal~~Federal income taxation.

The Issuer covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Series of Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Issuer nor any other Person ~~under its control~~ shall do any act or fail to do any act which would cause the interest on ~~such~~any Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) to become subject to inclusion within gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of each Series of Bonds (other than Taxable Bonds and Federal Subsidy Bonds) that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Bonds for purposes of ~~federal~~Federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The Issuer may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, so long as ~~each Bond of such Series states in the body thereof that interest payable thereon is (or may be) subject to federal income taxation and provided~~

~~that~~ the issuance thereof will not cause interest on any other Bonds theretofore issued hereunder to be or become subject to federal income taxation. The covenants set forth in this Section 5.15 shall not apply to any Taxable Bonds.

SECTION 5.16. HEDGE AGREEMENTS. Each Counterparty to a Qualified Hedge Agreement shall meet the Initial Rating Requirement. For the period the Counterparty does not fall below "Baa2" by Moody's, "BBB" by Standard & Poor's and "BBB" by Fitch (the "Minimum Rating Requirement"), interest on Bonds subject to a Qualified Hedge Agreement with such Counterparty shall be deemed to be the Hedge Payments for purposes of the definition of "Debt Service." For any period the Counterparty does not satisfy the Minimum Rating Requirement and is not replaced by a Counterparty that meets the Initial Rating Requirement, interest on Bonds subject to a Qualified Hedge Agreement with such Counterparty shall be the actual interest on such Bonds (not taking into account the Hedge Payments) for purposes of the definition of "Debt Service." The above-described requirements for a Counterparty to a Qualified Hedge Agreement and the inclusion or exclusion of Hedge Payments for purposes of the definition of "Debt Service" may be waived in writing by the Insurer(s) of the Bonds if such Bonds are all secured by Bond Insurance Policies.

~~**SECTION 5.17. FEDERAL DIRECT PAYMENTS.** Notwithstanding any provision contained in the Resolution to the contrary, the Issuer covenants with the Holders of the Bonds that so long as any Build America Bonds remain Outstanding, it will (A) comply with all procedures and requirements set forth in the Code and any applicable regulations promulgated from time to time thereunder and any applicable guidance relating to Build America Bonds promulgated by the United States Department of the Treasury or Internal Revenue Service, and (B) take all necessary actions in order to receive the Federal Direct Payments on a timely basis.~~

SECTION 5.17. FEDERAL SUBSIDY BONDS. The Issuer covenants with respect to any Bonds issued as Federal Subsidy Bonds that it will:

(A) File, on a timely basis, Internal Revenue Service Form 8038-CP or such other form or forms required by the United States Department of Treasury to receive Federal Subsidy Payments in connection with any Bonds issued as Federal Subsidy Bonds.

(B) Deposit promptly the Federal Subsidy Payments received from the United States Department of Treasury, if any, to the Interest Account of the Sinking Fund to pay interest on the Federal Subsidy Bonds.

(C) Comply with all provisions of the Code, all Treasury Regulations promulgated thereunder, and any applicable notice, ruling or other formal interpretation issued by the United States Department of Treasury or the Internal Revenue Service, in

order for the Bonds issued as Federal Subsidy Bonds to be and to remain Federal Subsidy Bonds.

(D) Not take any action, or fail to take any action, if any such action or failure to take such action would adversely affect the Issuer's receipt of Federal Subsidy Payments or the status of the Bonds issued as Federal Subsidy Bonds, or any portion thereof, as Federal Subsidy Bonds. The Issuer covenants that it will not directly or indirectly use or permit the use of any proceeds of Bonds issued as Federal Subsidy Bonds or any other of its funds or take or omit to take any action that would cause the Bonds issued as Federal Subsidy Bonds to be or become "arbitrage bonds" within the meaning of Section 148(a) or to fail to meet any other applicable requirements of the Code.

ARTICLE VI
SUBORDINATED INDEBTEDNESS AND ADDITIONAL BONDS

SECTION 6.01. SUBORDINATED INDEBTEDNESS. The Issuer will not issue any other obligations, except under the conditions and in the manner provided herein, payable from the Pledged Funds or the Gross Revenues or voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien thereon in favor of the Bonds and the interest thereon. The Issuer may at any time or from time to time issue evidences of indebtedness payable in whole or in part out of Pledged Funds and which may be secured by a pledge of Pledged Funds; provided, however, that such pledge shall be, and shall be expressed to be, subordinated in all respects to the pledge of the Pledged Funds created by this Resolution and provided further that the issuance of such Subordinated Indebtedness shall be subject to any provisions contained in financing documents securing Outstanding Subordinated Indebtedness to the extent such provisions impact on the ability of the Issuer to issue Subordinated Indebtedness. No Subordinated Indebtedness shall be subject to acceleration. The Issuer shall have the right to covenant with the holders from time to time of any Subordinated Indebtedness to add to the conditions, limitations and restrictions under which any Additional Bonds may be issued under the provisions of Section 6.02 hereof. The Issuer agrees to pay promptly any Subordinated Indebtedness as the same shall become due.

SECTION 6.02. ISSUANCE OF ADDITIONAL BONDS. No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to this Resolution, shall be issued except upon the conditions and in the manner herein provided. The Issuer may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing or refinancing the Cost of a Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds or of any Subordinated Indebtedness of the Issuer or any other indebtedness of the Issuer that it may lawfully refund with proceeds of the Bonds.

No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the Issuer shall certify that it is current in all deposits into the various funds, accounts and subaccounts established hereby and all payments theretofore required to have been deposited or made by it under the provisions of this Resolution have been deposited or made and it has complied with the covenants and agreements of this Resolution.

(B) There shall have been filed with the Issuer (1) a certificate of the Executive Director demonstrating that the requirements of Section 5.04 were met in the last complete Fiscal Year for which the audited financial statements of the Issuer are available; and (2) a report of the Rate Consultant setting forth for each of the three Fiscal Years following the Fiscal Year in which the Authorized Issuer Officer estimates the completion of the Project to be financed by such Additional Bonds (a) estimates of Gross Revenues to be received by the Issuer from the System including the Project to be financed with the Additional Bonds; (b) estimates of Operating and Maintenance Costs for such Fiscal Years; (c) the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued; and (d) that Net Revenues will be sufficient to pay 115% of the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued in each such Fiscal Year, and 100% of (i) any amounts required by the terms hereof to be deposited in the Reserve Account or with the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy, and (ii) any County Payments payable in each such Fiscal Year.

(C) With respect to Additional Bonds that are issued to complete a Project, the Authorized Issuer Officer shall have filed with the Issuer certificate demonstrating that the proceeds of such Additional Bonds to be issued (net of issuance costs and any discounts) will be not more than 10% of the original Cost of such Project for the completion of which such Additional Bonds are then being issued. If the Authorized Issuer Officer files such certificate with the Issuer, the conditions of Section 6.02(B) hereof shall not apply to the issuance of such Additional Bonds. If Additional Bonds are issued to complete a Project and the proceeds of such Additional Bonds (net of issuance costs and any discounts) are greater than 10% of the original cost of such Project, the Issuer may issue such Bonds provided the conditions of Section 6.02(B) hereof are satisfied.

(D) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on additional parity Variable Rate Bonds then proposed to be issued shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(E) For the purpose of determining the Debt Service under this Section 6.02, the interest rate on Outstanding Variable Rate Bonds shall be deemed to be (1) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the date of sale of such Additional Bonds, the highest interest rate borne by such Variable Rate Bonds ~~during the 12-month~~for any 30-day period preceding the average date of sale of such Additional Bonds, or (2) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of sale of such Additional Bonds, the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(F) Additional Bonds shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and all of the other covenants and other

provisions of this Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to this Resolution. Except as provided in Sections 4.02 and 4.05 hereof, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(G) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of Sections 6.02(B) hereof shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in Maximum Annual Debt Service. The conditions of Section 6.02(B) hereof shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

SECTION 6.03. BOND ANTICIPATION NOTES. The Issuer may issue notes in anticipation of the issuance of Bonds which shall have such terms and details and be secured in such manner, not inconsistent with this Resolution, as shall be provided by Supplemental Resolution of the Issuer. Such notes shall be Subordinated Indebtedness, unless the Issuer satisfies the conditions of Section 6.02 hereof relating to Additional Bonds.

SECTION 6.04. ACCESSION OF SUBORDINATED INDEBTEDNESS TO PARITY STATUS WITH BONDS. The Issuer may provide for the accession of Subordinated Indebtedness to the status of complete parity with the Bonds, if (A) the Issuer shall meet all the requirements imposed upon the issuance of Additional Bonds by Sections 6.02(A) and (B) hereof, assuming for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds, (B) the facilities financed by such Subordinated Indebtedness shall be, or become part of, the System, and (C) if such Subordinated Indebtedness will be secured in any manner by the Reserve Account or a subaccount therein, the Reserve Account, upon such accession, shall contain an amount equal to the Reserve Account Requirement in accordance with Section 4.05(B)(4) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in this Resolution.

ARTICLE VII
DEFAULTS AND REMEDIES

SECTION 7.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, Sinking Fund Installment, redemption premium or interest on any Bond when due. In determining whether a payment default has occurred, no effect shall be given to payment made under a Bond Insurance Policy.

(B) There shall occur the dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may now be in effect or hereafter adopted.

(C) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of 90 days after written notice of such default shall have been received from an Insurer or the Holders of not less than 25% of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, the Issuer shall not be deemed to be in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes appropriate curative action and diligently pursues such action until default has been corrected; provided, however, no such curative action shall exceed 90 days without the prior written consent of the Insurer.

The Issuer shall provide immediate notice of any Event of Default described in Section 7.01(A) to all affected Bondholders, to each Member Government and to each Insurer. The Issuer shall provide notice of any other Event of Default to all affected Bondholders, to each Member Government and to each Insurer within 30 days of the Issuer's knowledge thereof.

SECTION 7.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State

of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, that no Holder, trustee or receiver shall have the right to declare the Bonds immediately due and payable.

The Holder or Holders of Bonds in an aggregate principal amount of not less than 25% of the Bonds then Outstanding may by a duly executed certificate in writing appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Executive Director. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer, the Member Governments and the trustee and notice of such appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the Holders of a majority in aggregate principal amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 7.03. DIRECTIONS TO TRUSTEE AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding (or any Insurer insuring any then Outstanding Bonds) have the right, by an instrument or concurrent instruments in writing executed and delivered to the trustee, to direct the method and place of conducting all remedial proceedings to be taken by the trustee hereunder with respect to the Series of Bonds owned by such Holders or insured by such Insurer, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee shall have the right to decline to follow any direction of the Holders which in the opinion of the trustee would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 7.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

SECTION 7.05. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence

therein; and every power and remedy given by Section 7.02 to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 7.06. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer or a trustee or receiver appointed for the purpose shall apply all Pledged Funds (except as for amounts in the subaccounts of the Reserve Account which shall be applied to the payment of the Series of Bonds for which they were established) as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver and Registrar hereunder;

B. To the payment of the amounts required for reasonable and necessary Operating and Maintenance Costs, and for the reasonable renewals, repairs and replacements of the System necessary to prevent loss of Net Revenues, as certified by the Consulting Engineer;

C. To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest (including Hedge Payments) then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 9.01 of this Resolution), in the order of their due dates, with any accrued and unpaid interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with ~~such~~any accrued and unpaid interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD: to the payment of the Redemption Price of any Bonds called for optional redemption pursuant to the provisions of this Resolution.

(2) If the principal of all the Bonds shall have become due and payable (including Hedge Payments), all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

D. To the payment of all amounts owed to the ~~Insurer~~Insurers and Credit Banks not covered by A, B or C above.

SECTION 7.07. CONTROL BY INSURER. To the extent an Insurer makes any payment of principal of or interest on Bonds in accordance with its Bond Insurance Policy, such Insurer shall become subrogated to the rights of the recipients of such payments in accordance with the terms of its Bond Insurance Policy. Upon the occurrence and continuance of an Event of Default, an Insurer of a Series of Bonds, if such Insurer shall not be in payment default under its Bond Insurance Policy, shall be deemed to be the sole owner of such Bonds for purposes of (~~a~~A) directing and controlling the enforcement of all rights and remedies with respect to such Series of Bonds, including any waiver of an Event of Default and removal of any trustee, and (~~b~~B) exercising any voting right or privilege or giving any consent or direction or taking any other action that the Holders of such Bonds are entitled to take pursuant to this Article VII hereof. No provision expressly recognizing or granting rights in or to an Insurer shall be modified without the consent of such Insurer. An Insurer's rights under this Section 7.07 shall be suspended during any period in which such Insurer is in default in its payment obligations under its Bond Insurance Policy (except to the extent of amounts previously paid by such Insurer and due and owing to such Insurer) and shall be of no force or effect if its Bond Insurance Policy is no longer in effect or if the Insurer asserts that its Bond Insurance Policy is not in effect or if the Insurer waives such rights in writing. The rights granted to an Insurer under this Section 7.07 are granted in consideration of such Insurer issuing its Bond Insurance Policy. The Issuer shall provide each Insurer immediate notice of any Event of Default described in Section 7.01(A) hereof and notice of any other Event of Default occurring hereunder within ~~five~~30 days of the occurrence thereof. Each Insurer of any Bonds hereunder shall be considered a third-party beneficiary to the Resolution with respect to such Bonds.

ARTICLE VIII
SUPPLEMENTAL RESOLUTIONS

SECTION 8.01. SUPPLEMENTAL RESOLUTION WITHOUT BONDHOLDERS' CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental ~~Resolution~~Resolutions shall thereafter form a part hereof) for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder.

(B) ~~to~~To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To specify and determine the matters and things referred to in ~~Sections~~Section 2.01~~, 2.02 or 2.09~~ hereof, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds.

(F) To authorize Additional Projects or to change or modify the description of any Project.

(G) To specify and determine matters necessary or desirable for the issuance of Variable Rate Bonds, Federal Subsidy Bonds or Capital Appreciation Bonds.

(H) To provide for the establishment of a separate subaccount or subaccounts in the Reserve Account which shall independently secure one or more Series of Bonds.

(I) To revise the procedures provided in Section 4.05(B)(4) hereof pursuant to which moneys are drawn on a Reserve Account Insurance Policy or Reserve Account

Letter of Credit and moneys are reimbursed to the provider of such Policy or Letter of Credit.

(J) To make provision hereunder for the use of a Qualified Hedge Agreement.

(K) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security ~~for~~of Holders of the Bonds. In making such determination, the Issuer shall not take into consideration any Bond Insurance Policy.

Prior to adoption of any Supplemental Resolution which amends or modifies provisions of this Resolution, the Issuer shall obtain an opinion of Bond Counsel to the effect that the amendments or modifications to this Resolution shall not adversely affect the exclusion, if any, from gross income of interest on the Bonds for purposes of federal income taxation.

SECTION 8.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' ~~AND~~, INSURER'S ~~CONSENT~~CREDIT BANKS' CONSENTS. Subject to the terms and provisions contained in this Section 8.02 and ~~Section~~Sections 8.01 and 8.03 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 8.02. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 8.02 shall also require the written consent of any Credit Bank that has provided a Credit Facility and the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect if such Insurer and Credit Bank are not in payment default under their Bond Insurance Policy or Credit Facility, as the case may be. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all affected Bondholders, (A) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Funds other than the lien and pledge created by this Resolution, or except as otherwise permitted or provided hereby, which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds (except as to the establishment of separate subaccounts in the Reserve Account provided in Section 4.05(B)(4) hereof), or

(E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the ~~Insurer~~Insurers or the Credit Banks of the adoption of any Supplemental Resolution as authorized in Section 8.01 hereof.

If at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 8.02, the ~~Executive Director~~Clerk shall cause the Registrar to give notice of the proposed ~~adoption of~~amendments provided in such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed ~~Supplemental Resolution~~amendments and shall state that copies thereof are on file at the offices of the ~~Executive Director~~Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 8.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 8.02.

Whenever the Issuer shall deliver to the ~~Executive Director~~Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed amendments provided in the Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

The Issuer may adopt the Supplemental Resolution approving the amendments subject to the consents and approvals described in this Section 8.02.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 8.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this

Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 8.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 8.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

Notwithstanding any other provision of this Section 8.02, to the extent permitted by law, at the time of issuance or remarketing of Bonds under this Resolution, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Bonds, or as agent for or in lieu of Holders of the Series Bonds, may provide consent to amendments to this Resolution pursuant to this Section 8.02.

SECTION 8.03. AMENDMENT WITH CONSENT OF ~~INSURER~~INSURERS AND CREDIT BANKS ONLY. For purposes of amending this Resolution pursuant to Section 8.02 hereof, an Insurer of Bonds and the Credit Bank providing a Credit Facility shall be considered the Holder of such Bonds which it has insured~~, provided such Bonds, at the time of the adoption of the amendment, shall be rated by the Rating Agencies which shall have rated such Bonds at the time such Bonds were insured no lower than the ratings assigned thereto by such Rating Agencies on such date of being insured~~ or provided a Credit Facility. The consent of the Holders of such Bonds shall not be required if the Insurer of such Bonds and any such Credit Bank shall consent to the amendment as provided by this Section 8.03~~. The foregoing right of amendment, however, does not apply to any amendment to Section 5.15 hereof with respect to the exclusion, if applicable, of interest on said Bonds from gross income for purposes of federal income taxation~~ and such Insurer and Credit Bank is not in default with respect to its obligations under its Bond Insurance Policy or Credit Facility. At least 15 days prior to adoption of any amendment made pursuant to this Section 8.03, notice of such amendment shall be delivered to the Rating Agencies rating the Bonds. Upon filing with the ~~Executive Director~~Clerk of evidence of such consent ~~of~~ the ~~Insurer or~~ Insurers and Credit Banks as aforesaid, the Issuer may adopt such Supplemental Resolution or adopt the Supplemental Resolution subject to the consents provided in this Section 8.02. After the adoption by the Issuer of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 8.02 hereof. Notwithstanding the foregoing, the consent of all affected Bondholders shall still be required with respect to any amendment set forth in Clauses (A), (B), (C), (D) or (E) in the first paragraph of Section 8.02 hereof.

SECTION 8.04 AMENDMENTS TO WATER SUPPLY CONTRACT; RELEASE OR ASSIGNMENT OF WATER SUPPLY CONTRACT. (A) The Water Supply Contract may be amended by the parties thereto without the consent of any Bondholders, Insurer or Credit Bank if such amendment will not materially adversely affect the security for the Bonds. If such amendment materially adversely affects the security for the Bonds, the Water Supply Contract may be amended in such manner as the parties thereto deem appropriate if all the Outstanding Bonds are secured by Bond Insurance Policies and/or Credit Facilities and the Insurers and/or Credit Banks which issue such Policies or Facilities consent to such amendments. If all of the Outstanding Bonds are not secured by Bond Insurance Policies and/or Credit Facilities, the Water Supply Contract may be amended in a manner which materially adversely affects the security for the Bonds if each Insurer and/or Credit Bank for the Outstanding Bonds and a majority of Holders of Bonds not secured by a Bond Insurance Policy or Credit Facility consent to such amendments. ~~Notwithstanding the foregoing, neither the Series 2005 Bond debt service allocation for the Initial Project (REP cost allocation) nor the respective parties designated to make such payments provided in Exhibit F of the Water Supply Contract shall be amended without the prior written consent of the Insurer.~~

(B) The Issuer will not approve any action described under Section 33 of the Water Supply Contract which materially adversely affects the security for the Bonds without the prior written consent of the Insurer.

SECTION 8.05 SERIES 2025 BONDHOLDER CONSENT. Purchase by the initial Holders of the Series 2025 Bonds shall constitute consent to the amendments provided herein. Consent of the initial Series 2025 Bondholders shall be binding on all future Series 2025 Bondholders and shall provide the consent required by Section 8.02 of the Existing Resolution for the amendments provided herein. Notwithstanding anything in the Existing Resolution to the contrary and subject in all respects to the award of the Series 2025 Bonds in accordance with the Supplemental Resolution relating to the Series 2025 Bonds, the amendments to the Resolution provided herein shall become effective only upon the consent of a majority of Bondholders required by Section 8.02 of the Existing Resolution and any other required consents. The Series 2025 Bondholders by purchasing the Series 2025 Bonds shall waive any irregularity with the provisions of Section 8.02.

ARTICLE IX
MISCELLANEOUS

SECTION 9.01. DEFEASANCE. If (A) the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of ~~all~~any Bonds the principal and interest or Redemption Price, ~~if applicable, and~~plus accrued interest, due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, and ~~if~~(B) the Issuer shall pay all ~~amounts~~Policy Costs owing to any provider of a Reserve Account Letter of Credit or Reserve Account Insurance Policy and all amounts owing to the ~~Insurer, if any~~Insurers and Credit Banks, then ~~the pledge of the Pledged Funds, and~~ all covenants, agreements and other obligations of the Issuer to the ~~Bondholders~~Holders of such Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agents shall pay over or deliver to the Issuer all money or securities held by them pursuant to ~~the~~this Resolution which are not required for ~~the~~ payment or redemption of any Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto~~, whether at or prior to the maturity or redemption date of such Bonds,~~ shall be deemed to have been paid within the meaning of this Section 9.01 if (~~A~~i) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (~~B~~ii) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Refunding Securities verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal bonds to be in such amount that the principal of and the interest on or Redemption Price thereof which when due will provide moneys which, together with the moneys, if any, deposited with such ~~bank~~banking institution or trust company at the same time shall be sufficient ~~(as verified by an independent certified public accountant)~~, to pay the principal of ~~or Redemption Price~~, premium, if ~~applicable~~any, and interest due and to become due on said Bonds ~~on and prior to the~~through and including the maturity date and/or redemption date ~~or maturity date thereof, as the case may be~~, as applicable, thereof. Except as hereafter provided, neither the Refunding Securities nor any moneys so deposited with such ~~bank~~banking institution or trust company nor any moneys received by such bank or trust company on account of principal of or Redemption Price, if applicable, or interest on said Refunding Securities shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price~~, if applicable,~~ of the Bonds for the payment ~~or redemption~~ of which they were deposited and the interest accruing thereon to the date of maturity and/or redemption date, as applicable; provided, however, the Issuer may substitute new Refunding Securities and moneys for the deposited

Refunding Securities and moneys if the new Refunding Securities and moneys are sufficient to pay the principal of and interest on or Redemption Price~~, if applicable, and interest on~~ of the refunded Bonds.

For purposes of determining whether Variable Rate Bonds shall be deemed to have been paid prior to the maturity or the redemption date thereof, as the case may be, by the deposit of moneys, or specified Refunding Securities and moneys, if any, in accordance with this Section 9.01, the interest to come due on such Variable Rate Bonds on or prior to the maturity or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than the Maximum Interest Rate for any period, the total amount of moneys and specified Refunding Securities on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds ~~is~~ in order to satisfy this Section 9.01, such excess shall be paid to the Issuer free and clear of any trust, lien, pledge or assignment securing the Bonds or otherwise existing under this Resolution.

~~In the event the~~If Bonds ~~for which moneys are to be deposited for the payment thereof in accordance with~~are not to be redeemed or paid within 60 days after any such defeasance described in this Section 9.01~~ are not by their terms subject to redemption within the next succeeding 60 days~~, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 9.01 of moneys or Refunding Securities has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 9.01 and stating such maturity date and/or redemption date, as applicable, upon which moneys are to be available for the payment of the principal of and interest on or Redemption Price~~, if applicable, and interest on~~ of said Bonds. Failure to provide said notice shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section 9.01.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

~~In~~Notwithstanding anything herein to the contrary, in the event that the principal of or ~~Redemption Price, if applicable, and~~ interest due on the Bonds shall be paid by an Insurer or Insurers, such Bonds shall remain Outstanding, shall not be defeased or otherwise satisfied and shall not be considered paid by the Issuer, and the pledge of the Pledged Funds and all covenants, agreements and other obligations of the Issuer to the Bondholders shall continue to exist and such Insurer or Insurers shall be subrogated to the rights of such Bondholders.

SECTION 9.02. CAPITAL APPRECIATION BONDS. For the purposes of (A) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, or (B) receiving payment of a Capital Appreciation Bond if the principal of all Bonds becomes due and payable under the provisions of this Resolution, or (C) computing the amount of Bonds held by the Holder of a Capital Appreciation Bond in giving to the Issuer or any trustee or receiver appointed to represent the Bondholders any notice, consent, request or demand pursuant to this Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

SECTION 9.03. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 9.04. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 9.05. VALIDATION AUTHORIZED. To the extent deemed necessary by Bond Counsel or desirable by Counsel for the Issuer, the Bond Counsel is authorized to institute appropriate proceedings for validation of a Series of the Bonds herein authorized pursuant to Chapter 75, Florida Statutes.

SECTION 9.06. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 9.07. FULL FORCE AND EFFECT. The Resolution, as herein amended and restated, shall remain in full force and effect.

SECTION 4. FULL FORCE AND EFFECT. The Existing Resolution, as herein amended and restated, shall remain in full force and effect.

SECTION 5. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Amended and Restated

Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Amended and Restated Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 6. REPEALING CLAUSE. All resolutions, ordinances, or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

SECTION ~~9.07~~7. EFFECTIVE DATE. This Amended and Restated Resolution shall take effect immediately upon ~~its final adoption~~the issuance of the Series 2025 Bonds and receipt of any consents or approvals required by documentation related to Bonds issued under the Existing Resolution or securing such Bonds in accordance with ~~applicable law~~Section 8.02 of the Existing Resolution.

ADOPTED at a meeting of the Board of Directors on the ____ of _____, 2025.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

By: _____
Joseph Tiseo, Chairman
Authority Board of Directors

ATTEST:

_____
Richard Anderson, Executive Director

APPROVED AS TO FORM: Date: _____

_____
Doug Manson, General Counsel

TAB D
Resolution 2025-08 with draft Preliminary Official Statement, May 21, 2025

RESOLUTION NO. 2025-08

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SUPPLEMENTING A RESOLUTION ENTITLED "A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION," AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS AND THE REFUNDING OF ALL OR A PORTION OF THE UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2015; AUTHORIZING THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REVENUE BONDS, SERIES 2025A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $350,000,000 AND THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REVENUE BONDS, SERIES 2025B IN AN AGGREGATE PRINCIPAL

AMOUNT NOT TO EXCEED $65,000,000 IN ORDER TO EFFECT THE FINANCING OF SUCH CAPITAL IMPROVEMENTS AND THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2025C IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $12,500,000 IN ORDER TO EFFECT SUCH REFUNDING; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY:

SECTION 1. FINDINGS. It is hereby found and determined that:

(A) On December 7, 2005, the Board of Directors (the "Governing Body") of Peace River/Manasota Regional Water Supply Authority (the "Issuer") duly adopted a resolution (as amended and supplemented, the "Resolution"), the title of which Resolution is quoted in the title of this Supplemental Resolution, for the purposes described therein, authorizing, among other things, the issuance by the Issuer of $93,045,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2005A (the "Series 2005A Bonds") and $38,380,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2005B (the "Series 2005B Bonds" and collectively with the Series 2005A Bonds, the "Series 2005

Bonds"). The Series 2005 Bonds were issued for the purposes described in the Resolution, including the refunding of certain outstanding obligations of the Issuer and making improvements to the System.

(B) On November 2, 2010, the Issuer issued its $13,140,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2010A (the "Series 2010A Bonds") and its $29,555,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2010B (Federally Taxable Build America Bonds – Direct Subsidy) (the "Series 2010B Bonds," and collectively with the Series 2010A Bonds, the "Series 2010 Bonds") for the purposes of refinancing certain indebtedness and financing various capital improvements.

(C) On October 6, 2014, the Issuer refinanced a portion of the Series 2005A Bonds through the issuance of its $27,390,000 Peace River/Manasota Regional Water Authority Utility System Refunding Revenue Bond, Series 2014A (the "Series 2014A Bond").

(D) On December 29, 2014, the Issuer refinanced all of the Series 2005A Bonds that were Outstanding through the issuance of its $56,065,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2014B (the "Series 2014B Bonds").

(E) On July 7, 2015, the Issuer refinanced all of the Series 2005 Bonds that were Outstanding through the issuance of its $23,910,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2015 (the "Series 2015 Bonds").

(F) On October 22, 2020, the Issuer refinanced all of the Series 2010A Bonds, the Series 2010B Bonds and the Series 2014A Bond that were Outstanding through the issuance of its $52,055,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2020 (the "Series 2020 Bonds").

(G) On October 7, 2022, the Issuer issued its $100,000,000 Peace River/Manasota Regional Water Supply Authority 2022 Revolving Credit Bond (as amended, the "Series 2022 Bond") to secure obligations under the Revolving Credit Agreement, dated October 7, 2022, between the Issuer and PNC Bank, National Association.

(H) On October 1, 2024, the Issuer refinanced all of the Series 2014B Bonds that were Outstanding through the issuance of its $49,200,000 Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2024A (the "Series 2024A Bonds") in order to refinance all or a portion of the Series 2014B Bonds.

(I) On October 1, 2024, the Issuer issued its $40,035,000 Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2024B (the "Series 2024B Bonds"), for purposes of financing certain capital improvements.

(J) The Series 2015 Bonds, the Series 2020 Bonds, the Series 2022 Bond, the Series 2024A Bonds and the Series 2024B Bonds are collectively referred to herein as the "Outstanding Parity Obligations."

(K) On the date hereof, the Issuer authorized the issuance of not exceeding $350,000,000 aggregate principal amount of its Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025A (the "Series 2025A Bonds") together with other legally available moneys, if any, in order to finance the acquisition and construction of certain capital improvements described in Exhibit A attached hereto (the "2025A Project").

(L) On the date hereof, the Issuer authorized the issuance of not exceeding $65,000,000 aggregate principal amount of its Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B (the "Series 2025B Bonds"), together with other legally available moneys, if any, in order to finance the acquisition and construction of certain capital improvements described in Exhibit A attached hereto (the "2025B Project," and collectively with the 2025A Project, the "2025 Projects").

(M) On the date hereof, the Issuer authorized the issuance of not exceeding $12,500,000 aggregate principal amount of its Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2025C (the "Series 2025C Bonds"), together with other legally available moneys, if any, in order to refinance all or a portion of the Series 2015 Bonds (the "2015 Refunded Bonds").

(N) The Issuer has determined that it is in its best interest to refinance all or a portion of the 2015 Refunded Bonds, inasmuch as such refinancing will achieve debt service savings.

(O) There is hereby authorized the payment and refunding of the 2015 Refunded Bonds in order to achieve debt service savings, all in the manner as provided by this Supplemental Resolution. For the payment and refunding of said 2015 Refunded Bonds, the Issuer shall, as provided herein, deposit part of the proceeds derived from the sale of its Series 2025C Bonds, together with other legally available moneys of the Issuer, if any, in an escrow deposit trust fund (the "Escrow Fund"), which moneys, other than a cash deposit, shall be invested in U.S. Treasury obligations, the principal and interest on which, together with any cash deposit, shall be sufficient to pay the 2015 Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the Escrow Deposit Agreement, dated as of the date of delivery of the Series 2025C

Bonds (the "Escrow Deposit Agreement"), between the Issuer and The Bank of New York Mellon Trust Company, N.A. Subsequent to the defeasance of the 2015 Refunded Bonds, the 2015 Refunded Bonds shall no longer be payable from or be secured by any portion of the Pledged Funds.

(P) The Issuer deems it to be in its best interest to issue its Series 2025A Bonds in the aggregate principal amount of not exceeding $350,000,000 for the principal purposes of financing the acquisition and construction of the 2025A Project, funding capitalized interest and paying the costs of issuance associated with the Series 2025A Bonds. The Issuer deems it to be in its best interest to issue its Series 2025B Bonds in the aggregate principal amount of not exceeding $65,000,000 for the principal purposes of financing the acquisition and construction of the 2025B Project, funding capitalized interest and paying the costs of issuance associated with the Series 2025B Bonds. The Issuer deems it to be in the best interest to issue its Series 2025C Bonds in the aggregate principal amount of not exceeding $12,500,000 for the principal purposes of refunding the 2015 Refunded Bonds and paying the costs of issuance associated with the Series 2025C Bonds. The Series 2025A Bonds, the Series 2025B and the Series 2025C Bonds are collectively referred to herein as the "Series 2025 Bonds". The Series 2025 Bonds shall be issued on parity in all respects with the Outstanding Parity Obligations which are not refunded with proceeds of the Series 2025C Bonds.

(Q) Raymond James & Associates, Inc., PNC Capital Markets LLC and RBC Capital Markets LLC (the "Underwriters") have indicated that they are willing to enter into the hereinafter defined Purchase Contract with the Issuer to purchase the Series 2025 Bonds.

(R) All the covenants, pledges and conditions in the Resolution shall be applicable to the Series 2025 Bonds and said Series 2025 Bonds shall be on a parity with and shall rank equally as to lien on and source and security for payment from the Pledged Funds with the Outstanding Parity Obligations which are not refunded with proceeds of the Series 2025 Bonds and any Additional Bonds that subsequently are issued pursuant to the Resolution, and shall constitute "Bonds" within the meaning of the Resolution.

(S) The principal of and interest on the Series 2025 Bonds and all required sinking fund, reserve account and other payments shall be limited obligations of the Issuer, payable from the Pledged Funds to the extent and in the manner provided in the Resolution. The Series 2025 Bonds shall not constitute a general obligation, or a pledge of the faith, credit or taxing power, if any, of the Issuer, any of the Member Governments, the State of Florida, or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. None of the Issuer, the Member Governments, the State of Florida, nor any political subdivision thereof, shall be obligated (1) to exercise its ad valorem taxing power, if any, in any form on any real or personal property of or in the geographic boundaries of the Issuer or otherwise to pay the principal of the Series 2025 Bonds, the

interest thereon, or other costs incidental thereto, or (2) to pay the same from any other funds of the Issuer, except the Pledged Funds to the extent and in the manner provided in the Resolution.

(T) Due to the potential volatility of the market for obligations such as the Series 2025 Bonds and the complexity of the transactions relating to such Series 2025 Bonds, it is in the best interest of the Issuer to sell the Series 2025 Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain a favorable price and interest rate for the Series 2025 Bonds.

(U) Inasmuch as the Issuer desires to sell the Series 2025 Bonds at the most advantageous time and not wait for a scheduled Governing Body meeting, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award and sale of the Series 2025 Bonds to the Executive Director within such parameters.

(V) The Resolution provides for the issuance of the Series 2025 Bonds and that the Series 2025 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as shall be determined by Supplemental Resolution adopted by the Issuer; and it is now appropriate that the Issuer set forth the parameters and mechanism to determine such terms and details.

(W) The Issuer is current in all deposits into the various accounts and subaccounts established by the Resolution and all payments heretofore required to have been deposited or made by the Issuer under the provisions of the Resolution have been made and the Issuer is in compliance with the covenants and agreements of the Resolution.

SECTION 2. DEFINITIONS. When used in this Supplemental Resolution, the terms defined in the Resolution shall have the meanings therein stated, except as such definitions may be hereinafter amended or defined.

SECTION 3. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This Supplemental Resolution is adopted pursuant to the provisions of the Act and the Resolution.

SECTION 4. AUTHORIZATION OF THE FINANCING OF THE 2025A PROJECT AND THE 2025B PROJECT AND THE REFUNDING OF THE 2015 REFUNDED BONDS. The Issuer hereby authorizes the financing of the 2025A Project and the 2025B Project and the refunding of the 2015 Refunded Bonds.

SECTION 5. DESCRIPTION OF THE SERIES 2025 BONDS. The Issuer hereby authorizes the issuance of a Series of Bonds to be known as the "Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series

2025A" and the "Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B" (or such other designation as shall be determined by the Executive Director) for the principal purposes of financing the 2025A Project and the 2025B Project, respectively, funding capitalized interest and paying the costs of issuance associated with the Series 2025A Bonds and Series 2025B Bonds, respectively.

The Issuer hereby also authorizes the issuance of a Series of Bonds to be known as the "Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2025C" (or such other designation as shall be determined by the Executive Director) for the principal purposes of refunding the 2015 Refunded Bonds and paying the costs of issuance associated with the Series 2025C Bonds.

The Series 2025A Bonds shall be dated as of their date of delivery or such other date as the Executive Director may determine, shall be issued in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "RA," shall bear interest from the dated date determined therefor, payable semi-annually (the Interest Dates), commencing on October 1, 2025, or such other date or dates determined by the Executive Director. The principal amount of the Series 2025A Bonds shall be determined by the Executive Director upon advice from the Issuer's Financial Advisor, provided the principal amount of the Series 2025A Bonds does not exceed $350,000,000.

The Series 2025B Bonds shall be dated as of their date of delivery or such other date as the Executive Director may determine, shall be issued in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "RB," shall bear interest from the dated date determined therefor, payable semi-annually (the Interest Dates), commencing on October 1, 2025, or such other date or dates determined by the Executive Director. The principal amount of the Series 2025B Bonds shall be determined by the Executive Director upon advice from the Issuer's Financial Advisor, provided the principal amount of the Series 2025B Bonds does not exceed $65,000,000.

The Series 2025C Bonds shall be dated as of their date of delivery or such other date as the Executive Director may determine, shall be issued in the form of fully registered Bonds in the denomination of $5,000 or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "RC," shall bear interest from the dated date determined therefor, payable semi-annually on October 1 and April 1 of each year (the "Interest Dates"), commencing on October 1, 2025, or such other date or dates determined by the Executive Director. The principal amount of the Series 2025C Bonds shall be determined by the Executive Director upon advice from the Issuer's Financial Advisor, provided the principal amount of the Series 2025C Bonds does not exceed $12,500,000.

Interest on the Series 2025 Bonds shall be payable by check or draft of the Paying Agent made payable and mailed to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Date, or, at the request and expense of such Holder, by bank wire transfer to the account of such Holder. Principal of the Series 2025 Bonds is payable to the Holder upon presentation, when due, at the designated corporate trust office of the Paying Agent. The principal of or Redemption Price, if applicable, and interest on the Series 2025 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest on the Series 2025 Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2025 Bonds shall bear interest at such rates and yields, shall mature on October 1 (or such other date as shall be determined by the Executive Director) of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as determined by the Executive Director, subject to the conditions set forth in Sections 5, 6 and 7 hereof. All of the terms of the Series 2025 Bonds will be included in a bond purchase contract which shall be in substantially the form attached hereto and made a part hereof as Exhibit B (the "Purchase Contract"). The Executive Director is hereby authorized to execute the Purchase Contract in substantially the form attached hereto as Exhibit B with such modifications as he deems appropriate upon satisfaction of the conditions described in Section 6 hereof.

SECTION 6. CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. The Purchase Contract shall not be executed by the Executive Director until such time as all of the following conditions have been satisfied:

(A) Receipt by the Executive Director of a written offer to purchase the Series 2025 Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit B, said offer to provide for or demonstrate, among other things, (i) not exceeding $350,000,000 aggregate principal amount of Series 2025A Bonds, (ii) not exceeding $65,000,000 aggregate principal amount of Series 2025B Bonds, (iii) not exceeding $12,500,000 aggregate principal amount of the Series 2025C Bonds, (iv) an underwriting discount (including any management fee and expenses) not in excess of 0.35% of the par amount of the Series 2025A Bonds, (v) an underwriting discount (including any management fee and expenses) not in excess of 0.35% of the par amount of the Series 2025B Bonds, (vi) an underwriting discount (including management fee and expenses) not in excess of 0.35% of the par amount of the Series 2025C Bonds, (vii) a true interest cost of the Series 2025A Bonds of not more than 6.00%, upon advice of the Issuer's Financial Advisor, (viii) a true interest cost of the Series 2025B Bonds of not more than 5.75%, upon advice of the Issuer's Financial Advisor, (ix) overall net present value savings on the refunding of the 2015 Refunded Bonds, upon advice of the Issuer's Financial Advisor, (x) the maturities of the Series 2025A Bonds, with the final maturity being not

later than October 1, 2060, (xi) the maturities of the Series 2025B Bonds, with the final maturity being not later than October 1, 2055, and (xii) the maturities of the Series 2025C Bonds, with the final maturity being not later than October 1, 2028.

(B) With respect to any redemption terms for the Series 2025A Bonds, the first call date may be no later than October 1, 2035 and no call premium may exceed 0.0% of the par amount of that portion of the Series 2025A Bonds to be redeemed. Term Bonds may be established with such Sinking Fund Installments as the Executive Director deems appropriate, upon advice of the Issuer's Financial Advisor.

(C) With respect to any redemption terms for the Series 2025B Bonds, the first call date may be no later than October 1, 2035 and no call premium may exceed 0.0% of the par amount of that portion of the Series 2025B Bonds to be redeemed. Term Bonds may be established with such Sinking Fund Installments as the Executive Director deems appropriate, upon advice of the Issuer's Financial Advisor.

(D) Receipt by the Executive Director of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(E) A determination by the Executive Director as to which Series 2015 Bonds shall constitute 2015 Refunded Bonds. Such determination shall be based upon advice of the Issuer's Financial Advisor as to what is financially advantageous to the Issuer. The Purchase Contract shall describe which of the Series 2015 Bonds shall be 2015 Refunded Bonds.

Upon satisfaction of all the requirements set forth in this Section 6, the Executive Director is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 6. The Executive Director may rely upon advice of the Issuer's Financial Advisor or Bond Counsel as to satisfaction of the provisions of this Section 6.

SECTION 7. REDEMPTION PROVISIONS FOR SERIES 2025 BONDS. The Series 2025 Bonds may be redeemed prior to their respective maturities from any moneys legally available therefor upon the notice and conditions provided in the Resolution and upon the terms and provisions as determined by the Executive Director subject to the conditions contained herein and as set forth in the Purchase Contract.

Notwithstanding anything in the Resolution to the contrary, in the case of an optional redemption of any Series 2025 Bonds, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Issuer retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such

notice and redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Issuer delivers a written direction to the Registrar directing the Registrar to rescind the redemption notice. The Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Series 2025 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Issuer to make such funds available shall constitute an Event of Default under the Resolution. The Issuer shall give notice to DTC and the affected Bondholders that the redemption did not occur and that the Series 2025 Bonds called for redemption and not so paid remain Outstanding under the Resolution.

SECTION 8. FULL BOOK-ENTRY. Notwithstanding the provisions set forth in Section 2.08 of the Resolution, the Series 2025 Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities of each series of the Series 2025 Bonds. Upon initial issuance, the ownership of such Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2025 Bonds are registered in the name of Cede & Co., the Outstanding Series 2025 Bonds shall be registered in the registration books kept by the Registrar in the name of Cede & Co., all payments of principal on the Series 2025 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Series 2025 Bonds, upon presentation of the Series 2025 Bonds to be paid, to the Paying Agent.

With respect to Series 2025 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any direct or indirect participant in the DTC book-entry program (the "Participants"). Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2025 Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Series 2025 Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of or Redemption Price, if applicable, or interest on the Series 2025 Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2025 Bonds are registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bonds for the purpose of payment of principal or Redemption Price, if applicable, and interest with respect to such Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bonds, for the purpose of registering transfers with respect to

such Bonds, and for all other purposes whatsoever. The Paying Agent shall pay all principal of or Redemption Price, if applicable, and interest on the Series 2025 Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of or Redemption Price, if applicable, and interest on the Series 2025 Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Bond evidencing the obligation of the Issuer to make payments of principal or Redemption Price, if applicable, and interest pursuant to the provisions of the Resolution. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Resolution with respect to transfers during the 15 days next preceding an Interest Date or first mailing of notice of redemption, the words "Cede & Co." in this Supplemental Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the outstanding Series 2025 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2025 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer and compliance with any applicable DTC rules and procedures, the Series 2025 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions of the Resolution. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange the Series 2025 Bonds of like principal amount, Series and maturity, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Issuer Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal of, premium, if any, and interest on the Series 2025 Bonds.

SECTION 9. APPLICATION OF SERIES 2025 BONDS PROCEEDS. (A) The proceeds derived from the sale of the Series 2025A Bonds shall, simultaneously with the delivery of the Series 2025A Bonds to the Underwriters, be applied by the Issuer as follows:

(1) To the extent required by Section 16 hereof, an amount of proceeds of the Series 2025A Bonds shall be deposited into the Reserve Account (or applicable subaccount therein) such that the moneys therein shall equal the Reserve Account Requirement for such Account or subaccount.

(2) To the extent determined by the Executive Director, upon advice of the Financial Advisor, an amount of proceeds of the Series 2025A Bonds shall be deposited in the Interest Account as capitalized interest.

(3) A sufficient amount of the Series 2025A Bond proceeds shall be applied to the payment of the costs and expenses relating to the issuance of the Series 2025A Bonds.

(4) The balance of the Series 2025A Bond proceeds shall be deposited to the "Series 2025A Account" of the Construction Fund which is hereby created and shall be used to pay a portion of the Costs of the 2025A Project.

(B) The proceeds derived from the sale of the Series 2025B Bonds shall, simultaneously with the delivery of the Series 2025B Bonds to the Underwriters, be applied by the Issuer as follows:

(1) To the extent required by Section 16 hereof, an amount of proceeds of the Series 2025B Bonds shall be deposited into the Reserve Account (or applicable subaccount therein) such that the moneys therein shall equal the Reserve Account Requirement for such Account or subaccount.

(2) To the extent determined by the Executive Director, upon advice of the Financial Advisor, an amount of proceeds of the Series 2025B Bonds shall be deposited in the Interest Account as capitalized interest.

(3) A sufficient amount of the Series 2025B Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2025B Bonds.

(4) The balance of the Series 2025B Bond proceeds shall be deposited to the "Series 2025B Account" of the Construction Fund which is hereby created and shall be used to pay a portion of the Costs of the 2025B Project.

(C) The proceeds derived from the sale of the Series 2025C Bonds shall, simultaneously with the delivery of the Series 2025C Bonds to the Underwriters, be applied by the Issuer as follows:

(1) A sufficient amount of Series 2025C Bond proceeds, together with other legally available moneys of the Issuer, if any, shall be (1) paid to the paying

agent or Holders of the 2015 Refunded Bonds in the amount sufficient to pay the principal of and interest on such 2015 Refunded Bonds to the date of maturity or redemption thereof, or (2) deposited irrevocably in trust in an Escrow Fund established under the terms and provisions of the Escrow Deposit Agreement, which moneys shall be held, other than a cash deposit, and invested in U.S. Treasury obligations the principal of and interest on which, together with any cash deposit, shall be sufficient to pay the principal of and interest on the 2015 Refunded Bonds as the same mature and become due and payable or are redeemed prior to maturity in accordance with the terms of the Escrow Deposit Agreement.

(2) A sufficient amount of the Series 2025C Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Series 2025C Bonds.

SECTION 10. TRANSFER OF CERTAIN MONEYS. The 2015 Refunded Bonds will be refunded from proceeds of the Series 2025C Bonds and from other legally available funds of the Issuer, if any. Any excess moneys on deposit in the Sinking Fund established for the benefit of the 2015 Refunded Bonds pursuant to the Resolution and not required to remain on deposit therein may be transferred to an Escrow Fund or to the paying agent or Holders of the 2015 Refunded Bonds.

SECTION 11. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the distribution and use of the Preliminary Official Statement in substantially the form attached hereto as Exhibit C in connection with the offering of the Series 2025 Bonds for sale. If between the date hereof and the mailing of the Preliminary Official Statement, it is necessary to make insertions, modifications or changes in the Preliminary Official Statement, the Executive Director is hereby authorized to approve such insertions, changes and modifications. The Executive Director is hereby authorized to deem the Preliminary Official Statement "final" within the meaning of Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 in the form as mailed. Execution of a certificate by the Executive Director deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes or modifications.

SECTION 12. OFFICIAL STATEMENT. The form, terms and provisions of the Official Statement relating to the Series 2025 Bonds shall be substantially as set forth in the Preliminary Official Statement. The Chairman and the Executive Director are hereby authorized and directed to execute and deliver said Official Statement in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with such changes, amendments, modifications, omissions and additions as may be approved by the Chairman and the Executive Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Chairman and the Executive Director and the information contained

therein are hereby authorized to be used in connection with the sale of the Series 2025 Bonds to the public. Execution by the Chairman and the Executive Director of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 13. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects to the satisfaction of the conditions set forth in Section 6 hereof, The Bank of New York Mellon Trust Company, N.A., is hereby designated the Registrar and Paying Agent for the Series 2025 Bonds. The Chairman may select a different banking institution to perform the duties of the Registrar and Paying Agent if the Chairman deems it beneficial to the Issuer. The Chairman and the Executive Director are hereby authorized to enter into any agreement which may be necessary to effect the transactions contemplated by this Section 13 and by the Resolution.

SECTION 14. AUTHORIZATION TO EXECUTE ESCROW DEPOSIT AGREEMENT. Subject in all respects to the satisfaction of the conditions set forth in Section 6 hereof, the Issuer hereby authorizes and directs the Chairman and the Executive Director to execute the Escrow Deposit Agreement and to deliver the Escrow Deposit Agreement to The Bank of New York Mellon Trust Company, N.A., which is hereby appointed as Escrow Agent. The Chairman may select a different banking or trustee institution to perform the duties of the Escrow Agent if the Chairman deems it beneficial to the Issuer. The Escrow Deposit Agreement shall be in substantially the form of the Escrow Deposit Agreement attached hereto as Exhibit D with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by said Chairman and Executive Director. Execution by the Chairman and the Executive Director of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 15. SECONDARY MARKET DISCLOSURE. Subject in all respects to the satisfaction of the conditions set forth in Section 6 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the Issuer and dated the date of delivery of the Series 2025 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Chairman is hereby authorized to execute the Continuing Disclosure Certificate. The Continuing Disclosure Certificate shall be substantially in the form attached hereto as Exhibit E with such changes, amendments, modifications, omissions and additions as shall be approved by the Chairman. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Continuing Disclosure Certificate shall not be considered an Event of Default under the Resolution; provided, however, to the extent permitted by law, the sole and exclusive remedy of any Series 2025 Bondholder for the enforcement of the provisions of the Continuing Disclosure Certificate shall be an action for mandamus or specific performance, as applicable, by court

order, to cause the Issuer to comply with its obligations under this Section 15 and the Continuing Disclosure Certificate. For purposes of this Section 15, "Series 2025 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2025 Bonds (including persons holding Series 2025 Bonds through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Series 2025 Bonds for federal income tax purposes.

SECTION 16. RESERVE ACCOUNT. Pursuant to Section 4.05(B)(4) of the Resolution, the Issuer may establish the "Series 2025 Subaccount" of the Reserve Account. Such Series 2025 Subaccount shall secure solely the Series 2025 Bonds. The Issuer hereby pledges moneys in such Series 2025 Subaccount solely to the payment of the Series 2025 Bonds. The Reserve Account Requirement applicable to the Series 2025 Bonds (the "2025 Reserve Account Requirement") shall mean, as of any date of calculation for such Subaccount, an amount equal to $0.00. In the event the Executive Director, upon advice of the Financial Advisor, determines in writing that $0.00 on deposit in such Series 2025 Subaccount shall be insufficient to successfully market the Series 2025 Bonds, the 2025 Reserve Account Requirement shall equal such amount as shall be determined by the Executive Director upon advice of the Financial Advisor. The Executive Director may establish separate subaccounts in the Reserve Account for each Series of the Series 2025 Bonds with separate Reserve Account Requirements for each Series as it may determine appropriate upon advice of the Issuer's Financial Advisor.

SECTION 17. GENERAL AUTHORITY. The members of the Governing Body, the Executive Director and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this Supplemental Resolution, the Resolution, the Official Statement, the Escrow Deposit Agreement, the Continuing Disclosure Certificate or the Purchase Contract or desirable or consistent with the requirements hereof or the Resolution, the Official Statement, the Escrow Deposit Agreement, the Continuing Disclosure Certificate or the Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2025 Bonds, the Resolution, the Official Statement, the Escrow Deposit Agreement, the Continuing Disclosure Certificate and the Purchase Contract and each member, employee, attorney and officer of the Issuer or the Governing Body and the Executive Director is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. In relation to investing proceeds of the Series 2025 Bonds, the Executive Director is authorized to enter into such agreements which are recommended by the Issuer's Financial Advisor. If the Executive Director is unavailable or unable at any time to perform any duties or functions hereunder, including, but not limited to, those described in Section 6 hereof, the Chairman is hereby authorized to act on his behalf. If the Chairman is unavailable or unable at any time to perform any duties or functions hereunder, the Vice-

Chairman is hereby authorized to act on her behalf. If the Chairman and Vice-Chairman are unavailable or unable at any time to perform any duties or functions hereunder, the Executive Director is hereby authorized to act on their behalf.

SECTION 18. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2025 Bonds.

SECTION 19. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 20. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

ADOPTED at a meeting of the Board of Directors on the 4th of June, 2025.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

(SEAL)

By: _____
Joseph Tiseo, Chairman
Authority Board of Directors

ATTEST:

_____
Richard Anderson, Executive Director

APPROVED AS TO FORM: Date: _____

_____
Doug Manson, Authority Counsel

EXHIBIT A

DESCRIPTION OF THE 2025 PROJECTS

The 2025A Project

The 2025A Project consists of the acquisition and construction of a portion of the Surface Water System Expansion Project (SWSEP). This project consists of a facility expansion that will add 24 Million Gallons per Day (MGD) of treatment capacity, an additional 9.3 billion gallon reservoir, river intake structure, and associated pumping upgrades, conveyance piping , chemical storage, blending tanks, yard piping, electrical improvements, and mitigation. The SWSEP will provide an additional 18 MGD of allocable capacity and ensures the Authority continues to meet regional demands.

The 2025B Project

The 2025B Project is comprised of 13 miles of 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward, crossing the Myakka River and terminating at the Charlotte County Gulf Cove Water Booster Pump Station. This segment of the regional integrated loop system will boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects.

EXHIBIT B

FORM OF PURCHASE CONTRACT

PURCHASE CONTRACT

July [22], 2025

Peace River/Manasota Regional Water Supply Authority
Board of Directors
c/o Richard Anderson
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Re: $[Principal-A] Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

$[Principal-B] Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

$[Principal-C] Peace River/Manasota Regional Water Supply Authority
Utility System Refunding Revenue Bonds, Series 2025C

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the "Representative"), acting on behalf of itself and PNC Capital Markets LLC and RBC Capital Markets, LLC (collectively, the "Underwriters") offer to enter into this Purchase Contract (the "Purchase Contract") with the Peace River/Manasota Regional Water Supply Authority, doing business as the Peace River/Manasota Regional Water Supply Authority (the "Authority"), which, upon the Authority's acceptance hereof, will be binding upon the Authority and upon the Underwriters. This offer is made subject to the Authority's acceptance by execution of this Purchase Contract and its delivery to the Underwriters on or before 5:00 P.M., New York, New York time, on the date first written above, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Upon acceptance hereof, evidenced by the signature of a duly authorized officer of the Authority in the space provided below, this Purchase Contract shall be in full force and effect in accordance with its terms and shall be binding upon the Authority and the Underwriters.

Any authority, discretion or other power conferred upon the Underwriters by this Purchase Contract may be exercised by the Representative alone.

Capitalized terms used in this Purchase Contract and not otherwise defined herein shall have the meanings given to such terms in the Bond Resolution (defined below).

1. Upon, and subject to, the terms and conditions and upon the basis of the representations, warranties and agreements herein, the Underwriters hereby agree to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the aggregate principal amount of its $[Principal-A] Utility System Revenue Bonds, Series 2025A (the "Series 2025A Bonds"), its $[Principal-B] Utility System Revenue Bonds, Series 2025B (the "Series 2025B Bonds"), and its $[Principal-C] Utility System Refunding Revenue Bonds, Series 2025C (the "Series 2025C Bonds," and together with the Series 2025A Bonds and the Series 2025B Bonds, the "Series 2025 Bonds"). If any of the Series 2025 Bonds are purchased pursuant to this Purchase Contract, the Underwriters are obligated to purchase all of the Series 2025 Bonds. The aggregate purchase price of the

Series 2025A Bonds shall be $_____ (representing the principal amount of the Series 2025A Bonds, less Underwriters' discount of $_____, [plus] a [net] original issue [premium] of $_____), the aggregate purchase price of the Series 2025B Bonds shall be $_____ (representing the principal amount of the Series 2025B Bonds, less Underwriters' discount of $_____, [plus] a [net] original issue [premium] of $_____), and the aggregate purchase price of the Series 2025C Bonds shall be $_____ (representing the principal amount of the Series 2025C Bonds, less Underwriters' discount of $_____, [plus] a [net] original issue [premium] of $_____) (collectively, the "Purchase Price"). The Purchase Price shall be payable to the Authority on the Closing Date (as such term is hereinafter defined), by wire transfer of federal funds as provided in Paragraph 10 below.

It shall be a condition to the Authority's obligation to sell and deliver the Series 2025 Bonds to the Underwriters that the entire principal amount of the Series 2025 Bonds shall be purchased, accepted and paid for by the Underwriters on the Closing Date. It shall be a condition to the Underwriters' obligation to purchase, to accept delivery of and to pay for the Series 2025 Bonds that the entire principal amount of the Series 2025 Bonds shall be issued, sold and delivered by the Authority on the Closing Date. The amount of the Purchase Price wired to the Authority by the Underwriters shall be net of the amount of the Good Faith Deposit referenced in Section 5 hereof.

The Series 2025 Bonds will be issued pursuant to the authority of and in full compliance with Chapter 373, Florida Statutes, Section 163.01, Florida Statutes, a [Second Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated October 5, 2005 (the "Interlocal Agreement") among Charlotte County, Florida ("Charlotte County"), Sarasota County, Florida ("Sarasota County"), DeSoto County, Florida ("DeSoto County") and Manatee County, Florida] and other applicable provisions of law (collectively, the "Act'), and an Amended and Restated Utility System Revenue Bond Resolution adopted by the Board of Directors of the Authority (the "Board") on [June 4, 2025], as amended and supplemented from time to time, and as particularly supplemented by a resolution adopted by the Board on [June 4, 2025] (collectively, the "Bond Resolution"). The Series 2025A Bonds are being issued to provide funds, together with other legally available funds of the Authority, for the principal purposes of financing the 2025A Project and paying the costs of issuance associated with the Series 2025A Bonds. The Series 2025B Bonds are being issued to provide funds, together with other legally available funds of the Authority, for the principal purposes of financing the 2025B Project and paying the costs of issuance associated with the Series 2025B Bonds. The Series 2025C Bonds are being issued to provide funds for the principal purposes of refunding [all] of the Authority's outstanding Utility System Revenue Bonds, Series 2015 Bonds (the "Refunded Bonds") and paying the costs of issuance associated with the Series 2025C Bonds.

The Series 2025 Bonds will be payable solely from and secured by a lien upon and a pledge of (i) the Net Revenues and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established under the Bond Resolution, except (A) as for the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay Operating and Maintenance Costs of the System in accordance with the terms of the Bond Resolution, and (C) moneys on deposit in a subaccount of the Reserve Account established by the Bond Resolution to the extent such moneys shall be pledged solely for the payment of a Series of Bonds for which it is established in accordance with the provisions of the Bond Resolution (collectively, the "Pledged Funds"), on a parity with [the Authority's Utility System Refunding Revenue Bonds, Series 2015 not constituting Refunded Bonds,] the Authority's Utility System Refunding Revenue Bonds, Series 2020, the Authority's 2022 Revolving Credit Bond, the Authority's Utility System Refunding Revenue Bonds, Series

2024A, the Authority's Utility System Revenue Bonds, Series 2024B, and any Additional Bonds issued under the Bond Resolution.

2. The Series 2025 Bonds shall be more fully described in the Preliminary Official Statement, dated July [11], 2025, relating to the Series 2025 Bonds (the "Preliminary Official Statement"). Such Preliminary Official Statement, as amended to delete preliminary language and reflect the final terms of the Series 2025 Bonds, and with only such changes as shall be approved by the Authority and the Representative, is herein referred to as the "Official Statement." The Series 2025 Bonds shall mature, bear interest and be subject to redemption as set forth in Exhibit A attached hereto, and have all such other terms and provisions, as set forth in the Bond Resolution and as described in the Official Statement. If the Authority makes any such changes to the Official Statement that are not also approved by the Representative, and if such changes result in the Official Statement omitting material information or containing information that is materially misleading, then the Representative may, in its discretion, terminate this Purchase Contract.

3. The Representative has delivered herewith to the Authority in an amount equal to $_____ as a good faith deposit by wire transfer (the "Good Faith Deposit"), calculated as one percent (1%) of the estimated principal amount of the Series 2025 Bonds listed on the cover page of the Preliminary Official Statement, as security for the performance by the Underwriters of their obligation to accept and pay for the Series 2025 Bonds on the Closing Date in accordance with the provisions of this Purchase Contract. The Authority shall hold the Good Faith Deposit, except under the circumstances hereinafter set forth. Upon Closing (as such term is hereinafter defined), or in the event the Authority fails to deliver the Series 2025 Bonds at the Closing thereof, or if the Authority shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, or if such obligations shall be terminated for any reason permitted by this Purchase Contract, the Authority shall be obligated to immediately return the Good Faith Deposit to the Representative. In the event the Underwriters fail (other than for a reason permitted under this Purchase Contract) to accept and pay for the Series 2025 Bonds on the Closing Date, such Good Faith Deposit shall be retained by the Authority as and for full liquidated damages for such failure, and not as a penalty, and for any and all defaults hereunder on the part of the Underwriters, and thereupon, all claims and rights hereunder against the Underwriters shall be fully released and discharged, it being understood by the Authority and the Underwriters that actual damages in such circumstances may be difficult or impossible to compute.

4. Establishment of Issue Price. [insert “hold-the-offering-price rule” provisions to be provided by Bond Counsel]

(a) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2025 Bonds and shall execute and deliver to the Authority at Closing an "issue price" or similar certificate, together with reasonable supporting documentation for such certification, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel, to accurately reflect, as applicable, the initial offering price or prices to the public and the actual sales price or prices of the Series 2025 Bonds.

(b) The underwriters acknowledge that sales of any Series 2025 Bonds to any person that is a related party to the underwriters shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party;

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2025 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2025 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2025 Bonds to the public);

(3) a purchaser of any of the Series 2025 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) "sale date" means the date of execution of this Purchase Contract by all parties.

5. (a) Prior to the date hereof, the Authority has provided to the Underwriters for their review the Preliminary Official Statement that the Authority "deemed final" as contemplated in Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") as of its date. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract. The Authority hereby confirms that the Preliminary Official Statement was "final" (as defined in the Rule) as of its date.

(b) The Authority shall deliver, or cause to be delivered, at its expense, to the Underwriters, within seven (7) business days after the date hereof or within such shorter period as may be requested by the Underwriters, and in no event later than required to enable the Underwriters to comply with their responsibilities under applicable rules of the Municipal Securities Rulemaking Board ("MSRB"): (i) sufficient copies of the Official Statement to enable the Underwriters to fulfill their obligations pursuant to the securities laws of the State of Florida (the "State") and the United States, in form and substance satisfactory to the Underwriters, and (ii) an executed original counterpart or certified copy of the Official Statement and the Bond Resolution. In determining whether the number of copies to be delivered by the Authority are reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriters to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill its duties and responsibilities under State and federal securities laws generally.

The Representative agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G-32) by the date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

The Authority authorizes, or ratifies as the case may be, the use and distribution of the Official Statement in connection with the public offering and sale of the Series 2025 Bonds. The Representative agrees that it will not confirm the sale of any Series 2025 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement.

(c) From the date hereof until the earlier of (i) ninety (90) days from the "end of the underwriting period," or (ii) the time when the Official Statement is available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the Authority or the reasonable opinion of the Representative, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Authority, at its expense, promptly will prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Representative (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of the Series 2025 Bonds) so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. Notwithstanding the foregoing, if prior to the Closing either the Authority or the Representative hereto does not in good faith approve the form and manner of such supplement or amendment, the other may terminate this Purchase Contract. If subsequent to Closing the Authority determines that any event, condition or circumstance requires the publication of a supplement or amendment to the Official Statement, then the approval of the Representative shall not be required, although the Authority agrees to seek the approval of the Representative to such supplement or amendment, and the Representative shall use its reasonable best efforts to distribute the supplement or amendment with the Official Statement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement.

For purposes of this Purchase Contract, the "end of the underwriting period" shall mean the Closing Date, or, if the Authority has been notified in writing by the Representative, on or prior to the Closing Date, that the "end of the underwriting period" within the meaning of the Rule will not occur on the Closing Date, such later date on which the "end of the underwriting period" within such meaning has in fact occurred. In the event that the Authority has been given notice pursuant to the preceding sentence that the "end of the underwriting period" will not occur on the Closing Date, the Representative agrees to notify the Authority in writing of the date it does occur as soon as practicable following the "end of the underwriting period" for all purposes of the Rule; provided, however, that if the Representative has not otherwise so notified the Authority of the "end of the underwriting period" by the 30th day after the Closing Date, then the "end of the underwriting period" shall be deemed to occur on such 30th day unless otherwise agreed to by the Authority

(d) The Underwriters agree to make a bona fide public offering of substantially all of the Series 2025 Bonds to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth in the Official Statement; provided, however, that the Underwriters reserve the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters shall deem necessary in connection with the marketing of the Series 2025 Bonds.

The Authority hereby authorizes the Underwriters to use the forms or copies of the Bond Resolution and the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2025 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Official Statement in connection with such public offering and sale.

6. Delivered to the Authority herewith by the Underwriters is a disclosure statement of the Underwriters pursuant to Section 218.385, Florida Statutes, attached hereto as Exhibit B. The Authority, by its acceptance hereof, accepts such disclosure.

The Representative agrees to provide the Authority with an affidavit on the date hereof in the form attached hereto as Exhibit D signed by an officer or a representative of the Representative. Further, the Representative agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

7. The Authority represents and warrants to the Underwriters that:

(a) The Authority is an independent special district and a regional water supply authority duly organized and validly existing pursuant to the Constitution and laws of the State and is authorized and empowered by law to issue, sell and deliver the Series 2025 Bonds to the Underwriters as described herein; to use the moneys derived from the sale thereof as contemplated in the Preliminary Official Statement and the Official Statement; to adopt the Bond Resolution; to accept this Purchase Contract; to pledge the Pledged Funds in the manner and to the extent provided in the Bond Resolution; to execute the Continuing Disclosure Certificate dated the date of issuance of the Series 2025 Bonds (or such other date as determined by the Authority) (the "Authority Continuing Disclosure Certificate"), the Interlocal Agreement, the Master Water Supply contract dated October 5, 2005, as amended (the "Water Supply Contract") the [Interlocal Agreement dated April 6, 2022, as amended by the First Amendment on August 3, 2022, and as amended by the Second Amendment on June 5, 2024] (the "Pipeline Agreement"), the Escrow Deposit Agreement dated the date of issuance of the Series 2025 Bonds (or such other date as determined by the Authority, the "Escrow Deposit Agreement") between the Authority and The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida (the "Escrow Agent"), the Official Statement; and to carry out and consummate all other transactions contemplated by the Official Statement and by each of the aforesaid documents, agreements and resolutions, including the refunding of the Refunded Bonds.

(b) By official action of the Authority taken prior to or concurrently with the acceptance hereof, the Authority has duly adopted the Bond Resolution and the Bond Resolution is in full force and effect, and has not been amended, modified or rescinded; the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of its obligations contained in the Series 2025 Bonds, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement and this Purchase Contract; and the Authority has duly authorized and approved the performance by the Authority of its obligations contained in the Bond Resolution, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement and the consummation by it of all other transactions contemplated by the Bond Resolution, the Official Statement, the Authority Continuing Disclosure Certificate, the Escrow Deposit Agreement and this Purchase Contract to have been performed or consummated at or prior to the date of Closing, and the Authority is in compliance with the provisions of the Bond Resolution.

(c) When delivered to and paid by the Underwriters in accordance with the terms of this Purchase Contract, the Authority Continuing Disclosure Certificate, the Escrow Deposit Agreement, the Official Statement, and all other instruments contemplated by the issuance of the Series 2025 Bonds and the Series 2025 Bonds will have been duly and validly authorized, executed, issued and delivered and will constitute legal, valid and binding limited obligations of the Authority enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency or other laws affecting creditors' rights and remedies and to general principles of equity that lie in the discretion of the court, and the Underwriters will be entitled to the benefits of the Bond Resolution.

(d) The Authority is not, and as of the date of Closing will not be, in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States, or any agency or department of either, or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its properties or other assets is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, in any such case to the extent that the same would have a material and adverse effect upon the business or properties or financial condition of the Authority; and the execution and delivery of the Series 2025 Bonds, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement and this Purchase Contract and the adoption of the Bond Resolution, and compliance with the provisions on the Authority's part contained in each, will not conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its properties or other assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or the assets of the Authority under the terms of any such law, regulation or instrument, except as provided or permitted by the Series 2025 Bonds and the Bond Resolution.

(e) The Authority neither is nor has been in default any time after December 31, 1975, as to principal or interest with respect to an obligation issued by the Authority, except for certain industrial development bonds, the disclosure of which the Authority believes in good faith would not be material to a reasonable investor in connection with the Series 2025 Bonds, as provided in Section 517.051, Florida Statutes.

(f) All approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction which would constitute a condition precedent to the due performance by the Authority of its obligations under this Purchase Contract, the Bond Resolution, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement, the Series 2025 Bonds and all other instruments contemplated by the issuance of the Series 2025 Bonds or the absence of which would materially adversely affect the financial condition of the Authority have been, or prior to the Closing will have been, duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2025 Bonds.

(g) The Series 2025 Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriters as provided herein and in accordance with the

provisions of the Bond Resolution, will be legal, valid and binding obligations of the Authority, enforceable in accordance with their terms and the terms of the Bond Resolution, and the Bond Resolution will provide, for the benefit of the holders from time to time of the Series 2025 Bonds, a legally valid and binding security interest in and to the Pledged Funds to the extent set forth in the Bond Resolution.

(h) The Authority has reviewed the information in the Preliminary Official Statement. Except for the information provided by the Underwriters, as to which no view is expressed by the Authority, the Preliminary Official Statement was, as of the date thereof, and the Official Statement, is and at all times subsequent hereto up to and including the date of the Closing will be, true and correct in all material respects and does not and will not contain any untrue statement of a material fact or omit to state a material fact which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (excluding therefrom (i) information contained in [Appendices E, F, G and H thereto, (ii) information contained under "PENSION PLAN – Florida Retirement System"][to be updated for 2025 OS] and (iii) information relating to The Depository Trust Company ("DTC") and the book-entry system, as to which no representation is made). In addition, any amendments or supplements to the Official Statement prepared and furnished by the Authority pursuant hereto will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) The Series 2025 Bonds, the Bond Resolution, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Pipeline Agreement, the Escrow Deposit Agreement and the Water Supply Contract, conform in all material respects to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement.

(j) Except as contemplated by the Preliminary Official Statement and the Official Statement, since September 30, 2024, the Authority will not have incurred any material liabilities, direct or contingent, or entered into any transaction which is material to the potential holders of the Series 2025 Bonds, in each case other than in the ordinary course of its business, and there shall not have been any material adverse change in the condition, financial or otherwise, of the Authority or its properties or other assets.

(k) Except as disclosed in the Preliminary Official Statement and the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity before or by any court, government agency or public board or body, pending or, to the best knowledge of the Authority, threatened, against or affecting the Authority or the titles of its officers to their respective offices, or which may affect or which seeks to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2025 Bonds or the use of the proceeds of the Series 2025 Bonds in the manner contemplated in the Preliminary Official Statement, as of the date thereof, and Official Statement, or the collection or disbursement of the Pledged Funds to pay the principal of and interest on the Series 2025 Bonds, or which in any way contests or affects the validity or enforceability of the Series 2025 Bonds, the Bond Resolution, this Purchase Contract, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Pipeline Agreement, the Escrow Deposit Agreement and the Water Supply Contract, or any of them, or which may result in any material adverse change in the business, properties, other assets or financial condition of the Authority or contests the tax-exempt status of the interest on the Series 2025 Bonds, as described in the Preliminary Official Statement and the Official Statement, or which contests in any way the completeness or accuracy of the Preliminary Official Statement, as of the date thereof, or the Official Statement or which contests the power of the Authority or any authority or proceedings for the issuance, sale or delivery of the Series 2025 Bonds or this Purchase Contract, nor, to the best knowledge of the Authority, is there any basis

therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2025 Bonds, the Bond Resolution, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Pipeline Agreement, the Escrow Deposit Agreement the Water Supply Contract or this Purchase Contract.

(l) The Authority will furnish such information, execute such instruments and take such other action not inconsistent with law in cooperation with the Underwriters as the Representative may reasonably request in order (i) to qualify the Series 2025 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, and/or (ii) to determine the eligibility of the Series 2025 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2025 Bonds; provided that the Authority shall not be obligated to take any action that would subject it to the general service of process in any state where it is not now so subject and any expense related to the foregoing shall be borne by the Underwriters.

(m) The Authority will advise the Representative promptly of any proposal to amend or supplement the Official Statement and will not affect any such amendment or supplement without the consent of the Representative which consent shall not be unreasonably withheld. The Authority will advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Series 2025 Bonds.

(n) The Authority has never been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(o) Other than as disclosed in the Official Statement and the Preliminary Official Statement, as of the date thereof, the Authority has not, in the past five (5) years, failed to comply in all material respects with any agreement to provide continuing disclosure information pursuant to the Rule.

(p) Relating to outstanding debt of the Authority, there is not an unfunded materially significant arbitrage rebate liability of the Authority owing the Internal Revenue Service.

(q) The Authority has duly and properly performed all requirements under the Act or other provisions of State law that are necessary for the Authority to receive the Net Revenues for the current fiscal year and, to the extent currently necessary, for all fiscal years during the term of the Series 2025 Bonds.

(r) The Authority has never failed to take all action, including the filing of reports, required to be taken by it pursuant to the Act or other provisions of State law in order to remain eligible to receive the Net Revenues.

8. At or before 1:00 p.m., New York City time, on August [5], 2025, or at such other time or on such earlier or later business day as shall have been agreed upon by the Authority and the Underwriters (the "Closing" or the "Closing Date"), the Authority shall deliver, or cause to be delivered, subject to the terms and conditions hereof: (i) the Series 2025 Bonds, bearing proper CUSIP numbers, to the Underwriters, in definitive form, duly executed and authenticated by the Trustee, via the FAST system as described

below, and (ii) the closing documents hereinafter mentioned. The Underwriters will accept such delivery and pay the Purchase Price as set forth in Paragraph 1 hereof by wire transfer of federal funds to the order of the Authority. The Series 2025 Bonds shall bear proper CUSIP numbers and shall be in typewritten form, with a single bond for each maturity and interest rate of the Series 2025 Bonds, each such bond to be in a principal amount equal to the principal amount thereof maturing on each such date. The Series 2025 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, will be made available for inspection and checking by the Underwriters not later than 3:00 P.M., New York City time, on the business day prior to the Closing Date and will be delivered through the DTC FAST system.

The Underwriters' obligations hereunder to purchase and pay for the Series 2025 Bonds shall be subject to the performance by the Authority of its obligations to be performed hereunder at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Authority contained herein shall be true, complete and correct in all material respects as of the date hereof and at the time of the Closing, as if made at the time of the Closing, the statements made in all certificates and other documents delivered to the Underwriters at the Closing shall be true, complete and correct as of the date of Closing and the Authority shall be in compliance with each of the agreements made by it in this Purchase Contract as of the date of Closing.

(b) At the time of the Closing (i) the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented after the date of this Purchase Contract except with the prior approval of the Representative; (ii) the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Pipeline Agreement, the Escrow Deposit Agreement and the Water Supply Contract shall have been duly executed and delivered by the Authority and the other parties thereto and shall not have been amended, modified or supplemented after the date of this Purchase Contract (other than to conform to the description contained in the Official Statement) except with the prior approval of the Representative; and (iii) the Authority shall perform or have performed all of its obligations required under or specified in this Purchase Contract, the Authority Continuing Disclosure Certificate, the Pipeline Agreement, the Escrow Deposit Agreement, the Interlocal Agreement and the Water Supply Contract to be performed at or before the Closing.

(c) The Authority shall not be in default in the payment of principal or interest on any of its bonds, notes, or other debt obligations or otherwise be in default under the Bond Resolution.

(d) The Representative, on behalf of the Underwriters, may terminate this Purchase Contract, without liability therefor, by notification to the Authority if at any time on or after the acceptance by the Authority of this Purchase Contract and on or prior to the Closing Date: (1) legislation (including any amendments thereto), resolution, rule or regulation (including any amendments thereto) shall be introduced in, considered by or be enacted by any governmental body, department or political subdivision of the State, or a decision by any court of competent jurisdiction within the State shall be rendered (i) which affects the validity of the Series 2025 Bonds or the tax-exemption of the Series 2025 Bonds and (ii) which, in the opinion of the Representative, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Series 2025 Bonds on the terms and in the manner contemplated in the Official Statement; (2) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the judgment of the Representative, impractical or inadvisable to proceed with the offering or delivery of the Series 2025 Bonds as contemplated by the Official Statement (exclusive of any

amendment or supplement thereto); (3) the declaration of a banking moratorium by federal, New York or California authorities or trading in securities generally on the New York Stock Exchange or the NASDAQ National Market shall have been suspended or limited or minimum prices shall have been established on either of the New York Stock Exchange or the NASDAQ National Market; (4) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Series 2025 Bonds or obligations of the general character of the Series 2025 Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriters which, in the opinion of the Representative would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Series 2025 Bonds on the terms and in the manner contemplated in the Official Statement; (5) legislation enacted (or resolution passed) by or introduced or pending legislation amended in the Congress or recommended for passage by the President of the United States, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed) issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that securities of the general character of the Series 2025 Bonds, including any or all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as the same shall from time to time be supplemented or amended (the "33 Act"), or that the Bond Resolution is not exempt from qualification under the federal Trust Indenture Act of 1939, as the same shall from time to time be supplemented or amended (the "39 Act"), or that the execution, offering or sale of obligations of the general character of the Series 2025 Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement, otherwise is or would be in violation of the federal securities laws as amended and then in effect; (6) (i) legislation (including any amendment thereto) shall have been introduced in or adopted by either House of the Congress of the United States or recommended to the Congress or otherwise endorsed for passage by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff of such committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Internal Revenue Code shall be filed in either house, or (ii) a decision shall have been rendered by any federal or state court, or (iii) an order, filing, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii), (iii), or (iv), would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Series 2025 Bonds or upon income of the general character to be received by the Authority, other than as imposed on the Series 2025 Bonds and income therefrom under the federal tax laws in effect on the date hereof, in such a manner as in the judgment of the Representative would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Series 2025 Bonds on the terms and in the manner contemplated in the Official Statement; (7) the withdrawal or downgrading or any notice of an intended or potential downgrading of any rating of the obligations of the Authority (including the rating to be issued with respect to the Series 2025 Bonds) by a "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the 33 Act which, in the opinion of the Representative would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Series 2025 Bonds on the terms and in the manner contemplated in the Official Statement; (8) any event occurring, or information becoming known which, in the judgment of the Representative, has the effect that the Official Statement contains any untrue

statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Authority refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to make it, in the judgment of the Representative, impracticable or inadvisable to offer, sell or deliver the Series 2025 Bonds on the terms and in the manner contemplated by the Official Statement; (9) any material change in the condition of the Authority, financial or otherwise, or in the operations of the Authority from those set forth in the Official Statement that makes it, in the judgment of the Representative, impracticable or inadvisable to offer, sell or deliver the Series 2025 Bonds on the terms and in the manner contemplated by the Official Statement; (10) a material disruption in securities settlement, payment or clearance services in the United States shall have occurred and be continuing that makes it, in the judgment of the Representative, impracticable or inadvisable to offer, sell or deliver the Series 2025 Bonds on the terms and in the manner contemplated by the Official Statement; (11) the purchase of and payment for the Series 2025 Bonds by the Underwriters, or the resale of the Series 2025 Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission that makes it, in the judgment of the Representative, impracticable or inadvisable to offer, sell or deliver the Series 2025 Bonds on the terms and in the manner contemplated by the Official Statement; or (12) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Authority, Charlotte County, Sarasota County, DeSoto County or the City of North Port or proceedings under the bankruptcy laws of the United States or the State shall have been instituted by the Authority or any agency or political subdivision, in either case the effect of which, in the reasonable judgment of the Representative, is such as to materially and adversely affect the market price or the marketability of the Series 2025 Bonds or the ability of the Underwriters to enforce contracts of the sale of the Series 2025 Bonds.

(e) At or before the Closing, the Underwriters shall receive the following documents:

(1) The Official Statement, and each supplement or amendment thereto, if any, manually executed on behalf of the Authority;

(2) A certificate, dated the Closing Date, of duly authorized officers of the Authority to the effect that the Bond Resolution is in full force and effect in the form existing as of the date of this Purchase Contract and has not been subsequently amended, modified or supplemented, or if the same have been so amended, modified or supplemented, with certified copies of all such amendments, modifications and supplements and a certification that none of such amendments, modifications or supplements has a material adverse effect on the security for or source of payment of the Series 2025 Bonds or on the transactions contemplated by this Purchase Contract;

(3) A copy of the Authority's Letter of Representations with DTC;

(4) The approving opinion of Bond Counsel, as to the Series 2025 Bonds, substantially in the form attached to the Official Statement together with a letter of Bond Counsel addressed to the Underwriters, and dated the Closing Date, to the effect that such opinion may be relied upon by the Underwriters to the same extent as if such opinion were addressed to the Underwriters;

(5) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriters, and dated the Closing Date, to the effect that, (i) this Purchase Contract has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Authority in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to creditors' rights generally, (ii) the Series 2025 Bonds are not subject to the registration requirements of the 33 Act, (iii) the statements contained in the Preliminary Official Statement, as of the date thereof, and the Official Statement under the captions [to be conformed to 2025 OS] "INTRODUCTION," "DESCRIPTION OF THE SERIES 2025 BONDS" (except for the information relating to DTC and its book-entry system of registration, as to which no view need be expressed) and "SECURITY AND SOURCES OF PAYMENT" insofar as such statements purport to summarize certain provisions of the Bond Resolution and the Series 2025 Bonds constitute a fair summary of the information purported to be summarized therein and the statements in the Preliminary Official Statement, as of the date thereof, and the Official Statement on the cover relating to Bond Counsel's opinion and under the caption "TAX EXEMPTION" are accurate summaries or statements of the matters therein set forth, (iv) the Bond Resolution is exempt from qualification under the 39 Act, and (v) in reliance upon schedules as verified by the Verification Agent (as hereinafter defined) assuming the deposit and application of cash and the Escrow Securities in accordance with the provisions of the Escrow Agreement, such deposit and application will cause the pledge of the Pledged and all covenants, agreements and other obligations in favor of the owners of the Refunded Bonds to cease, terminate and become void and be discharged and satisfied as provided by Section 9.01 of the Bond Resolution.

(6) An opinion of counsel to the Authority, dated the date of Closing and addressed to the Underwriters, to the effect that: (i) the Authority is an independent special district and a regional water supply authority duly organized and validly existing pursuant to the Constitution and laws of the State; (ii) the Authority has full legal right, power and authority to enter into this Purchase Contract, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Pipeline Agreement, the Escrow Deposit Agreement and the Water Supply Contract and to adopt the Bond Resolution, to sell, issue and deliver the Series 2025 Bonds as provided in this Purchase Contract, to refund the Refunded Bonds and to carry out and consummate the transactions contemplated by this Purchase Contract, the Series 2025 Bonds, the Authority Continuing Disclosure Certificate, the Interlocal Agreement, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement, the Bond Resolution, the Preliminary Official Statement, as of the date thereof, and the Official Statement; (iii) this Purchase Contract, the Interlocal Agreement, the Authority Continuing Disclosure Certificate, the Pipeline Agreement, the Escrow Deposit Agreement and the Water Supply Contract have been duly authorized, executed and delivered by the Authority and constitute the valid, binding and enforceable agreements of the Authority in accordance with their respective terms except to the extent that the enforceability of the rights and remedies set forth therein may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or general principles of equity; (iv) the Authority has duly authorized, executed and delivered the Official Statement and has duly authorized the distribution of the Official Statement; (v) with respect to the information in the Preliminary Official Statement, as of the date thereof, and the Official Statement and without having undertaken to determine independently the accuracy or completeness of the contents of the Preliminary Official Statement or the Official Statement, such counsel has no reason to believe that the Preliminary Official Statement, as of the date thereof, and the Official Statement contains any untrue statement of a material or omitted to state a material fact required to be stated therein or

necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for (i) the information contained in [Appendices E, F, G and H thereto, (ii) information contained under "PENSION PLAN – Florida Retirement System,"] (iii) financial and statistical information contained in the Preliminary Official Statement and the Official Statement and (iv) information relating to DTC and its book-entry system of registration as to all of which no opinion need be expressed), (vi) to the best of such counsel's knowledge, the Authority is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any judgment or decree applicable to the Authority, applicable to it and by which it may be obligated, or the Bond Resolution or any loan agreement, indenture, bond, note, resolution, material agreement or other material instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, applicable to it and by which it may be obligated, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument, except in each case as disclosed in the Preliminary Official Statement and the Official Statement; and the execution and delivery of the Series 2025 Bonds, the Interlocal Agreement, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement, the Authority Continuing Disclosure Certificate and this Purchase Contract and the adoption of the Bond Resolution and compliance with the provisions on the Authority's part contained therein, will not, to the best of such counsel's knowledge, conflict with or constitute a breach of or default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instrument, except as expressly provided by the Series 2025 Bonds and the Bond Resolution; (vii) the Authority has the right and power under the Act to adopt the Bond Resolution and the Bond Resolution has been duly and lawfully adopted by the Authority, is in full force and effect and constitutes the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject to general principles of equity as to enforceability and no other authorization is required; (viii) there is no action, suit, proceeding, inquiry or investigation at law or in equity to which the Authority is a party, before or by any court, government agency, public board or body, pending or, to the best of his knowledge, threatened against or affecting the Authority, nor, to the best of his knowledge, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein any unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions contemplated by the Preliminary Official Statement and the Official Statement, the Authority's eligibility to receive the Gross Revenues; or the validity of the Series 2025 Bonds, the Authority Continuing Disclosure Certificate, the Bond Resolution, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement, the Interlocal Agreement or this Purchase Contract, or contesting the exclusion from gross income of interest on the Series 2025 Bonds, except as described in the Preliminary Official Statement and the Official Statement; and (ix) except as provided in the Preliminary Official Statement and the Official Statement, all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Authority's adoption, execution or performance of the Series 2025 Bonds, the Authority Continuing Disclosure Certificate, the Bond Resolution, the Water Supply Contract, the Pipeline Agreement, the Escrow

Deposit Agreement, the Interlocal Agreement and this Purchase Contract have been obtained or effected;

(7) A certificate of the Authority dated the Closing Date signed by the Chairman or Vice-Chairman of the Board of Directors and Executive Director, to the effect that to the best of their knowledge and belief (i) the representations and warranties of the Authority contained herein are true and correct in all material respects as of the date of Closing, as if made on the date of Closing; (ii) the Authority has performed all obligations to be performed hereunder as of the date of Closing; (iii) this Purchase Contract, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement, the Interlocal Agreement and the Authority Continuing Disclosure Certificate have been duly authorized, executed and delivered by the Authority and constitute the valid, binding and enforceable agreements of the Authority in accordance with their respective terms, subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally; (iv) the Bond Resolution has been duly and lawfully adopted by the Authority, is in full force and effect, has not been modified, amended or repealed except as provided therein and constitutes a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally; (v) the Series 2025 Bonds have been duly authorized, executed and delivered by the Authority and constitute valid and binding obligations of the Authority, enforceable in accordance with their terms and the terms of the Bond Resolution subject to applicable bankruptcy, insolvency, and similar laws affecting creditors' rights generally, are entitled to the benefits and security of the Bond Resolution and the Act and are payable from and secured by a lien on the Pledged Funds in the manner and to the extent set forth in the Bond Resolution, (vi) except as disclosed in the Preliminary Official Statement and the Official Statement, no litigation is pending or threatened (A) to restrain or enjoin the issuance or delivery of the Series 2025 Bonds, (B) in any way contesting or affecting any authority for the issuance of the Series 2025 Bonds, the refunding of the Refunded Bonds or the validity of the Series 2025 Bonds, the Bond Resolution, the Water Supply Contract, the Pipeline Agreement, the Escrow Deposit Agreement, the Authority Continuing Disclosure Certificate, the Interlocal Agreement or this Purchase Contract, (C) in any way contesting the existence or powers of the Authority, (D) adversely effecting in any way the Authority's eligibility to receive the Gross Revenues, (E) which may result in any material adverse change in the business, properties, assets or financial condition of the Authority, or (F) asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (vii) the Authority has the full legal right and power to receive the Gross Revenues and to the extent currently necessary has taken all necessary actions to make it eligible to receive such funds for all Fiscal Years during the term of the Series 2025 Bonds; (viii) since September 30, 2024, no material adverse change has occurred in the financial position of the Authority except as set forth in or contemplated by the Official Statement; (ix) except as described in the Official Statement, since September 30, 2024, no material adverse change has occurred in the collection of the Gross Revenues; and (x) the Preliminary Official Statement, as of the date thereof, or the Official Statement did not as of its date, and does not as of the date of Closing, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Preliminary Official Statement and the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (except for (i) the information contained in Appendices [E, F, G and H thereto, (ii) information contained under "PENSION PLAN – Florida Retirement System,"] (iii) financial and statistical information

contained in the Preliminary Official Statement and the Official Statement and (iv) information relating to DTC and its book-entry system of registration as to all of which no opinion need be expressed); (but in lieu of or in conjunction with such certificates the Representative may, in its sole discretion, accept certificates or opinions of Bond Counsel, or of other counsel acceptable to the Representative, that, in the opinion of such counsel, the issues raised in any pending or threatened litigation referred to in such certificate are without substance or that the contentions of all plaintiffs therein are without merit);

(8) Evidence that S&P Global Ratings and Fitch Ratings, Inc. have issued ratings of not lower than ["AA," (stable outlook), and "AA" (negative outlook),] respectively, for the Series 2025 Bonds and that such ratings are in full force and effect as of the date of Closing;

(9) A certificate executed by the appropriate officer of the Authority, dated the date of Closing, satisfactory to Bond Counsel setting forth the facts, estimates and circumstances which establish that it is not expected that the proceeds of the Series 2025 Bonds will be used in a manner that would cause the Series 2025 Bonds to be "arbitrage bonds" within the meaning of the Code, and to the best of the knowledge and belief of such officer, such expectations are reasonable;

(10) An opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters to the effect that (i) nothing has come to its attention which leads it to believe that the Preliminary Official Statement, as of the date thereof, and the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (ii) the Series 2025 Bonds are not subject to the registration requirements of the 33 Act and the Bond Resolution is exempt from qualification under the 39 Act;

(11) Certificates of HDR Engineering, Inc., as Consulting Engineer, and Stantec Consulting Services Inc., as Financial Feasibility Consultant to the effect that (A) the information in the Official Statement attributable to them does not contain any untrue statement of a material fact or omit or fail to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (B) the Underwriters and Counsel to the Underwriters are authorized to rely upon the Consulting Engineering Report and Rate Consultant Report to the same extent as if it were addressed to them, (C) such firms consent to the inclusion of the Consulting Engineering Report and Rate Consultant Report in the Official Statement and to the references to such firms in the Official Statement and (D) such firms believe the assumptions used in compiling the Consulting Engineering Report and Rate Consultant Report are reasonable;

(12) A certificate of an official of Charlotte County to the effect that (A) the information in the Official Statement attributable to it does not contain any untrue statement of material fact or omit to state a material fact which should be included therein for the purposes for which such information is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made not misleading and (B) except as disclosed within the Official Statement, within the past five (5) years, Charlotte County has not failed to comply in all material respects with any continuing disclosure undertaking made

by it pursuant to the Rule in connection with outstanding bond issues for which Charlotte County has agreed to undertake continuing disclosure obligations.

(13) A certificate of an official of DeSoto County to the effect that (A) the information in the Official Statement attributable to it does not contain any untrue statement of material fact or omit to state a material fact which should be included therein for the purposes for which such information is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made not misleading and (B) except as disclosed within the Official Statement, within the past five (5) years, DeSoto County has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which DeSoto County has agreed to undertake continuing disclosure obligations.

(14) A certificate of an official of Sarasota County to the effect that (A) the information in the Official Statement attributable to it does not contain any untrue statement of material fact or omit to state a material fact which should be included therein for the purposes for which such information is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made not misleading and (B) except as disclosed within the Official Statement, within the past five (5) years, Sarasota County has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which Sarasota County has agreed to undertake continuing disclosure obligations.

(15) A certificate of an official of the City of North Port to the effect that (A) the information in the Official Statement attributable to it does not contain any untrue statement of material fact or omit to state a material fact which should be included therein for the purposes for which such information is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made not misleading and (B) except as disclosed within the Official Statement, within the past five (5) years, the City of North Port has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the City of North Port has agreed to undertake continuing disclosure obligations.

(16) Executed copies of the (i) Authority Continuing Disclosure Certificate, (ii) the Charlotte County Continuing Disclosure Certificate, (iii) the City of North Port Continuing Disclosure Certificate, (iv) the DeSoto County Continuing Disclosure Certificate and (v) the Sarasota County Continuing Disclosure Certificate;

(17) Executed copy of the Escrow Deposit Agreement;

(18) The Verification Report of Integrity Public Finance Consulting LLC (the "Verification Agent") verifying the mathematical accuracy of the computations contained in the schedules prepared by Public Resources Advisory Group, Inc. with respect to sufficiency of the anticipated cash and maturing principal amounts and interest on the refunding securities held under the Escrow Deposit Agreement to pay, when due, the principal, whether at maturity or upon prior redemption, interest and call premium requirements, if any, of the Refunded Bonds;

(19) Such additional certificates, legal opinions, instruments, proceedings and other documents as the Underwriters or their counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the Authority, the compliance of the Authority with legal requirements and the due performance or satisfaction by the Authority on or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Authority.

By its execution of this Purchase Contract, the Authority consents to the use by the Underwriters of the documents listed above, including specifically the Official Statement, the Bond Resolution and the information contained therein, in connection with the public sale of the Series 2025 Bonds.

In the event the Authority is unable, after using its best efforts, to satisfy the conditions herein to the completion of the Closing (unless waived by the Representative) by the time such completion is required or if the Underwriters shall terminate this Purchase Contract prior to the Closing Date in accordance with Paragraph (d) above, then this Purchase Contract shall terminate, and the Good Faith Deposit shall be returned by the Authority to the Representative as provided in Section 5 hereof, and neither the Authority nor the Underwriters shall have any further obligation or liability to, or any rights against, the other.

