

Meeting Agenda - Final-revised

July 29, 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 May 2026 BOD Regular Meeting Minutes (Action)
 - E.2. Approve Amendment 3 to SWFWMD Cooperative Funding Agreement 20CF0003425 for the PRWC Southeast Regional Transmission Main Project (Q216) (Action)
 - E.3. Approve the Utility Easement Agreement and Ingress/Egress Agreement with Polk County, the City of Bartow, and the City of Lakeland for the 540A Booster Pump Station (Action)
- F. Regular BOD Items**
 - F.1. Preliminary PRWC Administrative Budget and Conservation Budget - FY2027 (Information Item)
 - F.2. Heartland Headwaters Protection & Sustainability Act Funding and Project Applications - FY 2026/2027 (Information)
 - F.3. PRWC Workforce Transition Plan (Information)
 - F.4. Approve Resolution 2026-04 to Adopt PRWC Policy Manual Including Previously Adopted Policies and Reserving Chapters for Future Policies (Action)
- G. Recess Regular BOD/Commence Combined Projects BOD**
 - G.1. Preliminary PRWC Combined Projects Budget - FY2027 (Information)
- H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD**
 - H.1. Preliminary PRWC Southeast Wellfield Project Budget - FY2027 (Information)

- H.2. Update on Southeast Wellfield Project (Information)
- H.3. Approve the Guaranteed Maximum Price (GMP-7) for PRWC Booster Pump Stations and Metering Stations for the Southeast Wellfield Transmission Main (Action)
- H.4. Approve Resolution 2026-05 to Approve Contractor Change Requests over \$100,000 for the PRWC Southeast Wellfield Project (Action)
- H.5. Adopt Resolution 2026-06 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #21A) to implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)
- H.6. Approve the Mediated Settlement with Mark D. Beck and Glenn Elliot Beck, Beck Agricultural Holdings LLLP, for PRWC Parcels 4007, 4008, 4009 Permanent and Temporary Construction Easements (Action)
- H.7. Approve the Mediated Settlement with Hunt Brothers Inc. for PRWC Parcels 3057, 5060, and 6002 Permanent and Temporary Construction Easements (Action)
- H.8. Approve the Negotiated Settlement with Welsh Road Land Investments LLC for PRWC Parcels 3014, 3015, 3089, and 3090 Permanent and Temporary Construction Easements (Action)
- H.9. Rejection and Termination of the Proposed Easement Purchase Agreements with Highland Meadows II Community Development District for PRWC Parcel Numbers 1029, 1037, 1062 and 1063 Permanent and Temporary Construction Easements (Action)

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

- I.1. Preliminary West Polk Wellfield Project Budget - FY2027 (Information)
- I.2. Update on the West Polk Wellfield Project (Information)
- I.3. Approval of Land Purchase from Mid-Florida Land/Yacoub Tareq for West Polk Wellfield Production Well 3 (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.

7/29/2026

SUBJECT

Approve May 2026 BOD Regular Meeting Minutes (Action)

DESCRIPTION

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

- Regular PRWC BOD meeting - May 20, 2026

RECOMMENDATION

Recommend approval of minutes for referenced meeting.

FISCAL IMPACT

No fiscal impact.

CONTACT INFORMATION

Eric DeHaven



May 20, 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 (Absent)
City of Dundee	Commissioner Bert Goddard (Absent)
City of Eagle Lake	Commissioner Pamela Chaney
City of Fort Meade	Commissioner James Watts (Absent)
City of Frostproof	Mayor Mike Hutto (Absent)
City of Haines City	Mayor Morris West
City of Lake Alfred	Mayor Mac Fuller (Vice-Chairman)
Town of Lake Hamilton	Commissioner Phyllis Hall (Absent)
City of Lake Wales	Commissioner Keith Thompson
City of Lakeland	Commissioner Mike Musick
City of Mulberry	Commissioner Kathy Barsotti (Absent)
City of Polk City	Mayor Joe LaCasia
City of Winter Haven	Mayor Nathaniel Birdsong (Chairman)
Polk County Commissioner	Commissioner Becky Troutman (Secretary/Treasurer)
PRWC Executive Director	Eric DeHaven
PRWC General Counsel	Edward de la Parte

A. Call To Order - 2:00 p.m. – Chairman Birdsong called the meeting to order at 2:01 p.m. **Eric DeHaven** confirmed that a quorum was present.

B Recognition of new primary/alternate appointees of members

Chairman Birdsong introduced **Commissioner Pamela Chaney** as a new member from Eagle Lake, and a newly elected Commissioner. Members then introduced themselves.

C. Agenda Revisions

Chairman Birdsong asked if there were any revisions to the agenda. **Eric DeHaven** noted there were no revisions but that the draft agenda sent out 2 weeks prior had two items that were removed from the final agenda. The first item is approval of the GMP-7 package, and the second item is a property purchase for a West Polk well site. Both items need additional time to finalize, and the Board will see these items at the July meeting.

D. Public Comments (Limited to 3 minutes)

Chairman Birdsong asked if there were any public comments. There were no public comments.

E. Consent Items

E.1. Approve March 2026 BOD Regular Meeting Minutes (Action)

E.2. Approve Brynjulfson CPA Auditing Services Engagement Letter for FY2026 Auditing Services (Action)

E.3. Approve Change No. 003 (Deductive) to Guaranteed Maximum Price GMP-3 with Florida Water Partners for the Southeast Wellfield Water Production Facility (Action)

E.4. Approve Amendment to the Contract with the Greater Tampa Bay Area Council, Inc. Boy Scouts of America for the Purchase of Skunk Mitigation Credits for the Southeast Wellfield Project (Action)

Chairman Birdsong noted there were four consent items for the Board's review. **Eric DeHaven** provided a brief overview of each item and noted that the Board Packet also contained an overview of these items. **Chairman Birdsong** noted the Owner Direct Purchase program is important for saving the PRWC money.

*Motion to approve consent items E1-E4 in the entirety was made by **Mayor West** seconded by **Commissioner Musick**. Motion was unanimously approved.*

F. Regular BOD Items

F.1. Approve the Fourth Amendment to the Employment Agreement for the PRWC Executive Director (Action)

Chairman Birdsong asked **Mr. de la Parte** to provide an overview of this agenda item. **Ed de La Parte** noted that **Eric DeHaven's** employment agreement was originally signed in May 2022. The agreement provides for an annual review of the Executive Director's performance. Over the course of the last three years, the Executive Director has received an excellent rating, and his current salary under the third amendment to the contract is \$139,467.00. A performance review was completed by the Board Chair, **Chairman Birdsong**, and there is a recommendation for an annual salary to be increased by 10%, or to \$153,414.00. This amendment doesn't change any other provision of the employment agreement.

Chairman Birdsong noted that **Mr. DeHaven** has done a fine job and is deserving of the increase.

*Motion to Approve the Fourth Amendment to the Employment Agreement for the PRWC Executive Director made by **Commissioner Trish Pfeiffer** seconded by **Mayor Mac Fuller**. Motion was unanimously approved.*

F.2. Member Annual Water Charge True-Up Examination (Action)

Chairman Birdsong asked Laura Guy-Rice to provide an overview of this item. **Laura Guy-Rice** discussed the true-up process which is a provision in the Implementation Agreement for the Southeast and West Polk Projects. The purpose of the true-up is to compare actual expenses to the amounts collected from the members. The PRWC auditor looked at the true-up results for FY2023/24 and FY2024/25 and agreed that there was a credit due to the Southeast members of \$2,804,401 and to the West Polk members of \$169,480.

Laura Guy-Rice then provided a table that showed the individual member credits applied to the FY2027 budget amounts to assist in members budgeting correctly for the PRWC.

Eric DeHaven mentioned that the slide presented is the updated amounts members should budget and the intention is to send this slide to the Members as they prepare their final FY2027 budgets, so everyone has the correct amount each member needs to budget for PRWC next year.

Mayor West asked if that slide is on the Board packet. **Eric DeHaven** said no but it will be sent to all the members. **Chairman Birdsong** thanked Laura Guy-Rice for the information and asked for a motion.

*Motion to Approve the Member Annual Water Charge Tru-Up Examination was made by **Commissioner Trish Pfeiffer** seconded by **Mayor Alex Camm**. Motion was unanimously approved.*

F.3. Approve the Agreement with Tinker LLC for Water Conservation Education Program Materials and Services for the PRWC Water Conservation Program (Action)

Eric DeHaven provided background information on the PRWC Conservation Program. He noted this project focuses on rebate programs, reimbursement to members for their conservation programs, outreach and advertising, and administrative tasks. The board has been funding the PRWC Conservation Project agreement at a rate of

\$150,000/year; \$75,000 directly from the members, and \$75,000 from the Heartland grant that we get from the legislature.

The PRWC would now like to use those funds with Tinker LLC, who provides utility-based education programs and materials for use in elementary school classrooms, focusing on the 5th grade. The program for next year is designed to reach 4,000 students in Polk County classrooms. The total contract with Tinker is for \$118,000, of which 50% will be funded by the Heartland Grant.

Besides the in-class studies on water conservation, students get a conservation kit to take home. The program has already been used by Polk and other nearby counties.

Chairman Birdsong asked for questions and a motion.

Motion to Approve the Agreement with Tinker LLC for Water Conservation Education Program Materials and Services for the PRWC Water Conservation Program was made by **Commissioner Mike Musick** seconded by **Mayor Morris West**. Motion was unanimously approved.

Chairman Birdsong recessed the Regular Board and called to order the Combined Projects Board.

G. Recess Regular BOD/Commence Combined Projects BOD

G.1. Update on the Alafia River Water Supply Project (Information)

Chairman Birdsong asked **Eric DeHaven** to provide the update on the Alafia River. **Eric DeHaven** provided an overview of the PRWC legal challenge against Tampa Bay Water and the Southwest Florida Water Management District over the permit modification issued to Tampa Bay Water. The settlement agreement was approved by the PRWC Board on March 18th, 2026, and was then approved by the District on March 24, 2026. On April 20, 2026, Tampa Bay Water approved the agreement.

Yesterday the Southwest Florida Water Management District approved the final order and issued Tampa Bay Water the revised permit. This officially ends the permit challenge. He noted that as a reminder, this agreement reserves up to 5% of the Alafia River flows for use by the PRWC after 2032. For the next 6 years, the PWRC will be working with the District and Tampa Bay Water on possible alternatives to the PRWC using the Alafia River.

Eric DeHaven also noted that he will be working with each of the members on the Combined Projects Implementation agreement second amendment. Each member's commission will need to review and approved the amendment.

Chairman Birdsong noted that it is a good news item to be done with the permit challenge and it cost the PRWC funds, but we also protected a source of water for the area.

G.2. Update on Upper Peace River Minimum Flows (Information)

Eric DeHaven noted that the Upper Peace River is a very regulated system and reviewed the various minimum flows and reservations established on the system.

The district recently embarked on an effort to set new Upper Peace River minimum flows. Under the existing MFL's, the PRWC could potentially pump approximately 28 million gallons per day of water. Under their revised minimum flows, only 17 Million gallons per day could be used. As a result of the 11 million gallons per day loss in water available to the PRWC, the board approved a budget of just under \$50,000 to review the proposed minimum flows and participate in the peer review process. The PRWC and TeamOne submitted a technical memo to the district that had four main concerns with the proposed minimum flow. The last and most important item requests a modification to the groundwater adjustment rate to better match environmental conditions and avoid operational discontinuities. The District is evaluating the technical memorandum submitted by the PRWC and that in the next 6 weeks the PRWC will know where they stand regarding our comments.

Chairman Birdsong asked if there were any questions. He then recessed the Combined Projects Board and turned the meeting over to **Chairman Pfeiffer** to begin the Southeast Project Board.

H. Recess Combined Projects BOD/Commence Southeast Wellfield BOD

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

Chairman Pfeiffer welcomed the Board members and requested that action items be voted on using a roll call vote following the weighted vote method. She asked **Mark Addison** to provide the Southeast Wellfield update.

Mark Addison reviewed design status indicating the only design work continuing is the Haines City and Northeast Polk County transmission connection. He reviewed the GMP status and noted GMP-7 will be presented to the Board in July. GMP-7 is for the booster pump and meter stations. Regarding the production wells, wells 9-12 are complete and PW 14 is anticipated to be completed in August 2026. The Water Production Facility construction continues, including the raw water pipeline, and has a substantial completion date expected for Fall 2028. He provided numerous pictures and a video of status.

Mark Addison then provided an update on the transmission main. He indicated that GMP-1 construction package 2A is complete, GMP-2 construction package 1 is 45% complete, GMP-2 package 6 is substantially complete, and GMP-4 package 2B is 55% complete. He continued and noted that GMP-4 package 4A is 85% complete, GMP-5

package 3A is 25% complete, GMP-5 package 4B is 20% complete, GMP-5 package 5 is 20% complete. On the remainder of the transmission line a construction NTP for GMP-6 package 2C is anticipated in the next 2 weeks and a NTP for Package 3B is anticipated in June. He did note that GMP-6 construction sequencing may be impacted by the easement acquisition schedule. He provided numerous pictures of the transmission main status.

Mark Addison then provided an update on road and lane closures. There is an update on the PRWC website that can be accessed by the public. In June and July there will be closures in the Wahneta area that will impact Lake Gwyn Park and Wahneta Elementary School. There is ongoing lane closure along Bomber Road/Eagle Lake area and Old Bartow Lake Wales Road. Mailers and press releases have been sent out to notify the community of road closures.

He then provided an update on easement acquisitions. Offers have been made on all affected land acquisition parcels. Settlements have been reached on 280 out of 300 parcels, and total compensation is just over \$16 million.

Finally, he noted that we are wrapping up permitting activities. All permits for plant and raw water main have been issued, and transmission piping permits have been issued.

Mayor West requested the road closure link be sent out to inform the community of road closures. **Mark Addison** noted we are providing mailers, which have been effective. We also have done press releases. He discussed issues on 10th street associated with construction.

Mayor West also suggested Board Members have a tour of the facility. **Eric DeHaven** agreed and suggested some time at the end of October due to weather considerations. **Mark Addison** indicated we are about 40% complete with Transmission Line. **Mayor LaCascia** noted the FDOT posts road closures. **Commissioner Troutman** indicated the County issues a press release with the FDOT and PRWC road closures.

H.2. Adopt Resolution 2026-03 Parcel Resolution of Necessity to Acquire Specified Parcels (Parcel 3095 Permanent and Temporary Construction Easement) to Implement the Southeast Wellfield Project (Action)

Mark Addison gave a quick background regarding SEWF raw water and finished water transmission line and the need for parcel resolutions. Resolution 2026-03 authorizes the Cooperative to acquire a permanent easement and temporary construction easement over one additional parcel. Acquisition can be by negotiation, contract, or legal proceedings. This parcel is located near Lake Mabel Loop Road in the Dundee area.

Chairman Pfeiffer as if there are any questions and requested a motion. A roll call vote was taken.

*Motion to Adopt Resolution 2026-03 Parcel Resolution of Necessity to Acquire Specified Parcels (Parcel 3095 Permanent and Temporary Construction Easement) for the Southeast Wellfield Project was made by **Mayor Birdsong** seconded by **Mayor West**. Motion was unanimously approved.*

H.3. Approve the Second Injection Well for the Southeast Wellfield Water Production Facility and Approve Staff to Initiate Amendment 1 to the Southeast WIFIA Loan (Action)

Chairman Pfeiffer noted the next item was a request for a second injection well. **Mary Thomas** began her presentation indicating that there is currently an injection well on the Southeast Water Production Facility site that was completed in 2024. Today we are asking for official approval to move forward with the second well.

The injection well is necessary for management of the reverse osmosis concentrate. The existing well will serve the 7.5MGD water production facility which will produce up to 2.5MGD of concentrate with no redundancy. PRWC and TeamOne staff believe a second injection well is necessary for the future water production facility expansions and overall system reliability. She provided a site map to show where the well would be located.

Mary Thomas noted that a \$22M line item has been previously presented in the PRWC Business Plan to cover the costs of this well. The well will be paid for from the EPA WIFIA loan with no increase in total loan value, offset by a reduction in transmission pipeline costs. This will require the loan agreement to be amended. The amendment being requested is to change the scope by adding the second injection well and modifying the substantial completion date for the loan to the Fall of 2028. WIFIA proceeds will also be requested to fund the Debt Service Reserve fund rather than member payments.

Mary Thomas noted that **Julie Santamaria**, the PRWC Financial Advisor, is in the room to assist with any questions on the WIFIA Loan Amendment.

Chairman Pfeiffer asked if there were any questions and asked for a motion. A roll call vote was taken.

*Motion to approve staff to initiate the Financial Planning and Procurement of a Driller for Southeast Injection Well # 2 and to Submit a Request to WIFIA for a Loan Amendment was made by **Mayor Nathaniel Birdsong** seconded by **Mayor Morris West**. Motion was unanimously approved.*

H.4. Approve the Negotiated Settlement with Boozer Service and Equipment Inc. for PRWC Parcel 12007 Permanent and Temporary Construction Easements (Action)

Chairman Pfeiffer moved to the next item which was a settlement agreement. **Eric DeHaven** mentioned this settlement agreement is associated with one parcel located on Davenport Blvd northwest of the terminus of N 10th Street in Davenport. The PRWC obtained an order of taking in February 2026, and a proposed settlement was reached in April 2026. The PRWC appraisal amount was \$54,570 and the owner counter-offered at \$128,891. A settlement was reached at \$120,000 with no additional expert or attorney fees.

The benefit to the PRWC is that it receives easements over 0.211 acres, the settlement is \$8,891 less than owners offer with no additional expert/ attorney fees, design remains unchanged, and a jury trial was avoided.

Chairman Pfeiffer asked if there were any questions, requested a motion, and asked for the roll call vote.

*Motion to Approve the Negotiated Settlement with Boozer Service and Equipment Inc. for PRWC Parcel 12007 Permanent and Temporary Construction Easements was made by **Mayor Birdsong** seconded by **Commissioner Musick and Mayor Fuller**. Motion was unanimously approved.*

H.5. Approve the Mediated Settlement with Dundee Reserve Holdings LLC for PRWC Parcel 3011 Permanent and Temporary Construction Easements (Action)

Chairman Pfeiffer asked to move to the last item on the Southeast agenda. **Eric DeHaven** mentioned this is a mediated settlement for a parcel located on HL Smith Road at the intersection with Lake Maire in Dundee. He provided a map of the parcel. Negotiations began in October 2025, and a mediation session was held in March 2026. PRWC appraisal amount was \$373,850, the owner counter-offered \$1,098,000, and a settlement was reached at \$740,000. With attorney fees and expert costs, the total cost for easements was \$933,300. This settlement is based on the development rights of the owner who had several permits in hand from Dundee as well as the water management district.

The PRWC receives easement over about 1.2 acres and 2,000' of pipeline, the settlement is \$358,000 less than the owners offer, the pipeline design remains unchanged, and a jury trial was avoided that could have added up to \$400,000 in costs.

Chairman Pfeiffer asked for questions and a motion. A roll call vote was taken.

*Motion to approve the Mediated Settlement with Dundee Reserve Holdings LLC for PRWC Parcel 3011 Permanent and Temporary Construction Easements was made by **Mayor Camm** seconded by **Commissioner Troutman**. Motion was unanimously approved.*

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

I. Recess Southeast Wellfield BOD/Commence West Polk BOD

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

Chairman Musick began the West Polk Board by welcoming the members and noted there was only the West Polk status update on the agenda. He asked **Tom Mattiacci** to provide the update. **Tom Mattiacci** began by discussing the project schedule. The CMAR notice to proceed has been issued and a kick-off meeting is scheduled for June 3, 2026. The sixty percent water production facility design is expected to begin this summer. The West Polk Injection Well 1 has drilled to a depth of 8,005' with the 20" injection casing to be installed next to 3,900. The Test Production Well 2 and associated monitoring wells and the aquifer performance test are complete. Regarding the site acquisition for additional production wells - well site #3 is expected to have a settlement in July 2026, well Site #4 discussions are underway, and voluntary acquisition of future-phase wells are to begin once phase 1 is complete.

Tom Mattiacci gave some history on the SRF Planning Loan process. He noted that the PRWC needs approximately \$1.4M in additional funds for test production wells 2 and 3. The PRWC is considering amending the SRF loan and new guaranty agreements will be needed.

Chairman Musick asked for any questions. He closed the West Polk meeting and turned the meeting over to Chairman Birdsong to finish the Regular meeting

J. Recess West Polk BOD/Commence Regular BOD

K. Open Discussion

L. Chair / Executive Director Report

Eric DeHaven mentioned the next meeting is July 29th due to FDEP Summer Permitting School and a Power Conference. He thanked the Board for their attendance.

M. Adjournment Meeting was adjourned by **Chairman Birdsong**.

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Agenda Item E.2.

7/29/2026

SUBJECT

Approve Amendment 3 to SWFWMD Cooperative Funding Agreement 20CF0003425 for the PRWC Southeast Regional Transmission Main Project (Q216) (Action)

DESCRIPTION

On May 11, 2022 the PRWC Southeast Wellfield Board of Directors approved an agreement with the Southwest Florida Water Management District (SWFWMD) to provide \$80,963,000 (inclusive of \$4,950,000 in FDEP grants) in co-funding for the Southeast Wellfield Transmission Main Project. On March 19, 2025 the Board of Directors approved the first amendment to the agreement to add an additional \$3,438,487 in FDEP grant funds. On September 17, 2025 the PRWC Board approved the second amendment to the agreement to add an additional \$10,000,000 in FDEP Alternative Water Supply grant funding and to extend the agreement to December 31, 2030.

The agreement is now being amended a third time to provide an additional \$9,222,605 in FDEP Alternative Water Supply grant funding. The full SWFWMD reimbursement amount, inclusive of FDEP funds, is now \$103,624,092.

RECOMMENDATION

Approve the third contract amendment to SWFWMD Cooperative Funding Agreement 20CF0003425 Southeast Regional Transmission Main (Q216).

FISCAL IMPACT

The third amendment to the contract provides a total of \$103,624,092 in grant funds for the Southeast Wellfield Transmission Main Project.

CONTACT INFORMATION

Eric DeHaven

THIRD AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
POLK REGIONAL WATER COOPERATIVE
REGIONAL TRANSMISSION SOUTHEAST (Q216)

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

WITNESSETH:

WHEREAS, the DISTRICT and the COOPERATOR entered into an agreement effective April 26, 2022, as amended March 25, 2025 and September 24, 2025 (Agreement No. 20CF0003425), hereinafter referred to as the "Existing Agreement," for the post-30% design services, permitting and construction of the Southeast Regional Transmission; and

WHEREAS, the parties hereto wish to amend the Existing Agreement to modify the Project Budget, add state funding as identified below, and update contract language applicable to the DISTRICT'S cooperatively funded projects; and

WHEREAS, the FDEP Grant Agreement has been amended to increase funding for the PROJECT by \$9,222,605 for a total grant amount of \$27,611,092.

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

1. The first paragraph of the Funding Paragraph is hereby replaced in its entirety with the following:

3. FUNDING.

The parties initially anticipated that the total cost of the PROJECT would be One Hundred Fifty-Six Million Nine Hundred Seventy-Six Thousand Dollars (\$156,976,000) (Initial Board-Approved Project Amount). Subsequently, the COOPERATOR advised the DISTRICT that the total cost of the PROJECT increased to Two Hundred Thirty-Three Million Four Hundred Twenty-Two Thousand Three Hundred Forty-Four Dollars (\$233,422,344). The DISTRICT'S maximum funding amount, exclusive of funds provided under the FDEP Grant Agreement, is Seventy-Six Million Thirteen Thousand Dollars (\$76,013,000). The COOPERATOR'S funding

match is Seventy-Six Million Thirteen Thousand Dollars (\$76,013,000) and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5 of this Funding Paragraph. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

The DISTRICT agrees to reimburse the COOPERATOR for PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates reimbursing PROJECT costs up to One Hundred Three Million Six Hundred Twenty-Four Thousand Ninety-Two Dollars (\$103,624,092), inclusive of FDEP funds in the amount of \$27,611,092. The DISTRICT'S reimbursement obligation with respect to FDEP funds is contingent upon the DISTRICT'S receipt of such funds from the FDEP.

2. Subparagraph 1 of the Funding Paragraph is hereby replaced in its entirety with the following:

The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved \$89,176,767 for the PROJECT through Fiscal Year 2026. This amount includes \$27,611,092 in state appropriations pursuant to the FDEP Grant Agreement, as amended; however, the release of such funds to the DISTRICT is subject to the legislature releasing funds to the FDEP. If the state appropriations are not released to the DISTRICT, the DISTRICT and the COOPERATOR agree to provide their full share of PROJECT costs, subject to this Funding Paragraph. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT'S Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The parties acknowledge that pursuant to the FDEP Grant Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this PROJECT may become unavailable in the future. The COOPERATOR agrees to comply with the FDEP Grant Agreement Terms and Conditions attached hereto as an exhibit.

3. Subparagraph 14 of the Funding Paragraph is hereby replaced in its entirety with the following:

The FDEP Engineer's Certification of Payment Request form exhibit must be completed and submitted with each DISTRICT Grantee Payment Request. The COOPERATOR'S Engineer of Record will sign the certifications for the DISTRICT'S Payment Requests containing invoices for construction costs.

4. The Diversity in Contracting and Subcontracting Paragraph is hereby deleted in its entirety.
5. Exhibit "C-2", Special Audit Requirements is hereby replaced in its entirety with Exhibit "C-3", attached hereto. All references in the Agreement to Exhibit "C-2" shall hereinafter refer to Exhibit "C-3".

6. Exhibit "F", FDEP Engineer's Certification of Payment Request Form is hereby replaced in its entirety with Exhibit "F-1", attached hereto. All references in the Agreement to Exhibit "F" shall hereinafter refer to Exhibit "F-1".

7. The Documents Paragraph is hereby replaced in its entirety with the following:

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", then to Exhibit "D", then to Exhibit "C-3", then to Exhibit "F-1", then to Exhibit "X", then to Exhibit "Y", then to Exhibit "G".

Exhibit "A"	Project Plan
Exhibit "C-3"	Special Audit Requirements
Exhibit "D"	FDEP Grant Agreement Terms and Conditions
Exhibit "F-1"	FDEP Engineer's Certification of Payment Request Form
Exhibit "G"	Deliverables Report Form
Exhibit "X"	Anticipated Owner's Allowance/Contingency Justification Form
Exhibit "Y"	Construction Unanticipated Continency Justification Form

8. The Project Budget section set forth in the Project Plan is hereby replaced in its entirety with the following:

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Program Management	\$0	\$2,600,000	\$2,600,000
Design and Permitting	\$0	\$20,150,000	\$20,150,000
CMAR Preconstruction Services	\$0	\$1,514,217	\$1,514,217
Construction • CFI share • FDEP	\$71,863,000 \$27,611,092	\$101,384,035	\$200,858,127
Construction Engineering & Certificate of Substantial Completion	\$3,400,000	\$3,400,000	\$6,800,000
As-Built Survey, Record Drawings & Asset Management Plan and Operating Protocol	\$750,000	\$750,000	\$1,500,000
TOTAL	\$103,624,092	\$129,798,252	\$233,422,344

The FDEP funds in the amount of \$27,611,092 provided to the DISTRICT under the FDEP Grant Agreement, as amended, are included under the DISTRICT'S funding share. FDEP funds in the amount of \$4,950,000 included in the original Cooperative Funding Agreement shall be applied in accordance with Subparagraph 5 of the Funding Paragraph in the original Cooperative Funding Agreement. FDEP funds in the amount of \$22,661,092

may be used to cover PROJECT cost increases in accordance with Subparagraph 5 of the Funding Paragraph in this Amendment.

The COOPERATOR will not seek reimbursement from the DISTRICT for expenses associated with preconstruction services. The DISTRICT will reimburse for construction services at 100% until reimbursements equal the COOPERATOR expenditures for Program Management, Design and Permitting, and CMAR preconstruction services; but at no time will the DISTRICT'S expenditure amounts exceed expenditures made by the COOPERATOR.

Reimbursement for expenditures for anticipated owners allowance and/or contingency pay items identified in the Guaranteed Maximum Price is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must complete one Anticipated Owner's Allowance/Contingency Justification Form attached to this Agreement, per contingency line item requested for DISTRICT reimbursement.

Reimbursement for expenditures for unanticipated contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must complete one Construction Unanticipated Contingency Justification Form attached to this Agreement, per unanticipated contingency line item requested for DISTRICT reimbursement.

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

The remainder of this page intentionally left blank.

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

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

POLK REGIONAL WATER COOPERATIVE

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

THIRD AMENDMENT
TO AGREEMENT BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
POLK REGIONAL WATER COOPERATIVE
FOR
POLK REGIONAL WATER COOPERATIVE
REGIONAL TRANSMISSION SOUTHEAST (Q216)

Exhibit "C-3"

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

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

Exhibit C-3

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

By Mail:

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Exhibit C-3

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

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

EXHIBIT – 1

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

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

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

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

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

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

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

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

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2020-2021	37.100	Alternative Water Supply – LI 1622	\$4,950,000	141138
Amendment 1	Department of Environmental Protection	2022-2023	37.100	Alternative Water Supply - LI 1649	\$3,438,487	141138
Amendment 2	Department of Environmental Protection	2024-2025	37.100	Alternative Water Supply – LI 1737	\$10,000,000	141138
Amendment 3	Department of Environmental Protection	2025-2026	37.100	Alternative Water Supply – LI 1551	\$9,222,605	141138
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$27,611,092	
-------------	--------------	--

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

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

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Exhibit "F-1"
Engineer's Certification of Payment Request

ONLY SUBMIT IF CONSTRUCTION IS PART OF THE PAYMENT REQUEST

I, _____ being the Professional Engineer retained by
(name of Professional Engineer)

_____, am responsible for overseeing construction of the project
(name of Grantee or Local Cooperator)

described in the Agreement and do hereby certify that for DEP Agreement No. WS047 and Payment Request No. _____:

- 1) All permits and approvals required for the construction, which is underway, have been obtained.
- 2) Payment is in accordance with construction contract provisions.
- 3) Construction up to the point of this payment request is in compliance with the approved plans and permits.
- 4) Equipment, materials, labor, and services represented by the construction invoices have been satisfactorily purchased or received and applied to the project in accordance with construction contract documents filed with and previously approved by the Department of Environmental Protection.

The construction invoices bundled for the
Grant WS047 Pay Request No. ____ are:

_____ ,

for work period _____ through _____ .

Signature of Professional Engineer
(Original Ink or Digital Timestamp)

Firm or Affiliation

(Date)

(P.E. Number)

SUBJECT

Approve the Utility Easement Agreement and Ingress/Egress Agreement with Polk County, the City of Bartow, and the City of Lakeland for the 540A Booster Pump Station (Action)

DESCRIPTION

In May 2020, Polk County purchased a 2.08-acre parcel at 4520 E. County Road 540A, Highland City, Florida, to serve as a reliability interconnect and to supply PRWC water. The City of Lakeland acquired a 50% interest in December 2020, and in April 2025 the City of Bartow acquired a 1/6th interest from each of Lakeland and Polk County, leaving each of the three governmental owners with a 1/3rd interest.

The property has been divided into a north and south parcel as shown on Exhibit A. The three owners' existing interconnect station sits on the south parcel. The three owners (collectively, the Grantor) now propose to grant PRWC (the Grantee) two perpetual, non-exclusive easements: (1) an Ingress/Egress Easement across the south parcel for pedestrian and vehicular access, and (2) a Utility Easement over the north parcel, where PRWC will construct and operate a Booster Pump Station to deliver PRWC water - initially to Polk County, with later phases serving Bartow and Lakeland.

Under the Ingress/Egress Easement (Exhibit B), PRWC is responsible for routine maintenance of the south parcel and for repairing any damage it causes; if PRWC fails to repair, the Grantor may cure and bill PRWC. Each party's use is subject to noninterference with the other's rights. PRWC indemnifies the Grantor. The easement runs to PRWC and any successor organization - not the public - and is not a public right-of-way.

Under the Utility Easement (Exhibit C), PRWC will construct and operate the Booster Pump Station on the north parcel at its own expense and must keep the facilities and land in serviceable condition. PRWC's Site Plan, and any material alteration or improvement, requires Grantor consent, which the Grantor may not unreasonably withhold, condition, or delay. If PRWC damages the land and fails to repair it, the Grantor may cure and bill PRWC. The Grantor may not grant a third-party easement over the Easement Lands without PRWC's consent, which PRWC will not unreasonably withhold. Each party's use is subject to noninterference with the other's rights, and PRWC indemnifies the Grantor. Under normal operations the Grantor should have no need to enter the north parcel.

RECOMMENDATION

Approve the Utility Easement Agreement and Ingress/Egress Agreement with Polk County, the City of Bartow, and the City of Lakeland for the 540A Booster Pump Station (Action)

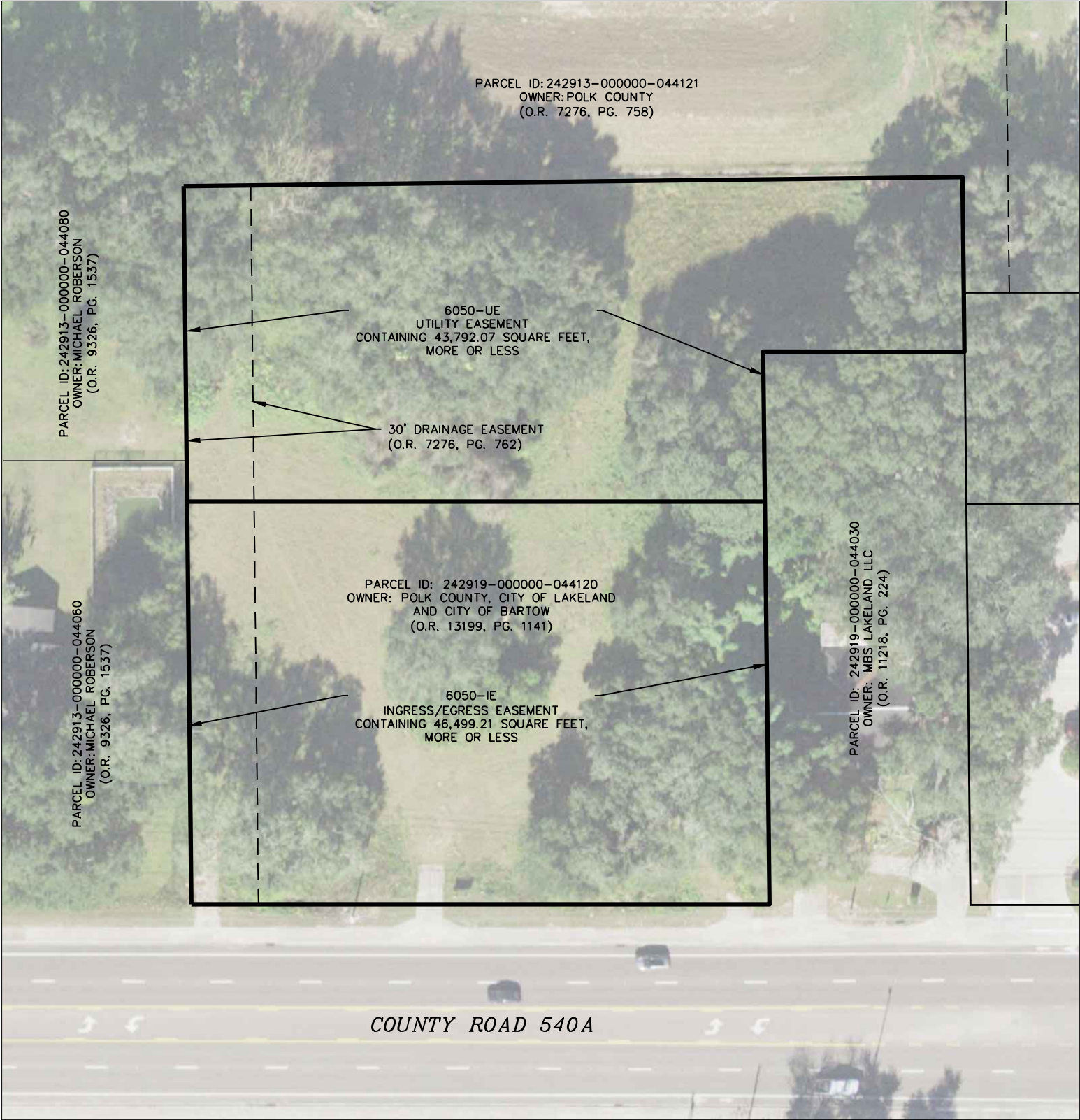
FISCAL IMPACT

The easements are being donated to PRWC by Polk County, Lakeland, and Bartow. The 540A Booster Pump Station is part of the GMP-7 construction package with the PRWC Construction Manager at Risk (CMAR). The estimated cost of the Booster Pump Station is approximately \$8.5M, exclusive of allowances, contingency, CMAR fees, and bonds/insurance.

CONTACT INFORMATION

Tom Mattiacci

EXHIBIT A



P:\882503\CAD\SO\	NUMBER	DATE	DESCRIPTION	CHASTAIN-SKILLMAN 205 EAST ORANGE STREET SUITE #110 LAKELAND, FL 33801-4611 (863) 646-1402		POLK REGIONAL WATER COOPERATIVE		FIELD BY: N/A	PARCEL NUMBER: 6050
								DATE: 09/19/2025	
								FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

Exhibit B

Parcel No: 242913-000000-044120

This instrument was prepared by or under the direction of:
Tom Mattiacci
City of Lakeland Water Utilities Department
501 E. Lemon Street
Lakeland, Florida, 33801

Space above this line for recording information

Ingress Egress Easement

THIS EASEMENT is made this 29th day of July 2026, by the **City of Bartow**, a Florida Municipal Corporation, whose address is 450 N. Wilson Avenue, Bartow, FL 33830; the **CITY OF LAKE LAND**, a Florida municipal cooperation, whose mailing address is 228 S. Massachusetts Avenue, Lakeland Florida 33801; and **Polk County**, a political subdivision of the State of Florida, whose address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831, collectively, the Grantor, to the **POLK REGIONAL WATER COOPERATIVE**, an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831, Grantee;

WHEREAS, Grantor owns certain real property (the "Property") located within Polk County, Florida, which the Polk County Property Appraiser identifies as Parcel ID 242913-000000-044120; and

WHEREAS, a portion of the Property is depicted and described on Exhibit "A" attached hereto, and identified as 6050-IE ("Parcel 6050-IE"); and

WHEREAS, Grantee desires a non-exclusive, perpetual easement for limited pedestrian and vehicular ingress and egress in and over those portions (the "Easement Lands") of Parcel 6050-IE which the Grantor from time to time reasonably designates by improvements or otherwise for use as drives, walks, or paths to provide Grantee access to the Grantor's northerly adjoining portions of the Property solely to install, operate, and maintain facilities upon that land in accordance with a separate utility easement the Grantor is concurrently granting to the Grantee; and

WHEREAS, Grantor agrees to grant the Grantee an easement over the Easement Lands in accordance with and pursuant to the terms and conditions of the Easement, and subject to existing easements of record;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant unto Grantee, its successors and assigns, a permanent non-exclusive easement ("Easement") for ingress and egress, in and over the Easement Lands as stated herein, and subject to existing easements of record, to provide Grantee access to the Grantor's northerly adjoining portions of the Property solely to install, operate, maintain, inspect, repair, and replace facilities upon that land in accordance with a separate utility easement the Grantor is concurrently granting to the Grantee.

2. This Easement is granted subject to the following terms, conditions, and agreements:

a) The Grantee shall be responsible for the routine maintenance and repairs of the Easement Lands as needed from the Grantee's use of those lands so it remains in a serviceable condition for use by the Grantor and the Grantee.

b) If the Grantee damages the Grantor's land, equipment, facilities, or any improvements when accessing and using the Easement Lands or any other Property area to the extent such damage results from Grantee's exercise of the rights granted herein, then, at the Grantor's reasonable election, the Grantee shall either repair or replace the damaged real property and personal property to the same or substantially similar conditions which existed prior to such damage with the damaged property being restored to the same, like, or better quality and at their original locations or as near as is reasonably practicable thereto, all to the reasonable satisfaction of the Grantor.

c) The Grantor retains the right to use the Easement Lands subject to noninterference with the Grantee's easement rights. The Grantee shall have the right to use the Easement Lands subject to noninterference with the Grantor's rights as the Property fee owner of the Easement Lands.

d) Damages to the Easement Lands and any improvements, facilities or personal property which are caused by the Grantee shall be repaired within a reasonable time by the Grantee.

e) Should the Grantee not repair the Easement Lands within a reasonable time as set forth in Section 2d), the Grantor may repair the Easement Lands after providing the Grantee notice that Grantor will undertake the repair because the Grantee has not

timely begun the required repair. If Grantor repairs the damage, then the Grantee shall pay Grantor all reasonable costs the Grantor incurs to do so.

f) In the event the Grantee performs emergency-related repairs, unscheduled facility adjustment activities, or scheduled improvement projects within Easement Lands, the Grantee shall be responsible for restoring the disturbed portions of Easement Lands in as good or better condition than existed prior to the disturbance activity by the Grantee, and to the satisfaction of the Grantor.

g) Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

h) Grantee shall indemnify and hold Grantor, and its officers, agents, employees, and invitees harmless from any injuries, liability, loss, or damage suffered as a result of Grantee's use of the Easement Lands.

i) It is expressly understood and agreed that the Easement granted herein shall not be construed or used as a public easement or a public right-of-way, but is expressly limited to use by the Polk Regional Water Cooperative ("PRWC") and any successor organization thereto, solely to provide Grantee access to the northerly adjoining portions of the Property so it can install, operate, maintain, inspect, repair, and replace PRWC facilities upon that land in accordance with a separate utility easement the Grantor has concurrently granted to the Grantee.

j) The Grantee, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's joint use of the Easement Lands or to Grantor's use of Parcel 6050-IE. Likewise, the Grantor, in the exercise of its ownership rights, shall not permit any action, activity, or course or conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to the rights granted herein to Grantee.

k) In the event there is a breach of any of the covenants, conditions, or agreements contained herein, the Grantor and Grantee shall first meet and attempt to resolve the breach. If they are not able to resolve the dispute, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding they shall submit the dispute to non-binding mediation conducted by a mutually agreeable mediator, sharing the cost of mediation

equally. Should the mediator declare an impasse and a lawsuit or other action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party in addition to any damages that may be awarded. Among other matters the parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

l) This Easement agreement shall be governed under the laws of the State of Florida, with venue for any action being the Circuit Court for the State of Florida 10th Judicial Circuit, Polk County, Florida, or the Federal District Court for the Middle District of Florida, Tampa Division.

3. The Grantor warrants and represents unto the Grantee that the Grantor possesses fee simple title to the Easement Lands and that it is authorized to execute and deliver this Easement agreement.

4. This Easement agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The remainder of this page has been left intentionally blank

Parcel No: 242913-000000-044120

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year set forth hereinabove.

Attest:

Grantor:
The City of Bartow
a Florida municipal Corporation

By: _____
Jacqueline Poole, City Clerk

By: _____
Tanya Tucker, Mayor

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to form and legal sufficiency:

Sean R. Parker, City Attorney

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2026, by Tanya Tucker, Mayor, on behalf of the City of Bartow, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

Parcel No: 242913-000000-044120

Attest:

Grantor:
The City of Lakeland
a Florida municipal Corporation

By: _____
Kelly S. Koos, City Clerk

By: _____
Sara Roberts McCarley, Mayor

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to form and legal sufficiency:

Palmer C. Davis, City Attorney

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2026, by Sara Roberts McCarley, Mayor, on behalf of the City of Lakeland who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

Parcel No: 242913-000000-044120

Stacy M. Butterfield
Clerk of the Board

Grantor:

Polk County
a political subdivision of the State of Florida

By: _____
Deputy Clerk

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

WITNESS: _____
PRINT NAME: _____
ADDRESS: _____

Reviewed as to form and legal sufficiency:

COUNTY ATTORNEY'S OFFICE

WITNESS: _____
PRINT NAME: _____
ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or
☐ online notarization this _____ day of _____, 2026, by Martha Santiago,
Ed. D., as Chair of the Polk County Board of County Commissioners, on behalf of Polk County, a
political subdivision of the State of Florida, who is ☐ is personally known to me or ☐ has produced
_____ as identification.

(NOTARIAL SEAL)

Notary Public
PRINT NAME: _____
COMMISSION EXPIRES: _____

Parcel No: 242913-000000-044120

Attest:

Grantee:
Polk Regional Water Cooperative
A Florida Independent Special District

By: _____
Mac Fuller, Secretary

By: _____
Nathaniel J. Birdsong, Jr. Chair

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to form and legal sufficiency:

Edward P. de la Parte Legal Counsel

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

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

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

DESCRIPTION
6050-IE

DESCRIPTION:

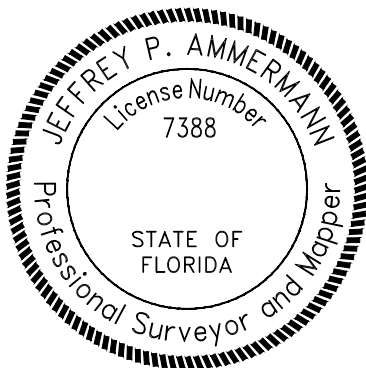
A parcel of land being a portion of the parcel described in Official Records Book 13499, Pages 1141 through 1143, Public Records of Polk County, Florida, located in Section 13, Township 29 South, Range 24 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 13; thence South 89°59'18" East, along the South line of said Section 13, a distance of 176.50 feet to the intersection with the East line of the West 176.50 feet of said Section 13; thence North 00°36'31" West, along said East line, 40.00 feet to the North right-of-way line of County Road 540A (S-540-A) as depicted in Florida Department of Transportation Section Map 1668-151 for the POINT OF BEGINNING; thence continue North 00°36'31" West, along said East line, 180.00 feet; thence South 89°59'18" East, 258.29 feet to the intersection with the East line of said parcel described in Official Records Book 13499, Pages 1141 through 1143; thence South 00°38'46" East, 180.00 feet to the intersection with said North right-of-way line of County Road 540A (S-540-A); thence North 89°59'18" West, along said North right-of-way line, 258.40 feet to the POINT OF BEGINNING.

Said parcel containing 46,499.21 square feet, more or less.

CERTIFICATION:

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



JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

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

CS PROJECT: 8825.03

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

6050-IE

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 09/19/2025

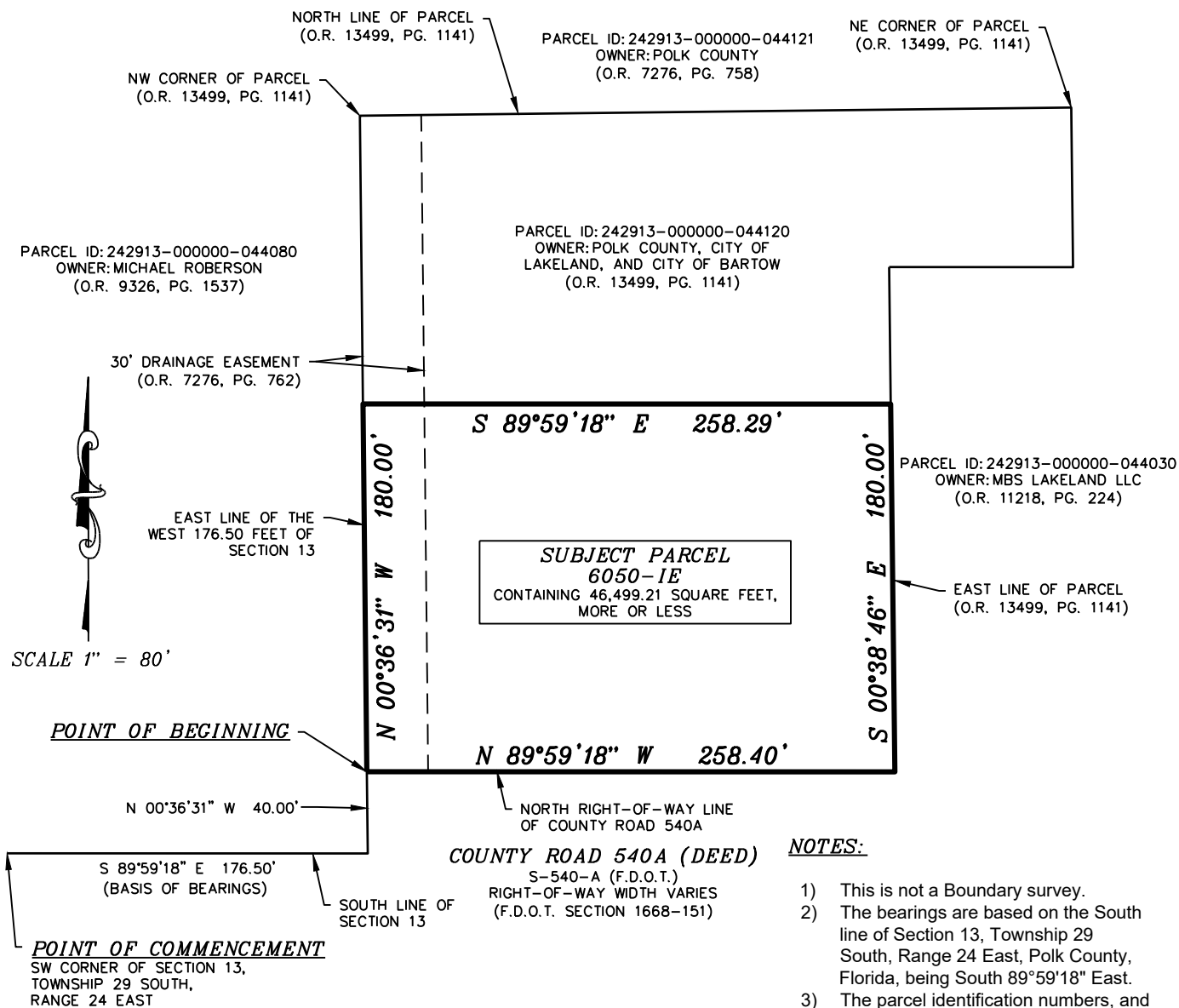
SHEET NO. V-01

LEGEND:

PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
IE = INGRESS/EGRESS EASEMENT
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION

DESCRIPTION SKETCH

6050-IE



NOTES:

- 1) This is not a Boundary survey.
- 2) The bearings are based on the South line of Section 13, Township 29 South, Range 24 East, Polk County, Florida, being South 89°59'18" East.
- 3) 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.
- 4) See sheet 1 for description, certification, and Surveyor's signature and seal.

SHEET 2 OF 2

CS PROJECT: 8825.03

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

6050-IE

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 09/19/2025

SHEET NO. V-02

Exhibit C

Parcel No: 242913-000000-044120

This instrument was prepared by or under the direction of:
Tom Mattiacci
City of Lakeland Water Utilities Department
501 E. Lemon Street
Lakeland, Florida, 33801

Space above this line for recording information

Utility Easement

THIS EASEMENT is made this 29th day of July 2026, by the **City of Bartow**, a Florida Municipal Corporation, whose address is 450 N. Wilson Avenue, Bartow, FL 33830; the **CITY OF LAKELAND**, a Florida municipal cooperation, whose mailing address is 228 S. Massachusetts Avenue, Lakeland Florida 33801; and **Polk County**, a political subdivision of the State of Florida, whose address is P.O. Box 9005, Drawer RE-01, Bartow, Florida 33831, collectively, the Grantor, to the **POLK REGIONAL WATER COOPERATIVE**, an independent special district under the laws of the State of Florida, whose address is 330 West Church Street, Bartow, Florida 33831, Grantee

WHEREAS, Grantor owns certain real property (the "Property") located within Polk County, Florida, which the Polk County Property Appraiser identifies as Parcel ID 242913-000000-044120; and

WHEREAS, a portion of the Property is depicted and described on Exhibit "A" attached hereto, and identified as "6050-UE" (hereinafter "Easement Lands"); and

WHEREAS, Grantee desires a non-exclusive, perpetual utility easement in, on, under, and over the Easement Lands to construct, improve, operate, inspect, maintain, repair, and replace a Booster Pump Station and its associated appurtenances necessary for the transmission of water to Polk Regional Water Cooperative ("PRWC") member governments in accordance with a final Site Plan, Paving, Grading, and Stormwater Management Plan approved by the Grantor (the "Site Plan"); and

WHEREAS, Grantor agrees to grant the Grantee an easement over the Easement Lands in accordance with and pursuant to the terms and conditions stated herein, and subject to existing easements of record;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grantor does hereby grant unto Grantee, its successors and assigns, a permanent non-exclusive utility easement ("Easement") in, on, under, and over the Easement Lands to construct, improve, operate, inspect, maintain, repair, and replace a Booster Pump Station and its associated appurtenances necessary for the transmission of water to PRWC member governments in accordance with the Site Plan and subject to existing easements of record.

2. This Easement is granted subject to the following terms, conditions, and agreements:

a) The Grantee shall at all times, at its own cost and expense, keep and maintain the Easement Lands and all facilities and improvements thereon in an orderly, clean, serviceable and well-maintained condition. Additionally, at its own cost and expense, the Grantee shall keep and maintain all facilities and improvements it constructs or installs in, on, under, and over the Easement Lands in clean, good working order, repair and condition, and in accordance with any applicable law and permits.

b) Grantee shall have the right to make alterations and improvements to the Easement Lands which are necessary for the Grantee to exercise the rights granted herein upon providing the Grantor prior written notice of any such work. If Grantee proposes any alterations or improvements which differ from the Grantor approved Site Plan or which unreasonably interfere with the Grantor's current operations and development of the Property existing as of the effective date of this Easement, or as otherwise used subsequently thereafter if reasonably documented in writing and provided to the Grantee prior to the date the Grantee proposes such further alterations or improvements to the Grantor, then the Grantee must obtain the Grantor's prior written consent for those alterations and improvements. The Grantor shall not unreasonably withhold, condition, or delay its consent. The Grantor's consent to the final Site Plan or to a proposed alteration or improvement as the grantor of this Easement is an act separate from the Grantor's role as a governmental authority responsible for issuing any permit, consent, or approval (any such action, the "Permit") necessary for the Grantee to develop and improve the Easement Lands, to include any future proposed alteration or improvement; provided, however, that the Grantor's consent in its capacity as grantor of this Easement, including consent to the final Site Plan, shall not be unreasonably withheld, conditioned, or delayed. If any such Permit is required, then the Grantee must separately apply for each required Permit to the applicable member of the Grantor having jurisdiction over the same who will evaluate each

application based upon the applicable criteria for the issuance of such Permit and independent of any consent provided hereunder.

c) The Grantee's use of the Easement Lands shall not interfere with the Grantor's rights as the fee owner of the Easement Lands, or the Grantor's existing rights and uses of the adjoining portions of the Property. Likewise, the Grantor's use of the Easement Lands and the adjoining portions of the Property shall not interfere with the Grantee's rights granted herein.

d) The Grantor shall not grant easements over the Easement Lands to other parties without the prior written consent of the Grantee, which the Grantee shall not withhold unreasonably.

e) Damages to the Easement Lands and to any improvements, facilities, or personal property which are caused by the Grantee shall be repaired within a reasonable time by the Grantee.

f) Should the Grantee not repair the Easement Lands or any improvements, facilities, or personal property thereon within a reasonable time (as set forth in Section 2e above), the Grantor may repair the Easement Lands upon consultation with the Grantee and at the Grantee's cost.

g) In the event the Grantee performs emergency-related repairs, unscheduled facility adjustment activities, or scheduled improvement projects within Easement Lands, the Grantee shall be responsible for restoring the disturbed portions of Easement Lands in as good or better condition than existed prior to the disturbance activity by the Grantee, and to the satisfaction of the Grantor.

h) Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

i) Grantee shall indemnify and hold Grantor, and its officers, agents, employees, and invitees harmless from any injuries, liability, loss, or damage suffered as a result of the Grantee's use of the Easement Lands.

j) It is expressly understood and agreed that the Easement granted herein shall not be construed or used as a public easement or a public right-of-way, but is expressly limited to use by the PRWC and any successor organization thereto, to construct, improve, operate, inspect, maintain, repair, and replace a Booster Pump Station

and its associated appurtenances necessary for the transmission of water to PRWC member governments in accordance with the Site Plan.

k) The Grantee, in the exercise of its rights hereunder, shall permit no action, activity, or course of conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to Grantor's joint use of the Easement Lands. Likewise, the Grantor, in the exercise of its ownership rights, shall not permit any action, activity, or course or conduct by its contractors, agents, representatives, employees, guests, invitees, or licensees that would be detrimental, hazardous, or unduly restrictive to the rights granted herein to Grantee.

l) In the event there is a breach of any of the covenants, conditions, or agreements contained herein, the Grantor and Grantee shall first meet and attempt to resolve the breach. If they are not able to resolve the dispute, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding they shall submit the dispute to non-binding mediation conducted by a mutually agreeable mediator, sharing the cost of mediation equally. Should the mediator declare an impasse and a lawsuit or other action is brought to remedy, restrain or otherwise seek redress of such breach, reasonable attorneys' fees and court costs shall be awarded to the prevailing party in addition to any damages that may be awarded. Among other matters the parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes, Chapter 164.

m) This Easement agreement shall be governed under the laws of the State of Florida, with venue for any action being the Circuit Court for the State of Florida's 10th Judicial Circuit, Polk County, Florida, or the Federal District Court for the Middle District of Florida, Tampa Division.

3. The Grantor warrants and represents unto Grantee that the Grantor possesses fee simple title to the Easement Lands and that it is authorized to execute and deliver this Easement agreement.

4. This Easement agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The remainder of this page has been left intentionally blank. The Easement agreement continues on the following page with the parties' signatures.

Parcel No: 242913-000000-044120

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year set forth hereinabove.

