

January 28, 2026  
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 November 2025 BOD Regular Meeting Minutes (Action)
  - E.2. Approve the Heartland Headwaters Act Member Agreement Amendments (Action)
  - E.3. Approve Change Order No. 002 to Southeast Wellfield GMP-5 to Reconcile Owner Direct Purchase Pipe Quantities for Construction Package No. 3A (Action)
- F. Regular BOD Items**
  - F.1. PRWC Boards and Member Voting (Information)
  - F.2. Draft 2026 Business Plan Review (Information)
- G. Recess Regular BOD/Commence Combined Projects BOD**
  - G.1. Alafia River Water Supply Project Additional Funding for Legal Challenge (Action)
  - G.2. Designate the Alafia River Water Supply Project as an Approved Project and approve Second Amendment to the Combined Projects Implementation Agreement adding the Alafia River Water Supply Project (Action)
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
  - H.1. Update on Southeast Wellfield Project (Information)
  - H.2. Approve the Guaranteed Maximum Price (GMP-6) for Construction Packages 2C and 3B for the Southeast Wellfield Project (Action)

- H.3. Approve the Cost Share Agreement between the PRWC and the City of Lakeland to Share Easement and Construction Costs for Water Transmission Projects (Action)
- H.4. Approve Interlocal Agreement Between the PRWC, City of Bartow and Bartow Municipal Airport Development Authority (Action)
- H.5. Revision of Final Points of Connection for the Southeast Wellfield Project and Adopt Resolution 2026-01 to Amend Resolutions 2025-05, 2024-34, and 2025-05 Project Resolution of Necessity Approving the Southeast Wellfield Water Production Facility and Transmission Main Project due to a change in the Transmission Main Route (Action)
- H.6. Approve the Mediated Settlement with Taylor and Patricia Neilsen for PRWC Parcel Number 13022 Permanent and Temporary Construction Easements (Action)
- H.7. Approve the Mediated Settlement with Ann Combee and Timothy Irby for PRWC Parcel Numbers 10006 and 10010 Permanent and Temporary Construction Easements (Action)

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

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

**J. Recess West Polk BOD/Commence Attorney - Client Session**

- J.1. Attorney-Client Session Between the Board of Directors and legal counsel pursuant to Section 286.011(8), F.S., pertaining to PRWC v. Tampa Bay Water and Southwest Florida Water Management District (DOAH Case No. 25-005480) - Discussion and Action, if Necessary.

**K. Recess Attorney-Client Session/ Commence Regular BOD Items**

**L. Open Discussion**

**M. Chair / Executive Director Report**

**N. 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.

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Agenda Item E.1.

1/28/2026

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**SUBJECT**

Approve November 2025 BOD Regular Meeting Minutes (Action)

**DESCRIPTION**

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

- Regular PRWC BOD meeting - November 19, 2025

**RECOMMENDATION**

Recommend approval of minutes for referenced meeting.

**FISCAL IMPACT**

No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven

**November 19, 2025**  
**POLK REGIONAL WATER COOPERATIVE**  
**Lake Myrtle Sport Complex**

**Member Governments in Attendance:**

<b><u>Member Government</u></b>	<b><u>Representative</u></b>
City of Auburndale	Commissioner Alex Cam
City of Bartow	Commissioner Trish Pfeiffer (Absent)
City of Davenport	Commissioner Tom Fellows
City of Dundee	Commissioner Bert Goddard (Absent)
City of Eagle Lake	Commissioner Randy Billings (Absent)
City of Fort Meade	Commissioner James Watts
City of Frostproof	Mayor Mike Hutto (Absent)
City of Haines City	Commissioner Vernel Smith
City of Lake Alfred	Mayor Mac Fuller (Secretary/Treasurer)
Town of Lake Hamilton	Commissioner Phyllis Hall
City of Lake Wales	Commissioner Keith Thompson
City of Lakeland	Mayor Bill Mutz (Chairman)
City of Mulberry	Commissioner Kathy Barsotti
City of Polk City	Mayor Joe LaCasia
City of Winter Haven	Mayor Nathaniel Birdsong (Vice Chairman)
Polk County	Commissioner Becky Troutman (via TEAMS)
PRWC	Eric DeHaven

**A. Call To Order – Chairman Mutz** called the meeting to order at 2:01 p.m.

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

**Chairman Mutz** welcomed the Board members and noted that Vernel Smith and Alex Cam are in attendance as alternates. He noted that this would have been Keith Cowie's last meeting and recognized Keith for his service to the PRWC. Chairman Mutz also noted that this would be David Bayhan's last meeting serving as the City of Lakeland Utility Director. He is on his way to work with Wharton Smith in a new role.

**C. Agenda Revisions**

**Chairman Mutz** noted that there was one agenda revision which is item F.5 on the Regular Board agenda. This item mimics item H.2.

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

**Chairman Mutz** asked if there was any public comment. **Commissioner Fellows** mentioned this is the last meeting for **Mayor Mutz** and asked for a round of applause.

**Mr. DeHaven** noted that the PRWC will be recognizing **Chairman Mutz** at the end of the meeting. **Chairman Mutz** noted that this is a wonderful Board to work with and the topics are imperative to the future of Polk County. He noted it was a privilege to serve on this Board.

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

**Chairman Mutz** noted there were several items on the consent agenda and asked **Mr. DeHaven** if there were any items he wished to provide an overview on. **Mr. DeHaven** indicated that there were no specific items to note to the Board but he can answer any questions the Board might have on these 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)

*Motion to approve consent items E1-E6 in the entirety was made by **Mayor Birdsong** seconded by **Commissioner Watts**. Motion was unanimously approved.*

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

- F.1. Election of Chairman, Vice-Chairman, and Secretary for the PRWC Regular Board of Directors - FY2026 (Action)

**Chairman Mutz** asked if there was a motion for officers for FY2026. **Mayor LaCascia** nominated Mayor Nathaniel Birdsong as Chairman, Mayor Mac Fuller as Vice-Chairman, and Commissioner Becky Troutman as Secretary/Treasurer.

*Motion to approve BOD to elect a Chairman, Vice-Chairman, and Secretary/Treasurer for FY2026 was made by **Mayor LaCascia** seconded by **Commissioner Watts**. Motion was unanimously approved.*

- F.2. Approve Resolution 2025-33 to Amend Resolution 2023-08 for the PRWC Investment Policy (Action)

**Julie Santamaria** with PFM Financial Advisors stated that we have an investment policy which was put together in 2023 with the establishment of the Truist interim loan financing. It is based on Tampa Bay Waters policy and the PRWC would like to simplify the policy due to our small level of surplus funds, capital expenditures and small staff. The policy remains in accordance with state statutes.

**Chairman Mutz** noted this item was on page 48 of the packet and asked for questions and a motion.

*Motion to approve Resolution 2025-33 to Amend Resolution 2023-08 for the PRWC Investment Policy was made by **Mayor Birdsong** seconded by **Commissioner Cam**. Motion was unanimously approved.*

F.3. Approve the Heartland Headwaters Protection and Sustainability Act Annual Comprehensive Water Resources Report FY2026-2027 (Action)

**Mary Thomas** of TeamOne reviewed the Heartland Headwaters Annual Act which prioritizes water resources in this area and funding for water resources projects in Polk County. The PRWC prepares a report each year to submit to the state that requests grant funding under the Heartland Headwaters act. She provided an overview of past funding noting that the PRWC and members have received appropriations of \$41.5M in funding to date. She reviewed the process for funding and it was recommended to do joint lobbying for Heartland funds with priority for member receiving facilities, conservation and the Southeast Wellfield Project. Everyone was reminded of the importance of a unified voice in requesting funds.

The total request is for \$40.7M and she reviewed a list of the projects submitted for funding. **Chairman Mutz** noted the need to have unity on this program in our requests for funding. He asked for a motion.

*Motion to approve the Heartland Annual Comprehensive Water Resources Report and Authorize submission to the Governor, Florida Senate, Florida House of Representatives, Florida DEP, and the SWFWMD by December 1, 2025, was made by **Commissioner Fellows** seconded by **Commissioner Smith**. Motion was unanimously approved.*

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

**Robert Beltran** noted we are on our typical schedule of updating the Business Plan so members know how much to budget for the PRWC in Fy2027. He began by talking about updated demonstrated 2025 demands and how they were calculated. He then provided a series of graphs that showed the alternative water supply demand needs into the future. He noted that by 2075 there will be a total demand of 153 MGD and noted that we will need to have about 33 MGD of other alternative water sources beyond the lower Florida Aquifer projects.

He noted that there are individual graphs prepared for each member and showed the example of Winter Haven. He also showed bar graphs of how future needs might be met. This information was provided by members.

**Mr. Beltran** then reviewed a graphic that demonstrates a deficit in alternative water supply that the PRWC and members will need to fill. **Commissioner Watts** asked about Fort Meade's water use data. **Mr. Beltran** indicated that data came from the water management district as opposed to the utility.

**Mr. Beltran** provided a graphic of 2024 actual water use by members and noted that about 81.5 MGD of water was used in 2024. This information is the basis for each member budget amount to the PRWC. He indicated that the CFWI has some per capita goals and provided a graphic that showed how each member was progressing to meet these goals. Finally, he provided a graphic for the Southeast and West Polk projects that showed which members were expected to have excess alternative water and which had a deficit. This would allow members to potentially swap water with each other.

**Mayor Mutz** noted that we will need to bring on future alternative water supplies. **Mr. DeHaven** provided additional comments on future need for AWS and that this was first year we have looked out beyond 20 years and our 50 year projections show we need to pursue additional sources. **Commissioner Troutman** asked what was used for the 50-year projection. **Mr. Beltran** answered it was a linear interpretation based on the 20-year demands. **Commissioner Thompson** asked about how PRWC accounts for variability in growth rate. **Mr. Beltran** mentioned we try to account for that as best we can using information available through the state and local government. **Mayor LaCascia** asked about future alternative water supply sources. **Mr. DeHaven** noted we could go deeper within the lower Floridan aquifer as well as the Peace and Alafia Rivers. He noted the Peace Creek does not appear to be a feasible source. He also noted direct/Indirect potable reuse as an option as well as regional interconnects.

**F.5 (Add-On Agenda Item)** Approve Resolution 2025-34 for the SRF Construction Loan Agreement DW532003 for Construction of the Southeast Wellfield Project

**Chairman Mutz** indicated this item has been added to the Regular Board agenda and will also be considered by the Southeast Board of Directors under item H.2. **Mr. DeHaven** indicated both Boards need to approve this item.

**Julie Santamaria** noted that primarily due to increased costs the PRWC needed to obtain additional funds for construction of the Southeast Wellfield. The PRWC reviewed several options and determined that SRF funding provides the best benefit to members. The PRWC has now obtained an SRF loan in the amount of \$44M with \$6.5M of principal forgiveness. The loan terms are 1.85% for 25 years. This resolution approves the use of the SRF construction loan funding for the Southeast Project.

**Chairman Mutz** asked for a motion.

*Motion to approve Resolution 2025-34 for the SRF Construction Loan DW532003 was made by **Mayor Birdsong** seconded by **Commissioner Smith**. Motion was unanimously approved.*

#### **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)

**Chairman Mutz** asked for nominees for officer positions. **Mayor LaCascia** renominated for Chairman as Mayor Nathaniel Birdsong, Vice Chairman Mayor Mac Fuller, and Secretary/Treasurer Commissioner Becky Troutman.

*Motion to approve the Election of Chairman, Vice-Chairman, and Secretary for the PRWC Combined Projects Board of Directors FY2026 was made by **Mayor Birdsong** seconded by **Commissioner Fellows**. Motion was unanimously approved.*

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

**Eric DeHaven** provided an update on the Alafia River project. There are two parts the PRWC is pursuing. The first is the PRWC water use permit application which continues to be reviewed by the Southwest Florida Water Management District. The second is the permit challenge filed by the PRWC on September 30. An administrative law judge has been appointed, and the hearing has been set for March 4-11, 2026.

**Mayor LaCascia** asked what the legal basis is for the challenge. **Mr. de la Parte** indicated that the basis is that Tampa Bay Water does not need the water and they are not using all their capacity. In order to get a permit, you need to have a need for the water and since they have excess capacity they do not need the Alafia quantities. **Mr. de la Parte** also indicated that there were several other aspects that we are raising in the petition. **Mayor Birdsong** asked what happens if we lose the case. **Mr. de la Parte** indicated we can appeal and noted the Water management District has final say in the decision. **Mayor LaCascia** indicated it would be better to work with them and **Chairman Mutz** indicated that is a very possible outcome. **Commissioner Fellows** asked why the District was so quick to issue them a permit and **Mr. DeHaven** indicated that was a reason for the challenge. **Commissioner Watts** indicated that he feels Polk County is not being treated fairly by the District.

G.3. Combined Projects Future Budget (Information)

**Mr. DeHaven** indicated the current FY 2026 Combined Projects budget contains funding for West Polk Test Production Well 2 and repayment of the SRF design loans for Southeast and West Polk projects. He would like the PRWC to budget additional dollars in the combined projects budget to assist with funding future water resource investigations associated with new projects. Some existing and new water supply

opportunities needing future funding include: the Peace River Mosaic Reservoir option, the PRMRWSA Settlement Agreement permit application, TECO Polk Power Station Supply, and Regional Water Supply Planning. He provided a summary of each of these projects. **Commissioner Watts** asked where the approximate area of the Peace River reservoir would be located. **Mr. DeHaven** pointed out the location of the possible reservoir. The approximate funding to be included in the preliminary budget in July 2026 is anticipated to be approximately \$1M for funding these projects.

**Commissioner Watts** asked if the proposed \$1M in funding would cover all the items discussed. **Mr. DeHaven** indicated it likely would for FY2027 but funds would also be needed in future fiscal years.

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

**Mr. DeHaven** indicated this ties-in to the previous item discussed as the PRWC needs to collect funds from members for review of the proposed upper Peace River minimum flows proposed by the District. The District and PRWC agreed to end the Upper Peace River feasibility project early due to the development of the revised minimum flows. The Water Management District is in the process of developing new revised minimum flows. Those revised flows would reduce the amount of water the PRWC could take from the Peace River by about 11 MGD – from 28,0 MGD down to about 17 MGD. To make sure the new proposed minimum flows are technically correct, the PRWC would like to hire a consultant from TeamOne for \$49,828 to work with WMD on the peer review of the proposed minimum flows. As a result, members will be billed for these costs by end of FY2026.

**Commissioner Thompson** asked how the peer review process works. **Mr. DeHaven** provided an overview summarizing that our expert is in the room to assist in making final decisions on the proposed minimum flows. **Mayor Birdsong** asked how much water the Authority takes from the River and **Mr. de la Parte** responded.

*Motion to approve the TeamOne Scope- of-Services-Change Order 9 for review of the revised Upper Peace River minimum flow and amend the Combined Projects budget by \$49,828 to cover costs was made by **Mayor Birdsong** seconded by **Commissioner Watts**. Motion was unanimously approved.*

**Chairman Mutz** recessed the Combined Project Board of Directors meeting and turned the gavel over to **Chairman Birdsong** for the Southeast Wellfield Project Board of Directors meeting.

#### 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)

**Mr. DeHaven** provided an overview of the officers for the Southeast Board of Directors. The election period to serve in these offices is December 1, 2025 – September 30, 2026. **Chairman Birdsong** and **Vice-Chairman Cowie** have served 2 consecutive terms, and Secretary/Treasurer Pfeiffer can rotate to a new position.

**Mayor Birdsong** offered up Trish Pfeiffer as Chairman, Becky Troutman as the Vice Chairman, and Morris West as the Secretary/Treasurer for the PRWC Southeast Wellfield Project Board of Directors FY2026.

*Motion to approve the Election of Chairman, Vice-Chairman, and Secretary for the PRWC Southeast Wellfield Project Board of Directors FY2026 was made by **Commissioner Fellows** seconded by **Commissioner Watts**. Motion was unanimously approved.*

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

**Mr. DeHaven** indicated that **Julie Santamaria** presented this item to the PRWC Regular Board of Directors earlier today so we are sampling looking for a motion to approve.

*Motion to approve Resolution 2025-34 for the SRF Construction Loan Agreement DW532003 for the Southeast Wellfield Project was made by **Commissioner Cam** seconded by **Commissioner Fellows**. Motion was unanimously approved.*

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

**Mark Addison** provided an update on final design, bidding and construction, land acquisition, and permitting. The water production facility design is complete, and ongoing pipeline design refinements are in progress. GMP's 1-5 have been approved by the board and are in various stages of construction. GMP 6 will be brought before the board in January 2026, and the BPS and Metering Stations will be brought before the board in Spring 2026.

Regarding well construction, PW-9 drilling is underway, PW-10 drilling is complete, and PW-11 is complete, mobilization is planned for December 2025 for PW-14. The Water Production Facility construction continues and substantial completion is scheduled for Fall 2028.

Land acquisition settlements have been reached on 238 parcels, totaling nearly \$11.7M. Work continues to acquire the final easements necessary for the project. Land acquisition is the critical path currently on the project timeline. All permits for plant and raw water main have been issued.

**Chairman Birdsong** indicated this was an information item and asked if there were any questions. **Mr. DeHaven** indicated that we are available for member tours.

**Mayor Mutz** asked for **Mr. Addison's** opinion on construction progress. **Mr. Addison** indicated that we are in good shape on construction and acquisition has been the challenge. He indicated he was confident we would finish on time and members should be ready to receive water. **Commissioner Fellows** asked how many production wells were needed for Phase 1. **Mr. Addison** indicated five wells were needed and we are beginning construction on the final well.

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)

**Mark Addison** provided an overview and showed a location map for parcel 1011. He indicated we were replacing a sketch and legal description to reduce the area of the PRWC temporary construction easement due to a change in construction technique to directional bore.

*Motion to Adopt Resolution 2025-35 to Amend Resolution 2024-43 Parcel Resolution of Necessity to Replace the Sketches and Legal Description for Parcel 1011-PE and TCE was made by **Commissioner Fellows** seconded by **Commissioner Cam**. Motion was unanimously approved.*

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

**Mr. DeHaven** indicated that on October 7, 2025, the PRWC completed a mediated session with the owner and reached a monetary settlement. He provided a map showing the parcel location. The PRWC appraisal amount was \$32,200 and the property owner wanted \$359,080 to settle. The settlement was reached at \$135,000 with statutory attorney fees of \$25,410 and expert fees of \$40,000. This results in a total easement cost of \$200,410.

The PRWC will receive easements over 0.99 acres and a jury trial was avoided.

*Motion to approve the Mediated Settlement with Kiandost's for PRWC Parcel Number 5074 PE and TCE was made by **Mayor LaCascia** seconded by **Mayor Mutz**. Motion was unanimously approved.*

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)

Mr. DeHaven noted that in October 2025 discussions with the property owner, Collany LLC, on Well Site 14 and the transmission main easement were held. In November 2025, an agreement was reached, and the easement was completed. The well site will be purchased by the PRWC. Maps were provided that showed the well site and

easement. The appraisal amount offered was \$130,850. The owner countered at \$325,000 and a settlement was reached at \$226,150 with no statutory attorney fees or expert costs.

PRWC receives ownership on 1.11 acres and easements over 0.91 acres. The PRWC will begin construction on the well site in January 2026.

*Motion to approve the Purchase Agreement with Collany LLC for the acquisition of Southeast Wellfield Well Site 14 and permanent and temporary easements for PRWC parcel 11000 was made by **Commissioner Fellows** seconded by **Commissioner Camm**. Motion was unanimously approved.*

**Chairman Birdsong** concluded the Southeast Wellfield Board of Directors meeting and passed the gavel back to **Chairman Mutz** for the West Polk Board of Directors meeting.

#### **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)

**Chairman Mutz** proposed that Commissioner Mike Musik step into the primary role as Chairman, Mayor Joe LaCascia as Vice-Chairman and Commissioner Alex Cam for Secretary/Treasurer for West Polk Wellfield.

*Motion to request the BOD to elect a Chairman, Vice-Chairman, and Secretary/Treasurer for FY2026 was made by **Mayor Birdsong** seconded by **Mayor Fuller**. Motion was unanimously approved.*

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

**Mary Thomas** provided an overview of the West Polk Project. She stated the Test Production Well and Injection Well Construction are in progress. Water delivery is anticipated in 2032, and we are kicking off design of the water production facility in the Summer of 2026. The construction team will be reviewing the 30% design documents. Acquisition is ongoing and Heartland appropriations have been set aside to be used for purchases.

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

#### **K. Open Discussion**

Chairman Mutz asked if there were any topics that Board members wished to bring up.

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

**Eric DeHaven** and **Mayor Birdsong** acknowledged Mayor Mutz for his time with PRWC and presented him with a rendering of the West Polk Water Production Facility. **Mayor**

**Birdsong** noted how important the contributions have been by Mayor Mutz. The Board members had continued discussion thanking Mayor Mutz for his leadership.

**Mayor Mutz** noted the collaboration amongst all the members and has really enjoyed his time on the Board.

**M. Adjournment** Meeting was adjourned at 3:39PM.

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Agenda Item E.2.

1/28/2026

**SUBJECT**

Approve the Heartland Headwaters Act Member Agreement Amendments (Action)

**DESCRIPTION**

In 2017, the Florida Legislature passed HB 573, known as the Heartland Headwaters Protection and Sustainability Act, which recognizes the importance of water resources in and around Polk County. The Act declared that fostering partnerships between the regional water supply authority, the Polk Regional Water Cooperative (PRWC), and local governments is in the state interest, and in doing so requires that PRWC submit 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 through the Florida Department of Environmental Protection.

In July 2022, PRWC entered into grant agreement number LPA0212 with the FDEP for these Heartland funds, which provides pass-through funding to four PRWC member governments: Polk County, Eagle Lake, Frostproof, and Winter Haven. In September 2022, the four member governments and PRWC entered into an agreement incorporating LPA0212, to utilize the FDEP grant funds for member projects. LPA0212 between FDEP and PRWC was subsequently amended in March 2023, September 2023 and August 2024 to modify the budget and scope-of-work and the four member agreements were then subsequently amended.

The LPA0212 agreement between FDEP and PRWC was amended again in November 2025 (Exhibit A) to modify the expiration date, budget, and scope of work. Specifically, the amendment:

- Adds \$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 conservation budget.
- Extends the contract deadline to 12/31/2027.
- Re-distribute existing funds amongst tasks and revise the Scope-of-Work to better reflect project expenses and progress to date.

The proposed third amendment to the Agreements between Polk County, Eagle Lake, Frostproof, and Winter Haven and PRWC (Exhibit B - Frostproof example) is necessary to make it consistent with and incorporate this latest amendment to LPA0212 and continue with grant implementation.

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## **RECOMMENDATION**

Approve the Heartland Headwaters Act Member Agreement Amendments with Polk County, Eagle Lake, Frostproof, and Winter Haven.

## **FISCAL IMPACT**

There is a minimal fiscal impact to the PRWC in passing the funds from FDEP to the Member Governments through these contract amendments.

## **CONTACT INFORMATION**

Eric DeHaven

**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:

Total Amount of Funding:	Funding Source?	Award #'s or Line Item Appropriations:	Amount per Source(s):
\$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>			<b>\$24,122,842</b>

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.

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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.

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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

By: \_\_\_\_\_

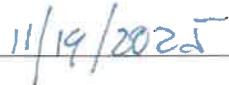


Authorized Signature

Eric DeHaven, Executive Director

Print Name and Title

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



STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION



By: \_\_\_\_\_

Secretary or Designee

Digitally signed by Angela Knecht  
Date: 2025.11.21 16:19:04 -05'00'

Angela Knecht, Division Director

Print Name and Title

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

Nathan  
Jagoda

Nathan Jagoda, DEP Grant Manager

Michael Barr

Digitally signed by Michael Barr  
Date: 2025.11.21 16:02:55  
-05'00'

Michael Barr, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description
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.

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### **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.

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### **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 Floridian Aquifer Project**

**PROJECT BACKGROUND:** The Polk Regional Water Cooperative (PRWC) exists within the Central Florida Water Initiative area, a region of Florida identified as being limited in traditional water supply. This project is intended to help meet growing demands by utilizing the deep, lower 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.

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### **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.

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## **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.

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### **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.

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### **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.

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**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>.

**Attachment 5-4**

1 of 7

## **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:

### **Attachment 5-4**

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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

**Attachment 5-4**

3 of 7

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>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
				\$	
<b>Federal Program B</b>	<b>Federal Agency</b>	<b>CFDA Number</b>	<b>CFDA Title</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
				\$	

*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 or 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 or purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

### Attachment 5-4, Exhibit 1

5 of 7

*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.*

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

*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.*

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
<b>State Program A</b>	<b>State Awarding Agency</b>	<b>State Fiscal Year<sup>1</sup></b>	<b>CSFA Number</b>	<b>CSFA Title or Funding Source Description</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>
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
<b>State Program B</b>	<b>State Awarding Agency</b>	<b>State Fiscal Year<sup>2</sup></b>	<b>CSFA Number</b>	<b>CSFA Title or Funding Source Description</b>	<b>Funding Amount</b>	<b>State Appropriation Category</b>

Total Award \$24,122,842.00

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

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

**Attachment 5-4, Exhibit 1**

6 of 7

*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.

**Attachment 5-4, Exhibit 1**

7 of 7

THIRD AMENDMENT TO AGREEMENT BETWEEN  
POLK REGIONAL WATER COOPERATIVE  
AND  
CITY OF FROSTPROOF  
POLK REGIONAL WATER COOPERATIVE  
HEARTLAND PROTECTION AND SUSTAINABILITY PROJECT

This THIRD AMENDMENT TO AGREEMENT (Third Amendment) effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, having an address of 330 West Church Street, Bartow, Florida 33831, hereinafter referred to as the "PRWC", and the City of Frostproof, a municipal corporation of the State of Florida, having an address of 111 West 1st Street, Frostproof, Florida 33843, hereinafter referred to as the "Member." The PRWC and the Member are also referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

**WHEREAS**, 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), which 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;

**WHEREAS**, 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 are awarded to PRWC by the Florida Department of Environmental Protection (FDEP);

**WHEREAS**, on July 28, 2022, FDEP and PRWC entered into grant agreement number LPA0212 (Grant Agreement), for PRWC to receive funding as Grantee for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project;

**WHEREAS**, the Grant Agreement identified the City of Frostproof Wastewater System Upgrades Project as one component of the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project (Project(s));

**WHEREAS**, the Member is a member government of PRWC, and the Grant Agreement provides that PRWC and Member shall work in conjunction with PRWC in implementing the Projects; and

**WHEREAS**, on or about August 1, 2022, Member and PRWC entered into an agreement titled Agreement Between Polk Regional Water Cooperative and City of Frostproof Polk Regional Water Cooperative Heartland Protection and Sustainability Project (Member Agreement) to provide for utilization of funds allocated in the Grant Agreement for the Projects by the Member, and for the Member to be bound by the requirements of the Grant Agreement as those requirements pertain to Member's activities with regard to the Projects; and

**WHEREAS**, the FDEP and PRWC subsequently agreed to amendments to the Grant Agreement on March 24, 2023, September 29, 2023, November 21, 2024 (Amendment Nos. 1, 2 and 3) to reflect modifications to the budget and scope of work for the Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Project; and

**WHEREAS**, Section 4 of the Member Agreement provides that in the event the Grant Agreement is amended, the Parties shall coordinate in good faith to amend the Member Agreement to be consistent with the Grant Agreement; and

**WHEREAS**, Member and PRWC subsequently agreed to amendments to the Member Agreement on August 5, 2024, and March 19, 2025 to incorporate the above-referenced amendments to the Grant Agreement. A copy of the March 19, 2025 Second Amendment to the Member Agreement, which attaches the Grant Agreement and Member Agreement, and the above-mentioned amendments, is attached as **Exhibit A**; and

**WHEREAS**, on November 21, 2025, FDEP and PRWC entered into Amendment No. 4 to the Grant Agreement (Amendment No. 4), a copy of which is attached as **Exhibit B**, which made further revisions to Grant Agreement; and

**WHEREAS**, Member and PRWC desire to further amend the Member Agreement, as amended, to be consistent with and to account for the modifications reflected in Amendment No. 4 to the Grant Agreement;

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Third Amendment modifies the Member Agreement, as amended, to incorporate and implement the changes reflected in Amendment No. 4 to the Grant Agreement, but otherwise does not alter the existing terms of the Member

Agreement.

3. **AMENDMENT TO THE MEMBER AGREEMENT.** The Parties agree that the Member Agreement, as amended, is further amended such that the term "Grant Agreement" utilized in the Member Agreement shall be defined as the Grant Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, and incorporates **Exhibit B** as an exhibit to the Member Agreement. The terms of Member Agreement shall otherwise remain unchanged and in full effect.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and entered into by the Parties.

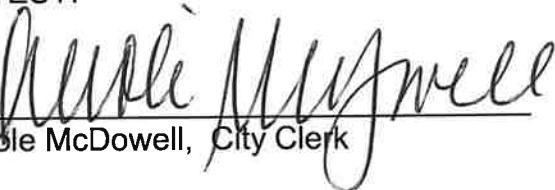
CITY OF FROSTPROOF, FLORIDA

By: 

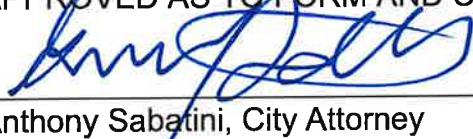
Michael Hutto, Mayor

Date: December 15, 2025

ATTEST:

  
By: Nicole McDowell  
Nicole McDowell, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
\_\_\_\_\_  
Anthony Sabatini, City Attorney

POLK REGIONAL WATER COOPERATIVE

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

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

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Legal Counsel

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Agenda Item E.3.

1/28/2026

**SUBJECT**

Approve Change Order No. 002 to Southeast Wellfield GMP-5 to Reconcile Owner Direct Purchase Pipe Quantities for Construction Package No. 3A (Action)

**DESCRIPTION**

Guaranteed Maximum Price 5 (GMP-5) was approved by the Board in July 2025 in the amount of \$39,273,265.00. GMP-5 consists of three (3) Southeast Wellfield Transmission Main (SETM) construction packages (Construction Packages 3A, 4B and 5 - Exhibit "A"). Change Order No. 001 to GMP-5 was subsequently approved by the Board in November 2025 to reduce the Contract Amount by \$8,721,651.24 for the Owner Direct Purchase (ODP) of pipe and valves for Construction Packages 3A, 4B and 5. The subcontractor for Construction Package 3A, Midsouth, has requested changes to the quantities included in the ODP purchase order which results in a net reduction in the pre-tax cost of the pipe and a reduction in the corresponding tax savings. Change Order No. 002 services to add \$47,935.49 back into GMP-5 to reconcile the change in quantities and corresponding reduction in tax savings for Construction Package 3A.

**RECOMMENDATION**

Approve Change Order No. 002 to Southeast Wellfield GMP-5 to Reconcile Owner Direct Purchase Pipe Quantities for Construction Package 3A.

**FISCAL IMPACT**

Increase of \$47,935.49 to GMP-5 (revised Contract Amount of \$30,599,549.25).

**CONTACT INFORMATION**

Mark Addison

## EXHIBIT "H"

### CHANGE ORDER

POLK REGIONAL WATER COOPERATIVE  
SE WELLFIELD GMP-5

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

**PROJECT:** CHANGE ORDER NO: 002

GUARANTEED MAXIMUM PRICE GMP-5  
SETM CONSTRUCTION PACKAGES 3A, 4B, & 5 INITIATION DATE: 01/28/26

**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:

Increase GMP-5 in the amount of \$47,935.49 to reconcile Owner Direct Purchase pipe quantities for Construction Package 3A.

The original Guaranteed Maximum Price was..... \$39,273,265.00  
Net Change by previously authorized Change Orders..... (\$ 8,721,651.24)  
The Guaranteed Maximum Price prior to this change order was..... \$30,551,613.76  
The Guaranteed Maximum Price will be increased (decreased)  
    (unchanged) by this Change Order in the amount of..... \$ 47,935.49  
The new Guaranteed Maximum Price including this Change Order will be..... \$30,599,549.25  
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 _____	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.

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Agenda Item F.1.

1/28/2026

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**SUBJECT**

PRWC Boards and Member Voting (Information)

**DESCRIPTION**

The Polk Regional Water Cooperative is composed of five distinct Boards of Directors with overall governance performed under the Regular Board of Directors as established in the Interlocal Agreement Forming the Cooperative. The other four Boards are:

- 1) Combined Projects
- 2) Southeast Project (using a weighted vote method based on water allocation requested),
- 3) West Polk Project (using a weighted vote method based on water allocation requested), and
- 4) Conservation Project Board of Directors.

When agenda items warrant it, each Board meets as a separate entity with separate voting on agenda items.

With the recent election of new officers and an influx of new Board members it is important to review the composition of each of these Boards so that members are only voting on agenda topics where they are authorized to vote. The voting members on the Regular Board of Directors are as follows:

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				

The voting members on the Combined Projects Board of Directors are as follows:

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

The voting members on the Southeast Board of Directors are as follows:

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

The voting members on the West Polk Board of Directors are as follows:

Auburndale	Bartow			
	Lakeland		Polk City	Polk County
Winter Haven				

Finally, the voting members on the Conservation Project Board of Directors are as follows:

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

## **RECOMMENDATION**

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

## **FISCAL IMPACT**

No fiscal impact.

## **CONTACT INFORMATION**

Eric DeHaven

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Agenda Item F.2.

1/28/2026

**SUBJECT**

Draft 2026 Business Plan Review (Information)

**DESCRIPTION**

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

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

This Business Plan Update includes the funding needed for Phase I of both the Southeast and West Polk Wellfield projects along with that for Administrative, Conservation Program, and Combine Projects programs. The funding summary for the programs has been updated to incorporate additional Heartland grant funding and legislative appropriations, the CMAR Guaranteed Maximum Pricing (GMP) for the water production facility and most segments of the transmission main for the Southeast project and eliminates any SWFWMD deferrals included in past forecasts. The financial results incorporate requests by the PRWC to delay the repayment of the existing SRF loans to conform with the prolonged spending plan. The SRF Construction loan recently approved by the PRWC and FDEP has been included in the analysis. The updated forecast also accounts for third-party operator input on operational expenses.

