

FLORIDA UTILITY SERVICES 1, LLC  
3336 GRAND BLVD. SUITE 102  
HOLIDAY, FL. 34690  
863-904-5574

January 30, 2017

Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL. 32399

RECEIVED-FPSC  
2017 FEB -1 AM 9:54  
COMMISSION  
CLERK

RE: Docket # 160193-WU

Dear Commission Clerk:

Enclosed Please find company response to staff deficiency letter for the above docket file.

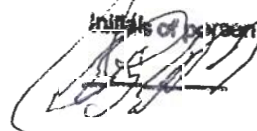
On behalf of the utility,



Mike Smallridge

Check received with this check is forwarded  
to Fiscal for deposit. Fiscal to forward  
deposit information to Records.

Initials of person who forwarded check:



**COMPANY RESPONSE TO STAFF LETTER OF DECEMBER 28, 2017.**

1. Filing Fee. Rule 25-30.037(2)(a), Florida Administrative Code (F.A.C.), requires that the applicant remit a filing fee pursuant to Rule 25-30.020(2)(c), F.A.C.

COMPANY RESPONSE- Enclosed please find check #1033 in the amount of \$750 for the filing fee.

2. Notice of Application.

COMPANY RESPONSE- Please see enclosed copy for staff approval.

3. Seller Information. Rule 25-30.037(2)(c), F.A.C., requires that the applicant provide specified information relating to the seller, including the certificated name. The name provided on the application is the fictitious name of the utility. Please provide the complete certificated name of the Seller.

COMPANY RESPONSE- Tevalo, Inc. d/b/a/ McLeod Gardens Water Company.

4. Buyer Information. Rule 25-30.037(2)(d), F.A.C., requires that the applicant provide specified information relating to the buyer, including the Federal Employer Identification Number (FEIN), and if available, its fax number.

COMPANY RESPONSE- Company fax # is 727-940-2907. Company FEIN # is 81-3646710.

5. Florida Department of State, Division of Corporations Documentation. Rule 2530.037(2)(f)l. and 2., F.A.C., requires that the applicant provide the nature of the buyer's business organization and documentation from the Florida Department of State, Division of Corporations.

COMPANY RESPONSE- SEE ENCLOSED.

6. Contract for Sale. Rule 25-30.037(2)(i), F.A.C., requires a copy of the contract for sale and all auxiliary or supplemental agreements.

COMPANY RESPONSE- See enclosed.

7. Assets and Liabilities. Rule 25-30.037(2)(j)3., F.A.C., requires a list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

COMPANY RESPONSE- See enclosed

8. Consideration. Rule 25-30.037(2)(j)4., F.A.C., requires a description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations. Please provide a description of any consideration specific to the Utility.

COMPANY RESPONSE- Other than the purchase price, there is no other consideration.

9. Customer Deposits. Rule 25-30.037(2)(j)5., F.A.C., requires provisions for the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases. Please provide provisions for the disposition of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the Utility, and leases.

COMPANY RESPONSE- There are no customer deposits transferred. There are no guaranteed revenue contracts, developer agreements, customer advances, debt of the utility or leases.

10. Public Interest Statement. Rule 25-30.037(2)(k), F.A.C., requires the applicant provide a statement explaining why the transfer is in the public interest.

COMPANY RESPONSE- The transfer is in the public interest because the buyer is able to provide the needed capital to effect the repairs and replacements necessary and provide proper management services to the utilities customers.

11. Detailed Financial Statement. Rule 25-30.037(2)(l), F.A.C., requires a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statement shall be for the preceding calendar or fiscal year.

COMPANY RESPONSE- See enclosed financial statements.

12. Technical Ability. Rule 25-30.037(2)(m)l. and 2., F.A.C., requires that the applicant provide an explanation of the buyer's experience in the water or wastewater industry, and the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

COMPANY RESPONSE- the Buyer was appointed to the Citrus County Water and Wastewater Authority, the local regulatory body for Citrus County, where he served for seven years. The Buyer also served as the "Class C" representative for the Governors Study Committee for Investor Owned Water and Wastewater Utility Systems in 2013. He attends yearly training classes through the Florida Rural Water Association and completed the National Association of Regulatory Utility Commissioners (NARUC) Utility Rate School in 2001. The Buyer owns, is the receiver of, or is the manager of, a total of seven Class C water and wastewater facilities that are regulated by the Commission. Buyer has hired a new and better operator and will be using current Florida Utility Services personal for billing and customer service.

13. Legal Description. Rule 25-30.037(2)(n), F.A.C., requires that the applicant provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C. Since the buyer has not requested to add or delete service territory, the territory description should match the one approved by the Commission in Order No. PSC-012317-PAA-WU, issued on November 27, 2001, in Docket No. 001381-WU, In re: Application for certificate to operate water utility in Polk County by Tevalo, Inc. d/b/a McLeod Gardens Water Company.

COMPANY RESPONSE- Yes.

14. Proposed Net Book Value. Rule 25-30.037(2)(o), F.A.C., requires the proposed net book value of the system as of the date of the proposed transfer. Please provide a proposed net book value of the system.

COMPANY RESPONSE- The proposed net book value is \$ 20,300.00

15. Federal Income Tax Returns. Rule 25-30.037(2)(p), F.A.C., requires a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later.

COMPANY RESPONSE- Buyer has obtained copies of the sellers Federal Income Tax since the last rate case.

16. Condition of the System/Compliance with DEP.Rule 25-30.037(2)(q), F.A.C., requires a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental authority that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

COMPANY RESPONSE- that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection. The utility has no outstanding Notices of Violation of any standard set by the DEP or any outstanding consent orders with the DEP.

17. Permits. Rule 25-30.037(2)(r), F.A.C., requires that the applicant provide: (1) a copy of the utility's current permits from the DEP and the water management district; (2) a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report; (3) a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same for the past five years ;and (4) a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

COMPANY RESPONSE-

1. See enclosed copy of WMD Permit.
2. See enclosed water reports.
3. Buyer is unaware of any Utility consent orders or warning letters.
4. Buyer is unaware of any customer complaints regarding secondary water quality standards.

18. Access to Treatment Facility Land. Rule 25-30.037(2)(s), F.A.C., requires that the applicant provide documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located.

COMPANY RESPONSE- See enclosed copy of deed.

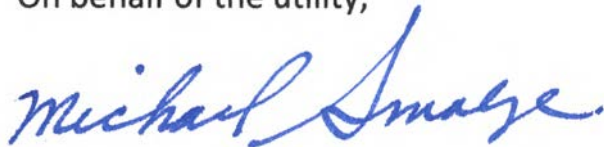
19. Regulatory Assessment Fees and Annual Report. Rule 25-30.037(2)(t), F.A.C., requires a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees (RAFs) and filing the annual report for the year of the transfer and subsequent years.

COMPANY RESPONSE- McLeod Gardens Utilities, LLC will file the 2016 Annual report and pay the 2016 RAF. The buyer is unaware of any fee, fines or refunds.

20. Economies of Scale. Rule 25-30.037(2) (v), F.A.C., requires the buyer to provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities if the buyer owns other water and wastewater utilities that are regulated by the Commission. Please provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers.

COMPANY RESPONSE- Due to the loss of the Bimini Bay and Four Points Utility systems, we will not be able to gain any notable economies of scale in the near future.

On behalf of the utility,



Mike Smalridge



**NOTICE OF APPLICATION FOR STAFF APPROVAL**

**NOTICE OF APPLICATION FOR A TRANSFER OF WATER AND  
WASTEWATER CERTIFICATES**  
(Section 367.071, Florida Statutes)

**LEGAL NOTICE**

Notice is hereby given on February 1, 2017, pursuant to Section 367.071, Florida Statutes, of the application for a transfer of Water Certificate No.619-W held by McLeod Gardens Water Company from McLeod Gardens Water Company to McLeod Gardens Utilities, LLC providing service to the following described territory in Polk County, Florida.

**DESCRIPTION OF TERRITORY SERVED**

**IN SECTION 13, TOWNSHIP 29 SOUTH, RANGE 25 EAST:**

THE SOUTH 891 FEET OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 13, LESS THE SOUTH 40 FEET THEREOF FOR BOMBER ROAD.

**IN SECTION 18, TOWNSHIP 29 SOUTH, RANGE 26 EAST:**

THE NW 1/4 OF THE SW 1/4 OF SAID SECTION 18, LESS THE SOUTH 40 FEET THEREOF FOR BOMBER ROAD.

The Common Name of the development is McLeod Gardens.

The Application Docket number is 160193-WU.

McLeod Gardens Utilities, LLC is not requesting any changes to its rates, classifications, rules and regulations in this application, however, new administrative charges have been requested. Any objection to the said application must be made in writing and filed with Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, FL. 32399-0850, within thirty (30) days from the date of this notice.

McLeod Gardens Utilities, LLC  
3336 Grand Blvd.  
Suite 102  
Holiday, FL. 34690

## # 4 Buyer Info



## Detail by Entity Name

### Florida Limited Liability Company

MCLEOD GARDENS UTILITIES, LLC

### Filing Information

Document Number	L16000156191
FEI/EIN Number	NONE
Date Filed	08/19/2016
Effective Date	09/01/2016
State	FL
Status	ACTIVE

### Principal Address

3336 GRAND BLVD  
102  
HOLIDAY, FL 34690

### Mailing Address

3336 GRAND BLVD  
102  
HOLIDAY, FL 34690

### Registered Agent Name & Address

SMALLRIDGE, MICHAEL  
3336 GRAND BLVD  
102  
HOLIDAY, FL 34690

### Authorized Person(s) Detail

NONE

### Annual Reports

No Annual Reports Filed

### Document Images

08/19/2016 -- Florida Limited Liability

[View image in PDF format](#)

Date of this notice: 08-24-2016

Employer Identification Number:  
81-3646710

Form: SS-4

Number of this notice: CP 575 G

MCLEOD GARDENS UTILITIES LLC  
MICHAEL ANDREW SMALLRIDGE SOLE MBR  
3336 GRAND BLVD  
HOLIDAY, FL 34690

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-3646710. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is MCLE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

August 30, 2016

MICHAEL SMALLRIDGE  
3336 GRAND BLVD  
102  
HOLIDAY, FL 34690

Re: Document Number L16000156191

The Articles of Amendment to the Articles of Organization for MCLEOD GARDENS UTILITIES, LLC, a Florida limited liability company, were filed on August 29, 2016.

Should you have any questions regarding this matter, please telephone (850) 245-6051, the Registration Section.

Jenna D Harris  
Regulatory Specialist II  
Division of Corporations

Letter Number: 016A00018426

**PURCHASE AGREEMENT.**

## AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS ("Agreement") is entered into by and between **Florida Utility Services 1, LLC**, whose mailing address is 3336 Grand Blvd Suite #102, Holiday, Florida 34690 ("Buyer") and **Tevalo, Inc., a Florida corporation, d/b/a McLeod Gardens Water Company**, whose mailing address is P.O. Box 2898 Winter Haven, FL. 33883-2898 ("Seller") (collectively "the Parties").

Seller agrees to sell, and Buyer agrees to buy the assets used in connection with the operation of that certain utility system (the "Purchased Assets") commonly known as McLeod Gardens Water Company, more particularly described below, pursuant to the following terms and conditions:

1. **Utility System.** The utility system, which Seller operates under the name McLeod Gardens Water Company, provides domestic potable water to residential and general service customers in Polk County, Florida pursuant to Florida Public Service Commission ("FPSC") Water Certificate No. 619-W (the "Certificate of Authorization") (the "Utility System").