Attest:

Grantor:

The City of Bartow
a Florida municipal Corporation

By: _____
Jacqueline Poole, City Clerk

By: _____
Tanya Tucker, Mayor

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to form and legal sufficiency:

Sean R. Parker, City Attorney

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2026, by Tanya Tucker, Mayor, on behalf of the City of Bartow, who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

Parcel No: 242913-000000-044120

Attest:

Grantor:
The City of Lakeland
a Florida municipal Corporation

By: _____
Kelly S. Koos, City Clerk

By: _____
Sara Roberts McCarley, Mayor

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to form and legal sufficiency:

Palmer C. Davis, City Attorney

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ 2026, by Sara Roberts McCarley, Mayor, on behalf of the City of Lakeland who ☐ is personally known to me or ☐ has produced _____ as identification.

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

Parcel No: 242913-000000-044120

Attest:

Stacy M. Butterfield
Clerk of the Board

Grantor:

Polk County
a political subdivision of the State of Florida

By: _____
Deputy Clerk

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

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to form and legal sufficiency:

COUNTY ATTORNEY'S OFFICE

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☐ physical presence, or
☐ online notarization this _____ day of _____, 2026, by Martha Santiago,
Ed. D., as Chair of the Polk County Board of County Commissioners, on behalf of Polk County, a
political subdivision of the State of Florida, who is ☐ is personally known to me or ☐ has produced
_____ as identification.

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

Parcel No: 242913-000000-044120

Attest:

Grantee:
Polk Regional Water Cooperative
A Florida Independent Special District

By: _____
Mac Fuller, Secretary

By: _____
Nathaniel J. Birdsong, Jr. Chair

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

Reviewed as to for m and legal sufficiency:

Edward P. de la Parte Legal Counsel

WITNESS: _____

PRINT NAME: _____

ADDRESS: _____

**STATE OF FLORIDA
COUNTY OF POLK**

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

(NOTARIAL SEAL)

Notary Public

PRINT NAME: _____

COMMISSION EXPIRES: _____

DESCRIPTION
6050-UE

DESCRIPTION:

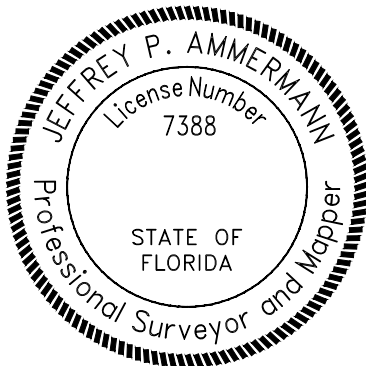
A parcel of land being a portion of the parcel described in Official Records Book 13499, Pages 1141 through 1143, Public Records of Polk County, Florida, located in Section 13, Township 29 South, Range 24 East, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 13; thence South 89°59'18" East, along the South line of said Section 13, a distance of 176.50 feet to the intersection with the East line of the West 176.50 feet of said Section 13; thence North 00°36'31" West, along said East line, 40.00 feet to the North right-of-way line of County Road 540A (S-540-A) as depicted in Florida Department of Transportation Section Map 1668-151; thence continue North 00°36'31" West, along said East line, 180.00 feet to the POINT OF BEGINNING; thence continue North 00°36'31" West, along said East line, 141.03 feet to the Northwest corner of said parcel described in Official Records Book 13499, Pages 1141 through 1143; thence North 89°20'17" East, along the North line of said parcel, 348.17 feet to the Northeast corner of said parcel; thence South 00°38'46" East, along the East line of said parcel, 78.11 feet; thence North 89°59'18" West, 90.00 feet; thence South 00°38'46" East, along the East line of said parcel, 67.02 feet; thence North 89°59'18" West, 258.29 feet to the POINT OF BEGINNING.

Said parcel containing 43,792.07 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. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY THE ABOVE
SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES. PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED VALID WITHOUT A RAISED SEAL.

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

CS PROJECT: 8825.03

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

6050-UE

DRAWN BY: S. CHILDS

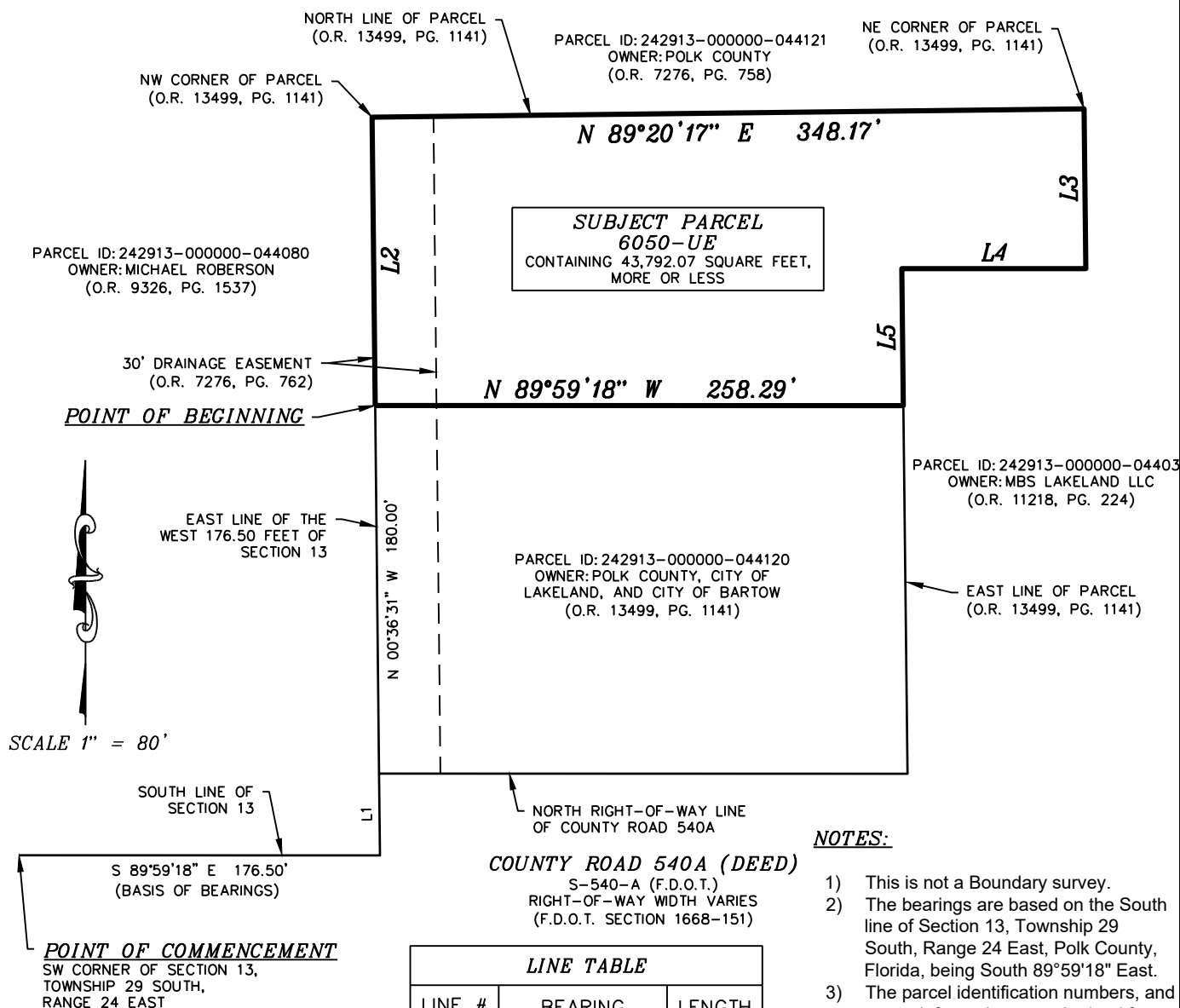
FIELD BOOK: — **PAGE:** —

DATE: 09/19/2025

SHEET NO. V-01

LEGEND:

PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
UE = UTILITY EASEMENT
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION

DESCRIPTION SKETCH**6050-UE****SHEET 2 OF 2****CS PROJECT: 8825.03****6050-UE****SHEET NO. V-02**

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

DRAWN BY: S. CHILDS**FIELD BOOK: — PAGE: —****DATE: 09/19/2025**

Agenda Item F.1.

7/29/2026

SUBJECT

Preliminary PRWC Administrative Budget and Conservation Budget - FY2027 (Information Item)

DESCRIPTION

The Fiscal Year 2027 Preliminary Administrative Budget for the PRWC is presented for the Board's information, review, and comment. This budget is related to the operations of the PRWC which includes staff, outside support, legal, financial, and office incidentals. The proposed budget consists of member government annual contributions in total of \$258,657. This represents a decrease from the amended Fiscal Year 2026 of \$456,530 primarily due to the completion of the Alafia River AWS permitting project.

The Fiscal Year 2027 Preliminary Conservation Budget for the PRWC is also presented for the Board's review. No funds are budgeted from a Heartland Headwaters grant for this fiscal year. This proposed budget consists of member annual contributions in total of \$65,000 for the Conservation Program Manager position approved in March 2026. A Conservation Education program was initiated in Fiscal Year 2026 with the approval of the Tinker contract in May 2026; Fiscal Year 2027 proposed budget includes 12 months of the Tinker contract. Funding for the Conservation Education program will be through member contributions received in prior fiscal years.

Final budget resolutions will be presented to the BOD for consideration at the September 2026 BOD meeting. A simple majority of the BOD can adopt both the Preliminary Administrative and Preliminary Conservation budget.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2026 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Eric DeHaven

Laura Guy-Rice

**Polk Regional Water Cooperative
Preliminary Administrative Budget
Fiscal Year 2027**

	FY 2027 Proposed	FY 2026 Amended		FY 2025 Actual	FY 2024 Actual	FY 2023 Actual
		12 Month Budget	Actual (6 Months)			
REVENUE						
Member Funding	\$ 258,657	\$ 607,370	\$ 190,685	\$ 416,059	\$ 259,740	\$ 235,000
Interest	\$ -	\$ -	\$ 111,989	\$ 22,311	\$ 15,347	\$ 4,534
Demand Management Plan	\$ -	\$ -		\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -		\$ 300	\$ 53
TOTAL REVENUE	\$ 258,657	\$ 607,370	\$ 302,674	\$ 438,370	\$ 275,387	\$ 239,587
STAFF						
Executive Director	\$ 16,900	\$ 14,000	\$ 6,973	\$ 132,452	\$ 123,266	\$ 117,396
Administrative Assistant		\$ 5,000	\$ -	\$ -	\$ -	\$ -
Financial Manager	\$ 9,500	\$ 9,000	\$ 4,250	\$ 44,135	\$ -	\$ -
Staff Subtotal	\$ 26,400	\$ 28,000	\$ 11,223	\$ 176,587	\$ 123,266	\$ 117,396
OUTSIDE SUPPORT						
Accounting Services	\$ 53,400	\$ 47,880	\$ 20,130	\$ 53,837	\$ 53,546	\$ 53,162
Audit Services	\$ 64,000	\$ 43,695	\$ 50,312	\$ 41,613	\$ 35,000	\$ 22,900
Legal Services	\$ 27,000	\$ 27,000	\$ 11,670	\$ 24,048	\$ 17,733	\$ 60,961
Financial Advisory Services	\$ 18,000	\$ 18,000	\$ 9,000	\$ 16,603	\$ -	\$ -
Alafia River AWS Permitting Project	\$ -	\$ 430,820	\$ 340,875	\$ 108,756	\$ -	
Workforce Transition Plan Project	\$ 47,982					
Outside Support Subtotal	\$ 210,382	\$ 567,395	\$ 431,987	\$ 244,857	\$ 106,279	\$ 137,023
OFFICE INCIDENTALS						
Bank Charges	\$ -	\$ -	\$ 608	\$ -	\$ -	\$ 42
Advertising / Public Notices	\$ 3,500	\$ 6,000	\$ 1,242	\$ 8,770	\$ 2,343	
Insurance	\$ 15,000		\$ 11,267			
Supplies	\$ 500	\$ 500	\$ 28	\$ 528	\$ 173	
Registration / Dues	\$ 200	\$ 300		\$ 289	\$ 897	
State Fees / Assessment (\$175/yr)	\$ 175	\$ 175	\$ 175		\$ -	
Travel & Meetings	\$ -	\$ -	\$ -		\$ -	\$ 2,962
Inclusive (not categorized)	\$ 2,500	\$ 5,000	\$ -		\$ 300	\$ 7,691
Office Subtotal	\$ 21,875	\$ 11,975	\$ 13,320	\$ 9,587	\$ 3,713	\$ 10,695
TOTAL EXPENSES	\$ 258,657	\$ 607,370	\$ 456,530	\$ 431,031	\$ 233,258	\$ 265,114
SURPLUS / (DEFICIT)	\$ -	\$ -	\$ (153,856)	\$ 7,339	\$ 42,129	\$ (25,527)

FY 2027 NOTE:

*10% for administrative overhead; 90% allocated to SE and WP project budgets

**Polk Regional Water Cooperative
Preliminary Administrative Budget – Revenue
Fiscal Year 2027**

	2025 Annual Water Use (MGD)	% of 2025 Total Water Use	FY 2027 Proposed
MEMBER FUNDING COSTS			
Auburndale	6.71	7.87%	\$ 20,352
Bartow	3.62	4.25%	\$ 10,994
Davenport	2.27	2.67%	\$ 6,894
Dundee	1.04	1.22%	\$ 3,158
Eagle Lake	0.77	0.90%	\$ 2,338
Fort Meade	0.62	0.73%	\$ 1,883
Frostproof	0.42	0.50%	\$ 1,301
Haines City	7.03	8.26%	\$ 21,376
Lake Alfred	2.03	2.38%	\$ 6,165
Lake Hamilton	0.51	0.60%	\$ 1,549
Lake Wales	3.22	3.78%	\$ 9,779
Lakeland	24.64	28.93%	\$ 74,830
Mulberry	0.50	0.58%	\$ 1,493
Polk City	0.47	0.55%	\$ 1,427
Polk County	20.22	23.74%	\$ 61,408
Winter Haven	11.10	13.03%	\$ 33,710
TOTAL	85.17	100%	\$ 258,657

**Polk Regional Water Cooperative
Preliminary Conservation Budget
Fiscal Year 2027**

	FY 2027 Proposed	FY 2026		FY 2025 Actual	FY 2024 Actual
		12 Month Budget	Actual (6 Months)		
REVENUE					
Member Funding	\$ 65,000	\$ 75,000	\$ 37,500	\$ 73,447	\$ 75,000
Heartland Grant	\$ -	\$ 75,000	\$ -	\$ 6,856	\$ 16,440
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 65,000	\$ 150,000	\$ 37,500	\$ 80,303	\$ 91,440
STAFF					
Conservation Program Manager	\$ 65,000	\$ -	\$ -	\$ -	\$ -
Staff Subtotal	\$ 65,000			\$ -	\$ -
OUTSIDE SUPPORT					
Conservation Consultant	\$ -	\$ 150,000	\$ -	\$ -	\$ -
Outside Support Subtotal	\$ -	\$ 150,000	\$ -	\$ -	\$ -
OFFICE INCIDENTALS					
Advertising / Public Notices	\$ -	\$ -	\$ -	\$ -	\$ -
Conservation Education Program	\$ 59,004	\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -
Print / Reporduction	\$ -	\$ -	\$ -	\$ -	\$ -
Registration / Dues	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone / Communication	\$ -	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment / Furnishings	\$ -	\$ -	\$ -	\$ -	\$ -
Inclusive (not categorized)	\$ -	\$ -	\$ 5,163	\$ -	\$ 14,525
Office Subtotal	\$ 59,004	\$ -	\$ 5,163	\$ -	\$ 14,525
TOTAL EXPENSES	\$ 124,004	\$ 150,000	\$ 5,163	\$ -	\$ 14,525
SURPLUS / (DEFICIT)	\$ (59,004)	\$ -	\$ 32,337	\$ 80,303	\$ 76,915

**Polk Regional Water Cooperative
Preliminary Conservation Budget – Revenue
Fiscal Year 2027**

	2025 Annual Water Use (MGD)	% of 2025 Total Water Use	FY 2027 Proposed
MEMBER FUNDING COSTS			
Auburndale	6.71	7.96%	\$ 5,177
Bartow	3.62	4.30%	\$ 2,793
Davenport	2.27	2.69%	\$ 1,751
Dundee	1.04	1.23%	\$ 802
Eagle Lake	0.77	0.91%	\$ 595
Fort Meade	0.62	0.74%	\$ 478
Haines City	7.03	8.34%	\$ 5,424
Lake Alfred	2.03	2.41%	\$ 1,566
Lake Hamilton	0.51	0.61%	\$ 393
Lake Wales	3.22	3.82%	\$ 2,484
Lakeland	24.64	29.25%	\$ 19,010
Polk City	0.47	0.56%	\$ 363
Polk County	20.22	24.00%	\$ 15,600
Winter Haven	11.10	13.18%	\$ 8,564
Frostproof			
Mulberry			
TOTAL	84.25	100%	\$ 65,000

Agenda Item F.2.

7/29/2026

SUBJECT

Heartland Headwaters Protection & Sustainability Act Funding and Project Applications - FY 2026/2027 (Information)

DESCRIPTION

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

The FY 2026-2027 Annual Report summarized 31 projects submitted by the PRWC and its membership, totaling over \$964 million. The projects were ranked to prioritize the Southeast Wellfield, the Demand Management Plan, and Southeast member receiving facilities. The Annual Report requested approximately \$40 million in state funding support for their implementation and the 2026 Legislature has appropriated \$0 to the PRWC.

This agenda item also includes an update on the FY 2027 Annual Report Process. Staff will work through the Technical Advisory Committee to obtain applications for member projects over the summer. These projects will be included in the annual Water Resources Report that will be presented to the board in November.

RECOMMENDATION

This is an information item and no action is required.

FISCAL IMPACT

No fiscal impact because no funding from the legislature was received.

CONTACT INFORMATION

Mary Thomas, Carollo Engineers

SUBJECT

PRWC Workforce Transition Plan (Information)

DESCRIPTION

The PRWC workforce is currently comprised of three contracted employees - Executive Director (Eric DeHaven), Finance Manager (Laura Guy-Rice), and Southeast Project Manager (Mark Addison). Tom Mattiacci functions as the West Polk Project Manager and is paid partially by the City of Lakeland and the PRWC through a temporary services firm. The PRWC Workforce Transition Plan (Exhibit A) presents a recommended approach for the Cooperative to transition, over the next eight fiscal years, to a government-employee workforce capable of operating, maintaining and expanding a regional wholesale public water supply utility serving Polk County and its fifteen municipal partners.

- 1) The Plan addresses the following areas of focus:
- 2) PRWC's legal authority under the 2016 Interlocal Agreement to make the transition;
- 3) The staffing trajectories of similar entities, such as Tampa Bay Water, as examples and for comparison purposes;
- 4) A year-by-year recommended hiring sequence for PRWC employees;
- 5) An office space needs transition plan;
- 6) The Florida and federal employment laws that will govern the workforce;
- 7) The Florida Retirement System (FRS) decisions the Board will make as a part of the transition.

The Plan is designed to align with the construction schedules of the two Lower Floridan Aquifer alternative water supply projects, mainly in regard to the hiring sequencing. The Plan also acknowledges that US Water/Acciona will be the contracted operator of the two projects and focuses on the engineering, finance, compliance, human resources, and executive leadership functions needed to operate a regional water supply authority long-term.

RECOMMENDATION

This item is presented for the Board's information and discussion; no Board action is requested at this meeting. The Board is requested to review the Plan and provide comments to staff. Staff will incorporate the Board's comments and bring the Plan back for consideration and potential approval at the September 16, 2026 Board meeting. Presentation of this item does not authorize any hiring, expenditure, or other action under the Plan.

FISCAL IMPACT

The cost impact of the Plan by fiscal year is provided in Table VII-1 (page 30) of the plan. The cost impact to each member by fiscal year is provided in Table VII-2 (Page 31) of the plan. It is anticipated that by 2034 the PRWC workforce will cost about \$2.4 million each year for approximately 16 employees.

CONTACT INFORMATION

Eric DeHaven

Ed de la Parte

WORKFORCE TRANSITION PLAN

Polk Regional Water Cooperative

Polk County, Florida

June 1, 2026

DRAFT

Subject to Board Approval

I. Introduction and Executive Summary

This Workforce Transition Plan (the “Plan”) describes how the Polk Regional Water Cooperative (“PRWC” or the “Cooperative”) should transition, over the next seven-to-eight fiscal years, from a fully contracted workforce of three persons (Executive Director, Project Manager, and Finance Manager) to a government-employee workforce capable of operating, maintaining, and expanding a regional wholesale public water-supply utility serving Polk County and its fifteen municipal partners. The Plan addresses (i) PRWC’s legal authority under the 2016 Interlocal Agreement to make this transition; (ii) the staffing trajectories of similarly situated Florida and national regional water-supply authorities; (iii) a year-by-year recommended hiring sequence; (iv) the human-resources infrastructure required to support the transition; (v) office-space transition; (vi) the substantive Florida and federal employment laws that will govern the workforce as it grows; and (vii) the Florida Retirement System (“FRS”) decisions the Board of Directors must make as part of the transition.

The Plan is designed to align with the construction schedule for the two Lower Floridan Aquifer projects. Substantial completion of the Southeast Wellfield Project is anticipated in FY 2029, with the West Polk Wellfield Project following in FY 2032. These two milestones, rather than the calendar, drive the timing of the recommended hires. The Plan also recognizes that the Cooperative has retained U.S. Water Corporation, in partnership with ACCIONA, under a five-year operations-and-maintenance (“O&M”) contract executed in 2023, with one five-year renewal option. That contract supplies the operator-of-record staffing at the wellfields and water treatment plants for the foreseeable future. The transition recommended in this Plan therefore focuses on the “owner-side” positions – the engineering, finance, compliance, regulatory-affairs, public-information, and executive leadership functions – that the Cooperative cannot prudently leave to its O&M contractor.

The principal recommendations of this Plan are summarized below and developed in detail in the Sections that follow:

- PRWC has clear and broad authority under Section 2.06(W) of the 2016 Interlocal Agreement to “engage and or employ persons or legal entities and provide such deferred compensation, retirement benefits or other benefits or programs, as the Board of Directors deems appropriate.” No amendment to the Interlocal Agreement is required to implement the transition.
- The transition is staged to the wellfield-and-plant cut-overs in FY 2029 and FY 2032, not to the calendar. The Cooperative’s first new government-employee position is hired in FY 2027 (a Conservation Specialist administering the existing Conservation Implementation Agreement). Four foundational positions follow in FY 2028 (Human Resources Director, Executive Assistant, Capital Projects Director, and Information Technology and SCADA-Cybersecurity Director). The Southeast Wellfield cut-over class of four positions is added

in FY 2029 (Capital Projects Manager, Reg/Compliance Manager/Senior Hydrogeologist, Operations Director, and Senior Accountant). Additional positions are added through FY 2033, and the Executive Director position is converted from contract to government employee in FY 2034 (or earlier, when the individual serving as Executive Director is willing and able to convert).

- A single Capital Projects Manager is recommended in FY 2029 in place of two existing contract project-management arrangements (Mark Addison's contract on the Southeast Wellfield Project and Tom Mattiacci's part-time Project Administrator engagement on the West Polk Project). The single Capital Projects Manager will support both projects through commissioning and is intended to consolidate the project-management function in one accountable in-house position.
- The conversion of the Finance Manager position from contract (Laura Guy-Rice) to a government-employee Director of Finance and Administration is presented as a contingent recommendation. The Plan calls for the Finance function to be brought in-house no later than the second post-cut-over year (FY 2030), with the precise timing dependent on Ms. Guy-Rice's election to convert and on the implementation status of the Cooperative's new governmental financial-management software (discussed in Section V.E).
- The conversion of the Executive Director position from contract (Eric DeHaven) to a government-employee position is planned for FY 2034 – the final year of the transition – for budgeting purposes, but the Plan is structured so that the conversion may occur earlier, whenever the individual serving as Executive Director is willing and able to transition to a government-employee position. Should the contract Executive Director retire or otherwise depart before the conversion occurs, the Cooperative will engage a successor Executive Director on a contract basis in the interim, who may in turn elect to convert to a government-employee position when ready. Because the human-resources, payroll, and Florida Retirement System infrastructure described in this Plan will by then be in place, a successor Executive Director engaged during the transition should expect government-employee benefits, including FRS participation, to be available within approximately one year of accepting the position.
- The General Counsel position remains a contract position with an outside legal firm selected by the Board. The portion of the General Counsel engagement directed at corporate, ethics, Sunshine, public-records, and HR matters is allocated to the Administrative Expense cost center; the larger portion directed at project permitting, contracts, real estate, financing, and litigation is allocated to the applicable Water Project Cost center.
- PRWC should affirmatively elect to participate in the Florida Retirement System under Section 121.051(2)(b), Fla. Stat., effective on or before the date the first government employee is hired. Election is irrevocable, but the cost analysis comparing FRS to alternative retirement vehicles strongly favors FRS, and FRS-credit portability is the single

most important non-financial recruiting advantage that the Cooperative will have when competing with peer regional utilities for senior staff.

- The Board of Directors must adopt, in advance of the first hire, a comprehensive set of personnel policies, an employee handbook, and a compensation-and-classification plan. The Cooperative may use the Polk County compensation-and-classification framework as a starting point rather than procuring an independent compensation consultant in the immediate term.
- The recurring administrative-expense impact of the transition will be managed through a documented cost-allocation methodology, with the substantial majority of new personnel costs allocated to the Combined Projects, Southeast Wellfield, West Polk Wellfield, Conservation, and any future-project Implementation Agreement cost centers and recovered from the participating Member Governments through the corresponding wholesale-rate or project-cost-recovery mechanism. The Administrative Expense cost center is expected to grow modestly, and the \$200,000 supermajority threshold under Section 2.05 of the Interlocal Agreement should remain manageable.
- Office-space needs are addressed through a three-phase approach: Phase 1 (continued use of Polk County-provided space through approximately FY 2028); Phase 2 (leased central-county office space, approximately FY 2029 through approximately FY 2033); and Phase 3 (permanent administrative office programmed into the West Polk Wellfield Project site based upon design space constraints that will be determined in FY2027).

II. Scope of Authority Under the 2016 Interlocal Agreement

A. Cooperative Powers Generally

PRWC is an independent special district and public agency created on June 1, 2016, by the Polk Regional Water Cooperative Interlocal Agreement (the “Interlocal Agreement”) executed by Polk County and fifteen Polk County municipalities pursuant to Sections 163.01 and 373.713, Florida Statutes. The Interlocal Agreement vests the Cooperative with broad and self-executing authority to staff itself in whatever manner the Board of Directors determines appropriate. The relevant powers, all set forth in Section 2.06 of the Interlocal Agreement, include:

- Section 2.06(F): “to contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents and employees as the Board of Directors may require or deem appropriate from time to time”;
- Section 2.06(G): “to contract with a Member Government or any private or public entity for the operation and management of any Cooperative Facility”;
- Section 2.06(W): “to engage and or employ persons or legal entities and provide such deferred compensation, retirement benefits or other benefits or programs, as the Board of Directors deems appropriate”;

- Section 2.06(EF): “to purchase such insurance as it deems appropriate”; and
- Section 2.06(LL): the catch-all power “to do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper, in connection with any of the powers, duties, obligations or purposes authorized by this Interlocal Agreement or by law.”

Section 2.02(G) further provides that the Board of Directors may appoint a person or entity to act as its Executive Director and as its General Counsel, having such official title, functions, duties, and powers as the Board of Directors may prescribe, and that “a sitting Director shall not be eligible to serve as executive director, general counsel or any other employee of the Cooperative,” which prevents any Member-Government appointee on the Board from cross-employment with the Cooperative.

B. Initial Staffing Provision (Section 3.02(A))

Section 3.02(A) of the Interlocal Agreement, captioned “Staffing,” anticipated the present circumstances. It provides that “[a]lthough the Cooperative may hire, contract or otherwise retain a dedicated staff to administer the Cooperative at any time, the initial staffing and administration of the Cooperative shall be by and through the staff members, employees, consultants, and other professionals of the Member Governments.” The transition contemplated in this Plan is the natural evolution from the “initial” staffing model expressly described in Section 3.02(A) to the “dedicated staff” model that the same provision expressly authorizes.

C. Sovereign Immunity and Public-Employer Status

Once converted to government employees, all PRWC personnel will enjoy the personal-immunity protections of Section 768.28(9), Florida Statutes, which bars personal tort liability of a public officer or employee acting within the scope of his or her employment unless the act is committed in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Section 4.04(A) of the Interlocal Agreement explicitly extends to “the Cooperative, its officials, officers, agents or employees” all of the privileges and immunities afforded to the Member Governments. Section 4.04(B) and Section 163.01(5)(o), Fla. Stat., make clear that Member Governments are not jointly or individually liable for torts of the Cooperative’s employees and that the Cooperative – not its Member Governments – “shall be liable for any torts attributable to it or for torts of its officers, employees or agents,” subject to the statutory caps in Section 768.28. Those caps are presently \$200,000 per claim and \$300,000 per occurrence under Section 768.28, Fla. Stat. Conversion to a government-employee model therefore does not increase the Cooperative’s tort exposure; on the contrary, it places the Cooperative’s personnel within the same statutory liability framework as the rest of Florida’s public-utility workforce.

D. Budget Approval, the Two-Cost-Center Structure, and Allocation of Personnel Costs

Section 2.05 of the Interlocal Agreement requires that the Cooperative's budget "contain separate cost centers for Administrative Expenses and Water Project Costs." Section 2.05 further provides that the Board approves the Administrative Expense portion of the budget by majority vote under the Normal Vote Method, "except that any decision to approve total Member Government annual contributions in excess of two hundred thousand (\$200,000.00) dollars shall be by seventy-five (75%) percent vote of the Quorum using the Weighted Vote Method." By its express terms, that supermajority trigger applies only to total Member Government contributions to the Administrative Expense cost center, not to the Water Project Cost centers established under the Cooperative's several project-specific Implementation Agreements.

Personnel costs for the new positions recommended in Section IV below are allocated, position by position, between the Administrative Expense cost center and the appropriate Water Project Cost centers based on each employee's documented time commitment to general administration on the one hand and to specific projects on the other. The Cooperative presently has four principal Water Project Cost centers: (i) the Combined Projects Implementation Agreement; (ii) the Southeast Wellfield Implementation Agreement; (iii) the West Polk Wellfield Implementation Agreement; and (iv) the Conservation Implementation Agreement. Each future project (including the Peace River Surface Water Project, when it advances to implementation) will become a separate Water Project Cost center under its own Implementation Agreement.

Cost allocation of personnel time to project cost centers is a standard accounting practice for Florida regional utilities. Tampa Bay Water, the Peace River/Manasota Regional Water Supply Authority, and the Emerald Coast Utilities Authority each allocate portions of their executive, engineering, finance, regulatory, public-information, asset-management, and human-resources staff time to specific projects, and recover those allocated costs from the participating member governments through the applicable wholesale-rate or project-cost-recovery mechanism. The methodology is consistent with generally accepted governmental accounting principles, supported by standard governmental cost-allocation practices, and reinforced – where federal grant or State Revolving Fund financing is involved – by the allocability principles in 2 C.F.R. Part 200, Subpart E. As a practical matter, the Director of Finance and Administration (after the Finance Manager conversion) should adopt and document a written cost-allocation methodology (typically a quarterly time-allocation questionnaire completed by each employee, supplemented by a project-code timekeeping system in the new governmental financial-management software) and apply it consistently across all positions.

Under that methodology, the Capital Projects Director, the Capital Projects Manager, the Senior Engineer, the Operations Director, the Asset & Operations Manager, the Reg/Compliance Manager/Senior Hydrogeologist, and the Reg/Compliance Specialist will each spend the substantial majority of their time on the Combined Project, Southeast Wellfield Project, the West Polk Wellfield Project, or another specific Water Project, and their salaries and benefits will be

charged predominantly to the corresponding Water Project Cost center. The Conservation Specialist is allocated principally to the Conservation Implementation Agreement Cost center. The Senior Accountant, Public Information Officer, IT/SCADA-Cybersecurity Director, and the Executive Office can be allocated in part to specific projects and in part to general administration. The General Counsel engagement is itself allocated between cost centers: the portion of legal work directed at corporate, ethics, Sunshine, public-records, and HR matters is charged to the Administrative Expense cost center, while the larger portion of legal work directed at project permitting, contract administration, real estate, financing, litigation, and other project-specific matters is charged to the applicable Water Project Cost center. Only the residual general-administration component – the admin-related portion of the General Counsel engagement, the Executive Office’s policy and Member-Government engagement time, the Human Resources Director’s general-services time, board-meeting and audit costs, and similar truly Cooperative-wide expenditures – is charged to the Administrative Expense cost center. With this allocation methodology in place, the Administrative Expense cost center is expected to grow modestly during the transition period, and the \$200,000 supermajority threshold should remain manageable.

E. Limits on Cooperative Authority and Gaps to Address by Board Resolution

The Interlocal Agreement is silent on a number of personnel-related topics that will require affirmative Board action prior to the first government-employee hire:

- The Interlocal Agreement does not expressly delegate hiring authority to the Executive Director. Under Section 2.02(A), “the exercise of any and all executive, administrative and ministerial powers may be delegated by the Board of Directors,” and the Board should adopt a delegation resolution that gives the Executive Director the authority to hire all positions below a stated grade and reserves the appointment of the senior-management team to the Board itself.
- The Interlocal Agreement does not opt PRWC into the Florida Retirement System. This is an affirmative election that must be made by Board resolution and application to the Department of Management Services.
- The Interlocal Agreement does not adopt a personnel-policy framework, compensation-and-classification plan, or employee handbook. All three are mandatory pre-conditions to the first government-employee hire.
- The Interlocal Agreement does not address whether the Cooperative will use a “contribution” or “reimbursement” method for Florida reemployment-assistance taxes under Chapter 443, Florida Statutes. Public employers may elect either method; “reimbursement” is ordinarily preferred for low-turnover special districts. This is a Board policy decision to be confirmed by separate resolution.

- The Interlocal Agreement requires unanimous Member-Government consent for any amendment (Section 4.02(A)). The Plan is therefore designed entirely within existing Interlocal-Agreement powers and requires no amendment.

III. Instructive Peer Models

In preparing the recommendations in this Plan, the Cooperative surveyed the staffing trajectories of comparable Florida and national regional water-supply authorities. The most instructive peers are Tampa Bay Water (formerly the West Coast Regional Water Supply Authority), the Peace River/Manasota Regional Water Supply Authority, the Withlacoochee Regional Water Supply Authority, the Tohopekaliga Water Authority, and the Emerald Coast Utilities Authority.

A. Tampa Bay Water (Formerly West Coast Regional Water Supply Authority)

Tampa Bay Water (“TBW”) is the regional water-supply authority most often invoked when explaining the long-term trajectory of a Florida wholesale utility. Originally formed on October 25, 1974 as the West Coast Regional Water Supply Authority (“WCRWSA”) under the same statutory authorities (Sections 163.01 and 373.713, Florida Statutes) on which PRWC was created, WCRWSA was a fully functioning regional water utility from its earliest years. Shortly after WCRWSA’s formation, the City of St. Petersburg and Pinellas County transferred the Cypress Creek Wellfield to the Authority in 1975, and WCRWSA began operating the wellfield with its own staff. Pinellas County subsequently transferred the Cross Bar Ranch Wellfield to the Authority. WCRWSA proceeded to develop on its own behalf the Starkey Wellfield, the Cypress Bridge Wellfield, the Northwest Hillsborough Wellfield, the South Central Hillsborough Wellfield, and the Tampa Bypass Canal facility. Staff was added gradually over the succeeding two decades as each new wellfield was acquired or constructed.

The 1998 restructuring of WCRWSA into Tampa Bay Water was driven not by the assumption of operating responsibility (WCRWSA had been operating wellfields for more than two decades) but by the desire of the Member Governments to move from a facility-by-facility rate structure to a single, unitary wholesale rate. Under the 1998 Acquisition Agreement, Master Water Supply Contract, and Amended and Restated Interlocal Agreement, TBW became the sole and exclusive wholesale water provider to its Member Governments and purchased all remaining Member-Government-owned regional water-supply facilities. TBW today employs approximately 175 persons, supplies on the order of 200 million gallons per day to approximately 2.5 million residents, and operates a hybrid model in which wellfields are operated in-house by TBW employees and the regional surface-water treatment plant is operated under a long-running design-build-operate contract with Veolia Water North America. TBW participates in the Florida Retirement System.

The lessons most relevant to PRWC: staff growth at WCRWSA/TBW was paced to asset acquisition and development, not to a calendar; the functions WCRWSA/TBW insourced from the

beginning and progressively expanded over time were finance, engineering and capital projects, regulatory and environmental compliance, science (laboratory and hydrogeology), wellfield and transmission operations, communications, human resources, and information technology; outside legal counsel was retained throughout; and plant treatment operations have, since 2000, remained a contracted function. PRWC's decision in 2023 to retain U.S. Water Corporation and ACCIONA as its long-term O&M partner is consistent with the TBW model.

B. Peace River/Manasota Regional Water Supply Authority

The Peace River/Manasota Regional Water Supply Authority ("PRMRWSA") was formed in 1982 by Charlotte, DeSoto, Manatee, and Sarasota Counties pursuant to Section 373.1962, Florida Statutes (the predecessor to Section 373.713). The four counties remain the Authority's only governing-board members. The City of North Port is a wholesale water-supply customer of the Authority under a separate water-supply contract but is not a member of the Authority and holds no governing-board seat. For its first nine years, PRMRWSA was a planning and coordination authority. In 1991, when General Development Utilities declared bankruptcy, PRMRWSA acquired GDU's Peace River Facility – a small surface-water treatment plant on the Peace River – and immediately found itself the operator of a 12-million-gallon-per-day regional treatment plant.

Unlike TBW, which adopted a permanent contract-O&M model in 2000, PRMRWSA chose to bring the Peace River plant in-house at the 1991 acquisition and has operated it with public employees ever since. Today PRMRWSA employs approximately 63 persons, and is led by an Executive Director, a Director of Operations, a Senior Engineering and Projects Manager, and a Senior Finance and Budget Manager. PRMRWSA participates in the Florida Retirement System.

PRWC, unlike PRMRWSA in its 1982-1991 phase, was not formed as a planning shell. The 2016 Interlocal Agreement was executed with the express purpose of constructing and operating regional water-supply facilities, and the Cooperative's entire ten-year history to date has been directed at that end. What is comparable is what happens after the facilities come online: whether PRWC, like TBW, ultimately keeps plant O&M with U.S. Water Corporation indefinitely, or whether PRWC, like PRMRWSA, eventually transitions plant O&M in-house, will be a Board decision that need not and should not be taken until the second five-year renewal of the U.S. Water O&M agreement is up for evaluation.

C. Other Florida Regional Authorities

1. Withlacoochee Regional Water Supply Authority

The Withlacoochee Regional Water Supply Authority ("WRWSA"), covering Citrus, Hernando, Marion, and Sumter Counties, is best described as an owner-and-planner authority rather than a strict operating utility. WRWSA owns the Charles A. Black Water Supply Facility in central Citrus County, consisting of seven groundwater production wells and two associated treatment-and-disinfection facilities. WRWSA does not operate the facility itself; instead, Citrus

County operates and maintains the facility under an interlocal operating agreement with the Authority. WRWSA itself has approximately six employees led by an Executive Director, and supplements its in-house staff with master-services-agreement contracts with consulting engineering firms.

2. Tohopekaliga Water Authority

Tohopekaliga Water Authority (“Toho”) was created in October 2003 by special act of the Florida Legislature and immediately replaced City of Kissimmee utility operations and absorbed parts of the failing investor-owned Florida Water Services system. From the day of its creation, Toho was an operating utility. Today it serves more than 160,000 accounts in Kissimmee, St. Cloud, Poinciana, and unincorporated Osceola, Polk, and Orange Counties, with a workforce in the 250-to-300 range. Toho is the principal Florida exception to the contract-General-Counsel model: it has internalized its General Counsel role. PRWC need not follow that path at this stage of its development.

3. Emerald Coast Utilities Authority

Emerald Coast Utilities Authority (“ECUA”), formed in 1981 as the Escambia County Utilities Authority and renamed in 2004, today operates with between 500 and 1,000 employees across two service locations in Escambia County and offers wholesale and retail water and wastewater service. ECUA participates in FRS and provides its employees the FRS Pension Plan, the FRS Investment Plan, and a supplemental 457(b) deferred-compensation plan. ECUA’s benefits structure is the most directly transferable model for PRWC.

IV. Recommended Seven-to-Eight Year Transition Plan

A. Guiding Principles

This Plan rests on six guiding principles:

- Stage hires to asset cut-overs, not to the calendar. The Southeast Wellfield Project completion in FY 2029 and the West Polk Wellfield Project completion in FY 2033 are the two events that change the Cooperative’s operating profile and therefore drive the timing of new positions.
- Insource the brain trust before insourcing the plant. Engineering, finance, regulatory compliance, asset management, human resources, information technology, communications, and contract oversight should all be in-house – in skeletal form – before either of the two treatment plants is placed in service. Plant treatment operations should remain with U.S. Water Corporation/ACCIONA under the existing contract.
- Convert before adding. The first government-employee hires after the foundational positions are conversions or replacements of the three existing contract relationships, in the order: Project Manager / Project Administrator (Mark Addison and Tom Mattiacci replaced

by a single Capital Projects Manager in FY 2029) → Finance Manager (Laura Guy-Rice, contingent conversion in approximately FY 2030) → Executive Director (Eric DeHaven, in approximately FY 2034) for planning purposes, but likely earlier. Each conversion should happen no sooner than the date the corresponding contract expires by its natural terms or by mutual agreement, and should happen with full transition planning, including overlap and knowledge transfer.

- Keep general counsel a contract position. The general counsel function, which requires regular litigation, regulatory, real-estate, financing, and bond-counsel expertise that is most efficiently delivered by a specialized water-and-special-district law firm, should remain a contract position. This is the model used by TBW, PRMRWSA, ECUA, and FGUA. Toho is the principal Florida exception, having internalized its General Counsel role; PRWC need not follow that path at this stage of its development.
- Recruit competitively. Each recruitment should be conducted as an open, competitive process drawing from the broad Florida public-utility labor market. Compensation and benefits should be benchmarked against Florida peer regional water utilities and adjusted as needed to attract qualified candidates from across the state.
- Build only the headcount that the wholesale rate can pay for. Every added position becomes a recurring expense funded by a combination of wholesale rates under the Implementation Agreements and Administrative Expense contributions from the Member Governments. The Executive Director and the Finance Manager should build the staffing plan into a multi-year rate-projection model, identify the impact on wholesale rates, and present to the Board the rate impact alongside every new-position request.

B. Year-by-Year Recommended Hiring Sequence

The recommended sequence below is calibrated to the engineering schedule for the Southeast Wellfield Project (substantial completion FY 2029) and the West Polk Wellfield Project (substantial completion FY 2033). Each fiscal year is identified by the Cooperative's October-1-to-September-30 fiscal calendar.

1. FY 2026 (Current Fiscal Year) – Information and Adoption

FY 2026 is the year in which the Plan is presented to the Board, presented to the Member Governments, and ultimately adopted by Board resolution. No new positions are added in FY 2026, and the Board takes only those resolutions that are pre-conditions to the FY 2027 build-out:

- July 2026 Board meeting – the Executive Director and the General Counsel jointly present this Plan as an information item.
- August 2026 – the Executive Director presents the Plan to the Polk County Manager and the fifteen Polk County City Managers, soliciting comments and addressing concerns.

- September 2026 Board meeting – the Board adopts a Resolution Adopting this Workforce Transition Plan.
- November 2026 (FY 2027 Q1) Board meeting – the Board adopts (i) a Resolution Electing to Participate in the Florida Retirement System under Section 121.051(2)(b), Fla. Stat.; (ii) a Resolution Electing the Reimbursement Method under Section 443.1313, Fla. Stat. for reemployment-assistance obligations; (iii) a Resolution Delegating Hiring Authority to the Executive Director for non-senior-management positions; (iv) a Resolution establishing the Personnel Committee under Section 2.02(I) of the Interlocal Agreement, with up to three Directors serving subject to the Sunshine Law; and (v) the initial Procurement Policy.

The detailed slate of policies and resolutions, the Conservation Specialist hire, the executive-search engagement for the FY 2028 hiring class, and the substantial preparatory work for the FY 2028 build-out are all undertaken in FY 2027 as described in paragraph 2 below.

2. *FY 2027 – First In-House Hire and Preparation Year*

FY 2027 is both the first hiring year of the transition and the principal preparation year for the larger FY 2028 hiring class. The Cooperative's first new government-employee position is the Conservation Specialist; the balance of FY 2027 is devoted to the substantial preparatory work required to support the FY 2028 build-out of four director-level positions.

a. Conservation Specialist Hire.

- Conservation Specialist (1.0 FTE). The Cooperative has already executed a Conservation Implementation Agreement with its Member Governments, and the day-to-day administration of that Agreement – including coordination with each of the sixteen Member Governments' conservation programs, demand-management planning, rebate-and-incentive program administration, and SWFWMD conservation reporting – warrants a dedicated specialist from the outset of the workforce transition. The Conservation Specialist initially reports to the Executive Director (and is matrixed with the Polk-County-employed Executive Assistant for administrative support) and transitions to report to the Operations Director when that position is filled in FY 2029. The position's time is allocated principally to the Conservation Implementation Agreement Cost center.

b. Resolutions and Policy Adoption.

The Cooperative should use FY 2027 to complete the policy and resolution work begun in FY 2026 and to enact the additional policies that are pre-conditions to the FY 2028 hiring class:

- Resolution adopting the final Personnel Policies and Procedures Manual (the FY 2026 draft developed jointly by General Counsel and the Executive Director is presented for Board adoption in FY 2027 Q1).
- Resolution adopting the final Employee Handbook.

- Resolution adopting the initial Compensation and Classification Plan, drawing on the Polk County compensation-and-classification framework as a starting point. Job descriptions are finalized for the four FY 2028 director-level positions (Human Resources Director with collateral PIO/Communications/Records duties, Executive Assistant / Records Management, Capital Projects Director, and IT/SCADA-Cybersecurity Director).
 - Resolution adopting the Records Retention Schedule conforming to General Records Schedule GS1-SL.
 - Resolution adopting the Cooperative's safety manual, incorporating by reference applicable OSHA standards (confined space, lockout/tagout, trenching/excavation) and Florida workers' compensation drug-free workplace requirements.
 - Resolution adopting the Cooperative's ethics and conflicts-of-interest policy implementing Chapter 112, Part III, Fla. Stat. (including the Form 1 financial-disclosure-filing procedure under Section 112.3145, the anti-nepotism rule under Section 112.3135, and the gift-acceptance rule under Section 112.3148).
 - Resolution adopting the Cooperative's whistleblower policy and notice posting under Section 112.3187(11), Fla. Stat.
 - Resolution adopting the Cooperative's public records policy under Chapter 119, Fla. Stat., including designation of an interim public-records custodian (the Polk-County-employed Executive Assistant pending the FY 2028 hire).
 - Resolution finalizing FRS enrollment, including formal application to the Department of Management Services, Division of Retirement, and submission of the application package at least fifteen days before the FY 2028 first-employee start date.
 - Resolution adopting the Section 457(b) deferred-compensation plan (State of Florida plan administered by DFS Bureau of Deferred Compensation) as a supplemental retirement benefit.
 - Resolution designating Senior Management Service Class positions under Section 121.055(1)(b)1., Fla. Stat. (the Executive Director, Director of Finance and Administration, Capital Projects Director, Operations Director, Human Resources Director, and IT/SCADA-Cybersecurity Director).
- c. Insurance, Payroll and Office Space Infrastructure.
- Procurement of liability, workers' compensation, employment-practices, cyber, and director-and-officer insurance through a public-entity pool such as the Florida Municipal Insurance Trust or Preferred Governmental Insurance Trust. Coverage should be bound effective no later than 30 days before the first FY 2028 employee start date.
 - Selection of payroll vendor and establishment of payroll, payroll-tax, and reemployment-assistance reporting accounts.

- Establishment of an E-Verify account under Section 448.095, Fla. Stat., for all new hires beginning FY 2028.
- Negotiation and execution of an interlocal agreement under Section 163.01, Fla. Stat., with a member government formalizing the Phase 1 office-space arrangement, including space, cost, IT and telecommunications support, security and access, term, and termination notice provisions. The interlocal agreement should expressly contemplate Phase 1 termination on or before September 30, 2028, so that the Cooperative can transition to Phase 2 leased space before the Southeast Wellfield cut-over hires arrive in FY 2029.
- Engagement of a real-estate broker and initiation of site-selection and lease-procurement work for the Phase 2 leased central office space described in Section VI.B, with a target occupancy date of October 1, 2028.

d. Governmental Financial-Management Software – Pre-Procurement Work.

Although the IT/SCADA-Cybersecurity Director hired in FY 2028 will lead the formal procurement and implementation, several preparatory steps should be taken in FY 2027 to keep the project on schedule:

- Engagement of an outside IT-procurement advisor, use of the Florida-League-of-Cities purchasing cooperative or obtain help from member government IT departments to assist with vendor identification and requirements specification.
- Development of a written functional requirements document covering general ledger, accounts payable, payroll, fixed-asset and depreciation management, wholesale-rate billing, project-cost-allocation and timekeeping, budget preparation and monitoring, and audit-ready reporting.
- Issuance of a Request for Information (RFI) to vendors including Tyler Technologies, Caselle, Springbrook, BS&A, Black Mountain Software, and other governmental-utility ERP providers, with responses informing FY 2028 procurement budget.
- Capital budget request in the FY 2028 budget for governmental financial-management software implementation (planning estimate \$150,000 to \$300,000, refined by RFI responses).

e. Recruitment Preparation for FY 2028 Hiring Class.

- Selection and engagement of an executive-search firm (Slavin Management Consultants, Springsted/Waters, Affion Public, or comparable) or coordinate with a member government HR Department for the four FY 2028 director-level positions.
- Development of position descriptions, salary ranges, and advertisement copy for each FY 2028 position.

- Identification of candidate-evaluation panels for each position (the Executive Director, members of the Board, and where appropriate, a Polk County HR representative providing comparative context).
- Public posting of position announcements in late FY 2027 / early FY 2028, with offers extended in time for FY 2028 Q2 start dates.

f. Member-Government Engagement.

- Quarterly briefings to the Polk County Manager and the fifteen Polk County City Managers on the status of the workforce transition, including the cost impact of FY 2028 hires on the Administrative Expense and Water Project Cost allocations.
- Briefings to the boards or commissions of the Members on the cost-allocation methodology adopted under Section II.D of this Plan, as requested.

FY 2027 aggregate incremental personnel cost (the Conservation Specialist) is estimated at \$95,000 to \$120,000, base salary plus benefits. FY 2027 one-time and capital costs (executive-search engagements, software RFI consultant, insurance bind-down, payroll setup, and similar transition costs) are estimated at \$75,000 to \$150,000.

3. *FY 2028 – Foundational Build-Out*

The next four government-employee positions are filled in FY 2028, ahead of the Southeast Wellfield cut-over in FY 2029:

- Human Resources Director with collateral Public Information / Communications / Records Coordinator duties (1.0 FTE). Initially this position serves three combined functions: (i) Human Resources (personnel administration, benefits, payroll integration, policies and procedures); (ii) Public Information and Communications (Member-Government outreach, press relations, governmental affairs); and (iii) Public Records Coordination (Chapter 119 custodian responsibilities). When the standalone Public Information Officer is hired (FY 2030, see paragraph 5 below), this position transitions to a primarily Human Resources Director role and the PIO and Records-Coordinator functions are absorbed by other positions. This is intentionally the first PRWC director-level employee, so that the HR function is in-house when the second, third, and fourth positions are filled.
- Executive Assistant/Records Management (1.0 FTE; combined position). The Cooperative is presently supported by an Executive Assistant who is an employee of Polk County. As the first PRWC personnel are hired and the Cooperative's administrative operations begin to function independently of any single Member Government, the Cooperative will need a dedicated Executive Assistant of its own. This position supports the Executive Director, the Board of Directors, and any standing committees, and also serves as the Cooperative's Records Management and Public Records Coordinator on a combined-position basis from the outset.

- Capital Projects Director (1.0 FTE). This position leads the project-initiation and capital-development side of the technical organization. The role is most naturally filled by a Florida-licensed Professional Engineer or, alternatively, a Professional Geologist with the requisite project-development experience. The Capital Projects Director hired in FY 2028 will work alongside Mr. Addison and Mr. Mattiacci through the Southeast Wellfield Project commissioning, with phased replacement of the two project-management contracts by a single Capital Projects Manager in approximately FY 2029 (see paragraph 4 below).
- Information Technology and SCADA-Cybersecurity Director (1.0 FTE). The America's Water Infrastructure Act of 2018, Section 2013, codified at 42 U.S.C. § 300i-2, requires community water systems serving more than 3,300 persons to conduct risk-and-resilience assessments and emergency-response plans. The IT/SCADA-Cybersecurity Director is positioned as a joint function reporting directly to the Executive Director rather than to either the Capital Projects Director or the Operations Director, so that the IT and SCADA-cybersecurity function has the institutional flexibility to integrate systems across capital, operations, finance, and administration as the Cooperative grows. Among the first deliverables of this position is the selection, procurement, and implementation of the Cooperative's governmental financial-management software (see Section V.E below).

FY 2028 aggregate incremental personnel cost (over and above the FY 2027 base) is estimated at \$515,000 to \$675,000, base salaries plus benefits, partially offset by reductions in the present consulting and professional-services budget for HR, engineering oversight, and IT/cybersecurity.

4. FY 2029 – Southeast Wellfield Cut-Over Year

FY 2029 is the year in which the Southeast Wellfield Project is substantially completed. The five recommended hires for FY 2029 are:

- Capital Projects Manager (1.0 FTE; consolidates Mark Addison and Tom Mattiacci contracts). The Cooperative presently relies on two separate contract project-management arrangements: Mark Addison's contract for the Southeast Wellfield Project, and Tom Mattiacci's part-time Project Administrator engagement for the West Polk Wellfield Project (Mr. Mattiacci is a retired Lakeland Assistant Utility Director). The Plan recommends consolidating both functions in a single full-time Capital Projects Manager position hired in FY 2029, reporting to the Capital Projects Director, who oversees both wellfield projects through commissioning. Both existing contracts are intended to be consolidated into this position as part of the conversion, with appropriate transition periods to allow knowledge transfer. The Capital Projects Manager position should be recruited by open and competitive process, and current contractors are encouraged to apply. The Cooperative recognizes, however, that a current contractor may prefer not to transition into a government-employee role. In that event, the Cooperative may, at its discretion, extend or continue that contractor's existing contract engagement for such additional period as the

Cooperative determines appropriate to ensure continuity on the wellfield projects and an orderly transition, rather than requiring termination of the contract upon creation of the employee position.

- Operations Director (1.0 FTE). The Operations Director leads the project-operations side of the technical organization and is the counterpart to the Capital Projects Director on the project-initiation side. The Operations Director is responsible for the ultimate oversight of plant operations, day-to-day oversight of the U.S. Water Corporation/ACCIONA O&M contract, regulatory and environmental compliance, water-conservation programming, asset management, and the Cooperative's ongoing relationship with FDEP, EPA, SWFWMD, and other regulators. The Operations Director's direct reports as the organization matures will include the Reg/Compliance Manager/Senior Hydrogeologist (FY 2029 hire), the Asset & Operations Manager (FY 2030 hire), the Conservation Specialist (FY 2027 hire transitioning under this Director), and the Reg/Compliance Specialist (FY 2033 hire).
- Reg/Compliance Manager/Senior Hydrogeologist (1.0 FTE; combined role). This position consolidates the Cooperative's regulatory-compliance and hydrogeologic functions in a single full-time hire, recognizing that both responsibilities draw on a common base of technical and regulatory expertise and that neither, standing alone, is expected to warrant a dedicated full-time employee at this stage of the Cooperative's development. Reporting to the Operations Director, this position is responsible for day-to-day FDEP, EPA, SWFWMD, SFWMD, and federal SDWA compliance management, including the FDEP UIC permit and the Class V/Class I injection-well compliance regimen, monthly operating reports, lead-and-copper compliance, Stage 2 Disinfectants and Disinfection Byproducts Rule monitoring, Revised Total Coliform Rule monitoring, the PFAS National Primary Drinking Water Regulation (40 C.F.R. Part 141, Subpart Z) compliance schedule, and consumer-confidence-report preparation. The PFAS rule presently establishes occurrence-monitoring and compliance deadlines; however, EPA has announced reconsideration of portions of the rule and potential extensions of certain compliance deadlines. PRWC should monitor EPA rulemaking and implementation guidance closely. In its hydrogeologic capacity, the position also serves as the Cooperative's in-house subject-matter expert and informed reviewer of the hydrogeologic work product prepared by Team One and any successor consultant, supporting the Capital Projects Director during project development; the Cooperative may fill the role with a credentialed senior hydrogeologist or with a wellfield specialist of equivalent qualifications.
- Senior Accountant (1.0 FTE). With debt-service payments commencing on the Southeast Wellfield Project financing and wholesale-rate billing beginning, the Cooperative will gradually transition accounting services from Clifton, Larson, Allen (CLA) and require a senior accountant to maintain the books and records, manage the wholesale-rate billing cycle, and prepare for the eventual conversion of the Finance Manager position. This

position presupposes implementation of the governmental financial-management software described in Section V.E.

FY 2029 aggregate incremental personnel cost (over and above the FY 2028 base) is estimated at \$525,000 to \$725,000, base salaries plus benefits, partially offset by elimination of the Mark Addison and Tom Mattiacci project-management contracts as well as transition from outside accounting services.

5. *FY 2030 – First Post-Cut-Over Year*

The recommended hires for FY 2030 are:

- Conversion of the Finance Manager position from contract (Laura Guy-Rice) to a Director of Finance and Administration – contingent recommendation. The Plan recommends that the Finance function be brought in-house no later than FY 2030, with the precise timing dependent on Ms. Guy-Rice's election to convert and on the implementation status of the governmental financial-management software. The Director of Finance and Administration will supervise the Senior Accountant hired in FY 2029 and any additional finance staff added in later years. The same approach recommended for the Project Manager replacement – first offer to the incumbent, open recruitment if declined – should be followed for Ms. Guy-Rice. If Ms. Guy-Rice declines, open recruitment should follow.
- Asset & Operations Manager (1.0 FTE). This position reports to the Operations Director and serves as the owner's representative on the U.S. Water Corporation/ACCIONA O&M contract, oversees the asset-management plan for the Southeast Wellfield Project, manages the contractor performance-monitoring program, and prepares the Cooperative for any future decision regarding renewal, re-procurement, or insourcing of plant O&M.
- Public Information Officer (1.0 FTE). The standalone Public Information Officer position splits off from the combined Human Resources Director role established in FY 2028. After this hire, the Human Resources Director becomes primarily an HR director, and the PIO handles Member-Government outreach, press relations, governmental affairs, and the Cooperative's public-facing communications.

