

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date:	September 11, 2012	Consent [X]	Regular []
		Public Hearing []	

Department: **Water Utilities Department**

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to receive and file:** executed Agreements received during the month of June, 2012.

- A) Standard Development Agreement with Margie L. Bellamy, Trust dated 12/19/84, SDA # 01-01224-000 (District 2);
- B) Standard Indemnity Agreement with Pina Residential, LLC; assignment of SDA # 01-01161-000 (District 2); and
- C) Amendment No. 1 to Agreement No. 4600002550 with South Florida Water Management (District 6).



Summary: In accordance with County PPM CW-0-051, all delegated contracts/agreements/grants/procurement items must be submitted by the initiating Department as a receive and file agenda item. The attached Standard Development Agreement, Indemnity Agreement and Amendment have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Deputy Director of the Water Utilities Department/Director of Purchasing in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the Board to receive and file. (MJ) **Original documents can be viewed in Minutes.**

Background and Justification: Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures Manual. The Board of County Commissioners delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539).

The Agreements and Amendment attached have been executed on behalf of the Board by the County Administrator/Director/Deputy Director of the Water Utilities Department/Director of Purchasing in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments:

- 1 Two (2) Original Standard Development Agreements SDA #01-01224-000
- 2 One (1) Original Indemnity Agreement SDA #01-01161-000 and #01-01161-001
- 3 One (1) Original Amendment No. 1 to Agreement #4600002550

Recommended By:	 Department Director	<u>8/30/12</u> Date	
Approved By:	 Assistant County Administrator	<u>8/30/12</u> Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>\$(10,929.60)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$(10,929.60)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No X

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

MAP has been paid in full and service installation fees will be collected at the time of connection.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><u>[Signature]</u> OFMB ¹⁸ 8/20/12</p>	<p><u>[Signature]</u> Contract Development and Control 8/23/12</p>
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B. Legal Sufficiency:

[Signature]
Assistant County Attorney
8/27/12

C. Other Department Review:

Department Director

This Summary is not to be used as a basis for payment.



POTABLE WATER

CFN 20120256411
OR BK 25297 PG 0523
RECORDED 06/29/2012 09:26:58
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0523 - 533; (11pgs)

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

SDA # 01-01224-000

STANDARD POTABLE WATER DEVELOPMENT AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 27th day of JUNE, 2012, by and between PALM BEACH COUNTY, a subdivision of the State of Florida, hereinafter referred to as "Utility" and MARGIE L. BELLAMY, TRUST dated 12/19/84, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County, Florida, and as more fully described in Exhibit "A", attached hereto and made a part hereof and hereinafter referred to as "Property", and whereupon Property Owner has or is about to develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept ownership of said facilities for operation and maintenance; and

WHEREAS, Property Owner understands that this contract for service in no way entitles Property Owner to densities which are greater than those allowed under the density provisions of the Comprehensive Plan of Palm Beach County, or to densities or development rights as may otherwise be limited by the Board of County Commissioners; and

WHEREAS, in the interest of public health and to encourage the use of central water facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and Utility hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time, which is incorporated herein by reference;
 - (b) "Service"- the readiness and ability on the part of Utility to furnish potable water service to each lot;
 - (c) "Point of Service"- generally, the point where the pipes or meters of Utility are connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit which corresponds to the peak demand of the 3/8" x 3/4" meter sub-category of the single-family residential category of Customer usage. This system capacity equivalency unit is utilized to establish the system demand for various sized connections for the purpose of assessing fees;
 - (e) Mandatory Agreement Payment (MAP)"- twelve months of Guaranteed Revenue Fees plus applicable Franchise Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC (or ERIC) represented in the Agreement;

