



Polk County Polk Regional Water Cooperative

Meeting Agenda - Final-revised

March 22, 2023 POLK REGIONAL WATER COOPERATIVE
Lake Myrtle Sports Complex

Zoom Meeting

<https://us02web.zoom.us/j/81172922784?pwd=VXcvWGxRVUg4V0NVYkVuaVhzZ0Yrdz09>

Meeting ID: 811 7292 2784

Passcode: 764726

One tap mobile

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- A. Call To Order**
- B. Recognition of new primary/alternate appointees of members**
- C. Agenda Revisions**
- D. Public Comments (Limited to 3 minutes)**
- E. Consent Items**
 - E.1. Approval of November 2022 BOD Meeting Minutes - Action Item
 - E.2. Approval of January 2023 BOD Meeting Minutes - Action Item
 - E.3. Approve the Amendment to FDEP Grant Agreement LPA0212-1A, adding Heartland Headwaters and Sustainability Act Funds - Action Item
 - E.4. Approve the Amendment to SWFWMD Grant Agreement 17CF0000846 (N882) for West Polk Wellfield - Action Item
 - E.5. Approve an Agreement with second Eminent Domain Counsel for the Southeast Wellfield Project - Action Item
- F. Regular BOD Items**
- G. Recess Regular BOD/Commence Projects BOD**
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
 - H.1. Communication and Outreach Strategies for the Southeast Wellfield Project - Information Item
 - H.2. Update on 60 percent design for the Southeast Wellfield Project - Information Item

- H.3. Approve the Agreement with Youngquist Brothers Drilling LLC for Construction of Southeast Wellfield Injection Well #1 - Action Item
- H.4. TeamOne Notice to Proceed for 90% Design Services for the Southeast Wellfield Project - Information Item
- H.5. Approve the Selection Committee recommendation to authorize staff to enter into contract negotiations with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture to provide Third Party Operator (TPO) Services for the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1 - Action Item
- H.6. Truist Funding Proposal - Information Item
- H.7. PRWC Investment Policy - Information Item
- H.8. Status of Land Acquisition Activities for the Southeast Wellfield and Adopt Resolution 2023-05 Amending Resolution 2022-12 Approving Land Acquisition Process for the Southeast Wellfield Project - Action Item
- H.9. Adopt Resolution 2023-06 Project Resolution of Necessity Approving the Southeast Lower Floridan Water Production Facility and Southeast Transmission Line Projects - Action Item
- H.10. Adopt Resolution 2023-07 Parcel Resolution of Necessity to Acquire Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects - Action Item

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

- I.1. Truist Funding Proposal - Information Item
- I.2. Approve the Selection Committee recommendation and authorize staff to enter into contract negotiations with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture to provide Third Party Operator (TPO) Services for the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1 - Action Item

J. Recess West Polk BOD/Commence Regular BOD

K. Open Discussion

L. Chair / Executive Director Report

M. Adjournment

In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the Polk County Communications Office not later than forty eight hours prior to the proceeding. Their offices are located in the Neil Combee Administration Building, 330 West Church Street in Bartow. Telephone (863) 534-6090, TDD (863) 534-7777 or 1-800-955-8771, Voice Impaired 1-800-955-8770 via Florida Relay Service.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



Polk County
Polk Regional Water Cooperative

Agenda Item E.1.

3/22/2023

SUBJECT

Approval of November 2022 BOD Meeting Minutes - Action Item

DESCRIPTION

The Board of Directors (BOD) will consider approval of the minutes for:

- Regular PRWC BOD meeting - November 16, 2022

RECOMMENDATION

Consent Agenda - Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No Fiscal Impact

CONTACT INFORMATION

Eric DeHaven



MINUTES POLK REGIONAL WATER COOPERATIVE

November 16, 2022 – 2:00 PM
Lake Myrtle Sports Complex
2701 Lake Myrtle Park Road
Auburndale, FL 33823

ZOOM Virtual Meeting

<https://us02web.zoom.us/j/89184130789?pwd=VG0vVC9HYVQra21ZTmt6K2NaTXI2Zz09>

Call In: +1(309)205-3325
Meeting ID: 891 8413 0789
Password: 188224

Member Governments in Attendance:

<u>Member Government</u>	<u>Representative</u>
City of Auburndale	Commissioner Richard Hamann, Alternate
City of Bartow	Commissioner Steve Githens, Primary
City of Davenport	Commissioner Tom Fellows, Primary
City of Dundee	In Absence, Commissioner Bert Goddard, Primary
City of Eagle Lake	In Absence, Commissioner Randy Billings, Primary
City of Fort Meade	In Absence, Commissioner James Watts, Primary
City of Frostproof	In Absence, Vice Mayor Austin Gravley, Primary
City of Haines City	Mayor Morris West, Primary
City of Lake Alfred	Vice Mayor Jack Dearmin, Primary
Town of Lake Hamilton	Mayor Mike Kehoe, Primary
City of Lake Wales	In Absence, Commissioner Daniel Williams, Primary
City of Lakeland	Mayor Bill Mutz, Primary (Vice Chair)
City of Mulberry	In Absence, Commissioner Collins Smith, Primary
City of Polk City	Mayor Joe LaCascia, Primary
City of Winter Haven	Mayor Pro-Tem Nathaniel Birdsong, Primary (Secretary/Treasurer)
Polk County	Commissioner George Lindsey, Primary (Chair)

A. Call to Order

Meeting called to order by Chair Lindsey at **2:00** PM.

B. Recognition of new primary/alternate appointees of members

Member roll call around the table was requested by Chair Lindsey.

Chair Lindsey acknowledged the passing of Commissioner Billy Simpson who had served diligently representing Bartow on the council for many years. He extended sympathy to Mr. Simpson's family and added how great a loss this was to the community.

C. Agenda Revisions

No agenda revisions were presented.

D. Public Comments

No public comments were presented.

E. Consent Items

E.1. Board of Directors meeting minutes from September 21, 2022.

E.2. Auditing services engagement letter (FY2022) Brynjulfson CPA.

E.3. Polk Regional Water Cooperative Board of Directors meeting schedule 2023.

Executive Director DeHaven stated a conflict with the March 15, 2023 meeting was just discovered – it was Polk County Days for the legislature. The proposal was to change that meeting to March 22, 2023.

Motion to approve consent agenda made by Commissioner Githens, seconded by Mayor West. Motion was unanimously approved.

F. Regular Board of Directors Items

F.1. Update on conservation measures and proposal for a PRWC Member Funded Program (Information)

Ann Yasalonis (UF/IFAS) presented highlights of the PRWC Water Conservation Programs coordinated through the UF/IFAS office since July 2021. She reviewed the Water Conservation Specialist's accomplishments from July 2021 – November 2022. Areas served and those without dedicated Water Conservation Staff were also noted. The presentation concluded with recommendations for successful implementation. [slides]

Executive Director DeHaven thanked IFAS for all the work they did on the contract. He noted this was the contract extended until April 2023 in the prior board meeting with dollars still available. E.D. DeHaven added they were light on staff since Beth Roberson left but anyone with conservation needs could contact him or Ms. Yasalonis. He stated a proposal for a member funded conservation program would be coming. The timeline was to announce it today and work with members to

determine their interest before the March 2023 board meeting. The next step would be to determine the dollars associated with that interest and bring that to the board at the July meeting. That would coincide with the administrative budget approval process and the Board would also be asked to approve a conservation budget. A PRWC consultant completed a Demand Management Plan in 2019 which aligned with the recommendations from IFAS. He noted a couple of main items to focus on moving forward. E.D. DeHaven added that a self-funded PRWC process would largely address past issues with implementation. [slides]

Commissioner Githens asked E.D. DeHaven if \$156,000 was available but only \$39,000 was spent what happened to the balance of \$117,000

Executive Director DeHaven replied it was split 50/50. The District retained 50% (their grant not spent) and the other 50% was retained in the PRWC administrative budget. It could be used for conservation moving forward.

Commissioner Githens stated we effectively lost their 50% of the \$117,000

Executive Director DeHaven responded he was correct.

Mayor LaCascia questioned if the PRWC conservation results that Ms. Yasalonis had spoken on reflected those programs implemented by Lakeland and Winter Haven.

Executive Director DeHaven affirmed they were.

Mayor LaCascia added then they were reporting their program results to the PRWC.

Executive Director DeHaven clarified that the PRWC conservation program compiled county wide numbers through Jackie Hollister at Polk County.

Vice Chair Mutz commented he thought consideration should be given to making sure people were aware of this program. Even with limited staff, the internet could be utilized for social media traction. Telling people they could receive something for free to help them save money – should have them coming to our doors. If that were happening there would not be unutilized funds. He stated that thought should be taken on how to better communicate and connect with people. Also, he questioned if there was a way to make it easier for people; possibly even have them pick up when short staffed and still maintain accountability. His encouragement was to think broader, consider ways to make the process more autopilot and broaden the base of people who were aware of the program.

Mayor LaCascia stated regardless of communication or a great program, people would not respond until they see an increase in water rates. Then all of this would come to fruition and there will be action from everybody. It was human nature and something that would need to be worked around.

Chair Lindsey wholeheartedly agreed with both Mayors comments. He stated that every utility had a desire to make this happen, but right now we were a fractured system. Adding to that fracture was that two of the largest systems (Polk County and Lakeland) were not part of the Water Star Program. He suggested members contact E.D. DeHaven with any thoughts or ideas on ways to bring the pieces together for a

viable, comprehensive program. He felt Mayor Mutz’s ideas on internet connections and social media were probably the most expeditious method. Then he noted that Mayor LaCascia was correct that until customers felt pain in their pocketbooks the issue would not be important to them. Adding, we still had the responsibility of making conservation an important element of meeting needs in the next decade. His concluding thought was that IFAS still needed to be the focal point – the implementation element across all utility systems.

Executive Director DeHaven stated he would be working with the utility directors on this item. He suggested members let their utility directors know how interested they were in participating and the level they wanted to participate.

F.2. Approval of the Heartland Headwaters Protection and Sustainability Annual Comprehensive Water Resources Report FY2023-2024 (ACTON ITEM)

Mary Thomas (TeamOne) stated each year a Heartland Report was submit to the legislature and the Water Management District. It hearkened back to the Heartland Act which passed in 2017. That Act placed a very high priority on the county and this area related to water resources in the state. This area being the headwaters to multiple rivers and the green swamp was viewed as having great importance to the state. The bill itself indicated the state should prioritize funding for water resource projects in the area. TeamOne prepares a report every year summarizing the water resource projects being implemented by the PRWC and individual members. Those projects then were ranked and a financial “ask” of the legislature was created. Ms. Thomas reviewed past funding provided and the process for prioritizing projects for the coming year. The process currently prioritized the Southeast and West Polk Wellfield projects, the Demand Management Program and the individual member projects associated with receiving water from the Southeast Wellfield. She reminded members that while the PRWC would be implementing a water supply program, members were obligated to build the infrastructure necessary to receive that water. Ms. Thomas then covered the projects given highest priority and their allocations. She stated that individual member projects ranking lower still benefited from participating in the Southeast and West Polk Wellfield projects. A summary table was then presented showing individual member funding should the legislature allocate funds to the Southeast and West Polk projects. Finally, she presented the Heartland Project Ranking list that would appear in the report submitted to the state. [slides]

Chair Lindsey asked if all the projects submitted were reviewed by the Technical Advisory Committee (TAC) and helped to produce the ranking.

Ms. Thomas responded yes it had been vetted by TAC.

Motion to approve the Annual Report to be presented to the state and the District made by Vice Chair Birdsong, seconded by Mayor LaCascia. Motion was unanimously approved.

Recess Regular Board of Directors Meeting / Commence Combined Projects Board of Directors Meeting at 2:31 P.M.

A. Combined Projects Board of Directors Items

G.1. Revenue Options (Information)

Robert Beltran (TeamOne) introduced himself and his associate Henry Thomas, who would be discussing revenue options. He stated everyone here wanted to make sure there was adequate water supply to meet future growth needs. Mr. Beltran suggested members make sure they were prepared to meet their obligations as its just around the corner. He reviewed the program goals and how AWS was more costly to produce. Mr. Beltran presented a funding plan chart [FY2023–FY2032] which showed estimated forecast numbers. He noted they were looking to defer any payments in 2023 to the end of the fiscal year (beginning of 2024) and advised members to look at 2023 and 2024 together for budgeting. He added there was still the additional administration element to be considered in their planning and budgeting. [slides]

Henry Thomas discussed four revenue options and showed examples for members to consider when funding costs associated with the AWS projects. Mr. Thomas also reviewed items that needed to be recovered in the rates charged to cover costs. Finally, he listed steps for members to start that process. [slides]

Mayor LaCascia asked Mr. Thomas if he considered capital construct costs and impact fees to be synonymous when he spoke about recovering some of the capital construction costs.

Mr. Thomas replied the Florida statutes on impact fees specifically exempt water and wastewater connection fees but they were akin as they both relate to the capital cost of new capacity to serve growth. He did think there was a relationship but he liked the terminology “capital connection fee” because the statute specifically excluded them. He added, there was solid legal evidence of the statute specially not addressing capital connection fees. Therefore, his clients were advised to change the name of their water and sewer impact fees to capital connection fees to align better with the state statute.

Mayor LaCascia asked if there was a work-around in terms of the definition and what was allowed on impact fees.

Mr. Thomas explained that capital connection fees were governed by almost 40 years of Florida case law and the statute largely reflected that case law. He noted that parts of the statute were very smart – like setting up a separate fund to keep fees in and only use it for those purposes. The staff that helped craft that bill shared they specifically intended to exempt the water and wastewater impact fees from the statute.

Mayor LaCascia stated he was concerned about the cost of money going forward. He asked if the presentation was based on the originally contemplated interest rates with WIFIA or have increases in rates been considered.

Mr. Thomas replied estimates were based strictly on the capital cost to be funded and paid back through principal payments. An argument could be made to including the financing costs but case law suggested a credit would be needed because not all customers would be equal. He explained a customer who came on in year one would not impose interest costs because they were paying their share today. But a customer that came on in year five should pay. Mr. Thomas stated they suggest to their clients to have an ancillary but separate charge for carrying to be applied against the cost of money. It was an attempt to make it fair between customers who buy capacity today and those whose capacity would not be used for several years. The term used for it was “accrued guaranteed revenues” or “guaranteed revenues”.

Chair Lindsey remarked the evolving differentiation between capital connection fees and the typical impact fees were that impact fees had to have a rational nexus for the cost to the services delivered (typically police, fire, jails, roads, schools, parks etc.). Whereas the connection fees and their exclusion as resighted in the statute were more measurable. The connection fees were more of a measured service and an enterprise fund as opposed to typical impact fees for other public services. While there was a rational nexus it was not as finitely measured, so referring to them as connection fees was the right vernacular. He then encouraged everyone that they should have already started conducting rate studies.

G.2. Wells Fargo Line of Credit (Information)

Executive Director DeHaven stated the next presentation was on the Wells Fargo line of credit (LOC) and Julie Santamaria was the PRWC financial consultant with RBC Capital. He noted she had been critical in the handling of the Wells Fargo LOC and she spoke back in July when the LOC was expanded.

Julie Santamaria (RBC Capital Markets) introduced herself as the Cooperatives financial advisor. She then reviewed the LOC history and explained that in January 2023 a new LOC would be requested. Based on the projected needs this revolving LOC would be appropriate for the next two years. After the two years it was anticipated the LOC would need to be increased. Ms. Santamaria stated they had reached out to both Wells Fargo and Truist regarding LOC terms. She added they recently worked with the City of Lakeland on a variable rate bank loan in which Truist and Wells Fargo had the most aggressive interest rates and best terms. Once negotiations concluded a recommendation would be presented. [slides]

Chair Lindsey asked Ms. Santamaria what increases in rates had she seen since this started in 2017.

Ms. Santamaria replied the short-term interest rates had increased significantly due to the FED’s actions. She thought the current rate was around 4.5% but would be subject to change. The RBC economists anticipated the medium-term to longer-term interest rates would be going down over the next 6-8 months. However, it was unclear if that would happen or how long the short-term rates would remain high.

Chair Lindsey asked if Ms. Santamaria recalled the rate in 2017.

Ms. Santamaria responded it was variable as well – based on the Libor rate plus she thought 80 basis points or 0.80%.

Chair Lindsey inquired if that would be close to 2% – 2.25%.

Ms. Santamaria replied probably because the base rate was so much lower. She added they did believe the spread to Libor would be lower than the 0.80% – that it would be more competitive based on what they have seen recently in the market.

Mayor LaCascia said with a traditional LOC lender would hypothecate a certain number of dollars to use as a draw account. He asked to clarify if Ms. Santamaria said this LOC would be a variable rate from day one.

Ms. Santamaria replied yes sir.

Mayor LaCascia remarked then that would be based upon the interest rate at the time we draw the funds.

Ms. Santamaria confirmed it was and based on the amount drawn.

Chair Lindsey asked if it was collared.

Ms. Santamaria replied no there was no limit. She added there may be a maximum rate under Florida law but it was a variable rate that could go up and down as the base rate fluctuated.

Recess Combined Projects Board of Directors Meeting / Commence Southeast Wellfield Board of Directors Meeting at 3:08 P.M.

H. Southeast Wellfield Project Board of Directors Items

H.1. Approve Construction Manager at Rick (CMAR) Agreement and Pre-Construction Services Addendum with Florida Water Partners, a Garney/Wharton Smith Joint Venture, for the Southeast LFA Wellfield Project. (ACTION ITEM)

Mark Addison (SE Wellfield PM) stated he was seeking approval for the CMAR Agreement and pre-construction services addendum with Florida Water Partners (Florida Water Partners being a joint venture between Garney Construction and Wharton Smith). Mr. Addison started by introducing the Board to the two CMAR representatives Adam Corn (Garney Construction) and Clyde Burgess (Wharton Smith). He then provided a CMAR agreement overview which included both the Southeast Wellfield and West Polk LFA Wellfield projects. There were changes to the Southeast Wellfield scope which he covered along with reviewing the West Polk project scope. Mr. Addison then provided an outline of services in the CMAR that applied to both projects. The expectation was that the value engineering (VE) recommendations during the course of design would result in cost savings for certain project elements. He then explained the Pre-Construction Services Addendum for the Southeast Wellfield project served to authorize the CMAR to proceed with pre-construction services. Mr. Addison stated the SWFWMD grant agreements for the Southeast Wellfield and SRF design loan would be used to fund pre-construction services for Southeast. He wanted to mention that based on reviews of similar

magnitude projects (with respect to cost/utility projects), a typical pre-construction CMAR fee ranged from 0.8% – 1.2% of the construction cost. The pre-construction services fee for the Southeast Wellfield project was about 1.07% of the estimated construction cost which falls within that range. Mr. Addison then provided a breakdown of pre-construction services costs for the Water Treatment Plant/Wellfield vs Transmission System based on the initial authorization. He explained the agenda item included approval of the total fee for pre-construction services with the PRWC Executive Director authorization necessary to exceed expenditures beyond the \$1,877,120. He concluded by noting that other considerations such as the CMAR's insurance for pre-construction fee services were typical for professional type services not directly related to construction. [slides]

Motion to approve the CMAR Agreement and Pre-Construction Services Addendum made by Vice Chair Mutz, seconded by Commissioner Githens. Motion was unanimously approved.

Recess Southeast Wellfield Board of Directors Meeting / Commence West Polk Board of Directors Meeting at 3:16 P.M.

A. West Polk Wellfield Project Board of Directors Items

- I.1. Approve Construction Manager at Rick (CMAR) Agreement and Pre-Construction Services Addendum with Florida Water Partners, a Garney/Wharton Smith Join Venture, for the West Polk LFA Wellfield Project. (ACTION ITEM)

Vice Chair Mutz stated this item was the same action just reviewed but applicable to the West Polk Wellfield Project.

Executive Director DeHaven clarified that this motion did not include pre-construction services – that would be provided to West Polk at a later date. This item was just to approve the CMAR agreement.

Motion to approve the CMAR Agreement made by Mayor Pro-Tem Birdsong, seconded by Commissioner Hamann. Motion was unanimously approved.

- I.2. Approve the TeamOne Scope of Work and Fee for Final Design, Construction Oversight and Related Services for the West Polk LFA Wellfield Project. (ACTION ITEM)

Executive Director DeHaven shared an overview of this item. He then added Ms. Thomas would discuss the scope and fees while Mr. Mattiacci would talk about fee review. [slide]

Ms. Thomas (TeamOne) explained when they were asked to write this scope they started with the Implementation Agreement as a base. That was a 2.5 MGD Phase 1 facility with the option to expand to 10 MGD or more. This scope of work covered the PRWC assets but work still needed to be done by members who were obligated

to construct the receiving facilities. She added there were elements in this scope that might not be common to ordinary design scopes because TeamOne was providing additional services that PRWC staff would handle in the future. Ms. Thomas then covered the various scope elements. [slides]

Tom Mattiacci (West Polk PM) reviewed traditional engineering services along with TeamOne costs and the expected portion for the PRWC after District co-funding. He also reviewed the additional TeamOne scope items not typically incorporated but were needed for this project. [slides]

Vice Chair Mutz asked if a joint motion was needed for TeamOne and Carollo.

Executive Director DeHaven replied that TeamOne and Carollo were one in the same.

Vice Chair Mutz asked Mr. Mattiacci if there were any components missing he thought may need to be included that would warrant additional costs.

Mr. Mattiacci replied he did not think anything was excluded. He commented he worked extensively with the county on the Southeast engineering scope and on putting together this engineering services scope which included things not in the Southeast scope.

Motion to approve Change Order #6 for Carollo/TeamOne and West Polk Board must authorize expenditures beyond \$10,027,057 made by Chair Lindsey, seconded by Commissioner Githens. Motion was unanimously approved.

Recess West Polk Board of Directors Meeting / Commence Regular Board of Directors Meeting at 3:28 P.M.

J. Open Discussion

No comments provided.

K. Chair / Executive Director Comments

Executive Director DeHaven stated he had two items to bring up. He informed members that the January 2023 meeting would be full of many financial matters. The LOC will be presented for consideration by Ms. Santamaria. The State Revolving Fund (SRF) design loan amendment will also be coming. The SRF loan amendment was important because the original design loan had guarantee agreements attached that need to be updated. The intention was to have DEP provide the final document and the new guarantee loans for the amendment. Each member would receive a copy and need to have them approved by their prospective councils and commissions. The amendment was needed for the Southeast and West Polk test production wells. E.D. DeHaven offered to discuss the item with any of the members councils or commissions. He then added there would be a SRF

loan item for the West Polk design in January. He also wanted to mention the WIFIA loan documents might be ready for approve in January but if not they would be by March.

The second item he wanted to discuss involved the Water Management District. They recently held a governing board workshop which was attended by all three large water supply authorities where they presented a long-term funding plan. The presentation indicated their funding would not be sufficient in the short-term to cover the needs of all three water supply authorities moving forward. The amounts being requested by the three water supply authorities for years 2025 – 2026 was beyond the amount the District had available in their long-term reserves. Therefore, it was suggested to their board to pay the bills in a longer-term fashion. He gave the example: if in the year 2025 the PRWC expended \$25M on construction, the District may only be capable of paying \$15M that year but would make up the deficit in future years. Their funding was in place but the schedule of their funding might need to be deferred out a further period of time. The PRWC will work with TeamOne, Mr. de la Parte and our financial consultants to look at the impact this will have and find the mechanisms available to make up the deficit. Currently, the LOC was used as a cash-flow mechanism. There was a chance money could be held longer in the LOC but that means incurring interest. There was a chance of using SRF to bridge the gap but due to limits that might not be available. Then since the Master Bond Resolution was in place a bond maybe a possibility. Many options were available but the problem needed to be defined in order for it to be managed.

Chair Lindsey asked Mr. de la Parte if there was any merit without eroding our relationship with the District to collectively ask them to consider our situation differently. The other two entities were both established with revenue generating mechanisms. They were already selling product and assumedly have prudently accommodated reserves. We were not in that position yet. Additionally, he asked if it would be appropriate to ask the District for a difference in their allocation formula and not treat all entities in the same fashion.

Mr. de la Parte responded he believed so. There really was not an opportunity for public comment at the District workshop. Many of the District's board members may not have information about the co-operative's special situation and that might influence their decision. Adding as he understood, it was only a workshop and they have not made any decision yet so there was still an opportunity to educate them.

Chair Lindsey stated he would like to suggest that between staff and council a letter be prepared and someone make a motion, so the District has the benefit of knowing our different situation. He then asked to have it sent to all the members.

Mayor LaCascia questioned if Chair Lindsey was asking for special consideration for Polk County or the PRWC.

Chair Lindsey replied the PRWC.

****Motion added:** Approval to draft a letter to the Water Management District expressing PRWC's concern of their deferred funding and to consider PRWC differently than the other two water supply authorities since at present PRWC was non-revenue generating.

Motion to approve letter to the Water Management District made by Vice Chair Mutz, seconded by Commissioner Fellows. Motion was unanimously approved.

Vice Chair Mutz asked if consideration could be given to utilizing inexpensive laptops for meetings instead of using paper going forward (based on the size of the packets). He stated it would be more effective for participants and we would pay for them with the paper savings.

Chair Lindsey asked staff to look into his request.

L. Adjournment

Board meeting adjourned by Chair Lindsey at 3:36 P.M.



Polk County
Polk Regional Water Cooperative

Agenda Item E.2.

3/22/2023

SUBJECT

Approval of January 2023 BOD Meeting Minutes - Action Item

DESCRIPTION

The Board of Directors (BOD) will consider approval of the minutes for:

- Regular PRWC BOD meeting - January 18, 2023

RECOMMENDATION

Consent Agenda - Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No fiscal impact for this item.

CONTACT INFORMATION

Eric DeHaven



MINUTES
POLK REGIONAL WATER COOPERATIVE

January 18, 2023 – 2:00 PM
Lake Myrtle Sports Complex
2701 Lake Myrtle Park Road
Auburndale, FL 33823

ZOOM Virtual Meeting
<https://us02web.zoom.us/j/82771758259?pwd=WmxUWlhwbTJ3TzBEZmh2QWtVaGRYUT09>
Call In: +1 (305) 224-1968
Meeting ID: 827 7175 8259
Password: 734354

Member Governments in Attendance:

<u>Member Government</u>	<u>Representative</u>
City of Auburndale	Vice Mayor Keith Cowie, Primary
City of Bartow	Commissioner Steve Githens, Primary
City of Davenport	Commissioner Tom Fellows, Primary
City of Dundee	In Absence, Commissioner Bert Goddard, Primary
City of Eagle Lake	In Absence, Commissioner Randy Billings, Primary
City of Fort Meade	In Absence, Commissioner James Watts, Primary
City of Frostproof	In Absence, Vice Mayor Austin Gravley, Primary
City of Haines City	Mayor Morris West, Primary
City of Lake Alfred	In Absence, Vice Mayor Jack Dearmin, Primary
Town of Lake Hamilton	Mayor Mike Kehoe, Primary
City of Lake Wales	In Absence, Commissioner Daniel Williams, Primary
City of Lakeland	Mayor Bill Mutz, Primary (Vice Chair)
City of Mulberry	In Absence, Commissioner Collins Smith, Primary
City of Polk City	In Absence, Mayor Joe LaCascia, Primary
City of Winter Haven	Mayor Pro-Tem Nathaniel Birdsong, Primary (Secretary/Treasurer)
Polk County	Commissioner George Lindsey, Primary (Chair)

A. Call to Order

Meeting called to order by Chair Lindsey at 2:01 PM.

B. Recognition of new primary/alternate appointees of members

Member roll call around the table was requested by Chair Lindsey.

C. Agenda Revisions

No agenda revisions were presented.

D. Public Comments

No public comments were presented.

****The meeting was halted at 2:10 PM to allow time for a quorum of the membership to be present. The meeting commenced at 2:14 PM with enough members in to proceed.**

Chair Lindsey stated it was determined that associate members were classified as ex officio non-voting in the project boards so both West Polk and Southeast had a quorum. There was not a quorum present for the Combined Boards.

E. Consent Items

1. Board of Directors Meeting Minutes from November 16, 2022

****Vote postponed until the next meeting.**

F. Regular Board of Directors

F.1. Business Plan update process: WIFIA loan status and potential impacts from proposed changes to SWFWMD funding structure (Information Only)

Robert Beltran (TeamOne) explained the need to consider a post-process for making updates to the Business Plan. He stated several factors impacted the Business Plan throughout the year but the question was how often it should be adjusted. Mr. Beltran then described the three major elements (demand, costs and grants) that impacted the Business Plan. Finally, he presented the proposed process in cooperation with the funding work group and other members. [slides]

Chair Lindsey remarked as elected officials and policy makers we rely on our respective staff and Technical Advisory Committee to make sure the technical information comes together into consolidated information.

Mr. Beltran added he wanted to provide an update on the WIFIA loan since it was a major part of the Business Plan. Preliminary term sheets had been received from WIFIA and they asked us to address increasing our financial plan interest rates. He noted this was one of many factors that might impact the Business Plan and how different elements could change future payments. Mr. Beltran then reviewed the impact of deferring the interest rate costs from 2023 to 2024. He then reminded members of the Water Management District letter stating they would like to extend their repayment to the PRWC beyond the original construction schedule. A response letter was sent asking them to consider the differences between Polk Regional Water Cooperative and some of their established regional water supply authorities. Mr. Beltran stated this change to extend their repayment by three years added an initial

estimated interest expense of around \$15.2M. He noted the letter had suggested several ways to mitigate some of the costs. [slides]

Commissioner Githens asked if the time gap between June 2021 when the application was submitted to December 2022 when the request for information came was common.

Mr. Beltran replied WIFIA was a federal loan process and a relatively new loan program (five – six years old) with a lot of paperwork. There was some design work that had to be finished before providing all the information they requested. They have worked with us to speed the process along but he could not say if the timeline was common.

Commissioner Githens asked if that met our timeframe for funding.

Mr. Beltran responded the Business Plan was in line with the spend plan which had everything in line and operational by 2027. The only delays would be interest rates and economic environmental changes.

Mr. Birdsong asked if the construction timeframe was extended what solutions would there be for municipalities that needed the water supply.

Mr. Beltran replied we would have to work with the Water Management District on temporary allocations or something to allow use of your wells to meet demand until the AWS was online.

Chair Lindsey added temporary permit modifications would be the last resort. The other two regional systems have been in existence for years and had the opportunity to build reserve to bridge the gap. He has already spoken with Mr. Hall and has a call into Ms. Barnett who both represent us on the board to ask them to consider our request.

Recess Regular Board of Directors Meeting / Commence Combined Projects Board of Directors Meeting at 2:35 P.M.

G. Combined Project Board of Directors Items

G.1. Adopt Resolution No. 2023-01 and approval of an Amendment to existing State Revolving Fund (SRF) Planning Loan DW532000 (ACTION ITEM)

Tom Mattiacci (Consultant) reviewed the amendment to the planning loan associated with costs for TPW #2 and TWP #3 which was requested by the District in their third-party review. He informed participating members that the guarantee agreements should arrive the following week. Mr. Mattiacci also provided the amount of the amendment and interest rate.

Chair Lindsey asked Mr. Mattiacci if he had been in contact with the respective attorneys or city or county managers for them to know this was coming.

Mr. Mattiacci replied they should know but when they receive it they could contact him if they have questions or need additional information.

Chair Lindsey clarified that the resolution was approval by this board requesting each member to sign the necessary guarantee and documents associated.

Mr. Mattiacci explained the SRF amendment was needed for the test wells. The guarantee agreements were updates to the guarantee agreements that members had already signed.

Motion to approve Resolution 2023-01 for the Amendment to the existing SRF Loan DW532000 made by Commissioner Githens, seconded by Vice Chair Mutz. Motion was unanimously approved.

Recess Combined Projects Board of Directors Meeting / Commence Southeast Wellfield Board of Directors Meeting at 2:38 P.M.

H. Southeast Wellfield Project Board of Directors Items

H.1. Adopt Resolution 2023-02 to approve the Revolving Line of Credit (LOC) Agreement with Wells Fargo Bank (ACTION ITEM)

Executive Director DeHaven introduced Julie Santamaria who was presenting the item and Michael Weiner with Holland & Knight who would assist with any questions. He added that Carrie Palmer would be routing a “no conflict” form to be executed by each member present. Members with questions on the form could ask him or Ms. Santamaria.

Julie Santamaria (RBC Capital Markets) reviewed the existing cooperative LOC set to mature in May 2023. A plan to issue a new revolving LOC was previously discussed in November 2022. The lowest costs based on assumptions came from Wells Fargo. She then presented the analysis summary on costs. Ms. Santamaria stated that the new LOC documents were ready for Board approval. [slides]

Michael Weiner (Holland & Knight) explained the availability of taxable and non-taxable draws in the new LOC's. [slide]

Motion to approve Resolution 2023-02 for Revolving LOC with Wells Fargo made by Vice Chair Mutz, seconded by Vice Mayor Cowie. Motion was unanimously approved.

H.2. Adopt Resolution 2023-03 and Approval of an Amendment to the State Revolving Fund (SRF) loan DW532001 for the Southeast Wellfield (ACTION ITEM)

Mr. Beltran stated this item was approved by the board already when the original design loan was presented which included the amendment presented today. The reason for presenting it today was that some acceleration language was removed to

align it with the Master Bond Resolution. Additionally, this was needed to cover the 60% and 90% design of the Southeast Wellfield. The total amount could not be taken all at one time due to the SRF annual cap along with some additional loans. The addendum was for the additional funding which brought the total to \$21,906,290. SRF has been an appealing funding source and maintained the existing 1.64% over the 10-year term with this addendum. [slide]

Commissioner Githens questioned if the SRF cap was \$20M and we were over \$21M how that worked.

Mr. Beltran replied the amount of funding needed for SRF in accordance with the Business Plan overall was \$21,906,290. That should be all the funds needed assuming the other funding sources come together.

Commissioner Githens asked how long the loan was in effect.

Mr. Beltran responded the loan was in effect until funds were used and then it had a 10-year payoff cycle.

Commissioner Githens asked if once we got to the \$20M it would stop.

Mr. Beltran answered for the SRF yes – then the other funding sources would kick in to supplement the costs.

Motion to approve Resolution 2023-03 for the Amendment to the existing SRF design loan made by Vice Chair Mutz, seconded by Commissioner Githens. Motion was unanimously approved.

H.3. Approval of the Transfer Agreement between Polk Regional Water Cooperative (PRWC) and Polk County (ACTION ITEM)

Ed de la Parte (PRWC legal counsel) explained that the Southeast Wellfield project was started by Polk County. They applied for and obtained the water use permit (WUP) from the South Florida Water Management District. Polk County also owns the proposed site of the water treatment plant and two additional well sites where temporary production wells were collecting data. The Southeast Wellfield Implementation Agreement contemplated that the permits and these properties would be transferred to the Polk Regional Water Cooperative. The payment amount was stated in Exhibit A of the agreement. A transfer agreement has been negotiated in cooperation with the Polk County attorney's office for the properties and associated rights necessary to transfer the WUP to the cooperative. The money may temporarily come out of the LOC but will eventually be paid with Heartland Grant funds thus member's rates would not be impacted. [slides]

Chair Lindsey asked if these were the first capital asset acquired by the cooperative.

Mr. de la Parte replied they were and the next would be a property the City of Lakeland owns.

Chair Lindsey added then the right of ways will follow.

Mr. de la Parte said that was correct. Then later this year the transmission line right of ways will be acquired and there will be resolutions for consideration in the March 2023 meeting.

Mayor West asked if the money would come out all at once or over time from grant funding.

Mr. de la Parte replied it would come out of grant funding in one installment.

Motion to approve transfer agreement between PRWC and Polk County made by Mayor Pro-Tem Birdsong, seconded by Mayor West. Motion was unanimously approved.

H.4. Status of pipeline design and approval of final points of connection for the Southeast Transmission Project (ACTION ITEM)

Executive Director DeHaven introduced Doug Jones with TeamOne/Chastain-Skillman who had done a lot of the work on the transmission line. Mr. Jones would be providing a status on the pipeline design. Then Mark Addison would discuss the points of connection (POC) between the PRWC and each member to confirm everyone was satisfied with the POC.

Doug Jones (TeamOne/Chastain-Skillman) explained that for the last six months various route options had been studied to determine alternative routes and the best routes for the pipeline. This was coordinated with member's technical staff, with developers (looking at both current and future planned developments) and in coordination with the transportation agencies for any improvements coming along the right of ways. Mr. Jones noted the project would be divided into 10 design packages to make it more manageable for the design team. Additionally, the smaller packages also gave local contractors the opportunity to bid on the projects. He anticipated delivering the 60% design packages to TAC for review by the end of January through April 2023. The entire route survey for most of the area was approximately 95% complete with only a section of the Northern area at 85% complete. Mr. Jones presented and discussed each segment providing details on their status and which areas had been prioritized for land acquisition. [slides]

Mayor West asked if city or municipality would have to vacate some right of ways for this design.

Mr. Jones replied no – existing right of ways would be utilized. However, there were areas where easements would be needed through private properties.

Executive Director DeHaven reminded members that in September 2022 a Land Acquisition Executive Committee was established. This committee was created to deal with proposals for payment to landowners who wanted to work with the PWRC. The committee will need to start meeting in earnest around March – April 2023. He discussed several items that would be coming in the March 2023 meeting including some possible resolutions. Also, the website was provided as a resource for questions on the pipeline and literature to aid staff in answering questions would be coming.

Chair Lindsey stated as part of that process there would be public hearings.

Executive Director DeHaven responded that there would be public hearings, especially on the smaller packages of land acquisition. Discussions with our eminent domain attorney led to the decision to first focus on the properties coming out of the water plant transmission area. Negotiations will start with those landowners as well as the eminent domain process to have it on the docket and become accustomed to the process.

Commission Githens asked how long it would take for the 66 miles of pipeline to be in place.

Mark Addison (SEWF Project Manager) replied the construction timeline would be approximately 24 months but as Mr. Jones mentioned it was broken up into different design packages. The process of identifying the construction packages had begun with the CMAR which should be six or seven total packages. There will be prioritization for construction but the goal was still to complete all 66 miles in 24 months.

Chair Lindsey remarked so while there was a critical path, several projects could be going on simultaneously.

Mr. Addison responded there would be several sections under construction simultaneously. Adding, that Phase I was for 7.5 MGD but it was designed to carry 15 MGD and with certain upgrades it could carry more.

Commission Githens asked for the size of the pipe.

Mr. Addison replied the transmission system ranges from 42" down to 12" pipe. The vast majority of the pipeline was 42, 36 and 30 inches in diameter. He then addressed the final POC for the Southeast Transmission (SETM) project and listed how members POC's were identified. Mr. Addison stated that detailed maps of the POC were included in the agenda packet. He wanted it noted that POC for individual members could be modified at a later date through action of the board if needed. Also, he reminded members to include funding in their upcoming CIP budgets for the receiving facilities that were required to receive the water at the POC. Finally, since the West Polk project was one year behind the Southeast project an agenda item would be presented recommending the deadline to identify POC for West Polk be deferred to January 1, 2024. [slides]

Motion to approve final points of connection for the Southeast Transmission Project made by Commissioner Githens, seconded by Vice Mayor Cowie. Motion was unanimously approved.

Recess Southeast Wellfield Board of Directors Meeting / Commence West Polk Board of Directors Meeting at 3:06 P.M.

I. West Polk Wellfield Project Board of Directors Items

- I.1. Adopt Resolution 2023-02 to approve the Revolving Line of Credit (LOC) Agreement with Wells Fargo Bank (ACTION ITEM)

Executive Director DeHaven stated this was the item Ms. Santamaria and Mr. Weiner presented earlier so unless the board had questions a motion could be made.

Motion to approve Resolution 2023-02 made by Mayor Pro-Tem Birdsong, seconded by Commissioner Githens. Motion was unanimously approved.

- I.2. Adopt Resolution 2023-04 and approval of the State Revolving Fund (SRF) loan DW532002 for the West Polk Wellfield final design (ACTION ITEM)

Mr. Beltran explained the loan and that its terms were 1.78% interest over a 10-year period. He then summarized that approximately \$50M was coming from the SRF program for loans (DW532000, DW53201 & DW532002). He then stated these provided favorable terms and were built into the Business Plan and all the calculations presented. [slide]

Motion to approve Resolution 2023-04 made by Mayor Pro-Tem Birdsong, seconded by Commissioner Githens. Motion was unanimously approved.

- I.3. Approve the SWFWMD Cooperative Funding Agreement for the West Polk LFA Project (ACTION ITEM)

Mr. Mattiacci presented a summary of the cooperative funding initiation, project costs and District share. [slides]

Motion to approve the SWFWMD Cooperative Funding Agreement made by Vice Mayor Cowie, seconded by Commissioner Githens. Motion was unanimously approved.

- I.4. Approval to defer the determination of final points of connection for the West Polk Project (ACTION ITEM)

Executive Director DeHaven stated Mr. Addison previously discussed deferral of the final points of connection (POC) for West Polk when presenting the Southeast project. The determination for final POC would be deferred for one year to January 1, 2024.

Motion to approve deferring the final points of connection for West Polk Project made by Chairman Lindsey, seconded by Mayor Pro-Tem Birdsong. Motion was unanimously approved.

Recess West Polk Board of Directors Meeting / Commence Regular Board of Directors Meeting at 3:12 P.M.

J. Open Discussion

Mr. de la Parte stated we always notice board meetings as both board meetings and workshops so if we are not taking votes we can go forward.

Mayor West asked when the next scheduled meeting was since March 15th was Polk County days in Tallahassee.

Executive Director DeHaven replied that was recognized at the last meeting and the date was moved to March 22nd. He added, given the issues with the quorum today he would be contacting members to determine who planned to attend.

Mayor Kehoe stated he recommended sending emails with accept or decline responses so they could be registered.

Executive Director DeHaven replied that would be explored.

Chair Lindsey added Mr. Kehoe was right if an invitation was sent then there would be a record of the responses.

Mayor West asked if the cities/municipalities were responsible for making public notification of construction or if that would be handled by the PRWC.

Chair Lindsey replied the PRWC would along with announcing and hosting the public hearings.

Executive Director DeHaven stated the first public hearings were anticipated to be before the March meeting on the properties that begin the process.

Mayor Kehoe suggested that page numbers be added to the agenda.

Executive Director DeHaven responded that making it a searchable PDF would also be a recommendation.

Chair Lindsey added at least identify the pages numbers to direct members to that item.

Executive Director DeHaven thanked Polk County for the use of iPads for the meeting.

Chair Lindsey asked if more than the eight or nine iPads provided were needed.

Executive Director DeHaven replied more could be provided for future meetings.

K. Chair / Executive Director Comments

Executive Director DeHaven stated the Heartland Headwaters Act was passed in 2017 with the goal of prioritizing funding for the management and protection of regional water resources specifically in Polk County. The PRWC generates a yearly report where local governments identified and prioritized the most needed water resource protection water supply and wastewater projects. Since the Heartland Headwaters Act passed nearly \$30M in support has been received for individual member's projects and PRWC projects. He noted that the 2023-2024 request included \$7.1M for the Southeast and \$1.7M for West Polk Wellfield projects. He explained that every member shared a direct benefit in the form of reduced future costs for these projects. He requested that members work with their Polk County legislative delegations in support of this year's request and co-sponsor a bill seeking a reoccurring \$20M annual revenue from the land acquisition trust fund. This would place the headwaters of the regions six major rivers on an even footing with projects such as the Everglades Restoration, Springs Protection and Beach Renourishment. He reminded members that this support would ultimately reduce the cost of water to their citizens.

Next he updated members on the Southeast Wellfield injection well #1 bid. This injection well would take the reverse osmosis brine waste from the process and inject it deep into the ground below the aquifer systems. Bids were received on December 14, 2022 but only one bid from Youngquist Brothers for \$18.9M was received. The current Business Plan budget was \$16.3M. The bid was discussed extensive internally and given the current economic conditions and challenges drilling this well the amount seemed reasonable. The bid also included a \$725,000 contingency. The plan was to bring this item to the March BOD meeting to request a contract with Youngquist Brothers be executed assuming contract negotiations go well.

The last item to mention was we moved forward with the third-party operator bid. Qualifications for third-party operators for both Southeast and West Polk Wellfield projects were requested in the July 2022 meeting. Bids were received on December 24, 2022 and two RFQ packages (one from Veolia and one US Water Acciona) was received. The US Water/Acciona package was a combined bid from the two companies. A selection committee meeting will be publicly noticed to decide the next steps in the process. He anticipated this item being presented in either the March or May 2023 BOD meetings.

Finally, following the meeting there were a number of financial documents approved today that need to be signed.

L. Adjournment

Board meeting adjourned by Chair Lindsey at 3:20 P.M.



Polk County
Polk Regional Water Cooperative

Agenda Item E.3.

3/22/2023

SUBJECT

Approve the Amendment to FDEP Grant Agreement LPA0212-1A, adding Heartland Headwaters and Sustainability Act Funds - Action Item

DESCRIPTION

The Heartland Headwaters Protection and Sustainability Act passed in 2017 recognizes Polk County’s vital importance to the economic and ecological health of the surrounding regions. The act indicates that partnerships between regional water supply authorities and local governments is in the state interest, and that funding for projects that restore and protect the state’s resources should be a priority.

The Act requires that the PRWC submit reports annually discussing the progress of water resources projects and allows for annual requests to fund them. Agreement LPA0212 was approved by this board in July of 2022 and included \$7,122,052 allocated during the 2019 and 2021 legislative sessions for both PRWC and member projects. Under separate agreements between the PRWC and members, funds are funneled to individual member projects.

The Florida Legislature allocated another \$20,000,000 in 2022 to the PRWC and its member governments, of which \$6,983,937 was allocated to the Southeast and West Polk Wellfield projects. The remaining funds will be allocated to members directly by the FDEP through individual member agreements. In addition to adding funds to this agreement, Amendment 1 will modify select project scope elements to better reflect project needs and will extend the expiration date by one year to December 31, 2024.

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$14,105,988	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1657A, FY 19-20, GR	\$122,052
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1607A, FY 21-22, GR	\$7,000,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$6,983,936
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$14,105,988

RECOMMENDATION

Staff recommends that the board authorize the Executive Director to sign Amendment 1 to FDEP Standard Grant Agreement LPA0212 to enable additional funds to be allocated to the Southeast Wellfield Project, modifying select scope text to better match project needs, and extending the

expiration date by one year.

FISCAL IMPACT

Execution of this grant agreement will enable PRWC to apply an additional \$6,983,936 for the purpose of land acquisition.

CONTACT INFORMATION

Mary Thomas

**AMENDMENT NO. 1
TO AGREEMENT NO. LPA0212
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
POLK REGIONAL WATER COOPERATIVE**

This Amendment to Agreement No. LPA0212 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Polk Regional Water Cooperative (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability (Project), effective July 28, 2022; and,

WHEREAS, \$6,983,936 in additional funding for this Project is provided under Line Item 1665A of the 2022-2023 General Appropriations Act; and the total funding for this Agreement is now \$14,105,988; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1665A of the 2022-2023 General Appropriations Act begins on July 1, 2022; and,

WHEREAS, the Grantee has requested a reallocation of the project budget; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, the parties have agreed to add the Southeast Wellfield Lower Floridan Aquifer Project to the Agreement; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2024. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$14,105,988	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1657A, FY 19-20, GR	\$122,052
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1607A, FY 21-22, GR	\$7,000,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$6,983,936
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$14,105,988

3. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.

5. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.

6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

POLK REGIONAL WATER COOPERATIVE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Eric DeHaven, Executive Director
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Gabby Vega-Molnar, DEP Grant Manager

Zach Easton, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements

**ATTACHMENT 3-1
REVISED GRANT WORK PLAN**

PROJECT TITLE: Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability

PROJECT LOCATION: The Project will be located within the service areas of the Polk Regional Water Cooperative (PRWC) (Grantee). The PRWC is made up of Polk County and 15 municipalities. The County seat is located in Bartow, Florida; with an approximate Lat/Long of 27.8940, -81.8512.