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

**RECOMMENDATION**

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

**FISCAL IMPACT**

The Project Annual Member Payments provided in Exhibit A should be used for member budgeting of Fiscal Year 2027 PRWC costs. They also provide long-term program and individual member project

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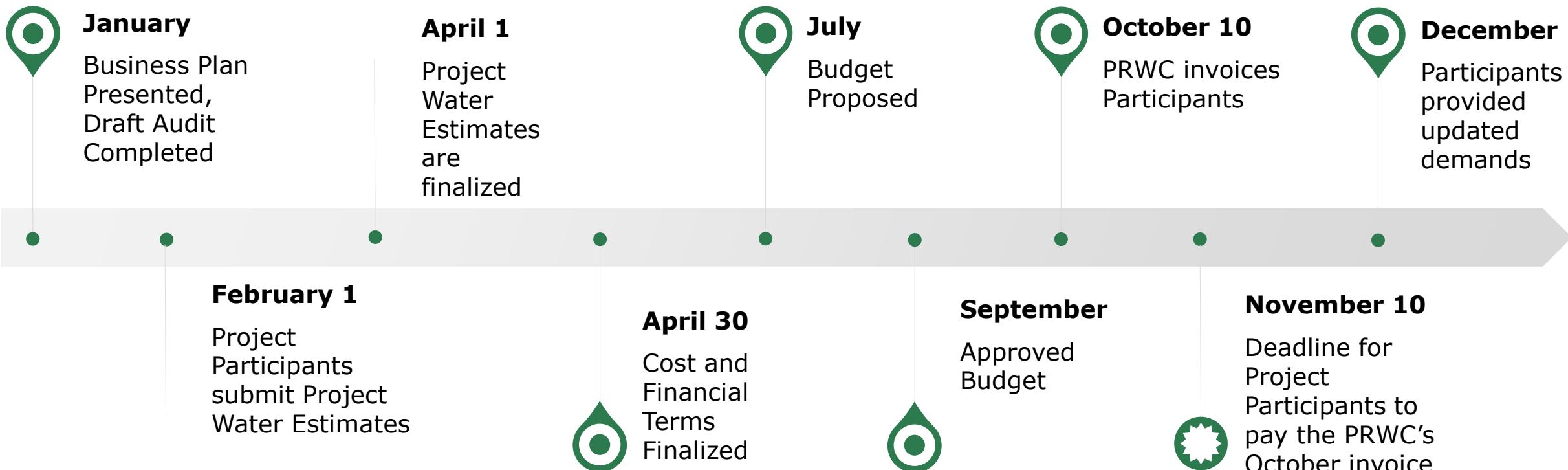
costs.

**CONTACT INFORMATION**

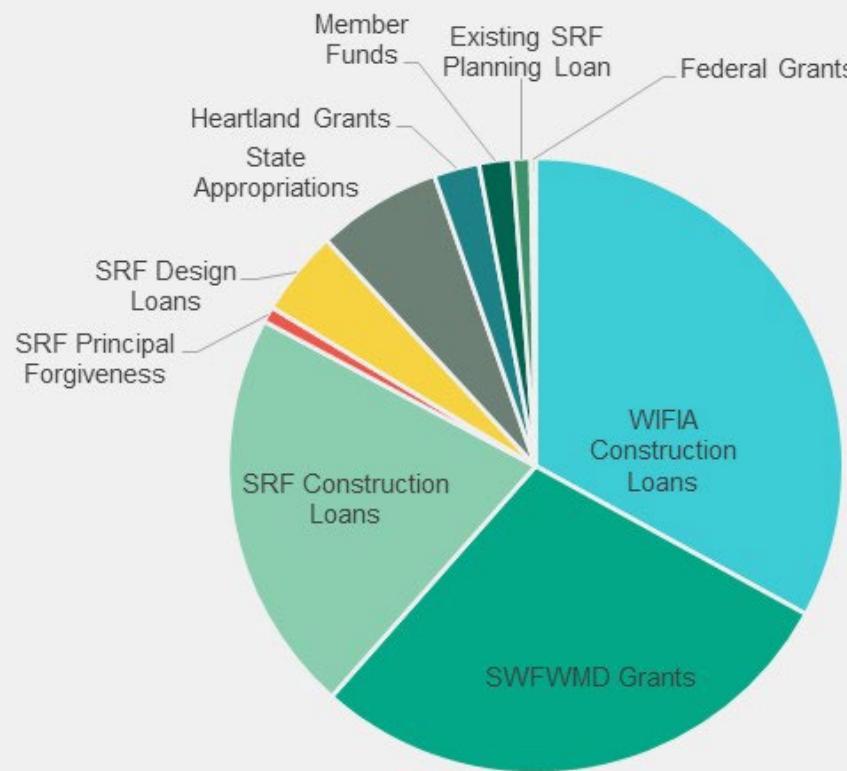
Robert Beltran, Dewberry Engineers

Murray Hamilton, Raftelis

## After Water Production



# Funding Summary - Combined



Description	Program Costs [*]	Funding Percentage
SRF Principal Forgiveness		
SRF Design Loans		
State Appropriations		
SRF Planning Loan		

[\*] Amounts comprise all project costs, including debt service reserve fund (DSRF) requirements that qualify as approved WIFIA expenditures

# Comparative Analysis

Description	2025 Plan	Current Plan	Difference
SRF Principal Forgiveness			<b>(\$43,279,282)</b>
SRF Design Loans			<b>(\$5,459,307)</b>
State Appropriations			<b>(\$471,655)</b>
SRF Planning Loan			<b>(\$11,083,778)</b>

# 2026 Business Plan Highlights



Total loans have decreased from last year's Business Plan by more than \$44 million

- Business plan results include a 10-year financial forecast of member payments
  - Member schedules include an estimate of each year's Base Rate Charge and Water Use Charge
- Water delivery assumed to equal 100% of each member's reserved (phase 1) capacity
  - Southeast project – water delivery from October 2027 to September 2028
  - West Polk project – water delivery (no change) January 2032
- Maintains third party operator estimates for projecting operational expenses
- Eliminates any District deferral (loans) previously included in the forecast
- Incorporates updates to the financing plan, including approved debt forgiveness

# 2026 Business Plan Highlights



Member payments estimated to be lower over the next few years when compared to last year's forecast

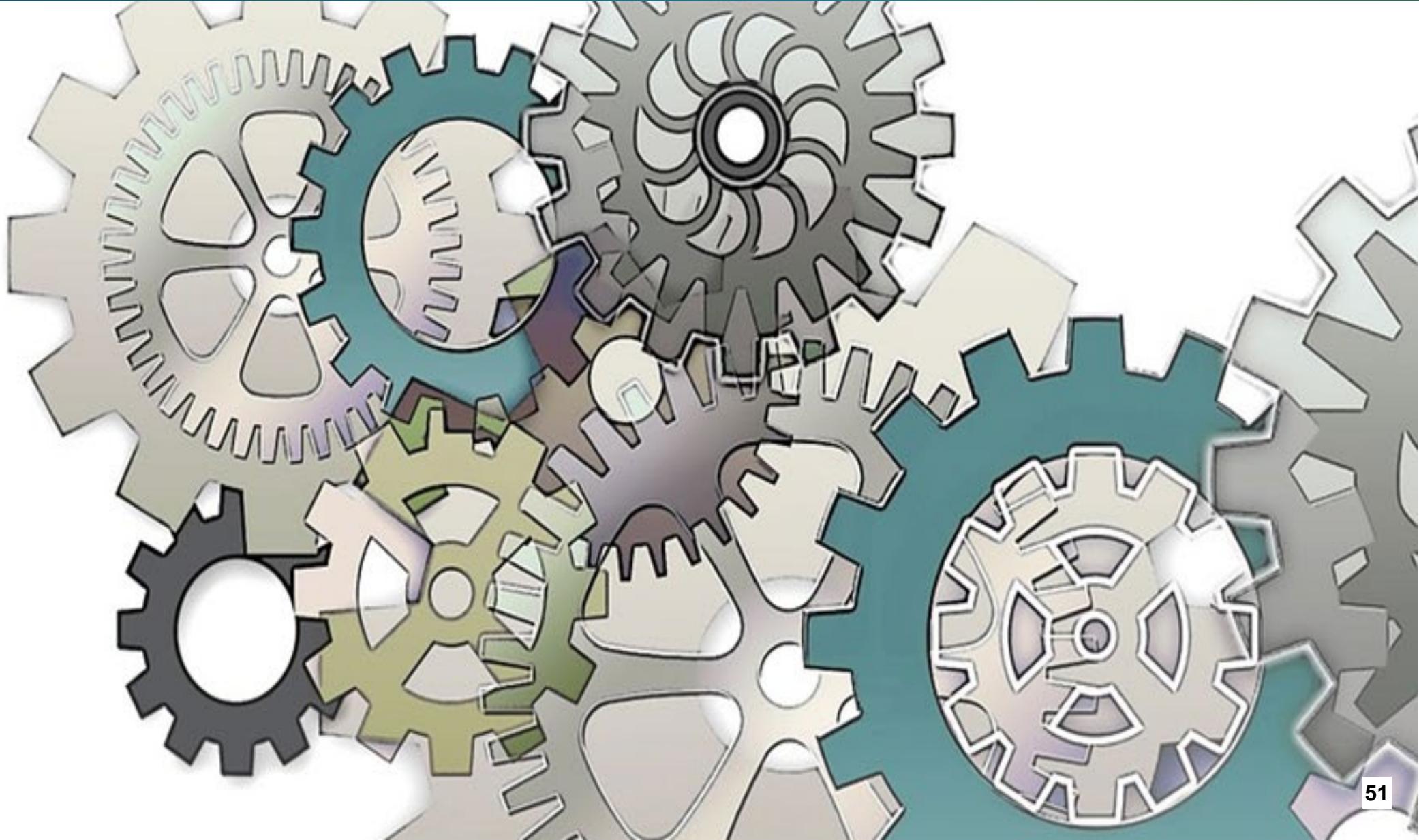
- No change to the SRF planning loan - repayment begins August 2027
- Executed an amendment to the Southeast SRF design loan to reduce the total principal slightly - repayment begins September 2025
- Executed an amendment to the West Polk design loan to move repayment from September 2026 to September 2027
- Debt Service Reserve Fund (DSRF) requirements rolled into WIFIA loans
- WIFIA loan schedules were modified to help phase-in repayment over time while accommodating the new SRF construction loans
  - Southeast WIFIA loan reduced from \$222.8 million to \$179.6 million
  - Southeast SRF Loan still estimated at \$130.0 million with \$6.5 million currently approved for principal forgiveness



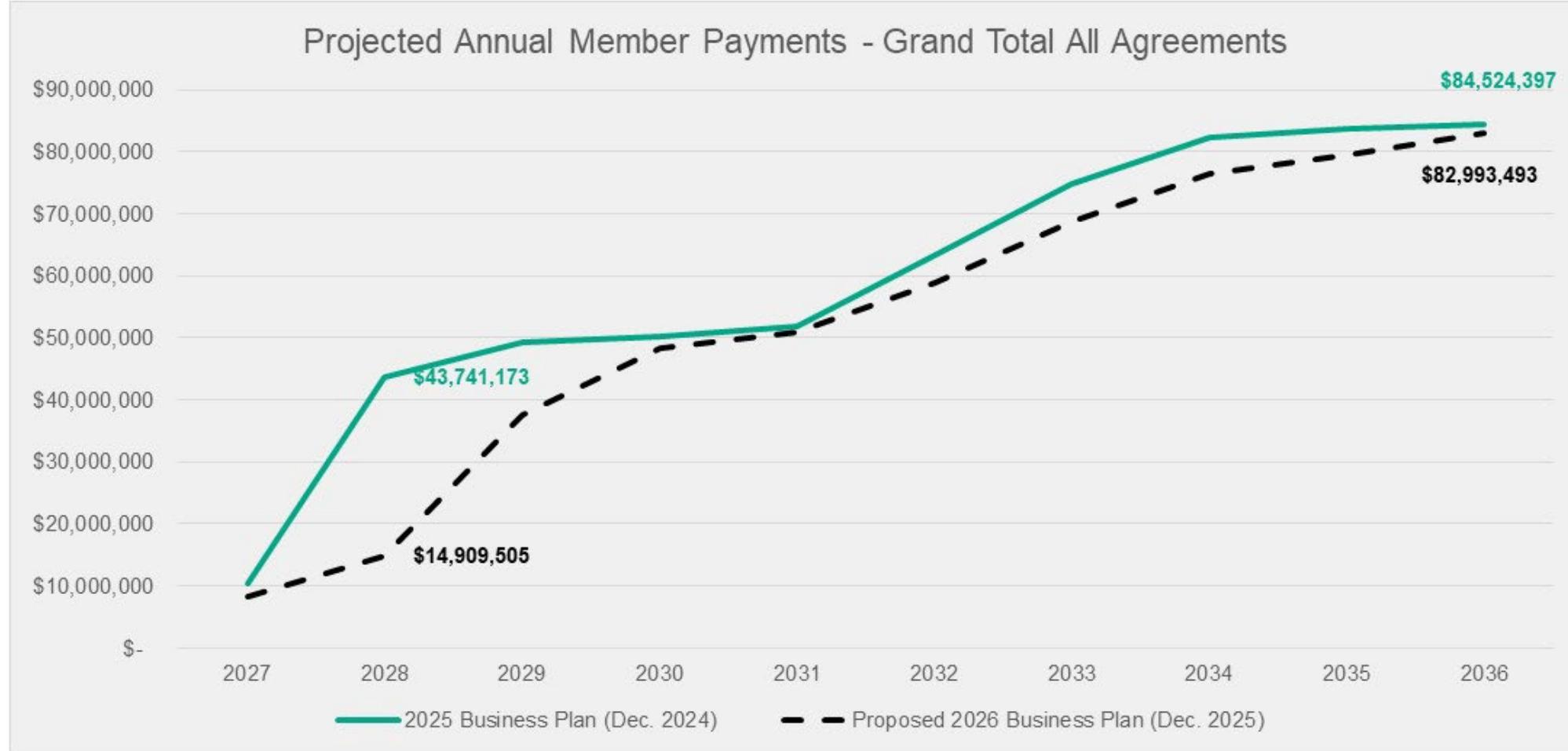
Estimated results are consistent with adopted reserve policy

- DSRF requirement satisfied by WIFIA loan proceeds
- Incorporates 1.25x debt service coverage margin
- R&R Fund and O&M Reserve Policy amounts fully funded well before FY2036

# 2026 Business Plan Results



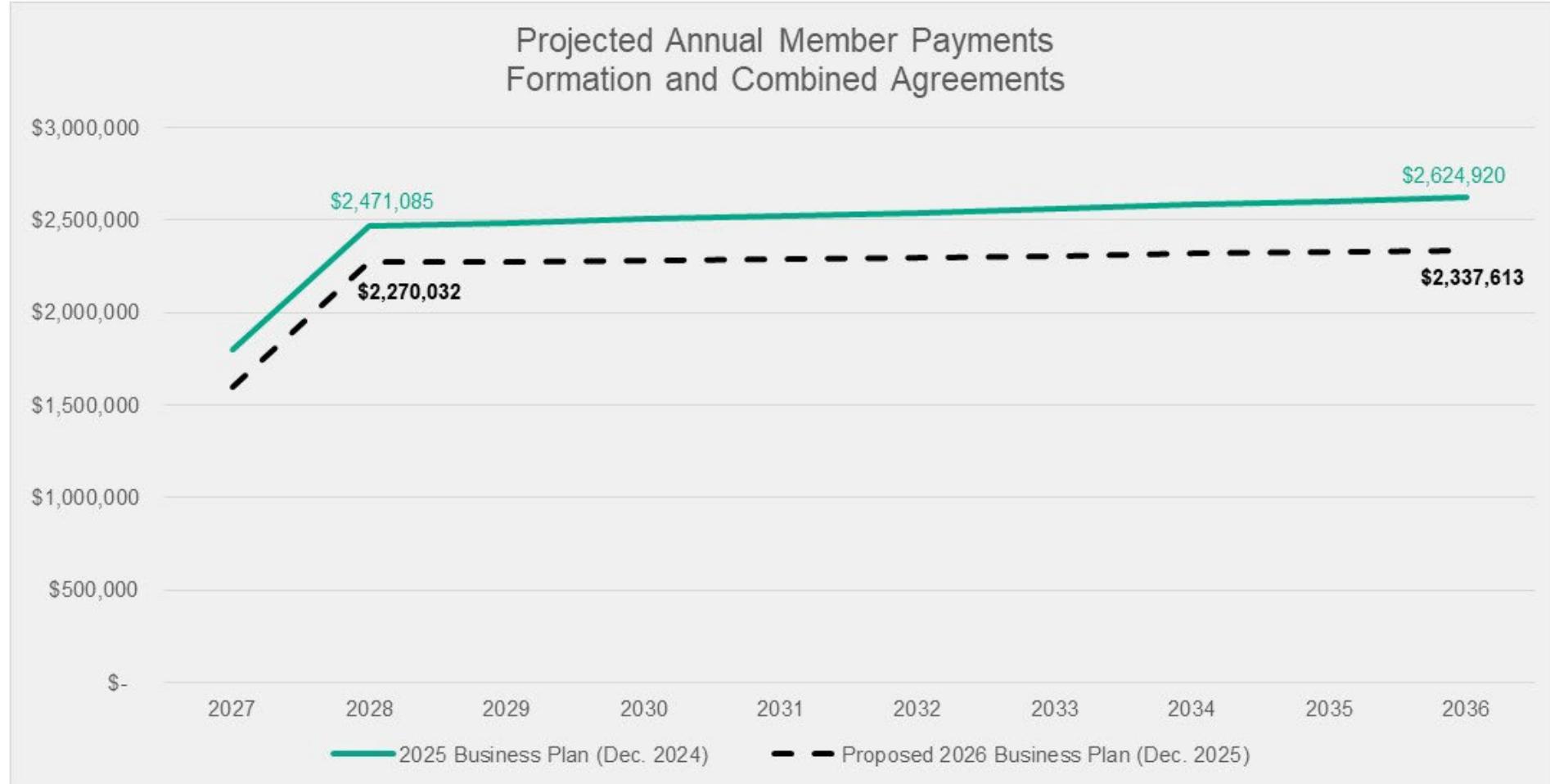
## Grand Total All Agreements



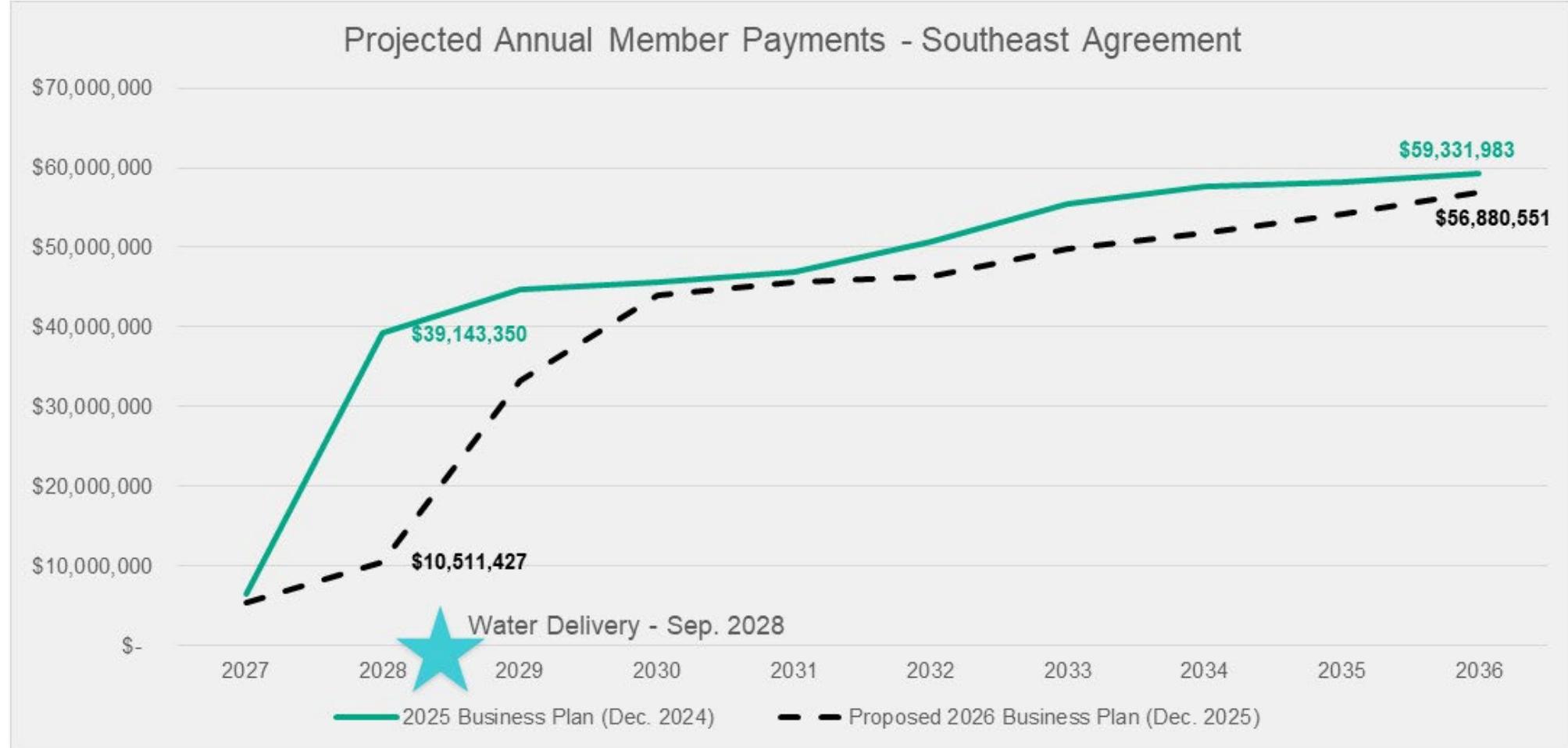
## Comparative Analysis – Total Agreements

Member	Prior 2027	Current 2027	Prior 2028	Current 2028	Prior 2029	Current 2029
Auburndale	\$ 809,937	\$ 688,479	\$ 4,181,540	\$ 1,267,457	\$ 4,748,180	\$ 3,567,419
Bartow	\$ 357,117	\$ 289,192	\$ 1,132,016	\$ 491,652	\$ 1,253,359	\$ 993,595
Davenport	\$ 1,069,421	\$ 910,418	\$ 6,544,740	\$ 1,761,657	\$ 7,478,950	\$ 5,554,402
Dundee	\$ 387,425	\$ 334,095	\$ 2,214,394	\$ 631,954	\$ 2,523,348	\$ 1,886,310
Eagle Lake	\$ 256,715	\$ 218,601	\$ 1,565,540	\$ 422,116	\$ 1,788,880	\$ 1,328,827
Fort Meade	\$ 8,739	\$ 7,399	\$ 11,468	\$ 10,121	\$ 11,582	\$ 10,171
Haines City	\$ 1,473,278	\$ 1,259,267	\$ 8,554,339	\$ 2,392,039	\$ 9,756,825	\$ 7,271,307
Lake Alfred	\$ 396,270	\$ 336,104	\$ 2,407,191	\$ 648,783	\$ 2,750,399	\$ 2,041,818
Lake Hamilton	\$ 196,170	\$ 167,502	\$ 1,203,314	\$ 324,083	\$ 1,375,139	\$ 1,021,735
Lake Wales	\$ 54,976	\$ 46,916	\$ 74,645	\$ 66,642	\$ 75,143	\$ 66,796
Lakeland	\$ 2,244,315	\$ 1,492,696	\$ 2,625,798	\$ 2,393,964	\$ 2,615,346	\$ 2,527,660
Mulberry	\$ 2,708	\$ 1,089	\$ 2,721	\$ 1,125	\$ 2,804	\$ 1,155
Polk City	\$ 10,717	\$ 6,315	\$ 10,544	\$ 9,591	\$ 10,355	\$ 9,558
Polk County	\$ 2,181,405	\$ 1,825,627	\$ 9,260,711	\$ 3,234,599	\$ 10,423,643	\$ 7,974,709
Winter Haven	\$ 819,238	\$ 695,758	\$ 3,950,024	\$ 1,252,709	\$ 4,473,261	\$ 3,373,510
Frost Proof	\$ 2,113	\$ 973	\$ 2,188	\$ 1,012	\$ 2,267	\$ 1,053
<b>TOTAL</b>	<b>\$ 10,270,543</b>	<b>\$ 8,280,432</b>	<b>\$ 43,741,173</b>	<b>\$ 14,909,505</b>	<b>\$ 49,289,481</b>	<b>\$ 37,630,027</b>

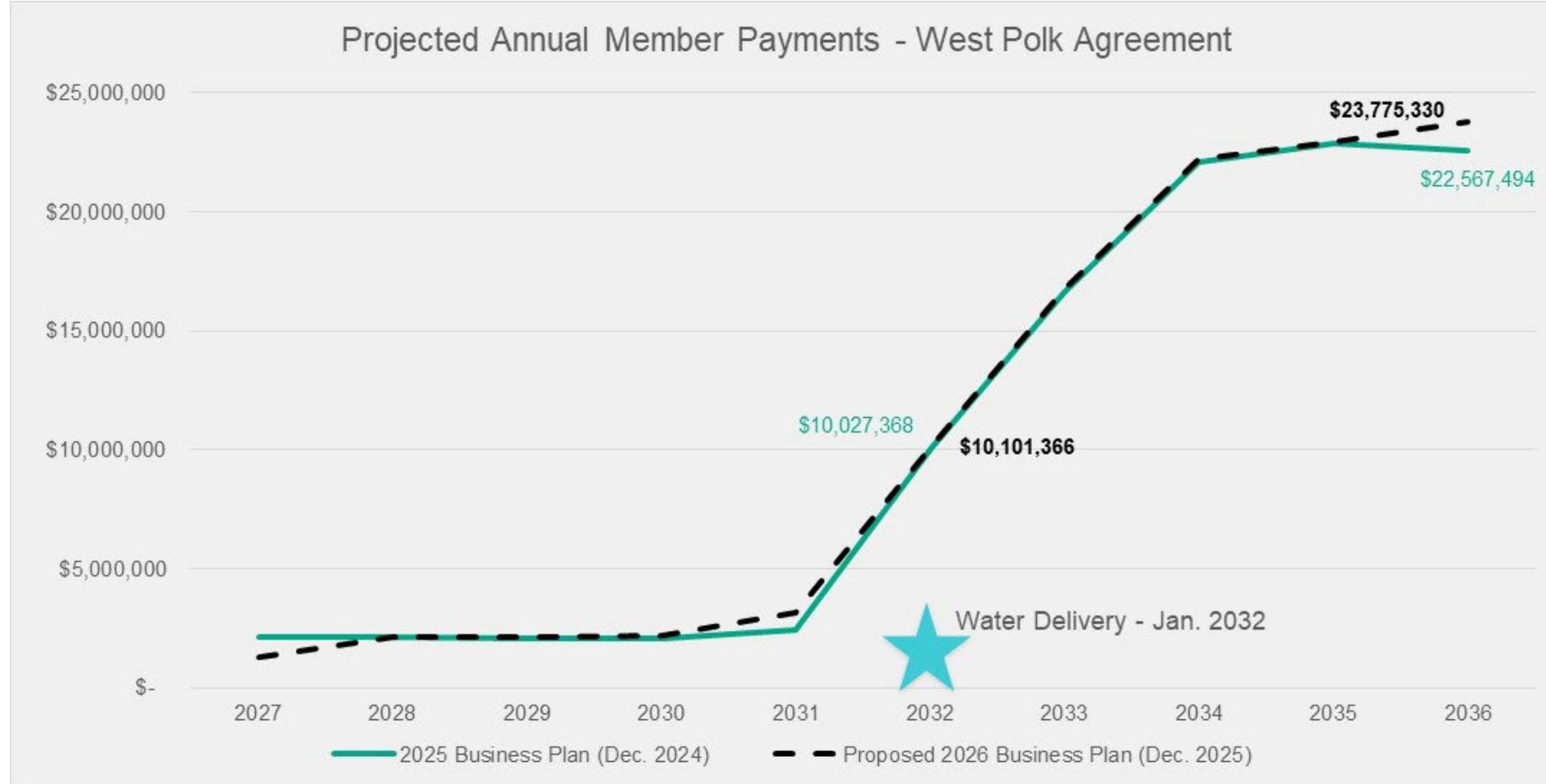
## Formation and Combined Agreements



## Southeast Implementation Agreement



## West Polk Implementation Agreement



*Under the Proposed 2026 Business Plan, WIFIA Loan does not fully amortize until FY2038 while the planning and design loans will have been paid off*

# Projected Annual Payments

## Proposed 2026 Business Plan (Dec. 2025) – Preliminary Estimates

Member	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Auburndale	\$ 688,479	\$ 1,267,457	\$ 3,567,419	\$ 4,655,837	\$ 4,826,848	\$ 5,000,939	\$ 5,427,189	\$ 5,711,534	\$ 5,947,593	\$ 6,240,270
Bartow	\$ 289,192	\$ 491,652	\$ 993,595	\$ 1,234,342	\$ 1,312,611	\$ 1,649,630	\$ 2,029,000	\$ 2,324,998	\$ 2,408,714	\$ 2,507,852
Davenport	\$ 910,418	\$ 1,761,657	\$ 5,554,402	\$ 7,347,231	\$ 7,608,499	\$ 7,748,938	\$ 8,311,409	\$ 8,665,362	\$ 9,038,041	\$ 9,502,565
Dundee	\$ 334,095	\$ 631,954	\$ 1,886,310	\$ 2,479,256	\$ 2,565,675	\$ 2,612,130	\$ 2,798,168	\$ 2,915,241	\$ 3,038,508	\$ 3,192,152
Eagle Lake	\$ 218,601	\$ 422,116	\$ 1,328,827	\$ 1,757,449	\$ 1,819,938	\$ 1,853,542	\$ 1,988,041	\$ 2,072,691	\$ 2,161,819	\$ 2,272,906
Fort Meade	\$ 7,399	\$ 10,121	\$ 10,171	\$ 10,231	\$ 10,297	\$ 10,365	\$ 10,436	\$ 10,510	\$ 10,587	\$ 10,667
Haines City	\$ 1,259,267	\$ 2,392,039	\$ 7,271,307	\$ 9,577,972	\$ 9,914,488	\$ 10,095,585	\$ 10,819,602	\$ 11,275,400	\$ 11,755,306	\$ 12,353,381
Lake Alfred	\$ 336,104	\$ 648,783	\$ 2,041,818	\$ 2,700,338	\$ 2,796,352	\$ 2,847,988	\$ 3,054,633	\$ 3,184,695	\$ 3,321,637	\$ 3,492,315
Lake Hamilton	\$ 167,502	\$ 324,083	\$ 1,021,735	\$ 1,351,515	\$ 1,399,575	\$ 1,425,409	\$ 1,528,872	\$ 1,593,981	\$ 1,662,534	\$ 1,747,981
Lake Wales	\$ 46,916	\$ 66,642	\$ 66,796	\$ 67,010	\$ 67,257	\$ 67,515	\$ 67,782	\$ 68,060	\$ 68,350	\$ 68,651
Lakeland	\$ 1,492,696	\$ 2,393,964	\$ 2,527,660	\$ 2,649,918	\$ 3,422,188	\$ 9,006,287	\$ 14,368,477	\$ 18,745,426	\$ 19,358,162	\$ 20,031,276
Mulberry	\$ 1,089	\$ 1,125	\$ 1,155	\$ 1,197	\$ 1,246	\$ 1,296	\$ 1,348	\$ 1,402	\$ 1,459	\$ 1,517
Polk City	\$ 6,315	\$ 9,591	\$ 9,558	\$ 9,847	\$ 13,500	\$ 40,009	\$ 65,394	\$ 86,141	\$ 89,023	\$ 92,178
Polk County	\$ 1,825,627	\$ 3,234,599	\$ 7,974,709	\$ 10,225,351	\$ 10,671,688	\$ 11,715,024	\$ 13,249,035	\$ 14,370,664	\$ 14,931,068	\$ 15,615,182
Winter Haven	\$ 695,758	\$ 1,252,709	\$ 3,373,510	\$ 4,377,494	\$ 4,536,613	\$ 4,704,610	\$ 5,104,807	\$ 5,372,976	\$ 5,591,947	\$ 5,863,211
Frost Proof	\$ 973	\$ 1,012	\$ 1,053	\$ 1,096	\$ 1,140	\$ 1,186	\$ 1,233	\$ 1,283	\$ 1,335	\$ 1,388
<b>TOTAL</b>	<b>\$ 8,280,432</b>	<b>\$ 14,909,505</b>	<b>\$ 37,630,027</b>	<b>\$ 48,446,085</b>	<b>\$ 50,967,914</b>	<b>\$ 58,780,452</b>	<b>\$ 68,825,425</b>	<b>\$ 76,400,366</b>	<b>\$ 79,386,082</b>	<b>\$ 82,993,4967</b>

- Additional Proposed costs for FY2027
  - One or two new positions – approximately **\$150,000**
    - Conservation Program Manager
    - Assistant Project Manager/Owner Site Representative
  - Combined Projects Budget – approximately **\$1,000,000**
    - Peace River reservoir feasibility on Mosaic property
    - Water use permit application on upper Peace River per the Peace River Cooperation Settlement Agreement with PRMRWSA
    - Water supply availability at TECO Polk power station
    - Five-year Regional Water Supply Planning Process
    - Continued support for Alafia Water Project
    - Funds for other technical items/opportunities that emerge
  - Operations and Maintenance costs – approximately **\$200,000**
    - Land maintenance
    - Completed transmission main maintenance

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Agenda Item G.1.

1/28/2026

**SUBJECT**

Alafia River Water Supply Project Additional Funding for Legal Challenge (Action)

**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 in this report 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 surface water flow was available to the PRWC. However, on July 22, 2025, the Governing Board of the Southwest Florida Water Management District approved a Water Use Permit modification granting Tampa Bay Water the ability to use all water available from the Alafia River.

At the July 30, 2025, PRWC Board of Director meeting, the Board approved a litigation budget of \$204,820 to potentially challenge the permit modification following the results of continued discussions with Tampa Bay Water. 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. 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, 2026.

Legal actions have been on-going including discovery and the taking of depositions. On January 13, 2026, the Administrative Law Judge issued an order that denied a motion by Tampa Bay Water to dismiss the petition due to lack of standing, a copy of which is attached (Exhibit A). Continued legal actions will occur up to the hearing dates in March.

As of December 31, 2025, the PRWC General Counsel and technical experts have used \$175,590.96 of the litigation budget provided by the Board of Directors. Mr. de la Parte estimates that an additional \$226,000 will be needed to cover expenses through the entry of final order later this year. This will increase the total litigation budget to \$430,820. If this matter is resolved through settlement before the hearing date, a portion of these funds would not be expended.

The PRWC has determined that the most direct method to fund the additional permit challenge costs is to fund the project through the PRWC administrative budget. This would increase the amount budgeted in the Administration Budget for the current 2026 fiscal year. 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 additional costs to the legal challenge budget for the Alafia River Water Supply Project and amend the administrative budget by \$226,000 to cover costs of this work.

### **FISCAL IMPACT**

The total legal challenge costs are expected to be \$430,820. Funds would be collected through a budget amendment increasing the administrative budget for FY2026 by \$226,000. Additional costs might be incurred in the future based on the legal process and eventual outcome.

### **CONTACT INFORMATION**

Eric DeHaven

Katie Gierok

Ed de la Parte

# Polk Regional Water Cooperative

## Alafia River Permit Additional Challenge Costs

	2024 Annual Water Use (MGD)	% of Total 2024 Water Use	Proposed Cost to Member
<b>MEMBER FUNDING COSTS</b>			
Lakeland	23.82	29.35%	\$ 66,337.89
Polk County	19.50	24.03%	\$ 54,306.84
Winter Haven	11.06	13.63%	\$ 30,801.73
Haines City	6.94	8.55%	\$ 19,327.66
Auburndale	6.63	8.17%	\$ 18,464.33
Bartow	3.24	3.99%	\$ 9,023.29
Lake Wales	2.41	2.97%	\$ 6,711.77
Davenport	2.21	2.72%	\$ 6,154.78
Lake Alfred	1.33	1.64%	\$ 3,704.00
Eagle Lake	0.81	1.00%	\$ 2,255.82
Dundee	0.80	0.99%	\$ 2,227.97
Fort Meade	0.64	0.79%	\$ 1,782.38
Mulberry	0.47	0.58%	\$ 1,308.93
Polk City	0.44	0.54%	\$ 1,225.39
Frostproof	0.43	0.53%	\$ 1,197.54
Lake Hamilton	0.42	0.52%	\$ 1,169.69
<b>Subtotal</b>	<b>81.15</b>	<b>100.00%</b>	<b>\$ 226,000.00</b>

Exhibit A

**STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS**

POLK REGIONAL WATER  
COOPERATIVE,

Petitioner,

vs.