In the event the Underwriters do not purchase, accept delivery of and pay for the Series 2025 Bonds as provided herein for a reason permitted hereunder, then this Purchase Contract shall terminate, and the Good Faith Deposit shall be returned by the Authority to the Representative as provided in Section 5 hereof, and neither the Underwriters nor the Authority shall have any further obligation or liability to, or rights against, the other except as otherwise provided in this Purchase Contract.

9. The Authority covenants with the Underwriters to cooperate with them in qualifying the Series 2025 Bonds for offer and sale under the securities or "Blue Sky" laws of such states as the Underwriters may request; provided that in no event shall the Authority be obligated to take any action which would subject it to general service of process in any state where it is not now so subject or qualify to do business in connection with any such qualification or determination in any jurisdiction. It is understood that the Authority is not responsible for compliance with or the consequences of failure to comply with applicable "Blue Sky" laws, or for any expenses incurred in such compliance.

10. (a) The Underwriters shall be under no obligation to pay, and the Authority shall pay, any expenses incident to the performance of the Authority's obligations hereunder including, but not limited to: (i) the cost of preparation and delivery of the Authority Continuing Disclosure Certificate; (ii) the costs of preparation, printing and delivery of the Preliminary Official Statement and of preparation, printing and delivery of the Official Statement and any supplements and amendments to the Official Statement; (iii) the cost of preparation and printing of the Series 2025 Bonds; (iv) the fees and disbursements of Bond Counsel and general counsel to the Authority; (v) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Authority; (vi) the fees, if any, for bond ratings; (vii) the fees and disbursements of and any other independent auditor of the Authority; and (viii) the expenses (included in the expense component of the spread) incurred on behalf of the Authority's employees which are incidental to implementing this Purchase Contract, including, but not limited to, meals, transportation, lodging, and entertainment of such employees.

(b) The Underwriters shall pay only: (i) the cost of the printing of the Purchase Contract and the Blue Sky Survey; (ii) all advertising expenses and Blue Sky filing fees in connection with

the public offering of the Series 2025 Bonds; (iii) the fees and disbursements of Bryant Miller Olive P.A., as counsel to the Underwriters, provided that such fees and disbursements may be reimbursed through the expense component of the underwriters' spread; (iv) the fees and disbursements of Digital Assurance Certification, LLC for a report related to the Authority's compliance with its continuing disclosure obligations, provided that such fees and disbursements may be reimbursed through the expense component of the underwriters' spread; and (v) all other expenses incurred by the Underwriters in connection with the public offering of the Series 2025 Bonds, including the fees and disbursements of any other counsel retained by them.

(c) If the Series 2025 Bonds are sold to the Underwriters pursuant to this Purchase Contract, the Authority shall pay, from the proceeds of the sale of the Series 2025 Bonds or from other funds available to it, the costs of issuance with respect to the Series 2025 Bonds. If the Authority shall be unable to, or shall otherwise fail to, satisfy the conditions to the obligation of the Underwriters to purchase, accept delivery of, and pay for the Series 2025 Bonds pursuant to the terms of this Purchase Contract, or if the obligation of the Underwriters to purchase, accept delivery of and pay for the Series 2025 Bonds shall be terminated for any reason permitted by this Purchase Contract, then the Authority shall reimburse the Underwriters for all out-of-pocket expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Purchase Contract or the offering contemplated hereunder.

11. Any notice or other communication to be given to the Authority under this Purchase Contract shall be given by delivering the same in writing to the Authority at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, Attention: Executive Director. Any notice or other communication to be given to the Representative under this Purchase Contract shall be given by delivering the same in writing to Raymond James & Associates, Inc., 880 Carillon Parkway, St. Petersburg, Florida 33716, Attention: Municipal Securities Division; or, in each case, to such different address for a party as such party shall have notified the other party as aforesaid.

12. This Purchase Contract shall constitute the entire agreement between the Authority and the Underwriters and is made solely for the benefit of the Authority and the Underwriters (including its respective successors or assigns). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the Authority in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of any of the Underwriters, and (b) the delivery of and payment for the Series 2025 Bonds hereunder.

13. This Purchase Contract may not be amended without the written consent of the Authority and the Representative.

14. The Authority acknowledges and agrees that (i) the purchase and sale of the Series 2025 Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Authority and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and not as agents, municipal advisors, or fiduciaries of the Authority, (iii) the Underwriters have not assumed an agency, municipal advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters) and the Underwriters have no obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase

Contract and (iv) the Authority has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

15. This Purchase Contract is made solely for the benefit of the Authority and the Underwriters and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Authority's representations, warranties and agreements contained in this Purchase Contract shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Series 2025 Bonds pursuant to this Purchase Contract; and (iii) any termination of this Purchase Contract.

16. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the duly authorized officers of the Authority and shall be valid and enforceable at the time of such acceptance.

17. This Purchase Contract will be governed by and construed in accordance with the laws of the State of Florida without reference to choice of law doctrine, except that the capacity, power or authority of the Authority to enter into this Agreement and any issue relating to the interpretation of the Bond Resolution or to the payment of any of the Authority's obligations under this Purchase Contract or the issuance of the Series 2025 Bonds shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Contract to be duly executed by their duly authorized officer or officers as of the day and year first above written.

[Remainder of page intentionally left blank]

[Counterpart Signature Page to 2025 Purchase Contract]

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name: Rick Patterson
Its: Managing Director

[Counterpart Signature Page to 2025 Purchase Contract]

Accepted:

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By:_____
Name: Richard Anderson
Title: Executive Director

EXHIBIT A

MATURITY SCHEDULE

$[Principal-A]
Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield

$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]
$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]

[* Yield to first optional redemption date of October 1, 203__.]

MATURITY SCHEDULE

$[Principal-B]
Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield

$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]
$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]

[* Yield to first optional redemption date of October 1, 203__.]

$[Principal-C]
Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025C

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield

REDEMPTION PROVISIONS

Optional Redemption

The Series 2025 Bonds maturing on or before October 1, 20__ are not subject to optional redemption prior to maturity. The Series 2025 Bonds maturing on or after October 1, 20__ are redeemable prior to their stated dates of maturity, at the option of the Authority, in whole or in part on October 1, 20__, or on any date thereafter, to be selected in such manner approved by the Authority, at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest on the principal amount so redeemed to the redemption date.

Mandatory Redemption

The Series 2025A Bonds maturing on October 1, 20__ are subject to mandatory redemption, prior to maturity, in part by lot, on October 1, 20__ and on each October 1 thereafter, at a Redemption Price equal to the principal amount of such Series 2025A Bonds, plus interest accrued thereon to the date of redemption, on October 1 in the following years and amounts:

Year	Amount

*Maturity

The Series 2025B Bonds maturing on October 1, 20__ are subject to mandatory redemption, prior to maturity, in part by lot, on October 1, 20__ and on each October 1 thereafter, at a Redemption Price equal to the principal amount of such Series 2025B Bonds, plus interest accrued thereon to the date of redemption, on October 1 in the following years and amounts:

Year	Amount

*Maturity

EXHIBIT B

FORM OF DISCLOSURE LETTER PURSUANT TO SECTION 218.385, FLORIDA STATUTES

July [22], 2025

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

Re: Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

Peace River/Manasota Regional Water Supply Authority
Utility System Refunding Revenue Bonds, Series 2025C

Ladies and Gentlemen:

In connection with the proposed issuance by the Peace River/Manasota Regional Water Supply Authority, doing business as the Peace River/Manasota Regional Water Supply Authority (the "Authority"), of the issue of bonds referred to above (collectively, the "Series 2025 Bonds"), Raymond James & Associates, Inc. (the "Representative"), acting on behalf of itself and PNC Capital Markets LLC and RBC Capital Markets, LLC (collectively, the "Underwriters"), has agreed to underwrite a public offering of the Series 2025 Bonds. Arrangements for underwriting the Series 2025 Bonds will include a Purchase Contract between the Authority and the Underwriters.

The purpose of this letter is to furnish, pursuant to the provisions of Sections 218.385(2), (3) and (6), Florida Statutes, certain information in respect to the arrangement contemplated for the underwriting of the Series 2025 Bonds as follows:

The nature and estimated amount of expenses to be incurred by the Underwriters in connection with the issuance of the Series 2025 Bonds are set forth on Schedule I attached hereto.

There are no "finders," as that term is defined in Section 218.386, Florida Statutes, as amended, connected with the issuance of the Series 2025 Bonds.

The amount of underwriting spread, including the management fee, expected to be realized is as follows:

	Per $1,000 Bond	Dollar Amount
Average Takedown		
Management Fee		
Underwriters' Expenses		
Total Underwriting Spread		

No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2025 Bonds to any person not regularly employed or retained by the Underwriters, except as described in Schedule I attached hereto.

The name and address of the Underwriters are set forth below:

Raymond James & Associates, Inc.
880 Carillon Parkway
St. Petersburg, Florida 33716

PNC Capital Markets LLC
201 North Franklin Street, Suite 1500
Tampa, Florida 33602

RBC Capital Markets, LLC
201 South Orange Avenue, Suite 1005
Orlando, Florida 32801

The Series 2025A Bonds are being issued to provide funds, together with other legally available funds of the Authority, for the principal purposes of financing the 2025A Project and paying the costs of issuance associated with the Series 2025A Bonds. The Series 2025B Bonds are being issued to provide funds, together with other legally available funds of the Authority, for the principal purposes of financing the 2025B Project and paying the costs of issuance associated with the Series 2025B Bonds. The Series 2025C Bonds are being issued to provide funds for the principal purposes of refunding [all] of the Authority's outstanding Utility System Revenue Bonds, Series 2015 and paying the costs of issuance associated with the Series 2025C Bonds.

The Series 2025 Bonds are expected to be repaid over a period of approximately __ years (from the date of Closing). At an all-inclusive true interest cost rate of __%, total interest paid over the life of the Series 2025 Bonds will be $_____.

Authorizing the Series 2025 Bonds will result in an annual average of $_____ of Pledged Funds not being available to finance the other services of the Authority each year for approximately __ years.

[Remainder of page intentionally left blank]

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, Florida Statutes.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name: Rick Patterson
Its: Managing Director

SCHEDULE I

ESTIMATED EXPENSES

ITEM	PER $1,000	TOTAL
Underwriters' Counsel Fee	$	$
IPreo		
CUSIP		
DTC		
Miscellaneous		
TOTAL	$	$

EXHIBIT C

ISSUE PRICE CERTIFICATE OF THE REPRESENTATIVE

The undersigned, acting on behalf of Raymond James & Associates, Inc. ("Raymond James") and as representative of certain other underwriters (collectively, the "Underwriters"), for the $[Principal-A] Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025A, its $[Principal-B] Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B Bonds, and its $[Principal-C] Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2025C Bonds (collectively, the "Issue"), hereby certifies to the Peace River/Manasota Regional Water Supply Authority (the "Authority") that:

(1) **Issue Price**. As of the date of this certificate, for each Maturity of the Issue (the "General Rule Maturities"), the first price at which at least 10% of such Maturity of the Issue was sold to the Public is the respective price listed in Schedule A attached hereto. A copy of the pricing wire or equivalent communication for the Issue is attached to this Certificate as Schedule B.

[insert "hold-the-offering-price rule" provisions to be provided by Bond Counsel]

(2) **Definitions**.

"Maturity" means bonds of the Issue with the same credit and payment terms. Bonds of the Issue with different maturity dates, or bonds of the Issue with the same maturity date but different stated interest rates, are treated as separate Maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

"Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Issue. The Sale Date of the Issue is July [22], 2025.

"Underwriter" means (i) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Issue to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Issue to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Issue to the Public).

All capitalized terms not defined in this Certificate have the meanings set forth in the Authority's Certificate as to Arbitrage and Certain Other Tax Matters (the "Tax Certificate").

(3) **Yield**. The Yield on the Issue is _____%, being the discount rate that, when used in computing the present worth of all payments of principal and interest to be paid on the Issue, computed on the basis of a 360-day year and semi-annual compounding, produces an amount equal to the Issue Price of the Issue as stated in paragraph (1) computed with the adjustments stated in paragraphs (5).

(4) **Weighted Average Maturity**. The weighted average maturity (defined below) of the Issue is ____ years. The weighted average maturity of an issue is equal to the sum of the products of the issue price of each maturity of the issue and the number of years to the maturity date of the respective maturity (taking into account mandatory but not optional redemptions), divided by the issue price of the entire Issue.

(5) **Underwriter's Discount**. The Underwriters' discount is $_____, being the amount by which the aggregate Issue Price (as set forth in paragraph (1)) exceeds the price paid to the Authority for the Issue.

(6) **Premium Maturities Subject to Optional Redemption**. The Maturities that mature in the years 20__ through and including 20__, are the only Maturities that are subject to optional redemption before maturity and have an Initial Offering Price or Sale Price, as applicable, that exceeds their stated redemption price at maturity by more than one fourth of 1% multiplied by the product of their stated redemption price at maturity and the number of complete years to their first optional redemption date. Accordingly, in computing the Yield on the Issue stated in paragraph (2), each such Maturity was treated as retired on its optional redemption date or at maturity to result in the lowest yield on that Maturity. No Maturity is subject to optional redemption within five years of the Issuance Date of the Issue.

(7) **No Stepped Coupon Maturities**. No Maturity bears interest at an increasing interest rate.

(8) Raymond James had no reason to believe that any of the Initial Offering Prices of the Issue exceeded the expected fair market value of the Issue as of the Sale Date.

The signer is an officer of Raymond James and duly authorized to execute and deliver this Certificate for itself and as representative of the Underwriters. Raymond James has relied on certifications made by the other Underwriters in making certain of the representations contained herein. Although such certifications cannot be independently verified by us, we have no reason to believe them to be untrue in any material respect. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Raymond James interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Authority with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Issue, and by Nabors, Giblin and Nickerson, P.A., as bond counsel, in connection with rendering its opinion that the interest on the Issue is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Authority from time to time relating to the Issue.

Dated: August [5], 2025

RAYMOND JAMES & ASSOCIATES, INC.

By:_____
Name:_____
Its:_____

SCHEDULE A

MATURITY SCHEDULE

$[Principal-A]
Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield

$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]
$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]

[* Yield to first optional redemption date of October 1, 203__.]

MATURITY SCHEDULE

$[Principal-B]
Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield

$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]
$_____ ___% Term Bond Due October 1, 20__; Price ___; Yield ___[*]

[* Yield to first optional redemption date of October 1, 203__.]

$[Principal-C]
Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025C

$_____ Serial Bonds

Maturity (October 1)	Amount	Interest Rate	Price	Yield

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)

EXHIBIT D

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

State of _____

County of _____

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of Raymond James & Associates, Inc. (the "Representative"), hereby attests under penalty of perjury that, the Representative, to the best of my knowledge and reasonable belief, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

The undersigned is authorized to execute this affidavit on behalf of the Representative.

Date: _____, 2025 Signed: _____

Entity: RAYMOND JAMES & ASSOCIATES, INC. Name: Rick Patterson
Title: Managing Director

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2025, by Rick Patterson.

(SEAL)

Notary Signature

_____
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known_____
OR Produced Identification_____
Type of Identification Produced_____

EXHIBIT C

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2025

NEW ISSUE - FULL BOOK-ENTRY

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2025 Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes except as otherwise described herein under the caption "TAX MATTERS," and (b) not an item of tax preference for purposes of the federal alternative minimum tax; provided, however, with respect to certain corporations, interest on the Series 2025 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. See "TAX MATTERS" herein for a general discussion of Bond Counsel's opinion and other tax considerations.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY (FLORIDA)

$_____*	$_____*	$_____*
UTILITY SYSTEM REVENUE BONDS, SERIES 2025A	**UTILITY SYSTEM REVENUE BONDS, SERIES 2025B**	**UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2025C**

Dated: Date of Delivery **Due: October 1, as shown on the inside cover**

The Peace River/Manasota Regional Water Supply Authority, doing business as the Peace River Manasota Regional Water Supply Authority (the "Authority") is issuing its $_____* Utility System Revenue Bonds, Series 2025A (the "Series 2025A Bonds"), with its $_____* Utility System Revenue Bonds, Series 2025B (the "Series 2025B Bonds") and its $_____* Utility System Refunding Revenue Bonds, Series 2025C (the "Series 2025C Bonds," and collectively with the Series 2025A Bonds and the Series 2025B Bonds, the "Series 2025 Bonds"). The Series 2025 Bonds will be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof. Interest on the Series 2025 Bonds will be payable on October 1, 2025, and semiannually thereafter on each April 1 and October 1 until maturity or earlier redemption. When initially issued, the Series 2025 Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). DTC will act as securities depository for the Series 2025 Bonds. Purchasers will not receive certificates representing their beneficial interest in the Series 2025 Bonds purchased. Accordingly, principal of and interest on the Series 2025 Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as Paying Agent, directly to DTC, as the registered owner thereof. DTC will in turn be responsible for remitting all payments to its DTC Participants (as defined herein) for subsequent distribution to the Beneficial Owners (as defined herein) of the Series 2025 Bonds. See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry Only System" herein.

Certain of the Series 2025 Bonds are subject to redemption prior to maturity, as set forth herein.

The Series 2025A Bonds are being issued to provide funds, together with other legally available funds of the Authority, if any, for the principal purposes of financing the 2025A Project (as defined herein),

paying capitalized interest, and paying the costs of issuance associated with the Series 2025A Bonds. The Series 2025B Bonds are being issued to provide funds, together with other legally available funds of the Authority, if any, for the principal purposes of financing the 2025B Project (as defined herein), paying capitalized interest, and paying the costs of issuance associated with the Series 2025B Bonds. The Series 2025C Bonds are being issued to provide funds, together with other legally available funds of the Authority, if any, for the principal purposes of refunding all or a portion of the Authority's outstanding Utility System Refunding Revenue Bonds, Series 2015 and paying the costs of issuance associated with the Series 2025C Bonds.

The Series 2025 Bonds will be issued pursuant to the authority of and in full compliance with Chapter 373, Florida Statutes, Section 163.01, Florida Statutes, a Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority dated October 5, 2005 among Charlotte County, Florida, Sarasota County, Florida, DeSoto County, Florida and Manatee County, Florida (collectively, the "Authority Members"), and other applicable provisions of law (collectively, the "Act"), and a Utility System Revenue Bond Resolution adopted by the Board of Directors of the Authority (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by Resolution No. 2025-07 adopted by the Board on June 4, 2025, and as supplemented by Resolution No. 2025-08 adopted by the Board on June 4, 2025 (collectively, the "Bond Resolution"). Unless otherwise indicated, capitalized terms used in this Official Statement shall have the same meaning established herein or in the attached "APPENDIX A-1 —COMPOSITE OF THE BOND RESOLUTION."

The Authority has adopted certain amendments to the Bond Resolution (the "Amendments"). At the time of issuance of the Series 2025 Bonds, the initial Holders of such Series 2025 Bonds, through their purchase of the Series 2025 Bonds, shall be deemed to have provided their irrevocable written consent to the Amendments in accordance with the requirements of the Bond Resolution and waived any irregularities in connection therewith. Such Amendments will be effective upon the issuance of the Series 2025 Bonds and shall be binding on all future Series 2025 Bondholders. See "SUMMARY OF CERTAIN AMENDMENTS TO THE BOND RESOLUTION" and "SECURITY FOR THE BONDS" herein, and "APPENDIX A–2 Amendments to the Bond Resolution" attached hereto for a complete description of such Amendments.

The Series 2025 Bonds are payable solely from and secured by a lien upon and a pledge of (i) the Net Revenues, and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established under the Bond Resolution, except (A) moneys in the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay Operating and Maintenance Costs, and (C) moneys on deposit in a subaccount of the Reserve Account established by the Bond Resolution to the extent such moneys shall be pledged solely for the payment of a Series of Bonds for which it is established in accordance with the provisions of the Bond Resolution (collectively, the "Pledged Funds"), on a parity with the Authority's Utility System Refunding Revenue Bonds, Series 2015, which are not refunded through the issuance of the Series 2025C Bonds, the Authority's Utility System Refunding Revenue Bonds, Series 2020, the Authority's 2022 Revolving Credit Bond, the Authority's Utility System Refunding Revenue Bonds, Series 2024A, the Authority's Utility System Revenue Bonds, Series 2024B and any Additional Bonds hereafter issued.

THE SERIES 2025 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE AUTHORITY, THE AUTHORITY MEMBERS OR THE AUTHORITY CUSTOMERS AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE OF THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY SERIES 2025 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER TO PAY SUCH SERIES 2025 BONDS, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2025 BOND FROM ANY OTHER MONEYS OF THE AUTHORITY, THE AUTHORITY MEMBERS OR THE AUTHORITY CUSTOMERS EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION.

This cover page contains certain information for quick reference only. It is not, and is not intended to be, a summary and prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2025 Bonds are offered when, as, and if issued and accepted by the Underwriters, subject to the opinion on certain legal matters relating to their issuance by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed upon for the Authority by Bryant Miller Olive P.A., Tampa, Florida, as Disclosure Counsel to the Authority and by Manson Bolves Donaldson Tanner, P.A., Tampa, Florida, General Counsel to the Authority, and for the Underwriters by their counsel George A. Smith PLLC, Tallahassee, Florida. Public Resources Advisory Group, Inc., Tampa, Florida, is serving as Financial Advisor to the Authority. It is expected that the Series 2025 Bonds in definitive form will be available for delivery to the Underwriters in on or about _____, 2025.

RAYMOND JAMES

PNC CAPITAL MARKETS LLC **RBC CAPITAL MARKETS**

Dated: _____, 2025

*Preliminary, subject to change.

$_____*

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITY SYSTEM REVENUE BONDS, SERIES 2025A

MATURITIES, AMOUNTS, INTEREST RATES,
PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____* Serial Bonds

Maturity (October 1)*	Amount*	Interest Rate	Price	Yield	Initial CUSIP Numbers**

$_____* _____% Term Bond Due _____ , 20__*; Price _____; Yield _____%; Initial CUSIP Number _____**
$_____* _____% Term Bond Due _____ , 20__*; Price _____; Yield _____%; Initial CUSIP Number _____**

* Preliminary, subject to change.

** The Authority and the Underwriters are not responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the Authority or the Underwriters as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

$_____*

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITY SYSTEM REVENUE BONDS, SERIES 2025B

MATURITIES, AMOUNTS, INTEREST RATES,
PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____* Serial Bonds

Maturity (October 1)*	Amount*	Interest Rate	Price	Yield	Initial CUSIP Numbers**

$_____* _____% Term Bond Due _____ , 20__*; Price _____; Yield _____%; Initial CUSIP Number _____**
$_____* _____% Term Bond Due _____ , 20__*; Price _____; Yield _____%; Initial CUSIP Number _____**

* Preliminary, subject to change.

** The Authority and the Underwriters are not responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the Authority or the Underwriters as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

$_____*

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2025C

MATURITIES, AMOUNTS, INTEREST RATES,
PRICES, YIELDS AND INITIAL CUSIP NUMBERS

$_____* Serial Bonds

Maturity (October 1)*	Amount*	Interest Rate	Price	Yield	Initial CUSIP Numbers**

* Preliminary, subject to change.

** The Authority and the Underwriters are not responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the Authority or the Underwriters as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The Authority has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

BOARD OF DIRECTORS

Joseph Tiseo, Chairman
Charlotte County

Ron Cutsinger, Vice-Chairman
Sarasota County

Elton A. Langford
DeSoto County

Jason Bearden
Manatee County

EXECUTIVE DIRECTOR
Richard Anderson

FINANCE & BUDGET SENIOR MANAGER
Ann Lee, CGFO, MBA

GENERAL COUNSEL
Manson Bolves Donaldson Tanner, P.A.

BOND COUNSEL
Nabors, Giblin & Nickerson, P.A.

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.

CONSULTING ENGINEERS
HDR Engineering, Inc.

RATE CONSULTANT
Stantec Consulting Services Inc.

FINANCIAL ADVISOR
Public Resources Advisory Group, Inc.

No dealer, broker, salesman or other person has been authorized by the Authority or the underwriters listed on the cover page hereof (the "Underwriters") to give any information or to make any representations in connection with the Series 2025 Bonds other than as contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized by the Authority. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2025 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the Authority, DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the Underwriters. The Underwriters have reviewed the information in this Official Statement in accordance with and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information. The information and expressions of opinion stated herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall create, under any circumstances, any implication that there has been no change in the matters described herein since the date hereof.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2025 Bonds are qualified in their entirety by reference to the form thereof included in the aforesaid documents and agreements.

THE SERIES 2025 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION ("SEC") UNDER THE SECURITIES ACT OF 1933, AS AMENDED NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2025 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2025 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2025 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE AUTHORITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2025 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE AUTHORITY DOES NOT PLAN TO

ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE AUTHORITY OR THE UNDERWRITERS AND ANY ONE OR MORE OF THE OWNERS OF THE SERIES 2025 BONDS.

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OFFICIAL STATEMENT
relating to

$_____*
PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

$_____*	**$_____***	**$_____***
UTILITY SYSTEM REVENUE BONDS, SERIES 2025A	**UTILITY SYSTEM REVENUE BONDS, SERIES 2025B**	**UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2025C**

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and the Appendices hereto, is to furnish information with respect to the issuance by Peace River/Manasota Regional Water Supply Authority (the "Authority"), of its $_____* Utility System Revenue Bonds, Series 2025A (the "Series 2025A Bonds"), its $_____* Utility System Revenue Bonds, Series 2025B (the "Series 2025B Bonds") and its $_____* Utility System Refunding Revenue Bonds, Series 2025C (the "Series 2025C Bonds," and collectively with the Series 2025A Bonds and the Series 2025B Bonds, the "Series 2025 Bonds"). The Authority's Utility System Refunding Revenue Bonds, Series 2015 that the Authority has not refunded through the issuance of the Series 2025C Bonds (the "Unrefunded Series 2015 Bonds"), the Authority's Utility System Refunding Revenue Bonds, Series 2020 (the "Series 2020 Bonds"), the Authority's 2022 Revolving Credit Bond (the "Series 2022 Bond"), the Authority's Utility System Refunding Revenue Bonds, Series 2024A (the "Series 2024A Bonds"), the Authority's Utility System Revenue Bonds, Series 2024B (the "Series 2024B Bonds," and together with the Unrefunded Series 2015 Bonds, the Series 2020 Bonds, the Series 2022 Bond, and the Series 2024A Bonds, collectively, the "Outstanding Parity Bonds"), and any Additional Bonds (as defined in the hereinafter described Bond Resolution) issued under the Bond Resolution shall be referred to herein collectively as the "Bonds."

With an effective date of August 1, 2025, the Authority plans to amend and restate the Series 2022 Bond in its entirety with the holder of the Bond and extend the maturity approximately two years with a new maturity date of August 2, 2027.

The Series 2025 Bonds are being issued pursuant to and under the authority of and in full compliance with Chapter 373, Florida Statutes, Section 163.01, Florida Statutes, a Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority dated October 5, 2005 (the "Interlocal Agreement"), among Charlotte County, Florida ("Charlotte County"), Sarasota County, Florida ("Sarasota County"), DeSoto County, Florida ("DeSoto County") and Manatee County, Florida ("Manatee County"), and other applicable provisions of law (collectively, the "Act"), and a Utility System Revenue Bond Resolution adopted by the Board of Directors of the Authority (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by Resolution No. 2025-07 adopted by the Board on June 4, 2025, and as supplemented by Resolution No. 2025-08 adopted by the Board on June 4, 2025 (collectively, the "Bond Resolution"). Charlotte County, Sarasota County, DeSoto County, and Manatee County shall be referred to herein collectively as the "Authority Members." Charlotte County, Sarasota County, DeSoto County, Manatee

*Preliminary, subject to change.

County, and the City of North Port, Florida (the "City of North Port") shall be referred to herein collectively as the "Authority Customers." Manatee County does not purchase water from the Authority currently.

The Series 2025A Bonds are being issued to provide funds, together with other legally available funds of the Authority, if any, for the principal purposes of financing the 2025A Project (as defined herein), paying capitalized interest, and paying the costs of issuance associated with the Series 2025A Bonds. The Series 2025B Bonds are being issued to provide funds, together with other legally available funds of the Authority, if any, for the principal purposes of financing the 2025B Project (as defined herein), paying capitalized interest, and paying the costs of issuance associated with the Series 2025B Bonds. The Series 2025C Bonds are being issued to provide funds, together with other legally available funds of the Authority, if any, for the principal purposes of refunding all or a portion of the Authority's Utility System Refunding Revenue Bonds, Series 2015 and paying the costs of issuance associated with the Series 2025C Bonds. The "Refunded Bonds" consist of the Authority's Utility System Refunding Revenue Bonds, Series 2015 which mature on and after October 1, 2026. See "THE 2025A PROJECT AND THE 2025B PROJECT" and "PLAN OF REFUNDING" herein.

The Series 2025 Bonds are payable solely from and secured by a lien upon and a pledge of (i) the Net Revenues, and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established under the Bond Resolution, except (A) moneys in the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay Operating and Maintenance Costs, and (C) moneys on deposit in a subaccount of the Reserve Account established by the Bond Resolution to the extent such moneys shall be pledged solely for the payment of a Series of Bonds for which it is established in accordance with the provisions of the Bond Resolution (collectively, the "Pledged Funds") on a parity with the Outstanding Parity Bonds and any Additional Bonds hereafter issued.

The Authority has adopted certain amendments to the Bond Resolution (the "Amendments"). At the time of issuance of the Series 2025 Bonds, the initial Holders of such Series 2025 Bonds, through their purchase of the Series 2025 Bonds, shall be deemed to have provided their irrevocable written consent to the Amendments in accordance with the requirements of the Bond Resolution and waived any irregularities in connection therewith. Such Amendments will be effective upon the issuance of the Series 2025 Bonds and shall be binding on all future Series 2025 Bondholders. See "SUMMARY OF CERTAIN AMENDMENTS TO THE BOND RESOLUTION" and "SECURITY FOR THE BONDS" herein, and "APPENDIX A–2 Amendments to the Bond Resolution" attached hereto for a complete description of such Amendments.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE AUTHORITY, THE AUTHORITY MEMBERS OR THE AUTHORITY CUSTOMERS AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE OF THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER TO PAY SUCH BONDS, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY OTHER MONEYS OF THE AUTHORITY, THE AUTHORITY MEMBERS OR THE AUTHORITY CUSTOMERS EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION.

Unless the context requires otherwise, capitalized terms used in this Official Statement that are not defined in the text hereof shall have the meanings ascribed thereto herein or in the attached "APPENDIX A-1 - COMPOSITE OF THE BOND RESOLUTION," "APPENDIX B - WATER SUPPLY CONTRACT," and "APPENDIX C - INTERLOCAL AGREEMENT." The descriptions of the Series 2025 Bonds, the Water Supply Contract, the Interlocal Agreement, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the Authority at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; Telephone (941) 316-1776.

The assumptions, estimates, projections and matters of opinion contained in this Official Statement, whether or not so expressly stated, are set forth as such and not as matters of fact, and no representation is made that any of the assumptions or matters of opinion herein are valid or that any projections or estimates contained herein will be realized.

THE AUTHORITY

General

The Authority is an independent special district and a regional water supply authority created pursuant to Florida Statutes. The Authority was established by interlocal agreement in 1982 (as amended, the "Original Interlocal Agreement") by the Authority Members and Hardee County, Florida ("Hardee County") for the purpose of addressing water supply issues in a mutually beneficial manner and defining each county's rights to the water supply within its own boundaries. Hardee County subsequently withdrew from the Authority in 1983. The Interlocal Agreement, which amended, restated and superseded the Original Interlocal Agreement in its entirety, was executed on October 5, 2005.

Prior to the Authority's establishment, potable water supply in the service area was managed by local governments, but it was determined that regional water supply management would more effectively meet water demands in response to challenges posed by rapid population growth, climate change, regulatory constraints, and limited water resources. This regional model has since proven to benefit Authority Customers by diversifying water supply sources, improving system reliability, optimizing water delivery techniques, interconnecting previously isolated systems, reducing environmental strain by allowing supply sources to be rested and replenished, improving supply economics by spreading costs over a larger customer base, and emergencies such as hurricanes.

The Authority's mission is to provide the region with a sufficient, high quality, safe drinking water supply that is reliable, sustainable and protective of natural resources now and into the future. The Authority presently owns and operates the System. In the Interlocal Agreement, the Authority has the authority to issue bonds, which power is limited by requiring only those parties who voluntarily consent to participate in a project to pay back any borrowed money or pledge their water revenue to the payment of any issued Authority bonds. See "THE SYSTEM" herein for a discussion of the System.

Board of Directors

The Board of the Authority is composed of one director from each of the Authority Members. Each member of the Board is appointed by his or her respective Board of County Commissioners, serves at the

pleasure of its respective Board, and is required to be a member of the appointing Authority Member's Board of County Commissioners. Officers of the Board are elected annually by the Board.

Management

Executive Director. Richard Anderson was appointed Executive Director of the Authority in August 2024. He has been with the Authority since 2010 and has served as the Authority's System Operations Manager, Director of Operations, and from October 2023 until August 2024 he served as the Authority's Deputy Director. He is responsible for the day-to-day operation and maintenance of Authority infrastructure. He has over 25 years of experience in utility operations, process control, and project management. Prior to his work with the Authority, he held various operations management positions with Tampa Bay Water. He has also been an active member of the American Water Works Association ("AWWA") since 1998, and is currently the Florida Section's Director, representing Florida on the AWWA's national board. Mr. Anderson has a Bachelor of Arts degree in International Studies from the University of South Florida.

Finance & Budget Senior Manager. Ann Lee has been with the Authority since 2015 and, as the Authority's Finance & Budget Senior Manager, she is responsible for overseeing all accounting, finance, and budget functions. Prior to her employment with the Authority, she held various accounting and financial management positions in the private sector of both domestic and international entities. She has a Bachelor of Arts from the University of South Florida and a Master of Business Administration from the University of Phoenix. She holds a designation as a Certified Government Finance Officer (CGFO). She is an active member of the Florida Government Finance Officers Association (FGFOA), the Government Finance Officers Association (GFOA), AWWA and the Florida Section of the American Water Works Association (FSAWWA).

Employees

The Authority has 60 employees, 11 of which are administrative personnel based at the Authority's Administrative Office in Lakewood Ranch, including: the Executive Director, Finance, HR and administrative staff. The remainder of the Authority's staff are based at the Peace River Facility in DeSoto County.

THE 2025A PROJECT AND THE 2025B PROJECT

The 2025A Project and the 2025B Project to finance the acquisition and construction of certain capital improvements.

The 2025A Project consists of the acquisition and construction of a portion of the Surface Water System Expansion Project ("SWSEP"). This project consists of a facility expansion that will add 24 MGD of treatment capacity, an additional 9.3 billion gallon reservoir, river intake structure, and associated pumping upgrades, conveyance piping, chemical storage, blending tanks, yard piping, electrical improvements, and mitigation. The SWSEP will provide an additional 18 MGD of allocable capacity and ensures the Authority continues to meet regional demands.

The 2025B Project is comprised of 13 miles of 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward, crossing the Myakka River and terminating at the Charlotte County Gulf Cove Water Booster Pump Station. This segment of the regional integrated loop system will

boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects.

PLAN OF REFUNDING

The Authority has determined that it can achieve present value savings in debt service payments by providing for payment of the Refunded Bonds. Provision for payment will be accomplished through the issuance of the Series 2025C Bonds and the use of all or a portion of the proceeds thereof to currently refund the Refunded Bonds. The callable Refunded Bonds will be redeemed prior to maturity on or about _____, 2025 at a redemption price of 100 percent of the principal amount thereof, plus accrued interest to the redemption date.

Upon delivery of the Series 2025C Bonds, The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent") will enter into an Escrow Deposit Agreement (the "Escrow Agreement") with the Authority to provide for the current refunding of the Refunded Bonds. The Escrow Deposit Agreement will create an irrevocable escrow deposit fund (the "Escrow Deposit Fund") which will be held by the Escrow Agent. The money and securities held in the Escrow Deposit Fund are to be applied to the payment of principal of and interest on the Refunded Bonds, as the same become due and payable at maturity or upon redemption prior to maturity. Immediately upon the issuance and delivery of the Series 2025C Bonds, the Authority will deposit a portion of the proceeds from the sale of the Series 2025C Bonds into the Escrow Deposit Fund together with other legally available funds of the Authority. Substantially all of such money is expected to be invested in certain noncallable direct obligations of the United States of America (the "Refunding Securities"). The maturing principal amount of and interest on the Refunding Securities and any cash held in the Escrow Deposit Fund (i) will be sufficient to pay the principal of and interest on the Refunded Bonds, (ii) will be pledged solely for the benefit of the holders of the Refunded Bonds, and (iii) will not be available for payment of debt service on the Series 2025A Bonds.

The initial cash deposit, plus principal and interest on the Refunding Securities in the Escrow Deposit Fund, will be sufficient to pay the Refunded Bonds, as the same become due and payable at maturity or upon redemption prior to maturity, according to the schedules prepared by Public Resources Advisory Group, Inc. and verified by Integrity Public Finance Consulting LLC, a wholly-owned subsidiary of Bryant Miller Olive P.A. (the "Verification Agent"). See "VERIFICATION OF ARITHMETICAL COMPUTATIONS" herein.

In reliance upon the above-referenced schedules, at the time of delivery of the Series 2025C Bonds, Bond Counsel will deliver to the Underwriters and the Authority an opinion to the effect that the pledge of the holders of the Refunded Bonds on the Pledged Funds has ceased, terminated and become void as provided in the Bond Resolution.

DESCRIPTION OF THE SERIES 2025 BONDS

General

The Series 2025 Bonds are being issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof. The Series 2025 Bonds will be dated the date of delivery and will bear interest payable on April 1 and October 1 of each year (each an "Interest Date"), commencing October 1, 2025, and will mature on the dates and in the principal amounts set forth on the inside front cover. Interest will be payable by check or draft of The Bank of New York Mellon Trust Company, N.A., as Paying Agent (the

"Paying Agent"), made payable to and mailed on the Interest Date to the registered owners (the "Series 2025 Bondholders") at their addresses as they appear on the registration books of the Authority, maintained by The Bank of New York Mellon Trust Company, N.A., as Registrar ("Registrar"), on the 15th day (whether or not a business day) of the calendar month next preceding the Interest Date (the "Record Date"). At the written request and expense of a Series 2025 Bondholder, interest payments may be made by bank wire transfer for the account of such Series 2025 Bondholder. The principal of and premium, if any, on the Series 2025 Bonds will be payable upon presentation and surrender of the Series 2025 Bonds when due at the designated corporate trust office of the Paying Agent.

The Series 2025 Bonds are being initially issued to and registered in the name of Cede & Co., as nominee for The Depository Trust Company, N.A. ("DTC"), which will act as securities depository for the Series 2025 Bonds. So long as the Series 2025 Bonds are registered in the name of Cede & Co., as nominee of DTC, the Authority will not have any responsibility or obligation to any Direct Participant or to any Indirect Participant or Beneficial Owner. See "--Book-Entry Only System" below for more information.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING THE DEPOSITORY TRUST COMPANY ("DTC") AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY BELIEVES TO BE RELIABLE. NEITHER THE AUTHORITY NOR THE UNDERWRITERS TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2025 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE SERIES 2025 BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2025 BONDS SHALL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2025 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2025 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2025 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2025 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2025 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, NEITHER THE AUTHORITY NOR THE UNDERWRITERS MAKE NOR CAN MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC will act as securities depository for the Series 2025 Bonds. The Series 2025 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2025 Bond certificate will be issued for each maturity of each series of the Series 2025 Bonds as set forth in the inside cover of this Official Statement, in the aggregate principal amount thereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues

of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Ratings ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission (the "SEC"). More information about DTC can be found at www.dtcc.com.

Purchases of Series 2025 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2025 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2025 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2025 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2025 Bonds, except in the event that use of the book-entry system for the Series 2025 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2025 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2025 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2025 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2025 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2025 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2025 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Series 2025 Bonds may wish to ascertain that the nominee holding the Series 2025 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2025 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2025 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2025 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Series 2025 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority and/or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2025 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, the Series 2025 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2025 Bond certificates will be printed and delivered to DTC.

Interchangeability, Negotiability and Transfer of Series 2025 Bonds

So long as the Series 2025 Bonds are registered in the name of Cede & Co., as the nominee of DTC, the transfer and exchange of any Series 2025 Bonds shall be governed by rules established between DTC and its Direct and Indirect Participants. See "DESCRIPTION OF THE SERIES 2025 BONDS - Book-Entry Only System" above. Upon the discontinuance of the book-entry only registration system for the Series 2025 Bonds, the following provisions shall apply for Holders of the Series 2025 Bonds.

The Series 2025 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Series 2025 Bonds of the same Series and maturity of any other authorized denominations.

The Series 2025 Bonds issued under the Bond Resolution shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of Florida, subject to the provisions for registration and transfer contained in the Bond Resolution and in the Series 2025 Bonds. So long as any of the Series 2025 Bonds shall remain Outstanding, the Authority shall maintain and keep, at the office of the Registrar, books for the registration and transfer of the Series 2025 Bonds.

Each Series 2025 Bond shall be transferable only upon the books of the Authority, at the office of the Registrar, under such reasonable regulations as the Authority may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed and guaranteed by the Holder or his duly authorized attorney. Upon the transfer of any such Series 2025 Bond, the Authority shall issue, and cause to be authenticated, in the name of the transferee a new Series 2025 Bond or Series 2025 Bonds of the same aggregate principal amount and maturity as the surrendered Series 2025 Bond. The Authority, the Registrar and any Paying Agent or fiduciary of the Authority may deem and treat the Person in whose name any Outstanding Series 2025 Bond shall be registered upon the books of the Authority as the absolute owner of such Series 2025 Bond, whether such Series 2025 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Series 2025 Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2025 Bond to the extent of the sum or sums so paid and neither the Authority nor the Registrar nor any Paying Agent or other fiduciary of the Authority shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Series 2025 Bonds or transferring Series 2025 Bonds is exercised, the Authority shall execute and deliver Series 2025 Bonds and the Registrar shall authenticate such Series 2025 Bonds in accordance with the provisions of the Bond Resolution. Execution of Series 2025 Bonds by the Chairman and Executive Director for purposes of exchanging, replacing or transferring Series 2025 Bonds may occur at the time of the original delivery of the Series 2025 Bonds. All Series 2025 Bonds surrendered in any such exchanges or transfers shall be held by the Registrar in safekeeping until directed by the Authority to be canceled by the Registrar. For every such exchange or transfer of Series 2025 Bonds, the Authority or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer. The Authority and the Registrar shall not be obligated to make any such exchange or transfer of Series 2025 Bonds during the 15 days next preceding an Interest Date on the Series 2025 Bonds, or, in the case of any proposed redemption of Series 2025 Bonds, then, for the Series 2025 Bonds subject to redemption, during the 15 days next preceding the date of the first mailing of notice of such redemption and continuing until such redemption date.

Optional Redemption

The Series 2025A Bonds maturing on or before October 1, _____ are not subject to optional redemption prior to maturity. The Series 2025A Bonds maturing on or after October 1, _____ are redeemable prior to their stated dates of maturity, at the option of the Authority, in whole or in part on October 1, _____, or on any date thereafter, to be selected in such manner approved by the Authority, at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest on the principal amount so redeemed to the redemption date.

The Series 2025B Bonds maturing on or before October 1, _____ are not subject to optional redemption prior to maturity. The Series 2025B Bonds maturing on or after October 1, _____ are redeemable prior to their stated dates of maturity, at the option of the Authority, in whole or in part on October 1, _____, or on any date thereafter, to be selected in such manner approved by the Authority, at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest on the principal amount so redeemed to the redemption date.

The Series 2025C Bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption

The Series 2025A Bonds maturing on October 1, _____ are subject to mandatory redemption, prior to maturity, in part by lot, on October 1, _____ and on each October 1 thereafter, at a Redemption Price equal to the principal amount of such Series 2025A Bonds, plus interest accrued thereon to the date of redemption, on October 1 in the following years and amounts:

Year	Amount
	$
*	

*Maturity

The Series 2025B Bonds maturing on October 1, _____ are subject to mandatory redemption, prior to maturity, in part by lot, on October 1, _____ and on each October 1 thereafter, at a Redemption Price equal to the principal amount of such Series 2025B Bonds, plus interest accrued thereon to the date of redemption, on October 1 in the following years and amounts:

Year	Amount
	$
*	

*Maturity

Notice of Redemption

Notice of redemption shall specify the Series 2025 Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Authority, and (i) shall be filed with the Paying Agent for such Series 2025 Bonds, (ii) shall be mailed first class mail, postage prepaid, at least 30 days prior to the redemption date to all Holders of Series 2025 Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar as of the date of mailing of such notice, and (iii) shall be mailed, certified mail, postage prepaid, at least 35 days prior to the redemption date to the registered securities depositories and two or more nationally recognized municipal bond information services. Failure to mail such notice to such depositories or services or the Holders of the Series 2025 Bonds to be redeemed, or any defect therein, shall not affect the proceedings for redemption of the Series 2025 Bonds as to which no such failure or defect has occurred. The notice of redemption described in this paragraph need not be given as described above if the Series 2025 Bonds called for redemption are registered pursuant to a book-entry only system. So long as the Series 2025 Bonds are

registered in the name of Cede & Co., as nominee for DTC, redemption notices shall be sent only to Cede & Co.

In the case of an optional redemption of any Series 2025 Bonds, the notice of redemption may state that (1) it is conditioned upon the deposit of moneys with the Paying Agent or with an escrow agent under an escrow deposit agreement, in amounts necessary to effect the redemption, no later than the redemption date or (2) the Authority retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded. Any Conditional Redemption may be rescinded at any time prior to the redemption date if the Authority delivers a written direction to the Registrar directing the Registrar to rescind the redemption notice. The Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Series 2025 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the Authority to make such funds available shall constitute an Event of Default under the Bond Resolution. The Authority shall give notice to DTC and the affected Bondholders that the redemption did not occur and that the Series 2025 Bonds called for redemption and not so paid remain Outstanding under the Bond Resolution.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

Selection of Series 2025 Bonds to be Redeemed

The Series 2025 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Authority shall, at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar) notify the Registrar of such redemption date and of the principal amount of Series 2025 Bonds to be redeemed. For purposes of any redemption of less than all of the Outstanding Series 2025 Bonds of a single maturity, the particular Series 2025 Bonds or portions of Series 2025 Bonds to be redeemed shall be selected by the Registrar from the Outstanding Series 2025 Bonds of the maturity or maturities designated by the Authority by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Series 2025 Bonds or portions of Series 2025 Bonds in principal amounts of $5,000 and integral multiples thereof.

If less than all of the Outstanding Series 2025 Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Authority and Paying Agent (if the Registrar is not the Paying Agent for such Series 2025 Bonds) in writing of the Series 2025 Bonds or portions of Series 2025 Bonds selected for redemption and, in the case of any Series 2025 Bond selected for partial redemption, the principal amount thereof to be redeemed.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

For so long as the Series 2025 Bonds are subject to the book-entry only system of registration and transfer described in "DESCRIPTION OF THE SERIES 2025 BONDS – Book-Entry Only System" herein, in the event that less than all of the Series 2025 Bonds of a particular maturity (and, if applicable, each interest rate within a maturity) are to be redeemed, the particular Beneficial Owner(s) to receive payment of the

Redemption Price with respect to beneficial ownership interests in such Series 2025 Bonds shall be selected by DTC and the Direct Participants and/or Indirect Participants. See "DESCRIPTION OF THE SERIES 2025 BONDS – Book-Entry Only System" herein.

Purchase In Lieu of Redemption

See "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows a proposed amendment which provides for purchase in lieu of redemption.

SECURITY AND SOURCES OF PAYMENT

General

The payment of principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured by a pledge and lien upon (i) the Net Revenues, and (ii) until applied in accordance with the provisions of the Bond Resolution, all moneys, including investments thereof, in the funds and accounts established under the Bond Resolution, except (A) moneys in the Rebate Fund, (B) moneys in any fund or account to the extent such moneys shall be required to pay Operating and Maintenance Costs of the System in accordance with the Bond Resolution, and (C) moneys on deposit in a subaccount of the Reserve Account to the extent such moneys shall be pledged solely for the payment of a Series of Bonds for which it is established in accordance with the provisions of the Bond Resolution.

"Net Revenues" is defined in the Bond Resolution to mean Gross Revenues less Operating and Maintenance Costs.

"Gross Revenues" is defined in the Bond Resolution to mean (1) all moneys derived by the Authority from the Water Supply Contract, (2) moneys deposited from the Rate Stabilization Account into the Revenue Account in accordance with the terms of the Bond Resolution, provided any moneys transferred from the Rate Stabilization Account into the Revenue Account within 90 days following the end of a Fiscal Year may be designated by the Authority as Gross Revenues of such prior Fiscal Year, (3) proceeds from any use and occupancy insurance on the System, (4) Investment Earnings, and (5) other revenues received by the Authority, including Federal Direct Payments. "Gross Revenues" do not include (A) Government Grants, to the extent prohibited or restricted as to its use by the terms of the Government Grant, (B) proceeds of Bonds or other Authority debt, (C) moneys deposited to the Rate Stabilization Account from the Utility Reserve Fund, including, but not limited to, any moneys transferred from the Utility Reserve Fund to the Rate Stabilization Account within 90 days following the end of a Fiscal Year which the Authority determines not to be Gross Revenues of such prior Fiscal Year and (D) solely for purposes of Sections 5.04 ("Rates") and 6.02 ("Issuance of Additional Bonds") of the Bond Resolution, Federal Direct Payments. Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows a proposed amendment to this definition.

"Operating and Maintenance Costs" is defined in the Bond Resolution to have the meaning provided therefor in the Water Supply Contract, which includes all costs budgeted and reserves established by the Authority for operating, maintaining and securing the System, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the System; b) the general and administrative costs of the Authority related to the operation, maintenance

and security of the System; 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 System; and d) all costs incurred in obtaining and maintaining the Permits for the System, as well as any other costs or expenses of the Authority which are properly attributable as operating expenses; but does not include any costs or expenses in respect of original construction or improvement other than expenditures necessary to prevent an interruption or continuance of an interruption of service or of Gross Revenues or minor capital expenditures necessary for the proper and economical operation or maintenance of the System, or any provision for interest, depreciation, amortization or similar charges.

"System" is defined in the Bond Resolution to mean the Authority's water production, treatment and transmission facilities, as they currently exist and as they may be modified or expanded in the future from time to time, which are owned, leased, licensed, operated and/or used by the Authority to provide water.

The obligations and liabilities of the Authority Customers pursuant to the Water Supply Contract are unconditional and are an operating expense of each Authority Customer's water utility system except to the extent legally available moneys have been otherwise budgeted by an Authority Customer and legally appropriated for such purpose. Manatee County does not purchase water from the Authority at this time. See "SUMMARY OF WATER SUPPLY CONTRACT" herein and "APPENDIX B - WATER SUPPLY CONTRACT" attached hereto. See also APPENDICES E, F, G, and H attached hereto for a description of the utility systems of each Authority Customer (except Manatee County since it is not expected to purchase water from the Authority prior to 2036). Each of the Authority Customers is obligated to set water utility system rates for its respective customers at a level sufficient to pay all monies due to the Authority under the Water Supply Contract. See "SUMMARY OF WATER SUPPLY CONTRACT" herein.

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE AUTHORITY, THE AUTHORITY MEMBERS OR THE AUTHORITY CUSTOMERS AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND A PLEDGE THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NO HOLDER OF ANY BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER TO PAY SUCH BONDS, OR BE ENTITLED TO PAYMENT OF SUCH BOND FROM ANY OTHER MONEYS OF THE AUTHORITY, THE AUTHORITY MEMBERS OR THE AUTHORITY CUSTOMERS EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

Rate Covenant

For each Fiscal Year, the Authority covenanted in the Bond Resolution to fix, establish, maintain and collect such rates, fees and charges for the product, services and facilities of the System, and revise the same from time to time, whenever necessary, so as always to provide in each Fiscal Year Net Revenues equal to (A) at least 115% of the Annual Debt Service becoming due in such Fiscal Year; and (B) at least 100% of (1) any amounts required by the terms of the Bond Resolution 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 (2) any payments required to be made to DeSoto County (the "DeSoto County Payment") pursuant to the Water Supply Contract due in such Fiscal Year. County Payment means the DeSoto County Payment and such terms are interchangeable.

Such rates, fees or other charges shall not be so reduced so as to be insufficient to provide adequate Net Revenues for the purposes provided therefor by the Bond Resolution.

If, in any Fiscal Year, the Authority shall fail to comply with the requirements described above, it shall cause the Rate Consultant to review its rates, fees, charges, income, Gross Revenues, Operating and Maintenance Costs and methods of operation and to make written recommendations as to the methods by which the Authority may promptly seek to comply with such requirements. In performing its services and making its recommendations, the Rate Consultant shall specifically consider the failure of any Authority Member to pay the debt service component of its payment obligations under the Water Supply Contract. The Authority shall implement such recommendations to the extent required so as to cause it to thereafter comply with said requirements.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

Funds and Accounts

The Authority has established under the Bond Resolution the following funds and accounts:

(1) Construction Fund;
(2) Revenue Fund (and within, the Revenue Account and the Rate Stabilization Account);
(3) Operation, Maintenance and Administration Fund;
(4) Sinking Fund (and within, the Interest Account, the Principal Account, the Term Bonds Redemption Account, and the Reserve Account);
(5) Renewal and Replacement Fund;
(6) Utility Reserve Fund; and
(7) Rebate Fund.

Flow of Funds

(A) (1) Revenue Account. The Authority shall deposit promptly, as received, the Gross Revenues into the Revenue Account.

(2) Renewal and Replacement Fund. The Authority shall deposit promptly, as received, all renewal and replacement charges collected pursuant to the Water Supply Contract into the Renewal and Replacement Fund. All Government Grants shall be utilized in accordance with the terms of such Government Grant and applicable law.

(3) Operation, Maintenance and Administration Fund. Moneys in the Revenue Account shall first be used each month to deposit in the Operation, Maintenance and Administration Fund such sums as are necessary to pay Operating and Maintenance Costs for the ensuing month; provided the Authority may transfer moneys from the Revenue Account to the Operation, Maintenance and Administration Fund 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 shall establish and 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 purpose.

(B) Sinking Fund and Other Deposits. All moneys at any time on deposit in the Revenue Account after the aforementioned transfers to the Operation, Maintenance and Administration Fund shall be disposed of by the Authority on or before the 25th day of each month in the following manner and in the following order of priority:

(1) Interest Account. The Authority shall deposit or credit to the Interest Account the sum which, together with the balance in said Account, shall equal the interest on all Bonds Outstanding (except as to Capital Appreciation Bonds) accrued and unpaid and to accrue to the end of the then current calendar month. All Hedge Receipts shall be deposited directly to the Interest Account upon receipt. With respect to interest on Bonds which are subject to a Qualified Hedge Agreement, interest on such Bonds during the term of the Qualified Hedge Agreement shall be deemed to include the corresponding Hedge Payments. Moneys in the Interest Account shall be applied by the Authority (a) for deposit with the Paying Agents to pay the interest on the Bonds on or prior to the date the same shall become due and (b) for Hedge Payments. The Authority shall adjust the amount of the deposit to the Interest Account not later than a month immediately preceding any Interest Date so as to provide sufficient moneys in the Interest Account to pay the interest on the Bonds coming due on such Interest Date. No further deposit need be made to the Interest Account when the moneys therein are equal to the interest coming due on the Outstanding Bonds on the next succeeding Interest Date. With respect to debt service on any Bonds which are subject to a Qualified Hedge Agreement, any Hedge Payments due to the Qualified Hedge Agreement Counterparty relating to such Bonds, shall be paid to the Qualified Hedge Agreement Counterparty on a parity basis with the aforesaid required payments into the Sinking Fund. In computing the interest on Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest interest rate borne by such Variable Rate Bonds during the 12 month period preceding the date of calculation, and (B) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of calculation, the Bond Buyer Revenue Bond Index most recently published prior to the commencement of such calendar month.

(2) Principal Account. Commencing no later than the month which is one year prior to the first principal due date, the Authority shall next deposit into the Principal Account the sum which, together with the balance in said Account, shall equal the principal amounts on all Bonds Outstanding due and unpaid and that portion of the principal next due which would have accrued on such Bonds during the then current calendar month if such principal amounts were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding principal payment due date, or, if there be no such preceding payment due date from a date one year preceding the due date of such principal amount.

Moneys in the Principal Account shall be applied by the Authority for deposit with the Paying Agents to pay the principal of the Bonds on or prior to the date the same shall mature, and for no other purpose. Serial Capital Appreciation Bonds shall be payable from the Principal Account in the years in which such Bonds mature and monthly payments into the Principal Account on account of such Bonds shall commence in the month of the respective Bond Years in which such Bonds mature. The Authority shall adjust the amount of the deposit to the Principal Account not later than the month immediately preceding any principal payment date so as to provide sufficient moneys in the Principal Account to pay the principal on Bonds becoming due on such principal payment date. No further deposit need be made to the Principal Account when the moneys therein are equal to the principal coming due on the Outstanding Bonds on the next succeeding principal payment date.

(3) Term Bonds Redemption Account. Commencing in the month which is one year prior to the first Sinking Fund Installment due date, there shall be deposited to the Term Bonds Redemption Account the sum which, together with the balance in such Account, shall equal the Sinking Fund Installments on all Bonds Outstanding due and unpaid and that portion of the Sinking Fund Installments of all Bonds Outstanding next due which would have accrued on such Bonds during the then current calendar month if such Sinking Fund Installments were deemed to accrue monthly (assuming that a year consists of 12 equivalent calendar months having 30 days each) in equal amounts from the next preceding Sinking Fund Installment due date, or, if there is no such preceding Sinking Fund Installment due date, from a date one year preceding the due date of such Sinking Fund Installment. Moneys in the Term Bonds Redemption Account shall be used to purchase or redeem Term Bonds in the manner provided below, and for no other purpose. The Authority shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment Date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account.

Amounts accumulated in the Term Bonds Redemption Account with respect to any Sinking Fund Installment (together with amounts accumulated in the Interest Account with respect to interest, if any, on the Term Bonds for which such Sinking Fund Installment was established) may be applied by the Authority, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, (a) to the purchase of Term Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (b) to the redemption at the applicable Redemption Prices of such Term Bonds, if then redeemable by their terms. Amounts in the Term Bonds Redemption Account which are used to redeem Term Bonds shall be credited against the next succeeding Amortization Installment which shall become due on such Term Bonds. The applicable Redemption Price (or principal amount of maturing Term Bonds) of any Term Bonds so purchased or redeemed shall be deemed to constitute part of the Term Bonds Redemption Account until such Sinking Fund Installment date, for the purposes of calculating the amount of such Account. As soon as practicable after the 60th day preceding the due date of any such Sinking Fund Installment, the Authority shall proceed to call for redemption on such due date, by causing notice to be given as provided in the Bond Resolution, Term Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of Term Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Authority shall pay out of the Term Bonds Redemption Account and the Interest Account to the appropriate Paying Agents, on or before the

day preceding such redemption date (or maturity date), the amount required for the redemption (or for the payment of such Term Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment). All expenses in connection with the purchase or redemption of Term Bonds shall be paid by the Authority from the Operation, Maintenance and Administration Fund.

(4) Reserve Account. There shall be deposited to the Reserve Account an amount which would enable the Authority to restore the funds on deposit in the Reserve Account to an amount equal to the Reserve Account Requirement applicable thereto. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by decreased market value or withdrawal (whether from cash or a Reserve Account Insurance Policy or Reserve Account Letter of Credit). On or prior to each principal payment date and Interest Date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Reserve Account shall be applied by the Authority to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds to the extent moneys in the Interest Account, the Principal Account and the Term Bonds Redemption Account shall be insufficient for such purpose, but only to the extent the moneys transferred from the Utility Reserve Fund for such purposes pursuant to subsection (8) below shall be inadequate to fully provide for such insufficiency. Whenever there shall be surplus moneys in the Reserve Account by reason of a decrease in the Reserve Account Requirement or as a result of a deposit in the Reserve Account Letter of Credit or a Reserve Account Insurance Policy, such surplus moneys, to the extent practicable, shall be deposited by the Authority into the Utility Reserve Fund.

(5) Renewal and Replacement Fund**.** There shall be deposited to the Renewal and Replacement Fund such sums as shall be sufficient to pay 1/12 of an amount equal to the Renewal and Replacement Fund Requirement until the amount accumulated in such Fund is equal to such Renewal and Replacement Fund Requirement; provided, however, that (a) such Renewal and Replacement Fund Requirement may be increased or decreased as the Consulting Engineers shall certify to the Authority is necessary for the purposes of the Renewal and Replacement Fund, and (b) in the event that the Consulting Engineers shall certify that the Renewal and Replacement Fund Requirement is excessive for the purposes of the Renewal and Replacement Fund such excess amount as may be on deposit therein may be transferred by the Authority from the Renewal and Replacement Fund for deposit into the Utility Reserve Fund. Deposits to the Renewal and Replacement Fund described above shall first come from the renewal and replacement charges collected pursuant to the Water Supply Contract, and thereafter from moneys in the Revenue Account. The moneys in the Renewal and Replacement Fund shall be applied by the Authority for the purpose of paying the cost of extensions, improvements or additions to, or the replacement or renewal of capital assets of, the System, or extraordinary repairs of the System; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Renewal and Replacement Fund shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund for such purpose, together with moneys available in the Reserve Account for such purpose, shall be inadequate to fully provide for such insufficiency. Moneys in the Renewal and Replacement Fund may also be transferred to the Operation,

Maintenance and Administration Fund to fund Operating and Maintenance Costs to the extent other moneys available therefor shall be insufficient for such purpose.

(6) County Payments. Gross Revenues shall next be utilized to make any County Payments required by the Water Supply Contract.

(7) Subordinated Indebtedness. Gross Revenues shall next be applied by the Authority for the payment of any debt service and other required deposits on Subordinated Indebtedness incurred by the Authority in connection with the System and in accordance with the proceedings authorizing such Subordinated Indebtedness.

(8) Utility Reserve Fund. The balance of any Gross Revenues remaining in said Revenue Account shall be deposited in the Utility Reserve Fund and applied to the payment, on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein shall be insufficient to pay the principal of and interest on the Bonds coming due. Moneys not required to meet such a deficiency shall be deposited, first, to the Reserve Account to make up any deficiency therein, and, second, to the Rebate Fund to the extent moneys are required to be on deposit therein. Thereafter, moneys in the Utility Reserve Fund may be applied for any lawful purpose relating to the System, including, but not limited to, purchase or redemption of Bonds, payment of Subordinated Indebtedness, deposit to the Rate Stabilization Account and improvements, renewals and replacements to the System; provided, however, that none of such moneys shall ever be used for the purposes provided in this subsection unless all payments required in the subsections above, including any deficiencies for prior payments, have been made in full to the date of such use.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

Rate Stabilization Account

The Authority may transfer into the Rate Stabilization Account such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate. The Authority may transfer such amounts of moneys from the Rate Stabilization Account to the Revenue Account as it deems appropriate; provided, however, that on or prior to each principal and interest payment date for the Bonds (in no event earlier than the 25th day of the month next preceding such payment date), moneys in the Rate Stabilization Account shall be applied for the payment into the Interest Account, the Principal Account and the Term Bonds Redemption Account when the moneys therein are insufficient to pay the principal of and interest on the Bonds coming due, but only to the extent moneys transferred from the Utility Reserve Fund, the Reserve Account and the Renewal and Replacement Fund for such purposes pursuant to the Bond Resolution shall be inadequate to fully provide for such insufficiency.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

No Reserve for the Series 2025 Bonds

Pursuant to the Bond Resolution, the Authority has established the "Series 2025 Subaccount" of the Reserve Account to secure the Series 2025 Bonds and no other series of Bonds. The Reserve Account Requirement (the "2025 Reserve Account Requirement") applicable to the Series 2025 Bonds shall equal $0, which means that the Series 2025 Bonds are not secured by any amounts which may be deposited in the Reserve Account or any subaccounts created therein.

Additional Bonds

No Additional Bonds, payable on a parity with the Bonds then Outstanding pursuant to the Bond Resolution, shall be issued except upon the conditions and in the manner herein in the Bond Resolution. The Authority may issue one or more Series of Additional Bonds for any one or more of the following purposes: (i) financing the Cost of a Project, or the completion thereof, or (ii) refunding any or all Outstanding Bonds or of any Subordinated Indebtedness of the Authority. No such Additional Bonds shall be issued unless the following conditions are complied with:

(A) Except in the case of Additional Bonds issued for the purpose of refunding Outstanding Bonds, the Authority shall certify that it is current in all deposits into the various funds, accounts and subaccounts established in the Bond Resolution and all payments theretofore required to have been deposited or made by it under the provisions of the Bond Resolution have been deposited or made and it has complied with the covenants and agreements of the Bond Resolution.

(B) There shall have been filed with the Authority (1) a certificate of the Executive Director demonstrating that the requirements of the Bond Resolution relating to the rate covenant were met in the last complete Fiscal Year for which the audited financial statements of the Authority are available; and (2) a report of the Rate Consultant setting forth for each of the three Fiscal Years following the Fiscal Year in which the Authorized Issuer Officer estimates the completion of the Project to be financed by such Additional Bonds (a) estimates of Gross Revenues to be received by the Authority from the System including the Project to be financed with the Additional Bonds; (b) estimates of Operating and Maintenance Costs for such Fiscal Years; (c) the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued; and (d) that Net Revenues will be sufficient to pay 115% of the Maximum Annual Debt Service including the Additional Bonds then proposed to be issued in each such Fiscal Year and 100% of (i) any amounts required by the terms of the Bond Resolution to be deposited in the Reserve Account or with the issuer of any Reserve Account Letter of Credit or Reserve Account Insurance Policy, and (ii) any County Payments due in such Fiscal Year.

(C) With respect to Additional Bonds that are issued to complete a Project, the Authorized Issuer Officer shall have filed with the Authority certificate demonstrating that the proceeds of such Additional Bonds to be issued (net of issuance costs and any discounts) will be not more than 10% of the original Cost of such Project for the completion of which such Additional Bonds are then being issued. If the Authorized Issuer Officer files such certificate with the Authority, the conditions of (B) above shall not apply to the issuance of such Additional Bonds. If Additional Bonds are issued to complete a Project and the proceeds of such Additional Bonds (net of issuance costs and any discounts) are greater than 10% of the original cost of such Project, the Authority may issue such Bonds provided the conditions of (B) above are satisfied.

(D) For the purpose of determining the Debt Service under this section, the interest rate on additional parity Variable Rate Bonds then proposed to be issued shall be deemed to be the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(E) For the purpose of determining the Debt Service under this section, the interest rate on Outstanding Variable Rate Bonds shall be deemed to be (1) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the date of sale of such Additional Bonds, the highest interest rate borne by such Variable Rate Bonds during the 12-month period preceding the date of sale of such Additional Bonds, or (2) if such Variable Rate Bonds have not been Outstanding for at least 24 months prior to the date of sale of such Additional Bonds, the Bond Buyer Revenue Bond Index most recently published prior to the sale of such Additional Bonds.

(F) Additional Bonds shall be deemed to have been issued pursuant to the Bond Resolution the same as the Outstanding Bonds, and all of the other covenants and other provisions of the Bond Resolution (except as to details of such Additional Bonds inconsistent therewith) shall be for the equal benefit, protection and security of the Holders of all Bonds issued pursuant to the Bond Resolution. Except as provided in the Bond Resolution, all Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Pledged Funds and their sources and security for payment therefrom without preference of any Bonds over any other.

(G) In the event any Additional Bonds are issued for the purpose of refunding any Bonds then Outstanding, the conditions of subsection (B) above shall not apply, provided that the issuance of such Additional Bonds shall not result in an increase in Maximum Annual Debt Service. The conditions of subsection (B) above shall apply to Additional Bonds issued to refund Subordinated Indebtedness and to Additional Bonds issued for refunding purposes which cannot meet the conditions of this paragraph.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions, including adding a provision for accession of Subordinated Indebtedness to parity status with the Bonds.

Outstanding Subordinated Indebtedness

The Authority has pledged and created a subordinate lien on Net Revenues in connection with its outstanding not to exceed $10,000,000 Series 2019 Non-Revolving Line of Credit with PNC Bank, National Association issued on October 1, 2019, and amended and restated on October 1, 2024 (the "Subordinate Line of Credit"). Interest on the Subordinate Line of Credit is variable, currently calculated at a rate of 79% of Secured Overnight Financing Rate ("SOFR") plus 0.44% with a maturity date of September 30, 2025. As of April 30, 2025, the Authority has approximately $1.0 million outstanding. The Authority anticipates fully repaying and terminating the Subordinate Line of Credit on September 30, 2025.

Additionally, the Authority has pledged and created a subordinate lien on Net Revenues in connection with its outstanding $2,000,000 Utility System Subordinate Taxable Revenue Note, Series 2019 with PNC Bank, National Association (the "Series 2019 Subordinate Note"). The Series 2019 Subordinate Note has a final maturity date of October 1, 2028 and bears interest at a rate equal to 3.362%.

Other Covenants

The Authority has made several other covenants in the Bond Resolution including, but not limited to, matters relating to maintaining books and records, completing annual audits, enforcing collections under the Water Supply Contract, maintaining insurance on the System, not mortgaging or selling components of the System and maintaining the System. For a more complete description of these and other covenants, see "APPENDIX A-1 - COMPOSITE OF THE BOND RESOLUTION " attached hereto.

Also, see "SUMMARY OF CERTAIN AMENDMENTS TO THE RESOLUTION" and "APPENDIX D-2 Amendments to the Resolution" attached hereto which shows proposed amendments to these provisions.

SUMMARY OF CERTAIN AMENDMENTS TO THE BOND RESOLUTION

On June 4, 2025, the Board approved a resolution approving the Amendments. "**APPENDIX A–2 Amendments to the Bond Resolution" attached hereto contains a complete blacklined description of such Amendments (insertions are indicated by bold, underlined text, and deletions are indicated by strikethrough).** The Amendments include, among other things, substantive changes to certain definitions, provisions relating to redemption, source of security, the rate covenant, flow of funds, and other covenants to improve the Authority's flexibility and clarify the Authority's rights and obligations in a manner consistent with many modern bond resolutions. **By purchasing the Series 2025 Bonds, the holders thereof shall be deemed to have provided their irrevocable written consent to the Amendments in accordance with the requirements of the Bond Resolution and waived any irregularities in connection therewith. Such Amendments are expected to be effective upon the issuance of the Series 2025 Bonds and shall be binding on all future Series 2025 Bondholders. See "SECURITY FOR THE BONDS" herein, "APPENDIX D-1 Composite of the Bond Resolution" and "APPENDIX D-2 Amendments to the Bond Resolution" attached hereto for a complete description of such Amendments.**

The most significant Amendments are described briefly below alphabetically by subject area, but the following does not describe each and every Amendment and is subject in all respects to the actual text of the amendments shown by the blacklined changes contained in "APPENDIX D-2 – Amendments to the Bond Resolution" attached hereto. Section references are to the specific section of the Bond Resolution attached hereto as APPENDIX D-1 where the particular Amendment may be found and all defined terms in the summary below shall have the definitions provided in the Bond Resolution.

Amendment & Section	**Summary**
Revised defined term "Authorized Investments"– Section 1.01	Revises the definition of "Authorized Investments" to mean any investments that may be made by the Authority under applicable law, and which are allowed under the Authority's investment policy. "Authorized Investments" may be supplemented and amended by Supplemental Resolution.
Revised defined term "Bonds" – Section 1.01	Revises the definition of "Bonds" to include all Outstanding bonds and any Subordinate Indebtedness which accedes to the status of Bonds pursuant to Section 6.04 of the Bond Resolution attached hereto as APPENDIX D-1. "Bonds" may include notes and other forms of indebtedness which meet the requirements

	of Section 6.02 of the Bond Resolution attached hereto as APPENDIX D-1.
Revised defined term "Cost" – Section 1.01	Revises the definition of "Costs" to mean (1) the Authority's cost of physical construction; (2) costs of acquisition by or for the Authority of such Project; (3) costs of land and interests therein and the cost of the Authority incidental to such acquisition; 4) the cost of any indemnity and surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Bonds and other obligations relating to the System during the period of acquisition and construction of such Project and for such period subsequent to completion as the Authority shall determine; (6) engineering, legal and other consultant fees and expenses; (7) costs and expenses of the issuance, including audits, fees and expenses of any Paying Agent, Registrar, escrow agent or depository; (8) amounts, if any, required by this Resolution to be paid into the Interest Account upon the issuance of any Series of Bonds; (9) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Authority (other than the Bonds) incurred for a Project; (10) costs of machinery, equipment and supplies and reserves required by the Authority for the commencement of operation of such Project; and (11) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles applicable to public utility systems similar to the System, and shall include reimbursement to the Authority for any such items of Cost heretofore paid by the Authority and interest on any interfund loan related thereto. Any Supplemental Resolution may provide for additional items to be included in the aforesaid Costs.
Revised defined term "Federal Direct Payments" to "Federal Subsidy Payments" – Section 1.01	Revises and renames the defined term "Federal Direct Payments" to "Federal Subsidy Payments" and removes reference to Build America Bonds by replacing it with Federal Subsidy Bonds.
Revised defined term "Government Grant" – Section 1.01	Revises the definition of "Government Grant" to include grants for or with respect to the financing of any construction, acquisition, development or costs of the System; provided, however, Government Grants shall not include any grants or contributions received by the Authority for the purpose of funding Operating and Maintenance Costs or paying Annual Debt Service on Bonds. Federal Subsidy Payments are not Government Grants for the purposes of the Bond Resolution.

Revised defined term "Gross Revenues" – Section 1.01	Revises the definition of "Gross Revenues" to exclude Government Grants, except to the extent such Government Grants may be used for payment or Operating and Maintenance Costs or payment of Annual Debt Service by the terms of the Government Grant and revises "Federal Direct Payments" to "Federal Subsidy Payments" throughout.
Revised defined term "Insurer" – Section 1.01	Revises the definition of "Insurer" to mean such Person as shall be in the business of insuring or guaranteeing the payment of principal of and interest on municipal securities and which issues a Bond Insurance Policy securing a Series of Outstanding Bonds, and any successor thereto.
Revised defined term "Reserve Account Requirement" – Section 1.01	Revises the definition of "Reserve Account Requirement" to mean as of any date of calculation for the Reserve Account or a subaccount therein, an amount equal to the lesser of (1) Maximum Annual Debt Service for all Outstanding Bonds secured thereby, (2) 125% of the average Annual Debt Service for all Outstanding Bonds secured thereby, or (3) the maximum amount of Bond Proceeds which may be deposited to the Reserve Account without subjecting the same to yield restriction under the Code, or causing interest on any of the Bonds secured thereby (other than Taxable Bonds) to be included in gross income for the purposes of federal income taxation or otherwise violating applicable provisions of the Code; provided, however, the Authority may establish hereby or by Supplemental Resolution a different Reserve Account Requirement with respect to any particular Series of Bonds pursuant to Section 4.05(B)(4) of the Bond Resolution attached hereto as APPENDIX D-1, which Reserve Account Requirement may be $0.00. In computing the Reserve Account Requirement in respect of a Series of Bonds, other than Taxable Bonds, that constitutes Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 12 months prior to the date of calculation, the highest of (i) the actual rate of interest on the date of calculation, (ii) the average interest rate borne by such Variable Rate Bonds for the 12-month period immediately preceding each date of calculation, and (iii) the Bond Buyer Revenue Bond Index most recently published prior to the time of calculation. The Reserve Account Requirement shall be calculated, and the investments on deposit in the Reserve Account shall be valued, as of September 30 of each year with respect to the next succeeding Fiscal Year. The Reserve Account Requirement in respect to a Series of Taxable Bonds that are Variable Rate Bonds shall be computed as provided by the Supplemental Resolution Authorizing such Taxable Bonds.

Privilege of Redemption – Section 3.01	Adds text by which the provisions of Article III of the Bond Resolution may also be modified pursuant to Supplemental Resolution.
Selection of Bonds to be Redeemed – Section 3.02	Adds provision that the Authority shall notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed, that the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 45 days prior to the redemption date by the Registrar and notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed the aggregate principal amount to be redeemed shall be allocated to the Sinking Fund Installments on a pro-rata basis unless the Authority, in its discretion, designates a different allocation.
Notice of Redemption – Section 3.03	Modifies the redemption procedures by deleting text by which the Registrar is required to mail, certified mail, postage prepaid, at least 35 days prior to the redemption date to the registered securities depositories and two or more nationally recognized municipal bond information services the notice of redemption. Adds text by which the Registrar is required to mail redemption notice to the Insurer or Credit Bank, if any, of any redeemed Bonds. Failure of any holder to receive any notice mailed as provided in the Bond Resolution shall not affect the proceedings for redemption of such Holder's Bonds. Notice of optional redemption of Bonds shall only be sent if the Authority reasonably determines it shall have sufficient funds to pay the Redemption Price of and interest on the Bonds called for redemption on the redemption date. Adds the provision that each notice of redemption shall additionally state: unless sufficient funds have been set aside by the Authority for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption, and any other conditions that must be satisfied prior to such redemption. Deletes text by which each further notice of redemption shall be sent by certified mail or overnight delivery service or telecopy to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services which disseminate notices of prepayment or

	redemption of obligations such as the Bonds and each further notice of redemption shall be sent to such other Person, if any, as shall be required by applicable law or regulation. The notice of redemption described above need not be given as described above if the Bonds called for redemption are registered pursuant to a book entry only system. Adds text by which the Authority may rescind the notice of redemption, and the Bonds called for redemption shall remain outstanding if certain contingent conditions provided by the Authority do not occur.
Purchase in Lieu of Optional Redemption – Section 3.06	Adds Section 3.06 attached hereto as APPENDIX D-1 which states that notwithstanding anything in the Bond Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to the Bond Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Authority, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the Redemption Price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Authority who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under the Bond Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the Redemption Price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Authority. Bonds to be purchased under the Bond Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.
Bonds not to be Indebtedness of Issuer – Section 4.01	Adds text stating that the Bonds and the obligations evidenced thereby shall not constitute a lien upon the System or any other

property of the Authority, but shall constitute a lien only on, and shall be payable solely from, the Pledged Funds.

Security for Bonds – Section 4.02

Adds text by which a Series of Bonds may be secured independently of any other Series or Bonds by not being secured in any manner by the Reserve Account as provided in the Bond Resolution or in a Supplemental Resolution.

Construction Fund – Section 4.03

Amendments provide that:

(i) The Authority shall make disbursements from the applicable account of the Construction Fund to pay Costs of the Project for which it was established, except as otherwise provided below and that the Authority shall keep records of such disbursements and payments and shall retain all the records for such period of time as required by applicable law.

(ii) Notwithstanding any of the other provisions of Section 4.03 of the Bond Resolution attached hereto as APPENDIX D-1, to the extent that other moneys are not available therefor, amounts in an account of the Construction fund shall be applied to the payment of principal and interest on Bonds.

The date of completion of the acquisition, construction, and equipping of a Project shall be documented by an Authorized Issuer Officer in the appropriate records of the Authority and promptly after the date of the completion of a Project, and after paying or making provision for the payment of all unpaid items of the Costs of such project, the Authority shall deposit in the following order of priority any balance of moneys remaining in an account in the Construction fund in (A) another account of the Construction Fund for which the Board has determined that there are insufficient moneys present to pay the Costs of the related Project, (B) the Reserve Account, the extent of a deficiency therein, and (C) such other fund or account established under the Bond Resolution as shall be determined by the Authority or for any other lawful purpose, provided the Authority has received the prior approval of Bond Counsel to the effect that such deposit shall not adversely affect the exclusion, if any, of interest on the Bonds (other than Taxable Bonds) from gross income purposes of Federal income taxation or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Authority's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds.

Disposition of Gross Revenues – Section 4.05	Amendments provide that: (i) All Hedge Receipts and Federal Subsidy Payments shall be deposited directly to the Interest Account upon receipt, any Federal Subsidy Payments deposited to the Interest Account shall be deemed to have been applied to the payment of interest on the Federal Subsidy Bonds to which such Payments relate, and except as otherwise provided by Supplemental Resolution authorizing the issuance of Variable Rate Bonds, in computing the interest on such Variable Rate Bonds which shall accrue during a calendar month, the interest rate on such Variable Rate Bonds shall be assumed to be (A) if such Variable Rate Bonds have been Outstanding for at least 24 months prior to the commencement of such calendar month, the highest average interest rate borne by such Variable Rate Bonds for any 30-day period. (ii) Term Capital Appreciation Bonds shall be payable from the Term Bonds Redemption Account in the years in which such Bonds mature and monthly payments into the Term Bonds Redemption Account on account of such Bonds shall commence in the twelfth month immediately preceding the due date of the related Sinking Fund Installments. The Authority shall adjust the amount of the deposit to the Term Bonds Redemption Account on the month immediately preceding any Sinking Fund Installment Date so as to provide sufficient moneys in the Term Bonds Redemption Account to pay the Sinking Fund Installments becoming due on such date. Payments to the Term Bonds Redemption Account shall be on parity with payments to the Principal Account. No further deposit need be made to the Term Bonds Redemption Account when the moneys therein are equal to the Sinking Fund Installments coming due on the Outstanding Bonds on the next succeeding Sinking Fund Installment due date. All deficiencies in the Reserve Account must be made up no later than 12 months from the date such deficiency first occurred, whether such shortfall was caused by an increase in the applicable Reserve Account Requirement, a decrease in the aggregate market value of the investments therein of more than 5% or withdrawal.
Annual Budget – Section 5.03	Modifies the requirement for the preliminary budget for each Fiscal Year so that it may be approved by Rate Consultants. Adds an additional requirement that the Authority makes available Annual Budgets, amended Annual Budgets and all resolutions authorizing increased expenditures for Operating Expenses to any Credit Bank or Insurer of Bonds who shall file

	its address with the Clerk and to any Holder of Holders of Bonds.
Rates – Section 5.04	Adds provision requiring that so long as the Authority implements recommendations from the Rate Consultant in a timely manner so that the Authority shall be in compliance with such section as of the end of the immediately succeeding Fiscal Year, and the Authority's failure to comply with this Section shall not be considered an Event of Default under the Bond Resolution.
Annual Audit – Section 5.06	Modifies the text by removing specific requirements as to what the Annual Audit must contain by providing that the Annual Audit shall be in conformity with generally accepted accounting principles as applied to governmental entities.
No Mortgage or Sale of the System – Section 5.07	Modifies the text by providing that prior to the sale, lease, or other disposition of property comprising a part of the system (1) if the amount to be received therefor is not in excess of fiver percent (5%) of the capital assets of the System, less accumulated depreciation, as reported in the Authority 's most recent Annual Comprehensive Financial Report ("ACFR"), (a) an Authorized Issuer Officer shall make a finding in writing determining that one or more of the conditions for sale, lease or disposition of property provided for in the second paragraph of this Section 5.07 have been met, and (b) if any of the property to be sold, leased or otherwise disposed of was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Authority shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other disposition will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Authority's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds; or (2) if the amount to be received from such sale, lease or other disposition of said property shall be in excess of five percent (5%) of the capital assets of the System less accumulated depreciation, as reported in the Authority 's most recent ACFR, (a) an Authorized Issuer Officer and the Consulting Engineers shall each first make a finding in writing determining that one or more of the conditions for sale, lease or other disposition of property provided for in the second paragraph of this Section 5.07 have been met, (b) the Board shall, by resolution, duly adopt, approve and concur in the findings of the Authorized Issuer Officer and the Consulting Engineers, and (c) the Authority r shall obtain an opinion of Bond Counsel to the effect that such sale, lease or other

	disposition is not in violation of the Act and will not adversely affect the federal tax exempt status of interest on the Bonds (other than Taxable Bonds) or shall not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Authority's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds. Adds a provision by which if any of the land to be sold was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Authority shall obtain an opinion of Bond Counsel to the effect that such sale will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Authority's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds. Adds a provision by which if that portion of the System was financed in whole or in part with proceeds of Bonds (other than Taxable Bonds) that remain Outstanding then the Authority shall obtain an opinion of Bond Counsel to the effect that such action will not adversely affect the federal tax exempt status of interest on such Bonds or shall not otherwise affect the status of any such Bonds issued as Federal Subsidy Bonds or the Authority's receipt of Federal Subsidy Payments with respect to said Outstanding Federal Subsidy Bonds.
Insurance – Section 5.08	Adds a provision by which property loss or damage insurance may be in an amount or amounts equal to the fair appraisal value of an insurance consultant who has a favorable reputation and experience and is qualified to survey risks and to recommend insurance coverage for Persons engaged in operation similar to the System shall recommend. Modifies the text to provide that if a damaged portion of the System is no longer necessary or useful in the operation of the System such proceeds shall, if equal or exceeding $500,000, shall be applied to the redemption or purchase of Bonds or be deposited in irrevocable trust of the payment of Bonds provided that such deposit will not otherwise affect the status of any Outstanding Bonds issued as Federal Subsidy Bonds or the Authority 's receipt of Federal Subsidy Payments with respect to any Outstanding Federal Subsidy Bonds and if such proceeds are less than $500,000, be deposited in the Revenue Fund.
Issuance of Additional Bonds – Section 6.02	Adds text by which the Authority may issue one or more Series of Additional bonds for the purpose of refinancing the Cost of

	a Project or refunding any other indebtedness of the Authority that is may lawfully refund with proceeds of the Bonds.
Accession of Subordinated Indebtedness to Parity Status with Bonds – Section 6.04	Adds Section 6.04 by which the Authority may provide for the accession of Subordinated Indebtedness to the status of complete parity with the Bonds, if (A) the Authority shall meet all the requirements imposed upon the issuance of Additional Bonds by Sections 6.02(A) and (B) hereof, assuming for purposes of said requirements, that such Subordinated Indebtedness shall be Additional Bonds, (B) the facilities financed by such Subordinated Indebtedness shall be, or become part of, the System, and (C) if such Subordinated Indebtedness will be secured in any manner by the Reserve Account or a subaccount therein, the Reserve Account, upon such accession, shall contain an amount equal to the Reserve Account Requirement in accordance with Section 4.05(B)(4) hereof. If the aforementioned conditions are satisfied, the Subordinated Indebtedness shall be deemed to have been issued pursuant to this Resolution the same as the Outstanding Bonds, and such Subordinated Indebtedness shall be considered Bonds for all purposes provided in the Bond Resolution.
Supplemental Resolution with Bondholders', Insurer's and Credit Banks' Consents – Section 8.02	Adds text by which any Supplemental Resolution which is adopted in accordance with the provisions of this Section shall also require the written consent of any Credit Bank that has provided a Credit Facility and the Insurer of any Bonds which are Outstanding at the time such Supplemental Resolution shall take effect if such Insurer and Credit Bank are not in payment default under their Bond Insurance Policy or Credit Facility, as the case may be. Adds text by which no Supplemental Resolution may be approved or adopted without the consent of all affected Bondholders. Adds text by which the Authority may adopt a Supplemental Resolution approving the amendments subject to the consents and approvals described in this Section. Adds a provision by which, notwithstanding any other provision of this Section, Holders of Bonds shall be deemed to have provided consent pursuant to this Section if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to

	have notice of, and consented to, such Supplemental Resolution and amendments. Adds a provision by which, notwithstanding any other provision of this Section, to the extent permitted by law, at the time of issuance or remarketing of Bonds under this Resolution, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Bonds, or as agent for or in lieu of Holders of the Series Bonds, may provide consent to amendments to this Resolution pursuant to this Section.
Amendment with Consent of Insurers and Credit Banks Only – Section 8.03	Modifies the text to provide that the Credit Bank providing a Credit Facility shall be considered the Holder of Bonds which it has insured or provided a Credit Facility. The consent of the Holders of such Bonds shall not be required if any such Credit Bank shall consent to the amendment and such Insurer and Credit Bank is not in default with respect to its obligations under its Bond Insurance Policy or Credit Facility. Adds text by which notwithstanding any other provision of Section 8.02, Holders of Bonds shall be deemed to have provided consent pursuant to Section 8.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments. Adds text by which notwithstanding any other provision of Section 8.02, to the extent permitted by law, at the time of issuance or remarketing of Bonds under this Resolution, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Bonds, or as agent for or in lieu of Holders of the Series Bonds, may provide consent to amendments to this Resolution pursuant to Section 8.02.
Amendments to Water Supply Contract; Release or Assignment of Water Supply Contract – Section 8.04	Deletes text by which neither the Series 2005 Bond debt service allocation for the Initial Project (REP cost allocation) nor the respective parties designated to make such payments provided in Exhibit F of the Water Supply Contract shall be amended without the prior written consent of the Insurer.
Series 2025 Bondholder Consent – Section 8.05	Adds Section 8.05 by which purchase by the initial Holders of the Series 2025 Bonds shall constitute consent to the amendments provided in the Amended and Restated

	Resolution. Consent of the initial Series 2025 Bondholders shall be binding on all future Series 2025 Bondholders and shall provide the consent required by Section 8.02 of the Existing Resolution for the amendments provided in the Amended and Restated Resolution. Notwithstanding anything in the Existing Resolution to the contrary and subject in all respects to the award of the Series 2025 Bonds in accordance with the Supplemental Resolution relating to the Series 2025 Bonds, the amendments to the Resolution provided in the Amended and Restated Resolution shall become effective only upon the consent of a majority of Bondholders required by Section 8.02 of the Existing Resolution and any other required consents. The Series 2025 Bondholders by purchasing the Series 2025 Bonds shall waive any irregularity with the provisions of Section 8.02.
Defeasance – Section 9.01	Modifies the text to include Credit Banks along with Insurers and adds text which provides that the amount of money deposited in irrevocable trust shall be verified by an independent certified public accountant or nationally recognized company that provides verification services for municipal bonds to be in such amount that the principal of and the interest on or Redemption Price thereof shall be sufficient to pay the principal, premium and interest due and to become due on said Bonds. Adds a provision by which failure to provide notice of defeasance or redemption shall not affect the Bonds being deemed to have been paid in accordance with the provisions of this Section.

The Authority currently anticipates that the effective date of the Amendments will occur simultaneously with the issuance of the Series 2025 Bonds. **[Tom, is plan to obtain PNC Bank consent before we post POS?]**

The statements contained in this Official Statement that purport to summarize provisions of the Bond Resolution contain summaries of the Bond Resolution prior to the date of issuance of the Series 2025 Bonds, and do not take into account the implementation of such Amendments.

PROSPECTIVE PURCHASERS OF THE SERIES 2024 BONDS SHOULD REVIEW ALL OF THE AMENDMENTS IN "APPENDIX D-2 – AMENDMENTS TO THE BOND RESOLUTION" ATTACHED HERETO FOR THE COMPLETE TEXT THEREOF.

The Underwriters are not providing consent to or approval of the herein described Amendments and the Authority will not deem such Amendments to have been consented to or approved by the Underwriters as a result of the Underwriters' purchase of the Series 2025 Bonds in their capacity as underwriters as defined in Section 2(a)(11) of the Securities Act of 1933, as amended.

THE SYSTEM

General Description

"System" is defined as the Authority's water production, treatment and transmission facilities, as they currently exist and as they may be modified or expanded in the future from time to time, which are owned, leased, operated and/or used by the Authority to provide potable water to Authority Customers. Over the past two decades, the Authority has successfully completed construction of new infrastructure in excess of $400 million for expanding water storage and treatment capacity and extending the Regional Transmission System ("RTS").

Service Area and Water Demands

The Authority's service area is comprised of the geographic area of the Authority's Members: Manatee, Sarasota, and DeSoto Counties and Charlotte County (but only the portion of Charlotte County within the Southwest Florida Water Management District ("SWFWMD"). The Authority currently anticipates providing water to Manatee County in 2036 based on the most recent demand projections. The Authority has one contract customer, the City of North Port (within Sarasota County). The Authority also partners with the City of Punta Gorda and the Englewood Water District ("EWD") during emergency or drought conditions through a joint Water Use Permit ("WUP"). The total service area encompasses about 2,600 square miles and has a population nearing 1,200,000; the Authority supplies water to a portion of this population, with the remaining supply provided by local municipal facilities or private wells. The Authority supplies water to an estimated 300,000 individuals, most residing in the western portion of DeSoto and coastal regions of Charlotte and Sarasota Counties including the City of North Port. The Authority Customers' current water demand on the System is approximately 31 million gallons per day ("MGD").

Raw Water Supply and Storage

The source of raw water for the System is the Peace River. The Authority operates a pump station on the Peace River in DeSoto County at the water treatment facility site. The Authority's WUP with the SWFWMD allows withdrawals of up to 258 MGD from the river at this location, although currently only 120 MGD of pumping capacity has been installed. The Peace River watershed covers about 1,800 square miles upstream of the Authority's intake on the river. Long-term average flow in the river at the Authority's intake is about 900 MGD. Quantities available for withdrawal from the river are based on flow measured upstream of the Authority intake. When flow reaches a permit-specified minimum level, the Authority is able to withdraw up to a specified percentage of the run-of-the-river. This preserves freshwater flow required to sustain the estuary downstream, while providing seasonal harvesting of high river flow for public water supply. The water is pumped and stored in an off-stream reservoir system.

The Authority utilizes four (4) pumps at the River Pumping Station (the "River Pumping Station") capable of pumping up to 120 MGD to divert water from the Peace River through a combination of dual 48-inch and 66-inch diameter raw water pipes to the Authority's off-stream reservoir system comprised of a 0.5 billion gallons ("BG") off stream in-ground reservoir and 6.0 BG off-stream above-ground reservoir (collectively, the "Reservoirs"). The Reservoirs are located on Authority-owned property and the RV Griffin Reserve in southwest Desoto County, which is a 5,820 acre site owned by SWFWMD and managed by the Authority through a permanent easement from SWFWMD.