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- (f) "Service Initiation"- the date a potable water meter connection is requested;
 - (g) "Guaranteed Revenue Fee"- the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;
 - (h) "Total Accrued Amount (TAA)"- at the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees plus applicable Franchise fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation;
 - (i) "Standard Development Renewal Agreement (SDRA)" – an agreement between Utility and Property Owner extending the capacity reservation for unused ERCs/ERICs in a Standard Development Agreement for an additional five (5) years; and
 - (j) "Franchise Fee" – A percentage surcharge applied to all of Utility's fees for Customers within portions of Utility's Service Area with said fees collected by Utility and distributed to another governmental entity.
3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water facilities; that in the event Utility is required or desires to install any of its potable water facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees or poles, within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water facilities and services to the Property described in **Exhibit "A"** and in addition to any property to which potable water service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their water service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such

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services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property, and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution installed by Property Owner to the central potable water facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply of Utility.
5. Property Owner is required to pay Guaranteed Revenue Fees plus applicable Franchise Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

(a) a MAP per each ERC for the requested capacity upon submission of this agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water Agreement is:

Potable Water:	\$190.08 Per ERC x	57.50 ERCs =	\$10,929.60
		Franchise Fee	\$0.00
		TOTAL	\$10,929.60

Upon receipt of the MAP, Utility agrees to reserve **57.50** ERCs of Potable Water system capacity for Property Owner until **June 30, 2017**, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees. Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Property Owner acknowledges and agrees that Utility may unilaterally execute a document evidencing termination and partial release of this Agreement except for the rights, duties, or obligations as set forth in Paragraphs 3, 4, 8, 9, 10, 13, and 14 of this Agreement and record the document in the public records of Palm Beach County, Florida.

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The

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MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of Utility, however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward; however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the point of service to Utility, at no cost, the on-site and off-site potable water distribution systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution system as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees and Installation Fees as set forth in the UPAP.

During the construction of the potable water distribution systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to performed standard tests for pressure, filtration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the plans and specifications and the UPAP. Inspection by Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility, title to all potable water distribution systems installed by Property Owner's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility, by bill of sale, in a form supplied by Utility, the complete on-site and off-site potable water distribution system as constructed by Property Owner and approved by Utility, along with Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility, all easements and or rights-of-way covering areas in which potable water lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of \$50.00 per linear foot of any granted utility easement (based on the centerline of the easement). Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such use is approved by Utility. Utility's acceptance of the potable water distribution system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year from date of Final DEP Certification. Mortgagees holding liens on such properties shall be required to release such liens, subordinate their position or join in the granting of the easements or rights-of-way. All potable water distribution facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

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Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, Franchise Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein, shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution system does not and will not result in Utility waiving or offsetting any of its fees or rules and regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by Utility. Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the Property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.
8. Property Owner agrees with Utility that all potable water facilities conveyed to Utility for use in connection with providing potable water service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water services to the Property and to the occupants of each residence or building constructed thereon.
9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.
10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water facilities of Utility until approval for such connection has been granted by Utility. The parties hereto further agree that the expense of construction, operation, and maintenance of all improvements beyond the point of service shall be the sole cost and expense of Property Owner or other than Utility.
11. Property Owner acknowledges and agrees that the transfer or assignment of this Agreement upon the sale, conveyance, transfer or assignment of the Property, or any portion thereof, as described in Exhibit "A" of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP. Property Owner further acknowledges and agrees that documenting the transfer or assignment of this Agreement in a form acceptable to Utility is the sole responsibility of Property Owner. Failure to provide documentation to Utility of an assignment or transfer within thirty (30) days after the sale, conveyance, transfer, or assignment of the Property, or any portion thereof, may result in the cancellation of the capacity reserved and/or loss of the Mandatory Agreement Payment identified herein.
12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and if to Property Owner shall be mailed or delivered to Property Owner at:

**1451 N Military Trail
West Palm Beach, FL 33409;**

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and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water facilities and services to any phased area and to the Property as a whole.
14. Unless Property Owner is requesting additional capacity for the property described in **Exhibit "A"**, this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is Palm Beach County, Florida.
15. **Additional Conditions:**
Attached hereto and incorporated herein as Exhibit "B" is a Trust Affidavit executed by the Property Owner. This affidavit is made for the purpose of inducing Palm Beach County to enter into this Agreement.
16. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Property Owner(s), its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Signature
NANCY M. MAY

