

RESOLUTION No. 16-R09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING THE RELOCATION ADVISORY COMMITTEE FOR FORT PIERCE WASTEWATER TREATMENT PLANT**; SPECIFYING THE PURPOSE OF THE ADVISORY COMMITTEE; COMPOSITION OF THE ADVISORY COMMITTEE; TERMS OF APPOINTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2012 the City of Fort Pierce participated in the Western Peninsula Charrette outlining a vision for the western portion of South Hutchinson Island; and

WHEREAS, suitable and appropriate development or redevelopment of lands comprising the western peninsula of Hutchinson Island would be beneficial to the public health, safety and general welfare; and

WHEREAS, there is currently located on said peninsula a City owned Waste Water Treatment Plant, the relocation of which may, at some time, be determined as necessary and proper, depending upon evaluation of such factors as funding and site availability; and

WHEREAS, there have been certain collaborative discussions between representatives of the City and one or more owners of property on the peninsula wherein various conceptual ideas have been explored for development of the western peninsula that hold potential for the public good or may lead to further productive thinking on how such peninsular lands may be developed or redeveloped so as to promote the common good; and

WHEREAS, the City desires, in the manner provided for by law and considering any applicable deed or title restrictions, to explore alternative development and building strategies so as to promote and encourage lawful use of the property consistent with the public welfare; and

WHEREAS, the City of Fort Pierce wishes to further explore relocation of its Wastewater Treatment Plant and possible development of the western peninsula; and

WHEREAS, the City of Fort Pierce values the knowledge and advice of the public in all aspects of this matter; and

WHEREAS, at the Conference Agenda of February 8, 2016 City Commissioners considered establishing a committee to explore relocation of the Waste Water Treatment Plant and requested that Staff move forward with a Resolution creating an Advisory Committee; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA

Section 1. There is hereby created a Relocation Advisory Committee for the Fort Pierce Wastewater Treatment Plant located on the western peninsula of South Hutchinson Island.

Section 2. The purpose of the Relocation Advisory Committee includes, but is not limited to the following:

1. to study all aspects of relocation and report back to the Commission with recommendations to gather and examine facts regarding all facets of relocation including:
 - a) Estimates of relocation expenses involved.
 - b) Technical data regarding capacity, mechanics of relocation.
 - c) Reviewing and recommending possible sites for relocation and evaluating each.
 - d) Exploring funding mechanisms.

e) Preparing written quarterly reports to the Commission regarding its progress.

2. The actions, recommendations and reports of the Committee shall not be final or binding on the City Commission, but shall be advisory only.

Section 3. The City Commissioners shall each appoint one (1) representative; additionally the County and Fort Pierce Utility Authority (FPUA) shall each appoint one (1) representative for a total of seven (7) members.

Section 4. The committee members shall select a chair and vice chair at the first Committee meeting and be governed by Parliamentary procedures. All meetings shall be noticed and conducted in conformance with the Florida law, including but not limited to, Public Records, Sunshine, Financial Disclosure and Ethics. The Advisory Board shall establish a monthly meeting schedule at their first meeting. The City shall provide staff assistance to the Committee and provide such assistance as may be necessary to the function and duties of the Committee.

Section 5. Each committee member will be selected for a two (2) year appointment. Thereafter, each member may be reappointed to an additional term. All committee members serve at the pleasure of the City Commission. Vacancies on the board shall be filled by the City Commission in the normal manner. Appointments to fill a vacancy for any unexpired member term shall be limited to the unexpired term of such vacancy.

Section 6. A Committee member may be automatically removed from service at such time as the members' absences exceed twenty five (25) percent of all scheduled Committee meetings within a given year, unless the Committee by majority vote plus one (1), waives an absence by finding that that unusual circumstances exist which warrant a waiver. The Committee chair shall notify the City Clerk when a member's absence has exceeded fifteen (15) percent of the scheduled meetings held. At that time the City Clerk shall give notice to the Committee member that automatic removal will occur at such times as unexcused absences exceed twenty five (25) percent of all meetings in a given year.

Section 7. This Resolution shall take effect immediately upon its adoption.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 21st day of March, 2016.

Attest:

Linda Hudson, Mayor Commissioner

Linda W. Cox, City Clerk
(CITY SEAL)

Approved as to form

Robert V. Schwerer, City Attorney

St. Lucie County Utilities

*Presentation to Relocation Advisory
Committee for the Fort Pierce Wastewater
Treatment Plant*

July 6, 2016



Improving the quality of life in our community

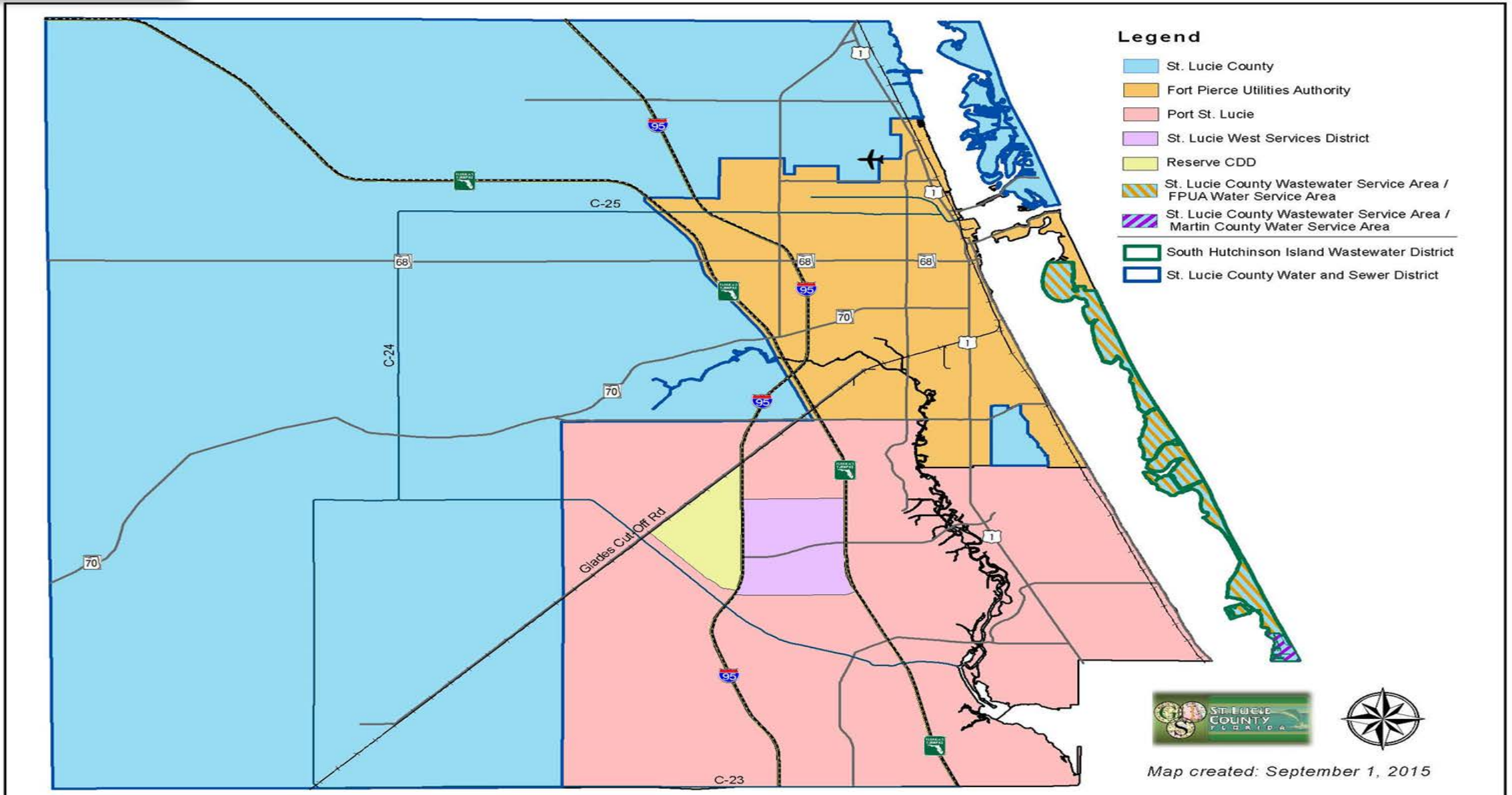


Goals and Objectives

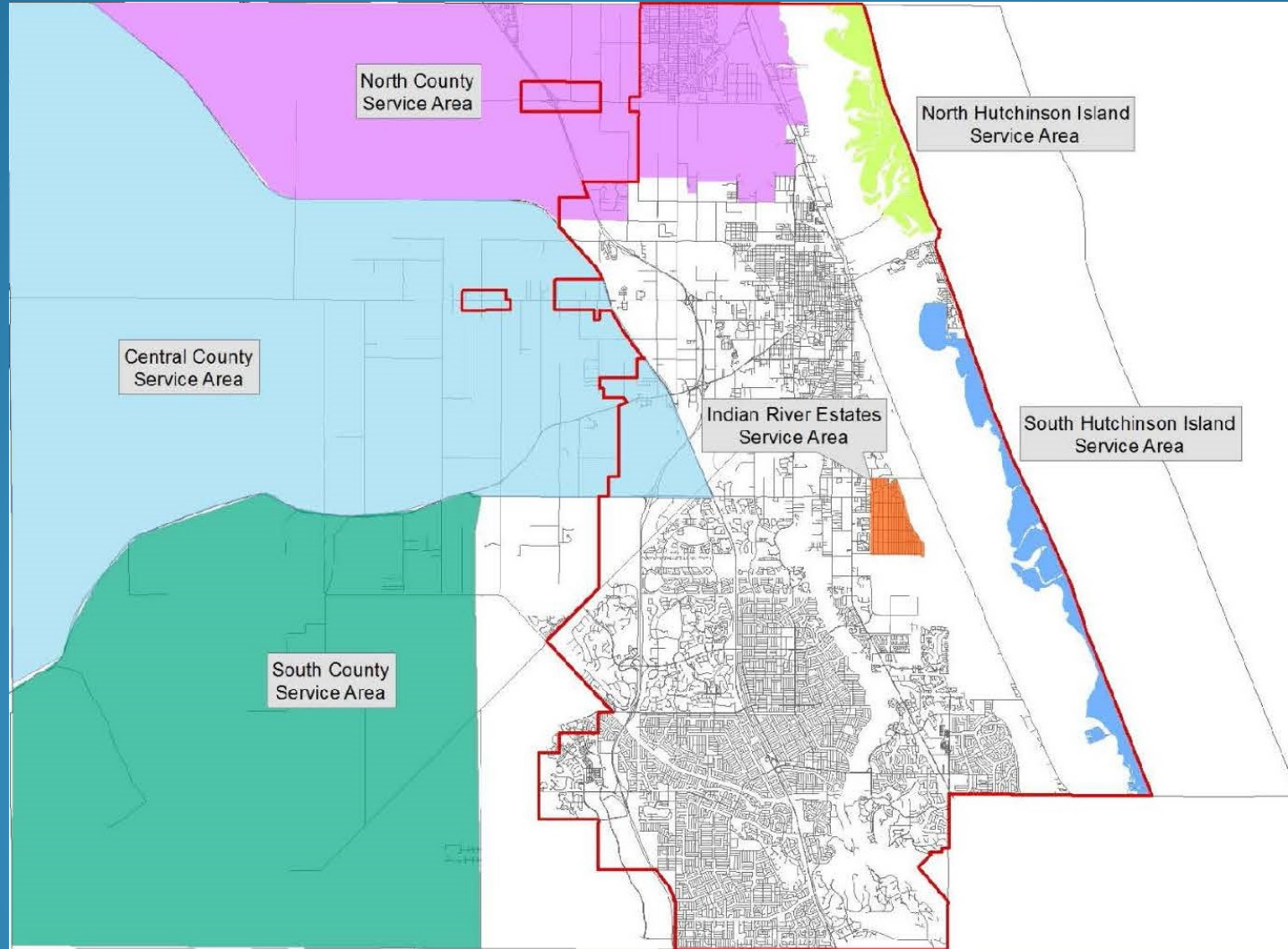
- Overall and individual service areas
- Existing systems
- Current WWTF capacities and flows
- Future projections