Case No. 25-5480

TAMPA BAY WATER AND  
SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT,

Respondents.

/

**ORDER DENYING MOTION TO DISMISS**

This cause came before the undersigned on Respondent, Tampa Bay Water's, Motion to Dismiss Petition for Lack of Standing (Motion). The undersigned, has reviewed the Motion and the Response thereto filed by Petitioner Polk Regional Water Cooperative (PRWC). In reviewing the Motion, the undersigned has assumed the allegations in the Petition for Formal Administrative Hearing (Petition) as true, and applied every reasonable inference in Petitioner's favor. *Curd v. Mosaic Fertilizer, LLC*, 39 So. 3d 1216, 1222 (Fla. 2010); *Dep't of HRS v. S.A.P.*, 835 So. 2d 1091, 1094 (Fla. 2002); *Univ. Psychiatric Ctr., Inc. v. Dep't of HRS*, 597 So. 2d 400, 401 (Fla. 1st DCA 1992); *Ralph v. City of Daytona Beach*, 471 So. 2d 1, 2 (Fla. 1983). In considering the Motion, the undersigned "must 'accept as true the factual allegations of the petitions and may not consider any factual matters outside the amended petitions.'" *Save our Creeks v. Florida Fish & Wildlife Conser. Comm'n*, 112 So. 3d 128, 130 (Fla. 1st DCA 2013)(citing *St. Francis Parkside Lodge of Tampa Bay v. Dep't of HRS*, 486 So. 2d 32, 34 (Fla. 1st DCA 1986)).

Section 120.52(13), Florida Statutes, defines a "party," in pertinent part, as a person "whose substantial interests will be affected by proposed agency action, and who makes an appearance as a party." Section 120.569(1) provides, in pertinent part, that "[t]he provisions of this section apply in all proceedings in which the substantial interests of a party are determined by an agency."

Tampa Bay Water argues that the interests asserted by Petitioner fail to meet the two-pronged test for standing established in *Agrico Chemical Corporation v. Department of Environmental Regulation*, 406 So. 2d 478 (Fla. 2d DCA 1981). In particular, Tampa Bay Water focuses on the speculative nature of PRWC's interest

in using the surface waters of the Alafia River, alleging that PRWC water sources are limited to groundwater, and that PRWC has no existing legal right to withdraw water from the Alafia River.

Under the two-pronged test, PRWC is considered to have a substantial interest in the outcome of the proceeding, if it shows: “1) that [it] will suffer an injury in fact which is of sufficient immediacy to entitle him to a section 120.57 hearing and 2) that [its] substantial injury is of a type or nature which the proceeding is designed to protect.” *Id.* at 482.

*Agrico* was not intended as a barrier to the participation in proceedings under chapter 120 by persons who are affected by the potential and foreseeable results of agency action. See *Peace River/Manasota Reg'l Water Supply Auth. v. IMC Phosphates Co.*, 18 So. 3d 1079, 1082-83 (Fla. 2d DCA 2009) (“[S]tanding is a legal concept that requires a would be litigant to demonstrate that he or she reasonably expects to be affected by the outcome of the proceedings, either directly or indirectly.”). Rather, “[t]he intent of *Agrico* was to preclude parties from intervening in a proceeding where those parties’ substantial interests are totally unrelated to the issues that are to be resolved in the administrative proceedings.” *Mid-Chattahoochee River Users v. Fla. Dep’t of Envtl. Prot.*, 948 So. 2d 794, 797 (Fla. 1st DCA 2006)(citing *Gregory v. Indian River Cnty.*, 610 So. 2d 547, 554 (Fla. 1st DCA 1992)).

Standing is a forward-looking concept, not to be confused with prevailing on the merits. When standing is challenged, “it is sufficient that the petitioner demonstrate by such proof that his substantial interests “could reasonably be affected by ... [the] proposed activities.” *Palm Beach Cnty. Envtl. Coal. v. Dep’t of Envtl. Prot.*, 14 So. 3d 1076, 1078 (Fla. 4th DCA 2009)(citing *Peace River/Manasota Reg'l Water Supply Auth.*, 18 So. 3d at 1084).

“Under the first prong of *Agrico*, the injury-in-fact standard is met by a showing that the petitioner has sustained actual or immediate threatened injury at the time the petition was filed, and [t]he injury or threat of injury must be both real and immediate, not conjectural or hypothetical.” *S. Broward Hosp. Dist. v. Ag. for Health Care Admin.*, 141 So. 3d 678, 681 (Fla. 1st DCA 2014) (citing *Vill. Park Mobile Homes Ass’n v. Dep’t of Bus. Regul.*, 506 So. 2d 426, 433 (Fla. 1st DCA 1987)).

Petitioner has alleged that its present water supply planning activities could be affected by issuance of the water use permit to Tampa Bay Water, and that Respondent, Southwest Florida Water Management District (SWFWMD), has previously identified the Alafia River as a future water supply source for PRWC in its regional water supply plans. PRWC has also alleged that, in order to advance its water supply planning obligations, it has a current permit application with

SWFWMD for withdrawals from the Alafia River that would be affected by the Tampa Bay Water permit. Those allegations, taken as true, do not constitute pure speculation or conjecture. In addition, the water supply planning activities alleged by Petitioner are within the zone of interest of this proceeding. *Peace River/Manasota Reg'l Water Supply Auth.*, 18 So. 3d at 1084.

Issues of whether “public interest” arguments, including whether the proposed withdrawals constitute “transport and use” of water across county boundaries are legal issues that can be argued in the course of this proceeding, and do not go to standing.

Based on the broad grant of standing as established in *Palm Beach County Environmental Coalition* and cases cited herein, and on the policy that it is best to have cases heard on their merits when possible, it is

ORDERED that the Motion is DENIED. Standing remains subject to proof at the final hearing. Therefore, this Order is entered without affecting the obligation of PRWC to prove its standing, and without prejudice to the right of Tampa Bay Water to offer evidence in opposition to PRWC’s standing, at the final hearing.

Tampa Bay Water’s request for further relief, including an award of costs and attorney’s fees and a certification that PRWC’s Petition was an improper purpose is DENIED.

DONE AND ORDERED this 13th day of January, 2026, in Tallahassee, Leon County, Florida.



---

E. GARY EARLY  
Administrative Law Judge  
DOAH Tallahassee Office

Division of Administrative Hearings  
2001 Drayton Drive  
Tallahassee, Florida 32311  
(850) 488-9675  
[www.doah.state.fl.us](http://www.doah.state.fl.us)

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Philip J. Sliger, Attorney  
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Agenda Item G.2.

1/28/2026

**SUBJECT**

Designate the Alafia River Water Supply Project as an Approved Project and approve Second Amendment to the Combined Projects Implementation Agreement adding the Alafia River Water Supply Project (Action)

**DESCRIPTION**

In 2016 the PRWC considered over 200 nominated alternative water supply projects. Out of those many projects, the 2017 Phase 2 Implementation Agreement Engineers Report identified 5 candidate projects. One of the highest ranked candidate 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 and West Polk Projects, and Peace River/Peace Creek projects, will be needed by 2070, maybe as early as 2040. The Alafia River will potentially be a critical option to provide this additional supply.

Under Section 2.10 of the Interlocal Agreement that established the PRWC, the Alafia River Water Supply Project is considered a Candidate water project because it is one of five short-listed projects that is deemed ready for assessment and evaluation for potential implementation. The PRWC would like to elevate the status of the Project to an Approved Water Project, (which is deemed ready for implementation). In addition, the PRWC would like to add the project to the PRWC Combined Projects Implementation Agreement to reflect the current level of investigation that is on-going in evaluating the project as a future water supply source. Once the project is added to the Combined Projects Implementation Agreement it is considered an Approved Project that can be evaluated for implementation based upon Board financial support. The second amendment to the Combined Projects Agreement is attached as Exhibit A. If approved by the PRWC Board of Directors, this amendment would need to be approved by each participants city/county commission.

**RECOMMENDATION**

Approve the designation of the Alafia River Water Supply Project as an Approved Project and approve the Second Amendment to the Combined Projects Implementation Agreement adding the Alafia River Water Supply Project

### **FISCAL IMPACT**

No fiscal impact.

### **CONTACT INFORMATION**

Eric DeHaven

Katie Gierok

Ed de la Parte

**SECOND AMENDMENT TO  
COMBINED PROJECTS IMPLEMENTATION AGREEMENT**

THIS SECOND AMENDMENT to that certain Combined Projects Implementation Agreement dated May 1, 2017 (“Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative (“Cooperative”), whose address is 330 W. Church Street, Bartow, FL 33830, the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County (“Polk County”), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a “Party” and collectively referred to as the “Parties.”

**THE PURPOSE** of this Second Amendment is to add the Alafia River Project to the Combined Projects, all of which are Approved Water Projects of the Cooperative, pursuant to the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative and Sections 163.01 and 373.713, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged and the Parties hereby modify, amend and supplement the Agreement as follows:

**Section 1: RECITALS AND RATIFICATION OF PRIOR AGREEMENT.**

The foregoing recitals are true and correct and by this reference are incorporated into this Second Amendment. It is the Parties' intent, which is hereby expressed, that except as specifically modified herein, the original Agreement is not modified and remains an enforceable contractual relationship among the Parties.

**Section 2: EFFECTIVE DATE.**

This Second Amendment shall take effect on the date it is duly authorized and executed by all the Parties, which date shall be memorialized by the Cooperative and distributed to the other Parties.

**Section 3: DEFINITIONS.**

a. The term "Combined Projects" in Section 1 of the Agreement is modified and shall read as follows:

**"Combined Projects"** means the West Polk Lower Floridan Aquifer Well-field, Southeast Wellfield, Peace Creek Integrated Water Supply Project, the Peace River/Land Use Transition Treatment Facility and the Alafia River Project.

b. The term "Alafia River Project" is created in Section 1 of the Agreement and shall read as follows:

**"Alafia River Project "** means a surface water facility to harvest water from the Alafia River during high flows at two intake structures, store, treat and then supply potable water to project partners on the west side of Polk County..

c. The term "Project" in Section 1 of the Agreement is modified and shall read as follows:

“**Project**” means one, two, three, four or all five of the Combined Projects, as determined when Phase 2 is implemented.

d. The term “Project Manager” in Section 1 of the Agreement is modified and shall read as follows:

“**Project Manager**” means the person or alternate(s) designated by the Co-operative pursuant to Section 7.3 to manage the Cooperative’s responsibilities under this Agreement with respect to each of the five Projects. The Cooperative may appoint the Combined Project Administrator as one or more Project Managers.

#### **Section 4: GENERAL BACKGROUND OF THE PROJECT.**

Section 2 of the Agreement is modified to add a new Section 2.4 and shall read as follows:

**2.4 Alafia River Project.** This Project includes construction of a surface water intake, treatment facility, storage facilities and transmission lines along the North and South Prongs of the Alafia River. It is estimated that approximately 12-15 MGD of surface water can be withdrawn from the Alafia River over a 50-year period. In the Phase 2 Implementation Agreement Engineer’s Report dated April 30, 2017, it was estimated that the construction cost for this Project would be \$297,206.000.

*[Signatures begin on the following pages]*

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF AUBURNDALE, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF BARTOW, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF DAVENPORT, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF EAGLE LAKE, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF FORT MEADE, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF HAINES CITY, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE ALFRED, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKELAND, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF LAKE WALES, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF MULBERRY, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF POLK CITY, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE  
CITY OF WINTER HAVEN, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE  
TOWN OF DUNDEE, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

TOWN COUNCIL OF THE  
TOWN OF LAKE HAMILTON, FLORIDA

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

ATTEST:

Stacy M. Butterfield  
Clerk to the Board

POLK COUNTY, a political subdivision of  
The State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

---

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to the Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE

By: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS:

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Edward P. de la Parte, Jr., Legal Counsel

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Agenda Item H.1.

1/28/2026

**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.2.

1/28/2026

**SUBJECT**

Approve the Guaranteed Maximum Price (GMP-6) for Construction Packages 2C and 3B for the Southeast Wellfield Project (Action)

**DESCRIPTION**

GMP-6 consists of Southeast Wellfield Transmission Main Construction Packages 2C and 3B as shown in Exhibit A. Construction Package 2C includes approximately 33,700 linear feet of 30-inch ductile iron pipe ("DIP") and 4,100 linear feet of 30-inch high density polyethylene ("HDPE") pipe in the Dundee and Lake Hamilton areas. Package 2C also includes connections to the Dundee and Lake Hamilton receiving facilities. Construction Package 3B includes approximately 4,000 linear feet of 30-inch DIP, 6,350 linear feet of 24-inch polyvinyl chloride ("PVC") pipe and 6,300 linear feet of 30-inch and 24-inch HDPE pipe along 10<sup>th</sup> Street in Haines City and Davenport.

Competitive bids were received on December 2, 2025 for Construction Packages 2C and 3B. Construction Package 2C received eight (8) bids as follows:

1. Amici \$15,595,588.00
2. Midsouth \$16,293,408.80
3. RCS \$16,973,633.20\*
4. JDS \$17,137,953.00
5. Garney \$19,010,628.00
6. ADS \$19,900,000.00
7. Killebrew \$20,016,880.00
8. Ruby-Collins \$21,464,438.70

Construction Package 3B received five (5) bids as follows:

1. RCS \$ 7,877,536.35
2. Midsouth \$ 8,251,083.20
3. Amici \$ 8,380,790.00
4. Garney \$11,156,319.00
5. JDS \$11,257,556.00

After analysis of the bids and discussions with the PRWC, the Florida Water Partners recommends award of Construction Package 2C to Amici for a base bid price of \$15,595,588.00. Additionally, Florida Water Partners recommends award of Construction Package 3B to Midsouth for a base bid price \$8,251,083.20. RCS was disqualified due to lack of relevant experience, documented trench safety OSHA violations, and failure to submit requisite licenses and certifications.

The total Florida Water Partners Guaranteed Maximum Price for GMP-6 is \$32,297,597.00, inclusive of contingency, general conditions, bonds, insurance, and an 8% construction fee. Construction of these portions of the water transmission main is scheduled to commence in the spring of 2026 with completion in early 2028. The GMP-6 proposal is attached as Exhibit B.

## **RECOMMENDATION**

Approve the Guaranteed Maximum Price (GMP-6) for Construction Packages 2C and 3B for the Southeast Wellfield Project.

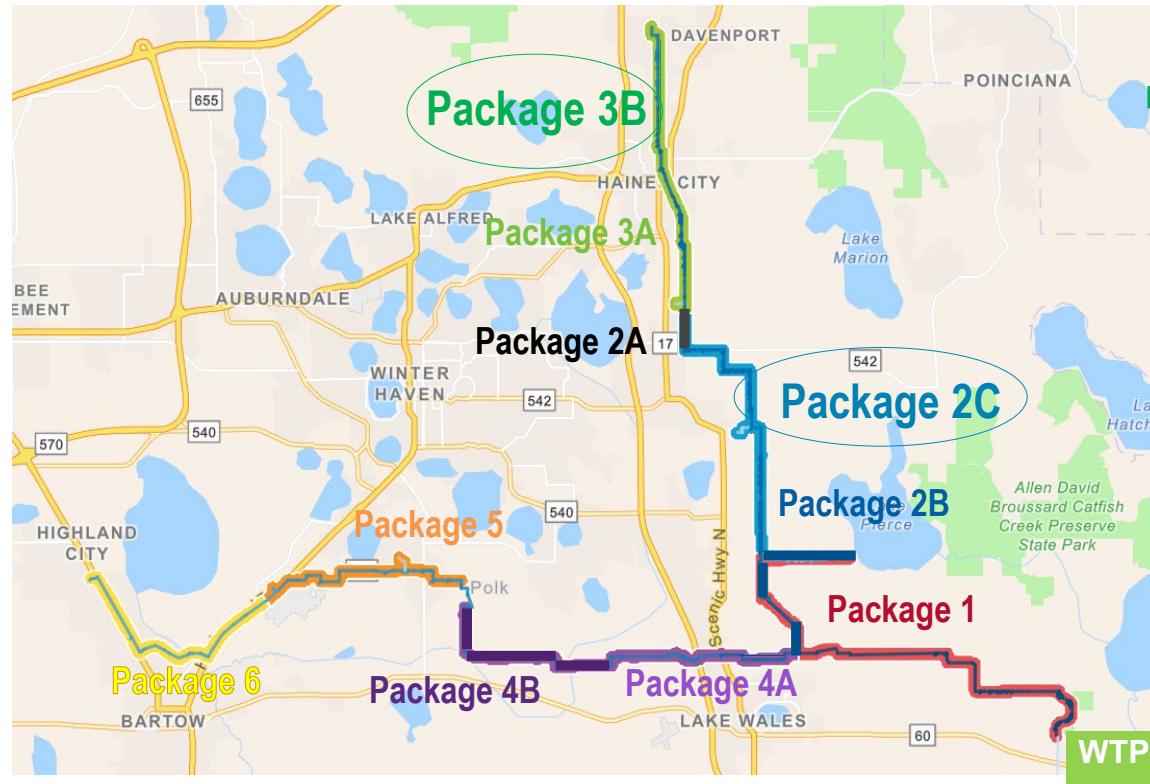
## **FISCAL IMPACT**

GMP-6 results in a fiscal impact of \$32,297,597.00. The EPA WIFIA loan (WIFIA ID - 19139FL) and the SWFWMD grant (20CF0003425 - Q216) will be used to pay the costs to construct this portion of the transmission main.

## **CONTACT INFORMATION**

Mark Addison

# Exhibit A – Transmission System Construction Packages



# SOUTHEAST LFA WELLFIELD PROJECT

GMP-6

SETM Construction Packages 2C and 3B

December 9th, 2025



## **Table of Contents**

**Section 1:** Cover Letter

**Section 2:** Exhibit “C” GMP Addendum Summary

**Section 3:** Schedule 1 - CMAR’s Personnel

**Section 4:** Schedule 2 - Contract Drawings & Specifications

**Section 5:** Schedule 3 - GMP Bid Breakdown

**Section 6:** Schedule 4 - Clarifications, Assumptions, Exclusions & Allowances

**Section 7:** Bid Package 2C and 3B - CPM Schedule

## **Section 1: Cover Letter**

Florida Water Partners (FWP) is pleased to provide this Guaranteed Maximum Price (GMP-6) for the Southeast LFA Wellfield Project – SETM – Construction Packages 2C and 3B. Bid packages 2C and 3B were advertised on October 14<sup>th</sup>, 2025, with bids received on December 2<sup>nd</sup>, 2025. A total of eight bid packages were received for Package 2C, and five bid packages were received for Package 3B and evaluated by FWP and PRWC to determine the best value bidder for each scope of work. After the review and evaluation period, it was determined that all bidders were responsive on Package 2C and all bidders except RCS Construction Company, Inc. were responsive on Package 3B. Midsouth Inc. was the best value selection for Construction Package 3B. Amici was the best value selection for Construction Package 2C. A complete analysis can be found in Section 5 – Schedule 3 – GMP Bid Breakdown.

GMP- SETM Bid Package includes cost for performance and payment bonds, insurance, CMAR general conditions, CMAR contingency, and CMAR fee.

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

GMP-6 scope of work description is included in Section 4 – Schedule 2 – Contract Drawings and Specifications.

The GMP is based on a unit price agreement with a Limited Notice to Proceed date of January 2026. The construction schedule for GMP-6 is provided in Section 7.

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

## Section 2: Exhibit 'C' GMP Addendum Summary

### **EXHIBIT "C"**

#### GMP ADDENDUM TO

Agreement between Polk Regional Water Cooperative and Construction Manager at Risk

#### ***Southeast LFA Wellfield and West Polk LFA Wellfield***

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

1. The CMAR's (GMP) for the Work as defined in Section 6.1.3 and the CMAR's Fee as defined in Section 6.1.2, for the Construction Phase Services is \$32,297,597.00.
2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

Schedule 1 CMAR's Personnel.

Schedule 2 Contract Drawings & Specifications.

Schedule 3 GMP Bid Breakdown.

Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

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

#### Package 2C

- A. Limited Notice to Proceed date – January 2026
- B. Project Substantial Completion Date: 686 Calendar days from Notice to Proceed
- C. Project Final Completion Date: 60 Calendar days after Substantial Completion
- D. In the event the CMAR does not achieve Substantial Completion within the Contract Time, including approved extensions, the CMAR shall pay the Cooperative, as liquidated damages and not as a penalty, the sum of \$3,500.00 per day for each calendar day, the actual time of performance exceeds the authorized Contract Time.

#### Package 3B

- A. Limited Notice to Proceed date – January 2026
- B. Project Substantial Completion Date: 719 Calendar days from Notice to Proceed
- C. Project Final Completion Date: 60 Calendar days after Substantial Completion
- D. In the event the CMAR does not achieve Substantial Completion within the Contract Time, including approved extensions, the CMAR shall pay the Cooperative, as liquidated damages and not as a penalty, the sum of \$3,500.00 per day for each calendar day, the actual time of performance exceeds the authorized Contract Time.

4. The CMAR's Fee for overhead, profit, and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be 8 % of the cost of work, as defined under section 6.1.3, and contingency. The CMAR's Fee shall be converted to a fixed amount upon acceptance of the GMP, subject to changes described herein, and shall be paid proportionally to the ratio

of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

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

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

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

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman  
Board of Directors

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

Approved as to form and legal sufficiency:

Cooperative Attorney

Date

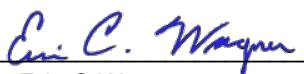
Attest:

  
Tracy Winsor

Printed Name

**Construction Manager at Risk.**

a Florida corporation

By:   
Eric C Wagner

Title: Executive Manager

## Section 3: Schedule 1 – CMAR's Personnel

Name	Title	Duration (Months)	Percentage
<b>Off-Site Staff</b>			
<b>On-Site Staff</b>			
Darwin Randle	Superintendent-2C	28	100%
Edgar Delapez	Superintendent-3B	26	50%
Ethan Cason	Project Engineer-2C	28	100%
Jared Debrino	Project Engineer-3B	26	50%

## **Section 4: Schedule 2 – Contract Drawings & Specifications**

The following documents were used to develop GMP-6.

### Package 2C

1. SE Water Transmission Main Construction Package 2C Technical Specifications, dated September 2025, prepared by Team One.
2. Southeast Water Transmission Main Construction Package 2C drawings, dated September 2025, prepared by Team One.
3. Geotechnical Engineering Reports – PRWC SE Wellfield Pipeline Segment 8, dated March 2023, prepared by Madrid CPWG.
4. Addendums 1, 2 and 3 prepared by FWP, Team One, and PRWC. The addendums are included in Section 6.

### Package 3B

1. SE Water Transmission Main Construction Package 3B Technical Specifications dated September 2025 prepared by Team One.
2. Southeast Water Transmission Main Construction Package 3B drawings dated September 2025 prepared by Team One.
3. Geotechnical Engineering Reports – PRWC SE Wellfield Pipeline Segment 6, dated May 2023.
4. Addendums 1 and 2 prepared by FWP, Team One, and PRWC. The addendums are included in Section 6.

**LARGE FILES TO BE PROVIDED SEPARATELY**

## Section 5: Schedule 3 – GMP Bid Breakdown

Enclosed is the GMP-6 summary and backup.

<b>GMP-6: Construction Package 3B &amp; 2C</b>		<b>12/26/2025</b>
<b>CONSTRUCTION COSTS</b>		
	CMAR General Conditions	2,292,562
	Construction Package 3B	8,251,083
15%	CMAR Contingency	1,237,662
	Construction Package 2C	15,595,588
10%	CMAR Contingency	1,559,559
	Testing & Inspection Fees	20,000
	Permit Fees	10,000
<b>SUBTOTAL COSTS</b>		<b>28,966,454</b>
<b>ALLOWANCES, INDIRECT COSTS</b>		
<b>ALLOWANCES</b>		
<b>INDIRECT COST</b>		
1.25%	Bonds (on Estimate Total)	362,081
2.25%	Insurance (on Estimate Total)	651,745
8.00%	Construction Fee	2,317,316
<b>GMP-6 TOTAL</b>		<b>32,297,597</b>


**PRWC - SETM**

GMP-06: SEGMENT 3B and 2C

Submittal Date: 12/26/2025

SEC	DESCRIPTION	QTY	UM	Unit Cost (\$)	Extended Cost (\$)
2C	Mobilization and Demobilization	1	LS	\$ 640,000.00	\$ 640,000.00
2C	Gopher Tortoise Survey	1	LS	\$ 9,200.00	\$ 9,200.00
2C	Preconstruction Video	1	LS	\$ 5,900.00	\$ 5,900.00
2C	Survey/As-built Drawings	1	LS	\$ 95,000.00	\$ 95,000.00
2C	Maintenance of Traffic	1	LS	\$ 62,000.00	\$ 62,000.00
2C	Clearing and Grubbing	1	LS	\$ 110,000.00	\$ 110,000.00
2C	Erosion and Sedimentation Control	1	LS	\$ 110,800.00	\$ 110,800.00
2C	Existing Utility Location, Relocations & Support	1	LS	\$ 75,000.00	\$ 75,000.00
2C	30" Ductile Iron Pipe (Open-Cut)	33672	LF	\$ 299.50	\$ 10,084,764.00
2C	10" PVC Pipe (Open-Cut)	936	LF	\$ 57.00	\$ 53,352.00
2C	30" Steel Pipe - NOT IN THIS CONTRACT				
2C	Corrosion Protection Systems -NOT IN THIS CONTRACT				
2C	10" HDPE (Horizontal Directional Drill)	2,200	LF	\$ 218.00	\$ 479,600.00
2C	30" HDPE (Horizontal Directional Drill)	4,095	LF	\$ 448.00	\$ 1,834,560.00
2C	42" Jack and Bore Steel Casing - NOT IN THIS CONTRACT				
2C	Below Grade Bacteriological Sampling Assembly	25	EA	\$ 4,800.00	\$ 120,000.00
2C	Water Main Testing and Disinfection	1	LS	165000	\$ 165,000.00
2C	10" Gate Valve - VALVES TO BE PROVIDED BY OWNER	2	EA	\$ 2,500.00	\$ 5,000.00
2C	30" Butterfly Valve - VALVES TO BE PROVIDED BY OWNER	8	EA	\$ 11,000.00	\$ 88,000.00
2C	10" 11.25 degree bend	6	EA	\$ 1,200.00	\$ 7,200.00
2C	10" 45 degree bend	6	EA	\$ 1,400.00	\$ 8,400.00
2C	10" 90 degree bend	3	EA	\$ 1,500.00	\$ 4,500.00
2C	30" 45 degree bend	16	EA	\$ 14,000.00	\$ 224,000.00
2C	30" 90 degree bend	5	EA	\$ 18,000.00	\$ 90,000.00
2C	30"x 10" Tee	1	EA	18000	\$ 18,000.00
2C	10" Plug	1	EA	900	\$ 900.00
2C	2" Flushing Valve Outlet - NOT IN THIS CONTRACT				
2C	1" Air Release Valve Assembly	2	EA	\$ 5,500.00	\$ 11,000.00
2C	3" Combination Air Release Valve Assembly	19	EA	\$ 18,000.00	\$ 342,000.00
2C	4" Blow Off Assembly	19	EA	\$ 9,400.00	\$ 178,600.00
2C	Asphalt Roadway Repair	250	SQ YD	\$ 280.00	\$ 70,000.00
2C	Milling and Overlay of Existing Asphalt Pavement	2168	SQ YD	\$ 33.00	\$ 71,544.00
2C	Curb or Curb and Gutter - NOT IN THIS CONTRACT				
2C	Dirt Road Restoration - NOT IN THIS CONTRACT				
2C	Gravel Road Restoration	340	SQ YD	\$ 22.00	\$ 7,480.00
2C	Unpaved Road Restoration	126	SQ YD	\$ 60.00	\$ 7,560.00
2C	Concrete Sidewalk Replacement - NOT IN THIS CONTRACT				
2C	Concrete Driveway Replacement - NOT IN THIS CONTRACT				
2C	Asphalt Driveway Replacement - NOT IN THIS CONTRACT				
2C	Fencing removal and re-installation	5846	LF	\$ 18.00	\$ 105,228.00
2C	Sodding	1	LS	\$ 38,000.00	\$ 38,000.00
2C	Seed and Mulch	1	LS	\$ 15,000.00	\$ 15,000.00
2C	Gopher Tortoise Permitting and Relocation-ALLOWANCE	1	LS		\$ 200,000.00
2C	Utility Pole Protection-ALLOWANCE	1	LS		\$ 80,000.00
2C	ALTERNATE-Remobilization at direction of CMAR	1	LS		\$ 20,000.00
2C	Well Abandonment-ALLOWANCE	1	LS		\$ 50,000.00
2C	<b>SEGMENT 2C SCHEDULE OF VALUES SUBTOTAL</b>				<b>\$15,595,588.00</b>
2C	CMAR CONTINGENCY			10.0%	\$1,559,558.80
<b>2C</b>					<b>\$17,155,146.80</b>
3B	Mobilization and Demobilization	1	LS	\$ 395,770.00	\$ 395,770.00
3B	Gopher Tortoise Survey	1	LS	\$ 5,400.00	\$ 5,400.00
3B	Preconstruction Video	1	LS	\$ 8,350.00	\$ 8,350.00
3B	Survey/As-built Drawings	1	LS	\$ 67,200.00	\$ 67,200.00

3B	Maintenance of Traffic	1	LS	\$ 139,160.00	\$ 139,160.00
3B	Clearing and Grubbing	1	LS	\$ 99,770.00	\$ 99,770.00
3B	Erosion and Sedimentation Control	1	LS	\$ 64,990.00	\$ 64,990.00
3B	Existing Utility Location, Relocations & Support	1	LS	\$ 31,790.00	\$ 31,790.00
3B	30" Ductile Iron Pipe (Open-Cut)	3,980	LF	\$ 388.90	\$ 1,547,822.00
3B	12" PVC Pipe (Open-Cut)	1979	LF	\$ 88.80	\$ 175,735.20
3B	24" PVC Pipe (Open-Cut)	6345	LF	\$ 130.40	\$ 827,388.00
3B	30" Steel Pipe - NOT IN THIS CONTRACT				
3B	Corrosion Protection Systems - NOT IN THIS CONTRACT				
3B	30" HDPE (Horizontal Directional Drill)	3,987	LF	\$ 466.20	\$ 1,858,739.40
3B	24" HDPE (Horizontal Directional Drill)	2,345	LF	\$ 303.90	\$ 712,645.50
3B	42" Jack and Bore Steel Casing - NOT IN THIS CONTRACT				
3B	Below Grade Bacteriological Sampling Assembly	10	EA	\$ 5,160.00	\$ 51,600.00
3B	Water Main Testing and Disinfection	1	LS	\$ 86,380.00	\$ 86,380.00
3B	12" Gate Valve - VALVES TO BE PROVIDED BY OWNER	2	EA	\$ 6,520.00	\$ 13,040.00
3B	24" Butterfly Valve - VALVES TO BE PROVIDED BY OWNER	2	EA	\$ 8,000.00	\$ 16,000.00
3B	30" Butterfly Valve - VALVES TO BE PROVIDED BY OWNER	1	EA	\$ 10,680.00	\$ 10,680.00
3B	30" 11.25 degree bend	10	EA	\$ 11,130.00	\$ 111,300.00
3B	30" 22.5 degree bend	3	EA	\$ 11,850.00	\$ 35,550.00
3B	30" 45 degree bend	4	EA	\$ 13,000.00	\$ 52,000.00
3B	30" 90 degree bend	5	EA	\$ 16,890.00	\$ 84,450.00
3B	24" 11.25 Degree Bend	6	EA	\$ 5,660.00	\$ 33,960.00
3B	24" 45 Degree Bend	10	EA	\$ 5,980.00	\$ 59,800.00
3B	24" 90 Degree Bend	4	EA	\$ 10,120.00	\$ 40,480.00
3B	24" x 12" Tee	1	EA	\$ 9,660.00	\$ 9,660.00
3B	30" x 24" Reducer	1	EA	\$ 10,810.00	\$ 10,810.00
3B	12" 45 Degree Bend	2	EA	\$ 1,430.00	\$ 2,860.00
3B	12" 90 Degree Bend	2	EA	\$ 1,530.00	\$ 3,060.00
3B	12" Plug	1	EA	\$ 800.00	\$ 800.00
3B	2" Flushing Valve Outlet - NOT IN THIS CONTRACT				
3B	3" Combination Air Release Valve Assembly	4	EA	\$ 24,900.00	\$ 99,600.00
3B	2" Combination Air Release Valve Assembly	10	EA	\$ 14,770.00	\$ 147,700.00
3B	4" Blow Off Assembly	3	EA	\$ 17,370.00	\$ 52,110.00
3B	Asphalt Roadway Repair	1,234	SQ YD	\$ 334.30	\$ 412,526.20
3B	Milling and Overlay of Existing Asphalt Pavement	1,937	SQ YD	\$ 67.50	\$ 130,747.50
3B	Curb or Curb and Gutter	60	LF	\$ 124.60	\$ 7,476.00
3B	Dirt Road Restoration	42	SQ YD	\$ 86.40	\$ 3,628.80
3B	Gravel Road Restoration	22	SQ YD	\$ 88.10	\$ 1,938.20
3B	Concrete Sidewalk Replacement	2,591	SQ YD	\$ 127.20	\$ 329,575.20
3B	Concrete Driveway Replacement	49	SQ YD	\$ 140.00	\$ 6,860.00
3B	Asphalt Driveway Replacement	73	SQ YD	\$ 138.40	\$ 10,103.20
3B	Fencing removal and re-installation	3,398	LF	\$ 36.00	\$ 122,328.00
3B	Sodding	1	LS	\$ 85,330.00	\$ 85,330.00
3B	Seed and Mulch	1	LS	\$ 43,970.00	\$ 43,970.00
3B	Gopher Tortoise Permitting and Relocation-ALLOWANCE	1	LS	\$ 80,000.00	\$ 80,000.00
3B	Utility Pole Protection-ALLOWANCE	1	LS	\$ 80,000.00	\$ 80,000.00
3B	ALTERNATE-Remobilization at direction of CMAR	1	LS	\$ 80,000.00	\$ 80,000.00
3B	<b>SEGMENT 3B SCHEDULE OF VALUES SUBTOTAL</b>				<b>\$8,251,083.20</b>
3B	CMAR CONTINGENCY			15.0%	\$1,237,662.48
3B	<b>SUB TOTAL SEGMENT 3B</b>				<b>\$9,488,745.68</b>
	TESTING & INSPECTION FEES				\$20,000.00
	PERMIT FEES				\$10,000.00
GMP-06 TOTAL	CMAR GENERAL CONDITIONS				\$2,292,562.00
GMP-06 TOTAL	CMAR BONDS/INSURANCE				\$1,013,826.00
GMP-06 TOTAL	CMAR FEE				\$2,317,316.00
	<b>GMP-05 TOTAL</b>				<b>32,297,596.48</b>

## **Section 6: Schedule 4 – Clarifications, Assumptions, Exclusions**

### **Package 2C**

The GMP and project schedule provided are contingent on easements being acquired so that gopher tortoise relocation, clearing and grubbing, and material deliveries can occur before full mobilization. As noted in the documents, some Property parcels are still in the process of being acquired. The anticipated date of release is indicated on the attached parcel spreadsheet.

