
January 15, 2025
POLK REGIONAL WATER COOPERATIVE
Lake Myrtle Sports Complex

Join Zoom Meeting
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Meeting ID: 874 9822 7242
Passcode: 453340

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- A. Call To Order - 2:00 p.m.**
- B. Recognition of new primary/alternate appointees of members**
- C. Agenda Revisions**
- D. Public Comments (Limited to 3 minutes)**
- E. Consent Items**
 - E.1. Approve November 2024 BOD Regular Meeting Minutes (Action) *Pg 3*
 - E.2. Approve First Amendment to SWFWMD Agreement 22CF0004005 for West Polk Wellfield Test Production Well #2 (Action) *Pg 15*
 - E.3. Approve Amendment to Florida Design Drilling Contract for Well Construction on Southeast and West Polk Projects (Action) *Pg 20*
- F. Regular BOD Items**
 - F.1. Draft 2025 Business Plan Review (Information) *Pg 61*
- G. Recess Regular BOD/Commence Combined Projects BOD**
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
 - H.1. Update on Southeast Wellfield Project (Information) *Pg 118*
 - H.2. Guaranteed Maximum Price (GMP-3) for the Southeast Wellfield Water Production Facility (Action) *Pg 119*
 - H.3. Approve the Duke Energy Master Service Agreement for Standby Power Generation for the Southeast Wellfield Water Production Facility (Action) *Pg 142*

- H.4. Revision of Final Points of Connection for the Southeast Wellfield Project (Action) *Pg 185*
- H.5. Adopt Resolution 2025-01 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #16) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action) *Pg 187*
- H.6. Approve the Negotiated Settlement with Alexandra Joseph for PRWC Parcel Number 4072 Permanent and Temporary Construction Easements (Action) *Pg 222*
- H.7. Approve the Negotiated Settlement Agreement with Matthew and Tiffany Ellis for PRWC Parcel Numbers 5056 PE and TCE (Action) *Pg 225*

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

- I.1. Update on the West Polk Wellfield Project (Information) *Pg 228*
- I.2. Approve the Deferral of Final Points of Connection for the West Polk Project (Action) *Pg 229*

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.

Agenda Item E.1.

1/15/2025

SUBJECT

Approve November 2024 BOD Regular Meeting Minutes (Action)

DESCRIPTION

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

- Regular PRWC BOD meeting - November 20, 2024

RECOMMENDATION

Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven



November 20, 2024

**POLK REGIONAL WATER COOPERATIVE
Lake Myrtle Sports Complex
201 Lake Myrtle Park Road
Auburndale, FL 33823**

Member Governments in Attendance:

Member Government

City of Auburndale
City of Bartow
City of Davenport
City of Dundee
City of Eagle Lake
City of Fort Meade
City of Frostproof
City of Haines City
City of Lake Alfred
Town of Lake Hamilton
City of Lake Wales
City of Lakeland
City of Mulberry
City of Polk City
City of Winter Haven
Polk County

Representative

Commissioner Keith Cowie, Primary
Mayor Trish Pfeiffer, Primary
Mayor Brynn Summerlin, Primary
Commissioner Bert Goddard, Primary
Absent
Absent
Absent
Vice-Mayor Morris West, Primary
Mac Fuller, Primary (Secretary/Treasurer)
Absent
Commissioner Keith Thompson, Primary
Mayor Bill Mutz, Primary (Chairman)
Absent
Mayor Joe LaCascia, Primary
Mayor Nathaniel Birdsong, Primary (Vice Chairman)
Commissioner Rick Wilson, Alternate

A. Call To Order

Chairman Bill Mutz called the meeting to order at 2:00PM. **Chairman Mutz** requested when a motion and second was made that the name be stated for recording purposes.

B. Recognition of new primary/alternate appointees of members.

Chairman Mutz asked the Board members to introduce themselves.

C. Agenda Revisions

Chairman Mutz asked if there are any revisions or deletions to the agenda. **PRWC Executive Director Eric DeHaven** indicated there was one addition to the Southeast Board. Item H.17 is requested to be added to approve a property purchase agreement with the Keys/Sistrunk families for the Southeast Transmission Main project.

D. Public Comments (Limited to 3 minutes)

Chairman Mutz asked if any members of the public wished to address the Board. There were no public comments.

E. Consent Items

E.1. Approve September 2024 BOD Regular Meeting Minutes (Action)

E.2. Approve Agreement WSA16 for FDEP AWS Grant Funding (Action)

E.3. Approve Amendment 3 to FDEP Standard Agreement LPA0212 for Heartland Headwaters Protection and Sustainability Act Grant Funding (Action)

E.4. Approve the PRWC Board of Directors Meeting Schedule for 2024 (Action)

Director DeHaven noted on this item that there was a conflict discovered for the July meeting. It was discussed that all PRWC meeting minutes for 2025 will continue to take place the third Wednesday of each month, except for July which is now scheduled for July 30, 2025 (5th Wednesday) due to a conflict.

E.5. Approve License Agreement with Florida Midland Railroad Company for Right-of-Way Use for the Southeast Wellfield Transmission Main Project (Action)

Motion for Staff to approve the Consent agenda in one motion for items E1. - E.5 was made by **Mayor Trish Pfeiffer**, seconded by **Vice-Mayor Morris West**. Motion was unanimously approved.

F. Regular BOD Items

F.1. Approve the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report FY 2025-2026 (Action)

Mary Thomas discussed the Heartland Headwaters Annual Act. The purpose is to prioritize funding for critical state water resources in Polk County. The report summarizes all water resources projects implemented by PRWC members and provides a list of new and existing projects where funding is requested. A list was provided that shows the historical funding received from the Heartland Act. For FY 2025-2026, the plan prioritizes funding requests for PRWC land acquisition projects, the PRWC conservation program, and member alternative water receiving facilities. A list was provided that shows the current funding requests. The PRWC has coordinated with the FDEP on the funding requests.

Motion to approve the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report FY 2025-2026 was made by **Mayor Nathaniel Birdsong**, seconded by **Mayor Trish Pfeiffer**. Motion was unanimously approved.

F.2. Updated Member Demand Projections for January 2025 Business Plan Update (Information)

Robert Beltran discussed the PRWC Business Plan for 2025. He began by reviewing the annual timeline to produce the Business Plan each year. The draft Business Plan will be provided to the Board at the January 2025 meeting and the final plan will be ready for the March 2025 meeting to coincide with members 2026 budget preparation.

Members Alternative Water Supply needs were determined by comparing the potential reduction to the permitted quantity. **Mr. Beltran** reviewed member water use, projected water use, and alternative supply needs. He supplied an example using Winter Haven's water use and future projections. He then compared member use to the project phases of both the Southeast and West Polk projects.

Mr. Beltran also discussed per capita water use and the difference between gross per capita daily water use (rate of no greater than 115 gpd) and functional per capital daily water us (no greater than 100 gpd).

Mr. Beltran presented a graphic that showed surplus and deficit Southeast and West Polk quantities for each member. **Chairman Mutz** noted that these numbers might shift as time goes on.

Chairman Mutz asked for questions. He noted that we should appreciate that we are in front of the needs and the planning is important.

Mr. DeHaven mentioned the PRWC is working on a water swap policy which has been drafted and is anticipated to be brought to the January Board Meeting. **Chairman Mutz** noted that the policy would apply to everyone equally.

Mayor LaCascia asked if someone was tracking all of this. **Chairman Mutz** indicated yes, and **Mr. Beltran** added additional information on tracking. **Vice-Mayor West** asked if the swap would be between members directly. **Mr. Ed de la Parte** provided an example on how it would work – the PRWC would facilitate the process between members and all would be the same price. **Mr. Beltran** noted that there is a technical element to the process to ensure the transferring of quantities can physically occur.

Chairman Mutz recessed the Regular Board.

G. Recess Regular BOD/Commence Combined Projects BOD

Chairman Mutz opened the Combined Projects Board and noted there were no items on the agenda. The Combined Projects Board was adjourned.

H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD

H.1. Financing Plan for the Southeast Wellfield Project (Information)

Chairman Birdsong opened the Southeast Project Board and introduced **Julie Santamaria** as the first speaker to discuss how the PRWC planned to close the PRWC funding gap. **Ms. Santamaria** with PFM Financial Advisers reviewed the funding gap the PRWC has, primarily due to construction cost increases. She discussed the types of additional financing needs to close out the gap: **long-term financing** needs due to cost increases which are \$123M for SE Wellfield and \$41M for West Polk; and **short-term financing** due to deferral of District funding. PFM analyzed three funding scenarios for long term needs: 1. SRF line of credit, 2. Combined SRF and WIFIA with Line of Credit, and 3. Tax-exempt bond funding. The SRF line of credit provides the lowest interest cost of 1.34% (total 1.38% with Line of Credit costs) with potential of principal forgiveness. She recommends requesting \$122.7M in funding for the Southeast Project in February 2025 SRF funding cycle, \$41.8M in funding from SRF for West Polk in 2030, and continuing to seek Heartland and other grants.

Chairman Birdsong asked if there were any questions and requested staff to proceed on the SRF applications. **Mr. DeHaven** indicated the PRWC would be following Scenario 1 with the SRF loan application.

H.2. Update on Southeast Wellfield Project (Information)

Chairman Birdsong introduced **Mary Thomas** who will be doing the update for **Mark Addison** today. She began by discussing that the Water Production Facility and Transmission Main have completed 90% of the design phase and some of the Transmission Main segments are at 100% design. The Southeast Injection Well #1 has been completed to a depth of 8,000 feet and a mechanical integrity test was performed as well as an acidification process. The final completion is scheduled for February 2025. A completion date of December 2026 is expected for the Production Wells.

Ms. Thomas continued with bidding information on the Water Production facility. The bid date has been extended to November 21 to encourage competition. GMP-3 for the Water Production facility is anticipated to be considered at the January meeting. GMP-2 for the transmission Main was approved at the last meeting.

GMP-1 Construction package 2A is under construction and 4,500' of 30" pipeline has been installed. This package should be complete by end of December 2024.

The Market Analysis and Stimulation of Bidder Interest Plan was discussed. The plan provides a path for greater competition with the intent to reduce price.

A summary plan of the GMP packages was provided. All GMP's will be brought to the Board by September 2025. **Ms. Thomas** also provided a summary of easement acquisition. Over 300 easements are required. A total of 119 have been acquired so far and the PRWC is now rapidly moving on additional easements. Finally, she provided an update on permitting activities.

Chairman Birdsong asked if there were any questions.

H.3. Adopt Resolution 2024-34 to Modify Resolution 2023-06 Project Resolution of Necessity Approving the Southeast Wellfield Water Production Facility and Transmission Main Project due to a Change in the Transmission Main Route (Action)

Chairman Birdsong asked **Mr. DeHaven** to cover the easement items in front of the Board today. **Mr. DeHaven** indicated anytime a change needs to be made to the Transmission Main Route, Resolution 2023-06 must be modified. That is the purpose of this item today.

During the final design and permitting, a portion of the alignment at the far western end of the transmission main was found to be impractical, and an alternative analysis was conducted to select a new route. Alternative 3B was recommended as the best route to go and also represents the lowest cost. This resolution modifies the original resolution to account for the route change.

Chairman Birdsong asked if there were questions.

Motion to adopt resolution 2024-34 to modify resolution 2023-06 Project resolution of Necessity Approving the Southeast Wellfield Water Production Facility and Transmission Main Project was made by **Commissioner Keith Cowie**, seconded by **Vice-Mayor Morris West**. Motion was unanimously approved.

H.4. Adopt Resolution 2024-35 Parcel Resolution of Necessity to Acquire Specified Parcels (Parcels 8012-PE and 8012-TCE) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

Mr. DeHaven stated the PRWC is asking the Board for permission to acquire parcel 8012 to construct the transmission line on the new route identified under item H.3.

Chairman Birdsong asked if there were any questions.

Motion to adopt resolution 2024-35 Parcel Resolution of Necessity to Acquire Specified Parcels (Parcels 8012-PE and 8012 - TCE) was made by **Mayor Trish Pfeiffer**, seconded by **Vice Mayor Morris-West**. Motion was unanimously approved.

H.5. Adopt Resolution 2024-36 to Amend Resolution 2023-14 Parcel Resolution of Necessity to Remove Specified Parcels (Parcel 8001-PE) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

Mr. DeHaven stated the PRWC is asking the Board for permission to modify Resolution 2024-14 to remove parcel 8001 because it is no longer needed for the project as discussed under item H.3.

Chairman Birdsong asked if there were any questions.

Motion to adopt resolution 2024-36 to amend Resolution 2023-14 Parcel Resolution of Necessity to Remove Specified Parcels (Parcel 8001-PE) was made by **Mayor Trish Pfeiffer**, seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

H.6. Adopt Resolution 2024-37 to Amend Resolution 2024-22 Parcel Resolution of Necessity to Replace the Sketch and Legal Description for Parcel 10049-TEC-B to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

Mr. DeHaven indicated that this resolution will replace the legal descriptions and sketches under the original resolution due to an error discovered in the original documents.

Chairman Birdsong asked if there were any questions.

Motion to adopt resolution 2024-37 to amend Resolution 2024-22 Parcel Resolution of Necessity to Replace the Sketch and Legal Description for Parcel 10049-TEC-B was made by **Vice-Mayor Morris West**, seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

H.7. Adopt Resolution 2024-38 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package # 15A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action).

H.8. Adopt Resolution 2024-39 Parcel Resolution of Necessity to acquire Specified Parcels (Land Acquisition Package # 15B) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

H.9. Adopt Resolution 2024-40 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package # 15C) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action).

H.10. Adopt Resolution 2024-41 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package # 15D) to Implement the

Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action).

H.11. Adopt Resolution 2024-42 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #15E) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

H.12. Adopt Resolution 2024-43 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #15F) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

H.13. Adopt Resolution 2024-44 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #15G) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

H.14. Adopt Resolution 2024-45 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package # 15H) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

Chairman Birdsong indicated that the next seven items, H.7 through H.14, can be covered in one presentation and Board motion. He asked **Mr. DeHaven** to review these items.

Mr. DeHaven mentioned that Resolutions 2024-38 through 2024-45 authorizes the Cooperative to acquire 38 permanent easements and 34 temporary construction easements over 49 parcels. He provided an overview of the area covered by each resolution.

Chairman Birdsong asked if there were any questions.

Motion to adopt Resolutions 2024-38, 2024-39, 2024-40, 2024-41, 2024-42, 2024-43, 2024-44 and 2024-45, Parcel Resolutions of Necessity to Acquire Specified Parcels to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Transmission Line Projects was made by **Commissioner Rick Wilson**, seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

H.15. Approve the Mediated Settlement Agreement with Frank Amore, Jr. and Anne Amore for PRWC Parcel Number 2033 Permanent and Temporary Construction Easements (Action)

Mr. DeHaven indicated that this easement involves a permanent and temporary easement on about 0.6 acres. The easement is along Edwards Road. The PRWC will be removing a decorative fence, driveway entrance with gate, and trees. On October 16, 2024 a mediated settlement session was held. The PRWC appraisal

amount was \$60,600 and the Amore's counter-offered at \$234,500. An overall settlement was reached at \$130,000 which requires PRWC to pay for attorney fees and expert costs which brings the total settlement cost to \$178,912.88.

Chairman Birdsong asked if there were any questions. **Mayor LaCascia** asked how the Amore's came to an original number for their counter offer. **Mr. DeHaven** reviewed the process on how the Amore's arrived at their counter offer. **Mr. Fuller** discussed how the risk associated with the trial process is avoided and Mr. de la Parte provided additional input. **Commissioner Wilson** indicated that he thought this was a reasonable settlement based on his experience in Polk County. **Vice-Mayor West** asked if the settlement was essentially already approved before coming before the Board. **Mr. de la Parte** indicated all the settlements that come to the Board include a provision that require Board approval for the settlement to become official. **Chairman Birdsong** agreed with Mr. de la Parte. **Mayor LaCascia** asked if the settlement was for the entire property or just easements. **Chairman Birdsong** indicated it was for easements.

Motion to approve the mediated settlement agreement with Frank Amore, Jr. and Anne Amore for PRWC Parcel Number 2033 Permanent and Temporary Construction Easements was made by **Mayor Trish Pfeiffer**, seconded by **Vice-Mayor Morris-West**. Motion was unanimously approved.

H.16. Approve the Negotiated Settlement Agreement with Wheeler Farms for PRWC Parcel Numbers 4005 PE and TCE, 4006 PE and TCE, 4083 TCE, 7003 PE and TCE, 7004 PE and TCE, 7005 PE and TCE, 7008 PE and TCE, 7010 PE and TCE (Action)

Mr. DeHaven indicated that this settlement agreement includes 8 parcels, totaling 7 permanent easements and 8 temporary construction easements and covers approximately 1.5 miles of transmission line with 5.6 acres of easements. This easement acquisition removes 539 citrus trees, 57 sycamore trees, fencing, as well as impacting the grove irrigation system.

The PRWC appraisal amount for the easements was \$600,800. Wheeler Farms provided a counter-offer of \$1,400,000. On November 7, 2024 an agreement was reached at \$990,000. There are statutory attorney fees of \$120,000 and no expert costs. The total cost of the easements is \$1,110,000.00.

Mr. DeHaven provided a list of benefits to the PRWC including the avoidance of a jury trial which could have exposed the PRWC to over \$300,000 in additional costs. This is a large easement area that is critical for the PRWC to acquire.

Motion to approve the Negotiate Settlement Agreement with Wheeler Farms for PRWC Parcel Numbers 4005 PE and TCE, 4006 PE and TCE, 4083 TCE 7003 PE and TCE, 7004 PE and TCE, 7005 PE and TCE, 7008 PE and TCE, 7010 PE and TCE was made by **Mayor Trish Pfeiffer**, seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

H.17. Approve the Negotiated Purchase Agreement with Sistrunk/Key/Jordan Family for PRWC Parcel Numbers 1044 and 1045 (Action)

Chairman Birdsong indicated that this is the walk-on agenda item that **Mr. DeHaven** mentioned at the beginning of the meeting. **Mr. DeHaven** indicated that the PRWC has negotiated a purchase agreement with the owners for two 4,750 square foot residential lots, one that is vacant and one that includes a small home in poor condition. **Mr. DeHaven** noted **Vice Mayor West** was instrumental in assisting the PRWC in acquiring these lots and thanked him for his help.

The PRWC appraised value for the two lots totaled \$232,400 and a settlement amount was reached with the owners at \$300,000 plus \$5,000 for probate attorney costs. There are 3 owners that will share 1/3 of the costs each - one share has to go through a probate process.

Chairman Birdsong asked if there were any questions. **Mayor Fuller** asked for clarification of where the house was located on the property. **Mr. DeHaven** provided a map and pointed out the house location and orientation of the two lots. He also mentioned that the PRWC will demolish the house shortly after the sale is complete. **Mayor Summerlin** asked what will become of the property after the PRWC completes construction. **Mr. DeHaven** indicated the PRWC is in discussions with Haines City on possible combined uses, such as a parking lot to service the community center, after construction is complete. **Vice Mayor West** asked if the easements were exclusive or not. **Mr. de la Parte** indicated the easements are non-exclusive with limitations to protect the pipeline. **Vice Mayor West** asked if he needed to exclude himself from the vote and **Mr. de la Parte** indicated he did not.

Motion to approve three purchase agreements with Sistrunk/Key/Jordan Family for PRWC Parcel Numbers 1044 and 1045 was made by **Mayor Trish Pfeiffer**, seconded by **Vice Mayor Morris West**. Motion was unanimously approved.

Chairman Birdsong asked **Mr. DeHaven** how much of the pipeline has been acquired. **Mr. DeHaven** responded that we are about a third of the way through acquiring the easements needed. **Mayor Mutz** confirmed that the PRWC has acquired 119 of the 300 easements needed. Additional discussion occurred on easement status.

Mayor Mutz indicated he is very encouraged on the recent pace of easement acquisitions and the ability of the PRWC to negotiate settlements to avoid jury trials.

Mayor Birdsong adjourned the Southeast Board of Directors meeting.

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

I.1. Update on the West Polk Wellfield Project (Information)

Chairman Mutz opened the West Polk BOD meeting and welcomed **Tom Mattiacci** to provide an update on the West Polk project. **Mr. Mattiacci** mentioned that the 60% plant design has been deferred to 2025. However, mobilization of the West Polk injection well is underway with 24/7 drilling planned beginning in early 2025 through the well completion in July of 2026. A community meeting was held on July 30, 2024 with the nearby neighborhood. Well construction of TPW # 2 is also planned for 2025.

The water production facility land transfer is on today's agenda. Heartland appropriations are to be used for all purchases.

Mayor LaCascia asked for clarification on the depth of the injection well versus the Lower Floridan Aquifer production zone. **Mr. Mattiacci** provided clarification.

Mayor Mutz asked for any additional questions.

I.2. Approve the Acquisition of the West Polk Water Production Facility Site from the City of Lakeland, Including the Execution of Two Easement Agreements. (Action)

Mr. Mattiacci provided an overview of the acquisition of the land from Lakeland for the water production facility. The area encompasses approximately 12.5 acres and the entrance road is off of Providence Road. **Mr. Mattiacci** provided the 30% design layout of the plant on the property, which is subject to change. The sale includes easements for Lakeland and Lakeland Power to access their existing wells on the site. The total sales price for PRWC is \$498,558.80.

Motion to approve the acquisition of the West Polk Water Production Facility Site from the City of Lakeland, Including the Execution of Two Easement Agreements was made by **Mayor Nathaniel Birdsong**, seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

Chairman Mutz ended the West Polk Bod and re-opened the Regular meeting.

J. Recess West Polk BOD/Commence Regular BOD

K. Open Discussion

Mr. DeHaven requested to see Mayor Mutz, Mayor LaCascia, Mayor Birdsong, and Mayor Pfeiffer after the meeting for signatures.

L. Chair / Executive Director Report

M. Adjournment by **Mayor Bill Mutz** at 3:30 PM.

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Agenda Item E.2.

1/15/2025

SUBJECT

Approve First Amendment to SWFWMD Agreement 22CF0004005 for West Polk Wellfield Test Production Well #2 (Action)

DESCRIPTION

Contract 22CF0004005 was originally executed on August 1, 2023 (effective date of October 1, 2022) and provides \$1,215,050 in SWFWMD funding and \$1,228,000 in FDEP funding for a total of up to \$2,676,500 towards Test Production Well #2 design and construction. The FDEP funding was to be split between SWFWMD and the Cooperative.

This agenda item requests an Amendment to the original agreement to extend the contract period from December 31, 2025 to December 31, 2028. The contract amendment also allows the full amount of FDEP grant funds (\$1,228,000) to be used for project cost increases.

RECOMMENDATION

Staff recommends execution of Amendment 1 to Contract 22CF0004005 (Q309).

FISCAL IMPACT

Execution of this amendment provides \$2,676,500 in FDEP and SWFWMD grant funds for the construction of West Polk Wellfield Test Production Well #3. The total cost for this well is \$7,577,150 based on the Florida Design Drilling bid and contract approved by the Board in September 2024. This is higher than \$4,125,000 estimated costs found in Contract 22CF0004005.

CONTACT INFORMATION

Eric DeHaven

Mary Thomas

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
TEST PRODUCTION WELL #2 WELL POLK WELLFIELD (Q309)

This 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 POLK REGIONAL WATER COOPERATIVE, a regional water supply authority of the State of Florida, whose address is 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 October 1, 2022 (Agreement No. 22CF0004005), hereinafter referred to as the "Existing Agreement," for a hydrogeologic investigation to continue evaluating the development of a brackish groundwater wellfield in the Lower Floridan aquifer in Polk County; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to replace the District's Contract Manager, extend the contract period and 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. The Project Contacts and Notices Paragraph is hereby amended to replace the DISTRICT'S Contract Manager with Emeli Sandoval.
2. The first paragraph of the Funding Paragraph is hereby replaced in its entirety with the following:

The parties anticipate that the total cost of the PROJECT will be Four Million One Hundred Twenty-Five Thousand Dollars (\$4,125,000) (Initial Board-Approved Project Amount). The DISTRICT'S maximum funding amount is One Million Four Hundred Forty-Eight Thousand Five Hundred Dollars (\$1,448,500). The COOPERATOR'S funding match is One Million Four Hundred Forty-Eight Thousand Five Hundred Dollars (\$1,448,500) and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 3. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

3. Subparagraph 3 of the Funding Paragraph is hereby replaced in its entirety with the following:

The COOPERATOR'S funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The DISTRICT will not fund any PROJECT cost increases. State or federal appropriations, or grant monies, may be used to cover PROJECT cost increases. Should those state or federal appropriations, or grant monies, exceed PROJECT cost increases, the remaining funds will be used to equally reduce the DISTRICT funding amount and the COOPERATOR'S Board-approved match. If PROJECT costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the DISTRICT'S funding amount and the COOPERATOR'S Board-approved match. The COOPERATOR shall provide written notice to the DISTRICT if a) it intends to use state or federal appropriations, or grant monies, to fund PROJECT costs, indicating the amount and funding source, and b) PROJECT costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the DISTRICT provides funding for the PROJECT in excess of the amount required by this Agreement, after all state or federal appropriations, or grants monies have been applied, the COOPERATOR will promptly refund such overpaid amounts to the DISTRICT. This Subparagraph shall survive the expiration or termination of this Agreement.

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

Reimbursement for expenditures of contingency funds is contingent upon the DISTRICT'S approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the PROJECT and were not in excess of what was reasonably necessary to complete the PROJECT. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to the complete the PROJECT. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The COOPERATOR may submit up to 5% of Initial Board-Approved Project Amount for contingency reimbursement. The DISTRICT'S total reimbursement obligation of contingency expenses is limited to its funding percentage of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the COOPERATOR shall complete and submit the Contingency Funds Justification Form attached as an exhibit to explain the basis of each line item expenditure.

5. Subparagraph 11 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. 22CF0004005) are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$__ of contingency funds expenditures.

In accordance with Subparagraph 3 of the Funding Paragraph, the Cooperator received a total of \$__ in federal or 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. The Cooperator expects the Project costs will increase by ____ for a total Project cost of _____. The Cooperator intends to use the following state or federal appropriations, or grant monies to fund increased Project costs: _____.”

- 6. The Contract Period Paragraph is hereby amended to extend the expiration date of December 31, 2025 to December 31, 2028.
- 7. The Project Schedule table set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Well Design, Permitting, Bidding	10/01/2022	01/31/2026
Well Construction and Testing	01/01/2025	07/31/2027
Field Geologist Services	01/01/2025	07/31/2027
Data Analysis, Modeling, Report Preparation	01/01/2025	12/31/2027
Quality Assurance Requirements and Monitoring	10/01/2022	03/28/2028

- 8. 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.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

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

POLK REGIONAL WATER COOPERATIVE

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

FIRST AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
TEST PRODUCTION WELL #2 WELL POLK WELLFIELD (Q309)

Agenda Item E.3.

1/15/2025

SUBJECT

Approve Amendment to Florida Design Drilling Contract for Well Construction on Southeast and West Polk Projects (Action)

DESCRIPTION

At the September 18, 2024 PRWC Board of Directors meeting, the Board approved entering into an agreement with Florida Design Drilling for well construction of four Southeast Wellfield Lower Floridan Aquifer Productions Wells (Sites 9, 10, 11 and 14) and West Polk Test Production Well #2. Well construction has begun at Southeast sites 10 and 11 and the driller is mobilizing to West Polk Test Production Well #2.

Also at the September 18, 2024 PRWC Board of Directors meeting, the Board approved a grant funding agreement with FDEP (WSA16) which provides a total of \$4,600,000 in federal American Rescue Plan Act (ARPA) funds for the well construction being performed by Florida Design Drilling. In order to utilize these federal funds, Florida Design Drilling and the PRWC must follow federal funding guidelines. The contract amendment is necessary to pass the federal funding guidelines to the PRWC contractor, Florida Design Drilling.

RECOMMENDATION

Request Board to approve an amendment to the agreement with Florida Design Drilling LLC for the construction of West Polk Test Production Well #2 and Southeast Production Wells 9, 10, 11, and 14.

FISCAL IMPACT

SWFWMD grant agreement 22CF0004005 and the State Revolving Fund (SRF) planning loan DW532000 will be utilized to fund the West Polk Test Production Well #2 (\$7,577,150) and SWFWMD grant agreement 20CF0003424, the FDEP agreement WSA16 (using federal ARPA funds), and the Truist/WIFIA loan will be used to fund Southeast Production Wells 9, 10, 11, and 14 (\$11,889,300). The total cost for the wells is \$19,461,250.

CONTACT INFORMATION

Eric DeHaven

Mary Thomas

**FIRST AMENDMENT TO LOWER FLORIDAN AQUIFER WELLS
INSTALLATION AGREEMENT**

This First Amendment to the Lower Floridan Aquifer Wells Installation Agreement (“Agreement”). is entered into on the last date written below, by and between the **Polk Regional Water Cooperative** (“Cooperative”), an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831 (“Cooperative”), AND **Florida Design Drilling, LLC.**, a Limited Liability Company authorized to do business in the State of Florida whose address is 7733 Hooper Road, West Palm Beach, FL 33411. (“Contractor”).

WITNESSETH: that for and in consideration of the mutual covenants and conditions contained herein and in the Agreement between the Cooperative and the Driller dated September 18, 2024 the parties hereto agree as follows:

1. The third paragraph under Recitals is superseded and replaced by the following provision.

The Contractor agrees with the Cooperative, for the consideration herein mentioned, at their own proper cost and expense, to perform all the Work and furnish and all 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 and FDEP Polk Regional Water Cooperative Southeast Wellfield Implementation Grant Agreement (WSA16), a copy of which is attached hereto as **Exhibit “A,”** 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 2024-ITB-264 Lower Floridan Aquifer Wells for the Polk Regional Water Cooperative; and

2. Except for the modification herein, the Agreement shall remain unaltered and in full force and effect.

[Signatures Continue on the Next Page]

IN WITNESS WHEREOF, the parties have executed this First Amendment on the dates indicated below:

SOUTHEAST PROJECT BOARD of the POLK REGIONAL WATER COOPERATIVE, an independent special district of the State of Florida

ATTEST

By: _____
Secretary

By: _____
Chair

Date Signed by Chair: _____

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

WEST POLK PROJECT BOARD of the POLK REGIONAL WATER COOPERATIVE, an independent special district of the State of Florida

ATTEST

By: _____
Secretary

By: _____
Chair

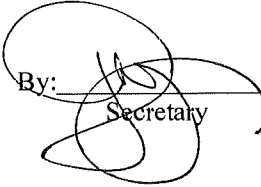
Date Signed by Chair: _____

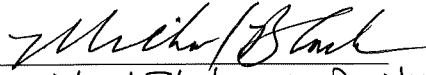
APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

ATTEST:

Florida Design Drilling
A Limited Liability Company
Authorized to do Business in
the State of Florida

By:  Secretary) JEANINE ALFIERI

By: 
Michael Black - Vice President

Date Signed: 12/19/2024

EXHIBIT A

FDEP Polk Regional Water Cooperative Southeast Wellfield Implementation Grant Agreement (WSA16)

[See Attached 36 Pages]

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): _____ Agreement Number: _____

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: _____ Entity Type: _____

Grantee Address: _____ FEID: _____
(Grantee)

3. Agreement Begin Date: _____ Date of Expiration: _____

4. Project Number: _____ Project Location(s): _____
(If different from Agreement Number)

Project Description: _____

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: \$

6. Department's Grant Manager Name: _____ Grantee's Grant Manager Name: _____
or successor or successor

Address: _____ Address: _____

Phone: _____ Phone: _____

Email: _____ Email: _____

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input type="checkbox"/> Attachment 2: Special Terms and Conditions
<input type="checkbox"/> Attachment 3: Grant Work Plan
<input type="checkbox"/> Attachment 4: Public Records Requirements
<input type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

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does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

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- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

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that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

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22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

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Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WSA16**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Polk Regional Water Cooperative Southeast Wellfield Implementation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

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 type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

- a. Paragraph 8.i. of Attachment 1 is deleted and replaced with a new paragraph 8i.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Polk Regional Water Cooperative Southeast Wellfield Implementation

PROJECT LOCATION: The Project will be located within Unincorporated Polk County; Lat/Long: (27.8957, -81.4474).

PROJECT BACKGROUND: Polk County lies within the Central Florida Water Initiative (CFWI) Southern Water Use Caution Area, where traditional water sources are nearing their sustainable limits and alternative water sources need to be developed to meet the projected demands. The Polk Regional Water Cooperative (PRWC; Grantee) Southeast Wellfield Implementation project will provide an alternative water source by utilizing brackish water within the Lower Floridan aquifer (LFA) as an alternative water supply. With a withdrawal zone between 1500 and 1800 feet below land surface, use of this deep aquifer system will minimize the potential for future harm to natural resources that may have otherwise occurred from the continued reliance upon shallower, upper Floridan sources. The project will be developed in phases with approximately 7.5 million gallons per day (MGD) made available at Phase 1 and approximately 12.5 MGD at buildout. This project received additional funding for preconstruction and construction activities under FDEP agreements No. LPA0212 and WS046.

PROJECT DESCRIPTION: The Grantee will construct LFA production wells to supply raw water to the Reverse Osmosis Water Production Facility for treatment.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Polk Regional Water Cooperative Southeast Wellfield Implementation

The Grantee will complete the following under this Agreement to complete the Project:

Construction

Deliverables: The Grantee will construct the Polk Regional Water Cooperative Southeast Wellfield Implementation project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

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 the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to Polk Regional Water Cooperative no later than December 31, 2026, the funds will no longer be available after that date.

Task No.	Task Title	Grant Amount	Task Start Date	Task End Date
1	Polk Regional Water Cooperative Southeast Wellfield Implementation	\$4,600,000	07/01/2023	12/31/2026

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

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

Attachment 5

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 \$1,000,000 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 \$1,000,000 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 \$1,000,000 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>.

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

3 of 6

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
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$4,600,000	145106
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

Total Award	\$4,600,000	
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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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

ATTACHMENT 8
Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds
(SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with Non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to Federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

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DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department’s implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients’ compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient’s compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the Non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

Agenda Item F.1.

1/15/2025

SUBJECT

Draft 2025 Business Plan Review (Information)

DESCRIPTION

The Business Plan is a management planning tool that will be updated annually as assumptions evolve into actual data points and future conditions are refined. Annual updates encompass changes in capital funding, level of operating expenses, allowances for estimated inflation, administrative policies, and member water needs from the previous year. The key areas that are anticipated to drive changes in the business plan include:

- Financial changes (interest rate and inflation assumptions, actual expenditures or other changes in timing of funding)
- Demand allocations and future supply needs
- Additional grants and appropriations received

This Business Plan Update includes the funding needed for Phase I of both the Southeast and West Polk Wellfield projects along with that for Administrative, Conservation Program, and Combine Projects programs. The funding summary for the programs has been updated to incorporate additional Heartland grant funding and legislative appropriations, the 90% CMAR estimate for the Southeast project, and the West Polk Project delay. The financial results incorporate requests by the PRWC to delay the repayment of the existing SRF loans to conform with the prolonged spend plan. Two of the three SRF loan modifications have been approved by the FDEP, with the West Polk Wellfield loan update pending. The updated forecast also accounts for third-party operator input on operational expenses and a delayed project reimbursement schedule from the Water Management District.

Summary tables are provided for each member which estimate the projected annual cost for all PRWC programs combined.

RECOMMENDATION

This item is an Information Item, and no Board action is required.

FISCAL IMPACT

The Project Annual Member Payments tables provided should be used for member budgeting of Fiscal Year 2026 PRWC costs. They also provide long-term program and individual member project costs.

CONTACT INFORMATION

Robert Beltran, Dewberry Engineers

Murray Hamilton, Raftelis

Member Payments

This document contains detailed schedules for the total of all Agreements, a broken-out schedule for each Project, and further broken-out schedules for each Member.

All Members have at least two tables; the Combined Costs schedule, and the Formation and Combined Agreements schedule. Following these, each Member will have a table for each project they are participating in. For example, if a Member is only participating in the Southeast Wellfield Project, they will have three tables. If a member is participating in both Projects, they will have four tables.

The Formation and Combined Agreements schedules include the unfunded capital project costs allocated to the Combined Agreement, if any.

The Table of Contents page contains functioning links for each section.

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Projected Annual Member Payments - Grand Total All Agreements

Member	Fiscal Year								
	2026	2027	2028	2029	2030	2031	2032	2033	
Auburndale	\$ 630,629	\$ 809,937	\$ 4,181,540	\$ 4,748,180	\$ 4,831,368	\$ 4,972,123	\$ 5,462,537	\$ 6,030,142	
Bartow	\$ 206,027	\$ 357,117	\$ 1,132,016	\$ 1,253,359	\$ 1,271,899	\$ 1,317,899	\$ 1,752,154	\$ 2,161,465	
Davenport	\$ 962,042	\$ 1,069,421	\$ 6,544,740	\$ 7,478,950	\$ 7,614,210	\$ 7,837,073	\$ 8,484,394	\$ 9,279,325	
Dundee	\$ 319,122	\$ 387,425	\$ 2,214,394	\$ 2,523,348	\$ 2,568,111	\$ 2,641,849	\$ 2,855,972	\$ 3,118,916	
Eagle Lake	\$ 230,965	\$ 256,715	\$ 1,565,540	\$ 1,788,880	\$ 1,821,250	\$ 1,874,563	\$ 2,029,352	\$ 2,219,430	
Fort Meade	\$ 3,272	\$ 8,739	\$ 11,468	\$ 11,582	\$ 11,711	\$ 11,846	\$ 11,987	\$ 12,134	
Haines City	\$ 1,259,391	\$ 1,473,278	\$ 8,554,339	\$ 9,756,825	\$ 9,931,678	\$ 10,219,262	\$ 11,052,906	\$ 12,076,475	
Lake Alfred	\$ 356,658	\$ 396,270	\$ 2,407,191	\$ 2,750,399	\$ 2,800,204	\$ 2,882,190	\$ 3,120,079	\$ 3,412,188	
Lake Hamilton	\$ 176,442	\$ 196,170	\$ 1,203,314	\$ 1,375,139	\$ 1,399,999	\$ 1,440,972	\$ 1,560,020	\$ 1,706,219	
Lake Wales	\$ 15,242	\$ 54,976	\$ 74,645	\$ 75,143	\$ 75,740	\$ 76,364	\$ 77,013	\$ 77,691	
Lakeland	\$ 1,253,714	\$ 2,244,315	\$ 2,625,798	\$ 2,615,346	\$ 2,625,397	\$ 2,916,406	\$ 9,043,506	\$ 14,395,836	
Mulberry	\$ 2,594	\$ 2,708	\$ 2,721	\$ 2,804	\$ 2,905	\$ 3,011	\$ 3,121	\$ 3,236	
Polk City	\$ 7,635	\$ 10,717	\$ 10,544	\$ 10,355	\$ 10,446	\$ 11,858	\$ 40,893	\$ 66,230	
Polk County	\$ 1,471,914	\$ 2,181,405	\$ 9,260,711	\$ 10,423,643	\$ 10,596,571	\$ 10,922,259	\$ 12,682,532	\$ 14,506,278	
Winter Haven	\$ 608,336	\$ 819,238	\$ 3,950,024	\$ 4,473,261	\$ 4,550,966	\$ 4,682,135	\$ 5,142,986	\$ 5,674,074	
Frost Proof	\$ 2,041	\$ 2,113	\$ 2,188	\$ 2,267	\$ 2,349	\$ 2,434	\$ 2,524	\$ 2,616	
Total	\$ 7,506,024	\$ 10,270,543	\$ 43,741,173	\$ 49,289,481	\$ 50,114,804	\$ 51,812,245	\$ 63,321,975	\$ 74,742,256	

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

Member	Fiscal Year									
	2026	2027	2028	2029	2030	2031	2032	2033		
Auburndale	\$ 36,731	\$ 141,418	\$ 193,244	\$ 194,439	\$ 195,877	\$ 197,378	\$ 198,942	\$ 200,573		
Bartow	\$ 18,022	\$ 119,772	\$ 169,798	\$ 170,277	\$ 170,965	\$ 171,682	\$ 172,431	\$ 173,211		
Davenport	\$ 11,021	\$ 11,449	\$ 11,715	\$ 12,110	\$ 12,548	\$ 13,005	\$ 13,481	\$ 13,978		
Dundee	\$ 4,584	\$ 37,515	\$ 53,681	\$ 53,788	\$ 53,960	\$ 54,140	\$ 54,328	\$ 54,523		
Eagle Lake	\$ 3,609	\$ 3,791	\$ 3,721	\$ 3,818	\$ 3,956	\$ 4,100	\$ 4,250	\$ 4,407		
Fort Meade	\$ 3,272	\$ 8,739	\$ 11,468	\$ 11,582	\$ 11,711	\$ 11,846	\$ 11,987	\$ 12,134		
Haines City	\$ 35,998	\$ 112,304	\$ 150,262	\$ 151,489	\$ 152,908	\$ 154,388	\$ 155,931	\$ 157,541		
Lake Alfred	\$ 7,362	\$ 7,692	\$ 7,704	\$ 7,934	\$ 8,221	\$ 8,520	\$ 8,832	\$ 9,158		
Lake Hamilton	\$ 1,509	\$ 1,564	\$ 1,614	\$ 1,670	\$ 1,731	\$ 1,794	\$ 1,859	\$ 1,928		
Lake Wales	\$ 15,242	\$ 54,976	\$ 74,645	\$ 75,143	\$ 75,740	\$ 76,364	\$ 77,013	\$ 77,691		
Lakeland	\$ 130,763	\$ 500,789	\$ 683,995	\$ 688,253	\$ 693,376	\$ 698,718	\$ 704,288	\$ 710,097		
Mulberry	\$ 2,594	\$ 2,708	\$ 2,721	\$ 2,804	\$ 2,905	\$ 3,011	\$ 3,121	\$ 3,236		
Polk City	\$ 2,471	\$ 2,626	\$ 2,463	\$ 2,506	\$ 2,596	\$ 2,691	\$ 2,789	\$ 2,892		
Polk County	\$ 114,283	\$ 594,333	\$ 830,927	\$ 834,315	\$ 838,737	\$ 843,348	\$ 848,156	\$ 853,170		
Winter Haven	\$ 59,440	\$ 200,775	\$ 270,939	\$ 272,932	\$ 275,270	\$ 277,709	\$ 280,251	\$ 282,902		
Frost Proof	\$ 2,041	\$ 2,113	\$ 2,188	\$ 2,267	\$ 2,349	\$ 2,434	\$ 2,524	\$ 2,616		
Total	\$ 448,940	\$ 1,802,564	\$ 2,471,085	\$ 2,485,328	\$ 2,502,853	\$ 2,521,128	\$ 2,540,185	\$ 2,560,057		

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield Implementation Agreement

Member	Fiscal Year								
	2026	2027	2028	2029	2030	2031	2032	2033	
Auburndale	\$ 576,653	\$ 641,502	\$ 3,961,307	\$ 4,527,527	\$ 4,609,276	\$ 4,744,132	\$ 5,136,348	\$ 5,618,054	
Bartow	\$ 125,929	\$ 140,091	\$ 865,068	\$ 988,719	\$ 1,006,571	\$ 1,036,021	\$ 1,121,673	\$ 1,226,867	
Davenport	\$ 951,021	\$ 1,057,972	\$ 6,533,025	\$ 7,466,840	\$ 7,601,661	\$ 7,824,068	\$ 8,470,913	\$ 9,265,348	
Dundee	\$ 314,538	\$ 349,910	\$ 2,160,713	\$ 2,469,560	\$ 2,514,150	\$ 2,587,709	\$ 2,801,644	\$ 3,064,393	
Eagle Lake	\$ 227,356	\$ 252,924	\$ 1,561,820	\$ 1,785,062	\$ 1,817,294	\$ 1,870,463	\$ 2,025,101	\$ 2,215,023	
Haines City	\$ 1,223,393	\$ 1,360,974	\$ 8,404,077	\$ 9,605,336	\$ 9,778,770	\$ 10,064,874	\$ 10,896,974	\$ 11,918,934	
Lake Alfred	\$ 349,297	\$ 388,578	\$ 2,399,487	\$ 2,742,464	\$ 2,791,982	\$ 2,873,669	\$ 3,111,246	\$ 3,403,031	
Lake Hamilton	\$ 174,933	\$ 194,606	\$ 1,201,701	\$ 1,373,469	\$ 1,398,268	\$ 1,439,179	\$ 1,558,161	\$ 1,704,291	
Lakeland	\$ 34,759	\$ 38,668	\$ 238,774	\$ 272,904	\$ 277,832	\$ 285,961	\$ 309,602	\$ 338,638	
Polk County	\$ 1,188,634	\$ 1,322,306	\$ 8,165,303	\$ 9,332,431	\$ 9,500,938	\$ 9,778,913	\$ 10,587,372	\$ 11,580,297	
Winter Haven	\$ 531,637	\$ 591,425	\$ 3,652,075	\$ 4,174,093	\$ 4,249,461	\$ 4,373,790	\$ 4,735,388	\$ 5,179,490	
Total	\$ 5,698,151	\$ 6,338,956	\$ 39,143,350	\$ 44,738,406	\$ 45,546,204	\$ 46,878,779	\$ 50,754,422	\$ 55,514,366	

