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December 2, 2004

VIA HAND DELIVERY

04/369-SU

Blanca S. Bayo, Director
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Building, Room 110
Tallahassee, FL 32399-0850

Re: Application for Transfer of Wastewater Facilities of Pine Lake Mobile Home Estates, Inc., to the City of West Melbourne and Request for Cancellation of Certificate No. 486-S

Dear Ms. Bayo:

Enclosed please find the original and five (5) copies of the above referenced application and attached exhibits, submitted in accordance with Fla. Stat. § 367.071.

Please feel free to contact me with any questions.

Sincerely,


Nancy M. Wallace

cc: Karl W. Bohne, Jr., Esq.
Ms. Muriel Mosier
Ms. Mary Darrell

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

**In Re: Application for Transfer)
of Wastewater Facilities of Pine Lake)
Mobile Home Estates, Inc. to the City)
of West Melbourne and Request for)
Cancellation of Certificate No. 486-S)
_____)**

DOCKET NO. _____

**APPLICATION FOR TRANSFER OF FACILITIES TO
GOVERNMENTAL AUTHORITY AND REQUEST FOR
CANCELLATION OF CERTIFICATE**

Applicant, Pine Lake Mobile Home Estates, Inc. ("Pine Lake"), a Florida Corporation, pursuant to § 367.071, Fla. Stat., and Rule 25-30.037(4), F.A.C., files this Application for Transfer of Wastewater Facilities of Pine Lake to the City of West Melbourne ("West Melbourne") and Request for Cancellation of Certificate No. 486-S ("Application") and says as follows:

1. Pine Lake operates under Wastewater Certificate No. 486-S and is located adjacent to West Melbourne in Brevard County, Florida.
2. The name and address of Pine Lake and its authorized representative, for purposes of this application are:

Pine Lake Mobile Home Estates, Inc.
2505 Eber Boulevard
Melbourne, Florida 32904-8848

Authorized Representative:

Nancy M. Wallace, Esq. (fka Nancy M. Burke)
Akerman Senterfitt, Attorneys at Law
106 E. College Avenue
Suite 1200
Tallahassee, FL 32301
Phone: 850/224-9634

3. The name and address of West Melbourne and its authorized representative, for the purposes of this application, are:

The City of West Melbourne
2285 Minton Road
West Melbourne, FL 32904

Authorized Representative:

Karl W. Bohne, Jr., Esq.
1803 Airport Boulevard
Melbourne, Florida 32901
Phone: 321/723-5121

4. At the City of West Melbourne Regular City Council Meeting on August 19, 2003, the City Council unanimously approved (See pp. 16-17, August 19, 2003, Minutes, attached as Exhibit A) the City of West Melbourne/Pine Lake Mobile Home Estates, Inc. Wastewater Service Agreement (the "Agreement") (attached as Exhibit B).

5. Pursuant to the Agreement, the wastewater facilities of Pine Lake was to be transferred to West Melbourne upon satisfaction of numerous conditions, including approval by this Commission (see Agreement, Section 21.4).

6. The Wastewater Facility was transferred to West Melbourne on November 17, 2004.

7. The Application must be approved as a matter of right as a sale to a governmental authority pursuant to § 367.071(4)(a), Fla. Stat.

8. Subsequent to the transfer of the wastewater facilities, Pine Lake retains no assets that would constitute a system providing or proposing to provide wastewater service to the public for compensation.

9. West Melbourne obtained from Pine Lake, Pine Lake's most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction.


10. Pursuant to the Agreement, Pine Lake shall submit a final bill to its customers and shall credit its customers or refund excess deposits to its customers as appropriate and required by this Commission or by law.

11. There are no fines owed relative to Pine Lake's wastewater facilities. Pine Lake will pay any and all outstanding regulatory assessment fees and file the final Regulatory Assessment Fee Return with the Division of Administration of this Commission within the time period required by the rules of this Commission.

12. Pine Lake cannot currently locate original Wastewater Certificate 486-S for cancellation but is undertaking a diligent search for the certificate.

WHEREFORE, Pine Lake respectfully requests that this Commission approve the transfer of its wastewater facilities to the City of West Melbourne as a matter of right and cancel the wastewater certificate of Pine Lake as the date the transfer occurred.

AKERMAN SENTERFITT
Attorneys at Law
106 E. College Avenue
Suite 1200
Tallahassee, FL 32301
850/224-9634



NANCY M. WALLACE
Attorney for Pine Lake Mobile
Home Estates, Inc.

CITY OF WEST MELBOURNE
REGULAR CITY COUNCIL MEETING

MINUTES

AUGUST 19, 2003

7:00 P.M.

I. ROLL CALL

Mayor Willmarth called the meeting to order at 7:00 p.m. with the Pledge of Allegiance and a Moment of Silent Meditation.

Roll Call of City Council

Present were:

Mayor Bob Willmarth
Deputy Mayor Mark Boss
Council Member Hal Rose - arrived at 8:30 p.m.
Council Member Al Goelz
Council Member Kim Burcham
Council Member Shirley Bradshaw
Council Member Jan Lieson

II. APPROVAL OF MINUTES

Regular City Council Meeting of July 1, 2003

Moved by Deputy Mayor Boss, seconded by Council Member Bradshaw to approve the Minutes of July 1, 2003. Question Called: Motion Carried, unanimously.

Regular City Council Meeting of July 15, 2003

Moved by Deputy Mayor Boss, seconded by Council Member Goelz to approve the Minutes of July 15, 2003. Question Called: Motion Carried, unanimously.

III. PRESENTATION(S)

A. Civilian Commendation Award - Mr. John F. Gerrity

Police Chief Brian Lock presented Mr. John F. Gerrity with the Civilian Commendation Award and commended him for his assistance in enabling the Police Department to apprehend a bank robbery suspect.

B. Employee Recognition - July 2003 Employee of the Month, Mr. Mike Helms, Desk Officer

Police Chief Brian Lock recognized Desk Officer Mike Helms as Employee of the Month and commended him on his accomplishments within the Department.

C. Brevard Tomorrow - Implementation of Preferred Strategies, Ms. Kristin Bakke, Leadership Brevard, Inc.

Ms. Kristin Bakke and Ms. Teresa Munroe gave a presentation on Brevard Tomorrow and explained the benefits of a common focus and vision for Brevard County. Ms. Munroe stated that the organization was seeking financial support to move forward.

Deputy Mayor Boss asked for clarification between the Economic Development Commission and Brevard Tomorrow.

Ms. Munroe explained.

IV. PUBLIC HEARING(S)

(There were approximately 36 people in the audience.)

A. ORDINANCE NO. 2003-17

AN ORDINANCE OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE DISTRICT BOUNDARIES OF THE OFFICIAL ZONING MAP OF THE CITY OF WEST MELBOURNE AS PROVIDED FOR IN SECTION 98-66 OF THE CODE OF ORDINANCES; REZONING PROPERTY AS FOLLOWS: A PORTION OF LOT 13 AND LOTS 14, 15, 16, 17, 18, 19, 20, 21, 22, AND 23, BLOCK 4, PARK HILL PLAT NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 68, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; REZONING THE SAID PROPERTY FROM M-1 (LIGHT INDUSTRIAL AND WAREHOUSING DISTRICT) TO C-2 (GENERAL COMMERCIAL DISTRICT); PROVIDING AN EFFECTIVE DATE. (Z.C. 2003-10) (SECOND READING)

City Manager Ryan read Ordinance No. 2003-17 by title only.

Mayor Willmarth asked for comments from the audience. There were none.

Mayor Willmarth closed the Public Hearing.

Moved by Deputy Mayor Boss, seconded by Council Member Goelz to approve Ordinance No. 2003-17. Roll Call Vote: Voting aye were: Council Members Goelz, Burcham, Willmarth, Bradshaw, Boss, and Lieson. Motion Passed, 6-0.

B. ORDINANCE NO. 2003-18

AN ORDINANCE OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, AMENDING THE DISTRICT BOUNDARIES OF THE OFFICIAL ZONING MAP OF THE CITY OF WEST MELBOURNE AS PROVIDED FOR IN SECTION 98-66 OF THE CODE OF ORDINANCES; REZONING PROPERTY AS FOLLOWS: A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING A PART OF LOT 29, ACCORDING TO THE PLAT OF FLORIDA INDIAN RIVER LAND COMPANY AS RECORDED IN PLAT BOOK 1, PAGE 164, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA (LOCATED ON THE EAST SIDE OF CAMPBELL DRIVE AT ITS NORTH TERMINUS AND ADJACENT TO THE M-1 CANAL); REZONING THE SAID PROPERTY FROM R-A (RESIDENTIAL AGRICULTURAL DISTRICT) TO R-1AA (SINGLE-FAMILY RESIDENTIAL DISTRICT); PROVIDING AN EFFECTIVE DATE. (Z.C. 2003-11) (SECOND READING)

City Manager Ryan read Ordinance No. 2003-18 by title only.