PROJECT BACKGROUND: In 2017, the Florida Legislature passed HB 573, better known as the Heartland Headwaters Protection and Sustainability Act (Chapter No. 2017-111, Laws of Florida). The Act statutorily recognizes the vital importance of those portions of the Green Swamp Area of Critical State Concern that lie within the jurisdictional bounds of Polk and Lake counties and designates Polk County's aquifers as the headwaters for six of Florida's major rivers: the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers. Furthermore, it acknowledges the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions. The Act declared that fostering partnerships between Regional Water Supply Authorities (RWSA) and local governments is in the state's interest.

For the purposes of fostering such partnerships, the Act requires that the PRWC prepare annual comprehensive reports listing projects that are needed to protect and restore the region's water resources, so that they may be considered for state funding. These funds were awarded to PRWC (Grantee); the following entities will work in conjunction with the Grantee on this project: Polk City, City of Eagle Lake, City of Winter Haven, City of Frostproof, Polk County.

Project No. 1 - PRWC West Polk Wellfield Lower Floridan Aquifer Project

PROJECT BACKGROUND: In order to meet growing water demands, the PRWC determined that multiple projects would be required to meet future demands. The West Polk project, which would utilize the deep, lower Floridan, brackish aquifer as a source, would serve as one project which could help meet demands in western Polk County. Use of the lower Floridan as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will complete a well testing program and designs for a reverse osmosis treatment facility and associated piping to serve numerous communities in western Polk County. This Project includes acquisition of land for the testing and the construction of the raw water wellfield. This project also includes acquisition of land for the water production facility, injection wells, and pipeline alignments. Legal fees may also be incurred as a part of this process.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project

PROJECT BACKGROUND: Lake McLeod and Eagle Lake exist within the Peace Creek Watershed, in which there is a TMDL for fecal coliform. The City of Eagle Lake plans to replace two wastewater pumping stations to prevent failures which have the potential to overflow sewage into the lakes.

PROJECT DESCRIPTION: The Grantee will complete the construction plan revision, bid document revisions, bidding and contractor selection, and the construction of two wastewater pumping stations and installation of emergency generators to replace aging existing pumping stations, one located at a park near Eagle Lake and one located in a low elevation area adjacent to Lake McLeod.

Project No. 3 - Winter Haven Septic to Sewer Program

PROJECT BACKGROUND: Nearly half of the 50 lakes in Winter Haven are on the impaired list for water quality due in part to septic tank loading. The City of Winter Haven serves a population of approximately 74,675, which includes 14,070 residences that are on septic systems. This project will design, permit and construct the first remediation area from the priority list identified in the Septic to Sewer Master Plan completed in January 2021. The Septic to Sewer Master Plan prioritizes and will subsequently eliminate some of the septic tank discharges by converting septic tanks to central sewer in a very high recharge area. The City of Winter Haven has completed a Septic to Sewer Master Plan in January 2021 which recommends priority areas for the conversion to sewer.

PROJECT DESCRIPTION: The Grantee will complete the design, permitting, and bidding services for a new public collection system, as well as on-site private septic system evaluations, connections to the new collection system, and septic tank decommissioning for approximately 125 residential and commercial accounts around East Lake Hartridge and US 17. They will also complete the construction of the collection system within the right-of-way in Remediation Area 6A and Boggy Bottom Area.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 4 - Frostproof Wastewater System Upgrades

PROJECT BACKGROUND: The City of Frostproof has prepared 90% design plans and technical specifications for the planned construction of a pretreatment/headworks system at its wastewater treatment plant. The City is also in the process of designing the expansion of its rapid infiltration basin (RIB) system for effluent disposal.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of all components for the headworks, including the control panel, screen, compactor, grit system, stairs/walkway sensor, delivery, startup, training, permitting, and construction administration, as well as the design and construction of a rapid infiltration basin expansion and emergency generators for the lift station.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 5 - Winter Haven ASR Wellfield

PROJECT BACKGROUND: The Winter Haven area is the headwaters for the Peace River which flows to Charlotte Harbor. This project is part of a larger One Water Master Plan to create green infrastructure projects, which provide water supply, water quality, flooding and natural system restoration. This project involves the design and construction of an aquifer storage and recovery (ASR) wellfield which would take excess surface water flow during flood events, store it in the lower Floridan aquifer, and then recover the water during drought events.

PROJECT DESCRIPTION: The Grantee will complete the design and construction of a roughly 1.5 MGD ASR well system to store excess water from the Peace Creek System for beneficial use, including a report on the Flow and Water Quality Data Summary and Analysis of available water sources and quantities and characterize water quality to determine treatment requirements, local hydrogeology, area features, and regulatory reviews, and well options screening evaluations.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 6 - Polk County AWS Receiving Facilities

PROJECT BACKGROUND: Polk County is a member of the PRWC and will receive regional alternative water supplies from the PRWC via the Southeast Wellfield Project. Polk County must design and construct a receiving station to facilitate the re-pumping to an AWS system in its Northeast Regional Utility Service Area (NERUSA).

PROJECT DESCRIPTION: The Grantee will complete the design of an alternative water supply storage and repump facility. The station will include an approximately 1 MGD storage tank, pumps, chemical feed, electrical equipment, generator, and associated equipment. This project includes land acquisition, designs, and permitting for the new facility.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

Project No. 7 - Southeast Wellfield Lower Floridian Aquifer Project

PROJECT BACKGROUND: The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower Floridian, brackish aquifer as a source. Use of the lower Floridian as a water supply is thought to be protective of the region's sensitive natural resources.

PROJECT DESCRIPTION: The Grantee will acquire property or right of way for a 15 MGD reverse osmosis treatment facility, approximately 66 miles of transmission piping, and approximately 10 miles of raw water main and associated raw water wells. Legal fees may also be incurred as a part of this process.

TASKS: All documentation will be submitted electronically unless otherwise indicated.

Task 1: Land Acquisition

Deliverables: The Grantee will acquire fee simple or less-than-fee simple interest on properties within the service areas of the PRWC. Costs related to pre-acquisition and acquisition will be reimbursable. The property interests will be held by Polk County, to be transferred by the Grantee after the acquisition is complete. The Grantee will complete the following:

- Project 1: Land acquisition of the raw water wells, wastewater plant, and pipeline for a 2.5 MGD facility.
- Project 6: Land acquisition for an alternative water supply storage and repump facility.
- Project 7: Land acquisition for a wastewater treatment facility, pipeline, and raw water wells for a 15 MGD facility.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

Task 2: Preconstruction Activities

Deliverables: The Grantee will complete the following:

- Project 2: Design of the Eagle Lake wastewater pumping station and FDEP permit renewal.
- Project 3: Design of the Winter Haven Area 6A and Boggy Bottom Area public collection system.
- Project 4: Design of an expansion of Frostproof's rapid infiltration basin (RIB) system for effluent disposal.
- Project 5: Evaluation of the flow and water quality characteristics for the Winter Haven ASR wellfield.
- Project 6: Preliminary design report and design of the Polk County AWS receiving facilities.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of preconstruction activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities. The Grantee will also submit the following:

- Project 2: Construction plans and renewed permit for the Eagle Lake wastewater pumping station.
- Project 3: Construction plans for the 6A and Boggy Bottom Area public collection system.
- Project 4: Construction plans for a pretreatment/headworks system.
- Project 5: Draft and final summary memoranda of the flow and water quality characteristics, local hydrogeology, and well options; Class V well construction permit application.
- Project 6: Preliminary design report, 60% design documents, 90% design documents for the Polk County AWS receiving facilities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Bidding and Contractor Selection

Deliverables: The Grantee will complete the following:

- Project 2: Bidding documents for the Eagle Lake wastewater pump station.
- Project 4: City of Frostproof bidding documents for the headworks and RIB improvements.
- Project 6: Polk County AWS receiving facility bid documents.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the following items in accordance with the construction contract documents.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.

Documentation: The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$122,052 ¹	07/01/2019	06/30/2024
			\$1,477,557	07/01/2021	06/30/2024
			\$6,983,936	07/01/2022	06/30/2024
2	Preconstruction Activities	Contractual Services	\$730,268	07/01/2021	06/30/2024
3	Bidding and Contractor Selection	Contractual Services	\$400,000	07/01/2021	06/30/2024
4	Construction	Contractual Services	\$4,227,175	07/01/2021	06/30/2024
		Miscellaneous/ Other Expenses	\$165,000	07/01/2021	06/30/2024
Total:			\$14,105,988		

¹\$122,052 of funding provided under Line Item 1657A of the FY19-20 General Appropriations Act will go toward Land Acquisition for Project 1. The remaining funding in this Task may go toward Land Acquisition for Projects 1, 6, or 7.

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5-1

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-1

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects	\$122,052	140047
Original Agreement	Florida Department of Environmental Protection	2021-2022	37.039	Statewide Surface Restoration and Wastewater Projects	\$7,000,000	140047
Amendment No. 1	Florida Department of Environmental Protection	2022-2023	37.039	Statewide Surface Restoration and Wastewater Projects	\$6,983,936	140047

Total Award	\$14,105,988	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.



Polk County
Polk Regional Water Cooperative

Agenda Item E.4.

3/22/2023

SUBJECT

Approve the Amendment to SWFWMD Grant Agreement 17CF0000846 (N882) for West Polk Wellfield - Action Item

DESCRIPTION

The PRWC entered into an agreement in July 2017 with the Southwest Florida Water Management District (SWFWMD) for the design, permitting and construction of a Lower Floridan aquifer test/production well and the conceptual and preliminary design of the West Polk Wellfield water production facility and transmission mains. Through the course of the project, the agreement has been amended several times to accommodate schedule and budget adjustments among different tasks which have not increased the overall schedule and budget. The parties now wish to extend the the agreement schedule to allow additional time to complete the project - specifically to complete the Water Use Permit process with no adjustment to the overall budget.

The Water Use Permit request has been submitted to the District and staff have responded to District requests for additional information. The new contract expiration date is December 31, 2023 and staff expect the permit process to be complete well before that date.

RECOMMENDATION

Approve the amendment to the SWFWMD grant agreement 17CF0000846 (N882) for the West Polk Project.

FISCAL IMPACT

The total contract cost is \$8,940,734 with the SWFWMD providing \$4,470,367 of this cost (which has already been committed). There are no additional costs associated with this amendment.

CONTACT INFORMATION

Eric DeHaven

Katie Gierok

FOURTH AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
WEST POLK COUNTY LOWER AQUIFER DEEP WELLS (N882)

This FOURTH AMENDMENT effective upon execution by both parties, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida having an address of 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective July 1, 2017, as amended, July 8, 2019, April 28, 2020 and December 21, 2021 (Agreement No. 17CF0000846) that expired on December 31, 2022, hereinafter referred to as the "Existing Agreement," for the design, permitting and construction of a Lower Floridan aquifer (LFA) test/production well and necessary monitoring/observation wells, aquifer yield and water quality testing, pilot testing, and the conceptual and preliminary (30%) design of an estimated 15 mgd wellfield, water treatment facility (WTF), concentrate disposal well(s) and finished water regional transmission systems, and preliminary rate analysis; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the DISTRICT'S Contract Manager, extend the contract period, modify the Project Schedule, and update contract language applicable to the DISTRICT'S cooperatively funded projects.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree to amend the Existing Agreement as follows:

1. Except as otherwise provided herein, the terms, covenants, and conditions of the Existing Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties.
2. The Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Contract Manager with John Ferguson.
3. Subparagraph 4 of the Funding Paragraph is hereby replaced in its entirety with the following

Unless otherwise provided in the Project Plan, any state or federal appropriations or grant funds received by the COOPERATOR for the PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall

provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for the PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

4. Subparagraph 10 of the Funding Paragraph is hereby replaced in its entirety with the following

Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 17CF0000846), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures."

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

"The Cooperator received a total of \$__ in federal and state appropriations or grant monies for the Project and \$__ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$__ / \$__ respectively."

5. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2022 to December 31, 2023.
6. The Project Schedule section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
1. Project Administration	7/1/2017	12/31/2022
2. Production Test Well Study		
2.1. Well Design, Permitting, and Bidding	10/1/2017	5/31/2018
2.2. Well Construction	10/1/2017	2/28/2020
2.3. Aquifer Performance Testing	10/1/2017	2/28/2020
2.4. Water Quality and Yield Analysis	10/1/2017	12/31/2021
2.5. Obtain Water Use Permit	10/1/2017	07/31/2023
3. Conceptual Design Reports		
3.1 Regional Transmission System	10/1/2017	6/19/2020
3.2 Water Treatment Facility	10/1/2017	6/19/2020

4. Third Party Review of Production Test Well Study and Conceptual Design	3/21/2020	5/20/2020
5. Pilot Treatment Testing	6/1/2019	9/30/2020
6. Preliminary (30%) Design Reports		
6.1 Regional Transmission System	10/20/2019	10/31/2022
6.2 Water Treatment Facility	10/20/2019	10/31/2022
7. Preliminary Water Rate Analysis	7/20/2019	7/31/2023
8. Third Party Review of Preliminary Design	7/1/2021	9/30/2021
9. Quarterly Progress Reports	4/28/2021	7/31/2023
10. Final Certificate of Completion	10/31/2021	7/31/2023

Additional tasks deadlines contained in the performance schedules of the consultant contract will be incorporated herein by reference.

- The terms, covenants and conditions set forth in the Existing Agreement that have not been specifically amended herein, will continue in existence, are hereby ratified, approved and confirmed, and will remain binding upon the parties hereto.

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this FOURTH AMENDMENT on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____ Date
Jay Hoecker, PMP
Bureau Chief, Water Resources

POLK REGIONAL WATER COOPERATIVE

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

FOURTH AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
WEST POLK COUNTY LOWER AQUIFER DEEP WELLS (N882)



Polk County
Polk Regional Water Cooperative

Agenda Item E.5.

3/22/2023

SUBJECT

Approve an Agreement with second Eminent Domain Counsel for the Southeast Wellfield Project - Action Item

DESCRIPTION

Phase 1 of the Southeast Wellfield Project will consist of a 7.5 MGD reverse osmosis treatment facility, raw water wellfield, injection well(s), and transmission pipeline. The raw water wellfield alignment will include approximately 10 miles of pipeline and the finished water transmission pipeline will cover approximately 60 miles.

To complete construction of the raw and finished water pipelines, a significant number of easements will be required. It is currently estimated that easements will be required over 329 parcels. The PRWC has retained a right-of-way/easement acquisition firm (American Acquisition) as a part of TeamOne to assist in the appraisal and acquisition of the required easements.

At the July 13, 2022 Board of Directors meeting, the Board approved an agreement with Peterson & Myers to assist in the easement acquisition process; specifically for eminent domain services. It is expected that the PRWC will need to exercise its eminent domain authority to acquire some of the necessary easements. As the project has progressed further into the easement acquisition process, it has become apparent that the PRWC will require the services of a second eminent domain attorney. This is primarily driven by potential conflict of interest scenarios where Peterson & Myers already has a long-standing relationship with landowners located along the transmission line route.

After requesting and reviewing information from several law firms, PRWC staff recommend that the Policastro Law Group, LLC be retained to provide additional eminent domain counsel support to the PRWC.

RECOMMENDATION

Approve the representation agreement between the PRWC and Policastro Law Group, LLC and authorize the PRWC legal advisor Edward de la Parte to execute the representation agreement on its behalf.

FISCAL IMPACT

The cost associated with this agreement will be paid by the PRWC from Southeast Wellfield Project funding sources.

CONTACT INFORMATION

Ed de la Parte

OUTSIDE COUNSEL AGREEMENT

THIS AGREEMENT is made this ____ day of March, 2023, by and between **POLK REGIONAL WATER COOPERATIVE (PRWC)**, and **POLICASTRO LAW GROUP, LLC.** (“Outside Counsel”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree to the following:

1. Outside counsel is hired to provide eminent domain legal services on behalf of PRWC. Outside counsel shall be committed to the goal of delivering high quality legal services in an efficient and cost effective manner. Outside Counsel will not be compensated for time or expenses which are excessive, duplicative, or inappropriate for the particular task.
2. Fees shall reflect PRWC’s status as a preferred client. Outside Counsel may not bill more than **\$295.00 per hour** for Anthony Policastro or **\$250.00 per hour** for Eric Ryder. Hourly rates are expected to compensate outside counsel for all standard day to day administrative, overhead and internal expenses.
3. PRWC expects all outside counsel to conform to the highest ethical standards and professionalism at all times. Potential conflicts of interest should be discussed with PRWC prior to accepting such other engagement. Outside counsel agrees not to accept engagement by others that poses a potential or actual conflict in the absence of PRWC’s waiver in writing.
4. The primary attorney for the eminent domain work is Anthony Policastro. A previously approved primary attorney may not be changed without PRWC’s approval.
5. As and when requested, Outside Counsel shall provide evaluations regarding proposed strategy, scope of the work, potential outcomes, settlement options, fee and cost budget estimates.
6. Outside Counsel may only engage additional attorneys within Outside Counsel’s firm when necessary to accomplish the representation in an efficient and cost effective manner. Routine meetings, depositions, or court proceedings should be handled efficiently and without duplication of effort. Before using a second attorney for a jury trial or other more challenging legal work the approval of PRWC shall be obtained.
7. Expenses in excess of **\$500.00**, extensive research projects, experts, or consultants must be approved by PRWC in advance. Outside Counsel should inquire if PRWC has resources available to defray costs and expenses.
8. Settlements should be encouraged and the prospects for settlements should be pursued and considered as early as possible. No matter may be settled without the consent of PRWC.

9. The use of PRWC personnel for support at trial should be scheduled with ample notice to the employees. Their appearance and time commitment should be scheduled during regular work hours and utilized in an efficient manner so as to minimize the time required away from their normal job duties. Notices to employees to be available for trial or deposition should be directed through PRWC staff.

10. Outside Counsel shall keep PRWC informed on the progress of Outside Counsel's representation even though Outside Counsel may be primarily interacting with other PRWC personnel. No petition, complaint, counter-claim, cross-claim, or a third party claim may be filed without PRWC's consent. Significant legal strategies shall be discussed with PRWC prior to implementation.

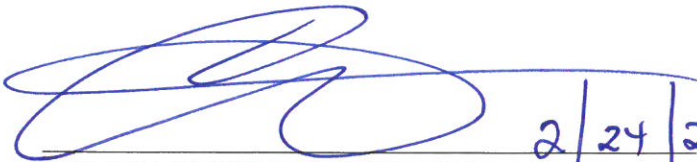
11. Invoices shall be rendered monthly if any charges have accrued during that period. Statements should typically be rendered within 10 days following the end of the month in which charges accrued. They should include the following:

- a. Identification of the matter;
- b. The period of time the invoice covers;
- c. A description of each task performed during the billing period on a daily basis, including the name of the person performing the task, the amount of time spent to the nearest one-tenth of an hour, and the billing rate for that person;
- d. The total hourly time by each individual lawyer expended with the hourly rate;
- e. Total amount of costs reimbursement; and
- f. Total.

POLK REGIONAL WATER COOPERATIVE

By _____ Date

Print Name and Title



ANTHONY POLICASTRO, ESQ.
POLICASTRO LAW GROUP, LLC

Date

2/24/23



Polk County
Polk Regional Water Cooperative

Agenda Item H.1.

3/22/2023

SUBJECT

Communication and Outreach Strategies for the Southeast Wellfield Project - Information Item

DESCRIPTION

The PRWC, through Valerin, the public relations outreach firm retained under the TeamOne contract, is implementing an outreach plan which creates PRWC branded educational materials and regularly provides information to the public and to project stakeholders. Additionally, Valerin is actively maintaining and evolving the PRWC website while monitoring ADA compliance. The Valerin team regularly responds to online and phone inquiries regarding the Southeast Wellfield project.

A major focus has been implementing multi-channel outreach that includes media, social media, and partners while also supporting the public outreach needs for water conservation initiatives. Most recently, the team facilitated two public hearings and will help implement upcoming public meetings to satisfy WIFIA and SRF requirements and ensure the public has ample opportunity for involvement.

A presentation will be provided to review the communication and outreach strategies being implemented. Additionally, information will be provided to assist PRWC members in responding to questions regarding the PRWC and the Southeast Wellfield Project.

RECOMMENDATION

This item is provided for the Boards information and no action is required.

FISCAL IMPACT

Public outreach is included as a part of the TeamOne contract so no additional costs will be incurred for this effort.

CONTACT INFORMATION

Andy Orrell

William Ciudad-Real

Eric DeHaven



Polk County
Polk Regional Water Cooperative

Agenda Item H.2.

3/22/2023

SUBJECT

Update on 60 percent design for the Southeast Wellfield Project - Information Item

DESCRIPTION

This will be a recurring agenda item to keep the Cooperative Board updated on progress related to the design, permitting and construction of the Southeast Wellfield Project. Staff will provide an overview of:

- 1) Production well construction;
- 2) Injection well construction;
- 3) Water production facility design;
- 4) Water transmission main design;
- 5) Land acquisition;
- 6) Permitting activities;
- 7) Other key activities as needed.

RECOMMENDATION

This is an information item, and no action is required.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Mark Addison

Mary Thomas

Eric DeHaven



Polk County
Polk Regional Water Cooperative

Agenda Item H.3.

3/22/2023

SUBJECT

Approve the Agreement with Youngquist Brothers Drilling LLC for Construction of Southeast Wellfield Injection Well #1 - Action Item

DESCRIPTION

The Preliminary Design Report (PDR) for the Southeast Wellfield Project identified underground injection as the only viable option for the disposal of concentrate water from the reverse osmosis (RO) process. The Southwest Florida Water Management District (SWFWMD) requires that the injection well be constructed prior to the water treatment plant to validate the feasibility of this disposal method. Therefore, construction of Injection Well #1 (IW-1) must commence in 2023 to maintain the project schedule.

On September 21, 2022, the PRWC Project Board authorized staff to publish an advertisement for a qualified well driller to construct IW-1 in support of the Southeast Wellfield Project. Subsequently, the Polk County Procurement Division (on behalf of the PRWC) advertised IW-1 for bid on November 7, 2022. On December 14, 2022, one (1) bid was received from Youngquist Brothers, Inc. in the amount of \$18,888,000. Youngquist Brothers, Inc. was subsequently determined to be responsive and qualified to construct the IW-1. SWFWMD Grant Agreement 20CF0003424 and the Water Infrastructure Finance and Innovation Act (WIFIA) loan will be utilized to fund the construction of the injection well.

RECOMMENDATION

Approve an Agreement with Youngquist Brothers, Inc. for the construction of Southeast Wellfield Injection Well #1.

FISCAL IMPACT

Fiscal impact in the amount of \$18,888,000.

CONTACT INFORMATION

Mark Addison

PART E –CONTRACT

This Contract is entered into as of the Effective Date (defined as the date approved by the Board of Directors and executed by the Chairman) between Polk Regional Water Cooperative, hereinafter known as the “Cooperative”, and Youngquist Brothers, LLC, their successors, executors, administrators, and assigns, hereinafter referred to as the “Contractor”.

WITNESSETH: Whereas the Contractor agrees with the Cooperative, for the consideration herein mentioned, and at their own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1.

NOW THEREFORE, the Cooperative and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor's Bid Submittal.

Article 2. Contract Price: The Contract price includes the total sum being \$18,888,000.00. This total contract price shall be reduced by the unused amount if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor's Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are hereby attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Cooperative. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 515 calendar days from the Start Date memorialized within the Notice to Proceed. The

Certificate of Substantial Completion shall be executed once Beneficial Occupancy has been reached. The Cooperative and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the Cooperative. Total days for this project are 545 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the Cooperative subject, however, to retention by the Cooperative of an amount equal to five percent (5%) of the payment in accordance with F.S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the Cooperative and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor, Cooperative, and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.

IN WITNESS THEREOF, the parties hereto have executed this Contract.

ATTEST:

COOPERATIVE: POLK REGIONAL
WATER COOPERATIVE

BY: _____

BY: _____

_____, CHAIRMAN
BOARD OF DIRECTORS

DATE SIGNED BY CHAIRMAN _____

Reviewed as to form and legal sufficiency

Cooperative Attorney's Office

Date

ATTEST:



Corporate Secretary *LLC Manager
President
Owner*

~~SEAL~~

CONTRACTOR: Youngquist Brothers, LLC

BY: _____


Authorized Corporate Officer or Individual
Harvey Youngquist, Jr.

(Printed or Typed Name of Signer)

LLC Manager & Vice President

(Printed or Typed Title of Signer)

15465 Pine Ridge Road, Fort Myers, FL 33908

(Business Address of Contractor)

239-489-4444

(Telephone Number)

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF Florida County OF Lee

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this 01/30/23 (Date) by Harvey Youngquist, Jr. (Name of officer or agent) as LLC Manager & Vice President (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this January 30th, 2023 (Date) Jean Henderson (Official Notary Signature and Notary Seal) Jean Henderson (Name of Notary typed, printed or stamped)

Commission Number GG291497 Commission Expiration Date February 25, 2023

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date)

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



Jean Henderson
COMMISSION # GG291497
EXPIRES: Feb. 25, 2023
Bonded Thru Action Notary

**STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE**

Issued to
Harvey B Youngquist Jr

License No. 11336. Expires 7/31/2023

DISTRICT CERTIFICATION OFFICER

**STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL**

RADIOACTIVE MATERIALS LICENSE

Pursuant to Chapter 64A, Florida Statutes, and Chapter 64E4, Florida Administrative Code (F.A.C.), and in reliance on statements and representations furnished to me by the licensee designated herein, a license is hereby issued authorizing such licensee to receive, possess, use and transfer the radioactive material designated herein and to use such radioactive material in accordance with the generally accepted good practices, regulations and codes of the state of Florida, Department of Health and in accordance with the specific conditions specified herein.

1. Licensee: YOUNGQUIST BROTHERS, LLC	2. License Number: 3348-1
3. Address: 18495 Pine Ridge Road Fort Myers, FL 33908	4. Expiration Date: 12/31/2025
5. Radioactive Material (Amount and container): 1 Checked Radio Physical Form	6. Container: 34(1)
A. Isotope: 131I	A. Solution: 131I in 0.1M NaOH
B. Authorized Use: To be used in a Probe Technology, Inc.; part number 050-F0405-000, 1-11/16" motorized detector tool for the performance of substance linear studies.	

- A. The authorized place of use and storage shall be temporary job sites of the licensee throughout the state of Florida. This condition does not prohibit use in other agreement states and states under the jurisdiction of the U.S. Nuclear Regulatory Commission (NRC) under machinery which has been approved by an agreement state or the NRC.

B. The authorized place of storage is the licensee's facility located at the address in item 2. and all temporary job sites.
- Failure to comply with the provisions of this license is a felony of the third degree pursuant to section 404.161, Florida Statutes. Also, violations may warrant an administrative fine of up to \$1,000.00 per violation per day, pursuant to section 404.162, Florida Statutes.

License Number: 3348-1
Amount: 18
Certified Number: 20211007-0987
License Copy Certified Copy
Category: (R-1)
Expiration Date: 12/31/2025
Page 1 of 2 Pages



Heidi S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1517864
EXPIRATION DATE: AUGUST 31, 2024
Always verify license online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Heidi S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD
THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: EC13004802
EXPIRATION DATE: AUGUST 31, 2024
Always verify license online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



EXHIBIT II: PERFORMANCE BOND

**FRONT PAGE
F.S. CHAPTER 255.05**

BOND NO.: EACX4028410

CONTRACTOR NAME: Youngquist Brothers, LLC

CONTRACTOR ADDRESS: 15465 Pine Ridge Road, Ft. Myers, FL 33908

CONTRACTOR PHONE NO: (239) 489-4444

SURETY COMPANY: Endurance Assurance Corporation
4 Manhattanville Road, Purchase, NY 10577
(914) 468-8000

OWNER NAME: Polk Regional Water Cooperative
OWNER ADDRESS: 330 W. Church St
Bartow, FL 33830
OWNER PHONE NO: (863) 248-7388

OBLIGEE NAME: (if _____
contracting entity is different
from the owner, the contracting
public entity)

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ 18,888,000.00

CONTRACT NUMBER: 22-641

GENERAL DESCRIPTION Furnish all labor, materials, supervision, equipment, and
OF PROJECT: incidentals necessary for the construction and testing of one
concentrate injection well and the completion of two monitor
wells for the Polk Regional Water Cooperative Southeast
Lower Floridan Aquifer Water Production Facility (SELFA
WPF).

PROJECT LOCATION: Southeast Lower Floridan Aquifer Water Production Facility
(SE LFAWPF), Southeast Polk County

EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Youngquist Brothers, LLC, as Principal, and Endurance Assurance Corporation, as Surety, located at 4 Manhattanville Road, Purchase, NY 10577, (Business Address) are held and firmly bound unto Polk Regional Water Cooperative, as Obligee in the sum of \$ 18,888,000.00 in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and Cooperative for construction of the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays Cooperative all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that Cooperative sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

Harvey Youngquist, Jr.
Witness

RJC
Witness

PRINCIPAL: Youngquist Brothers, LLC

BY: *[Signature]* (SEAL)
Authorized Signature (Principal)

Harvey Youngquist, Jr.
Printed Name

LLC Manager & Vice President
Title of Person Signing Above

ATTEST:

Melby Hoagland
Witness

Susan [Signature]
Witness

SURETY: Endurance Assurance Corporation
Printed Name

BY: *Theresa Hintzman* (SEAL)
Attorney in Fact

Theresa Hintzman
Printed Name

4 Manhattanville Road
Business Address

Purchase, NY 10577

EXHIBIT III: PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Youngquist Brothers, LLC, as Principal, and Endurance Assurance Corporation, as Surety, located at 4 Manhattanville Road, Purchase, NY 10577

(Business Address) are held and firmly bound unto Polk Regional Water Cooperative, as Obligee in the sum of Eighteen Million Eight Hundred Eighty-Eight Thousand and 00/100 Dollars (\$ 18,888,000.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated _____, 20__ (the "Purchase Order") between Principal and Obligee for;
Bid # 22-641 Southeast Polk Cretaceous Wellfield Injection Well IW-1

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL: Youngquist Brothers, LLC

Witness [Signature]

BY: [Signature] (SEAL)

Authorized Signature (Principal)

Witness [Signature]

Printed Name Harvey Youngquist, Jr.

LLC Manager & Vice President

Title of Person Signing Above

ATTEST:

SURETY: Endurance Assurance Corporation

Printed Name

Witness [Signature]

Attorney in Fact

Witness [Signature]

[Signature] (SEAL)

Theresa Hintzman
Printed Name

4 Manhattanville Road, Purchase, NY 10577

Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.



POWER OF ATTORNEY

11078

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A. Guldry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Neichter, Theresa Hirtzman, Beth Frymlire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Keley Hoagland, Jacob Motto, Jennifer Edwards as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificates".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this ___ day of ___ 20__.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - https://www.treasury.gov/resource-center/sanctions/SDNHJ list

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-563-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

AM Best Rating Services

Endurance American Insurance Company

AMB #: 012121 NAIC #: 10041 FIRM #: 030300900

Administrative Office
4 Manhattanville Road
Purchase, New York 10577
United States

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



Web: www.sompo-intl.com
Phone: 914-488-8000
Fax: 914-897-0331

View additional [news, reports and products](#) for this company.

AM Best Rating Unit: [AMB #: 090743 - Sompo Japan Insurance Inc.](#)

Based on AM Best's analysis, [052841 - SOMPO Holdings, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [reporting insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): **A+** (Superior)
Affiliation Code: **3** (China)
Outlook (or Implication): **Stable**
Action: **Affirmed**
Effective Date: **September 16, 2022**
Initial Rating Date: **July 12, 2006**

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Steven M. Chécos, CPA

Note: See the Electronic Submission Point-of-View Release Form Appendix and analyst at the time of the rating event.

Long-Term Issuer Credit [View Definition](#)

Rating (Rating Category): **A+** (Superior)
Outlook (or Implication): **Stable**
Action: **Affirmed**
Effective Date: **September 16, 2022**
Initial Rating Date: **December 17, 2006**

Disclosure Information

Disclosure Information Form
[View AM Best's Rating Disclosure Form](#)

Press Release
[AM Best Affirms Credit Ratings of Sompo Japan Insurance Inc. and Its Subsidiaries](#)
September 16, 2022

[View AM Best's Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: **< 100 (100 Billion + Assets)**

u Denotes Under Review Best's Rating

Rating History

AM Best has provided ratings & analysis on this company since 2006.

Financial Strength Rating

Effective Date	Rating
September 16, 2022	A+
September 16, 2021	A+
August 19, 2019	A+
August 19, 2018	A+
July 20, 2016	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
September 16, 2022	A+
September 16, 2021	A+
August 19, 2019	A+
August 19, 2018	A+
July 20, 2016	A+

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: [AMB #: 090743 - Sompo Japan Insurance Inc.](#)



[Best's Credit Report - Archive](#) - Reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - Reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

INCORPORATED IN: Iowa.

Endurance American Insurance Company

(NAIC #10641)

BUSINESS ADDRESS: 4 MANHATTANVILLE ROAD, PURCHASE, NY 10577.

PHONE: (914) 468-8000.

UNDERWRITING LIMITATION b: \$103,214,000.

SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, MD, MA, MI, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY.

INCORPORATED IN: Delaware.

Endurance Assurance Corporation

(NAIC #11551)

BUSINESS ADDRESS: 4 MANHATTANVILLE ROAD, PURCHASE, NY 10577.

PHONE: (914) 468-8000.

UNDERWRITING LIMITATION b: \$166,021,000.

SURETY LICENSES c/f: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, GU, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY.

INCORPORATED IN: Delaware.

Erie Insurance Company

(NAIC #26263)

BUSINESS ADDRESS: 100 ERIE INSURANCE PLACE, ERIE, PA 16530.

PART D – EXHIBITS
EXHIBIT I: BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Youngquist Brothers, LLC (hereinafter called the Principal) and Endurance Assurance Corporation (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Delaware, and authorized to do business in the State of Florida, are held and firmly bound unto Polk Regional Water Cooperative, in the full and just sum of Nine Hundred Forty-Four Thousand Four Hundred dollars (\$944,400.00) good and lawful money of the United States of America, to be paid upon demand of the Cooperative, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Cooperative, through the County's Procurement Division, a Bid Submittal for the purpose of

Bid # 22-641 Southeast Polk Cretaceous Wellfield Injection Well IW-1

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Public Construction Bond payable to Cooperative, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said Cooperative, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid Cooperative, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 14th day of December 20 22.

ATTEST:

Matthew Young
Witness
[Signature]
Witness

PRINCIPAL: Youngquist Brothers, LLC

BY: *[Signature]* (SEAL)
Authorized Signature (Principal)

Harvey Youngquist, Jr.

Printed Name

LLC Manager & Vice President

Title of Person Signing Above

ATTEST:

Sus. Roth
Witness
Kelsey Hoagland
Witness

SURETY: Endurance Assurance Corporation

Printed Name

BY: *Theresa Hintzman* (SEAL)
Attorney in Fact

Theresa Hintzman, Attorney-in-Fact

Printed Name

4 Manhattanville Road, Purchase, NY 10577

Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Nelchiter, Theresa Hintzman, Beth Frymlre, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt, Kelsey Hoagland, Jacob Motto, Jennifer Edwards as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel: SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- 2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 14th day of December, 2022.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-6600 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Condin PHONE (A/C No. Ext.): (407) 843-1120 E-MAIL ADDRESS: econdin@johnsonandcompany.net FAX (A/C No.): (407) 843-5772
INSURED Youngquist Brothers, LLC, Youngquist Brothers, Inc. Oil and Gas Service Equipment LLC 15485 PINE RIDGE ROAD FORT MYERS FL 33908	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC # 18535 INSURER B: American Guarantee & Liab Ins 26247 INSURER C: Evanston Insurance Company 35378 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL2312616532 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD/BUSH INSD WVC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLO 4275188-18	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 9377305-18	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$:		AUC 1067133-04	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE: OTH-ER:
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Pollution Liability		5352230	03/15/2023	03/15/2024	Pollution Liability \$2Mill/\$4Mill

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as additional insured as respects GL if required by written contract. A Waiver of Subrogation applies when required by written contract.

CERTIFICATE HOLDER Polk Regional Water Cooperative 330 West Church Street Bartow FL 33830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER 239-560-4306
Fox Insurance, LLC
8605 Banyan Bay Blvd.
Fort Myers, Florida 33908
CONTACT NAME: ELLEN FOX
PHONE: 239-560-4306
E-MAIL ADDRESS: ellen@foxinsurancelc.com
INSURER A: Safety National Casualty Corporation 15105

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Polk County, a political subdivision of the State of Florida, is named as an additional insured on Auto and General Liability Policies.

CERTIFICATE HOLDER: Polk Regional Water Cooperative
330 West Church Street
Bartow, Florida 33830
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

EXHIBIT IV: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
SS

County of Lee)

Harvey Youngquist, Jr., being first duly sworn, deposes and says that:

1. They are LLC Manager & Vice Pres. of Youngquist Brothers, LLC, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Polk Regional Water Cooperative (Cooperative) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of December, 2022, by Harvey Youngquist, Jr. (*name*) as LLC Manager & Vice Pres. (*title of officer*) of Youngquist Brothers, LLC (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Jean Henderson

Printed Name of Notary Public: Jean Henderson

Notary Commission Number and Expiration: GG291497 / February 25, 2023

(AFFIX NOTARY SEAL)



Jean Henderson
COMMISSION # GG291497
EXPIRES: Feb. 25, 2023
Bonded Thru Aaron Notary

EXHIBT XVIII: CERTIFICATE OF COMPLIANCE

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1

Youngquist Brothers, LLC
Contractor


Signature

Harvey Youngquist, Jr.
Printed Name of Signer

December 14, 2022
Date

Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)

NAME OF PROJECT: BID 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the Cooperative in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE
HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE
CONSIDERED BY THE COUNTY, ON BEHALF OF THE POLK REGIONAL WATER
COOPERATIVE

1. BID PRICE \$ 18,888,000.00
WRITTEN AMOUNT (SPELL OUT) Eighteen Million
Eight Hundred Eighty-Eight Thousand DOLLARS
Zero CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

2. CONTRACT TIME TO 545 CALENDAR DAYS FOR FINAL
COMPLETION OF THIS PROJECT COMPLETION

NAME OF BIDDER Youngquist Brothers, LLC
(type or printed firm, corporation, business or individual)

CONTRACTOR'S LICENSE NUMBER

(Copy of License Attached)

11336 (SFWMD) / CGC1517866
State Certification Number

Harvey Youngquist, Jr
Individual's Name (Print or Type)

Supplier # 2011098
Polk County Registration Number

Matt Young
Individual's Name (Print or Type)

N/A
Polk County Business Receipt Tax
(Business License)

N/A
Company Name (Print or Type)

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No. 1

Date Nov. 18, 2022

Addendum No. 2

Date Dec. 7, 2022

Addendum No. _____

Date _____

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date December 14, 2022
(Bid Receiving Date)

BIDDER: Youngquist Brothers, LLC

BY: 
(Authorized Signature in ink)

Harvey Youngquist, Jr.
(Printed Name of Signer)

LLC Manager & Vice President
(Printed Title of Signer)

15465 Pine Ridge Road
Address

Fort Myers
City

FL 33908
State Zip
Code

239-489-4444
Telephone Number

Email Address Harvey@YoungquistBrothers.com

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF _____ COUNTY OF _____ The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 20____, by _____ (name) as _____ title of officer) of _____ (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY

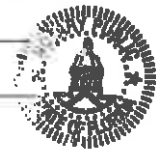
STATE OF Florida COUNTY OF Lee The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 14th day of December 2022, by Harvey Youngquist, Jr. (name) as LLC Manager & Vice President (title of officer) of the Youngquist Brothers, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Jean Henderson

Printed Name of Notary Public: Jean Henderson

Notary Commission Number and Expiration: February 25, 2023 / GG291497

(AFFIX NOTARY SEAL)



Jean Henderson
COMMISSION # GG291497
EXPIRES: Feb. 25, 2023
Bonded Thru Asson Notary

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

Bid 22-641
PRWC SOUTHEAST WELLFIELD CRETACEOUS INJECTION WELL IW-1
ADDENDUM 2 REVISED BID SHEET
UNIT PRICE SCHEDULE

Item No.	Description	Quantity	Unit	Unit Price (\$)	Item Total (\$)
Injection Well EW-1/IW-1					
1	Mobilization	1	LS	\$ 4,200,000.00	\$ 4,200,000.00
2	12-inch pilot hole to 400 ft	400	LF	\$ 500.00	\$ 200,000.00
3	Geophysical logging of pilot hole to 400 ft	1	LS	\$ 30,000.00	\$ 30,000.00
4	Ream nominal 56-inch diameter borehole to 400 ft	400	LF	\$ 500.00	\$ 200,000.00
5	Geophysical logging of reamed hole to 400 ft	1	LS	\$ 30,000.00	\$ 30,000.00
6	Install 48-inch diameter casing to 400 ft	400	LF	\$ 500.00	\$ 200,000.00
7	Cementing 48-inch diameter casing	1,620	94 lb. sack	\$ 30.00	\$ 48,600.00
8	12-inch pilot hole to 1,400 ft	1,000	LF	\$ 500.00	\$ 500,000.00
9	Geophysical logging of pilot hole to 1,400 ft	1	LS	\$ 40,000.00	\$ 40,000.00
10	Back-plug pilot hole	444	94 lb. sack	\$ 30.00	\$ 13,320.00
11	Ream nominal 48-inch diameter borehole to 1,400 ft	1,000	LF	\$ 500.00	\$ 500,000.00
12	Geophysical logging of reamed hole to 1,400 ft	1	LS	\$ 35,000.00	\$ 35,000.00
13	Install 40-inch diameter casing to 1,400 ft	1,400	LF	\$ 400.00	\$ 560,000.00
14	Cementing 40-inch diameter casing	4,300	94 lb. sack	\$ 40.00	\$ 172,000.00
15	12-inch pilot hole to 2,600 ft	1,200	LF	\$ 500.00	\$ 600,000.00
16	Packer Tests	7	each	\$ 40,000.00	\$ 280,000.00
17	Geophysical logging of pilot hole to 2,600 ft	1	LS	\$ 50,000.00	\$ 50,000.00
18	Back-plug pilot hole	550	94 lb. sack	\$ 30.00	\$ 16,500.00
19	Ream nominal 40-inch diameter borehole to 2,600 ft	1,200	LF	\$ 500.00	\$ 600,000.00
20	Geophysical logging of reamed hole to 2,600 ft	1	LS	\$ 40,000.00	\$ 40,000.00
21	Install 30-inch diameter casing to 2,600	2,600	LF	\$ 300.00	\$ 780,000.00
22	Cementing 30-inch diameter casing	8,400	94 lb. sack	\$ 30.00	\$ 252,000.00
23	12-inch pilot hole to 3,900 ft	1,300	LF	\$ 500.00	\$ 650,000.00
24	Coring	5	each	\$ 40,000.00	\$ 200,000.00
25	Geophysical logging of pilot hole to 3,900 ft	1	LS	\$ 60,000.00	\$ 60,000.00
26	Back-plug pilot hole	600	94 lb. sack	\$ 30.00	\$ 18,000.00
27	Ream nominal 30-inch diameter borehole to 3,900 ft	1,300	LF	\$ 600.00	\$ 780,000.00
28	Geophysical logging of reamed hole to 3,900 ft	1	LS	\$ 45,000.00	\$ 45,000.00
29	Install 20-inch diameter casing to 3,900	3,900	LF	\$ 500.00	\$ 1,950,000.00
30a	Cementing 20-inch diameter casing (Type II)	4,800	94 lb. sack	\$ 30.00	\$ 144,000.00
30b	Cementing 20-inch diameter casing (Type V-Poz mix)	3,800	94 lb. sack	\$ 100.00	\$ 380,000.00
31	MIT Pressure test and CBL	1	LS	\$ 175,000.00	\$ 175,000.00
32	Drill Nominal 20-inch diameter borehole to 8,000 ft	4,100	LF	\$ 100.00	\$ 410,000.00
33	Packer tests below 3,900 ft	5	each	\$ 50,000.00	\$ 250,000.00
34	Geophysical logging of 20-inch diameter borehole	1	LS	\$ 70,000.00	\$ 70,000.00
35	Install and cement injection tubing to 3,900 ft	1	LS	\$ 780,000.00	\$ 780,000.00
35a	Additional cost up upsized tubing to nominal 11 3/4-inch diameter Redbox 1750	1	LS	\$ 143,000.00	\$ 143,000.00
36	Well development and sampling	1	LS	\$ 80,000.00	\$ 80,000.00
37	MIT Final	1	LS	\$ 200,000.00	\$ 200,000.00
38	Injection test	1	LS	\$ 250,000.00	\$ 250,000.00
Conversion of SE-TPW-1 to DMW-1					
39	Mobilization	1	LS	\$ 289,000.00	\$ 289,000.00
40	Back-plug 12-inch diameter borehole	250	94 lb. sack	\$ 40.00	\$ 10,000.00
41	Install FRP tubing	1	LS	\$ 350,000.00	\$ 350,000.00
42	Well development and sampling	1	LS	\$ 30,000.00	\$ 30,000.00
43	Step-drawdown test	1	LS	\$ 30,000.00	\$ 30,000.00
44	Video Survey	1	LS	\$ 30,000.00	\$ 30,000.00
Conversion of SE-LFA to SMW-1					
45	Mobilization	1	LS	\$ 134,000.00	\$ 134,000.00
46	Casing pressure test	1	LS	\$ 50,000.00	\$ 50,000.00
47	Back-plug 12-inch diameter borehole	150	94 lb. sack	\$ 40.00	\$ 6,000.00
48	Well development and sampling	1	LS	\$ 30,000.00	\$ 30,000.00
49	Step-drawdown test	1	LS	\$ 30,000.00	\$ 30,000.00
50	Video survey	1	LS	\$ 30,000.00	\$ 30,000.00
Upon Completion of Drilling					
51	Installation of wellheads, demobilization, and site restoration	1	LS	\$ 906,580.00	\$ 906,580.00
Itemized Total for Items 1 through 26					\$ 17,838,000.00
Additional and Optional Tasks					
52	Acidification of IW-1	1	LS	\$ 133,000.00	\$ 133,000.00
53	Stand-by and Rig time	240	HRS	\$ 800.00	\$ 192,000.00
54	Contingency	1	EA	\$ 725,000.00	\$ 725,000.00
GRAND TOTAL FOR ALL ITEMS 1 THROUGH 54 (BASIS OF AWARD)					\$ 18,888,000.00

Youngquist Brothers, LLC
BIDDER NAME

November 18, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ON BEHALF OF THE POLK REGIONAL WATER COOPERATIVE
ADDENDUM # 1
Bid 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Revisions, Questions and Answers received.

To receive a copy of **Bid 22-641 Addendum 1 Revised Bid Sheet, Bid 22-641 Pre-Bid Meeting Presentation, Environmental Protection Agency (EPA) September 2, 2022 Decision Memorandum, and Southeast Wellfield Well Completion Report**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevondor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**BID 22-641, PRWC SE Polk Wellfield Cretaceous Injection Well IW-1.zip**", select "Open" or "Save As" to download the Bid documents and attachments, drawings, technical specifications, and the Revised Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:



Harvey Youngquist, Jr.

LLC Manager & Vice President

Youngquist Brothers, LLC

Title:

Company:

December 7, 2022

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ON BEHALF OF THE POLK REGIONAL WATER COOPERATIVE
ADDENDUM # 2
Bid 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Revisions, Deletions, Questions and Answers received.

To receive a copy of **Bid 22-641 Addendum 2 Revised Bid Sheet** and the **National Wetlands Inventory Map**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**BID 22-641, PRWC SE Polk Wellfield Cretaceous Injection Well IW-1.zip**", select "Open" or "Save As" to download the Bid documents and attachments, drawings, technical specifications, and the Revised Excel Bid Sheet. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:


Harvey Youngquist, Jr.

Title:

LLC Manager & Vice President

Company:

Youngquist Brothers, LLC

EXHIBIT VI: AFFIDAVIT OF PERCENTAGE OF WORK

Bid #: 22-641

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Cooperative. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 14th day of December, 2022

Name of Firm Youngquist Brothers, LLC

By Harvey Youngquist, Jr.