Polk Regional Water Cooperative Projected Annual Payments - West Polk Implementation Agreement

Member	Fiscal Year								
	2026	2027	2028	2029	2030	2031	2032	2033	
Auburndale	\$ 17,245	\$ 27,017	\$ 26,988	\$ 26,214	\$ 26,214	\$ 30,613	\$ 127,247	\$ 211,515	
Bartow	\$ 62,076	\$ 97,254	\$ 97,149	\$ 94,363	\$ 94,363	\$ 110,196	\$ 458,050	\$ 761,387	
Lakeland	\$ 1,088,193	\$ 1,704,858	\$ 1,703,029	\$ 1,654,189	\$ 1,654,189	\$ 1,931,728	\$ 8,029,615	\$ 13,347,101	
Polk City	\$ 5,164	\$ 8,090	\$ 8,082	\$ 7,850	\$ 7,850	\$ 9,167	\$ 38,104	\$ 63,338	
Polk County	\$ 168,997	\$ 264,765	\$ 264,481	\$ 256,896	\$ 256,896	\$ 299,998	\$ 1,247,003	\$ 2,072,812	
Winter Haven	\$ 17,258	\$ 27,039	\$ 27,010	\$ 26,235	\$ 26,235	\$ 30,637	\$ 127,348	\$ 211,681	
Total	\$ 1,358,933	\$ 2,129,024	\$ 2,126,739	\$ 2,065,748	\$ 2,065,748	\$ 2,412,338	\$ 10,027,368	\$ 16,667,833	

Polk Regional Water Cooperative Projected Annual Payments - Auburndale Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]	
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget				Conservation Budget
2026	\$ -	\$ 342,714	\$ 130,824	\$ 118,384	\$ 591,922	\$ -	\$ 2,887	\$ 594,809	\$ 29,663	\$ 6,157	\$ 630,629	7.2%	N/A
2027	\$ -	\$ 510,114	\$ 105,856	\$ 153,992	\$ 769,962	\$ -	\$ 2,887	\$ 772,849	\$ 30,932	\$ 6,157	\$ 809,937	7.2%	N/A
2028	\$ 791,615	\$ 1,869,389	\$ 738	\$ 467,532	\$ 3,129,274	\$ 1,013,598	\$ 256	\$ 4,143,128	\$ 32,255	\$ 6,157	\$ 4,181,540	7.2%	0.72
2029	\$ 826,373	\$ 2,223,354	\$ -	\$ 555,839	\$ 3,605,566	\$ 1,102,602	\$ 220	\$ 4,708,388	\$ 33,635	\$ 6,157	\$ 4,748,180	7.2%	0.72
2030	\$ 864,290	\$ 2,178,695	\$ -	\$ 544,674	\$ 3,587,658	\$ 1,202,259	\$ 220	\$ 4,790,137	\$ 35,073	\$ 6,157	\$ 4,831,368	7.2%	0.72
2031	\$ 904,980	\$ 2,168,092	\$ -	\$ 542,023	\$ 3,615,095	\$ 1,314,077	\$ 220	\$ 4,929,392	\$ 36,574	\$ 6,157	\$ 4,972,123	7.2%	0.72
2032	\$ 926,455	\$ 2,404,818	\$ -	\$ 601,205	\$ 3,932,477	\$ 1,485,765	\$ -	\$ 5,418,242	\$ 38,138	\$ 6,157	\$ 5,462,537	7.2%	0.74
2033	\$ 989,756	\$ 2,677,470	\$ -	\$ 669,367	\$ 4,336,594	\$ 1,647,622	\$ -	\$ 5,984,216	\$ 39,769	\$ 6,157	\$ 6,030,142	7.2%	0.75

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Auburndale

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 729	\$ 182	\$ 911	\$ 29,663	\$ 6,157	\$ 36,731
2027	\$ -	\$ 82,478	\$ 985	\$ 20,866	\$ 104,329	\$ 30,932	\$ 6,157	\$ 141,418
2028	\$ -	\$ 123,718	\$ 148	\$ 30,966	\$ 154,832	\$ 32,255	\$ 6,157	\$ 193,244
2029	\$ -	\$ 123,718	\$ -	\$ 30,929	\$ 154,647	\$ 33,635	\$ 6,157	\$ 194,439
2030	\$ -	\$ 123,718	\$ -	\$ 30,929	\$ 154,647	\$ 35,073	\$ 6,157	\$ 195,877
2031	\$ -	\$ 123,718	\$ -	\$ 30,929	\$ 154,647	\$ 36,574	\$ 6,157	\$ 197,378
2032	\$ -	\$ 123,718	\$ -	\$ 30,929	\$ 154,647	\$ 38,138	\$ 6,157	\$ 198,942
2033	\$ -	\$ 123,718	\$ -	\$ 30,929	\$ 154,647	\$ 39,769	\$ 6,157	\$ 200,573

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Auburndale

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 330,583	\$ 128,635	\$ 114,805	\$ 574,023	\$ -	\$ 2,630	\$ 576,653	10.1%	N/A
2027	\$ -	\$ 406,840	\$ 104,258	\$ 127,774	\$ 638,872	\$ -	\$ 2,630	\$ 641,502	10.1%	N/A
2028	\$ 791,615	\$ 1,724,875	\$ -	\$ 431,219	\$ 2,947,709	\$ 1,013,598	\$ -	\$ 3,961,307	10.1%	0.72
2029	\$ 826,373	\$ 2,078,841	\$ -	\$ 519,710	\$ 3,424,924	\$ 1,102,602	\$ -	\$ 4,527,527	10.1%	0.72
2030	\$ 864,290	\$ 2,034,181	\$ -	\$ 508,545	\$ 3,407,017	\$ 1,202,259	\$ -	\$ 4,609,276	10.1%	0.72
2031	\$ 904,980	\$ 2,020,060	\$ -	\$ 505,015	\$ 3,430,055	\$ 1,314,077	\$ -	\$ 4,744,132	10.1%	0.72
2032	\$ 873,762	\$ 2,258,233	\$ -	\$ 564,558	\$ 3,696,553	\$ 1,439,794	\$ -	\$ 5,136,348	10.1%	0.72
2033	\$ 916,135	\$ 2,496,406	\$ -	\$ 624,101	\$ 4,036,642	\$ 1,581,412	\$ -	\$ 5,618,054	10.1%	0.72

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - West Polk

City of Auburndale

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 12,131	\$ 1,460	\$ 3,398	\$ 16,988	\$ -	\$ 256	\$ 17,245	1.3%	N/A
2027	\$ -	\$ 20,796	\$ 613	\$ 5,352	\$ 26,761	\$ -	\$ 256	\$ 27,017	1.3%	N/A
2028	\$ -	\$ 20,796	\$ 590	\$ 5,346	\$ 26,732	\$ -	\$ 256	\$ 26,988	1.3%	N/A
2029	\$ -	\$ 20,796	\$ -	\$ 5,199	\$ 25,994	\$ -	\$ 220	\$ 26,214	1.3%	N/A
2030	\$ -	\$ 20,796	\$ -	\$ 5,199	\$ 25,994	\$ -	\$ 220	\$ 26,214	1.3%	N/A
2031	\$ -	\$ 24,314	\$ -	\$ 6,079	\$ 30,393	\$ -	\$ 220	\$ 30,613	1.3%	N/A
2032	\$ 52,692	\$ 22,867	\$ -	\$ 5,717	\$ 81,277	\$ 45,971	\$ -	\$ 127,247	1.3%	0.02
2033	\$ 73,622	\$ 57,347	\$ -	\$ 14,337	\$ 145,305	\$ 66,210	\$ -	\$ 211,515	1.3%	0.03

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ -
2029	\$ -
2030	\$ -
2031	\$ -
2032	\$ 5.57
2033	\$ 6.02

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Bartow Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ 115,859	\$ 34,059	\$ 37,480	\$ 187,398	\$ -	\$ 1,498	\$ 188,896	\$ 14,187	\$ 2,945	\$ 206,027	3.0%	N/A
2027	\$ -	\$ 244,367	\$ 25,937	\$ 67,576	\$ 337,881	\$ -	\$ 1,498	\$ 339,379	\$ 14,794	\$ 2,945	\$ 357,117	3.0%	N/A
2028	\$ 172,872	\$ 572,532	\$ 2,268	\$ 143,700	\$ 891,373	\$ 221,349	\$ 923	\$ 1,113,645	\$ 15,426	\$ 2,945	\$ 1,132,016	3.0%	0.16
2029	\$ 180,463	\$ 649,830	\$ -	\$ 162,458	\$ 992,751	\$ 240,786	\$ 792	\$ 1,234,328	\$ 16,086	\$ 2,945	\$ 1,253,359	3.0%	0.16
2030	\$ 188,743	\$ 640,078	\$ -	\$ 160,019	\$ 988,840	\$ 262,549	\$ 792	\$ 1,252,181	\$ 16,774	\$ 2,945	\$ 1,271,899	3.0%	0.16
2031	\$ 197,629	\$ 649,660	\$ -	\$ 162,415	\$ 1,009,704	\$ 286,967	\$ 792	\$ 1,297,463	\$ 17,492	\$ 2,945	\$ 1,317,899	3.0%	0.16
2032	\$ 380,488	\$ 696,464	\$ -	\$ 174,116	\$ 1,251,068	\$ 479,901	\$ -	\$ 1,730,969	\$ 18,240	\$ 2,945	\$ 1,752,154	3.0%	0.24
2033	\$ 465,080	\$ 872,590	\$ -	\$ 218,147	\$ 1,555,818	\$ 583,683	\$ -	\$ 2,139,500	\$ 19,020	\$ 2,945	\$ 2,161,465	3.0%	0.27

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Bartow

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 712	\$ 178	\$ 890	\$ 14,187	\$ 2,945	\$ 18,022
2027	\$ -	\$ 80,665	\$ 962	\$ 20,407	\$ 102,034	\$ 14,794	\$ 2,945	\$ 119,772
2028	\$ -	\$ 120,997	\$ 145	\$ 30,285	\$ 151,427	\$ 15,426	\$ 2,945	\$ 169,798
2029	\$ -	\$ 120,997	\$ -	\$ 30,249	\$ 151,246	\$ 16,086	\$ 2,945	\$ 170,277
2030	\$ -	\$ 120,997	\$ -	\$ 30,249	\$ 151,246	\$ 16,774	\$ 2,945	\$ 170,965
2031	\$ -	\$ 120,997	\$ -	\$ 30,249	\$ 151,246	\$ 17,492	\$ 2,945	\$ 171,682
2032	\$ -	\$ 120,997	\$ -	\$ 30,249	\$ 151,246	\$ 18,240	\$ 2,945	\$ 172,431
2033	\$ -	\$ 120,997	\$ -	\$ 30,249	\$ 151,246	\$ 19,020	\$ 2,945	\$ 173,211

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Bartow										
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 72,193	\$ 28,091	\$ 25,071	\$ 125,355	\$ -	\$ 574	\$ 125,929	2.2%	N/A
2027	\$ -	\$ 88,845	\$ 22,768	\$ 27,903	\$ 139,517	\$ -	\$ 574	\$ 140,091	2.2%	N/A
2028	\$ 172,872	\$ 376,677	\$ -	\$ 94,169	\$ 643,719	\$ 221,349	\$ -	\$ 865,068	2.2%	0.16
2029	\$ 180,463	\$ 453,976	\$ -	\$ 113,494	\$ 747,933	\$ 240,786	\$ -	\$ 988,719	2.2%	0.16
2030	\$ 188,743	\$ 444,223	\$ -	\$ 111,056	\$ 744,022	\$ 262,549	\$ -	\$ 1,006,571	2.2%	0.16
2031	\$ 197,629	\$ 441,140	\$ -	\$ 110,285	\$ 749,054	\$ 286,967	\$ -	\$ 1,036,021	2.2%	0.16
2032	\$ 190,812	\$ 493,152	\$ -	\$ 123,288	\$ 807,251	\$ 314,421	\$ -	\$ 1,121,673	2.2%	0.16
2033	\$ 200,065	\$ 545,164	\$ -	\$ 136,291	\$ 881,520	\$ 345,348	\$ -	\$ 1,226,867	2.2%	0.16

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - West Polk

City of Bartow

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 43,667	\$ 5,255	\$ 12,231	\$ 61,153	\$ -	\$ 923	\$ 62,076	4.6%	N/A
2027	\$ -	\$ 74,857	\$ 2,207	\$ 19,266	\$ 96,331	\$ -	\$ 923	\$ 97,254	4.6%	N/A
2028	\$ -	\$ 74,857	\$ 2,124	\$ 19,245	\$ 96,226	\$ -	\$ 923	\$ 97,149	4.6%	N/A
2029	\$ -	\$ 74,857	\$ -	\$ 18,714	\$ 93,572	\$ -	\$ 792	\$ 94,363	4.6%	N/A
2030	\$ -	\$ 74,857	\$ -	\$ 18,714	\$ 93,572	\$ -	\$ 792	\$ 94,363	4.6%	N/A
2031	\$ -	\$ 87,523	\$ -	\$ 21,881	\$ 109,404	\$ -	\$ 792	\$ 110,196	4.6%	N/A
2032	\$ 189,676	\$ 82,315	\$ -	\$ 20,579	\$ 292,570	\$ 165,480	\$ -	\$ 458,050	4.6%	0.08
2033	\$ 265,015	\$ 206,429	\$ -	\$ 51,607	\$ 523,052	\$ 238,335	\$ -	\$ 761,387	4.6%	0.11

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ -
2029	\$ -
2030	\$ -
2031	\$ -
2032	\$ 5.57
2033	\$ 6.02

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Davenport Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ 545,201	\$ 212,242	\$ 189,361	\$ 946,803	\$ -	\$ 4,338	\$ 951,141	\$ 9,028	\$ 1,874	\$ 962,042	11.2%	N/A
2027	\$ -	\$ 670,964	\$ 172,072	\$ 210,759	\$ 1,053,795	\$ -	\$ 4,338	\$ 1,058,133	\$ 9,414	\$ 1,874	\$ 1,069,421	11.2%	N/A
2028	\$ 1,305,539	\$ 2,844,681	\$ 19	\$ 711,175	\$ 4,861,414	\$ 1,671,635	\$ -	\$ 6,533,049	\$ 9,817	\$ 1,874	\$ 6,544,740	11.2%	1.19
2029	\$ 1,362,863	\$ 3,428,444	\$ -	\$ 857,111	\$ 5,648,417	\$ 1,818,422	\$ -	\$ 7,466,840	\$ 10,237	\$ 1,874	\$ 7,478,950	11.2%	1.19
2030	\$ 1,425,395	\$ 3,354,791	\$ -	\$ 838,698	\$ 5,618,884	\$ 1,982,777	\$ -	\$ 7,601,661	\$ 10,675	\$ 1,874	\$ 7,614,210	11.2%	1.19
2031	\$ 1,492,502	\$ 3,331,502	\$ -	\$ 832,876	\$ 5,656,880	\$ 2,167,188	\$ -	\$ 7,824,068	\$ 11,131	\$ 1,874	\$ 7,837,073	11.2%	1.19
2032	\$ 1,441,017	\$ 3,724,299	\$ -	\$ 931,075	\$ 6,096,391	\$ 2,374,522	\$ -	\$ 8,470,913	\$ 11,607	\$ 1,874	\$ 8,484,394	11.2%	1.19
2033	\$ 1,510,898	\$ 4,117,096	\$ -	\$ 1,029,274	\$ 6,657,268	\$ 2,608,080	\$ -	\$ 9,265,348	\$ 12,104	\$ 1,874	\$ 9,279,325	11.2%	1.19

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Davenport

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 95	\$ 24	\$ 119	\$ 9,028	\$ 1,874	\$ 11,021
2027	\$ -	\$ -	\$ 129	\$ 32	\$ 161	\$ 9,414	\$ 1,874	\$ 11,449
2028	\$ -	\$ -	\$ 19	\$ 5	\$ 24	\$ 9,817	\$ 1,874	\$ 11,715
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,237	\$ 1,874	\$ 12,110
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,675	\$ 1,874	\$ 12,548
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,131	\$ 1,874	\$ 13,005
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,607	\$ 1,874	\$ 13,481
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,104	\$ 1,874	\$ 13,978

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Davenport											
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]	
2026	\$ -	\$ 545,201	\$ 212,146	\$ 189,337	\$ 946,684	\$ -	\$ 4,338	\$ 951,021	16.7%	N/A	
2027	\$ -	\$ 670,964	\$ 171,943	\$ 210,727	\$ 1,053,634	\$ -	\$ 4,338	\$ 1,057,972	16.7%	N/A	
2028	\$ 1,305,539	\$ 2,844,681	\$ -	\$ 711,170	\$ 4,861,390	\$ 1,671,635	\$ -	\$ 6,533,025	16.7%	1.19	
2029	\$ 1,362,863	\$ 3,428,444	\$ -	\$ 857,111	\$ 5,648,417	\$ 1,818,422	\$ -	\$ 7,466,840	16.7%	1.19	
2030	\$ 1,425,395	\$ 3,354,791	\$ -	\$ 838,698	\$ 5,618,884	\$ 1,982,777	\$ -	\$ 7,601,661	16.7%	1.19	
2031	\$ 1,492,502	\$ 3,331,502	\$ -	\$ 832,876	\$ 5,656,880	\$ 2,167,188	\$ -	\$ 7,824,068	16.7%	1.19	
2032	\$ 1,441,017	\$ 3,724,299	\$ -	\$ 931,075	\$ 6,096,391	\$ 2,374,522	\$ -	\$ 8,470,913	16.7%	1.19	
2033	\$ 1,510,898	\$ 4,117,096	\$ -	\$ 1,029,274	\$ 6,657,268	\$ 2,608,080	\$ -	\$ 9,265,348	16.7%	1.19	

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Dundee Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement					
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 180,318	\$ 70,395	\$ 62,678	\$ 313,392	\$ -	\$ 1,435	\$ 314,826	\$ 3,558	\$ 738	\$ 319,122	3.7%	N/A
2027	\$ -	\$ 248,054	\$ 57,179	\$ 76,308	\$ 381,542	\$ -	\$ 1,435	\$ 382,976	\$ 3,710	\$ 738	\$ 387,425	3.7%	N/A
2028	\$ 431,790	\$ 980,053	\$ 47	\$ 245,025	\$ 1,656,915	\$ 552,871	\$ -	\$ 2,209,786	\$ 3,869	\$ 738	\$ 2,214,394	3.7%	0.39
2029	\$ 450,749	\$ 1,173,125	\$ -	\$ 293,281	\$ 1,917,155	\$ 601,420	\$ -	\$ 2,518,575	\$ 4,034	\$ 738	\$ 2,523,348	3.7%	0.39
2030	\$ 471,431	\$ 1,148,765	\$ -	\$ 287,191	\$ 1,907,388	\$ 655,778	\$ -	\$ 2,563,165	\$ 4,207	\$ 738	\$ 2,568,111	3.7%	0.39
2031	\$ 493,626	\$ 1,141,063	\$ -	\$ 285,266	\$ 1,919,954	\$ 716,769	\$ -	\$ 2,636,724	\$ 4,387	\$ 738	\$ 2,641,849	3.7%	0.39
2032	\$ 476,598	\$ 1,270,975	\$ -	\$ 317,744	\$ 2,065,317	\$ 785,342	\$ -	\$ 2,850,659	\$ 4,574	\$ 738	\$ 2,855,972	3.7%	0.39
2033	\$ 499,710	\$ 1,400,888	\$ -	\$ 350,222	\$ 2,250,820	\$ 862,588	\$ -	\$ 3,113,408	\$ 4,770	\$ 738	\$ 3,118,916	3.7%	0.39

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements**City of Dundee**

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 231	\$ 58	\$ 288	\$ 3,558	\$ 738	\$ 4,584
2027	\$ -	\$ 26,141	\$ 312	\$ 6,613	\$ 33,066	\$ 3,710	\$ 738	\$ 37,515
2028	\$ -	\$ 39,212	\$ 47	\$ 9,815	\$ 49,074	\$ 3,869	\$ 738	\$ 53,681
2029	\$ -	\$ 39,212	\$ -	\$ 9,803	\$ 49,015	\$ 4,034	\$ 738	\$ 53,788
2030	\$ -	\$ 39,212	\$ -	\$ 9,803	\$ 49,015	\$ 4,207	\$ 738	\$ 53,960
2031	\$ -	\$ 39,212	\$ -	\$ 9,803	\$ 49,015	\$ 4,387	\$ 738	\$ 54,140
2032	\$ -	\$ 39,212	\$ -	\$ 9,803	\$ 49,015	\$ 4,574	\$ 738	\$ 54,328
2033	\$ -	\$ 39,212	\$ -	\$ 9,803	\$ 49,015	\$ 4,770	\$ 738	\$ 54,523

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

Town of Dundee										
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 180,318	\$ 70,165	\$ 62,621	\$ 313,103	\$ -	\$ 1,435	\$ 314,538	5.5%	N/A
2027	\$ -	\$ 221,913	\$ 56,868	\$ 69,695	\$ 348,476	\$ -	\$ 1,435	\$ 349,910	5.5%	N/A
2028	\$ 431,790	\$ 940,841	\$ -	\$ 235,210	\$ 1,607,841	\$ 552,871	\$ -	\$ 2,160,713	5.5%	0.39
2029	\$ 450,749	\$ 1,133,913	\$ -	\$ 283,478	\$ 1,868,140	\$ 601,420	\$ -	\$ 2,469,560	5.5%	0.39
2030	\$ 471,431	\$ 1,109,553	\$ -	\$ 277,388	\$ 1,858,373	\$ 655,778	\$ -	\$ 2,514,150	5.5%	0.39
2031	\$ 493,626	\$ 1,101,851	\$ -	\$ 275,463	\$ 1,870,939	\$ 716,769	\$ -	\$ 2,587,709	5.5%	0.39
2032	\$ 476,598	\$ 1,231,763	\$ -	\$ 307,941	\$ 2,016,302	\$ 785,342	\$ -	\$ 2,801,644	5.5%	0.39
2033	\$ 499,710	\$ 1,361,676	\$ -	\$ 340,419	\$ 2,201,805	\$ 862,588	\$ -	\$ 3,064,393	5.5%	0.39

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Eagle Lake Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]	
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget				Conservation Budget
2026	\$ -	\$ 130,339	\$ 50,854	\$ 45,298	\$ 226,491	\$ -	\$ 1,037	\$ 227,528	\$ 2,846	\$ 591	\$ 230,965	2.7%	N/A
2027	\$ -	\$ 160,404	\$ 41,291	\$ 50,424	\$ 252,119	\$ -	\$ 1,037	\$ 253,156	\$ 2,968	\$ 591	\$ 256,715	2.7%	N/A
2028	\$ 312,109	\$ 680,065	\$ 28	\$ 170,023	\$ 1,162,225	\$ 399,630	\$ -	\$ 1,561,855	\$ 3,095	\$ 591	\$ 1,565,540	2.7%	0.28
2029	\$ 325,813	\$ 819,622	\$ -	\$ 204,905	\$ 1,350,341	\$ 434,722	\$ -	\$ 1,785,062	\$ 3,227	\$ 591	\$ 1,788,880	2.7%	0.28
2030	\$ 340,763	\$ 802,014	\$ -	\$ 200,504	\$ 1,343,280	\$ 474,013	\$ -	\$ 1,817,294	\$ 3,365	\$ 591	\$ 1,821,250	2.7%	0.28
2031	\$ 356,805	\$ 796,447	\$ -	\$ 199,112	\$ 1,352,364	\$ 518,100	\$ -	\$ 1,870,463	\$ 3,509	\$ 591	\$ 1,874,563	2.7%	0.28
2032	\$ 344,497	\$ 890,351	\$ -	\$ 222,588	\$ 1,457,436	\$ 567,666	\$ -	\$ 2,025,101	\$ 3,659	\$ 591	\$ 2,029,352	2.7%	0.28
2033	\$ 361,203	\$ 984,255	\$ -	\$ 246,064	\$ 1,591,522	\$ 623,501	\$ -	\$ 2,215,023	\$ 3,816	\$ 591	\$ 2,219,430	2.7%	0.28

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Eagle Lake

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 137	\$ 34	\$ 172	\$ 2,846	\$ 591	\$ 3,609
2027	\$ -	\$ -	\$ 186	\$ 46	\$ 232	\$ 2,968	\$ 591	\$ 3,791
2028	\$ -	\$ -	\$ 28	\$ 7	\$ 35	\$ 3,095	\$ 591	\$ 3,721
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,227	\$ 591	\$ 3,818
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,365	\$ 591	\$ 3,956
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,509	\$ 591	\$ 4,100
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,659	\$ 591	\$ 4,250
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,816	\$ 591	\$ 4,407

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Eagle Lake												
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]		
2026	\$ -	\$ 130,339	\$ 50,717	\$ 45,264	\$ 226,319	\$ -	\$ 1,037	\$ 227,356	4.0%			N/A
2027	\$ -	\$ 160,404	\$ 41,106	\$ 50,377	\$ 251,887	\$ -	\$ 1,037	\$ 252,924	4.0%			N/A
2028	\$ 312,109	\$ 680,065	\$ -	\$ 170,016	\$ 1,162,190	\$ 399,630	\$ -	\$ 1,561,820	4.0%			0.28
2029	\$ 325,813	\$ 819,622	\$ -	\$ 204,905	\$ 1,350,341	\$ 434,722	\$ -	\$ 1,785,062	4.0%			0.28
2030	\$ 340,763	\$ 802,014	\$ -	\$ 200,504	\$ 1,343,280	\$ 474,013	\$ -	\$ 1,817,294	4.0%			0.28
2031	\$ 356,805	\$ 796,447	\$ -	\$ 199,112	\$ 1,352,364	\$ 518,100	\$ -	\$ 1,870,463	4.0%			0.28
2032	\$ 344,497	\$ 890,351	\$ -	\$ 222,588	\$ 1,457,436	\$ 567,666	\$ -	\$ 2,025,101	4.0%			0.28
2033	\$ 361,203	\$ 984,255	\$ -	\$ 246,064	\$ 1,591,522	\$ 623,501	\$ -	\$ 2,215,023	4.0%			0.28

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Fort Meade Combined Costs

Fiscal Year	Combined and Project Implementation Agreements								Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ -	\$ 40	\$ 10	\$ 50	\$ -	\$ -	\$ 50	\$ 2,668	\$ 554	\$ 3,272	0.0%	N/A
2027	\$ -	\$ 4,268	\$ 54	\$ 1,081	\$ 5,403	\$ -	\$ -	\$ 5,403	\$ 2,782	\$ 554	\$ 8,739	0.0%	N/A
2028	\$ -	\$ 6,402	\$ 8	\$ 1,603	\$ 8,013	\$ -	\$ -	\$ 8,013	\$ 2,902	\$ 554	\$ 11,468	0.0%	N/A
2029	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ -	\$ -	\$ 8,002	\$ 3,026	\$ 554	\$ 11,582	0.0%	N/A
2030	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ -	\$ -	\$ 8,002	\$ 3,155	\$ 554	\$ 11,711	0.0%	N/A
2031	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ -	\$ -	\$ 8,002	\$ 3,290	\$ 554	\$ 11,846	0.0%	N/A
2032	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ -	\$ -	\$ 8,002	\$ 3,431	\$ 554	\$ 11,987	0.0%	N/A
2033	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ -	\$ -	\$ 8,002	\$ 3,577	\$ 554	\$ 12,134	0.0%	N/A

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Fort Meade

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 40	\$ 10	\$ 50	\$ 2,668	\$ 554	\$ 3,272
2027	\$ -	\$ 4,268	\$ 54	\$ 1,081	\$ 5,403	\$ 2,782	\$ 554	\$ 8,739
2028	\$ -	\$ 6,402	\$ 8	\$ 1,603	\$ 8,013	\$ 2,902	\$ 554	\$ 11,468
2029	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ 3,026	\$ 554	\$ 11,582
2030	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ 3,155	\$ 554	\$ 11,711
2031	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ 3,290	\$ 554	\$ 11,846
2032	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ 3,431	\$ 554	\$ 11,987
2033	\$ -	\$ 6,402	\$ -	\$ 1,600	\$ 8,002	\$ 3,577	\$ 554	\$ 12,134

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - Frost Proof Combined Costs

Fiscal Year	Combined and Project Implementation Agreements								Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,690	\$ 351	\$ 2,041	0.0%	N/A
2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,762	\$ 351	\$ 2,113	0.0%	N/A
2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,838	\$ 351	\$ 2,188	0.0%	N/A
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,916	\$ 351	\$ 2,267	0.0%	N/A
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,998	\$ 351	\$ 2,349	0.0%	N/A
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,084	\$ 351	\$ 2,434	0.0%	N/A
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,173	\$ 351	\$ 2,524	0.0%	N/A
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,266	\$ 351	\$ 2,616	0.0%	N/A

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Frost Proof

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,690	\$ 351	\$ 2,041
2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,762	\$ 351	\$ 2,113
2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,838	\$ 351	\$ 2,188
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,916	\$ 351	\$ 2,267
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,998	\$ 351	\$ 2,349
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,084	\$ 351	\$ 2,434
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,173	\$ 351	\$ 2,524
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,266	\$ 351	\$ 2,616

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - Haines City Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ 701,346	\$ 273,434	\$ 243,695	\$ 1,218,474	\$ -	\$ 5,580	\$ 1,224,054	\$ 29,263	\$ 6,074	\$ 1,259,391	14.5%	N/A
2027	\$ -	\$ 922,986	\$ 221,902	\$ 286,222	\$ 1,431,110	\$ -	\$ 5,580	\$ 1,436,690	\$ 30,515	\$ 6,074	\$ 1,473,278	14.5%	N/A
2028	\$ 1,679,444	\$ 3,749,182	\$ 108	\$ 937,322	\$ 6,366,056	\$ 2,150,390	\$ -	\$ 8,516,446	\$ 31,820	\$ 6,074	\$ 8,554,339	14.5%	1.53
2029	\$ 1,753,185	\$ 4,500,134	\$ -	\$ 1,125,034	\$ 7,378,353	\$ 2,339,217	\$ -	\$ 9,717,570	\$ 33,181	\$ 6,074	\$ 9,756,825	14.5%	1.53
2030	\$ 1,833,627	\$ 4,405,388	\$ -	\$ 1,101,347	\$ 7,340,362	\$ 2,550,642	\$ -	\$ 9,891,004	\$ 34,600	\$ 6,074	\$ 9,931,678	14.5%	1.53
2031	\$ 1,919,953	\$ 4,375,429	\$ -	\$ 1,093,857	\$ 7,389,239	\$ 2,787,869	\$ -	\$ 10,177,108	\$ 36,080	\$ 6,074	\$ 10,219,262	14.5%	1.53
2032	\$ 1,853,723	\$ 4,880,722	\$ -	\$ 1,220,181	\$ 7,954,626	\$ 3,054,583	\$ -	\$ 11,009,209	\$ 37,623	\$ 6,074	\$ 11,052,906	14.5%	1.53
2033	\$ 1,943,618	\$ 5,386,016	\$ -	\$ 1,346,504	\$ 8,676,137	\$ 3,355,031	\$ -	\$ 12,031,169	\$ 39,233	\$ 6,074	\$ 12,076,475	14.5%	1.53

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Haines City

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 529	\$ 132	\$ 661	\$ 29,263	\$ 6,074	\$ 35,998
2027	\$ -	\$ 59,858	\$ 715	\$ 15,143	\$ 75,716	\$ 30,515	\$ 6,074	\$ 112,304
2028	\$ -	\$ 89,787	\$ 108	\$ 22,474	\$ 112,369	\$ 31,820	\$ 6,074	\$ 150,262
2029	\$ -	\$ 89,787	\$ -	\$ 22,447	\$ 112,234	\$ 33,181	\$ 6,074	\$ 151,489
2030	\$ -	\$ 89,787	\$ -	\$ 22,447	\$ 112,234	\$ 34,600	\$ 6,074	\$ 152,908
2031	\$ -	\$ 89,787	\$ -	\$ 22,447	\$ 112,234	\$ 36,080	\$ 6,074	\$ 154,388
2032	\$ -	\$ 89,787	\$ -	\$ 22,447	\$ 112,234	\$ 37,623	\$ 6,074	\$ 155,931
2033	\$ -	\$ 89,787	\$ -	\$ 22,447	\$ 112,234	\$ 39,233	\$ 6,074	\$ 157,541

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Haines City

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 701,346	\$ 272,905	\$ 243,563	\$ 1,217,813	\$ -	\$ 5,580	\$ 1,223,393	21.5%	N/A
2027	\$ -	\$ 863,128	\$ 221,187	\$ 271,079	\$ 1,355,394	\$ -	\$ 5,580	\$ 1,360,974	21.5%	N/A
2028	\$ 1,679,444	\$ 3,659,395	\$ -	\$ 914,849	\$ 6,253,688	\$ 2,150,390	\$ -	\$ 8,404,077	21.5%	1.53
2029	\$ 1,753,185	\$ 4,410,347	\$ -	\$ 1,102,587	\$ 7,266,119	\$ 2,339,217	\$ -	\$ 9,605,336	21.5%	1.53
2030	\$ 1,833,627	\$ 4,315,600	\$ -	\$ 1,078,900	\$ 7,228,128	\$ 2,550,642	\$ -	\$ 9,778,770	21.5%	1.53
2031	\$ 1,919,953	\$ 4,285,641	\$ -	\$ 1,071,410	\$ 7,277,005	\$ 2,787,869	\$ -	\$ 10,064,874	21.5%	1.53
2032	\$ 1,853,723	\$ 4,790,935	\$ -	\$ 1,197,734	\$ 7,842,391	\$ 3,054,583	\$ -	\$ 10,896,974	21.5%	1.53
2033	\$ 1,943,618	\$ 5,296,228	\$ -	\$ 1,324,057	\$ 8,563,903	\$ 3,355,031	\$ -	\$ 11,918,934	21.5%	1.53

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Lake Alfred Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ 200,244	\$ 78,094	\$ 69,585	\$ 347,923	\$ -	\$ 1,593	\$ 349,516	\$ 5,915	\$ 1,228	\$ 356,658	4.1%	N/A
2027	\$ -	\$ 246,436	\$ 63,389	\$ 77,456	\$ 387,281	\$ -	\$ 1,593	\$ 388,874	\$ 6,168	\$ 1,228	\$ 396,270	4.1%	N/A
2028	\$ 479,506	\$ 1,044,811	\$ 36	\$ 261,212	\$ 1,785,564	\$ 613,968	\$ -	\$ 2,399,532	\$ 6,432	\$ 1,228	\$ 2,407,191	4.1%	0.44
2029	\$ 500,560	\$ 1,259,219	\$ -	\$ 314,805	\$ 2,074,584	\$ 667,881	\$ -	\$ 2,742,464	\$ 6,707	\$ 1,228	\$ 2,750,399	4.1%	0.44
2030	\$ 523,527	\$ 1,232,167	\$ -	\$ 308,042	\$ 2,063,736	\$ 728,246	\$ -	\$ 2,791,982	\$ 6,994	\$ 1,228	\$ 2,800,204	4.1%	0.44
2031	\$ 548,175	\$ 1,223,613	\$ -	\$ 305,903	\$ 2,077,692	\$ 795,977	\$ -	\$ 2,873,669	\$ 7,293	\$ 1,228	\$ 2,882,190	4.1%	0.44
2032	\$ 529,265	\$ 1,367,882	\$ -	\$ 341,971	\$ 2,239,118	\$ 872,128	\$ -	\$ 3,111,246	\$ 7,605	\$ 1,228	\$ 3,120,079	4.1%	0.44
2033	\$ 554,931	\$ 1,512,151	\$ -	\$ 378,038	\$ 2,445,120	\$ 957,911	\$ -	\$ 3,403,031	\$ 7,930	\$ 1,228	\$ 3,412,188	4.1%	0.44

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Lake Alfred

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 175	\$ 44	\$ 219	\$ 5,915	\$ 1,228	\$ 7,362
2027	\$ -	\$ -	\$ 237	\$ 59	\$ 296	\$ 6,168	\$ 1,228	\$ 7,692
2028	\$ -	\$ -	\$ 36	\$ 9	\$ 45	\$ 6,432	\$ 1,228	\$ 7,704
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,707	\$ 1,228	\$ 7,934
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,994	\$ 1,228	\$ 8,221
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,293	\$ 1,228	\$ 8,520
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,605	\$ 1,228	\$ 8,832
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,930	\$ 1,228	\$ 9,158

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Lake Alfred										
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 200,244	\$ 77,918	\$ 69,541	\$ 347,703	\$ -	\$ 1,593	\$ 349,297	6.1%	N/A
2027	\$ -	\$ 246,436	\$ 63,152	\$ 77,397	\$ 386,985	\$ -	\$ 1,593	\$ 388,578	6.1%	N/A
2028	\$ 479,506	\$ 1,044,811	\$ -	\$ 261,203	\$ 1,785,520	\$ 613,968	\$ -	\$ 2,399,487	6.1%	0.44
2029	\$ 500,560	\$ 1,259,219	\$ -	\$ 314,805	\$ 2,074,584	\$ 667,881	\$ -	\$ 2,742,464	6.1%	0.44
2030	\$ 523,527	\$ 1,232,167	\$ -	\$ 308,042	\$ 2,063,736	\$ 728,246	\$ -	\$ 2,791,982	6.1%	0.44
2031	\$ 548,175	\$ 1,223,613	\$ -	\$ 305,903	\$ 2,077,692	\$ 795,977	\$ -	\$ 2,873,669	6.1%	0.44
2032	\$ 529,265	\$ 1,367,882	\$ -	\$ 341,971	\$ 2,239,118	\$ 872,128	\$ -	\$ 3,111,246	6.1%	0.44
2033	\$ 554,931	\$ 1,512,151	\$ -	\$ 378,038	\$ 2,445,120	\$ 957,911	\$ -	\$ 3,403,031	6.1%	0.44

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Lake Hamilton Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]	
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget				Conservation Budget
2026	\$ -	\$ 100,286	\$ 39,027	\$ 34,828	\$ 174,140	\$ -	\$ 798	\$ 174,938	\$ 1,245	\$ 258	\$ 176,442	2.1%	N/A
2027	\$ -	\$ 123,419	\$ 31,633	\$ 38,763	\$ 193,815	\$ -	\$ 798	\$ 194,613	\$ 1,298	\$ 258	\$ 196,170	2.1%	N/A
2028	\$ 240,144	\$ 523,258	\$ 1	\$ 130,815	\$ 894,217	\$ 307,485	\$ -	\$ 1,201,702	\$ 1,354	\$ 258	\$ 1,203,314	2.1%	0.22
2029	\$ 250,688	\$ 630,636	\$ -	\$ 157,659	\$ 1,038,984	\$ 334,485	\$ -	\$ 1,373,469	\$ 1,412	\$ 258	\$ 1,375,139	2.1%	0.22
2030	\$ 262,191	\$ 617,089	\$ -	\$ 154,272	\$ 1,033,552	\$ 364,717	\$ -	\$ 1,398,268	\$ 1,472	\$ 258	\$ 1,399,999	2.1%	0.22
2031	\$ 274,535	\$ 612,805	\$ -	\$ 153,201	\$ 1,040,541	\$ 398,638	\$ -	\$ 1,439,179	\$ 1,535	\$ 258	\$ 1,440,972	2.1%	0.22
2032	\$ 265,064	\$ 685,057	\$ -	\$ 171,264	\$ 1,121,385	\$ 436,775	\$ -	\$ 1,558,161	\$ 1,601	\$ 258	\$ 1,560,020	2.1%	0.22
2033	\$ 277,918	\$ 757,309	\$ -	\$ 189,327	\$ 1,224,554	\$ 479,737	\$ -	\$ 1,704,291	\$ 1,669	\$ 258	\$ 1,706,219	2.1%	0.22

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Lake Hamilton

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 4	\$ 1	\$ 5	\$ 1,245	\$ 258	\$ 1,509
2027	\$ -	\$ -	\$ 6	\$ 1	\$ 7	\$ 1,298	\$ 258	\$ 1,564
2028	\$ -	\$ -	\$ 1	\$ 0	\$ 1	\$ 1,354	\$ 258	\$ 1,614
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,412	\$ 258	\$ 1,670
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,472	\$ 258	\$ 1,731
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,535	\$ 258	\$ 1,794
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,601	\$ 258	\$ 1,859
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,669	\$ 258	\$ 1,928

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Lake Hamilton

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 100,286	\$ 39,023	\$ 34,827	\$ 174,135	\$ -	\$ 798	\$ 174,933	3.1%	N/A
2027	\$ -	\$ 123,419	\$ 31,628	\$ 38,762	\$ 193,808	\$ -	\$ 798	\$ 194,606	3.1%	N/A
2028	\$ 240,144	\$ 523,258	\$ -	\$ 130,814	\$ 894,216	\$ 307,485	\$ -	\$ 1,201,701	3.1%	0.22
2029	\$ 250,688	\$ 630,636	\$ -	\$ 157,659	\$ 1,038,984	\$ 334,485	\$ -	\$ 1,373,469	3.1%	0.22
2030	\$ 262,191	\$ 617,089	\$ -	\$ 154,272	\$ 1,033,552	\$ 364,717	\$ -	\$ 1,398,268	3.1%	0.22
2031	\$ 274,535	\$ 612,805	\$ -	\$ 153,201	\$ 1,040,541	\$ 398,638	\$ -	\$ 1,439,179	3.1%	0.22
2032	\$ 265,064	\$ 685,057	\$ -	\$ 171,264	\$ 1,121,385	\$ 436,775	\$ -	\$ 1,558,161	3.1%	0.22
2033	\$ 277,918	\$ 757,309	\$ -	\$ 189,327	\$ 1,224,554	\$ 479,737	\$ -	\$ 1,704,291	3.1%	0.22

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Lake Wales Combined Costs

Fiscal Year	Combined and Project Implementation Agreements								Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget				
2026	\$ -	\$ -	\$ 293	\$ 73	\$ 366	\$ -	\$ -	\$ 366	\$ 12,319	\$ 2,557	\$ 15,242	0.0%	N/A	
2027	\$ -	\$ 31,263	\$ 396	\$ 7,915	\$ 39,573	\$ -	\$ -	\$ 39,573	\$ 12,846	\$ 2,557	\$ 54,976	0.0%	N/A	
2028	\$ -	\$ 46,894	\$ 60	\$ 11,738	\$ 58,692	\$ -	\$ -	\$ 58,692	\$ 13,395	\$ 2,557	\$ 74,645	0.0%	N/A	
2029	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ -	\$ -	\$ 58,618	\$ 13,968	\$ 2,557	\$ 75,143	0.0%	N/A	
2030	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ -	\$ -	\$ 58,618	\$ 14,566	\$ 2,557	\$ 75,740	0.0%	N/A	
2031	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ -	\$ -	\$ 58,618	\$ 15,189	\$ 2,557	\$ 76,364	0.0%	N/A	
2032	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ -	\$ -	\$ 58,618	\$ 15,838	\$ 2,557	\$ 77,013	0.0%	N/A	
2033	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ -	\$ -	\$ 58,618	\$ 16,516	\$ 2,557	\$ 77,691	0.0%	N/A	

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Lake Wales

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 293	\$ 73	\$ 366	\$ 12,319	\$ 2,557	\$ 15,242
2027	\$ -	\$ 31,263	\$ 396	\$ 7,915	\$ 39,573	\$ 12,846	\$ 2,557	\$ 54,976
2028	\$ -	\$ 46,894	\$ 60	\$ 11,738	\$ 58,692	\$ 13,395	\$ 2,557	\$ 74,645
2029	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ 13,968	\$ 2,557	\$ 75,143
2030	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ 14,566	\$ 2,557	\$ 75,740
2031	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ 15,189	\$ 2,557	\$ 76,364
2032	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ 15,838	\$ 2,557	\$ 77,013
2033	\$ -	\$ 46,894	\$ -	\$ 11,724	\$ 58,618	\$ 16,516	\$ 2,557	\$ 77,691