Mayor Willmarth asked for comments from the audience. There were none.

Mayor Willmarth closed the Public Hearing.

Moved by Council Member Goelz, seconded by Council Member Burcham to approve Ordinance No. 2003-18. Roll Call Vote: Voting aye were: Council Members Lieson, Boss, Bradshaw, Willmarth, Burcham, and Goelz. Motion Passed, 6-0.

C. REZONING - CPH ENGINEERS, INC.

A request by CPH Engineers, Inc. to rezone property located north of Eber Boulevard and east of Hollywood Boulevard, south of Oak Grove Subdivision from R-A (Residential Agricultural District) to R-1B (Single-Family Residential District) on the following described property:

A tract of land being a portion of Lots 22, 23 and 24, Section 17, Township 28 South, Range 37 East, Plat of Indian River Land Company Subdivision, according to the map or plat thereof as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the West 1/4 corner of said Section 17; thence N01°43'06"E along the West line of the Northwest 1/4 of said Section 17 for a distance of 895.59 feet; thence departing said line run S89°06'16"E for a distance of 17.38 feet to the Point-of-Beginning; thence N02°13'08"E along the East Right-of-Way of Hollywood Boulevard as established in Official Records Book 4529, Page 2993, Public Records of Brevard County, Florida, for a distance of 422.19 feet; thence S89°06'16"E along the North line of Lots 24, 23 and 22 of the afore mentioned plat for a distance of 1906.19 feet to the Northeast corner of Lot 22; thence S00°55'55"W along the East line of said Lot 22 for a distance of 1246.96 feet to a point on the North Right-of-Way of the Melbourne Tillman Drainage District Canal No. 71 as set forth in Official Records Book 3511, Page 4503, Public Records of Brevard County, Florida; thence N89°10'45"W along said Right-of-Way which lies 48.00 feet North of and parallel the South line of Lots 22, 23 and 24 for a distance of 880.00 feet; thence departing said Right-of-Way run N00°55'55"E along a line being 880.00 feet West of and parallel to the East line of Lot 22 for a distance of 826.11 feet; thence N89°06'16"W along a line 442.00 feet South of and parallel to the North line of Lots 22, 23 and 24 for a distance of 1035.67 feet to the Point-of-Beginning. Contains: 35.19 acres, more or less.

The Planning and Zoning Board recommends approval of this rezoning request.

City Manager Ryan read the request.

Mr. Philip Nohrr, 1800 W. Hibiscus Boulevard, Melbourne, Florida, representing the applicant, explained the request. He also spoke about a letter from the School Board of Brevard County recommending disapproval of this rezoning and stated that it was not competent substantial evidence and explained.

Mr. Douglas Taylor, 708 Samuel Chase Lane, West Melbourne, Florida, asked about recent R-1B zoning discussions and controlling traffic on Hollywood Boulevard. He also stated that the developers should be required to fund additional lanes for turning at Hollywood Boulevard and Eber Boulevard.

Mayor Willmarth closed the Public Hearing.

Moved by Council Member Goelz, seconded by Council Member Bradshaw to approve the rezoning request.

Discussion:

Deputy Mayor Boss stated that funding was in place for the turn lanes mentioned and that the developers provided funds to assist. He also explained a cap ratio for R-1B zoning approved by City Council.

City Attorney Karl Bohne clarified the R-1B zoning cap ratio.

Council Member Burcham spoke about the School Board letter and stated that she was concerned about the overcrowding of Melbourne High School.

City Attorney Bohne clarified that Council could assess the weight of the evidence and stated that the letter was more conclusionary than fact based and explained.

There was much discussion regarding this issue.

Council Member Lieson asked about the ingress and egress.

Mr. Nohrr explained that there are two areas of ingress and egress, one each on Hollywood Boulevard and Eber Boulevard.

Deputy Mayor Boss asked if the number of 116 lots was a binding number. He also asked about transferring density as the Norpak Development agreement stated that this would not occur.

City Attorney Bohne explained transferring density.

Mr. Nohrr stated that any plan submitted on this project would not exceed 116 lots.

City Manager Ryan stated that the ordinance regarding the R-1B lot ratio was being scheduled for public hearings.

Question Called: Motion Carried, 5-1, with Council Member Burcham voting nay.

D. REZONING - PENCE

A request by Roy Pence to rezone property located on the north side of the westernmost end of Fell Road right-of-way on the west side of Hollywood Boulevard immediately north of the Saddlebrooke Subdivision from R-A (Residential Agricultural District) to R-1A (Single-Family Residential District) on the following described property:

Lot 18 in Section 7, Township 28 South, Range 37 East, according to the plat thereof, Florida Indian River Land Company, as recorded in Plat Book 1, Page 164, Public Records of Brevard County, Florida, less and except road and canal right-of-ways. Contains 20.76 acres more or less.

The Planning and Zoning Board recommends approval of this rezoning request.

City Manager Ryan read the request.

Mr. Philip Nohrr, 1800 W. Hibiscus Boulevard, Melbourne, Florida, representing the applicant, explained the request.

Mr. John Contorno, 2783 Whistler Street, West Melbourne, Florida, spoke about the impact of development on wildlife, schools, drainage and traffic.

Mr. John Buonocore, 775 Triple Crown Lane, West Melbourne, Florida, spoke about concerns regarding the extension of Fell Road from Hollywood Boulevard to Minton Road.

Mr. Douglas Taylor, 708 Samuel Chase Lane, West Melbourne, Florida, spoke about traffic concerns.

Mayor Willmarth closed the Public Hearing.

Moved by Council Member Goelz, seconded by Deputy Mayor Boss to approve the rezoning request.

Discussion:

Council Member Lieson asked about the current ingress and egress on this property.

Mr. Roy Pence, 300 East New Haven Avenue, Melbourne, Florida, applicant, explained that the only ingress and egress would be from Minton Road.

Mayor Willmarth explained that the comprehensive plan envisioned Doherty Drive connecting with Fell Road.

Council Member Burcham spoke about addressing the overcrowding school issue.

Deputy Mayor Boss stated that the School Board of Brevard County does understand the overcrowding issue and spoke about the constraints that everyone was under.

City Manager Ryan spoke about the upcoming County ballot which will contain a one-cent local option sales tax and that the School Board has stated that if this item passes, they will fund a new elementary school in West Melbourne.

Council Member Bradshaw stated that the City provides the planning and zoning issues to the School Board and has done so for many years.

Council Member Rose asked if the City had received any hard numbers in overcrowding and definitions from the School Board.

Planning Director Mills stated that the City has charts indicating the overcapacity only at Melbourne High.

Question Called: Motion Carried, 6-1, Council Member Burcham voting nay.

E. VARIANCE - LIEBAU

A request by Dorothy W. and William J. Liebau to grant a variance from the Code of Ordinances, Chapter 98, Section 98-196, to allow for less than the minimum twenty-five (25) foot rear setback on the south side of the property on the following described property:

Lot 112, Phase II of Clements Wood, situated in the City of West Melbourne as recorded in Plat Book 25, Page 100 of the Public Records of Brevard County, Florida (765 John Carroll Lane).

The Planning and Zoning Board recommends approval of this variance request.

City Manager Ryan read the request.

Ms. Dorothy Liebau, 765 John Carroll Lane, West Melbourne, Florida, applicant, explained the request.

Mayor Willmarth closed the Public Hearing.

Moved by Council Member Bradshaw, seconded by Council Member Burcham to approve the variance request.

Discussion:

Deputy Mayor Boss asked if the appropriate mailings were done and if there were objections from the neighbors.

City Manager Ryan confirmed the mailings and replied that the City had received no objections.

Council Member Goelz clarified that no drawings were submitted.

Planning Director Mills confirmed and explained the hardship precedent set forth many years ago in this subdivision due to the configuration of the lots.

City Manager Ryan confirmed the ongoing precedent in this subdivision and explained.

Question Called: Motion Carried, 6-1, Council Member Goelz voting nay.