2. **Purchased Assets.** This is a purchase of assets only. The "Purchased Assets" shall mean (a) all of Seller's rights, title, and interest in and to all assets, business properties, and rights, both tangible and intangible, constituting the Utility System, except for the Excluded Assets, described below; (b) the real property and interests in real property owned and held by Seller, in fee simple, as identified in Exhibit "A" to this Agreement ("Real Property"); (c) an assignment of all rights described in any recorded restrictions, including the right to charge, collect and lien against any lot for nonpayment, if any; (d) all easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System, if any; (e) all water distribution facilities, water treatment facilities, wells, of every kind and description whatsoever that constitute part of the Utility System, including but not limited to generators, pumps, plants, tanks, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility System, wherever they may be stored, together with all additions or replacements thereto; (f) all certificates, permits, license rights, consents, grants, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Utility System and its plants and systems for the procuring, storage and distribution of potable water, every right of every character whatever in connection therewith, subject to the obligations thereof (collectively, the "Certificates"), to the extent they can be assigned; (g) all water rights, flowage rights and all renewals, extensions, additions or modifications of any of the foregoing; together with all rights granted to Seller under the foregoing Certificates, to the extent they can be assigned; (h) all items of inventory owned by Seller, for use in connection with the maintenance and operation of



the Utility System, which inventory may be used by Seller in the ordinary course of business prior to Closing but which shall not be unreasonably depleted prior to the Closing date, including without limitation, all meters, chemicals, and other materials and supplies used by Seller; (i) all supplier lists, customer records, receipts for payment of connection charges, prints, blueprints, plans, engineering reports, specifications, shop drawings, equipment manuals, maps, and other information in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form; (j) all sets of drawings, showing all facilities of the Utility System, including all original tracings, maps, or other reproducible materials in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form; and (k) Developer Agreements, if any. Seller shall prepare and deliver to Buyer a list of personal property to be conveyed at closing, 5 days prior to closing, for Buyer's review and approval.

3. **Deposits/Accounts Receivable.** Prior to closing Seller shall refund all customer deposits to its customers. After the Closing Date, the Buyer shall make reasonable efforts in the ordinary course of business and consistent with the Seller's past practices to collect the Accounts Receivable due Seller as of the Closing Date and remit the amounts collected to Seller within 10 days after collecting same. Seller shall pay the operating expenses of the Utility System prior to the Closing Date.

4. **Excluded Assets.** The following "Excluded Assets" are excluded from the Purchased Assets: (a) escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities; (b) seller shall be responsible for paying any such taxes and other obligations, to the extent that they are due from the operation of the Utility System prior to the Closing Date; and (c) all, computers, software, office equipment, and intellectual property owned or licensed by Seller and used by Seller in connection with the operation of the Utility System.

5. **Name of New Entity.** Buyer shall utilize, and may acquire title in the names "McLeod Gardens Utilities, LLC" and no infringement shall be claimed by Seller.

6. **Assumption of Obligations.** Buyer shall assume all obligations and liabilities arising from the operation of the Utility System after the day of Closing, under the Certificates or under contracts or commitments expressly assumed by Buyer. Seller warrants that there are no known contracts to be assumed by Buyer. Buyer does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of Seller of any kind whatsoever imposed or required by any third party (including any federal, state, or local authority), whether known or unknown, whether contingent, liquidated or un-liquidated, and whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, arising from the operation of the Utility System prior to the Closing Date. Without limiting the foregoing, Buyer shall not be liable for any liabilities to the extent that they are based upon or arise out of any violation of law, breach of permit obligation, breach of contract, tort, or other act or omission of Seller occurring prior to the Closing Date, arising from

the operation of the Utility System. Seller shall remain liable for and shall pay, perform or discharge all of Seller's liabilities and obligations, other than liabilities and obligations assumed by Buyer.

7. **Purchase Price.** On the Closing Date, Buyer shall pay to Seller, subject to the additions, adjustments and pro-rations referenced in this Agreement the purchase price of \$20,300.00 ("Purchase Price"), in cash or other immediately available funds, subject to prorations and credits as set forth in this Agreement.

8. **Warranties.** Seller represents and warrants to Buyer that to the best of Seller's knowledge, the execution and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to Seller, the Articles of Incorporation or By-Laws of Seller, nor any indenture, agreement, or other instrument to which Seller is a party, or by which it is bound. Seller has exclusive possession and marketable title to all Real Property. The Purchased Assets are not subject to any mortgage, pledge, lien, charge, security interest, or encumbrance and Seller shall, at closing deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever. To the best of Seller's knowledge, Seller warrants there are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller or the Utility System before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Utility System or any of the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. To the best of Seller's knowledge, Seller is not in material default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility System or any of the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the operation of the Utility System.

9. **Environmental Law Compliance.** Seller warrants that the Utility System is in material compliance with all applicable Environmental Laws, including any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Utility System.

10. **Title Insurance.** At least seven (7) days prior to the Closing, Buyer shall, through a title insurance agent of Buyer's choice (the "Title Agent"), cause a current title insurance commitment to be issued by a title insurance company authorized to conduct business in Florida (the "Title Insurer"), and delivered to Buyer and Seller. The cost of the title insurance commitment and title insurance policy shall be borne by Buyer. The title insurance commitment shall commit the Title Insurer to issue owner's title insurance policies to Buyer covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be insurable, subject only to Permitted Encumbrances, as defined below, and encumbrances acceptable to Buyer, in Buyer's sole discretion; provided, however, that the Title Insurer shall delete the standard exceptions customarily deleted for such items as material man's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of Buyer and the Title Agent the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the Title Agent to delete all standard exceptions addressed by such affidavits.

11. **Title Defects.** Buyer shall notify Seller in writing prior to closing of any material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances. Seller shall have thirty (30) days after receipt of Buyer's notice to eliminate the objections to title set forth in Buyer's notice. However, in no event shall Seller be required to bring suit or expend any sum to cure title defects, exclusive of mortgages against the Real Property that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to cure the title objections as herein provided, then Buyer may accept whatever title Seller is able to convey with no abatement of the Purchase Price; or reject title and terminate this Agreement, following which termination the Buyer and the Seller shall have no further liability hereunder. Buyer shall have the right, but not the obligation, to do such surveys on the Real Property as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer. Title Agent shall deliver, promptly after Closing, the title insurance policy issued on the binder. "Permitted Encumbrances" include present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

12. **Survey.** Buyer shall have the right, but not the obligation, to do such surveys on the Real Property as Buyer desires. Surveys procured by Buyer shall be at the sole cost and expense of Buyer.

13. **Conditions Precedent to Closing.** This contract is contingent upon The Florida Public Service Commission (FPSC) agreeing to the transfer of the Certificate of Authorization for McLeod Gardens Water Company to Buyer. Buyer agrees apply for and to diligently pursue FPSC's approval for the transfer, at its expense. The sale, assignment and transfer of the Utility System's Certificate of Authorization and the Purchased Assets is contingent upon FPSC approval.

14. **Documents to be provided by Seller.** Within five (5) days of the effective date of this Agreement, Seller shall provide Buyer all plans and specifications showing the Utility System, together with a map showing the Utility System and appurtenances as now constructed; any contracts or leases; all documents identifying equipment, tools, parts and all other personal property owned or used by Seller in connection with the operation of the Utility System; a schedule and copies of documents reflecting the rates, fees and charges currently being collected by Seller; copies of all permits, applications, or other documents, together with effective dates and expiration dates (if any), issued to Seller by all applicable governmental authorities including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the Southwest Florida Water Management District; a list of all customers, customer deposits and accounts receivable by name and account number, setting forth the amount of each individual deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable; all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Utility System, in addition to a copy of all warranties relating to the Purchased Assets; any and all effective insurance policies with respect to the Purchased Assets and Utility System; all deed and other evidence of ownership or rights to the Real Property identified in Exhibit "A"; all surveys of the Real Property, if any; all easements, licenses, prescriptive rights and rights-of-way identified in Exhibit "A"; and all environmental permits and applications (the "Due Diligence Documents").

15. **Due Diligence Period.** Buyer, its agents, representatives and consultants, shall have the right to go upon the Real Property for the purposes of inspecting the same, including without limitation, for the purposes of conducting soil tests, soil borings and groundwater tests, performing surveys, environmental audits and inspections, performing physical facility inspections, and for such other purposes as shall be appropriate, in the judgment of Buyer in order for Buyer to determine whether, in Buyer's judgment, the Real Property and the Purchased Assets are suitable for Buyer's intended use as a water company ("**Intended Use**"). Buyer shall have the right to make such other investigations with respect to the Real Property and Purchased Assets, including, without limitation, investigations relating to zoning, land use, development agreements, availability of utilities and the like, and inspection of the books and records, as Buyer may deem to be appropriate in making the determination of whether or not the Real Property and the Purchased Assets are suitable for Buyer's Intended Use. Buyer shall indemnify, defend, and hold Seller harmless from any and all liabilities, claims and damages arising out of the rights granted to Buyer in this Section 15, which covenant shall survive Closing or the earlier termination of this Agreement. Buyer shall restore the Real Property to as close (as it is reasonably able) to the condition as the Real Property was in immediately prior to Buyer conducting the tests set forth above, which obligation shall survive termination of this Agreement. The foregoing inspection rights shall be subject to: (A) advance notice to Seller; and (B) Seller's right to have a representative present during the inspections; and (C) take all actions and implement all protections necessary to ensure that all actions taken in connection with the Inspections, and the equipment, materials and substances generated, used or brought onto the Real Property and/or existing improvements pose no threat to the safety or health of persons or the environment, and cause no damage to the

Property or other property of Seller or other persons.. Buyer shall and does hereby indemnify Seller and hold Seller harmless and defend Seller from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and disbursements at all trial and appellate levels), suffered or incurred by Seller and arising out of or in connection with (i) Buyer's and/or Buyer's Agents' entry upon the Real Property and/or existing improvements; (ii) any inspection or other due diligence activities conducted with respect to the Real Property by Buyer or Buyer's Agents; and/or (iii) any liens or encumbrances filed or recorded against the Real Property, or any portion thereof, as a consequence of the inspections or any and all other activities undertaken by Buyer or Buyer's Agents. The foregoing rights of Buyer to inspect the Property shall extend for fifteen (15) days after the Effective Date ("**Due Diligence Period**"). Buyer agrees to keep the Real Property free of any lien or encumbrance created or caused directly or proximately by Buyer or Buyer Agents, including, without limitation, liens for services, labor or materials furnished in connection with the inspections, and to cause any such liens or encumbrances to be removed within ten (10) days after notice of recordation of such lien or encumbrance. On or before the end of the Due Diligence Period, Buyer may terminate this Agreement in writing, and neither party shall have any further liability under the Agreement except for the indemnity described in this Section 15. Upon the expiration of the Due Diligence Period, Buyer shall deposit with Peterson & Myers, P. A., as escrow agent the sum of \$1,000.00 as a Deposit. The Deposit shall be applied against the Purchase Price at Closing or paid to Seller upon Buyer's default, or returned to Buyer as provided herein The Deposit shall be non-refundable to Buyer after the expiration of the Due Diligence Period, subject to Seller's ability to perform under this Agreement, including Seller's ability to cure Title Defects as set forth in Section 11 hereof.