LLC Manager & Vice President

Title of Person Signing

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of December, 2022, by

Harvey Youngquist, Jr. (name) as LLC Manager & Vice Pres. (title of officer) of

Youngquist Brothers, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Jean Henderson

Printed Name of Notary Public: Jean Henderson

Notary Commission Number and Expiration: GG291497 / February 25, 2023

(AFFIX NOTARY SEAL)



Jean Henderson
COMMISSION # GG291497
EXPIRES: Feb. 25, 2023
Bonded Thru Azon Notary

**Exhibit VI-A
Subcontractor List**

Work Activity	Firm performing work	Classification												Total	% of Total		
		Caucasian, Male	%	Caucasian, Female	%	African American	%	Hispanic American	%	Asian Pacific American	%	Native American	%			Asian Indian American	%
Drilling, Testing & Surface	Youngquist Brothers	\$ 18,888,000.00	100%													\$ 18,888,000.00	100.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
																\$ -	0.00%
SubTotals		\$ 18,888,000.00	100%	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 18,888,000.00	100.00%
Allowance																\$ -	
TOTAL		\$ 18,888,000.00	100%													\$ 18,888,000.00	100.00%

EXHIBIT VI-B: GOOD FAITH EFFORT DOCUMENTATION

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://apps.polk-county.net/vendordirectory/>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. <u>Manzi Metals, Inc. (Steel Pipe Supplier)</u>	<u>Emailed on 12/7/22 (No Response)</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
2. <u>BMW Construction (Steel Pipe Supplier)</u>	<u>Emailed on 12/7/22 (No Response)</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
3. <u>Corcel Corporation (Steel Pipe Supplier)</u>	<u>Called on 12/7/22 (Received Email Address)</u>
<u> </u>	<u>Emailed on 12/7/22 (Awaiting Pricing)</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
4. <u>Summit Industrial Supply, LLC</u> <u>(Steel Pipe & FRP Supplier)</u>	<u>Prices Received 12/13/22 - Under Evaluation</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
5. <u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

EXHIBIT VII: TRENCH SAFETY ACT COMPLIANCE

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the Cooperative, the County, and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. <u>None Anticipated</u>	<u>None Anticipated</u>	<u>None Anticipated</u>	\$ <u>None Anticipated</u>	\$ <u>None Anticipated</u>
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ <u>None Anticipated</u>

Failure to complete the above may result in the bid being declared non-responsive.

EXHIBIT VIII: EQUAL EMPLOYMENT OPPORTUNITY

Polk Regional Water Cooperative (Cooperative) is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the Cooperative to have a vigorous affirmative action program.

CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: Youngquist Brothers, LLC

Address: 15465 Pine Ridge Road, Fort Myers, FL 33908

-
1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:
YES X NO
 2. Compliance Reports were required to be filed in connection with such Contract or subcontract:
YES X NO
 3. Bidder has filed all compliance reports due under applicable instructions:
YES X NO
 4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.
YES NO X

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Harvey Youngquist, Jr.

Printed Name

LLC Manager & Vice President

Title

Signature

December 14, 2022

Date

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that Youngquist Brothers, LLC does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Bidders Signature Harvey Youngquist, Jr.
LLC Manager & Vice Pres.
December 14, 2022
Date

EXHIBIT X: SAFETY REQUIREMENTS/REGULATIONS FORM

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 14th Day of December, 2022

Name of Firm: Youngquist Brothers, LLC

By: Harvey Youngquist, Jr. - LLC Manager & Vice President
Title of Person Signing

This foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of December, 2022, by Harvey Youngquist, Jr. (*name*) as LLC Manager & Vice Pres. (*title of officer*) of Youngquist Brothers, LLC (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: Jean Henderson

Printed Name of Notary Public: Jean Henderson

Notary Commission Number and Expiration: GG291497 / February 25, 2023

(AFFIX NOTARY SEAL)



Jean Henderson
COMMISSION # GG291497
EXPIRES: Feb. 25, 2023
Bonded Thru Acron Notary

EXHIBIT XIX: CERTIFICATION IMMIGRATION LAWS

Bid 22-641, Southeast Polk Cretaceous Wellfield Injection Well IW-1

POLK COUNTY WILL NOT INTENTIONALLY AWARD POLK REGIONAL WATER COOPERATIVE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK REGIONAL WATER COOPERATIVE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Youngquist Brothers, LLC

Signature: [Handwritten Signature] Harvey Youngquist, Jr.

Title: LLC Manager & Vice President

Date: December 14, 2022

State of: Florida

County of: Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of December, 2022, by Harvey Youngquist, Jr. (name) as LLC Mgr. & Vice Pres. (title of officer) of Youngquist Brothers, LLC (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name of Notary Public: Jean Henderson

Notary Commission Number and Expiration: GG291497 / February 25, 2023

(AFFIX NOTARY SEAL)



EXHIBIT XXI: SCRUTINIZED COMPANIES CERTIFICATION FORM
(Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 22-641

PROJECT NAME: Southeast Polk Cretaceous Wellfield Injection Well IW-1

The undersigned, as LLC Manager & Vice President of Youngquist Brothers, LLC (the "Contractor"), a FL LLC corporation, hereby certifies the following to Polk Regional Water Cooperative (Cooperative), by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the Cooperative as follows:
 - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
 - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the Cooperative regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the Cooperative may immediately terminate the Contract upon the occurrence of any of the following events:
 - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
 - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in

the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:

Youngquist Brothers, LLC

a Florida

Limited Liability Company

By: 

PRINTED NAME: Matthew Young

Its: Project Administrator

By: 

PRINTED NAME: Harvey Youngquist, Jr.

Its: LLC Manager & Vice President

**EXHIBIT XXII: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Polk Regional Water Cooperative (the "Cooperative"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the Cooperative, its members, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____



Harvey Youngquist, Jr.

COMPANY NAME: Youngquist Brothers, LLC

DATE: December 14, 2022

EXHIBIT XXIII: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Youngquist Brothers, LLC certifies, to the best of his or her knowledge, that: (Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Youngquist Brothers, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Harvey Youngquist, Jr. - LLC Manager & Vice President

Name and Title of Contractor's Authorized Official

December 14, 2022

Date



SUPPLEMENTAL INFORMATION



STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF RADIATION CONTROL

RADIOACTIVE MATERIALS LICENSE

Pursuant to Chapter 404, Florida Statutes, and Chapter 65E-9, Florida Administrative Code (F.A.C.), and in reliance on adequate and appropriate insurance provided by the licensee designated herein, a license is hereby issued authorizing such licensee to receive, transport, possess and control the radioactive materials specified in the license and to perform the activities specified in the license, subject to the conditions, regulations and orders of the state of Florida, Department of Health and its successor in office and to any conditions specified below.

1. Licensee: YOUNGQUIST BROTHERS, LLC	2. License Number: 3348-1
3. Address: 18465 Pine Ridge Road Fort Myers, FL 33908	4. Expiration Date: 12/31/2026
5. Radioactive Material (specify each item number):	6. Category: 3(1)
7. Container/Activity/Registered Form:	8. Maximum Quantity/ Licensee By (Person or Agency Name):
A. Isotope 131	A. 100 mCi/curies
9. Authorized Use:	
A. To be used in a Probe Technology, Inc., part number DSF-F0408-000, 1-11/16" motorized ejector tool for the performance of subsurface tracer studies.	
10. A. The authorized place of use and storage shall be temporary job sites of the licensee throughout the state of Florida. This condition does not prohibit use in other agreement states and states under the jurisdiction of the U.S. Nuclear Regulatory Commission (NRC) under reciprocity which has been approved by an agreement state or the NRC.	
B. The authorized place of storage is the licensee's facility located at the address in item 2, and at temporary job sites.	
11. Failure to comply with the provisions of this license is a felony of the third degree pursuant to section 404.161, Florida Statutes. Also, violations may warrant an administrative fine of up to \$1,000.00 per violation per day, pursuant to section 404.162, Florida Statutes.	

License Number: 3348-1	LICENSEE COPY	Category: 3(1)
Amendment No: 19	Contractor's Name	Expiration Date: 12/31/2026
Control Number: 20210707-0087	Page 1 of 3 Pages	





CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

SEP 13 2021

September 2, 2021

Mr. Paul McCullers
Risk Manager
Youngquist Brothers, Inc. ET AL
15465 Pine Ridge Road
Ft. Myers, FL 33908

SUBJECT: Self-Insurer Experience Modification

Dear Mr. McCullers:

Attached is a copy of the November 1, 2021 Florida Self-Insurers experience rating for the workers' compensation program of Youngquist Brothers, Inc. ET AL. Information supplied on the self-insurers' payroll and loss reports was used to promulgate this rating. Thank you for your cooperation in getting these reports to us timely.

The experience modification of 1.00 will be used to adjust the premium volume (and thus the Division's assessments) which will result from payroll during the period beginning on the rating's effective date.

Should you have any questions concerning the calculation of the modification, please feel free to contact Dwayne Manning at (850) 413-1784.

Sincerely,

A handwritten signature in cursive script that reads "Dwayne Manning".

Dwayne Manning
Insurance Administrator

Attachment

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
Dwayne Manning • Insurance Administrator
Workers' Compensation • Financial Accountability/Self-Insurance
200 East Gaines Street • Tallahassee, Florida 32399-4221 • Tel. 850-413-1784 • Fax 850-354-5100
Email • Dwayne.Manning@MyFloridacfo.com
Affirmative Action • Equal Opportunity Employer



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

SEP 19 2022

September 14, 2022

Mr. Paul McCullers
Risk Manager
Youngquist Brothers LLC ET AL
15465 Pine Ridge Road
Fort Myers, FL 33908

SUBJECT: Self-Insurer Experience Modification

Dear Mr. McCullers:

Attached is a copy of the **November 1, 2022 Florida Self-Insurers experience rating** for the workers' compensation program of **Youngquist Brothers LLC ET AL**. Information supplied on the self-insurers' payroll and loss reports was used to promulgate this rating. Thank you for your cooperation in getting these reports to us timely.

The experience modification of 0.94 will be used to adjust the premium volume (and thus the Division's assessments) which will result from payroll during the period beginning on the rating's effective date.

Should you have any questions concerning the calculation of the modification, please feel free to contact Dwayne Manning at (850) 413-1784.

Sincerely,

A handwritten signature in cursive script that reads "Dwayne Manning".

Dwayne Manning
Insurance Administrator

Attachment

FLORIDA DEPARTMENT OF FINANCIAL SERVICES
Dwayne Manning • Insurance Administrator
Workers' Compensation • Financial Accountability/Self-Insurance
200 East Gaines Street • Tallahassee, Florida 32399-4221 • Tel. 850-413-1784 • Fax 850-354-5100
Email • Dwayne.Manning@MyFloridacfo.com
Affirmative Action • Equal Opportunity Employer

Youngquist Brothers LLC

Health and Safety Program

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YOUNGQUIST BROTHERS, INC SUBSTANCE ABUSE POLICY

Alcohol

Employees are prohibited from using or being under the influence of alcohol while performing company business for Youngquist Brothers, Inc., while operating a motor vehicle in the course of business or for any job-related purpose, or while on company premises or a worksite.

Illegal Drugs

Youngquist Brothers, Inc. employees are prohibited from using or being under the influence of illegal drugs while performing company business or while on a company facility or worksite. You may not use, manufacture, distribute, purchase, transfer or possess an illegal drug while in Youngquist Brothers, Inc. facilities, while operating a motor vehicle for any job-related purpose, while on the job, or while performing company business. This policy does not prohibit the proper use of medication under the direction of a physician; however, misuse of such medications is prohibited.

Disciplinary Action

Employees who violate this policy may be disciplined or terminated, even for a first offense. Violations include refusal to consent to and comply with testing and search procedures as described.

Searches

Youngquist Brothers, Inc. may conduct searches for illegal drugs or alcohol on company facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any Youngquist Brothers, Inc. property that is provided for employees' personal use, such as desks, lockers and files.

An employee's consent to a search is required as a condition of employment and the employee's refusal to consent may result in disciplinary action, including termination.

Drug Testing

Youngquist Brothers, Inc. may require a blood test, urinalysis, hair test or other drug or alcohol screening of employees suspected of using or being under the influence of drugs or alcohol or where other circumstances or workplace conditions justify such testing. The refusal to consent to testing may result in disciplinary action, including termination.

Drug and Alcohol Screening

The Company will conduct testing of employees and applicants under the following circumstances. Refusal of any employee or applicant to participate in such testing shall be considered grounds for termination and consent to these terms is considered a condition of employment:

a. Testing of Applicants

All applicants are offered employment conditioned upon their successful passing of a drug/alcohol test. Failure to submit to such testing shall be grounds for refusal of employment. If the test shows a positive result for presence of drugs or alcohol, and such test results are confirmed, then such test results shall be grounds for refusal of employment.

b. Testing Based On Reasonable Suspicion of Violation

Whenever the Company has a reasonable suspicion that an employee has violated the policy of the Company, the Company reserves the right to insist that the employee submit to a drug/alcohol test as a condition of employment.

"Reasonable suspicion" means a belief that the employee has used, or is using, drugs/alcohol in violation of the policy of the Company, based upon such factors as: observable phenomena, such as display of physical symptoms of usage of such substances while on duty or actual observation of such usage; reliable and corroborated reports by others that the employee has used forbidden substances while on duty; evidence that the employee has tampered with one or more prior drug/alcohol tests while employed with the Company; or evidence that the employee has been involved in drug possession, use or sale while on Company property or while using Company equipment.

c. Post-Accident Testing

Whenever the employee has been involved in a work-related injury to himself or a coworker or has damaged Company property in an amount anticipated to exceed \$500, the Company reserves the right to require that the employee submit to a drug/alcohol

test as a condition of continued employment. The Company also reserves the right to conduct post-accident testing under Clause b, above, where the Company has a reasonable suspicion that the accident occurred because of a violation by the employee of this Policy.

d. Random Testing

In addition to testing based upon a reasonable suspicion, the Company reserves the right to randomly test employees for compliance with its policy. As used in this Policy, "random testing" means a mechanism for selection of employees for testing which results in an equal probability that any employee from a group of employees will be tested, and which does not give the Company discretion to waive the selection of an employee selected by this random selection method.

Unpaid Suspension as a Disciplinary Measure

Youngquist Brothers, Inc. expects the highest standards of professional conduct at all times.

In accordance with Youngquist Brothers, Inc.'s policies on harassment, drug or alcohol use, and other work conduct rules, the Company reserves the right to discipline or discharge any employee for violations of rules retaining to behavior within the workplace.

An employee will be subject to an unpaid disciplinary suspension for infractions of workplace conduct rules. Suspensions without pay apply to everyone. For exempt employees, suspensions without pay will be in one or more full-day increments. For non-exempt employees, suspensions may be any period of time within the Company's discretion.

Donors tested for:

Amphetamines: EMIT 1000 GCMS 500
Opiates: EMIT 2000 GCMS 2000
Marijuana: EMIT 50 GCMS 15
Cocaine: EMIT 300 GCMS 150
Phencyclidine: EMIT 25 GCMS 25
Adulterant
Methamphetamine: EMIT 1000 GCMS 500



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.


IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson & Company 801 N Orange Avenue Suite 510 Orlando FL 32801	CONTACT NAME: Erin Condlin PHONE (A/C No. Ext): (407) 843-1120 FAX (A/C No.): (407) 843-5772 E-MAIL ADDRESS: econdlin@johnsonandcompany.net
	INSURER S: AFFORDING COVERAGE INSURER A: American Zurich Insurance Company INSURER B: American Guarantee & Liability Insurance Co INSURER C: Markel American insurance Company INSURER D: INSURER E: INSURER F:
INSURED Youngquist Brothers, LLC, Youngquist Brothers, Inc. Youngquist Brothers Rock, LLC, Oil and Gas Service Equipment, LLC 15485 PINE RIDGE ROAD FORT MYERS FL 33908	

COVERAGES **CERTIFICATE NUMBER:** CL22102416308 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE LTR	TYPE OF INSURANCE	ADDITIONAL SUBS (MSO, WVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL 04275188-18	11/01/2022	11/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (EM accidents) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 9377305-18	11/01/2022	11/01/2023	PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC 1067133-04	11/01/2022	11/01/2023	PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Lessed/Rented \$ 500,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A		MKLM4IM0052488	11/01/2022	11/01/2023	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 239-560-4306
Fox Insurance, LLC
8605 Banyan Bay Blvd.
Fort Myers, Florida 33908

CONTACT NAME: ELLEN FOX
PHONE (A.C. No. Ext): 239-560-4306 **FAX (A.C. No.):**
E-MAIL ADDRESS: ellen@foxinsurancelic.com

INSURED 239-489-4444 239-489-4545
YOUNGQUIST BROTHERS, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908

INSURER(S) AFFORDING COVERAGE **NAIC #**
INSURER A: Safety National Casualty Corporation 15105
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Excess Workers Compensation and Employers Liability		SP 4067437	11/01/2022	11/01/2023	Specific Excess Limit: Statutory Employers Liability Limit: \$1,000,000 Specific Retention: \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ellen Fox

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Reference #1

Project Name: Central District Wastewater Treatment Plant Industrial Waste Deep Injection Well System

UIC Permit #: 0317749-003-004-UC/1X

Project Scope: The aforementioned project consisted of constructing one exploratory and test UIC Class I Injection Well (IW-1) to approximately 10,000' bls and a second UIC Class I Injection Well (IW-2) to approximately 3,500' bls. The construction of IW-1 also included the construction of one Dual Zone Monitor Well (DZMW). On IW-1, the 36" final steel casing was set at approximately 2,780' bls, with 24" FRP set at approximately 2,775' bls (cemented annulus). This well was drilled to an exploratory depth of 10'000' bls, and was then back-plugged to finish at a total depth of 3,240' bls. On IW-2, the 36" final steel casing was set at approximately 2,610' bls, with 24" FRP set at approximately 2,605' bls (cemented annulus). The total depth of IW-1 finished at 3,225' bls.

Capacity: The maximum permitted capacity will not exceed 19.9 million gallons per day, per the permit.

Project Duration: 1,045 Days (September 2017 Final Completion)

Original Contract Amount: \$19,887,887.00

Project Cost: \$18,522,273.08

Percentage of Work Performed by YB: 99%+

Contact Information:

Owner: Miami-Dade Water and Sewer
Department Address: 3071 SW 38th Ave, Miami,
FL 33146 **Name:** Dr. Virginia Walsh, P.G., Ph.D.
Phone #: 786-552-8266
Email Address: Virginia.Walsh@MiamiDade.gov

Consultant: Stantec
Name: Ed Rectenwald (Current - Black & Veatch)
Phone #: 239-233-0812 (Cell)
Email Address: RectenwaldE@BV.com



Reference #2

Project Name: City of Hollywood Deep Injection Wells No. 3 and No. 4

UIC Permit #: 156419-008-009-UC/1X

Project Scope: This project consisted of (2) UIC Class I Injection Wells & (1) Dual Zone Monitoring Well. On IW-3, the 36" final steel casing was set at 2,849' bls, with the 24" FRP tubing set at 2,828' bls; IW-3 was drilled to a total depth of 3,500' bls. On IW-4, the 36" final steel casing was set at 2,850' bls, with the 24" FRP tubing set at 2,840' bls; IW-4 was drilled to a total depth of 3,502' bls. The Dual Zone Monitoring Well (DZMW-2) had 16" final steel casing set at 1,227' bls, with 6.625" FRP set at 1,545' bls; DZMW-2 was drilled to a total depth of 1,625' bls before being plugged back to 1,593' bls.

Capacity: The maximum permitted capacity will not exceed 19.92 million gallons per day, per the permit.

Project Duration: 828 Days (March 2022 Final Acceptance)

Original Contract Amount: \$39,939,939.00

Project Cost: \$37,985,737.57

Percentage of Work Performed by YB: 99%+

Contact Information:

Owner: City of Hollywood
Address: 1621 N. 14th Avenue, Hollywood, FL
33020
Name: Feng (Jeff) Jiang
Phone #: 954-921-3930
Email Address: FJiang@HollywoodFL.org

Consultant: McNabb Hydrogeologic Consulting
Name: David McNabb, PG
Phone #: 561-623-5468
Email Address: David@McNabbHydroConsult.com



Reference #3

Project Name: South District Wastewater Treatment Plant Municipal Injection Wells SE-2
(Contract No. S-921)

UIC Permit #: 061787-043-045-UC/1M

Project Scope: The aforementioned project consisted of constructing (3) UIC Class I Injection Wells (IW-18, IW-19 and IW-20). On IW-18, the 24" final steel casing was set at 2,420' bls, with the total depth of the well finishing at 3,242' bls. On IW-19, the 24" final steel casing was set at 2,430' bls, with the total depth of the well finishing at 3,205' bls. On IW-20, the 24" final steel casing was set at 2,420' bls, with the total depth of the well finishing at 3,200' bls.

Capacity: The maximum permitted capacity will not exceed 18.65 million gallons per day, per the permit.

Project Duration: 747 Days (September 2021 Final Completion)

Original Contract Amount: \$28,925,902.90

Project Cost: \$25,673,375.82

Percentage of Work Performed by YB: 99%+

Contact Information:

Owner: Miami-Dade Water and Sewer
Department Address: 3071 SW 38th Ave, Miami,
FL 33146 Name: Dr. Virginia Walsh, P.G., Ph.D.
Phone #: 786-552-8266
Email Address: Virginia.Walsh@MiamiDade.gov

Consultant: Stantec
Name: Neil Johnson, P.G., P.M.P.
Phone #: 561-229-1852
Email Address: Neil.Johnson@Stantec.com



Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Cameron Webster
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Manager of Drilling Operations

Professional Qualifications:

- Over 30 years of experience as a Well Driller
- OSHA 10 Hour Construction / OSHA 40 Hour Trained
- HAZWOPER Trained

Education:

Eastwood Collegiate Institute

Employment:

Youngquist Brothers, LLC	Manager - Drilling Operations	2012 to Present
Youngquist Brothers, Inc.	Superintendent	1996 to 2012
Hammer Construction	Superintendent	1992 to 1996
Self Employed		

Scope of Qualifications:

- Well Drilling & Equipment Design
- Core Sample Retrieval
- Well Bore Logging & Testing
- Mechanical Integrity Testing
- Well Maintenance
- Cementing/Perforation
- Mud & Reverse Air Drilling
- Fiberglass Casing Installation
- Deep Well Acidization



Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

Cameron Webster (Continued)

Major Well Construction Projects Completed

<u>Project</u>	<u>Completion Date</u>	<u>UIC Wells</u>
Naples ASR	October 2014	1 ASR
Livingston Road ASR	September 2014	1 ASR
Medley	September 2014	1 IW and 1 DZMW
Labelle	September 2014	1 IW and 1 DZMW
Biscayne Landings-Landfill	December 2012	1 IW and 1 DZMW
City of Sarasota	August 2012	1 IW and 2 DZMW
Town of Davie	August 2011	2 IW and 1 DZMW
City of Naples	December 2010	1 ASR and 2 Monitor
City of Hialeah	May 2010	2 IW and 1 DZMW
City of Sarasota	September 2009	1 IW
City of Key Largo	April 2009	1 IW and 1 DZMW
Marco Island	November 2008	1 IW
City of Golden Gate	July 2008	1 IW and 1 DZMW
City of Delray	March 2008	1 IW and 1 DZMW
F.P.L. Loxahatchee	November 2007	1 IW and 2 Production
City of Key West	March 2006	1 IW
Pine Island	February 2005	1 IW and 1 DZMW
St. Lucie West	July 2005	1 IW and 1 DZMW
Pinewoods	June 2005	1 IW and 1 DZMW
City of Miramar	December 2005	2 IW Liners
North Fort Myers	January 2004	1 IW and 1 DZMW
Englewood	June 2004	1 IW and 2 Monitor
City of Hollywood	September 2003	2 IW and 1 DZMW
City of Pompano	December 2003	1 IW and 1 DZMW



Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

William Steele
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Professional Qualifications:

- Well Driller
- HAZWOPER 24
- OSHA 30 Hour Construction
- CPR & First Aid

Education:

Florida Southern College

1978-1982

Employment:

Youngquist Brothers, LLC

Superintendent

1994 to Present

Scope of Qualifications:

- Construction and Testing of Water Wells
- Mud & Reverse Air Drilling
- Coring & Core Sample Retrieval
- Geophysical Logging
- Mechanical Integrity Testing
- Cementing/Perforation
- Fiberglass Casing Installation
- Rig Up, Rig Down & Site Preparation
- Deep Well Acidization
- Packer Testing
- Well Drilling & Equipment Design



Youngquist Brothers, LLC
15465 Pine Ridge Road
Fort Myers, FL 33908
Phone (239) 489-4444

YOUNGQUIST BROTHERS, LLC

Mark Devine
15465 Pine Ridge Road
Fort Myers, FL 33908
(239) 489-4444

Position:

Superintendent

Certification:

- OSHA 30 Hour
- HAZWOPER 24
- CPR & First Aid

Education:

Niagara Falls High Schools, Niagara, NY
Two Year Trade School - Electronic Technology, US Signal Core, Augusta, Georgia

Employment:

Youngquist Brothers, LLC	Superintendent	2015 to Present
Saxon Drilling	Night Supervisor	2011 to 2015
Youngquist Brothers, Inc.	Driller/Derrickman	2002 to 2011
Nabors Drilling	Floorhand / Derrickman/Driller	1998 to 2001

Scope of Qualifications:

- Mud & Reverse Air Drilling
- Core Sample Retrieval (Mud & Reverse Air)
- Logging & Testing
- Mechanical Integrity Testing
- Cementing
- Fiberglass Casing Installation
- Rig Up, Rig Down, Site Preparation
- Deep Well Acidization
- Packer Testing

APPLICATION AND RECOMMENDATION FOR PAYMENT

To Owner:
Polk Regional Water Cooperative
 330 West Church Street
 Bartow, Florida 33830
 863-248-7388
From Contractor:
Youngquist Brothers, LLC
 15465 Pine Ridge Road
 Fort Myers, FL 33908

Engineer:
WSP (Williams Sale Partnership)
 1567 Hayley Lane, Suite 202
 Fort Myers, FL 33907
 Scott Manahan, P.E.
 239-481-6494
 Scott.Manahan@WSP.com

Application No.: #
 Period From: 3/15/2023
 Period To: 3/15/2023
 YBI Job No.: 023-10-081
 Contract No.: 22-641
 Purchase Order No.: TBD
 Contract Date: TBD
 Invoice No.: TBD
 NTP: TBD
 SC: #VALUE!
 FC: #VALUE!

Project Name: Southeast Polk Cretaceous Wellfield Injection Well IW-1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Contract. Continuation Sheets are attached.

- 1. ORIGINAL CONTRACT SUM \$ 18,888,000.00
- 2. NET CHANGE BY CHANGE ORDER \$ -
- 3. CONTRACT SUM TO DATE (Line 1 +/- Line 2) \$ 18,888,000.00
- 4. TOTAL COMPLETED & STORED TO DATE \$ -

5. RETAINAGE:

- a. 5% of Completed Work \$ -
(Column D & E on Cont. Sheets)
- b. 5% of Stored Materials \$ -
(Column F on Cont. Sheets)

6. TOTAL EARNED LESS RETAINAGE \$ -
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ -
(Line 6 prior Application)

8. CURRENT PAYMENT DUE \$ -

9. BALANCE TO FINISH, PLUS RETAINAGE \$ 18,888,000.00
(Line 3 less Line 6)

Contractor's Certification: According to the best of my knowledge and belief, I certify that all work has been performed and materials supplied in full accordance with the terms and conditions of the contract. I further certify that with the exception(s) identified in the attached schedule, payments in full have heretofore been made by the Contractor to all persons, firms and corporations supplying labor, materials, or supplies, used directly or indirectly by the contractor or by any subcontractor in the prosecution of the work provided for in said contract.

CONTRACTOR: Youngquist Brothers, LLC

By: Harvey B. Youngquist Jr. - LLC Manager & Vice Pres.
 State of: Florida
 County of: Lee
 Subscribed and sworn to before me this _____ day of _____, 20____
 Notary Public:
 My Commission Expires: _____
 Commission Number: _____

ENGINEER'S RECOMMENDATION FOR PAYMENT

In accordance with the Contract Documents, based on-site observation and data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT RECOMMENDED.

AMOUNT RECOMMENDED \$ -
(Attached explanation if amount recommended differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheets that are changed to conform to the amount recommended)

Engineer: _____
 By: _____
 Date: _____
 This Certificate is not negotiable. The AMOUNT RECOMMENDED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTAL	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

Continuation Sheets

A Item No.	B DESCRIPTION OF WORK	C SCHEDULE VALUE			D WORK COMPLETED		E THIS PERIOD		F MATERIALS PRESENTLY STORED (NOT IN D OR E)		G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH TO FINISH (C-G)								
		Unit	\$/Unit	# of Units	Est. Value	# of Units	Actual Value	# of Units	Actual Value	# of Units	Actual Value	% (G/C)									
														# of Units	Actual Value						
Part 2: Conversion of SE-TPW-1 to DMW-1																					
II-39	Mobilization	LS	\$269,000.00	1	\$269,000.00		\$0.00				\$0.00	0%	\$269,000.00								
II-40	Cement Backfilling 12" BH to 2600'	94 LB Sack	\$40.00	250	\$10,000.00		\$0.00				\$0.00	0%	\$10,000.00								
II-41	Install 5.5" FRP to 2380'	LS	\$350,000.00	1	\$350,000.00		\$0.00				\$0.00	0%	\$350,000.00								
II-42	Develop Well & Collect Final WQ	LS	\$30,000.00	1	\$30,000.00		\$0.00				\$0.00	0%	\$30,000.00								
II-43	Perform Strip Drawdown Test	LS	\$30,000.00	1	\$30,000.00		\$0.00				\$0.00	0%	\$30,000.00								
II-44	Perform Video Survey	LS	\$30,000.00	1	\$30,000.00		\$0.00				\$0.00	0%	\$30,000.00								
Subtotal Part 2: Conversion of SE-TPW-1 to DMW-1																					
Part 3: Conversion of SE-LFA to SMW-1																					
III-45	Mobilization	LS	\$134,000.00	1	\$134,000.00		\$0.00				\$0.00	0%	\$134,000.00								
III-46	Perform Pressure Test (4 5" Casing)	LS	\$50,000.00	1	\$50,000.00		\$0.00				\$0.00	0%	\$50,000.00								
III-47	Cement Backfilling 12" BH to 1725'	94 LB Sack	\$40.00	150	\$6,000.00		\$0.00				\$0.00	0%	\$6,000.00								
III-48	Develop Well & Collect Final WQ	LS	\$30,000.00	1	\$30,000.00		\$0.00				\$0.00	0%	\$30,000.00								
III-49	Perform Strip Drawdown Test	LS	\$30,000.00	1	\$30,000.00		\$0.00				\$0.00	0%	\$30,000.00								
III-50	Perform Video Survey	LS	\$30,000.00	1	\$30,000.00		\$0.00				\$0.00	0%	\$30,000.00								
Subtotal Part 3: Conversion of SE-LFA to SMW-1																					
Item 4: Upon Completion of Drilling																					
IV-51	Wellhead Installation/Beam/Site Restoration	LS	\$906,580.00	1	\$906,580.00		\$0.00				\$0.00	0%	\$906,580.00								
Subtotal Part 4: Upon Completion of Drilling																					
Item 5: Additional/Optional Tasks & Contingency																					
V-52	Acclimation of IW-1	LS	\$133,000.00	1	\$133,000.00		\$0.00				\$0.00	0%	\$133,000.00								
V-53	Stand-By & Rig Time	HRS	\$900.00	240	\$192,000.00		\$0.00				\$0.00	0%	\$192,000.00								
V-54	Contingency	E.A.	\$725,000.00	1	\$725,000.00		\$0.00				\$0.00	0%	\$725,000.00								
Subtotal Part 5: Additional/Optional Tasks & Contingency																					
TOTAL CONTRACT VALUE																					
<table border="0" style="width:100%"> <tr> <td style="width:100%">Materials Presently Stored</td> <td style="text-align:right">\$</td> <td>\$0.00</td> </tr> <tr> <td>Previous Balance PLUS Delivered this Period MINUS Installed This Period (Included in "E")</td> <td style="text-align:right">\$</td> <td>\$ -</td> </tr> <tr> <td>Total</td> <td style="text-align:right">\$</td> <td>\$0.00</td> </tr> </table>													Materials Presently Stored	\$	\$0.00	Previous Balance PLUS Delivered this Period MINUS Installed This Period (Included in "E")	\$	\$ -	Total	\$	\$0.00
Materials Presently Stored	\$	\$0.00																			
Previous Balance PLUS Delivered this Period MINUS Installed This Period (Included in "E")	\$	\$ -																			
Total	\$	\$0.00																			

Net Change in Stored Materials Value	\$0.00
Total Stored and Completed This Period Retention This Period (5%) Current Payment Due	\$0.00



Polk County
Polk Regional Water Cooperative

Agenda Item H.4.

3/22/2023

SUBJECT

TeamOne Notice to Proceed for 90% Design Services for the Southeast Wellfield Project - Information Item

DESCRIPTION

In March of 2022, the PRWC Board approved a contract for Carollo Engineers, Inc and team (known as "TeamOne") to complete the final design and provide construction oversight of the Southeast Wellfield project. As written, the Contract gave the Executive Director the authority to provide interim authorizations for professional services, as appropriate to advance the project.

In May of 2022, the PRWC BOD authorized the Executive Director to issue a notice to proceed to TeamOne for 60% design services. These services are currently underway, with select pipeline design packages already delivered to PRWC staff for review, and all remaining design packages to be delivered in April. Additionally, the PRWC has retained a construction manager at risk ("CMAR" or "contractor") which is currently coordinating with TeamOne to provide constructability and cost input on the 60% design.

In order for the contractor to achieve a schedule for construction to begin in 2024, it is important for TeamOne to initiate 90% design as soon as possible. Further, construction of Injection Well IW-1 must be completed prior to plant construction commencing pursuant to the District CFA in order to demonstrate concentrate disposal feasibility. Work on this well will begin in May 2023. The TeamOne Notice to Proceed will allow for injection well construction oversight and analysis of testing results.

This agenda item summarizes that intent to authorize professional services up to the following element thresholds:

- 90% design of all elements: \$5,981,316
- 100% design of the Injection Well IW-1: \$45,000
- Construction oversight of Injection Well IW-1: \$877,196
- Continued support for public outreach and funding and financing: \$656,398

RECOMMENDATION

This item is provided for the Boards information and no action is required.

FISCAL IMPACT

The Line of Credit will be used to pay TeamOne. The SRF and WIFIA loans will be used to reimburse the PRWC.

CONTACT INFORMATION

Mark Addison



Polk County
Polk Regional Water Cooperative

Agenda Item H.5.

3/22/2023

SUBJECT

Approve the Selection Committee recommendation to authorize staff to enter into contract negotiations with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture to provide Third Party Operator (TPO) Services for the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1 - Action Item

DESCRIPTION

On July 13, 2022, the Southeast Wellfield Project Board of Directors and the West Polk Lower Floridan Aquifer Board of Directors authorized staff to work with the City of Lakeland to advertise for TPO services to operate the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1. On November 14, 2022, the TPO solicitation was advertised by the City of Lakeland with a response date of December 14, 2022. The solicitation was extensively advertised and published with two responses, the US Water/ACCIONA joint venture and Veolia Water North America.

The makeup of the selection committee was the same that the Southeast and West Polk Board of Directors authorized on May 1, 2022, for the CMAR selection committee with a substitution made by Bartow due to a retirement and by Lakeland due to Tom Mattiacci's need to assist the Purchasing Department.

The Selection Committee met on January 23, 2023, to review the proposals. Following the discussion, the selection committee elected to conduct interviews with both vendors, and the interviews were conducted on March 3, 2022. At 1:00 p.m. on March 3, 2023, the City of Lakeland conducted a public meeting where the tabulated results of the TPO solicitation were announced.

The TPO will provide design and construction services prior to providing operational services for Southeast Wellfield Project, Phase 1, and West Polk Lower Floridan Aquifer Project, Phase 1.

RECOMMENDATION

Approve the Selection Committee's recommendation and authorize staff to negotiate an agreement with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture for the City of Lakeland RFQ NO 2348, TPO Services for the Polk Regional Water Cooperative for the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Tom Mattiacci



Polk County
Polk Regional Water Cooperative

Agenda Item H.6.

3/22/2023

SUBJECT

Truist Funding Proposal - Information Item

DESCRIPTION

The PRWC is in the process of securing a WIFIA loan in the amount of \$272,544,800 to fund eligible project costs through the anticipated five-year construction period. The estimated interest rate of the WIFAI loan as of March 3rd was approximately 4.04%

As an alternative to drawing from the WIFAI loan upon closing, Truist Bank received preliminary credit approval and submitted a proposal to the PRWC for a \$115 million fixed-rate tax-exempt bank loan maturing in three years to be used as interim financing at an interest rate of 3.75% (locked through May 11, 2023). The \$115 million Truist loan would cover the expected amount to be drawn from the WIFIA loan during the first three years and be paid off from WIFIA loan proceeds at maturity. The Truist loan would be fully funded at closing, allowing for the \$115 million of loan proceeds to be invested in authorized eligible investments per state statute and per the proposed PRWC Funding Policy (agenda item H.7) that under current market conditions, would yield an interest rate equivalent to the Truist loan (3.75%). Investments would be made by Truist as Escrow Agent/Trustee and not directly by the PRWC. The PRWC could choose to either make periodic interest rate payments on the Truist loan or capitalize interest until maturity, but regardless, the total net interest cost when taking into account investment from earnings, result in debt service savings when compared to a standalone WIFIA loan. Additionally, by delaying draws from the WIFIA loan during the first three years of construction funded by the Truist loan, the PRWC maintains the flexibility to request a one-time interest rate reset on the WIFAI loan assuming certain cost conditions are met.

RECOMMENDATION

This item is for the Boards information and no action is required.

FISCAL IMPACT

No fiscal impact at this time. If the PRWC were to take advantage of the Truist proposal and not make a draw upon the WIFAI loan for the first three years of construction, and if interest rates were to decline within that three-year period by 0.50% or greater, the PRWC could experience a significant reduction of future WIFIA loan interest costs. The flexibility for PRWC to request a one-time interest rate reset should interest rates decline creates a valuable financial option with significant potential upside and limited downside risk.

CONTACT INFORMATION

Alex Bugallo, RBC Capital Markets

Eric DeHaven

Truist Proposal

- Truist proposes a tax-exempt fixed rate of 3.75% (locked thru May 11, 2023) 3-5 year term loan fully funded at closing for \$115 million deposited into the Escrow/“Construction Fund” held by Truist Bank
- Interest is capitalized through maturity 3-5 years
- PRWC makes draws as needed to fund the projects from “Construction Fund”
- Assumes that Truist/Escrow Agent invests the Construction Fund on taxable State and Local Government Securities (“SLGS”) and/or other eligible investments per State Statute and PRWC’s Investment Policy at rates equal to 3.75%
- Interest earnings help reduce interest expense of the loan through maturity
- At maturity (~3-years), PRWC draws on WIFIA loan to payoff Truist loan and fund remaining project costs as needed
- PRWC maintains the flexibility to request a one-time WIFIA loan rate reset assuming interest rates decline and the other requirements are satisfied

Comparative Assumptions

Scenario 1. PRWC draws from WIFIA loan upon closing to fund project costs at an estimated WIFIA rate of 4.04% as of March 3, 2023 (**No Truist Loan**)

	Standalone WIFIA Loan Draws					Total Draws
	2023	2024	2025	2026	2027	
WIFIA Draws	\$22,157,966	\$14,211,738	\$71,179,810	\$117,946,427	\$47,048,859	\$272,544,800
CAPI	\$270,186	\$1,247,923	\$2,541,454	\$6,173,466	\$10,409,386	\$20,642,416
	\$22,428,152	\$15,459,661	\$73,721,264	\$124,119,893	\$57,458,245	\$293,187,216

Scenario 2. PRWC draws from Truist loan (~108 million plus capitalized interest) before paying it off with a WIFIA draw and continues to draw on WIFIA at the original rate of 4.04% (**No Rate Reset**)

	3-Year Bank Loan + WIFIA Takeout + Draws					Total Draws
	2023	2024	2025	2026	2027	
Bank Loan Draws	\$22,157,966	\$15,107,711	\$72,199,027	\$0	\$0	\$109,464,704
WIFIA Takeout	\$0	\$0	\$109,464,704	\$0	\$0	\$109,464,704
WIFIA Draws	\$0	\$0	\$0	\$117,946,427	\$47,048,859	\$164,995,286
WIFIA CAPI	\$0	\$0	\$1,627,548	\$6,150,751	\$10,386,671	\$18,164,970
Total WIFIA Draws	\$0	\$0	\$109,464,704	\$117,946,427	\$57,435,530	\$292,624,961

Scenario 3. PRWC draws from Truist loan (~108 million plus capitalized interest) before paying it off with a WIFIA draw and continues to draw on WIFIA at a **Rate Reset of 3.00%**

- No positive arbitrage (Escrow/Construction Fund earnings equal Truist rate ~ 3.75%) and does not take into account costs of issuance

Financing Summary

**Polk Regional Water Cooperative
Comparison of WIFIA Loan Structuring Alternatives**

	Principal	Net Interest*	Investment Earnings	Total Net Debt Service
Scenario 1 - Standalone WIFIA Loan (4.04%)	\$293,187,216	\$249,127,536	\$0	\$542,314,752
Scenario 2 - 3-Year Bank Loan (3.75%); WIFIA Takeout + Draws (No Reset 4.04%)	\$292,624,960	\$254,464,706	\$5,814,931	\$541,274,735
Scenario 3 - 3-Year Bank Loan (3.75%); WIFIA Takeout + Draws (Reset 3.00%)	\$287,660,265	\$181,923,575	\$5,814,931	\$463,768,910

* Net of capitalized interest

Recommendation

- RBCCM recommends that PRWC proceed with negotiating terms for an interim financing loan with Truist in parallel with the WIFIA loan
- The Truist loan proposal provides significant potential upside benefit with limited downside risk:
 - PRWC can borrow at short-term tax-exempt rates (~3.75%) and invest at 1-3-year taxable SLGS and other permitted investments per State Statute and PRWC's Investment Policy at rates up to the yield on the Truist loan
 - Reduces net interest expense by approximately \$1.1 million even without a WIFIA loan rate reset
 - Creates a valuable financial option for PRWC at a time when U.S Treasury rates are at or near the highest levels in over 10 years and market expectations of an economic recession
 - Acceleration of project draws from those anticipated could impact investment earnings

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Polk County
Polk Regional Water Cooperative

Agenda Item H.7.

3/22/2023

SUBJECT

PRWC Investment Policy - Information Item

DESCRIPTION

The PRWC is in the process of securing a WIFIA loan in the amount of \$272,544,800 to fund eligible project costs through the anticipated five-year construction period. As an alternative to drawing from the WIFIA loan upon closing, Truist Bank submitted a proposal to the PRWC for a \$115 million fixed-rate tax-exempt bank loan maturing in three years to be used as interim financing. The Truist loan would be fully funded at closing, allowing for a portion of the \$115 million of loan proceeds to be invested in authorized eligible investments. Under these circumstances, it is recommended that the PRWC develop and approve an Investment Policy that would ensure investments are made in accordance with state statute and in prudent fashion.

Just like the investment policies adopted by the Clerk of the Court and your municipalities, the proposed Investment Policy will provide definitive guidelines for the initial and ongoing investment of public funds under the control of the PRWC, in excess of those required to meet current expenses, as well as management of and reporting of those investments. The primary goal of the proposed policy is the safety of principal, liquidity of funds to meet projected needs and the optimization of investment return, within the limitation of prudent business judgment. The Investment Policy limit investments to certain prescribed securities and requires diversification of those securities in the PRWC's portfolio in order to reduce risk. The PRWC management will be in charge of enforcing investment policy with Truist or its designated agent acting as the PRWC's Investment Advisor.

This proposed policy will apply to all surplus funds owned by the PRWC or otherwise under management control of the PRWC to the extent that application of this policy does not conflict with the requirements of any Cooperative bond resolution. In the event of a conflict, the bond resolution shall govern.

RECOMMENDATION

This item is presented for the Boards information and no action is required. It is recommended that each member government review this policy and provide any edits or comments to the PRWC prior to the May 22, 2023 Board of Directors meeting.

FISCAL IMPACT

No direct fiscal impact is associated with this item.

CONTACT INFORMATION

Ed de la Parte

Eric DeHaven

INVESTMENT POLICY
Polk Regional Water Cooperative
Polk COUNTY, FLORIDA

RESOLUTION 2023-**???**: INVESTMENT POLICY
PRESENTED FOR BOARD CONSIDERATION 03/22/2023



PREPARED BY:

Legal Counsel and Financial Advisor

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Investment Policy
for
Polk Regional Water Cooperative

I. PURPOSE AND RESPONSIBILITY

The purpose of this Investment Policy (hereinafter “Policy”) is to provide definitive guidelines for the initial and ongoing investment of public funds under the control of the Polk Regional Water Cooperative, (hereinafter the “Cooperative”) in excess of those required to meet current expenses, as well as management of and reporting of those investments. The primary priority of the policy is the safety of principal and liquidity of funds to meet projected needs. The optimization of investment return, within the limitation of prudent business judgment, Section 218.415, Florida Statutes, and other documents containing investment constraints such as revenue bond resolutions and interlocal agreements, shall be secondary to the requirements for safety of principal and liquidity.

The Executive Director shall be responsible for establishing policies and procedures governing investments. The Board of Directors shall approve statements of policy.

II. SCOPE [Sec. 218.415(1), F.S.]

This policy applies to all surplus funds owned by the Cooperative or otherwise under management control of the Cooperative to the extent that application of this policy does not conflict with the requirements of any Cooperative bond resolution. In the event of a conflict, the bond resolution shall govern.

III. INVESTMENT OBJECTIVES [Sec. 218.415(1)]

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

From time to time, securities may be traded for other similar securities to improve yield, maturity or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security:

- A. The yield has been increased, or
- B. The maturity has been reduced or lengthened, or
- C. The quality of the investment has been improved.

Credit Risk

The Cooperative will minimize credit risk of loss due to the failure of the security by:

- A. Limiting investments to the authorized investments in the Policy.
- B. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the District will do business.
- C. Diversifying the investment portfolio to protect against losses on individual securities.
- D. Performing initial and ongoing credit analysis and review of all credit-sensitive securities held in the portfolio.

Interest Rate Risk

The Cooperative will minimize the risk that the market value of securities in the portfolio will fall due to changes in generally interest rates by:

- A. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market prior to maturity.
- B. Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting the average maturity of the portfolio in accordance with this policy.
- C. Limiting the maximum duration of the overall portfolio to 5 years.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Cooperative utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolios through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

IV. DELEGATION OF AUTHORITY

The Cooperative's Governing Board shall be responsible for approving changes to the Cooperative's Policy. The responsibility for providing guidance and approval of the Cooperative's investment strategy, within the parameters of the Policy, resides with the Cooperative's Executive Director. The management responsibility for all Cooperative funds in the Portfolio and investment transactions is delegated to the Cooperative's Executive Director or designee, as appropriate, and its third-party Investment Advisor. Under the direction of the Executive Director, the Senior Finance Manager or Finance Manager and Investment Advisor shall provide active management for

the Cooperative's designated funds. The Cooperative's Investment Advisor must be registered under the Investment Advisors Act of 1940. The Executive Director shall establish written procedures for the operation of the Investment Portfolio and a system of internal accounting and administrative controls to regulate the activities of employees.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Board of Directors in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

The Cooperative shall take due care to insure that personnel responsible for making investment decisions have developed sufficient understanding of and have the expertise necessary to evaluate and manage such investments.

The Executive Director or designee, when acting in accordance with written procedures and the Policy and exercising due diligence, shall be relieved of personal responsibility for the performance of any individual security provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

VI. ETHICS AND CONFLICTS OF INTERESTS

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. Also, investment officials and employees involved in the investment process shall disclose to the Board of Directors any material financial interests in financial institutions that conduct business with the Cooperative, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the Cooperative's investment program. Employees and officers shall

refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the Cooperative.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES [Sec. 218.415(13), F.S.]

The responsibility to invest and manage the Cooperative's funds is delegated to the Executive Director. The Executive Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the Cooperative's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. The written procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

VIII. CONTINUING EDUCATION [Sec. 218.415(14), F.S.]

The Executive Director, management designee and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS [Sec. 218.415(9), F.S.]

