

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, APRIL 19, 2021
7:00 P.M.
TO BE HELD IN THE COMMISSION CHAMBERS
LOCATED AT 675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE TO THE FLAG

IV. ROLL CALL

V. AUDIENCE

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

- A. Staff Reports
- B. City Manager Report

VII. PUBLIC HEARINGS

- A. Consideration of the first reading of **Ordinance No.: O-21-02**, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Amending Chapter 16, Utilities, Article II, Water, Section 16-37, Tampering with and/or Removing Water Meter Lock, of the Eagle Lake Code of Ordinances to Amend the Penalties for Tampering with and/or Removing Locks Placed on Water Meters by the City; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
- B. Consideration of the first reading of **Ordinance No.: O-21-03**, An Ordinance of the City Commission of the City of Eagle Lake, Florida, Amending Chapter 16, Utilities, Article V, Billing Procedures, Fees and Deposits, Section 142, Customer Billing Fee, of the Eagle Lake Code of Ordinances to Amend the Fees Associated with Water, Irrigation and Hydrant Service Accounts; Providing for Codification; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.
- C. Consideration of the first reading of **Ordinance No.: O-21-06**, An Ordinance of the City of Eagle Lake, Florida Code of Ordinances by Amending Chapter 16, Utilities, Article II Water, Sec. 16-144(f) Payment of Fees and Bills, to Provide for a Date by Which Extension to Pay Water Bills Must be Requested; Providing for Conflicts, Severability and an Effective Date.

VIII. OLD BUSINESS

IX. NEW BUSINESS

- A. Adminstrating Oath of Office to Suzy C. Wilson and Daryl Scott Clark
- B. Election of Mayor
- C. Election of Vice Mayor
- D. Select Member and Alternate Member for the Polk Regional Water Cooperative
- E. Consideration of the appointment of Commissioners as representatives to TPO Board, Ridge League of Cities Board Member, and Sports Association Liaison.
- F. Discussion/Consideration of the Project Implementation Agreements for the Southeast Well Field, Peace River and West Polk Projects

G. Consideration of The Ranches at Lake McLeod East Ranches Plan Review

X. CONSENT AGENDA

- A.** Approval of the Regular City Commission Meeting Minutes-----03/01/2021
- B.** Approval of the Special City Commission Meeting Minutes -----03/23/2021
- C.** Approval of Financials
- D.** Approval of Bad Debt in the amount of -----\$1,444.23

XI. AUDIENCE

XII. CITY ATTORNEY

XIII. CITY COMMISSION

XIV. ADJOURNMENT

Please be advised that if you desire to appeal any decisions made as a result of the above hearing or meeting, you will need a record of the proceedings and in some cases a verbatim record is required. You must make your own arrangements to produce this record. (Florida Statute 286.0105).

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk's Office at 75 North Seventh Street, P.O. Box 129, Eagle Lake, Florida 33839 or phone (863) 293-4141 within 2 working days of your receipt of this meeting notification; if you are hearing or voice impaired, call 1-800-955-8771.

POSTED AT CITY HALL AND THE EAGLE LAKE POST OFFICE ON FRIDAY, APRIL 9, 2021
BY CITY CLERK DAWN WRIGHT, MMC, FCRM, PHRP

Commission Report

02/22/2021 - 03/29/2021

| Case # ↕ | Case Date ↕ | Name ↕ | Violation Address ↕ | Status ↕ | Follow up date ↕ | Violation(s) ↕ | Compliance Date ↕ | Case Disposition ↕ |
|----------|-------------|--|------------------------|----------|------------------|--|-------------------|------------------------------|
| 210043 | 3/22/2021 | MARONDA HOMES LLC OF FLORIDA | 222 Grove Branch Rd | Open | 4/7/2021 | Working without Required Building Permit | | |
| 210042 | 3/22/2021 | MARONDA HOMES LLC OF FLORIDA | 309 Squires Grove Dr | Open | 4/7/2021 | Working without Required Building Permit | | |
| 210041 | 3/16/2021 | JACKIE DIANE LEE | 520 S TANGERINE CT | Closed | 3/16/2021 | Building Permit Required (Remodel) | 3/16/2021 | Unfounded |
| 210040 | 3/11/2021 | Kendrala R Danner & Darel Keith Danner | 1185 E Eagle Ave | Open | 3/26/2021 | Outside Storage(Junk & Trash) | | |
| 210039 | 3/11/2021 | Dust Buster Group LLC | 544 8th St | Closed | 3/26/2021 | Uninhabitable Structure | 3/26/2021 | Compliance by Property Owner |
| 210038 | 3/10/2021 | Linda Sue Martin | 550 E Findley Ave | Closed | 3/15/2021 | Uninhabitable Structure (House Fire) | 3/15/2021 | Compliance by Property Owner |
| 210037 | 3/1/2021 | ALICE A ROGERS | 915 EAGLE AVE E | Closed | 3/16/2021 | Business Tax Receipt Required | 3/5/2021 | Compliance by Business Owner |
| 210036 | 3/1/2021 | Gwendolyn Faye Taylor | 691 E BROOKINS AVE | Open | 4/15/2021 | Business Tax Receipt Required | | |
| 210035 | 3/1/2021 | ROBERT R GATLIN | 705 MCLEOD AVE | Closed | 3/16/2021 | Business Tax Receipt Required | 3/5/2021 | Unfounded |
| 210034 | 3/1/2021 | ROBERT R GATLIN | 705 MCLEOD AVE | Closed | 3/16/2021 | Business Tax Receipt Required | 3/5/2021 | Unfounded |
| 210033 | 3/1/2021 | JAMES L ANDERSEN & Ginger Jones Andersen | 805 W Crystal Beach Rd | Closed | 3/16/2021 | Business Tax Receipt Required | 3/5/2021 | Compliance by Business Owner |
| 210032 | 3/1/2021 | MICHAEL JON BRUNS | 200 TERRACE DR | Closed | 3/16/2021 | Business Tax Receipt Required | 3/9/2021 | Compliance by Business Owner |
| 210031 | 3/1/2021 | DemonD L Cook & Vshara Nianca Cook | 228 Grove Branch Rd | Closed | 3/16/2021 | Business Tax Receipt Required | 3/29/2021 | Compliance by Business Owner |
| 210030 | 3/1/2021 | Michael W Clock | 430 N 5th St | Closed | 4/13/2021 | Business Tax Receipt Required | 3/29/2021 | Compliance by Business Owner |
| 210029 | 3/1/2021 | WENDALL K SLOVER & Debra P Slover | 700 Spruce Rd | Closed | 3/16/2021 | Business Tax Receipt Required | 3/15/2021 | Compliance by Business Owner |
| 210028 | 3/1/2021 | VICKIE RICHARDSON | 19 Eagle Ave | Closed | 3/16/2021 | Business tax Receipt Required | 3/9/2021 | Compliance by Business Owner |
| 210027 | 3/1/2021 | LIVING WATER CHURCH MINISTRIES INC | 1770 GILBERT RD | Closed | 3/16/2021 | Business Tax Receipt Required | 3/2/2021 | Business Closed in Sept 2020 |
| 210026 | 3/1/2021 | Arthur M Hays | 155 5th St | Closed | 3/16/2021 | Business Tax Receipt Required | 3/5/2021 | Compliance by Business Owner |
| 210025 | 2/25/2021 | Ernesto J Pineda & Blanca E Villarreal | 374 S TERRACE DR | Closed | 3/3/2021 | Utility Trailer Stored in ROW | 3/3/2021 | Compliance by Property Owner |
| 210024 | 2/25/2021 | George P Frye Estate & Mamie Gaffney | 560 N 9th St | Open | 3/12/2021 | Outside Storage(Junk & Trash) | | |
| 210023 | 2/25/2021 | Cynthia Jane Smith | 531 N 10th St | Open | 3/12/2021 | Outside Storage(Junk & Trash) | | |
| 210022 | 2/24/2021 | Melinda L Thomas | 66 2nd St S | Open | 3/12/2021 | High Grass, Weeds, Overgrowth | | |

| | | | | | | | | |
|--------|-----------|---|------------------|--------|-----------|---|-----------|------------------------------|
| 210021 | 2/24/2021 | Granville Burns Ritty Irrevocable Trust | 350 Terrace Dr S | Closed | 2/26/2021 | Construction site Maintenance/Erosion Control | 2/26/2021 | Compliance by Contractor |
| 210020 | 2/24/2021 | Andrew Ramos Santa | 555 N 10th St | Closed | 3/12/2021 | High grass, weeds, overgrowthj | 3/8/2021 | Compliance by Property Owner |
| 210019 | 2/22/2021 | Angela Capps Starling Estate | 75 3rd St | Open | 3/22/2021 | Bldg Permit Required (Fence) | | |
| | | | | | | | | |

FROM THE DESK OF THE CITY MANAGER

Memo To: Mayor and Commissioners

Date: April 19, 2021

Ref: Monthly Report

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100th Anniversary Banners – These banners have been ordered and we are awaiting their delivery.

CDBG – Apparently the north side of town now qualifies for CDBG funds so moving forward we will be looking to provide updated playground facilities at the Eagle Lake Park.

Population - With a 2020 population of **3,312**, Eagle Lake is currently growing at a rate of 6.56% annually and its population has increased by 46.87% since the most recent census, which recorded a population of 2,255 in 2010.

Senior Center – The contractor for the county is hoping to have the Senior Center open again in June.

Senior Distribution – Program Ministries will distribute home essentials to our senior group on 4/16 at 2:00 p.m. at the senior center.

Sutton Preserve – We held a Preconstruction Meeting with the developer and they are looking to get started within the next 30 days and the homebuilder will be Richmond American Homes.

Room Rentals – We are proposing to increase the room rentals as follows because it has been a number of years since the last increase and we are increasing the rates to cover the City's costs:

MEETING ROOM AT CITY COMPLEX FOR INSIDE CITY RESIDENTS

| | | | |
|--|---------------------|----------------------|---------------------------|
| Civic League Building (80) | \$258.75 | \$125 200 | + 14.00 State sales tax + |
| 215 W Lake Ave, Eagle Lake, Fl. 33839 | \$414.00 | \$125 200 | Refundable Deposit |
| Linda Weldon Activity Center | | | |
| A/B Combination Room (78) | \$258.75 | \$125 200 | + 14.00 State sales tax + |
| 685 E Eagle Ave, Eagle Lake, Fl. 33839 | \$414.00 | \$125 200 | Refundable Deposit |
| Room C (39) Room D (34) | \$103.50 | \$50 100 | + 8.75 State sales tax + |
| | \$208.75 | \$50 100 | Refundable Deposit |

MEETING ROOM AT CITY COMPLEX FOR OUTSIDE CITY RESIDENTS

| | | | |
|--|---------------------|----------------------|---------------------------|
| Civic League Building (80) | \$362.25 | \$175 250 | + 17.50 State sales tax + |
| 215 W Lake Ave, Eagle Lake, Fl. 33839 | \$467.50 | \$175 200 | Refundable Deposit |
| Linda Weldon Activity Center: | | | |
| A/B Combination Room (78) | \$362.25 | \$175 250 | + 17.50 State sales tax + |
| 685 E Eagle Ave, Eagle Lake, Fl. 33839 | \$467.50 | \$175 200 | Refundable Deposit |
| Room C (39) Room D (34) | \$155.25 | \$75 125 | + 8.75 State sales tax + |
| | \$233.75 | \$75 100 | Refundable Deposit |

ORDINANCE NO.: O-21-02

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING CHAPTER 16, UTILITIES, ARTICLE II, WATER, SECTION 16-37, TAMPERING WITH AND/OR REMOVING WATER METER LOCK, OF THE EAGLE LAKE CODE OF ORDINANCES TO AMEND THE PENALTIES FOR TAMPERING WITH AND/OR REMOVING LOCKS PLACED ON WATER METERS BY THE CITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the government, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, following due and proper notice as required by Florida Statute Section 180.136, the City Commission held a public hearing to consider the imposition and amount of a penalty for the removal of and/or tampering with water meter locks at the City Commission meeting on _____, 2021; and

WHEREAS, at said hearing, the City Commission considered testimony of all interested persons and the documents in the file; and

WHEREAS, the City of Eagle Lake provides water services to individuals and business inside and outside of the city limits of the City of Eagle Lake; and

WHEREAS, the City of Eagle Lake may lock water meters for various reasons; and,

WHEREAS, unauthorized removal of and/or tampering with the locks placed on water meters can cause damage to the lock, meter, and other apparatus, requiring costs to be incurred in replacing a lock and repairing any damage caused by thereby; and,

WHEREAS, the unauthorized removal or tampering with meter locks can lead to the theft of services; and,

WHEREAS, the City Commission wishes to establish penalties for said unauthorized removal of and/or tampering with said locks; and,

WHEREAS, the City Commission finds that it is more cost effective and efficient to set the penalties for said unauthorized removal of and/or tampering with said locks through the adoption of a resolution as opposed to an ordinance change.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Eagle Lake, Florida, as follows:

1. The City Commission of the City of Eagle Lake does hereby amend Section 16-37, Tampering With And/Or Removing Water Meter Lock, Chapter 16, Utilities, Article II, Water, of the Eagle Lake Code of Ordinances as described, displayed and detailed in Exhibit "A" attached hereto and made a part hereof.

2. It is the intent of the City Commission that the provisions contained herein shall become codified and made part of the Code of Ordinances of the City of Eagle Lake, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

3. All ordinances or resolutions in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any part hereof, not so declared to be invalid.

5. This Ordinance shall take effect immediately upon its adoption by the City Commission of the City of Eagle Lake, Florida.

INTRODUCED on first reading this _____ day of _____, 2021.

PASSED on second reading this _____ day of _____, 2021.

CORY COLER
MAYOR/COMMISSIONER

ATTEST:

CITY CLERK DAWN WRIGHT

APPROVED AS TO FORM:

CITY ATTORNEY JEFFREY S. DAWSON

Exhibit "A"

Sec. 16-37.—Tampering with and/or removing water meter lock.

If a meter has been locked ~~because of a delinquent account or no service to the property~~ and it is determined that the lock was removed, missing, or tampered with, without city authorization, the meter will be removed, ~~the account will be considered delinquent and~~ all past balances must be paid, ~~to reestablish a new account~~ along with payment of all damages caused, ~~and~~ all fees to reinstall the meter, and a tampering fee of \$50.00 in order to resume service to the location. ~~Furthermore,~~ The City hereby incorporates the provisions of F.S. § 812.14, as they may be amended from time to time, declares it unlawful to violate said statute, and any such offenses shall be reported to law enforcement. The City further incorporates the provisions of F.S. §180.135, as they may be amended from time to time, and the imposition and payment of the damages, fees and charges set forth herein shall be interpreted consistent therewith. The tampering fee established herein may be amended from time to time by resolution.

~~Strikethroughs~~ are deletions. Underlines are additions.

ORDINANCE NO.: O-21-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF EAGLE LAKE, FLORIDA, AMENDING CHAPTER 16, UTILITIES, ARTICLE V, BILLING PROCEDURES, FEES AND DEPOSITS, SECTION 16-142, CUSTOMER BILLING FEE, OF THE EAGLE LAKE CODE OF ORDINANCES TO AMEND THE FEES ASSOCIATED WITH WATER, IRRIGATION AND HYDRANT SERVICE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the government, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the City of Eagle Lake provides water services to individuals and business inside and outside of the city limits of the City of Eagle Lake; and

WHEREAS, pursuant to Section 180.13(2), Florida Statutes, the City Commission is authorized to establish just and equitable rates and charges to be paid for the use of the municipal utility by each person, firm, or corporation whose premises are served thereby.

WHEREAS, following due and proper notice as required by Florida Statute Section 180.136, the City Commission held a public hearing to consider the adoption of the fees set forth herein at the City Commission meeting on _____, 2021; and

WHEREAS, at said hearing, the City Commission considered testimony of all interested persons and the documents in the file; and

WHEREAS, the City Commission finds that it is more cost effective and efficient that any future amendments to the fees adopted herein be done through the adoption of a resolution as opposed to an ordinance change.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Eagle Lake, Florida, as follows:

1. The City Commission of the City of Eagle Lake does hereby amend Section 16-142, Customer Billing Fee, Chapter 16, Utilities, Article V, Billing Procedures, Fees and Deposits, of the Eagle Lake Code of Ordinances as described, displayed and detailed in Exhibit “A” attached hereto and made a part hereof.

2. It is the intent of the City Commission that the provisions contained herein shall become codified and made part of the Code of Ordinances of the City of Eagle Lake, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

3. All ordinances or resolutions in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any part hereof, not so declared to be invalid.

5. This Ordinance shall take effect immediately upon its adoption by the City Commission of the City of Eagle Lake, Florida.

INTRODUCED on first reading this _____ day of _____, 2021.

PASSED on second reading this _____ day of _____, 2021.

CORY COLER
MAYOR/COMMISSIONER

ATTEST:

CITY CLERK DAWN WRIGHT

APPROVED AS TO FORM:

CITY ATTORNEY JEFFREY S. DAWSON

Exhibit "A"

Sec. 16-142. - Customer billing, administration, inspection and service fees.

The following fees are hereby imposed and may be amended by Resolution from time to time:

1. ~~There is imposed a~~ A fee of \$3.00 per month on each user of utility services, including water, sewer and garbage collection, provided by the city. This fee will be charged regardless of whether a customer uses all of the utility services provided. ~~The fee shall be charged and shall be included~~ as part of each customer's monthly bill. This fee will be charged monthly regardless of usage or non-usage of any service to defray the costs for the preparation of the monthly billing statement ~~to include~~ including the reading of the water meter. ~~This fee will apply~~ , and applies to all customers of the utility system including those that are on a temporary hold for any reason.

2. A fee of \$3.00 per month for ~~€~~ customers with a separate irrigation meters will also ~~be charged a fee of \$3.00 per month~~ on each monthly irrigation meter billing statement during months where there is usage. The fee shall be to defray the costs for the preparation of the monthly irrigation meter billing statement and reading of the irrigation meter.

3. A one-time administration fee of \$20.00 for new account set-up which shall be included on the customer's first monthly billing statement. If a customer establishes a separate irrigation meter account and/or hydrant meter account then the one-time administration fee shall also be charged on each of those accounts and included on the customer's first monthly billing statement for such accounts.

4. A fee of \$25.00, along with an application for service, to have water turned on for a twenty-four (24) period for inspection purposes.

5. A fee of \$50.00 to have serviced turned on or turned off after 4:00 p.m. on any City business day. In the absence of payment of said fee, service connections and/or reconnections shall be made the following business day if the payment required therefor is received after 4:00 p.m.

~~Strikethroughs~~ are deletions. Underlines are additions.

ORDINANCE NO.: O-21-06

AN ORDINANCE AMENDING THE CITY OF EAGLE LAKE, FLORIDA CODE OF ORDINANCES BY AMENDING CHAPTER 16, UTILITIES, ARTICLE II WATER, SEC. 16-144(f) PAYMENT OF FEES AND BILLS, TO PROVIDE FOR A DATE BY WHICH AN EXTENSION TO PAY WATER BILLS MUST BE REQUESTED; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Eagle Lake provides its residents and businesses solid waste, water and sewer services, and charges monthly fees for those services;

WHEREAS, failures of residents to timely pay those fees or timely request a payment extension places a financial burden on the City; and,

WHEREAS, in order to ease that burden the City will require that requests for extensions of time to pay water bills be made by a date certain each month to avoid interruption in water service to customers.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE PEOPLE OF THE CITY OF EAGLE LAKE, FLORIDA:

1. That Chapter 16, Utilities, Article II Water, Sec. 16-144(f) Payment of Fees and Bills of the Code of Ordinances of the City of Eagle Lake, Florida is hereby modified, as set forth at Exhibit "A" attached hereto and made a part hereof.

2. All ordinances in conflict herewith are hereby repealed to the extent necessary to give this ordinance full force and effect. If any portion of this Ordinance is determined to be void, unconstitutional or invalid, the remainder of this Ordinance shall remain in full force and effect. This Ordinance may be codified and made a part of the City's Code of Ordinances and the Sections and exhibits to this Ordinance may be renumbered or relettered to accomplish

such intention.

3. This ordinance shall become effective on the date of passage by second reading.

INTRODUCED AND PASSED on first reading this ____ day of _____, 2021.

PASSED AND ADOPTED on second reading this ____ day of _____, 2021.

CITY OF EAGLE LAKE, FLORIDA

CORY COLER, MAYOR

ATTEST:

CITY CLERK DAWN M. WRIGHT

Approved as to form:

CITY ATTORNEY JEFFREY S. DAWSON

Exhibit "A"

Sec. 16-144. - Payment of fees and bills.