Deputy Mayor Boss asked if there were a completion date on the traffic study for a connection of Doherty Drive and Fell Road.

City Engineer Michelle Shoultz stated the completion date is scheduled for early November.

Mayor Willmarth recessed the meeting at approximately 9:05 p.m.

Mayor Willmarth reconvened the meeting at approximately 9:15 p.m.

V. FINAL PLAT(S)

A. LAKEWOOD ESTATES-2

A request by David Cottrill for a Final Plat review for Lakewood Estates-2 Subdivision located West of Dairy Road, South of Dorchester Avenue, and North of Henry Avenue consisting of 3 proposed lots on the following described property:

A tract of land lying in the Southeast 1/4 of Section 5, Township 28 South, Range 37 East, Brevard County, Florida, and being a portion of land described in O.R. Book 997, Page 415 and Survey Book 1, Page 135, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the intersection of the south Right-of-Way line of Dorchester Avenue and the East Right-of-Way line of Lakewood Drive as recorded in aforesaid Survey Book 1, Page 135; thence go $S00^{\circ}02'48''E$ along said East Right-of-Way line of Lakewood Drive a distance of 220.00 feet to the Point-of-Beginning of the herein described tract; thence go $S89^{\circ}47'08''E$ along the South line of O.R. Book 651, Page 643, being also parallel with the aforesaid South Right-of-Way line of Dorchester Avenue, a distance of 122 feet, more or less, to the waters of a lake, and to the termination of this line; thence return to the Point-of-Beginning and go $S00^{\circ}02'48''E$ along said East Right-of-Way line of Lakewood Drive a distance of 185.00 feet to the point of curvature to the left being concave to the East, having a radius of 137.61 feet and a central angle of $63^{\circ}10'44''$; thence go $S63^{\circ}13'32''E$ along aforesaid Right-of-Way line of Lakewood Drive, a distance of 228.13 feet to the point of curvature to the left being concave to the North, having a radius of 405.82 feet and a central angle of $26^{\circ}08'08''$; thence go southeasterly along said curve an arc distance of 185.12 feet; thence go $N00^{\circ}38'18''E$ along the westerly line of that property as described in O.R. Book 3414, Page 488, Public Records of Brevard County, Florida a distance of 120.00 feet; thence go $N47^{\circ}12'58''W$ along said West property line a distance of 42 feet, more or less to the waters edge of a lake; thence meandering said waters edge go westerly, northwesterly and northerly

to the point of termination of the first described line at the South line of aforesaid O.R. Book 651, Page 643. Containing 1.98 acres, more or less.

The Planning and Zoning Board recommends approval of this final plat with the inclusion of Staff and surveyor comments.

City Manager Ryan read the request.

Moved by Council Member Bradshaw, seconded by Deputy Mayor Boss to approve the final plat, including Staff and surveyor comments. Question Called: Motion Carried, unanimously.

B. WOODFIELD @ HERITAGE OAKS PHASE 3

A request by Teimouri & Associates, Inc. For a Final Plat review for Woodfield @ Heritage Oaks Phase 3 Subdivision located South of Henry Avenue, East of Minton Road and West of Hollywood Boulevard consisting of 50 proposed lots on the following described property:

A portion of Tract No. 1, Woodfield @ Heritage Oaks, Phase 1, as recorded in Plat Book 47, at Pages 7 through 9 of the Public Records of Brevard County, Florida; more particularly described as follows:

Commence at the northeast corner of the northwest quarter of Section 7, Township 28 South, Range 37 East; thence S00°31'32"W along the East line of said northwest quarter, a distance of 51.00 feet to the South Right-of-Way line of Henry Avenue (a public Right-of-Way) and the Point of Beginning; thence continue S00°31'32"W along the East line of said northwest quarter, a distance of 858.13 feet to the southeast corner of Tract No. 1, Woodfield @ Heritage Oaks, Phase 1 as recorded in Plat Book 47, at Pages 7 through 9 of the Public Records of Brevard County; thence along the southerly boundary of said Tract No. 1 as follows: N89°28'28"W, a distance of 120.00 feet; thence N00°31'32"E, a distance of 31.88 feet; thence N89°28'28"W, a distance of 295.00 feet; thence N79°28'31"W, a distance of 76.16 feet; thence N00°31'32"E, a distance of 122.67 feet; thence N79°19'27"W, a distance of 20.32 feet; thence S00°31'32"W, a distance of 122.73 feet; thence S87°07'24"W, a distance of 75.13 feet; thence S82°44'10"W, a distance of 51.77 feet to a point of curve to the right having a radius of 170.00 feet and a central angle of

43°28'29"; thence westerly along the arc a distance of 128.99 feet; thence N53°47'22"W, a distance of 35.92 feet to the southeasterly corner of Woodfield @ Heritage Oaks, Phase 2 as recorded in Plat Book 49, at Pages 54 through 56 of the Public Records of Brevard County; thence along the easterly boundary of said Woodfield @ Heritage Oaks, Phase 2 as follows: N53°47'22"W, a distance of 4.96 feet to a point of curve to the right having a radius of 170.00 feet and a central angle of 57°01'24"; thence northwesterly along the arc a distance of 169.19 feet; thence N19°17'59"W, a distance of 290.50 feet; thence N01°12'37"E, a distance of 120.49 feet; thence N00°10'52"E, a distance of 50.39 feet; thence N01°12'37"E, a distance of 189.90 feet; thence along the aforementioned southerly Right-of-Way of Henry Avenue as follows: S88°22'30"E, a distance of 263.36 feet; thence N00°30'26"E, a distance of 5.00 feet; thence S88°22'30"E, a distance of 694.29 feet to the Point of Beginning. Containing 17.3559 acres, more or less.

The Planning and Zoning Board recommends approval of this final plat with the inclusion of staff and surveyor comments.

City Manager Ryan read the request.

Moved by Council Member Rose, seconded by Council Member Goelz to approve the final plat, including Staff and surveyor comments.

Discussion:

Council Member Goelz asked if all required signatures had been obtained.

City Engineer Shoultz stated that a revised plat had not been submitted although the engineer indicated that the comments were being addressed.

Question Called: Motion Carried, unanimously.

VI. PUBLIC FORUM

Persons wishing to speak must fill out a "Request to Speak" form. Comments on matters will be limited to three (3) minutes.

Mr. David Dudley, 436 Arrowood Street, West Melbourne, Florida, stated that the drainage canal at Stratford Pointe was full of water and should be looked at.

City Manager Ryan stated that the drainage canal belonged to the Melbourne-Tillman Water Control District but that they would be contacted regarding same.

Mr. Dudley also spoke about a Police Officer sitting at Fell Road and Hollywood Boulevard and asked if the officer could assist with traffic control in getting onto Hollywood Boulevard in the mornings.

Police Chief Lock stated that when an officer is there, he would encourage them to assist in that function, however, someone would not always be at that location. He stated that the school crossing guard normally at that location is not authorized to direct traffic.

VII. CITY MANAGER'S REPORT

A. Purchasing - Electronic Document Imaging Program - *Action Item*

At the previous City Council meeting, you heard a presentation from Mr. Craig Anderson with Advanced Processing and Imaging, Inc. of Deerfield Beach, concerning the implementation of a computer to optical laser disc system for records management within the community. You will recall that Mr. Anderson's presentation involved a records management software program that interfaces with the HTE applications on the City's AS400 computer without additional programming and/or interfaces from HTE.

According to Mr. Anderson, this program is available through the State of Florida Division of Purchasing and through a public bid via Marion County.

You will recall that Finance Director Charlotte Luikart reported that within the existing Fiscal Year 2002-03 Annual Operating Budget, the City appropriated \$20,000 to commence this program and is proposing to allocate the remaining \$49,475 in next fiscal year. Advanced Processing and Imaging has committed to initiating this project with the current funding and proceeding based upon the budget allocation in Fiscal Year 2003-04.

Following that presentation, the City Council deferred action on implementation to allow Deputy Mayor Mark Boss to meet with Staff members to review this program.

At this time, it would be appropriate to act upon Ms. Luikart's request to proceed with this project.

Moved by Council Member Bradshaw, seconded by Council Member Goelz to approve the request. Question Called: Motion Carried, unanimously.

B. Personnel Policy Amendment - Employee Internet Use Policy - *Action Item*

You will recall at the previous City Council meeting that you approved an amendment to the City's Personnel Policy relating to the use of the Internet on City-owned computers for the purchase of goods and services for personal use. During the discussion of this issue, the City Staff was asked to review and revise this Internet Policy to eliminate any use of City computers to access the Internet by employees except for Official Business of the City of West Melbourne. The attached policy is submitted for your review and approval.