FY 2030 aggregate incremental personnel cost (over and above the FY 2029 base, and inclusive of the Finance Manager conversion) is estimated at \$400,000 to \$550,000, base salaries plus benefits, partially offset by elimination of the Finance Manager contract.

6. *FY 2031 – Bridge Year*

The recommended hires for FY 2031 are:

- Senior Engineer (1.0 FTE). Reporting to the Capital Projects Director, the Senior Engineer is the second in-house engineer (after the Capital Projects Director) and supports the Peace River Surface Water Project permitting work-stream (anticipated permitting in the early-to-mid-2030s and completion by or about 2040), the West Polk Wellfield Project

commissioning preparations, and the engineering-review oversight of Team One and any successor consulting engineers.

- Procurement Specialist (1.0 FTE). The Cooperative's procurement workload, including capital procurement, professional services, and contract administration on the U.S. Water Corporation agreement, will exceed the capacity of the existing administrative structure by FY 2031. The Procurement Specialist reports to the Director of Finance and Administration.

FY 2031 aggregate incremental personnel cost is estimated at \$210,000 to \$300,000, base salaries plus benefits, for the Senior Engineer and Procurement Specialist.

7. FY 2032 – Bridge Year

FY 2032 is a bridge year with no required new hires. The Cooperative uses this year to (i) prepare the West Polk Wellfield commissioning team, (ii) advance Peace River Surface Water Project permitting, and (iii) begin the design phase of the Phase 3 administrative building described in Section VI.

FY 2032 aggregate incremental personnel cost is approximately zero.

8. FY 2033 – West Polk Wellfield Cut-Over Year

FY 2033 is the year in which the West Polk Wellfield Project is substantially completed. The recommended hire is:

- Reg/Compliance Specialist (1.0 FTE). Reporting to the Operations Director and supporting the Reg/Compliance Manager/Senior Hydrogeologist, the Reg/Compliance Specialist provides additional capacity for regulatory and environmental compliance across both wellfield facilities. Additional hydrogeologic-and-wellfield specialty support associated with the second plant should be procured as needed through Team One or another consulting arrangement, rather than by adding a second in-house hydrogeologist position.

FY 2033 aggregate incremental personnel cost is estimated at \$90,000 to \$130,000, (base salary plus benefits).

9. FY 2034 – Final Conversion Year

The third and final scheduled conversion occurs in FY 2034:

- Conversion of the Executive Director position from contract (Eric DeHaven) to a government-employee position. By FY 2034, the Cooperative will have transitioned all three of its founding contract relationships, operates two wellfields and treatment plants under a contract O&M model, employs approximately sixteen (16) government employees in back-office, engineering, finance, regulatory, public-information, and asset-management roles, and is in active permitting on the Peace River Surface Water Project. The Executive Director position should be designated a Senior Management Service Class position under Section 121.055, Fla. Stat. Although the conversion is programmed for FY

2034 for planning and budgeting purposes, the Plan is structured to permit it to occur earlier, whenever the individual serving as Executive Director is willing and able to transition to a government-employee position. If the contract Executive Director retires or otherwise departs before the conversion occurs, the Cooperative will engage a successor Executive Director on a contract basis in the interim — preserving continuity without forcing a premature in-house conversion — and that successor may elect to convert to a government-employee position when ready. Because the personnel, payroll, and Florida Retirement System infrastructure established earlier in the transition will already be in place, a successor Executive Director engaged during the transition should expect government-employee benefits, including FRS participation, to become available within approximately one year of accepting the position.

FY 2034 aggregate incremental personnel cost (over and above the FY 2033 base, and including the Executive Director whose cost was previously a contract expense) is estimated at \$150,000 to \$250,000.

C. Summary Headcount Trajectory

By the end of FY 2034, the Cooperative will employ approximately sixteen (16) full-time equivalent positions, all in regularly established FRS-eligible positions, in the following functional groupings: Executive (2 – Executive Director and combined Executive Assistant / Records Management); Finance and Administration (3 – Director of Finance and Administration, Senior Accountant, and Procurement Specialist); Human Resources (1 – Human Resources Director); Capital Projects (3 – Capital Projects Director, Capital Projects Manager, and Senior Engineer); Operations (5 – Operations Director, Reg/Compliance Manager/Senior Hydrogeologist, Asset & Operations Manager, Conservation Specialist, and Reg/Compliance Specialist); Public Information (1 – Public Information Officer); and IT/SCADA-Cybersecurity (1 – Director, joint function reporting directly to the Executive Director). The general counsel function remains a contract position with an outside legal firm selected by the Board. The plant operator-of-record staffing remains with U.S. Water Corporation/ACCIONA under the existing O&M agreement.

V. Human Resources Implementation

A. Compensation Philosophy

The Cooperative should adopt a Compensation and Classification Plan benchmarked against Florida peer regional wholesale water utilities and against the compensation-and-classification framework used by Polk County. The benchmark group should include, at a minimum, Tampa Bay Water, the Peace River/Manasota Regional Water Supply Authority, the Tohopekaliga Water Authority, the Emerald Coast Utilities Authority, Polk County Utilities, and Lakeland Electric/Water. The Compensation and Classification Plan should establish, for each position, a job description that complies with the essential-functions requirements of the Americans with Disabilities Act, a position classification (exempt or non-exempt under the Fair

Labor Standards Act), and a salary range with at least a minimum, midpoint, and maximum. The Plan should be reviewed and re-benchmarked at least every two (2) years.

For the initial benchmarking effort, the Cooperative may use the Polk County compensation-and-classification framework as a starting point rather than procuring an independent compensation consultant. If the Board determines that an independent consultant is warranted at a later stage, a procurement may be initiated then.

B. Health and Welfare Benefits

The benefits package recommended for adoption is consistent with the package presently offered by ECUA, PRMRWSA, and similarly situated Florida special districts: dual-tier health insurance (HDHP/HSA and PPO); two-tier dental; voluntary vision; basic life and AD&D; short- and long-term disability; an Employee Assistance Program; and a cafeteria plan under IRC § 125. Procurement is recommended through the Florida Public Employer Risk Sharing Pool, the Florida Municipal Insurance Trust, or a comparable public-entity pool, both for cost efficiency and for experience-rating insulation.

C. Paid Leave and Holidays

The recommended paid-time-off structure is consistent with peer Florida regional utilities: annual leave starting at 80 hours per year, scaling to 200 hours at fifteen or more years of service; sick leave at 96 hours per year, accruing per pay period; eleven paid holidays plus one floating holiday; standard bereavement, jury-duty, military, parental, and administrative leave.

D. Recruitment and Selection

The recruitment process for each position should follow the same general procedure: competitive recruitment with public announcement, Equal Employment Opportunity-compliant job posting, application via the Cooperative's online portal, structured interview process, background check (Level 1 for non-sensitive positions; Level 2 under Section 435.04, Fla. Stat. for the Executive Director, the Director of Finance and Administration, and any position with treasury, IT-administrator, or SCADA-administrator authority), reference verification, Form I-9 verification with E-Verify (under Section 448.095, Fla. Stat., public agencies must use E-Verify for all new employees regardless of size), pre-employment drug screen for safety-sensitive positions, Florida Commission on Ethics Form 1 financial-interest filing for covered local officers and chief administrative employees, and final offer letter incorporating the Cooperative's at-will employment policy.

E. Governmental Financial-Management Software

The Cooperative's present accounting is administered under a contract with Clifton Larson Allen using QuickBooks and similar small-business tools. As the Cooperative builds an in-house Finance and Administration function and assumes wholesale-rate billing for the Southeast

Wellfield Project in FY 2029, the present accounting infrastructure will no longer be sufficient. The Cooperative must procure and implement a governmental financial-management software platform that includes, at a minimum: general ledger; accounts payable; payroll integration with FRS reporting; fixed-asset and depreciation management; wholesale-rate billing with consumption-based billing capabilities; project-cost-allocation and timekeeping with project-code support; budget preparation and monitoring; and audit-ready reporting consistent with the Auditor General Rules.

Procurement of this platform is identified in this Plan as one of the first deliverables of the IT/SCADA-Cybersecurity Director hired in FY 2028. The Director should be responsible for evaluating available vendors, conducting a competitive procurement, leading implementation, and overseeing data migration from the existing Clifton Larson Allen-administered system. Implementation should be in productive use no later than the Senior Accountant hire in FY 2029.

Market research indicates that small-to-mid-tier governmental financial-management software appropriate to the Cooperative's scale (sixteen wholesale member accounts, GL/AP/payroll/fixed-asset/budget functionality) is available from vendors including Tyler Technologies (Enterprise ERP, formerly Munis), Caselle, Springbrook, BS&A, and Black Mountain Software. Implementation costs for this scale of utility typically range from approximately \$150,000 to \$300,000 (with the upper end of that range applicable to a more feature-rich Tyler-class implementation), with annual maintenance and hosting of approximately \$40,000 to \$70,000. The Cooperative should treat these figures as planning estimates only; actual cost will depend on vendor selection, scope, and implementation timeline. The Plan recommends including the one-time implementation cost in the FY 2028 capital budget (allocated to the Administrative Expense cost center and to each Water Project Cost center based on anticipated use), and the recurring maintenance cost in subsequent operating budgets.

F. Insurance and Risk Management

Concurrent with the first hire, the Cooperative must establish or expand the following insurance programs: workers' compensation (mandatory under Chapter 440, Fla. Stat.); general liability and public officials liability; employment practices liability insurance (limits of at least \$2 million per claim and \$5 million aggregate); cyber liability insurance (first-party and third-party coverage, limits of at least \$5 million per claim); director and officer liability insurance; and property insurance covering the wellfields, water treatment plants, transmission lines, and reject-concentrate injection wells.

VI. Office Space Transition

The transition from contract personnel to a government-employee workforce requires a parallel transition in physical office space. The Cooperative is presently administered in office space made available by Polk County. As the workforce grows from three contract positions today to approximately sixteen (16) full-time-equivalent positions by the end of FY 2034, the

Cooperative will outgrow that shared arrangement and will need its own dedicated and identifiable office presence. The Plan recommends a three-phase approach:

A. Phase 1 – Member-Government Office Space (FY 2026 through FY 2028)

During the foundation year (FY 2026), the first hire year (FY 2027), and the foundational build-out year (FY 2028), the Cooperative should continue to operate from office space provided by Polk County. Phase 1 accommodates the three founding contract positions (Executive Director, Project Manager, and Finance Manager), the Conservation Specialist hired in FY 2027, and the four director-level FY 2028 hires (the Human Resources Director with collateral PIO/Communications/Records duties, the Executive Assistant / Records Management, the Capital Projects Director, and the IT/SCADA-Cybersecurity Director). The Cooperative should, during Phase 1, formalize the office-space arrangement by interlocal agreement under Section 163.01, Fla. Stat., establishing the office space provided, the cost (whether at no charge, in-kind, or at a stated reimbursement rate), the IT and telecommunications support, the security and access arrangements, the term, and the termination notice provisions. The interlocal agreement should expressly contemplate termination on or before September 30, 2028 (the end of FY 2028) so that the Cooperative can transition to Phase 2 leased space in time to accommodate the four Southeast Wellfield cut-over hires arriving in FY 2029.

B. Phase 2 – Leased Central Office Space (FY 2029 through FY 2033)

By the start of FY 2029, the Cooperative's workforce will already include five (5) in-house FTEs (the Conservation Specialist hired in FY 2027 plus the four FY 2028 director-level hires), and the four Southeast Wellfield cut-over hires (Capital Projects Manager, Reg/Compliance Manager/Senior Hydrogeologist, Operations Director, and Senior Accountant) will arrive during FY 2029, bringing total in-house staff to nine (9) FTEs. The workforce will continue to grow through FY 2030 (Finance Manager conversion, Asset & Operations Manager, Public Information Officer) and FY 2031 (Senior Engineer and Procurement Specialist). The Member-Government-provided space available under Phase 1 will no longer be sufficient. The Cooperative should procure dedicated leased office space at a central location within Polk County, with occupancy effective no later than October 1, 2028 (the start of FY 2029), selected to (i) provide approximately 4,000 to 6,000 square feet of general office, conference, records-storage, and small-meeting space; (ii) be accessible to all sixteen Member Governments, with preference given to a location near the geographic center of Polk County (such as Bartow, Winter Haven, or Lakeland); (iii) accommodate growth to approximately sixteen (16) employees, plus floater offices for the three founding-contract staff (the Executive Director, Project Manager, and Finance Manager) who remain engaged during the transition, and visiting consultants; (iv) include secure on-premises records storage; and (v) include adequate technology infrastructure for the SCADA-cybersecurity function. The lease term should be approximately five years (FY 2029 through FY 2033) to align with the planned transition to the Phase 3 permanent administrative office at the West Polk Wellfield site in FY 2034.

C. Phase 3 – Permanent Administrative Office at the West Polk Wellfield Site (Approximately FY 2034)

The third and final phase is the design, financing, and construction of a permanent administrative office programmed into the West Polk Wellfield Project site. The Cooperative's design engineers (TeamOne) should be asked to program space for the permanent administrative office during the current West Polk design phase, so that Florida Water Partners can construct office space alongside the operating facility. The building should be sized for the FY 2034 workforce of approximately sixteen (16) full-time-equivalent positions, and should be programmed for approximately twenty (20) positions to provide reasonable growth contingency for the Peace River Surface Water Project staffing that will follow. Preliminary parameters: (i) approximately 12,000 to 15,000 square feet; (ii) total project cost of approximately \$5 million to \$7 million (2026 dollars), funded through a combination of capital reserves, State Revolving Fund, WIFIA Loan or commercial financing; (iii) a small staff meeting/conference room accommodating approximately ten (10) persons; and (iv) board-meeting space sufficient to seat the sixteen (16)-member Board and accommodate a public audience of approximately thirty to forty (30 to 40) persons, consistent with noticed Board meetings under Section 286.011, Fla. Stat. The cost of designing and constructing this permanent administrative office is not a West Polk Lower Floridan Aquifer Wellfield Project cost item. Because the office serves the Cooperative and all of its Member Governments as a whole, rather than any single project, its design and construction cost will be allocated among all Member Governments through a combination of the existing Implementation Agreement cost centers and the Cooperative's administrative budget, in proportion to the benefit each Member Government receives and consistent with the Cooperative's cost-allocation plan.

Whether the Plan ultimately calls for a leased Phase-2 office or instead proceeds directly from Phase 1 to Phase 3 is a Board policy decision that depends on the West Polk Project design schedule and the cost of holding a 4,000-to-6,000-square-foot lease for a limited bridge period. The Plan presents Phase 2 as a recommended bridge but acknowledges that the Board may elect to skip it if the West Polk design schedule supports a direct move.

VII. Cost Trajectory and Budgetary Impact

A. Multi-Year Personnel Cost Forecast

The aggregate incremental personnel and benefits cost of the recommended transition, in current-year dollars and exclusive of one-time policy-development and consultant costs, is summarized below. These are planning estimates only; actual costs will depend on compensation-and-classification benchmarking, the FRS rates set by the Florida Legislature, and the health-and-welfare premium structures in effect at the time of each hire.

- FY 2026 (Foundation Year): \$50,000 to \$100,000 (one-time policy development and benchmarking; no new personnel).

- FY 2027 (1 new hire, Conservation Specialist): incremental annual cost of \$95,000 to \$120,000, base salary plus benefits.
- FY 2028 (4 new hires, including the HR Director with collateral PIO/Communications/Records duties, EA/RM, Capital Projects Director, and IT/SCADA-Cybersecurity Director): incremental annual cost of \$515,000 to \$675,000, base salaries plus benefits.
- FY 2029 (4 new positions, including the Capital Projects Manager consolidating the Mark Addison and Tom Mattiacci contracts): incremental annual cost of \$525,000 to \$725,000, base salaries plus benefits, partially offset by elimination of both project-management contracts.
- FY 2030 (3 new hires including the contingent Finance Manager conversion): incremental annual cost of \$400,000 to \$550,000, base salaries plus benefits, partially offset by elimination of the Finance Manager contract.
- FY 2031 (2 hires): incremental annual cost of \$210,000 to \$300,000, base salaries plus benefits.
- FY 2032 (bridge year, no new hires): incremental annual cost approximately zero.
- FY 2033 (1 cut-over hire, Reg/Compliance Specialist): incremental annual cost of \$90,000 to \$130,000, base salary plus benefits.
- FY 2034 (1 hire, Executive Director conversion): incremental annual cost of \$150,000 to \$250,000, partially offset by elimination of the Executive Director contract.

Cumulative annualized personnel cost at the end of FY 2034 is estimated at approximately \$2.0 million to \$2.75 million in current-year dollars, supporting a workforce of approximately sixteen (16) full-time-equivalent positions.

B. Other Transition Costs

In addition to recurring personnel costs, the Plan anticipates the following one-time and capital costs during the transition period:

- Personnel policies and employee handbook development (FY 2027): approximately \$25,000 to \$50,000.
- Governmental financial-management software implementation (FY 2028): approximately \$150,000 to \$300,000 implementation, plus approximately \$40,000 to \$70,000 annual maintenance thereafter.
- Phase 2 leased-office space if needed (FY 2029 – FY 2033): annual lease cost of approximately \$100,000 to \$210,000 (based on Bartow/Winter Haven/Lakeland market rates of approximately \$25 to \$35 per square foot per year for class A office space).

- Phase 3 permanent administrative office (FY 2034): total project cost of approximately \$5 million to \$7 million, financed (allocated among all Member Governments through the existing Implementation Agreement cost centers and the administrative budget, not charged as a West Polk Lower Floridan Aquifer Wellfield Project cost).

C. Cost Recovery and Cost Allocation — Sources of Funding

The workforce-transition cost identified in this Plan will be funded from the following sources, each tied to a specific Implementation Agreement or governance document:

- Second Amended and Restated Implementation Agreement – Southeast Wellfield (May 11, 2022). The Southeast Wellfield Implementation Agreement is the primary source of funding for personnel costs allocated to the Southeast Wellfield Project Cost center (estimated at 60% of cumulative annual personnel cost; see Section VII.D below). Cost recovery occurs through the wholesale-rate structure of the Agreement, with each Southeast Wellfield Project Participant paying its Water Allotment Percentage share (Section 1.47 of that Agreement) of the allocated personnel cost.
- Second Amended and Restated Implementation Agreement – West Polk Lower Floridan Aquifer Wellfield (May 11, 2022). The West Polk Wellfield Implementation Agreement is the primary source of funding for personnel costs allocated to the West Polk Wellfield Project Cost center (estimated at 30% of cumulative annual personnel cost). Cost recovery occurs through the wholesale-rate structure of the Agreement, with each WPLFA Project Participant paying its Water Allotment Percentage share (Section 1.45 of that Agreement) of the allocated personnel cost.
- Combined Projects Implementation Agreement (May 1, 2017), as amended by the First Amendment (2019) and the Second Amendment (January 28, 2026). The Combined Projects Implementation Agreement is the source of funding for personnel costs allocated to the Combined Projects Cost center (estimated at 10% of cumulative annual personnel cost), reflecting the cross-project planning, Capital Improvement Plan development, water-supply demand forecasting, and similar long-range work that is not directly attributable to any single Water Project. Cost recovery occurs through each Combined Projects Participant's cost-share percentage in Section 8.5.1 of that Agreement, which was unchanged by either amendment.
- Conservation Implementation Agreement. The Conservation Implementation Agreement is the source of funding for the Conservation Specialist position hired in FY 2027 (and any successor or supporting position) and for any other conservation-programming work undertaken by the Cooperative on behalf of its Member Governments. Cost recovery occurs through the cost-allocation provisions of the Conservation Implementation Agreement. For illustration purposes in Section VII.D below, conservation personnel cost is treated as part of the 10% Combined Projects allocation because the Conservation

Implementation Agreement is funded under the same overall Combined Projects governance framework.

- Administrative Expense allocation (Section 2.06(I) of the 2016 Interlocal Agreement). The residual portion of cumulative annual personnel cost not allocable to a specific Water Project — principally the admin-related portion of the General Counsel engagement, the Executive Office, the Human Resources Director’s general-services time, board-meeting and audit costs, and similar Cooperative-wide expenditures — is funded through the annual Member-Government contributions to the Administrative Expense cost center, calculated in proportion to each Member Government’s annual average potable-water use.
- Future Project Implementation Agreements. As the Peace River Surface Water Project, the Alafia River Project, and other future alternative-water-supply projects advance to implementation in the early-to-mid-2030s, each such Project will become a separate Water Project Cost center under its own Implementation Agreement, and personnel costs allocated to that Project Cost center will be funded through the corresponding Agreement.

Each new position’s salary and benefits will be allocated, consistent with the methodology described in Section II.D, between the Administrative Expense cost center and the appropriate Water Project Cost center under each Implementation Agreement. Personnel costs allocated to a Water Project Cost center are recovered from the participating Member Governments through the wholesale-rate structure of the corresponding Implementation Agreement. Personnel costs allocated to the Administrative Expense cost center are recovered through the annual Member-Government contributions established under Section 2.06(I) of the 2016 Interlocal Agreement, calculated in proportion to each Member Government’s annual average potable-water use.

Under the recommended allocation methodology, only a modest portion of the cumulative annual personnel cost at full transition – principally the admin-related portion of the General Counsel engagement, the Executive Office, the Human Resources Director’s general-services time, board-meeting and audit costs, and similar Cooperative-wide expenditures – will be charged to the Administrative Expense cost center. The substantial balance – the time of the Capital Projects Director, Capital Projects Manager, Reg/Compliance Manager/Senior Hydrogeologist, Operations Director, Asset & Operations Manager, Senior Engineer, Conservation Specialist, Reg/Compliance Specialist, and the project-related portion of the General Counsel engagement – will be allocated to the Southeast Wellfield, West Polk Wellfield, Conservation, and (in due course) Peace River Surface Water Project Cost centers and recovered through the corresponding Implementation Agreements.

D. Estimated Cost to Member Governments — Year-by-Year

The purpose of this Section VII.D is to provide the Board of Directors and the Member Governments with a rough planning estimate of the year-by-year cost of the workforce transition borne by each Member Government. The estimate is presented in two tables. Table VII-1 shows the Cooperative’s cumulative annual personnel cost split among the three Water Project Cost

centers. Table VII-2 then combines the three Cost-center allocations into a single per-Member-Government annual figure, so that each Member Government can see, at a glance, what its share of the workforce-transition cost is expected to be in each fiscal year of the transition.

The combined Table VII-2 is built on the following simplifying assumptions:

- The 60% / 30% / 10% split is illustrative only. The actual cost allocation will be determined year by year through the documented time-allocation methodology described in Section II.D, applied by the Director of Finance and Administration once that position is filled and the governmental financial-management software (see Section V.E) is implemented. The 60% / 30% / 10% split represents a reasonable planning approximation reflecting (a) the relative weight of the two wellfield projects (each requiring substantially equal owner-side oversight during construction and commissioning, with the larger Southeast Wellfield receiving the bulk of attention through FY 2029) and (b) the minority share attributable to general planning, conservation, and long-range water-supply work allocated to the Combined Projects Cost center. For purposes of this illustration, the Conservation Specialist position (allocated principally to the Conservation Implementation Agreement Cost center) is treated as part of the Combined Projects Cost center, because the Conservation Implementation Agreement is funded under the same Combined Projects framework.
- Sixty percent (60%) of each year's cumulative personnel cost is attributable to the Southeast Wellfield Project Cost center and is allocated among the Southeast Wellfield Project Participants in accordance with the Water Allotment Percentages set forth in Section 1.47 of the Second Amended and Restated Implementation Agreement – Southeast Wellfield (May 11, 2022).
- Thirty percent (30%) of each year's cumulative personnel cost is attributable to the West Polk Lower Floridan Aquifer Wellfield Project Cost center and is allocated among the WPLFA Project Participants in accordance with the Water Allotment Percentages set forth in Section 1.45 of the Second Amended and Restated Implementation Agreement – West Polk Lower Floridan Aquifer Wellfield (May 11, 2022).
- Ten percent (10%) of each year's cumulative personnel cost is attributable to the Combined Projects Cost center and is allocated among the Combined Projects Participants in accordance with the cost-share percentages set forth in Section 8.5.1 of the Combined Projects Implementation Agreement (May 1, 2017), as amended by the First Amendment (2019) and Second Amendment (January 28, 2026). Neither amendment modified the Section 8.5.1 cost-share table.
- Each Member Government's effective share of the Cooperative's total annual personnel cost is the sum of the three weighted contributions described above: (i) its Southeast Wellfield Water Allotment Percentage multiplied by 60%; (ii) its West Polk Wellfield Water Allotment Percentage multiplied by 30%; and (iii) its Combined Projects cost-share

percentage multiplied by 10%. Where a Member Government has elected Project Associate status under one of the wellfield Implementation Agreements (no financial responsibility), that Member Government's contribution to the corresponding Cost center is treated as zero, and the balance of that Cost center is borne by the participating Project Participants.

- The figures shown are planning estimates only, expressed in current-year (FY 2026) dollars, and exclude (i) one-time policy-development costs in FY 2026 and FY 2027; (ii) one-time and recurring governmental-software costs (estimated in Section V.E); (iii) Phase 2 leased-office costs (FY 2030 – FY 2033); and (iv) the Phase 3 permanent administrative office (FY 2034). The amounts shown also assume the contingent Finance Manager conversion in FY 2030 and the Executive Director conversion in FY 2034.

The purpose of Table VII-2 is to give the Member Governments a rough sense of magnitude — measured in tens of thousands to hundreds of thousands of dollars per year per Member Government — of what the workforce transition will cost them as Member Governments. Actual amounts will differ from the figures shown based on the year-end compensation-and-classification benchmarking, the FRS contribution rates set by the Florida Legislature for each fiscal year, the actual time-allocation methodology implemented under Section II.D, any change in the Project Participants' Water Allotment Percentages following the five-year true-up under Section 10 of each wellfield Implementation Agreement, and any future amendments to the Combined Projects Implementation Agreement.

Table VII-1. Cumulative Annual Personnel Cost by Cost Center, FY 2026 – FY 2034 (Current-Year Dollars)

Fiscal Year	Cumulative Cost	Southeast Wellfield (60%)	West Polk LFA (30%)	Combined Projects (10%)
FY 2026	—	—	—	—
FY 2027	\$107,500	\$64,500	\$32,250	\$10,750
FY 2028	\$702,500	\$421,500	\$210,750	\$70,250
FY 2029	\$1,327,500	\$796,500	\$398,250	\$132,750
FY 2030	\$1,802,500	\$1,081,500	\$540,750	\$180,250
FY 2031	\$2,057,500	\$1,234,500	\$617,250	\$205,750
FY 2032	\$2,057,500	\$1,234,500	\$617,250	\$205,750
FY 2033	\$2,167,500	\$1,300,500	\$650,250	\$216,750
FY 2034	\$2,367,500	\$1,420,500	\$710,250	\$236,750

Note — FY 2027 funding. The FY 2027 incremental personnel cost (approximately \$107,500) was not included in the PRWC's proposed FY 2027 budget request. Rather than deferring these positions, the Cooperative will fund the FY 2027 cost through a draw under its Line of Credit and capitalize that amount. Principal and interest on the FY 2027 Line-of-Credit draw will be recovered from the Member Governments through the base rate charge beginning in FY 2028; accordingly, Table VII-2 reflects no direct FY 2027 charge to the Member Governments (“—”).

Table VII-2. Estimated Annual Workforce-Transition Cost by Member Government (Current-Year Dollars)

Member Government	SEWF %	WPLFA %	Combined %	Effective %	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
City of Auburndale	10.89%	1.269%	7.08%	7.623%	—	—	\$53,552	\$101,195	\$137,405	\$156,843	\$156,843	\$165,229	\$180,475
City of Bartow	2.38%	4.568%	6.93%	3.491%	—	—	\$24,524	\$46,343	\$62,925	\$71,827	\$71,827	\$75,667	\$82,649
City of Davenport	17.95%	—	0.92%	10.862%	—	—	\$76,306	\$144,193	\$195,788	\$223,486	\$223,486	\$235,434	\$257,158
City of Eagle Lake	—	—	1.33%	0.133%	—	—	\$934	\$1,766	\$2,397	\$2,736	\$2,736	\$2,883	\$3,149
City of Fort Meade	—	—	0.56%	0.056%	—	—	\$393	\$743	\$1,009	\$1,152	\$1,152	\$1,214	\$1,326
City of Frostproof	—	—	0.41%	0.041%	—	—	\$288	\$544	\$739	\$844	\$844	\$889	\$971
City of Haines City	23.10%	—	5.14%	14.374%	—	—	\$100,977	\$190,815	\$259,091	\$295,745	\$295,745	\$311,556	\$340,304
City of Lake Alfred	6.60%	—	1.70%	4.130%	—	—	\$29,013	\$54,826	\$74,443	\$84,975	\$84,975	\$89,518	\$97,778
City of Lake Wales	—	—	4.07%	0.407%	—	—	\$2,859	\$5,403	\$7,336	\$8,374	\$8,374	\$8,822	\$9,636
City of Lakeland	0.66%	80.077%	25.02%	26.921%	—	—	\$189,120	\$357,376	\$485,251	\$553,900	\$553,900	\$583,513	\$637,355
City of Mulberry	—	—	0.77%	0.077%	—	—	\$541	\$1,022	\$1,388	\$1,584	\$1,584	\$1,669	\$1,823
City of Polk City	—	0.380%	1.68%	0.282%	—	—	\$1,981	\$3,744	\$5,083	\$5,802	\$5,802	\$6,112	\$6,676
City of Winter Haven	10.03%	1.270%	9.53%	7.352%	—	—	\$51,648	\$97,598	\$132,520	\$151,267	\$151,267	\$159,355	\$174,059

Member Government	SEWF %	WPLFA %	Combined %	Effective %	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Town of Dundee	5.94%	—	2.24%	3.788%	—	—	\$26,611	\$50,286	\$68,279	\$77,938	\$77,938	\$82,105	\$89,681
Town of Lake Hamilton	—	—	0.04%	0.004%	—	—	\$28	\$53	\$72	\$82	\$82	\$87	\$95
Polk County	22.45%	12.436%	32.58%	20.459%	—	—	\$143,724	\$271,593	\$368,773	\$420,944	\$420,944	\$443,449	\$484,367
TOTAL (Cooperative-wide)	100.00%	100.00%	100.00%	100.000%	—	—	\$702,500	\$1,327,500	\$1,802,500	\$2,057,500	\$2,057,500	\$2,167,500	\$2,367,500

VIII. The Florida Retirement System: Election, Implementation, and Comparison to Alternatives

A. Statutory Authority

The Florida Retirement System is governed by Chapter 121, Florida Statutes. Section 121.021(10), Fla. Stat., includes within the definition of “employer” “any [...] special district of the state [...] which participates in the system for the benefit of certain of its employees.” Section 121.051(2)(b), Fla. Stat., authorizes the governing body of a special district to elect to participate in FRS; the election is irrevocable and, once made, all future employees of the special district are compulsory FRS members.

B. Election Process

To enroll the Cooperative in FRS, the Board of Directors must (i) adopt a Board resolution electing to participate in FRS pursuant to Section 121.051(2)(b), Fla. Stat.; (ii) submit the application package to the Department of Management Services, Division of Retirement, at least fifteen days before the proposed effective date of coverage; (iii) designate the covered group and obtain a DMS-issued agency number; (iv) establish payroll integration with FRS Online; and (v) distribute General Retirement Plan Enrollment Form ELE-1 to each newly hired employee for the Pension Plan vs. Investment Plan choice within the eight-month initial choice period.

C. Pension Plan vs. Investment Plan and Membership Classes

Each new FRS member elects between the FRS Pension Plan (defined benefit) and the FRS Investment Plan (defined contribution) within an eight-month initial choice period. The Cooperative’s positions will fall principally into the Regular Class. The Senior Management Service Class is available, but only if the Board affirmatively designates eligible positions. The Plan recommends designation of the Executive Director, Director of Finance and Administration, Capital Projects Director, Operations Director, Human Resources Director, and IT/SCADA-Cybersecurity Director as SMSC-eligible by separate resolution.

D. FY 2025-26 Contribution Rates

The total contribution rates effective July 1, 2025, codified at Section 121.71, Fla. Stat., are:

- Regular Class: Employer rate 14.03%; employee rate 3.00%.
- Senior Management Service Class: Employer rate 33.24%; employee rate 3.00%.
- Special Risk Class: Employer rate 35.19%; employee rate 3.00% (inapplicable to the Cooperative).
- DROP: Employer rate 22.02%.

The employer rates include normal cost, unfunded actuarial liability assessments, the Health Insurance Subsidy contribution, and the administrative assessment. The 3.00% employee contribution is deducted on a pre-tax basis. These rates are adjusted annually by the Florida Legislature.

E. Comparison to Alternative Retirement Vehicles

The Cooperative could theoretically operate a stand-alone defined-benefit plan, a stand-alone Section 401(a) defined-contribution plan, or a deferred-compensation-only structure under Section 457(b). On the merits, FRS is the preferred choice because (i) FRS is fully prefunded and actuarially managed by the State Board of Administration; (ii) FRS membership is portable across all approximately 1,000 participating Florida public employers, which is the single most important non-financial recruiting advantage; (iii) the Pension Plan places investment risk on the State, not on the Cooperative; and (iv) all peer Florida regional utilities (TBW, PRMRWSA, ECUA, Lakeland, Polk County, and WRWSA) participate in FRS.

F. Section 457(b) Deferred Compensation Plan

Section 112.215, Fla. Stat., authorizes Florida public employers to provide their employees access to a Section 457(b) deferred-compensation plan as a supplement to FRS. The Plan recommends offering the State of Florida Deferred Compensation Plan administered by the Department of Financial Services Bureau of Deferred Compensation as the primary 457(b) vehicle.

IX. State and Federal Legal Framework

A. Florida State Law Applicable to PRWC Employees

The conversion to a government-employee workforce subjects the Cooperative to a body of Florida employment law that has not thus far applied to its three contract relationships. The principal statutes are summarized below; each will need to be reflected in the Personnel Policies and Procedures Manual.

- Chapter 112, Part III, Fla. Stat. – Code of Ethics. Section 112.313 prohibits doing business with one’s own agency, conflicting employment, misuse of position, and post-employment lobbying. Section 112.3135 prohibits nepotism. Section 112.3145 requires Form 1 (Statement of Financial Interests) filings annually by each “local officer” and each “chief administrative employee”. Section 112.3144 separately governs Form 6 full and public disclosure for officers required to file that form. Section 112.3187 et seq., the Florida Whistleblower’s Act, protects PRWC employees who disclose violations of law.
- Chapter 119, Fla. Stat. – Public Records Act. Personnel files are presumptively public records, with exemptions in Section 119.071(4) for SSNs, bank-account numbers, and (upon written request) home addresses, telephone numbers, dates of birth, and photographs of human-resources, labor-relations, and employee-relations directors. The Human

Resources Director hired in FY 2028 is expected to qualify for this protection, provided the statutory conditions are met and the required written request is submitted.

- Chapter 286, Fla. Stat. – Sunshine Law. Board meetings and any committee meetings with delegated decision-making authority are subject to (i) reasonable public notice; (ii) public access; and (iii) recorded minutes. Most personnel matters cannot be discussed in private. Section 286.011(8) permits a closed attorney-client litigation-strategy session under strict procedure; Section 447.605(1) exempts collective-bargaining strategy sessions.
- Chapter 447, Part II, Fla. Stat. – Public Employees Relations Act. Florida public employees enjoy constitutional and statutory collective-bargaining rights. The Public Employees Relations Commission administers the Act. Strikes by public employees are prohibited under Section 447.505.
- Chapter 440, Fla. Stat. – Workers’ Compensation. Mandatory once the Cooperative employs four (4) or more persons. Recommended through a public-entity self-insurance pool such as FMIT or PGIT.
- Section 768.28, Fla. Stat. – Sovereign Immunity. The Cooperative is a “subdivision” of the State for purposes of Section 768.28. Tort caps are presently \$200,000 per claim and \$300,000 per occurrence. Section 768.28(9) bars personal tort liability of an officer, employee, or agent acting within the scope of employment.
- Chapter 443, Fla. Stat. – Reemployment Assistance. The Cooperative may elect to participate as a reimbursing employer under Section 443.1313, Fla. Stat. – ordinarily preferred for low-turnover special districts.
- Section 215.425, Fla. Stat. – Extra Compensation and Severance Limits. Severance for a contract officer of a special district is limited to twenty (20) weeks of compensation.
- Florida Administrative Code Chapter 62-602 – Operator Certification. The U.S. Water Corporation/ACCIONA O&M contract requires the contractor to supply the Operator-In-Charge and licensed operators. The Cooperative’s Operations Director (FY 2029 hire) and Reg/Compliance Manager/Senior Hydrogeologist (FY 2029 hire) should verify operator licensing and continuing-education compliance.

B. Federal Law Applicable to PRWC Employees

The following federal employment statutes apply to PRWC along a graduated schedule:

- Fair Labor Standards Act, USERRA, IRCA (with E-Verify mandatory for public agencies from the first hire under Section 448.095, Fla. Stat.), FMLA notice posting (29 C.F.R. § 825.300), and the HIPAA Privacy Rule apply on day one.
- Title VII, Title I of the ADA, and GINA apply at fifteen (15) employees; ADEA and PHSa continuation of group health coverage (the federal-employer analog to COBRA) apply at

twenty (20) employees. The Cooperative is projected to cross fifteen during FY 2029 and twenty during or shortly after FY 2033.

- Federal OSHA does not directly cover state and local public employees in Florida, but OSHA standards (confined-space at 29 C.F.R. § 1910.146; lockout/tagout at 29 C.F.R. § 1910.147; trenching and excavation at 29 C.F.R. Part 1926, Subpart P) should be adopted by reference in the Safety Manual.
- America's Water Infrastructure Act of 2018, Section 2013, codified at 42 U.S.C. § 300i-2, requires risk-and-resilience assessments and emergency-response plans. The IT/SCADA-Cybersecurity Director (FY 2028 hire) is responsible for this function.

C. Annual Legal and Financial Review of Regulatory Items

Because several retirement-system contribution rates, federal PFAS implementation deadlines, and related state and federal regulatory requirements are subject to annual legislative or agency revision, the Cooperative should require annual legal and financial review of these items as part of each budget cycle. The General Counsel and the Director of Finance and Administration should jointly present, at the budget workshop preceding each fiscal year, an updated summary of: (i) the FRS contribution rates set for the upcoming fiscal year; (ii) any material amendments to Chapter 121, Chapter 112, Chapter 119, or Chapter 286, Florida Statutes; (iii) any developments affecting Section 768.28 sovereign-immunity caps; (iv) the status of the EPA PFAS NPDWR and any other Safe Drinking Water Act regulatory changes; (v) any change in E-Verify and other immigration-compliance obligations; and (vi) any amendments to the Cooperative's Personnel Policies and Procedures Manual occasioned by the foregoing.

X. Required Personnel Policies and Employee Handbook

Before the first government-employee hire, the Board of Directors must adopt the following policies, all of which will be incorporated in the Personnel Policies and Procedures Manual:

- Equal Employment Opportunity Policy.
- Anti-Harassment and Anti-Retaliation Policy.
- Drug-Free Workplace Policy under Sections 440.101 and 440.102, Fla. Stat.
- Code of Ethics, Conflicts of Interest, and Gift Acceptance Policy.
- Anti-Nepotism Policy.
- Whistleblower Policy and notice posting under Section 112.3187(11).
- Public Records Policy under Chapter 119.
- Personnel Records Confidentiality Policy.

- Family and Medical Leave Policy with required FMLA notice posting.
- Uniformed Services Employment and Reemployment Rights Act notice posting.
- Workers' Compensation and Reemployment Assistance notices.
- E-Verify Policy (mandatory for all PRWC hires from the first employee).
- Background Check Policy.
- Health Insurance Portability and Accountability Act Privacy Notice for the group health plan.
- Records Retention Schedule conforming to General Records Schedule GS1-SL.

XI. Risk Analysis and Mitigation

A. Political and Member-Government Risk

The transition will increase the Cooperative's recurring personnel expense. Properly allocated to the Water Project Cost centers under each Implementation Agreement, the substantial majority of that expense is recovered through wholesale-rate revenue rather than through the Administrative Expense allocation. The remaining political risk is therefore not a budgetary supermajority risk but a wholesale-rate-impact risk: each new position translates, ultimately, into pennies-per-thousand-gallons on the wholesale rate paid by the participating Member Governments. Mitigation involves early and frequent engagement with the Member Governments, transparent multi-year cost forecasts, and unmistakable demonstration of the value the additional in-house staff provides.

B. Recruitment Risk

The Florida public-sector water-utility labor market is tight. Compensation must be market-competitive, and the Cooperative must be able to articulate to potential candidates a compelling value proposition: a brand-new utility, a fifty-year build-out horizon, FRS-credit portability, an opportunity to shape the organization, and the ability to work on the largest regional water-supply development in central Florida outside of the Tampa Bay region. Mitigation involves (i) the early hire of a strong Human Resources Director (FY 2028); (ii) open and competitive recruitment from the broad Florida public-utility labor market; (iii) participation in AWWA, FSAWWA, FRWA, and AWWA Florida Section career fairs and job-board postings; and (iv) the use of executive-search firms for the senior-management positions.

C. Continuity and Succession Risk

The replacement of three founding contract relationships introduces continuity risk. The Plan addresses this risk in two ways. First, each conversion or replacement is preceded by an overlap period between the outgoing contractor and the incoming employee, specifically: the

Capital Projects Director hired in FY 2028 works alongside Mr. Addison and Mr. Mattiacci for approximately one year before the FY 2029 Capital Projects Manager hire that consolidates the two contracts; the Senior Accountant hired in FY 2029 provides the working accounting bench-strength supporting the FY 2030 Finance Manager conversion; and the Executive Assistant hired in FY 2028 supports both the contract Executive Director and the converted Executive Director in FY 2034. Second, succession planning is an explicit responsibility of the Capital Projects Director, who is responsible for ensuring that the Cooperative is not single-threaded on any one engineering or project-management individual at any time during the transition.

XII. Recommended Immediate Next Steps (FY 2026 and FY 2027 Actions)

To put the Plan in motion, the Board of Directors should take the following actions, in approximately the following sequence. The rollout is divided into a FY 2026 “information and preparation” phase culminating in Board adoption in September 2026, and a substantive FY 2027 “build-the-foundation” phase that prepares the Cooperative for the FY 2028 hiring class.

A. FY 2026 – Information, Approval, and Initial Resolutions

- July 2026 Board meeting – information item. The Executive Director and General Counsel jointly present this Plan, the accompanying slide deck, and the associated cost and timeline summaries as an information item, soliciting Board comment but not yet seeking adoption.
- August 2026 – Member-Government engagement. The Executive Director presents the Plan to the Polk County Manager and the fifteen Polk County City Managers, soliciting comments and addressing concerns before the Plan is brought back to the Board for adoption.
- September 2026 Board meeting – Resolution Adopting the Workforce Transition Plan. The General Counsel presents a draft Resolution Adopting the Workforce Transition Plan for Board consideration and approval.
- September 2026 – Resolution Electing FRS Participation under Section 121.051(2)(b), Fla. Stat.
- September 2026 – Resolution Electing the Reimbursement Method under Section 443.1313, Fla. Stat. for reemployment-assistance obligations.
- September 2026 – Resolution Delegating Hiring Authority to the Executive Director for non-senior-management positions.
- September 2026 – Resolution Establishing the Personnel Committee.
- November 2026 Board meeting – Procurement Policy adoption. Present a recommended Procurement Policy for Board adoption and, if needed, a Board resolution ratifying any prior change orders approved by Cooperative staff in excess of staff-level signing authority.

B. FY 2027 – Foundation Year

FY 2027 is the principal preparation year for the FY 2028 hiring class. Because the costs of these foundation-year actions were not included in the Member Governments' adopted FY 2027 budget, the Cooperative will fund them through a draw under its Line of Credit and recover that amount, with principal and interest, through the base rate charge beginning FY 2028 (consistent with the funding note to Table VII-1). Recommended FY 2027 actions are:

- FY 2027 Q1 – Board adoption of the Personnel Policies and Procedures Manual and the Employee Handbook.
- FY 2027 Q1 – Board adoption of the initial Compensation and Classification Plan, drawing on the Polk County compensation-and-classification framework as a starting point. Job descriptions are finalized for the four FY 2028 director-level positions.
- FY 2027 Q1 – Board adoption of the Records Retention Schedule, the Safety Manual, the Ethics and Conflicts-of-Interest Policy, the Whistleblower Policy and notice posting, and the Public Records Policy.
- FY 2027 Q1 – Board resolution designating Senior Management Service Class positions under Section 121.055(1)(b)1., Fla. Stat. (Executive Director, Director of Finance and Administration, Capital Projects Director, Operations Director, Human Resources Director, and IT/SCADA-Cybersecurity Director).
- FY 2027 Q1 – Board adoption of the Section 457(b) deferred-compensation plan (State of Florida plan) as a supplemental retirement benefit.
- FY 2027 Q1 – Recruitment and hiring of the Conservation Specialist (first government-employee position).
- FY 2027 Q1-Q2 – Procurement of liability, workers' compensation, employment-practices, cyber, and director-and-officer insurance through a public-entity pool, with coverage bound effective no later than 30 days before the first FY 2028 employee start date.
- FY 2027 Q1-Q2 – Negotiation and execution of an interlocal agreement under Section 163.01, Fla. Stat., with Polk County formalizing the Phase 1 office-space arrangement and providing for termination on or before September 30, 2028.
- FY 2027 Q2-Q4 – Engagement of a real-estate broker and initiation of site-selection and lease-procurement work for the Phase 2 leased central office space (described in Section VI.B), with a target occupancy date of October 1, 2028 (start of FY 2029).
- FY 2027 Q1-Q2 – Selection of payroll vendor and establishment of payroll, payroll-tax, FRS, and reemployment-assistance reporting accounts; establishment of E-Verify account.

- FY 2027 Q2-Q3 – Engagement of an executive-search firm for the four FY 2028 director-level positions; development of position descriptions, salary ranges, and advertisement copy; identification of candidate-evaluation panels.
- FY 2027 Q2-Q3 – Pre-procurement work for the governmental financial-management software, including engagement of an IT-procurement advisor, development of a functional requirements document, and issuance of a Request for Information to vendors (Tyler Technologies, Caselle, Springbrook, BS&A, Black Mountain Software, and others). Capital budget request in the FY 2028 budget for software implementation.
- FY 2027 Q3-Q4 – Public posting of FY 2028 position announcements; candidate interviews; offers extended in time for FY 2028 Q1 / Q2 start dates.
- FY 2027 Q3-Q4 – Quarterly briefings to the Polk County Manager and the fifteen Polk County City Managers on the status of the workforce transition, including the cost impact of FY 2028 hires.

C. FY 2028 – Foundational Hiring Class

- FY 2028 Q1-Q2 – Recruitment and hiring of the Human Resources Director (with collateral PIO/Communications/Records duties), Executive Assistant / Records Management, Capital Projects Director, and IT/SCADA-Cybersecurity Director.
- FY 2028 – IT/SCADA-Cybersecurity Director leads procurement and implementation of the governmental financial-management software described in Section V.E. Implementation should be in productive use no later than the FY 2029 Senior Accountant hire.
- FY 2028 – Complete the site-selection and lease-procurement process for Phase 2 leased central office space, with a target occupancy date of October 1, 2028 (start of FY 2029) so that the Cooperative is in Phase 2 space before the four FY 2029 Southeast Wellfield cut-over hires arrive. Site-selection work should begin in FY 2027 (see Section IV.B.2(e)).
- Ongoing – Individual succession conversations with Mr. Addison, Mr. Mattiacci, Ms. Guy-Rice, and Mr. DeHaven regarding the eventual conversion or replacement of their respective contract relationships and their preferences for transition planning.

XIII. Conclusion

The Polk Regional Water Cooperative was formed in 2016 to do something no one of its sixteen Member Governments could do alone: develop and operate new regional alternative water supplies sufficient to serve Polk County's long-term population growth without depleting the Upper Floridan Aquifer. Unlike WCRWSA in 1974 or PRMRWSA in 1982, PRWC was designed from inception as a developer and operator, not as a planning shell. Ten years after formation, the Cooperative is on the verge of completing its first regional treatment facility and stepping into the

role of a wholesale water utility. The pattern across both Florida and the nation is clear: the wholesale water authorities that survive and grow are those that build the right back-office capacity in advance of asset cut-over and that maintain the discipline to insource only what genuinely belongs in-house – finance, engineering, regulatory compliance, cybersecurity, communications, asset management, and human resources – while leaving the work that contractors do well in the hands of contractors.

The transition from contract to government-employee workforce presented by this Plan is not only legally permissible under the 2016 Interlocal Agreement; it is the natural and necessary next step in the Cooperative’s evolution. The Plan calls for three founding-contract replacements and approximately thirteen new positions over seven-to-eight fiscal years, with FRS participation, a market-competitive compensation philosophy, the procurement of a governmental financial-management software platform, and a complete personnel-policy framework in place before the first hire. General counsel remains, as it does at every comparable Florida regional utility (other than the Tohopekaliga Water Authority), a contract function delivered by a specialized outside law firm. The plant operator-of-record remains, as at Tampa Bay Water for the past twenty-six years, a long-term contract with U.S. Water Corporation and ACCIONA.

The Plan is presented to the Board of Directors for adoption by Resolution at the September 2026 Board meeting, with information and discussion items at the July 2026 Board meeting and Member-Government engagement in August 2026.

Agenda Item F.4.

7/29/2026

SUBJECT

Approve Resolution 2026-04 to Adopt PRWC Policy Manual Including Previously Adopted Policies and Reserving Chapters for Future Policies (Action)

DESCRIPTION

Over the past several years, the PRWC has adopted a number of policies that define the governance of the organization including an Investment Policy, a Reserve Policy, the Capital Asset Policy, the Land Acquisition Policy, and policies that originate from the Southeast and West Polk Wellfield Implementation Agreements (water charges, billing, and annual true-up). Proposed Resolution 2026-04 would adopt a PRWC Policy Manual compiling these previously adopted policies into a single document to assist with recordkeeping and to provide improved access and transparency to the public.

The proposed Policy Manual (Exhibit A) incorporates each existing policy as originally adopted and reserves chapters for future policies that are anticipated to be adopted by the PRWC Board of Directors. Approval of Resolution 2026-04 will adopt the Policy Manual as the official compilation of the Cooperative's Board-adopted policies; it will not amend, readopt, or otherwise change the substance of any existing policy, each of which remains in effect as originally adopted by the Board. Policies subsequently adopted or amended by the Board will be incorporated into the reserved chapters of the Policy Manual upon adoption.

RECOMMENDATION

Approve Resolution 2026-04, adopting the PRWC Policy Manual (Exhibit A), which compiles the Cooperative's previously adopted policies without substantive change and reserves chapters for future policies to be incorporated upon adoption by the Board.

FISCAL IMPACT

There is no fiscal impact associated with this action.

CONTACT INFORMATION

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2026-04

RESOLUTION APPROVING AND ADOPTING THE

POLK REGIONAL WATER COOPERATIVE POLICY MANUAL

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

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

WHEREAS, the Cooperative is an independent special district and a regional water supply authority created under Sections 163.01 and 373.713, Florida Statutes, and is required to conduct its governance, financial, operational, and administrative affairs in accordance with applicable federal and state laws and the Formation Agreement; and

WHEREAS, Section 2.02 of the Formation Agreement authorizes the Board of Directors to adopt policies for the governance and administration of the Cooperative; and

WHEREAS, on November 19, 2025, the Cooperative Board of Directors adopted the Cooperative’s Investment Policy by Resolution 2025-33; and

WHEREAS, on September 20, 2023, the Cooperative Board of Directors adopted the Cooperative’s Reserve Policy by motion; and

WHEREAS, on September 16, 2020, the Cooperative Board of Directors adopted the Cooperative’s Capital Asset Policy as Consent Item E.3 at the regular meeting of that date; and

WHEREAS, on September 21, 2022, March 22, 2023, and March 20, 2024, the Southeast Wellfield Project Board of Directors adopted, and amended, the Cooperative’s Land Acquisition Policy by Resolutions 2022-12, 2023-05, and 2024-12 respectively; and

WHEREAS, the Southeast Wellfield Implementation Agreement and the West Polk Wellfield Implementation Agreement, together with the Combined Projects Implementation Agreement, provide for the calculation and billing of water charges to Project Participants and for the annual reconciliation, or “True-Up,” of those charges against actual expenditures; and

WHEREAS, for the past three years the Cooperative Board of Directors, in adopting the Cooperative's annual budget and water charges, has followed the water-charge calculation, billing, and reconciliation process provided for in those Implementation Agreements, and this Chapter 8 simply commits to written policy the process the Board has already been following; and

WHEREAS, on May 20, 2026, at its regular meeting, the Board of Directors accepted the auditor's annual water-charge examination reports and approved the implementation of the Annual True-Up beginning in Fiscal Year 2027 on a motion made by Board member George Piper, duly seconded and adopted by voice vote; and

WHEREAS, in order to consolidate the Cooperative's adopted and Board-approved governance, financial, operational, and administrative policies into a single, authoritative reference and to identify the additional chapters that are reserved for future adoption, the Cooperative has caused to be prepared the Polk Regional Water Cooperative Policy Manual dated July 29, 2026, attached hereto and incorporated herein as **Exhibit "A"** (the "Policy Manual"); and

WHEREAS, the Cooperative Board of Directors has reviewed the Policy Manual and finds that its approval and adoption is in the best interest of the Cooperative and its Member Governments.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Polk Regional Water Cooperative Board of Directors hereby approves and adopts the Polk Regional Water Cooperative Policy Manual dated July 29, 2026, attached hereto and incorporated herein as **Exhibit "A"**, as the Cooperative's policy manual.

Section 2. The Executive Director is authorized and directed to take such further actions, and to issue such written administrative procedures consistent with the Policy Manual, as are necessary or appropriate to implement the Policy Manual.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

DONE at Auburndale, Florida this 29th day of July, 2026.

Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

Edward P. de la Parte

Legal Counsel

EXHIBIT A

to Resolution 2026-04

Polk Regional Water Cooperative

Policy Manual

dated July 29, 2026

(53 pages)

POLICY MANUAL
Polk Regional Water Cooperative
Polk County, Florida



Polk Regional
Water Cooperative

Foreword

This Policy Manual contains the policies adopted by the Polk Regional Water Cooperative Board of Directors to date — Chapter 3 (Investment Policy, Resolution 2025-33, November 19, 2025); Chapter 4 (Reserve Policy, adopted by motion September 20, 2023); Chapter 10 (Capital Asset Policy, adopted as Consent Item E.3 at the regular meeting of September 16, 2020); and Chapter 22 (Land Acquisition Policy, Resolutions 2022-12, 2023-05, and 2024-12) — together with the proposed Chapter 8 (Water Charges, Billing, and Annual True-Up), included in this draft for Board, member-government, and stakeholder review. The remaining Chapters are reserved for future adoption by the Board of Directors.

The Cooperative is a separate legal entity, a unit of special purpose local government and a regional water supply authority created pursuant to Section 163.01(7)(g) and Section 373.713, Florida Statutes, by Interlocal Agreement among the City of Auburndale, the City of Bartow, the City of Davenport, the City of Eagle Lake, the City of Fort Meade, the City of Frostproof, the City of Haines City, the Village of Highland Park, the City of Lake Alfred, the City of Lake Wales, the City of Lakeland, the City of Mulberry, Polk City, the City of Winter Haven, the Town of Dundee, the Town of Lake Hamilton, and Polk County. The purpose of the Cooperative is to provide an effective regional approach to the conservation of water; to the use, delivery, and provision of potable and non-potable water systems; to the protection of the environment; and to the efficient, innovative, and cooperative use of valuable water resources; and to acquire, develop, receive, recover, treat, store, transport, and supply potable and non-potable water on a wholesale or bulk-service basis for the Member Governments and to advance and cooperatively develop these essential public functions in fulfillment of the purposes set forth in Sections 163.01 and 373.713, Florida Statutes, and Chapter 189, Florida Statutes.

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CHAPTER 1 — ORGANIZATION AND OVERVIEW

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 2 — GOVERNANCE AND AUTHORITY

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 3 — INVESTMENT POLICY

3.1 Purpose and Responsibility

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

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

3.2 Scope

This Policy applies to all surplus funds owned by the Cooperative or otherwise under the management control of the Cooperative to the extent that application of this Policy does not conflict with the requirements of any Cooperative bond resolution. In the event of a conflict, the bond resolution shall govern. [Sec. 218.415(1), F.S.]

3.3 Investment Objectives

The investment objectives, in priority order, are: (a) safety of principal; (b) credit risk minimization; (c) interest rate risk minimization; (d) maintenance of liquidity; and (e) market rate of return. [Sec. 218.415(1), F.S.]

3.3.1 Safety of Principal

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

From time to time, securities may be traded for other similar securities to improve yield, maturity, or credit risk. For these transactions, a loss may be incurred for accounting purposes to achieve optimal investment return, provided any of the following occurs with respect to the replacement security: (a) the yield has been increased; (b) the maturity has been reduced or lengthened; or (c) the quality of the investment has been improved.

3.3.2 Credit Risk

The Cooperative will minimize credit risk of loss with respect to investment of securities by: (a) limiting investments to the authorized investments in this Policy; (b) pre-qualifying the financial institutions, broker-dealers, intermediaries, and advisers with which the Cooperative will do business; (c) diversifying the investment portfolio to protect against losses on individual securities; and (d) performing initial and ongoing credit analysis and review of all credit-sensitive securities held in the portfolio.