16. **ACCEPTANCE "AS IS-WHERE IS, WITH ALL FAULTS"**. Buyer hereby agrees that the Due Diligence Period gives the Buyer sufficient opportunity to thoroughly investigate the Purchased Assets and determine whether the Purchased Assets are satisfactory. Buyer has not relied and will not rely on any representation of Seller other than as expressly set forth in this Agreement. Buyer hereby agrees and acknowledges that all materials, data and information delivered by Seller to Buyer in connection with the transaction contemplated hereunder is as a convenience only and that any reliance on or use of such materials, data, or information by Buyer shall be at the sole risk of the Buyer. Buyer further acknowledges and agrees that Seller has made no representations, is not willing to make any representations, nor held out any inducements to Buyer other than those expressly set forth in this Agreement; and Seller is not and shall not be liable or bound in any manner by any express or implied warranties, guaranties, statements, representations or information pertaining to the Purchased Assets, except as may be specifically set forth in this Agreement. In no event shall Seller have any obligation to make or effectuate any repairs or improvements to the Property, or to obtain any zoning variances, governmental regulation modifications, platting or other governmental approvals relating to the Real Property; provided however, that Seller represents that the Real Property is properly and duly zoned for its current use. Except for the Seller's representations and warranties expressly set forth herein, Buyer acknowledges and agrees that upon Closing Seller shall sell and Buyer shall accept the Purchased Assets in their existing condition "**AS IS-WHERE IS, WITH ALL**

**FAULTS". Buyer specifically acknowledges that the Buyer has been informed that the hydropneumatic water tank used in the operation of the Utility System has recently been inspected by Southeast Technical and Design Services, LLC and that the inspection recommended that the water tank needs to be rehabilitated by, among other things, recoating the interior of the tank, and that Buyer has agreed to assume the obligation and expense for such rehabilitation.**

16. **Obligations of Seller.** The risk of any loss of the Purchased Assets shall remain with Seller until closing. Seller shall not enter into any new contracts or obligations without Buyer's written consent, except in the ordinary course of operating the Utility System.

17. **Closing.** This transaction shall be closed on or before September 1, 2016, unless extended by both parties, at the office of Peterson & Myers, P.A. or at any other time and place agreed to by the parties. At Closing (a) Buyer shall pay the Purchase Price; (b) the parties shall execute such documents as are necessary to meet the conditions described herein; (c) title to the Real Property shall be conveyed to Buyer by Warranty Deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Buyer by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than Permitted Encumbrances; (d) Seller shall assign its right, title and interest in those easements, licenses, etc. identified in Exhibit "A."

18. **Closing Costs:** (a) recording fees to record the deeds and any other instruments necessary to deliver title to the Buyer shall be paid by the Buyer including all real property transfer and transaction taxes and levies relating to the purchase or sale of the Real Property including, without limitation, the documentary stamps which shall be affixed to Seller's warranty deed; (b) each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants incurred in connection with the negotiation and execution of this Agreement; (c) Seller shall be responsible for all costs for services, materials and supplies rendered in connection with the operation of the Utility System prior to and including the day of Closing including, but not limited to, electricity, purchased water or telephone service and other such services, materials and supplies ("Accounts Payable"). Buyer shall be responsible for all such costs and expenses incurred subsequent to Closing. (

19. **Prorating of Taxes and Assessments.** All real property ad valorem taxes and general assessments applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, said proration to be based upon the most recently available tax or general assessment rate and valuation with respect to the Property; provided, however, that upon the issuance of the actual tax or general assessment statement or bill for the year of the Closing, Purchaser and Seller shall promptly make such prorations as may be necessary to ensure that the actual amount of such taxes and general assessments for the year of Closing shall be prorated between Purchaser and Seller as of the Closing Date, said agreement to survive Closing hereunder. All special assessments which have been levied or certified prior to Closing shall be paid in full by Seller.

20. **Post-Closing Cooperation.** After Closing, Seller and Buyer shall upon reasonable request of the other execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to implement and perform any of the obligations, covenants and agreements of the parties. The terms of this Agreement shall survive closing.

21. **Miscellaneous Provisions.** This Agreement constitutes the entire agreement between the parties. In the event that any action or proceeding is commenced by any party hereto for the purpose of enforcing any provision of this Agreement, the parties to such action, proceeding, or appeal of any award, judgment, decision or resolution shall be entitled to receive as part of any award, judgment, decision or other resolution of such action, proceeding, or appeal, their costs and reasonable attorneys' fees as determined by the person or body making such award, judgment, decision or resolution. This Agreement may be modified only in writing. This Agreement shall be governed by the laws of the State of Florida with venue shall be in Polk County, Florida. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party, except that Buyer shall create a new LLC and Buyer may assign all of its rights to the new entity without any further consent by Seller. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument notwithstanding that all parties are not signatories to each counterpart. Additionally, the parties agree that a facsimile signature to this Agreement will be recognized and accepted as an original signature. Buyer and Seller each hereby represents and warrants to the other that neither Buyer nor Seller has engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Purchased Assets contemplated hereby. Buyer and Seller hereby indemnifies the other and agrees to hold the other free and harmless from and against any and all liability, loss, cost, damage and expense, including, but not limited to, attorney's fees and costs of litigation, both prior to and on appeal, which the other shall ever suffer or incur because of any claim by any agent, broker or finder engaged by the indemnifying party, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Purchased Assets contemplated hereby. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., facsimile) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed to the addresses set forth in the first paragraph of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date

that either Buyer or Seller execute this Agreement.

22. **Radon.** Radon is naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

Buyer:

**Florida Utility Services 1, LLC**

*Michael Smoys*

*6-17-16*

Buyer

Date

Seller:

**Texalo, Inc., a Florida corporation, d/b/a McLeod Gardens Water Company**

*Laura V. Griffith*

*6-25-16*

Laura V. Griffith, President

Date

EXHIBIT A- REAL PROPERTY

## TBD- PENDING SURVEY AND NEW LEGAL DESCRIPTION.

Any and all other real property, including easements, whether platted or not, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, highways, canals, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Utility System.



**ASSETS AND LIABILITIES.**

UTILITY NAME: Tevalo, Inc. d/b/a McLeod Gardens Water Co.

YEAR OF REPORT  
DECEMBER 31, 2015

WATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
301	Organization_____	\$ _____	\$ _____	\$ _____	\$ _____
302	Franchises_____	_____	_____	_____	_____
303	Land and Land Rights_____	_____	_____	_____	_____
304	Structures and Improvements_____	_____	_____	_____	_____
305	Collecting and Impounding Reservoirs_____	_____	_____	_____	_____
306	Lake, River and Other Intakes_____	_____	_____	_____	_____
307	Wells and Springs_____	3,963	_____	_____	3,963
308	Infiltration Galleries and Tunnels_____	_____	_____	_____	_____
309	Supply Mains_____	_____	_____	_____	_____
310	Power Generation Equipment_____	15,183	_____	_____	15,183
311	Pumping Equipment_____	77,972	_____	_____	77,972
320	Water Treatment Equipment_____	19,092	_____	_____	19,092
330	Distribution Reservoirs and Standpipes_____	_____	_____	_____	_____
331	Transmission and Distribution Lines_____	_____	_____	_____	_____
333	Services_____	_____	_____	_____	_____
334	Meters and Meter Installations_____	15,303	_____	_____	15,303
335	Hydrants_____	_____	_____	_____	_____
336	Backflow Prevention Devices_____	_____	_____	_____	_____
339	Other Plant and Miscellaneous Equipment_____	3,933	_____	_____	3,933
340	Office Furniture and Equipment_____	_____	_____	_____	_____
341	Transportation Equipment_____	_____	_____	_____	_____
342	Stores Equipment_____	_____	_____	_____	_____
343	Tools, Shop and Garage Equipment_____	_____	_____	_____	_____
344	Laboratory Equipment_____	_____	_____	_____	_____
345	Power Operated Equipment_____	_____	_____	_____	_____
346	Communication Equipment_____	_____	_____	_____	_____
347	Miscellaneous Equipment_____	_____	_____	_____	_____
348	Other Tangible Plant_____	_____	_____	_____	_____
	Total Water Plant_____	\$ 135,446	\$ 0	\$ 0	\$ 135,446

UTILITY NAME: Tevalo, Inc. d/b/a McLeod Gardens Water Co.

YEAR OF REPORT  
DECEMBER 31, 2015

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f+g+h=i) (i)
304	Structures and Improvements		%	%	\$	\$	\$	\$
305	Collecting and Impounding Reservoirs		%	%				
306	Lake, River and Other Intakes		%	%				
307	Wells and Springs	27	%	%	2,462		147	2,609
308	Infiltration Galleries & Tunnels		%	%				
309	Supply Mains		%	%				
310	Power Generating Equipment		%	%	8,111		893	9,004
311	Pumping Equipment	17	%	%	68,147		1,597	69,744
320	Water Treatment Equipment	7	%	%	17,237		592	17,829
330	Distribution Reservoirs & Standpipes		%	%				
331	Trans. & Dist. Mains		%	%				
333	Services		%	%				
334	Meter & Meter Installations	17	%	%	9,932		900	10,832
335	Hydrants		%	%				
336	Backflow Prevention Devices		%	%				
339	Other Plant and Miscellaneous Equipment	20	%	%	3,041		197	3,238
340	Office Furniture and Equipment		%	%				
341	Transportation Equipment		%	%				
342	Stores Equipment		%	%				
343	Tools, Shop and Garage Equipment		%	%				
344	Laboratory Equipment		%	%				
345	Power Operated Equipment		%	%				
346	Communication Equipment		%	%				
347	Miscellaneous Equipment		%	%				
348	Other Tangible Plant		%	%				
	Totals				\$ 108,930	\$ 0	\$ 4,326	\$ 113,256 *

\* This amount should tie to Sheet F-5.