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - Lakeland Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ 785,405	\$ 102,457	\$ 221,965	\$ 1,109,827	\$ -	\$ 16,342	\$ 1,126,169	\$ 105,622	\$ 21,923	\$ 1,253,714	26.5%	N/A
2027	\$ -	\$ 1,628,274	\$ 48,454	\$ 419,182	\$ 2,095,910	\$ -	\$ 16,342	\$ 2,112,252	\$ 110,140	\$ 21,923	\$ 2,244,315	26.5%	N/A
2028	\$ 47,716	\$ 1,853,472	\$ 37,751	\$ 472,806	\$ 2,411,744	\$ 61,096	\$ 16,184	\$ 2,489,024	\$ 114,851	\$ 21,923	\$ 2,625,798	26.5%	0.04
2029	\$ 49,811	\$ 1,874,808	\$ -	\$ 468,702	\$ 2,393,321	\$ 66,461	\$ 13,877	\$ 2,473,660	\$ 119,764	\$ 21,923	\$ 2,615,346	26.5%	0.04
2030	\$ 52,097	\$ 1,872,116	\$ -	\$ 468,029	\$ 2,392,242	\$ 72,468	\$ 13,877	\$ 2,478,587	\$ 124,886	\$ 21,923	\$ 2,625,397	26.5%	0.04
2031	\$ 54,549	\$ 2,093,296	\$ -	\$ 523,324	\$ 2,671,170	\$ 79,208	\$ 13,877	\$ 2,764,255	\$ 130,228	\$ 21,923	\$ 2,916,406	26.5%	0.04
2032	\$ 3,377,689	\$ 2,016,361	\$ -	\$ 504,090	\$ 5,898,140	\$ 2,987,644	\$ -	\$ 8,885,784	\$ 135,799	\$ 21,923	\$ 9,043,506	26.5%	1.47
2033	\$ 4,700,936	\$ 4,206,434	\$ -	\$ 1,051,609	\$ 9,958,978	\$ 4,273,327	\$ -	\$ 14,232,305	\$ 141,607	\$ 21,923	\$ 14,395,836	26.5%	1.95

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Lakeland

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 2,574	\$ 644	\$ 3,218	\$ 105,622	\$ 21,923	\$ 130,763
2027	\$ -	\$ 291,502	\$ 3,479	\$ 73,745	\$ 368,726	\$ 110,140	\$ 21,923	\$ 500,789
2028	\$ -	\$ 437,253	\$ 524	\$ 109,444	\$ 547,221	\$ 114,851	\$ 21,923	\$ 683,995
2029	\$ -	\$ 437,253	\$ -	\$ 109,313	\$ 546,567	\$ 119,764	\$ 21,923	\$ 688,253
2030	\$ -	\$ 437,253	\$ -	\$ 109,313	\$ 546,567	\$ 124,886	\$ 21,923	\$ 693,376
2031	\$ -	\$ 437,253	\$ -	\$ 109,313	\$ 546,567	\$ 130,228	\$ 21,923	\$ 698,718
2032	\$ -	\$ 437,253	\$ -	\$ 109,313	\$ 546,567	\$ 135,799	\$ 21,923	\$ 704,288
2033	\$ -	\$ 437,253	\$ -	\$ 109,313	\$ 546,567	\$ 141,607	\$ 21,923	\$ 710,097

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Lakeland

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 19,926	\$ 7,754	\$ 6,920	\$ 34,600	\$ -	\$ 159	\$ 34,759	0.6%	N/A
2027	\$ -	\$ 24,523	\$ 6,284	\$ 7,702	\$ 38,509	\$ -	\$ 159	\$ 38,668	0.6%	N/A
2028	\$ 47,716	\$ 103,970	\$ -	\$ 25,992	\$ 177,678	\$ 61,096	\$ -	\$ 238,774	0.6%	0.04
2029	\$ 49,811	\$ 125,306	\$ -	\$ 31,326	\$ 206,443	\$ 66,461	\$ -	\$ 272,904	0.6%	0.04
2030	\$ 52,097	\$ 122,614	\$ -	\$ 30,653	\$ 205,364	\$ 72,468	\$ -	\$ 277,832	0.6%	0.04
2031	\$ 54,549	\$ 121,763	\$ -	\$ 30,441	\$ 206,752	\$ 79,208	\$ -	\$ 285,961	0.6%	0.04
2032	\$ 52,667	\$ 136,119	\$ -	\$ 34,030	\$ 222,816	\$ 86,786	\$ -	\$ 309,602	0.6%	0.04
2033	\$ 55,222	\$ 150,475	\$ -	\$ 37,619	\$ 243,315	\$ 95,322	\$ -	\$ 338,638	0.6%	0.04

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - West Polk

City of Lakeland

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 765,479	\$ 92,129	\$ 214,402	\$ 1,072,009	\$ -	\$ 16,184	\$ 1,088,193	80.1%	N/A
2027	\$ -	\$ 1,312,249	\$ 38,691	\$ 337,735	\$ 1,688,675	\$ -	\$ 16,184	\$ 1,704,858	80.1%	N/A
2028	\$ -	\$ 1,312,249	\$ 37,227	\$ 337,369	\$ 1,686,845	\$ -	\$ 16,184	\$ 1,703,029	80.1%	N/A
2029	\$ -	\$ 1,312,249	\$ -	\$ 328,062	\$ 1,640,311	\$ -	\$ 13,877	\$ 1,654,189	80.1%	N/A
2030	\$ -	\$ 1,312,249	\$ -	\$ 328,062	\$ 1,640,311	\$ -	\$ 13,877	\$ 1,654,189	80.1%	N/A
2031	\$ -	\$ 1,534,280	\$ -	\$ 383,570	\$ 1,917,851	\$ -	\$ 13,877	\$ 1,931,728	80.1%	N/A
2032	\$ 3,325,021	\$ 1,442,989	\$ -	\$ 360,747	\$ 5,128,757	\$ 2,900,858	\$ -	\$ 8,029,615	80.1%	1.43
2033	\$ 4,645,714	\$ 3,618,706	\$ -	\$ 904,676	\$ 9,169,096	\$ 4,178,005	\$ -	\$ 13,347,101	80.1%	1.90

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ -
2029	\$ -
2030	\$ -
2031	\$ -
2032	\$ 5.57
2033	\$ 6.02

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Mulberry Combined Costs

Fiscal Year	Combined and Project Implementation Agreements								Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ -	\$ 56	\$ 14	\$ 70	\$ -	\$ -	\$ 70	\$ 2,090	\$ 434	\$ 2,594	0.0%	N/A
2027	\$ -	\$ -	\$ 76	\$ 19	\$ 95	\$ -	\$ -	\$ 95	\$ 2,180	\$ 434	\$ 2,708	0.0%	N/A
2028	\$ -	\$ -	\$ 11	\$ 3	\$ 14	\$ -	\$ -	\$ 14	\$ 2,273	\$ 434	\$ 2,721	0.0%	N/A
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,370	\$ 434	\$ 2,804	0.0%	N/A
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,471	\$ 434	\$ 2,905	0.0%	N/A
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,577	\$ 434	\$ 3,011	0.0%	N/A
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,687	\$ 434	\$ 3,121	0.0%	N/A
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,802	\$ 434	\$ 3,236	0.0%	N/A

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Mulberry

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 56	\$ 14	\$ 70	\$ 2,090	\$ 434	\$ 2,594
2027	\$ -	\$ -	\$ 76	\$ 19	\$ 95	\$ 2,180	\$ 434	\$ 2,708
2028	\$ -	\$ -	\$ 11	\$ 3	\$ 14	\$ 2,273	\$ 434	\$ 2,721
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,370	\$ 434	\$ 2,804
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,471	\$ 434	\$ 2,905
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,577	\$ 434	\$ 3,011
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,687	\$ 434	\$ 3,121
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,802	\$ 434	\$ 3,236

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - Polk City Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement		Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]	
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget				Conservation Budget
2026	\$ -	\$ 3,633	\$ 609	\$ 1,060	\$ 5,302	\$ -	\$ 77	\$ 5,379	\$ 1,868	\$ 388	\$ 7,635	0.1%	N/A
2027	\$ -	\$ 6,227	\$ 416	\$ 1,661	\$ 8,304	\$ -	\$ 77	\$ 8,381	\$ 1,948	\$ 388	\$ 10,717	0.1%	N/A
2028	\$ -	\$ 6,227	\$ 212	\$ 1,610	\$ 8,049	\$ -	\$ 77	\$ 8,125	\$ 2,031	\$ 388	\$ 10,544	0.1%	N/A
2029	\$ -	\$ 6,227	\$ -	\$ 1,557	\$ 7,784	\$ -	\$ 66	\$ 7,850	\$ 2,118	\$ 388	\$ 10,355	0.1%	N/A
2030	\$ -	\$ 6,227	\$ -	\$ 1,557	\$ 7,784	\$ -	\$ 66	\$ 7,850	\$ 2,209	\$ 388	\$ 10,446	0.1%	N/A
2031	\$ -	\$ 7,281	\$ -	\$ 1,820	\$ 9,101	\$ -	\$ 66	\$ 9,167	\$ 2,303	\$ 388	\$ 11,858	0.1%	N/A
2032	\$ 15,779	\$ 6,848	\$ -	\$ 1,712	\$ 24,338	\$ 13,766	\$ -	\$ 38,104	\$ 2,401	\$ 388	\$ 40,893	0.1%	0.01
2033	\$ 22,046	\$ 17,172	\$ -	\$ 4,293	\$ 43,511	\$ 19,826	\$ -	\$ 63,338	\$ 2,504	\$ 388	\$ 66,230	0.1%	0.01

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Polk City

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 172	\$ 43	\$ 215	\$ 1,868	\$ 388	\$ 2,471
2027	\$ -	\$ -	\$ 233	\$ 58	\$ 291	\$ 1,948	\$ 388	\$ 2,626
2028	\$ -	\$ -	\$ 35	\$ 9	\$ 44	\$ 2,031	\$ 388	\$ 2,463
2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,118	\$ 388	\$ 2,506
2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,209	\$ 388	\$ 2,596
2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,303	\$ 388	\$ 2,691
2032	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,401	\$ 388	\$ 2,789
2033	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,504	\$ 388	\$ 2,892

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - West Polk

City of Polk City												
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]		
2026	\$ -	\$ 3,633	\$ 437	\$ 1,017	\$ 5,087	\$ -	\$ 77	\$ 5,164	0.4%	N/A		
2027	\$ -	\$ 6,227	\$ 184	\$ 1,603	\$ 8,013	\$ -	\$ 77	\$ 8,090	0.4%	N/A		
2028	\$ -	\$ 6,227	\$ 177	\$ 1,601	\$ 8,005	\$ -	\$ 77	\$ 8,082	0.4%	N/A		
2029	\$ -	\$ 6,227	\$ -	\$ 1,557	\$ 7,784	\$ -	\$ 66	\$ 7,850	0.4%	N/A		
2030	\$ -	\$ 6,227	\$ -	\$ 1,557	\$ 7,784	\$ -	\$ 66	\$ 7,850	0.4%	N/A		
2031	\$ -	\$ 7,281	\$ -	\$ 1,820	\$ 9,101	\$ -	\$ 66	\$ 9,167	0.4%	N/A		
2032	\$ 15,779	\$ 6,848	\$ -	\$ 1,712	\$ 24,338	\$ 13,766	\$ -	\$ 38,104	0.4%	0.01		
2033	\$ 22,046	\$ 17,172	\$ -	\$ 4,293	\$ 43,511	\$ 19,826	\$ -	\$ 63,338	0.4%	0.01		

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ -
2029	\$ -
2030	\$ -
2031	\$ -
2032	\$ 5.57
2033	\$ 6.02

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Polk County Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement			Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget			
2026	\$ -	\$ 800,298	\$ 282,812	\$ 270,778	\$ 1,353,888	\$ -	\$ 7,935	\$ 1,361,823	\$ 91,168	\$ 18,923	\$ 1,471,914	18.1%	N/A
2027	\$ -	\$ 1,422,140	\$ 225,443	\$ 411,896	\$ 2,059,479	\$ -	\$ 7,935	\$ 2,067,414	\$ 95,068	\$ 18,923	\$ 2,181,405	18.1%	N/A
2028	\$ 1,631,728	\$ 4,328,832	\$ 6,463	\$ 1,083,824	\$ 7,050,847	\$ 2,089,293	\$ 2,513	\$ 9,142,654	\$ 99,135	\$ 18,923	\$ 9,260,711	18.1%	1.49
2029	\$ 1,703,374	\$ 5,058,448	\$ -	\$ 1,264,612	\$ 8,026,434	\$ 2,272,756	\$ 2,155	\$ 10,301,345	\$ 103,375	\$ 18,923	\$ 10,423,643	18.1%	1.49
2030	\$ 1,781,531	\$ 4,966,393	\$ -	\$ 1,241,598	\$ 7,989,522	\$ 2,478,174	\$ 2,155	\$ 10,469,852	\$ 107,797	\$ 18,923	\$ 10,596,571	18.1%	1.49
2031	\$ 1,865,404	\$ 4,971,767	\$ -	\$ 1,242,942	\$ 8,080,113	\$ 2,708,661	\$ 2,155	\$ 10,790,929	\$ 112,408	\$ 18,923	\$ 10,922,259	18.1%	1.49
2032	\$ 2,317,433	\$ 5,448,527	\$ -	\$ 1,362,132	\$ 9,128,091	\$ 3,418,302	\$ -	\$ 12,546,393	\$ 117,216	\$ 18,923	\$ 12,682,532	18.1%	1.71
2033	\$ 2,609,878	\$ 6,277,354	\$ -	\$ 1,569,338	\$ 10,456,570	\$ 3,908,555	\$ -	\$ 14,365,126	\$ 122,230	\$ 18,923	\$ 14,506,278	18.1%	1.78

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

Polk County

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 3,353	\$ 838	\$ 4,191	\$ 91,168	\$ 18,923	\$ 114,283
2027	\$ -	\$ 379,742	\$ 4,531	\$ 96,068	\$ 480,342	\$ 95,068	\$ 18,923	\$ 594,333
2028	\$ -	\$ 569,614	\$ 682	\$ 142,574	\$ 712,870	\$ 99,135	\$ 18,923	\$ 830,927
2029	\$ -	\$ 569,614	\$ -	\$ 142,403	\$ 712,017	\$ 103,375	\$ 18,923	\$ 834,315
2030	\$ -	\$ 569,614	\$ -	\$ 142,403	\$ 712,017	\$ 107,797	\$ 18,923	\$ 838,737
2031	\$ -	\$ 569,614	\$ -	\$ 142,403	\$ 712,017	\$ 112,408	\$ 18,923	\$ 843,348
2032	\$ -	\$ 569,614	\$ -	\$ 142,403	\$ 712,017	\$ 117,216	\$ 18,923	\$ 848,156
2033	\$ -	\$ 569,614	\$ -	\$ 142,403	\$ 712,017	\$ 122,230	\$ 18,923	\$ 853,170

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

Polk County										
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 681,419	\$ 265,151	\$ 236,643	\$ 1,183,213	\$ -	\$ 5,422	\$ 1,188,634	20.9%	N/A
2027	\$ -	\$ 838,605	\$ 214,903	\$ 263,377	\$ 1,316,885	\$ -	\$ 5,422	\$ 1,322,306	20.9%	N/A
2028	\$ 1,631,728	\$ 3,555,425	\$ -	\$ 888,856	\$ 6,076,009	\$ 2,089,293	\$ -	\$ 8,165,303	20.9%	1.49
2029	\$ 1,703,374	\$ 4,285,041	\$ -	\$ 1,071,260	\$ 7,059,676	\$ 2,272,756	\$ -	\$ 9,332,431	20.9%	1.49
2030	\$ 1,781,531	\$ 4,192,987	\$ -	\$ 1,048,247	\$ 7,022,764	\$ 2,478,174	\$ -	\$ 9,500,938	20.9%	1.49
2031	\$ 1,865,404	\$ 4,163,879	\$ -	\$ 1,040,970	\$ 7,070,253	\$ 2,708,661	\$ -	\$ 9,778,913	20.9%	1.49
2032	\$ 1,801,055	\$ 4,654,816	\$ -	\$ 1,163,704	\$ 7,619,575	\$ 2,967,797	\$ -	\$ 10,587,372	20.9%	1.49
2033	\$ 1,888,396	\$ 5,145,753	\$ -	\$ 1,286,438	\$ 8,320,588	\$ 3,259,709	\$ -	\$ 11,580,297	20.9%	1.49

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ 3.85
2029	\$ 4.19
2030	\$ 4.57
2031	\$ 4.99
2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - West Polk

Polk County										
Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 118,879	\$ 14,308	\$ 33,297	\$ 166,484	\$ -	\$ 2,513	\$ 168,997	12.4%	N/A
2027	\$ -	\$ 203,793	\$ 6,009	\$ 52,450	\$ 262,252	\$ -	\$ 2,513	\$ 264,765	12.4%	N/A
2028	\$ -	\$ 203,793	\$ 5,781	\$ 52,394	\$ 261,968	\$ -	\$ 2,513	\$ 264,481	12.4%	N/A
2029	\$ -	\$ 203,793	\$ -	\$ 50,948	\$ 254,741	\$ -	\$ 2,155	\$ 256,896	12.4%	N/A
2030	\$ -	\$ 203,793	\$ -	\$ 50,948	\$ 254,741	\$ -	\$ 2,155	\$ 256,896	12.4%	N/A
2031	\$ -	\$ 238,275	\$ -	\$ 59,569	\$ 297,843	\$ -	\$ 2,155	\$ 299,998	12.4%	N/A
2032	\$ 516,378	\$ 224,097	\$ -	\$ 56,024	\$ 796,499	\$ 450,505	\$ -	\$ 1,247,003	12.4%	0.22
2033	\$ 721,482	\$ 561,987	\$ -	\$ 140,497	\$ 1,423,965	\$ 648,846	\$ -	\$ 2,072,812	12.4%	0.30

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts based on the following estimated variable cost per thousand gallons delivered. Actual variable O&M may vary based on actual water delivered.

Variable Cost per kgal:

2023	\$ -
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
2028	\$ -
2029	\$ -
2030	\$ -
2031	\$ -
2032	\$ 5.57
2033	\$ 6.02

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Winter Haven Combined Costs

Fiscal Year	Combined and Project Implementation Agreements							Formation Agreement					
	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Total Project Budgets	Admin Budget	Conservation Budget	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 316,917	\$ 121,035	\$ 109,488	\$ 547,440	\$ -	\$ 2,682	\$ 550,122	\$ 48,208	\$ 10,006	\$ 608,336	6.7%	N/A
2027	\$ -	\$ 506,967	\$ 98,058	\$ 151,256	\$ 756,281	\$ -	\$ 2,682	\$ 758,962	\$ 50,270	\$ 10,006	\$ 819,238	6.7%	N/A
2028	\$ 729,819	\$ 1,777,649	\$ 790	\$ 444,610	\$ 2,952,867	\$ 934,473	\$ 257	\$ 3,887,597	\$ 52,420	\$ 10,006	\$ 3,950,024	6.7%	0.66
2029	\$ 761,864	\$ 2,103,982	\$ -	\$ 525,996	\$ 3,391,842	\$ 1,016,530	\$ 220	\$ 4,408,592	\$ 54,663	\$ 10,006	\$ 4,473,261	6.7%	0.66
2030	\$ 796,821	\$ 2,062,809	\$ -	\$ 515,702	\$ 3,375,332	\$ 1,108,407	\$ 220	\$ 4,483,959	\$ 57,001	\$ 10,006	\$ 4,550,966	6.7%	0.66
2031	\$ 834,335	\$ 2,053,312	\$ -	\$ 513,328	\$ 3,400,974	\$ 1,211,496	\$ 220	\$ 4,612,690	\$ 59,439	\$ 10,006	\$ 4,682,135	6.7%	0.66
2032	\$ 858,288	\$ 2,271,444	\$ -	\$ 567,861	\$ 3,697,593	\$ 1,373,406	\$ -	\$ 5,070,999	\$ 61,981	\$ 10,006	\$ 5,142,986	6.7%	0.69
2033	\$ 918,298	\$ 2,525,531	\$ -	\$ 631,383	\$ 4,075,211	\$ 1,524,224	\$ -	\$ 5,599,435	\$ 64,633	\$ 10,006	\$ 5,674,074	6.7%	0.69

Footnotes:

[1] Payment for proposed loans as provided by the PRWC's Financial Advisor. Please refer to the business plan report for updated assumptions about estimated loan repayment schedules.

[2] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[3] Amounts estimated based on the current water rights under Phase 1. Actual variable O&M may vary based on actual water delivered.

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - Formation and Combined Agreements

City of Winter Haven

Fiscal Year	Member Contributions [1]	Debt Service [2]	Line of Credit Interest Payments	Coverage Allowance [3]	Total Combined IA	Admin Budget [4]	Conservation Budget [4]	Annual Payments
2026	\$ -	\$ -	\$ 981	\$ 245	\$ 1,226	\$ 48,208	\$ 10,006	\$ 59,440
2027	\$ -	\$ 111,074	\$ 1,325	\$ 28,100	\$ 140,499	\$ 50,270	\$ 10,006	\$ 200,775
2028	\$ -	\$ 166,611	\$ 199	\$ 41,703	\$ 208,513	\$ 52,420	\$ 10,006	\$ 270,939
2029	\$ -	\$ 166,611	\$ -	\$ 41,653	\$ 208,264	\$ 54,663	\$ 10,006	\$ 272,932
2030	\$ -	\$ 166,611	\$ -	\$ 41,653	\$ 208,264	\$ 57,001	\$ 10,006	\$ 275,270
2031	\$ -	\$ 166,611	\$ -	\$ 41,653	\$ 208,264	\$ 59,439	\$ 10,006	\$ 277,709
2032	\$ -	\$ 166,611	\$ -	\$ 41,653	\$ 208,264	\$ 61,981	\$ 10,006	\$ 280,251
2033	\$ -	\$ 166,611	\$ -	\$ 41,653	\$ 208,264	\$ 64,633	\$ 10,006	\$ 282,902

Footnotes:

[1] Includes unfunded capital project costs allocated to the Combined Agreement, if any.

[2] Payment for existing and proposed loans. Includes the Planning Loan that was amended to fund the Test Production Wells.

[3] A 115% coverage is required per the bond resolution, but a 125% coverage target is necessary to meet the adopted reserve fund policy requirements.

[4] Amounts estimated based on the most recent available data and allowances for future inflation, if any.

Polk Regional Water Cooperative Projected Annual Payments - SE Wellfield

City of Winter Haven

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 304,777	\$ 118,593	\$ 105,843	\$ 529,213	\$ -	\$ 2,425	\$ 531,637	9.3%	N/A
2027	\$ -	\$ 375,081	\$ 96,119	\$ 117,800	\$ 589,000	\$ -	\$ 2,425	\$ 591,425	9.3%	N/A
2028	\$ 729,819	\$ 1,590,226	\$ -	\$ 397,557	\$ 2,717,602	\$ 934,473	\$ -	\$ 3,652,075	9.3%	0.66
2029	\$ 761,864	\$ 1,916,560	\$ -	\$ 479,140	\$ 3,157,563	\$ 1,016,530	\$ -	\$ 4,174,093	9.3%	0.66
2030	\$ 796,821	\$ 1,875,387	\$ -	\$ 468,847	\$ 3,141,054	\$ 1,108,407	\$ -	\$ 4,249,461	9.3%	0.66
2031	\$ 834,335	\$ 1,862,368	\$ -	\$ 465,592	\$ 3,162,294	\$ 1,211,496	\$ -	\$ 4,373,790	9.3%	0.66
2032	\$ 805,554	\$ 2,081,948	\$ -	\$ 520,487	\$ 3,407,988	\$ 1,327,399	\$ -	\$ 4,735,388	9.3%	0.66
2033	\$ 844,618	\$ 2,301,528	\$ -	\$ 575,382	\$ 3,721,528	\$ 1,457,962	\$ -	\$ 5,179,490	9.3%	0.66

Footnotes:

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2032	\$ 5.47
2033	\$ 6.01

[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Polk Regional Water Cooperative Projected Annual Payments - West Polk

City of Winter Haven

Fiscal Year	Fixed O&M	Debt Service [1]	Line of Credit Interest Payments	Coverage Allowance [2]	Total Base Costs	Variable O&M [3]	Member Funded [4]	Annual Payments	Water Allotment Percent	Firm AWS Capacity (MGD) [5]
2026	\$ -	\$ 12,140	\$ 1,461	\$ 3,400	\$ 17,002	\$ -	\$ 257	\$ 17,258	1.3%	N/A
2027	\$ -	\$ 20,812	\$ 614	\$ 5,356	\$ 26,782	\$ -	\$ 257	\$ 27,039	1.3%	N/A
2028	\$ -	\$ 20,812	\$ 590	\$ 5,351	\$ 26,753	\$ -	\$ 257	\$ 27,010	1.3%	N/A
2029	\$ -	\$ 20,812	\$ -	\$ 5,203	\$ 26,015	\$ -	\$ 220	\$ 26,235	1.3%	N/A
2030	\$ -	\$ 20,812	\$ -	\$ 5,203	\$ 26,015	\$ -	\$ 220	\$ 26,235	1.3%	N/A
2031	\$ -	\$ 24,333	\$ -	\$ 6,083	\$ 30,417	\$ -	\$ 220	\$ 30,637	1.3%	N/A
2032	\$ 52,734	\$ 22,885	\$ -	\$ 5,721	\$ 81,341	\$ 46,007	\$ -	\$ 127,348	1.3%	0.02
2033	\$ 73,680	\$ 57,392	\$ -	\$ 14,348	\$ 145,419	\$ 66,262	\$ -	\$ 211,681	1.3%	0.03

Footnotes:

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[4] Includes unfunded capital project costs, if any, and the allocated Annual WIFIA Service Fee until Base Rates are implemented.

[5] Firm capacity estimated at 95% of the overall design capacity of each project as water becomes available.

Agenda Item H.1.

1/15/2025

SUBJECT

Update on Southeast Wellfield Project (Information)

DESCRIPTION

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

- 1) Design and Cost Estimating;
 - a. Water Production Facility
 - b. Transmission Main
- 2) Bidding and Construction;
 - a. Production wells
 - b. Injection well
 - c. Water Production Facility
 - d. Transmission Main
- 3) Land acquisition;
- 4) Permitting;
- 5) 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

Agenda Item H.2.

1/15/2025

SUBJECT

Guaranteed Maximum Price (GMP-3) for the Southeast Wellfield Water Production Facility (Action)

DESCRIPTION

GMP-3 consists of the water production facility, production well site improvements, and raw water transmission main construction. Bid documents were based on the value engineering recommendations incorporated into the project at the 60% design milestone. Twelve (12) bid packages were developed by the Construction Manager-at-Risk (Florida Water Partners) to promote competition based on the various trades required to construct the project. The bid packages were advertised on September 8, 2024 with an original bid due date of October 24, 2024. The bid due date was subsequently extended to November 21, 2024 to allow additional time for bidder participation.

Bids were evaluated based on a number of factors, including price, qualifications, conformance with design requirements, delivery lead time, and warranty/service terms. After analysis of the bids and discussions between PRWC staff, Florida Water Partners and TeamOne, the total Guaranteed Maximum Price proposal for GMP-3 is \$214,454,324, inclusive of contingency, general conditions, bonds, insurance, and an 8% construction fee. This represents a 4.2% reduction in the cost as compared to the 90% construction estimate of \$223,785,551. Construction of the water production facility is expected to commence in March 2024 with substantial completion in September 2028. The GMP-3 proposal is attached as Exhibit A.

RECOMMENDATION

Request Board approve the Guaranteed Maximum Price (GMP-3) for the Water Production Facility, Production Well Sites, and Raw Water Transmission System.

FISCAL IMPACT

GMP-3 results in a fiscal impact of \$214,454,324. The EPA WIFIA loan (WIFIA ID - 19139FL) and SWFWMD Grant 20CF0003424 will be used to pay the costs to construct this portion of the project.

CONTACT INFORMATION

Mark Addison

SOUTHEAST LFA WELLFIELD PROJECT

GMP-3

Water Production Facility

January 7th, 2025





Table of Contents

Section 1:	Cover Letter
Section 2:	Exhibit “C” GMP Addendum Summary
Section 3:	Schedule 1 - CMAR’s Personnel
Section 4:	Schedule 2 - Contract Drawings & Specifications
Section 5:	Schedule 3 - GMP-3 Bid Breakdown
Section 6:	Schedule 4 - Clarifications, Assumptions, Exclusions & Allowances
Section 7:	WPF CPM Schedule

Section 1: Cover Letter

Florida Water Partners (FWP) is pleased to provide this Guaranteed Maximum Price #3 (GMP-3) for the Water Production Facility. These bid packages were advertised on September 9th, 2024, with bids received on November 21st, 2024. GMP-3 is for the complete construction of the WPF and is comprised of thirty-five bid packages. These bid packages were analyzed by FWP and the evaluation was completed with PRWC to determine the best value bidder for each bid package. The recommended subcontractor/suppliers are listed next to each bid package respectively and can be found in the GMP Summary in Section 5 – Schedule 3 – GMP Bid Breakdown.

GMP-3 Water Production Facility includes cost for performance and payment bonds, insurance, CMAR general conditions, CMAR contingency, and CMAR fee.

FWP will serve as the CMAR, furnishing construction administration and management services and will use the CMAR efforts to perform the Work in accordance with the Contract Documents.

GMP-3 scope of work description is included in Section 4 – Schedule 2 – Contract Drawings and Specifications and are combined with Section 6 – Schedule 4 Clarifications, Assumptions, Exclusions, and Allowances.

The GMP is based on a Notice to Proceed date of March 3, 2025. An administrative NTP is requested upon receiving approval from the Board to initiate contracts with vendors and subcontractors. The construction schedule for GMP-3 is provided Section 7.

Should you have any questions, comments, or wish to discuss the GMP package in greater detail, please feel free to contact us immediately.

Section 2: Exhibit 'C' GMP Addendum Summary

EXHIBIT "C"

GMP ADDENDUM
TO

Agreement between Polk Regional Water Cooperative and Construction Manager at Risk

Water Production Facility

Pursuant to the Agreement (the "Agreement") dated **11/16/2022** between Polk Regional Water Cooperative, an independent special district of the State of Florida (the "Cooperative") and FWP (the "CMAR"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the Cooperative and the CMAR hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The CMAR's (GMP) for the Work as defined in Section 6.1.3 and the CMAR's Fee as defined in Section 6.1.2, for the Construction Phase Services is **\$214,454,324**.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 CMAR's Personnel.

Schedule 2 Contract Drawings & Specifications.

Schedule 3 GMP Bid Breakdown.

Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Article 2, Section 2.1, the Project critical dates are as follow:

Water Production Facility

A. Limited Notice to Proceed date – **January 22, 2025**

B. Conditional Notice to Proceed date - **March 2025**

C. Project Substantial Completion Date 1285 Calendar days from Notice to Proceed

D. Project Final Completion Date **60** Calendar days after Substantial Completion

E. In the event the CMAR does not achieve Substantial Completion within the Contract Time, including approved extensions, the CMAR shall pay the Cooperative, as liquidated damages and not as a penalty, the sum of **\$1,200.00** per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

4. The CMAR shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of \$214,454,324.

5. The CMAR's Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be **8%** of the cost of work, as defined under section 6.1.3, and contingency. The CMAR's Fee shall be converted to a fix amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

6. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the CMAR is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of **2.25%** of the final Contract Amount and CMAR bonds will be cost at a fixed rate of **1.25%**. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the CMAR deems appropriate. There shall be no CMAR Overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized Project Administrators, as of the effective date.

**POLK REGIONAL WATER COOPERATIVE, an
independent special district of the State of Florida**

ATTEST:

By: _____

By: _____

Chairman
Board of Directors

Date: _____

Approved as to form and legal sufficiency:

Cooperative Attorney Date

Construction Manager at Risk.
a _____ corporation

Attest:

By: _____


Printed Name

Title: _____

Section 3: Schedule 1 – CMAR’s Personnel

SOUTHEAST WELLFIELD PROJECT CMAR GENERAL CONDITIONS - SALARY ONLY

POSITION	NAME	DURATION (MONTHS)	PERCENTAGE
ON-SITE STAFF			
SENIOR SUPERINTENDENT	RANDY WEST	42	100%
SENIOR SUPERINTENDENT	DREW DAVID	30	100%
SUPERINTENDENT	MAREK MEITUS	36	100%
FIELD ENGINEER	TBD	42	100%
SAFETY MANAGER	DANIEL GRECO	42	100%
SENIOR PROJECT MANAGER	TOM MANNING	42	50%
SENIOR PROJECT MANAGER	DREW GUMIENY	42	50%
PROJECT MANAGER	TED DUNDAS	36	100%
PROJECT MANAGER	JASON PECKETT	36	100%
ASSISTANT PROJECT MANAGER	ADAM GRUSAUSKAS	42	100%
PROJECT ENGINEER	ALEX GUITIAN	30	100%
PROJECT ENGINEER	KEVIN CRAWFORD	30	100%
PROJECT ENGINEER	NEW HIRE	36	100%
FIELD CLERK	TBD	42	100%
INTERN / CO-OP	TBD	36	100%
OFF-SITE STAFF			
PROJECT COORDINATOR	CORY PICKERAL	42	100%
VDC	BRIAN RUSH	42	11%



Section 4: Schedule 2 – Contract Drawings & Specifications

The following documents were used to develop GMP-3.

Water Production Facility

1. SOUTHEAST LFA WATER PRODUCTION FACILITY TECHNICAL SPECIFICATIONS, BID SET SUBMITTAL dated August 2024 prepared by TeamOne.
2. SOUTHEAST LFA WATER PRODUCTION FACILITY 95% DESIGN SUBMITTAL drawings, dated August 2024 prepared by TeamOne.
3. Addendums 1 thru 4.
4. PRWC SOUTHEAST RAW WATER MAIN, CONSTRUCTION PACKAGE NO. 12, TECHNICAL SPECIFICATIONS, BID SET SUBMITTAL, dated SEPTEMBER 2024.
5. PRWC SOUTHEAST RAW WATER MAIN, CONSTRUCTION PACKAGE NO. 11 dated SEPTEMBER 2024.
6. Geotechnical Engineering Report – PRWC SE Wellfield WTPF, dated February 16, 2023 prepared by Madrid CPWG.

LARGE FILES TO BE PROVIDED SEPARATELY

Section 5: Schedule 3 – GMP Bid Breakdown

Enclosed is the GMP-3 summary and backup.

Below is a list of Bid Packages that will be re-evaluated. After re-evaluation, cost differences will be adjusted through the CMAR Contingency.

1. Bid Package 03 - Paintings and Coatings
 - a. GMP-3 includes \$1,896,801 for the Paintings and Coatings scope. This number will be re-evaluated once a coatings schedule is completed.
2. Bid Package 09 - Irrigation and Landscaping
 - a. A budget of \$500,000 is included in the GMP for completion of the irrigation and landscaping scope of work which will be coordinated later during construction. Any additional costs exceeding the budget will be covered by the CMAR contingency.
3. Bid Package 11.04 - Horizontal Centrifugal Slurry Pumps and Hydrocyclone
 - a. GMP-3 includes \$481,500 for the Slurry Pumps and Hydrocyclone. This number will be re-evaluated once the complete scope of supply is determined.
4. Bid Package 11.10 - Submersible Sump Pumps
 - a. GMP-3 includes \$10,700 for the submersible sump pumps. No bids were received for these pumps. Additional bids will be solicited.

Summary of Cost PRWC Southeast Water Production Facility - GMP 3

Package Number	Package Description	Amount	Best Value Proposal (Subcontractor / Supplier)
	General Conditions	\$ 18,444,456	
BP-02	Building Contractor	\$ 10,445,168	Wharton Smith
BP-03	Painting and Coatings	\$ 1,896,801	Exceletech
BP-04	Concrete	\$ 5,606,000	Intecrete
BP-05	Electrical	\$ 44,910,782	Cogburn Brothers Electric
BP-06	Fencing	\$ 333,728	Rose Fence
BP-07	Prestressed Concrete Tank	\$ 2,105,000	Precon
BP-08	Instrumentation and Controls	\$ 4,692,806	GCS
BP-09	Irrigation and Landscaping	\$ 500,000	Budget
BP-10	Plant Contractor	\$ 40,365,000	Florida Water Partners
BP-11.01	SS Slide Gates	\$ 147,437	Fontaine
BP-11.02	Platform Scale and Load Cells	\$ -	With BP-08
BP-11.03	Shaftless Screw Conveyors	\$ 817,480	JDV
BP-11.04	Horiz. Cent. Slurry Pumps and Hydrocyclone	\$ 481,500	Budget
BP-11.05	Horiz. Cent. Pumps	\$ 137,667	Flowserve
BP-11.06	Axially Split Cent. Pumps	\$ 523,028	Flowserve
BP-11.07	Multistage Cent. Pumps	\$ 1,376,806	Goulds
BP-11.08	Vert. Multi. Cent. Pumps	\$ 130,824	Goulds
BP-11.09	Vert. Turbine Cent. Pumps	\$ 3,072,410	Flowserve
BP-11.10	Sub. Sump Pumps	\$ 10,700	Budget
BP-11.11	Sub Cent. Pumps	\$ 182,489	Wilo
BP-11.12	Sub. Vert. Turbine Pumps	\$ 2,642,269	Flowserve
BP-11.13	Chemical Metering Pumps	\$ 300,927	Blue-White
BP-11.14	Polyethylene Tanks	\$ 134,163	Polyprocessing
BP-11.15	FRP Storage Tanks	\$ 182,534	Belco
BP-11.16	CO2 Storage & Handling	\$ 1,721,732	Blue-Green
BP-11.17	Polymer Blending & Feed Equ	\$ 78,431	USGI
BP-11.18	Rapid Mixing Equipment	\$ 539,809	SPX Flow
BP-11.19	Static Mixers	\$ 156,134	Heyward
BP-11.20	Thickener Equipment	\$ 2,878,480	Westech
BP-11.21	Self-Cleaning Strainers	\$ 691,841	Boll
BP-11.22	RO Membrane System	\$ 4,795,679	Biwater
BP-11.23	Dewatering Equipment	\$ 4,746,981	Westech
BP-11.24	Air Stripping Tower System	\$ 808,920	Bioair
BP-12	Raw Water Main	\$ 13,321,978	John D Stephens
BP-13	Site Work	\$ 7,465,754	Providence
	Testing & Inspection Fees	\$ 250,000	
	Permit Fees	\$ 500,000	
	Unsuitable Soils	\$ 50,000	
	Building Signage	\$ 20,000	
SUBTOTAL CONSTRUCTION COSTS		\$ 177,465,714	(a)
CONTINGENCIES			
	Insurance Deductible	By PRWC	
	Duke Energy Permanent Power Fees	By PRWC	
8.50%	CMAR Contingency	\$ 15,084,586	
SUBTOTAL CONTINGENCY COSTS		\$ 15,084,586	(b)
INDIRECT COST			
8.00%	Construction Fee ((a+b) x 8.00%)	\$ 15,404,024	(c)
	Bonds and Insurance	\$ 6,500,000	(d)
GMP-3 TOTAL (a+b+c+d)		\$ 214,454,324	(e)

Section 6: Schedule 4 – Clarifications, Assumptions, & Exclusions

General:

1. GMP and project schedule provided are contingent on easements acquired so that the start-up and commissioning is not delayed due to the SETM scope of work. In order for full acceptance both projects are required to be substantially completed. The schedule provided is preliminary and will be updated once IFC drawings are issued.
2. FWP's schedule includes general conditions for a maximum of 42 months. If the project is unable to be completed within 42 months from NTP due to delays in the SETM being completed because of easement delays, permitting delays, etc. FWP reserves the right to use the CMAR contingency for additional GCs required.
3. Permit costs exceeding \$500,000 are to be paid for by PRWC.
4. Testing and Inspection Fees exceeding \$250,000 are to be paid for by PRWC.
5. It is assumed that there is no species mitigation required for the WPF, raw water line, or raw water well sites. No costs have been included for any survey or relocation costs and efforts.
6. The GMP is based on a NTP date of March 3, 2025. An administrative NTP is requested on January 22, 2025 after board approval to allow for purchase orders and subcontracts to be issued.
7. FM Global requirements that are not incorporated into the bidding documents and design are excluded. Notes or statements that place FWP in position to determine what FM Global requirements may be required in addition to the design docs are likewise excluded.
8. Furnish and install of all CO2 required for commissioning, final acceptance testing, plant turnover and initial tank fill are excluded and will be handled through contingency. Start-up services are included in the GMP.
9. Furnish and install of all chemicals required for commissioning, final acceptance testing, plant turnover and initial tank fill are excluded and will be handled through contingency. Start-up services are included in the GMP.
10. Furnish and install of all gypsum required for seeding, commissioning, final acceptance testing, and plant turnover are excluded and will be handled through contingency. Start-up services are included in the GMP.
11. It is assumed all costs associated with disposal of gypsum waste created during plant startup will be by PRWC. No costs for disposal are included in this GMP.
12. No costs are included for any and all travel expenses associated with any witness testing requirements.
13. FWP has not included any cost or time allowance that can be added by PRWC at their discretion. Any additional time allowance PRWC adds will be evaluated and additional costs will be provided.
14. It is assumed monitoring wells onsite will produce enough clean water for temporary construction water required for all construction and leak testing of concrete structures since no potable water source is available close to site.

15. It is assumed monitoring wells onsite will produce enough clean water to fill the ground storage tank. This water will be used for flushing and functional testing of WPF process equipment and piping. It is assumed left over water after flushing and functional testing can be disposed to onsite stormwater pond.
16. It is assumed untreated raw water produced by production wells during development of the production wells before being discharged into the raw water main can be discharged no more than 100 feet from the production wellhead.
17. It is assumed that production wells can be used to flush the raw water main with untreated raw water to the WPF. Untreated raw water used for flushing will be disposed of by discharging into onsite stormwater pond.
18. It is assumed raw water can be used as source water for disinfection of the raw water main and WPF. Chlorinated water for disinfection is assumed to be able to be dechlorinated and disposed of into onsite stormwater pond.
19. Pre-FDEP Clearance Functional Testing – All process equipment will be mechanically checked out by the Manufacturers, energized, and communications established. The plant's integrator will then conduct a testing simulation per 40_61_33 and then Florida Water Partners (and its Subcontractors) will perform the tests per the durations in the Functional Testing Requirements Chart found in Attachment G of 01_75_17. Any water generated for this testing will be stored on site or sent down the deep injection well.
20. Post-FDEP Clearance Functional Testing – The Owner will test the High Service Pump Station and send water to distribution per a period of (4) days per Attachment G of 01_75_17. Upon conclusion of the (4) day test, Florida Water Partners will be able to assist the Owner in an additional (7) day Final Performance Test period. The plant will be operated by the Owner during this period and all power and chemical consumption will be by PRWC. It will be up to Owner discretion on how much water would be able to be sent out to distribution as the consumption need is unknown at this time. A similar approach was taken with the Polk County Central Regional Water Production Facility which was commissioned in 2019.
21. At the time that the Work is completed onsite, excluding functional testing, FWP will request a final punch list walkthrough of the plant facility and for all the work associated with GMP-3 independent of substantial completion.
22. FWP will not be responsible for paying builders risk deductibles and CMAR Contingency will not be utilized to pay for deductibles in the event of a claim.
23. GMP-3 includes \$6,500,000 to pay for bonds and insurance. If this is not enough, the overrun will pull from contingency. Bond and insurance costs that extend beyond the 42 months will be funded out of contingency at that time provided the extension is not the result of an FWP delay.

Concrete:

1. Concrete mix designs are not NSF61 certified.

Electrical:

1. Electrical equipment continues to see an increase in lead times across the industry. An expedited review of submittals will be requested to allow proper release of equipment to not delay the project.

Instrumentation and Controls:

1. 04N01 – PC-30-99-01 and PC-30-99-02 cannot be found on the contract drawings and are not carried in GMP #3. FWP considers this part of the “Core Switches” and per Note 1 on 03N01, is not part of scope.
2. 04N02 – All panels pertaining to the Transmission Boosters Stations (PCI and Auburndale), the (16) Remote Metering Stations, and Well 16 PCM and VFD are excluded from GMP-3. Contingency can be utilized to coordinate/procure once design is finalized such that the same integrator is utilized for the entire project.
3. Scada License (VT Scada Dual Server Premium) 25,000 I/O Tags is being included. There are varying levels of the licensing, so owner coordination will be needed to finalize.
4. Hirschmann Industrial HiVision is required but vary in cost depending on owner preference. A budget of \$9,392.61 is being carried.
5. Panduit IntraVue was specified but is discontinued. A budget of \$1,200.00 is being carried for the replacement.

Irrigation and Landscaping:


1. A budget of \$500,000 is included in the GMP for completion of the irrigation and landscaping scope of work which will be coordinated later during construction. Any additional costs exceeding the budget will be covered by the CMAR contingency.

Plant Contractor:

1. Does not include furnish and install of all chemicals required for start-up and initial fill.
2. Does not include furnish and install of CO2 required for start-up and initial fill.
3. Does not include furnish and install of gypsum for seeding and start-up.
4. Does not include furnish and installation of all hydrocyclone process equipment and associated piping/metals/electrical/I&C presented in Addendum 4.
5. Insurance deductibles are not included.

Process Equipment:

1. A separate document will be provided including all process equipment selected with backup proposals delineating any specification deviations that are included. Any deviations not acceptable to the Owner or Engineer, FWP will utilize the CMAR contingency to cover any additional costs as a result of the submittal review.
2. “Or Equal” process equipment has been selected and carried in the GMP for best value. During the submittal phase of the project, if Engineer or Owner determines the selected equipment is not an “Or Equal”, FWP will utilize the CMAR contingency to cover the cost of changing the process equipment.
3. All heat tracing of chemical tanks and piping is excluded.
4. A budget of \$481,500 is being carried for the horizontal centrifugal slurry pumps and hydrocyclones and will be bid out once the ITB documents are produced. Any additional costs exceeding the budget will be covered by the CMAR contingency. Any cost savings will be re-allocated to the CMAR Contingency.