3.3.3 Interest Rate Risk

The Cooperative will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates by: (a) structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market prior to maturity; (b) investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools, and limiting the average maturity of the portfolio in accordance with this Policy; and (c) limiting the maximum duration of the overall portfolio to five (5) years.

3.3.4 Maintenance of Liquidity

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

3.3.5 Return on Investment

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

3.3.6 Pecuniary-Factors Requirement

The Cooperative shall comply with the applicable requirements of Chapter 2023-28, Laws of Florida, including Section 218.415(24), F.S. The term “pecuniary factor” means a factor that the Cooperative prudently determines is expected to have a material effect on the risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.

3.4 Delegation of Authority

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

3.5 Standards of Prudence

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

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

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

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

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

3.6 Ethics and Conflicts of Interest

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

3.7 Internal Controls and Investment Procedures

The responsibility to invest and manage the Cooperative's funds is delegated to the Executive Director. The Executive Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the Cooperative's operational procedures. The internal controls shall be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures shall include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral and depository agreements, and "delivery vs. payment" procedures. The written procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. [Sec. 218.415(13), F.S.]

3.8 Continuing Education

The Executive Director, management designee, and/or appropriate staff shall annually complete eight (8) hours of continuing education in subjects or courses of study related to investment practices and products. [Sec. 218.415(14), F.S.]

3.9 Authorized Investment Institutions and Dealers

Investment activity shall be conducted only with issuers, dealers, or financial institutions authorized by any two of the Chair of the Board, Vice-Chair of the Board, or Executive Director. Accounts established with institutions, issuers, or dealers shall be approved by at least two of the Chair of the Board, Vice-Chair of the Board, or Executive Director after evaluation and favorable recommendation by the Cooperative's Investment Advisor. Securities shall be purchased only from financial institutions that are qualified public depositories as defined in Section 280.02(23), Florida Statutes, or from SIPC broker-dealers whose long-term issuer rating (or parent company's long-term issuer rating) is in the "A" category or higher from Standard & Poor's Rating Service and Moody's Investors Service. The Cooperative's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers. [Sec. 218.415(9), F.S.]

3.10 Maturity and Liquidity Requirements

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months. Investments of bond reserves, construction funds, and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with bond resolutions, but in no event shall exceed five (5) years. Maturities longer than five (5) years require the written approval of the Board. [Sec. 218.415(6), F.S.]

3.11 Risk and Diversification

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

3.12 Competitive Selection of Investment Instruments

After the Executive Director, management designee, or the Investment Advisor has determined the approximate maturity date based on cash-flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions or Primary Dealers must be contacted and asked to provide bids/offers on the securities in question. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected. [Sec. 218.415(12), F.S.]

However, if obtaining bids or offers is not feasible or appropriate, securities may be purchased utilizing the comparison-to-current-market-price method on an exception basis. Acceptable current market price providers include, but are not limited to: (a) Tradeweb Information System; (b) Bloomberg Information Systems; (c) The Wall Street Journal or a comparable nationally

recognized financial publication providing daily market pricing; or (d) daily market pricing provided by the Cooperative's custodian or its correspondent institutions.

The Executive Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in the judgment of the Executive Director or the Investment Advisor, competitive bidding would inhibit the selection process. Examples of when it is appropriate to use the comparison-to-current-market-value method include: (a) when time constraints due to unusual circumstances preclude the use of the competitive bidding process; (b) when no active market exists for the issue being traded due to the age or depth of the issue; (c) when a security is unique to a single dealer, for example, a private placement; or (d) when the transaction involves new issues or issues in the "when-issued" market. Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the Cooperative's depository bank related to the demand account for which the sweep investments or repurchase agreement was purchased.

3.13 Authorized Investments and Portfolio Composition

Investments shall be made subject to the cash-flow needs and such cash flows are subject to revisions as market conditions and the Cooperative's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Executive Director or management designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the Cooperative's custodian or banks. [Sec. 218.415(7), (8), (16), F.S.]

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

The securities listed below are authorized securities for all funds to the extent this does not conflict with any of the Cooperative's bond resolutions. In the event of a conflict, the bond resolution will prevail. The allocation limits are intended as a general guide for management of funds under the direct control of Cooperative staff. Investment of debt proceeds and related earnings, including but not limited to construction funds, trust funds, capitalized interest, and debt service reserves, may be invested by the Board by resolution in any amounts and as governed by the applicable bond resolution.

If securities owned by the Cooperative are downgraded by a Nationally Recognized Statistical Rating Organization ("NRSRO") to a level below the quality required by this Policy, it will be the Cooperative's policy to review the credit situation and make a determination as to whether to sell

or retain such securities in the portfolio. If a security is downgraded, the Executive Director or management designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors. If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio shall be monitored and reported monthly to the Board. If the Cooperative utilizes the services of an Investment Advisor, the Investment Advisor shall assist the Cooperative in monitoring the credit ratings of securities in the portfolio and shall notify the Executive Director or management designee of any such downgrade.

Table 3-1. Authorized Investments and Portfolio Limits

Security Type	Minimum Rating	Maturity Limit	Max Allocation	Max per Issuer
U.S. Government Securities	N/A	5 Years	100%	N/A
U.S. Government Agencies (full faith and credit)	N/A	5 Years	50%	25%
Federal Instrumentalities (GSEs; non-full faith and credit)	N/A	5 Years	80%	25%
Non-Negotiable Interest-Bearing Time CDs	N/A	2 Years	25%	5%
Commercial Paper	P-1 / A-1	270 Days	25%	5%
Corporate Notes	Single "A" by any two NRSROs	5 Years	25%	5%
Demand Deposit Accounts	N/A	N/A	100%	100%
Money Market Mutual Funds (registered investment companies)	AAAm	N/A	100%	100%
Intergovernmental Investment Pool	AAAm/f	N/A	100%	N/A
Florida PRIME	AAAm	N/A	100%	N/A

3.14 Master Repurchase Agreement

The Cooperative shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (“SIFMA”) Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the SIFMA Master Repurchase Agreement.

3.15 Derivatives and Reverse Repurchase Agreements

Investment in any derivative products or the use of reverse repurchase agreements requires specific Board of Directors approval prior to their use. If the Board of Directors approves the use of

derivative products, the Executive Director or management designee shall develop sufficient understanding of the derivative products and have the expertise to manage them. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values. If the Board of Directors approves the use of reverse repurchase agreements or other forms of leverage, the investment shall be limited to transactions in which the proceeds are intended to provide liquidity and for which the Executive Director or management designee has sufficient resources and expertise to manage them. [Sec. 218.415, F.S.]

3.16 Performance Measurement

In order to assist in the evaluation of the portfolios’ performance, the Cooperative will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Cooperative to measure its returns against other investors in the same markets. [Sec. 218.415(3), F.S.]

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

3.17 Reporting

The Executive Director or management designee shall receive from the Investment Advisor a Monthly and Quarterly Investment Report. The Executive Director and/or management designee shall provide the Board of Directors with bi-monthly Investment Reports. The Monthly and/or Quarterly Investment Reports shall include but are not limited to the following: [Sec. 218.415(15), F.S.]

- Details of the portfolio by fund type.
- Recent market conditions, economic developments, and anticipated investment conditions.

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

3.18 Third-Party Custodial Agreements

Securities, with the exception of certificates of deposit, shall be held with a third-party custodian, and all securities purchased by, and all collateral obtained by, the Cooperative shall be properly designated as an asset of the Cooperative. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the federal government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposit will be placed in the provider's safekeeping department for the term of the deposit. The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Executive Director and whose authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, from safekeeping shall be permitted unless by such a duly authorized person. [Sec. 218.415(10), (18), F.S.]

The custodian shall provide the Executive Director or management designee with safekeeping statements that provide detailed information on the securities held by the custodian. On a monthly basis, the custodian shall also provide reports that list all securities held for the Cooperative, the book value of holdings, and the market value as of month-end. Security transactions between a broker-dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

3.19 Investment Review and Strategy

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

with current market information, an updated portfolio listing and analysis, and various pertinent financial data. The Executive Director shall consult with the Investment Advisor and/or staff as often as deemed necessary, under the given conditions, to review, discuss, and affirm or alter the current investment strategy and to perform other functions as herein provided. The Executive Director's activities shall include but not be limited to: review and setting of investment strategies; review and establishment of written investment procedures; review and approval of bank and other rating agency services; review and approval of source documentation regarding issuers, institutions, and dealers; and any other functions as defined herein.

3.20 Securities Disposition

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

3.21 Preemption

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

3.22 Audits

Certified public accountants conducting audits of the Cooperative shall report, as part of the audit, whether the Cooperative has complied with Section 218.415, Florida Statutes.

3.23 Investment Policy Adoption

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

3.24 Glossary of Cash and Investment Management Terms

A glossary of cash and investment management terms is incorporated as Attachment A to this Chapter and is on file with the Records Custodian of the Cooperative. The glossary, originally adopted as Attachment A to the Investment Policy approved under Resolution 2025-33, is intended to assist in the consistent interpretation and application of this Chapter and shall be updated by the

Executive Director as needed to reflect changes in market terminology. The glossary is incorporated by reference and made part of this Chapter as if fully set forth herein.

History Note: Originally adopted as the PRWC Investment Policy by Resolution 2023-08 on April 26, 2023. Amended and restated by Resolution 2025-33 on November 19, 2025. Incorporated as Chapter 3 of this Policy Manual by Resolution 2026-___ on May 25, 2026.

CHAPTER 4 — RESERVE POLICY

4.1 Purpose and Scope

Section 11.05 of the Master Bond Resolution, as amended (the “MBR”), specifies a minimum requirement of debt-service coverage compliance of not less than one hundred fifteen percent (115%) of the aggregate Bond Service Requirement, which includes all debt-service payments on senior lien debt, and also includes the line-of-credit issued pursuant to the MBR. The senior debt issued through the State Revolving Fund loan program also requires a minimum debt-service coverage of one hundred fifteen percent (115%). These requirements necessitate the establishment of a Reserve Policy by the Polk Regional Water Cooperative (the “Cooperative”).

The purpose of this Policy is to provide adequate annual net cash flows and to accumulate appropriate reserve funds over time so as to establish the Cooperative’s financial position and credit. In order to accomplish this goal, the Cooperative shall establish a minimum debt-service coverage target of one hundred twenty-five percent (125%) of the aggregate annual debt-service payments on all senior lien and subordinate obligations, calculated using the same assumptions as set forth in the definition of Bond Service Requirement in the MBR.

As provided in the Implementation Agreements, the sum of all principal and interest payments on debt and the associated required coverage allowance of one hundred twenty-five percent (125%) are included in each Member’s estimated future Base Rate Charge. The draft Business Plan Report dated December 16, 2022, estimated that the amount of cash reserve funds created based on the targeted compliance results would accumulate over time, resulting in an annual average contribution by Project Participants of approximately Six Million Dollars (\$6,000,000) per year by Fiscal Year 2032, when principal and interest on the proposed Water Infrastructure Finance and Innovation Act (“WIFIA”) Loans become due. This Policy identifies three (3) priority cash-reserve funding levels, set forth in Section 4.2 below. Revenues resulting from the twenty-five percent (25%) debt-service coverage requirement on the State Revolving Fund loans that were issued pursuant to the Combined Projects Implementation Agreement will be allocated among all active Cooperative Projects based on each Project Participant’s Water Cost Proportionate Share in each Project.

Unless otherwise defined, capitalized words used in this Chapter have the same meaning as ascribed to them in the MBR.

4.2 Allocation of Excess Reserve Funds

4.2.1 Project Debt Service Reserve Funds

The Cooperative shall establish separate restricted Debt Service Reserve Funds (“DSRFs”) as required under the MBR for senior and subordinated debt obligations. This Section 4.2.1 shall apply to the WIFIA Loan as evidenced by the related Polk Regional Water Cooperative Water Revenue Bond, Series 2023D and Polk Regional Water Cooperative Water Revenue Bond, Series

2023E, issued under the MBR. Future senior parity debt or subordinated debt issued by the Cooperative may, but shall not be required to, fund a DSRF, as provided in the applicable supplemental resolution to the MBR.

The Cooperative shall establish separate restricted DSRFs in its accounting records for the Southeast Wellfield Project and the West Polk Wellfield Project for the WIFIA Loan, as required by the MBR. These DSRFs may be deposited in a single bank account and commingled for investment purposes as provided in the MBR. The Cooperative shall deposit into each DSRF an amount equal to no less than fifty percent (50%) of the maximum WIFIA Debt Service on the WIFIA Loan for each Project in any Fiscal Year, with WIFIA Debt Service calculated for this purpose to assume disbursement of the entire available WIFIA Loan for the Project on the initial disbursement date, regardless of actual disbursement amount.

The DSRFs shall be funded by the Cooperative using the Pro-Rated DSR Amount (as defined below) for each Fiscal Year following the initial disbursement of the WIFIA Loan. The initial Pro-Rated DSR Amount shall be deposited into the Southeast Wellfield Project DSRF on or prior to the date of the first disbursement of the WIFIA Loan, and thereafter by each September 30 after the initial deposit was made until funded in full. The initial Pro-Rated DSR Amount shall be deposited into the West Polk Wellfield Project DSRF on or prior to the date of the first disbursement of the WIFIA Loan, and thereafter by each September 30 after the initial deposit was made until funded in full.

The Pro-Rated DSR Amount shall be calculated separately for the Southeast Wellfield Project WIFIA Loan and the West Polk Wellfield WIFIA Loan. The Pro-Rated DSR Amount is the amount equal to fifty percent (50%) of the maximum WIFIA Debt Service (assuming disbursement of the entire WIFIA Loan) divided by the number of Fiscal Years from the date of the first disbursement of the WIFIA Loan to the end of the Interest-Only Period (the “Pro-Rated DSR Amount”). The Pro-Rated DSR Amount shall be adjusted upon a decrease in the interest rate on the WIFIA Loan or if, by the Final Disbursement Date, the WIFIA Loan has not been disbursed in full; any funds in excess of the applicable recalculated Pro-Rated DSR Amount shall be released from the applicable DSRF and deposited into the Revenue Fund in accordance with the MBR.

Funds collected from Project Participants in excess of the Pro-Rated DSR Amounts for the Southeast Wellfield and West Polk Wellfield WIFIA Loans at the time the annual audit is completed for the prior Fiscal Year shall be used in the following order: (1) satisfy any reserve fund deficiency in the Renewal and Replacement Fund until the balance required by Section 4.2.2 is met; (2) satisfy any reserve fund deficiency in the Reserve Fund until the balance required by Section 4.2.3 is met; and (3) any remaining excess funds may be distributed back to the Project Participants after acceptance of the audit results by the Board of Directors. Allocation of such excess funds shall be based on each Project Participant’s pro-rated payment of the Base Rate Charge for the prior Fiscal Year for those Cooperative Projects for which it is a Project Participant.

4.2.2 Renewal and Replacement Fund

The Cooperative shall establish an unrestricted Renewal and Replacement Fund for the entire Cooperative System. In its accounting records, the Cooperative shall establish sub-funds for each Cooperative Project, which may be deposited in a single bank account and commingled for investment purposes as provided in the MBR. Any excess revenues above the minimum required transfers to the DSRF shall be deposited in the Renewal and Replacement Fund. The annual deposit shall not exceed five percent (5%) of the prior Fiscal Year's Gross Revenue. An annual deposit is required until the balance in the Renewal and Replacement Fund equals the greater of: (1) Four Million Dollars (\$4,000,000); (2) Two Million Dollars (\$2,000,000) for each active Cooperative Project; or (3) the estimated Annual Capital Replacement and Renewal Cost for all Cooperative Projects for the upcoming Fiscal Year (the "Maximum RRF Requirement").

Funds in the Renewal and Replacement Fund may be used at the request of the Executive Director, following approval by the Board of Directors, for any lawful purpose of the Cooperative. Any use of funds in the Renewal and Replacement Fund shall include a plan for restoring those funds back to the minimum levels within a reasonable period of time established by the Board of Directors.

Funds in the Renewal and Replacement Fund in excess of the Maximum RRF Requirement for the upcoming Fiscal Year at the time the Cooperative Budget is adopted shall be used to satisfy any reserve fund deficiency in the Reserve Fund until the balance required by Section 4.2.3 is met.

4.2.3 Reserve Fund (Operating Account)

The Cooperative shall establish an unrestricted Reserve Fund, also known as the "Operating Account," for the entire Cooperative System. In its accounting records, the Cooperative shall establish sub-funds for each Cooperative Project, which may be deposited in a single bank account and commingled for investment purposes as provided in the MBR. Funds in excess of the Pro-Rated DSR Amounts and the Renewal and Replacement Fund shall be deposited in the Operating Account until the Reserve Fund balance equals ninety (90) days of Operation and Maintenance Costs for the Cooperative System, which reflects the estimated operating and maintenance expenses of all Cooperative Projects for the upcoming Fiscal Year.

Funds in the Operating Account may be used at the request of the Executive Director, following approval by the Board of Directors, for any lawful purpose of the Cooperative, including but not limited to payment of a defaulting Project Participant(s)' Base Rate Charge, in the short term, under the Implementation Agreements, in order to ensure the continued operation of the Projects and payment of the Debt Service until the defaulting Project Participant(s) cures the default. Any use of funds in the Operating Account shall include a plan for restoring those funds back to the minimum levels within a reasonable period of time established by the Board of Directors.

Funds in the Operating Account in excess of ninety (90) days of the estimated operating and maintenance expenses of all Cooperative Projects for the upcoming Fiscal Year at the time the Cooperative Budget is adopted may be distributed to the Project Participants after acceptance of

the audit results by the Board of Directors, based on each Project Participant's pro-rated payment of its Base Rate Charge for the prior Fiscal Year for those Cooperative Projects for which it is a Project Participant.

4.3 Coordination with Implementation Agreements

To the extent that any Implementation Agreement separately provides for Reserves that are calculated, funded, or distributed differently from the standards in Section 4.2, the Implementation Agreement governs the Project to which it applies. In particular, Section 18.2 (Step-Up Requirement) of the Second Amended and Restated Implementation Agreements for the Southeast Wellfield Project and the West Polk Lower Floridan Aquifer Wellfield Project requires that, upon any failure of a Project Participant to pay the Base Rate Charge when due, the Cooperative shall first apply Reserves to cure the default, and that the remaining non-defaulting Project Participants shall make up any shortfalls created by the defaulting Project Participant(s) pro rata to their Water Cost Proportionate Shares. Reserves so applied shall be replenished by recovery from the defaulting Project Participant in the priority order established by the applicable bond resolution and by Section 18.2 of the SEWF and WPLFA Implementation Agreements.

4.4 Annual Review and Reporting

Reserves shall be reviewed annually in connection with the Cooperative's annual audit. The Executive Director shall report Reserve balances, contributions, and projected funding levels to the Board of Directors not less than annually, and at any other time the Reserves are below the levels required by this Policy. Where Reserves fall below the levels required by this Policy, the Executive Director shall present a plan to restore Reserves consistent with the timeline expectations of this Policy and the Implementation Agreements.

History Note: Adopted by motion of the PRWC Board of Directors at the September 20, 2023, regular meeting (Item E.2, Consent Agenda; motion by Commissioner Lake, seconded by Commissioner Godard, adopted unanimously). Incorporated as Chapter 4 of this Policy Manual by Resolution 2026-___ on May 25, 2026.

CHAPTER 5 — FINANCIAL ACCOUNTS AND CASH MANAGEMENT

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 6 — PROCUREMENT OF GOODS, SERVICES, AND PROFESSIONAL SERVICES

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 7 — BUDGET AND RATE-SETTING

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 8 — WATER CHARGES, BILLING, AND ANNUAL TRUE-UP

This Chapter governs the calculation, billing, collection, and annual reconciliation (“True-Up”) of Water Charges payable by Project Participants under the Combined Projects Implementation Agreement, the Southeast Wellfield (“SEWF”) Implementation Agreement, the West Polk Lower Floridan Aquifer Wellfield (“WPLFA”) Implementation Agreement, and any future Implementation Agreement that incorporates a Water Charge mechanism. This Chapter implements the operative provisions of those agreements and is subject in all respects to the controlling text of the applicable Implementation Agreement. To the extent any provision of this Chapter conflicts with an Implementation Agreement, the Implementation Agreement controls.

8.1 Authority

The Cooperative’s authority to fix and collect Water Charges arises from Section 2.06(R) and Section 2.08 of the Interlocal Agreement, Section 11 of the Combined Projects Implementation Agreement, Section 13 of the SEWF and WPLFA Implementation Agreements, and the Master Bond Resolution.

8.2 Components of the Water Charge

The Water Charge for an Approved Project consists of a Base Rate Charge and, where applicable, a Water Use Charge.

8.2.1 Base Rate Charge

The Base Rate Charge recovers the fixed costs of providing wholesale water service. The components of the Base Rate Charge are:

- Debt Service (principal, interest, line-of-credit interest, annual fees, debt-issuance costs);
- Debt-service coverage in accordance with the Reserve Policy adopted as Chapter 4 of this Manual (125%);
- Unfunded Capital costs for the Project;
- Unfunded other costs allocable to the Project;
- Fixed Operations and Maintenance (“Fixed O&M”) for the Project; and
- Reserves (as required by Section 13 of the SEWF and WPLFA Implementation Agreements, beyond debt-service coverage).

The Base Rate Charge is offset by any Offsetting Revenue identified in the Project Budget, including SWFWMD cooperative funding, federal or state grants, and other revenue not derived from Project Participants' Base Rate Charges.

8.2.2 Water Use Charge

The Water Use Charge recovers the variable cost of water actually delivered to the Project Participant. Variable Operations and Maintenance ("Variable O&M") is divided by the total Project Water Estimate and charged per one thousand (1,000) gallons of water actually used. The Water Use Charge is invoiced monthly based on metered or otherwise verified usage.

8.3 Allocation Methodology by Project

8.3.1 Combined Projects

For the Combined Projects, the Base Rate Charge is allocated to each Project Participant in proportion to its Water Allocation. The Combined Projects Implementation Agreement Section 11.3.1 establishes the components and Section 11.3.2 establishes the Variable O&M allocation methodology. Section 11.4.1 requires twelve (12) equal monthly installments of the Base Rate Charge from October 1 through September 1, and Section 11.2 requires annual Water Charge notification by August 15.

8.3.2 SEWF and WPLFA Projects

For the SEWF and WPLFA Projects, the Base Rate Charge is allocated by Water Allotment Percentage as set forth in Section 1.47 of each Implementation Agreement (the "Water Allotment Table"). The Water Allotment Table is amended only by amendment to the Implementation Agreement, by True-Up under Section 10 (see Section 8.5 of this Chapter), or by Allotment transfer under Section 11 or Section 20 of the Implementation Agreement (see Chapter 9 of this Manual). Annual Water Charge notification shall be provided to Project Participants by May 31 (Implementation Agreement Sec. 13.2). Grants received reduce the Water Charge to the Project Participant(s) to which they apply (Sec. 13.6).

8.4 Billing, Collection, and Delinquency

8.4.1 Invoicing

Base Rate Charges shall be invoiced in twelve (12) equal monthly installments. Water Use Charges shall be invoiced monthly based on metered or otherwise verified usage. Invoices shall be transmitted electronically and by U.S. mail (where required) to the billing contact designated by each Project Participant.

8.4.2 Payment Terms

Payment is due by the date stated on the invoice. Unpaid amounts shall accrue interest at the rate set forth in the applicable Implementation Agreement (eight percent (8%) per annum for the Combined Projects, Implementation Agreement Sec. 8.5.5; the rate set under Section 55.03, Florida Statutes, for the SEWF and WPLFA Projects, or as specified in the Implementation Agreement).

8.4.3 Delinquency, Cure, Default

Failure to pay a Water Charge when due constitutes a default subject to the cure and remedies provisions of the applicable Implementation Agreement. For Combined Projects, Section 16.3 of the Implementation Agreement establishes a ninety (90) day past-due trigger for default, with thirty (30) days' notice of service suspension. For SEWF and WPLFA Projects, Section 18.4 of each Implementation Agreement establishes a fifteen (15) day notice period for service suspension; Section 18.2 requires application of Reserves first to cure any default and obligates the remaining non-defaulting Project Participants to make up shortfalls pro rata to their Water Cost Proportionate Shares. The replenishment of Reserves so applied is governed by Chapter 4 of this Manual and Sec. 18.2 of the SEWF and WPLFA Implementation Agreements. For all Projects, Section 2.12 of the Interlocal Agreement authorizes appointment of a receiver of the defaulting Project Participant's water-utility-system revenues, subordinate only to bondholder receiver rights.

8.5 Annual True-Up

8.5.1 Audit Deadline

Pursuant to Section 11.5 of the Combined Projects Implementation Agreement and Section 13.5 of each of the SEWF and WPLFA Implementation Agreements (as amended by First Amendment of July 27, 2023), the Cooperative shall annually complete an audit determining what the Water Charge for each Project Participant should have been based on actual costs incurred and (for the Combined Projects) actual water use during the preceding Fiscal Year. The audit shall be conducted by a nationally recognized certified public accounting firm. The audit deadlines are:

- Combined Projects: by January 31 following the close of the prior Fiscal Year (Sec. 11.5).
- SEWF and WPLFA Projects: by March 31 following the close of the prior Fiscal Year (Sec. 13.5, as amended).

8.5.2 Assumed-Use Rule (SEWF and WPLFA)

For purposes of verifying the Base Rate Charge of a SEWF or WPLFA Project Participant, Section 13.5 of each Implementation Agreement directs that "it shall be assumed that the Project Participants have used the quantity of water specified in their Project Water Estimates even if

actual water use was less.” Accordingly, the True-Up for the Base Rate Charge of SEWF and WPLFA Project Participants is computed on an Estimate basis, not on actual-use basis.

8.5.3 Application of True-Up Differences

Underpayments determined by the True-Up shall be added to, and overpayments shall be deducted from, the Base Rate Charge for the next Fiscal Year. The Executive Director shall transmit a True-Up statement to each Project Participant within fifteen (15) Business Days after audit completion, identifying the underpayment or overpayment and its application to the next Fiscal Year’s Base Rate Charge.

8.5.4 Five-Year Allotment True-Up (SEWF and WPLFA)

Section 10.6 of the SEWF and WPLFA Implementation Agreements requires that, at least once in every five-year period (and any time a Project Participant’s 2045 Water Allotment increases), the Cooperative conduct a true-up of the Water Allotment Table and of each Project Participant’s Water Cost Proportionate Share. Anchor Project Participant Water Allotments may not be reduced while any Obligation is outstanding except as expressly authorized by the lender (or, for WPLFA, by the United States Environmental Protection Agency).

8.6 True-Up Procedures

8.6.1 Audit Engagement

The annual True-Up audit shall be conducted by the Cooperative’s independent auditor or by another nationally recognized certified public accounting firm engaged through the procurement processes in Chapter 4. The Executive Director shall communicate the scope of the True-Up audit to the auditor not later than ninety (90) days before the relevant audit deadline.

8.6.2 Data Submitted to Audit

The Cooperative’s Senior Finance Manager (and, after FY 2029, the Director of Finance and Administration) shall provide to the audit firm: actual costs by Project for the audited Fiscal Year; the budget originally adopted; the Water Charge originally notified; any in-year amendments; actual water use (for Combined Projects); the Estimates filed by each SEWF and WPLFA Project Participant; SWFWMD cooperative funding receipts; grant receipts; and other Offsetting Revenue.

8.6.3 Audit Report

The audit firm shall report, in writing, by Project, by Project Participant, and by line item: (a) the Water Charge originally invoiced; (b) the Water Charge that should have been invoiced based on actual costs; (c) the difference; (d) the proposed application of the difference to the next Fiscal Year’s Base Rate Charge; and (e) any open items recommended for further Board action.

8.6.4 Board Acceptance

The Board (or Project Board, as applicable) shall accept the True-Up audit results at a public meeting following audit completion. Once accepted, the True-Up results shall be applied to the next Fiscal Year's Base Rate Charge through the budget process described in Chapter 5.

8.7 Distribution of Excess Reserves

Funds in excess of the levels required by the Reserve Policy (Chapter 3 of this Manual) at the time of Board acceptance of the audit results may be distributed to the Project Participants, pro rata to their respective Base Rate Charge payments for the prior Fiscal Year, in accordance with Sections 3.2.1, 3.2.2, and 3.2.3 of this Manual.

8.8 Dispute Resolution

A Project Participant disputing a Water Charge or True-Up result shall first notify the Executive Director in writing within thirty (30) days after the disputed invoice or True-Up statement. The Executive Director shall meet with the Project Participant within thirty (30) days to attempt resolution. If not resolved, the matter shall be referred to the Chair of the Board of Directors, who may convene an ad hoc Dispute Committee. If still not resolved, the dispute shall be subject to Chapter 164, Florida Statutes, conflict-resolution proceedings as a precondition to any litigation, consistent with the dispute-resolution provisions of the applicable Implementation Agreement.

History Note: Adopted as Chapter 8 of this Policy Manual by Resolution 2026-___ on May 25, 2026. Codifies the annual True-Up methodology presented to the Board of Directors on September 17, 2025 (PRWC True-Up Presentation).

CHAPTER 9 — WATER ALLOTMENT TRANSFERS (WATER SWAP)

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 10 — CAPITAL ASSET POLICY

10.1 Purpose

To provide for the safeguarding of capital assets and to provide Polk Regional Water Cooperative (PRWC) personnel with accounting guidance applicable to the several categories of capital assets.

10.2 Statutory Requirements

Chapter 274, F.S., governs the administration of tangible personal property owned by certain local governments. Section 274.01, F.S., defines “governmental units” for purposes of the requirements as the governing board, commission or authority of a county or taxing district of the State or the sheriff of the county. Section 274.02, F.S., defines “property” as fixtures and other tangible personal property of a nonconsumable nature and requires the State’s Chief Financial Officer to establish, by rule, the requirements for the recording of property.

State issued laws and rules addressing local government capital assets are as follows:

- Florida Statutes Chapter 274.
- Department of Financial Services Rule 69I-73.

10.3 Capital Asset Valuation

Capital assets should be reported at their historical cost, which can include: (1) all charges to place the asset in its intended location (for example, freight); (2) all charges to place the asset in its intended condition for use (for example, installation or site preparation); and, (3) subsequent additions or improvements that enhances a capital asset’s functionality or extends its expected useful life. Expenditures for repairs are generally not included in historical cost. If historical cost information is not available, estimated historical cost may be used.

Donated capital assets should be reported at their acquisition value on the date the donation is made. Typical donated capital assets include land, buildings, furniture, fixtures, and equipment.

10.4 Definitions

Terms relating to the accounting for capital assets are defined in the following paragraphs.

Capital assets are tangible assets of significant value having a useful life that extends beyond one year. The capital assets included in this accounting system are land, buildings, improvements, infrastructure, equipment, leasehold improvements and intangible assets as further defined.

10.4.1 Land

Land includes the investment, fee simple in real estate other than building and/or improvements.

10.4.2 Buildings

Buildings include all local government owned buildings except those whose condition prevents their serving any present or future useful purpose. Permanently installed fixtures to or within the building, such as lighting fixtures and plumbing are considered a part of the building. The costs of major improvements to a building, such as additions and renovations, should be capitalized and recorded as a part of the building asset value.

10.4.3 Improvements

Improvements are physical property of a relatively permanent nature. Examples include storage tanks, parking areas and park facilities.

10.4.4 Infrastructure

Infrastructure includes capital expenditures relating to roads, curbs and gutters, streets, sidewalks, shoulder safety, drainage systems and lighting systems.

10.4.5 Equipment

Equipment includes moveable property of a relatively permanent nature and of significant value, such as mobile equipment, office equipment, data processing equipment, machines, tools and office furniture and fixtures. “Relatively permanent” is defined as a useful life span of one year or longer when it is applied to equipment to be inventoried.

PRWC may consistently exercise the option to include other items which it desires to maintain accounting control over. Exceptions to the “significant value” definition and the one-year life rule should be applied consistently.

10.4.6 Intangible Assets

Intangible assets include software, easements, and right of ways. An intangible asset can only be recognized as an asset if it is identifiable, meaning it can be sold, transferred, licensed, rented, exchanged, or it arises from contractual or other legal rights as per Governmental Account Standards Board.

10.4.7 Leasehold Improvements

Costs used to increase the service capacity of a leased asset, such as additions, alterations, remodeling, or renovations.

10.4.8 Maintenance

Maintenance is defined as expenditures that neither materially add to the value of an asset nor appreciably prolong its life. Rather, maintenance keeps an asset in ordinary efficient operating condition. As such, maintenance costs should not be capitalized.

10.4.9 Betterments

Betterments consist of the replacement of a unit of an existing asset by an improved or superior unit, usually resulting in a more productive, efficient or longer useful life. Significant betterments are considered as capital assets and should be added to the value of the asset that is improved. Replacement of a part of an existing asset by another of like quality is not betterment, even though the useful life is maintained or extended.

10.5 Asset Acquisition Costs

10.5.1 Land Costs

The acquisition cost of land includes all expenditures relating to its procurement, such as:

- Purchase price.
- Appraisal and negotiation fees.
- Title search fees.
- Surveying fees.
- Costs of consents.
- Payment of damages.
- Clearing land for use.
- Demolishing or removing structures.
- Filing costs.

10.5.2 Building and Other Improvements

The acquisition cost of buildings, improvements, leasehold improvements and infrastructure includes all expenditures in connection with its procurement, such as:

- Purchase price or construction costs.
- Fixtures attached to the structure.
- Architect's fees.
- Costs of permits and licenses.
- Payment of damages.
- Insurance costs during construction.
- Interest incurred for the purpose of the project — interest on debt.

10.5.3 Equipment Costs

The acquisition cost of equipment includes all expenditures in connection with its procurement, such as: Purchase price or construction costs, before trade-in allowance, less discounts; Freight or other transportation costs; and Installation costs.

10.5.4 Software Costs

The acquisition cost of software created by the government itself (internally generated), by a contracting party acting on the government's behalf, or the purchase of "off-the-shelf" software.

10.5.5 General Asset Accounts

The grouping together of assets that share common characteristics, are placed in service in the same fiscal year, and are depreciated as if they collectively represent one asset. Examples include library resources and radio read meters.

10.6 Custodian

Each department is responsible for the assets assigned to that department and will act as custodian of the property. As specified in Section 274.03, Florida Statutes, each custodian shall be responsible to the governmental unit for the safekeeping and proper use of the property entrusted to his or her care.

10.7 Capital Asset Accounting Transactions

The following procedures shall be applied to capital asset accounting transactions:

- Statutory requirements regarding local government owned tangible personal property shall be adhered to.
- PRWC will create and maintain proper subsidiary ledgers to record capital asset acquisitions and deletions.
- PRWC will balance the subsidiary ledgers to the general ledger on a regular basis.

10.8 Capitalization Thresholds

The following capitalization thresholds have been established:

- Equipment — \$5,000.
- Land — capitalize all.
- Buildings — \$5,000.
- Improvements — \$5,000.
- Software — \$5,000.

- Leasehold Improvements — \$5,000.

10.9 Depreciation

Depreciation is recorded for capital assets in accordance with Generally Accepted Accounting Principles. Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Table 10-1. Estimated Useful Lives for Depreciation

Asset Class	Estimated Useful Life
Buildings	20 – 40 Years
Improvements	20 Years
Water/Sewer Lines	50 Years
Infrastructure	
Pavement Management	15 Years
Surface Treatment	5 Years
Culverts	50 Years
Drainage	50 Years
Stormwater	50 Years
Shoulder Safety	50 Years
Intangibles	Per contract
Leasehold Improvements	Lesser of Life of Lease or Improvement
Equipment	5 – 15 Years

History Note: Adopted by the Polk Regional Water Cooperative Board of Directors as Consent Item E.3 at its regular meeting of September 16, 2020. The Capital Asset Policy was approved as part of the consent agenda on a motion made by Mayor Eugene Fultz (City of Lake Wales) and seconded by Commissioner Charles Lake (City of Lake Alfred); the motion was approved unanimously. Operative source document: “20-08-31 Draft Capital Assets Policy” presented in the agenda packet for the September 16, 2020 meeting.

CHAPTER 11 — DEBT MANAGEMENT

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 12 — PERSONNEL AND COMPENSATION/CLASSIFICATION

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 13 — TRAVEL AND EXPENSE REIMBURSEMENT

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 14 — PUBLIC RECORDS AND OPEN MEETINGS (SUNSHINE)

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 15 — RECORDS RETENTION

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 16 — ETHICS AND CONFLICTS OF INTEREST

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 17 — RISK MANAGEMENT AND INSURANCE

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 18 — INFORMATION TECHNOLOGY AND CYBERSECURITY

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 19 — PROJECT TIME ALLOCATION AND COST REPORTING

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 20 — EMERGENCY RESPONSE AND CONTINUITY OF OPERATIONS

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 21 — CONSERVATION

[RESERVED]

This Chapter is reserved for future adoption by the Polk Regional Water Cooperative Board of Directors.

CHAPTER 22 — LAND ACQUISITION

22.1 Purpose and Authority

This Chapter governs the acquisition by the Polk Regional Water Cooperative of fee interests, easements, leasehold interests, rights-of-way, and other real-property interests required for the development, construction, operation, and maintenance of the Cooperative's Approved Projects. It implements Sections 2.06(M), 2.06(N), and 2.06(LL) of the Interlocal Agreement and the streamlined three-tier approval process originally approved by the Southeast Wellfield Project Board on September 21, 2022, by Cooperative Resolution 2022-12, as amended by Resolution 2023-05 on March 22, 2023, and further amended by Resolution 2024-12 on March 20, 2024. The express predicate for this delegated-authority structure is the Board of Directors' authority under Sections 2.02 and 2.03(A) of the Interlocal Agreement to delegate any and all executive, administrative, and ministerial powers, including powers regarding a specific Approved Water Project.

22.2 Application

This Chapter applies to all real-property interests acquired by the Cooperative for any Approved Project, including without limitation the Southeast Wellfield Project, the West Polk Lower Floridan Aquifer Wellfield Project, the Combined Projects, the Conservation Project, the Alafia River Project, the Peace River/Land Use Transition Treatment Facility, the Peace Creek Integrated Water Supply Project, and any future Approved Project, except as otherwise expressly provided by the applicable Project Board resolution. The Cooperative undertakes major land acquisitions in connection with the Southeast Wellfield Project, which involves the acquisition of approximately three hundred twenty-nine (329) easement parcels along approximately ten (10) miles of raw water pipeline and sixty-one (61) miles of finished water transmission pipeline, plus the wellfield, treatment facility, and injection well sites; the volume of acquisitions for this and other Approved Projects, coupled with the Board of Directors' bi-monthly meeting schedule, requires a streamlined delegated approval process to maintain construction schedules and federal/state grant compliance.

22.3 Definitions

- “Appraised Value” means the value of the real-property interest to be acquired, as established by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (“USPAP”) and the applicable requirements of the funding instrument, performed by a licensed Florida appraiser engaged by the Cooperative.
- “Attorney’s Fees and Other Costs” means the legal fees, expert-witness fees, mediation costs, court costs, appraisal-review costs, title-insurance premiums, recording fees, survey costs, environmental-assessment costs, and other

transaction costs associated with the acquisition of a real-property interest, separate and apart from the consideration paid for the interest itself.

- “Land Acquisition Executive Committee” means the committee established under Section 22.4.2, composed of three (3) Project Board members and one (1) alternate Project Board member appointed by the Project Board of Directors.
- “Project Board” means the Board of Directors of the Cooperative sitting as a Project Board with respect to a specific Approved Project, as established by Section 2.03 of the Interlocal Agreement.
- “Real-Property Interest” means any fee simple, easement, leasehold, right-of-way, license, or other interest in real property, whether perpetual, term, temporary, or revocable.
- “Declaration of Restrictive Covenants” means an instrument required by the Florida Department of Environmental Protection (“FDEP”) Grant Agreement LPA0212, as amended, or by any other funding instrument, recording in the public records of the county where the real property is located the restrictive covenants required by the funding agency to be applied in perpetuity to the property acquired with grant funds.

22.4 Three-Tier Approval Process

The acquisition of any real-property interest, and the incurrence of any attorney’s fees and other costs in connection with that acquisition, shall be approved at the tier specified below by reference to (i) the percentage by which the proposed consideration exceeds the Appraised Value of the real-property interest, and (ii) the dollar amount of the proposed consideration or of the proposed attorney’s fees and other costs. Where the consideration or the fees/costs fall within multiple tiers, the higher tier governs.

22.4.1 Executive Director (Tier I)

The Executive Director is hereby delegated the authority to approve, in writing and on behalf of the Cooperative:

- All real-property acquisitions at a price up to fifty percent (50%) above the Appraised Value of the real-property interest, or up to One Hundred Thousand Dollars (\$100,000), whichever is higher; and
- All Attorney’s Fees and Other Costs associated with such acquisitions in an amount up to and including One Hundred Fifty Thousand Dollars (\$150,000) per acquisition.

The Executive Director shall execute, on behalf of the Cooperative, the purchase agreement, deed of conveyance or easement, settlement statement, and all related closing documents necessary to complete the acquisition. The Executive Director may delegate the day-to-day administration of acquisitions to the Cooperative's land-acquisition consultant and eminent-domain counsel; final written approval, however, remains with the Executive Director.

22.4.2 Land Acquisition Executive Committee (Tier II)

A Land Acquisition Executive Committee is hereby established, composed of three (3) Project Board members and one (1) alternate Project Board member appointed by the Project Board of Directors. The Land Acquisition Executive Committee shall be a public body whose meetings are subject to Chapter 286, Florida Statutes (Sunshine Law) and Chapter 14 of this Manual. The Land Acquisition Executive Committee is delegated the authority to approve:

- All real-property acquisitions at a price greater than fifty percent (50%) and up to one hundred percent (100%) above the Appraised Value of the real-property interest, or in the dollar range greater than One Hundred Thousand Dollars (\$100,000) and up to and including Five Hundred Thousand Dollars (\$500,000), whichever range is higher; and
- All Attorney's Fees and Other Costs associated with such acquisitions in an amount greater than One Hundred Fifty Thousand Dollars (\$150,000) and up to and including Three Hundred Thousand Dollars (\$300,000) per acquisition.

The Land Acquisition Executive Committee shall meet on call of the Executive Director and shall act by majority vote of a quorum of two (2) of the three (3) members; the alternate member shall vote in the absence of any sitting member.

22.4.3 Project Board (Tier III)

The Project Board of Directors reserves to itself the authority to approve:

- All real-property acquisitions at a price exceeding one hundred percent (100%) above the Appraised Value of the real-property interest, or exceeding Five Hundred Thousand Dollars (\$500,000), whichever is higher; and
- All Attorney's Fees and Other Costs associated with such acquisitions exceeding Three Hundred Thousand Dollars (\$300,000) per acquisition.

22.5 Appraisal Requirements

Before any real-property interest may be approved for acquisition under any Tier of this Chapter, the Cooperative shall obtain an appraisal of the property by a Florida-licensed appraiser, prepared in accordance with USPAP and with the appraisal requirements of any applicable funding instrument (including without limitation the Federal Uniform Act, 42 U.S.C. § 4601 et seq., for

federally funded acquisitions, and Chapter 73, Florida Statutes, where eminent-domain proceedings are anticipated). Where the proposed acquisition is funded in whole or in part by FDEP, SWFWMD, or another funding agency that imposes appraisal-review requirements, an appraisal review by a second qualified appraiser shall be obtained as required by that funding instrument.

22.6 Declarations of Restrictive Covenants

The Executive Director is delegated the authority, on behalf of the Cooperative, to execute and record in the public records of the county where the real-property interest is located a Declaration of Restrictive Covenants as required by FDEP Grant Agreement LPA0212, as amended, by any successor or replacement FDEP grant agreement, and by any other funding instrument that imposes recordable restrictive-covenant requirements. The Executive Director shall coordinate with the Cooperative's eminent-domain counsel on the form and content of each Declaration of Restrictive Covenants to ensure that the form complies with the requirements of the funding agency and does not unnecessarily restrict the Cooperative's use of the property for its intended Project purpose.

22.7 Eminent Domain

Where the Cooperative is unable to acquire a real-property interest by voluntary purchase agreement, the Cooperative may exercise the power of eminent domain in accordance with Section 2.06(N) of the Interlocal Agreement, Chapters 73, 74, and 127, Florida Statutes, and the procedures of this Section.

22.7.1 Resolution of Necessity

The exercise of eminent domain over a specified parcel requires the Project Board's adoption of a Resolution of Necessity identifying the parcel; finding that the acquisition is necessary for the development, construction, operation, or maintenance of an Approved Project; finding that the location of the acquired interest provides the least adverse impact to the property and the environment; and authorizing the Executive Director and the Cooperative's eminent-domain counsel to take all steps necessary to acquire the interest, including without limitation the filing of a petition for eminent domain in the Circuit Court for the Tenth Judicial Circuit in and for Polk County, Florida.

22.7.2 Deposit and Order of Taking

In connection with any eminent-domain proceeding, the Executive Director is authorized to cause the Cooperative to deposit with the Court the amount of the Cooperative's good-faith estimate of full compensation (as required by Chapter 74, Florida Statutes), to seek an Order of Taking, and to take possession of the real-property interest upon entry of the Order of Taking. The Executive Director shall report all such deposits and Orders of Taking to the Project Board at the next regular meeting.

22.7.3 Settlement Authority

Settlement of any eminent-domain proceeding shall be in accordance with the Three-Tier Approval Process of Section 22.4. The Executive Director, with the advice of the Cooperative's eminent-domain counsel, may negotiate a stipulated settlement at any Tier consistent with that counsel's recommendation and the appraisal of the property.

22.8 Coordination with Funding Agencies

Acquisitions funded in whole or in part by FDEP, SWFWMD, or another funding agency shall comply with the procurement, appraisal-review, environmental-review, pre-acquisition-notice, and post-acquisition-reporting requirements of the applicable Funding Agreement, in coordination with the Funding-Agency Procurement Compliance section of Chapter 6 of this Manual. The Executive Director shall maintain a current list of funding-agency requirements applicable to each Approved Project and shall ensure that the Cooperative's land-acquisition consultant and eminent-domain counsel are informed of those requirements.

22.9 Records and Reporting

The Executive Director shall maintain, for each Approved Project, a Land Acquisition Log identifying for each real-property interest acquired or under acquisition: (a) the parcel identification number; (b) the property owner; (c) the type of real-property interest; (d) the Appraised Value; (e) the agreed or court-ordered acquisition price; (f) the percentage by which the agreed or court-ordered acquisition price exceeds the Appraised Value; (g) the Attorney's Fees and Other Costs; (h) the Tier at which the acquisition was approved; (i) the date and form of any Declaration of Restrictive Covenants recorded; and (j) the funding source. The Land Acquisition Log shall be presented to the Project Board at every other regular meeting, and to the Land Acquisition Executive Committee on call. The Land Acquisition Log shall be a public record subject to Chapter 119, Florida Statutes, and Chapter 14 of this Manual, except for components exempt under Section 119.071(1)(d), Florida Statutes (litigation strategy), or Section 119.071(2)(d), Florida Statutes (security plans).

22.10 Insurance, Indemnification, and Closing Procedures

All acquisitions shall be subject to title insurance, environmental due diligence, and other closing procedures consistent with prudent governmental real-property practice. The Executive Director, in consultation with the Cooperative's General Counsel and Risk Officer (Chapter 17), shall establish standard form instruments and closing procedures by Administrative Procedure issued under this Chapter.

History Note: Originally adopted as the Southeast Wellfield Project Board's land-acquisition process by Cooperative Resolution 2022-12 on September 21, 2022 (establishing the three-tier approval framework). Amended by Cooperative Resolution 2023-05 on March 22, 2023 (separating Attorney's Fees and Other Costs from acquisition consideration). Further amended by Cooperative Resolution 2024-12 on March

20, 2024 (delegating to the Executive Director the authority to execute and record Declarations of Restrictive Covenants required by FDEP Grant Agreement LPA0212). Incorporated as Chapter 22 of this Policy Manual by Resolution 2026-___ on May 25, 2026, and generalized from the Southeast Wellfield Project specifically to all Approved Projects.

Agenda Item G.1.

7/29/2026

SUBJECT

Preliminary PRWC Combined Projects Budget - FY2027 (Information)

DESCRIPTION

Per the requirements of the Interlocal Agreement creating the Cooperative and entered into on June 1, 2016, the Cooperative shall submit a budget of the Water Project Costs with a copy of the tentative budget no later than 30 days before the budget hearing. This is an informational item in preparation for budget approval at the next PRWC BOD meeting.

The Fiscal Year 2027 Preliminary Combined Projects Budget for the PRWC is presented for the Board's information, review, and comment. This budget is related to project work to be completed under the Phase 1 Combined Projects' Implementation project, which includes the continued work on the West Polk Test Production Well #2 (TPW#2), planning and design, and \$1.1M in additional alternative water supply projects approved in March 2026 for:

Peace River Reservoir Feasibility Project - \$225,000

Peace River Water Use Permit Application - \$275,000

Five-year Regional Water Supply Planning Process - \$500,000

Continued Support for Alafia water Supply Project - \$50,000

Funds for Other Technical Assistance - \$50,000

This informational item recaps expenditures for previous FY budgets in addition to the budget for Fiscal Year 2027 for the Board's information, review, and comments. The final budget will be presented for consideration and approval at the September 2026 BOD meeting along with the corresponding resolution.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2026 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Eric DeHaven

Laura Guy-Rice

**Polk Regional Water Cooperative
Preliminary Combined Projects Budget
Fiscal Year 2027**

	FY 2027	FY 2026	FY 2025	FY 2024	FY 2023
Projected Costs (\$M)	\$ 1.26	\$ 2.34	\$ 2.67	\$ 6.49	\$ 2.36
Funding (\$M)					
Co-funding and other Grants ¹	\$ 0.08	\$ 1.17	\$ 1.33	\$ 3.09	\$ 1.03
PRWC Obligation ²	\$ 1.18	\$ 1.17	\$ 1.34	\$ 3.40	\$ 1.33
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL FUNDING	\$ 1.26	\$ 2.34	\$ 2.67	\$ 6.49	\$ 2.36
Actual Expenditures (\$M)³	N/A	\$ 1.62	\$ 5.12	\$ 0.82	\$ 3.10

NOTES:

Commencing with FY 2025, Business Plan budget methodology is followed. FY 2027 also includes additional combined project needs approved in March of 2026.

1. Co-funding is through SWFWMD not including land, legal fees, or other non-eligible expenses which may be covered by other funding. Funding sources subject to monitoring and revision.

2. Primary financing is through WIFIA and SRF with other funding sources pursued as needed. Additional grant funding may reduce a PRWC obligation. This does not include debt issuance costs.

3. FY 2026 actual expenditures are through March.

Agenda Item H.1.7/29/2026

SUBJECT

Preliminary PRWC Southeast Wellfield Project Budget - FY2027 (Information)

DESCRIPTION

Per the requirements of the Interlocal Agreement creating the Cooperative and entered into on June 1, 2016, the Cooperative shall submit a budget of the Water Project Costs with a copy of the tentative budget no later than 30 days before the budget hearing. This is an informational item in preparation for budget approval at the next PRWC BOD meeting.

The Fiscal Year 2027 Preliminary Southeast Wellfield Project Budget for the PRWC is presented for the Board's information, review, and comment. This budget is related to project work to be completed under the Amended and Restated Implementation Agreement for the Southeast Wellfield dated July 2022 for the design and construction of the Southeast Wellfield (SE) Water Production Facility (WPF) and Transmission Mains (TM).

The Business Plan for FY 2027 included the salary for a contractual project manager and the pro-rata allocation of administrative contractual employees' salaries in the Southeast project costs. These costs are reflected in the total FY 2027 budget.

This informational item recaps expenditures for previous FY budgets in addition to the budget for Fiscal Year 2027 for the Board's information, review and comment. The final budget will be presented for consideration and approval at the September 2026 BOD meeting along with the corresponding resolution.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2026 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Eric DeHaven

Laura Guy-Rice

**Polk Regional Water Cooperative
Preliminary Southeast Project Budget
Fiscal Year 2027**

	FY 2027	FY 2026	FY 2025	FY 2024	FY 2023
Projected Costs (\$M)	\$ 166.44	\$ 183.94	\$ 180.49	\$ 28.40	\$ 34.97
Funding (\$M)					
Co-funding and other Grants¹	38.08	\$ 60.92	\$ 78.20	\$ 8.62	\$ 10.40
PRWC Obligation^{2, 3}	\$ 128.36	\$ 123.02	\$ 102.29	\$ 19.78	\$ 24.57
<i>Project</i>	\$ -	\$ 122.69	\$ 102.29	\$ 19.78	\$ 24.57
<i>Project Manager³</i>	\$ -	\$ 0.14	\$ -	\$ -	\$ -
<i>Contractual Employees Salary Allocation</i>	\$ -	\$ 0.19	\$ -	\$ -	\$ -
TOTAL FUNDING	\$ 166.44	\$ 183.94	\$ 180.49	\$ 28.40	\$ 34.97
Actual Expenditures (\$M)⁴	N/A	\$ 59.25	\$ 78.10	\$ 29.03	\$ 14.29

NOTES:

Commencing with FY 2025, Business Plan budget methodology is followed.

1. Co-funding is through SWFWMD not including land, legal fees, or other non-eligible expenses which may be covered by other funding. Funding sources subject to monitoring and revision.

2. Primary financing is through WIFIA and SRF with other funding sources pursued as needed. Additional grant funding may reduce a PRWC obligation. This does not include debt issuance costs.

3. FY 2027 PRWC obligation includes the project manager salary and an allocation of the administrative contractual salaries between the Southeast and West Polk projects on a pro rata basis. For FY 2027, these costs are included in the projected Business Plan costs.

4. FY 2026 actual expenditures are through March, which reflects only 32% expended with higher expenditures projected in last six months. The FY 2026 budget was built on a higher amount of material purchases and grants being shifted forward from prior fiscal years.

Agenda Item H.2.

7/29/2026

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) Bidding and Construction;
 - a. Production wells
 - b. Water Production Facility
 - c. Transmission Main
- 2) Land acquisition;
- 3) Permitting;
- 4) 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.3.

7/29/2026

SUBJECT

Approve the Guaranteed Maximum Price (GMP-7) for PRWC Booster Pump Stations and Metering Stations for the Southeast Wellfield Transmission Main (Action)

DESCRIPTION

GMP-7 consists of Southeast Wellfield Transmission Main booster pump stations (“BPSs”) and PRWC metering stations as shown in Exhibit A. The BPSs consist of the PCU SWRUSA/Lakeland/Bartow BPS (aka, CR 540A BPS) on County Road 540A in the south Lakeland area and the Auburndale BPS on Derby Avenue in Auburndale. The BPSs are designed to “wheel” water to certain members of the Southeast Wellfield Project. This was found during the preliminary design phase to be a more economical method for delivering water to members than construction of a direct transmission main. The PRWC meter stations will be located at each participating members’ respective receiving facility to monitor and control flow from the Southeast Wellfield Transmission Main.

Eight (8) bid packages were developed by the Construction Manager-at-Risk (Florida Water Partners) to promote competition based on the various trades required to construct the project. The bid packages were advertised on March 10, 2026 with a bid due date of April 23, 2026 to allow additional time for bidder participation. Bids were evaluated based on a number of factors, including price, qualifications, conformance with design requirements, delivery lead time, and warranty/service terms.

After analysis of the bids and discussions between PRWC staff, Florida Water Partners and TeamOne, the total Guaranteed Maximum Price proposal for GMP-7 is \$24,932,033, inclusive of contingency, general conditions, bonds, insurance, and an 8% construction fee. This price is in line with the most recent 90% construction cost estimate of \$24,603,376 prepared by the CMAR in December 2025. Construction of the booster pump stations and meters stations is expected to commence in late 2026 with substantial completion in the fall of 2028 commensurate with the commissioning of the water production facility. The GMP-7 proposal is attached as Exhibit B.

RECOMMENDATION

Approve the Guaranteed Maximum Price (GMP-7) for PRWC Booster Pump Stations and Metering Stations for the Southeast Wellfield Transmission Main (Action)

FISCAL IMPACT

GMP-7 results in a fiscal impact of \$24,932,033. The EPA WIFIA loan (WIFIA ID - 19139FL) and the SWFWMD grant (20CF0003425 - Q216) will be used to pay the costs to construct this portion of the transmission main.