- (a) Utility bills for monthly charges and fees for solid waste, water and sewer service shall be submitted by the clerk and shall be paid by the users monthly. All bills for water shall be due upon receipt and should be paid on or before the 15th of the month following the month in which the water is used. When charges for solid waste, water and sewer remain unpaid after the 15th of the month, a \$10.00 late charge will be added to the bill and become a part of the bill and all charges shall be considered "past due."
- (b) All amounts past due shall be paid within ten days of the date of delinquency, failing which shall render the user liable to have his supply of water cut off without notice. In all cases where the water is subject to cutoff, a service charge of \$50.00 shall be imposed without regard to whether the service is off or on. The service charge of \$50.00 shall also cover the reconnection of water service once the user's account is current. Payment of bills by checks that are returned to the city for nonpayment will result in the maximum service charge authorized by law.
- (c) Each month the city shall render a joint bill for water service, sewer service and solid waste service. When the billing is more than one of these three services, the city shall not accept payment for any one service separately from another service or other services included in the joint bill for all services rendered.
- (d) After a customer has been delinquent three times in a calendar year, a customer's check for payment is returned for insufficient funds three times in a calendar year, or the combination of delinquencies and checks returned for insufficient funds equals three or more, the customer's deposit will be adjusted to the amount listed in Section 16-141 for "potential bad debt customers" the then current utility deposit schedule.
- (e) Governmental entities shall be given an additional 15 days in which to pay utility bills so that all bills for utilities shall be paid on or before the 30th of the month in which the utility is used.
- (f) The city manager may grant an extension to pay a utility bill to any person holding solid waste, water or sewer account, or any combination thereof, with the city upon the presentation of the following documentation:
 - (1) Proof of loss of a job or other source of income; or
 - (2) Proof of an essential and necessary expense that must be paid; and
 - (3) Proof that the source of income or essential and necessary expense has caused the inability to pay the current solid waste, water or sewer bill.

No extension shall exceed 30 days in length. No more than one extension shall be granted in any 12-month period per utility account, or per customer if customer has more than one utility account with city. No extension shall be considered unless a request for extension has been received by the City on or before the twenty-fifth (25th) calendar day of the month preceding the date on which the extension would begin if granted.

For the purposes of subsection (f), "proof" means any document which tends to show the fact being demonstrated with a high degree of certainty. Any customer denied an extension may ask the city commission to review the decision of denial made by the city manager.

PUBLIC OFFICIALS OATH



I, SUZY C. WILSON, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED AS AN OFFICIAL OF THE CITY OF EAGLE LAKE, FLORIDA AND RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICIAL, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA AND UPHOLD THE LAWS AND ORDINANCES OF THE CITY OF EAGLE LAKE.

EMPLOYEE OR PUBLIC OFFICIAL SIGNATURE

DATE:

APRIL 19, 2021

ATTEST:

SIGNATURE OF WITNESS

PUBLIC OFFICIALS OATH



I, DARYL SCOTT CLARK, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED AS AN OFFICIAL OF THE CITY OF EAGLE LAKE, FLORIDA AND RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICIAL, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE STATE OF FLORIDA AND UPHOLD THE LAWS AND ORDINANCES OF THE CITY OF EAGLE LAKE.

EMPLOYEE OR PUBLIC OFFICIAL SIGNATURE

DATE:

APRIL 19, 2021

ATTEST:

SIGNATURE OF WITNESS

Comments shown in [brackets]

**PHASE 2A (Single project) IMPLEMENTATION
AGREEMENT**

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

BACKGROUND

Commented [NT1]: Carlyn Kowalsky has suggested section

A. The Parties previously executed an Interlocal Agreement having an Effective Date of May 27, 2016 which established the Polk Regional Water Cooperative (“Interlocal Agreement”).

B. The Parties later executed a Combined Project Implementation Agreement having an Effective Date of May 1, 2017, to implement three Approved Water Projects: West Polk County Lower Florida Aquifer Wellfield, Southeast Wellfield, and Peace Creek Integrated Water Supply Project; and on Oct. 2, 2019 amended the agreement (the agreement as amended is referred to herein as the “CPIA”) to add Peace River Project.

C. The Parties intend to continue to work together to implement a county-wide program through the Cooperative to serve all Parties’ water needs while implementing the Approved Water Projects through separate Project Implementation Agreements and Project Boards.

D. The purpose of this Agreement is to implement only the _____ project.

E. The Parties expect that the deliverables including design reports, permits, and other technical work required under the CPIA for this Project will be completed sometime in 2022. Once that occurs, the Parties intend that this _____ Project Implementation Agreement will supersede and replace the CPIA for this Project as provided in Section 2.3 of this Agreement. The CPIA may remain in effect for other projects as set forth in the respective Project Implementation Agreement for each project.

~~THE PURPOSE~~ of this Agreement is to partially implement Phase 2 of the Combined Projects Implementation Agreement through construction, operation, maintenance and funding of the Phase 2A _____ Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged and the Parties hereby agree, stipulate and covenant as follows:

1. EXHIBITS. The following exhibits are attached and are part of this Agreement:

Exhibit A – Southeast Wellfield Refund Cost

Exhibit B – Map of Project facilities to be owned by the Cooperative

Commented [NT2]: Recommend deleting this section or moving it to the end of the agreement.

Commented [JM3]: Confirm we have received.

Commented [JM4]: Still need.

Commented [NT5R4]: Is the exhibit required?

1. **DEFINITIONS.** As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Agreement” means this ~~Phase 2A~~ Project Implementation Agreement, as may be amended or restated from time to time.

1.2 “Alternative Procurement Methods” means alternatives to the separate design and construction mechanisms specified in Sections 7.3.7 and 8.2.5 such as “design build,” “construction management at risk” or “public-private partnership.”

Commented [NT6]: Section 8.25 is omitted below; Section 7.3.7 references Section 8.2.5.

1.3 “Base Rate Charge” means for any Fiscal Year, that component of the Water Charge computed according to Section 13.

1.4 “Bidding Budget” means the approved maximum cost for the award of construction contracts. A Bidding Budget is set at the completion of the final design for the Project infrastructure.

1.5 “Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the rendering of services in connection with the Project, including without limitation those stated in

the Southeast Wellfield Refund Cost sheet attached as Exhibit “A” and made a part of this Agreement. ~~per Bartow~~ could eliminate this text if “Southeast Wellfield Refund Costs is detailed in Exhibit A.”

1.6 “Capital Replacement and Renewal Cost” means all costs incurred by the Cooperative for the ordinary renewal, replacement, upgrade and improvement of the Project, including, but not limited to filter/membrane replacements, which are not paid from the proceeds of any Obligation and all other capital replacement and capital renewal costs that will occur over the life of the Project for the assets comprising the Project.-

Commented [JM7]: Project Participants should be obligated to pay their pro-rata share of these costs.

Commented [NT8R7]: These are allocated to Project Participants as part of the Base Rate Charge in Section 13.4.1.2 based on their respective Water Cost Allocation percentage

1.7 “Combined Projects Implementation Agreement” means the Combined Projects Implementation Agreement with an effective date of May 1, 2017, including any amendments thereto.

1.8 “Cooperative” shall have the same meaning as in the Interlocal Agreement. Pursuant to and in accordance with Section 2.03 of the Interlocal Agreement, all powers, privileges, and duties vested in or imposed on the Cooperative with regards to the approval and implementation of the Project shall be exercised by the Project Board. Accordingly, references to the “Cooperative” within this Agreement pertaining to the exercise of such powers, privileges, and duties are understood as resulting from the Project Board’s exercise of such authority by and on behalf of the Polk Regional Water Cooperative.

Commented [NT9]: For this draft, in choosing between the use of the terms “Cooperative” and “Project Board” I have attempted to distinguish functional, ministerial actions (Cooperative) from decision-making, policy acts (Project Board)

1.9 “Construction Budget” means the approved maximum cost for the actual construction of the Project infrastructure, including any contingency. The Construction Budget is set after Project bidding and selection of a contractor or contractors and may be amended if needed subject to written change orders approved in writing by the Cooperative Project Board and the Contractor.

1.10 “Debt Service Cost” means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations, including but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees and other charges, but only to the extent such cost and expenses are not otherwise reflected in the Capital Replacement and Renewal Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost.

1.11 “Design Budget” means the preliminary estimated design and construction cost developed for the Project, which is established after completion of the Preliminary Design Report and before work on the final design.

1.12 “Director” shall have the same meaning as in the Interlocal Agreement.

1.13 “District” means the Southwest Florida Water Management District.

1.14 “Effective Date” means the date the Agreement takes legal effect as specified in Section 5.

1.15 “Excess Water” means Project Water that remains unallocated after completion of the process set forth in Sections 11.1.2.1 through 11.1.2.4.

1.16 “Fiscal Year” means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Cooperative.

1.17 “Fixed Operation and Maintenance Cost” means all Operation and Maintenance Cost other than Variable Operation and Maintenance Cost.

1.18 “Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its

effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, pan-
demic, or similar catastrophic event; (b) an act of public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Project Permits or essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

1.19 “Interlocal Agreement” means that Interlocal Agreement creating the Cooperative, with an effective date of June 1, 2016, including any amendments and supplements thereto.

1.20 “Meters” mean those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Cooperative, as required by Section 11, which are used to measure and bill the quantity of Project Water delivered to each Project Participant or the quantity of Virtual Water withdrawn by a Project Participant.

1.21 “MGD” means million gallons a day.

1.22 “Obligation” shall have the same meaning as in the Interlocal Agreement.

1.23 “Operation and Maintenance Cost” means any and all costs incurred by the Cooperative in operating, maintaining and administering the Project, related operation, maintenance, management, security and development of the Project; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the Project, -a-Any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water

Commented [JM10]: Need to review and discuss to make sure we all understand what is intended by Virtual Water. This comment will be applicable to all references to Virtual Water in this draft Agreement.

Commented [NT11]: John – please clarify proposed revisions. How would these costs be classified and paid?

related to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Combined Projects Implementation Agreement, **do not** constitute a Capital Cost, Capital Replacement and Renewal Cost and are not payable from the proceeds of any Obligation; and are not considered Operation and Maintenance Costs. ~~Administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees, if applicable; moneys to be deposited to a Rate Stabilization Fund, if one is established; and administrative costs incurred by the Cooperative for management of the Project~~ are also not considered Operation and Maintenance Costs.

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1.24 **“Parties”** means those members of the Cooperative that have signed this Agreement, whether as Project Participants or Project Associates. ~~mean the Cooperative, the City of Auburndale, the City of Bartow, the City of Davenport, the Town of Dundee, the City of Eagle Lake, the City of Fort Meade, the City of Haines City, the City of Lake Alfred, the Town of Lake Hamilton, the City of Lake Wales, the City of Lakeland, the City of Mulberry, the City of Polk City, the City of Winter Haven and Polk County.~~

1.25 **Intentionally omitted.** ~~“Phase 2A Project” means the implementation of the first phase of the Southeast Wellfield in 2023 with a Project Yield of 7.5 MGD, the implementation of the second phase of the Southeast Wellfield in 2027 with a Project Yield of 5 MGD and the implementation of the first phase of the West Polk Lower Floridan Aquifer Wellfield in 2027 with a Project Yield of 5 MGD. The combined Project Yield of Phase 2A Project is 17.5 MGD in 2027.~~

1.26 “Points of Connection” means points where the Project connects to the water supply system of a Project Participant or the point of connection where the Project Participant takes Virtual Water.

1.27 “Project” means the initial phase of the Phase 2A Southeast Wellfield Project with an expanded Project Yield of 12.38 MGD of finished water at buildout. As of the Effective Date, the Parties anticipate the Project will consist of () separate stages.
“Project” means the West Polk Wellfield Project with a Project Yield of 9.05 MGD at buildout.
[There will be a separate statement for each Agreement]

Commented [JM12]: Will there be additional Implementation Agreements and/ or amendments to Implementation Agreements for Projects for additional phases of either Project?

Commented [NT13R12]: I understand the remaining phases of the SEWF project will be completed under separate implementation agreements which will be entered as needed.

1.28 “Project Administrator” means the person or persons and/or alternate or alternates designated by the Cooperative Executive Director/Project Board pursuant to Section 7.2 to manage the Cooperative’s responsibilities under this Agreement.

1.29 Project Associate. _____ [or suggest other label] Instead of becoming a Project Participant, any member of the PRWC may execute this Agreement as means a Party to this Agreement who has elected to become a non-voting Project Associate in order to stay abreast of the status of the Project and enable them to make informed decisions about future participation as a Project Participant. A Project Associate has no financial responsibility or liability for the Project and no or-voting rights but may is encouraged to attend Project Board meetings, participate in Project Board discussions, inform the Project Board about its future plans or needs for Project Water, and make comments and recommendations to the Project Board about the Project’s direction and scope.

“Cooperative Project Board” shall have the same meaning as in Section 2.03 of the Interlocal Agreement. The Cooperative Project Board for this Project will consist of Directors and/or alternates appointed by the Project Participants.

1.30 “Project Participants” means ~~those Parties~~ a Party to this Agreement, ~~other than the Cooperative, who have executed this Agreement for the purpose of implementing~~ who has elected to implement this Project, ~~which includes pay for the Project~~ construction, operation, and ~~maintenance and funding of the Project,~~ and in return ~~receipt receive of~~ Project Water Service from the ~~Cooperative~~ Project.

1.31 “Project Permits” means all permits, licenses or other third party approvals necessary or convenient for the acquisition, construction, management or operation of the Project, including all permits, licenses or other third party approvals required so that a Project Participant may use Virtual Water.

1.32 “Project Water” means the finished water produced by the Project to help ~~serve~~ supply the potable water demands of the Project Participants and the Virtual Water used by a Project Participant, who pursuant to the Project plan will not physically take finished water produced by the Project.

1.33 “Project Water Estimate” means the document submitted by each Project Participant to the ~~Cooperative~~ Project Board detailing the quantity of Project Water on an annual average daily flow basis; it requests to receive during ~~the an~~ an upcoming Fiscal Year, as specified in Section 11.1.1.

1.34 “Project Water Service” means the delivery of Project Water by the Cooperative to the Points of Connection for use by the Project Participants.

1.35 “Project Yield” means the total quantity of Project Water that the Project can reasonably be expected to produce for Project Water Service to the Project Participants, which is expressed as an annual average rate or base production rate.

1.36 “Prudent Utility Practices” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States of America during the relevant time period or any of the practices, methods and acts, which in the exercise of reasonable judgement in light of facts known, or that should have been known, at the time the decision was made, could have only been expected to accomplish the desired results at a reasonable cost consistent with applicable legal, engineering, reliability, safety and time requirements.

1.37 “PSI” means pounds per square inch.

1.38 ~~“Rate Stabilization Fund”~~ ~~means any fund created by the Cooperative for stabilization of the Water Charge paid by the Project Participants, as specified in Section 13.2. Operation and Maintenance Cost may be utilized by the Cooperative to fund such rate stabilization fund.~~ ???

1.39 ~~“Safe Yield”~~ ~~means the annual average quantity of Upper Floridan Aquifer groundwater that has been deemed safe for the Project Participants to use on a long-term basis without harming the water resources of the state, as set forth below in the Safe Yield Table. In the event the Safe Yield quantity identified in a Project Participant’s consumptive use permit differs from the quantity specified for that Project Participant in the Safe Yield Table, the Safe Yield quantity specified in the Project Participant’s consumptive use permit shall control.~~

Safe Yield Table

| Project Participants | Safe Yield Annual Average (MGD) |
|-----------------------------|--|
| City of Auburndale | 4.82 |
| City of Bartow | 3.36 |
| City of Davenport | 0.73 |
| Town of Dundee | 0.59 |
| City of Eagle Lake | 0.33 |

Commented [JM14]: Will agree to discuss further- in general the City does not desire the PRWC to act as a bank for the City. As a wholesale provider of water there should not be dramatic fluctuations in O & M costs. Most of the cost volatility is on the retail side of the business. Power and chemical costs will be two of the largest costs over which there will be little control.

Commented [NT15R14]: Section 2.06(A)(11) of the establishing Interlocal Agmt states the Cooperative has the power to create a RSF as appropriate. So, if omitted in this Agmt, the Project Board can later decide to create and utilize a fund.

| Project Participants | Safe Yield Annual Average (MGD) |
|-----------------------|---------------------------------|
| City of Fort Meade | 0.74 |
| City of Haines City | 4.17 |
| City of Lake Alfred | 1.03 |
| Town of Lake Hamilton | 0.30 |
| City of Lake Wales | 3.04 |
| City of Lakeland | 24.71 |
| City of Mulberry | 0.45 |
| City of Polk City | 0.35 |
| Polk County | 16.24 |
| City of Winter Haven | 10.88 |
| TOTAL | 71.74 |

1.40 “Southeast Wellfield” means a new lower Floridan aquifer public water supply wellfield to be located in southeast Polk County.

1.41 “Southeast Wellfield Refund Cost” means those costs incurred by Polk County in developing and permitting the Southeast Wellfield, as detailed in **Exhibit “A”** to this Agreement.

Commented [JM16]: Do we have this Exhibit yet?

Commented [NT17R16]: I believe Carlyn or John had sent a out a list stating these costs. Let me know if you did not receive and I will find it for you

1.42 “True-up” means the process specified in Section 10 by which the Project Participants’ Water Cost Allocations are adjusted, by redetermining for all the Project Participants their projected 204570 water demands as well as adjusting the costs to comport with actual usage, in excess of the Safe Yield.

1.43 “Variable Operation and Maintenance Cost” means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of finished water produced by the Project, including, but not limited to, power, chemical, water purchases and Water Transfer Costs.

1.44 “**Virtual Water**” means a quantity of upper Floridan aquifer groundwater withdrawn by a Project Participant above its Safe Yield, but not exceeding its Water Allocation. Virtual Water may only be used by those Project Participants who pursuant to the Project plan will not physically receive finished water produced by the Project. The quantity of Virtual Water taken by a Project Participant must be offset by the same quantity of the Virtual Water Offset used by other Project Participants. Project Participants may agree to allow Virtual Water Offsets in the Project plan when doing so would reduce the cost of transmission of Project Water. [Alternative language – “Virtual Water” means a quantity of upper Florida aquifer groundwater withdrawn by a Project Participant not exceeding its Water Allocation that will be offset by another Project Participant voluntarily relinquishing its right under a SWFWMD permit to withdraw from the upper Florida aquifer as stated in the Project plan.]

Commented [JM18]: See previous comment.

Commented [JM19]: What about water that a Project Participant may receive from Water Wheeling?

Commented [JM20]: Would this require a CUP modification or agreement with the District?

Commented [NT21]: Concern with this definition is that it eliminates possibility of offset by use of the finished Project Water, the product of this agreement.

1.45 “**Virtual Water Offset**” means finished Project Water used by one or more Project Participants in order to exactly offset the quantity of Virtual Water used by another Project Participant. A Project Participant shall not pay a Water Charge for ~~the~~ its use of the Virtual Water Offset as it is intended that the Water Charge paid by a Project Participant for the use of the associated Virtual Water will cover the cost of producing the Virtual Water Offset.

1.46 “**Project Water Allocation**” means the quantity of Project Water that each Project Participant is entitled to receive from the Project, based on each Project Participant’s Water Cost Allocation as stated in the table below, as set forth in the table below. The Water Allocation consists of an initial allocation covering the period from 2024 to 2027 and a final allocation covering the period from 2028 through the term of the Agreement. In the event the Project Yield is different from the totals listed in the ~~2024-current~~ Water Cost Allocation Table as stated herein or as subsequently revised established by the Project Board in accordance with Section 10, below,

Commented [NT22]: Should at least start with a Water Cost Allocation table of each Project Participant.

Project Board would revise allocations when it is know which PPs will be going forward following 60% design presentation.

~~and the 2028 Water Allocation Table;~~ the Project Water Allocation for each ~~of the~~ Project Participants will be determined based on ~~the~~ Water Cost Allocation Percentages ~~set forth in each of these~~this tables.

~~1.46.1 Initial Water Allocation.~~ The initial Water Allocation covering the period from 2024 to 2027 is set forth below in the 2024 Water Allocation Table.

~~2024~~2045 Water Allocation Table
Insert Allocation Table for each Project.

Commented [NT23]: I removed the previously deleted table.

1.47 “Water Charge” means for any Fiscal Year, the charge established by the Cooperative Project Board pursuant to Section 13 ~~12~~ for providing Project Water Service to the Project Participants. This charge is comprised of the Base Rate Charge and the Water Use Charge.

Commented [JM24]: Is this charge established by the Cooperative Board or the Project Board for each Project?

Commented [NT25R24]: Project Board.

1.48 “Water Cost Allocation” means for any Fiscal Year, that portion of the Base Rate Charge each Project Participant is obligated to pay. The Water Cost Allocation shall be based on each Project Participant’s Project Water Allocation as stated in Section 1.46 ~~projected 2070~~ ~~2045~~ ~~water demands in excess of their Safe Yield quantities~~, as that allocation may be subsequently revised ~~every five (5) years~~ through the True-Up process set forth in Section 10.

1.49 “Water Transfer Cost” means those costs incurred by the Cooperative City of Lakeland in transmitting Project Water ~~from the West Polk Lower Floridan Aquifer Well field to certain~~ Project Participants ~~and those costs incurred by Polk County and the City of Winter Haven in transmitting Project Water from the Southeast Wellfield to certain~~ Project Participants. Revise this paragraph as needed for each project.

Commented [NT26]: Cooperative to incur these costs; see Section 8.4 and Section 9 re operation and ownership

Commented [JM27]: Please clarify intent here.

1.50 “Water Use Charge” means for any Fiscal Year that component of the Water Charge computed according to Section 13.4.2

1.51 “Weighted Vote Method” means that each Director is assigned a vote based on its Water Cost Allocation percentage ~~under the Base Rate Cost Allocation Table~~ identified in Section 1.48.

1.52 “West Polk Lower Floridan Aquifer Wellfield” means a new lower Floridan aquifer public water supply wellfield to be located in west Polk County.

2. PURPOSE OF THE AGREEMENT.

2.1 Overall Agreement. This Agreement governs the overall implementation of the Project, which includes design, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Cooperative. It is the intent of this Agreement that Project Water be used to help ~~supply serve~~ the needs of the Project Participants.