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5. A budget of \$10,700 is being carried for the submersible sump pumps and will be bid out once the ITB documents are produced. Any additional costs exceeding the budget will be covered by the CMAR contingency. Any cost savings will be re-allocated to the CMAR Contingency.
 6. Blue-Green has been selected for the CO2 system supplier with a vertical tank configuration. If horizontal tank configuration is desired, contingency will be utilized.

Site Work:

1. Asphalt paving was carried in the Sitework package. Due to this work not taking place until the end of the project, FWP plans to use the CMAR Contingency to cover any escalation costs associated with this work.

Southeast Wellfield Project, Phase 1 - Construction Phase (GMP-3 Plant Work)

Coverage	Carrier	Policy Term	Limit	Retention/ Deductible
General Liability	Great American	12/9/2024 - 4/1/2029	\$2,000,000 Per Occurrence \$4,000,000 General Aggregate \$4,000,000 Products/Completed Ops Aggregate	\$100,000
Excess Liability - Lead 25M	Various	12/9/2024 - 4/1/2029	\$25,000,000 Per Occurrence/\$25,000,000 Aggregate	\$0
Excess Liability - 25M excess 25M Limit	Various	12/9/2024 - 4/1/2029	\$25,000,000 Per Occurrence/\$25,000,000 Aggregate	\$0
Excess Liability - 50M excess 50M Limit	Various	12/9/2024 - 4/1/2029	\$50,000,000 Per Occurrence/\$50,000,000 Aggregate	\$0
Excess Liability - 25M excess 100M Limit	Various	1/6/2025 - 4/1/2029	\$25,000,000 Per Occurrence/\$25,000,000 Aggregate	\$0
Auto Liability	Liberty Mutual	12/9/2024 - 4/1/2029	\$1,000,000 Combined Single Limit	\$0
Worker's Compensation/Employer's Liability	Liberty Mutual	12/9/2024 - 4/1/2029	Work Comp: Statutory Employer's Liability: \$1M/\$1M/\$1M	\$0
Contractor's Pollution Liability	Hartford	12/9/2024 - 4/1/2029	\$10,000,000 Each Claim \$10,000,000 Aggregate	\$25,000
Builder's Risk	AXA XL	3/1/2025 - 12/1/2028	Varies - See BR Summary	Varies - See BR Summary
Riggers Legal Liability	Travelers	TBD	\$2M/Any One Lift	\$5,000
Equipment	Travelers	TBD	TBD	TBD

Insurance cost included is for GMP-3 only. Additional insurance cost will be included with future GMP's as they are developed.



January 2, 2025

Attn: Mark Addison - PRWC

Re: Response to PRWC's Comments on GMP-3

FWP received comments from PRWC regarding the GMP-3 submission on December 26th, 2024. Responses to those comments are listed below.

GMP-3 Comments/Questions

Section 1 – Cover Letter

PRWC: Why is the GMP based on a closed book lump sum agreement? This approach appears to be inconsistent with the CMAR Agreement.

FWP Response: The intent was to affirm prior conversations between PRWC and FWP that the GMP-3 is not time and material or cost-plus. The wording of "closed book lump sum agreement" has been removed from the cover letter.

Section 2 – GMP Addendum Summary

PRWC: Revise LD cost to \$1,200/day.

FWP Response: This is acceptable to FWP but please provide information on how this amount was determined.

Section 3 – CMAR's Personnel

PRWC: Indicate percentages based on a duration of 42 months.

FWP Response: Percentages will be adjusted on the CMAR Personnel schedule.

Section 4 – Contract Drawings & Specifications

PRWC: Correct the list of submittals. The RWM set does not appear to be included, and the plant bid set appears to be listed twice.

FWP Response: The final GMP deliverable will be updated to correctly reference the drawings and specifications upon which the GMP was based.

Section 5 – GMP Bid Breakdown

1. PRWC: General Conditions: Costs for General Conditions (\$18M), Building Contractor (\$10M), Plant Contractor (\$40M), totaling \$69.3M are self-performed by FWP. These costs likely include Overhead & Profit (OH&P), insurance, bonding, and construction fees, which, based on the GMP Summary Table percentages, contribute an additional \$7.8M. This layering of fees results in a double markup. Furthermore, given the scope and direct involvement of FWP, these costs should not require contingency funding.
FWP Response (Part 1): As discussed on 12/30/24, no changes will be made.
FWP Response (Part 2): Contingency use will be per the contract.
2. PRWC: Pg. 13 (Coatings): The interior of the reactors/SHT will not be coated. Please eliminate this line item from the painting/coatings scope (~\$355k)

FWP Response: FWP must verify with Coating Package bidders the value of the deduct for this line item.

3. PRWC: Pg. 14 (Coatings): The math for painting/coatings bidders doesn't add up. However, just looking at the totals, Cypress was \$700k cheaper than Exceletech.
FWP Response: Math appears to be correct on the bid evaluation tab. No detailed coating schedule was included in the project documents so 10% was added to each bid. FWP is not comfortable using the low bidder. Once a coating schedule is provided a firm price will be provided and the change in cost will be re-allocated to the CMAR Contingency.
4. PRWC: Pg. 16 (Electrical): Electrical costs appear disproportionately high relative to the overall project budget. Electrical costs typically account for 16-20% of direct costs whereas the Cogburn pricing is about 33% of direct costs. Please provide the electrical bid manual and Cogburn's bid for further review.
FWP Response: As discussed on 12/30/24, the electrical bid is actually 20% of the total GMP. Normal range is 20-25%. Electrical cost comparisons based on cost of work will result in a higher percentage, however that is not how the rule-of-thumb is calculated. FWP provided the electrical bid manual and Cogburn's bid to TeamOne on 12/31/24 as requested.
5. PRWC: Pg 21 (Plant Contractor): Why is there only one (1) bid for this package? Why did yard piping increase \$2.1 million from 90% to GMP (\$12.7M to \$14.8M)? Please provide the detailed cost breakdown.
FWP Response (Part 1): The Master Plant Contractor (MPC) package was publicly advertised and all the capable firms were directly invited. Additional firms were requested from Team One. Only receiving one bid is a function of the market and the location of the project. FWP has previously provided a Market Analysis and Stimulation of Bidders Plan that details the steps taken to generate interest in the Plant Contractor Package. Additional conversations were had about the lack of interest in the project. FWP has allocated the appropriate resources for this project while passing on other opportunities to ensure success for PRWC.

FWP Response (Part 2): The yard pipe value in the 90% estimate (\$12.7M) and the yard pipe value in the MPC bid (\$14.8M) are not based on equal scopes. MPC bid package included site work items that were originally in the "Site Work" breakdown in the 90% estimate. There is a relative correlation of the "Site Work" pricing reducing from 90% to GMP compared to the increase in "Yard Piping".
6. PRWC: Pg 24 (Conveyors): Where is JMS and KWS's bid? JMS was the basis of design and seemed very confident in the system.
FWP Response: These vendors did not submit a bid.
7. PRWC: Pg 26 (Slurry Pumps): No bid received from Weir for the slurry pumps? TeamOne received a proposal on 11/20, noting all of the discussed changes (e.g. pump hp and hydrocyclones).
FWP Response: As discussed on 12/30/24, FWP will carry a budget price for these pumps based on an unofficial proposal received post bid. Evaluation will be made after the GMP submission and the unused funds will be re-allocated to the CMAR Contingency.
8. PRWC: Pg 37 (RW Well Pumps): Need to evaluate Simflo pumps further based on a savings of \$1.2M and 24 weeks delivery.
FWP Response: As discussed on 12/30/24, TeamOne will research Simflo, however GMP will be based on Flowserve. If Simflo is acceptable and lower cost, a credit to PRWC will be issued.

9. PRWC: Pg 43 (CO2): We recommend basing the GMP off of Tomco rather than Blue-Green (different design and 50+ ft vertical tank).
FWP Response: As discussed on 12/30/24 the GMP will be based on Blue-Green and contingency funds will be utilized if necessary to ensure Blue-Green system is compatible with TeamOne design. It is unlikely that FWP will come to terms with Tomco. Alternative solutions include PRWC directly purchasing from Tomco and protecting FWP from any contractual flow downs that otherwise put risk on FWP.
Additional FWP Comment: After further discussions between FWP, PRWC and Carollo, GMP-3 will include Blue-Green for the CO2 equipment supply.
10. PRWC: Pg 57 (Belt Filters): Does FWP have an update on discussions with Andritz? The PRWC would rather see Andritz than WesTech.
FWP Response: As discussed on 12/30/24, GMP will be based on WesTech.
11. PRWC: Why did insurance go from 1.75% to 2% on GMP total? Please provide the cost justification for this increase.
FWP Response: The increase in insurance percentage was a function of three changes: coverage limits were increased, a request was made to have builders risk cover all project cost, and a leg three policy was added. The final GMP will include a PDF record of insurance decisions made in late 2024 to clearly document what is included in GMP-3.
12. PRWC: Why has insurance deductible increased from \$250,000 to \$6,000,000?
FWP Response: A \$250k deductible amount was used in the 90% estimate under an assumption that the CMAR contract would be changed so that the deductibles would not be the responsibility of the CMAR. As discussed on 12/30/24, FWP cannot be held responsible for paying builder's risk deductibles. The GMP would need to be renegotiated if this is not clearly eliminated as a FWP risk as the fee structure does not consider the possibility of FWP being responsible for paying deductibles of the magnitude envisioned for this project. PRWC mentioned the possibility of removing the insurance deductible value entirely from the GMP. FWP clarifications to final approved GMP would require an indication that (1) FWP will not be responsible for paying builders risk deductibles and (2) that CMAR Contingency will not be utilized to pay for deductibles in the event of a claim.
Additional FWP Comment: The \$6,000,000 deductible allowance has been removed from GMP-3. PRWC responsible for all deductibles.
13. PRWC: Construction fee calculation is not correct. Should be \$15,986,171 w/o insurance deductible. Also, construction fee should not increase because of an increase in contingency.
FWP Response: As discussed on 12/30/24, the cover sheet will stay as-is with fee being calculated on the contingency amount. The only change will be excluding fee calculation on the insurance deductible (per previous item, PRWC may choose to remove the insurance deductible from the GMP coversheet entirely).
Additional FWP Comment: Construction Fee calculation has been modified on Summary of Cost.
14. PRWC: The CMAR contingency amount is very high given the 100% design package. Please provide a detailed breakdown for each contingency item, including specific descriptions and costs associated with them.
FWP Response: As discussed on 12/30/24, the contingency amount is acceptable and will not be modified.
15. PRWC: Insurance and bonds should be on cost of work, not GMP total.
FWP Response: Bonds and Insurance must be calculated from the total contract amount.

Section 6 – Clarifications, Assumptions & Exclusions

1. PRWC: Bullet 4 (General): Recommend defining / clarifying “Testing and Inspection Fees”.
FWP Response: “Testing and Inspection Fees” can be a number of tests such as concrete cylinder, soil density testing and coatings testing. They could also be other third-party testing not defined to be supplied in the individual bid packages. Any cost paid for by the Testing & Inspection Fees line item shall be approved by PRWC.
2. PRWC: Bullet 7 (General): Please remove FM Global requirements.
FWP Response: Clarification will be revised to say “FM Global requirements that are not incorporated into the bidding documents and design are excluded. Notes or statements that place FWP in position to determine what FM Global requirements may be required in addition to the design docs are likewise excluded.”
3. PRWC: Bullet 8, 9, and 10 (General): Complete startup, commissioning and testing should be required and included in the GMP. Please clarify which of the S&C/T costs were included in the 90% estimate.
FWP Response: As discussed on 12/30/24 start-up, commissioning, and testing is included. Chemicals used during the S&C/T are excluded. Cost for these items will be paid for out of contingency. This will save PRWC money by only paying for what is needed. These bullets have been modified to note that startup services are included in the GMP. See response below for additional context.
4. PRWC: Bullet 20 (General): The final acceptance testing and procedures should include continuous operations at 100% design capacity for no less than a 30-day consecutive period. This should include raw water conveyance, water production, treatment, gypsum saturation, dewatering, and high-service pumping capacity. What, if any, process guarantee exists? If none, one should be developed. What is the overall project warranty period?
FWP Response (Part 1): PRWC will provide certified operators to run the facility while FWP provides support. Run time required to obtain DEP clearance to produce water for public distribution will count towards successful run testing. It is unclear at this time if the member agencies receiving water will be capable of accepting enough water to run the facility at 100% capacity for 30 days. Successful final acceptance testing, and thus final completion, cannot be withheld from FWP due to limitations from PRWC members inability to receive water.

FWP Response (Part 2): As discussed on 12/30/24, FWP is not responsible for any process guarantees.

FWP Response (Part 3): Warranty period is per the agreement.
5. PRWC: Bullet 21 (General): As CMAR FWP assumes all risks. Why would PRWC be responsible for insurance claims arising from FWP's insurance?
FWP Response: See responses above.
6. PRWC: Concrete: Concrete in contact with potable water should either be NSF61 certified or coated appropriately.
FWP Response: TeamOne to advise if NSF61 rating is required for concrete and if so, which locations and what type of coatings are necessary. FWP will then go to the markets and obtain pricing for coatings. As discussed on 12/30/24, it was not clear if this question raised a concern or not, however this is not within FWP scope to determine if it's a requirement. Note that it is not possible to obtain NSF61 rating from concrete supply companies.
7. PRWC: Plant Contractor: Excluding startup is unacceptable. Complete startup, commissioning, and testing should be required and included in the GMP.

FWP Response: Startup, commissioning and testing is being covered by the CMAR.
See responses above.

8. PRWC: Plant Contractor: "Insurance deductibles are not included" – same comment as above.

FWP Response: See responses above.

9. PRWC: Process Equipment: Deviations or "Or Equal" selections that draw from contingency funds are unacceptable within a GMP framework.

FWP Response: As discussed on 12/30/24 FWP is not qualified to determine "or equal" status for suppliers. We request Carollo verify all "or equal" suppliers before we commit to GMP pricing. Contingency funds will be used to cover any additional cost for equipment changes due to "or equal" approval.

Section 7 - Schedule

PRWC: Recommend adding startup and commissioning to the project schedule.

FWP Response: FWP will provide a baseline schedule after GMP and once we secure commitments and schedules from all subcontractors and suppliers.

Additional FWP Comments:

1. There are two bid packages where FWP is not recommending the low bidder as the best value. These packages are Paintings and Coatings and Submersible Vertical Turbine Pumps. There are also two bid packages that we are carrying budget number on. These are Horizontal Centrifugal Slurry Pumps and Submersible Sump Pumps. Any changes in cost from what is shown in the GMP will be re-allocated back to PRWC through the contingency. These costs will be called out in section 3 of the GMP document.
2. Reference in responses above to a meeting on 12/30/24 are based upon the 3 pm Teams call to discuss PRWC comments dated 12/26/24. Meeting included the following individuals:
 - PRWC: Mark Addison, Eric Dehaven
 - FWP: Tom Manning, Ted Dundas, Eric Wagner
 - TeamOne: Mary Thomas, Christian Karavangelos

If you have any questions or need further information, do not hesitate to contact Tom Manning at 407-466-4185.

Sincerely,
FWP



Tom Manning
Senior Project Manager



Section 7: WPF – CMAR CPM Schedule

Please see the following pages for the CPM Schedule for GMP-3. This is preliminary and based on the CMAR's overall project schedule. Project schedules from successful bidders will be requested and submitted following final IFC drawings.

#	Activity Name	Original Duration	Remaining Duration	Start	Finish	2025												2026												2027												2028											
						M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D		
1	PRWC Water Production Facility (GMP-3)	947	947	03-Mar-25	03-Nov-28	[Summary bar]																																															
2	Milestones	947	947	03-Mar-25	03-Nov-28	[Summary bar]																																															
3	Notice to Proceed	0	0	03-Mar-25		03-Mar-25, [Milestone]																																															
4	Mobilization	0	0	31-Mar-25		31-Mar-25, [Milestone]																																															
5	Substantial Completion	0	0		08-Sep-28	08-Sep-28, [Milestone]																																															
6	Final Completion	0	0		03-Nov-28	03-Nov-28, [Milestone]																																															
7	Commisioning	397	397	04-Mar-27	08-Sep-28	[Summary bar]																																															
8	Closeout	40	40	11-Sep-28	03-Nov-28	[Summary bar]																																															
9	Permitting	110	110	03-Mar-25	05-Aug-25	[Summary bar]																																															
10	Public Water System Operations	20	20	03-Mar-25	28-Mar-25	[Bar]																																															
11	Environmental Resource Permit	20	20	03-Mar-25	28-Mar-25	[Bar]																																															
12	Gopher Tortoise Take Permit	90	90	03-Mar-25	08-Jul-25	[Bar]																																															
13	Deep Injection Well Test	60	60	03-Mar-25	23-May-25	[Bar]																																															
14	Deep Injection Well Operations	110	110	03-Mar-25	05-Aug-25	[Bar]																																															
15	Polk County WRF Site	20	20	03-Mar-25	28-Mar-25	[Bar]																																															
16	Polk County Well Sites	20	20	03-Mar-25	28-Mar-25	[Bar]																																															
17	Polk County Building Trades	20	20	03-Mar-25	28-Mar-25	[Bar]																																															
18	Administration	639	639	03-Mar-25	31-Aug-27	[Summary bar]																																															
19	Issue Bid Manual Contracts	60	60	03-Mar-25	23-May-25	[Bar]																																															
20	Division 03 Concrete Submittal Review & Fabrication	110	110	28-Apr-25	01-Oct-25	[Bar]																																															
21	Division 04 Masonry Submittal Review & Fabrication	80	80	28-Apr-25	19-Aug-25	[Bar]																																															
22	Division 05 Metal Submittal Review & Fabrication	140	140	10-Mar-25	24-Sep-25	[Bar]																																															
23	Division 06 Wood/Plastics Submittal Review & Fabrication	120	120	28-Apr-25	15-Oct-25	[Bar]																																															
24	Division 07 Thermal And Moisture Protection Submittal R	120	120	28-Apr-25	15-Oct-25	[Bar]																																															
25	Division 08 Openings Submittal Review & Fabrication	180	180	28-Apr-25	13-Jan-26	[Bar]																																															
26	Division 09 Finishes Submittal Review & Fabrication	140	140	28-Apr-25	12-Nov-25	[Bar]																																															
27	Division 10 Specialties Submittal Review & Fabrication	140	140	28-Apr-25	12-Nov-25	[Bar]																																															
28	Division 11 Equipment Submittal Review & Fabrication	220	220	28-Apr-25	10-Mar-26	[Bar]																																															
29	Division 12 Furnishings Submittal Review & Fabrication	140	140	28-Apr-25	12-Nov-25	[Bar]																																															
30	Division 13 Special Construction Submittal Review & Fab	200	200	28-Apr-25	10-Feb-26	[Bar]																																															
31	Division 21 Fire Suppression Submittal Review & Fabrica	255	255	10-Mar-25	10-Mar-26	[Bar]																																															
32	Division 22 Plumbing Submittal Review & Fabrication	100	100	28-Apr-25	17-Sep-25	[Bar]																																															
33	Division 23 HVAC Submittal Review & Fabrication	160	160	28-Apr-25	12-Dec-25	[Bar]																																															
34	Division 26 Electrical Submittal Review & Fabrication	630	630	14-Mar-25	31-Aug-27	[Bar]																																															
35	Division 28 Electronic Safety And Security	280	280	28-Apr-25	03-Jun-26	[Bar]																																															
36	Division 31 Earthwork Submittal Review & Fabrication	65	65	10-Mar-25	09-Jun-25	[Bar]																																															
37	Division 32 Exterior Improvements Submittal Review & Fa	125	125	24-Mar-25	17-Sep-25	[Bar]																																															
38	Division 33 Utilities Submittal Review & Fabrication	180	180	03-Mar-25	12-Nov-25	[Bar]																																															
39	Division 40 Process Integration Submittal Review & Fabri	420	420	03-Mar-25	23-Oct-26	[Bar]																																															
40	Division 41 Material Handling Equipment Submittal Revie	320	320	28-Apr-25	30-Jul-26	[Bar]																																															
41	Division 43 Process Gas And Liquid Equipment Submitta	320	320	28-Apr-25	30-Jul-26	[Bar]																																															
42	Division 44 Waste Control Equipment Submittal Review &	200	200	27-May-25	10-Mar-26	[Bar]																																															
43	Division 46 Water And Wastewater Equipment Submittal F	340	340	28-Apr-25	27-Aug-26	[Bar]																																															
44	Construction	866	866	31-Mar-25	10-Aug-28	[Summary bar]																																															
45	Offsite Production Wells	351	351	02-Jul-26	11-Nov-27	[Summary bar]																																															
46	Well Nine (9)	351	351	02-Jul-26	11-Nov-27	[Bar]																																															
47	Well Ten (10)	214	214	10-Jul-26	11-May-27	[Bar]																																															
48	Well Eleven (11)	154	154	05-Oct-26	11-May-27	[Bar]																																															

█ Actual Level of Effort
 █ Remaining Work
 █ Critical Remaining Work
 ◆ Milestone
 ⇨ summary

PRWC Water Production Facility (GMP-3)					Classic Schedule Layout												16-Dec-24 16:55																																				
#	Activity Name	Original Duration	Remaining Duration	Start	Finish	2025												2026												2027												2028											
						M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	Oct	N	D		
49	Well Twelve (12)	124	124	31-Dec-26	22-Jun-27																																																
50	Well Fourteen (14)	147	147	25-Mar-27	15-Oct-27																																																
51	Preliminary Site Civil	515	515	31-Mar-25	07-Apr-27																																																
52	Yard Piping	315	315	27-Aug-25	20-Nov-26																																																
53	Ductbanks	360	360	02-Oct-25	03-Mar-27																																																
54	Operations Building	575	575	06-Nov-25	02-Feb-28																																																
55	Dewatering Building	526	526	08-Dec-25	23-Dec-27																																																
56	Clearwell Transfer Pump Station & Clearwell	360	360	08-Dec-25	05-May-27																																																
57	Concentrate Pump Station	365	365	08-Dec-25	12-May-27																																																
58	Gypsum Bulk Storage	145	145	22-Jul-27	09-Feb-28																																																
59	Gypsum Reactors	397	397	28-Sep-26	07-Apr-28																																																
60	Chemical Systems	460	460	06-Nov-25	25-Aug-27																																																
61	CO2 System	115	115	06-Nov-25	21-Apr-26																																																
62	CO2 Storage Tanks	75	75	22-Apr-26	06-Aug-26																																																
63	Scale Inhibitor	130	130	07-Aug-26	10-Feb-27																																																
64	Sodium Hypochlorite	185	185	11-Mar-26	01-Dec-26																																																
65	Caustic Soda	190	190	02-Dec-26	25-Aug-27																																																
66	PT and High Service Electrical Pump Station	254	254	21-Sep-26	14-Sep-27																																																
67	Ground Storage Tank	225	225	15-Apr-26	03-Mar-27																																																
68	Degasifiers	200	200	31-Dec-26	06-Oct-27																																																
69	High Service Pump Station	170	170	04-Mar-27	27-Oct-27																																																
70	Clarifier	314	314	29-Apr-26	20-Jul-27																																																
71	Sand Drying Beds	50	50	28-Sep-26	08-Dec-26																																																
72	Maintenance Building	255	255	09-Dec-26	01-Dec-27																																																
73	Influent Flow Meter and Bypass Piping	115	115	09-Dec-26	19-May-27																																																
74	Injection Well 1	115	115	20-May-27	27-Oct-27																																																
75	Post Civil	89	89	10-Apr-28	10-Aug-28																																																

█ Actual Level of Effort
 █ Remaining Work
 █ Critical Remaining Work
 ◆ Milestone
 ── summary

Agenda Item H.3.

1/15/2025

SUBJECT

Approve the Duke Energy Master Service Agreement for Standby Power Generation for the Southeast Wellfield Water Production Facility (Action)

DESCRIPTION

As part of the design of the Southeast Wellfield Water Production Facility (WPF), various options for providing backup power were evaluated to reduce capital cost and minimize the number of standby power generators needed to support Phase 1 and future plant expansions. These options included 1) low voltage power distribution with PRWC-owned generators, 2) medium voltage power distribution with PRWC-owned generators, and 3) a backup power system from Duke Energy One, Inc. (Duke). After consideration of capital versus long-term operating and maintenance costs, the Duke option was selected for incorporation into design of the WPF.

The Duke option is a managed service approach to providing backup power generation with no upfront capital expenses, overhead and maintenance. Under this Master Services Agreement (MSA), Duke will design, install, operate, and maintain the backup power system for the life of the contract. The backup power system will be designed to accommodate future WPF expansions.

The MSA is for a 20-year term with a monthly managed service fee of \$166,625. To offset the cost of this program, the PRWC will participate in Duke Energy Florida's IST-2 rate program which is available to customers with interruptible service contracts. Duke has estimated that the savings from this program could approach \$100,000 per month depending on actual energy consumption.

The MSA has a buyout provision in the event that the PRWC desires to terminate the agreement prior to the completion of the 20-year term. A buyout payment schedule is included in Exhibit 1 to the MSA based on the depreciated value of the equipment. At the end of the 20-year term, the PRWC can elect to purchase the equipment at fair market value or renew the MSA with Duke.

RECOMMENDATION

Request Board approve a Master Services Agreement with Duke Energy One, Inc. to provide backup power generation for the Southeast Wellfield Water Production Facility (Action Item)

FISCAL IMPACT

Recurring monthly fiscal impact of \$166,625 upon completion of testing and commissioning of the backup power system per the MSA.

CONTACT INFORMATION

Mark Addison

Master Services Agreement

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into this _____th day of _____, (the “Effective Date”) between **Duke Energy One, Inc.** (“Duke”), a Delaware corporation, and **Polk Regional Water Cooperative**, a non-profit special district of the State of Florida (“Customer”), having a physical address at 330 W Church St., Bartow, FL, 33830. Duke and Customer are hereinafter each referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Customer desires for Duke to provide certain specified equipment and/or services to Customer at one or more of its locations (each a “Site”) as defined and set forth in the applicable Exhibits which shall be attached to this Agreement from time to time;

WHEREAS, Duke is willing to provide certain specified equipment and services in accordance with the terms and conditions defined below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Scope of Services.** Customer may request Duke to provide various services (the “Services”) from time to time which may include some or all of the following: (a) the provision and installation of equipment as identified in an applicable Exhibit (the “Equipment”); (b) the operation of the Equipment; and/or (c) the maintenance of the Equipment. The Services to be provided by Duke, and the applicable work related thereto (“Work”), shall be described in an applicable Exhibit to this Agreement. To the extent any Equipment, Services or Work are not specified in an applicable Exhibit, they are expressly excluded.
2. **Exhibits to the Agreement.** Each Exhibit shall be signed by both Parties. All Exhibits executed by the Parties that reference this Agreement and the Effective Date hereof are incorporated into this Agreement by reference and intended to be binding on the Parties hereto.
3. **Payment.** Duke’s compensation for the Services shall be described in the applicable Exhibit. Duke will bill Customer on a monthly basis, or as Services are performed. All payments will be due and payable within thirty (30) days of the date of the applicable invoice, including the payment of any applicable termination fee. Overdue amounts will be assessed a late payment charge of 1.5% each month for any unpaid balance, or the maximum interest allowed by law, whichever is lower.
4. **Term and Termination.**
 - A. The Parties will use commercially reasonable efforts to align their respective initial project schedules and coordinate any updated project schedules for Customer’s facility being constructed on the Site and Duke’s completion of installation of the Equipment. Without either Party making guarantees regarding its respective project schedule, the goal of such coordination shall be for the Equipment installation to be completed prior to the date on which Customer’s facility is ready for start-up and commissioning while simultaneously mitigating, to the extent reasonably practical, the amount of time that the Equipment installation is completed before Customer’s facility is ready for start-up and commissioning. Notwithstanding the foregoing, the Term will begin on the date that the installation is complete, the Equipment has been successfully commissioned, and the Equipment has been accepted by Customer (“**Commencement Date**”). Upon notice from Duke of the completion of installation, Customer shall provide Duke an acceptable date for testing and commissioning of the Equipment within ninety (90) days of such notice from Duke. Upon successful completion

of testing and commissioning, Customer shall accept that the Equipment is ready to be put into service by Duke. In the event Customer is unable to provide a time for the Equipment to be tested within ninety (90) days following completion of the installation activities, the Equipment shall be deemed accepted, and the Commencement Date will be established as the 91st day following completion of installation. For the avoidance of doubt, the Equipment will not be available for operation until successful completion of all commissioning and testing, regardless of whether the Commencement Date has been established pursuant to the immediately preceding sentence. No later than sixty (60) days following the Commencement Date, Duke shall begin billing Customer for the Services on a monthly basis in accordance with Section 3 and the applicable Exhibit.

- B. The term of the Services shall be as specified in the applicable Exhibit (“Term”) unless otherwise terminated as provided herein.
- C. Customer shall have the right to buyout an Exhibit for convenience after the first sixty (60) months of the contract Term after the Commencement Date by (a) providing a minimum of ninety (90) days written notice prior to termination and (b) paying the buyout price (the “Buyout Price”) according to the applicable Exhibit. In the event of any such buyout, Duke shall be paid for all Services provided prior to the effective date of buyout in addition to the applicable Buyout Price. Upon Duke’s receipt of payment in full of all of Customer’s payment obligations, including the applicable Buyout Price and to the extent applicable, those obligations of Customer under Sections 3, 7, 8, 10, 17, 21 and 22, Customer shall own the Equipment on an “AS IS” basis and agrees to indemnify Duke from any and all claims, obligations and liabilities arising from such Equipment after such buyout date; provided, however, that the foregoing indemnification obligation of Customer shall not apply to claims, obligations and liabilities to the extent arising out of the negligence or intentional misconduct of Duke or Duke’s contractors or agents.
- D. At the end of the initial Term and any automatic renewal period, each Exhibit under this Agreement shall be automatically renewed for one (1) year terms under the same terms and conditions as the then current Agreement and applicable Exhibit contain unless either party terminates the Exhibit pursuant to (iii) below or Customer sends written notice of its choice of options (i) or (ii) indicated below. Each selection shall require one hundred eighty (180) days’ notice prior to the expiration of the Term of each Exhibit. In the event that Duke elects to terminate this Agreement pursuant to (iii) below, Customer shall have the right to elect to purchase the Equipment at Fair Market Value pursuant to subsection (ii) and Section 4.E. below by notifying Duke within sixty (60) days of receipt of Duke’s notice of buyout of Customer’s intent to buy the Equipment.
 - (i) Customer may state its intent to enter into a new Exhibit under the terms agreeable to both Parties in each Party’s discretion, and the then current Exhibit shall continue in full force and effect during negotiations. If the parties are unable or unwilling to agree upon a new Exhibit, either party may terminate for convenience by providing one hundred eighty (180) days’ notice to the other party;
 - (ii) Customer may purchase the Equipment at Fair Market Value and the Exhibit, which shall continue in full force and effect pending closing, shall expire as of the date of purchase of the Equipment; or
 - (iii) Either Party may terminate the Exhibit at the end of the Term and, in such case, Duke shall arrange for the removal of any and all Equipment related to the Exhibit, in a manner reasonably acceptable to Customer, at no cost or expense to Customer.

During an automatic renewal period, Duke has the right to terminate for convenience by providing one hundred and eighty (180) days' notice to the Customer. In the event that Duke elects to terminate this Agreement, Customer shall have the right to elect to purchase the Equipment at Fair Market Value pursuant to subsection (ii) above and Section 4.E. below by notifying Duke within thirty (30) days of receipt of Duke's notice of termination of Customer's intent to buy the Equipment.

For the avoidance of doubt, if Customer elects to purchase the Equipment under any provision of this Section 4.D., then Customer shall own the Equipment on an "AS IS" basis and agrees to indemnify Duke from any and all claims, obligations and liabilities arising from such Equipment after such transfer date; provided, however, that the foregoing indemnification obligation of Customer shall not apply to claims, obligations and liabilities to the extent arising out of the negligence or intentional misconduct of Duke or Duke's contractors or agents.

- E. As used in this Section, the term "**Fair Market Value**" shall mean the price which a willing buyer (who is neither a lessor (whether or not in possession), nor lender (whether or not in possession) nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller under no compulsion to sell; provided however, that in such determination:
- (i) the Equipment shall be valued in its then current condition;
 - (ii) the Equipment will be valued on an installed and in place basis; and
 - (iii) costs of removal of the Equipment from the current location shall not be a deduction from such valuation.

If Customer has elected to purchase Equipment and the Parties are not able to agree on the Fair Market Value at least sixty (60) days prior to the expiration of the Initial Term (or any renewal term) or sixty (60) days prior to the early termination date elected by Duke under Section 4.D, Duke shall appoint an independent appraiser (reasonably acceptable to Customer) to determine the Fair Market Value, and that determination shall be final, binding and conclusive on both Parties. Duke and Customer shall equally share all costs associated with any such appraisal, except that if Customer has elected to purchase the Equipment after Duke has exercised its right to terminate an annual renewal period for convenience, then Duke shall cover the costs of such appraisal.

Notwithstanding any other provision in this Agreement, at the expiration or termination of this Agreement or an applicable Exhibit (excluding termination pursuant to Section 4.C), the Customer may elect to decline to purchase the Equipment or to enter into a new Exhibit. Should Customer decline to purchase, Duke shall be responsible for the removal activities and associated removal costs for the Equipment from the Site.

5. Events of Default.

If either Party breaches any provision hereof, including payment obligations, the breaching Party shall have the opportunity to cure such breach as follows:

- A. Default by Customer. If Customer declares bankruptcy or defaults under any provision of the Agreement or any Exhibit and does not cure such defaults or enter into a course of action to cure the breach within thirty (30) days after Duke gives Customer written notice of such default, Duke shall be entitled to: (a) suspend its performance of Services under the applicable Exhibit;

(b) terminate the applicable Exhibit and have no further obligation to Customer under the applicable Exhibit, in which case Duke shall be entitled to recover payment for any amounts expended or Services performed by Duke on behalf of Customer prior to the effective date of termination for which payment has not already been received, including payment in full of the Buyout Price or applicable Buyout Payments as set forth in the applicable Exhibit; (c) declare Customer's other obligations to Duke under the Agreement immediately due and payable (for the avoidance of doubt, Duke is not entitled to recover the remaining monthly payments in addition to the Buyout Price or applicable Buyout Payments described in Section 5.A.b); and (d) pursue any other right or remedy Duke may have available.

- B. Default by Duke. If Duke defaults under any provision of the Agreement or any Exhibit and does not cure such default within thirty (30) days or, if not reasonably capable of cure within thirty (30) days, have a commercially reasonable plan in place within thirty (30) days to cure such default and thereafter proceed to diligently implement such plan and effectuate such a cure, except for an emergency in which case Duke will promptly proceed to cure, after Customer gives Duke written notice of such failure, Customer may: (a) immediately terminate the applicable Exhibit and in such a case, Customer will make payment to Duke for Services already performed as of the effective date of termination and Duke shall remove all Equipment from the Site at Duke's sole cost and expense within sixty (60) days of notice of termination; (b) elect to purchase the Equipment at Fair Market Value as determined by the process set forth in Section 4.E, with termination of the Exhibit effective upon purchase of the equipment by Customer; and (c) pursue any other right or remedy Customer may have available. Customer's obligation to make monthly payments, as defined in the applicable Exhibit, will continue during the cure period.
- C. Remedies in the Event of Default. All remedies of the parties in the event of default of the other party are non-exclusive and the election of one remedy shall not preclude a party from pursuing any other right or remedy they may have available.

6. **Compliance with Applicable Environmental Laws, Regulations, Rules and Ordinances.**

Duke shall comply with all applicable laws, rules, regulations, and ordinances applicable to its provision of the Services including Duke's installation and operation of the Equipment. As set forth below, Duke Energy shall be responsible for taking the following actions so that the Customer may comply with all applicable environmental laws, rules, regulations, and ordinances, including without limitation reporting requirements, of any federal, state, or local authority related to the Equipment and/or its operation.

- A. Subject to 6.B below, Duke shall be responsible for preparing applications and obtaining all applicable licenses, permits, registrations, and renewals required to enable Duke to perform the Services, provided that Customer shall provide Duke with all reasonable assistance and information in obtaining such permits, licenses, registrations, and renewals. Duke may upon thirty (30) days written notice to Customer terminate this Agreement without liability or penalty if Duke, after the exercise of all reasonable and diligent efforts, is unable to obtain or maintain any license, permit, registration, renewal, or obtain other approval necessary to perform the Services and/or install/operate the Equipment.
- B. Duke shall supply the Customer with applicable information regarding the Services and/or Equipment so as to allow the Customer to incorporate such information into any applicable existing facility permits or reporting requirements (e.g. Title V and other air permits and related reporting obligations; and/or Toxic Release Inventory (TRI) reporting) or applicable environmental compliance plans (e.g. Spill Prevention, Control, and Countermeasure Plans;

Stormwater Pollution Prevention Plans; Risk Management Plans; and/or Facility Response Plans).

7. **Customer's Duties; Site Control.** Customer shall promptly furnish Duke with all information related to the Site and any facilities located thereon, or on adjacent property owned by Customer necessary for Duke to perform the Services, and Duke shall be entitled to rely upon such information, including any drawings, surveys, studies, layouts, or plans relating to the existing facility, or facilities, on the Site and the locations of any underground utility infrastructure or lines on the Site or on adjacent property owned by Customer. Customer further represents and warrants that such information provided to Duke is accurate and correct to the best of its knowledge.

Customer hereby grants to Duke and to Duke's agents, employees, contractors and assigns ("Duke Parties") an irrevocable non-exclusive license for the contract term running with the Site (the "License") for vehicular and other access, ingress, egress and regress to, on, over, under, and across the Site for the purposes of (i) installing, constructing, operating, maintaining, accessing, removing and replacing the Equipment in and on the area(s) depicted on the applicable Exhibit, which area(s) shall be referred to herein (collectively, as applicable) as the "License Area"; (ii) performing all of Duke's obligations and enforcing all of Duke's rights set forth in the Agreement; and (iii) installing and using electric lines and equipment necessary to interconnect the Equipment to Customer's electric system at the Site, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation or operation of the Equipment. Customer reserves the right to revise the layout of its facility and operations on the Site including the relocation of internal road networks and driveways; provided, however, that at all times Customer shall provide Duke with commercially reasonable access to the License Area in accordance with the License granted herein. Duke shall attempt to notify Customer's designated contact prior to entering the Site. The term of the License shall continue until the date that is 180 days following the date of expiration (as may be extended or renewed) or termination of the Agreement and related Exhibits (the "License Term").

During the License Term, Customer shall ensure that Duke's rights under the License and Duke's access to the Site and the Equipment are preserved and protected. Customer shall not interfere with, nor shall Customer permit any third parties to interfere with, such rights or access. At the request of Duke, Customer shall execute a memorandum of license in a form reasonably acceptable to Duke for recording in the public registry of the applicable clerk of court's office or other relevant local jurisdictional authority (the "Memorandum of License"). Following the expiration or termination of the License Term, Duke shall record a memorandum of license termination reasonably acceptable to Customer for recording in the public registry of the applicable clerk of court's office or other relevant local jurisdictional authority (the "Memorandum License Termination").

Customer represents that it is (i) the sole owner of the Site, and (ii) authorized to bind and does bind (or will bind prior to the occurrence of any loss or damage thereto) all persons or entities currently having, or acquiring in the future, any legal interest in the Site to the obligations set forth in this Section 7 of the Agreement. If Customer fails to bind to this limitation any third party having, or hereafter acquiring, any interest in the Site, Customer agrees to indemnify and hold Duke harmless from and against any costs incurred related to the failure to satisfy the obligations of this Section 7. Customer has the full right, power, and authority to grant the License contained in this Section 7, and represents and warrants that the grant of the License does not violate any applicable law, regulation, ordinance, rule, or other governmental restriction, nor is it inconsistent with and will not result in a breach or default, or imposition of a lien on the Site or any facilities to be served by the Equipment, under any agreement by which Customer is bound or that affects the Site or any facilities to be served by the Equipment.

8. **Duke Duties.** Duke shall supervise all of its contractors engaged in providing routine or periodic services, preventive maintenance, repair services, and modification work for the Equipment. Duke shall (i) prepare Work specifications, (ii) enter into service contracts, and (iii) provide supervision of all contracted services, evaluate compliance with contract specifications, and administer payment as deemed appropriate by Duke. Duke shall be responsible for vendor invoice approval and payment, all on-Site activities including Duke safety policy adherence and quality assurance of work. Duke and its contractors shall comply with all of Customer's generally applicable safety and security procedures at the Site of which Duke has been notified, provided that Duke shall be entitled to adjust the schedule and/or compensation accordingly should any procedures of which Duke has been notified after the Effective Date impact Duke's provision of the Services.
9. **Preparation and Protection of Site.** Customer shall be responsible for (i) installing any desired aesthetic screening of the Equipment, (ii) removing any fence or other barrier that obstructs Duke's ability to remove the Equipment upon termination of the applicable Exhibit, (iii) providing decorative landscaping, seeding, fencing, paving, etc., as required by applicable regulations unless specifically included in the Exhibit, (iv) providing onsite storage of all excavation soils unless specifically covered in the Exhibit, and (v) removal or remediation of any pre-existing hazardous materials discovered during the Services. Duke will provide general cleanup of the Site periodically during and upon completion of Services.
10. **Local and Site Conditions.** Customer shall be responsible to disclose any known local or Site conditions (physical or administrative) that could impact the ability of Duke to provide Services. These conditions may include but are not limited to non-standard or contaminated soil, subterranean obstructions, Site specific access requirements, Site specific permitting / work procedure requirements, local permitting / business license requirements, etc. In no event shall Duke be responsible for damages or delays resulting from nondisclosure of any such conditions by the Customer. Likewise, in no event shall Duke be responsible for damages or delays resulting from conditions which were unknown by the Customer or Duke. Duke shall have the right to suspend Services or adjust the schedule and/or compensation accordingly should any such conditions occur.
11. **Ownership Rights.** Duke shall retain title to all Equipment provided by Duke pursuant to this Agreement, including all enhancements and accessories thereto, notwithstanding the fact that the Equipment or any part thereof may become in any manner attached to, embedded in, or resting on any real property or building of Customer. Customer shall keep the Equipment, and all enhancements and accessions thereto, free of all liens, encumbrances, or claims of any kind, and shall not take or allow any action that temporarily or permanently affects Duke's title to and rights relating to the Equipment. To evidence Duke's right, title, and interest in and to the Equipment, Duke intends to file UCC-1 financing statements in such jurisdictions as Duke determines are reasonably necessary. In order to secure the due payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and Exhibits), including, without limitation, payment of the Buyout Price, Customer hereby acknowledges Duke's ownership of the Equipment and security interest in the Equipment and all substitutions and replacements thereof by Duke. Customer hereby authorizes Duke, at Duke's expense, to file and record UCC-1 financing statements, continuation statements and such other notices and documents as may be necessary indicating the interest of Duke in the Equipment and/or to perfect, confirm, maintain, or protect such ownership or security interest. Further, Customer agrees to execute and deliver to Duke such other instruments and documents as Duke shall reasonably request to evidence such interest of Duke in the Equipment and to perfect, confirm, maintain, or protect such ownership or security interest. Customer shall not make any alterations, additions, or improvements to the Equipment without Duke's prior written consent. Upon transfer of the Equipment to Customer, Duke agrees

to terminate any UCC-1 financing statements filed to secure Duke's interest in the Equipment at Duke's expense.

