
March 18, 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 January 2026 BOD Regular Meeting Minutes (Action)
 - E.2. Approve Agreements with the City of Winter Haven for PRWC Parcels 9052 and 9053 Permanent and Temporary Construction Easements for the Southeast Wellfield Transmission Main Project (Action)
 - E.3. Approve Utility and Access Easements with Polk County for the Central and East Regional Utility Service Area Receiving Stations Associated with the Southeast Wellfield Transmission Main Project (Action)
 - E.4. Approve Change Order No. 001 (Deductive) to Guaranteed Maximum Price GMP-6 with Florida Water Partners for the Southeast Wellfield Transmission Main (Action)
- F. Regular BOD Items**
 - F.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 (Action)
 - F.2. Accept the Independent Auditors Report for Fiscal Year 2025 (Action)
 - F.3. Approve the First Amendment to the Employment Agreement for the PRWC Financial Manager (Action)
 - F.4. Final 2026 Business Plan Report and Member FY2027 Budgeting Information (Information)

- F.5. Adopt Resolution 2026-02 to Approve the Extension and Amendment of the PRWC Revolving Credit Agreement with Truist Bank and its Affiliate, Truist Commercial Equity, Inc. (Action)

G. Recess Regular BOD/Commence Combined Projects BOD

- G.1. Approve Memorandum of Understanding with Mosaic Fertilizer, LLC and South Ft. Meade Partnership, L.P., LTD. Regarding Water Supply and Water Reservoir Planning and Development (Action)
- G.2. Request to Increase FDEP SRF Planning Loan DW520000 for Costs Associated with West Polk Test Production Well #3 (Action)

H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD

- H.1. Update on Southeast Wellfield Project (Information)
- H.2. Adopt Resolution 2026-02 to Approve the Extension and Amendment of the PRWC Revolving Credit Agreement with Truist Bank and its Affiliate, Truist Commercial Equity, Inc. (Action)
- H.3. Approve the Negotiated Settlement with Alcoma Properties LTD. and UPCO, Inc. for PRWC Parcels 5039, 5044, 5058, 5059, 5082, 5041, 5083-A, 5083-B, 5084, 5076, and 5078 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 Construction Manager at Risk (CMAR) Pre-Construction Services Addendum with Florida Water Partners for the West Polk Lower Floridan Aquifer Project (Action)
- I.3. Adopt Resolution 2026-02 to Approve the Extension and Amendment of the PRWC Revolving Credit Agreement with Truist Bank and its Affiliate, Truist Commercial Equity, Inc. (Action)

J. Recess West Polk BOD/Commence Regular BOD

K. Open Discussion

L. Chair / Executive Director Report

M. Adjournment

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

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

Agenda Item E.1.

3/18/2026

SUBJECT

Approve January 2026 BOD Regular Meeting Minutes (Action)

DESCRIPTION

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

- Regular PRWC BOD meeting - January 28, 2025

RECOMMENDATION

Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven



January 28, 2026
POLK REGIONAL WATER COOPERATIVE
Lake Myrtle Sport Complex

Member Governments in Attendance:

Member Government	Representative
City of Auburndale	Mayor Alex Cam
City of Bartow	Commissioner Trish Pfeiffer
City of Davenport	Commissioner Tom Fellows
City of Dundee	Commissioner Bert Goddard
City of Eagle Lake	Commissioner Steve Williams
City of Fort Meade	Commissioner James Watts (Absent)
City of Frostproof	Mayor Mike Hutto (via Teams)
City of Haines City	Mayor Morris West (Absent)
City of Lake Alfred	Mayor Mac Fuller (Absent)
Town of Lake Hamilton	Commissioner Phyllis Hall
City of Lake Wales	Commissioner Keith Thompson
City of Lakeland	Commissioner Mike Musick
City of Mulberry	Commissioner Kathy Barsotti
City of Polk City	Mayor Joe LaCasia (Absent)
City of Winter Haven	Commissioner Nathaniel Birdsong
Polk County	Commissioner Becky Troutman
PRWC	Eric DeHaven
PRWC	Ed de la Parte

A. Call To Order - 2:00 p.m. – Chairman Birdsong called the meeting to order at 2:00 p.m. Eric confirmed that a quorum was present. Mayor Mike Hutto was online via TEAMS.

B. Recognition of new primary/alternate appointees of members

Chairman Birdsong welcomed new board members, Mayor Alex Cam from Auburndale and Commissioner Musick from the City of Lakeland.

C. Agenda Revisions

Eric DeHaven mentioned there was one change to the agenda. Item E3 - Change Order No. 002 to Southeast Wellfield GMP-5 is not ready for board consideration. The contractor (Midsouth) is working with the pipe vendor to determine final pipe quantity

needed for construction package 3A and the cost associated with the pipe. This item will be brought back to the board when ready.

D. Public Comments (Limited to 3 minutes)

Lisa Reiner from Lakeland, who lives on Lakeland Blvd. came to address the concern of making sure there is potable water in the future. Lisa's concern is that a lot of Municipalities, such as Auburndale and Haines City, are letting huge developments come in and she is concerned about potable water. Lisa also expressed her concern about not getting notifications of the upcoming water rate increases in the billing. AI data centers are coming and will use potable water which will come from our drinking water supply. Also, small towns are not enforcing rules and regulations regarding water use. Lisa also mentioned that climate change is an issue.

Chairman Birdsong responded by stating that we are all here to establish Alternative Water Supply for the future well-being for all municipalities and Polk County. The members have been working on this issue for over 10 years.

E. Consent Items

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

E.2. Approve the Heartland Headwaters Act Member Agreement Amendments (Action)

Eric DeHaven mentioned there are two consent agenda items. Regarding the Heartland amendments there are four members involved, which include Polk County, Winter Haven, Frostproof, and Eagle Lake. An example amendment is included in the packet, and the request is to reflect the change in amending the time for when the contracts will end with no additional dollars. **Chairman Birdsong** asked for a motion.

*Motion to approve consent items E1-E2 in the entirety was made by **Commissioner Troutman** seconded by **Commissioner Thompson**. Motion was unanimously approved.*

F. Regular BOD Items

F.1. PRWC Boards and Member Voting (Information)

Eric DeHaven provided some background on the Polk Regional Water Cooperative and how it is organized. There are five separate board of directors that meet under the umbrella of our regular board. The regular board is comprised of 16 members, and they are the oversight of the PRWC. The Combined Projects Board consists of 15 members. All the combined project board members signed up under the combined projects implementation agreement when that was created back around 2019. There are 11 Members on the Southeast Project Board and 6 members on the West Polk Project Board. There are also project associate members with both of these Boards that are

non-voting members. The voting members on Southeast are 11 Members, West Polk has 6 members, and our final board was created just last year - the conservation Projects Board is the regular board minus frost proof and Mulberry. Each board meets as a separate entity on each of these items with Members voting on agenda items. Eric provided a chart which shows what project board each representative is on and where each member is allowed to vote.

Chairman Birdsong asked for any questions.

F.2. Draft 2026 Business Plan Review (Information)

Murray Hamilton, representing PRWC's Team One, presented the business plan results that were put together by TeamOne, the executive staff at PRWC, and with input from the members and committee members who participate both in the Funding Workgroup and the Technical Advisory Committee. As we move into finalizing the 2026 Business Plan at the March meeting, the process is going to start over again and by the July and September Boards meetings, the PRWC will formally propose its recommended budget for next year.

A summary of the overall Program costs includes the capital costs related to all programs that the PRWC covers, the combined agreement, the Southeast, the West Polk, but soft expenses included are the legal finance, administrative costs, and some of the debt service in Reserve fund. The total program costs of all the agreements are estimated to be **\$796 million**. One of the primary takeaways from this is that approximately **39%** of the total Program costs are funded with grants and other external funding sources. Last year's plan we had an estimated cost of \$807 million. We're now showing \$796 million, which is a slight decrease of \$11M.

Mr. Hamilton indicated that there has been a lot of substantive changes within that overall planning framework, and we had some plant and well costs that came in slightly higher in this year's program. There is a second Injection Well that has been added to the planning criteria, and the state appropriations came in much stronger. Loan obligations that the PRWC has been estimating are down over \$44 million for this planning cycle. He proceeded to provide additional highlights of this year's plan.

Mr. Hamilton discussed that the PRWC financial advisor and her team have put together a revised financing plan with estimated payment schedules over the life of this forecast period. Under this plan the PRWC executed amendment to the Southeast and West Polk SRF loans that resulted in lower near-term costs. The Southeast WIFIA loan has actually been reduced from \$222 M to approximately \$179M. The team is still planning to borrow \$130 million for the Southeast project through the Southeast construction loan. At this point in time, 6.5 M has been approved for principal forgiveness.

Mr. Hamilton proceeded to show several graphics that summarized the Business Plan. He indicated that for the next three years, costs are much lower compared to last year's

plan. He provided a table that shows how costs have changed for each member over the next three years and then provided charts that compared costs for each Board from the 2025 Business Plan to the 2026 plan. His final slide provided a payment/budget schedule for each member out to 2036. He pointed out that the 2027 figures are the amounts members should plan to budget for next year.

Mr. DeHaven noted the payment schedule slide and reiterated that there is a summary schedule and individual detailed schedules for each one of the members.

Mr. DeHaven then reviewed the proposed additional budget items for fiscal year 2027. The PRWC is considering adding one or two new positions, a conservation program manager to get our conservation project off the ground. He anticipates that this would be a less than full-time job. The PRWC is also considering hiring a full-time assistant project manager/owner site representative. This would be additional eyes and ears out in the field that would assist the PRWC to observe construction activities. The two positions would add a cost of about \$150K to the FY2027 budget.

He noted that at the November Board the PRWC brought several items to the Board which would require additional funds to be budgeted under the Combined Projects Budget. These include items like the Peace River Reservoir feasibility project with Mosaic and beginning a five-year cycle of Regional Water Supply Planning. The total amount estimated for these needs is about \$1 M.

Finally, he noted the need for additional operational and maintenance budgeted funds to maintain well sites and completed pipeline segments. Currently the PRWC is anticipating about \$200,000 for operations and maintenance costs.

Chairman Birdsong asked if there were any questions. **Commissioner Troutman** asked about the positions and if they would be full-time. **Mr. DeHaven** answered likely not but will have additional information at the March meeting.

Commissioner Pfeiffer asked about future property tax discussions being held in by the legislature in Tallahassee and how that might impact the PRWC's grants from the water management district. Mr. DeHaven indicated that the District is providing significant funding and we have contracts in place with the District for those funds. There are clauses in the contracts that predicate the funding based on the District's annual approval of its budget. The funds allocated to the PRWC are largely from District reserve funds that have already been collected by the District. **Mr. DeHaven** asked Jennette Seachrist with the water management district to assist in answering the question.

Jennette Seachrist, the Resource Management Division Director at the Southwest Florida Water Management District, could not comment on any pending legislation but agreed with **Mr. DeHaven** that the district has prioritized **\$296M** alternative water supply funding for the PRWC. We have also been able to secure about **\$50M** in state

alternative water supply funding for the PRWC. She indicated the PRWC is a priority project by the District's Board.

G. Recess Regular BOD/Commence Combined Projects BOD

G.1. Alafia River Water Supply Project Additional Funding for Legal Challenge (Action)

Eric DeHaven stated that there is an attorney-client session scheduled for the end of the meeting to talk in detail about where the PRWC stands with our legal challenge to Tampa Bay Water and the SW Water Management District. This item is asking for additional funds to continue the legal challenge with Tampa Bay Water. As background, PRWC is looking at the Alafia River as a source of water for the future. It is listed in the Regional Water Supply plan by the District and by the CFWI as a potential source. Tampa Bay Water has an existing permit to pump 10% of the 19% water that is available from the Alafia for public supply. Tampa submitted a permit modification to pump the remaining 9% of the river flow, so the PRWC challenged the permit modification because of a potential project that could provide 15 MGD to the PRWC. The PRWC would be able to withdraw water out of the river on 80% of those days in a given year. With this modification, the yield drops to under 5 MGD and we would only be able to take water off the river 17% of the time.

The PRWC submitted a water use permit on June 18th of last year and we are continuing to go through the evaluation of that permit with the Water Management District. The PRWC also filed an administrative challenge on September 30th. We have hearing dates set for March 4th through 11th, 2026. Discovery and depositions are ongoing.

The PRWC is in good standing with the permit challenge; however, additional funds are needed for the legal challenge. The board approved \$204,820 in July of 2025. The PRWC has spent about \$175,000 of that amount through the end of last year. The PRWC projects that \$226,000 in additional funding will be needed through the entry of a final order which will take place after March 11th. That would bring the PRWC total litigation budget up to \$430,820. **Mr. DeHaven** indicated that if the issue is settled, not all these funds would be spent.

Mr. DeHaven provided a table of costs to each member for the additional funds. If this item is approved the PRWC will invoice members by the end of FY2026.

Chairman Birdsong asked if there were any questions. **Commissioner Pfeiffer** asked if the table on the screen was in the Board packet and Mr. DeHaven indicated it was on page 61.

Motion to 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 the

*costs of this work was made by **Commissioner Goddard** seconded by **Commissioner Troutman**. Motion was unanimously approved.*

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)

Eric DeHaven mentioned the PRWC would like to elevate the Alafia River Water Supply Project to an approved project under the Combined Projects Implementation Agreement which would place it on the same level as the Peace Creek, Peace River, Southeast LFA Wellfield and West Polk LFA Wellfield projects. This essentially means the project is deemed ready for potential implementation and requires the PRWC to amend the implementation agreement.

Mr. de la Parte added that the demand projections show that after the two wellfields are fully developed that additional alternative water supply is going to be needed after 2040. That supply could be locally developed water or AWS water developed by the PRWC. Therefore, it is important that the Alafia River be placed on the same level as the Peace River project, which was added to the implementation agreement in 2019. **Mr. de la Parte** noted that it takes considerable time to bring these projects online, so it is important to add the Alafia Project now.

Mr. de la Parte mentioned we will talk about this later in a private session, but there is a possibility of a settlement. Depending on how the settlement turns out there also could be an additional project added or substituted for one of these projects. It is important to have a placeholder in both the combined projects agreement and elevating this to an approved project.

Chairman Birdsong asked if there were any questions. **Commissioner Fellows** stated he is concerned that if we elevate this project or get the outcome of the litigation we are seeking are we just spinning our wheels and wasting time because the project is not feasible. **Mr. DeHaven** noted we are not asking for feasibility funds at this time. He mentioned we could always transition that to a project which might emerge as a part of the settlement agreement that we have with Tampa Bay Water and the water management district.

Mayor Birdsong stated **Mayor Hutto** can vote online but cannot be counted for the quorum requirements. **Mr. de la Parte** mentioned that this is the Combined Projects Board and only members on that Board can vote.

*Motion to approve the Designation of the Alafia River Water Supply Project and approve the Second Amendment to the Combined Projects Implementation Agreement adding the Alafia River Water Supply Project was made by **Commissioner Camm** seconded by **Commissioner Troutman**. Motion was unanimously approved.*

Chairman Birdsong closed the Regular Board of Directors meeting and turned the meeting over to Southeast BOD **Chairman Pfeiffer**.

H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD

Chairman Pfeiffer began the meeting by requesting roll-call votes for action items on the Southeast agenda. She asked that you state your name when making a motion or second.

H.1. Update on Southeast Wellfield Project (Information)

Mark Addison provided an update on the SE Wellfield project. He began with design tasks and noted it is wrapping up overall. The water production facility and the finished water transmission pipeline have been complete for some time. Design of the PRWC meter stations and two transmission system booster pump stations is essentially complete with bidding anticipated early March. Ongoing pipeline design refinements are in progress for the Polk County NE and Haines City receiving Facilities.

Mr. Addison then reviewed the status of the Guaranteed Maximum Price (GMP) packages. GMP's 1-5 were previously approved by the board. GMP 6, which consists of construction package 2C and the Dundee area and 3B in the Haines City area, is on today's board agenda. GMP 7 will consist of the PRWC meter stations and two booster pump stations which will be bid in early March. He noted there is a future GMP planned in mid-2027 to address final testing and commissioning of the transmission system.

Well construction in the Walk and Water corridor is making satisfactory progress. At SE well site 9 the UFA supply well and 30-inch surface casing are complete, and drilling of the pilot hole is underway. Completion of Well 9 is anticipated in June of this year. Construction is completed at SE well sites 10 and 11 with site restoration occurring. SE well site 14 was acquired in December and a notice to proceed was subsequently issued to the contractor on January 15th. Completion of this well is anticipated in July 2026.

Regarding water production facility, concrete work is in progress. Construction of the 2M gallon ground storage tank is commencing. The RO feed pump cans have been installed underground, and site fill balancing is basically complete, including construction of the storm water and reject ponds. Construction of the onsite potable water loop is ongoing. The master schedule continues to show substantial completion in the fall of 2028. **Mr. Addison** provided a video and pictures of site construction.

He then provided an overview of the main transmission construction. GMP-1 construction is complete and GMP-2 is 25% complete. GMP-4 is fully in construction with Package 4A ahead of schedule at 75% complete. GMP-5 has notices to proceed issued and will be in construction later this month. Pictures of pipeline construction were provided.

On land acquisition, the PRWC has made offers on all affected parcels as of November 2025. Land acquisition is a critical path for the transmission system. We have temporary or permanent easements needed for over 300 parcels across 10 design segments. Settlements have been reached on **264** parcels totaling nearly **\$12 million**.

The PRWC has all the permits for the water production facility and is working on getting the final site plan approvals for two of the well sites. On the transmission system, the PRWC has permits in hand for most of the construction packages.

Chairman Pfeiffer asked if there were any questions. **Mr. DeHaven** noted the handout on easement costs was available and he would be happy to answer any questions from the Board regarding easement cost approvals.

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

Mark Addison indicated that construction packages 2C and 3B are the two final major transmission packages for transmission system construction. Package 2C is in the Dundee and Lake Hamilton area and Package 3B is in Haines City and Davenport area. Construction package 2C includes about 33,700 feet of 30-inch ductile iron pipe and 4,100' of 30" HDPE pipe. Bids were received on December 2, 2025, with Amici as the low bidder at just under \$15.6 million. Six other bidders submitted, with pricing ranging from about \$16.3M to \$21.5M. Florida Water Partners recommended award to Amici.

Package 3B includes about 4,000 feet of 30-inch ductile iron pipe, 6,350 feet of 24" PVC pipe, and 6,300 feet of 30" and 24" HDPE pipe. This segment facilitates connections to Davenport, Polk County Northeast, and Haines City receiving facilities. Five bids on package 3B were received on December 2, 2025, with RCS the lowest bidder at about \$7.9 million. After review of the submitted bids, the Florida Water Partners recommended that RCS be disqualified due to a lack of relevant experience and documented OSHA violations specifically for trench safety. They also did not submit all the required documentation, including licenses for qualified underground contractors. As a result, Florida Water Partners recommended award of package 3B to Midsouth at a bid price of just under \$8.3 million. GMP 6 includes language that allows the board to consider the approval of a change order in the future to address the change in the county northeast.

In summary, the base bid price was \$26,643,892 including contingency amounts. Including other CMAR related costs brings the GMP-6 total cost to \$32,297,597. Construction will start on this package in the spring of 2026 and be complete in early 2028. Mr. Addison concluded by providing information on overall cost trends and noted the transmission main was about \$55M under the contractors 90% construction estimate.

Chairman Pfeiffer asked if there were any questions. She then asked for a roll call vote.

*Motion to approve the Guaranteed Maximum (GMP-6) for Construction Packages 2C and 3B for the Southeast Wellfield Project made by **Commissioner Goddard** seconded by **Commissioner Birdsong**. Motion was unanimously approved.*

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)

Mr. Addison provided background information on this item. The PRWC transmission main construction performed under Package 6 includes pipeline into the CR 540A Booster Pump Station. Concurrently, Lakeland is extending a water main South on US 98 to connect to the CR 540A booster pump station. Since both mains intersect on the West side of US 98 prior to reaching the booster pump station, it is advantageous to construct both lines in parallel utilizing water transmission easements acquired by the PRWC and the PRWC contractor. This agreement addresses the construction of parallel mains and sharing of the costs between the PRWC and the City of Lakeland.

Under the agreement, Lakeland's share is a little over \$243,000, while PRWC share is about \$206,000. This agreement has already been approved by the Lakeland City Commission back in early December.

Mr. Addison provided a map that shows the area of the shared construction.

Chairman Pfeiffer asked for questions.

*Motion to approve the cost share agreement between PRWC and the City of Lakeland was made by **Commissioner Birdsong** seconded by **Commissioner Cam**. Motion was unanimously approved.*

H.4. Approve Interlocal Agreement Between the PRWC, City of Bartow and Bartow Municipal Airport Development Authority (Action)

Chairman Pfeiffer mentioned that this agreement is between the PRWC, Bartow, and Bartow Airport Authority to construct the transmission line on a property controlled by Bartow and the airport authority. Bartow has approved the agreement.

Eric DeHaven discussed 9 parcels that the PRWC has identified on this property for transmission main easements. He noted that they are owned and controlled by Bartow and the Municipal Airport. This property is subject to regulation under the War Assets Administration as well as the Federal Aviation Authority. The Bartow Airport facility was World War II facility, and it has some issues from that time tied to land ownership and the granting of easements.

Given the land ownership issues, the PRWC and Bartow decided that a license agreement is the best mechanism for construction and operation of the transmission line. The license agreement would be between the PRWC, Bartow, and the Bartow Municipal Airport Development Authority.

Chairman Pfeiffer requested any questions from the Board.

*Motion to approve Interlocal Agreement between the PRWC, City of Bartow Municipal Airport Authority Development Authority was made by **Commissioner Birdsong** seconded by **Commissioner Troutman**. Motion was unanimously approved.*

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)

Mary Thomas indicated that this item is a result of changes in the location where Haines City and Davenport are receiving PRWC water and identifying points of connection are a requirement of the Implementation Agreement. The points of connection are those locations where each of the individual members will receive water from the Southeast facility. Over the years, a handful of amendments have been made to the resolution due to relocations of the points of connection. Points of connections are identified by the members and discussed through the Technical Advisory Committee.

For this particular item, the point of connection is the Haines City relocation which will involve an update to the Southeast Transmission main. There are a number of evaluations that need to be conducted when making revisions to the transmission main. The PRWC team is looking at many factors in these evaluations such as cost, environmental impacts, and safety. The Haines City change will result in approximately 9000 additional linear feet of pipeline.

In addition, Davenport has been able to move their point of connection from the west portion of their receiving parcel to the east portion of their parcel, so it is not a change in the point of connection, but it is a significant reduction in pipeline.

This action item is to approve the location of the Haines City point of connection which will also result in approximately \$3.1 million in additional pipeline costs.

Chairman Pfeiffer asked if there were any questions. **Commissioner Goddard** asked who pays for the increased cost of the new point of connection. **Ms. Thomas** indicated it is a PRWC cost shared by all the members.

*Motion to approve the revision of the final points of connection for the Southeast Wellfield Project was made by **Commissioner Fellows** seconded by **Commissioner Birdsong**. Motion was unanimously approved.*

H.6. Approve the Mediated Settlement with Taylor and Patricia Neilsen for PRWC Parcel Number 13022 Permanent and Temporary Construction Easements (Action)

Eric DeHaven provided an overview of the easement location and provided several pictures of the property locations. He noted the parcel now has a home on the property surrounded by a vegetative buffer.

The Stipulated Order of Taking was approved by the court in September of 2025. On September 15th of 2025, we began negotiations with the owner on the easement cost. On November 24th of last year, we had a mediation session and reached an agreement on the monetary value with the property owner.

The PRWC appraisal amount was \$36,900. They countered it \$163,100 and a settlement was reached at \$110,000. In addition to the settlement costs, we must pay attorney fees and expert fees which brings the total easement cost to **\$167,083.80**.

The PRWC is receiving about .46 acres of easement. The settlement is about \$53,100 less than what the owner initially wanted, the PRWC transmission main design remains unchanged, and a jury trial was avoided. The PRWC attorney will file a stipulated final judgement upon Board approval.

*Motion to approve the mediated settlement with Taylor and Patricia Neilsen for PRWC Parcel Number 13022 was made by **Commissioner Troutman** seconded by **Mayor Cam**. Motion was unanimously approved.*

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)

Eric DeHaven provided a map and pictures that showed the approximate location of the parcels along Old Bartow Lake Wales Road. There are two parcels involved that are owned by Ann Combee and Timothy Irby that cover a significant area of the transmission main.

In June 2025, the PRWC obtained a stipulated order of taking. On July 21, 2025 negotiations began with the owner. On October 17, 2025, a mediation session was held with the owner and on January 20, 2026, a settlement agreement was reached. The PRWC appraisal amount was \$127,250. The owners presented a counteroffer at \$794,880 and a settlement was reached at \$400,000. Statutory attorney fees were

\$66,575, expert costs were \$60,000, and the total easement cost was \$526,575. Expert fees were reduced through negotiation.

The PRWC received easements over 2.02 acres. The settlement was \$394,880 less than the initial property owner offered. The PRWC did change the transmission design slightly to bury the pipeline deeper and a jury trial was avoided.

Chairman Pfeiffer asked for questions. **Commissioner Troutman** asked if the owner's value came from an appraisal. **Mr. DeHaven** responded yes, it is common on all of these easements for the property owner to provide their own appraisal. Additional discussion occurred regarding the appraisal process.

*Motion to approve the mediated settlement with Ann Combee and Timohy Irby for PRWC Parcel Numbers 10006 and 10010 was made by **Commissioner Cam** seconded by **Commissioner Troutman**. Motion was unanimously approved.*

Chairman Pfeiffer recessed the Southeast Wellfield Board meeting and turned the meeting over to the **Commissioner Musick** for the West Polk Board meeting.

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

Chairman Musick called to order the West Polk Board of Directors. He indicated there were two items on the agenda and asked members to state their name when making a motion.

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

Tom Mattiacci provided an overview of the project schedule, construction, and acquisition. He provided a timeline of events to occur.

He discussed the well construction status and indicated that the test production well and injection well construction is underway and on or ahead of schedule. He noted that the Test production well will be acid treated to improve production capacity.

The water production facility value engineering design is underway. Raw water pipeline design review is also underway, and the acquisition of well sites continues. To accommodate the acquisition schedule, the 60% West Polk facility design will begin in July 2026. Heartland appropriations are to be used for land and easement acquisition, and offers have been made for the raw water alignment.

Chairman Musick asked if there were any questions.

I.2. Approve the Deferral of Final Points of Connection for the West Polk Project (Action)

Eric DeHaven mentioned the West Polk West Implementation Agreement requires that we identify points of connection and meter locations. The first time we did this was in January of 2023. Final design of the West Polk project will not begin until 2027, so we

do not know where our final points connections are located but once determined through final design the POC's will be brought to the Board of Directors for approval when determined or by January 2027.

*Motion to approve deferral of final points of connection for the West Polk Project was made by **Commissioner Camm** seconded by **Chairman Pfeiffer**. Motion was unanimously approved.*

Chairman Musick adjourned the West Polk Board of Directors meeting and turned the meeting back over to Chairman Birdsong.

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

Chairman Birdsong started the Regular BOD meeting and noted the next item was an 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.

Chairman Birdsong indicated that the PRWC will now convene a private attorney-client session. Our attorneys have advised us that they desire to seek the advice of this board concerning pending litigation to which PRWC is presently a party before a court or administrative agency. Therefore, in accordance with section 286.011(8) of the Florida Statutes, we will commence a private attorney-client session.

The subject matter of this meeting will be confined to settlement negotiations and strategy sessions related to litigation expenditures in the pending case of *Polk Regional Water Cooperative v. Tampa Bay Water and Southwest Florida Water Management District*, DOAH Case No. 25-5480.

The following individuals will be attending this private session:

Chairman Nathaniel Birdsong (Winter Haven)
Becky Troutman (Secretary/Treasurer) – via conference call
Trish Pfeiffer (Bartow)
Tom Fellows (Davenport)
Bert Goddard (Dundee)
Alex Cam (Lake Alfred)
Phyllis Hall (Lake Hamilton)
Mike Musick (Lakeland)
Kathy Barsotti (Mulberry)
Keith Thompson (Lake Wales)

The session will also be attended by our Executive Director Eric DeHaven, and the following PRWC attorneys: General Counsel Ed de la Parte and Attorney Nick Porter. We

estimate that this session will last approximately 30 minutes. This entire session will be recorded by a certified court reporter. No portion of the session will be off the record. The court reporter's notes will be fully transcribed and filed with our clerk within a reasonable time after the meeting. The transcript will become part of the public record upon conclusion of the litigation.

At the conclusion of the attorney-client session, we will reconvene in open session to announce the termination of the private meeting. We will now clear the room of all individuals except for the board members, our executive director, our attorneys, and the court reporter. The attorney-client meeting will commence momentarily.

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

Following the attorney Client session **Chairman Birdsong** indicated that he was reconvening the Regular Board of Directors meeting and the attorney client session is now terminated. He asked for a motion from the Board to move forward with a mediation session with Tampa Bay Water and the Southwest Florida Water Management District.

*Motion to approve moving forward with a mediation session and accept Chairman Birdsong as the PRWC representative was made by **Commissioner Thompson** and seconded by **Commissioner Musick**. Motion was unanimously approved.*

L. Open Discussion

M. Chair / Executive Director Report

N. Adjournment

Chairman Birdsong adjourned the Board of Directors meeting.

In accordance with the American with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact the Polk County Communications Office not later than forty-eight hours prior to the proceeding. Their offices are located in the Neil Combee Administration Building, 330 West Church Street in Bartow. Telephone (863) 534-6090, TDD (863) 534-7777 or 1-800-955-8771, Voice Impaired 1-800-955-8770 via Florida Relay Service. If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Agenda Item E.2.

3/18/2026

SUBJECT

Approve Agreements with the City of Winter Haven for PRWC Parcels 9052 and 9053 Permanent and Temporary Construction Easements for the Southeast Wellfield Transmission Main Project (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 to the north along Logistics Parkway/Pollard Road extension until reaching 4th Wahneta Street East (near the City of Winter Haven Wastewater Treatment Plant 3) and then turns to the west where the two Winter Haven parcels are located (Exhibit A).