Investment activity shall be conducted only with Issuers, Dealers and/or Financial Institutions authorized by any two of the Chairman of the Board, Vice-Chairman of the Board or Executive Director. Accounts established with institutions/issuers/dealers will be approved by at least two (2) of the following: the Chairman of the Board, Vice-Chairman of the Board or General Manager after evaluation and favorable recommendation by the Cooperative's Investment Advisor. Securities shall be purchased only from financial institutions which are qualified public depositories as defined in Section 280.02(23), Florida Statutes or from SIPC broker/dealers who have, or whose parent company has, a long term issuer rating in the "A" category of higher from Standard & Poor's Rating Service and the "A" category or higher from Moody's Rating Service.

The Cooperative's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

X. MATURITY AND LIQUIDITY REQUIREMENTS [Sec. 218.415(6)]

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with bond resolutions, but in no event shall exceed five (5) years. Maturities longer than five (5) years require the written approval of the Board

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Executive Director or management designee and the Investment Advisor shall determine diversification strategies within the established guidelines as outlined by this Investment Policy.

XII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS [Sec. 218.415(12), F.S.]

After the Executive Director, management designee or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Telerate Information System
- B. Bloomberg Information Systems
- C. Wall street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the Cooperative's custodian or their correspondent institutions.

The Executive Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Executive Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when it is appropriate to use the comparison to current market value method include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
- B. When no active market exists for the issue being traded due to the age or depth of the issue
- C. When a security is unique to a single dealer, for example, a private placement
- D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the Cooperative's depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XIII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION [Sec. 218.415(7)(8)(16), F.S.]

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the Cooperative’s needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Executive Director or management designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the Cooperative’s custodian or banks.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the Cooperative. The Executive Director or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this Policy are prohibited.

The securities listed below are authorized securities for all funds to the extent this does not conflict with any of the Cooperative’s bond resolutions. In the event of a conflict, the bond resolution will prevail.

The allocation limits are intended as a general guide for management of funds under the direct control of Cooperative staff. Investment of debt proceeds and related earnings including, but not limited to, Construction Funds, Trust Funds, Capitalized Interest and Debt Service Reserves may be invested by the Board by resolution in any amounts and as governed by applicable bond resolution.

If securities owned by the Cooperative are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the Cooperative’s policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

- If a security is downgraded, the Executive Director or management designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the Board.
- If the Cooperative utilizes the services of an Investment Advisor, the Investment Advisor shall assist the Cooperative in monitoring the credit ratings of securities in the portfolio and shall notify the Executive Director or management designee of any such downgrade.

Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
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United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
Federal Instrumentalities (United States Government Sponsored Enterprises (GSE) which are non-	N/A	5 Years	80%	25%
Mortgage-Backed Securities (MBS) *	N/A	5 Years	20%	15%
Non-Negotiable Interest Bearing Time Certificates of	N/A	2 Years	65%	35%/25%
Repurchase Agreements	N/A	60 Days	50%	25%
Commercial Paper	P-1/A-1	270 Days	25%	5%
Corporate Notes	single "A" category by any two NRSROs	5 Years	25%	5%
Bankers' Acceptances	P-1/A-1	180 Days	25%	5%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs	5 Years	20%	5%
Supranationals	AA by two NRSROs	5 years	15%	5%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
Intergovernmental Investment Pool	AAA	N/A	25%	N/A
Florida PRIME	AAAm	N/A	50%	N/A

*The combined total of available funds invested in Federal Instrumentalities and Mortgage- Backed Securities cannot be more than 80%.

A. United States Government Securities

1. Purchase Authorization

Authorized Staff may invest in negotiable direct obligations, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to the following:

Cash Management Bills
Treasury Securities – State and Local Government Series (SLGS)
Treasury Bills
Treasury Notes
Treasury Bonds
Treasury Strips

2. Portfolio Composition

A maximum of 100% of available funds may be invested in the United States Government Securities.

3. Maturity Limitations

The maximum length to maturity of any direct investment in the United States Government Securities is five (5) years from the date of purchase.

B. United States Government Agencies (full faith and credit of the United States Government)

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by the United States Government agencies, provided such obligations are backed by the full faith and credit of the United States Government. Such securities will include, but not be limited to the following:

Government National Mortgage Association (GNMA)

United States Export – Import Bank

Direct obligations or fully guaranteed certificates of beneficial ownership

Farmer Home Administration

Certificates of beneficial ownership

Federal Financing Bank

Discount notes, notes and bonds

Federal Housing Administration Debentures

General Services Administration

New Communities Debentures

United States Government guaranteed debentures

United States Public Housing Notes and Bonds

United States Government guaranteed public housing notes and bonds

United States Department of Housing and Urban Development

Project notes and local authority bonds

2. Portfolio Composition

A maximum of 50% of available funds may be invested in United States Government agencies.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested in individual United States Government agencies.

4. Maturity Limitations

The maximum length to maturity for an investment in any United States Government agency security is five (5) years from the date of purchase.

C. Federal Instrumentalities (United States Government Sponsored Enterprises (GSE) which are non-full faith and credit).

1. Purchase Authorization

Authorized Staff may invest in bonds, debentures or notes issued or guaranteed by United States Government Sponsored Enterprises (GSE) (Federal Instrumentalities which are non-full faith and credit agencies) limited to the following:

Federal Farm Credit Bank (FFCB)

Federal Home Loan Bank or its District banks (FHLB)

Federal National Mortgage Association (FNMA)

Federal Home Loan Mortgage Corporation (Freddie-Macs) including Federal Home Loan Mortgage Corporation participation certificates

2. Portfolio Composition

A maximum of 80% of available funds may be invested in Federal Instrumentalities. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested in any one issuer.

4. Maturity Limitations

The maximum length to maturity for an investment in any Federal Instrumentality is five (5) years from the date of purchase.

D. Mortgage-Backed Securities (MBS)

1. Purchase Authorization

Authorized Staff may invest in mortgage-backed securities (MBS) which are based on mortgages that are guaranteed by a government agency or GSE for payment of principal and a guarantee of timely payment.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in MBS. The combined total of available funds invested in Federal Instrumentalities and Mortgage Backed Securities cannot be more than 80%.

3. Limits of Individual Issuers

A maximum of 15% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any MBS is five (5) years from the date of purchase.

The maturity of mortgage securities shall be considered the date corresponding to its average life. This date reflects the point at which an investor will have received back half of the original principal (face) amount. The average life may be different from the stated legal maturity included in a security's description.

E. Bank Accounts and Non-Negotiable Interest Bearing Time Certificates of Deposit

1. Purchase Authorization

Authorized Staff may invest in non-negotiable interest bearing time certificates of deposit or cash (savings, Demand Deposit Account, money market, etc.) accounts in banks organized under the laws of this state and/or in national banks organized under the laws of the United States and doing business and situated in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes and provided that the bank's Long Term debt is rated BBB or higher by at least two of the primary rating agencies and the Short Term debt is rated A-1 or higher by at least two of the primary rating agencies.

2. Portfolio Composition

A maximum of 65% of available funds may be invested in bank accounts and/or non-negotiable time certificates of deposit unless a greater amount of funds is needed within 60 days to meet cash flow needs. Within this limitation, no more than 50% of available funds may be invested in non-negotiable interest bearing time certificates of deposit. Since public deposit accounts are the initial depository for Cooperative funds, limitations may be exceeded under the following circumstances: (1) Funds are received and must be held for some length of time to bid or negotiate favorable terms for replacement investments; (2) Market conditions exist or significant changes in market conditions are anticipated, which together with the recommendation of Investment Advisor, indicate prudent management is to remain in these accounts at their current rates rather than assume additional

market risk. Any allocation higher than the limits set forth above requires written approval by the Executive Director and the concurrence of Investment Advisor.

3. Limits on Individual Issuers

A maximum of 35% of available funds may be deposited with any one bank with a maximum of 25% in certificates of deposit with any one issuer.

4. Maturity Limitations

The maximum maturity on any certificate shall be no greater than two (2) years from the date of purchase.

F. Repurchase Agreements [Sec. 218.415(11), Fla. Stat.]

1. Purchase Authorization

a. Authorized Staff shall only invest in repurchase agreements governed by a written SIFMA Master Repurchase Agreement, which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the counterparty default or fail to provide fully timely repayment.

b. The counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered bank.

c. A third party custodian shall hold collateral for all repurchase agreements with a term longer than one (1) business day under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the Cooperative's custodial account or in a separate account in the name of the Cooperative

d. Securities authorized for collateral are negotiable direct obligations of the United States Government and Federal Instrumentalities with maturities under five (5) years and must have a mark-to-market value at a minimum of 102 percent plus current accrued price differential at the close of each business day during the term of the repurchase agreement. Immaterial short-term deviations from 102 percent requirement are permissible only upon the approval of the Executive Director.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in repurchase agreements with the exception of one (1) business day agreements and overnight sweep agreements.

3. Limits on Individual Issuers

A maximum of 25% of available funds may be invested with any one institution with the exception of one (1) business day agreements and overnight sweep agreements.

4. Maturity Limitations

The maximum length to maturity of any repurchase agreement is 60 days from the date of purchase.

G. Commercial Paper

1. Purchase Authorization

Authorized Staff may invest in commercial paper of any United States company that is rated, at the time of purchase, the highest credit ratings category by at least two Nationally Recognized Statistical Rating Organizations (NRSROs).

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in prime commercial paper.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for prime commercial paper shall be 270 days from the date of purchase.

H. Corporate Notes

1. Purchase Authorization

Authorized Staff may invest in United States dollar denominated senior debt obligations issued by a corporation or bank that have a long term debt rating, at the time of purchase, at a minimum "A" category by at least two NRSROs.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in corporate notes.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for corporate notes shall be five (5) years from the date of purchase.

I Bankers' Acceptances

1. Purchase Authorization

Authorized Staff may invest in bankers' acceptances which are issued by a domestic bank which has at the time of purchase, an unsecured, uninsured and unguaranteed obligation rating of at least the highest credit ratings category by at least two NRSROs.

2. Portfolio Composition

A maximum of 25% of available funds may be directly invested in bankers' acceptances.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

The maximum length to maturity for bankers' acceptances shall be 180 days from the date of purchase.

J. State and/or Local Government Taxable and/or Tax-Exempt Debt

1. Purchase Authorization

Authorized Staff may invest in state and/or local government taxable and/or tax-exempt debt, general obligation and/or revenue bonds, rated at least "A" category by at least two NRSROs for long-term debt, or rated at least "MIG-2" by Moody's or "SP-2" by Standard & Poor's or the equivalent by another NRSRO for short-term debt.

2. Portfolio Composition

A maximum of 20% of available funds may be invested in taxable and tax-exempt debts.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any state or local government debt security is five (5) years from the date of purchase.

K. Registered Investment Companies (Money Market Mutual Funds)

1. Investment Authorization

Authorized Staff may invest in shares in open-end and no-load money market funds provided such funds are registered under the Federal Investment Company Act of 1940 and operate in accordance with 17 C.F.R. § 270.2a-7, which stipulates that money market funds must have an average weighted maturity of 60 days or less. In addition, the share value of the money market funds must be equal to \$1.00.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in money market funds.

3. Limits of Individual Issuers

A maximum of 25% of available funds may be invested with any one money market fund.

4. Rating Requirements

The money market funds shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

5. Due Diligence Requirements

A thorough review of any money market fund by the investment committee is required prior to investing, and on a continual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

L. Intergovernmental Pool

1. Investment Authorization

Authorized Staff may invest in intergovernmental investment pools that are authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.

2. Portfolio Composition

A maximum of 25% of available funds may be invested in intergovernmental investment pools.

3. Rating Requirements

The Intergovernmental Investment Pool shall be rated “AAA” by Standard & Poor’s or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of any investment pool/fund by the investment committee is required prior to investing, and on a continual basis Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

M. Florida PRIME

1. Investment Authorization

Authorized Staff may invest in the Florida PRIME Fund, as administered by the Florida State Board of Administration.

2. Portfolio Composition

A maximum of 50% of available funds may be invested in Florida PRIME.

3. Rating Requirements

The Intergovernmental Investment Pool shall be rated “AAAm” by Standard & Poor’s or the equivalent by another NRSRO.

4. Due Diligence Requirements

A thorough review of any investment pool/fund by the investment committee is required prior to investing, and on a continual basis Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund.

N. Supranationals

1. Purchase Authorization

Authorized Staff may invest in US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, provided that at the time of purchase the securities are rated “AA” or higher by any two (2) NRSROs.

2. Portfolio Composition

A maximum of 15% of available funds may be invested in supranationals.

3. Limits on Individual Issuers

A maximum of 5% of available funds may be invested with any one issuer.

4. Maturity Limitations

A maximum length to maturity for an investment in any supranational security is five (5) years from the date of purchase.

XIV. MASTER REPURCHASE AGREEMENT

The Cooperative will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to the requirements of the SIFMA Master Repurchase Agreement.

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS [Sec. 218.415, F.S.]

Investment in any derivative products or the use of reverse repurchase agreements requires specific Board of Directors approval prior to their use. If the Board of Directors approves the use of derivative products, the Executive Director or management designee shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the Board of Directors approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Executive Director or management designee has sufficient resources and expertise to manage them.

XVI. PERFORMANCE MEASUREMENTS [Sec. 218.415(3), F.S.]

In order to assist in the evaluation of the portfolios’ performance, the Cooperative will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Cooperative to measure its returns against other investors in the same markets.

A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the average of the yields of the Merrill Lynch three- month U.S. Treasury Bill Index for the time period being measured. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.

B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Merrill Lynch 1-3 Year U.S. Treasury Note Index and the portfolio’s total rate of return will be compared to this benchmark. . The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

XVII. REPORTING [Sec. 218.415(15), F.S.]

The Executive Director or management designee shall receive from the Investment Advisor a Monthly and Quarterly Investment Report. The Executive Director and/or management designee shall provide the Board of Directors with bi-monthly Investment Reports. The Monthly and/or Quarterly Investment Reports shall include but are not limited to the following:

- A. Details of the portfolio by fund type.
- B. Recent market conditions, economic developments and anticipated investment conditions.
- C. The investment strategies employed in the most recent quarter.
- D. description of all securities held in investment portfolios at month-end as well as its cost and carrying value, market value, and yield performance for that period.
- E. The total rate of return for the quarter and year-to-date versus appropriate benchmarks
- F. Any areas of the Policy of concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS [Sec. 218.415(10)(18), F.S.]

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the Cooperative should be properly designated as an asset of the Cooperative. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit. The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Executive Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Executive Director or management designee with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the Cooperative, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. INVESTMENT REVIEW AND STRATEGY

The Executive Director will be responsible for consulting with the Investment Advisor and staff for the purpose of formulating alternative investment strategies and short-range directions within the guidelines herein set forth and for monitoring the performance and structure of the Cooperative's portfolio.

A designee of the Executive Director will provide the Executive Director with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Executive Director shall consult with Investment Advisor and/or staff as often as deemed necessary, under the given conditions, to review, discuss and affirm or alter the current investment strategy and perform other functions as herein provided. The Executive Director activities shall include but not be limited to review and setting investment strategies; review and establishing of written investment procedures; review and approval of bank and other rating agency services; review and approval of source documentation regarding issuers, institutions and dealers, and any other functions as defined herein.

XX. SECURITIES DISPOSITION

Every security purchased on behalf of the Cooperative must be properly earmarked and, if in book entry form, must be held for the credit of the Cooperative by a depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida and must be kept by the depository in an account separate and apart from the assets of the financial institution.

XXI. PREEMPTION

Any provision of any special act, municipal charter or other law which prohibits or restricts the Cooperative from complying with Section 218.415, Florida Statutes, or any rules adopted under Section 218.415, Florida Statutes, is void to the extent of the conflict.

XXII. AUDITS

Certified public accountants conducting audits of the Cooperative shall report, as part of the audit, whether or not the Cooperative has complied with Section 218.415, Florida Statutes.

XXIII. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by Cooperative resolution. The Executive Director, and the Investment Advisor shall review the Policy annually. If a change in the Policy is recommended for approval by the Executive Director, the Executive Director or designee will prepare the necessary report to the Board.

Attachment A
Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30- year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30- year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the

same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond Market Association (BMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

Derivatives. For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB’s regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

Dollar Price. A bond’s cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security’s or portfolio’s cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key

tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to

thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc (FINRA). is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation".

Ginnie Mae. See "Government National Mortgage Association".

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one year period.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA and FHLMC. There are a variety of MBS structures, some of which can be very risky and complicated. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$\frac{[(\text{Total assets}) - (\text{Liabilities})]}{(\text{Number of shares outstanding})}$$

NRSRO. A “Nationally Recognized Statistical Rating Organization.” A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody’s, S&P, Fitch and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. Face value, stated value or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody’s.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the “prudent person” standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.
4. Meets all requirements of F.S. 280
5. Has been designed by the Treasurer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value.

Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the

investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate BMA approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to "loan" the investor's investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of monies for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. A Supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries. **Swap.** Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and

10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just “Average Maturity”). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call" and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?



Polk County
Polk Regional Water Cooperative

Agenda Item H.8.

3/22/2023

SUBJECT

Status of Land Acquisition Activities for the Southeast Wellfield and Adopt Resolution 2023-05 Amending Resolution 2022-12 Approving Land Acquisition Process for the Southeast Wellfield Project - Action Item

DESCRIPTION

TeamOne is in the process of completing the 60% design for the Southeast Wellfield Project. The 60% design includes approximately 61 miles of finished water transmission pipeline, 10 miles of raw water pipeline, and several raw water wells. These project items require the purchase of property or easements. At the September 21, 2022 Board of Directors meeting, the Southeast Project Board approved Resolution 2022-12 which established a three-tier process to facilitate the review and acquisition of the necessary property and easements for the project.

PRWC and TeamOne staff will provide the status of current acquisition activities. In addition, staff will provide an overview of the acquisition process, including a review of the three-tier process established under Resolution 2022-12, and what the BOD should expect over the next several months.

Finally, as this process has progressed it has been noted that the process approved under Resolution 2022-12, which focuses on the appraised property values, did not take into account costs and fees typically incurred in these types of transaction such as landowner's attorney's fees and other miscellaneous costs (experts costs, court fees, etc.). Therefore, staff have proposed a new resolution 2023-05 to amend resolution 2022-12, which will add these costs to the approval process. The revised three tier approval process is recommended as follows (new language in **Bold**):

- 1) Delegate to the Executive Director the authority to approve all land acquisitions up to 50% above the appraised value of the property or \$100,000, whichever is higher **and to approve all attorney's fees and other costs up to and including \$150,000.**
- 2) Delegate to the Land Acquisition Committee the authority to approve all land acquisitions greater than 50% up to 100% of the Appraised value of the property of greater than \$100,000 up to \$500,000, whichever is higher **and to approve all attorney's fees and other costs above \$150,000 up to and including \$300,000.**
- 3) Reserve to the Southeast Wellfield Project Board the approval of land acquisitions above 100% of the appraised value of the property or above \$500,000, whichever is higher **and to approve all attorney's fees and other costs greater than \$300,000.**

RECOMMENDATION

Approve Resolution 2023-05 which adds costs thresholds for attorney fees and other costs associated with the acquisition of property and easements.

FISCAL IMPACT

The financial impact to the PRWC for land easements and property is expected to be approximately \$21,229,000.

CONTACT INFORMATION

Eric DeHaven

Wade Brown

Mark Addison

POLK REGIONAL WATER COOPERATIVE

Resolution 2023-05

**RESOLUTION AMENDING RESOLUTION 2022-12
APPROVING LAND ACQUISITION PROCESS
FOR THE SOUTHEAST WELLFIELD PROJECT**

The Polk Regional Water Cooperative (“Cooperative”), created pursuant to Section 373.713, Florida Statutes, and an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, in 2016 the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Frostproof, the City of Haines City, the Village of Highland Park, the City of Lake Alfred, the City of Lake Wales, City of Lakeland, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County entered into the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative (“Formation Agreement”) with an effective date of May 1, 2016; and

WHEREAS, on July 13, 2022 the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Haines City, the City of Lake Alfred, the City of Lake Wales, City of Lakeland, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County entered into the Second Amended and Restated Implementation Agreement – Southeast Wellfield (“Implementation Agreement”); and

WHEREAS, the Implementation Agreement requires the Cooperative to move forward with final design, permitting, bidding and construction of the first phase of Southeast Wellfield Project (“Project”) and

WHEREAS, Phase 1 of the Project will consist of a 7.5 MGD reverse osmosis facility, raw water wellfield, injection well and transmission pipeline; and

WHEREAS, the raw wellfield alignment will include approximately 10 miles of raw water pipeline and 66 miles of finished water transmission pipeline; and

WHEREAS, it is currently estimated in order to complete construction of these project elements approximately 329 easement parcels will need to be acquired; and

WHEREAS, given the extraordinary number of parcels that will have to be acquired and the fact that the Cooperative Board of Directors only meets twice a month, a streamlined land acquisition process will need to be established; and

WHEREAS, on September 21, 2022 the Southeast Wellfield Board of Directors approved Cooperative Resolution 2022-12 establishing a three-tier process to facilitate the land acquisition process; and

WHEREAS, the approved process consists of delegating authority to the Executive Director to approve land acquisition with certain limits, establishing an executive committee composed of three board members and alternate to approve land acquisitions above the Executive Director's limits and reserving to the Board of Directors the authority to approve land acquisitions beyond the limits delegated to the executive committee; and

WHEREAS, the approved process did not take into account the Owner's attorney's fees and other costs, which are required under Sections 73.091 and 73-092, Florida Statutes; and

WHEREAS, the Cooperative's land acquisition consultant and eminent domain consultant recommend amending the approved land acquisition process to include the approval of the Owner's attorney's fees and other costs separate from the land acquisition limits; and

WHEREAS, Section 2.02 of the Formation Agreement authorizes the Board of Directors to delegate any and all executive, administrative and ministerial powers; and

WHEREAS, Section 2.03(A) of the Formation Agreement authorizes a project board to delegate any and all executive, administrative and ministerial powers regarding a specific Approved Water Project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Southeast Wellfield Project Board does hereby amend Cooperative Resolution 2022-12 to approve the following modified procedure to handle land acquisition associated with implementation of Phase 1 of the Southeast Wellfield Project and delegates to the Executive Director and the Land Acquisition Executive Committer all powers necessary to effectuate such land acquisition as follows:

(a) Delegate to the Executive Director the authority to approve all land acquisitions up to 50% above the appraised value of the property or \$100,000, whichever is higher and to approve all attorney's fees and other costs up to and including \$150,000; and

(b) Create a Land Acquisition Executive Committee composed of three Board Members and one alternate Board Member appointed by the Board Directors and delegate to this Committee the authority to approve all land acquisitions greater than 50% up to 100% of the appraised value of the property or greater than \$100,000 up to \$500,000, whichever is higher and to approve all attorney's fees and other costs above \$150,000 up to and including \$300,000; and

(c) Reserve to the Southeast Wellfield Project Board the approval of land acquisitions above 100% of the appraised value of the property or above \$500,000, whichever is higher and to approve all attorney's fees and other costs greater than \$300,000.

DONE at Auburndale, Florida this 22nd day of March, 2023

Southeast Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

Edward P. de la Parte
Legal Counsel



Polk County
Polk Regional Water Cooperative

Agenda Item H.9.

3/22/2023

SUBJECT

Adopt Resolution 2023-06 Project Resolution of Necessity Approving the Southeast Lower Floridan Water Production Facility and Southeast Transmission Line Projects - Action Item

DESCRIPTION

The Cooperative, being an independent special district of the State of Florida, has been granted the power of eminent domain pursuant to the June 1, 2016 Interlocal Agreement and Section 163.01(7) (f), Florida Statutes for the condemnation of private property for public use and to acquire interest in such real property as is necessary for the purpose of carrying out the Interlocal Agreement. Before exercising the power of eminent domain, the Cooperative Board of Directors is required to adopt a resolution authorizing the acquisition of property for any purpose set forth in the Interlocal Agreement for the Cooperative's purpose or use subject to limitations set forth in Section 73.103 and 37.014, Florida Statutes. Resolution 2023-06 constitutes the Project Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects.

Selection of the most reasonable and practical routes for the SELFA WPF raw water transmission line and SETM finished water transmission line involved extensive coordination with the Cooperative's project participants. Routing of the pipelines considered the following: 1) alternatives routes including member points of connection, 2) environmental impacts, 3) cost/constructability, 4) long range planning for the area, and 5) safety and accessibility of the pipeline. Based on this evaluation, the preferred SELFA WPF raw water transmission line route was selected and is depicted in Exhibit "A" of Resolution 2023-06. Additionally, the preferred SETM finished water pipeline route was selected and is depicted in Exhibit "B" of Resolution 2023-06.

Public hearings were held on February 27, 2023 at the Town of Lake Hamilton Town Council Room and on February 28, 2023 at the Florida Department of Transportation District One Conference Center in Bartow, Florida for the purpose of presenting the preferred routes and to solicit public comments and the public comments have been considered by the Cooperative Board of Directors.

RECOMMENDATION

Adopt Resolution 2023-06 Project Resolution of Necessity Approving the Southeast Lower Floridan Water Production Facility and Southeast Transmission Line Projects.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Mark Addison

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2023-06

PROJECT RESOLUTION OF NECESSITY APPROVING THE SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND SOUTHEAST TRANSMISSION LINE PROJECTS

The Polk Regional Water Cooperative (“Cooperative”), created pursuant to Section 373.713, Florida Statutes, and an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, groundwater from the Upper Floridan aquifer in central Florida, which includes all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, is the primary source of water supply for public, agricultural, commercial and industrial water users; and

WHEREAS, in 2011 the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District, the Florida Department of Agriculture and Consumer Services, public water supply utilities and other stakeholders commenced the Central Florida Water Initiative (“CFWI”), a collaborative process to determine the sustainable yield of the Upper Floridan aquifer in central Florida and to identify strategies for supplying all existing and future reasonable beneficial uses without harming the natural resources; and

WHEREAS, the CFWI process concluded that the Upper Floridan aquifer alone could not meet future water demands or currently permitted allocations without resulting in unacceptable harm to water resources and related natural systems; and

WHEREAS, in June 2021 pursuant to Section 373.0465, Florida Statutes, the Florida Department of Environmental Protection adopted uniform rules for application within central Florida, which among other things would restrict an applicant’s or permittee’s withdrawal from the Upper Floridan aquifer to an amount no greater than its demonstrated 2025 demand and requiring the development of Alternative Water Supplies (“AWS”) to meet demands above this limit; and

WHEREAS, in anticipation of the CFWI rules, Polk County and 15 municipalities within Polk County created the Cooperative as an independent special district pursuant to Chapter 189, Section 373.713, Florida Statutes and an Interlocal Agreement entered into on June 1, 2016 pursuant to Section 163.01, Florida Statutes (the “Interlocal Agreement”) for the purpose of developing AWS projects to meet the future potable water needs of the citizens of Polk County above and beyond the Demonstrated 2025 Demand of the Cooperative’s founding member governments; and

WHEREAS, during the next several years following its creation, the Cooperative and its member governments evaluated over 200 potential AWS projects for the purpose of identifying the most cost-effective projects capable of meeting the potable water needs of the citizens of Polk County and at the end of that process two projects were selected for implementation; and

WHEREAS, one of the two projects selected for implementation is the Southeast Wellfield Project, which consists of the Southeast Lower Floridan Aquifer Water Production Facility (“SELFA WPF”) and the Southeast Transmission Main (“SETM”); and

WHEREAS, the Southeast Wellfield Project has received a 40-year consumptive use permit authorizing the withdrawal and use of 30 million gallons a day of water from the Lower Floridan aquifer; and

WHEREAS, in April 2021, the Cooperative and 15 of its member governments entered into the Implementation Agreement for the Southeast Wellfield, which obligates the Cooperative to construct and operate the SELFA WPF and the SETM to supply the participating member governments 15.15 million gallons a day of potable water by 2045 (the “Implementation Agreement”); and

WHEREAS, the Cooperative is currently completing planning for and is ready to proceed with construction of the first phase of the SELFA WPF, which consists of a 5 raw water wells, approximately 10 miles of raw water transmission line and a water treatment plant capable of producing 7.5 million gallons a day of high quality potable water and the SETM, which consists of approximately 61 miles of water transmission pipeline to deliver the finished water from the water treatment plant to the project participants for use in their water service areas; and

WHEREAS, selection of the most reasonable and practical routes for the SELFA WPF raw water transmission line and SETM finished water transmission line involved extensive coordination with the Cooperative’s project participants, a detailed technical evaluation and a public outreach; and

WHEREAS, the route of the SETM was evaluated based on the following main factors:

- A. Alternative routes, the location of the raw water production wells and the final delivery points for the member systems.
- B. Environmental factors such as avoidance of wetlands and endangered and threatened species.
- C. Costs of the pipeline, including cost and constructability of the route.
- D. Long range planning for the area, including location of future production wells and land use changes.

E. Safety and accessibility of the pipeline.

WHEREAS, alignment of the SELFA WPF raw water transmission line is mostly dictated by the permitted location of the raw production wells identified in the existing consumptive use permit, which at the time the permit was issued, took into account environmental, cost, long range planning and safety and accessibility factors; and

WHEREAS, based on this evaluation, the preferred SELFA WPF raw water transmission line route was selected and is depicted in **Exhibit "A."**

WHEREAS, the alignment of the SETM finished water pipeline involved an intensive effort using geographic information system mapping and other digital resources to consider several possible alignments, generally along roadways to the extent possible to minimize impact to property and to allow for a continuous path from the water treatment plant to the member government's point of connection; and

WHEREAS, for each of the possible alignments, desktop and field investigations were conducted and then individual segments were assigned a score between 1 and 4 representing the most preferred to the least preferred; and

WHEREAS, once the initial scoring was complete, route segment options were eliminated for such factors as increased cost, significant disruption to residential and commercial areas, extensive environmental, historical or archeological impacts and safety concerns with high traffic areas; and

WHEREAS, based on this evaluation, the preferred SETM finished water pipeline route was selected and is depicted in **Exhibit "B."**

WHEREAS, public workshops were held on February 27, 2023 at the Town of Lake Hamilton Town Council Room and on February 28, 2023 at the Florida Department of Transportation District One Conference Center in Bartow, Florida for the purpose of presenting the preferred routes and to solicit public comments and the public comments have been considered by the Cooperative Board of Directors; and

WHEREAS, the Cooperative has been granted the power of eminent domain pursuant to the Interlocal Agreement and Section 163.01(7)(f), Florida Statutes for the condemnation of private property interest for public use, and to acquire any interest in such real property as is necessary for the purpose of carrying out the Interlocal Agreement; and

WHEREAS, before exercising the power of eminent domain the Cooperative Board of Directors is required to adopt a resolution authorizing the acquisition of property for any purpose set forth in the Interlocal Agreement for the Cooperative's purpose or use subject to limitations set forth in Sections 73.013 and 73.014, Florida Statutes; and

WHEREAS, the Cooperative has bifurcated its eminent domain resolution into two separate resolutions; the Project Resolution, authorizing acquisition of property and property rights for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, and the Parcel Resolution, authorizing the parcel acquisition and identifying the specific property and property rights to be acquired for the projects; and

WHEREAS, this Resolution constitutes the Project Resolution for the SELFA WPF raw water transmission line and the SETM finished water pipeline projects; and

WHEREAS, the construction of the SELFA WPF raw water transmission line and the SETM finished water pipeline constitutes a valid public purpose of the Cooperative in carrying out its charge under Chapter 189, Section 163.01, Section 373.713, the Interlocal Agreement and the Implementation Agreement to develop an AWS project to meet the existing and future potable water needs of the citizens of Polk County; and

WHEREAS, absent a relinquishment of the property pursuant to Section 73.013(4), Florida Statutes, land to be acquired will not be conveyed to natural persons or private entities and the land is not being acquired to abate or eliminate a public nuisance or to prevent or eliminate a slum or blight; and

WHEREAS, the Cooperative intends in good faith to construct the SELFA WPF and the SETM on, under or over the described property; and

WHEREAS, the Cooperative Board, after being fully informed on the matter and upon proper consideration, approves the SELFA WPF Project, including the raw water transmission line route depicted in **Exhibit “A”** and the SETM Project, including the finished water pipeline route depicted in **Exhibit “B”**; and

WHEREAS, prior to the Cooperative Board approving the alignments depicted in **Exhibits “A” and “B”**, the Board considered several factors including without limitation, alternative routes, environmental impact, costs, long range planning and safety; and

WHEREAS, the Cooperative Board, after proper consideration, makes the following findings regarding the alignments depicted in **Exhibits “A” and “B”**:

- A. ALTERNATIVE ROUTES: The Cooperative Board considered various alignments, costs thereof, and projected improvements before approving an alignment for the SELFA WPF raw water transmission line and the SETM finished water pipeline as the “best fit” alignments for the proposed transmission mains.

- B. ENVIRONMENTAL FACTORS: Necessary permits are expected to be approved or have been approved by the permitting agencies. The projects have been designed to minimize adverse impacts to environment and

historical and archaeological resources and it is anticipated that no adverse environmental impacts will result from these projects.

C. COSTS: The cost of all alternative routes were considered. The preferred alignment for the SELFA WPF raw water transmission line and the SETM finished water pipeline are cost effective within the required design criteria.

D. LONG RANGE PLANNING: The project is consistent with the CFWI Regional Water Supply Plan, the Cooperative's water supply plan and is part of a program previously adopted by the Cooperative for meeting the long-term potable water demands of the citizens of Polk County.

E. SAFETY CONSIDERATIONS: The routes were selected to parallel existing roads whenever possible and minimize significant interference with residential and commercial property. The identified route will provide sufficient area to construct the proposed transmission lines.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The forgoing findings are incorporated herein by reference and made a part hereof.

Section 2. The SELFA WPF and SETM Projects are hereby designated Cooperative approved projects pursuant to the Interlocal Agreement and the Implementation Agreement.

Section 3. It is the judgment of the Cooperative that the construction of the SEFLA WPF raw water transmission line as depicted in **Exhibit "A"** and the SETM finished water pipeline as depicted in **Exhibit "B"** is necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction is necessary for the performance of its duties and for the construction, reconstruction and maintenance of said facilities for the use of the general public; and that the Cooperative is authorized to make such acquisition by gift, purchase or condemnation. Nothing contained in this Resolution is intended to require any Member to incur the cost of relocating any Member utility facilities within the alignments depicted in **Exhibits "A" and "B."**

Section 4. That this Resolution shall take effect immediately upon its adoption.

Section 5. That if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

DONE at Auburndale, Florida this 22nd day of March, 2023

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

Edward P. de la Parte
Legal Counsel

EXHIBIT A

SELFA WPF Raw Water Transmission Line Route

[See Attached 1 Page]

Exhibit A

SELFA WPF Raw Water Line Route

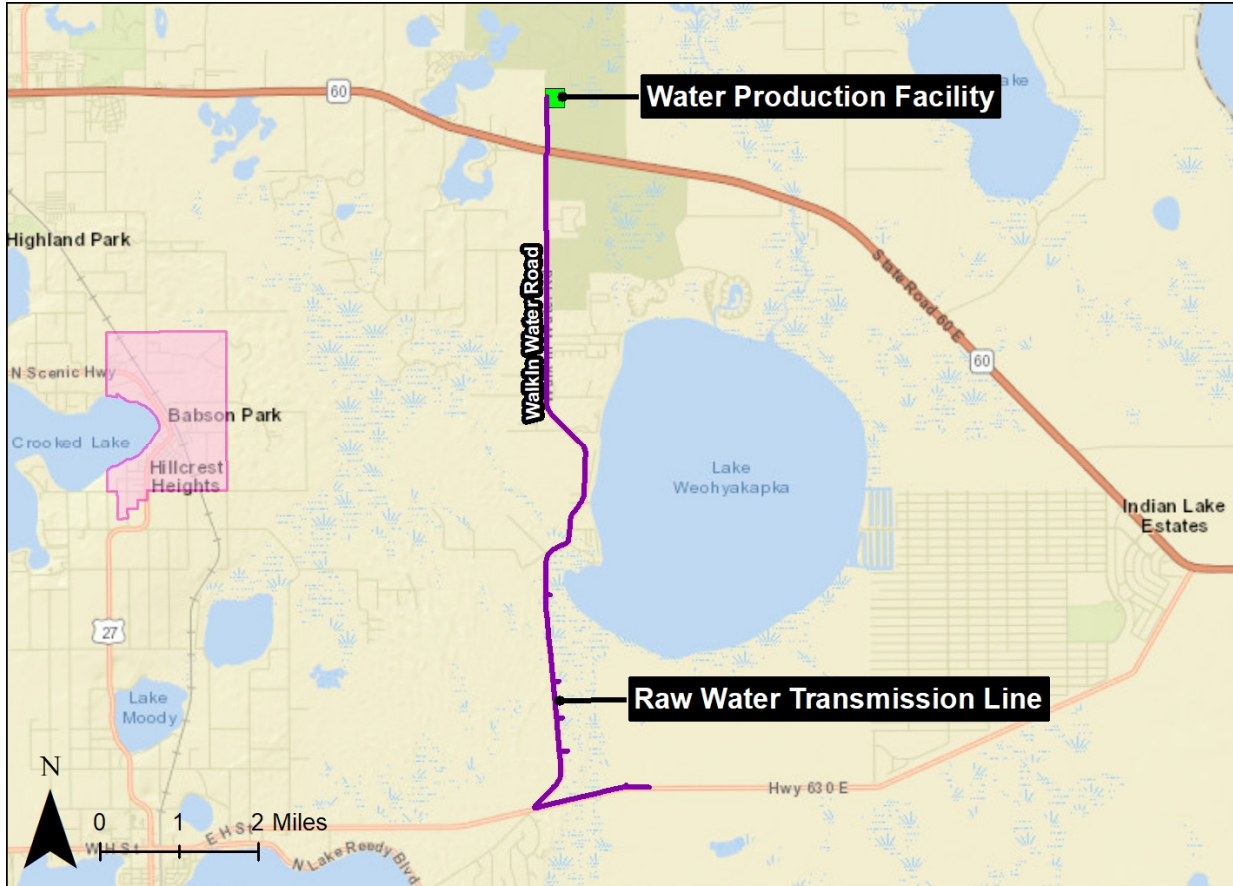


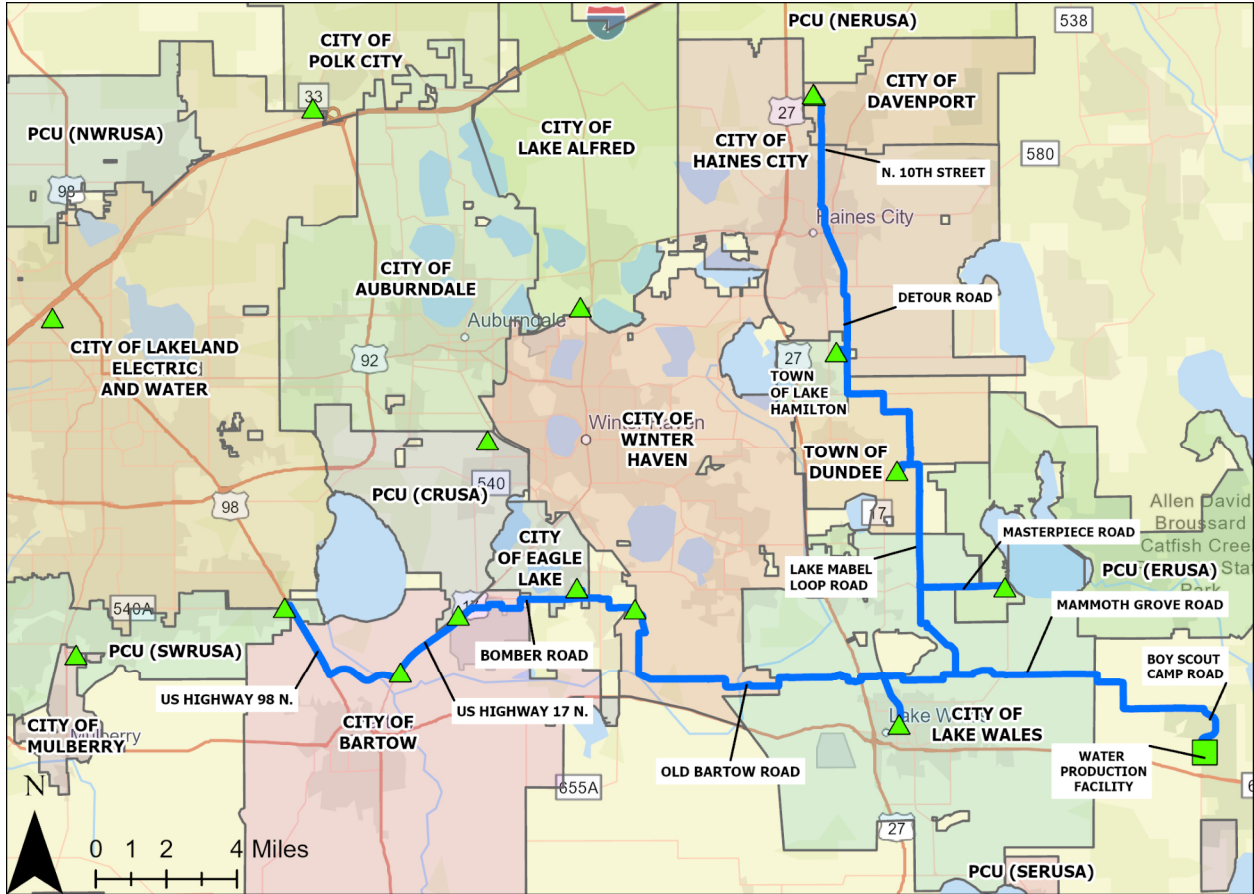
EXHIBIT B

SETM Finished Water Pipeline Route

[See Attached 1 Page]

Exhibit B

SETM Finished Water Pipeline Route



Public Hearing Materials
and
Transcripts as an Exhibit to
Agenda Item H.9



For Immediate Release
February 20, 2023

Contact: Public Information Office
863-248-7388
info@prwcwater.org

PRWC Schedules Public Hearing in Lake Hamilton
Hearing will walk the community through the Cooperative's ongoing efforts

Polk County, Fla. — The Polk Regional Water Cooperative (PRWC) will hold a public hearing on Monday, February 27, from 6 to 8 p.m. During this hearing, PRWC will provide information on its project and discuss land acquisition for proposed water pipeline routes.

PRWC is offering multiple ways for the community to participate in the hearing. All participants, regardless of the platform they choose, will participate in the same live hearing.

Virtual Option: Interested persons may join the Virtual Public Meeting (VPM) from a computer, tablet or mobile device. A VPM is a free live presentation or webinar over the internet. For this option, advance registration is required by visiting https://bit.ly/PRWC_VPM_Registration_Lake_Hamilton. Once registered, participants will receive a confirmation email with information to join the meeting online. Please note, Internet Explorer cannot be used to register or attend this webinar. If joining online, please allow adequate log-in time to view the presentation in its entirety.

Phone Option (Listen Only): Participants may join the meeting in listen-only mode by dialing either (213) 929-4221 or toll free (877) 568-4108 and entering the passcode 612-312-695 when prompted.

In-Person Option: Participants may attend in person by going to the Lake Hamilton Town Hall Council Room, 100 Smith Ave., Lake Hamilton, FL 33851.

If you are feeling unwell, please consider attending the meeting virtually or by phone.

All meeting materials, including the presentation, will be available prior to the meeting on the PRWC website at prwcwater.org.

PRWC is developing strategies to meet Polk County's long-term water demands, providing infrastructure to meet those demands, and encouraging the responsible use of resources through a regional water conservation program. PRWC was formed to lead planning for Polk County's future water supply needs after the state of Florida identified sustainable water services as a top environmental and legislative priority. Oversight of PRWC is solely in the hands of the elected officials from 16 member governments including Polk County, Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lake Hamilton, Lake Wales, Lakeland, Mulberry, Polk City and Winter Haven.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status in compliance with Title VI of the Civil Rights Act.

Media inquiries should be directed to the Public Information Office at info@prwcwater.org or by telephone at (863) 248-7388.

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For Immediate Release
Feb. 20, 2023

Contact: Public Information Office
863-248-7388
info@prwcwater.org

PRWC Schedules Public Hearing in Bartow

Hearing will walk the community through the Cooperative's ongoing efforts

Polk County, Fla. — The Polk Regional Water Cooperative (PRWC) will hold a public hearing on Tuesday, February 28, from 6 to 8 p.m. During this hearing, PRWC will provide information on its project and discuss land acquisition for proposed water pipeline routes.

PRWC is offering multiple ways for the community to participate in the hearing. All participants, regardless of the platform they choose, will participate in the same live hearing.

Virtual Option: Interested persons may join the Virtual Public Meeting (VPM) from a computer, tablet or mobile device. A VPM is a free live presentation or webinar over the internet. For this option, advance registration is required by visiting https://bit.ly/PRWC_VPM_Registration_Bartow. Once registered, participants will receive a confirmation email with information to join the meeting online. Please note, Internet Explorer cannot be used to register or attend this webinar. If joining online, please allow adequate log-in time to view the presentation in its entirety.

Phone Option (Listen Only): Participants may join the hearing in listen-only mode by dialing either (951) 384-3421 or toll free (866) 901-6455 and entering the passcode 797-658-462 when prompted.

In-Person Option: Participants may attend in person by going to the FDOT District One Conference Center, 801 N. Broadway Ave., Bartow, FL 33830.

If you are feeling unwell, please consider attending the meeting virtually or by phone. All hearing materials will be available prior to the meeting on the PRWC website at prwcwater.org.

PRWC is developing strategies to meet Polk County's long-term water demands, providing infrastructure to meet those demands, and encouraging the responsible use of resources through a regional water conservation program. PRWC was formed to lead planning for Polk County's future water supply needs after the state of Florida identified sustainable water services as a top environmental and legislative priority. Oversight of PRWC is solely in the hands of the elected officials from 16 member governments including Polk County, Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lake Hamilton, Lake Wales, Lakeland, Mulberry, Polk City and Winter Haven.

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Legal Ad Text

The Polk Regional Water Cooperative (PRWC) invites you to a public hearing to provide information on its project and discuss land acquisition for proposed water pipeline routes **on Monday, Feb. 27, 2023. The in-person hearing will begin at 6 p.m. The virtual meeting will begin at 6:30 p.m.**

PRWC is developing strategies to meet Polk County's long-term water demands, providing infrastructure to meet those demands, and encouraging the responsible use of resources through a regional water conservation program. PRWC was formed to lead planning for Polk County's future water supply needs after the state of Florida identified sustainable water services as a top environmental and legislative priority. Oversight of PRWC is solely in the hands of the elected officials from 16 member governments including Polk County, Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lake Hamilton, Lake Wales, Lakeland, Mulberry, Polk City and Winter Haven.

The hearing is being held to present project information and provide an opportunity for the public to offer feedback. PRWC will accept written comments during and after the hearing. Comments submitted after the hearing may be sent to Andy Orrell, Polk Regional Water Cooperative, 3903 Northdale Blvd., Tampa, FL 33624, or emailed to info@prwcwater.org.

PRWC has three ways to participate in the public hearing: online through the live virtual event from 6:30 p.m. to 8 p.m. by registering at bit.ly/PRWC_VPM_Registration_Lake_Hamilton; by attending the live in-person event from 6 p.m. to 8 p.m. at the Lake Hamilton Town Hall Council Room, 100 Smith Ave., Lake Hamilton, FL 33851; or by phone in listen-only mode by dialing either (213) 929-4221 or toll free (877) 568-4108 and entering the passcode 612-312-695 when prompted. All hearing materials will be available online by February 27, 2023. A copy of these materials will also be displayed at the in-person event. You may choose any combination of the options provided to review the materials and to submit your comments. **For more information on all options to attend the upcoming public hearing, visit the project website or contact the PRWC (listed below).**

PRWC encourages all interested people to attend and express their views regarding the project and information presented. While comments about the project are accepted at any time, please send your comments by March 10, 2023, to be included in the formal public hearing record.

For more information about the project, please contact: PRWC by email at info@prwcwater.org, by phone at (863) 248-7388, or visit the project website at prwcwater.org.

PRWC solicits public participation without regard to race, color, national origin, age, sex, religion, disability, or family status. People who require special accommodations under the Americans with Disabilities Act or who require translation services (free of charge) should contact (863) 248-7388 or info@prwcwater.org at least seven days prior to the public hearing.