12. **Financial Statements.** Within 180 days of its fiscal year end, Customer shall provide Duke with its or its guarantor's, as applicable, annual audited financial statements complete with accompanying notes prepared in accordance with generally accepted accounting principles ("GAAP"). If Customer or its guarantor's, if applicable, annual audited financial statements are publicly available, Customer will be exempt from this requirement for any year that its audited financial statements are publicly available.
13. **Financial Condition & Funds Appropriation.**
 - A. Customer shall ensure that sufficient funds are allocated for the payment and performance of all of the indebtedness, liabilities and obligations, whether now existing or hereafter arising, of Customer to Duke, under this Agreement (including all schedules and Exhibits) and that such funds shall be included in the Base Rate Charge for each Fiscal Year, or portion thereof, in which the Services are provided by Duke, as "Base Rate Charge" and "Fiscal Year" are defined in Article 1 of the Second Amended And Restated Implementation Agreement Southeast Wellfield dated 07/13/2022 (the "Implementation Agreement") and as the Base Rate Charge is calculated and allocated among the Project Participants (as defined in the Implementation Agreement) pursuant to Article 13 of the Implementation Agreement. Customer represents and warrants that the allocation of such funds and their inclusion of in the Base Rate Charge for each applicable Fiscal Year (i) shall not conflict with or result in a violation or breach of any provision of the Implementation Agreement or other organizational documents of Customer, (ii) shall not violate any law to which Customer or the Project Participants are subject, and (iii) does not require the consent of any Project Participants, governmental authority, or other person or entity.
 - B. In certain instances, Duke may require Customer to provide documentation that funds have been allocated in Customer's annual budget for the Services. This will be necessary if (1) Duke determines that the creditworthiness of the Customer is below an investment grade senior unsecured credit rating from Moody's Investor Service or S&P Global Ratings (Baa3/BBB-) and/or (2) a situation arises where Duke is scheduled to complete their delivery timeline and commission the Equipment, but the Customer Site is not yet ready to begin provision of service to its customers. If the Commencement Date is scheduled to occur greater than three (3) months before the Customer Site is expected to be ready to begin provision of service to its customers, then Duke may require Customer to provide a deposit in the amount equal to the monthly fees associated with one and one half times the amount of time between the Commencement Date and Customer's then-current projected date on which Customer's facility will be ready to begin provision of service to its customers, and in the event that Customer's projected schedule is further delayed, then Duke may require supplemental deposits in such amount as will ensure that the total deposit provided by Customer is maintained in an amount equal to the monthly fees associated with one and one half times the amount of time between the Commencement Date and the revised projected date on which Customer's facility will be ready to begin provision of service to its customers. Upon request, Customer shall provide Duke with reasonable evidence demonstrating the then-current date on which Customer's facility will be ready to begin provision of service to its customers. To the extent that the deposit exceeds the amount of monthly fees already accrued, the remaining portion of the deposit will apply as a credit to the Customer's monthly fee once the Customer Site has begun provision of service to its customers.

14. **Safety.** Duke agrees to comply with Customer's safety and environmental policies and requirements that may be applicable to the Site. Excluding only Duke's and Duke's contractors' own obligations to adhere to such standards for which Duke shall be responsible, Customer will ensure that all applicable Occupational Safety and Health Act requirements are adhered to for the area of the Site where any Equipment, in support of the Services, is stored or situated. Each Party shall promptly notify the other Party of any events or problems, other than that of a routine nature, relating to the operation and maintenance of the Equipment or the Site, which come to a Party's attention. Except as expressly stipulated in the applicable Exhibit and subject to any and all appropriate training, Customer shall not permit its employees, contractors, or others to tamper with, adjust, or change any of the Equipment. Duke shall have the right to suspend Services, and adjust the schedule accordingly, if the safety of any person or property might be jeopardized by continuing with the Services.
15. **Warranty.** Duke will use commercially reasonable efforts to perform the Services in a professional and workmanlike manner.

WITH REGARD TO EQUIPMENT FOR WHICH OWNERSHIP IS TRANSFERRED FROM DUKE TO CUSTOMER, IF ANY, IN CONNECTION WITH DUKE'S PERFORMANCE OF THIS AGREEMENT, THE ONLY WARRANTIES APPLICABLE TO THE EQUIPMENT ARE THOSE WARRANTIES, IF ANY, MADE BY THE APPLICABLE MANUFACTURERS OF SUCH EQUIPMENT.

EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN AN EXHIBIT, ALL EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND DUKE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED, AND MAKES NO OTHER WARRANTIES OR GUARANTEES OF ANY KIND WHATSOEVER, CONCERNING THE EQUIPMENT OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT OR IN AN EXHIBIT, THE SOLE REMEDY OF CUSTOMER AND THE SOLE LIABILITY OF DUKE RELATING TO DEFECTIVE SERVICES OR EQUIPMENT SHALL BE LIMITED TO REPERFORMING AT DUKE'S EXPENSE ANY SERVICES PERFORMED BY DUKE THAT HAVE FAILED TO MEET THE ABOVE WARRANTY, WHICH WARRANTY SHALL BE EFFECTIVE UNTIL THE END OF THE TERM OF THIS AGREEMENT, PROVIDED THAT SUCH FAILURE IS PROMPTLY REPORTED TO DUKE DURING THE TERM OF THIS AGREEMENT.

16. **Limitation of Liability.** DUKE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE, FOR ANY LOSS OR DAMAGE RELATING TO THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, SHALL IN NO CASE EXCEED SIX (6) MONTHS COMPENSATION PAID TO DUKE IN THE APPLICABLE EXHIBIT, AND CUSTOMER HEREBY RELEASES DUKE FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT. THIS MONETARY LIMITATION SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER ANY WARRANTY OR OTHERWISE RELATING TO THE SERVICES OR THIS AGREEMENT,

FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL LOSS OR DAMAGE, OR ANY LOSS OF USE OF PROPERTY OR EQUIPMENT.

ALL OF THE PROVISIONS OF THIS AGREEMENT PROVIDING FOR LIMITATION OF OR PROTECTION AGAINST LIABILITY OF DUKE SHALL ALSO PROTECT ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AND AFFILIATES, AND SHALL APPLY REGARDLESS OF THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF DUKE, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AFFILIATES.

THE PROVISIONS OF THIS SECTION 16 SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT.

17. **Protection of Equipment.** Customer shall protect the Equipment while the Equipment is on Customer's property. Customer agrees to pay all repair or replacement costs associated with damage caused by Customer's and its contractors' (excluding Duke and its subcontractors) or agents' negligent acts or omissions.
18. **Assignment; Subcontracting.** This Agreement shall inure to the benefit of and be binding on the Parties and their successors and assigns. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other Party, except that either Party may assign the Agreement without such consent to its successor by merger, or to an entity acquiring all or substantially all of its assets or to its parent or a wholly owned subsidiary; provided however, following an assignment to a parent or other subsidiary, the assigning Party shall remain liable for the performance of this Agreement by such parent or subsidiary. Duke may use subcontractors to perform the Services, but Duke shall continue to be responsible for the performance of the Services.
19. **Waiver.** The failure of either Party to insist upon performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such a right in the future.
20. **Public Records and Confidentiality.** The Parties acknowledge that the Customer is an independent special district under the laws of the State of Florida and subject to the Florida public Records law.

IF DUKE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO IT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT POLK COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: RECORDS MANAGEMENT LIASON OFFICER, POLK COUNTY, 330 WEST CHURGH STREET, BARTOW, FLORIDA, 33830, TELEPHONE: (863) 534-7527, EMAIL: RMLO@POLK-COUNTY.NET

In accordance with Section 119.0701, Florida Statutes, Duke shall keep and maintain public record required by the Customer in performance of services pursuant to this Agreement. Upon request from the Customer's Custodian of Public Records shall provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Chapter 119, Florida Statutes or as otherwise provided by law.

Information disclosed by either Party to the other may include confidential or proprietary information of such Party or third parties to whom it is bound by written obligations of confidentiality (“Confidential Information”). For purposes of this Agreement, Confidential Information shall mean information that is entitled to exemption or confidentiality under Chapter 119, Florida Statutes. If such Confidential Information is specifically labeled as proprietary or confidential, the Party receiving such Confidential Information shall keep it in confidence and shall not disclose it to any third party for a period ending two (2) years after completion of the applicable Services or such longer period as may be required by law. Neither Party shall be obligated to maintain the confidentiality of any Confidential Information if: (a) the information was in the receiving Party’s possession or was known to the receiving Party prior to its receipt from the other Party and the receiving Party was under no legal obligation to protect the confidentiality of such information; (b) the information is independently developed by the receiving Party without the utilization of the Confidential Information; (c) the information is or becomes public knowledge without the fault of the receiving Party; (d) the information is or becomes available to the receiving Party from another source without breach of any legal obligation to protect such information; or (e) the information is further disclosed by the receiving Party pursuant to Chapter 119, Florida Statutes or other legal or other governmental requirement and, to the extent allowed by law, the receiving Party gives reasonable prior notice to the disclosing Party of such legal or other government requirement to make such further disclosure, promptly in writing, so that the disclosing Party may seek and obtain appropriate relief to limit or narrow disclosure and to obtain a protective order to prevent publication.

Upon expiration or termination of this Agreement, Duke will transfer at no cost, to the Customer all public records in the possession of Duke or keep and maintain public records required by the Customer to perform services pursuant to this Agreement. If Duke transfers all public records upon expiration or termination of this Agreement, then Duke shall destroy any duplicate public records. If Duke keeps and maintains public records upon completion of this Agreement, Duke shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer’s Custodian of Public Records in a format that is compatible with the information technology systems of the Customer.

21. **Changes.**

- A. **Excused Events.** In no event shall Duke be responsible for any delay, costs, expenses, damages or other losses to the extent arising out of any failure to perform or delay due to any cause beyond Duke’s reasonable control, including, without limitation, riot, war, public emergency, fire, earthquake, acts of God, governmental restrictions, pandemics, epidemics, labor disturbances, strikes, delays in delivery of Equipment, changes in applicable law or regulation, deviation from assumptions set forth in the applicable Exhibit, or any act, or failure to act, by Customer or any third party (“Excused Events”). With respect to any Excused Event, Duke shall be entitled to an equitable adjustment to schedule and payment for the Services under the applicable Exhibit (effectuated through an amendment thereto) related to the time and cost necessary to overcome the cause of the failure to perform or delay arising from such Excused Event. Such equitable adjustments to schedule shall be on a day-for-day basis, and the equitable adjustments for costs shall only include actual and verified costs incurred by Duke to overcome such Excused Event, subject to a mark-up as defined in the applicable Exhibit.
- B. **Other Changes.** Except as set forth in Section 21.A., any changes to the Services or Work provided under this Agreement, and any Exhibit, may only be changed or amended by mutual agreement of the Parties.

22. **Third Party Liability.**

- A. Duke shall be responsible for any loss to third parties for bodily injuries to third parties, including death, accidentally sustained by any person or persons and accidental damage to or destruction of property arising from the performance of Services hereunder but only to the extent caused by any negligent act or omission of Duke, its agents, its employees, or its subcontractors.
- B. To the extent provided by Florida law and without further waiver of Customer's sovereign immunity, Customer shall be responsible for any loss to third parties for bodily injuries to third parties, including death, accidentally sustained by any person or persons and accidental damage to or destruction of property occurring during the performance of Services hereunder to the extent caused by any negligent act or omission of Customer, its agents, its employees, or its subcontractors.

23. **Survival; Severability.** All Sections of this Agreement providing for indemnification, public records, confidentiality or limitation of liability shall survive termination, cancellation or expiration of this Agreement or any Exhibit to this Agreement. If any provision, or part thereof, of this Agreement shall be held to be invalid or unenforceable for any reason, the invalid provision or part thereof shall be stricken from the Agreement, and the remainder of the Agreement or provision shall be valid and enforceable to the fullest extent permitted by law.

24. **No Publication.** Neither Party shall use the other Party's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names or trade secrets in any way without the other Party's prior written consent, and neither Party shall be deemed to have granted Customer a license of, or granted the other Party any rights in, any of the foregoing by entering into this Agreement.

25. **Insurance.** Duke shall maintain Workers' Compensation, General Liability and Automobile Liability insurance for all Duke employees performing the Services; provided however, Duke shall have the option to self-insure all such insurance obligations as stated hereunder.

26. **Notices.** Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the Parties at:

Duke Energy One, Inc.
525 South Tryon Street
Mail Code: DEP- 21A
Charlotte NC, 28202
Attn: Bryson Allison

Polk Regional Water Cooperative
330 W. Church Street, Drawer CA01
Bartow, Florida 33831-9005
Attn: Executive Director

The Customer's Finance Manager or his written designee shall have authority to act on behalf of the Customer in all matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.

27. **Entire Agreement.** The Parties acknowledge that this Agreement and all Exhibits agreed to by the Parties constitute the entire agreement between the Parties and supersede all previous agreements and understandings concerning the Services. The terms and conditions of any purchase order or the like issued by Customer are superseded by the terms and conditions of this Agreement.

28. **Counterparts; Facsimile and PDF signatures.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. Execution by either facsimile signature or photocopy signature embodied in a pdf executed document shall be deemed to be (and shall have the same effect as) execution by original signature.

29. **Governing Law.** This Agreement shall be governed by the internal laws (as opposed to the conflict of law provisions) of the State of Florida. **NO ACTION MAY BE BROUGHT BY EITHER PARTY FOR BREACH OF THIS AGREEMENT OR ANY COVENANT OR WARRANTY ARISING THEREFROM MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED AND WAS KNOWN OR SHOULD HAVE KNOWN BY THE PARTY.**
30. **Reserved.**
31. **No Third Party Beneficiaries.** Except as expressly set forth in this Agreement, the provisions of this Agreement are intended for the sole benefit of Duke and Customer, and there are no third-party beneficiaries. No reference herein to any other person or entity shall restrict in any way the ability of the Parties to amend or modify this Agreement from time to time in their sole and absolute discretion.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE

DUKE ENERGY ONE, INC.

By: _____
(type/print): _____
Title: _____

By: _____
(type/print): _____
Title: _____

Exhibit Number 1 to the Master Services Agreement

This **EXHIBIT NUMBER 1 (“Exhibit 1”)** is entered into as of _____, 2025 the (“Effective Date”) by and between **Polk Regional Water Cooperative (“Customer”)** and **Duke Energy One, Inc. (“Duke”)**. This Exhibit is issued pursuant to the Master Services Agreement dated as of _____, 2025 (the “Agreement”) which is hereby incorporated in Exhibit 1 by reference and shall be governed by the terms and conditions set forth therein. However, in the event of any conflict between the terms and conditions of the Agreement and this Exhibit 1, this Exhibit 1 shall prevail.

Scope of Work:

Duke will design, procure, install, own, and maintain back up power generation equipment (“Equipment”) at Customer’s facility located at 630 Boy Scout Camp Rd. Bartow, FL (“Site”) to support Customer’s facility loads, as shown on preliminary drawing set provided by Duke dated 08/21/2024.

Duke shall provide the labor, supervision, equipment, materials, and transportation necessary for the installation of the Equipment at the Site, in addition to maintenance, to support the use of the Equipment (the “Services”).

The Equipment shall only be approved for use upon: (i) completion of installation; (ii) connection to the Customer’s electric facilities; (iii) connection to Duke’s electric facilities; and (iv) testing by Duke. Duke shall test the Equipment to ensure that it is in proper working order.

Equipment to be Provided Under This Exhibit

Duke shall provide the following Equipment as part of the system (“System”):

- 12.47kV, 1200A, Main-Tie-Tie-Main, NEMA 3R metal clad switchgear to be utilized for generator interface and paralleling
- Controls enclosure housing generator controls, auxiliary power, and ancillary equipment
- (3) 2,500kW, Tier 4 Diesel generator pods in sound attenuated, weatherproof enclosures with 48 hour sub-base tanks
- (3) 3,000kVA pad mounted step-up transformers

The Equipment must be able to operate during inclement weather and any enclosure(s) constructed or provided by Duke shall be capable of withstanding category 3 hurricane winds (111 to 129 mph).

The System will include provisions for future expansion as Customer’s load grows over time based on information known to date. Facility expansion beyond what is mentioned in this Exhibit 1 will be addressed in a future Exhibit and may require System modifications to support future load requirements as well as any applicable utility related circuit modifications.

Description of Services

Duke shall provide the following Support Services during the Term of this Exhibit 1:

A. System Design and Installation:

- A Duke point of contact will be assigned to coordinate design, procurement, installation and testing of the System (the “Project Manager”).
- The Project Manager shall:

- Hold design milestone meetings with Customer to keep them informed on System specifications, equipment lead times, schedule coordination and overall progress.
 - Milestone update meetings shall occur at 60%, 90% and 100% of project design to give the Customer the opportunity to provide input, observe progress and coordinate schedules.
 - The Project Manager may request more frequent cadence meetings if desired.
- Coordinate with Customer to make commercially reasonable efforts to align start-up commissioning and testing of System with commercial operations date of the Site.
 - If for any reason Duke prolongs the projected delivery schedule of the System due to Customer related delays at Site, then Duke may pass the associated costs (ex. storage, construction interest, etc.) related directly to the delay through a revision of the monthly fee and subsequent Buyout Payment Schedule.
- Furnish applicable deliverables outlined in Section 6.A, develop permit ready construction drawings, engineering studies for fault current, protection/coordination, and arc flash evaluation.
- Procure and install Equipment including concrete pads, conduit, cable, terminations, and associated material.
- Ensure Duke activities are complying with all Duke and Customer provided safety standards on Site, subject to any change order rights described in Section 8 of the Agreement.
- Provide System testing and commissioning support to ensure proper operation.

B. System Operation

- Duke shall own the System and be responsible for the System’s operation, maintenance, servicing arrangement of fueling and any other functions that are required to provide the Services.
- Provide Customer read-only access to Duke’s remote based web monitoring platform (as applicable).
- Provide comprehensive maintenance services necessary to keep the System well maintained and in good operating condition.
- Regular preventative maintenance of the generator system, switchgear, breakers, relays, and battery system.
- Regular generator testing under load
- Duke will monitor the System remotely by means of an operations center which is staffed twenty-four (24) hours a day.
- Customer Requested Operation Event
 - Customer may voluntarily request that Duke’s System be operated during specific times while primary utility power to the facility is available (each, a “Requested Event”). Duke’s consideration to support a Requested Event shall not be unreasonably withheld, however, Duke shall evaluate its ability to support a Requested Event in good faith using criteria including, but not limited to, impacts to permits or other regulatory and compliance requirements.
 - Requested Event duration shall be the time in which the System is started while utility power is available to the Customer’s facility until the time in which utility power is lost *or* the time in which the customer requests the Requested Event to end, whichever comes first.
 - For any calendar month that includes a Requested Event, there will be an administrative fee of \$630. For each Requested Event within the calendar month, Customer shall pay to Duke (i) the cost of labor used to support the Requested Event

(if any beyond general service) at the 2024 rates noted in the table below and (ii) the prorated portion of maintenance costs associated with the run time of the Requested Event at \$1,495 x (total non-outage Requested Event hours in the month/total run hours in the month).

- During the Term, Duke may annually adjust Requested Event fee components to align with the United States Wages and Salaries Growth Index published by TradingEconomics.com
- All costs associated with a Requested Event shall be invoiced per a separate monthly invoice. All such invoices must be paid within 30 days of receipt in order for the Duke to consider support of future Requested Events. All of Customer’s obligations set forth in the Agreement shall equally apply to the Requested Event to the extent applicable to such scope, including, without limitation, those relating to interest for overdue payment, provision of necessary access, reimbursement for increased costs due to unforeseen site conditions, and adherence to OSHA requirements. All sections of the Agreement limiting Duke’s liability or obligations or entitling Duke to an equitable change in the price or schedule shall equally apply to Duke’s support of a Requested Event.

Charges for Requested Event Support, if required

2024 Scheduled Service Hourly Rates:	
Standard Labor, M-F 8:00 AM to 4:00 PM	\$185.00
Overtime Labor, M-F 12:00 AM to 7:59 AM and 4:01 PM to 11:59 PM / Saturday	\$277.50
Sunday/Holiday/Disasters or Emergencies (4-hour Minimum Onsite Charges Apply)	\$370.00
Trip Charge (round-trip)	\$375.00
2024 Emergency Service Hourly Rates (4-hour Minimum Onsite Charges Apply):	
Same Day On-Site Response – Standard Hours (M-F 8:00 AM – 4:00 PM)	\$277.50
Same Day On-Site Response – Non-Standard Hours	\$370.00
Service During Natural Disasters and Government Declared State of Emergencies	\$370.00
Trip Charge (round-trip)	\$375.00

C. Technical Support

- Emergent and non-emergent
 - Duke will provide Customer a primary and secondary point of contact who will be available to coordinate responses.
- Administrative
 - Correspondence can be sent to Duke via this email:
 - EnergyServices-Contracts@duke-energy.com

Customer Responsibilities:

- Purchase of all diesel fuel and Diesel Emission Fluid (DEF) used in the System, whether for testing, utility outages, demand response or Requested Event’s.
 - Duke will be responsible for procurement of fuel/DEF and filling of generator sub-base tanks and then will invoice Customer with a markup of 5% to cover administrative fees and processing.

- Duke will be responsible for payment and procurement of diesel fuel/DEF for initial tank filling during System start-up and commissioning.
- Customer or its agents shall perform site planning, demolition, and site preparations for the Duke System.
- Provide flat graded dirt pad with an approximate area of 124'x103' in location shown on Carollo drawing 00C04, dated Feb 8, 2024 in compliance with Duke grading and backfill guidelines referenced in Attachment A.
- Provide paving, patching, and asphalt finishing upon Duke's completion of trenching and backfilling, as needed.
- Provide adequate access to the Site for Duke to perform the Services, as well as access for all vehicles, equipment, tools, and materials required for completion of the Services.
- Locate and mark underground utilities or other obstructions.
- Provide on-site location for storage of spoils. Off-site removal of soils not included in scope.
- Provide on-site storage and staging areas for installation materials and equipment, as necessary.
- Provide access for crane and large equipment mobilization.
- Provide site sediment and erosion control measures.

Assumptions:

- Total calculated site load covered by the Equipment in this Exhibit is 6,385kVA. The total calculated site load at full buildout is 10,510kVA.
- Fee does not include extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). At this time, costs assume standard soils.
- Standard equipment pads and equipment heights have been provided; there is no additional height for flood prevention.
- Duke not responsible for site fencing, landscaping, or aesthetic screening.
- All work shall be performed during regular business hours (8:00 AM to 5:00 PM, Monday through Friday). It is understood there will be exceptions to accommodate site coordination issues and/or testing and commissioning.
- All Services performed by Duke shall comply with Duke's Safe Work Practices requirements and applicable law. Costs are not included for submitting documentation and/or complying with any 3rd party safety pre-qualification vendor. If required, cost and schedule will be adjusted accordingly.
- Any drug testing or background screening in addition to Duke's own requirements, but required by the Customer for Duke personnel, shall be paid by the Customer.
- Duke shall use commercially reasonable efforts to obtain any agreements and approvals from Duke Energy Florida ("Utility") necessary to interconnect the System to the Utility's electric distribution system. The interconnect agreement will allow the System to operate in parallel with the Utility for testing and reliability purposes. Costs associated with unforeseen Utility interconnection requirements, including Utility-owned equipment upgrades, relay protection equipment external to the System, system impact studies, or telemetry requirements are not included in the monthly fee of this Exhibit.
- Duke will work under the site stormwater pollution prevention plan and additional sediment and erosion control will not be required at location of Equipment installation.

Compensation and Term:

Subject to the price adjustment rights set forth in the Agreement and any supplemental costs for which Customer is responsible as expressly set forth herein, Duke will provide the Services to the Customer for a fixed monthly fee, as follows:

- of \$166,625 (One Hundred Sixty-Six Thousand Six-Hundred Twenty-Five Dollars) per month plus applicable taxes for Two Hundred Forty (240) months (“Term”).
- The Parties acknowledge that the monthly fee set forth in the immediately preceding sentence has been calculated using Duke’s initial estimated costs to provide the Services described in this Exhibit 1. Upon written notice provided to Customer within ninety (90) days following the Commencement Date, Duke has the right to adjust the monthly fee and the Buyout Price to the extent necessary to account for the amount by which the final estimated costs to provide the Services differs from the initial estimate.
- Following provision of notice revising the monthly fee and Buyout Price, the next monthly invoice shall include a true-up charge to account for any over or underpayment due to prior payments being based on the initial estimated monthly fee rather than the final revised monthly fee. Thereafter, the revised monthly fee and Buyout Price shall be used for all payments for the remainder of the Term.

Buyout and Termination Payment:

Upon early termination of this Exhibit 1 pursuant to Section 5.A of the Agreement, between the Effective date and the Commencement Date “Construction Period”, Customer agrees to pay all costs incurred and accrued by Duke related to the Work and the Services through the date of such termination plus twenty five percent (25%). Notwithstanding the foregoing, in lieu of terminating the contract(s) or purchase order(s) for the Equipment, Duke may elect, in its sole absolute discretion, to offer the Equipment for purchase to Customer or to obtain and repurpose the Equipment for other projects or sell it to a third party. Customer acknowledges that if Duke elects to repurpose or resell such Equipment, the costs for which Customer shall be responsible shall include any and all costs incurred by Duke in connection with implementing such alternative use plus twenty five percent (25%) including, without limitation, those associated with assessing, storing, handling, modifying, and transporting the repurposed or resold Equipment; provided that the costs for which Customer is responsible shall in no event exceed the costs that Customer would be responsible for had Duke elected to terminate the contract or purchase order for the Equipment and/or return the Equipment to the supplier.

Upon early buyout of this Exhibit 1 pursuant to Section 5.A of the Agreement on or after the Commencement Date, Customer agrees to pay the applicable Buyout Payment set forth in in the Buyout Payment Schedule below. Upon Duke’s receipt of payment in full of all of Customer’s payment obligations, including the applicable Buyout Price, Customer shall own the Equipment on an “AS IS” basis and agrees to indemnify Duke from any and all claims, obligations and liabilities arising from such Equipment after such termination date; provided, however, that the foregoing indemnification obligation of Customer shall not apply to claims, obligations and liabilities to the extent arising out of the negligence or intentional misconduct of Duke or Duke’s contractors or agents.

Buyout Payment Schedule

Each consecutive year following the Commencement Date is the “Term Year”.

<u>Term Year</u>	<u>Buyout Price</u>
<u>Prior to End of Term Year 1</u>	<u>\$20,800,000</u>
<u>End of Term Year 1</u>	<u>\$19,200,000</u>
<u>End of Term Year 2</u>	<u>\$17,700,000</u>
<u>End of Term Year 3</u>	<u>\$16,400,000</u>
<u>End of Term Year 4</u>	<u>\$15,100,000</u>
<u>End of Term Year 5</u>	<u>\$13,900,000</u>
<u>End of Term Year 6</u>	<u>\$12,700,000</u>
<u>End of Term Year 7</u>	<u>\$11,700,000</u>
<u>End of Term Year 8</u>	<u>\$10,700,000</u>
<u>End of Term Year 9</u>	<u>\$9,800,000</u>
<u>End of Term Year 10</u>	<u>\$9,000,000</u>
<u>End of Term Year 11</u>	<u>\$8,200,000</u>
<u>End of Term Year 12</u>	<u>\$7,400,000</u>
<u>End of Term Year 13</u>	<u>\$6,800,000</u>
<u>End of Term Year 14</u>	<u>\$6,200,000</u>
<u>End of Term Year 15</u>	<u>\$5,600,000</u>
<u>End of Term Year 16</u>	<u>\$5,000,000</u>
<u>End of Term Year 17</u>	<u>\$4,500,000</u>
<u>End of Term Year 18</u>	<u>\$4,100,000</u>
<u>End of Term Year 19</u>	<u>\$3,700,000</u>
<u>End of Term Year 20</u>	After the end of Term Year 20, buyout shall be subject to the applicable terms of the Agreement, including determination of Fair Market Value as determined by Section 4.E of the Agreement.

Miscellaneous:

The Proposal for Backup Generation for Polk Regional Water Cooperative (the “Proposal”) is attached to this Exhibit 1 as Attachment B and incorporated herein by reference. Any reference to Duke’s Proposal herein is solely for the purpose of incorporating said Proposal’s description and specifications of the work to the extent that such description and specifications do not conflict with the description and specifications on the face of this Exhibit 1 or the Agreement.

This **Exhibit 1** is valid for signature by Customer no later than [] unless otherwise extended in writing by Duke.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this **Exhibit 1** to be executed by their duly authorized representatives as of its Effective Date.

POLK REGIONAL WATER COOPERATIVE

DUKE ENERGY ONE, INC.

By: _____
(type/print): _____
Title: _____

By: _____
(type/print): _____
Title: _____

Attachment A to Exhibit Number 1

Duke Energy One Generator site grading and backfill guidelines:

- The station pad shall be crowned at the center or along the related baseline.
- The site shall be graded such that no stormwater shall drain from surrounding areas onto the station pad and shoulder.
- During backfill, construction materials testing shall be conducted in accordance with recommendations from a geotechnical engineer.
- Backfill material shall be composed of clean loose earth having moisture content such that the required density of the compacted material will be obtained with the compaction method used.
- Backfill material shall be free of wood, stumps, grass, roots, broken concrete, stones, trash, or debris of any kind.
- Backfill material shall be free of Johnson grass, nutgrass, and other noxious weeds.
- Backfill material may consist of well graded crushed/broken rock with prior Duke Energy One approval. Rock material shall be no larger than a half (0.5) cubic foot in volume. The top three (3) feet of fill shall have no rock material larger than six (6) inches in its maximum dimension.
- Backfill shall be deposited in layers not to exceed eight (8) inches in un-compacted thickness and mechanically compacted to at least ninety-five (95) percent of the maximum density at plus or minus (+/-) three (3) percent of optimum moisture content as determined by ASTM D698. Higher compaction may be necessary based on geotechnical investigation recommendations.
- Density test shall be completed and filed for evaluation and acceptance by Duke Energy One.



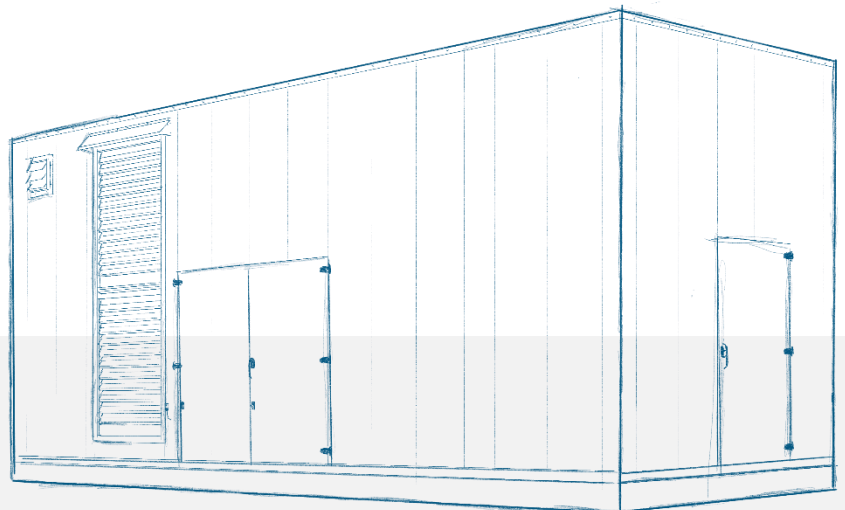
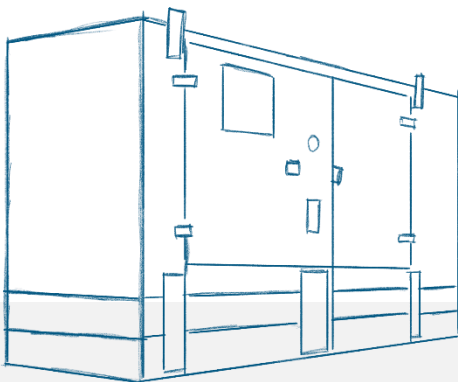
Proposal for Backup Generation for Polk Regional Water Cooperative

DOUG VODA / Business Development Manager

Douglas.Voda@Duke-Energy.com

610.301.2969

NOVEMBER 25, 2024





DUKE ENERGY ONE | BACKUP GENERATION SOLUTION

Dear Members of Polk Regional Water Cooperative (“PRWC”) and Polk County (County),

On behalf of Duke Energy One, Inc. (“Duke Energy One”) thank you for the opportunity to submit our proposal to PRWC.

We are pleased to be considered as your solutions provider, and it is our understanding that PRWC desires your 630 Boy Scout Camp Rd. Lake Wales, FL 33898 facility to be more energy resilient to help avoid disruptions created by power outages, natural events, or other causes.

By selecting Duke Energy One to provide backup generator services, we will assist you in achieving the critical criteria that has been identified throughout this process. The following proposal is based on what we heard during conversations between PRWC and Duke Energy One personnel, and we are confident that the services and offerings we provide will align with your needs. As you move forward with your project, please know that we are eager to continue discussions and know our team has innovative solutions that can result in your success. Please note this proposal holds a thirty (30) day validity period.

Thank you for your consideration. If you have any questions regarding this proposal, please do not hesitate to contact me at 610.301.2969 or Douglas.Voda@Duke-Energy.com.

We look forward to working with you on this exciting opportunity.

Sincerely,

DOUG VODA / Business Development Manager

Douglas.Voda@Duke-Energy.com

610.301.2969

We offer creative resources, industry-leading solutions, and experience to collaboratively implement a resiliency solution that will help:

- **Optimize** your energy systems.
- **Improve** your financial position.
- **Advance** your corporate goals.



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Duke Energy One, Inc., submits this response option as a non-binding and indicative proposal. Duke Energy One, Inc. shall not be legally bound by or committed to any contract or offer for any of the proposals unless and until acceptable terms and conditions for specified work are negotiated and agreed upon by both parties. Terms and conditions of any order are subject to Duke Energy One, Inc. management and legal reviews and approvals. If this non-binding proposal is included with a final agreement, in the event of a conflict, the final Master Services Agreement and Exhibit shall prevail. Duke Energy One, Inc. is a nonregulated commercial brand of Duke Energy Corporation.



Executive Summary

Introduction: PRWC's Objectives & Project Goals

Duke Energy One has helped numerous organizations across multiple states and industries improve their resiliency posture and have experience in designing, building, owning, operating, and maintaining energy conversion assets, including on-site energy generation projects for resiliency solutions. Duke Energy One's Energy Services team is well-versed in mission-critical operations and technologies that help businesses control costs while maintaining uptime and prolonging the life of their equipment.

This proposal was created through a collaborative approach between PRWC and Duke Energy One to identify and achieve your energy goals. Over the past several months, we have discussed your desired project priorities that will address your business concerns, operational continuity, and energy needs.

The following project objectives and goals have been identified as significant:

01 SERVICE

Backup generation to support entire facility with planned expansion over 15-years.

02 ACCESS TO CAPITAL

Duke Energy One is responsible for all insurance, permitting, and operating expenses during the contract period.

03 CONTRACT TERMS

Managed service program enables PRWC to identify specific needs required during contract period.

04 SCALABILITY

Duke Energy One to be responsible for design that meets growth plans of PRWC.

Duke Energy One understands the "why" behind your goals and is uniquely positioned to deliver the best strategy – helping you to achieve your project objectives and deliver long-term value.

Together, Duke Energy One and PRWC have worked to understand the project's critical outcomes and have identified opportunities where a solution provider can deliver value. Duke Energy One has determined that our proposed backup generation solution will support your project objectives and create sustained value for PRWC.

This proposal will demonstrate our understanding of what is important to you and our ability to meet your needs with our proposed solution.



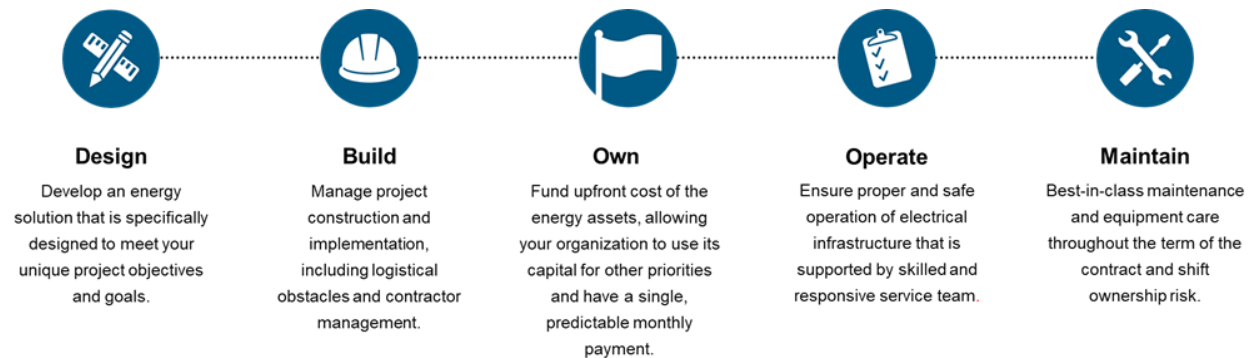
Proposed Solution: Backup Generation Solution

Duke Energy One understands that business continuity, designed to keep the power on during severe weather events and extended power outages, is a top priority. Working collaboratively, Duke Energy One will help to ensure that PRWC has a reliable energy solution with minimal risk, best in class performance, predictable expenses, and without upfront capital investment. Based on PRWC’s need for backup generation with a peak electrical load of 6MW, our team recommends a 7.5MW generator system and medium voltage switchgear.

Our proposed scope of work includes engineering design, construction, project management, final testing, and commissioning. It also includes the procurement and installation of all required cabling, conduit, and concrete pads.

Managed Service Approach

Duke Energy One’s business model helps ensure that your operations and facilities can continue to operate with no upfront capital expenses, overhead, or maintenance. With our design, build, own, operate, and maintain managed service approach, we maintain ownership of the system and provide utility grade services by leveraging best-in-class maintenance and equipment care. We then operate and maintain the assets throughout the life of a contract. Duke Energy One will utilize high quality performance equipment that is robustly manufactured and fully supported by a skilled and responsive service team. This full lifecycle approach provides significant value to customers by providing reliable energy solutions that embrace a transparent service approach and tangible risk-mitigating defenses. We shift the risks of ownership (including operation, maintenance, and replacement if needed) of the system through a managed service approach. Duke Energy One will ensure the proper and safe operation of the proposed systems, including all maintenance and repairs and managing logistical obstacles associated with the installation of the selected backup generator.





Project Understanding & Critical Issues

The goal of this project is to utilize the brackish, Lower Floridian Aquifer (LFA) in Southeast Polk County as a "non-traditional" water supply. The Southeast Wellfield is a permitted supply, and after treatment via reverse osmosis, it will deliver 12.5 million gallons per day (MGD) of high-quality drinking water.

In anticipation of additional water capacity requirements, PRWC has received funding approval to construct a water treatment facility. PRWC has considered the additional cost for capital and labor to operate and maintain 7.5MW of the required backup generation equipment. Solution Alignment

Based on our discussions and understanding of your project objectives and goals, our team has determined that the recommended solution, coupled with our managed services approach (design, build, own, operate, and maintain), meets your objectives. Duke Energy One brings financial stability over the contract term and has demonstrated performance of similar services with other customers. The list below identifies how Duke Energy One's solution will address PRWC's identified project priorities.

01 SERVICE

- Electric Power Resiliency using backup generation system designed with future facility expansion in mind.
- Everything necessary to design, permit, install, operate, and maintain system.
- System designed as Tier 4 generation meeting EPA requirements and qualifying for participation in electric rate reduction programs.

02 ACCESS TO VENDOR CAPITAL

- Duke Energy One is responsible for all insurance, permitting, operations, and maintenance during the contract period.
- No upfront cost.

03 CONTRACT TERMS

- Managed service program enables PRWC to identify specific needs required during contract period.
- Monthly fee with a contract period of 20 years.
- Contract can be amended as PRWC increases electrical facility requirements.

04 SCALABILITY

- Capacity may be added by amending existing contract as PRWC adds additional load. Load additions shall be planned in advance of realized load to ensure adequate generation capacity is installed and operational prior to realized electrical load.



Proposed Backup Power Generation Solution

To protect PRWC's critical operations and keep your business running with a peak electrical load of 6MW, our team recommends a 7.5MW generator system and associated electrical infrastructure including generators, protection/automation/control interconnects transformers and monitoring system.

We will provide all engineering, design, project management, and construction components of the project, including but not limited to:

- Construction ready design review
- Construction, testing, and acceptance tasks
- QA / QC
- Environmental Health and Safety services
- Construction management
- Subcontractor management
- Specification, schedule, and cost adherence
- Spare inventory identification, management, and storage

With our design, build, own, operate, and maintain business model, we will help to ensure that PRWC's interests are well served and will provide reliable performance. This full lifecycle approach provides significant value to customers by providing reliable energy solutions, mitigation of risk, and better utilization of capital and human resources.

As your energy solutions provider, we will provide the following benefits:

- All maintenance and repairs
- Fix and replace equipment as needed
- 24 / 7 / 365 remote monitoring
- Reporting and documentation of system performance
- Project and construction management, and coordination with vendors and contractors
- Detailed site design and electric system studies
- Open, effective, and collaborative communication throughout the implementation of the project

Preliminary Equipment Layout

Preliminary layout drawing of proposed generator system can be found in Attachment 1.



Solution Investment

Duke Energy One’s managed service provides individually tailored customer solutions and consistent savings, allowing PRWC to avoid uncertain cost impacts. A flat, fixed monthly fee stabilizes financial obligations and delivers long-term savings through cost predictability. Our proposed fixed financial solution eliminates unpredictable rates by avoiding escalating costs of parts, equipment, and service.

This proposal provides 20-year contract pricing for the installation of an initial 7.5MW generation installation. Any expansions or additions to the capacity will be addressed in additional or new exhibits which will include updated pricing – the timing of any updates is flexible.

Managed Service Fee	Contract Duration
\$166,625 / month	240 months

**Note – Pricing is valid for 30 days and subject to increase/decrease after that date. More details are provided in the managed services contract.*

With this service, you may elect to participate in rate/tariff participation programs for reduction in your electricity bill. Information for rate/tariff programs will be supplied separately from a Duke Regulated rate/tariff manager.

Pricing Includes

- All engineering, construction, equipment, permitting, and commissioning activities.
- Duke Energy One will own, operate, and maintain the system for the contract duration.
- All repairs are the responsibility of Duke Energy One during the 240-month term.
- Duke Energy One will be responsible for scheduled preventative maintenance, testing and system monitoring.



Moving Forward

Throughout this process, we asked PRWC to identify your key business criteria to allow Duke Energy One to be a trusted energy solutions provider. Our solution was crafted around your critical business needs and are confident that it meets your expectations.

Should this proposed solution address your desired project scope and outcomes, and you would like to move forward, the next steps are as follows:



Upon submission of this proposal, Duke Energy One will continue to serve as a trusted resource, and further technical discussions to enable successful project implementation. Thank you for the opportunity and we look forward to supporting your critical business needs.



Appendix A. Duke Energy One, Inc. Qualifications

Duke Energy One, is a non-regulated commercial brand of Duke Energy Corporation – a Fortune 150 company and one of the largest energy holding companies in the US. As a leader in the energy industry for more than 100 years, Duke Energy Corporation has over \$160 billion in current assets.

Duke Energy One deploys energy infrastructure across North America, including a portfolio of on-site energy assets aimed to help large enterprises reduce power costs, lower emissions, and increase resiliency. Duke Energy One provides creative customer solutions by offering a combination of in-house and subcontractor managed design, engineering, financing, installation, operation, and maintenance services.

We bring over 20 years of experience incorporating quality control, sustainability solutions, cost containment, and operational performance to manage backup generator systems. Our extensive experience and insight into best practices can help streamline project delivery, strengthen stakeholder relationships, and foster a productive and safe working environment for the life of the project. We bring a comprehensive understanding of the regional, political, and geographic environment we operate within and will leverage our knowledge and relationships to seamlessly deliver your projects.

Duke Energy One provides a full scope of services offered as a design, build, own, operate and maintain (managed service) solution. This provides a streamlined solution by overseeing all aspects of the project and allows Duke Energy One to maintain ownership of the system and provide services throughout the contract. We assume responsibility for the installation, commissioning, and operation of the system.

Leveraging the Duke Energy One managed service model allows for businesses to invest capital in other initiatives related to core business priorities. Duke Energy One collaborates with businesses to provide comprehensive energy infrastructure solutions for mission-critical processes. Based on our customers' unique requirements, we invest resources, processes, and capital in new and existing energy infrastructure systems to help customers reach peak performance and resiliency.

We bring comprehensive energy management solutions. Our current portfolio includes a wide variety of sustainable energy solutions, and we can provide comprehensive energy management solutions with the following solutions:

- Backup power generators
- Uninterruptible power supply (UPS)
- Electrical infrastructure
- Central utility plants (CUP)
- Demand response
- Combined heat and power or Cogen (CHP)
- EV charging and electrification
- Mechanical infrastructure and upgrades
- Natural gas generators
- Battery Storage
- Microgrid
- Boiler upgrades / new installs



Appendix B. Financial Condition

Duke Energy One, Inc. is a 100% fully owned subsidiary within the Duke Energy Corporation corporate structure. Our financial information is not reported separately from Duke Energy Corporation. Duke Energy Corporation, a Fortune 150, is one of the largest energy holding companies in the U.S. and one of the largest electric utilities in the nation.

The financial information provided to PRWC is regarding Duke Energy Corporation and is relevant to our financial strength due to Duke Energy Corporation's position as a parent of Duke Energy One.

For this proposed project, Duke Energy One will leverage the financial capabilities of Duke Energy Corporation.

Publicly available information that provides in depth financial information can be found at:

Corporate homepage: Duke Energy - Home (duke-energy.com)

Investor Relations: Duke Energy Corporation - Investor Relations (duke-energy.com)

Annual Report, which provides information regarding our generation business: Duke Energy Corporation - 2023 Annual Report



Appendix C. Operations & Maintenance

Upon successful commissioning, responsibility for the system will transfer to the Duke Energy One Operations and Maintenance (O&M) team who abide by corporate Safety and Quality standards. The team utilizes a network of field technicians and subcontractors to provide system monitoring, routine on-site maintenance, and emergency response to systems nationwide.