By: Burt Bunker
County Administrator or Designee

Typed or Printed Name

Judy D Provence
Signature

Judy D. Provence
Typed or Printed Name

WITNESSES:

PROPERTY OWNER:

J C Mall
Signature

By: Patricia Bellamy Mall
Signature

James C. Mall
Typed or Printed Name

Patricia Bellamy Mall

Bruce Fallon
Signature

Successor Trustee

Bruce Fallon
Typed or Printed Name

{ Corporate }
Seal }

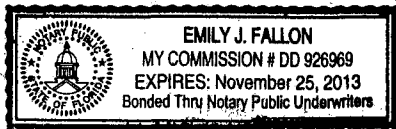
NOTARY CERTIFICATE

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6 day of June, 2012 by Patricia Mall. He/she is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Emily J Fallon
Signature of Notary



Typed, Printed, or Stamped Name of Notary

Notary Public
Serial Number _____

WATER UTILITIES DEPARTMENT APPROVAL

By: Silva M Hart
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

POTABLE WATER

**EXHIBIT "A"
LEGAL DESCRIPTION**

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, 440 FEET WESTERLY FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 25; THENCE WESTERLY ALONG SAID NORTH LINE 902.87 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER, 375 FEET; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER, 902.76 FEET; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID THE NORTHEAST QUARTER OF SOUTHWEST QUARTER, 375 FEET TO POINT OF BEGINNING. LESS THE NORTH 52 FEET OF THE WEST 167.87 FEET; AND LESS THE NORTH 58 FEET OF THE REMAINDER OF PARCEL. (REFERANCE ORB 3738, PAGE 355)

ABOVE LEGAL INCLUDES THE FOLLOWING DESCRIPTION WITHIN BOUNDARY (REFERANCE ORB 5281, PAGE 442) A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 157 FEET OF THE NORTH 375 FEET OF THE WEST 190 FEET OF THE EAST 630 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

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*OK
HMF/WD
6/19/12*

EXHIBIT "B"

TRUST AFFIDAVIT

Before me, the undersigned authority, personally appeared Patricia B. Mall by me first duly sworn, on oath, depose and say:

1. That Affiant is the Successor Trustee of the Margie L. Bellamy Trust UAD 12/19/84 (the "Trust").
2. That the Trust is the owner of the following described property, to wit:

See Exhibit "A" attached hereto and made a part hereof.
3. That the Trust is valid and in full force, and has not been modified, canceled, or revoked.
4. That Affiant is empowered to act as Successor Trustee, and such power has not been modified, canceled, or revoked.
5. That this Affidavit is made for the purpose of inducing Palm Beach County to enter into a Standard Potable Water and Wastewater Development Agreement (the "SDA"). This Affidavit shall be attached to the SDA and recorded in the Public Records of Palm Beach County.
6. The relevant portions of the Trust attached to the Affidavit recorded in the Public Records of Palm Beach County at Official Record Book 23792, Page 1429 are incorporated herein by reference.

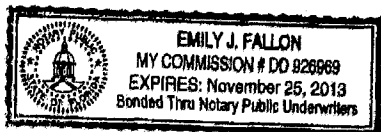
Dated this 18 day of June, 2012.

Patricia B. Mall Trustee
Patricia B. Mall, Successor Trustee

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me this 18 day of June, 2012.

My Commission
Expires:



Emily J. Fallon
Notary Signature

Emily J. Fallon
Typed, Printed or Stamped Name of Notary

EXHIBIT "A"

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, 440 FEET WESTERLY FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 25; THENCE WESTERLY ALONG SAID NORTH LINE 902.87 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER, 375 FEET; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER, 902.76 FEET; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID THE NORTHEAST QUARTER OF SOUTHWEST QUARTER, 375 FEET TO POINT OF BEGINNING, LESS THE NORTH 52 FEET OF THE WEST 167.87 FEET; AND LESS THE NORTH 58 FEET OF THE REMAINDER OF PARCEL. (REFERANCE ORB 3738, PAGE 355)

ABOVE LEGAL INCLUDES THE FOLLOWING DESCRIPTION WITHIN BOUNDARY (REFERANCE ORB 5281, PAGE 442) A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 157 FEET OF THE NORTH 375 FEET OF THE WEST 190 FEET OF THE EAST 630 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 25.