### **Package 3B**

The GMP and project schedule provided are contingent on easements being acquired so that gopher tortoise relocation, clearing and grubbing, and material deliveries can occur before full mobilization. As noted in the documents, some Property parcels are still in the process of being acquired. The anticipated date of release is indicated on the attached parcel spreadsheet.

Permitting costs other than for gopher tortoises are excluded from these costs. All other permits should be available no later than February 1<sup>st</sup>, 2026.

No species mitigation efforts have been included other than the gopher tortoise survey and allowance for relocation.

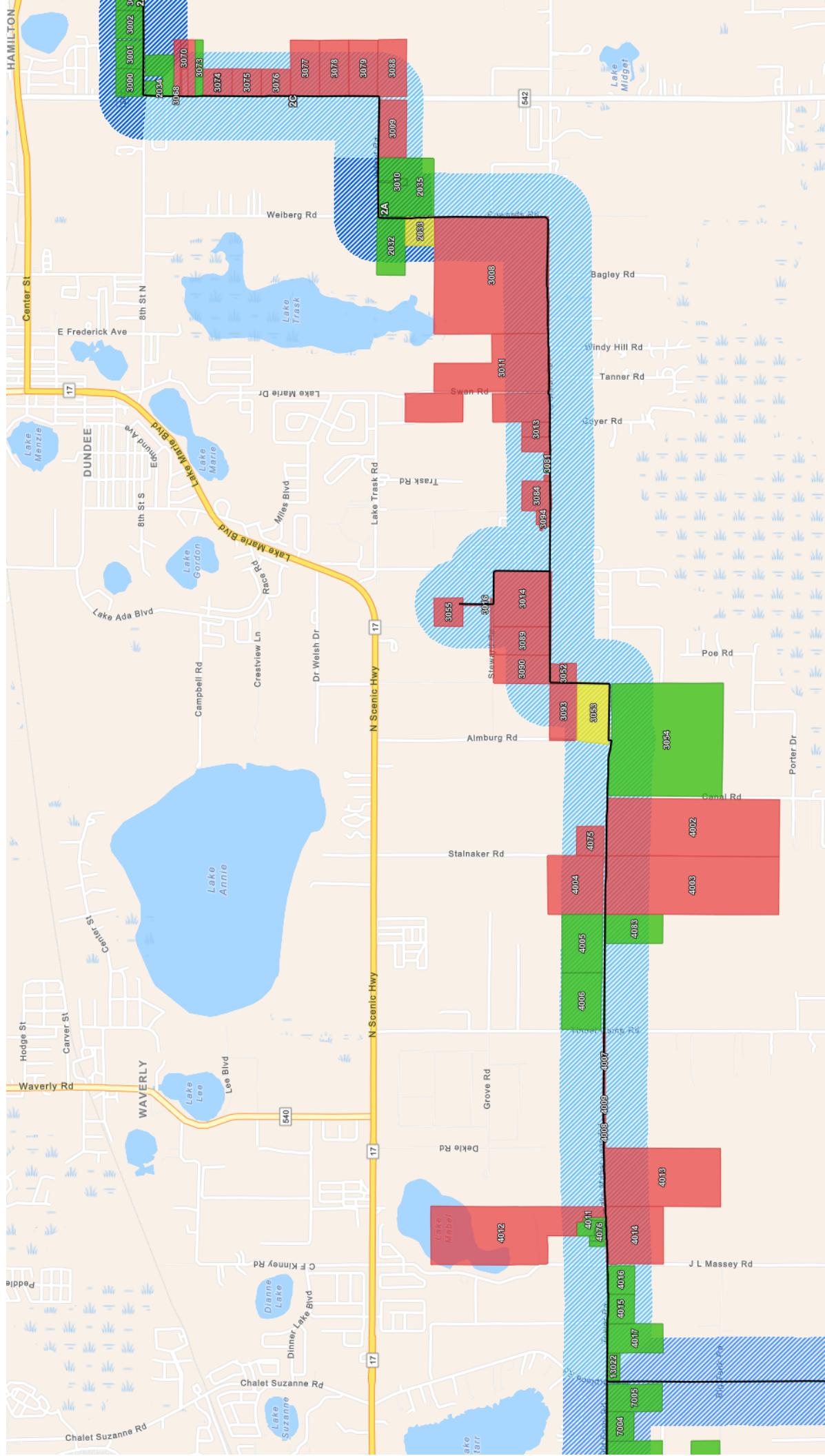
No cost has been included in the GMP for Engineer or Owner-related facilities.

The GMP is based on a unit price agreement with a Limited NTP date of January 2026.

The following pages are partial overview parcel maps and Addenda as prepared during the bidding process.

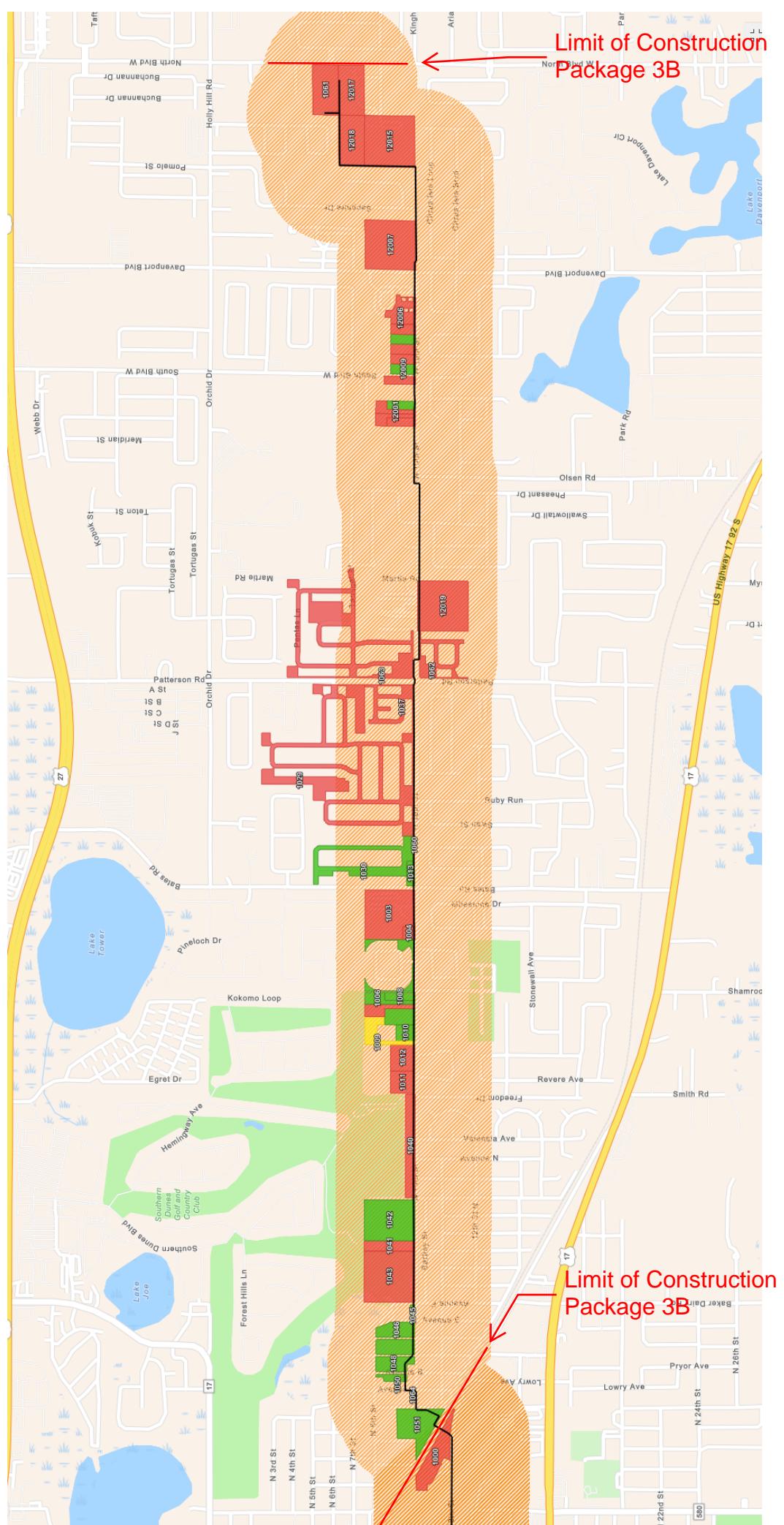
Package 2C Parcels

Parcel Unique ID(s)	Parcel Number(s)	Current Status	Anticipated Release Date	Conditions of Construction
2034	272815000000044000	Acquired		
3069	272815822501000000	Acquired		
3070	272815822501000000	Not Acquired		
3071	272815822501000000	Not Acquired		
3072	272815822501000000	Not Acquired		
3073	272815822501000000	Acquired		
3074	272815000000042000	Acquired		
3075	272815000000042000	Acquired		
3076	272815000000024000	Acquired		
3077	272815000000024000	Not Acquired		
3078	272815000000022000	Not Acquired		
3079	272815000000022000	Acquired		
3088	272814000000044000	Not Acquired		
3009	272823000000033000	Not Acquired		
3008	272823000000023000	Not Acquired		
3011	272826000000013000	Not Acquired		
3012	272826000000014000	Not Acquired		
3013	272826000000014000	Not Acquired		
3080	272826835300000000	Not Acquired		
3081	272826835300000000	Acquired		
3082	272826835300000000	Acquired		
3083	272826835300000000	Not Acquired		
3084	272826000000023000	Not Acquired		
3094	272826835302001000	Removed		
3014	272835000000013000	Not Acquired		
3016	272835000000031000	Not Acquired		
3055	272835000000031000	Not Acquired		
3089	272835000000014000	Not Acquired		
3090	272835000000014000	Not Acquired		
3052	272835000000012000	Not Acquired		
3093	272835000000021000	Not Acquired		
3053	272835000000021000	Acquired		
3054	272836000000040000	Acquired		
4002	272901000000013000	Acquired		
4003	272901000000014000	Acquired		
4004	272902000000012000	Acquired		
4075	272902000000011000	Acquired		
4005	272902000000021000	Acquired		
4083	272901000000043000	Acquired		
4006	272902000000022000	Acquired		
4007	272911000000011000	Not Acquired		
4008	272911000000012000	Not Acquired		
4009	272911000000012000	Not Acquired		
4010	272911000000022000	Acquired	Minimum depth to top of pipe of 4 feet.	
4011	272911000000022000	Acquired	Minimum depth to top of pipe of 4 feet.	
4012	272911000000024000	Acquired		
4013	272912000000041000	Acquired		
4014	272912000000044000	Acquired		
4076	272911000000022000	Acquired	Minimum depth to top of pipe of 4 feet.	
4077	272911000000022000	Acquired		
4078	272911000000022000	Acquired	Minimum depth to top of pipe of 4 feet.	
4015	272913000000033000	Acquired	Replace driveway with crushed concrete	
4016	272913000000033000	Acquired		
4017	272913000000034000	Acquired	Construct concrete driveway at location of existing pasture gate per plans provided by owner.	
13022	272913000000034000	Acquired		Before removing the existing fence and before PRWC begins clearing the easement area, a temporary fence of equal or greater quality, height and material to that of the existing fence shall be installed along Tower Road along the entirety of the eastern boundary of the TCE. Temporary fence shall fully connect to the existing east/west segments of fence along the subject property's northern and southern boundaries.
2033	272823000000043000	Acquired		Replace the 3-board boundary fence along Edwards Road (750 lineal feet +/-) with barbed wire strand fencing (12.5 gauge) on the backside, using new materials that match the existing fencing, with the original spacing of the fence posts. Original fencing is comprised of pressure treated lumber, with "4-5" round pressure treated round posts with a minimum length of 8-feet. Erect temporary fencing before initiating construction to confine any livestock. Remove temporary fencing upon the completion of construction. Coordinate with owners prior to installing and removal of the temporary fencing (Frank Amore: frankamore16@gmail.com, Anne Amore: anneamore2015@gmail.com).



**Package 3B Parcels**

Parcel Unique ID(s)	Parcel Number(s)	Current Status	Anticipated Release Date	Conditions of Construction
1061	272705726000020050	In Final Review		
12017	272705726000020060	In Final Review		
12018	272705726000020110	In Final Review		
12015	272705726000020090	In Final Review		
12007	272705726000020250	Not Acquired		
12006	272708727498100000	Not Acquired		
12005	272708727500010091	Acquired		
12004	272708727500010095	Acquired		
12003	272708727500010096	Acquired		
12008	272708727500010093	Acquired		
12009	272708727500010092	Acquired		
12002	272708727500010245	Not Acquired		
12000	272708727500010242	Acquired		
12001	272708727500010239	Not Acquired		
12013	272708727500010236	Acquired		
12011	272708727500010241	Not Acquired		
12019	272709728000041701	Acquired		
1062	272709729508000410	Not Acquired		
1063	272708727506002000	Not Acquired		
1037	272717741014000430	Not Acquired		
1029	272717741012002820	Not Acquired		
1060	272717741013000602	Not Acquired		
1030	272717741013000601	Acquired		
1013	272717741001000011	Acquired		
1003	272717741000020071	Acquired		
1004	272717741000020072	Acquired		
1039	272717741015000400	Acquired		
1038	272717741015000390	Acquired		
1008	272717741000020237	Acquired		
1006	272717741000020233	Acquired		
1007	272717741000020235	Not Acquired		
1005	272717741000020232	Acquired		
1009	272717741000020239	Will be acquired by January 2026		
1010	272717741000020241	Acquired		
1012	272717741000020253	Acquired		
1011	272717741000020251	Not Acquired		
1040	272720744500010081	Acquired		
1042	272720744500010233	Acquired		
1041	272720744500010232	Not Acquired		
1043	272720744500010250	Acquired		
1044	272720747500001010	Acquired		
1045	272720747500001090	Acquired		
1046	272720747500003010	Acquired		
1047	272720747500004010	Acquired		
1048	272720747500009010	Acquired		
1049	272720747500010030	Acquired		
1050	272720747500010160	Acquired		
1064	272720747500015010	Acquired		
1051	272721749500041701	Acquired		





## SE LFA Wellfield Project – SETM Package 2C ADDENDUM #1 11/07/2025

### **Questions/Responses**

**Question 1:** Due to the current bid date being set on the Monday after Thanksgiving, and the majority of pipe suppliers, subcontractors, and competing bidders having off time and vacation scheduled during the holiday, we would like to request a bid extension. We believe that having the bid due Monday, December 1st, will result in a less-than-optimal bidding process for all participants, and not extending the bid would be against the best interest of the owner.

**Response 1:** Bid date is extended to December 2<sup>nd</sup>, at 2:00 pm

**Question 2:** Just to clarify from what was stated at the pre bid vs what is in the bid documents. Bid documents state the contractor must self-perform at least 50% of the work. The pre-bid meeting documents mentioned 50% of the work must be subcontracted. Please advise as to which is correct.

**Response 2:** The awarding contractor must self-perform at least 50% of the work per the bid documents.

**Question 3:** More than half of the plan sheets call out to R & R Dirt Drive which looks to be worn down grass from driving alongside, in between, and in front of orange groves. Is the contractor to restore these areas with dirt or seed & mulch. If in fact this needs to be replaced with dirt which line item will this need to go into.

**Response 3:** Unless there is a specific quantity and detail called out on replacement of dirt drive, the contractor is expected to restore in kind to existing condition. This is to be billed under the appropriate pipe installation by open cut pay item.

**Question 4:** Please confirm if there is Build by America Requirements.

**Response 4:** There are no Build by America Requirements.

**Question 5:** Please confirm if there are minority requirements on this project.

**Response 5:** There are no specified minority requirements.

**Question 6:** Please confirm if there are Davis Bacon requirements for this project.

**Response 6:** The project does have Davis Bacon requirements.

**Question 7:** Please confirm the engineers estimate for this project.

**Response 7:** There is no direct engineer's estimate for this project.

**Question 8:** Please confirm whether a full time, On-Site Superintendent is needed for this project.

**Response 8:** Yes, a full-time Superintendent is required on the project.

**Question 9:** Please confirm whether or not an engineer's field office is required for this project.

**Response 9:** No, the engineer's field office is not required.

**Question 10:** On sheet 27 it calls out for an Asphalt Driveway to be removed and replaced. On the SOV it says there is no Asphalt Driveways on this project. Please clarify.

**Response 10:** This is to be included under the asphalt roadway repair line item.

**Question 11:** The plans require the contractor to remove all trees and vegetation within the easement. Please clarify whether this note refers to the temporary easement or the permanent easement.

**Response 11:** Trees and vegetation in both the temporary and permanent easement to be removed, unless otherwise noted on the plans.

**Question 12:** The plans call out for the proposed pipeline to have a 36-inch minimum cover. Please clarify if the contractor is to install the pipeline according to this minimum cover note, or if we are strictly required to install the pipeline at the elevations depicted on the profiles.

**Response 12:** The contractor shall install the pipeline as depicted in the profile sheets from the drawings.

**Question 13:** The plans call out for the existing well to be abandoned by a licensed well driller. Since there is no specific pay item for this scope, please advise where this cost should be included in the bid.

**Response 13:** The well will be properly abandoned by others prior to construction. This is not part of the scope for this project.

**Question 14:** Polk County requires the use of flowable fill at all open-cut road crossings. Please specify which of the roads the contractor is crossing are County roads, and which are not.

**Response 14:** For Package 2C, the open-cut road crossings are as follows:

- Lake Hatchineha Road
- Tindel Camp Road
- JL Massey Road

**Question 15:** The plans call for the contractor to install a temporary fence until the existing fence has been replaced or relocated as directed.

- How will the contractor be paid for the temporary fence installation?
- Please advise the specific locations where temporary fence is required, and what type of fence is desired.
- How will the contractor be paid for the removal of the existing fence?
- How will the contractor be paid for the permanent fence installation?
- If the temporary fence can be relocated and used as a permanent fence, how will the contractor be paid?

**Response 15:**

- Refer to measurement and payment section 1.1.C.17.
- Temporary fencing is required in all areas where a fence is being replaced or relocated until the permanent fence is installed. Si
- Removal of the existing fence is covered under pay item 29 Fencing Removal and Re-Installation.
- Refer to Measurement and Payment item 29 Fencing Removal and Re-Installation.

- Refer to Measurement and Payment item 29 Fencing Removal and Re-Installation.

**Question 16:** Please advise which work plans the contractors are required to submit and receive approval for prior to commencing work, as per the contract documents.

**Response 16:** Contractor will be required to provide all documentation required by state and local jurisdictions, and any additional documentation deemed necessary by FWP.

**Question 17:** Please advise which safety forms are required to be submitted to the CMAR and how often you would like them. (e.g., daily, weekly, monthly, or upon occurrence).

**Response 17:** Daily JSA reports must be submitted.

**Question 18:** Please advise which forms or reports (other than safety forms) the contractors are required to submit to the CMAR weekly and monthly.

**Response 18:** Contractor will be required to provide all documentation required by state and local jurisdictions, and any additional documentation deemed necessary by FWP.

**Question 19:** Are weekly as-builts required? If so, to what extent (e.g., signed, sealed, digital submission, etc.)?

**Response 19:** Progressive as-builts are required to be submitted monthly with pay application.

**Question 20:** What permits (if any) are the contractor required to secure?

**Response 20:** Refer to specification 01 41 26 section 1.2.

**Question 21:** The documents state that the owner-purchased valves are to be delivered "at the time of mobilization." When is the Notice to Proceed (NTP) expected?

**Response 21:** January 2026

**Question 22:** The provided parcel status report is blank. Please advise when the parcels that need to be acquired will be released to the contractor to access.

**Response 22:** Document 12 of the bid documents titled "Property Parcel Status and Construction Conditions" is not blank. The parcels that have not been acquired will be acquired by end of year 2025.

**Question 23:** Please advise if this project requires certified payroll.

**Response 23:** Yes, this project requires certified payroll and must be submitted with the pay application each month.

**Question 24:** Please confirm that flowable fill is required for all asphalt roadways, asphalt driveways, and concrete driveways.

**Response 24:** Flowable fill is only required when crossing roadways as required by the local municipality.

**Question 25:** Please advise if this project has an American Iron and Steel (AIS) requirement.

**Response 25:** This project does have an AIS requirement.

**Additional Bidder Information/Clarification:**

- The bid due date is 12/02/2025 @ 2:00 PM.

The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the intent to submit a Bid Proposal and can enter into a contract with the PRWC either directly or indirectly to complete all work as bid.

---

SIGNATURE

PRINT NAME/TITLE

DATE



SE LFA Wellfield Project – SETM Package 2C  
ADDENDUM #2  
11/15/2025

## **Clarification**

**PAY ITEM NO. 34 – ALTERNATE: Remobilization at the direction of CMAR**

1. **Description:** The work covered by this item consists of complete demobilization and remobilization at the direction of the CMAR if any remaining pipe installation or associated activities are unavailable due to property acquisition. This does not consider site moves to account for constraints already provided in the documents that should be included in the mobilization pay item.
2. **Measurement:** The quantity of Remobilization at the direction of CMAR to be paid for under this Item shall be measured as one lump sum quantity.
3. **Payment:** Payment will be made at the lump sum price shown in the Bid Form for Remobilization at the direction of CMAR only when directed.

**Additional Bidder Information/Clarification:**

- The bid due date is 12/02/2025 @ 2:00 PM.

The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the intent to submit a Bid Proposal and can enter into a contract with the PRWC either directly or indirectly to complete all work as bid.

---

SIGNATURE

PRINT NAME/TITLE

DATE



SE LFA Wellfield Project – SETM Package 2C  
ADDENDUM #3  
11/21/2025

## **Clarification**

**PAY ITEM NO. 35- Well Abandonment** has been added as an allowance item to the revised SOV attached and originally addressed in question 13's response on Addendum 1. If the well is not abandoned before the start of construction, the contractor will be responsible for completing the task and will be paid for under this item. The well is identified on plan sheet PP-02, located on Parcel 3068.

### **Additional Bidder Information/Clarification:**

- The bid due date is 12/02/2025 @ 2:00 PM.**

The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and, with full knowledge and understanding of the intent to submit a Bid Proposal and can enter into a contract with the PRWC either directly or indirectly to complete all work as bid.

---

SIGNATURE

PRINT NAME/TITLE

DATE



## SE LFA Wellfield Project – SETM Package 3B ADDENDUM #1

11/07/2025

### **Questions/Responses**

**Question 1:** Due to the current bid date being set on the Monday after Thanksgiving, and the majority of pipe suppliers, subcontractors, and competing bidders having off time and vacation scheduled during the holiday, we would like to request a bid extension. We believe that having the bid due Monday, December 1st, will result in a less-than-optimal bidding process for all participants, and not extending the bid would be against the best interest of the owner.

**Response 1:** Bid date is extended to December 2<sup>nd</sup>, at 2:00 pm

**Question 2:** Just to clarify from what was stated at the pre bid vs what is in the bid documents. The bid documents state the contractor must self-perform at least 50% of the work. The pre bid meeting documents mentioned 50 % of the work must be subcontracted. Please advise as to which is correct.

**Response 2:** The awarding contractor must self-perform at least 50% of the work per the bid documents.

**Question 3:** Please confirm the working hours of this project will be 7:00 AM to 5:30 PM even in the residential neighborhood portion of this project.

**Response 3:** Working hours will be from 7:00 am to 5:30 PM Monday through Friday of the week. Weekend work must be requested 72 hours in advance.

**Question 4:** Please confirm what material is required to be put back for a temporary roadway in the residential area of this project.

**Response 4:** Contractor to follow the local city or county code as it applies.

**Question 5:** Please confirm if there are minority requirements for this project.

**Response 5:** There are no specified minority requirements.

**Question 6:** Please confirm if there is Build by America requirements for this project.

**Response 6:** There are no Build by America Requirements.

**Question 7:** Please confirm if there is Davis Bacon Requirements for this project.

**Response 7:** The project does have Davis Bacon requirements.

**Question 8:** Please confirm if a full time, On-Site superintendent is required for this project.

**Response 8:** Yes, a full-time Superintendent is required on the project.

**Question 9:** Please confirm if an engineer's field office is required for this project.

**Response 9:** No, the engineer's field office is not required.

**Question 10:** Please confirm the engineers estimate for this project.

**Response 10:** There is no direct engineer's estimate for this project.

**Question 11:** The plans require the contractor to remove all trees and vegetation within the easement. Please clarify whether this note refers to the temporary easement or the permanent easement.

**Response 11:** Trees and vegetation in both the temporary and permanent easement to be removed, unless otherwise noted on the plans.

**Question 12:** The plans call out for the proposed pipeline to have a 36-inch minimum cover. Please clarify if the contractor is to install the pipeline according to this minimum cover note, or if we are strictly required to install the pipeline at the elevations depicted on the profiles.

**Response 12:** The contractor shall install the pipeline as depicted in the profile sheets from the drawings.

**Question 13:** The plans call out for the existing well to be abandoned by a licensed well driller. Since there is no specific pay item for this scope, please advise where this cost should be included in the bid.

**Response 13:** There is no well abandonment in the scope of work in this package.

**Question 14:** Polk County requires the use of flowable fill at all open-cut road crossings. Please specify which of the roads the contractor is crossing are County roads, and which are not.

**Response 14:** For package 3B, the open-cut country road crossings are as follows:

- 10<sup>th</sup> St North (Multiple)
- Patterson Road

**Question 15:** The plans call for the contractor to install a temporary fence until the existing fence has been replaced or relocated as directed.

- How will the contractor be paid for the temporary fence installation?
- Please advise the specific locations where temporary fence is required, and what type of fence is desired.
- How will the contractor be paid for the removal of the existing fence?
- How will the contractor be paid for the permanent fence installation?
- If the temporary fence can be relocated and used as a permanent fence, how will the contractor be paid?

**Response 15:**

- Refer to measurement and payment section 1.1.C.17.
- Temporary fencing is required in all areas where a fence is being replaced or relocated until the permanent fence is installed.
- Removal of the existing fence is covered under pay item 29 Fencing Removal and Re-Installation.
- Refer to Measurement and Payment item 29 Fencing Removal and Re-Installation.
- Refer to Measurement and Payment item 29 Fencing Removal and Re-Installation.

**Question 16:** Please advise which work plans the contractors are required to submit and receive approval prior to commencing work, as per the contract documents.

**Response 16:** Contractor will be required to provide all documentation required by state and local jurisdictions, and any additional documentation deemed necessary by FWP.

**Question 17:** Please advise which safety forms are required to be submitted to the CMAR and how often you would like them. (e.g., daily, weekly, monthly, or upon occurrence).

**Response 17:** Daily JSA reports must be submitted.

**Question 18:** Please advise which forms or reports (other than safety forms) the contractors are required to submit to the CMAR weekly and monthly.

**Response 18:** Contractor will be required to provide all documentation required by state and local jurisdictions, and any additional documentation deemed necessary by FWP.

**Question 19:** Are weekly as-builts required? If so, to what extent (e.g., signed, sealed, digital submission, etc.)?

**Response 19:** Progressive as-builts are required to be submitted monthly with pay application.

**Question 20:** What permits (if any) are the contractor required to secure?

**Response 20:** Refer to specification 01 41 26 section 1.2.

**Question 21:** The documents state that the owner-purchased valves are to be delivered "at the time of mobilization." When is the Notice to Proceed (NTP) expected?

**Response 21:** January 2026

**Question 22:** The provided parcel status report is blank. Please advise when the parcels that need to be acquired will be released to the contractor to access.

**Response 22:** Document 12 of the bid documents titled "Property Parcel Status and Construction Conditions" is not blank. The parcels that have not been acquired will be acquired by end of year 2025.

**Question 23:** Please advise if this project has an American Iron and Steel (AIS) requirement.

**Response 23:** This project does have an AIS requirement.

**Question 24:** Please confirm that flowable fill is required for all asphalt roadways, asphalt driveways, and concrete driveways.

**Response 24:** Flowable fill is only required when crossing roadways as required by the local municipality.

**Question 25:** Please advise if this project requires certified payroll.

**Response 25:** Yes, this project requires certified payroll and must be submitted with the pay application each month.

**Question 26:** Project documents state that pipe previously installed under separate contract will require disinfection and retesting. What are the limits of this testing? Will as-builts be provided for length, size and type of pipe? Is this section of previously installed pipe full of water? Has it been previously chlorinated and need rechlorinated?

B. This project includes connections to pipes previously installed under separate contracts and will require disinfection and retesting of those previously installed pipes under this contract.

**Response 26:** Contractor shall complete chlorination and testing for their installation prior to making final connection to existing pipelines. This package does not have any existing pipelines that need to be chlorinated and tested.

**Question 27:** Are there any project specific permits required for working closely to the railroad? Will flaggers be required?

**Response 27:** An agreement with CSX was already made. Flaggers will not be required as the bore casing extends past the CSX right of way.

**Question 28:** Is all DIP required to be polywrapped?

**Response 28:** Yes

**Question 29:** MOT plans were not included with the plans. Will barrier wall be needed to comply with FDOT clear zone requirements for any portion of this work?

**PAY ITEM NO. 5 – Maintenance of Traffic**

Description: Work shall include furnishing all labor, materials and equipment required to submit for approval a signed and sealed MOT plan and implement the plan to cover the required work from commencement to final closeout in accordance with the latest edition of the FDOT Standard Plans and U.S. DOT, Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD). The work includes all items of work necessary for complete maintenance of traffic including, but not limited to, signed and sealed MOT plan, labor and equipment to meet FDOT clear zone requirements, traffic control devices, warning devices, barrier wall, crash attenuators, safety devices, barricading, certified flagmen, onsite supervision that maintains FDOT TTC certification, signage, lighting, messaging, temporary ADA walkways, removal of existing pavement markings, installation and removal of temporary pavement striping (paint), markings and reflective markers, traffic signal relocation and adjustments for MOT phasing, and all materials and construction necessary to create temporary connections for street, driveways and pedestrian traffic. The pay item for "Maintenance of Traffic" shall include all work necessary for maintenance of vehicular traffic and pedestrian traffic, **unless otherwise specified to be paid under other bid items.**

**Response 29:** The contractor is responsible for providing MOT plans. Submitted MOT plans shall be compliant with FDOT clear zone requirements.

**Question 30:** Are there any schedule or sequencing restrictions related to this project, specifically near the school zone? The project spec refers to Section 01 14 00 that was not included.

**1.5 WORK SEQUENCE**

A. Contractor shall schedule and perform Work in such manner to achieve all milestone completion dates. Contractor shall also schedule and perform Work to conform to other dates, times, and time durations required as part of this Work and the work of others. Refer to Section 01 14 00 - Construction Constraints for more requirements regarding sequencing and schedule constraints.

**Response 30:** There will be scheduling/sequencing restrictions based on parcel acquisition status when the project has been bid. The school will carry specific restrictions to be finalized with the acquisition process.

**Question 31:** Is there a water source contractor can use for testing and drilling operations? If yes, is it ok for contractor to assume a 2" tap on existing WM is acceptable for water source?

**Response 31:** The contractor is responsible for coordinating a water source for construction.

**Question 32:** Measurement and Payment for Bid Item 08 states:

Measurement: The quantity of Existing Utility Location, **Relocations** & Support to be paid for under this Item shall be measured as one lump sum quantity.

Can you point out where on the plans these relocations may be needed.

**Response 32:** Any required relocations are noted directly in the plans. Field conditions may necessitate further action within the project limits.

**Additional Bidder Information/Clarification:**

- **The bid due date is 12/02/2025 @ 2:00 PM.**
- **Structure on PP-006 to be demolished will be removed before the award of this contract.**

The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the intent to submit a Bid Proposal and can enter into a contract with the PRWC either directly or indirectly to complete all work as bid.

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SIGNATURE

PRINT NAME/TITLE

DATE



SE LFA Wellfield Project – SETM Package 3B  
ADDENDUM #2  
11/15/2025

## **Clarification**

**PAY ITEM NO. 34 – ALTERNATE: Remobilization at the direction of CMAR**

- 1. Description:** The work covered by this item consists of complete demobilization and remobilization at the direction of the CMAR if any remaining pipe installation or associated activities are unavailable due to property acquisition. This does not consider site moves to account for constraints already provided in the documents that should be included in the mobilization pay item.
- 2. Measurement:** The quantity of Remobilization at the direction of CMAR to be paid for under this Item shall be measured as one lump sum quantity.
- 3. Payment:** Payment will be made at the lump sum price shown in the Bid Form for Remobilization at the direction of CMAR only when directed.

**Additional Bidder Information/Clarification:**

- The bid due date is 12/02/2025 @ 2:00 PM.**

The undersigned hereby certifies that Bidder has carefully reviewed the information provided as included herein and with full knowledge and understanding of the intent to submit a Bid Proposal and can enter into a contract with the PRWC either directly or indirectly to complete all work as bid.

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SIGNATURE

PRINT NAME/TITLE

DATE

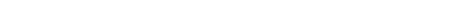
## **Section 7: Bid Package 2C & 3B – CMAR CPM Schedule**

Please see the following pages for the CPM Schedule for Bid Packages 2C and 3B. This is preliminary and based on the CMAR's overall project schedule. Project schedules from successful bidders will be requested and submitted following final subcontract negotiations.

# PRWC SETM GMP #6

Project ID: SETM 12/10/25  
Run 10-Dec-25 at 10:09

Activity ID	Activity Name	Orig Dur	Rem Dur	Start	Finish	Activity % Complete	Total Float	2026												2027												2028				
		D	J	Jan	F	M	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	J			
<b>SETM 12/10/25 - GMP #6</b>																																				
<b>Milestones</b>																																				
GC.90.2100	Construction Package 2C Substantial	0	0			04-Feb-28		0%	22																										◆ Construction Package 2C Substantial	
GC.90.2120	Construction Package 3B Substantial	0	0			08-Mar-28		0%	0																										◆ Construction Package 3B Substantial	
<b>Procurement</b>																																				
<b>GMP Approval and Administrative NTP</b>																																				
A1090	GMP #6 Approval and Administrative NTP (Packages 2C and 3B)	30	30	03-Dec-25 A		23-Jan-26		0%	38																										◆ GMP #6 Approval and Administrative NTP (Packages 2C and 3B)	
<b>Construction Package NTP</b>																																				
N.1070	Construction Package 2C NTP	0	0	20-Mar-26				0%	22																									◆ Construction Package 2C NTP		
N.1080	Construction Package 3B NTP	0	0	20-Mar-26				0%	0																									◆ Construction Package 3B NTP		
<b>Easement Acquisition and Permitting</b>																																				
E.1070	Construction Package 2C Acquisition and Permitting	400	68	03-May-24 A		19-Mar-26		83%	22																								◆ Construction Package 2C Acquisition and Permitting			
E.1080	Construction Package 3B Acquisition and Permitting	400	68	03-May-24 A		19-Mar-26		83%	0																								◆ Construction Package 3B Acquisition and Permitting			
<b>SETM Pipelines</b>																																				
<b>Segment 2C</b>																																				
D.1310	Initial Valve Manufacturing	180	5	29-May-25 A		16-Dec-25		97.22%	225																									Initial Valve Manufacturing		
S.1410	Submit Ductile Iron Pipe	20	20	26-Jan-26		23-Feb-26		0%	80																										Submit Ductile Iron Pipe	
S.1430	Submit Air Release Assembly	20	20	26-Jan-26		23-Feb-26		0%	360																										Submit Air Release Assembly	
S.1440	Submit Blow Off Assembly	20	20	26-Jan-26		23-Feb-26		0%	360																										Submit Blow Off Assembly	
S.1450	Submit Filling & Testing Plan	60	60	26-Jan-26		20-Apr-26		0%	422																										Submit Filling & Testing Plan	
A.1360	Approve Ductile Iron Pipe	10	10	24-Feb-26		09-Mar-26		0%	80																										Approve Ductile Iron Pipe	
A.1380	Approve Air Release Assembly	10	10	24-Feb-26		09-Mar-26		0%	360																										Approve Air Release Assembly	
A.1390	Approve Blow Off Assembly	10	10	24-Feb-26		09-Mar-26		0%	360																										Approve Blow Off Assembly	
D.1300	Initial Pipe Manufacturing	90	90	10-Mar-26		15-Jul-26		0%	80																										Initial Pipe Manufacturing	
D.1320	Air Release Manufacturing	112	112	10-Mar-26		14-Aug-26		0%	360																										Air Release Manufacturing	
D.1330	Blow Off Manufacturing	112	112	10-Mar-26		14-Aug-26		0%	360																										Blow Off Manufacturing	
C.6340	Clearing	30	30	20-Mar-26		30-Apr-26		0%	22																										Clearing	
C.6350	Fence Relocation	20	20	03-Apr-26		30-Apr-26		0%	22																										Fence Relocation	
A.1400	Approve Filling & Testing Plan	20	20	21-Apr-26		18-May-26		0%	422																										Approve Filling & Testing Plan	
C.6360	Erosion Control Installation	20	20	01-May-26		29-May-26		0%	22																										Erosion Control Installation	
C.6370	Crew Mobilization	10	10	01-Jun-2																																



Actual Work      Critical Remaining Work  
Remaining Work      Milestone

Page 2 of 2

Data Date: 10-Dec-25

## TASK filters: Activities Not Started or In Progress, GMP #6.

## Section 8: GMP Recommendations

Construction Package 2C- Amici Engineering Contractors, LLC was the apparent low bidder, meeting all bid requirements. Florida Water Partners recommends Amici Engineering Contractors, LLC for the award of Construction Package 2C.