Legal Ad Text

The Polk Regional Water Cooperative (PRWC) invites you to a public hearing to provide information on its project and discuss land acquisition for proposed water pipeline routes on **Tuesday, Feb. 28, 2023**. **The in-person hearing will begin at 6 p.m. The virtual meeting will begin at 6:30 p.m.**

PRWC is developing strategies to meet Polk County's long-term water demands, providing infrastructure to meet those demands, and encouraging the responsible use of resources through a regional water conservation program. PRWC was formed to lead planning for Polk County's future water supply needs after the state of Florida identified sustainable water services as a top environmental and legislative priority. Oversight of PRWC is solely in the hands of the elected officials from 16 member governments including Polk County, Auburndale, Bartow, Davenport, Dundee, Eagle Lake, Fort Meade, Frostproof, Haines City, Lake Alfred, Lake Hamilton, Lake Wales, Lakeland, Mulberry, Polk City and Winter Haven.

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PRWC has three ways to participate in the public hearing: online through the live virtual event from 6:30 p.m. to 8 p.m. by registering at bit.ly/PRWC_VPM_Registration_Bartow; by attending the live in-person event from 6 p.m. to 8 p.m. at the FDOT District One Conference Center, 801 N. Broadway Ave., Bartow, FL 33830; or by phone in listen-only mode by dialing either (951) 384-3421 or toll free (866) 901-6455 and entering the passcode 797-658-462 when prompted. All hearing materials will be available online by February 27, 2023. A copy of these materials will also be displayed at the in-person event. You may choose any combination of the options provided to review the materials and to submit your comments. **For more information on all options to attend the upcoming public hearing, visit the project website or contact the PRWC (listed below).**

PRWC encourages all interested people to attend and express their views regarding the project and information presented. While comments about the project are accepted at any time, please send your comments by March 10, 2023, to be included in the formal public hearing record.

For more information about the project, please contact: PRWC by email at info@prwcwater.org, by phone at (863) 248-7388, or visit the project website at prwcwater.org.

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MEETING TITLE* Polk Regional Water Cooperative Public Hearing

MEETING TYPE* hearing

MEETING DATE* 2/27/2023

BEGIN TIME* 6:00 PM

END TIME* 8:00 PM

LOCATION NAME* Lake Hamilton Town Hall

IN PERSON OPTION Lake Hamilton Town Hall

STREET ADDRESS* 100 Smith Avenue

CITY* Lake Hamilton

VIRTUAL OPTION https://bit.ly/PRWC_VPM_Registration_Lake_Hamilton

PHONE OPTION (Listen Only) (213) 929-4221 or toll free (877) 568-4108 and entering the passcode 612-312-695 when prompted

DIRECTIONS <https://goo.gl/maps/qGXydnD6i9qdXT8s8>

PURPOSE

The Polk Regional Water Cooperative (PRWC) will hold a public hearing to provide information on its project and discuss land acquisition for proposed water pipeline routes.

PROJECT WEB SITE <https://prwcwater.org/>

PRIMARY CONTACT* Eric DeHaven

PRIMARY PHONE* (863) 248-7388

PRIMARY E-MAIL ericdehaven@prwcwater.org

ADDITIONAL CONTACT Andy Orrell

ADDITIONAL PHONE 863-712-8355

ADDITIONAL EMAIL andy@valerin-group.com

EXPIRES* 2/28/2023

*starred items are required

MEETING TITLE* Polk Regional Water Cooperative Public Hearing

MEETING TYPE* hearing

MEETING DATE* 2/28/2023

BEGIN TIME* 6:00 PM

END TIME* 8:00 PM

LOCATION NAME* FDOT District One Conference Center

IN PERSON OPTION FDOT District One Conference Center

STREET ADDRESS* 801 N. Broadway Avenue

CITY* Bartow

VIRTUAL OPTION https://bit.ly/PRWC_VPM_Registration_Bartow

PHONE OPTION (Listen Only) (951) 384-3421 or toll free (866) 901-6455 and entering the passcode 797-658-462 when prompted

DIRECTIONS <https://goo.gl/maps/DbaxRJHtfuLNCoX26>

PURPOSE

The Polk Regional Water Cooperative (PRWC) will hold a public hearing to provide information on its project and discuss land acquisition for proposed water pipeline routes.

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EXPIRES* 3/1/2023

*starred items are required

Public Involvement is implementing an outreach plan which creates PRWC branded educational materials and regularly provides information to the public and to project stakeholders. They are actively maintaining and evolving PRWC website while monitoring ADA compliance. The team regularly responds to online and phone inquiries from the public. A major focus has been implementing multi-channel outreach that includes media, social media, and partners while also supporting the public outreach needs for Polk County water conservation initiatives. Most recently, the public outreach team facilitated two public hearings and will help implement upcoming public meetings to satisfy WIFIA and SRF requirements.

- Implementing an outreach plan which:
 - Creates PRWC branded educational materials
 - Regularly provides information to the public and project stakeholders
- Maintaining and evolving PRWC website
- Monitoring ADA compliance of website and materials
- Responding to online and phone inquiries from the public
- Multi-channel outreach to include media, social media, and partners
- Supporting public outreach needs for Polk County water conservation initiatives
- Public meetings/hearings to meet WIFIA and SRF requirements



POLK REGIONAL WATER COOPERATIVE
PUBLIC HEARING

IN RE:

PUBLIC HEARING -
Transmission and
Raw Water Pipelines.

Lake Hamilton, Florida

February 27, 2023

6:28 p.m.

TRANSCRIPT OF PUBLIC HEARING

Marge Raeder Court Reporter, Inc - 407-774-6611
999 Douglas Avenue - Suite 3307 - Altamonte Springs, FL 32714
MargeRaederCourtReporting@gmail.com



MARGE RAEDER
COURT REPORTER, INC.
EVERY WORD COUNTS

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A P P E A R A N C E S:

- MR. ANDY ORRELL, Presenter, Valerin Group
- ERIC DEHAVEN, Executive Director, PRWC
- MATT O'CONNOR, Project Manager, Route Analysis
- MARK ADDISON, Project Manager, Project
- MARY THOMAS, Project Manager, Engineering Team
- WADE BROWN, Acquisition Consultant
- BRIAN MARTIN, Project Manager
- CHUCK THOMPSON, Videoconference Moderator

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I N D E X

PRESENTATION	8
CERTIFICATE OF REPORTER	44

1 TRANSCRIPT OF PROCEEDINGS held on
2 Monday, February 27, 2023, beginning at
3 6:28 p.m., at Lake Hamilton Town Hall,
4 100 Smith Avenue, Lake Hamilton, Florida,
5 and reported by Vicky L. Barwick, Court
6 Reporter and Notary Public, State of Florida
7 at Large.

8 - - - - -

9 MR. ORRELL: Good evening and welcome to our
10 public hearing for the Polk Regional Water
11 Cooperative's Southeast Lower Floridan Aquifer
12 Wellfield Project.

13 My name is Andy Orrell. And thank you for
14 attending this in-person and online event.

15 We would like to thank all elected officials
16 for your attendance and participation in this
17 hearing. We encourage you to sign in with your
18 name and the office you represent for the project
19 record.

20 The purpose of tonight's hearing is to
21 provide information about the PRWC's, Southeast
22 Wellfield and Water Supply Facility Project and
23 proposed water pipeline routes.

24 The public hearing is also an official forum
25 for members of the public to express their

1 opinions and questions regarding the project.
2 Public participation is solicited without regard
3 to race, color, national origin, age, gender,
4 religion, disability or family status, in
5 compliance with Title VI of the Civil Rights Act.

6 In-person meeting attendees may comment
7 verbally during tonight's hearing by filling out a
8 speaker card located at the sign-in table. Those
9 who have filled out a speaker card and indicated a
10 desire to speak, will be called up during the
11 public comment portion of the hearing by the
12 number assigned to them.

13 If you wish to speak, these are still
14 available out at the table. So please feel free
15 to grab one and fill it out now.

16 Online participants will be allowed to make
17 their comments in the order they appear in our
18 online queue.

19 All speakers will be held to three minutes,
20 at which point the speaker will have to end their
21 comments. If the PRWC elects to respond to the
22 question or questions posed during the public
23 comments, no additional time will be allowed for
24 further speaker response.

25 For those who want to make a comment for the

1 record but do not wish to speak publicly, you may
2 give your comments to our court reporter after the
3 hearing. Written comments may also be submitted
4 by email or through the PRWC's website by March
5 10, 2023.

6 And now I'd like to introduce Eric Dehaven,
7 Executive Director of the Polk Regional Water
8 Cooperative.

9 MR. DEHAVEN: All right. Thank you, Andy.
10 And good evening to everyone, as well.

11 As Andy said, my name is Eric Dehaven. I am
12 the Executive Director for the Polk Regional Water
13 Cooperative. And tonight, what I'd like to do
14 first is introduce some of the key members of our
15 staff here that are going to help answer any
16 questions you might have.

17 So first, I'll start with Mark Addison. Mark
18 is on loan to us from Polk County. He's an
19 engineer with Polk County and he's currently
20 working as the project manager for the Southeast
21 Wellfield Project.

22 Next, I'd like to introduce Mary Thomas.
23 She's with our Team One consulting team. She's
24 actually with Carillo Engineers. She's also a
25 professional engineer. She does our overall

1 management of the program and the projects
2 associated with the Southeast Wellfield Project.
3 So she'll be kind of facilitating a lot of the
4 question-and-answer session tonight when we get to
5 that point.

6 Next, I'll introduce Matt O'Connor. He's
7 with Dewberry Engineers. He's one of the
8 engineers that is designing the actual
9 transmission routing, specifically the one that
10 goes north/south. So Matt will be here to help
11 answer any questions you have on that north/south
12 alignment of the transmission line.

13 And next, Brian Martin is with
14 Chastain-Skillman, he's another member of Team
15 One, a professional engineer. He's going to -- he
16 focuses on that portion of the transmission route
17 that runs east/west out to Bartow. So he'll be
18 answer -- he's one that you want to talk to if
19 you're impacted out in that direction.

20 And finally, I'd like to introduce Wade
21 Brown, he's our acquisition expert with American
22 Acquisition. He's the one that will be talking to
23 you when -- if and when we come to talk to you
24 about acquiring easements on your property.

25 So we're here to answer your questions. As

1 we get through the presentation. Please ask those
2 questions and Mary will help to make sure the
3 correct person is answering that.

4 So the goal of this meeting tonight is really
5 to provide you an overview of the Southeast Lower
6 Floridan Aquifer Wellfield Project, which we're
7 currently in the planning and design stage.

8 And it's being done by an entity called the
9 Polk Regional Water Cooperative. And our
10 presentation tonight I'll give you a little bit of
11 overview about what that entity is all about.

12 The project is intended to deliver high
13 quality potable water to all the member utilities
14 through a water transmission pipeline.

15 Again, tonight, we'll really be focused on
16 that transmission pipeline and where its routing.

17 As a part of the planning and design stage,
18 PRWC would like to solicit input from you, the
19 public, tonight on the selected pipeline route.

20 What we'll do is have a brief presentation
21 that will explain the project. It will explain
22 what the PRWC is and the goals associated with
23 this project. And then we take your comments
24 immediately following the presentation.

25 The presentation will start with, basically,

1 some housekeeping information that's really geared
2 to those people that are attending the meeting
3 online tonight. Not only are we having people
4 here in the audience tonight, we also have a web
5 version that people can watch us on. And so
6 there's some housekeeping items that the
7 presentation will go over.

8 And so it's about a 20- to 25-minute
9 presentation. So I think with that, we can go
10 ahead and get the presentation started.

11 PRESENTATION

12 Before we begin, we would like to provide
13 some important information about participating in
14 this webinar for those attending using a computer,
15 tablet or smartphone.

16 First, we'll access the control panel on
17 GoToWebinar. On your desktop you should have a
18 small toolbar with a few buttons to the right of
19 your screen. Simply click on the orange arrow at
20 the top to expand the toolbar.

21 On your mobile device, simply tap the screen
22 to display the same options. This displays the
23 control panel, enabling you to raise your hand.

24 To download project files, simply click on a
25 file within the list when viewing in desktop.

1 When viewing in mobile, click on the document
2 icon. This will display the list of files to
3 download, including a comment form if you'd like
4 to submit a comment by mail at a later date, as
5 well as the project fact sheet and a PDF of this
6 presentation.

7 For those calling in, you may request these
8 documents by calling or emailing the PRWC.

9 On your control panel you will see a little
10 hand icon. By pressing this, you will let the
11 moderator know you wish to make a statement or ask
12 a question.

13 When the presentation is over, we will call
14 out your name in the order you raised your hand,
15 and we will unmute your microphone so you will be
16 able to speak. Once you start speaking, you will
17 have three minutes to make your statement.

18 This presentation will cover a number of
19 topics, including the water supply challenges
20 faced by Polk County, who the Polk Regional Water
21 Cooperative is and why it exists. The details of
22 the PRWC water supply project, the various
23 pipeline routes considered in the design, the
24 typical acquisition process and what to expect
25 during construction. And finally, we invite input

1 and questions from the public.

2 Central Florida is growing rapidly.
3 According to Forbes, Polk County is the fastest
4 growing county in the state and the fifth fastest
5 growing county in the country.

6 With population growth comes an increased
7 need for many resources, including water supply.
8 Overuse of any water supply can result in
9 unintended consequences. And pumpage of existing
10 water supplies in Central Florida is already
11 impacting our springs, wetlands and lakes.

12 For that reason, the three water management
13 districts that govern Central Florida, along with
14 the Florida Department of Environmental
15 Protection, the Department of Agriculture and
16 Consumer Services and local water suppliers began
17 a collaboration in 2011, known as the Central
18 Florida Water Initiative, or CFWI. The purpose of
19 this initiative was to work together to ensure
20 sustainable water supply for the region for
21 generations to come.

22 As does the entire Central Florida region,
23 Polk County relies almost exclusively on the Upper
24 Floridan aquifer for water supply. It is a
25 relatively shallow aquifer system and is very

1 fresh. But overuse has resulted in environmental
2 harm to natural systems.

3 In order to recover natural systems and
4 prevent further harm, what is known today as the
5 CFWI Rule was adopted in 2021. This rule
6 effectively restricts Upper Floridan aquifer use
7 to sustainable levels and forces conservation and
8 water supply diversification through the
9 development of other sources.

10 As a result of this rule, it is expected that
11 public suppliers such as your local water utility
12 will be restricted to a total supply of 78.6
13 million gallons each day from the Upper Floridan
14 aquifer, and will need to identify an additional
15 21.4 million gallons each day from some other
16 alternative water source to meet projected demands
17 in 2045.

18 In anticipation of the CFWI Rule, Polk County
19 and 15 municipalities within it joined forces in
20 2017 to form a nonprofit special governmental
21 district. With its formation, the Polk Regional
22 Water Cooperative, or PRWC, create a unified
23 representation on regional water supply needs and
24 the solutions that would overcome them. The PRWC
25 began work immediately to implement strategies

1 that would meet long-term water demands, while
2 protecting natural resources through conservation
3 and water supply diversification.

4 Supply diversification is critical to the
5 protection of our natural systems. Currently, the
6 Upper Floridan Aquifer provides water for public
7 supply, agricultural uses, industrial uses, and
8 irrigation and recreation.

9 In many areas of Central Florida, especially
10 in Polk County, there are close physical
11 connections between the Upper Floridan and our
12 surficial lakes and wetlands. Pumping of the
13 Upper Floridan Aquifer has resulted in water
14 levels dropping in springs, lakes and wetlands.

15 The Southwest Florida Water Management
16 District indicates that despite several years of
17 normal to above normal rainfall, several Polk
18 County lakes, such as Eagle Lake and Lake Eva,
19 still are not meeting their normal lake levels.

20 Water source diversification is an effective
21 method for avoiding impacts. Specifically,
22 through water conservation efforts, the expanded
23 use of reclaimed and surface water and through the
24 exploration of the deep and brackish Lower
25 Floridan Aquifer. Use of the Lower Floridan

1 Aquifer for water supply has been demonstrated
2 through aquifer modeling and pump tests to
3 significantly dampen impacts on surface water
4 systems.

5 Since before the PRWC was formed, Polk County
6 and its member governments have worked to identify
7 solutions to the long-term water needs of the
8 residents. Starting with a list of over 200
9 possible water supply projects, the members worked
10 to narrow them down to those that would not only
11 provide adequate water supply, but would also meet
12 the needs of the community in the most cost-
13 effective way. The Southeast Lower Floridan
14 Aquifer Wellfield Project was the first to be
15 selected for design and construction.

16 Phase one of the Southeast Wellfield Project
17 will utilize brackish, lower Floridan groundwater
18 as its source through five raw water wells and
19 pipeline. Using reverse osmosis as the treatment
20 mechanism, 7.5 million gallons per day of
21 high- quality potable water will be produced and
22 delivered to PRWC member governments through 66
23 miles of transmission pipeline. Member
24 governments will then use their existing
25 distribution pipelines to provide this water

1 blended with the traditional Upper Floridan
2 Aquifer water to residents. As population grows,
3 the plant capacity can be expanded to 12.5 million
4 gallons per day or more.

5 There are only a handful of technologies
6 available to remove salt from water. Reverse
7 osmosis is one. With the process of osmosis,
8 water flows from a solution of low concentration
9 to a solution of higher concentration until it
10 reaches equilibrium like plant roots absorbing
11 water from the soil.

12 With reverse osmosis, pressure is applied to
13 push the higher concentrated brackish water source
14 through a semi-permeable membrane, resulting in a
15 low-salt freshwater product that is similar to
16 distilled water purchased at your local grocery
17 store. The final product will be delivered to
18 local utilities through a system of pipes and
19 pumps.

20 Selecting the most practical route for water
21 delivery to numerous member systems was a lengthy
22 process that required extensive coordination with
23 PRWC members and a detailed technical evaluation
24 of route alternatives.

25 The evaluation needed to consider at a

1 minimum the following five critical factors.

2 The final delivery points for 14 member
3 systems.

4 The cost of the pipeline, which is impacted
5 by such things as material quantities and the
6 constructability of the route.

7 Existing environmental features, such as
8 wetlands and endangered or threatened species.

9 Long range planning for the area.

10 And the safety and accessibility of the
11 route.

12 The PRWC began by working with individual
13 members to identify their preferred point of
14 connection to receive water. Using geographic
15 information system mapping and other digital
16 resources, several possible pipeline alignments
17 were identified.

18 Possible pipeline alignments were reviewed in
19 the field to record observed features pertinent to
20 the route evaluation, such as evidence of buried
21 utilities, available space outside road pavement
22 and storm water structures. Pipeline alignments
23 follow roadways to the extent possible to minimize
24 impacts to property and must allow for a
25 continuous path from source to destination.

1 Cost and non-cost factors were identified to
2 support the route selection process. In addition
3 to the five critical factors previously discussed,
4 public convenience, soil conditions, need for
5 alternative construction methods and
6 archaeological conditions were considered.

7 For each of the possible alignments, desktop
8 and field investigations were conducted to collect
9 information, and then individual segments were
10 scored. Each segment was assigned a score between
11 1 and 4, with 4 representing the most preferred.

12 For an extensive pipeline such as this one,
13 the scoring evaluation and pipeline selection
14 process is lengthy and requires many iterations.
15 Though not possible to describe each segment
16 selection in detail during this meeting, examples
17 are provided to illustrate the process used.

18 Once initial scoring was complete, route
19 segment options were eliminated. Reasons for
20 eliminating a segment included such things as
21 added pipe length and therefore cost; significant
22 disruptions to residential homes or commercial
23 areas; extensive environmental, historical or
24 archaeological impacts; and safety concerns with
25 high traffic areas.

1 Here are some examples of the segments
2 omitted from consideration.

3 Segment 1: South of the water production
4 facility along State Road 60. This segment was
5 eliminated due to limited space and the fact that
6 it is a heavily traveled corridor.

7 Segment 2: Continuing along State Road 60,
8 west of the plant. This was eliminated due to the
9 extent of utilities and existing commercial use in
10 the area. This would have required that the
11 pipeline run under the roadway, which would not
12 have been permissible.

13 Segment 3: This would have taken the
14 corridor north from State Road 60 along Buckmoore
15 Road. This segment was eliminated to avoid
16 extensive impacts to residential areas.

17 Segment 4: Would have traveled northwards
18 along Tower Road and would have impacted numerous
19 small roads and private property.

20 Segment 5: Continued along State Road 60,
21 another area of extensive existing utilities and
22 limited space.

23 After extensive review and evaluations such
24 as those described, the final pipeline route was
25 selected. The route started at approximately 75

1 miles in length and was ultimately reduced to
2 approximately 66 miles of transmission and 10
3 miles of raw water main, with segments divided up
4 into construction packages so that the pipeline
5 can be constructed in phases. The 60 percent
6 level design is nearly complete, with construction
7 plans expected to be delivered to the PRWC by
8 April.

9 Starting at the water production facility on
10 Boy Scout Camp Road just north of State Road 60,
11 the transmission system follows Boy Scout Camp
12 Road northward before turning westwards along Lake
13 Park Road to Mammoth Grove Road.

14 This pipeline will continue westward until it
15 splits to continue north along Grove Road towards
16 Masterpiece to deliver water to Polk County's East
17 Service area, and then west along east Mountain
18 Lake Cutoff Road.

19 From there, the pipeline will continue
20 westwards along Mountain Lake Cutoff Road to Old
21 Bartow Road.

22 Returning to the northern alignment, the
23 pipeline will continue along Lake Mabel Loop Road
24 towards the town of Dundee, where it will deliver
25 water to their Hickory Walk Plant. The pipeline

1 will continue northwards along HL Smith Road and
2 westwards towards the town of Lake Hamilton's
3 Water Treatment Plant. The pipeline continues
4 northward along Detour Road and CSX Railroad until
5 reaching 12th Street in Haines City. Finally, the
6 transmission shifts to 10th Street before
7 terminating at the City of Davenport Water Plant.

8 Reverting back to the western alignment, the
9 pipeline continues west along Mountain Lake
10 Cutoff Road and old Bartow-Lake Wales Road, and
11 then heads north along Logistics Parkway and
12 Pollard Road to Winter Haven's Pollard Road Plant.
13 The pipeline then moves westward along 4th Street
14 and shifts north to Bomber Road, where it will
15 serve Eagle Lake.

16 Moving on westward towards US Highway 17
17 North, water is delivered to Polk County's Central
18 Service Area and then continues along US Highway
19 17 to Bartow's Plant. Then westward along Ernest
20 Smith and then northwest along US 98 to Polk
21 County's Southwest Service Area.

22 Finally, the raw water alignment will extend
23 southward from the water production facility along
24 Walk In Water Road to County Road 630 East.

25 The location of the wellfield alignment was

1 selected in collaboration with the South Florida
2 Water Management District and permitted by the
3 South Florida Water Management District to
4 minimize environmental impacts to local systems.

5 Further, an exploratory well was constructed
6 near the intersection of County Road 630 and Walk
7 In Water Road that will be converted to a
8 production well. The final alignment was selected
9 because it can be constructed nearly entirely in
10 the right of way, and other options would add
11 significant cost and impacts to existing property.

12 To the extent possible, the pipeline will be
13 constructed within existing road right of way and
14 will not impact property ownership. However,
15 where the right of way is not adequate, the PRWC
16 will pursue purchase of an easement, usually along
17 the frontage of the property, for the installation
18 of a pipeline.

19 Initially, property owners impacted will
20 receive notification of the proposed impact to
21 your property in a certified mail letter from the
22 PRWC Consultant Acquisition Team.

23 This notification will contain information
24 and visual aids to explain what we are seeking to
25 acquire and a contact person for you to answer

1 questions you may have.

2 Prior to making an offer to purchase the
3 portion of property needed, a real estate
4 appraiser will contact you to arrange an on-site
5 inspection of your property as part of the
6 appraisal process.

7 We encourage you to be present during this
8 inspection to provide any information which might
9 affect the value. You will have the right to have
10 your own appraisal and share that opinion with the
11 PRWC during the negotiation process. The PRWC
12 will reimburse your reasonable cost of obtaining
13 another appraiser or other experts that may assist
14 you.

15 Once the appraisal is reviewed and accepted
16 by the PRWC, authorization will be given to the
17 consultant acquisition team to present you with an
18 offer to purchase the portion of property needed.

19 This offer will be done in person or by
20 certified mail and will not be less than the
21 amount determined to be fair market value of the
22 property from the appraisal.

23 After you have reviewed our offer, the
24 negotiation process begins with acceptance of the
25 offer or you may choose to make a counteroffer.

Marge Raeder Court Reporter, Inc - 407-774-6611
999 Douglas Avenue - Suite 3307 - Altamonte Springs, FL 32714
MargeRaederCourtReporting@gmail.com

1 If you do so, the PRWC will consider your
2 counteroffer, and will seek to arrive at a
3 mutually agreeable purchase price.

4 If we are unable to reach a mutually
5 agreeable purchase price, we may choose to file a
6 condemnation action, which will not occur less
7 than 30 days from the date we make our written
8 offer to purchase.

9 However, our consultant acquisition team will
10 continue to negotiate with you or your
11 representative throughout the process to resolve
12 the acquisition in the most efficient manner. If
13 you choose to be represented by an attorney
14 licensed to practice law in Florida, you will be
15 reimbursed for reasonable fees paid to the
16 attorney as outlined by Florida statute.

17 Where acquisition is necessary, the PRWC will
18 pursue the purchase of an easement. The purpose
19 of the easement is to allow the PRWC to install
20 and access the below ground transmission
21 infrastructure in perpetuity, while allowing the
22 property owner to continue most uses of property.

23 Typically, the width of the easement is 30
24 feet to 40 feet, and normally exist along the
25 frontage of the property within building setbacks.

1 Once easements are purchased, homeowners will
2 be permitted to drive, park make certain
3 landscaping improvements and install fencing on
4 the easement. However, homeowners will not be
5 permitted to construct structures or otherwise
6 hinder the PRWC's ability to access the pipeline
7 for operation and maintenance.

8 Pipeline construction is expected to begin on
9 some segments in the fall of 2024. During that
10 time, property owners can generally expect open
11 cut installation, which involves the creation of a
12 trench, staging pipe, installing pipe, testing
13 pipe, and then returning the property to its
14 original condition.

15 Shown here are some photographs of typical
16 construction. The amount of time to install the
17 pipe will vary based on specific site conditions.
18 However, you can expect construction activities to
19 last anywhere from 30 days to six months or more,
20 depending on construction, sequencing, and other
21 site specific considerations.

22 During this time, the contractor will work
23 with you to ensure that access is maintained to
24 your property and mail delivery is not
25 interrupted.

1 Construction activities will generally occur
2 Monday through Friday from 7:00 a.m. to 6:00 p.m.
3 But work outside of this time frame may be
4 necessary from time to time.

5 Once the pipeline is installed, testing must
6 be completed prior to final restoration of the
7 pipeline route. During this time, we ask for your
8 patience with the final restoration, since testing
9 may not occur for some time following pipeline
10 installation.

11 Overall, we are hoping to install most of the
12 pipeline by the end of 2026. This week marks the
13 start of the public hearing process. 60 percent
14 design is anticipated to be completed this spring,
15 at which point the appraisal process for most
16 parcels will begin.

17 We appreciate the time you have taken to
18 attend this public hearing, and look forward to
19 your comments and questions.

20 For more information on this project, you may
21 visit the PRWC website at prwcwater.org, email us
22 at info at info@prwcwater.org or call us at
23 863-248-7388.

24 MS. THOMAS: That was a lot of information in
25 20 minutes. We appreciate you being here. And we

1 would like to answer all of your questions,
2 whether they be during this session or afterwards,
3 through the avenues that we've shown.

4 At this point in time, because this is a
5 public hearing, we're going to take the public
6 comments, I believe, from online first. And then
7 we will subsequently go to the public comments
8 that were placed in the box in the back. Feel
9 free to add your questions to it.

10 Each individual will be limited to a
11 statement of three minutes in duration so that we
12 can make sure we get around to all questions in
13 the room.

14 MR. THOMPSON: We have two people online that
15 have raised their hand. The first will be Susan
16 Gayle. Ms. Gayle, I will be un-muting your mic,
17 and then at that point you will have three
18 minutes.

19 MS. GAYLE: Hi, can you hear me?

20 MS. THOMAS: We can.

21 MS. GAYLE: Can somebody hear me?

22 MR. THOMPSON: Yes. We can.

23 MS. GAYLE: Okay. I can't hear them.

24 Thank you so much to the PRWC for this
25 presentation. I think it's great that Polk County

1 has a special district for water. it's been an
2 issue in our state, you know, for a long time.
3 And, you know, time is marching on and people are
4 moving here, and it's worrisome how it's already
5 impacted our waterways and will continue to do so.
6 So I appreciate that you're looking into solutions
7 to do that.

8 I have some questions. I'm in Lake Wales,
9 and I think that I'm not sure whether you'll need
10 an easement on my property. But I wanted to ask
11 you a few questions about that.

12 If you require that, what is going to happen
13 to my landscaping, my sidewalk, my driveway? And
14 I have a fence that goes down to the street
15 because I have dogs, are you going to replace
16 that?

17 I wrote down a couple of questions. Will
18 that -- will this project affect drainage or cause
19 any flooding on my property? And then when you
20 finish the project, what are the restrictions?

21 I saw some of them in the presentation but I
22 wondered if you could go over more in detail, you
23 know what -- what restrictions will be placed on
24 my property and what I'll be allowed to do.

25 And thank you so much again.

1 MR. ADDISON: Good evening. This is Mark
2 Addison. I'm the project manager for this project
3 representing PRWC. I appreciate the comment with
4 respect to the impact your property.

5 As explained in the presentation, a lot of
6 the pipeline installation will be open trench
7 installation. So there will be disturbance, so
8 they'll be digging. There'll be the installation
9 of the pipeline and then the restoration that
10 follows.

11 The contractor's responsibility is to return
12 the property to pre-construction conditions. So
13 if any landscaping or fencing is taken out
14 especially decorative type landscaping, the
15 contractor will work with the property owner to go
16 ahead and replace that.

17 If it's anything significant, like large
18 overstory trees, those will not be replaced, but
19 certainly would be considered during negotiation,
20 I would assume, with the easement.

21 With respect to flooding, we don't anticipate
22 any issues there. Certainly, there's going to be
23 means and methods that the contractor will use to
24 prevent any soil erosion in and around your
25 property.

1 If there were any drainage issues during
2 construction, we would work with you to resolve
3 those as promptly as possible, but we don't
4 anticipate anything in that nature.

5 With respect to the third question, which
6 was, I'm trying to remember now.

7 MS. THOMAS: Restrictions of what she's able
8 to do.

9 MR. ADDISON: Oh, I'm sorry.

10 The restrictions, I think some of that I've
11 already answered. So once we are done with
12 construction, you will be able to utilize the
13 property for most of the current uses. And so,
14 certainly, the only thing that was mentioned would
15 be structures. Any type of structure that would
16 impede the ability for us to get back into
17 operating and maintaining that pipeline would be
18 prohibited or problematic.

19 So, certainly, it's our intent to restore
20 your property to pre-construction conditions,
21 including driveways and things of that nature.

22 And, again, you know, we're going to try to
23 work with the property owner to make sure that
24 things are back to pre-construction conditions, I
25 guess, is a good way to put it.

1 MR. THOMPSON: Okay. Next, we have Tiffani
2 Wilshire.

3 Ms. Wilshire, I am un-muting your mic and you
4 have three minutes when you speak.

5 MS. WILSHIRE: Thank you all so much for
6 this, the presentation was great. I learned a few
7 things. It's just really refreshing to see so
8 many local governments working together. So it
9 was nice.

10 I have a few questions. And I was thinking,
11 you know, what happens to, you know, my existing
12 water supply after this project is finished? I
13 wanted to know what that looked like. Will there
14 be any changes to our water restrictions?

15 I'm also curious, you know, what -- you know,
16 after it's all said and done, what will our, like,
17 the quality of the water be? You know, will they
18 be blending all the different water? Issues, like
19 up in the State of Michigan, I'm just curious
20 about that.

21 And then if there's any drilling, you know,
22 like, will the drilling dry up my lake or affect
23 my neighbor's well?

24 Those were some of the questions I had. So
25 thank you.

1 MS. THOMAS: Thank you for the questions.

2 So, in terms of your existing water supply,
3 at this point in time, nothing should happen to
4 it. If you are on a private well, you will
5 continue to have a private well. If you're
6 receiving your water from a municipality, you will
7 continue to receive your water supply from that
8 municipality.

9 This project is intended to supplement
10 existing supplies. In terms of water
11 restrictions, there will be no new restrictions
12 placed on your water supplies outside of what
13 already exists according to conservation measures,
14 Water Management District restrictions and the
15 like. This project has no impact on that.

16 Water quality, as was presented, reverse
17 osmosis produces an extremely high quality water.
18 In fact, pertaining to the blending, we're all
19 aware of the Flint, Michigan blending stories and
20 the issues that arose from that.

21 The water supply that comes from this project
22 is anticipated to improve the water supply that
23 would come from your municipality, making it less
24 corrosive and less likely for there to be water
25 blending issues.

1 And with respect to the drilling, I want to
2 speak to there is existing drilling going on right
3 now. There's a test well being drilled on Walk In
4 Water Road. The test well and all of the raw
5 water supply wells that are drilled for this
6 project are being drilled at a depth of
7 approximately 1500 to 1600 feet deep. That's at
8 least 1,000 feet deeper than most wells in Polk
9 County.

10 So the water supply being targeted, the lower
11 Floridan, is specifically targeted to diversify
12 water supplies and alleviate the pressure on the
13 existing water aquifer system that is currently in
14 use.

15 In other words, this water supply has been
16 tested and modeled to have little to no effect on
17 existing legal users and existing water supplies.

18 MR. THOMPSON: We currently have no one else
19 online that has their hand raised.

20 MR. ORRELL: Fantastic. Thank you, Chuck.

21 At this point, then we will go ahead and open
22 up comments to the people that are in the facility
23 in the venue. Our first speaker will be Ann
24 Richards.

25 And if you just want to come up to the

1 microphone.

2 MS. RICHARDS: Thank you, I'm Ann Richards.
3 I just have a quick question.

4 You just mentioned that the current -- the
5 well and the test current site. So this is a test
6 site. What do we have to look forward to the real
7 site, will it be in a different place? What is
8 the difference? What do you anticipate the
9 difference to be?

10 MS. THOMAS: There is drilling going on right
11 now at test production Well Number 3 along Walk In
12 Water Road. And if the testing is successful and
13 reveals that the water quality and quantity is
14 what we anticipate it to be, that exact well will
15 be converted into one of the several water supply
16 wells that will ultimately exist along Walk In
17 Water. So the well that you see now will
18 eventually be converted to a production well and
19 will be in place in perpetuity.

20 MS. RICHARDS: And there will be anticipated
21 how many more wells, and they're all going to be
22 in a row in that specific same area?

23 MS. THOMAS: Yes. There is one that already
24 exists near the intersection of 630 and Walk In
25 Water Road. So there's one well there, a second

1 well will be in that vicinity. The third well is
2 being drilled now and then two additional wells
3 will be drilled somewhere along Walk In Water
4 Road. We're not yet sure where exactly those
5 locations will be, but they -- we expect them to
6 be adjacent to Walk In Water Road, just like Test
7 Production Well Number 3 is.

8 MS. RICHARDS: And if understood that from
9 the show that we saw, that this was particularly
10 chosen just because primarily for cost. Well,
11 there were several different reasons, but the
12 location?

13 MS. THOMAS: Well, could you review that,
14 please.

15 MR. DEHAVEN: Yeah. Yeah. I can get into a
16 little bit of why the Walk In Water Road location
17 was chosen as the place for these wellfields
18 basically.

19 A lot of it has to do with the existing water
20 quality in the Lower Floridan Aquifer. There's
21 not a lot of test data, especially before the PRWC
22 started working on the Lower Floridan Aquifer, to
23 understand what the water quality is. One of the
24 first -- the first production well that Mary
25 alluded to on 630 and Walk In Water Road is just

1 around the corner from Walk In Water on the north
2 side of 630.

3 MS. RICHARDS: I visited it.

4 MR. DEHAVEN: Yeah. Yeah. That site was
5 selected because it was anticipated the water
6 quality in lower Floridan was probably about the
7 best you would be able to find in Polk County,
8 based upon the limited data that were there.

9 And so, that was the well that was permitted
10 by the South Florida Water Management District as
11 a part of the water use permit to be able to
12 construct the entire wellfield. So that kind of
13 honed us in on the area of Walk In Water Road as
14 the place for the actual location of the wells
15 themselves.

16 And as Mary indicated those wells will be
17 staggered along Walk In Water Road. You know, the
18 first phase, the wells will be fairly well far
19 apart, probably on the order of at least a mile
20 apart, if not more. And as additional phases
21 might coming in after 2045 where there might be
22 some more wells placed in that area, that is all
23 dependent upon how the original wellfield goes and
24 how it produces and what the water management
25 districts think for ability to permit it in the

1 future for even more water.

2 MS. RICHARDS: Thank you.

3 I might add just real quickly. I'm a native
4 and live in that area. And my father would've
5 completely agreed with you that that is very good
6 water.

7 MR. ORRELL: Thank you, Ann.

8 Next, we have Stanley Erickson.

9 MR. ERICKSON: I talked with Mary and about
10 it earlier.

11 MR. ORRELL: Okay. And, finally, we have Jim
12 Abney.

13 MR. ABNEY: Good evening.

14 So I have a few Questions. And,
15 unfortunately, they're written on the back of that
16 page, but I'll try and remember.

17 No. No. I'm good.

18 The first question is, who had the authority
19 to make your rule that you stated at the beginning
20 as far as the number of gallons per community that
21 was able to be used? Who made that?

22 MS. THOMAS: So I'll start and see if Eric
23 has anything to add.

24 So that is the Central Florida Water
25 Initiative Rule that was referred to. That was

1 initially a technical study conducted by the water
2 management districts in and around 2015, I guess.
3 And it was the result of groundwater flow
4 modeling, wetland data collection, and water
5 supply projections. So the the water management
6 districts estimated the amount of sustainable
7 yield that could be produced from the existing
8 water sources.

9 And that rule was then adopted by the Florida
10 Legislature in 2021. So it was the Florida
11 Legislature that passed the rule.

12 MR. ABNEY: Okay.

13 MR. DEHAVEN: It was -- DEP was very
14 involved. Florida Department of Environmental
15 Protection really brought forth the rule for the
16 legislature to adopt.

17 MR. ABNEY: Okay. The next, more or less a
18 comment, is, I have a boat and I'm a boater in
19 Winter Haven area. And even though we're in the
20 middle of the dry season right now, I had not --
21 and I've used my boat all year. But I have not
22 seen a distinctive lowering in the water tables in
23 the lakes. Because I have -- as you know, if
24 you're going through there, to get from lake to
25 lake, a lot of times you have to lower your bimini

1 top to get underneath there. And I really have
2 not seen a change in lake levels as was initiated
3 or initially said, and in particular, Eagle Lake.

4 So anyone who's familiar with Eagle Lake,
5 especially on the northeast side, homes were built
6 there six or seven years ago and those docks were
7 underwater. And even right now, during the dry
8 season, those docks are underwater. They're
9 rotting away. So I'm not quite sure I understand
10 how Eagle Lake was used as far as an example of
11 lowering water tables.

12 And then the last question I have is: Who's
13 paying for this and how much does it cost?

14 THE AUDIENCE: You are.

15 MR. DEHAVEN: Let me start with the lake
16 levels. Yeah. I can do the payment, too, as far
17 as that goes. They're both fun questions.

18 But as far as the current status of water
19 levels in lakes, I mean, I'm sure many of you were
20 here and saw Crooked Lake and, you know, what was
21 it late '80s, early '90s into 2000, 2001, 2002.
22 That wasn't -- that was 20 years ago, where
23 people's docks were 50 feet away from the water.

24 What we've experienced over time, and this is
25 really, you know, due to a lot of the efforts of

1 Citizens with Conservation, the water management
2 districts and so on trying to educate on the use
3 of water. We've seen a rebound in the Floridan
4 Aquifer, it's gotten much better than it was.

5 What had occurred over many years was when
6 mining was dominant, the water in the Floridan
7 Aquifer was drawn down well below its average
8 level. That kind of switched to agriculture.
9 Now, it's switching to public supply and is really
10 driving the water levels in that aquifer.

11 Many of you probably know of Kissengen
12 Springs who have lived here for many years.
13 Again, Kissengen Springs hasn't flowed. And so
14 that tells you, long term, our water levels are
15 not where they once were.

16 And so what you've seen in the past four or
17 five years, we've had average to above average
18 rainfall. And that's reflected in the current
19 water levels that you'll see. What the water
20 management does in a lot of cases when they look
21 at levels in lakes, they're looking at it on a
22 long term average. So it might look good right
23 now while you're out there. It might look good
24 over the past several few years.

25 But if we had several years of drought in

1 exchange for several years of above water levels,
2 above rainfall, what you would see is that lake
3 down much lower than it really should be when
4 there's a typical drought.

5 And so when the water management looks at
6 what they call minimum flows in lakes, or minimum
7 levels in lakes, they look at it long term to try
8 and understand is that lake where it's at. The
9 good thing is, in Polk County, there's been some
10 probably about 28 to 32 lake level -- lakes that
11 have been identified as MFL lakes, and they gauge
12 and check those to see how they're doing. Many of
13 those have recovered. There's only about seven or
14 eight that haven't recovered.

15 Those two that we mentioned tonight have
16 recovered, but that's because of above average
17 rainfall, we're not using as much water from the
18 Upper Floridan as we once did. But still there's
19 a long term issue that we've got to address.

20 And what this project is intended to do is to
21 kind of hold the line, not allow that Upper
22 Floridan to be used any further, and now have an
23 alternative supply to keep us from impacting. And
24 maybe at one point we can get Kissengen to flow
25 again at some point.

1 As far as your question on who's paying for
2 this, you're exactly right. All the rate payers
3 are paying for this. This is a governmental
4 project.

5 I tell everybody all the time that you will
6 expect to see your water rates, they will increase
7 as a result of this project. But the reality is
8 of the Upper Floridan, is that it is at a point
9 where it can no longer be used as it once was.
10 There are too many of us here. There's too much
11 use on that aquifer. So long term, we're going to
12 be all be paying more for water.

13 What we've tried to do with the Polk Regional
14 Water Cooperative is come up with the cheapest
15 source we can bring on to try and have the least
16 impact on pocketbooks of the rate payer.

17 To that end, we've been very successful in
18 cobbling together a financing package with this
19 project where the Water Management District is
20 paying almost half of the total costs. So it's
21 not just Polk County rate payers. Now we've
22 expanded out to the area to Water Management
23 District who is helping to support all this.

24 We've been very successful in getting grants
25 from the state legislature. So now we're tapping

1 into the taxpayer dollars around the state as
2 well. We still anticipate about half of the
3 project will be paid for by rate payers here in
4 Polk County. But, again, we've had very favorable
5 financing, and we can stretch that payment out for
6 20 years. So, again, think we've got and
7 effective financing package.

8 And we can talk more about that. I can talk
9 to any of your one on one about that, if you'd
10 like. But that's where we're at with how it's
11 being paid for.

12 MR. ABNEY: And I know I'm over time. But
13 the -- not all the municipalities in Polk County
14 have signed on.

15 MR. DEHAVEN: Correct.

16 MR. ABNEY: So those municipalities who have
17 not signed on, will they be taxed in some way to
18 make this happen for those municipalities that
19 will be benefitted from this?

20 MR. DEHAVEN: Those municipalities will --
21 they won't be charged by the PRWC if they don't
22 participate in the PRWC projects. But they will
23 be charged in their own way because they have to
24 basically mimic what we're doing. We're not doing
25 this, you know, because we want to. This is

1 somewhat of a mandate from the water management
2 districts from the state that we need to go on to
3 these alternative water sources.

4 So those municipalities that are choosing to
5 go it on their own, they're going to have to come
6 up with their own alternative water supplies.

7 MR. ABNEY: And then they will be limited to
8 the number of gallons per day that you've
9 indicated?

10 MR. DEHAVEN: Yes. Yes. That's through the
11 water management districts, they will limit it
12 through that. And there are municipalities right
13 now here that aren't members that, basically, the
14 new developments are not allowing -- they're
15 having permit dry lines. HRS will only permit dry
16 lines right now, because there's not enough
17 capacity in their permit to handle the water needs
18 of the municipality. So that's coming on really
19 quickly.

20 MR. ADDISON: Eric, if you don't mind my
21 adding?

22 For those of you that are more interested in
23 understanding what Eric just described, the CFWI,
24 which was mentioned in the presentation, you can
25 do a search online. there's a whole web page on

1 Central Florida Water Initiative. And it's got a
2 lot of good information on why that was done by
3 the legislature and why it's needed, and the
4 projects like this one that it's driving.

5 MR. ORRELL: Since we have nobody else who
6 would like to speak today, I would like to thank
7 everyone for coming out and supporting this
8 conversation we had on behalf of all of the Polk
9 Regional Water Cooperative, thank you so much for
10 coming tonight.

11 And if you have any further questions, please
12 feel free to drop a comment card at the back of
13 the room or go to our website where you can find
14 our contact information and a bunch of really
15 great information about the project as a whole.

16 Thank you so much and have a great night.

17 [Whereupon, the foregoing proceedings were
18 concluded at 7:18 p.m.]

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C E R T I F I C A T E

STATE OF FLORIDA:

COUNTY OF SEMINOLE:

I, Vicky L. Barwick, Court Reporter and Notary Public, State of Florida at Large, do hereby certify that I was authorized to and did report the above and foregoing proceedings at the time and place aforesaid, and that the pages numbered 3 through 43, inclusive, prepared under my direction and supervision, constitute a true, complete and accurate excerpt transcript to the best of my skill and ability.

WITNESS MY HAND this 7th day of March 2023.

Vicky L. Barwick

VICKY L. BARWICK,
Marge Raeder Court Reporter, Inc.
Court Reporter and Notary Public,
State of Florida at Large
Commission Number GG 972255
Expiration April 6, 2024

POLK REGIONAL WATER COOPERATIVE
PUBLIC HEARING

IN RE:

PUBLIC HEARING -
Transmission and
Raw Water Pipelines.

Bartow, Florida

February 28, 2023

6:28 p.m.

TRANSCRIPT OF PUBLIC HEARING

Marge Raeder Court Reporter, Inc - 407-774-6611
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A P P E A R A N C E S:

- MR. ANDY ORRELL, Presenter, Valerin Group
- ERIC DEHAVEN, Executive Director, PRWC
- MATT O'CONNOR, Project Manager, Route Analysis
- MARK ADDISON, Project Manager, Project
- MARY THOMAS, Project Manager, Engineering Team
- WADE BROWN, Acquisition Consultant
- BRIAN MARTIN, Project Manager
- CHUCK THOMPSON, Videoconference Moderator

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I N D E X

PRESENTATION	8
CERTIFICATE OF REPORTER	59

1 TRANSCRIPT OF PROCEEDINGS held on
2 Tuesday, February 28, 2023, beginning
3 at 6:28 p.m., at FDOT District One Conference
4 Center, 801 North Broadway Avenue, Bartow,
5 Florida, and reported by Vicky L. Barwick,
6 Court Reporter and Notary Public, State
7 of Florida at Large.

8 - - - - -

9 MR. ORRELL: Good evening. Welcome to our
10 public hearing for the Polk Regional Water
11 Cooperative's Southeast Lower Floridan Aquifer
12 Wellfield Project.

13 My name is Andy Orrell. Thank you for
14 attending this in-person and online event.

15 We would like to thank all elected officials
16 for your attendance and participation in this
17 hearing. We encourage you to sign in with your
18 name and the office you represent for the project
19 record.

20 The purpose of tonight's hearing is to
21 provide information about the PRWC's Southeast
22 Wellfield and Water Supply Project and proposed
23 water pipeline routes.

24 The public hearing is also an official forum
25 for members of the public to express their

1 opinions and questions regarding the project.
2 Public participation is solicited without regard
3 to race, color, national origin, age, gender,
4 religion, disability or family status, in
5 compliance with Title VI of the Civil Rights Act.