At this time, it would be appropriate to discuss this issue.

Moved by Council Member Bradshaw, seconded by Council Member Burcham to approve the amendment. Question Called: Motion Carried, unanimously.

C. Installation of Speed Humps at City Hall - *Action Item*

At the previous City Council Meeting, you acted upon a request to remove the speed bumps installed in the driveway to City Hall. During this discussion, Public Works Director Barry Bartolino indicated that an alternative to the speed bumps would be the installation of speed humps which are made of recycled materials. Included with this agenda package is information obtained by Mr. Bartolino concerning speed humps made from recycled rubber. The cost for this alternative is estimated at \$3,550 (not including shipping).

At this time, it would be appropriate to provide direction to the Staff whether to proceed with the purchase and installation of these improvements.

Moved by Council Member Goelz, seconded by Council Member Burcham to deny the change in speed humps.

Discussion:

Council Member Bradshaw stated that she had tripped over the speed bumps as there was insufficient lighting in the area.

City Manager Ryan stated that the City would look into additional lighting onto the driveway area.

Council Member Lieson stated that she was against the speed bumps.

Council Member Burcham stated that she did not agree with spending more money on this issue but that they were needed.

Police Chief Lock suggested painting the speed bumps with reflective yellow paint.

Question Called: Motion Carried, unanimously.

Moved by Council Member Lieson to remove the speed bumps at a cost of approximately \$1,500.00.

Motion died for lack of a second.

D. Request to Amend the Reclaimed Water District Boundaries - *Action Item*

At the previous City Council Meeting, I presented a request from one property owner in the Brookshire @ Heritage Oaks Subdivision to be removed from the reclaimed water district boundaries. You will recall at that meeting that I briefed you on the history of the reclaimed water issue and the previous position of the Brevard County Environmental Health Department of not issuing permits for wells in the district. This property owner made application to the County for a permit for a private well. The homeowner was denied, however, and consistently pursued and pressured the County for a permit. The County acquiesced and granted the homeowner a well permit. This well has been installed and the homeowner is now making a request to eliminate the billing of \$9.00 a month for reclaimed water.

I have reviewed this issue with City Attorney Karl Bohne. Mr. Bohne indicates that to accommodate this request, this lot must be removed from the reclaimed water district.

At the previous meeting, you tabled this issue to obtain additional data from the Building Official on municipal permits that may have been required for this well. Included with this report is a copy of a memorandum from Building Official John Marian on this issue.

At this time, it would be appropriate to act upon this request.

Moved by Deputy Mayor Boss, seconded by Council Member Goelz to remove this item from the table. Question Called: Motion Carried, unanimously.

Moved by Council Member Goelz, seconded by Council Member Rose to deny this request.

Discussion:

Council Member Rose stated that he spoke with the County and was told the only way to get a permit in the reclaimed district was to obtain a letter from the City stating that there was an insufficient supply of reclaimed water. He also spoke about the Code stating that homeowners could have a well supplementing reclaimed water.

Council Member Goelz spoke about advertising to change the district boundaries.

City Attorney Bohne confirmed and stated that this discussion would initiate that process if approved.

Council Member Lieson stated that it would be too difficult to exclude someone from the boundaries. She stated that she spoke to the County supervisor regarding deep wells and that the City precluded anyone from getting well permits. She also spoke about common areas not using reuse water, only homes.

Council Member Burcham stated that she would agree to changing the boundaries if the homeowner agreed to pay the advertising and associated costs.

Council Member Bradshaw asked if the City had provided a letter to the County for this individual.

City Manager Ryan stated no and that the individual was persistent in pressuring the County.

Council Member Lieson stated that you have a right to ask the County for a well permit and the City has no right to interfere.

Mayor Willmarth stated that it is the County's policy that they will not issue well permits without the City's permission.

Council Member Rose inquired if a homeowner asked the City for a letter when reuse was low, would such a letter be issued.

City Manager Ryan stated no as the consultant's report indicated that there was sufficient capacity to provide service, however, there is an overuse of the service.

Council Member Lieson stated you cannot control the overuse and that homeowners were losing their landscaping.

City Manager Ryan stated that if the City Council wanted him to issue letters allowing wells in the reuse district, please direct him to do so.

Building Official John Marian stated that this was a major issue of cross connections and contamination of an aquifer. He stated that the County admitted to issuing the permit incorrectly and stated that they will not issue any more permits.

Question Called: Motion Carried, unanimously.

Council Member Goelz presented a graph outlining shortage dates of groundwater, St. Johns River and the use of desalination.

Mayor Willmarth confirmed that there was no unity or agreement in issuing letters allowing wells.

E. Approval of Agreements with Pine Lakes Mobile Home Park and Quail Run Mobile Home Park to Provide Sanitary Sewer Service - *Action Item*

You will recall in January that you authorized the development of an agreement that would allow for the Pine Lakes Mobile Home Park and the Quail Run Mobile Home Park to connect to the West Melbourne sanitary sewer system without annexation into the corporate limits of the City. City Attorney Karl Bohne and City Engineer Michelle Shoultz have been working with the owners of these parks and their legal counsel on these agreements. Included in this agenda package are copies of the agreements authorizing this connection.

Additionally, the water service for these customers would continue to be provided by the City of Melbourne. Our community is currently discussing with representatives of Melbourne to provide billing for the sanitary sewer on the Melbourne utility bills.

At this time, it would be appropriate to approve the attached agreements.

City Manager Ryan stated that new agreements were presented at the meeting with minor changes.

City Attorney Bohne explained the changes which included issues concerning facilities outside of easements and a due diligence period for the City, but that the issues had been addressed.

Moved by Council Member Bradshaw, seconded by Deputy Mayor Boss to approve the agreements. Question Called: Motion Carried, unanimously.

F. Presentation Concerning Vacant Structures at Carolina Street and Dairy Road - Action Item

At the previous City Council Meeting, one member of the City Council inquired about the demolition of the vacant structures at Carolina Street and Dairy Road. I have asked Building Official John Marian to prepare a report concerning these structures.

At this time, it would be appropriate to discuss this issue.

City Manager Ryan stated that Mr. Marian was of the opinion that the structure was not in violation of the Code. He explained that an option would be to hire a structural engineer to do an analysis of the structure, however, this would take either the permission of the property owner to enter the structure or an inspection warrant from the City Attorney.

Council Member Bradshaw asked if anything were proposed for the buildings.

City Manager Ryan stated that one property had equipment stored inside although he believes that the owner is marketing the entire corner for sale.

Council Member Lieson stated that she was not in favor of hiring a structural engineer but that the building should be torn down.

There was much discussion on this issue.

G. Request for Clarification on City Travel Policy and Monthly Vehicle Allowance - Action Item

In February 2003, I informed you that the Florida Attorney General had issued an opinion that municipalities cannot have travel per diem rates and other allowances for officers and employees that conflict with Chapter 112.061. Previously, the Attorney General had indicated that municipalities could enact per diem and other travel allowances which varied from this statute due to the Municipal Home Rule Powers Act. Additionally, based upon this recent Attorney General opinion, the state Auditor General has notified each city to review their travel-related policies for compliance with the 2003 opinion.

In response to this opinion, the City amended the travel policies to conform to this Chapter.

In the 2003 Legislative Session, the Florida Legislature adopted Committee Substitute for S.B. 1426 that amended F.S. 112.021 to provide that municipalities may provide reasonable travel per diem rates for officers, employees or other authorized employees of the City that does not conform to F.S. 112.061.

Following the passage of this legislation, in July, we presented a revised travel policy that provides the following limits for meals.

Breakfast	\$5.00
Lunch	\$8.00
Dinner	\$20.00
Total	\$33.00 per day if an overnight stay is required

This policy also reaffirmed that if the traveler is attending a conference where a meal is provided as a part of the conference, the dollar value of the meal is deducted from the daily meal allowance.

For your review, I have provided copies of the new legislation and F.S. 112.061.

At this time, I would like clarification that the meal allowances are applicable to all officers and employees of the City.

Mayor Willmarth stated that it was his opinion that the allowance applied to everyone.

Council Member Bradshaw concurred.

City Manager Ryan inquired that if an employee attends a conference and there is a luncheon not included in the conference, costing more than the \$8.00 allowance, does the City pay for the luncheon or the \$8.00 allowance and the individual pays the difference.