The Authority also maintains 21 Aquifer Storage and Recovery ("ASR") wells which provide a combined storage capacity of approximately 8.0 BG. The ASR wellfield is a two-way well system whereby surplus treated water is both injected into and recovered from a confined underground aquifer. The existing 21 ASR wells are located in and around the site of the Peace River Facility, a water treatment plant owned by the Authority and located in southwest DeSoto County (the "Peace River Facility"). During periods of low flow in the Peace River and low water storage in the Reservoirs, water recovered from the ASR system is discharged into the Reservoirs system for transfer to the Peace River Facility for treatment. Surplus treated water (potable water) is injected into the ASR wells and stored in the Floridan Aquifer 500 to 900 feet below land surface during the wet season when river flows are high. The current storage condition in the off-stream reservoir system plus the ASR system is up to 14.5 BG which represents over a year of supply at the contracted average day delivery of 34.7 MGD to Authority Customers.

Treatment Facilities and Finished Water Storage

The Peace River Facility is a water treatment plant owned and operated by the Authority located in southwest DeSoto County with a current treatment capacity of 51 MGD. The Peace River Facility was originally built by General Development Utilities in the 1970s and was acquired by the Authority in 1991 (called the 1991 Facility). The 1991 Facility had a 12 MGD treatment capacity. The treatment capacity was increased through expansion of the 1991 Facility to 24 MGD through a project called the Peace River Option in 2002. Another expansion termed the Regional Expansion Program was completed in 2010 and increased the Peace River Facility treatment capacity to 48 MGD. A fourth capacity increase to 51 MGD was completed in 2015 with the 1991 Rebuild Project which included rehabilitation and re-rating the 1991 Facility. The Peace River Facility utilizes conventional surface water treatment including chemical addition, coagulation, flocculation, sedimentation, filtration and chlorination. Residual material produced by the treatment process is mechanically dewatered and the dried residual is hauled to the Charlotte County landfill for cover material. Backwash water from the filtration process is recycled to the Reservoirs and blended with the raw water.

Treated water is stored in above ground storage tanks which have a current capacity of 12 million gallons ("MG") for transmission to Authority Customers. Excess treated water, when available, is used to recharge the 21 ASR wells. The Peace River Facility is equipped with emergency generator capacity sufficient to ensure full continuity of supply operations during power outages. Support facilities include an operations building and water quality laboratory, maintenance office and warehouse, chemical storage and feed systems, supervisory control and data system, flow measurement, electrical systems, and emergency power equipment. A Water Quality Laboratory and Training Facility was also constructed at the Peace River Facility site in 2016, and a new maintenance office building and warehouse were completed in 2020.

Regional Transmission System

Finished water is distributed to the Authority's Customers through the Regional Transmission Systems ("RTS") listed below. The RTS is an 86-mile pipe network, with an additional 13 miles of regional transmission pipelines currently being installed. The RTS also includes three (3) remote booster pumping stations with a combined capacity of 24.5 MGD and three (3) remote finished water storage tanks with a total capacity of 11 MG. The RTS components are summarized below:

Pipeline	Diameter (in)	Length (miles)	In Service Since	Location	Serving
South RTM	36	7	1980	DeSoto County Charlotte County	Charlotte County DeSoto County City of North Port
Lake Suzy Transmission	12	2.4	1980	DeSoto County Charlotte County	DeSoto County Charlotte County
North RTM	42	23	2001	DeSoto County Charlotte County	Sarasota County
Kings Highway RTM	24	5	2001	DeSoto County Charlotte County	DeSoto County Charlotte County
DeSoto RTM	20	5	2006	DeSoto County	DeSoto County
Phase 3A Interconnect	48	9	2011	Sarasota County	Sarasota County
Phase 1A Interconnect	24	9	2012	Charlotte County	Charlotte County City of Punta Gorda
Phase 2 Interconnect	42	7	2012	DeSoto County Charlotte County	Charlotte County City of North Port
Phase 3B Interconnect	48	5	2021	Sarasota County	Sarasota County
Phase 1 Interconnect	24	6	2021	DeSoto County Charlotte County	DeSoto County City of Punta Gorda
Phase 3C Interconnect	42	8	2025	Sarasota County	Sarasota County

Permits

The Authority has a WUP from SWFWMD originally issued in 2019 and modified in November of 2024. The permit is for 50 years and it expires in February 2069. The Authority's WUP allows for a maximum withdrawal from the Peace River of 258 MGD and provides for the delivery of treated water to meet an annual average demand of up to 80 MGD to Authority Customers.

The Authority owns 21 ASR wells that are permitted under the Underground Injection Control ("UIC") program of the Florida Department of Environmental Protection ("FDEP"). These wells store treated water that is recovered and used when the river flows, and reservoir storage is low.

The Authority also partners with the City of Punta Gorda and the EWD during emergency or drought conditions through a joint WUP that is referred to as the Operation Flexibility WUP No. 20012926.002 from SWFWMD issued in September 2013 which expires in September 2033. This permit allows for temporary use of alternative sources interconnected to the System should the full capacity of the Peace River Facility be temporarily unable to meet demand. The Operational Flexibility WUP allows for the following withdrawals: 5 MGD annual average daily ("AAD") and 5.0 MGD peak month daily ("PMD") from Sarasota County's T. Mabry Carlton Memorial Reserve wellfield, 2.2 MGD AAD and 6.0 MGD PMD from the Punta Gorda Shell Creek Water Treatment Facility, 2.0 MGD AAD and 2.0 PMD from EWD production facilities, and 0.051 MGC AAD and 0.6 MGD PMD from the Authority's Project Prairie Well.

The Authority is in compliance with all federal, state and local laws, regulations or orders related to the operation of the System, withdrawal and use of water and drinking water quality.

Regulation

The U.S. Environmental Protection Agency ("EPA"), FDEP and SWFWMD promulgate various regulations governing the construction and operation of the System and the quality of the System's water.

The Authority is in compliance with all federal, state, regional and local laws, regulations and orders relating to the System, withdrawal and use of water and drinking water quality. The WUP is administered by SWFWMD through a permitting system pursuant to Florida Statutes and the Florida Administrative Code.

Environmental Management and Conservation

The Authority recognizes that reliable potable water supply cannot be achieved without a holistic approach that prioritizes environmental health, while meeting public drinking water needs. For this reason, the Authority continually takes measures to monitor source water quality, mitigate the environmental impact of its expansion and improvement projects, and restore wildlife habitats. The Authority's environmental management efforts include the following programs:

- Hydrobiological Monitoring Program ("HBMP") – Long-term monitoring to determine effects of Peace River withdrawals on environmental conditions in the lower Peace River and Charlotte Harbor Estuary.
- Horse Creek Stewardship Program ("HCSP") – Long-term monitoring to ensure that Mosaic Fertilizer, LLC's mining activities do not detrimentally affect the water quality, flora, and fauna in Horse Creek, a major tributary of the Peace River.
- RV Griffin Reserve & Wetlands Restoration – Conservation of nearly 6,000 acres of wetlands and wildlife habitat, which includes 1,100 acres of wetland restoration as mitigation for impacts to approximately 145 acres of wetlands impacted by the construction of the Authority's 6.0 BG off-stream reservoir.

The Authority also works with its Authority Customers and SWFWMD to educate residents concerning water conservation. The Authority's water conservation efforts include:

- Raising public awareness of water conservation urgency through news releases, radio public service announcements, and public presentations.
- Cooperating with the Friends of Peace Water non-profit organization at annual public outreach events.
- Encouraging Authority Members and/or Authority Customers to implement water conservation measures.

Operation and Maintenance of Facilities

The Peace River Facility is staffed 24 hours per day and currently operates in a series of an eight-hour shift schedule. Peace River Facility operations require a minimum of two (2) water plant operators per shift. In order to cover the current eight-hour shift schedule with a minimum of two (2) operators and have flexibility for covering vacations, holidays, and sick time, the Peace River Facility employs twelve (12) water plant operators. In addition, there are twelve (12) water plant operators, twelve (12) maintenance personnel, one (1) Operations Supervisor, one (1) Chief Operator, one (1) operations specialist, four (4) sludge technicians/utility workers, one (1) water laboratory supervisor, one (1) chemist and support staff to allow the Peace River Facility to operate effectively and reliably.

The Authority has implemented plant-wide maintenance procedures, and a Computer Maintenance Management System ("CMMS") designed to increase efficiency, maintain the Peace River Facility in a superior operating condition, and support overall asset management. The CMMS tracks

equipment lifecycles and schedules preventative and corrective maintenance. Emergency generators on-site allow the Peace River Facility to operate during power outages, allowing the Peace River Facility to continue to provide uninterrupted water service. Interconnections within the RTS, such as the 23-mile pipeline connecting the Peace River Facility to the Carlton Water Treatment Plant in Sarasota County and the Phase 1A Regional Interconnect with the City of Punta Gorda, also provide back-up supply from other interconnected production facilities thereby improving system reliability.

Long Term Planning and Major Initiatives

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 in such a manner as will give priority to reducing adverse environmental effects.

In February 2017, as part of the Authority's statutory mandate, the Board formally adopted the revised Strategic Plan as well as an updated vision statement which states that "through cooperation and collaboration the Authority and its Authority Members shall create, maintain and expand a sustainable, interconnected regional water supply system." The Strategic Plan was updated in 2021, which included four core values: Cooperation & Collaboration, Resiliency, Financial Stability & Leadership, and Water Advocacy as well as updates to specific goals and objectives associated with each core value.

As part of the Strategic Plan implementation, the Authority has initiated several large master plans and studies including the Water Quality Master Plan, the Peace River Facility Site Master Plan, and the Integrated Regional Water Master Plan 2025 **[that has an expected completion in June 2025**)] as well as collaborating with Authority Members and non-member governments on emergency planning and future water needs. In 2019, the Authority completed the collaborative effort to establish regional emergency standard operating procedures and is in the final design stage and commencing construction of the Surface Water System Expansion Project, which is an 18 MGD treatment capacity expansion of the Peace River Facility, and an additional 9.3 BG reservoir to ensure future water demands are met in a sustainable and responsible manner.

As part of the Authority's long term planning initiatives, a comprehensive five-year Capital Improvement Program ("CIP") as well as a 20-year Capital Needs Assessment ("CNA") is created and updated annually. Annual adjustments are based on changes in the needs and priorities of the region, as well as updates to scope and cost of projects as they grow closer to implementation. The CIP and CNA reflect the collective input of stakeholders and also lists funding obligations as well as grant funding opportunities associated with upcoming projects. The CIP and CNA are annually approved by the Board.

The CIP for Fiscal Years 2026-2030 and CNA for Fiscal Years 2026-2045 **[were approved by the Board in June 2025]**. The most recently approved CIP reflects an infrastructure investment of $658,788,131 comprised of $28,784,095 of water transmission projects, $618,781,536 of water supply projects and $11,222,500 of System-wide benefit projects. The most recently approved CNA, which includes the approved CIP, reflects potential infrastructure investments of $1,195,658,575 comprised of $264,889,439 of water transmission projects, $890,761,536 of water supply projects and $40,007,600 of System-wide benefit projects. Should all of the current projects come to fruition, the Authority will have completed 72 miles of additional pipeline to interconnect the region as well as adding 9.3 BG of additional storage capacity and 32 MGD of expanded treatment capacity. For purposes of the Rate Consultant Report attached hereto as Appendix J and the Capital Improvement Program and Funding Summary table below, the CIP presented

includes the Fiscal Year 2025 CIP budget and excludes certain capital projects with a lack of customer commitments or availability of external funding sources.

The Authority's most recently approved CNA includes $1,195,658,575 of projects expected to be funded with future debt, available cash resources and/or grants. Ultimately, the funding for these projects could come from future contributions to the CIP, grant funds, prepayments by Authority Customers, short-term debt, long-term debt, or some combination thereof.

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Capital Improvement Program and Funding Summary

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	Total
Capital Project Spending by Year:							
Regional Integrated Loop - Phase 2B	$45,053,659	$12,595,247	$-	$-	$-	$-	$57,648,906
Reservoir 3	27,454,473	168,913,040	108,112,636	156,477,636	-	-	460,957,785
Regional Integrated Loop - Phase 3C	15,000,000	8,400,000	-	-	-	-	23,400,000
Peace River Facility Expansion	27,674,940	69,000,000	69,958,668	46,319,556	-	-	212,953,164
Water Resources/Construction Department Building	-	500,000	3,100,000	900,000	-	-	4,500,000
Partially Treated Surface Water ASR	500,000	-	-	-	-	-	500,000
Sandhill	-	-	250,000	-	-	-	250,000
Total Capital Project Spending by Year[1]	$115,683,072	$259,408,287	$181,421,304	$203,697,192	$-	$-	$760,209,855
Sources of Funds by Year:							
Grant Proceeds	$52,776,422	$74,556,520	$37,320,717	$-	$-	$-	$164,653,659
Excess Construction Funds[2]	500,000	550,000	3,350,000	900,000	-	-	5,250,000
Future Financing Proceeds[3]	62,406,650	184,351,767	140,750,587	202,797,192	-	-	590,706,196
Total Sources of Funds by Year[4]	$115,683,072	$259,408,287	$181,421,304	$203,697,192	$-	$-	$760,209,855

[Footnotes on following page]

(1) Capital project expenditures for Fiscal Year 2025 are per the Authority's Approved Fiscal Year 2025 Budget, whereas beginning Fiscal Year 2026 capital project expenditures are per the Authority's Approved Fiscal Year 2026 Five-Year Capital Improvement Plan. Beginning in Fiscal Year 2027, differences between the Rate Consultant Report and the Authority's Approved Fiscal Year 2026 Five-Year Capital Improvement Plan reflect the uncertain timing of specific projects due to factors such as a current lack of customer commitments or availability of external funding sources. Specifically, capital expenditures included in the Authority's Approved Fiscal Year 2026 Five-Year Capital Improvement Plan but not reflected in the Rate Consultant Report include the RV Griffin Solar Array project, Regional Integrated Loop - Phase 3C Extension project, and Kings Highway Pipeline Replacement project. All feasibility and planning-related capital expenditures identified in the Authority's Approved Fiscal Year 2026 Five-Year Capital Improvement Plan are to be funded from the Authority's Customer Planning Assessment and are therefore not reflected as capital project expenditures for the purposes of the Rate Consultant Report. Additionally, the Rate Consultant Report includes the phasing of $900,000 of construction costs for the Water Resources/Construction Department Building project from Fiscal Year 2027 to Fiscal Year 2028.

(2) For this analysis, excess Construction Funds represent available cash resources for funding a portion of the Water Resources/ Construction Department Building, Partially Treated Surface Water ASR, and Sandhill projects.

(3) Including estimated proceeds from the Series 2025A Bonds and Series 2025B Bonds, as well as estimated proceeds from the proposed bond issuance planned for Fiscal Year 2026 (hereinafter referred to as the "Series 2026A Bonds"). The Series 2026A Bonds are being proposed to be issued to finance the acquisition and construction of the remaining portion of the Surface Water System Expansion Project.

(4) Total only includes requirements identified during the six-year forecast, and as such, does not reflect prior period requirements.

Source: Rate Consultant Report attached hereto as APPENDIX J.

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Historical Financial Operating Results

The following table shows the historical cash flow for the Authority for the five Fiscal Years ended September 30, 2020 through and including 2024.

	2020	2021	2022	2023[3]	2024
Gross Revenues:					
Water Sales	$31,941,419	$32,901,494	$34,753,356	$36,821,176	$41,084,162
Interest	341,225	32,949	222,396	1,231,898	1,781,835
Gross Revenue Transfer (RSF)	-	-	-	-	-
Other (Grants, Assessments)[1]	652,183	2,001,015	347,400	2,240,014	2,642,769
Total Gross Revenues	$32,934,827	$34,935,458	$35,323,152	$40,293,087	$45,508,766
Operation and Maintenance Expenses:					
Cost of Sales and Services	$16,882,050	$17,667,201	$19,667,119	$24,778,426	$24,128,602
Administration	466,511	502,566	503,228	466,333	612,321
Total Operation and Maintenance Expenses	$17,348,561	$18,169,767	$20,170,347	$25,244,759	$24,740,926
Net Revenues Available for Debt Service	$15,586,266	$16,765,691	$15,152,805	$15,048,328	$20,767,840
Outstanding Bonds Debt Service:					
Principal	$2,790,000	$2,640,000	$4,615,000	$4,815,000	$5,020,000
Interest	6,234,312	5,487,719	5,517,450	5,666,164	7,229,458
Total Outstanding Bonds Debt Service[2]	$9,024,312	$8,127,719	$10,132,450	$10,481,164	$12,249,458
Outstanding Bonds Debt Service Coverage (1.15x required)	1.73x	2.06x	1.50x	1.44x[3]	1.70x
Revenues Available After Senior Lien Debt Service	$6,561,954	$8,637,972	$5,020,355	$4,567,164	$8,518,382
Subordinate Indebtedness Debt Service					
Principal	$180,000	$190,000	$195,000	$200,000	$1,710,000
Interest	63,374	57,322	76,052	452,651	154,316
Total Subordinate Indebtedness Debt Service[2]	$243,374	$247,322	$271,052	$652,651	$1,864,316
Total Debt Service	$9,267,686	$8,375,041	$10,403,502	$10,826,879	$14,113,773
Revenues Available After Total Debt Service	$6,318,580	$8,390,650	$4,749,303	$4,221,150	$6,654,066
Total Outstanding Bonds plus Subordinate Indebtedness Debt Service Coverage (1.15x required)	1.68x	2.00x	1.46x	1.40x	1.47x
County Payments:					
Capital Component Charge for the 1991 Facility	$1,971,557	$1,971,557	$ -	$-	$ -
DeSoto County Payment	796,000	796,000	796,000	796,000	796,000
North Port Reserve Allocation	4,781	4,781	-	-	-
Total County Payments	$2,772,338	$2,772,338	$796,000	$796,000	$796,000
Total Coverage (1.00x required)	2.28x	3.03x	5.97x	5.30x	9.00x

(1) SWFWMD/EPA funds are not applicable to debt service coverage.

(2) Principal/Interest due on October 1 was paid on September 30 of prior Fiscal Year reflecting conservative presentation when compared to the provisions of the Bond Resolution.

(3) Certain figures for the Fiscal Year Ended September 30, 2023 have been adjusted from those figures shown on page 72 of the Annual Comprehensive Financial Report for Fiscal Year 2023 to conform to definitions in the Bond Resolution.

Source: Authority Finance Department

Projected Financial Operating Results

The following table shows the projected cash flow for the Authority for the five Fiscal Years ending September 30, 2025 through and including 2030.

Forecast of Net Revenues and Debt Service Coverage[1]

	Fiscal Year Ended September 30,					
	2025	2026	2027	2028	2029	2030
Gross Revenues:						
Water Sales	$46,322,586	$48,824,498	$62,899,022	$78,274,861	$98,989,464	$107,725,952
Interest[2]	40,000	40,000	856,536	887,711	953,612	1,040,339
Total Gross Revenues	$46,362,586	$48,864,498	$63,755,558	$79,162,572	$99,943,077	$108,766,290
Operation and Maintenance Expenses:						
Cost of Sales and Services	$29,129,632	$30,084,946	$31,225,464	$33,079,420	$36,333,916	$39,519,712
Administration	362,332	394,042	407,125	428,664	602,251	627,953
Total Operation and Maintenance Expenses	$29,491,964	$30,478,988	$31,632,589	$33,508,085	$36,936,167	$40,147,665
Net Revenues Available for Debt Service	$16,870,622	$18,385,509	$32,122,969	$45,654,488	$63,006,909	$68,618,625
Debt Service:						
Existing Debt Service	$10.117,800	$9,120,300	$9,109,050	$9,180,050	$11,988,100	$11,983,000
Series 2025 Bonds[3]	-	2,466,500	8,860,388	14,364,525	17,955,944	19,979,250
Series 2026A Bonds[4]	-	-	3,445,875	6,891,750	12,060,563	13,783,500
Total Debt Service[5]	$10,117,800	$11,586,800	$21,415,313	$30,436,325	$42,004,606	$45,745,750
Total Debt Service Coverage (1.15x required)	1.67x	1.59x	1.50x	1.50x	1.50x	1.50x
Revenues Available After Total Debt Service	$6,752,822	$6,798,709	$10,707,656	$15,218,163	$21,002,303	$22,872,875
County Payments:						
DeSoto County Payment	$796,000	$937,500	$1,406,250	$1,948,884	$2,197,221	$2,311,903
Total County Payments	$796,000	$937,500	$1,406,250	$1,948,884	$2,197,221	$2,311,903
County Payment Debt Service Coverage (1.00x required)	8.48x	7.25x	7.61x	7.81x	9.56x	9.89x

(1) This forecast is based on the Authority's budget for Fiscal Year 2025, and tentative budget for Fiscal Year 2026, but reflecting the issuance of the Series 2025 Bonds and planned issuance of Series 2026A Bonds. Therefore, the results of this forecast will differ from those presented in the Authority's budget for Fiscal Year 2025, and tentative budget for Fiscal Year 2026.

(2) Even though the Authority historically budgets for $40,000 of annual interest earnings on invested funds, recent interest earnings have been significantly greater. As such, future interest earnings have been normalized for the purposes of this analysis.

(3) ` Reflects the estimated debt service associated with the Series 2025 Bonds.

(4) The Series 2026A Bonds are proposed to be issued to finance acquisition and construction of the remaining portion of the Surface Water System Expansion Project. It is estimated that the Series 2026A Bonds will provide $250,000,000 of project funding (including refinancing the Series 2022 Bond) as well as fund capitalized interest and the costs of issuance from the proceeds of the Series 2026A Bonds.

(5) Principal and Interest due on October 1 to be paid on September 30 of prior Fiscal Year reflecting conservative presentation when compared to the provisions of the Bond Resolution.

Source: Rate Consultant Report attached hereto as APPENDIX J.

SUMMARY OF WATER SUPPLY CONTRACT

General

The Authority and the Authority Customers entered into the Master Water Supply Contract (as amended, the "Water Supply Contract") in 2005. The Water Supply Contract was amended by the First Amendment in 2008, to increase new water demands, as further amended by the Second Amendment in 2015, that increased regional water allocations for Sarasota County and the City of North Port, and as further amended by the Third Amendment in 2024, that (i) expands water supply facilities to meet the future water supply needs and capacity allocations of Authority Members to reflect allocation of an additional 18 MGD in new water supply capacity from the construction of the Surface Water System Expansion Project, and (ii) increase the contribution amount for each Authority Member for the DeSoto County Payment. See APPENDIX B – MASTER WATER SUPPLY CONTRACT" attached hereto for more information about the Third Amendment. The Water Supply Contract, among other items, (i) supersedes all prior water supply contracts between the Authority and the Authority Customers and creates a distribution process for the Authority's water, (ii) provides for the potable water supply needs of the Authority Customers, (iii) governs the operation, maintenance, alteration, replacement, and expansion of the System, (iv) governs the development of new water supply sources and creates a planning process for meeting future water supply demands, and (v) implements a common debt service cost for new water supply sources going forward. Set forth below is a brief summary of certain portions of the Water Supply Contract.

Term

The Water Supply Contract terminates no earlier than the date of the final maturity of the Bonds. Each Authority Customer has an option to extend the Water Supply Contract for an additional term of 35 years. The Water Supply Contract is automatically extended for a particular Authority Customer to the extent the Authority issues debt which is secured by such Authority Customer's payments thereunder and the repayment period of such debt extends past the termination date of the Water Supply Contract.

Delivery of Water

The Authority is required under the Water Supply Contract to use its best efforts to deliver water to each Authority Customer in accordance with their Water Allocations to the delivery points specified therein. The current annual average day Water Allocations totaling 34.7 MGD are set forth in the Water Supply Contract. See, Table 1 in "APPENDIX I – CONSULTING ENGINEERING REPORT" attached hereto for the Water Allocations. The annual average daily water delivery of the Authority during Fiscal Year ended September 30, 2024, was 28.47 MGD and is projected to increase to 52 MGD by 2044. Authority annual deliveries to Authority Customers for the past five (5) years are shown below.

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Average Annual Water Deliveries (MGD)

Authority Customer	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Charlotte County	11.08	11.39	11.79	12.24	12.79
Sarasota County	15.52	14.24	13.78	16.52	13.83
DeSoto County	0.54	0.69	0.69	0.74	0.96
City of North Port	1.71	2.22	2.57	1.39	0.89
Manatee County	0.00	0.00	0.00	0.00	0.00
Total	28.85	28.62	28.84	30.90	28.47

Source: Authority Finance Department

Future Water Supply Procedure

The Authority Customers can request additional water from the Authority to meet future water needs. Consequently, each Authority Customer is required each year to submit to the Authority a report no later than January 15th of each contract year, a total projected annual water demand for the next 20 years and that portion of such water demand that is requested to be supplied by the Authority. The Authority uses such projections to plan and develop new water supply sources to meet such water supply requests. The Authority Customers are required to pay the costs and the Authority is required to supply the requested additional capacity provided the request is made 7 years in advance. This process is self-correcting with each new year's demand projections by Authority Customers. Current requests for new supply from the Authority Customers in the next 9-year period are shown below:

Annual Average Daily (MGD)

Fiscal Year	Charlotte County	DeSoto County	Sarasota County	Manatee County	City of North Port	Total
2025	0	0	0	0	0	0
2026	0	0	0	0	0	0
2027	0	0	0	0	0	0
2028	0	0.295	1.500	0	0	1.795
2029	0	0.343	4.000	0	2.00	6.343
2030	0	0.384	4.000	0	2.00	6.384
2031	1.000	0.500	4.000	0	2.00	7.500
2032	2.000	1.000	4.000	0	2.00	9.000
2033	3.000	1.000	12.000	0	2.00	18.000

Source: The Authority

The Authority enters into interlocal pipeline agreements (each a "Pipeline Agreement") with Authority Customers in connection with pipeline interconnects. In connection with the Series 2025B Project, the Authority has entered into a Pipeline Agreement with Charlotte County.

[**The Authority is currently in the process of updating the Authority's Integrated Regional Water Supply Plan 2020 (HDR; July 2020) (the "2020 Plan"). The 2020 Plan showed demand projections and a need for development of new water supply capacity to meet Authority Customers' water needs**

beginning in 2030, with a total new supply development required of 16 MGD by 2040 and projection of 86 MGD in new capacity needs by 2070.] [Update of plan to come after the Authority's June Board meeting] The plan identified 137.5 MGD in potential new supply capacity projects available to meet the future water supply needs of the Authority. Requested new capacity from Authority Customers however exceeded the 2020 Regional Water Supply Plan demand projections. Customer requests showed new capacity needs of 1.8 MGD beginning in 2028, increasing to 8.4 MGD in 2031 and 27.5 MGD in new regional supply capacity needed by 2044. The Authority is in the final design and permitting phase for the Surface Water System Expansion Project, which will provide the first increment of new capacity to meet regional needs. The project includes construction of a new 9.3 BG raw water reservoir, a new river pumping station, a 24 MGD expansion of water treatment capacity and pipelines to interconnect these new facilities with existing infrastructure at the Peace River Facility site. This project is scheduled for completion in 2028 and is expected to yield 18 MGD in allocable AAD supply for Authority Customers. Additionally, the Authority recently permitted and completed testing and preliminary design for an 8 MGD AAD brackish groundwater facility at the Peace River Facility. This project is expected to be developed to supply the second increment of regional capacity, estimated to be required starting in 2036.

Excess Water Transfers

On an annual basis Authority Customers can designate excess capacity (any portion of their allocated regional capacity that they don't need for the year) to a redistribution pool. This makes water available for purchase by Authority Customers who may need more than their allocated regional capacity in a year due to issues such as protracted maintenance that reduces yield at local water facilities or unexpected increases in demand. Upon a purchase of water from the redistribution pool, the Authority Customers supplying the water to the pool receive a pro rata credit against their respective payment obligations to the Authority. Additionally, the Authority is permitted to maintain unallocated capacity of the System.

Water Rate, Default, and Other Payments

The Water Rate consists of a Base Rate Charge and a Use Rate Charge. The Base Rate Charge is levied to each Authority Customer monthly for fixed operating costs and debt service. Fixed operating costs include budgeted expenses for staffing, facilities maintenance, regulatory compliance, renewal and replacement, the charges necessary to cover certain payments due to the DeSoto County Payment. These are charged to Authority Customers based on their pro-rata capacity allocation in the Peace River Facility. The debt service portion of the Base Rate is charged based on individual Authority Customers participation in Authority-issued debt for regional projects. The Base Rate Charge is levied whether an Authority Customer takes their water allocation or not. The Use Rate Charge is based on the variable expenses of the System, which include the power and chemicals required to treat and deliver water to the Authority Customers. The Use Rate Charge is levied on the metered quantity of water delivered to an Authority Customer each month. A Conservation Rate is a charge to any Authority Customer that exceeds its AAD Water Allocation without prior arrangement to utilize water from the redistribution pool (if available). "APPENDIX M - RESOLUTION SETTING FORTH RATE SETTING METHODOLOGY" attached hereto provides additional detail on various charges for Base Rate components.

As described above, the Base Rate Charge for a particular Authority Customer includes costs which may be different for each Authority Customer to take into account the particular circumstances of an Authority Customer financing and debt service, if any. Thus, there is not a common rate charged to all Authority Customers for all cost components. Pursuant to the Water Supply Contract, all Authority

Customers pay for their allocated share of water supply project capital costs, including (i) the Peace River Option which is the expansion of the Peace River Facility from 12 MGD to 24 MGD, the addition of 12 new ASR wells and construction of the pipeline between the Peace River Facility and Carlton Water Treatment Plant, (ii) the Regional Expansion Program which is the expansion of the Peace River Facility from 24 MGD to 48 MGD, construction of a 6.0 BG off-stream reservoir, and the 20-inch RTS serving DeSoto County, and (iii) the 1991 Rebuild Project, which included rebuilding the original treatment facilities acquired by the Authority in 1991 and re-rating those facilities to increase permitted treatment capacity by 3 MGD which increased total Peace River Facility treatment capacity to 51 MGD. The Water Supply Contract further provides that management and planning costs, may be recovered from the Authority's Customers in a manner determined by the Authority's Board. It is the Authority's policy that the management and planning costs in the Authority's annual budget are allocated to each customer in proportion to their respective entity's population relative to the region's total population. For interconnect projects such as those described in the Pipeline Agreements, benefitting Authority Customers pay a customized Hydraulic Capacity Entitlement Cost.

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The table below outlines the percentage of debt service each Authority Customer is responsible for by series.[1]

Customer by %	Unrefunded Series 2015 Bonds	Series 2019 Subordinate Note[2]	Series 2020 Bonds (allocable to Prior Series 2010A Bonds)	Series 2020 Bonds (allocable to Prior Series 2010B Bonds)	Series 2020 Bonds (allocable to Prior Series 2014A Bond)	Series 2024A Bonds (allocable to Prior Series 2014B Bonds)	Series 2024B Bonds	Series 2025A Bonds	Series 2025B Bonds	Series 2025C[3] Bonds (allocable to Refunded Bonds)
Charlotte County	23.76%	36.41%	0.00%	0.00%	26.26%	26.26%	0.00%	16.7%	100.00%	23.76%
DeSoto County	7.18	6.75	1.11	0.00	0.82	0.82	0.00	5.55	0.00	7.18
Sarasota County	69.06	39.24	84.79	69.56	62.55	62.55	100.00	66.67	0.00	69.06
City of North Port	0.00	4.95	14.10	30.44	10.37	10.37	0.00	11.11	0.00	0.00
Manatee County	0.00	12.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

(1) The Authority additionally has a $100 million revolving line of credit (i.e., the Series 2022 Bond) that is expected to be amended, effective on August 1, 2025 to extend the maturity date of the Series 2022 Bond to August 2, 2027 with an interest rate as 79% of SOFR plus 38 basis points. The Series 2022 Bond is being used as interim funding for several capital improvement projects, including the Surface Water System Expansion Project which consists of the Reservoir 3 and PRF Expansion Projects, and the Regional Integrated Loop Phase 2B. A portion of the Series 2022 Bond related to the Regional Integrated Loop Phase 2B is expected to be repaid with proceeds of the Series 2025B Bonds as well as grant funding. A portion of the Series 2022 Bond related to the Surface Water System Expansion Project is expected to be repaid with proceeds of the Series 2025A Bonds, grant funding, and with proceeds of a proposed bond issuance expected to be issued in Fiscal Year 2026. See the table above entitled "Capital Improvement Program and Funding Summary" for more information about timing and amounts of such proposed bond issuance.

(2) This cost allocation is an estimate based on the Fiscal Year ended September 30, 2025 budgeted amounts: 40% derived from the Authority Member contribution and 60% derived by the capacity allocations. Manatee County pays a portion of this debt because the project financed with the Series 2019 Subordinate Note is the acquisition of the administration building which is a cost allocable to Manatee County as an Authority Member.

(3) The Series 2025C Bonds are refunding all or a portion of the Authority's Utility System Refunding Revenue Bonds, Series 2015.

Source: The Authority

See APPENDICES E, F, G and H attached hereto for a description of the utility systems of Charlotte County, DeSoto County, Sarasota County and the City of North Port.

Manatee County projections show that they may need up to 5 MGD in new water supply beginning in 2036, and the Authority is planning to meet these projected needs. While the Authority has not expended any capital to develop water supply sources for Manatee County to date, Manatee County may financially obligate itself beginning as early as 2029 as work on new supply and regional pipeline connections for Manatee County would need to be initiated to meet the 2036 supply horizon.

Each Authority Customer is required to pay the Water Rate solely from revenues received from its respective customers and each Authority Customer is obligated to maintain a water utility system operation and maintenance account to fund such payments; provided, however, that each Authority Customer may voluntarily make such payments from other legally available funds that need not be paid from the operation and maintenance account of such Authority Customer. Each Authority Customer's obligation to make payments under the Water Supply Contract does not constitute general indebtedness of such Authority Customer. 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 System shall have the right to require or compel the Authority Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under the Water Supply Contract or to compel payment from any source other than as provided therein. Each of the Authority Customers, however, is required to set water utility system rates for its respective customers at a level sufficient to pay all monies due to the Authority under the Water Supply Contract.

Monthly, each Authority Customer is required to pay the Water Rate and any applicable Conservation Rate charges. If an Authority Customer defaults on the payment of its Water Rate, each non-defaulting Authority Customer has the option to take the defaulting Authority Customer's pro-rata share (based on each Authority Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Authority Customer's Water Allocation within sixty (60) days of notice of the defaulting Authority Customer's Water Allocation from the Authority. If any of the defaulting Authority Customer's Water Allocation remains after the expiration of the sixty (60) days' notice period, then each non-defaulting Authority 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 Authority 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 Authority Customer of its payment obligation to the Authority. The Authority Customers are obligated to pay the Water Rate (except for the Water Use Charge described above) regardless of the quantity of water delivered.

Exclusivity

To date, DeSoto County is the only Authority Customer who has elected to be designated an Exclusive Provider Customer according to the Water Supply Contract and agrees not to develop any additional water supply sources beyond those currently existing (which consists of one reverse osmosis facility) unless as a joint project with the Authority. If DeSoto County meets its payment obligations under the Water Supply Contract, the Authority is required to develop and provide DeSoto County with adequate potable water to meet its future needs.

CONSULTING ENGINEERING REPORT
AND RATE CONSULTANT REPORT

The Consulting Engineering Report (the "Engineering Report"), which appears as APPENDIX I attached hereto, sets forth certain information concerning the System, capability of management, and adequacy of operations and maintenance. Such Report should be read in its entirety.

The Consulting Engineer, HDR Engineering, Inc. (the "Consulting Engineer"), has conducted numerous and varied technical engineering assignments for the Authority for more than 25 years and is familiar with the Authority's governance structure, raw water supplies, the Peace River Facility operations, and finished water storage and distribution systems. Based on the analysis and determinations presented in the Engineering Report, the Consulting Engineer has reached the following conclusions and observations:

1. The Consulting Engineer recently assisted the Authority with developing their Integrated Regional Water Supply Plan 2020 which found that the Authority's current infrastructure can meet Authority Customer demands by 2030, and outlined capital projects for water supply and distribution to meet Authority Customer demands by 2040. Since that plan was developed, COVID-19 occurred, and population increase rates began to rise in the Authority's service area. The Authority is proceeding with needed capital projects to accommodate the Authority Customers' needs with water demand expectations in a timely manner, and the Authority is in a good position to meet future demands, projected beyond 2070 as there are more than enough available water supplies for the Authority to utilize. This is demonstrated partially by the Consulting Engineer's contributions to the design of the Regional Reservoir No. 3 and Peace River Facility expansion. The 2025 Water Supply Plan which is being finalized along with previous water supply plans supports the Authority's mission of providing the region a sufficient, high quality, drinking water supply into the future. **[To be updated once plan is finalized]**

2. Since its formation in 1982, the Authority has successfully and reliably provided high-quality water to its Authority Customers through a continuous effort to meet demands, improve facilities and infrastructure, expand supply and distribution, and care for the environment. The Consulting Engineer is familiar with the Authority's governance structure and operations and finds the Authority to be a well-run utility, effectively operating their infrastructure and performing adequate maintenance and following sound practices to operate efficiently. The Authority prioritizes Authority Customer collaboration through bi-monthly professional staff meetings, annual usage reporting, annual demand projection updates, and inclusion on planning document reviews.

3. The Authority serves the region directly by meeting potable water demands, and also indirectly through conservation efforts of public education and environmental restoration. The Authority has minimized the risk of adverse impacts to stressed groundwater resources in the region through development of an environmentally sustainable surface water supply from the Peace River. This supply leverages large volume off-stream reservoir storage, use of ASR, and the harvest of seasonally available surface water resources to develop a highly reliable drinking water supply for the region.

4. The Authority is in compliance with all federal, state and local laws, regulations or orders related to the operation of the System, withdrawal and use of water and drinking water quality.

Based on the examination of Stantec Consulting Services Inc. (the "Rate Consultant"), which is attached hereto as APPENDIX J, the Rate Consultant concluded and observed the following:

1. The System is financially well managed and Authority management is capable of addressing the administrative and financial needs of the System.

2. Nothing has come to the Rate Consultant's attention, that would adversely affect the continued operating and financial condition of the System.

3. The existing and projected revenues and operating expenses, described in the Rate Consultant Report attached hereto as APPENDIX J, are reasonable based on the System's historical data, anticipated demands, and rate structure discussed therein.

4. The revenue to be generated each Fiscal Year of the forecast from October 1, 2026, through September 30, 2030, under the System's existing and projected rates, would be sufficient to: (i) pay projected operating expenses; (ii) pay the annual debt service requirements of existing indebtedness and the Series 2025 Bonds, and the Series 2026A Bonds; (iii) fund annual renewal and replacement costs and reserve requirements; and (iv) provide positive annual contributions to the Operation, Maintenance and Administration Fund.

5. Issuing the Series 2025C Bonds will reduce the Authority's current outstanding debt service requirements through Fiscal Year 2028.

6. To the extent that the issuance of additional bonds for all or a part of identified future projects is required during the forecast period, we would expect the Authority to establish adequate rates to remain in compliance with its rate covenant requirements.

7. The financial forecast in APPENDIX J indicates that, based on the information and assumptions presented therein, sufficient revenues are projected to be generated by the System to meet the System's operations and maintenance, debt service, and capital cost requirements through Fiscal Year 2030. However, there will usually be differences between the forecast and actual results, as events and circumstances often do not occur as expected, and those differences may be material.

RISK FACTORS

The future financial condition of the Authority and the System could be affected adversely by, among other things, legislation, environmental and other regulatory actions, changes in demand for services, economic conditions, demographic changes, and litigation. In addition to those items listed in the preceding sentence, some of the possible changes in the future may include, but not be limited to, the following:

1. The System is subject to regulation and control by numerous federal and state governmental agencies. Neither the Authority nor its consultants can predict future policies such agencies may adopt. The Authority may be impacted by geopolitical and security issues, including foreign policy actions taken by governments such as tariffs, sanctions, embargoes, export and import controls, and other trade restrictions, which could cause disruptions the supply chain, and, ultimately, could adversely affect

the Authority. However, the Authority Customers are obligated to pay the Water Rate (except for the Water Use Charge) regardless of the quantity of water delivered.

2. Estimates of revenues and expenses contained in this Official Statement and the realization of such estimates are subject to, among other things, future economic and other conditions which are unpredictable, and which may adversely affect such revenues and expenses, and in turn, the payment of the Series 2025 Bonds.

3. Heightened levels of inflation and the potential worsening of economic conditions, including slower growth or recession, changes to fiscal and monetary policy, tighter credit, higher interest rates and currency fluctuations, could adversely affect the Authority's finances.

4. The Authority's financial results could be, in the future, adversely affected by a national or localized outbreak of a highly contagious, epidemic or pandemic disease. Specifically, there can be no assurances that highly contagious or epidemic or pandemic diseases, will not have a material adverse impact on any of the Authority's financial position, including pension funding. As a wholesale water utility, the Authority was largely unaffected by the economic impacts of the COVID-19 pandemic. There have not been any material changes to the Authority's budgeted revenues or expenses for the current Fiscal Year and policies have been implemented to ensure the safety and welfare of the Authority staff and public. See "THE SYSTEM – Historical Financial Operating Results" and "- Projected Financial Operating Results" herein.

5. The Authority relies on a technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by the Authority will be completely successful to guard against and prevent cyber threats and attacks. The Authority has in place cybersecurity financial safeguards as well as internal electronic and media policies to mitigate the risks of malicious attacks and cybersecurity threats. The Authority has not been impacted by any cybersecurity incidents.

Additionally, during the 2022 Florida Legislative session, CS/HB 7055 was passed which requires State agencies and local governments, such as the Authority, to report all ransomware incidents and high severity level cybersecurity incidents to the Cybersecurity Operations Center ("CSOC") and the Cybercrime Office within the Florida Department of Law Enforcement as soon as possible but no later than 48 hours after discovery of the cybersecurity incident and no later than 12 hours after discovery of a ransomware incident. Local governments must also report such incidents to their respective sheriff's office. CS/HB 7055 requires State agencies to report low level cybersecurity incidents and provides that local governments may report such incidents. It also requires state agencies and local governments to submit after-action reports to FLDS following a cybersecurity or ransomware incident. CS/HB 7055 requires CSOC to notify the State Legislature of high severity level cybersecurity incidents. State agency and local government employees are required to undergo certain cybersecurity training within 30 days of employment and annually thereafter. Further, local governments are required to adopt cybersecurity standards that safeguard the local government's data, IT, and IT resources and it is illegal for any local government in the State to pay ransoms when attacked. The effective date of CS/HB 7055 was July 1, 2022.

5. The State of Florida is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, fires, and hurricanes, which could result in negative economic impacts on governmental entities such as the Authority. Such effects can be exacerbated by a longer-term

shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. Climate change, climate variability, sea level rise and associated uncertainties and risks pose complex challenges to the planning and operations of Florida's public water supply utilities. The Authority is a member of the Florida Water and Climate Alliance facilitated by the University of Florida Water Institute to develop long-term decision-making tools and resources for climate action. Infrastructure resiliency during design and expansion of the System takes into consideration potential impact of climate change and the occurrence of such extreme weather events to minimize damage to infrastructure including parts of the System. On August 5, 2020, the Board established a new disaster recovery reserve by transferring $500,000 from the General Fund to this new disaster recover reserve ("Disaster Recovery Reserve"). The General Fund is the primary fund for the System and fluctuates based on monthly cash flow. Utilities typically establish a target reserve balance for this type of fund to provide the ability to withstand cash-flow fluctuations due to (i) differences in timing between when expenses are paid and revenues are received, and (ii) changes in the monthly volume of cash flow due to weather and seasonal demand patterns. The Authority established the Disaster Recovery Reserve to prepare for and protect against future potential risk of natural disasters, including tropical storms or hurricanes. Prior to Hurricane Ian, the Authority had a fund balance of $1,000,000, that allowed the Authority the flexibility to begin System repairs immediately after the storm. Hurricane Ian's total damages were less than $3 million and were funded in part from such reserve and other surplus funds. The Authority pursued reimbursement from insurance and the Federal Emergency Management Agency for all or a portion of such expenses and has recovered the majority of this amount. Hurricane Ian did not have a material impact on the Authority's ability to generate water. The Authority did not have any adverse impacts from Hurricanes Helene, Idalia or Milton. At the end of Fiscal Year 2024, the Authority's Disaster Recovery Reserve fund balance was $782,034. The economic impacts resulting from such adverse extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs, however the Authority maintains adequate insurance coverages to mitigate these risks.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2025 Bonds, are expected to be applied as follows:

	Series 2025A Bonds	Series 2025B Bonds	Series 2025C Bonds	Total
SOURCES OF FUNDS				
Par Amount				
[Plus/Less] Net Original Issue [Premium/Discount]				
TOTAL SOURCES OF FUNDS				
USES OF FUNDS				
Deposit to Escrow Fund				
Deposit to Series 2025A Account of the Construction Fund				
Deposit to Series 2025B Account of the Construction Fund				
Deposit to the Interest Account[(1)]				
Costs of Issuance[(2)]				
TOTAL USES OF FUNDS				

(1) To pay capitalized interest on the Series 2025 Bonds.

(2) Includes Underwriters' discount, legal, financial, ratings, administrative and other related fees and expenses.

DEBT SERVICE REQUIREMENTS

The following table sets forth the annual debt service schedule for the Outstanding Parity Bonds and the Series 2025 Bonds.

Period Ending (October 1)	Outstanding Parity Bonds Debt Service[1]	Series 2025A Bonds			Series 2025B Bonds			Series 2025C Bonds			Total Debt Service
		Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	
2025	$11,240,050										
2026	9,120,300										
2027	9,109,050										
2028	9,180,050										
2029	11,988,100										
2030	11,983,000										
2031	11,981,700										
2032	11,980,550										
2033	11,986,400										
2034	11,983,150										
2035	11,985,300										
2036	10,041,600										
2037	9,742,600										
2038	9,154,150										
2039	9,141,750										
2040	9,122,550										
2041	2,621,350										
2042	2,616,850										
2043	2,619,100										
2044	2,617,600										
2045	2,617,350										
2046	2,618,100										
2047	2,619,600										
2048	2,616,600										
2049	2,619,100										
2050	2,621,600										
2051	2,620,400										
2052	2,620,800										
2053	2,617,600										
2054	2,620,800										
2055											
TOTAL	$206,407,150										

[1] The Outstanding Parity Bonds Debt Service excludes the Series 2022 Bond, a parity variable rate tax-exempt revolving line of credit, that will be refinanced with the Series 2025A Bonds, the Series 2025B Bonds and future debt. Interest on the Series 2022 Bond is intended to be paid from draws on the Series 2022 Bond going forward. The Series 2022 Bond has a maturity date of August 2, 2027. See "Total Debt Service" in the table in "THE SYSTEM – Projected Financial Operating Results" for a description of the increase in debt service taking into account the issuance of future Additional Bonds to, amongst other uses, permanently refinance the Series 2022 Bond on a long-term basis. The Refunded Bonds are not included.

PENSION PLAN

General Information about the Florida Retirement System

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program (DROP) under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the Authority are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in The Florida Legislature passed HB 7073 during its 2024 session which will go into effect on July 1, 2024, if and when the Governor signs the bill into law or it becomes law without the Governor's signature. detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost sharing, multiple employer defined-benefit plans and other nonintegrated programs. An annual comprehensive financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Website (www.dms.myflorida.com).

At September 30, 2024, the Authority reported a payable of $58,420 for the outstanding amount of contributions to the FRS Pension Plan (FRS Plan), required for the Fiscal Year ended September 30, 2024.

FRS Plan

Plan Description

The FRS Plan is a cost-sharing multiple-employer defined benefit pension plan, with a DROP for eligible employees. The general classes of membership applicable to the Authority are as follows:

- Regular Class – Members of the FRS who do not qualify for membership in the other classes.
- Senior Management Service Class (SMSC) – Members in senior management level positions.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement

benefits at age 55, if vested, or at any age after 25 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 96 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
Regular Class members initially enrolled before July 1, 2011	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or up to 31 years of service	1.63
Retirement up to age 64 or up to 32 years of service	1.65
Retirement up to age 65 or up to 33 years of service	1.68
Regular Class members initially enrolled on or after July 1, 2011	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or up to 34 years of service	1.63
Retirement up to age 67 or up to 35 years of service	1.65
Retirement up to age 68 or up to 36 years of service	1.68
Senior Management Service Class	2.00

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Contribution rates during the Authority's 2023-24 Fiscal Year were as follows:

	Year Ended June 30, 2024 Percent of Gross Salary		Year Ended June 30, 2025 Percent of Gross Salary	
Class	Employee	Employer	Employee	Employer
FRS, Regular	3.00	11.51	3.00	11.57
FRS, Senior Management Services	3.00	32.46	3.00	32.46
DROP – Applicable to Members from All of the Above Classes	0.00	19.13	0.00	19.13
FRS, Reemployment Retiree	(1)	(1)	(1)	(1)

Note: (1) Contribution rates are dependent upon retirement class in which reemployed.

The Authority's contributions (employer only) to the Plan totaled $575,922 for the fiscal year ended September 30, 2024. This excludes the HIS defined benefit pension plan contributions.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2024, the Authority reported a liability of $3,840,766 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Authority's proportionate share of the net pension liability was based on the Authority's 2023-24 fiscal year contributions relative to the 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the Authority's proportion was 0.00992838436%, which was an decrease of 0.00019473582% from its proportion measured as of June 30, 2023.

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For the year ended September 30, 2024, the Authority recognized pension expense of $706,932 related to the Plan. At September 30, 2024, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer Contributions after Measurement Date	$129,249	$0
Difference Between Expected and Actual Experience	388,020	0
Changes in Actuarial Assumptions	526,412	0
Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions	290,277	50,311
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	0	255,277
Total	$1,333,908	$305,588

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

The deferred outflows of resources related to pensions, totaling $129,249, resulting from Authority contributions subsequent to the measurement date but prior to the end of the reporting period will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30	Amount
2025	62,056
2026	721,364
2027	82,142
2028	2,199
2029	31,310
Total	$899,071

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

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Actuarial Assumptions

The total pension liability in the July 1, 2024, actuarial valuation was determined using the individual entry age cost method, and the following actuarial assumptions:

Inflation	2.40%
Salary Increases	3.25% average, including inflation
Discount Rate	6.70%
Long-term Expected Rate of Return	
Net of Investment Expense	6.70%
Municipal Bond Index	N/A

Mortality rates were based on the PUB-2010 base table which varies by member category and sex, projected generationally with Scale MP-2021 details in July 1, 2024 valuation report. The actuarial assumptions used in the July 1, 2024 valuation were based on the results of an actuarial experience study for the period July 1, 2018 through June 30, 2023.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.3%	3.3%	1.1%
Fixed Income	29.0	5.7	5.6	3.9
Global Equity	45.0	8.6	7.0	18.2
Real Estate	12.0	8.1	6.8	16.6
Private Equity	11.0	12.4	8.8	28.4
Strategic Investments	2.0	6.6	6.2	8.7
Totals	100.0%			
Assumed Inflation - Mean			2.4%	1.5%

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

Discount Rate

The discount rate used to measure the total pension liability was 6.70%. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The discount rate was 6.70% in the July 1, 2023 valuation.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 6.70%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.70%) or 1-percentage-point higher (7.70%) than the current rate:

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
Authority's Proportionate Share of the Net Pension Liability	$6,755,773	$3,840,766	$1,398,829

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

Pension Plan Fiduciary Net Position

Detailed information about the Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

Health Insurance Subsidy Pension Program

Plan Description

The HIS Pension Plan (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided

Effective July 1, 2023, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $7.50. The minimum payment was $45 and the maximum payment was $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the Plan fiscal years ended June 30, 2024 and 2023, the contribution rate was 2% of payroll pursuant to Section 112.363, Florida Statutes. The Authority contributed 100% of its statutorily required contributions for the current and all preceding years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to

annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The Authority's contributions to the HIS Plan totaled $89,531 for the fiscal year ended September 30, 2024.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2024, the Authority reported a net pension liability of $1,533,177 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2024. The Authority's proportionate share of the net pension liability was based on the Authority's 2023-24 fiscal year contributions relative to the total 2023-24 fiscal year contributions of all participating members. At June 30, 2024, the Authority's proportionate share was 0.0102205144%, which was an increase of 0.0000511103% from its proportionate share measured as of June 30, 2023.

For the fiscal year ended September 30, 2024, the Authority recognized pension expense of $93,374 related to the HIS Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer Contributions after Measurement Date	$20,589	$0
Differences Between Expected and Actual Economic Experience	14,804	2,944
Changes in Actuarial Assumptions	27,134	181,508
Changes in Proportion and Differences Between Authority Contributions and Proportionate Share of Contributions	68,655	7,050
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	0	554
Total	$131,179	$192,056

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

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The deferred outflows of resources related to pensions, totaling $20,586, resulting from Authority contributions to the HIS Plan subsequent to the measurement date but prior to the end of the reporting period will be recognized as a reduction of the net pension liability in the subsequent fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30	Amount
2024	$2,858
2025	(9,962)
2026	(33,412)
2027	(23,820)
2028	(13,095)
Thereafter	(4,032)
Total	$(81,463)

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

Actuarial Assumptions

The total pension liability in the July 1, 2024, actuarial valuation rolled forward to the measurement date of June 30, 2024, was determined using the individual entry age cost method, and the following actuarial assumptions:

Inflation	2.40%
Salary Increases	3.5% average, with inflation
Discount Rate	3.93%
Long-term Expected Rate of Return Net of Investment Expense	N/A
Municipal Bond Index	3.93%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2021; details in July 1, 2024 valuation report.

The actuarial assumptions that determined the total pension liability as of June 30, 2024, were based on the results of an actuarial experience study of the FRS for the period of July 1, 2018 through June 30, 2023.

Discount Rate

The discount rate used to measure the total pension liability was 3.93%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor.

The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Sensitivity of the Authority's Proportionate Share of the Net Position Liability to Changes in the Discount Rate

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 3.93%, as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (2.93%) or 1-percentage-point higher (4.93%) than the current rate:

	1% Decrease (2.93%)	Current Discount Rate (3.93%)	1% Increase (4.93%)
Authority's Proportionate Share of the Net Pension Liability	$1,745,325	$1,533,177	$1,357,060

Source: Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024.

FRS - Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State Administered Systems Annual Comprehensive Financial Report.

FRS - Defined Contribution Plan

The Authority contributes to the FRS Investment Plan (Investment Plan), a defined contribution pension plan, for its eligible employees electing to participate in the Investment Plan. The Investment Plan is administered by the SBA, and is reported in the SBA's annual financial statements and in the State of Florida Annual Comprehensive Financial Report. Service retirement benefits are based upon the value of the member's account upon retirement.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined-benefit plan. Authority employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Allocations to the investment member's accounts during the 2023-24 fiscal year were as follows:

	Year Ended June 30, 2024 Percent of Gross Compensation		Year Ended June 30, 2025 Percent of Gross Compensation	
Class	Employee	Employer	Employee	Employer
FRS, Regular	3.00	8.30	3.00	8.30
FRS, Senior Management Service Class	3.00	9.67	3.00	9.67

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. Costs of administering the Investment Plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of Investment Plan members. For the fiscal year ended September 30, 2024, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the Authority.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The Authority's contributions to the Investment Plan totaled $120,596 for the Fiscal Year ended September 30, 2024. The Authority's Investment Plan pension expense totaled $120,596 for the Fiscal Year ended September 2024.

FRS – Summary of Defined Benefit Pension Plans

The aggregate amount of net pension liability, and the related deferred outflows of resources, deferred inflows of resources, and pension expense for the Authority's defined benefit pension plans are summarized below:

	Net Pension Liability	Deferred Outflows of Resources	Deferred Inflows of Resources	Pension Expense
FRS	$3,870,766	$1,333,908	$305,588	$706,932
HIS	1,533,177	131,179	192,056	93,374
Total	$5,373,943	$1,465,087	$497,644	$800,306

LEGAL MATTERS

Certain legal matters in connection with the issuance of the Series 2025 Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Series 2025 Bonds. The form of Bond Counsel opinion is

attached hereto as APPENDIX K attached hereto and reference is made to such form of opinion for the complete text thereof.

Certain legal matters will be passed upon for the Authority by Manson Bolves Donaldson Tanner, P.A., Tampa, Florida, General Counsel to the Authority, and by Bryant Miller Olive P.A., Tampa, Florida, Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by George A. Smith PLLC, Tallahassee, Florida.

Bond Counsel has not been engaged to, nor has it undertaken to, review (1) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Series 2025 Bonds; provided, however, that Bond Counsel shall render an opinion to the Underwriters of the Series 2025 Bonds (upon which only the Underwriters may rely) relating to the fairness of the presentation of certain statements contained herein under the headings "TAX MATTERS," and certain statements which summarize provisions of the Bond Resolution, the Series 2025 Bonds and the Act, and (2) the compliance with any federal or state law with regard to the sale or distribution of the Series 2025 Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the holders of the Series 2025 Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by the Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2025 Bonds will be qualified, as to enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors enacted before or after such delivery.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX K hereto, the interest on the Series 2025 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax under existing statutes, regulations, rulings and court decisions; provided, however, with respect to certain corporations, interest on the Series 2025 Bonds is taken into account in determining the annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on such corporations. Failure by the Authority to comply subsequent to the issuance of the Series 2025 Bonds with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Series 2025 Bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2025 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The Authority has covenanted in the [Bond Resolution] to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2025 Bonds for purposes of federal income taxation. In rendering its opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2025 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2025 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2025 Bonds to the Treasury of the United States of America. Noncompliance with such provisions may result in interest on the Series 2025 Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2025 Bonds. Prospective purchasers of Series 2025 Bonds should be aware that the ownership of Series 2025 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2025 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2025 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2025 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2025 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2025 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE SERIES 2025 BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD

Other Tax Matters

Interest on the Series 2025 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2025 Bonds should consult their own tax advisors as to the income tax status of interest on the Series 2025 Bonds in their particular state or local jurisdictions.

The Inflation Reduction Act, H.R. 5376 (the IRA), was passed by both houses of the U.S. Congress and was signed by the President on August 16, 2022. As enacted, the IRA includes a 15 percent alternative minimum tax to be imposed on the "adjusted financial statement income," as defined in the IRA, of certain corporations. Interest on the Series 2025 Bonds will be included in the "adjusted financial statement income" of such corporations for purposes of computing the corporate alternative minimum tax. Prospective purchasers that could be subject to this minimum tax should consult with their own tax advisors regarding the potential tax consequences of owning the Series 2025 Bonds.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2025 Bonds. In some cases, such proposals have contained provisions that altered these federal tax consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2025 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from

ownership of the Series 2025 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2025 Bonds.

Original Issue Discount

Certain of the Series 2025 Bonds (the "Discount Bonds") may be offered and sold to the public at an original issue discount, which is the excess of the principal amount of the Discount Bonds over the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which initial offering price a substantial amount of the Discount Bonds of the same maturity was sold. Original issue discount represents interest which is excluded from gross income for federal income tax purposes to the same extent as interest on the Discount Bonds. Original issue discount will accrue over the term of a Discount Bond at a constant interest rate compounded semi-annually. An initial purchaser who acquires a Discount Bond at the initial offering price thereof to the public will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bonds and will increase the adjusted basis in such Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and prepayment, sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Owners of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, prepayment or other disposition of such Discount Bonds and with respect to the state and local tax consequences of owning and disposing of such Discount Bonds.

Original Issue Premium

Certain of the Series 2025 Bonds (the "Premium Bonds") may be offered and sold to the public at an initial offering price in excess of the principal amount of such Premium Bond, which excess constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Bonds which term ends on the earlier of the maturity or call date for each Premium Bond which minimizes the yield on said Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

VERIFICATION OF ARITHMETICAL COMPUTATIONS

At the time of the delivery of the Series 2025C Bonds, Integrity Public Finance Consulting LLC, a wholly-owned subsidiary of Bryant Miller Olive P.A., as the Verification Agent, will deliver a report on the

mathematical accuracy of the computations contained in schedules provided to them and prepared by Public Resources Advisory Group, Inc. on behalf of the Authority relating to the sufficiency of the anticipated cash and maturing principal amounts and interest on Refunding Securities to pay, when due, the principal, whether at maturity or upon prior redemption, interest and call premium requirements of the Refunded Bonds.

LITIGATION

There is not now pending, or to the best of General Counsel to the Authority's knowledge after due inquiry, threatened any litigation restraining or enjoining the issuance or delivery of the Series 2025 Bonds, the refunding of the Refunded Bonds, the pledge of the Pledged Funds, or the validity of the Water Supply Contract or Pipeline Agreements, or questioning or affecting the validity of the Series 2025 Bonds, the Water Supply Contract, the Pipeline Agreements, the pledge of the Pledged Funds, or the proceedings and authority under which the Series 2025 Bonds are issued, the Pledged Funds are pledged and the Water Supply Contract and Pipeline Agreements were authorized and executed. Neither the creation, organization or existence, nor the title of the present members of the Board or other officers of the Authority to their respective offices, is being contested.

The Authority experiences routine litigation and claims incidental to the conduct of its affairs. There is no case either pending or, to the best of General Counsel to the Authority's knowledge after due inquiry, threatened against the Authority that will materially adversely affect the operations of the Authority or the ability of the Authority to meet its financial obligations, including the payment of the Series 2025 Bonds.

EXPERTS AND CONSULTANTS

The references herein to the Consulting Engineer and Rate Consultant have been approved by said firms. The Consulting Engineering Report has been included as "APPENDIX I - CONSULTING ENGINEERING REPORT" and the Rate Consultant Report has been included as "APPENDIX J - RATE CONSULTANT REPORT" attached to this Official Statement (collectively, the "Reports"). References to and excerpts herein from such Reports do not purport to be an adequate summary of such Reports or complete in all respects. Such Reports are an integral part of this Official Statement and should be read in their entirety for complete information with respect to the subjects discussed therein.

CONTINGENT FEES

The Authority has retained Bond Counsel and the Financial Advisor with respect to the authorization, sale, execution and delivery of the Series 2025 Bonds. Payment of the fees of such professionals and an underwriting discount to the Underwriters (including the fee of counsel to the Underwriters) to be paid by the Authority are each contingent upon the issuance of the Series 2025 Bonds.

DISCLOSURE PURSUANT TO SECTION 517.051, FLORIDA STATUTES

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the Authority except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC has required the disclosure of the amounts and types of defaults, any

legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the Authority, and certain additional financial information, unless the Authority believes in good faith that such information would not be considered material by a reasonable investor. The Authority is not and has not been in default on any bond issued since December 31, 1975 that would be considered material by a reasonable investor.

The Authority has not undertaken an independent review or investigation of securities for which it has served as conduit issuer. The Authority does not believe that any information about any default on such securities is appropriate and would be considered material by a reasonable investor in the Series 2025 Bonds because the Authority would not have been obligated to pay the debt service on any such securities except from payments made to it by the private companies on whose behalf such securities were issued and no funds of the Authority would have been pledged or used to pay such securities or the interest thereon.

INVESTMENT POLICY

Pursuant to Section 218.415, Florida Statutes, as amended, investment activities of governmental entities such as the Authority must be consistent with a written investment plan adopted by its governing body or, if no written plan is adopted, be consistent with alternative investment guidelines authorized by the Act. On December 6, 1995, the Authority elected to comply with the alternative investment guidelines. On January 4, 2006, the Board adopted a written investment plan, which was amended by the Board on June 7, 2023.

The Authority's investment plan authorizes the following investments:

(a) Local Government Surplus Funds Trust Fund administered by the State Board of Administration ("SBA") or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in s. 163.01.

(b) United States Government Securities which are negotiable direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States Government.

(c) United States Government Agencies that issue bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by United States agencies, provided such obligations are backed by the full faith and credit of the United States Government.

(d) Federal Instrumentalities (United States Government sponsored agencies) that issue bonds, debentures, notes, or other evidence of indebtedness issued or guaranteed by United States Government agencies which are not full faith and credit agencies are limited to the FFCB, FHLB, FNMA, FHLMC, and SLMA.

(e) Non-negotiable interest-bearing time certificates of deposit or savings accounts in banks organized under the laws of the United States, doing business and situated in the State of Florida, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statues.

(f) State of Florida and/or Florida local government taxable and tax-exempt debt, general obligation and/or revenue bonds rated at least '"Aa2" by Moody's Investors Service, Inc. ("Moody's") or "AA" by S&P Global Ratings ("S&P") for long-term debt rated at least "MIG-2" by Moody's and "SP-2" by S&P for short-term debt.

(g) Banker's Acceptances issued by a domestic bank, or a federally chartered domestic office of a foreign bank, which are eligible for purchase by the Federal Reserve System which have an unsecured, uninsured and unguaranteed obligation rating of at least "Prime-1" and "A" by Moody's and a "A-1" and "A" by S&P and ranked in the top fifty (50) United States banks in terms of total assets by the American Banker's yearly report.

(h) Commercial paper rated, at the time of purchase, must have the minimum rating listed of two of the following three nationally recognized rating agencies; "Prime-1" by Moody's, "A-1" by S&P (prime commercial paper), and "F-1" by Fitch Ratings ("Fitch").

(i) Money market mutual funds regulated by the SEC and whose portfolio consists only of domestic securities that are rated "AAm" or "AAm-G" or better by S&P or the equivalent by another rating agency.

In addition, the investment plan states that the Authority will not directly invest any funds in derivative investment products. This includes, but is not limited to, collateralized mortgage obligations, interest-only and principal-only, forwards, futures, currency and interest rate swaps, options floaters/inverse floaters, and caps/floors/collars. The Authority's investment plan limits credit and custodial risk by limiting the amount of investments which are not direct U.S. Government Obligations or in the Local Government Surplus Trust Fund. Interest rate risk is controlled by limiting the maximum length of obligations purchased.

The Authority may revise the investment policy from time to time and the policy is reviewed annually to ensure compliance under Section 218.45, Florida Statutes.

BUDGET POLICIES

The Authority has established budget policies (the "Budget Policies") for the purpose of establishing policies for reserve accounts, identifying the funds to which the policies apply and providing guidance as to how reserves are to be used and replenished. The Budget Policies were last amended in 2020. The Budget Policies includes:

(a) 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;

(b) a policy to maintain a Rate Stabilization Account, with the goal to maintain a minimum balance of $1,000,000 at the end of each Fiscal Year, that can be used to mitigate water rate increase in the Authority's annual budget, into which the Authority may transfer such moneys which are on deposit in the Utility Reserve Fund as it deems appropriate;

(c) a policy to maintain a minimum balance in the Replacement and Renewal Fund established pursuant to the Bond Resolution equal to the greater of (a) the requirements of the Bond

Resolution and (b) $2,000,000, which amount may be used for the ordinary renewal, replacement, upgrade and betterment of water supply facilities, but not capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity;

(d) a policy to budget for debt service coverage of 150% to assure compliance with the covenants contained in the Bond Resolution and maintain the highest possible credit ratings that can be achieved without compromising the mission of the Authority and meeting all contractual obligations, which debt service coverage is budgeted based on each customer's respective debt obligation;

(e) a policy to fund an operating reserve 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, which amounts 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; and

(f) a policy to fund a disaster recovery reserve to ensure funds for the recovery and continued operation during disaster situations with the goal to maintain a balance of $1,000,000 at the end of the Fiscal Year.

RATINGS

[S&P and Fitch have assigned ratings of "__" (_____) and "__" (_____) respectively, to the Series 2025 Bonds]. The ratings reflect only the views of said rating agencies and an explanation of the ratings may be obtained only from said rating agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be lowered or withdrawn entirely by the rating agencies, or any of them, if in their judgment, circumstances so warrant. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. Any such downward change in or withdrawal of any of such ratings may have an adverse effect on the market price of the Series 2025 Bonds. An explanation of the significance of the ratings can be received from the rating agencies at the following addresses: S&P Global Ratings, 25 Broadway, New York, New York 10004 and Fitch Ratings, Inc., One State Street Plaza, New York, New York 10004.

CONTINUING DISCLOSURE

The Authority and the Authority Customers (except Manatee County) have covenanted for the benefit of the Series 2025 Bondholders to provide certain financial information and operating data relating to the Authority, the Authority Customers (except Manatee County) and the Series 2025 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The Authority and the Authority Customers (except Manatee County) have agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934 (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board (the "MSRB"). The Authority and the Authority Customers (except Manatee County) have agreed to file notices of certain enumerated material events, when and if they occur, with the Repository.

The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "APPENDIX L - FORM OF CONTINUING DISCLOSURE CERTIFICATES" attached hereto which includes the form of Continuing Disclosure Certificate of the Authority and the forms of the Continuing Disclosure Certificate to be delivered by the Authority Customers (except Manatee County). The Continuing Disclosure Certificates shall be executed by the Authority and the Authority Customers (except Manatee County) upon the issuance of the Series 2025 Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule. With respect to the Series 2025 Bonds, no party other than the Authority, the Authority Members or the Authority Customers (except Manatee County) are obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the Rule.

The Authority failed to timely file certain financial obligations but has since cured such late filings. Other than as described above, the Authority has complied in all material respects with its previous undertakings during the previous five years and intends to satisfy all future disclosure obligations required pursuant to the Rule. Currently, the Authority's dissemination agent is HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

DeSoto County failed to timely file its audited financial statements for each of the past five Fiscal Years, but for Fiscal Years 2020-2023, has since made curative filings. **[The audited financial statements for Fiscal Year 2024 will be filed when available.]** DeSoto County also failed to timely file certain financial obligations which has since been cured. Other than as described above, DeSoto County has complied in all material respects with its previous undertakings during the previous five years. DeSoto County's dissemination agent is HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

Sarasota County has complied in all material respects with its previous undertakings during the previous five years and intends to satisfy all future disclosure obligations required pursuant to the Rule. Sarasota County's dissemination agent is Digital Assurance Certification, L.L.C.

For Fiscal Years 2020-2023 Fiscal Years, certain financial information, operating data and financial obligations of Charlotte County were not timely filed, and such late filings have since been cured. Other than as described above, Charlotte County has complied in all material respects with its previous undertakings during the previous five years and intends to satisfy all future disclosure obligations required pursuant to the Rule.

The City of North Port inadvertently failed to timely file its audited financial statements for each of the previous five Fiscal Years but has since cured such late filings for Fiscal Years 2020-2023. **[The City of North Port will file its audited financial statement for Fiscal Year 2024, when available.]**. In addition, the City of North Port advertently failed to timely file certain financial information and operating data and for the Fiscal Years 2020 and 2024 as well as certain financial obligations, in the Fiscal Years 2020 and 2023. For Fiscal Years 2020 and 2023, the City of Nort Port has cured such late filings. **[The financial information and operating data for Fiscal Year 2024 will be filed when the audited financial statements become available.]** Other than as described above, the City of North Port has complied in all material respects with its previous undertakings during the previous five years and intends to satisfy all future disclosure obligations required pursuant to the Rule. The City of North Port's dissemination agent is Digital Assurance Certification, LLC.

UNDERWRITING

The Series 2025 Bonds are to be purchased by Raymond James & Associates, Inc., as representative for itself, PNC Capital Markets LLC and RBC Capital Markets, LLC (collectively, the "Underwriters"). The Series 2025 Bonds are being purchased by the Underwriters at an aggregate price of $_____ (which represents the par amount of $_____ [plus/less] a [net original issue premium/discount] of $_____ and less an Underwriters' Discount of $_____).

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Underwriters' obligations are subject to certain conditions precedent, and they will be obligated to purchase all of the Series 2025 Bonds if any Series 2025 Bonds are purchased. The Series 2025 Bonds may be offered and sold to certain dealers (including dealers depositing such Series 2025 Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed from time to time by the Underwriters.

The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

PNC Capital Markets LLC, one of the Underwriters of the Series 2025 Bonds, and PNC Bank, National Association are both wholly-owned subsidiaries of PNC Financial Services Group, Inc. PNC Capital Markets LLC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has banking and financial relationships with the Authority.

RBC Capital Markets, LLC ("RBCCM"), an underwriter of the Series 2025 Bonds, has entered into a distribution arrangement with its affiliate City National Securities, Inc. ("CNS"). As part of this arrangement, RBCCM may distribute municipal securities to investors through the financial advisor network of CNS. As part of this arrangement, RBCCM may compensate CNS for its selling efforts with respect to the Series 2025 Bonds.

FINANCIAL ADVISOR

Public Resources Advisory Group, Inc., Tampa, Florida, is the Financial Advisor to the Authority with respect to the issuance and sale of the Series 2025 Bonds. The Financial Advisor has advised the

Authority as to matters relating to the planning, structuring and issuance of the Series 2025 Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement and is not obligated to review or ensure compliance with the undertaking by the Authority or the Authority Customers to provide continuing secondary market disclosure.

Public Resources Advisory Group, Inc. is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal or other public securities.

FINANCIAL STATEMENTS

The Annual Comprehensive Financial Report of the Authority for the Fiscal Year ended September 30, 2024 and audit report thereon of Purvis Gray & Company, Sarasota, Florida, are attached hereto as APPENDIX D. The Series 2025 Bonds are payable from the Pledged Funds and the Series 2025 Bonds are not secured by, or payable from, the general revenues of the Authority. The audited financial statements are presented for general informational purposes only. Such audited financial statements, including the report of the Authority's auditors, have been included in this Official Statement as public documents and the consent of Authority's auditors is not required and has not been sought to include such audited financial statements.

Sarasota County's Fiscal Year 2024 Annual Comprehensive Financial Report is publicly available and can be downloaded from https://emma.msrb.org/P11833927-P11405542-P11847444.pdf. The consent of Sarasota County's auditors has not been sought to include this reference.

Charlotte County's Fiscal Year 2024 Annual Comprehensive Financial Report is publicly available and can be downloaded from: https://emma.msrb.org/P21926482-P21472660-P21922675.pdf. The consent of Charlotte County's auditors has not been sought to include this reference.

[DeSoto County's Fiscal Year 2024 Audited Financial Statements are not yet publicly available and Fiscal Year 2023 Audited Financial statements can be downloaded from _____ The consent of Desoto County's auditors has not been sought to include this reference.]

The City of North Port's Fiscal Year 2024 Annual Comprehensive Financial Report is publicly available and can be downloaded from https://emma.msrb.org/P21926482-P21472660-P21922675.pdf. The consent of the City of North Port's auditors has not been sought to include this reference.

The obligations and liabilities of the Authority Customers pursuant to the Water Supply Contract are unconditional and are an operating expense of each Authority Customer's water utility system except to the extent legally available moneys have been otherwise budgeted by an Authority Customer and legally appropriated for such purpose and are not general obligations of such Authority Customer. Consequently, audited financial statements are available for general informational purposes only.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2025 Bonds, the security for and

the source for repayment for the Series 2025 Bonds and the rights and obligations of the holders thereof. Copies of such documents may be obtained from the Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, telephone: (941) 316-1776.

The information contained in this Official Statement has been compiled from official and other sources deemed to be reliable and is believed to be correct as of the date of the Official Statement but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by, the Underwriters.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof.

CERTIFICATE CONCERNING OFFICIAL STATEMENT

The delivery of this Official Statement has been duly authorized by the Board of the Authority. At the time of delivery of the Series 2025 Bonds, the Chairman of the Board and the Executive Director of the Authority will furnish a certificate to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the delivery of the Series 2025 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:_____
Joseph Tiseo
Chairman

By:_____
Richard Anderson
Executive Director

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

APPENDIX A-1

COMPOSITE OF THE BOND RESOLUTION

APPENDIX A-2

AMENDMENTS TO THE BOND RESOLUTION

APPENDIX B

WATER SUPPLY CONTRACT

APPENDIX C

INTERLOCAL AGREEMENT

APPENDIX D

ANNUAL COMPREHENSIVE FINANCIAL REPORT OF THE AUTHORITY FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024

APPENDIX E

WATER AND WASTEWATER SYSTEM INFORMATION FOR CHARLOTTE COUNTY, FLORIDA

THE INFORMATION CONTAINED IN THIS APPENDIX HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT THE AUTHORITY AND THE UNDERWRITERS DO NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

[CHARLOTTE COUNTY TO PROVIDE UPDATED INFORMATION TO THIS APPENDIX; INFORMATION BRACKETED WILL BE UPDATED]

Background Information

Charlotte County, Florida (the "County") presently owns and operates water and wastewater facilities within the County (the "System"). The County started providing reclaimed water within the County and surrounding areas in August 1996. The System consists of water supply and treatment facilities, wastewater treatment and disposal facilities, reclaimed water transmission systems and associated distribution and collection systems.

Utility System Infrastructure History

Since the original acquisition of facilities from General Development Utilities (GDU) in June 1991, the County has acquired:

- The Zemel Road Leachate Treatment Facility (LTF) was first permitted in 1991. The plant is owned by Charlotte County Solid Waste and operated by the Charlotte County Utilities Department ("CCU").
- In 1992, CCU established interconnects with the City of North Port at Flamingo Boulevard and Biscayne Boulevard and at Harbor Boulevard.
- CCU constructed the Walenda Water Booster Station (WBS) consisting of a 2-million-gallon (MG) ground storage tank (GST) in 1993.
- CCU started its reuse program on August 16, 1994, in mid County.
- CCU acquired Rampart Utilities in mid County in 1999, consisting of gravity collection and transmission lines serving 1,400 connections.
- CCU acquired the Five Lands Water Treatment Plant (WTP) in 1998 and decommissioned it in April 2007.
- CCU acquired Aqua-Source Utilities in west County in fall 2000, consisting of the Rotonda (Water Reclamation Facility (WRF) and gravity and low-pressure collection systems totaling 3,400 connections.
- The 24-inch transmission main and interconnect from the Peace River Facility ("PRF") along Kings Highway to the DeSoto County line was completed in 2001.
- CCU acquired Florida Water Services in mid County in 2003, consisting of a collection system that serves 3,400 sewer connections in the Deep Creek area.
- CCU acquired Florida Water Services in south County in 2003, consisting of the Burnt Store WRF and WTP and gravity sewer collection systems and pump stations in the Burnt Store area.

- The Rotonda WTP #3 was converted to a WBS in 2005.
- The Rotonda, Gulf Cove, and Golf Course WBSs were upgraded in 2007 with new chemical feed systems.
- A potable water system interconnect was established with the Englewood Water District (EWD) in 2007.
- The Gertrude WBS and GST were decommissioned in 2008.
- The reclaimed water Phase 1 expansion was completed in 2009 and included two strategically placed 0.5-MG storage tanks and pumping stations along with approximately 10 miles of 16-inch-diameter reclaimed water transmission main and 4 miles of 12-inch diameter reclaimed water transmission main.
- The reclaimed water Phase 2 expansion was completed in 2014, which included approximately 2 miles of 16-inch transmission pipe, additional storage at the West Port WRF in west County, and construction of the west County reclaimed WBS along the interconnect between the reclaimed water systems for the Rotonda and West Port WRFs.
- The reclaimed water Phase 3 expansion was completed in Fiscal Year 2020. It included Stage 5 Improvements at East Port WRF for a 95-MG reclaimed water storage pond and a 9-million-gallon-per-day (MGD) high-service pump station (HSPS) and installation of three reclaimed water transmission mains (approximately 5.5 miles of 16-inch-diameter main along Placida Road, approximately 1.5 miles of 16-inch-diameter main along Cape Haze Drive, and approximately 1 mile of 12-inch-diameter main along Rotonda Boulevard West).
- The Myakka Booster Station is at 4070 Railroad Avenue, Port Charlotte. The property includes a potable water booster station and a wastewater vacuum collection station. The station was built in 2020.

Charlotte County Utilities Department

The CCU is led by a CCU Director (the "Director"), who works under the direction of the County Administrator. The Director is responsible for the administration, development and operation of the CCU. This includes planning for water and wastewater needs; development of potable water distribution systems; development of wastewater treatment/collection systems; development of reclaimed water distribution systems; operation of the County's Water and Wastewater System; expansion of the County's existing utility service area; water conservation efforts and education programs; and communication, both internally and externally.

The CCU consists of four divisions:

1. **Administration**: includes the Director and Administrative Support staff.

2. **Business Services**: led by the Business Services Manager responsible for customer service, billing and collections, and meter services.

3. **Engineering**: led by the Engineering Design and Planning Manager and the Engineering Construction Manager, provides engineering and construction observation services to residential and commercial utility customers and includes managing the, Planning and Design group, and the Engineering Construction Services group.

4. **Operations**: overseen by two Operations Managers which are responsible for the operation and maintenance of all County-owned and operated water, wastewater and reclaimed water facilities, including treatment plants; booster pumping stations, wastewater lift stations; fire hydrants, valves and the entire water distribution and wastewater collection systems.

Financial Services are supplied by the Fiscal Services Division of the Budget & Administrative Services Department for the County and the System pays indirectly for five (5) staff, led by a Financial Manager.

Dave Watson, P.E. became the Director of the CCU in July of 2022, Mr. Watson received his BS in Engineering from Widener University and MPA from Florida Gulf Coast University. He has over 37 years of experience in planning and designing public infrastructure projects and managing Utilities and Public Works Departments.

Billings and Collections

The billing and collection function for customer accounts is the responsibility of the Business Services Manager. Meters are read, and customers are billed monthly. Meter reading for each account is processed by the CCU with the cooperation of the Information Technology Department. The bills are mailed from Florida Mail & Print and are payable to the CCU. For the benefit of its customers, the CCU offers on-line payments, pay by phone, and cash payment agent services including payment drop boxes located throughout County facilities. The customer has 20 days from the billing date to pay the bill. On the 23rd day after the bill date, the delinquent account begins to have penalties assessed. On the following business day after the 23rd day, an urgent notice is sent to the customer notifying them that if the bill is not paid by the date stipulated in the letter (5 days from date of notice), service will be discontinued. A telephone call is then made on the due date of the letter. The County liens the property for any and all outstanding balances once an account has two (2) consecutive months of non-payment. Each year the unpaid bills which are written off by the County have totaled less than 0.1% of the total revenue billed.

The Service Area

The System includes facilities to provide water, wastewater and reclaimed water services to customers located within the service areas. During Fiscal Year 2024, the System served approximately 71,722 total water service connections and 48,764 total wastewater connections. The connections consist of single- and multi- family residential, mobile homes, commercial, potable water irrigation meters, and bulk meters. Purchased or produced water in Fiscal Year 2024 averaged 13.59 million gallons per day ("MGD") with a cumulative AADF at all four wastewater treatment plants of 7.2 MGD.

The certificated water service area encompasses approximately 625 square miles. The certificated sewer area encompasses approximately 638 square miles. There is no certificated reclaimed water service area. However, the certificated service areas include a significant portion of large sparsely populated rural areas which are unserved, specifically the easternmost portion of Charlotte County. Ultimately, about 138 square miles are occupied by service infrastructure. According to the Office of Economic & Demographic Research, as of April 2024, unincorporated Charlotte County has an estimated population of 190,202 and an average household size of 2.12 persons. For planning purposes, the County established the level of service (LOS) that water and wastewater services must maintain to serve current and future needs (Charlotte 2050 Comprehensive Plan). The LOS is defined as 225 gallons per day ("GPD") per Equivalent

Residential Connection ("ERC") for water, representative of maximum daily demand plus fire flow, and 190 GPD per ERC for wastewater. As of September 2024, the System is estimated to serve approximately 86,130 water ERCs and 59,810 sewer ERCs based on the count and type of connections.

Water Systems

General. The County provides water service through two water systems: the Port Charlotte system and the Burnt Store system. The two systems are not interconnected and vary significantly in size and capacity. In Fiscal Year 2023, the Port Charlotte System averaged 12.82 MGD while the Burnt Store System averaged 0.76 MGD. Generally, the major facilities for the water systems (as applicable) include raw water withdrawal, water treatment and storage, booster pumping, and water transmission and distribution system mains.

The Port Charlotte System is a consecutive system that serves the central and western part of the County, sourcing all its water by purchasing finished water from the Peace River Manasota Regional Water Supply Authority (the "Authority") through the Water Supply Contract and wholesale Water Use Permit ("WUP"). The Authority conveys finished water to the Port Charlotte System using the Authority's RTS in water quantities up to the County's allocation of 16.1 MGD AADF, 19.32 MGD peak month average day flow, and 22.54 MGD maximum day flow. Considered intangible assets, Charlotte County is entitled to hydraulic capacity in the RTS and water allocation in an amount proportional to the County's financial investments in Authority facilities. The County currently owns hydraulic capacity entitlement in several Authority pipelines as well as the aforementioned water allocations.

The Port Charlotte System consists of six (6) water booster pumping stations with pumping capacities ranging from approximately 2,000 gallons per minute ("gpm") to 5,200 gpm (equivalent to 3 to 7.5 MGD), a total of four (4) above ground finished-water storage tanks with a combined capacity of 10.0 million gallons ("MG"), and chloramine chemical disinfection systems to maintain minimum residual chlorine within the distribution system. This system also includes one additional chemical disinfection station that does not include booster pumps or water storage. The Port Charlotte System includes five (5) metered interconnect stations that consecutively serve finished water to bulk users within Charlotte County and nine (9) emergency interconnect stations with neighboring utilities to support system redundancy and regional resilience.

The Burnt Store System is the smaller system that serves the extreme southern area of the County and is supplied by the County owned Burnt Store Water Reverse Osmosis Treatment Plant (Burnt Store RO WTP). Raw groundwater is withdrawn by five (5) Mid Hawthorne aquifer wells and one (1) Upper Hawthorne aquifer well. The Burnt Store RO WTP utilizes membrane technology to treat raw water, a degasifier system, and sodium hypochlorite disinfection system before storage or distribution to customers. The Burnt Store RO WTP has a design capacity of 3.61 MGD, including a total of five membrane treatment trains, various chemical injection systems as typically required for RO plants, and three (3) above ground finished water storage tanks with a total capacity of 1.5 MG. The Burnt Store System relies on high-service pumps at the WTP for distribution as the distribution system does not include any booster pumping stations.

The Florida Administrative Code, Section 62-555, requires that water storage capacity be at least equal to fifty percent (50%) of maximum daily flow in the System in order to be considered adequate for the purposes of (i) leveling peak hourly demands, (ii) providing water for fire hydrants while operational needs are being met, and (iii) meeting emergency situations such as line breaks, power outages and water

supply system failures. The aggregate storage capacity of the County's water facilities allows the System to adequately meet such requirements.

Water Transmission and Distribution. The water transmission and distribution system consists of two independent public water systems (PWSs). The larger system that serves the central and west portions of Charlotte County (Port Charlotte water distribution system) is supplied with water from the Authority and uses chloramines as the disinfectant. The smaller system that serves the south area of Charlotte County (Burnt Store water distribution system) is supplied by water from the CCU-owned Burnt Store RO WTP, which uses free chlorine as the disinfectant.

The System includes facilities to provide water, wastewater and reclaimed water services to customers located within the service areas. During Fiscal Year 2024, the System served approximately 71,722 total water service connections and 48,764 total wastewater connections. The connections consist of single- and multi- family residential, mobile homes, commercial, potable water irrigation meters, and bulk meters. Purchased or produced water in Fiscal Year 2024 averaged 13.59 million gallons per day ("MGD") with a cumulative AADF at all four wastewater treatment plants of 7.2 MGD.

The certificated water service area encompasses approximately 625 square miles. The certificated sewer area encompasses approximately 638 square miles. There is no certificated reclaimed water service area. However, the certificated service areas include a significant portion of large sparsely populated rural areas which are unserved, specifically the easternmost portion of Charlotte County. Ultimately, about 138 square miles are occupied by service infrastructure. According to the Office of Economic & Demographic Research, as of April 2024, unincorporated Charlotte County has an estimated population of 190,202 and an average household size of 2.12 persons. For planning purposes, the County established the level of service (LOS) that water and wastewater services must maintain to serve current and future needs (Charlotte 2050 Comprehensive Plan). The LOS is defined as 225 gallons per day ("GPD") per Equivalent Residential Connection ("ERC") for water, representative of maximum daily demand plus fire flow, and 190 GPD per ERC for wastewater. As of September 2024, the System is estimated to serve approximately 86,130 water ERCs and 59,810 sewer ERCs based on the count and type of connections.

The Port Charlotte PWS operates six water booster stations (WBSs), four ground storage tanks (GSTs) totaling 10 MG of potable water storage, one disinfection station, eight supply interconnects with the Authority, and seven emergency interconnects with neighboring water utilities. The Authority also has an additional 12 MG of storage capacity available to Authority members for emergency fire flow or for general distribution during temporary loss of treatment at the PRF. And while the Burnt Store PWS currently has no ground storage tanks, water supply interconnects or emergency interconnects with neighboring water utilities, CCU has secured "forgivable" funding through FDEP for near-term projects to construct redundant infrastructure.

Fire Hydrants. There were **5**,887 fire hydrants at the end of Fiscal Year 2024. The County has implemented both a hydrant maintenance and installation program since its acquisition of the GDU facilities in 1991.

Wastewater Systems

General. The County provides wastewater service based on the service areas of their four (4) treatment plants, referred to as wastewater reclamation facilities ("WRFs"). Generally, the major facilities of the wastewater Systems include sanitary sewer collection and transmission system conveyance pipe, ,

water reclamation facilities, a state-certified laboratory, and effluent handling, which includes utilizing the reclaimed water distribution systems. Additionally, septage is periodically collected from septic tanks via hauling trucks and transported to East Port WRF for treatment.

The Charlotte County Board of Commissioners ("Board") approved the conversion of the four WRFs to advanced wastewater treatment ("AWT") to coincide with the County's One Charlotte, One Water objectives and several State of Florida water quality improvement initiatives including Senate Bill 64 (2023), the Clean Waterways Act, and House Bill 1379 (2023).

Wastewater Collection and Transmission Facilities. The wastewater collection and transmission facilities currently serve 48,764 customer accounts in four distinct collection areas. Based primarily on CCU's geographic information system (GIS), the collection system consists of approximately 395 miles of gravity sewer, 384 miles of low-pressure sewers (LPSs), 38 miles of vacuum sewer, four vacuum stations, 206 miles of force main, 310 lift stations (owned by CCU), and 8,100 manholes. Wastewater from each customer is collected and conveyed to one of four water reclamation facilities (WRFs) based on location. Additional wastewater is hauled from septic tanks throughout the County for treatment at the East Port WRF. CCU owns tanker trucks that are used to haul wastewater from septic tanks on an as-needed basis, and from lift stations and vacuum stations during emergencies. The Wastewater Collection workgroup has a maintenance program that includes condition assessment inspections by closed-circuit television (CCTV) and collection line cleaning to restore/maintain hydraulic capacity.

Water Reclamation Facilities. Wastewater treatment is currently provided by four plants, known as the East Port WRF, located in the eastern portion of Port Charlotte; the West Port WRF, located in the Gulf Cove area of the County; the Rotonda WRF, located off Kendall Road in the Rotonda Development; and the Burnt Store WRF, located along the southern border of the County on Burnt Store Road. The total permitted operating capacity of the four facilities is 9.70 MGD AADF. Each treatment facility meets reclaimed water quality standards, allowing the County to distribute effluent to public access reuse for irrigation purposes. The East Port WRF, West Port WRF, and Rotonda WRF have an interconnected reclaimed water distribution system referred to as the Master Reuse System. The Master Reuse System provides reclaimed water to primarily large users such as golf courses, county parks and sports facilities, residential developments and other commercial sites for irrigation. A summary of each facility is presented in the following subsections.

1. *East Port WRF* -- The wastewater collection and transmission facilities currently serve 48,764 customer accounts in four distinct collection areas. Based primarily on CCU's geographic information system (GIS), the collection system consists of approximately 395 miles of gravity sewer, 384 miles of low-pressure sewers (LPSs), 38 miles of vacuum sewer, four vacuum stations, 206 miles of force main, 310 lift stations (owned by CCU), and 8,100 manholes. Wastewater from each customer is collected and conveyed to one of four water reclamation facilities (WRFs) based on location. Additional wastewater is hauled from septic tanks throughout the County for treatment at the East Port WRF. CCU owns tanker trucks that are used to haul wastewater from septic tanks on an as-needed basis, and from lift stations and vacuum stations during emergencies. The Wastewater Collection workgroup has a maintenance program that includes condition assessment inspections by closed-circuit television (CCTV) and collection line cleaning to restore/maintain hydraulic capacity.

2. *West Port WRF* -- The West Port WRF is a 1.2 MGD average annual daily flow ("AADF") complex mix, activated sludge process with effluent filtration. Public access reuse and deep well injection are used for effluent disposal at the West Port WRF. There are two (2) reclaimed water storage reservoirs

located at the West Port WRF that are hydraulically connected; one is 5-MG and the other is 15-MG.. The West Port WRF provides reclaimed water to the Master Reuse System. The deep injection well has a capacity of 4.75 MGD. The West Port WRF is monitored by telemetry during off-hours by the East Port WRF operating staff. West Port WRF is currently in preliminary and final design to increase capacity to 2.5 MGD AADF and using an Aerobic Granular Sludge (AGS) process to meet AWT standards.

3. *Rotonda WRF* -- The Rotonda WRF is an activated sludge plant utilizing a membrane bioreactor (MBR) technology treatment process with a permitted treatment capacity of 2.0 MGD AADF. A 2.64-MG reclaimed water storage reservoir reuse pond and 3.0-MG above ground reclaimed water storage tank located at the Rotonda WRF, provides reclaimed water to the Master Reuse System. The Rotonda WRF also has the capability of pumping excess reclaimed water to the West Port WRF deep injection well, as needed. The Rotonda WRF is monitored by telemetry during off-hours by the East Port WRF operating staff.

4. *Burnt Store* -- The West Port WRF is a 1.2 MGD average annual daily flow ("AADF") complex mix, activated sludge process with effluent filtration. Public access reuse and deep well injection are used for effluent disposal at the West Port WRF. There are two (2) reclaimed water storage reservoirs located at the West Port WRF that are hydraulically connected; one is 5-MG and the other is 15-MG.. The West Port WRF provides reclaimed water to the Master Reuse System. The deep injection well has a capacity of 4.75 MGD. The West Port WRF is monitored by telemetry during off-hours by the East Port WRF operating staff. West Port WRF is currently in preliminary and final design to increase capacity to 2.5 MGD AADF and using an Aerobic Granular Sludge (AGS) process to meet AWT standards.

Leachate Treatment Plant (LTP). In addition to the East Port, West Port, Rotonda and Burnt Store WRF's, the County is responsible for the operation of the Leachate Treatment Plant ("LTP"), which is owned by the Charlotte County Landfill (Charlotte County Solid Waste Division). The LTP is located on Zemel Road and was placed into operation in 1993. LTP is a batch process that utilizes a combination of biological and chemical treatment to treat the leachate from the Charlotte County Landfill. Leachate is treated using biological treatment with the addition of PAC to absorb heavy metals and other toxic organics then is passed through a sand filter and stored in the effluent storage tank. The LTP relies solely on deep well injection for effluent disposal, which has a capacity of 0.461 MGD. Sludge produced by the facility is applied on the sludge drying beds and ultimately deposited on the landfill site.