St. Lucie County Utility Service Areas



SLCU Service Areas





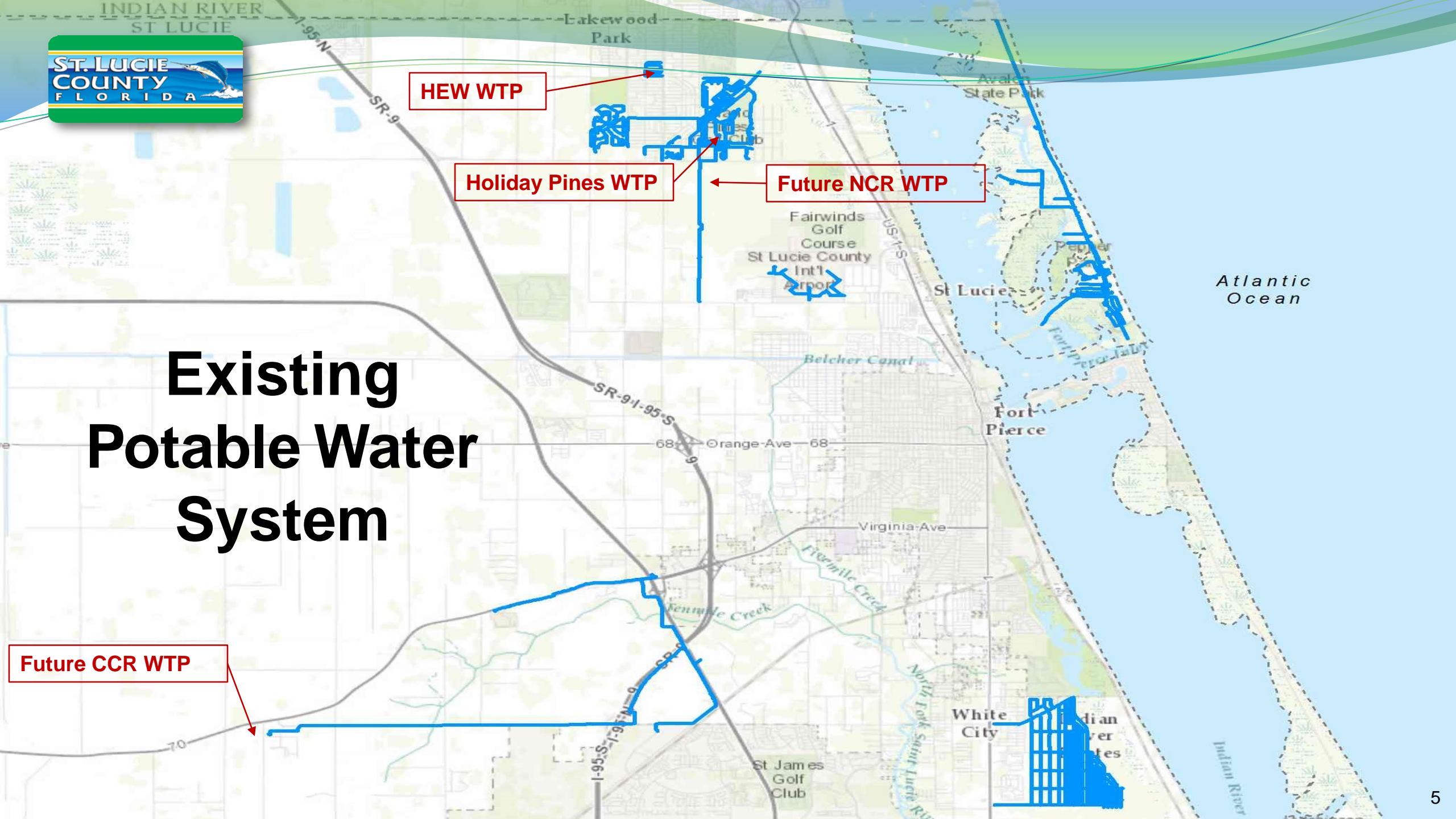
Existing Potable Water System

HEW WTP

Holiday Pines WTP

Future NCR WTP

Future CCR WTP





HEW WWTF

Holiday Pines WWTF

Future NCR WWTF

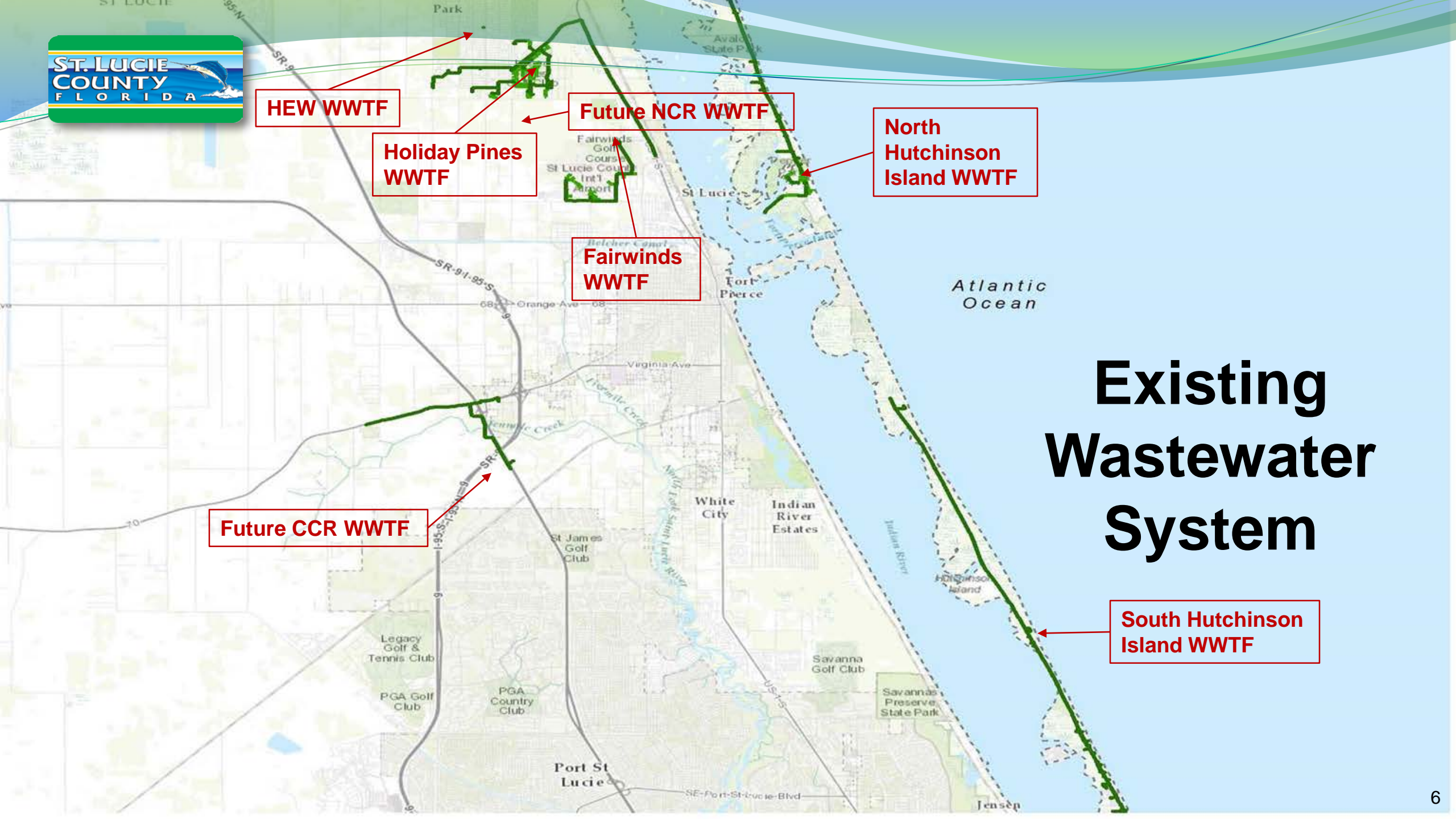
Fairwinds WWTF

North Hutchinson Island WWTF

Future CCR WWTF

South Hutchinson Island WWTF

Existing Wastewater System



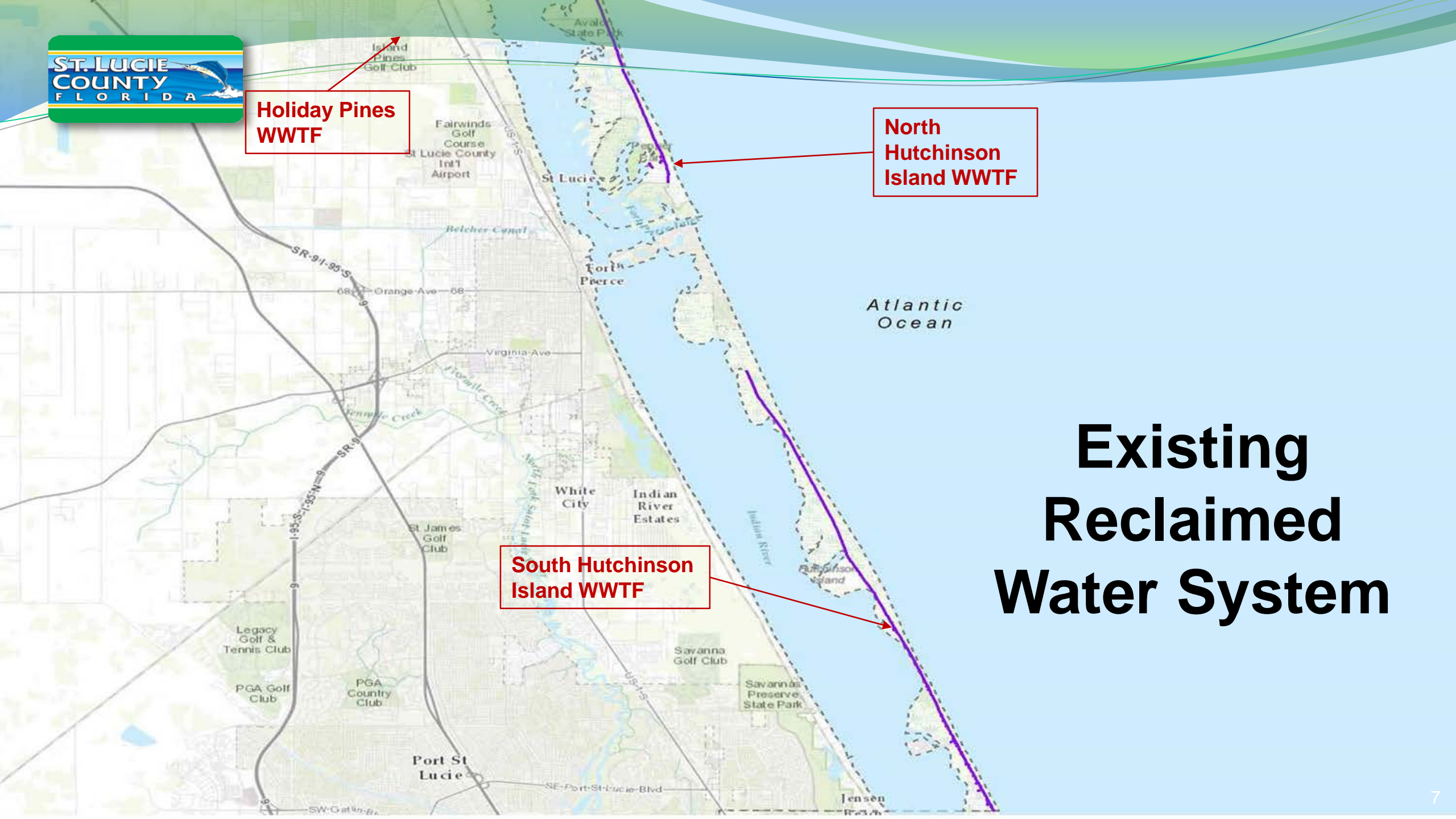


Holiday Pines WWTF

North Hutchinson Island WWTF

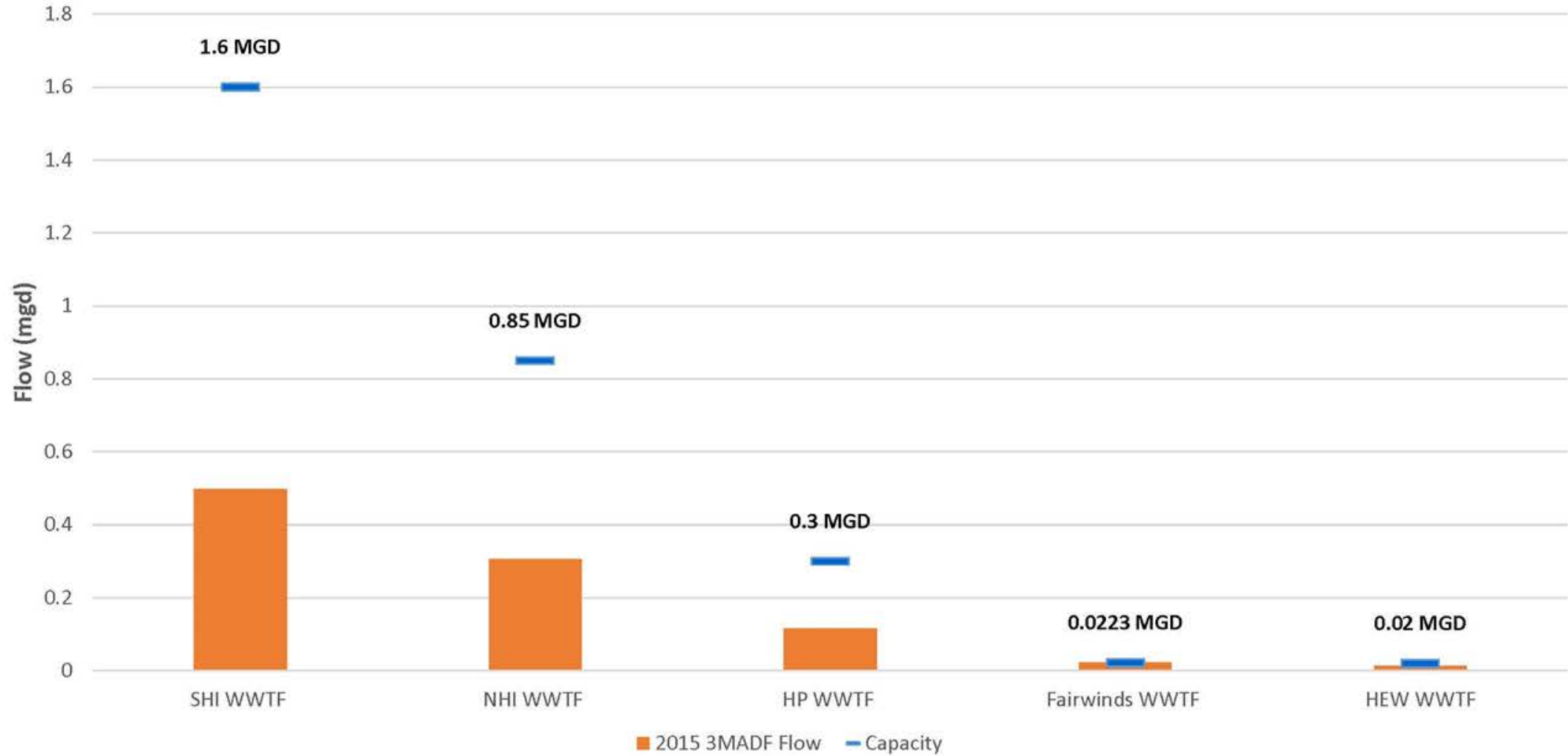
South Hutchinson Island WWTF

Existing Reclaimed Water System





SLCU Existing WWTF Capacities vs. 2015 Flows



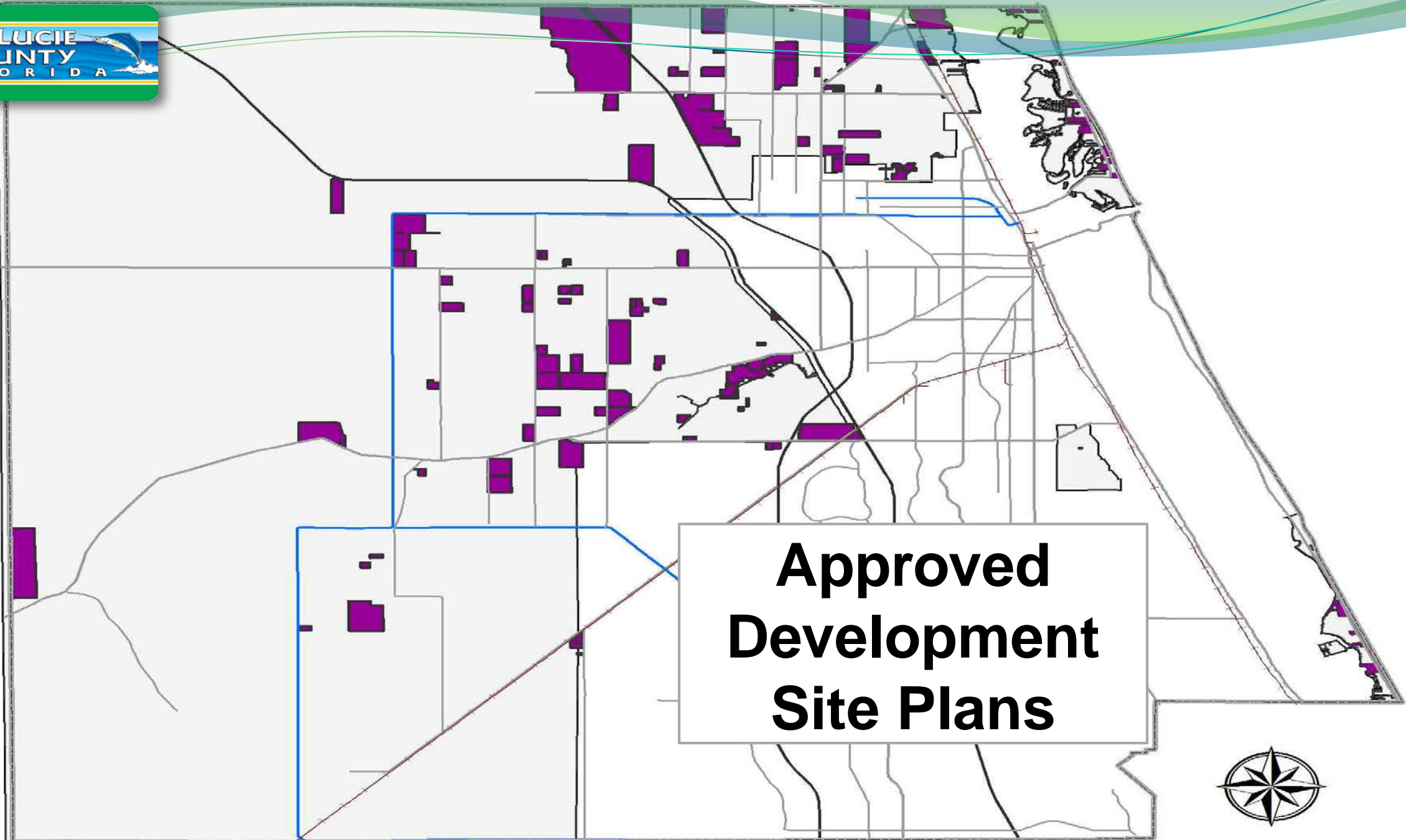


Population Projections

- Coordinated with SLC Planning & Development Svcs. Department
- Traffic Analysis Zone projections developed by Treasure Coast MPO used
- Data compared to Medium BEBR
- Projections adjusted to include active future developments

St. Lucie County Service Areas – Population Projections

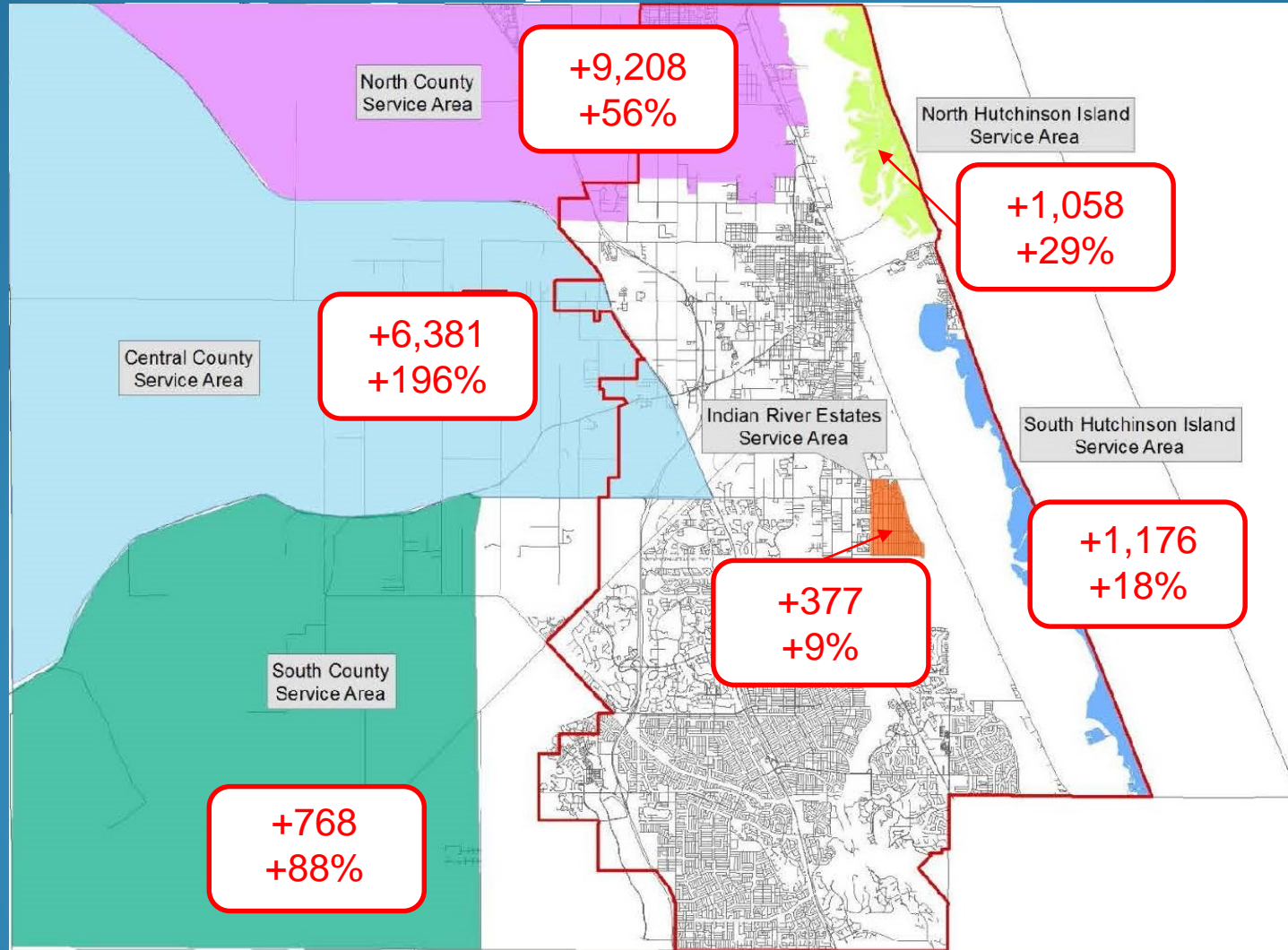
	2015	2020	2030	2040
North County Service Area	16,476	18,710	22,194	25,684
Central County Service Area	3,247	4,020	6,559	9,628
South County Service Area	869	1,022	1,330	1,637
North Hutchinson Island Service Area	3,629	3,841	4,263	4,687
South Hutchinson Island Service Area	9,216	9,551	10,222	10,892
Indian River Estates Service Area	4,291	4,368	4,518	4,668
Total	37,728	41,512	49,086	57,196



**Approved
Development
Site Plans**

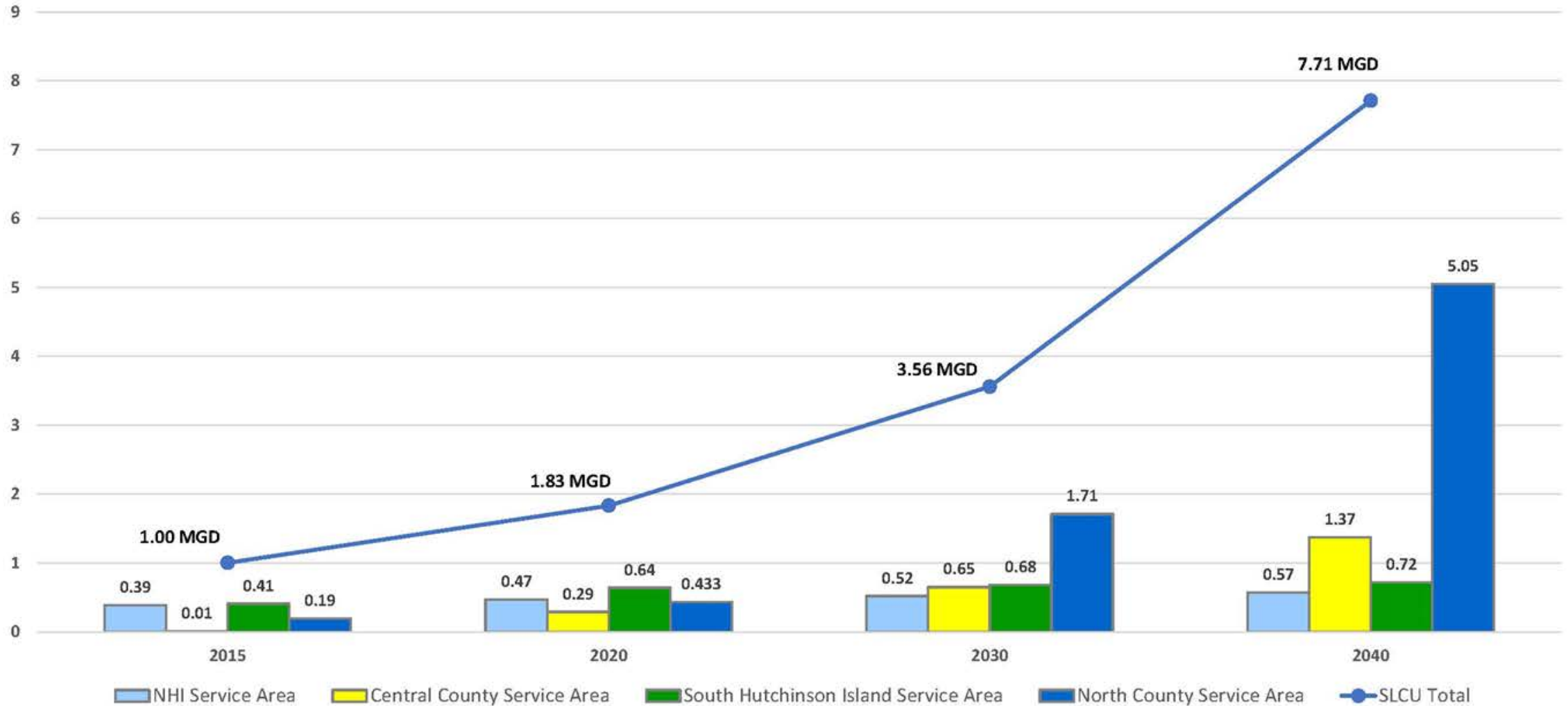


25 Year Population Growth





Projected Wastewater Average Daily Flow



*Includes acquisition of private utilities and wastewater expansion programs.



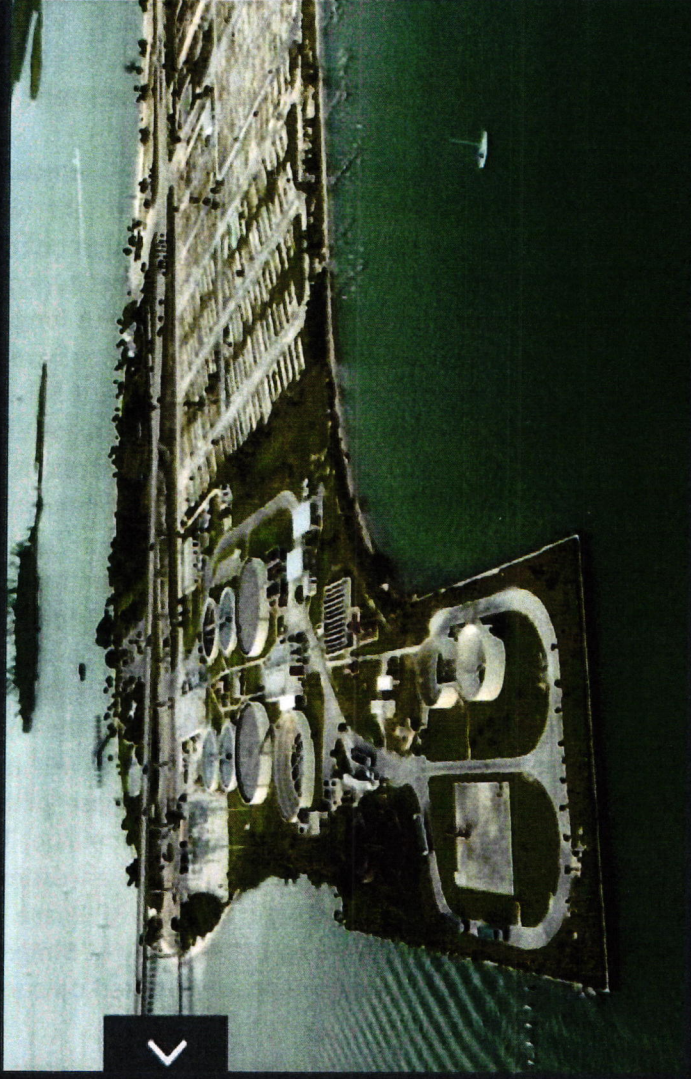
Thank You

St. Lucie County Utilities Mission:

Improve the quality of life in our community by providing safe, reliable, and environmentally responsible water, wastewater, and reclaimed water service to our customers at a fair and reasonable cost and with the best customer experience possible.

WASTEWATER TREATMENT PLANT

403 SEAWAY DRIVE

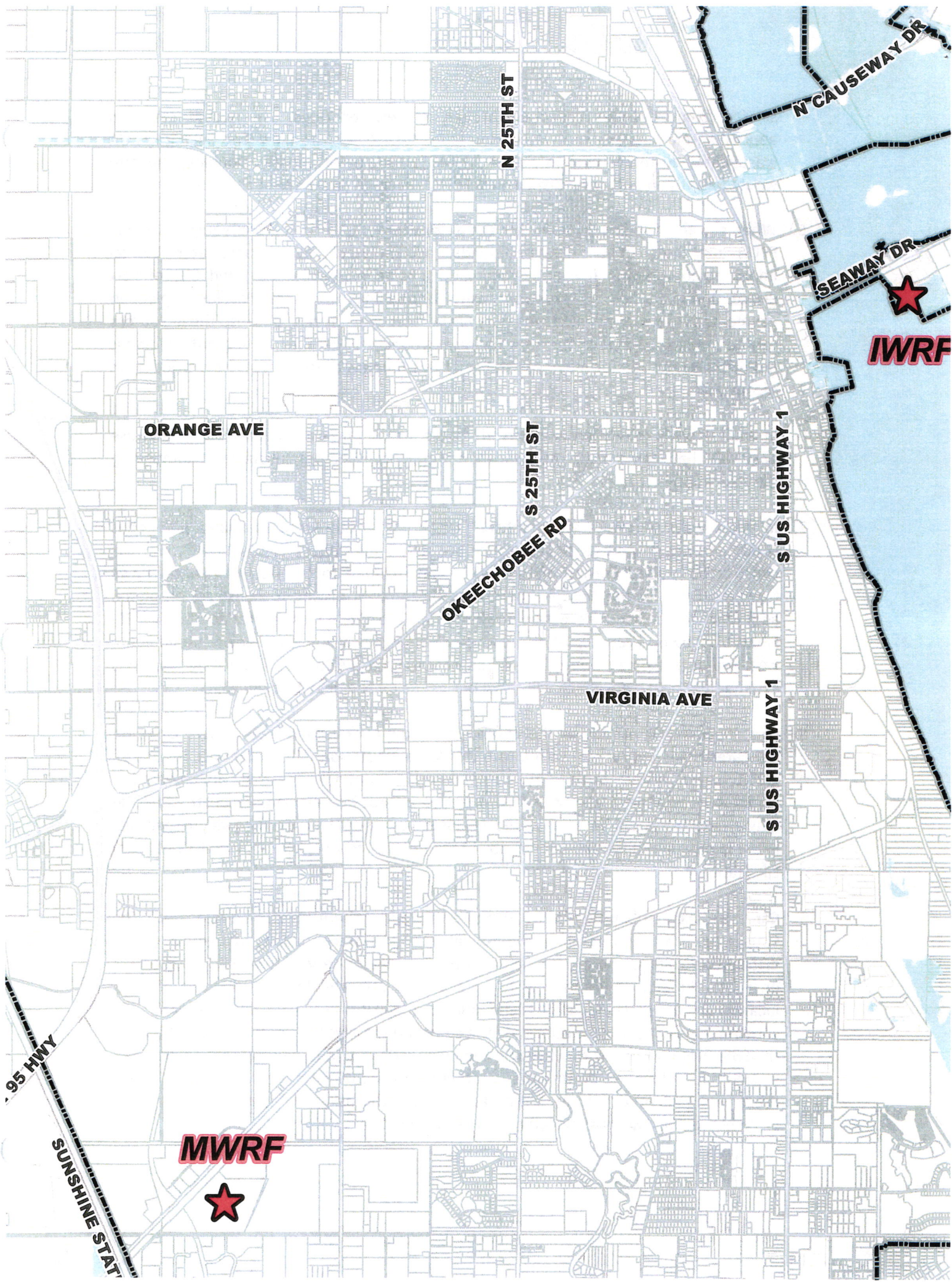


Q&A on FPUA Wastewater Treatment Plant Relocation

- 1. What options are there for relocating FPUA's wastewater plant?** FPUA has thoroughly evaluated several proposals for relocating the wastewater plant. These include public/private partnerships for upscale development on the plant site, utilization of Port St. Lucie's excess wastewater treatment capacity, constructing a plant jointly with St. Lucie County, and financing the relocation with long-term revenue bonds. All of these options required substantial wastewater rate increases in the range of 85 to 100 percent. FPUA does own a 25-acre site west of Selvitz Road and east of the Turnpike that is the planned location for a wastewater plant with sufficient capacity to serve the City of Fort Pierce well into the future. Most options to relocate the plant would likely involve utilization of this site for the relocated capacity (see item 5 below).
- 2. How expensive would it be to relocate the plant and how long would it take to do it?** Relocating FPUA's 10 million gallons per day (mgd) Island Water Reclamation Facility (IWRf) to FPUA's mainland site is estimated to cost \$103 million. If the funds were available today and the project was pursued immediately, it would take at least three years to complete the relocation and demolish the IWRf. If the relocation is postponed until the time when the 10 mgd capacity of the IWRf is close to being reached, FPUA will be required to construct the first 5 mgd phase of the Mainland Water Reclamation Facility (MWRF) at an estimated cost of \$81 million. The cost of relocating the 10 mgd capacity of the IWRf would be reduced to an estimated \$82 million if it is pursued coincident with or after completion of MWRF Phase 1. This is the cost of adding 10 mgd capacity to the MWRF Phase 1 capacity of 5 mgd. The time frame for needing the MWRF Phase 1 capacity is 2027 to 2030, based on current growth projections in FPUA's wastewater service area.
- 3. How reliable are the IWRf relocation cost estimates?** Estimates for constructing various phases of the MWRF are based on very detailed estimates prepared by CH2M Hill, the engineering firm that designed the IWRf and Phase 1 of the MWRF. The estimates were prepared in 2008 and have not been updated, but it is not likely that construction costs have decreased over the past six years. On the contrary, those costs have likely increased. Estimates for demolition of the IWRf and abandonment of the IWRf deep injection well were also prepared by CH2M Hill in 2008. Estimates for the additional force mains and pumping facilities needed to reroute wastewater to the MWRF were prepared by FPUA staff and are based on experience with similar completed projects. The combined estimate for relocation is a reliable estimate based on the best information available. It does incorporate a 14% contingency, which is appropriate for a project of this magnitude and considering that there would be some escalation in construction costs since 2008.
- 4. If FPUA proceeded with relocation of the IWRf to the mainland today without any outside funding, what would be the effect on rates for FPUA's wastewater customers?** If FPUA proceeded immediately with this project without financial assistance, it would require a loan or a bond issue to finance the entire project and then paying the debt

service from revenues collected through wastewater rates. This would result in approximately doubling the wastewater rates for FPUA customers. The average FPUA wastewater customer currently pays \$47.46 a month for service. Doubling the rate would raise the monthly service cost for FPUA's average customer to about \$95.

5. **What are the funding options for the relocation?** Realistic funding sources include FPUA loans or utility revenue bonds, accumulated FPUA wastewater Capital Improvement Charges (currently minimal), developer contributions, and City of Fort Pierce bonds backed by property taxes. Depending on future developer pledged payments or developer paid taxes puts FPUA ratepayers at risk, because those sources can disappear if the developer has financial troubles. Federal or state grant funding is not a realistic option for major assistance at this time, as those sources have dried up in recent years.
6. **In what ways is relocation impractical?** There are no physical, engineering or land use obstacles that would make the relocation impractical. The only obstacle to completing the relocation is cost.
7. **In what ways is relocation practical?** FPUA has a site for a mainland plant, has completed design and specifications for the first 5 mgd phase of the MWRF, and has constructed a good portion of the force mains needed to redirect wastewater flows from the IWRF to the MWRF. There is sufficient right-of-way to construct all of the additional force mains necessary for rerouting the City's wastewater to the MWRF. FPUA also owns property at the corner of Orange Avenue and Jenkins Road for a wastewater pumping station that will be necessary in the future. The MWRF design is expandable to 30 mgd, which will serve our needs for the next 30 to 50 years.
8. **Can the pumping station at the corner of Backus Avenue and Indian River Drive be relocated?** It is impractical to relocate this large lift station (Lift Station A). The entire gravity sewer system of the City is routed to Lift Station A. These gravity sewers are constructed at a slope and their flow direction cannot be reversed. Reconstructing the gravity sewer system to a relocated Lift Station A would be prohibitively expensive. FPUA is pursuing different odor control technologies to mitigate odor emissions from Lift Station A.
9. **Can the electric substation in the northwest corner of the IWRF site be relocated?** The Causeway Substation reduces the 69 kilovolt (kV) transmission voltage to 13 kV distribution voltage and is essential for providing electric service to all FPUA customers on South Hutchinson Island. It is not practical to relocate this substation to another location on South Hutchinson Island due to the extremely high cost involved. The construction cost alone for relocating the substation to Jaycee Park is estimated to be in the \$55 million range. With surveying and engineering design, the total cost would likely exceed \$60 million. Relocating the substation to the mainland (e.g., north of Moore's Creek and east of 2nd Street) would accomplish little as far as aesthetics and would probably cost as much as relocating it to Jaycee Park.