Mayor Willmarth stated that the individual should pay the difference as it is their choice rather or not to attend the luncheon.

Council Member Bradshaw concurred.

Deputy Mayor Boss concurred.

Council Member Lieson stated that in the past, she has always gotten a "T and E" check to cover travel and any extra meals. She asked for clarification on the travel policy for meals.

City Manager Ryan explained.

Council Member Lieson stated that she felt the Council should be issued a check to cover the costs that they know they will have such as the costs of the luncheon and the cost of the travel expense.

City Attorney Bohne explained the policy.

There was much discussion on this issue.

Moved by Council Member Rose, seconded by Council Member Bradshaw to provide for mileage reimbursement at \$0.29 per mile for travel outside of Brevard County when travel is approved by Council. Question Called: Motion Carried, 6-1, with Council Member Goelz voting nay.

The second issue relates to the monthly travel allowance for City Council Members. In 1996, the City Council adopted a policy that allows for a monthly travel payment to members of the City Council of \$25 per month. This policy was adopted in conformance with F.S. 112.061(7)(f). This statute allows agencies to provide fixed amounts for use of privately owned automobiles on official business in lieu of the driver submitting for reimbursement at the per mile rate within the statute.

I have received requests for mileage reimbursement for travel outside of Brevard County. Based upon these requests, I would like to solicit clarification as to whether the monthly travel allowance is all inclusive of travel in privately owned vehicles by City Council Members.

If the intent of the travel allowance is to provide for all private vehicle use, whether in the County or outside the County, then you may wish to address increasing this travel allowance.

At this time, it would be appropriate to provide direction on this issue.

H. Presentation of Boundary and Topographical Survey of Drainage Facility East of the Clements Wood Subdivision - *Possible Action Item*

At the July 15, 2003, Regular City Council Meeting, during the discussion of the Whispering Woods Subdivision plat, you directed the City Staff to perform a boundary and topographical survey of the drainage facility located east of the Clements Wood Subdivision and west of the proposed Whispering Woods development. City Engineer Michelle Shoultz has received this survey and will review this data with you via the attached memorandum.

City Engineer Shoultz stated that there was only one encroachment of several feet of a screened concrete patio into the drainage easement and explained.

I. Personnel - *Information Item*

At the previous City Council meeting, you approved a proposal for a committee consisting of City Staff and City Clerks from other communities to review the 69 applications and/or resumes, and develop a shortlist for the City Council to consider. To date, the Town Clerk of Melbourne Village and the City Clerk of Melbourne have agreed to assist in this review process.

City Manager Ryan stated that he was attempting to recruit two more City Clerks to sit on the committee.

Council Member Lieson stated that she would like to have the City Clerks from Palm Bay, Rockledge or Satellite Beach.

Council Member Burcham stated that she would not like to see this review take too long.

There was much discussion on this issue.

J. Brevard Metropolitan Planning Organization Reapportionment - *Information Item*

In July, the Florida Department of Transportation informed the Brevard Metropolitan Planning Organization (BMPO) that a reapportionment plan concerning the makeup of the BMPO must be submitted by November 30, 2003. Florida law limits the number of members to the BMPO to not more than 19 elected officials, which must include the 5 County Commissioners and members of a major mode of transportation, such as the Canaveral Port Authority.

Reapportionment is always a difficult issue. Changes to the current makeup of the BMPO may surface during this debate. As this City's TAC representative, I will monitor this issue during the subcommittee meetings.

Mayor Willmarth stated that the next meeting had been rescheduled to September 12.

K. Presentation of the July 2003 Monthly Financial Reports - *Information Item*

At this time, I would like to present the July 2003 Monthly Financial Report prepared by the City's Finance Department. Please review this report. If you have any comments or questions, please contact either Finance Director Charlotte Luikart or myself.

L. Presentation of the July 2003 Monthly Progress and Financial Report for USFilter Operating Services, Inc. - *Information Item*

Included with this agenda package is a copy of the July 2003 Monthly Financial and Progress Report for USFilter Operating Services, Inc., the contract operator of the Ray Bullard Water Reclamation Facility. If you have any comments or questions, please contact Mr. Brett Taylor, Project Manager.

M. August 26, 2003, Joint Special Meeting with the City Council and the Planning and Zoning Board - *Information Item*

On Tuesday, August 26, 2003, there will be a Joint Special Meeting of the City Council and the Planning and Zoning Board. At this meeting, the City will be reviewing the following site plans/plats.

Manchester Lakes Subdivision - a 466-lot subdivision proposed south of Eber Boulevard and east of Hollywood Boulevard

Additionally, City Engineer Michelle Shultz reports that the City anticipates receiving the Master Drainage Plan from the Brevard County Stormwater Utilities Department, as well as the PD&E study for the Florida Avenue extension. I would like to propose presentations to the City Council following the joint review of the proposed subdivision.

City Manager Ryan stated that the County would be giving an executive summary of the report to have in the Agenda packet.

N. Miscellaneous

City Manager Ryan stated that he would like to reschedule the Joint Special Meeting to September 30 to allow for advertising requirements on several ordinances.

Council concurred.

VIII. CITY ATTORNEY'S REPORT

City Attorney Bohne reported on a memorandum he composed to Acting City Clerk Curry explaining the exemption of certain information from public records when public records requests are made.

IX. STAFF REPORTS

A. Chief of Police

Police Chief Lock stated that the monthly statistical report had been handed out. He also stated that he had been reappointed to the Florida Police Chiefs Association Board of Directors, as well as being appointed to Co-Chair the Law Enforcement Academy Advisory Board.

B. Acting City Clerk

Council Member Bradshaw stated that Ms. Curry was doing a great job considering what she was walking in to.

Council Member Burcham asked about the status of the newsletter regarding informing the citizens of the qualifying dates for election.

Acting City Clerk Curry stated that the printer indicated that it was in the final stages and would be taken for labeling and mailing the next day. She also stated that the newspaper had an error in the City's qualifying dates and that they were in the process of printing a correction notice.

Council Member Burcham stated that she felt Ms. Curry was doing a great job.

X. COUNCIL REPORTS

Mayor Bob Willmarth

Mr. Willmarth asked City Manager Ryan to review remaining funds to see if there were sufficient funds to support Brevard Tomorrow in their request for support.

Deputy Mayor Mark Boss

None.

Council Member Hal Rose

Mr. Rose reported that he felt that the Florida League of Cities Annual Conference was very beneficial. He stated that some Councils get involved in and promote education to insure good school systems in their communities.

Council Member Al Goelz

Mr. Goelz reported on a street vendor on the corner of U.S. 192 and Dairy Road in which Code Enforcement Inspector Dwight Powless took the necessary steps to have the vendor moved.

Council Member Kim Burcham

Ms. Burcham reported that she felt the Florida League of Cities Annual Conference was very good also and recommended it to anyone who has not attended. She stated that she was disappointed with the City Council action taken on this evening's rezoning and that she plans to work on the school overcrowding issue.

Council Member Shirley D. Bradshaw

None.

Council Member Jan Lieson


Ms. Lieson stated she felt the Florida League of Cities Annual Conference was great and worthwhile. She asked City Manager Ryan the status of selecting an Assistant City Manager/Human Resource Director.

City Manager Ryan stated that four individuals had been brought in for interviews and explained. He stated that, at the next meeting, he would like to present the option of hiring one of the individuals as Human Resource Director only at a lower salary and utilize the savings to potentially promote a senior Department Head to Assistant City Manager.

Ms. Lieson stated that this would not accomplish what Council wanted and that she did not approve.

XI. ADJOURN

Mayor Willmarth adjourned the meeting at approximately 11:05 p.m.



MAYOR



DEPUTY MAYOR



ATTEST: ACTING CITY CLERK

HC BSE Consultant Inc
3125 Harbor City Blvd #4
Mcb F137601

**CITY OF WEST MELBOURNE/
PINE LAKE MOBILE HOME ESTATES, INC.
WASTEWATER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 3rd day of October, 2003, by and between THE CITY OF WEST MELBOURNE, a Florida Municipality ("CITY"), and PINE LAKE MOBILE HOME ESTATES, INC., a Florida Corporation ("UTILITY").

RECITALS

1. UTILITY provides wastewater services to certain property located in unincorporated Brevard County, Florida, more particularly described in Exhibit "A", attached to and incorporated into this Agreement, and hereafter referred to as the "UTILITY'S TERRITORY," pursuant to Certificate No. 486-S issued by the Florida Public Service Commission ("FPSC").