2.2 Interlocal Agreement. The Parties have entered into the Interlocal Agreement. In the event of a conflict between the Interlocal Agreement and this Agreement, the Interlocal Agreement shall control, except to the extent such conflict is waived by the Cooperative Board of Directors according to the terms of the Interlocal Agreement.

2.3 Combined Projects Implementation Agreement. The Parties to this Agreement have decided to implement Phase 2 of the Combined Projects Implementation Agreement with regards to this Project. ~~Once~~ (technical deliverables) are completed for the Project, the CPIA will no longer be in effect and will be superseded by this Agreement. ~~However, the As such, At that time all further~~ implementation of this Project shall be governed by the terms and conditions of this Agreement rather than the provisions of the ~~CPIA and ombined Projects Implementation Agreement.~~ Accordingly, with respect to this Project only, this Agreement will expressly supersede and nullify is the effect of Sections 8.8, 8.9, 8.10, 9.1, 9.1.1, 9.1.2, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 10.1, 10.2, 10.3, 10.4, 11, 11.1, 11.2, 11.3, 11.3.1, 11.3.1.1, 11.3.1.2,

Commented [NT28]: Allows a PP the option to pay its portion of the Project Capital Costs, rather than having that cost included in an Obligation the Coop issues. No similar provision in this agreement.

11.3.1.3, 11.3.1.4, 11.3.2, 11.4, 11.4.1, 11.4.2, 11.5, 11.6, 12.1, 12.2, 12.3, 12.4, 12.5, ~~17.1~~, and 17.2 of the ~~CPIA ombined Projects Implementation Agreement~~ and all other provisions therein ~~the Combined Projects Implementation Agreement~~ that may conflict with this Agreement or prevent this Agreement from being in full force and effect. ~~As of the Effective Date, The~~ Combined Projects Implementation Agreement remains in effect with regards to the Peace Creek Integrated Water Supply Project, Peace River/Land Use Transition Treatment Facility Project, ~~an~~ additional phases of the Southeast Wellfield Project, additional phases of the West Polk County Lower Floridan Aquifer Wellfield Project and any other future project incorporated by the parties to that agreement. ~~[Revise as appropriate for each project.]~~

Commented [NT29]: Addresses withdrawal from the Agreement before Phase 2.

2.4 Other Agreements Not Affected by this Agreement. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to change any existing agreement, permit and/or other similar administrative matters between the District and any Party regarding the Project or the Party's public water supply system.

Commented [JM30]: Please clarify intent here particularly w/r/t additional/future phases of the Southeast Wellfield Project and the West Polk County Lower Floridan Aquifer Wellfield Project. Are we talking about the existing Combined Projects Implement Agreement for Phase 1-due diligence only continuing to be applicable as to additional/future phases of either the Southeast Wellfield and/or West Polk Wellfield Projects?

Commented [NT31R30]: As to the SEWF, I understand the remaining 2 phases will be addressed in additional implementation agreements. I removed the entire proposed deletion as the CPIA would remain in effect for other Approved Water Projects.

2.5 Project Participants and Project Associates. ~~At the first meeting of the Project Board after the Effective Date of this Agreement, each party hereto shall submit to the Project Board its election in writing of status under this Agreement as a Project Participant or a Project Associate. Each party to this Agreement electing Project Associate status may at any time notify the Project Board submit an election in writing that it has elected to change its status to Project Participant. To effect the change to receive Project Participant status, the Project Associate shall within ninety (90) days after delivering its notice, prior to the end of the fiscal year, deliver to the Project Board its Project Water Estimate, and pay to the Cooperative the amount required for new Project Participants as stated in Section 20.2.1, below, except that its Section 20.2.1 (iii)~~

Commented [NT32]: This should be known when the Parties sign the Agreement. Wouldn't be easier to identify the Parties based on status in the opening paragraph, grouping them into their respective defined status?

costs shall only be a sum equal to _____ percent (_____ %) of the Section 20.2.1(i) proportionate share cost. ~~proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, and design fees, if applicable, incurred to date by Project Participants, as well as 2.5% of its proportionate share of such costs expended to date.~~

Commented [NT33]: Isn't this addressed in Section 20 below. Why would proportionate share cost payment differ (2.5% here vs. 10% in Section 20).

2.6 Recognition of Initial Water Cost Allocation. At the first meeting of the Project Board after the Effective Date of this Agreement, each Party intending to be a Project Participant shall provide the Project Board in writing with its 2045 water demands. The Project Board shall collect the 2045 water demands prepared by Project Participants and publish those demands in a table reflecting the initial Water Cost Allocation for each Project Participant calculated pursuant to Section 1.48.

Commented [NT34]: I understand these have already been updated and provided to Team One. These should be the amount stated in the Section 1.46 table.

3. INTENTIONALLY OMITTED.

4. CONSTRUCTION OF TERMS. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited applicability to the specific provision within such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The headings contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States of America consistently applied throughout the specified period and in the immediately comparable period.

4. REPRESENTATION OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

4.1 Status of the Parties. The Parties are each duly organized, validly existing and in good standing under the laws of the State of Florida and are each duly qualified and authorized to satisfy their responsibilities pursuant to this Agreement.

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, **except as otherwise provided herein.**

Commented [JM35]: Does any other provision of this proposed Draft provide and/or intend for there to be an encumbrance or lien on any assets of the Parties?

4.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

4.4 Pending Litigation. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against any Party, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by any Party of their obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

5. CONDITIONS PRECEDENT. The Effective Date of this Agreement shall take effect upon satisfaction of the following conditions precedent:

5.1 Execution of the Agreement. This Agreement shall be duly authorized and executed by the Parties.

5.2 SWFWMD Funding Commitment. The Cooperative and the Southwest Florida Water Management District shall execute a contract in which the District agrees to fund at least fifty (50%) percent of the eligible Capital Cost of the Project.

5.3 ~~SWFWMD Permitting MOU.~~ ~~The Cooperative and the Southwest Florida Water Management District shall execute a memorandum of understanding that describes the issuance of long term consumptive use permits to the Project Participants so as to allow for the phased development of the Project.~~ CWFI rules are expected to address this issue

5.4 Satisfaction of Conditions Precedent. The Cooperative Project Board shall determine when these conditions precedent have been satisfied and the Effective Date of this Agreement.

6. TERM AND TERMINATION. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties. Termination shall not take place until all Obligations issued by the Cooperative have been repaid, all cooperative funding agreements or grants received by the Cooperative have been completed and any other funding mechanisms used to pay for construction, operation or maintenance of the Project have been successfully concluded.

7. PROJECT ADMINISTRATION.

7.1 Project Administration. The Cooperative shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or

Commented [NT36]: Rejected deletion.

imposed on the Cooperative with regards to implementation of the Project shall be exercised through the Project Board; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding the Project may be delegated by the Project Board. All decisions of the Project Board shall be by the Weighted Vote Method as specified in this Agreement.

7.2 Project Administrator(s). No later than thirty (30) days from the Effective Date, the ~~Cooperative Executive Director~~ Project Board shall provide in writing to the other Parties, the name, address, phone number, fax number and email address of its Project Administrator(s) to the Cooperative Executive Director. ~~Subject to approval of the Cooperative Project Board.~~ The Projects Administrator(s) may be changed at any time by the ~~Cooperative Executive Director~~ Project Board. ~~In the event of such a change the Cooperative Executive Director Project Board shall~~ immediately ~~upon send~~-written notice to ~~the other all~~ Parties ~~to this Agreement and to the Cooperative Executive Director.~~ The Project Administrator(s) shall act as the ~~Cooperative Project Board's~~ representative(s) with regards to implementation and management of the Project.

7.3 Performance Standards. The following performance standards shall apply to the Cooperative when implementing this Project:

Commented [NT37]: Removed the "Project Board" change

7.3.1 Defend any challenge or protest filed with regards to procurement decisions made pursuant to this Agreement, including the retention of outside legal counsel to defend the action.

7.3.2 Manage the construction, operation and maintenance of the Project in accordance with the requirements of this Agreement.

7.3.3 Procure, prepare and execute contract(s) with technical consultant(s) selected pursuant to this Agreement.

7.3.4 Manage the activities of the technical consultant(s) or other professional(s) to assure that the requirements of this Agreement are met.

7.3.5 Manage the review of interim and final deliverables.

7.3.6 Prepare bids, select bidders and enter into construction contracts as required pursuant to this Agreement.

7.3.7 Approve the use of Alternative Procurement Methods, ~~as specified in Section 8.2.5,~~ for design and construction of the Project.

7.3.8 Manage the activities of the contractor(s) to assure that requirement of this Agreement are met.

7.3.9 Process and pay invoices from consultants, other professionals and contractors.

7.3.10 Initiate and process funding requests to the Project Participants for implementation of the Project.

7.3.11 Issue Obligations, if required to fund the construction of the Project.

7.3.12 ~~Issue impact fees, adopt special assessment and implement any other alternative financing mechanisms. [Members requested to delete this]~~

7.3.13 Conduct the True-Up process specified in Section 10.

7.3.14 Prepare and distribute the Water Charge each Fiscal Year to the Parties.

7.3.15 Receive and account for funds received from the Parties in connection with this Project.

7.3.16 Take legal action, if necessary, ~~in the name of the Cooperative,~~ to require payment of the Water Charge by each Party.

7.3.17 Apply for, receive and account for grant funds received from federal, state, regional or local sources in connection with the Project.

7.3.18 Submit or modify applications for Project Permits. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize Project Permit applications. Obtain all the Project Permits.

7.3.19 Submit applications to modify or renew Project Permits issued in connection with the Project. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize applications to modify or renew Project Permits. Obtain all modifications or renewals of Project Permits.

7.3.20 Communicate with regulatory agencies and other interested persons and attend meetings as needed to obtain all the Project Permits, including any modification or renewal.

7.3.21 Negotiate the terms of any Project Permit, including any modification or renewal or permit conditions with the regulatory agencies.

7.3.22 Maintain any Project Permit issued in connection with the Project, including, but not limited to, complying with all permit conditions.

7.3.23 Defend any challenge or protest filed with regards to any Project Permit, including the retention of outside legal counsel to defend the action.

7.3.24 Undertake legal actions as necessary to further the work authorized under this Agreement, including the retention of outside legal counsel to defend the action.

8. **PROJECT IMPLEMENTATION.** The following stages shall be followed to implement the Project. The Cooperative Project Board shall procure an engineering consultant or consultants and a Construction Manager at Risk to perform all or a portion of the professional

Commented [NT38]: My revisions here are taken from Carolyn Kowalsky's proposed revisions received 3/31.

services needed for each stage described below in accordance with applicable procurement requirements as specified under Florida Law. For each stage of the Project described in this Section 8, each Project Participant shall pay its proportionate share of the costs for that stage of the Project according to the percentage listed in the Water Allocation Table set forth in Section 1.46, above.

8.1 Final Design and Bidding Stage.

8.1.1 Upon selection of the engineering consultant(s), the Cooperative Project Board, through its Project Administrator shall obtain a scope and fee from the engineering consultant for the final design and Bidding Budget and shall present it to the Cooperative Project Board for approval.

8.1.2 The Cooperative Project Board shall require the engineering consultant to prepare (1) a final design in relative conformance with the Project Preliminary Design Report, and (2) a Bidding Budget based on the final design. The final design shall, at a minimum, include a 60% final design and 100% final design, and shall present the 60% design as a single line item. The 60% final design shall include design specifications, design drawings, an estimated Bidding Budget, and an estimate of real estate acquisition costs. The 100% final design shall include design specifications, design drawings, the final Bidding Budget, and an estimate of real estate acquisition costs.

8.1.3 Once the engineering consultant has completed the 60% final design, the Project Administrator will present it to the Cooperative Project Board. Any Project Participant member of the Cooperative Project Board may withdraw from the Project as provided in Section 19 below following completion of 60% final design. The engineering consultant shall not commence the 100% final design until after the Cooperative Project Board has approved the 60% final design.

Commented [JM39]: The process for review and approval of the 60% Design phase should be included here and then reference Section 19 for a withdrawing Party.

Commented [NT40R39]: Sections 19.1 and 19.2? Wherever it makes most logical sense to place the sections. o

8.1.4 The engineering consultant will apply for and obtain any Project Permits not obtained before the Effective Date, with the exception of those that are to be obtained by the construction contractor.

8.1.5 Project Participants will individually develop and approve funding mechanisms as required to implement the Project. ~~to be approved by~~ The Cooperative Project Board shall provide concurrence with such funding mechanisms.

8.1.6 The Cooperative Project Board, in the name of the Cooperative, Cooperative will execute funding agreement(s) with the District to provide up to fifty (50) percent cooperative funding of the eligible Capital Costs of the Project.

8.1.7 Upon approval of the final design and Bidding Budget by the Cooperative Project Board, the Cooperative Project Board will procure a Construction Manager at Risk bids from contractors to construct the Project and the Project Administrator will obtain a scope and fee from the engineering consultant for its services for the Construction stage for construction observation and administration services for approval by the Cooperative Project Board.

8.1.8 The Project Administrator shall present both the selected contractor and Construction Budget, and the engineering consultant's fee for construction administration to the Cooperative Project Board for approval.

8.1.9 The Cooperative Project Board may approve the use of Alternative Procurement Methods as allowed by Florida Statutes including Chapters 255 and 287, in place of the separate design and construction mechanisms described in Sections 1.2 and 8.3 of this Agreement, including the procurement of a construction manager at risk, in place of the separate design and construction mechanisms described in this Section 8.1. -

Commented [JM41]: What is the intent here? Won't funding obligations be approved by each Project Participant? The Cooperative or the Cooperative Project Board does not have any revenue stream to secure debt. Will the Cooperative potentially be an issuer of debt?

Commented [NT42R41]: Believe correct as originally written. The Cooperative will be the named recipient of the needed grants, loans, and other funding which will likely require Project Participant pledges. Consequently, the PPs will develop the needed funding mechanisms which the Project Board must approve for the Cooperative to obtain.

Commented [DC43]: Why limit this to 50%?

Commented [NT44R43]: Understand this is the max amt the WMD will cooperatively fund projects.

8.1.10 Polk County shall pay the share of the 60% final design cost for any Member Government listed in the Water Allocation Table that does not initially elect to become a Project Participant, so that other Project Participants can have certainty in the cost of their share for the 60% final design. After the 60% final design is completed, the Cooperative shall notify all Member Governments of the Capital Cost of the Project based on the 60% Design. Within 30 days after receipt of that Capital Cost: 1) Project Participants shall notify the Cooperative whether they elect to continue as a Project Participant; and 2) if any Member Government who is not presently a Project Participant wishes to join the Agreement as a Project Participant, it shall notify the Cooperative. The Cooperative shall then revise the Water Allocation Table to reflect only those remaining Project Participants and their new allocation and shall provide it to the remaining Project Participants. Thereafter, any public agency may withdraw, be substituted, or be added as provided in Sections 19 and 20 of this Agreement. In addition to the costs set forth in Section 19, any Member Government listed in the initial Water Allocation Table who joins after the 60% final design is complete, shall reimburse Polk County for its share of the costs of the 60% final design according to the initial Water Allocation Table plus ____ % interest running from the date Polk County incurred the obligation.

8.2 Real Estate Acquisition Stage. After ~~Cooperative~~ Project Board approval of the 60% final design the ~~Cooperative Project Board~~ shall, in the name of the Cooperative, Cooperative shall acquire any real property interests necessary to implement the Project, subject to the limitations of the Interlocal Agreement.

8.3 Project Construction Stage. The Project Construction Stage ~~Phase~~ begins upon completion of the Final Design and Bidding Stage. The ~~Cooperative~~ Project Board shall make all decisions regarding the procurement of a contractor or construction manager at risk to

construct the Project. The Project Administrator shall submit all change orders to the Cooperative Project Board for approval unless otherwise designated in writing by the Cooperative Project Board.

8.4 Project Operation and Maintenance Stage. The Cooperative Project Board Cooperative through appropriately selected and/or procured staff shall at all times operate and maintain the Project facilities in accordance with Prudent Utility Practices.

The following phases shall be followed with regards to implementation of the Phase 2A Project. Each of these phases may be implemented at the same time or separately for each of the Project components.

8.1 Phase 2A 1 Project Pre-Construction. Phase 1 shall be implemented beginning on the Effective Date and shall consist of the following actions.

8.1.1 Application and receipt of any Project Permits not obtained or in existence during Phase I of the Combined Projects Implementation Agreement.

8.1.2 Execution of funding agreement(s) with the District to provide up to fifty (50) percent cooperative funding of the eligible Capital Costs of the Project.

8.1.3 Issuance of Obligations, establishment of impact fees, adoption of special assessments or enactment of any other funding mechanism as required to implement the Project.

8.1.4 Acquisition of any real property interests as required to implement the Project, subject to the limitations of the Interlocal Agreement.

Commented [JM45]: Confirm that there is an accepted and approved standard here. What is the intent here w/r/t operation and maintenance of the Project?

Commented [NT46R45]: Cooperative obligation; Project Board (delegated) responsibility. The "PUP" Standard generally stated to be applicable over time; open to revisions in that definition as applicable.

~~8.2—Phase 2A-2—Project Construction.~~

~~8.2.1—The Cooperative will procure one or more consultants to prepare a final design for the Project based on the Preliminary Design Report and Design Budget and monitor the progress of contractor and its adherence to the contract documents. The Project Administrator shall prepare a scope of service and budget for developing the final design and submit same to the Project Board for approval.~~

~~8.2.2—Upon selection of the consultant(s), the final design and Bidding Budget shall be prepared by the consultant and approved by the Project Board.~~

~~8.2.3—Upon completion of the final design and Bidding Budget, and approved of both by the Project Board, the Cooperative shall procure bids from contractors to construct the Project. Upon award of the bid to a contractor by the Cooperative Project Board, the Project Administrator shall prepare a Construction Budget and submit same to the Project Board for approval.~~

~~8.2.4—The Project Board shall make all decisions regarding construction of the Project. During construction, the Project Administrator shall submit all change orders to the Project Board for approval.~~

~~8.2.5—The Cooperative may decide to use Alternative Procurement Methods in place of the separate design and construction mechanisms specified in Sections 1.2 and 8.2.1-8.2.4, with the approval of the Project Board.~~

~~8.3—Phase 2A-3—Project Operation and Maintenance.~~ ~~The Cooperative shall at all times operate and maintain the Project facilities in accordance with Prudent Utility Practices.~~

9. **OWNERSHIP.** ~~The~~ Cooperative shall own the Project facilities, including the water treatment plant and transmission lines up to and including the Points of Connection. When obtained and complete, ~~The~~ Project facilities owned by the Cooperative will be ~~are~~ more specifically described in ~~the a~~ map that will later be attached hereto this Agreement as Exhibit "B," via an amendment.

Commented [JM47]: This provision needs to be clearer by expressly stating that only the Project Participants are liable and obligated for the Project particularly if the Cooperative is the owner and is incurring all responsibilities and obligations including financial which has an effect on all members of the Cooperative.

Commented [JM48]: Still need.

Commented [NT49]: Addition if needed

10. **TRUE-UP.** ~~Before the beginning of each fiscal year, the Cooperative Project Board will consider for approval any proposed additions, assignments, and substitutions proposed under the process set forth in Section 20. At least every 5 years after the Effective Date of this Agreement and every 5 years thereafter, the Cooperative Project Board will determine the size and timing for constructing of the next sub-phase of the Project. construction. Any additions, substitutions, assignments, or revisions to the size and timing of construction sub-phases must be approved by the Cooperative Project Board and reflected in an Amendment to this Agreement. If a Project Participant does not request any additional increased Water Allocation during the Agreement term, capacity associated with the initial phase of the Project, then the Base Rate Charge for such Participant shall be reviewed during the True-Up process contemplated herein in order to allow any required- adjustment of such Base Rate Charges for a Participant. Provided further that during this True-Up process the costs are made true between the Project Participants based upon new data or actual figures reflecting actual use versus estimates.~~

Commented [NT50]: John if this pertains to the Water Charge, then adjustment as stated in Section 13.6 below.