Operations & Maintenance Plan

Based on our extensive experience comprehending, analyzing, and interpreting appropriate preventative maintenance and equipment relationships, our team has developed a comprehensive O&M Plan that includes preventative maintenance requirements to help ensure the reliability of our systems. Included in the plan will be descriptions of the O&M tasks, the frequency/occurrences of each task, recordkeeping/submissions, inspections, warranty, and equipment identification documentation, when applicable. It will denote the personnel associated with the tasks and the customer representative(s) responsible for acknowledging/accepting the completion of the O&M task.

We will provide the document to PRWC for review, and if additional customer specific requirements need to be included, we will work collaboratively to incorporate those. If conditions require the project, or sections of the project, to be scheduled down, maintenance and repair activities and special system measures will be coordinated with PRWC to minimize the impact to production and day-to-day operations.

Performance of Operations & Management Services

Duke Energy One values on-going customer satisfaction and understands that a contract is just the beginning of an on-going relationship with PRWC. We measure the quality of our own, operate, and maintain business model through project and portfolio analysis of:

- Commissioning and Acceptance Test Results
- Achieving Own, Operate and Maintain results and measuring outcomes over the course of multi-year contracts
- Routine customer interaction to help ensure PRWC's needs are being met through our services



Network Operations Center

Monitoring systems offer the PRWC team a single dashboard which allows oversight of all assets. Our comprehensive monitoring platform will enable optimal performance, fault analysis, and minimize any interruptions. Remote monitoring and trending are available through a web interface and are provided to designated customer representatives as specified by the customer

The NOC is designed to optimize operations, monitoring, and diagnostic capabilities while reducing operating costs. Robust and secure connections allow for remote operations and monitoring to provide efficient control of the assets. The NOC is supported by qualified and experienced operators who provide monitoring and controls 24 / 7 / 365.

Examples of the capabilities and advantages of the NOC include:

- Scheduling, forecasting, full monitoring, and support for diagnostics
- Emergency response support, including dispatching of service resources and notification
- Performance tracking
- Management of multiple sites at one center of control
- Alarms and notifications to support troubleshooting
- Ability to work across different asset lines

Guidance Document - Training

If requested by PRWC, Duke can provide training to PRWC qualified personnel to allow for “make-safe” actions, monitoring information, and guidance for customer operations. Upon completion of Testing and Commissioning of the generation system, Duke will provide PRWC overview and training of the installed systems and sequence of operations of the system.



Appendix D. Managed Service Approach

Relationships with our customers are based on our ability to provide a comprehensive managed service approach in which we will design, build, own, operate, and maintain your system. Utilizing this approach, Duke Energy One takes responsibility of the project, leveraging in-house capabilities for the full scope of services, including financing, development, engineering, project management, construction, operations, and maintenance. We will preserve ownership of the on-site generation assets and provide utility-level services to operate and maintain the assets throughout the life of the contract.

Our managed service approach shifts tangible risks of ownership of energy assets, allowing us to provide reliable energy solutions.

Duke Energy One will own and utilize high-quality performance equipment that is robustly manufactured and fully supported by a skilled and responsive service team. We leverage best-in-class maintenance and equipment care to maximize uptime and minimize interruptions. Duke Energy One's team is well-versed in mission-critical operations and technologies, helping businesses control costs while maintaining consistent uptime and prolonging the life of the equipment. Our team has widespread experience with the regulations and approvals governing energy projects and has the necessary expertise to deliver PRWC's project with quality and safety standards.

Duke Energy One values customer satisfaction because contract execution is only the beginning of the ongoing relationship with our customers. We measure the quality of our managed services through project and portfolio analysis of:

- Commissioning and acceptance test results.
- Achieving own, operate, and maintain results and measuring outcomes over the course of multi-year contracts.
- Sponsoring periodic customer satisfaction activities resulting in high net promoter scores.

Duke Energy One owns and operates diverse portfolio and has extensive experience in managing energy conversion assets, systems, and infrastructure and have entered in more than 200 long-term contracts with customers that value our relationship as owners of their energy assets.



Managed Service Benefits

Our managed service approach is designed to provide technical, operational, financial, and contractual benefits, such as analytics, redundancy, response staffing, and control access. Duke Energy One's priority on design highlights our commitment and focus to solution engineering. The build component represents our technical approach to project implementation, taking the solution from concept to implementation. Lastly, our commitment to own, operate, and maintain the system provides an output value to the customer who is often responsible for the operations and maintenance of equipment and hardware. A key differentiator of working with Duke Energy One is all required funds invested are solely held by Duke Energy One and we use our own capital throughout the life of the agreement. Examples of Managed Service Benefits include, but are not limited to:



Technical Benefits

- Provide sustainable practices by using the most efficient equipment, smart control sequences, energy recovery, and low energy intensity.
- Competitive bidding and solicitations control costs. All equipment and contractors are selected with the PRWC's best interest in mind.
- Transparency during design and construction. PRWC can participate in equipment and contractor selections and design strategies, or we can decide based on our knowledge of how you like to operate.
- System redundancy tailored to customer needs.
- Throughout the project, and at each milestone, we value collaboration and provide the transparent information needed to make informed decisions regarding scope throughout the development phase.



Financial Benefits (Subject to Creditworthiness)

- Duke Energy One uses our capital which is obtained at a favorable rate.
- No upfront payments or capital expenditures. All design, build, and operating costs are rolled into the monthly fee, which does not start until system commissioning.
- Our financing structure can accelerate the pace of project implementation. This allows multi-year projects to be compressed into one (1) phase which allows benefits to begin sooner and eliminate remobilization costs.
- PRWC preserves capital for core business initiatives.
- All equipment and contractors selected competitively which controls customer's cost.
- Offers fair end-of-term arrangements to negotiate renewal, buyout, and transfer to third party, if needed.



Operational Benefits

- Agnostic approach to equipment and manufacturers. We are a builder and operator of sophisticated energy systems, not an equipment manufacturer.
- Monitoring and analytics provided for all systems allows for faster response to system issues and predictive maintenance.
- Contingency plans to get business operations back in service quickly.
- Web access to project documentation (as applicable) including O&M manuals, drawings, reports, etc.
- Staffing tailored to the level of response desired. If requested, on-site oversight will help ensure and assess that the project is being built to design specifications and standards, and that procured and received materials meet these specifications.
- Offers and provides services nationwide.
- Reliable on-site power during outages.
- Equipment monitored and managed 24 / 7 / 365 at our Network Operations Center.
- Energy usage and operating costs are broken out from the rest of your expenses. This drives efficiency and provides valuable data to drive down consumption.
- Track spare parts inventory to ease dead capital and decrease any unforeseen or unplanned downtime.



Contractual Benefits

- Established Master Services Agreement (MSA) for the first project and an Exhibit for any future projects at any site.
- Duke Energy One takes total performance and cost responsibility and assumes system owner risks.



Appendix E. Communication Approach

We are confident that as you review our solution, you will recognize Duke Energy One’s due diligence, comprehensive evaluation of project requirements, and our commitment meet the needs of PRWC.

The following section describes the methods and means of Duke Energy One’s approach to communications with PRWC and project stakeholders. This inclusive approach supports project effectiveness and adherence to schedule.

Duke Energy One approaches each project with comprehensive management and organizational plans. These plans document clear lines of communication, roles, and responsibilities. Our management and organizational plans were built on a foundation of transparency to help ensure accountability, as well as robust, comprehensive policies and procedures to help ensure project success.

Our communication approach includes the following:

- Collaborative approach
- Communication Management Plan
- Project/Construction Management Software
- Point of Contact

Collaborative Approach

The Duke Energy One team recognizes that a successful project will depend on establishing an effective collaboration with PRWC, maintaining open lines of communication, and effectively implementing your project. To ensure open communication and transparency, Duke Energy One provides the following:

- Progress meetings, site visits, and as-needed discussions with PRWC stakeholders via phone, email, video conferencing, or in-person in accordance with local health regulations.
- Transparent communication, progress updates, and document sharing through our on-line, construction management platform.
- Detailed electronic progress and billing reports.
- 24 / 7 / 365 O&M support and local, on-site services through our nation-wide network of technicians.
- Clear understanding of system performance via customizable web-based platform that works on any device.

Communications Management Plan

Our Duke Energy One Project Manager will develop a customized Communication Management Plan to manage communications with PRWC, Duke Energy One, and other relevant project stakeholders during ongoing operations (Project Team). The plan, which can be updated as communication needs change, details how project communications will be conducted, who will participate in communications, frequency of communications, and methods of communications.



The following table is an example of a Communication Matrix a Project Manager may use:

Communication	Objective	Frequency / Medium	Audience	Owner	Deliverable
Kickoff Meeting	Introduce the project and team. Review project objectives and management approach.	Once In Person (if required) Start of development and execution	Project Sponsor Project Team Stakeholders	Project Manager	Agenda Meeting Minutes
Leadership Meetings	Review status of the project with the leadership team.	In Person, as required Conference Call	Project Team	Project Manager	Agenda Meeting Minutes Project Schedule
Workgroup Meetings	Collaboration of project stakeholders to discuss overarching components to achieve project success. Brainstorm technical solution.	In Person, as required Conference Call	Workgroup	Technical Lead	Agenda Meeting Minutes Workgroup Schedule
Technical Design Meetings	Discuss and develop technical design solutions for the project.	As Needed In Person	Project Technical Staff	Technical Lead	Agenda Meeting Minutes
Project Status Reports	Report project status including activities, progress, costs, and issues.	Monthly Email	Project Sponsor Project Team	Project Manager	Project Status Report Risk Management Plan/Updates Project Schedule
Conference Meeting	Review roles, responsibilities, expectations, timelines, and communication protocols, Review schedules for design and construction. Establish protocols for site access and submittal review. Review details about contract requirements.	In Person, as needed Conference Call	Project Team Project Technical Staff	Project Manager	Agenda Meeting Minutes Updated Communication Plan

Project / Construction Management Software: Procore

Once awarded, Duke Energy One will give PRWC access to Procore, our cloud-based project and construction management platform. Procore serves as an interactive repository of project status, including design documents, permit status, schedules, RFIs, quality audits, and commissioning reports, among other project milestones and functions. Procore helps the Project Team to facilitate document control and communication integrity throughout the full project lifecycle. Procore also allows Project Team members to provide up-to-date project information and schedule status. During each phase, the Duke Energy One team will provide routine updates from Procore.



Point of Contact

A dedicated Duke Energy One person will serve as the primary point of contact for PRWC through each major phase of the project lifecycle. The project is initially managed by a Business Development Manager through contracting, then transferred to a Project Manager through system implementation, and later handed off to an O&M Site Manager throughout the system's operation.

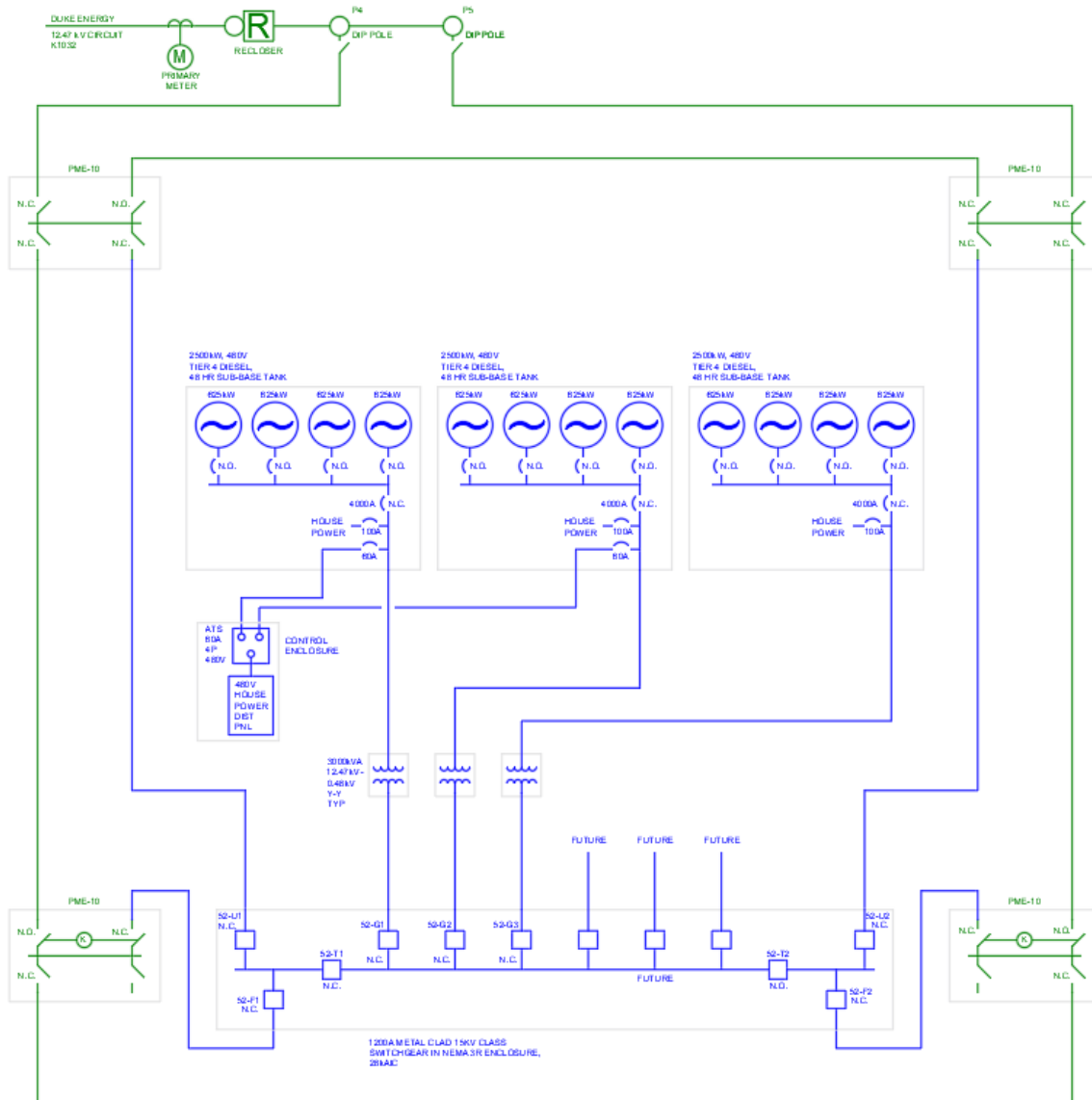
Duke Energy One will keep PRWC updated on project performance and implement all necessary communications with PRWC and project stakeholders, examples including:

- System performance monitoring. Our performance monitoring interface allows users to monitor the performance live including system voltages, current load level, equipment status, generator output among others. This data is available locally or remotely through our remote Network Operations Center.
- Plans on how to respond to emergencies and quickly restore service.

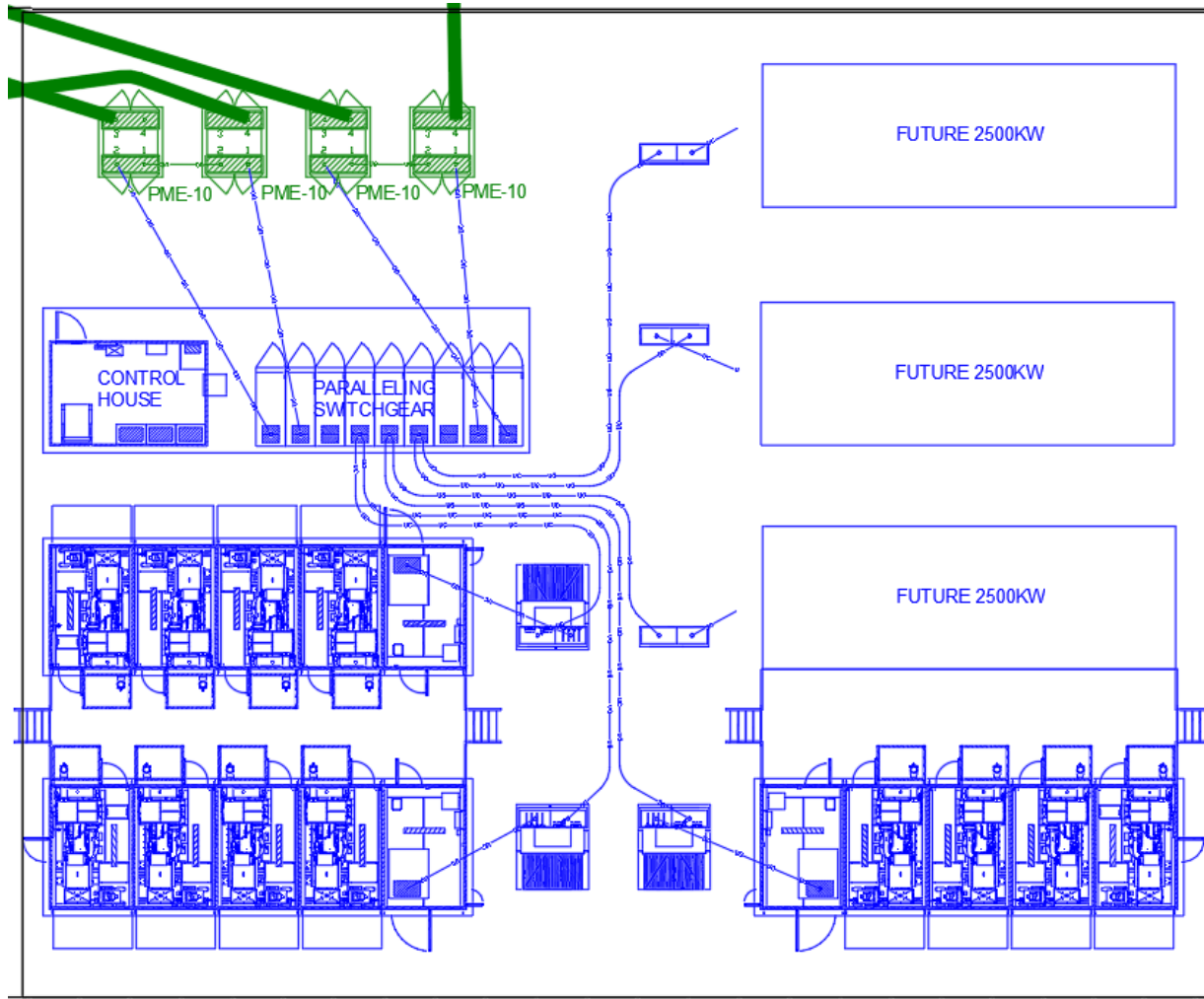
Appendix F. Quality Management Approach (QA / QC)

Duke Energy One projects are subject to rigorous internal program guidelines. We design solutions to conform to high performing standards, construct projects with proven quality of equipment, materials, and work practices, including testing. Testing includes startup procedures, cable testing, controls testing, and formal testing and commissioning. Controls testing is initially performed with factory witness testing, again during installed system startup, and finally with formal Testing and Commissioning. Testing is completed with an actual utility outage while connected to customer load to ensure Duke's system the customer's systems operate as designed and expected. .

Attachment 1 – Preliminary One Line Diagram



Attachment 2 – Preliminary Site Layout Drawing



Agenda Item H.4.

1/15/2025

SUBJECT

Revision of Final Points of Connection for the Southeast Wellfield Project (Action)

DESCRIPTION

Section 12.1 of the July 21, 2022 Second Amended and Restated Implementation Agreement requires that the Points of Connection (POC's) and the location of meters used for the delivery of Project Water to the Project Participants be identified by the Cooperative no later than January 1, 2023. The Cooperative, through consultation with the PRWC Technical Advisory Committee (TAC) and meetings with individual members, had identified POC's for the Southeast Wellfield Project Participants which were approved during the January 2023 Board meeting. The determination of the POC's considered a number of factors, including transmission system routing, location of existing/proposed member facilities, hydraulic capacity of member systems, and future service area growth for each member.

Since that time, updates to points of connection have been made. This agenda item presents the updated POC Map which includes the following changes:

- Relocation of Polk County's NERUSA point of connection
- Omission of Lake Wales's point of connection (as they are not a Phase 1 project participant)
- Relocation of Auburndale's point of connection

RECOMMENDATION

Approve updated Points of Connection for the Southeast Transmission Project.

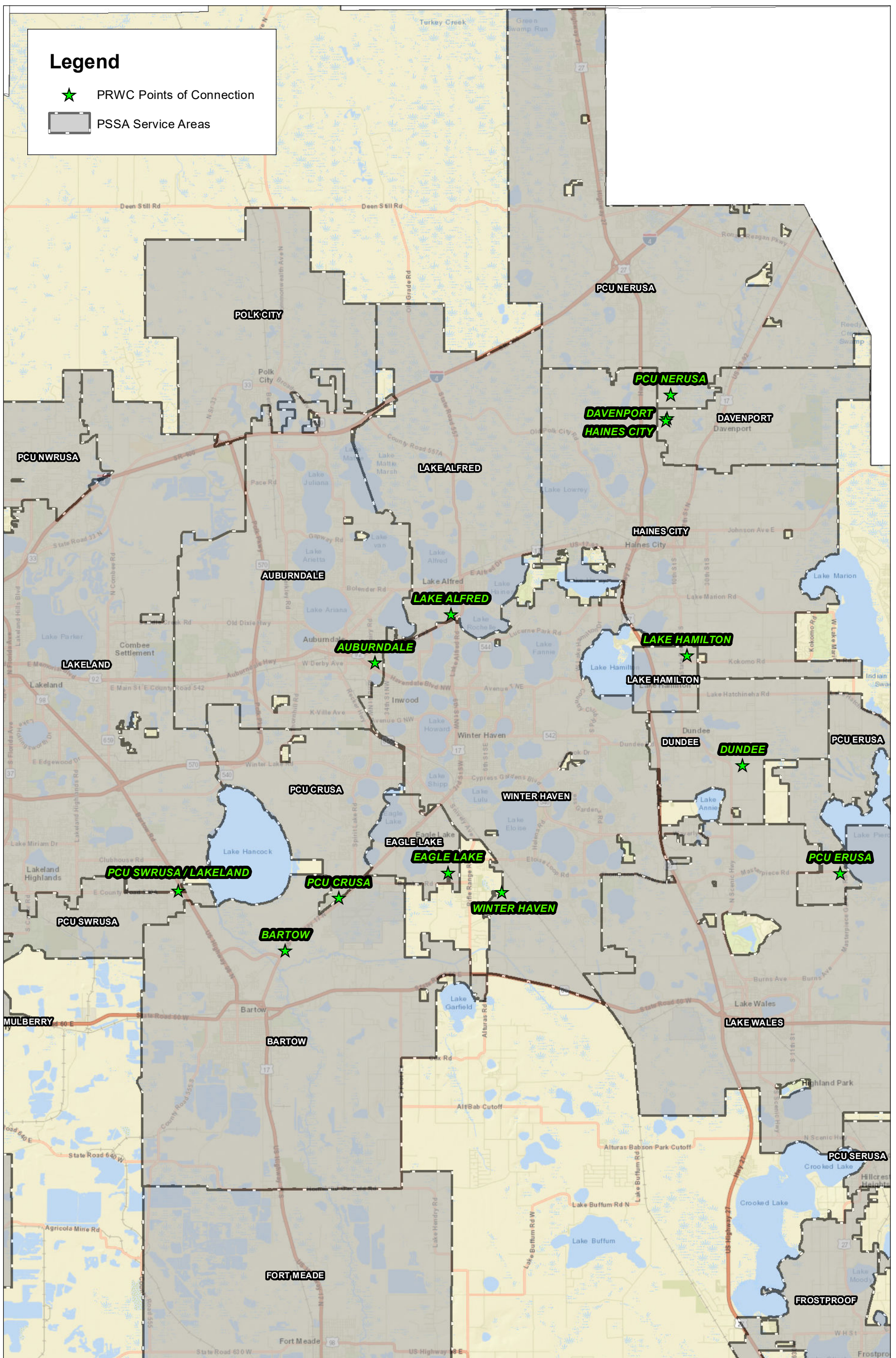
FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

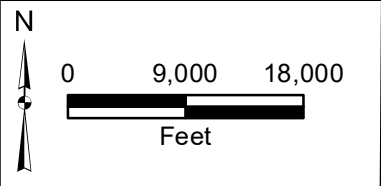
Mary Thomas

Mark Addison



Legend

- ★ PRWC Points of Connection
- PSSA Service Areas



PRWC
Member Points of Connection
 Revised 2024

FIGURE 1

Agenda Item H.5.

1/15/2025

SUBJECT

Adopt Resolution 2025-01 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #16) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

DESCRIPTION

Pursuant to Cooperative Resolution 2023-06, as amended by Resolution 2024-34, the Cooperative Board approved (March 2023) 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 2025-01 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," "C" and "D." This resolution authorizes the Cooperative, its officers, employees, contractors and attorneys to acquire permanent and temporary construction easement(s) in certain lands described in Exhibits "A," "B," "C" and "D" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

RECOMMENDATION

Adopt Resolution 2025-01 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #16) 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 2025-01

**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 2023-06, as modified by Cooperative Resolution 2024-34, 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 2023-06, as modified by Cooperative Resolution 2024-34, 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 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) and 373.713(2)(e), 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 Southeast Wellfield Project; and

WHEREAS, the Cooperative has determined the need to acquire a non-exclusive permanent easement for construction of the Southeast Wellfield 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 Southeast Wellfield 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 Southeast Wellfield Project 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 (4002-PE), (4002-TCE), (4003-PE), (4003-TCE), (4004-PE), (4004-TCE), (4007-PE) and (4007-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 Southeast Wellfield 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 15th day of January, 2025

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

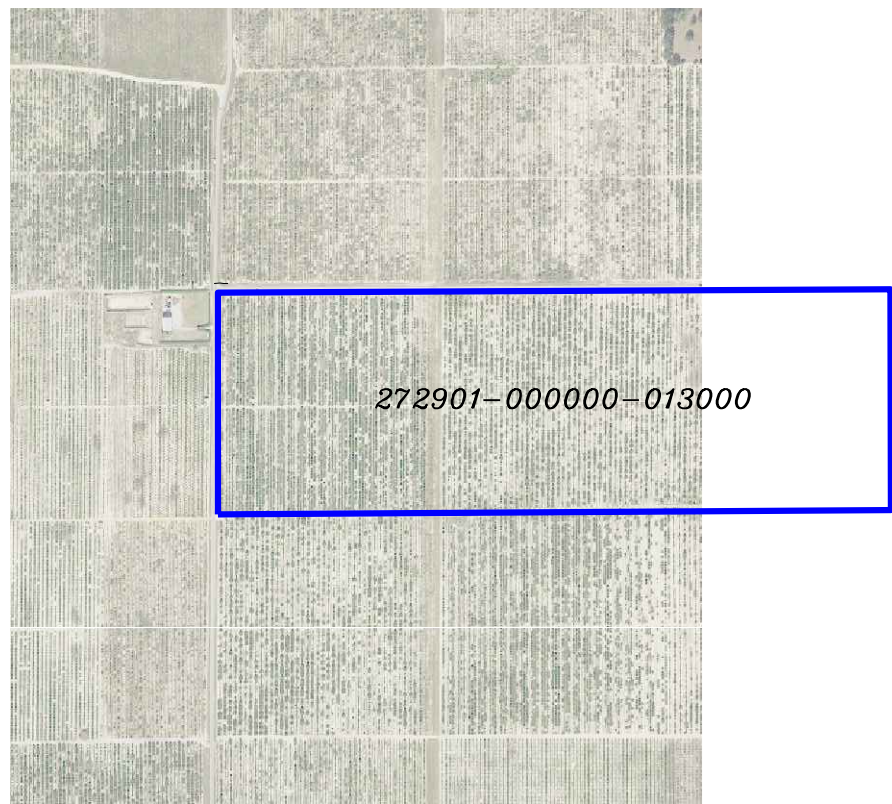
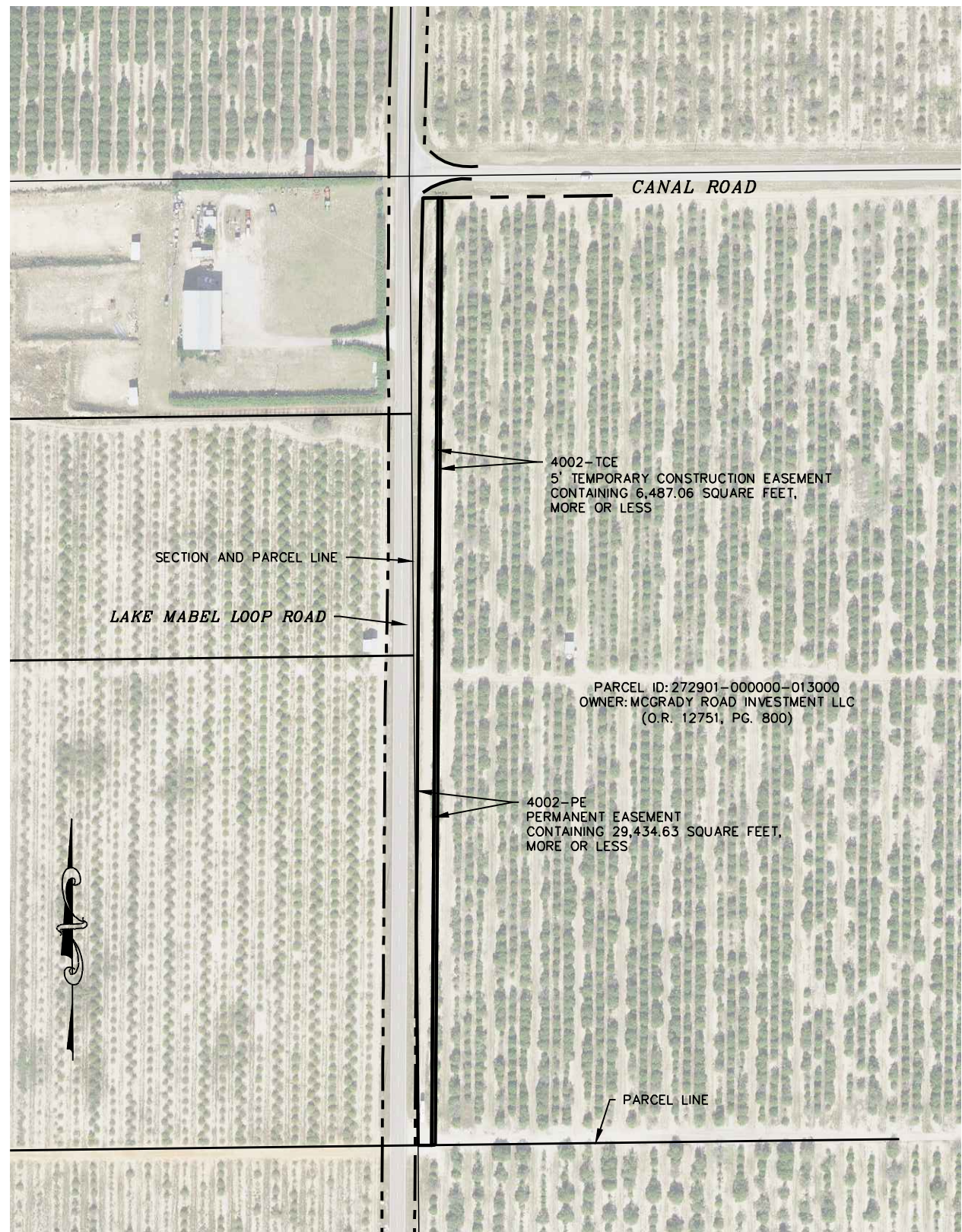
Edward P. de la Parte
Legal Counsel

EXHIBIT A

Nonexclusive Permanent Easement Legal Descriptions

[See Attached 12 Pages]

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMTS.dwg 4002-EX Nov 06, 2024 3:36pm by: jammerrmann

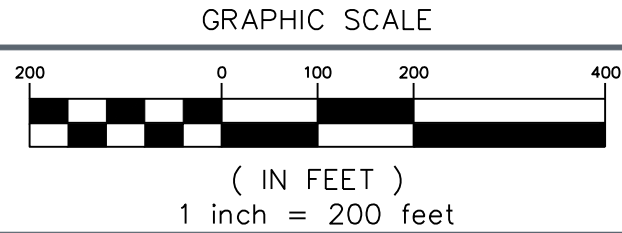


NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402
© 2024 CHASTAIN SKILLMAN C.A. NO. 262



PRWC
McGRADY ROAD INVESTMENT LLC EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/06/2024	PARCEL NUMBER: 4002
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4002-PE

DESCRIPTION:

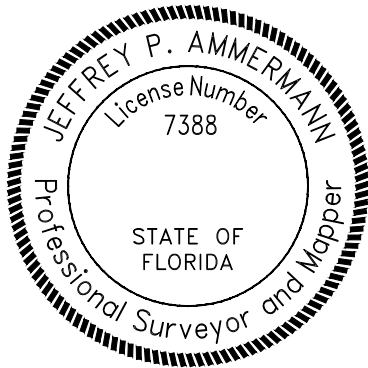
A parcel of land being a portion of "Parcel 1" as described in Official Records Book 12751, Pages 800 through 801, of the Public Records of Polk County, Florida, located in Section 01, Township 29 South, Range 27 East, being more particularly described as follows:

BEGIN at the Southwest corner of the North 1/2 of the Northwest 1/4 of said Section 01; thence North 00°30'46" West, along the West line of said Northwest 1/4, a distance of 290.99 feet to the intersection with the East maintained right-of-way line of Lake Mabel Loop Road as depicted in Map Book 11, Pages 144 through 155, Public Records of Polk County, Florida; thence along said East maintained right-of-way line the following eleven (11) courses; thence (1) North 00°15'52" East, 26.69 feet; thence (2) North 00°33'04" East, 100.00 feet; thence (3) North 00°15'52" East, 100.00 feet; thence (4) North 00°26'11" East, 100.00 feet; thence (5) North 00°19'19" East, 100.00 feet; thence (6) North 00°26'11" East, 100.00 feet; thence (7) North 00°15'52" East, 100.00 feet; thence (8) North 00°29'37" East, 100.00 feet; thence (9) North 00°19'19" East, 100.00 feet; thence (10) North 00°53'41" East, 100.0 feet; thence (11) North 01°30'18" East, 79.73 feet to the intersection with the South right-of-way line of Canal Road as described in Official Records Book 1479, Pages 335 through 336, Public Records of Polk County, Florida; thence North 89°16'06" East, along said South right-of-way line, 21.11 feet; thence South 00°23'58" West, 1297.41 feet to the South line of the North 1/2 of said Northwest 1/4; thence South 89°16'06" West, along said South line, 18.64 feet to the POINT OF BEGINNING.

Said parcel contains 29,434.63 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		4002-PE
FIELD BOOK: — PAGE: —	DATE: 11/06/2024	SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4002-PE Nov 06, 2024 11:53am by: jammermann

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH

4002-PE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the West line of the NW 1/4 of Section 01, Township 29 South, Range 27 East, Polk County, Florida, being North 00°30'46" West.



MATCH LINE

SUBJECT PARCEL
4002-PE
CONTAINING 29,434.63 SQUARE FEET,
MORE OR LESS

WEST LINE OF THE
NW 1/4 OF SECTION 01

EAST MAINTAINED
RIGHT-OF-WAY
(M.B. 11, PG. 144)

PARCEL ID: 272901-000000-013000
OWNER: MCGRADY ROAD INVESTMENT LLC
(O.R. 12751, PG. 800)

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY
(M.B. 11, PG. 144)

S 00°23'58" W 1297.41'

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°30'46" W	290.99'
L2	N 00°15'52" E	26.69'
L3	N 00°33'04" E	100.00'
L4	N 00°15'52" E	100.00'
L5	N 00°26'11" E	100.00'
L6	N 00°19'19" E	100.00'
L7	N 00°26'11" E	100.00'
L8	N 00°15'52" E	100.00'
L9	N 00°29'37" E	100.00'
L10	N 00°19'19" E	100.00'
L11	N 00°53'41" E	100.00'
L12	N 01°30'18" E	79.73'
L13	N 89°16'06" E	21.11'
L14	S 89°16'06" W	18.64'

POINT OF BEGINNING

SW CORNER OF THE
NORTH 1/2 OF THE NW 1/4
OF SECTION 01,
TOWNSHIP 29 SOUTH,
RANGE 27 EAST

L14

WEST LINE OF THE
NW 1/4 OF SECTION 01
N 00°30'46" W
(BASIS OF BEARINGS)

SOUTH LINE OF THE
NORTH 1/2 OF THE
NW 1/4 OF SECTION 01

CANAL ROAD

SOUTH
RIGHT-OF-WAY LINE
(O.R. 1479, PG. 335)

WEST LINE OF THE
NW 1/4 OF SECTION 01

PARCEL ID: 272901-000000-013000
OWNER: MCGRADY ROAD INVESTMENT LLC
(O.R. 12751, PG. 800)

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY
(M.B. 11, PG. 144)

S 00°23'58" W 1297.41'

EAST MAINTAINED
RIGHT-OF-WAY
(M.B. 11, PG. 144)

MATCH LINE

SHEET 2 OF 2

CS PROJECT: 8825.03

4002-PE

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

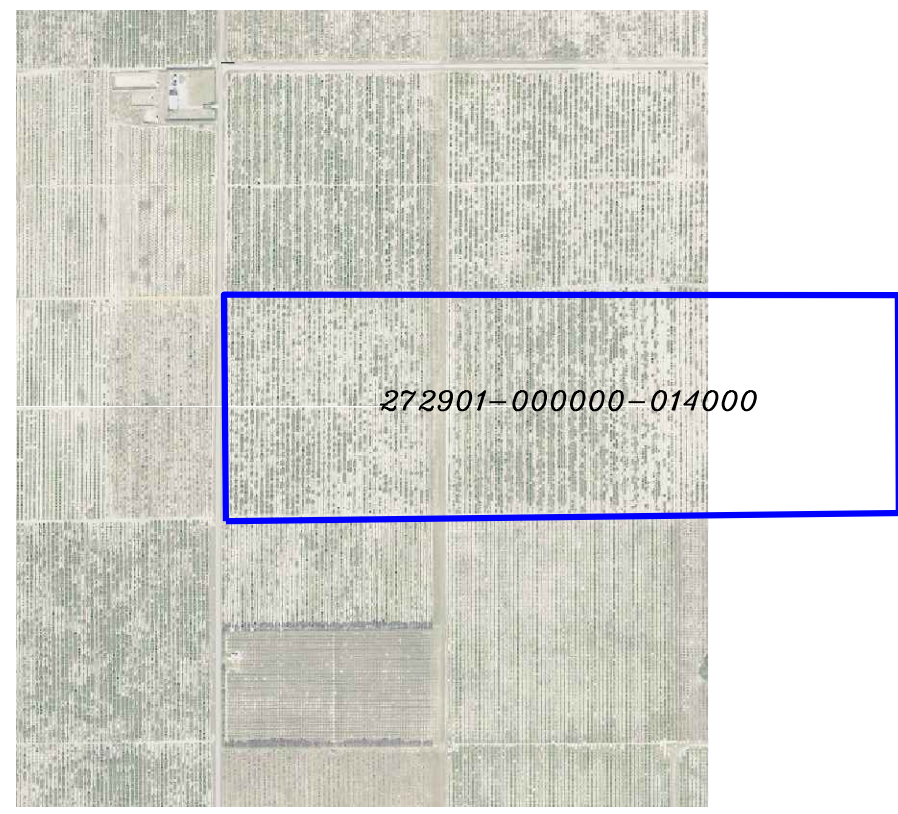
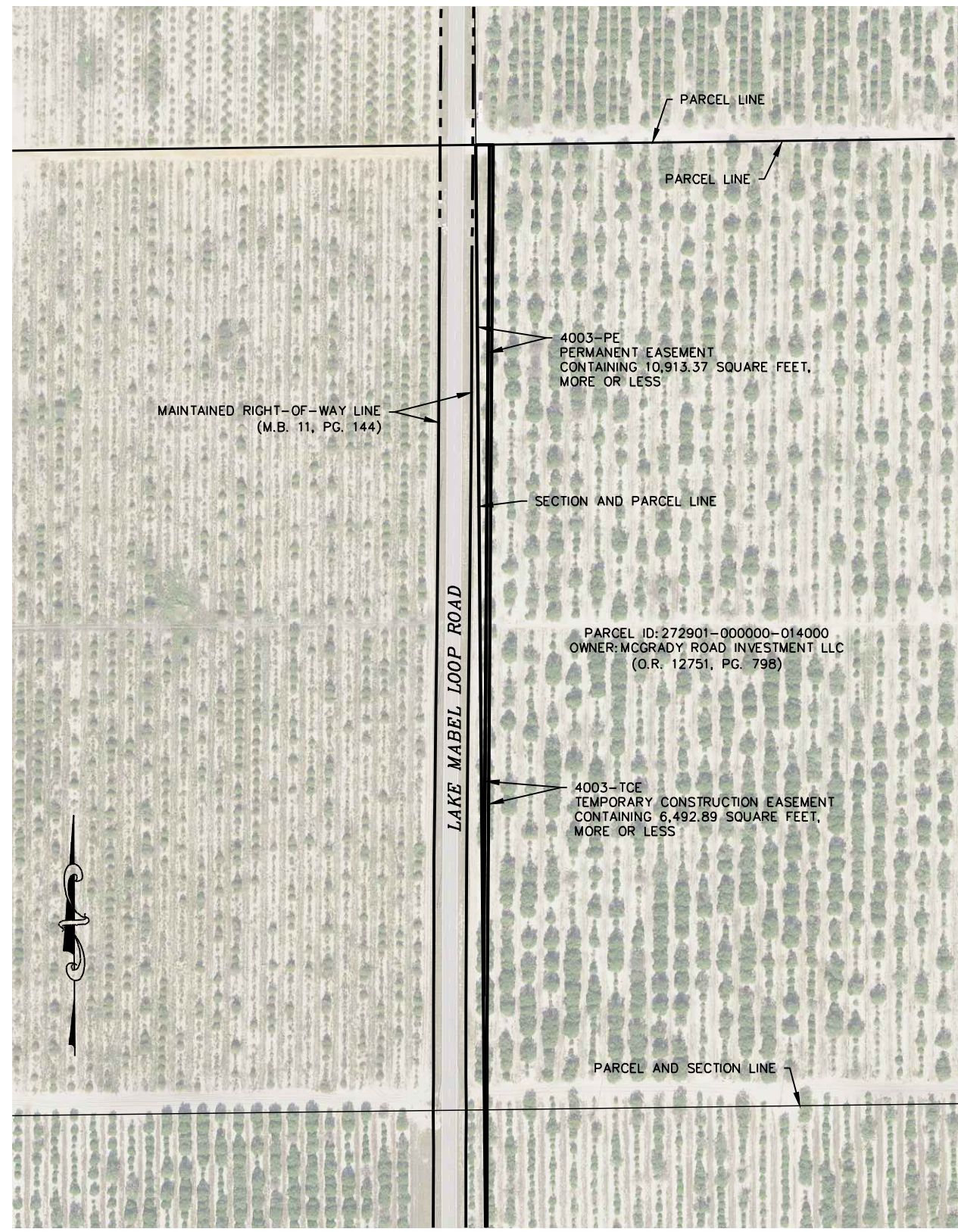
DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/06/2024

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM.TS.dwg 4002-PE (2) Nov 06, 2024 11:53am by: jimmermann

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMTS.dwg 4003-EX Nov 06, 2024 4:51pm by: jammerrmann



NUMBER	DATE	DESCRIPTION

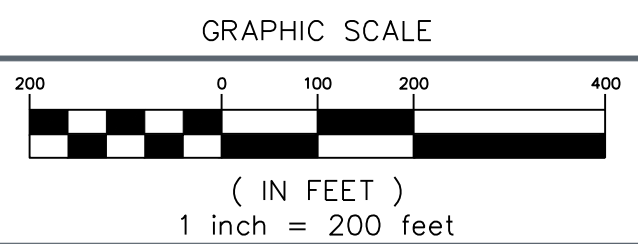
CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402

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PRWC

McGRADY ROAD INVESTMENT LLC EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/06/2024	PARCEL NUMBER: 4003
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4003-PE

DESCRIPTION:

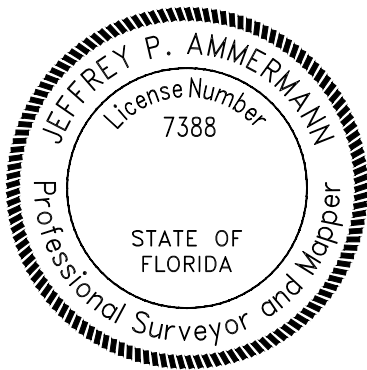
A parcel of land being a portion of "Parcel 1" as described in Official Records Book 12751, Pages 798 through 799, Public Records of Polk County, Florida, located in Section 01, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the South 1/2 of the Northwest 1/4 of said Section 01; thence North 00°30'46" West, along the West line of said South 1/2 of the Northwest 1/4, a distance of 156.25 feet to the POINT OF BEGINNING; thence continue North 00°30'46" West, along said West line, 1170.92 feet to the North line of said South 1/2 of the Northwest 1/4; thence North 89°16'06" East, along said North line, 18.64 feet; thence South 00°23'58" West, 1171.14 feet to the POINT OF BEGINNING.