Reclaimed Water Distribution System

The County distributes reclaimed water to customers in the central and western portions of the County using the Master Reuse System. The Master Reuse System is interconnected to the East Port WRF, West Port WRF, and Rotonda WRF. Each WRF includes a high-service pumping station to distribute reclaimed water through the Master Reuse System, which includes three (3) additional booster pumping stations with pumping capacities ranging from approximately 2,000 gpm to 3,000 gpm (approximately 3 to 4 MGD), equipped with sodium hypochlorite disinfection systems and a total of two (2) 0.5-MG above ground reclaimed water storage tanks, totaling a capacity of 1.0-MG. The Burnt Store WRF operates independently from the Master Reuse system and has no booster pumping stations in its reclaimed water distribution system, relying on high-service pumps at the WRF for distribution of reclaimed water supplies.

Major Recent Events Regarding the Water and Wastewater System(s)

General Operations. Major events, during Fiscal Year 2024, for general operations of the system(s) included the following:

- Conducted county-wide damage assessments, repairs, and recovery efforts in response to Hurricane Helene.
- Continued development and utilization of the county's new asset management system, Cityworks, for tracking utility assets with integrated GIS capabilities.
- A contract was awarded to Colliers Engineering & Design for Subsurface Utility Engineering (SUE) verification. The collected data will integrate with the County's GIS system and Cityworks, providing the Utility with enhanced visibility of its infrastructure to support future planning, maintenance, and informed decision-making.
- Successfully applied for two Clean Water SRF Loans under the Supplemental Appropriation for Hurricanes Fiona and Ian (SAHFI) program, securing 100% principal forgiveness:
- $11M for South County Improvements Project
- $19.8M for East Port WRF Expansion Project
- Collaborated with HDR Engineering on the $1M Florida Commerce Resiliency and Modernization Grant to identify vulnerabilities and implement adaptive and mitigation projects.
- Persistently pursued grant opportunities to fund Utility capital improvement projects.
- Presented the CAAP Framework Development and Flow Monitoring Program to the Board in partnership with Veith Engineering & Business Solutions as part of ongoing CMOM (Capacity, Management, Operations, and Maintenance) initiatives.
- Obtained APWA certification. On January 9, 2024, the APWA Director presented the APWA Accreditation award to Charlotte County Utilities Department. APWA certifications are credentials from the American Public Works Association that demonstrate experience and excellence in the public works and utility industry. The certification is valid for five years. CCU plans to recertify in the future.
- Conducted a Water Meter Study, during which data was collected and analyzed in preparation for a final report and presentation to the Board, expected in 2025. The Meter Changeout Program also progressed, with 11,525 meters replaced between January and December 2024. This initiative benefited both the Utility and its customers by improving water usage accuracy, enhancing leak detection, promoting water conservation, and increasing system efficiency.
- Advanced the CMOM Program (Capacity, Management, Operations, and Maintenance) as an ongoing initiative to improve the wastewater collection system. Key strategies implemented included routine inspections and monitoring, preventative maintenance, data analysis and reporting, stakeholder engagement, and emergency response planning. These efforts ensured more effective management and sustainability of wastewater infrastructure.
- Public Relations remained active throughout the year, averaging 45 social media posts across various platforms and conducting an estimated 7 facility tours at various plants.
- The Board decided to take an additional 3MGD from Peace River's water allocation to secure future water supply for the County.
- Staff developed a comprehensive Training Manual for CCU to provide new hires with the tools, knowledge, and expectations necessary for success in their roles, while ensuring a

clear understanding of company policies and procedures. The Administration division was the first to implement the manual, with plans to expand its use across all divisions in the coming years.

- The warehouse was restructured to meet the growing demands of the county. Space was maximized, processes streamlined, inventory management improved, and resource availability ensured on time.
- The warehouse collaborated with Fiscal to streamline purchasing procedures in CW and Munis.
- CCU adopted new water, sewer, and reclaimed water utility rates, as increased by the Federal Public Service Commission (FPSC) index of 3.24%, which went into effect on October 1, 2024.

Engineering. Major events, during Fiscal Year 2024, for engineering activities of the system(s) included the following:

- A total of 59 new applications were received, with 58 projects approved for construction. Major approved projects include West Port East Residential, West Port East Major Roads, Firelight North, Willow Development Phases 2 and 3, and Willow Townhomes.
- Received the Reclaimed Water Master Plan from Jones Edmunds in May 2024 and posted it to the CCU website.
- Maintained collaboration with Jones Edmunds on hydraulic modeling of the utility system.
- Completed construction of the Ackerman Septic to Sewer Zones 1 & 2 project and continued work on on-lot connection plumbing contracts.
- Poole & Kent of Florida, Inc. was awarded a $106 million contract for the expansion of the East Port Water Reclamation Facility, increasing its capacity from 6 million gallons per day (MGD) to 9 MGD
- Continued technical engineering and design work with Giffels-Webster Engineers on the Lake View Midway Septic-to-Sewer project.
- Construction began on the Utility's 8-inch parallel water main installation project as a collaboration with the Peace River Manasota Regional Water Supply Authority's 2B 42-inch pipeline project.
- A contract was awarded to Johnson Engineering for the Babcock Ranch Water Use Permit, and technical engineering work was initiated.
- A contract was awarded to Weston & Sampson Engineers, Inc. for the South County Utility Improvements, which include an elevated water tank, a lift station, and a booster station. The technical engineering and design work has commenced.
- Continued technical engineering and design work with Johnson Engineering for the Public Works Kings Highway Widening project, which included utility improvements.
- A contract was awarded to Kimley-Horn & Associates for the Gulf Cove Ground Water Storage Improvements, and technical engineering and design work was underway.
- Water quality monitoring was conducted on an ongoing basis in coordination with the County's Water Quality Manager.
- A contract was awarded to Accurate Drilling Systems for the installation of seven utility mains, with construction having begun and expected completion in FY25.
- The update to the 2017 Sewer Master Plan was under development throughout the 2023/2024 fiscal year and is projected to be finalized during the 2024/2025 fiscal year.

- The Preliminary Engineering Report for the Cape Haze Septic to Sewer Project was presented to the Board in July. Unfortunately, the Board decided not to move forward with an MSBU, as the timing did not align with Public Works' paving program for this area.
- Development of the Engineering Design Manual continued throughout the year, intending to finalize and fully implement it by 2026.

Water System. Major events, during Fiscal Year 2024, in the water system included the following:

- CCU distributed approximately 4.68 billion gallons of water through the Port Charlotte Water System and approximately 278 million gallons of water through the Burnt Store Water System in Fiscal Year 2024.
- Awarded contract to Pantropic Power for the purchase of a new Generator for Walenda Booster Station

Wastewater System. Major events, during the Fiscal Year 2024, in the wastewater system included the following:

- Continued the manhole relining program for various structures within the wastewater collection system

Reclaimed Water System. Major events, during Fiscal Year 2024, in the reclaimed water system included the following:

- CCU provided irrigation water to golf courses, parks, roadway landscaping, and numerous residential and commercial customers during Fiscal Year 2024. CCU continues to identify new users and improve operations with a focus on large users.

5-Year Capital Improvement Program and Funding Sources

Effective December 2023, Charlotte County Commissioners implemented an updated schedule of water and wastewater rates that increased charges based on the Florida Public Service Commission ("FPSC") 2023 Price Index of 7.07%. The increase costs were approved to fund the planned improvements and expansions to the System to meet current service area needs, provide additional water and wastewater treatment capacity, and to meet anticipated System growth. The FPSC Price Index for 2024 was 3.24% and was authorized at the July 23rd Board of County Commissioners meeting, going into effect on October 1, 2024. The preliminary FPSC Price Index for 2025 is anticipated to be 2.23%.

CCU performed a full capital planning and infrastructure audit during Fiscal Year 2024 with the assistance of their consulting engineer ("Jones Edmunds") and the financial projection consultant ("Raftelis"). CCU is now in the process of completing the next Charlotte County two-year budget cycle (Fiscal Year 2026 and Fiscal Year 2027).

The exercise of performing this analysis of the anticipated costs and timing of various utility capital projects is a result of the increase of costs for materials and construction due to inflation, supply chain disruptions, labor shortages and other economic factors impacted by the COVID recession. In addition, CCU's consulting engineer has been moving forward with Water and Wastewater Master Plans in conjunction with various Economic Development growth model estimates. The adjustments to capital planning are intended to meet the timing and capacity expectations across Charlotte County.

The capital improvement program summarized below represents the priorities of the CCU, totaling [**approximately $458 million**] in capital expenditures for the five-year fiscal period ending September 30, 2030. The projected sources and uses of funds are intended to meet or exceed the System's targets of 150% debt service coverage for any new senior lien debt, 120 days cash on hand in the operations and maintenance fund, as well as to allow for minimum fund balances of $6 million for the renewal and replacement fund, $5 million for the wastewater connection fee fund, and $5 million for the water connection fee fund.

[Funding Sources for the Five-Year Capital Improvement Program
Fiscal Years 2025–2029 Preliminary Capital Plan

Description	Water	Sewer	Total
Total Water & Wastewater Capital Costs	**$80,398,520**	**$377,201,488**	**$457,600,008**
Funding Sources – Water & Wastewater			
Rate Revenue	**$3,730,195**	**$61,871,844**	**$65,602,039**
Connection Fees	**43,300,295**	**26,899,229**	**70,199,524**
Renewal and Replacement Fund	**31,900,612**	**28,364,680**	**60,265,292**
Sales Tax	**0**	**0**	**0**
MSBU/Developers Agreements Prepaid Funds	**0**	**6,137,884**	**6,137,884**
Grant Funds	**150,000**	**15,156,912**	**15,306,912**
Other County Funds	**0**	**0**	**0**
State Revolving Fund Loans	**1,317,418**	**90,317,158**	**91,634,576**
Bond Proceeds	**0**	**148,453,781**	**148,453,781**
Total Water & Wastewater Funding Sources	**$80,398,520**	**$377,201,488**	**$457,600,008**

Source: County Utilities Department]

Regulatory Framework and Compliance

The United States Environmental Protection Agency ("EPA") and FDEP promulgate various solid waste, water and air quality regulations governing operation of the System. These regulations deal with the quality of the System's potable water and a variety of issues relating to the System's wastewater treatment facilities, including the quality of effluent discharged from the System's wastewater treatment plants, the disposal of sludge generated by the sewer system, the discharge of pollutants into the groundwater and the nature of waste material discharged into the collection facilities. Associated with the regulations are various monitoring and reporting requirements. In addition, EPA and FDEP have also promulgated regulations in regard to grant moneys that may be received by the County in the future for the planning, design and construction of various projects. The grant-related regulations touch upon a wide variety of matters, including planning, methodologies, design criteria, construction activities, and the operation, maintenance and financing of facilities.

The regulation of consumptive uses of water resources is the responsibility of SWFWMD, an agency of the State of Florida with responsibility within its 16 county jurisdiction for water use regulation

and permitting; water shortage and water conservation planning; water supply and water research; and public-supply well construction. SWFWMD issues water use permits based on the population served and the ability of the water source to provide the quantity and quality of water needed. Water use permits are generally issued for a 6- or 10-year period, depending upon whether an increase in the water allocation is requested. Permits may be modified at any time by SWFWMD, if conditions so warrant. Modifications can be based on a demonstrated need for increased water use.

SWFWMD regulates the withdrawal of water from the Peace River by the Authority pursuant to a water use permit originally issued to GDU, which expired on October 31, 1994. A new permit was issued by SWFWMD on March 26, 1996, under which the Authority is currently operating. This permit expires on March 26, 2016. SWFWMD also regulates the withdrawal of groundwater from the Mid- and Lower Hawthorn aquifers by the System to provide water to the Burnt Store area of the County. This water use permit was originally held by Southern States Utilities (Burnt Store Utilities) and transferred to the County upon acquisition of the facilities in December 2003. The Burnt Store Water Treatment Plant now operates under Water Use Permit No. 3522, which expires in 2033.

The System is currently in compliance with all regulatory requirements of EPA and FDEP and all permits related to the System have been obtained or applied for. [**The County has only one outstanding consent order, which has been partially completed and should be fully satisfied by the end of 2011. The consent order pertains to minimum chlorine residual requirements for one area in the water distribution system, which is being addressed operationally.]**

The Peace River/Manasota Regional Water Supply Authority

General. The Authority was created by interlocal agreement in 1982 by the Counties of Charlotte, Sarasota, DeSoto, Hardee and Manatee for the purpose of addressing water supply issues in a mutually beneficial manner and defining each county's rights to the water supply within its own boundaries. Hardee County subsequently withdrew in 1983. The governing body of the Authority is composed of one representative from each of the four counties to serve as director on its board. The Authority owns the River Water Treatment Plant (the "Peace River Plant") and various other water supply assets.

The System has a limited native source of raw water, and its only significant source of potable water is the Peace River Plant. Approximately 90% of the County's overall water supply comes from the Peace River Plant, and the remaining water supply comes from the Burnt Store ("WTP"). The water supply for the Burnt Store service area is obtained from seven (7) Mid to Lower Hawthorne aquifer wells. Potable water treatment is provided through a reverse osmosis process. The County's water use permit for the Burnt Store WTP are 3.17 MGD, annual average day, and 4.12 MGD, peak month day. This permit covers through September 25, 2033.

The Authority supplies water to the County under a long-term agreement executed in 2005, and most recently amended in December 2024 (the "Water Supply Contract"). In order to provide water when the low rate drops below the minimum flow rate, the Authority maintains an above-ground reservoir and Aquifer Storage and Recovery ("ASR") System. In addition to water taken from the Peace River, the Authority has the capacity to store raw water in surface water storage areas and finished water in underground water storage areas know as aquifer storage recovery facilities (the "ASR System"). Withdrawal from the Peace River under the consumptive use permit granted by SWFWMD is allowed as long as the flow rate is above a certain minimum flow rate. The current ASR System consists of 21 injection and recovery wells and a number of monitoring wells.

The Master Water Supply Contract. The term of the Master Water Supply Contract ends on no earlier than the date of the final maturity of bonds issued by the Authority, and provides for renewals for a total of an additional 35 years. The Master Water Supply Contract allocates 16.100 MGD to the County annually (the "Water Allocation"). The Master Water Supply Contract provides that the County has the right to increase its Water Allocation, in reasonable increments, upon prepayment or securing funds available to the Authority for the cost of providing additional Peace River Plant capacity. The Authority's obligation to increase water production capacity is conditioned upon the County providing evidence to the Authority that the requested Water Allocation increase is necessary to either (i) meet the reasonably anticipated future demands of the party or (ii) satisfy present demands currently served by other water supply sources which are no longer capable of supplying such ability to obtain all necessary environmental permits necessary for such expansion. At the present time, the County does not expect to need additional Water Allocation in the foreseeable future.

The Master Water Supply Contract provides that water rates charged by the Authority to the County is comprised of a base rate (capital cost and fixed operating cost component) charge and a water use rate (variable operating cost component) charge. The base rate charge consists of: (i) charges for payments of Authority debt based on capacity allocations for the County; (ii) the costs of providing coverage requirements required by the financing documents related to Authority debt; (iii) additional debt service costs; (iv) the charges to cover debt incurred to make payments due to the County related to certain oversized facilities transferred to the Authority (the "Charlotte Oversized Facilities Payment"); (v) the rate necessary to cover certain payments due to the County related to the Peace River Plant (the "Capital Component Charge"); (vi) charges necessary to recover certain payments due to DeSoto County (the "DeSoto County Payment"); (vii) the rate necessary to cover certain costs of the County's hydraulic capacity entitlements; (viii) budgeted capital expenditures for ordinary renewal, replacement, upgrade, and betterment of the Authority's system; and (ix) budgeted Authority 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 System.

As described above, the base rate charge for the County includes financing costs, which may be different for other Authority Customers to take into account the particulars circumstances of an Authority Customer financing, if any. Thus, there is not a common rate charged to all Authority Customers for all financing costs components. Pursuant to the Master Water Supply Contract, all Authority Customers pay financing costs for their fair share of the Regional Expansion Program and other water supply projects. The "Regional Expansion Program" refers, collectively, to the recently completed expansion of the Peace River Plant from 24 MGD to 48 MGD, construction of a 6 billion gallon off-stream reservoir, and the 20-inch regional transmission system ("RTS") serving DeSoto County. For interconnect projects, benefitting Authority Customers pay a customized incremental financing cost.

The County has elected to pre-pay in advance its portion of the costs of the Regional Expansion Program that was financed with the Authority's Utility System Revenue Bonds, Series 2010A and Utility System Revenue Bonds, Series 2010B (Federally Taxable-Build America Bonds-Direct Subsidy); however, the County is still obligated to pay the Authority pursuant to the Master Water Supply Contract a monthly water rate to cover its share of the DeSoto County Payment, the cost of the purchase of its water, financing costs associated with the original 12 MGD Peace River Plant which was acquired in 1991 by the Authority, the cost of the Peace River Option and the cost of the Regional Expansion Program financed with the Authority's Series Utility System Revenue Bonds, Series 2005A and Utility System Refunding Revenue Bonds, Series 2005B. The "Peace River Option" refers to the expansion of the Peace River Plant from 12

MGD to 24 MGD completed in 2002, the addition of 12 new ASR wells and construction of the pipeline between the Peace River Plant and the Carlton Water Treatment Plant located in Sarasota County.

The increase in water supply costs from the Authority's latest facility expansion affected the County's purchased water costs significantly beginning with the operation of the expanded facilities in the Fiscal Year ended September 30, 2009. The Authority's capacity allocated to the County has increased from 12.758 MGD in the Fiscal Year ended September 30, 2006 to 16.100 MGD in the Fiscal Year ended September 30, 2011 and into the foreseeable future as a result of the Authority's latest facility expansion.

The Master Water Supply Contract provides that all members receiving a Water Allocation must pay their respective base rate charges regardless of the Authority's ability to provide any potable water, whether due to lack of water flow in the Peace River, failure of the ASR System, equipment failure, environmental permitting problems, acts of God or any other similar causes and that the members' obligations to pay their respective base rate charges constitute an irrevocable commitment to pay. The Authority's obligation to supply water under the agreement is limited to the extent of water produced from the Peace River Plant and the Authority's storage facilities. Therefore, if the Authority experiences difficulty in producing water at the Peace River Plant, for any reason, it is not obligated to supply water under the agreement. The Master Water Supply Contract provides that if at any time there is insufficient potable water available to fully meet the Water Allocations, all members will have their Water Allocations reduced pro rata until sufficient water is available to meet the full Water Allocations.

The County is required to pay its water rate solely from revenues received from its water customers and is obligated to maintain a water utility system operation and maintenance account to fund such payments; provided, however, that the County may voluntarily make such payments from other legally available funds that need to not be paid from the operation and maintenance account of the County. The County's obligation to make payments under the Master Water Supply Contract does not constitute general indebtedness of the County. 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's power is to pay its obligations and liabilities under the Master Water Supply Contract or to compel payment from any source other than as provided therein. The County is required to set water utility system rates for its customers at a level sufficient to pay all moneys due the Authority under the Master Water Supply Contract.

North Port Facilities

In December 1992, the City of North Port acquired from GDU a potable water treatment plant located in North Port and a portion of the interconnected water distribution system in order to serve its residents. The North Port system and the System were separated in January, 1994, and such separation required construction of a new 2 MG water storage tank and booster pump facility in the County. The County and the City of North Port entered into an interlocal agreement, date May 30 1991, providing for the maintenance of the existing water pipeline interconnecting the North Port system and the County's System in the event of water production shortages at either system. An emergency interconnection between the two facilities has been established and includes metering of the water flow between them.

Rate Regulation

The County, as a governmental entity, is self-regulating to the extent that it determines its own rates, fees and charges and prescribes its own rules regarding the type and quality of service. The actions

of the County must be just and reasonable and are at all times subject to review in a court of competent jurisdiction. Regarding matters of service, the County is regulated by State agencies including FDEP and SWFWMD, and by federal agencies including EPA.

Rate Structure

Water Service. The water rate structure for single family residential and commercial customers includes a fixed monthly charge for each connection based on the size of the meter, with higher costs for larger meter sizes. The rate structure for multi-family residential and bulk customers includes a fixed monthly charge for each unit served through the master meter, regardless of meter size. For each connection there is also charged a fixed monthly customer charge. Actual water usage is charged at a flat rate per 1,000 gallons, regardless of meter size. For usage above 3,000 gallons per multi-family customer and 5,000 gallons per single family customer, the gallonage charge increases to promote conservation of potable water. The irrigation rates are for water customers with a second meter who use potable water to irrigate their lawns. The County also imposes a monthly charge for private fire protection service based upon line size, with a provision for a per 1,000 gallon charge for uses other than firefighting.

Sewer Service. The rate structure for single family residential customers included a fixed monthly charge for each connection regardless of the size of the meter. The rate structure for commercial customers includes a fixed monthly charge for each connection based on the size of the meter, with higher costs for larger meter sizes. The rate structure for multi-family residential and bulk customers includes a fixed monthly charge for each unit served through the master meter, regardless of meter size. A flat monthly charge is imposed on sewer only customers, which includes a gallonage charge. Each sewer only customer is also charged a fixed monthly customer charge. Single family residential customers are charged a flat rate per 1,000 gallons for water consumption, regardless of meter size, up to a maximum of 10,000 gallons. Multi-family residential, bulk and commercial customers are charged a flat rate 1,000 gallons for water consumption, regardless of meter size, with no maximum.

Water and Wastewater Rates. The existing rates and charges for the System was established by the Board and approved by resolution on **[September 12, 2023 to be effective with bills rendered on or after October 1, 2023]**.

[Remainder of page intentionally left blank]

The following is a summary of adopted water and wastewater rates of the County.

Monthly Water Rates	Adopted Rates Effective October 1, 2024
Residential Service	
Base Facility Charge (No Gallonage Allowance):	
Meter Size	
5/8" x 3/4" Meter	$25.30
1" Meter	63.25
1-1/2" Meter	126.49
2" Meter	202.35
3" Meter	404.73
4" Meter	632.37
Regular Gallonage Charge (per 1,000 Gallons):	
0 - 5,999 Gallons	$6.47
6,000 - 10,999 Gallons	7.43
11,000 - 15,999 Gallons	9.36
16,000 - 25,999 Gallons	10.66
26,000 Gallons and Above	12.28
Emergency Gallonage Charge (per 1,000 Gallons):	
0 - 5,999 Gallons	$6.47
6,000 - 10,999 Gallons	8.92
11,000 - 15,999 Gallons	12.18
16,000 - 25,999 Gallons	14.92
26,000 Gallons and Above	18.43
Customer Charge[(1)]	$4.74

Monthly Wastewater Rates	Adopted Rates Effective October 1, 2024
Residential Service	
Base Facility Charge (No Gallonage Allowance):	
All Meters	$44.67
Gallonage Charge (per 1,000 Gallons):	
0 – 10,000 Gallons Maximum	$6.22
Customer Charge[(1)]	$4.74

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Monthly Water Rates	Adopted Rates Effective October 1, 2024
Mobile Home Residential Service	
Base Facility Charge (No Gallonage Allowance):	
5/8" x 3/4" Meter	$20.75
Regular Gallonage Charge (per 1,000 Gallons):	
0 - 5,999 Gallons	$6.47
6,000 - 10,999 Gallons	7.43
11,000 - 15,999 Gallons	9.36
16,000 - 25,999 Gallons	10.66
26,000 Gallons and Above	12.28
Emergency Gallonage Charge (per 1,000 Gallons):	
0 - 5,999 Gallons	$6.47
6,000 - 10,999 Gallons	8.92
11,000 - 15,999 Gallons	12.18
16,000 - 25,999 Gallons	14.92
26,000 Gallons and Above	18.43
Customer Charge(1)	$4.74
Multi-Family Residential Service	
Base Facility Charge(2)	$17.70
Regular Gallonage Charge (per 1,000 Gallons):	
0 - 3,999 Gallons	$6.47
4,000 - 7,999 Gallons	7.43
8,000 - 11,999 Gallons	9.36
12,000 - 15,999 Gallons	10.66
16,000 Gallons and Above	12.28
Emergency Gallonage Charge (per 1,000 Gallons):	
0 - 3,999 Gallons	$6.47
4,000 - 7,999 Gallons	8.92
8,000 - 11,999 Gallons	12.18
12,000 - 15,999 Gallons	14.92
16,000 Gallons and Above	18.43
Customer charge(1)	$4.74

Monthly Wastewater Rates	Adopted Rates Effective October 1, 2024
Mobile Home Residential Service (Bulk)	
Base Facility Charge (No Gallonage Allowance):	
All Meters	$43.32
Gallonage Charge (per 1,000 Gallons):	
0 - 10,000 Gallons	
Maximum	$6.22
Customer Charge(1)	$4.74
Multi-Family Residential Service	
Base Facility Charge(2)	$35.75
Gallonage Charge (per 1,000 Gallons):	
	$6.22
Customer Charge(1)	$4.74

Monthly Water Rates	Adopted Rates Effective October 1, 2024
Bulk Service	
Base Facility Charge[2]	
All Meter sizes	$11.91
Gallonage Charge (per 1,000 Gallons per dwelling unit):	
	4.57
Customer charge[1]	$4.74
General Service (Commercial)	
Base Facility Charge (No Gallonage Allowance):	
Meter Size	
5/8" x 3/4" Meter	$25.30
1" Meter	63.25
1-1/2" Meter	126.49
2" Meter	202.35
3" Meter	404.73
4" Meter	632.37
6" Meter	1,264.72
8" Meter	2,023.56
Gallonage Charge (per 1,000 Gallons):	
	$6.47
Customer Charge[1]	$4.74

Monthly Wastewater Rates	Adopted Rates Effective October 1, 2024
Multi-Family Residential Service	
Base Facility Charge[2]	$29.72
Gallonage Charge (per 1,000 Gallons per dwelling unit):	
	$5.07
Customer Charge[1]	$4.74
General Service (Commercial)	
Base Facility Charge (No Gallonage Allowance):	
Meter Size	
5/8" x 3/4" Meter	$44.67
1" Meter	111.69
1-1/2" Meter	223.40
2" Meter	357.43
3" Meter	714.88
4" Meter	1,116.99
6" Meter	2,234.02
8" Meter	3.574.38
Gallonage Charge (per 1,000 Gallons):	
	$6.22
Customer Charge[1]	$4.74

[1] Added to each water bill and sewer-only bill.

[2] Applied per dwelling unit.

Source: Charlotte County Utility Rate Resolution 2024-110, as amended.

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Connection Fees. Connection Fees are capital charges levied against each new user of the System in order to recover the cost of new plant and facilities required to serve such new users. The County's Connection Fees include two levels of service. The first level of service is for developers that build and donate the on-site facilities and the Connection Fees are designed to recover treatment and transmission capacity cost. The second level of service is for situations where the County has acquired, retrofit or built the necessary distribution and collection lines and the customer only needs to tap in. In this case, the County includes a distribution/collection component to recover the additional System capacity costs. The existing Connection Fees charged by the County, which were adopted in the Rate Resolution, are as follows:

Water System Connection Fees

	Effective 10/1/2018 Per ERC[1]
Water System Plant Capacity	$910.00
Water System Transmission Capacity	380.00
Water System Distribution Capacity	490.00
	$1,780.00
Distribution Fee/Line Extension Charge (Non-MSBU)	$2,940.00
Water Service Line	1,070.00
Water Meter	375.00
Full Cost of Water Fees	$6,792.00

Wastewater System Connection Fees

	Effective 10/1/2018[2] Per ERC
Wastewater System Plant Capacity	$1,110.00
Wastewater System Transmission Capacity	500.00
Wastewater System Collection Capacity	740.00
	$2,350.00
Collection Fee/Line Extension Charge (Non-MSBU)	$2,910.00
Service Installation Charge	1,240.000
LPS Installation-Residential per each LPS Tank	4,800.00
Full Cost of Wastewater Fees	$11,201.00

(1) "ERC" means equivalent residential connection. Once water ERC is treated as 225 gallons per day ("GPD").

(2) One wastewater ERC is treated as 190 GPD.

Source: Charlotte County Utility Rate Resolution 2024-110, as amended.

The use of Connection Fees is limited under Florida law to (1) payment for System expansion facilities or (2) paying debt service on obligations issued to finance or refinance the acquisition or construction of System expansion facilities.

The receipt of Connection Fees, if any, by the County is dependent on new development within the service area of the System and the amount of Connection Fees which may be used to pay principal of and interest on the Bonds is limited by Florida law. No assurance can be given that new development will occur within the County.

Accrued Guaranteed Revenue Fees. The Accrued Guaranteed Revenue Fees ("AGRF") is a fee collected from future customers with respect to certain costs of capacity available for the benefit of such future customers. The fee is designed to recover the cost of the fixed and non-variable carrying costs of the plant and facilities held for future use. Based on existing levels of demand and the existing water and wastewater capacity, a reasonable amount of plant capacity will be available for additional future growth in advance of the need or request for such capacity.

The AGRF ensures that all future customers will pay a share of the carrying cost of maintaining reserve capacity. The AGRF schedule reflects the accrued of such carrying costs over time with the fee level capped after five years. Future development pays Connection Fees at the time the capacity is requested and reserved, plus the AGRF in effect when the new units are connected.

The adopted AGRFs for the water and wastewater system are as follows:

	Water Accrued Guaranteed Revenue Fees	Wastewater Accrued Guaranteed Revenue Fees
	2024	2024
January	$1,117	$641
February	$1,117	$641
March	$1,117	$641
April	$1,117	$641
May	$1,117	$641
June	$1,117	$641
July	$1,117	$641
August	$1,117	$641
September	$1,117	$641
October	$1,117	$641
November	$1,117	$641
December	$1,117	$641

Source: Charlotte County Utility Rate Resolution 2012-019 approved the AGRFs at these levels effective April 1, 2012, where they have remained.

Guaranteed Revenues. Historically, the County has charged Guaranteed Revenues to ensure that future customers contribute to cover the fixed and non-variable carrying costs of the plant and facilities held for future use. AGRF was collected at the time that capacity was requested by the customer and Guaranteed Revenues were collected from that time until service was initiated. Under the current approach, the AGRF continues to accrue and is collected at the time service is initiated and Guaranteed Revenues are no longer collected.

Miscellaneous Service Charges. In addition to charging user fees for monthly water and wastewater service, the County also charges fees for certain specifically requested miscellaneous services or needs. Examples of these fees include water connection and meter installation charges, annual fire

protection charges, water meter testing fees, and reconnection charges. Revenues from miscellaneous charges reduce the level of expenditures funded from user fees. Generally, these fees are designed on a cost recovery basis predicated on the specific cost of the services requested.

Rate Comparisons. The information which follows includes a comparison of the monthly cost of providing water and wastewater service for a 5/8 x 3/4 inch or smaller water meter at various usage levels calculated under the rates for the System. Also included on the comparison are bills calculated under the rates of other neighboring Florida utilities as of the billing month of September 30, 2023. The monthly bills for the various Florida utilities used for the comparison are exclusive of local taxes. Additionally, for municipally owned utility systems, such utilities may apply, to customers located outside the corporate limits of such municipality, a surcharge up to 50% when compared to the rates for service to customers located within the corporate limits as allowed pursuant to Section 180.191, Florida Statutes. The 5/8 x 3/4 inch meter or smaller comparison was prepared since this represents the majority of the System's water and wastewater residential customers and the majority of the customers for the other utilities reflected in the comparisons. The County's rates for the average customer are generally comparable with other utilities in southwest Florida as approximately one-third of the utilities surveyed have higher combined water and wastewater bills. A comparison of water and wastewater rates at the monthly consumption level of 4,000 gallons (the average County residential user) between the County and the utilities surveyed is shown as follows:

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	Single Metered Residential Service For a 5/8" or 3/4" Meter @ 4,000 Gallons[1]		
	Water	Wastewater	Total
Charlotte County			
Revised Rates Effective October 1, 2024[2]	$55.92	$69.55	$125.47
Other Neighboring Utilities:			
City of Cape Coral	$38.23	$68.37	$68.37
City of Clearwater	38.49	50.28	50.28
DeSoto County	59.23	49.30	49.30
City of Fort Myers	32.15	80.16	80.16
City of Marco Island	53.92	52.48	52.48
City of North Port	50.99	71.24	71.24
City of Punta Gorda	33.87	40.64	40.64
Collier County	46.36	71.76	71.76
Englewood Water District	32.77	48.80	48.80
Hillsborough County – Northwest Service Area	34.75	46.32	46.32
Lee County	25.91	51.13	51.13
Manatee County	23.10	53.17	53.17
Okeechobee Utility Authority	47.31	61.69	61.69
Sarasota County	33.58	69.04	69.04
St. Lucie County	52.15	61.29	61.29
Other Neighboring Florida Utilities' Average	$41.63	$62.83	$104.46

[1] Unless otherwise noted, amounts shown reflect residential rates in effect September 30, 2024 and are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

[2] Based on detailed billing and customer data provided by the County, if has been determined that the average County single-family residential water consumption approximates 4,000 gallons per month.

Note: For the Fiscal Year ended September 30, 2024 and based on detailed billing and customer data provided by the County, it has been determined that the average County single-family residential water consumption approximates 4,000 gallons per month.

Source: County Utilities Department.

Largest Users. Charlotte County Utility top ten sales are approximately 2.73% of the System's total water revenue.

Top Ten Water Customers for Fiscal Year 2024 (Based on Water Rate Revenues)

Authority Customer	Gallons of Estimated Annual Water Purchased (In thousands)	Percentage of Total Water Sales	Annual Water Rate Revenues	Percent of Total Water Rate Revenues
Riverwood Development Inc.	56,069	1.36%	$407,628	0.74%
Gasparilla Island Water Assoc.	32,545	0.79	143,849	0.26
ShorePoint Health–Port Charlotte	30,961	0.75	165,795	0.30
El Jobean Water Association	25,626	0.62	227,746	0.42
HCA Florida Fawcett Hospital	23,679	0.58	153,813	0.28
Little Gasparilla Water Utility, Inc	13,291	0.32	96,944	0.18
Encore Super Park-Port Charlotte	12,362	0.30	107,418	0.20
BCC – Centennial Park	9,357	0.23	63,150	0.12
South Port Square	9,231	0.22	61,916	0.11
Port Charlotte Healthcare Assoc.	7,956	0.19	63,527	0.12
Total Ten Largest Users	221,077	5.38%	$1,491,786	2.73%
All Other Water System Users	3,887,393	94.62%	$53,235,343	97.27%
Total Fiscal Year 2010 Water System – All Users	4,108,470	100.00%	$54,727,129	100.00%

Source: County Utilities Department

Historical Charlotte County Utility Operations

The historical data presented below, prepared by System staff for Fiscal Years ended September 30, 2020, 2021, 2022, 2023 and 2024, respectively, was reconciled to the financial statements prepared by the County and audited by Cherry Bekaert LLP, the County's current certified public accountants through the Fiscal Year ended September 30, 2024.

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Historical Results of Operations[1]

Description	Fiscal Year Ending September 30,[1] 2020	2021	2022	2023	2024
Gross Revenues					
Water and Wastewater Rate Revenues					
Rate Revenues[2]	$73,684,148	$80,749,453	$84,398,694	$94,334,810	$100,985,556
Total Water and Wastewater Rate Revenues	$73,684,148	$80,749,453	$84,398,694	$94,334,810	$100,985,556
Other Revenues					
Miscellaneous Revenues[3]	$14,686,104	$21,434,752	$22,936,993	$15,884,353	16,620,146
Capital Reimbursement - Peace River Plant[4]	1,976,338	1,976,338	0	0	0
Investment Earnings (All Funds)[5]	1,304,809	690,790	1,277,740	6,258,164	8,767,258
Total Other Revenues	$17,967,251	$24,101,880	$24,214,733	$22,142,517	25,387,404
Total Gross Revenues	$91,651,399	$104,851,333	$108,613,427	$116,477,327	126,372,960
Operating Expenses[6]					
Salaries and Benefits	$18,697,931	$20,100,022	$20,697,719	$23,128,758	25,050,369
Cost of Water Purchases[7]	12,473,361	13,024,849	12,989,162	13,158,540	16,487,773
Other Operating Expenses	18,986,143	16,097,479	21,109,054	24,256,227	26,319,770
Total Operating Expenses	$50,157,435	$49,222,350	$54,795,935	$60,543,525	67,857,912
Net Revenues	$41,493,964	$55,628,983	$53,817,492	$55,933,802	58,515,048
TEST A[8]					
Debt Service Coverage - Test (A) - 110%					
Net Revenues Available for Debt Service Coverage before Connection Fees	$41,493,964	$55,628,983	$53,817,492	$55,933,802	$58,515,048
Annual Debt Service[9]	$15,311,822	$14,977,897	$14,755,544	$14,771,246	$14,286,189
Calculated Coverage	**271%**	**371%**	**365%**	**379%**	**410%**
Required Coverage	**110%**	**110%**	**110%**	**110%**	**110%**
--OR--					
TEST B [9] 115%					
Debt Service Coverage - Test (B)					
Net Revenues Available for Debt Service Coverage before Connection Fees	$41,493,964	$55,628,983	$53,817,492	$55,933,802	$58,515,048
Connection Fees[10]	8,634,758	7,573,900	10,728,783	6,908,862	7,967,563

Net Revenues Available for Debt Service Coverage Including Connection Fees	$50,128,722	$63,202,883	$64,546,275	$62,842,664	$66,482,611
Annual Debt Service[9]	15,311,822	14,977,897	14,755,544	14,771,246	14,286,189
Calculated Coverage	**327%**	**422%**	**437%**	**425%**	**465%**
Required Coverage	**115%**	**115%**	**115%**	**115%**	**115%**
--AND--					
Net Revenues After Payment of Annual Debt Service	$26,182,142	$40,651,086	$39,061,948	$41,162,556	$44,228,859
Net Revenues After Payment of Annual Debt Service[11]	$26,182,142	$40,651,086	$39,061,948	$41,162,556	$44,228,859

(1) Numbers may not add due to rounding. Amounts shown derived from information provided in each respective Fiscal Year Annual Comprehensive Financial Report of the County and other financial information provided by the County.

(2) Actual revenues are based on the County's monthly water and wastewater service rates that were effective for each respective year.

(3) Amounts include revenues from other operating revenues, including but not limited to, penalty charges, leachate removal, and bad debt recovery.

(4) Payments from the Authority to repay CCU for the capital cost of acquiring and transferring the Peace River Regional Water Treatment were sunsetted in Fiscal Year 2022.

(5) Amounts shown reflect investment earnings from funds and accounts established by CCU that are considered unrestricted (earnings not required to be retained in such funds and accounts and are available as a component of Gross Revenues). Investment Earnings from the Rebate Fund and the Construction Fund under the County's bond resolution are considered as being restricted to such accounts and not considered as a component of investment earnings. Pursuant to the County's bond resolution, investment earnings from the Water Connection Fee Fund and the Sewer Connection Fee Fund under the County's bond resolution are considered as a component of Gross Revenues for coverage calculation purposes. Amounts shown exclude unrealized gains and/or losses on investments.

(6) Amounts shown do not include depreciation and amortization expenses, which are non-cash expenses.

(7) The majority of CCU's water demands were met from the Authority.

(8) The debt service coverage tests are presented in accordance with the rate covenant in the County's Bond Resolution.

(9) Amounts shown reflect the Annual Debt Service when Bonds are actually paid. For example, payment which occurred on October 1st is shown on the first day of a Fiscal Year as opposed to being reflected on an accrual or sinking fund basis.

(10) Generally, under Florida law, the use of Connection Fees is limited to: (i) payment for System expansion facilities; or (ii) payment of debt service for obligations issued to finance or refinance the acquisition or construction of System expansion facilities. The Water Connection Fees collected for the Water System portion of the System must be segregated from the Sewer Connection Fees collected for the Wastewater System portion of the System and used only for purposes of financing expansion of the respective portion of the System or debt service related thereto. While Annual

Debt Service is considered by the County to be all expansion-related, it is possible that future debt may finance non-expansion related projects, in which case Connection Fees would not be legally available to pay that portion of Annual Debt Service.

(11) There were no amounts required by the terms of the County's bond resolution to be transferred to the Reserve Account, Renewal and Replacement Fund, the Water Connection Fees Fund or the Sewer Connection Fees Fund during the Fiscal Years shown.

Source: County Utilities Department

APPENDIX F

WATER UTILITY INFORMATION
FOR DESOTO COUNTY, FLORIDA

THE INFORMATION CONTAINED IN THIS APPENDIX HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT THE AUTHORITY AND THE UNDERWRITERS DO NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

Background and History

On May 21, 1991, DeSoto County, Florida (the "County") signed an agreement with the Peace River Manasota Regional Water Supply Authority (the "Authority") for supply of an initial allocation of 0.05 million gallons per day ("MGD ") of potable water. Prior to this date, all water and wastewater service within the County (excluding the City of Arcadia (the "City of Arcadia"), and the Lake Suzy service area (the "Lake Suzy Service Area") was provided by private utilities. On March 8, 1996, the County signed a revised agreement with the Authority, which increased the allocation to 0.125 MGD. Subsequent agreements with the Authority increased the County's allocation to 0.675 MGD.

On February 23, 1999, County Ordinance 1999-01 granted the regulation of water and sewerage systems and bulk water utilities in the County. On June 8, 1999, County Ordinance 1999-10 granted water and wastewater franchise rights within the County to Florida Water Services Corporation ("FWSC"). The exclusive franchise rights included populated areas east of the Peace River. This Ordinance excluded the Lake Suzy Service Area. On November 1, 2001, by Stipulated Settlement Agreement, the FWSC franchise rights were transferred to the County.

On January 30, 2001, the County entered into an interlocal agreement with the City of Arcadia whereby water and wastewater service were to be provided by the City of Arcadia to the Wal-Mart Super Center and the Turner Agri-Civic Center. The County installed the infrastructure to serve the proposed areas.

On February 26, 2002, County Ordinance 2002-04 created a county owned water and wastewater utility system (the "System"). This Ordinance established rules and established an exclusive service area encompassing all unincorporated areas of the County, less those areas serviced by the City of Arcadia and the Lake Suzy Service Area. The Ordinance also provided for definitions, rates, charges, and service schedules.

On July 23, 2002, the County entered into an agreement with Wal-Mart Stores Inc. to supply the Wal-Mart Distribution Center with potable water and wastewater treatment. Subsequently, on August 13, 2002, an initial agreement was reached between the Authority and the County, whereby a regional transmission pipeline would be extended from the Peace River Water Treatment Plant ("WTP"), east across the Peace River, and south on US 17 to approximately the Charlotte County line. The purpose of the pipeline was to provide potable water service to the Wal-Mart Distribution Center, and additionally, to serve as the primary water source for future water customers of the System. The County terminated this initial agreement in August of 2003, and a revised agreement was executed on June 21, 2004.

On September 5, 2002, the County entered into an agreement with the Department of Juvenile Justice ("DJJ"), whereby the County would assume the operational responsibility of the System to the point of delivery at that location in exchange for providing service to the facility (the "DJJ Facility"). The agreement provided that the County would provide the DJJ with up to 110,000 gallons per day ("GPD") of the total 200,000 GPD Wastewater Treatment Plant ("DCI WWTP") capacity and up to 100,000 GPD of the total 155,000 GPD permitted Water Treatment Plant ("WTP") capacity.

On September 10, 2002, the County entered into a Professional Engineering Services Agreement with Hartman and Associates, Inc. for services required allowing the County to permit, design and construct an expansion of the Water and Wastewater System Project.

On August 26, 2003, the County entered into an agreement with the Florida Department of Corrections ("DCI"), whereby the County would assume the operational responsibility of the existing water and wastewater systems to the point of delivery at that location in exchange for providing service to the facility. The agreement provided that the County shall provide the DCI with up to 300,000 GPD of the total 500,000 GPD DCI WWTP capacity, and up to 360,000 GPD of the total 500,000 GPD ROWTP capacity.

April 1, 2001, at the completion of designs by Hartman and Associates, Inc., Phase One of DeSoto County's Water and Wastewater systems to construct 20 miles of water mains, 32 miles of wastewater force mains, 2 reverse osmosis ("RO") water treatment facilities, a half million gallons ("MG") ground storage tank, a booster pumping station, and 6 wastewater lift stations commenced. The overall project was broken into several geographical phases with each phase awarded to contractors based on bid proposals. Project award assignments were:

Phase One	Contractor	Length	Pipe Size	Type
A	Astaldi Construction	9900'	16" PVC	Potable WM
A	Astaldi Construction	19200'	12" PVC	Wastewater
A	Astaldi Construction	9100'	8" PVC	Wastewater
A-CO#1	Danella Construction	9100'	16" PVC	Potable WM
B	General Contracting	29600'	16" PVC	Potable WM
B	General Contracting	29600'	12" PVC	Wastewater
C	Danella Construction	26800'	16" PVC	Potable WM
C	Danella Construction	600'	6" PVC	Potable WM
C	Danella Construction	26800'	12" PVC	Wastewater
C	Danella Construction	1300'	6" PVC	Wastewater
D	Astaldi Construction	30100'	16" PVC	Potable WM
D	Astaldi Construction	23800'	12" PVC	Wastewater
D	Astaldi Construction	6300'	8" PVC	Wastewater
F	Danella Construction	51600'	16" PVC	Wastewater

On September, 2004, construction of the ROWTP at the DJJ Facility was completed. However, due to permitted water service area limitations, the DJJ Facility Project was only partially placed into service

On February, 2005, the construction of the RO WTP, the ground storage tank, and the booster pump station, located at the Project Prairie Facility ("Prairie"), adjacent to the Wal-Mart Distribution Center, was completed. Prairie Facility began to provide potable water to the Wal-Mart Distribution Center for purposes of cleaning and charging the refrigeration units.

On May 4, 2005, Florida Department of Environmental Protection ("FDEP") provided the Wal-Mart Distribution Center with certification of the Domestic Wastewater Collection and Water Transmission Systems for operation.

In May, 2005, Construction of all phases of the County Phase I wastewater force mains and lift stations were completed. The wastewater system was certified by FDEP on September 18, 2005 and placed into operation at that time. All wastewater within this system is permitted for treatment at the DCI WWTP.

On September 1, 2005, the Authority's 20-inch regional transmission main was certified by FDEP, and on September 18, 2005, Danella Construction completed the connection between the Authority's main and the County's 16-inch main located near the County's ground storage tank adjacent to the Wal-Mart Distribution Center.

On October 5, 2005, the County entered into a Transfer Agreement with the Authority, which in exchange for satisfaction of the County's debt associated with the 20-inch regional transmission main, transferred the ownership of some of the components of the Prairie Facility, to include the raw water well, the clear well and degasifier unit, and the metal building from the County to the Authority.

Also on October 5, 2005, the County entered into the Master Water Supply Contract ("MWSC") with the Authority. This agreement established the County as an Exclusive Provider customer with the Authority which charges the Authority with the ultimate responsibility of planning, developing and providing the County with water supply needs. The MWSC was amended on August 5, 2015, and again amended on December 4, 2024.

On October 11, 2005, the County began drawing water through the Authority's transmission main for the purposes of flushing the County's 16-inch water main to the north along Highway 17. On December 27, 2005, in accordance with the FDEP permit requirements, the County began using the Peace River water to service the Wal-Mart Distribution Center and began the process of decommissioning the Prairie Facility.

On April 25, 2006, FDEP provided the County with certification of the Phase I water transmission system. The County then placed this system into operation and converted the Merchant's Crossing retail customers from the City water supply to the County's System from the Authority on June 19, 2006.

On July 18, 2006, FDEP cleared the Nocatee Elementary School Domestic Wastewater Collection/Transmission System and the Water Distribution Main for operation, which was placed into service at that time.

On July 25, 2006, the County entered into a Bulk Water Sales Agreement with Lake Suzy Utilities for provisions of current and projected water supply to the Lake Suzy Service Area. The Lake Suzy Service Area is approximate two square miles in size.

On October 25, 2007, the County entered into a Service and Conveyance Agreement with the GEO Group and the Department of Children and Families ("DCF") to provide wastewater treatment capacity for the new Florida Civil Commitment Center Facility to be located adjacent to the DCI Facility on Highway 70 East. As part of the Agreement, the County constructed Lift Station "I", a master lift station beside the DCI WWTP to redirect the flow in the FM and Lift Station G from the Florida Civil Commitment Center Facility ("GEO") at the DeSoto County Regional Wastewater Treatment Facility on SR31.

On March 24, 2008, the BCC approved the Financial Rate Analysis conducted by Public Resources Management Group. The rate study implemented a new tiered usage structure, recommended periodic rate adjustments, and developed new Capital Charge fees for Water and Wastewater Capital Components.

On April 8, 2008, the County entered into a Service and Conveyance Agreement with the GEO Group and the DCF to provide potable water supply for the new Florida Civil Commitment Center Facility to be located beside the DCI Facility east of Arcadia. As part of the Agreement, the County was to construct additional raw water wells, and expand the current RO Water Treatment Facility from 0.500 to 0.750 MGD.

On August 25, 2008, the County entered into a Bulk Water Sales Agreement with Sun River Utilities for provisions of water supply to the Sun River Franchise Area. The small portion of this Franchise Area which exists in the County is approximately 430 acres in size and does not yet provide service to any existing customers.

On September 18, 2008, FDEP provided the County with operational clearance of the 0.750 MGD DeSoto County Regional Wastewater Treatment Plant ("Regional WWTP") located on South Highway 31. Lift Station D and F, and piping infrastructure were modified during the construction of this new facility. The modification redirected wastewater flow from the central area of the system, which originally flowed north and east to the DCI WWTP, to flow to the new DeSoto Regional Facility for wastewater treatment.

On September 28, 2008, the County diverted the flow from the DCI WWTP to the new Regional WWTP.

In October, 2008, E.T. McKenzie Company completed the County's construction of the North Booster Station and on January 11, 2010, the Booster Station was cleared for operation by FDEP.

On July 27, 2010, the BCC approved Ordinance 2010-20 for a Utility Franchise relating to regulation of water, reclaimed water and wastewater service and utilities in the unincorporated County. The BCC also approved Ordinance 2010-21 relating to regulation of water, reclaimed water and wastewater services and utilities in the County, including a rate schedule and adopting the Utilities Standards Handbook.

In 2011, Phase I of the Highway 17 Water and Wastewater Relocation Project (the "Relocation Project") began to replace water and wastewater lines along the Highway 17 South from Wal-Mart Distribution north to SW Collins Road in Fort Ogden as part of a road widening project by the FDOT. Completion was September 3, 2013. The project was partially funded through a grant from FDEP. The remaining portion of the final estimated cost was financed through FDOT.

On July 22, 2011, the BCC approved the Water and Sewer Revenue Sufficiency Analysis prepared by Lighthouse Utility Consulting, Inc.

In September, 2011, the Phase III of the Relocation Project was engineered and designed by Atkins Global. This Project bid on September 24, 2014 and was approximately 700 feet in length. The construction cost was estimated at $163,393. The project was completed as part of the Phase III-R Project mentioned below and turned over to the County on January 18, 2018.

In August, 2013, the Phase II Water and Wastewater Relocation Project began to relocate the water and wastewater lines along the Highway 17 South corridor from SW Collins Road in Fort Ogden to just south of CR 760-A intersection as part of the road widening project by the FDOT. The project estimated cost is $1,693,000 and was financed by FDOT. Construction was completed in July 2015.

On May 21, 2012, the DJJ Facility on Highway 31 was decommissioned and tied into the County's System.

On October 1, 2012, the County/City Water Interconnect on Turner Avenue was opened to supply water supply to the City of Arcadia. A second County/City Water Interconnect was opened to supply water to the City of Arcadia in January 2018 on the corner of Hwy 17/M.L. King, Jr. Street.

On April 25, 2013, the County entered into an Agreement with Aqua Utilities to purchase their customer base in the Lake Suzy Service Area. The County has assumed operational responsibilities for supplying both water and wastewater services to an additional 568 Lake Suzy customers. The Lake Suzy acquisition included nine Lift Stations and a 0.087 MGD Wastewater Treatment Facility.

In May, 2013 the Wal-Mart Super Center Water Main Loop System was installed enhancing water circulation in the Merchant Crossing area.

On May 14, 2013, the Phase III-R Water and Wastewater Extension Project was engineered and designed by Dewberry. The project was bid on September 24, 2014 with anticipated start date of December 3, 2014. The estimated project cost for the water extension was $3,009,946 that was partially funded through a grant and loan from FDEP. The project cost for the wastewater extension was estimated at $2,371,756 which was partially funded through an FDEP Legislative Appropriation and a loan. The Project was constructed by Prince Contracting and was officially completed and turned over to the County on January 18, 2018.

In December 2013, the Lake Suzy Forcemain Extension, Phase I began to run approximately two (2) miles of HDPE FM pipe in the Lake Suzy area tying the Lake Suzy sewer system into the County's Forcemain system and eliminated the Lake Suzy Wastewater Treatment Plant. Construction was completed on October 14, 2014.

In December, 2013, the Hull Avenue Water Main Improvements Project began to extend the existing water main for Hull Avenue to tie into US17 which completed a Loop System. The project was funded through a joint agreement between CSX Railroad and SWFWMD. Construction was completed on October 14, 2014.

On February 25, 2014, the BCC approved Ordinance 2014-01 to amend Ordinance 2010-21 for recovery of administration costs, fuel and other expenses.

On January 26, 2016, the BCC approved Ordinance 2016-02 to amending Ordinance 2014-01 which amended Ordinance 2010-21 establishing Fees and Charges, establishing Billing Regulations to amend the definition of Disconnection Charge, Wastewater Service Credit, and providing control for Fats, Oils and Grease.

In December 2021, the County authorized the sale and purchase of the South Booster Station to Peace River Manasota Regional Water Supply Authority ("PRMRWSA"). Subsequently, an Interlocal Agreement between PRMRWSA and the County was approved which included operating protocols in which the County (Utilities Department) would continue to operate and maintain the facility on behalf of PRMRWSA.

In 2023, an 8" water main extension was completed on Hwy 70 to provide water service to Planet Fitness and Take 5 Oil Change & Car Wash.

The Service Area

As established in County Ordinance 2002-04, the current service area of the System is defined as encompassing all unincorporated areas of the County, less those areas serviced by the City of Arcadia, the Lake Suzy Service Area and the area served by the Sun River Utilities Franchise (the "Sun River Service Area").

To date, the County's present System service area includes Merchant's Crossing Retail Center, Arcadia Crossings Shopping Center, Walgreens Store #10668, DeSoto Auto Wash, Take 5 Oil Change & Car Wash, Planet Fitness, K & J Produce, Desoto Industrial Park, Desoto Correctional Institute ("DCI"), Florida Civil Commitment Center Facility ("FCC"), residences and small businesses along Highway 31, Nocatee Elementary School, Redlands Christian Migrant Association ("RCMA"), Dollar General Store #3651, Sunny Breeze Christian Fellowship development, CSX - Hull Avenue residential area, Wal-Mart Distribution Center, Co- Part, Oak Haven Mobile Home and RV Park, Lettuce Lake Travel Resort, Riverside RV Resort and Campground, and Big Tree RV Park, and the Thornton Creek Motor Coach Resort in the Sunny Breeze area. The System also provides water and/or wastewater service to customers in the Lake Suzy area, customers along CR769 ("Kings Hwy"), including The Preserve, and along US 17 as well as to other residents and businesses, located along the County's transmission pipelines.

Currently, the System is serving approximately 1,066 Residential Customers, 166 Commercial Customers, and ten ERU Customers for a total of 1,242 Utility Customers. The current water demand, or consumption, averages 0.965 MGD.

Water Storage, Transmission, and Distribution Facilities

General: The water facilities portion of the System consists of storage, re-pumping, chlorination, transmission and distribution facilities. The System has two sources of raw water and one source of potable water. The potable water source is the Peace River Manasota Regional Water Supply Authority (the "Authority"). The County is an "Exclusive Provider Customer" of the Authority which means the Authority is to supply all the future demands. The County's transmission facilities consist of two booster pump stations and approximately forty miles of potable water transmission mains. The distribution facilities consist of approximately 1300 meters measuring between two inches and sixteen inches.

Water Storage Facilities: The System has four water storage tanks, one elevated storage tank and three ground storage tanks.

Storage capacity at the DCI Facility, PWS #6140451 is comprised of a 100,000-gallon elevated storage tank and 175,000-gallon ground storage tank.

The water storage capacity of the County's Public Water Supply System - PWS #6144898 consists of two above ground, pre-stressed concrete tanks that total 1,000,000 gallons. One of the 500,000 gallon tanks is located adjacent to the Wal-Mart Distribution Facility on south US 17 South (South Booster System). The other 500,000 gallon tank is located at the end of Snow Street about 1/2 mile north of SR 70 (North Booster System).

Florida Administrative Code, Section 62-555 requires that water storage capacity be at least equal to fifty percent (50%) of maximum daily flow in the System in order to be considered adequate for the purposes of:

(i) Leveling peak hourly demands,
(ii) Providing water for fire hydrants for operational needs, and
(iii) Emergency situations such as line breaks, power outages and water supply system failures.

The individual storage capacity of each of the County's water facilities allows the System to exceed such requirements.

Water Transmission Facilities: The water transmission facilities consist of one treatment facility and two booster pump stations and twenty-two miles of potable water transmission mains. Each individual water system (DCI, South Booster and North Booster) has booster pumping facilities. The majority of the transmission mains are associated with PWS #6144898 supply system.

Water Distribution Facilities: The water distribution facilities consist of approximately 337 valves and twenty-two miles of various types of water pipes between two and sixteen inches in diameter. The distribution facilities are only partially looped. This presents the possibility that certain portions of the water facilities could be isolated in the event of breakdowns or in the event portions of the water facilities are taken out of service for routine maintenance.

Fire Hydrants: The System includes approximately 389 fire hydrants. Fire hydrants are required to be flow tested once a year.

Wastewater Facilities/Collection System

The Wastewater Treatment Facilities consist of a 0.500 MGD plant at DCI and a 0.950 MGD plant at the Regional WWTP. Design is presently ongoing for the expansion to 1.50 MGD to be completed by the first half of 2026, and subsequently continue expansion to 2.0 MGD. The Forcemain and Collection Systems consist of 29 Lift Stations of which 26 are active and approximately 33 miles of forcemain and 3.5 miles of gravity lines.

Expansions, Improvements, and 5-Year Estimated Capital improvement Program

The County is examining the feasibility for design and construction of interconnecting the DCI water distribution system with the County's main system. Doing so would improve reliability and would remove some dependence on groundwater. Flushing would also be reduced. Alternatively, a ground storage tank is being considered to replace the 50-year-old existing elevated tower thereby eliminating many expensive maintenance costs.

At the DCR WWTP, located at SR31, the County has completed upgrades to the headworks, with updated barscreen(s), diffusers, and recoating the facility for corrosion control.

The County is presently designing a Deep Well Injection ("DWI") System and an accompanying monitoring well to expand the means of effluent disposal. A second DIW is being proposed for redundancy. In addition, the County is also working on the design and construction to possibly rework the existing sprayfield in order to handle the disposal for up to 1.5 MGD for redundancy regarding the DWI. Once both Deep Well Injections are in operation, the County will ultimately stop utilizing the sprayfield and end its current lease.

Capital improvement projects described in the County's Master Plan will be finalized with implementation dating in the Master Plan.

Regulatory Framework and Compliance

The United States Environmental Protection Agency ("EPA") and FDEP stipulate various solid waste, water and air quality regulations governing operation of the system including both water and wastewater. Grant funding, various appropriations and capital funding regulations including monitoring and reporting criteria than can affect future and present funding.

The regulation of consumptive uses of water resources is the responsibility of the South West Florida Water Management District ("SWFWMD") who is responsible within its 16-county jurisdiction for water use regulation and permitting; water shortage and water conservation planning; water supply and water research, and public supply well construction. SWFWMD issues water use permits based on the population served and the ability of the water source to provide the quantity and quality of water needed. Water use permits are generally issued for a 5-year period. Permits may be modified at any time by SWFWMD, if conditions so warrant. Modifications can be based on a demonstrated need for increased water use.

Water Supply

As the County is an "Exclusive Provider Customer" of the Authority, the Authority is the sole source of water to the central system (excluding DCI). As of 2010, the Authority allocated a minimum of 0.675 MGD of water and as of 2025, .0785 MGD is allocated. The minimum quantity adjusts each year in accordance with the Authority's Master Water Supply Agreement.

The DCI Facility has a current SWFWMD permitted capacity of 750,000 GPD ground water withdrawals from four permitted wells. Due to the geographic location of this facility and the estimated construction cost of $50 million, infrastructure to connect the County's water system has not been feasible to date. The ground water supply is utilized for DCI's localized needs only.

The construction of a master meter assembly to serve the DJJCC was completed on May 21, 2012. The water withdrawal quantity of 155,000 GPD that was previously permitted for use by the DJJ WTP has been transferred to the Authority for inclusion with its emergency water supply quantities.

Rate Regulation and Structure

The County, as a governmental entity, is self-regulating to the extent that it determines its own rates, fees and charges and prescribes its own rules regarding the type and quality of service. The actions of the County must be just and reasonable and are at all times subject to review in a court of competent jurisdiction. Regarding matters of service, the County is regulated by State agencies including FDEP and SWFWMD, and by federal agencies including EPA.

The following is a schedule of the current and adopted rates, fees and charges that became effective October 1, 2024:

Schedule "A"

10.b	Billing Charge	Water	Wastewater	
	Per bill issued	$5.74	$5.74	
10.c	**Capacity Reservation Charge**	**Water**	**Wastewater**	
	Monthly per ERU reserved	$22.87	$19.56	
10.e	**Maintenance Fee**	**Water**	**Wastewater**	
	Monthly per unconnected ERU	$3.00	$3.00	
10.f	**Base Charge (monthly)**	**Water**	**Wastewater**	
	Residential Class–Single Family	$22.46	$28.08	
	Residential Class – Multi-Family	$17.99	$22.46	
	Commercial Class – per Meter Size:			
	5/8"	$28.61	$25.30	
	3/4"	$40.05	$35.08	
	1"	$62.92	$54.64	
	1.5"	$120.10	$103.53	
	2"	$188.72	$162.21	
	3	$348.83	$299.12	
	4	$577.56	$494.71	
	6"	$1,149.37	$983.68	
	8"	$1,835.55	$1,570.45	
	10"	$2,636.09	$2,255.01	
	12"	$4,923.35	$4,210.89	
	Irrigation Class – per Meter Size			
	5/8"	$28.61		
	3/4"	$40.05		
	1"	$62.92		
	1.5"	$120.10		
	2"	$188.72		
	3"	$348.83		
	4"	$577.56		
	6"	$1,149.37		
	8"	$1,835.55		
	10"	$2,636.09		
	12"	$4,923.35		

10.g	Volume Charge (monthly)			
	Residential Class – Single Family	**Water**	**Wastewater**	**Declared Water Emergency Rate**
		Per 1000 gallons	**Per 1000 gallons**	**Per 1000 gallons**
	All Usage		$6.00	
	0 - 5,000 gallons	$6.22		$7.96
	5,001-10,000 gallons	$8.29		$9.94
	10,001 – 15,000 gallons	$12.43		$11.94
	> 15,001 gallons	$16.58		$15.91
	Residential Class – Multi-Family			
	All Usage	$8.29	$6.00	
	0 - 4,000 gallons			$7.96
	4,001 – 8,000 gallons			$9.94
	8,001 – 12,000 gallons			$11.94
	> 12,001 gallons			$15.91
	Commercial Class	$8.29	$6.00	$7.96
	Irrigation Class			
	0-10,000 gallons	$8.29		$9.94
	10,000 -15,000 gallons	$12.43		$11.94
	> 15,001 gallons	$16.58		$15.91
	Bulk Customer	$3.75 (take or pay)		
10.h	Excess Volume Surcharge (monthly)			
		Water	**Wastewater**	
		Per 1000 gallons	**Per 1000 gallons**	
		over ERU	**over ERU**	
		Reservation	**Reservation**	
	Residential Class–Single Family	$15.91	$9.58	
	Residential Class – Multi-family	$15.91	$9.58	
	Commercial Class	$15.91	$9.58	
	Irrigation Class	$15.91		
10.i	Excess Wastewater Strength Charge			
	The amount of the Excess Wastewater Strength Charge			
	shall be equal to the Customer's standard Base Charges			
	and Volume Charges multiplied by the greater of either			
	of the two (2) factors: the amount of the Customer's			
	average concentration of BOD in mg/l divided by two			
	hundred fifty (250) minus one; or the amount of the			
	Customer's average concentration of suspended solids			
	in mg/l divided by two hundred fifty (25), minus one			

10.j	**Refundable Deposits**			
	Residential and Commercial - Based on Meter Size:	**Water**	**Wastewater**	
	5/8"	$125.00	$125.00	
	3/4"	$125.00	$125.00	
	1"	$200.00	$200.00	
	1.5"	$400.00	$400.00	
	1"	$650.00	$650.00	
	2"	$1,500.00	$1,500.00	
	3"	$2,600.00	$2,600.00	
	6"	$3,000.00	$3,000.00	
	8"	$4,400.00	$4,400.00	
	10"	$5,500.00	$5,500.00	
	Above 10	Calculated based on $550.00 per inch	Calculated based on $550.00 per inch	
10.k.1	**Connection Charge for Each Type of Utility Service**	**Water**	**Wastewater**	
	Short Service (connection on the same side of the road)			
	Based on Meter Size:			
	5/8"	$1,257.13	$1,257.13	
	1"	$1,295.43	$1,295.43	
	1.5"	$1,742.13	$1,742.13	
	2"	$1,882.52	$1,882.52	
	3" and above	Actual Cost + 10% of Direct Costs	Actual Cost + 10% of Direct Costs	
	Long Service (connection on opposite side of the road)	Actual Cost + 10% of Direct Costs	Actual Cost + 10% of Direct Costs	
10.k.2	**Connection Meter Read**	**Water**		
	Fee Regular Hours	$50.00		
	Fee After Duty Hours	$90.00		
10.k.3	**Meter Installation Charge**			
	Based on Meter Size:			
	5/8"	$459.47		
	1"	$765.78		
	1.5"	$1,244.38		
	2"	$1,914.42		
	3" and above	Actual Cost + 10% of Direct Costs		

10.k.4	**Complex Connections**			
	Costs that greatly exceed standard Connection Charge			
	shall be negotiated in writing for both water and			
	wastewater services			
10.k.4	**Connection Charge Requiring Boring (Short and Long Services)**	Actual Cost		
	Miscellaneous Service Charges	**Water**		
10.m.1	Normal Working Hours Service Charges	$50.00		
10.m.2	After Working Hours Service Charges	$75.00		
10.m.3	**Meter Re-reads and Leak Inspection**			
	Leak Inspections	$30.00		For non-County owned facilities only. (County owned facilities are free.)
	Meter Re-Reads	$30.00		
10.m.4	**Residential Delinquency Charge (Monthly)**	$15.00		
	Commercial Delinquency Charge (Monthly)	1.5% or $15.00, whichever is greater		
10.m.5	**General Service Calls**			
	Problem Correction	At direct costs of labor plus benefits, materials, overhead		
		materials, overhead and indirect County costs.		
10.m.6	**Meter Test**	$50.00		
10.m.7	**Damage Repair**			
	Damage Calls	cost + overhead		
10.m.8	**General Service Calls**			
	Line Location	At direct costs of labor plus benefits, materials, overhead and indirect		
		County costs unless precluded by Chapter 556, Florida Statues.		
10.m.9	**Engineering Services**			
	Developer Application Processing	4% of utility construction costs of $500.00, whichever is greater		
	Site / Utility Plans Review	$250.00 plus cost of outside services (if any)		
10.m.10	**Inspection Fee**			
	Per Inspection Visit	$100.00 or time, materials & overhead whichever is greater		
10.m.11	**Other Miscellaneous Charges**	As determined by the Department to recover costs expended.		
	Availability of Utility Line Search	$50.00		

10.n	**Fire Protection**	**Monthly Fire Protection Charges**		
10.n.1	Hydrants	$10.00	Per Hydrant	
10.n.2	Fire Systems	$10.00	Per Facility	
	Fire Hydrant Flow Testing	$100.00	Per test	
10.1		**Fee-In-Lieu of Franchise Administration Fee**		
10.1.a	Customers Serviced by County	Percentage of gross revenue as determined by BCC resolution		
10.1.b	Customer service by City of Arcadia	Percentage of gross revenue as determined by BCC resolution		
10.2	**Capital Charges**	**Water**	**Wastewater**	
10.2.a	Per ERU	$2,046.00	$4,422.00	
10.2.b	Change in Land Use per ERU Change	$2,046.00	$4,422.00	
10.2.d	Time payment Capital Charges (hardship)	3% over prime interest rate on unpaid balance		
10.2.f	Excess Capital Charge	At cost in excess of Capital Charges paid		
14	**Unlawful Connection Charge**			
	Equal to 3 times the estimated Base + Volume + Excess Volume charges as determined by the Department			
24	**Water Charges on New Construction Accounts**			
	Temporary Construction Meter Deposit	$2,500.00		
25	**Discontinuance of Service**			
25.d	Checks Unpayable			
	Insufficient Funds/returned check charge ($0.00 - $50.00)	$25.00	Per FS 68.065	
	Insufficient Funds/ returned check charge ($51.00 - $300.00)	$30.00		
	Insufficient Funds/ returned check charge (Over $300.00)	$40.00		
26	**Permit to Draw Water from Hydrants**			
	Permit Fee	$75.00		
	Volume used	Same as Volume Charge for Commercial Class above		
28	**Backflow Prevention Devices**			
	Fee for annual check and rechecks of backflow devices			
	Meter Size			
	5/8"	$65.00		
	1"	$65.00		
	1.5"	$65.00		
	2"	$75.00		
	3" and above	Actual Cost		

Capital Charges

Capital charges are fees imposed for each connection to the System in order to allocate the cost of new plant and facilities actually required by the demand the new user proposes to exert upon the System.

All replacement costs of the master distribution network of water and sewer lines are calculated and reduced to a specific cost for each Equivalent Residential Unit ("ERU") proposed to be added to the System.

Virtually all similar utilities in the areas surrounding the County's service area also impose capital charges on developers or new consumers for the same purposes set forth above. Capital charges are determined based upon the individual characteristics of each utility, and since such charges are established for prospective consumers, they are influenced by the projection of treatment plant construction costs in effect at the time new connection fee levels are established. The amount of capital charges is further influenced by the type of facilities utilized and geographic considerations based upon the size and shape of the service area and the resultant effect on the mater water and sewer distribution facilities. Accordingly, those charges vary substantially from utility to utility.

Prepaid Capital Charges

Real estate developers typically seek to obtain a commitment for the supplying of water and wastewater services prior to the time they begin a development. This and other matters are usually provided for in a developer's agreement, between the developer and the local government or local utility company who will supply utility service. The general practice is to require prepayment of capital charges at the time of execution of the developer's agreement, prior to receiving service.

Capacity Reservation Charges

Ordinance 2010-21 provides for the payment of "Guaranteed Revenues" by any entity reserving capacity from the System. These charges consist of cash receipts from developers, builders or contractors who have reserved plant capacity and who have commenced the payment of minimum monthly charges in order to maintain such reservations prior to the completion and occupancy of dwelling or other building units.

The stated purpose for the County's policy on capacity reservation charges is to impose monthly charges for the reservation of water and wastewater capacity in order that those entities receiving the benefit of the reserved capacity would contribute to the fixed and nonvariable costs of maintaining such capacity until actual utilization. The number of such charges payable by each developer is set forth in its developer agreement and is based upon the number of ERU's to be developed by such developer. Capacity reservation charges shall be paid on 100% of the number of ERU's reserved to the developer. Such fees are paid monthly, commencing one month after the initial payment of the prepaid connection fees, and are adjusted at the end of each month to allow for the number of reserved units actually connected during the prior month. The payment of capacity reservation charges does insure the consumer against subsequent increases in the cost of capital charges.

Interest and Miscellaneous Income

The System is expected to earn interest on the investment of moneys in certain funds and accounts. The County anticipates interest will be earned on the average fund and account balances relating to (a) the annual net income after payment of debt service; (b) the revenue guarantees; (c) connection fees received from developers and lot owners; and (d) its renewal and replacement fund. In addition, interest income reflects the value of earned interest, which in and of itself produces additional interest income in each of the subsequent years.

Miscellaneous income sources include turn-on and turn-off fees, late charges and other minor charges.

Rate Comparison

A comparison of residential single-family customers reflecting 5/8" x 3/4" meters at 5,000 gallons of metered water consumption to the County's water and wastewater bills under existing and recommended rates are as follows:

Comparison of Typical Residential Bills for Water and Wastewater Service
Residential Service for a 5/8" or 3/4" Meter at 5,000 Gallons [2]

Description	Water	Wastewater	Total
DeSoto County	$59.71	$55.30	$115.01
Other Florida Utilities[1]			
Bonita Springs Utilities, Inc.	50.84	46.98	97.82
Charlotte County	52.75	68.08	120.83
Collier County	40.34	61.75	102.09
Manatee County	20.85	47.69	68.54
City of North Port	48.20	72.26	120.46
City of Punta Gorda	39.07	44.07	83.04
Sarasota County	29.63	58.97	88.60
Other Florida Utilities' Average	40.24	57.11	97.35

[1] Unless otherwise noted, amounts shown are exclusive of taxes or franchise fees, if any, and reflect rates charged for inside the city service. All rates are as reported by the respective utility. This comparison is intended to show comparable charges for similar service for comparison purposes only and is not intended to be a complete listing of all rates and charges offered by each listed utility.

[2] **[Rates updated as of October 1, 2019]**

Source: DeSoto County Utility Department.

APPENDIX G

WATER AND SEWER SYSTEM INFORMATION
FOR SARASOTA COUNTY, FLORIDA

THE INFORMATION CONTAINED IN THIS APPENDIX HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT THE AUTHORITY AND THE UNDERWRITERS DO NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

Background

The County owns and operates the Sarasota County Public Utilities potable water, wastewater, and reclaimed water system (the "System") that provides water, wastewater, and reclaimed water services to various retail and wholesale utility customers within the County. A description of the System facilities, a summary of the anticipated Capital Improvement Programs ("CIP"), and a discussion of the rates for service are set forth below as well as information regarding system capacities, system demands, historical customer growth, revenues and expenses.

The System serves only areas in the unincorporated portions of the County, excluding the areas served by the Englewood Water District ("EWD"), areas served by a limited number of franchised private utilities regulated by the County, certain mobile home parks with their own water or wastewater treatment plants, and homes that have private wells and/or septic tank systems. The System's service area population is approximately 274,000 residents with expected growth to more than 300,000 residents over the next 20 years. These population projections are the planning level numbers used by the County for infrastructure and capacity analysis.

Chapter 125, Florida Statutes, authorizes the County to operate the System within its service area. In 1972, the County enacted Ordinance No. 72-30 establishing a water and sewer utility system for the County. In 1973, the County enacted Ordinance No. 73-2 establishing Special Utility District No. 1 ("SUD No. 1") as a central water system for the unincorporated portion of northern Sarasota County. In February 1973, the County contracted with Manatee County to purchase up to 10 million gallons per day ("MGD") of potable water.

The County began serving approximately 3,500 retail customers and 8 bulk customers (comprising an additional 21,000 customers) with water service in 1975. In response to the SUD No. 1 growing customer base, approximately $50 million in revenue bonds were issued in 1985 to finance improvements to the County's water and wastewater systems and approximately $6.6 million of the revenue bonds were used to refund the remaining 1973 General Obligation Water Bonds which enabled the dissolution of SUD No. 1 in favor of establishing the System. From 1988 to 2002, the County purchased 19 franchised private water and/or wastewater systems which contributed a total of 25,200 new retail water customers and 35,600 new retail wastewater customers to the System.

In 2002, the County completed the acquisition of a water and wastewater utility system from the Florida Governmental Utility Authority ("FGUA"), which added approximately 5,700 retail water customers and 8,400 retail wastewater customers to the System. On June 23, 2006, the County also acquired the water and wastewater utility system on Siesta Key from the Siesta Key Utilities Authority, Inc. ("SKUA"). Acquisition of SKUA added approximately 3,500 retail water and 3,500 retail wastewater

customers to the System. In addition, on December 14, 2007, the County completed the acquisition of Beekman Place Utilities, Inc., a wastewater utility system which served approximately 400 customers.

On December 13, 2013, the County completed the acquisition from Dolomite Utilities Corp. ("Dolomite") of a water and wastewater utility system (the "Dolomite System") which added approximately 4,900 retail water customers and 7,600 retail wastewater customers to the System. Finally, on July 14, 2017, the County completed the acquisition of the wastewater assets of Lake Forest Utility, LLC, a wastewater system which served a ten-unit apartment complex and 66 townhome units. In addition, the County is currently working through a receivership case on Bee Ridge Utility Corporation, a franchise providing sewer-only service to 43 individually meter condominium customers and 28 commercial customers.

Utility System Operations

The following sections describe the County's water, wastewater and reclaimed water operations including pertinent regulations and current management and staffing.

Regulation of Water and Wastewater Utilities

Pursuant to Chapter 125, Florida Statutes, the Florida Constitution, and the Sarasota County Charter, the Board has all powers of local self-government to perform County functions and render services for County purposes in a manner not inconsistent with general law or with a special law approved by the vote of the electors. Such powers include the authority to provide water, wastewater and reclaimed water utility services, to acquire facilities to provide such services within the County and to regulate certain private utilities within the unincorporated area of the County.

The County must conform to all applicable laws and statutes. The Florida Legislature enacted the Florida Safe Drinking Water Act, Section 403.850-403.864, Florida Statutes, and the Florida Air and Water Pollution Control Act, Section 403.021(2), Florida Statutes, for the purpose of acquiring and maintaining primacy for Florida under the Federal Safe Drinking Water Act ("SDWA") and the Federal Clean Water Act ("CWA"), all of which regulate water and wastewater service to a quality pursuant to regulations set forth to protect public health and the environment. These policies are regulated by the Florida Department of Environmental Protection ("FDEP"), which was granted primacy from the United States Environmental Protection Agency ("USEPA") to administer the regulatory requirements under the SDWA and CWA.

Chapter 62-610, Florida Administrative Code, provides for the regulation of both the disposal and reuse of reclaimed water (treated wastewater effluent). Disposal can include deep well injection and off-site discharge to surface waters. The rule also contains specific use and land application requirements for reclaimed water. Reclaimed water is generally used as a supply for outdoor irrigation and is intended to be an alternative source for more traditional supplies such as potable water or ground water. The County is continuing to examine other alternative uses for reclaimed water as a way to reduce the demand on potable water supplies and ground water resources. The regulations require that operators of wastewater treatment plants submit monthly discharge monitoring reports. The reports include information concerning effluent quality (for example, total suspended solids, biochemical oxygen demand, fecal coliform and nitrates) and daily operating data (such as flow, chlorine residual, pH, and staffing time).

The County also adheres to the other parts of Florida Administrative Code ("FAC"), Chapter 62, regarding the regulation of potable water, wastewater, and reclaimed water facilities. Finally, the County is regulated by the Southwest Florida Water Management District ("SWFWMD"), one of five water

management districts in the State of Florida, which issues water use permits ("WUPs") for surface and underground water usage while protecting the environmental resources. Authority given to SWFWMD to issue WUPs is through Chapter 373, Florida Statutes.

Management

The following describes the management of the System. The County currently has sufficient professional staff to manage the System.

Brooke Bailey, Director of Public Utilities Department, has over twelve years of experience in the Utility/Manufacturing Sector. Her responsibilities include managing the Customer Service, Billing, Engineering/Permitting, Water, and Wastewater Operational Divisions. Ms. Bailey holds a Master of Business Administration degree from the University of Florida with a Bachelor of Science from Miami (Ohio) University. She has experience using Six Sigma Principles and has her Black Belt in Lean Six Sigma.

Carolyn Eastwood, P.E., MBA, PMP, Director of Capital Projects for Sarasota County, has a Bachelor of Science Degree in Civil Engineering a Master's Degree in Civil Engineering as well as a Master's Degree in Business Administration. She has over 30 years of engineering experience, including her work with the New York State Department of Transportation and the Florida Department of Transportation and various engineering and supervisory positions within Sarasota County Government. She joined the County in 1998. As the Director for Capital Projects, her responsibilities include management and supervision of all elements of the Capital Improvement Program ("CIP") for all Sarasota County Departments, including but not limited to Utilities, Transportation, Stormwater, Facilities, and Parks and Recreation. The Capital Projects Department includes Program Management, Project Controls, and the Design and Construction teams assigned to complete water and wastewater CIP projects for the Public Utilities Department. The Capital Projects Department's activities include project management activities related to the design, permitting, construction, and inspections of CIP projects. Her previous work with the County included managing/overseeing the design, permitting, right-of-way acquisition, and construction of roadway, stormwater, and facilities projects, as well as overseeing a variety of Transportation operational programs such as resurfacing, moveable bridge program, public improvement, and lighting improvement districts, development agreements negotiations and FDOT project reviews. She is a licensed, Professional Engineer in the State of Florida and is also a certified Project Management Professional.

Dr. Alesja Polanco, Finance Manager of Public Utilities Department, holds a Master of Business Administration with a concentration in Finance from Florida International University and is a Doctor of Business Administration in Evidence-Based Management from the University of Maryland Global Campus. Dr. Polanco brings over 12 years of experience, including roles as Head of Business Development at AstorMueller in Hünenberg, Switzerland, and Business Development Consultant with Bugatti Sedona in Montreal, Quebec. She joined Sarasota County Government in 2022 as a Business Professional in Transit Finance and was subsequently promoted to Fiscal Consultant III in Financial Management. In 2025 she was appointed as Finance Manager (Manager III) in the Public Utilities Department. Dr. Polanco manages a finance team responsible for budget planning, financial modeling, expenditure and revenue forecasting, procurement, and contract management. She plays a key role in aligning financial strategies with organizational goals to support operational efficiency and long-term sustainability across Public Utilities.

Gregory Rouse, P.E., P.M.P., Assistant Director of Public Utilities Department, has a Bachelor of Science Degree in Civil Engineering. He has over 30 years of professional engineering experience including ten years with large water and wastewater treatment equipment manufacturers where he was involved in the

design, sale, fabrication, and installation of water and wastewater treatment processes, equipment, and pumping systems and six years with a large engineering consulting firm where his responsibilities included the design of water and wastewater treatment plants, pump stations and pipelines. He joined the County in 2004 and his responsibilities included the design and construction of utility, stormwater, solid waste, navigable waterways and natural resource projects. His current responsibilities include the management of the Public Utilities Department Capital Improvement Program, Engineering Planning, Asset Management, Business Operations, and County Utility Regulatory Compliance which include 78 employees. His duties include planning, organizing, supervising, directing and reviewing the work of the engineering group and professional consultants from design through construction including technical, schedule, and budgetary compliance of projects. He is a licensed, professional engineer in the State of Florida and holds a certification as a Project Management Professional.

David Sell, Senior Wastewater Manager of Public Utilities Department, holds an A-level Wastewater Plant Operator license with over 30 years of experience operating and managing wastewater treatment facilities. He is responsible for wastewater treatment planning, design, permitting, compliance, and management for the Wastewater Treatment Facilities, the Reclaimed Water System, a small wastewater treatment plant, the Supervisory Control and Data Acquisition ("SCADA") systems used to operate and monitor the various types of water and wastewater facilities, lift station system, and a field operations wastewater repair crew which include 128 employees.

Andres Ward, Senior Water Manager of Public Utilities Department, is responsible for water treatment and operation and maintenance of the distribution system. This consists of wellfields, water treatment facilities, water pump stations, booster stations, fire hydrants, valves, and meters. The Water Division also oversees and performs in-house construction and capital projects. He has 16 years of leadership and management experience, a Class 1 Water Distribution License, Class A Wastewater Collection Certification, a Project Management Professional, and a master's degree in business administration.

Operations Staffing

The following subsections describe operations staffing for the potable water, wastewater, reclaimed water, and field operations for the System.

Water and Wastewater Utilities Operations

The Public Utilities Water Division Operations Manager is responsible for the wellfields, water treatment facilities ("WTFs"), water pump stations, and elevated storage tanks to supply safe potable water to County residents. The water facilities include the Carlton Wellfield and WTF, the Venice Gardens Wellfield and WTF (Venice Gardens WTF is currently offline), the University Wellfield and WTF, water storage tanks, and five water pump stations. Operation, maintenance, and rehabilitation responsibilities include the wellfields, WTFs, pipelines, meters, and water pump stations. The Water Operations staff is composed of 89 total employees.

The Public Utilities Wastewater Division Operations Manager is responsible for the operation of the water reclamation facilities ("WRFs"), a small wastewater treatment plant ("WWTP"), reclaimed facilities, lift station maintenance, wastewater field repairs, and the Supervisory Control and Data Acquisition ("SCADA") systems used to operate and monitor the various types of water and wastewater facilities. The Wastewater Operations staff is composed of 128 total employees.

The System has gone through an extensive consolidation of the wastewater treatment facilities in the last several years. The County owns and operates three WRFs, two of which are converting to advanced wastewater treatment, reclaimed water storage ponds, deep injection wells, approximately 800 system lift stations, approximately 400 low-pressure pumping systems, and 9 vacuum sewer pumping stations. Furthermore, as part of a continuing effort to consolidate wastewater treatment facilities, the County acquired the Fruitville WRF from Dolomite in 2013, which was removed from service on March 31, 2016, and was demolished in the Fiscal Year ending September 30, 2024. The reclaimed water distribution system comprises the North and South Master Reuse Systems and wastewater treatment.

Field Operations and Maintenance

In fiscal year 2025, the Field Operations and Maintenance Division split between the Wastewater and Water Divisions to align with strategic initiatives and improve efficiency. The operation and maintenance of the lift station systems, reclaimed water lines, wastewater valves, wastewater mains, vacuum sewer pumping systems, and STEP (septic tank effluent pumping) systems are managed under the Wastewater Division Manager. The operation and maintenance of the fire hydrants, water valves, water transmission mains, water distribution lines, and large and small meter installation are managed under the Water Division Manager.

Water System

The following subsections summarize the County's raw water supplies, treatment facilities, finished water storage, and water transmission system.

Potable Water System Components

The County's potable water system components include ground and surface water sources, wellfields, WTFs, water storage and pumping facilities, and transmission and distribution systems. The County has a consolidated WUP for the Carlton, Venice Gardens, and University Wellfields that supply raw water for the County's WTFs. Water Use Permits ("WUPs") are issued by SWFWMD and regulate water withdrawals from surface and groundwater supplies for several uses, including public supply (drinking water).). The County completed its most recent Water Supply Master Plan ("WSMP") in 2021. The 2021 WSMP was prepared in a manner consistent with 10-Year Water Supply Facilities Work Plan requirements. The 2021 WSMP developed water demand projections through 2040, documented the County's water system assets, evaluated existing and potential future water supplies, and developed a CIP for water supply sources, treatment facilities, and distribution system infrastructure. On November 15, 2021, the County adopted the 2020 Water Master Plan, which includes a range of water demand projections calculated from various methodologies and reevaluated potential future water supply sources for capacity, reliability, feasibility, capital costs, and overall advantages and disadvantages. The County continues to update this plan every 5 years.

The County's WTFs facilities include the Carlton, Venice Gardens, and University WTFs. The County also maintains eight pump stations (in addition to those located at the WTFs), 14 ground storage tanks, two elevated storage tanks, and associated transmission and distribution lines.

Interlocal agreements for the purchase and delivery of potable water exist between the County and three other public entities: Manatee County, the City of North Port and the Peace River/Manasota Regional Water Supply Authority (the "Authority"), of which the County is a member.

Water Service Area

The County currently provides water service to the unincorporated areas within the County. Areas within the County not served by the System include the City of Sarasota, the City of Venice, the City of North Port, the EWD and the Town of Longboat Key. The Sun Outdoors Resort provides water supply and treatment to its customers, and there is currently one franchised private utility within the unincorporated area of the County serviced by the System.

The County entered into a wholesale water service agreement with Pluris Southgate, Inc., which provides retail water service to a franchised service area located within the County's unincorporated area. The total water supply needs of the System include projected water demand calculations for Pluris Southgate, Inc.'s franchised area.

Water Sources

Water sources for the County include the T Mabry Carlton Jr., Venice Gardens, and University Wellfields, which withdraw groundwater from Production Zones Two & Three ("PZ2" & "PZ3") of the Upper Floridan and Intermediate Aquifer Systems. The County also has bulk water supply agreements with Manatee County, the City of North Port, and the Authority. These sources are described in the following subsections.

T Mabry Carlton Jr Water Treatment Facility

The T. Mabry Carlton, Jr. Water Treatment Facility (the "Carlton Wellfield") is comprised of 16 active wells that supply raw water to the Carlton WRF. The average daily permitted pumping capacity of the wellfield is 19.987 MGD, with a peak month permitted capacity of 22.749 MGD. The Carlton WUP (No. 20-008836.016) was revised on August 17, 2023 (see "—County Consolidated Water User Permit" below). The increase is due to an expiring contract with Manatee County that has historically supplied water to the County through an interconnect. The contract is a drawdown reduction schedule of capacity until March 31, 2028. There is a 0.5 MGD net swap until March 31, 2038. There is no change in Use Type from the previous revision. The Carlton wells are located within the Upper Floridan and the Intermediate Aquifer System and range in depth from 400 to 724 feet. The Carlton Reserve Wellfield Management Plan monitors the wellfield to prevent water quality degradation and adverse impacts to its environmental systems.

An additional operational flexibility pumpage quantity of 5.0 MGD is permitted for the Carlton Wellfield as part of a regional conjunctive use WUP (No. 20 012926.002) consolidated use permit (the "CUP") which was issued on September 10, 2013 and expires on September 10, 2033. The additional pumpage quantity can be used if the supply from the Authority is temporarily unavailable.

Initially, the CUP was a joint effort between the Authority, the County, the City of North Port, the EWD and the City of Punta Gorda to meet the projected short-term water needs of the region prior to the Authority's Regional Expansion Project (the "REP") coming online. However, as a result of the extended drought the region suffered from 2007 through 2009, the Authority recognized the CUP which included existing supplies from diverse sources could provide the region the additional water that might be needed during an emergency. The CUP allows the Carlton Wellfield to pump an additional 5.0 MGD on an average annual basis to meet the short-term water needs of the region.

Venice Gardens Wellfield

The Venice Gardens Wellfield is comprised of eight permitted wells, seven of which have been drilled, and they are used to supply raw water to the Venice Gardens WTF *(Venice Gardens WTF is currently offline until further review).* This represents potential reserve capacity. The County also acquired two additional wells at the Plantation Wellfield, located near the Venice Gardens Wellfield, which could be used to supplement supply to the Venice Gardens WTF in the future. The average daily permitted pumping capacity of the combined wellfields is 4.4344 MGD with a peak month permitted capacity of 4.4743 MGD. WUP (No. 20 008836.014) was revised on May 24, 2022 which expires in August 2027.

University Wellfield

The University Wellfield is comprised of seven wells, six of which have been pulled to move water quantities to the Carlton, with the long–term goal of no longer producing water at this facility. The remaining well supplies raw water to Pump Station No. 1 to blend with bulk water purchased from Manatee County. The University Wellfield has an average daily permitted pumping capacity of 2.0 MGD and a peak month permitted capacity of 2.4 MGD according to the previous University Wellfield WUP until termination of the water purchase agreement with Manatee County at which point the permitted quantity decreases to zero. WUP (No. 20 008836.014) was revised on May 24, 2022 which expires in August 2027.

County Consolidated Water Use Permit

The consolidated permit modification included no net increase in permitted quantities. The three permits were consolidated under the Carlton Wellfield permit number (WUP No. 20-008836.016), and the new total annual average and peak month permitted quantities are 19.987 MGD and 22.748 MGD, respectively, although each wellfield is still limited to its original permitted quantities.

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Historical Wellfield Pumping

The table below provides the annual average daily and maximum month average daily pumpage quantities for each wellfield during calendar years 2023 and 2024 The table also lists the permitted quantities under the existing permit.

	WUP Permitted Quantity		2023 Pumpage		2024 Pumpage	
Wellfield	Average Annual Quantity (MGD)	Maximum Month Quantity (MGD)	Average Annual Quantity (MGD)	Maximum Month Quantity (MGD)	Average Annual Quantity (MGD)	Maximum Month Quantity (MGD)
Carlton	15.553	18.275	4.153	6.735	7.669	9.893
Venice Gardens	4.434	4.474	0.022	0.029	0.016	0.081
University Wellfield	0.000	0.000	0.264	0.004	0.004	0.027
Total Permitted Quantity	19.987	22.749	--	--	--	--
Totals for Pumpage	--	--	4.439	7.358	7.689	10.001

* May not add due to rounding.
Source: Sarasota County Public Utilities

Bulk Water Supply Agreements

In addition to the County-owned raw water supply sources, the County has entered into long-term bulk water supply agreements with Manatee County, the City of North Port and the Authority. The following subsections describe the contracts to buy water from these entities.

Manatee County. Manatee County has two raw water supply sources: Lake Manatee, an inline reservoir (WUP No. 005387), and the East County Wellfield (WUP No. 007470), a groundwater source. These two sources were originally permitted separately, for use of 34.9 MGD and 13.8 MGD, respectively. On September 25, 2012, SWFWMD issued WUP No. 20-013343.000, which consolidated the two sources along with a new conjunctive use facility in northern Manatee County designated as the Buffalo Creek Wellfield into a single WUP. The authorized quantities included 3.95 MGD in new quantities at the Buffalo Creek Wellfield, as well as the permitted quantities of 34.9 MGD at Lake Manatee and 15.986 MGD at the East County Wellfield. The total permitted quantity of 54.936 MGD was based on a projected population of 433,326 by 2032, an adjusted per capita rate of 106 gallons per capita per day, and wholesale contracts with the City of Bradenton, the Town of Longboat Key, and the City of Palmetto. The WUP (No. 20013343.002) was most recently renewed on May 24, 2016 and includes a total average annual quantity of 54.836 MGD and a peak month quantity of 70.374 MGD for the three water sources. The WUP expires on September 25, 2032.