# FINANCIAL STATEMENTS

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Accrual Basis

**Florida Utility Services 1, LLC**  
**Transactions by Account**  
As of January 31, 2017

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
<b>11000 · Advance to Employee</b>								
Bill	07/07/2016	33990...	Lakeland Electric	Acct # 33990...		21000 · Accou...	204.34	204.34
Check	07/19/2016		Verizon Wireless	8637977185 ...		13200 · Checki...	114.04	318.38
Check	08/25/2016		Verizon Wireless	8637977185 ...		13200 · Checki...	114.04	432.42
Check	08/29/2016		Lakeland Electric	Electric Bill		13200 · Checki...	213.97	646.39
Bill	09/06/2016	33990...	Lakeland Electric	Acct # 33990...		21000 · Accou...	194.44	840.83
Bill	09/07/2016	34594...	Verizon Wireless	8637977185 ...		21000 · Accou...	114.04	954.87
Check	10/04/2016		Lakeland Electric	Acct # 33990...		13200 · Checki...	197.39	1,152.26
Bill	10/25/2016	34728...	Verizon Wireless	8637977185 ...		21000 · Accou...	113.98	1,266.24
Bill	11/04/2016	33990...	Lakeland Electric	Acct # 33990...		21000 · Accou...	128.41	1,394.65
Bill	11/07/2016	34862...	Verizon Wireless	8637977185 ...		21000 · Accou...	113.98	1,508.63
Bill	11/14/2016	11.14....	Jackie Love	Pay Advance		21000 · Accou...	200.00	1,708.63
Bill	12/06/2016	12.06....	Jackie Love			21000 · Accou...	200.00	1,908.63
Deposit	12/14/2016		LTX- LLC	Jackie Love A...		13200 · Checki...	-200.00	1,708.63
Total 11000 · Advance to Employee							1,708.63	1,708.63
<b>TOTAL</b>							<b>1,708.63</b>	<b>1,708.63</b>

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Accrual Basis

# Florida Utility Services 1, LLC

## Balance Sheet

As of December 31, 2015

	<u>Dec 31, 15</u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
21000 · Accounts Payable	2,770.57
<b>Total Accounts Payable</b>	2,770.57
<b>Other Current Liabilities</b>	
21100 · Michael Smallrige Loan	503.76
21150 · Iberia Line of Credit	3,426.31
23000 · Truck Loan - ALLY	8,010.22
24000 · Payroll Liabilities	95.57
<b>Total Other Current Liabilities</b>	12,035.86
<b>Total Current Liabilities</b>	14,806.43
<b>Total Liabilities</b>	14,806.43
<b>Equity</b>	
32000 · Members Equity	55,076.69
Net Income	98,436.99
<b>Total Equity</b>	153,513.68
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>168,320.11</b>

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Accrual Basis

Florida Utility Services 1, LLC  
**Balance Sheet**  
As of December 31, 2015

	<u>Dec 31, 15</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
13000 · Cash	
13200 · Checking - Iberia Bank	1,058.73
13300 · Iberia Bank - Savings	869.53
Total 13000 · Cash	<u>1,928.26</u>
Total Checking/Savings	1,928.26
Accounts Receivable	
14000 · Accounts Receivable	132,976.67
Total Accounts Receivable	<u>132,976.67</u>
Other Current Assets	
12000 · Undeposited Funds	1,119.53
13500 · Due To/ Due From	
13506 · Holiday Gardens Due To/Due From	7,350.12
13509 · Charlie Creek Due To/ Due From	-1,231.22
13510 · East Marion Due To / Due Fro	3,000.00
Total 13500 · Due To/ Due From	<u>9,118.90</u>
2110 · Employee Receivable	-80.62
Total Other Current Assets	<u>10,157.81</u>
Total Current Assets	145,062.74
<b>Fixed Assets</b>	
15100 · Equipment	5,668.54
15341 · Vehicles	26,505.20
17000 · Accumulated Depreciation	-10,501.37
Total Fixed Assets	<u>21,672.37</u>
<b>Other Assets</b>	
18000 · Rent Security Deposit	1,585.00
Total Other Assets	<u>1,585.00</u>
<b>TOTAL ASSETS</b>	<u><u>168,320.11</u></u>

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Accrual Basis

Florida Utility Services 1, LLC  
Profit & Loss  
August through December 2016

	<u>Aug - Dec 16</u>
Ordinary Income/Expense	
Income	
47000 · Revenue	
47100 · Revenue - Billing Services	32,863.65
47200 · Revenue - Utility Svcs - Field	75,303.08
47300 · Revenue - Non-Utility	73,448.87
47500 · Revenue - Accounting Svcs	30,348.24
	<hr/>
Total 47000 · Revenue	211,963.84
49900 · Uncategorized Income	1,537.22
	<hr/>
Total Income	213,501.06
	<hr/>
Gross Profit	213,501.06
Expense	
60000 · Advertising and Promotion	-0.01
60200 · Automobile Expense	14,020.38
60400 · Bank Service Charges	235.10
61000 · Business Licenses and Permits	125.00
62400 · Depreciation Expense	6,790.78
62500 · Dues and Subscriptions	35.00
62600 · Equipment Rental	372.81
63400 · Interest Expense	290.40
63600 · - Contractual Labor	334.91
64300 · Meals and Entertainment	847.12
64900 · Office Supplies	12,933.11
65500 · Insurance on Truck	1,993.91
66000 · Payroll Expenses	111,074.95
66200 · Employee Benefits	9,126.19
66500 · Postage and Delivery	6,911.69
66501 · Rent	8,000.00
67200 · Repairs and Maintenance	14,578.25
67300 · Supplies	582.34
68100 · Telephone & Internet Expense	5,191.51
68200 · Professional Fees	-58.75
68300 · Legal Fees	430.00
68400 · Travel Expense	685.62
68600 · Utilities	695.30
	<hr/>
Total Expense	195,195.61
	<hr/>
Net Ordinary Income	18,305.45
	<hr/>
Net Income	<u>18,305.45</u>



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Accrual Basis

Florida Utility Services 1, LLC  
**Balance Sheet**  
As of December 31, 2016

	<u>Dec 31, 16</u>
<b>Other Assets</b>	
18000 · Rent Security Deposit	1,585.00
<b>Total Other Assets</b>	<u>1,585.00</u>
<b>TOTAL ASSETS</b>	<u><u>248,489.61</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
21000 · Accounts Payable	6,398.53
<b>Total Accounts Payable</b>	<u>6,398.53</u>
<b>Other Current Liabilities</b>	
21100 · Michael Smallrige Loan	-4,370.95
21150 · Iberia Line of Credit	3,552.18
21350 · Iberia Bank Loan #5300492388	15,000.00
23000 · Truck Loan - ALLY	3,961.22
<b>24000 · Payroll Liabilities</b>	
24002 · Payroll Liabilities Aflac	210.42
24000 · Payroll Liabilities - Other	151.62
<b>Total 24000 · Payroll Liabilities</b>	<u>362.04</u>
<b>Total Other Current Liabilities</b>	<u>18,504.49</u>
<b>Total Current Liabilities</b>	<u>24,903.02</u>
<b>Total Liabilities</b>	24,903.02
<b>Equity</b>	
32000 · Members Equity	158,575.41
Net Income	65,011.18
<b>Total Equity</b>	<u>223,586.59</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>248,489.61</u></u>

**Florida Utility Services 1, LLC**  
**Balance Sheet**  
As of December 31, 2016

	Dec 31, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
13000 · Cash	
13200 · Checking - Iberia Bank	649.99
13300 · Iberia Bank - Savings	569.53
	1,219.52
<b>Total 13000 · Cash</b>	<b>1,219.52</b>
<b>Total Checking/Savings</b>	<b>1,219.52</b>
Accounts Receivable	
14000 · Accounts Receivable	199,160.48
	199,160.48
<b>Total Accounts Receivable</b>	<b>199,160.48</b>
<b>Other Current Assets</b>	
11000 · Advance to Employee	1,708.63
12100 · Inventory Asset	350.00
13500 · Due To/ Due From	
13506 · Holiday Gardens Due To/Due From	5,350.12
13508 · WLWW Due To / Due From	7,839.54
13509 · Charlie Creek Due To/ Due From	-322.54
13510 · East Marion Due To / Due Fro	7,231.37
13511 · LTX Due To / From	50.00
13512 · Orange Land Utilities, LLC	922.67
13513 · Mc Leod Gardens Utilities, LLC	6,073.00
13514 · College Manor Due To / Due From	325.00
	27,469.16
<b>Total 13500 · Due To/ Due From</b>	<b>27,469.16</b>
18500 · Deferred Costs Rate Case Expens	289.62
2110 · Employee Receivable	45.43
	29,862.84
<b>Total Other Current Assets</b>	<b>29,862.84</b>
<b>Total Current Assets</b>	<b>230,242.84</b>
<b>Fixed Assets</b>	
15000 · Furniture	395.38
15100 · Equipment	6,913.20
15341 · Vehicles	26,645.34
17000 · Accumulated Depreciation	-17,292.15
	16,661.77
<b>Total Fixed Assets</b>	<b>16,661.77</b>

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Accrual Basis

**Florida Utility Services 1, LLC**  
**Profit & Loss**  
January through December 2015

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	Jan - Dec 15
68100 · Telephone & Internet Expense	9,484.02
68300 · Legal Fees	141.64
68400 · Travel Expense	2,586.32
68600 · Utilities	2,101.89
69100 · Loss on Equipment Sale/Disposal	-4,899.35
<b>Total Expense</b>	<b>340,730.07</b>
<b>Net Ordinary Income</b>	<b>98,436.99</b>
<b>Net Income</b>	<b>98,436.99</b>

4:26 PM

01/30/17

Accrual Basis

**Florida Utility Services 1, LLC**  
**Profit & Loss**  
January through December 2015

	<u>Jan - Dec 15</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
47000 · Revenue	
47100 · Revenue - Billing Services	68,330.28
47200 · Revenue - Utility Svcs - Field	130,836.14
47300 · Revenue - Non-Utility	165,353.20
47500 · Revenue - Accounting Svcs	70,037.94
47900 · Revenue - Interest Income	1.54
47000 · Revenue - Other	2,306.46
	<hr/>
<b>Total 47000 · Revenue</b>	436,865.56
	<hr/>
<b>Total Income</b>	436,865.56
<b>Cost of Goods Sold</b>	
50000 · Cost of Goods Sold	
51100 · C/S UtilitySvc - Office	-2,301.50
	<hr/>
<b>Total 50000 · Cost of Goods Sold</b>	-2,301.50
	<hr/>
<b>Total COGS</b>	-2,301.50
	<hr/>
<b>Gross Profit</b>	439,167.06
<b>Expense</b>	
Loan from Old Fla Nat.	2,805.36
60100 · Accounting	979.21
60200 · Automobile Expense	21,308.22
60400 · Bank Service Charges	530.28
60501 · Bookkeeping	493.00
61000 · Business Licenses and Permits	1,092.59
61700 · Computer and Internet Expenses	85.00
62400 · Depreciation Expense	6,267.85
62500 · Dues and Subscriptions	1,158.57
62600 · Equipment Rental	3,974.63
63400 · Interest Expense	784.01
63600 · - Contractual Labor	3,393.00
64300 · Meals and Entertainment	2,920.92
64700 · Miscellaneous Expense	438.24
64900 · Office Supplies	20,228.53
65500 · Insurance on Truck	1,070.40
66000 · Payroll Expenses	186,339.43
66200 · Employee Benefits	29,730.80
66500 · Postage and Delivery	20,280.94
66501 · Rent	17,385.90
66600 · Printing and Reproduction	37.15
67200 · Repairs and Maintenance	8,571.30
67300 · Supplies	1,440.22

**COPY OF PERMIT AND WATER REPORTS**



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7662 (FL only)

**Sarasota Service Office**  
6750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

June 21, 2010

TEVALO, INC.  
P.O. BOX 2898  
WINTER HAVEN, FL 33883

Subject: Final Agency Action Transmittal Letter  
Small General Water Use Permit No: 20 007172.005

Dear TEVALO, INC.:

Your Water Use Permit has been approved. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

Your or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes, (F.S.), and Chapter 28-106, Florida Administrative Code, (F.A.C.), of the Uniform Rules of Procedure. A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action; (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C. Copies of Sections 28-106.201 and 28-106.301, F.A.C., are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S. to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a 'Noticing Packet' that provides information regarding District Rules, 40D-1.1010, F.A.C. which addresses the notification of persons having substantial interests that may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

Please be advised that the Governing Board has formulated a water shortage plan referenced in a Standard Water Use Permit Condition (Exhibit A) of your permit, and will implement such a plan during periods of water shortage. You will be notified during a declared water shortage of any change in the conditions of your Permit or any suspension of your Permit, or of any restriction on your use of water for the duration of any declared water shortage. Please further note that water conservation is a condition of your Permit and should be practiced at all times.