6 In-person meeting attendees may comment
7 verbally during tonight's hearing by filling out
8 speaker cards located at the sign-in table. Those
9 who have filled out speaker cards and indicated a
10 desire to speak will be called up during the
11 public comment portion of the hearing by the
12 member assigned to them.

13 If you wish to go ahead and fill out a form,
14 like I said, they are right there. So please feel
15 free to take one at your earliest possible
16 convenience.

17 Online participants will be allowed to make
18 their comments in the order they appear in our
19 online queue.

20 All speakers will be held to three minutes,
21 at which point the speaker will be held to have to
22 end their comments. If the PRWC elects to respond
23 to a question or questions posed during the public
24 comments, no additional time will be allowed for
25 further speaker response.

1 For those who want to make a comment for the
2 record but do not wish to speak publicly, you may
3 give your comments to our court reporter after the
4 hearing. Written comments may also be submitted
5 by email or through the PRWC's website by March
6 10, 2023.

7 And with that being said, I'd like to
8 introduce Eric Dehaven, Executive Director of the
9 Polk Regional Water Cooperative.

10 MR. DEHAVEN: All right. Thank you, Andy.

11 As Andy said, my name is Eric Dehaven. I am
12 the Executive Director for the Polk Regional Water
13 Cooperative. And what I'd like to do first is
14 introduce a few members of our panel that are up
15 with me here tonight.

16 First off, I'd like to introduce Mark
17 Addison. Where you at Mark? Here you are.

18 Mark is on loan to us from Polk County. He
19 is our PE with the County and is working for the
20 PRWC as project manager on this project.

21 Next, I'd like to go ahead and introduce some
22 key members of our consulting team. I'll start
23 off with Mary Thomas. Mary Thomas works for
24 Carillo Engineers. She's also a professional
25 engineer, and she is kind of the project

1 coordinator for the whole project. And she has a
2 lot of detailed information she can give you about
3 any facet of the program.

4 Next, I'd like to introduce Matt O'Connor
5 with Dewberry Engineers. Again, he's part of our
6 consulting team. And he is specializing in the
7 design of the transmission routing that goes
8 northward from, say, Lake Wales up to Haines City.

9 Then there's Brian Martin at the end down
10 there. Brian works for Chastain-Skillman, he's
11 another professional engineer with our group. And
12 he's specializing on the transmission routing
13 that's going basically from Lake Wales west to
14 Bartow.

15 And last but not least, I'd like to introduce
16 Wade Brown, right next to me. He is a member of
17 our acquisition team with American Acquisition.
18 And he will be working with any of you that are
19 impacted by the transmission line going next to
20 your property. And he'll be working with you
21 requiring us to get an easement from you for that
22 transmission line.

23 So with that, I'd like to tell you a little
24 bit about why we're here tonight. The goal of the
25 meeting tonight is to provide you with an overview

1 of the Southeast Lower Floridan Aquifer Wellfield
2 Project, which is currently in the planning and
3 design stage by the Polk Regional Water
4 Cooperative.

5 This project will deliver high quality
6 potable water to its member-utilities through a
7 water transmission pipeline. Again, that
8 transmission line is one of the key things we're
9 here to bring you up to speed on tonight.

10 Now, as a part of the planning and design
11 stage, PRWC would like to solicit input from you
12 on the selected pipeline route. What we'll do
13 first is give you a brief presentation. It's
14 about a 20-minute presentation that will explain
15 the Southeast Wellfield Project and the project
16 goals. And then we take your live comments and
17 questions you might have immediately following the
18 presentation.

19 The presentation will start with some general
20 housekeeping items that are really geared towards
21 those folks that are attending the meeting online
22 tonight. We do have an online forum, so people
23 are watching this online as well.

24 And following those slides, we'll get into
25 the actual technical presentation on the southeast

1 wellfield.

2 So with that, we can go ahead and get the
3 presentation rolling.

4 PRESENTATION

5 Before we begin, we would like to provide
6 some important information about participating in
7 this webinar for those attending using a computer,
8 tablet or smartphone.

9 First, we'll access the control panel on
10 GoToWebinar. On your desktop you should have a
11 small toolbar with a few buttons to the right of
12 your screen. Simply click on the orange arrow at
13 the top to expand the toolbar.

14 On your mobile device, simply tap the screen
15 to display the same options. This displays the
16 control panel, enabling you to raise your hand.

17 To download project files, simply click on a
18 file within the list when viewing in desktop.
19 When viewing in mobile, click on the document
20 icon. This will display the list of files to
21 download, including a comment form if you'd like
22 to submit a comment by mail at a later date, as
23 well as the project fact sheet and a PDF of this
24 presentation.

25 For those calling in, you may request these

1 documents by calling or emailing the PRWC.

2 On your control panel you will see a little
3 hand icon. By pressing this, you will let the
4 moderator know you wish to make a statement or ask
5 a question.

6 When the presentation is over, we will call
7 out your name in the order you raised your hand,
8 and we will unmute your microphone so you will be
9 able to speak. Once you start speaking, you will
10 have three minutes to make your statement.

11 This presentation will cover a number of
12 topics, including the water supply challenges
13 faced by Polk County, who the Polk Regional Water
14 Cooperative is and why it exists. The details of
15 the PRWC water supply project, the various
16 pipeline routes considered in the design, the
17 typical acquisition process and what to expect
18 during construction. And finally, we invite input
19 and questions from the public.

20 Central Florida is growing rapidly.
21 According to Forbes, Polk County is the fastest
22 growing county in the state and the fifth fastest
23 growing county in the country.

24 With population growth comes an increased
25 need for many resources, including water supply.

1 Overuse of any water supply can result in
2 unintended consequences. And pumpage of existing
3 water supplies in Central Florida is already
4 impacting our springs, wetlands and lakes.

5 For that reason, the three water management
6 districts that govern Central Florida, along with
7 the Florida Department of Environmental
8 Protection, the Department of Agriculture and
9 Consumer Services and local water suppliers began
10 a collaboration in 2011, known as the Central
11 Florida Water Initiative, or CFWI. The purpose of
12 this initiative was to work together to ensure
13 sustainable water supply for the region for
14 generations to come.

15 As does the entire Central Florida region,
16 Polk County relies almost exclusively on the Upper
17 Floridan aquifer for water supply. It is a
18 relatively shallow aquifer system and is very
19 fresh. But overuse has resulted in environmental
20 harm to natural systems.

21 In order to recover natural systems and
22 prevent further harm, what is known today as the
23 CFWI Rule was adopted in 2021. This rule
24 effectively restricts Upper Floridan aquifer use
25 to sustainable levels and forces conservation and

1 water supply diversification through the
2 development of other sources.

3 As a result of this rule, it is expected that
4 public suppliers such as your local water utility
5 will be restricted to a total supply of 78.6
6 million gallons each day from the Upper Floridan
7 aquifer, and will need to identify an additional
8 21.4 million gallons each day from some other
9 alternative water source to meet projected demands
10 in 2045.

11 In anticipation of the CFWI Rule, Polk County
12 and 15 municipalities within it joined forces in
13 2017 to form a nonprofit special governmental
14 district. With its formation, the Polk Regional
15 Water Cooperative, or PRWC, create a unified
16 representation on regional water supply needs and
17 the solutions that would overcome them. The PRWC
18 began work immediately to implement strategies
19 that would meet long-term water demands, while
20 protecting natural resources through conservation
21 and water supply diversification.

22 Supply diversification is critical to the
23 protection of our natural systems. Currently, the
24 Upper Floridan Aquifer provides water for public
25 supply, agricultural uses, industrial uses, and

1 irrigation and recreation.

2 In many areas of Central Florida, especially
3 in Polk County, there are close physical
4 connections between the Upper Floridan and our
5 surficial lakes and wetlands. Pumping of the
6 Upper Floridan Aquifer has resulted in water
7 levels dropping in springs, lakes and wetlands.

8 The Southwest Florida Water Management
9 District indicates that despite several years of
10 normal to above normal rainfall, several Polk
11 County lakes, such as Eagle Lake and Lake Eva,
12 still are not meeting their normal lake levels.

13 Water source diversification is an effective
14 method for avoiding impacts. Specifically,
15 through water conservation efforts, the expanded
16 use of reclaimed and surface water and through the
17 exploration of the deep and brackish Lower
18 Floridan Aquifer. Use of the Lower Floridan
19 Aquifer for water supply has been demonstrated
20 through aquifer modeling and pump tests to
21 significantly dampen impacts on surface water
22 systems.

23 Since before the PRWC was formed, Polk County
24 and its member governments have worked to identify
25 solutions to the long-term water needs of the

1 residents. Starting with a list of over 200
2 possible water supply projects, the members worked
3 to narrow them down to those that would not only
4 provide adequate water supply, but would also meet
5 the needs of the community in the most cost-
6 effective way. The Southeast Lower Floridan
7 Aquifer Wellfield Project was the first to be
8 selected for design and construction.

9 Phase one of the Southeast Wellfield Project
10 will utilize brackish, lower Floridan groundwater
11 as its source through five raw water wells and
12 pipeline. Using reverse osmosis as the treatment
13 mechanism, 7.5 million gallons per day of
14 high- quality potable water will be produced and
15 delivered to PRWC member governments through 66
16 miles of transmission pipeline. Member
17 governments will then use their existing
18 distribution pipelines to provide this water
19 blended with the traditional Upper Floridan
20 Aquifer water to residents. As population grows,
21 the plant capacity can be expanded to 12.5 million
22 gallons per day or more.

23 There are only a handful of technologies
24 available to remove salt from water. Reverse
25 osmosis is one. With the process of osmosis,

1 water flows from a solution of low concentration
2 to a solution of higher concentration until it
3 reaches equilibrium like plant roots absorbing
4 water from the soil.

5 With reverse osmosis, pressure is applied to
6 push the higher concentrated brackish water source
7 through a semi-permeable membrane, resulting in a
8 low-salt freshwater product that is similar to
9 distilled water purchased at your local grocery
10 store. The final product will be delivered to
11 local utilities through a system of pipes and
12 pumps.

13 Selecting the most practical route for water
14 delivery to numerous member systems was a lengthy
15 process that required extensive coordination with
16 PRWC members and a detailed technical evaluation
17 of route alternatives.

18 The evaluation needed to consider at a
19 minimum the following five critical factors.

20 The final delivery points for 14 member
21 systems.

22 The cost of the pipeline, which is impacted
23 by such things as material quantities and the
24 constructability of the route.

25 Existing environmental features, such as

1 wetlands and endangered or threatened species.

2 Long range planning for the area.

3 And the safety and accessibility of the
4 route.

5 The PRWC began by working with individual
6 members to identify their preferred point of
7 connection to receive water. Using geographic
8 information system mapping and other digital
9 resources, several possible pipeline alignments
10 were identified.

11 Possible pipeline alignments were reviewed in
12 the field to record observed features pertinent to
13 the route evaluation, such as evidence of buried
14 utilities, available space outside road pavement
15 and storm water structures. Pipeline alignments
16 follow roadways to the extent possible to minimize
17 impacts to property and must allow for a
18 continuous path from source to destination.

19 Cost and non-cost factors were identified to
20 support the route selection process. In addition
21 to the five critical factors previously discussed,
22 public convenience, soil conditions, need for
23 alternative construction methods and
24 archaeological conditions were considered.

25 For each of the possible alignments, desktop

1 and field investigations were conducted to collect
2 information, and then individual segments were
3 scored. Each segment was assigned a score between
4 1 and 4, with 4 representing the most preferred.

5 For an extensive pipeline such as this one,
6 the scoring evaluation and pipeline selection
7 process is lengthy and requires many iterations.
8 Though not possible to describe each segment
9 selection in detail during this meeting, examples
10 are provided to illustrate the process used.

11 Once initial scoring was complete, route
12 segment options were eliminated. Reasons for
13 eliminating a segment included such things as
14 added pipe length and therefore cost; significant
15 disruptions to residential homes or commercial
16 areas; extensive environmental, historical or
17 archaeological impacts; and safety concerns with
18 high traffic areas.

19 Here are some examples of the segments
20 omitted from consideration.

21 Segment 1: South of the water production
22 facility along State Road 60. This segment was
23 eliminated due to limited space and the fact that
24 it is a heavily traveled corridor.

25 Segment 2: Continuing along State Road 60,

1 west of the plant. This was eliminated due to the
2 extent of utilities and existing commercial use in
3 the area. This would have required that the
4 pipeline run under the roadway, which would not
5 have been permissible.

6 Segment 3: This would have taken the
7 corridor north from State Road 60 along Buckmoore
8 Road. This segment was eliminated to avoid
9 extensive impacts to residential areas.

10 Segment 4: Would have traveled northwards
11 along Tower Road and would have impacted numerous
12 small roads and private property.

13 Segment 5: Continued along State Road 60,
14 another area of extensive existing utilities and
15 limited space.

16 After extensive review and evaluations such
17 as those described, the final pipeline route was
18 selected. The route started at approximately 75
19 miles in length and was ultimately reduced to
20 approximately 66 miles of transmission and 10
21 miles of raw water main, with segments divided up
22 into construction packages so that the pipeline
23 can be constructed in phases. The 60 percent
24 level design is nearly complete, with construction
25 plans expected to be delivered to the PRWC by

1 April.

2 Starting at the water production facility on
3 Boy Scout Camp Road just north of State Road 60,
4 the transmission system follows Boy Scout Camp
5 Road northward before turning westwards along Lake
6 Park Road to Mammoth Grove Road.

7 This pipeline will continue westward until it
8 splits to continue north along Grove Road towards
9 Masterpiece to deliver water to Polk County's East
10 Service area, and then west along east Mountain
11 Lake Cutoff Road.

12 From there, the pipeline will continue
13 westwards along Mountain Lake Cutoff Road to Old
14 Bartow Road.

15 Returning to the northern alignment, the
16 pipeline will continue along Lake Mabel Loop Road
17 towards the town of Dundee, where it will deliver
18 water to their Hickory Walk Plant. The pipeline
19 will continue northwards along HL Smith Road and
20 westwards towards the town of Lake Hamilton's
21 Water Treatment Plant. The pipeline continues
22 northward along Detour Road and CSX Railroad until
23 reaching 12th Street in Haines City. Finally, the
24 transmission shifts to 10th Street before
25 terminating at the City of Davenport Water Plant.

1 Reverting back to the western alignment, the
2 pipeline continues west along Mountain Lake
3 Cutoff Road and old Bartow-Lake Wales Road, and
4 then heads north along Logistics Parkway and
5 Pollard Road to Winter Haven's Pollard Road Plant.
6 The pipeline then moves westward along 4th Street
7 and shifts north to Bomber Road, where it will
8 serve Eagle Lake.

9 Moving on westward towards US Highway 17
10 North, water is delivered to Polk County's Central
11 Service Area and then continues along US Highway
12 17 to Bartow's Plant. Then westward along Ernest
13 Smith and then northwest along US 98 to Polk
14 County's Southwest Service Area.

15 Finally, the raw water alignment will extend
16 southward from the water production facility along
17 Walk In Water Road to County Road 630 East.

18 The location of the wellfield alignment was
19 selected in collaboration with the South Florida
20 Water Management District and permitted by the
21 South Florida Water Management District to
22 minimize environmental impacts to local systems.

23 Further, an exploratory well was constructed
24 near the intersection of County Road 630 and Walk
25 In Water Road that will be converted to a

1 production well. The final alignment was selected
2 because it can be constructed nearly entirely in
3 the right of way, and other options would add
4 significant cost and impacts to existing property.

5 To the extent possible, the pipeline will be
6 constructed within existing road right of way and
7 will not impact property ownership. However,
8 where the right of way is not adequate, the PRWC
9 will pursue purchase of an easement, usually along
10 the frontage of the property, for the installation
11 of a pipeline.

12 Initially, property owners impacted will
13 receive notification of the proposed impact to
14 your property in a certified mail letter from the
15 PRWC Consultant Acquisition Team.

16 This notification will contain information
17 and visual aids to explain what we are seeking to
18 acquire and a contact person for you to answer
19 questions you may have.

20 Prior to making an offer to purchase the
21 portion of property needed, a real estate
22 appraiser will contact you to arrange an on-site
23 inspection of your property as part of the
24 appraisal process.

25 We encourage you to be present during this

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1 inspection to provide any information which might
2 affect the value. You will have the right to have
3 your own appraisal and share that opinion with the
4 PRWC during the negotiation process. The PRWC
5 will reimburse your reasonable cost of obtaining
6 another appraiser or other experts that may assist
7 you.

8 Once the appraisal is reviewed and accepted
9 by the PRWC, authorization will be given to the
10 consultant acquisition team to present you with an
11 offer to purchase the portion of property needed.

12 This offer will be done in person or by
13 certified mail and will not be less than the
14 amount determined to be fair market value of the
15 property from the appraisal.

16 After you have reviewed our offer, the
17 negotiation process begins with acceptance of the
18 offer or you may choose to make a counteroffer.
19 If you do so, the PRWC will consider your
20 counteroffer, and will seek to arrive at a
21 mutually agreeable purchase price.

22 If we are unable to reach a mutually
23 agreeable purchase price, we may choose to file a
24 condemnation action, which will not occur less
25 than 30 days from the date we make our written

1 offer to purchase.

2 However, our consultant acquisition team will
3 continue to negotiate with you or your
4 representative throughout the process to resolve
5 the acquisition in the most efficient manner. If
6 you choose to be represented by an attorney
7 licensed to practice law in Florida, you will be
8 reimbursed for reasonable fees paid to the
9 attorney as outlined by Florida statute.

10 Where acquisition is necessary, the PRWC will
11 pursue the purchase of an easement. The purpose
12 of the easement is to allow the PRWC to install
13 and access the below ground transmission
14 infrastructure in perpetuity, while allowing the
15 property owner to continue most uses of property.

16 Typically, the width of the easement is 30
17 feet to 40 feet, and normally exist along the
18 frontage of the property within building setbacks.

19 Once easements are purchased, homeowners will
20 be permitted to drive, park make certain
21 landscaping improvements and install fencing on
22 the easement. However, homeowners will not be
23 permitted to construct structures or otherwise
24 hinder the PRWC's ability to access the pipeline
25 for operation and maintenance.

1 Pipeline construction is expected to begin on
2 some segments in the fall of 2024. During that
3 time, property owners can generally expect open
4 cut installation, which involves the creation of a
5 trench, staging pipe, installing pipe, testing
6 pipe, and then returning the property to its
7 original condition.

8 Shown here are some photographs of typical
9 construction. The amount of time to install the
10 pipe will vary based on specific site conditions.
11 However, you can expect construction activities to
12 last anywhere from 30 days to six months or more,
13 depending on construction, sequencing, and other
14 site specific considerations.

15 During this time, the contractor will work
16 with you to ensure that access is maintained to
17 your property and mail delivery is not
18 interrupted.

19 Construction activities will generally occur
20 Monday through Friday from 7:00 a.m. to 6:00 p.m.
21 But work outside of this time frame may be
22 necessary from time to time.

23 Once the pipeline is installed, testing must
24 be completed prior to final restoration of the
25 pipeline route. During this time, we ask for your

1 patience with the final restoration, since testing
2 may not occur for some time following pipeline
3 installation.

4 Overall, we are hoping to install most of the
5 pipeline by the end of 2026. This week marks the
6 start of the public hearing process. 60 percent
7 design is anticipated to be completed this spring,
8 at which point the appraisal process for most
9 parcels will begin.

10 We appreciate the time you have taken to
11 attend this public hearing, and look forward to
12 your comments and questions.

13 For more information on this project, you may
14 visit the PRWC website at prwcwater.org, email us
15 at info at info@prwcwater.org or call us at
16 863-248-7388.

17 MS. THOMAS: All right. That was a lot of
18 information crammed into a fairly short
19 presentation and we are very interested in
20 answering your questions, whether they be during
21 this public hearing or after through the venue
22 shown here in the presentation.

23 So at this time, if you haven't done so
24 already and you would like to make a statement
25 this evening, please be sure to fill out the

1 comment card in the back. What we're going to do
2 now is take some questions from the folks online.
3 And then we will move to those comments that we
4 received here in this room.

5 MR. THOMPSON: We currently have two people
6 online that would like to make a statement. The
7 first will be Gunness Lallman.

8 As soon as I unmute your mic, you will have
9 three minutes once you start speaking.

10 You can now start speaking.

11 He may be having problems with his mic, but I
12 will come back to him.

13 Our next speaker is Susan Gayle. You can now
14 start speaking, Ms. Gayle.

15 MS. GAYLE: Thank you.

16 I want to thank everybody here tonight for
17 this hearing. Water issues have been a concern in
18 Florida for many years and conservationists like
19 myself have been concerned about the lakes and
20 springs in our state and the Floridan aquifer.

21 So appreciate the creation of the Polk
22 Cooperative, and, you know, the various
23 municipalities participating.

24 I wrote down a couple of questions I was
25 hoping you'd address.

1 If you need to do an easement on my property,
2 will you replace my landscaping, fence, sidewalk
3 and driveway after you're done to make sure that
4 they're returned to their previous beauty?

5 Will this project affect drainage or cause
6 flooding on my property, either during or after
7 construction?

8 And aside from what was in the presentation,
9 will there be restrictions on my property after
10 you finish besides the ones that you talked about?
11 Will there be a restriction on the use?

12 And I have -- I'm very curious about where
13 the funding is coming from for this project. It
14 sounds like a multimillion dollar project. And,
15 you know, I'd like to know where the money is
16 coming from for it.

17 And thank you again for inviting us to this
18 hearing tonight.

19 MR. ADDISON: All right. I'll attempt to
20 answer the first couple of questions there.

21 So as far as the impact to your property, of
22 course, a lot of the pipeline will be installed by
23 open trench construction. So there will be
24 disturbance to the frontage, in most cases, the
25 frontage of your property. As far as replacement,

1 we will be replacing everything to preconstruction
2 conditions. So if there's any fence, fencing,
3 driveways, anything of that nature, minor
4 landscaping, et cetera, we'll be replacing those
5 to make sure that it's put back the way that we
6 found it essentially.

7 As far as drainage impacts are concerned, we
8 don't anticipate impacts to drainage directly as a
9 result of construction. However, if there are,
10 we'll be prompt to work with you to resolve those
11 quickly with a contractor. But we don't
12 anticipate those types of issues.

13 As far as restrictions, as stated in the
14 presentation, again, normal things that you see on
15 the frontage of your property, which would be
16 driveways, sidewalks, fencing, you may park your
17 vehicles there, things of that nature, all that
18 will continue to be allowed. Minor landscaping
19 will continue to be allowed. But we do not allow
20 any type of structures or overstory large type
21 trees that would inhibit our ability to get back
22 to the pipeline for operation and maintenance.

23 So hopefully, that answers those questions.

24 Do you want to pick up on the funding?

25 MR. DEHAVEN: Sure. I can answer the funding

1 question.

2 The project, the transmission line, as well
3 as the water production facility are being funded
4 almost 20 or 50 percent by Water Management
5 District grant. So it's grant funding from the
6 Water Management District that will handle almost
7 half of the project cost.

8 The other half is being funded through an EPA
9 federal loan. It's a 30-year term, so it would be
10 paid back over 30 years. Again, that -- it is a
11 loan. So what ultimately happens is the
12 ratepayers who are receiving the water, each of
13 the municipalities will be paying that ultimately
14 for half the project cost. Actually, a little bit
15 less than half.

16 We also have to received state grants from
17 the legislature for this project. So they're --
18 that's paying probably right now about one to two
19 percent of the project cost. And about five
20 percent of the cost is being relied upon through
21 state revolving fund loans that, again, will be
22 paid back by the folks receiving the water long
23 term.

24 MR. THOMPSON: Thank you. We're going to try
25 Guinness Lallman again.

1 Your mic is now unmuted, can you speak?

2 MR. LALLMAN: Yes. Good evening and thank
3 you again for having me. My question was actually
4 two parts, but it was answered. The first part
5 was answered by a previous caller.

6 We have a property -- so we have three
7 properties with road frontage on Walk In Water
8 Road. Since you have the -- from the map, you
9 have the well and also the treatment plant. I was
10 just curious whether the residents of Walk In
11 Water Road will benefit from the treated water,
12 purified water. If so when?

13 MS. THOMAS: I'll start that. If anyone has
14 anything to add to it.

15 So if for all of -- this goes for the entire
16 population. If you are currently receiving water,
17 getting your potable water from the municipality,
18 you will continue to do so. If you're on your
19 private well, you will continue to utilize that
20 private well. And that goes from the folks along
21 Walk In Water Road.

22 As for the wells going in along Walk In Water
23 Road and the pipeline that you saw in the map, we
24 anticipate that that entire raw water alignment
25 will be placed within the road right of way.

1 There will be acquisition for public potable water
2 supply wells themselves. But the pipeline itself
3 will be in the road right of away.

4 MR. THOMPSON: Thank you. We have one more
5 person online, Tiffani Wilshire.

6 I am now un-muting your mic.

7 MS. WILSHIRE: Hi, there. I had a few
8 questions, but they've been answered so far. So
9 we're just flying through this.

10 I really do appreciate the presentation and
11 your time. Just seeing you all work together to
12 provide solutions for us through this.

13 I live on a lake property in South Lakeland
14 to be exact. And I was just curious, you know,
15 with the drilling that will be taking place, you
16 know, will this drilling dry out my lake? You
17 know, I have two neighbors who have private wells.
18 So I was just curious what impact that possibly --
19 the drilling would have out of their property as
20 well.

21 And then I also just wanted to inquire about
22 if there will be any changes to the water
23 restrictions when everything's done?

24 MS. THOMAS: So to your first question, will
25 this water supply dry up my lake or my water

1 supply, that's a common question we get. And
2 what's unique about this project is that it was
3 selected with the sole purpose of diversifying
4 water supplies and protecting the source that most
5 of you are accustomed to utilizing.

6 The presentation indicated that nearly every
7 user in Polk County utilizes the upper Floridan
8 for their potable supply. This project drills
9 wells far deeper into the Lower Floridan Aquifer.
10 And studies and testing have shown that by
11 utilizing that aquifer, there is little to no
12 impact on existing users of the upper Floridan in
13 your lakes and your wetlands. So it is
14 anticipated that this project will have no impact
15 to your local lakes.

16 As to water restrictions, you will be subject
17 to the very same water restrictions that you are
18 subject to today, whether they be your local
19 municipal requirements or Polk County restrictions
20 or Water Management District requirements. This
21 project will have no impact on any existing or
22 future restrictions.

23 MR. ORRELL: Okay. Well, I assume that we
24 are done with the online portion of the virtual
25 comments. So with that in mind, why don't we go

1 ahead and move to the in-person. First up we have
2 Matthew Machata.

3 Matthew, would you like to speak?

4 MR. MACHATA: Okay. I got some of my
5 questions answered already.

6 MR. ORRELL: Okay. Fantastic.

7 Next we have Kathie Stuart.

8 MS. STUART: Good evening.

9 First of all, I would like to know who
10 decided where all these pipelines are going. I
11 live on Masterpiece Road and there's not much
12 development going on down there. And Lake Pierce
13 is close by.

14 So if you're going to go down, up, down or go
15 down deep, are you going to be depleting the water
16 from Lake Pierce?

17 I've got two wells on my property and they're
18 both about 600 feet deep. And I would hate to
19 have everything dried up and all of a sudden
20 sinkholes appear everywhere.

21 I was raised in Florida. My father was born
22 and raised here in Bartow. We watched a lot of --
23 a lot of things transpire in the past 76 years.

24 Who made the decision on where these
25 pipelines are going?

1 MR. O'CONNOR: I can speak to that. We
2 worked with a team to develop the pipeline routes
3 that you saw in the presentation. And we worked
4 together to compile the alternatives to compare
5 the cost and non-cost factors in order to select
6 the final recommended route.

7 MS. STUART: Did you select the areas for
8 these pipelines to go on projected subdivisions
9 going in or what?

10 MR. O'CONNOR: No. The first criteria is the
11 delivery locations. And the source was selected
12 there on Boy Scout Road. So really kind of trying
13 to connect the dots by going from the source on
14 Boy Scout Road to the delivery points.

15 MS. STUART: Okay. If something happens and
16 sinkholes develop as a result of the water coming
17 out of the ground, is your group going to be
18 responsible for the sinkhole and what it takes up?

19 MR. ADDISON: I'd just like to add, since I'm
20 familiar with the Lake Pierce area. The County
21 does have a utility service area out there and
22 there are existing wells that are approximately
23 the same depth as yours for public supply.

24 The pipeline that's going to come down
25 Masterpiece Road is going to deliver water to that

1 service area, which is primarily on the west side
2 of Lake Pierce.

3 And as explained previously in the
4 presentation, and I think as Mary was pointing
5 out, the purpose of the project is to basically
6 cut back, so to speak, on the pumpage in that
7 service area of those wells that are approximately
8 the same depth as yours, and use this alternative
9 water supply to meet future demand in that area.

10 So the real purpose of the project is to not
11 have that impact on you over time by providing
12 this alternative water source for future growth in
13 that area.

14 MS. STUART: And if my well dries up, does
15 that does that mean I've got to buy water from
16 you?

17 MR. ADDISON: Not necessarily, ma'am. And
18 there should be no impact to your well from this
19 project. The wells for this particular wellfield
20 are down by Walk In Water, Lake Walk In Water,
21 which is quite a distance from Lake Pierce.

22 MS. STUART: I'm familiar with it.

23 MR. ADDISON: Yeah. And, again, you know,
24 the projected demand for the East Regional Service
25 Area, as it's called out by Lake Pierce, cannot be

1 met by the Upper Floridan Aquifer supply. So
2 that's why we're providing this alternative
3 supply, so that we don't have to -- or we won't
4 have that impact to the lakes and streams and
5 wetlands and to other wells.

6 MS. STUART: I know my time is run up. But
7 can I ask one last question?

8 MR. ORRELL: Go ahead. Sure.

9 MS. STUART: If you're going to come in and
10 you're going to take my property to put these
11 wells in and you're going to have an appraiser
12 come out and look at it and give me his estimate
13 as to what my property is valued at, and I get my
14 own appraiser to come out, let's say that my
15 appraiser is quite a bit higher than what your
16 appraiser is. And if I don't agree with it,
17 you're going to eminent domain my property?

18 MR. BROWN: There's a process that, as
19 explained, we're going to have an appraisal done.
20 You have a right to that appraisal. And then it's
21 our job to come out and meet with you if there's a
22 difference in those two opinions.

23 Appraisals are subjective, you know, based
24 upon the expert that they -- in the field of
25 appraisal. But at the same time, we're hoping

1 that the disparity isn't there. Any disparity
2 that is, it's our job to come out and sit with you
3 and make you happy about it.

4 The last resort that this agency wants to do
5 is file eminent domain. Sometimes it's necessary
6 to keep us on schedule. But as I said, we're
7 always going to maintain negotiations with you to
8 resolve this without doing that.

9 MS. STUART: Well, because I already got a
10 letter stating that my property was going to be
11 eminent domained.

12 MR. BROWN: Well, I'm not sure what letter
13 you got. But that's not what we start off doing.
14 That's just an end result. If we -- if you and I
15 can't sit down in the living room and work this
16 out, that's that's a possibility.

17 But we do everything that's possible within
18 our means. Of course, we have to maintain use of
19 taxpayer dollars. So we do have to be cognizant
20 of that.

21 But that's why we ask if there's a disparity
22 there, basically, if you don't agree with the
23 appraisal fair market value that comes into you,
24 you have that right to go. But we also have my
25 staff who's very experienced in this, that's why

1 they hire us to keep it out of going to eminent
2 domain.

3 And it's our time -- you know, we'll have
4 plenty of time to sit down with you, if you have
5 representative or with your own appraisals to sit
6 down and work this out.

7 MS. STUART: Is your firm local?

8 MR. BROWN: Yes, ma'am. We have -- I'm out
9 of Tampa, my headquarters. But we have employees
10 all throughout Polk County. They're very familiar
11 with the area and we were --

12 MS. STUART: I was raised here in Bartow. So
13 and I've lived in Lake Wales for over 40 years.

14 MR. BROWN: Yes, ma'am. And we will do
15 everything we can to accommodate you on your
16 schedule.

17 If your property is being impacted, my staff
18 will be available to sit down with you at your
19 convenience to discuss this as much as possible.
20 Our sole job is to do -- is to come out here and
21 make this a mutual beneficial transaction if it
22 has something to do that.

23 MS. STUART: How would I be able to get in
24 touch with you after I get a notice or your
25 appraiser comes out?

1 MR. BROWN: The process is, if you are
2 identified, once the plans are confirmed and they
3 authorize us to proceed forward, you will be
4 getting a letter from us saying, here's what's
5 happening.

6 We'll give you an outline of the easement
7 that is being proposed, some other information
8 that basically was reviewed here tonight about the
9 process. But it will have a contact person there.
10 But that contact person, my project manager, she's
11 sitting here tonight, and you can go right to her
12 tonight. She'll get your information to talk to
13 you, you know, and you will have a contact number
14 for me.

15 MS. STUART: On some of the information I got
16 to begin with, it said that it was going to be a
17 50-foot easement. Does that come from the center
18 of the existing road or from the edge of the
19 existing road?

20 MS. THOMAS: If I may, I don't believe we've
21 contacted the property owners yet. And so
22 whatever information you've been provided was
23 probably an estimate or just an idea.

24 We will be in the process of reaching out to
25 specific homeowners in the next maybe six months

1 or so. So any information you've received to date
2 is preliminary. What we are estimating today is
3 that the easement widths are between 30 and 40
4 feet.

5 MS. STUART: Do you come from the center of
6 the road or from the side of the road?

7 MS. THOMAS: From the edge of the existing
8 road right of way.

9 MS. STUART: Okay. I got that 50 foot from
10 the letter I got stating eminent domain.

11 MS. THOMAS: We're not familiar with that
12 letter. I don't believe that was generated from
13 us. And we can speak to that.

14 MR. ORRELL: No. Any of the mailings that
15 you've received in the mail that haven't been
16 specifically sent from the Polk Regional Water
17 Cooperative definitely did not come from us. So
18 more than likely the letter that you got came from
19 someone who isn't affiliated with us.

20 MS. STUART: It might have been Swift Mud, I
21 don't know. But I got a letter and a neighbor of
22 mine got a letter. Two neighbors of mine got
23 letters.

24 MR. ORRELL: And we know that there have been
25 a few law firms that have been sending things out

1 to people who have property that are in the area
2 that have been trying to solicit business.

3 MS. THOMAS: Perhaps after the meeting, we
4 can discuss the specifics of your other property.

5 MS. STUART: All right. Thank you. And I
6 appreciate the extra time.

7 MR. ORRELL: Thank you.

8 Seeing no further requests to speak, we will
9 go ahead and adjourn this public hearing. Thank
10 you so much, everyone. You can --

11 MR. THOMPSON: We have one more person online
12 that raised their hand.

13 MR. ORRELL: Oh, I apologize.

14 MR. DEHAVEN: If anybody wants to fill out
15 one form quickly before we adjourn?

16 MS. FISH: I looked for one.

17 MR. DEHAVEN: Did you?

18 MS. FISH: Yes, sir.

19 MR. DEHAVEN: William, is there one back
20 there?

21 We got it. Here it comes.

22 MS. FISH: Thank you, sir.

23 MR. THOMPSON: Guinness Lallman would like to
24 speak again since the last speaker got more time.
25 So I'm un-muting his mic.

1 Go ahead, Mr. Lallman.

2 MR. LALLMAN: Yeah. That's okay.

3 I'm sorry. I don't think the question was
4 answered that I asked previously, was whether the
5 residents of Walk In Water Road would benefit from
6 the potable water. Because currently we get our
7 water from private wells. And since you have both
8 the test well and the treatment plant right in our
9 area, you know, I think it's only fair that we
10 should. And if not, can we -- when can we expect
11 that?

12 MS. THOMAS: Currently, there are no plans to
13 expand the service area. If you are currently on
14 a private well, you would remain on that private
15 well. The service area that you're within, I
16 believe, is nearest to the jurisdiction of Polk
17 County. And should Polk County expand its water
18 utility service area, you would be connected to
19 their water supply at that point in time.

20 MR. DEHAVEN: And I would like to point out a
21 little bit more about the benefits. Although you
22 won't necessarily get the benefits of the water
23 itself, you will receive the benefits of reduced
24 pumpage from the Upper Floridan in order to
25 maintain your long term lake levels and wetlands.

1 That's the purpose of the alternative water
2 supply, is to be able to ensure that the existing
3 natural resources that we all enjoy are improved
4 and maintained long term. So I think that's a key
5 benefit that everyone should expect in the Walk In
6 Water area, as well as throughout Polk County.

7 MR. ADDISON: And if you don't mind my
8 adding, just from Polk County's perspective. I
9 would say, sir, if you're interested in receiving
10 service, I'm not exactly sure where your property
11 is, but you can certainly contact the County
12 office's planning land development. That would be
13 good start or your County Commissioner.

14 MR. LALLMAN: Okay. Thank you.

15 MR. ORRELL: Okay. We have one more.

16 MR. THOMPSON: I think I have one more.

17 Oh, go ahead. Go ahead.

18 MR. ORRELL: Oh, you had one more online?

19 MR. THOMPSON: I'm trying to find out. They
20 raised their hand. I'm trying to ask them if they
21 still want to speak.

22 MR. ORRELL: Okay. Well, while we're waiting
23 on that, why don't we go ahead and answer one more
24 that's here in the building.

25 Linda Fish, would you like to speak?

1 MS. FISH: Yes, sir.

2 I'm Linda Fish. I live at 4413 Walk In Water
3 Road for many years. I'm older than most of you
4 people here.

5 I think I understood Mary to say that the
6 transmission line would mainly be on the road
7 right away. But if they went beyond that, the 30
8 to 40 foot which is on the sign back there, would
9 be from the edge of the road right of way?

10 MS. THOMAS: That is correct. However, we
11 are at a 60 percent design process, along Walk In
12 Water Road. And we've determined that the
13 pipeline will be within road right of way. So we
14 do not anticipate acquiring easement along Walk In
15 Water Road.

16 MS. FISH: Second question. I haven't heard
17 anything today about the injection wells down on
18 the Boy Scout Road. How deep are those? And
19 could you explain this just a little bit more?

20 MS. THOMAS: Certainly.

21 MR. DEHAVEN: Sure.

22 Yeah. There will have to be -- because of
23 the reverse osmosis process, we'll have to get rid
24 of that reject water from the treatment process.
25 And so those wells are anticipated. Right now

1 we're anticipating one well. It might be two
2 based upon the test drilling that we're going to
3 conduct probably starting really in May.

4 The well is anticipated to go at least 4,000
5 feet deep. It could go as deep as 8,000 feet in
6 order to dispose of that. That depth is all
7 dependent upon how receptive that, we call it the
8 Sub Floridan Aquifer units are for accepting that
9 water. Again, we'll be testing that well as we
10 go.

11 And, again, I anticipate we'll start up
12 probably, what do you think, Mark, in May?

13 MR. ADDISON: Yeah. I'd say they will be
14 mobilizing in April with construction.

15 MR. DEHAVEN: It will be located on the same
16 site as the water production facility.

17 MS. FISH: And the last question, it's not a
18 question, just a comment.

19 I know the original plan, I have no idea what
20 your current plan is, that along Walk In Water
21 Road there would be 13 wells eventually done.
22 From Highway 60 to 630 is less than 10 miles, and
23 you want 13 wells. That's overwhelming to me.

24 MR. DEHAVEN: The South Florida water use
25 permit calls for a potential wellfield of 37

1 million gallons per day total withdraw, which
2 would produce 30 million gallons of raw water to
3 be able to be distributed. That is, like, a
4 50-year type projection. So it is possible that
5 beyond this first stage that there might be future
6 wells there and there might be additional wells
7 there in the future.

8 I think how our permit with South Florida is
9 also structured is that with each of these phases
10 that we do, there's all the existing monitor wells
11 that will go in that will monitor to see how the
12 impact is manifesting itself upwards in the upper
13 Floridan or in surface water, if there is any.

14 So there's a stage development process that
15 will be overseen by the water management districts
16 to ever get to that type of number.

17 I don't necessarily anticipate that we'd ever
18 get to that type of number. I think what we'll
19 find that -- we'll find out a lot about the
20 ability of the Lower Floridan Aquifer to produce
21 water through this first stage. I'm very
22 confident it will produce that water effectively
23 and safely without impacts to anyone. And then
24 we'll see what the -- how the monitor --
25 monitoring wells react to all of that and see if

1 there's additional we can do.

2 I wouldn't get too worried about the amount,
3 that there might be 13 wells. I would be
4 surprised if it ever got to that number, put it
5 that way.

6 MS. FISH: I find it amazing that these 15
7 cities don't slow down any other major
8 construction and they cannot meet their 50-year
9 plan. Falling short of their 50-year plan of
10 construction is like ridiculous. And I don't mean
11 single home families, I'm talking about multiple,
12 multiple. Come on, stick with your plan book.
13 Crazy.

14 MR. ORRELL: Thank you.

15 MS. FISH: Thank you.

16 MR. ORRELL: Okay. Chuck? Hey, Chuck, do we
17 have anyone else online that would like to speak?

18 MR. THOMPSON: We do. We have Ling Chen. I
19 am un-muting them right now.

20 You may now speak.

21 MS. CHEN: Okay. Hello, can you hear me?

22 MS. THOMAS: We can.

23 MR. THOMPSON: Yes. We can.

24 MS. CHEN: All right. Basically, Linda's
25 question raised another question for me. And

1 Linda is my neighbor.

2 So I would like to ask, original stage, how
3 many wells are you planning to put in?

4 MS. THOMAS: The first phase, we're
5 anticipating a total of five wells to supply this
6 RO plant. One of them already exists and one of
7 them is being drilled right now.

8 MS. CHEN: Okay. So the one existing is,
9 like, the one testing well you're talking about?

10 MS. THOMAS: The one that exists is at -- is
11 near the intersection of Walk In Water and 630 at
12 the very end.

13 MS. CHEN: Okay. And the other four is going
14 to spread all along the 10 miles or it's kind of
15 next to each other?

16 MS. THOMAS: The second well is the well
17 under construction at Walk In Water and
18 Cypresswood. The third well will be very close to
19 the first well along 630. So that makes three
20 wells. We have not determined the location of the
21 final two wells.

22 We are seeking -- we're pursuing acquisition
23 of parcels for those two final wells. So those
24 locations are still to be determined.

25 MS. CHEN: And how noisy when the well is in

1 -- like, when it's in function?

2 MS. THOMAS: Well, that's a good question.
3 Maybe Mark can answer that.

4 MR. ADDISON: As far as the wells, once the
5 well is in operation, we have to comply with Polk
6 County Land Development Code with respect to
7 noise. I can tell you from experience that the
8 motors on these well pumps are very quiet. Some
9 of these wells will be outfitted with standby
10 power generators, which will probably be the
11 noisiest component of the well site itself.

12 And those generators will run infrequently.
13 They do need to be exercised once a week for about
14 an hour. But otherwise they would only run when
15 there was some power issue and the well needed
16 standby power.

17 MS. CHEN: Okay. Doesn't sound so bad.

18 And the next question is, right now when we
19 drive by and see the testing well and it kind of
20 look quite ugly. So once, like, you have
21 constructed wells, are you going to put some
22 landscaping, like, in front, by the road to kind
23 of mask the well slightly?

24 MR. ADDISON: Yes. We'll work with the
25 community to make sure that it's screened, whether

1 that be landscaping or decorative fencing. We'll
2 work with the community to make sure it's screened
3 and it's not an eyesore to the community.

4 MS. CHEN: All right. Okay. Thank you very
5 much for answering my question.

6 MR. THOMPSON: That is all the online
7 participants that we have that have raised their
8 hands.

9 MR. ORRELL: Fantastic. Thank you, Chuck.

10 Again, unless there is anyone else who would
11 like to speak at the meeting here in person, we
12 will go ahead and adjourn this public hearing.

13 We thank everyone for coming out today and
14 giving us your great input.

15 And if you have any further questions, please
16 feel free to speak to any of the people up here or
17 to --

18 MS. THOMAS: There's a hand raising.

19 MR. ORRELL: Yes.

20 So what can I do for you, sir?

21 MR. FEWOX: Can I speak just a minute.

22 MR. ORRELL: Yes. We will have to get a card
23 from you just so we can put it into the official
24 notes, as this is a legal proceeding.

25 MR. FEWOX: My name is W.R. Fewox. I'm

1 president at FX Bar Ranch, Incorporated, which you
2 all know some of the wells is on the property that
3 you all bought years and years ago.

4 My question is, is the pipeline going down on
5 down 630 to Walk in Water and then going north?

6 Or how is it going to cut across from those
7 wells?

8 I know those wells are the first initial
9 wells put down. You know, I understand one of
10 those wells is already like over 3,000 feet deep.
11 And it had to be sealed off because you had salt
12 water.

13 So that's my question. You know, and when
14 this is probably going to take place. We still
15 own the property that joins that well site on the
16 south end. So --

17 MR. ADDISON: Yes, sir. With respect to the
18 pipeline itself, the pipeline from that well that
19 you're speaking of, which is east on 630, east of
20 Walk In Water Road, that pipeline will run within
21 the right of way. The right away of County Road
22 630 in that area is very generous. I believe it's
23 120 feet wide. So we have room to put the
24 pipeline in the right of way.

25 So it'll travel on the north side of the

1 right of way on the north side of the road. As it
2 heads west to Walk In Water Road, it'll cross Walk
3 In Water Road and it'll run up the west side of
4 Walk In Water Road within the right of way.

5 MR. FEWOX: It'll run down the ridge track
6 then that's already contemplation track or
7 whatever that is?

8 MR. ADDISON: Well, we'll be keeping it
9 within the right of way.

10 MR. FEWOX: You know what I mean.

11 MR. ADDISON: Yes, sir.

12 MR. FEWOX: It'll run down the west side of
13 Walk In Water Road?

14 MR. ADDISON: Yes, sir.

15 MR. FEWOX: Okay. All right. Our property
16 line -- like, let's say, if you look on the map,
17 joins that well site on the east side. You know,
18 so --

19 MR. ADDISON: Yep. Some of the wells will be
20 -- you know, they might be on the opposite side of
21 the road. And, of course, we'll have to cross the
22 road to connect the wells up.

23 MR. FEWOX: Well, they might be on the south
24 side of 630?

25 MR. ADDISON: No. No. There is only one

1 other well planned out on the 630 corridor, which
2 is west of the existing one.

3 MR. FEWOX: I see there's, like, three wells
4 there. You know, one bigger one and two smaller
5 wells.

6 MR. ADDISON: Yeah. Those are monitoring
7 wells that are associated with the first well that
8 was drilled.

9 MR. FEWOX: And then there's another plot
10 where we sold an acre a little further west.

11 MR. ADDISON: Yes, sir.

12 MR. FEWOX: That is probably going to be
13 another well site, too; right?

14 MR. ADDISON: That's correct. That'll be
15 another production well site. So that production
16 well will be constructed as part of this Phase 1.
17 And the timing of that could be as early as the
18 middle to end of next year on that additional
19 well.

20 MR. FEWOX: All right. I guess that might
21 be. Do you know what size well -- what size
22 pipeline is this going to be yet?

23 MR. ADDISON: For the raw water pipeline, I
24 don't recall the exact size. I know it starts off
25 probably about 12 inches. It gets larger as it

1 goes north, maybe as large as 36 is my
2 recollection. But don't quote me on that. But in
3 that area down on 630, I believe it's 12 inches.

4 MR. FEWOX: My other question is, what is
5 this water going to end up being? Winter Haven,
6 is this where this water is planning to go in the
7 future? Nobody got the question -- answer for
8 that yet?

9 MS. THOMAS: Yeah. Well, the raw water
10 wellfield will feed the RO plant north of State
11 Road 60. And once it's treated at the RO plant,
12 it will supply potable water to Dundee, Winter
13 Haven, Polk County, Davenport, Lake Hamilton, Lake
14 Alfred, Auburndale, Bartow, Eagle Lake, Haines
15 City.

16 Did I miss any?

17 THE AUDIENCE: Lake Wales.

18 MS. THOMAS: Maybe Lake Wales. Lake Wales
19 has not yet signed on to the project, so they're
20 currently not planned.