On February 20, 1973, the County entered into a wholesale water services agreement with Manatee County for the purchase of up to 10.0 MGD of potable water on an annual average basis (the "1973 Agreement"). The 1973 Agreement was set to expire on February 19, 2013. The County entered into a second wholesale water services agreement with Manatee County on February 5, 1991 (the "1991 Agreement"), which gave the County the option to purchase up to an additional 5.0 MGD. Under the 1991 Agreement, the County paid a facility investment fee ("FIF") of $10,824,232 for an additional 4.0 MGD. Furthermore, the 1991 Agreement stated that if the County's water purchased from Manatee County

exceeded 14.0 MGD on any given day, an additional FIF, to be set in accordance with Manatee County's then approved rate, would be due to Manatee County. The initial term of the 1991 Agreement was for a period of 10 years. In 2001, the County exercised a renewal option as provided in the 1991 Agreement and extended the water delivery term for an additional 10 years to February 4, 2011. During the Fiscal Year ended September 30, 2002, the County's wholesale water purchases from Manatee County exceeded 14.0 MGD, and Manatee County requested payment of an additional FIF for the additional 1.0 MGD of reserved capacity as provided by the 1991 Agreement. As a result of exceeding the reserved capacity and a desire by both parties to extend the term for the purchase of water and to have a single wholesale water agreement between the parties, the County and Manatee County entered into a new wholesale water services contract on October 21, 2003 (the "Manatee Agreement"). The Manatee Agreement expires on March 31, 2028, and then added a net swap for another 10 years to maintain water quality. Pursuant to the Manatee Agreement, Manatee County has committed to providing the following maximum daily reserve capacities of water to the County during the term of the Manatee Agreement: March 1, 2004 through March 31, 2008 - maximum daily reserve capacity of 10 MGD April 1, 2008 through March 31, 2015 - maximum daily reserve capacity of 8 MGD April 1, 2015 through March 31, 2020 - maximum daily reserve capacity of 6 MGD April 1, 2020 through March 31, 2025 - maximum daily reserve capacity of 5 MGD April 1, 2025, through March 31, 2026 – maximum reserve capacity 4 MGD April 1, 2026, through March 31, 2028 – maximum reserve capacity 3 MGD April 1, 2028, through March 31, 2038– maximum reserve capacity 0.5 MGD swap to maintain water quality within both potable water systems. The goal of this swap should be a net zero exchange. The Manatee Agreement identifies five water delivery locations that are equipped with water meters to measure the daily quantity of flow to the County. The Manatee Agreement also specifies that Manatee County will deliver water at a minimum static pressure of 50 pounds per square inch ("psi") at each meter under normal operating conditions and that the quality of water will meet all applicable drinking water standards.

Peace River/Manasota Regional Water Supply Authority. The Authority is an independent special district and a regional water supply authority under the laws of the State of Florida. The Authority was established by an interlocal agreement between Charlotte, DeSoto, Hardee, Manatee, and Sarasota Counties in 1982 with the objective of addressing regional water supply issues. Hardee County subsequently withdrew from the Authority in 1983. Presently, Charlotte, DeSoto, and Sarasota Counties, and one additional non-member customer, the City of North Port, purchase water from the Authority. The Authority's chief purpose is to provide water supply to the region and to develop, recover, and supply water sources for municipalities and counties in a manner that will encourage water conservation and minimize adverse environmental impacts.

The Authority and its member customers entered into the Master Water Supply Contract on October 5, 2005, as amended by the Second Amendment on August 5, 2015, and as further amended by the Third Amendment on December 4, 2024 (the "Water Supply Contract"). On December 4, 2024 the Authority and its members entered into the Third Amended Master Water Supply Contract. The Third Amendment increased the capacity allocations. Although agreements for water sales have been entered into between Authority members in the past, the Water Supply Contract supersedes all previous negotiations, proposals, contracts, and agreements. The Water Supply Contract has an initial term of 35 years which expires on October 4, 2059. However, each Authority member customer has an option to extend the contract for an additional term of 35 years.

The Water Supply Contract was developed to: (1) continue to supply the potable water needs of the water customers, (2) govern the operation and expansion of the Authority's water system, (3) direct the construction of the Regional Expansion Program as described below, (4) develop new water supply sources

and continue the planning process for meeting future water demands, and (5) implement a common debt service cost for future new water supply sources.

The Water Sales and Storage Agreement, dated October 3, 2005 (the "Sales and Storage Agreement"), was entered into by the County, Charlotte County and the Authority to satisfy a condition precedent to the execution of the Water Supply Contract and provide a means of settling a disagreement between the County and Charlotte County over the 2.0 MGD agreement (the "Charlotte Agreement") that was entered into by the County and Charlotte County on March 8, 1996. The Charlotte Agreement obligated the County to purchase an annual average of 2.0 MGD of potable water from Charlotte County. The County's obligation to purchase such water began in January 2002 coincident with the proposed completion of the Peace River Option expansion by the Authority. The Peace River Option expansion which was completed in 2002, included: 1) the construction of an additional 12 MGD water treatment plant adjacent to an existing 12 MGD water treatment plant owned by the Authority (the "Peace River Facility") and located in southwest DeSoto County; 2) the construction of twelve new aquifer storage and recovery ("ASR") wells; and 3) the construction of a water transmission pipeline between the Peace River Facility and the Carlton WTF. The County's obligation was set to end on September 30, 2010; however, the proposed Water Supply Contract would have been in conflict with the Charlotte Agreement. In order to terminate the Charlotte Agreement and resolve outstanding issues, the County, Charlotte County, and the Authority entered into the Sales and Storage Agreement.

The Sales and Storage Agreement resolved the issue of the cost and quantity of water delivered by stipulating that, among other things, the Authority would reserve 1.828 billion gallons ("BG") of water currently stored in the Authority's ASR wells for use by the County to meet water demand peaks until the completion of the Regional Expansion Program.

The Sales and Storage Agreement terminated upon the County's depletion of the stored water or two years following the completion of the Regional Expansion Program, whichever came first. The Regional Expansion Program was certified complete on April 6, 2010. Thus, by its own terms, the Sales and Storage Agreement terminated on April 6, 2012, and extended drought conditions during the term of the Sales and Storage Agreement prevented the Authority from making the stored water available to the County. As a result, the County requested that the Sales and Storage Agreement be amended to extend the term. Subsequently, as described below, the Sales and Storage Agreement terminated, and a new Water Storage Agreement followed.

On July 25, 2007, the County and the Authority entered into the GAP Water Supply Agreement (the "GAP Agreement"), which provides that during times of drought or other water emergencies, upon notice by the Authority, the County shall increase production at its Carlton WTF by increasing groundwater withdrawals in accordance with the WUP to reduce the County's demand on the Authority's system. On a monthly basis, the Authority was to credit the County's base rate charge for the potable water produced by the County during the month based on the County's cost per day to purchase 1.0 MGD from the Authority. In reliance on the GAP Agreement, from October 2007 through September 2009, the Authority requested that the County increase its production due to the drought. The increase for that period resulted in a potable water offset of 2.576 BG. The Authority credited the County for the potable water offset from October 2007 through January 2009 but did not credit the County for the period from February 2009 through September 2009. During the latter period, the potable water offset totaled 1.072 BG.

In recognition of the outstanding credit due to the County for the potable water offset and the County's desire to have the Authority continue to store water following the termination of the Sales and

Storage Agreement, the Authority and the County entered into a Water Storage Agreement, dated November 3, 2010 (the "Water Storage Agreement"), which addressed the County's desire to be provided in-kind consideration for the potable water offset not yet credited. The term of the Water Storage Agreement commenced on the date immediately following the termination date of the Sales and Storage Agreement and terminates on October 1, 2019, unless otherwise extended by the parties, and provides that the Authority shall reserve 1.828 BG of potable water in the Authority's reservoirs and the ASR wells, less any amount of water used by the County during the term of the Sales and Storage Agreement. The Water Storage Agreement also includes maximum allowable daily, monthly, and annual limits on the quantity of water which can be provided to the County during the term of the Agreement. Prior to the Authority's execution of the Water Storage Agreement, the Board of County Commissioners of Charlotte County adopted a resolution to initiate the conflict resolution procedures of Chapter 164, Florida Statutes with both the Authority and the County to resolve issues related to the Water Storage Agreement. Upon advice of Authority's Counsel that conflict resolution was not the appropriate means to resolve the issues raised by Charlotte County in its resolution, the Authority executed the Water Storage Agreement. The Authority and the County agreed to meet with Charlotte County to discuss other issues. Before the Regional Expansion Program, the Authority system consisted of a 625 million gallon ("MG") off-stream raw water storage reservoir, a 24 MGD water treatment plant, and 21 ASR wells capable of storing 6.0 BG of treated water. The Authority's raw water supply source is the Peace River and it had an existing WUP for a 32.7 MGD annual average daily withdrawal. The Regional Expansion Program was certified as complete by the engineer of record in 2010, and it increased the average annual water treatment capacity of the Authority system to 32.7 MGD. The Regional Expansion Program included the installation of additional raw water pumps and a 48-inch and 66-inch raw water pipeline from the river pumping station to the reservoir to increase the diversion capacity from the Peace River from 36 MGD to 105 MGD. The maximum allowable diversion under the existing WUP is 120 MGD. The Regional Expansion Program also included a 36-inch raw water pipeline from the reservoir to the WTF. The Regional Expansion Program also included the construction of a new 6.0 BG raw water storage reservoir which stores and provides a surface water supply to the WTF when withdrawal from the Peace River is limited by low flow conditions. The Regional Expansion Program also included the expansion of the WTF facility to a capacity of 48 MGD by constructing chemical feed modifications and additional contact basins, flocculation tanks, sedimentation basins, filters, chlorine contact tanks, finished water ground storage tanks, and high service pumps. Finally, the Regional Expansion Program included the construction of a 20-inch pipeline to provide service to a new DeSoto County connection as well as address potential future needs of the regional transmission system. In 2016, the Authority completed the reconstruction of the water treatment facilities that it acquired in 1991 (the "1991 Rebuild Project"). As a result, certain improvements included in the 1991 Rebuild Project enabled the Authority to increase the WTF facility to a capacity of 51 MGD.

The Water Supply Contract specifies the delivery of water to each water supply customer based on the available capacity of the Authority's system. After the construction of the Regional Expansion Program, the Authority currently provides a total allocation of 34.7 MGD to all its customers. In particular, the Water Supply Contract enables the County to purchase the quantities listed in the table below from the Authority.

Sarasota County Contracted Water Purchase from the Authority

Year	Average Annual Quantity (MGD)	Maximum Month Quantity (MGD)	Maximum Day Quantity (MGD)
FY07	3.500	4.200	4.900
FY08	3.500	4.200	4.900
FY09	6.808	7.931	9.531
FY10	10.116	11.785	14.162
FY11 to FY15	13.225	15.407	18.515
FY16 to FY28[(1)]	15.060	18.084	21.084
FY28	16.560	19.872	23.184

(1) In early 2016, the Authority completed the reconstruction of the water treatment facilities that it acquired in 1991 (the "1991 Rebuild Project"). As a result, certain improvements included in the 1991 Rebuild Project enabled the Authority to increase its overall available water supply by an average annual quantity of 2.0 MGD. Based on the amendments to the Water Supply Contract, dated August 5, 2015, the new water supply quantities were allocated to Sarasota County and the City of North Port. Sarasota County received 1.835 MGD of additional water supply from the Authority. With the additional supply, Sarasota County's total commitment for contracted water purchase from the Authority increased to 15.060 MGD on an average annual quantity basis, 18.084 MGD on a maximum month quantity basis and 21.084 MGD on a maximum day quantity basis. Furthermore, the additional water supply was made available to Sarasota County starting on October 1, 2015.

Source: Sarasota County Public Utilities

The Authority has identified several capital projects associated with the construction of a new water supply reservoir to provide future water capacity to the region, including the County, and certain potable transmission pipelines that are allocated to the County and which are assumed to be debt-financed by the Authority. The Authority's Reservoir 3 project total capital project preliminary cost estimates are currently budgeted by the Authority at $555.9 million, of which $150.5 million is assumed to be funded by contributions primarily from SWFWMD for a remaining project cost to be funded from the Authority Customers of $405.4 million. In summary, the total estimated Reservoir 3 project cost to be funded from the Authority Customers increased from $131.1 million to $405.4 million was due to estimated increases in the cost of construction due to recent market conditions coupled with a net percentage contribution reduction in grant funds anticipated to be contributed to the Authority from the other government agencies. The County and other members of the Authority have not formally reserved capacity in but have committed to the Reservoir 3 project.

Future water needs of each Authority Member and/or Authority Customer beyond the existing contracted water supply capacity of the Authority are reported to the Authority on an annual basis. The Authority will continue to develop water supplies to meet the water requests of its customers provided the request is made with advance notice of at least seven years.

City of North Port. The County and the City of North Port entered into an Emergency Interconnect and Potable Water Service Agreement on May 14, 2007, to provide for reciprocal supply of potable water between the County and the City during times of emergency water conditions. The agreement allows requests of up to 0.5 MGD for an initial delivery period of 60 days. The delivery days can be further

extended for 30-day increments. The water is transferred through a newly constructed interconnect between the County and City of North Port potable water systems.

In addition to the emergency water transfer, the agreement includes a 0.120 MGD annual average and 0.145 MGD maximum monthly water transfer from the City of North Port to the County system. Delivery of the water is treated as a transfer of the Authority allocation in accordance with the Water Supply Contract. The agreement was renewed January 10, 2023, is in effect for ten (10) years and can be automatically renewed for four additional ten (10) year terms unless otherwise terminated by either party upon one (1) year's written notice.

Water Treatment Facilities

The following sections describe the Carlton, Venice Gardens, and University WTFs. The County believes the water treatment facilities are in relatively good condition and, once upgraded with the projects in the CIP, can be reasonably expected to meet the future demands and other requirements of the System.

Carlton Water Treatment Facility

The County's largest WTF is the T. Mabry Carlton WTF (the "Carlton WTF"). The Carlton WTF is located in the southeastern portion of the County, just north and east of Interstate-75 in the T. Mabry Carlton, Jr. Memorial Preserve. The facility began production in 1995 by treating groundwater for delivery to the County's potable water distribution system.

Treatment at the Carlton WTF is provided by 10 parallel electrodialysis reversal ("EDR") treatment trains. The Carlton WTF is currently undergoing upgrades to replace all EDR units, associated ancillary equipment, along with upgrades to other system processes. The upgrades are being done in a phased approach. Phase 1 of the upgrades was completed in March 2021, and Phase 2 is nearing completion. The new EDR units became operational in September 2023, and the electrical equipment for the filters and Supervisory Control and Data Acquisition was completed in December 2023. Carlton WTF is running and pending final checkout with an expectation that the new units will be operational. During Phase 1, the WTF was temporarily out of service from July 2019 to March 2021. After upgrades are complete, the WTF will have 10 new EDR units with a maximum capacity of 1.5 MGD of finished water per train for a total treatment capacity of 15 MGD. The maximum monthly capacity will be increased to 13.5 MGD with one unit out of service, to account for Class I Reliability. The annual average capacity will be 11.25 MGD, assuming one unit out of service and a maximum month peaking factor of 1.2.

Based on the County's most recent WUP modification, the Carlton WTF can provide approximately 12.44 and 14.62 MGD of potable water at average annual day and peak month permitted quantities, respectively, assuming 80 percent recovery of the membrane treatment process. This quantity is sufficient to supply the necessary permitted raw water to fully utilize the expanded treatment capacity of the WTF.

The EDR water treatment process generates a waste brine stream, which is a concentrate with a high mineral content and other constituents removed from the groundwater during the EDR process that must be disposed of in a proper manner. The typical EDR recovery is 80% finished water and 20% brine. The waste brine or reject stream from the EDR process is normally disposed of by pumping the brine back into the ground by means of a deep injection well ("DIW") located at the Center Road Fire Station (Center Road DIW). The County has two additional DIWs that serve as backup disposal options for the Carlton

WTF brine: Injection Well IW-1A permitted for 9.8 MGD located at the Venice Gardens WTF and Injection Well IW-2 permitted for 7.9 MGD located at the Venice Gardens WRF.

Venice Gardens Water Treatment Facility

The Venice Gardens Wellfield and WTF are located in the southwestern portion of the County, east of Jacaranda Boulevard and north of Indian Hills Boulevard. The reverse osmosis ("RO") WTF and wellfield were acquired from Southern States Utilities in December 1994 and were used to increase water supply in the County's southern areas. The facility was operated by the County until 1996, at which time it was taken off-line since the recently completed Carlton WTF was able to provide sufficient supply to the southern areas of the County. The Venice Gardens WTF remained in a standby mode for approximately six years.

As the County's demand increased and in order to utilize the County's existing WUP, part of the facility, including the two RO trains in Building 1, was upgraded and brought back on-line in July 2002. The membrane system in Building No. 1 operates at approximately 50 percent recovery and has a permeate capacity of approximately 0.75 MGD. The old single-stage RO trains in Building 2 were subsequently upgraded to a two-stage system and brought back online in February 2009. Building 2 currently contains five RO trains designed to operate at 75 percent recovery with a total permeate capacity of approximately 2 MGD, bringing the total permeate capacity to 2.75 MGD. The Venice Gardens WTF waste brine stream is disposed of onsite in 24-inch Injection Well IW-1A permitted for 9.8 MGD. Building 1 RO system has been demolished. Building 2 RO system is no longer in operation awaiting demolition. FDEP has removed it from service September of 2023.

University Water Treatment Facility

The University Wellfield and WTF are located in the north-central portion of the County on University Parkway. The WTF is located at the site of a Manatee County interconnect with the County's Pump Station No. 1.

The University WTF elements include degasification and disinfection which can treat up to the maximum of the 2.4 MGD quantity allowed in the current WUP. However, the University WTF treatment processes are not able to remove total dissolved solids ("TDS") from the groundwater. Given the raw water from the University Wellfield contains high concentrations of dissolved solids, the County must blend water produced by the University Wellfield and WTF with water purchased from Manatee County to meet water quality requirements. Based on the County's 2022 revised WUP, SWFWMD is allowing University Wells additional capacity to account for the expiration of the contract with Manatee County, and that additional capacity will be moved to the Carlton Wellfield. Only one well is in service for this facility time. All other production has been transferred.

Historical Water Production

The treatment capacity and the average annual and peak month water production of each County WTF for Fiscal Years ended September 30, 2022, through and including 2024 is provided in the table below. Based on the facility capacities, bulk water purchase contracts, planned facility expansions, and the anticipated water demands, the County has sufficient water supplies to meet its anticipated water demands through at least a 15-year period.

Historical Annual Average and Peak Month Water Production

Treatment Facility or Bulk Water Provider	MMADF Treatment Capacity or Purchase (MGD)	FY22 AADF (MGD)	FY22 MMADF (MGD)	FY23 AADF (MGD)	FY23 MMADF (MGD)	FY24 AADF (MGD)	FY24 MMADF (MGD)
Carlton WTF	18.275[1]	3.248	4.584	3.415	5.660	6.277	7.995
Venice Gardens WTF	4.474	0.220	1.000	0.000	0.000	0.000	0.000
University Wellfield	0.000	0.625	0.890	0.264	0.593	0.004	0.027
Manatee County	5.000[2]	4.131	4.393	3.824	4.850	3.786	4.349
City of North Port	0.145[3]	0.061	0.221	0.022	0.118	0.019	0.131
Authority	18.084[4]	13.899	20.862	16.545	22.925	16.545	22.925
Total[5]	35.934	22.036	24.219	24.069	34.146	26.631	35.427

(1) Finished water capacity based on current WUP quantities from the Fiscal Year ended September 30, 2022 through the Fiscal Year ended September 30, 2024.

(2) Maximum daily reserve contracted quantity as of the end of Fiscal Year ending September 30, 2024.

(3) The purchase from the City of North Port is part of the Authority contracted quantity and is therefore not included in the MMADF treatment capacity or purchase total.

(4) Current maximum month contracted quantity.

(5) Total MMADF indicates the highest total monthly average water production. The total does not equal the sum of MMADF at individual facilities since the MMADF at each facility can occur during a different month.

AADF = Average Annual Daily Flow
MMADF = Maximum Month Average Daily Flow
Source: Sarasota County Public Utilities

Summary of Water Source and Treatment Capacity

A summary of the current permitted water sources and treatment capacity of the System's WTFs is provided in the table below. This table includes the previous individual permitted average annual and maximum pumpage of the County-owned wellfields and the allowable treatment capacities of the WTFs based on those permitted quantities. It also contains the current contract quantities available from Manatee County, the City of North Port, and the Authority. The wellfield pumpage and bulk purchase quantities available will change in future years based on the provisions in existing contracts, proposed future projects to increase WTF capacity, and modifications to existing WUPs.

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Water Source and Treatment Capacity (MGD)

Treatment Facility or Bulk Water Provider	Source: Pumpage Average Daily (MGD)	Source: Pumpage Peak Month (MGD)	Treatment: Production Average Daily (MGD)	Treatment: Production Peak Month (MGD)	Treatment: Facility Treatment Capacity (MGD)
Carlton (80% recovery)[3]	13.553	15.875	6.295	12.000	10.500
University Wellfield (100% recovery)[2]	2.000	2.400	0.263	2.400	2.400
Venice Gardens (75% recovery)[4]	4.434	4.474	0.000	0.000	0.000
Consolidated Permit[1]	19.987	22.749			
Manatee County[2]	5.000	5.000	3.795	5.000	5.000
Authority	15.060	18.084	13.842	18.084	21.084
Total	40.047	45.833	24.195	37.484	38.984

(1) In 2022, the County was approved for the modification to Consolidated WUP to increase raw water allocation.

(2) Effective April 2025, Manatee County and University Facility Capacity changes to 0.0 MGD.

(3) The revised pumpage annual average and peak flows reflect the granted water use permit and revised production flows reflect Phase I & II construction completion

(4) Effective September 2023, Venice Gardens capacity reduced to 0.0 MGD due to aging treatment equipment.

Source: Sarasota County Public Utilities

Water Distribution, Transmission, and Storage Facilities

The following sections describe the System water distribution, transmission, and storage facilities.

The transmission and distribution facilities for the water system consists of more than 1,400 miles of water distribution mains ranging from 1 to 48 inches in diameter, nine miles of raw water pipelines ranging in size from 3 to 16 inches in diameter, and 13 miles of reject main pipe ranging in size from 4 to 18-inches in diameter. The water system currently maintains five pump stations with storage tanks, one booster pump station without storage, two elevated storage tanks, and high-service pumping stations at the Carlton WTF and the Venice Gardens WTF. Stand-by generators are located at the major pump stations and are able to run the stations at full capacity for at least 24 hours without refueling. The distribution system staff includes 3 Class A operators and 3 Class C operators.

Water Storage Facilities

The County water storage system is comprised of 14 ground storage tanks and two elevated tanks. These facilities provide storage to meet daily demand fluctuations, as well as fire flow requirements. The total capacity of storage tanks in the water system is 39.5 MG of which 10 MG is owned by the Authority but located at the Carlton WTF.

Water System Interconnects

The System is connected to several of the surrounding utility service areas through system interconnections. Some connections serve to provide backup water supplies during emergencies, and some serve as connection points for bulk water sales. Existing interconnects to surrounding utilities include four routine sale interconnects with Manatee County, two routine sale interconnects with the Authority, five emergency interconnects with the City of Sarasota, one interconnect with the City of North Port, two emergency interconnects with the City of Venice, and one emergency interconnect with EWD. Two additional interconnects with the Authority and one additional interconnect with the City of Venice are proposed to be constructed in the future.

Water Regulatory Compliance

In 1974, Congress passed the SDWA, which directed the USEPA to establish minimum drinking water standards. These standards are divided into two categories: primary regulations (those required for public health) and secondary regulations (those recommended for aesthetic qualities). The State of Florida has adopted secondary regulations as enforceable standards. FDEP has the primary role of regulating public water system in Florida as derived from Chapter 403, Part IV, Florida Statutes, and by delegation of the federal program from the USEPA. FDEP has promulgated rules within the FAC Chapter 62 for the regulation of public water supplies. The Water Utility System complies with the rules of FAC Chapter 62.

In accordance with the SDWA requirements, the County publishes and distributes a Consumer Confidence Report annually outlining the System's compliance with the water quality standards established by USEPA. The County routinely funds annual renewal and replacement improvements to their public water system facilities. The County is not aware and has not received any notices that Manatee County or the Authority have had any violations to their WUPs in the last five years.

To the County's knowledge, the County is in full compliance with all federal and state regulatory requirements relating to the provisions of water services and there are no outstanding consent orders requiring corrective actions issued by any regulatory agency relating to any component of the water system. The County operates all its wellfields and WTFs according to permits issued by the regulatory agencies. The County has maintained an active WUP for all of its wellfields.

Wastewater System

This subsection summarizes the County's wastewater collection, treatment, disposal, and reclamation facilities.

Wastewater System Components

The System's wastewater system components include collection, pumping, transmission, treatment, and disposal facilities. County-owned collection and treatment facilities include four wastewater treatment facilities, approximately 800 wastewater lift stations, and 1390 miles of wastewater collection mains and force mains. Effluent disposal facilities include reclaimed water storage, transmission and distribution mains, and Deep Injection Wells ("DIWs"). An interlocal agreement is in place for wastewater treatment and disposal of 3.0 MGD with the City of Venice. There is no expiration date in the existing agreement.

Wastewater Service Areas

The County's existing wastewater service area is divided into three geographical areas: North County, Central County, and South County.

Over the past several decades, wastewater service has been provided to County residents through many means. Providers of wastewater service have included the County, cities, and private companies. At one time, private companies provided all wastewater service outside of the municipal boundaries. A countywide Wastewater Master Plan adopted in 1993 (the "1993 Plan") established a policy for the acquisition, consolidation, and regionalization of private wastewater treatment plants, a significant portion of which were operating pursuant to a franchise agreement. To date, the number of private operating wastewater treatment plants set out in the 1993 Plan has been reduced from 120 in 1993 to 20 in 2021. The 20 plants provide service to privately-owned utilities, franchised private utilities, municipally-owned utility systems and the System.

A countywide Wastewater Management Plan (the "Management Plan") was completed and adopted in 2023. The Management Plan recommended continuation of nutrient reduction strategies, including the conversion from secondary treatment standards to advanced wastewater treatment (AWT) at each of the County's three WRFs along with strategies for future biosolids handling, as well as the continued implementation of the CMOM Program which will provide the framework for a comprehensive and predictive approach to infrastructure replacement.

Another step toward achieving recommendations set forth by the Management Plan was the removal of septic tank systems, which provided individual treatment to single properties in the County. Studies conducted by the County found that septic tanks were a probable source of pollution of Sarasota Bay. Most existing systems in the County would not meet the current construction and design standards established by the County ordinance for on-site treatment systems (septic tanks) if they were constructed today. Therefore, the County voluntarily implemented a septic system replacement program. Approximately 15,400 septic tanks were identified for removal from service in the Phillippi Creek area of the County.

In December 2000, the County enacted Ordinance No. 2000-079, creating Section 126-58 of the Code of Ordinances of Sarasota County entitled "Connection to the Sarasota County Utilities System." This ordinance provides a mandatory connection policy that requires the owners of on-site sewage treatment and disposal systems to connect to an available publicly owned wastewater system within 365 days after receiving written notification that the central wastewater collection system is available for connection. Construction for the Phillippi Creek Septic System Replacement Program ("PCSSRP") began in 2001. It is scheduled for completion over a multi-year period and as originally planned consisted of 16 phases.

The County currently owns and operates three WRFs and a small wastewater package plant. In addition, the County in 2004, pursuant to an interlocal agreement with the City of Venice, completed a 3.0 MGD plant expansion to the City of Venice's existing 3.0 MGD Eastside Advanced Wastewater Treatment Plant ("AWWTP") which obligated the City of Venice to accept, treat, and dispose of up to 3.0 MGD of wastewater flow from the County at the City of Venice's expanded 8.0 MGD Eastside AWWTP.

Wastewater Collection System

The County's wastewater collection and transmission facilities transfer wastewater to the County's four treatment facilities. The County's wastewater collection system consists of approximately 1,390 miles of collection and transmission mains and approximately 800 wastewater lift stations.

Wastewater Treatment Facilities

The System

The County owns and operates four wastewater treatment facilities. These four wastewater treatment plants are described in further detail in the following subsections. The three regional County-owned plants include the Bee Ridge WRF, the Central County WRF, and the Venice Gardens WRF. The County also owns and operates a small neighborhood treatment facility (Lake Forest) and owns a portion of the capacity within the City of Venice's Eastside AWWTP.

FDEP establishes permit capacities for wastewater treatment facilities based on an annual average daily flow ("AADF") or a three-month rolling average daily flow ("3MRADF"), depending on facility. It is anticipated that the County's wastewater treatment facilities, once expanded or upgraded with the projects described in the CIP, will be adequate to treat the projected wastewater flows of the System for the next 20-year period.

North County Service Area

The following wastewater treatment plants operate within the North County Service Area.

1. Bee Ridge WRF is an activated sludge plant with tertiary filtration. The plant effluent discharges to the North Master Reuse System with backup disposal to the Atlantic/Brentwood DIW. This facility has a current permitted capacity of 12 MGD MMADF as a Type I, activated sludge, domestic wastewater treatment plant. The Bee Ridge WRF will be expanded to 18.0 MGD MMADF and converted to advanced wastewater treatment as part of the Bee Ridge WRF Expansion and an AWT Conversion project. The Bee Ridge WRF staff includes 5 Class A operators, 1 Class B operator, and 5 Class C operators.

The Bee Ridge WRF operating permit (FLA013372-020-DWF/MM) was last modified on February 23, 2023, and expires on December 18, 2027.

2. The Lake Forest WRF is an activated sludge extended aeration facility that serves the Lake Forest Condominium Complex and was acquired by the County in July 2017. The facility has a permitted capacity of 0.03 MGD AADF. The plant effluent is transported to the Bee Ridge WRF for further stabilization and disposal. The Lake Forest WRF permit (FLA013453-006-DW3P) was issued on December 19, 2024, and will expire on December 18, 2029.

Central County Service Area

The Central County WRF operates within the Central County Service Area. The Central County WRF is an activated sludge plant with tertiary filtration. This plant has a permitted capacity of 8.0 MGD 3MRADF as a Type I, modified Ludzack-Ettinger, domestic wastewater treatment plant. The Central County WRF permit (FLA013455-018-DWF) was last modified on December 19, 2024, and expires on

December 18, 2029. The plant discharges effluent to the North Master Reuse System and maintains a backup disposal method through the Atlantic/Brentwood DIW. In addition, the WRF has an existing 1.0 MGD aquifer storage and storage system which consists of one Class V underground injection well and two ground water monitoring wells.

South County Service Area

The following wastewater treatment plants operate within the South County Service Area.

1. Venice Gardens WRF is an activated sludge plant with tertiary filtration. The plant has a permitted capacity of 3.0 MGD 3MRADF as a Type I, extended aeration, domestic wastewater treatment plant and is expandable to 4.0 MGD 3MRADF. The permit (FLA043494-018-DW1P) was renewed on February 15, 2024, and will expire on June 5, 2029. The Venice Gardens WRF has the capability to transfer 3.0 MGD of excess flow to the City of Venice's Eastside AWWTP. The Venice Gardens WRF will be expanded and converted to advanced wastewater treatment as part of the Venice Gardens WRF Expansion and AWT conversion project. The plant effluent discharges either to the South Master Reuse System, an onsite DIW, an onsite rapid infiltration basin ("RIB"). The plant also has the ability to use the Jacaranda or Center Road DIW as a backup disposal option. The Venice Gardens WRF will be expanded to 6.0 MGD and converted to advanced wastewater treatment as part of the Venice Gardens WRF Expansion and an AWT Conversion project.

2. The City of Venice's Eastside AWWTP has a permitted capacity of 8.0 MGD 3MRADF as a Type I advance wastewater treatment (Bardenpho Process) domestic wastewater treatment plant with nutrient removal and tertiary filtration. Although this facility is not County-owned, the County funded a 3.0 MGD expansion and can send flow to the plant in accordance with an interlocal agreement (Contract No. C89-457), dated September 5, 1989, between the City of Venice and the County. The interlocal agreement required the County to fund a 3.0 MGD plant expansion project to be able to send up to 3.0 MGD of County flow to the plant for treatment and possibly receive the treated effluent back for reuse water distribution. The County believes that this facility is in very good condition.

The plant effluent discharges to either the City of Venice's effluent reuse system, the County's South Master Reuse System, pursuant to a Memorandum of Understanding ("MOU") (Contract No. 2004-327) developed between the City of Venice and the County on July 27, 2004, or to a surface water discharge in Curry Creek (classified as a Class III Fresh Water by the State of Florida) which connects into Roberts Bay, pursuant to the facility's National Pollution Discharge Elimination System ("NPDES") permit. The surface water discharge has not been used since 2010. The MOU defines permitting activities to be the responsibility of the City of Venice. The facility's permit (FL0041441-016-DW1P) was issued on March 9, 2022, and will expire on March 8, 2027. The County believes that this facility is in good condition.

3. Previously, the County owned and operated an AWWTP on Siesta Key. The County acquired this facility from the Siesta Key Utility Authority in 2006. The Siesta Key facility was an activated sludge plant with tertiary filtration with surface water discharge. The plant has a permitted capacity of 2.7 MGD 3MRADF as a Type I contact stabilization advanced domestic wastewater treatment plant. The plant was taken offline on May 2018, and a master pump station was constructed to transfer the Siesta Key flows to the Central County WRF.

Wastewater Flows

The table below lists the highest 3MRADF at each of the County's wastewater facilities in the System during each of the past five Fiscal Years, as well as the permitted 3MRADF capacity.

Based on the facility capacities, including the expansions currently underway at the regional WRFs, and the existing highest 3MRADFs listed in the table below, the County has and will continue to have sufficient wastewater treatment capacity to meet its demands for service well beyond the next 15-year period.

Historical Wastewater Three Month Average Daily Flows (MGD)

		M3MADF or MMADF in MGD during Fiscal Year Ended September 30,[1]			
	Permitted				
Wastewater Reclamation Facility	Capacity	2021	2022	2023	2024
Bee Ridge[2]	11.500	7.799	7.395	7.495	8.907
Central County[3]	7.700	6.387	5.868	6.053	6.671
Venice Gardens	2.900	2.708	2.648	3.056	3.404
Lake Forest WWTP	0.030	-	0.006	-	-
Total Flows[4]	22.130	16.888	15.917	16.603	18.982

(1) M3MADF or MMADF depending on permitted flow basis.

(2) Permitted capacity at Bee Ridge WRF will increase to 18 MGD MMADF upon completion of an on-going improvements project.

(3) Siesta Key Plant was decommissioned in April of 2018 and flow has been directed to central County.

(4) Total Permitted Capacity does not include facilities out of service.

Source: Sarasota County Public Utilities

Treated Wastewater Effluent Disposal

The County utilizes several methods of effluent disposal including the following:

1. Reclaimed water to residential areas, golf courses, agricultural purposes, County medians and common areas, and parks.
2. Reclaimed water storage ponds
3. Deep injection wells
4. Rapid infiltration basin

[Remainder of page intentionally left blank]

The effluent disposal methods for the treatment facilities are summarized in the table below.

System Effluent Disposal Methods
for Sarasota County Wastewater Treatment Facilities

Facility	Reclaimed Water	Deep Injection Well	Surface Water Discharge	Rapid Infiltration Basin
Bee Ridge WRF	X	X	-	-
Central County WRF	X	X	-	-
Venice Gardens WRF	X	X	-	X
Lake Forest WRF	X	X	-	-
Venice Eastside AWWTP	X	-	X	-
Atlantic Brentwood WRF[(1)]	-	X	-	-

[(1)] While the Atlantic Brentwood WRF has been taken out of service, the DIW at this location is still in operation and is connected to the North Master Reuse System.

Source: Sarasota County Public Utilities

Reclaimed Water

The County has an extensive base of reclaimed water customers served from the County-owned WRFs. The System's reclaimed water distribution system consists of approximately 103 miles of reclaimed water main pipe ranging in size from 1.5-inch to 48-inches in diameter, five pump stations and 377.6 MG of storage capacity.

The County's reuse system has interconnections to the City of Venice and City of Sarasota reuse systems. Since demand for reclaimed water is seasonal, the system allows transfer to and from long-term storage ponds. The County has five deep injection wells that provide wet weather discharge capacity and one reclaimed aquifer storage and recovery ("ASR") well. Reclaimed water is provided to two distinct areas of the service area, the North and South Master Reuse Systems, which are described in further detail below.

North Master Reuse System

The North Master Reuse System is located in northern Sarasota County bounded on the north by the Manatee County line, on the east by the Manatee County line and the Myakka River State Park, on the south by Laurel Road and on the west by the Gulf of Mexico and Beneva Road. The North Master Reuse System permit (FLA177008-012-DW1R) expires on October 21, 2025, and is expected to renew. The permit allows distribution of up to 13.6 MGD annual average daily flow ("AADF") of reclaimed water over approximately 5,652 acres. Reclaimed water meeting Part III Public Access standards is provided to the North Master Reuse System by the following facilities:

Bee Ridge WRF - up to 12.0 MGD (AADF)
Central County WRF - up to 8.0 MGD (AADF)
City of Sarasota Advanced WWTP – up to 2.0 MGD (AADF for sending and receiving)

Sarasota County South Master Reuse System

The South Master Reuse System is located in southern Sarasota County bounded on the north by Laurel Road, on the east by the City of North Port, on the south by the EWD service area, and on the west by the Gulf of Mexico and the City of Venice. The South Master Reuse system permit (FLA177008) expires on April 18, 2026. The current permit allows distribution of up to 6.3 MGD (AADF) of reuse water applied over approximately 2,003 acres of golf courses and residential developments. Reclaimed water meeting Part III Public Access standards is provided to the South Master Reuse System by the following facilities:

Venice Gardens WRF - up to 3.0 MGD (AADF)
City of Venice's Eastside AWWTP - up to 3.0 MGD (AADF)
West Villages Improvement District – up to 0.5 MGD (AADF)

Biosolids Handling

Biosolids produced at the plants are of landfill disposal quality in accordance with FDEP requirements and Florida law. All biosolids produced by the System are dewatered through mobile dewatering equipment and transported to a composting facility located outside the County for disposal. Since 2003, the County has contracted with Synagro South LLC to dewater haul and dispose of the WRF biosolids to the Sarasota County landfill or the Okeechobee landfill which is located approximately 100 miles from Sarasota County. Starting in 2016, the dewatered solids were hauled and further processed at the Charlotte County Bio-Recycling Center, LLC (FLA779466) and Solorganics, LLC (FLA624314) to Class AA or Class A/AA standards respectively. The current contract with Synagro South LLC began in 2024 and will continue for three years with the expectation that it will be renewed for up to two additional one-year periods.

Wastewater Regulatory Compliance

Wastewater regulations set forth in FAC Chapter 62 and FDEP state minimum standards and specific requirements for regulation of domestic wastewater treatment facilities. The System complies with the applicable regulations of FAC. The County reports that the System has had no violations to their permits relating to the wastewater facilities within the last five years, aside from the matters discussed below.

On September 11, 2019, the County received Consent Order from FDEP (OGC No. 19-0255) due to violations of FAC rules and the County permits. At the Bee Ridge WRF, three multi-week discharges of treated effluent from the overflow weir in the reuse storage pond at the facility was reported between August 16 and October 30, 2018, between December 23, 2018, and March 12, 2019, and between March 18 and March 26, 2019. The discharges totaled 432 MG. In addition, FDEP reported 35, 27, and 21 spills of wastewater (treated and untreated) at the Bee Ridge WRF, Central County WRF, and Venice Gardens WRF, respectively. The Consent Order ordered the County to complete the following:

1. Completion of short-term fixes including construction of a booster pump station, increasing the Atlantic/Brentwood DIW capacity, and upsizing the Central County WRF DIW pump impellers.
2. Completion of a long-term fix to ensure that no unauthorized discharges of treated effluent from the Bee Ridge WRF occurs.

3. Submission of an annual capacity verification report by every September 30 until the Consent Order is closed.
4. Submission of a report attesting completion of operational enhancements that improve and increase the reliability of the failed components at each location where a wastewater sanitary sewer overflow (SSO) occurred.
5. Implementation of a CMOM program for the County's wastewater system.
6. Permanent implementation of advanced wastewater treatment at the Bee Ridge WRF by December 31, 2025.
7. Submission of a written report every 6 months containing the status and progress of projects being completed under the Consent Order.
8. Payment of $802,300 in civil penalties for the settlement of the Consent Order or completion of an in-kind penalty project that is one and a half times the civil penalty setoff amount.

In addition to the Consent Order, the County received a Stipulated Order of Dismissal on September 10, 2019 for the effluent discharges at the Bee Ridge WRF settled with the environmental groups Suncoast Waterkeeper, Our Children's Earth Foundation and Ecological Rights Foundation. The Stipulated Order requires the following:

1. Elimination of illegal discharges of reclaimed water from the Bee Ridge WRF by completing the measures described in the Statement of Work for Corrective Action.
2. Improvement of the County's sanitary sewer system infrastructure to minimize the risk of SSO through the County's system.
3. Submission of semi-annual reports describing the status and progress made on the projects.
4. Submission of a Public Notice of Pollution to FDEP for any reportable release of SSO occurrences.
5. Permanent implementation of advanced wastewater treatment at the Bee Ridge WRF.

Semi-annual status updates are submitted in March and September of each year to provide updates on the progress updates of all Consent Order requirements. Progress made is also documented on the County's website.

The County is complying with the requirements of the Consent Order and Stipulated Order. Projects progress and reporting is being completed on schedule, including the following:

1. Short-term fixes including the construction of a reclaimed water system booster station, piping modifications to connect the Parcel X storage ponds to the Central County WRF storage ponds, Atlantic DIW acidization, construction of 1,600 LF of 16-inch reclaimed water main along Palmer Ranch Parkway extension, and the Central County WRF DIW pump impeller upsizing are complete.
2. Long-term fix projects at the Bee Ridge WRF including two salinity barrier aquifer recharge wells which were completed in June 2023. Operational testing of the Bee Ridge WRF Salinity Barrier Aquifer Recharge System began March 20, 2024, and is anticipated to last until March 20, 2027.
3. Annual Capacity Verification reports commenced submittals in September 2020 and continue until the present time. The most recent report was submitted September 25, 2024.
4. The SSO Operational Enhancement Report was submitted on June 30, 2020.

5. CMOM Program implementation is ongoing. The County has developed a SSO Response Plan and is implementing the program over a period of 6 years from 2020 through 2025.

The Bee Ridge AWT Conversion is ongoing. The preliminary design phase is expected to be completed in October 2025. Semi-annual reports have been submitted in 2020 and 2021. The first 2022 report was submitted on March 11, 2022, and the second 2022 report was submitted by September 10, 2022. The County elected to complete in-kind projects in lieu of paying the stipulated penalties. The Belle Meade Lining project, Mangrove Point Lining project, Manhole and Lift Station Lining project, Manhole coating project, Whistlewood Basin Lining project, and the Lift Station Coating project are complete. In addition to the in-kind projects, the County has paid $38,550 of penalty fees to date to the Sarasota Bay Estuary Program. The County received a Compliance Inspection Report from FDEP on July 11, 2022 that noted the County had not met the compliance schedule outlined in the October 30, 2019, permit modification, not sampled in accordance with the permit, and not provided a collection system operation and maintenance manual upon request. Permit exceedances reported at the wastewater reclamation facilities are noted below: Bee Ridge WRF: Permit exceedances for six parameters occurred between January 2017 and June 2022. The parameters and times exceeded were for total nitrogen one-time, carbonaceous biological oxygen demand (CBOD) one time, percent fecal coliform one time, three-month average daily flow (3MADF) two times, and percent capacity one time. These excursions did not result in any regulatory action. Venice Gardens WRF: Permit exceedances for three parameters occurred between January 2017 and June 2022. The parameters and times exceeded were total suspended solids (TSS) five times, minimum residual chlorine two times, and maximum fecal coliform three times. Central County WRF: Permit exceedances for six parameters occurred between January 2017 and June 2022. The parameters and time exceeded were CBOD six times, TSS 12 times, maximum fecal coliform six times, MMADF seven times, 3MADF one time, and monthly average flow five times. All but two flow exceedances were reported prior to the expansion of the Central County WRF to 8.0 MGD. Lake Forest WRF: One permit exceedance of cumulative annual average daily wastewater inflow (AADF) was reported between January 2017 and June 2022. As documented in the Consent Order, the County has experienced a number of wastewater and reclaimed water overflows (spills) across the wastewater system. Between January 1, 2017, and December 31, 2024, the County experienced 622 overflows amounting to discharges of approximately 3,560,000 gallons of wastewater and 766,322,674 gallons of reclaimed water. The County is completing the projects outlined in the Consent Order as well as other rehabilitation projects throughout the wastewater collection system to minimize overflows in the future.

Aside from the aforementioned violations, the County currently is in full compliance with all federal and state regulatory requirements relating to the provisions of wastewater services and, except for a Consent Agreement with the FDEP for the replacement of the deep monitoring well at the Venice Gardens WRF Deep Injection Well ("DIW") IW-2 System discussed below. There are no other current outstanding consent orders or possible violations requiring corrective actions issued by any regulatory agency relating to any component of the wastewater system. The County operates all its wastewater treatment plants pursuant to permits issued by the requisite regulatory agencies, and the County has maintained current permits for all of its facilities. The County entered into a Consent Agreement with the FDEP on October 22, 2024, which stipulated that the County would replace the deep monitoring well MW-2B at the Venice Gardens WRF DIW IW-2 System by March 31, 2025; this deadline was extended by the FDEP to June 30, 2025. The replacement of deep monitoring well MW-2B with replacement deep monitoring well MW-2BR is nearly complete with electrical and SCADA connections being the final remaining work to complete.

Deep Injection Wells

The County utilizes DIWs for disposal of WTF brine waste and excess reclaimed water that is not in demand during wet weather. The County currently operates five DIWs: the Atlantic/Brentwood IW-1, Venice Gardens RO WTF IW-1A, Venice Gardens WRF IW-2, Center Road DIW, and the Central County WRF DIW-1 are classified as Class I Injection Well Systems and have been in use by the County for a number of years.

The Atlantic/Brentwood IW-1 is permitted for 4.87 MGD (Permit No. 0040039-010-UO/1M). The permit expired on January 30, 2024. The permit was renewed and expires on February 25, 2030. This DIW has passed all of its mechanical integrity tests ("MITs").

The Venice Gardens WRF IW-2 is permitted for 7.9 MGD (Permit No. 369048-001-UO/IX). The permit for Venice Gardens WRF IW-2 expires on March 17, 2026. As mentioned above under wastewater compliance, the County is under a Consent Agreement with the FDEP to replace the deep monitoring well MW-2B by March 31, 2025, which was subsequently extended to June 30, 2025. The replacement of deep monitoring well MW-2B with replacement deep monitoring well MW-2BR is nearly complete with electrical and SCADA connections being the final remaining work to complete.

The Center Road Class I Injection Well System IW-1 is permitted for 5.3 MGD (Permit No. 326774-003-UO/IX). The permit for Center Road DIW expires on April 14, 2027, and the County stated that this DIW has passed all MITs.

The Central County WRF Class I Injection Well System IW-1 is permitted for 18.54 MGD (Permit No. 333543-003-UO/1M). The permit for the Central County WRF IW-1 expires on April 14, 2027, and the County stated that this DIW has passed all MITs.

The Venice Gardens WTF IW-1A is permitted for 9.8 MGD (Permit No. 0331586-002-UO-1X). The permit for Venice Gardens WTF IW-1A expires on August 24, 2026, and the County stated that this DIW has passed all MITs.

The Central County Utilities WRF Class V, ASR Well System ASRTP-1 is permitted for 2 MGD (Permit No. 333415-002-UO/5SR). The permit for Central County ASRTP-1 expires on September 8, 2026.

In addition, the County has a construction permit to construct and operationally test an aquifer recharge injection well system, consisting of two non-hazardous Class V injection wells and three monitor wells at the Bee Ridge WRF. The injection wells will have a maximum disposal of 18.6 MGD and will be used as a backup disposal method to reuse during wet weather. The permit renewal application was submitted to the FDEP on October 25, 2022, and renewed December 15, 2022.

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The table below summarizes DIWs utilized by the System.

Deep Injection Wells Permitted Capacities

Facility	Permitted Capacity (MGD)	Permit Expiration Date	Permit Status
Atlantic Brentwood DIW	4.87	February 25, 2030	Current
Center Road DIW	5.30	April 14, 2027	Current
Venice Gardens WRF IW-2	7.90	March 17, 2026	Current
Central County WRF DIW-1	18.54	April 14, 2027	Current
Venice Gardens WTF IW-1A	9.80	August 24, 2026	Current
Central County ASTRP-1	2.00	September 8, 2026	Current
Total DIW Capacity	48.41		

Source: Sarasota County Public Utilities

Capital Improvement Program

The CIP for the System is based on: (i) the current status of projects under construction or appropriated (funded) for future construction; and (ii) the County's most recent Five-Year CIP. The CIP is summarized in the table below. The CIP includes a variety of major additions, extensions, improvements and rehabilitation of the water, wastewater and reuse water systems. The County has identified approximately $667 million (excluding additional capital outlay in the approximate amount of $490 thousand million as described in the table below) in capital expenditure appropriations for the Forecast Period which includes certain capital projects with funds appropriated in prior years by the Board that have not yet been completed at the beginning of the Forecast Period.

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Estimated Capital Improvement Program – For the Forecast Period ($000s)

	For the Forecast Period Ending September 30,					Five-year	Percent
	2025	2026	2027	2028	2029	Total	of Total
Water System – CIP	$99,774	$18,256	$18,705	$10,635	$16,834	$164,203	24.619%
Wastewater System – CIP	$373,103	27,361	24,483	28,826	20,620	474,393	71.126
Reuse System – CIP	$22,502	1,594	1,594	1,344	1,344	28,379	4.256
Total Capital Improvement Program	$495,378	$47,212	$44,782	$40,805	$38,798	$666,975	99.9999%
Department Capital[1]	$117	88	91	95	98	490	0.0007%
Total Capital Funding	$495,495	$47,300	$44,874	$40,900	$38,897	$667,465	100.0%

[1] Amounts shown are not considered by the County as a component of the System CIP; amounts do represent capital expenditures that are funded annually from operations (Rate Revenues) such as equipment and vehicles and are a capital expenditure for financial reporting purposes.

Source: Sarasota County Public Utilities.

Estimated Capital Improvement Plan Funding Sources– For the Forecast Period ($000s)

	Estimated Funding Amount[1]	Percent
Renewal, Replacement, and Improvement Fund (Fund 402)[2]	$---	0.0%
Capital Account (Fund 405)	296,258	44.4
Water Impact Fees (Fund 409)	1,173	0.2
Wastewater Impact Fees (Fund 411)	1,520	0.2
Previously Issued Bonds and Series 2021 Bond (WIFIA) – Available Funds[3]	139,809	20.9
Additional Parity Bonds to be issued in 2025[4]	176,206	26.4
Outside Agency Grants / Surtax Contribution (General Fund)	52,010	7.8
Annual Operations / Rate Revenues[]	490	0.1
Totals	$667,465	100.0%

[1] Amounts include appropriations for both Fiscal Year 2024 carryover capital projects (previously approved and still considered as active projects) and the CIP for the six Fiscal Year period 2025-2030, and the allowance for recurring Department (budgetary) Capital.

[2] County maintains on deposit amount equal to the required minimum balance in the Renewal, Replacement and Improvement Fund as delineated in the Resolution; all capital funds accrued during the Forecast Period from System operations are deposited into the Capital Account (Fund 405).

[3] Reflects project funding from proceeds of the Series 2023 Bonds and anticipated draws against the 2023 Federal Water Infrastructure Finance and Innovation Act Loan.

[4] Reflects Additional Parity Bonds anticipated to be issued.

[5] Amounts reflect funding of the capital outlay from operations primarily for capital expenditures not considered as a part of the CIP which are referred to as Departmental Capital (capital expenditures included as a part of the general operating budget of the System).

Source: Sarasota Public Utilities

As shown above, approximately 44.9% of the capital program is anticipated by the County to be funded from internal sources (e.g., rate revenues, deposits to the Capital Account from operations, impact fees, sales surtax contributions, and available fund balances). The capital improvement funding plan does assume the issuance of Additional Parity Bonds primarily being issued to fund major capital projects that the County has identified that are both for the expansion of the System and for ongoing renewals and replacements to maintain capacity and improve overall levels of service. It should be noted that the County annually updates its utility capital improvement program and corresponding funding analysis as part of the budget process to evaluate the timing of the expenditure of funds and securing additional debt/loan proceeds resulting from changes in growth, levels of service, and other factors.

Population, Customers and Service Requirements

Water System

The County sells water to retail customers and one wholesale customer in the County. Data on historical retail customer growth and water consumption for the 5-year period, beginning October 1, 2020, and ending on September 30, 2024, are summarized below.

Water System Historical Statistics

	Year Ended September 30,				
Description	2020	2021	2022	2023	2024
Average Retail Accounts Served	92,517	94,493	96,573	98,398	100,425
Average Wholesale Accounts Served	4	4	4	4	4
Total Average Accounts Served	92,521	94,497	96,577	98,402	100,429
Total Retail Sales (1,000's Gallons)	6,305,973	6,370,325	6,584,417	6,975,642	7,098,985
Total Wholesale Sales (1,000's Gallons)	304,556	334,455	329,442	343,819	330,653
Total Sales (1,000's Gallons)	6,610,529	6,704,780	6,913,859	7,319,461	7,429,638
Total Sales (MGD)	18.11	18.37	18.94	20.05	20.36

Source: Sarasota County Public Utilities

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The ten largest retail System water customers based on consumption as of September 30, 2024, are shown below.

Ten Largest Volume Retail Water Customers

Customer	Total Consumption (1,000 Gallons)	Percentage of Retail Consumption
Halston Lakeside Borrower LLC [(1)]	19,848	0.28%
Glenridge on Palmer Ranch Inc	19,728	0.28
Bay Village Condominiums	19,363	0.27
Doctors Hospital	19,348	0.27
The Mall at University Town Cn	19,294	0.27
Atid Palmer Ranch Acquisitions	18,997	0.27
Pelican Cove Condominium Assoc	18,767	0.26
TGM Sarasota LLC	18,716	0.26
Parkridge Condos	15,074	0.21
Woodmere at Jacaranda Condo	14,978	0.21
Total	184,113	2.58

(1) Formerly known as Advenir Gateway Lakes LLC.

Source: Sarasota County Public Utilities

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As shown in the following table, the ten largest customers of the System accounted for approximately 2.17% of such System's sales revenue for the Fiscal Year ended September 30, 2024.

Ten Largest System Water Customers Based on Sales Revenue – Fiscal Year 2024

Customer	Total Revenue Dollars Billed[1]	Percentage of Total Operating Revenue
Pelican Cove Condominium Association	$459,222	0.28%
Halston Lakeside Borrower LLC	379,821	0.23
TGM Sarasota LLC	371,639	0.23
Atid Palmer Ranch Acquisitions	366,237	0.23
Woodmere at Jacaranda Condominiums	342,843	0.21
Las Palmas of Sarasota	339,341	0.21
Vintage Grand Assoc LLC	331,138	0.20
Bay Village	312,401	0.19
Parkridge Condominiums	309,669	0.19
Glenridge on Palmer Ranch Inc.	303,072	0.19
Total of the Ten Largest Retail Customers	$3,515,383	2.17%
Total Existing County System Operating Revenue[2]	$161,993,721	100.00%

(1) Amounts shown for largest retail customers based on sales revenue as provided by the County. Amounts shown do not include customers that receive service on a wholesale or bulk service basis.

(2) Amounts shown represent total operating retail rate revenues for the System reported by the County for the Fiscal Year 2024 (most recently completed Fiscal Year) and does not include wholesale service revenues, other operating revenues, interest income on investments or assessments associated with the funding of certain water and wastewater service extensions (considered as capital related even though such funds may be pledged towards the payment of the debt service requirement).

Source: Sarasota County Public Utilities

Wastewater System

The County provides wastewater service to retail customers in the County. The data on historical wastewater flows and permitted capacities of the treatment plants for the 5-year period beginning October 1, 2020, and ending on September 30, 2024, is provided in an earlier subsection.

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Data on historical retail customer growth, billed wastewater flow for the 5-year period, beginning October 1, 2019, and ending on September 30, 2024, is summarized below.

Wastewater System Historical Statistics

	Fiscal Year Ended September 30,				
Description	2020	2021	2022	2023	2024
Wastewater Accounts	87,851	89,782	92,099	94,230	96,642
Total Billable Flows (1,000's Gals)	5,388,418	5,547,688	5,761,798	5,941,699	6,044,115
Total Billable Flows (MGD)	14.76	15.20	15.79	16.28	16.56

Source: Sarasota County Public Utilities

Rates, Fees and Other Charges for Service

On July 13, 2021, the Board adopted Resolution No. 2021-114 that, among other things, adopted and ratified a phased implementation of water, wastewater and reuse rates, fees, and charges for the System. On November 16, 2021, the Board adopted Resolution No. 2021-222 that extended the phased wastewater fixed 5.0% rate adjustment from the Fiscal Year 2025 to the Fiscal Year 2027 (collectively, the "2021 Rate Resolutions"). On August 30, 2022, the Board adopted Resolution No. 2022-185 (the "2022 Rate Resolution") that extended the phased wastewater fixed 5.0% rate adjustment to Fiscal Year 2029, and codified the rates that were adjusted due to the annual price index that became effective on October 1, 2022. The 2021 Rate Resolutions and the 2022 Rate Resolution included rates for monthly utility service, miscellaneous service and customer charges, Impact Fees, and other fees billed by the County for water and wastewater service. On January 28, 2025, the Board adopted Resolution No. 2025-021 which adopted a 5.0% fixed rate adjustment through Fiscal Year 2029 and included rates for various water and wastewater service.

The adopted monthly rates as referenced in the Rate Resolution include: (i) a constant billing charge applied to each bill rendered to a customer, regardless of service received; (ii) a flat or constant service availability or readiness-to-serve charge which varies based on the customer classification and is predicated either on the number of units served (residential) or the size of the meter (commercial and irrigation service); (iii) for residential customers of the Water System, a consumption charge consisting of inclining blocked rates to promote water conservation; (iv) for all other customers of the Water System, a constant consumption charge for water use; (v) for residential wastewater customers, a flow charge (based on metered water use) that is capped at 10,000 gallons per month per unit; and (vi) for the remaining customers of the Wastewater System, a constant volumetric flow charge based on one hundred percent (100%) of the metered water consumption to such account (domestic use; would not include separately metered water-only use). The rates for monthly water and wastewater service (both retail and wholesale service) accounted for approximately 92% of the reported System Gross Revenues (Gross Revenues include interest earnings on unrestricted fund balances but not funds where earnings are considered restricted (i.e., Impact Fee or any Construction Fund balances) and realized gains from the sale of investments which are considered by the County as a component of the Gross Revenues of the System) for the Fiscal Year ended September 30, 2024.

The following is a summary of the existing Water System rates as contained in the Rate Resolution for all customers served:

Schedule of System Monthly Water Rates for Service

	Fiscal Year 2025 Rates[1]
Billing Charge (for each bill rendered) [2]	$3.20
Residential Service:	
Individually Metered Residential Units	
Readiness-to-Serve Charge (per unit)	$18.02
Consumption Charge (per 1,000 gallons)	
0 to 4,000 Gallons	$3.09
4,001 to 8,000 Gallons	3.89
8,001 to 12,000 Gallons	6.75
12,001 to 18,000 Gallons	11.17
Greater than 18,001 Gallons	15.59
Multi-Family Master Metered Accounts	
Readiness-to-Serve Charge (per dwelling unit)	$11.70
Consumption Charge (per 1,000 gallons)	
0 to 3,000 Gallons	$3.09
3,001 to 6,000 Gallons	3.89
6,001 to 9,000 Gallons	6.75
9,001 to 12,000 Gallons	11.17
Greater than 12,000 Gallons	15.59
Metered Commercial and Irrigation Service:	
Readiness-to-Serve Charge (per meter)	
5/8-inch meter	$18.02
1-inch meter	45.06
1-1/2-inch meter	90.07
2-inch meter	144.13
3-inch meter	270.25
4-inch meter	450.41
6-inch meter	900.84
8-inch meter	1,621.47
10-inch meter	2,071.89
Consumption Charge (per 1,000 gallons)	
Commercial Service	$4.02
Irrigation Service	8.17
Wholesale Service: [3]	
Consumption Charge (per 1,000 gallons)	$5.24

(1) Amounts shown derived from the Rate Resolution.

(2) Billing charge rendered on a "per account" basis (only one charge rendered per bill as a component of water service rates since the majority of the County's wastewater customers also receive water service.

(3) Reflects sales for resale service to franchised (County-regulated) utility companies connected to the County's Water System.

Source: Sarasota County Public Utilities

The following is a summary of the existing Wastewater System rates as contained in the Rate Resolution for all customers served.

Schedule of Existing Monthly Wastewater Rates for Service

	Existing Rates[1]
Billing Charge (for Each Bill Rendered)[2]	N/A
Wastewater Quality Fee	
Monthly Wastewater Quality Fee, per Equivalent Dwelling Unit	$1.00
Residential Service:	
Individually Metered Residential Units	
Readiness-to-Serve Charge (per Unit)	$22.48
Consumption Charge (per 1,000 Gallons)[3]	11.39
Multi-Family Master Metered Accounts	
Readiness-to-Serve Charge (per Dwelling Unit)	$14.66
Consumption Charge (per 1,000 Gallons)[3]	11.39
Unmetered Residential Dwelling Units (per Unit)	
Individual Dwelling Units	$68.04
Multi-family Master Metered	45.13
Commercial Service:	
Metered Commercial	
Readiness-to-Serve Charge (per Meter)	
5/8-inch Meter	$22.48
1-inch Meter	56.20
1-1/2-inch Meter	112.47
2-inch Meter	179.96
3-inch Meter	337.41
4-inch Meter	562.48
6-inch Meter	1,124.68
8-inch Meter	1,799.48
10-inch Meter	2,586.71
Consumption Charge (per 1,000 Gallons)	$11.39

(1) Amounts shown derived from the Rate Resolution and represent rates in effect as of date of the Feasibility Report.

(2) Billing charge rendered on a "per account" basis (only one charge rendered per bill); presented as component of water service rates since the majority of the County's wastewater customers also receive water service (therefore considered as non-applicable for the wastewater rate summary presented above).

(3) Monthly consumption charge for the residential class (expressed on a per unit basis) is capped at 10,000 gallons per month.

Source: Sarasota County Public Utilities

Comparison of Monthly Water and Wastewater Service

A comparison of service to a single-family residential customer using 4,000 gallons of water per month under the above rates in other comparable Florida communities is as follows:

Jurisdiction/Agency[1]	Water-Only	Wastewater-Only	Combined Service
Sarasota County[2]	**$31.94**	**$63.89**	**$95.83**
City of Sarasota	37.15	61.25	98.40
City of Venice	55.19	60.27	115.46
City of North Port	46.56	65.06	111.62
Englewood Water District	31.19	46.36	77.55
Charlotte County	54.14	67.39	121.53
Manatee County	23.10	53.17	76.27
City of Bradenton	29.18	36.86	66.04
Collier County	46.36	71.76	118.12
Hillsborough County	33.25	43.27	76.52
Pinellas County[3]	23.37	50.27	73.64

(1) Amounts shown are exclusive of taxes or franchise fees, if any, and are rates as of September 30, 2024.

(2) A $3.05 billing charge has been included in the Water-Only rate in the table above. However, a Wastewater-Only customer (a customer without water service) must pay a billing charge as well.

(3) Rates decreased from FY23 subsequent to a Water/WW Rate Study. Water is now tiered in two blocks with a reduced rate for Block 1 (0-4,000 gallons).

Source: Sarasota County Public Utilities

The Rate Resolution provides that the County may annually increase the Water and Wastewater rates as identified in the Rate Resolution under the sections entitled Billing Charge, Water Service Usage Fees and Charges, Wastewater Service Usage Fees and Charges (exclusive of the Wastewater Quality Fee), and the Reclaimed Water Service Charges (collectively, the "Applicable Rates") by applying a price index factor as defined in the Rate Resolution. As provided in the Rate Resolution, the price index applied by the County to the Applicable Rates equals the annual water and wastewater utility price index approved and published by the Florida Public Service Commission ("FPSC"), which is generally published prior to April 1 of each year (generally results in a lag in index application by the County; e.g., the published index in 2023 was applied and to the Applicable Rates being billed in Fiscal Year 2024). The price index factor is to be applied to the Applicable Rates to provide a general recovery mechanism for the effects of inflation on the cost of providing water, wastewater, and irrigation services by the System. Pursuant to the Rate Resolution, all Applicable Rates so adjusted are implemented by the County annually not later than October 1st of the year in which the price index factor was established and, in no event, can the price index factor be less than zero percent (0%); there is no cap on the index that can be applied by the County under the indexing provisions of the Rate Resolution. It should be noted that the annual application of the price index does not preclude the County from adjusting the rates, fees, and charges in an amount greater than the price index factor. The Annual Price Index Adjustment was initiated by the Board coincident with the adoption of the Rate Resolution.

In addition to the annual price index, the Board adopted a series of additional rate adjustments pursuant to the Rate Resolution to be implemented during the Forecast Period (referred to as the

"Approved Fixed Rate Adjustments"). The purpose of the Approved Fixed Rate Adjustments is to provide additional funds for expected increases in operating costs and capital reinvestment funding of the System. The following table provides a summary of the Approved Fixed Rate Adjustments as well as anticipated rate adjustments based on discussion with the County rate adjustments recognized in each year of the Forecast Period:

Annual Price Index Adjustments – for the Forecast Period

	Fiscal Year Ending September 30,				
	Actual[1]	Anticipated[1]	Estimated[2]	Estimated[3]	Estimated[3]
	2024	2025	2026	2027	2028
Water System Price Index Adjustments[4]	7.00%	3.24%	2.40%	2.40%	2.05%
Wastewater System Price Index Adjustments	2.00	3.24	2.40	2.40	2.05

(1) The application of the water system price index was based on the actual annual 2024 index as published by the FPSC and is anticipated to be applied to the applicable water rates assumed to be affecting beginning in Fiscal Year 2025. The above-referenced price index adjustments were presented to the Board in August 2024.

(2) Amount estimated based on current trends of the Gross Domestic Product (GDP) price index, which is assumed to be published by the FPSC in 2025 (based on 2024 costs), which would be applied by the County to the Applicable Rates in Fiscal Year 2026 rates (reflects a lag in application). Based on the approved fixed rate implementation plan for the Wastewater System as approved by the Board and the magnitude of the index value, as discussed with the County the Fiscal Year 2025 index for the Wastewater System is going to be recommended to the Board to not be implemented (a one-year delay in the index application) (see subsection below regarding the "Additional Rate Adjustment").

(3) Amounts shown for the Fiscal Years 2026 through 2028 were estimated based, in part, on the published forecast of the GDP Price Index issued by the Congressional Budget Office in a February 2023 report, An Update to the Economic Outlook: 2023 to 2033.

(4) Price Index is also applied to the reclaimed water rates.

Source: Sarasota County Public Utilities

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In addition to the annual price index, the Board adopted a series of additional rate adjustments pursuant to the Rate Resolution to be implemented during the Forecast Period (referred to as the "Approved Fixed Rate Adjustments"). The purpose of the Approved Fixed Rate Adjustments is to provide additional funds for expected increases in operating costs and capital reinvestment funding of the System. The following table provides a summary of the Approved Fixed Rate Adjustments recognized in each year of the Forecast Period:

Board Approved and Anticipated Fixed Rate Adjustments – For the Forecast Period

	Fiscal Year Ending September 30,				
	Actual[1] 2024	2025	2026	2027	2028
Water System Approved Rate Adjustments[2]	---%	---%	---%	---%	---%
Water System Anticipated Rate Adjustments[3]	1.00%	2.00%	---%	---%	---%
Total Fixed Rate Water Adjustments Recognized	1.00%	2.00%	---%	---%	---%
Wastewater System Approved Rate Adjustments[2]	5.00%	5.00%	5.00%	5.00%	5.00%
Wastewater System Anticipated Rate Adjustments[3]	---%	---%	---%	---%	---%
Total Fixed Rate Wastewater Adjustments Recognized	5.00%	5.00%	5.00%	5.00%	5.00%

(1) The Board-approved rate adjustments effective for Fiscal Year 2023 have been implemented and have been recognized in the rates presented herein and as contained in the Rate Resolution.

(2) Amounts represent Board Approved Fixed Rate Adjustments to be implemented during the Forecast Period, which are in addition to the application of the annual price index rate adjustment, all as contained in the Rate Resolution. Such Approved Fixed Rate Adjustments have been incorporated into the financial forecast presented in the Feasibility Report.

(3) Amounts shown reflect additional anticipated fixed rate adjustments to be implemented during the Forecast Period based on discussions with the County; such additional increases have not been approved by the Board as of the date of the Feasibility Report.

Source: Sarasota County Public Utilities

Impact Fees

In addition to the monthly rates for water and wastewater service, the County currently charges a "Facilities Capacity Fee" (referred to herein as an "Impact Fee") based upon the equitable and proportionate share of the cost for the: (i) water production and transmission capacity, including facilities to which the County has a contractual capacity entitlement; and (ii) wastewater transmission, treatment and effluent disposal capacity of the System. The purpose of the Impact Fees is for paying or reimbursing the equitable share of the capital costs relating to the construction, expansion, or equipping of excess or unused capacity of the System in order to serve new users. If an existing customer requests an increase in water or wastewater capacity due to increased development, an additional Impact Fee will be collected prior to the development consistent with the net increase in demand. The following table summarizes the water and wastewater Impact Fees as adopted by the Board pursuant to the Rate Resolution for each respective utility.

	System Impact Fee[1]
Water Fee per EDU	$4,250.00
Wastewater Fee per EDU	4,480.00
Total Impact Fees per EDU[2]	$8,730.00

(1) EDU means Equivalent Dwelling Unit which equates the average capacity reserved for an individually metered residential dwelling unit. An EDU for the System equates to 250 gallons per day of average water use and 200 gallons per day of average wastewater flow for the Wastewater system.

(2) The Board approved the increase to the impact fees on January 28, 2025, to increase the impact fees.

Source: Sarasota County Public Utilities

Under Florida law, Impact Fees may only be expended to cover the cost of expansion of the System necessary to service new customers by virtue of new construction or development, and to satisfy debt service for bonds or other obligations issued for such purposes or the allocable portion of bonds issued for such purpose.

The County engaged a consultant to study the existing Impact Fees. The results of the study were shared with the Board on October 24, 2018, and the water impact fee rate went into effect on January 8, 2020. The wastewater impact fee became effective on October 1, 2020. Staff recommended conducting further analysis of potential alternative methods to establish demands for the various types of commercial customers and unique residential customers. Staff will start a new study in Fiscal Year 2025 and present recommendations to the Board once that review is complete.

Historical Operating Results

The historical operating results cover the Fiscal Years ended September 30, 2020, through and including 2024 (the "Historical Period") and are shown in the tables below. The operating results for the System's Historical Period were prepared based on the financial information compiled and provided by the County and information included in the Annual Comprehensive Financial Reports ("ACFR"), including the annual audit, of the County for the respective Fiscal Years shown. In general, the historical operating results for the System have been presented in a manner consistent with the requirements of the Resolution relative to the determination of Net Revenues of the System. Therefore, the amounts shown reflect certain differences in the presentation of the financial results when compared to the ACFR of the County. Specifically, these major differences relate to the determination of: (i) the Cost of Operation and Maintenance which does not include depreciation or amortization expenses or internal administrative (central service) charges; (ii) interest income which does not include earnings on Impact Fees or Construction Fund balances associated with proceeds of bonds issued for the System, if any, which are restricted to such Funds or unrealized gains/losses on investments; and (iii) recognition of other transfers which are not considered as a Cost of Operation and Maintenance.

Historical Operating Results and Debt Service Coverage

The historical operating results for the System are summarized below:

	Fiscal Year Ended September 30,[1]				
Description	2020	2021	2022	2023	2024
Total Gross Revenues[2][3]	$121,888,171	$131,764,725	$142,275,551	$160,429,046	$175,455,800
Cost of Operation and Maintenance[4]	74,922,271	77,973,823	88,465,782	95,738,455	108,160,692
Net Revenues	46,965,900	53,790,902	53,809,769	64,690,591	67,295,107
Lawfully Available Impact Fees[5]	16,659,812	21,024,190	24,461,833	20,030,357	20,375,586
Net Revenues with Lawfully Available Impact Fees	63,625,712	74,815,092	78,271,602	84,720,948	87,670,693
Outstanding Bonds Debt Service[6]	17,260,122	18,778,129	19,656,349	24,241,542	25,636,132
Outstanding Bonds Debt Service Coverage Tests					
Test 1 - Net Revenues					
Calculated Coverage	2.72x	2.86x	2.74x	2.67x	2.63x
Required Coverage	1.00x	1.00x	1.00x	1.00x	1.00x
Test 2 - Net Revenues and Impact Fees					
Calculated Coverage	3.69x	3.98x	3.98x	3.49x	3.42x
Required Coverage	1.20x	1.20x	1.20x	1.20x	1.20x
Subordinate Obligation Debt Service[7]	5,573,207	4,518,282	5,395,914	5,405,945	5,395,000
Total Outstanding Bonds and Subordinate Obligation Debt Service	22,833,329	23,296,411	25,052,263	29,647,487	31,031,132
Subordinate Obligation Debt Service Coverage Test[6]					
Test 1 – Net Revenues and Impact Fees					
Calculated Coverage	2.79x	3,21x	3.12x	2.86x	2.83x
Required Coverage[7]	1.20x	1.20x	1.20x	1.20x	1.20x
Net Available for Other Required Transfers	40,792,383	51,518,681	53,219,339	55,073,461	56,639,561
Other Required Transfers:					
Central Service Charges	4,378,639	4,184,092	4,184,092	4,147,629	4,386,913
Payment-In-Lieu-Of-Taxes (PILOT)	2,586,056	2,671,844	2,705,247	2,868,539	2,840,728
Renewal, Replacement and Improvement Fund[8]	-	-	-	-	-
Debt Service Reserve Account[9]	-	-	-	-	-
Commercial Paper Loan	3,205,316	30,357	270,921	1,452	-
Net Available for Other System Purposes	$30,622,372	$44,632,388	$46,059,079	$48,055,842	$49,411,920

[Footnotes on following page]

(1). Amounts shown are based on information presented in the respective County-published Annual Comprehensive Financial Report (ACFR) and other financial information provided by the County for each respective Fiscal Year shown, unless otherwise noted.

(2). The increase in charges for services (revenues) is primarily due to: (i) service area growth due to new development and infill development; (ii) incremental increases in customers due to completion of a portion of the water extension and PCSSRP (sewer extension) programs and corresponding growth-related fees and assessment revenues; and (iii) other factors. Any receipt of the Federal Direct Subsidy Payments was excluded as a component of Gross Revenues but was reclassified as a reduction to the Debt Service Requirement consistent with the amendments made to the Resolution.

(3). Amounts shown do not include interest income earned on balances in the construction funds relating to the Bonds, the FDEP Loans or the Commercial Paper Loan and Impact Fee Fund, if any, which are restricted to such accounts, or the unrealized gain on the fair market adjustment of investments pursuant to the Resolution.

(4). Amounts shown do not include depreciation or amortization expenses or internal administrative charges pursuant to the Resolution. Fiscal year 2020 cost of operation and maintenance has been adjusted for internal administrative charges which were inadvertently excluded.

(5). Generally, under Florida law, impact fees may be validly imposed against new construction or development in order to fund capital improvements or capacity which are necessitated by such new construction or development to satisfy debt service for the bonds or other obligations issued for such purposes. Proceeds of such Impact Fees may be used only for the capital improvements or capacity attributable to the new construction or to pay associated debt service. With respect to the determination of the lawfully available impact fees recognized for the Historical Period shown, such amounts were determined as follows based on information provided by the County:

	Fiscal Year Ended September 30,				
	2020	2021	2022	2023	2024
Water Impact Fees Received	$7,998,705	$9,722,004	$11,115,113	$9,327,644	$9,455,475
Wastewater Impact Fees Received	8,661,107	11,302,186	13,346,719	10,702,713	10,920,111
System Impact Fees Received	16,659,812	21,024,190	24,461,832	20,030,357	20,375,586
Debt Service Requirement	17,260,122	18,778,129	19,656,349	24,241,542	25,636,132
System Impact Fees Applied to Pay Debt Service Requirement	$16,659,812	$18,778,129	$19,656,349	20,030,357	20,375,586

All lawfully available impact fees are deposited to the Impact Fee Fund and are then applied to pay the Debt Service Requirement and any remaining balance of funds in the Impact Fee Fund, absent the need to cure any deficiencies in the Reserve Account, are accumulated in the Impact Fee Fund and may be: (i) transferred to the Impact Fees Carryforward Account; (ii) used to pay expansion related capital of the System; or (iii) used for any other lawful purpose. Impact fees received above the Debt Service Requirement were not recognized for the calculation of debt service coverage, which only affected the financial results for the Fiscal Years ended September 30, 2021 and 2022. If the full amount of impact fees were recognized in the debt service coverage calculation for such year the following debt service coverage calculations would result.

Adjusted Rate Covenant Test	Fiscal Year 2023	Fiscal Year 2024
Outstanding Bonds Service Coverage Test 1 – Net Revenues	2.67	2.63
Outstanding Bonds Service Coverage Test 2 – Net Revenues and Impact Fees	3.49	3.42
Subordinate Obligation Debt Service Coverage Test – Net Revenues and Impact Fees	2.86	2.83

It is anticipated that the expansion-related debt service would be reached beyond the Fiscal Year ending September 30, 2030 for the Water and Wastewater System.

(6). The Outstanding Bonds include all Bonds issued pursuant to the Resolution (on parity) that were outstanding during each respective Fiscal Year for which deposits were made to the Debt Service Fund during such Fiscal Year for the payment of the annual Debt Service Requirement on such Bonds. Subsidy Payments are netted as a reduction to the Debt Service Requirement. However, as a part of the issuance of the Series 2019A Bonds, the County defeased the bonds for which it received Subsidy Payments and thereafter such Subsidy Payments will no longer be received by the County.

(7). Includes debt service on the FDEP Loans, but not the Commercial Paper Loan.

(8). The County established and funded a Renewal, Replacement, and Improvement ("RR&I") Fund in the amount of $2,000,000, which is equal to RR&I Fund Requirement as established by the County. The financial policy of the County is to maintain an unencumbered balance in the RR&I Fund in an amount equivalent to the RR&I Fund Requirement, which was accomplished for the last five Fiscal Years. Therefore, the County has reported no required transfers to such fund for the last five Fiscal Years were required or recognized.

(9). The Outstanding Bonds are not secured by the Reserve Account; therefore, the County reports that no transfers were required or recognized during the last five Fiscal Years.

Source: Prepared by the County from Audited Financial Statements for the Fiscal Year ended September 30, 2024.

APPENDIX H

WATER AND WASTEWATER SYSTEM INFORMATION
FOR CITY OF NORTH PORT, FLORIDA

THE INFORMATION CONTAINED IN THIS APPENDIX HAS BEEN OBTAINED FROM SOURCES THAT THE AUTHORITY AND THE UNDERWRITERS BELIEVE TO BE RELIABLE, BUT THE AUTHORITY AND THE UNDERWRITERS DO NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

Background and History

General Development Utilities, Inc. ("GDU"), a Florida Corporation and wholly owned subsidiary of the General Development Corporation ("GDC"), began providing water, wastewater and liquefied petroleum gas service in the late 1950's to developments built by GDC, now reorganized as Atlantic Gulf Communities Corporation. GDC was the developer of the City of North Port (the "City"). Two of the principal components of the GDU facilities in the City were (1) the potable water treatment plant, water storage and distribution facilities and related facilities located in the City, and (2) the wastewater collection and treatment facilities and effluent disposal facilities located in the City (collectively, the "System").

In 1990, Charlotte County filed condemnation proceedings to acquire GDU facilities within Charlotte County (the "Charlotte Facilities"). Within the same time frame, DeSoto County filed condemnation proceedings to acquire the GDU facilities located within DeSoto County and the City sought to enforce its franchise rights under a franchise ordinance with GDU regarding utility service within its City limits and the North Port facilities. Charlotte County, Manatee County, Sarasota County, DeSoto County, the City, and the Peace River/Manasota Regional Water Supply Authority, doing business as the Peace River Manasota Regional Water Supply Authority (the "Authority") subsequently began negotiations for an agreement by which Charlotte County would initially acquire all of the GDU facilities other than the North Port facilities and simultaneously convey the GDU facilities to the Authority. GDU entered into a Stipulated Order of Taking on June 6, 1991 with Charlotte County regarding such GDU facilities and the Charlotte Facilities. The Authority, Charlotte County, the City and GDU then entered into certain related agreements and stipulations which recognized the City's rights to limited capacity in the Authority's water treatment plant located in neighboring DeSoto County (the "Peace River Facility"). Pursuant to the above condemnation proceedings and the related agreements, Charlotte County purchased the GDU facilities and the Charlotte Facilities and transferred title to the GDU facilities to the Authority. Charlotte County retained ownership of the Charlotte Facilities. The City subsequently purchased the North Port facilities with proceeds of bonds which it issued in 1992.

The Utility System

The System is comprised of water production, storage and distribution facilities, wastewater collection and treatment facilities, including certain effluent disposal facilities owned by the City. The City's service area is presently located primarily within the City limits; however, it extends through unincorporated Sarasota County to the west along Tamiami Trail and includes over three thousand (3,000) mobile homes and several commercial properties, previously served by Myakka Utilities.

Utilities Department

Under the direction of the Public Utilities Director, the City's Utilities Department employs approximately one hundred eleven (111) full time employees and one (1) part time employee, including licensed utility operators and is divided into five (5) Operational Divisions: Administration, Water Treatment Operations, Wastewater Treatment Operations, Field Operations and Engineering.

Operational Divisions.

(1) Administration. This division consists of twenty-three and a half (23.5) employees and is responsible for the supervision of the City's Utilities Department, as well as financial activities involved with the System. Administration plans, coordinates and leads the engineering, operation and construction of improvements and expansions to the System. Regular reporting requirements of the various local, state and federal regulatory agencies involved in water and wastewater issues is the responsibility of Administration, as is continued monitoring, public education and analysis of the infrastructure required for System operation. Administration also includes responsibility for all budgeting, grant administration, customer relations, billings, collections, purchasing and accounts payable, and coordinating field service activities such as responding to repair requests and service turn ons/offs.

(2) Water Treatment Plant Operations. This division consists of twenty (20) budgeted full time employees, ten (10) of which are state certified water treatment plant operators. Regular requirements of the various local, state and federal regulatory agencies involved in water treatment operational reporting are the responsibility of the division. This division is responsible for the water treatment plant booster stations and pump station operations along with system pressure requirements. The water plant and booster stations operation functions are responsible for the supply, treatment, and storage of water. This division is responsible for providing the City's water customers with a safe and reliable supply of potable water which meets all local, state and federal standards for potable water quality. This division is also responsible for operational budget preparations, customer water quality and upgrades to plant process equipment.

(3) Wastewater System Operations. This division consists of fourteen (14) budgeted full time employees, eight (8) of which are state certified wastewater treatment plant operators. This division is responsible for the operation, maintenance and regulatory reporting of the City's wastewater treatment facilities. This division is also responsible for the operation and maintenance of the effluent disposal facilities (deep injection wells and reclaimed water system).

(4) Field Operations. This division consists of forty-two (42) positions which include Collection and Distribution Technicians, Meter Readers, Inventory, Compliance Inspectors, Equipment Specialists, four Supervisors, the Field operations manager and two (2) Staff Assistants. This division maintains the City's potable water and reclaimed water distribution and wastewater collection systems to include fire hydrants, gravity collection system, force mains, lift stations, SCADA, repairs, water and wastewater leaks, major line breaks, new installations, meter change outs, lift station repairs, correction of wastewater backups, inspection of backflow systems, inventory control and general water and wastewater treatment plant maintenance. This division is also responsible for the reading of all the water meters in the system, shutting off the water, turning on the water, administration of the cross-connection control program and responding to all customer field related concerns.

(5) Engineering. This division consists of eleven (11) positions which includes a Construction Inspector Supervisor, Construction Coordinator, Inspectors, a Locate Technician, Asset Management Technician, a Utilities Engineer, one Project Manager and the Engineering Manager. This division provides oversight for new construction connecting to the City's system, relocating of existing assets and the dedication of those assets to the Utilities. The division also manages all aspects of engineering for the department including in-house engineering and oversight for utilities capital improvement projects such as expansions, rehabilitation of existing assets and the new administration building.

The Service Area

The System Service Area extends beyond the geographic boundaries of the City to the southwest to encompass a portion of unincorporated Sarasota County. As of September 30, 2024, the System currently serves approximately 26,914 water customers and approximately 21,100 wastewater customers.

Ten Largest Customers of the System

The Ten Largest Customers of the System on the basis of water consumption are:

Customer	Water System Consumption	Water System Revenues	Wastewater System Consumption	Wastewater System Revenues
Atlanta Braves	6,020	$64,838	6,020	$70,386
Tommy's Express	6,010	133,314	6,010	48,835
Quality Healthcare	4,583	95,408	4,583	38,033
Coastal Car Wash	4,135	81,900	4,135	35,059
Tommy's Express	4,033	91,829	4,033	32,616
Live Oak Contracting	3,709	91,808	Water Only	Water Only
SCSB – North Port High	3,679	39,501	3,679	38,286
WP Venice Grand Living	3,258	33,031	3,258	35,099
King Plastic	3,138	56,899	3,138	27,094
NX North Port Owner	2,517	24,044	2,517	29,490

Source: City of North Port Utilities Department

City of North Port
Operating Indicators by Function/Program
Last Ten Years

Function/Program	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Water										
New Connections	687	709	757	1,014	882	966	848	929	424	
Water Main Breaks	1	6	12	8	13	9	11	8	4	
Average daily consumption *(millions of gallons)*	2.88	3.10	3.26	3.09	3.39	3.28	3.41	3.71	3.14	
Peak daily consumption *(millions of gallons*	4.19	3.85	4.16	4.40	4.66	4.73	4.19	4.77	3.26	
Wastewater										
Average daily sewage treatment *(millions of gallons)*	2.24	2.42	2.37	2.49	2.43	2.06	2.52	2.65	2.30	
Solid waste collection										
Solid waste collected *(tons per year)*	30,139	32,837	34,060	34,767	35,534	38,796	42,296	42,743	49,279	
Recyclables collected *(tons per year)*	9,386	10,434	10,926	11,611	12,060	11,622	11,272	10,603	11,021	

Source: City of North Port Utilities Department

Water System

General. The water supply treatment and transmission System as of September 30, 2024 provided water service to approximately 26,914 water customers of which approximately 23,914 customers reside within the City limits and approximately 3,000 customers reside in the neighboring unincorporated area in southern Sarasota County. Charlotte County is also a bulk Authority Customer of the System. The water system consists of finished water supply from the Authority, raw water supply from the Myakkahatchee Creek and the Cocoplum Waterway serve as the source for the surface water treatment plant, which is blended with treated water from the reverse osmosis plant which uses raw water supply from a groundwater well field, at the Myakkahatchee Creek site, finished water storage, three (3) potable water booster pump stations, and approximately 350 miles of water distribution lines. The West Villages Improvement District ("WVID") built and dedicated to the City a two (2) million gallon per day ("MGD") water treatment plant, the Southwest Water Treatment Plant ("SWWTP"). The plant water is supplied with the four (4) existing twelve (12")-inch wells on site that have been transferred to the City. The water is processed through a reverse osmosis treatment system.

The Authority Facilities. The City purchases potable water from the Authority, which presently is produced at the Peace River Facility. The Authority has a long-term obligation to supply water to the City pursuant to the Water Supply Contract, expiring in 2040. The Authority's current obligation is to provide 2.865 million gallons a day to the City of North Port.

Potable water is supplied from the Peace River Facility through the Authority's RTS (the "Regional Transmission Line") running from the Peace River Facility through DeSoto and Sarasota Counties to the City as well as to Charlotte County. The 36-inch Regional Transmission Line has two in-line 12" branches one to service DeSoto County and then running into Charlotte County; the other connecting with the North Port System and Charlotte County. The 42-inch Regional Transmission Line, parallel to the 36-inch Regional Transmission Line, has been placed into service. This line runs from the Peace River Facility through DeSoto and Sarasota Counties to the City. The 42-inch Regional

Transmission Line has a 24-inch extension from the terminus at Serris Boulevard continuing through to the existing Charlotte County Harbor Meter Station.

In 1991, the City entered into a Water Supply Contract with the Authority that allowed the City to receive up to 435 million gallons per year (or approximately 1.19 MGD if converted to an annual average day basis) of potable water supply from the Authority. In October 2005, the Authority adopted The Master Water Supply Contract between its members (Manatee County, Charlotte County, DeSoto County, Sarasota County, and the City), and it was amended in August 2015, and further amended in December 2024 to increase capacity. Potable water is delivered to the City's transmission/distribution system from the Peace River Facility through a 12" diameter interconnect fed from the Authority's 36-inch pipeline on Serris Drive and a 16" diameter interconnection fed from the Authority's 42-inch pipeline located on Raintree Blvd. The interconnections are metered by Authority. The Authority pipelines are also used to deliver Authority supply to Charlotte County. Recent historical data indicates that the City uses the majority of the allocated supply from the Authority between the months of December and May.

Water Supply. The City has four primary sources of water. The City is permitted by the Southwest Florida Water Management District ("SWFWMD") to withdraw surface water from the Myakkahatchee Creek which runs through the City core and the Cocoplum Waterway, which runs along the southern border of the City. Treated water from the Myakkahatchee Creek and/or the Cocoplum Waterway is blended at varying levels, prior to distribution, with water from the City's reverse osmosis plant, which is fed by six ground water wells. The SWWTP is also a reverse osmosis plant that utilizes water from four wells in the Wellen Park area of the City.

The City withdraws raw surface water from the Myakkahatchee Creek and/or the Cocoplum Waterway for treatment at the Myakkahatchee Creek Water Treatment Plant. The City's existing consumptive water use permit from SWFWMD allows for the withdrawal of an annual average quantity of 7.1 MGD and a peak monthly quantity of 8.7 MGD. The flow in the Myakkahatchee Creek and the Cocoplum Waterway are highly dependent on rainfall and the resulting stormwater runoff. The seasonal fluctuations in rainfall cause this water supply source to be highly variable in quantity and quality throughout the year. Historical data indicates that the Myakkahatchee Creek and Cocoplum Waterway's water quality diminishes during dry seasons or periods of low rainfall when the surface water flow is minimal and more influenced by groundwater.

Due to the highly variable water quality due to seasonal flows associated with the Myakkahatchee Creek and Cocoplum Waterway supply, the City, along with funding from SWFWMD, constructed a partially treated aquifer storage and recovery ("ASR") system for the Myakkahatchee Creek supply. An ASR system would allow the City to capture and store large quantities of water during the wet seasons, which in turn could be used to supplement the supply during the dry seasons. The City has withdrawn the application for an operational permit for the ASR well to the Florida Department of Environmental Protection ("FDEP").

Again, to mitigate the highly variable water quality due to seasonal flows associated with the Myakkahatchee Creek and Cocoplum Waterway supply, the City constructed a reverse osmosis plant on the same location as the conventional plant. The source for the reverse osmosis plant is six ground water wells, drilled to the intermediate zone PZ3 aquifer. This system is currently configured to allow the treated reverse osmosis water to be blended with the treated surface water prior to distribution.

The City, West Villages, LLLP, and WVID have an agreement for utility services, the 2019 Amended and Restated Utilities Agreement ("Agreement"). The Agreement required WVID to build and dedicate to the City a not less than one (1) million gallon per day (MGD) water treatment plant to serve beyond the 5,600 equivalent residential units, that the City will serve in perpetuity, when demands require the additional capacity. WVID built and dedicated to the City a two (2) MGD reverse osmosis water treatment plant in 2023. The raw water for the plant is supplied through four twelve inch (12") wells that have been transferred to the City. The four wells are included in the City's consumptive use permit from SWFWMD. The concentrate from the RO plant is disposed of through a deep injection well located at the SWWTP.

Water Treatment Facilities. The City currently provides water treatment at the Myakkahatchee Creek Water Treatment Plant. The plant, built in the 1960's and 1970's was designed with a treatment capacity of 4.4 MGD. The plant is located along the Myakkahatchee Creek and withdraws surface water supply from the creek through two raw water intakes and from the Cocoplum Waterway through a raw water intake. The Myakkahatchee Creek intakes are connected to below grade wetwells with buried piping. Two pumps in each well deliver raw water to the plant's influent flow splitter box. The Cocoplum Waterway intake is connected to a wetwell with buried piping also, with two pumps in the well to deliver the raw water to the plant's influent flow splitter box. Water treatment at the plant consists of chemical and physical processes including chemical flocculation and coagulation, gravity sedimentation, sand filtration, and disinfection. Finished potable water, which uses chloramines for disinfection, is blended with the treated reverse osmosis water before being transferred to ground storage tanks to be pumped to the distribution system. The reverse osmosis plant is co-located with the conventional plant on the same property. The plant is designed with a treatment capacity of 1.8 MGD, expandable to 5.4 MGD. The water treatment plant withdraws well water from the intermediate zone PZ3 aquifer. Water treatment at the plant consists of two-stage reverse osmosis process filtration. Reverse osmosis permeate is transferred to a clear well storage tank to blend with the treated surface water prior to being transferred to the 3.5-million-gallon storage facility on the water treatment plant site prior to being pumped to the distribution system. The SWWTP has a capacity of 2.0-MGD expandable to 4.0 MGD and employs reverse osmosis treatment consisting of the following processes: sand separation, cartridge filters, feed pumps with variable frequency drives ("VFDs"), two 1.0 MGD membrane trains, each with frames and associated piping and that are expandable to 2-MGD each in future phases, clean-in place system, scale inhibitor system, concentrate pump station, degasifier and odor control system, post treatment chemical stabilization, clear well and transfer pumps, disinfection through chloramines, storage through an onsite 0.75 MG ground storage tank and a high service pumping station.

Water Distribution and Storage Facilities. The City owns and operates three potable water system pump stations and nearly 419 miles of transmission and distribution system piping. In addition, there are two emergency interconnects with Charlotte County's potable water system and one interconnect with Sarasota County's potable water system.