~~**10.1 — Initial Water Cost Allocation Confirmed.** The Water Cost Allocations contained in the Base Rate Cost Allocation Table in Section 1.48 above are confirmed for the first five (5) years following the Effective Date of this Agreement.~~

~~10.2—Five Year Adjustment of Water Cost Allocation. No later than five (5) years following the Effective Date of this Agreement and every five (5) years thereafter, the Cooperative shall update the information contained in the Base Rate Cost Allocation Table. The Cooperative shall timely retain an engineering firm to re-estimate each Project Participant's 2070 water demand in excess of its Safe Yield. The Project Participants shall supply the engineering consultant their estimate of 2070 water demands in excess of its Safe Yield and all supporting information, but the engineering consultant shall not be bound to use the numbers provided by the Project Participants. Prior to the expiration of the applicable five year period, the engineering consultant shall prepare a new Base Rate Cost Allocation Table detailing each Project Participant's estimated 2070 water demands in excess of its Safe Yield quantity and associated Water Cost Allocation Percentage. Upon approval by the Project Board, the new Base Rate Cost Allocation Table shall supersede and replace the then existing Base Rate Cost Allocation Table and for purposes of this Agreement shall be the effective Base Rate Cost Allocation Table for the next five years. The Parties agree that the Base Rate Cost Allocation Table developed under this procedure shall be used by the Cooperative to establish the Base Rate Charge under this Agreement.~~

11. PROJECT WATER SERVICE.

11.1 Delivery of Project Water Service. During each Fiscal Year, starting with Fiscal Year in which the Project Water Service is scheduled to commence, the Cooperative, Project Board shall provide Project Water Service to the Project Participants, as follows:

11.1.1 Delivery of Project Water Estimates. Each Project Participant desiring to take Project Water shall deliver to the Cooperative its Project Water Estimate for the upcoming Fiscal Year on or before May 1. The Project Water Estimate shall identify the quantity of Project Water, at an annual average daily rate, the Project Participant requests the Cooperative

to deliver to its Point of Connection during the upcoming Fiscal Year or the quantity of Virtual Water, at an annual average daily rate that the Project Participant requests to use during the upcoming Fiscal Year. ~~A Project Water Estimate must include all the water a Project Participant will need in excess of the Project Participant's 2045 estimated Project Water Estimate its Safe Yield as defined in in Section 1.393 or as may be determined pursuant to the True Up process set forth in Section 10 of this Agreement.~~ The ~~Cooperative Project Board~~ shall send a written reminder to the Project Participants on or before ~~April 1~~, if a Project Water Estimate has not been received from that Project Participant. If a Project Participant fails to deliver a Project Water Estimate to the ~~Cooperative Project Administrator~~ by ~~May 1~~, then the Project Participant shall be deemed to have requested ~~an amount equal to~~ its full ~~Project Water Cost~~ Allocation for the upcoming Fiscal Year. ~~Unless otherwise provided in this Agreement, the Project Water Estimate process does not affect a Project Participant obligation to pay the Base Rate Charge portion of the Water Charge.~~

11.1.2 Prioritization of Project Water. In the event the total quantity of Project Water requested in the Project Water Estimates exceeds the Project Yield, the available Project Water will be allocated by the ~~Cooperative Project Board~~ according to the following priority schedule:

11.1.2.1 Every Project Participant with a ~~Water Allocation~~ shall be allowed to take up to its full Water Allocation from the Project.

11.1.2.2 Every Project Participant with a Water Allocation shall be allowed to take water in excess of its Water Allocation as long as the Project Participant has received all or a part of another Project Participant's Water Allocation for the upcoming Fiscal Year. Any transfer of Water Allocations shall be in writing and executed by both Project Participants and shall be included with the Project Estimates submitted by both Project Participants. Any

Commented [DC51]: I believe the intent of the Agreement is that Project Water Estimates should be different from the Water Cost Allocation numbers. WCA numbers are the 2045 demand figures that, when added together, generate a total plant capacity need of 12.35ish MGD. Project Water Estimates are the amount of water that a participant actually needs and intends to take for the upcoming fiscal year. PWEs can change and should, if used correctly, help plan timing for expansions and help calculate actual O&M costs.

Commented [NT52R51]: Agreed as to concept but believe the term for the amount entitled (and required) to receive is "Water Allocation" [or Project Water Allocation, if revised as noted above]. i

Commented [JM53]: Confirm date works.

Commented [JM54]: Confirm date works.

Commented [JM55]: Confirm meaning here. Assume that what this is trying to convey is that 100% of the water was originally committed by the Project Participants and each Project Participant is obligated to pay the costs associated with that original obligation if no other Project Participant requests the unused allocation. This is like a take or pay provision. There has to be 100% financial guarantee regardless of who is taking water and how much. Does the base rate also include each Project Participant paying for additional capacity in the initial phase (i.e. since the Southeast Well-field is permitted for 30 MGD)? Further if you decide to pay and not take then a Project Participant should not have to pay for certain operation costs (such as chemical costs). Want to discuss ways to address same in the Agreement.

Commented [NT56R55]: Yes, take or pay on the Water Use Charge component of the Water Charge as finished water is available to the PPs. Each PP must pay its share of the Base Rate Charge regardless of when it first receives finished water.

Commented [NT57]: Project Water Allocation, if term is amended

transfer of Water Allocations between Project Participants must be accompanied by a technical feasibility confirmation in order for review by the Cooperative Project Board. If the proposed transfer is technically feasible and meets all other requirements or conditions necessary for the transfer, then the Project Board will approve the request. ~~reviewed and approved by the Cooperative Project Board as to technical feasibility.~~

11.1.2.3 ~~In the event a~~ Project Participant with a Water Allocation may ~~delivers~~ a Project Water Estimate to the Cooperative indicating its intent requesting to take Virtual Water during the upcoming Fiscal Year in an amount not exceeding its Water Allocation, only if another Project Participant has~~may~~ voluntarily requested a Virtual Water Offset in its Project Water Estimate in order to offset the quantity of Virtual Water used by another Project Participant. ~~The~~Such a request by a Project Participant ~~in its Project Water Estimate to take a Virtual Water Offset~~ must also be accompanied by a technical feasibility confirmation in order for review ~~reviewed and approved~~ by the Cooperative Project Board. If the proposed Virtual Water request is technically feasible and meets all other requirements or conditions necessary for the transfer, then the Project Board will approve the request. ~~as to technical feasibility.~~

11.1.2.4 ~~In the event a Project Participant with a Water Allocation delivers a Project Water Estimate to the Cooperative indicating its intent to take Virtual Water during the upcoming Fiscal Year in an amount not exceeding its Water Allocation and no Project Participant voluntarily requests a Virtual Water Offset or if the Cooperative Project Board determines that a Project Participant's voluntary request of a Virtual Water Offset is technically infeasible, then the Cooperative Project Board will determine which other Project Participant(s) must take a Virtual Water Offset during the upcoming Fiscal Year.~~

Commented [JM58]: Confirm.

Commented [NT59R58]: An issue to address is how the Board will handle multiple requests for Virtual Water where the Virtual Water Offsets are insufficient to satisfy the requests.

11.1.2.5 If there is Excess Water available for use by Project Participants after the available Project Water has been allocated pursuant to Sections 11.1.2.1 through 11.1.2.43, of this Agreement then the Excess Water-, if any, will may be allocated among the Project Participants requesting Project Water on a pro rata basis based on a separate MOU confirming same between the Cooperative Project Board and the Project Participant for Project Participants who are willing to enter into such an MOU.

Commented [JM60]: 100% of the Project Water/Yield has to be paid for each year hence each Project Participant has an obligation for its initial allocation if no other Project Participant takes the Excess Water.

11.2 System Operation. The Cooperative Project Board Cooperative, shall at all times maintain the Project in accordance with Prudent Utility Practices. The Cooperative Project Board shall, on behalf of the Cooperative, adopt an adequate Project budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Cooperative Project Board Cooperative shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regards to the Project, while providing for reliable operations and maintenance. If new regulatory requirements necessitate capital improvements, the Cooperative Project Board shall take all necessary actions to accomplish the same. The Cooperative Project Board Cooperative shall be responsible to the Cooperative for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Cooperative, Project Board's the Project Administrator, and any Project consultants and agents, to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Cooperative Project Board Cooperative shall maintain adequate catastrophic insurance on the Project on such terms and amounts

Commented [NT61R60]: Yes; but a PP's Water Allocation will vary depending upon the operational sub-phase of the Project.

Is an MOU required if PPs must take Excess Water per agmt? Can't Project Administrator send notice to PPs that there is Excess Water and how it has been allocated?

Commented [JM62]: Please see previous comment regarding this matter.

Commented [NT63]: The Cooperative would be responsible for these matters. All costs associated with these matters would be Project costs, payable by the Project Participants (rather than any other Member Governments of the Cooperative).

as established and approved by the Cooperative Project Board and consistent with applicable industry standards.

11.3 Water Quality. The Cooperative Project Board Cooperative shall deliver Project Water to each Project Participant's Point of Connection: (1) that is stabilized and of good and uniform quality; (2) meets all applicable federal and state drinking water standards and regulations, including, but not limited to the standards set forth in Chapter 62-550, Florida Administrative Code, as may be amended or superseded from time to time; and, (3) meets whatever disinfection and treatment techniques required under this Agreement or in accordance with criteria and standards later established and agreed upon by the Cooperative Project Board and Project Participants as part of the direction for the final Project design, and included in a memorandum of understanding that is entered into and attached to this Agreement, as well as those criteria and standards developed during Phase 1 of the Combined Projects Implementation Agreement for this Project.

This Section 11.3 shall not apply to Virtual Water used by a Project Participant.

11.4 Water Pressure. The Cooperative Project Board Cooperative shall deliver Project Water to each Project Participant's Point of Connection at a minimum pressure of 30 PSI.

This Section 11.4 shall not apply to Virtual Water used by a Project Participant.

11.5 Project Permits. The Cooperative Project Board Cooperative shall, in the name of the Cooperative, obtain, renew, maintain and modify, if necessary, all Project Permits required for the operation and maintenance of the Project and to ensure that Project Water Service will be provided to the Project Participants under the terms of this Agreement.

11.6 Acquisition of Real Property. The Cooperative Project Board Cooperative shall, in the name of the Cooperative, use its best efforts to acquire all interest in real and personal

Commented [JM64]: What are the specific standards referenced here-has this already been defined?

Commented [NT65R64]: Those generally stated in this section and those which could be classified as Prudent Utility Practices.

Commented [JM66]: Is this sufficient pressure? This almost guarantees a need for Project Participants to have a booster.

property (if any) necessary for expansion, construction, management and operation of the Project, in a manner consistent with the Interlocal Agreement.

11.7 Compliance with the Law. The ~~Cooperative Project Board Cooperative~~ shall comply with all laws, rules and regulations applicable to this Agreement and its obligations thereunder.

12. POINTS OF CONNECTIONS AND METERING FACILITIES.

12.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified by the ~~Cooperative Project Board~~ no later than ~~November 30, 2020~~ for ~~those~~ Project Participants with a Water Allocation under the 2024 Water Allocation Table in Section 1.46. ~~and no later than November 30, 2025 for those Project Participants with a Water Allocation under the 2028 Water Allocation Table in Section 1.46.2, which did not have a Water Allocation under the 2024 Water Allocation Table.~~ This requirement applies equally to those Project Participants that will physically take Project Water and those Project Participants that will take Virtual Water. The ~~Cooperative Project Board Cooperative~~ and a Project Participant may, by mutual written agreement or memorandum of understanding, more specifically identify or modify the Point of Connection or the location of the corresponding Meter. Any change in the Points of Connection or the location of the Meters shall be reflected in a map prepared by the ~~Cooperative Project Board Pro-~~
~~ject Administrator.~~

Commented [NT67]: Reinstated this from deletion.

12.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Cooperative to each Point of Connection or the quantity of Virtual Water taken by a Project Participant shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall be selected at the discretion of the

~~Cooperative Project Board~~, subject to compliance with American Water Works Association (AWWA) industry standards for similar Meters.

12.3 Inspection of Meters. Each Meter shall be inspected annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the ~~Cooperative Project Board-Cooperative~~ and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants. Upon request of a Project Participant, the ~~Cooperative Project Board-Cooperative~~ shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The ~~Cooperative Project Board-Cooperative~~ shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the ~~Cooperative Project Board-Cooperative~~ and such cost may not be passed along solely to the Project Participant requesting the test, as part of the Water Charge or otherwise. ~~any other charge of the Cooperative that is paid by a Project Participant as a result of its membership in the Cooperative.~~

Commented [NT68]: If there is a cost to the Cooperative as a whole, the Project Participant will bear some portion of the cost.

12.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the ~~Cooperative Project Board-Cooperative~~ shall repair or replace the malfunctioning Meter at its earliest convenience, recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate since the last inspection or test and the following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Project Participant for the metered

flow for the time interval between the date of the last Meter accuracy inspection or test and the date the Meter was corrected.

13. WATER CHARGE. For each Fiscal Year, the Project Participants shall pay the Cooperative the applicable Water Charge as follows:

13.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs ~~when due, but only when the Cooperative Project Board begins to actually pay the debt service~~, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred by the ~~Cooperative Project Board~~ Cooperative in order to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charge shall consist of a Base Rate Charge and a Water Use Charge, including any Operation and Maintenance Costs ~~used to establish and maintain a Rate Stabilization Fund~~. The Water Charge shall be uniform for all Project Participants. The Water Charge shall be computed in the manner specified in Section 13.4, ~~including any transfers of moneys out of the Rate Stabilization Fund pursuant to Section 13.2,~~ prior to the upcoming Fiscal Year and the Project Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 13.3. The Water Charge shall be ~~uniform~~ just, reasonable and equitable to all Project Participants and the ~~Cooperative Project Board~~ may not discriminate against any Project Participant, when establishing the Water Charge. Establishment of the Water Charge shall be made by the ~~Cooperative~~ Project Board and the ~~Cooperative~~ Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida.

Commented [NT69]: Should be a Project Board decision.

Commented [NT70]: Restored deletion. The Water Charge includes a Water Use Charge should would not be uniform.

13.2 ~~Transfers from the Rate Stabilization Fund.~~ The Project Board may at its discretion transfer moneys out of the Rate Stabilization Fund to reduce the Base Rate Charge in the manner specified in Section 13.4.1.

13.3 Notification of Water Charge. On or before August 15 prior to the Fiscal Year in which the Project Water Service is scheduled to commence and on or before every August 15th thereafter, the ~~Cooperative Project Board~~ shall provide the Project Participants the Water Charge for the upcoming Fiscal Year. The Water Charge shall be accompanied by a report detailing the manner in which the Water Charge was computed for the upcoming Fiscal Year. In lieu of a report, the basis for the Water Charge may be detailed in the annual budget adopted by the ~~Cooperative Project Board~~ for this Project for the upcoming Fiscal Year.

Commented [JM71]: This date may be too late for many local governments that will need to have budget approvals in September.

13.4 Establishment of Water Charge. The Water Charge shall be established by the ~~Cooperative Project Board~~ as follows:

13.4.1 Base Rate Charge. The Base Rate Charge shall be computed as follows:

13.4.1.1 The ~~Cooperative Project Board~~ shall estimate the Debt Service Cost ~~(when it is actually payable)~~, the Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost required to meet the cash needs of the Project for the upcoming Fiscal Year.

Commented [NT72]: PB will need to take the cost into consideration regardless of when payable.

13.4.1.2 The Base Rate Charge shall consist of the total of the Debt Service Cost ~~(when it is actually payable)~~, Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost determined pursuant to Section 13.4.1.1, ~~minus any moneys transferred out of the Rate Stabilization Fund, as specified in Section 13.2.~~ The Base Rate Charge shall be allocated among each Project Participant based upon each Project Participant's

Water Cost Allocation Percentage identified in the then effective Base Rate Cost Allocation Table in Section 1.48, as it may be modified pursuant to Section 10, for the upcoming Fiscal Year.

13.4.1.3 The Base Rate Charge allocation computed for each Project Participant pursuant to Section 13.4.1.2 shall be increased by any underpayment or decreased by any overpayment determined pursuant to Sections 13.6 and/or 10 of this Agreement.

13.4.1.4 The Project Participants shall pay their individual Base Rate Charge allocation as specified in Section 13.4.1 in twelve (12) equal monthly payments during each calendar month starting in October and ending on the following September .

13.4.2 Water Use Charge. The Water Use Charge shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 13.4.1.1 divided by the total of all the Project Water Estimates submitted by the Project Participants for the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of water.

13.5 Payment of the Water Charge. For each Fiscal Year, the Project Participants shall pay the Water Charge as follows:

~~13.5.1 The Project Participants shall pay their individual Base Rate Charge allocation as specified in Section 13.4.1 in twelve (12) equal monthly payments during each calendar month starting in October and ending on the following September .~~

13.5.2 The Project Participants shall pay their Water Use Charge on a monthly basis. Each Project Participant's monthly payment shall be determined by multiplying the actual amount of Project Water delivered by the Cooperative ~~from the Project~~ to the Project Participant's Point of Connection during the prior calendar month by the Water Use Charge identified in Section 13.4.2.

Commented [JM73]: A Project Participant's initial commitment for water allocation should be their base cost obligation through the term of the Project unless a transfer is made and another Party assumes the obligation. Should have 100% coverage each year. It is presumed that each Project Participant is potentially paying for additional capacity in the initial phase (i.e. the Southeast Wellfield is permitted for 30 MGD and this Agreement only addresses 12.5 MGD). Need to discuss and clarify.

13.6 Accounting, Audits and Adjustments for Actual Expenses and Water

Use. The ~~Cooperative Project Board~~Cooperative shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred with respect to the Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Project Water Service commenced, the ~~Cooperative Project Board~~Cooperative shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual costs during the preceding Fiscal Year. For purposes of this audit, 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. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 13.4.1.45.1. If the audit determines that an overpayment was made to a Project Participant, then said overpayment shall be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 13.4.1.45.1.

Commented [JM74]: Why doesn't this correspond to Fiscal Year end on September 30th?

Commented [JM75]: How does a Project Participant over pay if the billing is based on metered use? The underpayment potential is possible if a Project Participant does not use its full allocation -in fact the overpayment may in fact offset the underpayment.

Commented [NT76R75]: Believe adjustment pertains to the estimated amounts in the Base Rate Charge component of the Water Charge.

13.7 Prohibition Against Surcharges, Transfers to General Fund and Cer-

tain Payments. The Water Charge shall not include any surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, transfers to the ~~Cooperative Project Board's or the Cooperative's~~ general administrative expenses or any charge or payment not directly related to the cost of providing Project Water Service.

13.8 Grants, ~~Impact Fees, Special Assessments~~ and Other Sources of Fund-

ing. The ~~Cooperative Project Board~~ Cooperative or its duly authorized designee(s) may, ~~in the name of the Cooperative,~~ seek grants, ~~establish impact fees, adopt special assessments~~ and utilize other funding sources to cover any Project costs that would otherwise have to be paid ~~for the Project~~ through the Water Charge. Any funds obtained by ~~the Cooperative~~ Cooperative ~~the Project Board~~ from these other sources must be used to pay Project costs that would otherwise need to be paid by the Project Participants through the Water Charge.

14. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

14.1 **Billing and Payment.** The ~~Cooperative Project Board~~ Cooperative shall invoice each Project Participant for their Water Use Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which the Project Water Service was provided. Billing to each Project Participant shall be made on the 10th day of the following calendar month. Payment of the Water Charge shall be made to ~~the order of the Cooperative and tendered to the Cooperative Project Board's duly authorized payee~~ Project Administrator no later than thirty (30) days after which the statement was received. If the Water Charge or any portion thereof remains unpaid following their due date, the Project Participants shall be charged with and pay to the ~~order of the Cooperative~~ Cooperative ~~Project Board's duly authorized payee~~ any late fee that may be set in advance by the Project Board in its discretion. Interest shall accrue on any amount unpaid from its due date at such rates the Project Board may establish from time to time. ~~of _____ interest on the amount unpaid from its due date until paid at the rate of eight (8%) per annum.~~

Commented [JM77]: Let's discuss further. 8% seems too high.

14.2 **Irrevocable Commitment to Pay.** The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner

provided in Section 14.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The ~~Cooperative Project Board, in the name of the Cooperative,~~ is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner.

14.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its utility enterprise fund throughout the term of this Agreement. At all times during the terms of this Agreement, a Project Participant shall pay the Water Charge from its utility system operation and maintenance account.

14.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge.

14.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative, ~~Cooperative the Project Board,~~ nor the holder of any Obligations issued by the Cooperative ~~or the Project Board~~ to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project

shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 14.3.

15. PLEDGE OF CONTRACT REVENUES. The ~~Cooperative Project Board, in the name of the Cooperative,~~ is authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative ~~or the Project Board~~ to construct ~~or expand~~ the Projects.

16. FORCE MAJEURE.

16.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event.

16.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this ~~s~~Section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the projected length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

16.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer

Commented [JM78]: What is intended here? If the Project has approved 60% Plans and after that all Project Participants must either take an off ramp or stay in then any expansions (i.e. future phases) would be the subject of a separate agreement(s)/amendment(s). Do not want to obligate Project Participants to any expansion now that would be the subject of a subsequent agreement(s)/amendment(s).

Commented [NT79R78]: See revision.

duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

17. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 18, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 18 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. 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, Chapter 164, Florida Statutes.

18. DEFAULT AND REMEDY.

18.1 Default. If any Party fails to observe, comply with, perform, or maintain in any material way any term, covenant, condition, duty, obligation, representation, or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties

may seek remedies set forth herein; if that default is not timely cured within thirty (30) days, unless such default is not capable of being cured within thirty (30) day, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

18.2 Project Participant Payment Dispute. A Project Participant that disputes a payment of the Water Charge under Section 13 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Cooperative Project Board shall elect to either pay the disputed charge as a credit against the Water Charge for the next Fiscal Year or through a direct one-time payment to the Project Participant.

18.3 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Cooperative Project Board may suspend Project Water Service to the Project Participant and prohibit a Project Participant from using Virtual Water unless there is a good faith dispute or suspension of service compromises the health, safety, and welfare of the end water users. Suspension of Project Water Service to a Project Participant or prohibition of the use of Virtual Water by a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Base Rate Charge, when it becomes due nor prohibit the Cooperative Project Board from imposing appropriate late fees and interest on the unpaid amount at such rates the Project Board may from time to time establish.

Commented [JM80]: Suspension/Termination of service is harsh and could potentially affect many end users. Would like to discuss other possible methods or ways of compelling payment. How do you prohibit the use of Virtual Water, virtually?