N CAUSEWAY DR

N 25TH ST

SEAWAY DR

IWRP

ORANGE AVE

S 25TH ST

OKEECHOBEE RD

S US HIGHWAY 1

VIRGINIA AVE

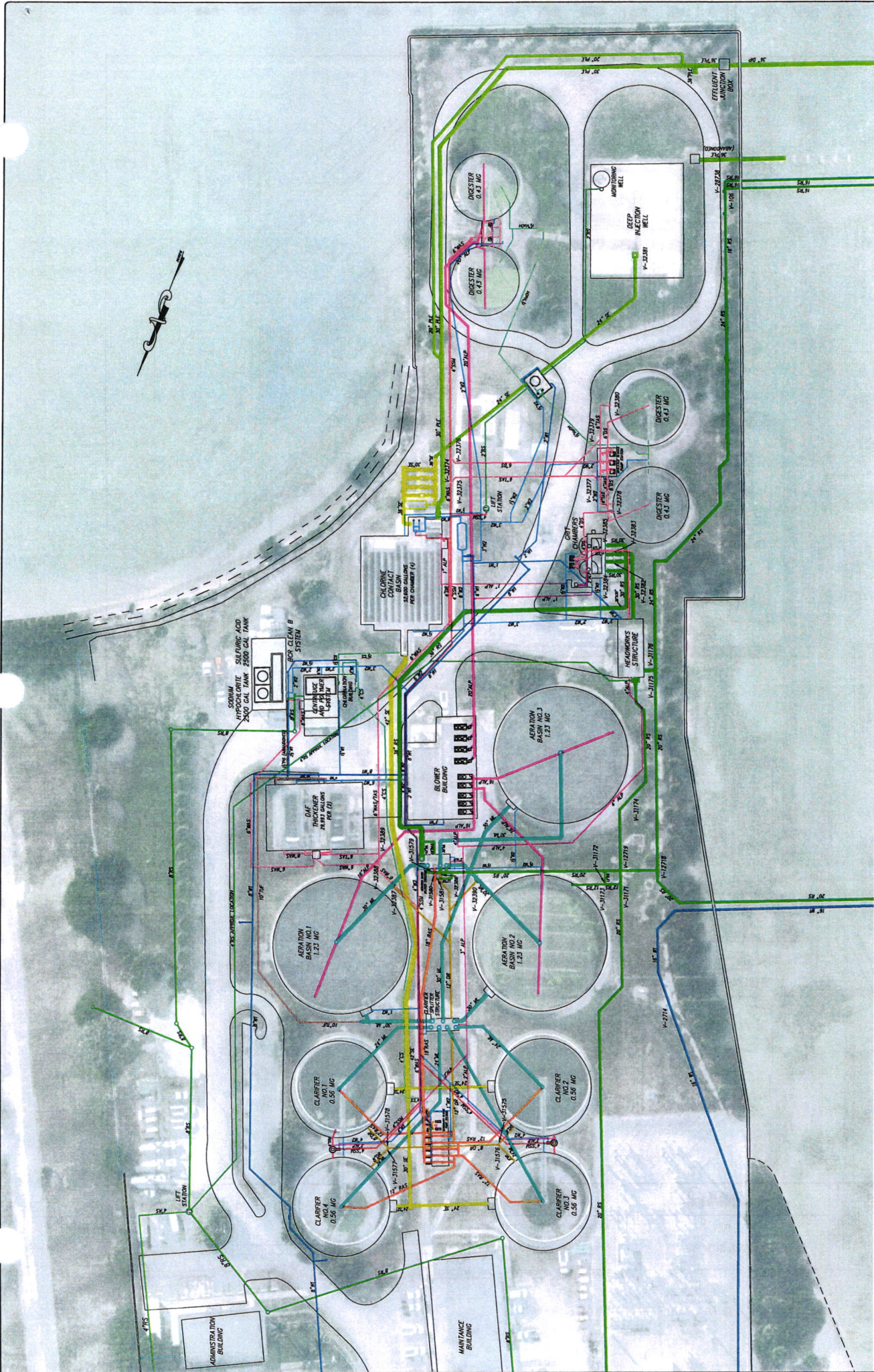
S US HIGHWAY 1

95 HWY

SUNSHINE ST

MWRP





NOTES
 1. REFER TO THE GENERAL NOTES AND SPECIFICATIONS FOR A COMPLETE LIST OF MATERIALS AND WORKMANSHIP REQUIREMENTS.
 2. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.



PROJECT INFORMATION

PROJECT NO.	DATE
CLIENT	DESIGNER
CONTRACT NO.	PROJECT NAME
PROJECT LOCATION	PROJECT TYPE
PROJECT STATUS	PROJECT PHASE

WATER REGULATION PLANT PIPING

LEGEND

	AIR LOW PRESSURE PROCESS-AP		PLANT EFFLUENT-PE		90° BEND		VALVE
	CHLORINE SOLUTION-CS		RETURN ACTIVATED SLUDGE-RAS		45° BEND		HYDRANT
	DRAIN (PROCESS)-DR		SECONDARY EFFLUENT-SE		22° BEND		MANHOLE
	MIXED LIQUOR-ML		SECONDARY SEWAGE-SSM		VERTICAL BEND		TEE
	SODIUM HYDROXIDE-NOH		THICKENER UNDERFLOW-TUF		WYE		CAP
	NO. 1 WATER (POTABLE)-W1		WASTE ACTIVATED SLUDGE-WAS				
	NO. 2 WATER (NON-POTABLE)-W2						

VALVE TABLE

NO.	SIZE	TYPE	TURNS
31525	8"		
31576	8"		
31577	8"		
31578	8"		
32376	6"		
32377	6"		
32378	6"		
32379	6"		
32380	6"		
32379	6"		
32381	24"		

VALVE TABLE

NO.	SIZE	TYPE	TURNS
32383	30"	KNIFE	
31581	12"	KNIFE	
31580	18"		
31579	18"		
32376	6"		
32377	6"		
32378	6"		
32379	6"		
32380	12"		
32381	6"		
32382	30"	KNIFE	

VALVE TABLE

NO.	SIZE	TYPE	TURNS
106	16"	FLUG	
28238	16"	FLUG	
31776	24"	KNIFE	
31775	20"	KNIFE	
12718	20"	BUTTERFLY	
12719	20"	KNIFE	
31772	12"		
31773	12"		
31774	20"	KNIFE	
32384	30"	KNIFE	
32382	30"	KNIFE	

Permitted, Utilized and Excess Capacities FPUA Water Treatment Plant and Water Reclamation Facility- FY2015

Water Treatment Plant

WTP Firm Permitted capacity (lime softening treatment process):	12.99 mgd
WTP Firm Permitted capacity (RO Process)	6.00 mgd
WTP RO extra capacity (no emergency backup)	4.33 mgd
Total Firm	18.99 mgd

SFWMD Water Use Permit Allocations

- Floridan Wells (Max. Monthly Allocation)	15.60 mgd
- Surficial (Max. Monthly Allocation)	8.11 mgd
Total	23.71 mgd

Maximum day demand (FY 2015): (May 19, 2015) **9.29** mgd

Current excess treatment capacity 9.70 mgd

Current excess production capacity (assuming we can pump max monthly allocation) 14.42 mgd

Current outstanding commitments in FPUA service area **2.32** mgd

Excess Capacity after Commitments fulfilled 7.38 mgd

Using conservative figure of 300 gpd/ERC & max day factor of 1.35= 405.00 gpd/ERC

Excess capacity converted to ERCs (7.38 mgd/405gpd/ERC)= **18,222 ERCs**

Water Reclamation Facility

<u>Capacity Category</u>	<u>Permitted</u>	<u>2015 Flow</u>	<u>Outstanding</u>	<u>% Utilized</u>	<u>Available</u>
	(mgd)	(mgd)	Commitments (mgd)		(mgd)
Average Daily Flow	10.0	3.69	1.46	51.50%	4.85
Max. 3-Month ADF	11.5	4.45	1.78	54.18%	5.27
Maximum Month ADF (Aug 2015)	12.0	4.89	1.90	56.57%	5.21

Factors of 1.22 for Max TMADF & 1.30 for MMADF were used to adjust Outstanding Commitments

Using conservative figure of 240 gpd/ERC & TMADF factor of 1.22 293 gpd/ERC

Excess capacity converted to ERCs (5.27 mgd/293 gpd/ERC)= **17,982 ERCs**

updated data=

**FPUA Mainland Water Reclamation Facility Cost Comparison
 Immediate Relocation vs Relocating After FPUA Builds First Phase**

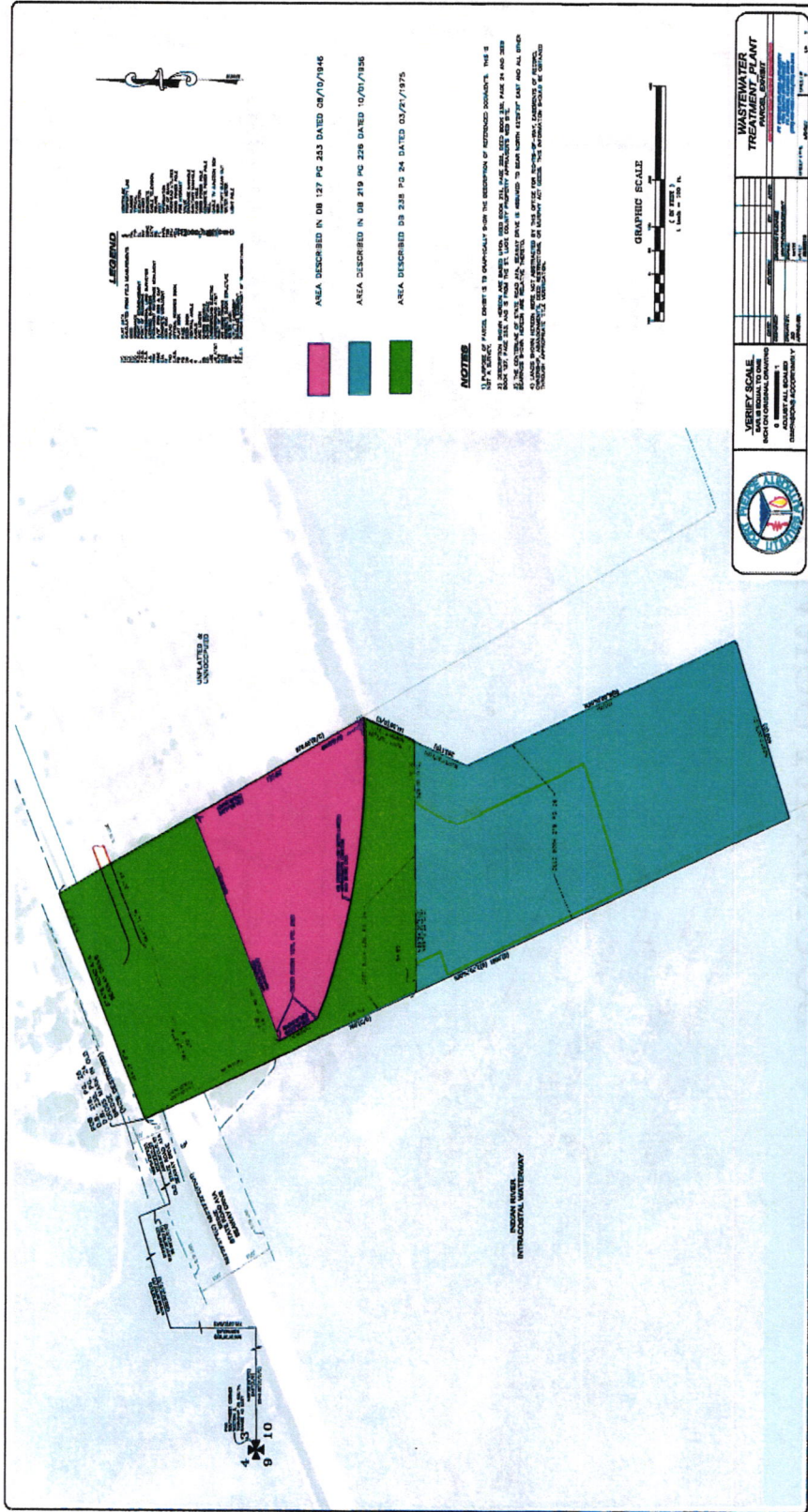
Immediate Relocation Costs

Item	Estimate
Force Main Projects	\$9,916,000
Lift Station Projects	\$2,420,000
Demolition at IWRF	\$3,475,000
10 mgd MWRF	\$86,831,052
Total	\$102,642,052

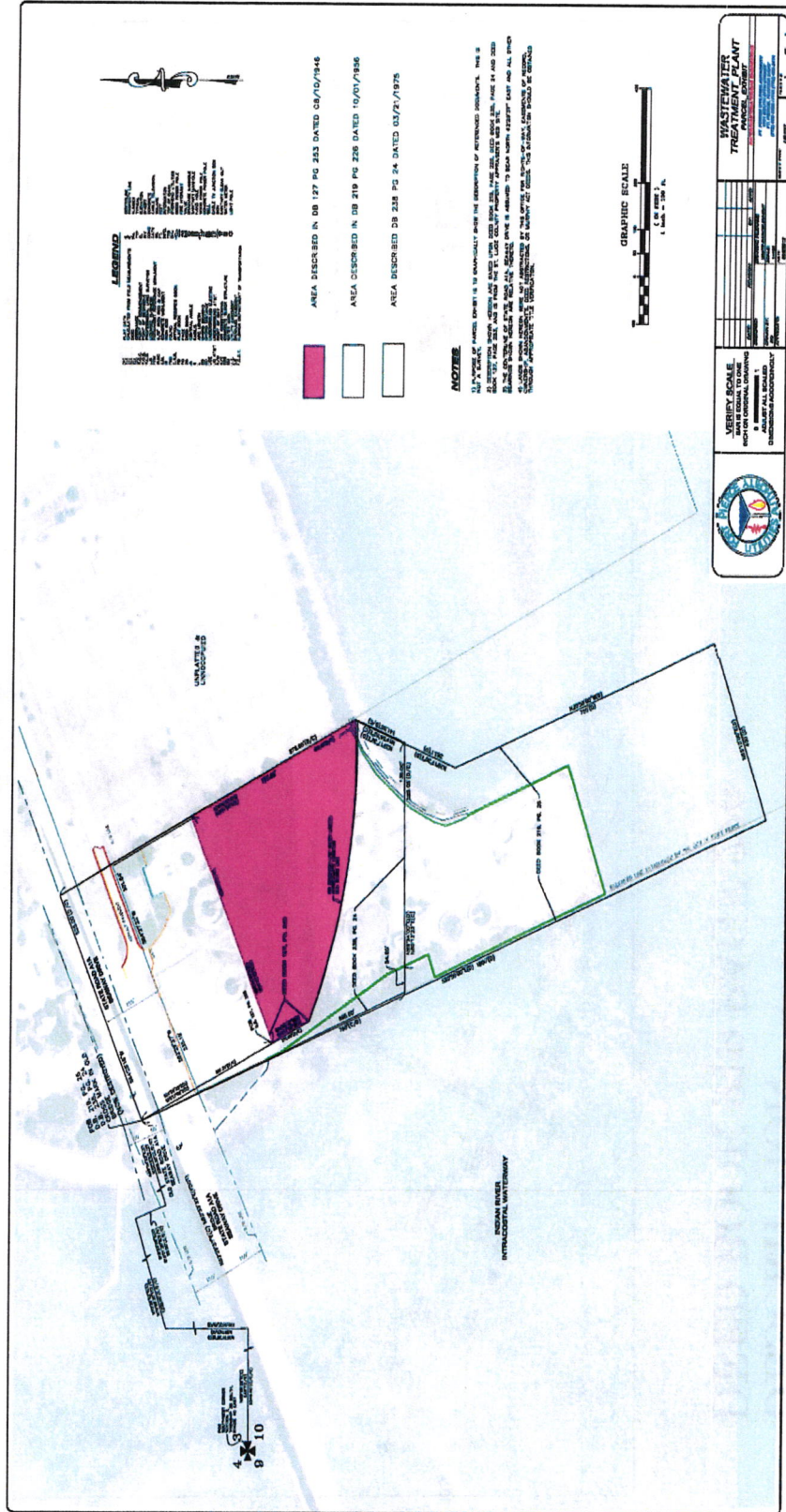
Relocation Costs After Phase 1

Item	Estimate
Force Main Projects	\$9,916,000
Lift Station Projects	\$2,120,000
5 mgd MWRF	\$68,402,268
Total for 5 mgd	\$80,438,268
Additional 10 mgd	\$78,063,876
Demolition at IWRF	\$3,475,000
IWRF Lift Station	\$300,000
Total Additional	\$81,838,876

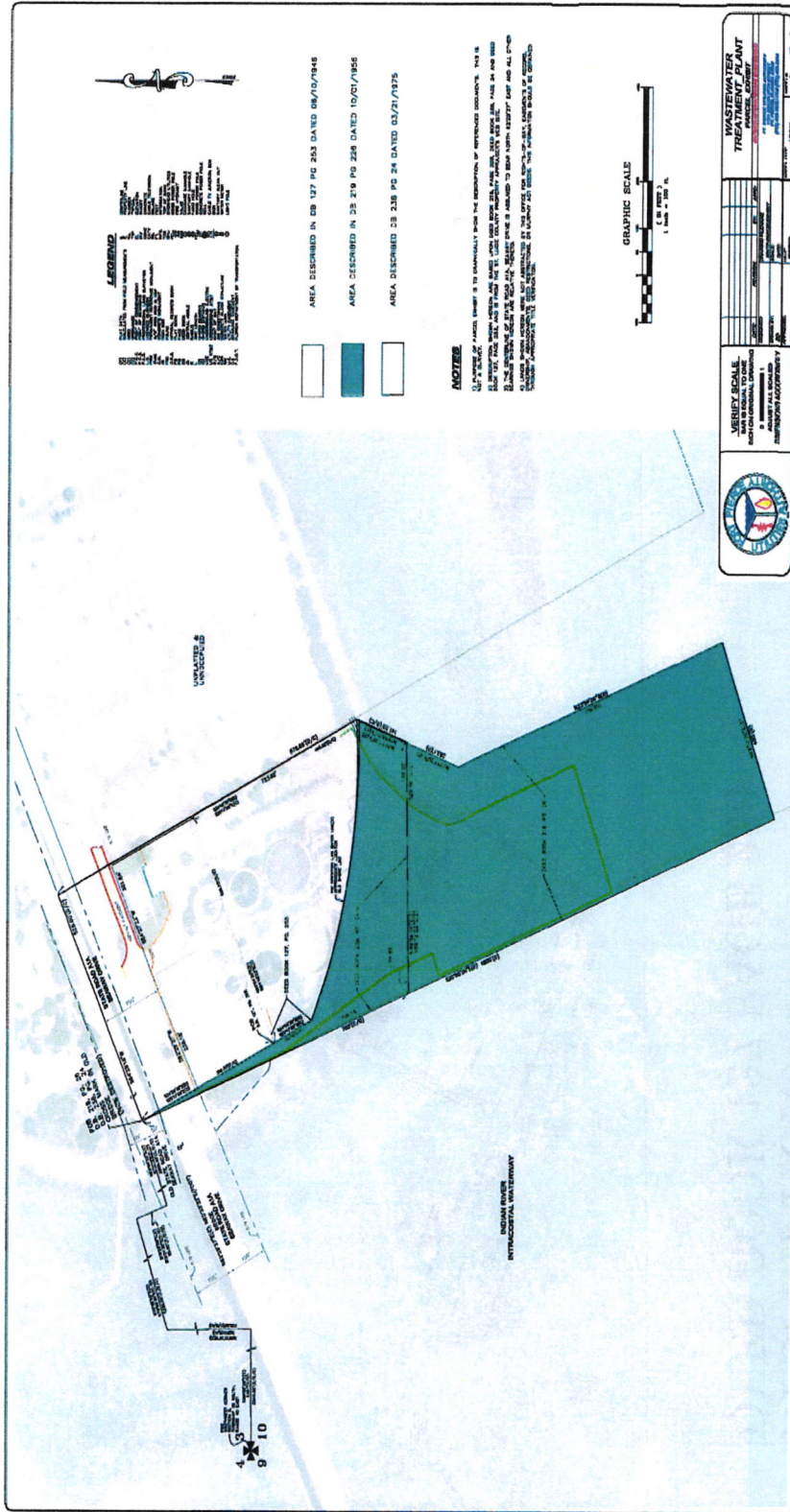
PARCELS DESCRIBED IN 1946, 1956 AND 1975 DEEDS



DESCRIPTION DEED BOOK 127 PAGE 253



DESCRIPTION DEED BOOK 219 PAGE 226



AERIAL IMAGES

1952



1958

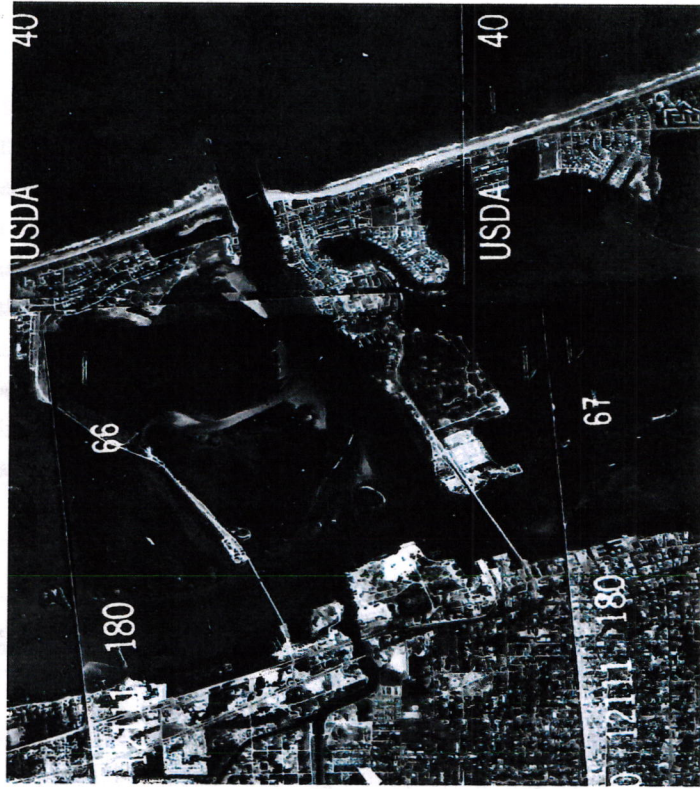


AERIAL IMAGES

1970



1977



Internal Improvement Fund, State of Florida

BOOK 127 PAGE 253

DEED NO. 19176.

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Section 253.12 Florida Statutes, 1941, and according to the provisions and procedure provided for in Section 253.13, Florida Statutes, 1941, and for and in consideration of the sum of ten & 00/100 (\$10.00) and other valuable considerations Dollars, to them in hand paid by Fort Pierce Inlet District, a public taxing corporation, whose Post Office Address is Fort Pierce,

St. Lucie County, Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said Fort Pierce Inlet District and its successors and assigns, forever, the following described lands, to-wit:

Commencing at the Southwest Corner of Section 3, Township 35 South, Range 40 East, and run East 2,240.0 feet;

thence, run North 720.0 feet;

thence, run North 70° 58½' East 1200.0 feet;

thence, run South 19° 01½' East 35.0 feet, to a point in center of Causeway Bridge;

thence, run North 70° 16' East 2009.5 feet to a point; said point being in center of Bridge at East End of West Bridge. Run

thence, South 24° 55½' East 386.3 feet for a point of beginning; run

thence, North 65° 04½' East for a distance of 525.0 feet to a point; run

thence, South, 24° 55½' East 490.0 feet to a point on low water edge of Indian River; run

thence, in Northwest direction paralleling the low water line of river to a point which is 110 feet Southeast of beginning; run

thence, North 24° 55½' West 110 feet to point of beginning.

Containing 3.94 acres, more or less, and being in Section 2, Township 35 South, Range 40 East, St. Lucie County, Florida.

(The above described land is to be used for public purposes only.)

BOOK 127 PAGE 254

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them by Section 253.12, Florida Statutes, 1941, unto the said

Fort Pierce Inlet District, a public taxing corporation
and its successors
here and assigns, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate, minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA, to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 10th day of August, A. D. Nineteen Hundred and Forty-Six



[Signature] (SEAL)
Governor.
[Signature] (SEAL)
Comptroller.
[Signature] (SEAL)
Treasurer.