21 I think I got them all.

22 MS. FISH: Lakeland isn't in it?

23 MR. DEHAVEN: Or Frostproof.

24 MS. THOMAS: It will not supply Frostproof.

25 MS. FISH: Lakeland?

1 MS. THOMAS: Maybe in the future. Not this
2 particular phase. Not this first phase.

3 MS. FISH: I just knew they were part of
4 the --

5 MS. THOMAS: Yeah. They are. Lakeland is a
6 participant. Yeah.

7 MR. DEHAVEN: Yeah. It's important to
8 recognize, there is a sister project to this
9 project that is occurring about a year behind this
10 project in the Lakeland area.

11 So Lakeland will be getting a lot of their
12 water from that project. That water will also
13 help some of the county services, as well as folks
14 in Polk City and Auburndale.

15 MR. FEWOX: My other question was, where that
16 well site is, there's probably -- are there any
17 plans to go further east with something else in
18 the making right now?

19 MR. DEHAVEN: No. There are no plans to go
20 further east of that well site as on your farm.

21 MR. FEWOX: Everything will be going west?

22 MR. DEHAVEN: It's going west and then north.

23 MR. FEWOX: West and north. Okay.

24 My other question is, you know, it seems to
25 me like this is an awful long way to pump water

1 when you've got all those orange groves and
2 everything else that's a lot closer. And it looks
3 to me like this is sure enough outrageous project
4 to me. But, I mean, I'm just a tax payer and an
5 endangered species here. You know, but I know how
6 the government works.

7 But, you know, I just be darned if I can see
8 how you want to take a 30-inch pipeline, start out
9 with a 12 and then go to 30. I just never thought
10 there was that much water under the ground, you
11 know. I mean, I just don't realize, I mean.

12 But, you know, I'm just wondering if it was
13 going -- we already have representation, I mean,
14 representing us. So thank you.

15 MR. DEHAVEN: Thank you.

16 MR. ORRELL: Okay. If there is anyone else
17 in the venue that would like to speak?

18 MS. FISH: Can I just ask a question?

19 MR. ORRELL: Sure.

20 MS. FISH: He brought up monitoring wells.

21 MR. ORRELL: If you could please step to the
22 mic so people online can hear you?

23 MS. FISH: He brought up the monitoring wells
24 for the current well. Could you explain that a
25 little bit and how deep those are? That's, like,

1 huh?

2 MR. ADDISON: So the monitoring wells are
3 going to monitor the draw down in the Upper
4 Floridan Aquifer and the surficial aquifer
5 primarily. It's a safeguard, as Mr. Dehaven was
6 explaining before. And it's part of the permit
7 that was issued by the South Florida Water
8 Management District to monitor the water levels.
9 And if there's any significant impact to those
10 levels, they have the ability through that permit
11 to cut us off basically.

12 MS. FISH: Thank you.

13 MR. ADDISON: I will also tell you that the
14 groundwater modeling that was done for this
15 wellfield was very extensive. And even though the
16 wellfield is along Walk In Water Road, there was
17 no impact shown to the surficial water bodies in
18 that area, wetlands or Lake Walk In Water or any
19 other surface water bodies as a result of these
20 wells. Which is one of the reasons why the
21 wellfield is in the location it is.

22 MR. DEHAVEN: One more word on the monitor
23 wells. The Southwest Florida Water Management
24 District is in part of the final program where
25 they are drilling additional monitor wells a

1 little bit further out. Again, when you're
2 pumping up aquifer like the Lower Floridan, and
3 even the Upper Floridan is confined, you know,
4 those pumpage impacts extend out quite a ways.

5 And so that's really what those purposes of
6 those monitors the districts are constructing as
7 well as the ones we will construct as a part of
8 our permit requirements, is to make sure we
9 capture whatever impacts are happening from our
10 pumping. The districts --

11 MS. FISH: What are you talking about
12 monitoring well?

13 MR. DEHAVEN: What's that?

14 MS. FISH: What type of depth are you
15 speaking of monitoring wells?

16 MR. DEHAVEN: There will be monitoring wells
17 that are in the Lower Floridan Aquifer, where
18 we'll be pumping, or wells in the Upper Floridan
19 above our zone, which is the zone most everybody
20 taps for water supply. There will be zones and
21 monitors in the surficial aquifer to really
22 understand how the lakes and what they're
23 reacting.

24 MS. THOMAS: So 1500 feet maybe 800 feet and
25 then maybe, what, 50 feet?

1 MR. DEHAVEN: 50 feet.

2 MS. THOMAS: Yeah.

3 MR. ORRELL: Okay. This is a wonderful input
4 and we really appreciate everyone's passion for
5 this.

6 Without seeing any other speakers here for
7 tonight, we will go ahead and adjourn this public
8 hearing.

9 And if you have any further comments, please
10 feel free to either put them in the box at the
11 back of the room or go on the PRWC's website at
12 prcwater.org, where we will be collecting
13 comments from people through March the 10th.

14 With that, we are adjourned

15 Thank you so much and have a wonderful night.

16 [Whereupon, the foregoing proceedings were
17 concluded at 7:38 p.m.]

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C E R T I F I C A T E

STATE OF FLORIDA:

COUNTY OF SEMINOLE:

I, Vicky L. Barwick, Court Reporter and Notary Public, State of Florida at Large, do hereby certify that I was authorized to and did report the above and foregoing proceedings at the time and place aforesaid, and that the pages numbered 3 through 58, inclusive, prepared under my direction and supervision, constitute a true, complete and accurate excerpt transcript to the best of my skill and ability.

WITNESS MY HAND this 8th day of March 2023.

Vicky L. Barwick

VICKY L. BARWICK,
Marge Raeder Court Reporter, Inc.
Court Reporter and Notary Public,
State of Florida at Large
Commission Number GG 972255
Expiration April 6, 2024



Polk County
Polk Regional Water Cooperative

Agenda Item H.10.

3/22/2023

SUBJECT

Adopt Resolution 2023-07 Parcel Resolution of Necessity to Acquire Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects - Action Item

DESCRIPTION

Pursuant to Cooperative Resolution 2023-06, the Cooperative Board approved the construction of the SEFLA WPF raw water transmission line as depicted in said resolution and the SETM finished water pipeline as depicted in said resolution as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction. Resolution 2023-07 constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, specifically related to those parcels described in Exhibits "A," "B" and "C." This resolution authorizes the Cooperative, its officers, employees, contractors, and attorneys to acquire easement(s) in certain lands described in Exhibits "A," "B" and "C" by negotiation, contract, or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

RECOMMENDATION

Adopt Resolution 2023-07 Parcel Resolution of Necessity to Acquire Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

FISCAL IMPACT

No Fiscal Impact.

CONTACT INFORMATION

Mark Addison

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2023-07

**PARCEL RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN SPECIFIED PARCELS
TO IMPLEMENT
THE SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND
SOUTHEAST TRANSMISSION LINE PROJECTS**

The Polk Regional Water Cooperative (“Cooperative”), created pursuant to Section 373.713, Florida Statutes, and an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the Cooperative as an independent special district created pursuant to Chapter 189, Section 373.713, Florida Statutes and an Interlocal Agreement entered into on June 1, 2016 pursuant to Section 163.01, Florida Statutes by Polk County and 15 municipalities within Polk County (the “Interlocal Agreement”) for the purpose of developing AWS projects to meet the future potable water needs of the citizens of Polk County; and

WHEREAS, in April 2021, the Cooperative and 15 of its member governments entered into the Implementation Agreement for the Southeast Wellfield, which obligates the Cooperative to construct and operate the Southeast Wellfield Project to supply the participating member governments 15.15 million gallons a day of potable water by 2045 (the “Implementation Agreement”); and

WHEREAS, the Southeast Wellfield Project consists of the Southeast Lower Floridan Aquifer Water Production Facility (“SELFA WPF”) and the Southeast Transmission Main (“SETM”); and

WHEREAS, the Cooperative is in the process of constructing the first phase of the SELFA WPF, which consists of a 5 raw water wells, approximately 10 miles of raw water transmission line and a water treatment plant capable of producing 7.5 million gallons a day of high quality potable water and the SETM, which consists of approximately 61 miles of water transmission pipeline to deliver the finished water from the water treatment plant to the project participants for use in their water service areas; and

WHEREAS, pursuant to Cooperative Resolution 2023-05 the Cooperative Board designated the SELFA WPF and SETM Projects as approved projects pursuant to the Interlocal Agreement and the Implementation Agreement; and

WHEREAS, pursuant to Cooperative Resolution 2023-05 approved the construction of the SEFLA WPF raw water transmission line as depicted in said resolution and the SETM finished water pipeline as depicted in said resolution as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction is necessary for the performance of its duties and for the

construction, reconstruction and maintenance of said facilities for the use of the general public; and that the Cooperative is authorized to make such acquisition by gift, purchase or condemnation.

WHEREAS, the Cooperative has been granted the power of eminent domain pursuant to the Interlocal Agreement and Section 163.01(7)(f), Florida Statutes for the condemnation of private property interest for public use, and to acquire any interest in such real property as is necessary for the purpose of carrying out the Interlocal Agreement; and

WHEREAS, before exercising the power of eminent domain the Cooperative Board of Directors is required to adopt a resolution authorizing the acquisition of property for any purpose set forth in the Interlocal Agreement for the Cooperative’s purpose or use subject to limitations set forth in Sections 73.013 and 73.014, Florida Statutes; and

WHEREAS, the Cooperative has bifurcated its eminent domain resolution into two separate resolutions; the Project Resolution, authorizing acquisition of property and property rights for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, and the Parcel Resolution, authorizing the parcel acquisition and identifying the specific property and property rights to be acquired for the projects; and

WHEREAS, this Resolution constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and the SETM finished water pipeline projects; and

WHEREAS, the Cooperative has determined the need to acquire a non-exclusive permanent easement for construction of the SETM finished water pipeline project (or SELFA WPF raw water transmission line project) on certain lands located in Polk County, Florida, as more fully described in **Exhibit “A”**, the nature, terms and duration of the nonexclusive permanent easement as set forth in **Exhibit “B”**; and

WHEREAS, the Cooperative has determined the need to acquire a non-exclusive temporary construction easement for construction of the SETM finished water pipeline project (or SELFA WPF raw water transmission Line project) on certain lands located in Polk County, Florida, as more fully described in **Exhibit “C”**, the nature, term and duration of the nonexclusive temporary construction easement as set forth in **Exhibit “D”**; and

WHEREAS, absent a relinquishment of the property pursuant to Section 73.013(4), Florida Statutes, land to be acquired will not be conveyed to natural persons or private entities and the land is not being acquired to abate or eliminate a public nuisance or to prevent or eliminate a slum or blight; and

WHEREAS, the Cooperative intends in good faith to construct the SELFA WPF and the SETM on, under or over the described property; and

WHEREAS, the Cooperative has caused to be surveyed the line and area of construction by map or survey and location for the project; and

WHEREAS, the Cooperative shall comply with Chapters 73 and 74, Florida Statutes; and

WHEREAS, upon compliance with Chapters 73 and 74, Florida Statutes, the Cooperative is hereby authorized to exercise its power of eminent domain to acquire an interest in real property by initiating condemnation proceedings under Chapters 73 and 74, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The forgoing findings are incorporated herein by reference and made a part hereof.

Section 2. That after consideration of the factors described in the foregoing recitals, the description of the property and interests described as Parcels (6000-Lot 5-PE), (6000-Lot 5-TCE), (6000-Lot 6-PE), (6000-Lot 6-TCE), (6003-Lot 5-PE), (6003-Lot 5-TCE), (6005-Lot D-PE), (6005-Lot D-TCE), (6010-Lot F-PE) and (6010-Lot F-TCE) in **Exhibits "A," "B," "C," and "D"** attached hereto and the same is ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the SETM finished water pipeline project (or SELFA WPF raw water transmission line project).

Section 3. That the Cooperative, its officers, employees, contractors and attorneys are hereby authorized and directed to acquire by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, as may be necessary to acquire permanent and temporary construction easements in certain lands located in Polk County, Florida described in **Exhibits "A," "B," "C" and "D."**

Section 4. That the proper offices of the Cooperative are hereby authorized to do all things necessary and proper under the applicable provisions of Chapters 73, 74 and 163, Florida Statutes and the Interlocal Agreement and Implementation Agreements.

Section 5. That this Resolution shall take effect immediately upon its adoption.

Section 6. That if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

DONE at Auburndale, Florida this 22nd day of March, 2023

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

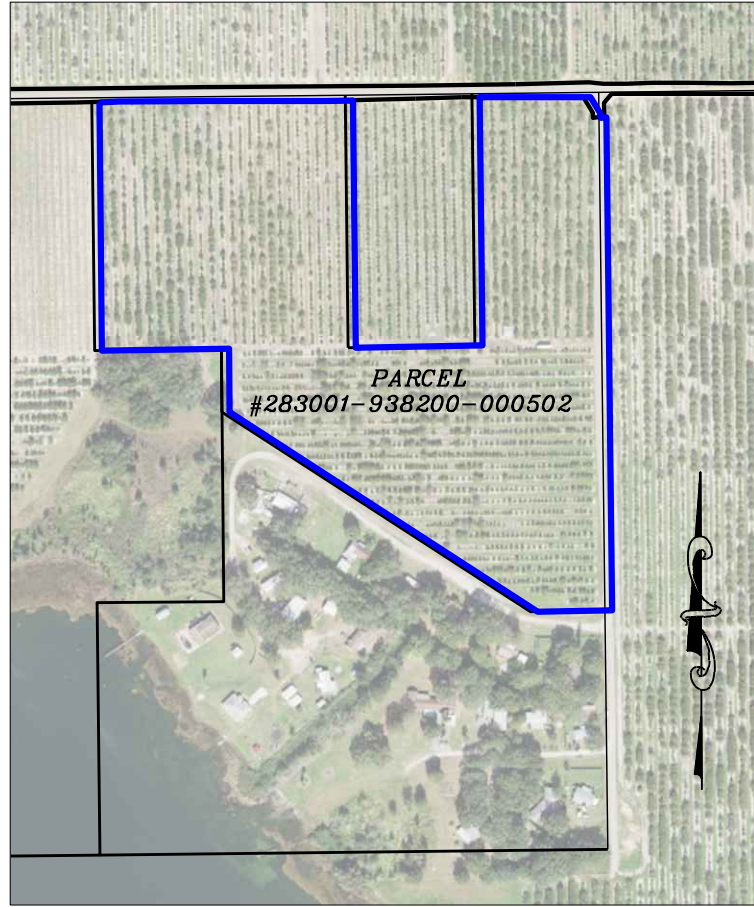
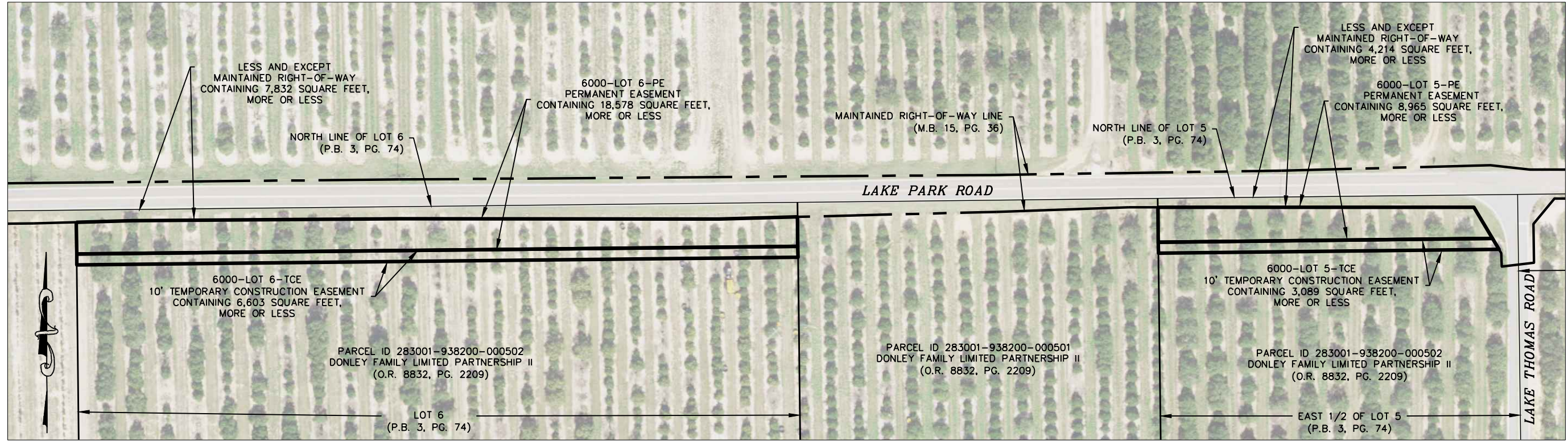
Edward P. de la Parte
Legal Counsel

EXHIBIT A

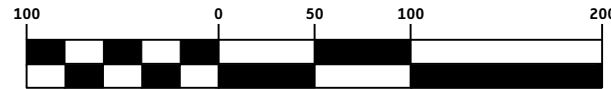
Nonexclusive Permanent Easement Legal Descriptions

[See Attached 13 Pages]

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS.dwg PARCEL 6000 EX Mar 16, 2023 11:36am by: jammermann

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

DONLEY FAMILY EXHIBIT

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 01/21/2023	8825.03-6000
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 01/21/2023	8825.03-6000
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

EXHIBIT "A"
DESCRIPTION
PARCEL 6000 - LOT 5-PE

DESCRIPTION:

A parcel of land being a portion of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 3, Page 74, of the Public Records of Polk County, Florida, located in Section 01, Township 30 South, Range 28 East, being described as follows:

The North 40.00 feet of the East half of said Lot 5,

LESS AND EXCEPT:

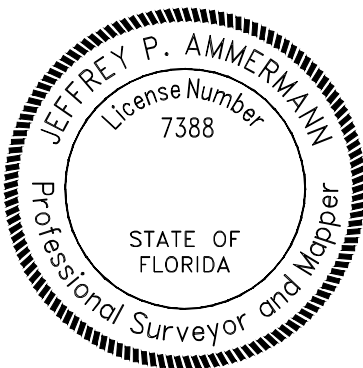
The maintained right-of-way of Lake Park Road, recorded in Map Book 15, Pages 36-43, of the Public Records of Polk County, Florida, being described as follows:

BEGIN at the Northeast corner of said Lot 5; thence South 89°21'14" West, along the North line of said Lot 5, a distance of 329.45 feet, to the West line of the East half of said Lot 5; thence South 00°41'14" East, along said West line, 8.22 feet, to the intersection of said West line and the South line of said maintained right-of-way of Lake Park Road; thence North 89°59'48" East along said South line, 289.37 feet; thence South 30°55'20" East, along said South line, 33.05 feet to the South line of the North 40.00 feet of said Lot 5; thence North 89°21'14" East along said South line, 23.47 feet to the East line of said Lot 5; thence North 00°41'57" West, along said East line, 40.00 feet to the POINT OF BEGINNING.

Said parcel containing 8,965 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



**Jeffrey P
Ammermann**

Digitally signed by
Jeffrey P Ammermann
Date: 2023.03.16
11:42:09 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
See sheet 2 of 2 for sketch.

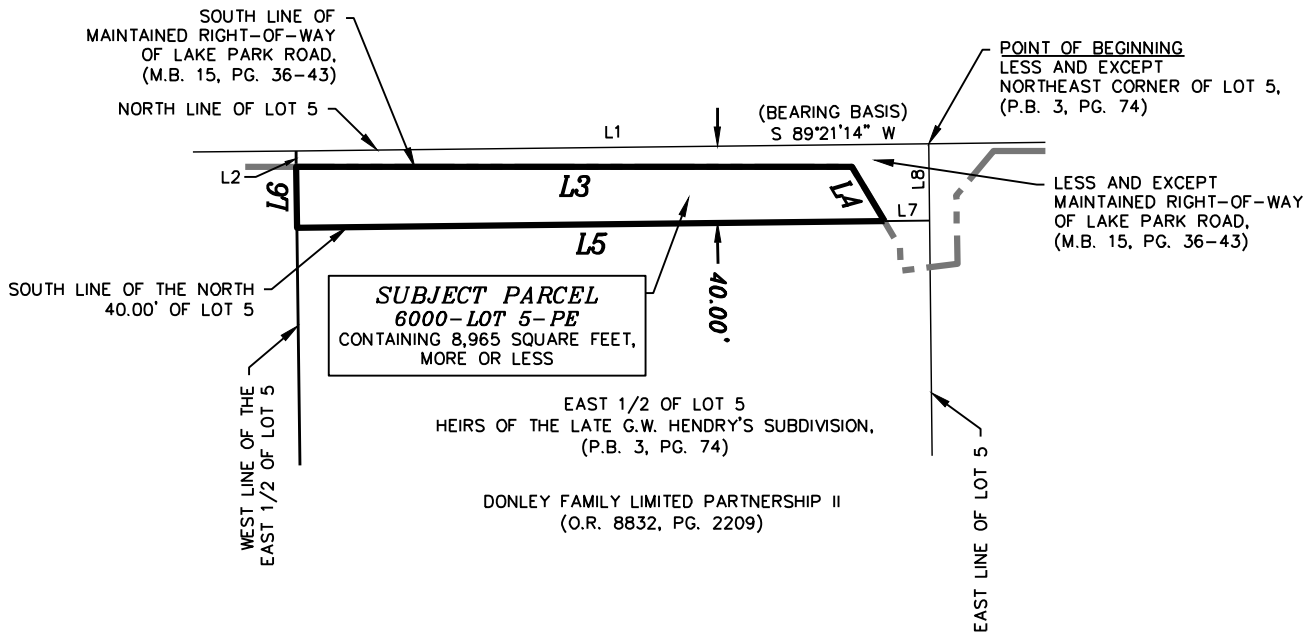
<i>PREPARED BY:</i> CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		<i>CS PROJECT:</i> 8825.03
<i>DRAWN BY:</i> DRAWN_BY:		<i>PARCEL:</i> 6000-LOT 5-PE
<i>FIELD BOOK:</i> — <i>PAGE:</i> —	<i>DATE:</i> <i>DATE</i>	<i>SHEET NO.</i> V-01

5: \882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENT'S.dwg 6000-LOT 5 (1) Mar 16, 2023 10:25am by: jammermann

DESCRIPTION SKETCH
PARCEL 6000 - LOT 5-PE



SCALE 1" = 100'



LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- M.B. = MAINTAINED RIGHT-OF-WAY BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, recorded in P.B. 3, PG. 74, of the Public Records of Polk County, Florida, being South 89°21'14" West.
- 3) See sheet 1 of 2 for description and Surveyors signature, seal, and certification.

<i>LINE TABLE</i>		
LINE #	BEARING	LENGTH
L1	S 89°21'14" W	329.45'
L2	S 00°41'14" E	8.22'
L3	N 89°59'48" E	289.37'
L4	S 30°55'20" E	33.05'
L5	S 89°21'14" W	305.99'
L6	N 00°41'14" W	31.78'
L7	N 89°21'14" E	23.47'
L8	N 00°41'57" W	40.00'

SHEET 2 OF 2

<i>CS PROJECT: 8825.03</i>
<i>PARCEL: 6000-LOT 5-PE</i>
<i>SHEET NO. V-02</i>

*PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262*

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/31/2023

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EXHIBIT "A"
DESCRIPTION
PARCEL 6000- LOT 6-PE

DESCRIPTION:

A parcel of land being a portion of Lot 6, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 3, Page 74, of the Public Records of Polk County, Florida, located in Section 01, Township 30 South, Range 28 East, being described as follows:

The North 40.00 feet of said Lot 6,

LESS AND EXCEPT:

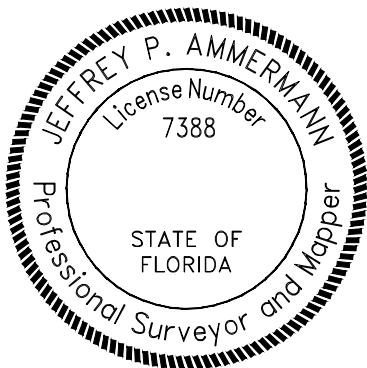
The maintained right-of-way of Lake Park Road, recorded in Map Book 15, Pages 36-43, of the Public Records of Polk County, Florida, being described as follows:

BEGIN at the Northwest corner of said Lot 6; thence South 00°37'48" East, along the West line of said Lot 6, a distance of 11.04 feet to the intersection of said West line and the South line of said maintained right-of-way of Lake Park Road; thence along said South line the following four (4) courses; thence (1) North 88°22'31" East, 51.50 feet; thence (2) North 89°37'02" East, 244.70 feet; thence (3) South 89°58'53" East, 292.22 feet; thence (4) North 88°31'42" East, 71.87 feet to the East line of said Lot 6; thence North 00°41'14" West, along said East line, 13.19 feet to the North line of said Lot 6; thence South 89°23'33" West, along said North line, 660.24 feet to the POINT OF BEGINNING.

Said parcel containing 18,578 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P

Ammermann

Digitally signed by
Jeffrey P Ammermann

Date: 2023.03.16
11:42:48 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
See sheet 2 of 2 for sketch.

CS PROJECT: 8825.03

PARCEL: 6000-LOT 6-PE

SHEET NO. V-01

**PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

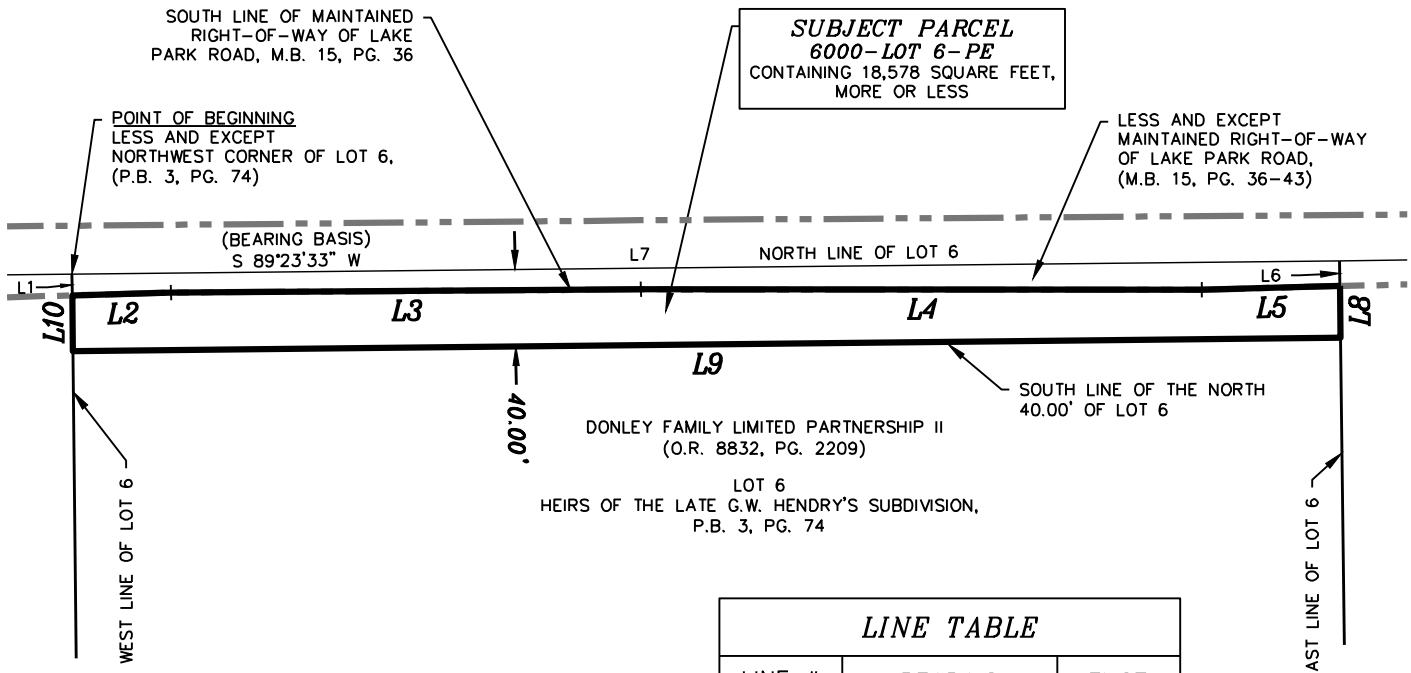
DATE: 01/31/2023

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DESCRIPTION SKETCH
PARCEL 6000 LOT 6-PE



SCALE 1" = 100'



LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- M.B. = MAINTAINED RIGHT-OF-WAY BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of Lot 6, Heirs of The Late G.W. Hendry's Subdivision, recorded in P.B. 3, PG. 74, of the Public Records of Polk County, Florida, being South 89°23'33" West.
- 3) See sheet 1 of 2 for description and Surveyors signature, seal, and certification.

<i>LINE TABLE</i>		
LINE #	BEARING	LENGTH
L1	S 00°37'48" E	11.04'
L2	N 88°22'31" E	51.50'
L3	N 89°37'02" E	244.70'
L4	S 89°58'53" E	292.22'
L5	N 88°31'42" E	71.87'
L6	N 00°41'14" W	13.19'
L7	S 89°23'33" W	660.24'
L8	S 00°41'14" E	26.81'
L9	S 89°23'33" W	660.28'
L10	N 00°37'48" W	28.96'

SHEET 2 OF 2

<i>CS PROJECT: 8825.03</i>
<i>PARCEL: 6000-LOT 6-PE</i>
<i>SHEET NO. V-02</i>

<i>PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262</i>		
<i>DRAWN BY: M. CRUZ</i>	<i>FIELD BOOK: — PAGE: —</i>	<i>DATE: 01/31/2023</i>

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EXHIBIT "A"
DESCRIPTION
PARCEL 6003-LOT 5-PE

DESCRIPTION:

A parcel of land being a portion of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 3, Page 74, in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 30 south, Range 28 East, of the Public Records of Polk County, Florida, being more particularly described as follows:

The North 40.00 feet of the West 1/2 of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 3, Page 74, of the Public Records of Polk County, Florida.

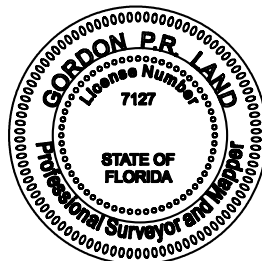
LESS AND EXCEPT the maintained right-of-way of Lake Park Road, recorded in Map Book 15, Page 36, of the Public Records of Polk County, Florida, being more particularly described as follows:

BEGIN at the Northwest corner of said Lot 5; thence North 89°21'14" East, along the North line of said West 1/2 of Lot 5, a distance of 329.94 feet to the Northeast corner of said West 1/2 of Lot 5; thence South 00°41'14" East, along the East line of said West 1/2 of Lot 5, a distance of 8.22 feet to the South maintained right-of-way line of said Lake Park Road; thence South 89°59'48" West, along said South maintained right-of-way line, 26.63 feet; thence South 88°06'00" West, along said South maintained right-of-way line, 121.22 feet; thence South 88°31'42" West, 182.14 feet to the West line of said Lot 5, thence North 00°41'14" West, along said West line, 13.19 feet to the POINT OF BEGINNING.

Subject parcel containing 9,699 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Gordon P Land
2023.03.17
09:26:22
-04'00'

GORDON P. R. LAND, P.S.M.
FLORIDA REGISTRATION PSM 7127
GPLAND@CHASTAINSKILLMAN.COM

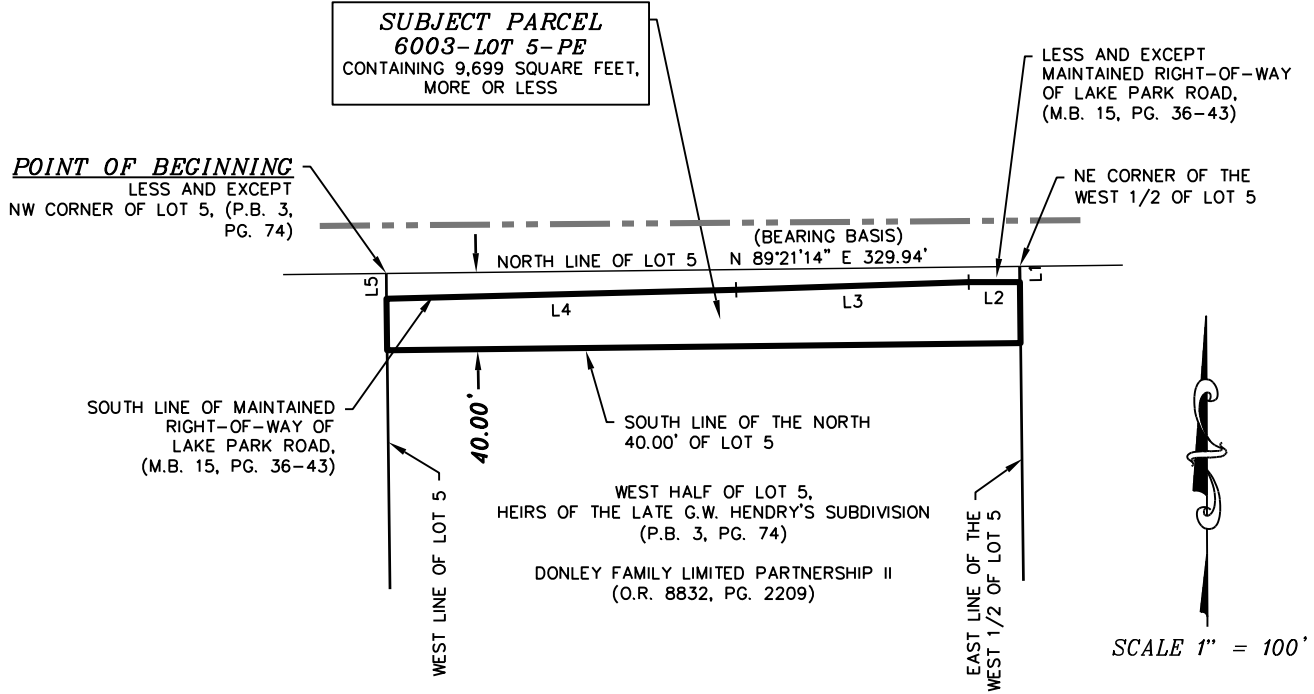
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
See sheet 2 of 2 for sketch.

<i>PREPARED BY:</i> CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		<i>CS PROJECT:</i> 8825.03
<i>DRAWN BY:</i> M. CRUZ		<i>PARCEL</i> 6003-L0T 5-PE
<i>FIELD BOOK:</i> — <i>PAGE:</i> —	<i>DATE:</i> 01/31/2023	<i>SHEET NO.</i> V-01

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DESCRIPTION SKETCH
PARCEL 6003-Lot 5-PE



LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

<i>LINE TABLE</i>		
LINE #	BEARING	LENGTH
L1	S 00°41'14" E	8.22'
L2	S 89°59'48" W	26.63'
L3	S 88°06'00" W	121.22'
L4	S 88°31'42" W	182.14'
L5	N 00°41'14" W	13.19'

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, recorded in Plat Book 3, Page. 74, of the Public Records of Polk County, Florida, being described North 89°21'14" East.
- 3) See sheet 1 for description.

SHEET 2 OF 2
CS PROJECT: 8825.03

*PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262*

PARCEL 6003-Lot 5-PE

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/31/2023

SHEET NO. V-02

2: \\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6003 (2) Mar 17, 2023 9:21am by: gpland

EXHIBIT "A"
DESCRIPTION
PARCEL 6005-L0T D-PE

DESCRIPTION:

A parcel of land being a portion of land described in Official Records Book, 7862, Page 1805, being a portion of Lot D, Mohawk Groves, as recorded in Plat Book 31, Page 55, in the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 30 south, Range 28 East, of the Public Records of Polk County, Florida, being more particularly described as follows:

The North 40.00 feet of Lot D, Mohawk Groves, as recorded in Plat Book 31, Page 55, of the Public Records of Polk County, Florida.

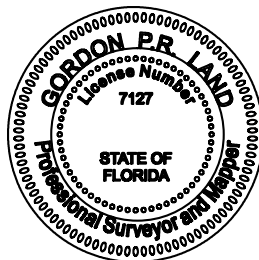
LESS AND EXCEPT the maintained right-of-way of Lake Park Road, recorded in Map Book 15, Page 36, of the Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Lot D; thence South 00°47'41" East, along the East line of said Lot D, 40.00 feet; thence South 89°21'14" West, along the South line of the North 40.00 feet of said Lot D, a distance of 1305.70 feet to the intersection of the South line of the North 40.00 feet of said Lot D and the South maintained right-of-way line of Lake Park Road as recorded in Map Book 15, Page 36, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continue South 89°21'14" West, along said South line, 14.20 feet to the West line of said Lot D, thence North 00°41'57" West, along said West line, 40.00 feet; thence North 89°21'14" East, along the North line of said Lot D, 597.99 feet to the intersection of the South maintained right-of-way line and the North line of said Lot D; thence along the South maintained right-of-way line of said Lake Park Road the following four (4) course; thence (1) South 50°12'21" West, 17.32 feet; thence (2) North 89°56'36" West, 550.90 feet; thence (3) South 39°47'05" West, 30.15 feet; thence (4) South 01°01'20" East, 12.87 feet to the POINT OF BEGINNING.

Subject parcel containing 47,687 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Gordon P Land
2023.03.17
09:31:22
-04'00'

GORDON P. R. LAND, P.S.M.
FLORIDA REGISTRATION PSM 7127
GPLAND@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

See sheet 2 of 2 for sketch.
CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

PARCEL: 6005-L0T D-PE

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/31/2023

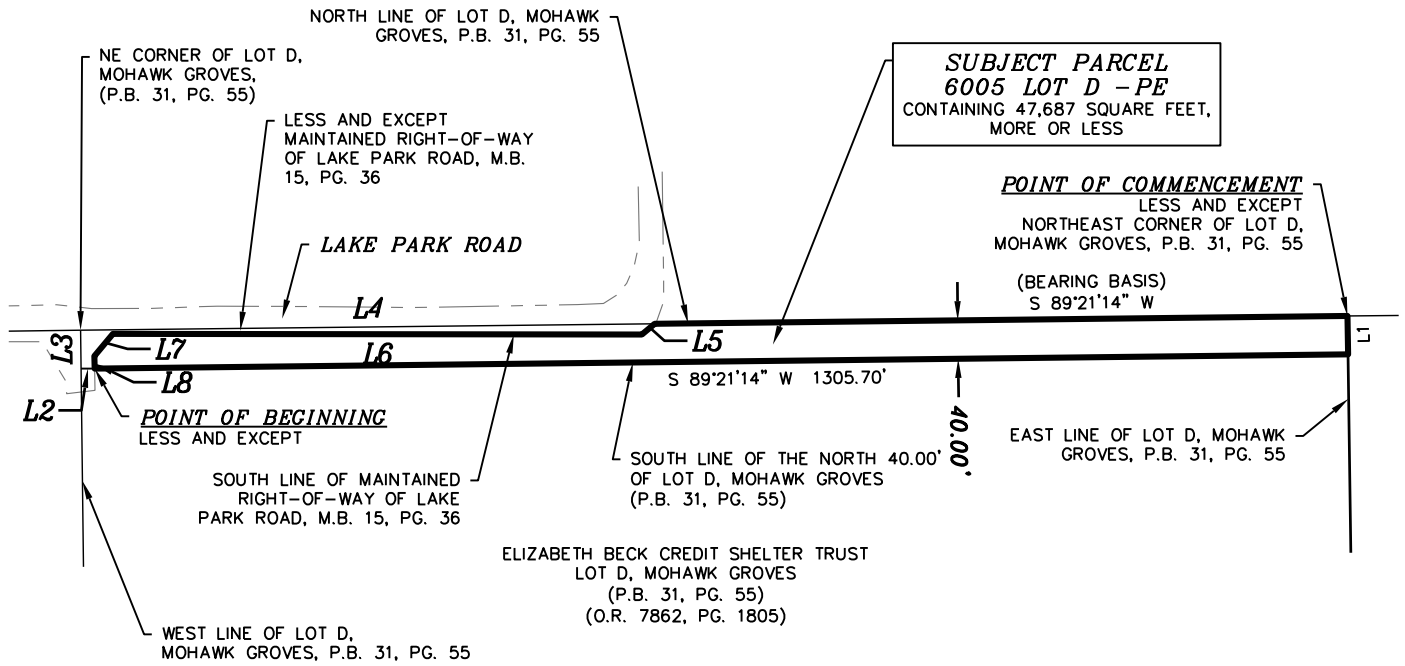
SHEET NO. V-01

F:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6005-L0T D PE Mar 17, 2023 9:29am by: gpland

*DESCRIPTION SKETCH
PARCEL 6005-L0T D-PE*



SCALE 1" = 200'



SUBJECT PARCEL
6005 LOT D - PE
CONTAINING 47,687 SQUARE FEET,
MORE OR LESS

POINT OF COMMENCEMENT
LESS AND EXCEPT
NORTHEAST CORNER OF LOT D,
MOHAWK GROVES, P.B. 31, PG. 55
(BEARING BASIS)
S 89°21'14" W

POINT OF BEGINNING
LESS AND EXCEPT

S 89°21'14" W 1305.70'

SOUTH LINE OF THE NORTH 40.00'
OF LOT D, MOHAWK GROVES
(P.B. 31, PG. 55)

EAST LINE OF LOT D, MOHAWK
GROVES, P.B. 31, PG. 55

ELIZABETH BECK CREDIT SHELTER TRUST
LOT D, MOHAWK GROVES
(P.B. 31, PG. 55)
(O.R. 7862, PG. 1805)

LINE TABLE

LINE #	BEARING	LENGTH
L1	S 00°47'41" E	40.00'
L2	S 89°21'14" W	14.20'
L3	N 00°41'57" W	40.00'
L4	N 89°21'14" E	597.99'
L5	S 50°12'21" W	17.32'
L6	N 89°56'36" W	550.90'
L7	S 39°47'05" W	30.15'
L8	S 01°01'20" E	12.87'

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the North line of Lot D, Mohawk Groves as recorded in Plat Book 31, Page 55, Public Records of Polk County, Florida, being described South 89°21'14" West.
- 3) See sheet 1 of 2 for description.

SHEET 2 OF 2
CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

PARCEL: 6005-L0T D-PE

DRAWN BY: M. CRUZ

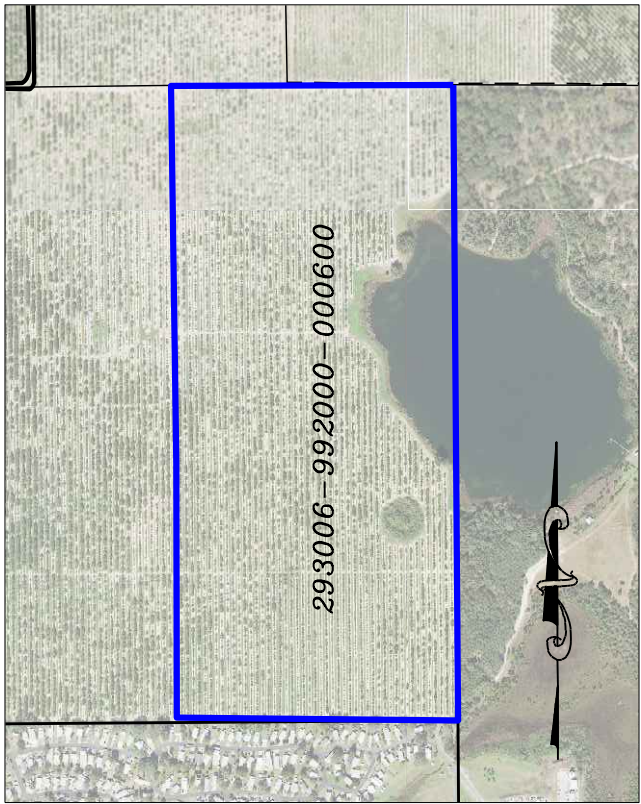
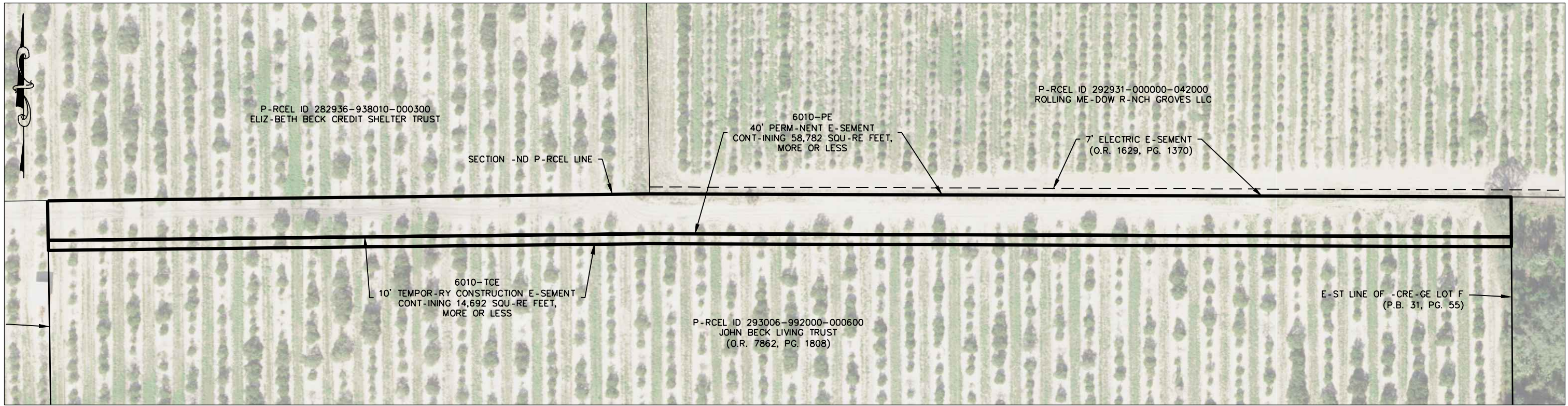
FIELD BOOK: — PAGE: —

DATE: 01/31/2023

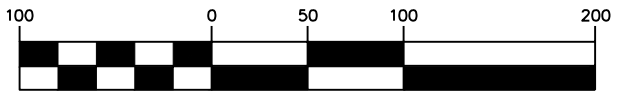
SHEET NO. V-02

F:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6005-L0T D PE (2) Mar 17, 2023 9:30am by: gplond

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet

P:\882503\CAD\Survey\KEY SHEET 1\20-LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg PARCEL 6010 EX Mar 16, 2023 4:29pm by: gpland

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402



PRWC

JOHN BECK EXHIBIT

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 01/21/2023	8825.03-6010
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

© 2023 CHASTAIN SKILLMAN C.A. NO. 262

EXHIBIT "A"
DESCRIPTION AND SKETCH
PARCEL 6010-Lot F-PE

LEGEND:

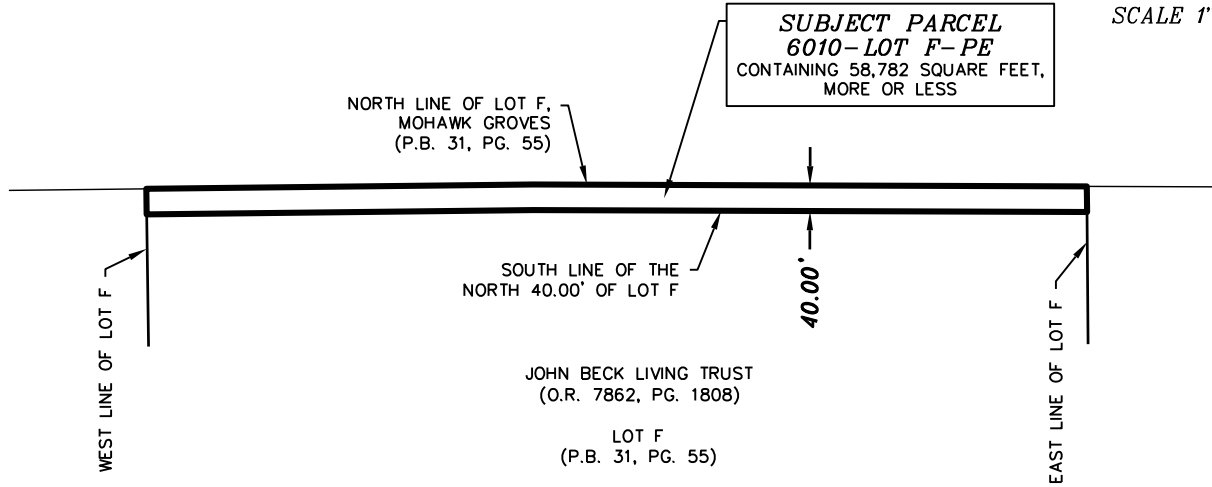
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

- 1) This is not a Boundary survey.