2. UTILITY'S TERRITORY is comprised of land owned by UTILITY, upon which is located a manufactured home community known as Pine Lake Mobile Home Estates and a gas station and convenience store, and additional land which is not owned by UTILITY upon which is located 45 residences on American Street and Buddy Street and a residence at 2555 Eber Blvd.

3. UTILITY has formally sought and requested transfer of its wastewater service to the CITY.

4. CITY owns and operates a municipal wastewater system located in West Melbourne, Brevard County, Florida, and is willing to provide, in accordance with the provisions and stipulations set forth herein and in accordance with all applicable laws, wastewater service to UTILITY'S TERRITORY.

5. UTILITY is willing to transfer its wastewater services to the CITY and connect to the CITY wastewater system in order to serve UTILITY'S TERRITORY.

6. UTILITY and CITY covenant and agree that they have the power and authority to enter into this Agreement and bind their respective entities to the provisions of this Agreement.

7. The parties acknowledge and agree that the provision of wastewater service will involve the payment of certain fees and costs by UTILITY to CITY.

AGREEMENT

ACCORDINGLY, in consideration of the Recitals, covenants, agreements and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 12 #Names: 2 Serv: 0.00
Trust: 6.50 Rec: 49.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

CFN 2003314237 10-06-2003 02:31 pm
OR Book/Page: 5079 / 2496



SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS. The parties agree that, in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

2.1. "Agreement" means this CITY OF WESTMELBOURNE/PINE LAKE MOBILE HOME ESTATES, INC. Wastewater Service Agreement as it may from time to time be modified.

2.2. "CITY" means the City of West Melbourne, Florida.

2.3. "CITY Council" means the City Council of the City of West Melbourne, Florida.

2.4. "CITY Ordinances" means the Code of Ordinances City of West Melbourne, Florida, as amended.

2.5. "Collection facilities" means the gravity lines, pipes, pump stations, force mains and appurtenant equipment owned, operated and maintained by UTILITY to collect wastewater and to transmit the same to the point of connection with CITY.

2.6. "Customers" means individual generators of wastewater transmitted, treated and disposed of under this Agreement. Where the UTILITY is an individual generator of wastewater transmitted, treated and disposed of under this Agreement, the UTILITY is a Customer.

2.7. "Easement area" means any parcel of property on which a utility facility may be located to transport wastewater over, under, upon and through said property.

2.8. "FPSC" means the Florida Public Service Commission.

2.9. "CITY wastewater system" means those transmission facilities and treatment facilities in which wastewater is received, transmitted, treated, detained, and disposed of, and which are owned, operated and maintained by CITY.

2.10. "Service" means the readiness and ability on the part of CITY to furnish wastewater service to each Customer's lot.

2.11. "Transmission facilities" means those master lift stations, lines, pipes, force mains, pumps, meters or storage tanks, pump stations, meters, and appurtenant equipment used to transmit wastewater from the point of connection of UTILITY'S collection facilities to the point of connection mutually agreed upon by the parties. Such facilities will be dedicated at no cost to CITY.

2.12. "Treatment facilities" means those treatment and disposal facilities and rights used by CITY to treat wastewater and detain, transmit and dispose of said treated wastewater in accordance with applicable governmental and regulatory requirements.



2.13. "UTILITY" means PINE LAKE MOBILE HOME ESTATES, INC., a Florida Corporation authorized to transact business in Florida, its successors and assigns.

2.14. "Wastewater" means water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers, but does not mean or include hazardous wastes.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. CITY has the right and privilege to construct, own, maintain, and operate the wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places that now, or in the future, are dedicated to public use in the record plats or in agreements, dedications or grants made otherwise and independent of said record plats. UTILITY represents and warrants that, on the date of transfer of the wastewater facilities to CITY, all such wastewater facilities shall be located within the streets and easement areas described above. If such wastewater facilities are not within such streets and easements areas described above, then UTILITY agrees that, prior to transfer, it shall either (i) grant an easement to the CITY, or cause an easement to be granted to the CITY, at no cost to the CITY, for the area where the wastewater facilities are actually located, or (ii) move the wastewater facilities, at no cost to CITY, to an already existing street or easement area. In the event that, after transfer of the wastewater facilities to CITY, CITY is required or desires to install any of its wastewater facilities in lands within UTILITY'S TERRITORY lying outside the streets and easement areas described above and lying within property owned by UTILITY, then UTILITY shall grant to CITY, at fair market cost or expense to CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." CITY covenants that it will use due diligence in ascertaining all easement locations; however, should CITY install any of its facilities outside a dedicated easement area, UTILITY, and the successors and assigns of UTILITY, covenant and agree that CITY will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the wastewater industry with respect to the installation of all its wastewater facilities in any of the easement areas; and UTILITY in granting easements herein, or pursuant to the terms of this Agreement, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other entities to provide to UTILITY'S TERRITORY any utility services other than wastewater service.

SECTION 4. PROVISION OF COLLECTION AND TRANSMISSION FACILITIES. CITY shall provide wastewater service capacity as made available pursuant to this Agreement to UTILITY and UTILITY'S TERRITORY, its successors and assigns, in the following manner and subject to the following terms and conditions:

4.1. Connection of Transmission Facilities. UTILITY will cause to be designed, permitted and constructed, transmission facilities at no cost to CITY. Such facilities will be designed and constructed to the specifications required by CITY standards and deeded to CITY upon its approval at locations mutually agreeable to UTILITY and CITY.



4.2. Execution of FDEP "Wet" Construction Permits. Once UTILITY prepares the necessary State application forms to construct the wastewater transmission facilities, CITY agrees to process and execute said forms within ten (10) days and return them to the UTILITY for FDEP submittal.

4.3. Dedication of Collection Facilities. The parties hereto acknowledge that UTILITY has previously installed the wastewater collection facilities necessary to service UTILITY'S TERRITORY. At no cost to CITY, UTILITY shall provide CITY complete as built plans and videos showing the existing condition of the system and any repairs, modifications, and upgrades made to the system at the request of the CITY. Within ninety (90) days of the completion of any additional improvements, repairs, modifications, evaluations, and upgrades made to the wastewater collection and transmission facilities, the CITY shall accept the improvements, repairs, modifications, evaluations and upgrades of the wastewater collection and transmission facilities. Prior to acceptance by the CITY of the improvements, all repairs, modifications, evaluations and upgrades will be inspected and evaluated to determine whether such repair modification, evaluation or upgrade re-establishes the functional integrity of the system. UTILITY will provide City with a two (2) year maintenance bond, and CITY shall re-inspect the wastewater collection and transmission facilities at the end of the two (2) year period. Any deficiencies upon such re-inspection shall be repaired by UTILITY. Upon approval of CITY of such as built plans and videos, repairs, improvements, modifications, and upgrades to the wastewater collection and transmission facilities or parts thereof, UTILITY shall transfer, convey and dedicate to CITY the constructed wastewater collection facilities, and CITY shall accept dedication of said wastewater collection facilities from UTILITY. Transfer of title shall be evidenced by bill of sale, or other appropriate documents, in a form satisfactory to CITY. UTILITY shall further cause to be conveyed to CITY all easements and/or rights-of-way covering areas in which wastewater collection lines are installed by recordable document in form satisfactory to CITY. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to CITY, establishing UTILITY'S rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by UTILITY shall include the use by other utilities so long as such uses by potable water, electric, telephone, or gas utilities, or cable television do not interfere with use by CITY. CITY agrees that the acceptance of the wastewater collection systems, installed by UTILITY, for service, or by acceptance of the bill of sale, shall constitute the assumption of responsibility by CITY for the continuous operation and maintenance of such systems from that date forward. UTILITY'S agreement to the conveyance of the existing wastewater collection system serving UTILITY'S TERRITORY and the conveyance of the easements incidental thereto to CITY are conditions to the execution of this Agreement by CITY.

4.4. Plans Review and Inspection Fees. Standard fees may be levied by CITY to cover the cost of plans review. Fees may be levied by CITY to cover the reasonable costs of inspections and testing of those wastewater collection facilities dedicated and accepted by CITY.