Attorney-General. (SEAL)
[Signature] (SEAL)
Commissioner of Agriculture.

7446
FILED



Clerk File No. 7446 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on
the 16th Day of Aug A.D.
1946 at 9:09 o'clock A.M. and
recorded in Dec 16 Book
No. 127 pages 253-254 and
record verified. W. R. LOTT, Clerk
Circuit Court, St. Lucie County, Florida
[Signature] S.S.



TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 21183



KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One and 00/100 Dollars, and other good and valuable considerations, to them in hand paid by the CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, described as follows:

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North $70^{\circ} 58\frac{1}{2}'$ East, 1200 feet; thence South $19^{\circ} 01\frac{1}{2}'$ East, 85 feet to a point in the center of Causeway Bridge; thence North $70^{\circ} 16'$ East, 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge, and the Point of Beginning of the lands herein described; From said Point of Beginning run South $20^{\circ} 50'$ East, 1800 feet to a point in Indian River; thence North $69^{\circ} 10'$ East, 400 feet; thence North $20^{\circ} 50'$ West, 750 feet; thence North $20^{\circ} 17\frac{1}{2}'$ East, 283.1 feet to a point on the original shore line of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, Page 253, St. Lucie County, Florida, Public Records; thence, meandering the low water edge of the original southerly shore of Causeway Island, run Northwesterly to a point which bears South $24^{\circ} 55\frac{1}{2}'$ East at a distance of 496.3 feet from the Point of Beginning; thence North $24^{\circ} 55\frac{1}{2}'$ West, 496.3 feet to the Point of Beginning; excepting therefrom existing right-of-way for State Road A-1-A; containing 13.0 acres, more or less.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

BOOK 219 PAGE 227

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th, day of April, A. D. 1956.



Internal Improvement Fund



Department of Agriculture

LeRoy Collins (SEAL)
Governor

Ray E. Dean (SEAL)
Comptroller

Edwin Larson (SEAL)
Treasurer

Richard B. Fawcett (SEAL)
Attorney General

W. C. Baggett (SEAL)
Commissioner of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Book File No. 51935 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
13 Day of October, A. D.
1956 at 10:15 o'clock A.M. and
recorded in Book
No. 219 pages 226-227 and
record verified.

Indorsed

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By W. C. Baggett D. C.



304865

DEED

THIS DEED made and executed the 21st day of March 1975 by FORT PIERCE PORT AND AIRPORT AUTHORITY, a special taxing district existing under the laws of Florida, hereinafter called the grantor, to CITY OF FORT PIERCE, a municipal corporation existing under the laws of Florida, for the use and benefit of the Ft. Pierce Utilities Authority, whose post office address is 500 Boston Avenue, Fort Pierce, Florida 33450, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, its successors and assigns, all that certain land situate in St. Lucie County, Florida, viz:

2402 - 244 - 0001 - 000 / 7
2402 - 323 - 0003 - 000 / 0

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North 70°58½' East 1200 feet; thence South 19°01½' East, 85 feet to a point in the center of Causeway Bridge; thence North 70°16' East 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge and the point of beginning of the lands herein described: From said point of beginning run South 20°50' East 760 feet to a point; thence North 89°34'00" East 526.06 feet to a point; thence North 20°17'30" East 141.55 feet to a point on the original shoreline of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, page 253, St. Lucie County, Florida Public Records; thence North 24°55'30" West 878.66 feet to a point; thence South 64°50' West 525.0 feet to the point of beginning, excepting therefrom the existing right of way for State Road 1A. Together with all accreted lands lying westerly of the west line of the above described parcel.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Stamps 30
Ante 15

BOOK 238 PAGE 24



THIS INSTRUMENT WAS PREPARED BY HALPH B. WILSON, ST. LUCIE COUNTY COURTHOUSE, FT. PIERCE, FLORIDA

TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, title thereto shall revert to the grantor.

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

FORT PIERCE PORT AND AIRPORT AUTHORITY

By George D. Price
Chairman

ATTEST:

Roger Poitras
Secretary

Signed, sealed and delivered

in the presence of:

Josephine B. Rice
Miriam A. Quinn



STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE D. PRICE and ROGER POITRAS, well known to me to be the Chairman and Secretary respectively of the District named as grantor in the foregoing deed, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said District and that the seal affixed thereto is the true seal of said District.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of March, 1975.



FILED AND RECORDED
BY LUCIE COUNTY FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
RECORD VERIFIED
MAR 31 1 59 PM '75
304865

Ralph B. Wilson
Notary Public, State of Florida
at Large
My Commission expires: 7-13-76

O. R. 238 PAGE 25



MAILING ADDRESS: POST OFFICE BOX 1110 | TALLAHASSEE, FLORIDA 32302-1110

OFFICES: 2060 DELTA WAY | TALLAHASSEE, FLORIDA 32303
PHONE: 850-521-0700 | FAX: 850-521-0720 | WWW.OHFC.COM

ATTORNEYS:
TIMOTHY P. ATKINSON
M. CHRISTOPHER BRYANT
C. ANTHONY CLEVELAND
ANGELA K. FARFORD
SEGUNDO J. FERNANDEZ
KENNETH G. OERTEL
TIMOTHY J. PERRY

MEMORANDUM

Confidential and Privileged Attorney Work-Product

TO: R. N. Koblegard, III

FROM: Timothy P. Atkinson

SUBJ: FPUA Reverter Clause Issues

DATE: April 28, 2015

You have sent for review three deeds (1946, 1956 and 1975), an agreement (1956) and a map. While the deeds contain property descriptions, there is no map or site plan that shows the precise aerial extent of the properties conveyed by deed. The map that was included does not appear to correspond to the deeds.

You previously indicated that there may exist a desire to relocate the existing FPUA water treatment facilities located on the parcels described by the deeds to another property located inland. The resulting vacant land, being situated in an advantageous location along the waterway, would then be sold or leased and developed, possibly in a partnership between the county, the city and private developers, for hotels, restaurants, condominiums and/or other commercial development.

The three deeds all contain a public purpose clause, that the land is to be used for public purposes only. However, only the 1956 and 1975 deeds contain a reverter clause. The 1946 deed does not contain a reverter clause. Even though the land conveyed in the 1946 deed contained a public purpose clause, when no provisions for a reverter are made, it appears that a violation of the public purpose clause would not cause the property to revert, although a violation of the public purpose clause could subject the landowner to a declaratory judgment or mandamus action by the State to attempt to enforce the public purpose clause, which might include tearing down any structures constructed in violation of the public purpose clause.

The Courts of the State of Florida have generally approved of the concept of reverter clauses, and reverter clauses have appeared in Florida statutes¹. Although such clauses are strictly construed “most strongly against the grantor,” the guiding principle is the intent of the parties. *Loveland v. CSX Transportation, Inc.*, 622 So. 2d 1120, 1121 (Fla. 3rd DCA 1993). Should a portion of a property subject to a reverter clause be sold thereby violating the restriction, if it could be equitably separated from the main tract, the reversion clause would be triggered but only as to those portions of the property that were sold. *Loveland*, 622 So. 2d at 1123. The party seeking to quiet title via a reverter clause will bear the burden of demonstrating the violation of the reverter restriction. *Meigs Properties, LTD. v. Board of County Commissioners of Okaloosa County*, 107 So. 3d 1171 (Fla. 1st DCA 2013).

Deeds and Agreement

- 1) In a deed dated August 10, 1946 (Deed No. 19178), the Internal Improvement Fund deeded property (approximately 3.94 acres) to the Fort Pierce Inlet District. The deed does not contain a reverter clause, it does contain a public purpose clause: “The above described land is to be used for public purposes only.”
- 2) In a deed dated April 20, 1956 (Deed No. 21183), the Trustees of the Internal Improvement Trust Fund deeded property (approximately 13.0 acres) to the City of Fort Pierce, Florida. This deed contains a very specific public purpose clause that the land shall never be sold or leased to “. . . any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.” The deed also contains a reverter clause: “It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.”

Shortly before the 1956 deed was given, on April 2, 1956, the City of Fort Pierce and the Fort Pierce Port Authority entered into an agreement, in pertinent part:

- The City has undertaken installation of a sanitary sewer system and disposal plant and requires submerged lands.
- References an application to the Internal Improvement Board for the conveyance by the Board of submerged lands to the City indicated on a sketch dated April 11, 1955 (missing). This sketch apparently references a Parcel A (to be conveyed from the City to the Port) and a Parcel B (to be retained by the City and filled in for the plant).
- The City and Port agreed that the conveyance by the Board to the City would permit a conveyance by the City to the Port of fee simple unencumbered tile to the submerged lands (Parcel A).

¹ For example, in Section 253.111(5) and (6), Florida Statutes (1967), the Florida legislature passed legislation related to transactions on offshore tidal lands held by the Board of Trustees. The Board of County Commissioners were given a first option to purchase any lands vested in the Trustees, except submerged lands riparian to an upland owner. However, lands purchased pursuant to this statute must have been utilized for outdoor recreational purposes; they were subject to a reverter to the Trustees if they were not so used.

- 3) In a deed dated March 21, 1975, from the Fort Pierce Port and Airport Authority to the City of Fort Pierce (no acreage specified), the deed contains both a public purpose and reverter clause: "TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, title thereto shall revert to the grantor."

There is nothing in the wording of the public use or reverter clauses in the three deeds which suggests that the restrictions would be found to against public policy or otherwise found invalid. The 1956 agreement merely demonstrates the need for the conveyances, and provides evidence of intent in the form of public sanitary sewer and disposal plant uses, but otherwise does not bear on the question of the validity of the reverter clauses.

Butler Act of 1921

In 1921, the Florida Legislature passed an act "Granting and Confirming Riparian Rights n Submerged and Filled-in Lands." This act, known as the Butler Act, followed the Riparian Rights Act of 1856, but the two acts were consistent and the Butler Act did not repeal the earlier act. Under the Butler Act, in order to foster commerce and to improve the state, the legislature intended to vest title in the riparian owner to the submerged lands upon the bulkheading, filling in, or otherwise permanently improving submerged lands. The Bulkhead Act (Chapter 57-362, Laws of Florida (1957), repealed the Butler Act and was codified in Section 253.129 (1957): "The title to all lands heretofore filled or developed is herewith confirmed in the upland owners and the trustees shall on request issue a disclaimer to each such owner."

In this case, additional information is required to ascertain whether any property was bulkheaded, filled or otherwise improved such as to qualify for a transfer of title to have taken place under the Butler Act. Specifically, was any sovereign submerged lands, not otherwise subject to a reverter clause in a deed, bulkheaded, filled in, or otherwise permanently improved prior to 1957?

It would be most helpful (for several reasons, not just this Butler Act analysis) to obtain a drawing by a registered surveyor detailing the areas that 1) were filled or improved prior to the repeal of the Butler Act in 1957, 2) were granted under the 1946 deed, 3) were granted under the 1956 deed, and 4) were granted under the 1975 deed. In order to understand what areas might fall within category 1, the drawings of the deeded areas along with an aerial photographic history of the property may be needed. Historic photographs are available through various sources, such as the Florida Department of Environmental Protection and the Florida Department of Transportation, and elsewhere.

Waiver of Public Purpose and Reverter Clauses

Upon application to the Board of Trustees of the Internal Improvement Fund, potentially for consideration, the public purpose and reverter clauses could be waived, especially where it could be shown to the Trustees that the action would be for a public purpose and an environmental benefit.

Relocating the FPUA water treatment facilities to a property located inland would have several public benefits. First, the aging facilities at the current location would be replaced with newer facilities utilizing modern technology and equipment. There might also be less of a chance of an environmental hazard caused by severe storms or by rising sea levels. The new inland facility and transfer / conveyance structures to the new facility would likely be expensive (you indicated in the \$100M ballpark) and would likely be paid for by public funds. Some part of the cost of the new facility would be paid for by the sale or lease of the existing lands to private developers or other private interests. Every dollar of the public treasury saved through such private investment would therefore be in the public interest. Also, while purely an esthetic consideration, the treatment facility would no longer be an eyesore for the area and attractive new development could take its place, thereby encouraging other growth and modernization within the area.

The resulting vacant land, being situated in an advantageous location along the waterway, would then be developed, possibly in a partnership between the county, the city and private developers or other private interests, for hotels, restaurants, condominiums, and/or other desirable commercial development. The development would bring short-term and long term job growth. It would be very important to highlight for the Trustees job creation estimates from a credible expert in the field.

It is unknown what consideration, if any, the Trustees would require for the waiver of the public purpose and reverter clauses. A recent waiver item before the Trustees in May of 2013 however, indicates that the Trustees exacted 15% of rental payments as consideration for waiving a reverter for a proposed state-of-the-art public and private commercial mega yacht marina and mixed-use development on Watson Island in Miami-Dade County on Biscayne Bay. Attached are copies of the agenda and portions of the transcript.

The waiver process is political, and while the Trustees rely upon the staff (FDEP) for guidance, the Trustees have the ultimate decision. Objectors from the local area might attempt to influence the Trustees in order to make the cost prohibitively high or to deny the request. This can be seen in the attached agenda where objectors from the Sierra Club and residents groups spoke against the agenda item. It is our experience that careful planning, and continued, well-prepared, documented and unified communication with the FDEP, and the Trustees and their aides is essential to achieving a good outcome.

Further research could be done with FDEP, as the Board of Trustees staff, to ascertain whether and to what extent the Trustees previously waived public purpose and/or reverter clauses. Such information might serve to support an application by showing precedent for such actions.

Conclusion

It appears that the public use and reverter clauses would probably be found to be valid deed restrictions. The intent of the parties will be the key question in any dispute in court. If a portion of the overall parcel subject to a reverter restriction is sold or leased in contravention of the reverter clause, ownership of such portion would probably revert to the Trustees.

It is possible that a grant of tile under the Butler Act of 1921 was made subsequent to the filling in of submerged lands (and done prior to the Bulkhead Act in 1957). Additional information on the aerial extent and dates of fill would be needed, however, to complete the analysis.

The following information or documents are needed:

- A drawing by a surveyor detailing the areas that:
 - 1) were filled or improved prior to the repeal of the Butler Act in 1957, along with the dates of fill or improvement;
 - 2) were granted under the 1946 deed;
 - 3) were granted under the 1956 deed; and
 - 4) were granted under the 1975 deed.
- A composite drawing showing the areas granted under all three (3) deeds.
- Aerial photographic history of the property.

Clayton Lindstrom

From: Florinda Mazzarella
Sent: Wednesday, June 03, 2015 4:20 PM
To: Clayton Lindstrom
Subject: FW: Memorandum - reverter clause issues
Attachments: Flagstone Transcript exerpts.pdf; May 13 2014 Flagstone Agenda Item.pdf; FPUA Reverter Clause Memo.pdf

Florinda Mazzarella
Executive Assistant
Fort Pierce Utilities Authority
Director of Utilities
206 South 6th Street
Fort Pierce, FL 34950
Telephone (772) 466-1600, Ext. 3201
Fax (772) 468-2412
E-mail: fmazzarella@fpu.com

From: The Koblegard Law Firm [mailto:koblegardlaw@aol.com]
Sent: Wednesday, June 03, 2015 4:08 PM
To: Florinda Mazzarella
Subject: Fwd: Memorandum - reverter clause issues

Florinda,

Please see attached Tim Atkinson's opinion. We received the information requested at the end from Shane this morning and will be forwarding that along for further review.

Thanks,
Rosalie

The Koblegard Law Firm
200 S. Indian River Drive, Suite 201
Fort Pierce, FL 34950
Telephone: (772) 461-7772
Facsimile: (772) 461-0226
Email: koblegardlaw@aol.com

-----Original Message-----

From: Tim Atkinson <TAtkinson@ohfc.com>
To: koblegardlaw <koblegardlaw@aol.com>; koblegardlaw2 <koblegardlaw2@aol.com>
Cc: Tim Atkinson <TAtkinson@ohfc.com>
Sent: Tue, Apr 28, 2015 6:24 pm
Subject: Memorandum - reverter clause issues

Dear Koby,

As you requested, please find attached my memorandum on the reverter clause issues.

I also attached some additional information discussed in the memorandum.

Please let me know if you have any questions. Please feel free to call me to discuss.

Best regards,

Tim

Timothy P. Atkinson*

Oertel, Fernandez, Bryant & Atkinson, P.A.
2060 Delta Way
Tallahassee, Florida 32303
850-521-0700
850-521-0720-fax

* Board Certified - State and Federal
Government and Administrative Practice

From: Tim Atkinson
Sent: Monday, December 8, 2014 3:50 PM
To: 'koblebardlaw@aol.com'; 'koblebardlaw2@aol.com'
Subject: reverter clause issues

Hi Rupert,

It was a pleasure to speak with you this afternoon about the reverter clause issues for the FPUA water treatment facility.

In addition to the reverter clause issues we discussed, it would be a good idea to look at the Butler Act. If the property were filled prior to 1951, the State may have lost its interest in the property. It would be important to know when the property was obtained, when the submerged lands were filled, if there was a permit issued for the fill, and the sequence of these events, etc. I have attached a copy of the Anderson Columbia Co., Inc. v. Board of Trustees of the Internal Improvement Trust Fund case from 1999 that Ken Oertel and I litigated (Ken previously served as general counsel to the Board of Trustees by the way). The 1DCA in Anderson Columbia confirmed and discussed the operation of the Butler Act to confirm title in upland owners who fill in or bulkhead submerged lands adjacent to uplands.

It would also be important to research the exact wording of the reverter clause in the deeds. Depending on the wording, the reverter clause might violate the rule against perpetuities (Section 689.225, F.S.) or could be an unreasonable restraint on alienation, and therefore void.

If it appears the reverter is valid, the State (probably the Board of Trustees of the Internal Improvement Trust Fund) could extinguish it, particularly if it would be for a public purpose, and also an environmental benefit. Those matters are decided by the Governor and Cabinet.

Please let us know if you have any questions or if we may be of further assistance. I look forward to hearing from you.

Best regards,

Tim

Timothy P. Atkinson*

Oertel, Fernandez, Bryant & Atkinson, P.A.
2060 Delta Way

Tallahassee, Florida 32303
850-521-0700
850-521-0720-fax


* Board Certified - State and Federal
Government and Administrative Practice




INTEROFFICE MEMORANDUM

FROM THE OFFICE OF THE
CITY MANAGER

To : Robert V. Schwerer, City Attorney

THRU : Robert J. Bradshaw, City Manager 

FROM : Nick Mimms, P.E., Deputy City Manager 

RE : **FORT PIERCE UTILITIES AUTHORITY WASTE WATER TREATMENT PLANT
POTENTIAL REDEVELOPMENT**

DATE : July 1, 2014

The City of Fort Pierce recently met with representatives of the Fort Pierce Utilities Authority and Saint Lucie County Board of County Commissioners to discuss the potential redevelopment of the land currently occupied by the Fort Pierce Utilities Authority Waste Water Treatment Plant. In previous investigation by your office two (2) separate deeds were identified that contain clauses and/or restrictions for the future utilization of the subject property.

The first transaction involves the Trustees of the Internal Improvement Fund of the State of Florida, dated April 20, 1956, that contains a restriction that the property could never be sold, conveyed, or leased to any private person, firm or corporation for any private use or purpose, and that the land shall be used solely for public purposes. The second transaction involves a deed from the Fort Pierce Port and Airport Authority, dated March 21, 1975, containing a reverter clause and requires that the land be used for a public purpose only, and in the event it ever ceases to be used for public purposes, then the title will revert to the grantor which is now no longer the Port and Airport Authority, but the County.

These restrictions have a direct impact on the future redevelopment of this land and greater detail is needed to determine the actual intent and definition of public purpose. Please review the attached information and consult with the legal representatives of both Saint Lucie County and the Fort Pierce Utilities Authority to provide guidance toward the appropriate redevelopment of the subject area.

Thank you for your cooperation.

Attachments

cc: FPUA Executive Director
City of Fort Pierce Economic Development Team

THIS MEMORANDUM IS A COMMUNICATION FROM COUNSEL TO AGENTS AND REPRESENTATIVES OF THE CITY OF FORT PIERCE IN AN ATTORNEY/CLIENT RELATIONSHIP AND IS THEREFORE CONFIDENTIAL AND IS FURTHER PROTECTED BY FLORIDA STATUTE SECTION 119.07 AS IT CONTAINS WORK PRODUCT OF THE ATTORNEY PREPARED IN ANTICIPATION OF, OR IN CONNECTION WITH, POTENTIAL OR PENDING ADVERSARIAL ADMINISTRATIVE PROCEEDINGS AND/OR CIVIL LITIGATION.

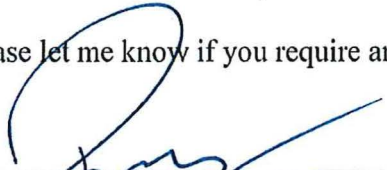
CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

M E M O R A N D U M

TO: Fort Pierce Mayor and Commissioners
FROM: Robert V. Schwerer, City Attorney
SUBJECT: Ownership of South Beach Sewer Treatment Plant
DATE: December 4, 2013

Per your request, please find attached an earlier memorandum and related materials concerning the reverter clauses that exist in the deeds for the South Beach Sewer Treatment Plant. It is to be noted that this title information has not been updated since the memorandum was issued back in 2005. It is also possible that these deeds do not represent all of the properties currently occupied by the FPUA which comprise the sewer treatment facility. Such information can be obtained by way of a comprehensive title search but it is not recommended the City incur that expense and staff effort if your questions are answered by the attached memorandum.

Please let me know if you require any additional information concerning this property.



Robert V. Schwerer, Esq.
City Attorney

/mlp

Attachment

cc: Robert J. Bradshaw, City Manager
Nicholas Mimms, Deputy City Manager
Linda Cox, City Clerk
Rebecca Grohall, Planning Manager

CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

MEMORANDUM

TO: Dennis W. Beach, City Manager

FROM: Robert V. Schwerer, Esq., City Attorney

SUBJECT: Ownership of South Beach Sewer Treatment Plant

DATE: August 30, 2005

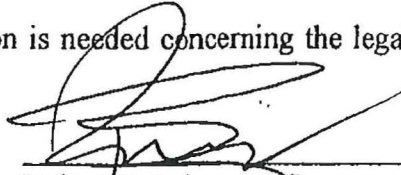
You have requested us to research the title ownership for the property comprising the Sewer Treatment Plant on South Beach. We are awaiting a formal title search. However, in the meantime, we did receive copies of the deeds for the property.

These deeds show that the property was actually deeded to the City of Fort Pierce in separate transactions. The first transaction involves the Trustees of the Internal Improvement Fund of the State of Florida and is dated April 20, 1956. A copy of that deed is attached. The deed contains a restriction that the property could never be sold, conveyed, or leased to any private person, firm or corporation for any private use or purpose, and that the land shall be used solely for public purposes.

The second transaction involves a deed from the Fort Pierce Port and Airport Authority dated March 21, 1975, and a copy of that deed is also attached. The deed contains a reverter clause and requires that the land be used for a public purpose only, and in the event it ever ceases to be used for public purposes, then the title will revert to the grantor which is now no longer the Port and Airport Authority, but the County.

As you are aware, there are a number of exceptions to the "public purpose" restriction or reverter clause in these deeds. For instance, there are different uses which, although semi-private including uses for tourism, economic development, or redevelopment, which could qualify as a use for a public purpose. If structured correctly, and within current guidelines, such uses are allowable notwithstanding these type restrictions. However, this memorandum is not intended to render any opinions as to what uses, if any, qualify for such an exemption.

Please let me know if further information is needed concerning the legal title to this property.



Robert V. Schwerer, Esq.
City Attorney

RVS/cf

cc: Fort Pierce Mayor & Commissioners
Rupert N. Koblegard, III, FPUA Attorney

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

DEED NO. 21183



KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of One and 00/100 Dollars, and other good and valuable considerations, to them in hand paid by the CITY OF FORT PIERCE, of the County of St. Lucie, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF FORT PIERCE and its successors and assigns, the following described lands, to-wit:

A parcel of submerged land in the Indian River in Section 3, Township 35 South, Range 40 East, St. Lucie County, Florida, described as follows:

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North $70^{\circ} 58\frac{1}{2}'$ East, 1200 feet; thence South $19^{\circ} 01\frac{1}{2}'$ East, 85 feet to a point in the center of Causeway Bridge; thence North $70^{\circ} 16'$ East, 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge, and the Point of Beginning of the lands herein described: From said Point of Beginning run South $20^{\circ} 50'$ East, 1800 feet to a point in Indian River; thence North $69^{\circ} 10'$ East, 400 feet; thence North $20^{\circ} 50'$ West, 750 feet; thence North $20^{\circ} 17\frac{1}{2}'$ East, 283.1 feet to a point on the original shore line of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, Page 253, St. Lucie County, Florida, Public Records; thence, meandering the low water edge of the original southerly shore of Causeway Island, run Northwesterly to a point which bears South $24^{\circ} 55\frac{1}{2}'$ East at a distance of 496.3 feet from the Point of Beginning; thence North $24^{\circ} 55\frac{1}{2}'$ West, 496.3 feet to the Point of Beginning; excepting therefrom existing right-of-way for State Road A-1-A; containing 13.0 acres, more or less.