If you have any questions or concerns regarding your permit or any other information, please contact the Bartow Regulation Department and ask to speak to someone in the Water Use Regulation Section.

Sincerely,

Michael Phillippi  
Bartow Regulation Department

Enclosures: Approved Permit, Rules 28-106.201 and 28-106.301, F.A.C., and Noticing Packet

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
WATER USE  
SMALL GENERAL  
PERMIT NO. 20 007172.005**

**EXPIRATION DATE:** June 21, 2030

**PERMIT ISSUE DATE:** June 21, 2010

The Permittee is responsible for submitting an application to renew this permit no sooner than one year prior to the expiration date, and no later than the end of the last business day before the expiration date, whether or not the Permittee receives prior notification by mail. Failure to submit a renewal application prior to the expiration date and continuing to withdraw water after the expiration date is a violation of Chapter 373, Florida Statutes, and Chapter 40D-2, Florida Administrative Code, and may result in a monetary penalty and/or loss of the right to use the water. Issuance of a renewal of this permit is contingent upon District approval.

**TYPE OF APPLICATION:** Renewal

**GRANTED TO:** TEVALO, INC.  
P.O. BOX 2898  
WINTER HAVEN, FL 33883

**PROJECT NAME:** Mcleod Gardens

**WATER USE CAUTION AREA:** Southern Water Use Caution Area

**COUNTY:** Polk

**TOTAL QUANTITIES AUTHORIZED UNDER THIS PERMIT (in gpd)**

ANNUAL AVERAGE	28,400 gpd
PEAK MONTH <sup>1</sup>	56,800 gpd

1. Peak Month: Average daily use during the highest water use month.

3. Crop Protection/Maximum: Maximum use allowed any 24-hour period/Frost and Freeze protection of crops.

**WATER USE TABLE (in gallons per day)**

<u>USE</u>	<u>ANNUAL AVERAGE</u>	<u>PEAK MONTH</u>
PUBLIC SUPPLY	28,400	56,800

**USE TYPE**

Fire Fighting/Testing

Residential Single Family

**PUBLIC SUPPLY:**

Population Served: 208

Per Capita Rate: 130 gpd/person



**WITHDRAWAL POINT QUANTITY TABLE**

Water use from these withdrawal points are restricted to the quantities given below:

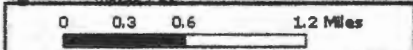
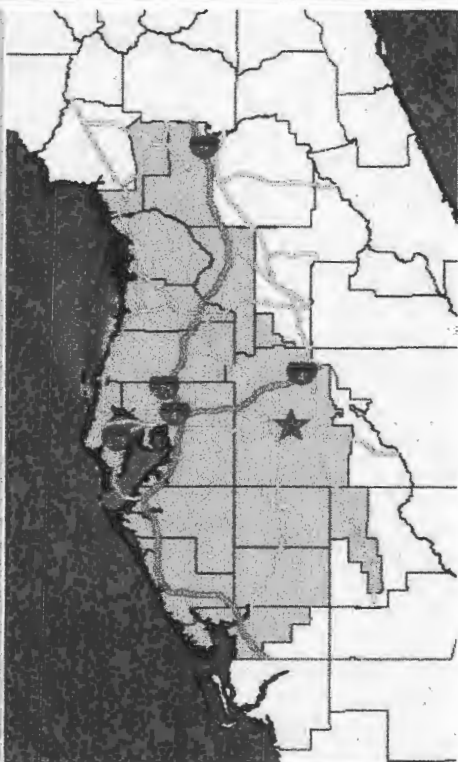
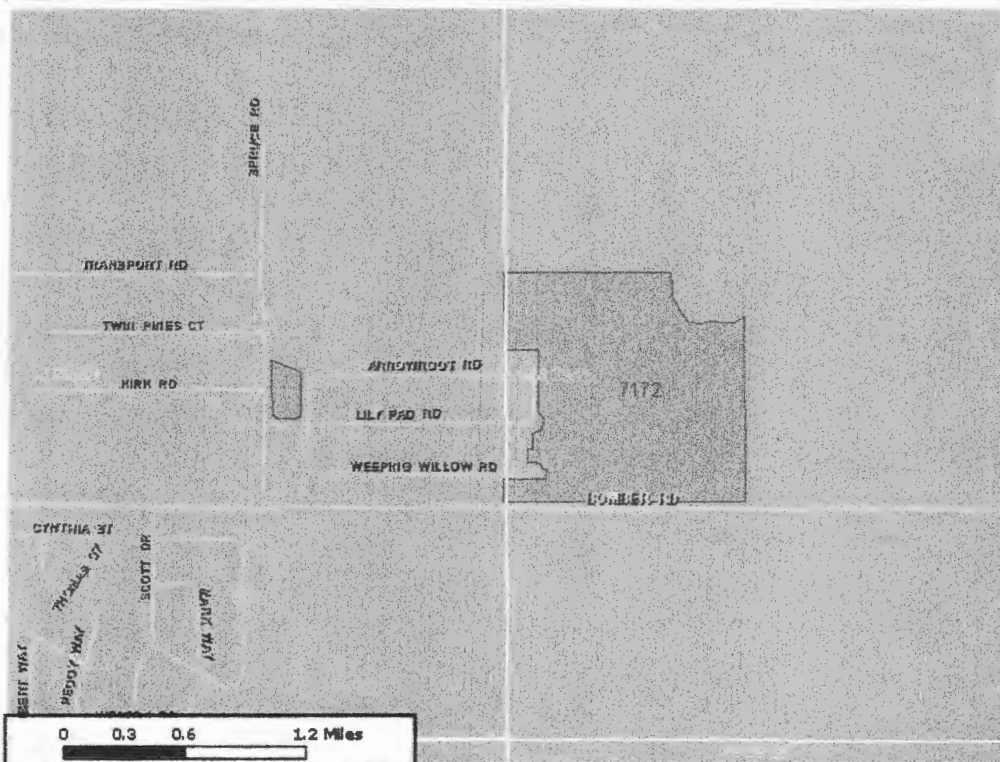
<u>I.D. NO.</u> <u>PERMITTEE/</u> <u>DISTRICT</u>	<u>DIAM</u> <u>(IN.)</u>	<u>DEPTH</u> <u>TTL./CSD.FT.</u> <u>(feet bls)</u>	<u>USE</u>	<u>AVERAGE</u> <u>(gpd)</u>	<u>PEAK</u> <u>MONTH</u> <u>(gpd)</u>
1 / 1	10	854 / 168	P	14,200	28,400
2 / 2	4	400 / 160	P	14,200	28,400

P = Public Supply

**WITHDRAWAL POINT LOCATION TABLE**

<u>DISTRICT I.D. NO</u>	<u>LATITUDE/LONGITUDE</u>
1	27° 57' 29.48"/81° 45' 29.90"
2	27° 57' 29.37"/81° 45' 31.83"

**Location Map**  
**TEVALO, INC.**  
**WUP No. 20 007172.005**



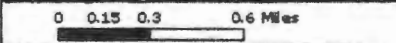
**Legend**

- Control Area
- Irrigated Area
- DIDs

2009 Natural Color Imagery

**POLK COUNTY**

*Southwest Florida  
Water Management District*



**STANDARD CONDITIONS:**

The Permittee shall comply with the Standard Conditions attached hereto, incorporated herein by reference as Exhibit A and made a part hereof.

**SPECIAL CONDITIONS:**

1. The Permittee shall evaluate the feasibility of improving the efficiency of the current irrigation system or converting to a more efficient system. This condition includes implementation of the improvement(s) or conversion when determined to be operationally and economically feasible.
2. The Permittee shall implement a leak detection and repair program as an element of an ongoing system maintenance program. This program shall include a system-wide inspection at least once per year.
3. The Permittee shall incorporate best water management practices, specifically including but not limited to irrigation practices, as recommended for the permitted activities in reports and publications by the IFAS.
4. The Permittee shall limit daytime irrigation to the greatest extent practicable to reduce losses from evaporation. Daytime irrigation for purposes of system maintenance, control of heat stress, crop protection, plant establishment, or for other reasons which require daytime irrigation are permissible; but should be limited to the minimum amount necessary as indicated by best management practices.
5. Permittee shall not exceed the quantity determined by multiplying the total irrigated acres by the total allocated acre-inches per irrigated acre per season for each crop type. For all crops except Citrus, an irrigated acre, hereafter referred to as "acre," is defined as the gross acreage under cultivation, including areas used for water conveyance such as ditches, but excluding uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches. For Citrus, an irrigated acre is based on 74% shaded area, equivalent to 89.4% of the gross acreage minus uncultivated areas such as wetlands, retention ponds, and perimeter drainage ditches.

An applicant or permittee within the Southern Water Use Caution Area may obtain the total allocated acre-inches per acre per season for their crops, plants, soil types, planting dates, and length of growing season by completing the "Irrigation Water Allotment Form" and submitting it to the District. The District will complete and return the form with the calculated total allocated acre-inches and water conserving credit per acre per season per crop, if applicable, based on the information provided. The "Irrigation Water Allotment Form" is available upon request.

6. The Permittee shall incorporate all economically, technically and environmentally feasible water conserving measures into all processes, including reducing water losses, recycling and reuse. The Permittee shall promote water conservation in all components of water use, including water conservation among their customers, use water-efficient irrigation practices, and use of drought-tolerant landscaping.
7. This Permit is located within the Southern Water Use Caution Area (SWUCA). Pursuant to Section 373.0421, Florida Statutes, the SWUCA is subject to a minimum flows and levels recovery strategy, which became effective on January 1, 2007. The Governing Board may amend the recovery strategy, including amending applicable water use permitting rules based on an annual assessment of water resource criteria, cumulative water withdrawal impacts, and on a recurring five-year evaluation of the status of the recovery strategy up to the year 2025 as described in Chapter 40D-80, Florida Administrative Code. This Permit is subject to modification to comply with new rules.
8. The Permittee shall submit the following information using the form "Public Supply Water Use Annual Report For General Water Use Permits Less Than 100,000 gpd, Form No. LEG -R.047.00 (07/09)" no later than April 1 of each year covering the preceding calendar year. The report includes:
  1. Ground water, surface water and stormwater withdrawals,
  2. Water imported/purchased from other supplier(s),
  3. Water exported/sold to other supplier(s),
  4. Treatment loss,

5. Functional population (FP) as set forth in Part D of the Water Use Permit Information Manual, and
  6. The calculated unadjusted, adjusted or compliance per capita use rate as directed on the form.
  7. If there have been changes to the service area since the previous reporting period, the Permittee shall update the service area using the map that is maintained in the District's Mapping and GIS system.
9. The Permittee shall maintain a water conserving rate structure for the duration of the permit term. Any changes to the water conserving rate structure described in the application shall be described in detail as a component of the next Water Use Annual Report due April 1 of the year following the change.