~~continuing to charge interest on the unpaid amount.~~ Upon payment of all outstanding Water Charges, including any ~~late fees and accrued interest, interest,~~ the ~~Cooperative Project Board~~ ~~Co-~~ ~~operative~~ shall immediately resume Project Water Service to the Project Participant or immediately allow a Project Participant to use Virtual Water. The ~~Cooperative Project Board's~~ decision to suspend Project Water Service to a Project Participant or to prohibit Virtual Water use by a Project Participant under this ~~s~~Section shall not be subject to the dispute resolution process in Section 17 and shall not be considered a default under Section 18. However, the ~~Cooperative Project Board's~~ ~~Cooperative's~~ failure to resume Project Water Service or to allow a Project Participant to use Virtual Water upon payment of all outstanding Water Charges, including any ~~late fees and interest, interest,~~ may constitute a default under Section 18 and shall be subject to the dispute resolution process specified in Section 17.

Commented [JM81]: See previous comment re interest on unpaid charges.

Commented [NT82]: The term "Cooperative" used here as resumption of service upon payment is a ministerial act, not requiring Board action.

19. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT. **19.1 Withdrawal Before the Decision to Commence 100% Final Design.** ~~Once the 60% design is complete, the Cooperative Project Board's Project Administrator will present it to the Cooperative Project Board. During the Within 45 day time period (the "Withdrawal Period") s-beginning the day after the 60% design presentation to the Cooperative Project Board, any Project Participant may withdraw from the Project. Any withdrawal must be in writing and provided as set forth in Section 25 of this Agreement. On a date occurring after the Withdrawal Period ends, Within 45 days after the time set for any Project Participant Member to withdraw, the Cooperative Project Board shall convene and the remaining members of the Cooperative Project Board shall consider approval of the 60% design and authorization to proceed with a 100% final design which takes into account the Project Participants as of the date the Project Board convenes for that purpose. A Project Participant who withdraws from this Agreement~~

before the decision to commence with 100% final design shall remain liable for payment of its share of the cost for the 60% final design ~~described in subsection 8.~~, but shall not be liable for any future costs of the Cooperative Project Board related to the Project. Upon the withdrawal of a Project Participant, its Water Allocation, if any, shall be subject to redistribution among the remaining Project Participants in accordance with Section 19.4, below.

Commented [JM83]: What happens to the water allocation of the withdrawing Project Participant?

19.2 Withdrawal After the Decision to Commence 100% Final Design. A Project Participant who withdraws from this Agreement after the Project Board's Section 19.1 decision to commence 100% final design shall remain liable for payment of its share of the cost for the Final Design and Bidding Stage, ~~under Section 8.~~, and shall remain liable for payment of its share of the Water Use Charge as described in this ~~s~~Subsection 19.3. If the withdrawing Project Participant has submitted a Project Water Estimate to the ~~Cooperative Project Board~~ pursuant to Section 10 for the current Fiscal Year, then it shall remain liable under Section 23.4 to pay the Water Use Charge for that Fiscal Year, as if it had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Cost Allocation, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Cost Allocation is completely redistributed among the remaining Project Participants.

19.3 Duties of and effect on Withdrawing Project Participant. A withdrawing Project Participant shall no longer be considered a voting member of the ~~Cooperative Project Board~~ with regard to the ~~at specific~~ Project. Upon notice by the ~~Cooperative Project Board~~ Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued

in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Project Participant shall surrender its Water Allocation, if any, and immediately forfeit its right to receive Project Water Service from the Cooperative, Cooperative Project Board, including the use of Virtual Water related to the Project, from which it is withdrawing.

19.4 Redistribution of Water. All of a withdrawing Project Participant's Water Allocation, if any, shall be subject to redistribution among the remaining Project Participants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allocation, if any, based upon the then applicable Water Allocation Table in Section 1.46. Redistribution of the withdrawing Project Participant's Water Allocation to the remaining Project Participants shall take place within sixty (60) days of the Parties receiving written notice of the withdrawing Project Participant's intent to withdraw from this Agreement. During this sixty (60) day period a Project Participant will notify the Cooperative Project Board Cooperative in writing of its intent to take some or all of the withdrawing Project Participant's Water Allocation. Any redistribution of the withdrawing Project Participant's Water Allocation to another Project Participant must be accompanied by a technical feasibility confirmation from each Project Participant that desires the available Water Allocation in order to allow a review by the Cooperative Project Board as to technical feasibility. reviewed and approved by the Cooperative Project Board as to technical feasibility. If two or more existing Project Participants exercise their right to take all of the withdrawing Project Participant's Water Allocation, then the Project Board shall redistribute the withdrawing Project Participant's Water Allocation to the requesting Parties shall be redistributed on a pro rata based upon the requesting Parties demonstrated need for the avail-

~~ble Water Allocation. basisequal portions to the Project Participants, which requested redistribu-
tion. If a Project Participant does not want all of its pro rata share of the withdrawing Project
Participant's then there shall another round of allocation until all of the withdrawing Project Par-
ticipant's Water Allocation is fully distributed. Any of the withdrawing Party's Water Allocation
that is not redistributed as specified in this Section 19.3, shall become Excess Water.~~

19.4 Survival. The provisions of this Section 19 shall survive the termination
of this Agreement.

~~Any Project Participant may, at its option and upon ninety (90) days written notice to all
other Parties, withdraw from participation in this Agreement. A Project Participant that withdraws
from the Agreement shall surrender its Water Allocation, if any, and immediately forfeit its right
to receive Project Water Service from the Cooperative, including the use of Virtual Water. All of
its Water Allocation, if any, shall be subject to redistribution among the remaining Project Partici-
pants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdraw-
ing Project Participant's Water Allocation, if any, based upon the then applicable Water Allocation
Table in Section 1.46. Redistribution of the withdrawing Project Participant's Water Allocation to
the remaining Project Participants shall take place within sixty (60) days of the Parties receiving
written notice of the withdrawing Project Participant's intent to withdraw from this Agreement.
During this sixty (60) day period a Project Participant will notify the Cooperative in writing of its
intent to take some or all of the withdrawing Project Participant's Water Allocation. Any redistri-
bution of the withdrawing Project Participant's Water Allocation to another Project Participant
must be reviewed and approved by the Cooperative Project Board as to technical feasibility. If two
or more existing Project Participants exercise their right to take all of the withdrawing Project~~

Commented [NT84]: Basis for the pro-rata allocation. The Project Board should be able (or required) to consider the requesting PP's respective need for the water.

Commented [NT85]: If a Party submits a requests for an allocation, then it should be required to accept the distribution. If the Project Board must approve the allocation, then the requesting Party has some time to reconsider its request before the Board acts. That should be a sufficient time period to decide whether to withdraw the request.

Commented [JM86]: Who pays for such Excess Water?

Commented [NT87R86]: If Project Participants must use all finished Project Water per Section 22.4, then the Excess Water and its associated costs must be allocated among the PPs per Section 11.1.2.5

~~Participant's Water Allocation, then the withdrawing Project Participant's Water Allocation shall be redistributed in equal portions to the Project Participants, which requested redistribution. Any of the withdrawing Party's Water Allocation that is not redistributed as specified in this Section 19, shall become Excess Water. If the withdrawing Project Participant had submitted a Project Water Estimate to the Cooperative pursuant to Section 10 for the current Fiscal Year, then it would remain liable under Section 23.4 to pay the Water Use Charge for that Fiscal Year, as if it had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Cost Allocation, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Cost Allocation is completely redistributed among the remaining Project Participants. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regards to that specific Project. Upon notice by the Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal.~~

20. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

20.1 Substitution. As a matter of right, a new Project Participant or an existing Project Participant may be substituted for an existing Project Participant, if the new Project Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Any new substitute Project Participant must be a public agency. Substitution shall mean the new or existing Project Participant shall at a minimum succeed to the old Project

Participant's entire Water Allocation, if any, and Water Cost Allocation. Prior to substitution taking effect, the existing Project Participant must notify the other existing Project Participants in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Project Participants, who shall be allowed at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when a new Project Participant is substituted for an existing Project Participant. If one of the existing Project Participants exercises its right of first refusal during this time period, then all of the substituted Party's Water Allocation, if any, and Water Cost Allocation shall be assigned to the existing Project Participant. If two or more existing Project Participants exercise their right of first refusal during this time period, then all of the substituted Project Participant's Water Allocation, if any, and Water Cost Allocation shall be reassigned in equal portions to the existing Project Participants. If none of the existing Project Participants commit to acquire the substituted Project Participant's entire Water Allocation, if any, and Water Cost Allocation during this sixty (60) day period, then the other existing Project Participants shall be considered to have waived their right of first refusal. Any substitution under this Section 20.1 must be reviewed and approved by the Cooperative Project Board as to technical feasibility. Once the substitution takes place, the substituted Project Participant shall withdraw from the Agreement and shall no longer be considered a voting member of the Cooperative Project Board. Additionally, the substituted Project Participant shall cooperate with the Cooperative Project Board in any modifications to the Project Permits necessary to effectuate this substitution.

20.2 **Addition.** A new Project Participant may be added by the unanimous decision of all the current Project Participants so long as the new Project Participant is a public agency. ~~When a new Project Participant is added pursuant to this Section 20.2, the existing Project~~

Commented [JM88]: Please confirm intent here. Would an additional Project Participant mean that either there is an expansion to the Project or there is additional capacity in the Project? If so how does that affect the Base Rate Charges and wouldn't that require a new agreement(s)/amendment(s)? Would this public agency be required to be a member of the Cooperative or be located within Polk County?

Commented [NT89R88]: Adding a new PP would indicate there is or will be Project Water available for the new PP to utilize, whether at the current time or upon build out of this Project.

The new PP would be required to pay the costs described below

~~Participants must amend the Agreement to reflect the reassignment of Water Allocations and Water Cost Allocations among the existing Project Participants and the new Project Participant.~~

20.2.1 Cost to become a new Project Participant. The provisions of this ~~s~~Section 20.2 are established to provide equity among all Project Participants and to provide an incentive for local governments to subscribe early as Project Participants for this Project. Any public agency that ~~is permitted by the Project Board to joins this~~ Agreement after it is first executed under the process described in this Section 20 of this Agreement shall pay the Cooperative an amount equal to the sum of the following: (i) ~~its~~ the new Project Participant's proportionate share of the Project costs incurred ~~by the Project Participants~~ before the new Project Participant joins the Agreement, (ii) the actual design fees, if any, the Cooperative incurs to accommodate the new Project Participant which fees are estimated, but not guaranteed or limited, to be approximately ten percent (10%) of the Section 20.2.1 (i) proportionate share cost, ~~if applicable, and~~ (iii) a sum equal to ten percent (10 %) of ~~its~~ the new Project Participant's Section 20.2.1(i) proportionate share cost. ~~of the Project Costs expended to date.~~ This amount is in addition to the Water Charge for each upcoming fiscal year as described in ~~s~~Section 13 of this Agreement. When the Cooperative receives the new Project Participant's required payment, ~~this occurs,~~ it shall refund or credit the other Project Participants their respective share of the Section 20.2.1(i) and Section 20.2.1(iii) sums calculated ~~percentage collected shall be refunded proportionately to the initial Project Participants who joined this Agreement when it was first executed~~ based on each Project Participant's Project cost payments made and proportion of Obligations assumed as of the ~~to~~ date the new Project Participant is admitted.

Commented [NT90]: This addressed in the remainder of the sentence.

20.2.2 Amendment of Water Charge. When a new Project Participant is added pursuant to this Section 20.2, the existing Project Participants must amend the Agreement to reflect the reassignment of Water Allocations and Water Cost Allocations among the existing Project Participants and the new Project Participant. The ~~Cooperative~~ Project Board will also determine how the new Base Water Charge is allocated among the new group of Project Participants taking into consideration the short and long-term costs and benefits of the new infrastructure to the new and existing Project Participants including any savings realized due to economies of scale.

20.3 Assignment. As a matter of right, an existing Project Participant may assign a portion of its Water Allocation, if any, and its Water Cost Allocation to a new Project Participant or an existing Project Participant, if the new Project Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Any new assignee Project Participant must be a public agency. The complete assignment of an existing Project Participant's Water Allocation, if any, and Water Cost Allocation to a new Project Participant or an existing Project Participant shall be treated as a substitution under Section 20.1 of this Agreement. Prior to the assignment taking effect, the existing Project Participant must notify the other existing Project Participants in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Project Participants, who shall be provided at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when the assignee is a new Project Participant. If one of the existing Project Participants exercises its right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allocation, if any, and Water Cost Allocation up for assignment shall be transferred to the existing Project Participant. If two or more existing Project Participants exercise their right of first refusal

during this time period, then the Project Board shall determine an portion of the assignment ing of the Project Participant's Water Allocation, if any, and Water Cost Allocation up for assignment shall be transferred on a pro-rata basis in equal portions to the existing Project Participants pro rata based upon the requesting Parties demonstrated need for the available Water Allocation. . If none of the existing Project Participants commit to acquire the assigning Project Participant's Water Allocation, if any, and Water Cost Allocation up for assignment, then the other existing Project Participants shall be considered to have waived their right of first refusal. The right of first refusal shall not apply when an existing Party is the assignee. Any assignment under this Section 20.3 must be reviewed and approved by the Cooperative Project Board as to technical feasibility. Once the assignment takes place, the assigning Project Participant shall still be a Party to the Agreement, but it shall forfeit or surrender the assigned portion of its Water Allocation and Water Cost Allocation to the assignee Project Participant. Once assignment takes place, the assigning Project Participant shall cooperate with the Cooperative Project Board Cooperative in any modification to the Project Permits necessary to effectuate this assignment.

21. PERMITS.

21.1 The Cooperative and the Cooperative Project Board shall not interfere with the existing consumptive use permits or existing water, wastewater, or reclaimed water facilities of a Member Government, except as authorized under this Agreement or as may otherwise be consented to in writing by the Member Governments.

21.2 The Parties shall cooperate with each other and no Project Participant shall interfere with the Cooperative Project Board Cooperative's ability to obtain, maintain and comply with any Project Permits.

21.3 No Project Participant shall purposefully submit information to a regulatory agency that conflicts with information submitted by the ~~Cooperative Project Board~~ Cooperative in support of any application for a Project Permit in the event that an application for a Project Permit will interfere with the exiting consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant, except as authorized under this Agreement or as may otherwise be consented to in writing by the Project Participant as approved by the Project Participant's governing body.

21.43 No Project Participant shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regards to any Project Permit (any such action or instrument, the "Project Permit Action") sought by the Cooperative, ~~Cooperative Project Board, unless~~ prior to the Cooperative seeking the Project Permit Action (i) the Project Participant had notified the Cooperative in writing that the Project Permit Action would directly threatens an existing consumptive use permit legal right of a the Project Participant and delivered supporting evidence of that threat to the Project Board; and (ii) after receipt of such notice and consideration of the evidence, the Project Board decided to continue seeking the Project Permit Action. to use the water resources of the state in existence prior to date of the application for the Project Permit.

21.54 A Member Government of the Cooperative that is not a Party to this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties, or damages associated with any Project Permits or any and all monetary obligations of the Project, unless and until such Member Government

consents in writing as approved by its governing body to be a Project Participant as provided for in this Agreement.

22. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Project Participants will at a minimum do the following:

22.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative Project Board Cooperative's ability to acquire all interests in real property necessary to construct, manage, and operate the Project, provided the acquisition is not inconsistent with the Interlocal Agreement or a Party's utility planning goals and objectives as the same have been expressed in.

22.2 Project Permits. The Project Participants shall cooperate and assist and not interfere with the Cooperative Project Board Cooperative's ability to obtain, maintain, and comply with all Project Permits necessary to construct, manage and operate the Project.

22.3 Construction, Management and Operation of the Project. The Project Participants shall cooperate and not interfere with the Cooperative Project Board Cooperative's ability to construct, manage and operate the Project.

22.4 Base Production Commitment. Subject to Section 10 of this Agreement, ~~the~~ Project Participants ~~commit to shall~~ prepare Project Water Estimates that maximizes the use of Project Water to meet their potable water needs. If for some reason, other than a Force Majeure Event, a Project Participant uses less water during a Fiscal Year than its Project Water Estimate, then it shall be required to pay the Water Charge as if it had taken the entire quantity of water specified in its Project Water Estimate, as set forth in Section 13.5.

22.5 Obligations. The Project Participants shall cooperate with the ~~Cooperative Project Board Cooperative~~ should the ~~Cooperative Project Board~~ decide in accordance with ~~theis~~ Agreement to issue Obligations to fund any Capital Costs incurred by the ~~Cooperative Project Board Cooperative~~ with regards to the Project. In said event, the Project Participants shall comply with the reasonable request of the ~~Cooperative Project Board Cooperative~~ and will, upon such request, do as follows: (1) make available general material and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that any general material and financial information is accurate, does not contain any untrue statements of material fact and does not omit to state a material fact necessary to make the statements contained in the general material and financial information, in light of the circumstances under which they were made not misleading; (4) provide reasonable certifications to be used in a transcript of closing documents; (6) provide and pay for reasonable requested opinions of counsel as to the binding effect of this Agreement, the validity of actions taken as a result of the Agreement, title to real property, as applicable, and pending litigation which could materially affect the Party's performance under the Agreement; and, (7) provide guarantee agreements, if required in order to obtain the Obligation. In addition, each Project Participant agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

22.6 Grants, ~~Impact Fees, Special Assessments~~ and Other Sources of Funding. The Project Participants shall cooperate with the ~~Cooperative Project Board Cooperative~~ in seeking alternative sources of funding for the Project, including, but not limited to, grants, ~~impact fees and special assessments~~.

23. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, neither the Combined Project Participants nor the Project Participants are jointly or severally liable for any torts attributable to the Cooperative ~~or the Cooperative Project Board~~ and only the Cooperative ~~or Cooperative Project Board~~ shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. ~~toherwise.~~ Finally, the Cooperative ~~and the Project Board agrees to shall~~ indemnify and hold the ~~Combined Project Participants and~~ Project Participants harmless from any injury that the Cooperative ~~or the Project Board~~ or its officers, agents, attorneys, employees, or invitees sustain while carrying out the ~~Cooperative Project Board's Cooperative's Agreement~~ obligations. ~~under this Agreement.~~

24. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

25. NOTICES.

25.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856
Fort Meade, Florida 33841
863-285-1100

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

25.2 All notices shall also be sent to the Cooperative, to the attention of its executive director, with a separate copy to its general counsel, and to the as well as the Cooperative Project Board and its Project Administrator.

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

26. TIME EXTENSIONS. The Cooperative Project Board may extend or change any of the deadlines specified in this Agreement.

27. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and

all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

28. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

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

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

31. ATTORNEY'S FEES AND COSTS.

31.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the ~~Cooperative Project Board~~ Cooperative in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Cooperative Project Board.

31.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the ~~Cooperative Project Board~~ Cooperative in

any litigation concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Cooperative Project Board Cooperative in any litigation concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be deemed a credit to be considered in computation of the Water Charge.

32. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

33. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

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

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer- or create any fiduciary relationship among the Parties.

36. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

37. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may

be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

38. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

39. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

[Signatures begin on the following pages]

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

| _____
Frederick J. Murphy, Jr. ~~V. Patton Kee~~, City Attorney

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

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
William "Billy" Simpson, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

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

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
H.B. "Rob" Robinson, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

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

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
Cory Coler, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

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

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____
James Watts, Mayor

Date: _____

ATTEST:

By: _____
Melissa Newman, Deputy City Clerk

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

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Morris L. West, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Nancy Z. Daley, Mayor

Date: _____

ATTEST:

By: _____
~~Amee Bailey~~ Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. (~~John~~) Murphy, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE LAND, FLORIDA

By: _____
William "Bill" Mutz, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, Acting City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____
Eugene Fultz, Mayor

Date: _____

ATTEST:

By: _____
Clara VanBlargan, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

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

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Bradley T. Datnzler, Mayor

Date: _____

ATTEST:

By: _____
~~Joy Townsend, Deputy~~ Vanessa Castillo, MMC City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ~~(“John”)~~ Murphy, Jr., City Attorney

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

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____
~~Deena Ware~~Jenn Garcia, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. (~~John~~) Murphy, Jr., City Attorney

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

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Mike Kehoe, Mayor

Date: _____

ATTEST:

By: _____
Sara Irvine, Town Clerk

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

ATTEST:

POLK COUNTY, a political subdivision of
the State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
~~T. R. Wilson~~ W.C. Braswell, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

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

POLK REGIONAL WATER COOPERATIVE

By: _____
Timothy J. Pospichal, Chair

Date: _____

ATTEST:

By: _____
Eugene Fultz, Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

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

IMPLEMENTATION AGREEMENT

THIS PROJECT IMPLEMENTATION AGREEMENT (the “Agreement”) is made and entered into as of the Effective Date as hereinafter defined, by and among the following members of the Polk Regional Water Cooperative (“Cooperative”), to wit: the City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, Florida 33839, the City of Lakeland whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, the City of Polk City whose address is 123 Broadway Blvd SE, Polk City, Florida 33868, and Polk County (“Polk County”), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a “Party” and collectively referred to as the “Parties,” and the City of Mulberry whose address is P.O. Box 707, Mulberry, Florida 33860, as a “Project Associate.”

THE PURPOSE of this Agreement is to implement the design, permitting, construction, operation, maintenance and funding of the West Polk Lower Floridan Wellfield, an Approved Water Project of the Cooperative.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged and the Parties hereby agree, stipulate and covenant as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Agreement” means this West Polk Lower Floridan Wellfield Project Implementation Agreement, as may be amended or restated from time to time.