CONTACT INFORMATION

Mark Addison

Exhibit A

PRWC Booster Pump Stations and Metering Stations



Exhibit A – PRWC Booster Pump & Meter Stations

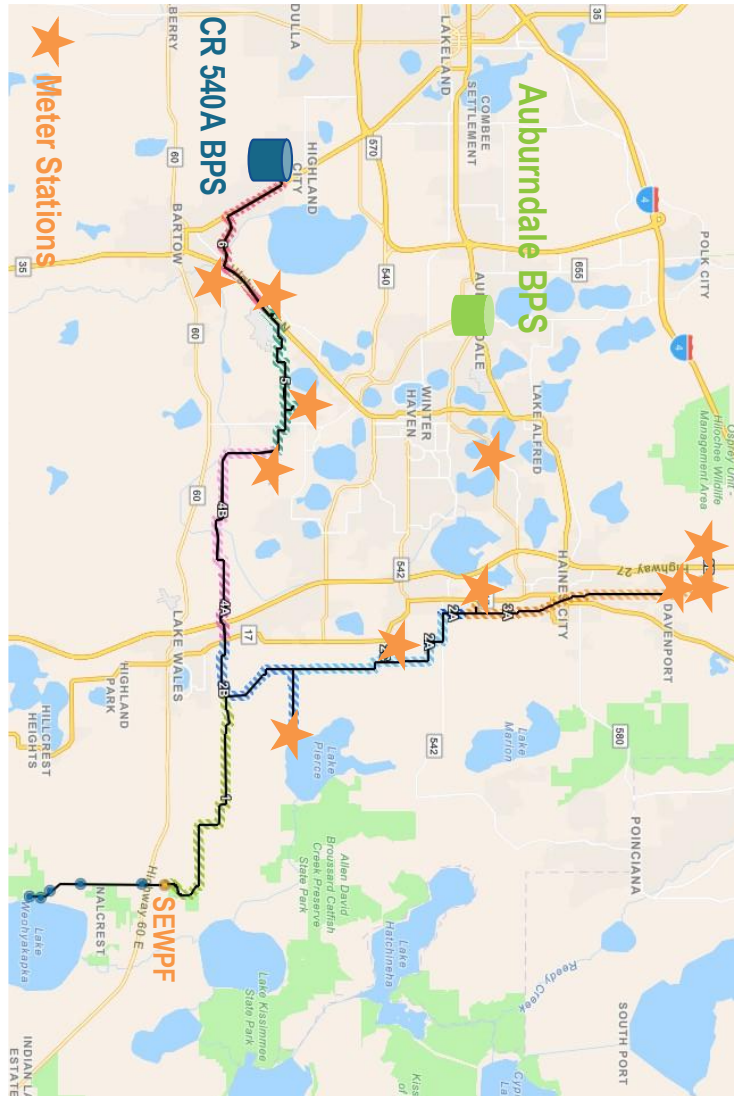


Exhibit B
GMP-7 Proposal from Florida Water Partners

SOUTHEAST LFA WELLFIELD PROJECT

GMP-7

Booster Pump and Meter Stations

July 14, 2026





Table of Contents

Section 1:	Cover Letter
Section 2:	Exhibit “C” GMP Addendum Summary
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Section 4:	Schedule 2 - Contract Drawings & Specifications
Section 5:	Schedule 3 - GMP-7 Bid Breakdown
Section 6:	Schedule 4 - Clarifications, Assumptions, Exclusions & Allowances
Section 7:	BPS CPM Schedule
Section 8:	Appendix - Good Faith Effort, Market Analysis, & No Bid Forms

Section 1: Cover Letter

Florida Water Partners (FWP) is pleased to provide this Guaranteed Maximum Price #7 (GMP-7) for the Booster Pump Stations and Meter Stations. These bid packages were advertised on March 10, 2026, with bids received on April 23, 2026. GMP-7 is for the complete construction of the Booster Pump Stations and Meter Stations and is comprised of eight bid packages. These bid packages were analyzed by FWP and the evaluation was completed with PRWC to determine the best value bidder for each bid package. The recommended subcontractor/suppliers are listed next to each bid package respectively and can be found in the GMP Summary in Section 5 – Schedule 3 – GMP Bid Breakdown.

GMP-7 Booster Pump Stations and Meter Stations includes cost for performance and payment bonds, insurance, CMAR general conditions, CMAR contingency, and CMAR fee.

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

GMP-7 scope of work description is included in Section 4 – Schedule 2 – Contract Drawings and Specifications and are combined with Section 6 – Schedule 4 Clarifications, Assumptions, Exclusions, and Allowances.

The GMP is based on a Notice to Proceed date of October 5, 2026. An administrative NTP is requested upon receiving approval from the Board to initiate contracts with vendors and subcontractors. The construction schedule for GMP-7 is provided Section 7.

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

Section 2: Exhibit 'C' GMP Addendum Summary

EXHIBIT "C"

GMP ADDENDUM TO

Agreement between Polk Regional Water Cooperative and Construction Manager at Risk

Booster Pump and Meter Stations

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

1. The CMAR's (GMP) for the Work as defined in Section 6.1.3 and the CMAR's Fee as defined in Section 6.1.2, for the Construction Phase Services is \$24,932,033.

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

Schedule 1 CMAR's Personnel.

Schedule 2 Contract Drawings & Specifications.

Schedule 3 GMP Bid Breakdown.

Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

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

Booster Pump and Meter Stations

A. Conditional Notice to Proceed date – **August 28, 2026**

B. Construction Notice to Proceed date – **October 5, 2026**

C. Project Substantial Completion Date – **November 28, 2028**

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

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

4. The CMAR shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of \$24,932,033.

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

6. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the CMAR is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of **2.00%** of the final Contract Amount and CMAR bonds will be cost at a fixed rate of **1.25%**. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the CMAR deems appropriate. There shall be no CMAR Overhead and profit fee on this item.

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

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

ATTEST:

By: _____

By: _____

Chairman
Board of Directors

Date: _____

Approved as to form and legal sufficiency:

Cooperative Attorney Date

Construction Manager at Risk.
a _____ corporation

Attest:

By: _____

Printed Name

Title: _____

Section 3: Schedule 1 – CMAR's Personnel

BOOSTER PUMP STATIONS AND METER STATIONS CMAR GENERAL CONDITIONS - SALARY ONLY

POSITION	NAME	DURATION (MONTHS)	PERCENTAGE
ON-SITE STAFF			
SUPERINTENDENT	KEN RYAN	16	100%
PROJECT MANAGER	TBD	16	100%
PROJECT ENGINEER	MARCUS MOSELEY	16	100%
SAFETY MANAGER	BRIAN BURGER	16	50%
OFF-SITE STAFF			
VDC	CHARLIE GILL	2	100%

Section 4: Schedule 2 – Contract Drawings & Specifications

The following documents were used to develop GMP-7.

Booster Pump Stations and Meter Stations

1. CR 540A BOOSTER PUMP STATION, AUBURNDALE BOOSTER PUMP STATION, AND METERING STATIONS Specification dated January 2026 prepared by TeamOne.
2. CR540A BOOSTER PUMP STATION 95% DESIGN SUBMITTAL drawings, dated January 2026 prepared by TeamOne.
3. AUBURNDALE BOOSTER PUMP STATION 95% DESIGN SUBMITTAL drawings, dated January 2026 prepared by TeamOne.
4. Addenda to the Booster Pump and Meter Stations Contract Documents.
 - Addendum 1 – Dated March 17, 2026
 - Addendum 2 – Dated March 30, 2026
 - Addendum 3 – Dated April 10, 2026
 - Addendum 4 – Dated April 21, 2026
5. Geotechnical Engineering Report – PRWC 4520 Co Rd 540A, dated January 18, 2023 prepared by Madrid CPWG.
6. Geotechnical Engineering Report – PRWC Booster Station Auburndale, dated February 26, 2025 prepared by Madrid CPWG.

LARGE FILES TO BE PROVIDED SEPARATELY



Section 5: Schedule 3 – GMP Bid Breakdown

Enclosed is the GMP-7 summary and backup.



PRWC Booster Pump Stations - GMP-7

CONSTRUCTION COSTS		AMOUNT	Best Value Proposal (Subcontractor / Supplier)
	General Conditions	\$ 2,058,536	
	PCU SWRUSA/Lakeland/Bartow Booster Pump Station		
WP-01	Plant Package	\$ 4,678,000	FWP
WP-02	Coatings	\$ 34,050	Cypress
WP-03	Electrical	\$ 1,247,201	Cogburn
WP-04	Prestressed Concrete Tank	\$ 884,965	Precon
WP-05	Instrumentation and Controls	\$ 234,987	GCS
WP-06	Landscaping	\$ 100,000	Budget
	Auburndale Booster Pump Station		
WP-01	Plant Package	\$ 4,289,000	FWP
WP-02	Coatings	\$ 40,250	Cypress
WP-03	Electrical	\$ 1,048,333	Cogburn
WP-04	Prestressed Concrete Tank	\$ 884,964	Precon
WP-05	Instrumentation and Controls	\$ 234,987	GCS
WP-06	Landscaping	\$ 100,000	Budget
	Metering Stations (10 Each)		
WP-01	Plant Package	\$ 2,331,964	Censtate
WP-02	Coatings	\$ 40,645	Cypress
WP-03	Electrical	\$ 1,090,912	Cogburn
WP-05	Instrumentation and Controls	\$ 728,826	GCS
	Process Equipment		
BP-01	Booster Pumps	\$ 110,558	Barneys
BP-02	Chemical Metering Pumps	\$ 107,343	H2solutions
BP-03	Poly Tanks	\$ 47,880	CEJCO
WP-03	Electrical Gear	\$ 347,036	Cogburn
WP-03	Generators	\$ 303,432	Cogburn
	Allowances		
	Testing & Inspection Fees	\$ 30,000	
	Permit Fees	\$ 20,000	
	Permanent Power Fees	\$ 100,000	
	Unsuitable Soils	\$ 25,000	
	Chemicals for Startup and Initial Fill	\$ 10,000	
	Construction Water	\$ 50,000	
	Gopher Tortoise	\$ 75,000	
	Pressure Sustaining Valves @ Each BPS	\$ 40,000	
	SUBTOTAL COSTS	21,293,869	(a)
	CONTINGENCIES	AMOUNT	
	Insurance Deductible	BY PRWC	
5.00%	CMAR Contingency	\$ 1,064,693	
	SUBTOTAL CONTINGENCY COSTS	1,064,693	(b)
	INDIRECT COSTS	AMOUNT	
8.00%	Construction Fee ((a+b) x 8.00%)	\$ 1,788,685	(c)
1.25%	Bonds ((a+b+c) x 1.25%)	\$ 301,841	(d)
2.00%	Insurance ((a+b+c) x 2.00%)	\$ 482,945	(e)
	GMP-7 TOTAL (a+b+c+d+e)	24,932,033	(f)

WP* - Work Package

BP* - Bid Package

PRWC Southeast Booster Pump Stations - GMP-7 CMAR General Conditions

															TOTALS	2,058,536
Comments (Spec/Dwg)	Description	Quantity	Unit	Total HR	Labor		Materials		Subcontract		Equipment		Other		Total Cost	W/ Taxes Total
					Labor Unit	Labor Total	Matl Unit	Matl Total	Sub Unit	Sub Total	Equip Unit	Equip Total	Oth Unit	Oth Total		
	JV INDIRECTS - CONSTRUCTION									0		0		0	0	0
	PROJECT MANAGER	16.0	MO	2773.3	29,068.00	465,088		0		0		0		0	465,088	465,088
	PROJECT ENGINEER	16.0	MO	2773.3	18,512.00	296,192		0		0		0		0	296,192	296,192
	SUPERINTENDENT	16.0	MO	2773.3	29,068.00	465,088		0		0		0		0	465,088	465,088
	SAFETY	8.0	MO	1386.6	27,161.33	217,291		0		0		0		0	217,291	217,291
	AUTOCAD, VDC, & BIM STAFF	2.0	MO	346.7	24,266.20	48,532		0		0		0		0	48,532	48,532
				0.0		0		0		0		0		0	0	0
	FOREMAN ALLOWANCE		MO	0.0		0		0		0		0		0	0	0
	INSURANCE DEDUCTIBLES		LS	0.0		0		0		0		0		0	0	0
	ESTIMATING & BUSINESS DEVELOPMENT		LS	0.0		0		0		0		0		0	0	0
	ACCOUNTING SERVICES (DESIGN)		MO	0.0		0		0		0		0		0	0	0
	ACCOUNTING SERVICES (CONSTRUCTION)		MO	0.0		0		0		0		0		0	0	0
	SURVEYOR- OUTSIDE	1.0	LS	0.0	0.00	0		0	25,000.00	25,000		0		0	25,000	25,000
	SURVEY EQUIPMENT	1.0	LS	0.0	0.00	0	60,000.00	60,000		0		0		0	60,000	64,200
	CPM SCHEDULE OUTSIDE	0.0	LS	0.0		0		0		0		0		0	0	0
	ENGINEER'S OFFICE, SINGLE WIDE		MO	0.0		0		0		0		0		0	0	0
	SETUP ENGINEER'S OFFICE		LS	0.0		0		0		0		0		0	0	0
	ENGINEER'S FURNISHINGS		LS	0.0		0		0		0		0		0	0	0
	ENGINEER'S TELEPHONE		MO	0.0		0		0		0		0		0	0	0
	JV OFFICE TRAILERS	16.0	MO	0.0		0		0		0		0		0	0	0
	JV OFFICE, SINGLE WIDE	16.0	MOS	0.0	0.00	0		0		0	1,650.00	26,400		0	26,400	26,400
	SETUP JV OFFICE TRAILER	1.0	LS	160.0	10,400.00	10,400	3,000.00	3,000	15,000.00	15,000		0		0	28,400	28,610
	MOBILE-MINI OR HALF-N-HALF	16.0	MOS	0.0	0.00	0		0		0	850	13600		0	13600	13,600
	OFFICE JANITORIAL	16.0	MOS	0.0	0.00	0		0	500.00	8,000		0		0	8,000	8,000
	CONNEX	2.0	EA	0.0	0.00	0	5,000.00	10,000		0		0		0	10,000	10,700
	OFFICE SUPPLIES	16.0	MO	0.0	0.00	0	325.00	5,200		0		0		0	5,200	5,564
	OFFICE FURNISHINGS & EQUIP.	1.0	LS	0.0	0.00	0	3,500.00	3,500		0		0		0	3,500	3,745
	COMPUTER EQUIPMENT / I PADS	1.0	EA	0.0	0.00	0	1,000.00	1,000		0		0		0	1,000	1,070
	NETWORK SETUP / SITE MESH WI-FI	1.0	LS	0.0	0.00	0		0		0		0	1,500.00	1,500	1,500	1,500
	CMIC SOFTWARE	1.0	LS	0.0	0.00	0		0		0		0	14,000.00	14,000	14,000	14,000
	COPIERS	16.0	MO	0.0	0.00	0	400.00	6,400		0		0		0	6,400	6,848
	POSTAGE	16.0	MO	0.0	0.00	0	75.00	1,200		0		0		0	1,200	1,284
	REPRODUCTION SERVICES	16.0	MO	0.0	0.00	0		0	50.00	800		0		0	800	800
	JV PHONE/T1/INTERNET	16.0	MO	0.0	0.00	0		0		0		0	500.00	8,000	8,000	8,000
	SANITARY FACILITY	16.0	MO	0.0	0.00	0		0	3,000.00	48,000		0		0	48,000	48,000
	TEMP POWER UTILITIES	16.0	MO	0.0	0.00	0		0		0		0	1,000.00	16,000	16,000	16,000
	TEMP POWER UTILITIES	0.0	LS	0.0		0		0		0		0		0	0	0
	TEMP MONTHLY UTILITIES -	16.0	MO	0.0	0.00	0		0		0		0	500.00	8,000	8,000	8,000
	TEMP MONTHLY UTILITIES	1.0	LS	0.0	0.00	0		0	5,000.00	5,000		0		0	5,000	5,000
	UTILITIES TO OFFICE TRAILERS		LS	0.0		0		0		0		0		0	0	0
	DRINKING WATER	16.0	MO	0.0	0.00	0		0		0		0		0	0	0
	ICE SERVICE	42.0	MO	0.0	0.00	0		0		0		0		0	0	0
	TEMPORARY WATER TO TRAILERS		LS	0.0		0		0		0		0		0	0	0
	TEMP SEWER TO HOLDING TANK	1.0	LS	200.0	13,000.00	13,000	10,000.00	10,000		0		0		0	23,000	23,700
	PHOTOS	16.0	MO	0.0	0.00	0		0	200.00	3,200		0		0	3,200	3,200
	DRONE PHOTOS	16.0	MO	128.0	520.00	8,320		0		0		0		0	8,320	8,320
	VIDEO SURVEY	1.0	LS	0.0	0.00	0		0	2,000.00	2,000		0		0	2,000	2,000
	PROJECT SIGN	4.0	EA	0.0	0.00	0		0	1,250.00	5,000		0		0	5,000	5,000
	ALARM SYSTEM	16.0	MO	0.0	0.00	0		10,000	150.00	2,400		0		0	12,400	13,100
	LICENSES		LS	0.0		0		0		0		0		0	0	0
	PERMITS		LS	0.0		0		0		0		0		0	0	0
	SPECIAL INSPECTIONS		LS	0.0		0		0		0		0		0	0	0
	SPECIAL INSURANCE		LS	0.0		0		0		0		0		0	0	0
	MEETING EXPENSES		LS	0.0		0		0		0		0		0	0	0
	COMMUNITY OUTREACH		LS	0.0		0		0		0		0		0	0	0

PRWC Southeast Booster Pump Stations - GMP-7 CMAR General Conditions

															TOTALS	2,058,536
Comments (Spec/Dwg)	Description	Quantity	Unit	Total HR	Labor		Materials		Subcontract		Equipment		Other		Total Cost	W/ Taxes Total
					Labor Unit	Labor Total	Matl Unit	Matl Total	Sub Unit	Sub Total	Equip Unit	Equip Total	Oth Unit	Oth Total		
	MOB\DEMOB	0.0	LS	0.0		0		0		0		0		0	0	0
	PREPARE SITE		LS	0.0		0		0		0		0		0	0	0
	SHOPS\SHEDS	0.0	MO	0.0		0		0		0		0		0	0	0
	TEMPORARY ROADS		MO	0.0		0		0		0		0		0	0	0
	TEMPORARY WATER		MO	0.0		0		0		0		0		0	0	0
	TEMPORARY FENCING		LF	0.0		0		0		0		0		0	0	0
	SPECIAL SAFETY REQUIREMENTS		LS	0.0		0		0		0		0		0	0	0
	SPILL CONTAINMENT FACILITY	0.0	LS	0.0		0		0		0		0		0	0	0
	DRUG TESTS	0.0	EA			0		0		0		0		0	0	0
	JOB PHYSICALS		EA			0		0		0		0		0	0	0
	BACKGROUND CHECKS/BADGING		EA	0.0		0		0		0		0		0	0	0
	TRAILER SECURITY FENCING		LF	0.0		0		0		0		0		0	0	0
	SECURITY GUARD		HR	0.0		0		0		0		0		0	0	0
	ITEMS BASED ON MANHOURS					0		0		0		0		0	0	0
	SMALL TOOLS	1.0	LS	0.0	0.00	0	43,428.00	43,428		0		0		0	43,428	46,468
	MISC. RENTAL	1.0	LS	0.0	0.00	0				0	14,476.00	14,476		0	14,476	14,476
	SAFETY\FIRST AID EQUIP	1.0	LS	0.0	0.00	0	14,476.00	14,476		0		0		0	14,476	15,489
	SMALL EQUIPMENT ALLOCATION		LS	0.0		0				0		0		0	0	0
	WEEKLY CLEANUP	704.0	HR	704.0	65.00	45,760		0		0		0		0	45,760	45,760
	SAFETY SHUTDOWN	1.0	LS	286.6	18,630.61	18,631	4,000.00	4,000		0		0		0	22,631	22,911
	EMPLOYMENT REFERRAL	1.0	LS	0.0	0.00	0		0		0		0		0	0	0
	TRAVEL / SUBSISTENCE PER POLICY															
	TOLLS		MO	0.0		0		0		0		0		0	0	0
	HOME OFFICE TRAVEL		MO	0.0		0		0		0		0		0	0	0
	SHORT TERM HOUSING		MO	0.0		0		0		0		0		0	0	0
	SHORT TERM SUBSISTENCE	16.0	MO	0.0	0.00	0		0		0		0	2,500.00	40,000	40,000	40,000
	LONG TERM (RELOCATION)		EA	0.0		0		0		0		0		0	0	0
	TRAVEL INCENTIVE		LS	0.0		0		0		0		0		0	0	0
	FINAL CLEANING	1.0	LS	160.0	10,400.00	10,400		0		0		0		0	10,400	10,400
	WINTER PROTECT CONCRETE		SF	0.0		0		0		0		0		0	0	0
	WINTER PROTECT MASONRY		SF	0.0		0		0		0		0		0	0	0
	TEMPORARY BUILDING HEAT		MO	0.0		0		0		0		0		0	0	0
	SNOW REMOVAL		LS	0.0		0		0		0		0		0	0	0
	DEWATERING		WK	0.0		0		0		0		0		0	0	0
	TEMPORARY PUMPING		LS	0.0		0		0		0		0		0	0	0
	TRASH HAUL	16.0	MO	0.0		0		0	1,200.00	19,200		0		0	19,200	19,200
	SOILS/COMPACTION TESTING		LS	0.0		0		0		0		0		0	0	0
	CONCRETE TESTING		LS	0.0		0		0		0		0		0	0	0
	PIPE/MECHANICAL TESTING		LS	0.0		0		0		0		0		0	0	0
	FIELD STARTUP		LS	0.0		0		0		0		0		0	0	0
			LS	0.0		0		0		0		0		0	0	0
			LS	0.0		0		0		0		0		0	0	0

Pricing Summary

Subcontractor Bid Evaluation and Comparison Sheet

Trade Description:	WP-01 Plant Package
Project Name:	540A & Auburndale Booster Pump Stations
Owner:	PRWC
Bid Date:	Thursday, April 23, 2026

	FWP	Censtate	Prime Construction Group	Vogel Bros. Building Co	L7 CONSTRUCTION	PCL Construction Services, Inc.	Archer Western Construction	Kiewit	TLC Diversified	Petticoat Schmitt Civil Contractors, Inc.
	Tom Manning	Dan Tuttle	Mark Allen	Darren Vogel	Brett Lefever	Wade Brooks	Kyle Hislop	Chris Beaudoin	Linda Moore	Lori Keller
	407-466-4185	863-324-3882	321-229-8336	863-646-5078	321-972-9325	321-229-8668	813-785-2877	407-563-7533	941-722-0621	904-751-0888
	tmanning@garney.com	dan@censtate.com	mallen@pcginc.com	darrenvogel@vogelbldg.com	blefever@l7constructs.com	bwbrooks@pcl.com	khislop@walshgroup.com	christine.beaudoin@kiewit.com	lmoore@tlcdiversified.com	lkeller@petticoatschmitt.com
Scope Item Description	\$ 11,466,000.00	\$ 2,239,542.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Plant Package Auburndale BPS	\$ 4,289,000.00	N/A	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant Package CR 540A BPS	\$ 4,678,000.00	N/A	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant Package Flow Meter Sites	\$ 2,499,000.00	\$ 2,239,542.00	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bid Alternates / Adjustments										
Termite Treatment	INCL	\$ 92,422.00								
Pipe Support Design, Supply Install	INCL	INCLUDED ABOVE								
FRP Equipment Pads	INCL	INCLUDED ABOVE								
Bid Document Requirements										
Bid Form	X	X								
New Vendor Request Form	X	X								
JV - As applicable	NA	NA								
PR - As applicable	NA	NA								
Qualifications Documents	X	X								
Government-Wide Debarment and Supension	X	X								
Certification Regarding Lobbying	X	X								
Bidder Confirmation of Completeness of Bid	X	X								
VE, Cost Savings, & Substitution Optional Form	NA	NA								
Bid Bond Form	X	X								
Non-Collusion Affidavit	X	X								
Drug-Free Workplace Certification	X	X								
Trench Safety Act Form	X	X								
Surety Bond Confirmation Letter	X	X								
Additional Notes										
		No bid on BPS								
Bond %	0.0000%	1.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%	0.0000%
Subtotal (Including Alternates):	\$ 11,466,000.00	\$ 2,331,964.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bond:	INCL	INCL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Adjustment:	\$ (2,499,000)	\$ -	\$ -	\$ -	None	None	None	None	None	None
Total Adjusted Scope:	\$ 8,967,000	\$ 2,331,964.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Recommend FWP as the lowest responsive bidder for Booster Pump Stations and Censtate as the lowest responsive bidder for Meter Stations .

Pricing Summary

Subcontractor Bid
Evaluation and

Trade Description:
Project Name:
Owner:
Bid Date:

WP-02 Coatings

540A & Auburndale Booster Pump Stations

PRWC

Thursday, April 23, 2026

Scope Item Description	Universal Painting Corporation		Cypress Coatings		Exceletech	
	John Aldrich		Jeff Westrick		Rick Scruggs	
	813-767-9212		239-822-8427		352-394-2155	
	bids@universalpainting.com		jeff@cypresscc.net		Rick@Excelcoatings.com	
Base Bid - Before Bid Alternates	\$	154,673.00	\$	114,945.00	\$	134,038.00
Paintings & Coatings Package Auburndale BPS	\$	41,746.00	\$	29,870.00	\$	28,945.00
Paintings & Coatings Package CR 540A BPS	\$	41,042.00	\$	34,050.00	\$	40,232.00
Paintings & Coatings Package Flow Meter Sites	\$	63,787.00	\$	40,645.00	\$	61,591.00
General Conditions (Mob., Submittals, Punch Out)	\$	8,098.00	\$	-	\$	-
Mobilization + Bond	\$	-	\$	10,380.00	\$	-
Bond	\$	-	\$	-	\$	3,270.00
Bid Alternates						
Bid Document Requirements						
Bid Form		NO		YES		YES
New Vendor Request Form		NO		YES		YES
JV - As applicable		NA		NA		NA
PR - As applicable		NA		NA		NA
Qualifications Documents		NO		YES		YES
Government-Wide Debarment and Suspension		NO		YES		YES
Certification Regarding Lobbying		NO		YES		YES
Bidder Confirmation of Completeness of Bid		NO		YES		YES
VE, Cost Savings, & Substitution Optional Form		NO		NO		YES
Bid Bond Form		NO		NO		YES
Non-Collusion Affidavit		NO		YES		YES
Drug-Free Workplace Certification		NO		YES		YES
Trench Safety Act Form		NO		YES		YES
Surety Bond Confirmation Letter		NO		YES		YES
SCOPE						
General Requirements		X		X		X
Multiple mobilizations				X		
Davis Bacon requirements		NO		X		X
Submittals (including quality assurance)		X		X		X
Material Storage & Protection				X		
Environmental Condition Monitoring (QC Control)				X		NO
Testing / QA-QC		X		X		X
Protection of adjacent surfaces / Containment				X		
Extra materials				X		
Manufacturer services				X		
Warranty		X		X		X
Clean up of work area				X		
Touch Ups / Fix Shop Coatings / Repair coats/primers		NO		X		NO
Auburndale Booster Pump Station						
Yard (Plant exterior)						
Bollards safety yellow painting		X		X		X
Exposed metals		X		X		X
Concrete steps yellow stripping		X		X		
Chemical area slab						
Metal in contact w. concrete / masonry		NO		NO		NO
Vinyl ester coating for pipe trenches		X		X		X
Concrete in Corrosive Environment (Cypress only)		X		X		
Exposed piping & equipment		X		X		X
Labeling		X		X		X
		X				
Influent flow meter		X				

<i>Metal in contact w. concrete / masonry</i>	NO	NO	NO
<i>Exposed piping & equipment</i>	X	X	X
<i>Labeling</i>	X	X	X
<i>GST</i>			
<i>Immersed piping</i>	X	X	X
540A Booster Pump Station			
<i>Yard (Plant exterior)</i>			
<i>Bollards safety yellow painting</i>	X	X	X
<i>Exposed metals</i>	X	X	X
<i>Concrete steps yellow stripping</i>	X	X	
<i>Chemical area slab</i>			
<i>Metal in contact w. concrete / masonry</i>	NO	NO	NO
<i>Concrete in Corrosive Environment (Cypress only)</i>	X	X	
<i>Vinyl ester coating for pipe trenches</i>	X	X	X
<i>Exposed piping & equipment</i>	X	X	X
<i>Labeling</i>	X	X	X
<i>Influent flow meter</i>			
<i>Metal in contact w. concrete / masonry</i>	NO	NO	NO
<i>Exposed piping & equipment</i>	X	X	X
<i>Labeling</i>	X	X	X
<i>GST</i>			
<i>Immersed piping</i>	X	X	X
Flow Meter Sites			
<i>Exposed piping & equipment</i>	X	X	X
<i>Labeling</i>	X	X	X
<i>Bond %</i>	5.0%	0.0%	0.0000%
Subtotal (Including Alternates):	\$ 154,673	\$ 114,945	\$ 134,038
Bond:	\$ 7,734	INCL	INCL
Adjustment:	\$ -	\$ -	\$ -
Total Adjusted Scope:	\$ 162,407	\$ 114,945.00	\$ 134,038

Recommend Cypress as the lowest responsive bidder.

Pricing Summary

Subcontractor Bid
Evaluation and
Comparison Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

WP-03 Electrical
540A & Auburndale Booster Pump Stations
PRWC
Thursday, April 23, 2026

	Cogburn Brothers	ESI	NorthLake	BL Smith
	Mike Kistner	Wayne Hyatt	Ryan Strong	Darren Sellars
	904-545-5654	352-787-1322	352-267-2501	Darren@BLSmithElectric.com
	mkistner@cogburnbros.com	whyatt@electric-services.com	strong@northlakeelectricinc.com	DC@BLSmithElectric.com
Scope Item Description				
Base Bid - Before Bid Alternates	\$ 3,935,330.00	\$ 6,100,000.00	\$ 4,418,000.00	NO BID
Gear Package - Complete	\$ 319,540.00	\$ 378,000.00	\$ 455,000.00	
Generator Package - Complete	\$ 279,390.00	\$ 273,000.00	\$ 295,000.00	
Gear and Generator Sales Tax	\$ 41,925.10	INCL	INCL	
Electrical Package - Auburndale BPS	\$ 1,032,840.00	\$ 2,092,000.00	\$ 1,237,000.00	
Electrical Package - CR540A BPS	\$ 1,228,770.00	\$ 1,967,500.00	\$ 1,306,000.00	
Electrical Package - Flow Meter Stations	\$ 1,074,790.00	\$ 1,389,500.00	\$ 1,125,000.00	
Bid Alternates				
Bid Document Requirements				
Bid Form	YES	YES	YES	
New Vendor Request Form	YES	YES	YES	
JV - As applicable	N/A	N/A	N/A	
PR - As applicable	N/A	N/A	N/A	
Qualifications Documents	YES	YES	YES	
Government-Wide Debarment and Suspension	YES	YES	YES	
Certification Regarding Lobbying	YES	YES	YES	
Bidder Confirmation of Completeness of Bid	YES	YES	YES	
VE, Cost Savings, & Substitution Optional Form	YES	YES	YES	
Bid Bond Form	YES	YES	YES	
Non-Collusion Affidavit	YES	YES	YES	
Drug-Free Workplace Certification	YES	YES	YES	
Trench Safety Act Form	YES	YES	YES	
Surety Bond Confirmation Letter	YES	YES	YES	
Additional Notes				
Bond %	1.5000%	1.5000%	1.5000%	0.0000%
Subtotal (Including Alternates):	\$ 3,977,255	\$ 6,100,000	\$ 4,418,000	\$ -
Bond:	\$ 59,659	\$ 91,500	\$ 66,270	\$ -
Adjustment:	\$ -	\$ -	\$ -	\$ -
Total Adjusted Scope:	\$ 4,036,914	\$ 6,191,500.00	\$ 4,484,270	\$ -

Recommend Cogburn Brothers as the lowest responsive bidder.

Pricing Summary

Subcontractor Bid
Evaluation and
Comparison Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

WP-04 Prestressed Concrete Tanks
540A & Auburndale Booster Pump Stations
PRWC
Thursday, April 23, 2026

Scope Item Description	Crom Corporation	Precon	
	Cliff Dykes	Patrick Wheeler	
	652-239-9165	352-284-6299	
	cdykes@CromCorp.com	pjw@precontanks.com	
Base Bid - Before Bid Alternates	\$ 1,964,000.00	\$ 1,762,000.00	\$ -
GST Package - Auburndale BPS	\$ 982,000.00	\$ 881,000.00	\$ -
GST Package - CR540A BPS	\$ 982,000.00	\$ 881,000.00	\$ -
	\$ -	\$ -	\$ -
	\$ -		
Bid Alternates			
Bid Document Requirements			
Bid Form	YES	YES	
New Vendor Request Form	YES	YES	
JV - As applicable	N/A	N/A	
PR - As applicable	N/A	N/A	
Qualifications Documents	YES	YES	
Government-Wide Debarment and Suspension	YES	YES	
Certification Regarding Lobbying	YES	YES	
Bidder Confirmation of Completeness of Bid	YES	YES	
VE, Cost Savings, & Substitution Optional Form	YES	YES	
Bid Bond Form	YES	YES	
Non-Collusion Affidavit	YES	YES	
Drug-Free Workplace Certification	YES	YES	
Trench Safety Act Form	YES	YES	
Surety Bond Confirmation Letter	YES	YES	
Additional Notes			
Bond %	Included in pricing	0.4500%	0.0000%
Subtotal (Including Alternates):	\$ 1,964,000	\$ 1,762,000	\$ -
Bond:	INCL	\$ 7,929.00	\$ -
Adjustment:		\$ -	\$ -
	\$ 1,964,000	\$ 1,769,929	0

Recommend Precon as the lowest responsive bidder.

Pricing Summary

Subcontractor Bid Evaluation and Comparison Sheet

Trade Description:
Project Name:
Owner:
Bid Date:

WP-05 I&C

540A & Auburndale Booster Pump Stations
PRWC

Thursday, April 23, 2026

Scope Item Description	GCS	Inframark	Revere
	Lily Vensel	Jean Mead	Chase Daly
	lvensel@generalcontrolsystems.com 863-398-0352	jean.mead@inframark.com 863-581-6865	cdaly@reverecontrol.com 863-670-4566
Base Bid - Before Bid Alternates	\$ 1,198,800.00	\$ 1,088,212.00	\$ 1,891,982.00
I&C Package Auburndale BPS	\$ 234,987.00	\$ 1,088,212.00	\$ 385,467.00
I&C Package CR 540A BPS	\$ 234,987.00		\$ 529,642.00
I&C Package Flow Meter Sites	\$ 728,826.00		\$ 976,873.00
Bid Alternates			
Bid Document Requirements			
Bid Form	YES	YES	YES
New Vendor Request Form	YES	YES	YES
JV - As applicable	N/A	N/A	N/A
PR - As applicable	N/A	N/A	N/A
Qualifications Documents	YES	YES	YES
Government-Wide Debarment and Suspension	YES	YES	YES
Certification Regarding Lobbying	YES	YES	YES
Bidder Confirmation of Completeness of Bid	YES	YES	YES
VE, Cost Savings, & Substitution Optional Form	N/A	N/A	N/A
Bid Bond Form	YES	YES	YES
Non-Collusion Affidavit	YES	YES	YES
Drug-Free Workplace Certification	YES	YES	YES
Trench Safety Act Form	YES	YES	YES
Surety Bond Confirmation Letter	YES	YES	YES
Additional Notes			
VCPs	X	\$ 11,192.00	\$ 11,192.00
Instruments	X	X	X
Spare parts	X	X	X
PLCs	X	X	X
Training/Testing	X	X	X
Sodium tank level switch	by tank supplier	by tank supplier	X
VT Scada	X		X
Vijeo		X	
Bond %	0.0000%	0.0000%	0.0000%
Subtotal (Including Alternates):	\$ 1,198,800.00	\$ 1,099,404.00	\$ 1,891,982.00
Bond:	INCL	INCL	INCL
Adjustment:	\$ -	\$ -	\$ -
Total Adjusted Scope:	\$ 1,198,800.00	\$ 1,099,404.00	\$ 1,891,982.00

Recommend GCS as best value responsive bidder. Utilizing a single integrator for the WPF, Booster Pump Stations, and Meter Stations will provide a coordinated and consistent integration approach across all facilities. This will reduce the potential for scope gaps, interface issues, and coordination conflicts, resulting in improved system performance and overall cost savings to the Owner

**BP-1** Booster PumpsAnalyzed by:
KMC

PROJECT: PRWC: BPS				Barney's Pumps	Tom Evans	CEJCO	DPX	Tencarva
				Matt Curis	Dennis Szczepanek	Yari Cabrera		
				863-655-8500	863-619-3789	678-377-3100		
SEC	DESCRIPTION	QTY	UM	Pentair Aurora	Integrity	Grundfos	NO BID	NO BID
	Bid Bond			Excluded	Excluded	Excluded		
	Non-Collusion Affidavit			Incl.	Incl.	Incl.		
	Drug Free Workplace Certification			Incl.	Incl.	Incl.		
	Agree to FWP T&Cs			Incl.	Incl.	Incl.		
	Acknowledgement of Addendums 1-4			Incl.	Incl.	Incl.		
	Surety Bond Conf Letter			Excluded	will provide at time of award	Excluded		
	Exh. G Fed Grant - Attach. B - Gov Wide Debarment and Suspension			Incl.	Incl.	Incl.		
	Exh. G Fed Grant - Attach. E - Cert Regarding Lobbying			Incl.	Incl.	Incl.		
	Trench Safety Act Form			Excluded	Excluded	Excluded		
	NSF 61 Certification			Incl.	Incl.	Incl.		
43 23 31.31	Scope Requirements:			Incl.	Quoted bid alternate	Incl.		
	Vertical In-Line Close Coupled Booster Pump	4	ea	\$77,525	Quoted bid alternate	\$88,834		
	Auburndale: PMP-91-01-10			Incl.	Quoted bid alternate	Incl.		
	Auburndale: PMP-91-02-10			Incl.	Quoted bid alternate	Incl.		
	CR 540A: FE-92-01-40			Incl.	Quoted bid alternate	Incl.		
	CR 540A: FE-92-02-41			Incl.	Quoted bid alternate	Incl.		
2.01	Manufacturer specified: Fairbanks Nijhuis, Pentair Aurora, Flowserve			Incl.	Quoted bid alternate	Excluded, quoted Grundfos		
2.04	Stainless fitted pump			Incl.	Quoted bid alternate	Incl.		
2.05	Pump Casing							
	Material: Cast Iron			Incl.	Quoted bid alternate	Incl.		
	Castings with suction and discharge taps			Drain tap incl.	Quoted bid alternate	??		
2.07	Pump Shafts: 304SS			Incl.	Quoted bid alternate	Excluded		
2.08	Seal Material: Carbon-ceramic/stainless steel			Incl.	Quoted bid alternate	??		
2.10	Finishes: Epoxy-polyurethane			Incl.	Quoted bid alternate	??		
2.11	Spare Parts			Incl.	Quoted bid alternate	Partial		
	(3) sets gaskets & o-rings, (1) set pump bearings, mech. seals, pump grease seals, motor grease seals			Incl.	Quoted bid alternate	Partial		
2.11	Special Tools			None required	Quoted bid alternate	None required		
3.03	Source Testing (factory acceptance tests)			Incl.	Quoted bid alternate	Incl.		
	Owner training: 2 days (4-hour sessions) per site - Total: 4 days (4-hr sessions)			Incl.	Quoted bid alternate	Incl.		
3.04	Pump Schedule							
	Pump rpm: 3550			Incl.	Quoted bid alternate	??		
	Flange Size: 2.5 inches			Incl.	Quoted bid alternate	Excluded		
	Flow: 573 USgpm @ 235 ft / 510 USgpm @230 ft			Excluded	Quoted bid alternate	??		
	50 HP			Incl.	Quoted bid alternate	Incl.		
	460V/3 Phase/60 Hz			Incl.	Quoted bid alternate	Incl.		
	NEMA Enclosure Type: TEFC			Incl.	Quoted bid alternate	??		
	Inverter duty rated			Incl.	Quoted bid alternate	??		
43 23 31.33	Scope Requirements: Bid Alternate			Quoted original spec	Incl.	Quoted original spec		
	Vertical Multistage Centrifugal Pumps	4	ea	Quoted original spec	\$135,415	Quoted original spec		
	PMP-91-01-10			Quoted original spec	Incl.	Quoted original spec		
	PMP-91-02-10			Quoted original spec	Incl.	Quoted original spec		
	PMP-92-01-10			Quoted original spec	Incl.	Quoted original spec		
	PMP-92-02-10			Quoted original spec	Incl.	Quoted original spec		
1.09	Spare Parts			Quoted original spec	Incl.	Quoted original spec		
	(1) for each pump - thrust bearing set, radial bearing set, motor bearing set of each type, pump impeller, mech. seal set			Quoted original spec	Incl.	Quoted original spec		
1.09	Special Tools			Quoted original spec	None required	Quoted original spec		

2.01	Manufacturer specified: Grundfos, Goulds, Ebara			Quoted original spec	Excluded	Quoted original spec		
2.02	Design and Performance Criteria							
	Pump head: 300 lb min flanges			Quoted original spec	Excluded	Quoted original spec		
	Shaft seal: cartridge type			Quoted original spec	Incl.	Quoted original spec		
	Pressure gauge @ suction & discharge			Quoted original spec	Excluded	Quoted original spec		
	Pressure switches			Quoted original spec	Excluded	Quoted original spec		
	Pump check valves			Quoted original spec	Excluded	Quoted original spec		
	Pump isolation valves			Quoted original spec	Excluded	Quoted original spec		
2.06	Source Testing (factory acceptance tests) - non witnessed			Quoted original spec	Incl.	Quoted original spec		
	Owner training: 2 days (4-hour sessions) per site - Total: 4 days (4-hr sessions)			Quoted original spec	Incl.	Quoted original spec		
3.05	Pump Schedule							
	Pump rpm: 3600			Quoted original spec	Excluded	Quoted original spec		
	Flange Size: 2.5 inches?			Quoted original spec	Excluded	Quoted original spec		
	Flow: 575 USgpm @ 190 ft			Quoted original spec	Incl.	Quoted original spec		
	50 HP			Quoted original spec	Incl.	Quoted original spec		
	460V/3 Phase/60 Hz			Quoted original spec	Incl.	Quoted original spec		
	NEMA Enclosure Type: TEFC			Quoted original spec	Incl.	Quoted original spec		
	Drive speed: 3600 rpm			Quoted original spec	Incl.	Quoted original spec		
	Inverter duty rated			Quoted original spec	Incl.	Quoted original spec		
	Pump material: 304SS			Quoted original spec	Incl.	Quoted original spec		
	Impeller material: 316SS			Quoted original spec	Excluded	Quoted original spec		
	Base Material: Cast Iron			Quoted original spec	Incl.	Quoted original spec		
	Anchor bolts	16	ea	\$800	\$800	\$800		
	- 316 SS			Incl.	by others	by others		
	Signed and Sealed Calculations: wekiva eng - 2 wk lead time			\$5,000	\$1,200	\$1,200		
	Submittals			\$5,000	Incl.	Incl.		
	Freight			Incl.	\$2,385	\$3,000		
	Installation Assistance, Startup, Commissioning, Training			\$10,000	\$12,000	\$6,400		
	Warranty & All Post Startup Services			Incl.	Incl.	Incl.		
	- Warranty per Spec 01_78_36 - Manufacturer 1 year minimum warranty; to commence on date of substantial completion; (Separate from Contractor Gen Warranty)			5 year from date of manufacture	1 year from start up / 18 months from date of shipment	2 years from start up / 30 months from shipment		
	Submittal Lead Time			6 weeks	4 weeks	8 weeks		
	Delivery Lead Time			~20 weeks	16 weeks	32 weeks		
	Terms Issues?			\$5,000	No	\$5,000		
	SUBTOTAL			103,325	151,800	105,234		-
	7% SALES TAX			7,233	10,626	7,366		-
	TOTAL			110,558	162,426	112,600		-

Barney's Pumps	\$ 110,558
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BP-2 Chemical Metering Pumps

Analyzed by:

KMC

PROJECT: PRWC: BPS		FWP IN BID		TSC jacobs Duggan Jacobs 727-278-4973	H2sOolutions David Ramsey 863-251-4005	Hudson Pumps
SEC	DESCRIPTION	QTY	UM	135,000	80,154	NO BID
43 33 10.02	Bid Bond				NO	
	Non-Collusion Affidavit				INC	
	Drug Free Workplace Certification				INC	
	Agree to FWP T&Cs				INC	
	Acknowledgement of Addendums 1-4				1&2	
	Surety Bond Conf Letter				NO	
	Exh. G Fed Grant - Attach. B - Gov Wide Debarment and Suspension				INC	
	Exh. G Fed Grant - Attach. E - Cert Regarding Lobbying				INC	
	Trench Safety Act Form				NO	
	NSF 61 Certification				INC	
	Duplex Peristaltic Tubing Pumps	4	EA	135,000	73,504	
	Variable Speed Motor			INC	INC	
	External VFD				INC	
	Calibration Column			INC	INC	
	Check Valves/Diaphragm Not Permitted			INC	INC	
	Dry Self Priming				INC	
	3 Port Discharge PRV			INC	INC	
	15 Foot Power Chord				INC	
	I/O Capability				INC	
	Flexible S/D Piping				INC	
	NEMA 4X Enclosure			INC	INC	
	Spare Parts			Partial	6,012	
	Startup/Commissioning			INC	INC	
	MAG FLOW METER	2	EA	INC	14,155	
	MANUFACTURER			OTHER	SPECED	
	Anchor Bolts	1	LS		INC	
	Submittals	1	LS	INC	1,650	
	Freight	1	LS	INC	2,000	
	Installation Assistance, Startup, Commissioning, Training	1	LS	INC	3,000	
	Warranty & All Post Startup Services	1	LS	INC	INC	
	- Warranty per Spec 01_78_36 - Manufacturer 1 year minimum warranty; to commence on date of substantial completion; (Separate from Contractor Gen Warranty)			5 year	INC	
	Submittal Lead Time			3-5 weeks	3 weeks	
	Delivery Lead Time			14-16 ARO	8 weeks	
	Price Good Until ___?					
	SUBTOTAL			135,000	100,320	-
	7% SALES TAX			9,450	7,022	-
TOTAL				144,450	107,343	-

H2sOolutions \$ 107,342.87



BP-3 Poly Tanks

Analyzed by:

KMC

PROJECT: PRWC: BPS		FWP IN BID		H2sOolutions	TSC Jacobs	Guardian	CEJCO
				David Ramsey	Duggan Jacobs	Wade Wood	Ozzy Castellanos
				863-251-4005	727-278-4973	321-299-2395	678-449-2139
SEC	DESCRIPTION	QTY	UM	69,228	150,240	145,779	28,668
	Bid Bond			No	No		No
	Non-Collusion Affidavit			INC	No	INC	INC
	Drug Free Workplace Certification			INC	No	INC	INC
	Agree to FWP T&Cs			INC	No	INC	Same as WPF
	Acknowledgement of Addendums 1-4			1&2	No	1-3	INC
	Surety Bond Conf Letter			No	No	No	No
	Exh. G Fed Grant - Attach. B - Gov Wide Debarment and Suspension			No	No	No	INC
	Exh. G Fed Grant - Attach. E - Cert Regarding Lobbying			NO	No	No	INC
	Trench Safety Act Form			No	No	No	No
	NSF 61 Certification						
	500 Gal Tanks	4	EA	64,728	150,240	145,779	22,768
	Meet Spec					1" too tall	NO
	Manufacturer			Poly Processing	Assman	Assman	Poly Processing
	Factory Test Report			INC	INC	INC	INC
	304 SSTL Wind Load Restraint			INC	INC	INC	2,680
	FLG Flex Connectors			INC	INC	INC	INC
	Fitting Connections			INC	INC	INC	INC
	Openings			INC	INC	INC	17" Manway
	Insulation			NOT REQ	NOT REQ	NOT REQ	NOT REQ
	Heat Tracing			NOT REQ	NOT REQ	NOT REQ	NOT REQ
	Temp Control			INC	INC	EXC	EXC
	Ladder & Platform			INC	INC	EXC	EXC
	Level Gauge			2,000	INC	INC	INC
	Vent			INC	INC	INC	INC
	Level Sensor			5,000	INC	INC	6,000
	Anchor Bolts			800	800	800	800
	Submittals	1	LS	INC	INC	400	INC
	Freight	1	LS	4,500	INC	2,800	4,300
	Installation Assistance, Startup, Commissioning, Training	1	LS	INC	INC	700	3,200
	Warranty & All Post Startup Services	1	LS	INC	INC	INC	
	- Warranty per Spec 01_78_36 - Manufacturer 5 year minimum warranty; to commence on date of substantial completion; (Separate from Contractor Gen Warranty)			INC	INC	INC	5 year from delivery
	Submittal Lead Time			3 weeks			8 weeks
	Delivery Lead Time			8 weeks		12 weeks	20 ARO
	Terms Issues?			No	No	No	5,000
	SUBTOTAL			77,028	151,040	150,479	44,748
	7% SALES TAX			5,392	10,573	10,534	3,132
	TOTAL			82,420	161,613	161,013	47,880

CEJCO \$ 47,880

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

General:

- GMP and project schedule provided are contingent on SETM and WPF scopes of work. For full acceptance of Booster Pump Stations SETM AND WPF are required to be substantially completed. The schedule provided is preliminary and will be updated once IFC drawings are issued.
- Testing and Inspection Fees exceeding \$30,000 are to be paid for by PRWC.
- Permit costs exceeding \$20,000 are to be paid for by PRWC.
- Permanent Power Fees exceeding \$100,000 are to be paid for by PRWC.
- Unsuitable Soil costs exceeding \$25,000 are to be paid by PRWC.
- Chemicals costs for startup and initial fill exceeding \$10,000 are to be paid by PRWC.
- Construction Water costs exceeding \$50,000 are to be paid for by PRWC.
- Gopher Tortoise Relocation Fees exceeding \$75,000 are to be paid for by PRWC.
- FWP has carried \$40,000 for qty (1) each 8" Pressure Sustaining Valve at each of the Booster Pump Stations per TeamOne request. Costs for these valves exceeding \$75,000 are to be paid for by PRWC
- FWP has all temporary power costs included in the GMP.
- The GMP is based on a NTP date of October 5, 2026. An administrative NTP is requested on August 28, 2026 after board approval to allow for purchase orders and subcontracts to be issued.
- FM Global requirements that are not incorporated into the bidding documents and design are excluded. Notes or statements that place FWP in position to determine what FM Global requirements may be required in addition to the design docs are likewise excluded.
- Start-up services are included in the GMP.
- No costs are included for any and all travel expenses associated with any witness testing requirements.
- FWP has not included any cost or time allowance that can be added by PRWC at their discretion. Any additional time allowance PRWC adds will be evaluated and additional costs will be provided.
- FWP has not carried costs for a dedicated Commissioning Coordinator as required in spec section 01 75 17. FWP plans to have the staff carried in our GC's perform the duties required for commissioning.
- It is assumed that startup to achieve substantial completion is defined as each Booster Pump Station operating 8 hours per day for 14 consecutive dates. It is assumed water can be recirculated during this startup period to avoid discharging water on the site.
- At the time that the Work is completed onsite, excluding functional testing, FWP will request a preliminary punch list walkthrough of the BPS facilities and for all the work associated with GMP-7 independent of substantial completion.

- FWP will not be responsible for paying builders risk deductibles and CMAR Contingency will not be utilized to pay for deductibles in the event of a claim.

Concrete:

- Concrete mix designs are not NSF61 certified.

Electrical:

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

Irrigation and Landscaping:

- A budget of \$100,000 is included in the GMP for completion of the irrigation and landscaping scope of work at each Booster Pump Station which will be coordinated later during construction. It is assumed the Meter Stations will not require landscaping. Any additional costs exceeding the budget will be covered by the CMAR contingency.

Plant Contractor:

1. Plant contractor bid did include furnish and install of all chemicals required for start-up and initial fill. These costs are carried as an allowance as referenced in the general section above.
2. Insurance deductibles are not included.

Process Equipment:

- A separate document will be provided including all process equipment selected with backup proposals delineating any specification deviations that are included. Any deviations not acceptable to the Owner or Engineer, FWP will utilize the CMAR contingency to cover any additional costs as a result of the submittal review.
- “Or Equal” process equipment has been selected and carried in the GMP for best value. During the submittal phase of the project, if Engineer or Owner determines the selected equipment is not an “Or Equal”, FWP will utilize the CMAR contingency to cover the cost of changing the process equipment.
- All heat tracing of chemical tanks and piping is excluded.
- Ladders and platforms for chemical tanks are excluded.

Site Work:

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



Section 7: BPS – CPM Schedule

Please see the following pages for the CPM Schedule for GMP-7. This is preliminary and based on the CMAR's overall project schedule. Project schedules from successful bidders will be requested and submitted following final IFC drawings.