Permanent and Temporary Construction Easement agreements have been developed by the PRWC and Winter Haven (and approved by Winter Haven) to allow transmission main construction and long-term maintenance of the transmission main on the two parcels. The total area of the easements is approximately 1.2 acres over about 1300' of transmission main length. The easement agreements are attached as Exhibit B.

RECOMMENDATION

Approve Agreements with the City if Winter Haven for PRWC Parcels 9052 and 9053 Permanent and Temporary Construction Easements for the Southeast Wellfield Transmission Main Project.

FISCAL IMPACT

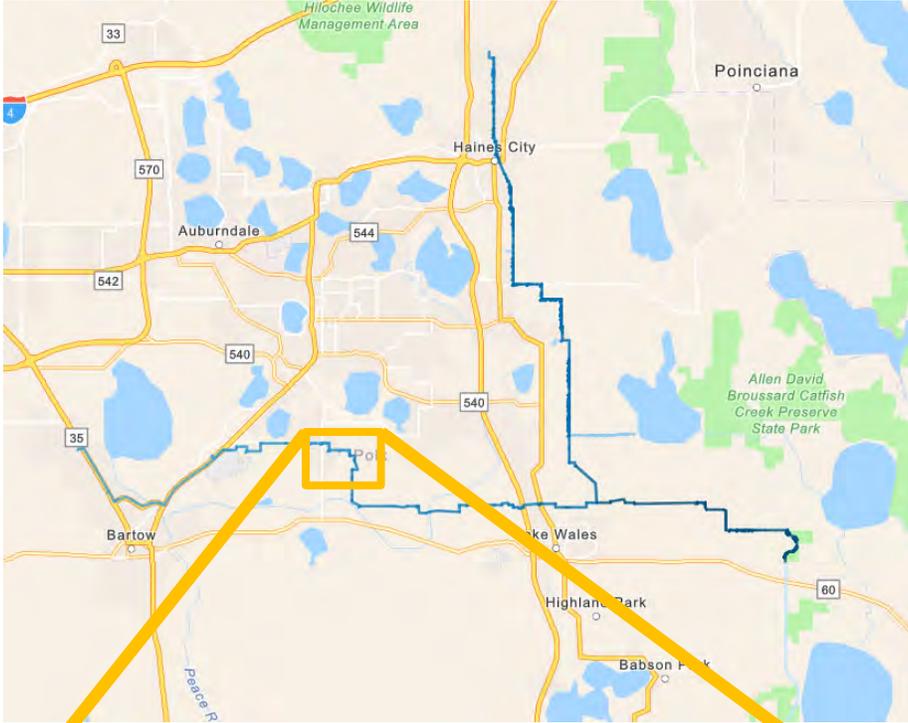
No fiscal impact.

CONTACT INFORMATION

Eric DeHaven

Exhibit A

Overall PRWC SETM Map



Parcels 9052 and 9053



Exhibit B

Temporary Construction Easement Agreement

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("TCEA") is made and entered into as of _____, 2026, by and between **City of Winter Haven**, a Florida municipal corporation ("Grantor" and/or "Owner"), whose address is: Post Office Box 2277, 451 Third Street, N.W., Winter Haven, Florida 33881, and the **Polk Regional Water Cooperative**, a non-profit, special district of the State of Florida, whose address is Post Office Box 9005, Drawer CA01, 330 West Church Street, Bartow, FL 33831-9005, its successors and assigns ("Grantee" and/or "PRWC").

WHEREAS, Grantor is the owner of that certain property described and depicted on Composite Exhibit "A" attached hereto and incorporated herein (the "Property" and/or "Temporary Easement Area"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant, a non-exclusive temporary construction easement ("Temporary Construction Easement") over and access in, upon, through, under and over the property comprising the Temporary Easement Area to Grantee.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. In consideration of the conveyance of this Temporary Construction Easement by the Grantor, the Grantee has agreed to provide the following and, in a manner, type, and location as reasonably determined acceptable to the Grantor, to wit:
 - a. The Temporary Construction Easement interests and rights acquired by PRWC are the temporary right, privilege and authority for access over the Temporary Easement Area, in conjunction with construction of water transmission lines and

such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

- b. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began at the PRWC's sole cost and expense and in a manner determined reasonably acceptable to Grantor.
- c. The rights granted herein shall expire upon completion of construction within this Temporary Easement Area or thirty-six (36) months from the date this Temporary Construction Easement is recorded, whichever occurs sooner. In addition, at Grantee's expense a Notice of Termination of this Temporary Construction Easement shall be recorded in the Public Records of Polk County, Florida by Grantor.

3. The grant of this Temporary Construction Easement in no way restricts the right and interests of the Grantor to use the Temporary Easement Area for its own purposes, including without limitation the installation of paved and unpaved driveways and roadways, curb cuts or for any other use that is not inconsistent with the rights of the Grantee, nor does the grant of this Temporary Construction Easement restrict the right of Grantor to grant other easements or make other uses of the Temporary Easement Area so long as said grants and uses are not inconsistent with the rights of the Grantee. Notwithstanding the above, none of the easement rights granted to the Grantee shall be held for the benefit of or use by individual members of the general public, but rather for the limited purposes and benefited properties referred to herein.

4. In the event that Grantor and/or Grantee is required by any Governmental Authority (as defined below) or other compelling economic or logistical circumstances to relocate the Temporary Construction Easement granted herein, the party requesting relocation shall give reasonable prior notice of the intended relocation to the other party and shall request the other party's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Upon consent being given, the other party

shall reasonably cooperate with said relocation, including, without limitation, executing and recording revised easement agreements. All costs associated with relocation shall be borne solely by the party requesting relocation, and all work performed in connection with such relocation shall be performed in a manner to minimize any disruption to the businesses located on the Property, and/or businesses located off the Property and served by the utilities maintained within the Temporary Construction Easement, or the uses then being made thereon, and shall otherwise be performed in accordance with this TCEA. The party requesting relocation shall provide the other party with copies of all prior and as-built plans, specifications and surveys related to such relocation work as may be requested by the other party.

5. Grantee covenants not to interfere with Grantor's improvements or operations within the Property, shall not cause or permit a construction lien or other lien or encumbrance arising from Grantee's activities to be placed against or upon the Property, and shall clearly notify any contractors, subcontractors, materialmen and other persons performing any work on or delivering materials to the Property on behalf of Grantee that the interest of Grantor is not subject to lien. In the event that any claim of lien, lien or encumbrance is filed against the Property arising from Grantee's activities, Grantee shall, at its sole cost, pay such lien in full or post the necessary bond or bonds and have such claim or lien removed within thirty (30) days of its filing. All work performed by Grantee in connection with the rights granted herein shall be performed in full compliance with all laws, regulations and permits issued or promulgated by applicable Governmental Authorities and applicable to the facilities to be relocated.

6. Mutual Indemnification.

(a) Grantee shall indemnify, defend, and hold the Grantor harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantor incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantor to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantee, its employees, contractors, agents, or representatives in connection with Grantee's use and/or occupancy of or presence on the Easement Area; (ii) any Environmental Costs (as defined below) to the extent caused by Grantee's activities within the Easement Area; (iii) any breach of the express terms of this Agreement by Grantee; or (iv) any injury to persons or property on the Property and Easement Area that is caused by Grantee, its employees, contractors, agents, or representatives; provided, however, that Grantee shall not indemnify Grantor for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantor.

(b) Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantee incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantee to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantor, its employees, contractors, agents, or representatives; (ii) damage to Grantee's facilities within the Easement Area caused by Grantor, its employees, contractors, agents, or representatives; (iii) any breach of the express terms of this Agreement by Grantor; or (iv) Grantor's interference with Grantee's easement rights granted herein; provided, however, that Grantor shall not indemnify Grantee for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantee.

(c) Notwithstanding the foregoing, Grantee's indemnification obligations with respect to Environmental Costs shall be limited to Environmental Costs arising from or caused by Grantee's activities within the Easement Area, and shall not extend to pre-existing environmental conditions or contamination caused by third parties that are not under the control of and/or agents of Grantee.

Grantee shall cause any third-party contractors engaged by Grantee and performing services on the Property and Temporary Easement Area, prior to performing such services, to provide insurance in favor of the Grantor in types and amounts consistent with industry standards for comparable utility construction projects and that are reasonably acceptable to Grantor, and such insurance coverage shall in no manner be limited by the liability limitations set forth above.

The above indemnity shall survive the termination of this TCEA. As used herein, the following terms have the following meanings:

A. "Environmental Costs" means any and all costs and expenditures, including any fees and expenses of attorneys and of environmental consultants or engineers incurred in connection with investigating, defending, remediating or otherwise responding to any Release of Hazardous Materials, any violation or alleged violation of Environmental Law, any fees, fines, penalties or charges associated with any Governmental Authorization, or any actions necessary to comply with any Environmental Law.

B. "Environmental Law" means any Law, Governmental Authorization or Governmental Order relating to pollution, contamination, Hazardous Materials or protection of the environment.

C. "Governmental Authorization" means any approval, consent, license, permit, waiver, registration or other authorization issued, granted, given, made available or otherwise required by any Governmental Entity or pursuant to Law.

D. "Governmental Authority" means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

E. "Governmental Order" means any judgment, injunction, writ, order, ruling, award or decree by any Governmental Entity or arbitrator.

F. "Hazardous Materials" means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed by any Law relating to such substance or otherwise relating to the environment of human health or safety, including any waste, material, substance, pollutant or contaminant that might cause any injury to human health or safety or to the environment or might subject the owner of the Property and Temporary Easement Area to any Environmental Costs or liability under any Environmental Law.

G. "Law" means any constitution, law, statute, regulation, ordinance, principle of common law or treaty of any Governmental Authority.

H. "Regulatory Action" means any Litigation brought or instigated by any Governmental Entity in connection with any Environmental Costs, Release of Hazardous Materials, or any Environmental Law.

I. "Litigation" means any claim, action, arbitration, hearing, investigation, proceeding, litigation or suit (whether civil, criminal or administrative, and whether investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

J. "Release" means the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, whether intentional or unintentional, of any Hazardous Material.

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.

7. This TCEA and the rights and obligations of the parties hereto shall be binding upon the parties and their respective successors and permitted assigns.

8. In the event of a breach of this TCEA by either party, the other party shall have rights of enforcement and damages then available at law or in equity, including, without limitation, the right to an injunction against such breach by a court of competent jurisdiction and/or specific enforcement. In the event of any dispute between the parties hereto, or their successors and permitted assigns, regarding the enforcement of any provisions of this TCEA, or any right of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred in connection with said litigation, whether incurred in trial or on appeal.

9. Assignment. The Grantee may not assign its rights and interests under this TCEA without the prior written consent of Grantor which may be reasonably conditioned, delayed and/or withheld.

10. This TCEA shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. Grantor and Grantee agree that the proper venue with respect

to any litigation in connection with this TCEA shall be a Court of competent jurisdiction located in Polk County, Florida.

11. Should any portion of this TCEA be declared invalid or unenforceable, then that portion shall be deemed to be severed from this TCEA and shall not affect the remainder of this TCEA, unless the portion is so material that its severance from this TCEA would alter the intent and purpose of this TCEA.

IN WITNESS WHEREOF, the Grantor has caused this TCEA to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 23rd day of February, 2026.

By: City of Winter Haven, Florida,
a Florida Municipal Corporation

ATTEST WITH SEAL:

By Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

By William B. Yates
William Brian Yates, Mayor

Approved as to correctness and form:

By Frederick J. Murphy, Jr. 2-23-26
Frederick J. Murphy, Jr., City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, William Brian Yates, as Mayor of the City of Winter Haven, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of February, 2026.

My Commission Expires:
November 4, 2027

Latonya Harris
Notary Public in the State of Florida, at large.
(Affix Notary Seal)



IN WITNESS WHEREOF, the Grantee has caused this TCEA to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2026.

By: Polk Regional Water Cooperative,
a non-profit, special district of the State
of Florida

By: _____
Print Name: _____
Its: _____

WITNESSES:

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of
 physical presence or online notarization, _____ as _____ of the Polk
Regional Water Cooperative, who is personally known to me or who produced a
driver's license as identification, and who executed the foregoing instrument, and
acknowledged to and before me that he executed said instrument for the purposes therein
expressed.

WITNESS my hand and official seal this _____ day of _____, 2026.

My Commission Expires:

Notary Public in the State of Florida, at large.
(Affix Notary Seal)

COMPOSITE EXHIBIT "A"

DESCRIPTION
9053-TCE

DESCRIPTION:

A parcel of land being a portion of Lot 207, of the plat of WAHNETA FARMS, as recorded in Plat Book 1, Pages 82 through 83 and described in Official Records Book 5054 Pages 881 through 882, both of the Public Records of Polk County, Florida, located in Section 21, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 21 also being the Northeast corner of said Lot 207 according to said Official records Book 5054, Pages 881 through 882; thence South 89°18'14" West, along the North line of said Northeast 1/4 also being the South line of 4th Street East according to Official Records Book 5054, Pages 881 through 882, a distance of 450.00 feet to the West line of the East 450.00 feet of said Lot 207; thence South 00°28'17" East, along said West line, 25.00 feet to the intersection with the South right-of-way of 4th Street East as described in Official Records Book 478, Pages 365 through 366, Public Records of Polk County, Florida; thence continue South 00°28'17" East, along said West line, 35.00 feet to the POINT OF BEGINNING; thence North 89°18'14" East, 189.14 feet; thence South 00°41'46" East, 30.00 feet; thence South 89°18'14" West, 44.00 feet; thence North 00°41'46" West, 30.00 feet; thence North 89°18'14" East, 191.86 feet to the West line of a 25.00 foot platted right-of-way as depicted on said plat of WAHNETA FARMS; thence South 00°28'17" East, along said West line, 20.00 feet; thence South 89°18'14" West, 181.78 feet; thence South 00°41'46" East, 20.00 feet; thence South 89°18'14" West, 64.00 feet; thence North 00°41'46" West, 20.00 feet; thence South 89°18'14" West, 179.21 feet to said West line of the East 450.00 feet of Lot 207; thence North 00°28'17" West, along said West line, 20.00 feet to the POINT OF BEGINNING. Said parcel containing 8,458.52 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2025.05.14
11:21:19 -04'00'

JEFFREY P. AMMERMANN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262	CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	9053-TCE-A
FIELD BOOK: — PAGE: —	SHEET NO. 7-01
DATE: 05/14/2025	

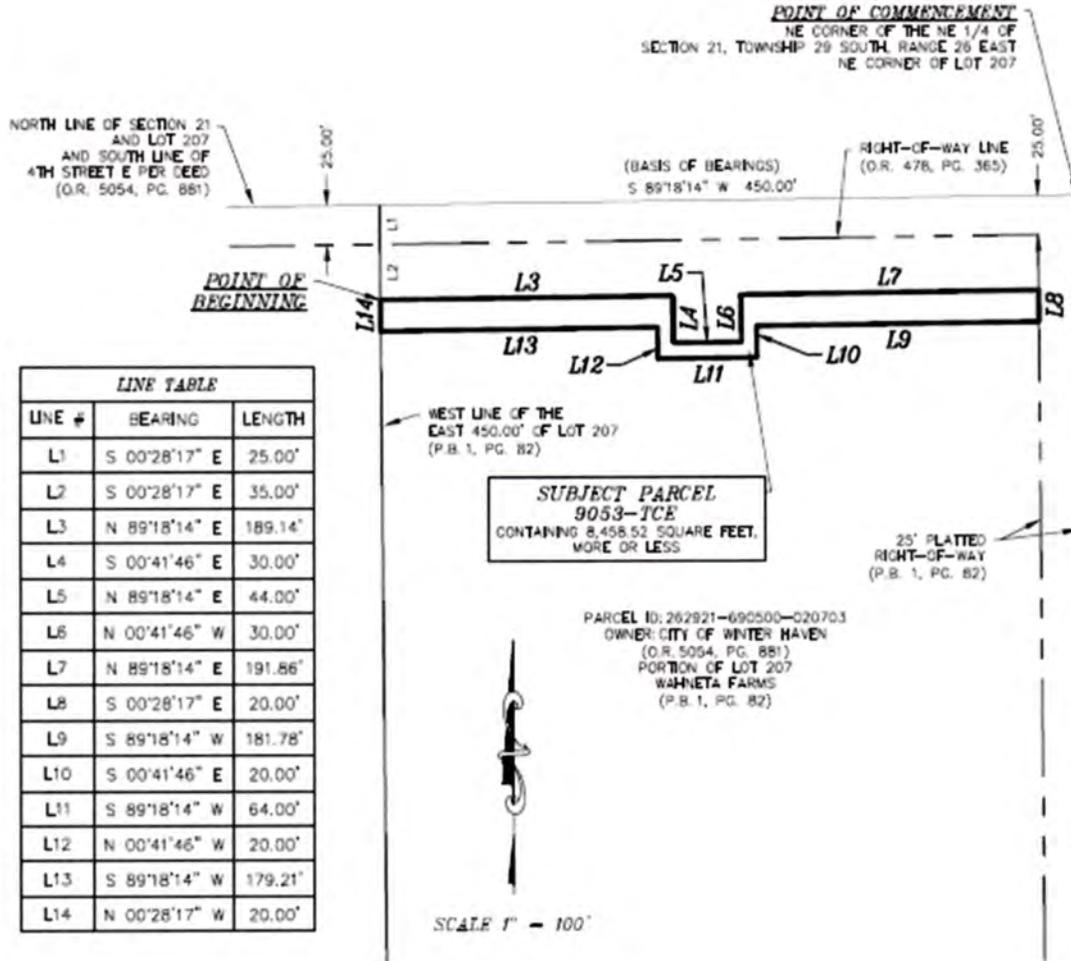
LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- ID = IDENTIFICATION

DESCRIPTION SKETCH
9053-TCE

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) The bearings are based on the North line of the Northeast 1/4 of Section 21, Township 29 South, Range 26 East, Polk County, Florida, being South 89°18'14" West.
- 3) See sheet 1 of 2 for description, certification, Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°28'17" E	25.00'
L2	S 00°28'17" E	35.00'
L3	N 89°18'14" E	189.14'
L4	S 00°41'46" E	30.00'
L5	N 89°18'14" E	44.00'
L6	N 00°41'46" W	30.00'
L7	N 89°18'14" E	191.86'
L8	S 00°28'17" E	20.00'
L9	S 89°18'14" W	181.78'
L10	S 00°41'46" E	20.00'
L11	S 89°18'14" W	64.00'
L12	N 00°41'46" W	20.00'
L13	S 89°18'14" W	179.21'
L14	N 00°28'17" W	20.00'

SUBJECT PARCEL
9053-TCE
CONTAINING 8,458.52 SQUARE FEET,
MORE OR LESS

PARCEL ID: 262921-690500-020703
OWNER: CITY OF WINTER HAVEN
(O.R. 5054, PG. 881)
PORTION OF LOT 207
WANNETA FARMS
(P.B. 1, PG. 82)

SCALE 1" = 100'

SHEET 2 OF 2

CS PROJECT: 8825.03

9053-TCE

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK — PAGE: —

DATE: 05/14/2025

Easement Agreement

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2026, by and between **City of Winter Haven**, a Florida municipal corporation ("Grantor" and/or "Owner"), whose address is: Post Office Box 2277, 451 Third Street, N.W., Winter Haven, Florida 33881, and the **Polk Regional Water Cooperative**, a non-profit, special district of the State of Florida, whose address is Post Office Box 9005, Drawer CA01, 330 West Church Street, Bartow, FL 33831-9005, its successors and assigns ("Grantee" and/or "PRWC").

WHEREAS, Grantor is the owner of that certain property described and depicted on Composite Exhibit "A" attached hereto and incorporated herein (the "Property" and/or "Easement Area"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant, a non-exclusive permanent easement ("Easement") over and access in, upon, through, under and over the property comprising the Easement Area to Grantee.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. In consideration of the conveyance of this Easement by the Grantor, the Grantee has agreed to provide the following and, in a manner, type, and location as reasonably determined acceptable to the Grantor, to wit:
 - a. The rights acquired by PRWC by this Easement are for a non-exclusive permanent water line and the non-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 all at PRWC's sole cost and expense, 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.

- b. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Grantor's improvements, PRWC shall, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or caused to 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 to a condition substantially similar to that existing prior to construction and installation. 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. 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.
- c. This Grant of Easement shall not be construed as a grant of right of way and is limited to an Easement to the PRWC. The Grantor shall have the right to use the Easement Area 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.
- d. So long as not unduly interfering with the Easement rights granted herein, Grantor shall have the right to grant other easements to other parties without the prior written consent of the PRWC provided however that within thirty (30) business days after granting any such interests the Grantor shall provide the Grantee with the name and contact information for the Grantee.

3. The grant of this Easement in no way restricts the right and interests of the Grantor to use the Easement Area for its own purposes, including without limitation the installation of paved and unpaved driveways and roadways, curb cuts or for any other use that is not inconsistent with the rights of the Grantee, nor does the grant of this Easement restrict the right of Grantor to grant other easements or make other uses of the Easement Area so long as said grants and uses are not inconsistent with the rights of the Grantee. Notwithstanding the above, none of the easement rights granted to the Grantee shall be held for the benefit of or use by individual members of the general public, but rather for the limited purposes and benefited properties referred to herein.

4. In the event that Grantor and/or Grantee is required by any Governmental Authority (as defined below) or other compelling economic or logistical circumstances to relocate the Easement granted herein, the party requesting relocation shall give reasonable prior notice of the intended relocation to the other party and shall request the other party's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Upon consent being given, the other party shall reasonably cooperate with said relocation, including, without limitation, executing and recording revised easement agreements. All costs associated with relocation shall be borne solely by the party requesting relocation, and all work performed in connection with such relocation shall be performed in a manner to minimize any disruption to the businesses located on the Property, and/or businesses located off the Property and served by the utilities maintained within the Easement, or the uses then being made thereon, and shall otherwise be performed in accordance with this Agreement. The party requesting relocation shall provide the other party with copies of all prior and as-built plans,

specifications and surveys related to such relocation work as may be requested by the other party.

5. Grantee covenants not to interfere with Grantor's improvements or operations within the Property, shall not cause or permit a construction lien or other lien or encumbrance arising from Grantee's activities to be placed against or upon the Property, and shall clearly notify any contractors, subcontractors, materialmen and other persons performing any work on or delivering materials to the Property on behalf of Grantee that the interest of Grantor is not subject to lien. In the event that any claim of lien, lien or encumbrance is filed against the Property arising from Grantee's activities, Grantee shall, at its sole cost, pay such lien in full or post the necessary bond or bonds and have such claim or lien removed within sixty (60) days of its filing. All work performed by Grantee in connection with the rights granted herein shall be performed in full compliance with all laws, regulations and permits issued or promulgated by applicable Governmental Authorities and applicable to the facilities to be relocated.

6. Mutual Indemnification.

(a) Grantee shall indemnify, defend, and hold the Grantor harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantor incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantor to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantee, its employees, contractors, agents, or representatives in connection with Grantee's use and/or occupancy of or presence on the Easement Area; (ii) any Environmental Costs (as defined below) to the extent caused by Grantee's activities within the Easement Area; (iii) any breach of the express terms of this Agreement by Grantee; or (iv) any injury to

persons or property on the Property and Easement Area that is caused by Grantee, its employees, contractors, agents, or representatives; provided, however, that Grantee shall not indemnify Grantor for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantor.

(b) Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantee incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantee to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantor, its employees, contractors, agents, or representatives; (ii) damage to Grantee's facilities within the Easement Area caused by Grantor, its employees, contractors, agents, or representatives; (iii) any breach of the express terms of this Agreement by Grantor; or (iv) Grantor's interference with Grantee's easement rights granted herein; provided, however, that Grantor shall not indemnify Grantee for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantee.

(c) Notwithstanding the foregoing, Grantee's indemnification obligations with respect to Environmental Costs shall be limited to Environmental Costs arising from or caused by Grantee's activities within the Easement Area, and shall not extend to pre-existing environmental conditions or contamination caused by third parties that are not under the control of and/or agents of Grantee.

Grantee shall cause any third-party contractors engaged by Grantee and performing services on the Property and Easement Area, prior to performing such services, to provide insurance in favor of the Grantor in types and amounts consistent with industry standards for comparable utility construction projects and that are

reasonably acceptable to Grantor, and such insurance coverage shall in no manner be limited by the liability limitations set forth above.

The above indemnity shall survive the termination of this Agreement. As used herein, the following terms have the following meanings:

A. "Environmental Costs" means any and all costs and expenditures, including any fees and expenses of attorneys and of environmental consultants or engineers incurred in connection with investigating, defending, remediating or otherwise responding to any Release of Hazardous Materials, any violation or alleged violation of Environmental Law, any fees, fines, penalties or charges associated with any Governmental Authorization, or any actions necessary to comply with any Environmental Law.

B. "Environmental Law" means any Law, Governmental Authorization or Governmental Order relating to pollution, contamination, Hazardous Materials or protection of the environment.

C. "Governmental Authorization" means any approval, consent, license, permit, waiver, registration or other authorization issued, granted, given, made available or otherwise required by any Governmental Entity or pursuant to Law.

D. "Governmental Authority" means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

E. "Governmental Order" means any judgment, injunction, writ, order, ruling, award or decree by any Governmental Entity or arbitrator.

F. "Hazardous Materials" means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed

by any Law relating to such substance or otherwise relating to the environment of human health or safety, including any waste, material, substance, pollutant or contaminant that might cause any injury to human health or safety or to the environment or might subject the owner of the Property and Easement Area to any Environmental Costs or liability under any Environmental Law.

G. "Law" means any constitution, law, statute, regulation, ordinance, principle of common law or treaty of any Governmental Authority.

H. "Regulatory Action" means any Litigation brought or instigated by any Governmental Entity in connection with any Environmental Costs, Release of Hazardous Materials, or any Environmental Law.

I. "Litigation" means any claim, action, arbitration, hearing, investigation, proceeding, litigation or suit (whether civil, criminal or administrative, and whether investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

J. "Release" means the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, whether intentional or unintentional, of any Hazardous Material.

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.

7. This Agreement and the rights and obligations of the parties hereto shall be binding upon the parties and their respective successors and permitted assigns.

8. In the event of a breach of this Agreement by either party, the other party shall have rights of enforcement and damages then available at law or in equity, including, without limitation, the right to an injunction against such breach by a court of competent jurisdiction and/or specific enforcement. In the event of any dispute between the parties hereto, or their successors and permitted assigns, regarding the enforcement of any provisions of this Agreement, or any right of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred in connection with said litigation, whether incurred in trial or on appeal.

9. Assignment. The Grantee may not assign its rights and interests under this Agreement without the prior written consent of Grantor which may be reasonably conditioned, delayed and/or withheld.

10. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. Grantor and Grantee agree that the proper venue with respect to any litigation in connection with this Agreement shall be a Court of competent jurisdiction located in Polk County, Florida.

11. Should any portion of this Agreement be declared invalid or unenforceable, then that portion shall be deemed to be severed from this Agreement and shall not affect the remainder of this Agreement, unless the portion is so material that its severance from this Agreement would alter the intent and purpose of this Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Easement Agreement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 23rd day of February, 2026.

By: City of Winter Haven, Florida,
a Florida Municipal Corporation

ATTEST WITH SEAL:

By Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

By William B. Yates
William Brian Yates, Mayor

Approved as to correctness and form:

By Frederick J. Murphy, Jr. 2-23-26
Frederick J. Murphy, Jr., City Attorney

ACKNOWLEDGEMENT

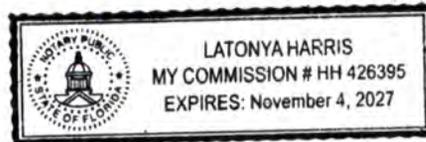
STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, William Brian Yates, as Mayor of the City of Winter Haven, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of February, 2026.

My Commission Expires:
November 4, 2027

Latonya Harris
Notary Public in the State of Florida, at large.
(Affix Notary Seal)



IN WITNESS WHEREOF, the Grantee has caused this Easement Agreement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2026.

By: Polk Regional Water Cooperative,
a non-profit, special district of the State
of Florida

By: _____
Print Name: _____
Its: _____

WITNESSES:

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, _____ as _____ of the Polk Regional Water Cooperative, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2026.

My Commission Expires:

Notary Public in the State of Florida, at large.
(Affix Notary Seal)

COMPOSITE EXHIBIT "A"

DESCRIPTION
9052-PE

DESCRIPTION:

A parcel of land being a portion of Lot 207, of the plat of WAHNETA FARMS, as recorded in Plat Book 1, Pages 82 through 83 and described in Official Records Book 13418 Pages 462 through 463, both of the Public Records of Polk County, Florida, located in Section 21, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 21 also being the Northeast corner of said Lot 207 according to said Official Records Book 13418, Pages 462 through 463; thence South 89°18'14" West, along the North line of said Northeast 1/4, also being the South line of 4th Street East according to said Official Records Book 8761, Pages 1454 through 1455, a distance of 450.00 feet to the West line of the East 450.00 feet of said Lot 207; thence South 00°28'17" East, along said West line, 25.00 feet to the intersection with the South right-of-way line of 4th Street East as described in Official Records Book 478, pages 363 through 366; thence continue South 00°28'17" East, 15.00 feet for the POINT OF BEGINNING; thence continue South 00°28'17" East, along said West line, 20.00 feet; thence South 89°18'14" West, 795.40 feet; thence North 46°16'27" West, 50.00 feet to said South right-of-way line of 4th Street East; thence North 89°18'14" East, along said South right-of-way line, 28.57 feet; thence South 46°16'27" East, 21.43 feet; thence North 89°18'14" East, 787.31 feet to the POINT OF BEGINNING.