Construction Package 3B- RCS Construction Company, Inc., was the low bidder but did not meet all bid requirements.

- Did not supply licenses and certifications
- Previous work experience provided is not similar to this project's scope package.
- Received a serious OSHA violation for trench safety within the last three years.

Florida Water Partners recommends Midsouth, Inc. for the award of Construction Package 3B.

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Agenda Item H.3.

1/28/2026

**SUBJECT**

Approve the Cost Share Agreement between the PRWC and the City of Lakeland to Share Easement and Construction Costs for Water Transmission Projects (Action)

**DESCRIPTION**

As part of its Southeast Wellfield Transmission Main (“Project”), the PRWC is constructing a 12-inch water transmission main extending from US Highway 98 to the County Road 540A booster pump station (“BPS”) utilizing easements obtained by the PRWC. To receive water from the Southeast Wellfield Project, the City of Lakeland (“City”) requires a new water main from the US Highway 98 corridor to the CR 540A BPS. In order to more efficiently achieve completion of both water mains, the PRWC will construct both water mains in parallel utilizing the utility easements obtained by the PRWC. This Cost Share Agreement (“Agreement”) serves to define the responsibilities of the PRWC and the City with respect to land acquisition and construction including the proportionate sharing of costs for the water main improvements.

**RECOMMENDATION**

Approve a Cost Share Agreement with the City of Lakeland for Land Acquisition and Construction Costs for Water Main Improvements included in GMP-2, Construction Package 6.

**FISCAL IMPACT**

Reimbursement by City of Lakeland in the amount of \$243,573.56 (one-time)

**CONTACT INFORMATION**

Mark Addison

**COST SHARE AGREEMENT BETWEEN  
POLK REGIONAL WATER COOPERATIVE  
AND  
THE CITY OF LAKELAND**

This COST SHARE AGREEMENT effective upon execution by both parties, by and between the POLK REGIONAL WATER COOPERATIVE, a public entity established by Interlocal Agreement, whose address is 330 W. Church Street, Bartow, FL 33830, hereinafter referred to as the "PRWC", and the City of Lakeland, a municipality of the State of Florida, whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, hereinafter referred to as the "Lakeland." The PRWC and Lakeland are also referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH:**

**WHEREAS**, as part of its Southeast Wellfield Transmission Main Project, PRWC plans to construct a 12-inch water transmission main extending from US Highway 98 to a PRWC booster pump station located at County Road 540A, utilizing easements that have or will be obtained by PRWC for purposes of constructing the facilities ("PRWC Project");

**WHEREAS**, Lakeland wishes to construct a 16-inch water transmission main which will run parallel to the PRWC water transmission main, utilizing the same utility easements ("Lakeland Project");

**WHEREAS**, the Parties desire to coordinate their efforts regarding construction of their respective water transmission mains to more efficiently achieve completion of their respective PRWC Project and Lakeland Project, through the sharing of costs associated with easement acquisition and construction costs associated with their respective projects as described herein ("Coordinated Projects");

**WHEREAS**, the Parties have identified the parcels for which easements are required for the construction and operation of the Coordinated Projects, as depicted in **Exhibit "A"** to this Agreement;

**WHEREAS**, the Parties have had plans prepared identifying the specifications for the construction of the Coordinated Projects, as depicted in **Exhibit "B"** to this Agreement;

**WHEREAS**, the Parties desire that PRWC, through its Southeast Wellfield Transmission Main Project contractors, acquire the property interests necessary for the construction of the Coordinated Projects and manage the construction of the Coordinated Projects;

**WHEREAS**, the Parties desire that upon completion of construction of the Coordinated Projects, PRWC shall transfer its interest in the portion of the Coordinated Projects constituting the Lakeland Project to Lakeland;

**WHEREAS**, the Parties have had identified the construction costs associated with the Coordinated Projects, and the portion of those costs attributable to each Party, as reflected in **Exhibit "C"** to this Agreement;

**NOW THEREFORE**, in consideration of the mutual terms, covenants and conditions contained herein, the Parties hereby mutually agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a material part of this Agreement.

2. **PURPOSE.** This Agreement defines the duties and obligations of the Parties with regard to the sharing of costs associated with the Coordinated Projects.

3. **DUTIES AND OBLIGATIONS.**

3.1. PRWC shall engage a contractor or contractors with the requisite qualifications to acquire the property interests necessary for the construction, operation, and maintenance of the Coordinated Projects.

3.2. PRWC shall be responsible for acquisition of the property interests necessary for the construction, operation, and maintenance of the Coordinated Projects, as depicted in **Exhibit "A"**.

3.3. PRWC shall be responsible for construction of the transmission lines associated with the Coordinated Projects consistent with the construction plans depicted in **Exhibit "B"**.

3.4. Lakeland and PRWC shall be responsible for the proportion of the costs associated with the acquisition of the property interests necessary for the Coordinated Projects and costs associated with the construction of the Coordinated Projects as provided in **Exhibit "C"**. Lakeland shall pay PRWC its portion of the costs, \$243,573.56, no later than 60 days after the Effective Date.

3.5. Upon completion of construction of the Coordinated Projects, the PRWC will submit as-built drawings to Lakeland for their review and acceptance of the 16-inch water transmission main, which acceptance will not be unreasonably withheld. Upon acceptance by Lakeland, the PRWC will retain ownership, operation and maintenance of the 12-inch water transmission main shown in **Exhibit "B"** and Lakeland will assume ownership, operation and maintenance of the 16-inch water main shown in **Exhibit "B"**. Each Party shall, at its own cost, operate and maintain its respective portion of the Coordinated Projects. The Parties respective duties to operate and maintain their portion of the Coordinated Projects shall survive the termination of the Agreement.

4. **MODIFICATION; ASSIGNMENT.** This Agreement may be modified or amended only if the Parties agree. All modifications or amendments must be in writing signed by all the Parties. This Agreement, and each Party's rights and obligations hereunder, may not be assigned in whole or in part unless such assignment is approved by the unanimous written consent of all Parties.

5. **TERM.** The term of this Agreement shall commence on the Effective Date and unless terminated sooner will continue until the completion of the Parties' obligations herein. The "Effective Date" of this Agreement is the date the last Party executes the Agreement.

6. **NOTICES.** All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email.

6.1. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

Polk Regional Water Cooperative  
Executive Director  
330 W. Church Street  
Bartow, Florida 33830

City of Lakeland  
City Manager  
228 S Massachusetts Ave  
Lakeland, Florida 33801

6.2. Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

7. **LIMIT OF PARTIES' LIABILITY.** IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTIES OR TO ANYONE CLAIMING FOR, BY, OR THROUGH A PARTY, TO INCLUDE, BUT NOT LIMITED, TO A PARTICPANT OR CONTRACTOR, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

8. **DEFAULT AND REMEDY.** If any Party fails to observe, comply, perform or maintain in any material way, any term, covenant, condition, duty, obligation, representation, or warranty contained in or arising under this Agreement, such action shall constitute a default, and the other Parties may seek the remedies stated in this section if that default is not timely cured with-in thirty (30) days, unless the default cannot be reasonable cured within that time period in which case the Party must cure the default as soon as practicable. The exclusive remedy for default under this Agreement shall be for the non-defaulting Party to seek specific performance arising from such default.

9. **ATTORNEY'S FEES AND COSTS.** Each Party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

10. **GOVERNING LAW; VENUE.** The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida; venue for any such litigation with respect to the Agreement shall be in Polk County, Florida.

11. **INTEGRATION.** This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements relating to the Agreement. The Parties do not intend by this Agreement to amend, modify or supersede any existing agreement between the Parties or among the Parties and any third parties.

12. **WAIVER.** No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

13. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the original intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

14. **AMBIGUITY.** The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

15. **PUBLIC RECORDS.** Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project

documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

**16. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original and all of which collectively shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES.

**IN WITNESS WHEREOF**, the undersigned have caused this Agreement to be duly executed and entered into by the Parties.

POLK REGIONAL WATER COOPERATIVE

By: \_\_\_\_\_

\_\_\_\_\_, Chair

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

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

APPROVED AS TO FORM AND CORRECTNESS:

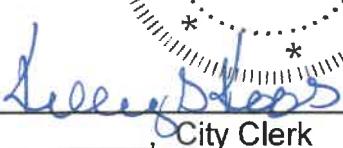
Edward P. de la Parte, Legal Counsel

CITY OF LAKELAND, FLORIDA

By:   
\_\_\_\_\_  
William Mutz, Mayor

Date: 12-04-2025

ATTEST:

By:   
\_\_\_\_\_  
Kelley Bass, City Clerk

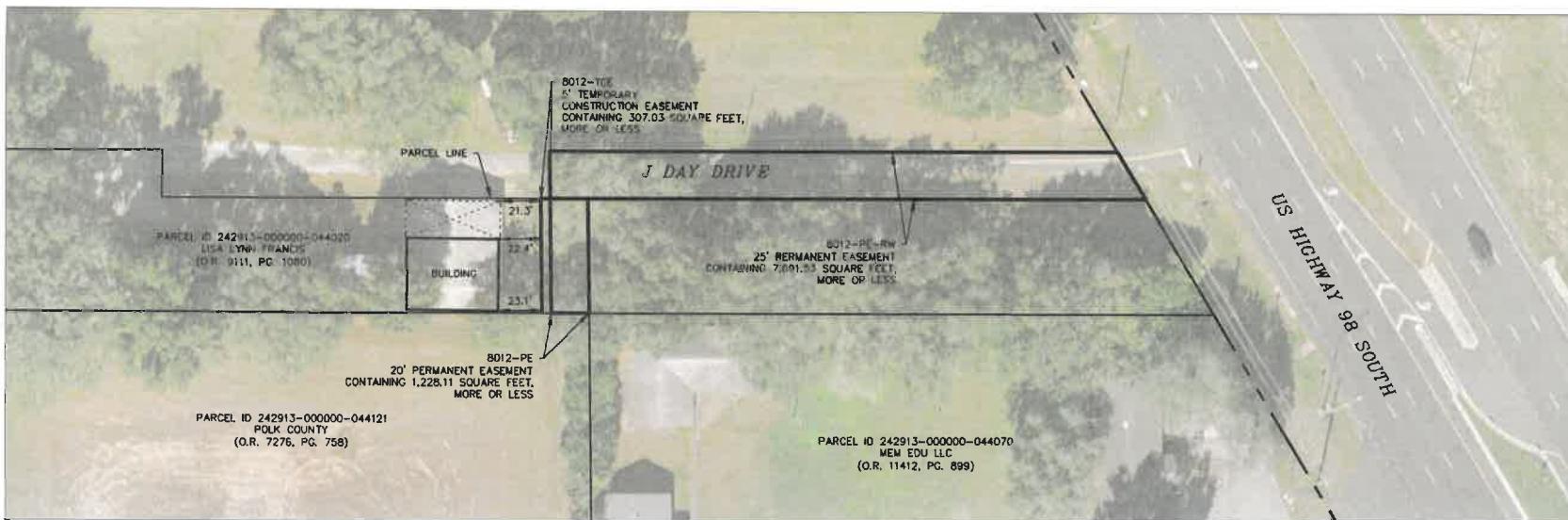


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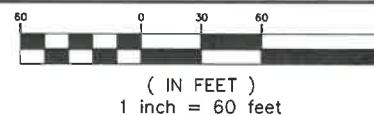
  
\_\_\_\_\_  
Palmer C. Davis, City Attorney

**EXHIBIT “A”**  
**PARCEL EASEMENTS**

## EXHIBIT "A"



## GRAPHIC SCALE



NAME	DATE	DESCRIPTION
CHASTAIN-SKILLMAN 205 EAST ORANGE STREET SUITE #110 LAKELAND, FL 33801-4611 (863) 648-1402	© 2004 CHASTAIN-SKILLMAN	C.A. NO. 202



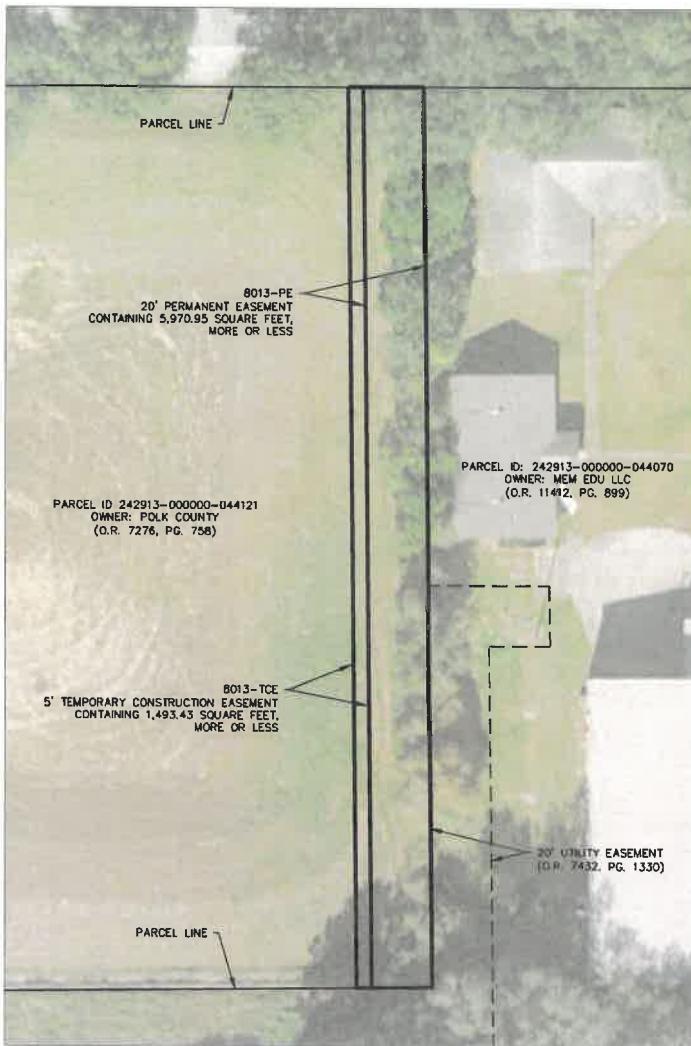
POLK REGIONAL WATER COOPERATIVE

LISA LYNN FRANCIS EXHIBIT

CS PROJECT NUMBER: 8825.03
FIELD BY: NA
DATE: 07/09/2025
FIELD BOOK & PAGE: NA

PARCEL NUMBER: 8012
SHEET NUMBER: V-01

## EXHIBIT "A"

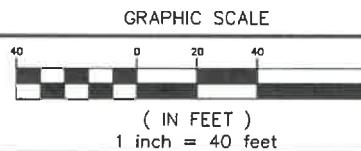


NAME	DATE	DESCRIPTION

© 2024 CHASTAIN SKILLMAN C.A. NO. 262



PRWC  
POLK COUNTY EXHIBIT



CS PROJECT NUMBER:  
8825.03

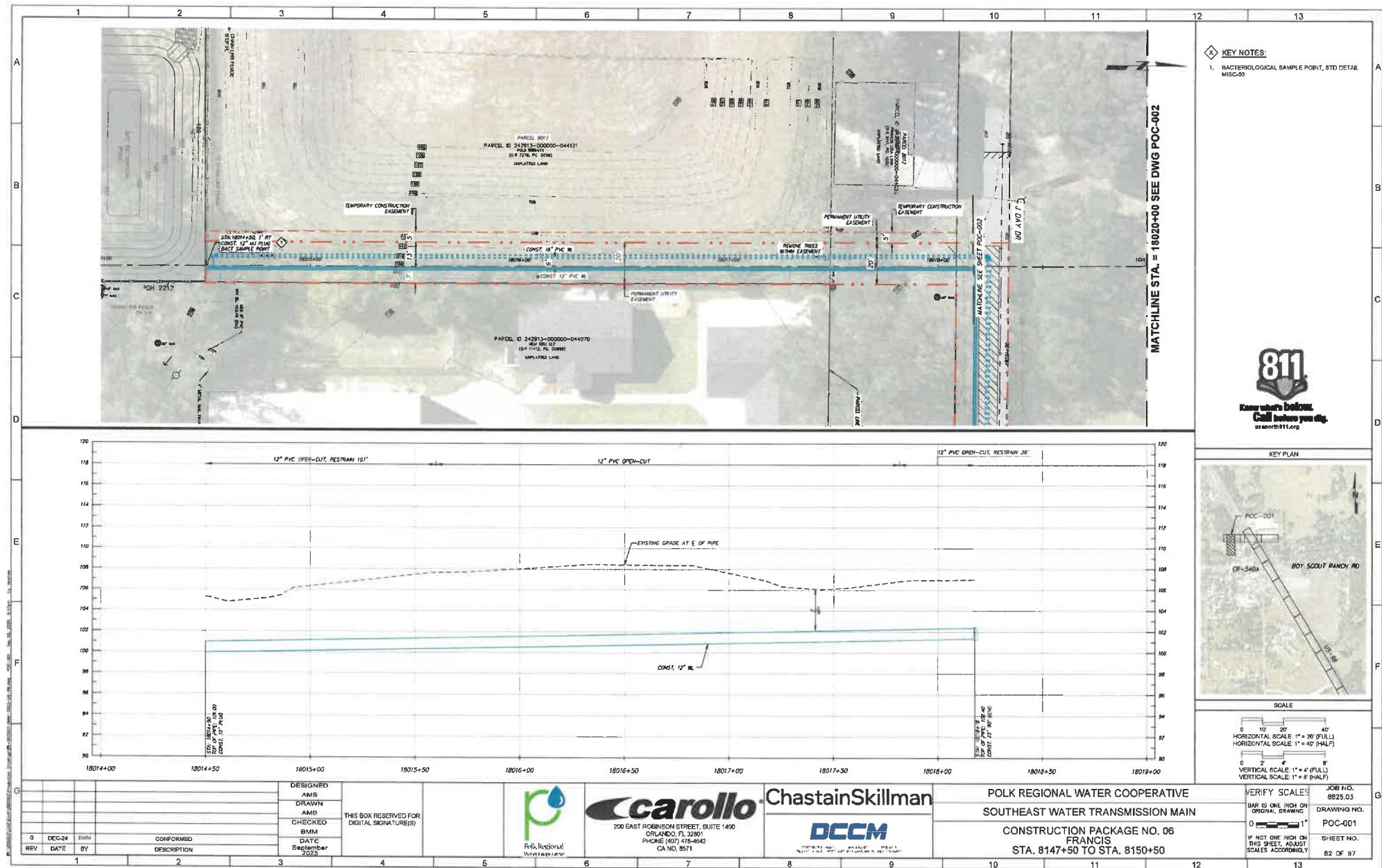
FIELD BY:  
N/A

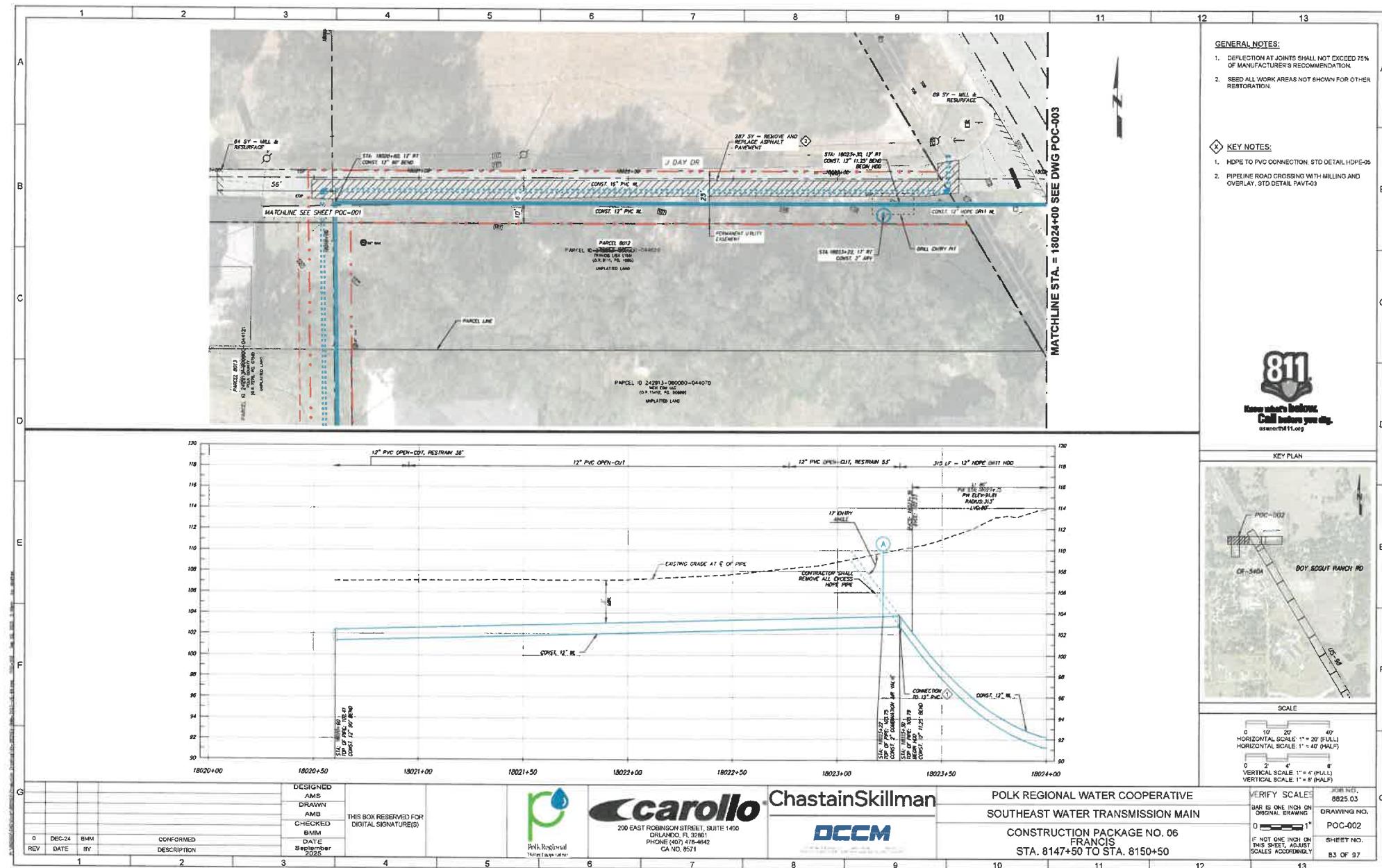
DATE:  
09/10/2024

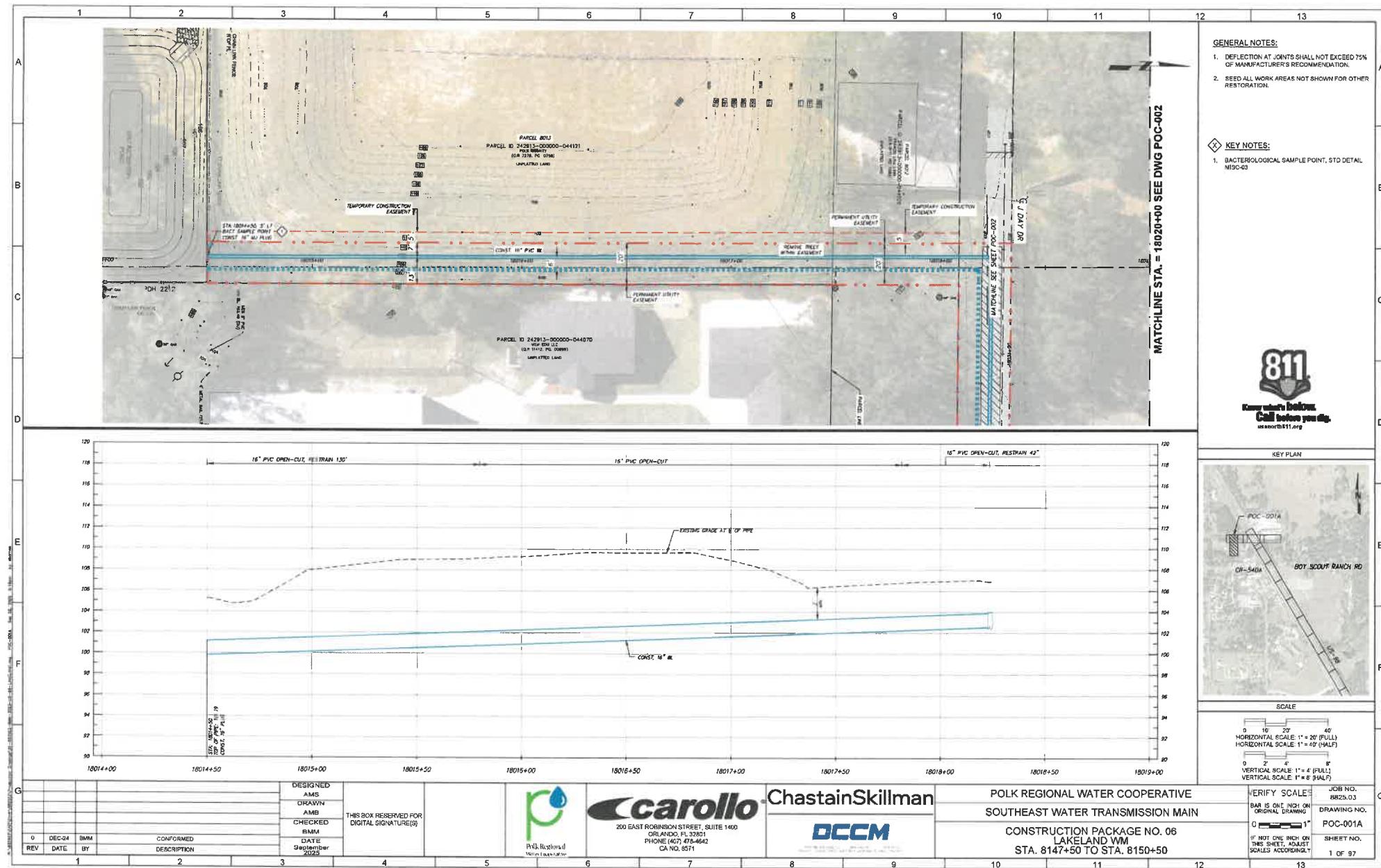
FIELD BOOK & PAGE:  
N/A

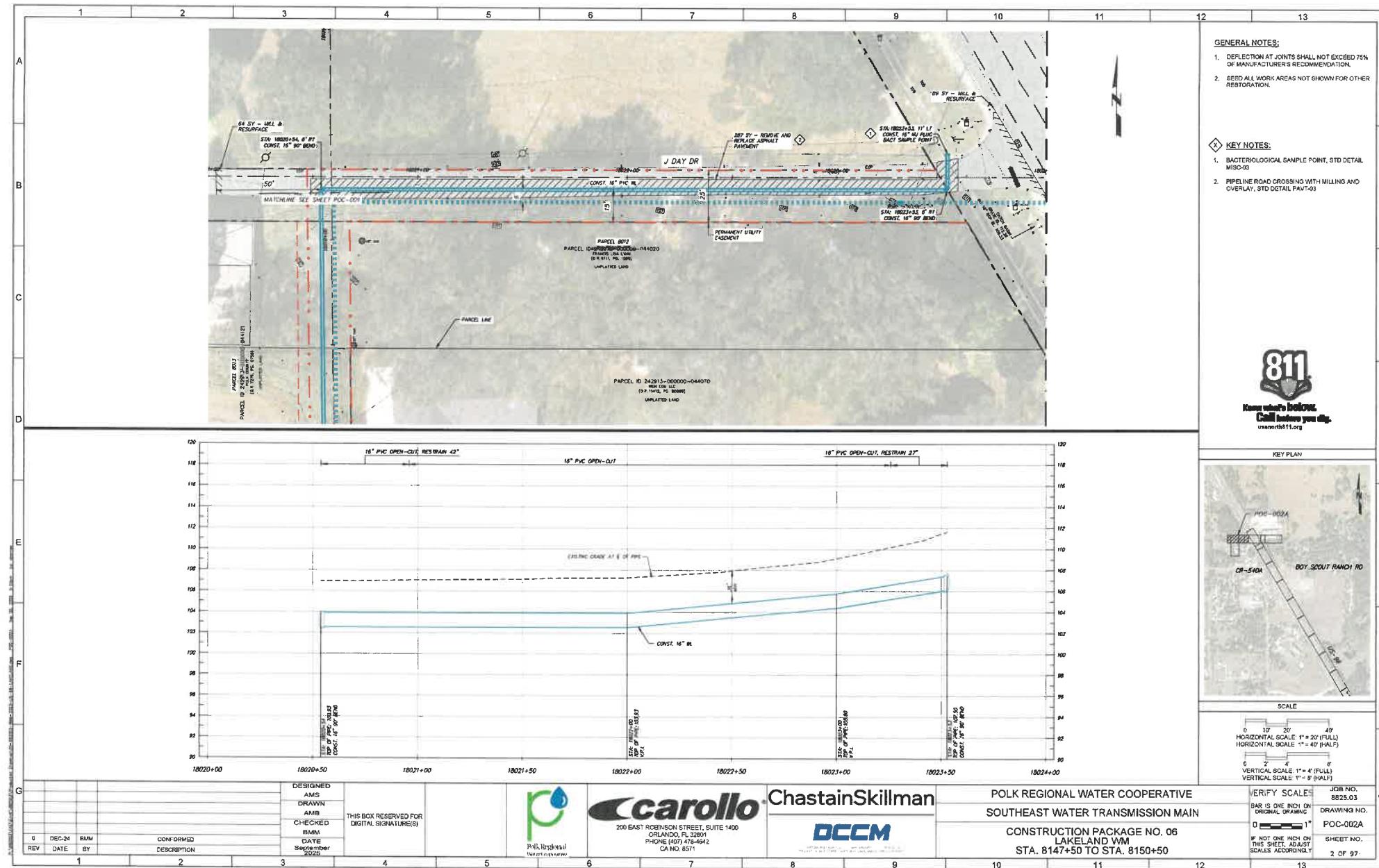
PARCEL NUMBER:  
8013

SHEET NUMBER:  
V-01









**EXHIBIT “C”**  
**CONSTRUCTION COST SHARE**

## Exhibit "C"

Carr & Collier Inc. Work Directive 1

### PRWC Southeast Transmission Pipeline

CONSTRUCTION PACKAGE NO. 06

Price Sheet-Per Work Directive 1

Pay Item No.	Item Description	Qty.	Unit	Unit Cost (\$)	Extended Cost (\$)
2	Gopher Tortoise Survey	1	LS	\$ 1,000.00	\$ 1,000.00
3	Preconstruction Video	1	LS	\$ 1,000.00	\$ 1,000.00
4A	Survey/As-built Drawings (PRWC)	1	LS	\$ 3,666.67	\$ 3,666.67
4B	Survey/As-built Drawings (City of Lakeland)	1	LS	\$ 1,833.33	\$ 1,833.33
5	Maintenance of Traffic	1	LS	\$ 5,000.00	\$ 5,000.00
6	Clearing and Grubbing	1	LS	\$ 8,500.00	\$ 8,500.00
7	Erosion and Sedimentation Control	1	LS	\$ 1,835.00	\$ 1,835.00
8	Existing Utility Location, Relocations & Support	1	LS	\$ 2,750.00	\$ 2,750.00
10a	12" PVC Pipe (Open-Cut)	975	LF	\$ 130.00	\$ 126,750.00
14	HDPE Potable Water Transmission Main by HDD	-475	LF	\$ 143.00	(\$ 67,925.00)
16A	Below Grade Bacteriological Sampling Assembly (PRWC)	1	EA	\$ 2,800.00	\$ 2,800.00
16B	Below Grade Bacteriological Sampling Assembly (City of Lakeland)	2	EA	\$ 2,800.00	\$ 5,600.00
17A	Water Main Testing and Disinfection (PRWC)	1	LS	\$ 3,622.00	\$ 3,622.00
17B	Water Main Testing and Disinfection (City of Lakeland)	1	LS	\$ 1,811.00	\$ 1,811.00
19a	12" 90 degree bend	-1	EA	\$ 2,100.00	(\$ 2,100.00)
19d	12" 11.25 degree bend	-1	EA	\$ 2,100.00	(\$ 2,100.00)
20a	16" PVC Pipe (Open Cut)	692	LF	\$ 165.00	\$ 114,180.00
20B	16" 90 degree bend	2	EA	\$ 4,000.00	\$ 8,000.00
20C	16" MJ Plug	2	EA	\$ 2,000.00	\$ 4,000.00
23A	Asphalt Roadway Repair 50% Jay Day Dr/100% Commercial Blvd (PRWC)	174.5	SQ YD	\$ 330.00	\$ 57,585.00
23B	Asphalt Roadway Repair 50% Jay Day Dr (City of Lakeland/PRWC 50/50) 287 SY total	143.5	SQ YD	\$ 330.00	\$ 47,355.00
24A	Milling Existing Asphalt Pavement Down 2-inches 50% Jay Day Dr/100% Commercial Blvd (PRWC)	236.5	SQ YD	\$ 100.00	\$ 23,650.00
24B	Milling Existing Asphalt Pavement Down 2-inches 50% Jay Day Dr (City of Lakeland/PRWC 50/50)	170.5	SQ YD	\$ 100.00	\$ 17,050.00
27	Concrete Sidewalk Replacement	17.0	SQ YD	\$ 40.00	\$ 680.00
32	Sodding	1	LS	\$ 5,000.00	\$ 5,000.00
33	Seed and Mulch	1	LS	\$ 1,000.00	\$ 1,000.00
35	Utility Pole Protection (City of Lakeland)	1	LS	\$ 3,326.00	\$ 3,326.00
	Add twelve 16" Megalug bell restraints at City of Lakeland section	1	LS	\$ 10,507.73	\$ 10,507.73
	25% Restock Fee for 12" DR 11 DIPS HDPE Pipe	1	LS	\$ 2,604.60	\$ 2,604.60
	Freight Charge for Returned 12" DR 11 DIPS HDPE Pipe	1	LS	\$ 600.00	\$ 600.00
<b>Total Work Directive 1 Pricing</b>					<b>\$ 389,581.33</b>

PRWC: \$175,918.27

City of Lakeland: \$213,663.06

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Agenda Item H.4.