Section 8: Appendix– Good Faith Effort, Market Analysis, & No Bid Forms

GMP-7 Booster Pump and Meter Stations Good Faith Effort Report

Timestamp	Company	Name	Email	Phone	Bid Package	Communication Type	Subject	Bidding Status	Address
Mar 10, 2026 at 1:31 PM EDT	Exceletech Coating & Applications	Ben Muzia	ben@excelcoatings.com	+1 352-267-7927	Coatings	Bid Invite	Invitation to Bid	BID_SUBMITTED	221 U.S. 27, Suite I, Clermont, FL 34711, United States of America
Mar 10, 2026 at 1:31 PM EDT	Exceletech Coating & Applications	Rick Scruggs	rick@excelcoatings.com	+1 407-466-4429	Coatings	Bid Invite	Invitation to Bid	BID_SUBMITTED	221 U.S. 27, Suite I, Clermont, FL 34711, United States of America
Mar 10, 2026 at 1:31 PM EDT	Exceletech Coating & Applications	Nolan Schaubert	nolan@excelcoatings.com	+1 813-267-5355	Coatings	Bid Invite	Invitation to Bid	BID_SUBMITTED	221 U.S. 27, Suite I, Clermont, FL 34711, United States of America
Mar 10, 2026 at 1:31 PM EDT	Cypress Construction and Coatings	Autumn Collins	autumn@cypresccc.net	+1 225-603-4102	Coatings	Bid Invite	Invitation to Bid	BID_SUBMITTED	Lehigh Acres, FL, USA
Mar 10, 2026 at 1:31 PM EDT	Cypress Construction and Coatings	Celia Westrick	celia@cypresccc.net	+1 239-440-9248	Coatings	Bid Invite	Invitation to Bid	BID_SUBMITTED	Lehigh Acres, FL, USA
Mar 10, 2026 at 1:31 PM EDT	Universal Painting	John Aldrich	jpa@uipcl.com		Coatings	Bid Invite	Invitation to Bid	BIDDING	3810 Drane Field Rd, Suite 3, Lakeland, FL 33811, USA
Mar 10, 2026 at 1:31 PM EDT	Universal Painting	Drew Aldrich	dca@uipcl.com	+1 813-263-6632	Coatings	Bid Invite	Invitation to Bid	BIDDING	3810 Drane Field Rd, Suite 3, Lakeland, FL 33811, USA
Mar 10, 2026 at 1:31 PM EDT	Universal Painting	Michael Allison	mga@uipcl.com	+1 407-376-3404	Coatings	Bid Invite	Invitation to Bid	BIDDING	3810 Drane Field Rd, Suite 3, Lakeland, FL 33811, USA
Mar 10, 2026 at 1:31 PM EDT	Universal Painting	Justin Ishmael	jsi@uipcl.com	+1 863-397-8258	Coatings	Bid Invite	Invitation to Bid	BIDDING	3810 Drane Field Rd, Suite 3, Lakeland, FL 33811, USA
Mar 10, 2026 at 1:31 PM EDT	Universal Painting	Joshua Nickerson	jan@uipcl.com	+1 727-423-5513	Coatings	Bid Invite	Invitation to Bid	UNKNOWN	3810 Drane Field Rd, Suite 3, Lakeland, FL 33811, USA
Mar 10, 2026 at 1:31 PM EDT	Unknown Company		tdundas@garney.com		Coatings	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:31 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Coatings	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Gerald Mendez	geraldtscjn@verizon.net	+1 813-242-2660	Chemical Metering Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Duggan Jacobs	djacobs@tscjacobs.com	+1 813-888-5556	Chemical Metering Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Gerald Mendez	gmendez@tscjacobs.com	+1 813-625-3318	Chemical Metering Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Lisa Wallace	lwallace@tscjacobs.com	+1 678-773-0711	Chemical Metering Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	Coastal Reliability Solutions LLC	Coastal Reliability	customerservice@coastalreliability.com	+1 813-749-7168	Chemical Metering Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	205 Tower Dr, Oldsmar, FL 34677, USA
Mar 10, 2026 at 1:31 PM EDT	H2O Solutions Inc	Tom Rohr	trohr@h2osolutionsinc.com	+1 215-721-9300 ext. 109	Chemical Metering Pumps	Bid Invite	Invitation to Bid	NOT_BIDDING	200 Emlen Way, Telford, PA 18969, USA
Mar 10, 2026 at 1:31 PM EDT	H2O Solutions Inc	Todd Clemmer	tclemmer@h2osolutionsinc.com	+1 215-721-9300 ext. 119	Chemical Metering Pumps	Bid Invite	Invitation to Bid	NOT_BIDDING	200 Emlen Way, Telford, PA 18969, USA
Mar 10, 2026 at 1:31 PM EDT	H2O Solutions Inc	Brandon Layer	blayer@h2osolutionsinc.com	+1 215-721-9300 ext. 120	Chemical Metering Pumps	Bid Invite	Invitation to Bid	NOT_BIDDING	200 Emlen Way, Telford, PA 18969, USA
Mar 10, 2026 at 1:31 PM EDT	Hudson Pump & Associates		info@hudsonpump.com		Chemical Metering Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3524 Craftsman Blvd, Lakeland, FL 33803, USA
Mar 10, 2026 at 1:31 PM EDT	Hudson Pump & Associates	Robert Maxwell	rmaxwell@tencarva.com	+1 863-559-3421	Chemical Metering Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3524 Craftsman Blvd, Lakeland, FL 33803, USA
Mar 10, 2026 at 1:31 PM EDT	Hudson Pump & Associates	Todd Noderer	tnoderer@tencarva.com	+1 863-665-7867	Chemical Metering Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3524 Craftsman Blvd, Lakeland, FL 33803, USA
Mar 10, 2026 at 1:31 PM EDT	Hudson Pump & Associates	Matthew Davis	matt.davis@tencarva.com	+1 904-676-1798	Chemical Metering Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3524 Craftsman Blvd, Lakeland, FL 33803, USA
Mar 10, 2026 at 1:31 PM EDT	Unknown Company		tdundas@garney.com		Chemical Metering Pumps	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:31 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Chemical Metering Pumps	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:31 PM EDT	Carl Eric Johnson Inc	Clifford Allen	callen@cejco.net	+1 813-952-4423	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	5385 Gateway Blvd, Suite 6, Lakeland, FL 33811, USA
Mar 10, 2026 at 1:31 PM EDT	Carl Eric Johnson Inc	Kevin Eisert	keisert@cejco.net	+1 937-469-6104	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	1725 Macleod Dr, Lawrenceville, GA 30043, USA
Mar 10, 2026 at 1:31 PM EDT	Guardian Equipment Inc	Alan Cliburn	alan@guardianequipment.net	+1 407-936-2216	Poly Tanks	Bid Invite	Invitation to Bid	BIDDING	330 Hickman Dr, Sanford, FL 32771, USA
Mar 10, 2026 at 1:31 PM EDT	Guardian Equipment Inc	Mark Cliburn	mark@guardianequipment.net		Poly Tanks	Bid Invite	Invitation to Bid	BIDDING	330 Hickman Dr, Sanford, FL 32771, USA
Mar 10, 2026 at 1:31 PM EDT	Guardian Equipment Inc	Kim Newman	kim@guardianequipment.net	+1 407-936-2216	Poly Tanks	Bid Invite	Invitation to Bid	BIDDING	Antarctica
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Gerald Mendez	geraldtscjn@verizon.net	+1 813-242-2660	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Duggan Jacobs	djacobs@tscjacobs.com	+1 813-888-5556	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	TSC Jacobs	Gerald Mendez	gmendez@tscjacobs.com	+1 813-625-3318	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	11021 Countryway Blvd, Tampa, FL 33626, USA
Mar 10, 2026 at 1:31 PM EDT	CROM LLC	Cameron Kenyon	ckenyon@cromcorp.com	+1 352-440-1721	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	250 Southwest 36 Terrace, Gainesville, FL 32607 US
Mar 10, 2026 at 1:31 PM EDT	Unknown Company		tdundas@garney.com		Poly Tanks	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:31 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Poly Tanks	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:32 PM EDT	Cogburn Bros, Inc.	Doug Fields	dfields@cogburnbros.com	+1 904-358-7344	Electrical	Bid Invite	Invitation to Bid	BIDDING	3300 Faye Road, Jacksonville, FL 32226, USA
Mar 10, 2026 at 1:32 PM EDT	Cogburn Bros, Inc.	Mike Kistner	mkistner@cogburnbros.com		Electrical	Bid Invite	Invitation to Bid	BIDDING	3300 Faye Road, Jacksonville, FL 32226, USA
Mar 10, 2026 at 1:32 PM EDT	B.L. Smith Electric, Inc.	Darren Sellers	darren@blsmithelectric.com	+1 863-557-8781	Electrical	Bid Invite	Invitation to Bid	NOT_BIDDING	29716 US-27, Dundee, FL 33838, USA
Mar 10, 2026 at 1:32 PM EDT	North Lake Electric	Ryan Strong	rstrong@northlakeelectricinc.com	+1 352-267-2501	Electrical	Bid Invite	Invitation to Bid	BIDDING	116 West Kings Highway, Center Hill, FL 33514, United States of America
Mar 10, 2026 at 1:32 PM EDT	North Lake Electric	Ken Harned	kharned@northlakeelectricinc.com	+1 352-801-4702	Electrical	Bid Invite	Invitation to Bid	BIDDING	116 West Kings Highway, Center Hill, FL 33514, United States of America
Mar 10, 2026 at 1:32 PM EDT	North Lake Electric	Jorge Torres	jtorres@northlakeelectricinc.com		Electrical	Bid Invite	Invitation to Bid	BIDDING	116 West Kings Highway, Center Hill, FL 33514, United States of America
Mar 10, 2026 at 1:32 PM EDT	Electric Services, Inc.	Barry Young	byoung@electric-services.com	+1 407-859-8801	Electrical	Bid Invite	Invitation to Bid	BIDDING	7501 Currency Dr, Orlando, FL 32809, USA
Mar 10, 2026 at 1:32 PM EDT	Electric Services, Inc.	Chris Kable	ckable@electric-services.com	+1 407-859-8801	Electrical	Bid Invite	Invitation to Bid	BIDDING	7501 Currency Dr, Orlando, FL 32809, USA
Mar 10, 2026 at 1:32 PM EDT	Electric Services, Inc.	Wayne Hyatt	whyatt@electric-services.com	+1 352-267-3443	Electrical	Bid Invite	Invitation to Bid	BIDDING	1746 US-441, Leesburg, FL 34748, USA
Mar 10, 2026 at 1:32 PM EDT	Unknown Company		tdundas@garney.com		Electrical	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:32 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Electrical	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:32 PM EDT	PreCon Corp	Mort Vineyard	mjv@precontanks.com	+1 352-332-1200	Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	115 SW 140th Terrace, Newberry, FL 32669, USA
Mar 10, 2026 at 1:32 PM EDT	PreCon Corp		info@precontanks.com		Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	115 SW 140th Terrace, Newberry, FL 32669, USA
Mar 10, 2026 at 1:32 PM EDT	PreCon Corp	Kurt Linebarger	kal@precontanks.com	+1 352-332-1200	Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	115 SW 140th Terrace, Newberry, FL 32669, USA
Mar 10, 2026 at 1:32 PM EDT	CROM LLC	Brett Bohannon	bfb@cromcorp.com (Invalid Email)	+1 352-514-1035	Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	BIDDING	250 Southwest 36th Terrace, Gainesville, FL 32607, United States of America
Mar 10, 2026 at 1:32 PM EDT	CROM LLC	Christopher Nevins	cnevins@cromcorp.com (Invalid Email)		Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	BIDDING	250 Southwest 36th Terrace, Gainesville, FL 32607, United States of America
Mar 10, 2026 at 1:32 PM EDT	Unknown Company		tdundas@garney.com		Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:32 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:32 PM EDT	Revere Control Systems, LLC	Nathan Chui	nchui@reverecontrol.com	+1 727-366-0639	I&C	Bid Invite	Invitation to Bid	BIDDING	4245 Pipkin Road South, Lakeland, FL 33811, United States of America
Mar 10, 2026 at 1:32 PM EDT	Revere Control Systems, LLC	Nan Johnson	fl-sales@reverecontrol.com	+1 205-824-0004	I&C	Bid Invite	Invitation to Bid	BIDDING	5201 Princeton Way, Hoover, AL 35226, United States of America
Mar 10, 2026 at 1:32 PM EDT	Revere Control Systems, LLC	Clare Connelly	cconnelly@reverecontrol.com	+1 863-940-5120	I&C	Bid Invite	Invitation to Bid	BIDDING	4245 Pipkin Road South, Lakeland, FL 33811, United States of America
Mar 10, 2026 at 1:32 PM EDT	Revere Control Systems, LLC	Nan Johnson	muni-sales@reverecontrol.com	+1 205-824-0004	I&C	Bid Invite	Invitation to Bid	BIDDING	5201 Princeton Way, Hoover, AL 35226, United States of America
Mar 10, 2026 at 1:32 PM EDT	General Control Systems Inc.	Eric Sullivan	esullivan@generalcontrolsystems.com	+1 863-250-8069 ext. 401	I&C	Bid Invite	Invitation to Bid	BIDDING	3520 Airport Road, Lakeland, FL 33811, United States of America
Mar 10, 2026 at 1:32 PM EDT	General Control Systems Inc.	Lily Vensel	lweaver@generalcontrolsystems.com	+1 863-250-1632	I&C	Bid Invite	Invitation to Bid	BIDDING	3520 Airport Road, Lakeland, FL 33811, United States of America
Mar 10, 2026 at 1:32 PM EDT	General Control Systems Inc.	Nathalie Collado	ncollado@generalcontrolsystems.com	+1 347-269-9241	I&C	Bid Invite	Invitation to Bid	BIDDING	3520 Airport Road, Lakeland, FL 33811, United States of America
Mar 10, 2026 at 1:32 PM EDT	Inframark	Jean Mead	jean.mead@inframark.com	+1 863-581-6865	I&C	Bid Invite	Invitation to Bid	BID_SUBMITTED	1185 Beaver Ruin Road, Suite A, Norcross, GA 30093, United States of America
Mar 10, 2026 at 1:32 PM EDT	Inframark	Kyle Hady	kyle.hady@inframark.com		I&C	Bid Invite	Invitation to Bid	BID_SUBMITTED	1185 Beaver Ruin Road, Suite A, Norcross, GA 30093, United States of America
Mar 10, 2026 at 1:32 PM EDT	Unknown Company		tdundas@garney.com		I&C	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:32 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	I&C	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:32 PM EDT	Carter & VerPlanck, a DXP Company	Brandon Lang	blang@cviwater.com	+1 813-481-5200	Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	4910 W Cypress St, Tampa, FL 33607, USA

GMP-7 Booster Pump and Meter Stations Good Faith Effort Report

Timestamp	Company	Name	Email	Phone	Bid Package	Communication Type	Subject	Bidding Status	Address
Mar 10, 2026 at 1:32 PM EDT	Barneys Pumps Inc.	Matt Curls	curlsm@barneypumps.com	+1 863-665-8500	Booster Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	Lakeland, FL 33812, USA
Mar 10, 2026 at 1:32 PM EDT	Barneys Pumps Inc.		info@barneypumps.com (Invalid Email)		Booster Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	Lakeland, FL 33812, USA
Mar 10, 2026 at 1:32 PM EDT	Barneys Pumps Inc.	Robbie Pearce	pearcer@barneypumps.com	+1 863-665-8500	Booster Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	Lakeland, FL 33812, USA
Mar 10, 2026 at 1:32 PM EDT	Barneys Pumps Inc.	Wade Carreno	carrenow@barneypumps.com		Booster Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	Lakeland, FL 33812, USA
Mar 10, 2026 at 1:32 PM EDT	Barneys Pumps Inc.	Jacob Orsini	orsinij@barneypumps.com		Booster Pumps	Bid Invite	Invitation to Bid	UNKNOWN	Lakeland, FL 33812, USA
Mar 10, 2026 at 1:32 PM EDT	Unknown Company		tdundas@garney.com		Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:32 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 1:32 PM EDT	Prime Construction Group		estimating@primeconstructiongroup.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	1000 Jetstream Drive, Orlando, FL 32824, United States of America
Mar 10, 2026 at 1:32 PM EDT	Prime Construction Group		zfields@primeconstructiongroup.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	1000 Jetstream Drive, Orlando, FL 32824, United States of America
Mar 10, 2026 at 1:32 PM EDT	Prime Construction Group, Inc.	Jamie Hart	estimating@pcginc.org	+1 386-275-7179	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	1000 Jetstream Drive, Orlando, FL 32824, United States of America
Mar 10, 2026 at 1:32 PM EDT	Prime Construction Group, Inc.	mark allen	mallen@pcginc.org	+1 321-229-8336	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	1000 Jetstream Drive, Orlando, FL 32824, United States of America
Mar 10, 2026 at 1:32 PM EDT	Vogel Bros. Building Co	Darren Vogel	darrenvogel@vogelbldg.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Lakeland, FL, US
Mar 10, 2026 at 1:32 PM EDT	Vogel Bros. Building Co	Jason Courtney	jcourtney@vogelbldg.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Lakeland, FL, US
Mar 10, 2026 at 1:32 PM EDT	L7 CONSTRUCTION	Brian Brach	bbrach@l7constructs.com	+1 321-972-9325	Pump Stations	Bid Invite	Invitation to Bid	NOT_BIDDING	275 Hunt Park Cove, Longwood, FL 32750, United States of America
Mar 10, 2026 at 1:32 PM EDT	L7 CONSTRUCTION		estimating@l7constructs.com		Pump Stations	Bid Invite	Invitation to Bid	NOT_BIDDING	275 Hunt Park Cove, Longwood, FL 32750, United States of America
Mar 10, 2026 at 1:32 PM EDT	L7 CONSTRUCTION	Brett Lefever	blefever@l7constructs.com		Pump Stations	Bid Invite	Invitation to Bid	NOT_BIDDING	275 Hunt Park Cove, Longwood, FL 32750, United States of America
Mar 10, 2026 at 1:32 PM EDT	PCL Construction Services, Inc.	Cooper Chesebro	cchesebro@pcl.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Orlando, FL, United States of America
Mar 10, 2026 at 1:32 PM EDT	PCL Construction Services, Inc.	Felipe Martinez	fmartinez@pcl.com	+1 407-868-1522	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Orlando, FL, United States of America
Mar 10, 2026 at 1:32 PM EDT	PCL Construction Services, Inc.	Wade Brooks	bwbrooks@pcl.com	+1 321-229-8668	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Orlando, FL, United States of America
Mar 10, 2026 at 1:32 PM EDT	PCL Construction	Kevin Guerra	kguerra@pcl.com	+1 689-237-7338	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Orlando, FL, US
Mar 10, 2026 at 1:32 PM EDT	Archer Western Construction	Joel Covitz	jdcovitz@walshgroup.com	+1 813-495-4086	Pump Stations	Bid Invite	Invitation to Bid	NOT_BIDDING	1315 East 7th Avenue, Tampa, FL 33605, United States of America
Mar 10, 2026 at 1:32 PM EDT	Archer Western Construction	Justin Quary	jquary@walshgroup.com	+1 656-900-2759	Pump Stations	Bid Invite	Invitation to Bid	NOT_BIDDING	1315 East 7th Avenue, Tampa, FL 33605, United States of America
Mar 10, 2026 at 1:32 PM EDT	Archer Western Construction	Kyle Hislop	khislop@walshgroup.com	+1 813-785-2877	Pump Stations	Bid Invite	Invitation to Bid	NOT_BIDDING	1315 East 7th Avenue, Tampa, FL 33605, United States of America
Mar 10, 2026 at 1:32 PM EDT	Garney Companies, Inc	Michael Parrish	mparrish@garney.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	370 East Crown Point Road, Winter Garden, FL 34787, United States of America
Mar 10, 2026 at 1:32 PM EDT	Kiewit	Abby Conner	abby.conner@kiewit.com	+1 813-337-5223	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	5405 Cypress Center Dr, Suite 210, Tampa, FL 33609, USA
Mar 10, 2026 at 1:32 PM EDT	Kiewit	Bo Thompson	bo.thompson@ticus.com	+1 912-429-5191	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	205 Hutchinson Island Road, Savannah, GA 31421, United States of America
Mar 10, 2026 at 1:32 PM EDT	Kiewit	Benjamin Morgan	benjamin.morgan2@kiewit.com	+1 954-832-1624	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	6301 NW 5th Way, 3200, Ft Lauderdale, FL 33309, United States of America
Mar 10, 2026 at 1:32 PM EDT	Kiewit	Chris Beaudoin	christine.beaudoin@kiewit.com	+1 407-563-7533	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	6200 Lee Vista Boulevard, Suite 100, Orlando, FL 32822, United States of America
Mar 10, 2026 at 1:32 PM EDT	Kiewit	Cody Wilson	cody.wilson@ticus.com	+1 912-663-3201	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	205 Hutchinson Island Road, Savannah, GA 31421, United States of America
Mar 10, 2026 at 1:32 PM EDT	TLC Diversified		dhughes@tlcdiversified.com (Invalid Email)		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	2719 17th St E, Palmetto, FL 34221, USA
Mar 10, 2026 at 1:32 PM EDT	TLC Diversified	Estimating TLC Diversified	contact@tlcdiversified.com	+1 941-722-0621	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	2719 17th St E, Palmetto, FL 34221, USA
Mar 10, 2026 at 1:32 PM EDT	TLC Diversified	Linda Moore	lmoore@tlcdiversified.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	2719 17th St E, Palmetto, FL 34221, USA
Mar 10, 2026 at 1:32 PM EDT	Petticoat Schmitt Civil Contractors, Inc.	Lori Keller	lkeller@petticoatschmitt.com	+1 904-751-0888	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	8014 Bayberry Road, Jacksonville, FL 32256, United States of America
Mar 10, 2026 at 1:32 PM EDT	Petticoat Schmitt Civil Contractors, Inc.	Charles Tofferi	ctofferi@petticoatschmitt.com	+1 904-647-9774	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	8014 Bayberry Road, Jacksonville, FL 32256, United States of America
Mar 10, 2026 at 1:32 PM EDT	Unknown Company	Bryson Hand	bhand@petticoatschmitt.com		Pump Stations	Bid Invite	Invitation to Bid	UNKNOWN	
Mar 10, 2026 at 1:32 PM EDT	Unknown Company		kbryan@petticoatschmitt.com (Invalid Email)		Pump Stations	Bid Invite	Invitation to Bid	UNKNOWN	
Mar 10, 2026 at 1:32 PM EDT	Unknown Company		tdundas@garney.com		Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	
Mar 10, 2026 at 1:32 PM EDT	Wharton Smith, Inc.	jason pecket	jpecket@whartonsmith.com	+1 813-340-6601	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	750 Monroe Road, Sanford, FL 32771, United States of America
Mar 10, 2026 at 2:48 PM EDT	Tencarva	Pedro Cabal	pablo.cabal@tencarva.com	+1 863-370-0525	Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3524 Craftsman Boulevard, Lakeland, FL 33803, United States of America
Mar 10, 2026 at 2:48 PM EDT	Tencarva	john rhyne	jrhyne@tencarva.com	+1 770-851-6862	Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	5320 Lake Pointe Center Drive, Suite D, Cumming, GA 30041, United States of America
Mar 10, 2026 at 2:49 PM EDT	Tom Evans Environmental, Inc.	Dennis Szczepanek	ds@tomevans.com	+1 863-619-3789	Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3200 Flightline Dr, 302, Lakeland, FL 33811, USA
Mar 10, 2026 at 2:49 PM EDT	Tom Evans Environmental, Inc.	THOMAS EVANS	te@tomevans.com		Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	3200 Flightline Dr, 302, Lakeland, FL 33811, USA
Mar 10, 2026 at 2:49 PM EDT	Carl Eric Johnson Inc	Kevin Eisert	keisert@cejco.net	+1 937-469-6104	Booster Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	1725 Macleod Dr, Lawrenceville, GA 30043, USA
Mar 10, 2026 at 2:50 PM EDT	Carl Eric Johnson Inc	Clifford Allen	callen@cejco.net	+1 813-952-4423	Booster Pumps	Bid Invite	Invitation to Bid	BID_SUBMITTED	5385 Gateway Blvd, Suite 6, Lakeland, FL 33811, USA
Mar 10, 2026 at 2:50 PM EDT	Unknown Company	whaynes waynes	whaynes@cejco.com		Booster Pumps	Bid Invite	Invitation to Bid	UNKNOWN	
Mar 11, 2026 at 3:04 PM EDT	Unknown Company	Scott Burdick	sburdick@petticoatschmitt.com		Pump Stations	Bid Invite	Invitation to Bid	UNKNOWN	
Mar 11, 2026 at 3:04 PM EDT	Unknown Company	Deanna Yoders	dyoders@petticoatschmitt.com		Pump Stations	Bid Invite	Invitation to Bid	UNKNOWN	
Mar 12, 2026 at 6:49 AM EDT	Electric Services, Inc.	Caleb Hyatt	chyatt@electric-services.com	+1 863-697-3399	Electrical	Bid Invite	Invitation to Bid	BIDDING	1746 US-441, Leesburg, FL 34748, USA
Mar 12, 2026 at 6:49 AM EDT	Electric Services, Inc.	Greg Kirk	gkirk@electric-services.com	+1 352-787-1322	Electrical	Bid Invite	Invitation to Bid	BIDDING	1746 US-441, Leesburg, FL 34748, USA
Mar 12, 2026 at 6:50 AM EDT	Electric Services, Inc.	Greg Kirk	gakirk1@juno.com	+1 352-787-1322 ext. 218	Electrical	Bid Invite	Invitation to Bid	BIDDING	1746 US-441, Leesburg, FL 34748, USA
Mar 12, 2026 at 2:24 PM EDT	Wharton Smith, Inc.	Sean White	swhite@whartonsmith.com	+1 407-321-8410	Booster Pumps	Bid Invite	Invitation to Bid	UNDECIDED	Deltona, FL, United States of America
Mar 12, 2026 at 2:53 PM EDT	Wharton Smith, Inc.	Dawn Crary	envestimating@whartonsmith.com	+1 407-321-8410 ext. 3324	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	5601 77 Center Drive, Charlotte, NC 28217, United States of America
Mar 12, 2026 at 2:53 PM EDT	Wharton Smith, Inc.	Sean White	swhite@whartonsmith.com	+1 407-321-8410	Pump Stations	Bid Invite	Invitation to Bid	UNDECIDED	Deltona, FL, United States of America
Mar 19, 2026 at 11:02 AM EDT	CROM LLC	bids@cromcorp.com	bids@cromcorp.com	+1 352-548-3408	Poly Tanks	Bid Invite	Invitation to Bid	BID_SUBMITTED	250 Southwest 36 Terrace, Gainesville, FL 32607 US
Mar 19, 2026 at 11:07 AM EDT	CROM LLC	bids@cromcorp.com	bids@cromcorp.com	+1 352-548-3408	Poly Tanks	Bid Invite	Resent Invitation to B	BID_SUBMITTED	250 Southwest 36 Terrace, Gainesville, FL 32607 US
Mar 19, 2026 at 2:07 PM EDT	CROM LLC	bids@cromcorp.com	bids@cromcorp.com	+1 352-548-3408	Prestressed Concrete Tanks	Bid Invite	Invitation to Bid	BIDDING	250 Southwest 36 Terrace, Gainesville, FL 32607 US
Mar 20, 2026 at 9:24 AM EDT	Electric Services, Inc.	Logan Anderson	landerson@electric-services.com	+1 352-408-5119	Electrical	Bid Invite	Invitation to Bid	BIDDING	1746 US-441, Leesburg, FL 34748, USA
Mar 26, 2026 at 12:31 PM EDT	CenState Contractors Inc.		jessica@censtate.com		Pump Stations	Bid Invite	Invitation to Bid	BIDDING	PO Box 2277, Winter Haven, FL 33883, USA
Mar 26, 2026 at 12:32 PM EDT	CenState Contractors Inc.	Dan Tuttle	dan@censtate.com	+1 863-602-2720	Pump Stations	Bid Invite	Invitation to Bid	BIDDING	PO Box 2277, Winter Haven, FL 33883, USA
Mar 26, 2026 at 2:39 PM EDT	CenState Contractors Inc.	Shawna Bolognia	shawna@censtac.com	+1 863-324-3882	Pump Stations	Bid Invite	Invitation to Bid	BIDDING	PO Box 2277, Winter Haven, FL 33883, USA
Mar 27, 2026 at 8:49 AM EDT	Cypress Construction and Coatings	jeff westrick	jeff@cypresscc.net	+1 239-822-8427	Coatings	Bid Invite	Invitation to Bid	BID_SUBMITTED	6433 Bradley Dr, Pace, FL 32571, USA



FWP – Market Analysis & Stimulation of Bidder Interest Plan

Market Analysis:

The aging infrastructure has been a concern for US citizens and governing authorities for years. The Federal Government has recognized that counties across the United States invest \$134 billion annually in water infrastructure, and as a result, has increased their WIFIA program funds by \$6.5 billion for this year. This is an effort to reduce the risk of system failures for communities and promote growth across the nation. These Federal funds are on top of the Florida State Revolving Fund Program, and other funding sources currently available to regional municipalities (such as local Water Management District funding programs).

With this rapid influx of available little or no interest-bearing tax dollars and increasing demands on the skilled labor force, FWP is witnessing a unique construction market not seen since the nineteen twenties. The rapid availability of financing leads to many municipalities proceeding with Capital Improvement Projects. The sheer amount of plant and pipeline work, coupled with a reduction in the available workforce, are leading factors to projects experiencing cost overruns and extended schedules.

FWP is maximizing its ability to maintain reasonable costs and schedule delivery by utilizing both Garney's and Wharton Smith's subcontractor databases to solicit proven subcontractors and vendor partners who are likely to be interested in bidding on this project. While FWP is utilizing the Building Connected platform for public bid solicitation, subcontractor and vendor relationships will play a pivotal role in participation. FWP has internally reviewed and developed scopes of work that promote Bidder Interest. The intent is to provide competitive pricing by establishing work packages that are in line with a subcontractor/vendor's line of work.

Stimulation of Bidders:

Qualified companies take the business of determining whether to bid on individual projects seriously before they commit resources. Large successful companies today are no longer bidding work if they do not have the resources to properly staff the project. Likewise, these firms are looking for projects where the work is further out to maintain the continuity of their crews and create a backlog.

FWP and its partners are continuously monitoring the current market conditions, tracking raw material costs, and assessing available labor as to best combine construction work packages that align with these trends. FWP believes that this will promote bidder interest and lead to competitive pricing in both direct labor and materials. FWP believes that establishing work packages that align with subcontractor/vendor abilities and are more manageable contracts could attract more local interest which will directly reduce overhead costs (such as travel, housing, and per diem). It is FWP's intention to explore every option with PRWC to deliver the best project possible.

An example of how FWP/PRWC is changing bid packages in order to encourage competition is how the SETM pipe segments are being repackaged into smaller segments. This will allow a smaller pipeline subcontractor the ability to perform a smaller section of the work and not be faced with the possibility of over-committing



resources or turning away from a larger segment. Another example is how the Plant Contractor scope of work was separated into the following:

1. Underground Piping & Site Work
2. Aboveground, Process Equipment, & Metals
3. Five Raw Water Well Sites
4. Reject Pond

By creating this separation, a local General Contractor could decide if they would want to pursue work in 2025 like the underground piping or reject pond or bid on work that is a few years out such as the raw well sites or the aboveground/equipment/metals to create future backlog.

Included with this Market Analysis you will find the individual Bid Packages as they are broken out for the WPF. Some Bid Packages have further breakdowns within the package to promote competition from smaller contractors (i.e., the Plant Contractor package for example). Each of the Bid Package PDFs includes the list of bidders who have been invited to bid and their current status. If a contractor has viewed the drawings, this will be indicated in the Status Column. You can also see if this Bidder has chosen not to bid. Finally, if the Bidder has not yet opened the drawings, the list simply indicates invited.

FWP has extended invitations to all qualified contractors in order to promote competitive bidding with the underlying intent of providing PRWC with high quality project deliverable. FWP has consulted with PRWC/TeamOne to generate this list, and included all potential bidders as requested by PRWC/TeamOne. Of course, FWP remains open to suggestions from PRWC/TeamOne for potential bidders and innovative ways to promote interest in the project in this saturated market.

FWP will continue to reach out to all bidders to promote competitive results. However, it should be stated that there are a sizable number of companies who are indicating they are currently best suited to service customers/clients near their established workforce and that they too have an excess of backlog work on the books.

FWP is utilizing a call log which focuses on Bid packages that require additional efforts to obtain multiple bids. Team members have identified specific contractors to reach out to which is based on their working history and successful relationships. FWP will make this list available for reference during the development of the GMP for the WPF. The list will provide dates of attempts and any responses such as if a voice message were left or notes from the conversation. Lastly, FWP has included and requested the No Bid Letter/Email should the company not wish to bid.

In closing FWP is doing everything possible in order to deliver a high-quality project at the most competitive price possible.

Sincerely,

Florida Water Partners (FWP)



References:

- [https://www.naco.org/news/environmental-protection-agency-announces-65-billion-available-financing-water-infrastructure#:~:text=On%20September%206%2C%20the%20Environmental,Innovation%20Act%20\(WIFIA\)%20program](https://www.naco.org/news/environmental-protection-agency-announces-65-billion-available-financing-water-infrastructure#:~:text=On%20September%206%2C%20the%20Environmental,Innovation%20Act%20(WIFIA)%20program)
- <https://www.abc.org/News-Media/News-Releases/abc-2024-construction-workforce-shortage-tops-half-a-million>
- <https://www.constructconnect.com/blog/labor-shortage-in-construction>
- <https://www.travelers.com/resources/business-industries/construction/skilled-labor-shortages>
- <https://www.businessinsider.com/housing-crisis-national-shortage-construction-workers-job-demand-2024-5>

Agenda Item H.4.7/29/2026

SUBJECT

Approve Resolution 2026-05 to Approve Contractor Change Requests over \$100,000 for the PRWC Southeast Wellfield Project (Action)

DESCRIPTION

Section 3.2 of the Construction Manager at Risk ("CMAR") Agreement with Florida Water Partners authorizes the Cooperative's Executive Director, or his designee, in conjunction with the Cooperative's Project Administrator, to authorize individual changes up to \$100,000.00 for work to be funded from the CMAR's Contingency. Such changes cannot cause an increase to the Guaranteed Maximum Price ("GMP") or Cooperative's Project Budget unless otherwise approved by the Board.

Since the commencement of construction, the Executive Director and the Project Manager have approved individual change requests submitted by the CMAR that exceeded the \$100,000.00 threshold as summarized in Exhibit "A". Each of the change requests was funded from the CMAR's Contingency, none of which increased the GMP or the Cooperative's Project Budget. Future contingency releases exceeding \$100,000 from the CMAR Contingency will be presented to the Board for approval. In the case of an emergency, the Chair or Vice Chair may approve such a change, subject to ratification by the Board of Directors at its next regular meeting.

RECOMMENDATION

Approve Resolution 2026-05 to approve contractor change requests over \$100,000 for the PRWC Southeast Wellfield Project (Action)

FISCAL IMPACT

There have been seven change requests as of the July 29, 2026 Board of Directors meeting that total approximately \$1,466,996 as detailed in Exhibit "A" of Resolution 2026-05.

CONTACT INFORMATION

Eric DeHaven

Mark Addison

POLK REGIONAL WATER COOPERATIVE
Resolution 2026-05

A RESOLUTION RATIFYING, CONFIRMING, AND APPROVING CERTAIN CHANGE REQUESTS UNDER THE CONSTRUCTION MANAGER AT RISK AGREEMENT FOR THE SOUTHEAST WELLFIELD PROJECT THAT WERE APPROVED AT THE STAFF LEVEL IN EXCESS OF THE ONE HUNDRED THOUSAND DOLLAR (\$100,000.00) THRESHOLD IN SECTION 3.2 OF THAT AGREEMENT; AUTHORIZING EXECUTION OF CORRESPONDING CHANGE ORDERS; ESTABLISHING A PROCESS FOR THE APPROVAL OF FUTURE CHANGE REQUESTS EXCEEDING THAT THRESHOLD; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Cooperative is developing the Southeast Wellfield Project (the “Project”) and is delivering construction of the Project using the construction-management-at-risk delivery method authorized by Section 255.103, Florida Statutes; and

WHEREAS, the Cooperative entered into the Construction Manager at Risk Agreement for the Project, fully executed on November 16, 2022 (the “Agreement”), and a Guaranteed Maximum Price Addendum for GMP-3, the Water Production Facility, executed on January 15, 2025, with Florida Water Partners, a Garney/Wharton-Smith Joint Venture, LLC (the “CMAR”); and

WHEREAS, the final paragraph of Section 3.2 of the Agreement authorizes the Cooperative’s Executive Director, or his designee, in conjunction with the Cooperative’s Project Administrator, to authorize individual changes in the Work up to \$100,000.00, which changes are to be funded from the CMAR’s Contingency and are not to cause an increase to the Cooperative’s Project Budget; and

WHEREAS, authority to approve an individual change in the Work exceeding \$100,000.00 was not delegated by the Agreement and is reserved to the Cooperative acting through its Board of Directors; and

WHEREAS, from time to time the Executive Director and the Project Manager approved individual change requests submitted by the CMAR that exceeded the \$100,000.00 threshold set

forth in Section 3.2 of the Agreement, each of which is more fully described in Exhibit “A” (the “Subject Change Requests”); and

WHEREAS, each of the Subject Change Requests is funded from the CMAR’s Contingency, and none of the Subject Change Requests increases the Guaranteed Maximum Price or the Cooperative’s Project Budget; and

WHEREAS, the Board of Directors, having been fully advised of all material facts and circumstances relating to each of the Subject Change Requests, finds that each is reasonable and necessary and in the best interest of the public and the Cooperative, is within the scope of the Work originally solicited, and is a change that the Board had and has full authority to approve.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The foregoing findings are incorporated herein by reference and made a part hereof.

Section 2. That the Subject Change Requests described in Exhibit “A” attached hereto, and the changes in the Work authorized thereby, are hereby ratified, confirmed, and approved in all respects and as of the respective dates on which they were originally approved at the staff level, all of which are funded from the CMAR’s Contingency and none of which increases the Guaranteed Maximum Price or the Cooperative’s Project Budget.

Section 3. That the Chair or Vice Chair of the Board of Directors, the Executive Director, and the Project Administrator are each authorized to execute, on behalf of the Cooperative, any Change Order (in the form of Exhibit “H” to the Agreement) necessary to document the Subject Change Requests ratified by this Resolution.

Section 4. That until such time as the Board of Directors amends the Agreement to establish a different threshold, no individual change request funded from the CMAR’s Contingency that exceeds \$100,000.00, and no change that would increase the Cooperative’s Project Budget, shall be approved except by the Board of Directors; provided, however, that in an emergency the Chair or Vice Chair may approve such a change, subject to ratification by the Board of Directors at its next regular meeting. Nothing in this Resolution limits or modifies the authority of the Cooperative’s Executive Director, or his designee, under Section 6.1.4 of the Agreement to authorize the use of the Cooperative’s Allowance (via an Allowance Authorization Release in the form of Exhibit “I” to the Agreement) or the Cooperative’s Buyout Allowance (via a Buy-Out Allowance Authorization Release in the form of Exhibit “N” to the Agreement) up to

\$500,000.00 per occurrence, which authority is separate from the Contingency-funded changes governed by Section 3.2 of the Agreement and is unaffected by this Resolution.

Section 5. That this Resolution shall take effect immediately upon its adoption.

Section 6. That if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

DONE at Auburndale, Florida this _____ day of _____, 2026

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

Edward P. de la Parte
Legal Counsel

EXHIBIT A
SE Wellfield CMAR Contingency Requests Exceeding \$100,000

GMP	Const Package	CR Number	Description	Cost	Date Approved	Funded from CMAR Contingency?	GMP/Budget Impact?
GMP-2	1	02	Certified welding inspection services	\$199,640.00	7/10/2025	Yes	No
GMP-2	1	04	Gopher tortoise relocation	\$219,950.77	10/28/2025	Yes	No
GMP-2	6	01	J-Day Drive transmission main re-route	\$377,323.74	6/5/2025	Yes	No
GMP-3	WPF	10	95% to IFC const doc changes	\$110,185.00	3/14/2026	Yes	No
GMP-3	WPF	13	Design clarification 2	\$302,834.00	4/24/2026	Yes	No
GMP-5	3A	01	Gopher tortoise relocation	\$151,792.19	12/20/2025	Yes	No
GMP-5	3A	03	Parcel 1000 concrete encasement	\$105,270.86	4/28/2026	Yes	No

Agenda Item H.5.7/29/2026

SUBJECT

Adopt Resolution 2026-06 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #21A) to implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects (Action)

DESCRIPTION

Pursuant to Cooperative Resolution 2023-06, as amended by Resolution 2024-34, 2025-05, and 2025-30, the Cooperative Board approved the construction of the SEFLA WPF raw water transmission line as depicted in said resolutions and the SETM finished water pipeline as depicted in said resolutions as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction. Resolution 2026-06 constitutes a Parcel Resolution for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, specifically related to those parcels described in Exhibits "A," "B," "C" and "D." This resolution authorizes the Cooperative, its officers, employees, contractors and attorneys to acquire permanent and temporary construction easement(s) in certain lands described in Exhibits "A," "B," "C" and "D" by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes.

RECOMMENDATION

Adopt Resolution 2026-06 Parcel Resolution of Necessity to Acquire Specified Parcels (Land Acquisition Package #21A) to Implement the Southeast Lower Floridan Aquifer Water Production Facility and Southeast Transmission Line Projects.

FISCAL IMPACT

There is no fiscal impact associated with this item.

CONTACT INFORMATION

Mark Addison

Ed de la Parte

POLK REGIONAL WATER COOPERATIVE

Resolution 2026-06

PARCEL RESOLUTION OF NECESSITY TO ACQUIRE CERTAIN SPECIFIED PARCELS TO IMPLEMENT THE SOUTHEAST LOWER FLORIDAN AQUIFER WATER PRODUCTION FACILITY AND SOUTHEAST TRANSMISSION LINE PROJECTS

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

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

WHEREAS, the Interlocal Agreement was approved by a Final Order of the Secretary of the Florida Department of Environmental Protection on September 26, 2023, pursuant to Section 373.713(1), Florida Statutes; and

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

WHEREAS, the Southeast Wellfield Project consists of the Southeast Lower Floridan Aquifer Water Production Facility (“SELFA WPF”) and the Southeast Transmission Main (“SETM”); and

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

WHEREAS, pursuant to Cooperative Resolution 2023-06, as modified by Cooperative Resolutions 2024-34 and 2025-05, the Cooperative Board designated the SELFA WPF and SETM Projects as approved projects pursuant to the Interlocal Agreement and the Implementation Agreement; and

WHEREAS, pursuant to Cooperative Resolution 2023-06, as modified by Cooperative Resolutions 2024-34 and 2025-05, the Cooperative Board approved the construction of the SEFLA WPF raw water transmission line as depicted in said resolution and the SETM finished water pipeline as depicted in said resolution as necessary, practical and in the best interest of the Cooperative and its member governments and that the acquisition of such property and property rights are needed for such construction is necessary for the performance of its duties and for the construction, reconstruction and maintenance of said facilities for the use of the general public; and that the Cooperative is authorized to make such acquisition by gift, purchase or condemnation.

WHEREAS, the Cooperative has been granted the power of eminent domain pursuant to the Interlocal Agreement and Section 163.01(7)(f) and 373.713(2)(e), Florida Statutes for the condemnation of private property interest for public use, and to acquire any interest in such real property as is necessary for the purpose of carrying out the Interlocal Agreement; and

WHEREAS, before exercising the power of eminent domain the Cooperative Board of Directors is required to adopt a resolution authorizing the acquisition of property for any purpose set forth in the Interlocal Agreement for the Cooperative's purpose or use subject to limitations set forth in Sections 73.013 and 73.014, Florida Statutes; and

WHEREAS, the Cooperative has bifurcated its eminent domain resolution into two separate resolutions; the Project Resolution, authorizing acquisition of property and property rights for the SELFA WPF raw water transmission line and SETM finished water pipeline projects, and the Parcel Resolution, authorizing the parcel acquisition and identifying the specific property and property rights to be acquired for the projects; and

WHEREAS, this Resolution constitutes a Parcel Resolution for the Southeast Wellfield Project; and

WHEREAS, the Cooperative has determined the need to acquire a non-exclusive permanent easement for construction of the Southeast Wellfield Project on certain lands located in Polk County, Florida, as more fully described in **Exhibit "A"**, the nature, terms and duration of the nonexclusive permanent easement as set forth in **Exhibit "B"**; and

WHEREAS, the Cooperative has determined the need to acquire a non-exclusive temporary construction easement for construction of the Southeast Wellfield Project on certain lands located in Polk County, Florida, as more fully described in **Exhibit "C"**, the nature, term and duration of the nonexclusive temporary construction easement as set forth in **Exhibit "D"**; and

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

WHEREAS, the Cooperative intends in good faith to construct the Southeast Wellfield Project on, under or over the described property; and

WHEREAS, the Cooperative has caused to be surveyed the line and area of construction by map or survey and location for the project; and

WHEREAS, the Cooperative shall comply with Chapters 73 and 74, Florida Statutes; and

WHEREAS, upon compliance with Chapters 73 and 74, Florida Statutes, the Cooperative is hereby authorized to exercise its power of eminent domain to acquire an interest in real property by initiating condemnation proceedings under Chapters 73 and 74, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The forgoing findings are incorporated herein by reference and made a part hereof.

Section 2. That after consideration of the factors described in the foregoing recitals, the description of the property and interests described as Parcels (3014-PE), (3014-TCE-A), (3014-TCE-B), (3014-TCE-C), (3014-TCE-D), (3015-PE) and (3015-TCE) in **Exhibits "A," "B," "C," and "D"** attached hereto and the same is ratified and confirmed and found to be reasonably necessary for the Cooperative's public purpose in constructing the Southeast Wellfield Project.

Section 3. That the Cooperative, its officers, employees, contractors and attorneys are hereby authorized and directed to acquire by negotiation, contract or legal proceedings, including eminent domain proceedings pursuant to Chapters 73 and 74, Florida Statutes, as may be necessary to acquire permanent and temporary construction easements in certain lands located in Polk County, Florida described in **Exhibits "A," "B," "C" and "D."**

Section 4. That the proper offices of the Cooperative are hereby authorized to do all things necessary and proper under the applicable provisions of Chapters 73, 74 and 163, Florida Statutes and the Interlocal Agreement and Implementation Agreements.

Section 5. That this Resolution shall take effect immediately upon its adoption.

Section 6. That if any phrase, portion or part of this Resolution is found to be invalid or unconstitutional by a court of competent jurisdiction, such phrase, portion or part shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remainder of the Resolution.

DONE at Auburndale, Florida this 29th day of July, 2026

Southeast Wellfield Project Board of the Polk Regional Water Cooperative:

Chair

Secretary/Treasurer

Approved as to Form:

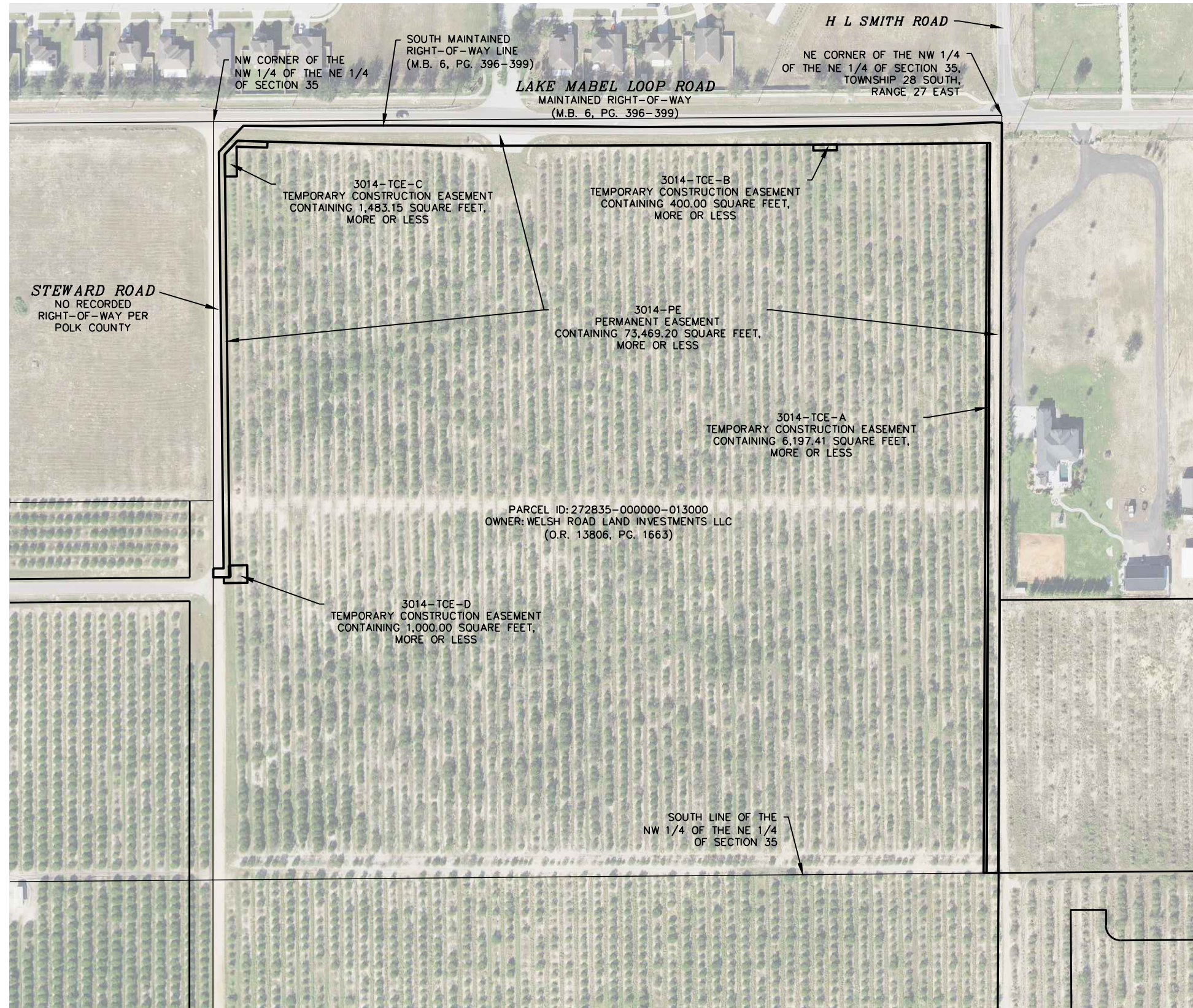
Edward P. de la Parte
Legal Counsel

EXHIBIT A

Nonexclusive Permanent Easement Legal Descriptions

[See Attached 6 Pages]

EXHIBIT

[illegible]

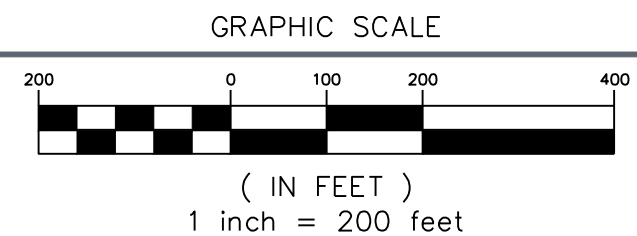
CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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POLK REGIONAL WATER COOPERATIVE

WELSH ROAD LAND INVESTMENTS LLC EXHIBIT



		CS PROJECT NUMBER: 8825.03
FIELD BY: N/A	PARCEL NUMBER: 3014	
DATE: 02/05/2026		
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01	

DESCRIPTION
3014-PE

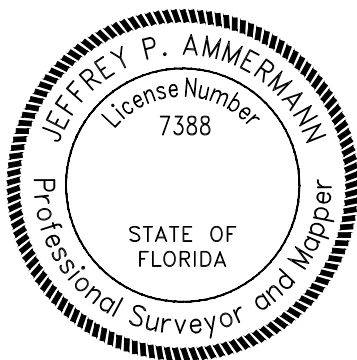
DESCRIPTION:

A parcel of land being a portion of "Phase 3, Parcel 1" as described in Official Records Book 13806, Pages 1663 through 1665, Public Records of Polk County, Florida, as located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35, thence South 00°16'00" West, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 12.06 feet to the intersection with the South maintained right-of-way line of Lake Mabel Loop Road as depicted in Map Book 6, Pages 396 through 399, Public Records of Polk County, Florida for the POINT OF BEGINNING; thence continue South 00°16'00" West, along said East line, 1273.40 feet to the South line of said Northwest 1/4 of the Northeast 1/4; thence South 89°29'09" West, along said South line, 20.00 feet; thence North 00°16'00" East, parallel with said East line of the Northwest 1/4 of the Northeast 1/4, a distance of 1239.49 feet; thence South 89°16'43" West, 207.25 feet; thence South 89°44'19" West, 454.12 feet; thence South 89°55'23" West, 251.20 feet; thence North 88°44'44" West, 233.30 feet; thence North 88°33'53" West, 131.53 feet; thence South 43°01'22" West, 31.59 feet; thence South 00°40'37" East, 717.74 feet; thence South 89°31'40" West, 28.00 feet to the intersection with the West line of said Northwest 1/4 of the Northeast 1/4; thence North 00°02'44" East, along said West line, 15.00 feet to a point lying South 00°02'44" West, 758.65 feet from the Northwest corner of said Northwest 1/4 of the Northeast 1/4; thence North 89°31'40" East, 17.81 feet; thence North 00°40'37" West, 706.71 feet; thence North 43°01'22" East, 60.94 feet to the intersection with said South maintained right-of-way line of Lake Mabel Loop Road; thence along said South maintained right-of-way line the following fourteen (14) courses; thence (1) South 89°51'39" East, 73.21 feet; thence (2) North 89°37'25" East, 100.00 feet; thence (3) South 89°58'31" East, 100.00 feet; thence (4) South 89°55'05" East, 100.00 feet; thence (5) South 89°44'46" East, 100.01 feet; thence (6) South 89°34'28" East, 100.01 feet; thence (7) South 89°20'43" East, 100.02 feet; thence (8) North 89°33'59" East, 100.00 feet; thence (9) South 89°58'31" East, 100.00 feet; thence (10) North 89°23'40" East, 100.00 feet; thence (11) North 89°33'59" East, 100.00 feet; thence (12) North 89°20'13" East, 100.00 feet; thence (13) North 87°26'50" East, 100.07 feet; thence (14) South 87°00'00" East, 14.28 feet to the POINT OF BEGINNING. Said combined parcels contain 73,469.20 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 Ammerman
Date: 2026.02.06
06:43:54 -05'00'

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			3014-PE
FIELD BOOK: — PAGE: — DATE: 02/06/2026			SHEET NO. V-01

P:\882503\CAD\Survey\KEY SHEET 1\15-STEWART ROAD\882503-SCC-2024-08-02-STEWART ESMTS.dwg 3014-PE Feb 06, 2026 6:36am by: jammermann

LEGEND:

PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH
3014-PE

SCALE 1" = 200'

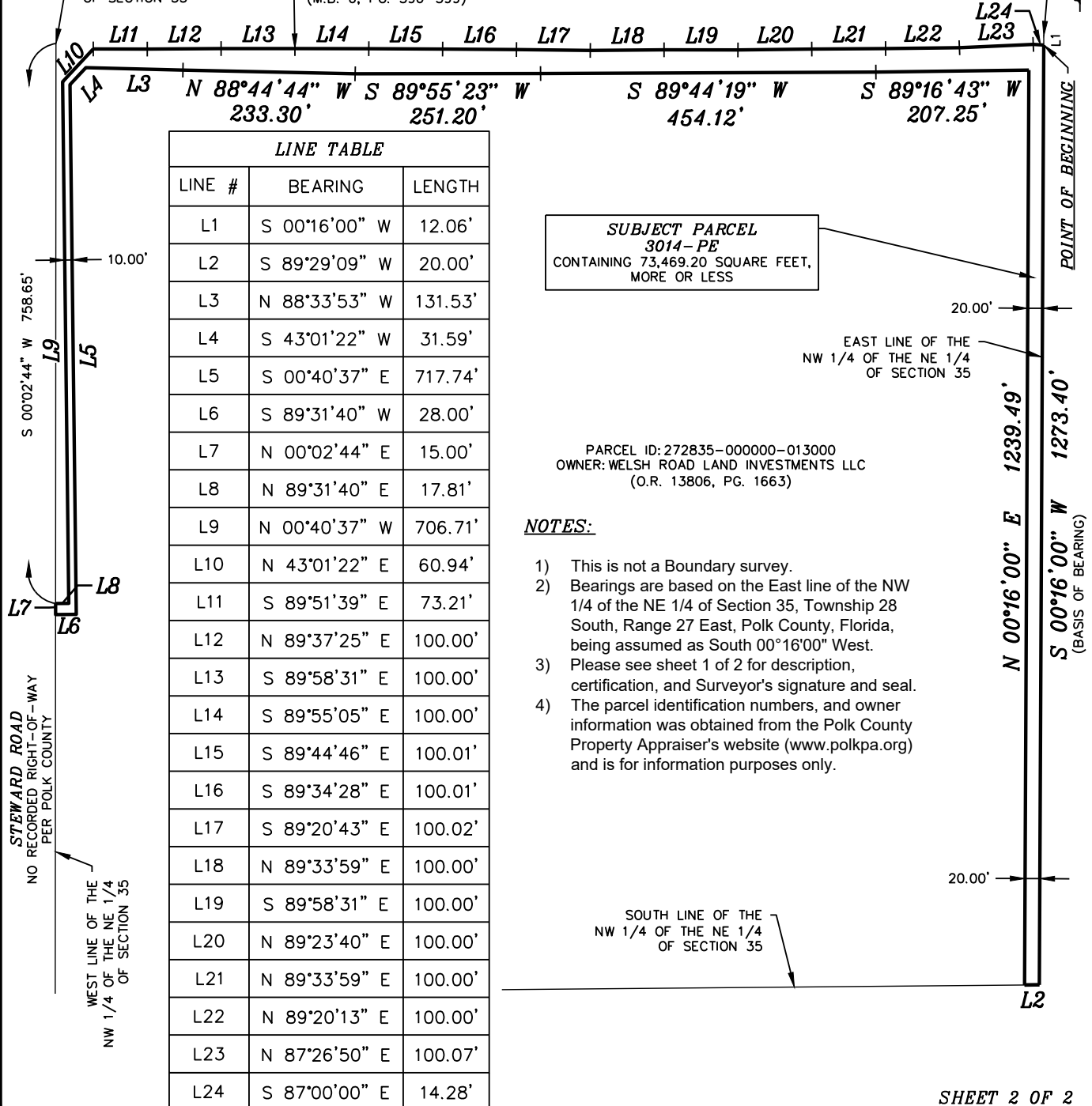
POINT OF COMMENCEMENT

NE CORNER OF THE NW 1/4
OF THE NE 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY VARIES
(M.B. 6, PG. 396-399)

NW CORNER OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

SOUTH MAINTAINED
RIGHT-OF-WAY LINE
(M.B. 6, PG. 396-399)



SHEET 2 OF 2

CS PROJECT: 8825.03

3014-PE

SHEET NO. V-02

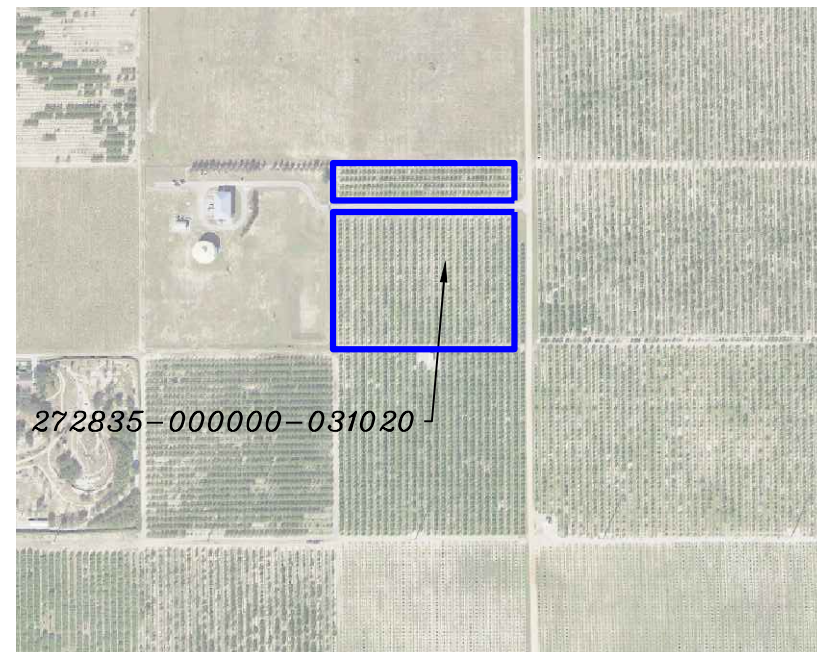
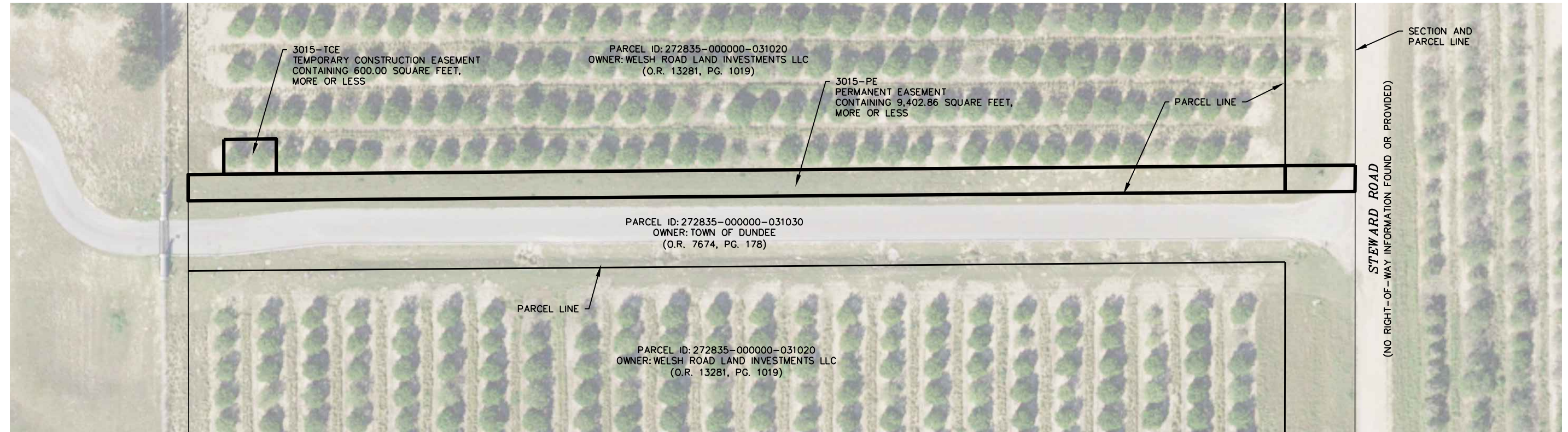
PREPARED BY: **CHASTAIN-SKILLMAN, LLC - 205 EAST ORANGE STREET SUITE #110
LAKELAND, FLORIDA 33801 - (863) 646-1402 - LB 262**

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/06/2026

P:\882503\CAD\Survey\KEY SHEET 1\15-STEWARD ROAD\882503-SCC-2024-08-02-STEWARD ESM.TS.dwg 3014-PE (2) Feb 06, 2026 6:36am by: jammermann



GRAPHIC SCALE



(IN FEET)
1 inch = 100 feet

FIELD BY: N/A	PARCEL NUMBER: 3015
DATE: 10/03/2025	
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V. 01

[illegible]

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402



POLK REGIONAL WATER COOPERATIVE

WELSH ROAD LAND INVESTEMENTS LLC EXHIBIT

DESCRIPTION
3015-PE

DESCRIPTION:

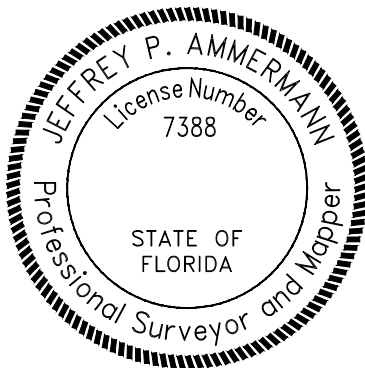
A parcel of land being a portion of the parcel described in Official Records Book 13281, Pages 1019 through 1020, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 35, thence South 00°02'44" West, along the East line of said Northwest 1/4, a distance of 773.65 feet to the North line of the South 40.0 feet of the North 170.0 feet of the Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4; thence South 89°31'40" West, along said North line of the South 40.00 feet of the North 170.00 feet, a distance of 40.00 feet to the intersection with the West line of the East 40.00 feet of said Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4 for the POINT OF BEGINNING; thence continue South 89°31'40" West, along said North line, 626.84 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4 of Section 35; thence North 00°06'46" West, along said West line, 15.00 feet; thence North 89°31'40" East, 626.88 feet to the intersection with said West line of the East 40.00 feet of said Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4; thence South 00°02'44" West, along said West line, 15.00 feet to the POINT OF BEGINNING.