4.5. Connection of Facilities. Upon the accomplishment of all the prerequisites and conditions contained in this Agreement to be performed by UTILITY, CITY covenants and agrees that it will allow the connection of the

wastewater collection facilities previously installed by UTILITY to the central wastewater facilities of CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and FDEP. Once CITY provides wastewater service to UTILITY'S TERRITORY, CITY will continuously provide, at its cost and expense, but in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules set forth in the CITY Ordinances, wastewater service to UTILITY'S TERRITORY in a manner to conform with all requirements of all governmental agencies having jurisdiction over the wastewater collection and operation of CITY.

4.6. Subsequent Installations. All installations by UTILITY or its contractor made subsequent to the date of execution of this Agreement shall be warranted for at least two years from the date of acceptance by CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. All wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

SECTION 5. PAYMENT OF WASTEWATER CAPITAL CHARGES.

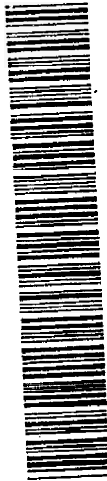
5.1 Wastewater Capital Charges. In consideration of CITY providing wastewater service to UTILITY'S TERRITORY, UTILITY agrees that as a condition precedent to CITY allowing connection of UTILITY'S wastewater collection facilities to CITY's central wastewater facilities, UTILITY shall, as to all of the 203 existing connections: (i) execute or cause to be executed and delivered to CITY, CITY's standard form application for service, for each connection, which application is required for all new CITY customers; and (ii) either pay or cause to be paid to CITY wastewater capital charges at the rate of \$1,275.00 per connection for the sewer connect fee, \$50.00 per connection for the sewer deposit, \$124.00 per connection for the sewer reuse surcharge, and a \$150.00 sewer permit review charge. Full payment for aforementioned charges shall be made at the time of connection of UTILITY'S TERRITORY to CITY'S system.

5.2. Wastewater Service by City of West Melbourne. UTILITY shall not be responsible for any additional charges or surcharges by CITY arising from the provision of wastewater service to UTILITY'S TERRITORY by CITY; provided, however, that each Customer shall be responsible for payment of any applicable charge, if any, levied by CITY for billing services arising from the provision of wastewater service to UTILITY'S TERRITORY.

5.3. Other Fees. UTILITY shall not be responsible for any other fees, charges, or surcharges not provided for pursuant to this Agreement or CITY Ordinances.

SECTION 6. OWNERSHIP OF FACILITIES: EVIDENCE OF TITLE.

6.1. Ownership of Facilities. All wastewater facilities conveyed to CITY for use in connection with providing wastewater services to UTILITY'S TERRITORY, shall at all times remain in the complete and exclusive ownership of CITY, and any entity owning any part of UTILITY'S TERRITORY, or any residence or building constructed or located thereon, shall not have any right,



title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of wastewater services to other persons or entities located within or beyond the limits of UTILITY'S TERRITORY, unless otherwise provided in this Agreement.

6.2. Evidence of Title. Within a period of thirty (30) days after the execution of this Agreement, at the expense of the UTILITY, UTILITY agrees to either deliver to CITY an Abstract of Title, brought up to date, which abstract shall be retained by CITY, and remain the property of CITY, or to furnish CITY an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to that portion of UTILITY'S TERRITORY that is owned by UTILITY, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in that portion of UTILITY'S TERRITORY that is owned by UTILITY shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. APPLICATION OF CITY RULES, REGULATIONS AND RATES. Rates and other charges to Customers of wastewater service shall be set forth from time to time in the CITY Ordinances. CITY may establish, revise, modify and enforce rules, regulations covering the provision of wastewater service to UTILITY'S TERRITORY. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to Customers located upon UTILITY'S TERRITORY shall be identical to rates charged to other customers of the CITY for the same classification of service as set forth in the CITY Ordinances. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon UTILITY, upon any other entity holding by, through or under UTILITY, and upon any Customer of the wastewater service provided to UTILITY'S TERRITORY by CITY; provided, however, that, pursuant to the terms of this Agreement, any charges levied under Section 5 above shall not be subject to any further increase except as provided in such Section 5.

SECTION 8. PERMISSION TO CONNECT REQUIRED. UTILITY, or any owner of any parcel of UTILITY'S TERRITORY, or any occupant of any residence or building located thereon, shall not have the right to connect to the wastewater facilities of CITY until approval for such connection has been granted by CITY, in accordance with this Agreement.

SECTION 9. BINDING AGREEMENT; ASSIGNMENTS. This Agreement shall be binding upon and shall inure to the benefit of UTILITY, CITY and their respective assigns and successors by merger, consolidation or conveyance. CITY shall have the right to assign this Agreement to any dependent special district set up by CITY so long as such district assumes the obligations of CITY hereunder.

SECTION 10. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of UTILITY and CITY shall survive the completion of the work of UTILITY with respect to completing the wastewater facilities and services to UTILITY'S PROPERTY as a whole, the dedication by UTILITY to CITY of the wastewater facilities, and the granting by UTILITY to CITY of easements and rights-of-way for such facilities as provided in this Agreement.



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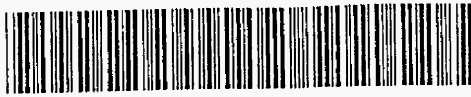
SECTION 11. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEYS' FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between UTILITY and CITY, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between UTILITY and CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as the CITY Ordinances, as may be amended from time to time by CITY Council. In the event that CITY or UTILITY is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

SECTION 12. DISCLAIMERS: LIMITATIONS ON LIABILITY.

12.1. Status. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS AND NOT AGENTS OF THE OTHER.

12.2. Indemnity. UTILITY SHALL INDEMNIFY CITY, ITS AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITY, DEMANDS, DAMAGES, EXPENSES, FEES, FINES, PENALTIES, SUITS, PROCEEDINGS, ACTIONS AND FEES, INCLUDING ATTORNEYS' FEES AND COSTS, FOR INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO PROPERTY OR PROPERTY RIGHTS THAT MAY ARISE FROM OR BE RELATED TO ACTS, ERRORS, OR OMISSIONS OF UTILITY, ITS AGENTS, EMPLOYEES, SERVANTS, LICENSEES, INVITEES OR CONTRACTORS OR BY ANY PERSON UNDER THE CONTROL OR DIRECTION OF UTILITY, OR BY UTILITY'S USE OF CITY'S SYSTEM PRIOR TO DEDICATION OF THE COLLECTION FACILITIES TO CITY, UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT. UTILITY SHALL INDEMNIFY CITY AND CITY AS AFORESAID FROM ALL LIABILITY, CLAIMS AND ALL OTHER ITEMS ABOVE MENTIONED, ARISING OR GROWING OUT OF OR CONNECTED WITH ANY DEFAULT, BREACH, VIOLATION OR NONPERFORMANCE BY UTILITY OF ANY COVENANT, CONDITION, AGREEMENT OR PROVISION CONTAINED IN THIS AGREEMENT CONCERNING ALL OR ANY PART OF CITY'S SYSTEM.

12.3. Force Majeure. CITY SHALL NOT BE LIABLE OR BE RESPONSIBLE TO UTILITY BY REASON OF THE FAILURE OR INABILITY OF CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR ANY INJURY TO THE UTILITY OR BY THOSE CLAIMING BY OR THROUGH THE UTILITY, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH. THE TERM, "FORCE MAJEURE " AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD; STRIKES, LOCKOUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY; EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS OR PIPELINES; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; CIVIL DISTURBANCES.



12.4. Disclaimer of Third-Party Beneficiaries. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR SUCCESSOR OR ASSIGNEE THEREOF.

12.5. Disclaimer of Security. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UTILITY EXPRESSLY ACKNOWLEDGES: (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

SECTION 13. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Brevard County, Florida, at the expense of UTILITY.

SECTION 14. DEFAULT.

14.1. Remedies. Either party to this Agreement, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida. Each party agrees to pay all reasonable costs and attorneys' fees to the other party not in default, provided such costs and attorneys' fees are payable under this Section only to the prevailing party in such suit. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of or failure to exercise any rights and remedies provided under the terms of this Agreement and authorized by law.

14.2. Default by CITY. In addition to those remedies provided in Section 14.1 above, in the event of default by CITY, UTILITY shall be entitled to any and all remedies available to all customers of the CITY wastewater system.

14.3. Notice of Default. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt, to cure such defaults, or to commence cure of such defaults, if cure requires more than thirty (30) days, and to thereafter timely complete said cure.

14.4. CITY Not Liable. CITY shall not be liable for any delays in connection of CITY wastewater service to UTILITY'S TERRITORY. This Agreement constitutes a promise by CITY of good faith and not a timetable for delivery of utility services.