1/28/2026

**SUBJECT**

Approve Interlocal Agreement Between the PRWC, City of Bartow and Bartow Municipal Airport Development Authority (Action)

**DESCRIPTION**

As part of its Southeast Wellfield Transmission Main Project, the PRWC is constructing a water transmission main for the purposes of distributing alternative water supply to the PRWC members. The transmission main takes a route westward along Bomber Road until reaching the area of the Bartow Municipal Airport and then traverses across several parcels controlled by Bartow and the Airport Development Authority (Exhibit A) until reaching US Highway 17 and traveling to the southwest.

Because of the nature of the prior ownership (a United States flight training facility known as Bartow Airbase) and current use of the property, the property is subject to both Regulations of the War Assets Administration and the Federal Aviation Authority. Therefore, the ideal mechanism to allow installation of the transmission line is through a license, as opposed to the typical easements (or outright sale) commonly used by the PRWC to acquire rights for transmission main construction. This Interlocal Agreement (Exhibit B) serves to grant access to the PRWC through a license agreement for transmission main construction and long-term operation and maintenance. It defines the responsibilities of the PRWC, the City, and the Airport Development Authority with respect to land access, construction, and operation/maintenance.

**RECOMMENDATION**

Approve an Interlocal Agreement Between the PRWC, City of Bartow and Bartow Municipal Airport Development Authority for Construction of the Southeast Wellfield Project Transmission Main.

**FISCAL IMPACT**

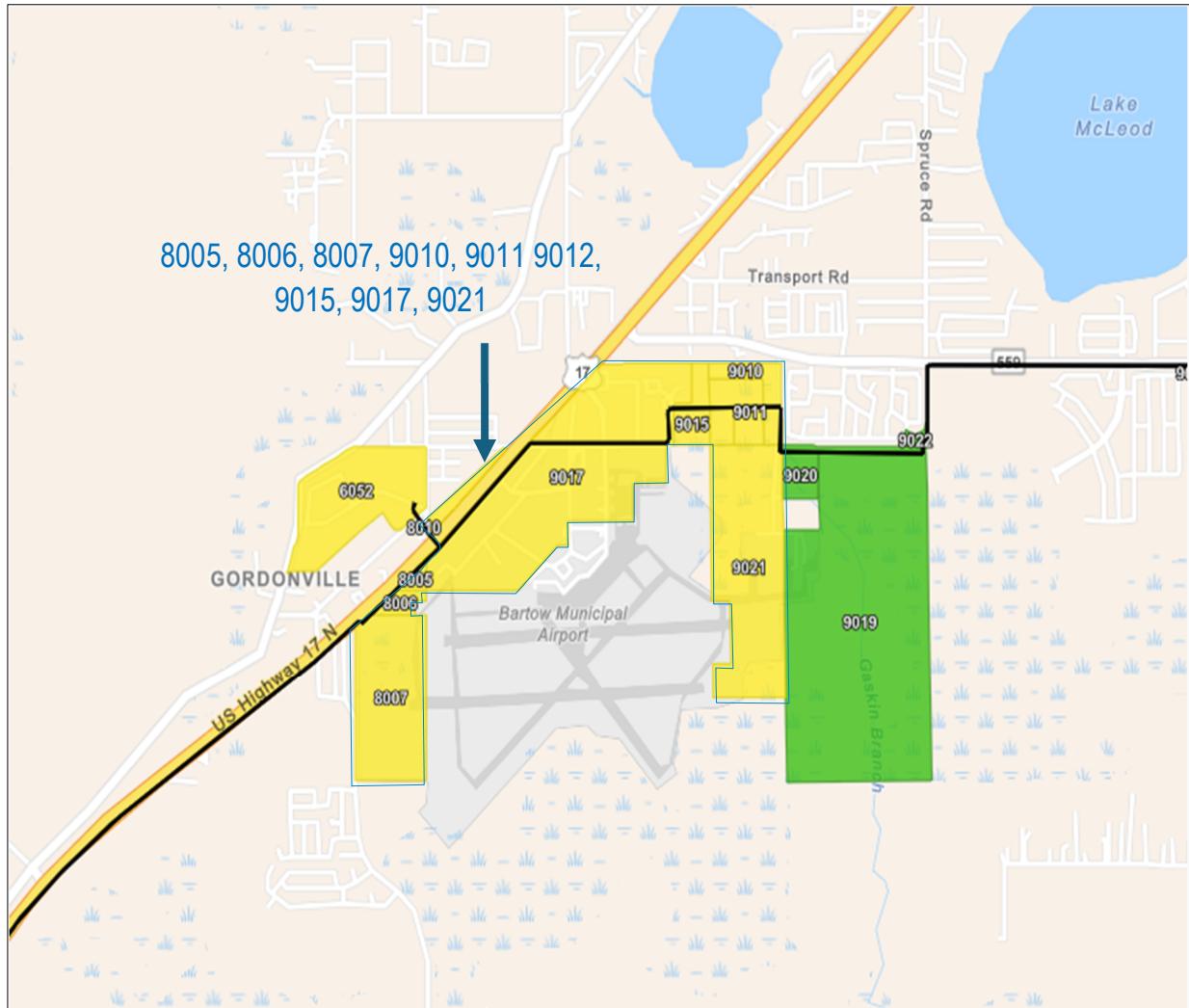
No fiscal impact.

**CONTACT INFORMATION**

Eric DeHaven

Ed de la Parte

## EXHIBIT A



**INTERLOCAL AGREEMENT BETWEEN  
POLK REGIONAL WATER COOPERATIVE, CITY OF BARTOW, FLORIDA  
AND BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered as of the Effective Date defined in Section 18 below by and between **POLK REGIONAL WATER COOPERATIVE** (the "PRWC"), the **CITY OF BARTOW** (the "City"), a Florida municipal corporation, and the **BARTOW MUNICIPAL AIRPORT DEVELOPMENT AUTHORITY** ("Airport"), a public instrumentality, authorized by Chapter 67-1097, Laws of Florida 1967, and established by Ordinance No. 776-A (each of which are a "Party," and together, the "Parties to the Agreement);

**R E C I T A L S**

**WHEREAS** Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governments to enter interlocal agreements for the mutual benefit of the governmental units; and

**WHEREAS** the PRWC is constructing an alternative water supply withdrawal and treatment facility, as well as transmission lines throughout the county for the purpose of distributing the alternative water supply to the various members of the PRWC, including the City. This project is known as the "Southeast Lower Floridan Aquifer Wellfield and Water Production Facility", and is identified as project number 201046; and

**WHEREAS**, as part of the routing and installation of the distribution transmission line, the ideal route that ultimately impacts the delivery of water to the City, takes a route through various parcels of property in and around the Bartow Executive Airport; and

**WHEREAS**, the Parties agree that the proposed routes outlined further in this Agreement are the ideal path for the transmission line, and the granting of Licenses or licenses for the placement of the transmission line is appropriate to properly document and grant authority and responsibility for the installation and long-term maintenance of the transmission line;

**NOW THEREFORE**, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the Parties hereby covenant and agree, as follows:

**SECTION 1. RECITALS.** The recitals stated above are true, correct, and incorporated into the Agreement.

**SECTION 2. PARCELS SUBJECT TO FAA ORDERS AND WAR ASSETS ADMINISTRATION REGULATIONS**

**A.** The specific parcels known as parcels "9021, 9015, 9012, 9011, 9010, 9017, 8005, 8006 and 8007" as shown on the drawing attached hereto as Exhibit "A", all lie within the

Executive Airport footprint and these areas were all included in the original conveyance of the former United States flight training facility known as the Bartow Airbase. This land was conveyed as surplus property after World War II, by Deed executed by the War Assets Administrator to the City of Bartow in 1947.

**B.** Because of the nature of the prior ownership and use of the property, plus its ongoing use as a public airport, the property is subject to both Regulations of the War Assets Administration, and various FAA Orders. Specifically, Regulation 16 of the War Assets Administration and FAA Order 5190.6B deal with the valuation and rules governing sale, lease, use or disposal of Airport property. Because of the constraints of such regulations, the ideal mechanism to allow installation of the PRWC transmission line is a "License", as opposed to a formal easement or outright sale of the route of the transmission line.

### **SECTION 3. GRANT OF LICENSE**

**A.** City and Airport hereby grant to PRWC the privilege and license to use the property described in Exhibit "A" (License Area) to locate, construct, install, operate, inspect, alter, improve, maintain, repair, move and rebuild a water transmission line on, upon and across said License Area; and attain ingress and egress to and upon said License Area for the purpose of exercising the rights, privileges and license granted herein.

**B.** This License is granted permanently from the date first written above and shall continue in full force and effect thereafter unless (a) PRWC voluntarily terminates the License by providing (90) days' written notice to the City and Airport, which termination shall become effective only after PRWC has removed all infrastructure from the License Area, (b) the Agreement is terminated in writing by mutual agreement by the parties. The License shall not terminate automatically upon a breach by any Party, and any claimed breach must be addressed through the dispute resolution procedures set forth in this Agreement.

**C.** City and Airport retain the rights to use the License Area in any manner not inconsistent with the rights herein granted to PRWC provided, however, that the City and Airport shall not disturb the water transmission line in any way without prior written approval by the PRWC. The Parties acknowledge that the water transmission line constitutes critical infrastructure serving essential public health and safety functions, and that in the event of any dispute regarding PRWC's rights under this Agreement, PRWC shall have the right to continue operating the water transmission line pending final resolution of the dispute.

**D.** The PRWC expressly acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for loss, damage, or injury to persons or property, arising out of or resulting from the water transmission line, or authorized use of the License Area, unless, however, such claim or demand shall arise out of or result from the negligence or willful misconduct of City or Airport, its servants, agents, employees, or assigns.

**E.** PRWC agrees that any and all work performed within the License Area shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.

**F.** Upon termination, if any, of this License Agreement, PRWC shall, within a reasonable time, but not less than one (1) year, and at PRWC's sole cost and expense, remove all equipment, accessories, and materials owned by PRWC from the License Area and restore said License Area as nearly as practicable to its condition prior to the granting of the License.

**G.** In the event the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact City's or Airport's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like quality and at their original locations or a near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to be removed, relocated or replaced from the License before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore, subject to PRWC's acquired License rights, PRWC will restore the surface of all disturbed areas within the License Area to its original contour and condition, as near as is reasonably practicable.

**H.** This Grant of License shall not be construed as a grant of right-of-way and is limited to a PRWC License. The City and Airport shall have the right to use the area subject to the License granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the License by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the License by the City and the Airport for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the License by City and Airport.

**I.** City and Airport shall not grant other Licenses or easements within the License Area to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said License Area, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good condition that existed prior to the disturbance activity by PRWC.

**J.** PRWC hereby agrees to protect, indemnify, and hold harmless the City and Airport from and against any and all liabilities, losses, damages or expenses, reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal

assistance, arising on account of, relating to, in connection with loss of life, bodily injury or damage to property, arising out of the use of the License Area by the PRWC and its contractors and agents asserted by third parties to the extent such claims directly arise from or result from the negligence, gross negligence, willful misconduct, or other wrongful acts or omissions of PRWC or its employees, agents, contractors, or subcontractors in connection with: (a) the design, construction, installation, operation, maintenance, repair, or removal of PRWC's water transmission line within the License Area; or (b) PRWC's exercise of access rights granted under this Agreement. Upon receiving knowledge of any suit, claim or demand asserted by a third party that City or Airport believes is covered by this indemnity, the City or Airport shall give the PRWC notice of the matter. Any failure or delay of the City or Airport to notify the PRWC of any such suit, claim or demand shall not relieve the PRWC of its obligations under this provision but shall reduce such obligations to the extent of any increase in those obligations caused solely by any such failure or delay.

**K.** PRWC's indemnity obligations shall not apply to, and PRWC shall have no obligation to indemnify, defend, or hold harmless the City or Airport for (a) Claims arising from City's or Airport's failure to comply with any federal, state, or local laws, regulations, or permit conditions applicable to Airport operations or Airport property; (b) Claims arising from defects or dangerous conditions in Airport property, facilities, or improvements not caused by PRWC; (c) Claims arising from Airport operations, including but not limited to aircraft operations, air traffic, fuel storage and handling, or other aeronautical activities; or, (d) Claims arising from any regulatory action, including but not limited to FAA enforcement actions, compliance proceedings, or grant assurance violations, except to the extent such actions arise solely from PRWC's negligent or wrongful conduct. City and Airport shall cooperate fully with PRWC's defense of any indemnified claim, including providing access to documents, witnesses, and facilities, and shall not take any action that prejudices PRWC's defense.

8. **L.** Nothing in this Agreement shall be construed as: (a) a waiver of the Parties' respective sovereign immunity under Section 768.28, Florida Statutes; (b) an agreement to indemnify beyond the limits of liability established in Section 768.28, Florida Statutes; (c) consent by a Party to be sued in any forum or jurisdiction other than as provided by applicable law; or (d) an expansion of the Parties' liability beyond that imposed by law.

**M.** All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns, successors, and tenants of the parties hereto. This License may be amended or modified only by an instrument signed by City, Airport and PRWC.

**SECTION 4. NOTICES.** Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Party:

BARTOW: City Manager  
City of Bartow  
P.O. Box 1069  
Bartow, Florida 33831

With a copy to:

City Attorney  
C/O Boswell & Dunlap, LLP  
Post Office Drawer 30  
Bartow, FL 33831

AIRPORT: Executive Director  
Bartow Executive Airport  
5993 Airport Boulevard  
Bartow, Florida 33830

PRWC: Executive Director  
Polk Regional Water Cooperative  
330 West Church Street  
P.O. Box 9005  
Drawer CA01  
Bartow, Florida 33831

With copy to:

General Counsel  
C/O De la Parte, Gilbert, McNamara & Caldevilla, P.A.  
P.O. Box 2350  
Tampa, Florida 33601-2350

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 4.

**SECTION 5. SEVERABILITY.** If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

**SECTION 6. APPLICABLE LAW.** This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, as the same may be amended from time to time during the Agreement term, and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute.

This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.

**SECTION 7. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS.** This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

## **SECTION 8. RELOCATION**

**A.** The Parties acknowledge that PRWC's water transmission line is critical infrastructure serving the regional water supply needs of multiple member entities. Airport may request relocation of all or any portion of the water transmission line only if: (a) the existing location materially interferes with aeronautical uses or airport development required by the Federal Aviation Administration or other regulatory authority having jurisdiction; or (b) the existing location creates a documented safety hazard to airport operations that cannot be reasonably mitigated through alternative means.

**B.** If Airport determines that relocation is necessary under Section 8.1, Airport shall provide PRWC with written notice specifying: (a) the specific portions of the water transmission line requiring relocation; (b) the basis for the relocation request, including all relevant regulatory requirements or safety documentation; (c) proposed alternative corridor(s) that would satisfy Airport's needs; and (d) Airport's proposed timeline for the relocation. Upon receipt of such notice, the Parties shall meet within thirty (30) days to commence good faith consultation regarding the relocation.

**C.** The Parties acknowledge that relocation of critical water infrastructure requires substantial time for design, permitting, funding, construction, and commissioning. Following completion of consultation regarding relocation, PRWC shall prepare a detailed relocation schedule which shall include reasonable timeframes for: (a) final engineering design; (b) regulatory permitting; (c) funding appropriation through PRWC's budgetary process; (d) competitive procurement of construction contractors; (e) construction and installation; (f) testing and commissioning; and (g) removal of abandoned infrastructure. The total relocation timeline shall be the sum of these components and may range up to two (2) years depending on project complexity, funding availability, and regulatory requirements.

**D.** PRWC shall have the absolute right to continue operating the existing water transmission line in its current location until: (a) the relocated water transmission line has been fully constructed, tested, and commissioned; (b) the relocated line is operational and delivering water at the required pressures and volumes; and (c) PRWC has confirmed in writing that the relocated line is ready for service. Airport expressly waives any right to compel removal or abandonment of the existing line prior to PRWC's written confirmation that the replacement infrastructure is fully operational.

## **SECTION 9. REPRESENTATIONS AND WARRANTIES.**

**A.** Each Party represents and warrants that it has full power and authority to enter into this Agreement and grant the rights conveyed herein; all necessary approvals, resolutions, and authorizations have been obtained from their respective governing bodies; the execution and performance of this Agreement does not violate any law, regulation, ordinance, contract, or other obligation binding on each Party; the persons executing this Agreement on behalf of the Parties have been duly authorized to do so; and this Agreement constitutes valid and binding obligations of the Parties enforceable in accordance with its terms.

**B.** The Airport represents that it has the authority under all applicable federal regulations, grant assurances, and property restrictions to grant the License contemplated by this Agreement; No FAA approval, consent, or waiver is required for Airport to grant the License contemplated by this Agreement, or alternatively, if such approval, consent, or waiver is required, Airport has obtained all necessary FAA approvals prior to execution of this Agreement and has provided the other Parties with copies of all such approvals; The License granted herein does not violate any federal grant assurance, property restriction, or regulatory requirement applicable to Airport; and Airport has fully disclosed to the Parties all federal restrictions, conditions, and limitations applicable to the License Area.

**SECTION 10. RECORDING AND NOTICE.** This Agreement and any amendments hereto shall be recorded in the Official Records of Polk County, Florida, at PRWC's expense.

**SECTION 11. NO JOINT VENTURE OR PARTNERSHIP.** Nothing in this Agreement shall be construed to create a joint venture, partnership, agency relationship, or association between PRWC and City or Airport. Each Party is an independent governmental entity responsible for its own operations, obligations, and liabilities. No Party has authority to bind or commit any other Party to any obligation, contract, or liability.

**SECTION 12. NO THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and their respective successors and assigns. No third party, including but not limited to the FAA, United States government, Airport tenants, or members of the public, shall have any rights or claims under this Agreement or be entitled to enforce any provision hereof.

**SECTION 13. SEPARATE LEGAL COUNSEL.** Each Party acknowledges that it has been represented by separate legal counsel in connection with the negotiation, review, and execution of this Agreement. No Party has relied on any legal advice, representation, or opinion provided by counsel for any other Party. Each Party has independently evaluated the legal and practical implications of this Agreement and has determined that execution is in its best interests.

**SECTION 14. WAIVER OF CLAIMS BETWEEN PARTIES.** To the maximum extent permitted by law, each Party waives any right to assert claims against any other Party for contribution, indemnity, or cost recovery relating to liabilities arising from that Party's own federal or state regulatory or contractual obligations, regulatory compliance requirements, or operational responsibilities. This waiver shall not affect any Party's rights under the express indemnification provisions of this Agreement.

**SECTION 15. LIABILITY LIMITATION.** IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

**SECTON 16. VENUE, JURY TRIAL; ATTORNEYS' FEES, COSTS AND EXPENSES.** Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable court costs, including appellate proceedings.

**SECTON 17. COUNTERPARTS.** This Agreement may be executed in multiple counterparts each of which shall be an original, but which shall collectively form a single agreement.

**SECTON 18. EFFECTIVE DATE.** This Agreement shall become effective on the date of execution by the last Party to sign this Agreement, as evidenced by the date shown adjacent to such signature (the "Effective Date"). If executed in multiple counterparts, the Effective Date shall be the latest execution date appearing on any counterpart signature page.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES' SIGNATURES**

IN WITNESS WHEREOF, City has caused these presents to be executed the day and year first written above.

Signed, sealed and delivered  
in the presence of:

City of Bartow

Witness #1 signature

By: \_\_\_\_\_

Name: Tanya Tucker  
Title: Mayor

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

Date

#### **ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Tanya Tucker as Mayor of the City of Bartow. She [ ] is personally known to me or has produced \_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Name of Notary

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission No. \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

IN WITNESS WHEREOF, Airport has caused these presents to be executed the day and year first written above.

Signed, sealed and delivered

Bartow Municipal Airport  
Development Authority

in the presence of:

Witness #1 signature

By: \_\_\_\_\_

Name: Laura Simpson  
Title: Chair

Print Witness #1 name

Witness #2 signature

Print Witness #2 name

Date

#### **ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Laura Simpson as Chair of the Bartow Municipal Airport Development Authority. She        is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name of Notary

(Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission No. \_\_\_\_\_  
My Commission  
Expires: \_\_\_\_\_

IN WITNESS WHEREOF, PRWC has caused these presents to be executed the day and year first written above.

Attest:

Polk Regional Water Cooperative  
A Florida Independent Special District

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to form and correctness:

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

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, Chair of the Polk Regional Water Cooperative on behalf of the Polk Regional Water Cooperative who  is personally known to me or  has produced \_\_\_\_\_ as identification.

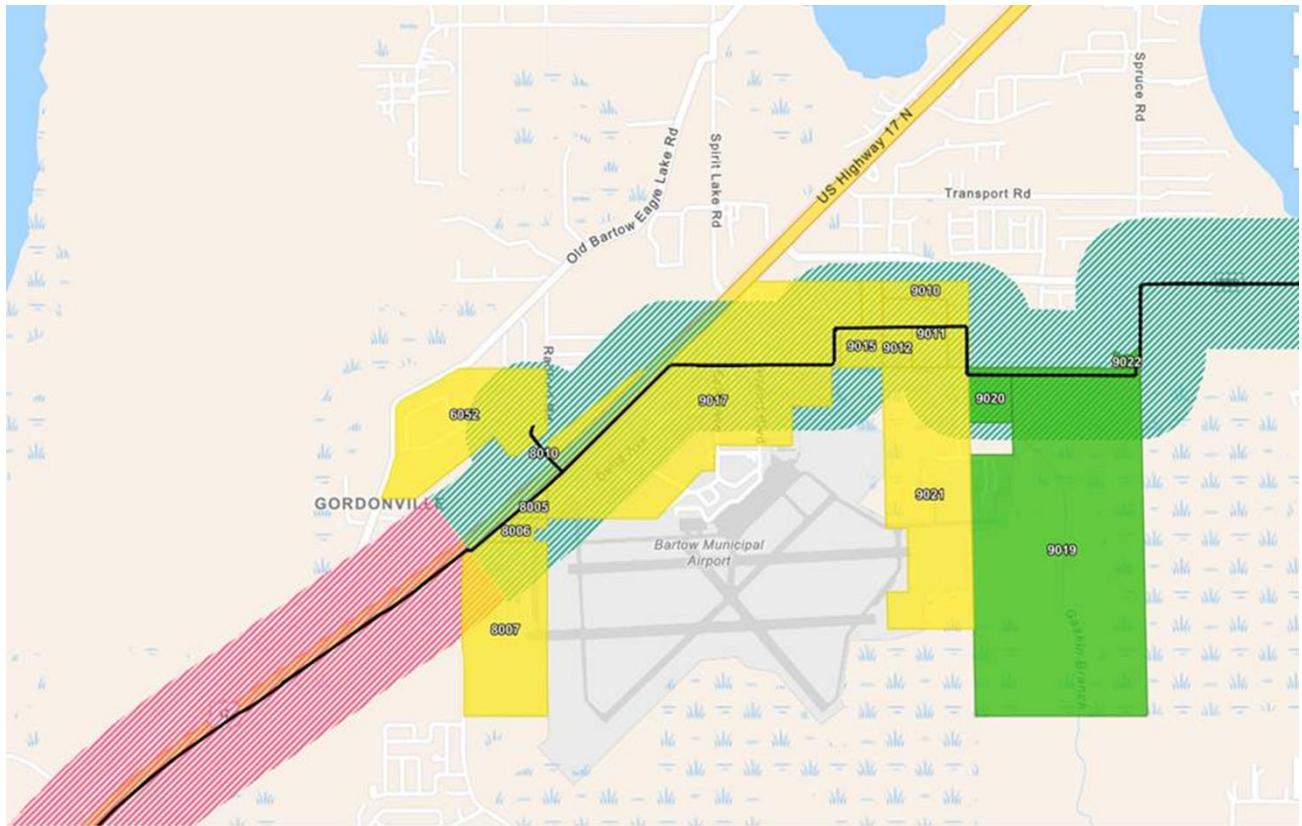
(AFFIX NOTARY SEAL)

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

\_\_\_\_\_  
Print Name

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

# EXHIBIT A



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Agenda Item H.5.

1/28/2026

**SUBJECT**

Revision of Final Points of Connection for the Southeast Wellfield Project and Adopt Resolution 2026-01 to Amend Resolutions 2025-05, 2024-34, and 2025-05 Project Resolution of Necessity Approving the Southeast Wellfield Water Production Facility and Transmission Main Project due to a change in the Transmission Main Route (Action)

**DESCRIPTION**

Section 12.1 of the July 21, 2022 Second Amended and Restated Implementation Agreement requires that the Points of Connection (POC's) and the location of meters used for the delivery of Project Water to the Project Participants be identified by the Cooperative no later than January 1, 2023. The Cooperative, through consultation with the PRWC Technical Advisory Committee (TAC) and meetings with individual members, identified POC's for the Southeast Wellfield Project Participants which were approved at the January 2023 Project Board meeting. The determination of the POC's considered a number of factors, including transmission system routing, location of existing/proposed member facilities, hydraulic capacity of member systems, and future service area growth for each member.

Since January 2023, updates to points of connection have been requested by some Project Participants.

In March of 2023, the Board of Directors adopted Resolution 2023-06, a Resolution of Necessity approving the Southeast Lower Floridan Aquifer Water Production and Southeast Transmission Line (a.k.a. Transmission Main) (SETM) Project. The purpose of this resolution was to approve the proposed routes for the raw water main and finished water transmission main. Resolution 2023-06 was amended in November of 2024 through Resolution 2024-34 to address certain transmission system alignment modifications. Subsequently, Resolution 2024-34 was amended in January 2025 through Resolution 2025-05 for the relocation of POC's for Auburndale and Polk County's Northeast Utility Service Area and the omission of Lake Wales's POC (as they are not a Phase 1 Project Participant).

Since Resolution 2025-05 was adopted, PRWC staff have continued to work diligently to advance detailed design and permitting and to acquire parcels needed to accommodate the approved route. As this process advances and new information is revealed, select elements of the initial route have changed, including a revision to the Haines City POC and the transmission system alignment for the Davenport POC (Exhibit A). This agenda item addresses the change to the Haines City POC and the changes to the transmission system alignment for the Haines City POC and Davenport POC.

## **RECOMMENDATION**

Approve revisions to the Final Points of Connection and Adopt Resolution 2026-01 to Amend Resolutions 2023-06, 2024-34, and 2025-05 Project Resolution of Necessity Approving the Southeast Wellfield Water Production Facility and Transmission Main Project due to a change in the Transmission Main Route.

## **FISCAL IMPACT**

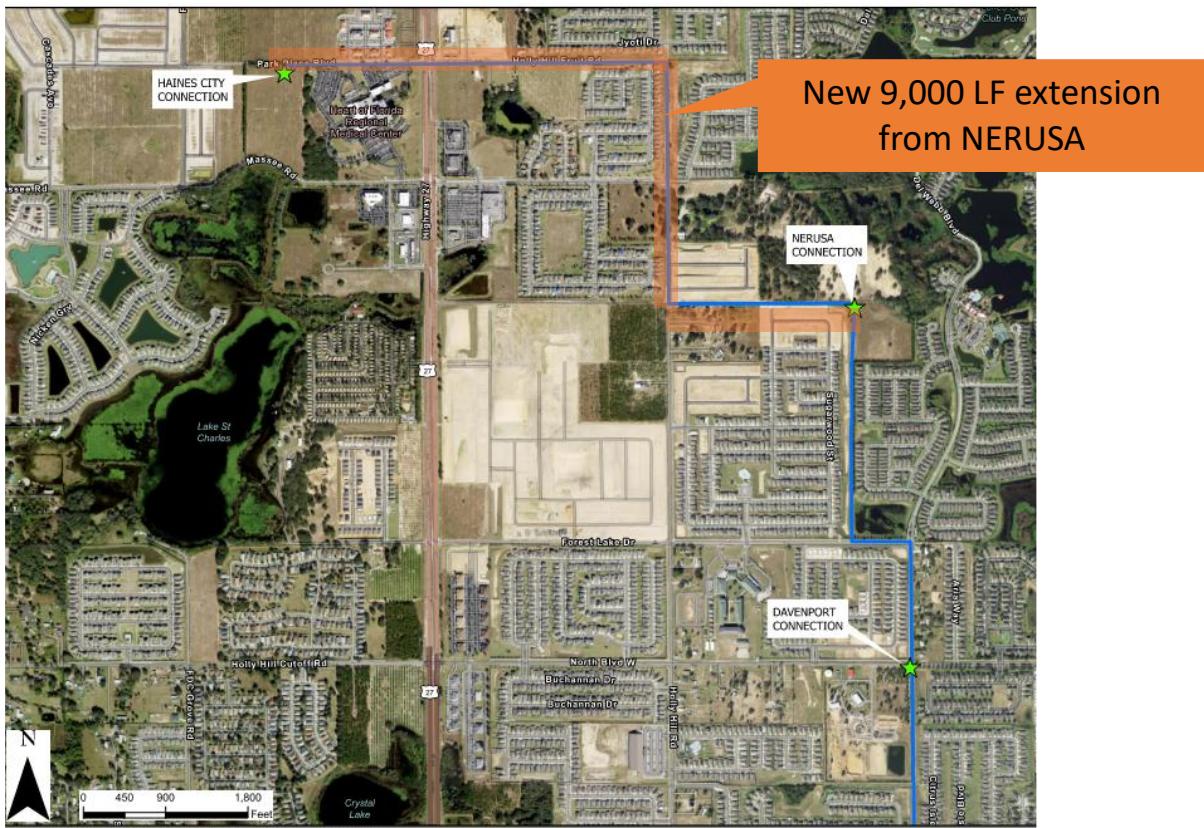
The changes to the northern terminus are estimated to increase the pipeline cost by approximately \$4.1M via a future change order to GMP-6.

## **CONTACT INFORMATION**

Mark Addison

## EXHIBIT A

### Modification to SETM Finished Water Transmission Line Route Approved by Cooperative Resolution 2026-01



**POLK REGIONAL WATER COOPERATIVE**

**Resolution 2026-01**

**PROJECT RESOLUTION OF NECESSITY AMENDING RESOLUTION'S  
2023-06, 2024-34 AND 2025-05 AND  
APPROVING THE SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY  
AND  
SOUTHEAST TRANSMISSION LINE PROJECTS**

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

**WHEREAS**, groundwater from the Upper Floridan aquifer in central Florida, which includes all of Orange, Osceola, Polk and Seminole Counties and southern Lake County, is the primary source of water supply for public, agricultural, commercial and industrial water users; and

**WHEREAS**, in 2011 the Florida Department of Environmental Protection, the South Florida Water Management District, the St. Johns River Water Management District, the Southwest Florida Water Management District, the Florida Department of Agriculture and Consumer Services, public water supply utilities and other stakeholders commenced the Central Florida Water Initiative ("CFWI"), a collaborative process to determine the sustainable yield of the Upper Floridan aquifer in central Florida and to identify strategies for supplying all existing and future reasonable beneficial uses without harming the natural resources; and

**WHEREAS**, the CFWI process concluded that the Upper Floridan aquifer alone could not meet future water demands or currently permitted allocations without resulting in unacceptable harm to water resources and related natural systems; and

**WHEREAS**, in June 2021 pursuant to Section 373.0465, Florida Statutes, the Florida Department of Environmental Protection adopted uniform rules for application within central Florida, which among other things would restrict an applicant's or permittee's withdrawal from the Upper Floridan aquifer to an amount no greater than its demonstrated 2025 demand and requiring the development of Alternative Water Supplies ("AWS") to meet demands above this limit; and

**WHEREAS**, in anticipation of the CFWI rules, Polk County and 15 municipalities within Polk County created the Cooperative as an independent special district pursuant to Chapter 189, Section 373.713, Florida Statutes and an Interlocal Agreement entered into on June 1, 2016 pursuant to Section 163.01, Florida Statutes (the "Interlocal Agreement") for the purpose of developing AWS projects to meet the future potable water needs of the citizens of Polk County

above and beyond the Demonstrated 2025 Demand of the Cooperative's founding member governments; and

**WHEREAS**, 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

**WHEREAS**, during the next several years following its creation, the Cooperative and its member governments evaluated over 200 potential AWS projects for the purpose of identifying the most cost-effective projects capable of meeting the potable water needs of the citizens of Polk County and at the end of that process two projects were selected for implementation; and

**WHEREAS**, one of the two projects selected for implementation is the Southeast Wellfield Project, which consists of the Southeast Lower Floridan Aquifer Water Production Facility ("SELFA WPF") and the Southeast Transmission Main ("SETM"); and

**WHEREAS**, the Southeast Wellfield Project has received a 40-year consumptive use permit authorizing the withdrawal and use of 30 million gallons a day of water from the Lower Floridan aquifer; and

**WHEREAS**, in April 2021, the Cooperative and 15 of its member governments entered into the Implementation Agreement for the Southeast Wellfield, which obligates the Cooperative to construct and operate the SELFA WPF and the SETM to supply the participating member governments 15.15 million gallons a day of potable water by 2045 (the "Implementation Agreement"); and

**WHEREAS**, the Cooperative completed planning for and is proceeding with construction of the first phase of the SELFA WPF, which consists of a 5 raw water wells, approximately 10 miles of raw water transmission line and a water treatment plant capable of producing 7.5 million gallons a day of high quality potable water and the SETM, which consists of approximately 61 miles of water transmission pipeline to deliver the finished water from the water treatment plant to the project participants for use in their water service areas; and

**WHEREAS**, selection of the most reasonable and practical routes for the SELFA WPF raw water transmission line and SETM finished water transmission line involved extensive coordination with the Cooperative's project participants, a detailed technical evaluation and a public outreach; and

**WHEREAS**, the route of the SETM was evaluated based on the following main factors:

- A. Alternative routes, the location of the raw water production wells and the final delivery points for the member systems.

- B. Environmental factors such as avoidance of wetlands and endangered and threatened species.
- C. Costs of the pipeline, including cost and constructability of the route.
- D. Long range planning for the area, including location of future production wells and land use changes.
- E. Safety and accessibility of the pipeline.