Said parcel contains 9,402.86 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: 2025.10.03
16:23:30 -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
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SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

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

3015-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 10/03/2025

SHEET NO. V-01

P: \882503\CAD\Survey\KEY SHEET 1\15-STIEWARD ROAD\882503-SCC-2024-08-02-STIEWARD ESMTS.dwg 3015-PE Oct 03, 2025 4:13pm by: jammermann

LEGEND:

PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH
3015-PE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) The bearings are based on the East line of the NW 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°02'44" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) No right-of-way information was found or provided for Steward Road.
- 5) 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.

POINT OF COMMENCEMENT

NE CORNER OF THE NW 1/4 OF
SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST

EAST LINE OF THE
NW 1/4 OF SECTION 35

PARCEL ID: 272835-000000-031030
OWNER: TOWN OF DUNDEE
(O.R. 7674, PG. 178)

PARCEL ID: 272835-000000-031020
OWNER: WELSH ROAD LAND INVESTMENTS LLC
(O.R. 13281, PG. 1019)

SUBJECT PARCEL
3015-PE

CONTAINING 9,402.86 SQUARE FEET,
MORE OR LESS

WEST LINE OF
THE EAST 40 FEET
OF THE SE 1/4 OF THE
NE 1/4 OF THE NW 1/4
OF SECTION 35

S 00°02'44" W 773.65'
(BEARING BASIS)

NORTH LINE NORTH 170' OF SE 1/4 OF THE NE 1/4 OF NW 1/4 OF SECTION 35

WEST LINE OF SE 1/4
OF NE 1/4 OF NW 1/4
OF SECTION 35

NORTH
170.00'

N 89°31'40" E 626.88'

S 89°31'40" W 626.84'

**POINT OF
BEGINNING**

NORTH LINE OF
THE SOUTH 40 FEET
OF THE NORTH 170 FEET
OF THE SE 1/4 OF THE
NE 1/4 OF THE NW 1/4
OF SECTION 35

PARCEL ID: 272835-000000-031030
OWNER: TOWN OF DUNDEE
(O.R. 7674, PG. 178)

LINE TABLE

LINE #	BEARING	LENGTH
L1	S 89°31'40" W	40.00'
L2	N 00°06'46" W	15.00'
L3	S 00°02'44" W	15.00'

STEWARD ROAD
(SEE SURVEYOR'S NOTE 4)

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

3015-PE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 10/03/2025

SHEET NO. V-02

P: \882503\CAD\Survey\KEY SHEET 1\15-STEWARD ROAD\882503-SCC-2024-08-02-STEWARD ESMTS.dwg 3015-PE (2) Oct 03, 2025 4:13pm by: jammermann

EXHIBIT B

Nonexclusive Permanent Easement

[See Attached 2 Page]

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

The Easement in, upon and through the following described land in the County of Polk, State of Florida, to-wit:

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

1. The permanent perpetual water line Easement interests and rights acquired by PRWC are the perpetual right, privilege and authority to construct, install, maintain, operate, inspect, patrol, ingress and egress, test, repair, alter, substitute, relocate, resize, replace and remove the water transmission line or lines and related fixtures and/or appurtenances thereto, and vehicular and pedestrian access over the easement area, for the transmission of water and such other improvements as are reasonably necessary in connection with the water supply project for the PRWC.
2. In the event that the construction and installation of the water transmission line or lines and related fixtures and/or appurtenances thereto impact Owner's improvements, PRWC shall, to the extent practicable, relocate or replace with the same, like, or better quality and at their original locations or as near as is reasonably practicable, all fences, roads, driveways, sidewalks, parking areas, irrigation systems, wells, septic tanks and septic drain fields, that PRWC damaged or caused to be removed, relocated or replaced from the Easement before or during initial construction and installation of the water transmission line or lines and related fixtures and/or appurtenances. Furthermore subject to PRWC's acquired easement rights, PRWC will restore the surface of all disturbed areas within the Easement to its original contour and condition, as near as is reasonably practicable.
3. This Grant of Easement shall not be construed as a grant of right of way and is limited to a PRWC Easement. The Owner shall have the right to use the area subject to the Easement granted hereby, including without limitation for improved parking areas, improved driveways, and landscaping, which are not inconsistent with the use of the Easement by PRWC for the purposes granted hereby. Inconsistent improvements to the use of the Easement by Owner for the purposes granted hereby, including mounded landscaping, building foundations and overhangs, foundations for pole mounted commercial signage, and other permanent structures and related foundations shall be strictly prohibited. With the specific written approval of PRWC, the limited use of trees, walls, and mounded landscaping may be utilized within the Easement by Owner.
4. Owner reserves the right to grant permission or other easements to other parties for ingress and egress. In addition, the Owner reserves the right to grant

permission or other easements to other parties for the purpose of installing and maintaining underground utilities, including without limitation, electrical, gas, broadband, fiber optic and cable (but not other water transmission lines), with the prior written consent of PRWC. PRWC shall not unreasonably withhold, condition, or delay its decision concerning such utility easements. Owner's request to grant permission or an easement to other parties must be written and delivered 1) in person, 2) via certified or registered mail (return receipt), or 3) via nationally recognized overnight delivery service to the attention of the Executive Director of the Polk Regional Water Cooperative at the then-current address of the PRWC as reflected on the PRWC website. If after sixty (60) days, PRWC has not responded to Owner's request to grant permission or an easement to other parties, Owner may assume PRWC has granted permission for same. Any permissions or easements granted under this Paragraph prior to Owner's development of the subject property must be perpendicular to the PRWC easement.

5. In the event that PRWC performs emergency related repairs, unscheduled infrastructure adjustment activities, or scheduled community improvement projects within said Easement, PRWC shall be responsible for restoring the disturbed portions of all existing approved and permitted improvements in as good or better condition that existed prior to the disturbance activity by PRWC.

EXHIBIT C

Nonexclusive Temporary Construction Easement Legal Descriptions

[See Attached 15 Pages]

H L SMITH ROAD



A number line starting at 200 and ending at 400. There are tick marks at 200, 0, 100, 200, and 400. The segments between these marks are shaded alternately black and white. The segments are: 200 to 0 (black), 0 to 100 (white), 100 to 200 (black), and 200 to 400 (white).

FIELD BY:	N/A
DATE:	02/05/2026
FIELD BOOK & PAGE:	N/A

SHEET NUMBER:
V-01

[illegible]

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WELSH ROAD LAND INVESTMENTS LLC EXHIBIT

DESCRIPTION
3014-TCE-A

DESCRIPTION:

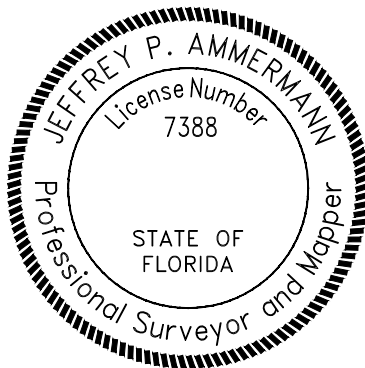
A parcel of land being a portion of "Phase 3, Parcel 1" as described in Official Records Book 13806, Pages 1663 through 1665, Public Records of Polk County, Florida, as located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

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Said combined parcels contain 6,197.41 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: 2026.02.06
06:45:13 -05'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMANN@CHASTAINSKILLMAN.COM
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SURVEYOR ON THE DATE ADJACENT TO SEAL. ANY SIGNATURE MUST BE
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SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

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

3014-TCE-A

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 02/06/2026

SHEET NO. V-01

3014-TCE-A Feb 06, 2026 6:38am by: jammermann
P:\882503\CAD\Survey\KEY SHEET 1\15-STIEWARD ROAD\882503-SCC-2024-08-02-STIEWARD ESMTS.dwg

LEGEND:

D.B. = DEED BOOK
P.B. = PLAT BOOK
PGS. = PAGES
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH NOTES:**3014-TCE-A**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the NW 1/4 of the NE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°16'00" 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.

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY VARIES
(M.B. 6, PG. 396-399)

POINT OF COMMENCEMENT

NE CORNER OF THE NW 1/4
OF THE NE 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST

SOUTH MAINTAINED
RIGHT-OF-WAY LINE
(M.B. 6, PG. 396-399)

SUBJECT PARCEL
3014-TCE-A
CONTAINING 6,197.41 SQUARE FEET,
MORE OR LESS

PARCEL ID: 272835-000000-013000
OWNER: WELSH ROAD LAND INVESTMENTS LLC
(O.R. 13806, PG. 1663)

LINE TABLE

LINE #	BEARING	LENGTH
L1	S 00°16'00" W	12.06'
L2	S 89°29'09" W	20.00'
L3	S 89°29'09" W	5.00'
L4	S 89°16'43" E	5.00'

SOUTH LINE OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

N 00°16'00" E 1239.47'

EAST LINE OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

S 00°16'00" W 1273.40'
(BASIS OF BEARINGS)

S 00°16'00" W 1239.49'



SCALE 1" = 200'

L3

POINT OF BEGINNING

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

3014-TCE-A

DRAWN BY: S. CHILDS

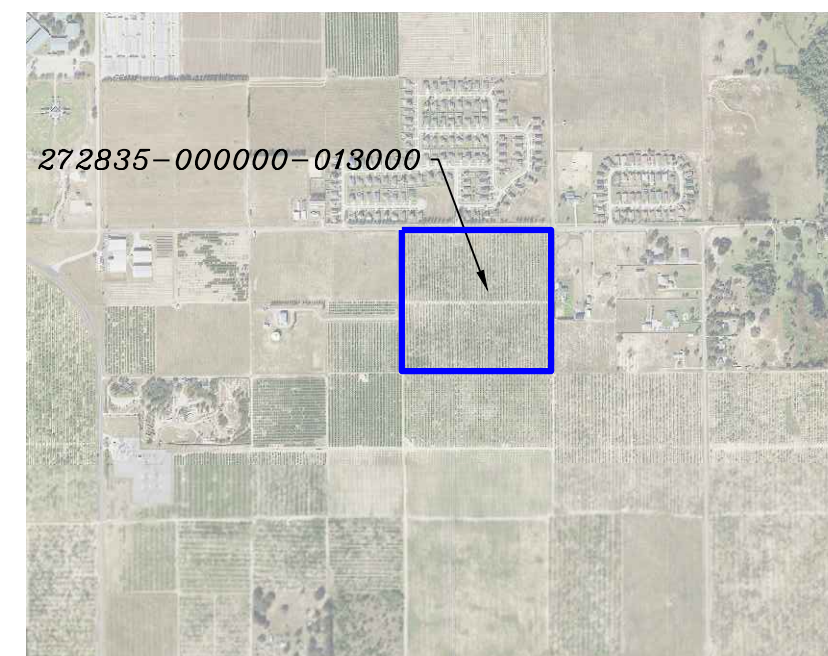
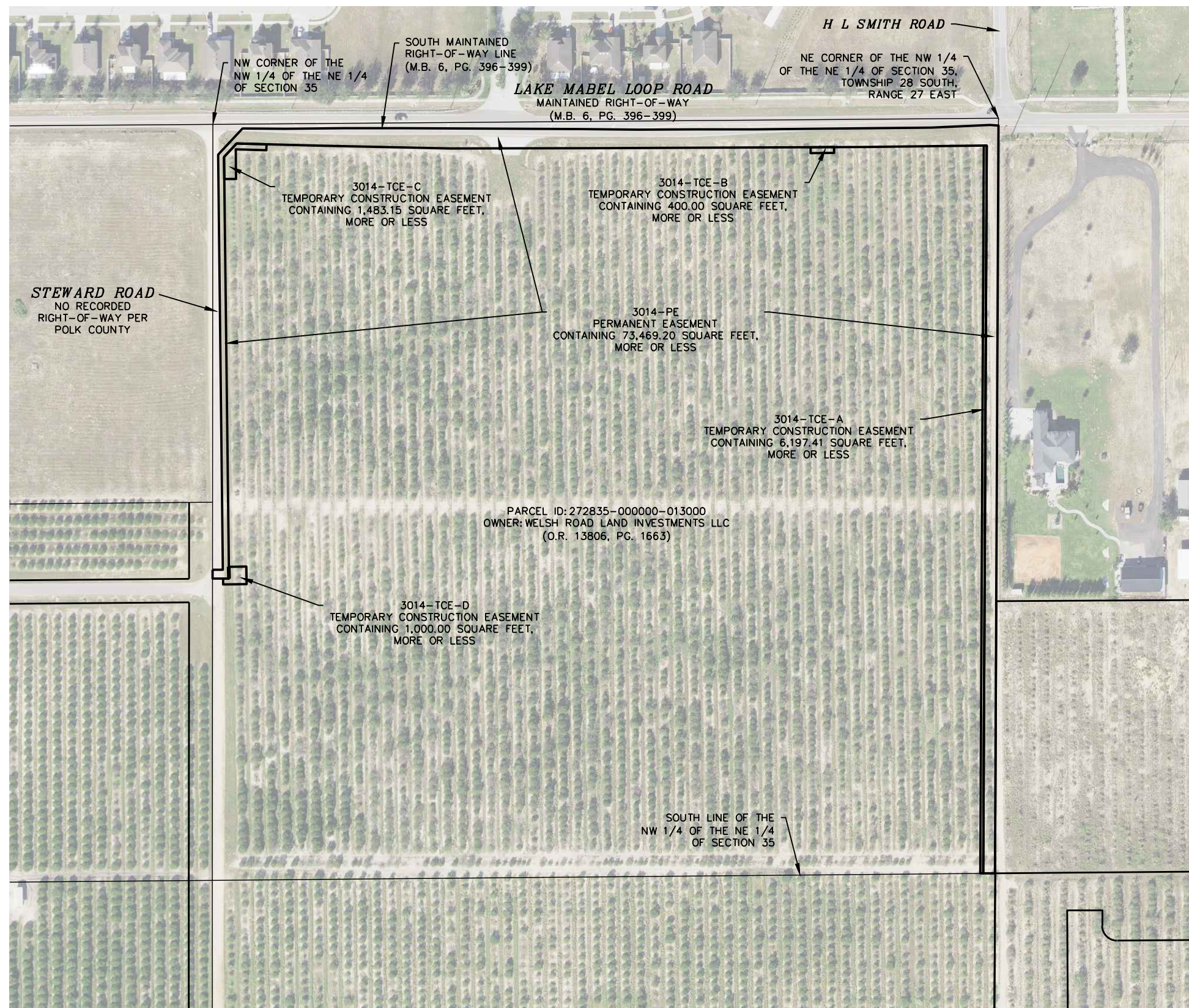
FIELD BOOK: — **PAGE:** —

DATE: 02/06/2026

SHEET NO. V-02

3014-TCE-A (2) Feb 06, 2026 6:39am by: jommerronn

EXHIBIT

[illegible]

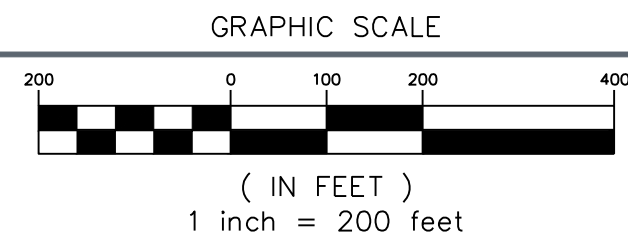
CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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POLK REGIONAL WATER COOPERATIVE

WELSH ROAD LAND INVESTMENTS LLC EXHIBIT



	CS PROJECT NUMBER
	8825.03
FIELD BY:	PARCEL NUMBER
N/A	3014
DATE:	
02/05/2026	
FIELD BOOK & PAGE:	SHEET NUMBER:
N/A	V-01

DESCRIPTION
3014-TCE-B

DESCRIPTION:

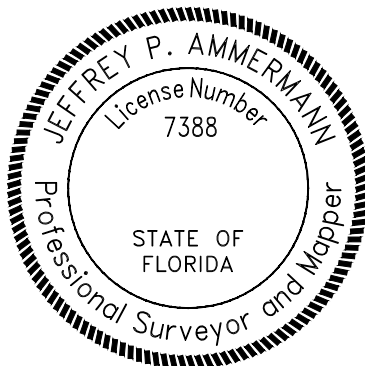
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Said parcel contains 400.00 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2026.02.06
06:46:04 -05'00'

JEFFREY P. AMMERMAN, P.S.M.
FLORIDA REGISTRATION PSM 7388
JAMMERMAN@CHASTAINSKILLMAN.COM
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SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

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

3014-TCE-B

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 02/06/2026

SHEET NO. V-01

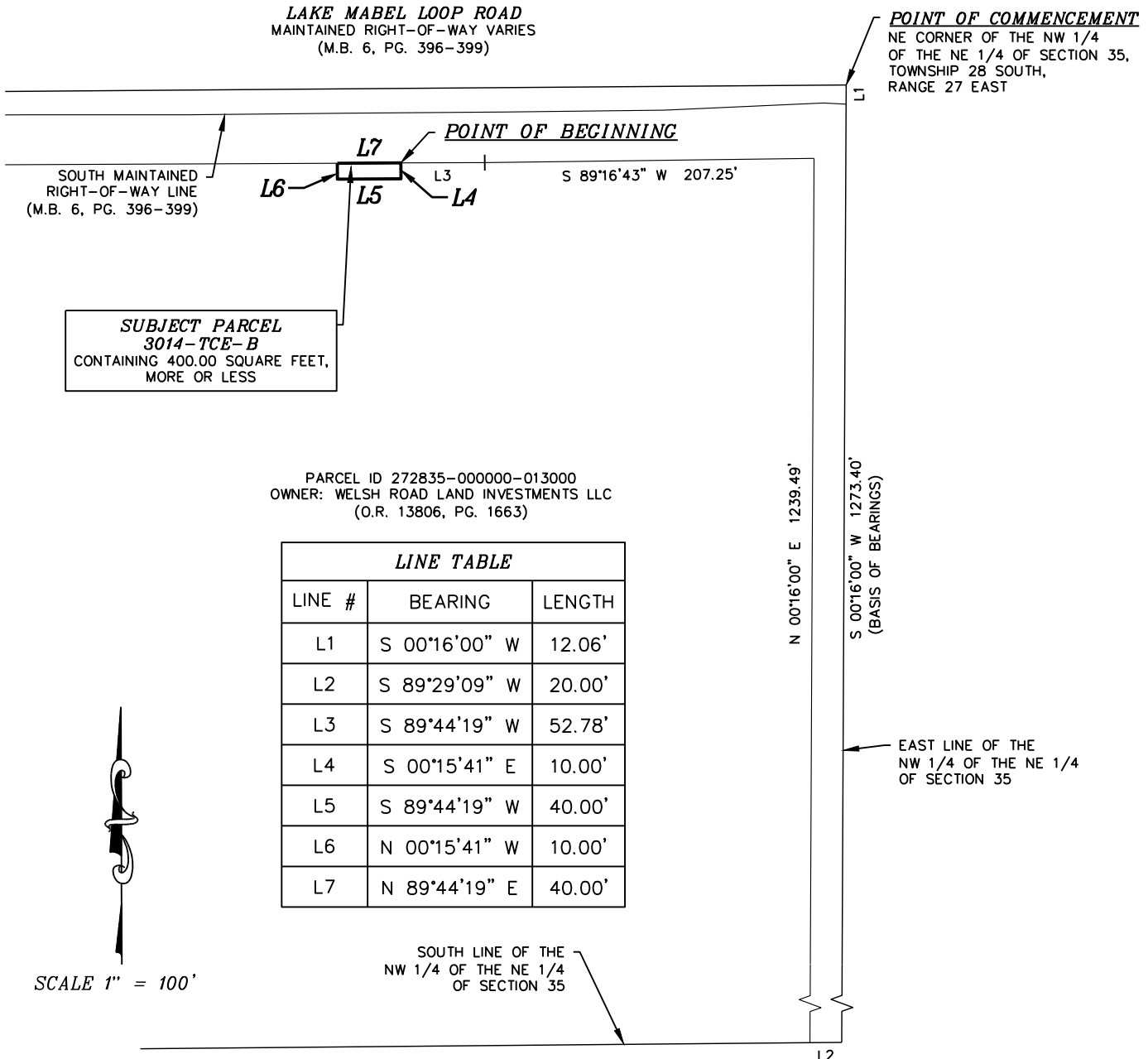
5: \\882503\CAD\Survey\KEY SHEET 1\15-STIEWARD ROAD\882503-SCC-2024-08-02-STIEWARD ESMTS.dwg 3014-TCE-B Feb 06, 2026 6:40am by: jammermann

LEGEND:

D.B. = DEED BOOK
P.B. = PLAT BOOK
PGS. = PAGES
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH
3014-TCE-B**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the NW 1/4 of the NE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°16'00" 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.



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

3014-TCE-B

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 02/06/2026

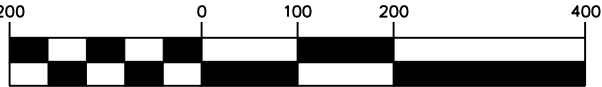
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EXHIBIT



GRAPHIC SCALE



(IN FEET)
1 inch = 200 feet

	CS PROJECT NUMBER: 8825.03
FIELD BY: N/A	PARCEL NUMBER: 3014
DATE: 02/05/2026	
FIELD BOOK & PAGE: N/A	SHEET NUMBER: V-01

[illegible]

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

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POLK REGIONAL WATER COOPERATIVE

WELSH ROAD LAND INVESTMENTS LLC EXHIBIT

DESCRIPTION
3014-TCE-C

DESCRIPTION:

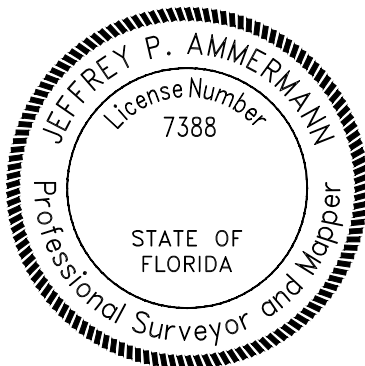
A parcel of land being a portion of "Phase 3, Parcel 1" as described in Official Records Book 13806, Pages 1663 through 1665, Public Records of Polk County, Florida, as located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35, thence South 00°16'00" West, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 12.06 feet to the intersection with the South maintained right-of-way line of Lake Mabel Loop Road as depicted in Map Book 6, Pages 396 through 399, Public Records of Polk County, Florida; thence continue South 00°16'00" West, along said East line, 1273.40 feet to the South line of said Northwest 1/4 of the Northeast 1/4; thence South 89°29'09" West, along said South line, 20.00 feet; thence North 00°16'00" East, parallel with said East line of the Northwest 1/4 of the Northeast 1/4, a distance of 1239.49 feet; thence South 89°16'43" West, 207.25; thence South 89°44'19" West, 454.12 feet; thence South 89°55'23" West, 251.20 feet; thence North 88°44'44" West, 233.30 feet; thence North 88°33'53" West, 80.68 feet for the POINT OF BEGINNING; thence South 01°26'07" West, 10.00 feet; thence North 88°33'53" West, 52.32 feet; thence South 00°40'37" East, 50.43 feet; thence South 89°19'23" West, 20.00 feet; thence North 00°40'37" West, 37.53 feet; thence North 43°01'22" East, 31.59 feet; thence South 88°33'53" East, 50.86 feet to the POINT OF BEGINNING.

Said parcel contains 1,483.15 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: 2026.02.06
06:46:51 -05'00'

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

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

CS PROJECT: 8825.03

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

3014-TCE-C

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 02/06/2026

SHEET NO. V-01

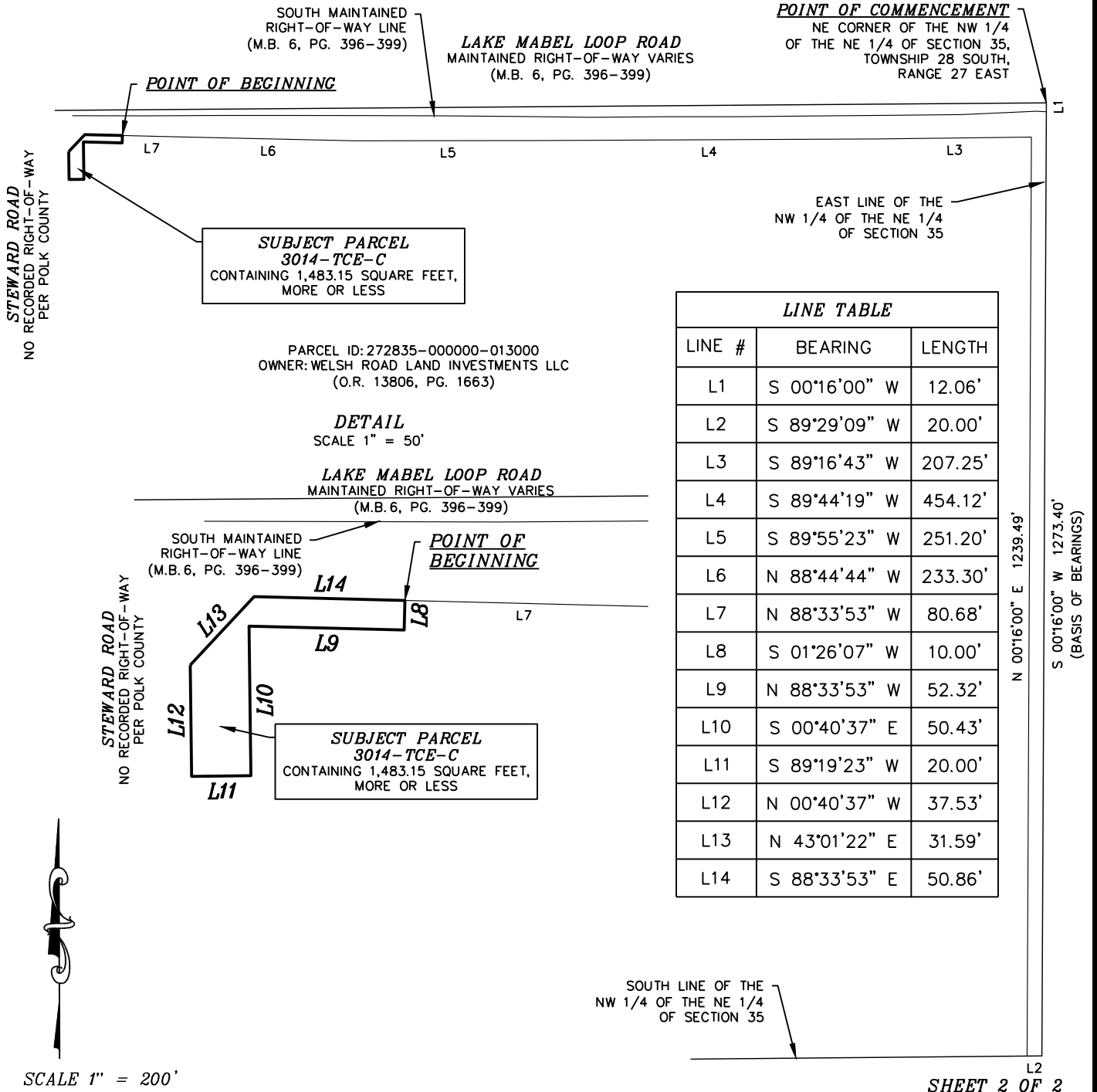
5: \\882503\CAD\Survey\KEY SHEET 1\15-STIEWARD ROAD\882503-SCC-2024-08-02-STIEWARD ESMTS.dwg 3014-TCE-C Feb 06, 2026 6:42am by: jammermann

LEGEND:

PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH
3014-TCE-C**NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the NW 1/4 of the NE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°16'00" 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.



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

3014-TCE-C

DRAWN BY: S. CHILDS

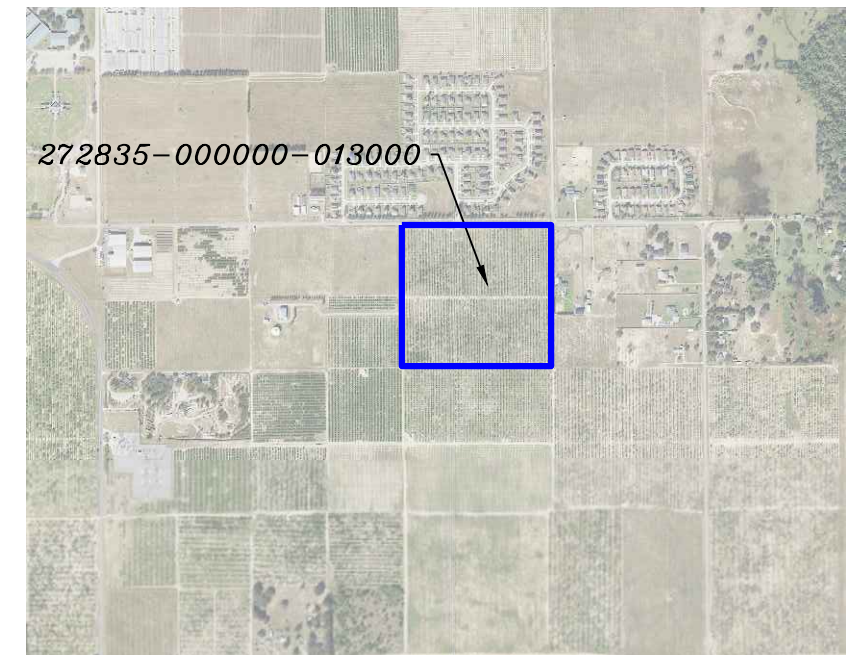
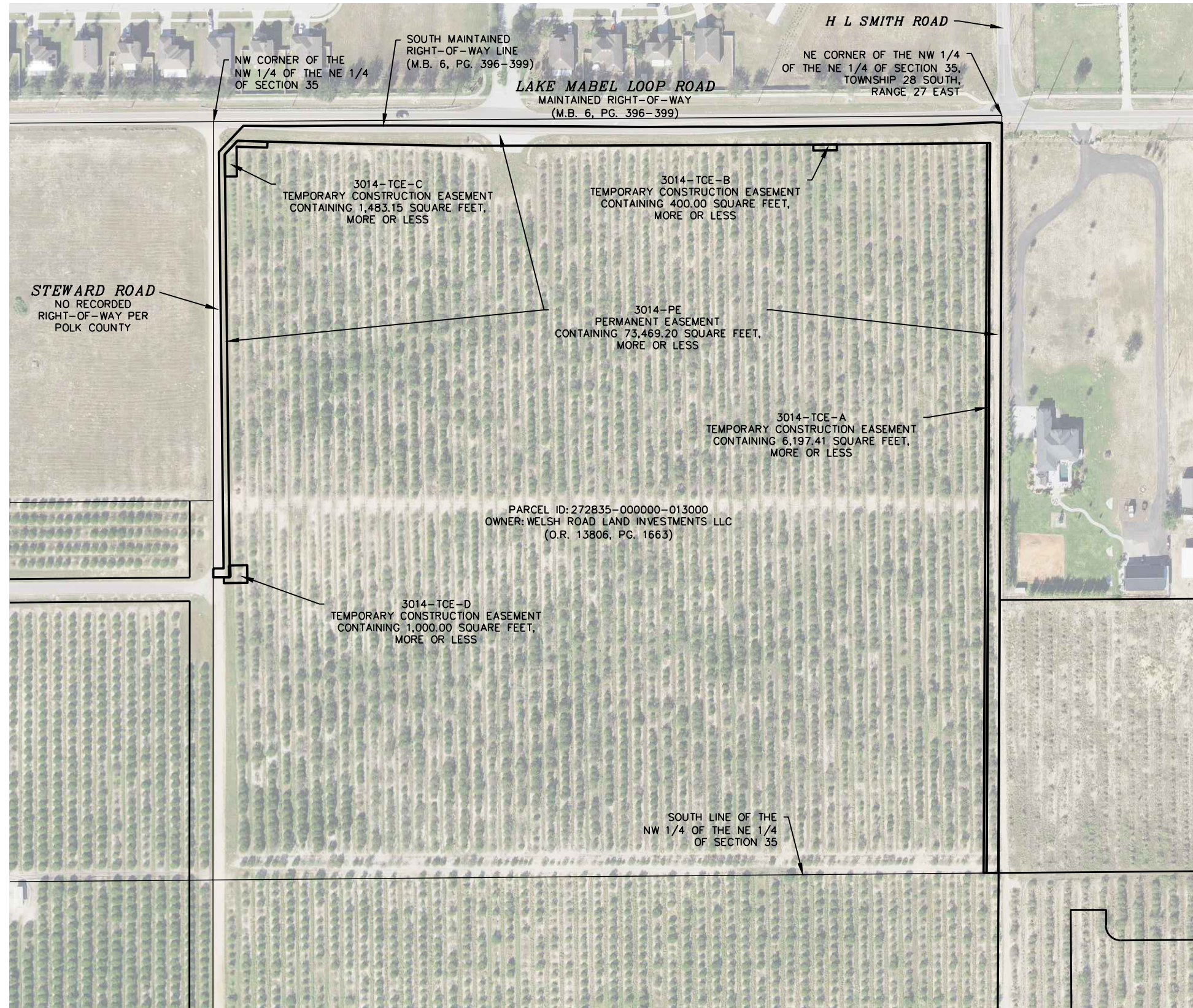
FIELD BOOK: — PAGE: —

DATE: 02/06/2026

SHEET NO. V-02

p: \\882503\CAD\Survey\KEY SHEET 1\15-STEWARD ROAD\882503-SCC-2024-08-02-STEWARD ESMTS.dwg 3014-TCE-C (2) Feb 06, 2026 6:42am by: jammernann

EXHIBIT

[illegible]

CHASTAIN-SKILLMAN
205 EAST ORANGE STREET
SUITE #110
LAKELAND, FL 33801-4611
(863) 646-1402

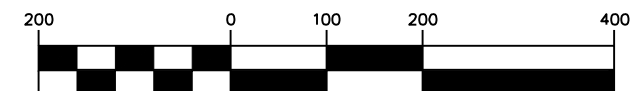
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POLK REGIONAL WATER COOPERATIVE

WELSH ROAD LAND INVESTMENTS LLC EXHIBIT

GRAPHIC SCALE



(IN FEET)
1 inch = 200 feet

FIELD BY:	N/A
DATE:	02/05/2026
FIELD BOOK & PAGE:	N/A

CS PROJECT NUMBER: 8825.03
PARCEL NUMBER: 3014
SHEET NUMBER: V-01

DESCRIPTION
3014-TCE-D

DESCRIPTION:

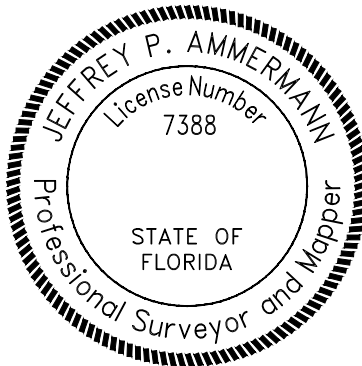
A parcel of land being a portion of "Phase 3, Parcel 1" as described in Official Records Book 13806, Pages 1663 through 1665, Public Records of Polk County, Florida, as located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35, thence South 00°16'00" West, along the East line of said Northwest 1/4 of the Northeast 1/4, a distance of 12.06 feet to the intersection with the South maintained right-of-way line of Lake Mabel Loop Road as depicted in Map Book 6, Pages 396 through 399, Public Records of Polk County, Florida; thence continue South 00°16'00" West, along said East line, 1273.40 feet to the South line of said Northwest 1/4 of the Northeast 1/4; thence South 89°29'09" West, along said South line, 20.00 feet; thence North 00°16'00" East, parallel with said East line of the Northwest 1/4 of the Northeast 1/4, a distance of 1239.49 feet; thence South 89°16'43" West, 207.25; thence South 89°44'19" West, 454.12 feet; thence South 89°55'23" West, 251.20 feet; thence North 88°44'44" West, 233.30 feet; thence North 88°33'53" West, 131.53 feet; thence South 43°01'22" West, 31.59 feet; thence South 00°40'37" East, 697.74 feet for the POINT OF BEGINNING; thence North 89°31'40" East, 30.00 feet; thence South 00°40'37" East, 30.00 feet; thence South 89°31'40" West, 40.00 feet; thence North 00°40'37" West, 10.00 feet; thence North 89°31'40" East, 10.00 feet; thence North 00°40'37" West, 20.00 feet to the POINT OF BEGINNING.

Said parcel contains 1,000.00 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann
Digitally signed by
Jeffrey P Ammermann
Date: 2026.02.06
06:51:25 -05'00'

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

CS PROJECT: 8825.03

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

3014-TCE-D

DRAWN BY: S. CHILDS

FIELD BOOK: — **PAGE:** —

DATE: 02/06/2026

SHEET NO. V-01

5: \\882503\CAD\Survey\KEY SHEET 1\15-STEWART ROAD\882503-SCC-2024-08-02-STEWART ESMTS.dwg 3014-TCE-D Feb 06, 2026 6:43am by: jammermann

LEGEND:

PG. = PAGE(S)
O.R. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH**3014-TCE-D****NOTES:**

- 1) This is not a Boundary survey.
- 2) Bearings are based on the East line of the NW 1/4 of the NE 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°16'00" 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.

POINT OF COMMENCEMENT

NE CORNER OF THE NW 1/4
OF THE NE 1/4 OF SECTION 35,
TOWNSHIP 28 SOUTH,
RANGE 27 EAST

LAKE MABEL LOOP ROAD
MAINTAINED RIGHT-OF-WAY VARIES
(M.B. 6, PG. 396-399)

SOUTH MAINTAINED
RIGHT-OF-WAY LINE
(M.B. 6, PG. 396-399)

PARCEL ID: 272835-000000-013000
OWNER: WELSH ROAD LAND INVESTMENTS LLC
(O.R. 13806, PG. 1663)

WEST LINE OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

EAST LINE OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

POINT OF BEGINNING

SUBJECT PARCEL
3014-TCE-D
CONTAINING 1,000.00 SQUARE FEET,
MORE OR LESS

DETAIL
SCALE 1" = 50'

POINT OF BEGINNING

SUBJECT PARCEL
3014-TCE-D
CONTAINING 1,000.00 SQUARE FEET,
MORE OR LESS

WEST LINE OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

SOUTH LINE OF THE
NW 1/4 OF THE NE 1/4
OF SECTION 35

SCALE 1" = 200'

LINE TABLE

LINE #	BEARING	LENGTH
L1	S 00°16'00" W	12.06'
L2	S 89°29'09" W	20.00'
L3	N 89°31'40" E	30.00'
L4	S 00°40'37" E	30.00'
L5	S 89°31'40" W	40.00'
L6	N 00°40'37" W	10.00'
L7	N 89°31'40" E	10.00'
L8	N 00°40'37" W	20.00'

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

3014-TCE-D**DRAWN BY: S. CHILDS****FIELD BOOK: — PAGE: —****DATE: 02/06/2026****SHEET NO. V-02**

3014-TCE-D (2) Feb 06, 2026 6:43am by: jammermann



Category	Percentage
100	100%
0	0%
50	50%
100	100%
200	200%

CS PROJECT NUMBER:	8825.03
PARCEL NUMBER:	3015
SHEET NUMBER:	V-01

[illegible]

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WELSH ROAD LAND INVESTEMENTS LLC EXHIBIT

DESCRIPTION
3015-TCE

DESCRIPTION:

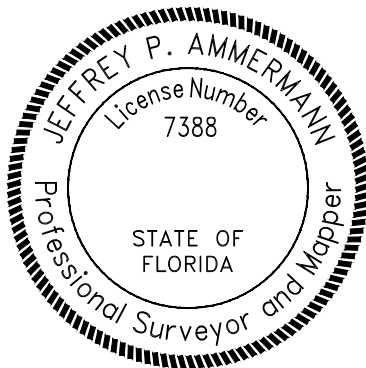
A parcel of land being a portion of the parcel described in Official Records Book 13281, Pages 1019 through 1020, Public Records of Polk County, Florida, located in Section 35, Township 28 South, Range 27 East, being more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest 1/4 of said Section 35, thence South 00°02'44" West, along the East line of said Northwest 1/4, a distance of 773.65 feet to the North line of the South 40.0 feet of the North 170.0 feet of the Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4; thence South 89°31'40" West, along said North line of the South 40.00 feet of the North 170.00 feet, a distance of 40.00 feet to the intersection with the West line of the East 40.00 feet of said Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4; thence continue South 89°31'40" West, along said North line, 626.84 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Northwest 1/4 of Section 35; thence North 00°06'46" West, along said West line, 15.00 feet; thence North 89°31'40" East, 20.45 feet for the POINT OF BEGINNING; thence North 00°06'46" West, 20.00 feet; thence North 89°31'40" East, 30.00 feet; thence South 00°06'46" East, 20.00 feet; thence South 89°31'40" West, 30.00 feet to the POINT OF BEGINNING.

Said parcel contains 600.00 square feet, more or less.

CERTIFICATION:

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



Jeffrey P
Ammermann

Digitally signed by
Jeffrey P Ammermann
Date: 2025.10.06
08:38:15 -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
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SHEET 1 OF 2
SEE SHEET 2 FOR
DESCRIPTION SKETCH, LEGEND,
AND SURVEYOR'S NOTES

CS PROJECT: 8825.03

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

3015-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 10 /06 /2025

SHEET NO. V-01

LEGEND:

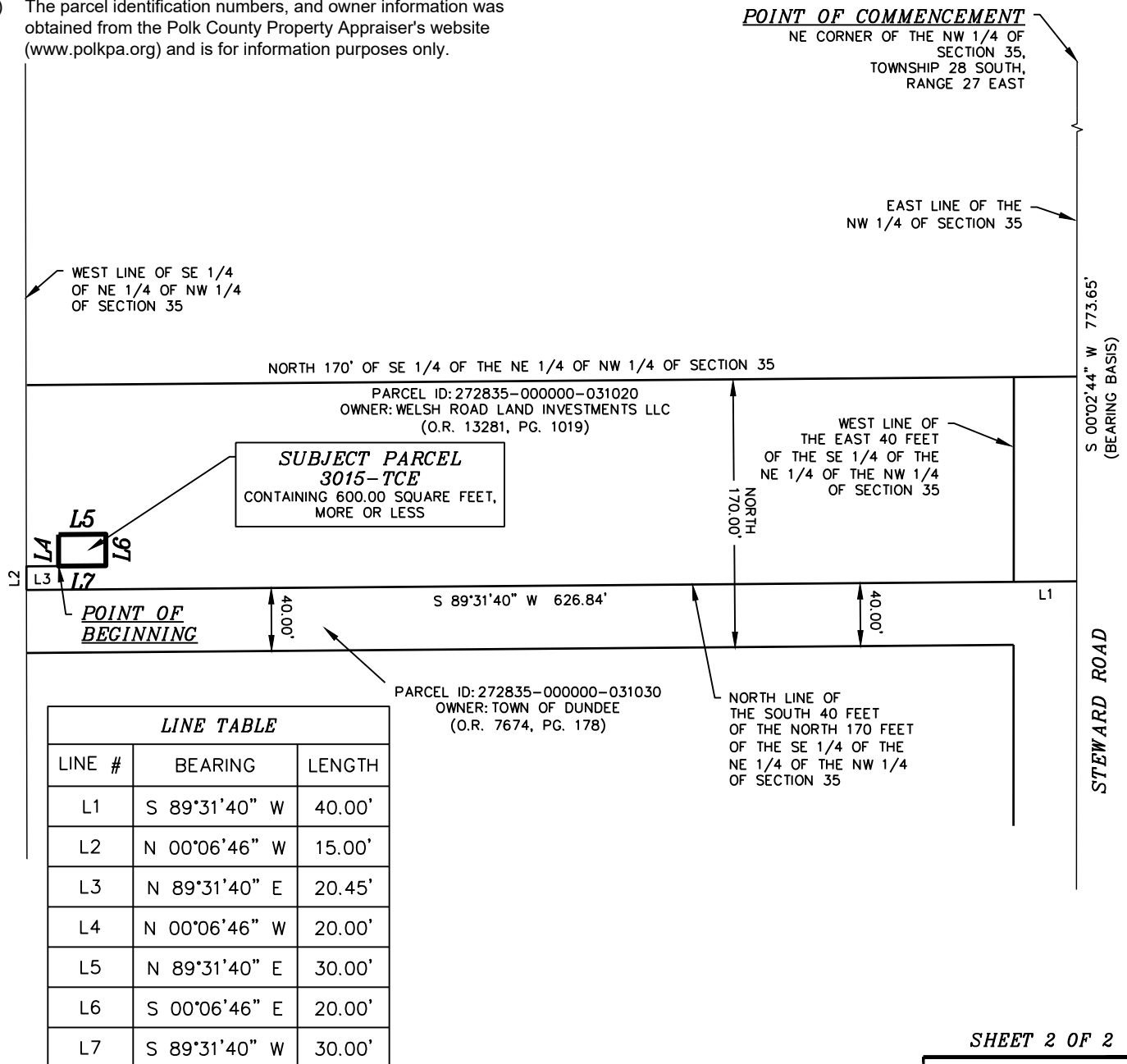
PG. = PAGE
O.R. = OFFICIAL RECORDS BOOK
PE = PERMANENT EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT
ID = IDENTIFICATION

DESCRIPTION SKETCH
3015-TCE

SCALE 1" = 100'

NOTES:

- 1) This is not a Boundary survey.
- 2) The bearings are based on the East line of the NW 1/4 of Section 35, Township 28 South, Range 27 East, Polk County, Florida, being assumed as South 00°02'44" West.
- 3) Please see sheet 1 of 2 for description, certification, and Surveyor's signature and seal.
- 4) No right-of-way information was found or provided for Steward Road.
- 5) 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.



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

3015-TCE

DRAWN BY: S. CHILDS

FIELD BOOK: — PAGE: —

DATE: 10/06/2025

SHEET NO. V-02

EXHIBIT D

Nonexclusive Temporary Construction Easement

[See Attached 1 Page]

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

The Easement in, upon and through the following described land in the County of Polk, State of Florida to-wit:

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

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

SUBJECT

Approve the Mediated Settlement with Mark D. Beck and Glenn Elliot Beck, Beck Agricultural Holdings LLLP, for PRWC Parcels 4007, 4008, 4009 Permanent and Temporary Construction Easements (Action)

DESCRIPTION

Following a mediated settlement meeting on May 11, 2026, the PRWC reached a monetary settlement agreement with the property owners and their attorney regarding the easements (4007 PE and TCE, 4008 PE and TCE, 4009 PE and TCE) needed on these properties (Exhibit A).

Pursuant to the mediated settlement, the property owner of this parcel will receive \$417,825 for permanent and temporary construction easements totaling 2.058 acres (approximately 2,600' of transmission main). The PRWC initial appraisal amount for permanent and temporary construction easements was \$215,200. The property owner provided a value of \$846,700. Following a series of cost negotiations at the mediation session, the parties agreed to a compensation of \$417,825. The increase in the amount of compensation provided to the property owner above the appraised value is considered reasonable and appropriate due to the impact the PRWC will have on existing orange groves (approximately 300 trees) with existing irrigation.

The PRWC will also incur expert fees in the amount of \$29,919.08 and the statutory attorney fee (mandated under Florida law) is \$66,866.25. The total cost for the easement is \$514,610.33.

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

- 1) The settlement is \$428,875 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$250,000-\$300,000 in costs;
- 3) The PRWC transmission line can remain as designed despite impacts to the orange groves.

This settlement was negotiated and settled by the PRWC's eminent domain attorney (Peterson and Myers) with the property owner and their attorney. An order of taking was obtained for the three parcels in February 2026. Upon Board approval the PRWC attorney will enter a Stipulated Final Judgement to the court for final approval.

RECOMMENDATION

Approve the Mediated Settlement with Mark D. Beck and Glenn Elliot Beck, Beck Agricultural Holdings LLLP, for PRWC Parcel Numbers 4007, 4008, and 4009 Permanent and Temporary Construction Easements.

FISCAL IMPACT

The Negotiated Settlement provides that the PRWC will pay \$514,610.33 (including expert and attorney 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

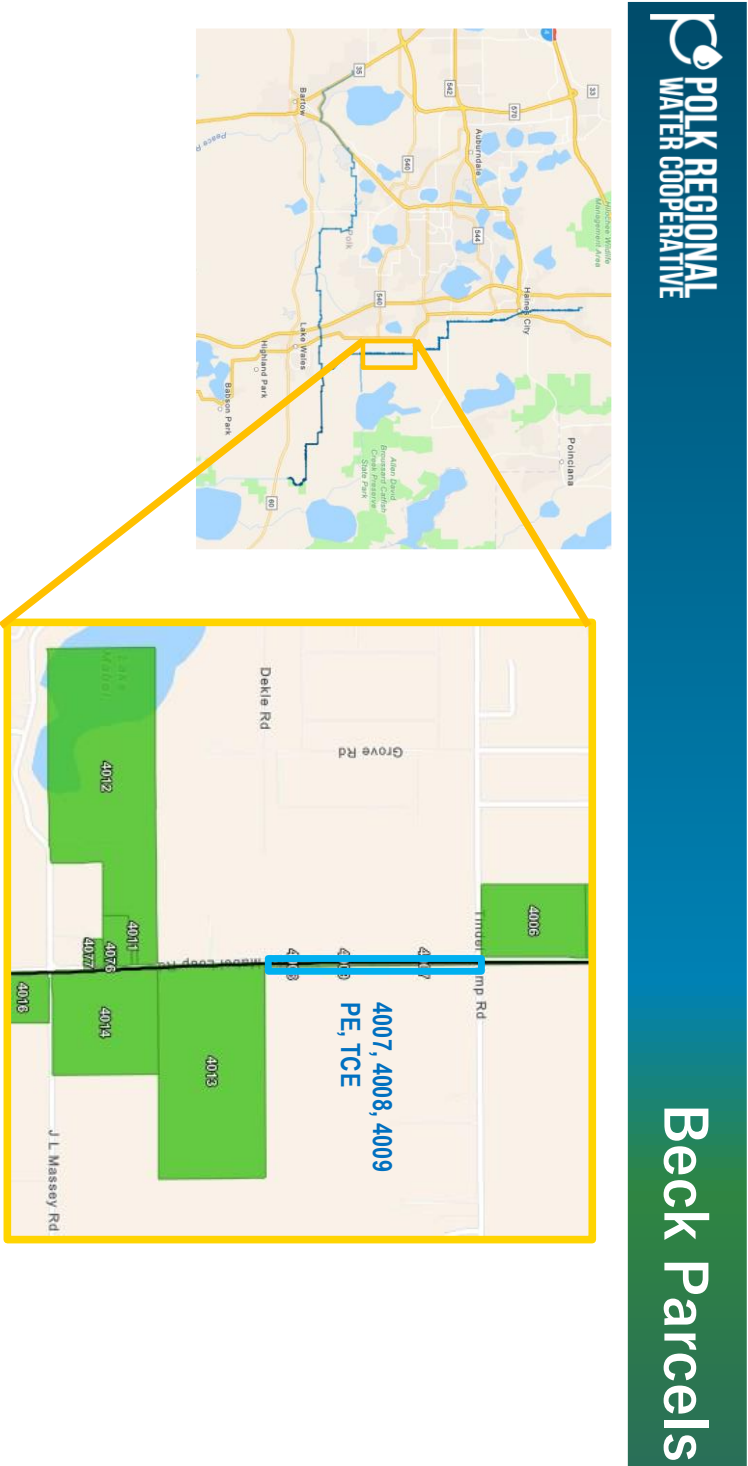


Exhibit A – Parcel 4007 Beck

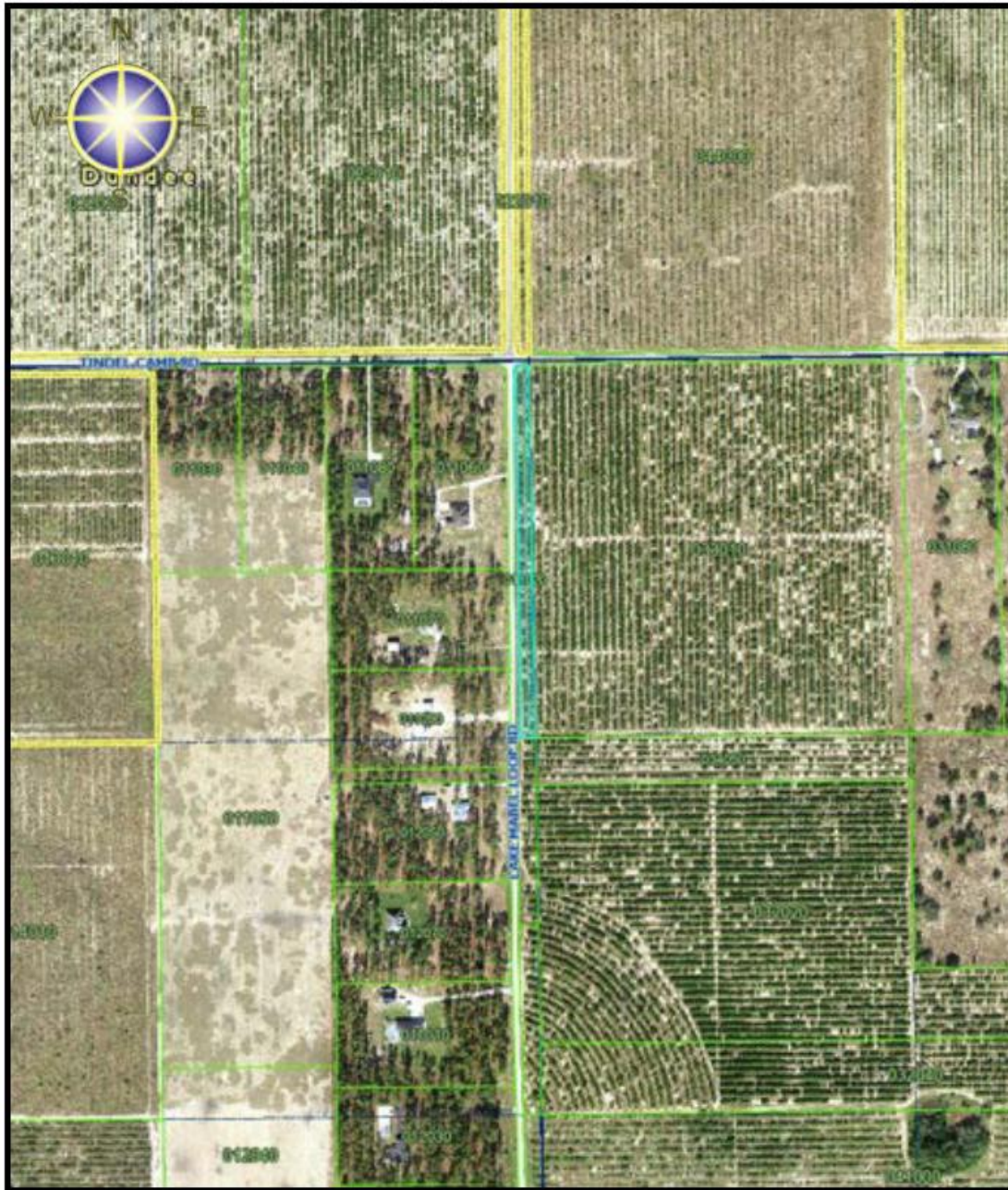


Exhibit A – Parcel 4007 Beck



Exhibit A – Parcel 4008 Beck



Exhibit A – Parcel 4008 Beck



Exhibit A – Parcel 4009 Beck



Exhibit A – Parcel 4009 Beck



SUBJECT

Approve the Mediated Settlement with Hunt Brothers Inc. for PRWC Parcels 3057, 5060, and 6002 Permanent and Temporary Construction Easements (Action)

DESCRIPTION

Following a mediated settlement meeting on June 24, 2026, the PRWC reached a monetary settlement agreement with the property owners and their attorney regarding the easements (3057 TCE, 5060 PE and TCE, 6002 PE and TCE) needed on these properties (Exhibit A).

Pursuant to the mediated settlement, the property owner of this parcel will receive \$790,000 for permanent and temporary construction easements totaling 2.591 acres (approximately 3,000' of transmission main). The PRWC initial appraisal amount for permanent and temporary construction easements was \$589,500. The property owner provided a value of \$990,000. Following a series of cost negotiations at the mediation session, the parties agreed to a compensation of \$790,000. The increase in the amount of compensation provided to the property owner above the appraised value is considered reasonable and appropriate due to the impact the PRWC will have on existing orange (approximately 320 trees) and tangerine (approximately 162 trees) groves with irrigation, fencing, and wind breaks (approximately 118 Eucalyptus trees).

The PRWC will also incur expert fees in the amount of \$30,691.75 and the statutory attorney fee (mandated under Florida law) is \$220,000. The total cost for the easement is \$1,040,691.75.

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

- 1) The settlement is \$200,000 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 the orange and tangerine groves.

This settlement was negotiated and settled by the PRWC's eminent domain attorney (Policastro Law Group) with the property owner and their attorney. An order of taking was obtained separately for each of the three parcels in late 2023 through 2024. Upon Board approval the PRWC attorney will enter a Stipulated Final Judgement to the court for final approval.

RECOMMENDATION

Approve the Mediated Settlement with Hunt Brother, Inc. for PRWC Parcel Numbers 3057, 5060, and 6002, for Permanent and Temporary Construction Easements.

FISCAL IMPACT

The Negotiated Settlement provides that the PRWC will pay \$1,040,691.75 (including expert and attorney 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

**POLK REGIONAL
WATER COOPERATIVE**

[illegible]

Exhibit A – Parcel 3057 Hunt Brothers Inc.



Exhibit A – Parcel 3057 Hunt Brothers Inc.



Exhibit A – Parcel 5060 Hunt Brothers Inc.