SECTION 15. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 16. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 17. EFFECTIVE DATE. This Agreement shall be effective when executed by all parties hereto and after CITY has executed the attached Joinder and Consent. This Agreement shall not be effective until such Joinder and Consent has been executed by CITY.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. AGREEMENT NOT TO CONSTITUTE JOINT VENTURE/ EFFECT OF RECITALS. This Agreement is not intended to create any partnership or joint venture between the parties with respect to the ownership or operation of the manufactured home within UTILITY'S TERRITORY, or of the CITY facilities. The terms of this Agreement are solely to give legal effect to the agreement between the parties hereto and do not constitute on the part of any party hereto any expression as to the merits of any rights or litigation position now or hereafter taken by the CITY, UTILITY, residents or homeowners' association of Pine Lake Mobile Home Estates, Inc., the CITY, or any other party, in regard to any pending or future litigation. In particular, it is not the intent of CITY to, by this Agreement or actions taken in respect to this Agreement, interfere with the contractual rights or economic interests as may exist between the residents or homeowners' association of Pine Lake Mobile Home Estates, Inc. and UTILITY, or any other person or entity.

SECTION 20. NOTICES. Any notice required or allowed to be delivered; hereunder shall be in writing and be deemed to be delivered when either: (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

SECTION 21. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between UTILITY and CITY:

21.1. Wastewater Service to Other Property of UTILITY. For that portion of UTILITY'S TERRITORY zoned for commercial use and any additional

residential lots hereafter created within UTILITY'S TERRITORY, CITY shall provide wastewater service to such property when developed, under the terms and conditions of this Agreement, if wastewater service capacity is available when such service is requested.

21.2. Charges to Customers.

(1) CITY agrees to charge separately the various owners and occupants from time to time of units within UTILITY'S TERRITORY for the monthly service charges and sewer service deposits applicable to each such unit. It shall be the responsibility of the Customer to pay such monthly service charges and sewer service deposits in timely fashion.

(2) In the event any UTILITY or occupant of any unit within UTILITY'S TERRITORY ("Customers") fails to pay any monthly service charges, any monthly installment of the wastewater capital charge or any other charges billed by CITY, CITY shall take those steps necessary to effectuate discontinuance of service to the defaulting or non-paying Customers. CITY shall have the responsibility to prosecute non-paying Customers for any default or non-payment of wastewater bills.

21.3. Maintenance of Facilities and Easement Areas. Upon connection of UTILITY'S TERRITORY to the CITY wastewater system, CITY shall be responsible for all maintenance and upkeep of wastewater facilities. CITY is not otherwise responsible for the maintenance and upkeep of the portions of any easement areas (described in section 3) that are not wastewater facilities.

21.4 FPSC Approval of Transfer. In recognition of the requirements of 367.071(1), Fla. Stat. (2002), and the authority of the FPSC, CITY and UTILITY agree that the transfer of the wastewater services and facilities from UTILITY to CITY is contingent upon FPSC approval. CITY agrees to cooperate with and assist UTILITY with the application for transfer of wastewater service that it will file with the FPSC.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

Signed, sealed and delivered in the presence of:

Camela Rindner
Name: Camela Rindner
Tamara D. Neal
Name: Tamara D. Neal

CITY:

THE CITY OF WEST MELBOURNE, a Florida Municipality

By: Mark K. Ryan
Printed Name: Mark K. Ryan
Its: City Manager

Attest: Denise Gandy

City Seal



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Signed, sealed and delivered
in the presence of:

UTILITY:

PINE LAKE MOBILE HOME ESTATES,
INC., a Florida Corporation

Camela Lindner
Name: Camela Lindner

By: Mary M. Darrell
Printed Name: MARY M. DARRELL
Its: POA

Thelma F. Gruesed
Name: Thelma F. Gruesed



CFN 2003314237

OR Book/Page: 5079 / 2506

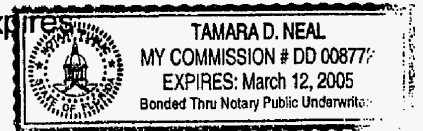
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this day of 3rd
October, 2003 by Mark K. Ryan, the City Manager of the City of
West Melbourne, on behalf of the City. He/she is personally known to me or has
produced _____ as identification.

Tamara D. Neal

Notary Public

My Commission Expires _____



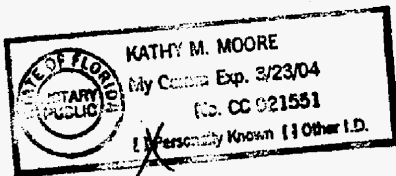
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this day of 3rd of
October, 2003 by Mary M. Darrell, the Power of Attorney of Pine Lake
Mobile Home Estates, Inc., a Florida Corporation, on behalf of the corporation.
She is personally known to me or has produced _____ as
identification.

Kathy M. Moore

Notary Public

My Commission Expires: 3/23/04





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Exhibit "A"

The following described lands located in portions of Section Township 28 South, Range 37 East, Brevard County, Florida:

From the West one-quarter or Section 18, Township 28 South, Range 37 East, Brevard County, Florida, run N 89 57' 12" E a distance of 1,359.7 feet to the Point of Beginning of the herein described parcel; thence continue N 89 57' 12" E a distance of 2,719.4 feet; thence run S 0 40' 54" W a distance of 1,227.73 feet; thence run S 89 51' 29" W a distance of 1,340.84 feet; thence run S 0 08' 31" E a distance of 90.0 feet; thence run S 89 51' 29" W a distance of 1,299.81 feet; thence run N 54 47' 11" W a distance of 80.58 feet; thence run N 0 03' 56" E a distance of 1,275.52 feet to the Point of Beginning. Containing 79.37 acres, more or less.

LESS AND EXCEPT the following described property:

From the West one-quarter corner of Section 18, Township 28 South, Range 37 East, Brevard County, Florida, run N 89 degrees 57 minutes 12 seconds E along the quarter section line a distance of 4079.10 feet; thence S 0 degrees 40 minutes 54 seconds W a distance of 81.00 feet to the Point of Beginning of the herein described parcel; thence continue S 0 degrees 40 minutes 54 seconds W a distance of 1146.73 feet; thence S 89 degrees 51 minutes 29 seconds W a distance of 998.05 feet; thence run N 1 degree 07 minutes 37 seconds W a distance of 260.67 feet; thence run N 84 degrees 51 minutes 41 seconds E a distance of 50.03 feet; thence run N 0 degrees 42 minutes 47 seconds W a distance of 675.30 feet; thence N 89 degrees 17 minutes 13 seconds E a distance of 231.90 feet; thence run N 0 degrees 17 minutes 17 seconds W a distance of 205.29 feet; thence N 89 degrees 57 minutes 12 seconds E a distance of 744.61 feet to the Point of Beginning. Containing 24.59 acres, more or less.



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BSE Consultants Inc
312 S Harbor City Blvd #4
Melb FL 32901

Prepared by: Muriel Mosier

BSE Consultants
312 S Harbor City Blvd
Melb Fl. 32901

Parcel Identification

1:

* (s)

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 2 Serv: 0.00
Trust: 1.00 Rec: 5.00 Excise: 0.00
Mort: 0.00 Int Tax: 0.00
Mtg: 0.00

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Know All Men By These Presents

I, Muriel M. Mosier

have made, constituted and appointed, and by these presents do make, constitute and appoint

Mary M. Darrell

Daughter

as true and

(relationship, if any)

lawful attorney for me and in my name, place and stead, notwithstanding a later disability or incapacity to perform all acts, and have all powers outlined in Florida Statutes 709.08. This Durable Power of Attorney shall not be affected by disability of the principal except as provided by statute.

Giving and granting unto Mary M. Darrell, said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by virtue hereof.

In Witness Whereof, I have hereunto set 26 hand and seal this 26th day of September 2003

Signed, sealed and delivered in the presence of:

Stephan Wentz
Witness Signature

Stephan Wentz
Printed Name

Lewis Osborn
Witness Signature

LEWIS OSTORN
Printed Name

Muriel M Mosier
Signature

MURIEL M MOSIER
Printed Name

2505 EBER BLVD
Post Office Address

MELBOURNE FLA 32904

STATE OF Florida
COUNTY OF Brevard

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that executed the same, and an oath was not taken. (Check one:) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification: personally known

Witness my hand and official seal in the County and State last aforesaid this 23 day of September 2003

BDW
Notary Signature

BRIAN D. WENTZ
Printed Name