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

Regions Bank, a(n) Corporation, existing under the laws of the State of Alabama and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from Margie L. Bellamy, a(n) Single Woman dated 1-30-2011 filed 02-20-12 and recorded in Official Record Book 21376, Page, 1936 as modified by Mortgage Modification Agreement dated _____; filed _____ and recorded in Official Record Book _____, Page _____ all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and MARGIE L. BELLAMY, TRUSTEE, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

Regions Bank, as mortgagee aforesaid, consents to the recording by _____ or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 28th day of February, 2012.

WITNESSES:
Signature: [Signature]
Typed or Printed Name: DANIELA DIXON
Signature: [Signature]
Typed or Printed Name: SANDRA ALMAGUER

[Signature]
a(n) _____
authorized to do business in the State of Florida.
By: Vice President
Title
Tamara W. Augustine
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF South Carolina
COUNTY OF Beaufort

The foregoing instrument was acknowledged before me, this 28th day of February, 2012, by Tamara W. Augustine. He/she is personally known to me or has produced _____ identification.

NOTARY PUBLIC
My Commission Expires: South Carolina
My Commission Expires 10/23/12

Serial Number

[Signature]
Signature of Notary
Typed, Printed, or Stamped Name: elette M. Sanders

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

Regions Bank, a(n) Corporation, existing under the laws of the State of Alabama and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from Margie L. Bellamy, a(n) Single woman dated 1-30-2011 filed 02-20-11 and recorded in Official Record Book 21356, Page, 1956, as modified by Mortgage Modification Agreement dated _____, filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and MARGIE L. BELLAMY, TRUSTEE, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

Regions Bank, as mortgagee aforesaid, consents to the recording by _____ or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 28th day of February, 2012

WITNESSES:
Signature: Daniela Aubury
Typed or Printed Name: Daniela Aubury
Signature: Sandra Almaguer
Typed or Printed Name: Sandra Almaguer

Signature: T. W. Augustine
a(n) _____
authorized to do business in the State of Florida.
By: Vice President
Title: Vice President
Typed or Printed Name: Tamara W. Augustine

NOTARY CERTIFICATE

STATE OF South Carolina
COUNTY OF Beaufort

The foregoing instrument was acknowledged before me this 28th day of February, 2012 by Tamara W. Augustine. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
My Commission Expires: South Carolina
My Commission Expires 10/23/12

Signature of Notary: Evette M. Sanders
Typed, Printed, or Stamped Name: Evette M. Sanders

Serial Number

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: CONTRACT MANAGEMENT,
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

CFN 20120250630
OR BK 25289 PG 0840
RECORDED 06/26/2012 10:45:33
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0840 - 842; (3pgs)

INDEMNITY AGREEMENT

(SDA 01-01161-000)

THIS INDEMNITY AGREEMENT made and entered into this 15th day of JUNE, 2012, by and between PINA Residential, LLC (hereinafter referred to as "Indemnitor") whose address is 2920 Mary's Way, Palm Beach Gardens, FL 33410, and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Indemnitor holds title to a certain parcel of real property more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Property"); and

WHEREAS, a Potable Water & Wastewater Development Agreement for the Property was entered into on **May 26, 2005, (R2006-0569)**, (hereinafter referred to as "Agreement"); and

WHEREAS, Indemnitor has not been assigned the Agreement nor any of the water or wastewater ERC capacity associated with the Agreement; and

WHEREAS, all or portions of the potable water and wastewater ERC capacity provided for in the Agreement have not been used on the Property; and

WHEREAS, Indemnitor wishes to use the unused ERCs provided in the Agreement; and

WHEREAS, Indemnitor wishes to indemnify the County in as set forth herein.