Finished potable water treated at the Myakkahatchee Creek Water Treatment Plant is transferred to two on-site ground storage tanks that have a combined storage capacity of 3.5 million gallons. The tanks are located on the plant property along with a high service pump station. The City has the ability to feed potable water supply originating from the Authority interconnect into these ground storage tanks, thus allowing the City to utilize the high service pump station as a re-pump station under certain operating scenarios. The high service pump station is currently equipped with three 125-HP pumps equipped with VFDs. The high service pump station has a firm capacity of approximately 3,680 gpm (5.3 MGD). Currently, the largest of the three pumps is out of service. Finished potable water treated at the

SWWTP is transferred to on-site an on-site ground storage tank with a storage capacity of 750,000 gallons. The high service pump station includes two 2,400-gpm pumps and one 1,200-gpm jockey pump (total capacity of 6,000-gpm capacity) with VFDs.

The Hillsborough Booster Pump Station ("HBPS") is an in-line booster station located along the 12-inch transmission pipeline in the southern portion of the City along Hillsborough Boulevard, west of the Authority Interconnect. Since the direction of flow in the 12-inch pipeline that runs along the southern portion of the City can be in either direction, the booster pump station was designed to boost system pressures when flow is going either east or west. This booster station is currently equipped with two 100-HP motors equipped with VFDs. The new pumps each have a capacity of approximately 2,000 gpm at 125 feet of head.

The Northeast Booster Pump Station ("NEBPS"), originally constructed in 1995 was upgraded in 2009 and is located in the northeastern portion of the City near the intersection of Haberland Boulevard and Price Boulevard. The NEBPS is a re-pump station which includes one 30-HP pump and one 50-HP pump, plus one 75-HP pump on a VFD and two 125-HP pumps on VFDs, a 1.0 million gallon above ground storage tank, and a 2.0 million gallon above ground storage tank and chemical trim facilities. The primary function of storage tank/booster stations is to provide for the storage of water for emergency fire flow, to provide storage for daily peak system demand and to adjust any changes in the chemistry of the water such as re-chlorination.

The Southwest Booster Pump Station ("SWBPS") was constructed by the District and dedicated to the City in 2006 along with a 1 million gallon above ground storage tank. The site is designed for an additional future storage tank when needed. The City does not have the ability to adjust the chemistry at this site.

The City's transmission and distribution system piping consists of approximately 419 miles of piping. The transmission system is composed of the major pipelines (diameter = 8-inch through 20-inch diameter) that deliver potable water from the Myakkahatchee Creek WTP, the SWWTP and an Authority interconnect to the distribution system piping. The distribution system piping consists of smaller diameter lines (2-inch through 8-inch). The larger diameter transmission system piping network is relatively well developed throughout the City, whereas the smaller diameter distribution system piping networks are well developed in the City core area and in various developed communities. Several portions of the existing distribution system piping networks also lack a sufficient amount of pipeline looping. A lack of pipeline looping limits system reliability and hydraulic efficiency, while also increasing the potential for water quality problems typically associated with dead end portions of systems. The City has an ongoing program to complete these loops to improve water quality.

In addition to the Authority Interconnect, the City also has two emergency interconnects with Charlotte County's potable water transmission system. These interconnects are both 12-inch diameter pipeline interconnects located near the following intersections: Hillsborough Boulevard and Flamingo Boulevard, which is metered; and Biscayne Boulevard and Chancellor Boulevard which has telemetry and is also metered. There is also one 12-inch interconnect with Sarasota County located near the Southwest Booster Pump Station. This interconnect is metered and has telemetry.

Fire Hydrants. The water system includes approximately 2,646 fire hydrants to provide fire protection throughout the Service Area. The City's ISO rating of 1/1Y, ranking the City in the top one percent (1%) of the country, is attributed in part, to the extensive fire hydrant network provided

throughout the City. Of more than 41,000 departments evaluated, North Port Fire Rescue is one of roughly 350 departments across the country earning or maintaining this highly coveted designation.

Regulatory Compliance. Water use from the Myakkahatchee Creek and the production wells are reported to SWFWMD under WUP No. 20 002923.015. The permit is a 20-year water supply permit and provides for an annual withdrawal of 7.1 MGD and maximum withdrawal of 8.7 MGD.

The City is required to report creek flows, water treatment plant operational data, raw water quality and well water data to SWFWMD. The City is in compliance with the permit conditions, and reporting requirements. The City has completed system investigation to meet requirements of the Lead and Copper Rule Revisions to identify any lead or galvanized needing replacement service lines. No lead or galvanized services needing replacement were found.

The Sarasota County Public Health Unit ("SCPHU") is responsible for administrating the Environmental Protection Agency ("EPA") 1996 Safe Drinking Water Act ("SDWA"). Although these requirements are regulated by the FDEP, in Sarasota County, FDEP has delegated this responsibility to SCPHU through an interagency agreement.

The City is required to abide by the drinking water standards, monitoring, and reporting procedures established in FDEP's series of Florida Administrative Code ("FAC") 62-550 rules. Finished water quality is monitored by, and reported to, SCPHU through monthly operating reports. The City has been in compliance with these requirements on a consistent basis through proper operational procedures.

Water treatment must meet certain goals and criteria for public health protection, and the existing are rules mandated under the SDWA and the FDEP/SCPHU. Considering these existing regulations, the recommended treatment goals of the Myakkahatchee Creek and SWWTPs are to provide potable water that is below primary and secondary standard maximum contaminant levels ("MCL") for all parameters, is aesthetically palatable and allows efficient operation of the system. The City is in compliance with all existing regulations.

City of North Port Water and Wastewater Rates

The City of North Port's Water and Wastewater Rates are set forth below. Most rates have been in effect since October 1, 2024. The deposits are no longer required for residential accounts in good standing.

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Water Base Facility Rates, Usage Rates, Bulk Rates and Deposit Fee Schedule

Water Base Facility Charge	Effective Date October 1, 2020		Effective Date October 1, 2021		Effective Date October 1, 2023		Effective Date December 1, 2023		Effective Date October 1, 2024	
Meter Size	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
5/8" x 3/4"	$20.30	$23.35	$21.11	$24.28	$23.92	$27.51	$25.12	$28.89	$27.51	$31.63
1"	47.29	54.38	49.18	56.56	55.72	64.08	58.51	67.28	64.07	73.67
1-1/2"	92.25	106.09	95.94	110.33	108.70	125.00	114.14	131.25	124.98	143.72
2"	146.24	168.18	152.09	174.91	172.31	198.16	180.93	208.07	198.12	227.84
3"	290.13	333.65	301.74	347.00	341.85	393.13	358.94	412.79	393.04	452.01
4"	452.04	519.84	470.12	540.63	532.61	612.50	559.24	643.13	612.37	704.23
6"	901.76	1,037.03	937.83	1,078.51	1,062.49	1,221.87	1,115.61	1,282.96	1,221.59	1,404.84
8"	1,441.42	1,657.64	1,499.08	1,723.95	1,698.35	1,953.10	1,783.27	2,050.76	1,952.68	2,245.58
10"	2,070.99	2,381.64	2,153.83	2,476.91	2,440.12	2,806.14	2,562.13	2,946.45	2,805.53	3,226.36
12"	3,869.89	4,450.38	4,024.69	4,628.40	4,559.66	5,243.61	4,787.64	5,505.79	5,242.47	6,028.84

Water Usage (volume charge)	Effective Date October 1, 2020		Effective Date October 1, 2021		Effective Date October 1, 2023		Effective Date December 1, 2023		Effective Date October 1, 2024	
	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
Usage Block 1	$4.33	$4.97	$4.50	$5.17	$5.10	$5.87	$5.36	$6.16	$5.87	$6.75
Usage Block 2	6.49	7.47	6.75	7.77	7.65	8.79	8.03	9.23	8.79	10.11
Usage Block 3	9.12	10.49	9.48	10.91	10.75	12.36	11.29	12.98	12.36	14.21
Usage Block 4	12.16	13.98	12.65	14.54	14.33	16.48	15.05	17.30	16.48	18.94
Usage Block 5	15.61	17.95	16.23	18.67	18.39	21.15	19.31	22.21	21.14	24.32
Usage Block 6	21.69	24.95	22.56	25.95	25.56	29.39	26.84	30.86	29.39	33.79

Conservation Block Structure Meter Size	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
5/8" x 3/4"	4,000	8,000	12,000	16,000	20,000	Over 20,000
1"	10,000	20,000	30,000	40,000	50,000	Over 50,000
1-1/2"	20,000	40,000	60,000	80,000	100,000	Over 100,000
2"	32,000	64,000	96,000	128,000	160,000	Over 160,000
3"	64,000	128,000	192,000	256,000	320,000	Over 320,000
4"	100,000	200,000	300,000	400,000	500,000	Over 500,000
6"	200,000	400,000	600,000	800,000	1,000,000	Over 1,000,000
8"	320,000	640,000	960,000	1,280,000	1,600,000	Over 1,600,000
10"	460,000	920,000	1,380,000	1,840,000	2,300,000	Over 2,300,000
12"	860,000	1,720,000	2,580,000	3,440,000	4,300,000	Over 4,300,000

	Effective Date October 1, 2020		Effective Date October 1, 2021		Effective Date October 1, 2023		Effective Date December 1, 2023		Effective Date October 1, 2024	
	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
Bulk Water Rate per 1,000 gallons	$5.29	$6.08	$5.50	$6.33	$6.50	$7.48	$6.83	$7.85	$7.48	$8.60

Water Deposit

Meter Size (Residential)	Effective Date October 1, 2022
5/8" x 3/4"	$75
1"	190
1-1/2"	380
2	600
Meter Size (Commercial & Multi-Family)	Effective Date October 1, 2022
5/8" x 3/4"	$75
1"	190
1-1/2"	380
2	600
Over 2"	Estimated 2 months billing
[Construction Meters	**Effective Date October 1, 2019**
Temporary Service in Ground	
5/8" x 3/4"	**Eliminate**
Temporary Service to Hydrant	
5/8" x 3/4"	**Eliminate**
2"	**Actual Cost of Construction Meter**
3"	**Actual Cost of Construction Meter]**

Wastewater Base Facility Rates, Usage Rates and Deposit Fee Schedule

Wastewater Base Facility Charge	Effective Date October 1, 2020		Effective Date October 1, 2021		Effective Date October 1, 2023		Effective Date December 1, 2023		Effective Date October 1, 2024	
Meter Size	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
5/8" x 3/4"	$30.09	$34.61	$30.69	$35.30	$33.15	$38.12	$34.78	$39.99	$38.08	$43.79
1"	75.27	86.56	76.78	88.29	82.92	95.36	86.99	100.04	95.25	109.54
1-1/2"	150.51	173.08	153.52	176.54	165.80	190.67	173.93	200.02	190.45	219.02
2"	240.84	276.97	245.66	282.51	265.31	305.11	278.31	320.06	304.75	350.47
3"	481.67	553.92	491.30	565.00	530.60	610.19	556.60	640.09	609.48	700.90
4"	752.62	865.51	767.67	882.82	829.08	953.44	869.71	1,000.16	952.33	1,095.18
6"	1,505.23	1,731.02	1,535.33	1,765.64	1,658.60	1,906.88	1,739.88	2,000.32	1,905.17	2,190.35
8"	2,408.36	2,769.62	2,456.53	2,825.01	2,653.05	3,051.01	2,783.05	3,200.51	3,047.44	3,504.56
10"	3,462.03	3,981.34	3,531.27	4,060.97	3,813.77	4,385.84	4,000.65	4,600.75	4,380.71	5,037.82
12"	6,472.47	7,443.34	6,601.92	7,592.21	7,130.07	8,199.59	7,479.45	8,601.37	8,190.00	9,418.50

Wastewater Usage (volume charge)	Effective Date October 1, 2020		Effective Date October 1, 2021		Effective Date October 1, 2022		Effective Date December 1, 2023		Effective Date October 1, 2024	
	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
All Usage*	$6.55	$7.53	$6.68	$7.68	$7.21	$8.29	$7.57	$8.70	$8.29	$8.70

*Monthly individually metered wastewater residential usage charges are capped at 12,000 gallons

Wastewater (Flat Rate)	Effective Date October 1, 2020		Effective Date October 1, 2021		Effective Date October 1, 2022		Effective Date December 1, 2023		Effective Date October 1, 2024	
	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City	Inside City	Outside City
All Usage*	$49.74	$57.20	$50.73	$58.34	$54.78	$62.99	$57.47	$66.08	$62.93	$72.36

*Flat rate derived from base facility charge plus 3,000 gallons of use

WASTEWATER DEPOSIT

Meter Size (Residential	Effective Date October 1, 2019	Effective Date October 1, 2022
5/8" x 3/4"	$100	$110
1"	$100	$110
1-1/2"	$100	$110
2	$100	$110
Meter Size (Commercial & Multi-Family)	**Effective Date October 1, 2019**	**Effective Date October 1, 2022**
5/8" x 3/4"	$100	$110
1"	$250	$280
1-1/2"	$500	$550
2	$800	$880
Over 2"	Estimated 2 months billing	Estimated 2 months billing
Construction Meters	**Effective Date October 1, 2019**	**Effective Date October 1, 2022**
Temporary Service in Ground	Actual Cost of Construction Meter	
Temporary Service to Hydrant	Actual Cost of Construction Meter	

RECLAIMED WATER RATES FEE SCHEDULE

	Effective Date October 1, 2023	Effective Date October 1, 2024
Reclaimed Water Rate per 1,000 gallons	$0.68	$0.74
Bulk Reclaimed Water Rate per 1,000 gallons	$0.31	$0.34

PRIVATE FIRE PROTECTION RATES FEE SCHEDULE

Meter Size (Residential	Effective Date October 1, 2019	Effective Date October 1, 2024
1-1/2"	$104	$125
	164	198
	326	393
	508	612
6"	1,013	1,222
8"	1,619	1,953
10"	2,326	2,806
12"	4,347	5,242
Hydrant	1,013	1,222

[ANNUAL GUARANTEED REVENUE RATES FEE SCHEDULE]

Annual Guaranteed Revenue Charge	Effective Date October 1, 2019	Effective Date October 1, 2022
Water	Monthly Water Base Charge * 12 Months, Rounded to the Nearest Dollar	Monthly Water Base Charge * 12 Months, Rounded to the Nearest Dollar
Wastewater	Monthly Wastewater Base Charge * 12 Months, Rounded to the Nearest Dollar	Monthly Wastewater Base Charge * 12 Months, Rounded to the Nearest Dollar

Source: City of North Port Utilities Department

Capacity Fees

In addition to the monthly rates for water and wastewater service, the City currently charges a capacity charge (the "Capacity Fee") for the purpose of paying or reimbursing the equable share of the capital costs relating to the construction, expansion or equipping of excess and unused capacity of the System in order to serve new users of the System. The obligation for the payment of these charges by a new customer or developer arises prior to development or construction. If an existing customer requests an increase in water or wastewater capacity due to increased developments, an additional Capacity Fee may be charged prior to the development consistent with the net increase in demand. Capacity Fees charged to contributors are currently calculated on a cost based upon the estimated demand of the contributors proposed installation, upon the transmission and treatment facilities of the System and, while not part of the Gross Revenue, they are a component of Pledged Funds. The following table summarizes the water and wastewater system Capacity Fees for each respective utility customer.

Water System	Capacity Fees
ERC Factor	170 gpd
Charge	$2,319/ERC

Wastewater System	Capacity Fees
ERC Factor	155 gpd
Charge	$2,255/ERC

* Residential homes are determined to be equivalent to 1 ERC. Commercial properties are determined by multiplying the number of fixture units by 20 and dividing that number by the gallons per ERC.

Guaranteed Revenues

As a condition to reserving water and wastewater capacity subsequent to the payment of the Capacity Fees, the City requires that such customers pay a guaranteed revenue charge. The charges shall be billed annually to such customers prior to connection to the System in order to recover certain fixed operating and maintenance costs of the System. These charges are not to be construed with Capacity Fees or capital contribution charges but serves as operating revenue of the System. The guaranteed revenue charges as approved by the City, pursuant to the Rate Ordinance are summarized as follows:

	Annual Rate Per ERC*
Water	Monthly water base charge multiplied by 12 months, rounded to the nearest dollar
Wastewater	Monthly wastewater base charge multiplied by 12 months, rounded to the nearest dollar

* Residential homes are determined to be equivalent to 1 ERC. Commercial properties are determined by multiplying the number of fixture units by 20 and dividing that number by the gallons per ERC.

City of North Port
Historical Coverage of Debt Service by System Revenues
Last Five Fiscal Years[(1)]

	2020	2021	2022	2023(*)	2024[(1)]
OPERATING REVENUES:					
Charges for services	$25,982,573	$28,078,141	$30,515,129	$34,744,849	$
Total operating revenues	25,982,573	28,078,141	30,515,129	34,744,849	
OPERATING EXPENSES:					
General and administrative customer services	3,804,518	4,002,572	4,505,491	5,745,684	
Water treatment and distribution	4,916,926	5,292,969	5,469,493	6,305,049	
Sewer collection and treatment	1,525,440	2,414,744	3,363,816	3,248,521	
Field operations	4,300,596	4,209,498	4,034,284	5,228,268	
Engineering	959,591	871,960	1,529,658	1,494,991	
Total operating expenses	15,507,071	16,791,743	18,902,742	22,022,513	
OPERATING INCOME	10,475,502	11,286,398	11,612,387	12,722,336	
NON-OPERATING REVENUES(EXPENSES)					
Investment income (loss)	1,372,088	138,612	(103,903)	2,248,087	
Gain (loss) on asset disposals	17,446	(5,557)	-	-	
Capital grants	69,291	106,932	256,807	4,246,107	
Special assessments	(287)	(418)	-	-	
Capacity fees	3,103,790	2,462,321	3,151,166	1,898,280	
Total non-operating revenues (expenses)	4,562,328	2,701,890	3,304,070	8,392,274	
NET REVENUES AVAILABLE FOR DEBT SERVICE:	$15,037,830	$13,988,288	$14,916,457	$21,114,810	
Debt service	$3,799,952	$3,801,569	$3,696,335	$2,242,244	$
Coverage	3.96x	3.68x	4.04x	9.42x	x

(1) Unaudited numbers.

Capital Improvement Plan

The Utilities Department completed its Water Master Plan in 2024. Capital Improvement projects have been identified from this Master Plan with a 20-year planning horizon. The Utilities Department completed in 2020 the Professional Engineering Services for the Development of a Water and Wastewater Expansion Master Plan ("Neighborhood Expansion"). From this plan, areas have been identified for water main extension and septic to sewer replacement. The first phase is currently under design, with future phases planned in the CIP. The Utilities Department's Capital Improvement Plan for Fiscal Year 2025 consists of extension of water pipe for looping, replacement of water pipe on bridges, installation of advanced metering infrastructure, Water Treatment Plant Improvements, and Price Boulevard widening relocations. This Capital Improvement Plan is to be financed through a combination of Capacity Fees, 1 Cent Surtax III, SWFWMD cooperative funding initiative funding, and Line Extension Charges.

APPENDIX I

CONSULTING ENGINEERING REPORT

APPENDIX J

RATE CONSULTANT REPORT

APPENDIX K

FORM OF BOND COUNSEL OPINION

APPENDIX L

FORM OF CONTINUING DISCLOSURE CERTIFICATES

APPENDIX M

RESOLUTION SETTING FORTH RATE SETTING METHODOLOGY

SCHEDULE A

ESCROW SECURITIES

SCHEDULE B

DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS

SCHEDULE C

FORM OF NOTICE OF DEFEASANCE FOR A PORTION OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2015

Notice is hereby given pursuant to Section 9.01 of Resolution No. 2005-10 of the Peace River/Manasota Regional Water Supply Authority (the "Authority"), adopted on December 7, 2005, as amended and supplemented (the "Resolution"), that the outstanding Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2015 maturing on October 1, 20__ through 2028 (the "Refunded Bonds") are deemed to be paid within the meaning of Section 9.01 of the Resolution and shall no longer be secured from the Pledged Funds provided in the Resolution and that the deposit required by Section 9.01 of the Resolution of moneys and U.S. Treasury obligations has been made by the Authority with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent. The Refunded Bonds shall be redeemed on _____, 2025, at a price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

CUSIP	Maturity Date	Amount
_____	_____	$_____
704612DS6	October 1, 2026	2,180,000
704612DT4	October 1, 2027	2,295,000
704612DU1	October 1, 2028	2,405,000

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

FORM OF AUTHORITY
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") dated _____, 2025 is executed and delivered by Peace River/Manasota Regional Water Supply Authority (the "Issuer") in connection with the issuance of its $_____ Utility System Revenue Bonds, Series 2025A, its $_____ Utility System Revenue Bonds, Series 2025B and its $_____ Utility System Refunding Revenue Bonds, Series 2025C (collectively, the "Bonds"). The Bonds are being issued pursuant to the Resolution adopted by the Board of Directors of the Issuer (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by a resolution adopted by the Board on _____, 2025 and supplemented by a resolution adopted by the Board on _____, 2025 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc., or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than each April 30th (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter), commencing April 30, 2026 with respect to the report for the 2025 Fiscal Year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the Issuer shall either (i) provide the

Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the Issuer for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2025 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of tabular information set forth in the Official Statement relating to 'THE SYSTEM – Historical Financial Operating Results," "SUMMARY OF WATER SUPPLY CONTRACT – Delivery of Water" and "SUMMARY OF WATER SUPPLY CONTRACT – Future Water Supply Procedure."

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the Issuer or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent

necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the Issuer or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the Issuer or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the Issuer;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be HTS Continuing Disclosure Services, a Division of Hilltop Securities Inc.

SECTION 9. AMENDMENT. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the Issuer (such as the trustee or bond counsel), or (ii) by approving vote of bondholders pursuant to the terms of the governing instrument at the time of the amendment.

In the event of any amendment of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2025

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:_____
Chairman

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Peace River/Manasota Regional Water Supply Authority

Name of Bond Issue: Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

Peace River/Manasota Regional Water Supply Authority
Utility System Refunding Revenue Bonds, Series 2025C

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4(b) of the Continuing Disclosure Certificate dated as of _____, 2025. The Issuer anticipates that the Annual Report will be filed by _____ _____.

Dated:_____

PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY

By:_____
Name:_____
Title:_____

FORM OF SARASOTA COUNTY
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Sarasota County, Florida (the "County") in connection with the issuance by the Peace River/Manasota Regional Water Supply Authority (the "Authority"), of its $_____ Utility System Revenue Bonds, Series 2025A, its $_____ Utility System Revenue Bonds, Series 2025B and its $_____ Utility System Refunding Revenue Bonds, Series 2025C (collectively, the "Bonds"). The Bonds are being issued pursuant to the Resolution adopted by the Board of Directors of the Authority (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by a resolution adopted by the Board on _____, 2025 and supplemented by a resolution adopted by the Board on _____, 2025 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially, Digital Assurance Certification, LLC, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the County, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The County shall, or shall cause the Dissemination Agent to, not later than each April 30th (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter), commencing April 30, 2026 with respect to the report for the 2025 fiscal year, provide to any Repository in the electronic format as required and deemed acceptable by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the County by telephone and in writing (which may be by e-mail) to remind the County of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the County shall either (i) provide the

Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the County will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the County irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The County's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2025 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of the historical financial information and operating data set forth in the following tables contained in APPENDIX G in the Official Statement under the captions:

(i) Water System Historical Statistics;
(ii) Ten Largest Volume Retail Water Customers;
(iii) Water Source and Treatment Capacity;
(iv) Historical Wastewater–Three Month Average Daily Flows in MGD;
(v) Comparison of Monthly Water and Wastewater Service; and

(vi) Historical Operating Results and Debt Service Coverage.

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the County or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The County reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County; provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee, or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the County or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the County or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the County to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the County;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The County's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the County, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination

Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be Digital Assurance Certification, LLC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the County, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the County shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the County set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the County to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the County has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information or any other information, disclosures or notices provided to it by the County and shall not be deemed to be acting in any fiduciary capacity for the County, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the County's failure to report to the Dissemination Agent a Listed Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the County has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon certifications of the County at all times.

The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the County.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Certificate shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2025

SARASOTA COUNTY, FLORIDA

(SEAL)

By:_____
Chair, Board of County Commissioners

Attested and countersigned:

Karen E. Rushing, Clerk of the Circuit Court
and Comptroller and Ex-Officio Clerk of the
Board of County Commissioners of
Sarasota County, Florida

By:_____
Clerk

ACKNOWLEDGED BY:

DIGITAL ASSURANCE CERTIFICATION LLC,
as Dissemination Agent

By:_____
Name:_____
Title:_____

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Obligated Person:	Sarasota County, Florida
Name(s) of Bond Issue(s):	Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025A Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2025C
Date(s) of Issuance:	_____
Date(s) of Disclosure Certificate:	_____
CUSIP Number:	_____

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate between the County and Digital Assurance Certification, LLC, as Dissemination Agent. [The County has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

Digital Assurance Certification, LLC, as Dissemination Agent, on behalf of the County

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

County's and/or Other Obligated Person's Name:

_____

County's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Listed Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11._____"Rating changes;"
12._____"An Event of Bankruptcy or similar event of an Obligated Person;"
13._____"The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the County or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County or Obligated Person, any of which affect security holders, if material;"

16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the County or Obligated Person, any of which reflect financial difficulties;" and

17._____"Failure to provide annual financial information as required."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date:

FORM OF CITY OF NORTH PORT
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of North Port, Florida (the "City") in connection with the issuance by the Peace River/Manasota Regional Water Supply Authority (the "Authority") of its $_____ Utility System Revenue Bonds, Series 2025A, its $_____ Utility System Revenue Bonds, Series 2025B and its $_____ Utility System Refunding Revenue Bonds, Series 2025C (collectively, the "Bonds"). The Bonds are being issued pursuant to the Resolution adopted by the Board of Directors of the Authority (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by a resolution adopted by the Board on _____, 2025 and supplemented by a resolution adopted by the Board on _____, 2025 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially, Digital Assurance Certification, LLC, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the City, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The City shall, or shall cause the Dissemination Agent to, not later than each June 30th (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter), commencing June 30, 2026 with respect to the report for the 2024 fiscal year, provide to any Repository in the electronic format as required and deemed acceptable by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City by telephone and in writing (which may be by e-mail) to remind the City of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the City shall either (i) provide the Dissemination Agent

with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the City will not be able to file the Annual Report within the time required under this Disclosure Certificate, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the City irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The City's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the City for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2025 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of historical financial information and operating data in the tables contained in APPENDIX H in the Official Statement under the caption "CITY OF NORTH PORT WATER AND SEWER RATES" and under the table entitled "HISTORICAL COVERAGE OF DEBT SERVICE BY SYSTEM REVENUES."

The information provided under Section 4(b) may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The City reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the City; provided that the City agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the City or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the City to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the City;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the City, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Digital Assurance Certification, LLC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the City, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the City shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the City shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the City set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the City has provided such information to the Dissemination Agent as required by this Disclosure Certificate. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information or any other information, disclosures or notices provided to it by the City and shall not be deemed to be acting in any fiduciary capacity for the City, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the City's failure to report to the Dissemination Agent a Listed Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the City has complied with this Disclosure Certificate. The Dissemination Agent may conclusively rely upon certifications of the City at all times.

The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the City.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Certificate shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2025

CITY OF NORTH PORT, FLORIDA

By:_____
City Manager

ACKNOWLEDGED BY:

DIGITAL ASSURANCE CERTIFICATION LLC,
as Dissemination Agent

By:_____
Name:_____
Title:_____

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Obligated Person:	City of North Port, Florida
Name(s) of Bond Issue(s):	Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025A Peace River/Manasota Regional Water Supply Authority Utility System Revenue Bonds, Series 2025B Peace River/Manasota Regional Water Supply Authority Utility System Refunding Revenue Bonds, Series 2025C
Date(s) of Issuance:	_____
Date(s) of Disclosure Certificate:	_____
CUSIP Number:	_____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate between the City and Digital Assurance Certification, LLC., as Dissemination Agent. [The City has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

Digital Assurance Certification, LLC., as Dissemination Agent, on behalf of the City

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

City's and/or Other Obligated Person's Name:

_____

City's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Listed Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material, and tender offers;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the Bonds, if material;"
11._____"Rating changes;"
12._____"An Event of Bankruptcy or similar event of an Obligated Person;"
13._____"The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;"
14._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15._____"Incurrence of a Financial Obligation of the City or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City or Obligated Person, any of which affect security holders, if material;"

16._____"Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the City or Obligated Person, any of which reflect financial difficulties;" and

17._____"Failure to provide annual financial information as required."

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____Title: _____

Digital Assurance Certification, LLC
315 E. Robinson Street, Suite 300
Orlando, Florida 32801
407-515-1100

Date:

FORM OF CHARLOTTE COUNTY
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Charlotte County, Florida (the "County") in connection with the issuance by the Peace River/Manasota Regional Water Supply Authority (the "Authority") of its $_____ Utility System Revenue Bonds, Series 2025A, its $_____ Utility System Revenue Bonds, Series 2025B and its $_____ Utility System Refunding Revenue Bonds, Series 2025C (collectively, the "Bonds"). The Bonds are being issued pursuant to the Resolution adopted by the Board of Directors of the Authority (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by a resolution adopted by the Board on _____, 2025 and supplemented by a resolution adopted by the Board on _____, 2025 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the County, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt

obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the County, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The County shall, or shall cause the Dissemination Agent to, not later than each April 30th (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter), commencing April 30, 2026 with respect to the report for the 2025 fiscal year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the County by telephone and in writing (which may be by e-mail) to remind the County of its undertaking to provide the Annual Report pursuant to Section 3(a). Upon such reminder, the County shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the County will not

be able to file the Annual Report within the time required under this Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the County irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A.

SECTION 4. CONTENT OF ANNUAL REPORTS. The County's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2025 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

(b) updates of historical financial information and operating data in the tables contained in APPENDIX E in the Official Statement under the table headings:

1. Funding Sources for the Five-Year Capital Improvement Plan;
2. Rates, fees and charges imposed by the County for Customers of its System;
3. Rate Comparisons;
4. Top Ten Water Customers (Based on Water Rate Revenues); and
5. Historical Results of Operations.

The information provided under Section 4(b) may be included by specific reference to documents, including official statements of debt issues of the County or related public entities, which are available to the public on the Repository's Internet website or filed with the Securities and Exchange Commission.

The County reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent

necessary or appropriate in the judgment of the County; provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a Financial Obligation of the County or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the Financial Obligation of the County or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the County to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the County;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The County's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the County, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the County.

SECTION 9. AMENDMENT. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the County, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the County (such as the trustee or bond counsel), or (ii) by approving vote of bondholders pursuant to the terms of the governing instrument at the time of the amendment.

In the event of any amendment of this Disclosure Certificate, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the County set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the County to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2025

CHARLOTTE COUNTY, FLORIDA

[SEAL]

By:_____
Chairman
Board of County Commissioners

ATTEST:

_____
Clerk or Deputy Clerk to the
Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By:_____
County Attorney

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Party: Charlotte County, Florida

Name of Bond Issue: Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

Peace River/Manasota Regional Water Supply Authority
Utility System Refunding Revenue Bonds, Series 2025C

Date of Issuance: _____, 2025

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4(b) of the Continuing Disclosure Certificate dated as of _____, 2025. The County anticipates that the Annual Report will be filed by _____ _____.

Dated:_____

CHARLOTTE COUNTY, FLORIDA

By:_____
Name:_____
Title:_____

FORM OF DESOTO COUNTY
CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by DeSoto County, Florida (the "County") in connection with the issuance by the Peace River/Manasota Regional Water Supply Authority (the "Authority") of its $_____ Utility System Revenue Bonds, Series 2025A, its $_____ Utility System Revenue Bonds, Series 2025B and its $_____ Utility System Refunding Revenue Bonds, Series 2025C (collectively, the "Bonds"). The Bonds are being issued pursuant to the Resolution adopted by the Board of Directors of the Authority (the "Board") on December 7, 2005, as amended and supplemented from time to time, and as particularly amended and restated by a resolution adopted by the Board on _____, 2025 and supplemented by a resolution adopted by the Board on _____, 2025 (collectively, the "Resolution").

SECTION 1. PURPOSE OF THE DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the County for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriters in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the County pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean the County, or any successor Dissemination Agent designated in writing by the County and which has filed with the County a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the County, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The County shall, or shall cause the Dissemination Agent to, not later than each June 30th (or, if such date falls on a Saturday, Sunday or holiday, then the first business day thereafter), commencing June 30, 2026 with respect to the report for the 2025 fiscal year, provide to any Repository in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the County may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date provided, further, in such event unaudited financial statements are required to be delivered as part of the Annual Report in accordance with Section 4(a) below. If the County's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to the date set forth in (a) above, the County shall provide the Annual Report to the Dissemination Agent (if other than the County). If the County is unable to provide to any Repository an Annual Report as required in subsection (a), the County (or the Dissemination Agent, if other than the County) shall send a notice to any Repository, in electronic format as prescribed by such Repository in substantially the form attached as Exhibit A.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository; and

(ii) if the Dissemination Agent is other than the County, file a report with the County certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided.

SECTION 4. CONTENT OF ANNUAL REPORTS. The County's Annual Report shall contain or include by reference the following:

(a) the audited financial statements of the County for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the County's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2025 (the "Official Statement"), and the audited financial statements shall be filed in the same manner as the Annual Report when they become available; and

The County reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the County; provided that the County agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS.

(a) Pursuant to the provisions of this Section 5, the County shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event, with the exception of the event described in number 17 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements reflecting financial difficulties;

5. substitution of credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of the holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds, if material;

11. ratings changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;

15. incurrence of a financial obligation of the County or Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the County or Obligated Person, any of which affect security holders, if material;

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the County or Obligated Person, any of which reflect financial difficulties; and

17. notice of any failure on the part of the County to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraph 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the County;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The County's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the County, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the County shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENT. The County may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the County pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the County.

SECTION 9. AMENDMENT. Notwithstanding any other provision of this Disclosure Certificate, the County may amend this Disclosure Certificate provided that the following conditions are satisfied:

(a) The amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the County, or the type of business conducted;

(b) The undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of the holders, as determined either (i) by parties unaffiliated with the County (such as the trustee or bond counsel), or (ii) by approving vote of bondholders pursuant to the terms of the governing instrument at the time of the amendment.

In the event of any amendment of this Disclosure Certificate, the County shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the County. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the County from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the County chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the County shall have no obligation under this Disclosure Certificate to

update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the County set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the County to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the County to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the County to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the County agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the County under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

[Remainder of page intentionally left blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the County, the Dissemination Agent, the Participating Underwriters and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated as of _____, 2025

DESOTO COUNTY, FLORIDA

(SEAL)

By:_____
Chairman

ATTESTED AND COUNTERSIGNED:

_____
County Administrator

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Party: DeSoto County, Florida

Name of Bond Issue: Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025A

Peace River/Manasota Regional Water Supply Authority
Utility System Revenue Bonds, Series 2025B

Peace River/Manasota Regional Water Supply Authority
Utility System Refunding Revenue Bonds, Series 2025C

Date of Issuance: _____, 2025

NOTICE IS HEREBY GIVEN that the County has not provided an Annual Report with respect to the above-named Bonds as required by Sections 3 and 4(b) of the Continuing Disclosure Certificate dated as of _____, 2025. The County anticipates that the Annual Report will be filed by _____ _____.

Dated:_____

DESOTO COUNTY, FLORIDA

By:_____
Name:_____
Title:_____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

REGULAR AGENDA
ITEM 6

Peace River Facility Expansion
Design-Build Services Contract Amendment #2

Recommended Action - **Motion** to approve and authorize the Executive Director to execute Peace River Facility Expansion Design-Build Services Agreement - Amendment #2 to Wharton-Smith, Inc. for a fee not to exceed $5,728,602.

The Authority's Peace River Facility (PRF) Expansion Project modifies the PRF to increase the Florida Department of Environmental Protection's permitted capacity by 24 million gallons per day. Based on earlier evaluations performed by the Authority and onsite pilot testing conducted in 2023, this work includes the final design, permitting, and construction of new inclined plate settler treatment units, new filter basins, and related appurtenant facilities.

The Phase 1 Preconstruction Services contract with Wharton-Smith Inc. (Board approved June 5, 2024) included design to approximately a 60% level of design. Contract Amendment 1 Revision included Process Tank Structural Design, 90% Design of the Filter and Pretreatment Structures, updates to the Master Schedule and project cost estimates. Contract Amendment 2 accounts for design completion and project management through April 2026, development of Owner Direct Purchase packages, permit applications and delivery of a Guaranteed Maximum Price.

Wharton-Smith has identified a critical path that must be followed in order to keep the project on schedule. This includes advancing the design of the Expansion's concrete structures in Amendment 1 to the point that permitting then construction may begin as soon as possible. Amendment 2 is the next step in the accelerated process aimed at reducing the overall schedule by 8 to 12 months. Amendment 2 allows the design to advance toward the final, which will decrease the contingency requested in the Guaranteed Maximum Price Amendment. Staff recommends approving Contract Amendment 2 so that the engineering design and permitting can be advanced.

Budget Action – No action is needed.

Attachments:
Tab A Presentation Material
Tab B Exhibit 1.1B, Wharton-Smith, Inc., Scope and Fee Proposal
Tab C Amendment #2 Signatory Page

TAB A
Presentation Materials

Peace River Facility Expansion Design-Build Services Contract Amendment #2

Regular Agenda Item No. 6

June 4, 2025

Peace River Manasota Regional Water Supply Authority

1

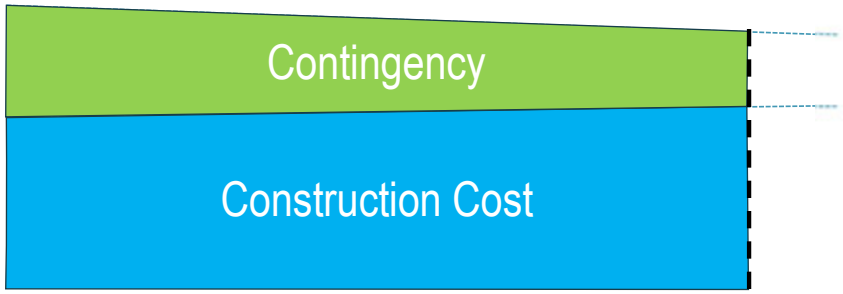
01 Approach, Schedule, and Scope

02 Example of Value Engineering

03 Motion

2

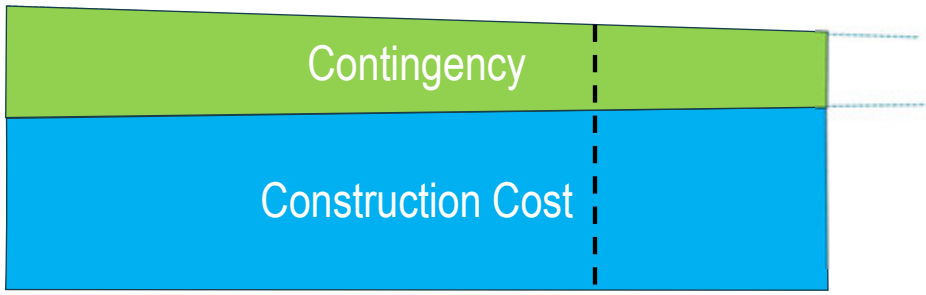
Approach & Schedule



Phase 1	Final Design	GMP	Construction *(Substantial)*
• June 2024	• February 2025	• June 2025	• **Dec 2028**

3

Revised Approach & Schedule



Phase 1	Process Structural	Final Design	GMP	Construction (Substantial)
• Jun 2024	• Apr 2025	• Jun 2025	• Aug 2025	• **Mar 2028**

4

Scope of Services

1 Long Lead Equipment (Owner Direct Purchase)

2 Issued for Construction Set (387 Sheets)

3 Permitting

4 Project Coordination (Thru April 2026)

5

01 Approach, Schedule, and Scope

02 Example of Value Engineering

03 Motion

6

Design Report Comparison

Filter Underdrains

- Existing underdrains
  - SST Folded Plate Steel Underdrains
- Underdrain access?

- Alternative underdrains

7

7

Design Report Comparison

Table 9-2: Underdrain Comparison

	HDPE Underdrains	SS Underdrains
Pros	• Resistant to most water treatment chemicals • Typically cheaper than SS underdrains	• Often shorter in height • Laterals can be repaired individually
Cons	• Grouted installation takes more time due to curing • Entire underdrain system may need to be replaced to make repairs • Some manufacturers require additional equipment to avoid gravel layer	• Typically more expensive than HDPE underdrains • Smaller openings may be more prone to clogs

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8

Cost Comparison

	Company A	Company B
Underdrain Material	PVC	SST
Price Per Filter	$178,571.43	$221,428.57
Scope		
Underdrains	Yes	Yes
Media	Yes	Yes
Air Scour Piping	Yes	Yes
Troughs	Yes	Yes
Underdrain Only Cost (14)	**$1,200,000.00**	**$1,800,000.00**
Total Cost (14 Filters)	**$2,500,000.00**	**$3,100,000.00**

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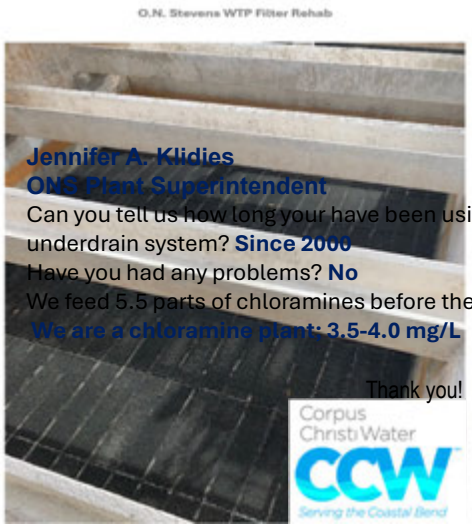
Operations Coordination



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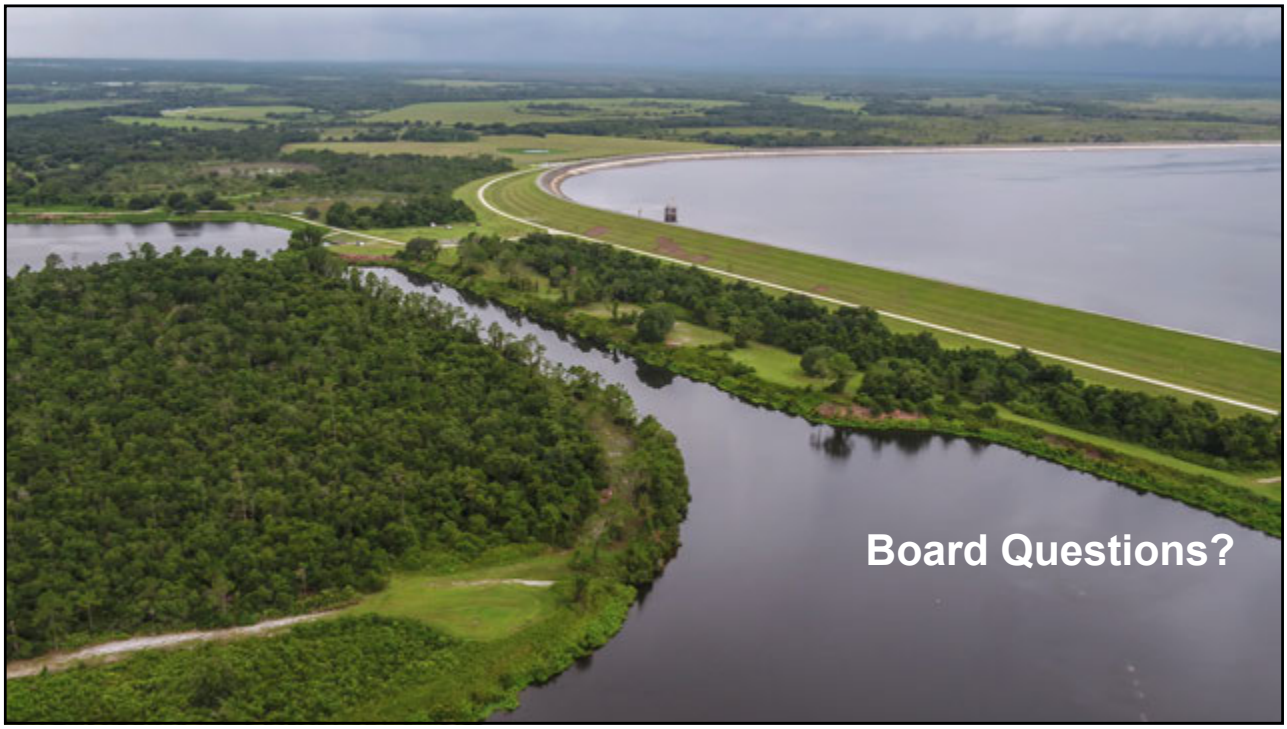

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01 Approach, Schedule, and Scope

02 Example of Value Engineering

03 Motion

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Board Motion

Motion to approve and authorize the Executive Director to execute Peace River Facility Expansion Design-Build Services Agreement - Amendment #2 to Wharton-Smith, Inc. for a fee not to exceed $5,728,602.

Peace River Manasota
Regional Water Supply Authority

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TAB B
Exhibit 1.1B, Wharton-Smith, Inc., Scope and Fee Proposal

EXHIBIT 1.1B DESIGN-BUILDER'S PHASE 1 SERVICES
CONTRACT AMENDMENT 2

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT

Phase 1 includes design of the Peace River Facility Expansion to a Guaranteed Maximum Price (GMP) Design Milestone, approximately a 60% level of design, and a GMP proposal for *Phase 2 – Final Design and Construction*.

To expedite design elements in accordance with the critical path of the project as identified under the Phase 1 services, Wharton-Smith proposed three contract amendments for the services outlined as Phase 2 within the Progressive Design-Build Agreement. The following is a general description of the proposed contract amendments:

- Contract Amendment 1 – Process Tank Structural Design
- Contract Amendment 2 – Final Design
- Contract Amendment 3 – Guaranteed Maximum Price (GMP)

The services incorporated for Contract Amendment 2 generally include:

1. Facility Expansion Final Design
2. Long Lead Equipment Packages

Contract Amendment 2 increases the overall duration of the design services to 22 months, continuing through April of 2026.

The Scope of Services generally includes:

Attend general progress review and coordination meetings with Owner and the project team.

Attend periodic design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.

1. Design-Builder (DB) will work with Owner to develop the optimum scope and quality of Work to meet Owner's budget. Such work will consist of considering options and alternates with scope and quality adjustments as determined by Owner. DB will assess cost and schedule impact of these options and alternates.

2. Consult with Owner regarding site use and improvements, and the selection of materials, building systems, and equipment.

3. Provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible opportunities for savings.

4. Provide recommendations on the construction schedule for opportunities for time savings.

Provide input to the Owner regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements. Furnish Owner a list of suggested Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.

In conjunction with the Owner, identify the appropriate early work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the Owner.

In conjunction with the Owner, identify the appropriate Work packages from the Contract Documents for distribution to prospective bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting communities.

The following breakdown lists the anticipated tasks and expectations considered when producing the preconstruction proposal. Any work outside of this scope of work that is requested of Wharton-Smith by the Owner, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

Task 1 Project Coordination

1.10. Project Management & Administration – Wharton-Smith provides overall project management for the tasks outlined herein. This includes budget control, schedule control, quality planning, safety planning, subcontractor management, and coordination with the Peace River Manasota Regional Supply Authority (Authority / Owner) and Hazen (Designer). Wharton-Smith staff will attend periodic internal meetings with Hazen for additional design coordination as needed.

Task 3 Design Review and Value Engineering

DB shall review in-progress design documents, including at a minimum the documents generally described above in Task 3 and provide input and advice to Owner and Designer on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

- Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum of RFI's and change orders.
- Recommend potential vendors and manufacturers for incorporation into the design.
- Adequacy of details for construction.
- Potential conflicts during construction.
- Ability to coordinate among Subcontractors and Suppliers.
- Coordination between Contract Documents.
- Operability.
- Ability to minimize disruptions to existing operations.
- Ability to complete construction connections to existing facilities or utilities.
- Modifications to facilitative commissioning and start-up and/or performance testing.
- Ability of Owner to operate/maintain the Work in a safe, time and cost-efficient manner when completed.

3.7. Remaining PRF Expansion Design 90% Submittal – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design. Value engineering options are provided during this phase and throughout the life cycle of the project.

3.8. Remaining PRF Expansion Design Issue for Construction (IFC) Submittal – Wharton-Smith will review that the IFC Submittal incorporates the revisions administered during the permitting and bidding.

Task 4 CPM Master Schedule

4.5. Master Schedule Update for Remaining PRF Expansion Design 90% Design – Wharton-Smith will review and update the project schedule based on the design deliverable.

Task 5 Bidding, Procurement, and GMP

5.10. GMP Cost Update for Remaining PRF Expansion Design 90% Design – The GMP will be developed prior to the Pretreatment Structure 90% Design Milestone. Wharton-Smith will update the cost models based on this deliverable to ensure the design aligns with the project requirements and GMP Budgets prior to proceeding with the associated elements of construction.

Task 7 Subcontractor Services

7.6 Final Design Services for Remaining Design – See attached for Hazen's scope of services, fee, and design schedule. Our scope includes Hazen's fee (and their subconsultants) of 4,735,348.

Fee Summary: Below is a fee summary for the Scope of Services. A detailed hours and fee table for this phase of the project has been included as an attachment to this scope. Design consultant and subconsultant proposals for this phase of the project are also attached.

Description	Contract Amendment 2 Fee
Task 1: Project Coordination	$82,127
Task 3: Design Review and Value Engineering	$60,100
Task 4: CPM Master Schedule	$9,786
Task 5: Bidding, Procurement, and GMP	$54,043
Task 7: Design & Subcontractor Services	$4,735,348
Subtotal	$4,941,404
Design-Build Fee (8.75%)	$434,998
Insurance (1.05%)	$52,200
Contingency	$300,000
Total	**$5,728,602**

Contract Amendment 2 Services Fee Structure

Phases	Phase Description	Executive Management	DB Project Manager	Preconstruction Manager	Construction Manager	Commissioning Manager	Superintendent	Director of Estimating	Estimators	Administrative Assistant	Document Specialist	Project Accountant	Total Labor Hours	Total Labor Effort $	Total Sub Cost	Expenses	Contingency	Total Effort
		$174.00	$166.00	$154.00	$166.00	$154.00	$154.00	$168.00	$110.00	$84.00	$84.00	$106.00						
1	**Project Coordination**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**		**79,960.00**	**0.00**	**2,167.00**	**0.00**	**82,127.00**
1.10	Project Management & Administration	24	40	340	40	0	0	0	0	40	0	64	548	79,960.00	0.00	2,167.00	0.00	82,127.00
3	**Design Review and Value Engineering**													**58,904.00**	**0.00**	**1,196.00**	**0.00**	**60,100.00**
3.7	Remaining PRF Expansion 90% Submittal	8	24	120	40	0	24	16	32	2	2	0	268	40,736.00	0.00	841.00	0.00	41,577.00
3.8	Remaining PRF Expansion Issue for Construction (IFC) Submittal	4	16	40	24	0	8	8	16	2	2	0	120	18,168.00	0.00	355.00	0.00	18,523.00
4	**CPM Master Schedule**													**9,608.00**	**0.00**	**178.00**	**0.00**	**9,786.00**
4.5	Master Schedule Update for Remaining PRF Expansion 90% Design	4	8	24	16	0	8	0	0	0	0	0	60	9,608.00	0.00	178.00	0.00	9,786.00
5	**Bidding, Procurement, and GMP**													**52,752.00**	**0.00**	**1,291.00**	**0.00**	**54,043.00**
5.10	GMP Cost Update for Remaining PRF Expansion 90% Design	16	32	80	24	0	24	32	160	16	4	0	388	52,752.00	0.00	1,291.00	0.00	54,043.00
7	**Design & Subcontractor Services**													**0.00**	**4,735,348.00**	**0.00**	**0.00**	**4,735,348.00**
7.6	Final Design Services for Final Design	0	0	0	0	0	0	0	0	0	0	0	0	0.00	4,735,348.00	0.00	0.00	4,735,348.00
8	**Fee and Insurance**													**0.00**	**0.00**	**0.00**	**0.00**	**487,198.00**
8.5	DB Fee (8.75%)												0	0.00	0.00	0.00	0.00	434,998.00
8.6	DB Insurance (1.05%)												0	0.00	0.00	0.00	0.00	52,200.00
9	**Contingency**													**0.00**	**0.00**	**0.00**	**300,000.00**	**300,000.00**
9.10	Contingency												0	0.00	0.00	0.00	300,000.00	300,000.00
	GRAND TOTAL													**201,224.00**	**4,735,348.00**	**4,832.00**	**300,000.00**	**5,728,602.00**

Contract Amendment 2 Services Fee Structure (7.6 BREAKDOWN)															
Phases	Phase Description	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer / Scientist	Engineer	CADD	Admin. Support	Total Labor Hours	Total Labor Effort $	Total Sub Cost	Expenses	Contingency	Total Effort
THIS IS THE BREAKDOWN OF 7.6		**$310.00**	**$296.00**	**$264.00**	**$231.00**	**$187.00**	**$156.00**	**$160.00**	**$115.00**						
1	**Project Management**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**		**138,178.00**	**65,207.11**	**3,100.00**	**0.00**	**206,485.11**
1.4	Project Coordination (Contract Amendment 2)														
1.4.1	Project Coordination	16	76	0	54	0	0	0	16	162	41,770.00	0.00	2,600.00	0.00	44,370.00
1.4.2	Biweekly Design Meetings	24	40	0	80	0	0	0	0	144	37,760.00	0.00	500.00	0.00	38,260.00
1.4.3	Managing Subconsultants	24	40	0	80	0	0	0	0	144	37,760.00	0.00	0.00	0.00	37,760.00
1.4.4	Manage Budget	4	16	0	32	0	0	0	0	52	13,368.00	0.00	0.00	0.00	13,368.00
1.4.5	Monthly Reporting and Pay Applications	4	8	0	0	16	0	0	8	36	7,520.00	0.00	0.00	0.00	7,520.00
	Subconsultants											65,207.11		0.00	65,207.11
14	**Remaining PRF Expansion Design**										**1,758,478.00**	**2,436,026.20**	**10,354.47**	**0.00**	**4,204,858.67**
14.1	90% Design														
14.1.1	90% Design Documents	60	866	520	626	1,112	1,134	1,140	168	5,626	1,143,390.00	1,652,561.22	1,400.00	0.00	2,797,351.22
14.1.2	Existing Plant Water System Evaluation	8	20	0	60	140	0	0	0	228	48,440.00	0.00	500.00	0.00	48,940.00
14.1.3	Sedimentation Basin Canopy System	2	2	0	0	4	0	0	0	8	1,960.00	41,153.22	500.00	0.00	43,613.22
14.1.4	Overhead Walkway Between Plants 3&4 and Plants 5&6	2	2	0	0	4	0	0	0	8	1,960.00	28,919.29	454.47	0.00	31,333.76
14.2	Review Meetings														
14.2.1	MOPO / Strartup / Commissioning	4	56	0	24	80	0	0	12	176	39,700.00	55,253.46	500.00	0.00	95,453.46
14.2.2	Plant Water System Evaluation Review Meeting	2	4	0	0	8	0	0	0	14	3,300.00	0.00	500.00	0.00	3,800.00
14.2.3	Pretreatment Cover and Walkway Reivew Meeting	2	4	0	0	8	0	0	0	14	3,300.00	10,872.90	500.00	0.00	14,672.90
14.2.4	90% Design Review Meeting	2	52	0	16	0	0	0	4	74	20,168.00	24,640.12	3,000.00	0.00	47,808.12
14.2.5	IFC Design Review Meeting	2	36	0	12	0	0	0	4	54	14,508.00	19,417.07	3,000.00	0.00	36,925.07
14.3	Issue for Construction	50	408	62	310	390	466	636	88	2,410	481,752.00	603,208.92	0.00	0.00	1,084,960.92
15	**Long Lead Equipment**										**139,006.00**	**125,840.40**	**1,000.00**	**0.00**	**265,846.40**
15.1	Draft LLE Package	18	112	0	48	100	20	100	24	422	90,400.00		0.00	0.00	90,400.00
15.2	Draft LLE Package Review Meeting	4	8	0	4	8	0	0	0	24	6,028.00		1,000.00	0.00	7,028.00
15.3	Final LLE Package	12	44	0	24	50	10	50	12	202	42,578.00		0.00	0.00	42,578.00
	Subconsultants											125,840.40	0.00	0.00	125,840.40
16	**Permitting**										**24,958.00**	**33,199.82**	**0.00**	**0.00**	**58,157.82**
16.1	Permit Applications and Response to Comments	4	38	0	0	50	20	0	0	112	24,958.00	33,199.82	0.00	0.00	58,157.82
	GRAND TOTAL										**2,060,620.00**	**2,660,273.53**	**14,454.47**	**0.00**	**4,735,348.00**

Hazen

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY (PRF) EXPANSION PROJECT
Contract Amendment 2
Final Design
Scope of Work (SOW)
Final
Revision 02
5/22/2025

Introduction

The Wharton Smith-Hazen team is currently completing the Phase 1 and Contract Amendment 1 Scopes of Work. Contract Amendment 1 included the structural design for the Filter Structure and Pretreatment Structure to assist with the overall construction schedule. This Contract Amendment 2 includes the general, civil, structural, architectural, HVAC, process mechanical, electrical and controls engineering, and permitting for the remaining PRF Expansion final design documents. The amendment also includes developing bid packages for long lead equipment. The SOW includes the additional effort associated with the tasks within the original SOW or new tasks as necessary to complete this amendment.

Task 1: Project Management and Coordination

Hazen will be responsible for additional coordination and project management associated with this amendment.

Task 1.4: Project Coordination (Amended Task)

Task 1.4.1 Coordinate with Project Manager from the Authority and Wharton Smith via bi-weekly project meetings, document management system, emails, and phone conversation to respond to questions, provide regular project updates, and discuss planning activities and other project requirements. Includes up to four (4) additional meetings, as needed.

Task 1.4.2 Attend biweekly meetings with Wharton Smith and Hazen to review progress of the Contract Amendment 2 tasks, review schedule, update on progress, review design decision log and review scope management plan.

Task 1.4.3 Manage subconsultants and conduct internal weekly design coordination meetings with the design team.

Task 1.4.4 Conduct budget planning, monitoring, and control to keep the project within budget and identify budget deviations.

Task 1.4.5 Submit monthly progress reports and invoices.

Deliverables: Monthly progress reports and pay applications.

Task 14: Remaining PRF Expansion Design (New Task)

Task 14.1: 90 Percent Design

Task 14.1.1 Hazen will prepare 90 percent design documents, provide QC and submit the 90 percent design documents. Activities include progressing the design drawings (refer to attached drawing and specification lists) and incorporating the GMP Design document review comments associated with this design package.

Deliverables:

- 90% Design Documents, including drawings and specifications.

Task 14.1.2 This task includes Hazen performing an evaluation of the existing Plant Water system (which provides chemical carrier water, eyewash, washdown, and other miscellaneous water plant usage) and the impact to the system with addition of required Plant Water connections to Plants 5 and 6. This effort includes:

- Site visits and creation of a Plant Water piping schematic with various connections, and tables listing water demands and pressure.
- A hydraulic model will be developed and calibrated with existing water pressure readings.
- The model results will be used to identify recommended system improvements (e.g. pipe upsizing, surge tank, etc.).

Task 14.1.3 This Task includes Hazen developing design for a pre-engineered canopy system over the sedimentation basins. This effort includes:

- Developing draft mechanical, architectural, HVAC and structural drawings for a pre-engineered metal canopy.

Task 14.1.4 This Task includes Hazen performing design for concrete or aluminum elevated walkway with stairs between Plants 3 and 4 and Plants 5 and 6.

- Developing draft structural drawings for an overhead walkway.

Task 14.2: Review Meetings

Task 14.2.1 MOPO/ Startup/ Commissioning Review Meeting

One review meeting will be held to review the plan created in Phase 1 and confirm and update the plan. The final startup plan will be included in 90% documents.

Deliverables:

- MOPO Review Meeting agenda
- MOPO Review Meeting minutes

Task 14.2.2 Plant Water Evaluation Results Review Meeting

One review meeting will be held to review the model's results and recommendations. Hazen team will have up to three personnel attend the meeting with two in person and one virtual.

Deliverables:

- Plant Water Evaluation results review meeting agenda
- Plant Water Evaluation results review meeting minutes

Task 14.2.3 Pretreatment Cover and Overhead Walkway Options Review Meeting

One review meeting will be held to review preliminary design and recommendations. Hazen team will have up to three personnel attend the meeting with one in person and two virtual.

Deliverables:

- Options review meeting agenda
- Options review meeting minutes

Task 14.2.4 90% Design Review Meeting

Hazen will attend a review meeting to discuss comments provided by the Authority. Hazen will keep the notes of the review meeting and prepare and distribute a written summary of the meeting notes and all decisions rendered after the meeting. Hazen team will have up to 10 people attend the meeting with up to four people in person and six virtual.

Deliverables:

- 90% Design review meeting agenda
- 90% Design review meeting minutes

Task 14.2.5 IFC Design Review Meeting

Hazen will attend a review meeting to discuss comments provided by the Authority. Hazen will keep the notes of the review meeting and prepare and distribute a written summary of the meeting notes and all decisions rendered after the meeting. Hazen team will have up to 10 people attend the meeting with up to two people in person and eight virtual.

Deliverables:

- IFC Design review meeting agenda
- IFC Design review meeting minutes

Task 14.3 Issue for Construction Design

Hazen will incorporate the applicable comments/responses from the 90% review meeting and permitting agency comments along with the necessary QA/QC to produce Issue for Construction (IFC) documents.

Deliverables:

- Issue for Construction Design Documents, including drawings and specifications

Task 15: Long Lead Equipment (New Task)

This Long Lead Equipment (LLE) task will support the construction schedule for the following equipment:

- Yard Piping: 24-inch diameter and larger ductile iron pipe and associated fittings for water process flows between structures. Ductile Iron Pipe specification and one yard piping plan with notes will be developed.
- Transfer Pumps (4): Pump specification will be developed.
- Filtration Equipment: Filtration specification and preliminary filter structure plan/ section drawings will be developed.
- Chemical Storage Tanks: Specification and preliminary chemical storage area drawings will be developed.
- Chemical Feed Pump Skids: Specification and preliminary P&IDs will be developed.

Package will include design documents as noted above, discipline coordination, quality control, preparation of submittal, review meeting and finalizing the package. Specifications will be developed to 90% design phase and drawings to be 75% phase.

The drawings developed in this task will be incorporated into future design deliverables.

Task 15.1 Draft LLE Package

Hazen will prepare Draft LLE package design documents, provide QC and submit the draft LLE package design documents.

Deliverables:

- Draft LLE package Design Documents, including drawings and specifications as noted above.

Task 15.2 Review Meeting

Hazen will attend a review meeting and provide responses to Authority comments.

Deliverables:

- LLE Package review meeting agenda
- LLE Package review meeting minutes

Task 15.3 Final LLE Package

Hazen will incorporate the applicable comments/responses from the Draft LLE Package review meeting to produce Final LLE Package documents and provide QC.

Deliverables:

- Issue Final LLE Packages to support equipment purchases, including drawings and specifications noted in Task 15.

Task 16: Permitting

Task 16.1: Permit Application and Response to Comments

Hazen will support Wharton Smith with the following permit applications. The 90% submittal documents will be used for the permit applications.

1. DeSoto County Building Department (Wharton Smith to lead).
    - The 90% submittal documents will be used for the permit application.

Deliverables: Permitting applications and Responses to Permit agency Comments.

Clarifications/ Assumptions:

1. Items not included in this Scope of Work:
   i. Engineering Services During Construction.
   ii. Any tree survey except as described above.
   iii. Any gopher tortoise relocation and associated mitigation site fees.
   iv. Modifications or improvements to existing Plant 1 – 4 treatment processes and/or structures.
   v. Additional SUE soft digs and geotechnical evaluation related to HDD pipe installation of transfer pipeline.
   vi. Design of Plant Water improvements based on evaluation of existing Plant Water system in Task 14.

2. DCR will not be applicable or updated for the final design documents.

3. Design is based on the final Intermediate Design Report and associated drawings.
   i. This includes backwash supply booster pump system hydraulic analysis and design. System will include vertical turbine pumps in a can on a slab on grade, with associated electrical and instrumentation design.
   ii. Therefore, this scope of work does not include:
      - Foundation improvement design
      - Coordination of new structure design with potential foundation improvement systems.

4. Permitting fees will be paid through contingency funds in Wharton Smith's contract with The Authority.

5. A review meeting of the IFC design has been included per Authority request; it is assumed there is no effort for design changes after the review meeting. The meeting will summarize how previous comments have been addressed

6. 90% Drawings format (Electronic copy in PDF format)

7. 90% Specifications format (Electronic copies in PDF format)

8. IFC Drawings format (Electronic copy in PDF, AutoCAD, and Revit formats)

9. IFC Specifications format (Electronic copies in PDF format and Word format)

Schedule: Hazen will complete the above scope of work tasks per the following schedule based on a notice to proceed date of June 4, 2025 with a completion date of April 30, 2026. Contract Amendment 1 included eight months and Contract Amendment 2 includes an additional four months for Tasks 1.4.1, 1.4.3, 1.4.4 and 1.4.5. Task 1.4.2 effort will include 10 months of design coordination as these meetings are with different disciplines and design team members from Contract Amendment Number 1.

Below schedule assumes that design review meeting and comments from the Authority and their Owner's Agent are held/received within two weeks of the design submittal.

Task 14: Remaining PRF Expansion Design:

Task No	Activity	Date
14.1	90% Design Submittal	January, 2026
14.3	IFC Submittal	April, 2026

Task 15: Long Lead Equipment (LLE) Package (LLE):

Task No	Activity	Date
15.1	Draft LLE Package	September, 2025
15.3	Final LLE Package	November, 2025

Compensation: Hazen will complete the scope of work for a lump sum price of $4,735,348.

PRF Expansion Preliminary Drawing List

Preliminary Drawing List			
DATE			
5/13/2025			
DISCIPLINE	**DRAWING TITLE**	**90% Design Submittal**	**IFC Design Submittal**
GENERAL	COVER SHEET	1	1
	Index I	1	1
	Index II	1	1
	Legend and Abbreviations	1	1
	General Notes	1	1
	Process Flow Diagram Liquid Proposed I	1	1
	Hydraulic Profile Liquid Proposed	1	1
	Process Flow Diagram - Solids Proposed I	1	1
	HYDRAULIC PROFILE - SUPERNATANT	1	1
	HYDRAULIC PROFILE - SOLIDS	1	1
	subtotal	**10**	**10**
DEMOLITION	EXISTING SODIUM HYPOCHLORITE/AMMONIUM HYDROXIDE/CAUSTIC STORAGE AREA	1	1
	EXISTING NORTH PAC STORAGE AND METERING PUMPS	1	1
	EXISTING ALUM/POLYMER STORAGE	1	1
	EXISTING DEWATERING SYSTEM	1	1
	subtotal	**4**	**4**
CIVIL	NOTES, LEGEND & SYMBOLS	1	1
	SURVEY OVERALL	1	1
	SURVEY ENLARGED PLAN I	1	1
	SURVEY ENLARGED PLAN II	1	1
	GEOTECHNICAL BORING LOCATIONS AND DATA	1	1
	EXISTING CONDITIONS OVERALL PLAN	1	1
	EXISTING CONDITIONS ENLARGED PLAN I	1	1
	EXISTING CONDTIONS ENLARGED PLAN II	1	1
	CIVIL OVERALL SITE KEY PLAN	1	1
	SITE PLAN AREA A GRADING	1	1
	SITE PLAN AREA B GRADING	1	1
	SITE PLAN AREA C GRADING	1	1
	SITE PLAN AREA D GRADING	1	1
	SITE PLAN AREA E GRADING	1	1
	SITE PLAN AREA F GRADING	1	1
	SITE PLAN AREA G GRADING	1	1
	SITE PLAN AREA H GRADING	1	1
	OVERALL YARD PIPING SITE KEY MAP	1	1
	SITE PLAN AREA A YARD PIPING	1	1
	SITE PLAN AREA B YARD PIPING	1	1
	SITE PLAN AREA C YARD PIPING	1	1
	SITE PLAN AREA D YARD PIPING	1	1
	SITE PLAN AREA E YARD PIPING	1	1
	SITE PLAN AREA F YARD PIPING	1	1
	SITE PLAN AREA G YARD PIPING	1	1
	SITE PLAN AREA H YARD PIPING	1	1
	VEHICLE TRACKING AND PEDESTRIAN PLAN	1	1
	PIPE PROFILES	1	1
	PIPE PROFILES	1	1
	PIPE PROFILES	1	1
	PIPE PROFILES	1	1
	CIVIL DETAILS 1	1	1
	CIVIL DETAILS 2	1	1
	CIVIL DETAILS 3	1	1
	CIVIL DETAILS 4	1	1
	CIVIL DETAILS 5	1	1
	CIVIL DETAILS 6	1	1
	subtotal	**37**	**37**
ARCHITECTURAL	MAIN ELECTRICAL CODE ANALYSIS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING LS FLOOR PLAN	1	1
	PAC BUILDING CA	1	1
	PAC BUILDING LS PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING CA	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING LS PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING FX GENERAL NOTES	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING STORAGE FX PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING FX DETAILS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING CA	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING LS FLOOR PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FX GENERAL NOTES	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FX PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FX DETAILS	1	1

Preliminary Drawing List			
DATE			
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DISCIPLINE	**DRAWING TITLE**	**90% Design Submittal**	**IFC Design Submittal**
	PRE-TREATMENT FACILITY CA	1	1
	PRE-TREATMENT FACILITY LS PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING FLOOR PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING ROOF PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING ELEVATIONS I	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING ELEVATIONS II	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SECTIONS I	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING WALL SECTIONS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING DETAILS & SCHEDULES	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING FLOOR PLAN	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING ROOF PLAN	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING ELEVATIONS I	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING ELEVATIONS II	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING SECTIONS I	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING SECTIONS II	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING WALL SECTIONS	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING DETAILS	1	1
	ALUM / POLYMER STORGAE AND FEED BUILDING DETAILS & SCHEDULES	1	1
	PAC STORAGE AND METERING PUMPS FLOOR PLAN	1	1
	PAC STORAGE AND METERING PUMPS ROOF PLAN	1	1
	PAC STORAGE AND METERING PUMPS ELEVATIONS	1	1
	PAC STORAGE AND METERING PUMPS BUILDING SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS BUILDING WALL SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS BUILDING DETAILS	1	1
	PAC STORAGE AND METERING PUMPS DETAILS & SCHEDULES	1	1
	ARCHITECTURAL STANDARD DETAILS	1	1
	DETAILS I	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FLOOR PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ROOF PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ELEVATIONS I	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ELEVATIONS II	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING WALL SECTIONS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING DETAILS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING DETAILS & SCHEDULES	1	1
	PRE-TREATMENT FACILITY COVER PLAN	1	1
	PRE-TREATMENT FACILITY COVER ROOF PLAN	1	1
	PRE-TREATMENT FACILITY COVER ELEVATIONS	1	1
	PRE-TREATMENT FACILITY COVER SECTIONS	1	1
	ARCHITECTURAL STANDARD DETAILS	1	1
	DETAILS I	1	1
	DETAILS II	1	1
	DETAILS III	1	1
	DETAILS IV	1	1
	DETAILS V	1	1
	subtotal	**59**	**59**
HVAC	LEGEND AND GENERAL NOTES	1	1
	PAC / RAPID MIX / FLOCCULATION / SEDIMENTATION / CHLORINE CONTACT CHAMBER - HVAC PLANS	1	1
	PAC / RAPID MIX / FLOCCULATION / SEDIMENTATION / CHLORINE CONTACT CHAMBER - HVAC SECTIONS	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING - HVAC PLANS	1	1
	ALUM / POLYER STORAGE AND FEED BUILDING - HVAC SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS - HVAC PLANS	1	1
	PAC STORAGE AND METERING PUMPS - HVAC SECTIONS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING - HVAC PLANS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING - HVAC SECTIONS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING - HVAC PLANS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING - HVAC SECTIONS	1	1
	HVAC SCHEDULE 1	1	1
	HVAC SCHEDULE 2	1	1
	HVAC SCHEDULE3	1	1
	HVAC DETAILS 1	1	1
	HVAC DETAILS 2	1	1
	HVAC FLOW DIAGRAMS 1	1	1
	HVAC FLOW DIAGRAMS 2	1	1
	HVAC FLOW DIAGRAMS 3	1	1
	HVAC CONTROLS 1	1	1
	HVAC CONTROLS 2	1	1
	HVAC CONTROLS 3	1	1
	subtotal	**22**	**22**

Preliminary Drawing List			
DATE			
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DISCIPLINE	**DRAWING TITLE**	**90% Design Submittal**	**IFC Design Submittal**
PLUMBING	PLUMBING LEGEND AND ABBREVAITIONS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING - PLUMBING SUPPLY RISER	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING - PLUMBING DWV RISER	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING - PLUMBING SUPPLY RISER	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING - PLUMBING DWV RISER	1	1
	PLUMBING DETAILS 1	1	1
	PLUMBING DETAILS 2	1	1
	PLUMBING SCHEDULE 1	1	1
	subtotal	**8**	**8**
STRUCTURAL	GENERAL STRUCTURAL NOTES - SHEET 1	1	1
	GENERAL STRUCTURAL NOTES - SHEET 2	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING FLOOR PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING ROOF PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SECTIONS I	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SECTIONS II	1	1
	INFLUENT METER STATION EQUIPMENT SLAB PLAN / SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS PLAN	1	1
	PAC STORAGE AND METERING PUMPS SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS BUILDING PLAN AND ROOF PLAN	1	1
	PAC STORAGE AND METERING PUMPS BUILDING SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS BUILDING SECTIONS	1	1
	PAC STORAGE AND METERING PUMPS BUILDING SECTIONS	1	1
	FILTER BACKWASH PUMP STATION PLAN	1	1
	FILTER BACKWASH PUMP STATION SECTION	1	1
	BRIDGE FOUNDATION PLAN	1	1
	BRIDGE UPPER PLAN	1	1
	SECTIONS AND DETAILS 1	1	1
	SECTIONS AND DETAILS 2	1	1
	BLEND TANK FOUNDATION PLAN	1	1
	BLEND TANK PLAN	1	1
	BLEND TANK SECTIONS	1	1
	BLEND TANK DETAILS	1	1
	DEWATERING BUILDING IMPROVEMENT PLAN	1	1
	DEWATERING BUILDING IMPROVEMENT SECTIONS	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING ROOF PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING SECTIONS	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING SECTIONS	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING SECTIONS	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FOUNDATION PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ROOF PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS I	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS II	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS III	1	1
	AMMONIUM HYDROXIDE / CAUSTIC STORAGE AND FEED BUILDING IMPROV	1	1
	RETAINING WALL PLAN	1	1
	RETAINING WALL SECTIONS	1	1
	DETAILS - INLET FLOW METER	1	1
	STAIRS AND WALKWAY DETAILS	1	1
	DETAILS I	1	1
	DETAILS II	1	1
	DETAILS III	1	1
	DETAILS IV	1	1
	DETAISL V	1	1
	DETAILS VI	1	1
	DETAILS VII	1	1
	DETAILS VIII	1	1
	Filter Pipe Support Overall Plan	1	1
	Filter Pipe Support Enlarged Plan	1	1
	Filter Pipe Support Sections	1	1
	Filter Pipe Support Details	1	1
	subtotal	**52**	**52**
MECHANICAL	GENREAL NOTES	1	1
	PIPE SCHEDULES	1	1
	VALVE AND GATE SCHEDULES	1	1
	INFLUENT METER STATION EQUIPMENT SLAB PLAN AND SECTIONS	1	1
	OVERALL TOP PLAN	1	1
	OVERALL BOTTOM PLAN	1	1
	OVERALL SECTION	1	1
	PAC / RAPID MIX / FLOCCULATION ENLARGED PLAN	1	1
	PAC / RAPID MIX / FLOCCULATION SECTIONS 1	1	1
	PAC / RAPID MIX / FLOCCULATION SECTIONS II	1	1
	SEDIMENTATION BASIN ENLARGED PLAN	1	1
	SEDIMENTATION BASIN SECTIONS I	1	1
	SEDIMENTATION BASIN SECTIONS II	1	1
	CHLORINE CONTACT CHAMBER ENLARGED PLAN	1	1

Preliminary Drawing List			
DATE			
5/13/2025			
DISCIPLINE	**DRAWING TITLE**	**90% Design Submittal**	**IFC Design Submittal**
	CHLORINE CONTACT CHAMBER SECTIONS I	1	1
	CHLORINE CONTACT CHAMBER SECTIONS II	1	1
	FILTERS FACILITY FLOOR PLAN	1	1
	FILTERS FACILITY MID LEVEL PLAN	1	1
	FILTERS FACILITY TOP PLAN	1	1
	FILTERS FACILITY CANOPY PLAN	1	1
	FILTERS FACILITY SECTIONS I	1	1
	FILTERS FACILITY SECTIONS II	1	1
	FILTERS FACILITY SECTIONS AND DETAILS	1	1
	TRANSFER PUMP STATION MID LEVEL PLAN	1	1
	TRANSFER PUMP STATION TOP PLAN	1	1
	TRANSFER PUMP STATION SECTIONS	1	1
	TRANSFER PUMP STATION SECTIONS AND DETAILS	1	1
	FILTER BACKWASH PUMP STATION PLAN	1	1
	FILTER BACKWASH PUMP STATION SECTIONS	1	1
	FILTER BACKWASH PUMP STATION SECTIONS AND DETAILS	1	1
	FILTER BACKWASH SUPPLY PIPING PLAN AND SECTION	1	1
	THICKENED SLUDGE TRANSFER AND SUPERNATANT PUMP STATION PLAN	1	1
	THICKENED SLUDGE TRANSFER AND SUPERNATANT PUMP STATION SECTION I	1	1
	THICKENED SLUDGE TRANSFER AND SUPERNATANT PUMP STATION SECTION II	1	1
	DEWATERING BUILDING AND BLENDING TANK PLAN	1	1
	DEWATERING BUILDING SECTIONS I	1	1
	DEWATERING BUILDING SECTIONS II	1	1
	DEWATERING BUILDING SECTIONS III	1	1
	BLENDING TANK SECTIONS I	1	1
	BLENDING TANK SECTIONS II	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING SECTIONS I	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING SECTIONS II	1	1
	ALUM / POLYMER STORAGE AND FEED BUILDING ENLARGED PLAN	1	1
	POLYMER STORAGE AND FEED SECTIONS I	1	1
	POLYMER STORAGE AND FEED SECTIONS II	1	1
	PAC STORAGE AND METERING PUMPS TOP PLAN	1	1
	PAC STORAGE AND METERING PUMPS BOTTOM PLAN	1	1
	PAC STORAGE AND METERING PUMPS SECTIONS I	1	1
	PAC STORAGE AND METERING PUMPS SECTIONS II	1	1
	PAC STORAGE AND METERING PUMPS SECTIONS I	1	1
	PAC STORAGE AND METERING PUMPS SECTIONS II	1	1
	AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING OVERALL PLAN	1	1
	CAUSTIC STORAGE AND FEED SYSTEM ENLARGED PLAN	1	1
	CAUSTIC STORAGE AND FEED SYSTEM SECTIONS I	1	1
	CAUSTIC STORAGE AND FEED SYSTEM SECTIONS II	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FLOOR PLAN	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS I	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS II	1	1
	AMMONIUM HYDROXIDE STORAGE AND FEED ENLARGED PLAN	1	1
	AMMONIUM HYDROXIDE STORAGE AND FEED SECTIONS I	1	1
	AMMONIUM HYDROXIDE STORAGE AND FEED SECTIONS II	1	1
	EXISTING GRAVITY THICKENER AREA	1	1
	PHOTOS	1	1
	EXISTING DEWATERING SYSTEM	1	1
	PHOTOS	1	1
	DETAILS I	1	1
	DETAILS II	1	1
	DETAILS III	1	1
	DETAILS IV	1	1
	DETAILS V	1	1
	DETAILS VI	1	1
	subtotal	**72**	**72**
ELECTRICAL	LEGEND AND SYMBOLS	1	1
	ABBREVIATIONS AND NOTES	1	1
	ELECTRICAL SITE OVERALL AND KEY PLANS	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	ELECTRICAL SITE ENLARGED PLAN - 20-SCALE	1	1
	INFLUENT FLOW METER PLAN	1	1
	INFLUENT FLOW METER RISER DIAGRAMS AND SCHEDULES	1	1
	OVERALL PLAN	1	1
	PAC / RAPID MIX / FLOCCULATION ENLARGED PLAN	1	1

Preliminary Drawing List			
DATE			
5/13/2025			
DISCIPLINE	**DRAWING TITLE**	**90% Design Submittal**	**IFC Design Submittal**
	SEDIMENTATION / CHLORINE CONTACT CHAMBER ENLARGED PLAN	1	1
	PRE-TREATMENT FACILITY ENLARGED PLAN	1	1
	PRE-TREATMENT FACILITY ENLARGED PLAN	1	1
	PRE-TREATMENT FACILITY RISER DIAGRAMS	1	1
	PRE-TREATMENT FACILITY RISER DIAGRAMS	1	1
	PRE-TREATMENT FACILITY RISER DIAGRAMS	1	1
	FILTERS FACILITY OVERALL BOTTOM PLAN	1	1
	FILTERS FACILITY OVERALL TOP PLAN	1	1
	FILTERS FACILITY BOTTOM ENLARGED PLAN	1	1
	FILTERS FACILITY BOTTOM ENLARGED PLAN	1	1
	FILTERS FACILITY TOP ENLARGED PLAN	1	1
	FILTERS FACILITY TOP ENLARGED PLAN	1	1
	FILTERS FACILITY RISER SCHEDULES	1	1
	FILTERS FACILITY RISER DIAGRAMS	1	1
	FILTERS FACILITY RISER DIAGRAMS	1	1
	FILTERS FACILITY RISER DIAGRAMS AND SCHEDULES	1	1
	TRANSFER PUMP STATION PLAN	1	1
	TRANSFER PUMP STATION RISER DIAGRAMS	1	1
	FILTER BACKWASH PUMP STATION PLAN	1	1
	FILTER BACKWASH PUMP STATION PUMP SCHEMATIC	1	1
	FILTER BACKWASH PUMP STATION CONDUIT/WIRE DIAGRAMS	1	1
	EXISTING GRAVITY THICKENER IMPROVEMENTS PLAN	1	1
	EXISTING GRAVITY THICKENERS 80-PP-1 SINGLE LINE DIAGRAM	1	1
	EXISTING GRAVITY THICKENER IMPROVEMENTS SCHEMATIC DIAGRAMS	1	1
	EXISTING GRAVITY THICKENER IMPROVEMENTS RISER DIAGRAMS AND SCHEDULES	1	1
	DEWATERING BUILDING IMPROVEMENT OVERALL PLAN	1	1
	DEWATERING BUILDING IMPROVEMENT ENLARGED PLAN	1	1
	DEWATERING BUILDING IMPROVEMENT ENLARGED PLAN - ELECTRICAL ROOM	1	1
	DEWATERING FACILITY 90-SWBD-1 SINGLE LINE DIAGRAM	1	1
	DEWATERING BUILDING IMPROVEMENTS SCHEMATIC DIAGRAMS	1	1
	DEWATERING BUILDING IMPROVEMENTS - RISER DIAGRAMS	1	1
	DEWATERING BUILDING IMPROVEMENTS - SCHEDULES	1	1
	ALUM / POLYMER STORAGE AND FEED OVERALL PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED ENLARGED PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED ENLARGED PLAN	1	1
	ALUM / POLYMER STORAGE AND FEED RISER DIAGRAMS	1	1
	ALUM / POLYMER STORAGE AND FEED RISER DIAGRAMS	1	1
	ALUM / POLYMER STORAGE AND FEED RISER DIAGRAMS	1	1
	PAC STORAGE AND METERING PUMPS BOTTOM PLAN	1	1
	PAC STORAGE AND METERING PUMPS BOTTOM PLAN	1	1
	PAC STORAGE AND METERING PUMPS RISER DIAGRAMS	1	1
	PAC STORAGE AND METERING PUMPS RISER DIAGRAMS AND SCHEDULES	1	1
	EXISTING AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING OVERALL PLAN	1	1
	PLAN	1	1
	PLAN	1	1
	ROOM PLAN	1	1
	DIAGRAMS AND ELEVATIONS	1	1
	EXISTING AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING SCHEDULES	1	1
	DIAGRAMS	1	1
	DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING POWER PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING LIGHTING AND RECEPTACLE PLAN	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SWGR-56 SINGLE LINE DIAGRAM	1	1
	ELEVATION	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SWBD-5 SINGLE LINE DIAGRAM AND ELEVATION	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SWBD-6 SINGLE LINE DIAGRAM AND ELEVATION	1	1
	ELEVATIONS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING PANELBOARD SCHEDULES	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SCHEMATIC DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SCHEMATIC DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SCHEMATIC DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING SCHEMATIC DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING RISER DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING RISER DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING RISER DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING RISER DIAGRAMS	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING CONDUIT AND WIRE SCHEDULES	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING CONDUIT AND WIRE SCHEDULES	1	1
	PLANT 5 & 6 ELECTRICAL BUILDING CONDUIT AND WIRE SCHEDULES	1	1
	ELECTRICAL DETAILS	1	1
	ELECTRICAL DETAILS	1	1
	ELECTRICAL DETAILS	1	1
	ELECTRICAL DETAILS	1	1
	ELECTRICAL DETAILS	1	1
	ELECTRICAL DETAILS	1	1
	ELEC Subtotal	**94**	**94**

Preliminary Drawing List			
DATE			
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DISCIPLINE	**DRAWING TITLE**	**90% Design Submittal**	**IFC Design Submittal**
CONTROLS	LEGENDS AND SYMBOLS	1	1
	PROPOSED NETWORK ARCHITECTURE	1	1
	PAC CONTACT TANKS P&ID	1	1
	FLOCCULATION BASINS & PLATE SETTLERS P&ID	1	1
	CHLORINE CONTACT CHAMBERS P&ID	1	1
	FILTRATION OVERVIEW CELLS 50-56 P&ID	1	1
	FILTRATION OVERVIEW CELLS 60-66 P&ID	1	1
	TRANSFER PUMPS P&ID	1	1
	FILTER BACKWASH PUMP STATION P&ID	1	1
	SLUDGE THICKENING (1 OF 2) P&ID	1	1
	SLUDGE THICKENING (2 OF 2) P&ID	1	1
	BLEND TANK P&ID	1	1
	SLUDGE DEWATERING FACILITY P&ID	1	1
	ALUM STORAGE P&ID	1	1
	ALUM METERING PUMPS SYSTEM P&ID	1	1
	POLYMER GENERATION P&ID	1	1
	POLYMER METERING PUMP SYSTEM P&ID	1	1
	PAC STORAGE AND TRANSFER SYSTEM P&ID	1	1
	PAC METERING PUMPS SYSTEM P&ID	1	1
	SODIUM HYDROXIDE STORAGE AND FEED SYSTEM P&ID	1	1
	SODIUM HYPOCHLORITE STORAGE AND FEED SYSTEM P&ID	1	1
	AMMONIUM HYDROXIDE STORAGE AND FEED SYSTEM P&ID	1	1
	MAIN SWITCHGEAR P&ID	1	1
	CCTV P&ID	1	1
	SECURITY P&ID	1	1
	SAFETY SHOWER P&ID	1	1
	PLC - IO PANEL	0	0
	PLC - IO PANEL	0	0
	PLC - IO PANEL	0	0
	PLC - IO PANEL	0	0
	PLC - IO PANEL	0	0
	Discreet IO	0	0
	Analog IO	0	0
	INSTRUMENTATION DETAILS 1	1	1
	INSTRUMENTATION DETAILS 2	1	1
	INSTRUMENTATION DETAILS 3	1	1
	subtotal	**29**	**29**
	Total	**387**	**387**

PEACE RIVER MANASOTA REGIOINAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT – FINAL DESIGN, PERMITTING AND CONSTRUCTION
Contract Amendment No. 2 – FINAL DESIGN
FEE SCHEDULE
FINAL

Date **5/22/2025**

Task Number	Task Description	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer / Scientist	Engineer	CADD	Admin Support	Labor Hours	Labor Dollars	ODC	Subconsultants	Total Dollars
	(Hourly Rates)	$310.00	$296.00	$264.00	$231.00	$187.00	$156.00	$160.00	$115.00					
1	**Project Management**													
1.4.1	Project Coordination	16	76	0	54	0	0	0	16	162	$41,770.00	$2,600.00	--	$44,370.00
1.4.2	Biweekly Design Meetings	24	40	0	80	0	0	0	0	144	$37,760.00	$500.00	--	$38,260.00
1.4.3	Managing Subconsultants	24	40	0	80	0	0	0	0	144	$37,760.00	$0.00	--	$37,760.00
1.4.4	Manage Budget	4	16	0	32	0	0	0	0	52	$13,368.00	$0.00	--	$13,368.00
1.4.5	Monthly Reporting and Pay Applications	4	8	0	0	16	0	0	8	36	$7,520.00	$0.00	--	$7,520.00
	subtotal	72	180	0	246	16	0	0	24	538	$138,178.00	$3,100.00	$65,207.11	$206,485.11
14	**Remaining Water Treatment Plant Expansion Design**													
14.1	90% Design													
14.1.1	90% Design Documents	60	866	520	626	1,112	1,134	1,140	168	5,626	$1,143,390.00	$1,400.00	$1,652,561.22	$2,797,351.22
14.1.2	Existing Plant Water System Evalutaion	8	20	0	60	140	0	0	0	228	$48,440.00	$500.00	$0.00	$48,940.00
14.1.3	Sedimentation Basin Canopy System	2	2	0	0	4	0	0	0	8	$1,960.00	$500.00	$41,153.22	$43,613.22
14.1.4	Overhead Walkway Between Plants 3 and 4 and Plants 5 and 6	2	2	0	0	4	0	0	0	8	$1,960.00	$454.47	$28,919.29	$31,333.76
14.2	Review Meetings													
14.2.1	MOPO/Startup/ Commissioning	4	56	0	24	80	0	0	12	176	$39,700.00	$500.00	$55,253.46	$95,453.46
14.2.2	Plant Water System Evaluation Review Meeting	2	4	0	0	8	0	0	0	14	$3,300.00	$500.00	$0.00	$3,800.00
14.2.3	Pretreatment Cover and Walkway Review Meeting	2	4	0	0	8	0	0	0	14	$3,300.00	$500.00	$10,872.90	$14,672.90
14.2.4	90% Design Review Meeting	2	52	0	16	0	0	0	4	74	$20,168.00	$3,000.00	$24,640.12	$47,808.12
14.2.5	IFC Design Review Meeting	2	36	0	12	0	0	0	4	54	$14,508.00	$3,000.00	$19,417.07	$36,925.07
14.3	Issue for Construction	50	408	62	310	390	466	636	88	2,410	$481,752.00	$0.00	$603,208.92	$1,084,960.92
	subtotal	134	1,450	582	1,048	1,746	1,600	1,776	276	8,612	$1,758,478.00	$10,354.47	$2,436,026.20	$4,204,858.67
15	**Long Lead Equipment**													
15.1	Draft LLE Package	18	112	0	48	100	20	100	24	422	$90,400.00	$0.00	--	$90,400.00
15.2	Draft LLE Package Review Meeting	4	8	0	4	8	0	0	0	24	$6,028.00	$1,000.00	--	$7,028.00
15.3	Final LLE Package	12	44	0	24	50	10	50	12	202	$42,578.00	$0.00	--	$42,578.00
	subtotal	34	164	0	76	158	30	150	36	648	$139,006.00	$1,000.00	$125,840.40	$265,846.40
16	**Permitting**													
16.1	Permit Applications and Response to Comments	4	38	0	0	50	20	0	0	112	$24,958.00	$0.00	--	$24,958.00
	Subtotal	4	38	0	0	50	20	0	0	112	$24,958.00	$0.00	$33,199.82	$58,157.82
Totals	**Grand Total**	**244**	**1,832**	**582**	**1,370**	**1,970**	**1,650**	**1,926**	**336**	**9,910**	**$2,060,620.00**	**$14,454.47**	**$2,660,273.53**	**$4,735,348.00**

May 22, 2025

Andrew Coleman, PE
Hazen and Sawyer
1000 North Ashley Drive, Suite 1000
Tampa, FL 33602

Subject: Peace River Facility Expansion Project Progressive Design-Build
Additional Services Agreement (ASA) for Contract Amendment No. 2

Dear Drew:

Hazen has requested that Ardurra Group, Inc. (Ardurra) provide engineering and surveying services for **Contract Amendment No. 2**, which will include the general, civil, structural, architectural, HVAC, process mechanical, electrical and controls engineering and permitting for the remaining PRF Expansion final design documents. The amendment also includes developing bid packages for long lead equipment.

The following tasks will be provided by Ardurra in **Contract Amendment No. 2.**

Task 1: Project Management and Coordination
Hazen will be responsible for overall coordination and management of the project. The following section describes Ardurra's project management tasks.

Task 1.4: Project Coordination

Task 1.4.1 Project Coordination: Ardurra's Project Manager will coordinate with Hazen's Project Manager via meetings, document management system, emails, and phone conversation to respond to questions, provide regular project updates, and discuss planning activities and other project requirements.

Task 1.4.2 Biweekly Meetings: No Ardurra effort.

Task 1.4.3 Ardurra will attend internal weekly design coordination meetings with the design team and provide regular coordination of Ardurra's internal design efforts.

Task 1.4.4 Manage Budget: No Ardurra effort.

Task 1.4.5 Monthly Report and Pay Application: Ardurra will submit monthly progress reports and invoices.

Deliverables: Monthly progress reports and pay applications.

Task 14: Remaining Water Treatment Plant Expansion Design

Under this **Contract Amendment No. 2** Ardurra will complete the civil design and the process mechanical design for the yard piping, chlorine contact chamber and sodium hypochlorite storage and feed facilities, the transfer pump station and the filter backwash pump station.

Task 14.1.1: 90 Percent Design
Ardurra will prepare 90 percent design documents, provide QC and submit the 90 percent design documents. Activities include progressing the design drawings (refer to attached drawing and specification lists) and incorporating the Design Report review clarifications associated with this design package.