40D-2  
Exhibit A

**WATER USE PERMIT STANDARD CONDITIONS**

1. The Permittee shall provide access to an authorized District representative to enter the property at any reasonable time to inspect the facility and make environmental or hydrologic assessments. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
2. When necessary to analyze impacts to the water resource or existing users, the District shall require the Permittee to install flow metering or other measuring devices to record withdrawal quantities and submit the data to the District.
3. The District shall collect water samples from any withdrawal point listed in the permit or shall require the permittee to submit water samples when the District determines there is a potential for adverse impacts to water quality.
4. A District identification tag shall be prominently displayed at each withdrawal point that is required by the District to be metered or for which withdrawal quantities are required to be reported to the District, by permanently affixing the tag to the withdrawal facility.
5. The Permittee shall mitigate to the satisfaction of the District any adverse impact to environmental features or off-site land uses as a result of withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
  - A. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - B. Sinkholes or subsidence caused by reduction in water levels;
  - C. Damage to crops and other vegetation causing financial harm to the owner; and
  - D. Damage to the habitat of endangered or threatened species.
6. The Permittee shall mitigate, to the satisfaction of the District, any adverse impact to existing legal uses caused by withdrawals. When adverse impacts occur or are imminent, the District shall require the Permittee to mitigate the impacts. Adverse impacts include the following:
  - A. A reduction in water levels which impairs the ability of a well to produce water;
  - B. Significant reduction in levels or flows in water bodies such as lakes, impoundments, wetlands, springs, streams or other watercourses; or
  - C. Significant inducement of natural or manmade contaminants into a water supply or into a usable portion of an aquifer or water body.
7. Notwithstanding the provisions of Rule 40D-1.6105, F.A.C., persons who wish to continue the water use permitted herein and who have acquired ownership or legal control of permitted water withdrawal facilities or the land on which the facilities are located must apply to transfer the permit to themselves within 45 days of acquiring ownership or legal control of the water withdrawal facilities or the land.
8. If any of the statements in the application and in the supporting data are found to be untrue and inaccurate, or if the Permittee fails to comply with all of the provisions of Chapter 373, Florida Statutes (F.S.), Chapter 40D, Florida Administrative Code (F.A.C.), or the conditions set forth herein, the Governing Board shall revoke this permit in accordance with Rule 40D-2.341, F.A.C., following notice and hearing.
9. Issuance of this permit does not exempt the Permittee from any other District permitting requirements.
10. The Permittee shall cease or reduce surface water withdrawal as directed by the District if water levels in lakes fall below the applicable minimum water level established in Chapter 40D-8, F.A.C., or rates of flow in streams fall below the minimum levels established in Chapter 40D-8, F.A.C.
11. The Permittee shall cease or reduce withdrawal as directed by the District if water levels in aquifers fall below the minimum levels established by the Governing Board.

12. The Permittee shall not deviate from any of the terms or conditions of this permit without written approval by the District.
13. The Permittee shall practice water conservation to increase the efficiency of transport, application, and use, as well as to decrease waste and to minimize runoff from the property. At such time as the Governing Board adopts specific conservation requirements for the Permittee's water use classification, this permit shall be subject to those requirements upon notice and after a reasonable period for compliance.
14. The District may establish special regulations for Water-Use Caution Areas. At such time as the Governing Board adopts such provisions, this permit shall be subject to them upon notice and after a reasonable period for compliance.
15. In the event the District declares that a Water Shortage exists pursuant to Chapter 40D-21, F.A.C., the District shall alter, modify, or declare inactive all or parts of this permit as necessary to address the water shortage.
16. This permit is issued based on information provided by the Permittee demonstrating that the use of water is reasonable and beneficial, consistent with the public interest, and will not interfere with any existing legal use of water. If, during the term of the permit, it is determined by the District that the use is not reasonable and beneficial, in the public interest, or does impact an existing legal use of water, the Governing Board shall modify this permit or shall revoke this permit following notice and hearing.
17. Within the SWUCA, if the District determines that significant water quantity or quality changes, impacts to existing legal uses, or adverse environmental impacts are occurring, the permittee shall be provided with a statement of facts upon which the District based its determination and an opportunity to address the change or impact prior to a reconsideration by the Board of the quantities permitted or other conditions of the permit.
18. All permits issued pursuant to these Rules are contingent upon continued ownership or legal control of all property on which pumps, wells, diversions or other water withdrawal facilities are located.

## Michael Phillippi

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Authorized Signature

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

This permit, issued under the provision of Chapter 373, Florida Statutes and Florida Administrative Code 40D-2, authorizes the Permittee to withdraw the quantities outlined above, and may require various activities to be performed by the Permittee as described in the permit, including the Special Conditions. The permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
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(941) 377-3722 or  
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**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-8759  
(813) 985-7481 or  
1-800-838-0797 (FL only)

### NOTICING PACKET PUBLICATION INFORMATION

#### PLEASE SEE THE NEXT PAGE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

#### Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and the content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the **ORIGINAL** affidavit to the District at the address below, for the file of record. **Retain a copy of the affidavit for your records.**

Southwest Florida Water Management District  
Records and Data Supervisor  
2379 Broad Street  
Brooksville, Florida 34604-6899

**Note:** If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, please contact us at ext. 4360, at the Brooksville number listed above. (Your question may be on the FAQ list).

**FAQ ABOUT NOTICING**

1. **Q.** Do I have to do this noticing, and what is this notice for?  
**A.** You do not have to do this noticing. You need to publish a notice if you want to ensure that a "third party cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.
2. **Q.** What do I need to send to the newspaper?  
**A.** The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.
3. **Q.** Do I have to use the notice form, or can I make up my own form?  
**A.** You do not have to use our form. However, your notice must contain all information that is in the form.
4. **Q.** Do I send the newspaper the whole form (one page) or just the top portion that has blanks?  
**A.** Send the full page form which includes the **NOTICE OF RIGHTS** section on the bottom half.
5. **Q.** Do I type or print the information in the blanks? Or will the newspaper fill in the blanks?  
**A.** You are required to fill in the blanks on the form before sending it to the newspaper. Contact your selected newspaper for instructions on printing or typing the information in the blanks.
6. **Q.** The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?  
**A.** No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.
7. **Q.** If someone objects, is my permit or exemption no good?  
**A.** If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.
8. **Q.** I don't understand what I should put in the blanks on the Notice form?  
**A.**
  1. **County, Section/Township/Range, application No., permit No., proposed permit No., petition No., Exemption No., or permit inquiry No.** is on your Permit, Petition, Exemption, or Denial document.
  2. **Permit Type or Application Type** is Environmental Resource Permit, Water Use Permit, Work of the District, etc.
  3. **# of Acres** is the project acres. This is listed on the Environmental Resource Permit documents. For Water Use Permits, Exemptions, etc., you may put "Not Applicable" if unknown.
  4. **Rule or Statute reference** (Exemptions only). The rule and/or statute reference is at the top of page one in the reference line of the Exemption. For all others, put "Not Applicable" in this blank.
  5. **Type of Project** describes your project activity. Environmental Resource Permit = Agriculture, Commercial, Government, Industrial, Mining, Road Projects, Residential, Semi-Public or Water Quality Treatment. Water Use Permit = Agricultural (if irrigating, state that it is irrigation and specify what is being irrigated), Industrial Commercial, Recreation Aesthetic, Mining Dewatering, or Public Supply. Work of the District = pipeline, etc.
  6. **Project Name** is the name of your project, if applicable. If there is no project name, put "Not Applicable" in this blank.



**CHAPTER 50, FLORIDA STATUTES  
LEGAL AND OFFICIAL ADVERTISEMENTS**

<u>50.011</u>	Where and in what language legal notices to be published.
<u>50.021</u>	Publication when no newspaper in county.
<u>50.031</u>	Newspapers in which legal notices and process may be published.
<u>50.041</u>	Proof of publication; uniform affidavits required.
<u>50.051</u>	Proof of publication; form of uniform affidavit.
<u>50.061</u>	Amounts chargeable.
<u>50.071</u>	Publication costs; court docket fund.

**50.011 Where and in what language legal notices to be published.-**

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as 1second-class matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

**History.**-s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254.

**1Note.**-Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

**Note.**-Former s. 49.01.

**50.021 Publication when no newspaper in county.B**

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

**History.**-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

**Note.**-Former s. 49.02.

**50.031 Newspapers in which legal notices and process may be published.B**

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as 1second-class mail matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

**History.**-ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221.

**1Note.**-Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

**Note.**-Former s. 49.03.

**50.041 Proof of publication; uniform affidavits required.B**

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 82 inches in width and of convenient length, not less than 52 inches. A white margin of not less than 22 inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed \$2 for the preparation and execution of each such proof of publication or publisher's affidavit.

**History.**-s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 26, ch. 67-254; s. 1, ch. 76-58.

**Note.**-Former s. 49.04.

**50.051 Proof of publication; form of uniform affidavit.-**

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER  
Published (Weekly or Daily)  
(Town or City) (County) FLORIDA

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_:

Before the undersigned authority personally appeared \_\_\_\_\_, who on oath says that he or she is \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_ newspaper published at \_\_\_\_\_ in \_\_\_\_\_ County, Florida; that the attached copy of advertisement, being a \_\_\_\_\_ in the matter of \_\_\_\_\_ in the \_\_\_\_\_ Court, was published in said newspaper in the issues of \_\_\_\_\_.

Affiant further says that the said \_\_\_\_\_ is a newspaper published at \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, and that the said newspaper has heretofore been continuously published in said \_\_\_\_\_ County, Florida, each \_\_\_\_\_ and has been entered as 1 second-class mail matter at the post office in \_\_\_\_\_, in said \_\_\_\_\_ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced (type of identification) as identification.

\_\_\_\_\_(Signature of Notary Public)\_\_\_\_\_

\_\_\_\_\_(Print, Type, or Stamp Commissioned Name of Notary Public)\_\_\_\_\_

\_\_\_\_\_(Notary Public)\_\_\_\_\_

**History.**-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

**1Note.**-Redesignated as "Periodicals" by the United States Postal Service, see 61 F.R. 10123-10124, March 12, 1996.

**Note.**-Former s. 49.05.

**50.061 Amounts chargeable.-**

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

**History.**-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

**Note.**-Former s. 49.06.

**50.071 Publication costs; court docket fund.-**

(1) There is established in Broward, Dade, and Duval Counties a court docket fund for the purpose of paying the cost of the publication of the fact of the filing of any civil case in the circuit court in those counties by their counties by their style and of the calendar relating to such cases. A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of a majority of the judges in the judicial circuit in which the subject county is located and such order shall be filed and recorded with the clerk of the circuit court for the subject county. The court docket fund shall be funded by a service charge of \$1 added to the filing fee for all civil actions, suits, or proceedings filed in the circuit court of the subject county. The clerk of the circuit court shall maintain such funds separate and apart, and the aforesaid fee shall not be diverted to any other fund or for any purpose other than that established herein. The clerk of the circuit court shall dispense the fund to the designated record newspaper in the county on a quarterly basis. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county so ordering 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(2) The board of county commissioners or comparable or substituted authority of any county in which a court docket fund is not specifically established in subsection (1) may, by local ordinance, create such a court docket fund on the same terms and conditions as established in subsection (1).

(3) The publishers of any designated record newspapers receiving the court docket fund established in subsection (1) shall, without charge, accept legal advertisement for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as insolvent and poverty-stricken persons under s. 57.081.