Said parcel contains 10,913.37 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

<i>PREPARED BY:</i> CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
<i>DRAWN BY:</i> S. CHILDS		4003-PE
<i>FIELD BOOK:</i> — <i>PAGE:</i> —	<i>DATE:</i> 11/06/2024	SHEET NO. V-01

P: \\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4003-PE Nov 06, 2024 4:32pm by: jammermann

LEGEND:

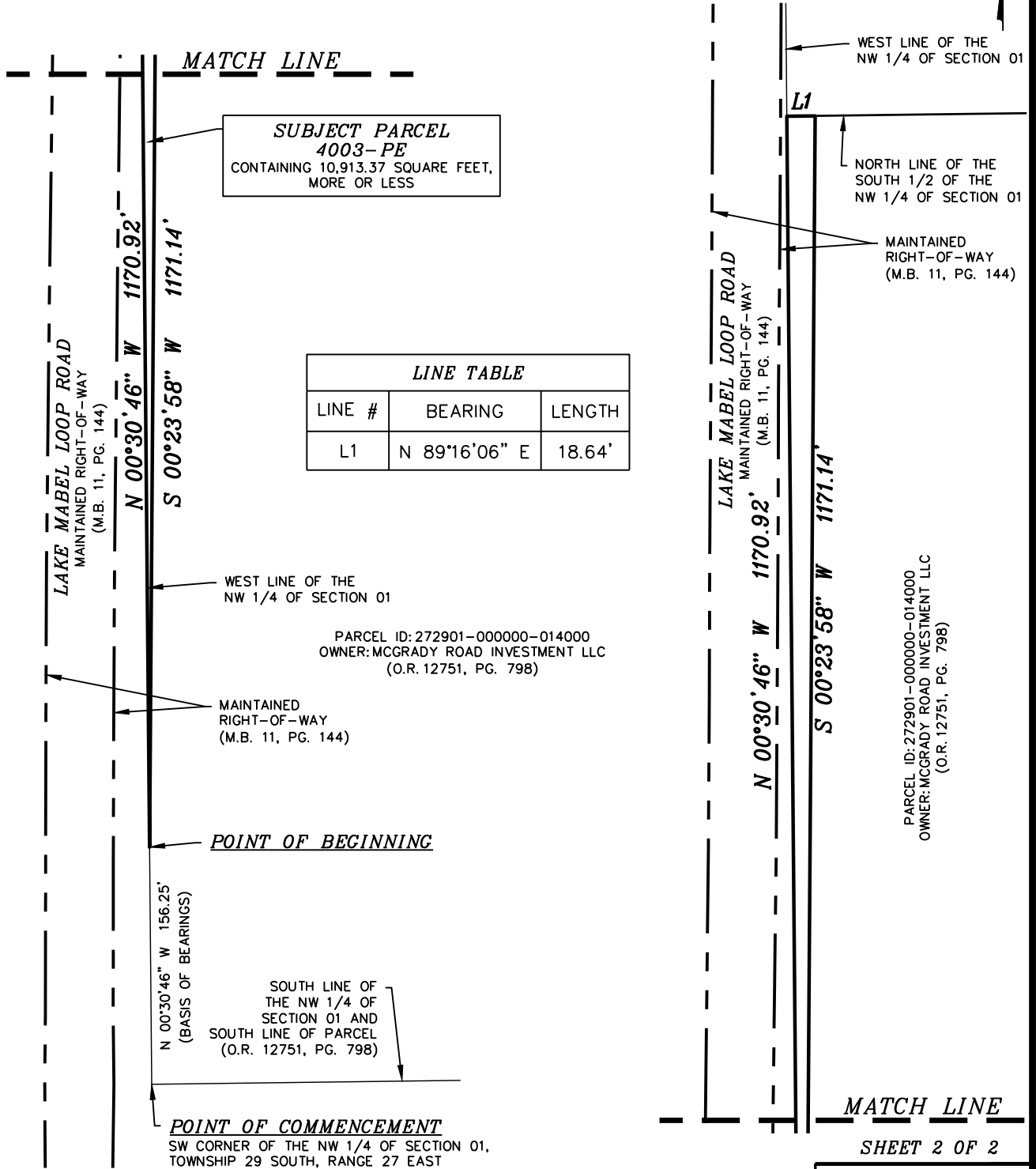
- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH
4003-PE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the West line of the NW 1/4 of Section 01, Township 29 South, Range 27 East, Polk County, Florida, being North 00°30'46" West.



SHEET 2 OF 2

CS PROJECT: 8825.03

4003-PE

SHEET NO. V-02

PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

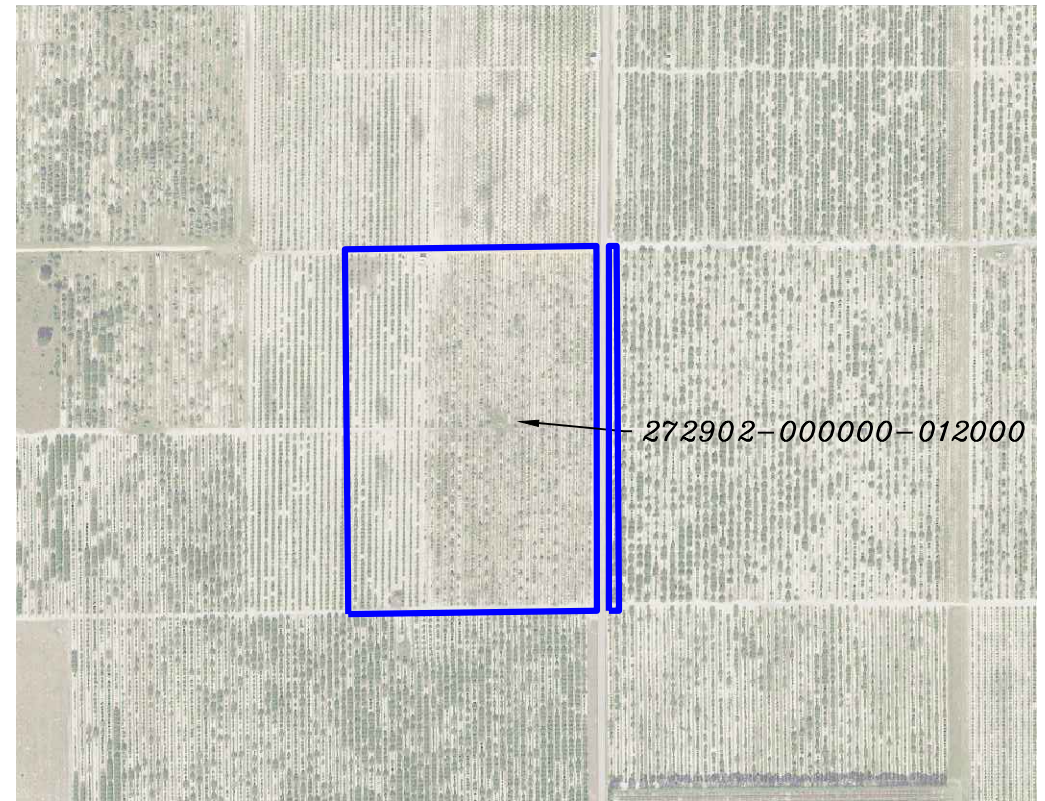
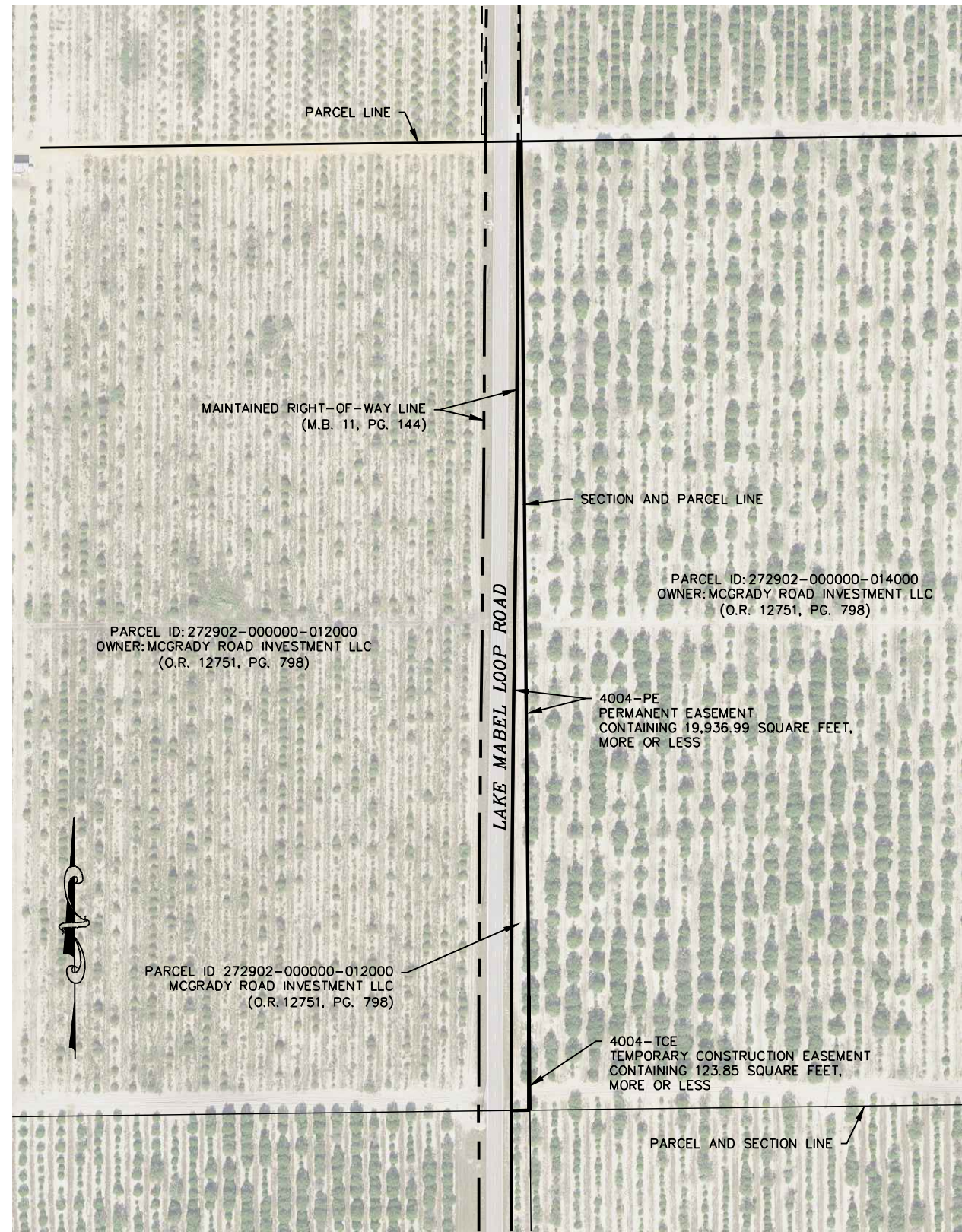
DRAWN BY: **S. CHILDS**

FIELD BOOK: — PAGE: —

DATE: **11/06/2024**

P: \882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4003-PE (2) Nov 06, 2024 4:32pm by: jommermann

EXHIBIT



P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMTS.dwg 4004-EX Nov 07, 2024 8:18am by: jammerrmann

NUMBER	DATE	DESCRIPTION

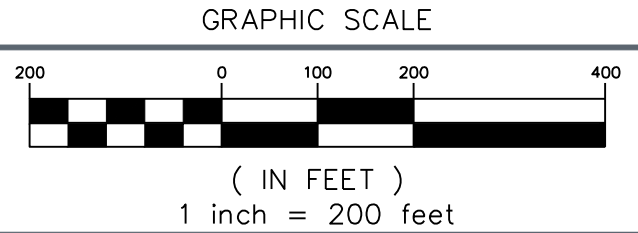
CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402

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PRWC

McGRADY ROAD INVESTMENT LLC EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/07/2024	PARCEL NUMBER: 4004
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4004-PE

DESCRIPTION:

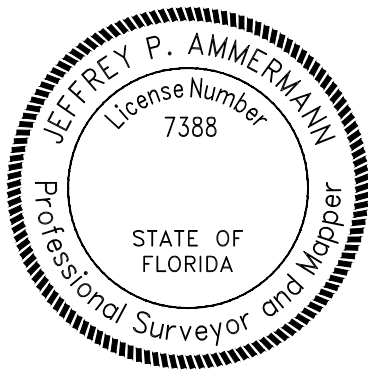
A parcel of land being a portion of "Parcel 2" as described in Official Records Book 12751, Pages 798 through 799, Public Records of Polk County, Florida, located in Section 02, Township 29 South, Range 27 East, lying East of the maintained right-of-way for Lake Mabel Loop Road, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 02; thence South 89°16'16" West, along the South line of said Southeast 1/4 of the Northeast 1/4, a distance of 1.59 feet to the POINT OF BEGINNING; thence continue South 89°16'16" West, along said South line, 23.33 feet to the intersection with the East maintained right-of-way line of Lake Mabel Loop Road as depicted in Map Book 11, Pages 144 through 155, Public Records of Polk County, Florida; thence along said East maintained right-of-way line the following fourteen (14) courses; thence (1) North 00°36'51" West, 45.14 feet; thence (2) North 00°03'20" East, 100.00 feet; thence (3) North 00°10'13" East, 100.00 feet; thence (4) North 00°17'05" East, 100.00 feet; thence (5) North 00°37'43" East, 100.00 feet; thence (6) North 00°34'17" East, 100.00 feet; thence (7) North 00°41'09" East, 100.00 feet; thence (8) North 00°41'09" East, 100.00 feet; thence (9) North 00°41'09" East, 100.00 feet; thence (10) North 00°20'31" East, 100.00 feet; thence (11) North 00°20'31" East, 100.00 feet; thence (12) North 00°10'13" East, 100.00 feet; thence (13) North 00°30'50" East, 100.00 feet; thence (14) North 00°19'51" East, 82.28 feet to the North line of said Southeast 1/4 of the Northeast 1/4 of Section 02; thence North 89°16'16" East, along said North line, 4.08 feet; thence South 00°30'46" East, along the East line of said Southeast 1/4 of the Northeast 1/4, a distance of 1170.92 feet; thence South 00°04'07" West, 156.26 feet to the POINT OF BEGINNING.

Said parcel contains 19,936.99 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		4004-PE
FIELD BOOK: — PAGE: —	DATE: 11/07/2024	SHEET NO. V-01

P: \882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4004-PE Nov 07, 2024 7:43am by: jammermann

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH

4004-PE

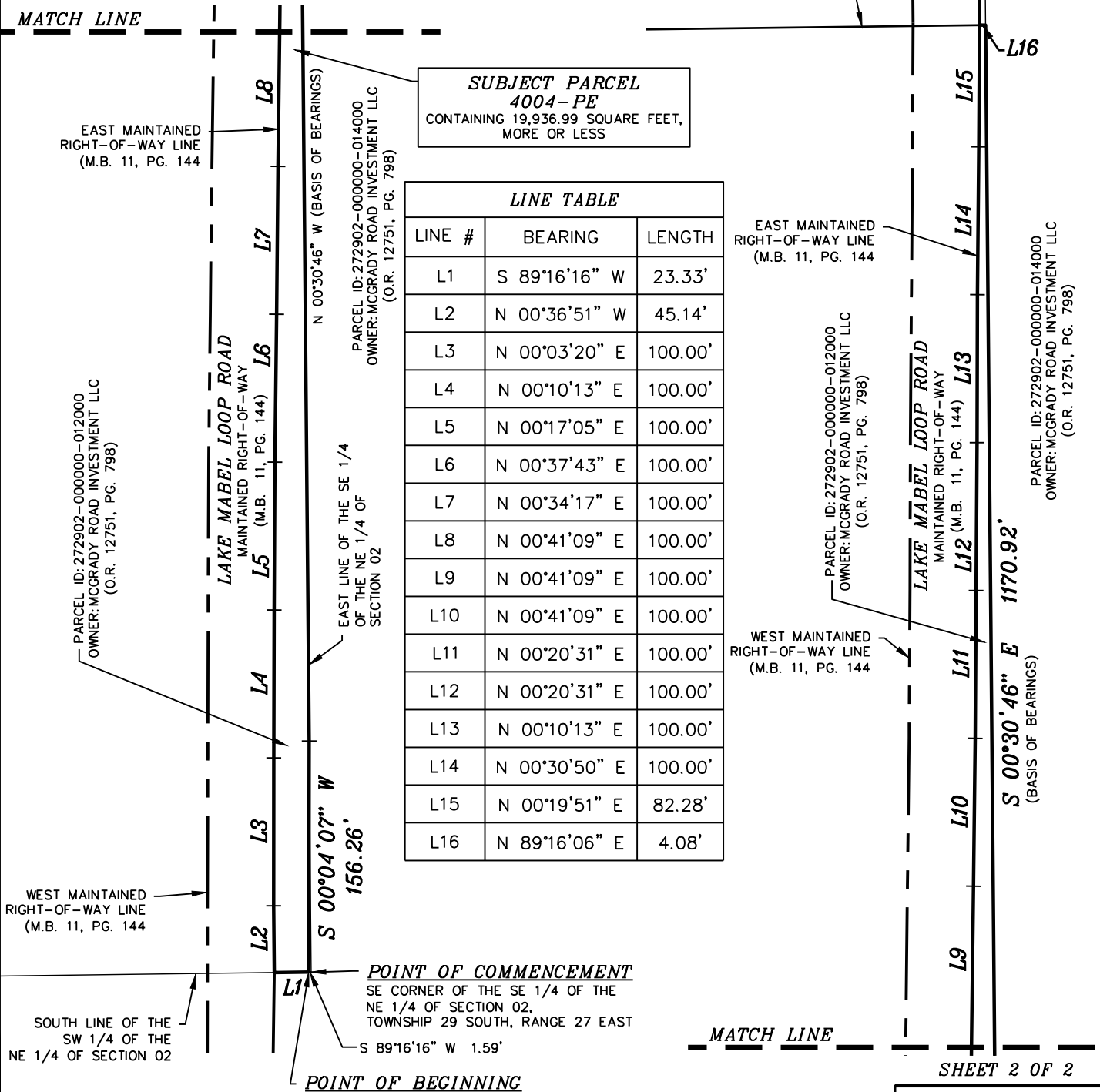
SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the East line of the NE 1/4 of Section 02, Township 29 South, Range 27 East, Polk County, Florida, being South 00°30'46" East.

NORTH LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 02

MATCH LINE



SUBJECT PARCEL
4004-PE
CONTAINING 19,936.99 SQUARE FEET,
MORE OR LESS

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°16'16" W	23.33'
L2	N 00°36'51" W	45.14'
L3	N 00°03'20" E	100.00'
L4	N 00°10'13" E	100.00'
L5	N 00°17'05" E	100.00'
L6	N 00°37'43" E	100.00'
L7	N 00°34'17" E	100.00'
L8	N 00°41'09" E	100.00'
L9	N 00°41'09" E	100.00'
L10	N 00°41'09" E	100.00'
L11	N 00°20'31" E	100.00'
L12	N 00°20'31" E	100.00'
L13	N 00°10'13" E	100.00'
L14	N 00°30'50" E	100.00'
L15	N 00°19'51" E	82.28'
L16	N 89°16'06" E	4.08'

SHEET 2 OF 2

CS PROJECT: 8825.03

4004-PE

SHEET NO. V-02

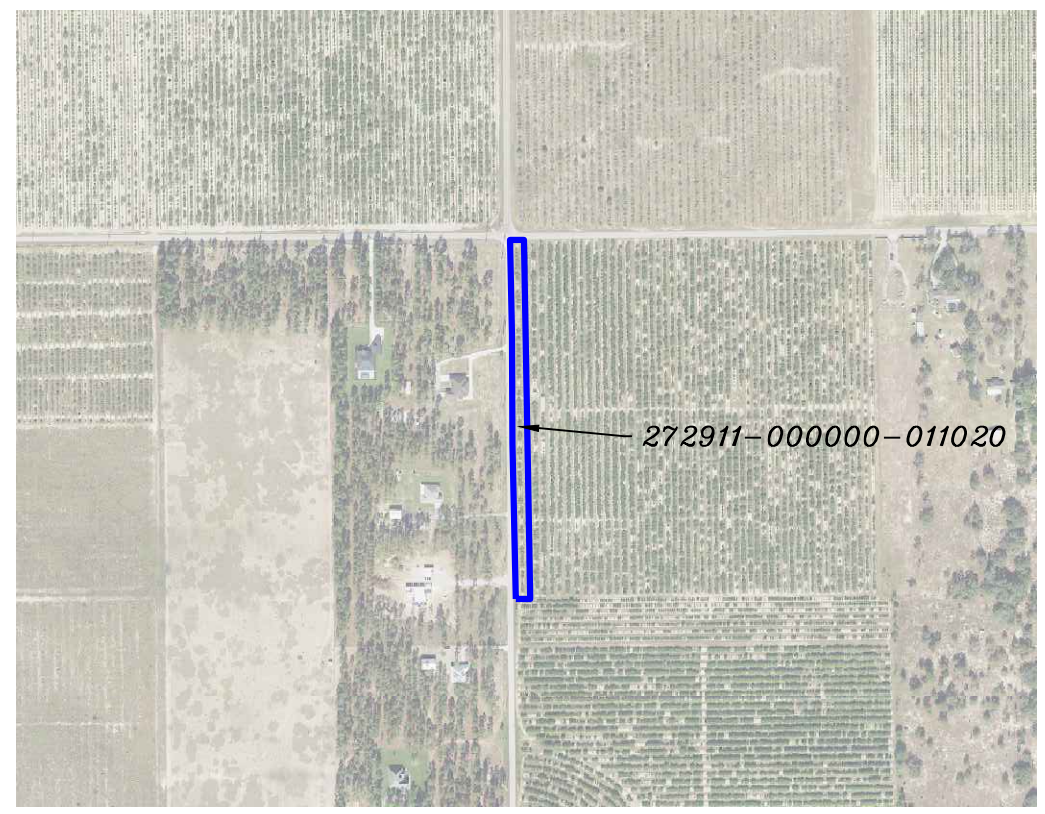
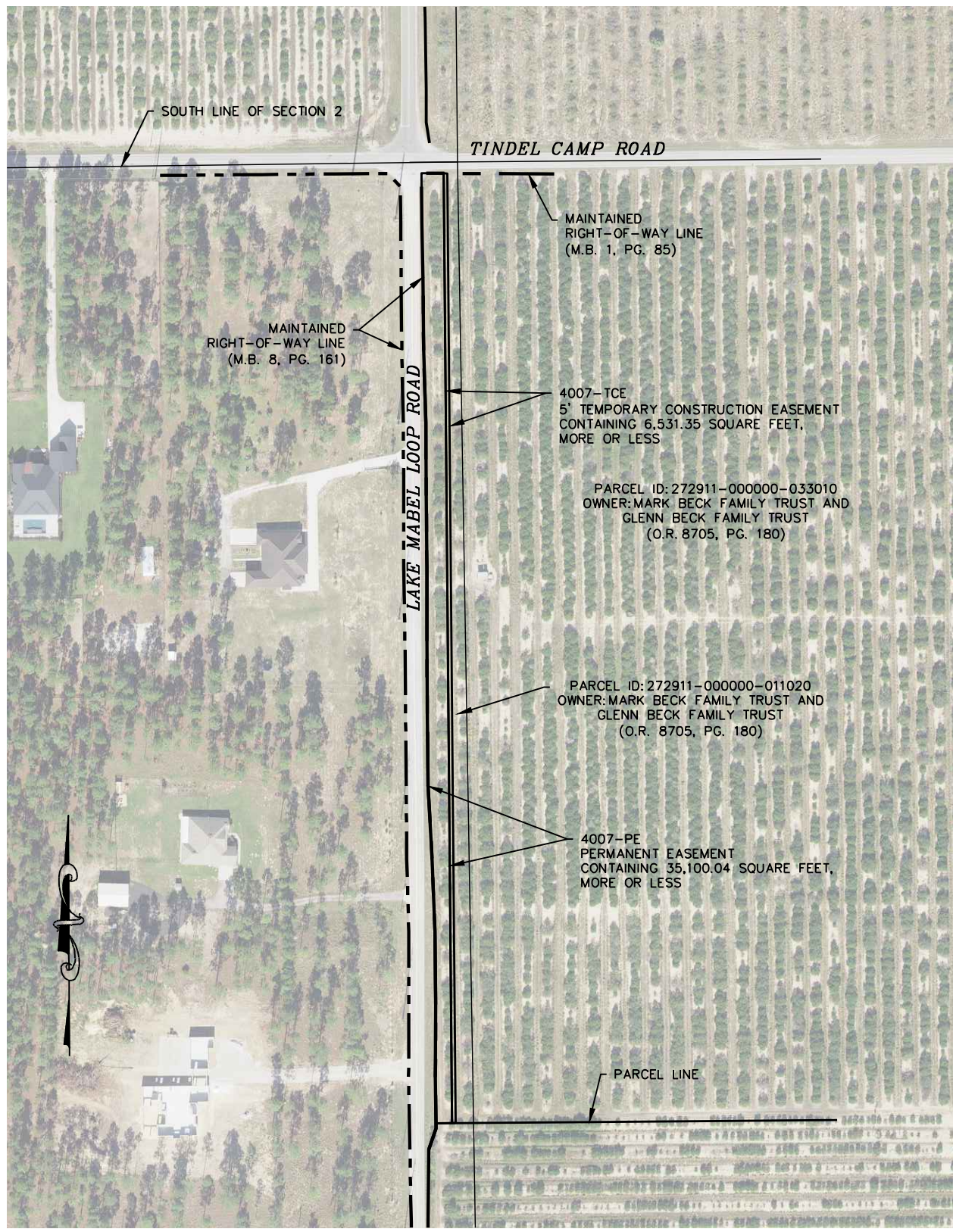
PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4004-PE (2) Nov 07, 2024 7:43am by: jommermann



P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMIS.dwg 4007-EX Nov 07, 2024 10:35am by: jammermann

NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402

© 2024 CHASTAIN SKILLMAN C.A. NO. 262



PRWC

MARK BECK FAMILY TRUST AND
 GLENN BECK FAMILY TRUST EXHIBIT

GRAPHIC SCALE

(IN FEET)
 1 inch = 200 feet

FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/07/2024	PARCEL NUMBER: 4007
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4007-PE

DESCRIPTION:

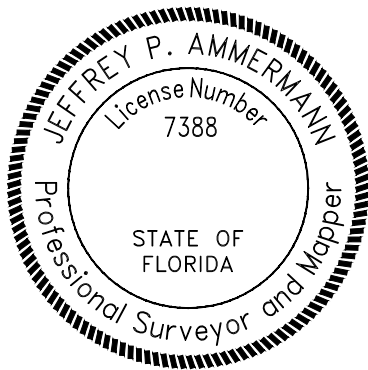
A parcel of land being a portion of the parcel described in Official Records Book 8705, Pages 180 through 181, Public Records of Polk County, Florida, located in Section 11, Township 29 South, Range 27 East, lying East of the maintained right-of-way for Lake Mabel Loop Road, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 11; thence South 00°58'13" East, along the East line of said Northeast 1/4 of the Northeast 1/4, a distance of 16.01 feet to the intersection with the South maintained right-of-way line of Tindell Camp Road as depicted in Map Book 1, Pages 85 through 87, Public Records of Polk County, Florida; thence North 89°33'35" West, along said South maintained right-of-way line, 18.99 feet to the POINT OF BEGINNING; thence South 00°30'33" East, 1306.31 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 11; thence South 89°34'27" West, along said South line, 22.39 feet to the intersection with the East maintained right-of-way line of Lake Mabel Loop Road as depicted in Map Book 8, Pages 161 through 168, Public Records of Polk County, Florida; thence along said East maintained right-of-way line the following fourteen (14) courses; thence (1) North 00°28'32" West, 63.98 feet; thence (2) North 00°05'51" East, 100.00 feet; thence (3) North 00°28'32" West, 100.00 feet; thence (4) North 02°11'38" West, 100.04 feet; thence (5) North 03°20'17" West, 100.12 feet; thence (6) North 00°28'32" West, 100.00 feet; thence (7) North 00°28'32" West, 100.00 feet; thence (8) North 00°05'51" East, 100.00 feet; thence (9) North 00°28'32" West, 100.00 feet; thence (10) North 00°28'32" West, 100.00 feet; thence (11) North 01°37'17" West, 100.02 feet; thence (12) North 00°28'32" West, 100.00 feet; thence (13) North 01°14'22" West, 75.01 feet; thence (14) North 00°28'32" West, 67.79 feet to the intersection with said South maintained right-of-way line of Tindell Camp Road; thence South 89°33'55" East, along said South maintained right-of-way line, 30.63 feet to the POINT OF BEGINNING.

Said parcel contains 35,100.04 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		4007-PE
FIELD BOOK: — PAGE: —	DATE: 11/07/2024	SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4007-PE Nov 07, 2024 10:23am by: jammermann

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

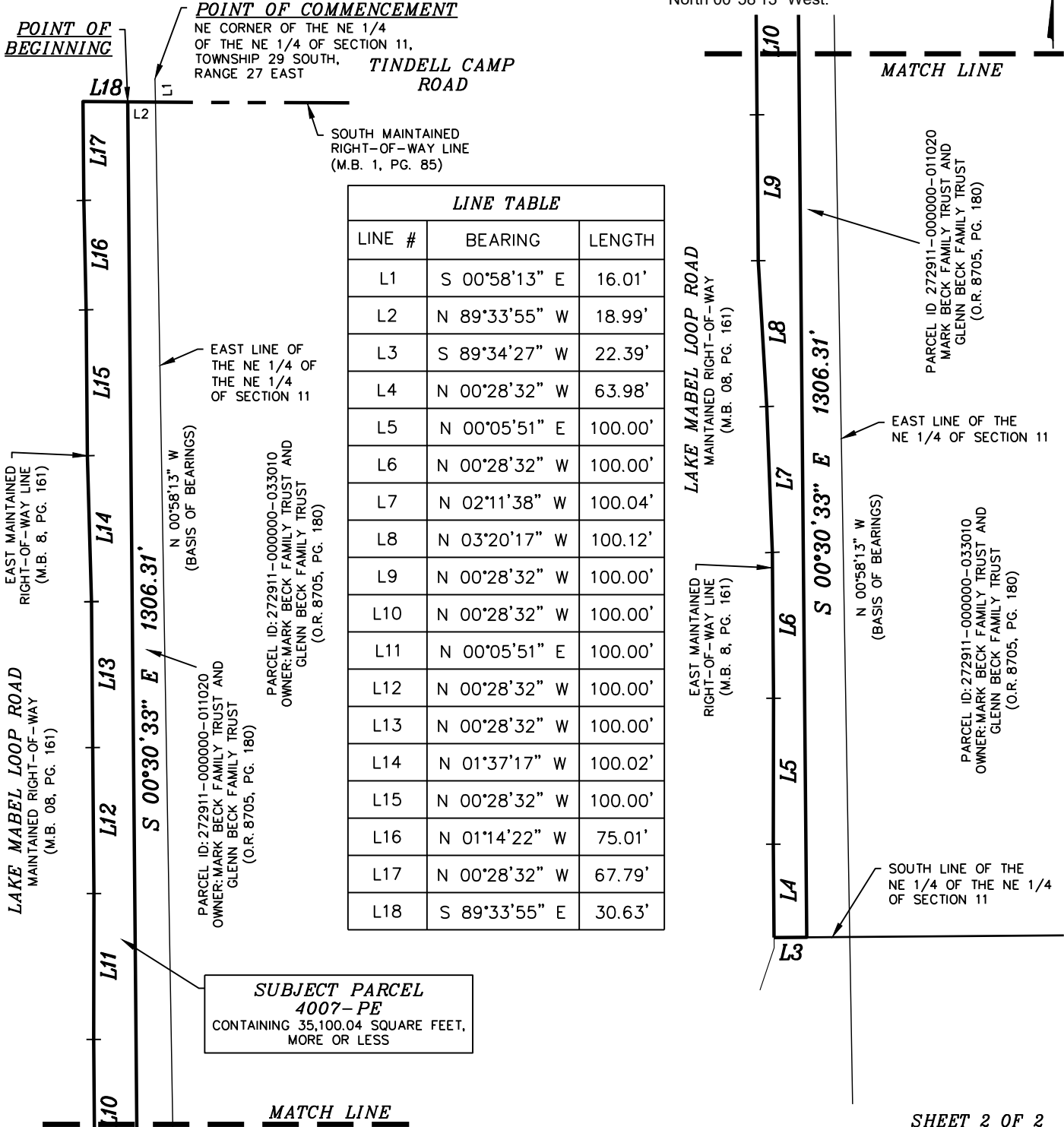
DESCRIPTION SKETCH

4007-PE

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the East line of the Northeast 1/4 of Section 11, Township 29 South, Range 27 East, Polk County, Florida, being North 00°58'13" West.

SCALE 1" = 100'



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°58'13" E	16.01'
L2	N 89°33'55" W	18.99'
L3	S 89°34'27" W	22.39'
L4	N 00°28'32" W	63.98'
L5	N 00°05'51" E	100.00'
L6	N 00°28'32" W	100.00'
L7	N 02°11'38" W	100.04'
L8	N 03°20'17" W	100.12'
L9	N 00°28'32" W	100.00'
L10	N 00°28'32" W	100.00'
L11	N 00°05'51" E	100.00'
L12	N 00°28'32" W	100.00'
L13	N 00°28'32" W	100.00'
L14	N 01°37'17" W	100.02'
L15	N 00°28'32" W	100.00'
L16	N 01°14'22" W	75.01'
L17	N 00°28'32" W	67.79'
L18	S 89°33'55" E	30.63'

SUBJECT PARCEL
4007-PE
 CONTAINING 35,100.04 SQUARE FEET,
 MORE OR LESS

SHEET 2 OF 2

CS PROJECT: 8825.03

4007-PE

SHEET NO. V-02

PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110**
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/07/2024

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4007-PE (2) Nov 07, 2024 10:23am by: jammermann

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 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 Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused 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 Owner 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 Owner 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 Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant

permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.

5. 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.

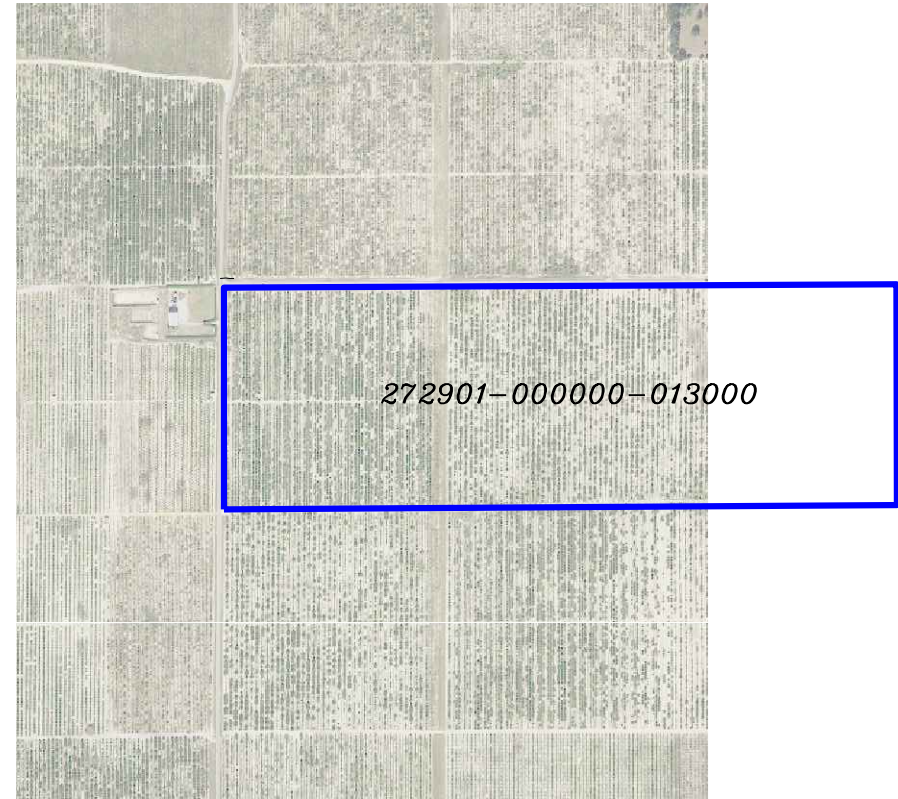
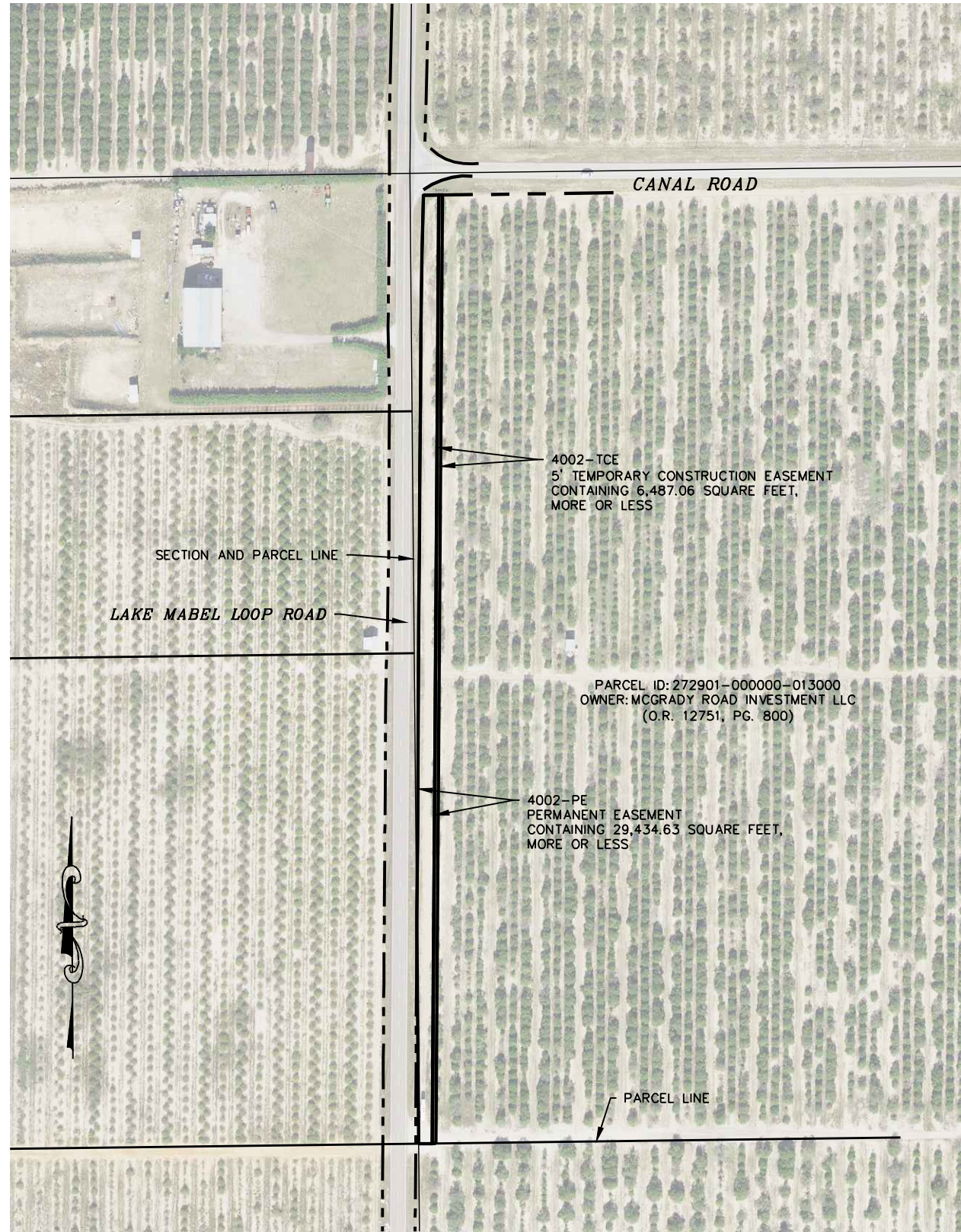
EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 11 Pages]

EXHIBIT

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMTS.dwg 4002-EX Nov 06, 2024 3:36pm by: jammerrmann



NUMBER	DATE	DESCRIPTION

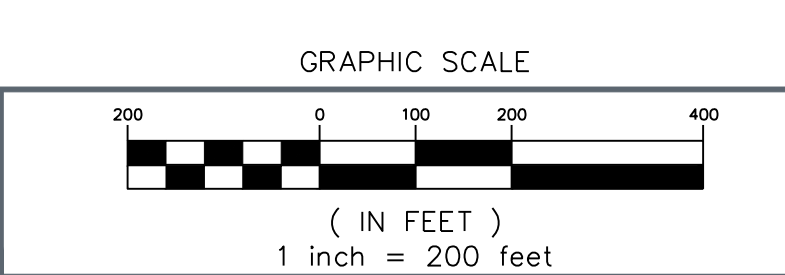
CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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PRWC

McGRADY ROAD INVESTMENT LLC EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/06/2024	PARCEL NUMBER: 4002
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4002-TCE

DESCRIPTION:

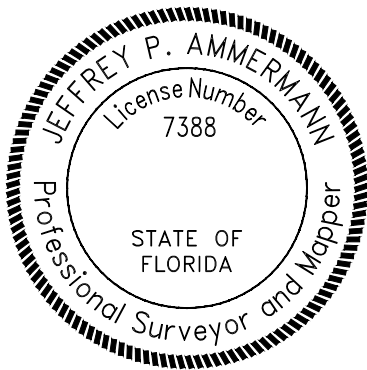
A parcel of land being a portion of "Parcel 1" as described in Official Records Book 12751, Pages 800 through 801, Public Records of Polk County, Florida, located in Section 01, Township 29 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southwest corner of the North 1/2 of the Northwest 1/4 of said Section 01; thence North 89°16'06" East, along the South line of the North 1/2 of said Northwest 1/4; a distance of 18.64 feet to the POINT OF BEGINNING; thence North 00°23'58" East, 1297.41 feet to the intersection with the South right-of-way line of Canal Road as described in Official Records Book 1479, Pages 335 through 336, Public Records of Polk County, Florida; thence North 89°16'06" East, along said South right-of-way line, 5.00 feet; thence South 00°23'58" West, 1297.41 feet to the South line of the North 1/2 of said Northwest 1/4; thence South 89°16'06" West, along said South line, 5.00 feet to the POINT OF BEGINNING.