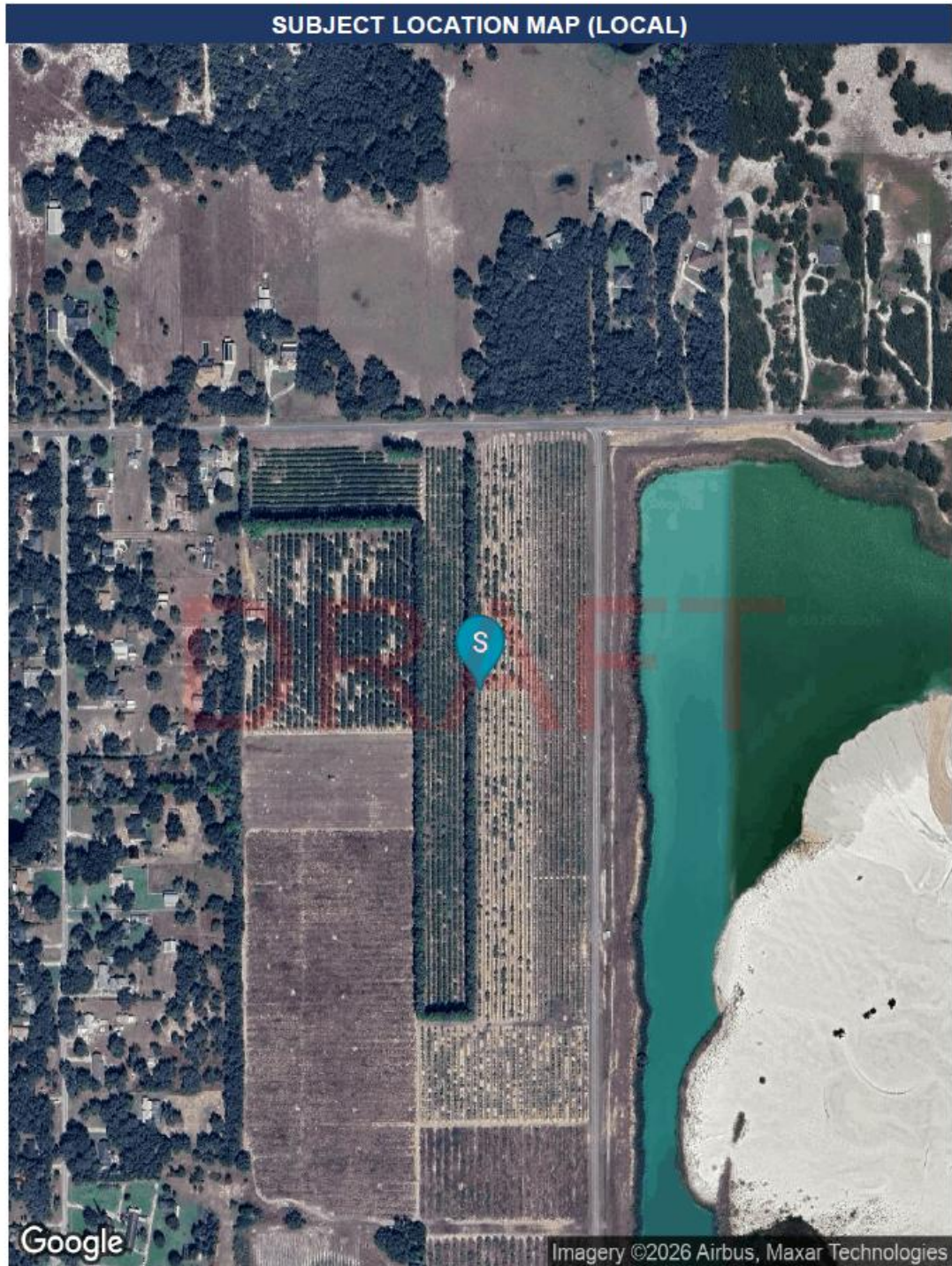


Exhibit A – Parcel 5060 Hunt Brothers Inc.



Exhibit A – Parcel 6002 Hunt Brothers Inc.

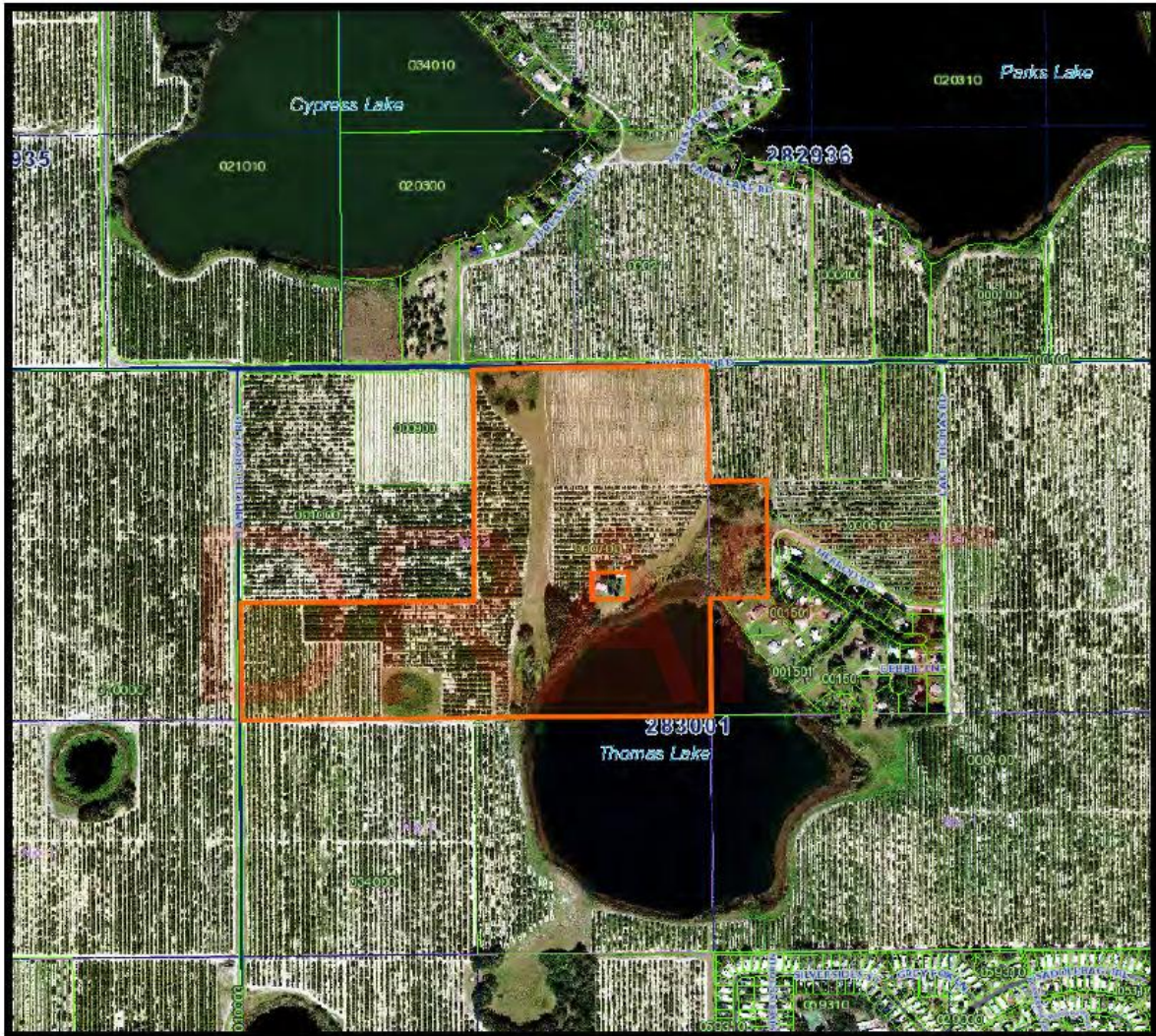


Exhibit A – Parcel 6002 Hunt Brothers Inc.



SUBJECT

Approve the Negotiated Settlement with Welsh Road Land Investments LLC for PRWC Parcels 3014, 3015, 3089, and 3090 Permanent and Temporary Construction Easements (Action)

DESCRIPTION

Following a Negotiated settlement process that cumulated with a final agreement on July 9, 2026, the PRWC reached a monetary settlement agreement with the property owners and their attorney regarding the easements (3014 TCE A/B/C/D and PE, 3015 PE and TCE, 3089 PE and TCE, 3090 PE and TCE) needed on these properties (Exhibit A).

Pursuant to the mediated settlement, the property owner of this parcel will receive \$995,000 for permanent and temporary construction easements totaling 2.48 acres (approximately 5,800' of transmission main). The PRWC initial appraisal amount for permanent and temporary construction easements was \$456,000. The property owner provided a value of \$1,610,800. Following a series of cost negotiations, the parties agreed to a compensation of \$995,000. The increase in the amount of compensation provided to the property owner above the appraised value is considered reasonable and appropriate due to the impact the PRWC will have on a development in the permitting stages with a loss of lots (8-20 lots), costs for development redesign, and escalation of land value due to development.

The PRWC will also incur expert fees in the amount of \$54,577.50 and the statutory attorney fee (mandated under Florida law) is \$230,087.50. The total cost for the easement is \$1,279,665.

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

- 1) The settlement is \$615,800 less than the owner's opinion of compensation;
- 2) A jury trial was avoided, which would have exposed the PRWC to an additional estimated \$400,000-\$450,000 in costs;
- 3) The PRWC transmission line can remain as designed and subsequently negotiated with the property owner.

This settlement was negotiated and settled by the PRWC's eminent domain attorney (Peterson and Myers) and land acquisition agent with the property owner and their attorney. An order of taking was not obtained/necessary for the settlement. The Attached Settlement Agreement (Exhibit B), to be signed upon approval by the Board of Directors, details the conditions of the settlement.

RECOMMENDATION

Approve the Negotiated Settlement with Welsh Road Land Investments LLC for PRWC Parcel Numbers 3014, 3015, 3089, 3090 for Permanent and Temporary Construction Easements.

FISCAL IMPACT

The Negotiated Settlement provides that the PRWC will pay \$1,279,665 (including expert and attorney 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

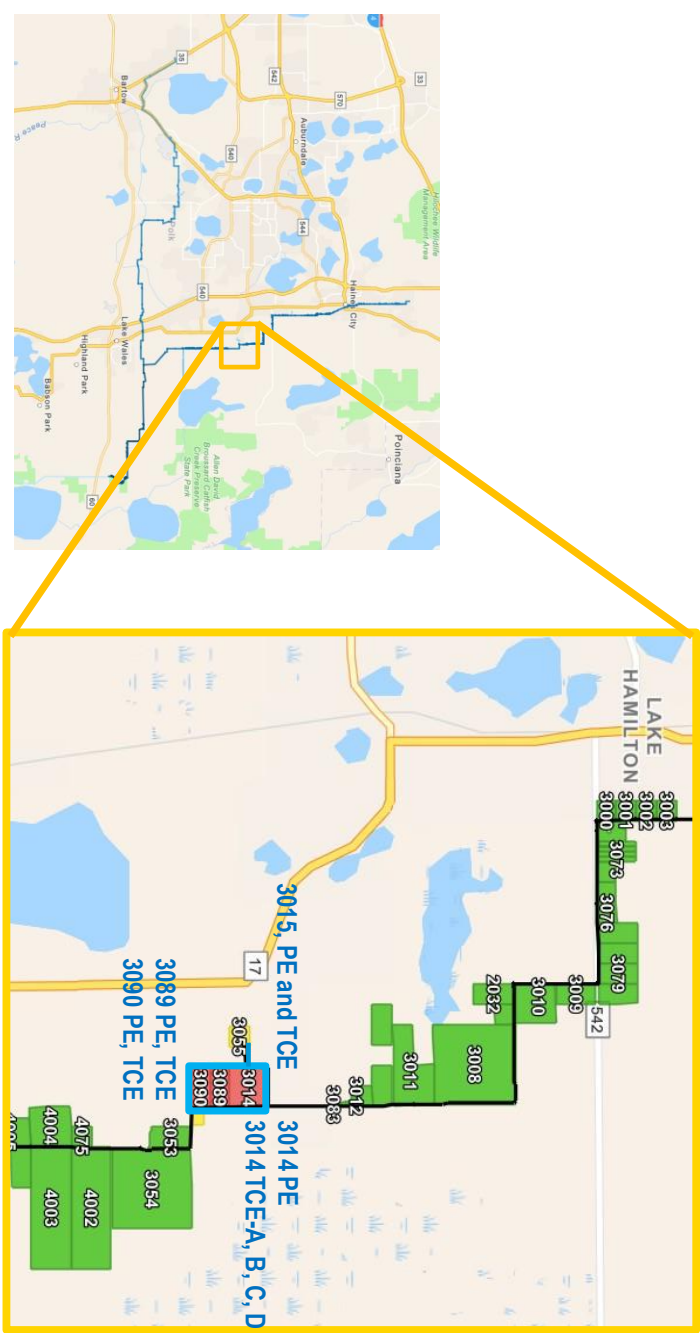


Exhibit A – Parcel 3014 Welsh Road Land Investments



Exhibit A – Parcel 3014 Welsh Road Land Investments



Exhibit A – Parcel 3015 Welsh Road Land Investments



Exhibit A – Parcel 3015 Welsh Road Land Investments



Exhibit A – Parcel 3089 Welsh Road Land Investments

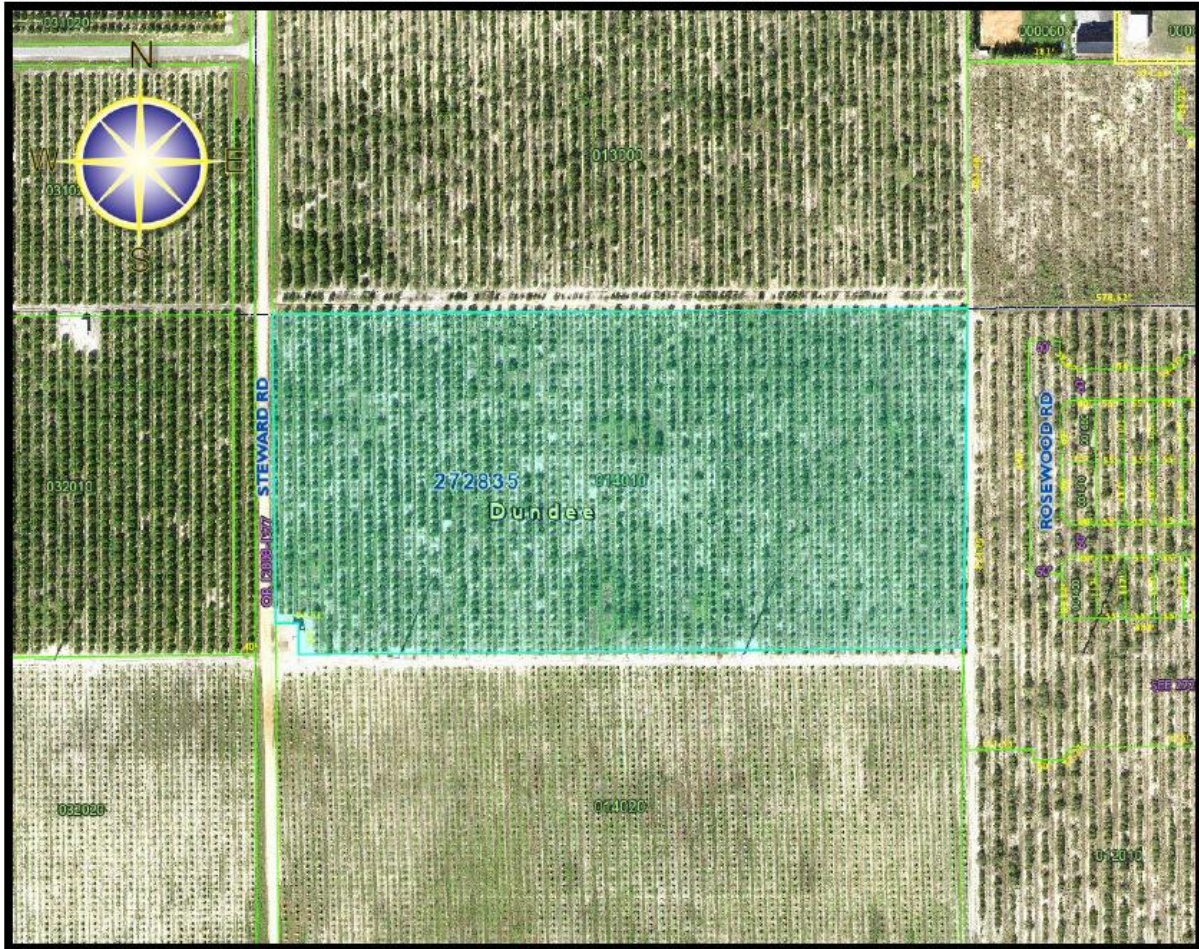


Exhibit A – Parcel 3089 Welsh Road Land Investments



Exhibit A – Parcel 3090 Welsh Road Land Investments



Exhibit A – Parcel 3090 Welsh Road Land Investments



Exhibit B

Welsh Road Land Investments Agreement



Project Name: Polk Regional Water Cooperative
Southeast Wellfield Project

Parcel(s) No: 3014-PE and 3014-TCE A/B/C/D
3015-PE and 3015-TCE
3089-PE and 3089-TCE
3090-PE and 3090-TCE

Parcel Tax ID No.: 272835-000000-013000
272835-000000-031020
272835-000000-014010
272835-000000-014020

AGREEMENT

STATE OF FLORIDA COUNT OF POLK

THIS AGREEMENT made and entered into this _____ day of July, 2026, by and between **Welsh Road Land Investments LLC, a Florida limited liability company**, hereinafter referred to as "Owner(s)", and **Polk Regional Water Cooperative, an independent special district of the State of Florida**, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Purchaser requires the easements described as 3014-PE and 3014-TCE A/B/C/D, 3015-PE and 3015-TCE, 3089-PE and 3089-TCE and 3090-PE and 3090-TCE, (see attached Exhibit "A"), as permanent and temporary easements for construction and maintenance of a water transmission pipeline, and said Owner is required to furnish the parcel for such purpose:

WATER PRODUCTION FACILITY, RAW WATER WELLFIELD/PIPELINE AND FINISHED WATER TRANSMISSION PIPELINE KNOWN AS THE SOUTHEAST WELLFIELD PROJECT

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Owner(s) agree(s) to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said easements and affected improvements for the total sum of \$995,000.00.
- (b) Purchaser shall pay unto the Owner(s) the sum of \$995,000.00 and Purchaser shall pay unto Helinger DeYoung pre-suit and statutory attorney fees and expert fees in the amount of \$284,665.00 by PRWC check or electronic wire, within thirty (30) days of Purchaser

Polk Regional Water Cooperative
330 W. Church Street
PO Box 9005, Drawer CA01, Bartow FL 33831



Board Approval and upon simultaneous delivery of such easement(s) of conveyance. Any improvements or personal property not removed within thirty (30) days after purchase of subject land shall be considered abandoned by the Owner(s).

- (c) The Owner agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by Purchaser to Owner.
- (d) The Project shall be constructed in substantial conformity with the project plans, which serve as the basis of this settlement, and are attached hereto as Attachment "B", as such plans pertain to Parcels 3014-PE and 3014-TCE A/B/C/D, 3015-PE and 3015-TCE, 3089-PE and 3089-TCE and 3090-PE and 3090-TCE.
- (e) The parties acknowledge that the conveyances are being made under the threat of condemnation.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY PRWC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

**OWNER(S): Welsh Road Land Investments LLC,
a Florida limited liability company**

By: Susan K. Collins, Manager

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

By: Eric DeHaven, Executive Director





DONE at Auburndale, Florida this 29th day of July, 2026

Southeast Lower Floridan Aquifer Project Board of the Polk Regional Water Cooperative

Chair

Secretary / Treasurer

Approved as to Form:

Edward P. de la Parte

Legal Counsel

Agreement Exhibits Available on Request

EXHIBIT A

Parcels 3014-PE and 3014-TCE A/B/C/D, 3015-PE and 3015-TCE

3089-PE and 3089-TCE and 3090-PE and 3090-TCE

Legal Descriptions and Sketches

Agenda Item H.9.7/29/2026

SUBJECT

Rejection and Termination of the Proposed Easement Purchase Agreements with Highland Meadows II Community Development District for PRWC Parcel Numbers 1029, 1037, 1062 and 1063
Permanent and Temporary Construction Easements (Action)

DESCRIPTION

The PRWC conducted a negotiated acquisition process with the property owner and its attorney that began in August 2025 and culminated on June 26, 2026 in proposed purchase agreements regarding the easements (1029 PE and TCE, 1037 PE and TCE, 1062 A/B/C PE and A/B/C TCE, 1063 PE and TCE) needed on these properties (Exhibit A).

Pursuant to the proposed agreements, the property owner would have received \$482,900 for permanent and temporary construction easements totaling 0.764 acres (approximately 2600' of transmission main). The property owner agreed to the PRWC valuation and executed the easement agreement. The PRWC Executive Director also executed the agreements at the appraisal amount pursuant to authority previously delegated to him by the Board of Directors. Closing was scheduled to occur on July 9, 2026. Title work disclosed an outstanding municipal lien in favor of the City of Haines City encumbering the properties. To allow the closing to proceed while the property owner sought elimination or reduction of the lien, a post-closing escrow agreement withholding \$30,000 of the compensation to address the lien was prepared; however, that escrow agreement was never executed. The property owner then refused to close under the terms of the signed agreements and requested that the PRWC pay additional compensation, above the agreed price, as a condition of closing.

The PRWC and the construction contractor are now ready to construct the transmission main within the Highland Meadows area. The property owner was told that time is critical for the PRWC to have the proper easements to commence construction. The PRWC's acquisition agent informed the property owner that the closing had to occur by the end of the week of July 10, 2026. The closing did not occur.

Following the property owner's refusal to close and the missed closing deadline, the PRWC and TeamOne engineers, its construction manager at risk (Florida Water Partners) and the contractor (Mid-South), performed an analysis to determine whether the transmission main work could occur entirely in the right-of-way thereby eliminating the need for the easements. The analysis indicated that all work could be done within the right-of-way if the construction technique switched from an open cut installation to a directional drill. The cost analysis indicated that the directional drill would add approximately \$70,000 in additional cost. The PRWC would save over \$410,000 in net land costs (\$482,900 in avoided easement compensation, less the additional construction cost) by proceeding to perform the work entirely in the right-of-way. The PRWC will also be liable for payment

of the property owners attorney and expert fees associated with easement work. The amount is expected to be under \$50,000.

The Board of Directors may rescind the Executive Director's approval of the agreements, in which event the agreements will not take effect. In addition, and independently, the property owner's refusal to close under the terms of the signed agreements within a reasonable time constitutes a failure to perform that allows the PRWC to terminate the agreements. Based on this information and the availability of the right-of-way alternative, staff recommends that the Board reject the proposed agreements, terminate them to the extent necessary based on the property owner's non-performance, and proceed with performing the work by directional drill entirely within the right-of-way.

RECOMMENDATION

Rescind the Executive Director's approval of, decline to approve, and reject the proposed easement purchase agreements with Highland Meadows II Community Development District for PRWC Parcel Numbers 1029, 1037, 1062 and 1063 Permanent and Temporary Construction Easements and, to the extent necessary, terminate the agreements based on the property owner's failure to close.

FISCAL IMPACT

Rejection and termination of the proposed easement purchase agreements with Highland Meadows will result in a net savings to the PRWC of approximately \$410,000.

CONTACT INFORMATION

Eric DeHaven



H.X Highland Meadows CDD Parcels



Exhibit A – Parcel 1029 Highland Meadows



Exhibit A – Parcel 1037 Highland Meadows



Exhibit A – Parcel 1062 Highland Meadows



Exhibit A – Parcel 1063 Highland Meadows



Agenda Item I.1.7/29/2026

SUBJECT

Preliminary West Polk Wellfield Project Budget - FY2027 (Information)

DESCRIPTION

Per the requirements of the Interlocal Agreement creating the Cooperative and entered into on June 1, 2016, the Cooperative shall submit a budget of the Water Project Costs with a copy of the tentative budget no later than 30 days before the budget hearing. This is an informational item in preparation for budget approval at the next PRWC BOD meeting.

The Fiscal Year 2027 Preliminary West Polk Wellfield Project Budget for the PRWC is presented for the Board's information, review, and comment. This budget is related to project work to be completed under the Amended and Restated Implementation Agreement for the West Polk Lower Floridan Wellfield dated July 2022 for the design and construction of the West Polk (WP) Water Production Facility (WPF) and Transmission Mains (TM).

The Business Plan for FY 2027 included the pro-rata allocation of administrative contractual employees' salaries in the West Polk project costs. These costs are reflected in the total FY 2027 budget.

This informational item recaps expenditures for previous FY budgets in addition to the budget for Fiscal Year 2027 for the Board's information, review and comment. The final budget will be presented for consideration and approval at the September 2026 BOD meeting along with the corresponding resolution.

RECOMMENDATION

Information only. This information will be presented again as an action item at the September 2026 BOD meeting.

FISCAL IMPACT

Approval of this budget at the September Board of Directors meeting will authorize PRWC to collect revenue and expend funds in accordance with the budget.

CONTACT INFORMATION

Eric DeHaven
Laura Guy-Rice

**Polk Regional Water Cooperative
Preliminary West Polk Project Budget
Fiscal Year 2027**

	FY 2027	FY 2026	FY 2025	FY 2024	FY 2023
Projected Costs (\$M)	\$ 5.22	\$ 16.68	\$ 27.18	\$ 11.89	\$ 7.18
Funding (\$M)					
Co-funding and other Grants¹	\$ -	\$ 7.60	\$ 7.62	\$ 3.95	\$ 1.85
PRWC Obligation^{2, 3}	\$ 5.22	\$ 9.08	\$ 19.56	\$ 7.94	\$ 5.33
<i>Project</i>	\$ 5.22	\$ 9.06	\$ 19.56	\$ 7.94	\$ 5.33
<i>Contractual Employees Salary Allocation</i>		\$ 0.02			
TOTAL FUNDING	\$ 5.22	\$ 16.68	\$ 27.18	\$ 11.89	\$ 7.18
Actual Expenditures (\$M)⁴	N/A	\$ 10.12	\$ 9.14	\$ 0.46	\$ 1.74

NOTES:

Commencing with FY 2025, Business Plan budget methodology is followed.

1. Co-funding is through SWFWMD not including land, legal fees, or other non-eligible expenses which may be covered by other funding. Funding sources subject to monitoring and revision.

2. Primary financing is through WIFIA and SRF with other funding sources pursued as needed. Additional grant funding may reduce a PRWC obligation. This does not include debt issuance costs.

3. FY 2027 PRWC obligation includes an allocation of the administrative contractual salaries between the Southeast and West Polk Projects on a pro rata basis. For FY 2027, these costs are included in the project costs presented in the Business Plan.

4. FY 2026 actual expenditures are through March.

Agenda Item I.2.

7/29/2026

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

Agenda Item I.3.7/29/2026

SUBJECT

Approval of Land Purchase from Mid-Florida Land/Yacoub Tareq for West Polk Wellfield Production Well 3 (Action)

DESCRIPTION

Following negotiations between the PRWC and the Mid Florida Land & Development, Inc./Tareq Yacoub, the PRWC reached an agreement for the purchase of approximately 2.06 acres of land for the West Polk Wellfield Well Site 3. The location map is attached as Exhibit A and the three Purchase Agreements for Well Site 3 are attached as Exhibit B.

Pursuant to the negotiated cost, Mid Florida/Tareq Yacoub will receive \$840,000 for the well site. The PRWC appraisal amount for the property was a total of \$717,900 (August 2025 appraisal). The property owner initially countered at \$1,076,808. After a series of cost exchanges, an agreement was reached at \$840,000, which is \$122,100 above the appraised value but \$236,808 below the initial offer by the property owner. The increase in the amount of compensation provided to Mid Florida/Tareq Yacoub above the appraised value is considered appropriate given the age of the PRWC appraisal (eight months) and the lack of available land suitable for well sites locations in this area.

The Mid Florida/Tareq Yacoub property is comprised of four separate lots totaling 2.06 acres. All four lots are needed for the construction of the well. However, the PRWC will retain the right to sell the largest lot to the west (1.46 acres) once well construction is complete. Based on current land costs the PRWC could potentially sell the lot at a price of approximately \$500,000 - \$600,000.

The sale has numerous advantages to the PRWC including:

- 1) The PRWC can acquire a raw water well site from a willing seller within a highly congested area;
- 2) The eminent domain process and a potential jury trial will be avoided, which would have exposed the PRWC to an additional estimated \$200,000-\$300,000 in costs for the wellsite;
- 3) The well site is in an advantageous location for the raw water pipeline to the future Water Production Facility.

RECOMMENDATION

Approve the Purchase Agreement with Mid-Florida/Yacoub Tareq for West Polk Wellfield Production Well 3.

FISCAL IMPACT

The Purchase Agreement provides that the PRWC will pay \$840,000 for West Polk well site 3. Approximately \$245,025 of these costs are anticipated to be reimbursed through a Heartland Headwaters Protection and Sustainability Act grant. The remainder (\$596,228) will be paid for through the Truist Line of Credit in order to sell this property after construction. A total of \$7,770,866 is budgeted for West Polk land costs.

CONTACT INFORMATION

Eric DeHaven

Exhibit A

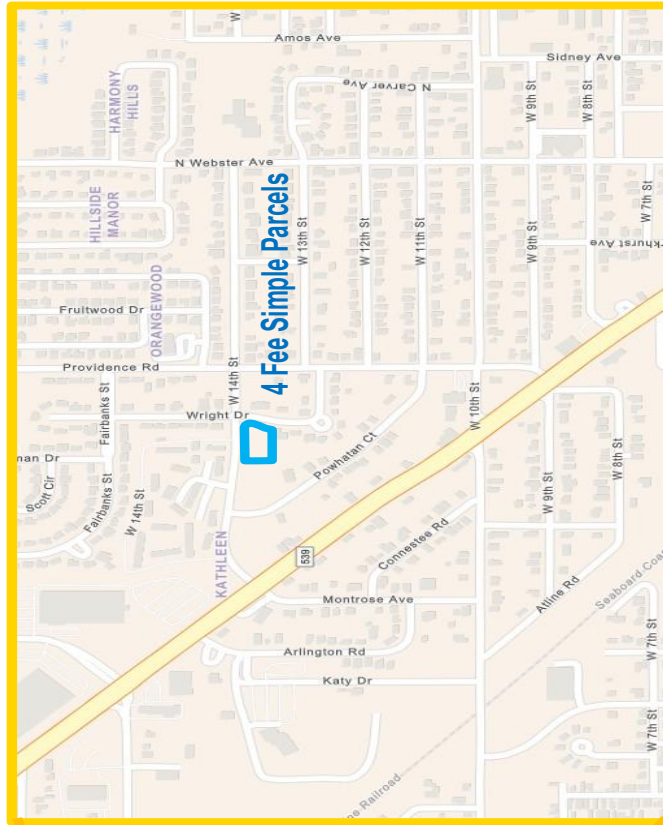
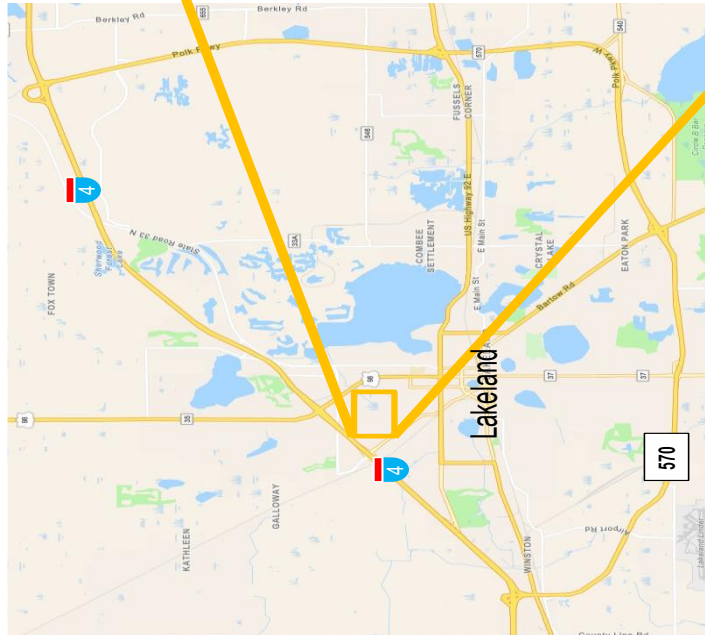


Exhibit A

SUBJECT PARCEL AERIAL

WELL SITE 28 AREA CALCULATIONS				
Parcel No.	Ownership	Size (SF)	Size (AC)	
23-28-11-027500-000072	MID FLORIDA LAND & DEVELOPMENT, INC.	63,598	1.46	
23-28-11-028000-000101	TAREQ YACOB	3,485	0.08	
23-28-11-027000-021090	MID FLORIDA LAND & DEVELOPMENT, INC.	10,890	0.25	
23-28-11-028000-000103	MID FLORIDA LAND & DEVELOPMENT, INC.	<u>11,761</u>	<u>0.27</u>	
TOTAL SIZE		89,734	2.06	



Exhibit A



Exhibit B

Land Purchase Agreements PRWC Well Site 3



Project Name: Polk Regional Water Cooperative
West Polk Lower Floridan Aquifer
Water Production Facility
Parcel No.: Well Site 3
Property I.D. No.: 232811-028000-000101

AGREEMENT

**STATE OF FLORIDA
COUNTY OF POLK**

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between **Tareq Yacoub**, hereinafter referred to as "Seller", and **Polk Regional Water Cooperative, an independent special district of the State of Florida**, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Purchaser requires the lands located at the southwest corner of the intersection of Wright Drive and 14th Street West, Lakeland, Florida, further described as 0 14th Street, Lakeland, Florida 33805 (Parcel ID No. 232811-028000-000101). Seller agrees to sell, assign, transfer, and convey to Purchaser, and the Purchaser agrees to purchase from Seller that certain real property ("Property") consisting of +/- 0.08 acres of land, described as:

See Exhibit "A" attached.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Seller agrees to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said lands and affected improvements for the total sum of \$32,000.00.
- (b) Purchaser shall pay unto the Seller the sum of \$32,000.00 by PRWC check or electronic wire, within ninety (90) days from date hereof upon simultaneous delivery of the deed of conveyance. Any improvements or personal property not removed within thirty (30) days after purchase of subject land shall be considered abandoned by the Seller.
- (c) The Seller agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property

Polk Regional Water Cooperative
330 W. Church Street
PO Box 9005, Drawer CA01, Bartow FL 33831

Tareq Yacoub
West Polk Well Site 3
Page 2 of 2

interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by PRWC to Seller.

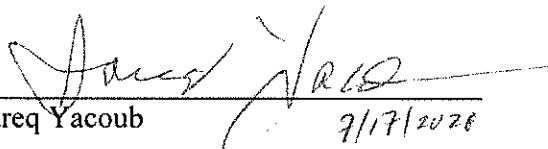
- (d) Seller agrees that Purchaser's duty to purchase the Property contemplated in this Agreement is contingent upon Purchaser being able to complete the purchase of the properties described in the following agreements (the "Contingent Purchase Agreements") simultaneously with the purchase of the Property contemplated in this Agreement. The Contingent Purchase Agreements are:
1. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located near the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID Nos. 232811-027000-021090 and 232811-028000-000103), dated of even date herewith; and
 2. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located south of 14th Street West and east of Powhatan Court, Lakeland, Florida (Parcel ID No. 232811-027500-000072), dated of even date herewith.

If Purchaser is unable to complete one or both of the purchases described in the Contingent Purchase Agreements upon the terms contained therein, then Purchaser shall not be required to purchase the Property described in this Agreement.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY PRWC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

SELLER:

By: 
Tareq Yacoub 7/17/2020



Tareq Yacoub
West Polk Well Site 3
Page 3 of 3

PURCHASER:

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

By: _____
Eric DeHaven, Executive Director

DONE at Auburndale, Florida this 29th day of July, 2026

West Polk Lower Floridan Aquifer Water Production Facility Project Board of the Polk Regional
Water Cooperative

Chair

Secretary / Treasurer

Approved as to Form:

Edward P. de la Parte
Legal Counsel



FIRST ADDENDUM TO PURCHASE AGREEMENT BY AND BETWEEN TAREQ
YACoub, SELLER, AND POLK REGIONAL WATER COOPERATIVE, AN
INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, PURCHASER

THIS ADDENDUM is made a part of the Purchase Agreement (the "Agreement") executed by the Parties on even date herewith respecting certain real property described as (the "Property"):

Lands located at the southwest corner of the intersection of Wright Drive and 14th Street West, Lakeland, Florida, further described as 0 14th Street, Lakeland, Florida 33805 (Parcel ID No. 232811-028000-000101) (Legal may be confirmed by survey).

1. It is the purpose of this First Addendum to modify and clarify certain terms and conditions of said Agreement, and it is intended by the parties hereto to have the same force and effect as the Agreement itself. By this First Addendum the Seller and Buyer further agree as follows:

2. To the extent that any of the provisions contained herein conflict with any of the terms or conditions contained within the Agreement, then and in that event, the provisions contained herein shall prevail in construing or interpreting the consolidated agreement of which this First Addendum is a part, and both the Agreement and First Addendum shall be construed under the laws of the State of Florida.

3. Except as expressly set forth in this Agreement, Seller makes no statement, representation or warranty whatsoever as to the condition of the Property, including but not limited to, environmental conditions, whether disclosed herein or otherwise. PURCHASER EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT PURCHASER IS PURCHASING THE PROPERTY ON "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE AND (II) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND ANY AND ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN OR MADE BY OR ON BEHALF OF SELLER.

PURCHASER HEREBY RELEASES SELLER, ITS DIRECTORS, MEMBERS, MANAGERS, OFFICERS, OWNERS, AND THEIR RESPECTIVE AGENTS, AFFILIATES AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RESPONSIBILITY, CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RELATED TO THE

CONDITION OF THE PROPERTY OR THE SUITABILITY FOR ANY PURPOSE. PURCHASER FURTHER ACKNOWLEDGES THIS SECTION IS A MATERIAL INDUCEMENT TO SELLER ENTERING INTO THIS AGREEMENT AND ACCORDINGLY SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE DEEMED TO BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

4. Purchaser acknowledges and agrees that Seller's duty to sell the Property contemplated in this Agreement is contingent upon Seller and Tareq Yacoub being able to complete the sale of the properties described in the following agreements (the "Contingent Purchase Agreements") simultaneously with the purchase of the Property contemplated in this Agreement. The Contingent Purchase Agreements are:

A. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located near the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID Nos. 232811-027000-021090 and 232811-028000-000103), dated of even date herewith; and

B. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located at the southeast corner of 14th Street West and Powhatan Drive, Lakeland, Florida (Parcel ID. No. 232811-027500-000072), described as 0 Powhatan Court, Lakeland, Florida 33805, dated of even date herewith.

The Parties expressly agree that the sale and purchase of one or all of the four (4) referenced parcels is contingent upon, and subject to, the occurrence of the simultaneous closings (the "Simultaneous Closings") of all four (4) parcels. The Simultaneous Closings are a material condition precedent to each Party's obligation to proceed to closing under this Agreement. Accordingly, neither Party shall be required to close the transaction unless the Simultaneous Closings occur, and the Parties shall cooperate in good faith to schedule and coordinate the closings so that they occur as a simultaneously, including executing customary closing instructions consistent with this Section. If the Simultaneous Closings do not occur on the scheduled closing date (as may be extended by written agreement of the Parties), then, unless the Parties agree in writing to a new closing date and continued coordination for Simultaneous Closings, this Agreement shall terminate automatically upon written notice by either Party to the other given within sixty (60) days after the scheduled closing date stating that the Simultaneous Closings did not occur and that the Party is electing to terminate under this Section.

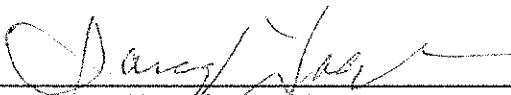
5. This Agreement is additionally conditioned upon Purchaser obtaining PRWC approval at a PRWC Board Meeting scheduled on or before July 29, 2026. If the Purchaser does not obtain PRWC approval at a PRWC Board Meeting on or before July 29, 2026, then unless the Parties agree to extend the approval date in writing to a new approval date, this Agreement shall terminate and the termination shall be self-executing without the need for notice.

6. Purchaser represents that this transaction is not subject to documentary stamps pursuant to FAC 12B-4.014. However, should there be an audit and documentary stamps are

deemed to be due and owing on this transaction, then Purchaser agrees to pay the same and waives any statute of limitation.

7. Purchaser shall pay the cost of the premium payable for the Owner's Policy of Title Insurance and all search fees and costs paid or payable in connection with the issuance of the Title Commitment or such Owner's Policy of Title Insurance, Title Search, Municipal Lien search, the cost of all documentary stamps that are required to be affixed to the Deed, if any, cost to record the Deed, and closing fees. Each Party shall bear its own document preparation and attorney fees.

**SELLER: Mid-Florida Land & Development, Inc., a
Florida corporation**

By: 
Tareq Yacoub, President
July 17, 2020

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

By: _____
Eric DeHaven, Executive Director



Project Name: Polk Regional Water Cooperative
West Polk Lower Floridan Aquifer
Water Production Facility
Parcel No.: Well Site 3
Property I.D. No.: 232811-027500-000072

AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between **Mid-Florida Land & Development, Inc., a Florida corporation**, hereinafter referred to as "Seller", and **Polk Regional Water Cooperative, an independent special district of the State of Florida**, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Purchaser requires the lands located at the southeast corner of 14th Street West and Powhatan Drive, Lakeland, Florida (Parcel ID. No. 232811-027500-000072), described as 0 Powhatan Court, Lakeland, Florida 33805. Seller agrees to sell, assign, transfer, and convey to Purchaser, and the Purchaser agrees to purchase from Seller that certain real property ("Property") consisting of +/- 1.46 acres of land, described as:

See Exhibit "A" attached.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Seller agrees to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said lands and affected improvements for the total sum of \$596,000.00.
- (b) Purchaser shall pay unto the Seller the sum of \$596,000.00 by PRWC check or electronic wire, within ninety (90) days from date hereof upon simultaneous delivery of the deed of conveyance. Any improvements or personal property not removed within thirty (30) days after purchase of subject land shall be considered abandoned by the Seller.
- (c) The Seller agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property

Polk Regional Water Cooperative
330 W. Church Street
PO Box 9005, Drawer CA01, Bartow FL 33831

Mid-Florida Land & Development, Inc., a Florida corporation
 West Polk Well Site 3
 Page 2 of 2

interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by PRWC to Seller.

- (d) Seller agrees that Purchaser's duty to purchase the Property contemplated in this Agreement is contingent upon Purchaser being able to complete the purchase of the properties described in the following agreements (the "Contingent Purchase Agreements") simultaneously with the purchase of the Property contemplated in this Agreement. The Contingent Purchase Agreements are:
1. Agreement between Polk Regional Water Cooperative and Tareq Yacoub for the purchase of property located at the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID No. 232811-028000-000101), dated of even date herewith; and
 2. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located near the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID Nos. 232811-027000-021090 and 232811-028000-000103), dated of even date herewith.

If Purchaser is unable to complete one or both of the purchases described in the Contingent Purchase Agreements upon the terms contained therein, then Purchaser shall not be required to purchase the Property described in this Agreement.

* **THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY PRWC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

**SELLER: Mid-Florida Land & Development, Inc., a
 Florida corporation**

By: 
 Tareq Yacoub, President
 July 17, 2020



Mid-Florida Land & Development, Inc., a Florida corporation
 West Polk Well Site 3
 Page 3 of 3

PURCHASER:

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

By: _____
 Eric DeHaven, Executive Director

DONE at Auburndale, Florida this 29th day of July, 2026

West Polk Lower Floridan Aquifer Water Production Facility Project Board of the Polk Regional
 Water Cooperative

 Chair

 Secretary / Treasurer

Approved as to Form:

 Edward P. de la Parte
 Legal Counsel



FIRST ADDENDUM TO PURCHASE AGREEMENT BY AND BETWEEN MID-FLORIDA
LAND & DEVELOPMENT, INC., A FLORIDA CORPORATION, SELLER, AND POLK
REGIONAL WATER COOPERATIVE, AN INDEPENDENT SPECIAL DISTRICT OF THE
STATE OF FLORIDA, PURCHASER

THIS ADDENDUM is made a part of the Purchase Agreement (the "Agreement") executed by the Parties on even date herewith respecting certain real property described as (the "Property"):

Lands located at the southeast corner of 14th Street West and Powhatan Drive,
Lakeland, Florida (Parcel ID. No. 232811-027500-000072), described as 0
Powhatan Court, Lakeland, Florida 33805. (Legal may be confirmed by survey)

1. It is the purpose of this First Addendum to modify and clarify certain terms and conditions of said Agreement, and it is intended by the parties hereto to have the same force and effect as the Agreement itself. By this First Addendum the Seller and Buyer further agree as follows:

2. To the extent that any of the provisions contained herein conflict with any of the terms or conditions contained within the Agreement, then and in that event, the provisions contained herein shall prevail in construing or interpreting the consolidated agreement of which this First Addendum is a part, and both the Agreement and First Addendum shall be construed under the laws of the State of Florida.

3. Except as expressly set forth in this Agreement, Seller makes no statement, representation or warranty whatsoever as to the condition of the Property, including but not limited to, environmental conditions, whether disclosed herein or otherwise. PURCHASER EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT PURCHASER IS PURCHASING THE PROPERTY ON "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE AND (II) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND ANY AND ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN OR MADE BY OR ON BEHALF OF SELLER.

PURCHASER HEREBY RELEASES SELLER, ITS DIRECTORS, MEMBERS, MANAGERS, OFFICERS, OWNERS, AND THEIR RESPECTIVE AGENTS, AFFILIATES AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RESPONSIBILITY, CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RELATED TO THE

CONDITION OF THE PROPERTY OR THE SUITABILITY FOR ANY PURPOSE. PURCHASER FURTHER ACKNOWLEDGES THIS SECTION IS A MATERIAL INDUCEMENT TO SELLER ENTERING INTO THIS AGREEMENT AND ACCORDINGLY SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE DEEMED TO BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

4. Purchaser acknowledges and agrees that Seller's duty to sell the Property contemplated in this Agreement is contingent upon Seller and Tareq Yacoub being able to complete the sale of the properties described in the following agreements (the "Contingent Purchase Agreements") simultaneously with the purchase of the Property contemplated in this Agreement. The Contingent Purchase Agreements are:

A. Agreement between Polk Regional Water Cooperative and Tareq Yacoub for the purchase of property located at the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID No. 232811-028000-000101), dated of even date herewith; and

B. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located near the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID Nos. 232811-027000-021090 and 232811-028000-000103), dated of even date herewith.

The Parties expressly agree that the sale and purchase of one or all of the four (4) referenced parcels is contingent upon, and subject to, the occurrence of the simultaneous closings (the "Simultaneous Closings") of all four (4) parcels. The Simultaneous Closings are a material condition precedent to each Party's obligation to proceed to closing under this Agreement. Accordingly, neither Party shall be required to close the transaction unless the Simultaneous Closings occur, and the Parties shall cooperate in good faith to schedule and coordinate the closings so that they occur as a simultaneously, including executing customary closing instructions consistent with this Section. If the Simultaneous Closings do not occur on the scheduled closing date (as may be extended by written agreement of the Parties), then, unless the Parties agree in writing to a new closing date and continued coordination for Simultaneous Closings, this Agreement shall terminate automatically upon written notice by either Party to the other given within sixty (60) days after the scheduled closing date stating that the Simultaneous Closings did not occur and that the Party is electing to terminate under this Section.

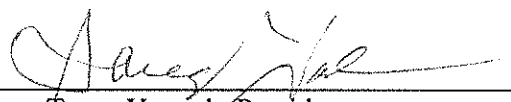
5. This Agreement is additionally conditioned upon Purchaser obtaining PRWC approval at a PRWC Board Meeting scheduled on or before July 29, 2026. If the Purchaser does not obtain PRWC approval at a PRWC Board Meeting on or before July 29, 2026, then unless the Parties agree to extend the approval date in writing to a new approval date, this Agreement shall terminate and the termination shall be self-executing without the need for notice.

6. Purchaser represents that this transaction is not subject to documentary stamps pursuant to FAC 12B-4.014. However, should there be an audit and documentary stamps are

deemed to be due and owing on this transaction, then Purchaser agrees to pay the same and waives any statute of limitation.

7. Purchaser shall pay the cost of the premium payable for the Owner's Policy of Title Insurance and all search fees and costs paid or payable in connection with the issuance of the Title Commitment or such Owner's Policy of Title Insurance, Title Search, Municipal Lien search, the cost of all documentary stamps that are required to be affixed to the Deed, if any, cost to record the Deed, and closing fees. Each Party shall bear its own document preparation and attorney fees.

**SELLER: Mid-Florida Land & Development, Inc., a
Florida corporation**

By: 
Tareq Yacoub, President
July 17, 2020

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

By: _____
Eric DeHaven, Executive Director



Project Name: Polk Regional Water Cooperative
West Polk Lower Floridan Aquifer
Water Production Facility
Parcel No.: Well Site 3
Property I.D. No.: 232811-027000-021090 and 232811-028000-000103

AGREEMENT

STATE OF FLORIDA COUNTY OF POLK

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between **Mid-Florida Land & Development, Inc., a Florida corporation**, hereinafter referred to as "Seller", and **Polk Regional Water Cooperative, an independent special district of the State of Florida**, hereinafter referred to as "Purchaser".

WITNESSETH

WHEREAS, Purchaser requires the lands located near the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida, described as 0 Wright Drive, Lakeland, Florida 33805 (Parcel ID. Nos. 232811-027000-021090 and 232811-028000-000103). Seller agrees to sell, assign, transfer, and convey to Purchaser, and the Purchaser agrees to purchase from Seller that certain real property ("Property") consisting of +/- 0.52 acres of land, described as:

See Exhibit "A" attached.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar each to the other paid, it is agreed as follows:

- (a) Seller agrees to sell and convey, by good and sufficient deed, free of liens and encumbrances, unto said Purchaser, said lands and affected improvements for the total sum of \$212,000.00.
- (b) Purchaser shall pay unto the Seller the sum of \$212,000.00 by PRWC check or electronic wire, within ninety (90) days from date hereof upon simultaneous delivery of the deed of conveyance. Any improvements or personal property not removed within thirty (30) days after purchase of subject land shall be considered abandoned by the Seller.
- (c) The Seller agrees and expressly acknowledges that the monies paid and other consideration given in accordance with this Agreement is just and full compensation for all property

Polk Regional Water Cooperative
330 W. Church Street
PO Box 9005, Drawer CA01, Bartow FL 33831

Mid-Florida Land & Development, Inc., a Florida corporation
 West Polk Well Site 3
 Page 2 of 2

interest and or claims arising from this acquisition and no other monies including fees and/or cost are owed by PRWC to Seller.

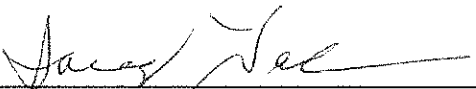
- (d) Seller agrees that Purchaser's duty to purchase the Property contemplated in this Agreement is contingent upon Purchaser being able to complete the purchase of the properties described in the following agreements (the "Contingent Purchase Agreements") simultaneously with the purchase of the Property contemplated in this Agreement. The Contingent Purchase Agreements are:
1. Agreement between Polk Regional Water Cooperative and Tareq Yacoub for the purchase of property located at the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID No. 232811-028000-000101), dated of even date herewith; and
 2. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located south of 14th Street West and east of Powhatan Court, Lakeland, Florida (Parcel ID No. 232811-027500-000072), dated of even date herewith.

If Purchaser is unable to complete one or both of the purchases described in the Contingent Purchase Agreements upon the terms contained therein, then Purchaser shall not be required to purchase the Property described in this Agreement.

*** THIS AGREEMENT IS SUBJECT TO FINAL APPROVAL BY PRWC.**

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, and on the date shown above.

**SELLER: Mid-Florida Land & Development, Inc., a
 Florida corporation**

By: 
 Tareq Yacoub, President
 July 17, 2026



Mid-Florida Land & Development, Inc., a Florida corporation
 West Polk Well Site 3
 Page 3 of 3

PURCHASER:

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

By: _____
 Eric DeHaven, Executive Director

DONE at Auburndale, Florida this 29th day of July, 2026

West Polk Lower Floridan Aquifer Water Production Facility Project Board of the Polk Regional
 Water Cooperative

 Chair

 Secretary / Treasurer

Approved as to Form:

 Edward P. de la Parte
 Legal Counsel



FIRST ADDENDUM TO PURCHASE AGREEMENT BY AND BETWEEN MID-FLORIDA
LAND & DEVELOPMENT, INC., A FLORIDA CORPORATION, SELLER, AND POLK
REGIONAL WATER COOPERATIVE, AN INDEPENDENT SPECIAL DISTRICT OF THE
STATE OF FLORIDA, PURCHASER

THIS ADDENDUM is made a part of the Purchase Agreement (the "Agreement") executed by the Parties on even date herewith respecting certain real property described as (the "Property"):

Lands located near the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida, described as 0 Wright Drive, Lakeland, Florida 33805 (Parcel ID. Nos. 232811-027000-021090 and 232811-028000-000103 (Legal may be confirmed by survey)

1. It is the purpose of this First Addendum to modify and clarify certain terms and conditions of said Agreement, and it is intended by the parties hereto to have the same force and effect as the Agreement itself. By this First Addendum the Seller and Buyer further agree as follows:

2. To the extent that any of the provisions contained herein conflict with any of the terms or conditions contained within the Agreement, then and in that event, the provisions contained herein shall prevail in construing or interpreting the consolidated agreement of which this First Addendum is a part, and both the Agreement and First Addendum shall be construed under the laws of the State of Florida.

3. Except as expressly set forth in this Agreement, Seller makes no statement, representation or warranty whatsoever as to the condition of the Property, including but not limited to, environmental conditions, whether disclosed herein or otherwise. PURCHASER EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT PURCHASER IS PURCHASING THE PROPERTY ON "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE AND (II) SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND ANY AND ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, OR ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN OR MADE BY OR ON BEHALF OF SELLER.

PURCHASER HEREBY RELEASES SELLER, ITS DIRECTORS, MEMBERS, MANAGERS, OFFICERS, OWNERS, AND THEIR RESPECTIVE AGENTS, AFFILIATES AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RESPONSIBILITY, CLAIMS,

DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RELATED TO THE CONDITION OF THE PROPERTY OR THE SUITABILITY FOR ANY PURPOSE. PURCHASER FURTHER ACKNOWLEDGES THIS SECTION IS A MATERIAL INDUCEMENT TO SELLER ENTERING INTO THIS AGREEMENT AND ACCORDINGLY SHALL SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT AND SHALL BE DEEMED TO BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

4. Purchaser acknowledges and agrees that Seller's duty to sell the Property contemplated in this Agreement is contingent upon Seller and Tareq Yacoub being able to complete the sale of the properties described in the following agreements (the "Contingent Purchase Agreements") simultaneously with the purchase of the Property contemplated in this Agreement. The Contingent Purchase Agreements are:

A. Agreement between Polk Regional Water Cooperative and Tareq Yacoub for the purchase of property located at the southwest corner of Wright Drive and 14th Street West, Lakeland, Florida (Parcel ID No. 232811-028000-000101), dated of even date herewith; and

B. Agreement between Polk Regional Water Cooperative and Mid-Florida Land and Development, Inc. for the purchase of property located at the southeast corner of 14th Street West and Powhatan Drive, Lakeland, Florida (Parcel ID. No. 232811-027500-000072), described as 0 Powhatan Court, Lakeland, Florida 33805, dated of even date herewith.

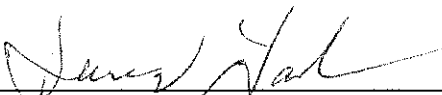
The Parties expressly agree that the sale and purchase of one or all of the four (4) referenced parcels is contingent upon, and subject to, the occurrence of the simultaneous closings (the "Simultaneous Closings") of all four (4) parcels. The Simultaneous Closings are a material condition precedent to each Party's obligation to proceed to closing under this Agreement. Accordingly, neither Party shall be required to close the transaction unless the Simultaneous Closings occur, and the Parties shall cooperate in good faith to schedule and coordinate the closings so that they occur as a simultaneously, including executing customary closing instructions consistent with this Section. If the Simultaneous Closings do not occur on the scheduled closing date (as may be extended by written agreement of the Parties), then, unless the Parties agree in writing to a new closing date and continued coordination for Simultaneous Closings, this Agreement shall terminate automatically upon written notice by either Party to the other given within sixty (60) days after the scheduled closing date stating that the Simultaneous Closings did not occur and that the Party is electing to terminate under this Section.

5. This Agreement is additionally conditioned upon Purchaser obtaining PRWC approval at a PRWC Board Meeting scheduled on or before July 29, 2026. If the Purchaser does not obtain PRWC approval at a PRWC Board Meeting on or before July 29, 2026, then unless the Parties agree to extend the approval date in writing to a new approval date, this Agreement shall terminate and the termination shall be self-executing without the need for notice.

6. Purchaser represents that this transaction is not subject to documentary stamps pursuant to FAC 12B-4.014. However, should there be an audit and documentary stamps are deemed to be due and owing on this transaction, then Purchaser agrees to pay the same and waives any statute of limitation.

7. Purchaser shall pay the cost of the premium payable for the Owner's Policy of Title Insurance and all search fees and costs paid or payable in connection with the issuance of the Title Commitment or such Owner's Policy of Title Insurance, Title Search, Municipal Lien search, the cost of all documentary stamps that are required to be affixed to the Deed, if any, cost to record the Deed, and closing fees. Each Party shall bear its own document preparation and attorney fees.

**SELLER: Mid-Florida Land & Development, Inc., a
Florida corporation**

By: 
Tareq Yacoub, President
July 17, 2016

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

By: _____
Eric DeHaven, Executive Director