**WHEREAS**, alignment of the SELFA WPF raw water transmission line is mostly dictated by the permitted location of the raw production wells identified in the existing consumptive use permit, which at the time the permit was issued, took into account environmental, cost, long range planning and safety and accessibility factors; and

**WHEREAS**, based on this evaluation, the preferred SELFA WPF raw water transmission line route was selected and is depicted in **Exhibit "A."**

**WHEREAS**, the alignment of the SETM finished water pipeline involved an intensive effort using geographic information system mapping and other digital resources to consider several possible alignments, generally along roadways to the extent possible to minimize impact to property and to allow for a continuous path from the water treatment plant to the member government's point of connection; and

**WHEREAS**, for each of the possible alignments, desktop and field investigations were conducted and then individual segments were assigned a score between 1 and 4 representing the most preferred to the least preferred; and

**WHEREAS**, once the initial scoring was complete, route segment options were eliminated for such factors as increased cost, significant disruption to residential and commercial areas, extensive environmental, historical or archeological impacts and safety concerns with high traffic areas; and

**WHEREAS**, based on this evaluation, the preferred SETM finished water pipeline route was selected via Cooperative Resolution 2023-06 and is depicted in **Exhibit "B;"** and

**WHEREAS**, public workshops were held on February 27, 2023 at the Town of Lake Hamilton Town Council Room and on February 28, 2023 at the Florida Department of Transportation District One Conference Center in Bartow, Florida for the purpose of presenting the preferred routes and to solicit public comments and the public comments have been considered by the Cooperative Board of Directors; and

**WHEREAS**, pursuant to Cooperative Resolution 2024-34 the Cooperative approved a modification to the preferred SETM finished water pipeline route that was selected and depicted in **Exhibit “B,”** for a portion of the SETM finished water pipeline route beginning near U.S. Highway 98 and County Road 540A intersection and ending in the County Road 540A 3-way, which modification is set forth as **Exhibit “C;”** and

**WHEREAS**, the SELFA WPF raw water transmission line route and the SETM finished water pipeline route approved by Cooperative Resolution 2024-34 are depicted on **Exhibit “D;”** and

**WHEREAS**, pursuant to Cooperative Resolution 2025-05 the Cooperative approved a modified SETM finished water pipeline route set forth in **Exhibit “D”** that differs from the approved route in four areas, as depicted on **Exhibit “E;”** and

**WHEREAS**, since Cooperative Resolution 2025-05 was adopted, PRWC staff has continued working diligently to advance detailed designed and acquire parcels needed to accommodate the approved route and as the process has advanced, new information has revealed a revision to the City of Haines City point of connection and transmission line alignment for the City of Davenport Point of Connection; and

**WHEREAS**, Cooperative staff is recommending changes to the transmission alignment to access the revised points of connection for the City of Haines City and the City of Davenport as depicted in **Exhibit “F;”** and

**WHEREAS**, the Cooperative has been granted the power of eminent domain pursuant to the Interlocal Agreement and Sections 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 the current Project Resolution for the SELFA WPF raw water transmission line and the SETM finished water pipeline projects; and

**WHEREAS**, the construction of the SELFA WPF raw water transmission line and the SETM finished water pipeline constitutes a valid public purpose of the Cooperative in carrying out its

charge under Chapter 189, Section 163.01, Section 373.713, the Interlocal Agreement and the Implementation Agreement to develop an AWS project to meet the existing and future potable water needs of the citizens of Polk County; and

**WHEREAS**, absent a relinquishment of the property pursuant to Section 73.013(4), Florida Statutes, land to be acquired will not be conveyed to natural persons or private entities and the land is not being acquired to abate or eliminate a public nuisance or to prevent or eliminate a slum or blight; and

**WHEREAS**, the Cooperative intends in good faith to construct the SELFA WPF and the SETM on, under or over the described property; and

**WHEREAS**, the Cooperative Board, after being fully informed on the matter and upon proper consideration, approves the SELFA WPF Project, including the raw water transmission line route depicted in **Exhibits "A" and "D"** and the SETM Project, including the finished water pipeline route depicted in **Exhibits "C," "D" and "E"** as modified by **Exhibit "F,"** and

**WHEREAS**, prior to the Cooperative Board approving the alignments depicted in **Exhibits "A," "B," "C," "D," "E" and "F"** the Board considered several factors including without limitation, alternative routes, environmental impact, costs, long range planning and safety; and

**WHEREAS**, the Cooperative Board, after proper consideration, makes the following findings regarding the alignments depicted in **Exhibits "A," "B," "C," "D," "E" and "F":**

A. **ALTERNATIVE ROUTES:** The Cooperative Board considered various alignments, costs thereof, and projected improvements before approving an alignment for the SELFA WPF raw water transmission line and the SETM finished water pipeline as the "best fit" alignments for the proposed transmission mains.

B. **ENVIRONMENTAL FACTORS:** Necessary permits are expected to be approved or have been approved by the permitting agencies. The projects have been designed to minimize adverse impacts to environment and historical and archaeological resources and it is anticipated that no adverse environmental impacts will result from these projects.

C. **COSTS:** The cost of all alternative routes were considered. The preferred alignment for the SELFA WPF raw water transmission line and the SETM finished water pipeline are cost effective within the required design criteria.

D. **LONG RANGE PLANNING:** The project is consistent with the CFWI Regional Water Supply Plan, the Cooperative's water supply plan and is

part of a program previously adopted by the Cooperative for meeting the long-term potable water demands of the citizens of Polk County.

E. SAFETY CONSIDERATIONS: The routes were selected to parallel existing roads whenever possible and minimize significant interference with residential and commercial property. The identified route will provide sufficient area to construct the proposed transmission lines.

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

Section 1. This Resolution amends Cooperative Resolutions 2023-06, 2024-34 2025-05 and in the event of a conflict between Resolutions 2023-06, 2024-34 and 2025-05 and this Resolution, the terms of this Resolution shall control.

Section 2. The forgoing findings are incorporated herein by reference and made a part hereof.

Section 3. The SELFA WPF and SETM Projects are hereby designated Cooperative approved projects pursuant to the Interlocal Agreement and the Implementation Agreement.

Section 4. It is the judgment of the Cooperative that the construction of the SEFLA WPF raw water transmission line and the SETM finished water pipeline as depicted in **Exhibit "F"** is necessary, practical and in the best interest of the Cooperative and its member governments and if the acquisition of property and property rights are needed for such construction is necessary for the performance of its duties and for the construction, reconstruction and maintenance of said facilities for the use of the general public; and that the Cooperative is authorized to make such acquisition by gift, purchase or condemnation. Nothing contained in this Resolution is intended to require any Member to incur the cost of relocating any Member utility facilities within the alignment depicted in **Exhibit "F."**

Section 5. This resolution is supplemental to and does not supersede or replace Cooperative Resolution 2025-02 with regards to the selected Rolling Meadows SETM finished water transmission line route and the factors considered by the Cooperative in approving that route.

Section 6. That this Resolution shall take effect immediately upon its adoption.

Section 7. 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 28th day of January, 2026.

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

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Chair

---

Secretary/Treasurer

Approved as to Form:

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Edward P. de la Parte  
Legal Counsel

## **EXHIBIT A**

### **SELFA WPF Raw Water Transmission Line Route**

[See Attached 1 Page]

## Exhibit A

### SELFA WPF Raw Water Line Route

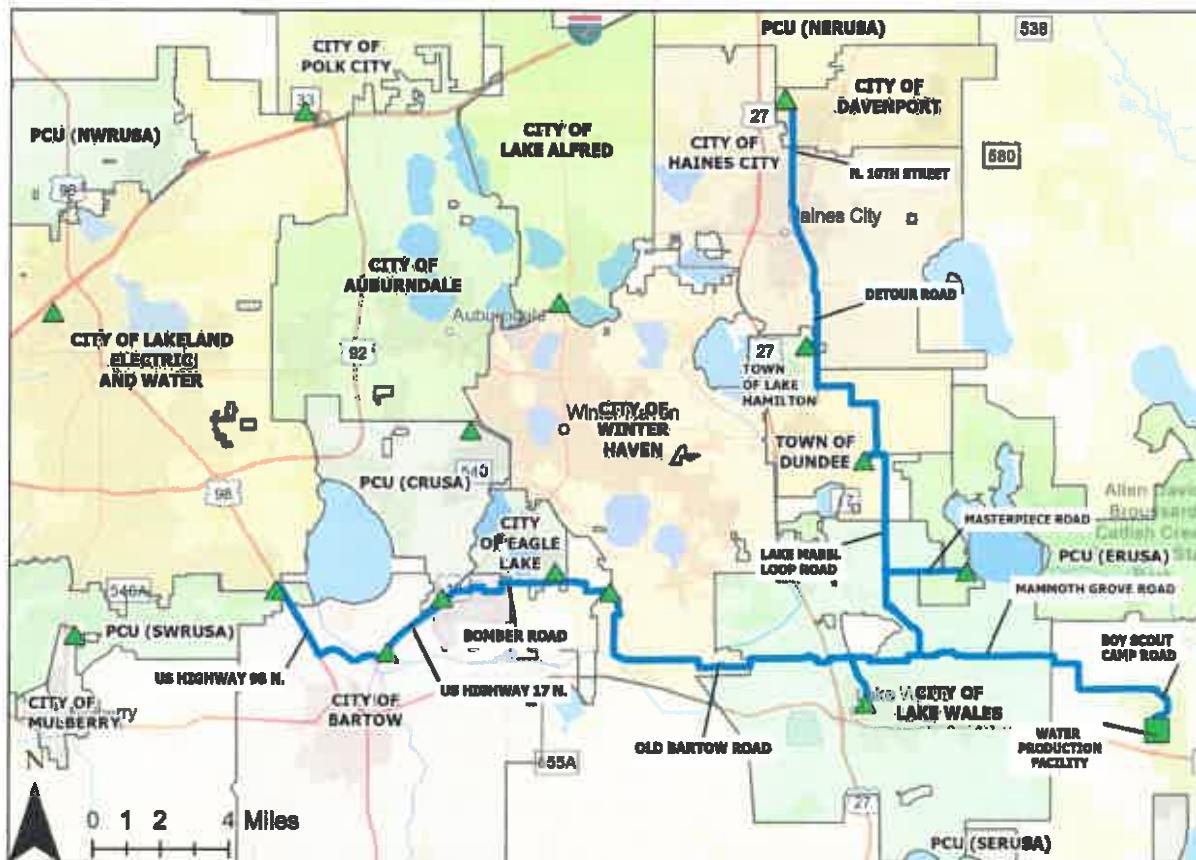


**EXHIBIT B**  
**Original SETM Finished Water Pipeline Route**

[See Attached 1 Page]

## Exhibit B

### SETM Finished Water Pipeline Route



**EXHIBIT C**

**Modification to SETM Finished Water Transmission Line Route**  
**Approved by Cooperative Resolution 2024-34**

[See Attached 4 Pages]

### 3.0 Identification of Alternative Transmission Routes

#### 3.2 Alternative Pipeline Routes

##### Alternative 1

The 12-inch transmission main segment begins east of the US HWY 98 and County Road 540A intersection and travels east along County Road 540A. There will be a trenchless crossing across US Highway 98 via HDD. The directional drill will continue until reaching the interconnect site. The portion traveling east along County Road 540A will be in a 10' easement.

Considerations:

- This segment encounters no adverse soil conditions.
- There are no conflicting road projects along the segment.
- The figure shows roughly 68-feet of Potential Gopher Tortoise, Sand Skink, and Indigo Snake habitat along the segment route. This potential habitat area is in heavily trafficked right of way and is excluded from the scoring evaluation.
- There is an Eagle Nest buffer zone just outside the proposed alignment, south of CR 540A.
- Route passes in nearby existing underground petroleum storage tanks and one (1) inactive petroleum contamination tracking site.
- The proposed route crosses no flood zones or wetlands.

##### Alternative 2

The 12-inch transmission main segment begins east of the US HWY 98 and County Road 540A intersection and travels north along US HWY 98. It crosses US HWY 98 via HDD and travels in a 20' easement on private property. The installation will require modifications of the Montessori septic system to allow room for pipeline construction. The remaining installation will be HDD into the interconnect site.

Considerations:

- There are environmental considerations associated with crossing and relocating/potentially up-sizing the septic drain field at the Montessori School
- There are no conflicting road projects along the segment.
- This segment will likely encounter unsuitable soil conditions in the areas near the Montessori septic drain field.
- The proposed route crosses no flood zones or wetlands.

##### Alternative 3A

The 12-inch transmission main segment begins east of the US HWY 98 and County Road 540A intersection and travels north along US HWY 98. It crosses US HWY 98 via HDD and travels in a 20' easement on private property before continuing south along the Polk County pond parcel. The installation crosses a structure identified in the Florida Structures registry as ineligible for NRHP designation. The remaining installation will be open cut.

- There are no environmental considerations along the entire segment route.

- There are no conflicting road projects along the segment.
- This segment encounters no adverse soil conditions.
- The proposed route crosses no flood zones or wetlands.
- This route does require removal of many large oak trees.

### Alternative 3B

The 12-inch transmission main segment begins east of the US HWY 98 and County Road 540A intersection and travels north along US HWY 98. It crosses US HWY 98 via HDD. The route continues down the center of J Day Dr via HDD. The segment crosses private property in a 20' easement before continuing south along the Polk County pond parcel. The remaining installation will be open cut.

- There are no environmental considerations along the entire segment route.
- There are no conflicting road projects along the segment.
- This segment encounters no adverse soil conditions.
- The proposed route crosses no flood zones or wetlands.

## 9.0 Non-Cost Evaluation of Alternative Routes

### 9.3 Non-Cost Ranking

#### Alternate Corridor

This alternative begins near the US HWY 98 and County Road 540A intersection and finishes in the 540A 3-Way Interconnect.

Table 9.1 Non-Cost Ranking Alternate Corridors

Criterion	Weight Factor	Alternative 1		Alternative 2		Alternative 3A		Alternative 3B	
		Rank <sup>1</sup>	Score <sup>2</sup>						
Pipeline Length	3.4	4	13.6	3	10.2	2	6.8	2	6.8
Public Inconvenience	1.7	1	1.7	2	3.3	4	6.7	4	6.7
Safety	7.7	3	23.0	1	7.7	4	30.7	4	30.7
Trenchless Crossings	1.8	2	3.6	3	5.3	3	5.3	3	5.3
Geotechnical Considerations	3.8	3	11.3	2	7.6	4	15.1	4	15.1
Operation and Maintenance Accessibility	5.2	4	20.7	2	10.3	2	14.5	3	15.5
Long Range Planning	3.9	4	15.6	4	15.6	4	15.6	4	15.6
Environmental	4.7	3	14.0	4	18.7	4	18.7	4	18.7
Archaeological and Historic Sites	3.6	3	10.7	3	10.7	3	10.7	3	10.7
<b>Total Non-Cost Score</b>			<b>114.2</b>		<b>89.4</b>		<b>124.1</b>		<b>125.1</b>

Notes:

(1) Average rank. Scale of 1 to 4 with 4 being the best.

(2) Score = Rank \* Weight Factor

## 11.0 Conceptual Cost of Alternatives

### 11.1 Comparison of Alternate Routes

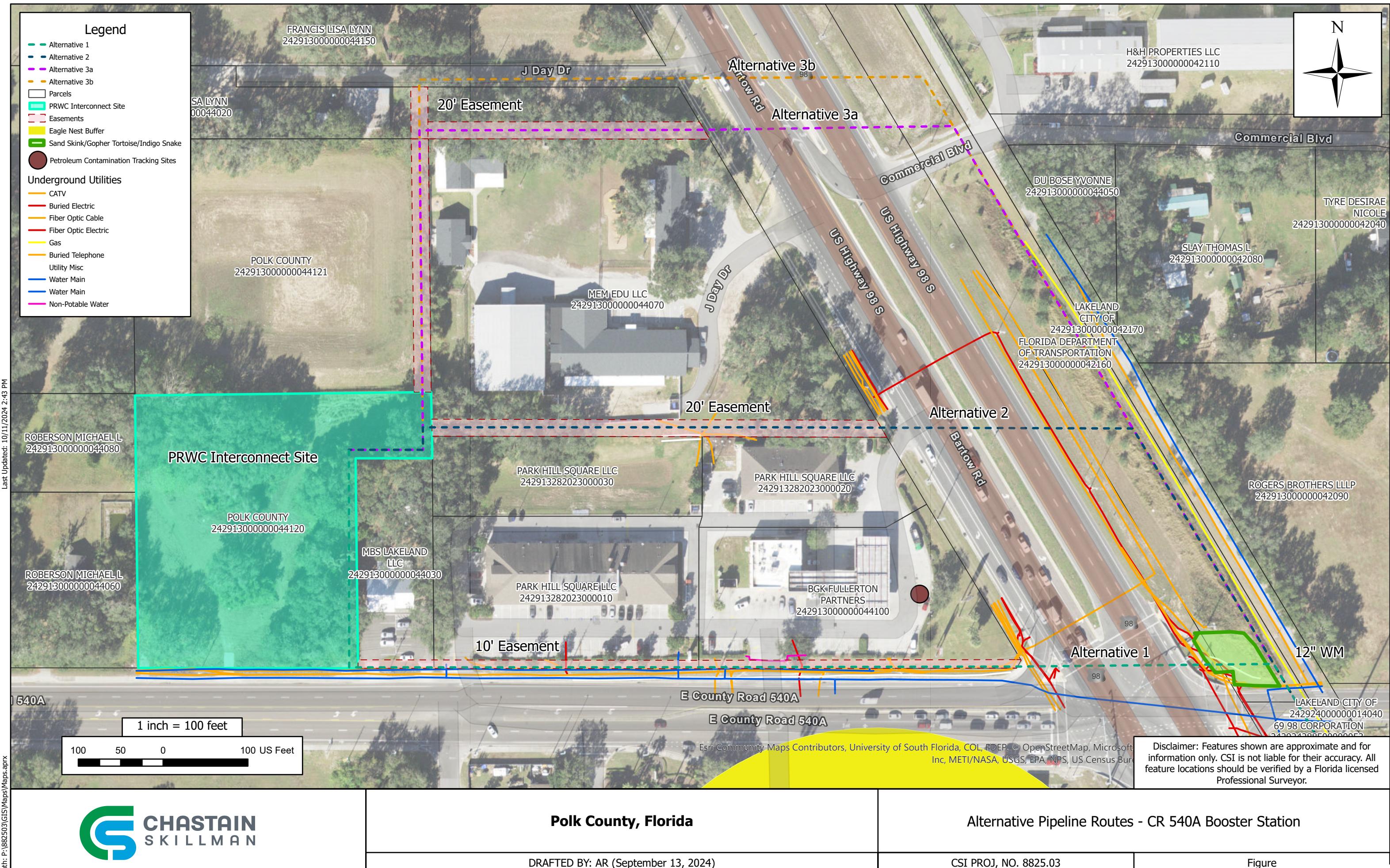
#### Alternate Corridor

This alternative begins near the US HWY 98 and County Road 540A intersection and finishes in the SWRUSA interconnect.

Table 11.1 Conceptual Cost Evaluation

Criterion	Alternative 1	Alternative 2	Alternative 3A	Alternative 3B
Non-Cost Ranking	114.2	89.4	124.1	
Construction Cost	\$323,580.20	\$464,416.20	\$458,621.16	\$366,256.00
Land Cost	\$104,967.50	\$64,350.00	\$91,740.00	
Total Cost	\$428,547.70	\$528,766.20	\$550,361.16	\$372,526.00

Alternative 3B has the highest non-cost score and has the lowest total cost. Therefore, Alternative 3B is recommended.

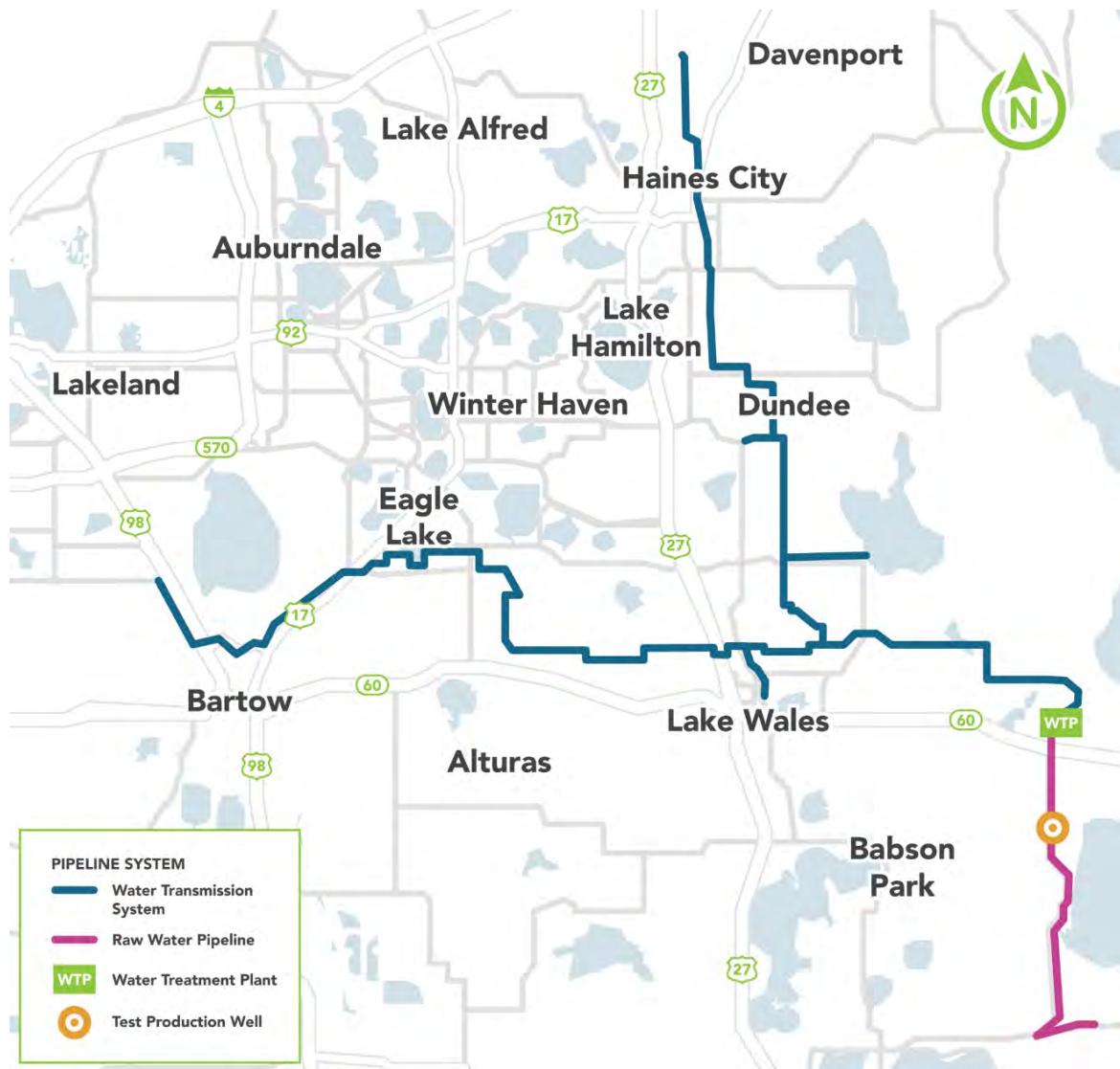


## **EXHIBIT D**

### **SETM Raw Water Transmission Line and Finished Water Transmission Line Route Approved by Cooperative Resolution 2024-34**

[See Attached 1 Pages]

## Original Pipeline

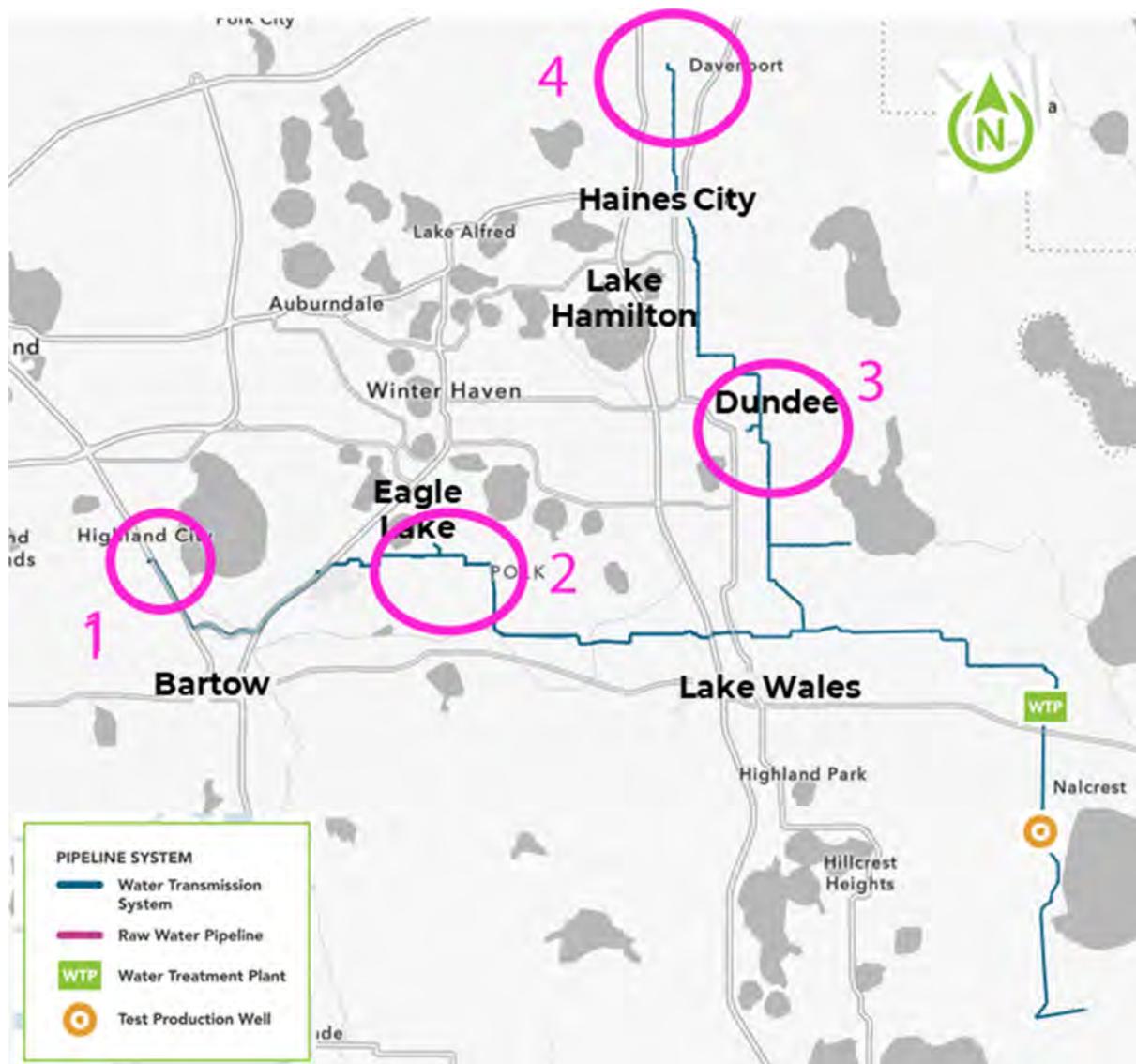


## **EXHIBIT E**

### **SETM Raw Water Transmission Line and Finished Water Transmission Line Route Approved by Cooperative Resolution 2025-05**

[See Attached 1 Pages]

## Revised Pipeline



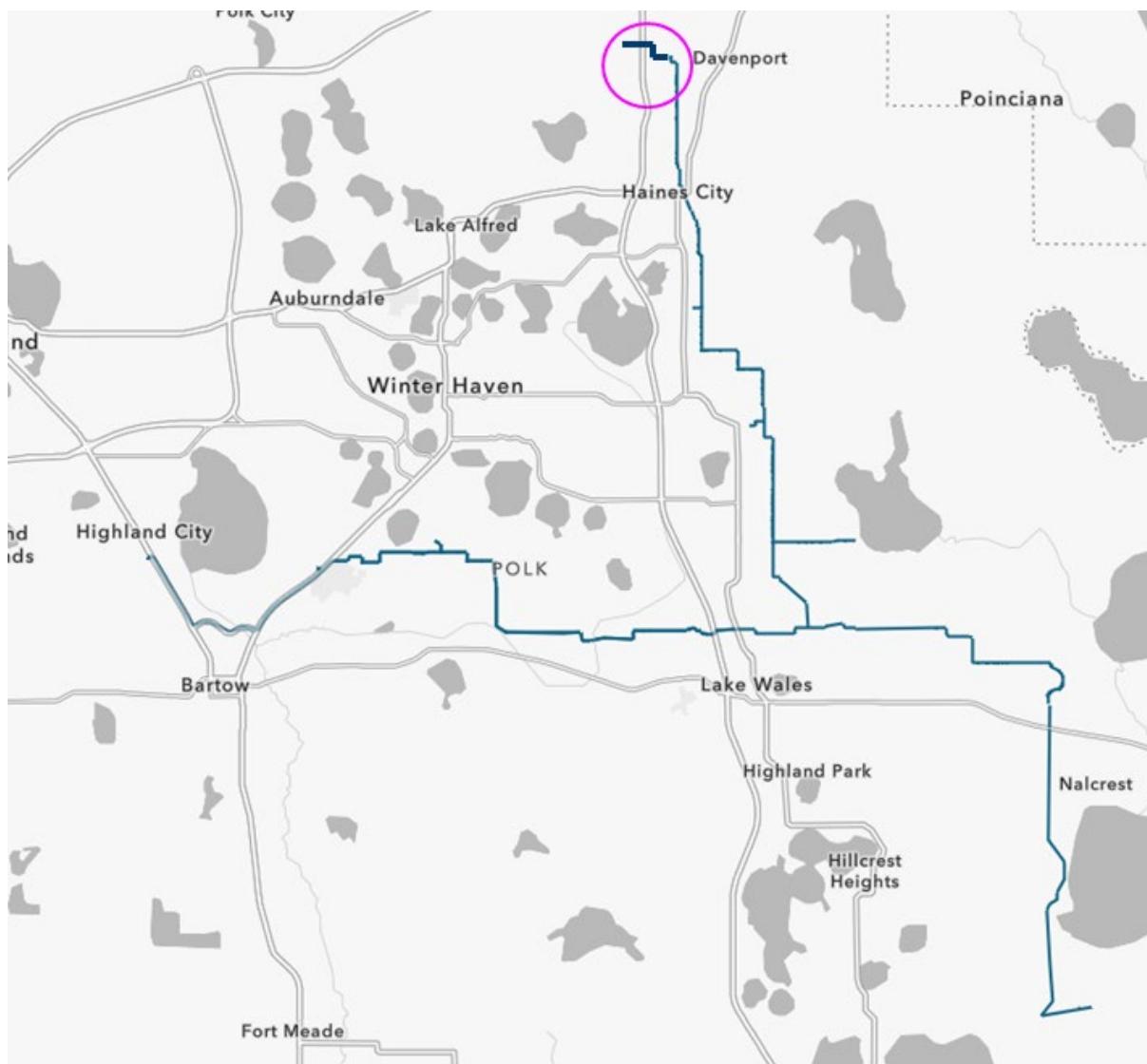
## **EXHIBIT F**

### **SETM Raw Water Transmission Line and Finished Water Transmission Line Route Approved by Cooperative Resolution 2026-01**

[See Attached 2 Pages]

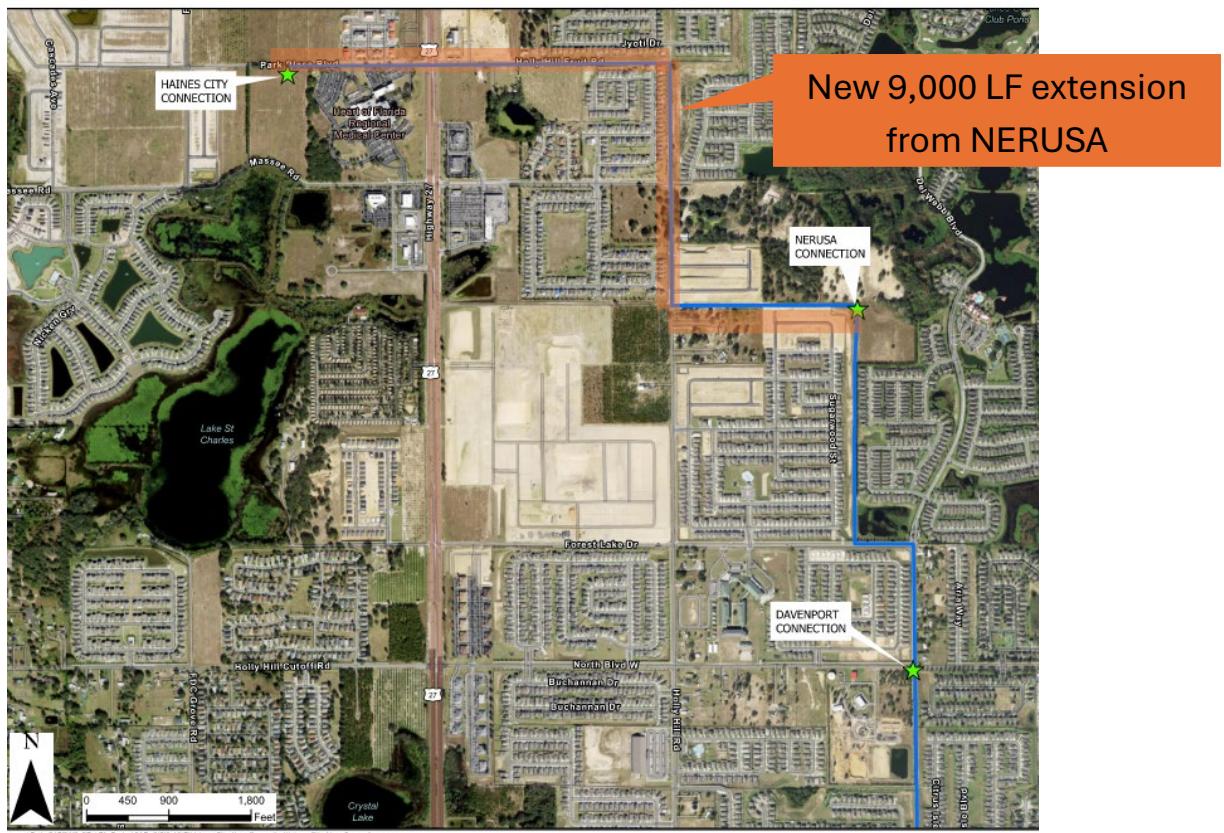
**EXHIBIT F**

**SETM Finished Water Transmission Line Route  
Approved by Cooperative Resolution 2026-01**



## EXHIBIT F

### Modification to SETM Finished Water Transmission Line Route Approved by Cooperative Resolution 2026-01



---

Agenda Item H.6.

1/28/2026

**SUBJECT**

Approve the Mediated Settlement with Taylor and Patricia Nielsen for PRWC Parcel Number 13022 Permanent and Temporary Construction Easements (Action)

**DESCRIPTION**

Following a mediation session between the PRWC and the Attorney representing Taylor and Patricia Nielsen, the PRWC reached a monetary settlement regarding the easements (13022 PE and TCE) needed for the PRWC transmission main on the property (Exhibit A).

Pursuant to the negotiated terms, the property owners will receive \$110,000 for a permanent easement (0.389 acres) and temporary construction easement (0.0.73 acres). The PRWC appraisal amount for the permanent and temporary construction easements was \$36,900. The property owners (through their attorney) initially countered at \$163,100. After a series of cost exchanges during the mediation session, a settlement was reached at \$110,000, which is \$73,100 above the appraised value. The increase in the amount of compensation provided to the property owners above the appraised value is considered reasonable and appropriate due to impacts to existing oak trees and natural landscaping which provides a buffer for privacy.

The PRWC negotiated owner expert fee invoices in the amount of \$30,083.80. Statutory attorney fees mandated under Florida law are \$27,000. The total cost for the easement is \$167,083.80.