Said parcel containing 16,541.44 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Digitally signed by
Jeffrey P Ammermann
Date: 2025.05.14
11:18:11 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	FIELD BOOK — PAGE: —	DATE: 05/14/2025
		SHEET NO. V-01

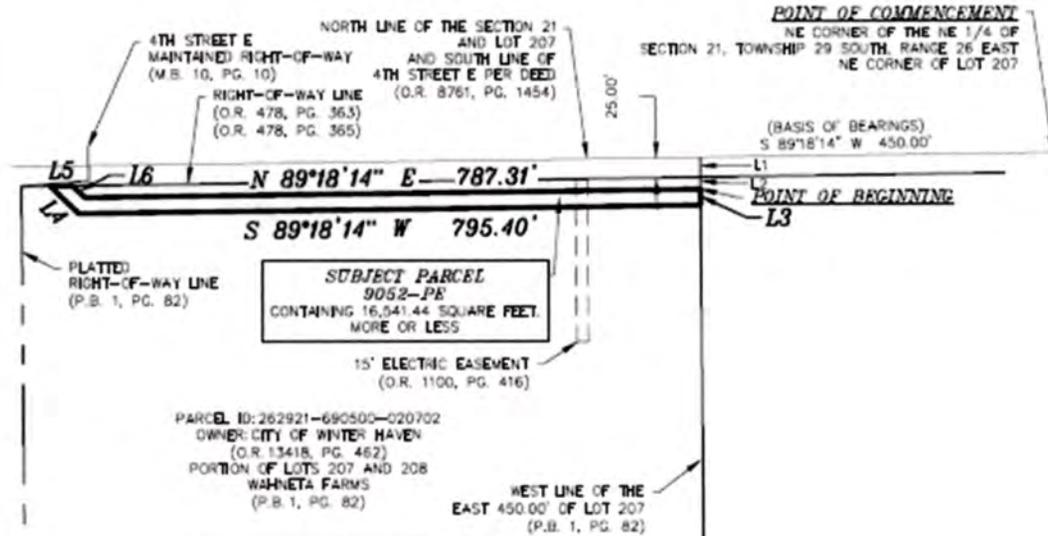
LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- ID = IDENTIFICATION

DESCRIPTION SKETCH
9052-PE

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) The bearings are based on the North line of the Northeast 1/4 of Section 21, Township 29 South, Range 26 East, Polk County, Florida, being South 89°18'14" West.
- 3) See sheet 1 of 2 for description, certification, Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°28'17" E	25.00'
L2	S 00°28'17" E	15.00'
L3	S 00°28'17" E	20.00'
L4	N 46°16'27" W	50.00'
L5	N 89°18'14" E	28.57'
L6	S 46°16'27" E	21.43'

SCALE 1" = 200'

SHEET 2 OF 2

CS PROJECT: 8825.03

9052-PE

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS FIELD BOOK — PAGE: — DATE: 05/14/2025

Easement Agreement

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of _____, 2026, by and between **City of Winter Haven**, a Florida municipal corporation ("Grantor" and/or "Owner"), whose address is: Post Office Box 2277, 451 Third Street, N.W., Winter Haven, Florida 33881, and the **Polk Regional Water Cooperative**, a non-profit, special district of the State of Florida, whose address is Post Office Box 9005, Drawer CA01, 330 West Church Street, Bartow, FL 33831-9005, its successors and assigns ("Grantee" and/or "PRWC").

WHEREAS, Grantor is the owner of that certain property described and depicted on Composite Exhibit "A" attached hereto and incorporated herein (the "Property" and/or "Easement Area"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant, a non-exclusive permanent easement ("Easement") over and access in, upon, through, under and over the property comprising the Easement Area to Grantee.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. In consideration of the conveyance of this Easement by the Grantor, the Grantee has agreed to provide the following and, in a manner, type, and location as reasonably determined acceptable to the Grantor, to wit:

- a. The rights acquired by PRWC by this Easement are for a non-exclusive permanent water line and the non-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 all at PRWC's sole cost and expense, 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.

- b. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Grantor's improvements, PRWC shall, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, well, septic tanks and septic drain fields, that PRWC damaged or caused to 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 to a condition substantially similar to that existing prior to construction and installation. 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. 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.
- c. This Grant of Easement shall not be construed as a grant of right of way and is limited to an Easement to the PRWC. The Grantor shall have the right to use the Easement Area 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.
- d. So long as not unduly interfering with the Easement rights granted herein, Grantor shall have the right to grant other easements to other parties without the prior written consent of the PRWC provided however that within thirty (30) business days after granting any such interests the Grantor shall provide the Grantee with the name and contact information for the Grantee.

3. The grant of this Easement in no way restricts the right and interests of the Grantor to use the Easement Area for its own purposes, including without limitation the installation of paved and unpaved driveways and roadways, curb cuts or for any other use that is not inconsistent with the rights of the Grantee, nor does the grant of this Easement restrict the right of Grantor to grant other easements or make other uses of the Easement Area so long as said grants and uses are not inconsistent with the rights of the Grantee. Notwithstanding the above, none of the easement rights granted to the Grantee shall be held for the benefit of or use by individual members of the general public, but rather for the limited purposes and benefited properties referred to herein.

4. In the event that Grantor and/or Grantee is required by any Governmental Authority (as defined below) or other compelling economic or logistical circumstances to relocate the Easement granted herein, the party requesting relocation shall give reasonable prior notice of the intended relocation to the other party and shall request the other party's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Upon consent being given, the other party shall reasonably cooperate with said relocation, including, without limitation, executing and recording revised easement agreements. All costs associated with relocation shall be borne solely by the party requesting relocation, and all work performed in connection with such relocation shall be performed in a manner to minimize any disruption to the businesses located on the Property, and/or businesses located off the Property and served by the utilities maintained within the Easement, or the uses then being made thereon, and shall otherwise be performed in accordance with this Agreement. The party requesting relocation shall provide the other party with copies of all prior and as-built plans,

specifications and surveys related to such relocation work as may be requested by the other party.

5. Grantee covenants not to interfere with Grantor's improvements or operations within the Property, shall not cause or permit a construction lien or other lien or encumbrance arising from Grantee's activities to be placed against or upon the Property, and shall clearly notify any contractors, subcontractors, materialmen and other persons performing any work on or delivering materials to the Property on behalf of Grantee that the interest of Grantor is not subject to lien. In the event that any claim of lien, lien or encumbrance is filed against the Property arising from Grantee's activities, Grantee shall, at its sole cost, pay such lien in full or post the necessary bond or bonds and have such claim or lien removed within sixty (60) days of its filing. All work performed by Grantee in connection with the rights granted herein shall be performed in full compliance with all laws, regulations and permits issued or promulgated by applicable Governmental Authorities and applicable to the facilities to be relocated.

6. Mutual Indemnification.

(a) Grantee shall indemnify, defend, and hold the Grantor harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantor incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantor to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantee, its employees, contractors, agents, or representatives in connection with Grantee's use and/or occupancy of or presence on the Easement Area; (ii) any Environmental Costs (as defined below) to the extent caused by Grantee's activities within the Easement Area; (iii) any breach of the express terms of this Agreement by Grantee; or (iv) any injury to

persons or property on the Property and Easement Area that is caused by Grantee, its employees, contractors, agents, or representatives; provided, however, that Grantee shall not indemnify Grantor for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantor.

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(c) Notwithstanding the foregoing, Grantee's indemnification obligations with respect to Environmental Costs shall be limited to Environmental Costs arising from or caused by Grantee's activities within the Easement Area, and shall not extend to pre-existing environmental conditions or contamination caused by third parties that are not under the control of and/or agents of Grantee.

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7. This Agreement and the rights and obligations of the parties hereto shall be binding upon the parties and their respective successors and permitted assigns.

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9. Assignment. The Grantee may not assign its rights and interests under this Agreement without the prior written consent of Grantor which may be reasonably conditioned, delayed and/or withheld.

10. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. Grantor and Grantee agree that the proper venue with respect to any litigation in connection with this Agreement shall be a Court of competent jurisdiction located in Polk County, Florida.

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IN WITNESS WHEREOF, the Grantor has caused this Easement Agreement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 23rd day of February, 2026.

By: City of Winter Haven, Florida,
a Florida Municipal Corporation

ATTEST WITH SEAL:

By Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

By William B. Yates
William Brian Yates, Mayor

Approved as to correctness and form:

By Frederick J. Murphy, Jr. 2-23-26
Frederick J. Murphy, Jr., City Attorney

ACKNOWLEDGEMENT

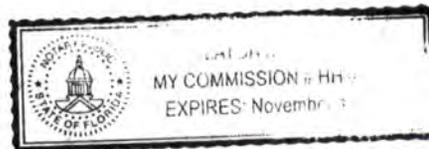
STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, William Brian Yates, as Mayor of the City of Winter Haven, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of February, 2026.

My Commission Expires:
November 4, 2027

Latonya Harris
Notary Public in the State of Florida, at large.
(Affix Notary Seal)



IN WITNESS WHEREOF, the Grantee has caused this Easement Agreement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2026.

By: Polk Regional Water Cooperative,
a non-profit, special district of the State
of Florida

By: _____
Print Name: _____
Its: _____

WITNESSES:

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, _____ as _____ of the Polk Regional Water Cooperative, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

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My Commission Expires:

Notary Public in the State of Florida, at large.
(Affix Notary Seal)

COMPOSITE EXHIBIT "A"

DESCRIPTION
9053-PE

DESCRIPTION:

A parcel of land being a portion of Lot 207, of the plat of WAHNETA FARMS, as recorded in Plat Book 1, Pages 82 through 83 and described in Official Records Book 5054 Pages 881 through 882, both of the Public Records of Polk County, Florida, located in Section 21, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 21 also being the Northeast corner of said Lot 207 according to said Official Records Book 5054, Pages 881 through 882; thence South 89°18'14" West, along the North line of said Northeast 1/4 also being the South line of 4th Street East according to Official Records Book 5054, Pages 881 through 882, a distance of 450.00 feet to the West line of the East 450.00 feet of said Lot 207; thence South 00°28'17" East, along said West line, 25.00 feet to the intersection with the South right-of-way of 4th Street East as described in Official Records Book 478, Pages 365 through 366, Public Records of Polk County, Florida; thence continue South 00°28'17" East, along said West line, 15.00 feet to the POINT OF BEGINNING; thence North 89°18'14" East, 425.00 feet to the West line of a 25.00 foot platted right-of-way as depicted on said plat of WAHNETA FARMS; thence South 00°28'17" East, along said West line, 20.00 feet; thence South 89°18'14" West, 191.86 feet; thence South 00°41'46" East, 30.00 feet; thence South 89°18'14" West, 44.00 feet; thence North 00°41'46" West, 30.00 feet; thence South 89°18'14" West, 189.14 feet to said West line of the East 450.00 feet of said Lot 207; thence North 00°28'17" West, along said West line, 20.00 feet to the POINT OF BEGINNING. Said parcel containing 9,820.01 square feet, more or less.

CERTIFICATION

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann
 Digitally signed by Jeffrey P Ammermann
 Date: 2025.05.30 07:35:04 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
 FLORIDA REGISTRATION PSM 7388
 JAMMERMAN@CHASTAINSKILLMAN.COM
 THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR DESCRIPTION SKETCH, LEGEND, AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	9053-PE
DATE: 05/30/2025		SHEET NO. V-01

Temporary Construction Easement Agreement

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("TCEA") is made and entered into as of _____, 2026, by and between **City of Winter Haven**, a Florida municipal corporation ("Grantor" and/or "Owner"), whose address is: Post Office Box 2277, 451 Third Street, N.W., Winter Haven, Florida 33881, and the **Polk Regional Water Cooperative**, a non-profit, special district of the State of Florida, whose address is Post Office Box 9005, Drawer CA01, 330 West Church Street, Bartow, FL 33831-9005, its successors and assigns ("Grantee" and/or "PRWC").

WHEREAS, Grantor is the owner of that certain property described and depicted on Composite Exhibit "A" attached hereto and incorporated herein (the "Property" and/or "Temporary Easement Area"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant, a non-exclusive temporary construction easement ("Temporary Construction Easement") over and access in, upon, through, under and over the property comprising the Temporary Easement Area to Grantee.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are hereby incorporated by reference.
2. In consideration of the conveyance of this Temporary Construction Easement by the Grantor, the Grantee has agreed to provide the following and, in a manner, type, and location as reasonably determined acceptable to the Grantor, to wit:
 - a. The Temporary Construction Easement interests and rights acquired by PRWC are the temporary right, privilege and authority for access over the Temporary Easement Area, in conjunction with construction of water transmission lines and

such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.

- b. After construction is complete, the lands of the Owner shall be restored to the same, or as good as, condition as existed before construction began at the PRWC's sole cost and expense and in a manner determined reasonably acceptable to Grantor.
- c. The rights granted herein shall expire upon completion of construction within this Temporary Easement Area or thirty-six (36) months from the date this Temporary Construction Easement is recorded, whichever occurs sooner. In addition, at Grantee's expense a Notice of Termination of this Temporary Construction Easement shall be recorded in the Public Records of Polk County, Florida by Grantor.

3. The grant of this Temporary Construction Easement in no way restricts the right and interests of the Grantor to use the Temporary Easement Area for its own purposes, including without limitation the installation of paved and unpaved driveways and roadways, curb cuts or for any other use that is not inconsistent with the rights of the Grantee, nor does the grant of this Temporary Construction Easement restrict the right of Grantor to grant other easements or make other uses of the Temporary Easement Area so long as said grants and uses are not inconsistent with the rights of the Grantee. Notwithstanding the above, none of the easement rights granted to the Grantee shall be held for the benefit of or use by individual members of the general public, but rather for the limited purposes and benefited properties referred to herein.

4. In the event that Grantor and/or Grantee is required by any Governmental Authority (as defined below) or other compelling economic or logistical circumstances to relocate the Temporary Construction Easement granted herein, the party requesting relocation shall give reasonable prior notice of the intended relocation to the other party and shall request the other party's consent thereto, which consent shall not be unreasonably withheld, conditioned or delayed. Upon consent being given, the other party

shall reasonably cooperate with said relocation, including, without limitation, executing and recording revised easement agreements. All costs associated with relocation shall be borne solely by the party requesting relocation, and all work performed in connection with such relocation shall be performed in a manner to minimize any disruption to the businesses located on the Property, and/or businesses located off the Property and served by the utilities maintained within the Temporary Construction Easement, or the uses then being made thereon, and shall otherwise be performed in accordance with this TCEA. The party requesting relocation shall provide the other party with copies of all prior and as-built plans, specifications and surveys related to such relocation work as may be requested by the other party.

5. Grantee covenants not to interfere with Grantor's improvements or operations within the Property, shall not cause or permit a construction lien or other lien or encumbrance arising from Grantee's activities to be placed against or upon the Property, and shall clearly notify any contractors, subcontractors, materialmen and other persons performing any work on or delivering materials to the Property on behalf of Grantee that the interest of Grantor is not subject to lien. In the event that any claim of lien, lien or encumbrance is filed against the Property arising from Grantee's activities, Grantee shall, at its sole cost, pay such lien in full or post the necessary bond or bonds and have such claim or lien removed within thirty (30) days of its filing. All work performed by Grantee in connection with the rights granted herein shall be performed in full compliance with all laws, regulations and permits issued or promulgated by applicable Governmental Authorities and applicable to the facilities to be relocated.

6. Mutual Indemnification.

(a) Grantee shall indemnify, defend, and hold the Grantor harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantor incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantor to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantee, its employees, contractors, agents, or representatives in connection with Grantee's use and/or occupancy of or presence on the Easement Area; (ii) any Environmental Costs (as defined below) to the extent caused by Grantee's activities within the Easement Area; (iii) any breach of the express terms of this Agreement by Grantee; or (iv) any injury to persons or property on the Property and Easement Area that is caused by Grantee, its employees, contractors, agents, or representatives; provided, however, that Grantee shall not indemnify Grantor for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantor.

(b) Grantor shall indemnify, defend, and hold Grantee harmless from and against any and all liability, loss, damage, or expense, including reasonable attorney's fees, which Grantee incurs or suffers as a result of any claims, demands, costs, expenses, litigation, or judgments against Grantee to the extent arising out of or relating to: (i) the negligent or wrongful acts or omissions of Grantor, its employees, contractors, agents, or representatives; (ii) damage to Grantee's facilities within the Easement Area caused by Grantor, its employees, contractors, agents, or representatives; (iii) any breach of the express terms of this Agreement by Grantor; or (iv) Grantor's interference with Grantee's easement rights granted herein; provided, however, that Grantor shall not indemnify Grantee for that portion of any loss or damage proximately caused by the negligent or wrongful acts or omissions of Grantee.

(c) Notwithstanding the foregoing, Grantee's indemnification obligations with respect to Environmental Costs shall be limited to Environmental Costs arising from or caused by Grantee's activities within the Easement Area, and shall not extend to pre-existing environmental conditions or contamination caused by third parties that are not under the control of and/or agents of Grantee.

Grantee shall cause any third-party contractors engaged by Grantee and performing services on the Property and Temporary Easement Area, prior to performing such services, to provide insurance in favor of the Grantor in types and amounts consistent with industry standards for comparable utility construction projects and that are reasonably acceptable to Grantor, and such insurance coverage shall in no manner be limited by the liability limitations set forth above.

The above indemnity shall survive the termination of this TCEA. As used herein, the following terms have the following meanings:

A. "Environmental Costs" means any and all costs and expenditures, including any fees and expenses of attorneys and of environmental consultants or engineers incurred in connection with investigating, defending, remediating or otherwise responding to any Release of Hazardous Materials, any violation or alleged violation of Environmental Law, any fees, fines, penalties or charges associated with any Governmental Authorization, or any actions necessary to comply with any Environmental Law.

B. "Environmental Law" means any Law, Governmental Authorization or Governmental Order relating to pollution, contamination, Hazardous Materials or protection of the environment.

C. "Governmental Authorization" means any approval, consent, license, permit, waiver, registration or other authorization issued, granted, given, made available or otherwise required by any Governmental Entity or pursuant to Law.

D. "Governmental Authority" means any federal, state, local, foreign, international or multinational entity or authority exercising executive, legislative, judicial, regulatory, administrative or taxing functions of or pertaining to government.

E. "Governmental Order" means any judgment, injunction, writ, order, ruling, award or decree by any Governmental Entity or arbitrator.

F. "Hazardous Materials" means any dangerous, toxic or hazardous pollutant, contaminant, chemical, waste, material or substance as defined in or governed by any Law relating to such substance or otherwise relating to the environment of human health or safety, including any waste, material, substance, pollutant or contaminant that might cause any injury to human health or safety or to the environment or might subject the owner of the Property and Temporary Easement Area to any Environmental Costs or liability under any Environmental Law.

G. "Law" means any constitution, law, statute, regulation, ordinance, principle of common law or treaty of any Governmental Authority.

H. "Regulatory Action" means any Litigation brought or instigated by any Governmental Entity in connection with any Environmental Costs, Release of Hazardous Materials, or any Environmental Law.

I. "Litigation" means any claim, action, arbitration, hearing, investigation, proceeding, litigation or suit (whether civil, criminal or administrative, and whether investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

J. "Release" means the spilling, leaking, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, whether intentional or unintentional, of any Hazardous Material.

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.

7. This TCEA and the rights and obligations of the parties hereto shall be binding upon the parties and their respective successors and permitted assigns.

8. In the event of a breach of this TCEA by either party, the other party shall have rights of enforcement and damages then available at law or in equity, including, without limitation, the right to an injunction against such breach by a court of competent jurisdiction and/or specific enforcement. In the event of any dispute between the parties hereto, or their successors and permitted assigns, regarding the enforcement of any provisions of this TCEA, or any right of any party hereto, the prevailing party shall be entitled to recover its reasonable attorneys' fees and all costs and expenses incurred in connection with said litigation, whether incurred in trial or on appeal.

9. Assignment. The Grantee may not assign its rights and interests under this TCEA without the prior written consent of Grantor which may be reasonably conditioned, delayed and/or withheld.

10. This TCEA shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically

preempted by federal law. Grantor and Grantee agree that the proper venue with respect to any litigation in connection with this TCEA shall be a Court of competent jurisdiction located in Polk County, Florida.

11. Should any portion of this TCEA be declared invalid or unenforceable, then that portion shall be deemed to be severed from this TCEA and shall not affect the remainder of this TCEA, unless the portion is so material that its severance from this TCEA would alter the intent and purpose of this TCEA.

IN WITNESS WHEREOF, the Grantor has caused this TCEA to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this 23rd day of February, 2026.

By: City of Winter Haven, Florida,
a Florida Municipal Corporation

ATTEST WITH SEAL:

By Vanessa Castillo
Vanessa Castillo, MMC, City Clerk

By William B. Yates
William Brian Yates, Mayor

Approved as to correctness and form:

By Frederick J. Murphy, Jr. 2-23-26
Frederick J. Murphy, Jr., City Attorney

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, William Brian Yates, as Mayor of the City of Winter Haven, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 23rd day of February, 2026.

My Commission Expires:
November 4, 2027

Latonya Harris
Notary Public in the State of Florida, at large.
(Affix Notary Seal)



IN WITNESS WHEREOF, the Grantee has caused this TCEA to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this _____ day of _____, 2026.

By: Polk Regional Water Cooperative,
a non-profit, special district of the State
of Florida

By: _____
Print Name: _____
Its: _____

WITNESSES:

Witness Signature

Witness Signature

Print Name: _____

Print Name: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF POLK

Before me, the undersigned authority, this day personally appeared, by means of physical presence or online notarization, _____ as _____ of the Polk Regional Water Cooperative, who is personally known to me or who produced a driver's license as identification, and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this ____ day of _____, 2026.

My Commission Expires:

Notary Public in the State of Florida, at large.
(Affix Notary Seal)

COMPOSITE EXHIBIT "A"

DESCRIPTION
9052-TCE

DESCRIPTION:

A parcel of land being a portion of Lot 207, of the plat of WAHNETA FARMS, as recorded in Plat Book 1, Pages 82 through 83 and described in Official Records Book 13418 Pages 462 through 463, both of the Public Records of Polk County, Florida, located in Section 21, Township 29 South, Range 26 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northeast 1/4 of said Section 21, also being the Northeast corner of said Lot 207 according to said Official Records Book 13418, Pages 462 through 463; thence South 89°18'14" West, along the North line of said Northeast 1/4, also being the South line of 4th Street East according to said Official Records Book 8761, Pages 1454 through 1455, a distance of 450.00 feet to the West line of the East 450.00 feet of said Lot 207; thence South 00°28'17" East, along said West line, 25.00 feet to the intersection with the South right-of-way line of 4th Street East as described in Official Records Book 478, pages 363 through 366; thence continue South 00°28'17" East, along said West line, 35.00 feet for the POINT OF BEGINNING; thence continue South 00°28'17" East, along said West line, 20.00 feet; thence South 89°18'14" West, 803.49 feet; thence North 46°16'27" West, 78.58 feet to the intersection with said South right-of-way line of 4th Street East according to said Official Records Book 478, Pages 363 through 366; thence North 89°18'14" East, along said South right-of-way line, 28.57 feet; thence South 46°16'27" East, 50.00 feet; thence North 89°18'14" East, 795.40 feet to the POINT OF BEGINNING.

Said parcel containing 17,274.68 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2025.05.14
11:19:19 -04'00'

JEFFREY P. AMMERMAN P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS	FIELD BOOK: — PAGE: —	DATE: 05/14/2025
		SHEET NO. V-01

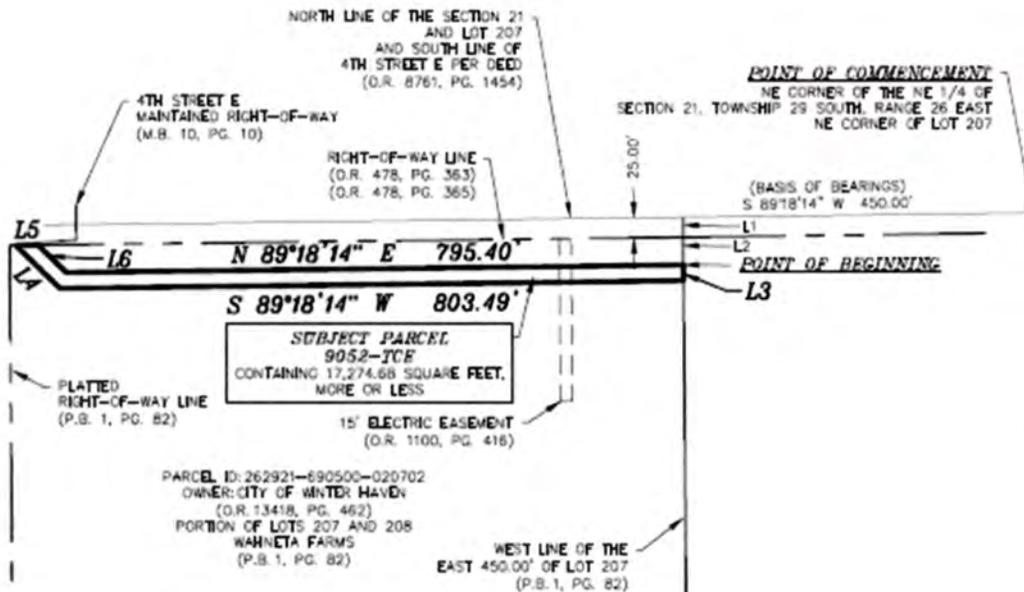
LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- TCE = TEMPORARY CONSTRUCTION EASEMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- ID = IDENTIFICATION

DESCRIPTION SKETCH
9052-TCE

SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey.
- 2) The bearings are based on the North line of the Northeast 1/4 of Section 21, Township 29 South, Range 26 East, Polk County, Florida, being South 89°18'14" West.
- 3) See sheet 1 of 2 for description, certification, Surveyor's signature and seal.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 00°28'17" E	25.00'
L2	S 00°28'17" E	35.00'
L3	S 00°28'17" E	20.00'
L4	N 46°16'27" W	78.58'
L5	N 89°18'14" E	28.57'
L6	S 46°16'27" E	50.00'



SCALE 1" = 200'

SHEET 2 OF 2

CS PROJECT: 8825.03

9052-TCE

SHEET NO. V-01

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK — PAGE: —

DATE: 05/14/2025

Agenda Item E.3.

3/18/2026

SUBJECT

Approve Utility and Access Easements with Polk County for the Central and East Regional Utility Service Area Receiving Stations Associated with the Southeast Wellfield Transmission Main Project (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 will provide water to the Polk County Central and East Regional Utility Service Areas (CRUSA and ERUSA). The CRUSA receiving facility is located to the northwest of US Highway 17 across from Bartow Municipal Airport on Old Bartow Eagle Lake Road. The ERUSA receiving facility is located on Masterpiece Road north of Lake Wales. (Exhibit A).

The Utility and Access Easements have been prepared by Polk County and reviewed by the PRWC to allow water transmission pipeline construction and long-term maintenance at the two receiving facility locations. The easement documents do not require signatures from the PRWC Board of Directors officers and are attached as Exhibit B. The Polk County Commission is scheduled to consider approval of the easements at the March 17, 2026 BoCC meeting.

RECOMMENDATION

Approve the Utility and Access Easements with Polk County for the Central and East Regional Utility Service Area Receiving Facilities Associated with the Southeast Wellfield Transmission Main Project

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven

This Instrument prepared under the direction of
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Melanea Hough

PRWC – CRUSA AWS Receiving Station

Parent Parcel ID No.: 252922-361000-000100

UTILITY AND ACCESS EASEMENT

THIS EASEMENT made this _____ day of _____, 2026, between **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, Florida 33831, Grantor, and the **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a non-exclusive perpetual utility easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining a water pipeline and associated appurtenances (specifically excluding wastewater and reclaimed water facilities) on, over, upon and under the lands described in **Exhibit “A”**, together with a non-exclusive perpetual easement for the purpose of ingress, egress and access to said utility easement over the lands described in **Exhibit “B”**, all of which are subject to existing easements of record.

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that it is lawfully seized of said lands and that it has good, right and lawful authority to grant this easement.

THIS UTILITY EASEMENT IS FOR THE SPECIFIC USE OF GRANTEE ONLY AND IS NOT TO BE CONSTRUED AS A PUBLIC UTILITY EASEMENT.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

Signed, Sealed and Delivered in the Presence of:
(Signature of Two Witnesses Required by Florida Law)

Witness

Printed Name
Address: _____

Witness

Printed Name
Address: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2026 by Martha Santiago, Ed. D., as Chair of the Polk County Board of County Commissioners, on behalf of the Board. She is personally known to me or has produced _____ as identification.