**History.**-s. 1, ch. 75-206

**NOTICE OF FINAL AGENCY ACTION BY  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

Notice is given that the District's Final Agency Action is approval of the \_\_\_\_\_ .  
(Permit Type)

on \_\_\_\_\_ acres to serve \_\_\_\_\_ known as \_\_\_\_\_ .  
(# of Acres) (Type of Project) (Project Name)

The project is located in \_\_\_\_\_ County, Section(s) \_\_\_\_\_ .  
(County Name) (Section)

Township \_\_\_\_\_ South, Range \_\_\_\_\_ East. The permit applicant  
(Township) (Range)

is \_\_\_\_\_ whose address is \_\_\_\_\_  
(name) (Address)

The permit No. is \_\_\_\_\_ .  
(Permit #)

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District (District) \_\_\_\_\_ .  
(Address of District Office issuing Permit)

**NOTICE OF RIGHTS**

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within 14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57, F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

**PART II HEARINGS INVOLVING  
DISPUTED ISSUES OF MATERIAL FACT**

**28-106.201 Initiation of Proceedings.**

(1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 ½ by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

*Specific Authority 120.54(3), (5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98.*

**PART III PROCEEDINGS AND HEARINGS  
NOT INVOLVING DISPUTED ISSUES OF  
MATERIAL FACT**

**28-106.301 Initiation of Proceedings**

(1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 ½ by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

*Specific Authority 120.54(5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History-New 4-1-97, Amended 9-17-98.*

TRI'S

**Florida Department of Environmental Protection  
Safe Drinking Water Program Laboratory Reporting Format**

**PUBLIC WATER SYSTEM INFORMATION** (to be completed by sampler - please type or print legibly)

System Name: McLeod Gardens PWS I.D. # 6525393

System Type (check one)  Community  Nontransient Noncommunity  Transient Noncommunity  
 Address: 6000 E. ... Rd.  
 City: Orlando ZIP Code: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

SAMPLE INFORMATION (to be completed by sampler)  
 Sample Number: 310684DW1 Sample Date: 9/22/14 Sample Time: 0900  AM  PM (Circle One)  
 Sample Location (be specific): L-1 Lot 1 Location Code: L-1 Lot 1

Disinfectant Residual (required when reporting trihalomethanes and haloacetic acids): .84 mg/L Field pH: 7.9

Sample Type (Check Only One) Reason(s) for Sample (Check all that apply)  
 Distribution  Routine Compliance (with 62-550)  Replacement (of Invalidated Sample)  
 Entry Point (to Distribution)  Confirmation of MCL Exceedance\*  Special (not for compliance with 62-550)  
 Plant Tap (not for compliance with 62-550)  Composite of Multiple Sites \*\*  Clearance (permitting)  
 Raw (at well or intake)  Other: \_\_\_\_\_  
 Max Residence Time  Sampling Procedure Used or Other Comments  
 Avg Residence Time  
 Near First Customer

2014 Disinfection Byproduct  
 \* See 62-550.500(6) for requirements and restrictions And 62-550.512(3) for nitrate or nitrite exceedances \*\* See 62-550.550(4) for requirements and attach a results page for each site

Frank Akiva (Print Name) Sampler (Print Title) do HEREBY CERTIFY

that the above public water system and collection information is complete and correct.

Signature: Frank Akiva Date: 10/10/14  
 Certified Operator #: 21471 Phone #: 863 965 2299 Sampler's Fax: \_\_\_\_\_  
 Sampler's E-Mail: \_\_\_\_\_

CHANGED

**RECEIVED**  
 OCT 10 2014  
 ENVIRONMENTAL  
 ENGINEERING

**Florida Department of Environmental Protection  
Safe Drinking Water Program Laboratory Reporting Format**

**LABORATORY CERTIFICATION INFORMATION** (to be completed by lab - please type or print legibly)

Lab Name: Flowers Chemical Laboratories, Inc.

Florida DOH Certification #: **E83018**

Certification Expiration Date: 6/30/2017  
ATTACH CURRENT DOH ANALYTE SHEET\*  
Phone #: 407-339-5984

Address: P. O. Box 150597, Altamonte Springs, FL 32715-0597

Were any analyses subcontracted?  Yes  No If yes, please provide DOH certification number(s): \_\_\_\_\_

ATTACH DOH ANALYTE SHEET FOR EACH SUBCONTRACTED LAB\*

**ANALYSIS INFORMATION** (to be completed by lab)

Date Sample(s) Received: 09/23/16

PWS ID (From Page 1): CS354

Sample Number (From Page 1): 310684DW1

Lab Assigned Report # or Job ID: 310684

Group(s) analyzed and results attached for compliance with Chapter 62-550, F.A.C. (check all that apply)

- | <u>Inorganics</u>                            | <u>Synthetic Organics</u>                  | <u>Volatile Organics</u>         | <u>Disinfection Byproducts</u>                       | <u>Radionuclides</u>                       | <u>Secondaries</u>               |
|--|--|----------------------------------|--|--|----------------------------------|
| <input type="checkbox"/> All Except Asbestos | <input type="checkbox"/> All 30            | <input type="checkbox"/> All 21  | <input checked="" type="checkbox"/> Trihalomethanes  | <input type="checkbox"/> Single Sample     | <input type="checkbox"/> All 14  |
| <input type="checkbox"/> Partial             | <input type="checkbox"/> All Except Dioxin | <input type="checkbox"/> Partial | <input checked="" type="checkbox"/> Haloacetic Acids | <input type="checkbox"/> Qtrly Composite** | <input type="checkbox"/> Partial |
| <input type="checkbox"/> Nitrate             | <input type="checkbox"/> Partial           |                                  | <input type="checkbox"/> Chlorite                    |  |                                  |
| <input type="checkbox"/> Nitrite             | <input type="checkbox"/> Dioxin Only       |                                  | <input type="checkbox"/> Bromate                     |  |                                  |
| <input type="checkbox"/> Asbestos            |  |                                  |  |  |                                  |

**LAB CERTIFICATION**

I, Jefferson S. Flowers, Technical Director, do HEREBY CERTIFY that all attached analytical data are correct and unless noted meet all requirements of the National Environmental Laboratory Accreditation Conference (NELAC).

Signature: 

Date: 09/29/16

\* Failure to provide a valid and current Florida DOH certification number and a current Analyte Sheet for the attached analysis results will result in rejection of the report and possible enforcement against the public water system for failure to sample, and may result in notification of the DOH Bureau of Laboratory Services

\*\* Please provide radiological sample dates & locations for each quarter.

**CONFIRMATION AND NOTIFICATION IS REQUIRED WITHIN 24 HRS FOR NITRATE MCL EXCEEDANCES**

**NON-DETECTS ARE TO BE REPORTED AS THE MDL WITH A "U" QUALIFIER. (Non-detects reported as "BDL" or with a "<" are not acceptable.)**

**Compliance Determination** (to be completed by DEP or DOH - attach notes as necessary)

Sample Collection & Analysis Satisfactory  Yes  No Replacement Sample or Report Requested (circle or highlight group(s) above)

Person Notified: \_\_\_\_\_ Date Notified: \_\_\_\_\_ DEP/DOH Reviewing Official: 

10/12/16

↑ 50% A Monitoring Required

**Florida Department of Environmental Protection  
Safe Drinking Water Program Laboratory Reporting Format**

DISINFECTION BYPRODUCTS  
62-550.310(3)

Report Number / Job ID: 310684DW1  
Disinfectant Residual (mg/L): 0.8400000  
PWS ID (From Page 1): McLeod Gardens

Contam ID	Contam Name	MCL	Units	Analysis Result	Qualifier*	Analytical Method	Lab MDL	Regulatory MRL**	Analysis Date	Analysis Time	DOH Lab Cert #
2450	Monochloroacetic Acid	N/A	ug/L	3.98		EPA552.3	2.00	2.0	09/28/16		E83018
2451	Dichloroacetic Acid	N/A	ug/L	14.4		EPA552.3	1.00	1.0	09/28/16		E83018
2452	Trichloroacetic Acid	N/A	ug/L	2.11		EPA552.3	0.500	1.0	09/28/16		E83018
2453	Monobromoacetic Acid	N/A	ug/L	1.00	U	EPA552.3	1.00	1.0	09/28/16		E83018
2454	Dibromoacetic Acid	N/A	ug/L	1.71		EPA552.3	0.500	1.0	09/28/16		E83018
2456	Total Haloacetic Acids (HAA5)	60	ug/L	22.2		EPA552.3	0.500	---	09/28/16		E83018
2941	Chloroform	N/A	ug/L	34.9		EPA524.2	0.500	1.0	09/26/16		E83018
2942	Bromoform	N/A	ug/L	0.500	U	EPA524.2	0.500	1.0	09/26/16		E83018
2943	Bromodichloromethane	N/A	ug/L	13.1		EPA524.2	0.500	1.0	09/26/16		E83018
2944	Dibromochloromethane	N/A	ug/L	7.26		EPA524.2	0.500	1.0	09/26/16		E83018
2950	Total Trihalomethanes (TTHM)	80	ug/L	55.2		EPA524.2	0.500	---	09/26/16		E83018

\*\* Laboratories are required to adhere to the minimum reporting level (MRL) requirements of 40 CFR 141.131(b)(2)(iv)

\*\*\* Applicable to monitoring as prescribed in 40 CFR 141.132(b)(2)(i)(B) and (b)(2)(ii)

\*\*\*\* Laboratories that use EPA methods 317.0 Revision 2.0, 326.0 or 321.8 must meet a 1.0 ug/L MRL for bromate.

NOTE: Do not round values. Report results to the accuracy, precision, and sensitivity of the analytical method used.



## SAMPLING PLAN

## Bacteriological Sampling Plan

(Community Water System serving 1,000 or less persons)

(System name) McLeod Gardens Utilities, LLC (PWS ID # 6535393)

(System address) Bomber Road & Spruce Street, Eagle Lake, FL

**Purpose:** To help the Water System identify specific bacteriological sample locations representative of water quality throughout distribution, and to comply with Florida Administrative Code (FAC) Rule 62-550.

### Sampling Plan Overview:

- The Florida Camp Inn Water System is currently required to collect monthly one raw water sample from each active well and one sample from the distribution system for coliform analysis.
- Distribution sample sites are shown on the following page and are also plotted on the system map on Page 4. In case of a positive bacteriological sample result, required upstream and downstream (repeat, or check) sample sites are also shown. (Fill-in these portions of the Template to complete your Plan.)

### Rules Regarding Bacteriological Sampling:

- Routine – F.A.C. Rule 62-550 requires community water systems to sample monthly for coliform bacteria, with the number of samples collected being determined by the population served. The Water System has a population of 1,000 or less, meaning a minimum of one (1) distribution sample and one (1) raw water sample that is representative of each ground water source, as shown in FAC Rule 62-550.518. Please note that “plant” taps (“treated” or “finished” water taps) and pressure tanks are not acceptable sample sites for bacteriological monitoring (FAC Rule 62-550.518(1)).