NOW THEREFORE, for and in consideration of the covenants set forth herein, Indemnitor hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Indemnitor may use **76.80** potable water ERCs and **76.80** wastewater ERCs which were reserved in the Agreement and have not been used on the Property, in accordance with the terms and conditions of the Agreement.
3. Indemnitor, its successor, heirs and/or assigns, hereby agrees to indemnify, release and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorney's fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to County approving and accepting Indemnitor to use the unused ERCs from the Agreement.
4. This Indemnification Agreement shall not extend the term of the Agreement, and this Indemnification Agreement shall survive the termination of the Agreement.
5. This Indemnity Agreement shall be binding upon Indemnitor, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.

(The remainder of this page intentionally left blank)

FROM SDA #: 01-01161-000
TO SDA#: 01-01161-001

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be executed on the day and year first written above.

WITNESSES:

PALM BEACH COUNTY

Nancy M May
Witness Signature

By: [Signature]
County Administrator or Designee

NANCY M. MAY
Typed or Printed Name

Anna M Daniels
Witness Signature

ANNA M. DANIELS
Typed or Printed Name

WITNESSES:

INDEMNITOR:

Michael B Schorah
Witness Signature

By: [Signature]
Signature

MICHAEL B. SCHORAH
Typed or Printed Name

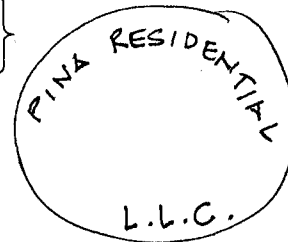
MANAGING MEMBER
Title

Lori D'Amico
Witness Signature

Richard C. Elliott
Typed or Printed Name

Lori D'Amico
Typed or Printed Name

{ Corporate
Seal }



NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10 day of May, 2012 by RICHARD C. ELLIOTT. He/she is personally known to me or has produced as identification.

[Signature]
Signature of Notary

Typed, Printed or State of Notary of Notary

Notary Public
DD 809294
Serial Number

WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature]
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

ALL OF BELLA VITA ESTATES, AS RECORDED IN PLAT BOOK 111, PAGES 30-31, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

OL
06-14-2012
(A)



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

4600002550-A01

AMENDMENT NO. 01

TO AGREEMENT NO. 4600002550

BETWEEN THE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

PALM BEACH COUNTY ~~UTILITIES~~

This AMENDMENT NO. 01, entered into on JUN 22 2012, to that AGREEMENT dated December 16, 2011, between "the Parties," the South Florida Water Management District (DISTRICT), and Palm Beach County Utilities (COUNTY).

WITNESSETH THAT:

WHEREAS, the AGREEMENT may be amended with the prior written approval of the Parties; and

WHEREAS, the Parties wish to amend the AGREEMENT in order to revise the Statement of Work and revise the Payment and Deliverable Schedule of the AGREEMENT;

NOW THEREFORE, the DISTRICT and the COUNTY, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

1. The term of the AGREEMENT is hereby extended by three (3) months and the expiration date, as amended is November 30, 2012. This AMENDMENT NO. 01 shall be effective upon the date of execution by the Parties.
2. This AMENDMENT NO. 01 shall be at no additional cost to the DISTRICT.
3. The Statement of Work, attached as Exhibit "A" to the AGREEMENT, is hereby amended as set forth in Exhibit "A1", attached hereto and made a part of this AMENDMENT NO. 01.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT AMENDMENT

- 4. The Payment and Deliverable Schedule is also hereby revised in accordance with Exhibit "B1", attached hereto and made a part of this AMENDMENT NO. 01.
- 5. All other terms and conditions of the AGREEMENT, remain unchanged.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this AMENDMENT NO. 01 on the date first written above.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: *Dorothy A. Bradshaw*
 Dorothy A. Bradshaw, Procurement Bureau Chief *DM*

SFWMD PROCUREMENT APPROVED

By: *S. Rose*
 DATE: *6/06/12* *SR*

PALM BEACH COUNTY UTILITIES

By: *James M. ...*
 Title: *Purchasing Director*

Approved as to form and legal
 sufficiency: *[Signature]*
 Assistant County Attorney