PROVIDED, HOWEVER, anything herein to the contrary notwithstanding this deed is given and granted upon the express condition subsequent that the Grantee herein or its successors and assigns shall never sell or convey or lease the above described land or any part thereof to any private person, firm or corporation for any private use or purpose, it being the intention of this restriction that the said land shall be used solely for public purposes.

It is covenanted and agreed that the above conditions subsequent shall run with the land and any violation thereof shall render this deed null and void and the above described lands, shall in such event, revert to the Grantors or their successors.

TO HAVE AND TO HOLD the above granted and described premises forever.

SAVING AND RESERVING unto the said Trustees of the Internal Improvement Fund of the State of Florida, and their successors, title to an undivided three-fourths of all phosphate, minerals and metals, and title to an undivided one-half of all petroleum that may be in, on or under the above described land, with the privilege to mine and develop the same.

OTHER RESERVATIONS: None

IN TESTIMONY WHEREOF, the said Trustees have hereunto subscribed their names and affixed their seal and have caused the seal of THE DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 20th, day of April, A. D. 1956.



Trustees I. I. Fund

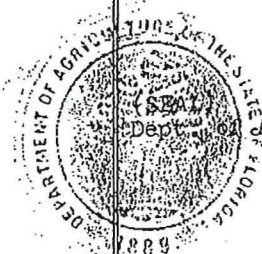
LeRoy Collins (SEAL)
Governor

Ray E. Dren (SEAL)
Comptroller

Edwin Larson (SEAL)
Treasurer

Richard W. Ewing (SEAL)
Attorney General

W. C. Baggett (SEAL)
Commissioner of Agriculture



Department of Agriculture

As and Composing the Trustees of the Internal Improvement Fund of the State of Florida.

Clerk File No. 51935 Filed
in the office of the Clerk of the Circuit
Court of St. Lucie County, Florida on the
13th Day of October A. D.
1956 at 10:15 o'clock A.M. and
recorded in Deed Book
No. 219 pages 226-227 and
record verified.

Indexed

W. C. BAGGETT, Clerk
Circuit Court, St. Lucie County, Florida
By Lily Hansen D. C.



A G R E E M E N T

THIS AGREEMENT, Made and entered into this 2nd day of April, A.D. 1956, by and between CITY OF FORT PIERCE, a municipal corporation, party of the first part, hereinafter referred to as "City" and FORT PIERCE PORT AUTHORITY, party of the second part, hereinafter referred to as "Port", WITNESSETH:

WHEREAS, the City has undertaken the installation of a sanitary sewer system and disposal plant for the City of Fort Pierce and will require submerged land located South and West of land owned by the Port in Section 2, Township 34 South, Range 40 East, and

WHEREAS, it is the intent and desire of both parties hereto to cooperate each with the other to the end that the submerged land may be obtained by the City and filled in for a disposal plant, and

WHEREAS, the City, upon obtaining title from the I. I. Board, will convey by appropriate deed to the Port these certain lands indicated as Parcel A on the sketch or drawing prepared by Alton A. Register and Associates, and that the City shall retain the submerged lands as indicated as Parcel B on said sketch, and

WHEREAS, by reason of the nature of the project it will be necessary to establish a road right-of-way into the proposed sewage disposal plant over lands owned by the Port located in Section 2, Township 34 South, Range 40 East,

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein to be kept and performed by the parties hereto as well as in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable considerations paid by the City to the Port, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. That the City has made application to the Trustees of the Internal Improvement Fund of the State of Florida (hereinafter referred to as "I. I. Board") for the conveyance to the City by the

I. I. Board of all submerged lands indicated on that sketch or drawing prepared by Alton A. Register and Associates dated April 11, 1955 a true and correct copy of which is attached to this Agreement and by reference made a part hereof.

2. That said conveyance from the said I. I. Board shall contain an appropriate provision whereby the City shall convey to the Port the fee simple unencumbered title to the land (submerged land as hereinabove set out) lying South and West of and adjacent to the upland now owned by the Port, being indicated as Parcel A on the sketch or drawing hereinabove referred to in Paragraph 1.

3. The Port agrees to permit the City to deposit spoil or fill on such portions of Parcel A as is required in completing the fill of Parcel B.

4. Simultaneously upon the execution and delivery of the deed of conveyance referred to above in Paragraph 2 by the City to the Port, the Port will execute and deliver a perpetual easement to the City granting the City the right to use for the purpose of egress and ingress to and from the premises described herein and conveyed to the City by the I. I. Board, a strip of land fifty feet in width extending from A1A in a Southerly direction to said lands retained by the City.

5. The Port agrees to assist the City in its application to obtain title to the lands indicated on the sketch or drawing attached hereto and by reference made a part hereof, from the I. I. Board.

6. That neither the upland of the Port nor the Tract A to be conveyed by the City to the Port shall be subject to any special levy or assessment for the cost of the improvements in filling of the submerged lands lying South and West of the Port's upland property.

7. The City agrees to secure all necessary clearance for the filling in of the submerged lands as indicated on the sketch or drawing attached hereto and by reference made a part hereof, from all interested public authorities, without any cost or expense to the Port.

8. The covenants and conditions of this Agreement shall be binding upon, and inure to the benefit of the successors and assigns of the parties hereto, respectively, and time shall be of the essence of this agreement.

IN WITNESS WHEREOF, the first party has caused these presents to be duly executed in its name in duplicate by its Mayor-Commissioner and its corporate seal to be affixed hereto and attested by its Clerk; and the second party has caused these presents to be duly executed in its name in duplicate by its Chairman and its seal to be affixed hereto, attested by its Secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF FORT PIERCE

Mark E. Trayer By Ray Robert
Mayor-Commissioner

Michelle Dillon Attest: Lyndee Mitchell
Clerk

(Seal)

FORT PIERCE PORT AUTHORITY

John Ruffli By Harry J. Kiehl
Chairman

Michelle Dixon Attest: W. B. Baggett
Secretary

(Seal)

Approved as to Form and Correctness

Errol W. Miller
Attorney for City of Fort Pierce

DEED

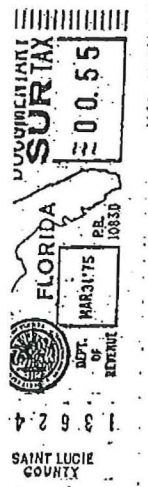
THIS DEED made and executed the 21st day of March, 1975 by FORT PIERCE PORT AND AIRPORT AUTHORITY, a special taxing district existing under the laws of Florida, hereinafter called the grantor, to CITY OF FORT PIERCE, a municipal corporation existing under the laws of Florida, for the use and benefit of the Ft. Pierce Utilities Authority, whose post office address is 500 Boston Avenue, Fort Pierce, Florida 33450, hereinafter called the grantee:

WITNESSETH: That the grantor, for and in consideration of the sum of \$1.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, its successors and assigns, all that certain land situate in St. Lucie County, Florida, viz:

2402 - 244 - 0001 - 000 / 7
2402 - 323 - 0003 - 000 / 0 - Land sur adjacent

with about expansion

From the section corner common to Sections 3, 4, 9 and 10, Township 35 South, Range 40 East, St. Lucie County, Florida, run thence East 2240 feet; thence North 720 feet; thence North 70°58½' East 1200 feet; thence South 19°01½' East, 85 feet to a point in the center of Causeway Bridge; thence North 70°16' East 2009.5 feet to a cross mark in the deck near the east end of Causeway Bridge and the point of beginning of the lands herein described: From said point of beginning run South 20°50' East 760 feet to a point; thence North 89°34'00" East 526.06 feet to a point; thence North 20°17'30" East 141.55 feet to a point on the original shoreline of Causeway Island, the same being the southeasterly corner of the lands conveyed by the Trustees of the Internal Improvement Fund of the State of Florida to the Fort Pierce Inlet District by deed recorded in Deed Book 127, page 253, St. Lucie County, Florida Public Records; thence North 24°55'30" West 878.66 feet to a point; thence South 64°50' West 525.0 feet to the point of beginning, excepting therefrom the existing right of way for State Road ALA. Together with all accreted lands lying westerly of the west line of the above described parcel.



TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Stamps .30
Surtax .55

THIS INSTRUMENT WAS PREPARED BY LPH B. WILSON, ST. LUCIE COUNTY COURTHOUSE, FT. PIERCE, FLORIDA

TO HAVE AND TO HOLD, the same in fee simple forever; provided, however, that said land shall be used for public purposes only, and in the event that said land should ever cease to be used for public purposes, title thereto shall revert to the grantor. ✓

IN WITNESS WHEREOF the grantor has caused these presents to be executed in its name, and its seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

FORT PIERCE PORT AND AIRPORT AUTHORITY

By George D. Price
Chairman

ATTEST:

Roger Poitras
Secretary

Signed, sealed and delivered

in the presence of:

Josephine B. Rice
Miriam A. Diems



STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GEORGE D. PRICE and ROGER POITRAS, well known to me to be the Chairman and Secretary respectively of the District named as grantor in the foregoing deed, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said District and that the seal affixed thereto is the true seal of said District.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1975.



Ralph B. Wilson
Notary Public, State of Florida
at Large

My Commission expires: 7-13-76

City Council
4-7-75

WATER
ELECTRIC



GAS
SEWER

206 S. SIXTH STREET • P. O. BOX 3191 • FORT PIERCE, FLORIDA 33450 • PHONE (305) 404-5001

March 27, 1975

Mr. Charles R. P. Brown
Utilities Authority Attorney
301 South 6th Street
Fort Pierce, Florida 33450

Dear Mr. Brown:

I hereby state that all the requirements have been made by the Fort Pierce Utilities Authority in the exchange of the land between City of Fort Pierce, Port and Airport Authority, St. Lucie County and the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority.

Yours very truly,

Handwritten signature of B. D. Bidle in cursive.

B. D. Bidle
Director of Finance

BDB/vjd

RECEIVED

MAR 29 1975

ATTORNEY FOR FT. PIERCE
UTILITIES AUTHORITY



206 S. SIXTH ST. • PHONE 464-6600

FORT PIERCE, FLORIDA 33450

April 3, 1975

Mr. Walter Baldwin
Director of Utilities
Fort Pierce Utilities Authority
Fort Pierce, Florida 33450

Re: Land Swap

Dear Walter:

I enclose herewith the original executed Deed dated March 21, 1975 from Fort Pierce Port and Airport Authority to City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority, which said Deed was recorded March 31, 1975 in OR Book 238, Page 24, Public Records of St. Lucie County, Florida. This is the Deed in the celebrated "Land Swap" transaction between the City, the County and the Authority. This should be put in a place of safekeeping.

Sincerely,

Charles R. P. Brown

CRPB:ss
Encl:



LAWNWOOD Property given in
Exchange for Sewer Expansion
on South Causeway Island at
present sewerage disposal plant.

D E E D

THIS DEED made and executed the 24th day of March,
1975 by CITY OF FORT PIERCE, a municipal corporation existing under
the laws of Florida, whose post office address is Post Office Box
1480, Fort Pierce, Florida 33450, hereinafter called the grantor,
to FORT PIERCE PORT AND AIRPORT AUTHORITY, a special taxing
district existing under the laws of Florida, hereinafter called
the grantee:

WITNESSETH: That the grantor, for and in consideration
of the sum of \$1.00 and other valuable considerations, receipt
whereof is hereby acknowledged, by these presents does grant,
bargain, sell, alien, remise, release, convey and confirm unto the
grantee, its successors and assigns, all that certain land situate
in St. Lucie County, Florida, viz:

Lots 53 through 56 of Block 133, All of
Block 134 less Lots 1 through 4, All of
Block 159 less Virginia Avenue right-of-
way, All of Utah Avenue right-of-way lying
between the West right-of-way line of South
23rd Street and the East right-of-way line
of South 25th Street.

All of the above described property being
a part of LAWNWOOD ADDITION, a Subdivision
in Section 16, Township 35 South, Range 40
East, Florida as recorded in Plat Book 2,
Page 16 of the Official Records of Saint
Lucie County, Florida.

TOGETHER with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever;
provided, however, that said land shall be used for public
purposes only, and in the event that said land should ever
cease to be used for public purposes, the property conveyed
by this deed shall revert to the City of Fort Pierce.

IN WITNESS WHEREOF the grantor has caused these presents
to be executed in its name, and its seal to be hereunto affixed,
by its proper officers thereunto duly authorized, the day and

year first above written.

CITY OF FORT PIERCE, FLORIDA,
a municipal corporation

By Ben J. Bryan
Mayor-Commissioner

ATTEST:

R. C. James
City Clerk

Signed, sealed and delivered in the presence of:

Greg S. Lowrey
Berinda H. Vase

STATE OF FLORIDA)
 :
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ben L. Bryan, Jr. and R. C. James, well known to me to be the Mayor-Commissioner and City Clerk respectively of the City of Fort Pierce named as grantor in the foregoing deed, and that they severally acknowledged executing the same freely and voluntarily under authority vested in them by said City of Fort Pierce and that the seal affixed thereto is the true seal of said City.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of March, 1975.

Edw. K. Kowalski
Notary Public, State of Florida at
Large

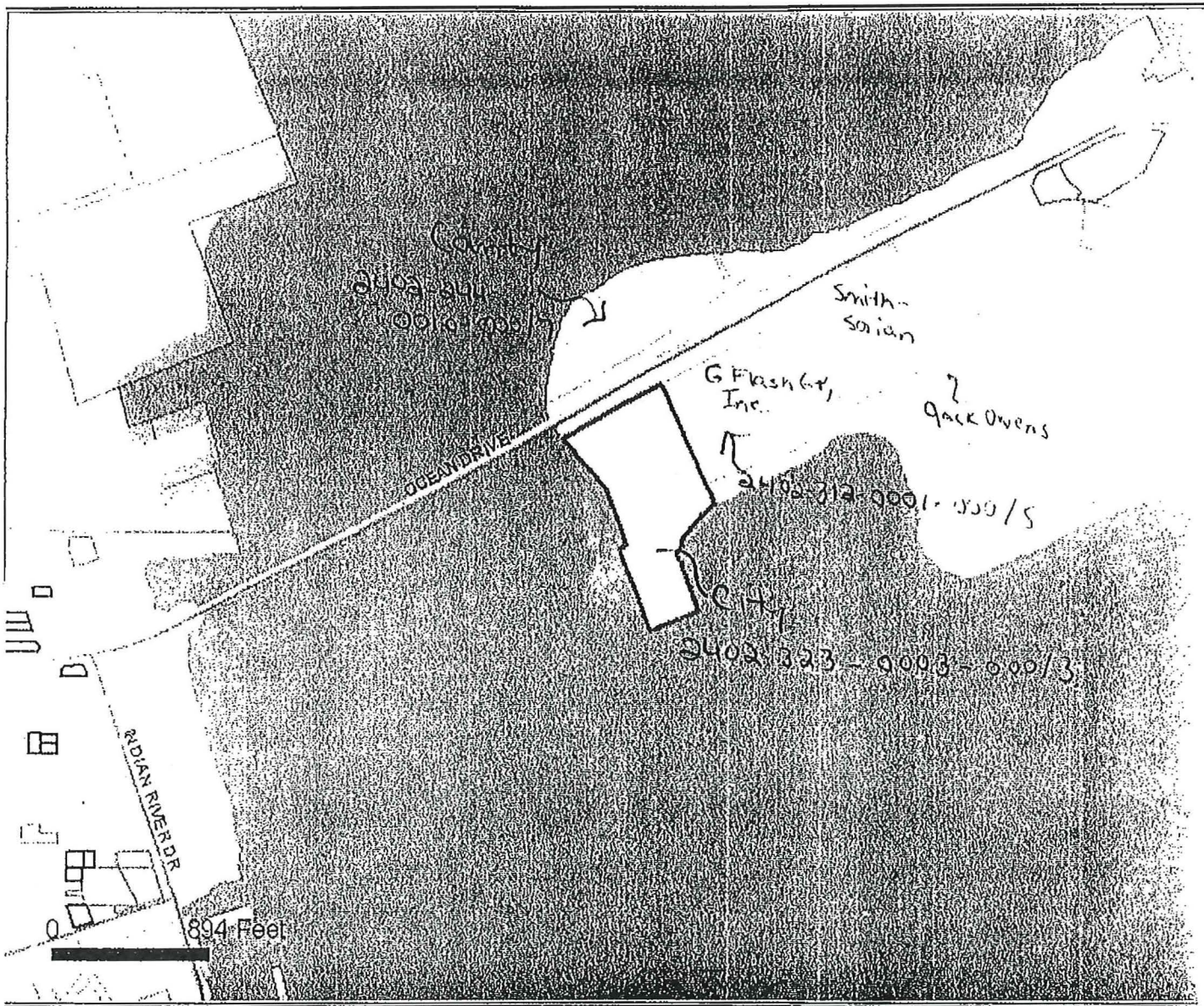
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 6, 1979
Bonded by American Fire & Casualty Co.

APPROVED AS TO FORM AND CORRECTNESS:

John T. Brennan
City Attorney

Saint Lucie County, Florida

Property Appraiser's - Internet Mapping Print Service



PROPERTY RECORD CARD

Ft Pierce City Of Record: 1 of 5
Property Identification

<<Prev Next >> Spec.Assmnt Taxes Exemptions Permits Home Print

Site Address: 403 SEAWAY DR
Sec/Town/Range: 02 :35S :40E
Map ID: 24/02S
Zoning:

ParcelID: 2402-323-0003-000-3
Account #: 15794
Land Use: Mncpal Prop
City/Cnty: FORT PIERCE



Ownership and Mailing

Owner: Ft Pierce City Of
Address: PO Box 1480
Fort Pierce FL 34954-1480

Legal Description

2 35 40 FROM SEC COR COMMON TO SECS 3, 4, 9 AND 10 RUN E 2240 FT,
THN 720 FT, TH N 70 DEG 58 MIN 30
More...

Sales Information

Date	Price	Code	Deed	Book/Page
1/1/1900		0		/

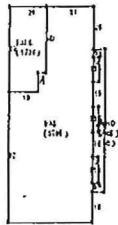
Assessment TRIM

2005 Val:	3799700
Assessed:	3799700
Ag.Credit:	0
Exempt:	3799700
Taxable:	0
TotalTax:	0

Total Land and Building

Land Value:	3421200	Acres: 18.7
Building Value:	378500	
Finished Area:	14366	SqFt

BUILDING INFORMATION



Exterior Features

View: -
ExtType: LD - LD
Grade: D - D
StoryHght: 0010 - 1 Story

RoofCover: TG - Tar & Gravel
YearBlt: 1940
EffYrBlt: 1970
No.Units:

RoofStruct: FS - Flat/Shed
Frame: -
PrimeWall: BS - CB Stucco
SecWall: -

Interior Features

BedRooms: 0
FullBath:
1/2Bath:
%A/C: 17

Electric: .X - MAXIMUM
HeatType: FHA - FrcdHotAir
HeatFuel: ELEC - Electric
%Heated: 17

PrmIntWall: PB - PANEL BOARD
AvgHt/Ft: STD
Prm.Flors: CA - A TL/CON
%Sprinkled: 0

Special Features and Yard Items

Type	Y/S	Qty.	Units	Qual.	Cond.	YrBlt.

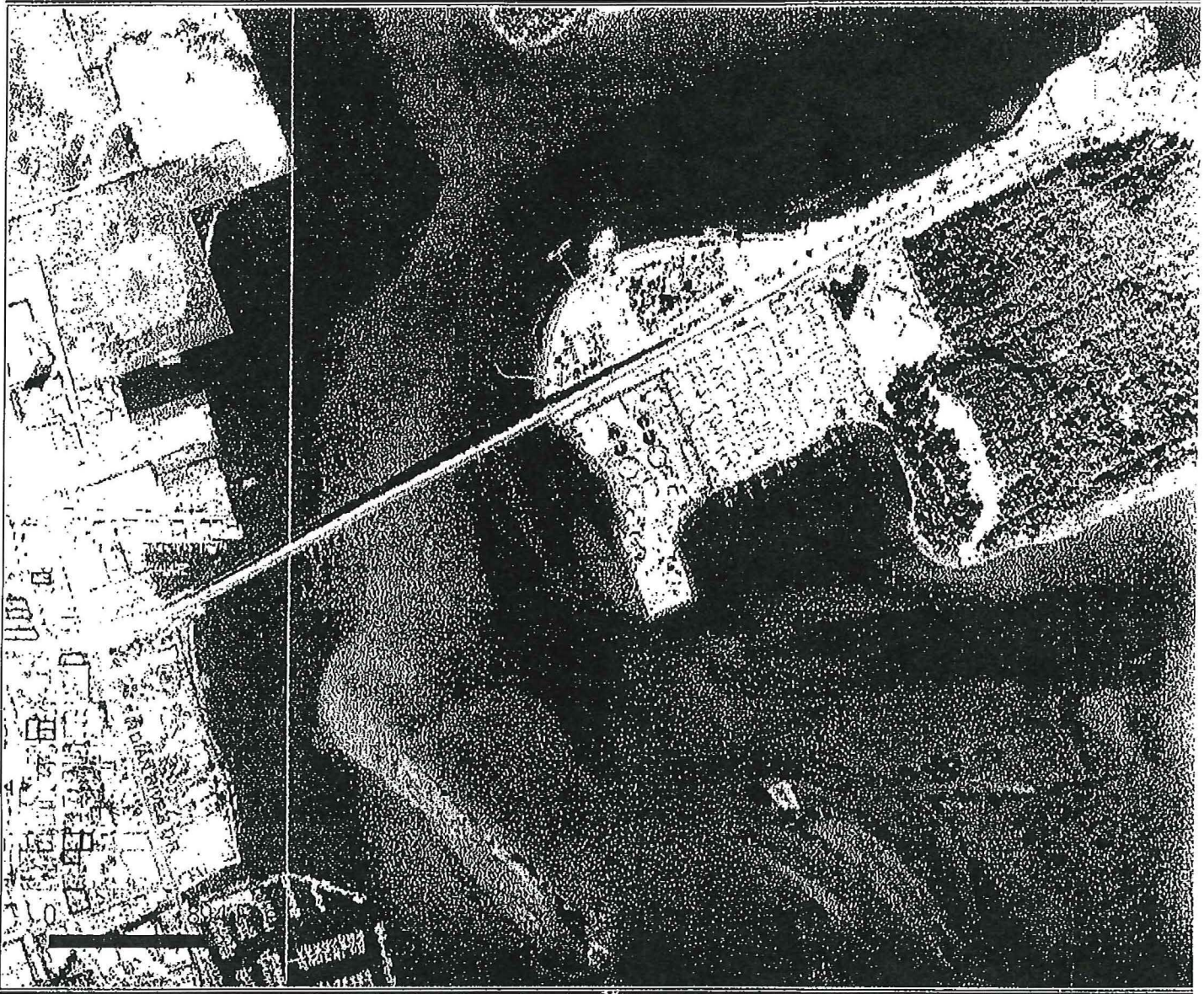
Land Information

No.	Land Use	Type	Measure	Depth
1	8900-Mncpal Prop	310 -Sq Feet	814572	

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

Saint Lucie County, Florida

Property Appraiser's - Internet Mapping Print Service



Wastewater Relocation Advisory Committee Meeting Schedule

July 6, 2016
August 3, 2016
September 7, 2016
October 5, 2016
November 2, 2016
December 7, 2016
January 5, 2017
February 2, 2017
March 2, 2017
April 6, 2017

All meetings will begin at 3:30 p.m. in the Second Floor Conference Room at
Fort Pierce City Hall

Rebecca Grohall, Planning Director
City of Fort Pierce, Florida
100 N. U. S. Highway 1
Fort Pierce, Florida 34950

Dear Rebecca,

There has not been any public information, at least none that I am aware of, as to how the study committee on the re-location of the waste water treatment facility is progressing.

I would be interested in any progress that can be available to the public as to their progress.

I have been providing, what I hope is, valuable and credible information to you, your department and committee in their quest to find answers and possible solutions as to how to finance this proposed project.

My present interest is as a **citizen** of St. Lucie County to be able to provide decades of experience in the area of municipal and government financing to help, in this case, the City of Fort Pierce with vital information and suggestions as to how to most efficiently and cost effectively manage this project.

I am fully aware of the fact that if the project goes forward that DMFC will need to participate with others in submitting viable proposals for the city's consideration on a competitive nature should the city follow traditional methods for such a development project. However, should the city desire to use our considerable expertise and experience without using the bidding process, that can also be arranged since private investment capitol would be in play and in accordance with the IRS rules and regulations could be set up on a tax exempt basis without the bidding process and a developer/contractor could be selected without the bidding process coming into play. These are, of course, the choices which the city can ponder and decide upon. The more options which the city has to contemplate, we believe, is a plus for the city.

Also, the demolition of the present waste water treatment facility can certainly be included in the total financing package of the entire project.

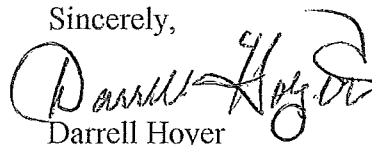
I trust that the vast experience of DMFC has been of great assistance to the committee's investigation. We look forward to their significant findings and the possible use of our financial expertise and assistance in the near future.