SCALE 1" = 300'



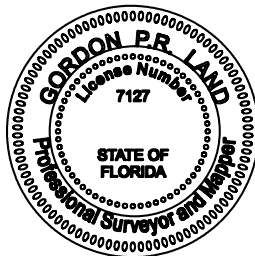
DESCRIPTION:

A parcel of land being a portion of Lot F, Mohawk Groves, as recorded in Plat Book 31, Page 55, of the Public Records of Polk County, Florida, located in Section 06, Township 30 South, Range 29 East, being described as follows:

The North 40.00 feet of Lot F, Mohawk Groves, as recorded in Plat Book 31, Page 55, of the Public Records of Polk County, Florida. Said parcel containing 58,782 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Gordon P Land
 2023.03.16
 18:00:21
 -04'00"

GORDON P. R. LAND, P.S.M.
 FLORIDA REGISTRATION PSM 7127
 GPLAND@CHASTAINSKILLMAN.COM
 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1
 CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

PARCEL: 6010-Lot F-PE

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/30/2023

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6010 (1) Mar 16, 2023 5:59pm by: gpland

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner) of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the exclusive and perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Grantor's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or a near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The GRANTOR shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the GRANTOR for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by GRANTOR.
4. GRANTOR shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be

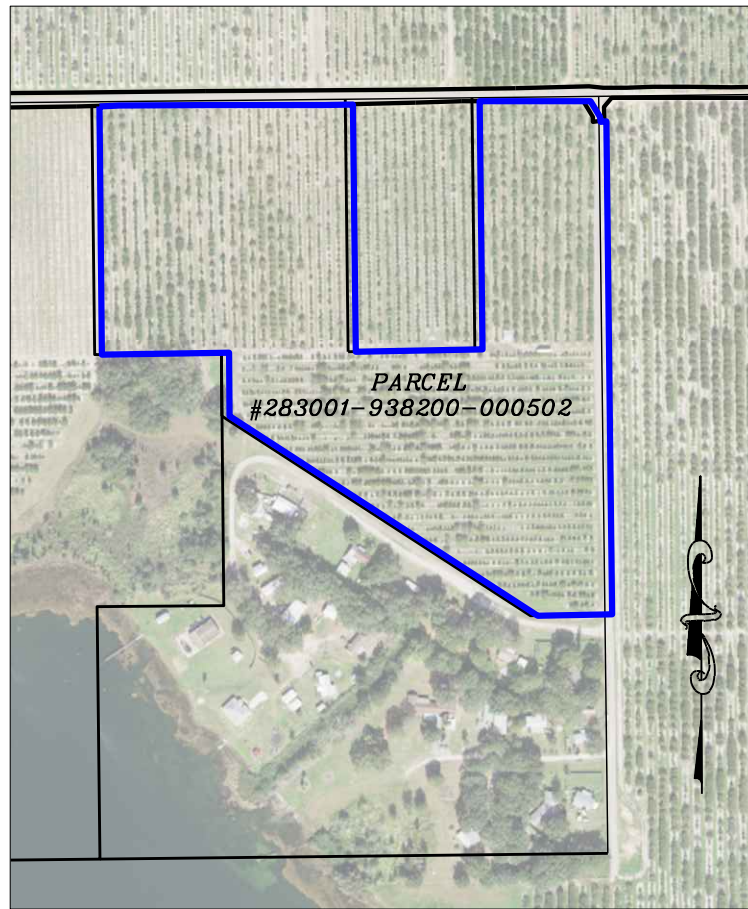
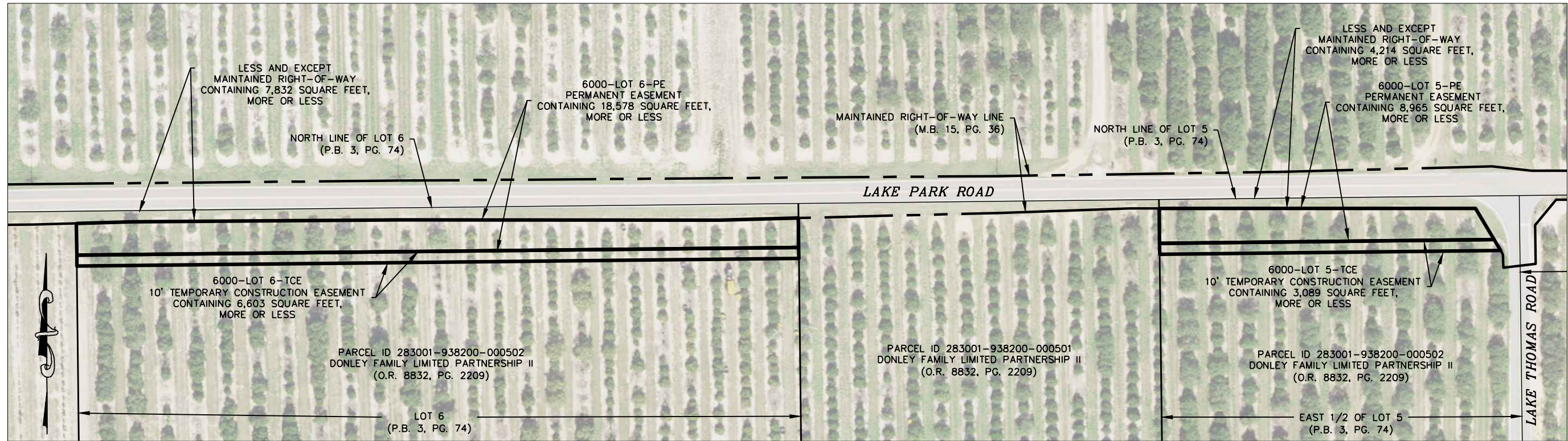
responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 11 Pages]

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet

P:\882503\CAD\Survey\KEY SHEET 1\20-LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS.dwg PARCEL 6000 EX Mar 16, 2023 11:36am by: jimmermann

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

DONLEY FAMILY EXHIBIT

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 01/21/2023	8825.03-6000
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

EXHIBIT "B"
PARCEL 6000 - LOT 5-TCE

DESCRIPTION:

A parcel of land being a portion of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 03, Page 74, Public Records of Polk County, Florida, located in Section 01, Township 30 south, Range 28 East, being described as follows:

The South 10.00 feet of the North 50.00 feet of the East half of said Lot 5,

LESS AND EXCEPT:

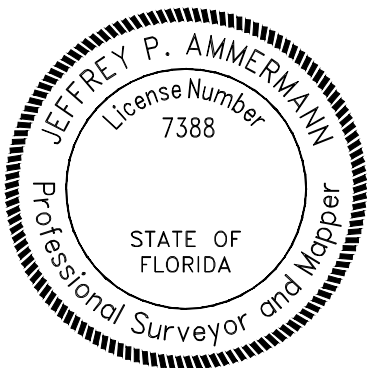
The maintained right-of-way of Lake Park Road, recorded in Map Book 15, Pages 36-43, of the Public Records of Polk County, Florida, being described as follows:

COMMENCE at the Northeast corner of said Lot 5; thence South 00°41'57" East, along the East line of said Lot 5, a distance of 40.00 feet to the North line of the South 10.00 feet of the North 50.00 feet of said Lot 5 and the POINT OF BEGINNING; thence continue along the East line of said Lot 5, a distance of 10.00 feet, to the South line of the North 50.00 feet of said Lot 5; thence South 89°21'14" West along said South line, a distance of 17.64 feet to the Southwesterly line of said maintained right-of-way of Lake Park Road; thence North 30°55'20" West, along said maintained right-of-way, a distance of 11.58 feet to the North line of the South 10.00 feet of the North 50.00 feet of said Lot 5; thence North 89°21'14" East along said North line, a distance of 23.47 feet to the POINT OF BEGINNING.

Said parcel containing 3,089 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



**Jeffrey P
Ammermann**

Digitally signed by
Jeffrey P Ammermann
Date: 2023.03.16
11:40:56 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
See sheet 2 of 2 for sketch.

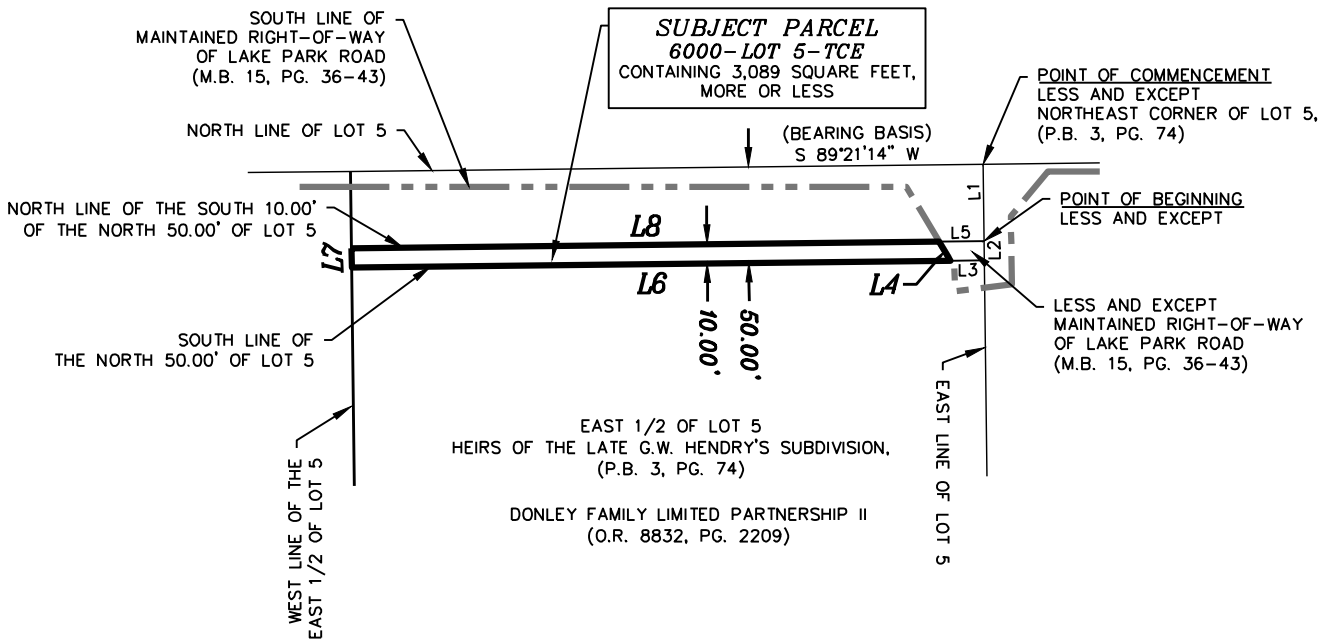
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	CS PROJECT: 8825.03 PARCEL: 6000-LOT 5-TCE SHEET NO. V-01
DRAWN BY: M. CRUZ	FIELD BOOK: — PAGE: — DATE: 01/31/2023

5: \\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENT'S.dwg 6000-LOT 5-TCE (1) Mar 16, 2023 10:25am by: jammermann

DESCRIPTION SKETCH
PARCEL 6000 - LOT 5-TCE



SCALE 1" = 100'



LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- M.B. = MAINTAINED RIGHT-OF-WAY BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, recorded in P.B. 3, PG. 74, of the Public Records of Polk County, Florida, being South 89°21'14" West.
- 3) See sheet 1 of 2 for description and Surveyors signature, seal, and certification.

<i>LINE TABLE</i>		
LINE #	BEARING	LENGTH
L1	S 00°41'57" E	40.00'
L2	S 00°41'57" E	10.00'
L3	S 89°21'14" W	17.64'
L4	N 30°55'20" W	11.58'
L5	N 89°21'14" E	23.47'
L6	S 89°21'14" W	311.82'
L7	N 00°41'14" W	10.00'
L8	S 89°21'14" W	305.99'

SHEET 2 OF 2

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

**CS PROJECT: 8825.03
882503-6000-LOT 5-TCE**

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/31/2023

SHEET NO. V-02

F:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENT'S.dwg 6000-LOT 5-TCE (2) Mar 16, 2023 10:25am by: jammerronn

EXHIBIT "B"
DESCRIPTION AND SKETCH
PARCEL 6000 LOT 6-TCE

LEGEND:

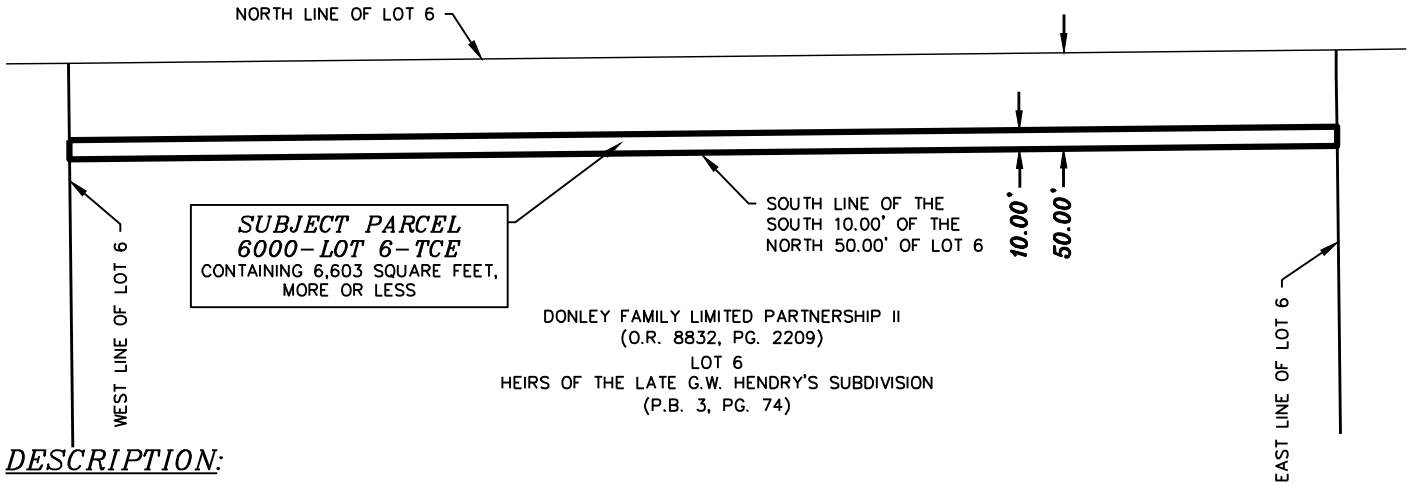
P.B. = PLAT BOOK
 PG. = PAGE
 PE = PERMANENT EASEMENT
 TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

1) This is not a Boundary survey.



SCALE 1" = 100'



DESCRIPTION:

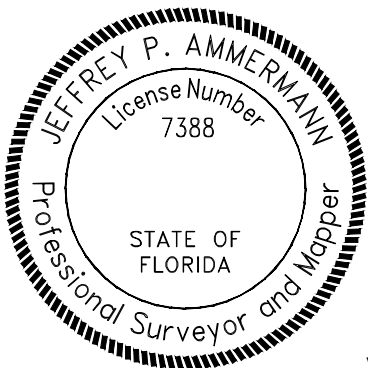
A parcel of land being a portion of Lot 6, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 3, Page 74, of the Public Records of Polk County, Florida, located in Section 01, Township 30 South, Range 28 East, being described as follows:

The South 10.00 feet of the North 50.00 feet of said Lot 6.

Said parcel containing 6,603 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
 Jeffrey P Ammermann
 Date: 2023.03.16 11:43:35
 -04'00'

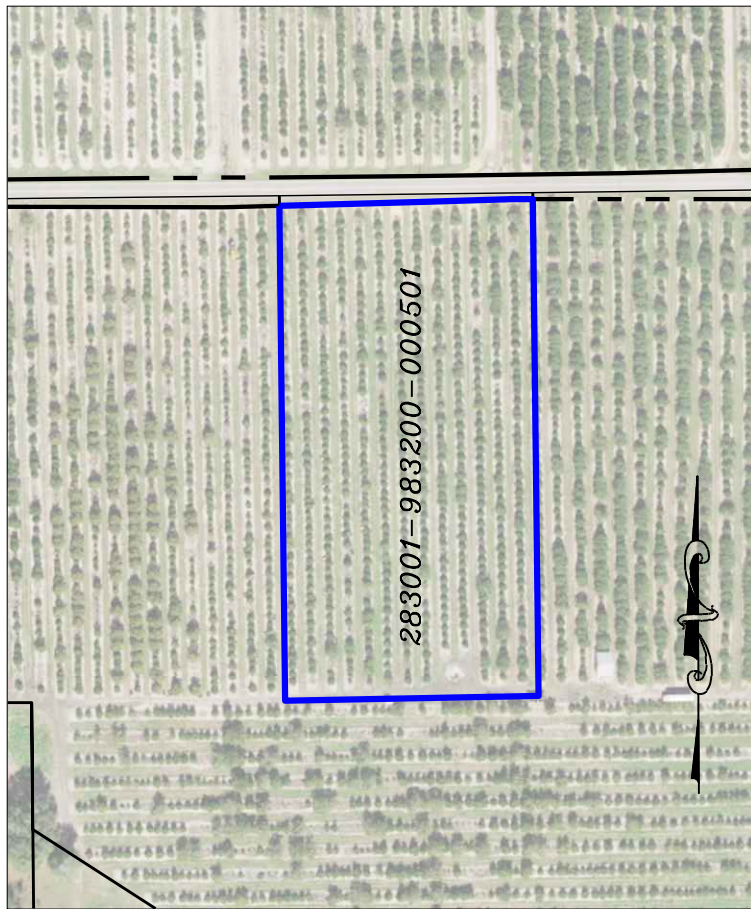
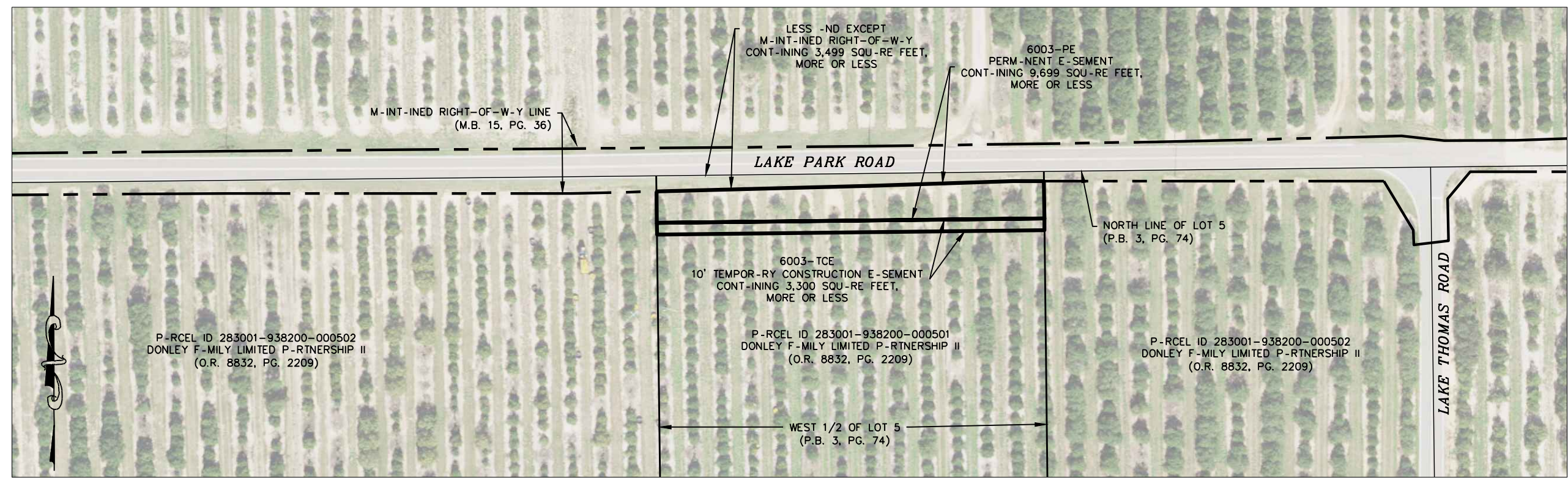
JEFFREY P. AMMERMAN, P.S.M.
 FLORIDA REGISTRATION PSM 7388
 JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

CS PROJECT: 8825.03
PARCEL: 6000-LOT 6-TCE
SHEET NO. V-01

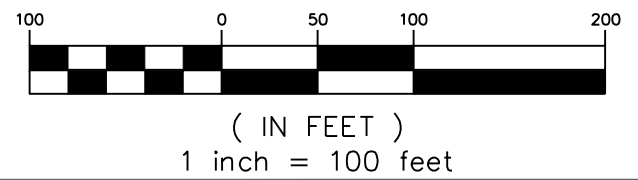
PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262
DRAWN BY: M. CRUZ
FIELD BOOK: — PAGE: —
DATE: 01/31/2023

F:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENT'S.dwg 6000-LOT 6-TCE (1) Mar 16, 2023 11:36am by: jammerrmann

EXHIBIT



GRAPHIC SCALE



P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg PARCEL 6003 EX Mar 16, 2023 4:23pm by: gpland

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

DONLEY FAMILY EXHIBIT

FIELD BY:	PROJECT NUMBER: 8825.03-6003
DATE OF SURVEY: 01/21/2023	SHEET NUMBER: V-01
FIELD BOOK & PAGE: 000 000 000	

EXHIBIT "A"
DESCRIPTION SKETCH
PARCEL 6003-LOT 5-TCE

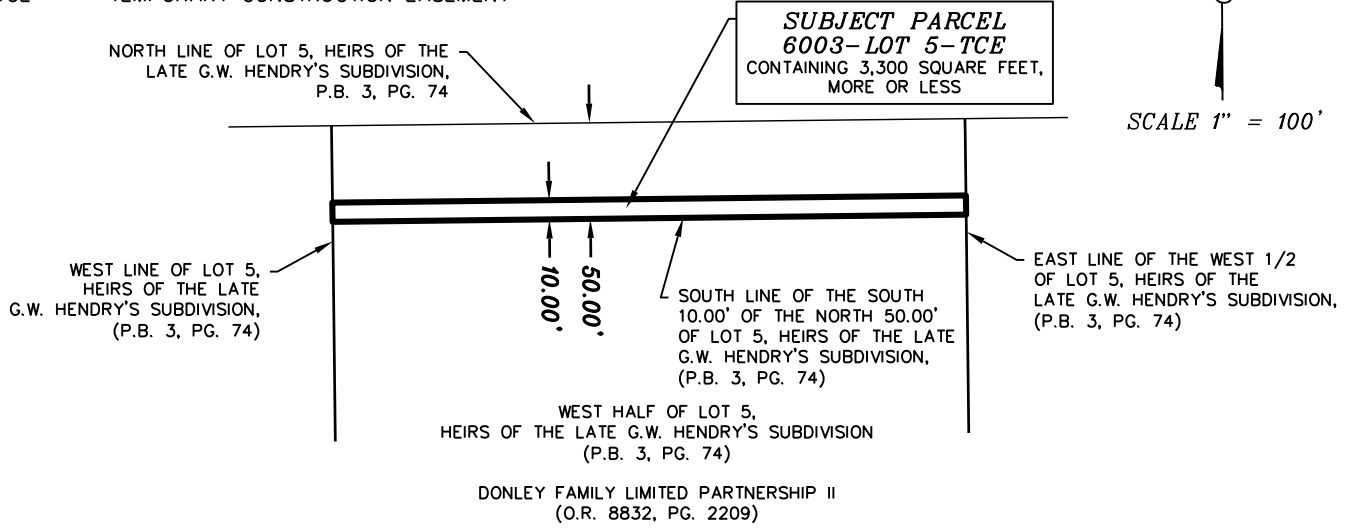
LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

1) This is not a Boundary survey.



SCALE 1" = 100'



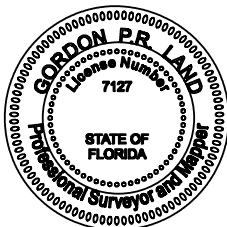
DESCRIPTION:

A portion of a parcel described in Official Records Book 8832, Page 2209, in the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 1, Township 30 south, Range 28 East, of the Public Records of Polk County, Florida, being more particularly described as follows:

The South 10.00 feet of the North 50.00 feet of the West 1/2 of Lot 5, Heirs of The Late G.W. Hendry's Subdivision, as recorded in Plat Book 3, Page 74, of the Public Records of Polk County, Florida. Said parcel containing 3,300 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Gordon P Land
 2023.03.16
 17:50:09
 -04'00'

GORDON P. R. LAND, P.S.M.
 FLORIDA REGISTRATION PSM 7127
 GPLAND@CHASTAINSKILLMAN.COM
 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1
 CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

PARCEL: 6003-LOT 5-TCE

DRAWN BY: M. CRUZ

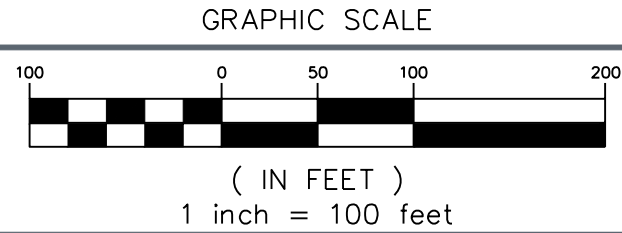
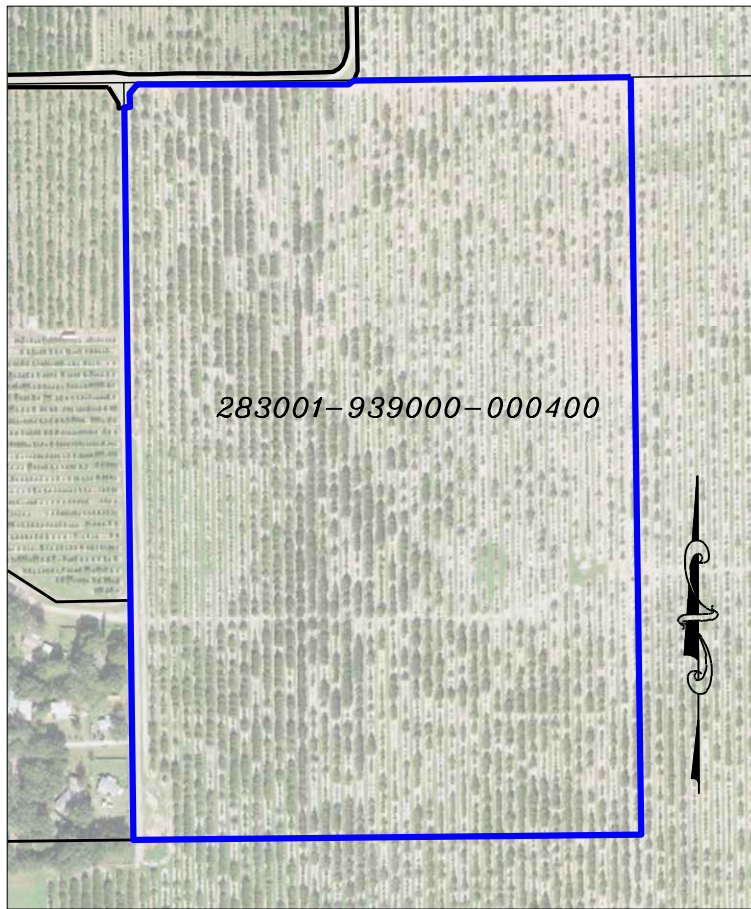
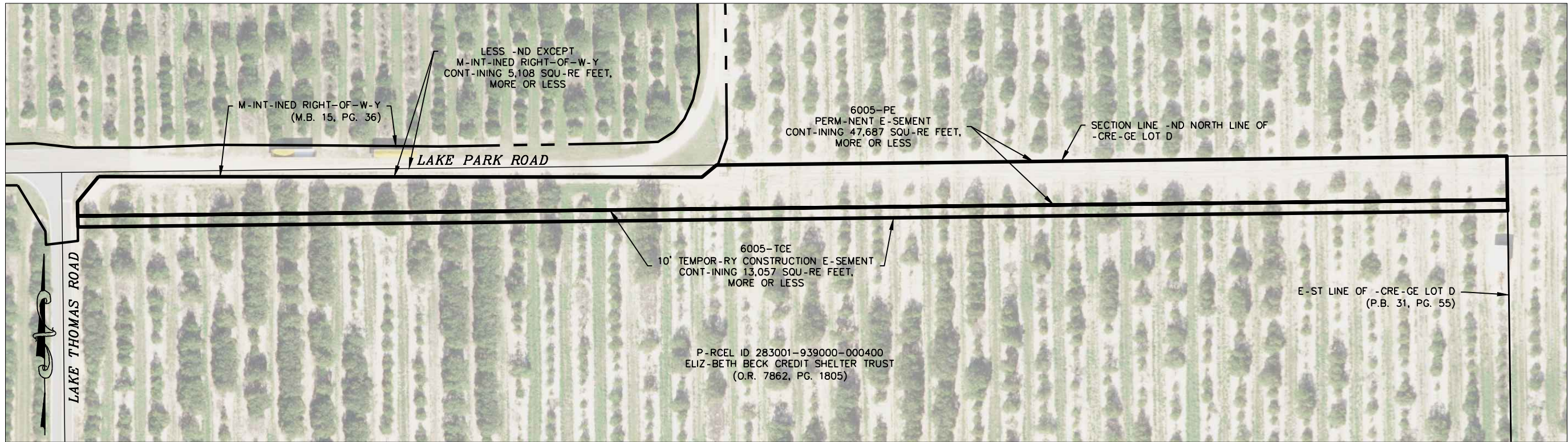
FIELD BOOK: — PAGE: —

DATE: 01/31/2023

SHEET NO. V-01

F:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg Mar 16, 2023 5:49pm by: gpland

EXHIBIT



P:\882503\CAD\Survey\KEY SHEET 1\20-LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg PARCEL 6005 EX Mar 16, 2023 4:05pm by: gpland

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402
 © 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC
 ELIZABETH BECK EXHIBIT

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 01/21/2023	8825.03-6005
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

EXHIBIT "A"
PARCEL 6005-LOT D-TCE

DESCRIPTION:

A parcel of land being a portion of land described in Official Records Book, 7862, Page 1805, being a portion of Lot D, Mohawk Groves, as recorded in Plat Book 31, Page 55, in the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 30 south, Range 28 East, of the Public Records of Polk County, Florida, being more particularly described as follows:

The South 10.00 feet of the North 50.00 feet of Lot D, Mohawk Groves as recorded in Plat Book 31, Page 55, of the Public Records of Polk County, Florida.

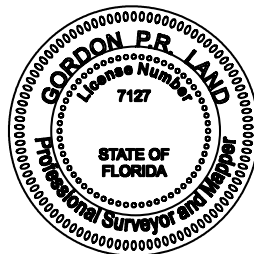
LESS AND EXCEPT the maintained right-of-way of Lake Park Road as recorded in Map Book 15, Page 36, Public Records of Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Lot D; thence South 00°47'41" East, along the East line of said Lot D 40.00 feet; thence continue along said line South 00°47'41" East, 10.00 feet; thence South 89°21'14" West, along the South line of the South 10.00 feet of the North 50.00 feet of said Lot D, 1305.66 feet to the intersection of the South line of the South 10.00 feet of the North 50.00 feet of said Lot D and the South maintained right-of-way line of Lake Park Road as recorded in Map Book 15, Page 36, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continue South 89°21'14" West, 14.25 feet to the West line of said Lot D, thence North 00°41'57" West, along said West line, 10.00 feet; thence North 89°21'14" East, 14.20 feet to the South line of said maintained right-of-way of Lake Park Road; thence South 01°01'20" East, along said South maintained right-of-way line, 10.00 feet to the POINT OF BEGINNING.

Subject parcel containing 13,057 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Gordon P Land
2023.03.17
09:36:38
-04'00'

GORDON P. R. LAND, P.S.M.
FLORIDA REGISTRATION PSM 7127
GPLAND@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

See sheet **SHEET 1 OF 2**
2 of 2 for sketch.
CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

PARCEL: 6005-LOT D-TCE

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/31/2023

SHEET NO. V-01

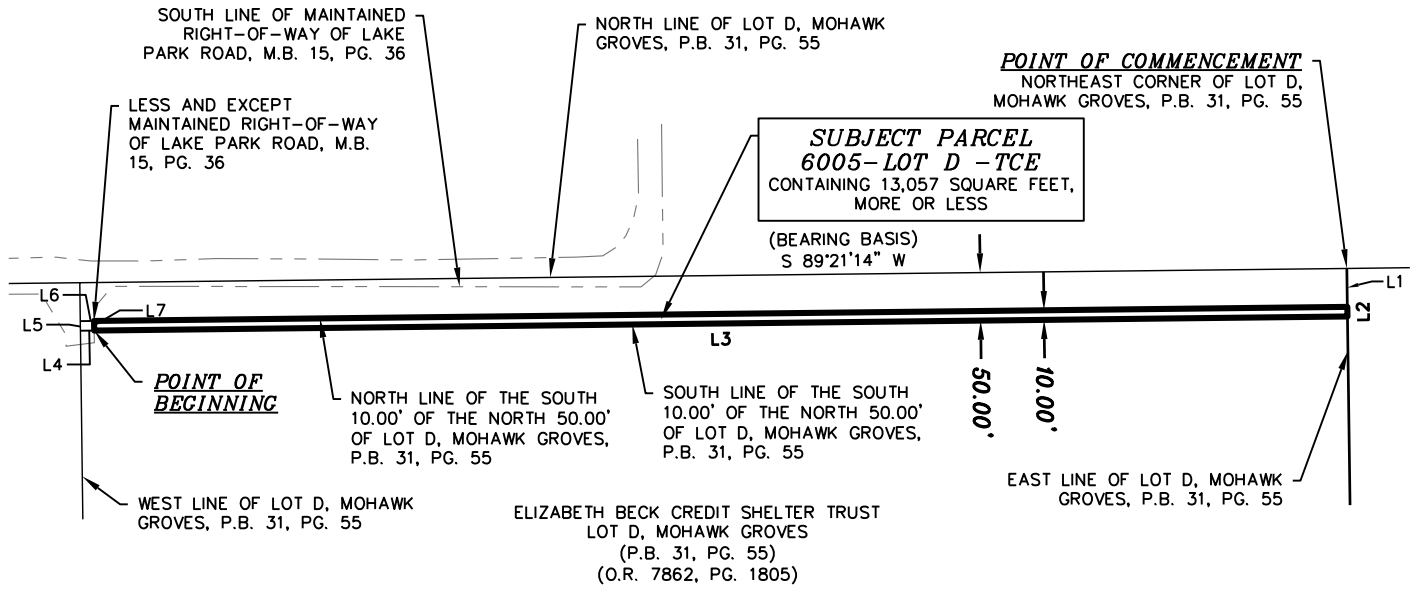
F:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6005-LOT D TCE Mar 17, 2023 9:35am by: gpland

DESCRIPTION SKETCH

PARCEL 6005-LOT D-TCE



SCALE 1" = 200'



LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°47'41" E	40.00'
L2	S 00°47'41" E	10.00'
L3	S 89°21'14" W	1305.66'
L4	S 89°21'14" W	14.25'
L5	N 00°41'57" W	10.00'
L6	N 89°21'14" E	14.20'
L7	S 01°01'20" E	10.00'

NOTES:

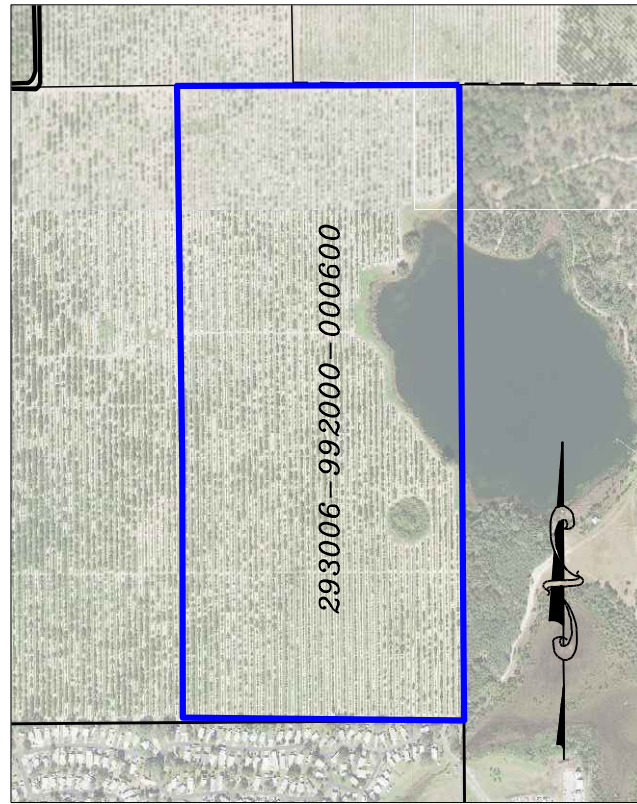
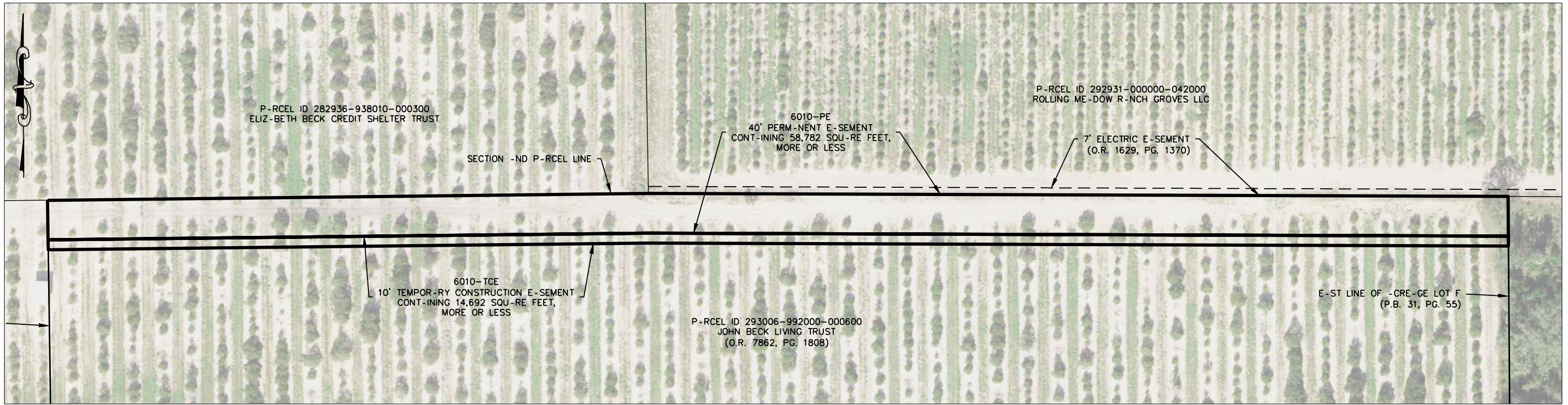
- 1) This is not a Boundary survey.
- 2) Bearings based on the North line of Lot D, Mohawk Groves, recorded in P.B. 31, PG. 55, of the Public Records of Polk County, Florida, being described South 89°21'14" West.
- 3) See sheet 1 of 2 for description.

SHEET 2 OF 2
CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262			PARCEL: 6005-Lot D-TCE
DRAWN BY: M. CRUZ	FIELD BOOK: — PAGE: —	DATE: 01/31/2023	SHEET NO. V-02

2: \\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6005-Lot D TCE (2) Mar 17, 2023 9:34am by: gpland

EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet

P:\882503\CAD\Survey\KEY SHEET 1\20-LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg PARCEL 6010 EX Mar 16, 2023 4:29pm by: gpland

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

© 2023 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

JOHN BECK EXHIBIT

FIELD BY:	PROJECT NUMBER:
DATE OF SURVEY: 01/21/2023	8825.03-6010
FIELD BOOK & PAGE: 000 000 000	SHEET NUMBER: V-01

EXHIBIT "A"
DESCRIPTION AND SKETCH
PARCEL 6010-LOT F-TCE



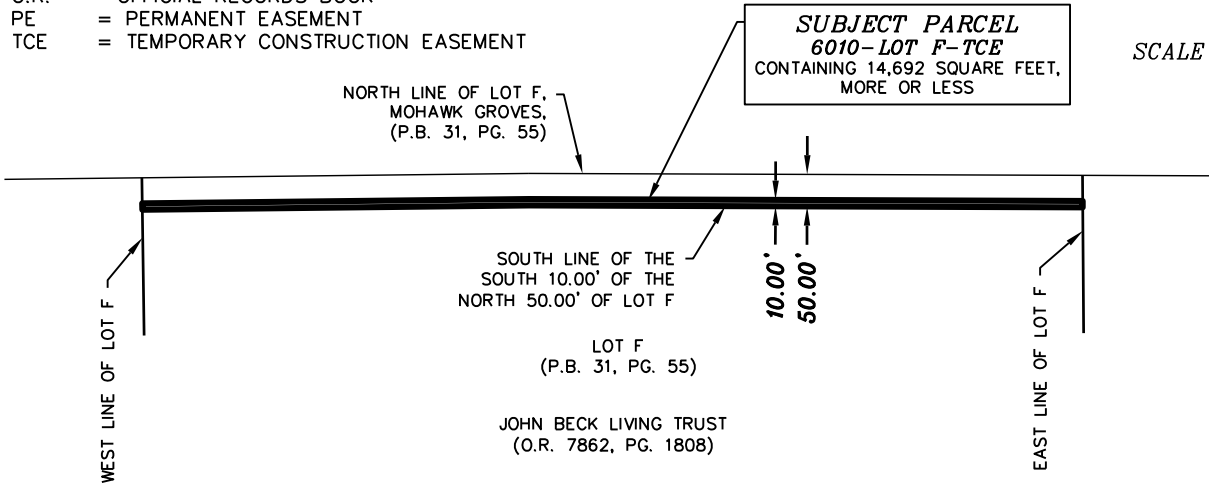
SCALE 1" = 300'

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT

NOTES:

- 1) This is not a Boundary survey.



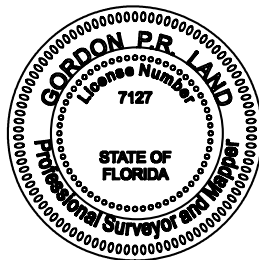
DESCRIPTION:

A parcel of land being a portion of Lot F, Mohawk Groves, as recorded in Plat Book 31, Page 55, of the Public Records of Polk County, Florida, located in Section 06, Township 30 south, Range 29 East, being described as follows:

The South 10.00 feet of the North 50.00 feet of Lot F, Mohawk Groves, as recorded in Plat Book 31, Page 55, of the Public Records of Polk County, Florida. Said parcel containing 14,692 square feet more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Gordon P Land
 2023.03.16
 18:03:55 -04'00'

GORDON P. R. LAND, P.S.M.
 FLORIDA REGISTRATION PSM 7127
 GPLAND@CHASTAINSKILLMAN.COM
 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
 SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
 VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
 ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 1
 CS PROJECT: 8825.03

PREPARED BY: **CHASTAIN-SKILLMAN, INC. - 205 EAST ORANGE STREET SUITE #110
 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

PARCEL: 6010-LOT F-TCE

DRAWN BY: M. CRUZ

FIELD BOOK: — PAGE: —

DATE: 01/30/2023

SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\20- LAKE PARK ROAD\882503-JPA-2023-01-19-EASEMENTS-GPL.dwg 6010-TCE (1) Mar 16, 2023 6:03pm by: gpland

EXHIBIT D

Nonexclusive Temporary Construction Easement

[See Attached 1 Page]

The nature, terms and duration of the nonexclusive temporary construction easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner) of the real property shown and described on Exhibit "A" are:

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

SEE ATTACHED EXHIBIT "A"
(the "Easement Area")

1. The Easement interests and rights acquired by PRWC are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began.
3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by PRWC.
4. The rights granted herein shall expire upon completion of construction within this Easement or sixty (60) months from the date the Easement is established, whichever occurs sooner.



Polk County
Polk Regional Water Cooperative

Agenda Item I.1.

3/22/2023

SUBJECT

Truist Funding Proposal - Information Item

DESCRIPTION

The PRWC is in the process of securing a WIFIA loan in the amount of \$272,544,800 to fund eligible project costs through the anticipated five-year construction period. The estimated interest rate of the WIFAI loan as of March 3rd was approximately 4.04%

As an alternative to drawing from the WIFAI loan upon closing, Truist Bank received preliminary credit approval and submitted a proposal to the PRWC for a \$115 million fixed-rate tax-exempt bank loan maturing in three years to be used as interim financing at an interest rate of 3.75% (locked through May 11, 2023). The \$115 million Truist loan would cover the expected amount to be drawn from the WIFIA loan during the first three years and be paid off from WIFIA loan proceeds at maturity. The Truist loan would be fully funded at closing, allowing for the \$115 million of loan proceeds to be invested in authorized eligible investments per state statute and per the proposed PRWC Funding Policy (agenda item H.7) that under current market conditions, would yield an interest rate equivalent to the Truist loan (3.75%). Investments would be made by Truist as Escrow Agent/Trustee and not directly by the PRWC. The PRWC could choose to either make periodic interest rate payments on the Truist loan or capitalize interest until maturity, but regardless, the total net interest cost when taking into account investment from earnings, result in debt service savings when compared to a standalone WIFIA loan. Additionally, by delaying draws from the WIFIA loan during the first three years of construction funded by the Truist loan, the PRWC maintains the flexibility to request a one-time interest rate reset on the WIFAI loan assuming certain cost conditions are met.

RECOMMENDATION

This item is for the Boards information and no action is required.

FISCAL IMPACT

No fiscal impact at this time. If the PRWC were to take advantage of the Truist proposal and not make a draw upon the WIFAI loan for the first three years of construction, and if interest rates were to decline within that three-year period by 0.50% or greater, the PRWC could experience a significant reduction of future WIFIA loan interest costs. The flexibility for PRWC to request a one-time interest rate reset should interest rates decline creates a valuable financial option with significant potential upside and limited downside risk.

CONTACT INFORMATION

Alex Bugallo, RBC Capital Markets

Eric DeHaven



Polk County
Polk Regional Water Cooperative

Agenda Item I.2.

3/22/2023

SUBJECT

Approve the Selection Committee recommendation and authorize staff to enter into contract negotiations with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture to provide Third Party Operator (TPO) Services for the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1 - Action Item

DESCRIPTION

On July 13, 2022, the Southeast Wellfield Project Board of Directors and the West Polk Lower Floridan Aquifer Board of Directors authorized staff to work with the City of Lakeland to advertise for TPO services to operate the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1. On November 14, 2022, the TPO solicitation was advertised by the City of Lakeland with a response date of December 14, 2022. The solicitation was extensively advertised and published with two responses, the US Water/ACCIONA joint venture and Veolia Water North America.

The makeup of the selection committee was the same that the Southeast and West Polk Board of Directors authorized on May 1, 2022, for the CMAR selection committee with a substitution made by Bartow due to a retirement and by Lakeland due to Tom Mattiacci's need to assist the Purchasing Department.

The Selection Committee met on January 23, 2023, to review the proposals. Following the discussion, the selection committee elected to conduct interviews with both vendors, and the interviews were conducted on March 3, 2022. At 1:00 p.m. on March 3, 2023, the City of Lakeland conducted a public meeting where the tabulated results of the TPO solicitation were announced.

The TPO will provide design and construction services prior to providing operational services for Southeast Wellfield Project, Phase 1, and West Polk Lower Floridan Aquifer Project, Phase 1.

RECOMMENDATION

Approve the Selection Committee's recommendation and authorize staff to negotiate an agreement with US Water Service Corporation / ACCIONA Agua Corporation Joint Venture for the City of Lakeland RFQ NO 2348, TPO Services for the Polk Regional Water Cooperative for the Southeast Wellfield Project, Phase 1 and West Polk Lower Floridan Aquifer Project, Phase 1.

FISCAL IMPACT

There is no fiscal impact during negotiations.

CONTACT INFORMATION

Tom Mattiacci