(Affix Notary Seal)

GRANTOR:

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Notary Public

Print Name

Commission Expiration Date

DESCRIPTION
6052-PE

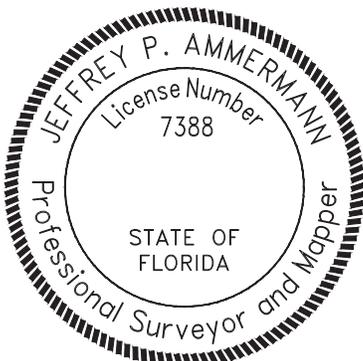
DESCRIPTION:

A parcel of land being a portion of Lot 14, of the plat of MAP CORRECTION OF THE TOWN OF GORDONVILLE, as recorded in Plat Book 3, Page 43, Public Records of Polk County, Florida, located in the Northeast 1/4 of Section 22, Township 29 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Northeast 1/4, also being the Northeast corner of Lot 1 of said MAP CORRECTION OF THE TOWN OF GORDONVILLE; thence South 00°16'11" East, along the East line of said Northeast 1/4, and the East line of said Lots 1 and 14, a distance of 966.25 feet to the intersection with the Northerly corridor line of CSX Transportation Railroad as depicted on the Railroad Valuation Right-of-Way Map V3gFLA S-3; thence South 51°48'32" West, along said Northerly corridor line of CSX Transportation Railroad, 214.97 feet for the POINT OF BEGINNING; thence continue South 51°48'21" West, along said Northerly corridor line, 20.00 feet; thence North 38°11'28" West, 129.41 feet; thence North 17°39'56" East, 90.56 feet; thence North 72°12'09" West, 18.77 feet; thence North 17°47'51" East, 46.00 feet; thence South 72°12'09" East, 49.70 feet; thence South 17°47'51" West, 22.00 feet; thence North 72°12'09" West, 10.99 feet; thence South 17°39'56" West, 103.92 feet; thence South 38°11'28" East, 118.80 feet to the POINT OF BEGINNING. Said parcel containing 6,210.20 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2025.07.30
18:54:48 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		6052-PE
FIELD BOOK: — PAGE: —	DATE: 07/30/2025	SHEET NO. V-01

C:\Users\schild\appdata\local\temp\AcPublish_25212\882503-SCC-2023-03-29-US17 ESM1.dwg 6052-PE Jul 30, 2025 5:12pm by: schlds

DESCRIPTION SKETCH

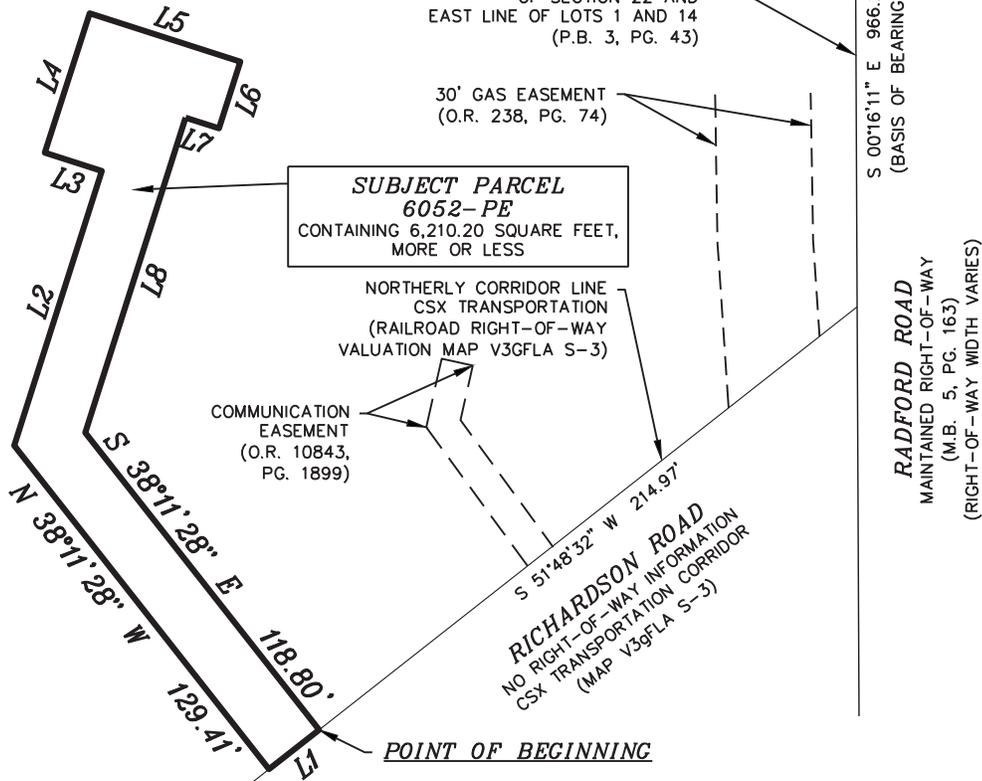
6052-PE

POINT OF COMMENCEMENT

NE CORNER OF THE NE 1/4
OF SECTION 22,
TOWNSHIP 29 SOUTH,
RANGE 25 EAST
AND NE CORNER OF LOT 1
(P.B. 3, PG. 43)

PARCEL ID 252922-361000-000100
OWNER: POLK COUNTY
(O.R. 2621, PG. 1291)

SCALE 1" = 60'



SUBJECT PARCEL
6052-PE
CONTAINING 6,210.20 SQUARE FEET,
MORE OR LESS

NORTHERLY CORRIDOR LINE
CSX TRANSPORTATION
(RAILROAD RIGHT-OF-WAY
VALUATION MAP V3GFLA S-3)

COMMUNICATION
EASEMENT
(O.R. 10843,
PG. 1899)

EAST LINE OF THE NE 1/4
OF SECTION 22 AND
EAST LINE OF LOTS 1 AND 14
(P.B. 3, PG. 43)

30' GAS EASEMENT
(O.R. 238, PG. 74)

S 00°16'11\"/>

RADFORD ROAD
MAINTAINED RIGHT-OF-WAY
(M.B. 5, PG. 163)
(RIGHT-OF-WAY WIDTH VARIES)

RICHARDSON ROAD
NO RIGHT-OF-WAY INFORMATION
CSX TRANSPORTATION CORRIDOR
(MAP V3GFLA S-3)

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- D.B. = DEED BOOK
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- ID = IDENTIFICATION

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Northeast 1/4 of Section 22, Township 29 South, Range 25 East, Polk County, Florida, being South 00°16'11\"/>

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S 51°48'32\"/>	

SHEET 2 OF 2

CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

6052-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 07/30/2025

SHEET NO. V-02

DESCRIPTION
6052-IE

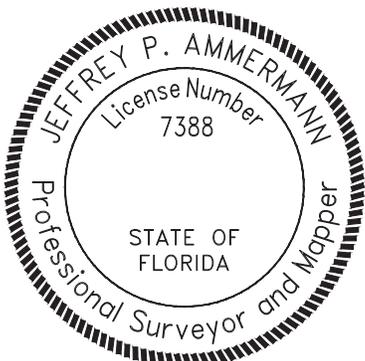
DESCRIPTION:

A parcel of land being a portion of Lot 14, of the plat of MAP CORRECTION OF THE TOWN OF GORDONVILLE, as recorded in Plat Book 3, Page 43, Public Records of Polk County, Florida, located in the Northeast 1/4 of Section 22, Township 29 South, Range 25 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Northeast 1/4, also being the Northeast corner of Lot 1 of said MAP CORRECTION OF THE TOWN OF GORDONVILLE; thence South 00°16'11" East, along the East line of said Northeast 1/4, and the East line of said Lots 1 and 14, a distance of 949.93 feet to the POINT OF BEGINNING; thence continue South 00°16'11" East, along said East line, 16.32 feet to the intersection with the Northerly corridor line of CSX Transportation Railroad as depicted on the Railroad Valuation Right-of-Way Map V3gFLA S-3; thence South 51°48'32" West, along said Northerly corridor line of CSX Transportation Railroad, 71.88 feet; thence North 38°11'28" West, 3.74 feet to a non-tangent curve to the left having a radius of 18.78 feet, a central angle of 81°57'50", a chord bearing of North 02°07'16" West, and a chord distance of 24.63 feet; thence along the arc of said curve, 26.87 feet; thence North 59°45'06" West, 11.64 feet; thence North 72°12'09" West, 155.84 feet; thence North 17°39'56" East, 24.00 feet; thence South 72°12'09" East, 169.50 feet to a non-tangent curve to the left having a radius of 20.59 feet, a central angle of 75°16'42", a chord bearing of North 70°09'29" East, and a chord distance of 25.14 feet; thence along the arc of said curve, 27.05 feet; thence North 89°43'49" East, 25.76 feet to the POINT OF BEGINNING. Said parcel containing 5,942.56 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P Ammermann
Digitally signed by Jeffrey P Ammermann
Date: 2025.07.30 18:55:43 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 FOR DESCRIPTION SKETCH, LEGEND, AND SURVEYOR'S NOTES

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262		CS PROJECT: 8825.03
DRAWN BY: S. CHILDS		6052-IE
FIELD BOOK: — PAGE: —	DATE: 07/30/2025	SHEET NO. V-01

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DESCRIPTION SKETCH

6052-IE

POINT OF COMMENCEMENT

NE CORNER OF THE NE 1/4
OF SECTION 22,
TOWNSHIP 29 SOUTH,
RANGE 25 EAST AND
THE NE CORNER OF LOT 1
(P.B. 3, PG. 43)

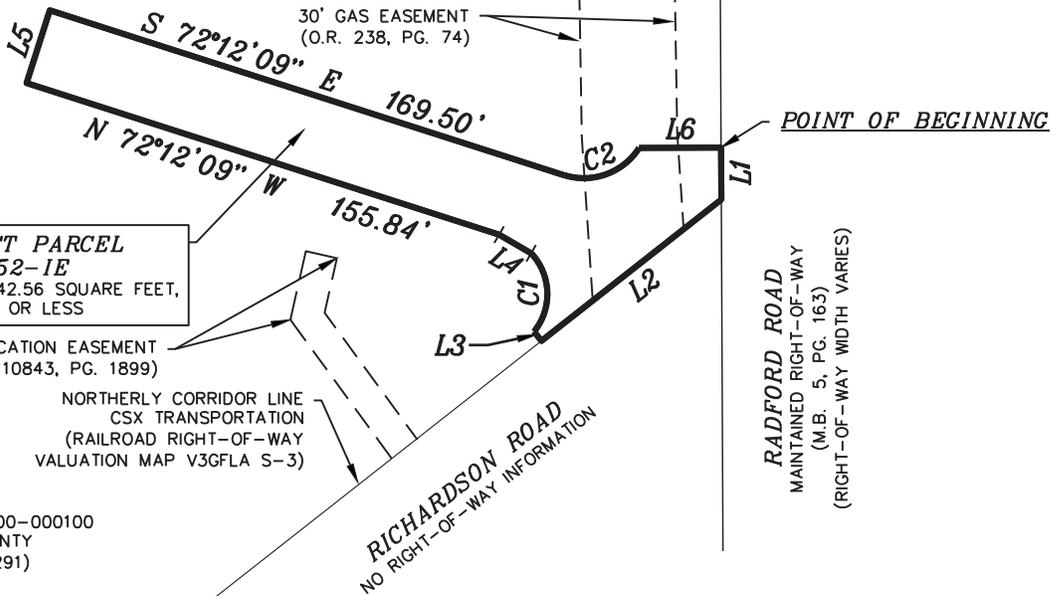
CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING	DELTA
C1	18.78'	26.87'	24.63'	N 2°07'16" W	81°57'50"
C2	20.59'	27.05'	25.14'	N 70°09'29" E	75°16'42"

EAST LINE OF THE NE 1/4
OF SECTION 22 AND THE
EAST LINE OF LOTS 1 AND 14
(P.B. 3, PG. 43)

S 00°16'11" E 949.93'
(BASIS OF BEARINGS)

SCALE 1" = 60'



SUBJECT PARCEL
6052-IE
CONTAINING 5,942.56 SQUARE FEET,
MORE OR LESS

COMMUNICATION EASEMENT
(O.R. 10843, PG. 1899)

NORTHERLY CORRIDOR LINE
CSX TRANSPORTATION
(RAILROAD RIGHT-OF-WAY
VALUATION MAP V3GFLA S-3)

PARCEL ID 252922-361000-000100
OWNER: POLK COUNTY
(O.R. 2621, PG. 1291)

LEGEND:

- P.B. = PLAT BOOK
- PG. = PAGE
- D.B. = DEED BOOK
- O.R. = OFFICIAL RECORDS BOOK
- M.B. = MAP BOOK
- PE = PERMANENT EASEMENT
- IE = INGRESS/EGRESS EASEMENT
- ID = IDENTIFICATION

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the Northeast 1/4 of Section 22, Township 29 South, Range 25 East, Polk County, Florida, being South 00°16'11" East.
- 3) See sheet 1 for description, certification, and surveyor's signature and seal.
- 4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.

LINE #	BEARING	LENGTH
L1	S 00°16'11" E	16.32'
L2	S 51°48'32" W	71.88'
L3	N 38°11'28" W	3.74'
L4	N 59°45'06" W	11.64'
L5	N 17°39'56" E	24.00'
L6	N 89°43'49" E	25.76'

SHEET 2 OF 2

CS PROJECT: 8825.03

6052-IE

SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 07/30/2025

This Instrument prepared under the direction of
R. Wade Allen, Director
Polk County Real Estate Services
P.O. Box 9005, Drawer RE-01
Bartow, Florida 33831-9005
By: Melanea Hough

PRWC – ERUSA AWS Receiving Station

Parent Parcel ID No.: 282917-000000-041020

UTILITY AND ACCESS EASEMENT

THIS EASEMENT made this _____ day of _____, 2026, between **POLK COUNTY**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 988, Bartow, Florida 33831, Grantor, and the **POLK REGIONAL WATER COOPERATIVE**, a public agency and unit of special purpose government created pursuant to Chapter 189, Florida Statutes, Section 373.173, Florida Statutes, and an Interlocal Agreement with Effective Date of June 1, 2016, whose address is P.O. Box 9005, Bartow, Florida 33831, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a non-exclusive perpetual utility easement for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and maintaining a water pipeline and associated appurtenances (specifically excluding wastewater and reclaimed water facilities) on, over, upon and under the lands described in **Exhibit “A”**, together with a non-exclusive perpetual easement for the purpose of ingress, egress and access to said utility easement over the lands described in **Exhibit “B”**, all of which are subject to existing easements of record.

TO HAVE AND TO HOLD THE SAME, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted.

Grantor covenants with the Grantee that it is lawfully seized of said lands and that it has good, right and lawful authority to grant this easement.

THIS UTILITY EASEMENT IS FOR THE SPECIFIC USE OF GRANTEE ONLY AND IS NOT TO BE CONSTRUED AS A PUBLIC UTILITY EASEMENT.

[SIGNATURE PAGE FOLLOWS]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said Grantor has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said board, the day and year aforesaid.

Signed, Sealed and Delivered in the Presence of:
(Signature of Two Witnesses Required by Florida Law)

Witness

Printed Name
Address: _____

Witness

Printed Name
Address: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence this ____ day of _____, 2026 by Martha Santiago, Ed. D., as Chair of the Polk County Board of County Commissioners, on behalf of the Board. She is personally known to me or has produced _____ as identification.

(Affix Notary Seal)

GRANTOR:

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Notary Public

Print Name

Commission Expiration Date

DESCRIPTION
ERUSA-PE

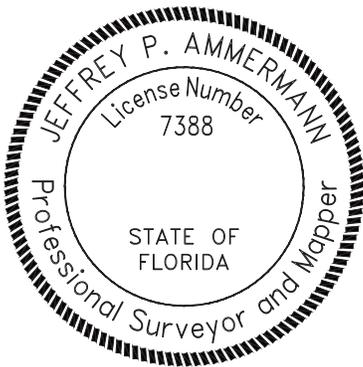
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 13055, Pages 2031 through 2033, Public Records of Polk County, Florida, located in Section 17, Township 29 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the West 1/4 of the West 1/2 of said Section 17; thence North 00°25'01" West, along the East line of said West 1/4, a distance of 1650.00 feet; thence North 89°05'57" East, parallel with the South boundary of said Section 17, a distance of 1000.00 feet to the Southwest corner of said parcel described in Official Records Book 13055, Pages 2031 through 2033; thence North 00°23'02" West, along the West line of said parcel, 967.16 feet to the intersection with the South right-of-way line of State Road 17-A (Masterpiece Road) as depicted on the Florida Department of Transportation Section Map 1667-151; thence North 89°03'51" East, along said South right-of-way line, 3.50 feet to the POINT OF BEGINNING; thence continue North 89°03'51" East, along said South right-of-way line, 11.50 feet; thence South 00°23'02" East, parallel to said West line of parcel, 64.50 feet; thence South 89°03'51" West, parallel to said South right-of-way line, 11.50 feet; thence North 00°23'02" West, parallel to said West line of parcel, 64.50 feet to the POINT OF BEGINNING. Said parcel contains 741.72 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P

Ammermann

Digitally signed by
Jeffrey P Ammermann

Date: 2025.07.30

19:06:08 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR
DESCRIPTION SKETCH, SURVEYOR'S
NOTES, AND LEGEND

CS PROJECT: 8825.03

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

ERUSA-PE

DRAWN BY: S. CHILDS

FIELD BOOK: N/A PAGE: N/A

DATE: 07/30/2025

SHEET NO. V-01

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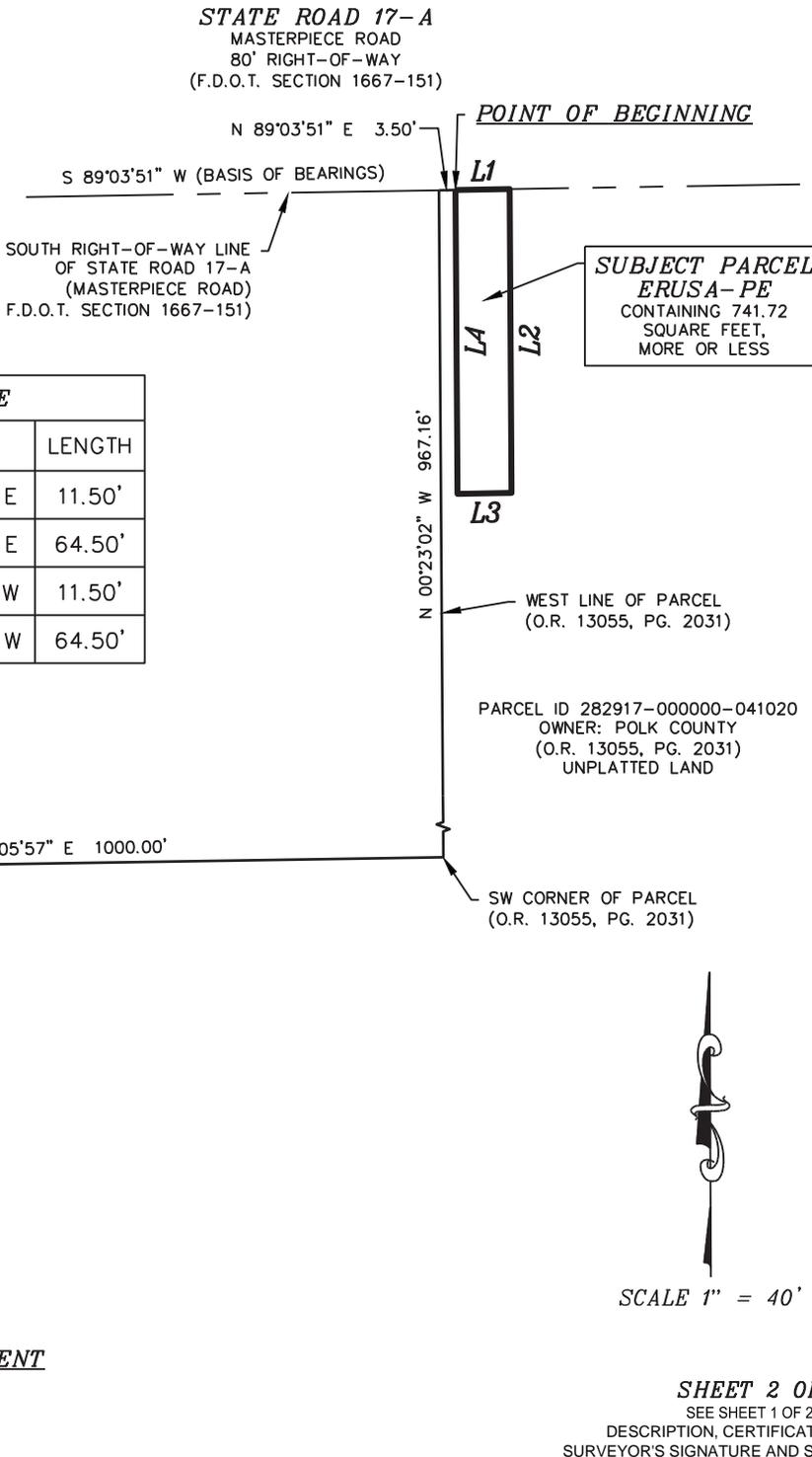
DESCRIPTION SKETCH
ERUSA-PE

LEGEND:

- ID = IDENTIFICATION
- O.R. = OFFICIAL RECORDS BOOK
- P.G. = PAGE
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South right-of-way line of State Road 17-A (Masterpiece Road), being South 89°03'51" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 89°03'51" E	11.50'
L2	S 00°23'02" E	64.50'
L3	S 89°03'51" W	11.50'
L4	N 00°23'02" W	64.50'

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR DESCRIPTION, CERTIFICATION, SURVEYOR'S SIGNATURE AND SEAL.

CS PROJECT: 8825.03
ERUSA-PE
SHEET NO. V-02

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

DRAWN BY: S. CHILDS FIELD BOOK: N/A PAGE: N/A DATE: 07/30/2025

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DESCRIPTION
ERUSA-IE

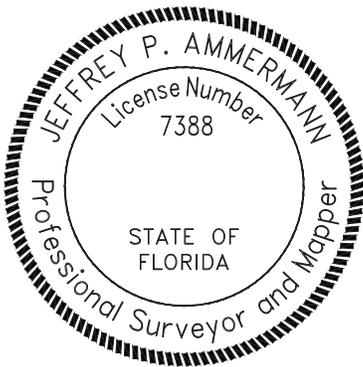
DESCRIPTION:

A parcel of land being a portion of the parcel described in Official Records Book 13055, Pages 2031 through 2033, Public Records of Polk County, Florida, located in Section 17, Township 29 South, Range 28 East, Polk County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the West 1/4 of the West 1/2 of said Section 17; thence North 00°25'01" West, along the East line of said West 1/4, a distance of 1650.00 feet; thence North 89°05'57" East, parallel with the South boundary of said Section 17, a distance of 1000.00 feet to the Southwest corner of said parcel described in Official Records Book 13055, Pages 2031 through 2033; thence North 00°23'02" West, along the West line of said parcel, 967.16 feet to the intersection with the South right-of-way line of State Road 17-A (Masterpiece Road) as depicted on the Florida Department of Transportation Section Map 1667-151; thence North 89°03'51" East, along said South right-of-way line, 15.00 feet to the POINT OF BEGINNING; thence continue North 89°03'51" East, along said South right-of-way line, 20.00 feet; thence South 00°23'02" East, parallel to said West line of parcel, 74.00 feet; thence South 89°03'51" West, parallel to said South right-of-way line, 20.00 feet; thence North 00°23'02" West, parallel to said West line of parcel, 74.00 feet to the POINT OF BEGINNING. Said parcel contains 1,480.07 square feet, more or less.

CERTIFICATION:

I hereby certify that this Description with Sketch was made under my direction and was made in accordance with Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2025.07.30
19:07:34 -04'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR
DESCRIPTION SKETCH, SURVEYOR'S
NOTES, AND LEGEND

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110 LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262	CS PROJECT: 8825.03 ERUSA-IE
DRAWN BY: S. CHILDS	FIELD BOOK: N/A PAGE: N/A DATE: 07/30/2025
SHEET NO. V-01	

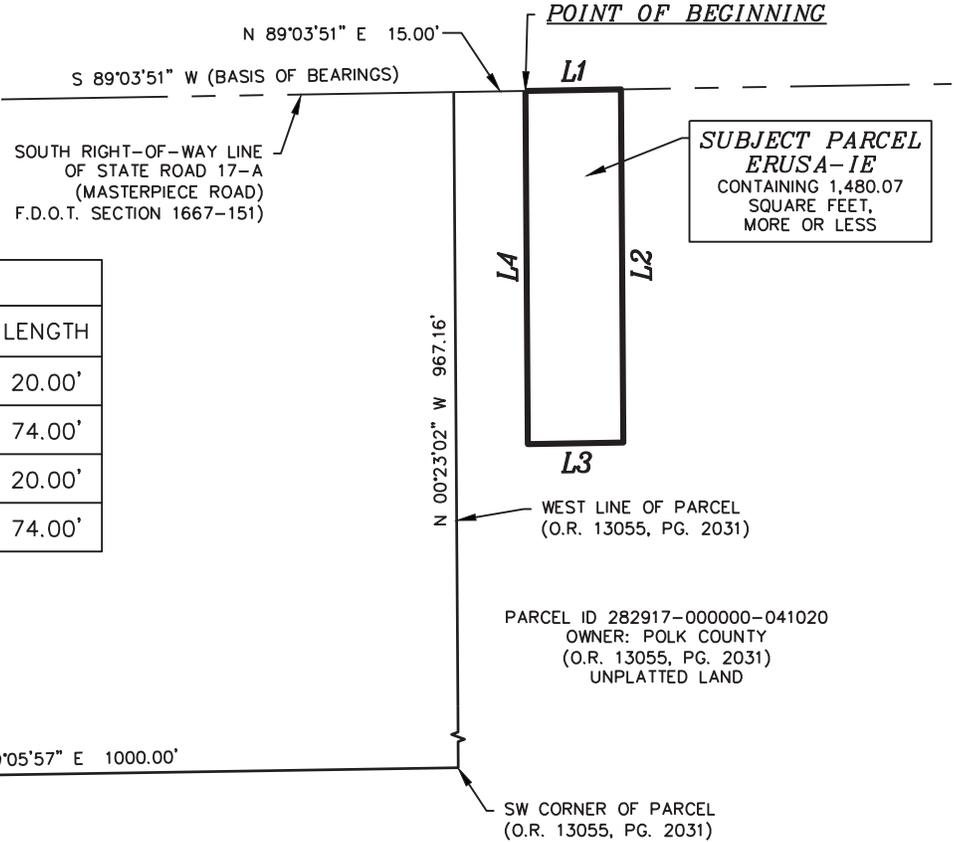
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DESCRIPTION SKETCH
ERUSA-IE

LEGEND:

- ID = IDENTIFICATION
- O.R. = OFFICIAL RECORDS BOOK
- P.G. = PAGE
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION

STATE ROAD 17-A
MASTERPIECE ROAD
80' RIGHT-OF-WAY
(F.D.O.T. SECTION 1667-151)



LINE TABLE

LINE #	BEARING	LENGTH
L1	N 89°03'51" E	20.00'
L2	S 00°23'02" E	74.00'
L3	S 89°03'51" W	20.00'
L4	N 00°23'02" W	74.00'

PARCEL ID 282917-000000-041020
OWNER: POLK COUNTY
(O.R. 13055, PG. 2031)
UNPLATTED LAND

NOTES:

- 1) This is not a Boundary survey.
- 2) Bearings are based on the South right-of-way line of State Road 17-A (Masterpiece Road), being South 89°03'51" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) The parcel identification numbers, and owner information was obtained from the Polk County Property Appraiser's website (www.polkpa.org) and is for information purposes only.



SCALE 1" = 40'

SHEET 2 OF 2
SEE SHEET 1 OF 2 FOR
DESCRIPTION, CERTIFICATION,
SURVEYOR'S SIGNATURE AND SEAL.

EAST LINE OF THE
W 1/4 OF SECTION 17
N 00°25'01" W 1650.00'
POINT OF COMMENCEMENT
SE CORNER OF THE W 1/4
OF THE W 1/2 OF SECTION 17,
TOWNSHIP 29 SOUTH,
RANGE 28 EAST

PREPARED BY: CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (888) 646-1402 - LB 262

CS PROJECT: 8825.03

ERUSA-IE

DRAWN BY: S. CHILDS

FIELD BOOK: N/A PAGE: N/A

DATE: 07/30/2025

SHEET NO. V-02

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Agenda Item E.4.

3/18/2026

SUBJECT

Approve Change Order No. 001 (Deductive) to Guaranteed Maximum Price GMP-6 with Florida Water Partners for the Southeast Wellfield Transmission Main (Action)

DESCRIPTION

Guaranteed Maximum Price GMP-6 with Florida Water Partners was approved by the Project Board on January 28, 2026 in the amount of \$32,297,597.00. GMP-6 consists of two (2) Southeast Wellfield Transmission Main construction packages (Construction Packages 2C and 3B - Exhibit "A").

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

A summary of Cooperative Purchased Materials for GMP-6 is provided in Exhibit "B". As shown in Exhibit "B", the sales tax savings for GMP-6 Change Order No. 001 is \$523,566.54 based on a total pre-tax or bid amount of \$8,723,609.06 for ductile iron ("DI") pipe (Construction Packages 2C & 3B) and high density polyethylene ("HDPE") pipe (Construction Package 2C only). Change Order No. 001 deducts the total material cost of \$9,247,175.60 from GMP-6 to allow the Cooperative to direct-purchase these materials, resulting in a revised Guaranteed Maximum Price of \$30,026,089.40. A subsequent deductive change order will be required for the direct purchase of HDPE pipe for Construction Package 2C.

In accordance with the CMAR Agreement, the Contractor (i.e., Florida Water Partners) remains responsible for shop drawings, placing ordering, taking delivery, installation/testing of materials, and warranties. Additionally, the Cooperative is not liable for interruption or delays, defects or other problems associated with Cooperative Purchased Material.

RECOMMENDATION

Approve Change Order No. 001 (Deductive) to Guaranteed Maximum Price GMP-6 with Florida Water Partners for the Southeast Wellfield Transmission Main.

FISCAL IMPACT

Tax savings in the amount of \$523,566.54.