Approved as to Terms and Conditions:
[Signature]
 Deputy Director (BCUUD)

EXHIBIT "A1"
STATEMENT OF WORK

1.3 MGD Lake Region WTP Floridan Wellfield Improvements
Palm Beach County Utilities

A. INTRODUCTION/BACKGROUND

Palm Beach County Utilities (PBC Utilities or Recipient) will be conducting wellfield improvements at the Lake Region Water Treatment Plant (LRWTP). The LRWTP was funded in cooperation with the South Florida Water Management District (SFWMD) and placed into service in May 2008.

The plant is supplied by raw water from seven existing Upper Floridan Wells, all designed to pump 1,500 gpm. Over the last three years of operation, a significant decline in the raw water quality from these wells has occurred. Detailed evaluation in coordination with the SFWMD has revealed that the pumping levels in the wellfield must be immediately reduced or the sustainability of the water to meet drinking water standards will be comprised. Presently, one well is no longer usable and the water plant is experiencing operational problems. Modeling has concluded that the flow from the existing wells needs to be reduced to 900 gpm to prevent further decline in the raw water quality. In order to supplement this reduction in flow, four new wells need to be drilled; one well will be installed during FY12 to ensure the continued operation of the LRWTP.

B. OBJECTIVES

The objective of the project is to construct one Floridan Aquifer well at the LRWTP and convert the pumps at the existing Floridan wells to ensure safe yield.

C. SCOPE OF WORK

PBC Utilities will construct one Floridan Aquifer well, including wellhead mechanical, electrical, and instrumentation control systems, raw water main, and startup services during FY12. PBC Utilities will also complete the conversion of six existing Floridan wells from 150 hp pumps to 60 hp pumps to ensure a safe yield.

D. WORK BREAKDOWN STRUCTURE

The work breakdown structure associated with this project is described below.

Task 1: Recipient shall submit to the project manager an electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed in FY12.

Due Date: Upon Contract Execution

Task 2: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: December 31, 2011

Task 3: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: March 31, 2012

Task 4: Exhibit "C" – Status Report: **Recipient** shall submit to the project manager a status report summarizing progress made to date, issues of concern potentially affecting project performance, and any other information pertinent to the project.

Due Date: June 30, 2012

Task 5: **Recipient** shall complete site work and mobilization/demobilization / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 6: **Recipient** shall purchase and install Floridan Aquifer Well #8 to approximately 1,150 feet / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 7: **Recipient** shall purchase and install 80 linear feet of 12-inch raw water main / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 8: **Recipient** shall purchase and install Floridan Aquifer Well #8 wellhead, all mechanical, electrical and instrumentation controls / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 9: **Recipient** shall convert and install four 60 hp pumps / Reimbursement Request Package

Due Date: Upon Task Completion

Task 10: **Recipient** shall convert and install two 60 hp pumps / Reimbursement Request Package.

Due Date: Upon Task Completion

Task 11: Final Reimbursement Request and Project Summary Report (Exhibit "D"): **Recipient** shall submit to the project manager the final reimbursement request package and Project Summary Report (Exhibit "D").