Deliverables:
90% Design Documents, including drawings and specifications

Task 14.2: Review Meetings

Task 14.2.1 MOPO/ Startup/ Commissioning Review Meeting
Ardurra will attend one review meeting to review the plan created in Phase 1 and confirm and update the plan. The final startup plan will be included in 90% documents.

Task 14.2.2 Plant Water Evaluation Review Meeting

No Ardurra effort.

Task 14.2.3 Pretreatment Cover and Walkway Options Review Meeting

No Ardurra effort.

Task 14.2.4 90% Design Review Meeting

Ardurra will attend a 90% review meeting to discuss comments provided by the Authority. Hazen will keep the notes of the review meeting and prepare and distribute a written summary of the meeting notes and all decisions rendered after the meeting.

Task 14.2.5 Issued for Construction Design Review Meeting

Ardurra will attend an Issued for Construction review meeting to discuss comments provided by the Authority. Hazen will keep the notes of the review meeting and prepare and distribute a written summary of the meeting notes and all decisions rendered after the meeting.

Task 14.3 Issue for Construction Design

Ardurra will incorporate the applicable comments/responses from the 90% review meeting and permitting agency comments, and perform QC, to produce Issue for Construction (IFC) documents.

Deliverables:
Issue for Construction Design Documents, including drawings and specifications

Task 15: Long Lead Equipment (LLE)

This LLE task will support the construction schedule for the following equipment:

- Yard Piping: 24-inch diameter and larger ductile iron pipe and associated fittings for water process flows between structures. Ductile Iron Pipe specification and one yard piping plan with notes will be developed.

- Transfer Pumps (4): Pump specifications will be developed.

- Filtration Equipment: No Ardurra effort.

- Chemical Storage Tanks: Specification and preliminary sodium hypochlorite storage area drawings will be developed.

- Chemical Feed Pump Skids: Specification and preliminary P&IDs for the sodium hypochlorite system will be developed.

Each package will include design documents as noted above, discipline coordination, quality control, preparation of for submittal, review meeting and finalizing the package. Specifications will be developed to a 90% complete level and drawings to a 75% complete level. Drawings developed in this task will be incorporated into future design deliverables.

Task 15.1 Draft LLE Package

Ardurra will prepare draft LLE package design documents, provide QC and submit the draft LLE package design documents for which it is responsible.

Deliverables:
90% Design Documents, including drawings and specifications as noted above.

Task 15.2 Review Meeting

Ardurra will attend a review meeting and provide responses to Authority comments.

Task 15.3 Final LLE Package

Ardurra will incorporate the applicable comments/responses from the draft LLE package review meeting, and provide QC, to produce the Final LLE Package documents.

Deliverables:
Issue LLE Packages for Construction Documents, including drawings and specifications

Task 16: Permitting

Task 16.1 Permit Application and Response to Comments

Ardurra will support Hazen and Wharton-Smith with obtaining the DeSoto County Building Department permit. This effort will be led by Wharton-Smith, including completion and submission of application paperwork. The 90% submittal documents will be used for the permit application.

Deliverables: Responses to Permit agency Comments.

Clarifications/ Assumptions:

1. Items not included in this Scope of Work:
    i. Engineering Services During Construction.
    ii. A meeting to review the Issue for Construction documents.
    iii. Any tree survey except as described above.
    iv. Any gopher tortoise relocation and associated mitigation site fees.
    v. Modifications or improvements to existing Plant 1 – 4 treatment processes and/or structures.
    vi. Additional SUE softy digs and geotechnical evaluation related to HDD pipe installation.
2. The DCP will not be applicable or updated for the final design documents.
3. Design is based on the final Intermediate Design Report and associated drawings developed during Phase 1.
4. Design includes pre-engineered metal canopy over the pretreatment structure and aluminum or precast concrete walkway between plants 3 and 4 and new plants 5 and 6.
5. The Authority will be responsible for payment of all permitting fees.
6. 90% Drawings format (Electronic copy in PDF format)
7. 90% Specifications format (Electronic copies in PDF format)
8. IFC Drawings format (Electronic copy in PDF, AutoCAD, and Revit formats)

9. IFC Specifications format (Electronic copies in PDF format and Word format)

Schedule: Ardurra will complete the above scope of work tasks per the following schedule based on a notice to proceed date of June 4, 2025 with a completion date of April 30, 2026. Contract Amendment 1 included eight months and Contract Amendment 2 includes an additional four months for Tasks 1.4.1, 1.4.3, 1.4.4 and 1.4.5. Task 1.4.2 effort will include 10 months of design coordination as these meetings are with different disciplines and design team members from Contract Amendment 1.

Task 14: Remaining PRF Expansion Design

Task No	Activity	Date
14.1	90% Design Submittal	January, 2026
2.14.3	IFC Submittal	April, 2026

Task 15: Long Lead Equipment (LLE) Package

Task No	Activity	Date
15.1	Draft LLE Package	September, 2025
15.3	Finalize LLE Package	November, 2025

Compensation: Ardurra will complete the scope of work for a lump sum price of $848,798 per the attached breakdown.

Please feel free to call me with any questions.

Sincerely,

Christopher F. Kuzler
Managing Principal

PEACE RIVER MANASOTA REGIOINAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT – FINAL DESIGN, PERMITTING AND CONSTRUCTION
Contract Amendment No. 2– SCOPE OF WORK & DESIGN DELIVERABLES
Revision 0

Date **5/22/2025**
ARDURRA

Task Number	Task Description	Principal	Chief Engineer	Survey Crew	Senior Engineer	Professional Engineer III	Project Engineer	CADD	Admin Support	Labor Hours	Labor Dollars	ODC	Total Dollars
	(Hourly Rates)	$295.00	$285.00	$236.00	$231.00	$187.00	$177.00	$160.00	$99.00				
1	**Project Management**												
1.4.1	Project Coordination	32	0	0	0	0	16	0	0	48	$12,272.00	$0.00	$12,272.00
1.4.2	Biweekly Design Meetings	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
1.4.3	Managing Subconsultants	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
1.4.4	Manage Budget	8	0	0	0	0	8	0	8	24	$4,568.00	$0.00	$4,568.00
1.4.5	Monthly Reporting and Pay Applications	8	0	0	0	0	8	0	8	24	$4,568.00	$0.00	$4,568.00
	subtotal	48	0	0	0	0	32	0	16	96	$21,408.00	$0.00	$21,408.00
14	**Expansion Design**												
14.1	90% Design												
14.1.1	90% Design Documents	60	82	0	346	328	884	716	25	2,441	$455,835.00	$0.00	$455,835.00
14.1.2	Existing Plant Water System Evalutaion	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
14.1.3	Cover Options	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
14.1.4	Walkway options Between Plants 3 and 4 and Plants 5 and 6	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
14.2	Review Meetings												
14.2.1	MOPO/Startup/ Commissioning	4	0	0	46	86	61	5	0	202	$39,485.00	$0.00	$39,485.00
14.2.2	Plant Water System Evaluation Review Meeting	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
14.2.3	Pretreatment Cover and Walkway Review Meeting	0	0	0	0	0	0	0	0	0	$0.00	$0.00	$0.00
14.2.4	90% Design Review Meeting	8	0	0	12	12	12	0	0	44	$9,500.00	$0.00	$9,500.00
14.2.5	IFC Design Review Meeting	8	0	0	12	12	12	0	0	44	$9,500.00	$0.00	$9,500.00
14.3	Issue for Construction	47	102	0	127	175	288	183	3	925	$185,550.00	$0.00	$185,550.00
	subtotal	127	184	0	543	613	1,257	904	28	3,656	$699,870.00	$0.00	$699,870.00
15	**Long Lead Equipment**												
15.1	Draft Design	16	40	0	41	120	125	80	5	427	$83,451.00	$0.00	$83,451.00
15.2	Draft Design Review Meeting	4	8	0	4	8	8	0	0	32	$7,296.00	$0.00	$7,296.00
15.3	Issued for Construction	12	4	0	12	53	33	35	3	152	$29,101.00	$0.00	$29,101.00
	subtotal	32	52	0	57	181	166	115	8	611	$119,848.00	$0.00	$119,848.00
16	**Permitting**												
16.1	Permit Applications	0	0	0	8	16	16	0	0	40	$7,672.00	$0.00	$7,672.00
	Subtotal	0	0	0	8	16	16	0	0	40	$7,672.00	$0.00	$7,672.00
Totals	**Grand Total**	**207**	**236**	**0**	**608**	**810**	**1,471**	**1,019**	**52**	**4,403**	**$848,798.00**	**$0.00**	**$848,798.00**

May 22, 2025

Mr. Andre Dieffenthaler
Vice President
Hazen & Sawyer
1000 N Ashley Dr, Tampa, FL 33602
(813) 630-4498

Re: Contract Amendment No. 2 Proposal – Peace River Facility Expansion Project {Rev 7}

Dear Mr. Dieffenthaler,

Attached is HDR's revised amendment proposal for Contract Amendment No. 2 [i.e. Phase 2 Part B] services related to the above referenced project. The Lump Sum fee for the services as outlined in the revised Scope of Work document and per the executed Teaming Agreement is $1,684,795.84. That fee breakdown by task is as follows:

Task 1 – Project Management		$ 40,694.01
Task 1.1 – Project Coordination	Lump Sum	$ 23,756.41
Task 1.2 – Coordination Meetings	Lump Sum	$ 0.00
Task 1.3 – Subconsultant Management	Lump Sum	$ 0.00
Task 1.4 – Budget Management	Lump Sum	$ 8,094.72
Task 1.5 – Monthly Reporting and Invoicing	Lump Sum	$ 8,842.88
Task 14 – Remaining Water Treatment Plant Expansion Design		$ 1,620,154.95
Task 14.1 – 90% Design		
Sub Task 14.1.1 – 90% Design Documents	Lump Sum	$1,118,032.83
Sub Task 14.1.2 – Existing Plant Water System Evaluation	Lump Sum	$0.00
Sub Task 14.1.3 – Cover at the Pre-Treatment Facility	Lump Sum	$39,193.54
Sub Task 14.1.4 – Walkway between Plants 3&4 and 5&6	Lump Sum	$27,542.18
Task 14.2 – Review Meetings		
Sub Task 14.2.1 – MOPO / Startup / Commissioning Meeting	Lump Sum	$13,137.34
Sub Task 14.2.2 – Plant Water System Evaluation Review Meeting	Lump Sum	$0.00
Sub Task 14.2.3 – Pre-Treatment Cover & Walkway Review Meeting	Lump Sum	$10,355.14
Sub Task 14.2.4 – 90% Design Review Meeting	Lump Sum	$13,966.78
Sub Task 14.2.5 – IFC Design Review Meeting	Lump Sum	$8,992.45
Task 14.3 – Issue for Construction		
Sub Task 14.3.1 – IFC Design Documents	Lump Sum	$388,934.69
Task 16 – Permitting		$ 23,946.88
Total		$ 1,684,795.84

We request that the submitted Scope of Work remain unchanged without the review and approval by HDR.

Please advise if you have any questions or need additional information.

Sincerely,
HDR Engineering, Inc.

Joshua M. Rodgers, P.E.
Vice President

Exhibit A

Contract Amendment No. 2 Scope of Services

[i.e. Phase 2 Part B]

Project: Peace River Manasota Regional Water Supply Authority 24 MGD Water Treatment Plant Expansion

Team Arrangement

- Owner: Peace River Manasota Regional Water Supply Authority
- Owner's Agent: Brown and Caldwell
- Design Builder: Wharton Smith
- Designer: Hazen
- Design Subcontractors under Designer:
  - HDR Engineering, Inc. (HDR)
  - Ardurra
  - ecoGENESIS
  - Juturna
  - Driggers Engineering

1.1 Project Coordination

This task includes two (2) months of general internal project coordination, document management, project updates, scope tracking, schedule tracking, coordination resulting from recurring meetings with the Owner, Design Builder and Designer, and general project management communication. Eight (8) months of coordination were included in Contract Amendment No. 1 [i.e. Phase 2 Part A].

1.4 Budget Management

This task includes two (2) months of budget planning, monitoring, and controls to keep the project within budget and identify budget deviations. Eight (8) months of budget management were included in Contract Amendment No. 1.

1.5 Monthly Reporting and Invoicing

This task includes two (2) months of development of invoices and progress reports on a monthly basis to the Designer. Eight (8) months of monthly reporting and invoicing were included in Contract Amendment No. 1.

Schedule: See TABLE 2: Contract Amendment No. 2 Project Schedule

TASK 14: REMAINING WATER TREATMENT PLANT EXPANSION DESIGN

HDR's services under this task include:

Task 14.1 Draft 90% Design Deliverable

Task 14.1.1 Design Documents

- Develop 90% Design Drawings. The task fee estimate is based on the attached list of proposed Drawing Sheets. HDR is primarily responsible for structural, architectural, life safety, mechanical (HVAC & Plumbing) and process mechanical (e.g. solids handling) for the facilities identified in Table 1. HDR's scope and responsibilities are described below:
    - Architectural will provide drawings for the Main Electrical Building, PAC Storage, Alum/Polymer and Sodium Hypochlorite Storage facilities, and Pre-Engineered Metal Building (PEMB) for the Pre-Treatment tanks to 90% design completion.
    - Life safety design drawings are proposed for the Main Electrical Building, PAC Storage, Alum/Polymer and Sodium Hypochlorite Storage facilities, and PEMB for the Pre-Treatment tanks. HDR will provide performance-based sprinkler system drawings for the Alum/Polymer and Sodium Hypochlorite Storage facilities.
    - HVAC and potable water plumbing drawings will be provided for the Main Electrical Building, PAC Storage, Alum/Polymer and Sodium Hypochlorite Storage facilities, and PEMB for the Pre-Treatment tanks to 90% design completion. The design will include providing a fire service line connection to Alum/Polymer and Sodium Hypochlorite Storage facilities and the plants potable water system. The design of plant's potable water system is to be provided by others.
    - Structural drawings and specifications will include foundation plans, overhead walkway (between Plant 3/4 filters to Plant 5/6 filters), roof plans, backwash pumping station, wall sections, typical sections, and reinforcement details for all the facilities identified in Table 1 to 90% completion. Structures will provide performance-based drawings for the blend tank.
        - The level of effort was developed to accommodate a basis of design for pre-cast

panels while exploring prefabricated aluminum as a potential option for the overhead walkways.

- Solids Process Mechanical drawings will be advanced to the 90% completion for the thickener process piping and dewatering facility modification and new blend tank design.

- Designer and Design Subcontractor Meetings and Internal Design Meetings [90%]
  - This part of the sub-task includes recurring bi-weekly meetings with the **Designer and Design Subcontractors** to review progress of related to Contract Amendment No. 2 tasks, discuss planning activities, provide updates, coordinate project requirements, document management topics, and invoicing status and requests. Eight (8) months of meetings were included in Contract Amendment No. 1.
  - Attendance of virtual or in-person progress meetings bi-weekly for an additional period of two (2) months, for a total of four (4) meetings. Assumes up to two (2) HDR representatives and a (1) hour meeting duration.
  - This part of the sub-task includes bi-weekly design specific **Internal Design** coordination meetings, tracking of action items, status updates on disciplinary progress, and schedule management for design management staff and all disciplinary leads. Eight (8) months of meetings were included in Contract Amendment No. 1.
  - Hosting internal bi-weekly coordination meetings for an additional period of 2 months, for a total of four (4) meetings. Assumes up to six (4) representatives and a (1) hour meeting duration.

- HDR design disciplines will advance the Specifications to the 90% level of detail. HDR will use the Designer specification format.

- HDR will conduct an internal quality review of the specifications and drawings prior to submittal to the Designer. HDR will participate in the Designer's quality review process of the 90% set of plans. HDR will review and provide responses to the Designer's review comments on HDR respective discipline's documents.

- HDR's Senior Electrical Engineer will provide a peer quality review of the Designer's 90% package. Sixteen (16) total hours are provided for this review and includes back-checking of comments provided to the Designer after the review. HDR takes no responsibility for Electrical design and takes no responsibility to identify errors in or omissions from Designer's work. Work will include attending one (1) electrical (2-hour) meeting virtually to coordinate with site electrical work as needed. The meeting will be hosted and coordinated by the Designer. HDR will not develop or prepare any deliverables for this task.

- It is assumed that the PEMB for the Pre-Treatment tanks will cover approximately the last 75% of the north end of all four trains of the structure, for purposes of establishing a level of effort.

Task 14.1.2 Existing Plant Water System Evaluation

- HDR has no scope or level of effort included for this effort.

Task 14.1.3 Canopy Cover Options at Pre-Treatment

- HDR will develop two (2) preliminary coverage options for the Pre-Treatment Sedimentation Basin Weir portion of the facility. The draft drawings will be used for the Review Meetings described below.
  - Walkable Covers – HDR will develop draft mechanical and structural drawings (approximately 60%) to illustrate the concept of a walkable cover approach.
  - Pre-Engineered Metal Canopy – HDR will develop draft mechanical, architectural, HVAC

and structural drawings (approximately 60%) to illustrate the concept of a pre-engineered metal canopy approach.

Task 14.1.4 Walkway Options

- HDR will develop draft structural drawings (approximately 60%) that show a concrete walkway option and an elevated aluminum walkway with stairs between Plants 3 &4 and Plants 5&6. The draft drawings will be used for the Review Meetings described below.

Task 14.2 Review Meetings

Task 14.2.1 MOPO/ Startup/ Commissioning

- HDR will attend one virtual review meeting (5 people) to review the plan created in Phase 1 and confirm and update the plan as necessary. The final startup plan will be included in 90% documents.

Task 14.2.2 Plant Water System Evaluation Review Meeting

- HDR has no scope or level of effort included for this meeting.

Task 14.2.3 Pre-Treatment Cover and Walkway Options Review Meeting

- HDR will attend one virtual review meeting (3 people) to review the options developed for the PEMB and walkway.

Task 14.2.4 90% Design Review Meeting

- HDR will attend the 90% design review meeting both in-person (2 people) and up to 3 people virtual. HDR will review and address comments in writing for those related to our disciplines. Work will include making the necessary document modifications to address the review comments.

Task 14.2.5 IFC Design Review Meeting

- HDR will attend the IFC design review meeting both in-person (2 people) and up to 2 people virtual. HDR will review and address comments in writing for those related to our disciplines. Work will include making the necessary document modifications to address the review comments. It is assumed that the duration of the IFC Design Review Meeting will be shorter in duration than the 90% Review Meeting.

Level of effort for meetings includes preparation; development, review and distribution of notes; and follow-up / coordination of action items, in addition to attendance of the meeting itself.

Task 14.3 Issue for Construction (IFC) Deliverable

Task 14.3.1 Issue for Construction Design Documents.

- HDR will prepare submit final specifications and design drawings to the Designer for assembly into an IFC package. This submittal will incorporate permitting comments and 90% design review comments.
- **Designer and Design Subcontractor Meetings** and **Internal Design** Meetings [IFC]
    - This task includes recurring bi-weekly meetings with the **Designer and Design Subcontractors** to review progress related to Contract Amendment No. 2 tasks, discuss planning activities, provide updates, coordinate project requirements, document management topics, and invoicing status and requests. Eight (8) months of meetings were included in Contract Amendment No. 1.
    - Attendance of virtual or in-person progress meetings bi-weekly for an additional period of two (2) months, for a total of four (4) meetings. Assumes up to two (2) HDR representatives and a (1) hour meeting duration.

- This task includes bi-weekly design specific **Internal Design** coordination meetings, tracking of action items, status updates on disciplinary progress, and schedule management for design management staff and all disciplinary leads. Eight (8) months of meetings were included in Contract Amendment No. 1.

- Hosting internal bi-weekly coordination meetings for an additional period of 2 months, for a total of four (4) meetings. Assumes up to six (6) representatives and a (1) hour meeting duration.

TASK 16: PERMITTING

Task 16.1 Permit Application and Response to Comments

Task 16.1.1 Building Permit Comments

- HDR will assist with review and will assist with addressing Desoto County Construction Building Department response to comments. It is assumed that only one (1) round of review comments from the County will be needed.

PROJECT SCHEDULE:

Anticipated Project Duration and Milestones

The Scope of Services, schedule and fee are based on completion of the Intermediate Design Report (IDR) and GMP Design Services. Hazen will submit the IDR with Final Revit Model drawings to HDR by March 19, 2025, to allow HDR to proceed with advancing to the completion of GMP designs at the dates listed in Table 1 below. This scope assumes that building and structure geometry and Revit models are finalized for proceeding to 90% design.

The following are the Project Milestones, unless different dates and durations are mutually agreed upon through an amendment to the Agreement. The schedule in the contract is fixed and shall be revised via an approved amendment. The time required for HDR to develop work products and deliverables is dependent upon the timing of receipt of IDR design criteria and other information from Designer, Design Builder, and other subconsultants. HDR will require the listed project durations to complete the design and QA/QC processes. Any delay changes to proposed dates will not truncate the task duration.

TABLE 2: Contract Amendment No. 2 Project Schedule

Description	Design Predecessor	Proposed GMP Design	90%/Building Permit Design	IFC
Task 14: Remaining Water Treatment Plant Expansion Design	IDR Process Approval 3/19/25	7/25/25	1/9/2026	4/30/2026

NOTE:

1) GMP Drawings are included in the Phase 1 Design Services.

2) IFC dates may be dependent on received Environmental and Building Permit Comments.

Schedule Assumptions and Clarifications:

1. Project Schedule is independent of the project construction schedule.
2. Achieving the timeframes agreed to in schedule is contingent upon a timely (maximum of 15 calendar days) review / turnaround on all of HDR's submissions (which are identified in the Project Schedule) within the durations outlined in the Project Schedule. HDR is not responsible for any delays arising from

TAB C
Amendment #2 Signatory Page

Amendment No. 2 to
Progressive Design-Build Agreement
for the Peace River Facility Expansion

This Amendment No. 2 to the Progressive Design-Build Agreement for the Peace River Facility Expansion dated June 5, 2024, by and between the Peace River Manasota Regional Water Supply Authority ("Authority" or "Owner") and Wharton-Smith, Inc. ("Design-Builder") ("Agreement"), amends the Agreement between the parties. This Amendment is effective when executed by both parties on the last date shown below.

Background

A. The Agreement for the Peace River Facility ("PRF") Expansion Project – Final Design, Permitting, and Construction (the "Project") includes Phase 1 – Preconstruction Services and Phase 2 – Final Design and Construction.

B. Phase 1 of the Project is underway and the parties anticipate that the Design-Builder will provide a Guaranteed Maximum Price Amendment for Phase 2 of the project in the future. Before that occurs, the parties are amending the contract to include additional items under the Phase 1 Preconstruction Services.

C. On April 10, 2025, the parties executed Amendment No. 1 to the Agreement for Design Builder to provide Process Tank Structural Design as part of Phase 1 Design Services. The Exhibit labeled 1.1 in Amendment No. 1 is hereby re-labeled as Exhibit 1.1 A.

D. This Amendment No. 2 is also part of Phase 1 Design Services and includes 1) Facility Expansion Final Design, and 2) Long Lead Equipment Packages.

The Authority and Design-Builder agree as follows:

1. Background and Exhibits. The background stated above and the attached Exhibit 1.1 B – Design-Builder's Phase 1 Services – Contract Amendment 2 are part of this Amendment No. 2.

2. Agreement. The provisions of the Agreement govern the parties' obligations concerning this Amendment No. 2.

3. Additional Design Services. Design-Builder will undertake the work described in Exhibit 1.1 B.

4. Fees and Time for Completion. The Fees and time for completion are included in Exhibit 1.1 B.

5. Effect. Upon execution, this Amendment No. 2 modifies the Agreement and becomes a Contract Document as defined in the Agreement.

Witnesses:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

Design-Builder: Wharton-Smith, Inc.

_____
Signature

_____
Print name

_____
Print title

_____
Date

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

Peace River Manasota Regional Water Supply Authority:

_____
Richard Anderson, Executive Director

_____
Date

Approved as to Form:

_____
General Counsel

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

GENERAL COUNSEL'S REPORT

Presenter - Douglas Manson, General Counsel

Recommended Action - **Status Update.** This item is presented for the Board's information and consideration.

1. Charlotte County Model Airplane Club Agreement
2. Phase 2B Regional Interconnect Easement – Myakka Island Point Preserve

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

EXECUTIVE DIRECTOR'S REPORT

Presenter -	Richard Anderson, Executive Director
Recommended Action -	**Status Update.** This item is presented for the Board's information and no action is required.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 1

Hydrologic Conditions Report

Project Status Report

Project: Hydrologic Conditions Report

Date: June 4, 2025

Prepared By: Kris Ramon, Project Manager III – Water Resources & Planning

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

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from April 1, 2024, through April 30, 2025. Rainfall in the Peace River Basin for the past 12-months totaled 40.03 inches, which is 12.27 inches below the long-term historical average of 52.30 inches. Rainfall for the month of April 2025 totaled 0.37 inches, a value 2.13 inches below the historical monthly average of 2.50 inches for April.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	12 Mo Total
Historical Avg Rainfall[1]	2.50	4.00	8.40	8.10	7.70	7.30	3.10	1.70	1.90	2.20	2.50	2.90	2.50	52.30
Actual Rainfall[2]	0.72	0.39	6.12	3.52	6.49	11.06	6.21	0.57	0.92	1.67	2.07	0.64	0.37	40.03
Diff. Historical vs Actual	-1.78	-3.61	-2.28	-4.58	-1.21	3.76	3.11	-1.13	-0.98	-0.53	-0.43	-2.26	-2.13	-12.27

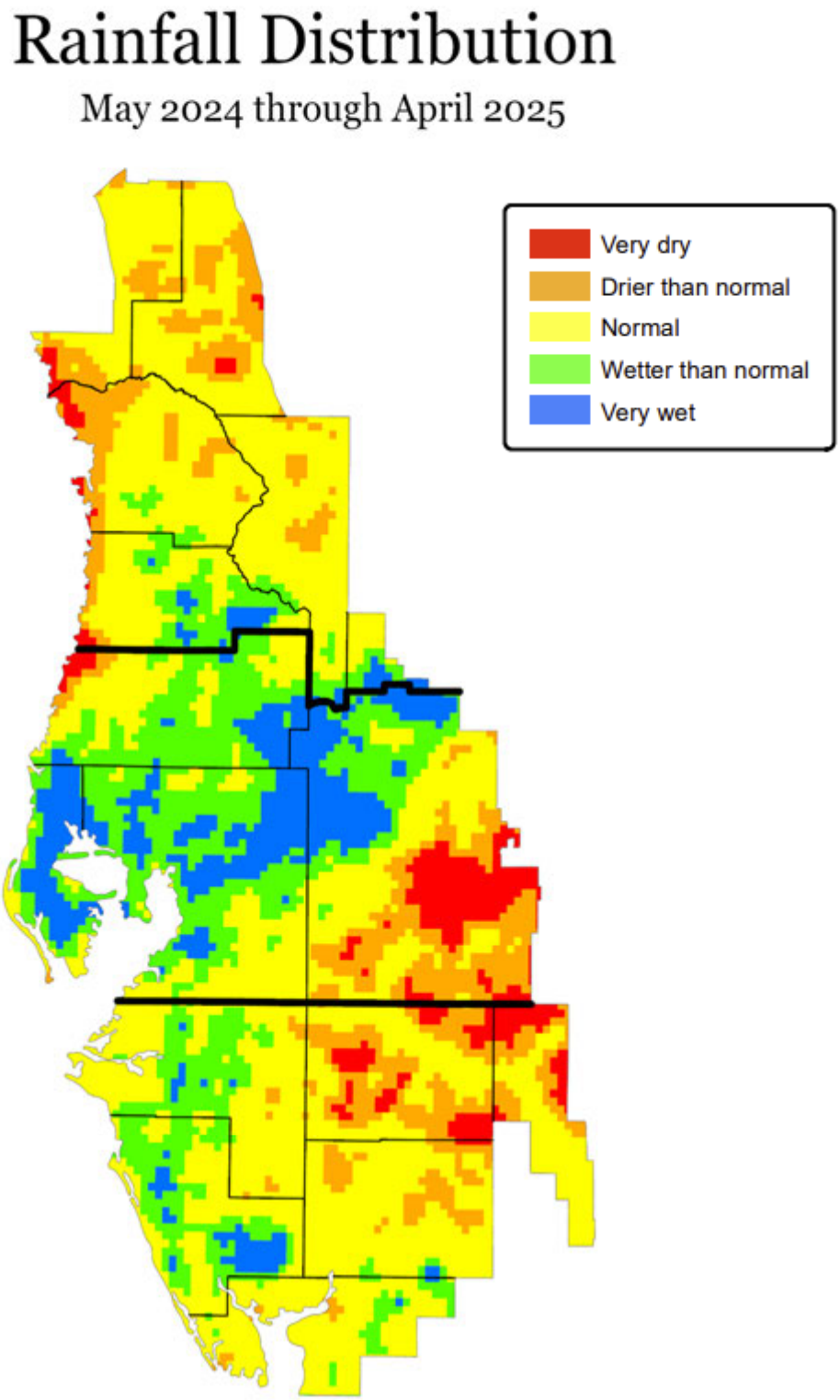
[1] Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

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

Figure 1 provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending April 2025. Data shown for the Authority's 4-county service area indicates normal to very wet conditions for most of Sarasota County, drier than normal to very wet conditions for most of Charlotte and Manatee Counties, and very dry to very wet conditions for most of DeSoto County. The overall inland Peace River Basin indicates very dry to very wet conditions from Polk to DeSoto Counties over the last 12 months.

NOAA projections for the next three months (May 2025 – July 2025) are likely above normal temperatures and leaning above normal chances of rainfall for Southwest Florida. The NOAA/ENSO (El Nino/ La Nina) extended forecast indicates ENSO-neutral conditions are favored during the Northern Hemisphere summer 2025 (74% chance during June-August), with chances exceeding 50% through August-October 2025.

Figure 1 (SWFWMD Rainfall Conditions Map)



River Flow Conditions

Figure 2 provides the locations of the three U.S. Geological Survey gauges that are used to regulate Authority withdrawals from the Peace River: 1) Peace River at Arcadia, 2) Horse Creek at Arcadia, and 3) Joshua Creek at Nocatee. Flow conditions at these gauges are discussed below:

The combined flow at the three gauges listed above remained below the historical average throughout March 2025 and April 2025. **Figure 3** provides a hydrograph of combined flows plotted against the historical average and the 130 cfs lower limit for withdrawals.

Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)

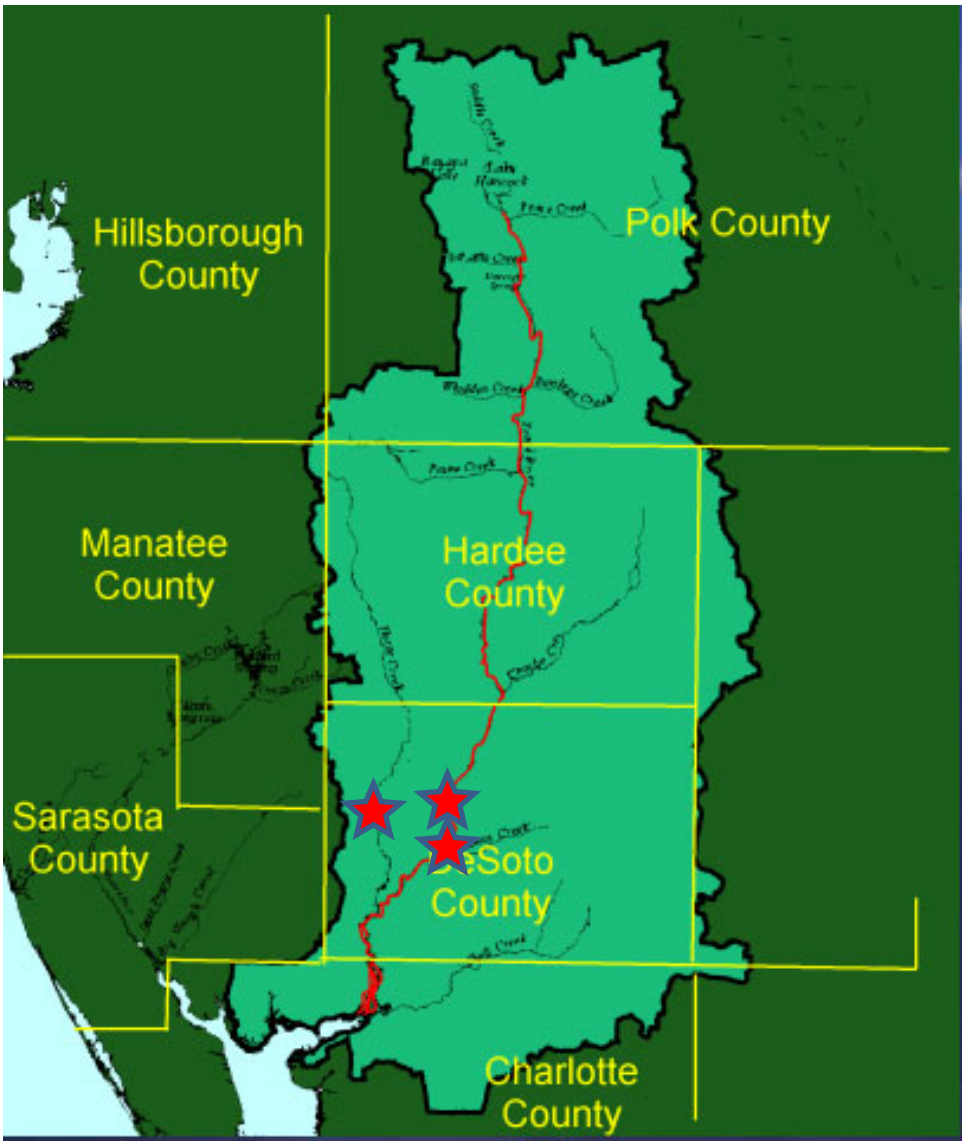
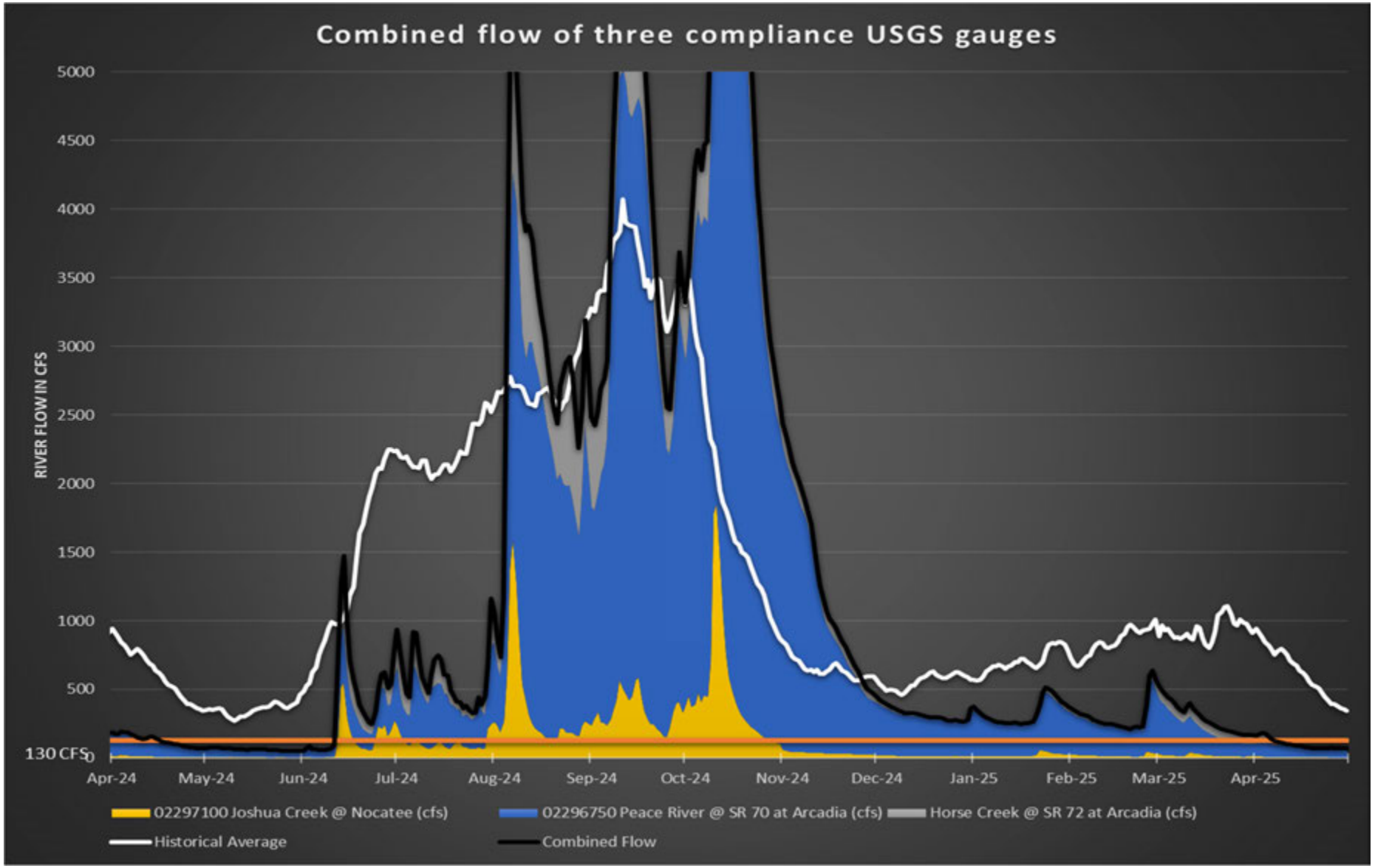


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS



River Withdrawals, Finished Water Production, & Demand (April 2024 – April 2025)

Figure 4 provides average daily river withdrawals for each of the last 13 months at the Peace River Facility in million gallons per day (MGD). Average withdrawals for April 2025 (0 MGD) were 3.9 MGD lower than those that occurred in April 2024 (3.9 MGD).

Figure 4

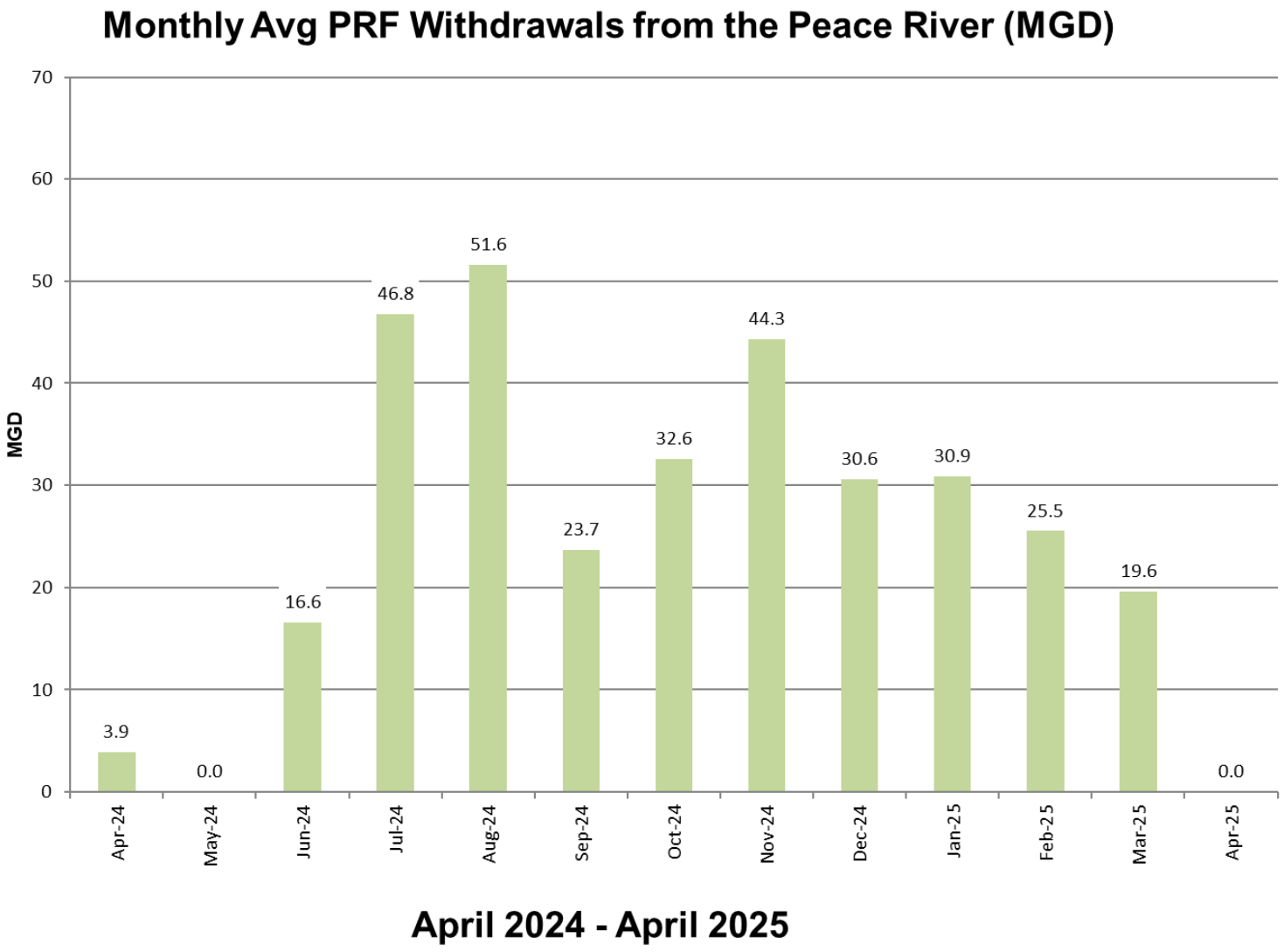
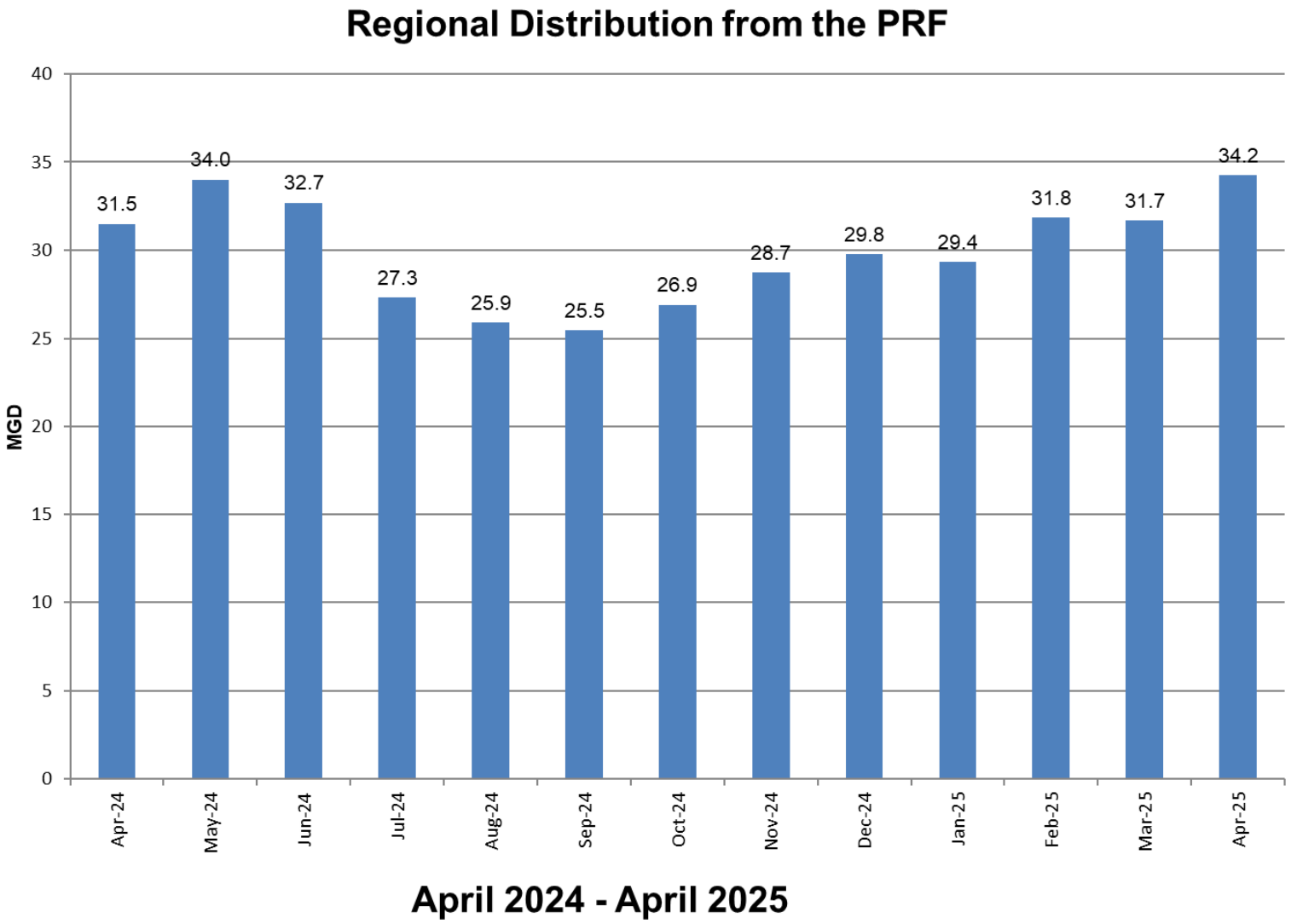


Figure 5 shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 34.2 MGD in April 2025, approximately 2.7 MGD more than in April 2024.

The routine exchange of water with the City of Punta Gorda is ongoing with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a "ready-to-serve" condition at all times.

Figure 5



Stored Supplies at the PRF

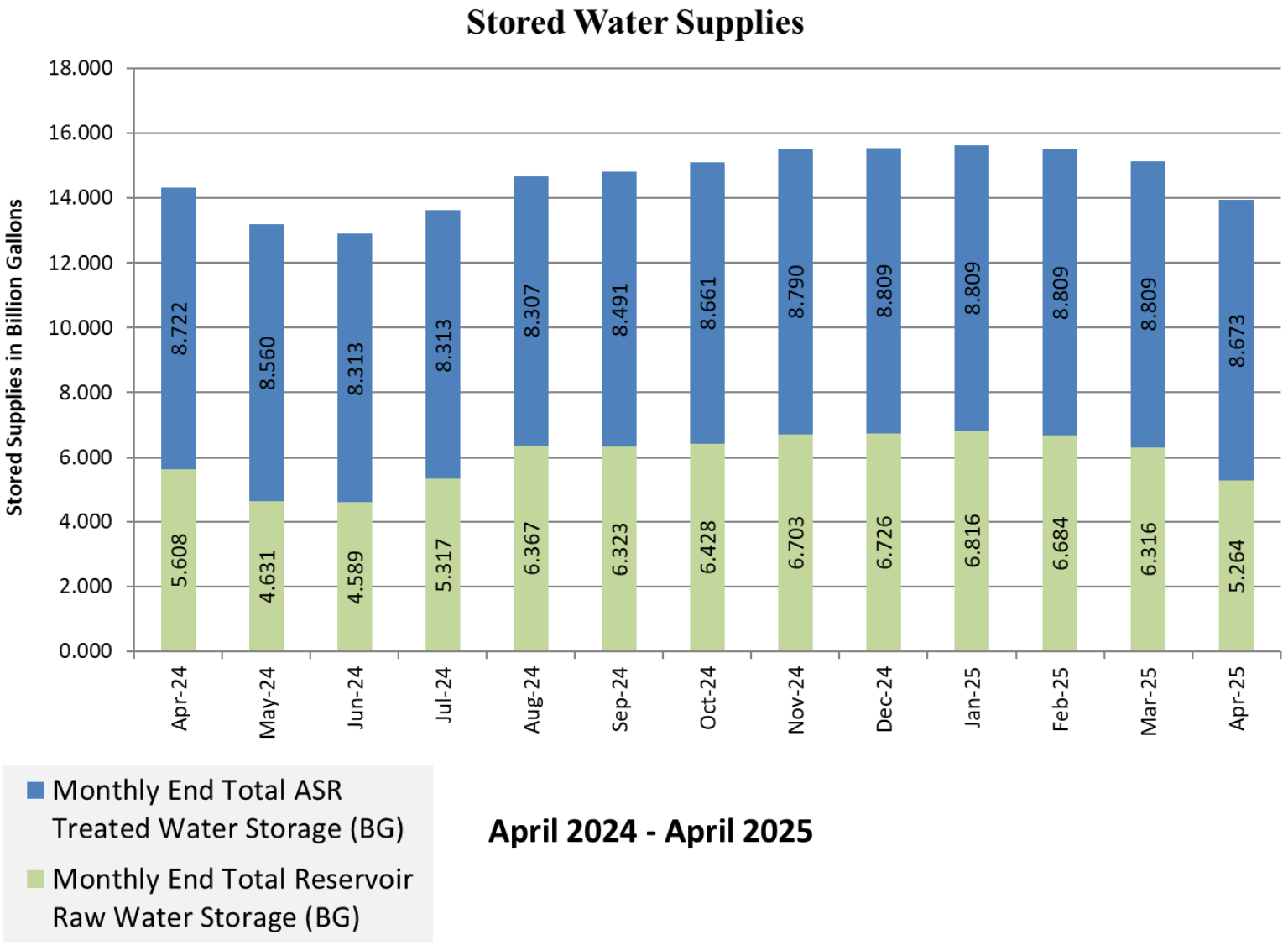
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority's river intake pumping facility on the Peace River consistent with the permit-authorized diversion schedule and is stored in Reservoirs 1 and 2. Storage volumes in the reservoirs generally decline in the dry season due to lower flows and increase during the wet season as rainfall, flows, and river diversions increase. During the hurricane season the permitted total combined raw water storage capacity in Reservoirs 1 and 2 is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored up to 6.8 BG. **Total raw water stored in the reservoir system as of April 30, 2025, was 5.264 BG, which was 0.344 BG less than April 2024 (5.608 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.673 BG stored in the ASR system as of April 30, 2025. Because this supply must be fully treated to drinking water standards before storage, it cannot be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year during the wet season as excess treatment capacity (due to lower public water supply demand) and hydrologic conditions allow. Water recovered from ASR during the dry season is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers.

In 2025, recovery from the ASR system began April 7 and ended April 30 for a total of 136 MG. **Total ASR system storage as of April 30, 2025 was 8.673 BG (2.373 BG greater than design storage capacity), and 0.049 BG less than April 2024 (8.722 BG).**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in **Figure 6**. **The total water in storage as of April 30, 2025, was approximately 13.937 BG, approximately 0.393 BG less than total storage in April 2024 (14.33 BG).**

Figure 6


Stored Water Supplies
Stored Supplies in Billion Gallons
18.000
16.000
14.000
12.000
10.000
8.000
6.000
4.000
2.000
0.000
8.722
8.560
8.313
8.313
8.307
8.491
8.661
8.790
8.809
8.809
8.809
8.809
8.673
5.608
4.631
4.589
5.317
6.367
6.323
6.428
6.703
6.726
6.816
6.684
6.316
5.264
Apr-24
May-24
Jun-24
Jul-24
Aug-24
Sep-24
Oct-24
Nov-24
Dec-24
Jan-25
Feb-25
Mar-25
Apr-25
Monthly End Total ASR Treated Water Storage (BG)
Monthly End Total Reservoir Raw Water Storage (BG)
April 2024 - April 2025

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 2

Check Registers for March and April 2025

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2025

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	40308	La France Linen & Dry Cleaning	$	1,188.40
03/07/25	40309	D M CONSTRUCTION CORP	$	22,845.70
03/07/25	40311	VERIZON WIRELESS	$	180.35
03/07/25	40312	Water Boy, Inc	$	16.50
03/07/25	40313	KED GROUP INC	$	40,385.20
03/07/25	40314	Waste Pro Bradenton/Sarasota	$	190.00
03/07/25	40315	Manatee County Utilities Department	$	323.81
03/07/25	40316	MAVIS DISCOUNT TIRE	$	406.94
03/07/25	40317	SALOMONE LAW GROUP	$	718.50
03/07/25	ACH000146	Locher Environmental LLC	$	8,334.00
03/07/25	ACH000147	Ardurra Group	$	21,295.80
03/07/25	ACH000148	UNIVAR SOLUTIONS USA INC	$	113,884.50
03/07/25	ACH000149	C & S CHEMICALS INC	$	105,081.48
03/07/25	ACH000150	Johnson Controls Security Solutions LLC	$	513.05
03/07/25	ACH000151	SUNSHINE ACE HARDWARE	$	263.05
03/07/25	ACH000152	DMS-FINANCIAL MGMT SERVICES	$	447.64
03/07/25	ACH000153	CenturyLink	$	1,652.07
03/07/25	ACH000154	Rite Technology	$	2,081.19
03/07/25	ACH000155	SANDERS LABORATORIES	$	1,595.00
03/07/25	ACH000156	Vanguard Cleaning Systems of SW Florida	$	4,020.00
03/07/25	ACH000157	Entech	$	4,487.00
03/07/25	ACH000158	FRONTIER COMMUNICATIONS-305	$	255.98
03/07/25	ACH000159	TOI TOI USA	$	433.48
03/07/25	ACH000160	CINTAS	$	703.74
03/07/25	ACH000161	Vertiv Services Inc.	$	3,978.95
03/07/25	ACH000162	Apex Office Products Inc	$	455.38
03/07/25	ACH000163	ULINE	$	1,061.03
03/07/25	ACH000164	BENCHMARK ENVIROANALYTICAL INC	$	775.50
03/07/25	ACH000165	Brown and Caldwell	$	7,988.30
03/07/25	ACH000166	CHARLOTTE COUNTY BD OF COMMISSIONER	$	111,721.72
03/07/25	ACH000167	AMAZON Business	$	1,915.60
03/07/25	ACH000168	KIMLEY-HORN AND ASSOCIATES INC	$	1,519.25
03/07/25	ACH000169	ADVANTAGE COMMUNICATIONS INC	$	3,000.00
03/07/25	ACH000170	RING POWER CORPORATION	$	12,494.95
03/07/25	ACH000171	FLUID CONTROL SPECIALTIES INC	$	2,952.96
03/07/25	ACH000172	GRAINGER	$	9,278.21
03/07/25	ACH000173	CED - Port Charlotte	$	507.72
03/07/25	ACH000174	Aqueous Infrastructure Management CO	$	9,700.00
03/07/25	ACH000175	TRULY NOLEN BRANCH 079	$	331.00
03/07/25	ACH000176	ALLIED UNIVERSAL CORP	$	31,471.44
03/07/25	ACH000177	RESPEC Company LLC	$	19,466.55
03/07/25	ACH000178	JOHNSON ENGINEERING INC	$	14,552.50
03/07/25	ACH000179	Natural Resources LLC	$	4,316.60
03/07/25	ACH000180	USA Bluebook	$	12,541.22
03/07/25	ACH000181	THE BANK OF NEW YORK MELLON	$	825.00
03/07/25	ACH000182	SYLOGISTMISSION, INC.	$	9,960.50
03/07/25	ACH000183	CINTAS FIRE 636525	$	3,490.45
03/07/25	ACH000184	Tanner Industries, Inc	$	6,474.56
03/07/25	ACH000185	Hach Company	$	4,358.69

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2025

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	ACH000186	Fisher Scientific	$	3,066.86
03/07/25	ACH000187	CENTURYLINK	$	456.30
03/07/25	ACH000188	MADER ELECTRIC INC	$	3,850.00
03/07/25	ACH000189	TRANSCAT INC	$	1,158.94
03/07/25	ACH000190	PRO-CHEM INC	$	967.04
03/07/25	ACH000191	EARTH BALANCE	$	4,365.80
03/07/25	ACH000192	Jimmy Dixon	$	127.14
03/07/25	ACH000193	Air Mechanical & Service Corp	$	874.12
03/07/25	ACH000194	CHARLOTTE COUNTY BCC - LANDFILL	$	4,875.82
03/07/25	ACH000195	MANSON BOLVES DONALDSON TANNER	$	21,316.07
03/07/25	ACH000196	DESOTO COUNTY BOCC	$	80.57
03/07/25	40318	FLORIDA POWER & LIGHT COMPANY	$	171,258.23
03/21/25	ACH000197	Air Mechanical & Service Corp	$	176.00
03/21/25	ACH000198	AIRGAS USA LLC	$	344.79
03/21/25	ACH000199	ALLIED UNIVERSAL CORP	$	63,379.68
03/21/25	ACH000200	AMAZON Business	$	631.07
03/21/25	ACH000201	Bates Flags & Flagpoles	$	1,315.00
03/21/25	ACH000202	BEAMEX INC	$	3,333.00
03/21/25	ACH000203	BENCHMARK ENVIROANALYTICAL INC	$	3,052.00
03/21/25	ACH000204	BLACK & VEATCH	$	16,069.04
03/21/25	ACH000205	C & S CHEMICALS INC	$	155,487.36
03/21/25	ACH000206	CELLHIRE USA,LLC	$	191.01
03/21/25	ACH000207	CenturyLink	$	1,652.07
03/21/25	ACH000208	CENTURYLINK	$	197.29
03/21/25	ACH000209	CHARLOTTE COUNTY BCC - LANDFILL	$	5,400.17
03/21/25	ACH000210	CHARLOTTE COUNTY BD OF COMMISSIONER	$	111,721.72
03/21/25	ACH000211	CHENANGO SUPPLY CO., INC.	$	282.44
03/21/25	ACH000212	CINTAS	$	509.79
03/21/25	ACH000213	Clearsite Industrial LLC	$	3,572.17
03/21/25	ACH000214	CORONADO LAWN SERVICE OF FL	$	6,896.00
03/21/25	ACH000215	Cummins Power South	$	2,595.15
03/21/25	ACH000216	DeSoto County	$	66,333.33
03/21/25	ACH000217	EARTH BALANCE	$	2,010.00
03/21/25	ACH000218	Entech	$	6,845.20
03/21/25	ACH000219	Environmental Science Associates	$	28,061.41
03/21/25	ACH000220	FEL-FT.MYERS WATERWORKS #127	$	31.70
03/21/25	ACH000221	Fisher Scientific	$	2,383.51
03/21/25	ACH000222	Flotech INC	$	6,240.02
03/21/25	ACH000223	FLUID CONTROL SPECIALTIES INC	$	3,668.00
03/21/25	ACH000224	FRONTIER	$	254.14
03/21/25	ACH000225	FRONTIER COMMUNICATIONS-305	$	255.98
03/21/25	ACH000226	GRAINGER	$	64.60
03/21/25	ACH000227	GRAY MATTER SYSTEMS INC	$	6,581.50
03/21/25	ACH000228	Hach Company	$	270.10
03/21/25	ACH000229	Jacobi Carbons Inc	$	141,606.40
03/21/25	ACH000230	JOHNSON ENGINEERING INC	$	10,486.25
03/21/25	ACH000231	Matt's Lawn Service	$	775.00
03/21/25	ACH000232	MCMASTER-CARR SUPPLY CO	$	205.60
03/21/25	ACH000233	NAVITAS CREDIT CORP	$	211.58

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2025

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/21/25	ACH000234	PRO-CHEM INC	$	550.90
03/21/25	ACH000235	PURVIS GRAY & COMPANY	$	4,000.00
03/21/25	ACH000236	RESPEC Company LLC	$	5,308.10
03/21/25	ACH000237	REXEL USA Inc	$	4,666.73
03/21/25	ACH000238	RS Americas Inc	$	5,586.24
03/21/25	ACH000239	Sumner Land Management LLC	$	9,680.10
03/21/25	ACH000240	SUNSHINE ACE HARDWARE	$	317.81
03/21/25	ACH000241	UNIVAR SOLUTIONS USA INC	$	64,667.84
03/21/25	ACH000242	USA Bluebook	$	2,237.52
03/21/25	ACH000243	Vanguard Cleaning Systems of SW Florida	$	2,400.00
03/21/25	ACH000244	VOYAGER FLEET SYSTEMS INC	$	4,953.12
03/21/25	ACH000245	WOMACK SANITATION INC	$	908.50
03/21/25	40319	FLORIDA POWER & LIGHT COMPANY	$	156.52
03/21/25	40320	NaturZone Pest Control	$	87.79
03/21/25	40321	INGMAN MARINE	$	1,116.95
03/21/25	40322	Braden River Utilities LLC	$	97.48
03/21/25	40323	Ganett Florida LocaliQ	$	845.50
03/21/25	40324	VERIZON WIRELESS	$	200.19
03/21/25	40325	Access Control Systems, LLC	$	11,048.53
03/21/25	40326	D M CONSTRUCTION CORP	$	20,331.39
03/21/25	40327	Water Boy, Inc	$	21.75
03/21/25	40328	SALOMONE LAW GROUP	$	184.62
03/21/25	40329	KW Commercial	$	38,661.28
03/21/25	40330	SAM'S CLUB/SYNCHRONY BANK	$	188.96
04/04/25	ACH000246	ADVANTAGE CARE INC.	$	80.00
04/04/25	ACH000247	ALLIED UNIVERSAL CORP	$	39,310.44
04/04/25	ACH000248	AMAZON Business	$	708.11
04/04/25	ACH000249	Apex Office Products Inc	$	464.35
04/04/25	ACH000250	Apple Video & Photography Studio	$	1,495.00
04/04/25	ACH000251	ATKINS NORTH AMERICA, INC.	$	3,829.67
04/04/25	ACH000252	BENCHMARK ENVIROANALYTICAL INC	$	4,839.00
04/04/25	ACH000253	BLACK & VEATCH	$	5,871.50
04/04/25	ACH000254	Brown and Caldwell	$	4,435.00
04/04/25	ACH000255	C & S CHEMICALS INC	$	85,664.88
04/04/25	ACH000256	CAROLLO ENGINEERS INC	$	15,597.16
04/04/25	ACH000257	CENTURYLINK	$	483.30
04/04/25	ACH000258	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
04/04/25	ACH000259	Charlotte County Ford, Inc.	$	3,476.45
04/04/25	ACH000260	CINTAS	$	321.00
04/04/25	ACH000261	CINTAS FIRE 636525	$	441.00
04/04/25	ACH000262	CROM, LLC	$	69,773.16
04/04/25	ACH000263	DMS-FINANCIAL MGMT SERVICES	$	447.99
04/04/25	ACH000264	EARTH BALANCE	$	16,850.00
04/04/25	ACH000265	FEL-FT.MYERS WATERWORKS #127	$	789.96
04/04/25	ACH000266	FLUID CONTROL SPECIALTIES INC	$	13,743.00
04/04/25	ACH000267	FRONTIER	$	271.95
04/04/25	ACH000268	GRAINGER	$	1,664.63
04/04/25	ACH000269	Hach Company	$	1,285.10
04/04/25	ACH000270	Harrington Industrial Plastics, LLC	$	4,630.43

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Date	Document Number	Payee Name / Description		Amount
04/04/25	ACH000271	Hostetler Irrigation Inc	$	283.95
04/04/25	ACH000272	HVMI LLC	$	20,387.72
04/04/25	ACH000273	JOHNSON ENGINEERING INC	$	9,220.00
04/04/25	ACH000274	Kevin Jackson	$	746.36
04/04/25	ACH000275	KIMLEY-HORN AND ASSOCIATES INC	$	1,490.93
04/04/25	ACH000276	Natural Resources LLC	$	7,391.78
04/04/25	ACH000277	PITNEY BOWES	$	188.97
04/04/25	ACH000278	PRO-CHEM INC	$	583.94
04/04/25	ACH000279	RESPEC Company LLC	$	11,885.40
04/04/25	ACH000280	Rite Technology	$	2,081.19
04/04/25	ACH000281	STANTEC CONSULTING SERVICES	$	23,614.10
04/04/25	ACH000282	SUNSHINE ACE HARDWARE	$	15.97
04/04/25	ACH000283	SYLOGISTMISSION, INC.	$	3,920.20
04/04/25	ACH000284	Tampa Bay Trane	$	1,141.20
04/04/25	ACH000285	Tanner Industries, Inc	$	6,386.68
04/04/25	ACH000286	TOI TOI USA	$	433.48
04/04/25	ACH000287	UNIVAR SOLUTIONS USA INC	$	19,860.29
04/04/25	ACH000288	USA Bluebook	$	687.25
04/04/25	ACH000289	VOYAGER FLEET SYSTEMS INC	$	5,264.08
04/04/25	40331	PREFERRED GOVERNMENT INSURANCE TRUS	$	22,401.75
04/04/25	40333	SALOMONE LAW GROUP	$	184.62
04/04/25	40334	FLORIDA POWER & LIGHT COMPANY	$	169,402.09
04/04/25	40335	Florida Assoc for Water Quality Control	$	1,500.00
04/04/25	40336	Waste Pro Bradenton/Sarasota	$	190.00
04/04/25	40337	FW&PCOA	$	1,110.00
04/04/25	40338	Manatee County Utilities Department	$	326.54
04/04/25	40339	SMITH RANCH & GARDEN INC	$	857.50
04/04/25	40340	NaturZone Pest Control	$	87.79
04/18/25	40342	Water Boy, Inc	$	16.50
04/18/25	40343	Ganett Florida LocaliQ	$	785.00
04/18/25	40344	Braden River Utilities LLC	$	88.11
04/18/25	40345	DEPARTMENT OF ENVIRONMENTAL PROTECT	$	1,200.00
04/18/25	40346	HOME DEPOT CREDIT SERVICE	$	343.99
04/18/25	40347	PNC Bank	$	1,282.19
04/18/25	40348	SPECIALTY PARTS	$	102.78
04/18/25	40349	SOLINST CANADA LTD	$	523.60
04/18/25	40350	SALOMONE LAW GROUP	$	184.62
04/18/25	ACH000290	AIR CENTERS-FLORIDA	$	9,925.59
04/18/25	ACH000291	Air Mechanical & Service Corp	$	3,660.00
04/18/25	ACH000292	AIRGAS USA LLC	$	380.85
04/18/25	ACH000293	ALLIED UNIVERSAL CORP	$	39,388.44
04/18/25	ACH000294	AMAZON Business	$	1,743.85
04/18/25	ACH000295	Apex Office Products Inc	$	1,297.98
04/18/25	ACH000296	Apple Video & Photography Studio	$	1,495.00
04/18/25	ACH000297	Ardurra Group	$	582.20
04/18/25	ACH000298	BENCHMARK ENVIROANALYTICAL INC	$	4,254.00
04/18/25	ACH000299	C & S CHEMICALS INC	$	116,206.58
04/18/25	ACH000300	CED - Port Charlotte	$	2,907.04
04/18/25	ACH000301	CELLHIRE USA,LLC	$	191.01

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Date	Document Number	Payee Name / Description		Amount
04/18/25	ACH000302	CenturyLink	$	1,652.60
04/18/25	ACH000303	CENTURYLINK	$	197.51
04/18/25	ACH000304	CHARLOTTE COUNTY BCC - LANDFILL	$	5,854.20
04/18/25	ACH000305	CINTAS	$	419.24
04/18/25	ACH000306	CINTAS FIRE 636525	$	450.00
04/18/25	ACH000307	DeSoto County	$	66,333.33
04/18/25	ACH000308	Entech	$	6,845.20
04/18/25	ACH000309	Environmental Science Associates	$	27,527.18
04/18/25	ACH000310	FEDERAL EXPRESS	$	52.90
04/18/25	ACH000311	FEL-FT.MYERS WATERWORKS #127	$	14,560.71
04/18/25	ACH000312	Fisher Scientific	$	2,460.29
04/18/25	ACH000313	FLUID CONTROL SPECIALTIES INC	$	17,098.00
04/18/25	ACH000314	FORTILINE INC.	$	19,095.00
04/18/25	ACH000315	FRONTIER COMMUNICATIONS-305	$	255.98
04/18/25	ACH000316	GARNEY COMPANIES	$	128,835.63
04/18/25	ACH000317	GRAINGER	$	4,852.87
04/18/25	ACH000318	Hach Company	$	377.89
04/18/25	ACH000319	HVMI LLC	$	16,412.64
04/18/25	ACH000320	J.G. British Imports, Inc	$	35.00
04/18/25	ACH000321	Jacobi Carbons Inc	$	68,558.40
04/18/25	ACH000322	Kevin Jackson	$	4,606.17
04/18/25	ACH000323	Kristine Ramon	$	413.90
04/18/25	ACH000324	Matt's Lawn Service	$	775.00
04/18/25	ACH000325	OneDigital Investment Advisors LLC	$	4,500.00
04/18/25	ACH000326	OnSolve, LLC	$	60.00
04/18/25	ACH000327	RESPEC Company LLC	$	2,310.00
04/18/25	ACH000328	RING POWER CORPORATION	$	6,321.86
04/18/25	ACH000329	SENSIDYNE LP	$	1,608.00
04/18/25	ACH000330	STANTEC CONSULTING SERVICES	$	3,394.84
04/18/25	ACH000331	SUNSHINE ACE HARDWARE	$	304.33
04/18/25	ACH000332	Tanner Industries, Inc	$	12,796.42
04/18/25	ACH000333	TOI TOI USA	$	433.48
04/18/25	ACH000334	TRULY NOLEN BRANCH 079	$	331.00
04/18/25	ACH000335	UNITED STATES GEOLOGICAL SURVEY	$	10,170.00
04/18/25	ACH000336	UNIVAR SOLUTIONS USA INC	$	85,985.74
04/18/25	ACH000337	USA Bluebook	$	6,021.46
04/18/25	ACH000338	Vanguard Cleaning Systems of SW Florida	$	3,150.00
04/18/25	ACH000339	WOMACK SANITATION INC	$	1,442.00
			Total	**$ 3,064,273.04**

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Date	Document Number	Payee Name / Description		Amount
03/21/25	40325	Access Control Systems, LLC	$	11,048.53
04/04/25	ACH000246	ADVANTAGE CARE INC.	$	80.00
03/07/25	ACH000169	ADVANTAGE COMMUNICATIONS INC	$	3,000.00
04/18/25	ACH000290	AIR CENTERS-FLORIDA	$	9,925.59
03/07/25	ACH000193	Air Mechanical & Service Corp	$	874.12
03/21/25	ACH000197	Air Mechanical & Service Corp	$	176.00
04/18/25	ACH000291	Air Mechanical & Service Corp	$	3,660.00
03/21/25	ACH000198	AIRGAS USA LLC	$	344.79
04/18/25	ACH000292	AIRGAS USA LLC	$	380.85
03/07/25	ACH000176	ALLIED UNIVERSAL CORP	$	31,471.44
03/21/25	ACH000199	ALLIED UNIVERSAL CORP	$	63,379.68
04/04/25	ACH000247	ALLIED UNIVERSAL CORP	$	39,310.44
04/18/25	ACH000293	ALLIED UNIVERSAL CORP	$	39,388.44
03/07/25	ACH000167	AMAZON Business	$	1,915.60
03/21/25	ACH000200	AMAZON Business	$	631.07
04/04/25	ACH000248	AMAZON Business	$	708.11
04/18/25	ACH000294	AMAZON Business	$	1,743.85
03/07/25	ACH000162	Apex Office Products Inc	$	455.38
04/04/25	ACH000249	Apex Office Products Inc	$	464.35
04/18/25	ACH000295	Apex Office Products Inc	$	1,297.98
04/04/25	ACH000250	Apple Video & Photography Studio	$	1,495.00
04/18/25	ACH000296	Apple Video & Photography Studio	$	1,495.00
03/07/25	ACH000174	Aqueous Infrastructure Management CO	$	9,700.00
03/07/25	ACH000147	Ardurra Group	$	21,295.80
04/18/25	ACH000297	Ardurra Group	$	582.20
04/04/25	ACH000251	ATKINS NORTH AMERICA, INC.	$	3,829.67
03/21/25	ACH000201	Bates Flags & Flagpoles	$	1,315.00
03/21/25	ACH000202	BEAMEX INC	$	3,333.00
03/07/25	ACH000164	BENCHMARK ENVIROANALYTICAL INC	$	775.50
03/21/25	ACH000203	BENCHMARK ENVIROANALYTICAL INC	$	3,052.00
04/04/25	ACH000252	BENCHMARK ENVIROANALYTICAL INC	$	4,839.00
04/18/25	ACH000298	BENCHMARK ENVIROANALYTICAL INC	$	4,254.00
03/21/25	ACH000204	BLACK & VEATCH	$	16,069.04
04/04/25	ACH000253	BLACK & VEATCH	$	5,871.50
03/21/25	40322	Braden River Utilities LLC	$	97.48
04/18/25	40344	Braden River Utilities LLC	$	88.11
03/07/25	ACH000165	Brown and Caldwell	$	7,988.30
04/04/25	ACH000254	Brown and Caldwell	$	4,435.00
03/07/25	ACH000149	C & S CHEMICALS INC	$	105,081.48
03/21/25	ACH000205	C & S CHEMICALS INC	$	155,487.36
04/04/25	ACH000255	C & S CHEMICALS INC	$	85,664.88
04/18/25	ACH000299	C & S CHEMICALS INC	$	116,206.58
04/04/25	ACH000256	CAROLLO ENGINEERS INC	$	15,597.16
03/07/25	ACH000173	CED - Port Charlotte	$	507.72
04/18/25	ACH000300	CED - Port Charlotte	$	2,907.04
03/21/25	ACH000206	CELLHIRE USA,LLC	$	191.01
04/18/25	ACH000301	CELLHIRE USA,LLC	$	191.01
03/07/25	ACH000153	CenturyLink	$	1,652.07
03/07/25	ACH000187	CENTURYLINK	$	456.30

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Date	Document Number	Payee Name / Description		Amount
03/21/25	ACH000207	CenturyLink	$	1,652.07
03/21/25	ACH000208	CENTURYLINK	$	197.29
04/04/25	ACH000257	CENTURYLINK	$	483.30
04/18/25	ACH000302	CenturyLink	$	1,652.60
04/18/25	ACH000303	CENTURYLINK	$	197.51
03/07/25	ACH000194	CHARLOTTE COUNTY BCC - LANDFILL	$	4,875.82
03/21/25	ACH000209	CHARLOTTE COUNTY BCC - LANDFILL	$	5,400.17
04/18/25	ACH000304	CHARLOTTE COUNTY BCC - LANDFILL	$	5,854.20
03/07/25	ACH000166	CHARLOTTE COUNTY BD OF COMMISSIONER	$	111,721.72
03/21/25	ACH000210	CHARLOTTE COUNTY BD OF COMMISSIONER	$	111,721.72
04/04/25	ACH000258	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
04/04/25	ACH000259	Charlotte County Ford, Inc.	$	3,476.45
03/21/25	ACH000211	CHENANGO SUPPLY CO., INC.	$	282.44
03/07/25	ACH000160	CINTAS	$	703.74
03/21/25	ACH000212	CINTAS	$	509.79
04/04/25	ACH000260	CINTAS	$	321.00
04/18/25	ACH000305	CINTAS	$	419.24
03/07/25	ACH000183	CINTAS FIRE 636525	$	3,490.45
04/04/25	ACH000261	CINTAS FIRE 636525	$	441.00
04/18/25	ACH000306	CINTAS FIRE 636525	$	450.00
03/21/25	ACH000213	Clearsite Industrial LLC	$	3,572.17
03/21/25	ACH000214	CORONADO LAWN SERVICE OF FL	$	6,896.00
04/04/25	ACH000262	CROM, LLC	$	69,773.16
03/21/25	ACH000215	Cummins Power South	$	2,595.15
03/07/25	40309	D M CONSTRUCTION CORP	$	22,845.70
03/21/25	40326	D M CONSTRUCTION CORP	$	20,331.39
04/18/25	40345	DEPARTMENT OF ENVIRONMENTAL PROTECT	$	1,200.00
03/21/25	ACH000216	DeSoto County	$	66,333.33
04/18/25	ACH000307	DeSoto County	$	66,333.33
03/07/25	ACH000196	DESOTO COUNTY BOCC	$	80.57
03/07/25	ACH000152	DMS-FINANCIAL MGMT SERVICES	$	447.64
04/04/25	ACH000263	DMS-FINANCIAL MGMT SERVICES	$	447.99
03/07/25	ACH000191	EARTH BALANCE	$	4,365.80
03/21/25	ACH000217	EARTH BALANCE	$	2,010.00
04/04/25	ACH000264	EARTH BALANCE	$	16,850.00
03/07/25	ACH000157	Entech	$	4,487.00
03/21/25	ACH000218	Entech	$	6,845.20
04/18/25	ACH000308	Entech	$	6,845.20
03/21/25	ACH000219	Environmental Science Associates	$	28,061.41
04/18/25	ACH000309	Environmental Science Associates	$	27,527.18
04/18/25	ACH000310	FEDERAL EXPRESS	$	52.90
03/21/25	ACH000220	FEL-FT.MYERS WATERWORKS #127	$	31.70
04/04/25	ACH000265	FEL-FT.MYERS WATERWORKS #127	$	789.96
04/18/25	ACH000311	FEL-FT.MYERS WATERWORKS #127	$	14,560.71
03/07/25	ACH000186	Fisher Scientific	$	3,066.86
03/21/25	ACH000221	Fisher Scientific	$	2,383.51
04/18/25	ACH000312	Fisher Scientific	$	2,460.29
04/04/25	40335	Florida Assoc for Water Quality Control	$	1,500.00
03/07/25	40318	FLORIDA POWER & LIGHT COMPANY	$	171,258.23

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Date	Document Number	Payee Name / Description		Amount
03/21/25	40319	FLORIDA POWER & LIGHT COMPANY	$	156.52
04/04/25	40334	FLORIDA POWER & LIGHT COMPANY	$	169,402.09
03/21/25	ACH000222	Flotech INC	$	6,240.02
03/07/25	ACH000171	FLUID CONTROL SPECIALTIES INC	$	2,952.96
03/21/25	ACH000223	FLUID CONTROL SPECIALTIES INC	$	3,668.00
04/04/25	ACH000266	FLUID CONTROL SPECIALTIES INC	$	13,743.00
04/18/25	ACH000313	FLUID CONTROL SPECIALTIES INC	$	17,098.00
04/18/25	ACH000314	FORTILINE INC.	$	19,095.00
03/21/25	ACH000224	FRONTIER	$	254.14
04/04/25	ACH000267	FRONTIER	$	271.95
03/07/25	ACH000158	FRONTIER COMMUNICATIONS-305	$	255.98
03/21/25	ACH000225	FRONTIER COMMUNICATIONS-305	$	255.98
04/18/25	ACH000315	FRONTIER COMMUNICATIONS-305	$	255.98
04/04/25	40337	FW&PCOA	$	1,110.00
03/21/25	40323	Ganett Florida LocaliQ	$	845.50
04/18/25	40343	Ganett Florida LocaliQ	$	785.00
04/18/25	ACH000316	GARNEY COMPANIES	$	128,835.63
03/07/25	ACH000172	GRAINGER	$	9,278.21
03/21/25	ACH000226	GRAINGER	$	64.60
04/04/25	ACH000268	GRAINGER	$	1,664.63
04/18/25	ACH000317	GRAINGER	$	4,852.87
03/21/25	ACH000227	GRAY MATTER SYSTEMS INC	$	6,581.50
03/07/25	ACH000185	Hach Company	$	4,358.69
03/21/25	ACH000228	Hach Company	$	270.10
04/04/25	ACH000269	Hach Company	$	1,285.10
04/18/25	ACH000318	Hach Company	$	377.89
04/04/25	ACH000270	Harrington Industrial Plastics, LLC	$	4,630.43
04/18/25	40346	HOME DEPOT CREDIT SERVICE	$	343.99
04/04/25	ACH000271	Hostetler Irrigation Inc	$	283.95
04/04/25	ACH000272	HVMI LLC	$	20,387.72
04/18/25	ACH000319	HVMI LLC	$	16,412.64
03/21/25	40321	INGMAN MARINE	$	1,116.95
04/18/25	ACH000320	J.G. British Imports, Inc	$	35.00
03/21/25	ACH000229	Jacobi Carbons Inc	$	141,606.40
04/18/25	ACH000321	Jacobi Carbons Inc	$	68,558.40
03/07/25	ACH000192	Jimmy Dixon	$	127.14
03/07/25	ACH000150	Johnson Controls Security Solutions LLC	$	513.05
03/07/25	ACH000178	JOHNSON ENGINEERING INC	$	14,552.50
03/21/25	ACH000230	JOHNSON ENGINEERING INC	$	10,486.25
04/04/25	ACH000273	JOHNSON ENGINEERING INC	$	9,220.00
03/07/25	40313	KED GROUP INC	$	40,385.20
04/04/25	ACH000274	Kevin Jackson	$	746.36
04/18/25	ACH000322	Kevin Jackson	$	4,606.17
03/07/25	ACH000168	KIMLEY-HORN AND ASSOCIATES INC	$	1,519.25
04/04/25	ACH000275	KIMLEY-HORN AND ASSOCIATES INC	$	1,490.93
04/18/25	ACH000323	Kristine Ramon	$	413.90
03/21/25	40329	KW Commercial	$	38,661.28
03/07/25	40308	La France Linen & Dry Cleaning	$	1,188.40
03/07/25	ACH000146	Locher Environmental LLC	$	8,334.00

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Date	Document Number	Payee Name / Description		Amount
03/07/25	ACH000188	MADER ELECTRIC INC	$	3,850.00
03/07/25	40315	Manatee County Utilities Department	$	323.81
04/04/25	40338	Manatee County Utilities Department	$	326.54
03/07/25	ACH000195	MANSON BOLVES DONALDSON TANNER	$	21,316.07
03/21/25	ACH000231	Matt's Lawn Service	$	775.00
04/18/25	ACH000324	Matt's Lawn Service	$	775.00
03/07/25	40316	MAVIS DISCOUNT TIRE	$	406.94
03/21/25	ACH000232	MCMASTER-CARR SUPPLY CO	$	205.60
03/07/25	ACH000179	Natural Resources LLC	$	4,316.60
04/04/25	ACH000276	Natural Resources LLC	$	7,391.78
03/21/25	40320	NaturZone Pest Control	$	87.79
04/04/25	40340	NaturZone Pest Control	$	87.79
03/21/25	ACH000233	NAVITAS CREDIT CORP	$	211.58
04/18/25	ACH000325	OneDigital Investment Advisors LLC	$	4,500.00
04/18/25	ACH000326	OnSolve, LLC	$	60.00
04/04/25	ACH000277	PITNEY BOWES	$	188.97
04/18/25	40347	PNC Bank	$	1,282.19
04/04/25	40331	PREFERRED GOVERNMENT INSURANCE TRUS	$	22,401.75
03/07/25	ACH000190	PRO-CHEM INC	$	967.04
03/21/25	ACH000234	PRO-CHEM INC	$	550.90
04/04/25	ACH000278	PRO-CHEM INC	$	583.94
03/21/25	ACH000235	PURVIS GRAY & COMPANY	$	4,000.00
03/07/25	ACH000177	RESPEC Company LLC	$	19,466.55
03/21/25	ACH000236	RESPEC Company LLC	$	5,308.10
04/04/25	ACH000279	RESPEC Company LLC	$	11,885.40
04/18/25	ACH000327	RESPEC Company LLC	$	2,310.00
03/21/25	ACH000237	REXEL USA Inc	$	4,666.73
03/07/25	ACH000170	RING POWER CORPORATION	$	12,494.95
04/18/25	ACH000328	RING POWER CORPORATION	$	6,321.86
03/07/25	ACH000154	Rite Technology	$	2,081.19
04/04/25	ACH000280	Rite Technology	$	2,081.19
03/21/25	ACH000238	RS Americas Inc	$	5,586.24
03/07/25	40317	SALOMONE LAW GROUP	$	718.50
03/21/25	40328	SALOMONE LAW GROUP	$	184.62
04/04/25	40333	SALOMONE LAW GROUP	$	184.62
04/18/25	40350	SALOMONE LAW GROUP	$	184.62
03/21/25	40330	SAM'S CLUB/SYNCHRONY BANK	$	188.96
03/07/25	ACH000155	SANDERS LABORATORIES	$	1,595.00
04/18/25	ACH000329	SENSIDYNE LP	$	1,608.00
04/04/25	40339	SMITH RANCH & GARDEN INC	$	857.50
04/18/25	40349	SOLINST CANADA LTD	$	523.60
04/18/25	40348	SPECIALTY PARTS	$	102.78
04/04/25	ACH000281	STANTEC CONSULTING SERVICES	$	23,614.10
04/18/25	ACH000330	STANTEC CONSULTING SERVICES	$	3,394.84
03/21/25	ACH000239	Sumner Land Management LLC	$	9,680.10
03/07/25	ACH000151	SUNSHINE ACE HARDWARE	$	263.05
03/21/25	ACH000240	SUNSHINE ACE HARDWARE	$	317.81
04/04/25	ACH000282	SUNSHINE ACE HARDWARE	$	15.97
04/18/25	ACH000331	SUNSHINE ACE HARDWARE	$	304.33

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	ACH000182	SYLOGISTMISSION, INC.	$	9,960.50
04/04/25	ACH000283	SYLOGISTMISSION, INC.	$	3,920.20
04/04/25	ACH000284	Tampa Bay Trane	$	1,141.20
03/07/25	ACH000184	Tanner Industries, Inc	$	6,474.56
04/04/25	ACH000285	Tanner Industries, Inc	$	6,386.68
04/18/25	ACH000332	Tanner Industries, Inc	$	12,796.42
03/07/25	ACH000181	THE BANK OF NEW YORK MELLON	$	825.00
03/07/25	ACH000159	TOI TOI USA	$	433.48
04/04/25	ACH000286	TOI TOI USA	$	433.48
04/18/25	ACH000333	TOI TOI USA	$	433.48
03/07/25	ACH000189	TRANSCAT INC	$	1,158.94
03/07/25	ACH000175	TRULY NOLEN BRANCH 079	$	331.00
04/18/25	ACH000334	TRULY NOLEN BRANCH 079	$	331.00
03/07/25	ACH000163	ULINE	$	1,061.03
04/18/25	ACH000335	UNITED STATES GEOLOGICAL SURVEY	$	10,170.00
03/07/25	ACH000148	UNIVAR SOLUTIONS USA INC	$	113,884.50
03/21/25	ACH000241	UNIVAR SOLUTIONS USA INC	$	64,667.84
04/04/25	ACH000287	UNIVAR SOLUTIONS USA INC	$	19,860.29
04/18/25	ACH000336	UNIVAR SOLUTIONS USA INC	$	85,985.74
03/07/25	ACH000180	USA Bluebook	$	12,541.22
03/21/25	ACH000242	USA Bluebook	$	2,237.52
04/04/25	ACH000288	USA Bluebook	$	687.25
04/18/25	ACH000337	USA Bluebook	$	6,021.46
03/07/25	ACH000156	Vanguard Cleaning Systems of SW Florida	$	4,020.00
03/21/25	ACH000243	Vanguard Cleaning Systems of SW Florida	$	2,400.00
04/18/25	ACH000338	Vanguard Cleaning Systems of SW Florida	$	3,150.00
03/07/25	40311	VERIZON WIRELESS	$	180.35
03/21/25	40324	VERIZON WIRELESS	$	200.19
03/07/25	ACH000161	Vertiv Services Inc.	$	3,978.95
03/21/25	ACH000244	VOYAGER FLEET SYSTEMS INC	$	4,953.12
04/04/25	ACH000289	VOYAGER FLEET SYSTEMS INC	$	5,264.08
03/07/25	40314	Waste Pro Bradenton/Sarasota	$	190.00
04/04/25	40336	Waste Pro Bradenton/Sarasota	$	190.00
03/07/25	40312	Water Boy, Inc	$	16.50
03/21/25	40327	Water Boy, Inc	$	21.75
04/18/25	40342	Water Boy, Inc	$	16.50
03/21/25	ACH000245	WOMACK SANITATION INC	$	908.50
04/18/25	ACH000339	WOMACK SANITATION INC	$	1,442.00
		Total	**$**	**3,064,273.04**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	40318	FLORIDA POWER & LIGHT COMPANY	$	171,258.23
04/04/25	40334	FLORIDA POWER & LIGHT COMPANY	$	169,402.09
03/21/25	ACH000205	C & S CHEMICALS INC	$	155,487.36
03/21/25	ACH000229	Jacobi Carbons Inc	$	141,606.40
04/18/25	ACH000316	GARNEY COMPANIES	$	128,835.63
04/18/25	ACH000299	C & S CHEMICALS INC	$	116,206.58
03/07/25	ACH000148	UNIVAR SOLUTIONS USA INC	$	113,884.50
04/04/25	ACH000258	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
03/07/25	ACH000166	CHARLOTTE COUNTY BD OF COMMISSIONER	$	111,721.72
03/21/25	ACH000210	CHARLOTTE COUNTY BD OF COMMISSIONER	$	111,721.72
03/07/25	ACH000149	C & S CHEMICALS INC	$	105,081.48
04/18/25	ACH000336	UNIVAR SOLUTIONS USA INC	$	85,985.74
04/04/25	ACH000255	C & S CHEMICALS INC	$	85,664.88
04/04/25	ACH000262	CROM, LLC	$	69,773.16
04/18/25	ACH000321	Jacobi Carbons Inc	$	68,558.40
03/21/25	ACH000216	DeSoto County	$	66,333.33
04/18/25	ACH000307	DeSoto County	$	66,333.33
03/21/25	ACH000241	UNIVAR SOLUTIONS USA INC	$	64,667.84
03/21/25	ACH000199	ALLIED UNIVERSAL CORP	$	63,379.68
03/07/25	40313	KED GROUP INC	$	40,385.20
04/18/25	ACH000293	ALLIED UNIVERSAL CORP	$	39,388.44
04/04/25	ACH000247	ALLIED UNIVERSAL CORP	$	39,310.44
03/21/25	40329	KW Commercial	$	38,661.28
03/07/25	ACH000176	ALLIED UNIVERSAL CORP	$	31,471.44
03/21/25	ACH000219	Environmental Science Associates	$	28,061.41
04/18/25	ACH000309	Environmental Science Associates	$	27,527.18
04/04/25	ACH000281	STANTEC CONSULTING SERVICES	$	23,614.10
03/07/25	40309	D M CONSTRUCTION CORP	$	22,845.70
04/04/25	40331	PREFERRED GOVERNMENT INSURANCE TRUS	$	22,401.75
03/07/25	ACH000195	MANSON BOLVES DONALDSON TANNER	$	21,316.07
03/07/25	ACH000147	Ardurra Group	$	21,295.80
04/04/25	ACH000272	HVMI LLC	$	20,387.72
03/21/25	40326	D M CONSTRUCTION CORP	$	20,331.39
04/04/25	ACH000287	UNIVAR SOLUTIONS USA INC	$	19,860.29
03/07/25	ACH000177	RESPEC Company LLC	$	19,466.55
04/18/25	ACH000314	FORTILINE INC.	$	19,095.00
04/18/25	ACH000313	FLUID CONTROL SPECIALTIES INC	$	17,098.00
04/04/25	ACH000264	EARTH BALANCE	$	16,850.00
04/18/25	ACH000319	HVMI LLC	$	16,412.64
03/21/25	ACH000204	BLACK & VEATCH	$	16,069.04
04/04/25	ACH000256	CAROLLO ENGINEERS INC	$	15,597.16
04/18/25	ACH000311	FEL-FT.MYERS WATERWORKS #127	$	14,560.71
03/07/25	ACH000178	JOHNSON ENGINEERING INC	$	14,552.50
04/04/25	ACH000266	FLUID CONTROL SPECIALTIES INC	$	13,743.00
04/18/25	ACH000332	Tanner Industries, Inc	$	12,796.42
03/07/25	ACH000180	USA Bluebook	$	12,541.22
03/07/25	ACH000170	RING POWER CORPORATION	$	12,494.95
04/04/25	ACH000279	RESPEC Company LLC	$	11,885.40
03/21/25	40325	Access Control Systems, LLC	$	11,048.53

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/21/25	ACH000230	JOHNSON ENGINEERING INC	$	10,486.25
04/18/25	ACH000335	UNITED STATES GEOLOGICAL SURVEY	$	10,170.00
03/07/25	ACH000182	SYLOGISTMISSION, INC.	$	9,960.50
04/18/25	ACH000290	AIR CENTERS-FLORIDA	$	9,925.59
03/07/25	ACH000174	Aqueous Infrastructure Management CO	$	9,700.00
03/21/25	ACH000239	Sumner Land Management LLC	$	9,680.10
03/07/25	ACH000172	GRAINGER	$	9,278.21
04/04/25	ACH000273	JOHNSON ENGINEERING INC	$	9,220.00
03/07/25	ACH000146	Locher Environmental LLC	$	8,334.00
03/07/25	ACH000165	Brown and Caldwell	$	7,988.30
04/04/25	ACH000276	Natural Resources LLC	$	7,391.78
03/21/25	ACH000214	CORONADO LAWN SERVICE OF FL	$	6,896.00
03/21/25	ACH000218	Entech	$	6,845.20
04/18/25	ACH000308	Entech	$	6,845.20
03/21/25	ACH000227	GRAY MATTER SYSTEMS INC	$	6,581.50
03/07/25	ACH000184	Tanner Industries, Inc	$	6,474.56
04/04/25	ACH000285	Tanner Industries, Inc	$	6,386.68
04/18/25	ACH000328	RING POWER CORPORATION	$	6,321.86
03/21/25	ACH000222	Flotech INC	$	6,240.02
04/18/25	ACH000337	USA Bluebook	$	6,021.46
04/04/25	ACH000253	BLACK & VEATCH	$	5,871.50
04/18/25	ACH000304	CHARLOTTE COUNTY BCC - LANDFILL	$	5,854.20
03/21/25	ACH000238	RS Americas Inc	$	5,586.24
03/21/25	ACH000209	CHARLOTTE COUNTY BCC - LANDFILL	$	5,400.17
03/21/25	ACH000236	RESPEC Company LLC	$	5,308.10
04/04/25	ACH000289	VOYAGER FLEET SYSTEMS INC	$	5,264.08
03/21/25	ACH000244	VOYAGER FLEET SYSTEMS INC	$	4,953.12
03/07/25	ACH000194	CHARLOTTE COUNTY BCC - LANDFILL	$	4,875.82
04/18/25	ACH000317	GRAINGER	$	4,852.87
04/04/25	ACH000252	BENCHMARK ENVIROANALYTICAL INC	$	4,839.00
03/21/25	ACH000237	REXEL USA Inc	$	4,666.73
04/04/25	ACH000270	Harrington Industrial Plastics, LLC	$	4,630.43
04/18/25	ACH000322	Kevin Jackson	$	4,606.17
04/18/25	ACH000325	OneDigital Investment Advisors LLC	$	4,500.00
03/07/25	ACH000157	Entech	$	4,487.00
04/04/25	ACH000254	Brown and Caldwell	$	4,435.00
03/07/25	ACH000191	EARTH BALANCE	$	4,365.80
03/07/25	ACH000185	Hach Company	$	4,358.69
03/07/25	ACH000179	Natural Resources LLC	$	4,316.60
04/18/25	ACH000298	BENCHMARK ENVIROANALYTICAL INC	$	4,254.00
03/07/25	ACH000156	Vanguard Cleaning Systems of SW Florida	$	4,020.00
03/21/25	ACH000235	PURVIS GRAY & COMPANY	$	4,000.00
03/07/25	ACH000161	Vertiv Services Inc.	$	3,978.95
04/04/25	ACH000283	SYLOGISTMISSION, INC.	$	3,920.20
03/07/25	ACH000188	MADER ELECTRIC INC	$	3,850.00
04/04/25	ACH000251	ATKINS NORTH AMERICA, INC.	$	3,829.67
03/21/25	ACH000223	FLUID CONTROL SPECIALTIES INC	$	3,668.00
04/18/25	ACH000291	Air Mechanical & Service Corp	$	3,660.00
03/21/25	ACH000213	Clearsite Industrial LLC	$	3,572.17