CONTACT INFORMATION

Mark Addison

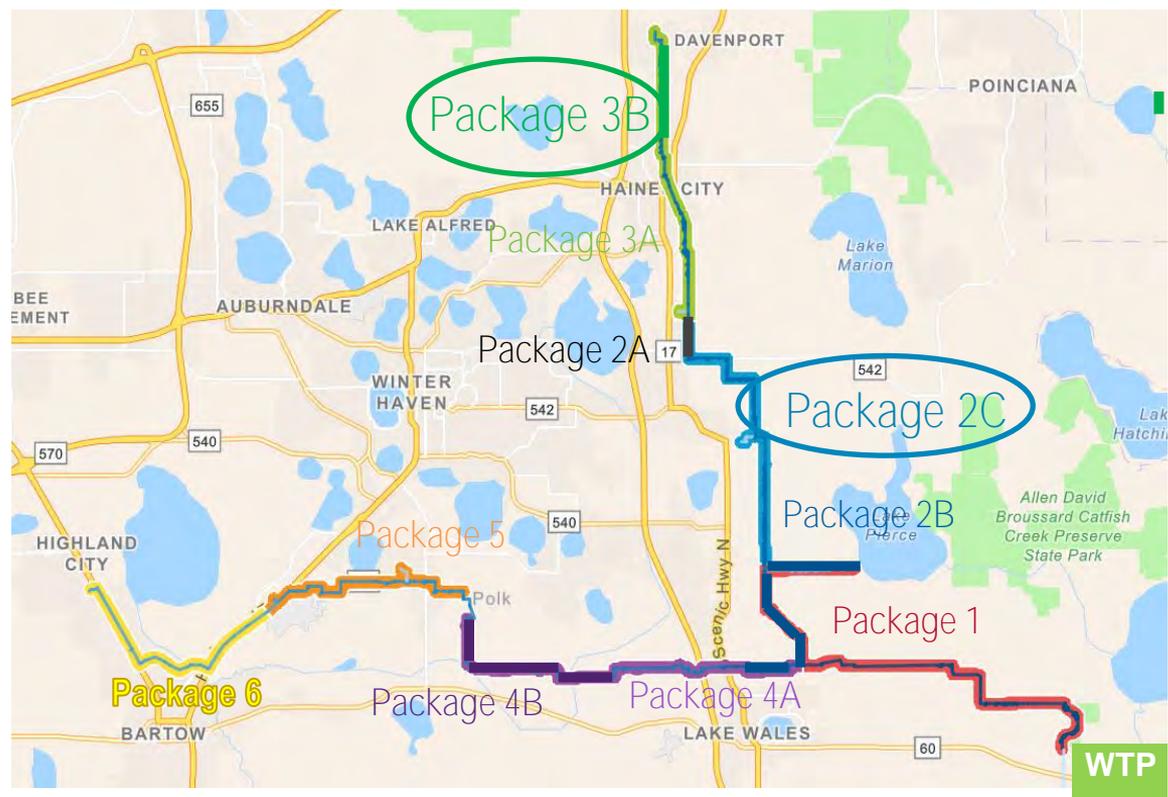


Exhibit "B" GMP-6 Owner Direct Purchase Spreadsheet

Construction Package	Material	Vendor/Supplier	GMP Deduct	Pre-Tax Amount	Sales Tax Savings
2C	HDPE Pipe	Ferguson	\$ 486,931.68	\$ 459,322.34	\$ 27,609.34
2C	DI Pipe	U.S. Pipe	\$ 7,804,615.46	\$ 7,362,797.60	\$ 441,817.86
3B	DI Pipe	U.S. Pipe	\$ 955,628.46	\$ 901,489.12	\$ 54,139.34
Totals			\$ 9,247,175.60	\$ 8,723,609.06	\$ 523,566.54

EXHIBIT "H"

CHANGE ORDER

POLK REGIONAL WATER COOPERATIVE
SE WELLFIELD GMP-6

Cooperative _____
Engineer _____
Contractor _____

PROJECT:

CHANGE ORDER NO: 001

GUARANTEED MAXIMUM PRICE GMP-6
SETM CONSTRUCTION PACKAGES 2C & 3B

INITIATION DATE: 03/18/26

TO CONTRACTOR:

PROJECT NO: GMP-6

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

CONTRACT DATE: 01/28/26

The contract is changed as follows:

Deductive change order in the amount of \$9,247,175.60 for the Owner Direct Purchase of pipe for SE Transmission Main Construction Packages 2C & 3B.

The original Guaranteed Maximum Price was.....	\$39,273,265.00
Net Change by previously authorized Change Orders.....	\$ 0
The Guaranteed Maximum Price prior to this change order was.....	\$39,273,265.00
The Guaranteed Maximum Price will be (increased) decreased (unchanged) by this Change Order in the amount of.....	\$ 9,247,175.60
The new Guaranteed Maximum Price including this Change Order will be.....	\$30,026,089.40
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.



Polk Regional Water Cooperative

Agenda Item F.1.

3/18/2026

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 (Action)

Agenda Item F.2.

3/18/2026

SUBJECT

Accept the Independent Auditors Report for Fiscal Year 2025 (Action)

DESCRIPTION

Mike Brynjulfson, Brynjulfson CPA, P.A. will present the Executive Summary of Independent Audit results for Fiscal Year ending September 30, 2025.

The Polk Regional Water Cooperative received an Unmodified (“Clean”) Opinion of its financial statements. The financial statements were free of material errors and were presented in accordance with Generally Accepted Accounting Principles (GAAP). The Auditors were able to determine that the actions taken by the Board were represented fairly by the financial transactions. In addition to the audit of the financial statements, the auditors are required to perform compliance testing for Federal and State funds received. One finding was noted for the State regarding adding the FDEP and SWFWMD as additional insureds on the County of Polk insurance policy which has been resolved.

RECOMMENDATION

Accept the FY 2025 Audit Report.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Mike Brynjulfson

Laura Guy-Rice

POLK REGIONAL WATER COOPERATIVE

EXECUTIVE SUMMARY OF THE SEPTEMBER 30, 2025 INDEPENDENT AUDIT RESULTS

(1) Independent Auditor's Report (Page 1-3):

- Type of Opinion Issued: Unmodified ("Clean") Opinion
- Financial statements are free of material errors and are presented in accordance with Generally Accepted Accounting Principles (GAAP).
- Fair representation of what happened during the year.

(2) Report on Internal Control and Compliance (Page 25-26):

- No internal control findings.
- No noncompliance reported.
- All prior year findings corrected.

(3) Report on Compliance with Section 218.415, Florida Statutes (Page 35):

- The Cooperative was in compliance with Section 218.415, Florida Statutes which provides rules for local government investments and investment policies.

(4) Report on Federal and State Loan/Grant Compliance and Internal Control over Compliance (Federal and State Single Audit Report) (Page 27-29):

- No material weaknesses in internal control over compliance identified.
- Type of Opinion on Compliance: Unmodified ("Clean") opinion.
- One instance of noncompliance noted (2025-01, page 31) related to naming of the SWFWMD and FDEP as additional insured parties on the PRWC insurance policies. This was corrected by management immediately.

(5) Management Letter (Page 32-34):

- No adverse findings or recommendations.

(6) Governance Letter (separate report):

- No disagreements with management.
- No difficulties encountered while performing our audit.
- No material audit adjustments.

(1) - Required by AICPA auditing standards

(2) - Established by the Comptroller General of the United States and required by Rules of the Auditor General

(3) - Required by Rules of the Auditor General

(4) - Required by Title 2 CFR Part 200 (Federal Uniform Guidance), Section 215.97, Florida Statutes and Rules of the Auditor General.

Polk Regional Water Cooperative

Report to the Members of the Board of Directors
required by AICPA auditing standards section

AU-C Section 260 – *The Auditor's Communication with Those Charged with Governance*

March 9, 2026

To the Members of the Board of Directors
Polk Regional Water Cooperative

We have audited the basic financial statements of the Polk Regional Water Cooperative (the “Cooperative”) as of and for the year ended September 30, 2025 and have issued our report thereon dated March 9, 2026. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our engagement letter dated August 11, 2025 (signed on September 17, 2025). Professional standards require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices:

Accounting policies: Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Cooperative are described in note 1 to the financial statements. There have not been any initial selections of, or changes in, significant accounting policies during the year.

We noted no transactions entered into by the Cooperative during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates: Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most significant estimate affecting the Cooperative’s financial statements were:

- Management estimates that approximately \$9,920,000 in costs will be reimbursed by Florida Department of Environmental Protection grant LPA0212 based on a review of costs incurred but not yet reimbursed as of September 30, 2025.

Financial Statement Disclosures: The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit: We encountered no significant difficulties in dealing with management while performing and completing our audit.

Disagreements with Management: For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements: Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit’s financial statements taken as a whole.

Management Representations: We have requested certain representations from management that are included in the management representation letter dated March 9, 2026.

Management Consultations with Other Independent Accountants: Management has consulted with CliftonLarsonAllen, LLP with regards to general accounting matters for the year ending September 30, 2025. We are aware that management consults with CliftonLarsonAllen, LLP on general accounting matters which can have a direct and material impact on the financial statements of the Cooperative.

Other Matters: We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Cooperative's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

We applied certain limited procedures to *management's discussion and analysis*, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the *schedule of revenues and expenses – budget to actual – admin* and the *schedule of expenditures of federal awards and state financial assistance* which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Use of audit report and audited financial statements in other documents: Our auditor's opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

This information is intended solely for the use of the Members of the Board of Directors and the Member Governments of the Polk Regional Water Cooperative and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
March 9, 2026



FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2025

**POLK REGIONAL WATER COOPERATIVE
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INDEPENDENT AUDITOR'S REPORT

To the Members of the Board of Directors
Polk Regional Water Cooperative

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Polk Regional Water Cooperative (the "Cooperative"), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Cooperative's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Cooperative as of September 30, 2025, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Cooperative and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Cooperative's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 8 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinion on the financial statements that collectively comprise the Cooperative's basic financial statements. The *schedule of revenues and expenses – budget to actual – admin* and the *schedule of expenditures of federal awards and state financial assistance*, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.550, Rules of the Auditor General and Section 215.97, *Florida Statutes* (collectively the "Supplementary Information"), are presented for purposes of additional analysis and is not a required part of the basic financial statements.

This Supplementary Information is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2026 on our consideration of the Cooperative's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Cooperative's internal control over financial reporting and compliance.

Other Reporting Required by Chapter 10.550, Rules of the Auditor General

In accordance with *Chapter 10.550, Rules of the Auditor General*, we have also issued our report dated March 9, 2026 on our examination of compliance with requirements of Section 218.415, *Florida Statutes*. The purpose of that report is to describe the scope of our examination and the issuance of an opinion on Cooperative's compliance with requirements of Section 218.415, *Florida Statutes*.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
March 9, 2026

**POLK REGIONAL WATER COOPERATIVE
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2025**

The Polk Regional Water Cooperative (Cooperative) Management's Discussion and Analysis presents an overview of the Cooperative's financial activities for the fiscal year ended September 30, 2025. This discussion is separated into five sections which should be considered in conjunction with the financial statements presented in this report.

- Financial Highlights
- Overview of the Financial Statements
- Financial Summaries and Analysis
- Capital Asset and Debt Activity
- Economic Factors and Subsequent Budget Impacts

FINANCIAL HIGHLIGHTS

Highlights of financial activity for year ended September 30, 2025 are presented in comparison to the prior year.

- Operating revenues increased \$1,915,255, or 32%
- Operating expenses decreased \$656,213, or 36%
- Capital assets increased by \$92,357,462, or 154%
- Net position increased by \$67,900,717, or 291%

OVERVIEW OF THE FINANCIAL STATEMENTS

The Cooperative is a unit of special purpose government of the State of Florida with focus being on regional water projects for Polk County. With the Cooperative being a limited purpose government, financial reports consist of only one Fund which is proprietary due to its business-like nature. Basic financial statements consist of financial reports, notes to the financial statements and supplementary information to provide a comprehensive overview of the financial activities of the Cooperative.

The two financial statements that present the financial position and results of operations of the Cooperative for the fiscal year are: the *Statement of Net Position* and the *Statement of Revenues, Expenses and Changes in Net Position*. These statements are prepared on the full-accrual basis of accounting which recognizes revenue when earned and expenses when incurred, regardless of cash receipt or outlay.

The *Statement of Net Position* presents financial information at the end of the fiscal year on all of the Cooperative's assets, liabilities and deferred inflows or outflows of resources with the difference reported as net position. Over time, positive or negative changes in net position can serve as a valuable indicator of the financial position of the Cooperative.

The *Statement of Revenues, Expenses and Changes in Net Position* reports on how the Cooperative's net position changed during the fiscal year presented. Changes in net assets are reported as soon as the underlying event causing the change occurs, regardless of the timing of related cash flows. Therefore, revenues and expenses are reported that will impact future cash flows.

Notes to the financial statements provide additional information that are essential for a more complete understanding of the data provided in the financial reports. The notes are found following the financial statements.

**POLK REGIONAL WATER COOPERATIVE
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2025**

Following the basic financial statements and accompanying notes, supplementary information is included for a budget to actual comparison and on federal and state assistance.

FINANCIAL SUMMARIES and ANALYSIS

The Cooperative financial statements provide long-term and short-term information about its overall financial condition which is the subject of the following analysis.

Net position. Over time, net position can serve as a useful indicator of the Cooperative's financial position. In total, assets exceeded liabilities by \$91,262,543 at September 30, 2025, representing an increase of \$67,900,717 over prior year primarily due to the increase in capitalized assets.

Capital assets total \$152,137,076 comprised of land and construction in progress, representing an increase of \$92,357,462 during the year.

Other assets total \$140,758,115, comprised of restricted and unrestricted cash of \$85,728,998, receivables of \$55,012,856 and prepayments for insurance and legal of \$16,261. Other assets decreased in total by \$21,522,174 during the year primarily due to use of restricted cash for capital needs.

Current liabilities total \$16,252,517, consisting of accounts and construction payable and for current portion of long-term debt. The increase in total of \$6,138,794 is primarily for construction commitments due at end of year and for current debt service.

Noncurrent liabilities total \$185,380,131, consisting of a line of credit, bonds payable and state revolving funds. The decrease in total of \$3,204,223 is primarily due to the paydown of the line of credit and initial debt service payment on a state revolving fund issuance.

A significant portion of the Cooperative's net position, \$39,220,637 or 43%, is the net investment in capital assets (e.g., land and construction in progress) which is reported net of related debt. Since capital assets are primarily used to facilitate services for members, these are not available for future spending. Although investment in capital assets is reported net of related debt, the resources needed to repay this debt must be provided by other resources since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted accounts for .2% of net position arising from external restrictions on indebtedness. The remainder of net position, or approximately 57%, is available for unrestricted purposes.

**POLK REGIONAL WATER COOPERATIVE
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2025**

A summary of the Cooperative's Statement of Net Position as of September 30, 2025 and September 30, 2024 is presented in the following.

SUMMARY STATEMENT OF NET POSITION

	September 30,		Dollar Variance	Percent Variance
	2025	2024		
ASSETS				
Capital assets	\$ 152,137,076	\$ 59,779,614	\$ 92,357,462	
Other assets	140,758,115	162,280,289	(21,522,174)	
Total assets	<u>292,895,191</u>	<u>222,059,903</u>	<u>70,835,288</u>	32%
LIABILITIES				
Current liabilities	16,252,517	10,113,723	6,138,794	
Noncurrent liabilities	185,380,131	188,584,354	(3,204,223)	
Total liabilities	<u>201,632,648</u>	<u>198,698,077</u>	<u>2,934,571</u>	1%
NET POSITION				
Net investment in capital assets	39,220,637	1,249,447	37,971,190	
Restricted	192,077	-	192,077	
Unrestricted	51,849,829	22,112,379	29,737,450	
Total net position	<u>91,262,543</u>	<u>23,361,826</u>	<u>67,900,717</u>	291%
Total liabilities and net position	<u>\$ 292,895,191</u>	<u>\$ 222,059,903</u>	<u>\$ 70,835,288</u>	32%

Changes in net position. Net position increased by \$67,900,717 during the fiscal year presented resulting in an ending balance of \$91,262,543 at September 30, 2025. Highlights of changes in net position are provided in the following.

Operating revenues increased in total by \$1,915,255, or 32%, primarily due to the increase in member funding from water charges.

Total operating expenses decreased by \$656,213, or 36%, primarily due to a decrease in non-capitalizable project expenses incurred.

Nonoperating revenues (expenses) decreased \$1,269,341, or 78%, primarily due to decline in interest earned on the lower restricted cash balance.

Capital contributions increased \$52,801,504, or 470%, due to the increase in capital funding attributable to the increase in capital project activity.

**POLK REGIONAL WATER COOPERATIVE
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2025**

A summary of the Cooperative's Statement of Revenues, Expenses and Changes in Net Position as of September 30, 2025 and September 30, 2024 is presented in the following.

SUMMARY STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

	September 30,		Dollar	Percent
	2025	2024	Variance	Variance
OPERATING REVENUES				
Member funding revenue	\$ 7,031,590	\$ 3,742,809	\$ 3,288,781	
Member project contributions	205,283	1,407,291	(1,202,008)	
Project grant revenue	672,431	751,686	(79,255)	
Miscellaneous revenue	7,429	24,692	(17,263)	
Conservation grant revenue	-	75,000	(75,000)	
Total operating revenues	<u>7,916,733</u>	<u>6,001,478</u>	<u>1,915,255</u>	32%
OPERATING EXPENSES				
Project expenses	705,210	1,548,200	(842,990)	
Legal	45,748	17,733	28,015	
Outside contract services	183,142	125,407	57,735	
Conservation grant expense	-	14,525	(14,525)	
Accounting	53,837	53,546	291	
Auditing	41,613	35,000	6,613	
Other operating expenses	112,361	3,713	108,648	
Total operating expenses	<u>1,141,911</u>	<u>1,798,124</u>	<u>(656,213)</u>	-36%
OPERATING INCOME (LOSS)	6,774,822	4,203,354	2,571,468	61%
NONOPERATING REVENUES (EXPENSES)				
Interest expense and other fiscal charges	(6,897,659)	(6,729,467)	(168,192)	
Interest income	3,992,101	5,093,250	(1,101,149)	
Total nonoperating revenues (expenses)	<u>(2,905,558)</u>	<u>(1,636,217)</u>	<u>(1,269,341)</u>	78%
CAPITAL CONTRIBUTIONS	64,031,453	11,229,949	52,801,504	470%
CHANGE IN NET POSITION	67,900,717	13,797,086	54,103,631	392%
NET POSITION BEGINNING	23,361,826	9,564,740	13,797,086	
NET POSITION ENDING	<u>\$ 91,262,543</u>	<u>\$ 23,361,826</u>	<u>\$ 67,900,717</u>	

CAPITAL ASSETS and DEBT ACTIVITY

Capital Assets. The Cooperative's capital assets as of September 30, 2025 total \$152,137,076. Capitalized assets increased by \$92,357,462 for the fiscal year due to increase in land acquisitions and construction activities for the Southeast and West Polk projects.

While the Cooperative is in early stages of construction and in its extensive capital asset program, assets have not been put in operation and therefore, no depreciation has been recorded as of the end of the fiscal year. Non-depreciating capital assets are comprised of land of \$21,757,318 and construction in progress of \$130,379,758.

**POLK REGIONAL WATER COOPERATIVE
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2025**

The Cooperative has secured FDEP SRF and EPA WIFIA loans, as well as state grants and other co-funding to support and fund the design and construction of regional water supply facilities under the Central Florida Water Initiative plan. There is currently no known debt limitation that may affect the financing of planned facilities and no changes to the Cooperative's initial credit rating.

A summary of capital asset by fiscal year can be found in Note 3 of this report.

Long-term debt. Due to being a relatively new entity, the Cooperative does not have a history of long-established ratings. The last rating received was from S&P Global Ratings a BBB+, which is considered stable.

At the end of the fiscal year, the Cooperative had total debt outstanding of \$188,731,425, consisting of a line of credit, three state revolving funds and a water revenue bond issuance.

Debt in total decreased \$1,290,579 due to paydown of the line of credit offset from loan proceeds received from the state revolving fund issuances.

Additional information regarding the Cooperative's long-term debt can be found in Note 6 of this report.

ECONOMIC FACTORS and SUBSEQUENT BUDGET IMPACTS

Polk County, which is served by the Cooperative, is in a fast growth area of Florida with anticipated annual population growth of 3% annually. Growth experienced in Polk County is expected to continue and outperform state and national averages. In addition to population growth, Polk County is experiencing infrastructure and business expansion. Polk County is strategically located between Tampa and Orlando with access to major interstates making it a logistics and distribution hub. The proximity to the Orlando tourism industry positively impacts the Central Florida economy, including Polk County.

Polk County's growth and public water demands have led to restricted groundwater water supply from the Upper Florida Aquifer. The Cooperative was created to plan, design and develop alternative water supply projects for future sustainable water supply needs under the Central Florida Water Initiative.

The Cooperative maintains five separate budgets: Administration, Conservation, Combined Projects, Southeast and West Polk for a total of \$203,491,370 for fiscal year 2026. During the preparation of the fiscal year 2026 budgets, expenditures for Administration and Conservation were based on projected needs. The budgets for Combined Projects, Southeast and West Polk were forecasted based on anticipated construction costs. Grants, co-funding and member payments are the primary sources of funding for these budgets.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Cooperative finances for all those with an interest in its financial operations. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Cooperative's Finance Manager, 330 W. Church Street, P.O. Box 9005, Drawer CA01, Bartow, FL 33831-9005.

**POLK REGIONAL WATER COOPERATIVE
STATEMENT OF NET POSITION
SEPTEMBER 30, 2025**

ASSETS

Current assets:	
Cash and cash equivalents	\$ 8,957,205
Accrued interest	238,572
Prepaid expenses	16,261
Due from other governments	44,156,312
Total current assets	<u>53,368,350</u>
Noncurrent assets:	
Restricted assets:	
Cash and cash equivalents	76,771,793
Due from members	10,617,972
Capital assets:	
Non-depreciable	152,137,076
Total noncurrent assets	<u>239,526,841</u>
TOTAL ASSETS	<u>292,895,191</u>

LIABILITIES

Current liabilities:	
Accounts payable	752,053
Construction payable	12,134,435
Accrued interest payable	14,735
Bonds and notes payable, current	3,351,294
Total current liabilities	<u>16,252,517</u>
Noncurrent liabilities:	
Bonds and notes payable, noncurrent portion	185,380,131
Total noncurrent liabilities	<u>185,380,131</u>
TOTAL LIABILITIES	<u>201,632,648</u>

NET POSITION

Net investment in capital assets	39,220,637
Restricted for:	
Debt service	192,077
Unrestricted	51,849,829
TOTAL NET POSITION	<u>\$ 91,262,543</u>

**POLK REGIONAL WATER COOPERATIVE
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
YEAR ENDED SEPTEMBER 30, 2025**

OPERATING REVENUES:	
Member funding revenue	7,031,590
Member project contributions	205,283
Project grant revenue	672,431
Miscellaneous revenue	7,429
Total operating revenues	7,916,733
OPERATING EXPENSES:	
Project expenses	705,210
Legal	45,748
Outside contract services	183,142
Accounting	53,837
Auditing	41,613
Other operating expenses	112,361
Total operating expenses	1,141,911
OPERATING INCOME	6,774,822
NONOPERATING REVENUE (EXPENSE)	
Interest expense and other fiscal charges	(6,897,659)
Interest income	3,992,101
Total nonoperating revenues (expense)	(2,905,558)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	3,869,264
CAPITAL CONTRIBUTIONS	
Project grant revenue	64,031,453
Total capital contributions	64,031,453
CHANGE IN NET POSITION	67,900,717
NET POSITION, beginning of year	23,361,826
NET POSITION, end of year	\$ 91,262,543

**POLK REGIONAL WATER COOPERATIVE
STATEMENT OF CASH FLOWS
YEAR ENDED SEPTEMBER 30, 2025**

CASH FLOWS FROM OPERATING ACTIVITIES:

Receipts from members	\$	7,031,590
Receipts from other governments		672,431
Other cash receipts		7,429
Payments for goods and services		<u>(1,174,833)</u>
Net cash flows from operating activities		<u>6,536,617</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:

Loan proceeds		205,283
Net cash flows from noncapital financing activities		<u>205,283</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

Acquisition and construction of capital assets, net of related payables		(88,116,420)
Loan proceeds		5,274,888
Principal paid on long-term debt		(6,770,750)
Interest paid on borrowings		(6,882,924)
Capital grants received, net of change in related receivable		<u>26,717,092</u>
Net cash flows from capital and related financing activities		<u>(69,778,114)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest on deposits		<u>4,153,769</u>
Net cash flows from investing activities		<u>4,153,769</u>

NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS (58,882,445)

CASH AND CASH EQUIVALENTS, beginning of year 144,611,443

CASH AND CASH EQUIVALENTS, end of year \$ 85,728,998

As shown in the Accompanying Financial Statements

Cash and cash equivalents	\$	8,957,205
Restricted cash and cash equivalents		<u>76,771,793</u>
Total cash and cash equivalents	\$	<u>85,728,998</u>

Noncash financing and investing activities:

Capital acquisitions on account	\$	<u>4,241,042</u>
---------------------------------	----	------------------

Reconciliation of operating income (loss) to net cash provided (used) by operating activities:

Operating income (loss)	\$	6,774,822
Adjustments to reconcile operating income to net cash provided (used) by operating activities:		
(Increase) decrease in amounts due from members		(205,283)
(Increase) decrease in prepaid expenses		(2,295)
Increase (decrease) in accounts payable		<u>(30,627)</u>
Net cash flows from operating activities	\$	<u>6,536,617</u>

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Cooperative conform to accounting principles generally accepted in the United States of America as applicable to governments. The following is a summary of the more significant accounting principles and policies used in the preparation of these financial statements.

Organization

The Polk Regional Water Cooperative (Cooperative) was created on April 1, 2016 by an interlocal agreement between the City of Auburndale, City of Bartow, City of Davenport, City of Eagle Lake, City of Fort Meade, City of Frostproof, City of Haines City, City of Lake Alfred, City of Lakeland, City of Lake Wales, City of Mulberry, Polk City, City of Winter Haven, Town of Dundee, Town of Lake Hamilton and Polk County in accordance with Chapters 163 and 373 of the Florida Statutes.

Each local government which bound in execution of the interlocal agreement is considered a Member Government.

The Cooperative is devoted to encourage the development of fully integrated, robust public water supply systems comprised of diverse sources managed in a manner that take full advantage of Florida's intense climatic cycles to ensure reliable, sustainable and drought resistant systems which maximize the use of alternative water supplies to the greatest extent practicable. The Cooperative will evaluate, plan and implement water projects and coordinate partnerships with other water users (agriculture, mining, industry and commercial).

The Cooperative's governing body is comprised of one Director appointed by each Member Government, who is a sitting member of a Member Government. Reappointments shall be made when necessary to ensure continuous representation of the Member Governments. Appointment to the Board of Directors shall be effective only for so long as the appointing government is a Member Government. These financial statements present the financial statements of the Cooperative and are not meant to represent any of the Member Organizations as a whole.

Component Unit

Criteria for determining if other entities are potential component units of the Cooperative that should be reported with the Cooperative's basic financial statements are identified and described in GASB Cod. Sec. 2100. The application of these criteria provides for identification of any entities for which the Cooperative is financially accountable and other organizations for which the nature and significance of their relationship with the Cooperative are such that exclusion would cause the Cooperative's basic financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of the Cooperative.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation, Measurement Focus and Basis of Accounting

The accounts of the Cooperative are organized and reported as a proprietary fund type – Enterprise fund. Enterprise funds are used to report an activity for which a fee is charged to external users for goods or services.

The financial statements are reported using the economic measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flows.

Proprietary funds distinguish between operating revenues and expenses from non-operating items. The operating revenues of the Cooperative consist of member dues and funds received from grantor organizations. Operating expenses include the costs to support the operations and noncapital costs of the combined water projects of the Cooperative. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Net Position

Net position is classified into three components:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets. Deferred outflows of resources and deferred inflows of resources that are attributable to the acquisition, construction or improvement of those assets or related debt are also included in this component of net position. If there are significant unspent related debt proceeds or deferred inflows of resources at the end of the reporting period, the portion of the debt or deferred inflows of resources attributable to the unspent amount is not included in the calculation of net investment in capital assets but is included in the same net position component as the unspent proceeds.

Restricted – This component consists of net position whose use is subject to external constraints (such as through debt covenants) by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position – This component consists of net position elements that do not meet the definition of restricted or net investment in capital assets.

When the Cooperative incurs any expense where it can use both restricted and unrestricted funds the cooperative will first use restricted funds.

Budgetary Requirements

Budgets are prepared in accordance with Section 189.06, Florida Statutes on an annual basis and used as a management tool throughout the accounting cycle. Budgets are not, however, legally adopted nor legally required for financial statement presentation.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

The Cooperative considers all highly-liquid short term investment instruments with an original maturity of three months or less to be cash equivalents.

Investments

The Cooperative is allowed to invest excess public funds pursuant to the guidelines established in their investment policy. Accordingly, the Cooperative is authorized to invest excess public funds in the following instruments: U.S. government securities, U.S. government agencies, federal instrumentalities, mortgage-backed securities, non-negotiable certificates of deposit, repurchase agreements, commercial paper, corporate notes, bankers' acceptances, state and/or local government debt, supnationals, money market mutual funds, and local government investment pools.

On September 30, 2025 and during the year then ended, the Cooperative held no investments.

Capital Assets

Capital assets are defined by the Cooperative as tangible assets of significant value of more than \$5,000 and a useful life that extends beyond one year. Such assets are recorded at historical cost if purchased or constructed and at an estimated historical cost where no historical records exist. Donated capital assets are recorded at estimated acquisition value at the date of donation.

Due from Members

Accounts receivable are shown at their net realizable value and reduced by an allowance for uncollectible accounts, if any.

Due from Other Governments

Amounts due from other governments consist primarily of reimbursement-based grant funding and amounts due from member governments. The Cooperative recognizes grant reimbursement receivables when eligible expenditures have been incurred and all applicable eligibility requirements have been met in accordance with the underlying grant agreements. Amounts recorded as grant reimbursements receivable represent costs incurred through year-end that are pending submission and/or approval under the reimbursement process. Management believes these amounts are supported by eligible costs and are expected to be collected during the subsequent fiscal year as reimbursement requests are processed.

Member Funding Revenue

Member funding revenue amounts and related allocations are set through the annual budget approved by the Board of Directors. These budgets provide for administrative operating costs, conservation grants and initiatives, member water charges, and other periodic expenses not covered by other funding sources.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONCLUDED)

Member Funding Revenue (continued)

Member Water Charges: The Cooperative implemented member water charges to fund operational and debt service costs of the Cooperative. The member water charge consists of a *base rate charge* to pay all fixed costs, and a *water use rate* to pay the Cooperative's variable operation and maintenance costs. The costs are estimated and allocated to participating members and billed at the beginning of each year. The Cooperative will perform a retrospective review by comparing the original estimated member water charges to the actual costs incurred during each year and any differences between the initial estimate and the actual costs will be applied to the member charges for the upcoming fiscal year. The Cooperative considers these nonexchange revenues because the value received is not equivalent to water charge and is recognized as revenue when all eligibility requirements are met, which is at the beginning of each fiscal year.

Member Project Contribution

These funds are being drawn down through SRF DW532000 and the members will then repay the liability through the allocated portion identified in the interlocal agreements. As the funds are drawn down, a revenue and receivable are recorded from the members and reported as a noncurrent asset on the statement of net position.