### Procedures for total coliform positive (TC+) or E. coli positive (EC+) results:

- **Distribution samples:** For any total coliform (“TC+”) routine distribution sample, “repeat” (or “check”) samples must be taken within 24 hours of notification of the result, unless a delay is otherwise approved by DOH-POLK COUNTY . The repeat sampling consists of three (3) samples; one from the original location of the positive sample, one within five taps upstream of the original site, and one taken within five taps down. If the original TC+ sample is at the end of the distribution system or at the end of a line, a total of three (3) repeat samples must still be collected; one from the original site and two just upstream or downstream of the original site, whichever applies in each situation. The system must collect no fewer than three (3) repeat samples for each TC+ sample result, all on the same day. All TC+ samples must also be analyzed for *E. coli* (EC). Call DOH-POLK COUNTY at the phone number(s) below to discuss repeat sampling requirements.
- **Positive raw (well) samples:** Any EC+ raw well sample will require immediate Tier 1 boil water notice (BWN) unless: 1) the well can be shut off immediately, and 2) distribution samples taken the same day are total coliform negative (TC-). After learning of an EC+ well sample result, the system must take five (5) raw samples from the affected well. Then, upon receipt of TC- results on these raw samples, the BWN may be lifted and the well may be returned to service. (If the well is removed from service immediately and all distribution samples are absent for total coliform a Tier 1 Public Notice is still required for an EC+ raw sample result, but the Notice does not necessarily require the PBWN language. , the Tier 1 notice can state such, but it still must be issued.) For wells having two or more TC+ (but EC-) samples in two consecutive months, Hillsborough County may require systems to disinfect the well and, after adequate flushing, perform a follow-up ten-sample bacteriological survey, per F.A.C. Rules 62-555.315(6)(a) and (c).
- For systems sampling monthly, no additional routine samples will be required for the month following a TC+ sample. Just continue on your normal sampling plan.
- **Level 1 Assessments** (PWS owner or operator performs basic examination of source water, treatment, distribution system, and relevant operational practices); Required if 2 or more TC+ routine/repeat samples are received in same month, or PWS fails to take all required repeats after any TC+ routine/repeat sample.
- **Level 2 Assessments** (Completed by DOH-POLK COUNTY -approved party – Licensed operator, Florida P.E., or FRWA); Required for either *E. coli* MCL violations, a 2nd Level 1 assessment triggered within any rolling 12-month period, or, for annual sampling systems, a Level 1 assessment triggered in two consecutive years.
- ***E. coli* (EC) positive results** – Report any EC+ results to DOH-POLK COUNTY as soon as possible, but no later than the end of the business day that you learn of the result. Contact the DOH-Hillsborough County at the number(s) below to discuss repeat sampling requirements and possible Public Notice / Boil Water Notice requirements. Collect three (3) repeat samples within 24 hours unless a Level 2 Assessment has been triggered.
- DOH-Polk County, 863-519-8330 Ron Stadelbacher, ext. 12132 [Ronald.Stadelbacher@flhealth.gov](mailto:Ronald.Stadelbacher@flhealth.gov)
- Laboratory for sample analyses: MidFlorida Water Labs - (863) 965-2540

**SAMPLING SITES AND SCHEDULE**  
(Site numbers shown on System Map on Page 4)

Choose a number of sample sites from your existing plan and a frequency of rotation which assures that the entire distribution system will be represented in your sampling during the course of the year. (Delete months from, or add sites to, this form, if necessary.)

---

**Month January    Rotation Monthly**

---

**1. Site # (Primary/Routine) Lot 1**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**2. Raw Sample (well)**

---

**Month February    Rotation Monthly**

---

**1. Site # (Primary/Routine) Lot 30**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**2. Raw Sample (well)**

---

**Month March    Rotation Monthly**

---

**1. Site # (Primary/Routine) LOT 4**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**2. Raw Sample (well)**

---

**Month April    Rotation Monthly**

---

**1. Site # (Primary/Routine) LOT 35**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**2. Raw Sample (well)**

---

**Month May    Rotation Monthly**

---

**1. Site # (Primary/Routine) 12**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**2. Raw Sample (well)**

---

**Month June    Rotation Monthly**

---

**1. Site # (Primary/Routine) 31**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**2. Raw Sample (well)**

**SAMPLING SITES AND SCHEDULE**  
(Site numbers shown on System Map on Page 4)

---

**Month July Rotation Monthly**

---

**3. Site # (Primary/Routine) LOT 5**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**4. Raw Sample (well)**

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**Month August Rotation Monthly**

---

**3. Site # (Primary/Routine) LOT 17**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**4. Raw Sample (well)**

---

**Month September Rotation Monthly**

---

**3. Site # (Primary/Routine) LOT 34**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**4. Raw Sample (well)**

---

**Month October Rotation Monthly**

---

**3. Site # (Primary/Routine) LOT 36**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**4. Raw Sample (well)**

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**Month November Rotation Monthly**

---

**3. Site # (Primary/Routine) Lot 8**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**4. Raw Sample (well)**

---

**Month December Rotation Monthly**

---

**3. Site # (Primary/Routine) Lot 33**

Site # (Repeat Up) Within 5 connections upstream

Site # (Repeat Down) Within 5 connections downstream

**4. Raw Sample (well)**

2016 DRINKING WATER MONITORING REQUIREMENTS.

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



**Rick Scott**  
Governor

**John H. Armstrong, MD, FACS**  
State Surgeon General & Secretary

**Vision:** To be the Healthiest State in the Nation

January 25, 2016

Tevalo Inc.  
P.O. Box 2898  
Winter Haven, FL 33883-2898

RE: McLeod Gardens Public Water System  
PWS ID No. 6535393

**2016 DRINKING WATER MONITORING REQUIREMENTS**

Monitoring & Reports	Due	Comments
Microbiological ("Bacte")	Monthly	Disinfectant residuals must be reported individually and averaged on bacte reports. Compliance for maximum disinfectant residual level is based on a running annual average.
Monthly Operation Reports (MORs)	Monthly	Include information about maintenance and/or abnormal occurrences & CT calcs. If required.
Radiologicals ( <i>Gross Alpha - Combined Uranium</i> )	2018	Sample at each POE*
Nitrate and Nitrite	2016	Sample at each POE* every year.
Primary Inorganics	2018	Sample at each POE every three years.
Volatile Organic Contaminants (VOCs)	2018	Sample at each POE*
Synthetic Organic Contaminants	2018	Sample at each POE every three years.
Secondary Contaminants	2018	Sample at each POE every three years. (Pending Color and Foaming Agent 1 <sup>st</sup> Q 2016 sample results.)
Stage 2 Disinfection Byproducts (DBPs) ( <i>Total Trihalomethans/Haloacetic Acids (5)</i> )	July – September 2016	Sample at locational sites L1 (Lot #1). **,***
Lead and Copper (Tap Sampling)	June – September 2018	Test in accordance with the most recently approved sampling plan. System required to follow SMF – Standard Monitoring Framework.
Consumer Confidence Report (CCR) & CCR Certification of Delivery	July 1, 2016 & August 10, 2016	Data for CCR can be obtained at <a href="http://www.dep.state.fl.us/water/drinkingwater/chemdata.htm">http://www.dep.state.fl.us/water/drinkingwater/chemdata.htm</a>

\* POE = Point of entry to the distribution system. Sample at each POE that is representative of each source of water.

\*\* Ensure to report locations as L1, L2, L3 etc. This should be annotated on the lab sheet "Location Code".

**Florida Department of Health in Polk County**  
ENVIRONMENTAL ENGINEERING DIVISION  
2090 East Clower Street • Bartow, FL 33830  
PHONE: (863) 519-8330 • FAX: (863) 534-0245 • [www.MyPolkHealth.org](http://www.MyPolkHealth.org)

**www.FloridaHealth.gov**  
TWITTER: HealthyFLA  
FACEBOOK: FLDepartmentofHealth  
YOUTUBE: fldoh  
FLICKR: HealthyFla  
PINTEREST: HealthyFla

McLeod Gardens Public Water System

\*\*\* Ensure to anotate the location address/site identifier in the "Sample Location".

- This is a good faith assessment of monitoring requirements for the above referenced public water system for calandar year 2016 and may not include additional sampling required during the year due to special circumstanses. This chart shall not relieve and person from any requirements of Florida Law. It is important for you to provide this information to your operator and/or sampler.
- It is strongly recommended that testing be conducted early in the monitoring period to allow time for retest due to possible sampling or lab errors. Annual and triennial sampling should be completed by 9/30 or as directed to provide time for revisions, re-test, and /or corrections.
- Test results must be submitted to DEP within the first 10 days following the end of the required monitoring period, or the first 10 days following the month in which the sample results were received, whichever time is shortest.

If you have any questions, please contact (863) 519-8330, ext. 12151.

Sincerely,

Owen  
Devine

Owen Devine  
Environmental Specialist II

Digitally signed by Owen Devine  
DN: cn=Owen Devine, o=Environmental  
Engineering, ou=Department of Health in  
Polk County,  
email=Owen.Devine@flhealth.gov, c=US  
Date: 2016.01.25 08:44:30 -05'00'

Email copy to:

[Kim Gossett] [kimberlygossett@hotmail.com](mailto:kimberlygossett@hotmail.com)

[James Rosser] [jamesrosserseu@aol.com](mailto:jamesrosserseu@aol.com)

COPY OF DEED.



Prepared by and return to:

Debra L Cline  
Attorney at Law  
Peterson & Myers, P.A. (Lakeland)  
225 E. Lemon St. Suite 300  
Lakeland, FL 33801  
863-683-6511  
File Number: TEVA1H-4

[Space Above This Line For Recording Data]

## Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 1st day of September, 2016 between Tevalo, Inc., a Florida corporation whose post office address is P.O. Box 2898, Winter Haven, FL 33883 of the County of Polk, State of Florida, grantor\*, and Florida Utility Services 1, LLC, a Florida limited liability company whose post office address is 3336 Grand Blvd., Suite #102, Holiday, FL 34690 of the County of Pasco, State of Florida, grantee\*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Polk County, Florida, to-wit:

See attached Exhibit "A"

Subject to easements, restrictions and/or conditions and real estate taxes subsequent to 2016.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Debra L. Cline  
Witness Name: Debra L. Cline

Jane LaFrandre  
Witness Name: Jane LaFrandre

Tevalo, Inc., a Florida corporation

By: Laura V. Griffith  
Laura V. Griffith, President

(Corporate Seal)

State of Florida  
County of Polk

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of September, 2016, by Laura V. Griffith of Tevalo, Inc., a Florida corporation, on behalf of the corporation. She  is personally known to me or  has produced a driver's license as identification.

[Notary Seal]

Jane M. Murphy-LaFrandre  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Exhibit "A"**

A portion of the Northwest 1/4 of the Southwest 1/4 of Section 18, Township 29 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Lot 49, McLEOD GARDENS PHASE TWO, according to the plat thereof, as recorded in Plat Book 108, Page 2 of the public records of Polk County, Florida, thence North 00°00'03" West, along the east line of said Lot 49, a distance of 90.00 feet to a point on the arc of a curve concave to the west, having a radius of 60.00 feet, same being the easterly right-of-way line of Lily Pad Road and Grassy Marsh Road; thence Northerly, along the arc of said curve and said right-of-way line, through a central angle of 150°00'01" a distance of 157.08 feet; thence North 00°00'03" West, along the easterly right-of-way line of said Grassy Marsh Road, a distance of 94.30 feet; thence North 90°00'00" East, a distance of 153.20 feet, thence South 00°24'23" East, a distance of 296.0 feet to a point of intersection with the easterly prolongation of the south line of aforesaid McLEOD GARDENS PHASE TWO, thence South 89°59'57" West, along said prolonged line, a distance of 183.20 feet to the Point of Beginning.