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	ACH000183	CINTAS FIRE 636525	$	3,490.45
04/04/25	ACH000259	Charlotte County Ford, Inc.	$	3,476.45
04/18/25	ACH000330	STANTEC CONSULTING SERVICES	$	3,394.84
03/21/25	ACH000202	BEAMEX INC	$	3,333.00
04/18/25	ACH000338	Vanguard Cleaning Systems of SW Florida	$	3,150.00
03/07/25	ACH000186	Fisher Scientific	$	3,066.86
03/21/25	ACH000203	BENCHMARK ENVIROANALYTICAL INC	$	3,052.00
03/07/25	ACH000169	ADVANTAGE COMMUNICATIONS INC	$	3,000.00
03/07/25	ACH000171	FLUID CONTROL SPECIALTIES INC	$	2,952.96
04/18/25	ACH000300	CED - Port Charlotte	$	2,907.04
03/21/25	ACH000215	Cummins Power South	$	2,595.15
04/18/25	ACH000312	Fisher Scientific	$	2,460.29
03/21/25	ACH000243	Vanguard Cleaning Systems of SW Florida	$	2,400.00
03/21/25	ACH000221	Fisher Scientific	$	2,383.51
04/18/25	ACH000327	RESPEC Company LLC	$	2,310.00
03/21/25	ACH000242	USA Bluebook	$	2,237.52
03/07/25	ACH000154	Rite Technology	$	2,081.19
04/04/25	ACH000280	Rite Technology	$	2,081.19
03/21/25	ACH000217	EARTH BALANCE	$	2,010.00
03/07/25	ACH000167	AMAZON Business	$	1,915.60
04/18/25	ACH000294	AMAZON Business	$	1,743.85
04/04/25	ACH000268	GRAINGER	$	1,664.63
04/18/25	ACH000302	CenturyLink	$	1,652.60
03/07/25	ACH000153	CenturyLink	$	1,652.07
03/21/25	ACH000207	CenturyLink	$	1,652.07
04/18/25	ACH000329	SENSIDYNE LP	$	1,608.00
03/07/25	ACH000155	SANDERS LABORATORIES	$	1,595.00
03/07/25	ACH000168	KIMLEY-HORN AND ASSOCIATES INC	$	1,519.25
04/04/25	40335	Florida Assoc for Water Quality Control	$	1,500.00
04/04/25	ACH000250	Apple Video & Photography Studio	$	1,495.00
04/18/25	ACH000296	Apple Video & Photography Studio	$	1,495.00
04/04/25	ACH000275	KIMLEY-HORN AND ASSOCIATES INC	$	1,490.93
04/18/25	ACH000339	WOMACK SANITATION INC	$	1,442.00
03/21/25	ACH000201	Bates Flags & Flagpoles	$	1,315.00
04/18/25	ACH000295	Apex Office Products Inc	$	1,297.98
04/04/25	ACH000269	Hach Company	$	1,285.10
04/18/25	40347	PNC Bank	$	1,282.19
04/18/25	40345	DEPARTMENT OF ENVIRONMENTAL PROTECT	$	1,200.00
03/07/25	40308	La France Linen & Dry Cleaning	$	1,188.40
03/07/25	ACH000189	TRANSCAT INC	$	1,158.94
04/04/25	ACH000284	Tampa Bay Trane	$	1,141.20
03/21/25	40321	INGMAN MARINE	$	1,116.95
04/04/25	40337	FW&PCOA	$	1,110.00
03/07/25	ACH000163	ULINE	$	1,061.03
03/07/25	ACH000190	PRO-CHEM INC	$	967.04
03/21/25	ACH000245	WOMACK SANITATION INC	$	908.50
03/07/25	ACH000193	Air Mechanical & Service Corp	$	874.12
04/04/25	40339	SMITH RANCH & GARDEN INC	$	857.50
03/21/25	40323	Ganett Florida LocaliQ	$	845.50

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	ACH000181	THE BANK OF NEW YORK MELLON	$	825.00
04/04/25	ACH000265	FEL-FT.MYERS WATERWORKS #127	$	789.96
04/18/25	40343	Ganett Florida LocaliQ	$	785.00
03/07/25	ACH000164	BENCHMARK ENVIROANALYTICAL INC	$	775.50
03/21/25	ACH000231	Matt's Lawn Service	$	775.00
04/18/25	ACH000324	Matt's Lawn Service	$	775.00
04/04/25	ACH000274	Kevin Jackson	$	746.36
03/07/25	40317	SALOMONE LAW GROUP	$	718.50
04/04/25	ACH000248	AMAZON Business	$	708.11
03/07/25	ACH000160	CINTAS	$	703.74
04/04/25	ACH000288	USA Bluebook	$	687.25
03/21/25	ACH000200	AMAZON Business	$	631.07
04/04/25	ACH000278	PRO-CHEM INC	$	583.94
04/18/25	ACH000297	Ardurra Group	$	582.20
03/21/25	ACH000234	PRO-CHEM INC	$	550.90
04/18/25	40349	SOLINST CANADA LTD	$	523.60
03/07/25	ACH000150	Johnson Controls Security Solutions LLC	$	513.05
03/21/25	ACH000212	CINTAS	$	509.79
03/07/25	ACH000173	CED - Port Charlotte	$	507.72
04/04/25	ACH000257	CENTURYLINK	$	483.30
04/04/25	ACH000249	Apex Office Products Inc	$	464.35
03/07/25	ACH000187	CENTURYLINK	$	456.30
03/07/25	ACH000162	Apex Office Products Inc	$	455.38
04/18/25	ACH000306	CINTAS FIRE 636525	$	450.00
04/04/25	ACH000263	DMS-FINANCIAL MGMT SERVICES	$	447.99
03/07/25	ACH000152	DMS-FINANCIAL MGMT SERVICES	$	447.64
04/04/25	ACH000261	CINTAS FIRE 636525	$	441.00
03/07/25	ACH000159	TOI TOI USA	$	433.48
04/04/25	ACH000286	TOI TOI USA	$	433.48
04/18/25	ACH000333	TOI TOI USA	$	433.48
04/18/25	ACH000305	CINTAS	$	419.24
04/18/25	ACH000323	Kristine Ramon	$	413.90
03/07/25	40316	MAVIS DISCOUNT TIRE	$	406.94
04/18/25	ACH000292	AIRGAS USA LLC	$	380.85
04/18/25	ACH000318	Hach Company	$	377.89
03/21/25	ACH000198	AIRGAS USA LLC	$	344.79
04/18/25	40346	HOME DEPOT CREDIT SERVICE	$	343.99
03/07/25	ACH000175	TRULY NOLEN BRANCH 079	$	331.00
04/18/25	ACH000334	TRULY NOLEN BRANCH 079	$	331.00
04/04/25	40338	Manatee County Utilities Department	$	326.54
03/07/25	40315	Manatee County Utilities Department	$	323.81
04/04/25	ACH000260	CINTAS	$	321.00
03/21/25	ACH000240	SUNSHINE ACE HARDWARE	$	317.81
04/18/25	ACH000331	SUNSHINE ACE HARDWARE	$	304.33
04/04/25	ACH000271	Hostetler Irrigation Inc	$	283.95
03/21/25	ACH000211	CHENANGO SUPPLY CO., INC.	$	282.44
04/04/25	ACH000267	FRONTIER	$	271.95
03/21/25	ACH000228	Hach Company	$	270.10
03/07/25	ACH000151	SUNSHINE ACE HARDWARE	$	263.05

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	ACH000158	FRONTIER COMMUNICATIONS-305	$	255.98
03/21/25	ACH000225	FRONTIER COMMUNICATIONS-305	$	255.98
04/18/25	ACH000315	FRONTIER COMMUNICATIONS-305	$	255.98
03/21/25	ACH000224	FRONTIER	$	254.14
03/21/25	ACH000233	NAVITAS CREDIT CORP	$	211.58
03/21/25	ACH000232	MCMASTER-CARR SUPPLY CO	$	205.60
03/21/25	40324	VERIZON WIRELESS	$	200.19
04/18/25	ACH000303	CENTURYLINK	$	197.51
03/21/25	ACH000208	CENTURYLINK	$	197.29
03/21/25	ACH000206	CELLHIRE USA,LLC	$	191.01
04/18/25	ACH000301	CELLHIRE USA,LLC	$	191.01
03/07/25	40314	Waste Pro Bradenton/Sarasota	$	190.00
04/04/25	40336	Waste Pro Bradenton/Sarasota	$	190.00
04/04/25	ACH000277	PITNEY BOWES	$	188.97
03/21/25	40330	SAM'S CLUB/SYNCHRONY BANK	$	188.96
03/21/25	40328	SALOMONE LAW GROUP	$	184.62
04/04/25	40333	SALOMONE LAW GROUP	$	184.62
04/18/25	40350	SALOMONE LAW GROUP	$	184.62
03/07/25	40311	VERIZON WIRELESS	$	180.35
03/21/25	ACH000197	Air Mechanical & Service Corp	$	176.00
03/21/25	40319	FLORIDA POWER & LIGHT COMPANY	$	156.52
03/07/25	ACH000192	Jimmy Dixon	$	127.14
04/18/25	40348	SPECIALTY PARTS	$	102.78
03/21/25	40322	Braden River Utilities LLC	$	97.48
04/18/25	40344	Braden River Utilities LLC	$	88.11
03/21/25	40320	NaturZone Pest Control	$	87.79
04/04/25	40340	NaturZone Pest Control	$	87.79
03/07/25	ACH000196	DESOTO COUNTY BOCC	$	80.57
04/04/25	ACH000246	ADVANTAGE CARE INC.	$	80.00
03/21/25	ACH000226	GRAINGER	$	64.60
04/18/25	ACH000326	OnSolve, LLC	$	60.00
04/18/25	ACH000310	FEDERAL EXPRESS	$	52.90
04/18/25	ACH000320	J.G. British Imports, Inc	$	35.00
03/21/25	ACH000220	FEL-FT.MYERS WATERWORKS #127	$	31.70
03/21/25	40327	Water Boy, Inc	$	21.75
03/07/25	40312	Water Boy, Inc	$	16.50
04/18/25	40342	Water Boy, Inc	$	16.50
04/04/25	ACH000282	SUNSHINE ACE HARDWARE	$	15.97
		Total	**$**	**3,064,273.04**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	EFT000027	Wharton-Smith, Inc.	$	173,563.56
03/07/25	EFT000028	American SpiralWeld Pipe Company LLC	$	117,111.12
03/07/25	EFT000029	GARNEY COMPANIES	$	1,816,740.83
03/07/25	EFT000030	Brown and Caldwell	$	40,695.80
03/07/25	EFT000031	AECOM TECHNICAL SERVICES INC	$	52,863.75
03/07/25	EFT000032	Manson Bolves Donaldson Tanner PA CIP	$	13,636.50
03/07/25	EFT000033	CAROLLO ENGINEERS INC	$	1,230.00
03/07/25	EFT000034	BLACK & VEATCH	$	9,355.75
03/21/25	2835	Woodruff & Sons, Inc.	$	2,122,150.19
03/21/25	EFT000035	American SpiralWeld Pipe Company LLC	$	538,884.69
03/21/25	EFT000036	HDR ENGINEERING INC	$	352,817.10
03/21/25	EFT000037	RESPEC Company LLC	$	8,777.07
03/21/25	EFT000038	Wharton-Smith, Inc.	$	199,393.32
04/04/25	2836	Woodruff & Sons, Inc.	$	503,483.57
04/04/25	2837	Woodruff & Sons, Inc.	$	1,784,664.98
04/04/25	EFT000039	American SpiralWeld Pipe Company LLC	$	418,118.16
04/04/25	EFT000040	Brown and Caldwell	$	49,022.50
04/04/25	EFT000041	CAROLLO ENGINEERS INC	$	1,994.88
04/04/25	EFT000042	GARNEY COMPANIES	$	1,116,125.10
04/04/25	EFT000043	HDR ENGINEERING INC	$	328,373.87
04/18/25	EFT000044	AECOM TECHNICAL SERVICES INC	$	34,205.25
04/18/25	EFT000045	American SpiralWeld Pipe Company LLC	$	412,980.85
04/18/25	EFT000046	Archer Western Construction LLC	$	214,731.25
04/18/25	EFT000047	Wharton-Smith, Inc.	$	399,945.84
		Total	**$**	**10,710,865.93**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2025

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/07/25	EFT000031	AECOM TECHNICAL SERVICES INC	$	52,863.75
04/18/25	EFT000044	AECOM TECHNICAL SERVICES INC	$	34,205.25
03/07/25	EFT000028	American SpiralWeld Pipe Company LLC	$	117,111.12
03/21/25	EFT000035	American SpiralWeld Pipe Company LLC	$	538,884.69
04/04/25	EFT000039	American SpiralWeld Pipe Company LLC	$	418,118.16
04/18/25	EFT000045	American SpiralWeld Pipe Company LLC	$	412,980.85
04/18/25	EFT000046	Archer Western Construction LLC	$	214,731.25
03/07/25	EFT000034	BLACK & VEATCH	$	9,355.75
03/07/25	EFT000030	Brown and Caldwell	$	40,695.80
04/04/25	EFT000040	Brown and Caldwell	$	49,022.50
03/07/25	EFT000033	CAROLLO ENGINEERS INC	$	1,230.00
04/04/25	EFT000041	CAROLLO ENGINEERS INC	$	1,994.88
03/07/25	EFT000029	GARNEY COMPANIES	$	1,816,740.83
04/04/25	EFT000042	GARNEY COMPANIES	$	1,116,125.10
03/21/25	EFT000036	HDR ENGINEERING INC	$	352,817.10
04/04/25	EFT000043	HDR ENGINEERING INC	$	328,373.87
03/07/25	EFT000032	Manson Bolves Donaldson Tanner PA CIP	$	13,636.50
03/21/25	EFT000037	RESPEC Company LLC	$	8,777.07
03/07/25	EFT000027	Wharton-Smith, Inc.	$	173,563.56
03/21/25	EFT000038	Wharton-Smith, Inc.	$	199,393.32
04/18/25	EFT000047	Wharton-Smith, Inc.	$	399,945.84
03/21/25	2835	Woodruff & Sons, Inc.	$	2,122,150.19
04/04/25	2836	Woodruff & Sons, Inc.	$	503,483.57
04/04/25	2837	Woodruff & Sons, Inc.	$	1,784,664.98
			Total	**$ 10,710,865.93**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2025

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/21/25	2835	Woodruff & Sons, Inc.	$	2,122,150.19
03/07/25	EFT000029	GARNEY COMPANIES	$	1,816,740.83
04/04/25	2837	Woodruff & Sons, Inc.	$	1,784,664.98
04/04/25	EFT000042	GARNEY COMPANIES	$	1,116,125.10
03/21/25	EFT000035	American SpiralWeld Pipe Company LLC	$	538,884.69
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03/07/25	EFT000033	CAROLLO ENGINEERS INC	$	1,230.00
			Total	**$ 10,710,865.93**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 3

Peace River Regional Reservoir No. 3 (PR3) – Project Update

ROUTINE STATUS REPORTS
ITEM 3

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR3) Project Update

Date: June 4, 2025

Prepared by: Christi M. Hay, PM I – Dept. of Engineering

Project Description

The key to the use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs and an aquifer storage and recovery system to support the use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR3) Project will include a third off-stream raw water reservoir (9 BG capacity) at the Peace River site in DeSoto County, expanded river intake and reservoir pumping capacities, as well as connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project and the water treatment plant expansion, now called the "Surface Water Supply Expansion Project". The Southwest Florida Water Management District is funding the Final Design and Construction portion of the PR3 Project in the amount of $115,700,000 and additional funding $34.8M has been secured from the Florida Department of Environmental Protection Alternative Water Supply grants and State legislative appropriations ($24.8M and $10.0M respectively).

Current status

Work Order No. 3 'Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting with HDR Engineering, Inc. includes environmental and geotechnical site characterization; 60%, 90%, 100% and Ready to Advertise Design Documents; Environmental Permitting efforts to secure the ERP and development of mitigation design documents to support the ERP. Board Approval of Work Order No. 3 – Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting in the amount of $8,408,449 was approved at the October 4, 2023, Board Meeting.

The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance

Facilities was approved at the December 6, 2023, Board Meeting and included a Scope of Services for Phase 1A Services in the amount of $1,251,900. The CMAR Phase 1 B Scope of Services and Fee in the amount of $680,966 was approved at the June 5, 2024 Board Meeting.

Project History Briefing

The following information summarizes the historical milestones and key events to date for the Peace River Regional Reservoir No. 3 (PR3) Project, including Work Order No. 2 - Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review; Work Order No. 3 – Final Design and Permitting and the Phase 1A Services Package for CMAR services for the PR3 Pumping and Conveyance Facilities – preconstruction phase.

February 2022 Board approved the Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Work Order No. 2 on February 3, 2022.

March 2022 The Site Characterization Task commenced with the Geotechnical Kick-Off meeting on March 1st. The Wetland Delineations began on March 17th and continued on March 18th and again on March 28th – 30th. The first Monthly Progress Meeting was held on March 17th. Geotechnical field investigations began on March 14th, with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.

April 2022 The Monthly Progress Meeting was held on April 14th. Wetland delineations continued April 11th – 14th; and April 20th – 22nd. Geotechnical field investigations continued throughout the month of April.

May 2022 The Monthly Progress Meeting was held on May 10th. The Consultant held a System Conveyance Workshop on May 2nd with Operations, Engineering, and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12th. Geotechnical field investigations continued through the month of May.

June 2022 The Monthly Progress Meeting was held on June 9th, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.

July 2022 The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15th, 2022. On July 25th, a Communications Workshop was held to review the Authority's goals and messaging objectives for the PR3 Project. Authority staff met with FWC staff in Tallahassee on July 27th to discuss the benefits of restoration efforts on Orange Hammock.

August 2022 A 15% Design – Review Workshop was held on August 16th with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The Monthly Progress Meeting was held on August 18th via MS Teams in conjunction with a meeting on the conceptual, preliminary mitigation strategy. The consultant attended a discussion on the preparation of presentation items for the upcoming Professional Staff Meeting. The Consultant provided a 15% Cost Estimate for the PR3 Project on August 31st and also provided an MS Teams presentation on the basis of the estimates on August 31st.

September 2022 The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7th in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12th. The Consultant performed additional geotechnical work, including piezometer water quality testing on the PR3 site on September 15th.

October 2022 The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Board Meeting on October 5, 2022. The Consultant held a meeting on October 11th to discuss conceptual ERP Permitting strategy and milestones. A 15% Design Review Workshop was held at the PRF on October 18th to review comments received on the 15% Design Plans and Cost Estimate and was in conjunction with the Monthly Progress Meeting. On October 25th, the Consultant held meetings on easement acquisition and mitigation efforts.

November 2022 The Consultant held a 30% Design and Conveyance Pipeline Workshop at the PRF on November 1st. A PR3 Cost Savings Alternative Discussion was held on November 9th. The Monthly Progress Meeting was held on November 10th. A Preliminary Design Cost Reduction Measure Memorandum was received on November 16th.

December 2022 On December 1st, the Consultant Team held a preparation meeting for FDEP pre-application meeting held on December 6th. A Permitting Coordination Meeting was held with Authority staff and GC on December 9th. On December 12th, Authority staff met to discuss delivery methods for both the PR3 Project and the WTP Expansion Project. On December 14th – PR3 Project Manager and Authority Project Manager met to discuss obtaining a sub-consultant to assist with permitting agency coordination. There was no monthly progress meeting held in December.

January 2023 The monthly progress meeting was held on January 12th. On January 20th, The Consultant met with Green Source to develop a scope and fee for assistance with environmental permitting coordination.

February 2023 The monthly progress meeting was held on February 15th. A meeting was

held on February 13th to discuss the wetland mitigation approach and recent field investigations. Ongoing species surveys and geotechnical investigations occurred throughout the month.

March 2023 The monthly progress meeting and 30% design review workshop were held on March 20th. The 30% design deliverables were delivered on March 10th. A follow-up meeting on wetland mitigation and permitting updates was held on March 14th.

April 2023 The 30% Design Progress Update was presented to the Board at the April 5th meeting. The monthly progress meeting was held in conjunction with the SWFWMD Third-Party Review Kick-Off meeting held on April 14th. A Preapplication Meeting with the Army Corp of Engineers (ACOE) was held on April 13th to discuss Section 404 and the ERP Permitting approach.

May 2023 A meeting with FDEP was held on May 2nd to discuss the environmental permitting approach for the CDV site. The Third-Party Review Draft Comments meeting was held with the SWFWMD and TPR Consultant on May 15th. The monthly progress meeting was held in conjunction with the 30% Design Review Workshops. The Reservoir Design Workshop was held on May 23rd, and the Pipeline Design Workshop was held on May 24th.

June 2023 A meeting was held on June 2nd to review the FDEP 404 Preapplication strategy. The monthly progress meeting was held on Thursday, June 8th. A 30% Design Review discussion was held with the SWFWMD on June 19th. A follow-up to the June 2nd FDEP permitting meeting was held on June 21st. A meeting was held with the Consultant on June 22nd to review the Demand Projections Technical Memorandum. A meeting was held on June 30th to coordinate the Design/Permitting team for the July 12th FDEP 404 Preapplication Meeting.

July 2023 A meeting was held on July 6th to coordinate the Team for the July 12th FDEP 404 Preapplication Meeting. A meeting with FDEP was held on July 12th. The PR3 CMAR Mandatory Pre-SOQ Meeting was held on Friday, July 14th. The Monthly Progress Meeting was held on July 18th. An ERP pre-application meeting was held with the SWFWMD on July 31st.

August 2023 ERP coordination meetings were held on August 3rd, 16th, and 30th for the ERP Application Submittal on September 15th. The PR3 CMAR SOQs were submitted on August 17th, and 4 Firms submitted them: Archer Western, Garney, Kiewit, and PCL. The PSEC meeting to review, rank, and shortlist the firms was held on August 29th – all four firms were recommended to proceed to the Presentation.

September 2023 ERP coordination meetings were held on September 7th and September 14th. The PR3 CMAR SOQ PSEC presentations were given on September 12th, with the following rankings: Archer Western, PCL, Garney, and Kiewit. The staff recommendation to approve Archer Western as the selected CMAR Firm for the PR3 Project will go to the October 4th Board Meeting. The ERP Package was submitted to the SWFWMD on September 15th – completing the final deliverable for the Preliminary Design efforts. The Monthly Progress meeting was held on September 14th. Work Order No. 2 – Preliminary Design and Permitting Services was completed.

October 2023 On October 4, 2023, the Board approved Work Order No. 3 – Final Design and Permitting for the Project. On October 11th, the Authority and Archer Western met for a scoping meeting to discuss items that the CMAR would need to include in their 1st Early Contractor Engagement Scope of Services. On October 30th, Authority staff, consultants, and representatives from SWFWMD met to review the ERP package submitted on September 15th to the District.

November 2023 On November 13, 2023, a Final Design and Permitting Project Kick-off meeting was held with the Consultant at the PRF. On November 14th, the second scoping meeting with Archer Western was held to finalize the CMAR Scope of Services and Fee for Package 1A of the CMAR Contract for the PR3 Pumping and Conveyance Facilities Project. An ERP coordination discussion with SWFWMD, HDR, and the Authority was held on November 27th. A PR3 CMAR Workshop with Archer Western, HDR, and Authority Staff was held on November 28th.

December 2023 The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6th, 2023, Board Meeting and included a Scope of Services for Phase 1A Services in the amount of $1,251,900. The Monthly Progress Meeting was held on December 15th. A PR3 CMAR Team Leader Meeting was held on December 12th. The PR3 Pump Station Design Workshop was held on December 15th. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR and the Authority on December 15th.

January 2024 The PR3 CMAR Team Leader Meeting was held on January 2nd. A PR3 Filling, Permitting, and Mitigation Discussion was held with the CMAR, HDR, and Authority staff on January 5th. A PR3 CMAR Team Leader Meeting was held on January 9th. A PR3 VE/Constructability Workshop was held on January 10th. A Civil/Reservoir Design Workshop Was held on January 11th. A PR3 Permitting Meeting with HDR and Black and Veatch (FDEPs Consultant for the Dam Safety Review of the ERP) was held on January 12th. A PR3 CMAR Team Leader meeting was held on

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

February 2024 A meeting was held on February 5th with the CMAR to discuss the three cost models being developed for the PR3 Project. The Weekly CMAR Team Leadership meetings were held on February 6th and 13th. The Monthly Progress Meeting was held on February 8th. The PR3 ERP Monthly Meeting with SWFWMD and FDEP was held on February 26th.

March 2024 A PR3 Value Engineering Workshop was held on March 5th. The Weekly CMAR Team Leadership meetings were held on March 12th and March 19th. The Monthly Progress meeting was held on March 14th. An Instrumentation and Control Workshop was held on March 14th. The 30% CMAR Cost Estimates for the PR3, PRF Expansion, and BWRO Projects were received on March 15th. The SWSEP Electrical Master Plan Meeting was held on March 19th.

April 2024 The Monthly Progress Meeting was held on April 11th. The Environmental permitting (ERP) coordination meetings with the SWFWMD included a Dam Safety Comment RAI discussion meeting on April 5th. A meeting with the DeSoto County Engineer to discuss construction options for the crossing of Kings Highway was held on April 16th. A presentation to the Authority Board of Directors on the updated Surface Water Supply Expansion Project, including the updated CMAR Cost estimates, was given on April 3rd.

May 2024 The Monthly Progress meeting was held on May 9th. On May 3rd, a scoping meeting with the CMAR was held to discuss the Preconstruction Phase Services (Package 1B) schedule and fee. Internal staff meetings were held on May 7th and May 13th to discuss mitigation options. The Environmental permitting (ERP) coordination meeting with the SWFWMD originally scheduled for May 27th was rescheduled to June 24th.

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

Oct/Nov 2024 The EOR met with DeSoto County building permitting department for a pre-application meeting. The PR3 Volume 1 draft 404 permit was submitted to the USACOE and a pre-application meeting scheduled. An early procurement package was assembled for pipeline procurement, and another is being worked on for long-lead electrical equipment. The FDEP Environmental Resource Permit response to their Request for Additional Information was submitted. Weekly meeting are being held with the EOR (HDR/Hazen), CMAR (Archer-Western), SWFWMD, and the Authority to streamline the design and implement early works packages.

Dec '24/Jan '25 Weekly progress meetings were held this month. Design progressed for Volumes 2, 3, and 4 towards 90% design and Volume 1 100% design was submitted to the Authority. Peer review scope being drafted by 3rd party consultant for Volume 1. The Authority received comments on the draft 404 permit and submitted the official application to the USACOE. The steel pipeline specifications were completed for use with ODP.

January 2025

Weekly team check-in meetings were held with key members for task coordination. The design team made progress on the embankment, pump station, conveyance piping, and aeration building designs, advancing packages for Volume 2 through Volume 5. The 100% design for Volume 5 is being updated and will be finalized upon receiving feedback from SWFWMD. The team attended SWFWMD ERP Progress Meetings and initiated the design of new switchgear and generators upstream of the River Intake Pump Station, which will be included in Volume 3.

February 2025

The project is 95% complete, with weekly check-in meetings held for task coordination and pre-planning among key team members. The 90% design packages for Volume 2, Volume 3, and Volume 4 were submitted on February 9, 2025. Weekly meetings with the CMAR, Authority, and HDR team focus on urgent design decisions. The Volume 5 100% Design is being updated and will be finalized after receiving comments from SWFWMD regarding wetland mitigation. The team is also progressing with the design of new switchgear and generators upstream of the River Intake Pump Station, which will be included in the Volume 3 set of drawings and specifications. Additionally, coordination efforts continue for early works packages involving electrical equipment and piping materials.

March 2025

Weekly meetings with CMAR, Authority, and HDR have occurred to address urgent design decisions, which are currently under review. The proposed PR3 Pumping and Conveyance Package is being updated for

submission. The team continues to explore opportunities for the early works packages for electrical equipment and piping materials. Progress is being made with SWFWMD and USACOE, as we have received a 404 permit application number (SAJ-2005-01274-BMC).

April 2025

The team has made progress across multiple work packages. Design efforts for Volumes 2, 3, 4, and 5 are nearing completion, while Volume 1 is advancing toward the Issued for Construction (IFC) submittal. The design of new switchgear and generators upstream of the River Intake Pump Station continues, with plans to include these in the Volume 3 set of drawings and specifications. Coordination is ongoing to identify opportunities for early works packages concerning electrical equipment and piping materials, despite these not being explicitly included in the current scope of work. Work Order 4 documents have been prepared, with the work order concluding on April 5. The team has collaborated with the District (SWFWMD) to determine which wetlands should be monitored post-reservoir construction. Additionally, responses have been provided for the public notice (RAI) for the (USACE), the draft public notice has been updated, and the Biological Assessment (BA) has been submitted. Volumes 2, 3, and 4 are scheduled for submission to the Authority on May 16, with Volumes 1 and 5 to follow on June 6.

May 2025

Monthly meetings were held to address key developments across Volumes 1 through 5, also noting that the team progressed the design packages for Volume 2, Volume 3, Volume 4, and Volume 5 toward 100% under the next work order. Staff is incorporating Desoto County's development plan comments on the Master PR3 plan and anticipates resubmitting by month-end. Additionally, collaborative efforts between HDR and Authority staff reviewed 100% design comments for Volume 1 (Reservoir #3), which has been progressed toward the IFC submittal under the next work order. The Early Works package for Volume 3 (Reservoir Pump Station) was submitted and accepted by the District. Discussions with Archer-Western on staging and layout resulted in the agreement where AW would utilize the ranch house as their office/staging facility. Regarding Volume 5 (Wetland Mitigation), the team continues to work toward obtaining approval for the Section 404 permit. The public notice period has concluded, and the U.S. Army Corps of Engineers (USACE) has initiated informal consultation with the U.S. Fish and Wildlife Service (USFWS) concerning the project.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 4

Regional Integrated Loop System Phase 2B Interconnect Project

Project Status Report

Project: Regional Integrated Loop System Phase 2B Interconnect Project

Date: June 4, 2025

Prepared by: Chris Rogers, Project Manager III

The following information summarizes the project description and status. (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 2B Pipeline is approximately 13-miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Charlotte County Regional Transmission Main (CCTM), near the intersection of Harbor Boulevard and Veterans Boulevard in Charlotte County. As currently envisioned, based on the Phase 2B/2C Feasibility and Routing Study, the Phase 2B Pipeline will extend generally west and south, crossing the Myakka River terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station. The Phase 2B Pipeline Project will be delivered (designed, permitted, and constructed) via Progressive Design-Build (PDB). The project includes metering facilities, telemetry, and other appurtenances appropriate to make the Phase 2B Project fully functional for transfer and delivery of finished water and support a future connection with the Regional Integrated Loop Phase 2C Interconnect. As pointed out at the April 2022 Board Meeting, Phase 2B/2C implementation will be subdivided into two separate projects. is anticipated to begin in 2029.

Current Status

On December 6, 2023, the Board approved the Revised Interlocal Agreement with Charlotte County to set the "Charlotte Cap" for contributions to the Phase 2B Pipeline at $55,945,000 based upon the 60% Design cost estimate. The revision also included provisions for the Authority's Design-Builder of the Phase 2B Project to construct a parallel Charlotte County water main at a cost not to exceed $5,045,110.89. In addition, the Board approved the contract amendment with Woodruff & Sons to complete design and construction of the Phase 2B Project for a Guaranteed Maximum Price of $70,668,982.87.

- On January 29, 2024, the Phase 2B Project Preconstruction Meeting was held and subsequently the Notice-to-Proceed was issued to Woodruff & Sons on February 6, 2024. Clearing of the first 8000 feet of Segment 1 – Hillsborough Blvd Right-of-Way began on February 12, 2024, followed with the installation of silt fencing. On February 26, 2024, the first deliveries of 42-Inch Lap Weld Steel Pipe were received from American Spiral Weld Pipe Company and were offloaded and strung out along the project location starting near the Serris Meter Station.

- On March 4, 2024, Woodruff & Sons began dewatering efforts on Segment 1 near the Serris Meter Station in preparation for pipe installation. On March 8, the first stick of pipe was installed and as of March 20, Woodruff has installed approximately 500-lf of 42-inch steel pipe along Hillsborough Blvd. Voluntary easement acquisition and condemnation is ongoing for other portions of the Project.

Regional Integrated Loop System Phase 2B Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee. Scope includes 60% design, property and permitting and GMP for Phase 2 Services. Scope/fee and Phase 1 Services are due September 20, 2022, for consideration at the October 5th, Board Meeting.

- Early Procurement Package – approved at the April 5, 2023, Board meeting for owner direct purchase of long lead items steel piping, fittings, and HDPE piping in the amount not-to-exceed $20 million.

- Phase 2 – final scope and fee/GMP. Final scope and Phase 2 GMP includes final design, construction, permitting, property acquisition, testing, and final completion. Phase 2 GMP will be added to the Contract by Addendum and is brought to the Board for consideration in December 2023.

- Phase 2B Pipeline Project substantial completion is scheduled for March 1, 2026.

Regional Integrated Loop System Phase 2B Phase 2 Construction Overview

- Woodruff subdivided Phase 2 Construction of the Project into three Segments, based upon permitting, easements and Southwest Florida Water Management District Third Party Review approval (30% design) to facilitate the Project schedule. Woodruff plans to begin construction in Segment 1 followed by Segment 2 and Segment 3.

    - Segment 1 (6.8-miles) – from the terminus of the Phase 2A Pipeline at the Serris Meter Station extending west along the south ROW of Hillsborough Blvd to the intersection of Hillsborough Blvd and S Cranberry Blvd.

    - Segment 2 (3.4-miles) – S Cranberry Blvd extending southward and under US 41 then extending west along the southern ROW of Chancellor Blvd to Cambell Street.

    - Segment 3 (2.8 miles) – From the extent of Chancellor Blvd west onto District property turning southward then under the Myakka River back on to District Property southward toward the South Gulf Cove Booster Station.

History of Project Development

Phase 2B Feasibility and Routing Study

On December 2, 2020, the Board approved the Contract for Professional Services with Kimley Horn Associates, Inc. (KM) for the 'Regional Integrated Loop System Phase 2B and Phase 2C Feasibility and Routing Study', in the amount of $399,960. Kimley Horn was issued the Notice-to-Proceed on January 6, 2021.

- At the April 6, 2022, Board Meeting, KH presented the recommended route for the Phase 2B Interconnect Pipeline. The Authority stated that going forward the PH2B/2C project would proceed as two separate Projects, the PH2B Interconnect Pipeline and the PH2C Interconnect Pipeline. The PH2B Pipeline will use a Progressive Design Build Delivery approach for design and construction of the project. Final construction completion for the Phase 2B Pipeline Project is anticipated to be March 1, 2026. The PH2C Pipeline Project has been deferred until 2029 based upon projected water demands from Regional Customers/Members per the Authority's Capital Improvements Project (CIP) and Capital Needs Assessments (CNA) planning. The Board approved a Motion for the Recommended PH2B Route, and a Motion for the Interlocal Agreement between Charlotte County and the Authority for the PH2B Project.

Progressive Design-Build Solicitation for Qualifications

On May 24, 2022 - The Authority advertised for Statements of Qualifications (SOQs) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines. Four firms were shortlisted on June 30,2022 by the PSEC for the Regional Pipeline Projects. On July 14, 2022, the second PSEC meeting was held for presentations and interviews. Woodruff & Sons, Inc. was recommended for the Phase 2B Regional Integrated Loop System Interconnect Project.

- August 3, 2022 – The Board Approved the PSEC's recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.

- On October 5, 2022, the Board approved the Contract with Woodruff and Sons Inc. (Woodruff)for the Phase 2B Pipeline, and Phase 1 Design Services for 60% Design and development of the Guaranteed Maximum Price, in the amount of $5,067,144.81. Woodruff and Sons, Inc. submitted all insurance requirements for the Phase 2B Contract. The Contract was executed by the Authority and the Notice-to-Proceed for Phase 1 was issued to Woodruff and Sons, Inc., November 10, 2022.

Progressive Design-Build – Phase 1 - 60% Design and GMP Efforts

- In November/December 2022 Woodruff submitted Technical Memorandum No. 1 – Pipe Material and Size and Technical Memorandum No. 2 – Alignment and Easement including 10% Design Plans. Field services for the first 7-miles of the alignment from the termination of the Phase 2A Pipeline west along Hillsborough Blvd. to US-41. Field work including survey,

geotechnical and subsurface utility engineering are underway. Also in December, the Authority and Kimley Horn met (virtual) with Charlotte County Utilities staff & Jones Edmunds to discuss the Charlotte County Hydraulic Model for the Phase 2B Pipeline being developed. And on December 21, 2022 – Tech. Memo 2 PH 2B Pipeline - Alignment & Easement Requirements and updated 10% Design Drawings.

- January 2023 – The Authority, and Woodruff and Sons met with Charlotte County and the City of North Port to discuss the PH 2B pipeline along Hillsborough Blvd and Chancellor Blvd. Woodruff and submitted their Order of Magnitude for Owner Direct Purchase of pipe, gaskets, fittings, and line valves for the first 7-miles of the Project. Additionally, a meeting was held with Charlotte County Utilities & Jones Edmunds to discuss Hydraulic Modeling. Based on the meeting flow projections to the Charlotte County Gulf Cove Pumping Station (south end of PH 2B) were determined to be within acceptable limits and a 42-diameter Phase 2B pipeline could convey flows to Gulf Cove including up-to 7-interconnects to the Charlotte County water distribution system along the alignment of the Phase 2B primarily along Hillsborough Blvd.

- February 2023 - Woodruff submitted 30% Design Drawings for the first 7-miles of the alignment. Woodruff anticipates completing the draft Basis of Design Report (30%) design in early April 2023. Woodruff submitted Technical Memorandums (TM), TM3 Hydraulic Modeling, TM4 Water and significant Roadway Crossings, TM5 Pipeline and Corrosion Control and TM6 Gulf Cove Booster Pump Station. Additionally, a 30% Design and ROM Meeting was held with Woodruff staff to discuss the 30% design drawings and ROM development in preparation for a scheduled Owner Direct Purchase (ODP) meeting with Charlotte County.

- March 2023 – The Authority met with Charlotte County regarding the Owner Direct Purchase, the Not-to-Exceed amount for the ODP, and discussions on the 30% ROM Projections, project status (30% design), project schedule and development of the design drawings. It was noted that the ODP of pipeline material will save about $1.25 million in taxes, based upon vendor estimates of 56,000 lf. of 42-inch steel pipe, isolation valves, and adjacent pipe, adjacent valves, and appurtenances. Woodruff explained that based on the current schedule, construction is anticipated to start in October-November 2023, therefore the ODP pipe material must be ordered in late April due to a 6-month+/- lead time. Additionally, Pre-Application meetings were held with both the Army Corps of Engineering on March 3, 2023, and with the Florida Department of Environmental Protection on March 8, 2023. On March 28, 2023, The Project group met with the Sarasota County Parks and Land Management Departments to discuss the pipeline crossing the Myakka Islands Point Preserve.

- April 2023 – The Authority Board approved Owner Direct Purchase for Phase 2B project long lead items with a total estimated cost of materials, including steel pipe (raw materials and finished products), yard piping, line valves, flow meter and pipeline materials suitable for subaqueous installation under the Myakka River, for an amount not-to-exceed $20 Million. Woodruff and Sons will solicit bids for these items while meeting the Authority's owner direct purchase policy requirements. Woodruff and Sons, Inc. submitted the 30% Basis of Design Report and 30% Design Drawings updates to the Authority for review.

- May 2023 – An Operations meeting was held with W&S and the Authority to discuss the 30% design of the PH2B pipeline. Items discussed included connection of the 2B to the existing 2A pipeline, 2B meter assembly, horizontal directional drill (HDD) crossing of the Myakka River, termination of the 2B pipeline at the Charlotte County Gulf Cove Booster Pump Station and cathodic protection of the 2B pipeline (steel). A meeting was held with the City of North Port, Authority and W&S to discuss a potential emergency interconnect with the 2B at the City Hillsborough Booster Pump Station located in Charlotte County (south side of Hillsborough Blvd.). The City currently has an emergency interconnect off an existing Charlotte County 12" WM at this location. The City suggested that an additional 2B interconnect at this location may reduce Charlotte County distribution line pressure fluctuations when the existing emergency interconnect is used. The Authority will follow up with Charlotte County Utilities. A meeting was held with Charlotte County Utilities to discuss the Phase 2B alignment along Hillsborough Blvd. and Charlotte County's plans to construct a future 8-inch diameter CCU water pipeline along Hillsborough Blvd.

- June 2023 – Woodruff & Sons submitted a Rough Order of Magnitude (ROM) 30% design cost comparison for the Phase 2B north-south (segment 3) from Chancellor Blvd. to the Charlotte County Gulf Cove Booster Pump Station approximately 3-miles in length. The alternative A alignment includes Phase 2B installation on District and Sarasota County property and was estimated to be $ 14,336,600. Alternative B includes installation in Campbell Street and private property and was estimated to be $19,878,000. Both alternatives include a horizontal directional drill (HDD) across the Myakka River. June 16, 2023 – The 30% Design Package was submitted to the SWFWMD Phase 2B Project Manager for the District's Third-Party Review (TPR) in accordance with the CFI Agreement 23CF0004096 (Q355). Mike Coates (Executive Director) and Doug Manson (Authority Attorney) met with officials from the Florida Forest Services in Tallahassee to discuss installation of the north/south segment of the Phase 2B pipeline in SWFWMD/State Forest Services, Lands.

July 2023 – The Authority met with the SWFWMD and Florida Forest Services representatives (virtual meeting) to discuss the installation of the Phase 2B Pipeline in State property. The Florida Forest Service and SWFWMD are amicable to the installation of the Phase 2B pipeline within the District property north of the Myakka River. South of the Myakka River the Forest Service and SWFWMD prefer the Phase 2B pipeline to be installed on private property. The Authority will work with Woodruff & Sons to determine the alignment for the horizontal directional drill subaqueous crossing of the Myakka River. A meeting was scheduled with Sarasota County to discuss installation of the Phase 2B pipeline in Sarasota County property on the north side of the Myakka River. Attendees include Sarasota County Parks and Utilities Departments, Woodruff & Sons and the Authority. A 60% Guaranteed Maximum Price (GMP) Kick Off meeting will be held with Woodruff & Sons, SWFWMD and the Authority.

- August 2023 – The Design-Build Team prepared a pre-60% GMP and shared the submittal at a coordination meeting with Charlotte County Utilities. During this meeting, the approach of the County's parallel 8-inch diameter water main and the coordination of both projects was discussed.

- September, 2023 – The Design-Build team submitted the draft Guaranteed Maximum Price (GMP) and the draft 60% plans. The Authority shared the draft GMP with Charlotte County Utilities and is preparing to share the GMP with their Board on October 10, 2023.

- October 2023 – The Authority presented the draft GMP to the Charlotte Board during a Quarterly Meeting. The Board voted to begin revisions to the Interlocal Agreement to cover the additional costs for the Phase 2B project and utility improvements parallel to the water transmission main.

- November 2023 - The Design-Build Team completed the 60% design package and the GMP. The Authority coordinated with Charlotte County to amend the Interlocal Agreement to cover the GMP costs.

- December 2023, the Board approved the contract amendment with Woodruff & Sons Inc. for Phase 2 Services to complete design and construction of the Regional Integrated Loop Phase 2B Project for a Guaranteed Maximum Price not to exceed $70,668,982.87. Charlotte County executed the amendment on December 12, 2023.

- January 2024, the FDEP Public Water System Permit was approved for Segment 1 of the Phase 2B Project on Hillsborough Blvd. The third-party review conducted by Black & Veatch was approved at the SWFWMD Board Meeting. Also in this period, the FWC Gopher Tortoise Relocation Permit and the Charlotte County ROW Use Permit were approved for Segment 1. The Phase2B Preconstruction Meeting was held virtually on January 29, 2024.

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

- February 2024 - Notice-to-Proceed was issued to Woodruff & Sons on February 6, 2024. Clearing of the first 8000 feet of Segment 1, Charlotte County Hillsborough Blvd Right-of-Way began on February 12, 2024, and was followed with the installation of silt fencing along the same extent. Easement acquisition work for Segment 3 pipe alignment is ongoing.

- March 2024 – Through the end of March, Woodruff & Sons has installed approximately 1275 linear feet of the 42-Inch steel pipe starting at the Serris meter station working westward along the southern Right-of-Way of Hillsborough Blvd. The pipe joint welds have been completed through pipe number 48 or approximately the first 1125 LF. American Pipe deliveries have pipe material on the ground through pipe number 152 or approximately 3700 LF. Segment 3 Easement Acquisition work continues.

- April 2024 – As of April 30th, pipe materials are placed on the ground for the approximate first 6500 LF. Woodruff & Sons has installed pipe through pipe mark #178 which equates to 4200 LF. The Morning Star Waterway crossing was completed. Open cut of Yorkshire Street was completed including restoration and was reopened to traffic. The pipe joints have been welded through pipe mark #175. Silt fencing has been installed up to station 168+90 and well points are in place through station 150+00. On April 29th, restoration efforts began along the Hillsborough Blvd corridor.

- On April 6th - Materials were received onsite for the Charlotte County parallel 8-Inch pipeline and pipe installation began on April 10th, with approximately 1810 LF completed in April.

- May 2024 – As of May 31st, pipe material has been received for the first 8917 LF. Woodruff & Sons has installed pipe through mark #272 which represents installation of 6650 LF of 42-Inch steel pipe. During this period, 2544 LF of Charlotte County's 8-Inch line was installed for a total of 4354 LF to date.

- June 2024 – An additional 2092 LF of 42-Inch pipe was delivered to the project site. Woodruff & Sons installed 1330 LF of 42-Inch pipe for a total of 7980 LF installed to date. An additional 1426 LF of Charlotte County's 8-Inch WM was installed for a total of 5780 LF. Both WM's are completed up to Project Station number 183+00. Permitting work continues in Segment 2 and 3 and Easement acquisition work continued for Segment 3.

- July 2024 – During this period, Woodruff & Sons installed an additional 1670 LF of 42-Inch steel pipe for a total to date of 9650 LF. The Charlotte County 8-Inch WM installation for this period was 1739 LF for a total to date of 7519 LF.

- August 2024- As of August 31, Woodruff & Sons has installed an additional 1050 LF of 42-Inch pipe for a project to date total of 10,700 LF. During this period, an additional 1100 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 8619 LF. During this period, 8 driveways were restored, the existing 12" AC pipe and Tee's were removed in the areas near Theresa Blvd, Pelton Court, and Musgrove Street. Theresa Blvd road asphalt was repaired and reopened.

- September 10, 2024, Project total for installed pipe is 11,381 LF of the 42-Inch steel pipe and 9000 LF of the parallel 8-Inch PVC water mains. Easement acquisition work continues.

- September 26 - through October 9, 2024 – Hurricanes Helene (Sept. 26th) and Milton (Oct. 9th) interfered with project progress and project's meetings.

- October 2024 – To date 15,975 LF of the 42-Inch steel pipe and associated fittings has been delivered to the project site and invoiced to the Authority at a cost of approximately $3.5M, of which 14,730 LF has been installed by Woodruff & Sons. Project to date, a total of 12,400 LF of the Charlotte County 8-Inch parallel WM has been installed.

- November 1, 2024 – The Myakka State Forest easement(s) received final approval at the DEP Acquisition and Restoration Council (ARC) meeting. A net positive benefit of 1.5 times the appraised value of $82,100 is required to satisfy remaining terms of the easement approval.

- November 2024 –Woodruff & Sons has installed an additional 1520 LF of 42-Inch steel pipe for a project to date total of 16,250 LF. Project to date, a total of 14,200 LF of the Charlotte County 8-Inch parallel WM has been installed.

- December 2024 – As of December 13, 2024, payment application, an additional 1400 LF of 42-Inch pipe was installed by Woodruff & Sons for a total to date installation of 17,650 LF or

3.3 miles. During this same period an additional 1880 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 16,074 LF.

- January 2025 – In January, Woodruff & Sons implemented a second crew on the W side of Toledo Blade Blvd and installed 1,000 LF of pipe by the end of the month. The original crew installed an additional 2,800 LF for a current project total of 21,450 LF, or 4.06 miles. During this same period an additional 3,070 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 19,144 LF.

- February 2025 – Through the end of February, the Woodruff & Sons crew west of Toledo Blade Blvd installed an additional 1,350 LF and the crew on the east side of Toledo installed an additional 1,950 LF for a collective total of 3,300 LF of 42-Inch steel pipe for the month, bringing the project total to 24,750 LF, or 4.69 miles. During this same period an additional 2,661 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 21,805 LF.

- March 2025 – After completing the east of Toledo Blade Blvd work on Hillsborough Blvd, this crew was moved over to Segment 2 (Chancellor Blvd) and installed 300 LF of 42-Inch pipe in that area of the project. The crew west of Toledo Blade installed approximately 1650 LF of 42-Inch steel pipe for a total to date of 4000 LF in that section. In total, 1,950 LF of 42-Inch pipe was installed during this period for a total of 26,700 LF or 5.05 miles. In the same period, 1,710 LF of Charlotte's 8-Inch parallel WM was installed for a total of 23,515 LF.

- April 2025 – On April 7, we received the final executed copy of the State Lands easement needed for areas in Segment 3 of the project and had them recorded in the public records. During April, Woodruff & Sons installed approximately 1881 LF of 42-Inch steel pipe in Segment 1 west of Toledo Blade along Hillsborough Blvd, and installed 1700 LF of 42-Inch steel pipe along Chancellor Blvd in Segment 2, bringing the total to date to 30,281 LF or 5.74 miles. In the same period, an additional 1832 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 25,347 LF.

- To date, as of May 12, 2025, Woodruff & Sons has installed 31,433 LF of the 42-Inch Phase 2B Regional Integrated Loop Pipeline, for a total of 5.95 miles. Additionally, the total to date of Charlotte County's 8-Inch Parallel Pipeline is 25,842 LF, or 4.90 miles.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 5

Regional Integrated Loop System Phase 3C Interconnect Project

Project Status Report

Project: **Regional Integrated Loop System Phase 3C Interconnect Project**

Date: June 4, 2025

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

The following information summarizes the project description and status (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 3C Pipeline Project (Project) includes the design and construction of approximately 42,500 LF of 42-inch diameter pipe, improvements to the existing T. Mabry Carlton Water Treatment Facility and one finished water ground storage tank (estimated 5 MG). The project includes metering facilities, chemical adjustment, telemetry, backup power supply, and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery. The pipeline begins at the northern end of the existing Regional Integrated Loop Phase 3B pipeline within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The pipeline will then extend generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable the delivery of the required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

Current Status

Since the August 2, 2023, Board meeting update, Sarasota County Row-of-Way Permit has been approved. Based upon approval of the Sarasota County Row-of-Way Permit, the Design-Builder has mobilized to the site and has begun staging early procurement materials for a portion of the pipeline and isolation valves, and other project materials. Construction of the Phase 3C Pipeline is scheduled to begin after the SWFWMD approval of the Third-Party Review, anticipated in late October. Construction will begin along the project alignment (Segment 2) from the intersection of Bee Ridge Road and Lorraine Road north to Phillippi Creek, approximately 2.2 miles. The Authority has met with the District and their Third-Party Review consultant. Voluntary easement acquisition is on-going, and ten permanent and ten temporary easements have been Board approved to date. The Phase 2 Amendment to the Contract covering final design and construction of the pipeline was approved by the Board on April 5, 2023, and the Amendment was executed on April 19, 2023.

In October, the Southwest Florida Water Management District approved the Third-Party Review of the Phase 3C Pipeline Project 30% Design.

Since the December 2023 Board Meeting, Garney Construction continued Work along the project alignment from the intersection of Bee Ridge Road and Lorraine Road north along Lorraine to Phillippi Creek (Segment 2). The pipeline is being installed in Sarasota County Right-of-Way and required permitting has been obtained. To date Garney has installed approximately 6,561-lf of 42-inch diameter pipe along Lorraine Road. Voluntary easement acquisition and condemnation is ongoing for other portions of the Project.

Regional Integrated Loop System Phase 3C Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee to produce a Guaranteed Maximum Price (GMP). Scope includes 60% design, property and permitting. Scope/fee for Phase 1 due September 20, 2022, and approved at the October 5, 2022, Board Meeting.
- Early Procurement Package – Initial order of long lead items by owner direct purchase approved at the December 7, 2022, Board Meeting.
- Phase 2 – Final scope and fee/GMP. Final scope and GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. The Phase 2 GMP was added to the Contract by Addendum and approved by the Board on April 5, 2023.
- Regional Integrated Loop Phase 3C Pipeline Project substantial completion is scheduled for March 1, 2025.
- Amendment No. 2 to the Cooperative Funding Agreement between the District and the Authority dated June 11, 2024 extends the contract expiration to June 30, 2027 and in turn the substantial completion date has been extended to June 1, 2026.

Regional Integrated Loop System Phase 3C Phase 2 Construction Overview

- Garney subdivided Phase 2 Construction of the Project into three Segments, based upon permitting, easements and Southwest Florida Water Management District Third Party Review approval (30% design) to facilitate the Project schedule. Garney plans to begin construction in Segment 2 followed by Segment 1 and Segment 3.
    - Segment 1 (4.1-miles) – terminus of the Phase 3B Pipeline at Clark Road/State Road 72, north along Cow Pen Slough to the intersection of Lorraine Road of Bee Ridge Road.
    - Segment 2 (2.1-miles) – Bee Ridge Road and Lorraine Road intersection to Philippi Creek. (future Lorraine Road expansion)
    - Segment 3 (1-mile) – Philippi Creek north along Cow Pen Slough/future Lorraine Road to Fruitville Road.

History of Project Development

Phase 3C Feasibility and Routing Study Solicitation for Qualifications

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

Progressive Design-Build Solicitation for Qualifications

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

- August 3, 2022 – The Board Approved the PSEC's recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.
- September 2022 – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 3C Pipeline Project – Phase 1 Services Contract will be presented to the Board for approval at the October 5, 2022, meeting.
- December 2022 – The Board Approved the Early Procurement Package not-to-exceed $10M. The Design-Build Team submitted 30% Design to the Authority and SWFWMD. Subsequent coordination meetings were held with the Authority, Sarasota County Utilities, Sarasota County Public Works, City of Sarasota, Florida Power & Light, and private land-owners.
- April 2023 – The Board Approved the amendment to the progressive design build contract that takes the project through final design and construction of the pipeline.
- June 2023 – The Board Approved Phase 3C Regional Interconnect – Second Amendment to Resolution 20022-03 (Necessity to Construct a Transmission Pipeline and Appurtenant Facilities) and approved the purchase of eight permanent and eight temporary easements (Phase 3C Easements Package No. 1).
- August 2023 – The Board Approved the purchase of two permanent and two temporary easements (Phase 3C Easements Package No. 2).

- October 2023 – SWFWMD approved the Third-Party Review for the 30% Phase 3C Pipeline design on October 24, 2023, giving Garney the go ahead to begin installation of pipe. Garney decided to begin construction activities in Segment 2 of the alignment since the alignment is in the Sarasota County Right-of-Way and all necessary permits including the FDEP Environmental Resource Permit have been approved. The Segment 2 alignment is from Bee Ridge Road north along Lorraine Road to Philippi Creek. Garney accepted delivery of materials including 42-inch diameter steel pipe and performed survey, locates of existing utilities, Right-of-Way preparation, and completed stringing the pipe along Lorraine Road. Finalization of permitting and easements for the entire pipeline alignment is ongoing.
- November 2023 – Garney performed dewatering and installed approximately 1,600 linear feet of 42-inch steel pipeline along the east side of Lorraine Road (Segment 2). The jack and bore for casing pipe with carrier pipe to cross under Palmer Road has begun. As of early November, FDEP Environmental Resource Permits have been approved for the entire Project alignment.
- December 2023 – January 2024 – To date, Garney installed approximately 4,000 linear feet of 42-inch Steel pipeline along the east side of Lorraine Road in Sarasota County Right-of-Way (Segment 2). The 60-inch diameter steel casing installation was completed and loaded with 42-inch steel carrier pipe under Palmer Road. The jack & bore under the Bee Ridge-Lorraine Road round-about is underway. Garney has completed utility locates for pipe installation in Segment 1 along Cow Pen Slough (south end of project). A second Garney pipe crew is scheduled to begin Work in Segment 1 in mid-February.
- February 2024 – March 2024 - In total, Garney has installed approximately 6,561 linear feet of 42-inch steel pipeline along the east side of Lorraine Road. Next stretch of steel pipe installation will be in the median north of Palmer Blvd. The jack & bore performed by Downtown Underground under the Bee Ridge-Lorraine Road round-about has been completed. The next jack & bore location will be 60’ of steel casing under Lorraine Road at STA 193.00. Began receiving Owner Purchased pipe on Monday, March 4th. A second pipe crew has been mobilized to the site.
- April 2024 – Approximately 7,798 linear feet of 42” steel pipe installed. On April 4th a baby eagle was spotted in an eagle’s nest within the construction zone. As long as eagles occupy the nest, we cannot work within 660’ radius surrounding the nest without a permit. Garney plans to avoid the need for a permit by working outside of the 660’ radius, Ardurra staked out the 660’ radius. Continue working to obtain easements.
- May 2024 - 10,882 linear feet of 42” steel pipe installed through May 10th.
- May 22, 2024 – Ardurra reported no sighting of the eaglet over the past several days and a drop off of adult visitation for feedings. U.S. Fish & Wildlife Service stated if the adults are no longer bringing food to the nest the chick is likely deceased, and work can proceed without disturbance being an issue. An abandoned helicopter landing pad and in ground fuel tank has been identified in the path of the pipeline and will need remediation. Garney and Ardurra working on producing 30% design of 3A Pump Station Improvements due August 1st then Black and Veatch will perform third part review required by the District.

- June 2024 – 12,190 linear feet of 42" steel pipe installed through June 7th. Brown and Caldwell working with environmental attorney to obtain approval from FDEP to remove fuel tank. Garney working with subcontractor Petrotech to schedule fuel tank removal.

- July 19, 2024 – 15,201 linear feet of steel pipe installed.

- August 2024 – Black and Veatch (B&V) Third Party Review for 30% design of 3A Booster Station Improvements has begun. Gathering information requested by B&V.

- August 26, 2024 - Petrotech mobilizing and started underground fuel tank removal, completing the effort September 3rd.

- September 12, 2024 – 17,893 linear feet of steel pipe installed to date. DB Team drafting scope to bring design of the 3A Booster Station Improvements project to 100%.

- September 26 through October 9, 2024 – Hurricanes Helene (Sept. 26th) and Milton (Oct. 9th) interfered with project progress and project's meetings.

- October 21, 2024 – Virtual meeting to discuss tank placement at Carlton Booster Station Improvements.

- October 24, 2024 – Meetings held for both 3C & Carlton projects. On 3C project, approximately 21,557 LF of pipe installed. Offer made and accepted on remaining needed easement. On Carlton Project Ardurra proposed a tank location with 40' between tanks.

- November 7, 2024 - Meetings held for both 3C & Carlton projects. On 3C Pipeline project, approximately 25,257 LF of pipe has been installed. Garney has Amendment to move forward with 60% - 100% design of booster pump project, Notice to Proceed sent 10/28/2024.
- November 21, 2024 - Meetings held for both 3C & Carlton projects. On Pipeline project, approximately 27,697 LF of pipe has been installed to date. Ardurra working with Sarasota County & FDEP to determine permitting needs for the Carlton project.

- December 5, 2024 – Meetings held for both 3C & Carlton projects. Approximately 29,605 LF of pipe installed on 3C project. Ardurra is preparing ERP & 404 applications for Carlton project.

- December 19, 2024 - Meetings held for both 3C & Carlton projects. On 3C project approximately 32,387 LF of pipe installed. On Carlton project the proposed tank location is such that wetland impact is minimal. Ardurra met with FDEP who stated wetland permitting begins with them.

- February 5, 2025 – Held meeting with FPL to discuss options related to powerline conflict on Carlton Improvements project. Proposed plan is to relocate power poles in conflict with improvements.

- February 13, 2025 - Meetings held for both 3C & Carlton projects. On 3C project approximately 37,087 LF of pipe installed. Garney coordinating with Sarasota County to connect their 24" line to our line following disinfection. Substantial Completions estimated to be early May 2025. Carlton Improvements Project 60% plans & specs submitted for review.

- February 24, 2025 – Pre-application meeting with the Corp to discuss Carlton Improvement project's 404-wetland permit application. Permit submittal review time anticipated to be 60-120 days.

- February 27, 2025 – Meetings held for both 3C & Carlton projects. On 3C project approximately 37,393 LF of pipe installed, took delivery of aerial pipe bridge. Reviewed Carlton's 60% plan and spec comments.

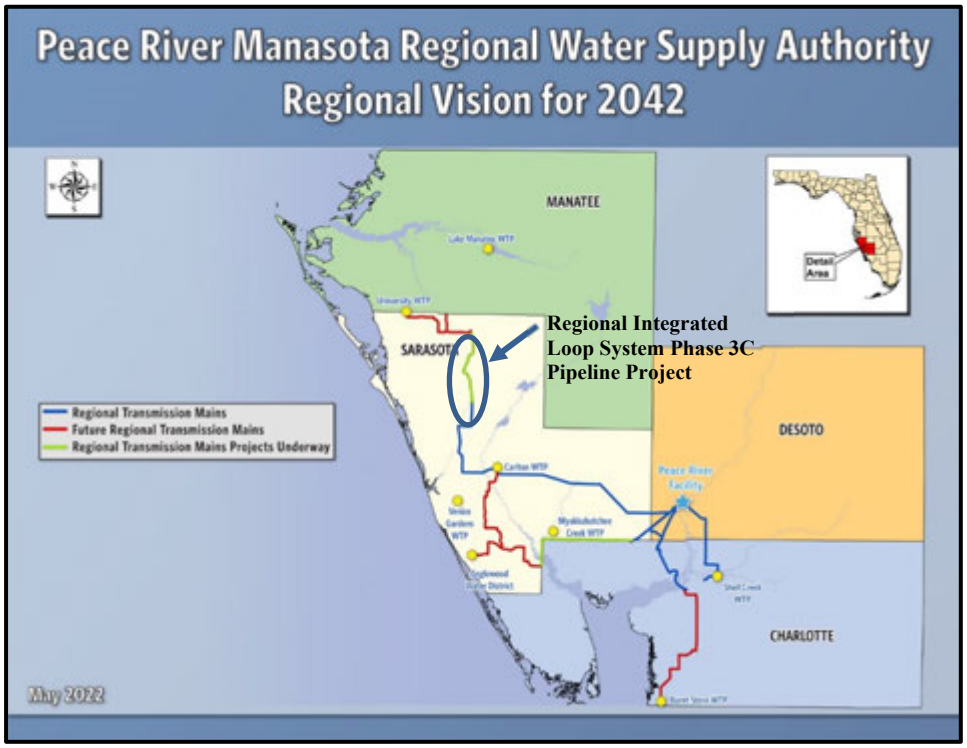
- March 13, 2025 – Discussed requirements for filling, pressure testing, flushing and disinfecting 3C pipeline also scheduled meeting @ Carlton Plant on 3/20/25 to discuss specifics. Approximately 37,718 LF of pipe installed on 3C project.

- March 27, 2025 – Approximately 37,902 LF of pipe installed on 3C project. Ardurra expects to have all permit applications for the Carlton Booster Pump Improvements submitted by April 4th.

- April 10, 2025 – Approximately 38,400 LF of pipe installed on 3C project, all pipe is installed! Garney is filling waterline and preparing for pressure testing. Flushing scheduled for April 16 – 18. Carlton 60% Cost Estimate submitted to Authority for review on April 8th.

- April 24, 2025 – Flushing completed on 3C pipeline; disinfection is next. Authority working with Ardurra to get final needed temporary & permanent rectifier easements on Laurel Meadows property. Authority & Brown & Caldwell provided comments on Garney's 60% cost estimate for the Carlton Improvements Project, Ardurra working towards Carlton 100% plans.

- May 8, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. With the exception of DIP connecting new pipeline with Sarasota County's system pipeline has been disinfected and passed bac-tees. Ardurra working towards 100% Carlton Improvement plans.


Peace River Manasota Regional Water Supply Authority
Regional Vision for 2042
MANATEE
SARASOTA
DESOTO
CHARLOTTE
Detail Area
Regional Integrated Loop System Phase 3C Pipeline Project
Regional Transmission Mains
Future Regional Transmission Mains
Regional Transmission Mains Projects Underway
May 2022

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 6

Peace River Facility Expansion Project

Project History Briefing

Project: **Peace River Facility Expansion**

Date: June 4, 2025

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

The following information summarizes the project description and current status.

Project Description

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

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

Project Development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

October 24, 2024 – Gopher tortoise relocation begins.

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

December 3, 2024 – DeSoto County concerned with proposed location of sodium hypochlorite building, need 100' from property line.

December 12, 2024 – Waiting for feedback from FWC on Bonneted Bat BMP's before we can begin clearing.

December 30, 2024 – Discussed HDPE filter underdrains with Jeff Phillips, Chief Operations Officer with Greenville Water (South Carolina).

January 7, 2025 - Design Build Team submitted Early ODP Summary.

February 11, 2025 – Design Build Team delivered new schedule, risk register & Draft ROM Estimate.

February 18, 2025 – Notice to Proceed with land clearing provided to Natural Resources, LLC. They have 30 days to complete clearing per the Bonneted Bat permit.

February 25, 2025 – Held weekly progress meeting. County Development Order submitted last week. Electrical ODP coordination scheduled for March 4th @ 10:00am after Expansion progress meeting.

March 13, 2025 – Contract Amendment Proposal for Wharton-Smith & Hazen and Sawyer to continue design work for the Expansion Project submitted for consideration at April 2nd Board meeting.

March 17, 2025 – Land clearing completed, silt fence installed and surveyor marked boring locations. Driggers Geotechnical scheduled to begin borings on Wednesday, March 19th.

March 19, 2025 – Intermediate Design Drawings and Report submitted to Authority for review and comment.

March 27, 2025 – Hazen submitted Medium Voltage Transformer Specifications for Authority to review. Authority comments delivered to Progressive Design Build (PDB) team April 3rd.

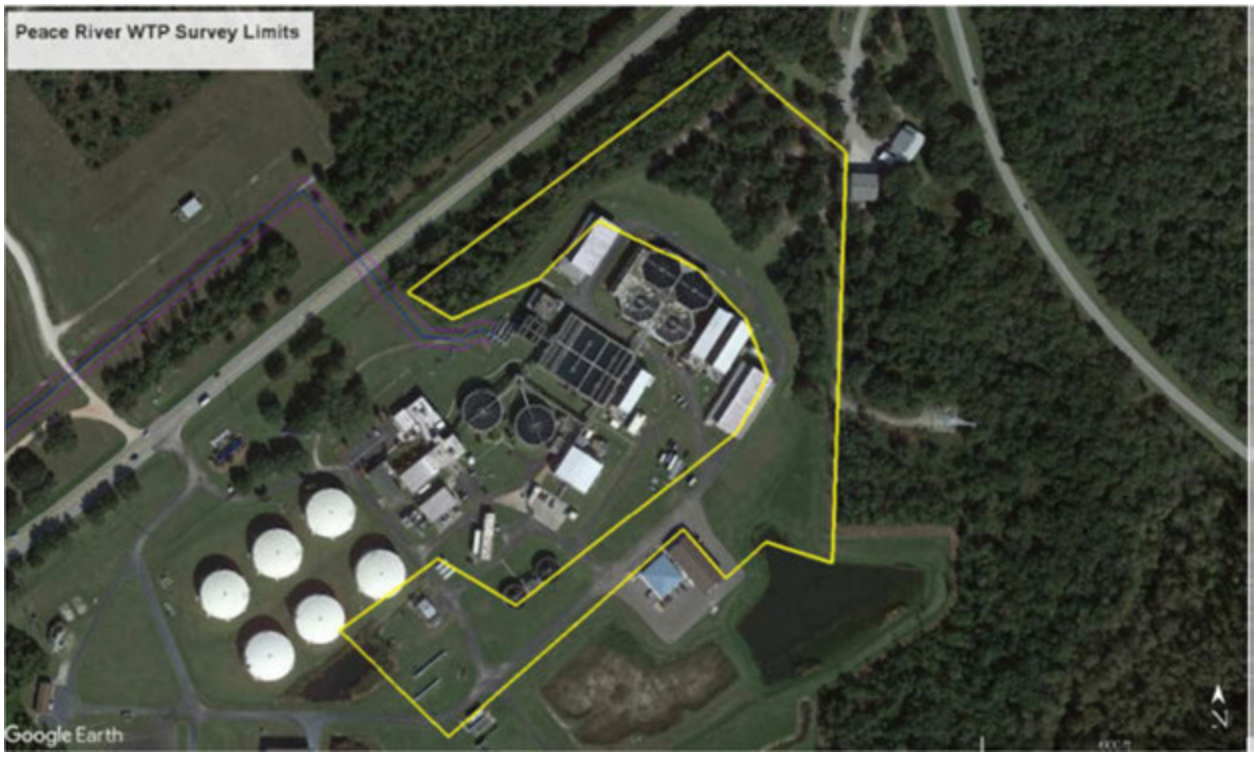
April 4, 2025 – Authority staff comments on Intermediate Design package delivered to PDB Team.

April 8, 2025 - Driggers Geotechnical back on-site to continue geotechnical investigation.

April 10, 2025 – PDB Team held FDEP Pre-Application meeting.

April 23, 2025 – Hazen & Sawyer (HS) staff on-site to take additional plant photos. HS subcontractors on-site identifying soft dig locations.

May 1, 2025 – Element Engineering on-site performing additional Subsurface Utility Exploration (SUE) along with Ardurra surveyors.


Peace River WTP Survey Limits
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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 7

Partially Treated Surface Water ASR Project at Peace River Facility

Project Status Report

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

Date: **June 4, 2025**

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

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Project Description

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

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

Current Status

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

Project History Briefing

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

Date: June 4, 2025

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

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

June 2024 Board approved Work Order No. 1 Professional Services for the Partially Treated Surface Water ASR Project for a not to exceed amount of $995,888 on June 5, 2024. A Project Kickoff meeting was held on June 11, 2024. Progress Meeting No. 1 was held on June 27, 2024.

July 2024 A site visit for logistics related to implementation of the PTSW ASR Pilot was conducted on July 1. Progress Meeting No. 2 was conducted on July 25, 2024.

August 2024 The pilot testing unit was delivered to the Plant on August 13. Equipment installation and preliminary testing/pilot operation were initiated. Progress Meetings No. 3 and 4 were conducted on August 8 and 29, 2024, respectively.

September 2024 Full time operation of the pilot testing unit began in early September. Progress Meeting No. 5 was held on September 19, 2024.

October 2024 Full time operation of the pilot testing unit continued through October with a brief shutdown early in the month during Hurricane Milton. Preliminary pilot results were discussed during Progress Meeting No. 6 held on October 17, 2024.

November 2024 Full time operation of the pilot testing unit continued during November. A third filtration media was incorporated into the testing protocol during November. Pilot results were discussed during Progress Meeting No. 7 held on November 21, 2024.

December 2024 A meeting was held December 13, 2024, to discuss ASR well field operation, storage and pumping capacities related to systemwide reliability modeling. Pilot testing ended and the pilot unit was successfully decommissioned on December 16, 2024. Project Progress Meeting No. 8 was held on December 19, 2024, to discuss pilot test results.

January 2025 Progress toward the systemwide reliability modeling task and anticipated timing for the pilot test results draft report were discussed during Project Progress Meeting No. 9 on January 16, 2025. Planning for the pumping and hydraulic assessment was also discussed.

February 2025 Variables impacting systemwide reliability modeling and status of final laboratory data required for the pilot test results report were discussed during Project Progress Meeting No. 10 on February 20, 2025. Historical operational wellfield data were reviewed and discussed relative to the pumping and hydraulic assessment project task.

March 2025 Upon receipt of final laboratory results and rapid small-scale column test (RSSCT) results, a draft version of the Pilot Testing Report was provided to Authority staff on March 25, 2025 for review.

April 2025 Pilot testing report conclusions and recommendations, updated systemwide reliability modeling, basis of design ASR Wellfield 2 annual recharge volume projections, and design calculations for filtration options were discussed during Project Progress Meeting No. 11 on April 3, 2025. The Pilot Testing Report was finalized on April 28, 2025. A draft Conceptual Process Flow Diagram was provided to Authority staff on April 29, 2025 for review.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 4, 2025

ROUTINE STATUS REPORTS
ITEM 8

Peace River Basin Report

Manson Bolves Donaldson Tanner

Attorneys at Law

Integrity•Intelligence•Diligence

MEMORANDUM

TO: Board Members and Richard Anderson

FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter

RE: Peace River Basin Report

DATE: May 15, 2025

Mosaic Fertilizer, LLC—South Fort Meade Mine

On April 22, 2025, the Department of Environmental Protection ("DEP") issued a final permit to modify Mosaic Fertilizer, LLC's ("Mosaic") environmental resource permit ("ERP") Number MMR_221122-019 (as modified by -022, -024, -025, -027, -033 and -037) and conceptual reclamation plan ("CRP") for its South Fort Meade Mine to formally incorporate approved final reclamation designs. This permit modification was assigned file number MMR_221122-042. The effect of the ERP and CRP modification is to incorporate mine-wide post-reclamation topography, drainage basins, streams, and land uses data that reflect the approvals received from DEP since 2019. There are no additional wetland or surface water impacts and no revisions to the overall project boundary.

Additionally, on December 13, 2024, Mosaic submitted another application for an ERP minor modification for its South Fort Meade Mine, requesting a 10-year extension and minor modification to capture reduction of the final mined area and associated changes to final land use for un-mined areas for the Old Colony Addition ("OCA") as approved in ERP #0146465-010/052 at the South Fort Meade – Polk Mine. This permit was originally approved in 2009, and modified in 2019, to extend

the expiration date. This extension request is being submitted to allow for continued maintenance activities in reclamation areas as there is no wetland mitigation associated with this permit. The application states that additional time will allow the permit to remain active until all reclamation and ERP releases are obtained in the OCA permit boundary. The current expiration date for the ERP is December 17, 2024, and this request is to extend the expiration date to December 17, 2034.

The South Fort Meade Mine areas covered by permit No. MMR_221122-019 are located in north-central Hardee County, south of the Hardee/Polk County line, east of Bowling Green, and northeast of Wauchula, and are wholly located in the Peace River watershed.

Mosaic Fertilizer, LLC—Bartow Facility

On February 10, 2025, Mosaic submitted a National Pollutant Discharge Elimination System ("NPDES") permit renewal application for the Bartow Facility (Permit No. FL0001589). The NPDES permit authorizes surface water discharges to Cedar Branch (which is associated with the Peace River) and Skinned Sapling Creek (which is associated with the North Prong Alafia River). On March 7, 2025, DEP issued a RAI, which Mosaic responded to on April 3, 2025. On April 14, 2025, DEP deemed the NPDES permit renewal application complete. DEP expects to have a draft NPDES permit to Mosaic by the end of May 2025 and a notice of intent to issue the permit by July 2025.

The Bartow Facility's operations include production of sulfuric acid, phosphoric acid, and ammoniated fertilizer products. The Bartow Facility is located in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility's outfalls (Outfall D-002) discharges treated

process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

Mosaic Fertilizer, LLC—Ona Mine

On October 2, 2023, Mosaic submitted an application to DEP for, and on April 4, 2025 DEP issued its approval of, an ERP modification (MMR_0169281-024) and conceptual reclamation plan modification (MMR_0169281-025) for its 2023 Ona Infills and Reclamation Redesign Project ("Project") for its Ona Mine. The ERP modification does the following: increases the mine boundary and Project Area by a net 130.9 acres (adding a total of 178.3 acres and removing 47.4 acres); reclassifies an additional 2.8 acres within the Ona Mine boundary and corresponding ERP area from "undisturbed" to "disturbed"; expands the surface water management (perimeter ditch and berm) system to encompass the expanded mine boundary/project area; authorizes impacts to 5.02 acres of wetlands and 5.22 acres of other surface waters within the 2023 Ona Infills (which is a component of the Project), for which only 8.23 acres require mitigation; and re-establishes drainage patterns through mine reclamation. The conceptual reclamation plan modification does the following: avoids 120.2 acres within the Hardee County Ona Rural Center setback area and places 100.5 acres of this avoided area under a conservation easement; approves a mitigation plan for the 2023 Ona Infills component of the Project to offset the functional loss attributable to the additional impacts documented above; and revises the approved mitigation plan for the Ona Mine to reflect the mine-wide revision of the reclamation plan submitted in the corresponding Conceptual Reclamation Plan (no new wetland or surface water impacts will occur outside of the 2023 Ona Infills Parcels).

The application states that mining of the 2023 Ona Infills will require less than one year to complete, and that the proposed activities to be conducted on the 2023 Ona Infills consist of site preparation, mining, sand and overburden backfill, and reclamation. The 2023 Ona Infills will be integrated into the existing Ona Mine's stormwater management system, including treatment and discharge pursuant to the industrial wastewater ("IW") permits issued by DEP, and the existing Ona Mine water recirculation system is already authorized by IW permits (Wingate IW Permit No. FL0032522 and Four Corners IW Permit No. FL0036412).

Ona Mine is drained by several tributaries that flow from north to south through the site: Brushy Creek, Horse Creek, West Fork of Horse Creek, Hickory Creek, Oak Creek, Troublesome Creek and the Myakka River, many of which are tributaries to the Peace River. A portion of the Ona mine area also includes Horse Creek, a tributary to the Peace River.

WSG Group LLC—Pit 17 Mine

On or about March 2025, WSG Group, LLC submitted an ERP application to DEP for a new mine referred to as Pit 17. The proposed Pit 17 mine project consists of 171 acres in DeSoto County. The application proposes to excavate approximately 1,216,840.42 cubic yards of sand and fill material, and states that excavation will be completed five years after the permit is issued.

The proposed new mine site is located in Arcadia, Florida and appears to be within 4,000 feet of the Peace River and approximately 10 miles from the RV Griffin Reserve property.

Novaphos Development, LLS—R&D Test Facility

Novaphos Development, LLC ("Novaphos"), applied on October 31, 2022, to DEP for a permit to operate a R&D test facility to validate several patent pending Novaphos technologies for

producing phosphoric acid from low grade phosphate rock and tailings as well as the processing of phosphogypsum for the recovery of sulfur. On December 19, 2024, DEP issued notice of its preparation of a draft permit (PA File No. FL0757471-006-ISW) to Novaphos. On April 8, 2025, notice was published in a newspaper of DEP's intent to issue the permit to Novaphos.

The facility is located in Fort Meade in Polk County. The facility's Outfall D-001 discharges to a reclaimed lake and, during periods of heavy rainfall, the reclaimed lake may discharge to McCullough Creek, a tributary of the Peace River. The downstream receiving waterbodies for the facility's discharge to surface waters include Peace River above Whidden Creek.

U.S. Agri-Chemicals Corporation—Bartow Complex

On April 18, 2025, DEP issued a notice of intent to issue a renewal permit (FL0001961-009-IW1S/NR) to U.S. Agri-Chemicals Corporation's ("USAC") to continue closure and maintenance activities at its existing Bartow Complex. On April 16, 2021, USAC had applied to DEP for renewal of its wastewater permit for discharges associated with continued closure and maintenance activities at the existing USAC Bartow Complex. The USAC Bartow Complex, which includes a 125-acre phosphogypsum stack that was closed in 1998, was permanently closed in November 2005 and all manufacturing operations at the facility were discontinued. The wastewater discharged from this facility consists of process and scrubber pond water from former operations and stormwater from closed areas. Wastewater, comprised of leachate seepage from the closed phosphogypsum stack system, is treated on-site. The site is configured with a North Pond for stormwater and a South Pond for treated process water from the leachate ponds. Stormwater collected in the North Pond is routed to a detention pond where it comingles with stormwater runoff from the side slopes of the stack.

The stormwater collected in this pond is discharged from Outfall D-003 by pipeline and ditch into Bear Branch, a tributary of the Peace River. Stormwater from the west stormwater area of the Bartow Complex is discharged through an internal outfall and then flows to Outfall D-001, which also discharges to Bear Branch.

The facility is located in Bartow in Polk County and is within the Peace River watershed.

Desoto Recycling and Disposal, LLC—Class I Landfill

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

On August 19, 2024, a Petition for Administrative Hearing was filed with DEP by Fourmile Island, Inc., and on September 4, 2024, another petition was filed (by J&L Triple B Ranch) challenging this permit modification and requesting an administrative hearing. Between August and November 4, 2024, several other parties filed multiple requests for extensions of time to file petitions on the permit. On February 17 and 18, 2025, two additional petitions (one by Alico, Inc. and one by Hall's Tiger Bay Ranch and Joshua Citrus Inc.) were filed challenging the permit. On February 26, 2025, Desoto Recycling filed a motion to dismiss Black Bird Ranch, LLC's petition as untimely, and on March 7, 2025 a response was filed to the motion. The petitions were referred to the Division of Administrative Hearings on April 23, 2025 and the nine petitions (which were each

assigned separate case numbers) were all consolidated on May 1, 2025. The last event noted on the case docket as of the date of this report was a case status conference that occurred on May 5, 2025.

The total combined waste disposal footprint of the landfill is approximately 174 acres and is located in Arcadia, Desoto County and is within the Peace River watershed.

I-4 Sand Company, LLC.—St. Helena Sand Mine

On December 17, 2024, the Colinas Group, Inc. ("TCG") submitted a draft ERP application and supporting materials to DEP for I-4 Sand Company, LLC's proposed St. Helena Sand Mine. A portion of the project property is already operating as a permitted and active borrow pit operation regulated under Southwest Florida Water Management District ("SWFWMD") ERP No. 44033530.000. The application states that this proposed new DEP ERP permit will supersede the current SWFWMD ERP permit and the current borrow operations will continue as overburden removal for the hydraulic dredge sand mining operations. No offsite discharges are proposed by the application. DEP issued a lengthy RAI (42 items) in response to the draft application on January 15, 2025. On March 20, 2025, TCG submitted its response to the RAI as well as its formal ERP application (MMR_458962-001). On April 15, 2025, DEP issued a RAI in response to the formal ERP application.

The proposed operation is situated on approximately 551 acres of land located north of the intersection of Masterpiece Road and St Helena Road in unincorporated Polk County, approximately two miles to the north and east of the city limits of Lake Wales. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River watershed.

Alico, Inc.—TRB Excavation

On March 13, 2025, DEP issued ERP No. MMR_453449-001 to Alico, Inc. to construct an approximately 146-acre stormwater management system for a new sand mining operation (TRB Excavation). The project consists of an approximately 146-acre new sand mining in Charlotte County on an approximately 815 acre property, and will provide sand and shell to be used on future development projects. There will be less than 1-acre of other surface water impacts from the proposed project. The estimated life of the mine, including reclamation, is ten years. The ERP states that the berm elevations are designed such that the excavation area will retain the 100 year- 24 hour storm event during excavation.

The project is located in Punta Gorda in Charlotte County and is within the Peace River Basin watershed.

Kye Bishop—Bishop Excavation

On April 21, 2025, DEP issued ERP No. MMR_452374-001 to Kye Bishop for a new sand mining operation and the construction of a stormwater management system. The total acreage of mining extraction and disturbed lands being proposed is approximately 160 acres, with four cells, and approximately 8-acres of other surface water impacts. The project is authorized to provide fill materials for development in the surrounding area and all processing will be conducted onsite. The ERP states that the berm elevations are designed such that the excavation area will retain the 100 year- 24 hour storm event during excavation. The estimated life of the mine, including reclamation, is ten years.

The project is located in Punta Gorda in Charlotte County and is within the watershed of the Peace River Basin.

NC Real Estate Projects, LLC —Water Use Permit

On May 8, 2024, NC Real Estate Projects, LLC submitted a water use permit ("WUP") modification application (no. 21107.001) to SWFWMD requesting an increase in annual average quantity from 0.4775 million gallons per day ("mgd") to 1.3496 mgd and an increase in the authorized peak month quantity from 0.621 mgd to 2.041 mgd. The proposed modification adds additional residential development area to the south of the current service area, and also states that forty-four former golf holes will be converted into new commercial and residential areas. On June 6, 2024, SWFWMD issued a RAI to the applicant containing nineteen items. The applicant submitted its response to the RAI on October 4, 2024, and SWFWMD issued a clarification letter on November 1, 2024. Additional information and documents were submitted in response to the clarification letter between March 7 and May 1, 2025. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

Town of Dundee—Water Use Permit

On March 13, 2025, the Town of Dundee submitted a WUP renewal and modification application (no. 5893.014) to SWFWMD requesting an increase in annual average quantity from 0.9175 mgd to 1.727 mgd and an increase in the authorized peak month quantity from 1.202 mgd to 2.2625 mgd. The application states that the proposed new Upper Floridan Aquifer quantities would be offset by permanently retiring eighteen agricultural WUPs within and near the Town of

Dundee's service area. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

734 LMC Groves, LLC—Water Use Permit

On March 13, 2025, 734 LMC Groves, LLC submitted a WUP modification application (no. 9398.016) to SWFWMD requesting an increase in annual average quantity from 1.2579 mgd to 2.586 mgd due to a change in crop plan. The application states that the requested increase in allocation is for surface water only and that there are no requested increases in groundwater allocation. The permit is for agricultural uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

T & T Environmental, LLC—Water Use Permit

On January 23, 2025, T & T Environmental, LLC submitted a WUP modification application (no. 3216.013) to SWFWMD changing the use type from citrus to sod and requesting an increase in annual average quantity from 0.2845 mgd to 0.788 mgd. The application states that no adverse impacts to existing legal users are anticipated due to the application's proposed removal of the maximum day (crop protection) quantity (from 5,796,000 gpd to 0 gpd). Additionally, the application stated that no drawdown is predicted to impact the Peace River minimum flows and levels (MFLs) based on their groundwater modeling and analysis. The permit is for agricultural uses in DeSoto County and is located in the Southern Water Use Caution Area and Peace River basin.

Charlotte Harbor Water Association—Water Use Permit

On October 31, 2023, SWFWMD received a WUP modification application (no. 1512.016) from Charlotte Harbor Water Association that requests to add three raw water supply production

wells to meet the required wellfield production and rotational capacity, and to increase the annual average quantity from 0.91 mgd to 1.061 mgd and the peak month quantity from 1.028 mgd to 1.2518 mgd. The WUP modification explains that the change in quantities is required to meet its upgraded plant capacity. On November 8, 2023, SWFWMD issued a RAI requesting additional information regarding the proposed demand, population projections, and per capita rates. The RAI response was submitted on October 24, 2024, and on November 13, 2024, SWFWMD issued a clarification letter. Additional information was submitted in response to the clarification letter between March 28 and April 8, 2025. The permit is for public supply uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

Mosaic Fertilizer, LLC—Water Use Permit

On March 25, 2025, SWFWMD issued notice of agency action approving a WUP renewal (No. 8734.008) to Mosaic Fertilizer, LLC. The WUP renewal increases the total annual average allocation from 0.3427 mgd to 0.9763 mgd and the peak month allocation from 1.049 mgd to 1.4467 mgd. A February 13, 2024 RAI from SWFWMD had stated a concern regarding lack of historical pumpage, explaining that for the past seventeen years, hardly any pumping or withdrawals had occurred under the permit. Additional information was provided by Mosaic between May 2024 and December 2024. The WUP is for agricultural uses in Hardee County and is located in the Southern Water Use Caution Area and Peace River basin.

McClure Properties LTD—Water Use Permit

On April 4, 2025, SWFWMD issued notice of agency action approving a WUP renewal with modification (No. 6077.009) to McClure Properties LTD, extending the duration of the permit by ten

years (with no change to previously permitted quantities). The WUP is for an allocation of 3.0779 mgd annual average and 6.741 mgd peak month for agricultural uses in Manatee County and is located in the Southern Water Use Caution Area and Manasota basin.

Cameron High Grove, LLC—Water Use Permit

On August 19, 2024, SWFWMD received a WUP modification application (No. 6409.009) from Cameron High Grove, LLC. The modification requests to combine all existing water use permits associated with the project site, reduce the irrigated acreage of citrus, and to add golf course irrigation and commercial/potable water uses to the project site. The modification application requests to increase total annual average allocation from 1.547 mgd to 1.761 mgd and decrease the peak month allocation from 6.9 mgd to 6.527 mgd. On September 17, 2024, SWFWMD issued a RAI regarding the application. The deadline for responding to the RAI was extended, and a partial response to the RAI was submitted on February 19, 2025. Additional information, including an impact assessment that states that there the proposed new use withdrawals total 0.455 mgd, was submitted in response to the RAI between March 14 and 21, 2025. The WUP is for landscape/recreation, industrial and commercial, and agricultural uses in Highlands County and is located in the Southern Water Use Caution Area, and Peace River basin.

City of Haines City—Water Use Permit

On July 16, 2024, SWFWMD received a WUP renewal and modification application (No. 8522.013) from the City of Haines City. The modification application requests to renew the permit for a term of twenty years and to increase the total annual average allocation from 5.921 mgd to 14.585 mgd and the peak month allocation from 7.046 mgd to 17.357 mgd. The increase in

allocation is based on updated population and demand projections (including new proposed developments). On August 14, 2024, SWFWMD issued a RAI requesting additional information regarding the proposed developments, a shapefile of the proposed future service area boundary, an impact analysis, groundwater models, an updated water conservation plan, and water level data. The deadline for responding to the RAI was extended to May 11, 2025, and on March 3 and May 6, 2025, the applicant submitted revised public supply surveys and hydrologic information in response to the RAI. The WUP is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and in the Green Swamp and Peace River basins.

Two Creeks Ranch LLC—Water Use Permit

On March 20, 2025, SWFWMD issued notice of agency action issuing a new WUP (No. 21219.000) to Two Creeks Ranch LLC. The WUP authorizes a total annual average allocation of 1.116 mgd and a peak month allocation of 2.010 mgd. Although it is classified as a new WUP, the application documents explain that it is a straight partial transfer from an existing permit with no proposed increase in quantities. The WUP is for agricultural uses in Manatee County and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.

Pulte Home Company, LLC—Water Use Permit

On November 21, 2024, SWFWMD received a WUP modification application (no. 20853.001) from Pulte Home Company, LLC that requests to increase the annual average quantity from 0.113 mgd to 0.538 mgd. On December 19, 2024, SWFWMD issued a RAI requesting additional information regarding the requested demand, associated ERP applications, retaining access for Englewood Water District wetland monitoring sites, and current overpumpage issues. A partial

response to the RAI was submitted on February 19, 2025, and the rest of the RAI response was submitted on April 9, 2025. The permit is for landscape and recreation uses in Sarasota County and is located in the Southern Water Use Caution Area and Manasota basin.

Florida Power & Light Company—Water Use Permit

On January 9, 2025, SWFWMD received a WUP modification application (no. 8420.12) from Florida Power & Light Company that requests to change the use type from agriculture to agriculture, landscape and other (dust control) use, and to increase the total annual average quantity from 1.2665 mgd to 1.29754 mgd. On January 16, 2025, SWFWMD issued an RAI—the deadline for responding to the RAI has been extended to July 15, 2025. The permit is located in Manatee County in the Southern Water Use Caution Area and Manasota basin.

Spanish Trail Land and Cattle Company, LLC—Water Use Permit

On Februaury 27, 2025, SWFWMD received a WUP modification application (no. 9478.011) from Spanish Trail Land and Cattle Company, LLC that requests to reduce the permitted alloocations (from 0.954 mgd to 0.506 mgd annual average), reduce the irrigated acreage by 200 acres, and to add a new mine dewatering use. The new use is for converting a 200-acre hay field area into a reservoir. On March 18, 2025, SWFWMD issued a RAI, and a partial response to the RAI was submitted on March 24, 2025. The permit is located in DeSoto County in the Southern Water Use Caution Area and Peace River basin.

T & T Environmental, LLC—Water Use Permit

On January 23, 2025, SWFWMD received a WUP modification application (no. 3216.013) from T & T Environmental, LLC that requests to increase the total annual average quantity from

0.284 mgd to 0.5 mgd and to change the use crop type from citrus to sod. On January 30, 2025, SWFWMD issued a RAI, and the applicant submitted additional information and supporting documents in response to the RAI throughout April 10 and 24, 2025. The permit is for agricultrual uses and is located in DeSoto County in the Southern Water Use Caution Area and Peace River basin.

Charlotte County Utilities—Water Use Permit

On December 5, 2024, Charlotte County Utilities Department submitted a WUP modification application (WUP No. 08-00129-W) to the South Florida Water Management District ("SFWMD"). The application requests an allocation of 11,680 million gallons per year and 1,167 maximum million gallons per month for public supply use in Charlotte and Lee Counties. The prior version of the WUP authorized an annual allocation of 372 million gallons and a maximum monthly allocation of 93 million gallons. On January 31, 2025, SFWMD issued a RAI to Charlotte County Utilities Department, which included comments from the SWFWMD as well. The deadline for responding to the RAI has been extended to July 30, 2025.