Operating Revenue and Expense

Operating revenues and expenses generally result from providing and producing and delivering goods and services in connection with an enterprise fund's principal ongoing operations. The principal operating revenues consist of Member Funding Revenue, Member Project Contributions, Noncapital Project Grant Revenue, and Conservation Grant Revenue. Operating expenses for the Cooperative include noncapital project costs, legal and administrative fees.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America, as applicable to government entities, requires management to make use of estimates that affect the reported amounts in the financial statements. Actual results could differ from estimates.

NOTE 2 CASH AND DEPOSITS

Custodial credit risk is defined as the risk that, in the event of failure of the counterparty, the Cooperative would not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. The Cooperative does not have a formal policy for custodial credit risk.

All cash deposits are carried at cost and are in financial institutions whose deposits are insured by the Federal Deposit Insurance Corporation (FDIC) and collateralized. Florida Statutes Chapter 280 sets forth the qualifications and requirements that a financial institution must meet in order to become a qualified public depository. The Statute also defines the amount and type of collateral that must be pledged in order to remain qualified.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 2 CASH AND DEPOSITS (CONCLUDED)

Section 280.17, Florida Statutes requires deposits of governmental entities be made only with Qualified Public Depositories (QPD's). Public funds on deposit in QPD's are protected against loss due to insolvency by: (1) federal deposit insurance; (2) the pledge of securities as collateral; and (3) a contingent liability agreement that allows the Chief Financial Officer of the state of Florida to assess QPD's if the securities pledged by an insolvent QPD are insufficient. The agreement for collateralization of public funds is with the state of Florida and not with the Cooperative. Similar to FDIC, the state of Florida is guaranteeing the deposit.

On September 30, 2025, the carrying amount of the Cooperative's unrestricted cash deposits was \$8,957,205 and the balance per the bank was \$10,177,383.

Restricted cash of \$76,771,793 is for the financing of the costs of the Southeast Wellfield Project and the West Polk Wellfield (collectively the "2023 Project") and for the payment of debt service. These funds are held in an FDIC-insured interest-bearing collateralized deposit account. The funds are insured up to FDIC limits and the collateral is comprised of U.S. bonds or obligations, and/or bonds or obligations guaranteed as to principal and interest by the United States.

The Cooperative did not have any investments on September 30, 2025.

NOTE 3 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2025, was as follows:

	Balance October 1, 2024	Increases	Decreases	Balance September 30, 2025
	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Capital assets, not being depreciated:				
Land	\$ 10,028,216	\$ 11,729,102	\$ -	\$ 21,757,318
Construction-in-progress	<u>49,751,398</u>	<u>80,628,360</u>	-	<u>130,379,758</u>
Total capital assets, not being depreciated	<u>\$ 59,779,614</u>	<u>\$ 92,357,462</u>	\$ -	<u>\$ 152,137,076</u>

As of September 30, 2025, the Cooperative's capital assets consist primarily of land and construction in progress; accordingly, depreciation expense was \$0 for the year ended September 30, 2025.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 4 DUE FROM MEMBERS

Member receivables consist of the following on September 30, 2025:

Polk County	\$ 3,757,024
City of Lakeland	2,883,492
City of Winter Haven	1,098,564
City of Auburndale	815,958
City of Bartow	797,878
City of Haines City	592,539
City of Lake Wales	364,354
Town of Dundee	258,040
City of Fort Meade	50,123
Total	<u>\$ 10,617,972</u>

No allowance was recorded as all receivables were deemed collectible.

NOTE 5 DUE FROM OTHER GOVERNMENTS

The Cooperative's due from other governments on September 30, 2025 is summarized as follows:

- Grant reimbursements receivable (reimbursement-based grants in process) of approximately \$43,650,000.
- Amounts due from member governments for funding revenues of approximately \$506,000.

Management has evaluated the collectability of amounts due from other governments and believes the balances are fully collectible; accordingly, no allowance for uncollectible amounts has been recorded as of September 30, 2025.

NOTE 6 LONG TERM DEBT

The following is a summary of changes in long-term debt for the year ended September 30, 2025:

	Balance October 1, 2024	Increases	Decreases	Balance September 30, 2025	Amounts Due within One Year
Long-term liabilities:					
Bonds and notes payable:					
Line of credit	\$ 6,154,595	\$ 1,217,522	\$ (6,154,595)	\$ 1,217,522	\$ 1,217,522
State Revolving Fund DW532000	10,412,689	205,283	-	10,617,972	-
State Revolving Fund DW532001	18,754,110	3,611,549	(616,155)	21,749,504	2,133,772
State Revolving Fund DW532002	362,302	445,817	-	808,119	-
Water Revenue Bond, Series 2023C	154,338,308	-	-	154,338,308	-
Total bonds and notes payable:	<u>190,022,004</u>	<u>5,480,171</u>	<u>(6,770,750)</u>	<u>188,731,425</u>	<u>3,351,294</u>
Total long-term liabilities	<u>\$ 190,022,004</u>	<u>\$ 5,480,171</u>	<u>\$ (6,770,750)</u>	<u>188,731,425</u>	<u>\$ 3,351,294</u>
Less amounts due in one year				<u>(3,351,294)</u>	
Net long-term liabilities in excess of one year				<u>\$ 185,380,131</u>	

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 6 LONG TERM DEBT (CONTINUED)

Notes to the Long-Term Obligations Table:

- *Line of Credit* – The Cooperative had a \$5,000,000 line of credit with Wells Fargo which matured on May 16, 2023. On February 17, 2023, The Cooperative entered into a \$15,000,000 direct borrowing Revolving Revenue Note Series 2023A (Tax-Exempt Note) & Series 2023B (Federally Taxable) with Wells Fargo as a continuation of the line.

Interest was payable monthly in arrears on the first business day of each month. The interest rate is the Tax-Exempt Adjusted Daily Simple SOFR Rate which is the sum of (i) 80% times the secured overnight financing rate of the Federal Reserve Bank of New York (SOFR) and (ii) the tax-exempt applicable spread. The Tax-Exempt Applicable Spread is 46 basis points (0.46%).

The line of credit was fully paid off in connection with the issuance of the Revolving Line of Credit, Series 2025A and 2025B.

- *State Revolving Fund* - As of September 30, 2025, the Cooperative had three State Revolving Fund direct-borrowing loans. Of the total authorized amount, \$33,175,595 had been drawn, with \$16,706,200 remaining available to be drawn in the future.

There are a number of limitations and restrictions contained in the various loan indentures. As of September 30, 2025, all funds are being maintained in accordance with such requirements. In the event of default, remedies may include termination of further disbursements, assignment of a receiver, acceleration of the repayment schedule, or increasing the interest rate to as much as 1.667 times the loan interest rate

- *Water Revenue Bond, Series 2023C* - On May 9, 2023, the Cooperative issued a direct placement Water Revenue Bond, Series 2023C in the amount of \$154,338,308, at a fixed interest rate of 4.250%, with Truist Commercial Equity, Inc., which matures on October 1, 2048. Debt service payments are made semiannually with payments being interest only until October 1, 2029. The Series 2023C bond is for the purpose of funding the Southeast Wellfield and the West Polk Wellfield (collectively, the 2023 Project). In an event of default, a trustee may be appointed by the owners of the bond obligation, who may sue for, enforce payment of and receive any and all amounts then or during any default becoming, at any time remaining, due from the issuer for principal, interest, and any costs and expenses of collections and of all proceedings.
- *Truist Revolving Revenue Notes, Series 2025A and 2025B (Line of Credit)* – During fiscal year 2025, the Cooperative closed its prior senior lien line of credit with Wells Fargo and refinanced that facility with a new senior lien revolving line of credit with Truist. On March 25, 2025, The Cooperative entered into a Revolving Credit Agreement and issued its Revolving Revenue Note, Series 2025A (Tax-Exempt) and Revolving Revenue Note, Series 2025B (Federally Taxable), in an aggregate not-to-exceed principal amount outstanding of \$10,000,000, with final maturity on March 24, 2026. Interest is payable monthly in arrears; the Series 2025A rate is variable at the SIFMA Index Rate plus 0.20%, and the Series 2025B rate is variable at 1-month Term SOFR (each subject to the related agreement's provisions, including benchmark/taxability adjustments). Principal is due at maturity.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 6 LONG TERM DEBT (CONCLUDED)

Truist Revolving Revenue Notes, Series 2025A and 2025B (Line of Credit) – (continued)

The Cooperative also pays an unused commitment fee equal to 0.25% per annum on the average unused portion of the commitment, payable quarterly in arrears. The line of credit notes are limited obligations payable solely from pledged revenues and are secured by a parity lien on such pledged revenues (on parity with other outstanding bonds). As of September 30, 2025, the Cooperative had drawn \$1,217,522 under the Truist line of credit Series 2025A.

- *WIFIA Loan* - On May 31, 2023, the Cooperative closed on two direct borrowing WIFIA loans. One for the Southeast wellfield for an amount up to \$222,802,928 and one for the West Polk wellfield for an amount up to \$82,996,513. The interest rate is equal to the sum of 4.02% per annum plus 200 basis points. Debt service payments are made semiannually with payments being interest only until September 30, 2032. In an event of default, the WIFIA lender may suspend or terminate all its obligations with respect to any undisbursed amounts, may cease permitting interest, may suspend, or debar the Cooperative from further participation in any government program administered by the WIFIA lender and the WIFIA lender shall be entitled and empowered to institute any actions or proceedings at law for any sums due and unpaid. As of September 30, 2025, there have been no draws on either WIFIA loan.

Maturities: Annual requirements to repay all long-term bonds and notes payable at September 30, 2025, are as follows:

<u>Fiscal Year Ending</u>	<u>Principal</u>	<u>Interest</u>
2026	\$ 3,351,294	\$ 3,648,445
2027	3,468,782	7,189,429
2028	3,627,283	7,021,137
2029	3,678,622	6,957,936
2030	8,792,748	6,786,422
2031-2035	45,181,602	29,462,918
2036-2040	35,287,056	22,009,604
2041-2045	43,450,596	13,672,589
2046-2050	41,893,442	3,653,530
Total	<u>\$ 188,731,425</u>	<u>\$ 100,402,010</u>

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 7 PLEDGED FUTURE REVENUES

As of September 30, 2025, all Cooperative debt is secured by pledged revenues as defined in the master bond resolution. These pledged revenues include rates, fees, charges, and earnings from the operation of the Southeast Wellfield and West Polk Wellfield, along with investment income. In addition to the revenue pledge, the Cooperative has also pledged the assets on deposit in the construction fund. Both the revenue and asset pledges are presented in the table below. Maturity dates for each debt are disclosed in Note 6, and the table below summarizes the pledged revenues supporting the Cooperative's outstanding debt issues.

Total Principal and Interest Outstanding	Current Year Principal and Interest Paid	Pledged Revenues and Other Pledged Amounts			% of Pledged amounts to Principal and Interest Paid
		Current Year Pledged Revenue	Additional Pledged Amounts	Total Pledged Amounts	
\$ 289,133,435	\$ 13,164,335	\$ 11,236,403	\$ 76,564,981	\$ 87,801,384	666.96%

NOTE 8 RISK MANAGEMENT

The Cooperative is exposed to various risks of loss related to torts, theft of assets, errors and omissions, and natural disasters. Cooperative has purchased commercial insurance to insure itself against these risks. The commercial insurance policies of the Cooperative generally include a self-insured retention amount of \$1,500,000.

NOTE 9 COMMITMENTS

Construction Commitments - The Cooperative has entered various construction agreements/contracts. On September 30, 2025, the Cooperative had the following outstanding major commitments in process:

Project	Authorization	Expended	Commitment
Combined Implementation	\$ 17,296,477	\$ 16,427,467	\$ 869,010
SE Water Production Facility	236,281,656	39,204,131	197,077,525
SE Wellfield Transmission	149,610,147	47,936,466	101,673,681
West Polk Wellfield and Production Facility	11,338,484	1,576,234	9,762,250
West Polk Wellfield Injection Well	23,349,310	8,119,230	15,230,080
West Polk Test Production Well 2	8,031,358	5,061,394	2,969,964
	<u>\$ 445,907,432</u>	<u>\$ 118,324,922</u>	<u>\$ 327,582,510</u>

Energy Services / Equipment Agreement Commitment - In January 2025, the Cooperative entered into a Master Services Agreement with Duke Energy (the "Agreement") for the potential provision, installation, and related services (which may include operation and maintenance) of certain equipment. The Agreement contemplates that the term and certain payment obligations commence upon completion of installation, commissioning, and Cooperative acceptance (the "Commencement Date"). As of fiscal year-end September 30, 2025, the Commencement Date had not occurred and is dependent upon future project milestones; accordingly, management has not begun recognizing any right-to-use asset or lease liability related to the Agreement.

To the extent the Agreement results in future minimum payment obligations after the Commencement Date, those obligations will be evaluated for accounting and disclosure purposes in the period in which they become probable and reasonably estimable.

**POLK REGIONAL WATER COOPERATIVE
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 9 COMMITMENTS (CONCLUDED)

Because the Commencement Date and related minimum payments are contingent on future events and have not been finalized as of fiscal year-end, the Cooperative is unable to reasonably estimate the timing and amount of any future minimum commitments. Upon finalization of the project scope and commencement, the Cooperative will evaluate the arrangement under applicable accounting guidance (including lease accounting considerations) and disclose any material commitments and/or recognized amounts, as appropriate.

NOTE 10 SUBSEQUENT EVENT

Effective December 10, 2025, the Cooperative received approval for a fourth direct borrowing note through the State Revolving Fund totaling \$44,000,000. The note carries a zero percent interest rate and provides for principal forgiveness of approximately 15%, or \$6,538,148. Repayment will be made in 40 semiannual installments beginning in August 2029. Proceeds will be used to support construction of the Southeast Lower Floridan Aquifer Water Production Facility.

SUPPLEMENTARY INFORMATION

**POLK REGIONAL WATER COOPERATIVE
SCHEDULE OF REVENUES AND EXPENSES - BUDGET TO ACTUAL – ADMIN
YEAR ENDED SEPTEMBER 30, 2025**

	<u>Actual</u>	<u>Budget</u>	<u>Amount Over (Under) Budget</u>
Revenues			
Member funding revenue	\$ 344,895	\$ 346,516	\$ (1,621)
Miscellaneous revenue	573	-	573
Interest	22,310	-	22,310
Total revenue	<u>367,778</u>	<u>346,516</u>	<u>21,262</u>
Expenses			
Accounting fees	53,837	45,000	8,837
Audit fees	41,613	32,000	9,613
Legal fees	45,748	25,000	20,748
Executive Director	132,451	126,788	5,663
Administrative assistant	-	5,000	(5,000)
Financial manager	44,135	95,000	(50,865)
Other staff	6,556	10,000	(3,444)
Other general expenses	9,587	7,728	1,859
Total expenses	<u>333,927</u>	<u>346,516</u>	<u>(12,589)</u>
Change in Net Position	<u>\$ 33,851</u>	<u>\$ -</u>	<u>\$ 33,851</u>

**POLK REGIONAL WATER COOPERATIVE
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30 2025**

<u>Federal Grantor/Pass-through Entity/Program Title</u>	<u>Assistance Listing #</u>	<u>Identifying number assigned by the pass-through entity</u>	<u>Total Expenditures</u>	<u>Passed Through to Subrecipients</u>
United States Department of Treasury				
Passed-through Florida Department of Environmental Protection COVID-19 - Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program	21.027	WSA12	\$ 4,600,000	\$ -
Total Expenditures of Federal Awards			<u>\$ 4,600,000</u>	<u>\$ -</u>
<u>State Agency/Pass-through Entity/State Project</u>	<u>CSFA#</u>	<u>Contract/Grant Identification</u>	<u>Total Expenditures</u>	<u>Passed Through to Subrecipients</u>
State of Florida Department of Environmental Protection				
Direct program:				
Drinking Water Facility Construction - Loan	37.076	DW532000	\$ 205,283	\$ -
Drinking Water Facility Construction - Loan	37.076	DW532001	3,611,549	-
Drinking Water Facility Construction - Loan	37.076	DW532002	445,817	-
Total Drinking Water Facility Construction			<u>4,262,649</u>	-
Direct program:				
Statewide Surface Restoration and Wastewater Projects	37.039	LPA0212	9,846,157	672,431
Statewide Surface Restoration and Wastewater Projects	37.039	LPA0251	188,771	-
Total Statewide Surface Restoration and Wastewater Projects			<u>10,034,928</u>	<u>672,431</u>
Direct program:				
Florida Springs Grant Program	37.052	1CF0000475	6,856	6,856
Passed-through the Southwest Florida Water Management District:				
Alternative Water Supply	37.100	WS047	15,595,919	-
Alternative Water Supply	37.100	WS078	1,064,308	-
Alternative Water Supply	37.100	WS046	17,509,987	-
Alternative Water Supply	37.100	WS079	1,228,000	-
Total Alternative Water Supply			<u>35,398,214</u>	-
Total Florida Department of Environmental Protection			<u>49,702,647</u>	<u>679,287</u>
Total Expenditures of State Financial Assistance			<u>\$ 49,702,647</u>	<u>\$ 679,287</u>

**POLK REGIONAL WATER COOPERATIVE
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL
ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2025**

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance (Schedule) includes the federal award and state financial assistance activity of Polk Regional Water Cooperative (Cooperative) under programs of the federal government and projects of the state of Florida for the year ended September 30, 2025.

The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and Chapter 69I-5, Rules of the Florida Department of Financial Services. Because the Schedule presents only a selected portion of the operation of the Cooperative, it is not intended to and does not present the financial position, changes in net position, or cash flows of the Cooperative.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting for financial assistance received in the enterprise fund, which are described in Note 1 to the Cooperative's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and Chapter 69I-5, Rules of the Florida Department of Financial Services, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement.

The Cooperative had not elected to use the 10-percent de minimis indirect cost rate as allowed under Uniform Guidance.

NOTE 3 LOANS OUTSTANDING

The Cooperative had the following loan balances outstanding on September 30, 2025.

State Grantor/Program	Ending Balance
Department of Environmental Protection	
Drinking Water Facility Construction	
State Revolving Fund DW532000	\$ 10,617,972
State Revolving Fund DW532001	21,749,504
State Revolving Fund DW532002	808,119
Total	\$ 33,175,595

NOTE 4 PRIOR-YEAR PRESENTATION MATTER

During the current year, management identified that \$2,792,567.60 of expenditures related to state financial assistance were inadvertently omitted from the Schedule of Expenditures of State Financial Assistance (SEFA) for the year ended September 30, 2024. The omitted expenditures relate to CFSA No. 37.100 under Contract/Grant Identifier WS047. The omission affected only the presentation of the prior-year SEFA and did not impact the prior-year basic financial statements. The omitted amount has been included in the current-year SEFA and was included in the current-year audit testing population.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Members of the Board of Directors
Polk Regional Water Cooperative

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Polk Regional Water Cooperative (the "Cooperative") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the Cooperative's basic financial statements, and have issued our report thereon dated March 9, 2026.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Cooperative's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative's internal control. Accordingly, we do not express an opinion on the effectiveness of the Cooperative's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Cooperative's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit the attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Cooperative's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Members of the Board of Directors
Polk Regional Water Cooperative

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Cooperative's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Cooperative's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
March 9, 2026

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND MAJOR STATE PROJECT AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, *RULES OF THE AUDITOR GENERAL*

Members of the Board of Directors
Polk Regional Water Cooperative

Report on Compliance for Each Major Federal Program and State Project

Opinion on Each Major Federal Program and State Project

We have audited Polk Regional Water Cooperative's (the "Cooperative") compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget ("OMB") *Compliance Supplement* and Department of Financial Services *State Compliance Supplement* that could have a direct and material effect on each of the Cooperative's major federal programs and major state projects for the year ended September 30, 2025. The Cooperative's major federal programs and major state projects are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Cooperative complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and major state projects for the year ended September 30, 2025.

Basis for Opinion on Each Major Federal Program and State Project

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*. Our responsibilities under those standards, the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Cooperative and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program and major state projects. Our audit does not provide a legal determination of the Cooperative's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Cooperative's federal programs and state projects.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Cooperative's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance; and Chapter 10.550, *Rules of the Auditor General* will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Cooperative's compliance with the requirements of each major federal program and state project as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, the Uniform Guidance, and Chapter 10.550, *Rules of the Auditor General*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Cooperative's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Cooperative's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, but not for the purpose of expressing an opinion on the effectiveness of the Cooperative's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*, and which are described in the accompanying schedule of findings and questioned costs as item 2025-01. Our opinion on each major federal program and State project is not modified with respect to these matters.

The Cooperative's response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and questioned costs. *Government Auditing Standards* requires the auditor to perform limited procedures on Cooperative's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The Cooperative's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General*. Accordingly, this report is not suitable for any other purpose.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
March 9, 2026

POLK REGIONAL WATER COOPERATIVE

Schedule of Findings and Questioned Costs
For the year ended September 30, 2025

Section I – Summary of Independent Auditor’s Results

Financial Statements

Type of Auditor’s Report Issued:

Unmodified Opinion

Internal control over financial reporting:

Material weakness(es) identified?

 Yes **X** No

Significant deficiency(ies) identified?

 Yes **X** None reported

Noncompliance material to the financial statements reported?

 Yes **X** No

Federal Awards and State Financial Assistance

Type of Auditor’s Report Issued on Compliance:

Unmodified Opinion

Internal control over major federal programs and major state projects:

Material weakness(es) identified?

 Yes **X** No

Significant deficiency(ies) identified?

 Yes **X** None reported

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a) of the Uniform Guidance or Chapter 10.557, *Rules of the Auditor General*?

X Yes No

Major Federal Program(s):

21.027 – Coronavirus State and Local Fiscal Recovery Funds

Major State Project(s):

37.076 – State of Florida Department of Environmental Protection – Drinking Water Facility Construction

37.039 – State of Florida Department of Environmental Protection – Statewide Water Quality Restoration Projects

37.100 – State of Florida Department of Environmental Protection – Alternative Water Supply

Dollar threshold used to distinguish between Type A and Type B State projects:

Federal:

\$1,000,000

State:

\$1,491,079

Auditee qualified as low-risk auditee?

 Yes **X** No

Section II – Summary Schedule of Prior Audit Findings Related to Federal Awards or State Financial Assistance

Prior Audit Findings – Financial Statement Audit:

Prior Audit Finding Reference Number	Summary of Finding	Status	Explanation if Not Corrected
2024-01	Internal Control over Financial Reporting	Fully Corrected	n/a

POLK REGIONAL WATER COOPERATIVE

Schedule of Findings and Questioned Costs
For the year ended September 30, 2025

Section II – Summary Schedule of Prior Audit Findings Related to Federal Awards or State Financial Assistance (concluded)

Prior Audit Findings – Federal Programs and State Projects: None

Section III – Federal Award and State Financial Assistance Findings and Questioned Costs Section Reported in Accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General

Findings and questioned costs – Major Federal Programs - None

Findings and questioned costs – Major State Projects:

Finding Number: 2025-01

State Projects: 37.039 - Statewide Water Quality Restoration Projects and 37.100 – Alternative Water Supply

Sponsoring Agency: Florida Department of Environmental Protection (FDEP) passed through the Southwest Florida Water Management District (SWFWMD).

Compliance Requirement: Special Tests and Provisions / Award Terms – Insurance (additional insured endorsement and proof of insurance)

Criteria: The applicable grant agreements between FDEP and SWFWMD required that FDEP to be named as an additional insured on general liability (and, if applicable, automobile) policies and requires insurance requirements to be flowed down to sub-grantees/subcontractors with proof of insurance provided. The subgrant agreement between the Cooperative and the SWFWMD requires the Cooperative to name the SWFWMD and FDEP (and their employees and officers) as additional insured and to provide proof of coverage prior to performance.

Condition: The Cooperative maintained liability insurance but did not provide/maintain additional insured endorsements naming the SWFWMD and FDEP as required by the subaward for the period under audit.

Cause: Controls were not designed and/or operating to ensure required additional insured endorsements were obtained and retained prior to commencing work and/or requesting reimbursement.

Effect: Noncompliance with subaward provisions and increased exposure to the pass-through entity and the State for construction-related liability. No questioned costs were identified.

Questioned Costs: \$0 (none).

Recommendation: The Cooperative should implement procedures to (1) obtain and retain certificates of insurance and required additional insured endorsements for all applicable agreements under the program prior to commencement of work and/or reimbursement requests, (2) periodically re-verify coverage throughout the agreement term, and (3) document review/approval by a designated responsible official.

Views of Responsible Officials and Planned Corrective Action: This finding was remediated after it was identified by the auditors and as of the date of this report, the SWFWMD and FDEP has been named as an additional insured on the Cooperative's insurance policies.

Section IV – Findings Related to the Financial Statement Audit, as Required to be Reported in Accordance with Government Auditing Standards

None reported.

MANAGEMENT LETTER

To the Members of the Board of Directors
Polk Regional Water Cooperative

Report on the Financial Statements

We have audited the financial statements of the Polk Regional Water Cooperative (the "Cooperative") as of and for the year ended September 30, 2025 and have issued our report thereon dated March 9, 2026.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued the following reports and schedule in connection with our audit:

- Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Major State Project and on Internal Control over Compliance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.
- Schedule of Findings and Questioned Costs.
- Independent Accountant's Report on Compliance with Section 218.415, Florida Statutes conducted in accordance with *AICPA Professional Standards*, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General.

Disclosures in these reports and schedule, which are dated March 9, 2026, should be considered in conjunction with this management letter.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The specific legal authority that established the Cooperative is disclosed in Note 1 of the financial statements. There are no component units.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7) Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the Cooperative has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit of the financial statements, we determined that the Cooperative did not meet any of the specified conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Cooperative. It is management's responsibility to monitor the Cooperative's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material, but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Cooperative reported the following (we do not express an opinion or provide any assurance on the following information):

- The total number of district employees compensated in the last pay period of the district's fiscal year being reported – *None*.
- The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year being reported – 4.
- All compensation earned or awarded to employees, whether paid or accrued, regardless of contingency – *Zero*.
- All compensation earned or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency - \$234,903.
- Each construction project with a total cost of at least \$65,000 approved by the district that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project.

<u>Project</u>	<u>Total Expenditures</u>
West Polk Production Wells	\$7,571,950
Southeast Production Wells	\$11,889,300
Southeast Wellfield Transmission	\$231,457,244
Southeast Wellfield Water Production Facility	\$280,334,786
West Polk Injection Well	\$23,349,310
West Polk Water Production Facility and Transmission	\$172,169,382

- A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the district amended a final adopted budget under section 189.016(6), Florida Statutes, as: *The original budget was not amended.*

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, members of the Board of Directors, Member Governments and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
March 9, 2026

INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE
WITH SECTION 218.415, FLORIDA STATUTES

To the Members of the Board of Directors
Polk Regional Water Cooperative

We have examined the Polk Regional Water Cooperative's (the "Cooperative") compliance with Section 218.415, Florida Statutes for year ended September 30, 2025. Management is responsible for the Cooperative's compliance with those specified requirements. Our responsibility is to express an opinion on the Cooperative's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the Cooperative complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the Cooperative complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a basis for our opinion.

We are required to be independent of the Cooperative and to meet our ethical responsibilities, in accordance with the relevant ethical requirements related to our examination.

Our examination does not provide a legal determination of the Cooperative's compliance with the specified requirements.

In our opinion, the Cooperative complied, in all material respects, with the aforementioned requirements of Section 218.415, Florida Statutes for the year ended September 30, 2025.

Brynjulfson CPA, P.A.

Brynjulfson CPA, P.A.
Auburndale, Florida
March 9, 2026

Agenda Item F.3.

3/18/2026

SUBJECT

Approve the First Amendment to the Employment Agreement for the PRWC Financial Manager (Action)

DESCRIPTION

On March 19, 2025 the Polk Regional Water Cooperative (PRWC) entered into an Employment Agreement with Laura Guy-Rice as Finance Manager, which remains in full force and effect. Section 4 of the Employment Agreement establishes a base salary for the Contract Employee of \$85,00, payable on a monthly or biweekly basis. The Employment Agreement also provides that the Cooperative shall evaluate a potential adjustment of the Contract Employee's salary on an annual basis.

On February 24, 2026, the Executive Director and the Finance Manager met to discuss the Contract Employee's performance and base salary. A Performance Evaluation was developed and is attached as Exhibit A. Following the performance review the Executive Director has decided to recommend to the Board of Directors a five percent (5%) increase to the Contract Employee's salary based on the Contract Employee's exemplary performance over the past year regarding complicated financial matters critical to the future of the PRWC. This would increase the Contract Employee's base salary to \$89,250 effective for the payment period beginning in April 2026.

Mr. de la Parte (PRWC General Counsel) prepared Amendment No. 1 to the Employment Agreement approving a five (5%) percent increase to \$89,250 which will be provided as a handout to the Board.

RECOMMENDATION

Approve the First Amendment to the Employment Contact.

FISCAL IMPACT

Like the Contract Employee's current salary, the source of funds for this salary increase will be the Cooperative's administrative and project budgets.