The negotiated settlement has numerous benefits to the PRWC as outlined below:

- 1) The settlement is \$53,100 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$100,000-\$150,000 in costs;
- 3) The PRWC transmission line can remain as designed despite impacts to a recently developed residential lot in a fast-growing area of Polk County.

This settlement was negotiated and settled by The PRWC's eminent domain attorney (Peterson and Myers) with the property owner's attorney. Two easements (13022 PE and 13022 TCE) were acquired from the property owner through an Order of Taking on September 22, 2025. The PRWC attorney will file the Stipulated Final Judgement upon Board approval.

**RECOMMENDATION**

Approve the Mediated Settlement with Taylor and Patricia Nielsen for PRWC Parcel Number 13022 Permanent and Temporary Construction Easements.

## **FISCAL IMPACT**

The Negotiated Settlement provides that the PRWC will pay \$167,083.80 (inclusive of attorney and expert fees) for PRWC Parcel Number13022 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.

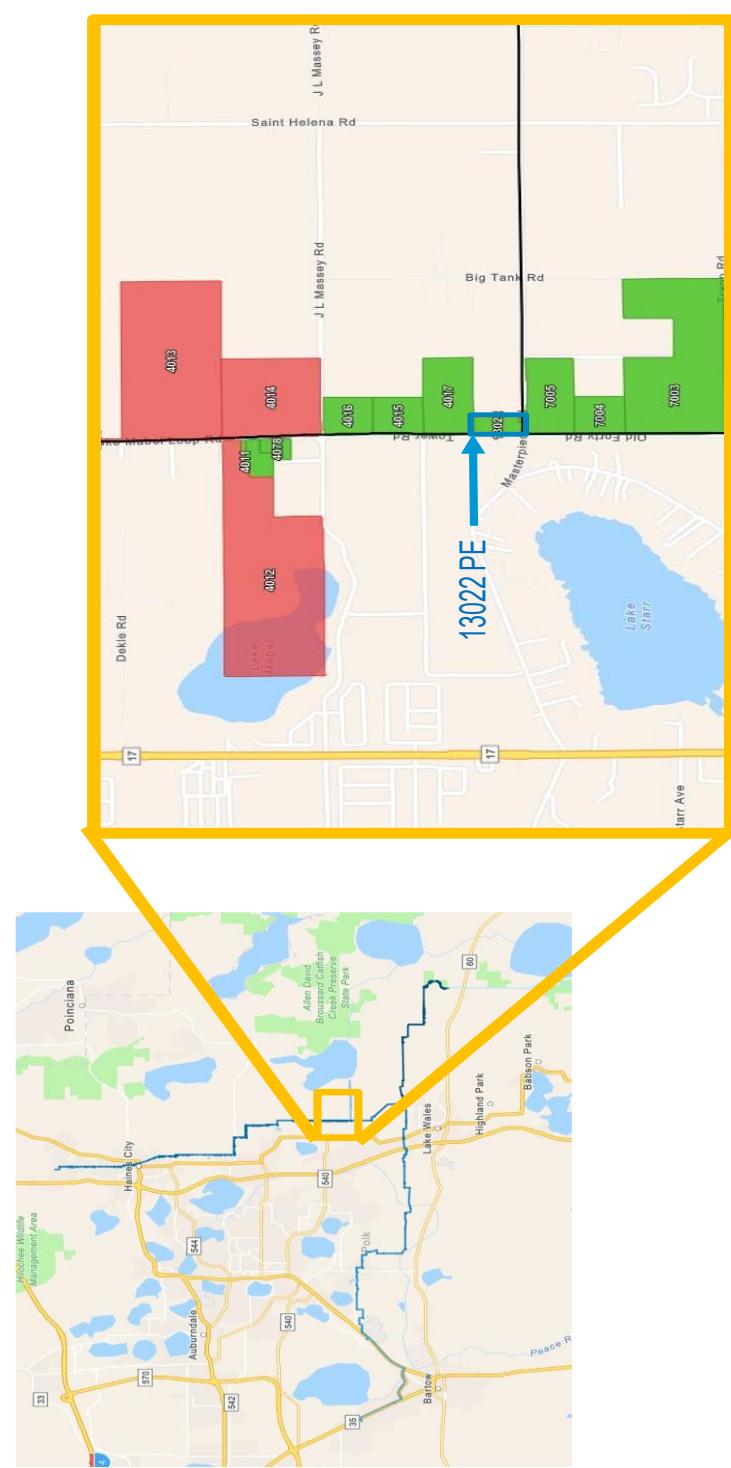
## **CONTACT INFORMATION**

Eric DeHaven



## Parcel Location

### Exhibit A – 13022 PE & TCE



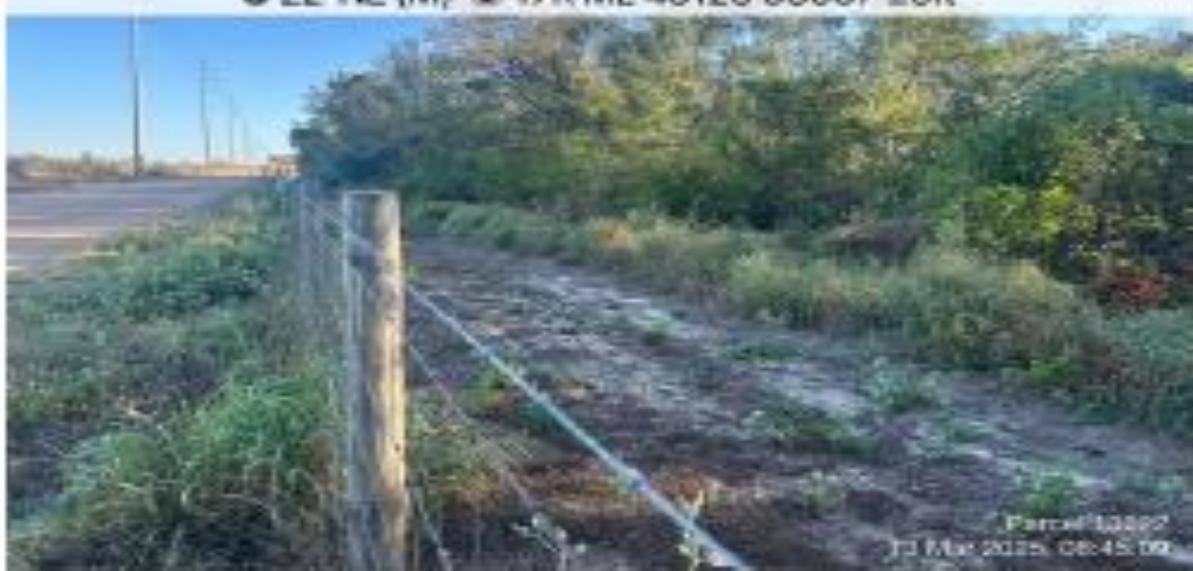
## Exhibit A – 13022 PE & TCE



### Subject Site

NW N NE E

© 22°NE (M) ● 17R ML 43126 93057 ±9ft



IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

THE POLK REGIONAL WATER  
COOPERATIVE,

Petitioner,

CASE NO. 2025-002795-CA

vs.

PARCEL NOS: 13022-PE & 13022-TCE

PHILLIP ANDREW WEBB, et al.,

Respondents.

/

**MEDIATED SETTLEMENT AGREEMENT AS TO REAL  
ESTATE COMPENSATION AND OTHER CLAIMS  
REGARDING TAYLOR NIELSEN AND PATRICIA DAWN NIELSEN**

At a mediation conference held on Monday, November 24, 2025, Petitioner, Polk Regional Water Cooperative, and Respondents, TAYLOR NIELSEN and PATRICIA DAWN NIELSEN, reached the following Settlement Agreement:

1. Petitioner shall pay to Respondents, TAYLOR NIELSEN and PATRICIA DAWN NIELSEN, the sum of **One Hundred Ten Thousand and No/100 Dollars (\$110,000.00)** in full settlement of all of their claims for compensation from Petitioner, including statutory interest, but excluding attorneys' fees, attorneys' costs, and expert fees and costs.
2. Petitioner is entitled to a credit in the amount of **Seventy-Three Thousand Eight Hundred and No/100 Dollars (\$73,800.00)** that was previously deposited in this case by Petitioner and disbursed for the benefit of Respondents.
3. Petitioner shall pay Respondents the balance of **Thirty-Six Thousand Two Hundred and No/100 Dollars (\$36,200.00)** due from Petitioner within thirty (30) days of the actual date of receipt by Petitioner's counsel of a conformed copy of the Stipulated Final Judgment pertaining to Parcels 13022-PE & 13022-TCE.

4. This settlement agreement and the resulting proposed Stipulated Final Judgment are based on Petitioner implementing Petitioner's construction plans and specifications, attached hereto as composite *Exhibit "P"*, and supplemented by paragraphs numbered 1 thru 7 in the attached addendum, as said plans so supplemented relate to Parcels 13022-PE & 13022-TCE and their remainders. Accordingly, if the project is not so implemented, Respondents shall have the same remedies as would have been afforded to them had the case been resolved by verdict with said plans and specifications so supplemented having been made a part of the record at trial. *Central & Southern Florida Flood Control District v. Wye River Farms, Inc.*, 297 So.2d 323 (Fla. 4th DCA 1974); *cert. denied* 310 So.2d 745 (Fla. 1975).

5. Petitioner shall provide suitable and reasonable access to Respondents and their successors' remainder site during the implementation of the project.

6. An addendum is attached to this Agreement.

7. This Agreement and addendum, contain all of the agreements between Petitioner and Respondents, and every part of every agreement except for the agreements between Petitioner and Respondents relating to attorneys' fees, attorneys' costs, and expert fees and costs.

8. The Court will retain jurisdiction herein to enforce the terms set forth in the Stipulated Final Judgment referenced in paragraph 9 and as to the matter of Respondents' attorneys' fees, attorneys' costs, and expert fees and costs.

9. To formally resolve this matter, Petitioner will present this settlement agreement to its Board in late January 2026. If the Board approves this settlement agreement, Counsel for Petitioner and Respondents shall jointly submit to the Court for signature a mutually approved proposed Stipulated Final Judgment as soon as practical hereafter, and in any event within 20 days of the date of approval by the Petitioner's Board. This proposed Stipulated Final Judgment shall incorporate,

include and set forth all provisions of this agreement except this final paragraph. If either party fails to join in the submittal of this proposed Stipulated Final Judgment to the court within this time period, the other party may request the court to enter a Final Judgment incorporating, including, and setting forth these provisions, which shall not be objected to.

DATED this 24<sup>th</sup> day of November, 2025.



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eperez@petersonmyers.com  
Peterson & Myers, P.A.  
P.O. Box 24628  
Lakeland, FL 33802  
Telephone: (863) 683-6511  
Facsimile: (863) 682-8031  
Attorney for Petitioner

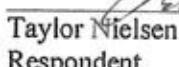


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Joe W. Fixel, Esquire  
Florida Bar No. 192026  
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FIXEL LAW FIRM, PLLC  
211 S. Gadsden Street  
Tallahassee, FL 32301  
Telephone: (850) 681-1800  
Facsimile: (850) 681-9017  
Attorneys for Respondents

RE  
183



Name Printed: ERIC DEMARS  
For Polk Regional Water Cooperative



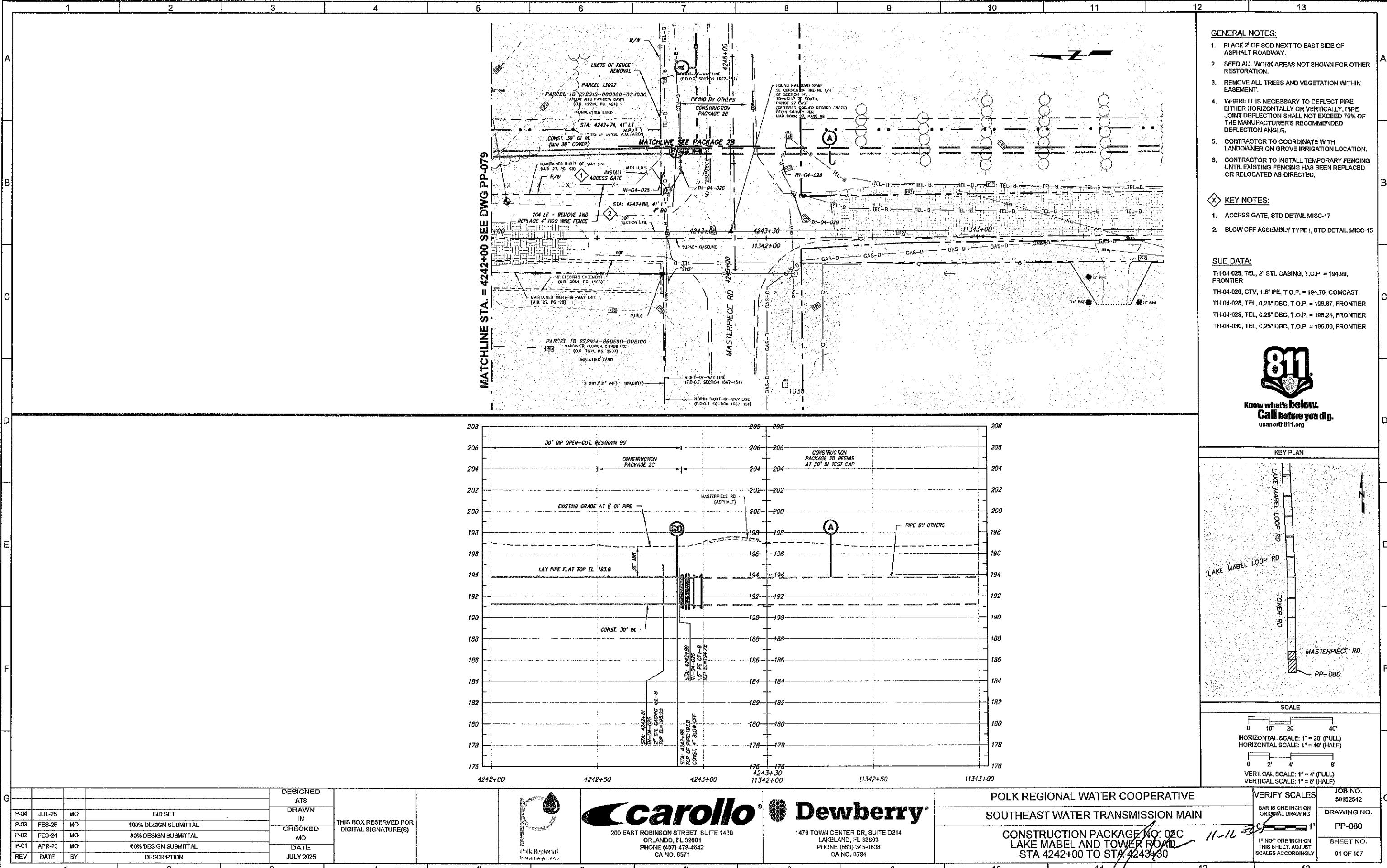
Taylor Nielsen  
Respondent



Patricia Dawn Nielsen  
Respondent







## **ADDENDUM TO MEDIATED SETTLEMENT AGREEMENT OF Taylor & Patricia Dawn Nielsen - Parcels 13022-PE & 13022-TCE**

1. Before Petitioner removes the existing fence and before Petitioner begins clearing the easement area, a temporary fence of equal or greater quality, height and material to that of the existing fence along Tower Road shall be installed by Polk Regional Water Cooperative (“PRWC”) along the entirety of the eastern boundary of Parcel 13022-TCE, which shall fully connect to the existing east/west segments of fence along the subject property’s northern and southern boundaries.
2. The PRWC will construct a permanent fence of equal quality, height and material to that of the fence along Tower Road that existed prior to the taking of Parcels 13022 (PE/TCE). This permanent fencing shall be installed along the entirety of the southern, western and northern boundaries of Parcel 13022-PE and the northern and southern boundaries of Parcel 13022-TCE, which shall fully connect to the existing fence along the subject property’s northern and southern boundaries. The permanent fence shall be installed prior to the removal of any temporary fencing. To the extent that this fencing or any other fencing needs to be replaced and/or reconstructed in the future, PRWC will allow such replacement fencing to be constructed on Parcel 13022-PE.
3. The PRWC will allow public or private utilities to cross above or below Parcel 13022-PE.
4. The PRWC will allow the construction of a paved and/or unpaved driveway to cross Parcel 13022-PE in a perpendicular fashion as long as construction of the same maintains a minimum cover of 36 inches above the top of the pipe.
5. The PRWC will allow the grazing of animals (e.g., cows, horses, etc.) within Parcel 13022-PE.

## **ADDENDUM TO MEDIATED SETTLEMENT AGREEMENT OF Taylor & Patricia Dawn Nielsen - Parcels 13022-PE & 13022-TCE**

6. The vertical clearance between any future utilities and the watermain to be constructed within Parcel 13022-PE will be in accordance with Chapter 62-555 of the Florida Administrative Code.
7. Prior to the entry of the Final Judgment, the Stipulated Order of Taking shall be amended to include the Permanent Easement term sheet attached as Exhibit A to this addendum and the Temporary Construction Easement term sheet attached as Exhibit B to this addendum. These easement term sheets, as supplemented by the terms of the Final Judgment, shall define PRWC's rights in the easement areas.

Return to:  
AAG, LLC  
Attn:  
711 N Sherrill St Suite B  
Tampa, FL 33609

Project Name: Polk Regional Water Cooperative  
Southeast Wellfield Project  
Parcel No.: -PE  
Parcel ID No.:

### PERMANENT EASEMENT

THIS GRANT OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, Grantor, and Polk Regional Water Cooperative, an independent special district of the State of Florida, 330 W. Church Street, PO Box 9005, Drawer CA01, Bartow FL 33831, its successors and assigns, Grantee an Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED  
(the "Easement Area")

The nature, terms and duration of the nonexclusive permanent easement (the "Easement") which the Polk Regional Water Cooperative ("PRWC") acquires from the property owners/interest holders ("Owner") of the real property shown and described on Exhibit "A" are:

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the exclusive and perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the Easement Area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or a near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or cause to

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be removed, relocated or replaced from the Easement Area before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired Easement rights, PRWC will restore the surface of all disturbed areas within the Easement Area to its original contour and condition, as near as is reasonably practicable.

3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by the Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement Area by Owner.
4. Owner shall not have the right to grant other easements to other parties without the prior written consent of the PRWC. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement Area, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

*This space intentionally left blank; signature pages to follow*

Return to:  
AAG, LLC  
Attn:  
711 N Sherrill St Suite B  
Tampa, FL 33609

Project Name: Polk Regional Water Cooperative  
Southeast Wellfield Project  
Parcel No.: -PE and/or -ICE,  
Parcel ID No.: (Polk Property Appraiser ID)

### **TEMPORARY CONSTRUCTION EASEMENT**

THIS GRANT OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between \_\_\_\_\_ whose address is \_\_\_\_\_, Grantor, and Polk Regional Water Cooperative, an independent special district of the State of Florida, 330 W. Church Street, PO Box 9005, Drawer CA01, Bartow FL 33831, its successors and assigns, Grantee an Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:..

SEE EXHIBIT "A" and / or "B" ATTACHED  
(the "Easement Area")

1. The Easement interests and rights acquired by the Grantee are the right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the Grantee's Southeast Wellfield Project.
2. After construction is complete, the lands of the Grantor shall be restored to the same, or as good as, condition as existed before construction began.
3. Within a reasonable time after construction is complete, paving, grassed areas and other improvements will be replaced by the Grantee.
4. The rights granted herein shall expire upon completion of construction within the Easement Area or sixty (60) months from the date this Easement is established, whichever occurs sooner.

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA

THE POLK REGIONAL WATER  
COOPERATIVE,

Petitioner,

CASE NO. 2025-002795-CA

vs.

PARCEL NOS: 13022-PE & 13022-TCE

PHILLIP ANDREW WEBB, et al.,

Respondents.

/

**MEDIATED SETTLEMENT AGREEMENT  
FOR ATTORNEY & EXPERT FEES & COSTS DUE FROM PETITIONER  
REGARDING TAYLOR NIELSEN AND PATRICIA DAWN NIELSEN**

At a mediation conference held on Monday, November 24, 2025, Petitioner, Polk Regional Water Cooperative (“PRWC”), and Respondents, TAYLOR NIELSEN and PATRICIA DAWN NIELSEN, reached the following Settlement Agreement:

1. ATTORNEYS' FEES:

- a.  have not been resolved
- b.  have been resolved and PRWC will pay to **Fixel Law Firm, PLLC** the sum of **Twenty-Seven Thousand and No/100 Dollars (\$27,000.00)** in full settlement of all attorneys' fees due from PRWC for legal services provided to and for Respondents.

2. ATTORNEYS' COSTS:

- a.  have not been resolved
- b.  have been resolved and PRWC will pay to **Fixel Law Firm, PLLC** the sum of **Zero and No/100 Dollars (\$0.00)** in full settlement of all attorneys' costs incurred during the representation of Respondents due from PRWC for legal services provided to and for Respondents.

3. **REAL ESTATE APPRAISAL SERVICES FEES AND COSTS:**

- have not been resolved
- have been resolved and PRWC will pay to **Calhoun, Collister & Parham, Inc.** the sum of **Seventeen Thousand Five Hundred Eleven and 70/100 Dollars** (\$17,511.70) full settlement of all fees and costs due from PRWC for real estate appraisal services provided to and for Respondents.

4. **ENGINEERING SERVICES FEES AND COSTS:**

- have not been resolved
- have been resolved and PRWC will pay to **Professional Engineering Resources, Inc.** the sum of **One Thousand Nine Hundred Four and 77/100 Dollars** (\$1,904.77) in full settlement of all fees and costs due from PRWC for engineering services provided to and for Respondents.

5. **SITE ANALYSIS SERVICES FEES AND COSTS:**

- have not been resolved
- have been resolved and PRWC will pay to **Rahenkamp Design Group, Inc.** the sum of **Ten Thousand Six Hundred Sixty-Seven and 33/100 Dollars** (\$10,667.33) in full settlement of all fees and costs due from PRWC for site analysis services provided to and for Respondents.

6. In the event any portion of attorneys' fees, attorneys' costs, and expert fees and costs incurred on behalf of TAYLOR NIELSEN and PATRICIA DAWN NIELSEN are unresolved, the Circuit Court has jurisdiction to resolve those matters.

7. This Agreement contains all of the agreements between Petitioner and Respondents relating to attorneys' fees, attorneys' costs, and expert fees and costs, and every part of every agreement regarding those fees and costs due from Petitioner to Respondents.

8. To formally resolve this matter, Petitioner will present this settlement agreement to its Board in late January 2026. If the Board approves this settlement agreement, Counsel for Petitioner and Respondents shall jointly submit to the Court for signature a mutually approved proposed Stipulated Final Judgment as soon as practical hereafter, and in any event within 20 days of the date of approval by the Petitioner's Board. This proposed Stipulated Final Judgment shall incorporate, include and set forth all provisions of this agreement except this final paragraph. If either party fails to join in the submittal of this proposed Stipulated Final Judgment to the court within this time period, the other party may ask the court to enter an order incorporating, including, and setting forth these provisions, which shall not be objected to.

DATED this 24<sup>th</sup> day of November, 2025.

Deborah A. Ruster

Deborah A. Ruster, Esquire  
Florida Bar No. 327581  
druster@petersonmyers.com  
eperez@petersonmyers.com  
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P.O. Box 24628  
Lakeland, FL 33802  
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FIXEL LAW FIRM, PLLC  
211 S. Gadsden Street  
Tallahassee, FL 32301  
Telephone: (850) 681-1800  
Facsimile: (850) 681-9017  
Attorneys for Respondents

EDH

Name Printed: ED HANCOCK  
For Polk Regional Water Cooperative  
MED-79517-01-1011-17-130221532

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Agenda Item H.7.

1/28/2026

**SUBJECT**

Approve the Mediated Settlement with Ann Combee and Timothy Irby for PRWC Parcel Numbers 10006 and 10010 Permanent and Temporary Construction Easements (Action)

**DESCRIPTION**

Following a mediation session between the PRWC and the Attorney representing Ann Combee and Timothy Irby, the PRWC reached a monetary settlement regarding the easements (10006 and 10010 PE and TCE) needed for the PRWC transmission main on the property (Exhibit A).

Pursuant to the negotiated terms, the property owners will receive \$400,000 for permanent easements (1.617 acres) and temporary construction easements (0.404 acres) over the two parcels. The PRWC appraisal amount for the permanent and temporary construction easements was \$127,250. The property owners (through their attorney) initially countered at \$794,880. After a series of cost exchanges during the mediation session, a settlement was reached at \$400,000, which is \$272,750 above the appraised value. The increase in the amount of compensation provided to the property owners above the appraised value is considered reasonable and appropriate for land that can become future residential development.

The PRWC negotiated owner expert fee invoices in the amount of \$60,000. Statutory attorney fees were also paid in the amount of \$66,575 (below the amount provided for under Florida law). At the attorney's request, a portion of the attorney's fee were moved to the property owner and expert costs to obtain a settlement. The total cost for the easement is \$526,575.

The negotiated settlement has numerous benefits to the PRWC as outlined below:

- 1) The settlement is \$394,880 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$150,000-\$200,000 in costs;
- 3) The PRWC transmission line can remain as designed despite impacts to potential residential development in a fast-growing area of Polk County.

This settlement was negotiated and settled by The PRWC's eminent domain attorney (Policastro Law Group) with the property owner's attorney. A total of seven easements (10006 PE-A, 10006 PE-B, 10006 TCE-A, 10006 TCE-B, 10006 TCE-C, 10010 PE, 10010 TCE) were acquired from the property owner through an Order of Taking on June 19, 2025. The PRWC attorney will file the Stipulated Final Judgement upon Board approval.

## **RECOMMENDATION**

Approve the Mediated Settlement with Ann Combee and Timothy Irby for PRWC Parcel Numbers 10006 and 10010 Permanent and Temporary Construction Easements.

## **FISCAL IMPACT**

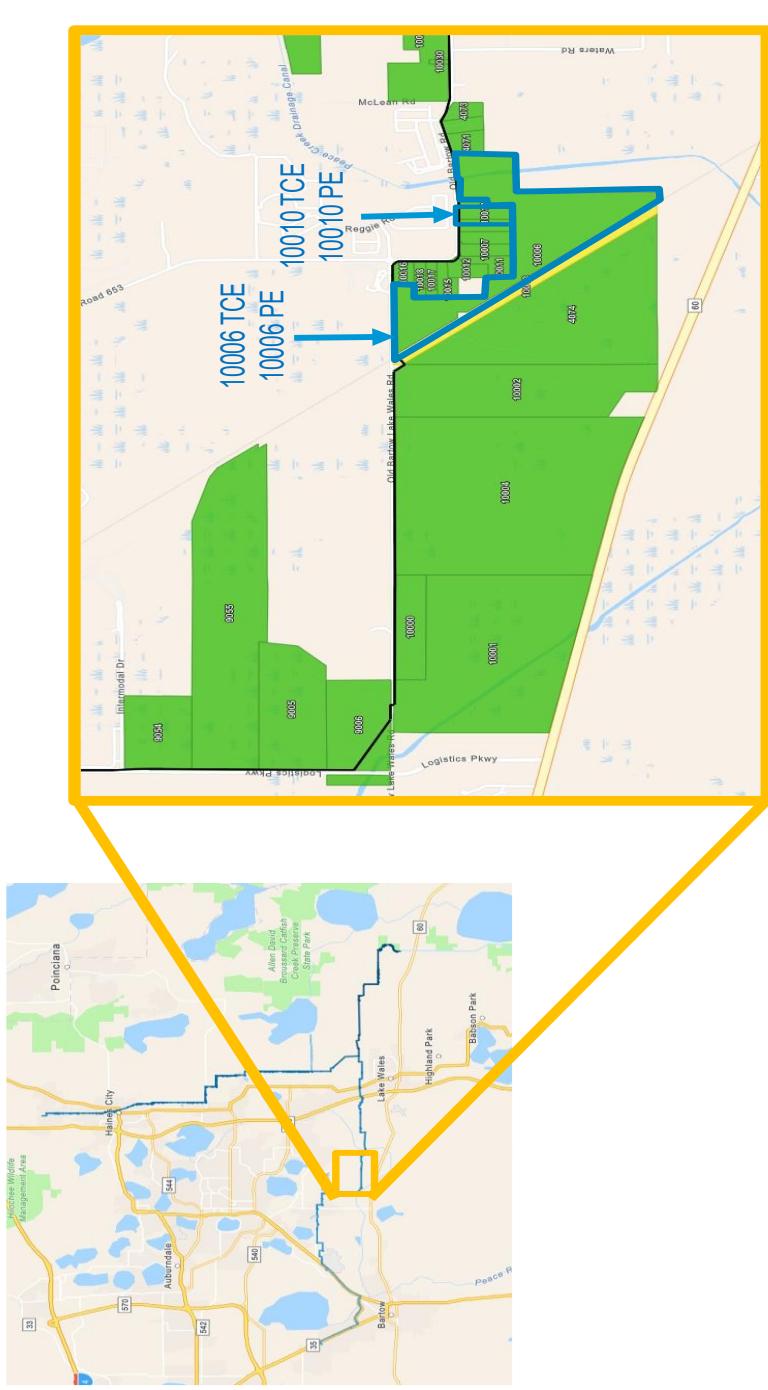
The Negotiated Settlement provides that the PRWC will pay \$526,575 (inclusive of attorney and expert fees) for PRWC Parcel Numbers 10006 and 10010 Permanent and Temporary Construction Easements. These costs are anticipated to be reimbursed through a Heartland Headwaters Protection and Sustainability Act grant. A total of \$21,229,000 is budgeted for Southeast Wellfield Transmission Main land costs.

## **CONTACT INFORMATION**

Eric DeHaven

## Parcel Locations

### Exhibit A – 10016 PE & TCE



## Exhibit A – 10016 PE & TCE



## Exhibit A – 10010 PE & TCE



# Exhibit B

**IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA  
CIVIL DIVISION**

**POLK COUNTY REGIONAL WATER  
COOPERATIVE,**

**Petitioner,**

**Case No.: 53-2025-CA-1483**

**v.**

**ANN W. COMBEE, et al.**

**Parcel Nos.: 10006/10010**

**Respondents.**

/

**MEDIATED SETTLEMENT AGREEMENT**

At a Mediation Conference conducted at the Peterson Myers offices in Lakeland, Florida on October 17, 2025, the parties reached the following Mediated Settlement Agreement:

1. Petitioner, POLK COUNTY REGIONAL WATER COOPERATIVE (Petitioner) shall pay to Respondents ANN W. COMBEE and TIMOTHY AVERY IRBY, TRUSTEE (Respondents), the total sum of \$400,000.00 in full settlement of all claims for compensation for the taking of Parcels 10006 and 10010 and any and all severance damages relating thereto.

2. In addition to the above-referenced settlement amount, Petitioner shall pay \$66,575.00 in full satisfaction of any and all attorney's fees pursuant to Florida Statute 73.092 and shall pay \$60,000.00 in full satisfaction of any and all attorney's costs and expert fees and costs pursuant to Florida Statute 73.091.

3. Petitioner will construct, at its sole expense, a five-strand barbed wire fence with 5 inch diameter wood posts on both Parcels 10006 and 10010 along the existing right of way line. Galvanized, pipe-style gates, sixteen feet in width, will be installed at the three existing

driveway locations on Parcel 10006, at the back of the respective temporary construction easement areas. The fencing in the area leading to the gates will leave a 30-foot wide opening at the existing right of way line and taper to 20-feet wide at the location of the gates. The fencing and gates will remain in place after construction. Petitioner will not be responsible for any additional fencing on these properties. Furthermore, Respondents will not be required to install any fences related to the easement.

4. Respondents, their successors and assigns, specifically retain the right to use the Parcel 10006 and 10010 easement areas for the following improvements, in addition to those improvements identified in and subject to the terms of the easement term sheets attached to the Stipulated Order of Taking entered in this matter:

- a. asphalt entrance roads and sidewalks;
- b. grading, provided that a minimum cover of 36 inches is maintained;
- c. drainage pipes; and
- d. utility crossings, subject to the separation requirements of Ch. 62-555 F.A.C.
- e. Prior to the construction of any such improvements, Respondents, their

successors or assigns shall provide plans for same to PRWC to allow for any necessary coordination.

5. PRWC agrees to install its water pipe in the permanent easement at a minimum cover depth of forty-two (42) inches allowing for future development water pipes to be constructed above Petitioner's water pipe. Horizontal and vertical separation of utility lines shall comply with Ch. 62-555 F.A.C. No more than 24 inches of fill in addition to the 42 inches of cover may be placed over PRWC's pipe;

6. Respondents, their successors or assigns must maintain a minimum cover depth of thirty-six (36) inches over PRWC's pipe at all times, including during the construction of any improvements identified in Paragraph 4, above, unless otherwise agreed by PRWC, which agreement shall not be unreasonably withheld.

7. In the event that Respondents, their successors or assigns receive a notice of violation from Polk County due to overgrown grass or other vegetation in the area of PRWC's permanent easements prior to development of the remainder property, PRWC will address the violation with Polk County so that Respondents will not be responsible to remedy said violation.

8. This settlement is subject to PRWC Board approval. Representatives of PRWC will recommend approval at the next Board meeting, scheduled for January 28, 2026.

9. Counsel for Petitioner and Respondent will jointly submit to the Court for signature a mutually approved Stipulated Final Judgment in this matter as soon as practical after Board approval. All the conditions herein shall be included in the final judgment.

10. This agreement contains all the agreements of the parties.

**POLK COUNTY  
REGIONAL COOPERATIVE**

**ANN W. COMBEE**

---

Name Printed:

Title:

---

**TIMOTHY AVERY IRBY, TRUSTEE**

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Anthony V. Policastro, Esquire  
Policastro Law Group  
1700 N. McMullen Booth Road, Suite C  
Clearwater, FL 33759

---

David W. Holloway, Esquire  
David W. Holloway, P.A.  
2925 Sanlan Ranch Drive  
Lakeland, FL 33812

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Agenda Item I.1.

1/28/2026

**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

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Agenda Item I.2.

1/28/2026

**SUBJECT**

Approve the Deferral of Final Points of Connection for the West Polk Project (Action)

**DESCRIPTION**

Section 12.1 of the July 13, 2022 Second Amended and Restated Implementation Agreement for the West Polk Project requires that the Points of Connection (POC's) and the location of meters used for the delivery of project water to the Project Participants be identified by the Cooperative no later than January 1, 2023. At the January 18, 2023, January 24, 2024, and January 15, 2025 Board of Directors meeting, the Board approved deferring the identification of the POC's until the following year.

Because the final design of the West Project is still on-going, the Cooperative has not identified the final POC's for the West Polk Project Participants. Therefore, staff request to defer the determination of final points of connection and meter locations for an additional year, or until the January 2027 Board of Directors meeting. If the final POC's are determined prior to January 2027, staff will request the Board approve those POC's when determined.

**RECOMMENDATION**

Approval to defer the determination of final points of connection for the West Polk Project until the January 2027 Board of Directors meeting.

**FISCAL IMPACT**

There is no fiscal impact associated with this item.

**CONTACT INFORMATION**

Eric DeHaven

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Agenda Item J.1.

1/28/2026

**SUBJECT**

Attorney-Client Session Between the Board of Directors and legal counsel pursuant to Section 286.011(8), F.S., pertaining to PRWC v. Tampa Bay Water and Southwest Florida Water Management District (DOAH Case No. 25-005480) - Discussion and Action, if Necessary.