Due Date: November 30, 2012

EXHIBIT "B1"
SUMMARY SCHEDULE OF TASKS AND DELIVERABLES

1.3 MGD Lake Region WTP Floridan Wellfield Improvements
Palm Beach County Utilities

- The schedule set forth below is October 1, 2011 to November 30, 2012 for completed work.
- All deliverables submitted hereunder are subject to review and acceptance by the **District** Project Manager. Acceptability of all work will be based on the judgment of the **District** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **District** of the Reimbursement Request Package(s) in accordance with the schedule set forth below. The **Recipient** shall submit a reimbursement request upon completion of each Task noted below. If applicable, the **Recipient** shall submit a final reimbursement request for payment and Exhibit "D" on or before November 15, 2012 for reimbursement, *no exceptions or extensions*. All reimbursement requests shall be accompanied by adequate documentation to demonstrate completion of each Task in accordance with Exhibit "A1" the Statement of Work (SOW).
- Reimbursement Request Packages shall include, but not be limited to, a copy of the **Recipient's** invoice, signed certification letter for partial payment that the Task(s) is (are) complete per the SOW or that the project is complete per the SOW, copies of vendor invoices, and any other documentation supporting payment. Reimbursement Request Packages shall adequately demonstrate completion of each Task in accordance with Exhibit "A1" the SOW.
- The **District** shall only be obligated to pay for documented actual FY2012 construction⁴ costs within the not-to-exceed amounts specified below. In the event actual construction costs by the **Recipient** are less than the not-to-exceed amount for a particular Task, the **Recipient** shall have the right to apply the unexpended balance toward another Task, unless the total current fiscal year construction cost has decreased. The **Recipient** shall provide prior written notice of its decision to exercise this right to the **District** Project Manager. If the **Recipient** does not exercise this right, the **Recipient** agrees to amend the contract to revise the approved funding consistent with the original percentage to the lower construction cost. In *no event* shall the **District's** total obligation exceed the amount specified below for this **Agreement**; however, an actual construction cost less than the estimated construction cost may result in a reduced final payment. The **Recipient** is responsible for any additional funds either through local revenues, grants, other appropriations, and/or other funding sources.
- Total payment by the **District** for all work completed herein *shall not exceed* the amount of **\$500,000.00**. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year will be subject to Governing Board budgetary appropriation. In the event the **District** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.

Task No.	Deliverable(s)	Invoice Date ¹	Report Due Date	District Not-To-Exceed Payment
1	Electronic submittal of final project bid amount and/or vendor estimates for tasks to be completed in FY12	N/A	Upon Contract Execution ²	N/A
2	Exhibit "C" – Status Report ³	N/A	December 31, 2011	N/A
3	Exhibit "C" – Status Report ³	N/A	March 31, 2012	N/A
4	Exhibit "C" – Status Report ³	N/A	June 30, 2012	N/A
5	Complete site work and mobilization/demobilization / Reimbursement Request Package	Upon Task Completion	N/A	\$4,200
6	Purchase and install Floridan Aquifer Well #8 to approximately 1,150 feet / Reimbursement Request Package	Upon Task Completion	N/A	\$233,300
7	Purchase and install 80 linear feet of 12-inch raw water main / Reimbursement Request Package	Upon Task Completion	N/A	\$22,500
8	Purchase and install Floridan Well #8, wellhead, all mechanical, electrical, and instrumentation controls / Reimbursement Request Package	Upon Task Completion	N/A	\$126,900
9	Convert and install four 60 hp pumps / Reimbursement Request Package	Upon Task Completion	N/A	\$75,400
10	Convert and install two 60 hp pumps / Reimbursement Request Package	Upon Task Completion	N/A	\$37,700
11	a) Final Reimbursement Request Package (if applicable) b) Project Summary Report (Exhibit "D")	November 15, 2012	November 15, 2012	N/A
Total District Funding				\$500,000
Current Fiscal Year Construction Cost				\$1,168,867
Total Project Construction Cost				\$1,496,596

¹ If applicable, interim Reimbursement Request Packages shall be submitted upon completion of the task(s) noted above. Reimbursement Request Packages must be submitted on or before November 15, 2012 for reimbursement, *no exceptions or extensions*.

² If construction bids and vendor estimates have not been completed upon execution of the **Agreement**, the **Recipient** shall submit this information as soon as it is available to the **District Project Manager**.

³ Exhibit "C" Status Reports are due within ten (10) business days of the due date.

⁴ Ineligible costs include, but are not limited to, permits, as-builts, videos, early completion bonus, bonds and insurance, etc.

Note: If the project includes well drilling and testing, deliverables must include copies of all hydrogeologic data collected in the course of drilling and testing, in the **District** specified format. An electronic copy of the **District** specified format is available via email. Contact the appropriate **District** Project Manager to request one.