1.2 “Alternative Procurement Methods” means alternatives to the separate design and construction mechanisms specified in Sections 7.3.7 and 8.2.5 such as “design build,” “construction management at risk” or “public-private partnership.”

1.3 “Base Rate Charge” means for any Fiscal Year, that component of the Water Charge computed according to Section 13.

1.4 “Bidding Budget” means the approved maximum cost for the award of construction contracts. A Bidding Budget is set at the completion of the final design for the Project infrastructure.

1.5 “Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the rendering of services in connection with the Project.

1.6 “Capital Replacement and Renewal Cost” means all costs incurred by the Project Board for the ordinary renewal, replacement, upgrade and improvement of those aspects of the Project owned by the Cooperative, including, but not limited to filter/membrane replacements, which are not paid from the proceeds of any Obligation and costs that will occur over the life of the Project for the assets comprising the Project.

1.7 “Combined Projects Implementation Agreement” means the Combined Projects Implementation Agreement with an effective date of May 1, 2017, including any amendments thereto.

1.8 “Cooperative” shall have the same meaning as in the Interlocal Agreement. For purposes of this Implementation Agreement, the Cooperative acts through the Project Board for the West Polk Lower Floridan Aquifer Wellfield.

1.9 “Construction Budget” means the approved maximum cost for the actual construction of the Project infrastructure, including any contingency. The Construction Budget is set after Project bidding and selection of a contractor or contractors, and may be amended if needed subject to written change orders approved in writing by the Project Board and the Contractor engaged by the Project Board.

1.10 “Debt Service Cost” means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations, including but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees and other charges, but only to the extent such cost and expenses are not otherwise reflected in the Capital Replacement and Renewal Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost.

1.11 “Design Budget” means the preliminary estimated design and construction cost developed for the Project, which is established after completion of the Preliminary Design Report and before work on the final design.

1.12 “Director” shall have the same meaning as in the Interlocal Agreement. For purposes of this Agreement, Directors shall be Directors and/or alternates appointed by the Project Participants.

1.13 “District” means the Southwest Florida Water Management District.

1.14 “Effective Date” means the date the Agreement takes legal effect as specified in Section 5.

1.15 “Excess Water” means Project Water that remains unallocated after completion of the process set forth in Sections 11.1.2.1 through 11.1.2.4.

1.16 “Fiscal Year” means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Cooperative.

1.17 “Fixed Operation and Maintenance Cost” means all Operation and Maintenance Cost other than Variable Operation and Maintenance Cost.

1.18 “Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood, earth movement, pandemic, or similar catastrophic event; (b) an act of public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Project Permits or essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

1.19 “Interlocal Agreement” means that Interlocal Agreement creating the Cooperative, with an effective date of June 1, 2016, including any amendments and supplements thereto.

1.20 “Meters” mean those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Cooperative, as required by Section 11,

which are used to measure and bill the quantity of Project Water delivered to each Project Participant or the quantity of Water Offsets withdrawn by a Project Participant.

1.21 “MGD” means million gallons a day.

1.22 “Obligation” shall have the same meaning as in the Interlocal Agreement.

1.23 “Operation and Maintenance Cost” means any and all costs incurred by the Project Board in operating, maintaining and administering the Project, related operation, maintenance, management, security and development of the Project; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the Project. The following are not considered Operation and Maintenance Costs: any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water related to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Combined Projects Implementation Agreement, Capital Replacement and Renewal Cost and are not payable from the proceeds of any Obligation; administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees, if applicable; moneys to be deposited to a Rate Stabilization Fund (if one is established); and administrative costs incurred by the Project Board for management of the Project.

1.24 “Parties” mean the City of Auburndale, the City of Eagle Lake, the City of Lakeland, the City of Polk City, and Polk County.

1.25 “Points of Connection” means the physical location where Cooperative owned infrastructure connects to a Project Participant’s owned infrastructure. For the West Polk Lower Floridan Aquifer Project, this will be where the Cooperatives finished water pipeline from the West Polk water treatment plant physically connects to the City of Lakeland’s water system.

1.26 “Project” means the West Polk Lower Floridan Aquifer Project with a Project Yield of approximately 10.00 MGD finished water at the year 2045 buildout.

1.27 “Project Administrator” means the person or persons and/or alternate or alternates designated by the Project Board of the West Polk Wellfield pursuant to Section 7.2 to manage the Project Board’s responsibilities under this Agreement.

1.28 “Project Associate” means a Member of the Cooperative who has elected to become a non-voting Project Associate in order to stay abreast of the status of the Project and enable them to make informed decisions about future participation as a Project Participant. A Project Associate has no financial responsibility or liability for the Project or voting rights but may attend Project Board meetings, participate in Project Board discussions, inform the Project Board about its future plans or needs for Project Water, and make comments and recommendations to the Project Board about the Project’s direction and scope. A Project Associate is not a Party as defined above.

1.29 “Project Board” shall have the same meaning as in the Interlocal Agreement. The Project Board for the West Polk Wellfield Project will consist of Directors and/or alternates appointed by the Project Participants.

1.30 “Project Participants” means those Parties, other than the Project Associates, who have executed this Agreement for the purpose of implementing this Project, which

includes the design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Project Board.

1.31 “Project Permits” means all permits, licenses or other third-party approvals necessary or convenient for the acquisition, construction, management or operation of the Project, including all permits, licenses or other third-party approvals required so that a Project Participant may use Water Offsets.

1.32 “Project Water” means the finished water produced by the Project to help serve the potable water demands of the Project Participants and the Water Offset used by a Project Participant, who pursuant to the Project plan will not physically take finished water produced by the Project.

1.33 “Project Water Estimate” means the document submitted by each Project Participant to the Project Board detailing the quantity of Project Water on an annual average daily flow basis, it requests to receive during the upcoming Fiscal Year, as specified in Section 11.1.1.

1.34 “Project Water Service” means the delivery of Project Water by the Project Board to the Points of Connection for use by the Project Participants.

1.35 “Project Yield” means the total quantity of Project Water that the Project can reasonably be expected to produce for Project Water Service to the Project Participants, which is expressed as an annual average rate or base production rate.

1.36 “Prudent Utility Practices” means any of the practices, methods and acts engaged in, or approved by, a significant portion of the public water supply utility industry in the United States of America during the relevant time period or any of the practices, methods and acts, which in the exercise of reasonable judgement in light of facts known, or that should have been known, at the time the decision was made, could have only been expected to accomplish the desired

results at a reasonable cost consistent with applicable legal, engineering, reliability, safety and time requirements.

1.37 “PSI” means pounds per square inch.

1.38 “True-up” means the process specified in Section 10 of this Agreement.

1.39 “Variable Operation and Maintenance Costs” means all Operation and Maintenance Costs that change in direct proportion to changes in the volume of finished water produced by the Project, including, but not limited to, power, chemical, water purchases and Water Transfer Costs.

1.40 “Water Offset” means a quantity of upper Florida aquifer groundwater withdrawn by a Project Participant that will be offset by another Project Participant relinquishing its right under a SWFWMD permit to withdraw from the upper Florida aquifer as stated in the Project plan.

1.41 “Water Offset Cost” means Project Water used by one or more Project Participants in order to exactly offset the quantity of the Water Offset used by another Project Participant. A Project Participant shall not pay a Water Charge for the use of the Water Offset as it is intended that the Water Charge paid by a Project Participant for the use of the associated Water Offset to cover the cost of producing the Water Offset.

1.42 “Water Allotment” means the quantity of Project Water that each Project Participant is entitled to receive from the Project as set forth in the table below. In the event the Project Yield is different from the totals listed in the Water Allotment Table, the Water Allotment for each of the Project Participants will be determined based on the Water Allotment Percentages set forth in this table.

2045 Water Allotment Table:

| Project Participants | 2024 Water Allotment Annual Average (MGD) | 2024 Water Allotment Percentage (%) |
|-----------------------------|--|--|
| City of Auburndale | 1.75 | 18.88% |
| City of Eagle Lake | 0.20 | 02.16% |
| City of Lakeland | 6.31 | 68.07% |
| City of Polk City | 0.03 | 00.32% |
| Polk County | 0.98 | 10.57% |
| TOTAL | 9.27 | 100.00% |

1.43 “Water Charge” means for any Fiscal Year, the charge established by the Project Board pursuant to Section 12 for providing Project Water Service to the Project Participants. This charge is comprised of the Base Rate Charge and the Water Use Charge.

1.44 “Water Cost Proportionate Share” means for any Fiscal Year, that portion of the Base Rate Charge each Project Participant is obligated to pay. The Water Cost Proportionate Share shall be based on each Project Participant’s projected 2045 water demands, as revised every five (5) years through the True-Up process set forth in Section 10.

1.45 “Water Transfer Cost” means those costs incurred by the City of Lakeland in transmitting Project Water from the West Polk Lower Floridan Aquifer Wellfield to certain Project Participants.

1.46 “Water Use Charge” means for any Fiscal Year that component of the Water Charge computed according to Section 13.

1.47 “Weighted Vote Method” means that each Director is assigned a vote based on its Water Cost Allotment percentage under the Base Rate Cost Allotment Table identified in Section 1.42.

1.48 “West Polk Lower Floridan Aquifer Wellfield” means a new lower Floridan aquifer public water supply wellfield to be located in west Polk County.

2. PURPOSE OF THE AGREEMENT.

2.1 Overall Agreement. This Agreement governs the overall implementation of the Project, which includes design, permitting, construction, operation, maintenance and funding of the Project and receipt of Project Water Service from the Cooperative acting as the Project Board. It is the intent of this Agreement that Project Water be used to help serve the needs of the Project Participants.

2.2 Interlocal Agreement. The Parties have entered into the Interlocal Agreement. In the event of a conflict between the Interlocal Agreement and this Agreement, the Interlocal Agreement shall control.

2.3 West Polk Lower Floridan Aquifer Wellfield Implementation Agreement. The Parties to this Agreement have decided to implement this Project. As such, all further implementation of this Project shall be governed by the terms and conditions of this Agreement rather than the provisions of the Combined Projects Implementation Agreement which is hereby superseded.

2.4 Other Agreements Not Affected by this Agreement. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to change any existing agreement, permit and/or other similar administrative matters between the District and any Party.

2.5 Project Participants and Project Associates. At the first meeting of the Project Board after the Effective Date of this Agreement, each party hereto shall submit to the Project Board its election in writing of status under this Agreement as a Project Participant or a Project Associate. Each party to this Agreement electing Project Associate status may at any time

submit an election in writing to change its status to Project Participant. To receive Project Participant status, the Project Associate shall, prior to the end of the fiscal year, deliver to the Project Board its Project Water Estimate and pay to the Cooperative its proportionate share of the Capital Cost, Capital Renewal and Replacement Cost, Debt Service Cost, and design fees, if applicable, incurred to date by Project Participants, as well as 2.5% of its proportionate share of such costs expended to date.

2.6 Recognition of Initial Water Cost Allotment. At the first meeting of the Project Board after the Effective Date of this Agreement, each Party intending to be a Project Participant shall provide the Project Board in writing with its 2045 water demands. The Project Board shall collect the 2045 water demands prepared by Project Participants and publish those demands in a table reflecting the initial Water Cost Allotment for each Project Participant calculated pursuant to Section 1.42.

3. CONSTRUCTION OF TERMS. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited applicability to the specific provision within such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The headings contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States of America consistently applied throughout the specified period and in the immediately comparable period.

4. REPRESENTATION OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

4.1 Status of the Parties. The Parties are each duly organized, validly existing and in good standing under the laws of the State of Florida and are each duly qualified and authorized to satisfy their responsibilities pursuant to this Agreement.

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon, the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

4.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

4.4 Pending Litigation. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against any Party, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by any Party of their obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

5. CONDITIONS PRECEDENT. The Effective Date of this Agreement shall take effect upon satisfaction of the following conditions precedent:

5.1 Execution of the Agreement. This Agreement shall be duly authorized and executed by the Parties.

5.2 SWFWMD Funding Commitment. The Cooperative and the Southwest Florida Water Management District shall execute a contract in which the District agrees to fund at least fifty (50%) percent of the eligible Capital Cost of the Project.

5.3 Satisfaction of Conditions Precedent. The Project Board acting as the Cooperative shall determine when these conditions precedent have been satisfied and the Effective Date of this Agreement.

6. TERM AND TERMINATION. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties. Termination shall not take place until all Obligations issued by the Cooperative have been repaid, all cooperative funding agreements or grants received by the Cooperative have been completed and any other funding mechanisms used to pay for construction, operation or maintenance of the Project have been successfully concluded.

7. PROJECT ADMINISTRATION.

7.1 Project Administration. The Project Board shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or imposed on the Cooperative with regard to implementation of the Project shall be exercised through the Project Board; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding the Project may be delegated by the Project Board.

All decisions of the Project Board shall be by the Weighted Vote Method as specified in this Agreement.

7.2 Project Administrator. No later than thirty (30) days from the Effective Date, the Project Board shall designate the name, address, phone number, fax number and email address of its Project Administrator. The Projects Administrator may be changed at any time by the Project Board. The Project Administrator shall act as the Project Board's representative with regard to implementation and management of the Project.

7.3 Performance Standards. The following performance standards shall apply to the Project Board acting as the Cooperative when implementing this Project:

7.3.1 Defend any challenge or protest filed with regard to procurement decisions made pursuant to this Agreement, including the retention of outside legal counsel to defend the action.

7.3.2 Manage the construction, operation and maintenance of the Project in accordance with the requirements of this Agreement.

7.3.3 Procure, prepare and execute contract(s) with technical consultant(s) selected pursuant to this Agreement.

7.3.4 Manage the activities of the technical consultant(s) or other professional(s) to assure that the requirements of this Agreement are met.

7.3.5 Manage the review of interim and final deliverables.

7.3.6 Prepare bids, select bidders and enter into construction contracts as required pursuant to this Agreement.

7.3.7 Approve the use of Alternative Procurement Methods, as specified in Section 8.2.5, for design and construction of the Project.

7.3.8 Manage the activities of the contractor(s) to assure that requirement of this Agreement are met.

7.3.9 Process and pay invoices from consultants, other professionals and contractors.

7.3.10 Initiate and process funding requests to the Project Participants for implementation of the Project.

7.3.11 Issue Obligations, if required to fund the construction of the Project.

7.3.12 Implement any alternative financing mechanisms.

7.3.13 Conduct the True-Up process specified in Section 10.

7.3.14 Prepare and distribute the Water Charge each Fiscal Year to the Parties.

7.3.15 Receive and account for funds received from the Parties in connection with this Project.

7.3.16 Take legal action, if necessary, in the name of the Cooperative, to require payment of the Water Charge by each Party.

7.3.17 Apply for, receive and account for grant funds received from federal, state, regional or local sources in connection with the Project.

7.3.18 Submit or modify applications for Project Permits. Respond to requests for additional information or clarification from regulatory agencies and provide information as needed to finalize Project Permit applications. Obtain all the Project Permits.

7.3.19 Submit applications to modify or renew Project Permits issued in connection with the Project. Respond to requests for additional information or clarification from

regulatory agencies and provide information as needed to finalize applications to modify or renew Project Permits. Obtain all modifications or renewals of Project Permits.

7.3.20 Communicate with regulatory agencies and other interested persons and attend meetings as needed to obtain all the Project Permits, including any modification or renewal.

7.3.21 Negotiate the terms of any Project Permit, including any modification or renewal or permit conditions with the regulatory agencies.

7.3.22 Maintain any Project Permit issued in connection with the Project, including, but not limited to, complying with all permit conditions.

7.3.23 Defend any challenge or protest filed with regard to any Project Permit, including the retention of outside legal counsel to defend the action.

7.3.24 Undertake legal actions as necessary to further the work authorized under this Agreement, including the retention of outside legal counsel to defend the action.

8. PROJECT IMPLEMENTATION. The following stages shall be followed to implement the Project. The Project Board shall procure a consultant or consultants to perform all or a portion of the professional services needed for each stage described below.

8.1 Final Design and Bidding Stage.

8.1.1 Upon selection of the consultant(s), the Project Board, through its Project Administrator shall obtain a scope and fee from the consultant for the final design and Bidding Budget and shall present it to the Project Board for approval.

8.1.2 The Project Board shall require the consultant to prepare (1) a final design in relative conformance with the Project Preliminary Design Report, and (2) a Bidding Budget based on the final design. The final design shall, at a minimum, include a 60% final design

and 100% final design, and shall present the 60% design as a single line item. The 60% final design shall include design specifications, design drawings, an estimated Bidding Budget, and an estimate of real estate acquisition costs. The 100% final design shall include design specifications, design drawings, the final Bidding Budget, and an estimate of real estate acquisition costs.

8.1.3 Once the consultant has completed the 60% final design, the Project Administrator will present it to the Project Board. Any member of the Project Board may withdraw from the Project as provided in Section 19 following completion of 60% final design. The consultant shall not commence the 100% final design until after the Project Board has approved the 60% final design.

8.1.4 The engineering consultant will apply for and obtain any Project Permits not obtained before the Effective Date, with the exception of those that are to be obtained by the construction contractor.

8.1.5 Project Participants will develop funding mechanisms as required for their individual sufficient fiscal obligations to their chosen project.

8.1.6 The Cooperative will execute funding agreement(s) with the District to provide up to fifty (50) percent cooperative funding of the eligible Capital Costs of the Project.

8.1.7 Upon approval of the final design and Bidding Budget by the Project Board, the Project Board will procure bids from contractors to construct the Project and the Project Administrator will obtain a scope and fee from the consultant for its services for the Construction stage for construction observation and administration services for approval by the Project Board.

8.1.8 The Project Administrator shall present both the selected contractor and Construction Budget, and the engineering consultant's fee for construction administration to the Project Board for approval.

8.1.9 The Project Board may approve the use of Alternative Procurement Methods as allowed by Florida Statutes including Chapters 255 and 287, in place of the separate design and construction mechanisms described Sections 1.2 and 8.3, including the procurement of a construction manager at risk.

8.2 Real Estate Acquisition Stage. After Project Board approval of the 60% final design the Cooperative shall acquire any real property interests necessary to implement the Project, subject to the limitations of the Interlocal Agreement.

8.3 Project Construction Stage. The Project Construction Phase begins upon completion of the Final Design and Bidding Stage. The Project Board shall make all decisions regarding the procurement of a contractor or construction manager at risk to construct the Project. The Project Administrator shall submit all change orders to the Project Board for approval unless otherwise designated by the Project Board.

8.4 Project Operation and Maintenance Stage. The Project Board acting as the Cooperative, upon completion of project construction, shall at all times operate and maintain the Project facilities in its ownership in accordance with Prudent Utility Practices.

9. OWNERSHIP. The Cooperative shall own the Project facilities, including the water treatment plant and transmission lines up to and including the Points of Connection. Ownership does not include any infrastructure or facilities owned by Project Participants as of the time of the execution of this Agreement.

10. TRUE-UP. Before the beginning of each fiscal year, the Project Board will consider for approval any proposed additions, assignments and substitutions proposed under the process set forth in Section 20. At least every 5 years after the Effective Date of this Agreement and every 5 years thereafter, the Project Board will determine the size and timing of the next phase

of construction. Any additions, substitutions, assignments or revisions to the size and timing of construction phases must be approved by the Project Board and reflected in an Amendment to this Agreement.

11. PROJECT WATER SERVICE.

11.1 Delivery of Project Water Service. During each Fiscal Year, starting with Fiscal Year in which the Project Water Service is scheduled to commence, the Project Board shall provide Project Water Service to the Project Participants, as follows:

11.1.1 Delivery of Project Water Estimates. Each Project Participant desiring to take Project Water shall deliver to the Project Board its Project Water Estimate for the upcoming Fiscal Year on or before May 1. The Project Water Estimate shall identify the quantity of Project Water, at an annual average daily rate, the Project Participant requests the Project Board to deliver to its Point of Connection during the upcoming Fiscal Year or the quantity of Water Offset, at an annual average daily rate that the Project Participant requests to use during the upcoming Fiscal Year. A Project Water Estimate must include all the water a Project Participant will need. The Project Administrator shall send a written reminder to the Project Participants on or before April 1, if a Project Water Estimate has not been received from that Project Participant. If a Project Participant fails to deliver a Project Water Estimate to the Project Administrator by May 1, then the Project Participant shall be deemed to have requested its full Water Allotment for the upcoming Fiscal Year.

11.1.2 Prioritization of Project Water. In the event the total quantity of Project Water requested in the Project Water Estimates exceeds the Project Yield, the available Project Water will be allotted by the Project Board according to the following priority schedule:

11.1.2.1 Every Project Participant with a Water Allotment shall be allowed to take up to its full Water Allotment from the Project.

11.1.2.2 Every Project Participant with a Water Allotment shall be allowed to take water in excess of its Water Allotment as long as the Project Participant has received all or a part of another Project Participant's Water Allotment for the upcoming Fiscal Year. Any transfer of Water Allotments shall be in writing and executed by both Project Participants and shall be included with the Project Estimates submitted by both Project Participants. Any transfer of Water Allotments between Project Participants must be reviewed and approved by the Project Board as to technical feasibility.

11.1.2.3 In the event a Project Participant with a Water Allotment delivers a Project Water Estimate to the Project Board indicating its intent to take a Water Offset during the upcoming Fiscal Year in an amount not exceeding its Water Allotment, a Project Participant may voluntarily request a Water Offset in its Project Water Estimate in order to offset the quantity of Water Offset used by another Project Participant. The request by a Project Participant in its Project Water Estimate to take a Water Offset must be reviewed and approved by the Project Board as to technical feasibility.