CONTACT INFORMATION

Eric DeHaven

Polk Regional Water Cooperative (PRWC)

Reviewer: _____

Finance Manager Annual Performance Review (Rev. 2/16/26)

Date: _____

Performance Dimension	Score	Supporting Comments
<i>Evaluate each performance dimension from 1 to 5 using the scale below. Add supporting comments when appropriate.</i>		
I. Fiscal Management/Management of Assets		
<ul style="list-style-type: none"> Thorough and effective preparation/management of budgets 		
<ul style="list-style-type: none"> Effective vendor invoice review/approval 		
<ul style="list-style-type: none"> Monitor compliance with funding/financing sources 		
<ul style="list-style-type: none"> Effective review and reporting of expenditures/balances/cash flow 		
<ul style="list-style-type: none"> Timely tracking/updating of PRWC spending and reimbursements 		
<ul style="list-style-type: none"> Develops, implements and reviews PRWC financial policies 		
<ul style="list-style-type: none"> Oversee annual financial audit and true-up process 		
<ul style="list-style-type: none"> Compliance with bond covenants and financial regulations 		
<ul style="list-style-type: none"> Development and review of insurance program 		
<ul style="list-style-type: none"> Assists PRWC in establishing long-term financial goals 		
II. Leadership		
<ul style="list-style-type: none"> Supports appropriate courses of action & achieves PRWC financial goals 		
<ul style="list-style-type: none"> Plans & organizes responses to requests/complaints/concerns 		
<ul style="list-style-type: none"> Effective at setting appropriate vision and tone with accountants, auditors, and financial advisors 		
III. Policy and Planning		
<ul style="list-style-type: none"> Effectively assists PRWC in establishing long-range policy and goals 		
IV. Outside Stakeholder Relations		
<ul style="list-style-type: none"> Maintains the PRWC's image for service & professionalism 		
<ul style="list-style-type: none"> Inspires an attitude of helpfulness and courtesy 		
V. Communications		
<ul style="list-style-type: none"> Verbal: conducted in an open, responsive, and courteous manner 		
<ul style="list-style-type: none"> Written: understandable, succinct, and audience-appropriate 		
<ul style="list-style-type: none"> Presentations: direct with information easily understood 		
VI. Relationships with PRWC Members		
<ul style="list-style-type: none"> Proper and prompt response to financial requests 		
<ul style="list-style-type: none"> Maintain appropriate liaison with members 		
<ul style="list-style-type: none"> Informs PRWC members of administrative and financial activities 		
VII. Management Style		
<ul style="list-style-type: none"> Sound judgment (rational, reflects the known facts) 		
<ul style="list-style-type: none"> Decisive (appropriately thorough, timely, provides a strategic perspective, etc.) 		
<ul style="list-style-type: none"> Impartial/open (objective, unbiased, and encourages collaboration) 		
Performance Evaluation Scale		
1 = Immediate Improvement	2 = Below Average	3 = Average Performance
4 = Meets Expectations	5 = Exceeds Expectations	

SUBJECT

Final 2026 Business Plan Report and Member FY2027 Budgeting Information (Information)

DESCRIPTION

The Business Plan is an adaptive management planning tool that will evolve and be updated annually as assumptions become actual data points and new information for future assumptions becomes clearer. These updates encompass any changes in funding, 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 changes, actual expenditures or other changes in timing of funding)
- Demand allocations and future supply needs
- Spending/costs
- Additional grants, loans and appropriations received

This Business Plan update is intended to focus on funding for Phase I of both the Southeast and West Polk Wellfield projects. The funding summary for the total project has been updated to include several changes;

- 1) Includes actual bid data received to date for Southeast project
- 2) Results include a 10-year financial forecast of member payments
- 3) Water delivery assumed to equal 100% of each member's reserved capacity
- 4) Maintains third party operator estimates for operational expenses
- 5) Reflects a \$44 million decrease in loan costs compared to last years plan
- 6) Includes updates to financing plan, including SRF debt forgiveness
- 7) Includes costs for a second Injection Well for the Southeast Wellfield project.

The Business Plan provides information for members to begin the FY2027 budget process. As a part of the FY2027 budget process, the PRWC also recommends the addition of a new contract employee - Conservation Program Manager (\$65,000) and additional funding for the Combined Projects Budget as follows:

- 1) Peace River Reservoir Feasibility Project - \$225,000
- 2) Peace River Water Use Permit application - \$275,000
- 3) Five-year Regional Water Supply Planning process - \$500,000
- 4) Continued support for Alafia Water Supply Project - \$50,000
- 5) Funds for other technical assistance - \$50,000

Costs for the Conservation Program Manager and Combined Projects Budget are added to member costs resulting from the Business Plan process.

The 2026 Business Plan will be provided to Board Members as a separate report and is not included in the March agenda packet.

RECOMMENDATION

This item is for the Board's Information only and no action is required.

FISCAL IMPACT

The fiscal impact to members for FY2027 is attached as Exhibit A. These are the amounts each member should plan to budget for FY2027.

CONTACT INFORMATION

Murray Hamilton

Robert Beltran

Exhibit A – Members FY 2027 Budget Amounts for PRWC

Member	Business Plan Projected Payments	Additional Conservation Expenses	Additional Combined Projects	Total FY 2027
Auburndale	\$ 688,479	\$ 5,370	\$ 79,500	\$ 773,350
Bartow	\$ 289,192	\$ 2,624	\$ 77,711	\$ 369,527
Davenport	\$ 910,418	\$ 1,790	\$ 10,399	\$ 922,607
Dundee	\$ 334,095	\$ 648	\$ 25,158	\$ 359,902
Eagle Lake	\$ 218,601	\$ 656	\$ 14,983	\$ 234,241
Fort Meade	\$ 7,399	\$ 518	\$ 4,387	\$ 12,305
Haines City	\$ 1,259,267	\$ 5,621	\$ 57,696	\$ 1,322,585
Lake Alfred	\$ 336,104	\$ 1,077	\$ 19,120	\$ 356,301
Lake Hamilton	\$ 167,502	\$ 340	\$ 447	\$ 168,289
Lake Wales	\$ 46,916	\$ 1,952	\$ 31,961	\$ 80,829
Lakeland	\$ 1,492,696	\$ 19,293	\$ 280,878	\$ 1,792,868
Mulberry	\$ 1,089	\$ -	\$ 6,110	\$ 7,199
Polk City	\$ 6,315	\$ 356	\$ 18,785	\$ 25,456
Polk County	\$ 1,825,627	\$ 15,794	\$ 365,857	\$ 2,207,279
Winter Haven	\$ 695,758	\$ 8,958	\$ 107,007	\$ 811,723
Frost Proof	\$ 973	\$ -	\$ -	\$ 973
TOTAL	\$ 8,280,432	\$ 65,000	\$ 1,100,000	\$ 9,445,432

Agenda Item F.5.

3/18/2026

SUBJECT

Adopt Resolution 2026-02 to Approve the Extension and Amendment of the PRWC Revolving Credit Agreement with Truist Bank and its Affiliate, Truist Commercial Equity, Inc. (Action)

DESCRIPTION

On March 18, 2025, the PRWC Board of Directors approved Resolution 2025-04 authorizing a loan agreement with Truist Bank to provide a line of credit (LOC) in a principal amount not to exceed \$10,000,000 for cash flow purposes. The current LOC matures on March 24, 2026.

With the Truist LOC expiring, the PRWC Financial Advisor worked with Truist on renewal terms. Truist agreed to extend the LOC for another year at the same favorable fees and terms as offered under the original LOC. One of the terms extended is the use of the SIFMA (Securities Industry and Financial Markets Association), a tax-exempt index which resets weekly, plus 20 basis points. For example, as of February 25th, the current interest rate is 2.08% based on the most recent SIFMA index of 1.88%.

The current Truist LOC has an outstanding principal balance of \$1,217,521.95. Interest is paid monthly on the outstanding LOC balance in addition to payment of quarterly interest on the unused balance.

RECOMMENDATION

Adopt Resolution 2026-02 to Approve the Revolving Line of Credit Loan Agreement with Truist Bank.

FISCAL IMPACT

Since the Truist LOC original issuance, \$46,549 in interest has been paid. The future fiscal impacts of the 2026 loan agreement extension are unable to be determined at this time due to the timing and amounts of future draws on the LOC and change in interest rate.

CONTACT INFORMATION

Laura Guy-Rice

Eric DeHaven

RESOLUTION NO. 2026-02

A RESOLUTION OF THE POLK REGIONAL WATER COOPERATIVE SUPPLEMENTING AND AMENDING RESOLUTION NO. 2025-04 ADOPTED ON MARCH 19, 2025, WHICH AUTHORIZED THE REVOLVING CREDIT AGREEMENT WITH TRUIST BANK, TRUIST COMMERCIAL EQUITY, INC. AND TRUIST BANK, AS AGENT, APPROVING THE EXTENSION OF THE FINAL MATURITY DATE OF TWO SERIES OF NOTES ISSUED THEREUNDER IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED AT ANY ONE TIME \$10,000,000; APPROVING THE FORM OF A FIRST AMENDMENT TO THE REVOLVING CREDIT AGREEMENT; DELEGATING CERTAIN MATTERS TO THE CHAIRMAN OR THE VICE CHAIRMAN; PROVIDING OTHER DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE POLK REGIONAL WATER COOPERATIVE (the "Issuer") that:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Section 163.01 and Chapter 159 and Chapter 189, Florida Statutes, the Interlocal Agreement, the Constitution of the State and other applicable provisions of law (collectively, the "Act").

Section 2. Findings. The Issuer hereby finds as follows:

A. The Issuer was established as separate legal entity, public agency and unit of special purpose local government pursuant to Section 163.01(7)(g), Florida Statutes, and a regional water supply authority pursuant to Section 373.713, Florida Statutes, by its members pursuant to the Interlocal Agreement to provide for the planning, acquisition, development, management, operation, improvement and maintenance of the Projects and the System.

B. The Issuer previously adopted Resolution No. 2025-04 on March 19, 2025, authorizing a loan (the "Loan") to finance a portion of the costs of development, acquisition and construction of the Projects (as defined in the Bond Resolution) and to pay the costs of such Loan.

C. The Issuer entered into a Revolving Credit Agreement dated March 25, 2025 (the "Agreement"), among Truist Bank (the "Bank"), Truist Commercial Equity, Inc. ("TRUCE," together with the Bank, the "Lenders") and Truist Bank, as agent (the "Agent"), whereby the Lenders loaned funds to the Issuer for the purpose of financing the Costs of the 2025 Projects and the Issuer issued thereunder its Revolving Revenue Note, Series 2025A (the "Series 2025A Tax-Exempt Note") and its Revolving Revenue Note, Series 2025B (Federally Taxable) (the "Series 2025B Taxable Note" and together with the Series 2025A Tax-Exempt Note, the "Notes"), each dated March 25, 2025.

D. The Notes were and continue to be designated as Designated Maturity Bonds and are issued as a Full Draw LOC under the Bond Resolution.

E. The Issuer and the Lenders desire to amend the Agreement to extend the Final Maturity Date of the Notes.

Section 3. Definitions. Words and phrases used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Agreement, and, in addition, the following words and phrases shall have the following meanings:

"Authorized Signatories" means any one or more of the Chairman or the Vice Chairman of the Issuer.

"Bond Resolution" means Resolution No. 2022-05 duly adopted by the Board of Directors of the Issuer on July 13, 2022, as amended and supplemented.

"2025 Projects" means collectively, the Southeast Wellfield Project and the West Polk Project, together with supply lines, transmission lines and water production facilities, the costs of which are to be funded in whole or in part with proceeds from the Notes, as set forth in the Revolving Credit Agreement.

Section 4. First Amendment to Revolving Credit Agreement. The Issuer is authorized to execute a First Amendment to Revolving Credit Agreement with the Lenders and the Agent in substantially the form attached hereto as Exhibit "A" (the "First Amendment"). The form and terms of the First Amendment attached hereto is hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory executing the same, such approval to be conclusively evidenced by the execution thereof by such Authorized Signatory.

Section 5. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 6. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 7. Authorizations. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Issuer the First Amendment as provided hereby and the Secretary is hereby authorized to attest any such signatures on any such documents and to affix the Issuer's seal thereto to the extent required by such documents. All officials and employees of the Issuer, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the Issuer as they shall deem necessary or desirable in connection with the completion of the Loan and the carrying out of the intention of this Resolution, including, without limitation, filing of all tax reporting requirements and paying costs related hereto.

Section 8. Ratification. All prior extensions of the maturity date of the Loan and the Note are hereby ratified, confirmed and approved.

Section 9. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10. Effective Date. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Passed and duly adopted by the Polk Regional Water Cooperative on the 18th day of March, 2026.

POLK REGIONAL WATER
COOPERATIVE

ATTESTED:

By: _____
Nathaniel Birdsong, Jr., Chair

By: _____
Becky Troutman, Secretary

POLK REGIONAL WATER
COOPERATIVE SOUTHEAST PROJECT
BOARD

ATTESTED:

By: _____
Trish Pfeiffer, Chair

By: _____
Morris West, Secretary

POLK REGIONAL WATER
COOPERATIVE WEST POLK PROJECT
BOARD

ATTESTED:

By: _____
Mike Musick, Chair

By: _____
Alex Cam, Secretary

Approved as to Form:

Edward P. de la Parte, Legal Counsel

#532448273_v3 155673.00009

EXHIBIT "A"

FORM OF FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT

This **FIRST AMENDMENT TO REVOLVING CREDIT AGREEMENT** (this "Amendment") is made and entered into as of March 20, 2026, by and among **Polk Regional Water Cooperative**, a Florida interlocal agency (the "Cooperative"), **Truist Bank** and its successors and permitted assigns (the "Bank"), **Truist Commercial Equity, Inc.**, and its successors and permitted assigns ("TRUCE," together with the Bank, the "Lender") and **Truist Bank**, as agent (the "Agent").

WITNESSETH:

WHEREAS, the Cooperative and the Lender have heretofore entered into that certain Revolving Credit Agreement dated as of March 25, 2025 (the "Original Credit Agreement" and as amended, including by this Amendment, the "Agreement"), relating to (i) the Cooperative's Revolving Revenue Note, Series 2025A (the "Series 2025A Tax-Exempt Note") and (ii) its Revolving Revenue Note, Series 2025B (Federally Taxable) (the "Series 2025B Taxable Note" and together with the Series 2025A Tax-Exempt Note, the "Notes"); and

WHEREAS, the Board of Directors of the Cooperative (the "Board") duly adopted Resolution No. 2022-05 on July 13, 2022, as amended by Resolution No. 2023-09 adopted by the Board on April 26, 2023 (the "Resolution"), as supplemented by Resolution No. 2025-04 adopted by the Board on March 19, 2025 (the "Supplemental Resolution"), pursuant to which the Cooperative issued the Notes for financing the 2025 Project (as defined in the Original Credit Agreement); and

WHEREAS, the Board duly adopted Resolution No. 2026-02 on March 18, 2026 (the "Reissuance Resolution" and collectively with the Resolution and the Supplemental Resolution, the "Bond Resolution"), pursuant to which the Cooperative is authorized to extend the Final Maturity Date of the Notes; and

WHEREAS, the Cooperative and the Lender have agreed to extend the Final Maturity Date of the Notes from March 24, 2026 to March 23, 2027;

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. Amendments.

(a) The defined term "Final Maturity Date" is hereby amended and restated in its entirety to read as follows:

"Final Maturity Date" means March 23, 2027 and as may be extended by the written consent of the Lender.

SECTION 2. Representations and Warranties. The Cooperative represents and warrants to the Lender as follows:

(a) Representations and Warranties in Agreement. The representations and warranties of the Cooperative contained in the Original Credit Agreement (i) were true and correct when made, and (ii) after giving effect to this Amendment, continue to be true and correct on the date hereof (except to the

extent of changes resulting from transactions contemplated or permitted by the Agreement, as amended hereby, and changes occurring in the ordinary course of business that singly or in the aggregate are not materially adverse, and to the extent that such representations and warranties relate expressly to an earlier date).

(b) Authority. The execution and delivery by the Cooperative of this Amendment and the performance by the Cooperative of all of its agreements and obligations under this Amendment are within its authority, have been duly authorized by all necessary action and do not and will not: (i) contravene any provision of the Act, the Bond Resolution or any amendment thereof; (ii) conflict with, or result in a breach of any material term, condition or provision of, or constitute a default under or result in the creation of any mortgage, lien, pledge, charge, security interest or other encumbrance upon any property under any agreement, deed of trust, indenture, mortgage or other instruments to which they are a party or by which any of its properties are bound including, without limitation, any of other agreements; (iii) violate or contravene any provision of any law, statute, rule or regulation to which the Cooperative is subject or any decree, order or judgment of any court or governmental or regulatory authority, bureau, agency or official applicable to the Cooperative; (iv) require any waivers, consents or approvals by any of its creditors which have not been obtained; or (v) require any approval, consent, order, authorization or license by, or giving notice to, or taking any other action with respect to, any governmental or regulatory authority or agency under any provision of any law.

(c) Enforceability of Obligations. This Amendment and the Original Credit Agreement as further amended hereby, constitute the legal, valid and binding obligations of the Cooperative enforceable against the Cooperative in accordance with their respective terms, provided that: (i) enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws of general application affecting the rights and remedies of creditors; and (ii) the availability of the remedies of specific performance and injunctive relief may be subject to the discretion of the court before which any proceedings for such remedies may be brought.

SECTION 3. NO NOVATION. THIS AMENDMENT AMENDS THE ORIGINAL CREDIT AGREEMENT THAT WAS PREVIOUSLY ENTERED INTO BETWEEN THE COOPERATIVE AND THE LENDER. THIS AMENDMENT IS NOT INTENDED TO BE, AND SHALL NOT BE CONSTRUED TO BE, A NOVATION OF ANY OF THE OBLIGATIONS OWING UNDER OR IN CONNECTION WITH THE ORIGINAL CREDIT AGREEMENT.

SECTION 4. Counterparts. This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Amendment to produce or account for more than one such counterpart.

SECTION 5. Effective Date. This Amendment shall take effect on March 20, 2026.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective between them as of the date first set forth above.

POLK REGIONAL WATER
COOPERATIVE

(SEAL)

By: _____
Name: Nathaniel Birdsong, Jr.
Title: Chair

Attested and Countersigned:

Becky Troutman, Secretary

TRUIST BANK, as Bank

By: _____
Name: Clayton Thompson
Title: Vice President

TRUIST COMMERCIAL EQUITY, INC.

By: _____
Name: Clayton Thompson
Title: Authorized Agent

TRUIST BANK, as Agent

By: _____
Name: Clayton Thompson
Title: Vice President

[Signature Page to First Amendment to Revolving Credit Agreement]

Agenda Item G.1.

3/18/2026

SUBJECT

Approve Memorandum of Understanding with Mosaic Fertilizer, LLC and South Ft. Meade Partnership, L.P., LTD. Regarding Water Supply and Water Reservoir Planning and Development (Action)

DESCRIPTION

The PRWC Combined Projects Implementation Agreement was executed by the PRWC members in March 2017 for the purpose of implementing approved candidate projects. In 2019 the PRWC and its members amended the Combined Projects Implementation Agreement to include the Peace River Surface Water Supply Project and the PRWC and Southwest Florida Water Management District (District) executed a Cooperative Funding Initiative agreement for \$961,100 (District provided 50% funding) to perform a feasibility study of the project. In May of 2022 the PRWC completed a draft report and provided it as a deliverable to the SWFWMD. The report included a conceptual plan for a surface water intake, reservoir, and water treatment facility on the Peace River south of Fort Meade. The projected annual average raw water capacity of the project was estimated at 28 MGD.

In November 2023, the PRWC and District amended the funding agreement to postpone the project until the District completed its reevaluation of the minimum flows for the Upper Peace River. At that time, the District was unwilling to move forward with several project tasks until final revised minimum flows were adopted.

The District is now in the process of adopting revised minimum flows for the Upper Peace River. The revised minimum flows are undergoing peer review with rule adoption scheduled for late 2026. The PRWC Board of Directors allocated funds at the November 19, 2025 meeting for TeamOne to participate in the peer review/rule process to review the technical competence of the proposed revised minimum flows. However, even if the revised minimum flows were implemented by the District, technical analysis by TeamOne indicates that the PRWC would still have access to an estimated annual average capacity of 17 MGD from the Peace River.

In April 2025 Mosaic Fertilizer approached the PRWC regarding a possible reservoir location to the east of the Peace River just above the Hardee/Polk County line in the South Fort Meade Mine area. Mosaic has indicated that active mining in this area will conclude within the next eight to ten years which would support an alternative use of the Mosaic land by the PRWC associated with a Peace River Water Supply Project. In support of this concept, the PRWC and Mosaic have developed a Memorandum of Understanding (Exhibit A) that will allow the PRWC to investigate the Mosaic South Fort Meade Mine site as a potential Peace River intake and reservoir location over the next two years.

The Memorandum of Understanding will allow the PRWC to conduct engineering studies associated with:

- 1) Property owned by Mosaic in the South Fort Meade Mine area and along the Mosaic railroad spur and trestle leading to the Peace River;
- 2) Mosaic's SFM-8 clay settling area that has been excavated by mining and is oriented between existing berms which could allow for savings on reservoir construction;
- 3) Other Mosaic infrastructure which could potentially be repurposed for water infrastructure.

The term of the agreement expires on December 31, 2028 and there is no cost directly associated with the agreement. The PRWC plans to request \$225,000 in the Fiscal Year FY2027 budget for engineering feasibility studies under this agreement.

RECOMMENDATION

Approve the Memorandum of Understanding with Mosaic Fertilizer, LLC and South Ft. Meade Partnership, L.P., LTD. regarding water supply and water reservoir planning and development.

FISCAL IMPACT

In order to adequately investigate this opportunity, PRWC staff plans to budget \$225,000 in the FY2027 Combined Projects Budget and request Board approval through the budget process.

CONTACT INFORMATION

Eric DeHaven

**MEMORANDUM OF UNDERSTANDING BETWEEN THE POLK REGIONAL WATER
COOPERATIVE AND MOSAIC REGARDING WATER SUPPLY & WATER RESERVOIR
PLANNING AND DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the POLK REGIONAL WATER COOPERATIVE, a special district of the State of Florida established by Interlocal Agreement pursuant to Sections 163.01 and 373.713, Florida Statutes, whose address is 330 W. Church Street, Bartow, FL 33830 (“PRWC”), and MOSAIC FERTILIZER, LLC, a Delaware corporation and SOUTH FT. MEADE PARTNERSHIP, L.P., LTD., a Delaware limited partnership, whose address is 101 East Kennedy Boulevard, Suite 2500, Tampa, Florida 33602 (jointly “Mosaic”). PRWC and Mosaic are also referred to herein individually as a “Party” and collectively as the “Parties” in this Agreement.

WITNESSETH:

WHEREAS, the PRWC is charged with providing wholesale potable water service to its member governments in Polk County, Florida.

WHEREAS, traditional water resources within Polk County are constrained.

WHEREAS, the PRWC seeks to develop “Alternative Water Supplies” or “AWS” as that term is defined in Section 373.019, Florida Statutes to meet the needs of its member governments.

WHEREAS, one of the AWS projects identified by the PRWC is the Peace River (“River”).

WHEREAS, a regional reservoir in the vicinity of the Peace River in southern Polk County could provide AWS for the PRWC’s member governments.

WHEREAS, Mosaic’s South Fort Meade Mine is located at the southernmost point of the River within Polk County, downstream of Bowlegs Creek, and has direct access to the River.

WHEREAS, Mosaic’s use of the South Fort Meade Mine for active mining purposes will conclude within a time frame that would support an alternative use of Mosaic land by PRWC in connection with the River.

WHEREAS, the Parties would like to explore the use of property owned by Mosaic in Polk County, Florida, for a water storage reservoir, a water treatment facility, raw and finished water transmission mains and accompanying infrastructure for use by the PRWC to provide wholesale water service to its member governments (“Project”).

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants, terms, and conditions contained herein, the Parties agree to the following:

- I. RECITALS AND AUTHORITY: The recitals set forth in the WHEREAS clauses above are incorporated herein.
- II. INITIAL FEASIBILITY STUDY:

A. The Parties have identified the following areas to explore:

- i. Property owned by Mosaic in Polk County including the South Fort Meade Mine and areas near the mine along the railroad spur property and trestle leading to the River, which areas have preliminarily been identified in the rendering attached hereto as “**Exhibit A.**”
- ii. Mosaic’s SFM-8 clay settling area that has already been excavated by mining and is oriented between existing clay dams, where the existence of pre-existing walls could lend to construction cost savings on a public reservoir for raw water storage if the area was reclaimed for that purpose.
- iii. Existing Mosaic infrastructure which could potentially be repurposed for water infrastructure to treat and transmit raw and finished water to reach a connection point with PRWC’s system.

B. PRWC will conduct engineering studies entirely at PRWC’s own cost and expense, upon the areas described in Subsection A above to determine the viability of the Project. Mosaic agrees to provide PRWC with the necessary site access to specific Mosaic land pursuant to an access agreement to be entered into between the Parties.

III. FEASIBILITY DETERMINATION: Upon completion of PRWC’s engineering studies, the Parties will determine whether the Project continues to be a viable mechanism to meet the Parties’ objectives. If both Parties are satisfied with the viability of the Project, the Parties agree to enter discussions on a formal agreement(s) to facilitate the development of the Project.

IV. TERM: The term of this MOU shall commence upon its complete execution by all Parties and shall remain in effect until December 31, 2028, or until terminated pursuant to Section V. Upon expiration or termination of this MOU, the Parties hereto shall have no further obligations hereunder except as specifically set forth herein.

V. NON-BINDING: This MOU is a statement of mutual intention; it is not intended to be legally binding, and does not constitute a binding contractual commitment with respect to the Project or any other business arrangement or transaction. A legally binding obligation with respect to the Project will arise only upon the mutual execution of the definitive documents. PRWC or Mosaic may choose to terminate this MOU at any time and for any reason. If this MOU is terminated, there shall be no liability between the Parties as a result of the execution of this MOU, or as a result of any action taken in reliance on this MOU or such termination. Upon expiration or termination of this MOU, the Parties hereto shall have no further obligations hereunder except as specifically set forth herein.

VI. ENTIRE AGREEMENT: This MOU constitutes the entire agreement between the Parties and may not be amended or modified unless agreed to and approved in writing by all Parties.

VII. ASSIGNMENT: No assignment, delegation, transfer, or novation of this Agreement, or any part hereof, shall be made unless approved in writing by all Parties.

VIII. DISCLAIMER OF THIRD PARTY BENEFICIARIES: This MOU is solely for the benefit

of the Parties and no right or cause of action shall accrue to the benefit of any third party.

IX. MISCELLANEOUS PROVISIONS:

- A. 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.
- B. 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.
- C. The parties acknowledge that this MOU is a negotiated memorandum, and that in no event shall the terms be construed against any party on the basis that such party, or their counsel, drafted this MOU.
- D. Notice under this MOU shall be made to the Parties at the addresses listed above for each Party.

X. EXECUTION IN COUNTERPARTS: This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

POLK REGIONAL WATER
COOPERATIVE

By: _____
Name: _____
Its: _____

MOSAIC FERTILIZER, LLC, a
Delaware limited liability
company

By: _____
Name: _____
Its: _____

SOUTH FT. MEADE
PARTNERSHIP, L.P., LTD., a
Delaware limited partnership

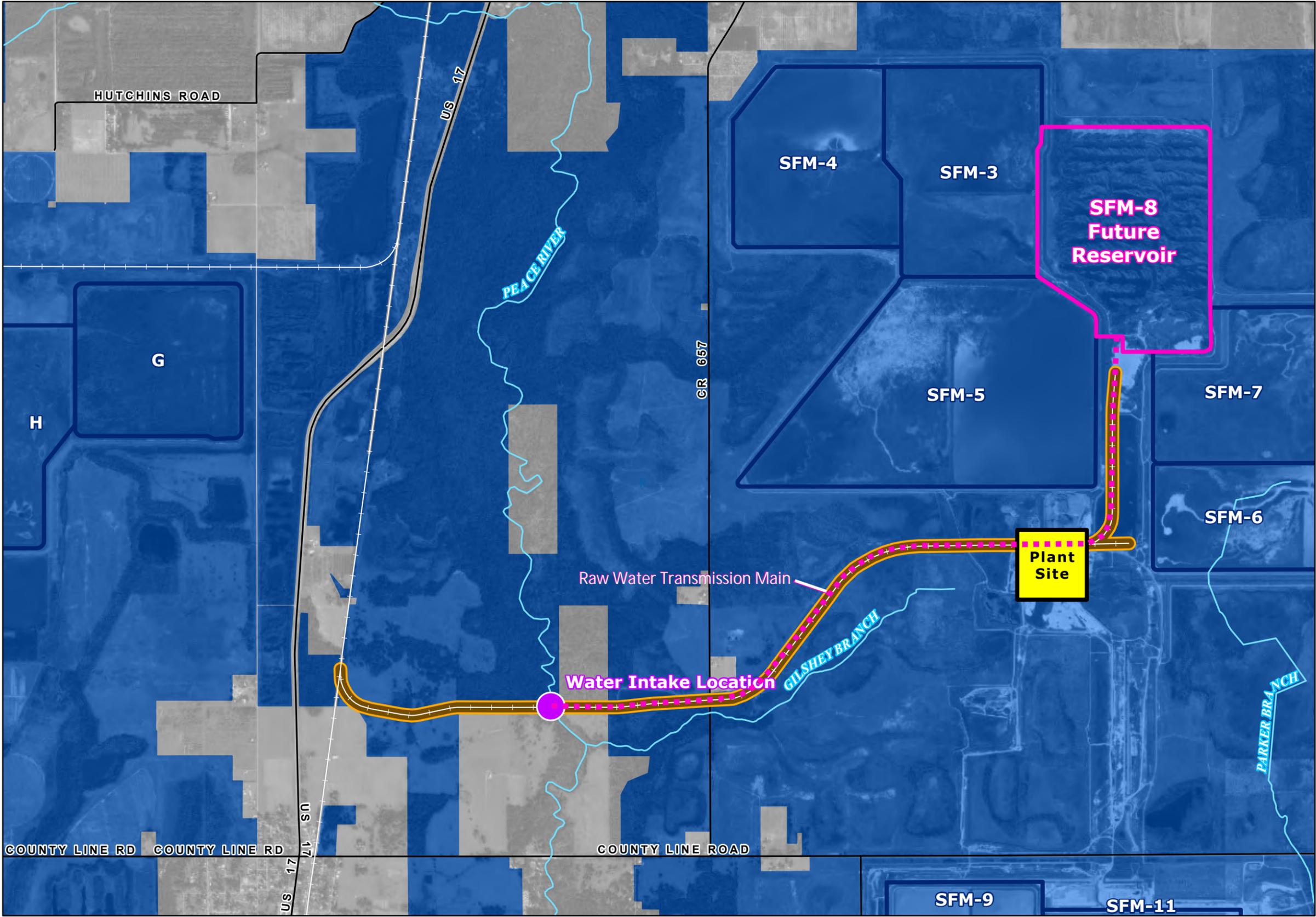
By: South Ft. Meade General
Partner, LLC, a Delaware
limited partnership

By: _____
Name: _____
Its: _____

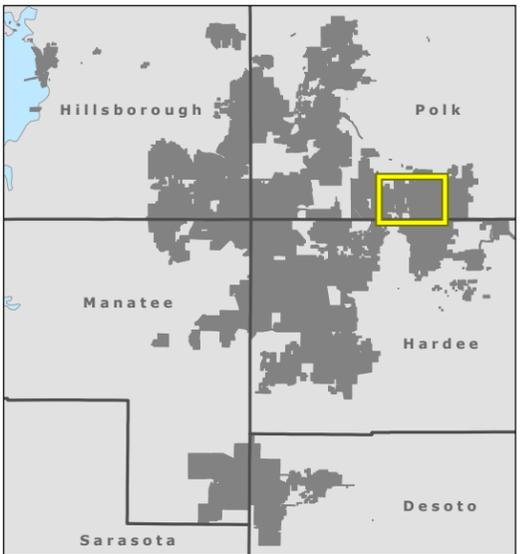
EXHIBIT A

Map of Area To Be Explored

SFM-8 Reservoir

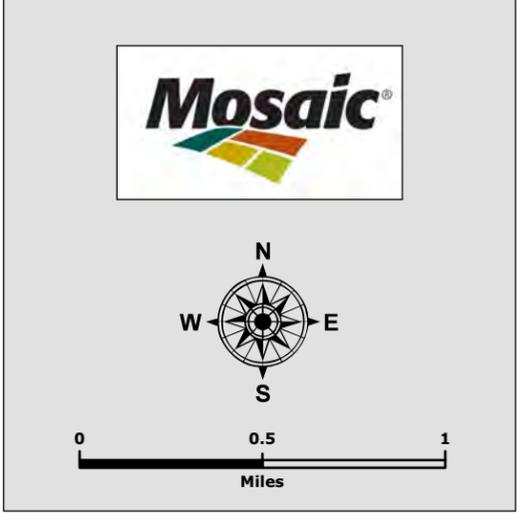


Location Key



Legend

- Major Streams / Rivers (USGS)
- Major Roads
- Railroads
- Infrastructure Corridor
- SFM-8: Future Reservoir
- Water Intake Location
- Future Water Plant Site
- Other Clay Settling Areas
- Mosaic Holdings



User: jwh Date: 2/11/2026 Layout: General_Location
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Agenda Item G.2.