Said parcel contains 6,487.06 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

<i>PREPARED BY:</i> CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
<i>DRAWN BY:</i> S. CHILDS		4002-TCE
<i>FIELD BOOK:</i> — <i>PAGE:</i> —	<i>DATE:</i> 11/06/2024	SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4002-TCE Nov 06, 2024 3:26pm by: jammermann

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

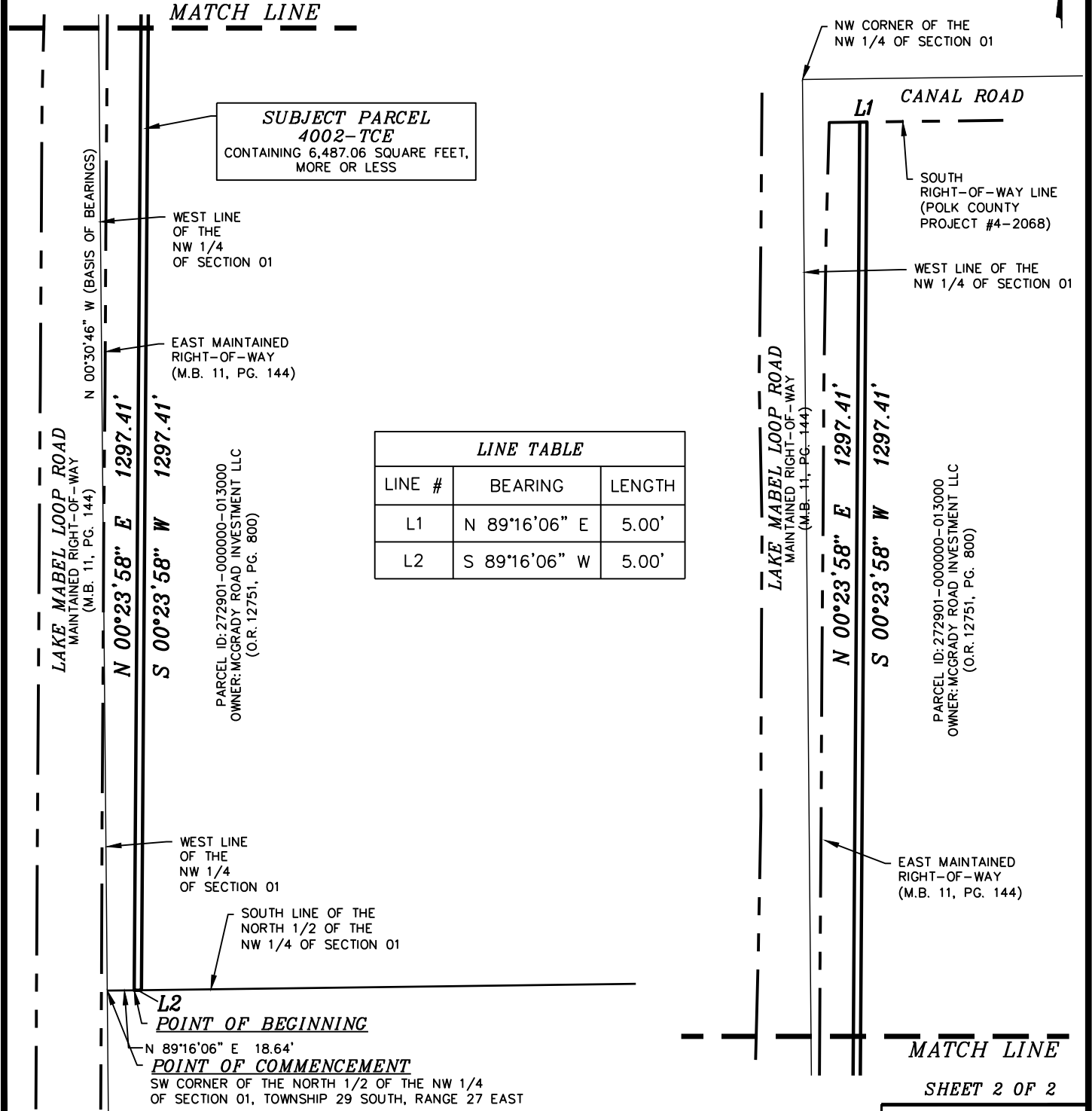
DESCRIPTION SKETCH

4002-TCE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the West line of the NW 1/4 of Section 01, Township 29 South, Range 27 East, Polk County, Florida, being North 00°30'46" West.



PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

CS PROJECT: 8825.03

4002-TCE

SHEET NO. V-02

DRAWN BY: S. CHILDS

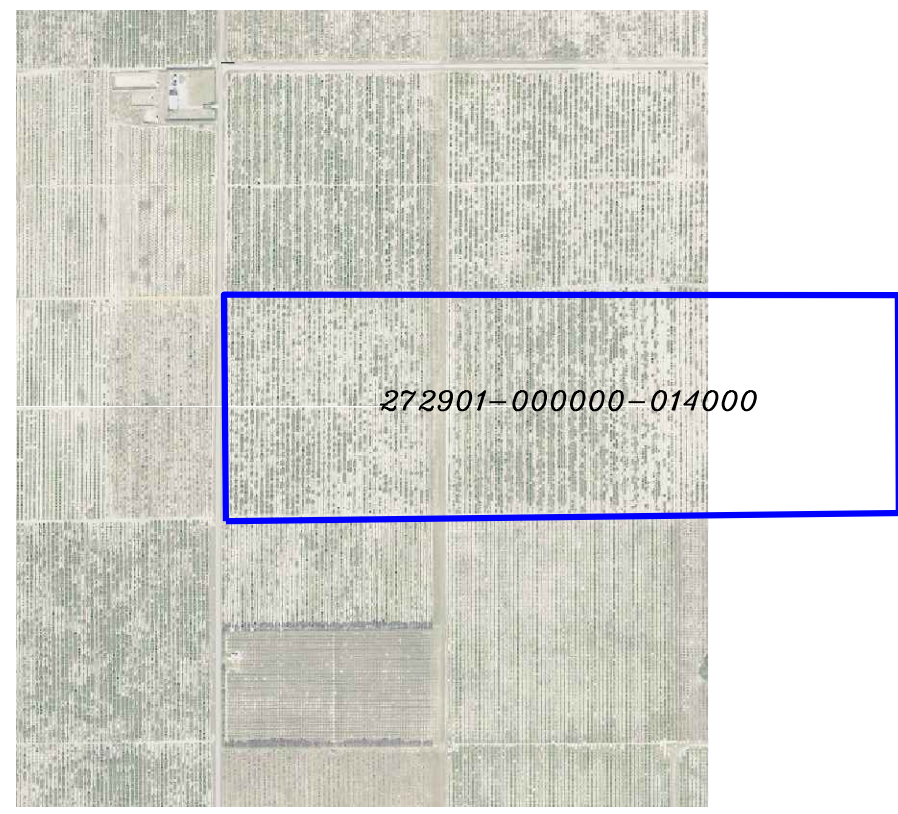
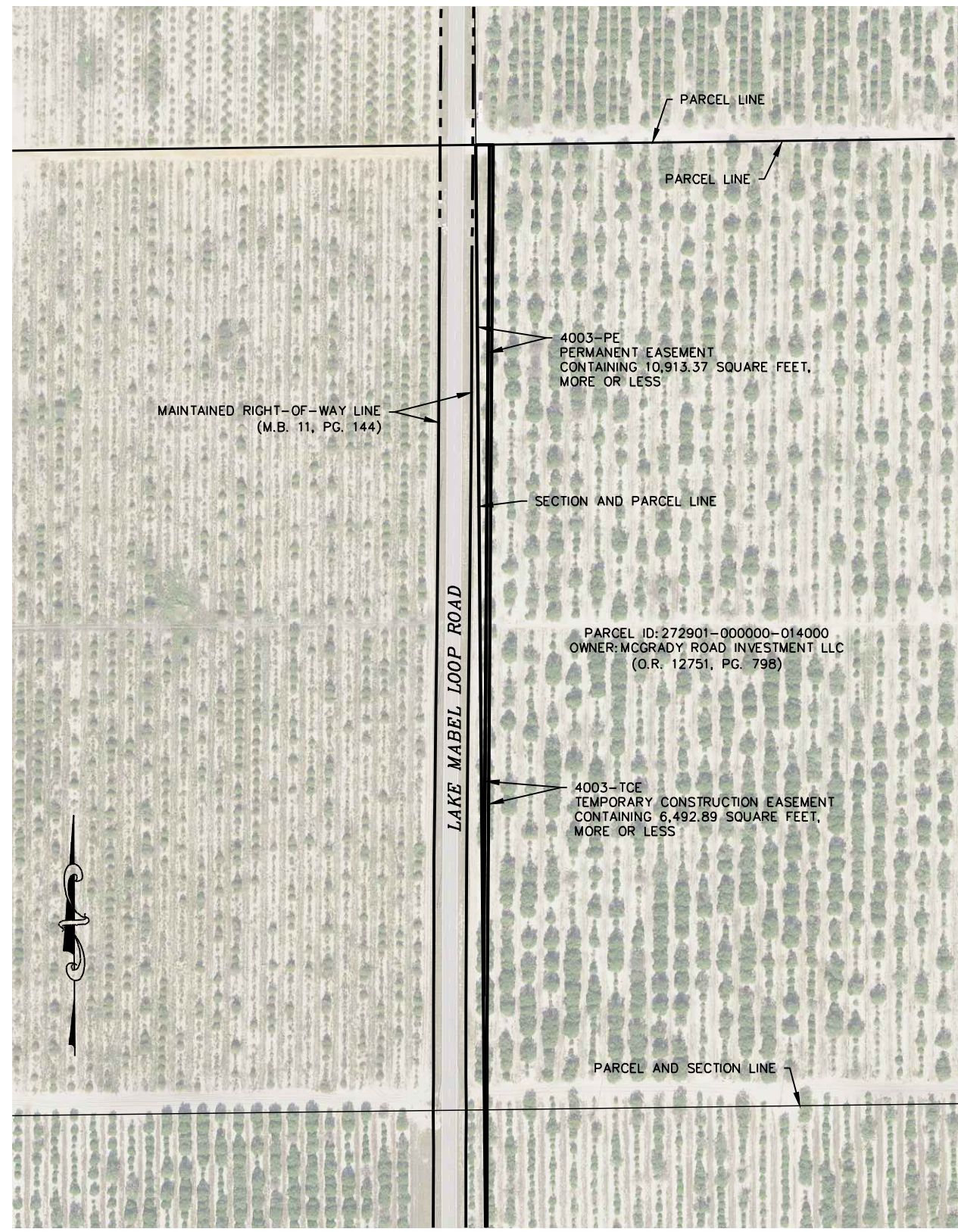
FIELD BOOK: — PAGE: —

DATE: 11/06/2024

P: \882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4002-TCE (2) Nov 06, 2024 3:26pm by: jommermann

EXHIBIT

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMTS.dwg 4003-EX Nov 06, 2024 4:51pm by: jammerrmann



NUMBER	DATE	DESCRIPTION

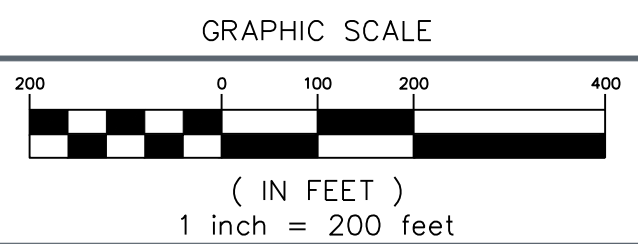
CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402

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PRWC

McGRADY ROAD INVESTMENT LLC EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/06/2024	PARCEL NUMBER: 4003
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4003-TCE

DESCRIPTION:

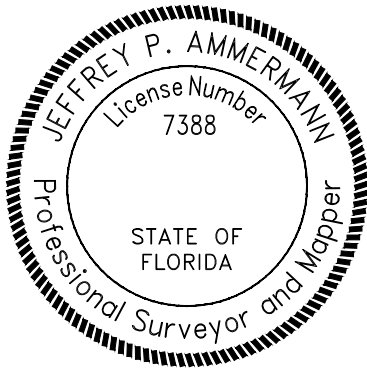
A parcel of land being a portion of "Parcel 1" as described in Official Records Book 12751, Pages 798 through 799, Public Records of Polk County, Florida, located in Section 01, Township 29 South, Range 27 East, being more particularly described as follows:

BEGIN at the Southwest corner of the South 1/2 of the Northwest 1/4 of said Section 01; thence North 00°30'46" West, along the West line of said South 1/2 of the Northwest 1/4, a distance of 156.25 feet; thence North 00°23'58" East, 1171.14 feet to the North line of said South 1/2 of the Northwest 1/4; thence North 89°16'06" East, along said North line, 5.00 feet; thence South 00°23'58" West, 1216.19 feet; thence South 00°03'54" East, 111.21 feet to the South line of said South 1/2 of the Northwest 1/4; thence South 89°16'16" West, along said South line, 3.42 feet to the POINT OF BEGINNING.

Said parcel contains 6,492.89 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

<i>PREPARED BY:</i> CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		<i>CS PROJECT:</i> 8825.03
<i>DRAWN BY:</i> S. CHILDS		4003-TCE
<i>FIELD BOOK:</i> — <i>PAGE:</i> —	<i>DATE:</i> 11/06/2024	<i>SHEET NO.</i> V-01

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.S.dwg 4003-TCE Nov 06, 2024 4:48pm by: jammermann

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH

4003-TCE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the West line of the NW 1/4 of Section 01, Township 29 South, Range 27 East, Polk County, Florida, being North 00°30'46" West.

MATCH LINE

SUBJECT PARCEL
4003-TCE
CONTAINING 6,492.89 SQUARE FEET,
MORE OR LESS

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 00°30'46" W	156.25'
L2	N 00°23'58" E	1171.14'
L3	N 89°16'06" E	5.00'
L4	S 00°23'58" W	1216.19'
L5	S 00°03'54" E	111.21'
L6	S 89°16'16" W	3.42'

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY
(M.B. 11, PG. 144)

WEST LINE OF THE
NW 1/4 OF SECTION 01
(N 00°30'46" W - BASIS OF BEARINGS)

MAINTAINED
RIGHT-OF-WAY
(M.B. 11, PG. 144)

PARCEL ID: 272901-000000-014000
OWNER: MCGRADY ROAD INVESTMENT LLC
(O.R. 12751, PG. 798)

SOUTH LINE OF
THE NW 1/4 OF
SECTION 01 AND
SOUTH LINE OF PARCEL
(O.R. 12751, PG. 798)

POINT OF BEGINNING
SW CORNER OF THE NW 1/4 OF SECTION 01,
TOWNSHIP 29 SOUTH, RANGE 27 EAST

WEST LINE OF THE
NW 1/4 OF SECTION 01

NORTH LINE OF THE
SOUTH 1/2 OF THE
NW 1/4 OF SECTION 01

MAINTAINED
RIGHT-OF-WAY
(M.B. 11, PG. 144)

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY
(M.B. 11, PG. 144)

PARCEL ID: 272901-000000-014000
OWNER: MCGRADY ROAD INVESTMENT LLC
(O.R. 12751, PG. 798)

MATCH LINE

SHEET 2 OF 2

CS PROJECT: 8825.03

4003-TCE

SHEET NO. V-02

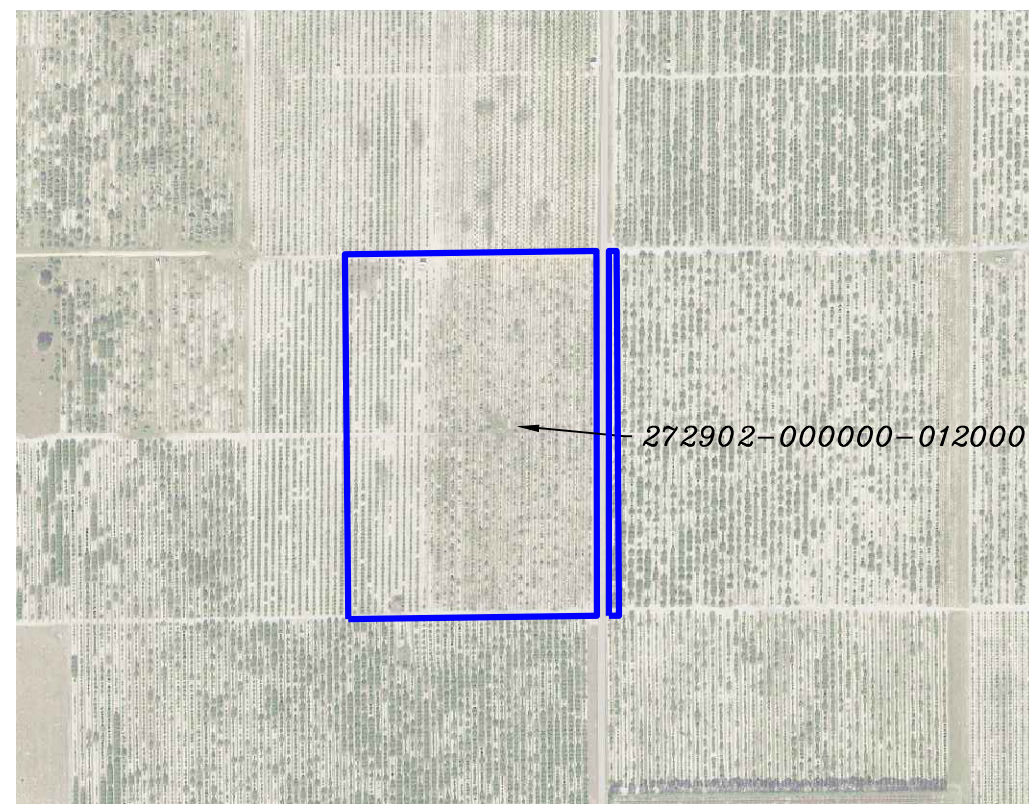
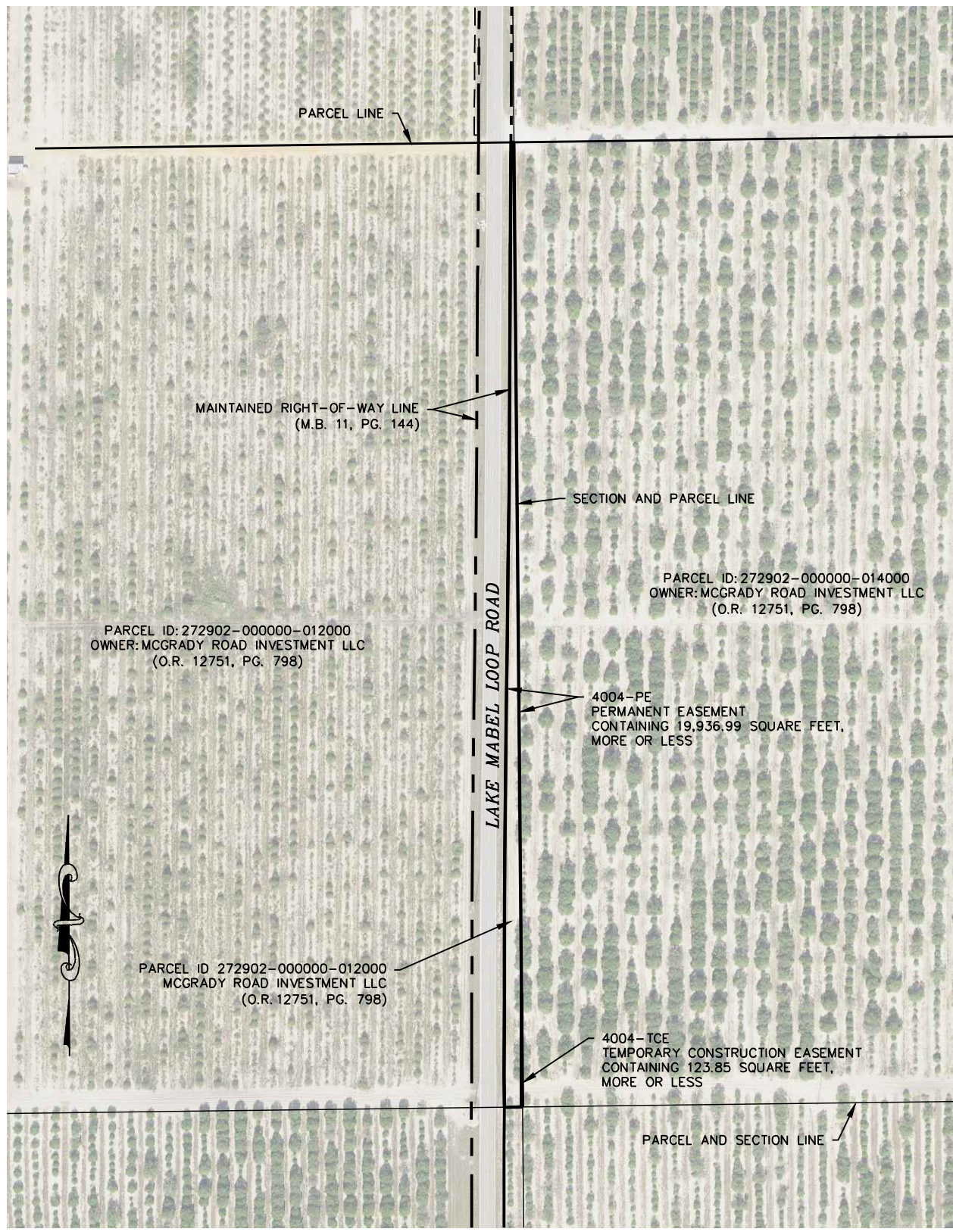
PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/06/2024

P: \882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM\T.dwg 4003-TCE (2) Nov 06, 2024 4:48pm by: jhammermann



P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMITS.dwg 4004-EX Nov 07, 2024 8:18am by: jammerrmann

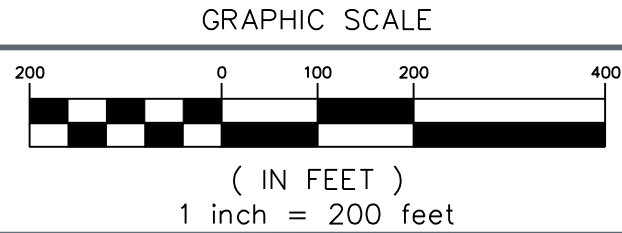
NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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PRWC
McGRADY ROAD INVESTMENT LLC EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/07/2024	PARCEL NUMBER: 4004
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

LEGEND:

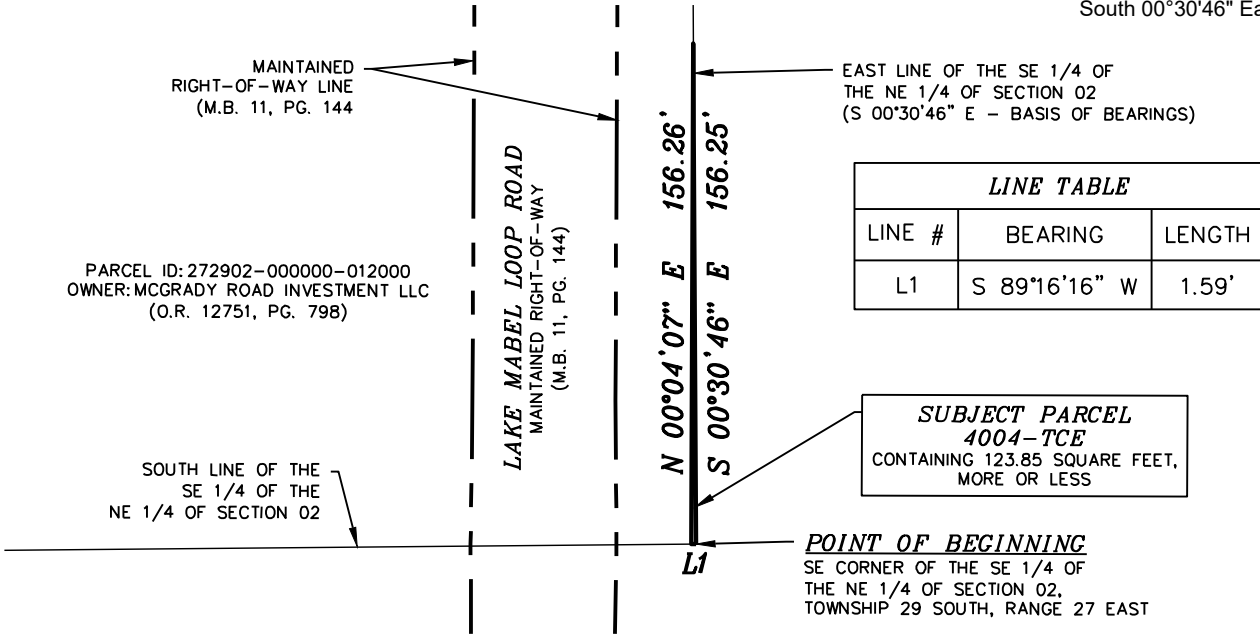
- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION AND SKETCH

4004-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Southeast 1/4 of the Northeast 1/4 of Section 02, Township 29 South, Range 27 East, Polk County, Florida, being South 00°30'46" East.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 89°16'16" W	1.59'

DESCRIPTION:

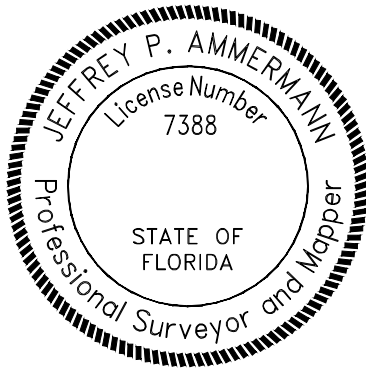
A parcel of land being a portion of Parcel 2 as described in Official Records Book 12751, Pages 798 through 799, Public Records of Polk County, Florida, located in Section 02, Township 29 South, Range 27 East, lying East of the maintained right-of-way of Lake Mabel Loop Road, being more particularly described as follows:

BEGIN at the Southeast corner of the Northeast 1/4 of said Section 02; thence South 89°16'16" West, along the South line of the Northeast 1/4 of said Section 02, a distance of 1.59 feet; thence North 00°04'07" East, 156.26 feet to the intersection with the East line of said Northeast 1/4; thence South 00°30'46" East, along said East line, 156.25 feet to the POINT OF BEGINNING.

Said parcel containing 123.85 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. 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 1

CS PROJECT: 8825.03

4004-TCE

SHEET NO. V-01

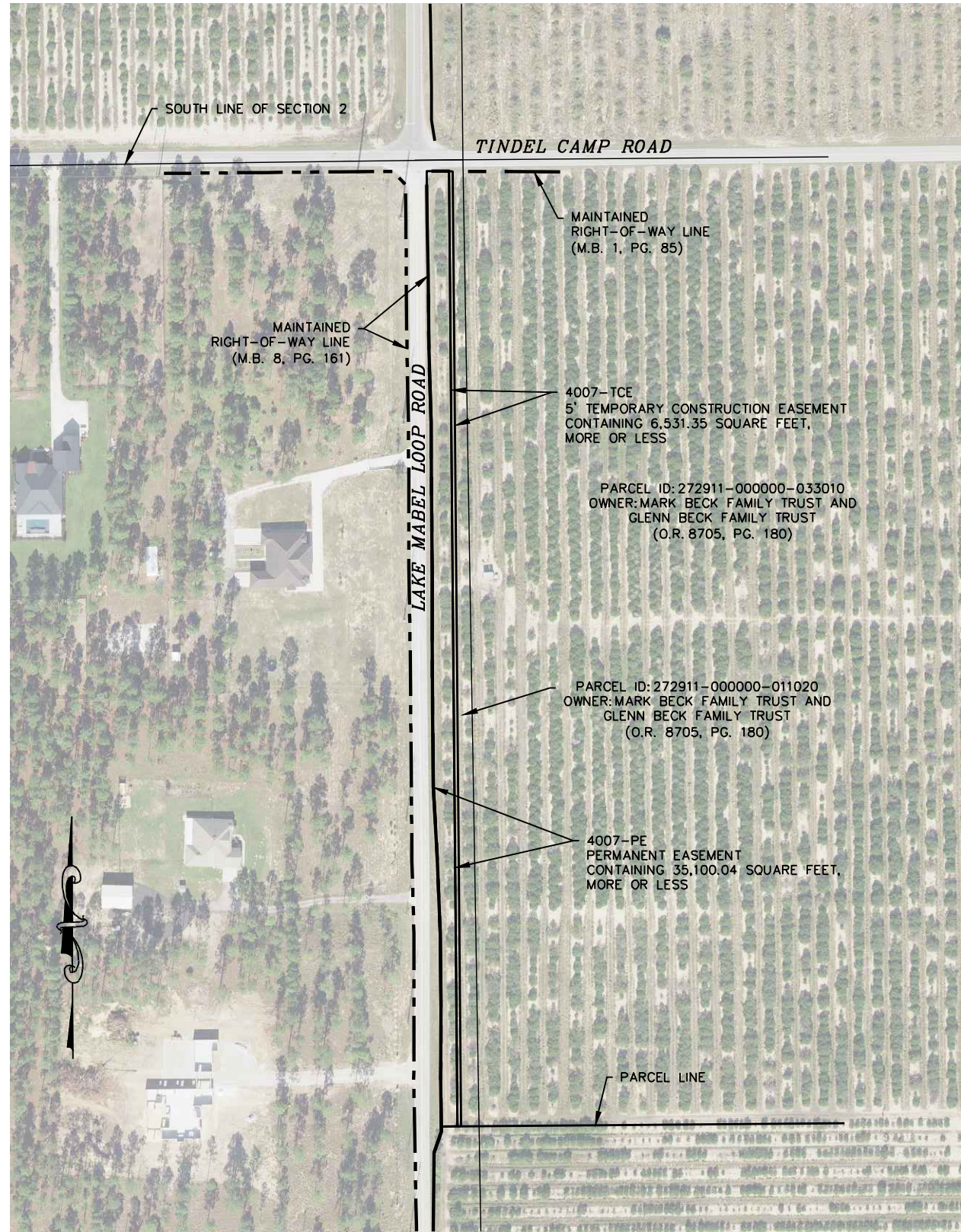
PREPARED BY: **CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 07/09/2024

P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESMIS.dwg 4007-EX Nov 07, 2024 10:35am by: jammermann

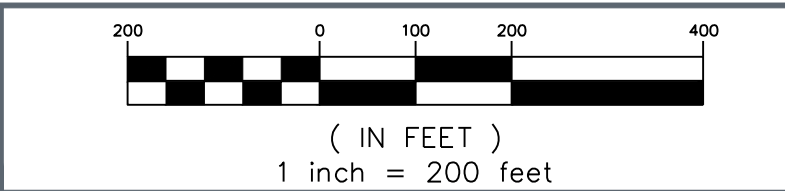


NUMBER	DATE	DESCRIPTION

CHASTAIN-SKILLMAN
 205 EAST ORANGE STREET
 SUITE #110
 LAKELAND, FL 33801-4611
 (863) 646-1402
© 2024 CHASTAIN SKILLMAN C.A. NO. 262



PRWC
 MARK BECK FAMILY TRUST AND
 GLENN BECK FAMILY TRUST EXHIBIT



FIELD BY: N/A	CS PROJECT NUMBER: 8825.03
DATE: 11/07/2024	PARCEL NUMBER: 4007
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

DESCRIPTION
4007-TCE

DESCRIPTION:

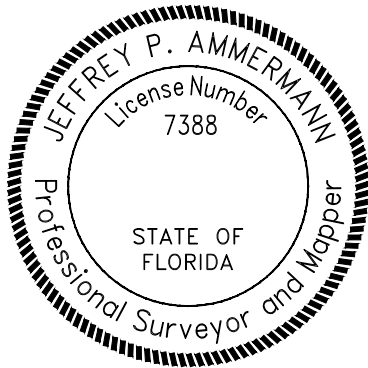
A parcel of land being a portion of the parcel described in Official Records Book 8705, Pages 180 through 181, Public Records of Polk County, Florida, located in Section 11, Township 29 South, Range 27 East, lying East of the maintained right-of-way for Lake Mabel Loop Road, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of of the Northeast 1/4 of said Section 11; thence South 00°58'13" East, along the East line of said Northeast 1/4 of the Northeast 1/4, a distance of 16.01 feet to the intersection with the South maintained right-of-way line of Tindell Camp Road as depicted in Map Book 1, Pages 85 through 87, Public Records of Polk County, Florida; thence North 89°33'35" West, along said South maintained right-of-way line, 13.99 feet to the POINT OF BEGINNING; thence South 00°30'33" East, 1306.23 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 11; thence South 89°34'27" West, along said South line, 5.00 feet; thence North 00°30'33" West, 1306.31 feet to the intersection with said South maintained right-of-way line of Tindell Camp Road; thence South 89°33'55" East, along said South maintained right-of-way line, 5.00 feet to the POINT OF BEGINNING.

Said parcel contains 6,531.35 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. 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 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		4007-TCE
FIELD BOOK: — PAGE: —	DATE: 11/07/2024	SHEET NO. V-01

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LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE(S)
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

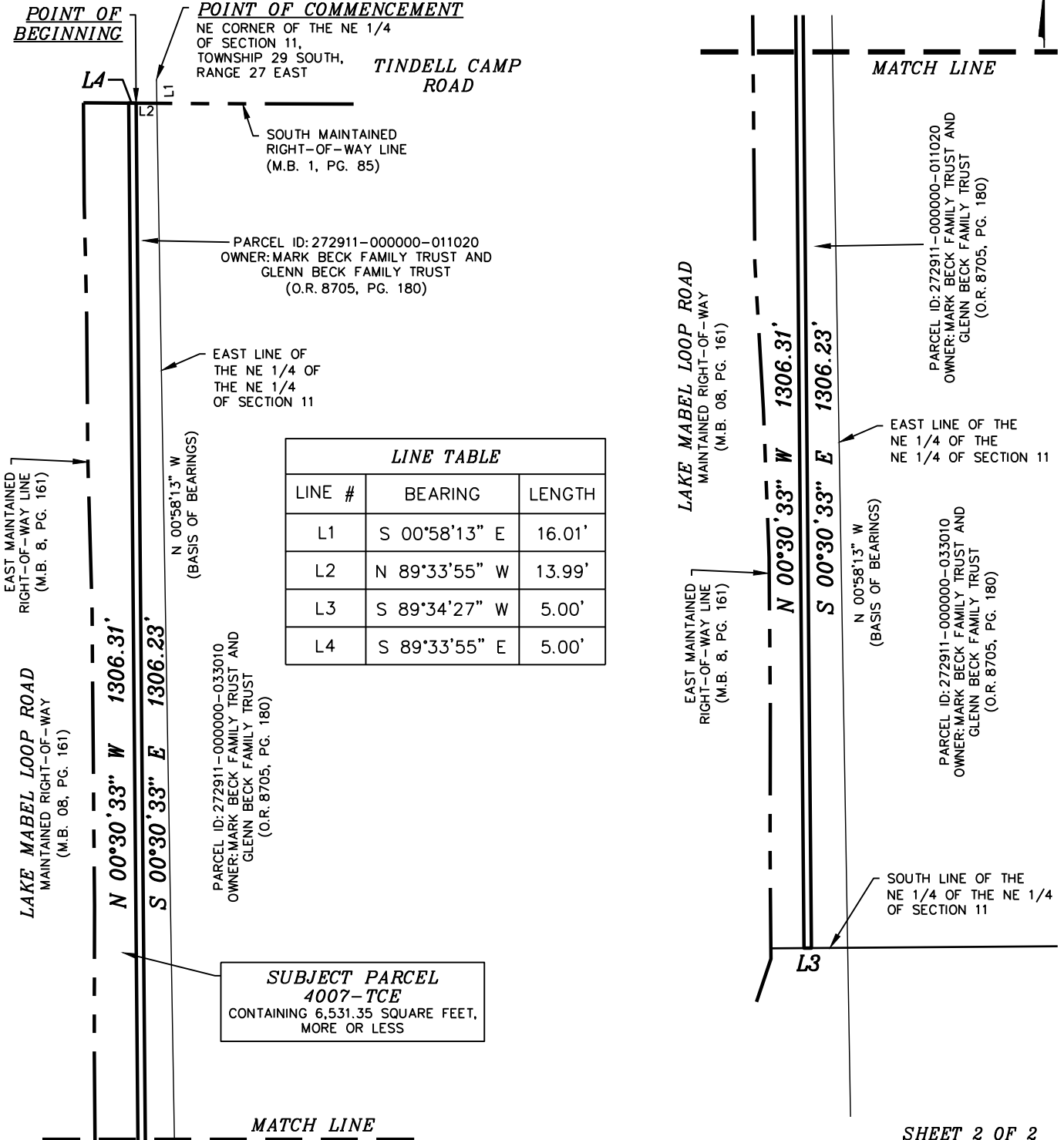
DESCRIPTION SKETCH

4007-TCE

NOTES:

- 1) This is not a Boundary survey.
- 2) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 3) Bearings are based on the East line of the Northeast 1/4 of Section 11, Township 29 South, Range 27 East, Polk County, Florida, being North 00°58'13" West.

SCALE 1" = 100'



P:\882503\CAD\Survey\KEY SHEET 1\17-LAKE MABEL LOOP-TOWER ROAD\882503-SCC-2023-06-15-ESM.TS.dwg 4007-TCE (2) Nov 07, 2024 10:27am by: jammermann

SHEET 2 OF 2

CS PROJECT: 8825.03

4007-TCE

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC. - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 11/07/2024

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.

Agenda Item H.6.

1/15/2025

SUBJECT

Approve the Negotiated Settlement with Alexandra Joseph for PRWC Parcel Number 4072 Permanent and Temporary Construction Easements (Action).

DESCRIPTION

Following negotiations between the PRWC and Alexandra Joseph, the PRWC reached a monetary settlement regarding the easements (4072 PE and TCE) needed on the Joseph property (Exhibit A).

Pursuant to the negotiated terms, Alexandra Joseph will receive \$150,000 for a permanent easement (0.17 acres) and a temporary construction easement (0.05 acres). The PRWC appraisal update amount for the scheduled Order of Taking for the permanent and temporary construction easements was \$57,050. Ms. Joseph (through her attorney) initially countered at \$205,708. After a series of cost exchanges, a settlement was reached at \$150,000, which is \$92,950 above the appraised value. The increase in the amount of compensation provided to Ms. Joseph above the appraised value is considered reasonable and appropriate given the additional items considered including replacement of 314' of iron and stone fencing and a decorative, paved entry drive with electronic gate and keypads.

The PRWC is required to pay statutory attorney fees mandated under Florida law of \$30,970.50 based on the first offer appraisal of \$56,150. There are no expert fees. The total cost for the easement is \$180,970.50.

The negotiated settlement has numerous benefits to the PRWC as outlined below:

- 1) The settlement is \$55,708 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$150,000-\$200,000 in costs;
- 3) The Joseph property fencing improvement restoration by the property owner saves additional time and potential additional costs associated with the PRWC contractor.

This settlement was negotiated and settled by the PRWC acquisition team with the property owner's attorney. To keep the acquisition process moving, the parcel was also scheduled for an order of taking in early January 2025. The PRWC Attorney will file the order of taking and stipulated final judgement upon Board approval.

RECOMMENDATION

Approve the Negotiated Settlement with Alexandra Joseph for PRWC Parcel Number 4072 Permanent and Temporary Construction Easements.

FISCAL IMPACT

The Negotiated Settlement provides that the PRWC will pay \$180,970.50 (inclusive of attorney fees) for PRWC Parcel Number 4072 Permanent and Temporary Construction Easements. These costs are anticipated to be reimbursed through a Heartland Headwaters Protection and Sustainability Act grant. A total of \$21,229,000 is budgeted for Southeast Wellfield Transmission Main land costs.

CONTACT INFORMATION

Eric DeHaven

Exhibit A



☉ 260°W (M) ☉ 27.920898°N, 81.657792°W ±13ft ▲ 142ft



Agenda Item H.7.

1/15/2025

SUBJECT

Approve the Negotiated Settlement Agreement with Matthew and Tiffany Ellis for PRWC Parcel Numbers 5056 PE and TCE (Action)

DESCRIPTION

Following negotiations between the PRWC and the Attorney representing the Ellis's, the PRWC reached a monetary settlement regarding the easements (5056 PE and TCE) needed on the Ellis property (Exhibit A).

Pursuant to the negotiated terms, the Ellis's will receive \$130,000 for a permanent easement (0.09 acres) and a temporary construction easement (0.03 acres). The PRWC appraisal update amount for the permanent and temporary construction easements was \$78,000. The Ellis's (through their attorney) initially countered at \$168,850. After a series of cost exchanges, a settlement was reached at \$130,000, which is \$52,000 above the appraised value. The increase in the amount of compensation provided to the Ellis's above the appraised value is considered reasonable and appropriate given the additional items considered including the removal of six mature and well-maintained live oaks and required pruning to an additional three live oaks and one laurel oak, decorative fence (combination wood and bricks), and paved entry drive with gate.

The PRWC negotiated owner expert fee invoices in the amount of \$11,000. Statutory attorney fees mandated under Florida law are \$40,804.50. The total cost for the easement is \$181,804.50.

The negotiated settlement has numerous benefits to the PRWC as outlined below:

- 1) The settlement is \$38,850 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$150,000-\$200,000 in costs;
- 3) The Ellis property improvement restoration by the property owner saves additional time and potential additional costs associated with the PRWC contractor.

This settlement was negotiated and settled by the PRWC acquisition team with the property owner's attorney. Two easements (5056 PE and TCE) were acquired from Matthew and Tiffany Ellis by an Order of Taking on May 23, 2024. The PRWC Attorney will file the order of taking and stipulated final judgement upon Board approval.

RECOMMENDATION

Approve the Negotiated Settlement with Matthew and Tiffany Ellis for PRWC Parcel Number 5056 Permanent and Temporary Construction Easements.

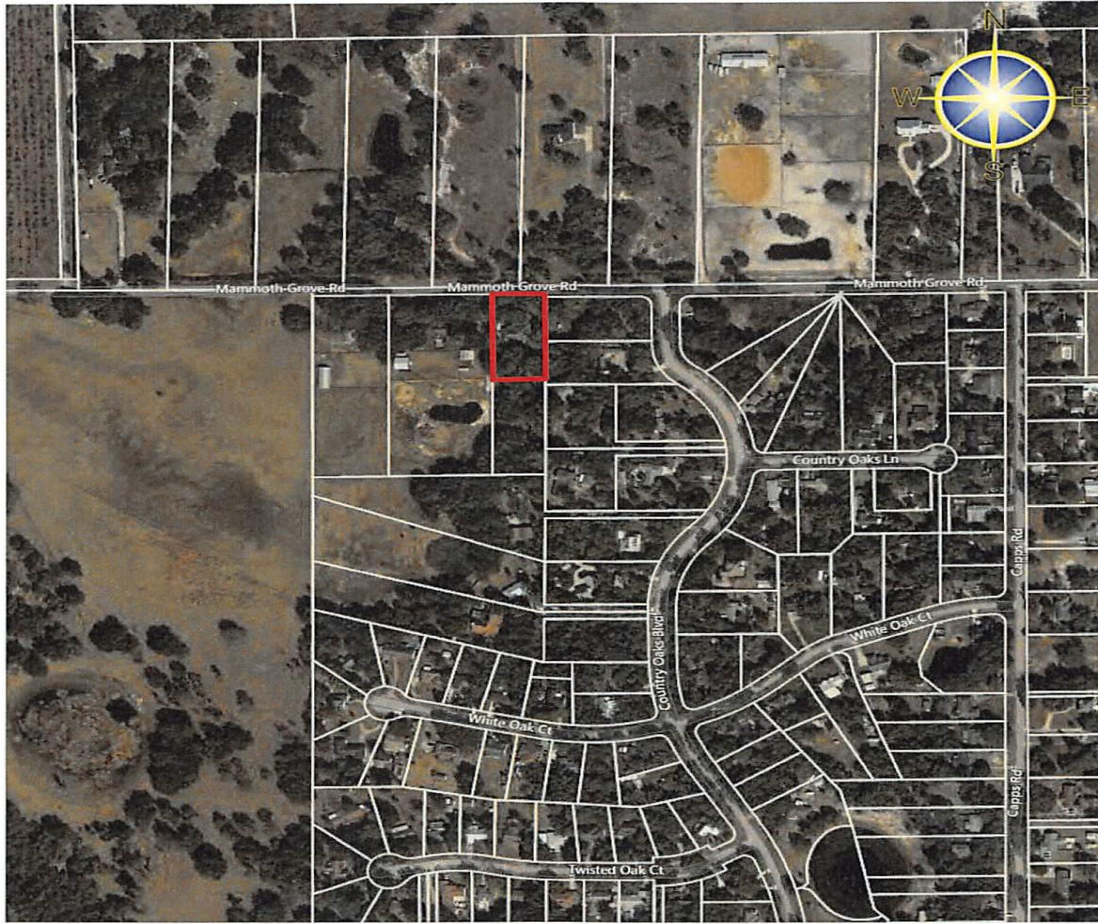
FISCAL IMPACT

The Negotiated Settlement provides that the PRWC will pay \$181,804.50 (inclusive of attorney and expert fees) for PRWC Parcel Number 5056 Permanent and Temporary Construction Easements. These costs are anticipated to be reimbursed through a Heartland Headwaters Protection and Sustainability Act grant. A total of \$21,229,000 is budgeted for Southeast Wellfield Transmission Main land costs.

CONTACT INFORMATION

Eric DeHaven

Exhibit A



Agenda Item I.1.

1/15/2025

SUBJECT

Update on the West Polk Wellfield Project (Information)

DESCRIPTION

This item includes the recurring agenda item to keep the PRWC Board of Directors updated on progress related to the design, permitting and construction of the West Polk Wellfield Project. Staff will provide an overview of:

- 1) Project schedule
 - a. Design
 - b. Construction
- 2) Land acquisition
- 3) Permitting activities
- 4) Other key activities as needed

RECOMMENDATION

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

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Tom Mattiacci

Agenda Item I.2.

1/15/2025

SUBJECT

Approve the Deferral of Final Points of Connection for the West Polk Project (Action)

DESCRIPTION

Section 12.1 of the July 13, 2022 Second Amended and Restated Implementation Agreement requires that the Points of Connection (POC's) and the location of meters used for the delivery of Project Water to the Project Participants be identified by the Cooperative no later than January 1, 2023. At the January 18, 2023 Board of Directors meeting, the Board approved deferring the identification of the POC's until January 1, 2024. At the January 24, 2024 Board of Directors meeting, the Board again approved deferring the identification of the POC's until January 1, 2025.

Because the final design of the West Project is still on-going, the Cooperative has not identified the final POC's for the West Polk Project Participants. Therefore, staff request to defer the determination of final points of connection and meter locations for an additional year, or until January 1, 2026. If the final POC's are determined prior to January 1, 2026, staff will request the Board approve those POC's when determined.

RECOMMENDATION

Approval to defer the determination of final points of connection for the West Polk Project until January 1, 2026.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven