

# Polk Regional Water Cooperative Meeting

## Agenda - Final

---

November 19, 2025  
POLK REGIONAL WATER COOPERATIVE  
Lake Myrtle Sports Complex

- 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 September 2025 BOD Regular Meeting Minutes (Action)
  - E.2. Approve the PRWC Board of Directors Meeting Schedule for 2026 (Action)
  - E.3. Approve Change Order 002 (Deductive) to Guaranteed Maximum Price GMP-3 with Florida Water Partners for the Southeast Wellfield Water Production Facility (Action)
  - E.4. Approve Change Order 001 (Deductive) to Guaranteed Maximum Price GMP-5 with Florida Water Partners for the Southeast Wellfield Transmission Main (Action)
  - E.5. Approve the Easement Agreement with Duke Energy Florida, LLC for the Installation, Operation and Maintenance of Electric and Communication Lines on the site of the Southeast Water Production Facility (Action)
  - E.6. Approve Amendment 4 to FDEP Standard Agreement LPA0212 for Heartland Headwaters Protection and Sustainability Act Grant Funding (Action)
- F. Regular BOD Items**
  - F.1. Election of Chairman, Vice-Chairman, and Secretary for the PRWC Regular Board of Directors - FY2026 (Action)
  - F.2. Approve Resolution 2025-33 to Amend Resolution 2023-08 for the PRWC Investment Policy (Action)
  - F.3. Approve the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report FY2026-2027 (Action)



F.4. Member Demand Projections for January 2026 Business Plan (Information)

**G. Recess Regular BOD/Commence Combined Projects BOD**

G.1. Election of Chairman, Vice-Chairman, and Secretary for the PRWC Combined Projects Board of Directors - FY2026 (Action)

G.2. Alafia River Alternative Water Supply Project Update (Information)

G.3. Combined Projects Future Budget (Information)

G.4. Update on the Development of Minimum Flows for the Upper Peace River and Request to Use Funds for PRWC Technical Review (Action)

**H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**

H.1. Election of Chairman, Vice-Chairman, and Secretary for the PRWC Southeast Wellfield Project Board of Directors for FY2026 (Action)

H.2. Approve Resolution 2025-34 for the SRF Construction Loan Agreement DW532003 for Construction of the Southeast Wellfield Project (Action)

H.3. Update on Southeast Wellfield Project (Information)

H.4. Adopt Resolution 2025-35 to Amend Resolution 2024-43 Parcel Resolution of Necessity to Replace the Sketch and Legal Description for Parcel 1011 to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

H.5. Approve the Mediated Settlement with Korosh and Christiane Kiandost for PRWC Parcel Number 5074 Permanent and Temporary Construction Easements (Action)

H.6. Approve the Purchase Agreement with Collany LLC for the Acquisition of PRWC Southeast Wellfield Site 14 and Negotiated Settlement for Parcel 11000 Permanent and Temporary Construction Easements for the Southeast Wellfield Project (Action)

**I. Recess Southeast Wellfield BOD/Commence West Polk BOD**

I.1. Election of Chairman, Vice-Chairman, and Secretary for the PRWC West Polk Wellfield Project Board of Directors for FY2026 (Action)

I.2. Update on the West Polk Wellfield Project (Information)

**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.

11/19/2025

---

**SUBJECT**

Approve September 2025 BOD Regular Meeting Minutes (Action)

**DESCRIPTION**

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

- Regular PRWC BOD meeting - September 17, 2025

**RECOMMENDATION**

Recommend approval of minutes for referenced meeting.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven





September 17, 2025  
POLK REGIONAL WATER COOPERATIVE  
Advent Health Fieldhouse  
210 Cypress Gardens Blvd SE  
Winter Haven FL

**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  
PRWC  
PRWC

Representative

Commissioner Keith Cowie  
Commissioner Trish Pfeiffer  
Commissioner Tom Fellows  
Commissioner Bert Goddard  
Commissioner Steve Williams  
Absent  
Absent  
Mayor Morris West  
Mayor Mac Fuller  
Absent  
Commissioner Keith Thompson  
Mayor Bill Mutz  
Commissioner Kathy Barsotti  
Absent  
Mayor Nathaniel Birdsong  
Absent  
Eric DeHaven  
Ed de la Parte

**A. Call To Order**

**Chairman Mutz** called the meeting to order at 2:00PM. Mayor Mutz mentioned that this date is Constitution Day which was founded on September 17, 1787 and gave the ability to meet in this setting.

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

**Chairman Mutz** noted that there were no alternate members present today and noted a quorum.

**C. Agenda Revisions**

There were no agenda revisions.

**D. Public Comments (Limited to 3 minutes)**





**Chairman Mutz** asked for anyone in the public to come forward and speak. There were no public comments. **Eric DeHaven** introduced **Amanda Simat** with the SW Florida Water Management District, replacing Cindy Rodriguez as the Governmental Affairs Coordinator. **Chairman Mutz** welcomed Amanda to the PRWC.

#### **E. Consent Items**

**Chairman Mutz** noted that there are seven consent items. **Eric DeHaven** provided a brief overview of the consent items.

**E.1. Approve May 2025 BOD Regular Meeting Minutes (Action)**

**E.2. Approve July 2025 BOD Regular Meeting Minutes (Action)**

**E.3. Approve Brynjulfson CPA Auditing Services Engagement Letter for FY2025 Auditing Services (Action)**

**E.4. Approve the Clifton Larson Allen LLP FY2026 Statement of Work for Financial Management Accounting Services (Action)**

**E.5. Approve the Second Contract Amendment to SWFWMD Cooperative Funding Agreement 20CF0003425 Southeast Wellfield Regional Transmission Main (Q216) (Action)**

**E.6. Authorization to Submit the Annual SWFWMD Cooperative Funding Agreement Program Applications for the Southeast and West Polk Projects for FY2027 (Action)**

**E.7. Approve Change No. 002 (Deductive) to Guaranteed Maximum Price GMP-1 with Florida Water Partners for the Southeast Wellfield Water Production Facility (Action)**

Motion to approve the E1 – E7 was made by **Mayor Nathaniel Birdsong** seconded by **Mayor Morris West**. Motion was unanimously approved.

#### **F. Regular BOD Items**

**F.1. Approve the Employment Agreement for the PRWC Southeast Wellfield Project Manager Position (Action)**

**Eric DeHaven** recommended hiring **Mark Addison** to fill the position of PRWC Southeast Wellfield Project Manager. Mark has 40+ years of water/wastewater and engineering experience, 5 years direct experience on PRWC SE Wellfield project through Polk County and is a Professional Engineer. Mark's first day will commence October 1, 2025, with an annual salary of \$135,000 (non-benefited), and is subject to an





annual performance review and salary adjustment. The PRWC will also provide professional liability insurance.

Motion for Staff to approve the Employment Agreement with Mark Addison for the PRWC Southeast Wellfield Project Manager position was made by **Mayor Trish Pfeiffer** seconded by **Mayor Mac Fuller**. Motion was unanimously approved.

## **F.2. Member Annual Water Charge True Up and Approve the Engagement Letter with Brynjulfson CPA Auditing Services for True Up Auditing Services (Action)**

**Laura Guy Rice** noted that this item is a new process for the PRWC that is required of the Implementation Agreements for the Southeast and West Polk Projects. The PRWC Water Charge True Up is a reconciliation in financial terms to adjust a projected value to the actual value. Members are billed based on their 2045 water allotment as well as projected project costs each year. The True Up process is then based on the year-end audited financial statements to ensure each member did not over-pay or under-pay for that year. It is a reconciliation process that needs to be done each year. The bottom line is the need to meet the unfunded cash needs of the PRWC projects in any year.

The True Up is done for both the Base Rate Charge (debt service related) and the Water Use Charge (operation and maintenance). The goal is to complete this process in January of each year.

For FY2024, a preliminary True Up has been completed and it indicates an overpayment by members to the PRWC but this still needs to be audited as a part of the FY2024 audit process. Once the FY2025 financial statements are prepared a True Up review will also occur and go through an audit process to determine the total member over or under payment.

Due to the True Up process, the PRWC also will need to retain Brynjulfson CPA to perform the True Up audit at a fee of \$8,000.

**Mayor Mutz** noted that the fee is for both fiscal years 2024 and 2025.

Motion to approve the Engagement Letter with Brynjulfson CPA for the Member Annual Water Charge True Up Examination Engagement – Schedule of Water Charges Actual Expenses was made by **Commissioner Trish Pfeiffer** seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

## **F.3. Adopt Resolution 2025-26 for the Final PRWC Administrative Budget – FY2026 (Action)**

**Laura Guy Rice** reviewed the Administration budget and noted a significant change from past years. The FY2026 budget no longer include all PRWC contract salary costs.





The budget now includes only 10% of salary costs and 90% will be allocated to the SE and WP project budgets. She also noted a revision from the July preliminary budget due to the budget now including the Alafia AWS permitting project estimated at \$204,820.00. This change brings the administrative cost up to \$381,370.00.

She proceeded to show the members cost associated with this budget.

Motion to Adopt Resolution 2025-26 for the FY2026 PRWC Final Administrative Budget was made by **Mayor Nathaniel Birdsong** seconded by **Mayor Mac Fuller**. Motion was unanimously approved.

#### **F.4. Adopt Resolution 2025-27 for the Final PRWC Conservation Budget – FY2026 (Action)**

**Laura Guy Rice** mentioned there was no change to the preliminary budget as presented in July which was \$150,000.00 for total revenue; \$75,000 to be collected from member governments, and \$75,000 from the Heartland grant.

She proceeded to show the member cost associated with this budget.

Motion to Adopt Resolution 2025-27 for the FY2026 PRWC Final Conservation Budget was made by **Commissioner Trish Pfeiffer** seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

#### **F.5. Alafia River Water Supply Project Update (Information)**

**Eric DeHaven** provided a brief history first stating this river was listed as a source of water to the PRWC in the 2017 Engineers Report. PRWC demands indicated that 14-27 MGD of additional water supply will be needed by 2070. The Minimum Flow Rule allows for 19% of river flows to be used. Tampa Bay Water (and Mosaic) currently are permitted to use 10% of flows, and Tampa Bay Water received a Water Use Modification for the remaining 9% of flows on July 22, 2025. The permit challenge period was extended through PRWC request to the District to September 30, 2025.

As Tampa Bay Water was submitting a permit, the PRWC also submitted a Water Use Permit on June 18, 2025, received a request for additional information on July 18, 2025 and a response was provided on August 22, 2025. The permit request is still under review.

On September 3, 2025, PRWC was notified by TBW that they were not willing to provide future considerations to the PRWC for the Alafia River water no longer available to the PRWC. As a result, PRWC's General Counsel was instructed by the Executive Director to proceed with a formal legal challenge to the TBW Permit Modification. Costs have been added to the PRWC FY2026 Administrative Budget estimated at \$204,820.00 to support this effort.





The permit challenge will be filed prior to the September 20, 2025 deadline.

**Keith Thompson** asked if the PRWC permit request has been denied and **Eric DeHaven** indicated it had not been denied yet – it is still active. Our challenge is specific to the Tampa Bay Water permit modification. **Ed de la Parte** provided additional clarification on the process. He noted this is very similar to the process the PRWC went through with the Peace River/Manasota Regional Water Supply Authority.

**Chairman Mutz** noted this a part of the process we need to go through. He closed the Regular Board agenda.

### **G. Recess Regular BOD/Commence Combined Projects BOD**

**Chairman Mutz** began the Combined Projects Board.

#### **G.1. Adopt Resolution 2025-28 for the Final PRWC Combined Projects Budget – FY2026 (Action)**

**Laura Guy Rice** reviewed the 2025 Combined Projects Budget. The TPW SE #3 and WP #2 budget is \$8,018,447 and ongoing. The FY2026 estimated budget is \$2.34M with \$1.17M as the PRWC obligation.

She proceeded to show the member cost associated with this budget.

Motion to Adopt Resolution 2025-28 for the FY2026 PRWC Final Combined Projects Budget was made by **Commissioner Keith Cowie** seconded by **Mayor Nathaniel Birdsong**. Motion was unanimously approved.

**Chairman Mutz** concluded the Combined Projects Board and turned the meeting over to Chairman Birdsong for the Southeast Agenda.

### **H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**

**Chairman Birdsong** called to order the Southeast Wellfield Project Board.

#### **H.1. Adopt Resolution 2025-29 for the Final Southeast Wellfield Project Budget FY2026 (Action)**

**Laura Guy Rice** reviewed the Southeast Project Budget for FY2026 which now includes salaries of the PRWC contract employees. The total water charges are \$6.02M and will be invoiced to members, and the total PRWC Obligation for 2026 is projected to be \$123M. Invoicing will commence in October 2025, and the true-up will be done with the 2026 audit in January 2027.



Motion to Adopt Resolution 2025-29 for the FY2026 PRWC Final Southeast Wellfield Project Budget was made by Commissioner **Trish Pfeiffer** seconded by **Mayor Morris West**. Motion was unanimously approved.

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

**Mark Addison** thanked everyone for their continued support in his role as Project Manager of Southeast Wellfield. He is looking forward to continuing to serve PRWC and bring Phase 1 home for the members.

The design is substantially complete and ongoing pipeline design refinements are underway. Construction Packages 2C and 3B will be brought to the Board in November, and Package 7 is planned for Spring 2026 for the Booster Pump and Metering Stations. As reported back in July, there was a cost savings of about \$55.66M through the bidding process. Drilling operations continue at the Southeast well sites with PW-14 to begin in December 2025 after site acquisition is complete, work at PW-9 is commencing, and PW-10 and 11 are substantially complete. The owner direct purchase tax saving is about \$1.6M so far for the water production facility GMP. The Water Production Facility site work construction is well underway and has a substantial completion scheduled for Fall 2028.

**Mr. Addison** then reviewed the transmission main construction status. Package 2A is complete, Package 1 is about 10% complete, Package 6 is about 90% complete, and Packages 2B, 4A, 3A, 4B, and 5 all have been issued a notice to proceed.

Regarding easement acquisition, **Mr. Addison** indicated significant progress has been made. Offers have been made on nearly all affected parcels as of September 2025. To date settlements have been reached on 218 parcels, totaling nearly \$11M.

All permits have been issued for water production facilities and are either issued or in progress or pending issuance for the transmission system.

**Chairman Birdsong** asked about the \$55 million and \$2 million costs savings that were mentioned. **Mr. Addison** indicated the \$55M was bid based on bids and the \$2M is based on cost savings so they are separate savings. **Mr. DeHaven** mentioned the \$600,000 deductive change order approved by the Board under the consent agenda also results in savings to the PRWC. **Chairman Birdsong** indicated all these savings add up favorably for members.

**Mayor Mutz** asked about the acid treatment on the Southeast Production well and how that improves the well yield. **Mr. Addison** answered that it dissolves the rock around the well in order to open up fractures to provide greater flow. **Mr. DeHaven** confirmed that was the case.





Chairman Birdsong asked if there were any additional questions and noted this was an information item.

**H.3. Adopt Resolution 2025-31 to Amend Resolution 2024-29 Parcel Resolution of Necessity to Replace the Sketch and Legal Description for Parcel 10013-TCE-A to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)**

**Mark Addison** mentioned that Resolution 2024-2029 was adopted on September 18, 2024, and with today's resolution 2025-31 it serves to replace the legal sketch and description for one of the temporary construction easements TCE-A based on changes to the design for the CSX crossing. He provided a location map that showed the location of the easement change.

Motion to Adopt Resolution 2025-31 to Amend Resolution 2024-29 Parcel Resolution of Necessity to Replace the Sketches and Legal Description for Parcel 10013-TCE-A was made by **Commissioner Trish Pfeiffer** seconded by **Commissioner Keith Cowie**. Motion was unanimously approved.

**H.4. Negotiated Settlement with Katclark, LLC and Stokes Grove, Inc. for PRWC Parcels 9006, 10000, 10001, and 10004 Permanent and Temporary Construction Easements (Information)**

**Eric DeHaven** reviewed the locations of the four parcels along Bartow Lake Wales Road, all owned by a single owner. He noted that this item is for the Boards information as it fell within the Executive Directors range of costs to approve under Resolution 2025-05. However, the costs are significant so this item is presented as information.

The PRWC appraisal amount for all parcels was \$917,350, and the counteroffer was \$1,640,364. A settlement agreement was reached at \$1,350,000, with statutory attorney fees of \$142,890, and expert fees of \$25,257.25K, totaling a cost of \$1,518,147.25. The PRWC receives easements over 6.67 acres of property which is about 1.75 miles of pipeline length. **Mayor Mutz** noted that as Chairman of the PRWC Regular Board, he was consulted on this acquisition prior to it being completed.

**Chairman Birdsong** asked if there were any questions. **Mayor Mutz** noted this was a nice acquisition to complete due to the length of pipeline involved.

Chairman Birdsong recessed the Southeast Project Board and turned the meeting back over to Chairman Mutz for the West Polk Board.





## **I. Recess Southeast Wellfield BOD/Commence West Polk BOD**

**Chairman Mutz** called the West Polk Project Board meeting to order.

### **I.1. Adopt Resolution 2025-32 for the Final West Polk Project Budget – FY2026 (Action)**

**Laura Guy Rice** reviewed the 2026 West Polk Project budget. New for FY2026 is the inclusion of the allocation of contractual employees' salaries and there is a total estimated funding cost of \$16.68M. Water charges in the amount of \$1.37M will be invoiced to members.

She proceeded to show the member cost associated with this budget.

Motion to Adopt Resolution 2025-32 for the FY2026 PRWC Final West Polk Wellfield Project Budget was made by **Mayor Nathaniel Birdsong** seconded by **Mayor Mac Fuller**. Motion was unanimously approved.

### **I.2. Update on the West Polk Wellfield Project (Information)**

**Tom Mattiacci** mentioned that the CMAR is to be issued a Notice to Proceed for the West Polk Project to provide per-construction services. Value engineering design by TeamOne will kick off early 2026 and a predesign meeting was held. Pipeline elements and land acquisition for production wells is underway.

Drilling of Test Production Well TPW 2 site is underway with the monitor well now complete. Construction of the production well is on-going. The Heartland appropriations are to be used for land purchases for well sites, and voluntary acquisition of future-phase wells are to begin.

**Chairman Mutz** asked if there were any questions. He then recessed the West Polk Board.

## **J. Recess West Polk BOD/Commence Regular BOD**

**Chairman Mutz** resumed the Regular Board meeting and asked if there were any open discussion items from the members.

### **K. Open Discussion**

No open discussion items.

### **L. Chair / Executive Director Report**

**Eric DeHaven** mentioned that PRWC was successful with the Rolling Meadows order of taking hearing. Eric thanked the Board, PRWC staff and consultants for their hard work.





**Mr. de la Parte** provided an overview. The Hearing took place September 10-12, 2025. The Judge ruled that the PRWC has the legal authority to condemn and public necessity for condemnation of the Rolling Meadow easements. Once a written order is filed with the court and executed by the court with the proper deposits, the PRWC will acquire the easements. There will be a trial in the future on the value of the easements.

**Mayor Birdsong** asked about the final payment of costs. Mr. de la Parte provided clarification on the future judgement trial.

**Mr. DeHaven** noted that we will be constructing through that area by the end of the year.

Chairman Mutz asked for any additional questions and hearing none, adjourned the meeting.

### **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.2.

11/19/2025

**SUBJECT**

Approve the PRWC Board of Directors Meeting Schedule for 2026 (Action)

**DESCRIPTION**

Provided for consideration and approval is the Polk Regional Water Cooperative Board of Directors 2026 Meeting Schedule. The Board meets no less than bi-monthly, typically on the third Wednesday of the selected month and for the past year typically at the Lake Myrtle Sports Complex in Auburndale at 2:00 PM. The two exceptions are:

- 1) The January meeting, which has been scheduled for January 28, 2026 to avoid conflict with Polk County Day at the Florida Legislature (January 22, 2026).
- 2) The July meeting, which has been scheduled for July 29, 2026 in order to avoid conflicts with the Florida Environmental Permitting Summer School (July 21-24) and the Florida Municipal Electric Association Annual Conference (July 14-16).

The chart below details the proposed meeting dates for calendar year 2024.

<b>January 28, 2026</b>	<b>2:00 PM</b>	<b>Lake Myrtle Sports Complex, Auburndale</b>
<b>March 18, 2026</b>	<b>2:00 PM</b>	<b>Lake Myrtle Sports Complex, Auburndale</b>
<b>May 20, 2026</b>	<b>2:00 PM</b>	<b>Lake Myrtle Sports Complex, Auburndale</b>
<b>July 29, 2025</b>	<b>2:00 PM</b>	<b>Lake Myrtle Sports Complex, Auburndale</b>
<b>September 16, 2026</b>	<b>2:00 PM</b>	<b>Lake Myrtle Sports Complex, Auburndale</b>
<b>November 18, 2026</b>	<b>2:00 PM</b>	<b>Lake Myrtle Sports Complex, Auburndale</b>

If these dates are approved, staff will update the website, and initiate calendar invites for the Board of Directors calendars.

**RECOMMENDATION**

Approve the PRWC Board of Directors meeting schedule for 2026.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven



**SUBJECT**

Approve Change Order 002 (Deductive) to Guaranteed Maximum Price GMP-3 with Florida Water Partners for the Southeast Wellfield Water Production Facility (Action)

**DESCRIPTION**

Guaranteed Maximum Price GMP-3 with Florida Water Partners ("FWP") was approved by the Project Board on January 15, 2025 in the amount of \$214,454,324.00. GMP-3 consists of the water production facility, production well site improvements, and raw water transmission main construction. A Conditional Notice-to-Proceed was issued to FWP on February 12, 2025 and a Construction Notice-to-Proceed was subsequently issued on May 20, 2025.

Rule 12A-1.094, F.A.C., Public Works Contracts, "governs the taxability of transactions in which contractors manufacture or purchase supplies and materials for use in public works contracts, as that term is referred to in Section 212.08(6), F.S". Additionally, Article 14 of the Construction Manager-at-Risk ("CMAR") Agreement allows the Cooperative to exercise its right to purchase directly various construction materials, supplies and equipment that may be part of a Subcontract (a.k.a., "Cooperative Purchased Material").

On July 30, 2025, the Project Board approved Change Order No. 001 to GMP-3 for the direct-purchase of certain equipment items, resulting in sales tax savings of \$647,373.94. The corresponding deductive change order amount of \$12,531,077.94 resulted in a revised Guaranteed Maximum Price of \$201,923,246.06. At that time, the Project Board was advised that a subsequent deductive change order would be required to capture additional tax savings for equipment items included in GMP-3.

Exhibit "H" summarizes the equipment items included in Change Order No. 002 for direct purchase by the PRWC. The corresponding sales tax savings associated with these equipment purchases is \$903,265.46. Change Order No. 002 deducts \$16,936,211.46 in equipment costs from GMP-3, resulting in a revised Guaranteed Maximum Price of \$184,987,034.60. In accordance with the CMAR Agreement, the Contractor (i.e., Florida Water Partners) remains responsible for shop drawings, placing ordering, taking delivery, installation/testing of materials, and warranties. Additionally, the Cooperative is not liable for interruption or delays, defects or other problems associated with Cooperative Purchased Material.

A third deductive change order for the direct purchase of equipment items will be necessary in the future to complete the equipment orders for GMP-3.



**RECOMMENDATION**

Approve Change Order No. 002 (Deductive) to Guaranteed Maximum Price GMP-3 with Florida Water Partners for the Southeast Wellfield Water Production Facility, Production Well Sites, and Raw Water Transmission System.

**FISCAL IMPACT**

Tax savings in the amount of \$903,265.46.

**CONTACT INFORMATION**

Mark Addison



# EXHIBIT "H"

## CHANGE ORDER

POLK REGIONAL WATER COOPERATIVE  
SE WELLFIELD GMP-3

Cooperative \_\_\_\_\_  
Engineer \_\_\_\_\_  
Contractor \_\_\_\_\_

### PROJECT:

CHANGE ORDER NO: 002

GUARANTEED MAXIMUM PRICE GMP-3  
Water Production Facility, RWM & Well Sites

INITIATION DATE: 11/19/25

### TO CONTRACTOR:

PROJECT NO: GMP-3

FLORIDA WATER PARTNERS  
A GARNEY/WHARTON-SMITH JOINT VENTURE LLC

CONTRACT DATE: 1/15/25

The contract is changed as follows:

Deductive change order in the amount of \$16,936,211.46 for the Owner Direct Purchase of equipment for the Southeast Wellfield Water Production Facility. A second deductive change order for the direct purchase of equipment items will be necessary in the future to complete the equipment orders for GMP-3.

The original Guaranteed Maximum Price was..... \$214,454,324.00  
Net Change by previously authorized Change Orders..... (\$ 12,531,077.94)  
The Guaranteed Maximum Price prior to this change order was..... \$201,923,246.06  
The Guaranteed Maximum Price will be (~~increased~~) (decreased)  
(~~unchanged~~) by this Change Order in the amount of..... \$ 16,936,211.46  
The new Guaranteed Maximum Price including this Change Order will be..... \$184,987,034.60  
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( 0 ) days  
The date of Substantial Completion as of date of this Change Order therefore is: September 6, 2028

N/A	Florida Water Partners	Polk Regional Water Cooperative
ENGINEER	CONTRACTOR	COOPERATIVE
	370 East Crown Road Winter Garden, FL 34787	330 West Church Street Bartow, FL 33830
ADDRESS	ADDRESS	ADDRESS
By _____	By _____	By _____ Chairman/Vice Chairman
		Executive Director
Date _____	Date _____	Date _____

To the CONTRACTOR: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.



---

Agenda Item E.4.11/19/2025

---

**SUBJECT**

Approve Change Order 001 (Deductive) to Guaranteed Maximum Price GMP-5 with Florida Water Partners for the Southeast Wellfield Transmission Main (Action)

**DESCRIPTION**

Guaranteed Maximum Price GMP-5 with Florida Water Partners was approved by the Project Board on July 30, 2025 in the amount of \$39,273,265.00. GMP-5 consists of three (3) Southeast Wellfield Transmission Main construction packages (Construction Packages 3A, 4B and 5 - Exhibit "A").

Rule 12A-1.094, F.A.C., Public Works Contracts, "governs the taxability of transactions in which contractors manufacture or purchase supplies and materials for use in public works contracts, as that term is referred to in Section 212.08(6), F.S". Additionally, Article 14 of the Construction Manager-at-Risk ("CMAR") Agreement allows the Cooperative to exercise its right to purchase directly various construction materials, supplies and equipment that may be part of a Subcontract (a.k.a., "Cooperative Purchased Material").

A summary of Cooperative Purchased Materials for GMP-5 is provided in Exhibit "B". As shown in Exhibit "B", the sales tax savings for GMP-5 is \$493,819.88 based on a total pre-tax or bid amount of \$8,227,831.36 for DI, PVC and HDPE pipe. Change Order No. 001 deducts the total material cost of \$8,721,651.24 from GMP-5 to allow the Cooperative to direct-purchase these materials, resulting in a revised Guaranteed Maximum Price of \$30,551,613.76. In accordance with the CMAR Agreement, the Contractor (i.e., Florida Water Partners) remains responsible for shop drawings, placing ordering, taking delivery, installation/testing of materials, and warranties. Additionally, the Cooperative is not liable for interruption or delays, defects or other problems associated with Cooperative Purchased Material.

**RECOMMENDATION**

Approve Change Order No. 001 (Deductive) to Guaranteed Maximum Price GMP-5 with Florida Water Partners for the Southeast Wellfield Transmission Main.

**FISCAL IMPACT**

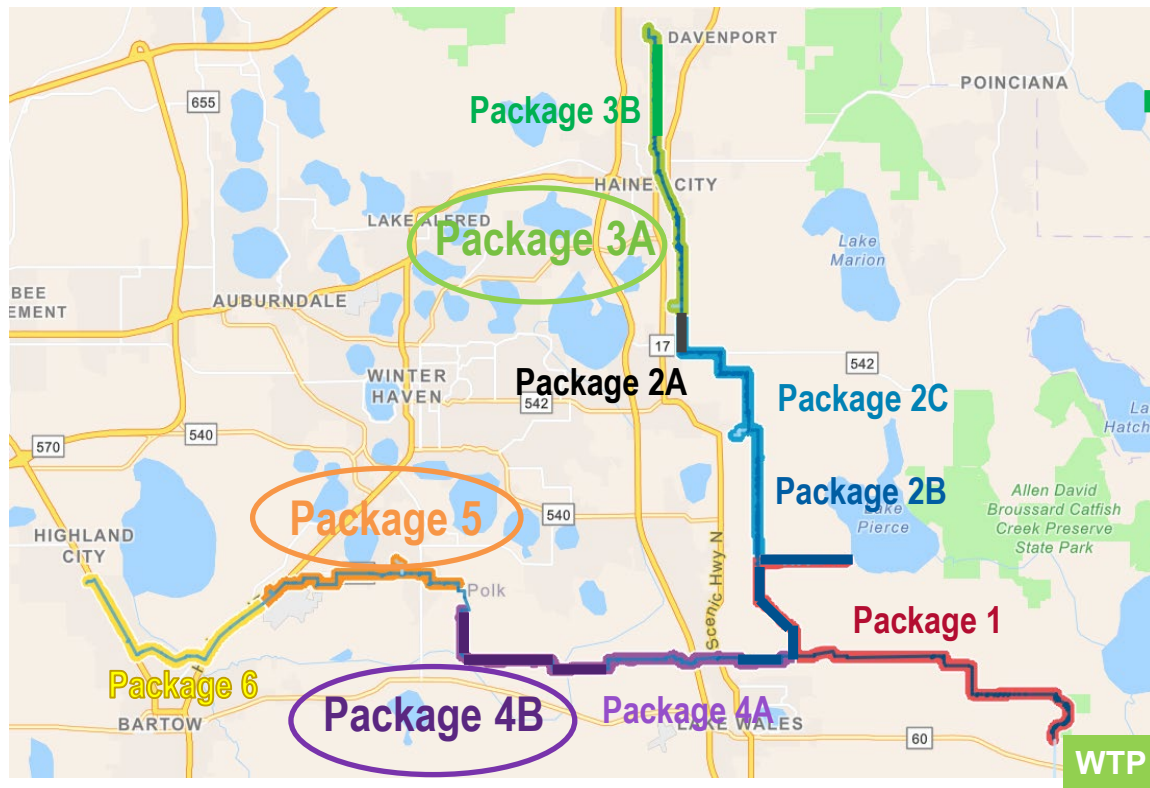
Tax savings in the amount of \$493,819.88.

**CONTACT INFORMATION**

Mark Addison



# Exhibit A – Transmission System Construction Packages





**Exhibit "B" GMP-5 Owner Direct Purchase Spreadsheet**

<b>Construction Package</b>	<b>Material</b>	<b>Vendor/Supplier</b>	<b>GMP Deduct</b>	<b>Pre-Tax Amount</b>	<b>Sales Tax Savings</b>
3A	DI & HDPE Pipe	Core & Main	\$ 4,826,938.25	\$ 4,553,668.16	\$ 273,270.09
4B	PVC & HDPE Pipe	Ferguson	\$ 2,234,431.21	\$ 2,107,906.80	\$ 126,524.41
5	DI, PVC & HDPE Pipe	Ferguson	\$ 1,660,281.78	\$ 1,566,256.40	\$ 94,025.38
		Totals	<b>\$ 8,721,651.24</b>	\$ 8,227,831.36	<b>\$ 493,819.88</b>



**EXHIBIT "H"**  
CHANGE ORDER

POLK REGIONAL WATER COOPERATIVE  
SE WELLFIELD GMP-5

Cooperative \_\_\_\_\_  
Engineer \_\_\_\_\_  
Contractor \_\_\_\_\_

**PROJECT:**

CHANGE ORDER NO: 001

GUARANTEED MAXIMUM PRICE GMP-5  
SETM CONSTRUCTION PACKAGES 3A, 4b, & 5

INITIATION DATE: 11/19/25

**TO CONTRACTOR:**

PROJECT NO: GMP-5


FLORIDA WATER PARTNERS  
A GARNEY/WHARTON-SMITH JOINT VENTURE LLC

CONTRACT DATE: 7/30/25

The contract is changed as follows:

Deductive change order in the amount of \$8,721,651.24 for the Owner Direct Purchase of pipe and valves for SE Transmission Main Construction Packages 3A, 4B & 5.

The original Guaranteed Maximum Price was..... \$39,273,265.00  
Net Change by previously authorized Change Orders.....\$ 0  
The Guaranteed Maximum Price prior to this change order was.....\$39,273,265.00  
The Guaranteed Maximum Price will be (~~increased~~) (decreased)  
(~~unchanged~~) by this Change Order in the amount of.....\$ 8,721,651.24  
The new Guaranteed Maximum Price including this Change Order will be.....\$30,551,613.76  
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( 0 ) days  
The date of Substantial Completion as of date of this Change Order therefore is: November 22, 2027

N/A	Florida Water Partners	Polk Regional Water Cooperative
ENGINEER	CONTRACTOR	COOPERATIVE
	370 East Crown Road Winter Garden, FL 34787	330 West Church Street Bartow, FL 33830
ADDRESS	ADDRESS	ADDRESS
By _____	By  Project Executive	By _____ Chairman/Vice Chairman
		_____ Executive Director
Date _____	Date 11/4/2025	Date _____

**To the CONTRACTOR:** Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.



---

Agenda Item E.5.

11/19/2025

---

## **SUBJECT**

Approve the Easement Agreement with Duke Energy Florida, LLC for the Installation, Operation and Maintenance of Electric and Communication Lines on the site of the Southeast Water Production Facility (Action)

## **DESCRIPTION**

This Easement Agreement addresses the installation, maintenance and operation of electric lines, communication lines, and related appurtenances by Duke Energy that are necessary to provide primary power service to the Southeast Water Production Facility. The Easement Area will consist of a strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline of the installed linear facilities and a 20.00 foot (20') wide by 20.00 foot (20') wide area for each switchgear installed by Duke Energy. The easement will be replaced with a descriptive easement at the completion of construction based on the surveyed location of the installed facilities.

## **RECOMMENDATION**

Approve the Easement Agreement with Duke Energy Florida, LLC for the installation, operation and maintenance of Electric and Communication Lines on the site of the Southeast Water Production Facility.

## **FISCAL IMPACT**

No fiscal impact.

## **CONTACT INFORMATION**

Mark Addison



Prepared by: Duke Energy Florida, LLC  
Return To: Duke Energy Florida, LLC  
Attn: Real Estate Dept.  
2166 Palmetto St  
Mail Code: CW Eng  
Clearwater, Florida 33765

Parcel # 08-30-29-000000-033020

640 Boy Scout Road  
Lake Wales, FL

## EASEMENT

State of Florida  
County of Polk

THIS EASEMENT (“**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 2025, from **POLK REGIONAL WATER COOPERATIVE** a Florida Independent Special District (“**Grantor**”, whether one or more), to **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, Post Office Box 14042, St. Petersburg, FL 33733 (“**Grantee**”).

Grantor, for and in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a non-exclusive perpetual easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, “**Facilities**”).

Grantor is the owner of that certain property described in "Exhibit A" attached hereto and incorporated herein by reference (“**Property**”).

The Facilities may be both overhead and underground and located in, upon, over, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, (hereinafter referred to as the "**Easement Area**").

*For Grantee's Internal Use:*  
Work Order #: 58568182-20 |  
57337403 D

Page 1 of 4



**This easement will be replaced with a Descriptive Easement, as will be shown on a certified surveyed sketch and description to be provided by GRANTOR within sixty (60) days after the installation of Facilities by GRANTEE: a strip of land ten feet (10') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, and a 20.00 foot (20') wide by 20.00 foot (20') wide area for each switchgear installed by GRANTEE. If the sketch and description is not provided by GRANTOR within sixty (60) days after completion of installation, GRANTEE will record this easement.**

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
5. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Grantee may increase or decrease the voltage and change the quantity and types of Facilities.
10. All other rights and privileges reasonably necessary, in Grantee's reasonable discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. The rights and easement herein granted are exclusive as to entities engaged in the provision of electric energy service. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.



IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this \_\_\_\_ day of \_\_\_\_\_, 2025.

Witnesses:

**POLK REGIONAL WATER COOPERATIVE**  
a Florida Independent Special District

\_\_\_\_\_  
(Witness #1)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Nathanial Birdsong, Jr., Chair

Grantor(s) Mailing Address:

\_\_\_\_\_  
PO Box 9005

\_\_\_\_\_  
Bartow, Florida 33831  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Witness #2)

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

Address: \_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025 by Nathanial Birdsong, Jr., Chair of POLK REGIONAL WATER COOPERATIVE, a Florida Independent Special District, on behalf of the district who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Public: \_\_\_\_\_

Printed/ Typed Name: \_\_\_\_\_

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

This instrument prepared by Manny R. Vilaret, Esquire, 10901 Danka Circle Suite C, St. Petersburg, FL 33716.

For Grantee's Internal Use:  
Work Order #: 58568182-20 |  
57337403 D

Page 3 of 4



EXHIBIT A

The North 3/4 of the Northwest 1/4 of the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida; LESS AND EXCEPT Boy Scout Road right-of-way, as described in Official Records Book 455, page 389, Public Records of Polk County, Florida

AND INCLUDING

**BEGIN** at a 5/8" iron rod and cap stamped "PLS 3381", marking the Southeast corner of said North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence South 00°16'41" East, along the east line of said Northwest 1/4 of the Northwest 1/4, a distance of 22.57 feet; thence South 89°38'16" West, parallel with the south line of said North 3/4 of the Northwest 1/4 of the Northwest 1/4, a distance of 1284.68 feet, to the east right-of-way line of Boy Scout Road per Official Records Book 455, page 389, of said Public Records; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet, to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence North 89°38'16" East along said south line, 1284.68 feet to the **POINT OF BEGINNING**.

LESS AND EXCEPT the following:

A parcel of land being a portion of a parcel as described in Official Records Book 10453, Page 04, Public Records of Polk County, Florida, lying in the Northwest 1/4 of Section 08, Township 30 South, Range 29 East, Polk County, Florida, being more particularly described as follows:

**Commence** at the Northwest corner of said Section 8; thence South 00°17'25" East, along the west line of said Section 08, a distance of 994.37 feet to the south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 8; thence North 89°38'16" East, along said south line, 40.00 feet to the east right-of-way line of Boy Scout Road as described in Official Records Book 455, Page 389 of said Public Records, and the **Point of Beginning**; thence North 00°17'25" West, along said east right-of-way line, 317.43 feet; thence North 89°38'16" East, 640.60 feet; thence South 00°17'25" East, 317.43 feet to said south line of the North 3/4 of the Northwest 1/4 of the Northwest 1/4; thence continue South 00°17'25" East, 22.57 feet to the south line of said parcel described in Official Records Book 10453, Page 04; thence South 89°38'16" West, along said south line, 640.60 feet, to said east right-of-way line; thence North 00°17'25" West, along said east right-of-way line, 22.57 feet to the **Point of Beginning**.



---

Agenda Item E.6.11/19/2025

---

**SUBJECT**

Approve Amendment 4 to FDEP Standard Agreement LPA0212 for Heartland Headwaters Protection and Sustainability Act Grant Funding (Action)

**DESCRIPTION**

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

To be considered for state funding, the PRWC and its members must submit an annual report summarizing the projects that are being implemented to achieve state resource protection goals. A total of \$24,122,842.00 in grant funding has been awarded to the PRWC and its members for projects under this agreement. In Fiscal Year 2025-2026, the FDEP awarded the PRWC and its members an additional \$1,560,167.

The Florida Department of Environmental Protection (FDEP) has provided Amendment 4 to grant agreement LPA0212 (attached). Approval of amendment 4 to this agreement will:

- Add \$1,560,167 to the total. Of this, \$1,485,167 will be allocated to the Southeast Wellfield project for land acquisition, and \$75,000 will be allocated to the Conservation Implementation Program to fund 50% of the newly established Conservation budget.
- Extend the contract deadline to 12/31/2027.
- Re-distribute existing funds amongst tasks and revises the Scope-of-Work to better reflect project expenses and progress to date.

**RECOMMENDATION**

Staff recommends that the board authorize the Executive Director to sign Amendment 4 to the FDEP Standard Grant Agreement LPA0212.

**FISCAL IMPACT**

The execution of grant agreement LPA0212 will make available an additional \$1,485,167 in state funding for Southeast Wellfield Project land acquisition and \$75,000 for Conservation budget funding.



**CONTACT INFORMATION**

Eric DeHaven

Mary Thomas



**AMENDMENT NO. 4  
TO AGREEMENT NO. LPA0212  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
POLK REGIONAL WATER COOPERATIVE**

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

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

WHEREAS, \$1,560,167.00 in additional funding for this Project is provided under Line Item 1555 of the 2025-2026 General Appropriations Act; and the total funding for this Agreement is now \$24,122,842.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1555 of the 2025-2026 General Appropriations Act begins on July 1, 2025; and,

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

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

WHEREAS, other changes to the Agreement are necessary; and,

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

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

<b>Total Amount of Funding:</b>	<b>Funding Source?</b>	<b>Award #s or Line Item Appropriations:</b>	<b>Amount per Source(s):</b>
\$24,122,842	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1657A, FY 19-20, GR	\$122,052
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1607A, FY 21-22, GR	\$7,000,000
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1665A, FY 22-23, GR	\$6,983,936
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1705A, FY 23-24, GR	\$7,146,500
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1732A, FY 24-25, GR	\$1,310,187
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$1,560,167
	<input type="checkbox"/> Grantee Match		
<b>Total Amount of Funding + Grantee Match, if any:</b>			\$24,122,842

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



4. Attachment 5-3, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-4, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-4, Revised Special Audit Requirements.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



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

POLK REGIONAL WATER COOPERATIVE

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Secretary or Designee

Eric DeHaven, Executive Director  
Print Name and Title

Angela Knecht, Division Director  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kate Pace, DEP Grant Manager

\_\_\_\_\_  
Nathan Jagoda, DEP QC Reviewer

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-4	Revised Grant Work Plan
Attachment	5-4	Revised Special Audit Requirements



**ATTACHMENT 3-4  
REVISED GRANT WORK PLAN**

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



### **Project No. 2 Eagle Lake Wastewater Pump Station Replacement Project**

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

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

### **Project No. 3 - Winter Haven Septic to Sewer Program**

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

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

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

### **Project No. 4 - Frostproof Wastewater System Upgrades**

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

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

- One 56 KW Generator and associated installation costs.
- One 30 KW Generator and associated installation costs.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



### **Project No. 5 - Winter Haven ASR Wellfield**

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

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

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

### **Project No. 6 - Polk County AWS Receiving Facilities**

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

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

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

### **Project No. 7 - Southeast Wellfield Lower Floridan Aquifer Project**

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



### **Project No. 8 – Demand Management Plan Project**

**PROJECT BACKGROUND:** Building on the recommendations memorialized in the 2020 Demand Management Plan, PRWC members are implementing conservation measures intended to lower potable demands by up to 5 MGD by 2040 through active conservation measures. This project will support those efforts, which are critical to compliance with the Central Florida Water Initiative Rulemaking and protecting the natural resources of the county. Example programs include low-flow toilet vouchers, irrigation audits, and conservation kits.

**PROJECT DESCRIPTION:** The Grantee will implement rebates for water-savings devices and irrigation evaluations to encourage residential water conservation.

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

#### **Task 1: Land Acquisition**

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

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

**Documentation:** The Grantee will submit: 1) copies of all appraisals or written justification for why there is not an appraisal, as applicable; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest, as applicable.

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



## **Task 2: Preconstruction Activities**

**Deliverables:** The Grantee will complete the following:

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

Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

**Documentation:** The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task. The Grantee will also submit the following:

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

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



### **Task 3: Bidding and Contractor Selection**

**Deliverables:** The Grantee will complete the following:

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

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

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

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

### **Task 4: Construction**

**Deliverables:** The Grantee will construct the following items in accordance with the final design.

- Project 2: City of Eagle Lake wastewater pumping station.
- Project 3: City of Winter Haven sewer collection system.
- Project 4: City of Frostproof headworks and RIB improvements.
- Project 5: City of Winter Haven ASR well construction.
- Project 6: Polk County AWS receiving facilities.

**Documentation:** The Grantee will submit: 1) a copy of the final design as applicable; and 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, a payment request may be processed.

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

**Budget Narrative:** The Miscellaneous/other expenses budget category for this task will be used solely for the direct purchase and installation of generators for the Frostproof Wastewater System Upgrades project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



### **Task 5: Conservation Incentives**

**Deliverables:** The Grantee (in cooperation with PRWC member governments) will provide rebates or contract services to eligible recipients for approximately 600 existing homes across Polk County for the purchase and/or installation of water saving technologies including some combination of the following: landscape and irrigation audits, rain sensors and smart controllers, toilet replacement rebates, and conservation kits for inside and outside the home. Completion of work will be through a combination of installation and rebates to consumers. The Grantee will complete the following:

- Project 8: Implementation of rebates for water-saving devices and irrigation audits.

**Documentation:** The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) summary with a brief description of the work completed to date; 3) a list of addresses and types of the participating properties; and 4) proof of payments for item(s) installed and/or supplied, as evidenced by copies of invoices or rebate forms, as applicable.

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

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

### **Task 6: Project Management**

**Deliverables:** The Grantee will provide project management services related to Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

- Project 4: Project management services for the Frostproof Wastewater System Upgrades project.

**Documentation:** The Grantee will submit 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, a payment request may be processed.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



**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.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Land Acquisition	Land Acquisition	\$122,052.00	07/01/2019	06/30/2027
			\$1,727,557.00	07/01/2021	06/30/2027
			\$6,983,936.00	07/01/2022	06/30/2027
			\$7,071,500.00	07/01/2023	06/30/2027
			\$1,235,187.00	07/01/2024	06/30/2027
			\$1,235,167.00	07/01/2025	06/30/2027
2	Preconstruction Activities	Contractual Services	\$826,198.00	07/01/2021	06/30/2027
3	Bidding and Contractor Selection	Contractual Services	\$49,416.88	07/01/2021	06/30/2027
4	Construction	Contractual Services	\$4,283,355.12	07/01/2021	06/30/2027
		Miscellaneous/ Other Expenses	\$216,647.00	07/01/2021	06/30/2027
5	Conservation Incentives	Contractual Services	\$225,000.00	07/01/2023	06/30/2027
6	Project Management	Contractual Services	\$146,826.00	07/01/2021	06/30/2027
Total:			\$24,122,842.00		

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



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

**Attachment 5-4**

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 non-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(1)(n), 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 the current 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 the current 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 <https://www.myfloridacfo.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](mailto: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](mailto: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 the current Rules of the Auditor General, as applicable.
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 the current Rules of the Auditor



General, should indicate the date and time the reporting package was delivered to the recipient and any 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*

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

<b>Federal Program A</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.	
<b>Federal Program B</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 <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.039	Statewide Surface Restoration and Wastewater Projects – LI 1657A	\$122,052.00	140047
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects – LI 1607A	\$7,000,000.00	140047
Amendment 1	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects – LI 1665A	\$6,983,936.00	140047
Amendment 2	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects – LI 1705A	\$7,146,500.00	140047
Amendment 3	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	\$1,310,187.00	140047
Amendment 4	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	\$1,560,167.00	149950
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$24,122,842.00	

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.



*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/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.



---

Agenda Item F.1.

11/19/2025

---

## **SUBJECT**

Election of Chairman, Vice-Chairman, and Secretary for the PRWC Regular Board of Directors - FY2026 (Action)

## **DESCRIPTION**

The Polk Regional Water Cooperative's (PRWC) Formation Interlocal Agreement and the Implementation Agreements have essentially the same provisions regarding Board of Director's (BOD) officers. Both the Project Boards and the Regular BOD elect the Chairman, Vice-Chairman, and Secretary/Treasurer to serve for a term of one year starting October 1. Each officer may serve two consecutive one-year terms, if re-elected. The Chairman shall be rotated at the end of each term so that the Vice-Chairman shall replace the Chairman, unless the Chairman is re-elected to a second consecutive one-year term and a new Vice-Chairman and Secretary/Treasurer shall be elected each year.

The current Chairman of the PRWC Regular BOD is Bill Mutz (Lakeland). The Vice-Chairman is Nathaniel Birdsong (Winter Haven) and the Secretary/Treasurer is Mac Fuller (Lake Alfred). Chairman Mutz will be leaving the Lakeland City Commission so is no longer eligible to continue as PRWC Chairman. Therefore, under the Interlocal Agreement, the current Vice-Chairman (Nathaniel Birdsong) will become the Chairman, the Secretary/Treasurer (Mac Fuller) will become the Vice-Chairman, and a new Secretary Treasurer will need to be elected.

At the September 17, 2025 BOD meeting the Board approved a delay in elections from the September Board to the November 19, 2025 Board meeting to coincide with the November general election schedule.

## **RECOMMENDATION**

Request the BOD to elect a Chairman, Vice-Chairman and Secretary/Treasurer for FY2026 (beginning December 1, 2025 through September 30, 2026).

## **FISCAL IMPACT**

No fiscal impact.

## **CONTACT INFORMATION**

Eric DeHaven

Ed de la Parte



---

Agenda Item F.2.11/19/2025

---

**SUBJECT**

Approve Resolution 2025-33 to Amend Resolution 2023-08 for the PRWC Investment Policy (Action)

**DESCRIPTION**

The original PRWC Investment Policy was approved in April 2023 to allow for Truist Bank to secure authorized investments as collateral for the PRWC interim financing bank loan. The original Investment Policy was modeled after a large water supply authority with a long operating history and a broader need for investment portfolio control. Currently, there is not a need for such an extensive policy given PRWC's level of surplus funds, capital expenditures, and small staff.

The revisions made to the PRWC Investment Policy are to simplify the policy, in addition to placing primary emphasis on preservation of principal and liquidity, by: modifying the diversity need for public funds investment; allowing for use of demand deposit accounts; including an intergovernmental pool option; and making changes in the allocation percentages by security type. This policy remains in accordance with State Statutes, prudent business practices, and primary goals of the original policy.

As PRWC operations grow, the need for a more extensive policy may be necessary and the PRWC Investment Policy may be revised accordingly.

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

**RECOMMENDATION**

Approve Resolution 2025-33 to amend Resolution 2023-08 and approve a revised PRWC Investment Policy.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Laura Guy-Rice

Julie Santamaria



## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2025-33**

#### **RESOLUTION AMENDING RESOLUTION 2023-08 PROVIDING FOR INVESMENT OF POLK REGIONAL WATER COOPERATIVE FUNDS, DESIGNATING THE EXECUTIVE DIRECTOR AS CUSTODIAN OF THE POLK REGIONAL WATER COOPERATIVE FUNDS, PROVIDING FOR USE OF SECURITIES DEALERS AND BANKS, REQUIRING INTERNAL CONTROLS AND REPORTS ON INVESTMENTS, PROVIDING FOR AN INVESTMENT POOL AND DISPOSITION OF INTEREST EARNINGS, PROVIDING FOR TRANSFER OF FUNDS THROUGH THE FEDERAL RESERVE WIRE SYSTEM, PROVIDING FOR AN EFFECTIVE DATES**

The Polk Regional Water Cooperative (“Cooperative”), created pursuant to Section 373.713, Florida Statutes, and an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

**WHEREAS**, in 2016, the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Frostproof, the City of Haines City, the Village of Highland Park, the City of Lake Alfred, the City of Lake Wales, the City of Lakeland, City of Mulberry, Polk City, the City of Winter Haven, the Town of Dundee, the Town of Lake Hamilton and Polk County entered into the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative (“Formation Agreement”) with an effective date of May 1, 2016; and

**WHEREAS**, in 2017, the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Haines City, the Village of Highland Park, the City of Lake Alfred, the City of Lake Wales, the City of Lakeland, City of Mulberry, Polk City, the City of Winter Haven, the Town of Dundee, the Town of Lake Hamilton and Polk County entered into the Combined Projects Implementation Agreement (“Combined Projects Agreement”) with an effective date of May 1, 2017; and

**WHEREAS**, on July 13, 2022 the Cooperative, the City of Auburndale, the City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, the City of Haines City, the City of Lake Alfred, the City of Lake Wales, City of Lakeland, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County entered into the Second Amended and Restated Implementation Agreement – Southeast Wellfield (“SEWF Agreement”) with an effective date of July 22, 2022; and

**WHEREAS**, on July 13, 2022 the Cooperative, the City of Auburndale, the City of Lakeland, Polk City, the City of Mulberry, the City of Lake Alfred, the City of Winter Haven, the City of Bartow, the Town of Dundee, Town of Lake Hamilton, the City of Fort Meade and Polk County entered into the Second Amended and Restated Implementation Agreement – West Polk Lower Florida Aquifer Wellfield (“WPLFA Agreement”) with an effective date of July 21, 2022; and



**WHEREAS**, the Formation Agreement, Combined Projects Agreement, SEWF Agreement and the WPLFA Agreement are known collectively as the “Governing Agreements;” and

**WHEREAS**, pursuant to Section 163.01, Florida Statutes, Section 218.415, Florida Statutes and the Governing Agreements the Cooperative has the authority to adopt an Investment Policy consistent with the Cooperative’s Governing Agreements and statutory guidelines.

**WHEREAS**, on April 26, 2023 the Cooperative adopted an Investment Policy via Cooperative Resolution 2023-08; and

**WHEREAS**, the Cooperative’s Financial Advisor has recommended adoption of a revised Investment Policy, a copy of which is attached hereto as **Exhibit “A”** based on changes in the financial market and the elimination and creation of certain security types.

**NOW, THEREFORE, BE IT RESOLVED:**

Section 1. This Resolution amends Cooperative Resolution 2023-08 substituting the revised Investment Policy attached thereto as **Exhibit “A”** for the Investment Policy attached to Cooperative Resolution 2023-08.

Section 2. This Resolution shall take effect immediately upon its adoption.

Section 3. 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 19th day of November, 2025.

Polk Regional Water Cooperative Board of Directors:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

Approved as to Form:

\_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel



**EXHIBIT A**  
**INVESTMENT POLICY**  
**Polk Regional Water Cooperative**  
**Polk County, Florida**

[See Attached 25 Pages]



# INVESTMENT POLICY

## Polk Regional Water Cooperative

### Polk COUNTY, FLORIDA

RESOLUTION 2025-33: INVESTMENT POLICY  
*PRESENTED FOR BOARD CONSIDERATION 11/19/2025*



Polk Regional  
Water Cooperative

PREPARED BY:

Legal Counsel and Financial Advisor



## **Table of Contents**

	<b>Page</b>
I. PURPOSE AND RESPONSIBILITY	2
II. SCOPE	2
III. INVESTMENT OBJECTIVES	2
IV. DELEGATION OF AUTHORITY	4
V. STANDARDS OF PRUDENCE	4
VI. ETHICS AND CONFLICTS	5
VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES	5
VIII. CONTINUING EDUCATION	5
IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS	5
X. MATURITY AND LIQUIDITY REQUIREMENTS	6
XI. RISK AND DIVERSIFICATION	6
XII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS	6
XIII. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION	7
XIV. MASTER REPURCHASE AGREEMENT	8
XV. DERIVATIVES AND REVERSE PURCHASE AGREEMENTS	9
XVI. PERFORMANCE AND MEASUREMENT	9
XVII. REPORTING	9
XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS	10
XIX. INVESTMENT REVIEW AND STRATEGY	10
XX. SECURITIES DISPOSITION	11
XXI. PREEMPTION	11
XXII. AUDITS	11
XXIII. INVESTMENT POLICY ADOPTION	11
ATTACHMENT A: Glossary of Cash and Investment Management Terms	12



# **Investment Policy** **for** **Polk Regional Water Cooperative**

## **I. PURPOSE AND RESPONSIBILITY**

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

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

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

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

## **III. INVESTMENT OBJECTIVES [Sec. 218.415(1), F.S.]**

### **Safety of Principal**

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

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

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



### Credit Risk

The Cooperative will minimize credit risk of loss with respect to investment of securities by:

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

### Interest Rate Risk

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

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

### Maintenance of Liquidity

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

### Return on Investment

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

### Investment Decisions

The Cooperative shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 218.415(24). The term “pecuniary factor” as used in this subsection means a factor that the Cooperative prudently determines is expected to have a material effect on



the risk or returns of investment based on appropriate investment horizons consistent with applicable investment objections and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

#### **IV. DELEGATION OF AUTHORITY**

The Cooperative's Governing Board shall be responsible for approving changes to the Cooperative's Policy. The responsibility for providing guidance and approval of the Cooperative's investment strategy, within the parameters of the Policy, resides with the Cooperative's Executive Director. The management responsibility for all Cooperative funds in the Portfolio and investment transactions is delegated to the Cooperative's Executive Director or designee, as appropriate, and its third-party Investment Advisor. Under the direction of the Executive Director, the Senior Finance Manager or Finance Manager and Investment Advisor shall provide active management for the Cooperative's designated funds. The Cooperative's Investment Advisor must be registered under the Investment Advisors Act of 1940. The Executive Director shall establish written procedures for the operation of the Investment Portfolio and a system of internal accounting and administrative controls to regulate the activities of employees.

#### **V. STANDARDS OF PRUDENCE**

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the Board of Directors in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following (see Sec. 218.415(4), Fla. State.):

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

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

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



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

## **VI. ETHICS AND CONFLICTS OF INTERESTS**

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

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

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

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

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

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

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



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

**X. MATURITY AND LIQUIDITY REQUIREMENTS [Sec. 218.415(6), F.S.]**

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

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

**XI. RISK AND DIVERSIFICATION**

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

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

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

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

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

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



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

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

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

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

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

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the Cooperative. The Executive Director or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment. Investments not listed in this Policy are prohibited.

The securities listed below are authorized securities for all funds to the extent this does not conflict with any of the Cooperative’s bond resolutions. In the event of a conflict, the bond resolution will prevail.

The allocation limits are intended as a general guide for management of funds under the direct control of Cooperative staff. Investment of debt proceeds and related earnings including, but not limited to, Construction Funds, Trust Funds, Capitalized Interest and Debt Service Reserves may be invested by the Board by resolution in any amounts and as governed by applicable bond resolution.

If securities owned by the Cooperative are downgraded by an NRSRO to a level below the quality required by this investment policy, it will be the Cooperative’s policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

- If a security is downgraded, the Executive Director or management designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.



- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the Board.
- If the Cooperative utilizes the services of an Investment Advisor, the Investment Advisor shall assist the Cooperative in monitoring the credit ratings of securities in the portfolio and shall notify the Executive Director or management designee of any such downgrade.

Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
United States Government Securities	N/A	5 Years	100%	N/A
United States Government Agencies (full faith and credit of the United States Government)	N/A	5 Years	50%	25%
Federal Instrumentalities (United States Government Sponsored Enterprises (GSE) which are non-full faith and credit of the United States Government)	N/A	5 Years	80%	25%
Non-Negotiable Interest Bearing Time Certificates of Deposit	N/A	2 Years	25%	5%
Commercial Paper	P-1/A-1	270 Days	25%	5%
Corporate Notes	Single "A" category by any two NRSROs	5 Years	25%	5%
Demand Deposit Accounts	N/A	N/A	100%	100%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	100%	100%
Intergovernmental Investment Pool	AAAm/f	N/A	100%	N/A
Florida Prime	AAAm	N/A	100%	N/A

#### XIV. MASTER REPURCHASE AGREEMENT

The Cooperative will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets



Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to the requirements of the SIFMA Master Repurchase Agreement.

#### **XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS [Sec. 218.415, F.S.]**

Investment in any derivative products or the use of reverse repurchase agreements requires specific Board of Directors approval prior to their use. If the Board of Directors approves the use of derivative products, the Executive Director or management designee shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the Board of Directors approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Executive Director or management designee has sufficient resources and expertise to manage them.

#### **XVI. PERFORMANCE MEASUREMENTS [Sec. 218.415(3), F.S.]**

In order to assist in the evaluation of the portfolios’ performance, the Cooperative will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Cooperative to measure its returns against other investors in the same markets.

- A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the average of the yields of the ICE BAML three- month U.S. Treasury Bill Index for the time period being measured. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the ICE BAML 1-3 Year U.S. Treasury Note Index and the portfolio’s total rate of return will be compared to this benchmark. . The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios’ total rate of return. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five (5) years.

#### **XVII. REPORTING [Sec. 218.415(15), F.S.]**

The Executive Director or management designee shall receive from the Investment Advisor a Monthly and Quarterly Investment Report. The Executive Director and/or management designee shall provide the Board of Directors with bi-monthly Investment Reports. The Monthly and/or Quarterly Investment Reports shall include but are not limited to the following:

- A. Details of the portfolio by fund type.
- B. Recent market conditions, economic developments and anticipated investment conditions.
- C. The investment strategies employed in the most recent quarter.



- D. description of all securities held in investment portfolios at month-end as well as its cost and carrying value, market value, and yield performance for that period.
- E. The total rate of return for the quarter and year-to-date versus appropriate benchmarks
- F. Any areas of the Policy of concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

#### **XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS [Sec. 218.415(10)(18), F.S.]**

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchased by, and all collateral obtained by the Cooperative should be properly designated as an asset of the Cooperative. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit. The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Executive Director and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Executive Director or management designee with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the Cooperative, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

#### **XIX. INVESTMENT REVIEW AND STRATEGY**

The Executive Director will be responsible for consulting with the Investment Advisor and staff for the purpose of formulating alternative investment strategies and short-range directions within the guidelines herein set forth and for monitoring the performance and structure of the Cooperative's portfolio.

A designee of the Executive Director will provide the Executive Director with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Executive Director shall consult with Investment Advisor and/or staff as often as deemed necessary, under the given conditions, to review, discuss and affirm or alter the current investment strategy and perform other functions as herein provided. The Executive Director activities shall include but not be limited to review and setting investment strategies; review and establishing of written investment procedures; review and approval of bank and other rating agency services;



review and approval of source documentation regarding issuers, institutions and dealers, and any other functions as defined herein.

## **XX. SECURITIES DISPOSITION**

Every security purchased on behalf of the Cooperative must be properly earmarked and, if in book entry form, must be held for the credit of the Cooperative by a depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida and must be kept by the depository in an account separate and apart from the assets of the financial institution.

## **XXI. PREEMPTION**

Any provision of any special act, municipal charter or other law which prohibits or restricts the Cooperative from complying with Section 218.415, Florida Statutes, or any rules adopted under Section 218.415, Florida Statutes, is void to the extent of the conflict.

## **XXII. AUDITS**

Certified public accountants conducting audits of the Cooperative shall report, as part of the audit, whether or not the Cooperative has complied with Section 218.415, Florida Statutes.

## **XXIII. INVESTMENT POLICY ADOPTION**

The Investment Policy shall be adopted by Cooperative resolution. The Executive Director, and the Investment Advisor shall review the Policy annually. If a change in the Policy is recommended for approval by the Executive Director, the Executive Director or designee will prepare the necessary report to the Board.



**Attachment A**  
**Glossary of Cash and Investment Management Terms**

**Accrued Interest.** Interest earned but which has not yet been paid or received.

**Agency.** See "Federal Agency Securities."

**Ask Price.** Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

**Asset Backed Securities (ABS).** A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans and aircraft leases.

**Average Life.** The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

**Basis Point.** One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

**Bearer Security.** A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

**Benchmark Bills:** In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

**Benchmark Notes/Bonds:** Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10 and 30- year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30- year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.



**Benchmark.** A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance and duration of the actual portfolio's investments.

**Bid Price.** Price at which a broker/dealer offers to purchase a security from an investor.

**Bond Market Association (BMA).** The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the BMA also recommends bond market closures and early closes due to holidays.

**Bond.** Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash flows, including periodic interest payments and a principal repayment.

**Book Entry Securities.** Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

**Book Value.** The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

**Broker/Dealer.** A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

**Bullet Notes/Bonds.** Notes or bonds that have a single maturity date and are non-callable.

**Call Date.** Date at which a call option may be or is exercised.

**Call Option.** The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

**Callable Bonds/Notes.** Securities, which contain an imbedded call option giving the issuer, the right to redeem the securities prior to maturity at a predetermined price and time.



**Certificate of Deposit (CD).** Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

**Collateral.** Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

**Collateralization.** Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

**Collateralized Mortgage Obligation (CMO).** A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In “plain vanilla” CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

**Commercial Paper.** Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days, and given a short-term debt rating by one or more NRSROs.

**Convexity.** A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

**Corporate Note.** A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

**Counterparty.** The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party, to a transaction, will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

**Coupon Rate.** Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

**Current Yield.** Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

**Custody.** Safekeeping services offered by a bank, financial institution or trust company, referred to as the “custodian.” Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement and market values.

**Dealer.** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**Delivery Versus Payment (DVP).** Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

**Depository Trust Company (DTC).** A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust



Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs and BAs clear through DTC.

**Derivatives.** For hedging purposes, common derivatives are options, futures, swaps and swaptions. All Collateralized Mortgage Obligations (“CMOs”) are derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

**Derivative Security.** Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

**Designated Bond.** FFCB’s regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

**Discount Notes.** Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets.

**Discount Rate.** Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the “fed funds rate.”

**Discount Securities.** Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances and Commercial Paper.

**Discount.** The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

**Diversification.** Dividing investment funds among a variety of security types, maturities, industries and issuers offering potentially independent returns.

**Dollar Price.** A bond’s cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

**Duff & Phelps.** One of several NRSROs that provide credit ratings on corporate and bank debt issues.

**Duration.** The weighted average maturity of a security’s or portfolio’s cash flows, where the present values of the cash flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

**Fannie Mae.** See "Federal National Mortgage Association."



**Fed Money Wire.** A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

**Fed Securities Wire.** A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

**Fed.** See "Federal Reserve System."

**Federal Agency Security.** A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

**Federal Agency.** Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

**Federal Deposit Insurance Corporation (FDIC).** Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

**Federal Farm Credit Bank (FFCB).** One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

**Federal Funds (Fed Funds).** Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

**Federal Funds Rate (Fed Funds Rate).** The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

**Federal Home Loan Bank System (FHLB).** One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.



**Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac").** One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "reference note" program.

**Federal National Mortgage Association (FNMA or "Fannie Mae").** One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

**Federal Reserve Bank.** One of the 12 distinct banks of the Federal Reserve System.

**Federal Reserve System (the Fed).** The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

**Financial Industry Regulatory Authority, Inc (FINRA).** is a private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission.

**Fiscal Agent/Paying Agent.** A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

**Fitch Investors Service, Inc.** One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

**Floating Rate Security (FRN or "floater").** A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

**Freddie Mac.** See "Federal Home Loan Mortgage Corporation".

**Ginnie Mae.** See "Government National Mortgage Association".

**Global Notes:** Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and



therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

**Government National Mortgage Association (GNMA or "Ginnie Mae").** One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that is actually full faith and credit of the U.S.).

**Government Securities.** An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

**Government Sponsored Enterprise (GSE).** Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. Government, but they are not direct obligations of the U.S. Government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Some consider GSEs to be stealth recipients of corporate welfare. Examples of GSEs include: FHLB, FHLMC, FNMA and SLMA.

**Government Sponsored Enterprise Security.** A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

**Index.** A compilation of statistical data that tracks changes in the economy or in financial markets.

**Interest-Only (IO) STRIP.** A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

**Internal Controls.** An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.
4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.



5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

**Inverse Floater.** A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

**Investment Advisor.** A company that provides professional advice managing portfolios, investment recommendations and/or research in exchange for a management fee.

**Investment Adviser Act of 1940.** Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

**Investment Grade.** Bonds considered suitable for preservation of invested capital; bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

**Liquidity.** Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Also, a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

**Local Government Investment Pool (LGIP).** An investment by local governments in which their money is pooled as a method for managing local funds, (i.e., Florida State Board of Administration's Florida Prime Fund).

**Long-Term Core Investment Program.** Funds that are not needed within a one year period.

**Make Whole Call.** A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

**Market Value.** The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.



**Mark-to-market.** Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

**Master Repurchase Agreement.** A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

**Maturity Date.** Date on which principal payment of a financial obligation is to be paid.

**Medium Term Notes (MTN's).** Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

**Money Market.** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

**Money Market Mutual Fund (MMF).** A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

**Moody's Investors Service.** One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

**Mortgage Pass-Through Securities.** A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. Largest issuer is GNMA.

**Municipal Note/Bond.** A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

**Mutual Fund.** Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (bond, equity, money fund); all except money market funds operate on a variable net asset value (NAV).

**Negotiable Certificate of Deposit (Negotiable CD).** Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

**Net Asset Value.** The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets which includes securities, cash, and any accrued earnings, subtracting this from the fund's liabilities and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

**NRSRO.** A "Nationally Recognized Statistical Rating Organization." A designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on



corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch and Duff & Phelps.

**Offered Price.** See also "Ask Price."

**Open Market Operations.** Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

**Par Value.** Face value, stated value or maturity value of a security.

**Physical Delivery.** Delivery of readily available underlying assets at contract maturity.

**Portfolio.** Collection of securities and investments held by an investor.

**Premium.** The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

**Primary Dealer.** Any of a group of designated government securities dealers designated by to the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are considered the largest players in the U.S. Treasury securities market.

**Prime Paper.** Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

**Principal.** Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

**Prudent Investor Standard.** Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

**Qualified Public Depository** - Per Florida Statute 280, means any bank, saving bank or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States;
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 seq.



4. Meets all requirements of F.S. 280
5. Has been designed by the Treasurer as a qualified public depository.

**Range Note.** A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

**Rate of Return.** Amount of income received from an investment, expressed as a percentage of the amount invested.

**Realized Gains (Losses).** The difference between the sale price of an investment and its book value.

Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

**Reference Bills:** FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

**Reference Notes:** FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10 and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

**Safekeeping.** Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

**Secondary Market.** Markets for the purchase and sale of any previously issued financial instrument.

**Securities Lending.** An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

**Sinking Fund.** A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.



**Spread.** The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

**Standard & Poor's.** One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

**STRIPS (Separate Trading of Registered Interest and Principal of Securities).** Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g. FNMA strips).

**Structured Notes.** Notes that have imbedded into their structure options such as step-up coupons or derivative- based returns.

**Swap.** Trading one asset for another.

**TAP Notes:** Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5 and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

**Tennessee Valley Authority (TVA).** One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes and callable agency securities.

**Total Return.** Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

**Treasuries.** Collective term used to describe debt instruments backed by the U.S. Government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

**Treasury Bills (T-Bills).** Short-term direct obligations of the United States Government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week and 26-week T-Bills



**Treasury Bonds.** Long-term interest-bearing debt securities backed by the U.S. Government and issued with maturities of ten years and longer by the U.S. Department of the Treasury. The Treasury stopped issuing Treasury Bonds in August 2001.

**Treasury Notes.** Intermediate interest-bearing debt securities backed by the U.S. Government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 5-year and 10-year Treasury Notes.

**Trustee.** A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

**Uniform Net Capital Rule.** SEC regulation 15C3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

**Unrealized Gains (Losses).** The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

**Variable-Rate Security.** A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually or annually). See also “Floating Rate Note.”

**Weighted Average Maturity (or just “Average Maturity”).** The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

**Weighted Average Maturity to Call.** The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

**Yield Curve.** A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

**Yield to Call (YTC).** Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

**Yield to Maturity (YTM).** Calculated return on an investment, assuming all cash flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

**Yield.** There are numerous methods of yield determination. In this glossary, see also “Current Yield,” “Yield Curve,” “Yield to Call” and “Yield to Maturity.”



---

Agenda Item F.3.

11/19/2025

---

## **SUBJECT**

Approve the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report FY2026-2027 (Action)

## **DESCRIPTION**

The Florida Legislature passed HB 573, known as the Heartland Headwaters Protection and Sustainability Act, which recognizes the importance of the water resources in and around Polk County. The Act declared that fostering partnerships between the Regional Water Supply Authority and local governments is in the state interest, and in doing so requires that the Polk Regional Water Cooperative (PRWC) prepare an annual comprehensive report listing projects that are needed to protect and restore the region's water resources so that these may be considered for state funding support. The Annual Report must be submitted to the State by December 1 of each year.

The Legislature has appropriated a grand total of \$41,516,832 to the PRWC and its members. Historically, these funds have been used to advance the Southeast Wellfield, West Polk Wellfield alternative supply projects, and individual member projects.

The FY 2026-2027 Annual Report presents summaries for 31 projects submitted by the PRWC and its membership, totaling over \$961 million. The projects have been ranked and prioritize the Southeast Wellfield, the Demand Management Plan, and Southeast member receiving facilities. The Annual Report requests approximately \$40,659,000 million in state funding support for their implementation in FY 2026-2027.

Staff recommends approval of the report and also recommends that members unite in their messaging to the legislature that funding provided through the Heartland Act is necessary and meaningful to the state.

## **RECOMMENDATION**

Staff recommends that the board approve the Annual Report, which would then be presented to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Florida Department of Environmental Protection, and the Southwest Florida Water Management District by December 1, 2025.

## **FISCAL IMPACT**

Receiving additional grant funds through the Heartland Act for the PRWC projects would reduce long-term member payments.

## **CONTACT INFORMATION**

Mary Thomas



# **Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report**

**FY 2026-27**







## Annual Comprehensive Water Resources Report

### Executive Summary – Addressing the Critical Need for Alternative Water Supplies

The water resource situation in Polk County has reached a critical phase, requiring immediate state funding to complete the construction of the most significant, regional alternative water supply collaboration in Central Florida. **Ensuring the future availability of potable water and supporting the ecological health of Central Florida depends significantly on securing this state investment.**

The Florida Legislature established the vital importance of Polk County's aquifers as the headwaters for six major Florida rivers (the Alafia, Hillsborough, Kissimmee, Ocklawaha, Peace, and Withlacoochee Rivers) through the 2017 Heartland Headwaters Protection and Sustainability Act. This protection mandate is now coupled with a firm regulatory requirement: Central Florida Water Initiative (CFWI) Rules adopted in 2021 limit upper Floridan allocations for public suppliers to 2025 demands. This regulatory deadline mandates that all future needs must be met through the development of alternative sources.

A failure to adequately fund necessary projects will challenge the reliable water supply for a rapidly expanding population. Public supply demand in Polk County is projected to rise from 69.74 mgd to 99.81 mgd by 2040.

The key alternative water supply project, the Southeast Lower Floridan Aquifer Wellfield (SELFA WF), is essential for achieving SWFWMD, CFWI, and local resource protection goals. However, its estimated cost has increased substantially to approximately \$535million. This total has exceeded all expectations, causing tremendous strain on the Polk Regional Water Cooperative (PRWC) membership.

Complicating this challenge, the financial partnership initially established to advance this work has been significantly affected by market conditions. What began as a 50% cost-



share commitment by the Southwest Florida Water Management District (SWFWMD) has been reduced, due to unprecedented supply chain and inflationary condition as well as the District’s inability to provide additional cooperative funding, to less than a 30% funding match. This reduction significantly shifts the financial obligation and necessitates the requested legislative funding.

**The PRWC must not only advance the water production facility and transmission main construction but members must also fund receiving facility projects, which are necessary to deliver the new supply to customers.** Without the legislature’s funding of the **\$40,659,000 request**, this alternative water supply initiative—the foundation for CFWI rule compliance—faces severe implementation challenges.

**Table ES-1 – Total PRWC Request FY 26-27**

<i><b>Project Name</b></i>	<b>FY 26-27 Request</b>
<i>PRWC Southeast Wellfield Construction and Land Acquisition</i>	\$20,000,000
<i>Demand Management Implementation Program</i>	\$75,000
<i>Bartow PRWC AWS Receiving Facility</i>	\$4,000,000
<i>Lake Alfred PRWC Receiving Facility</i>	\$900,000
<i>Auburndale PRWC AWS Receiving Station</i>	\$2,800,000
<i>Dundee PRWC AWS Receiving Station</i>	\$6,369,000
<i>Eagle Lake PRWC AWS Receiving Station</i>	\$500,000
<i>Lake Hamilton</i>	\$2,000,000
<i>Winter Haven Pollard Rd WPF - PRWC AWS Receiving Facility</i>	\$750,000
<i>Winter Haven PRWC - (Auburndale, WH Transmission Main Extension)</i>	\$75,000
<i>PCU ERUSA PRWC AWS Receiving Facility</i>	\$1,078,750
<i>PCU CRUSA PRWC AWS Receiving Facility</i>	\$186,250
<i>PCU NERUSA PRWC AWS Receiving Facility</i>	\$1,925,000
<i>Haines City PRWC AWS Receiving Facility</i>	\$1,750,000
<b>TOTAL REQUEST</b>	<b>\$40,659,000</b>

## **Background – Addressing Environmental Mandates and Growth Pressures**

Polk County is central to regulatory limitations, located within the Green Swamp Area of Critical State Concern and the Southern Water Use Caution Area (SWUCA). The Upper Floridan Aquifer in this region is recognized as highly susceptible to over-pumping of groundwater due to the sandy and limestone sub-strata.

The 20-year SWUCA Recovery Strategy, adopted in 2006, aimed to restore minimum flows and levels (rivers and lakes) and curb saltwater intrusion in coastal areas of southwest Florida by 2025. Significant water resources efforts by the SWFWMD and public suppliers have made good progress towards completing the strategy but additional focus is needed for the recovery of Polk County lakes and wetlands.



The development of the PRWC and the advancement of projects like the SELFA WF are non-negotiable requirements to address decades of water resource stress and meet the 2025 CFWI regulatory and environmental compliance deadlines.

### **Justification for Priority Funding: Meeting State, District, and Local Goals**

The state's initial financial commitment through the Heartland Act has been important, enabling critical steps such as the acquisition of pipeline easements and the initiation of designs for necessary alternative water receiving facilities. However, the escalating cost of the SELFA WF project (\$535 million) combined with the significant reduction in the percentage of SWFWMD funding match (now approximately 30%) creates a substantial financial shortfall that PRWC membership cannot resolve alone.

**The PRWC requests \$40,659,000 in state funding for FY 2026-27 to implement prioritized projects.** The highest priority projects include the SELFA WPF construction and the associated receiving facilities for member governments.

Funding the receiving facilities is essential for project success. These facilities (including those listed for Bartow, Lake Alfred, Auburndale, and Dundee, among others) are listed as essential to ensure that PRWC-supplied water can be conveyed and used by member governments. Without the necessary infrastructure improvements in place to accept this alternative water supply, the investment in the SELFA WF pipeline and wellfield will be significantly limited in its ability to serve customers and distribute the alternative supply.

**The PRWC urges the legislature to fund this request in its entirety to successfully deliver reliable and secure alternative water supplies for the region and meet the mandate of the CFWI regulations.**

### **Leveraging Past Investment to Secure Future Water Supplies**

The Heartland Headwaters Protection & Sustainability Act has already made a significant impact on water resource development in Polk County. The Act recognizes the critical importance of Polk County's aquifers to the economic and ecological health of the surrounding regions, acknowledging the findings of the Central Florida Water Initiative Guiding Document (January 30, 2015) and the Southern Water Use Caution Area Recovery Strategy (March 2006). Furthermore, the Act confirms that fostering partnerships between Regional Water Supply Authorities (RWSAs) and local governments is in the state interest.

### **Legislative Successes: Impact and Project Advancement**



Past appropriations provided through the Heartland Headwaters Act have been critical to PRWC members advancing essential projects. For FY 2025-2026, the Legislature appropriated \$1,560,167, which is currently being used to advance PRWC alternative water supply projects and support member receiving facility projects. Specific examples demonstrating the positive impact of this continued legislative support include:

- PRWC SELFA WP Member Receiving Facilities: Legislative funding has supported the design of numerous member receiving facilities, which is recognized as critical to the distribution of the alternative water supply.
- City of Dundee PRWC Receiving Facility: The 2023 legislative session's funding allowed this project to retain an engineer and initiate construction services for their PRWC Receiving Facility.
- City of Frostproof Wastewater System Upgrades: Funds appropriated in the 2021 Legislative session helped bring this project almost to full completion, modifying the headworks system to remove significantly more solids and completing construction on the rapid infiltration basin (RIBs). Work is now focused on obtaining emergency generators to reduce the potential for sanitary sewer overflows (SSOs).
- PRWC SELFA Pipeline Acquisition and Construction: Funding appropriated in multiple legislative sessions has enabled the acquisition of nearly one-third of the total 320 pipeline easements (61 miles total length) needed for the Southeast Lower Floridan Aquifer Wellfield (SELFA WF), with construction underway on some segments. Construction is currently underway on the raw water wells, the water production facility, and on 4 of the pipeline segments. Attached as **Appendix A** is a quarterly report summarizing the tremendous success of the project.

## **Maintaining Momentum: Priority Funding for FY 2025-26**

### **To sustain momentum and maximize the benefits of prior state investments, the Polk Regional Water Cooperative (PRWC) seeks continued legislative funding.**

For the upcoming fiscal year (FY 2026-27), PRWC members submitted a total of 31 projects across five water resource management categories (Drinking Water, Wastewater, Stormwater and Flood Control, Environmental Restoration, and Conservation). The majority of these projects focused on drinking water (21) reflecting the regional challenge to develop and maximize the efficient use of alternative water supply resources.



The total cost for the FY 2026-27 portion of these projects is \$288,782,181. PRWC governments are collectively committing a substantial 86%, or \$248,123,181 of this cost, leaving a state funding request of \$40,659,000 (14%). The requested amounts are detailed in Tables A, B, and C.

The critical regional need remains funding of the PRWC's SELFA WPF and members related receiving facilities in response to the CFWI regulations. Therefore, the PRWC requests that priority funding for FY 2026-27 but also requests a re-occurring funding amount of \$20,000,000 be provided to the PRWC for the Southeast Wellfield Project and member receiving facilities over the following five years.

Priority projects are essential to maintain momentum, specifically:

- The top two projects listed are regionally the most important projects to the PRWC members.
- Projects 3-14 are receiving facilities that are essential projects to ensure PRWC-supplied water is conveyed and used by the member governments.

The PRWC strongly supports and urges the legislature to fund this request in its entirety. Funding for receiving facility projects is critical because they are necessary for the successful delivery and use of PRWC-supplied water to the member governments.



**Heartland Headwaters Protection and Sustainability Act**  
**Table A - FY 2026-27 Water Resource Project Category Summary**

Project Name	Member Government	Drinking Water	Wastewater (+ Reuse)	Stormwater & Flood Control	Environmental Restoration	Conservation
Southeast Wellfield Construction and Land Acquisition	PRWC	1				
Demand Management Implementation Program	PRWC					1
Bartow PRWC AWS Receiving Facility	City of Bartow	1				
Bartow New Ground Storage Tank	City of Bartow	1				
Bartow Sludge Drying Bed	City of Bartow	1				
Lake Alfred PRWC Receiving Facility	City of Lake Alfred	1				
Auburndale PRWC AWS Receiving Station	City of Auburndale	1				
Dundee PRWC AWS Receiving Station	City of Dundee	1				
Eagle Lake PRWC AWS Receiving Station at Green Acres	City of Eagle Lake	1				
Eagle Lake Green Acres WPF Improvements Phase 1	City of Eagle Lake	1				
Eagle Lake WPF#1 Improvements	City of Eagle Lake	1				
Eagle Lake Wastewater Lift Station Generators	City of Eagle Lake		1			
Lake Hamilton WTP Phase II - PRWC Receiving Facility	Town of Lake Hamilton	1				
Winter Haven Pollard Rd WPF - PRWC AWS Receiving Facility	City of Winter Haven	1				
Winter Haven PRWC - (Auburndale, WH Transmission Main Extension)	City of Winter Haven	1				
Winter Haven Pollard Road & Cypresswood Water Production Facilities	City of Winter Haven	1				
Winter Haven Water Resource Facility at Pollard Road	City of Winter Haven		1			
Winter Haven Logistics Parkway Storm Water Reclamation	City of Winter Haven			1		
Winter Haven MAR/ASR Wellfield at Bradco	City of Winter Haven	1				
Winter Haven East Aquifer Recharge and Wetland Restoration at Bradco	City of Winter Haven				1	
Winter Haven North Aquifer Recharge Project	City of Winter Haven				1	
Winter Haven Direct Potable Recharge (DPR) Mobile Pilot	City of Winter Haven	1				
Winter Haven AWS (reclaim) Transmission Main Extensions/Connections	City of Winter Haven					1
Winter Haven Septic to Sewer	City of Winter Haven		1			
Winter Haven Lake Idyl Nutrient Reduction & Stormwater Reuse Feasibility Study & Design	City of Winter Haven				1	
Winter Haven Asbestos Cement Water Main Replacement (Septic to Sewer)	City of Winter Haven	1				
PCU ERUSA PRWC AWS Receiving Facility	Polk County	1				
PCU CRUSA PRWC AWS Receiving Facility	Polk County	1				
PCU NERUSA PRWC AWS Receiving Facility	Polk County	1				
Haines City PRWC AWS Receiving Facility	City of Haines City	1				
Haines City PRWC US 27 Water Main Looping	City of Haines City					1
<b>Total Number of Projects</b>	<b>31</b>	<b>21</b>	<b>3</b>	<b>1</b>	<b>3</b>	<b>3</b>



Heartland Headwaters Protection and Sustainability Act Implementation Table B - FY 2026-27 Project Descriptions		
Project Name	Member Government	Project Description
Southeast Wellfield Construction and Land Acquisition	PRWC	In partnership with the Southwest Florida Water Management District, the PRWC is constructing its first regional alternative water supply project. The Phase 1 7.5 MGD reverse osmosis treatment facility, wellfield, and transmission system is currently underway, with initial work requested under this application include land acquisition (including any legal fees) for the wells and transmission system.
Demand Management Implementation Program	PRWC	As part of its regional alternative water supply project, PRWC is in the process of implementing the program outlined by the Demand Management Plan. Initial work will include collection of data and materials to track and record progress of its conservation implementations. This task will involve retaining an outside contractor to actively distribute devices that reduce overall member demands.
Bartow PRWC AWS Receiving Facility	City of Bartow	This project is necessary for PRWC regional AWS to be delivered to its members. It includes the design and construction for approximately one mile of 16-inch PVC water main from the three-way interconnect with the Cities of Bartow, Lakeland, and Polk County Utilities along US-98 to tie into the City's potable water system. The project also includes new site piping of approximately 500LF of 12-inch PVC at the City's existing water plant to connect the PRWC transmission main, controls, and a motor-operated butterfly valve.
Bartow New Ground Storage Tank	City of Bartow	This project includes design, permitting, and construction of a new 2-million gallon storage tank. This will allow us to remove the existing ground storage tank for needed interior repairs. The ground storage tank will bring additional storage capacity that will allow us to shut down our well motors, transfer and booster pumps part of the operation day. This will assist us in saving power consumption, especially during summer months when our power demands are high.
Bartow Sludge Drying Bed	City of Bartow	This project covers the design, permitting, and construction of a new lime sludge drying bed. The drying bed is for the sludge that is created during our lime softening process. The drying bed will allow the water to drain from the sludge and dry out. Once, the sludge is dried out it could be dispose of at the landfill. The water that drains from sludge flows to an underdrain and is pumped back to our head works to start our water treatment process over. Currently, we have the sludge hauled out and they dispose of the sludge at Orlando Power Plant. At times, Orlando Power doesn't accept or accepts reduce loads of sludge and then our sludge holding tanks at the plant becomes overloaded.
Lake Alfred PRWC Receiving Facility	City of Lake Alfred	This project is necessary for PRWC regional AWS to be delivered to its members. This project includes land acquisition, Ground Storage Tank, Operations and Electrical Buildings, High Service Pumps, Chemical Storage and Pumping, Piping and SCADA for the City to receive water from PRWC.
Auburndale PRWC AWS Receiving Station	City of Auburndale	This project is necessary for PRWC regional AWS to be delivered to its members. Design and construction of 4,800 LF of 12" PVC water main from future PRWC pump booster pump station near intersection of E. Derby Ave & Jersey Road to City of Auburndale water main at the intersection of Oak & Derby. The project also includes a flow meter and isolation valve at the PRWC BPS Facility.
Dundee PRWC AWS Receiving Station	City of Dundee	This project is necessary for PRWC regional AWS to be delivered to its members. The construction of the interconnect will connect Dundee Hickory Water Plant to the PRWC Southeast Wellfield Pipeline Project. This phase of the project is include construction of the water line to the plant entrance, including installation of 750,000 gallon storage tank, high service pump, flow meter station, electrical building, chemical building plus feed lines, instrumentation and controls, necessary plumbing and related site improvements for the interconnect and the PRWC Pipeline. The benefits to the Town are enormous for an alternative water that will improve the drinking water quality and quantity when completed.
Eagle Lake PRWC AWS Receiving Station at Green Acres	City of Eagle Lake	This project involves Phase 2 improvements to the City of Eagle Lake's Green Acres Water Production Facility to enable the facility to use provide redundant alternative water supply.Improvements at the facility are necessary to allow it to properly function as a receiving station where the Polk Regional Water Cooperative supplied water will be treated and blended with the existing Upper Floridan Aquifer well water.



<b>Eagle Lake Green Acres WPF Improvements Phase 1</b>	<b>City of Eagle Lake</b>	This project involves rehabilitation of the City of Eagle Lake's Green Acres Water Production Facility, which is an aging facility with multiple components that are nearing or past their useful life. The Green Acres WPF is the facility which will be used as the PRWC receiving facility once PRWC water supplies are available. The current infrastructure is undersized to allow the facility to reliably produce potable and fire protection supplies at needed quantities. The purpose of the proposed Green Acres Water Production Facility Improvements Phase 1 Project is to add additional capacity, reliability, redundancy, and efficiency to the Green Acres WPF and the City's water production capabilities as a whole.
<b>Eagle Lake WPF#1 Improvements</b>	<b>City of Eagle Lake</b>	This project involves rehabilitation of the City of Eagle Lake's Water Production Facility No. 1, which is an aging facility with multiple components that are nearing or past their useful life and is also undersized to allow the facility to reliably produce potable and fire protection supplies at needed quantities. The purpose of the proposed WPF No. 1 Improvements Project is to add additional capacity, reliability, redundancy, and efficiency to Water Production Facility No. 1 and the City's water production capabilities as a whole.
<b>Eagle Lake Wastewater Lift Station Generators</b>		This project involves installation of new generators for backup power during power outages at 14 City of Eagle Lake wastewater lift stations, which currently do not have backup power capabilities. The project will help prevent sanitary sewer overflows during power outages including storm events.
<b>Lake Hamilton WTP Phase II - PRWC Receiving Facility</b>	<b>City of Winter Haven</b>	This project is necessary for PRWC regional AWS to be delivered to its members. The improvements will modernize outdated equipment and controls, add a new offsite potable water supply well to provide redundancy, and prepare the Town to accept new water. These upgrades are essential for meeting growing demand, ensuring backup reliability, and complying with evolving federal, state, and local regulations.
<b>Winter Haven Pollard Rd WPF - PRWC AWS Receiving Facility</b>	<b>City of Winter Haven</b>	This project is necessary for Auburndale to receive water from PRWC. Winter Haven will wheel PRWC water from its Pollard Road Water Production Facility to Auburndale's and Lake Alfred's AWS facilities.
<b>Winter Haven PRWC - (Auburndale, WH Transmission Main Extension)</b>	<b>City of Winter Haven</b>	This project is necessary to deliver PRWC AWS to member facilities. This project involves the extension of the Winter Haven transmission main to wheel PRWC AWS water through the City of Winter Haven and reduce the cost for the PRWC transmission main extension to Auburndale. The City of Winter Haven must extend its existing water transmission main approximately 2,200 feet to the proposed site in order for Auburndale to receive PRWC alternative water supplies. This site is identified by PRWC as parcel 25-28-12-000000-044030 on Derby Avenue East, Auburndale.
<b>Winter Haven Pollard Road &amp; Cypresswood Water Production Facilities</b>	<b>City of Winter Haven</b>	Winter Haven is prioritizing repairs, upgrades, and expansion to provide quality water service. Two major new facilities are planned: 1. Cypresswood Water Production Facility (WPF) Improvements: This project will provide a new replacement water treatment facility and production wells in the easterly service area. This allows for the decommissioning of two existing water plants that have reached the end of their useful life, ensuring a reliable and quality potable water supply. 2. Pollard Road WPF: This facility, located in the southern service area west of the proposed Water Resource Facility, will provide a new water treatment facility and wells to support the Winter Haven Intermodal Logistics Center (ILC) and future development. It is designed to include the Polk Regional Water Cooperative (PRWC) receiving facility point. This addition provides regional resilience and long-term water supply (2.44 MGD total) to Lake Alfred (0.92 MGD) and Auburndale (1.52 MGD). Construction of the plant is anticipated to start in January 2026.
<b>Winter Haven Water Resource Facility at Pollard Road</b>	<b>City of Winter Haven</b>	The Sapphire Necklace is a complex system of connected, restored wetlands, rapid infiltration basins, and injection wells forming part of a comprehensive One Water initiative. The flagship project is the Water Resource Facility (WRF) at Pollard Road. The WRF will treat sewage and stormwater to produce advanced wastewater treatment (AWT) reclaimed water. This initiative's primary goals are to achieve regional resiliency in the Peace River Basin and promote aquifer recharge. By providing an alternative water supply (AWS) for groundwater recharge, the project reduces nutrients and pollution in the Basin and mitigates stress on the Floridan Aquifer.



<b>Winter Haven Logistics Parkway Storm Water Reclamation</b>	<b>City of Winter Haven</b>	The Sapphire Necklace is a comprehensive One Water initiative centered on the Water Resource Facility (WRF) at Pollard Road (located near Wastewater Treatment Facility #3) to achieve regional resiliency. The facility harvests and treats sewage and stormwater to produce advanced wastewater treatment (AWT) reclaimed water. The primary goal of this system, which utilizes aquifer recharge wells and wetland restoration storage, is to promote aquifer recharge by providing an alternative water supply. This initiative reduces pollution and mitigates stress on the Floridan Aquifer.
<b>Winter Haven MAR/ASR Wellfield at Bradco</b>	<b>City of Winter Haven</b>	The Managed Aquifer Recharge (MAR) / Aquifer Storage and Recovery (ASR) wellfield project improves Winter Haven's water supply and quality by storing reclaimed water/stormwater and recharging the Floridan Aquifer. Supplying the wellfield, the system recharges the aquifer with a minimum of 1.5 MGD of reclaimed water, which mitigates future Upper Floridan Aquifer (UFA) withdrawals and ensures a sustainable potable water source, reducing reliance on traditional groundwater. Utilizing the aquifer for storage bypasses the need for large surface land tracts and reduces potential downstream flooding during storms. The project supports overall water supply resilience by increasing water availability and enhancing natural system protection, aligning with the City's Water Resource Sustainability and One Water Master Plans.
<b>Winter Haven East Aquifer Recharge and Wetland Restoration at Bradco</b>	<b>City of Winter Haven</b>	The "Sapphire Necklace" project originated in the 2010 Sustainable Water Resource Management Plan to restore water heritage in the Polk County uplands of the Peace Creek Basin. This Nature Based Solution is a connected network of water resources designed to reestablish historical wetlands for floodwater storage and surficial aquifer recharge. The City's "One Water Master Plan" guides the concept, identifying and ranking sites based on criteria including storage volume, wetland restoration acreage, and Upper Floridan Aquifer (UFA) recharge potential. The East Winter Haven Aquifer Recharge and Wetland Restoration at Bradco is ranked as a priority Group 1 site. This critical 372-acre site, purchased in December 2023, is located at the headwaters of the Peace Creek Basin. Formerly a ditched and drained wetland largely within the 100-year floodplain, it provides flood protection, habitat creation, water quality improvements, aquifer recharge, and public recreation.
<b>Winter Haven North Aquifer Recharge Project</b>	<b>City of Winter Haven</b>	Utilizing reuse water for aquifer recharge enhances aquifer levels in hydrologically stressed regions. This benefits the 9-county area reliant on the Upper Floridan Aquifer (UFA) and bolsters lake levels and river flows in the Southern Water Use Caution Area. The Northern Winter Haven Aquifer Recharge Feasibility Evaluation is a site-specific investigation estimating the potential sustainable land application recharge capacity for reuse water near the Rolling Hills Cemetery and Lake Lucerne. Using field geotechnical investigations and groundwater flow modeling, the project aims to improve groundwater levels, boost lake levels for the Northern Winter Haven Chain of Lakes, and potentially generate a water supply benefit for the City and other regional users.
<b>Winter Haven Direct Potable Recharge (DPR) Mobile Pilot</b>	<b>City of Winter Haven</b>	Utilizing reuse water for aquifer recharge enhances aquifer levels in hydrologically stressed regions. This benefits the 9-county area reliant on the Upper Floridan Aquifer (UFA) and bolsters lake levels and river flows in the Southern Water Use Caution Area. The Northern Winter Haven Aquifer Recharge Feasibility Evaluation is a site-specific investigation estimating the potential sustainable land application recharge capacity for reuse water near the Rolling Hills Cemetery and Lake Lucerne. Using field geotechnical investigations and groundwater flow modeling, the project aims to improve groundwater levels, boost lake levels for the Northern Winter Haven Chain of Lakes, and potentially generate a water supply benefit for the City and other regional users.
<b>Winter Haven AWS (reclaim) Transmission Main Extensions/Connections</b>	<b>City of Winter Haven</b>	Winter Haven (WH), located at the Peace River headwaters, is executing the multi-decade, proactive One Water Master Plan to sustain its natural systems and water resources through recapturing, reclaiming, recharging, and reusing water. Flagship projects, including Reclaim Transmission Main Extensions, connect to the planned 12.0 MGD Water Resource Facility (WRF). This initiative aligns with Comprehensive Plan goals: ensuring adequate water resources (Goal #1); reducing potable water used for irrigation by a minimum of ten percent by 2035 (Goal #2); and reducing water usage impact on natural systems and groundwater withdrawals (Goal #3). The extended reclaimed water transmission loop is critical for expanding distribution, complying with SB 64, supporting the future Sapphire Necklace program, and transporting the full 12 MGD capacity of the WRF.



<b>Winter Haven Septic to Sewer</b>	<b>City of Winter Haven</b>	The Inwood septic-to-sewer conversion is a high-priority project for the City, focusing on the disadvantaged community of Inwood (pop. 7,031; MHI \$34,815). The project is critical because the area's aging and failing septic systems (median installation 1959) and inadequate soils pose a significant public health risk and threaten nearby nutrient-impaired surface water bodies (including Lakes Cannon, Jessie, and Howard). Converting this highly susceptible decentralized system to the central collection system will eliminate failure risks, improve discharge management, and ultimately enhance the resiliency of the City's wastewater infrastructure
<b>Winter Haven Lake Idyl Nutrient Reduction &amp; Stormwater Reuse Feasibility Study &amp; Design</b>	<b>City of Winter Haven</b>	The purpose of this project is to develop several shovel ready projects that can be conducted to reduce nutrients and improve water quality in Lake Idyl. Downstream flow from Lake Idyl reaches the Peace River, so future projects conducted here have the possibility of having positive downstream effects. Lake Idyl is an NNC impaired lake in northeast Winter Haven. City Staff created an alternative restoration plan (4e plan) that was approved by the Florida Department of Environmental Protection in 2024. The purpose of this project is to perform a feasibility study to determine what nutrient reduction projects may positively impact the lake, including the examination/design of using existing stormwater infrastructure to implement stormwater reuse reducing nutrient discharge to the lake. The goal of this project is to produce several shovel ready options for future nutrient reduction projects at Lake Idyl.
<b>Winter Haven Asbestos Cement Water Main Replacement (Septic to Sewer)</b>	<b>City of Winter Haven</b>	The City's Septic to Sewer Master Plan (completed Jan 2021) prioritized remediation areas using specific criteria, including the presence of Asbestos Cement (AC) water mains. Utilizing a "one dig" approach, the City integrates AC water main replacement with the septic-to-sewer program for cost efficiency. AC water mains (approx. 50 miles of 6" pipe system-wide), widely used until the late 1970s, are degrading from age, soil, and internal corrosion, posing contamination threats via asbestos fibers. By combining projects, the City proactively replaces these outdated, end-of-life mains with 8" C900 Polyvinyl Chloride pipe, which also increases fire protection and reduces resident inconvenience. The initial remediation area, Remediation Area 6 (southeastern Lake Hartridge), will remove 119 septic tanks and replace 6,822 feet of 6" AC water main. Construction is scheduled to begin in January 2026
<b>PCU ERUSA PRWC AWS Receiving Facility</b>	<b>Polk County</b>	Project is required to receive alternative water supply (AWS) from the PRWC's Southeast Wellfield Project for the County's East Regional Utility Service Area (ERUSA). The Project consists of a meter/regulating station, 1 MG ground storage tank, chemical feed facilities, high service pumping, standby power, and related site improvements. Project will reduce reliance on the upper Floridan aquifer for public supply consistent with the CFWI Regional Water Supply Plan.
<b>PCU CRUSA PRWC AWS Receiving Facility</b>	<b>Polk County</b>	Project is required to receive alternative water supply (AWS) from the PRWC's Southeast Wellfield Project for the County's Central Regional Utility Service Area (CRUSA). The Project consists of a meter/regulating station and associated yard piping for delivery of AWS to an existing 1.0 MG ground storage tank. Project will reduce reliance on the upper Floridan aquifer for public supply consistent with the CFWI Regional Water Supply Plan.
<b>PCU NERUSA PRWC AWS Receiving Facility</b>	<b>Polk County</b>	Project is required to receive alternative water supply (AWS) from the PRWC's Southeast Wellfield Project for the County's Northeast Regional Utility Service Area (NERUSA). The Project consists of a meter/regulating station, 1 MG ground storage tank, chemical feed facilities, high service pumping, standby power, and related site improvements. Project will reduce reliance on the upper Floridan aquifer for public supply consistent with the CFWI Regional Water Supply Plan.
<b>Haines City PRWC AWS Receiving Facility</b>	<b>City of Haines City</b>	The goal of this project is to utilize the brackish, Lower Floridan Aquifer (LFA) in Southeast Polk County as a "non-traditional" water supply. The PRWC's Southeast Wellfield is a permitted supply, and after treatment via reverse osmosis, will ultimately deliver up to 15.0 million gallons per day (MGD) of high-quality drinking water.



**Heartland Headwaters Protection and Sustainability Act Implementation**

**Table C - FY 2026-27 Project Cost and Rank**

Receiving Facility	Project No.	Priority Ranking	Project Name	Member Government	Total Project Cost (All Years)	Total Project Cost (FY 26-27)	State Funding Requested (FY 26-27)	Local Gov. Funding
Y	1	1	PRWC Southeast Wellfield Construction and Land Acquisition	PRWC	\$ 528,915,268	\$ 153,639,581	\$ 20,000,000	\$ 133,639,581
Y	2	2	PRWC Demand Management Implementation Program	PRWC	\$ 300,000	\$ 150,000	\$ 75,000	\$ 75,000
Y	3	3	Bartow PRWC AWS Receiving Facility	City of Bartow	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ -
Y	4	3	Lake Alfred PRWC Receiving Facility	City of Lake Alfred	\$ 11,793,000	\$ 900,000	\$ 900,000	\$ -
Y	5	3	Auburndale PRWC AWS Receiving Station	City of Auburndale	\$ 3,000,000	\$ 3,000,000	\$ 2,800,000	\$ 200,000
Y	6	3	Dundee PRWC AWS Receiving Station	City of Dundee	\$ 6,569,000	\$ 6,569,000	\$ 6,369,000	\$ 200,000
Y	7	3	Eagle Lake PRWC AWS Receiving Station at Green Acres	City of Eagle Lake	\$ 6,900,000	\$ 500,000	\$ 500,000	\$ -
Y	8	3	Lake Hamilton WTP Phase II - PRWC Receiving Facility	Town of Lake Hamilton	\$ 14,000,000	\$ 14,000,000	\$ 2,000,000	\$ 12,000,000
Y	9	3	Winter Haven PRWC - (Auburndale, WH Transmission Main Extension)	City of Winter Haven	\$ 1,500,000	\$ 150,000	\$ 75,000	\$ -
Y	10	3	Winter Haven Pollard Rd WPF - PRWC AWS Receiving Facility	City of Winter Haven	\$ 4,000,000	\$ 1,500,000	\$ 750,000	\$ 750,000
Y	11	3	PCU ERUSA PRWC AWS Receiving Facility	Polk County	\$ 3,943,875	\$ 2,157,500	\$ 1,078,750	\$ 1,078,750
Y	12		PCU CRUSA PRWC AWS Receiving Facility	Polk County	\$ 1,068,875	\$ 372,500	\$ 186,250	\$ 186,250
Y	13	3	PCU NERUSA PRWC AWS Receiving Facility	Polk County	\$ 6,297,283	\$ 3,850,000	\$ 1,925,000	\$ 1,925,000
Y	14	3	Haines City PRWC Receiving Facility	Haines City	\$ 7,100,000	\$ 3,500,000	\$ 1,750,000	\$ 1,750,000
<b>SUBTOTAL FOR PRIORITY AWS REQUEST</b>					<b>\$ 592,287,301</b>	<b>\$ 190,788,581</b>	<b>\$ 40,659,000</b>	<b>\$ 150,054,581</b>
N	15	NR	Bartow New Ground Storage Tank	City of Bartow	\$ 1,750,000	\$ 1,000,000	-	\$ 1,000,000
N	16	NR	Bartow Sludge Drying Bed	City of Bartow	\$ 1,500,000	\$ 750,000	-	\$ 750,000
N	17	NR	Eagle Lake Green Acres WPF Improvements Phase 1	City of Eagle Lake	\$ 15,875,000	\$ 750,000	-	\$ 750,000
N	18	NR	Eagle Lake WPF#1 Improvements	City of Eagle Lake	\$ 9,828,000	\$ 750,000	-	\$ 750,000
N	19	NR	Eagle Lake Wastewater Lift Station Generators	City of Eagle Lake	\$ 3,000,000	\$ 300,000	-	\$ 300,000
N	20	NR	Haines City PRWC US 27 Water Main Looping	City of Haines City	\$ 3,800,000	\$ 2,000,000	-	\$ 2,000,000
Y	21	3	Winter Haven Pollard Road & Cypresswood Water Production Facilities	City of Winter Haven	\$ 18,990,000	\$ 10,000,000	-	\$ 10,000,000
N	22	NR	Winter Haven Water Resource Facility at Pollard Road	City of Winter Haven	\$ 172,950,000	\$ 13,150,000	-	\$ 13,150,000
N	23	NR	Winter Haven Logistics Parkway Storm Water Reclamation	City of Winter Haven	\$ 4,600,000	\$ 450,000	-	\$ 450,000
N	24	NR	Winter Haven MAR/ASR Wellfield at Bradco	City of Winter Haven	\$ 5,500,000	\$ 5,000,000	-	\$ 5,000,000
N	25	NR	Winter Haven East Aquifer Recharge and Wetland Restoration at Bradco	City of Winter Haven	\$ 50,149,600	\$ 50,149,600	-	\$ 50,149,600
N	26	NR	Winter Haven North Aquifer Recharge Project	City of Winter Haven	\$ 3,300,000	\$ 1,200,000	-	\$ 1,200,000
N	27	NR	Winter Haven Direct Potable Recharge (DPR) Mobile Pilot	City of Winter Haven	\$ 2,700,000	\$ 550,000	-	\$ 550,000
N	28	NR	Winter Haven AWS (reclaim) Transmission Main Extensions/Connections	City of Winter Haven	\$ 15,000,000	\$ 8,684,000	-	\$ 8,684,000
N	29	NR	Winter Haven Septic to Sewer	City of Winter Haven	\$ 58,750,000	\$ 1,860,000	-	\$ 1,860,000
N	30	NR	Winter Haven Lake Idyl Nutrient Reduction & Stormwater Reuse Feasibility Study & Design	City of Winter Haven	\$ 200,000	\$ 200,000	-	\$ 200,000
N	31	NR	Winter Haven Asbestos Cement Water Main Replacement (Septic to Sewer)	City of Winter Haven	\$ 4,240,000	\$ 1,200,000	-	\$ 1,200,000
<b>TOTAL FOR ALL PRWC AND PRWC MEMBER PROJECTS</b>					<b>\$ 964,419,901</b>	<b>\$ 288,782,181</b>	<b>\$ 40,659,000</b>	<b>\$ 248,048,181</b>



## **Appendix A**

### **Southeast Alternative Water Supply Project Summary**



August 2025



**POLK REGIONAL  
WATER COOPERATIVE**

## **SOUTHEAST ALTERNATIVE WATER SUPPLY PROJECT SUMMARY**





# TABLE OF CONTENTS

<b>WHO IS THE POLK REGIONAL WATER COOPERATIVE .....</b>	<b>2</b>
Who We Are .....	2
Why was the PRWC Formed? .....	2
Stakeholder Participation .....	3
<b>WHAT IS THE PROJECT .....</b>	<b>3</b>
Project Overview .....	3
Project Location .....	3
The SELFA Water Production Facility .....	3
The Lower Floridan Aquifer Wellfield .....	4
The Southeast Transmission Main .....	4
<b>WHY IS THE PROJECT NEEDED .....</b>	<b>5</b>
Future Water Supply Needs .....	5
<b>PRODUCING HIGH-QUALITY WATER .....</b>	<b>5</b>
Water Quality .....	5
About Reverse Osmosis Water Treatment .....	6
<b>DESIGN AND CONSTRUCTION .....</b>	<b>6</b>
Expected Schedule .....	6
Land Acquisition .....	6
Construction Activities .....	7
<b>PROJECT COSTS .....</b>	<b>8</b>
State Grants and Funding .....	8





## WHO IS THE POLK REGIONAL WATER COOPERATIVE

### Who We Are

The Polk Regional Water Cooperative (PRWC), formed in 2017, is a non-profit, special district of the State of Florida tasked with the planning for Polk County's future water supply needs. The PRWC consists of 16 representatives and officials from:



Auburndale



Bartow



Davenport



Dundee



Eagle Lake



Fort Meade



Frostproof



Haines City



Lake Alfred



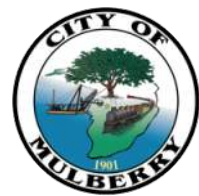
Lake Hamilton



Lake Wales



Lakeland



Mulberry



Polk City



Polk County



Winter Haven

### Why was the PRWC Formed?

The PRWC was formed to provide unified representation on our regional water supply needs and lead the planning and delivery of future water supply solutions. Our role is to proactively identify alternative water resources and implement projects that address long-term water demands while also protecting the sustainability of our regional water supply. We are developing strategies to meet the long-term water demands of the county, constructing and operating the needed infrastructure, and facilitating a regional water conservation program that encourages the responsible use of Polk County's water resources. The formation of the PRWC provided a unified regional voice to represent Polk County interests after the state of Florida identified sustainable water resources as a top environmental and legislative priority.



## Stakeholder Participation

The PRWC Board of Directors meetings are open to the public and participation is encouraged. Please check our website ([prwcwater.org](http://prwcwater.org)) for future Board of Directors meeting dates and other information on PRWC events and projects.

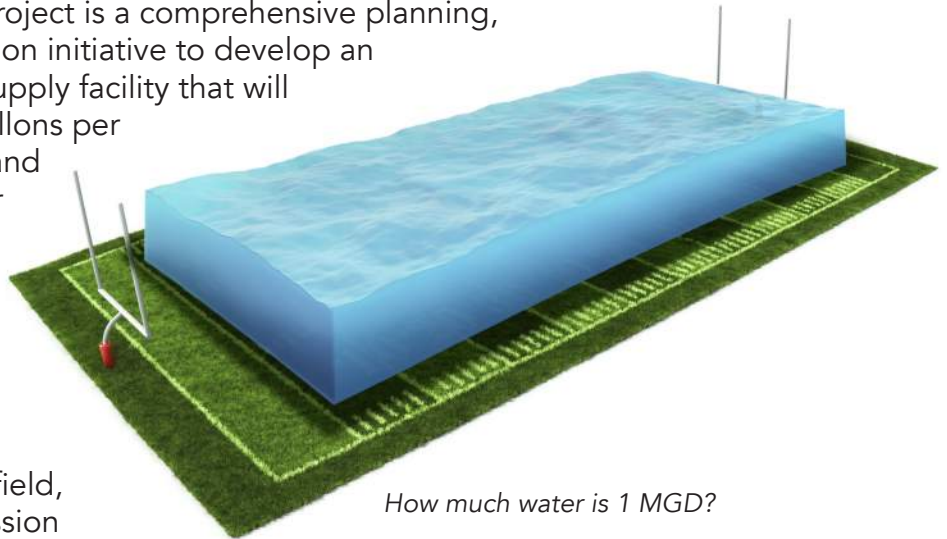


## WHAT IS THE PROJECT

### Project Overview

The Southeast Lower Floridan Aquifer (SELFA) Wellfield and Water Production Facility Project is a comprehensive planning, engineering, and construction initiative to develop an alternative potable water supply facility that will provide up to 15 million gallons per day (MGD) of high quality and great tasting drinking water to the Polk County region.

The project includes three components: The SELFA Water Production Facility (WPF), the Lower Floridan Aquifer (LFA) Wellfield, and the Southeast Transmission Main (SETM).



### Project Location

The SELFA WPF is located on a 30-acre parcel in Polk County, Florida, east of Boy Scout Camp Road, north of SR 60 and Lake Weohyakapka. The LFA Wellfield and 10-mile raw water pipeline are south of the WPF, on Walk in Water Road, south of Lake Weohyakapka. The 61-mile Southeast Transmission Main will extend through southeast Polk County, running west from the WPF to Bartow, and north to Davenport and Haines City.



*SELFA Water Production Facility Rendering*

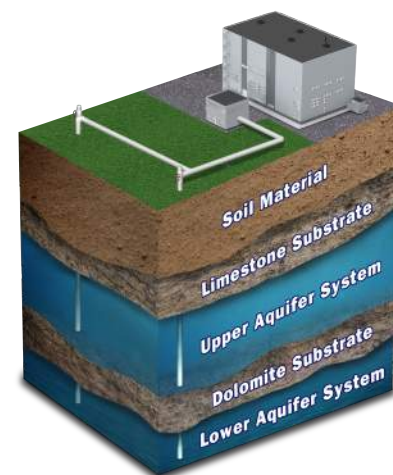
### The SELFA Water Production Facility

The SELFA WPF is a reverse osmosis (RO) water treatment facility that will be capable of generating up to 15 MGD of high quality, great tasting drinking water for Polk County and the PRWC member service areas. Phase 1 of the project is planned to produce 7.5 MGD of fresh drinking water. The SELFA WPF is currently under construction and water production is planned for late 2028.



## The Lower Floridan Aquifer Wellfield

Polk County has traditionally relied on fresh groundwater from the Upper Floridan Aquifer (UFA) as the primary source of water for residential, agricultural, and industrial uses. However, recent central Florida water supply planning studies have determined that the rate of UFA groundwater withdrawal in certain areas of Polk County is rapidly approaching or has surpassed the maximum rate that can be sustained without causing harm to the aquifer and related natural water systems. To avoid future adverse environmental impacts and meet Polk County's future drinking water needs, groundwater from the Lower Floridan Aquifer (LFA) has been identified as an Alternative Water Supply (AWS) source.

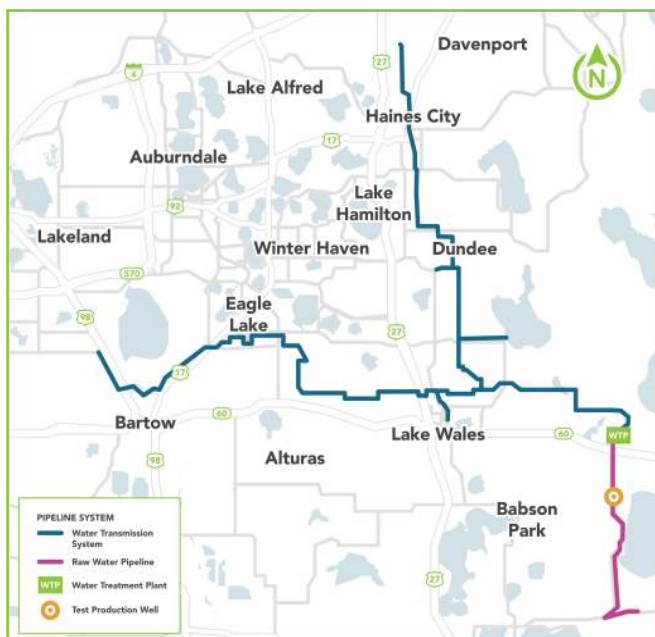


**Figure 1.** Conceptual image of Floridan Aquifer System with surface wells

As shown in [Figure 1](#), the UFA and LFA are each confined by a layer of clay, limestone, and other various rock types, which restricts the movement of water between the UFA and LFA. Raw water from the LFA will be withdrawn via multiple wells to provide water to the SELFA WPF for treatment.

The Lower Floridan Aquifer (LFA) Wellfield will ultimately consist of up to ten wells that extend approximately 2,000 feet underground into the LFA. Each well will be able to draw 2.5 MGD of raw, untreated water from the LFA which will be sent through a new 10-mile raw water pipeline to the SELFA WPF for treatment. These wells will not affect the water levels of the UFA, local bodies of water, or property owners' private wells. The wellfield and new raw water pipeline will be constructed along Walk in Water Road, west of Lake Weohyakapka, as shown in [Figure 2](#).

## The Southeast Transmission Main



**Figure 2.** Southeast Transmission Main

The Southeast Transmission Main (SETM) consists of approximately 61-miles of new potable water transmission pipe that will deliver high quality drinking water from the SELFA WPF to PRWC member utilities.

The specific alternative water supply needs of each PRWC member and the Polk County region were considered during SETM development. The transmission main corridors were then selected and refined through modeling and analysis to arrive at the current SETM alignment, as shown in [Figure 2](#). Water from the SELFA WPF will be supplied directly to PRWC member utilities and may also be shared between them through their local water distribution systems as needed to meet local demand.





## WHY IS THE PROJECT NEEDED

### Future Water Supply Needs

The 2020 Central Florida Water Initiative (CFWI) Regional Water Supply Plan (RWSP) estimated that new water supply sources must be developed to meet the demand in Polk County between 2015 and 2040 due to an increase in population. Each PRWC member's water supply needs were analyzed and projected out to 2045. The analysis results identified a water supply deficit beginning in 2025. With a planning horizon out to 2045, models and estimates show a total water deficit of 12.36 MGD by 2045. The need for an Alternative Water Supply source led to the development of the Southeast LFA Wellfield, Water Production Facility, and Transmission Main project.

Projected PRWC Member Alternative Water Supply Needs (MGD)					
ALL PRWC Members	AWS 2025 Need	AWS 2030 Need	AWS 2035 Need	AWS 2040 Need	AWS 2045 Need
TOTAL NEED (MGD)	1.32	5.30	7.62	9.95	12.36



## PRODUCING HIGH-QUALITY WATER

### Water Quality

The new water supply provided by PRWC will be high quality, safe drinking water blended with existing municipal and county water supplies.

A water quality study was conducted in 2020 to assess the impacts of blending the water supply treated by reverse osmosis with water in the existing PRWC member water utility distribution systems. Using PRWC member utilities' existing water quality data, a blending analysis was conducted to test the following parameters:

- Alkalinity
- Calcium concentration
- Chloride concentration
- Total hardness
- pH
- Sulfate concentration
- Total Dissolved Solids
- Temperature



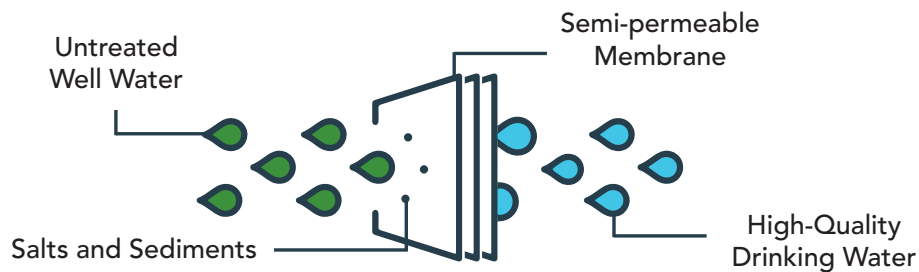
The study included modeling efforts using Blue Plan-it® modeling software to evaluate the impacts for various conditions and scenarios between 2023 and 2040. Also assessed was the need for any compatibility adjustments required for each utilities' water system. This included considerations for any chemical additions, mixing, flushing, disinfection methods, and hydraulic conditions. Overall, the study showed improved water quality for each utilities' water supply system with the additional blending of the RO-treated water supply. Water quality at each utility will continue to be sampled throughout the duration of the project, as well as after the new LFA WPF becomes operational.



## About Reverse Osmosis Water Treatment

Reverse osmosis (RO) is widely regarded as the leading water purification technology in the water treatment industry. RO is often used in the bottled water industry. It removes unwanted sediments and salts by filtering water through “semi-permeable membranes” and capturing them at the molecular level (see [Figure 3](#)), leaving behind high quality, great tasting drinking water.

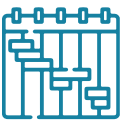
A water treatment study was conducted to determine the best water purification technology for use with the new AWS. The raw water quality of the LFA source water was analyzed and the following treatment objectives were developed:



**Figure 3.** Reverse Osmosis

- Total dissolved solids
- Hardness removal
- Specific ion removal, such as sulfate, sodium, and chloride
- Hydrogen sulfide removal
- Stabilization and disinfection
- Iron and manganese control and/or removal

The available technologies were evaluated and three options were selected for further analysis to compare their footprint, capital cost, energy usage, and maintenance costs. Of the three options, RO was the only technology to consistently reach the necessary treatment purification levels and operational efficiencies.



## DESIGN AND CONSTRUCTION

### Expected Schedule

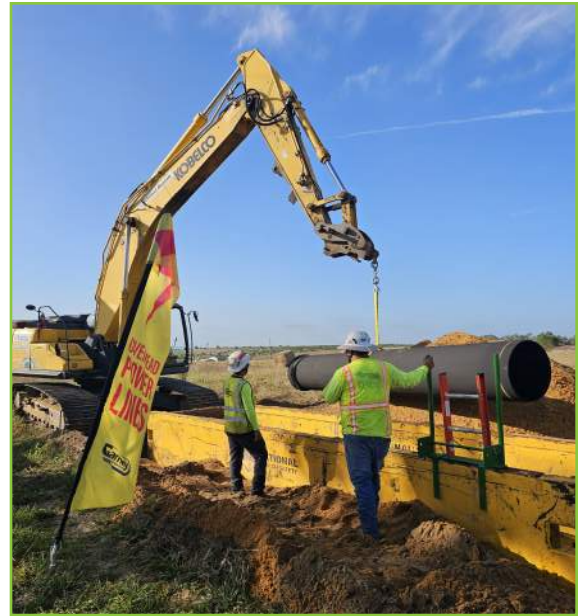
The project design is complete and construction of the first phase of the water production facility and transmission pipeline started in early 2025. Construction and commissioning are expected to be complete in late 2028, at which time the SELFA WPF will begin to provide supplemental drinking water supplies to the PRWC member utilities. As the plant is expanded from its Phase 1 capacity of 7.5 MGD to its 20-year capacity of 15 MGD, additional wells along the Walk in Water Road wellfield will be added.





## Land Acquisition

Land has been acquired for the water production facility. Easements, which involve the use of a property owner's land for the specific purpose of installing a utility pipeline, are also needed by the PRWC for construction of the raw water and transmission pipelines. The required area for the easements varies, but is generally between 30-50' wide and mostly along property frontages. Easement acquisition locations are determined by the identification and selection of pipeline routes that offer a balance of cost and minimal impacts to the environment and property owners. The easement acquisition process is nearly complete and expected to be finalized for the transmission main pipeline routes in late 2025.



*Backhoe setting pipeline segment*

## Construction Activities

Construction on the SELFA WPF and SETM projects began in early 2025. During construction, property owners and residents may see various activities including:

- Equipment and materials being staged in utility easements and roadway right-of-way
- Removal of vegetation and topsoil along the path of the transmission main
- Trench excavation and backfilling
- Pipeline placement and testing
- Roadway and storm drainage restoration
- Occasional lane closures and flagging operations



*Construction worker installing pipe*

Construction will primarily take place Monday through Friday, 7 a.m. to 5:30 p.m., with occasional night and weekend work as necessary to minimize traffic disruptions. Property owners will be notified in advance of construction work through a variety of communications media, such as door hangers, direct mail, email, social media, and roadway signage.

Answers to commonly asked questions about the project are available online: [prwcwater.org/faqs/](https://prwcwater.org/faqs/).

Property owners, residents, and other interested parties may also register to receive email notification of future project events and activities at: [prwcwater.org/contact/](https://prwcwater.org/contact/).





## PROJECT COSTS

### State Grants and Funding

Any new water supply project is costly, especially those designed to be protective of existing natural systems. But the PRWC has come together to share those costs and has worked diligently to identify grants and low-interest loans to minimize the burden on its customers.

The first phase of the SELFA water supply project will deliver 7.5 MGD of drinking water to:

- Auburndale
- Bartow
- Davenport
- Dundee
- Eagle Lake
- Haines City
- Lake Alfred
- Lake Hamilton
- Lakeland
- Polk County
- Winter Haven

This project phase, including the SELFA Water Production Facility, Wellfield, and Transmission Main, is currently estimated to cost \$542 million. This 2025 project construction cost estimate is \$136 million higher than the 2023 cost estimate and represents a 33% increase in construction costs attributable to a combination of inflation and supply chain challenges.



The Southwest Florida Water Management District (SWFWMD) is the project's largest funding partner, having committed over \$200 million for the project to date. The PRWC has also been successful in securing a \$4.6 million American Rescue Plan Act (ARPA) grant and \$86 million in Florida Department of Environmental

Protection (FDEP) agency Alternative Water Supply (AWS) and Heartland state funding grants for this regional project. Low-interest state revolving funds and federal WIFIA loans will also be used to help finance the project and give members time to generate future revenue for repayment of the project loans.

The PRWC appreciates the continued support and funding partnerships with the SWFWMD, FDEP, and the Florida legislature. As the PRWC transitions into the construction phase for the SELFA, additional funding support is needed. Many of the PRWC members receiving water are small communities with limited resources that are experiencing rapid population growth. As the region incorporates more expensive alternative water sources into its traditional supplies, many water customers will see their water rates increase. Every dollar of grant funding will directly reduce the local financial impact to these communities so that customer rates can remain affordable.



*LFA deep-well drilling rig*



**Appendix B**

**Member-government Project Forms**





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Southeast Wellfield Construction and Land Acquisition

#### APPLICANT

Agency Name: Polk Regional Water Cooperative

#### CONTACT

Name: Eric DeHaven Title: Executive Director

Email Address: [ericdehaven@prwcwater.org](mailto:ericdehaven@prwcwater.org)

Office Phone: Mobile Phone: (813) 323-7061

### PROJECT INFORMATION

Project Type (choose one that best describes the project):  
☒ PRWC Receiving Facility  
☐ Drinking Water  
☐ Wastewater  
☐ Environmental Restoration  
☐ Conservation  
☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 2

Is this project a PRWC receiving facility? YES

Project Description, this phase only.

In partnership with the Southwest Florida Water Management District, the PRWC is constructing its first regional alternative water supply project. The Phase 1 7.5 MGD reverse osmosis treatment facility, wellfield, and transmission system is currently underway, with initial work requested under this application include land acquisition (including any legal fees) for the wells and transmission system.

Other member governments if a multi-jurisdictional project:

This project serves all members of the cooperative.

Estimated Completion Date: 6/30/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

\$ 528,915,268

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

\$ 153,639,581

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

\$ 20,000,000

Applicant's share of FY 2026-2027 cost.

66,819,791

Outside share of FY 2026-2027 cost.

66,819,791





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: PRWC Demand Management Implementation Program

#### APPLICANT

Agency Name: Polk Regional Water Cooperative

#### CONTACT

Name: Eric DeHaven Title: Executive Director

Email Address: [ericdehaven@prwcwater.org](mailto:ericdehaven@prwcwater.org)

Office Phone: Mobile Phone: (813) 323-7061

### PROJECT INFORMATION

Project Type (choose one that best describes the project):  
☒ PRWC Receiving Facility  
☐ Drinking Water  
☐ Wastewater  
☐ Environmental Restoration  
☒ Conservation  
☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 2

Is this project a PRWC receiving facility? No

Project Description, this phase only.

As part of its regional alternative water supply project, PRWC is in the process of implementing the program outlined by the Demand Management Plan. Initial work will include collection of data and materials to track and record progress of its conservation implementations. This task will involve retaining an outside contractor to actively distribute devices that reduce overall member demands.

Other member governments if a multi-jurisdictional project:

This project serves all members of the cooperative.

Estimated Completion Date: 6/30/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost.

Outside share of FY 2026-2027 cost.

0

0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: City of Bartow PRWC AWS Receiving Facility

**APPLICANT**

Agency Name: City of Bartow

**CONTACT**

Name: Tony Martinez Title: Water Plant Manager

Email Address: [tmartinez@cityofbartow.net](mailto:tmartinez@cityofbartow.net)

Office Phone: (863) 534-0159 Mobile Phone: (813) 323-7061

**PROJECT INFORMATION**

Project Type (choose one that best describes the project):  
☒ PRWC Receiving Facility  
☐ Drinking Water  
☐ Wastewater  
☐ Environmental Restoration  
☐ Conservation  
☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 3

Is this project a PRWC receiving facility? YES

Project Description, this phase only.

This project covers the design and construction for approximately one mile of 16-inch PVC water main from the three-way interconnect with the Cities of Bartow, Lakeland, and Polk County Utilities along US-98 to tie into the City's potable water system. The project also includes new site piping of approximately 500LF of 12-inch PVC at the City's existing water plant to connect the PRWC transmission main, controls, and a motor-operated butterfly valve

Other member governments if a multi-jurisdictional project:

Estimated Completion Date: 6/30/2027

**PROJECT COST INFORMATION**

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). \$ 4,000,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. \$ 4,000,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 \$ 4,000,000

Applicant's share of FY 2026-2027 cost. 0

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

**Project Name:**

**Agency Name:**

**Name:**  **Title:**

**Email Address:**

**Office Phone:**  **Mobile Phone:**

**Project Type (choose one that best describes the project:**

<input type="checkbox"/> PRWC Receiving Facility	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Conservation
<input checked="" type="checkbox"/> Drinking Water	<input type="checkbox"/> Environmental Restoration	<input type="checkbox"/> Stormwater and Flood Control

**How many project are you submitting for Heartland funding?**

**Is this project a PRWC receiving facility?**

**Project Description, this phase only.**

This project includes design, permitting, and construction of a new 2-million gallon storage tank. This will allow us to remove the existing ground storage tank for needed interior repairs. The ground storage tank will bring additional storage capacity that will allow us to shut down our well motors, transfer and booster pumps part of the operation day. This will assist us in saving power consumption, especially during summer months when our power demands are high.

**Other member governments if a multi-jurisdictional project:**

**Estimated Completion Date:**

### PROJECT COST INFORMATION

**Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).**

**Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.**

**Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027**

**Applicant's share of FY 2026-2027 cost.**

**Outside share of FY 2026-2027 cost.**





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: City of Bartow Sludge Drying Bed

#### APPLICANT

Agency Name: City of Bartow

#### CONTACT

Name: Tony Martinez Title: Water Plant Manager

Email Address: [tmartinez@cityofbartow.net](mailto:tmartinez@cityofbartow.net)

Office Phone: (863) 534-0159 Mobile Phone: (863) 698-0133

### PROJECT INFORMATION

Project Type (choose one that best describes the project):  
☐ PRWC Receiving Facility ☒ Wastewater ☐ Conservation  
☐ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 3

Is this project a PRWC receiving facility? No

Project Description, this phase only.

This project covers the design, permitting, and construction of a new lime sludge drying bed. The drying bed is for the sludge that is created during our lime softening process. The drying bed will allow the water to drain from the sludge and dry out. Once, the sludge is dried out it could be dispose of at the landfill. The water that drains from sludge flows to an underdrain and is pumped back to our head works to start our water treatment process over. Currently, we have the sludge hauled out and they dispose of the sludge at Orlando Power Plant. At times, Orlando Power doesn't accepts or accepts reduce loads of sludge and then our sludge holding tanks at the plant becomes overloaded.

Other member governments if a multi-jurisdictional project:

Estimated Completion Date: 8/1/2027

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost. 300,000

Outside share of FY 2026-2027 cost. 0



**Polk Regional Water Cooperative  
FY 2026 Water Project Form**

**BASIC INFORMATION**

Project Name: Lake Alfred PRWC Alternative Water Supply Receiving Facility

**APPLICANT**

Agency Name: City of Lake Alfred

**CONTACT**

Name: Clifton Bernard Title: Public Works and Utilities Director

Email Address: cbernard@mylakealfred.com

Office Phone: (863)298-5458 Mobile Phone: (863)289-4467

**PROJECT INFORMATION**

Project Type (choose the one that best describes the project): ☒ PRWC Receiving Facility ☐ Wastewater ☐ Conservation ☐ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 1

Is this project a PRWC receiving facility? Yes

Project Description: Objectives, benefits, purpose, goals. Polk Regional Water Cooperative Receiving Facility to include land acquisition, Ground Storage Tank, Operations and Electrical Buildings, High Service Pumps, Chemical Storage and Pumping, Piping and SCADA.

Other member governments if a multi-jurisdictional project: PRWC

Funding sources, if outside funding sought.

Estimated Completion Date: 6/30/2027

**PROJECT COST INFORMATION**

Total estimated project cost (includes capital, construction, 11,793,000

Portion of total project cost which occurs from July 1, 2026 - 900,000

Portion of FY 2026 cost requested from State Legislature, 900,000

Applicant's share of FY 2026-2027 cost. 0

Outside share of FY 2026-2027 cost. 0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: Dundee PRWC AWS Receiving Station

**APPLICANT**

Agency Name: Town of Dundee

**CONTACT**

Name: Tracy Mercer

Title: Utilities/Special Projects Director

Email Address: [tmerc@townofdundee.com](mailto:tmerc@townofdundee.com)

Office Phone: 863.438.8330 ext. 242

Mobile Phone: 863.370.2996

**PROJECT INFORMATION**

Project Type (choose ☒ PRWC Receiving Facility  
the one that best describes the project: ☐ Drinking Water

☐ Wastewater

☐ Environmental  
Restoration

☐ Conservation

☐ Stormwater and  
Flood Control

How many project are you submitting for Heartland funding?

1

Is this project a PRWC receiving facility?

Yes

Project Description, this  
phase only.

**This project is necessary for PRWC regional AWS to be delivered to its members.** The construction of the interconnect will connect Dundee Hickory Water Plant to the PRWC Southeast Wellfield Pipeline Project. This phase of the project is include construction of the water line to the plant entrance, including installation of 750,000-gallon storage tank, high service pump, flow meter station, electrical building, chemical building plus feed lines, instrumentation and controls, necessary plumbing and related site improvements for the interconnect and the PRWC Pipeline. The benefits to the Town are enormous for an alternative water that will improve the drinking water quality and quantity when completed. Water Inter-Connect Upgrades. This Project will provide some reliability during times of maintenance, repairs, storms, and hurricanes as well as a backup alternate water supply to the water plant that will allow for blending since there is only one ground storage tank. The Southeast Wellfield Brackish Water Supply Project. The project was developed to protect the Upper Floridan Aquifer water resources and to defer costly alternative water supplies. The goal is to increase participation in conservation, expand the use of alternative sources of water supply and to reduce demands on the Upper Floridan Aquifer.

Other member  
governments if multi-  
jurisdictional:

PRWC

Estimated Completion Date:

12/30/2027



## PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

6,569,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

6,569,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

6,369,000

Applicant's share of FY 2026-2027 cost.

200,000

Outside share of FY 2026-2027 cost.

0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Auburndale AWS Receiving Station

#### APPLICANT

Agency Name: City of Auburndale

#### CONTACT

Name: Bryan Martin

Title: Assistant Director of Water-Wastewater Engineering

Email Address: [bmartin@dccm.com](mailto:bmartin@dccm.com)

Office Phone: 407-559-3358

Mobile Phone:

### PROJECT INFORMATION

Project Type (choose one that best describes the project:

- ☒ PRWC Receiving Facility  
☐ Drinking Water

- ☐ Wastewater  
☐ Environmental Restoration

- ☐ Conservation  
☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding?

2

Is this project a PRWC receiving facility?

Yes

Project Description, this phase only.

Design and construction of 4,800 LF of 12" PVC water main from future PRWC pump booster pump station near intersection of E. Derby Ave & Jersey Road to City of Auburndale water main at the intersection of Oak & Derby. The project also includes a flow meter and isolation valve at the PRWC BPS Facility.

Benefits, purpose, goals.

The goal of this project is to utilize the brackish, Lower Floridan Aquifer (LFA) in Southeast Polk County as a "non-traditional" water supply. The PRWC's Southeast Wellfield is a permitted supply, and after treatment via reverse osmosis, will ultimately deliver up to 15.0 million gallons per day (MGD) of high-quality drinking water to the member governments. This project is for the City of Auburndale's receiving facility, which will need to be online by 2028, when water production is anticipated to begin.

Estimated Completion Date:

6/30/2027

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost.

Outside share of FY 2026-2027 cost.

0

200000





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: PRWC Receiving Facility - Green Acres WPF

**APPLICANT**

Agency Name: City of Eagle Lake

**CONTACT**

Name: Tom Ernharth Title: City Manager

Email Address: [ternharth@eaglelakefl.gov](mailto:ternharth@eaglelakefl.gov)

Office Phone: 863.293.4141 Mobile Phone:

**PROJECT INFORMATION**

Project Type (choose ☒ PRWC Receiving Facility ☐ Wastewater ☐ Conservation  
the one that best describes the project: ☐ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 4

Is this project a PRWC receiving facility? Yes

Project Description, this phase only.

This project involves Phase 2 improvements to the City of Eagle Lake's Green Acres Water Production Facility to enable the facility to use provide redundant alternative water supply.Improvements at the facility are necessary to allow it to properly function as a receiving station where the Polk Regional Water Cooperative supplied water will be treated and blended with the existing Upper Floridan Aquifer well water.

Other member governments if multi-jurisdictional:

PRWC

Estimated Completion Date: 12/1/2027

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). 6,900,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 500,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 500,000

Applicant's share of FY 2026-2027 cost. 0

Outside share of FY 2026-2027 cost. 0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: Green Acres Water Production Facility Improvements Phase 1

**APPLICANT**

Agency Name: City of Eagle Lake

**CONTACT**

Name: Tom Ernharth Title: City Manager

Email Address: [ternharth@eaglelakefl.gov](mailto:ternharth@eaglelakefl.gov)

Office Phone: 863.293.4141 Mobile Phone:

**PROJECT INFORMATION**

Project Type (choose ☐ PRWC Receiving Facility ☐ Wastewater ☐ Conservation  
the one that best describes the project: ☒ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 4

Is this project a PRWC receiving facility? No

Project Description, this phase only.

This project involves rehabilitation of the City of Eagle Lake's Green Acres Water Production Facility, which is an aging facility with multiple components that are nearing or past their useful life. The Green Acres WPF is the facility which will be used as the PRWC receiving facility once PRWC water supplies are available. The current infrastructure is undersized to allow the facility to reliably produce potable and fire protection supplies at needed quantities. The purpose of the proposed Green Acres Water Production Facility Improvements Phase 1 Project is to add additional capacity, reliability, redundancy, and efficiency to the Green Acres WPF and the City's water production capabilities as a whole.

Other member governments if multi-jurisdictional:

PRWC

Estimated Completion Date: 12/1/2027

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). 15,875,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 750,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 750,000

Applicant's share of FY 2026-2027 cost. 0

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

Project Name:

Agency Name:

Name:

Title:

Email Address:

Office Phone:

Mobile Phone:

Project Type (choose ☐ PRWC Receiving Facility  
the one that best describes the project: ☒ Drinking Water

☐ Wastewater  
☐ Environmental  
Restoration

☐ Conservation  
☐ Stormwater and  
Flood Control

How many project are you submitting for Heartland funding?

4

Is this project a PRWC receiving facility?

No

Project Description, this  
phase only.

This project involves rehabilitation of the City of Eagle Lake's Water Production Facility No. 1, which is an aging facility with multiple components that are nearing or past their useful life and is also undersized to allow the facility to reliably produce potable and fire protection supplies at needed quantities. The purpose of the proposed WPF No. 1 Improvements Project is to add additional capacity, reliability, redundancy, and efficiency to Water Production Facility No. 1 and the City's water production capabilities as a whole.

Other member  
governments if multi-  
jurisdictional:

Estimated Completion Date:

12/1/2027

Total estimated project cost (includes capital, construction,  
land acquisition, planning, permitting, design costs).

9,828,000

Portion of total project cost which occurs from July 1, 2026 -  
June 30, 2027 (FY 2026); must add up to the total of the  
following three questions.

750,000

Portion of FY 2026 cost requested from State Legislature, July 1,  
2026 - June 30, 2027

750,000

Applicant's share of FY 2026-2027 cost.

0

Outside share of FY 2026-2027 cost.

0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: Emergency Generators for 14 Wastewater Lift Stations

**APPLICANT**

Agency Name: City of Eagle Lake

**CONTACT**

Name: Tom Ernharth

Title: City Manager

Email Address: [ternharth@eaglelakefl.gov](mailto:ternharth@eaglelakefl.gov)

Office Phone: 863.293.4141

Mobile Phone:

**PROJECT INFORMATION**

Project Type (choose ☐ PRWC Receiving Facility  
the one that best describes the project: ☐ Drinking Water

☒ Wastewater  
☐ Environmental  
Restoration

☐ Conservation  
☐ Stormwater and  
Flood Control

How many project are you submitting for Heartland funding?

4

Is this project a PRWC receiving facility?

No

Project Description, this  
phase only.

This project involves installation of new generators for backup power during power outages at 14 City of Eagle Lake wastewater lift stations, which currently do not have backup power capabilities. The project will help prevent sanitary sewer overflows during power outages including storm events.

Other member  
governments if multi-  
jurisdictional:

Estimated Completion Date:

12/1/2027

Total estimated project cost (includes capital, construction,  
land acquisition, planning, permitting, design costs).

3,000,000

Portion of total project cost which occurs from July 1, 2026 -  
June 30, 2027 (FY 2026); must add up to the total of the  
following three questions.

300,000

Portion of FY 2026 cost requested from State Legislature, July 1,  
2026 - June 30, 2027

300,000

Applicant's share of FY 2026-2027 cost.

0

Outside share of FY 2026-2027 cost.

0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

Project Name:

Agency Name:

Name:

Title:

Email Address:

Office Phone:

Mobile Phone:

Project Type (please  
choose the one that  
best describes the  
project:

☐ Drinking Water

☐ Stormwater and Flood Control



Wastewater



Environmental Restoration



Conservation

How many project are you submitting for Heartland funding?

1

Is this project a PRWC receiving facility?

Yes

Project Description:  
Purpose, benefits,  
capacity, elements  
included in cost.

The improvements will modernize outdated equipment and controls, add a new offsite potable water supply well to provide redundancy, and prepare the Town to accept an alternate water supply from the Polk Regional Water Cooperative (PRWC) when their Alternative Water Supply (AWS) comes online in 2028. These upgrades are essential for meeting growing demand, ensuring backup reliability, and complying with evolving federal, state, and local regulations.

Other member  
governments if a multi-  
jurisdictional project:

Estimated Completion Date:

8/6/2026

PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost.

Outside share of FY 2026-2027 cost.

0

\$12,000,000





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Winter Haven Pollard Rd Water Production Facility- PRWC, AWS Receiving Facility

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (choose ☒ PRWC Receiving Facility ☐ Wastewater ☐ Conservation  
the one that best describes the project: ☐ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? Yes

Project Description, this phase only. The City of Winter Haven will receive Auburndale's and Lake Alfred's AWS allocations at the Pollard Road Water Production Facility where it will be treated to potable standards and "wheeled" to the

Benefits, purpose, goals. This project is necessary for Auburndale to receive water from PRWC. Winter Haven will wheel PRWC water from its Pollard Road Water Production Facility to Auburndale's and Lake Alfred's AWS facilities.

Estimated Completion Date: 10/1/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). 4,000,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 1,500,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 750,000

Applicant's share of FY 2026-2027 cost. 0

Outside share of FY 2026-2027 cost. 750,000





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: PRWC Receiving Facility, Auburndale, Winter Haven Transmission Main Extension

**APPLICANT**

Agency Name: City of Winter Haven

**CONTACT**

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

**PROJECT INFORMATION**

Project Type (choose ☒ PRWC Receiving Facility ☐ Wastewater ☐ Conservation  
the one that best describes the project: ☐ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? Yes

Project Description, this phase only. This project is necessary to deliver PRWC AWS to member facilities. This project involves the extension of the Winter Haven transmission main to wheel PRWC AWS water through the City of Winter Haven and reduce the cost for the PRWC transmission main extension to Auburndale. The City of Winter Haven must extend its existing water transmission main approximately 2,200 feet to the proposed site in order for Auburndale to receive PRWC alternative water supplies. This site is identified by PRWC as parcel 25-28-12-000000-044030 on Derby Avenue East, Auburndale.

Benefits, purpose, goals. The City of Winter Haven will receive Auburndale's AWS allocation at the Pollard Road Water Production Facility, where it will be treated to potable standards and "wheeled" to Auburndale through Winter Haven's water transmission mains.

Estimated Completion Date: 10/1/2028

**PROJECT COST INFORMATION**

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost. 0

Outside share of FY 2026-2027 cost. 75,000





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Pollard Road & Cypresswood Water Production Facilities

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):  
☒ Drinking Water ☐ Wastewater ☐ Conservation  
☐ Stormwater and Flood Control ☐ Environmental Restoration

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? Yes

Project Description: Purpose, benefits, capacity, elements included in cost.

Winter Haven is prioritizing repairs, upgrades, and expansion to provide quality water service. Two major new facilities are planned:  
1. Cypresswood Water Production Facility (WPF) Improvements: This project will provide a new replacement water treatment facility and production wells in the easterly service area. This allows for the decommissioning of two existing water plants that have reached the end of their useful life, ensuring a reliable and quality potable water supply.  
2. Pollard Road WPF: This facility, located in the southern service area west of the proposed Water Resource Facility, will provide a new water treatment facility and wells to support the Winter Haven Intermodal Logistics Center (ILC) and future development. It is designed to include the Polk Regional Water Cooperative (PRWC) receiving facility point. This addition provides regional resilience and long-term water supply (2.44 MGD total) to Lake Alfred (0.92 MGD) and Auburndale (1.52 MGD). Construction of the plant is anticipated to start in January 2026.

Other member governments if a multi-jurisdictional project:

Estimated Completion Date: 11/30/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost. 5,000,000

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Water Resource Facility at Pollard Road

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (choose the one that best describes the project):  
☐ PRWC Receiving Facility ☒ Wastewater ☐ Conservation  
☐ Drinking Water ☐ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? Yes

Project Description, this phase only.  
The Sapphire Necklace is a complex system of connected, restored wetlands, rapid infiltration basins, and injection wells forming part of a comprehensive One Water initiative. The flagship project is the Water Resource Facility (WRF) at Pollard Road.  
The WRF will treat sewage and stormwater to produce advanced wastewater treatment (AWT) reclaimed water. This initiative's primary goals are to achieve regional resiliency in the Peace River Basin and promote aquifer recharge. By providing an alternative water supply (AWS) for groundwater recharge, the project reduces nutrients and pollution in the Basin and mitigates stress on the Floridan Aquifer

Other member governments if multi-jurisdictional:

Estimated Completion Date: 9/30/2029

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). 172,950,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 13,150,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 3,287,500

Applicant's share of FY 2026-2027 cost. 9,862,500

Outside share of FY 2026-2027 cost. 0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: Logistics Parkway Storm Water Reclamation

**APPLICANT**

Agency Name: City of Winter Haven

**CONTACT**

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

**PROJECT INFORMATION**

Project Type (choose the one that best describes the project):  
☐ PRWC Receiving Facility  
☐ Drinking Water  
☐ Wastewater  
☐ Environmental Restoration  
☐ Conservation  
☒ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description, this phase only.  
The Sapphire Necklace is a comprehensive One Water initiative centered on the Water Resource Facility (WRF) at Pollard Road (located near Wastewater Treatment Facility #3) to achieve regional resiliency. The facility harvests and treats sewage and stormwater to produce advanced wastewater treatment (AWT) reclaimed water. The primary goal of this system, which utilizes aquifer recharge wells and wetland restoration storage, is to promote aquifer recharge by providing an alternative water supply. This initiative reduces pollution and mitigates stress on the Floridan Aquifer.

Other member governments if a multi-jurisdictional project: None

Estimated Completion Date: 9/30/2028

**PROJECT COST INFORMATION**

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs).

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost. 225,000

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name:	MAR/ASR Wellfield at Bradco		
APPLICANT			
Agency Name:	City of Winter Haven		
CONTACT			
Name:	Mark Bombard	Title:	Water Department, Assistant Director
Email Address:	mbombard@mywinterhaven.com		
Office Phone:	863-291-5351	Mobile Phone:	863-837-9726

### PROJECT INFORMATION

Project Type (please choose the **one** that best describes the project):

<input checked="" type="checkbox"/> Drinking Water	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Conservation
<input type="checkbox"/> Stormwater and Flood Control	<input type="checkbox"/> Environmental Restoration	

How many project are you submitting for Heartland funding?	13
Is this project a <u>PRWC receiving facility</u> ?	No

Project Description: Purpose, benefits, capacity, elements included in cost.

The managed aquifer recharge (MAR) and/or the aquifer storage and recovery (ASR) wellfield will improve Winter Haven's water supply by storing reclaimed water and stormwater, recharging the Floridan Aquifer, and improving water quality. This project will supply water to the MAR / ASR wellfield. The system will recharge the aquifer with a minimum of 1.5 MGD of reclaimed water, which will mitigate future Upper Floridan Aquifer (UFA) withdrawals. By integrating this reclaimed water into the City's public water supply, the project ensures a sustainable source of potable water. This reduces the dependency and consumption of traditional groundwater sources. Utilizing the aquifer for storage bypasses the need for large tracts of land dedicated to above ground storage. Aquifer storage also reduces the potential for downstream flooding during heavy rainfall and storm events. This project aligns with the City's Water Resource Sustainability Plan and the One Water Master Plan by increasing water availability to the City and enhancing natural system protection through the recharge of the surficial aquifer and local lakes. The project supports overall water supply resilience as well as promoting the recycling of reclaimed water.

Other member governments if multi-jurisdictional:

Estimated Completion Date:	10/31/2026
----------------------------	------------

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost.

Outside share of FY 2026-2027 cost.

	2,500,000
	1,375,000





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: East Winter Haven Aquifer Recharge and Wetland Restoration at Bradco

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):  
☐ Drinking Water ☐ Wastewater ☐ Conservation  
☐ Stormwater and Flood Control ☒ Environmental Restoration

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description: Purpose, benefits, capacity, elements included in cost.

The Managed Aquifer Recharge (MAR) / Aquifer Storage and Recovery (ASR) wellfield project improves Winter Haven's water supply and quality by storing reclaimed water/stormwater and recharging the Floridan Aquifer. Supplying the wellfield, the system recharges the aquifer with a minimum of 1.5 MGD of reclaimed water, which mitigates future Upper Floridan Aquifer (UFA) withdrawals and ensures a sustainable potable water source, reducing reliance on traditional groundwater. Utilizing the aquifer for storage bypasses the need for large surface land tracts and reduces potential downstream flooding during storms. The project supports overall water supply resilience by increasing water availability and enhancing natural system protection, aligning with the City's Water Resource Sustainability and One Water Master Plans.

Other member governments if a multi-jurisdictional project:

Estimated Completion Date:

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

50,149,600

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

50,149,600

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

25,074,800

Applicant's share of FY 2026-2027 cost.

18,699,800

Outside share of FY 2026-2027 cost.

6,375,000





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name:	North Winter Haven Aquifer Recharge Project		
APPLICANT			
Agency Name:	City of Winter Haven		
CONTACT			
Name:	Mark Bombard	Title:	Water Department, Assistant Director
Email Address:	<a href="mailto:mbombard@mywinterhaven.com">mbombard@mywinterhaven.com</a>		

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):

<input type="checkbox"/> Drinking Water	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Conservation
<input type="checkbox"/> Stormwater and Flood Control	<input checked="" type="checkbox"/> Environmental Restoration	

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description: Purpose, benefits, capacity, elements included in cost.

Utilizing reuse water for aquifer recharge is a proven method to enhance aquifer levels in hydrologically stressed regions. Recharging the aquifer in this location would benefit a 9 county region that relies on the Upper Floridan Aquifer, as well as bolstering lake levels and river flows in the Southern Water Use Caution Area. The Northern Winter Haven Aquifer Recharge Feasibility Evaluation is a site-specific feasibility investigation to estimate the anticipated recharge capacity for the area around the City's Rolling Hills Cemetery and the Northwest area of Lake Lucerne. The purpose of this Project is to perform site-specific field geotechnical investigations and ground water flow modeling to estimate the potential sustainable land application recharge capacity for reuse water that could be achieved. Recharge of the Upper Floridan Aquifer that may be achieved from such projects would aim to improve groundwater levels in the watershed, improve lake levels for the Northern Winter Haven Chain of Lakes, and potentially generate a water supply benefit for the City and other regional users.

Other member governments if a multi-jurisdictional project:

No

Estimated Completion Date: 6/30/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

3,300,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

1,200,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

600,000

Applicant's share of FY 2026-2027 cost.

600,000

Outside share of FY 2026-2027 cost.

0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Direct Potable Recharge (DPR) Mobile Pilot

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (choose ☐ PRWC Receiving Facility ☐ Wastewater ☐ Conservation  
the one that best describes the project: ☒ Drinking Water ☐ Environmental ☐ Stormwater and  
Restoration Flood Control

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description, this phase only.

Utilizing reuse water for aquifer recharge enhances aquifer levels in hydrologically stressed regions. This benefits the 9-county area reliant on the Upper Floridan Aquifer (UFA) and bolsters lake levels and river flows in the Southern Water Use Caution Area.  
The Northern Winter Haven Aquifer Recharge Feasibility Evaluation is a site-specific investigation estimating the potential sustainable land application recharge capacity for reuse water near the Rolling Hills Cemetery and Lake Lucerne. Using field geotechnical investigations and groundwater flow modeling, the project aims to improve groundwater levels, boost lake levels for the Northern Winter Haven Chain of Lakes, and potentially generate a water supply benefit for the City and other regional users.

Other member governments if a multi-jurisdictional project:

SWFWMD assisted in the funding of the feasibility study through the Q200 grant agreement. Completed on May 14, 2024, the study indicated that DPR is an essential component to future water supplies.

Estimated Completion Date: 9/30/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). 2,700,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 550,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 275,000

Applicant's share of FY 2026-2027 cost. 275,000

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: AWS (reclaim) Transmission Main Extensions/Connections

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):  
☐ Drinking Water ☐ Wastewater ☒ Conservation  
☐ Stormwater and Flood Control ☐ Environmental Restoration

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description: Purpose, benefits, capacity, elements included in cost.

Winter Haven, located at the Peace River headwaters, is executing the multi-decade, proactive One Water Master Plan to sustain its natural systems and water resources through recapturing, reclaiming, recharging, and reusing water. Flagship projects, including Reclaim Transmission Main Extensions, connect to the planned 12.0 MGD Water Resource Facility (WRF). This initiative aligns with Comprehensive Plan goals: ensuring adequate water resources (Goal #1); reducing potable water used for irrigation by a minimum of ten percent by 2035 (Goal #2); and reducing water usage impact on natural systems and groundwater withdrawals (Goal #3). The extended reclaimed water transmission loop is critical for expanding distribution, complying with SB 64, supporting the future Sapphire Necklace program, and transporting the full 12 MGD capacity of the WRF. Objective 2.1: By 2035, the City shall work towards reducing the amount of potable water used for irrigation by a minimum of ten percent (10%) as compared to 2020 usage levels. Goal #3: Reduce the impact of water usage on natural systems including lakes, rivers, wetlands and ground water systems. Objective 3.1: Reduce to the greatest extent possible the effects of groundwater withdrawals on natural systems. This reclaimed water transmission loop project will continue to expand the distribution of reclaimed water. Reclaimed water transmission is a critical function in order to comply with the requirements of SB 64. In addition, the future Sapphire Necklace program will be able to distribute the reclaimed water from this system at a much larger capacity. This line is being installed to be able to distribute the existing flow rate required from Wastewater Treatment Plant #3 (WWTP #3). Once the Water Resource Facility is completely constructed, which is planned to have a flow rate of 12 MGD, this loop will be able to transport the entirety of the 12 MGD flow.

Other member governments if a multi-jurisdictional project:

No

Estimated Completion Date: 6/30/2027

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS. 15,000,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 8,684,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 3,907,800

Applicant's share of FY 2026-2027 cost. 4,776,200

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Septic to Sewer

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):  
☐ Drinking Water ☒ Wastewater ☐ Conservation  
☐ Stormwater and Flood Control ☐ Environmental Restoration

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description: Purpose, benefits, capacity, elements included in cost.

The Inwood septic-to-sewer conversion is a high-priority project for the City, focusing on the disadvantaged community of Inwood (pop. 7,031; MHI \$34,815). The project is critical because the area's aging and failing septic systems (median installation 1959) and inadequate soils pose a significant public health risk and threaten nearby nutrient-impaired surface water bodies (including Lakes Cannon, Jessie, and Howard). Converting this highly susceptible decentralized system to the central collection system will eliminate failure risks, improve discharge management, and ultimately enhance the resiliency of the City's wastewater infrastructure

Other member governments if a multi-jurisdictional project:

No

Estimated Completion Date: 7/1/2029

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost. 465,000

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Lake Idyl Nutrient Reduction and Stormwater Reuse Feasibility Study and Design

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Dustin Everitt Title: Natural Resources Manager

Email Address: [deveritt@mywinterhaven.com](mailto:deveritt@mywinterhaven.com)

Office Phone: 863-291-5881 Mobile Phone: 863-500-0366

### PROJECT INFORMATION

Project Type (choose the one that best describes the project): ☐ PRWC Receiving Facility ☐ Wastewater ☐ Conservation ☐ Drinking Water ☒ Environmental Restoration ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description, this phase only.

The purpose of this project is to develop several shovel ready projects that can be conducted to reduce nutrients and improve water quality in Lake Idyl. Downstream flow from Lake Idyl reaches the Peace River, so future projects conducted here have the possibility of having positive downstream effects. Lake Idyl is an NNC impaired lake in northeast Winter Haven. City Staff created an alternative restoration plan (4e plan) that was approved by the Florida Department of Environmental Protection in 2024. The purpose of this project is to perform a feasibility study to determine what nutrient reduction projects may positively impact the lake, including the examination/design of using existing stormwater infrastructure to implement stormwater reuse - reducing nutrient discharge to the lake. The goal of this project is to produce several shovel ready options for future nutrient reduction projects at Lake Idyl.

Other member governments if a multi-jurisdictional project:

Estimated Completion Date: 12/31/2026

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). 200,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 200,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 100,000

Applicant's share of FY 2026-2027 cost. 100,000

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: Asbestos Cement Water Main Replacement (Septic to Sewer)

#### APPLICANT

Agency Name: City of Winter Haven

#### CONTACT

Name: Mark Bombard Title: Water Department, Assistant Director

Email Address: mbombard@mywinterhaven.com

Office Phone: 863-291-5351 Mobile Phone: 863-837-9726

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):  
☒ Drinking Water ☐ Wastewater ☐ Conservation  
☐ Stormwater and Flood Control ☐ Environmental Restoration

How many project are you submitting for Heartland funding? 13

Is this project a PRWC receiving facility? No

Project Description: Purpose, benefits, capacity, elements included in cost.

The City's Septic to Sewer Master Plan (completed Jan 2021) prioritized remediation areas using specific criteria, including the presence of Asbestos Cement (AC) water mains. Utilizing a "one dig" approach, the City integrates AC water main replacement with the septic-to-sewer program for cost efficiency. AC water mains (approx. 50 miles of 6" pipe system-wide), widely used until the late 1970s, are degrading from age, soil, and internal corrosion, posing contamination threats via asbestos fibers. By combining projects, the City proactively replaces these outdated, end-of-life mains with 8" C900 Polyvinyl Chloride pipe, which also increases fire protection and reduces resident inconvenience. The initial remediation area, Remediation Area 6 (southeastern Lake Hartridge), will remove 119 septic tanks and replace 6,822 feet of 6" AC water main. Construction is scheduled to begin in January 2026

Other member governments if a multi-jurisdictional project:

No

Estimated Completion Date: 9/30/2028

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost.

700,000

Outside share of FY 2026-2027 cost.

0





Polk Regional Water Cooperative  
FY 2026 Water Project Form

**BASIC INFORMATION**

Project Name: ERUSA PRWC AWS Receiving Facility

**APPLICANT**

Agency Name: Polk County Utilities Division, Polk County BoCC

**CONTACT**

Name: James Tully Title: CIP Manager

Email Address: JamesTully@polk-county.net

Office Phone: 863-298-4238 Mobile Phone: 863-344-1848

**PROJECT INFORMATION**

Project Type (choose ☒ PRWC Receiving Facility ☐ Wastewater ☐ Conservation  
the one that best describes the project: ☐ Drinking Water ☐ Environmental ☐ Stormwater and  
Restoration Flood Control

How many project are you submitting for Heartland funding? 3

Is this project a PRWC receiving facility? No

Project Description, this phase only.

Project is required to receive alternative water supply (AWS) from the PRWC's Southeast Wellfield Project for the County's East Regional Utility Service Area (ERUSA). The Project consists of a meter/regulating station, 1 MG ground storage tank, chemical feed facilities, high service pumping, standby power, and related site improvements. Project will reduce reliance on the upper Floridan aquifer for public supply consistent with the CFWI Regional Water Supply Plan.

Benefits, purpose, goals.

The CFWI has developed a unified Regional Water Supply Plan (RWSP) for Central Florida which will ensure protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The PRWC's Southeast Wellfield Project has been identified as part of the RWSP, and this is a local project that supports these regional efforts.

Estimated Completion Date: 12/31/2027

**PROJECT COST INFORMATION**

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS. \$ 3,943,875

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. \$ 2,157,500

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 \$ 1,078,750

Applicant's share of FY 2026-2027 cost. \$ 1,078,750

Outside share of FY 2026-2027 cost. \$ -





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: CRUSA PRWC AWS Receiving Facility

#### APPLICANT

Agency Name: Polk County Utilities Division, Polk County BoCC

#### CONTACT

Name: James Tully Title: CIP Manager

Email Address: [JamesTully@polk-county.net](mailto:JamesTully@polk-county.net)

Office Phone: 863-298-4238 Mobile Phone: 863-344-1848

### PROJECT INFORMATION

Project Type (choose ☒ PRWC Receiving Facility the one that best describes the project: ☐ Drinking Water ☐ Wastewater ☐ Environmental Restoration ☐ Conservation ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding? 3

Is this project a PRWC receiving facility? No

Project Description, this phase only. Project is required to receive alternative water supply (AWS) from the PRWC's Southeast Wellfield Project for the County's Central Regional Utility Service Area (CRUSA). The Project consists of a meter/regulating station and associated yard piping for delivery of AWS to an existing 1.0 MG ground storage tank. Project will reduce reliance on the upper Floridan aquifer for public supply consistent with the CFWI Regional Water Supply Plan.

Benefits, purpose, goals. The CFWI has developed a unified Regional Water Supply Plan (RWSP) for Central Florida which will ensure protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The PRWC's Southeast Wellfield Project has been identified as part of the RWSP, and this is a local project that supports these regional efforts.

Estimated Completion Date: 12/31/2027

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS. \$ 1,068,875

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. \$ 372,500

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 \$ 186,250

Applicant's share of FY 2026-2027 cost. \$ 186,250

Outside share of FY 2026-2027 cost. \$ -





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name:

#### APPLICANT

Agency Name:

#### CONTACT

Name:  Title:

Email Address:

Office Phone:  Mobile Phone:

### PROJECT INFORMATION

Project Type (choose ☒ PRWC Receiving Facility the one that best describes the project: ☐ Drinking Water ☐ Wastewater ☐ Environmental Restoration ☐ Conservation ☐ Stormwater and Flood Control

How many project are you submitting for Heartland funding?

Is this project a PRWC receiving facility?

Project Description, this phase only.

Project is required to receive alternative water supply (AWS) from the PRWC's Southeast Wellfield Project for the County's Northeast Regional Utility Service Area (NERUSA). The Project consists of a meter/regulating station, 1 MG ground storage tank, chemical feed facilities, high service pumping, standby power, and related site improvements. Project will reduce reliance on the upper Floridan aquifer for public supply consistent with the CFWI Regional Water Supply Plan.

Benefits, purpose, goals.

The CFWI has developed a unified Regional Water Supply Plan (RWSP) for Central Florida which will ensure protection of water resources and related natural systems and identify sustainable water supplies for all water uses in the coordination area through 2040. The PRWC's Southeast Wellfield Project has been identified as part of the RWSP, and this is a local project that supports these regional efforts.

Estimated Completion Date:

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS.

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions.

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027

Applicant's share of FY 2026-2027 cost.

Outside share of FY 2026-2027 cost.





# Polk Regional Water Cooperative FY 2026 Water Project Form

## BASIC INFORMATION

Project Name: Haines City PRWC AWS Receiving Facility

### APPLICANT

Agency Name: City of Haines City

### CONTACT

Name: James Keene Title: Public Services Administrator

Email Address: james.keene@hainescity.com

Office Phone: Mobile Phone: 863-514-3470

## PROJECT INFORMATION

Project Type (choose ☒ the one that best describes the project:

<input checked="" type="checkbox"/> PRWC Receiving Facility	<input type="checkbox"/> Wastewater	<input type="checkbox"/> Conservation
<input type="checkbox"/> Drinking Water	<input type="checkbox"/> Environmental Restoration	<input type="checkbox"/> Stormwater and Flood Control

How many project are you submitting for Heartland funding? 1

Is this project a PRWC receiving facility? Yes

Project Description, this phase only. Construction of a ground storage tank, chemical feed system, high service pump station, standby power system, instrumentation and controls, yard piping and related improvements

Benefits, purpose, goals. The goal of this project is to utilize the brackish, Lower Floridan Aquifer (LFA) in Southeast Polk County as a "non-traditional" water supply. The PRWC's Southeast Wellfield is a permitted supply, and after treatment via reverse osmosis, will ultimately deliver up to 15.0 million gallons per day (MGD) of high-quality drinking water. This project is for the City of Haines City's receiving facility.

Estimated Completion Date: 12/31/2026

## PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS. 7,100,000

Portion of total project cost which occurs from July 1, 2026 - June 30, 2027 (FY 2026); must add up to the total of the following three questions. 3,500,000

Portion of FY 2026 cost requested from State Legislature, July 1, 2026 - June 30, 2027 1,750,000

Applicant's share of FY 2026-2027 cost. 1,750,000

Outside share of FY 2026-2027 cost. 0





## Polk Regional Water Cooperative FY 2026 Water Project Form

### BASIC INFORMATION

Project Name: US Highway 27 North Water Main Looping

#### APPLICANT

Agency Name: City of Haines City

#### CONTACT

Name: James Keene Title: Deputy City Manager

Email Address: james.keene@hainescity.com

Office Phone: 863-421-9954 Mobile Phone: 863-514-3470

### PROJECT INFORMATION

Project Type (please choose the one that best describes the project):  
Drinking Water      Wastewater      ☒ Conservation  
Stormwater and Flood Control      Environmental Restoration

How many project are you submitting for Heartland funding? 2

Is this project a PRWC receiving facility? No

Project Description: Purpose, benefits, capacity, elements included in cost.  
The addition of approximately 7,100 LF of 16-inch water main on US Highway 27, from SR 544 to Kenny Blvd, will provide a water main looping system that will reduce water main flushing by 34,000,000 gallons per year.

Other member governments if a multi-jurisdictional project: N/A

Estimated Completion Date: 12/31/2026

### PROJECT COST INFORMATION

Total estimated project cost (includes capital, construction, land acquisition, planning, permitting, design costs). ALL YEARS. 3,800,000

Portion of total project cost which occurs from July 1, 2025 - June 30, 2026 (FY 2025); must add up to the total of the following three questions. 2,000,000

Portion of FY 2025 cost requested from State Legislature, July 1, 2025 - June 30, 2026 1,000,000

Applicant's share of FY 2025-2026 cost. 1,000,000

Outside share of FY 2025-2026 cost. 0



---

Agenda Item F.4.

11/19/2025

---

## **SUBJECT**

Member Demand Projections for January 2026 Business Plan (Information)

## **DESCRIPTION**

As the PRWC Alternative Water Supply (AWS) projects advance towards the water production stage, the PRWC continues to implement the annual Water Charge process set forth in the Implementation Agreement. As a part of this process, member demands and anticipated AWS project needs are updated. TeamOne has performed the 2025 update and will present that information to the Board of Directors.

To project the quantity of PRWC AWS needed, TeamOne added 2025 water use data collected from the member's public supply annual report(s) to the historical information collected in previous years. Member-estimated conservation and local AWS sources were also included in the projections. Between July and September 2025, TeamOne met with Project Participants to discuss these values along with anticipated growth in their public supply service area. During these meetings, the purpose and importance of the annual demand updates, including the Central Florida Water Initiative (CFWI) rules and potential reductions to their current permitted quantity, were discussed. Graphical results were presented to each member for their concurrence.

The practice of updating member demands is important because once water is produced, each member must notify the PRWC annually how much water they will need the following year by April of each year.

## **RECOMMENDATION**

This item is presented for the Board's information, and no action is required.

## **FISCAL IMPACT**

No fiscal impact.

## **CONTACT INFORMATION**

Robert Beltran





## Member Demand Projections

### Table of Contents

City of Bartow

City of Fort Meade

Town of Lake Hamilton

City of Winter Haven

City of Lake Wales

City of Lakeland Electric and

Water City of Davenport

City of Frostproof

Town of Dundee

City of Mulberry

NWRUSA

SWRUSA

CRUSA

SERUSA

NERUSA

City of Lake Alfred

City of Eagle Lake

City of Auburndale

ERUSA

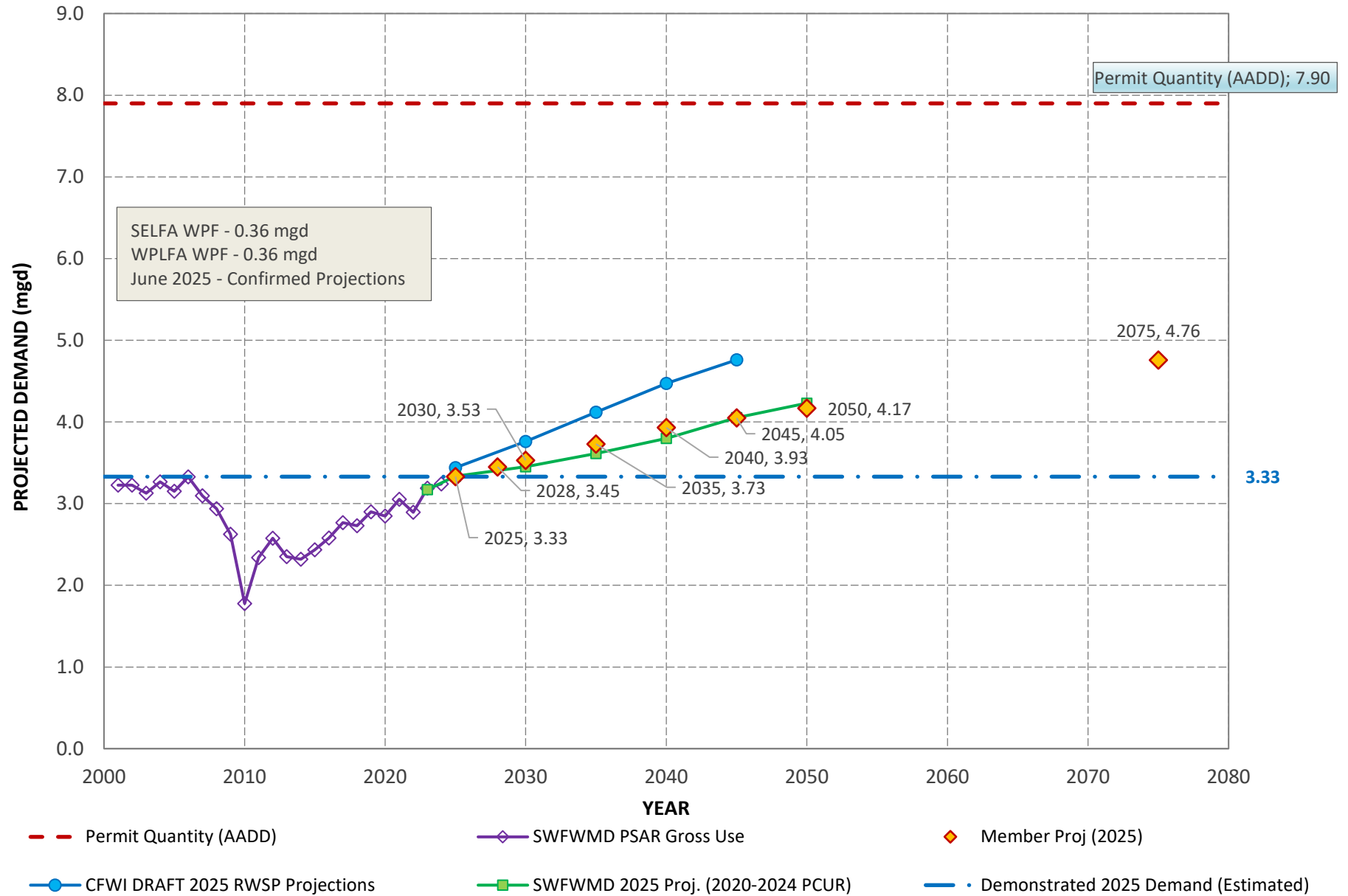
City of Polk City

City of Haines City

PRWC Projections



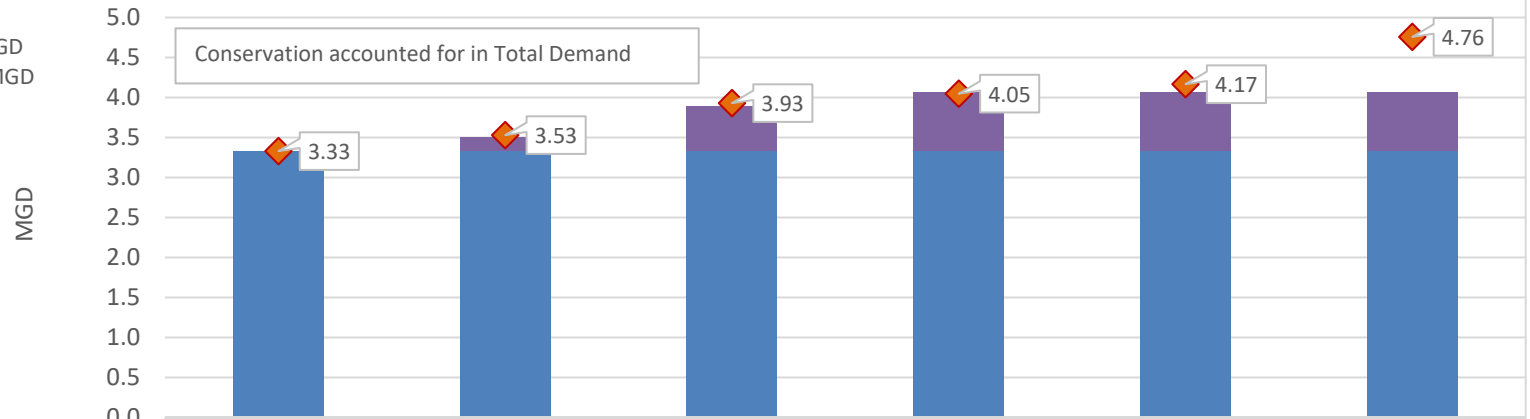
### 341\_CITY OF BARTOW (WUP Expires 2031)





### 341\_CITY OF BARTOW (WUP Expires 2031)

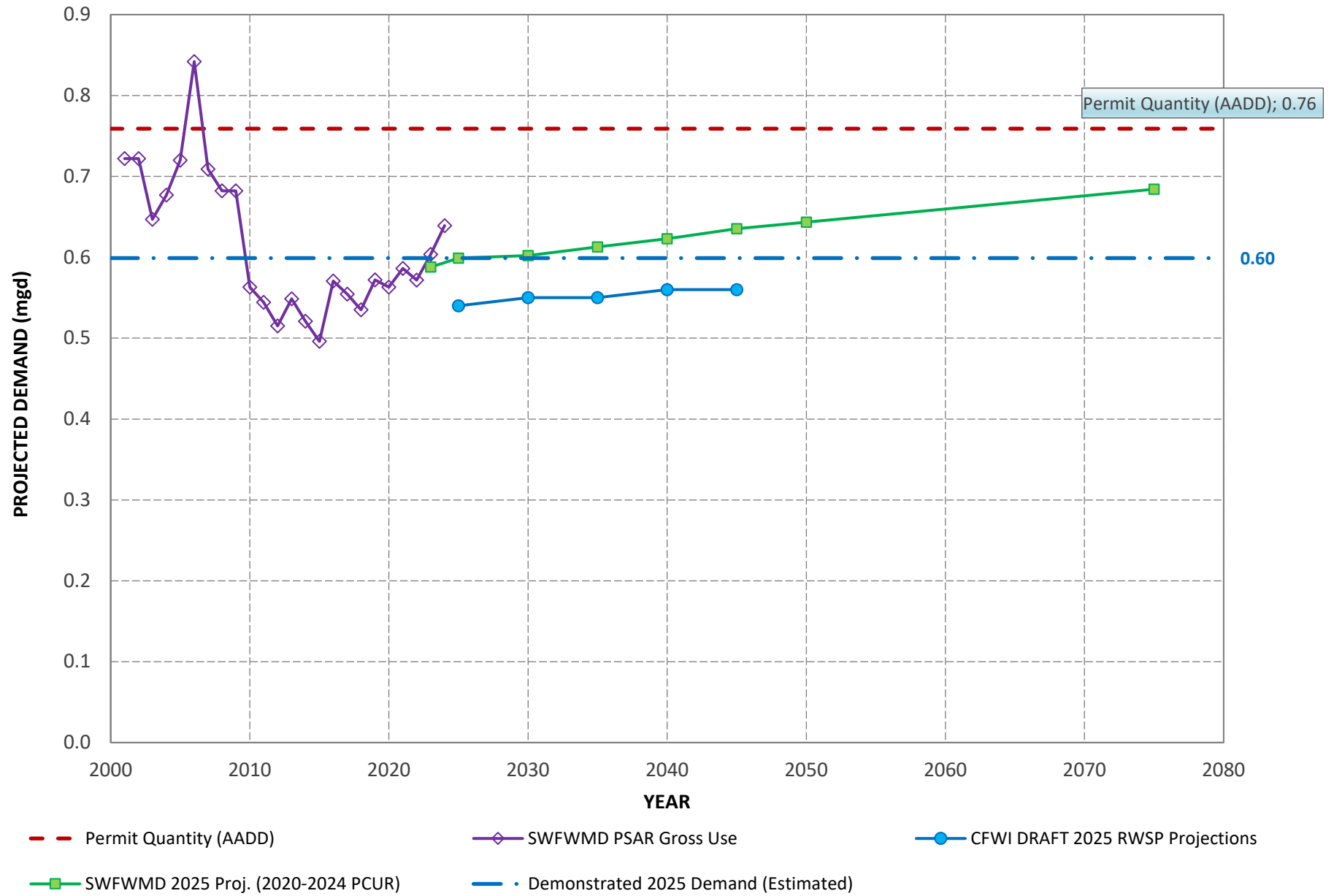
SE IA = 0.36 MGD  
WP IA = 0.36 MGD



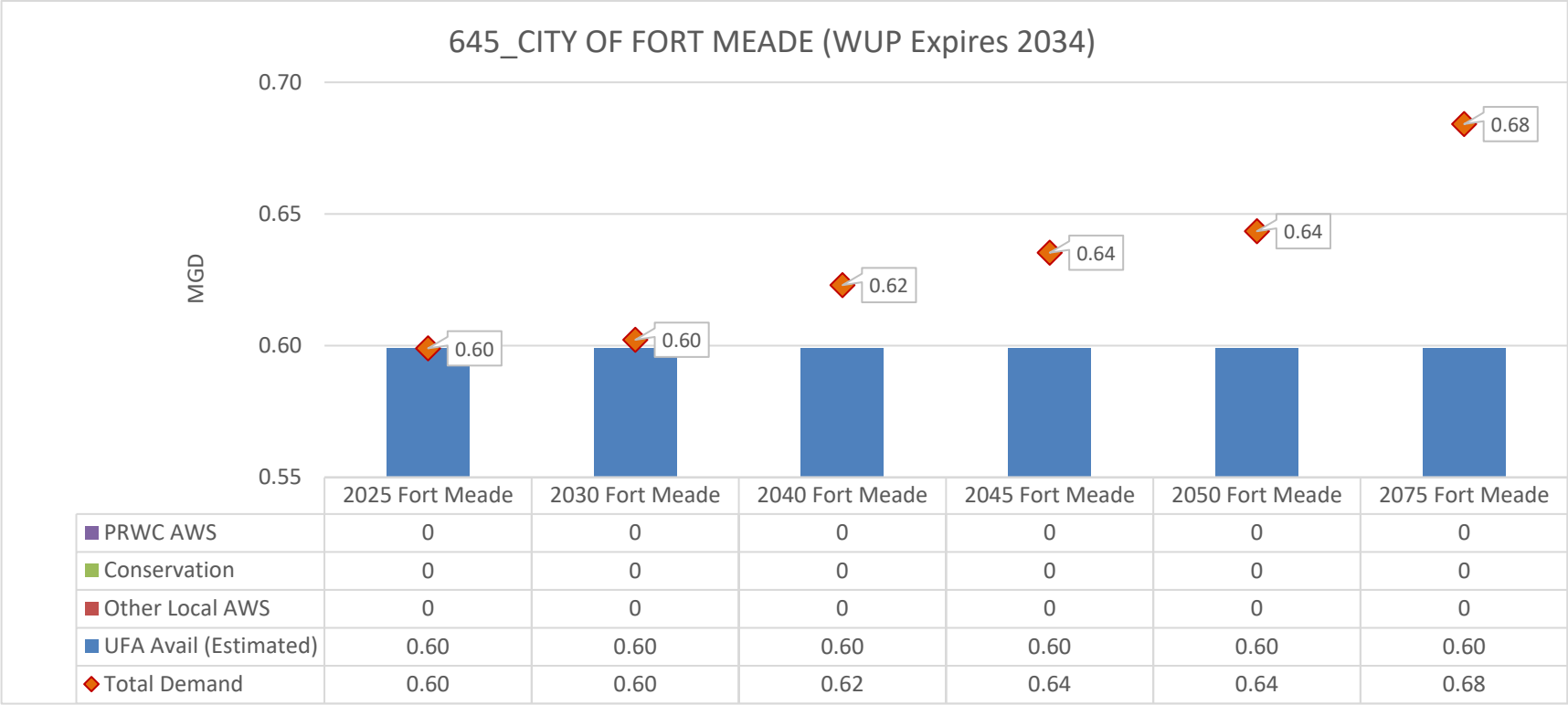
	2025 Bartow	2030 Bartow	2040 Bartow	2045 Bartow	2050 Bartow	2075 Bartow
PRWC AWS	0	0.17	0.56	0.73	0.73	0.73
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	3.33	3.33	3.33	3.33	3.33	3.33
Total Demand	3.33	3.53	3.93	4.05	4.17	4.76



# 645\_CITY OF FORT MEADE (WUP Expires 2034)

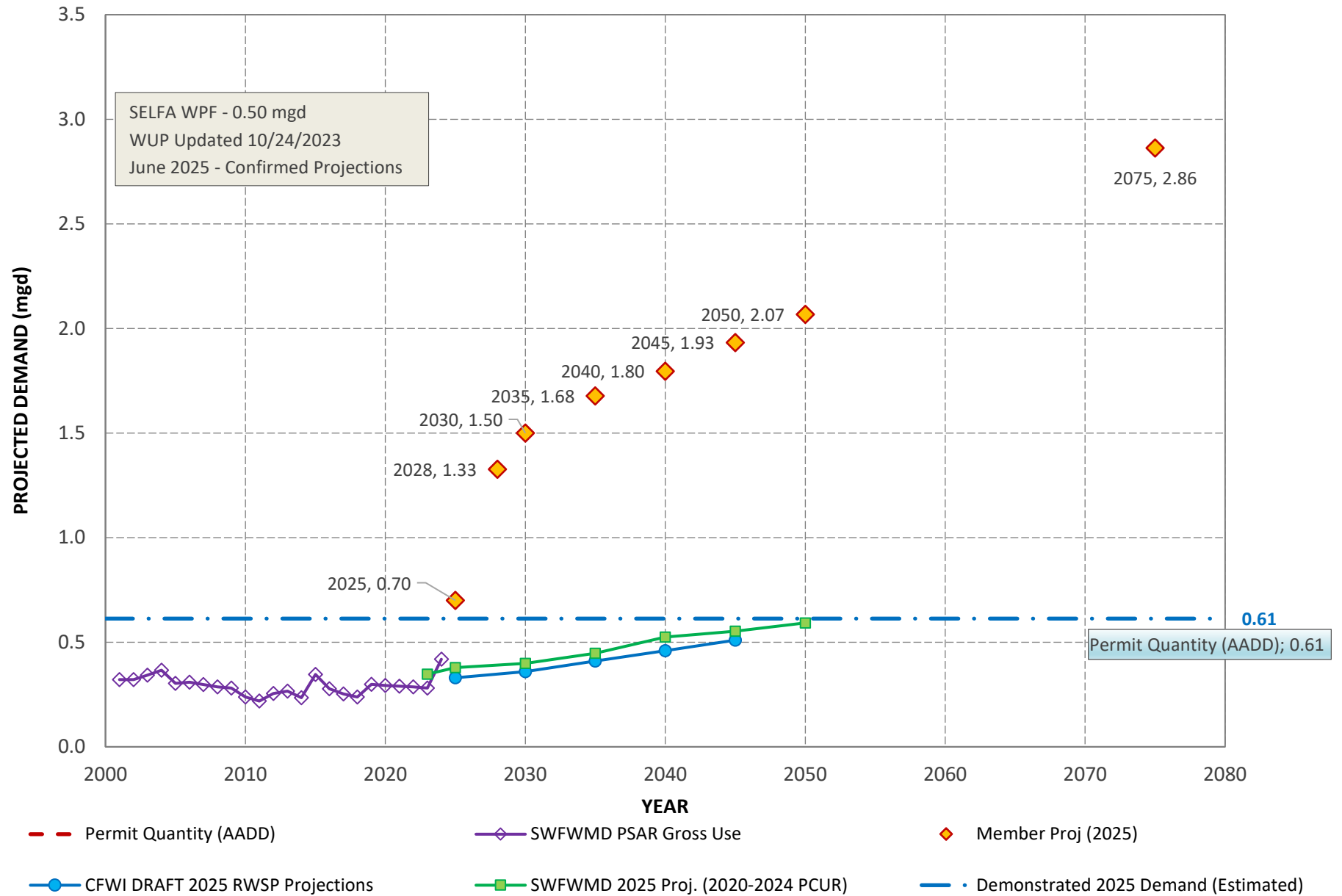








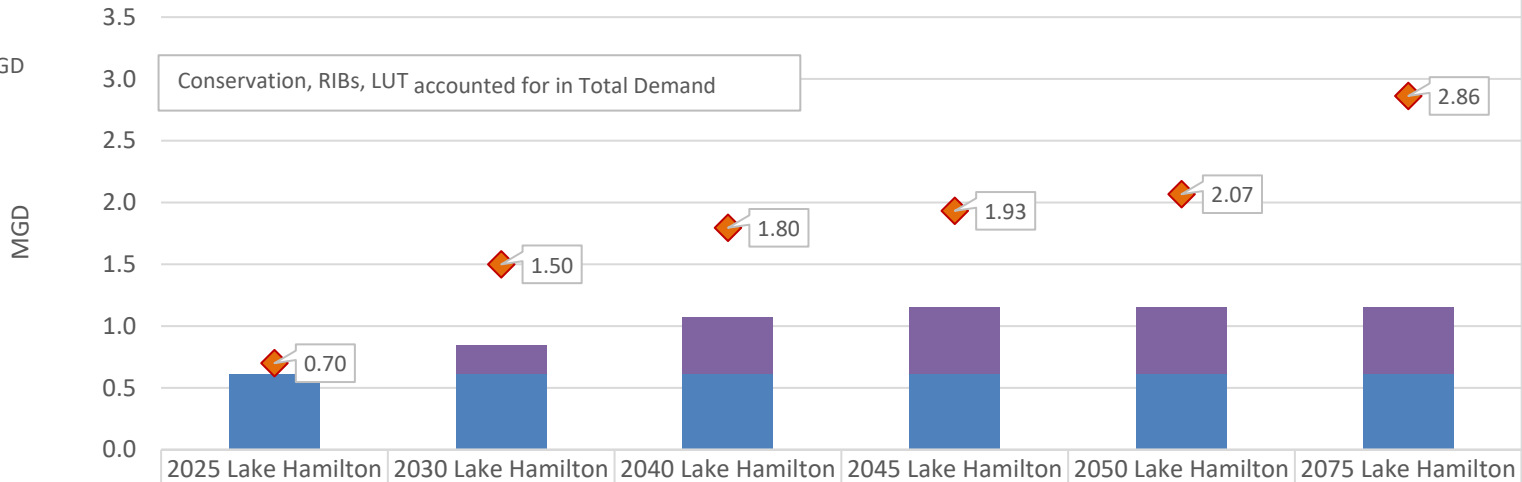
## 2332\_TOWN OF LAKE HAMILTON (WUP Expires 2028)





2332\_TOWN OF LAKE HAMILTON (WUP Expires 2021)

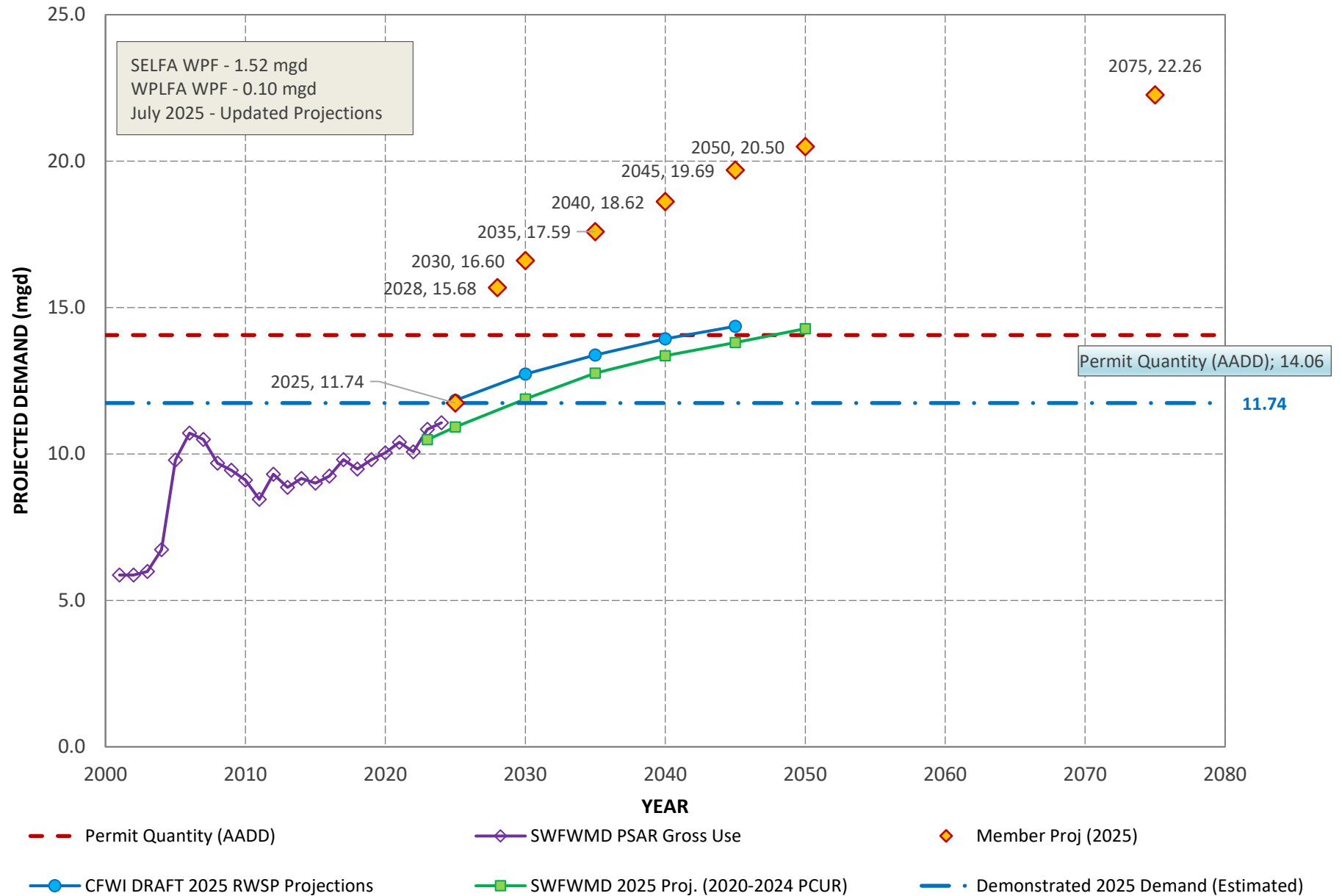
SE IA = 0.50 MGD



PRWC AWS	0	0.23	0.46	0.54	0.54	0.54
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	0.61	0.61	0.61	0.61	0.61	0.61
Total Demand	0.70	1.50	1.80	1.93	2.07	2.86



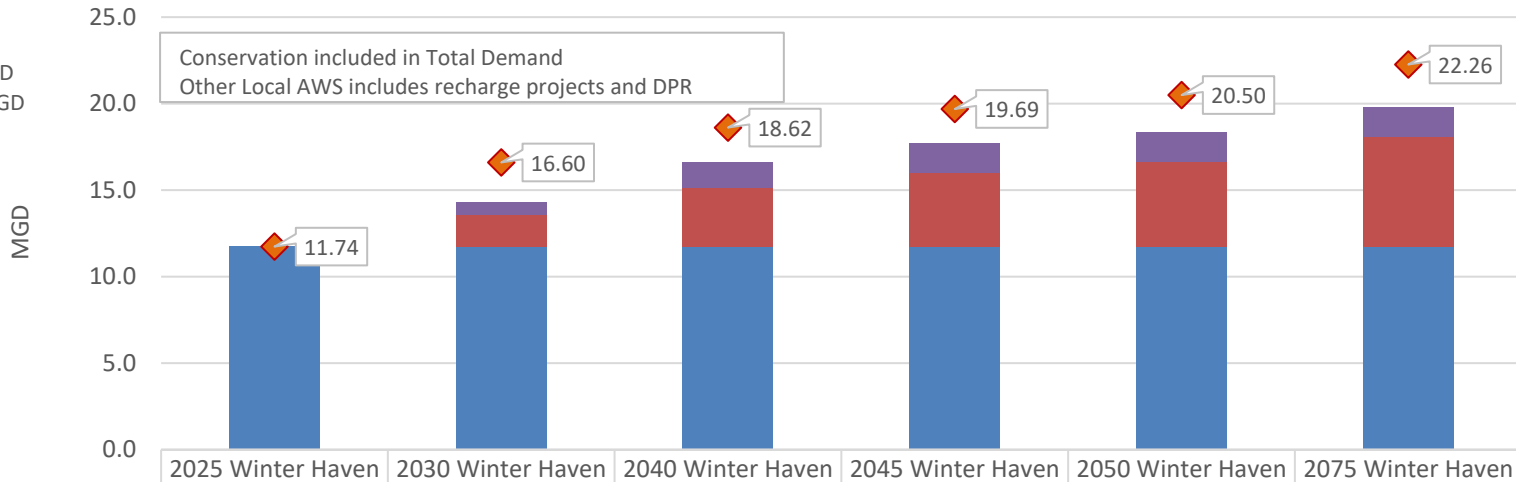
## 4607\_CITY OF WINTER HAVEN (WUP Expires 2030)





4607\_CITY OF WINTER HAVEN (WUP Expires 2030)

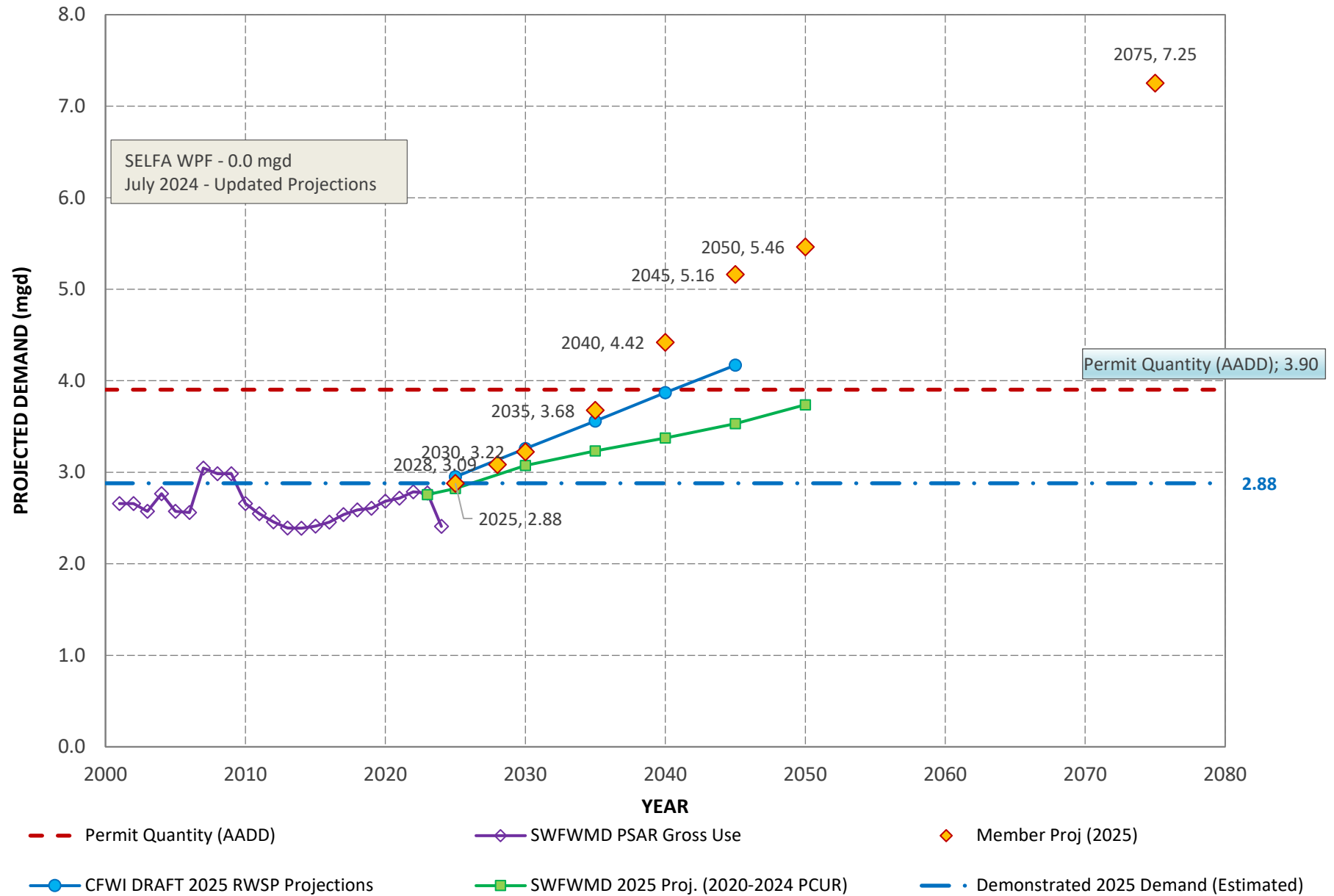
SE IA = 1.52 MGD  
WP IA = 0.10 MGD



PRWC AWS	0	0.70	1.46	1.73	1.73	1.73
Conservation	0	0	0	0	0	0
Other Local AWS	0	1.84	3.39	4.23	4.92	6.33
UFA Avail (Estimated)	11.74	11.74	11.74	11.74	11.74	11.74
Total Demand	11.74	16.60	18.62	19.69	20.50	22.26

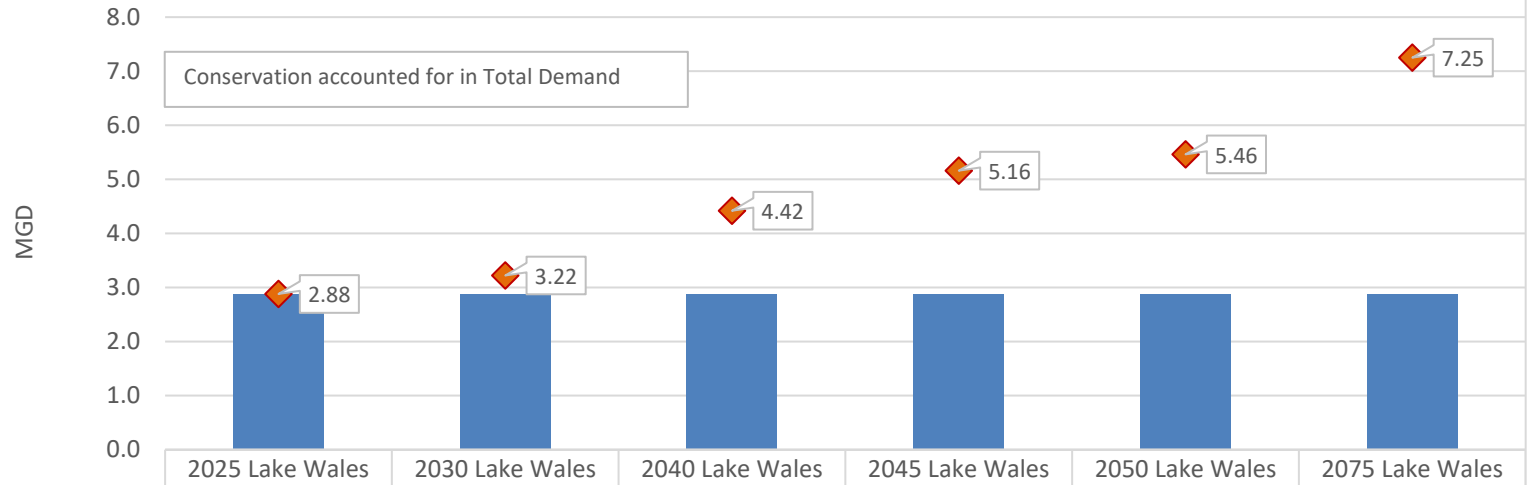


## 4658\_CITY OF LAKE WALES (WUP Expires 2032)





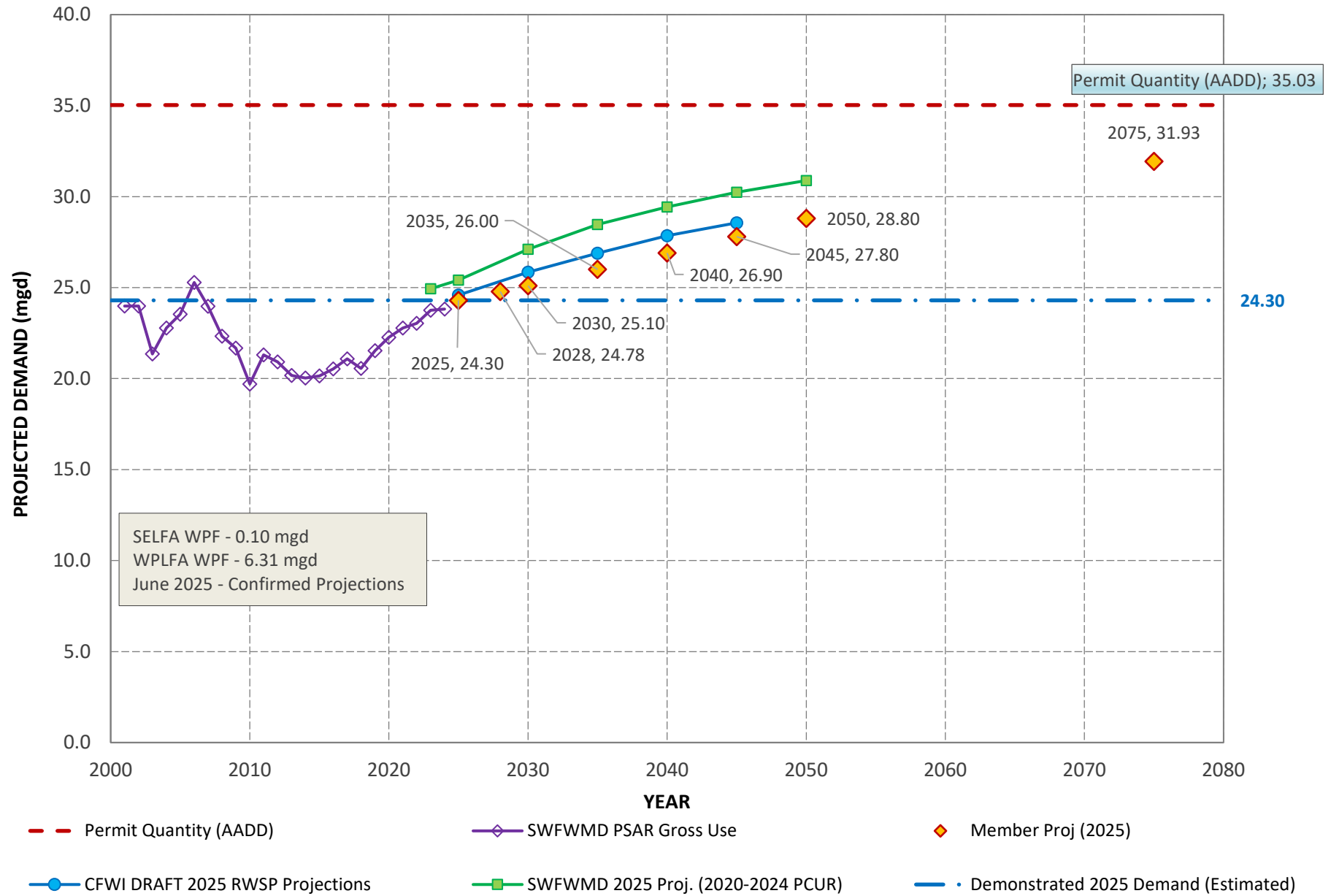
### 4658\_CITY OF LAKE WALES (WUP Expires 2032)



	2025 Lake Wales	2030 Lake Wales	2040 Lake Wales	2045 Lake Wales	2050 Lake Wales	2075 Lake Wales
PRWC AWS	0	0	0	0	0	0
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	2.88	2.88	2.88	2.88	2.88	2.88
Total Demand	2.88	3.22	4.42	5.16	5.46	7.25



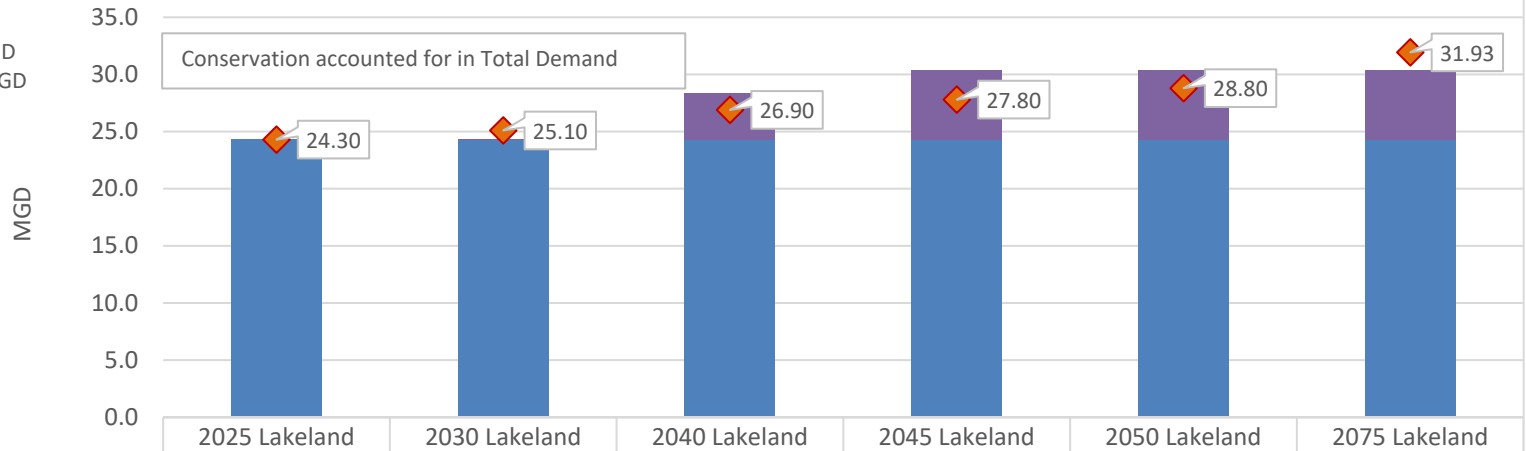
# 4912\_CITY OF LAKE LAND ELECTRIC AND WATER (WUP Expires 2038)





# 4912\_CITY OF LAKELAND ELECTRIC AND WATER (WUP Expires 2038)

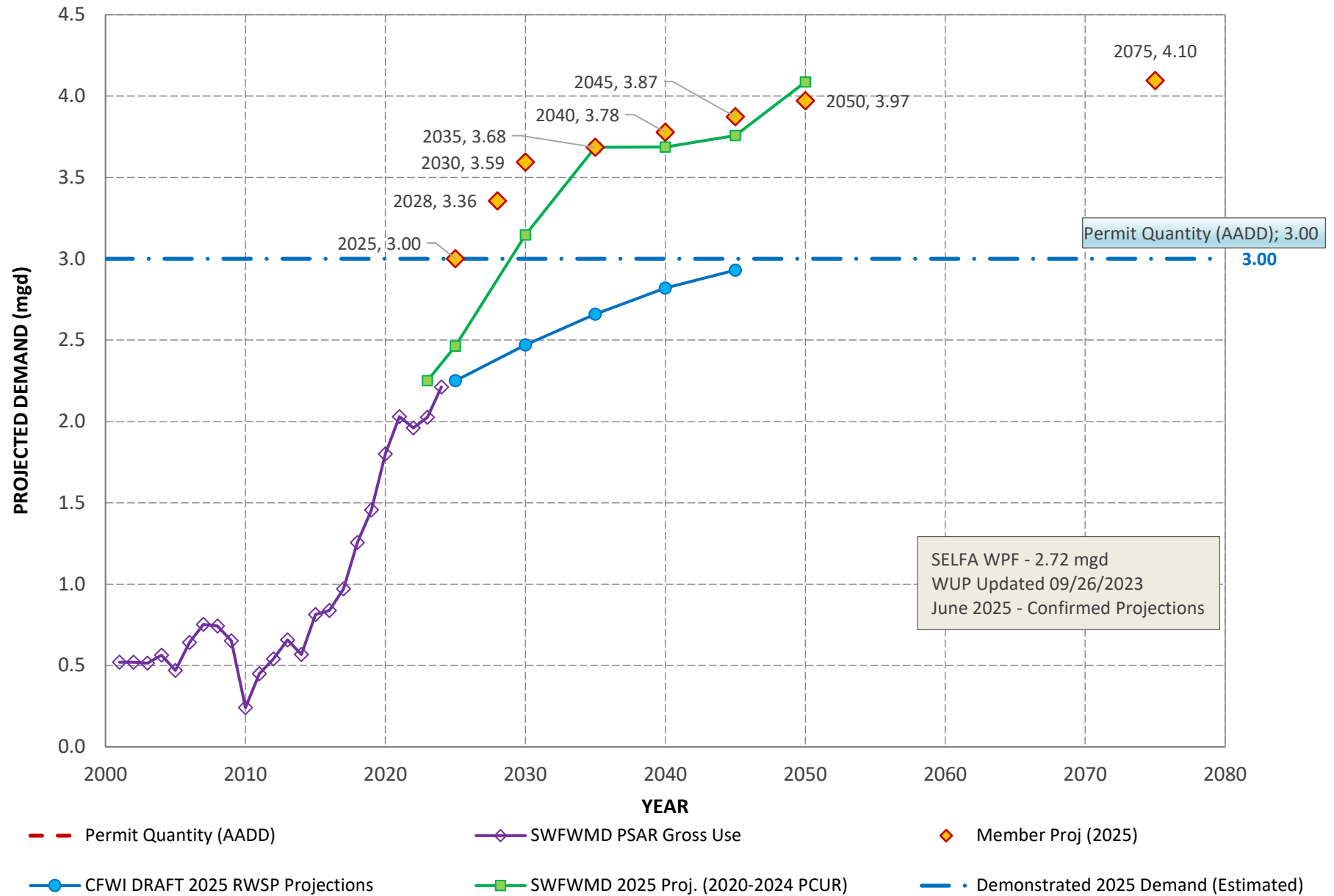
SE IA = 0.10 MGD  
WP IA = 6.31 MGD



PRWC AWS	0	0.05	4.10	6.11	6.11	6.11
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	24.30	24.30	24.30	24.30	24.30	24.30
Total Demand	24.30	25.10	26.90	27.80	28.80	31.93



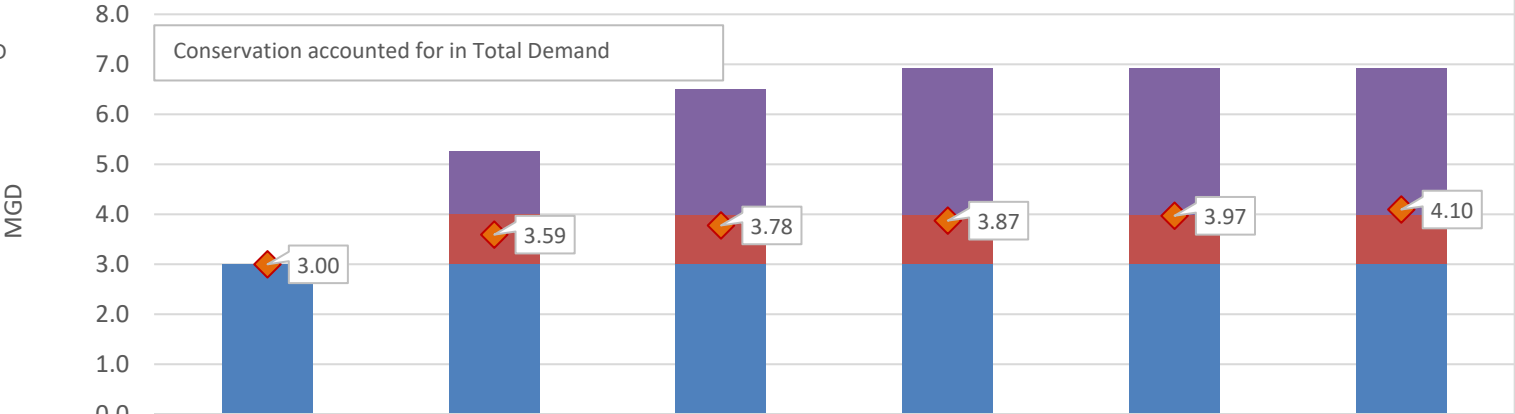
## 5750\_CITY OF DAVENPORT (WUP Expires 2025)





5750\_CITY OF DAVENPORT (WUP Expires 2025)

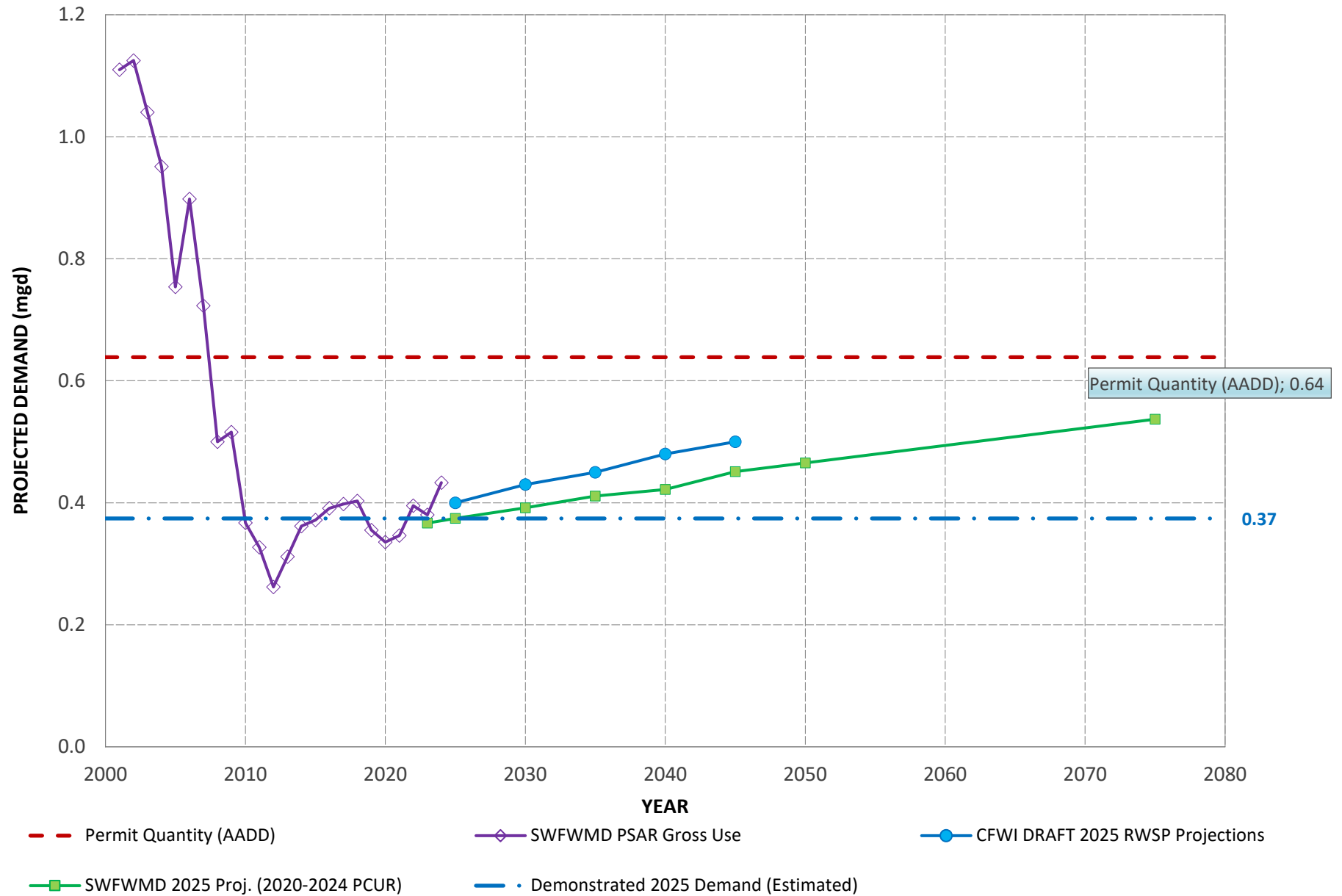
SE IA = 2.72 MGD



	2025 Davenport	2030 Davenport	2040 Davenport	2045 Davenport	2050 Davenport	2075 Davenport
PRWC AWS	0	1.25	2.50	2.92	2.92	2.92
Conservation	0	0	0	0	0	0
Other Local AWS	0	1.00	1.00	1.00	1.00	1.00
UFA Avail (Estimated)	3.00	3.00	3.00	3.00	3.00	3.00
Total Demand	3.00	3.59	3.78	3.87	3.97	4.10

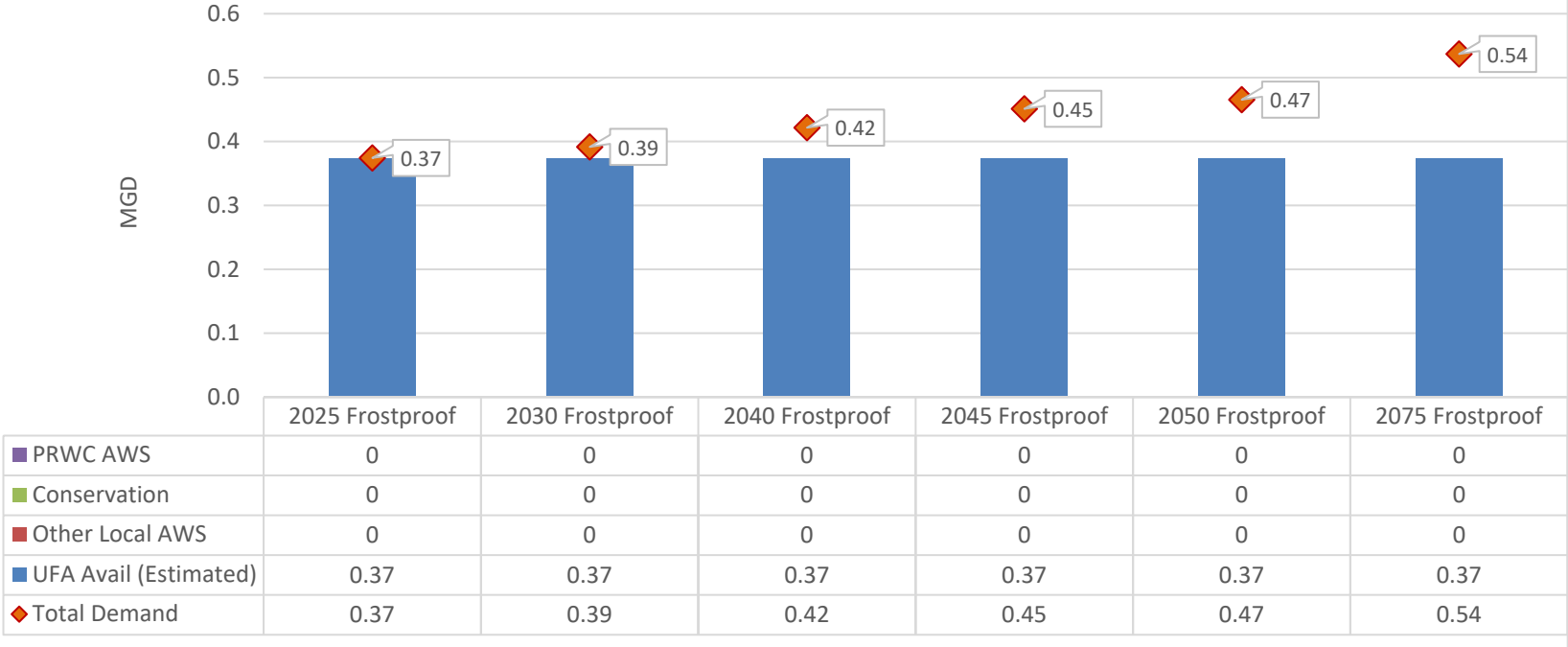


## 5870\_CITY OF FROSTPROOF (WUP Expires 2026)



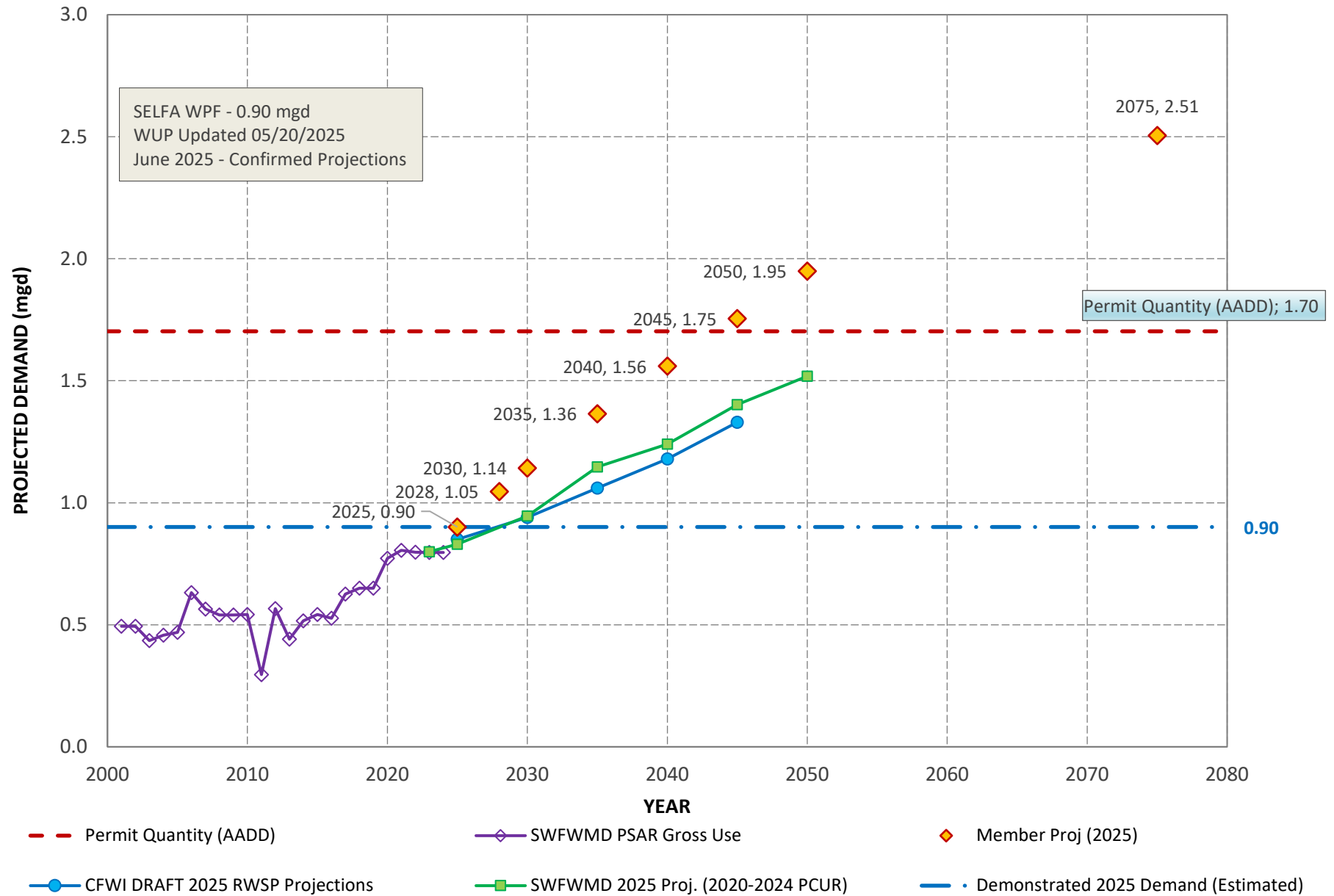


5870\_CITY OF FROSTPROOF (WUP Expires 2026)





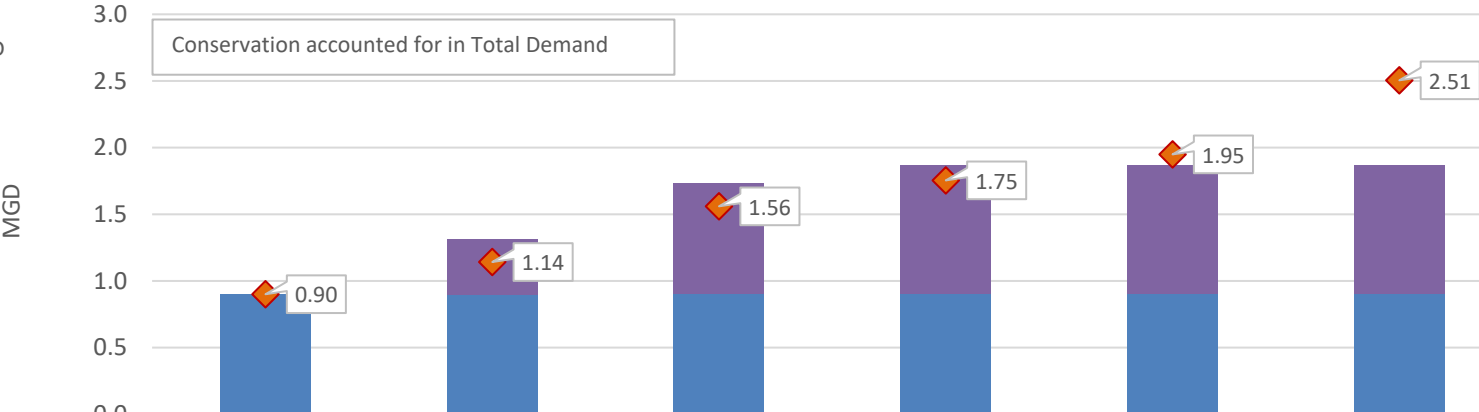
## 5893\_TOWN OF DUNDEE (WUP Expires 2045)





5893\_TOWN OF DUNDEE (WUP Expires 2045)

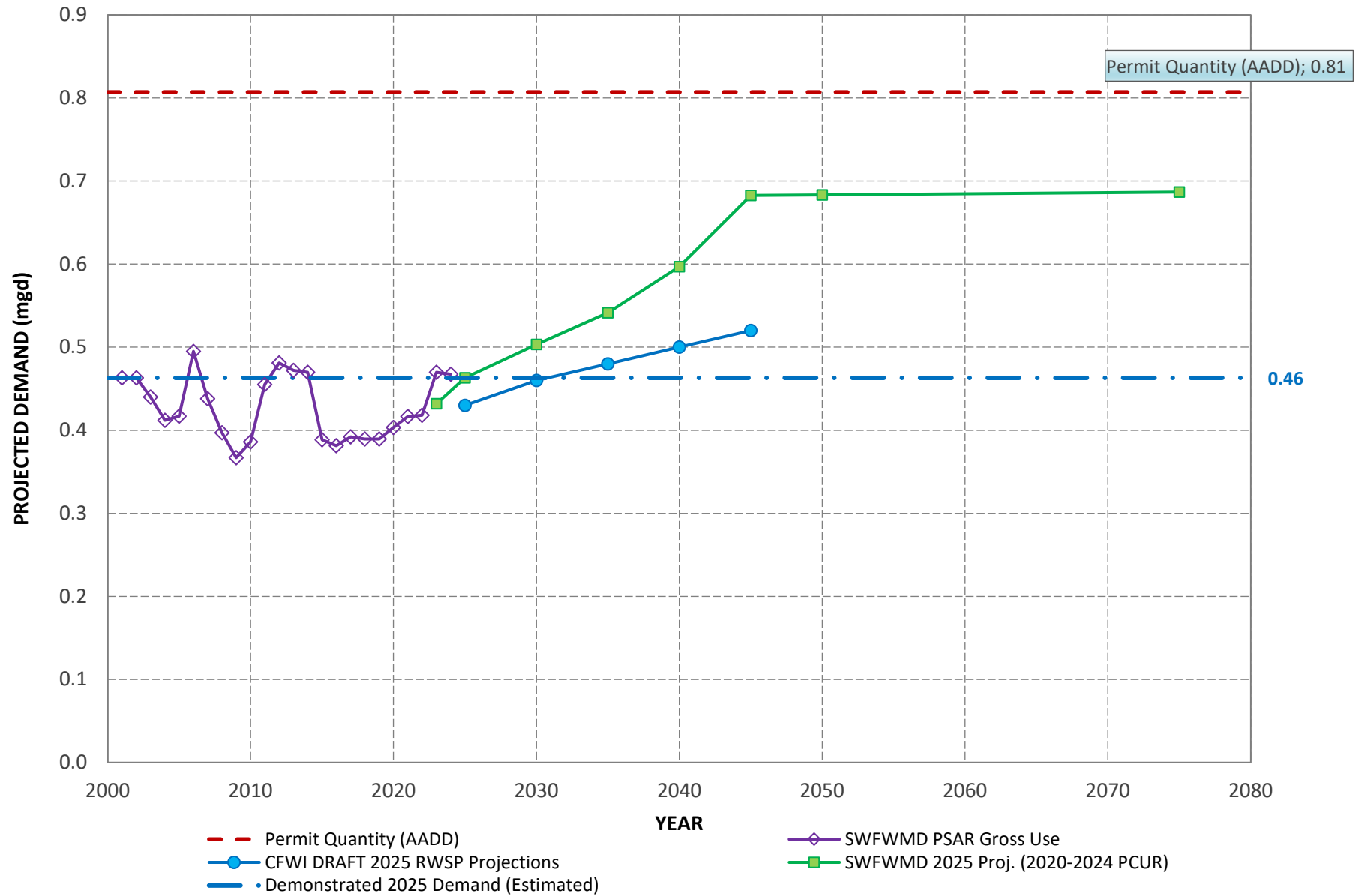
SE IA = 0.90 MGD



	2025 Dundee	2030 Dundee	2040 Dundee	2045 Dundee	2050 Dundee	2075 Dundee
PRWC AWS	0	0.41	0.83	0.97	0.97	0.97
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	0.90	0.90	0.90	0.90	0.90	0.90
Total Demand	0.90	1.14	1.56	1.75	1.95	2.51

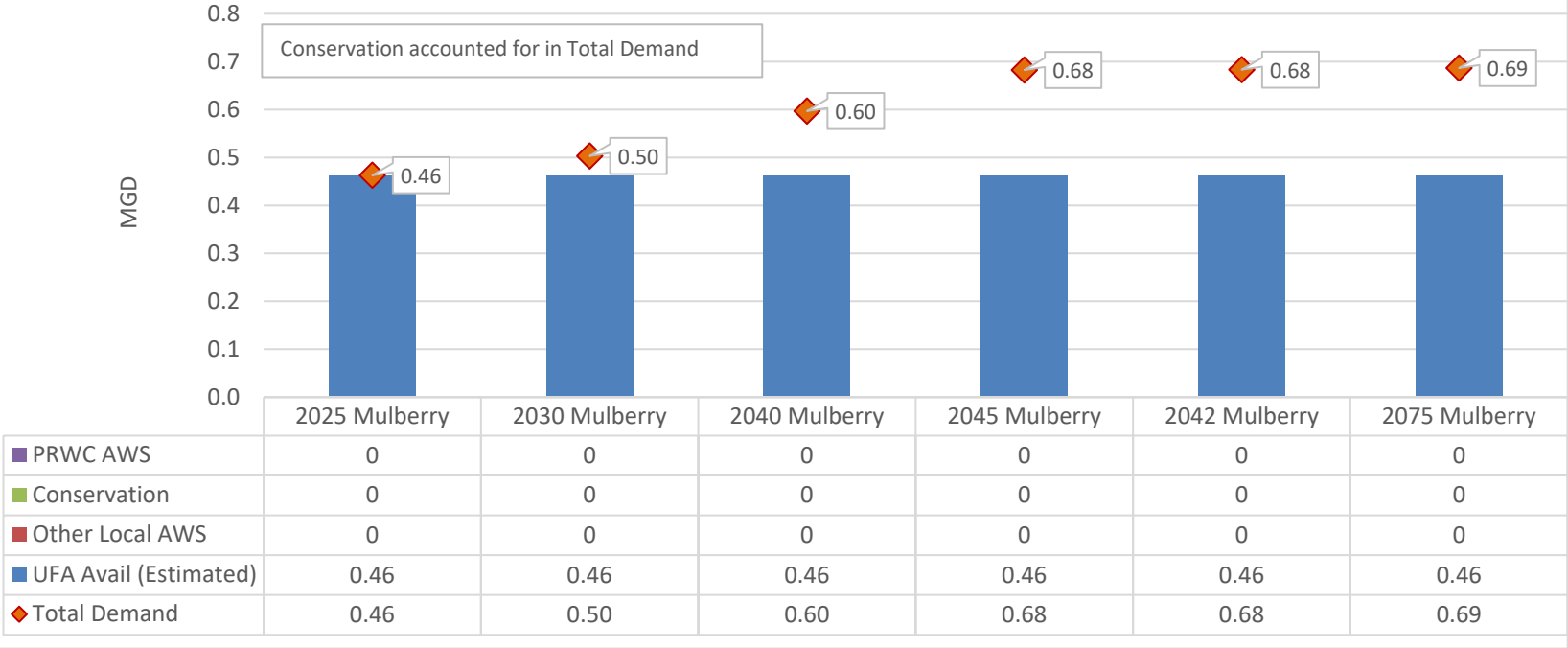


# 6124\_CITY OF MULBERRY (WUP Expires 2030)



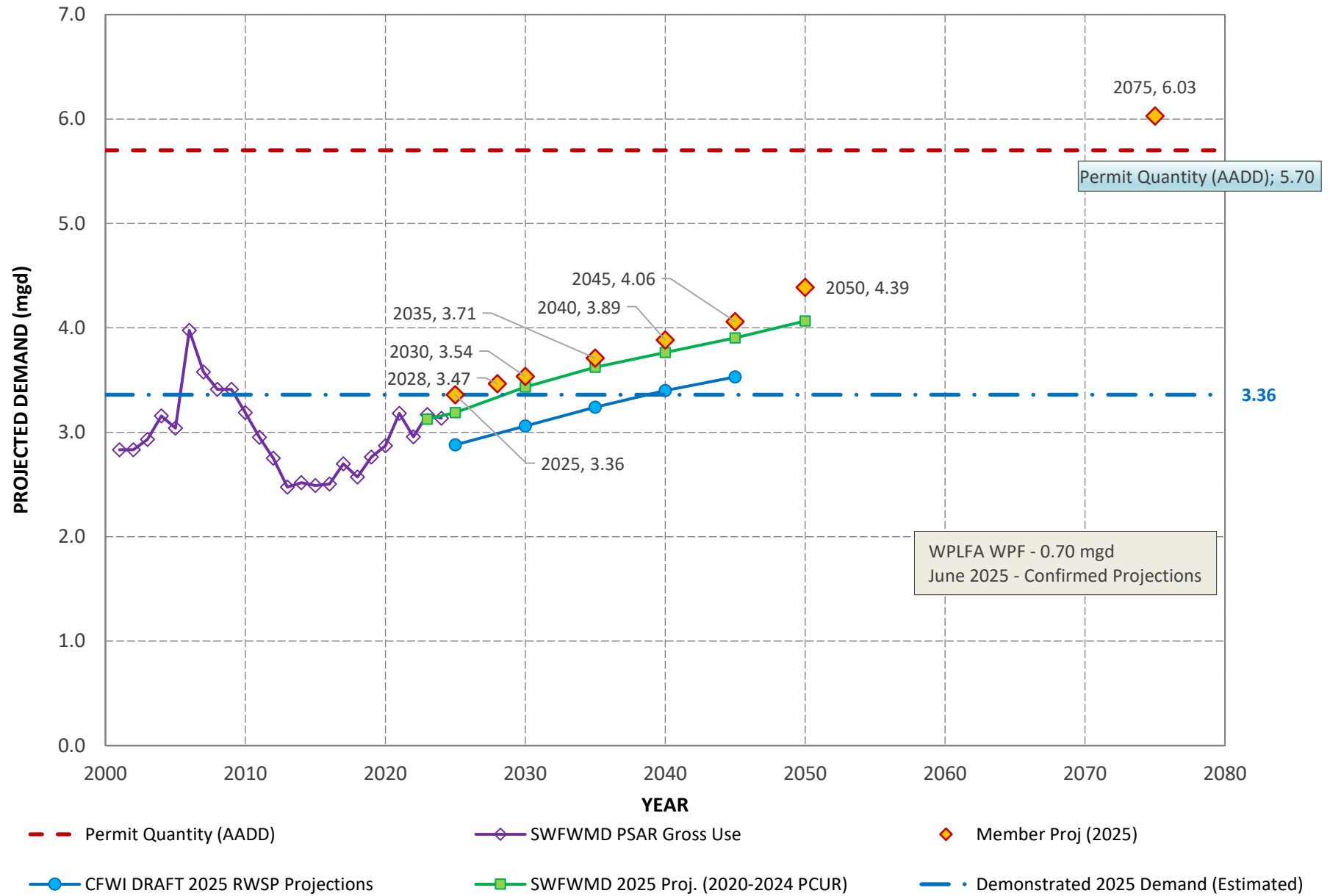


6124\_CITY OF MULBERRY (WUP Expires 2030)





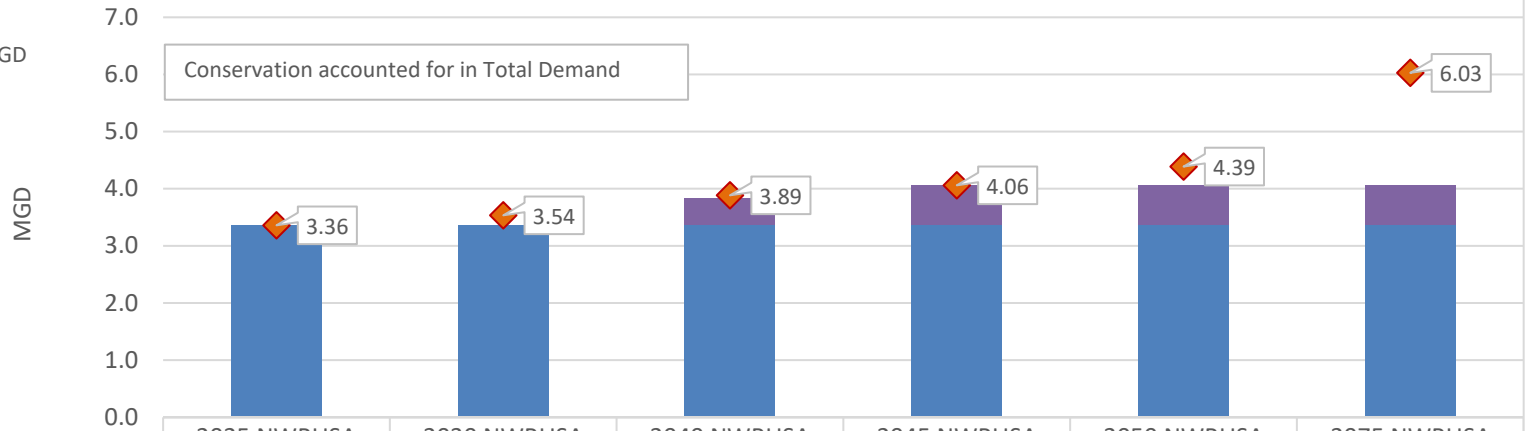
# 6505\_NWRUSA (WUP Expires 2035)





### 6505\_NWRUSA (WUP Expires 2035)

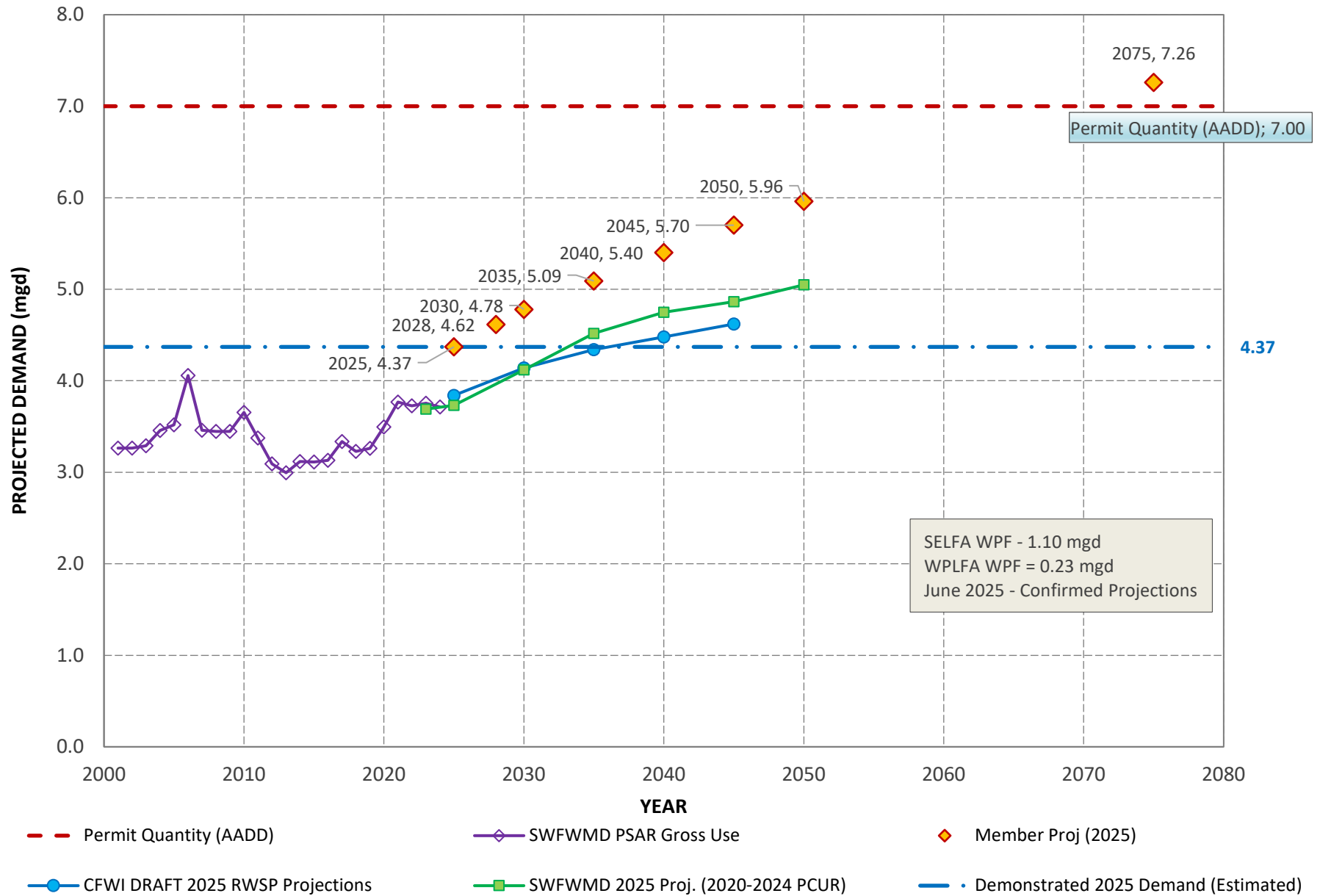
WP IA = 0.70 MGD



	2025 NWRUSA	2030 NWRUSA	2040 NWRUSA	2045 NWRUSA	2050 NWRUSA	2075 NWRUSA
PRWC AWS	0	0.00	0.47	0.70	0.70	0.70
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	3.36	3.36	3.36	3.36	3.36	3.36
Total Demand	3.36	3.54	3.89	4.06	4.39	6.03



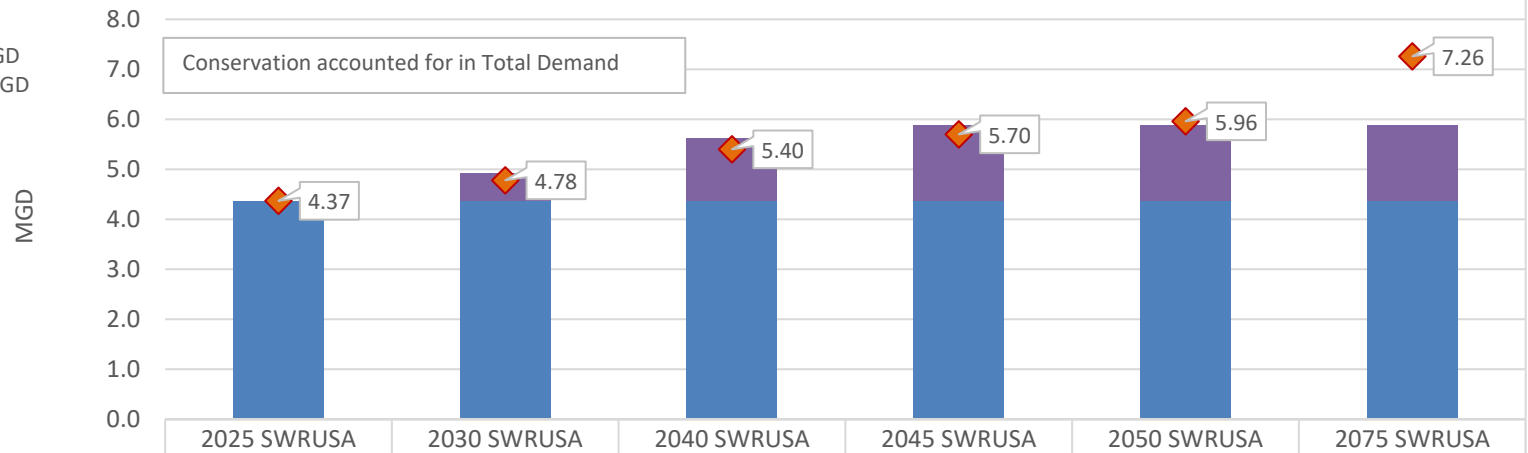
# 6506\_SWRUSA (WUP Expires 2029)





# 6506\_SWRUSA (WUP Expires 2029)

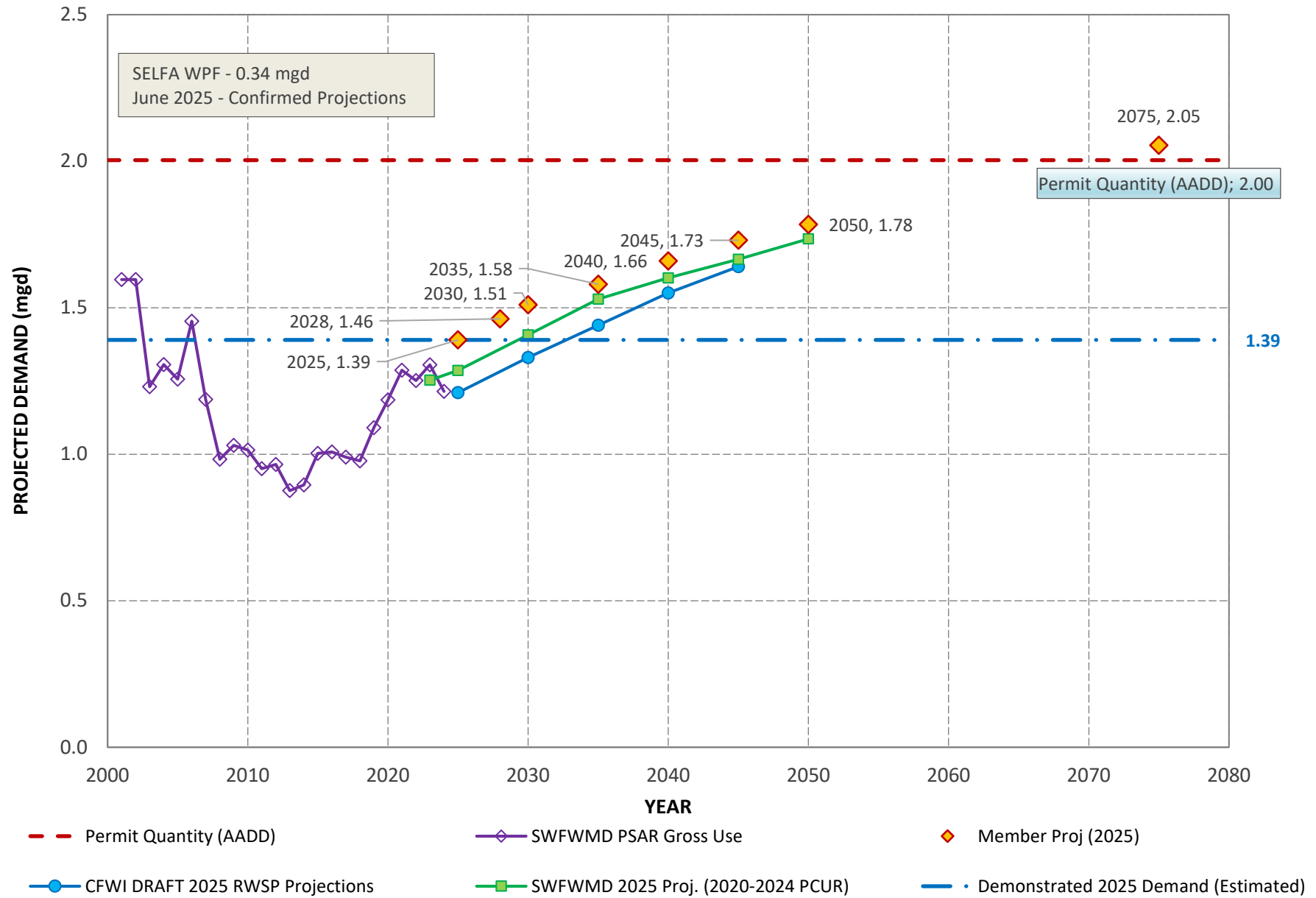
SE IA = 1.10 MGD  
WP IP = 0.23 MGD



PRWC AWS	0	0.55	1.25	1.51	1.51	1.51
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	4.37	4.37	4.37	4.37	4.37	4.37
Total Demand	4.37	4.78	5.40	5.70	5.96	7.26



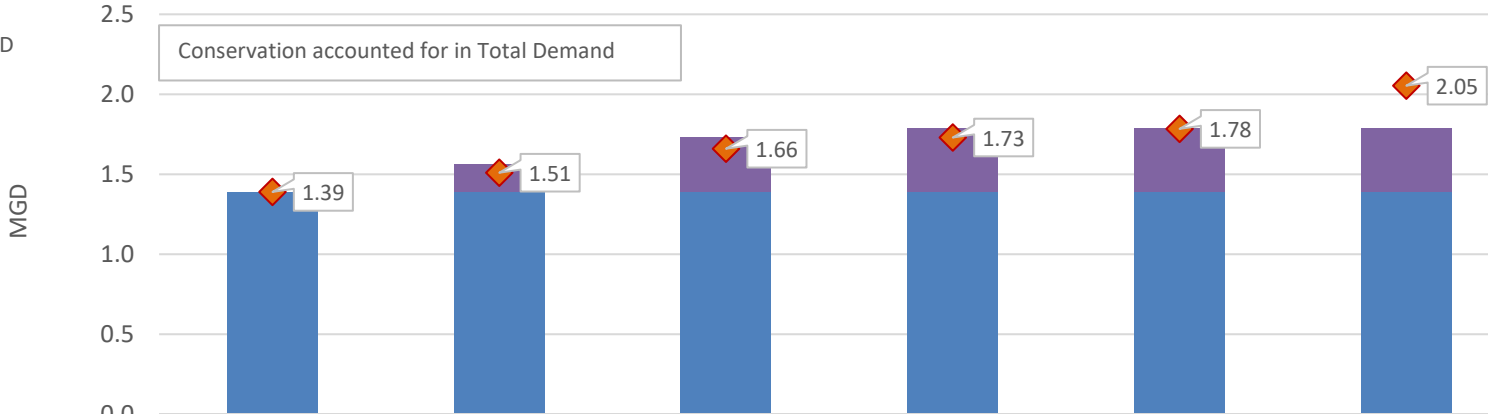
## 6507\_CRUSA (WUP Expires 2033)





6507\_CRUSA (WUP Expires 2033)

SE IA = 0.34 MGD



	2025 CRUSA	2030 CRUSA	2040 CRUSA	2045 CRUSA	2050 CRUSA	2075 CRUSA
PRWC AWS	0	0.17	0.34	0.40	0.40	0.40
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	1.39	1.39	1.39	1.39	1.39	1.39
Total Demand	1.39	1.51	1.66	1.73	1.78	2.05



## 6508\_SERUSA (WUP Expires 2032)





### 6508\_SERUSA (WUP Expires 2032)

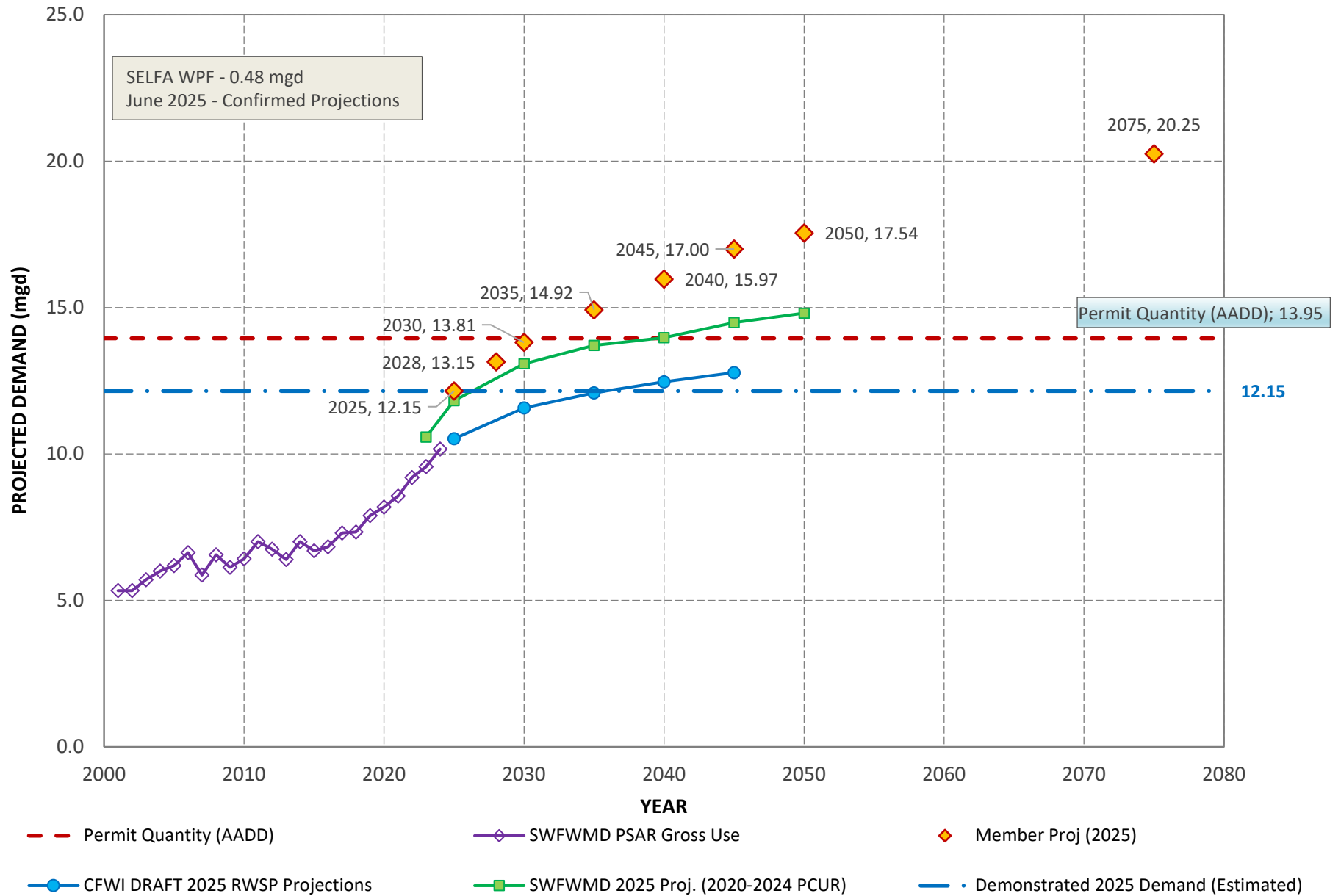
SE IA = 0.33 MGD



	2025 SERUSA	2030 SERUSA	2040 SERUSA	2045 SERUSA	2050 SERUSA	2075 SERUSA
UFA Impact/Offset	0	0.33	0.33	0.39	0.39	0.39
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	0.78	0.78	0.78	0.78	0.78	0.78
Total Demand	0.78	0.95	1.06	1.11	1.16	1.42



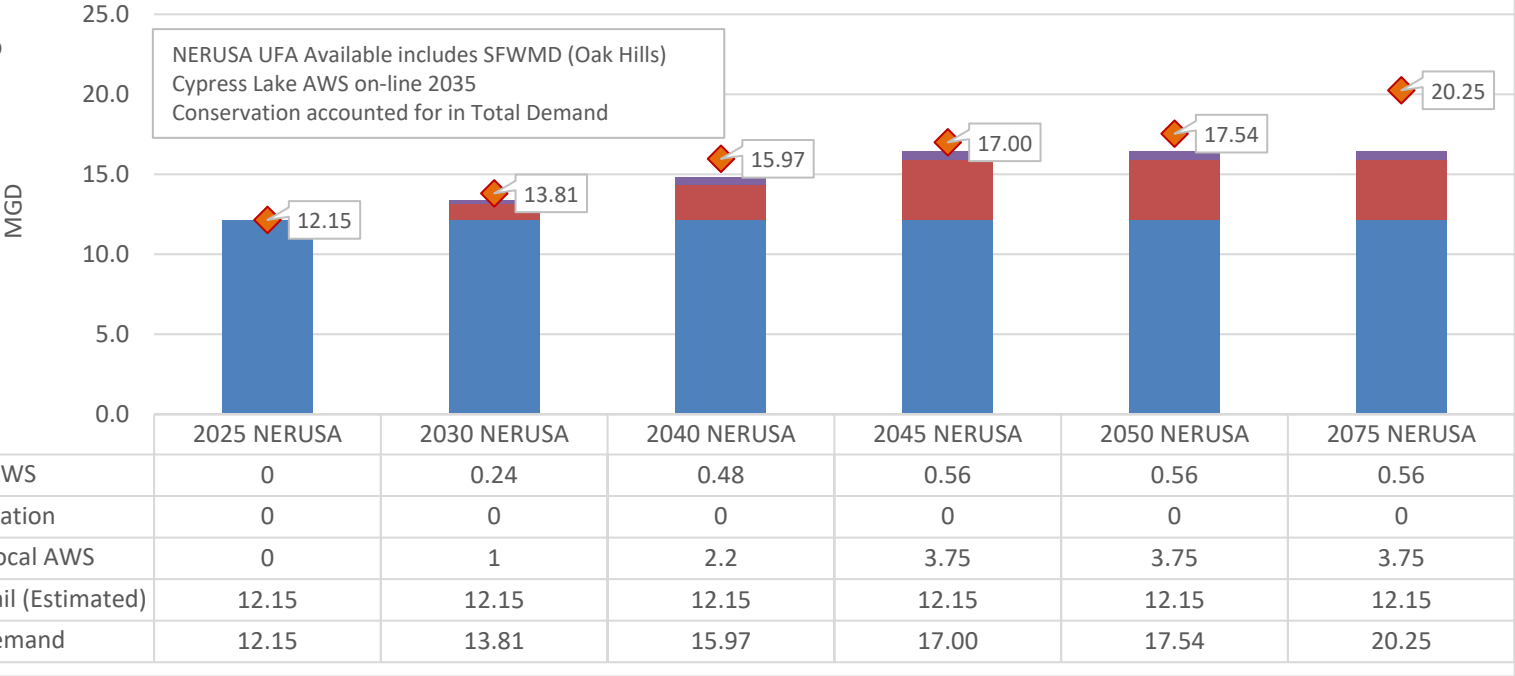
# 6509\_NERUSA (WUP Expires 2027)





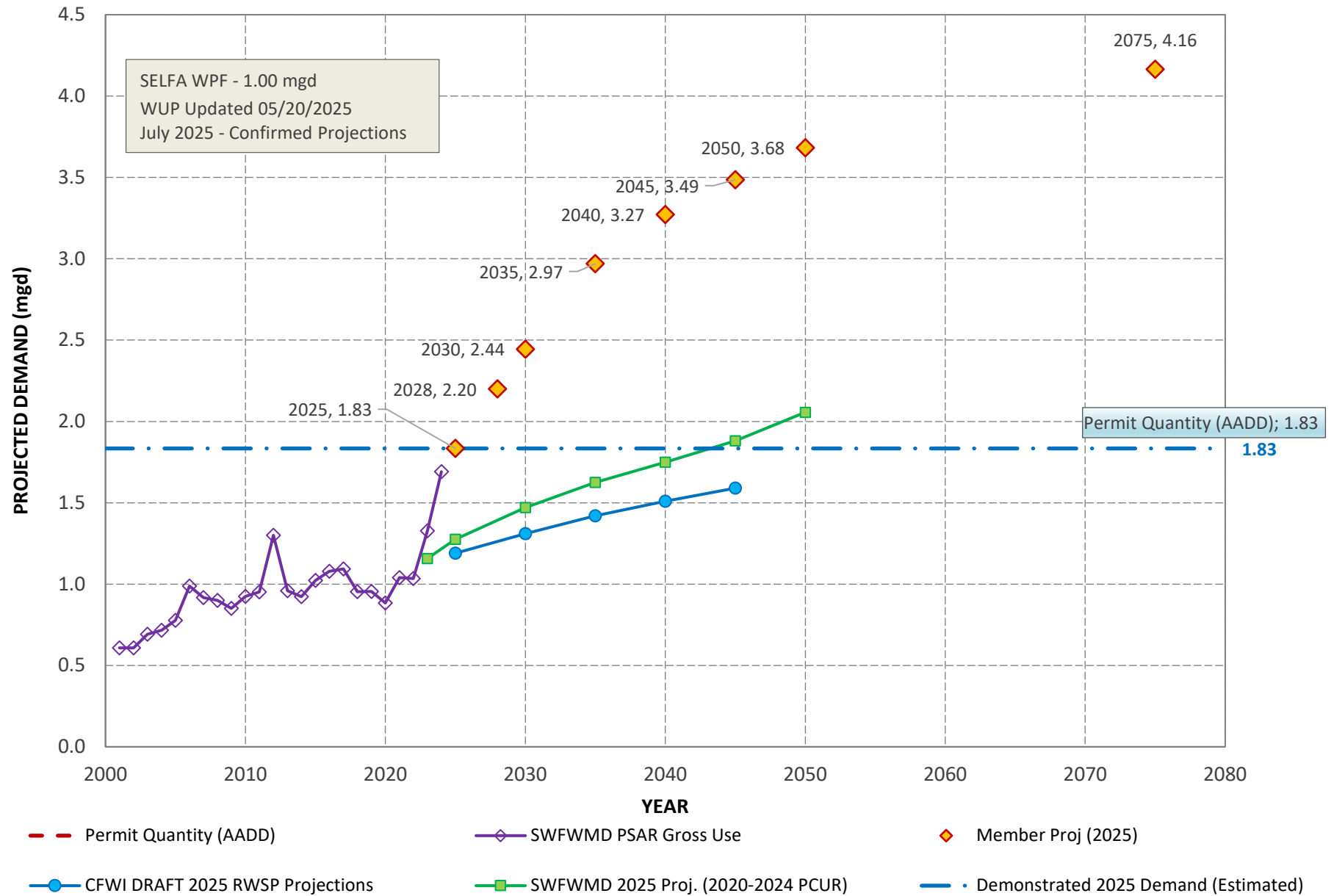
6509\_NERUSA (WUP Expires 2027)

SE IA = 0.48 MGD





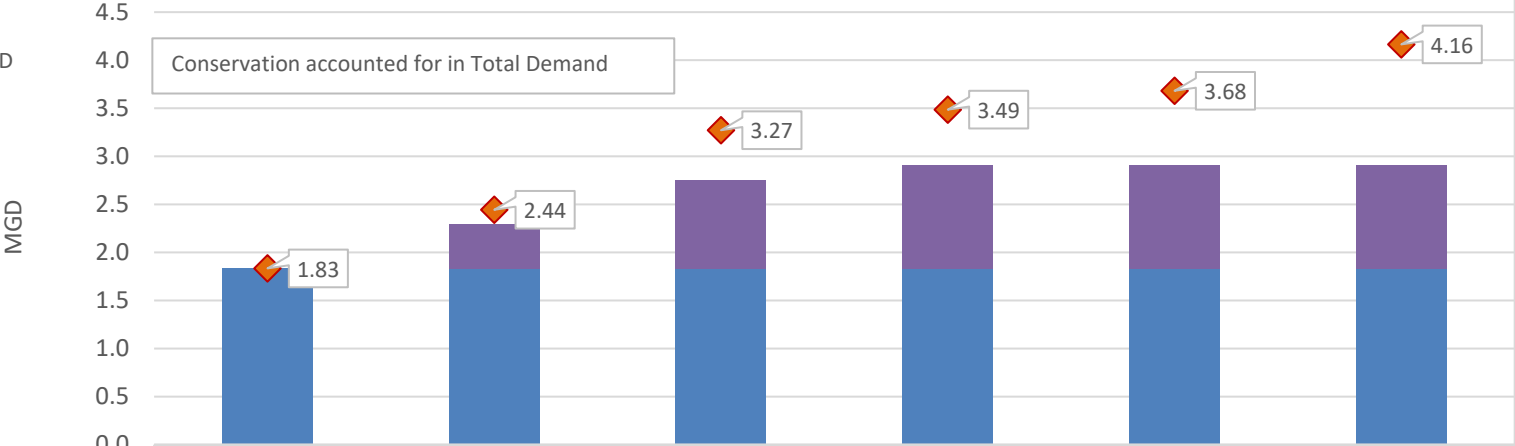
## 6624\_CITY OF LAKE ALFRED (WUP Expires 2033)





6624\_CITY OF LAKE ALFRED (WUP Expires 2033)

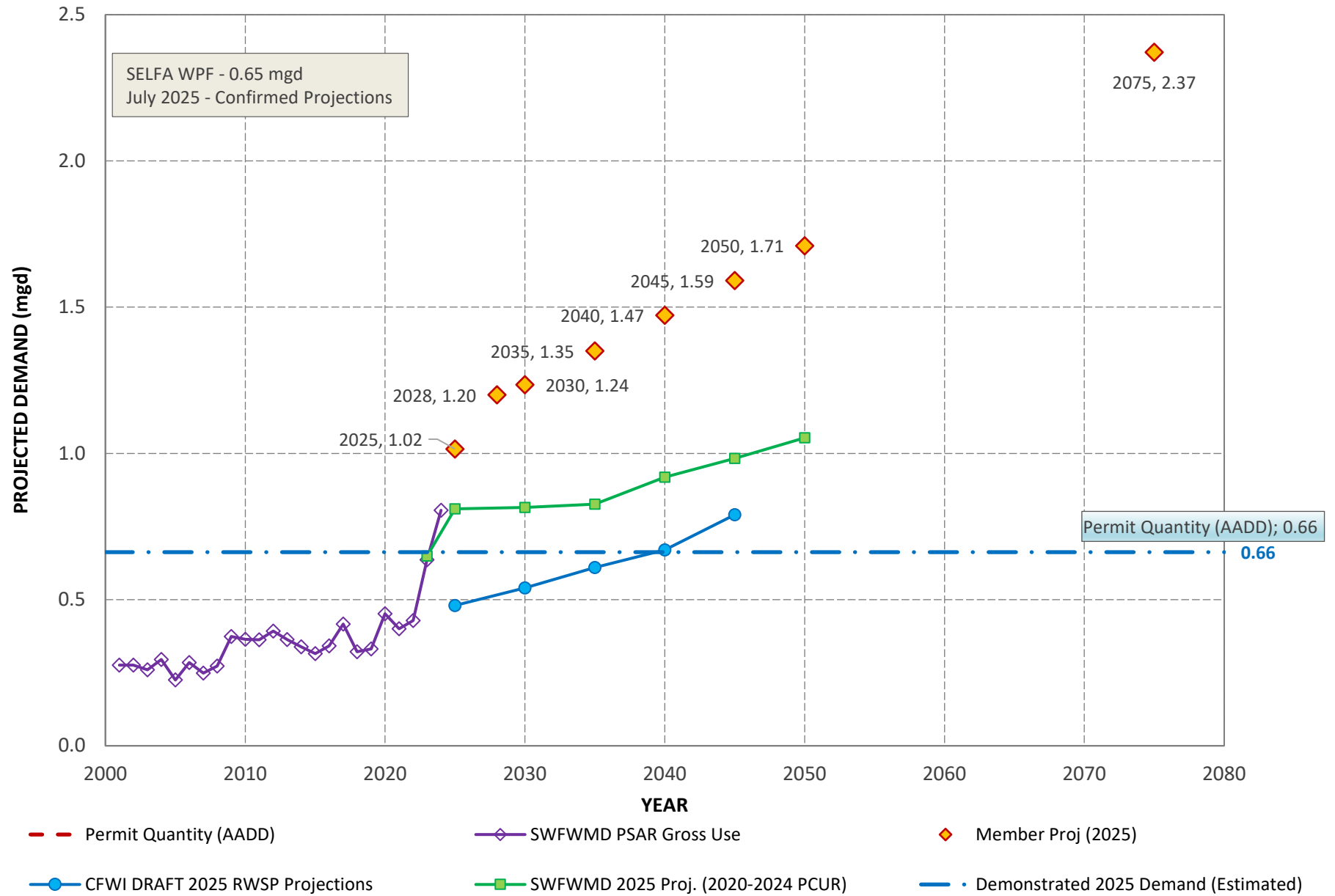
SE IA = 1.00 MGD



	2025 Lake Alfred	2030 Lake Alfred	2040 Lake Alfred	2045 Lake Alfred	2050 Lake Alfred	2075 Lake Alfred
PRWC AWS	0	0.46	0.92	1.07	1.07	1.07
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	1.83	1.83	1.83	1.83	1.83	1.83
Total Demand	1.83	2.44	3.27	3.49	3.68	4.16



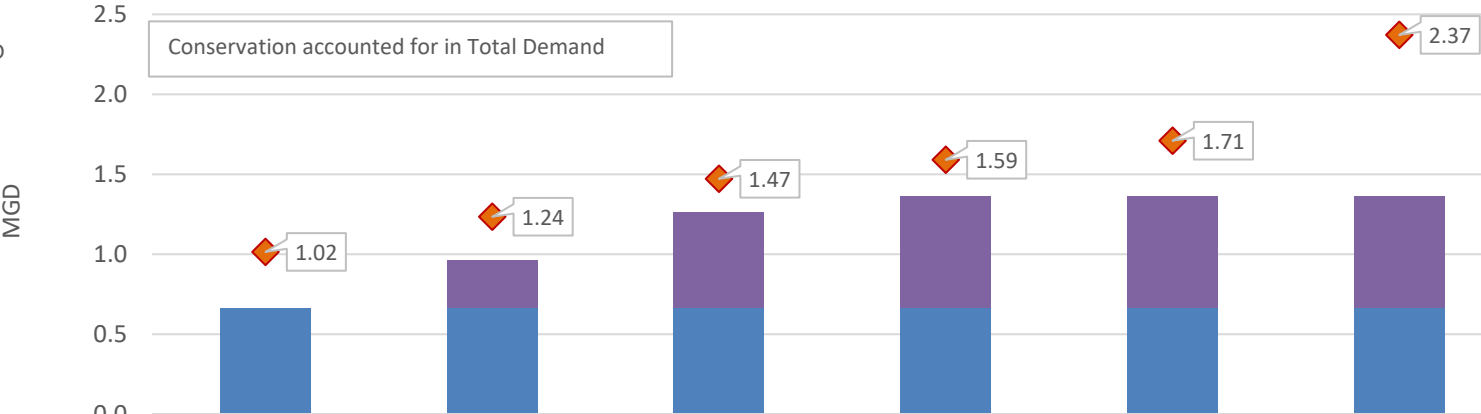
## 6920\_CITY OF EAGLE LAKE (WUP Expires 2034)





6920\_CITY OF EAGLE LAKE (WUP Expires 2034)

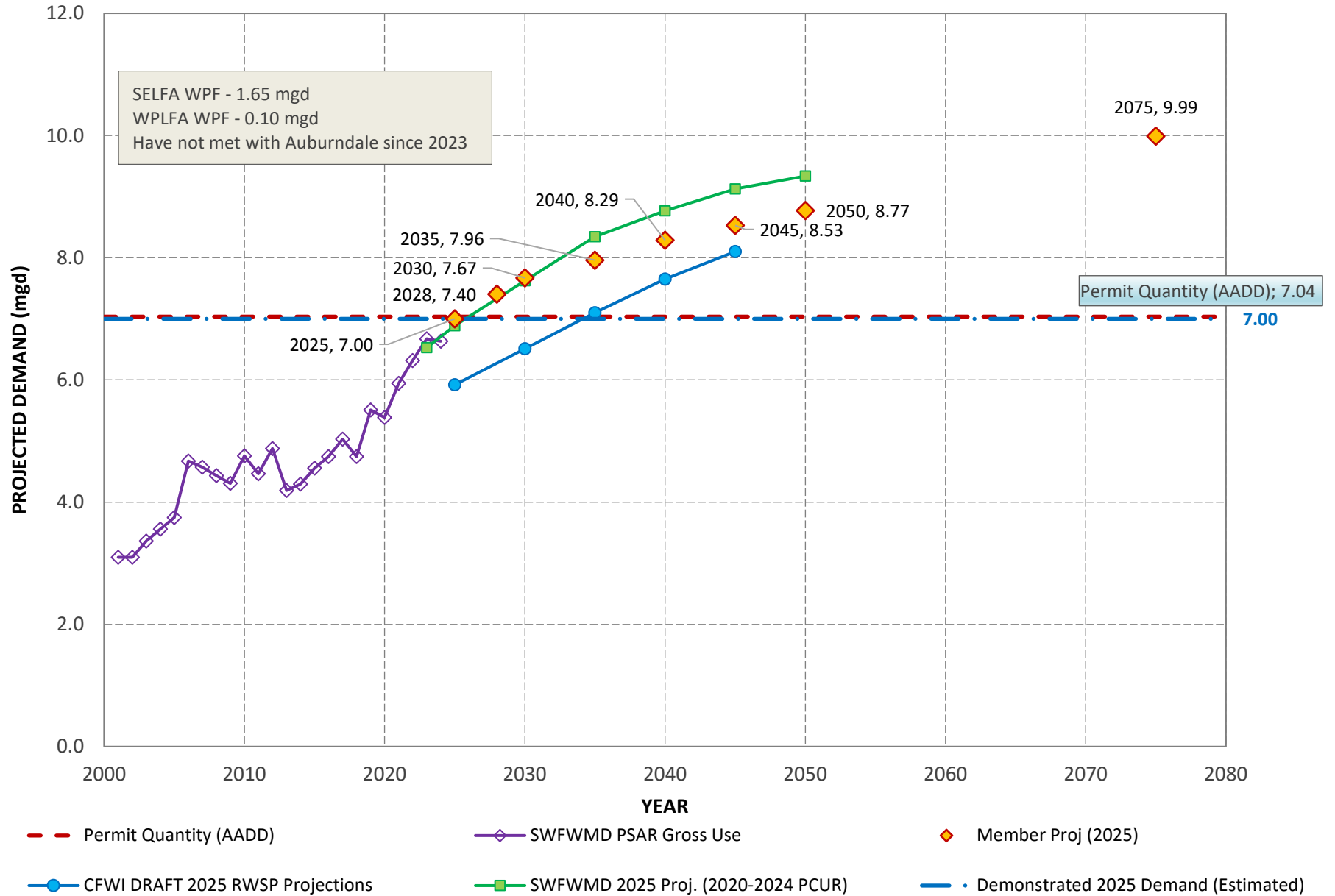
SE IA = 0.65 MGD



	2025 Eagle Lake	2030 Eagle Lake	2040 Eagle Lake	2045 Eagle Lake	2050 Eagle Lake	2075 Eagle Lake
PRWC AWS	0	0.30	0.60	0.70	0.70	0.70
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	0.66	0.66	0.66	0.66	0.66	0.66
Total Demand	1.02	1.24	1.47	1.59	1.71	2.37



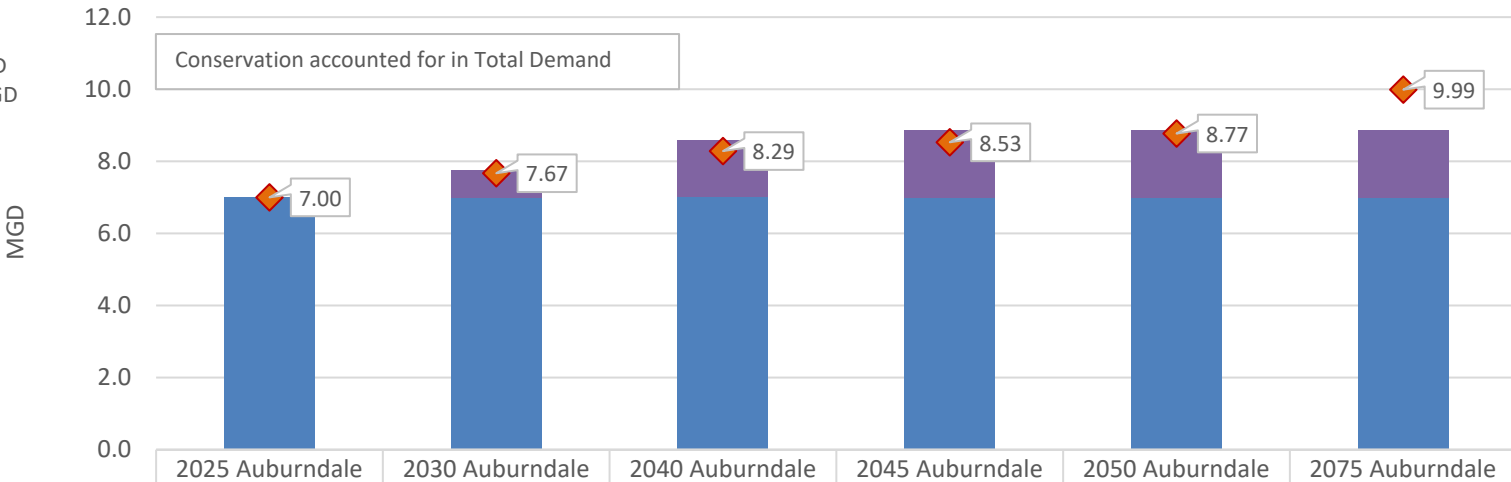
## 7119\_CITY OF AUBURNDALE (WUP Expires 2034)





7119\_CITY OF AUBURNDALE (WUP Expires 2034)

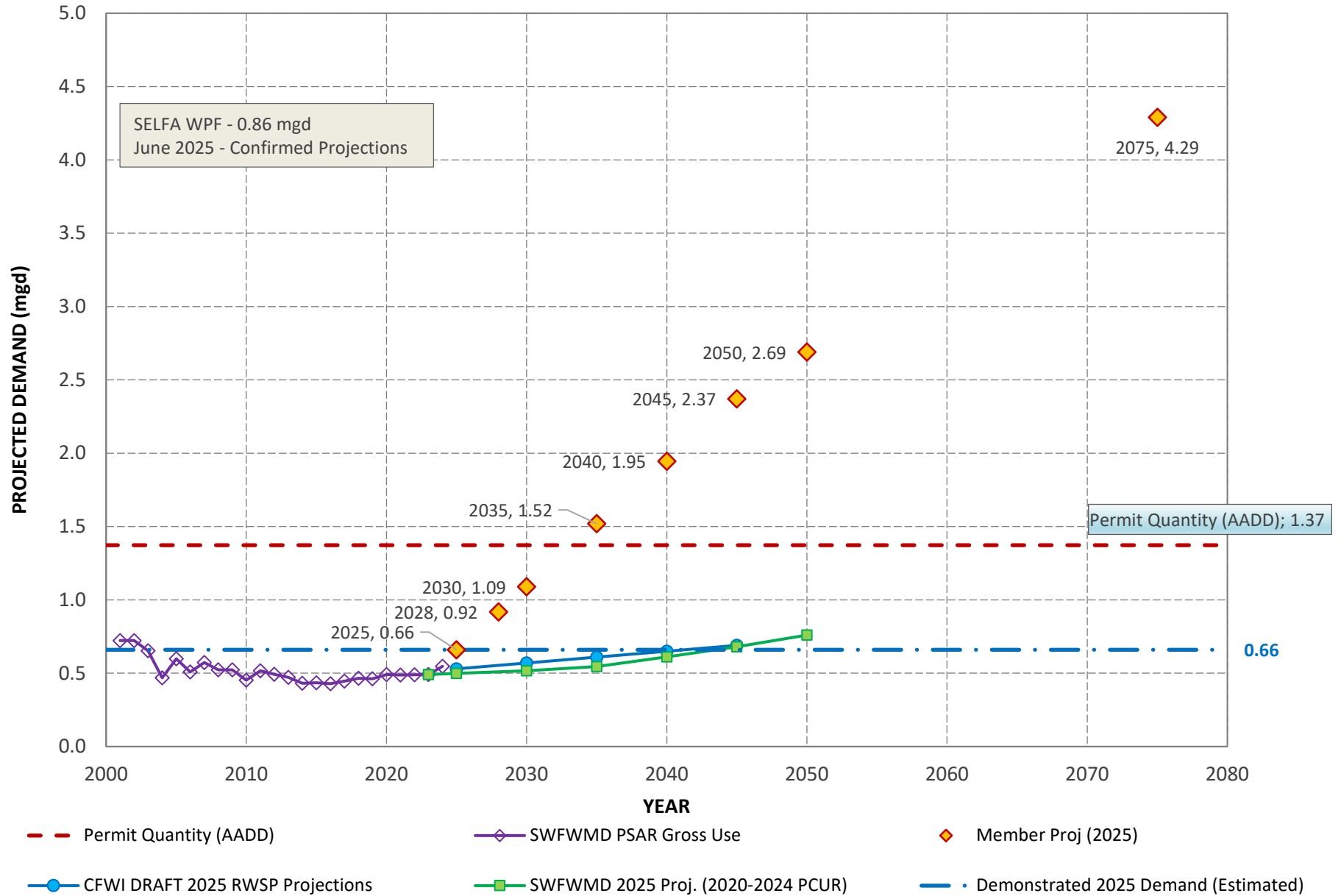
SE IA = 1.65 MGD  
WP IA = 0.10 MGD



PRWC AWS	0	0.76	1.58	1.87	1.87	1.87
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	7.00	7.00	7.00	7.00	7.00	7.00
Total Demand	7.00	7.67	8.29	8.53	8.77	9.99



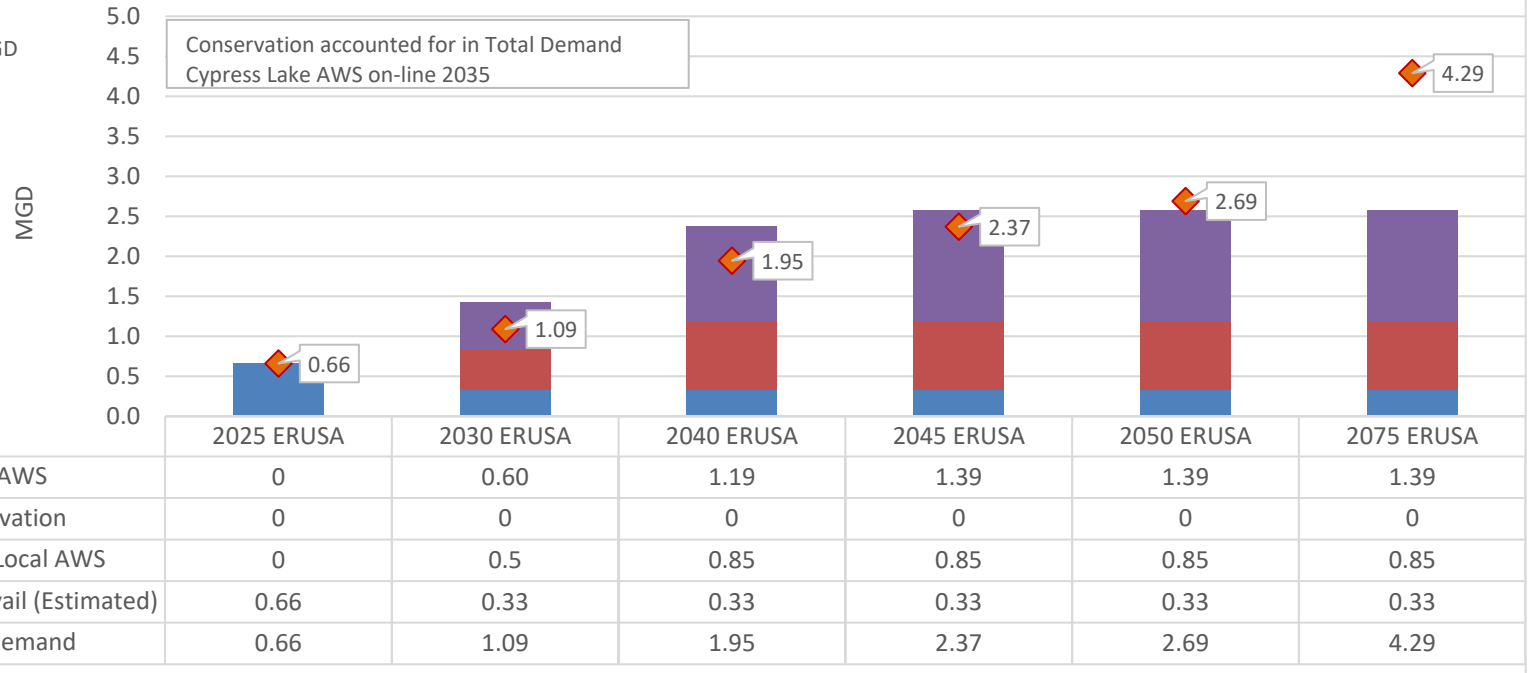
## 8054\_ERUSA (WUP Expires 2032)





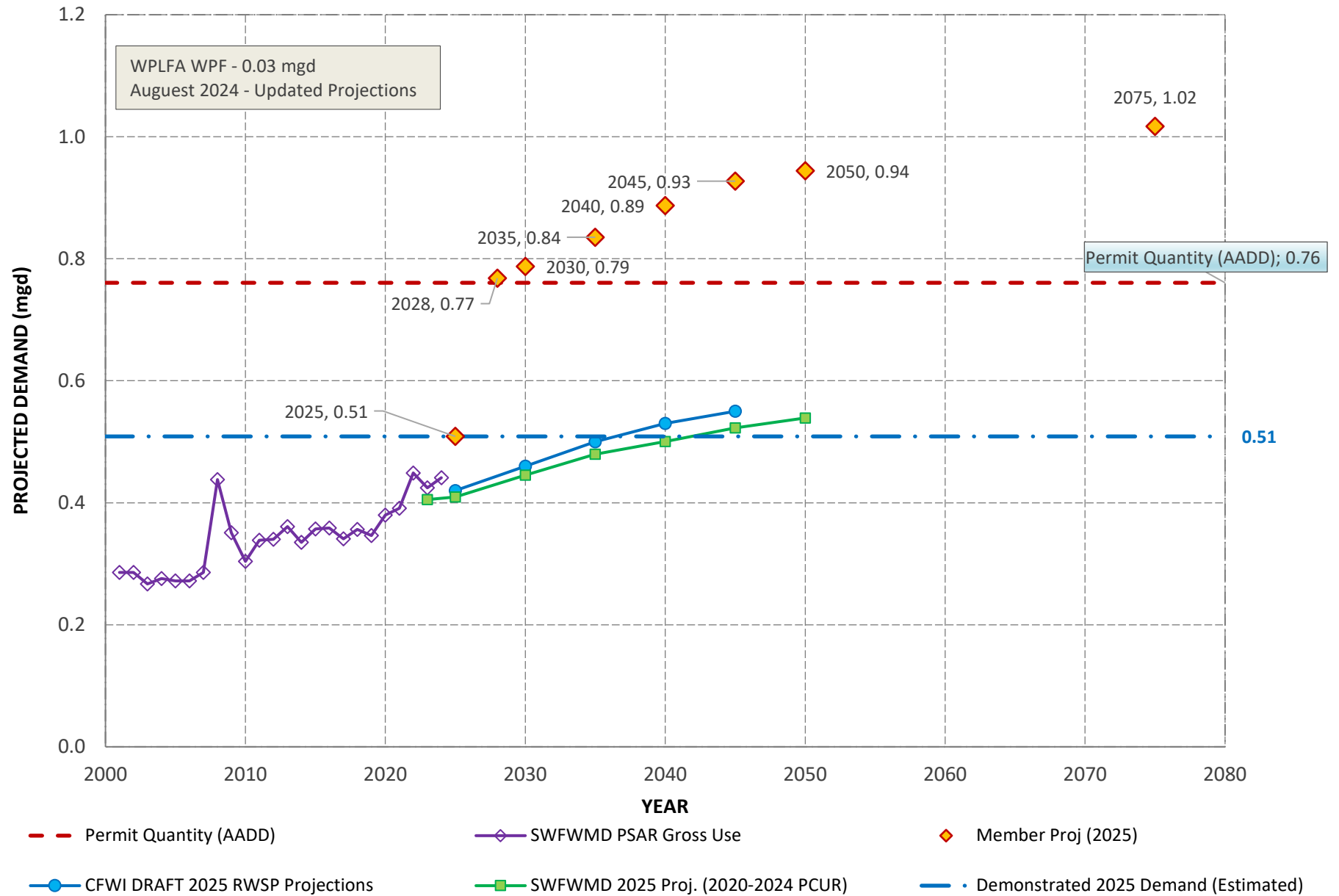
# 8054\_ERUSA (WUP Expires 2032)

SE IA = 0.86 MGD





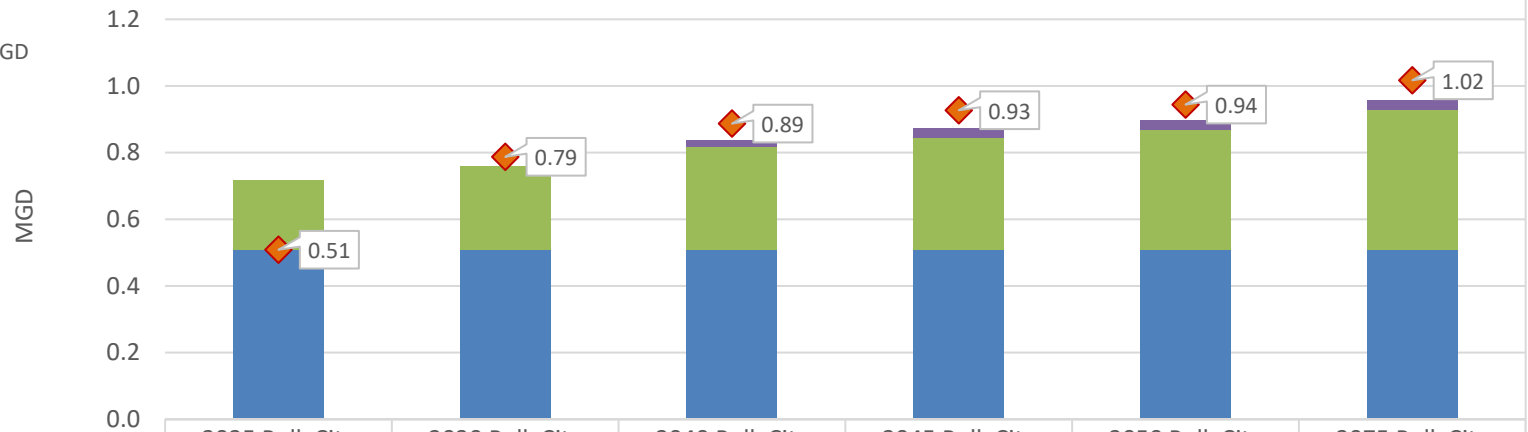
## 8468\_CITY OF POLK CITY (WUP Expires 2034)





# 8468\_CITY OF POLK CITY (WUP Expires 2034)

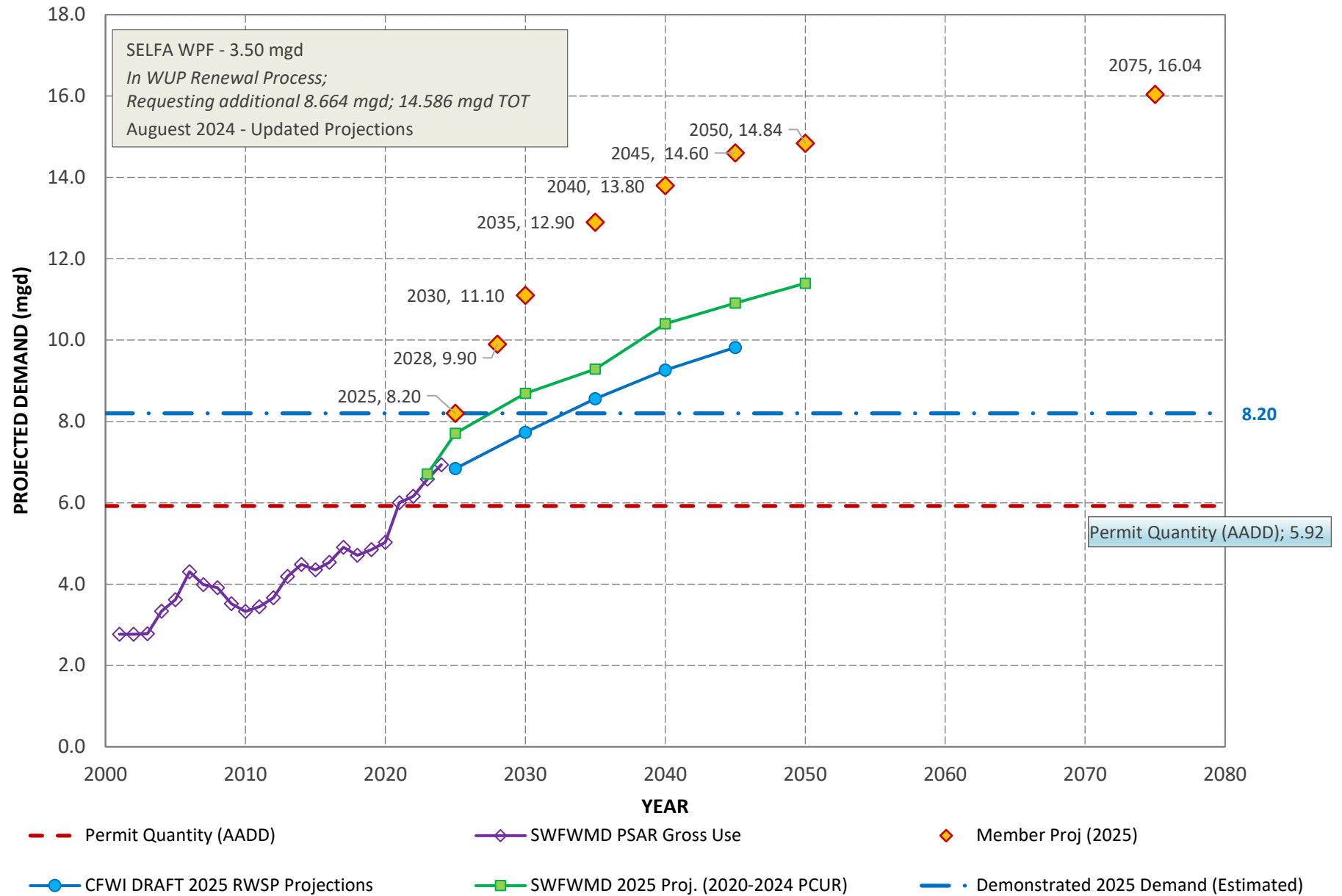
WP IA = 0.03 MGD



PRWC AWS	0	0.00	0.02	0.03	0.03	0.03
Conservation	0.21	0.25	0.31	0.34	0.36	0.42
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	0.51	0.51	0.51	0.51	0.51	0.51
Total Demand	0.51	0.79	0.89	0.93	0.94	1.02



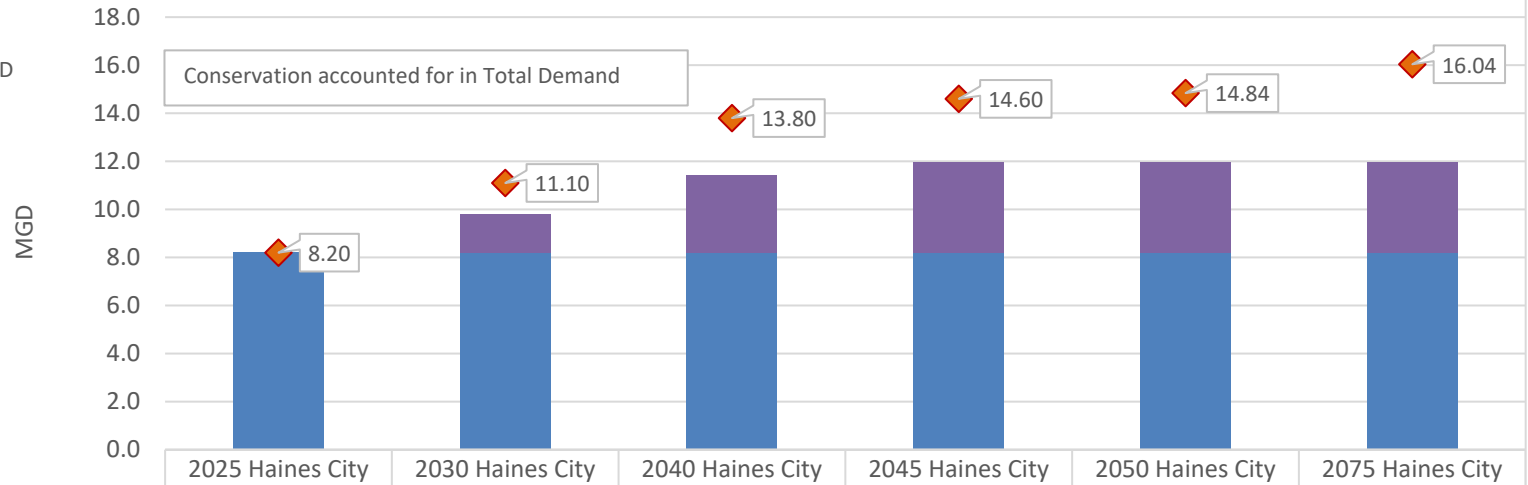
## 8522\_CITY OF HAINES CITY (WUP Expires 2031)





# 8522\_CITY OF HAINES CITY (WUP Expires 2031)

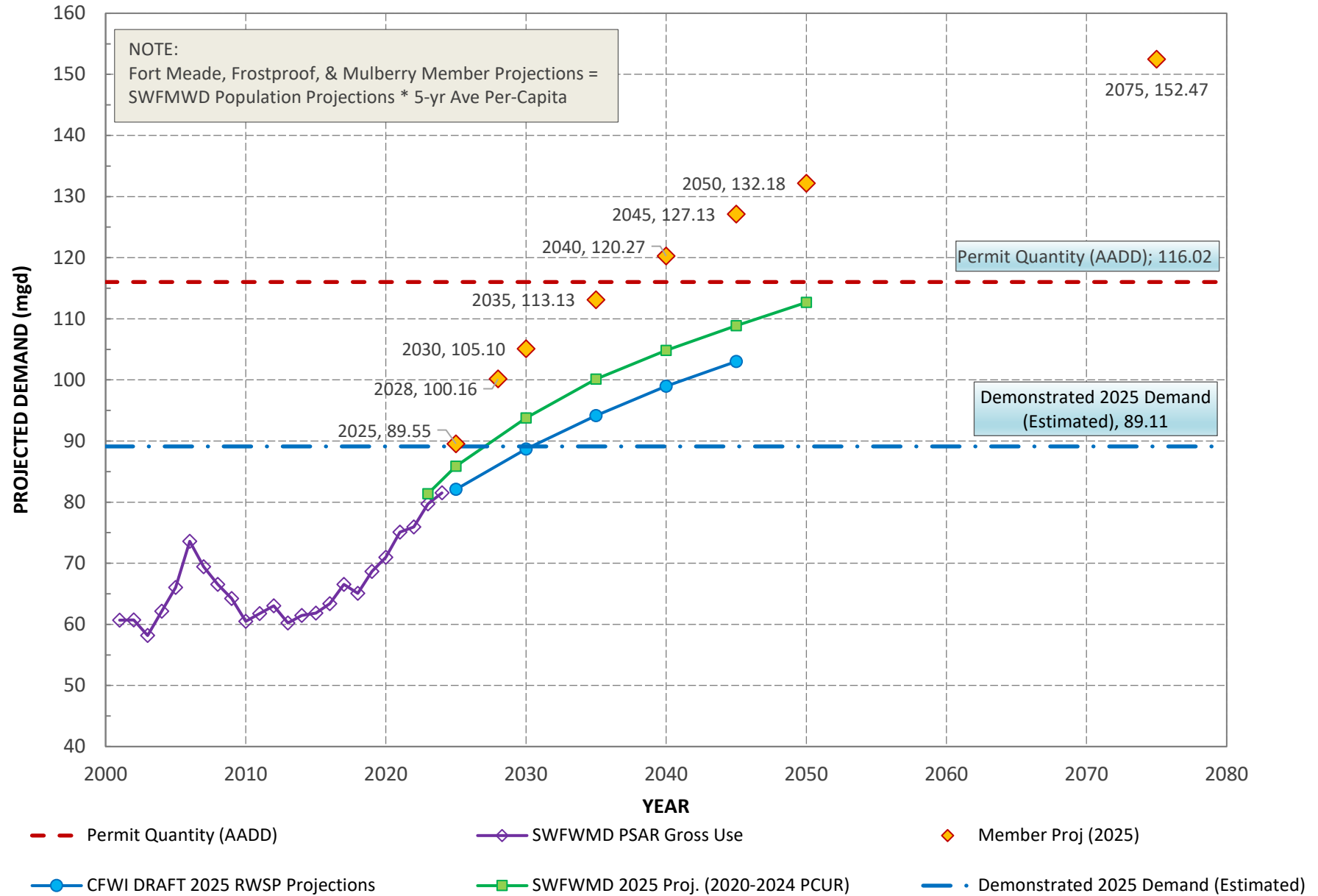
SE IA = 3.50 MGD



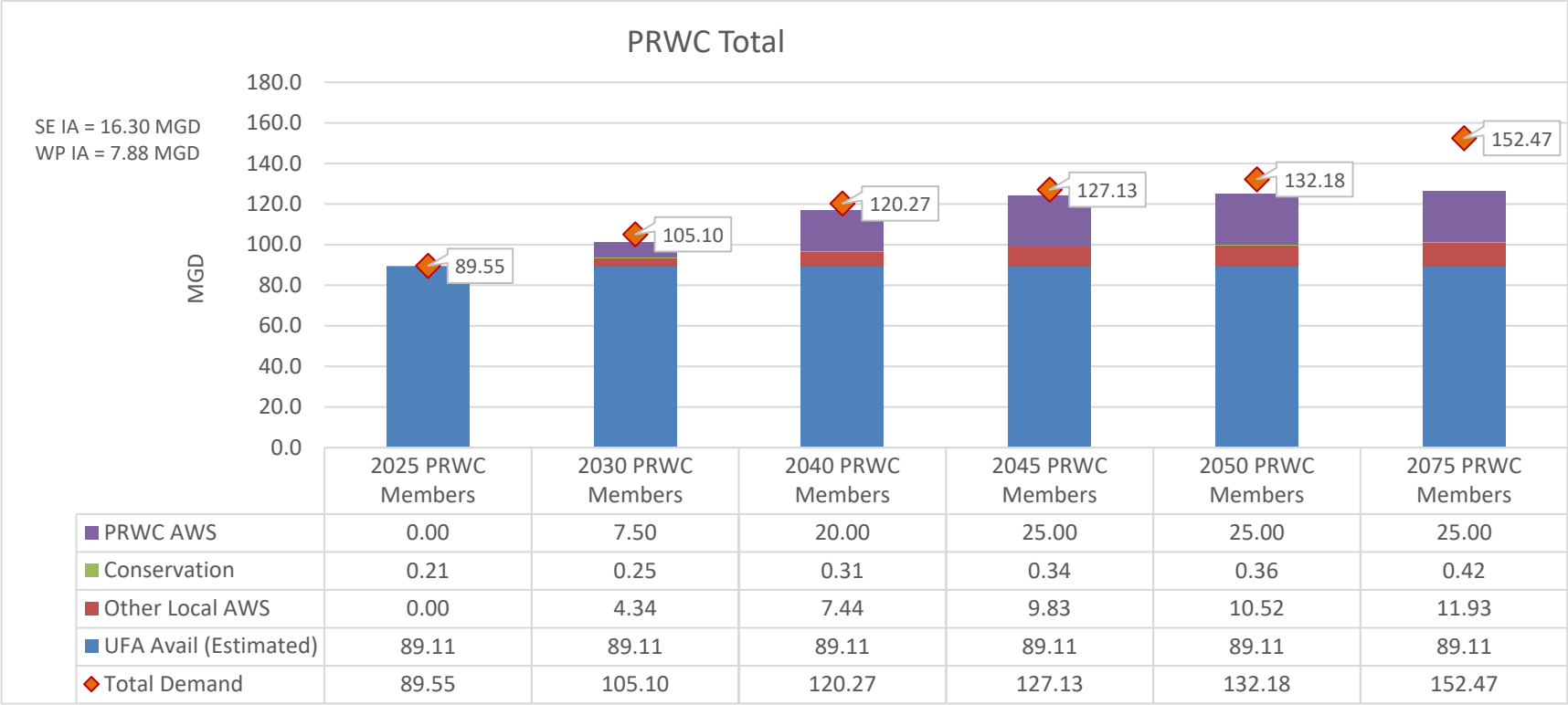
PRWC AWS	0	1.61	3.22	3.76	3.76	3.76
Conservation	0	0	0	0	0	0
Other Local AWS	0	0	0	0	0	0
UFA Avail (Estimated)	8.20	8.20	8.20	8.20	8.20	8.20
Total Demand	8.20	11.10	13.80	14.60	14.84	16.04



## PRWC Projections









---

Agenda Item G.1.

11/19/2025

---

## **SUBJECT**

Election of Chairman, Vice-Chairman, and Secretary for the PRWC Combined Projects Board of Directors - FY2026 (Action)

## **DESCRIPTION**

The Polk Regional Water Cooperative's (PRWC) Formation Interlocal Agreement and the Implementation Agreements have essentially the same provisions regarding Board of Director's (BOD) officers. Both the Project Boards and the Regular BOD elect the Chairman, Vice-Chairman, and Secretary/Treasurer to serve for a term of one year starting October 1. Each officer may serve two consecutive one-year terms, if re-elected. The Chairman shall be rotated at the end of each term so that the Vice-Chairman shall replace the Chairman, unless the Chairman is re-elected to a second consecutive one-year term and a new Vice-Chairman and Secretary/Treasurer shall be elected each year.

The Chairman of the PRWC Combined Projects BOD is Bill Mutz (Lakeland). The Vice-Chairman is Nathaniel Birdsong (Winter Haven) and the Secretary/Treasurer is Mac Fuller (Lake Alfred). Chairman Mutz will be leaving the Lakeland City Commission so is no longer eligible to continue as PRWC Chairman. Therefore, under the Interlocal Agreement, the current Vice-Chairman (Nathaniel Birdsong) will become the Chairman, the Secretary/Treasurer (Mac Fuller) will become the Vice-Chairman, and a new Secretary Treasurer will need to be elected.

At the September 17, 2025 BOD meeting the Board approved a delay in elections from the September Board to the November 19, 2025 Board meeting to coincide with the November general election schedule.

## **RECOMMENDATION**

Request the BOD to elect a Chairman, Vice-Chairman and Secretary/Treasurer for FY2026 (beginning December 1, 2025 through September 30, 2026).

## **FISCAL IMPACT**

No fiscal impact.

## **CONTACT INFORMATION**

Eric DeHaven

Ed de la Parte



---

Agenda Item G.2.

11/19/2025

---

## **SUBJECT**

Alafia River Alternative Water Supply Project Update (Information)

## **DESCRIPTION**

The 2017 Phase 2 Implementation Agreement Engineers Report established the top priorities for alternative water supply options in the Polk County region. One of the highest ranked projects was a surface water project that captured flows from the North and South prongs of the Alafia River in Polk County. Initial analysis by TeamOne indicated that up to 15 MGD of long-term annual average surface water flow was available to the PRWC. This project continues to be listed as a future water supply source for the PRWC in both the Central Florida Water Initiative (CFWI) and Southwest Florida Water Management District (SWFWMD) Regional Water Supply Plans. PRWC water supply demand projections indicate that between 14 and 27 MGD of additional alternative water supply, beyond conservation and the Southeast, West Polk Projects, and Peace River/Peace Creek projects, will be needed by 2070. The Alafia River will potentially be a critical option to provide this additional supply.

On March 14, 2025, a meeting was held between Tampa Bay Water (TBW) and the PRWC where TBW provided notice to the PRWC that they intended to apply for a modification to their existing Water Use Permit on the Alafia River. The permit modification will allow TBW to increase their withdrawal from 10% to 19% of river flows after minimum low flow criteria are met. Initial water availability analysis by the PRWC indicates that if the permit modification is granted to Tampa Bay Water, a PRWC water supply project on the Alafia would no longer be viable.

At the April 21, 2025 TBW Board of Directors meeting, TBW staff requested Board approval to submit the permit modification to the SWFWMD. Following staff presentation and comments by the PRWC Executive Director, the TBW Board authorized staff to submit the permit modification request, allowing for a 30-day review/comment time by individual TBW members before submittal. TBW submitted the permit modification application on May 22, 2025.

On June 13, 2025, 21 days after the application was submitted, SWFWMD deemed the TBW application complete, and the Governing Board approved the permit modification on July 22, 2025. The PRWC would have had 21 days in which to file a petition for hearing. However, Tampa Bay Water indicated a willingness to meet with PRWC to resolve this matter. In order to allow additional time for continued discussions between the agencies, the Executive Director directed Mr. de la Parte to file a motion to extend the permit filing deadline through September 30, 2025, which was granted by SWFWMD on July 29, 2025.

The PRWC, SWFWMD, and TBW met on August 5, 2025 to continue discussions on the permit modification and Polk County's need for future alternative water supplies. Additional discussions



occurred through August and on September 3, 2025 TBW notified the PRWC that they were not willing to provide the PRWC future considerations for the Alafia River water associated with the permit modification. In order to protect the PRWC's interests in the Alafia River as a future alternative water supply source for the Polk County region, the PRWC is now moving forward with a formal legal challenge to the TBW permit modification. On September 30, 2025, the PRWC filed a petition for a formal administrative hearing with the District. An Administrative Law Judge has been appointed, and hearing dates have been set for March 4 - 11.

Regarding the PRWC permit application for the remainder of the Alafia River flows, the PRWC submitted an application on June 18, 2025. Unlike TBW, PRWC received a lengthy Request for Additional Information (RAI) on July 18, 2025 to which a response was filed August 22, 2025. The PRWC received a second RAI on September 19, 2025 to which a response is being prepared. A meeting between the District and PRWC was held on November 6, 2025 to discuss the RAI.

### **RECOMMENDATION**

This is an information item, and no action is required by the Board.

### **FISCAL IMPACT**

The legal challenge costs are expected to be \$204,820 through the entry of a recommended order. Funds for the initial tasks are included in the final FY2026 Budget and additional funds will be requested as needed.

### **CONTACT INFORMATION**

Eric DeHaven

Katie Gierok

Ed de la Parte



---

Agenda Item G.3.11/19/2025

---

**SUBJECT**

Combined Projects Future Budget (Information)

**DESCRIPTION**

The PRWC Combined Projects Implementation Agreement was executed by the PRWC members in March 2017 for the purpose implementing approved candidate projects. In 2017 the PRWC identified five candidate projects, four of which (the Southeast and West Polk Lower Floridan aquifer (LFA) projects, the Peace Creek Integrated Surface Water Supply project, and the Peace River Surface Water Supply project) were included in the Agreement. The fifth candidate project is the Alafia River.

To date, the Combined Projects Implementation Agreement has been used to investigate project feasibility and costs, typically to the 30% design level of these four projects under a process known as Phase 1 (Section 8 of the Implementation Agreement - Project Implementation). Once a project has been approved by the PRWC Board of Directors, it enters the construction phase, which is known as Phase 2 and a specific implementation agreement Project Board, and budget is established to handle construction, operation and funding of the project.

Two projects have currently entered Phase 2: 1) the Southeast Lower Floridan Aquifer Wellfield Project, and 2) the West Polk Lower Floridan Aquifer Wellfield Project. An additional two projects are still in Phase 1: 1) The Peace Creek Integrated Surface Water Supply Project and 2) the Upper Peace Surface Water Project. Although it has not been added to the Combined Projects Agreement, the Alafia River is also being assessed as a future alternative water supply source. Additionally, since 2017 several other potential water supply options have come to light.

The current Fiscal Year (FY) 2026 Combined Projects budget only contains funds for the final stages of the West Polk test production well construction (TPW-2). It was originally anticipated additional funds would not be needed for the FY2027 Combined Projects Budget, except to re-pay interest and loan costs. However, over the past 12 months, several existing and new opportunities have emerged that require PRWC investigation and investment including:

- 1) A potential Peace River reservoir feasibility investigation using Mosaic property;
- 2) The need to apply for a Water Use Permit on the Upper Peace River for the Peace River Project due to the Peace River Cooperation Settlement Agreement with the Peace River/Manasota Regional Water Supply Authority. The PRWC needs to apply for a permit by February 26, 2029 under the terms of the settlement;
- 3) A potential investigation of possible water availability at the TECO Polk Power Station;
- 4) The need to begin a five-year Regional Water Supply Planning process;
- 5) Support of the Alafia River Water Use Permit and preliminary design and monitoring work; and
- 6) Funds for other technical items/opportunities that emerge.



In order to adequately investigate these options in fiscal year 2027, PRWC staff would like to budget additional funds in the FY2027 Combined Projects Budget. PRWC staff and consultants will be developing specific budgets for the items listed above and will present these to the PRWC Combined Project Board during the budget process for FY2027.

**RECOMMENDATION**

This is an information item, and no action is required by the Board.

**FISCAL IMPACT**

PRWC staff and consultants will be developing budget costs for the Combined Projects budget over the next several months. It is anticipated that approximately \$1,000,000 will be needed in FY2027 for the identified items.

**CONTACT INFORMATION**

Eric DeHaven



---

Agenda Item G.4.11/19/2025

---

**SUBJECT**

Update on the Development of Minimum Flows for the Upper Peace River and Request to Use Funds for PRWC Technical Review (Action)

**DESCRIPTION**

The PRWC completed the Peace River/Land Use Transition Project (Q133) in May 2023. This project is an alternative water supply feasibility project to use the Peace River as a supply source. The project was co-funded by the Southwest Florida Water Management District (SWFWMD). The final report included a conceptual plan for a surface water intake and water treatment facility on the Peace River south of Fort Meade. The project supply capacity was estimated at up to 28 MGD. Further work on this project was suspended due to the SWFWMD planned minimum flow revision and PRWC's focus upon the Southeast and West Polk Lower Floridan Wellfield Projects. The PRWC BOD approved the suspension at the May 17, 2023 Board of Directors meeting.

SWFWMD is now completing the process of setting revised minimum flows for the Upper Peace River. Minimum flows are defined as limits for water bodies that prevent significant harm to water resources and ecology due to water withdrawals. The next step in the SWFWMD process will be to conduct an independent scientific peer review of its revised minimum flow. SWFWMD will voluntarily subject all scientific and technical data, methodologies, models and assumptions used to support development of minimum flows for the river to technical review. The review will be conducted by a panel of three independent, recognized experts in fields relevant to the development of minimum flows.

Preliminary analysis by the PRWC (TeamOne - Carollo) has indicated that the revised draft minimum flow proposed by SWFWMD would reduce future PRWC withdrawals from approximately 28 MGD to 17 MGD. Because of this expected impact on PRWC's future water supplies, staff would like to retain its own expert to participate in the peer review process and review the technical competence of the proposed minimum flow.

TeamOne has the expertise to perform this review and has provided the PRWC the attached Scope-of-Services for the analysis. The total cost is \$49,828.00 and includes review of the proposed minimum flow report, review of the data analysis done by the District, and participation in the peer review process and presentation to the PRWC Board of Directors on findings (including a recommendation on future steps, if needed).

There are currently no funds budgeted or available within the PRWC budget to support this analysis; PRWC funds are primarily dedicated to the Southeast and West Polk Projects. The most appropriate method to fund the minimum flow review is to utilize member funding through the Combined Projects Budget. This would increase member costs and require a budget amendment. The cost of the



increase to each member is shown in the attached table. If approved, the PRWC will invoice members for these costs by the end of FY2026.

**RECOMMENDATION**

Approve the TeamOne Scope-of-Services - Change Order 9 for review of the SWFWMD revised minimum flow for the Upper Peace River and amend the Combined Projects budget by \$49,828.00 to cover the costs of this work.

**FISCAL IMPACT**

The fiscal impact for the revised Upper Peace River minimum flow technical review and peer review participation is \$49,828.00.

**CONTACT INFORMATION**

Eric DeHaven

Mary Thomas



## Polk Regional Water Cooperative Upper Peace River Minimum Flow Review Costs

	2024 Annual Water Use (MGD)	% of Total 2023 Water Use	Proposed Cost to Member
<b>MEMBER FUNDING COSTS</b>			
Lakeland	23.82	29.51%	\$ 14,703.95
Polk County	19.50	24.16%	\$ 12,037.24
Winter Haven	11.06	13.70%	\$ 6,827.28
Haines City	6.94	8.60%	\$ 4,284.02
Auburndale	6.63	8.21%	\$ 4,092.66
Bartow	3.24	4.01%	\$ 2,000.03
Lake Wales	2.41	2.99%	\$ 1,487.68
Davenport	2.21	2.74%	\$ 1,364.22
Lake Alfred	1.33	1.65%	\$ 821.00
Eagle Lake	0.81	1.00%	\$ 500.01
Dundee	0.80	0.99%	\$ 493.84
Fort Meade	0.64	0.79%	\$ 395.07
Mulberry	0.47	0.58%	\$ 290.13
Polk City	0.44	0.55%	\$ 271.61
Lake Hamilton	0.42	0.52%	\$ 259.26
<b>Subtotal</b>	<b>80.72</b>	<b>100.00%</b>	<b>\$ 49,828.00</b>



# EXHIBIT A (SUPPLEMENT)

## SCOPE OF SERVICES (UPDATE)

*for the*

### Polk Regional Water Cooperative

#### Combined Projects Implementation - Phase 1 - Change Order 9

#### Background

The South Florida Water Management District, the Southwest Florida Water Management District, and the St. Johns River Water Management District have individually and collectively determined that groundwater from the Upper Floridan Aquifer, the traditional public water supply source for Central Florida, is a limited resource and cannot meet future public water supply needs in the Central Florida region. In response, the three water management districts partnered with other state agencies, local governments, and private concerns under the auspice of the Central Florida Water Initiative (CFWI). The Polk Regional Water Cooperative (the COOPERATIVE) is the collective Polk County response to the challenges presented by the CFWI.

The COOPERATIVE was created by an inter-local agreement to provide a mechanism for innovative regional cooperation amongst local governments and Polk County. This regional cooperation includes developing, recovering, storing, and supplying water for county or municipal purposes to reduce adverse environmental effects of excessive or improper withdrawals of water from concentrated areas. The intent of the COOPERATIVE is to encourage the development of fully integrated robust public water supply systems comprised of diverse sources managed in a manner that take full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems, which maximize the use of Alternative Water Supplies to the greatest extent practicable.

The COOPERATIVE selected a consultant team led by Carollo Engineers, Inc. (collectively called TeamOne) (CONSULTANT) to develop the four approved water supply projects. Those projects are:

1. Southeast Water Production Facility (SEWPF) and Lower Floridan Aquifer Wellfield
2. Peace Creek Integrated Water Supply Project (PCIWSP)
3. West Polk Water Production Facility (WPWPF) and Lower Floridan Aquifer Wellfield
4. Peace River and Land Use Transition (PRLUT)

These projects are in various stages of development. To preserve the long-term availability of alternative water supply to Polk County, COOPERATIVE desires to review and provide feedback on the Upper Peace River MFL peer review process. The COOPERATIVE has requested support from the CONSULTANT in this review.

The following describes the scope of services. The estimated fees are included as **Attachment A**.



## Upper Peace River Minimum Flow and Level (MFL) Peer Review

SWFWMD is in the process of conducting an independent scientific peer review of its proposed MFLs for the Upper Peace River. SWFWMD plans to voluntarily subject all scientific and technical data, methodologies, models and assumptions used to support development of minimum flows for the Upper Peace River to independent scientific peer review. The review will be conducted by a panel of three independent, recognized experts in fields relevant to the development of minimum flows.

The COOPERATIVE has expressed an interest in providing input to the Upper Peace River MFL peer review. Preliminary assessments indicate that the revised draft Minimum Flow proposed by SWFWMD would reduce any future COOPERATIVE's withdrawals on the Peace River from approximately 28 MGD to 17 MGD. The following tasks are proposed to support the PRWC in a review of the underlying science used by the District to establish the draft Upper Peace River MFL.

### Task 1 Obtain District Draft MFL Document and Supporting Data

CONSULTANT will obtain the SWFWMD draft document and any other available documentation or information that has been used to derive the draft Upper Peace River MFL. CONSULTANT will also request data used by SWFWMD to establish the MFL including any flow, water quality, stream, habitat, floodplain, fish, macroinvertebrate, and GIS data.

### Task 2 Review Draft MFL Document

CONSULTANT will review the draft MFL document focusing on the SWFWMD's objective and whether the work reported achieves those objectives. This will entail review of the Water Resources Values (WRVs) that were used to establish the draft MFL. CONSULTANT will evaluate whether SWFWMD has used the data provided in Task 1 defensibly for the draft MFL development. CONSULTANT will also review the documentation of the hydrologic modeling completed to support the draft MFL document. Of specific interest is the ability of the MFL to protect both in-channel, riparian, and flood plain habitats.

### Task 3 Peer Review Meetings

CONSULTANT will attend virtual meetings that SWFWMD conducts with the independent peer review panel. Meetings may include but are not limited to a kick-off meeting, draft MFL presentations and independent peer review panel discussions.

### Task 4 Board Presentation

CONSULTANT will develop a presentation providing an overview of the findings and recommendations generated upon the completion of Tasks 1, 2, and 3.

### Task 5 Project Management and Administration

CONSULTANT will prepare routine project status communications for the COOPERATIVE,



including ongoing schedule and financial tracking for all activities performed by the CONSULTANT team and monthly project invoicing.

## DELIVERABLES

- Up to 5 review report meetings with COOPERATIVE.
- One Board presentation

## Consultant Responsibilities

All CONSULTANT Responsibilities identified in Exhibit B of the Combined Projects Implementation – Phase 1 Agreement apply to this Exhibit A (Supplement).

## Assumptions Made in Scope Development

All assumptions identified in Exhibit B of the Combined Projects Implementation – Phase 1 Agreement apply to this Exhibit A (Supplement).

## Compensation

CONSULTANT will provide the scope of services identified herein on a time and expenses basis up to a not-to-exceed cost of \$49,828. Direct costs incurred related to completion of this scope of services including travel, copying, shipping, per diem, computer and equipment charges, car rental and lodging are included in the hourly rates provided in the CONSULTANT's Fee Schedule. Other expenses, if incurred and approved by COOPERATIVE will be billed at cost. A summary of labor costs is included in Attachment A.

Invoices will be submitted monthly in accordance with the Combined Projects Implementation – Phase 1 Agreement between the COOPERATIVE AND CONSULTANT.

## Schedule

CONSULTANT shall proceed with performing the service identified herein immediately upon receipt of an executed written contract or task order from the COOPERATIVE. The estimated time to complete this task is dependent upon the SWFWMD's peer review schedule, but is expected to last up to 12 months.



## Attachment A (Fee Proposal)

Task No.	Polk Regional Water Cooperative	Senior Professional I	Professional III	Assistant Professional II	Assistant Professional I	Administration Assistant II	Total Carollo Hours	Total Carollo Cost	Subconsultant (ESA)	Total Cost
<b>Upper Peace River MFL Peer Review</b>										
	Labor Rate	285.00	240.00	173.00	153.00	93.00				
1	Obtain District Draft MFL Document and Supporting	2	4				6	\$ 1,530	\$ 3,523	\$5,053.00
2	Review Draft MFL Document	16	4				20	\$ 5,520	\$ 9,089	\$14,609.00
3	Peer Review Meetings	12	10				22	\$ 5,820	\$ 10,980	\$16,800.00
4	Board Meeting	6	2				8	\$ 2,190	\$ 5,566	\$7,756.00
5	Project Management and Administration	6	2				8	\$ 2,190	\$ 3,420	\$5,610.00
	<b>TOTAL PROJECT HOURS</b>	42	22	0	0	0	64	\$ 17,250	\$ 32,578	\$49,828.00
	<b>TOTAL PROJECT COSTS</b>	11,970	5,280	0	0	0	64			<b>\$49,828.00</b>



---

Agenda Item H.1.

11/19/2025

---

## **SUBJECT**

Election of Chairman, Vice-Chairman, and Secretary for the PRWC Southeast Wellfield Project Board of Directors for FY2026 (Action)

## **DESCRIPTION**

The Polk Regional Water Cooperative's (PRWC) Formation Interlocal Agreement and the Implementation Agreements have essentially the same provisions regarding Board of Director's (BOD) officers. Both the Regular Cooperative Board, Combined Projects Board, Southeast Wellfield Project Board, and the West Polk Project Board elect a Chairman, Vice-Chairman, and Secretary/Treasurer to serve for a term of one year. Each officer may serve two consecutive one-year terms, if re-elected. The Chairman shall be rotated at the end of each term so that the Vice-Chairman shall replace the Chairman, unless the Chairman is re-elected to a second consecutive one-year term and a new Vice-Chairman and Secretary/Treasurer shall be elected each year.

The current Chairman on the PRWC Southeast Wellfield Project BOD is Nathaniel Birdsong (Winter Haven), the Vice-Chairman is Keith Cowie (Auburndale), and the Secretary/Treasurer position is Trish Pfeiffer (Bartow). Under the Interlocal Agreement the Chairman and Vice-Chairman have served two consecutive one-year terms and are no longer eligible to retain their positions. The Secretary/Treasurer (Trish Pfeiffer) can be rotated to the Chairman and a new Vice-Chairman and Secretary/Treasurer will need to be elected.

At the September 17, 2025 BOD meeting the Board approved a delay in elections from the September Board to the November 19, 2025 Board meeting to coincide with the November general election schedule.

## **RECOMMENDATION**

Request the BOD to elect a Chairman, Vice-Chairman and Secretary/Treasurer for FY2026 (beginning December 1, 2025 through September 30, 2026).

## **FISCAL IMPACT**

No fiscal impact.

## **CONTACT INFORMATION**

Eric DeHaven

Ed de la Parte



---

Agenda Item H.2.

11/19/2025

---

## **SUBJECT**

Approve Resolution 2025-34 for the SRF Construction Loan Agreement DW532003 for Construction of the Southeast Wellfield Project (Action)

## **DESCRIPTION**

On March 24, 2025 the FDEP published notice of final agency action for the State Revolving Fund Program (SRF) and awarded the PRWC \$14,000,000 in construction funds for the Southeast Wellfield Project. The award also includes \$2,456,153 in principal forgiveness. On June 3, 2025 the PRWC submitted the application to FDEP SRF for use of these funds. At the July 30, 2025 PRWC Board of Directors meeting the Board approved Resolution 2025-22 authorizing the PRWC to apply for an SRF loan to assist in financing the Southeast Wellfield Water Production Facility construction. On August 13, 2025 the FDEP awarded the PRWC an additional \$30,000,000 in funding with an additional \$4,081,995 in principal forgiveness.

The FDEP and the PRWC have now agreed to the loan terms for a total loan amount of \$44,000,000 with an estimated \$6,538,148 in loan forgiveness. The financing rate is 1.85% per year with a 20-year loan term.

The attached Resolution 2025-34 is presented to the PRWC Board of Directors to approve the SRF Construction Loan Agreement DW532003. These funds will be used for the Southeast Wellfield Water Production Facility. This loan agreement completes the financing of the Southeast Project to due the higher than anticipated construction costs, as well as the expected change in the Southwest Florida Water Management District's grant disbursement schedule.

## **RECOMMENDATION**

Adopt Resolution 2025-34 to authorize SRF Construction Loan DW532003 for the Southeast Wellfield Project.

## **FISCAL IMPACT**

The total loan amount is \$44,000,000 with \$6,538,148 in principal forgiveness.

## **CONTACT INFORMATION**

Julie Santamaria

Eric DeHaven



## POLK REGIONAL WATER COOPERATIVE

### Resolution 2025-34

**A RESOLUTION OF THE POLK REGIONAL COOPERATIVE, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, RELATING TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING A LOAN OF UP TO \$44,000,000.00; APPROVING THE FORM OF THE LOAN AGREEMENTS; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; DELEGATING CERTAIN MATTERS TO THE CHAIRMAN OR THE VICE CHAIRMAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE**

The Board of Directors of 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**, Florida Statutes provide for the State of Florida Department of Environmental Protection (“Department”) Drinking Water State Revolving Fund (“SRF”) to make loans to local government agencies to finance the construction of drinking water facilities; and

**WHEREAS**, Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with the loan program requirements, and to enter into a loan agreement; and

**WHEREAS**, on July 30, 2025, the Cooperative Board of Directors approved Resolution 2025-23 authorizing staff to apply to the Department for an SRF Loan in the amount \$44,000,000.00 additional funding the construction of a 7.5 million gallon per day water production facility and associated raw water pipelines for the Southeast Wellfield (the “Project”); and

**WHEREAS**, the State Revolving Fund loan priority list designates Project No. DW532003 as eligible for available funding in the amount of \$44,000,000.00 for the work described above; and

**WHEREAS**, the loan is secured as a Bond under Resolution No. 2022-05 adopted by the Cooperative Board of Directors on July 13, 2022, as amended and supplemented (the “Master Bond Resolution”); and

**WHEREAS**, the Cooperative intends to enter into the Loan Agreement in substantially the form attached hereto as **Exhibit “A”** (the “Loan Agreement”) for financing the activities associated with this Project.



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE POLK REGIONAL WATER COOPERATIVE AS FOLLOWS:**

**Section 1.** The foregoing findings are incorporated herein by reference and made a part hereof.

**Section 2.** The Cooperative is authorized to pledge for the repayment of the loan, and hereby reaffirms the pledge of, the “Pledged Revenues” as defined in the Master Bond Resolution on a parity with Bonds (as defined in the Master Bond Resolution) issued thereunder in accordance with the thereof. Such Pledged Revenues include the payments project participants of the Southeast Wellfield are obligated to make to the Cooperative under the Second Amended and Restated Implementation Agreement (Southeast Wellfield), July 21, 2022, as amended from time to time (“Implementation Agreement”). The loan will constitute a Series of Bonds (such capitalized terms are defined in the Master Bond Resolution) issued under the Master Bond Resolution, entitled to all the security and benefits thereof.

**Section 3.** Each of the Chairman and the Vice-Chairman, acting individually, is hereby designated as an authorized representative and signatory of the Cooperative (each an “Authorized Signatory”) to provide the assurances and commitments required by the Loan Agreement.

**Section 4.** The Cooperative is authorized to execute the Loan Agreement with the State Revolving Fund in substantially the form attached hereto as **Exhibit "A"**. The form and terms of Loan Agreement attached hereto and any related documents (collectively, the “Loan Documents”) are hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory executing the same, such approval to be conclusively evidenced by the execution thereof by such Authorized Signatory, and there is hereby delegated to the Authorized Signatories execution of the Loan Agreement. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Cooperative the Loan Documents as provided hereby and the Secretary is hereby authorized to attest any such signatures on any such documents and to affix the Cooperative's seal thereto to the extent required by such documents. All officials and employees of the Cooperative, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the Cooperative as they shall deem necessary or desirable in connection with the loan and the carrying out of the intention of this Resolution, including, without limitation, paying costs related hereto. The Chairman is authorized to delegate responsibility to appropriate Cooperative staff to carry out technical, financial, and administrative activities associated with the Loan Agreement.

**Section 5.** The loan is not secured by the Composite Reserve Account or by any special account in the Reserve Fund.

**Section 6.** The legal authority to incur debt, liabilities or obligations, as necessary to construct this Project consists of Article VIII, Section 1 and 2, Constitution of the State of Florida,



Sections 163.01(7) and 373.713(2), Florida Statutes (2022), Section 2.04 of the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative and Section 15 of the SEWF Implementation Agreement.

**Section 7.** All prior actions of officials and employees of the Cooperative, including, without limitation, the Authorized Signatories, with respect to the loan are hereby ratified, confirmed and approved.

**Section 8.** If a section or portion of a section of this Resolution proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

**Section 9.** The Resolution shall become effective immediately upon its passage and adoption.

DONE at Auburndale, Florida this 19<sup>th</sup> day of November, 2025.

Board of Directors of the Polk Regional Water Cooperative:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary/Treasurer

Approved as to Form:

\_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel



**EXHIBIT A**

**STATE REVOLVING FUND  
LOAN AGREEMENT DW532003  
POLK REGIONAL WATER COOPERATIVE**

[See Attached 33 Pages]



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**POLK REGIONAL WATER COOPERATIVE**

**DRINKING WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT  
DW532003**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000



# DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

CONTENTS	PAGE
ARTICLE I - DEFINITIONS	1
1.01. WORDS AND TERMS.	1
1.02. CORRELATIVE WORDS.	4
ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS	4
2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.	4
2.02. LEGAL AUTHORIZATION.	5
2.03. AUDIT AND MONITORING REQUIREMENTS.	6
ARTICLE III - LOAN REPAYMENT ACCOUNT	8
3.01. LOAN DEBT SERVICE ACCOUNT.	8
3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS	9
3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.	9
3.04. ASSETS HELD IN TRUST.	10
ARTICLE IV - PROJECT INFORMATION	10
4.01. PROJECT CHANGES.	10
4.02. TITLE TO PROJECT SITE.	10
4.03. PERMITS AND APPROVALS.	10
4.04. ENGINEERING SERVICES.	10
4.05. PROHIBITION AGAINST ENCUMBRANCES.	10
4.06. COMPLETION MONEYS.	10
4.07. CLOSE-OUT.	11
4.08. DISBURSEMENTS.	11
ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM	12
5.01. RATE COVERAGE.	12
5.02. NO FREE SERVICE.	12
5.03. NO COMPETING SERVICE.	12
5.04. MAINTENANCE OF THE UTILITY SYSTEM.	12
5.05. ADDITIONS AND MODIFICATIONS.	12
5.06. COLLECTION OF REVENUES.	12
ARTICLE VI - DEFAULTS AND REMEDIES	13
6.01. EVENTS OF DEFAULT.	13
6.02. REMEDIES.	14
6.03. DELAY AND WAIVER.	15
ARTICLE VII - THE PLEDGED REVENUES	15
7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.	15
7.02. ADDITIONAL DEBT OBLIGATIONS.	15
ARTICLE VIII - GENERAL PROVISIONS	16
8.01. DISCHARGE OF OBLIGATIONS.	16



# DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

CONTENTS	PAGE
8.02. PROJECT RECORDS AND STATEMENTS.	16
8.03. ACCESS TO PROJECT SITE.	16
8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.	16
8.05. AMENDMENT OF AGREEMENT.	17
8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.	17
8.07. SEVERABILITY CLAUSE.	17
8.08. USE AS MATCHING FUNDS.	17
8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.	18
8.10. AMERICAN IRON AND STEEL REQUIREMENT.	18
8.11. RESERVED.	19
8.12. RESERVED.	19
8.13. PUBLIC RECORDS ACCESS.	19
8.14. SCRUTINIZED COMPANIES.	19
8.15. SUSPENSION.	20
8.16. CIVIL RIGHTS.	21
8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.	21
ARTICLE IX - CONTRACTS AND INSURANCE	21
9.01. CONTRACTS.	21
9.02. SUBMITTAL OF CONTRACT DOCUMENTS.	22
9.03. INSURANCE REQUIRED.	22
ARTICLE X - DETAILS OF FINANCING	22
10.01. PRINCIPAL AMOUNT OF LOAN.	22
10.02. LOAN SERVICE FEE.	23
10.03. FINANCING RATE.	23
10.04. LOAN TERM.	23
10.05. REPAYMENT SCHEDULE.	23
10.06. PROJECT COSTS.	24
10.07. SCHEDULE.	24
10.08. SPECIAL CONDITION.	25
ARTICLE XI - EXECUTION OF AGREEMENT	26



**DRINKING WATER STATE REVOLVING FUND  
CONSTRUCTION LOAN AGREEMENT  
DW532003**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and POLK REGIONAL WATER COOPERATIVE (Project Sponsor) existing as an independent special district created pursuant to Chapter 189 Florida Statutes, Section 373.1962, Florida Statutes, and the Interlocal Agreement creating the Polk Regional Water Cooperative (“Interlocal Agreement”) entered into on June 1, 2016 pursuant to Chapter 163.01, Florida Statutes. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of public water systems, the planning and design of which have been reviewed by the Department; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Drinking Water Act; and

The Project Sponsor has applied for financing of the Project, and the Department has determined that such Project meets all requirements for a Loan and Principal Forgiveness.

**AGREEMENT**

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this construction loan agreement.
- (2) “Authorized Representative” shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or



savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the Financing Rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(8) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan.

(9) “Gross Revenues” shall mean all income or earnings received by the Project Sponsor pursuant to the Implementation Agreement from the Participants’ ownership or operation of the Participants’ Water System including investment income, all as calculated in accordance with generally accepted accounting principles.

(10) “Implementation Agreement” shall mean the agreement established on April 19, 2021, and amended and restated on March 16, 2022, as may be amended from time to time, by the Project Sponsor, City of Auburndale, City of Bartow, City of Fort Meade, City of Lake Alfred, City of Lakeland, City of Mulberry, City of Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton, and Polk County.

(11) “Interlocal Agreement” shall mean the agreement established on June 1, 2016 by the following members: City of Auburndale, City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, City of Frostproof, City of Haines City, City of Lake Alfred, City of Lakeland, City of Lake Wales, City of Mulberry, City of Polk City, City of Winter Haven, Town of Dundee and Town of Lake Hamilton and Polk County, a charter county and political subdivision of the State of Florida.

(12) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(13) “Loan Application” shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(14) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purposes set forth in Section 3.01.

(15) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(16) “Local Governmental Entity” means a county, municipality, or special district.



(17) “Master Bond Resolution” shall mean the Polk Regional Water Cooperative Resolution No. 2022-05 providing for the issuance of water revenue bonds, additional bonds, and payment of such bonds, as well as guarantee of repayment of this loan, from revenues as specified within the resolution.

(18) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(19) “Net Revenues” means Gross Revenues less Operation and Maintenance Expenses.

(20) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(21) “Participants” shall mean the Project Participants as defined in the Implementation Agreement.

(22) “Parity Debt” shall mean the following debt obligations issued that are on an equal commercial lien position with this Loan:

(a) Polk Regional Water Cooperative, Water Revenue Bonds, Series 2023C, issued in the amount of \$154,338,308.00 pursuant to Resolution No. 2022-05, as amended by Resolution 2023-09 and Resolution 2023-11 as supplemented by Resolution 2023-02; and

(b) Polk Regional Water Cooperative, Water Revenue Bonds, Series 2023D issued in the amount of \$222,802,928.00 and Water Revenue Bonds, Series 2023E, issued in the amount of \$82,996,513, pursuant to Resolution No. 2022-05, as amended by Resolution No. 2023-09.

(c) Polk Regional Water Cooperative, Water System Revolving Revenue Note, Series 2025A and Revolving Revenue Note, Series 2025B (Federally Taxable), issued in the amount of \$10,000,000, pursuant to Resolution No. 2022-05, as amended by Resolution No. 2023-09, as supplemented by Resolution No. 2025-04.

(d) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(23) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Project Sponsor’s Net Revenues allocable to the Debt Service Cost under the Project Sponsor’s Master Bond Resolution.

(24) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(25) “Project” shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the water production facility and associated raw water pipeline in accordance with the plans and specifications accepted by the Department for the “Southeast Lower Floridian Aquifer Water Production Facility” contract.



The Project is in agreement with the planning documentation accepted by the Department effective June 29, 2020. A Florida Finding of No Significant Impact was published on June 19, 2020 and no adverse comments were received.

(26) “Semiannual Loan Payment” shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(27) “Utility System” shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(28) “Water System” shall mean all facilities owned by a Participant for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Project Sponsor knows of no reason why any future required permits or approvals are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the



Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(8) The Project Sponsor shall maintain records using generally accepted accounting principles generally consistent with the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accurate records of all revenues, expenses, and expenditures relating to the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) The Project Sponsor hereby confirms that the Department is a third party beneficiary of the Implementation Agreement pursuant to Section 27 thereof. The Project Sponsor shall deliver to the Department a copy of any executed amendment, modification or supplement to the Implementation Agreement promptly after the execution thereof.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use this Loan for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Project Sponsor agrees to construct the Project in accordance with the Project schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Project Sponsor covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and



(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$44,000,000	140129

(2) Audits.

(a) In the event that the Project Sponsor expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Project Sponsor, the Project Sponsor must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Project Sponsor 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.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Project Sponsor shall ensure that the audit complies with the requirements of Section 215.97(7), 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.

(c) If the Project Sponsor expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the \$750,000 threshold has not been met. In the event that the Project Sponsor 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 Project Sponsor's resources obtained from other than State entities).



(d) The Project Sponsor is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Project Sponsor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

or

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Project Sponsor directly to the Department at either of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General  
3900 Commonwealth Boulevard, MS 40  
Tallahassee, Florida 32399-3123

or



Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor 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 Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

### ARTICLE III - LOAN REPAYMENT ACCOUNT

#### 3.01. LOAN DEBT SERVICE ACCOUNT.

(1) General Provisions. The Project Sponsor shall establish a Loan Debt Service Account with a Depository for the purposes set forth in this section. Moneys in the Loan Debt Service Account shall be kept separate and apart from all other funds and accounts of the Project Sponsor. All such funds shall be and constitute trust funds for such purposes, and there is hereby created a lien upon such funds in favor of the Department, such other pari-passu liens approved in writing by the Department, and so long as the Project Sponsor has not adopted a master bond resolution,



and the holders of bonds and other parity obligations of the Project Sponsor, until such funds are applied as herein provided. Any funds on deposit in the Loan Debt Service Account that, in the opinion of the Project Sponsor, are not immediately necessary for expenditure, as herein provided, may be invested and reinvested in investments that are lawfully permitted and that shall mature or be redeemable at not less than par on or before the dates on which such funds are estimated to be needed. All income derived from investment of funds in the Loan Debt Service Account shall be deposited therein and shall be used to as provided herein. Moneys in the Loan Debt Service Account shall be secured at all times in the manner prescribed by the laws of the State relating to the securing of public funds and as may be provided by resolution of the Project Sponsor.

(2) RESERVED.

(3) Deposits Pursuant to the Master Bond Resolution. All Gross Revenues received by the Project Sponsor from Participants, including Debt Service Costs, shall be deposited as provided for by the Master Bond Resolution, except for the required Monthly Loan Deposits which the Project Sponsor shall deposit into the Loan Debt Service Account. Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's Authorized Representative shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues. All Gross Revenues received by the Project Sponsor from Participants, including Debt Service Costs, shall be deposited as provided in Master Bond Resolution, and the Project Sponsor shall only deposit the Monthly Loan Deposits into the Loan Debt Service Account.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments and the payments described in Section 3.01. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit and other payment requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the purposes set forth in Section 3.01.



### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge as set forth in Section 3.01.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

### 4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

### 4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

### 4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

### 4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured. The Project Sponsor may be required to reimburse the Department for the Principal Forgiveness funded cost of any such part, taking into consideration any increase or decrease in value.

### 4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department



to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

#### 4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

#### 4.08. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred construction costs and related services.

Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.



## ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

### 5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

### 5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Project Sponsor's schedule of rates, fees, and charges as provided for in the Implementation Agreement.

### 5.03. NO COMPETING SERVICE.

The Project Sponsor shall take action to ensure the Participants shall not allow any person to provide any services which would compete with their Water System, to the extent permitted by law, so as to materially adversely affect Gross Revenues or as otherwise provided by the Participants bond resolution or ordinance; provided, however, that this subsection shall not affect the vested rights of any persons, firms, or corporations now owning or operating such facilities; further provided that this provision shall not be deemed to require a Participant to provide service where to do so would be uneconomical.

### 5.04. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System and shall take action to ensure the Participants shall operate and maintain their Water Systems, all in a proper, sound and economical manner and the Project Sponsor and the Participants shall make all necessary repairs, renewals and replacements to their respective systems.

### 5.05. ADDITIONS AND MODIFICATIONS.

The Project Sponsor is not required under the Implementation Agreement from prohibiting the Participants from making any additions, modifications or improvements to their Water System which they deem desirable and which do not materially reduce the operational integrity of any part of their Water System. All such renewals, replacements, additions, modifications and improvements shall become part of the Participants' Water System.

### 5.06. COLLECTION OF REVENUES.

The Project Sponsor shall take action to ensure the Participants shall use their best efforts to collect all rates, fees and other charges due to them. The Project Sponsor shall ensure that the Participants shall establish liens on premises served by their Water System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall ensure the Participants shall, to the full extent permitted by law, cause to discontinue the services of the Water System and use their best efforts to shut off waterservice furnished to persons who are delinquent beyond customary grace periods (or repayment plans or



deferrals) in the payment of Water System rates, fees and other charges. This section shall not require action during a state of emergency.

## ARTICLE VI - DEFAULTS AND REMEDIES

### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as otherwise provided in Section 6.01 failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Project Sponsor by the Department or the Suspension of this Agreement by the Department pursuant to Section 8.11 below.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the subject Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.



(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of an Event of Default or default that with the passage of time or the giving of notice, or both, would be an Event of Default, hereunder, to the Department and such failure shall continue for a period of 30 days.

#### 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges and apply the revenues as provided herein.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution or State law. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due with interest on overdue payments together



with all costs of collection, including attorneys' fees.

(8) By increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate for a default under Subsection 6.01(1).

(9) Make demand upon Guarantors' for amounts due up to the guaranteed amount specified in their guaranty agreement.

#### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

### ARTICLE VII - THE PLEDGED REVENUES

#### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority subject to Section 7.02, and Parity Debt will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

#### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.



## ARTICLE VIII - GENERAL PROVISIONS

### 8.01. DISCHARGE OF OBLIGATIONS.

The Department consents to the issuance of this Loan as a senior lien obligation pursuant to Section 7.02 of the Drinking Water State Revolving Fund Design Loan Agreement DW532001 dated August 9, 2022 (the “SE Wellfield Agreement”) and Drinking Water State Revolving Fund Design Loan Agreement DW532002 dated March 1, 2023 (the “WP Wellfield Agreement”) between the Department and the Project Sponsor. The Department and the Project Sponsor agree that the Loan hereunder shall be an Additional Bond under the Master Bond Resolution. The Department, in connection with the issuance of the Loan hereunder and as the sole holder of all obligations outstanding under the Master Bond Resolution, agrees to waive the requirements under Section 12.02 of the Master Bond Resolution for the issuance of Additional Bonds. The parties agree that the loan under the SE Wellfield Agreement is also an Additional Bond under the Master Bond Resolution.

All Semiannual Loan payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

### 8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.



#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw on the Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. USE AS MATCHING FUNDS.

The EPA provided a class deviation from the Provisions of 40 CFR 35.3125(b)(1) to allow these second-tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.



#### 8.09. DAVIS-BACON AND RELATED ACTS REQUIREMENTS.

(1) The Project Sponsor shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Project Sponsors shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Project Sponsor must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Project Sponsor shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Project Sponsor shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Project Sponsors must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Project Sponsor shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Project Sponsor shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Project Sponsors must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm> and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: <https://www.epa.gov/grants/davis-bacon-and-related-acts-dbra>.

#### 8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Project Sponsor's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Project Sponsor has obtained a waiver pertaining to the Project or the Department has advised the Project Sponsor that the requirement is not applicable to the Project.



8.11. RESERVED.

8.12. RESERVED.

8.13. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

8.14. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are 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 Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false



certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized 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.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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

#### 8.15. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

- (1) The Project Sponsor abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.



#### 8.16. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness 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.

### ARTICLE IX - CONTRACTS AND INSURANCE

#### 9.01. CONTRACTS.

(1) The following documentation is required to receive the Department's authorization to award construction contracts:

- (a) Proof of advertising.
- (b) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).
- (c) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.
- (d) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.
- (e) Certification that the Project Sponsor and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.
- (f) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Project Sponsor by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.



## 9.02. SUBMITTAL OF CONTRACT DOCUMENTS.

(1) After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit the following documents:

- (a) Contractor insurance certifications.
- (b) Executed Contract(s).
- (c) Notices to proceed with construction.

(2) After the Project Sponsor has awarded the professional services contract(s), the Project Sponsor shall submit the following documents:

- (a) Executed Contract(s).
- (b) Professional Services Procurement Certification.

## 9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

## ARTICLE X - DETAILS OF FINANCING

### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$44,000,000. Of that, the estimated amount of Principal Forgiveness is \$6,538,148. The estimated principal amount of the Loan to be repaid is \$38,647,652, which consists of \$37,461,852 to be disbursed to the Project Sponsor and \$1,185,800 of Capitalized Interest.

Capitalized Interest is not disbursed to the Project Sponsor, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.



This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-552 of the Florida Administrative Code.

#### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is \$880,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$44,000,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Project Sponsor shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

#### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 1.85 percent per annum. However, if this Agreement is not executed by the Project Sponsor and returned to the Department before October 1, 2025, the Financing Rate may be adjusted.

#### 10.04. LOAN TERM.

The Loan term shall be 20 years.

#### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and the Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$1,186,767 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on August 15, 2029 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.



The Semiannual Loan Payment amount is based on the total amount to be repaid of \$39,527,652, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

#### 10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The Project Sponsor agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS (\$)	AUTHORIZED LOAN AMOUNT(\$) TO DATE
Construction and Demolition	214,454,324	<i>Line items may</i>
Less SWFWMD Funding	(84,454,324)	<i>vary based on</i>
SUBTOTAL (Disbursable Amount)	130,000,000	<i>Actual Disbursements</i>
Less Principal Forgiveness	(18,239,866)	
SUBTOTAL (Loan Amount)	111,760,134	44,000,000
Capitalized Interest	1,185,800	(6,538,148)
TOTAL (Loan Principal Amount)	112,945,934	37,461,852
		1,185,800
		38,647,652

#### 10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) This Agreement shall be effective on February 12, 2025. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for February 15, 2029.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than February 15, 2029.

(4) The first Semiannual Loan Payment in the amount of \$1,186,767 shall be due August 15, 2029.



10.08. SPECIAL CONDITION.

Prior to execution of this Agreement, a signed copy of the Professional Services Procurement Certification form (CCNA Certification) must be submitted.



ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW532003 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**POLK REGIONAL WATER COOPERATIVE**

\_\_\_\_\_  
Chairman

Attest:

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Attorney

SEAL

for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Date



---

Agenda Item H.3.

11/19/2025

---

## **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. 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.4.11/19/2025

---

**SUBJECT**

Adopt Resolution 2025-35 to Amend Resolution 2024-43 Parcel Resolution of Necessity to Replace the Sketch and Legal Description for Parcel 1011 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 Resolutions 2024-34, 2025-05 and 2025-30, the Cooperative Board approved the construction of the SEFLA WPF raw water transmission line as depicted in said resolution and the SETM finished water pipeline as depicted in said resolution as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction. Resolution 2025-35 amends Resolution 2024-43 to correct the sketch and legal description for parcel 1011-PE to consistently reflect the correct easement size across these documents, which originally contained an incorrect easement size in places.

This resolution 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." 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" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

**RECOMMENDATION**

Adopt Resolution 2025-35 to Amend Resolution 2024-43 Parcel Resolution of Necessity to Replace the Sketches and Legal Description for Parcel 1011-PE.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Mark Addison

Ed de la Parte



## **POLK REGIONAL WATER COOPERATIVE**

### **Resolution 2025-35**

#### **PARCEL RESOLUTION OF NECESSITY AMENDING PARCEL RESOLUTION 2024-43 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**, the Interlocal Agreement was approved by a Final Order of the Secretary of the Florida Department of Environmental Protection on September 26, 2023, pursuant to Section 373.713(1), Florida Statutes; 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 Resolutions 2024-34 and 2025-05, the Cooperative Board designated the SELFA WPF and SETM Projects as approved projects pursuant to the Interlocal Agreement and the Implementation Agreement; and



**WHEREAS**, pursuant to Cooperative Resolution 2023-06, as modified by Cooperative Resolutions 2024-34 and 2025-05, 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 non-exclusive permanent easements and 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 Exhibits "A" and "C" of Cooperative Resolution 2024-43, the nature, term and duration of the permanent easement as set forth in Exhibit "B" and the nature, terms and duration of the nonexclusive temporary construction easement as set forth in Exhibit "D" of Cooperative Resolution 2024-43; and

**WHEREAS**, the Cooperative desires to amend Cooperative Resolution 2024-43 to replace the sketch and legal description for Parcel 1011-PE with the sketch and legal description attached hereto as **Exhibit "A"** and to replace the legal description for Parcel 1011-TCE with the sketch and legal description attached hereto as **Exhibit "B."**



**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 sketch and legal description for Parcel 1011-PE in **Exhibit "A"** attached hereto shall henceforth replace the sketch and legal description for Parcel 1011-PE contained in Exhibit "A" to Cooperative Resolution 2024-43.

Section 3. That after consideration of the factors described in the foregoing recitals, the sketch and legal description for Parcel 1011-TCE in **Exhibit "B"** attached hereto shall henceforth replace the sketch and legal description for Parcel 1011-TCE contained in Exhibit "C" to Cooperative Resolution 2024-43.

Section 4. That after consideration of the factors described in the foregoing recitals, the description of the property and interests described as Parcels (1006-PE), (1006-TCE), (1008-PE), (1008-TCE), (1009-PE), (1009-TCE), (1010-PE), (1010-TCE), (1029-PE), (1029-TCE) and (1030-PE) in Exhibits "A" and "C" of Cooperative Resolution 2024-43 and Parcel (1011-PE) in **Exhibit "A"** and Parcel (1011-TCE) in **Exhibit "B"** hereto are ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 5. 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," and "C" of Cooperative Resolution 2024-43 and in **Exhibit "A" and "B"** hereto.

Section 6. 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 7. That this Resolution shall take effect immediately upon its adoption.

Section 8. 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 19<sup>th</sup> day of November, 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 Description**

[See Attached 3 Pages]







DESCRIPTION  
1011-PE

DESCRIPTION:

A parcel of land being a portion of Tract 25, of the plat of FLORIDA DEVELOPMENT COMPANY TRACT, as recorded in Plat Book 3, Pages 60 through 63, and described in Official Records Book 8363, Pages 1761 through 1763, both of the Public Records of Polk County, Florida, located in the Southeast 1/4 of Section 17, Township 27 South, Range 27 East, being more particularly described as follows:

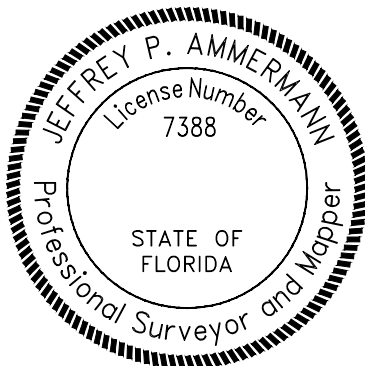
COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 17; thence South 89°48'30" West, along the South line of said Southeast 1/4, and the South line of said Tract 25, a distance of 21.23 feet to the intersection with the West maintained right-of-way line of North 10th Street as depicted in Map Book 7, Pages 207 through 215, Public Records of Polk County, Florida and the POINT OF BEGINNING; thence continue South 89°48'30" West, along said South line, 23.77 feet; thence North 00°21'46" West, 298.00 feet to the North line of the North 34.00 feet of the South 298.00 feet of said Tract 25; thence North 89°48'30" East, along said North line, 22.77 feet to the intersection with said West maintained right-of-way line of North 10th Street; thence South 00°18'19" East, along said West maintained right-of-way line, 70.85 feet; thence South 00°14'53" East, along said West maintained right-of-way line, 100.00 feet; thence South 00°56'08" East, along said West maintained right-of-way line, 127.16 feet to the POINT OF BEGINNING.

Less road right-of-ways.

Said parcel containing 6,812.55 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P

Ammermann

Digitally signed by  
Jeffrey P  
Ammermann

Date: 2025.09.22  
17:37:38 -04'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 2**  
SEE SHEET 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

**PREPARED BY:** CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

**1011-PE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 09/22/2025

**SHEET NO. V-01**

S:\882503\CAD\Survey\KEY SHEET 1\1-10TH STREET\882503-SCC-2024-02-21-10TH-ESM\1S.dwg 1011-PE Sep 22, 2025 5:08pm by: jammermann



**LEGEND:**

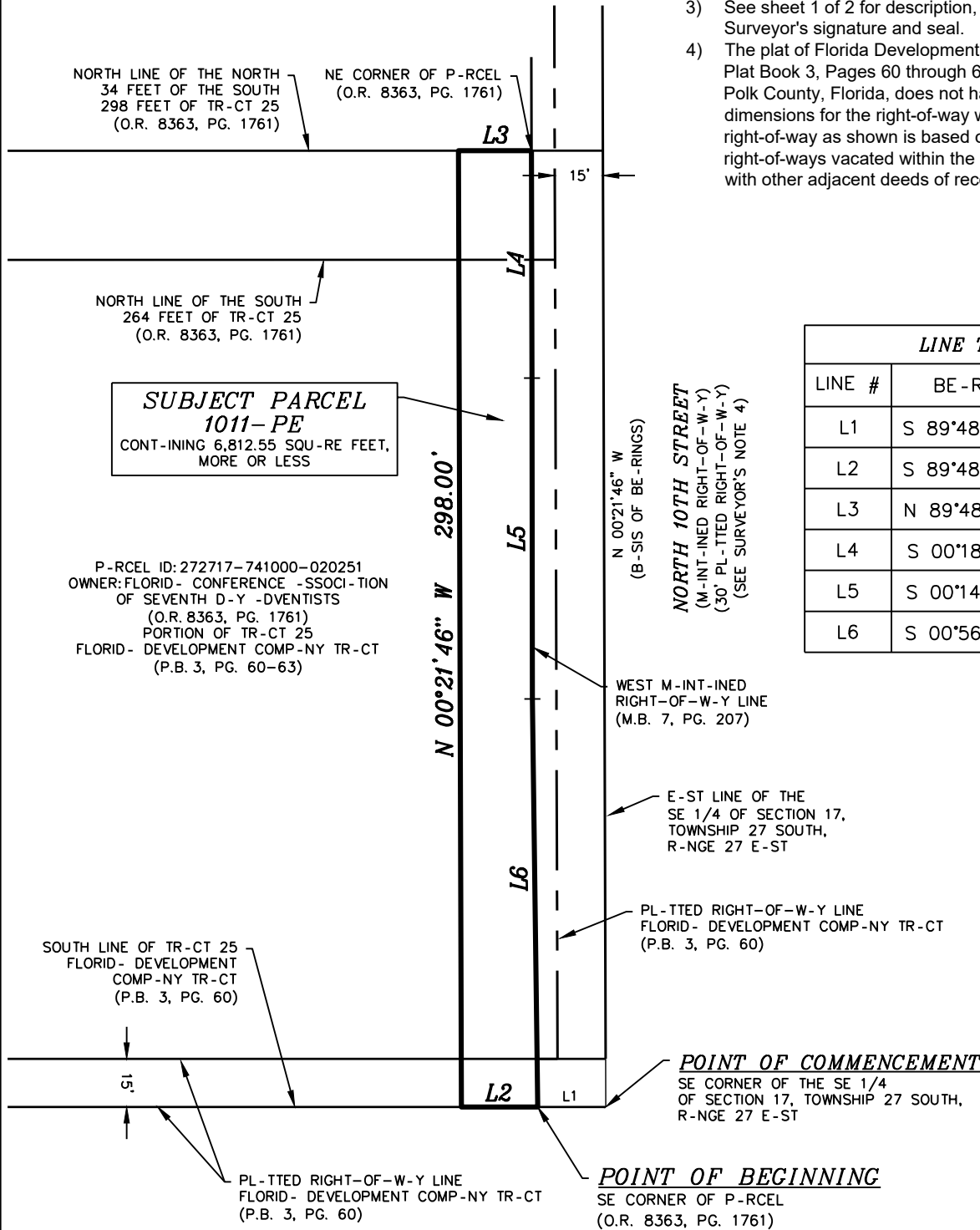
M.B. = M-P BOOK  
P.B. = PL-T BOOK  
PG. = P-GE  
O.R. = OFFICI-L RECORDS BOOK  
ID = IDENTIFIC-TION  
PE = PERM-NENT E-SEMENT  
TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

**DESCRIPTION SKETCH**

1011-PE

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Southeast 1/4 of Section 17, Township 27 South, Range 27 East, Polk County, Florida, being assumed North 00°21'46" West.
- 3) See sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) The plat of Florida Development Co. Tract recorded in Plat Book 3, Pages 60 through 63, Public Records of Polk County, Florida, does not have road names or dimensions for the right-of-way widths. The 30' right-of-way as shown is based on deeds of records for right-of-ways vacated within the limits of the plat along with other adjacent deeds of records along 10th Street.



LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 89°48'30" W	21.23'
L2	S 89°48'30" W	23.77'
L3	N 89°48'30" E	22.77'
L4	S 00°18'19" E	70.85'
L5	S 00°14'53" E	100.00'
L6	S 00°56'08" E	127.16'

SCALE 1"=50'

SHEET 2 OF 2

CS PROJECT: 8825.03

1011-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: 09/22/2025



## **EXHIBIT B**

### **Nonexclusive Temporary Construction Easement Legal Description**

[See Attached 3 Pages]







DESCRIPTION  
1011-TCE

DESCRIPTION:

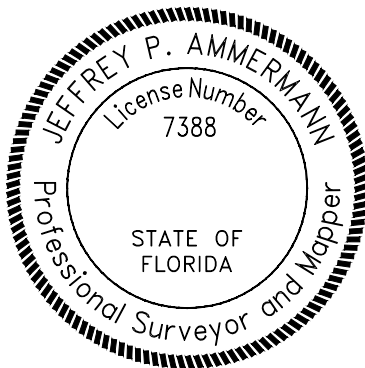
A parcel of land being a portion of Tract 25, of the plat of FLORIDA DEVELOPMENT COMPANY TRACT, as recorded in Plat Book 3, Pages 60 through 63, and described in Official Records Book 8363, Pages 1761 through 1763, both of the Public Records of Polk County, Florida, located in the Southeast 1/4 of Section 17, Township 27 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 of said Section 17; thence South 89°48'30" West, along the South line of said Southeast 1/4, and the South line of said Tract 25, a distance of 21.23 feet to the intersection with the West maintained right-of-way line of North 10th Street as depicted in Map Book 7, Pages 207 through 215, Public Records of Polk County, Florida; thence continue South 89°48'30" West, along said South line, 23.77 feet; thence North 00°21'46" West, 243.00 feet for the POINT OF BEGINNING; thence South 89°48'30" West, 5.00 feet; thence North 00°21'46" West, 55.00 feet to the North line of the North 34.00 feet of the South 298.00 feet of said Tract 25; thence North 89°48'30" East, along said North line, 5.00 feet; thence South 00°21'46" East, 55.00 feet to the POINT OF BEGINNING.

Said parcel containing 275.00 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P  
Ammermann

Digitally signed by  
Jeffrey P Ammermann  
Date: 2025.09.22  
17:39:45 -04'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM  
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 2**  
SEE SHEET 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

**PREPARED BY:** CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

**1011-TCE**

**DRAWN BY:** S. CHILDS

**FIELD BOOK:** — **PAGE:** —

**DATE:** 09/22/2025

**SHEET NO. V-01**

S:\882503\CAD\Survey\KEY SHEET 1\1-10TH STREET\882503-SCC-2024-02-21-10TH-ESM\T.S.dwg 1011-TCE Sep 22, 2025 5:32pm by: jammermann



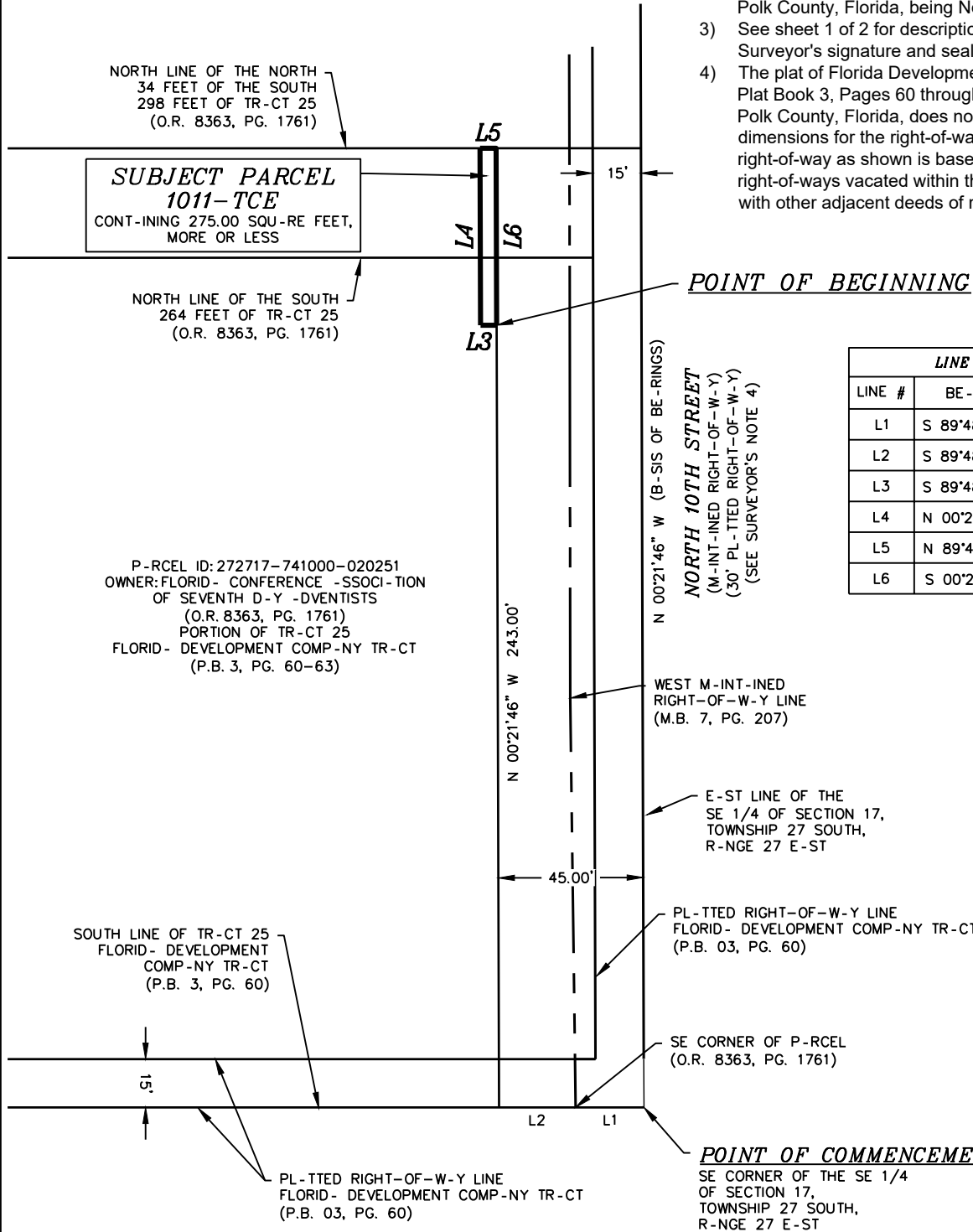
**LEGEND:**

P.B. = PL-T BOOK  
PG. = P-GE  
O.R. = OFFICI-L RECORDS BOOK  
ID = IDENTIFIC-TION  
PE = PERM-NENT E-SEMENT  
TCE = TEMPOR-RY CONSTRUCTION E-SEMENT

**DESCRIPTION SKETCH**  
**1011-TCE**

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Southeast 1/4 of Section 17, Township 27 South, Range 27 East, Polk County, Florida, being North 00°21'46" West.
- 3) See sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) The plat of Florida Development Co. Tract recorded in Plat Book 3, Pages 60 through 63, Public Records of Polk County, Florida, does not have road names or dimensions for the right-of-way widths. The 30' right-of-way as shown is based on deeds of records for right-of-ways vacated within the limits of the plat along with other adjacent deeds of records along 10th Street.



LINE TABLE		
LINE #	BE-RING	LENGTH
L1	S 89°48'30" W	21.23'
L2	S 89°48'30" W	23.77'
L3	S 89°48'30" W	5.00'
L4	N 00°21'46" W	55.00'
L5	N 89°48'30" E	5.00'
L6	S 00°21'46" E	55.00'

SCALE 1"=50'

SHEET 2 OF 2

CS PROJECT: 8825.03

1011-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: 09/22/2025



---

Agenda Item H.5.11/19/2025

---

**SUBJECT**

Approve the Mediated Settlement with Korosh and Christiane Kiandost for PRWC Parcel Number 5074 Permanent and Temporary Construction Easements (Action)

**DESCRIPTION**

Following a mediation session on October 7, 2025 between the PRWC and the property owners and their attorney, the PRWC reached a monetary settlement regarding easement 5074 Permanent and Temporary Construction Easements (Exhibit A).

Pursuant to the negotiated terms, the property owner of this parcel will receive \$135,000 for a permanent easement totaling 0.70 acres and a temporary construction easement totaling 0.29 acres. The PRWC appraisal update amount for the permanent and temporary construction easements was \$31,200. The property owner (through his attorney) initially countered at \$359,080. After a series of cost exchanges, a settlement was reached at \$135,000, which is \$103,800 above the appraised value and \$224,080 below the property owner's initial offer. The increase in the amount of compensation provided to the property owner above the appraised value is considered reasonable and appropriate for a likely future residential subdivision. In addition, the PRWC is impacting development potential around a small lake on the property.

The PRWC negotiated owner expert fee invoices in the amount of \$40,000. Statutory attorney fees mandated under Florida law are \$25,410. The total cost for the easement is \$200,410.

The negotiated settlement has numerous benefits to the PRWC as outlined below:

- 1) The settlement is \$224,080 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$300,000-\$400,000 in costs;
- 3) The PRWC transmission line can remain as designed despite impacts to a potential future residential/commercial property.

Easements were acquired from the property owner by an Order of Taking on April 18, 2024. The PRWC attorney will file the Stipulated Final Judgement for the parcel to finalize the agreement upon Board approval.

**RECOMMENDATION**

Approve the Mediated Settlement with Korosh and Christiane Kiandost for PRWC Parcel Number 5074 Permanent and Temporary Construction Easements.



**FISCAL IMPACT**

The mediated settlement provides that the PRWC will pay \$200,410 (inclusive of attorney and expert fees) for PRWC Parcel Number 5074 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

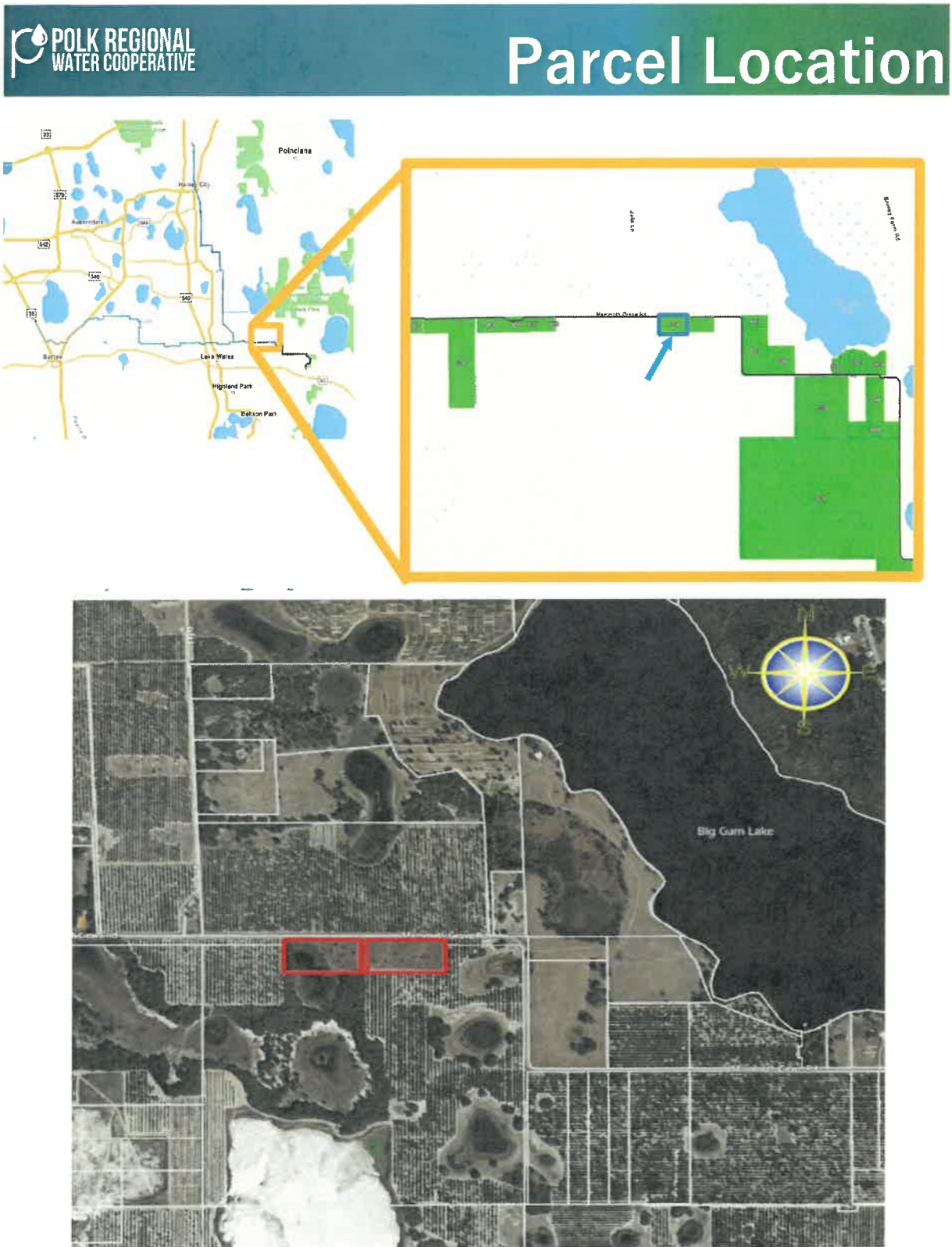


**Exhibit A - Parcel 5074 Kiandost**





## Exhibit A – Parcel 5074 Kiandost





**IN THE CIRCUIT COURT OF THE 10<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA**

**THE POLK REGIONAL WATER  
COOPERATIVE,**

**Petitioner,**

**Vs.**

**KOROSH & CHRISTIANE KIANDOST**

**Defendants.**

**MEDIATED SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Settlement Agreement") is entered into this 07 day of October 2025, by and between The Polk Regional Water Cooperative., (Polk Regional Water) and Korosh & Christiane Kiandost, et al, individually (Korosh & Christiane Kiandost,), and

1. Mediated Settlement Agreement is subject to approval by the Polk Regional Water Cooperative Board.
2. Petitioner, The Polk Regional Water Cooperative, a Florida limited liability company will pay the sum of \$135,500 to the Korosh & Christiane Kiandost, intending said sum to be a full and complete settlement of any obligations, claims or liabilities Polk Regional Water might have to the Korosh & Christiane Kiandost.
3. Petitioner is entitled to a credit in the amount of \$31,200, which was previously deposited in the Registry of the Court in this case by Petitioner.
4. Counsel for Petitioner and Respondent will jointly submit to the Court or signature manually approved in this matter as soon as practical hereafter reflecting the terms of this Mediated Settlement Agreement.
5. Petitioners shall pay statutory attorney's fee to Respondent in the amount of \$25,410 and expert's cost in the amount of \$40,000
6. Attached hereto is an addendum to this Agreement.



ADDENDUM

1. PRWC shall place a single water line in Easement 5074PE. No additional facilities or uses shall occur except as associated with this single pipe.
2. The pipe shall remain in its original location and configuration as constructed.
3. PRWC shall seed the Easement area.

Korosh & Christiane Kiandost

By: Christiane Kiandost

Print Name: CHRISTIANE KIANDEST

Title: \_\_\_\_\_

By: Korosh Kiandost

Print Name: KOROSH KIANDEST

Title: \_\_\_\_\_

Brent E Simon, Esq  
Attorney for Defendant

The Polk Regional Water Cooperative.

By: Eric C. DeHaven

Print Name: ERIC C. DeHAVEN

Title: EXECUTIVE DIRECTOR

Deborah A. Ruster  
Deborah Ruster, Esq  
Attorney for Petitioner



**SUBJECT**

Approve the Purchase Agreement with Collany LLC for the Acquisition of PRWC Southeast Wellfield Site 14 and Negotiated Settlement for Parcel 11000 Permanent and Temporary Construction Easements for the Southeast Wellfield Project (Action)

**DESCRIPTION**

Following negotiations between the PRWC and the Collany LLC, the PRWC reached two separate agreements for the purchase of approximately 1.11 acres of land for the Southeast Wellfield Well Site 14 (fee simple) and 0.91 acres of transmission main (easements). The location map is attached as Exhibit A, the Purchase Agreement for Well Site 14 is attached as Exhibit B, and the Easement Agreement is attached as Exhibit C.

Pursuant to the negotiated cost, Collany LLC will receive \$226,150 (no expert or attorney fees) for the well site and transmission main easements. The PRWC appraisal amount for the property and easements was a total of \$130,850. Collany LLC initially countered at \$325,000. After a series of cost exchanges, an agreement was reached at \$226,150, which is \$95,300 above the appraised values and \$98,850 below the initial offer by the landowner. The increase in the amount of compensation provided to Collany LLC above the appraised value is considered appropriate given the additional items considered including the removal of mature trees and fencing along the transmission main easement. Additionally, two other factors must be considered in this acquisition:

- 1) The PRWC has resolved some of the permitting issues that restricted locations available to us for well sites in this area. Even so, Collany LLC is one of the few owners in this area that are willing to provide property for a well site to the PRWC;
- 2) The PRWC currently has a contractor (Florida Design Drilling) constructing production wells in this area and the timing is such that the well driller will need a new site to begin work on in December 2025. Acquisition of this property keeps the PRWC on schedule.

The PRWC will give permission to Collany LLC for driveway access over the transmission main upon review and approval of proposed plans. The Purchase Agreement has numerous benefits to the PRWC as outlined below:

- 1) The PRWC is able to acquire a raw water well site from a willing seller within the project schedule constraints and utilize Florida Design Drilling for well construction;
- 2) The eminent domain process and a potential jury trial will be avoided, which would have exposed the PRWC to an additional estimated \$200,000-\$250,000 in costs for both the wellsite and easements;

The close proximity of Well Site 14 to the Water Production Facility on the east side of Walk-in-Water Road provides cost savings to the PRWC.



**RECOMMENDATION**

Approve the Purchase Agreement with Collany, LLC for the acquisition of PRWC Southeast Wellfield Well Site 14 and permanent and temporary easements on PRWC parcel 11000.

**FISCAL IMPACT**

The Purchase Agreement provides that the PRWC will pay \$226,150 (no attorney and expert fees) for PRWC well site 9 and PRWC Parcel 11000 PE and TCE. 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



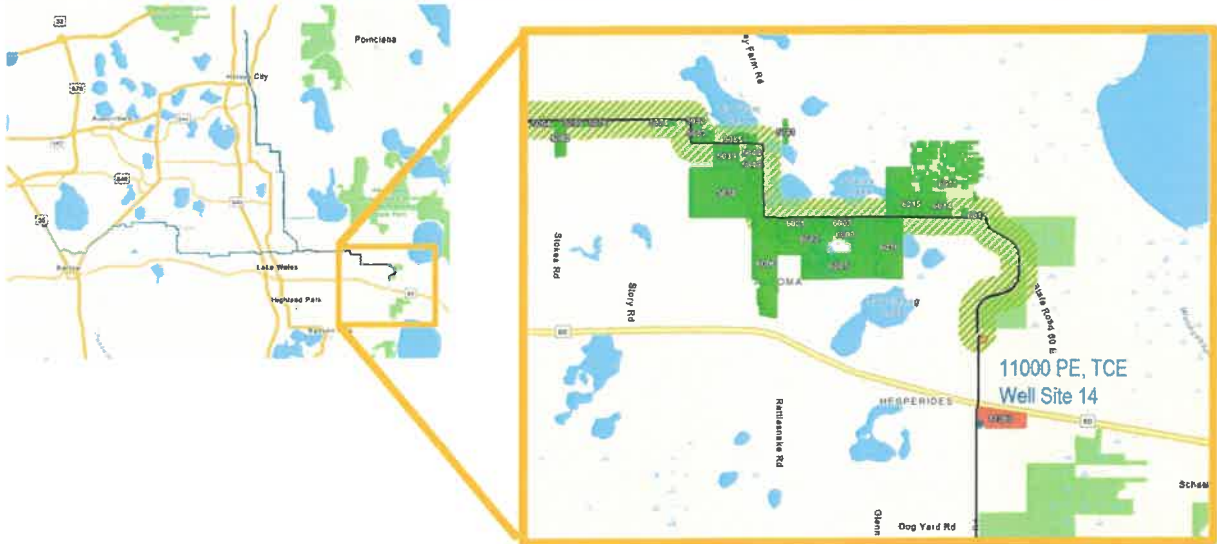
# Exhibit A



## Exhibit A



## Collany LLC Parcel





## **Exhibit B**





Project Name: Polk Regional Water Cooperative  
Southeast Wellfield Project  
Parcel No.: Well Site 14  
Property I.D. No.: 293008-000000-042010

### **AGREEMENT**

#### **STATE OF FLORIDA COUNTY OF POLK**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Collany, LLC, a Florida limited liability company**, hereinafter referred to as "Seller", and **Polk Regional Water Cooperative, an independent special district of the State of Florida** hereinafter referred to as "Purchaser".

#### **WITNESSETH**

**WHEREAS**, Purchaser requires the lands described as O Walk in Water Road, Lake Wales, FL 33898. Seller agrees to sell, assign, transfer, and convey to Purchaser, and the Purchaser agrees to purchase from Seller that certain real property ("Property") consisting of +/- 1.11 acres of land, described as:

See Exhibit "A" attached.

**NOW, THEREFORE**, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Seller agrees to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said lands and affected improvements for the total sum of \$130,200.00.
- (b) Purchaser shall pay unto the Seller the sum of \$130,200.00 by PRWC check or electronic wire, within ninety (90) days from date hereof upon simultaneous delivery of the deed of conveyance. Any improvements or personal property not removed within thirty (30) days after purchase of subject land shall be considered abandoned by the Seller.
- (c) The Seller agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by Purchaser to Seller.

Polk Regional Water Cooperative  
330 W. Church Street  
PO Box 9005, Drawer CA01, Bartow FL 33831



\* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY PRWC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

**SELLER: Collany, LLC, a Florida limited liability company**

By: \_\_\_\_\_

Christopher M. Collany, Manager

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

By: \_\_\_\_\_

Eric DeHaven, Executive Director





DONE at Auburndale, Florida this 19<sup>th</sup> day of November, 2025

Southeast Lower Floridan Aquifer Project Board of the Polk Regional Water Cooperative

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary / Treasurer

Approved as to Form:

\_\_\_\_\_  
Edward P. de la Parte  
Legal Counsel



*DESCRIPTION*  
*WELL SITE 14*

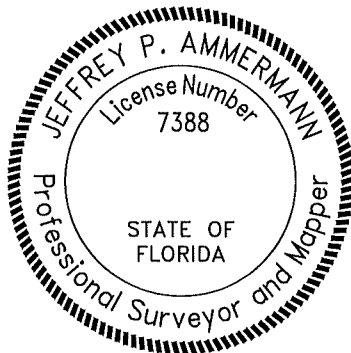
**DESCRIPTION:**

A parcel of land being a portion of the parcel described in Official Records Book 8375, Pages 2255 through 2256, Public Records of Polk County, Florida, located in Section 8, Township 30 South, Range 29 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 00°16'46" West, along the West line of said Section 8, a distance of 1263.39 feet to the intersection with the Baseline of State Road 60 as depicted on the Florida Department of Transportation Right-of-Way Map 16130-2517 and 1613-1187 and as described in Official Records Book 2560, Pages 197 through 198, Public Records of Polk County, Florida; thence South 80°54'08" East, along said Baseline, 40.54 feet to the intersection with a line being 40 feet East of and parallel with said West line of Section 8; thence South 00°16'46" East, along said parallel line, a distance of 50.68 feet to the Northwest corner said parcel described in Official Records Book 2560, Pages 197 through 198; thence continue South 00°16'46" East, along said parallel line, 25.34 feet to the Northwest corner of said parcel described in Official Records Book 8375, Pages 2255 through 2256; thence continue South 00°16'46" East, along said parallel line, also being the East right-of-way line of Walk in Water Road as described in Official Records Book 82, Page 512, Public Records of Polk County, Florida, 799.86 feet to the POINT OF BEGINNING; thence North 89°44'00" East, 220.00 feet; thence South 00°16'46" East, parallel with the West line of said Section 8, 220.00 feet to the intersection with the North line of the North 100.00 feet of the South 161.00 feet of said said Section 8; thence North 89°44'00" West, along said North line, 220.00 feet to the intersection with said East right-of-way line of Walk in Water Road; thence North 00°16'46" West, along said East right-of-way line, 220.00 feet to the POINT OF BEGINNING. Said parcel containing 48,400.00 square feet, more or less.

**CERTIFICATION:**

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P  
Ammermann

Digitally signed by  
Jeffrey P Ammermann  
Date: 2024.09.06  
16:09:45 -04'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 2**  
SEE SHEET 2 OF 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

**WS-14**

**SHEET NO. V-01**

**PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 09/06/2024**

P:\882503\CAD\Survey\RAW WATER\882503-SCC-2024-08-28-ESM.TS.dwg Sep 06, 2024 3:38pm by: jammermann



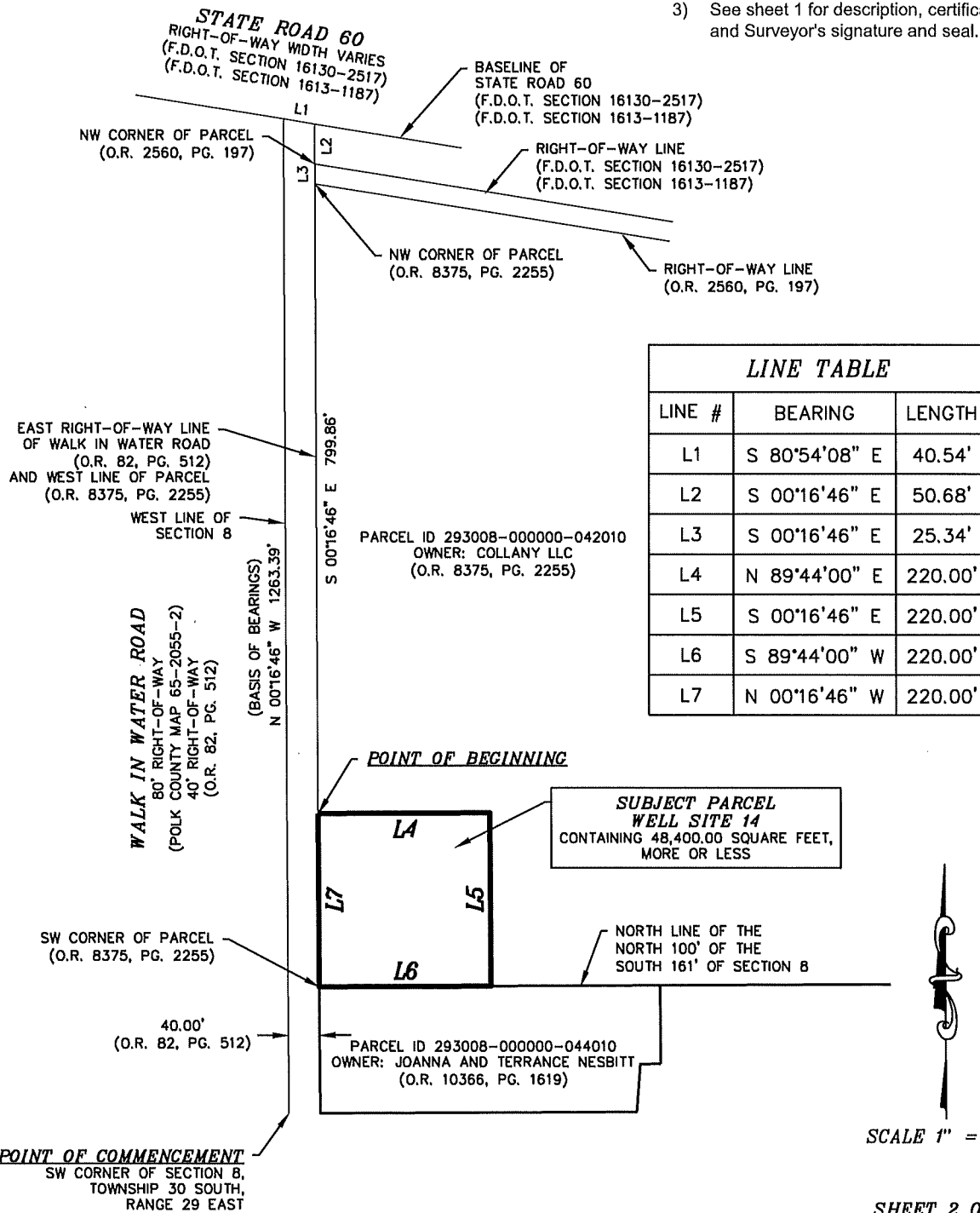
**LEGEND:**

D.B. = DEED BOOK  
P.B. = PLAT BOOK  
PG. = PAGE  
O.B. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION  
ID = IDENTIFICATION

**DESCRIPTION SKETCH**  
**WELL SITE 14**

**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the West line of Section 8, Township 30 South, Range 29 East, Polk County, Florida, being assumed North 00°16'46" West.
- 3) See sheet 1 for description, certification, and Surveyor's signature and seal.



SHEET 2 OF 2

CS PROJECT: 8825.03

WS-14

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 09/06/2024

P:\882503\CAD\Survey\RAW WATER\882503-SCC-2024-08-28-ESMTS.dwg WS-14 (2) Sep 06, 2024 3:38pm by: jammermann



# Exhibit C



Project Name: Polk Regional Water Cooperative  
Southeast Wellfield Project  
Parcel(s) No: 11000-PE and 11000 TCE  
Parcel Tax ID No.: 293008-000000-042010

## **AGREEMENT**

### **STATE OF FLORIDA COUNT OF POLK**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **Collany, LLC, a Florida limited liability company**, hereinafter referred to as "Owner(s)", and **Polk Regional Water Cooperative, an independent special district of the State of Florida**, hereinafter referred to as "Purchaser".

### **WITNESSETH**

**WHEREAS**, Purchaser requires the lands described as Parcel 11000-PE and Parcel 11000 TCE (see attached Exhibits "B" and "C"), as a permanent easement and a temporary construction easement for construction and maintenance of a water transmission pipeline, and said Owner is required to furnish the parcel for such purpose:

### **WATER PRODUCTION FACILITY, RAW WATER WELLFIELD/PIPELINE AND FINISHED WATER TRANSMISSION PIPELINE KNOWN AS THE SOUTHEAST WELLFIELD PROJECT**

**NOW, THEREFORE**, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owner(s) agree(s) to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said lands and affected improvements for the total sum of \$95,950.00.
- (b) Purchaser shall pay unto the Owner(s) the sum of \$95,950.00 by PRWC check or electronic wire, within ninety (90) days from date hereof upon simultaneous delivery of such easement(s) of conveyance. Any improvements or personal property not removed within thirty (30) days after purchase of subject land shall be considered abandoned by the Owner(s).
- (c) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by Purchaser to Owner.





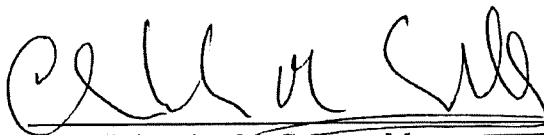
- (d) Purchaser grants Owner permission to construct a driveway over Purchaser raw water wellfield pipeline. Owner agrees to submit plans to Purchaser prior to construction and maintain at least 36 inches of cover over Purchaser pipeline.

\* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY PRWC.**

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

**OWNER(S):**

**Collany, LLC, a Florida limited liability  
company**

  
By: Christopher M. Collany, Manager

**PURCHASER:**

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

---

By: Eric DeHaven, Executive Director







DONE at Auburndale, Florida this 19<sup>th</sup> day of November 2025

Southeast Lower Floridan Aquifer Project Board of the Polk Regional Water Cooperative

---

Chair

---

Secretary / Treasurer

Approved as to Form:

---

Edward P. de la Parte  
Legal Counsel



**DESCRIPTION**  
**11000-PE**

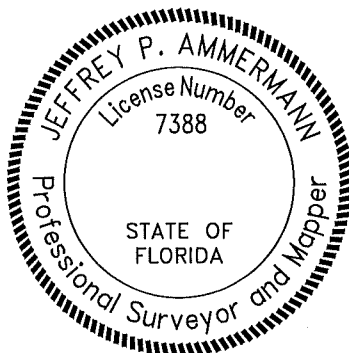
**DESCRIPTION:**

A parcel of land being a portion of the parcel described in Official Records Book 8375, Pages 2255 through 2256, Public Records of Polk County, Florida, located in Section 8, Township 30 South, Range 29 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 00°16'46" West, along the West line of said Section 8, a distance of 1263.39 feet to the intersection with the Baseline of State Road 60 as depicted on the Florida Department of Transportation Right-of-Way Map 16130-2517 and 1613-1187 and as described in Official Records Book 2560, Pages 197 through 198, Public Records of Polk County, Florida; thence South 80°54'08" East, along said Baseline, 40.54 feet to the intersection with a line that is 40 feet East of and parallel to said West line of Section 8; thence South 00°16'46" East, along said parallel line, a distance of 50.68 feet to the Northwest corner of a parcel described in Official Records Book 2560, Pages 197 through 198; thence continue South 00°16'46" East, along said parallel line, 25.34 feet to the Northwest corner of said parcel described in Official Records Book 8375, Pages 2255 through 2256 and the POINT OF BEGINNING; thence South 80°54'08" East, along the South right-of-way line as described in said Official Records Book 2560, Pages 197 through 198, a distance of 55.74 feet; thence South 00°16'46" East, parallel with said West line of Section 8, a distance of 160.92 feet; thence South 89°43'14" West, 35.00 feet; thence South 00°16'46" East, parallel with said West line of Section 8, a distance of 629.87 feet; thence South 89°44'00" West, 20.00 feet to the intersection with said line being 40 feet East of and parallel to said West line of Section 8, also being the East right-of-way line of Walk in Water Road as described in Official Records Book 82, Page 512, Public Records of Polk County, Florida; thence North 00°16'46" West, along said parallel line and East right-of-way line, a distance of 799.86 feet to the POINT OF BEGINNING. Said parcel containing 21,697.48 square feet, more or less.

**CERTIFICATION:**

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



**Jeffrey P  
Ammermann**

Digitally signed by  
Jeffrey P Ammermann  
Date: 2024.09.06  
16:05:16 -04'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 2**  
SEE SHEET 2 OF 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

**11000-PE**

**SHEET NO. V-01**

**PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

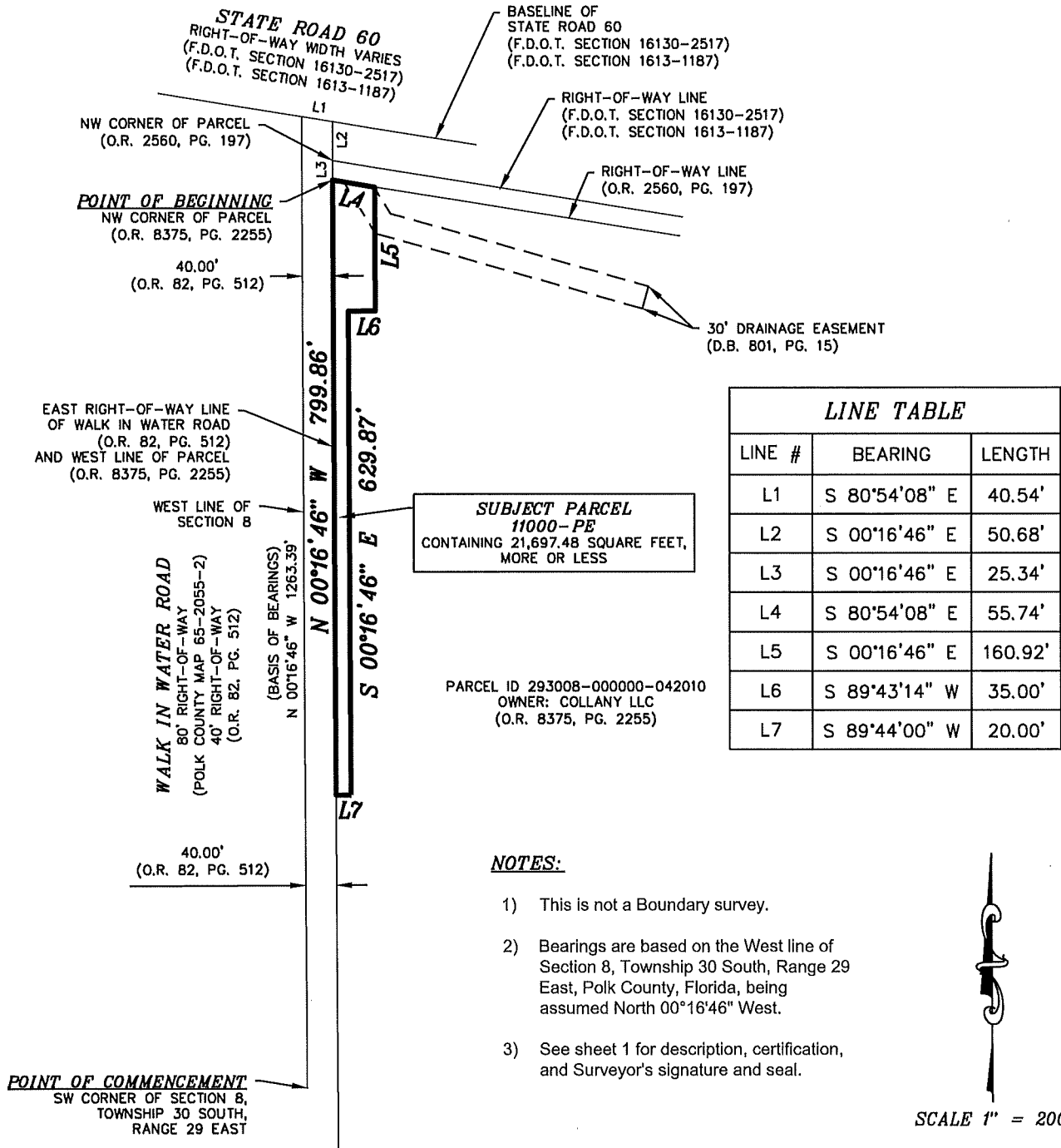
**DATE: 09/06/2024**

P:\882503\CAD\Survey\RAW WATER\BB2503-SCC-2024-08-28-ESWTS.dwg 11000-PE Sep 06, 2024 3:17pm by: jammermann



**LEGEND:**

D.B. = DEED BOOK  
P.B. = PLAT BOOK  
PG. = PAGE  
O.B. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION  
ID = IDENTIFICATION

**DESCRIPTION SKETCH****11000-PE****SHEET 2 OF 2****CS PROJECT: 8825.03****11000-PE****SHEET NO. V-02**

**PREPARED BY:** CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKE LAND, FLORIDA 33801 - (888) 646-1402 - LB 262

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 09/06/2024**

P:\882503\CAD\Survey\RAW WATER\882503-SCC-2024-08-28-ESWTS.dwg 11000-PE (2) Sep 06, 2024 3:18pm by: jammermann



**DESCRIPTION**  
**11000-TCE**

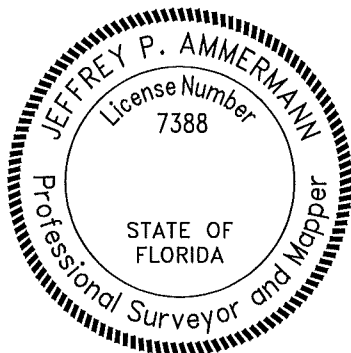
**DESCRIPTION:**

A parcel of land being a portion of the parcel described in Official Records Book 8375, Pages 2255 through 2256, Public Records of Polk County, Florida, located in Section 8, Township 30 South, Range 29 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 00°16'46" West, along the West line of said Section 8, a distance of 1263.39 feet to the intersection with the Baseline of State Road 60 as depicted on the Florida Department of Transportation Right-of-Way Map 16130-2517 and 1613-1187 and as described in Official Records Book 2560, Pages 197 through 198, Public Records of Polk County, Florida; thence South 80°54'08" East, along said Baseline, 40.54 feet to the intersection with a line being 40 feet East of and parallel to said West line of Section 8; thence South 00°16'46" East, along said parallel line, a distance of 50.68 feet to the Northwest corner of said parcel described in Official Records Book 2560, Pages 197 through 198; thence continue South 00°16'46" East, along said parallel line, 25.34 feet to the Northwest corner of said parcel described in Official Records Book 8375, Pages 2255 through 2256; thence South 80°54'08" East, along the South right-of-way line as described in said Official Records Book 2560, Pages 197 through 198, a distance of 55.74 feet to the POINT OF BEGINNING; thence continue South 80°54'08" East, along said South right-of-way line, 10.14 feet; thence South 00°16'46" East, parallel with said West line of Section 8, a distance of 74.50 feet; thence North 89°43'14" East, 30.00 feet; thence South 00°16'46" East, parallel with said West line of Section 8, a distance of 200.00 feet; thence South 89°43'14" West, 65.00 feet; thence South 00°16'46" East, parallel with said West line of Section 8, a distance of 514.63 feet; thence South 89°44'00" West, 10.00 feet to the intersection with a line being 40 feet East of and parallel with said West line of Section 8; thence North 00°16'46" West, along said parallel line, 629.87 feet; thence North 89°43'14" East, 35.00 feet; thence North 00°16'46" West, parallel with said West line of Section 8, a distance of 160.92 feet to the POINT OF BEGINNING. Said parcel containing 17,932.77 square feet, more or less.

**CERTIFICATION:**

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



**Jeffrey P  
Ammermann**

Digitally signed by  
Jeffrey P Ammermann  
Date: 2024.09.13  
15:53:04 -04'00'

JEFFREY P. AMMERMAN, P.S.M.  
FLORIDA REGISTRATION PSM 7388  
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE  
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE  
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT  
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

**SHEET 1 OF 2**  
SEE SHEET 2 OF 2 FOR  
DESCRIPTION SKETCH, LEGEND,  
AND SURVEYOR'S NOTES

**CS PROJECT: 8825.03**

**PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262**

**11000-TCE**

**DRAWN BY: S. CHILDS**

**FIELD BOOK: — PAGE: —**

**DATE: 09/12/2024**

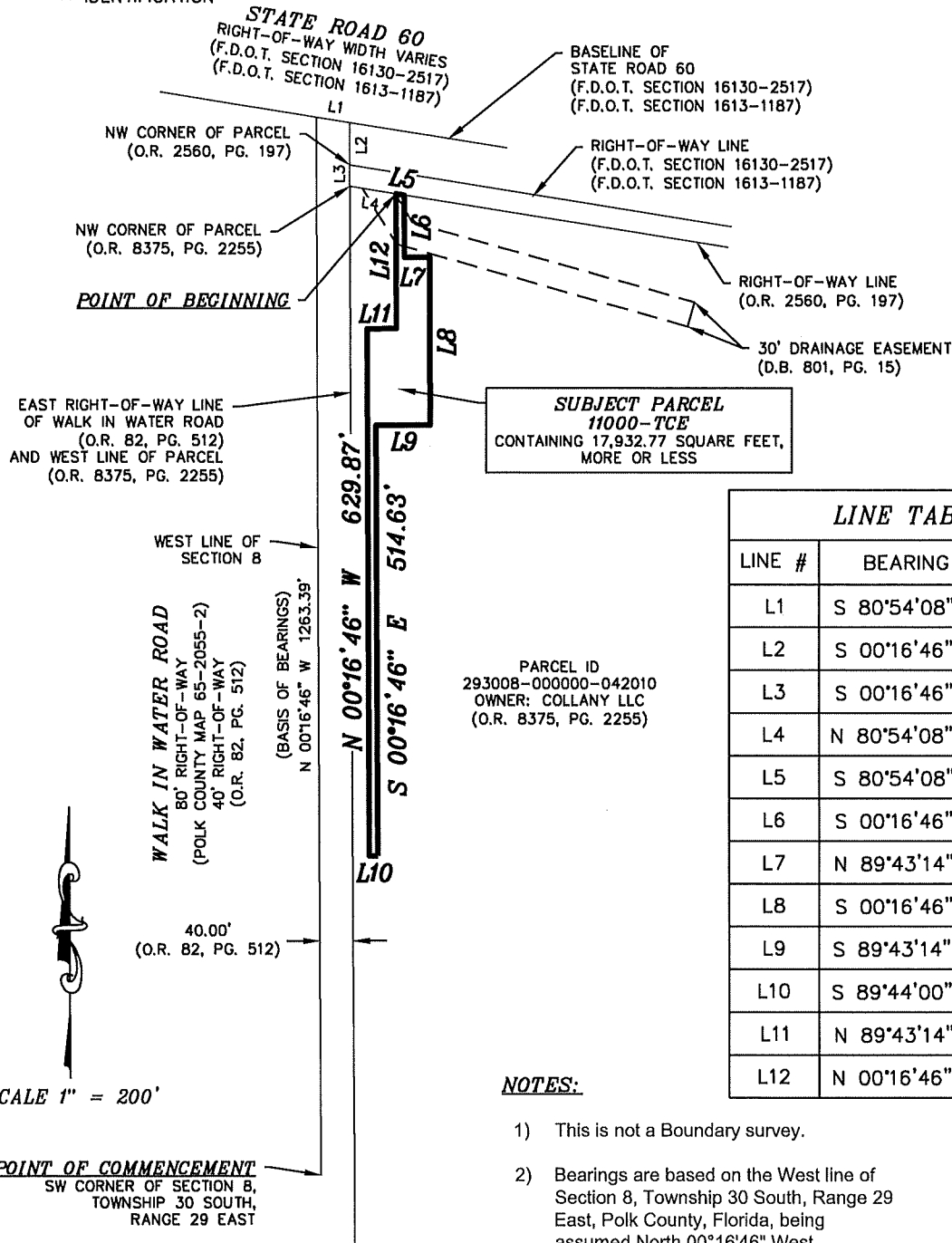
**SHEET NO. V-01**

C:\Users\schilds\appdata\local\temp\AcPublish\_13928\882503-SCC-2024-08-28-ESMITS.dwg 11000-TCE Sep 12, 2024 2:52pm by: schlds



**LEGEND:**

D.B. = DEED BOOK  
P.B. = PLAT BOOK  
PG. = PAGE  
O.B. = OFFICIAL RECORDS BOOK  
M.B. = MAP BOOK  
PE = PERMANENT EASEMENT  
TCE = TEMPORARY CONSTRUCTION EASEMENT  
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION  
ID = IDENTIFICATION

**DESCRIPTION SKETCH****11000-TCE****SHEET 2 OF 2****CS PROJECT: 8825.03****11000-TCE****SHEET NO. V-02**

**PREPARED BY:** CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110  
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 09/12/2024**

C:\Users\schids\appdata\local\temp\AcPublish\_13928\882503-SCC-2024-08-28-ESMTS.dwg 11000-TCE (2) Sep 12, 2024 2:52pm by: schids



## Polk Regional Water Cooperative

---

Agenda Item I.1.11/19/2025

---

**SUBJECT**

Election of Chairman, Vice-Chairman, and Secretary for the PRWC West Polk Wellfield Project Board of Directors for FY2026 (Action)

**DESCRIPTION**

The Polk Regional Water Cooperative's (PRWC) Formation Interlocal Agreement and the Implementation Agreements have essentially the same provisions regarding Board of Director's (BOD) officers. Both the Regular Cooperative Board, Combined Projects Board, Southeast Wellfield Project Board, and the West Polk Project Board elect a Chairman, Vice-Chairman, and Secretary/Treasurer to serve for a term of one year. Each officer may serve two consecutive one-year terms, if re-elected. The Chairman shall be rotated at the end of each term so that the Vice-Chairman shall replace the Chairman, unless the Chairman is re-elected to a second consecutive one-year term and a new Vice-Chairman and Secretary/Treasurer shall be elected each year.

The current Chairman on the PRWC West Polk Wellfield Project BOD is Bill Mutz (Lakeland), the Vice-Chairman is Trish Pfeiffer (Bartow), and the Secretary/Treasurer is Joe LaCascia (Polk City). Under the Interlocal Agreement the Chairman has served two consecutive one-year terms and is no longer eligible to retain his position and is also leaving the Lakeland commission. The current Vice-Chairman (Trish Pfeiffer) is also slated to serve as Chairman of the Southeast BOD and is not available to serve as Chairman of the West Polk Board at the same time. However, the current West Polk Secretary/Treasurer (Joe LaCascia) can move to the Vice-Chairman position. Therefore, a new Chairman and Secretary/Treasurer will need to be elected.

At the September 17, 2025 BOD meeting the Board approved a delay in elections from the September Board to the November 19, 2025 Board meeting to coincide with the November general election schedule.

**RECOMMENDATION**

Request the BOD to elect a Chairman, Vice-Chairman and Secretary/Treasurer for FY2026 (beginning December 1, 2025 through September 30, 2026).

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven

Ed de la Parte



---

Agenda Item I.2.

11/19/2025

---

## **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. Well 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