3/18/2026

SUBJECT

Request to Increase FDEP SRF Planning Loan DW520000 for Costs Associated with West Polk Test Production Well #3 (Action)

DESCRIPTION

The original FDEP SRF Planning Loan (DW520000) has been used for the Combined Projects feasibility studies and initial test well construction. During a Third-Party Review of the Preliminary Design Reports for the Southeast and West Polk Projects and in accordance with their co-funding requirements, SWFWMD requested that two additional Test Production Wells would be required to confirm expected raw water quality. Those two wells include one for the Southeast Well Field (TPW #3) and one for the West Polk Lower Floridan Aquifer (TPW #2). The Engineer's estimate at that time was based on pre-Covid pricing and was estimated at \$4,425,000 per well for a total of \$8,850,000 including engineering.

The Agreement for TPW #3 with A.C. Schultes was executed on September 21, 2022, for \$3,697,690. The Agreement with FDD for TPW #2 was executed on September 18, 2024, for \$7,577,150. In both cases multiple bids were received, and the low bidder was selected.

The first amendment requested \$3,710,050 for additional test well construction, of which \$796,015.50 was paid directly to Bartow to finance its payment to the PRWC through the SRF, which the SRF allowed it to do so. This left \$2,914,034.50 for the TPW #3 and TPW# 2 projects. The second amendment increased the time to complete the project to February 15, 2027.

The third amendment the PRWC is now requesting from the FDEP is in the amount of \$1,400,000 to complete the test well drilling projects. The PRWC anticipates the projects will be completed by the current expiration date of the contract in February 2027. The FDEP has indicated that if funds are available, then the SRF will place the PRWC request on its May 2026 priority list for funding. If funds are received to increase the SRF Planning Loan DW520000, the loan amendment will come before the PRWC Board of Directors in May or July 2026 for final approval.

RECOMMENDATION

Request to Increase FDEP SRF Planning Loan DW520000 for Costs Associated with West Polk Test Production Well (TPW #3)

FISCAL IMPACT

Board approval of the request to increase the SRF Planning Loan DW520000 and the amended contract (Anticipated in May or July 2026) will increase the SRF Planning Loan by \$1,400,000 to pay the costs of test production well construction.

CONTACT INFORMATION

Tom Mattiacci

Agenda Item H.1.

3/18/2026

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. Water Production Facility
 - c. 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.

3/18/2026

SUBJECT

Adopt Resolution 2026-02 to Approve the Extension and Amendment of the PRWC Revolving Credit Agreement with Truist Bank and its Affiliate, Truist Commercial Equity, Inc. (Action)

DESCRIPTION

On March 18, 2025, the PRWC Board of Directors approved Resolution 2025-04 authorizing a loan agreement with Truist Bank to provide a line of credit (LOC) in a principal amount not to exceed \$10,000,000 for cash flow purposes. The current LOC matures on March 24, 2026.

With the Truist LOC expiring, the PRWC Financial Advisor worked with Truist on renewal terms. Truist agreed to extend the LOC for another year at the same favorable fees and terms as offered under the original LOC. One of the terms extended is the use of the SIFMA (Securities Industry and Financial Markets Association), a tax-exempt index which resets weekly, plus 20 basis points. For example, as of February 25th, the current interest rate is 2.08% based on the most recent SIFMA index of 1.88%.

The current Truist LOC has an outstanding principal balance of \$1,217,521.95. Interest is paid monthly on the outstanding LOC balance in addition to payment of quarterly interest on the unused balance.

RECOMMENDATION

Adopt Resolution 2026-02 to Approve the Revolving Line of Credit Loan Agreement with Truist Bank.

FISCAL IMPACT

Since the Truist LOC original issuance, \$46,549 in interest has been paid. The future fiscal impacts of the 2026 loan agreement extension are unable to be determined at this time due to the timing and amounts of future draws on the LOC and change in interest rate.

CONTACT INFORMATION

Laura Guy-Rice
Eric DeHaven

Please refer to item F.5 for the resolution and exhibit

Agenda Item H.3.

3/18/2026

SUBJECT

Approve the Negotiated Settlement with Alcoma Properties LTD. and UPCO, Inc. for PRWC Parcels 5039, 5044, 5058, 5059, 5082, 5041, 5083-A, 5083-B, 5084, 5076, and 5078 Permanent and Temporary Construction Easements (Action)

DESCRIPTION

Following negotiations between the PRWC and the Attorney representing Alcoma Properties, LTD., and UPCO Inc., the PRWC reached a monetary settlement regarding the easements (5039, 5044, 5058, 5059, 5082, 5041, 5083-A, 5083-B, 5084, 5076, 5078) needed on these properties (Exhibit A).

Pursuant to the negotiated terms, the property owner of these four parcels will receive \$700,000 for permanent and temporary construction easements totaling 6.78 acres. The PRWC appraisal amount for permanent and temporary construction easements was \$230,600. The property owner (through their attorney) initially countered at \$1,034,500. After a series of cost exchanges, a settlement was reached at \$700,000 which is \$469,400 above the appraised value. The increase in the amount of compensation provided to the property owner above the appraised value is considered reasonable and appropriate primarily due to the loss of approximately 381 citrus trees and the associated infrastructure.

The PRWC negotiated expert fee invoices in the amount of \$75,294.80. Statutory attorney fees mandated under Florida law are \$155,380.50. The total cost for the easement is \$930,675.30.

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

- 1) The settlement is \$334,500 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$300,000-\$400,000 in costs;
- 3) The PRWC transmission line can remain as designed despite impacts to an active citrus grove and former sand mining area with some potential for residential development.

This settlement was negotiated and settled by the PRWC's eminent domain attorney (Policastro Law Group) with the property owner's attorney. Easements were acquired from the property owner by Order of Taking's on January 9, 2024, and April 4, 2024. The PRWC attorney will file the Stipulated Final Judgements for all parcels to finalize the agreement.

RECOMMENDATION

Approve the Negotiated Settlement with Alcoma Properties LTD. and UPCO, Inc. for PRWC Parcel Numbers 5039, 5044, 5058, 5059, 5082, 5041, 5083-A, 5083-B, 5084, 5076, 5078 for Permanent and Temporary Construction Easements.

FISCAL IMPACT

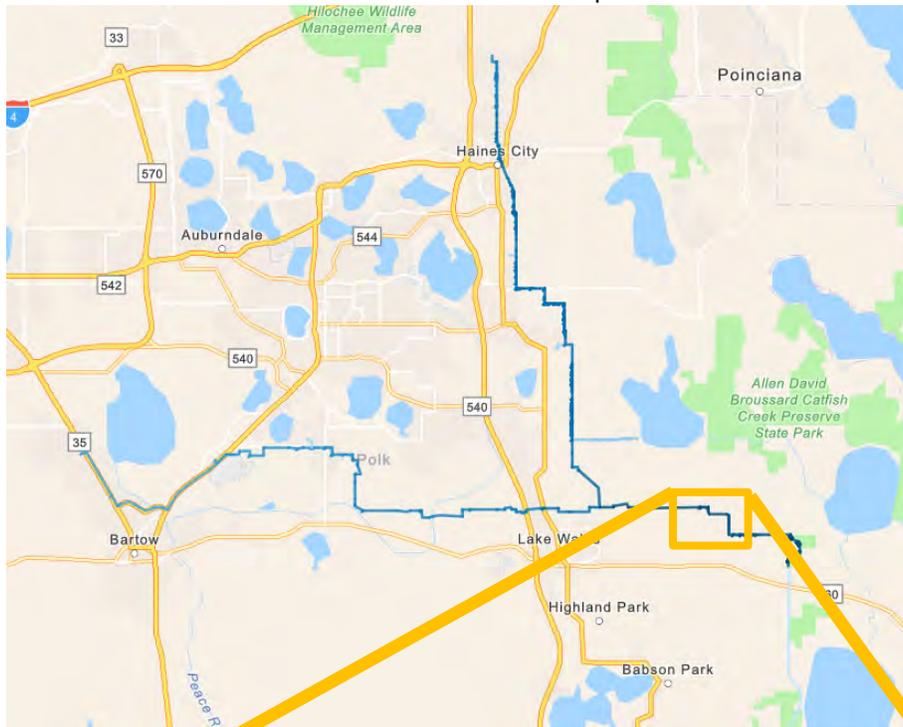
The Negotiated Settlement provides that the PRWC will pay \$930,675.30 (inclusive of attorney and expert fees) for the Permanent and Temporary Construction Easements. These costs are expected to be reimbursed through a Heartland Headwaters Protection and Sustainability Act grant. A total of \$21,229,000 is budgeted for Southeast Wellfield Transmission Main land costs.

CONTACT INFORMATION

Eric DeHaven

Exhibit A – Location Map

Overall PRWC SETM Map



Parcels 5039, 5044, 5058, 5059,
5082, 5041, 5083, 5084, 5076, 5078

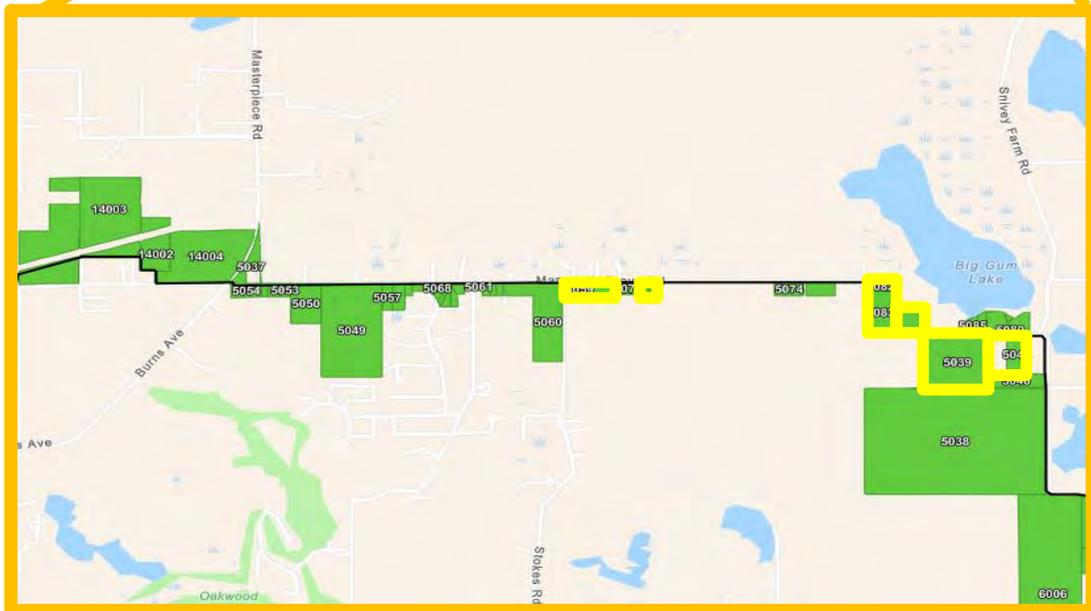


Exhibit A – Parcel 5044 Alcoma Properties

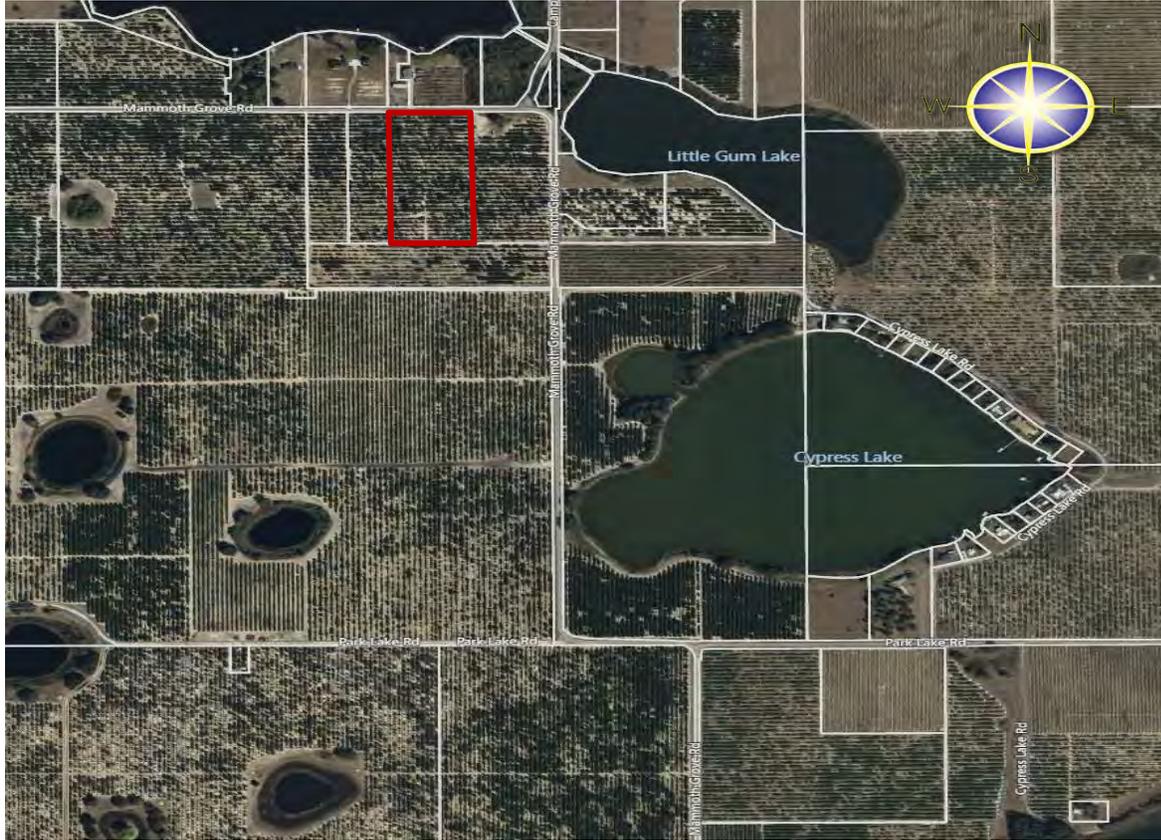


Exhibit A – Parcel 5058 Alcoma Properties



Exhibit A – Parcel 5059 Alcoma Properties



Exhibit A – Parcel 5082 UPCO



Exhibit A – Parcel 5041 UPCO

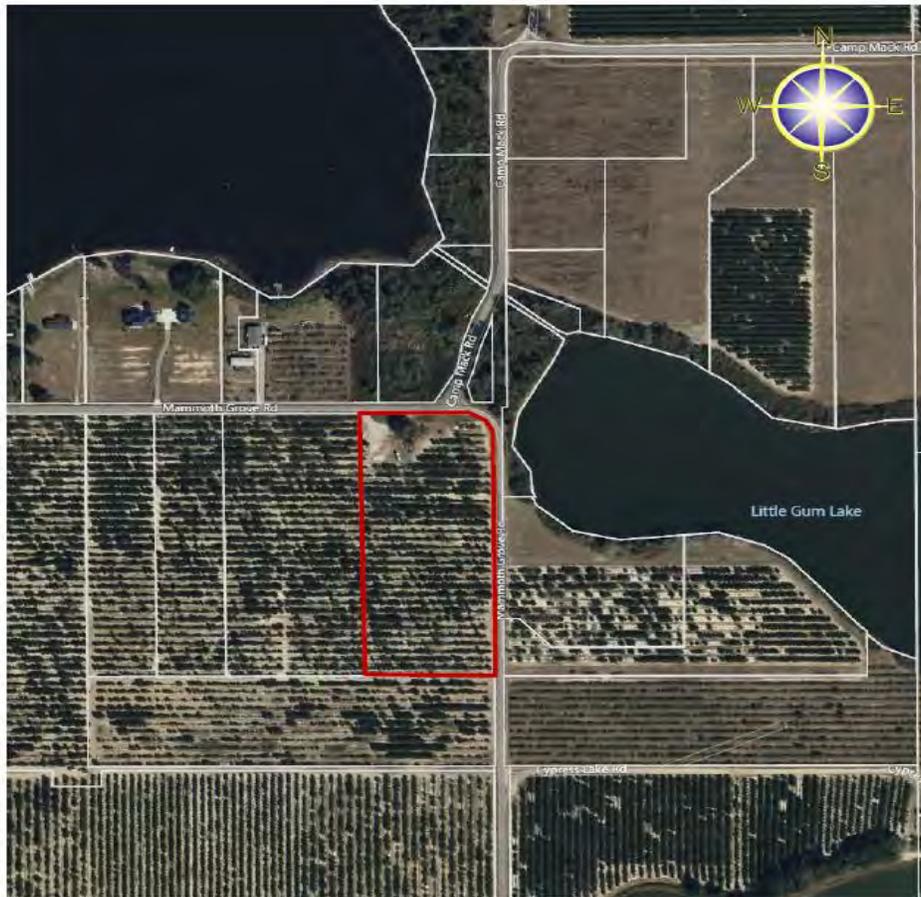


Exhibit A – Parcel 5083-A UPCO



Exhibit A – Parcel 5083-B UPCO



Exhibit A – Parcel 5084 UPCO



Exhibit A – Parcel 5076 Alcoma & UPCO



Exhibit A – Parcel 5078 Alcoma & UPCO



Agenda Item I.1.

3/18/2026

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

SUBJECT

Approve the Construction Manager at Risk (CMAR) Pre-Construction Services Addendum with Florida Water Partners for the West Polk Lower Floridan Aquifer Project (Action)

DESCRIPTION

On September 16, 2022, the Board approved a contractor under a Construction Manager at Risk (CMAR) arrangement. The CMAR Agreement addresses the performance of preconstruction and construction phase services for the Southeast Wellfield project and West Polk Lower Floridan Aquifer (LFA) project, as further described in RFQ 22-32 administered by the City of Winter Haven. Pre-Construction Services include coordination of all architectural, landscaping, and engineering design, and other pre-construction services, including, without limitation, the preparation of a proposed Guaranteed Maximum Price (GMP) necessary to provide a complete and usable facility. Construction Phase Services include the construction of the facilities, along with project management, coordination, and quality assurance services necessary to complete the projects to the Cooperative's satisfaction.

The Southeast Wellfield Project, Phase 1, and the West Polk LFA Project, Phase 1, are considered individual projects under the CMAR Agreement. The Pre-Construction Services Addendum for the West Polk LFA Project is intended to engage the CMAR during the final design phase to perform evaluations, review engineering plans and specifications to provide value engineering (VE) recommendations, consult with the engineer and third-party contract operator on design and contract packaging, develop project schedules, prepare a project manual, identify long lead procurement items, conduct market analysis, and stimulate bidder interest. As the project progresses through the final design phase, additional authorizations will be required to support project management, bidding, and Guaranteed Maximum Price (GMP) development before proceeding to the construction phase.

The total fee for Pre-Construction Services is \$1,606,792, including \$1,218,006 for the water treatment facility and well field, \$388,786 for transmission lines, and a contingency of \$80,339. State Revolving Fund (SRF) Design Loan DW532002 will be utilized to fund the Pre-Construction Services for the West Polk LFA Project.

Therefore, staff recommend that the Board approve the CMAR Pre-Construction Services Addendum with FWP, subject to the following:

- 1) Expenditures incurring starting March 18, 2026
- 2) The Executive Director must authorize expenditures beyond \$1,196,226 as the project progresses through the final design phase and the CMAR initiates bidding and subsequent development of the GMP.

RECOMMENDATION

Request Board approval of the Construction Manager at Risk (CMAR) Pre-Construction Services Addendum with Florida Water Partners for the West Polk LFA Project.

FISCAL IMPACT

Fiscal impact in the amount of \$1,606,792, subject to the limitations described above.

CONTACT INFORMATION

Tom Mattiacci



Polk Regional Water Cooperative
West Polk LFA - Transmission Lines
 Florida Water Partners
 CMAR Preconstruction Phase Services Proposal



Project Directors	Precon Manager	Estimating Director	Estimating Support	Sr Project Manager	Project Manager	Asst. Project Manager	Project Engineers	General Supt	Supt.	Field Engineer	Project Admin	Program Scheduler	Outreach Coordinator	Other
\$227.00	\$181.00	\$206.00	\$141.00	\$206.00	\$181.00	\$152.00	\$116.00	\$206.00	\$181.00	\$143.00	\$99.00	\$141.00	\$99.00	
														MTRL & SUBS

Labor Hours	GC Cost	Total Cost
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Hourly rate

A. Preconstruction Phase Services

Task ID	Description	Project Directors	Precon Manager	Estimating Director	Estimating Support	Sr Project Manager	Project Manager	Asst. Project Manager	Project Engineers	General Supt	Supt.	Field Engineer	Project Admin	Program Scheduler	Outreach Coordinator	Other	Labor Hours	GC Cost	Total Cost
1	Meetings & Site Investigation																		
1.1	PRWC Board Meetings					8											8	\$ 1,648	\$ 1,648
1.2	TAC Meetings					8											8	\$ 1,648	\$ 1,648
1.3	Team Meetings					40											40	\$ 8,240	\$ 8,240
1.4	Funding Agency Meetings					4											4	\$ 824	\$ 824
1.5	Building Department Meetings																-	\$ -	\$ -
1.6	Site Visits // Coordination	16		16	24	24				24							104	\$ 20,200	\$ 20,200
1.7	Public Outreach Support														8		8	\$ 792	\$ 792
1.8	Schedule Review Meetings												16				16	\$ 2,256	\$ 2,256
1.9	Design Review Meetings	8				40		40		40							128	\$ 24,376	\$ 24,376
1.10	Cost Estimate, VE, Constructability Review Meetings			24		24											48	\$ 9,888	\$ 9,888
1.11	Misc. Meetings	8		40		40											88	\$ 18,296	\$ 18,296
	Subtotal - Meetings & Site Investigation	32	-	80	24	188	-	40	-	64	-	-	-	16	8	-	452	\$ 88,168	\$ 88,168
2	PMIS and Project Manual																		
2.1	Develop PMIS					4											4	\$ 824	\$ 824
2.2	PMIS Reporting					4											4	\$ 824	\$ 824
2.3	Develop Project Manual					4											4	\$ 824	\$ 824
2.4	Update Project Manual					4											4	\$ 824	\$ 824
	Subtotal - PMIS and Project Manual	-	-	-	-	16	-	-	-	-	-	-	-	-	-	-	16	\$ 3,296	\$ 3,296
3	Project Schedule Development																		
3.1	CPM Schedule - 30% Documents					4							24				28	\$ 4,208	\$ 4,208
3.2	CPM Schedule - 60% Documents					4							16				20	\$ 3,080	\$ 3,080
3.3	CPM Schedule - 90% Documents	2				4							8				14	\$ 2,406	\$ 2,406
3.4	Review/Update CPM Schedules (30%, 60%, 90%)					4							20				24	\$ 3,644	\$ 3,644
3.5	Final GMP Schedule					4							8				12	\$ 1,952	\$ 1,952
	Subtotal - Project Schedule Development	2	-	-	-	20	-	-	-	-	-	-	76	-	-	-	98	\$ 15,290	\$ 15,290
4	Project Planning and Design																		
4.1	30% Documents - Specification and Drawing Reviews	2		16		20				16							54	\$ 11,166	\$ 11,166
4.2	30% Documents - Review Package (VE, Constructability, Risks, Coordination)			8	6	8				4							26	\$ 4,966	\$ 4,966
4.3	60% Documents - Specification and Drawing Reviews			16		32				20							68	\$ 14,008	\$ 14,008
4.4	60% Documents - Review Package (VE, Constructability, Risks, Coordination)	4		8	12	40				8							72	\$ 14,136	\$ 14,136
4.5	90% Documents - Specification and Drawing Reviews			8		20				8							36	\$ 7,416	\$ 7,416
4.6	90% Documents - Review Package (VE, Constructability, Risks, Coordination)	4		8	12	16				8							48	\$ 9,192	\$ 9,192
4.7	100% Documents - Specification and Drawing Reviews			16		16				4							36	\$ 7,416	\$ 7,416
	Subtotal - Project Planning and Design	10	-	80	30	152	-	-	-	68	-	-	-	-	-	-	340	\$ 68,300	\$ 68,300
5	Project Cost Estimates																		
5.1	Prepare Cost Estimate - 30% Documents	4		8	120	40				20							192	\$ 31,836	\$ 31,836
5.2	Prepare Cost Estimate - 60% Documents	4		8	100	40				20							172	\$ 29,016	\$ 29,016
5.3	Identify Long-Lead or Special Order Items				16	8											24	\$ 3,904	\$ 3,904
5.4	Permit Determinations					2											2	\$ 412	\$ 412
5.5	Prepare Cost Estimate - 90% Documents	4		8	80	20				10							122	\$ 20,016	\$ 20,016
5.6	Identify Long-Lead or Special Order Items				4	4											8	\$ 1,388	\$ 1,388
5.7	Permit Determinations					2											2	\$ 412	\$ 412
	Subtotal - Project Cost Estimates	12	-	24	320	116	-	-	-	50	-	-	-	-	-	-	522	\$ 86,984	\$ 86,984
6	Bid Package and GMP Development																		
6.1	Develop Bid Packages	8				60			80				10				158	\$ 24,446	\$ 24,446
6.2	Prepare RFP Package and Advertise	8		20		40			40				10				118	\$ 19,806	\$ 19,806
6.3	Pre-Bid Site Visits / Meetings					8			8								16	\$ 2,576	\$ 2,576
6.4	Receive Bids					8			8				4				20	\$ 2,972	\$ 2,972
6.5	Review/Analyze Bids and Recommendations	4				24			24								52	\$ 8,636	\$ 8,636
6.6	GMP Proposal	4				16			16								36	\$ 6,060	\$ 6,060
6.7	GMP Review Meetings					16			16								32	\$ 5,152	\$ 5,152
6.8	Final GMP Assembly	2				8			8								18	\$ 3,030	\$ 3,030
	Subtotal - Bid Package and GMP Development	26	-	20	-	180	-	-	200	-	-	-	24	-	-	-	450	\$ 72,678	\$ 72,678
7	Other Items																		
7.1	Insurance																		5,832
7.2	Preconstruction Phase Contingency																		19,439
	Subtotal - Other Items	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,271
	Preconstruction Phase Services Subtotal	82	-	204	374	672	-	40	200	182	-	-	24	92	8	25,271	1,878	\$ 334,716	\$ 359,987.03

FEE - 8% \$ 28,798.96

TOTAL PRECON SERVICES \$ 388,786



Polk County

Polk Regional Water Cooperative

Agenda Item I.3.

3/18/2026

SUBJECT

Adopt Resolution 2026-02 to Approve the Extension and Amendment of the PRWC Revolving Credit Agreement with Truist Bank and its Affiliate, Truist Commercial Equity, Inc. (Action)

DESCRIPTION

On March 18, 2025, the PRWC Board of Directors approved Resolution 2025-04 authorizing a loan agreement with Truist Bank to provide a line of credit (LOC) in a principal amount not to exceed \$10,000,000 for cash flow purposes. The current LOC matures on March 24, 2026.

With the Truist LOC expiring, the PRWC Financial Advisor worked with Truist on renewal terms. Truist agreed to extend the LOC for another year at the same favorable fees and terms as offered under the original LOC. One of the terms extended is the use of the SIFMA (Securities Industry and Financial Markets Association), a tax-exempt index which resets weekly, plus 20 basis points. For example, as of February 25th, the current interest rate is 2.08% based on the most recent SIFMA index of 1.88%.

The current Truist LOC has an outstanding principal balance of \$1,217,521.95. Interest is paid monthly on the outstanding LOC balance in addition to payment of quarterly interest on the unused balance.

RECOMMENDATION

Adopt Resolution 2026-02 to Approve the Revolving Line of Credit Loan Agreement with Truist Bank.

FISCAL IMPACT

Since the Truist LOC original issuance, \$46,549 in interest has been paid. The future fiscal impacts of the 2026 loan agreement extension are unable to be determined at this time due to the timing and amounts of future draws on the LOC and change in interest rate.

CONTACT INFORMATION

Laura Guy-Rice

Eric DeHaven

Please refer to item F.5 for the resolution and exhibit