Darrell Hoyer

Diversified Municipal Finance Corporation
"Serving the leasing needs of government for over 40 years"

9425 N. Meridian St. #187
Indianapolis, IN 46260
(317) 223-1828
E-mail: hoyerata@aol.com

Sincerely,


Darrell Hoyer

that the feasibility study indicates the availability of those funds.

provided that the feasibility study indicates the availability of those funds

At funding, 100% of funds are deposited with a Bank Trustee or Escrow Agent

At funding, 100% of funds are deposited with a Bank Trustee or Escrow Agent

AT THIS POINT BEGINS A DIVERGENCE IN THE PROCESS

How the funds are disbursed in order to complete the facilities needs to be carefully considered

The government entity seldom will have the experience to direct and control a project of this type from start to finish. They are totally reliant on the contractor/Construction Manager, and the Architect/Engineer for guidance as to how and when funds should be disbursed.

By assuming the position of a developer/landlord, DMFC also assumes the responsibility to complete the project on time and in budget.

Although these professionals have an excellent background in their field, only the contractor can be held accountable for the final costs and completion date.

For over 50 years DMFC has acted as the landlord/developer on many projects structured under the 'build to suit' or lease/rental scenario. DMFC controls the flow of funds and makes certain that the contractor does not draw funds beyond those actually earned. Because we have lengthy experience in this process we have no qualms in exercising the old adage: "He who has the gold makes the rules".

It is the rare professional that can state "I have acted as a developer on similar projects that have been successfully completed within budget and on time."

A government entity is unable to take that position.

The bond buyers have no input into the disbursement process.

IN SUMMARY: The Revenue Bond process and the lease/rental process are parallel in their outcome until it comes to the point of disbursing the funds and completing the project on time and within budget.

It is at that juncture that DMFC's many years of experience of funding and managing these types of projects becomes the real asset and a paramount reason to use our lease/rental approach to this project.

A NEW AND RELOCATED SEWAGE DISPOSAL FACILITY

REVENUE BONDS

Government entity has a study done to determine the availability of usage fees to support debt payments, or, in the process, determines what usage fees would be required to retire the debt issue.

Entity selects a design-engineering firm to design an environmentally compliant facility to meet not only current needs, but some reasonable future needs by ready expansion of the base facilities. Design would also include needed underground lines needed to redirect effluent to the new facilities.

Entity complies with state laws as relates to the acquisition of public-use projects which usually involves the publicly advertised construction bidding process with an award to the lowest and best bidder or a selected Construction Manager. Recently, some consideration can be properly given to Construction Management.

Entity negotiates the size and terms for the purchase of the revenue bonds by a municipal bond buyer. All fees and charges are divulged that go into the sizing of the bond issue. What may not be disclosed is that the bond buyer may resell the bonds at a premium of 1% or 2% which reduces the yield to the end buyer and increases the profitability to the initial municipal bond buyer.

Often the entity can be aware that such a premium has been charged by carefully considering the premium that will be charged for paying off the bonds as well as the length of time a premium will be applied.

Interest paid on bonds is tax exempt to the bond purchasers.

No debt is created. Any requirements for payment on the bonds is limited to the revenues derived from the project provided.

LEASE

Government entity has a study done to determine the availability of usage fees to support debt payments, or, in the process, determines what usage fees would be required to retire the debt issue.

Entity selects a design-engineering firm to design an environmentally compliant facility to meet not only current needs, but some reasonable future needs by ready expansion of the base facilities. Design would also include needed underground lines needed to redirect effluent to the new facilities.

Entity complies with state laws as relates to the acquisition of public-use projects which usually involves the publicly advertised construction bidding process with an award to the lowest and best bidder. DMFC will consider a qualified Construction Manager if they are 'at risk' for the total cost of construction and will also guarantee a fixed delivery date along with providing a 100% performance and payment bond.

Entity negotiates the size and terms for a rental/lease agreement between the entity and Diversified. All fees and charges are divulged and the recovery rate used is based entirely on the market rate for the bonds without consideration of a premium when paid.

DMFC option to purchase carries no pay off premium, can be exercised after the 3rd year, and is based on a straight amortization schedule as though a mortgage were involved.

Interest paid on lease participation certificates issued by Diversified are tax exempt.

No debt is created. Any requirements for annual rental/lease payments is limited to the revenues derived from the project.

Rebecca Grohall, Planning Director
City of Fort Pierce, FL.
100 N. U.S. 1
P. O. Box 1480
Fort Pierce, FL. 34954-1480

Dear Rebecca,

In the news this last week or so, a story regarding the relocation of the Fort Pierce Waste Water Treatment Facility seems to be moving toward a possible resolution with the appointment of a committee to develop an estimate of expenses, establishing general financing policies, updating and adjusting relocation cost, and exploring and pursuing different funding mechanisms.

I represent a company which has been developing and financing government (municipal) projects for over 50 years. In the succeeding communication herein you will find information about P-3's, a draft of an RFP, and a partial company brochure.

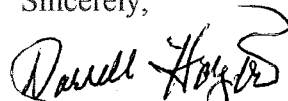
Diversified Municipal Finance Corporation is delighted to share this information which may assist the ad hoc working committee in its efforts to arrive at working solutions to relocate the waste water treatment facility.

Within this communication is a P-3 plan of how to proceed with a "design build" facility using a tax exempt financing plan. Today's financing interest rates for tax exempt funding is 3.5% or thereabout. If that interest rate is applied to the anticipated cost of the project (which I saw in the article at about \$108,000,000) over a 30 year period, an annual debt service figure could be calculated.

DMFC would be very interested in assisting Fort Pierce in this endeavor. DMFC, as you will see in the attending communication, would secure the total amount for the project prior to the beginning of the construction, place the funds in escrow to generate whatever interest was available, guarantee a maximum project price, and oversee that the project was completed on budget and within the time frame scheduled for the project.

DMFC has present commitment from its investment partners that funds for this project are available whenever that moment arrives.

Sincerely,



Darrell Hoyer, Associate
Diversified Municipal Finance Corp.

P.S. Joe Vaughn, President of DMFC, is also an SEC Registered Municipal Advisor-#866-00970-00 and would be available to assist the ad hoc committee and others.

February 2, 2016

USING PUBLIC-PRIVATE PARTNERSHIPS (P3) FOR PUBLIC USE
PROJECTS

If you are a 'public body' as we have defined it on the following pages, and have an outstanding Request for Proposals, a Request for qualifications, or are considering soliciting responses for a facility to be used by you exclusively, or combined with commercial development, then the following information could assist in securing the most transparent and cost effective project for your use.

The suggestions and techniques found in the following paragraphs have been developed over the more than 50 years that Diversified Municipal Finance Corporation has been providing 'off-ledger' financing to government bodies. The process predates, but is now included, in most P3 legislation.

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**Why use P3 instead of a Traditional Project Acquisition
Process? - 1 -**

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Are there cost savings to using a P3? - 2 -

What P3 structure meets the expected requirements?..... - 3 -

Are there reasons other than 'debt avoidance' to use a P3? - 3 -

**What would be the Recommended Approach that would best
benefit us? - 3 -**

Can the Potential Annual Costs be Estimated? - 4 -

What can be done if we have already published an RFQ/RFP? - 5

Definition of a 'Public Body'

Our definition of a public body would be an entity that has been created under the codes and statutes of the state jurisdiction where they are domiciled or an authorized subdivision of such a described entity. Villages, Towns, Counties, States, School Corporations, Port Authorities, Library Districts, Airport Authorities, Redevelopment Authorities and other similar agencies would be considered 'public bodies'. If they are authorized by the documents establishing their existence, to issue debt for their purposes, then IRS would consider the interest on those financing instruments issued for their own purposes as tax exempt.

Projects generating income like parking garages, student housing projects, marinas, and certain airport projects may also be considered public use projects and when there is sufficient net income, annual payments on the transaction may be limited to only project revenues without any financial commitment from the acquiring public body.

Why use P3 instead of a Traditional Project Acquisition Process?

A process for acquiring public-use projects, not necessarily known as a P3, has been in use for at least the 50 years that we have been in business. If the use of the P3 process is only to avoid creating a 'debt' then an annual lease with the proper verbiage will accomplish the same 'debt' avoidance with the option to include both the design and build aspects without some of the shortcomings of the P3 process.

A careful reading of P3 enabling legislation would suggest that the process was not specifically designed for acquiring public use projects. Although

using a P3 for that purpose is not illegal, it does not provide the transparency, lower tax exempt rate applications, and the positive control over a project that the traditional method would accomplish.

The traditional method of acquiring a public use project provided the most transparent process because it begins with the public entity engaging an Architect, and after approved plans and specifications are available, publicly advertise for a construction contract, and then awarding it to the 'lowest and best bidder'. Once the construction costs were known the bond issue can be sized and tax exempt bonds issued to provide the needed funding.

Pressure from various professional organizations has allowed modification of the traditional project delivery system. The use of a 'design-build' process allows an Architect and Contractor team to be selected through a request for qualifications process. ***The process does not require public bidding of the construction.** Design-build has evolved further into the P3 process where a developer is selected often without knowing the full project parameters or the actual costs to the entity. Another modification is the use of 'Construction Managers'. That process can be effective but unless the construction manager is 'at risk' for a guaranteed amount, there are almost always cost overruns.

The costs of a P3 are not usually known until the fiscal body of the entity is asked to approve the terms and conditions of the transaction.

Published instances exist where projects were rejected during the final analysis of the transaction terms and conditions. At that point it was determined that the projected costs and a

and a decided lack of transparency were not acceptable to the fiscal body.

A great deal of time and effort can be expended by all parties before the final decision point is reached.

Appropriate use of a Public-Private-Partnership

It is our opinion that the best application of the developer driven P3 process is to provide public bodies with a means of developing their unused lands without the necessity of entering into a separate land disposition process. The intent of that P3 process should be to select the most qualified developer who would propose the most suitable commercial project that benefits the community by providing a productive use of unused lands.

The land owning entity should expect to receive an ongoing cash flow from one, or more, of these sources: ie. ground rental, real estate taxes, income participation agreements, or in some cases, a limited partnership with a qualified developer where the land is made available in return for the partnership interests.

Certain projects that will use taxpayer generated funds are better financed by using tax-exempt rates because it results in lowered costs for the funding and a resulting lower cost to the taxpayer. Clearly, those facilities would be: City Halls, Libraries, Schools, etc.

Some projects that develop a cash flow might also be considered 'public use projects' even though charges might be made for their use. Those projects include, Marinas, Parking Garages, and even Student Housing.

For instance, a private developer of student housing would need to pass through the additional taxable interest cost and in many cases, the additional cost of real estate taxes. If a leasing

or rental program involving the school is used, it would not be necessary to charge somewhere between \$150 and \$250 per month in order to cover the taxable rates and the real estate taxes.

Even with other revenue projects the private developer P3 must charge revenues adequate to meet his debt service and operating expenses. Again, those charges must be reflected in the increased user charges.

Over its lengthy time in business, DMFC has developed, or financed through the use of leasing agreements, all types of public use projects. We use a process that allows the cost recovery payments to be calculated using interest rates comparable to tax exempt rates and can use legal language that restricts the rental payments to 'project revenues', 'annually appropriated fund', 'availability payments', as well as some other language limiting the payments to specified sources.

Are there cost savings to using a P3?

If a P3 is used for a public use only project, it is doubtful that any savings will be accrued if for no other reason than the cost differential between conventional and tax exempt rates that must reflect in an increased annual cost.

The P3 could also be more costly because of developer profits, both at inception and during the life of the transaction. Another consideration would be if the developer envisioned project actually meets the requirements of the government entity.

When eventually approved, will there be a competitive amount charged for the construction? Is there a termination charge if in the future the entity was not satisfied with the facility man-

agement? The many open-ended aspects of a private developer P3 raises questions about any perceived savings to the entity, and ultimately, to the taxpayers of the jurisdiction.

If the P3 is used for developing a project other than a public use project, cost savings would be the least of the considerations. A properly crafted RFP/RFQ will allow the government entity to select a well qualified and experienced developer to own, design, construct, finance and operate a commercial project. It is in the best interest of the developer to propose a project that would be competitive in the market since he would have to make a profit and recoup his costs from the project revenues without any government funding or guarantees.

The public entity should reserve the right to review and approve all plans, specifications, and establish covenants that restrict the use of the land to the proposed development.

What P3 structure meets the expected requirements?

The most basic structure would be a long term rental/lease agreement with payments subject to the 'availability of legally appropriated funds', 'availability payments', or a one year lease with numerous options to renew each year on the same terms and rental amount for up to 30 years.

The rental agreement must provide an option to purchase any improvements during the term of the agreement with an amount based on an amortized balance of the original, approved, recovery costs with no penalties.

If a Ground Lease is used to make the land available, it should be made clear that the leased lands are not subordinated to the Facilities Lease or pledged to any financing agreements. The Ground Lease should also clarify that

the improvements become the free and clear property of the entity upon expiration of the Ground Lease term or upon exercise of the Option to Purchase with no additional payments required for the transfer of ownership. .

Differing arrangements can be considered and negotiated if the proposed transaction is a private use, commercial project.

Are there reasons other than 'debt avoidance' to use a P3?

It is our opinion that the only reason to use a developer driven P3 approach is to create a financing mechanism that avoids a transaction being considered as a 'debt' for accounting purposes.

Using the previously discussed lease or a year to year rental agreement, with appropriate language, the transaction should be treated as a 'current obligation' rather than a 'debt'. A knowledgeable landlord should be able to apply the tax-exempt benefits and the entity would not lose control over the facilities.

What would be the Recommended Approach that would best benefit us?

During the early planning stages of a project, consideration needs to be given to; 1) will this project be a public use project as defined above; or, 2) will it be a commercial project. **Our following guidance is given solely for the acquisition of a public use project.**

We believe that a modest modification to the traditional approach to acquiring a project provides the most transparent and cost effective method of project acquisition.

First, either through a published Request for Qualifications, or through the

negotiations, select a potential Landlord who has extensive experience dealing with providing government facilities.

Second: The response, or negotiations, should clarify their position on; 1) the willingness to provide 100% of the financing needed for the project even if the design and construction elements are selected by the entity; 2) the need to use an unsubordinated Ground Lease; 3) Select a Designer/Architect either through a Request for Qualifications or by negotiations with a person, or company, having an established reputation for cooperating with government bodies in providing planning and design meeting all of the building requirements established by the entity.

Third: After the plans and specifications have been approved by the entity, advertise for bids on the construction of the facilities. There are questions in addition to the cost that should be answered in the bidding process. 1) The ability of the bidder to provide a 100% Performance and Payment Bond' 2) The ability of the bidder to provide, and maintain during the construction period, Builder's Risk Insurance, Liability Insurance, and Workmen's Compensation Insurance; 3) agree that 10% will be held back each month based on a requested construction requisition; 4) provide a comprehensive plan utilizing Historically Underutilized Businesses (HUB) committed to at least 22% of the contract dollars to subcontractors and suppliers; and, **5) expressly agree to enter in to a guaranteed maximum price contract that precludes contractor change orders and guarantees a delivery date certain.**

The Architectural and Construction Contract would be entered into with the selected Landlord who will fulfill the terms of the contracts.

DMFC is a well qualified and experienced Landlord that can provide all of the needed funding and, if desired, assemble a team that would include the design team as well as a contractor with the ability to construct and deliver the completed project.

The '*turnkey*' approach, as herein described, closely resembles a **design-build** which has been used for a number of years. Although the project delivery time might be compressed by using the turnkey process, there can be a resulting loss in transparency.

Can the Potential Annual Costs be Estimated?

Although actual costs cannot be determined until the parameters of the project have been determined, an indication of how a Landlord/Developer would develop his basis for recovering the project costs can be determined by requiring a process used when sizing a municipal bond issued.

The sizing of a bond issue would normally include the cost of design, construction, land (if not owned), bond and marketing fees, bond counsel and other legal costs, interest during construction, and any other costs associated with completing the project for use.

A developer/landlord might use different categories that would include: mortgage payments, return and recovery of invested equities, landlord fees and profits, lender construction, permanent loan fees, interest accrued during the construction period, security deposits, advance rental payments, legal, accounting, and any other costs.

In order to develop a point of comparison, we will establish an arbitrary 'base' cost of the land, design, construction of \$20MM to be used as a guide. The responder could be required to use that basis and provide a

listing and the calculated amounts needed to develop his Cost of Recovery (CRA).

The response would also include what the respondent expects to apply as the recovery rate over a 30 year term.

□

For instance, the calculated CRA might be \$23.2MM using the base of \$20MM. If a taxable rate of 5.5%, and a term of 30 years were applied, an annual payment amount would be estimated at \$1.6MM. The current tax exempt rate for "AA" rated municipal bond issue is about 3.4%.

A simple computation of applying 2% to the CRA shows the annual cost differential between using taxable and tax exempt rate at about \$465K per year which must be made up by the taxpayers.

The calculation of estimated payments would disclose the expected CRA recovery rate and allow a comparison between other respondents as well as provide a checkpoint when compared to current tax exempt bond rates.

Usually an RFQ/RFP is worded in such a way that the public use project secured through the process can not benefit from tax exempt funding.

What can be done if we have already published an RFQ/RFP?

If responses to a published RFP/RFQ for a mixed-use project are pending receipt you can Issue an Addendum to the RFP/RFQ that would clearly separate the public use project from the commercial sections of the project.

Language in the Addendum should allow a respondent to reply only on the public use portion, only on the commercial portion, but if they elected to do so, respond on both projects. This would allow a developer/landlord to respond on the projects where they believe themselves to be best qualified.

Initial responses do not disclose anticipated annual costs because the scope of the project has not been determined and no costing information is requested by language in the RFP/RFQ. However, there is no reason that a respondent to a RFQ/RFP cannot be asked to provide the answer to the CRA determination and the rate he would currently use so that a response can be compared with other respondents and current tax exempt rates.

A response can be required that provides the CRA, rate, and projected payment requested in the previous section

Diversified Municipal Finance is able to provide qualified and effective Landlord services anywhere in the United State.

We welcome your inquiries and request which you either place us on your listing for future projects, or if you have projects pending, or provide us with a copy of your Request for Proposal or Request for Qualifications. We are prepared to serve your needs promptly and efficiently.

By request we can provide a sample Request for Proposals enabling the Landlord selection. We can also provide you with a sample Addendum for either separating mixed-use projects or for obtaining the expanded response from selected finalists so that potential costs can be compared and evaluated. Please contact us so we can be of service:

Darrell Hoyer
Regional Vice President
1528 Mockingbird Circle
Port St. Lucie, FL 34986
Tel. (317) 223-1828
email: divmunifinance@gmail.com

DRAFT OF: AN “RFP” PROPOSAL

The following format in the succeeding pages would be used by an entity who would be contemplating a “P-3” public use only project that would normally be eligible for tax exempt funding if done in the traditional manner.....

Diversified Municipal Finance Corporation
H. J. Vaughn, President
Email: divmunicfinance@gmail.com
Cell: 317-733-3694

Darrell Hoyer, Associate
Email: hoyerata@aol.com
Cell: 317-223-1828
1528 S. W. Mockingbird Circle
Port St. Lucie, FL 34986

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR A LONG TERM RENTAL/LEASE AGREEMENT

DEVELOPMENT OF A NEW _____

_____, 201__

(A) PURPOSE

_____ (the "Tenant") is seeking proposals from a qualified individual or firm (*or team of firms lead by a qualified Landlord --If the entity desires a design-build-lease response*) acting as the Landlord on a long term (as long as 30 years) net rental/lease agreement to be structured in conformity with current state laws regarding P3 (Public-Private-Partnership) and codes and statutes. The Tenant reserves the option to select the design firm and the contractor. The Landlord will be expected to honor those agreement and expend the necessary funds for all financing, design, and the construction amount approved in order to provide the Tenant with a new _____ Facility on the proscribed lands (together, the "Project").

The Project is to be located on the lands described on the attached Exhibit "A" (the "Land") which are presently owned by the Tenant, or under option to purchase by the Tenant, that If under option, the Landlord shall pay the option price for the lands and will take fee title. If the lands are owned by the Tenant, the prospective Landlord will be required to enter into a long term unsubordinated net Ground Lease. The Project to be developed will be utilized by the Tenant for its _____. It is expected to be designed to accommodate (# of employees) _____. The square footage requirements is estimated to at _____ square feet. The amounts are subject to change after the plans and specifications are fully developed.

At this time, the Tenant expects to select and guide the Architects and Engineers for the Project and then publicly bid the construction. The Tenant reserves the right to issue a timely Addendum to this Request for Proposals that would allow the use of a design-build team proposed as a portion of the Landlord response. The contractor selected by either method must enter into a Guaranteed Maximum Price Contract and provide a 100% Performance and Payment Bond issued to the benefit of agencies designated by the Landlord.

Semi-annual payments from the Tenant as payments for the improvements will be paid solely from funds to be annually appropriated and legally available to the Tenant. No installment payments on the Project shall be due and payable from the Tenant until the 1st of the ____ month from the date the Landlord funds the project unless construction is not completed. If there is a construction delay, the first payment will be extended for a period equal to the delay so that it is no less than ____ months from the date the improvements are accepted by the Tenant.

IMPORTANT: Please note that the Tenant's financial commitment to this project will be based on annual appropriation action by the Tenant and only from legally available funds. There can be no guarantee that such funding would be available in the future. The Landlord must provide its own financing arrangements and provide evidence that such funding is available. The Tenant will not issue any type of bonds or financing to assist in financing this project, however, they will, if appropriate, execute Ground and Lease Agreement with a term of up to Thirty (30) years.

(B) **ISSUING AND RECEIVING OFFICE**

Copies of this Request for Proposal may be obtained from the following address:

Qualified individuals, firms, teams of firms are encouraged to submit five printed copies of responses to this Request for Proposals, along with an electronic copy, to the Purchasing Department before 3:00 p.m. E.D.T on _____, 2016.

(C) **INTENT AND PROJECT SCOPE**

The funding to be provided by the Landlord for the project shall include the finalized costs of design, construction and financing that provides the Project to the Tenant in a ready to occupy and utilize condition. The design to be obtained, or approved, by the Tenant shall meet all requirements of the ADA (Americans with Disabilities Act), (*any other known codes or conditions would be inserted here*) and all other building and environmental requirements of the Tenant, County, and State. The Tenant shall provide a Phase #1 Environmental Review. If remediation is required, that cost shall also be included in the Landlord's Recovery Costs. The Landlord, through the Contractor and various vendors, will provide the normal warranties expected on similar projects.

If the Land is currently owned by the Tenant, it will be made available to the Landlord through an unsubordinated Ground Lease and upon either exercising an agreed upon Option to Purchase or the fulfillment of all of the rental/lease terms, the ground lease will terminate and the Tenant will own the Improvements free and clear of any liens or encumbrances other than possible easements.

If the Tenant assumes a land Option to Purchase and takes fee simple title, then either upon the exercise of an agreed upon Option to Purchase, or fulfillment of the rental/lease agreement terms, the Land and the Improvements shall be conveyed in fee simple title to the Tenant with payment of \$1.00. The Lease Agreement must include an Option to Purchase at any scheduled semi-annual payment any time after the 3 full years of lease payments have been made. In your response provide the methodology you will propose using for determining the Option price

(D) **OPERATIONS AND MAINTENANCE OF THE FACILITY**

The Tenant will operate, maintain, staff and manage the facility. All operational costs, taxes, maintenance, repairs, replacements and management shall be the responsibility of the Tenant after acceptance of the improvements.

(E) **RFP SCHEDULE**

The following are key dates related to RFP advertisement, deadline for submission of responses, evaluation and selection process:

Publication of RFP Notice	_____	20__
RFP available from Purchasing Department	_____	20__
Deadline for submission of RFP	_____	20__
Evaluation and selection process completed and contract negotiated	_____	20__

(F) **PROJECT SCHEDULE**

The following are target related to the completion of the project:

Schematic Design _____, 20__

Cost Projections _____, 20__

Present to _____
For: Approval of Lease Agreement and
& other Documents _____, 20__

Execute and fund Agreement _____, 20__

(G) **SUBMISSION REQUIREMENTS**

The Tenant is not interested in lengthy or elaborate proposals. Your response should be concise, and if possible, vitae should be limited to two pages for the Landlord plus two pages for other firms if use of a team is proposed. However, submissions should be sufficiently detailed to insure that you convey the strengths of the Offeror. A draft of your proposed Ground and Facilities Lease agreements must be a part of the response documentation.

Each Offeror should provide the following information regarding qualifications to perform the project: Provide the relevant experience of the Responder. The minimum requirements for submission are:

(1) The prospective Landlord shall be on record as the Landlord of a minimum of five (5) public-use projects similar to the one sought through this RFP in which the payments have been limited to annual appropriation action and where an unsubordinated Ground Lease was used.

******Optional*****If the Tenant desires a 'turnkey' design-build-finance -- enter a requirement that the responding design firm show that they have successfully designed at least 5 public use projects; and, also require that a responding contractor have successfully completed at least 5 public use projects)*

(2) List any additional qualifying projects that may have been successfully completed that

will further clarify your experience.

(3) Include a statement summarizing your understanding of the basic program and scope of work

(4) A detailed description of the timing and methodology for interacting with the Tenant during the entire design and construction process.

(5) Submit a description of program information, research, technical studies, existing plans and other information that will need to be provided to you.

(6) Submit a detailed description of the legal structures for this project

(7) The Offeror shall provide the source of funds for completing the Project by providing evidence of cash available, source of equity funds (if needed), a preliminary commitment letter from a bank, insurance company, underwriter, or investment banking firm indicating their willingness to participate in financing the Project and the expected percentage the financing will cover. The letter should include the expected interest rate and other terms of the financing.

(8) Include with your response your estimated annual cost recovery payment amount using a 30 year transaction term. First semi-annual payment the 1st of the 24th month from funding, using the following arbitrary figure as the basis for your computations.

Land Acquisition, Construction, demolition, and Architect - \$50,000,000

To this figure disclose and add any Landlord's profit, loan or lender's fees, legal or accounting fees, interest due until the first payment, insurance during construction, security deposits, prepaid rentals, and any other costs needed for calculating the semi-annual amount needed to recover the projected costs. Using those accumulated figures as your cost recovery basis, show through a format similar to Attachment", all of your calculations and entries for determining the annual payments indicating the interest rate used for recovery of your costs over the term. If you will be the contributing equity, show the amount of equity to be contributed, the equity recovery rate, and the expected term for equity recovery. Finally, state the total amount to be paid by the Tenant for a 30 year term.

The estimated semi-annual payment is: \$ _____

This information will be used to compare the costs to the Tenant by requiring that all respondents use the same base figure.

The Tenant recognizes that interest rates can be subject to adjustment up to 30 days prior to the funding and start of project's construction and the Offerors shall provide the index as to how the adjusted rate would be determined at least 30 days prior to the closing date. Should the Tenant determine that any increased rate established prior to the actual closing and funding of the transaction would exceed its anticipated annually available funds, the Tenant reserves the right to either negotiate modifications in the proposed agreement or cancel any prospective agreement without any penalty or charge to the Tenant.

(H) **EVALUATION, SELECTION & CONTRACT NEGOTIATION PROCESS**

The Tenant shall compile a list of Offerors that have submitted complete responses to the Request for Proposals before the deadline.

The Tenant will appoint a Committee consisting of at least three persons to evaluate the responses to the Request for Proposals and conduct investigations and interviews (if deemed necessary).

The Committee will review the following information as part of the evaluation, interview and selection process:

- Advertised notice for Request for Proposals
- The Request for Proposals
- Responses to the Request for Proposals
- Blank evaluation sheets (see Appendix A)

The Tenant will use staff resources to the extent necessary to secure any other information deemed important by the Committee. The Tenant will be responsible for all correspondence, notification, and contract negotiations.

The Committee shall conduct the evaluation, investigation, interview and selection process in the following manner:

- (1) Each member of the Committee shall be provided with the information shown above.
- (2) The Committee shall meet in executive session to evaluate the responses to the Request for Proposals and to select and rank three finalists.
- (3) The Tenant shall send a letter to each Offeror to the Request for Proposals with the following information:
 - Identification of the three finalists; and,
 - Summary of the remaining procedures leading to awarding the contract. If two or less than two qualified applicants are identified, they shall all be notified in writing.
- (4) The Committee may request in person interviews, but they are not required to have such interviews. If held, the finalists shall be interviewed one at a time on the same day.
- (5) The Tenant shall send a letter to each finalist with the following information:
 - Notice of final ranking; and,
 - Summary of then remaining procedures leading to awarding the contract.
- (6) The representative, as designated by the Committee, shall then endeavor to negotiate a contract with the top ranked Offeror. Should the representative be unable to negotiate a satisfactory contract with the top ranked Offeror, negotiations will be initiated with the second rated Offeror and then the third rated Offeror.
- (7) Upon successfully negotiating the contract, the Tenant shall send a letter to the other finalists that:

- Identifies the Offeror which has successfully negotiated a contract.

(I) **ORAL PRESENTATIONS**

The Tenant reserves the right during the initial evaluation of proposals to request additional information to clarify any point in any of the proposals and to conduct interviews with any or all Offerors.

(J) **REJECTION OF PROPOSAL**

The Tenant reserves the right to reject any and all proposals received. The Tenant will evaluate all proposals based on the capabilities and experience of each Offeror and does not intend to award a contract solely on the basis of apparent lowest dollars relative to design, construction and/or rental agreement rates.

(K) **PROPOSAL CONFIDENTIALITY**

This proposal shall include data that will not be disclosed outside of the Tenant offices and will not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to an Offeror as a result of or in connection with the submission of this data, the Tenant will not be limited in its right to duplicate, use in any way, or disclose the data. This restriction does not limit the Tenant's right to use information contained in this proposal if it is obtained from another source without restriction.

Information areas which normally might be considered proprietary must be limited to; individual personnel data, customer references, selected financial data, formulae, and financial audits, which if disclosed would permit an unfair advantage to competitors. If a proposal contains information in these areas that an Offeror declares proprietary in nature and not available for public disclosure, each sheet containing such information must be clearly designated as proprietary at the top and bottom of the page and must be submitted under separate cover marked "Proprietary Data".

The Tenant shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

EXHIBIT "A"

Legal Description and description of any existing improvements

EXHIBIT B
EVALUATION AND INTERVIEW SHEETS

EVALUATION OF RESPONSES

OFFEROR _____

*Rating value: 1 (lowest) to 5 (highest)

	<u>*Rating</u>	<u>Weight</u>	<u>Total</u>
(1) Evaluation of personnel	____X	10	= ____
(2) Experience and ability to perform required services	____X	20	= ____
(3) Past performance	____X	15	= ____
(4) Analysis of statements applicable to the project as requested on the Request for proposals	____X	10	= ____
(5) Understanding of project	____X	10	= ____
(6) Financial and legal structure for project	____X	20	= ____
GRAND TOTAL			_____
Projected annual cost recovery payment based on the illustration set out in the RFQ/P			\$ _____

ATTACHMENT "C"
REQUEST FOR PROPOSAL RESPONSE

Requesting Entity:
Project Identification:
Date:

Design/Construction/ and site development costs \$ 50,000,000

Developer fees

Total Development costs

Financing, deposits, and other soft costs

Int. until 1st monthly Pmt. 24th mo.

Lease payment security deposit

Lender construction/permanent loan fees

Trustee initial set up[

Legal/Recording/Accounting

All other recovery costs

Total financing, deposit, and other soft costs

TOTAL COST RECOVERY

Lease recovery calculations

Amortization in years -1st pmt. - 24th mo. after funding

Average annual Interest rate

Est. annual lease payment

Equity Recovery

Estimated equity required

Expected percentage of return on equity

Expected equity recovery term

Estimated annual equity recovery amount

Total annual payment

\$

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

H.J. "Joe" Vaughn

Diversified Municipal Finance Corporation

9425 N. Meridian St. #187

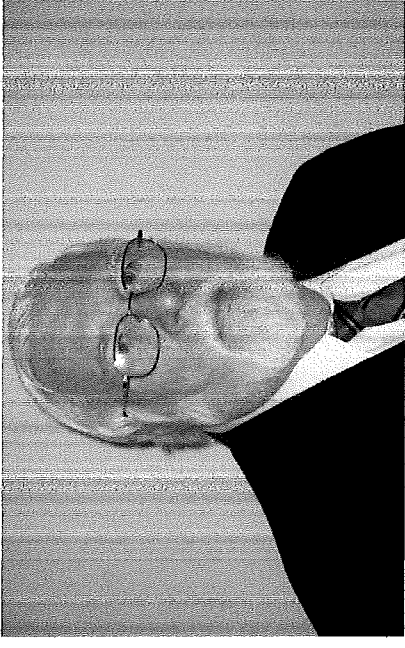
Indianapolis, Indiana 46260

Tel. (317) 733-3694

Email: divmunifinance@gmail.com

Web site:

www.diversifiedmunicipalfinance.com



DMFC arranges for financing for various types of projects and frequently acts as the Lessor on real estate development projects by providing complete build-to-suit projects, fully financed, using lease purchase agreements. When working with a qualified governmental body, tax exempt rates can be used for determining the lease rates. When acting as the Lessee, DMF assumes full responsibility for the completion of the project; on time and within budget. Joe initially studied Architectural Engineering at Ohio State University and later received an MBA in Finance from Northwestern University. His many involvements led him to become a Registered Professional Engineer, licensed Real Estate Broker, Member of the American Institute of Appraisals, Senior Appraiser-Society of Real Estate Appraisers, and Licensed General Contractor in five states.

After being in business for over 50 years, there is not adequate space to list all of the projects that have been completed. Some of the more interesting projects have been; hospitals, marinas (up to 1100 slips), jails, prisons, airport facilities, day care centers, parking garages, university dormitories, various university facilities, private dormitories, military dormitories, apartments, condominiums, warehouses, industrial properties, commercial properties, and subdivisions.

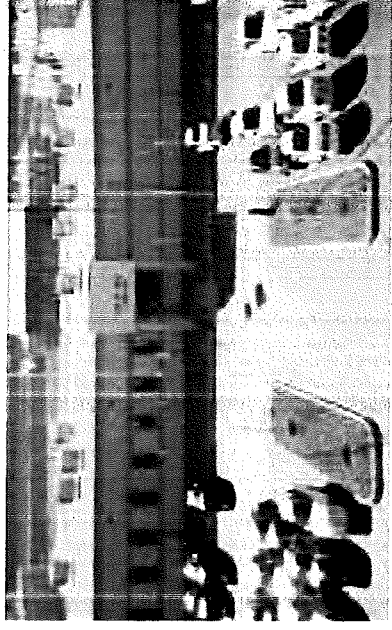
Specializing in Public Private Partnerships

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

COMPANY BACKGROUND

Since 1964, DMFC has developed and financed over 250 projects in 82 cities and 14 states by assisting in providing the facility needs of public entities and qualified non-profit organizations. We specialize in the privatized and tax-exempt financing of facilities for public entities. We provide full development services including 100% off-balance sheet financing at tax-exempt rates. We can either take full charge of the project including design and construction using independent contractors and architects, or we can work with those professional selected by the public entity. We foster a spirit of teamwork, trust, and cooperation to meet your objectives. Our experience with public-private partnerships is the foundation that allows us to address your concerns and goals, efficiently manage the development process, and create a project of which the community can be proud.

Generally, our program speeds up the development process and can reduce the project's cost since time is money.



Specializing in Public Private Partnerships

DMFC's Background continued..

- Studies for tax rates for determining a current value and appropriate rate have been done for: hospitals, airport authorities and commissions. Detailed studies of the real estate market have allowed several Cities and Counties to totally re-evaluate their leasing and real estate acquisition programs with substantial resultant savings to the entity.
- DMFC has worked with insurance companies, banks and other lending institutions to evaluate new projects and to assist in the disposal of foreclosed or delinquent commercial facilities and apartments. In a number of instances, DMFC actually purchased the property and accomplished whatever redevelopment was necessary.
- DMFC is now entering a new era of providing financing, development and construction of solar and wind energy projects for governmental entities and private corporations.

Single Source Development

Financing

PROGRAM MANAGEMENT

- Responsible for design, construction & financing
- Fixed Budget and Schedule

PREDEVELOPMENT:

- Master Planning
- Needs Assessment
- Feasibility Studies
- Budgeting/Estimating
- Site Selection
- Tax Rate Studies

DEVELOPMENT

- Architectural & Engineering Design
- Construction
- Value Engineering

Leasing provides a flexible and cost effective funding alternative to bonded indebtedness. Since our lease does not usually require voter approval, the development process is expedited and facilities can be built quickly at competitive interest rates. Utilizing this creative method of financing, lease payments are current fiscal period expenditures, which may avoid state debt limits on financing restrictions.

In addition to providing a flexible financial structure, tax-exempt leasing also affords the client with complete control of the process. The Public entity is the effective owner of the land and the facilities at all time. At the end of the lease term, the title to the facility reverts to the Public entity.

Specializing in Public Private Partnerships

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

PARTIAL PROJECT LISTINGS

MARINAS:

- Alton, Illinois
- Chicago, Illinois
- Hammond, Indiana
- Dunedin, Florida
- Clearwater, Florida
- Venice, Florida

HOUSING FOR THE ELDERLY:

- Cincinnati, Ohio
- Indianapolis, Indiana (4 projects)
- Valdosta, Georgia
- Anderson, Indiana
- Savannah, Georgia

APARTMENTS & COMMERCIAL

- Dunedin, Florida (2 projects)
- Alexandria, Virginia
- St. Louis, Missouri
- West Lafayette, Indiana
- Clearwater, Florida
- Savannah, Georgia

PARKING GARAGES:

- El Paso, Texas
- Charlottesville, Virginia
- Cleveland, Ohio
- Houston, Texas

Specializing in Public Private Partnerships

DIVERSIFIED MUNICIPAL FINANCE CORPORATION

Private Partnerships Offer a Creative and Cost Effective Solution to Meet All of Your Facility Needs. Privatized Developments and Tax-Exempt Financing for the Public Sector

As the developer, Diversified Municipal Finance Corporation offers a full range of comprehensive services that satisfy every aspect of development. Our public sector work covers virtually all facility types such as:

MUNICIPAL BUILDINGS

- ~ Government Offices
- ~ Courthouses
- ~ Schools
- ~ Libraries
- ~ Community Recreation Centers ~ Parking Structures

PUBLIC SAFETY BUILDINGS

- ~ Jails & Prisons
- ~ Police & Fire Stations
- ~ Hospitals

INFRASTRUCTURE

- ~ Roads
- ~ Bridges & Tunnels
- ~ Water Treatments Plants

PUBLIC AND PRIVATE UNIVERSITY PROJECTS

- Classrooms and Offices
- Laboratory
- Field House
- Dormitories

Headquarters:

9425 N. Meridian St. Ste. 187
Indianapolis, Indiana 46032
(317) 733-3694

email: divmunifinance@gmail.com
www.diversifiedmunicipalfinance.com

Southwest Region:

Jack Simonson, Regional Vice President
8441 Millbridge Rd
Huntington Beach, CA 92646
(714) 322-7422

Southeast Region:

Darrell Hoyer, Regional Vice President
1528 S.W. Mockingbird Circle
Port St. Lucie, FL 34986
(317)223-1828

Privatized Development and Tax-Exempt Financing for the

Public Sector

Private Partnerships Offer a Creative and Cost Effective Solution to Meet All of Your Facility Needs

Specializing in Public Private Partnerships

The History of DMFC

- H.J. “Joe” Vaughn is the President of Diversified Municipal Finance Corporation. Joe holds degrees from: Ohio State University in Architectural Engineering and Northwestern University in Banking and an MBA.
- Joe held licenses as a: Registered Professional Engineer in Ohio and Indiana; Contractor’s License in Florida, Virginia, and Missouri; Real Estate Broker in Indiana; DUNS #067001328; and Diversified Municipal Finance is an **SEC Registered Municipal Advisor-#866-00970-00**.
- Joe’s past professional affiliations are numerous which include, but are not limited to: the Indianapolis, Indiana, and National Real Estate Association; a member of the American Institute of Appraisers; a member of the Society of Real Estate Appraisers; a member of the Indianapolis and Indiana Builder’s Association; and a member of the Indianapolis and Indiana Mortgage Banker’s Association.

Continue-History of DMFC

- Joe's profession experience is extensive marked with "50" years in real estate development and lease-purchase financing.
- Diversified Municipal Finance Corporation was started by Joe in 1962 on a "dare"! Joe was a member of a local school board in Indiana that was in the process of building a new elementary school. When the bids were opened, the cost of construction and the resulting cost of financing were over the budget. After he commented rather strongly about the prices, one of the other board members said: "If you are so sure of yourself and the costs, why don't you resign from the board and submit us a proposal yourself?" Joe did just that and it saved hundreds of thousands of dollars for the school corporation.
- So began a 50 year career of providing development services and lease-purchase financing to various government agencies. The lessons learned over these many years allows Joe, through his company, Diversified Municipal Finance Corporation, to provide the "best" in lease-financing for almost any project.

Previous Projects....

- **Hospitals:**
- **Marion County Health and Hospital Corporation-Indianapolis, Indiana**
 - 286 bed acute care, emergency and trauma center, burn center, and surgical capability.
- **Winona Memorial Hospital –Indianapolis, Indiana**
 - Privately owned and operated acute care hospital, emergency room and surgical capability
- **Westview Osteopathic Center-Indianapolis, Indiana**
 - Privately owned 92 bed hospital and rehabilitation center
- **Pearland Community Hospital-Pearland, Texas**
 - Evaluated project, secured necessary financing, but city support for the project was withheld and the facilities have not been built
- **Wadley General Hospital-Texarkana, Arkansas**
 - Defeased an existing bond issue and provided additional funding at lower rates than the the outstanding issue
- **Liberty County Community Hospital-Hinesville, Georgia**
 - Defeased and existing bond issue and provided additional funding at lower rates than the outstanding issue

Continue Previous Projects...

- **University Projects**
- Ohio State University-Dormitory renovation
- Ohio State University-Employee day care center
- Ohio State University-Aircraft hangar project
- Brown University-Dormitory renovation
- Savannah State College-Dormitory
- Indiana University-Owned and operated a private dormitory
- Purdue University-Owned and operated a private dormitory
- Butler University-Dormitory
- **Military Projects**
- Bachelor Officer's Quarters-Ft. Knox, Kentucky
- Senior Enlisted Men's Quarters-Ft. Knox, Kentucky
- Trainee's Dormitory-Ft. Benning, Georgia
- Enlisted Men's Dormitory-Ft. Stewart, Georgia
- Army Reserve Center-Ottumwa, Iowa
- Air Force and City of Columbus, Ohio-Airport development project
- Navy and City of Northridge-Airport development project
- Navy and City of Orlando-Airport development project

Continue Previous Projects

- Other Housing Projects (partial listing)
- Mediterranean Manors-Condominiums
- Governor's Square-Condominiums and single family homes-Florida
- Sycamore Garden Apartments-Indianapolis
- Arlington Garden's Apartments-Indianapolis
- Housing for the Elderly-Indianapolis Housing Authority
- Mt. Zion Apartment-501(C)(3) sponsored apartments-Indianapolis
- Southeast Side Community Development-501 (C)(3) sponsored apartments-Indianapolis
- Alpha and Omega-501(C)(3) sponsored apartments-Indianapolis
- Housing for the Elderly-Cincinnati Housing Authority
- Governor's Square-Condominiums and single family homes-Virginia
- ****Over 1,700 other multi-family units developed in various cities
- Eagle Creek Airpark-Indianapolis Airport Authority
- Mt. Comfort Airport-Indianapolis Airport Authority
- Dekalb Airport Hanger Projects-City of Dekalb, Illinois
- Greenwood Airport Hanger Project-City of Greenwood, Indiana
- Venice Airport Hanger Project-City of Venice, Florida
- Municipal Marina-City of Venice, Florida
- Municipal Marina-City of Hammond, Indiana
-

Continue Previous Projects

- Other Housing Projects continued....(partial listing)

- Municipal Marina-City of Alton
- Municipal Marina-City of Dunedin, Florida
- Municipal Marina-City of Clearwater, Florida
- Community Park and Campground-Pinellas County Florida
- Detention Center-Newton County Texas
- Detention Center-Bent County Colorado
- Detention Center=Owen County Georgia
- County Jail-Zavala County Texas
- County Jail-Howard County Indiana
- High School-Howard County Indiana
- Elementary School-Mooresville, Indiana
-

Potential Funding Sources for FPUA WRF Relocation

- Grants
 - State
 - SFWMD Issues Team
 - Federal
 - Department of Economic Opportunity
 - FIND
 - Treasure Coast Regional Planning Council
 - FDOT
- FPUA Capital Improvement Charges
 - Assign percentage of CIC to future MWRF construction
- FPUA Rate Payers
 - Determine acceptable level of rate increase over specified length of time
 - Take into account offset in future capital expenditures for Island WRF
- City of Fort Pierce
 - Proceeds from sale of IWRF site (get appraisal for clean site)
 - Cash contribution?
- St. Lucie County
 - Joint venture on plant to reduce cost (economy of scale)
 - Utilization of excess capacity for interim period
 - Cash contribution?
- Developer Contribution
 - Must be secure so debt does not fall back on rate payers
 - Will be difficult to quantify at this point

September 28, 2016

Howard Tipton, County Administrator
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Clay Lindstrom, Director of Utilities
Fort Pierce Utilities Authority
206 S 6th Street
Fort Pierce, FL 34950

Dear Howard and Clay:

At their meeting on September 6, 2016, the City Commission approved the following recommendations of the Wastewater Relocation Advisory Committee:

1. Have property surveyed;
2. Request City, FPUA and County staff identify and explore grant funding opportunities; and
3. Request FPUA to develop a phased schedule for construction of new facility and decommissioning of existing facility.

Subsequently we learned that the Fort Pierce Utilities Authority had the property surveyed in 2013; a copy will be provided to the committee.

On behalf of the Mayor and City Commission, I would like to request that both the County and FPUA join the City in exploring grant funding opportunities to relocate the wastewater treatment plant.

Furthermore, a key element of the grant funding will be identifying a phased schedule for construction of a new facility and decommissioning the existing facility that would need to be developed by FPUA.

We greatly appreciate the continued partnership in our efforts to evaluate the relocation of the Wastewater Treatment Facility.

MEMORANDUM

TO: FPUA Board
FROM: Clayton W. Lindstrom, P.E., Director of Utilities
DATE: October 14, 2016
SUBJECT: Water/Wastewater Regionalization Project Study



RECOMMENDATION:

POA 16-60: Approve:

- a. FPUA's contribution of one-half of the total cost of a proposed Regionalization Study to be performed by Public Resources Management Group, Inc. (PRMG), of Maitland, Florida, in an amount not to exceed \$36,675, contingent upon St. Lucie County agreeing to pay the other half.
- b. Budget Transfer Request in the amount of \$36,675.

SUMMARY/SUPPORTING INFORMATION

St. Lucie County (SLC) and Fort Pierce Utilities Authority (FPUA) are currently evaluating water and wastewater capacity needs and objectives to meet the future demands of the region. In order to facilitate the wastewater service area needs, SLC and FPUA formed a wastewater plant relocation committee to develop wastewater plant relocation options and identify funding mechanisms. Recently one of the Committee members developed and presented to the committee an alternative plan to relocate the Island Water Reclamation Facility to a site on the mainland (referred to as the Mainland Wastewater Reclamation Facility or "MWRP"). SLC and FPUA would like to evaluate additional regional wastewater service scenarios regarding the wastewater plant relocation as well as water regionalization alternatives to collectively identify cost effective regional options available. PRMG has put together the attached "draft" scope of services for this Regionalization Project.

St. Lucie County wants a commitment from FPUA that we will pay for 1/2 of the study.

ALTERNATIVES (IF ANY):

Do not proceed with this project.

ATTACHMENTS:

Regionalization Project Scope
Regionalization Study Cost Estimate
Budget Transfer Request

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.	Description	Public Resources Management Group, Inc.							Total
		Project Managers		Associate	Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total	
		Principal Robert Orf	Principal Henry Thomas						
1	Direct Labor Rates	\$ 190.00	\$ 190.00	\$ 150.00	\$ 115.00	\$ 85.00	\$ 55.00		
Task 1-1: Data Compilation									
2	Data Request and Review	1	1	4	-	4	2	12	
3	Kickoff Meeting /Data Review/Project Schedule	6	6	8	-	-	-	20	
4	Sub-total Task - hrs.	7	7	12	-	4	2	32	
5	Sub-total Task - Labor Costs	\$ 1,330	\$ 1,330	\$ 1,800	\$ -	\$ 340	\$ 110	\$ 4,910	
Task 1-2: Service Area Demand Forecast									
6	Compile Service Area Forecasts and Service Demands	2	2	8	-	16	-	28	
7	Sub-total Task - hrs.	2	2	8	-	16	-	28	
8	Sub-total Task - Labor Costs	\$ 360	\$ 360	\$ 1,200	\$ -	\$ 1,360	\$ -	\$ 3,320	
Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis									
9	Review of Operating and Capital Budgets	1	1	2	-	6	-	10	
10	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	6	-	10	
11	Project Capital Needs (including on-going renewals & replacements)	1	1	6	-	12	-	20	
12	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	1	1	2	-	6	-	10	
13	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	1	1	6	-	12	-	20	
14	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	1	1	4	-	8	-	14	
15	Sub-total Task - hrs.	6	6	22	-	50	-	84	
16	Sub-total Task - Labor Costs	\$ 1,140	\$ 1,140	\$ 3,300	\$ -	\$ 4,250	\$ -	\$ 9,830	
Task 1-4: County System Base Cost and Life Cycle Cost Analysis									
17	Review of Operating and Capital Budgets	1	1	2	-	6	-	10	
18	Develop Cost Drivers & Project Operating Expenses	1	1	2	-	6	-	10	
19	Project Capital Needs (including on-going renewals & replacements)	1	1	6	-	12	-	20	
20	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	1	1	2	-	6	-	10	
21	Evaluate Incremental Expenses and/or Savings Derived from Strategic Projects	1	1	6	-	12	-	20	
22	Prepare and Summarize the Net Present Value of Direct Costs to Construct and Provide Service	1	1	4	-	8	-	14	
23	Sub-total Task - hrs.	6	6	22	-	50	-	84	
24	Sub-total Task - Labor Costs	\$ 1,140	\$ 1,140	\$ 3,300	\$ -	\$ 4,250	\$ -	\$ 9,830	
Task 1-5: Consolidated Service Option Capital Evaluation (2 Options Assumed)									
25	Project Consolidated Capital Needs (including on-going renewals & replacements)	6	6	10	-	8	-	30	
26	Evaluate and Review of Long-term Financing Options & Other Sources of Income to Fund Projects	4	4	10	-	8	-	26	
27	Sub-total Task - hrs.	10	10	20	-	16	-	56	
28	Sub-total Task - Labor Costs	\$ 1,900	\$ 1,900	\$ 3,000	\$ -	\$ 1,360	\$ -	\$ 8,160	
Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation (1 Option Assumed)									
29	Identify and Project Operating Expenses as a Regional Authority	2	2	8	-	16	-	28	
30	Evaluate Incremental Costs and/or Savings Derived from Regionalization	2	2	8	-	4	-	16	
31	Sub-total Task - hrs.	4	4	16	-	20	-	44	
32	Sub-total Task - Labor Costs	\$ 760	\$ 760	\$ 2,400	\$ -	\$ 1,700	\$ -	\$ 5,620	

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.	Public Resources Management Group, Inc.										
	Project Managers				Associate	Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total		
	Principal Robert Ori	Principal Henry Thomas									
Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option (2 Options Assumed)											
33	1	1	2			12			16		
34	2	2	6			14			24		
35	2	2	4			10			18		
36	2	2	4			8			16		
37	2	2	4			8			16		
38	9	9	20			52			90		
39	\$ 1,710	\$ 1,710	\$ 3,000	\$ -	\$ -	\$ 4,420	\$ -	\$ -	\$ 10,840		
Task 1-8: Comparison of Alternatives											
40	1	1	4			8			16		
41	3	3	8			2			20		
42	4	4	12			10			36		
43	\$ 760	\$ 760	\$ 1,800	\$ -	\$ -	\$ 850	\$ -	\$ -	\$ 4,500		
Task 1-9: Prepare Report											
44	4	4	16			8			44		
45	4	4	16			8			44		
46	\$ 760	\$ 760	\$ 2,400	\$ -	\$ -	\$ 680	\$ -	\$ -	\$ 5,260		
Task 1-10: Meetings											
47	18	18	24			-			60		
48	18	18	24			-			60		
49	\$ 3,420	\$ 3,420	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,440		
50	70	70	172			226			558		
51	\$ 13,300	\$ 13,300	\$ 25,800	\$ -	\$ -	\$ 19,210	\$ -	\$ 1,100	\$ 72,710		
Additional Costs											
52											
53											
54											
55											
56											

FORT PIERCE UTILITY AUTHORITY / ST. LUCIE COUNTY, FLORIDA

SCOPE OF SERVICES – REGIONALIZATION PROJECT

GENERAL

St. Lucie County (the "County") and the Fort Pierce Utility Authority ("FPUA" and collectively with the County, the "Parties") are currently evaluating water and wastewater capacity needs and objectives to meet the future demands of the region.

In order to facilitate the wastewater service area needs, the Parties formed a wastewater plant relocation committee to develop wastewater plant relocation options and identify funding mechanisms. Recently one of the Committee members developed and presented to the committee an alternative plan to relocate the Island Water Reclamation Facility ("IWRF") to a site on the mainland (referred to as the Mainland Wastewater Reclamation Facility or "MWRF"). The Parties would like to evaluate additional regional wastewater service scenarios regarding the wastewater plant relocation as well as water regionalization alternatives to collectively identify cost effective regional options available to the Parties.

The objectives of this evaluation include, but are not limited to, the following: i) the relocation of the FPUA IWRF to a site or sites located on the mainland; ii) developing a water capacity plan that addresses the long-term water supply needs of the region; iii) serving increased water and wastewater growth and service demands of the region; iv) limiting the redundant water and wastewater utility plant investment that may occur due to the construction of capacity by the individual Parties in order to meet their individual service area demands; v) promote economies of scale in the operation of the water and wastewater utility plants for the benefit of the Parties; and vi) provide for the orderly and planned growth of the region.

The purpose of this scope of services is to assist the Parties in evaluating alternative service options as identified by the Parties to evaluate the cost of water and wastewater capacity alternatives. The evaluation will be considered as a preliminary "desk top" analysis and will not entail a comprehensive evaluation; the purpose being to identify possible service options and to determine if the options should be evaluated in greater detail. Alternative options associated with the relocation of the IWRF to the mainland and for providing regional water and wastewater capacity to the region may include options such as joint ownership of regional facilities and the potential creation of a Chapter 163 water and sewer authority made up of the Parties that would provide wholesale water and wastewater treatment and primary conveyance capacity to the Parties.

Based on the above objectives, the Parties requested that Public Resources Management Group, Inc. ("PRMG") assist in the preliminary evaluation of the financial impacts to the individual Parties and the region based on different capacity ownership and service delivery concepts. The following is the scope of services to be performed by PRMG relative to reviewing the service area options identified by the Parties.

PROJECT PHASES

Based on the ultimate plan that the Parties select in order to meet the regional goals the following project phases were identified:

Phase 1 – Option Identification and Cost Determination. This phase would encompass identification of the options to be considered and the corresponding costs for each service option. This analysis would identify the existing water and wastewater fixed assets of the Parties that would be either abandoned or consolidated for the selected option, identify the capital costs required to move the IWRf, including replacement wastewater treatment facilities and decommissioning of the IWRf, and any new water supply and treatment facilities to serve the region, identify the estimated operating and maintenance costs, estimate the life cycle costs of the identified options, and identify the advantages and disadvantages of each option. This phase would also include the determination of a preliminary acquisition value for the purchase of utility plant by the Regional Authority.

This phase would also include a comparison of the service area issues and the performance of an analysis to identify the preferred service option that meets the need for the Parties. This comparison and analysis will be presented to the Parties for consideration and would include a discussion of each option's advantages and disadvantages.

Phase 2 – Create Regional Authority or Utility Agreements. This phase is dependent on the results of the first phase and would modify the existing or create a new governance structure if the establishment of a Regional Authority is the preferred option. The tasks under this phase may include: i) development of wholesale water and / or wastewater service agreements; ii) development of capacity entitlement agreements; iii) interlocal agreements to create the Regional Authority and to identify management and operational responsibilities; and iv) the basis for the billing or sharing of costs for water and wastewater treatment capacity.

Phase 3 – Financing of Capital Plan. It is anticipated that even under a "status quo" scenario, there may be a need to issue utility bonds to finance the cost of relocating the FPUA IWRf and / or to construct new water treatment plant facilities. If required, this phase would include the development of the disclosure reports and documentation in support of the issuance of bonds by the Regional Authority or for the individual Parties for the construction of new utility plant and as required for the acquisition and regionalization of the primary facility assets (construction of facilities that would consist of a stand-alone issue for the FPUA is not contemplated in this scope since it would be solely at the option of the FPUA).

Phase 4 – Transition Services. To the extent that the assets were transferred to a Regional Authority or other form of governance, there may be certain transition services that may be required. This could include verification of accounts receivable, development of service and operations policies, development of financial policies, etc. in order to complete the transactions.

For the purposes of this scope of services, only the Phase 1 activities are currently being considered since it is unknown if the other phases will be required.

Phase 1 Activities

The tasks to be performed under this phase of the project and are highly dependent on the availability of information to be provided by the Parties. This scope assumes the evaluation of the FPUA and County on a standalone basis and two additional water and / wastewater service options or scenarios as determined by the Parties. The tasks for this phase of the scope of services are summarized below:

Task 1-1: Data Compilation. This task will include obtaining general information regarding the operations of the FPUA water and wastewater systems and the County water and wastewater systems. Information will include, but not be limited to, recent historical financial reports and supporting documentation, monthly operating reports filed by the respective Parties to the Florida Department of Environmental Protection ("FDEP"), plant operating permits, customer statistical data and forecasts of needs, fixed asset records, detailed operating budgets by cost center or division (and by utility plant), capital improvement plans and budgets, outstanding debt allocable to the Party's utility systems, and other information. PRMG will prepare an information request to initiate the data compilation process and will use any available information obtain from previous studies prepared for the Parties, where applicable.

Task 1-2: Service Area Demand Forecast. Based on information provided by the Parties, population projections assumed for the region, historical trends and discussions with individual Party representatives, PRMG will prepare or compile water and wastewater forecasts of the capacity needs or demands for the service area. The analysis will be prepared on a FPUA-specific, County-specific, and combined regional approach (will be on a consolidated service area basis and not by specific water or wastewater plant facility). The forecast will be for a thirty-year planning period (or other period as deemed reasonable by the Parties, not to exceed thirty years, referred to as the "planning period") and will include: i) for the water system, average annual day water production (expressed on a million gallons per day or "MGD" basis), total annual finished water produced (thousands of gallons), and annual maximum daily demands (per MGD); and ii) for the wastewater system, average annual day wastewater treatment (expressed on a per MGD basis) and the total annual wastewater treated (thousands of gallons).

Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain FPUA facilities to be included as a component of the Regional Authority, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the FPUA water and wastewater treatment facilities will be performed. This evaluation will include the relocation of the IWRF to the mainland and will include any cost increases or reductions as a result of the relocation of facilities and any additional water supply and treatment facilities, as may be identified. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service (start date anticipated to begin when the IWRF is relocated). Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

In the determination of the annual cash flow needs, it is assumed that the capital needs for the relocation of the IWRF, including construction of replacement wastewater facilities, or

construction of a new water treatment plant will be financed through the issuance of utility revenue bonds. PRMG will work with the Parties selected financial advisor or use assumptions developed with the Parties in the determination of the debt repayment schedules that are consistent in structure and cost for all scenarios that are evaluated. Additionally, based on the direction of the Parties, consideration of the proceeds from the sale of the IWRP property may be considered in the evaluation.

As part of this analysis, the estimated capital costs that have been invested by the FPUA (i.e., utility plant in service or under construction) that may become part of the regional system will be identified since this is a cost that may need to be recovered under any other service option.

Task 1-4: County System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain County facilities to be included as a component of the Regional Authority services, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the County water and wastewater treatment facilities will be performed. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service. Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

As part of this analysis, the estimated capital costs that have been invested by the County (i.e., utility plant in service or under construction) that may become a part of the regional system will be identified since this is a cost that may need to be recovered under any other service option.

Task 1-5: Consolidated Service Option Capital Evaluation. The Parties will need to provide to PRMG the capital costs associated with any service option scenario that is to be evaluated. For each service option, PRMG will work with the Parties to identify the costs associated with the construction of certain capital / utility plant to provide for the conveyance (including pumping and storage), metering, and production of potable water for delivery to the Parties' respective retail service areas and for the conveyance (including pumping), metering, treatment and disposal (biosolids and effluent) of wastewater received from the Party's respective retail service areas. This will include the identification of capacity needs over the life-cycle planning horizon (includes actual service, capacity reservations and margins for growth or unanticipated conditions in the determination of the capacity to be constructed).

Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation. Assuming the consolidation of the assets through joint ownership or creation of an authority or the sale of assets to another party, an analysis to identify the costs to operate and manage the water and / or wastewater utility assets of the regional system will be required. The Regional Authority option would require staff for administration of the consolidated utilities and that the operating expenses identified in the Task 1 activities would be incurred by the consolidated utility. An analysis will be prepared to: i) identify any FPUA and County operating expenses determined in the Task 1 activities that would not be considered as an operating expense of the authority; ii) identify the

FPUA and County costs that would no longer be required as a result of formation of the consolidated utility; iii) identify any capital costs that may no longer be required; and iv) identify additional costs associated with the creation of the authority or consolidated utility (examples may include governance costs, professional costs such as legal, annual disclosure, etc.).

Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option. Based on the above referenced tasks, PRMG will prepare a life-cycle cost analysis of the applicable operating and capital expenditures to provide water production and wastewater treatment by alternative service scenario. The analysis will be based on the base cost evaluations conducted in prior tasks adjusted for changes in operating expenses and capital expenditure requirements.

Task 1-8: Comparison of Alternatives. Based on the results of the prior tasks, PRMG will prepare a summary comparison of the service option costs and summarize or identify any advantages and disadvantages of each option for consideration by the Parties.

Task 1-9: Prepare Report. PRMG will prepare a report that will document the assumptions and results of the analyses for consideration by the Parties.

Task 1-10: Meetings. During the course of the project, it is anticipated that PRMG will attend several meetings with the Parties management and staff and its consultants / advisors to develop assumptions, review analyses, and identify issues associated with the consolidation of service and the corresponding financial forecasts. For the purposes of this scope of services, it is recognized that PRMG will attend four (4) meetings. The meetings may be attended by teleconferences or by actual site visits, depending on need and contract budget. The meetings identified in this scope of services include:

	Number of Meetings
Data Review / Kickoff Meeting	1
Assumption Development / Analytical Meeting / Review Results	2
Present to Wastewater Relocation Committee	<u>1</u>
Total Number of Meetings	<u>4</u>

FORT PIERCE UTILITY AUTHORITY / ST. LUCIE COUNTY, FLORIDA

SCOPE OF SERVICES – REGIONALIZATION PROJECT

GENERAL

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PROJECT PHASES

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This phase would also include a comparison of the service area issues and the performance of an analysis to identify the preferred service option that meets the need for the Parties. This comparison and analysis will be presented to the Parties for consideration and would include a discussion of each option's advantages and disadvantages.

Phase 2 – Create Regional Authority or Utility Agreements. This phase is dependent on the results of the first phase and would modify the existing or create a new governance structure if the establishment of a Regional Authority is the preferred option. The tasks under this phase may include: i) development of wholesale water and / or wastewater service agreements; ii) development of capacity entitlement agreements; iii) interlocal agreements to create the Regional Authority and to identify management and operational responsibilities; and iv) the basis for the billing or sharing of costs for water and wastewater treatment capacity.

Phase 3 – Financing of Capital Plan. It is anticipated that even under a "status quo" scenario, there may be a need to issue utility bonds to finance the cost of relocating the FPUA IWRf and / or to construct new water treatment plant facilities. If required, this phase would include the development of the disclosure reports and documentation in support of the issuance of bonds by the Regional Authority or for the individual Parties for the construction of new utility plant and as required for the acquisition and regionalization of the primary facility assets (construction of facilities that would consist of a stand-alone issue for the FPUA is not contemplated in this scope since it would be solely at the option of the FPUA).

Phase 4 – Transition Services. To the extent that the assets were transferred to a Regional Authority or other form of governance, there may be certain transition services that may be required. This could include verification of accounts receivable, development of service and operations policies, development of financial policies, etc. in order to complete the transactions.

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Phase 1 Activities

The tasks to be performed under this phase of the project and are highly dependent on the availability of information to be provided by the Parties. This scope assumes the evaluation of the FPUA and County on a standalone basis and two additional water and / wastewater service options or scenarios as determined by the Parties. The tasks for this phase of the scope of services are summarized below:

Task 1-1: Data Compilation. This task will include obtaining general information regarding the operations of the FPUA water and wastewater systems and the County water and wastewater systems. Information will include, but not be limited to, recent historical financial reports and supporting documentation, monthly operating reports filed by the respective Parties to the Florida Department of Environmental Protection ("FDEP"), plant operating permits, customer statistical data and forecasts of needs, fixed asset records, detailed operating budgets by cost center or division (and by utility plant), capital improvement plans and budgets, outstanding debt allocable to the Party's utility systems, and other information. PRMG will prepare an information request to initiate the data compilation process and will use any available information obtain from previous studies prepared for the Parties, where applicable.

Task 1-2: Service Area Demand Forecast. Based on information provided by the Parties, population projections assumed for the region, historical trends and discussions with individual Party representatives, PRMG will prepare or compile water and wastewater forecasts of the capacity needs or demands for the service area. The analysis will be prepared on a FPUA-specific, County-specific, and combined regional approach (will be on a consolidated service area basis and not by specific water or wastewater plant facility). The forecast will be for a thirty-year planning period (or other period as deemed reasonable by the Parties, not to exceed thirty years, referred to as the "planning period") and will include: i) for the water system, average annual day water production (expressed on a million gallons per day or "MGD" basis), total annual finished water produced (thousands of gallons), and annual maximum daily demands (per MGD); and ii) for the wastewater system, average annual day wastewater treatment (expressed on a per MGD basis) and the total annual wastewater treated (thousands of gallons).

Task 1-3: FPUA System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain FPUA facilities to be included as a component of the Regional Authority, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the FPUA water and wastewater treatment facilities will be performed. This evaluation will include the relocation of the IWRf to the mainland and will include any cost increases or reductions as a result of the relocation of facilities and any additional water supply and treatment facilities, as may be identified. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service (start date anticipated to begin when the IWRf is relocated). Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

In the determination of the annual cash flow needs, it is assumed that the capital needs for the relocation of the IWRf, including construction of replacement wastewater facilities, or

construction of a new water treatment plant will be financed through the issuance of utility revenue bonds. PRMG will work with the Parties selected financial advisor or use assumptions developed with the Parties in the determination of the debt repayment schedules that are consistent in structure and cost for all scenarios that are evaluated. Additionally, based on the direction of the Parties, consideration of the proceeds from the sale of the IWRP property may be considered in the evaluation.

As part of this analysis, the estimated capital costs that have been invested by the FPUA (i.e., utility plant in service or under construction) that may become part of the regional system will be identified since this is a cost that may need to be recovered under any other service option.

Task 1-4: County System Base Cost and Life Cycle Cost Analysis. In order to identify service options that recognize certain County facilities to be included as a component of the Regional Authority services, an analysis to identify the estimated direct operating and capital (both near term and an allowance for ongoing renewals and replacements) costs for the County water and wastewater treatment facilities will be performed. PRMG will prepare a life-cycle cost analysis for the planning period to evaluate the net present value of the direct cost to construct and provide water production and wastewater treatment service. Based on the projected water production and wastewater flows, a "unit cost per gallon" will be calculated for the near term (up to five-years).

As part of this analysis, the estimated capital costs that have been invested by the County (i.e., utility plant in service or under construction) that may become a part of the regional system will be identified since this is a cost that may need to be recovered under any other service option.

Task 1-5: Consolidated Service Option Capital Evaluation. The Parties will need to provide to PRMG the capital costs associated with any service option scenario that is to be evaluated. For each service option, PRMG will work with the Parties to identify the costs associated with the construction of certain capital / utility plant to provide for the conveyance (including pumping and storage), metering, and production of potable water for delivery to the Parties' respective retail service areas and for the conveyance (including pumping), metering, treatment and disposal (biosolids and effluent) of wastewater received from the Party's respective retail service areas. This will include the identification of capacity needs over the life-cycle planning horizon (includes actual service, capacity reservations and margins for growth or unanticipated conditions in the determination of the capacity to be constructed).

Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation. Assuming the consolidation of the assets through joint ownership or creation of an authority or the sale of assets to another party, an analysis to identify the costs to operate and manage the water and / or wastewater utility assets of the regional system will be required. The Regional Authority option would require staff for administration of the consolidated utilities and that the operating expenses identified in the Task 1 activities would be incurred by the consolidated utility. An analysis will be prepared to: i) identify any FPUA and County operating expenses determined in the Task 1 activities that would not be considered as an operating expense of the authority; ii) identify the

FPUA and County costs that would no longer be required as a result of formation of the consolidated utility; iii) identify any capital costs that may no longer be required; and iv) identify additional costs associated with the creation of the authority or consolidated utility (examples may include governance costs, professional costs such as legal, annual disclosure, etc.).

Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option. Based on the above referenced tasks, PRMG will prepare a life-cycle cost analysis of the applicable operating and capital expenditures to provide water production and wastewater treatment by alternative service scenario. The analysis will be based on the base cost evaluations conducted in prior tasks adjusted for changes in operating expenses and capital expenditure requirements.

Task 1-8: Comparison of Alternatives. Based on the results of the prior tasks, PRMG will prepare a summary comparison of the service option costs and summarize or identify any advantages and disadvantages of each option for consideration by the Parties.

Task 1-9: Prepare Report. PRMG will prepare a report that will document the assumptions and results of the analyses for consideration by the Parties.

Task 1-10: Meetings. During the course of the project, it is anticipated that PRMG will attend several meetings with the Parties management and staff and its consultants / advisors to develop assumptions, review analyses, and identify issues associated with the consolidation of service and the corresponding financial forecasts. For the purposes of this scope of services, it is recognized that PRMG will attend four (4) meetings. The meetings may be attended by teleconferences or by actual site visits, depending on need and contract budget. The meetings identified in this scope of services include:

	Number of Meetings
Data Review / Kickoff Meeting	1
Assumption Development / Analytical Meeting / Review Results	2
Present to Wastewater Relocation Committee	<u>1</u>
Total Number of Meetings	<u><u>4</u></u>

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Public Resources Management Group, Inc.

Line No.	Project Managers		Senior Consultant	Senior Rate Analyst	Administrative and Clerical	Total
	Principal Robert Ori	Principal Henry Thomas				
1	\$ 190.00	\$ 190.00	\$ 115.00	\$ 85.00	\$ 55.00	
<u>Task 1-1: Data Compilation</u>						
2	1	1	-	4	2	12
3	6	6	-	-	-	20
4	7	7	-	4	2	32
5	\$ 1,330	\$ 1,330	\$ -	\$ 340	\$ 110	\$ 4,910
<u>Task 1-2: Service Area Demand Forecast</u>						
6	2	2	-	16	-	28
7	2	2	-	16	-	28
8	\$ 380	\$ 380	\$ -	\$ 1,360	\$ -	\$ 3,320
<u>Task 1-3: FPIUA System Base Cost and Life Cycle Cost Analysis</u>						
9	1	1	-	6	-	10
10	1	1	-	6	-	10
11	1	1	-	12	-	20
12	1	1	-	6	-	10
13	1	1	-	12	-	20
14	1	1	-	8	-	14
15	6	6	-	50	-	84
16	\$ 1,140	\$ 1,140	\$ -	\$ 4,250	\$ -	\$ 9,830
<u>Task 1-4: County System Base Cost and Life Cycle Cost Analysis</u>						
17	1	1	-	6	-	10
18	1	1	-	6	-	10
19	1	1	-	12	-	20
20	1	1	-	6	-	10
21	1	1	-	12	-	20
22	1	1	-	8	-	14
23	6	6	-	50	-	84
24	\$ 1,140	\$ 1,140	\$ -	\$ 4,250	\$ -	\$ 9,830
<u>Task 1-5: Consolidated Service Option Capital Evaluation (2 Options Assumed)</u>						
25	6	6	-	8	-	30
26	4	4	-	8	-	26
27	10	10	-	16	-	56
28	\$ 1,900	\$ 1,900	\$ -	\$ 1,360	\$ -	\$ 8,160
<u>Task 1-6: Consolidated Utility Operation and Maintenance Cost Evaluation (1 Option Assumed)</u>						
29	2	2	-	16	-	28
30	2	2	-	4	-	16
31	4	4	-	20	-	44
32	\$ 760	\$ 760	\$ -	\$ 1,700	\$ -	\$ 5,620

Fort Pierce Utility Authority / St. Lucie County, Florida
Proposed Regionalization Project

Cost Estimate for Phase 1 - Option Identification and Cost Analysis

Line No.	Public Resources Management Group, Inc.									
	Project Managers		Senior Consultant		Senior Analyst		Administrative and Clerical		Total	
	Principal Robert Ori	Principal Henry Thomas	Associate	Senior Consultant	Senior Analyst	Administrative and Clerical	Administrative and Clerical	Administrative and Clerical	Administrative and Clerical	Total
Task 1-7: Consolidated Capital and Utility Cost Life Cycle Analysis by Service Option (2 Options Assumed)										
33	1	1	2	-	12	-	-	-	16	
34	2	2	6	-	14	-	-	-	24	
35	2	2	4	-	10	-	-	-	18	
36	2	2	4	-	8	-	-	-	16	
37	2	2	4	-	8	-	-	-	16	
38	9	9	20	-	52	-	-	-	90	
39	\$ 1,710	\$ 1,710	\$ 3,000	\$ -	\$ 4,420	\$ -	\$ -	\$ -	\$ 10,840	
Task 1-8: Comparison of Alternatives										
40	1	1	4	-	8	-	-	-	16	
41	3	3	8	-	2	-	-	-	20	
42	4	4	12	-	10	-	-	-	36	
43	\$ 760	\$ 760	\$ 1,800	\$ -	\$ 850	\$ -	\$ -	\$ -	\$ 4,500	
Task 1-9: Prepare Report										
44	4	4	16	-	8	-	-	-	44	
45	4	4	16	-	8	-	-	-	44	
46	\$ 760	\$ 760	\$ 2,400	\$ -	\$ 660	\$ -	\$ -	\$ -	\$ 5,260	
Task 1-10: Meetings										
47	18	18	24	-	-	-	-	-	60	
48	18	18	24	-	-	-	-	-	60	
49	\$ 3,420	\$ 3,420	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,440	
50	70	70	172	-	228	-	-	-	558	
51	\$ 13,300	\$ 13,300	\$ 25,800	\$ -	\$ 19,210	\$ -	\$ -	\$ 1,100	\$ 72,710	
Additional Costs										
52	4									
53										
54										
55										
56										
Total										\$ 73,350