11.1.2.4 In the event a Project Participant with a Water Allotment delivers a Project Water Estimate to the Project Board indicating its intent to take a Water Offset during the upcoming Fiscal Year in an amount not exceeding its Water Allotment and no Project Participant voluntarily requests a Water Offset or if the Project Board determines that a Project Participant's voluntary request of a Water Offset is technically infeasible, then the Project Board will determine which other Project Participant(s) must take a Water Offset during the upcoming Fiscal Year.

11.1.2.5 If there is Excess Water available for use by Project Participants after the available Project Water has been allocated pursuant to Sections 11.1.2.1 through 11.1.2.4, then the Excess Water will be allocated among the Project Participants requesting Project Water on a pro rata basis.

11.2 System Operation. The Project Board shall at all times maintain the Project in accordance with Prudent Utility Practices. The Project Board shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Project Board shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regard to the Project, while providing for reliable operations and maintenance. If new regulatory requirements necessitate capital improvements, the Project Board shall take all necessary actions to accomplish the same. The Project Board shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Project Board to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Project Board shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Project Board.

11.3 Water Quality. The Project Board shall deliver Project Water to each Project Participant's Point of Connection: (1) that is stabilized and of good and uniform quality; (2) meets all applicable federal and state drinking water standards and regulations, including, but not limited to the standards set forth in Chapter 62-550, Florida Administrative Code, as may be amended or superseded from time to time; and, (3) meets whatever disinfection and treatment

techniques under this Agreement, as well as those developed during Phase 1 of the Combined Projects Implementation Agreement. This Section 11.3 shall not apply to Water Offsets used by a Project Participant.

11.4 Water Pressure. The Project Board shall deliver Project Water to each Project Participant's Point of Connection at a minimum pressure of 30 PSI. This Section 11.4 shall not apply to Water Offsets used by a Project Participant.

11.5 Project Permits. The Project Board, acting as the Cooperative, shall obtain, renew, maintain and modify, if necessary, all Project Permits required for the operation and maintenance of the Project and to ensure that Project Water Service will be provided to the Project Participants under the terms of this Agreement.

11.6 Acquisition of Real Property. The Cooperative shall use its best efforts to acquire all interest in real and personal property (if any) necessary for expansion, construction, management and operation of the Project, in a manner consistent with the Interlocal Agreement.

11.7 Compliance with the Law. The Cooperative, the Project Board, the Parties, and Project Associates shall comply with all laws, rules and regulations applicable to this Agreement and its obligations thereunder.

12. POINTS OF CONNECTIONS AND METERING FACILITIES.

12.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified by the Project Board no later than [REDACTED] for those Project Participants with a Water Allotment under the Water Allotment Table set forth above. This requirement applies equally to those Project Participants that will physically take Project Water and those Project Participants that will take Water Offsets. The Project Board and a Project Participant may, by mutual written agreement,

more specifically identify or modify the Point of Connection or the location of the corresponding Meter. Any change in the Points of Connection or the location of the Meters shall be reflected in a map prepared by the Project Board.

12.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Project Board to each Point of Connection or the quantity of Water Offsets taken by a Project Participant shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall be selected at the discretion of the Project Board, subject to compliance with industry standards for similar Meters.

12.3 Inspection of Meters. Each Meter shall be inspected annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Project Board and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants. Upon request of a Project Participant, the Project Board shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Project Board shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the Project Board and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

12.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the Project Board shall repair or replace the malfunctioning Meter at its earliest convenience, recognizing that time is of the essence.

Additionally, the Meter shall be assumed to have been inaccurate since the last inspection or test and the following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Project Participant for the metered flow for the time interval between the date of the last Meter accuracy inspection or test and the date the Meter was corrected.

13. WATER CHARGE. For each Fiscal Year, the Project Participants shall pay, to the order of the Cooperative the applicable Water Charge as follows:

13.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred by the Project Board in order to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charge shall consist of a Base Rate Charge and a Water Use Charge, including any Operation and Maintenance Costs. The Water Charge shall be uniform for all Project Participants. The Water Charge shall be computed in the manner specified in Section 13.4, prior to the upcoming Fiscal Year and the Project Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 13.3. The Water Charge shall be uniform to all Project Participants and the Project Board may not discriminate against any Project Participant, when establishing the Water Charge. Establishment of the Water Charge shall be made by the Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida.

13.2 Notification of Water Charge. On or before May 31 prior to the Fiscal Year in which the Project Water Service is scheduled to commence and on or before every May

31st thereafter, the Project Board shall provide the Project Participants the Water Charge for the upcoming Fiscal Year. The Water Charge shall be accompanied by a report detailing the manner in which the Water Charge was computed for the upcoming Fiscal Year. In lieu of a report, the basis for the Water Charge may be detailed in the annual budget adopted by the Project Board for this Project for the upcoming Fiscal Year.

13.3 Establishment of Water Charge. The Water Charge shall be established as follows:

13.3.1 Base Rate Charge. The Base Rate Charge shall be computed as follows:

13.3.1.1 The Project Board shall estimate the Debt Service Cost, the Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost required to meet the cash needs of the Project for the upcoming Fiscal Year.

13.3.1.2 The Base Rate Charge shall consist of the total of the Debt Service Cost, Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost determined pursuant to Section 13.4.1.1. The Base Rate Charge shall be allocated among each Project Participant based upon each Project Participant's Water Cost Allotment Percentage identified in the then effective Base Rate Cost Allotment Table in Section 1.42, as it may be modified pursuant to Section 10, for the upcoming Fiscal Year.

13.3.1.3 The Base Rate Charge allotment computed for each Project Participant pursuant to Section 13.4.1.2 shall be increased by any underpayment or decreased by any overpayment determined pursuant to Sections 13.6 and/or 10 of this Agreement.

13.3.2 Water Use Charge. The Water Use Charge shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 13.4.1.1 divided by the total of all the Project Water Estimates submitted by the Project Participants for the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of water.

13.4 Payment of the Water Charge. For each Fiscal Year, the Project Participants shall pay the Water Charge as follows:

13.4.1 The Project Participants shall pay their individual Base Rate Charge allotment as specified in Section 13.4.1 in twelve (12) equal monthly payments during each calendar month starting in October and ending on the following September.

13.4.2 The Project Participants shall pay their Water Use Charge on a monthly basis. Each Project Participant's monthly payment shall be determined by multiplying the actual amount of Project Water delivered by the Project Board to the Project Participant's Point of Connection during the prior calendar month by the Water Use Charge identified in Section 13.4.2.

13.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Project Board shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred with respect to the Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Project Water Service commenced, the Project Board shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual costs during the preceding Fiscal Year. For purposes of this audit, 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. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 13.5.1. If the audit determines that an overpayment was made to a Project Participant, then said overpayment shall be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 13.5.1.

13.6 Prohibition Against Surcharges, Transfers to General Fund and Certain Payments. The Water Charge shall not include any surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, transfers to the Project Board's or the Cooperative's general administrative expenses or any charge or payment not directly related to the cost of providing Project Water Service.

13.7 Grants and Other Sources of Funding. The Project Board or its duly authorized designee may, in the name of the Cooperative, seek grants and utilize other funding sources to cover any costs that would otherwise have to be paid through the Water Charge. Any funds obtained by Cooperative from these other sources must be used to pay Project costs that would otherwise need to be paid by the Project Participants through the Water Charge.

14. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

14.1 Billing and Payment. The Project Board shall invoice each Project Participant for their Water Use Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which the Project Water Service was provided. Billing to each Project Participant shall be made on the 10th day of the following calendar month. Payment of the Water Charge shall be made to the order of the

Cooperative and tendered to the Project Board no later than thirty (30) days after which the statement was received. If the Water Charge or any portion thereof remains unpaid following their due date, the Project Participants shall be charged with and pay to the order of the Cooperative interest on the amount unpaid from its due date until paid at the rate of percent (_ %) per annum.

14.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 14.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Project Board acting as the Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner.

14.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its utility enterprise fund throughout the term of this Agreement. At all times during the terms of this Agreement, a Project Participant shall pay the Water Charge from its utility system operation and maintenance account.

14.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge.

14.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not

constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative, Project Board, or the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 14.3.

15. PLEDGE OF CONTRACT REVENUES. The Cooperative and/or the Project Board are authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative and/or the Project Board to construct or expand the Projects.

16. FORCE MAJEURE.

16.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event.

16.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this Section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force

Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the projected length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

16.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

17. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 18, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 18 until (a) the mediator has declared the Mediating Parties are at an impasse, or (ii) one or all Mediating Parties have terminated the mediation. 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, Chapter 164, Florida Statutes.

18. DEFAULT AND REMEDY.

18.1 Default. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein, if that default is not timely cured within thirty (30) days, unless such default is capable of being cured within thirty (30) day, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants' paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

18.2 Project Participant Payment Dispute. A Project Participant that disputes a payment of the Water Charge under Section 13 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Project Board shall elect to either pay the disputed charge as a credit against the Water Charge for the next Fiscal Year or through a direct one-time payment to the Project Participant.

18.3 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon thirty (30) days written notice, the Project Board may suspend Project Water Service to the Project Participant and prohibit a Project Participant from using Water Offsets unless there is in mediation

a good faith dispute or suspension of service compromises the health, safety, and welfare of the end water users. Suspension of Project Water Service to a Project Participant or prohibition of the use of Water Offsets by a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Base Rate Charge, when it becomes due nor prohibit the Project Board from continuing to charge interest on the unpaid amount. Upon payment of all outstanding Water Charges, including any interest, the Project Board shall immediately resume Project Water Service to the Project Participant or immediately allow a Project Participant to use a Water Offset. The Project Board's decision to suspend Project Water Service to a Project Participant or to prohibit Water Offsets use by a Project Participant under this Section shall not be subject to the dispute resolution process in Section 17 and shall not be considered a default under Section 18. However, the Project Board's failure to resume Project Water Service or to allow a Project Participant to use Water Offsets upon payment of all outstanding Water Charges, including any interest, may constitute a default under Section 18 and shall be subject to the dispute resolution process specified in Section 17.

19. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

19.1 Withdrawal Before the Decision to Commence 100% Final Design.

Once the 60% design is complete, the Project Administrator will present it to the Project Board. Within 45 days after the 60% design presentation to the Project Board, any Project Participant may withdraw from the Project. Any withdrawal must be in writing and provided as set forth in Section 25 of this Agreement. Within 45 days after the time set for any Member to withdraw, the Project Board shall convene and the remaining members of the Project Board shall consider approval of the 60% design and authorization to proceed with 100% final design. A Project Participant who

withdraws from this Agreement before the decision to commence with 100% final design shall remain liable for payment of its share of the cost for the 60% final design, but shall not be liable for any future costs of the Cooperative or the Project Board.

19.2 Withdrawal After the Decision to Commence 100% Final Design. A Project Participant who withdraws from this Agreement after the decision to commence 100% final design shall remain liable for payment of its share of the cost for the Final Design and Bidding Stage, and shall remain liable for payment of its share of the Water Use Charge. If the withdrawing Project Participant has submitted a Project Water Estimate to the Project Board for the current Fiscal Year, then it shall remain liable to pay the Water Use Charge for that Fiscal Year, as if it had taken the entire quantity of Project Water specified in its Project Estimate. Additionally, unless the remaining Project Participants take all or a portion of the withdrawing Project Participant's Water Cost Allotment, the withdrawing Project Participant shall continue to remain liable for payment of its share of the Base Rate Charge. This liability shall continue for the term of the Agreement, until such time as the withdrawing Project Participant's Water Cost Allotment is completely redistributed among the remaining Project Participants.

19.3 Duties of and effect on Withdrawing Project Participant. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regard to that specific Project. Upon notice by the Project Board, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Project Participant shall surrender its Water Allotment, if any, and immediately forfeit its right to receive Project Water Service from the Project Board, including the use of Water Offsets.

19.4 Redistribution of Water. All of a withdrawing Project Participant's Water Allotment, if any, shall be subject to redistribution among the remaining Project Participants. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allotment, if any, based upon the then applicable Water Allotment Table. Redistribution of the withdrawing Project Participant's Water Allotment to the remaining Project Participants shall take place within sixty (60) days of the Parties receiving written notice of the withdrawing Project Participant's intent to withdraw from this Agreement. During this sixty (60) day period a Project Participant will notify the Project Board in writing of its intent to take some or all of the withdrawing Project Participant's Water Allotment. Any redistribution of the withdrawing Project Participant's Water Allotment to another Project Participant must be reviewed and approved by the Cooperative Project Board as to technical feasibility. If two or more existing Project Participants exercise their right to take all of the withdrawing Project Participant's Water Allotment, then the withdrawing Project Participant's Water Allotment shall be redistributed in equal portions to the Project Participants, which requested redistribution. Any of the withdrawing Party's Water Allotment that is not redistributed, shall become Excess Water.

19.5 Survival. The provisions of this Section 19 shall survive the termination of this Agreement.

20. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

20.1 Substitution. As a matter of right, a new Project Participant or an existing Project Participant may be substituted for an existing Project Participant, if the new Project Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Substitution shall mean the new or existing Project Participant shall at a

minimum succeed to the old Project Participant's entire Water Allotment, if any, and Water Cost Allotment. Prior to substitution taking effect, the existing Project Participant must notify the other existing Project Participants in writing of the substitution and offer the substitution on the same terms and conditions to the other existing Project Participants, who shall be allowed at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when a new Project Participant is substituted for an existing Project Participant. If one of the existing Project Participants exercises its right of first refusal during this time period, then all of the substituted Party's Water Allotment, if any, and Water Cost Allotment shall be assigned to the existing Project Participant. If two or more existing Project Participants exercise their right of first refusal during this time period, then all of the substituted Project Participant's Water Allotment, if any, and Water Cost Allotment shall be reassigned in equal portions to the existing Project Participants. If none of the existing Project Participants commit to acquire the substituted Project Participant's entire Water Allotment, if any, and Water Cost Allotment during this sixty (60) day period, then the other existing Project Participants shall be considered to have waived their right of first refusal. Any substitution under this Section 20.1 must be reviewed and approved by the Project Board as to technical feasibility. Once the substitution takes place, the substituted Project Participant shall withdraw from the Agreement and shall no longer be considered a voting member of the Project Board. Additionally, the substituted Project Participant shall cooperate with the Project Board in any modifications to the Project Permits necessary to effectuate this substitution.

20.2 Addition. A new Project Participant may be added by the unanimous decision of all the current Project Participants so long as the new Project Participant is a public agency.

20.2.1 Cost to become a new Project Participant. The provisions of this section 20.2 are established to provide equity among all Project Participants and to provide an incentive for local governments to subscribe early. Any new Project Participant that joins this Agreement after it is first executed under the process described in this Section 20 of this Agreement shall pay its proportionate share of the costs incurred by the Project Participants before the new Project Participant joins the Agreement, design fees if applicable, and ____ % of its proportionate share of the Project Costs expended to date. This amount is in addition to the Water Charge for each upcoming fiscal year as described in section 13. When this occurs, the percentage collected shall be refunded proportionately to the initial Project Participants who joined this Agreement when it was first executed.

20.2.2 Amendment of Water Charge. When a new Project Participant is added pursuant to this Section 20.2, the existing Project Participants must amend the Agreement to reflect the reassignment of Water Allotments and Water Cost Allotments among the existing Project Participants and the new Project Participant. The Project Board will also determine how the new Base Water Charge is allocated among the new group of Project Participants taking into consideration the short and long-term costs and benefits of the new infrastructure to the new and existing Project Participants including any savings realized due to economies of scale.

20.3 Assignment. As a matter of right, an existing Project Participant may assign a portion of its Water Allotment, if any, and its Water Cost Allotment to a new Project Participant or an existing Project Participant, if the new Project Participant or existing Project Participant agrees to fully perform all the obligations of the existing Project Participant. Any new assignee Project Participant must be a public agency. The complete assignment of an existing Project Participant's Water Allotment, if any, and Water Cost Allotment to a new Project

Participant or an existing Project Participant shall be treated as a substitution under Section 20.1. Prior to the assignment taking effect, the existing Project Participant must notify the other existing Participants in writing of the assignment and offer the assignment on the same terms and conditions to the other existing Project Participants, who shall be provided at least sixty (60) days to exercise the right of first refusal. This right of first refusal shall only apply when the assignee is a new Project Participant. If one of the existing Project Participants exercises its right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, and Water Cost Allotment up for assignment shall be transferred to the existing Project Participant. If two or more existing Project Participants exercise their right of first refusal during this time period, then the portion of the assigning Project Participant's Water Allotment, if any, and Water Cost Allotment up for assignment shall be transferred in equal portions to the existing Project Participants. If none of the existing Project Participants commit to acquire the assigning Project Participant's Water Allotment, if any, and Water Cost Allotment up for assignment, then the other existing Project Participants shall be considered to have waived their right of first refusal. The right of first refusal shall not apply when an existing Party is the assignee. Any assignment under this Section 20.3 must be reviewed and approved by the Project Board as to technical feasibility. Once the assignment takes place, the assigning Project Participant shall still be a Party to the Agreement, but it shall forfeit or surrender the assigned portion of its Water Allotment and Water Cost Allotment to the assignee Project Participant. Once assignment takes place, the assigning Project Participant shall cooperate with the Project Board in any modification to the Project Permits necessary to effectuate this assignment.

21. PERMITS.

21.1 Neither the Cooperative, the Project Board, or any Member of the Cooperative shall interfere with the existing consumptive use permits or existing water, wastewater, or reclaimed water facilities of a Member Government, except as may otherwise be consented to in writing by the Member Government.

21.2 The Parties shall cooperate with each other and no Project Participant shall interfere with the Project Board's ability to obtain, maintain and comply with any Project Permits.

21.3 No Project Participant shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Project Board in support of any application for a Project Permit. In the event that an application for a Project Permit will interfere with the existing consumptive use permits or existing water, wastewater or reclaimed water facilities of that Project Participant the provisions of Section 21.1 shall apply .

21.4 No Project Participant shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to any Project Permit sought by the Project Board, unless the proposed Project Permit directly threatens an existing legal right of a Project Participant to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

21.5 A Member Government of the Cooperative that is not a Party to this Agreement is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

22. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Project Participants will at a minimum do the following:

22.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, provided the acquisition is not inconsistent with the Interlocal Agreement.

22.2 Construction, Management and Operation of the Project. The Project Participants shall cooperate and not interfere with the Project Board's ability to construct, manage and operate the Project.

22.3 Obligations. The Project Participants shall cooperate with the Cooperative and/or Project Board should the Cooperative and/or the Project Board decide in accordance with the Agreement to issue Obligations to fund any Capital Costs incurred by the Cooperative and/or the Project Board with regard to the Project. In said event, the Project Participants shall comply with the reasonable request of the Cooperative and/or the Project Board and will, upon such request, do as follows: (1) make available general material and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that any general material and financial information is accurate, does not contain any untrue statements of material fact and does not omit to state a material fact necessary to make the statements contained in the general material and financial information, in light of the circumstances under which they were made not misleading; (4) provide reasonable certifications to be used in a transcript of closing documents; (6) provide and pay for reasonable requested opinions of counsel as to the binding effect of this Agreement, the validity of actions taken as a result of the Agreement, title to real

property, as applicable, and pending litigation which could materially affect the Party's performance under the Agreement; and, (7) provide guarantee agreements, if required in order to obtain the Obligation. In addition, each Project Participant agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

22.4 Grants and Other Sources of Funding. The Project Participants shall cooperate with the Cooperative and/or the Project Board in seeking alternative sources of funding for the Project, including, but not limited to, grants.

23. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, neither the Combined Project Participants nor the Project Participants are jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative and the Project Board agrees to indemnify and hold the Combined Project Participants and Project Participants harmless from any injury that the Cooperative the Project Board or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's or the Project Board's obligations under this Agreement.

24. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

25. NOTICES.

25.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties and/or Project Associates at their respective addresses shown below or such other addresses as a Party and/or Project Associate may designate by prior notice given in accordance with this provision to the other Parties and/or Project Associates:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
863-534-6444

25.2 All notices shall also be sent to the Project Board, with a separate copy to the Project Administrator.

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

26. TIME EXTENSIONS. The Project Board may extend or change any of the deadlines specified in this Agreement.

27. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended

or shall be construed to confer upon or give any person or entity, other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

28. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

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

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

31. ATTORNEY'S FEES AND COSTS.

31.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the Project Board in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

31.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Project Board in any litigation

concerning the Project, excluding litigation described in Section 31.1 of this Agreement, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Project Board in any litigation concerning the Project, excluding litigation described in Section 31.1, shall be deemed a credit to be considered in computation of the Water Charge.

32. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

33. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

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

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

36. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

37. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this

Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

38. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

39. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement either directly or indirectly nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

[Signatures begin on the following pages]

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

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fredrick J. Murphy, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
Cory Coler, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

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

CITY COMMISSION OF THE
CITY OF LAKE LAND, FLORIDA

By: _____
William "Bill" Mutz, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

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

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

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

ATTEST:

POLK COUNTY, a political subdivision of
The State of Florida

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

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

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

Example Southeast Wellfield Water Allocation Table

| Utility | Water Delivered in 2045 (MGD) | Percent of Total 2045 Allocation |
|---|--|---|
| Bartow | 0.72 | 5.8% |
| Eagle Lake | 0.86 | 6.9% |
| Mulberry | 0.29 | 2.3% |
| Davenport | 1.06 | 8.6% |
| Lake Hamilton | 0.5 | 4.0% |
| Dundee | 0.47 | 3.8% |
| Lake Alfred | 0.43 | 3.5% |
| Haines City | 2.42 | 19.5% |
| Winter Haven | 1.52 | 12.3% |
| Lake Wales | 0.73 | 5.9% |
| Polk County (CR, SW, NE, SE, ERUSAs) | 3.38 | 27.3% |
| Total | 12.38 | 100.0% |

Example West Polk Wellfield Agreement Allocation Table

| Utility | Water Delivered in 2045 (MGD | Percent of Total 2045 Allocation |
|-------------------------|---------------------------------|-------------------------------------|
| Auburndale | 1.75 | 19.3% |
| Lakeland | 6.31 | 69.7% |
| Polk City | 0.01 | 0.1% |
| Polk County - NWRUSA | 0.98 | 10.8% |
| Total | 9.05 | 100.0% |



March 17, 2021

Mr. Tom Ernharth, City Manager
City of Eagle Lake
75 North 7th Street
Eagle Lake, FL 33839

RE: ELAKX19001 – CFWI AND PRWC IMPACTS ON EAGLE LAKE

Dear Tom,

Per your request we are providing you with this report to summarize the potential impacts of the CFWI/FDEP rule change impacts on the City of Eagle Lake. To better understand these impacts, it is important to review the history of the City's Water Use Permits and to re-evaluate the City's potable water demand projections considering that the proposed FEDP rule would further lower the City's Upper Floridan Aquifer WUP quantities and require a much larger investment in the alternative source water proposed to be provided by the PRWC.

WUP History

Eagle Lake has had a SWFWMD Water Use Permit (WUP) for potable water withdrawals from the Upper Floridan Aquifer since the initiation of this process by SWFWMD. In 2007, the City's water use permit was renewed for six years with a permitted average day withdrawal of 786,800 gpd and a max month withdrawal of 1,014,800 gpd. These quantities were based on a maximum adjusted gross per capita consumption of 150 gpcd. In 2008, Eagle Lake acquired the Green Acres water system from the County and combined the permits with a WUP modification request. This revised permit increased the permitted average day withdrawal to 946,800 gpd and the max month withdrawal to 1,218,000 gpd. These quantities were also based on a maximum adjusted gross per capita consumption of 150 gpcd. When the City's WUP was renewed in 2013, the permitted average day withdrawal was reduced to 662,200 gpd and the max month withdrawal was reduced to 847,600 gpd. These quantities were based on an adjusted gross per capita consumption of 111 gpcd for a 2034 projected population of 5965.

The 2007 and 2008 WUP's were based, in part, on a significant amount of development that was proposed for the City at that time. When the modified 2007 WUP expired in 2013, SWFWMD refused to accept that this development might still occur and prepared their own population projections which were applied on top of the existing water demands at that time.

Under the proposed FDEP rule, it is our understanding that the City's Upper Floridan Aquifer withdrawals will be further reduced to 490,000 gpd (a 26% reduction from the current allocation and about half of the City's allotment under the 2008 WUP).

Current Development Pressure

Eagle Lake has seen a significant renewed interest in residential development over the past several years. Much of this development pressure began prior to 2007 but died off due to the economic recession between 2008 and 2017. Recent census data shows that Eagle Lake's population is growing about 6.5% per year and

the City's total population has increased 46.9% since 2010. Current census data also indicates that the City's population per residential household has increased from 2.88 to 3.3 since 2010.

Attached as Exhibit A is a table showing the current status of all Eagle Lake residential development activity since 2005 by stage of development approval and a copy of the City's latest Future Land Use Plan marked up to show this proposed development activity. It should be noted that most of the pre 2007 development activity has either been constructed or is in the process of getting final construction permitting. Table 1 below summarizes this development activity. The current number of units under the "Project Developed and Building Out" category reflects just those lots that remain vacant as of 2020. The total demand shown in Table 1 is based on the 111 gpcd rate approved as a part of the most recent WUP approval by SWFWMD.

Table 1 – Development Activity Since 2005 by Current Status

| Project Status | Current No. Units | Est Population | Total Demand (gpd) |
|--|------------------------------|-----------------------|-------------------------------|
| Project Developed and Building Out | 155 | 446 | 49,550 |
| Fully Permitted for Construction | 551 | 1,545 | 171,525 |
| Construction Plans Approved | 456 | 1,313 | 145,744 |
| Annexed and Completed Land Use Approvals | 873 | 2,514 | 281,108 |
| Other Development Activity | 425 | 1,224 | 135,864 |
| Totals | 2,460 | 7,042 | 783,791 |

Some of this proposed development may be delayed if the economy once again enters a recessionary period. However, the City's current WUP expires in 2034 and we can expect that much of this anticipated development will occur over the next 13 years.

Historic Potable Water Usage

Estimating future potable water demands should begin with an evaluation of the most current water usage. Table 2 below shows the City's potable water usage since 2010 when the most recent WUP was approved.

Table 2 – Historic Potable Water Usage

| Year | Water Usage (gpd) | GPCD | Residential Units | Population | Pop/Residence |
|-------------|------------------------------|-------------|------------------------------|-------------------|----------------------|
| 2010 | 364,688 | 108 | 1,191 | 3,381 | 2.84 |
| 2011 | 366,645 | 114 | 1,179 | 3,227 | 2.74 |
| 2012 | 367,395 | 104 | 1,213 | 3,520 | 2.90 |
| 2013 | 363,570 | 105 | 1,211 | 3,467 | 2.86 |
| 2014 | 338,344 | 97 | 1,211 | 3,487 | 2.88 |
| 2015 | 315,580 | 90 | 1,207 | 3,496 | 2.90 |
| 2016 | 341,705 | 96 | 1,239 | 3,577 | 2.89 |
| 2017 | 415,850 | 114 | 1,272 | 3,663 | 2.88 |
| 2018 | 321,773 | 84 | 1,332 | 3,837 | 2.88 |
| 2019 | 331,142 | 81 | 1,425 | 4,106 | 2.88 |
| 2020 | 388,324 | 92 | 1,469 | 4,231 | 2.88 |

The water usage shown is total withdrawals less documented water losses. The number of residential units is tracked by the City, but the population is calculated by SWFWMD based on a formula that includes estimates of seasonal households and tourist population. Our cursory review of the SWFWMD spreadsheet leads us to suspect that it underestimates the City's actual year-round population.

Our biggest issue with the SWFWMD data is that it appears to have significantly underestimated the City's population growth over the past decade. Current census data indicates that Eagle Lake's population is growing at a rate of about 6.5% per year with a total population growth since 2010 of about 46.9%. The SWFWMD population estimates in Table 2 reflect a total population growth since 2010 of only 25.1%. The current census data also shows the City's population per residence to be 3.3 versus the 2.88 calculated using SWFWMD's estimates. Using the most recent census data, the population of the City's utility service area should be closer to 4,965 persons versus the 4,231 SWFWMD estimate.

Per Capita Consumption

The City's SWFWMD approved WUP provides a maximum annual average day allocation of 662,200 gpd. This figure represents SWFWMD's estimate of the City's average water use in 2034 when the permit expires and was based on an estimated 2034 utility service area population of 5,965 persons at 111 gpcd. According to the figures in Table 2 above, Eagle Lake has done a very good job conserving water and except for a few outlying years, has had a per capita water consumption rate well below the 111 gpcd that the permit was based on. When we consider that SWFWMD has systematically underestimated the City's population over the past decade, Eagle Lake's per capita consumption figures are likely well below those shown in Table 2. Table 3 summarizes the latest reported (to SWFWMD) per capita consumption rates for municipal utilities in Polk County.

Table 3 – Polk Utility Per Capita Consumption

| Utility | Reported Per Capita | |
|-----------------------|---------------------|------|
| | Usage | Year |
| Auburndale | 144 | 2019 |
| Bartow | 113 | 2019 |
| Davenport | 122 | 2019 |
| Dundee | 109 | 2019 |
| Eagle Lake | 81 | 2019 |
| Fort Meade | 100 | 2019 |
| Frostproof | 83 | 2019 |
| Haines City | 123 | 2019 |
| Lake Alfred | 131 | 2016 |
| Lake Hamilton | 140 | 2019 |
| Lake Wales | 116 | 2019 |
| Lakeland | 117 | 2019 |
| Mulberry | 82 | 2019 |
| Polk City | 46 | 2019 |
| Polk County Central | 74 | 2019 |
| Polk County Northeast | 104 | 2016 |
| Polk County Northwest | 79 | 2016 |
| Polk County Southeast | 120 | 2019 |
| Polk County Southwest | 77 | 2019 |
| Winter Haven | 116 | 2019 |

This table shows that there is a very wide range of per capita consumption rates across these utilities. There were only three utilities in Polk County with per capita consumption rates lower than Eagle Lake. Half of these utilities have per capita consumption rates higher than the 111 gpcd that was the basis for Eagle Lake's current WUP.

The PRWC water allocation process did not consider this disparity in per capita water use. Attached as Exhibit B is a table provided by the PRWC marked up to show the percentage of each utility's current permitted quantity being provided as future allocation. The average is 64.1%. Eagle Lake is being limited to 50%.

While Eagle Lake's per capita demand is currently below its WUP basis of 111 gpcd, we cannot assume that this will always be the case. The core of the City has very small lots and minimal lawn irrigation which helps to lower this rate. All the newer development has larger lots and significant lawn irrigation which will increase the overall average rate over time. At some point in the future, we can expect Eagle Lake to reach and likely exceed the 111 gpcd average rate. As such, future water demand projections cannot be based on the current per capita rate for the existing customer base.

Updated Potable Water Demand Projections

Developing a realistic projection of future water demand is difficult because the economy dictates the pace of that growth. We do know that projects that get to a certain point in the approval process will ultimately get built out even if it takes many years. Table 4 below was developed to evaluate the City's future water demand based on the current development demand.

Table 4 – Future Water Demand for Current Expected Development

| Category | Population | Per Capita Rate | Total Demand |
|--|------------|-----------------|--------------|
| Current Customer Base | 4,965 | 111 | 551,115 |
| Project Developed and Building Out | 446 | 111 | 49,506 |
| Fully Permitted for Construction | 1,545 | 111 | 171,495 |
| Construction Plans Approved | 1,313 | 111 | 145,743 |
| Annexed and Completed Land Use Approvals | 2,514 | 111 | 279,054 |
| Other Development Activity | 1,224 | 111 | 135,864 |
| | 12,007 | | 1,332,777 |

This table does not consider any other future projects or development, just what we know about currently. It should be considered as a "base" with the actual potable water demand being somewhat higher than this prediction. Given the current interest in developing in and around Eagle Lake, we can expect significant additional development pressure until the economy cools down. Projecting this demand year by year is not realistic. However, based on historic economic cycles over the past 20 years, we believe that the City will see these projects built out over the next 20 years.

The currently proposed 490,000 gpd that the CFWI proposes to allow the City to retain from its current WUP plus the PRWC quantity allocation of 860,000 gpd totals 1,350,000 gpd is barely enough water to meet our minimum expected demands as described above.

Additional Capital Costs

At the present time, it is unknown what up front capital costs will be passed on to Eagle Lake by the PRWC. However, the Cooperative has recently issued a document showing that to guarantee having 860,000 gpd of

water supply from the PRWC in 2045, Eagle Lake is on the hook for a minimum contribution of \$780,000 to get the Alternative Water Supply projects to 60% design level. This figure is defined as the 60% cost plus 10% so we would assume that the 100% design cost allocation to Eagle Lake would be about \$1,418,000. The City would have to spend this \$780,000 to find out how much more capital cost would be assessed for construction of the alternative water supply.

In addition to these costs, Eagle Lake will need to upgrade its water plants and/or pipelines to be able to distribute this water to where it will be needed in the City. The City is currently working on the preparation of a State Revolving Fund (SRF) grant and loan application to upgrade the existing Green Acres water plant. These water plant improvements are required regardless of whether the City participates in the PRWC. These improvements would also be required for the City to handle the water supplied by the PRWC. The total maximum estimated cost of the Green Acres water plant improvements is \$2,500,000. Part of the SRF funding will be a grant between 30% and 85%. Worst case scenario, the City will be taking on additional debt of \$1,750,000 for the Green Acres project.

In total, Eagle Lake could incur as much as \$3,168,000 in additional utility system debt to upgrade the Green Acres water plant and get through the design stage to obtain 860,000 gpd of water from the PRWC. At that point, the City's share of capital costs for construction of the alternative water plant would still need to be determined. The impact of this additional debt service on the City's utility rates is unknown but would be significant.

Water Rates

Once online, the costs to purchase water from the PRWC have been estimated in the range of \$3.00 per 1,000 gallons. Eagle Lake has been raising its rates over the past several years to provide better and more reliable funding for ongoing operation and maintenance. The current rates are shown in Table 5 below.

Table 5 – Eagle Lake Residential Water Rates

| Gallons | Cost | |
|------------------|----------------|----------------|
| | Inside City | Outside City |
| 0 to 4,000 | \$15.79 | \$19.73 |
| 4,001 to 8,000 | \$2.68 / 1,000 | \$3.36 / 1,000 |
| 8,001 to 12,000 | \$3.36 / 1,000 | \$4.19 / 1,000 |
| 12,001 to 18,000 | \$4.34 / 1,000 | \$5.45 / 1,000 |
| 18,001 and over | \$5.36 / 1,000 | \$6.69 / 1,000 |

Determining an estimated blended cost for the City once it starts taking water from the PRWC is difficult because we do not have firm numbers from the cooperative. However, assuming that Eagle Lake is limited to 490,000 gpd from the Floridan Aquifer and takes 860,000 gpd from the PRWC, a little more than 2/3 of the City's water will cost around \$3.00 per 1000 to purchase. That could require the City to increase its user fees by about \$2.00 per 1000 gallons. As an example, the base charge for inside City customers could increase by about \$8.00 and each of the subsequent rate categories would increase accordingly. For customers using more than 12,000 gpd the monthly bill could more than double just to account for the PRWC water purchase. Increased rate costs related to the additional capital costs would be on top of these increases.

Polk Regional Water Cooperative and Central Florida Water Initiative (FDEP Rule) Concerns

The information above has been provided as a background for a discussion of our concerns relative to the Polk Regional Water Cooperative (PRWC) and the Central Florida Water Initiative (CFWI). These concerns are summarized as follows:

1. The PRWC initially proposed to limit Eagle Lake's withdrawals from the Upper Florida Aquifer to 330,000 gpd (6% above the utility's average use from 2006 – 2010). The CFWI report increased the City's allocation from the Upper Floridan Aquifer to 490,000 gpd. Neither of these figures are sufficient to provide the City's current customer base with the allowed 111 gpcd (551,115 gpd). As such, if existing customer (based on current census data) water use increases above 99 gpcd, the City will be forced to purchase water from the cooperative to service these customers.
2. The PRWC and CFWI allocations do not take into consideration per capita water use. Utility providers with higher per capita water usage are being rewarded while Utility's that have done a better job conserving water are being punished. These higher per capita user utilities have significant opportunity to utilize water conservation to reduce their need for the alternative water supply.
3. Currently, the City has about \$1,478,000 in outstanding debt related to the utility systems and about \$791,000 in water impact fees that potentially could be used to pay down some of this PRWC assessment. Upgrading the Green Acres water plant and paying the capital costs to reserve 860,000 gpd from the PRWC will add up to \$3,168,000 to the City's debt. In short, Eagle Lake does not have the financial ability to pay for the PRWC water allocation without making significant increases in its current water rate structure.
4. Once online, the costs to purchase water from the PRWC will require significant increases to the City's current rate structure.

Sincerely,

PENNONI ASSOCIATES INC.



Steven C. Shealey, PE, MPA
Senior Consultant

EXHIBIT A

Eagle Lake New Development Since 2007 WUP Renewal - Current Status

| Developed and Building Out | | | | | | |
|-----------------------------------|-----------------------------|---------------------|-----------------------------------|-----------------------|--------------------------------|--|
| Map No. | Development | Year Started | Current Vacant Lots (2020) | Est Population | Per Capita Demand (gpd) | |
| 1 | Lake Meadows Phase 1 | Before 2007 | 0 | 0 | 0 | |
| 5 | Reserve at Eagle Lake | Before 2007 | 7 | 20 | 2,238 | |
| 6 | Country Walk at Lake Region | Before 2007 | 2 | 6 | 639 | |
| 7 | Eagle Pines | Before 2007 | 0 | 0 | 0 | |
| 9 | Lake McLeod Pointe | Before 2007 | 4 | 12 | 1,279 | |
| 12 | Cove at Eagle Lake | 2018 | 30 | 86 | 9,590 | |
| 11 | Squires Grove Phase 1 | Before 2007 | 34 | 98 | 10,869 | |
| 14 | Landings at Eagle Lake | 2019 | 78 | 225 | 24,935 | |
| Subtotals | | | 155 | 446 | 49,550 | |

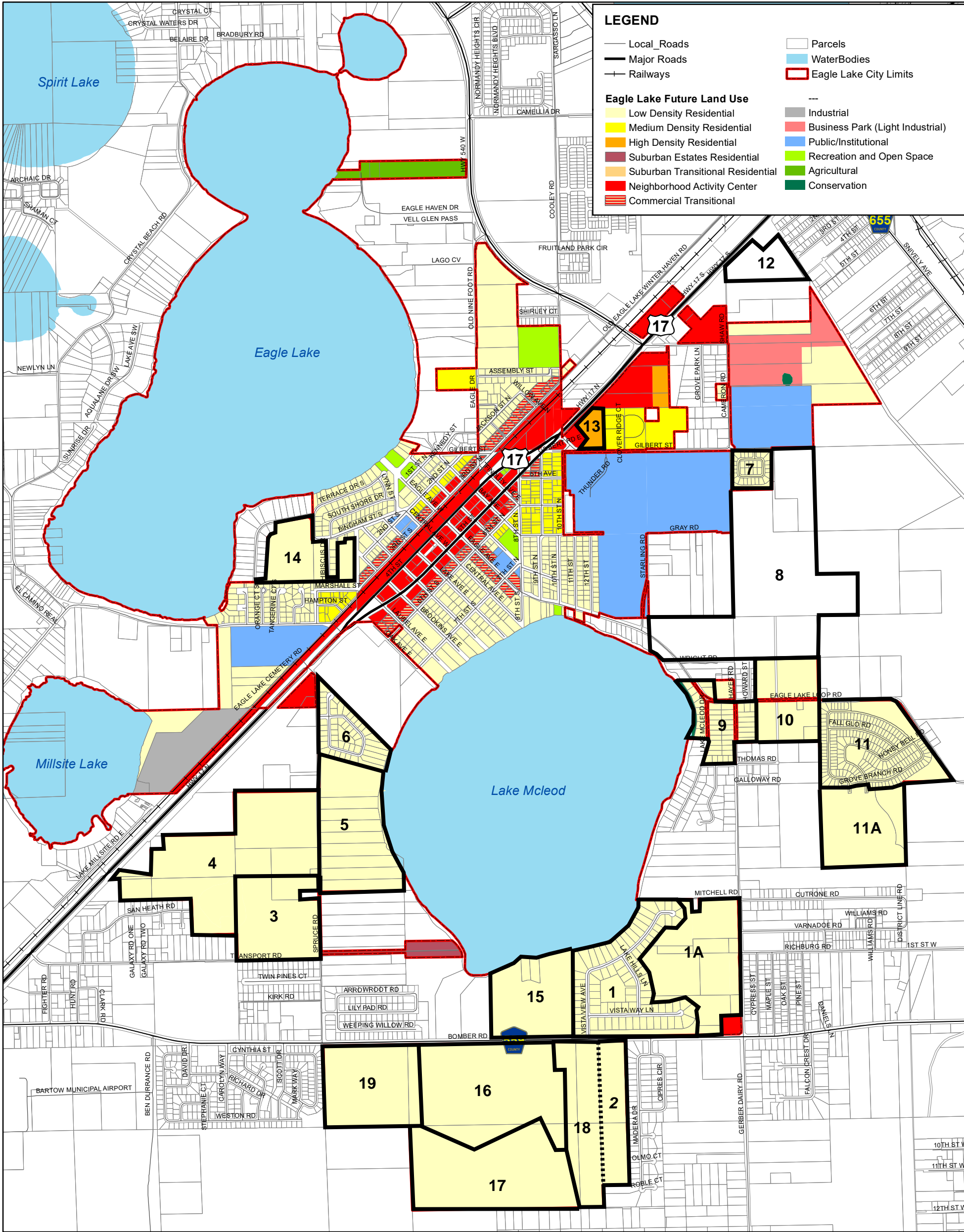
| Fully Permitted for Construction | | | | | | |
|---|---|---------------------|--------------------------|-----------------------|--------------------------------|--|
| Map No. | Development | Year Started | Current No. Units | Est Population | Per Capita Demand (gpd) | |
| 4 | Golden Eagle (Now Spruce Tedder Phases 1 & 2) | Before 2007 | 230 | 662 | 73,526 | |
| 10 | Unnamed (Sutton Preserve) | Before 2007 | 112 | 323 | 35,804 | |
| 11a | Squires Grove Phase 2 | Before 2007 | 152 | 438 | 48,591 | |
| 13 | Eagle Lake Multi Family | 2019 | 57 | 123 | 13,603 | |
| Subtotals | | | 551 | 1,545 | 171,525 | |

| Construction Plans Approved | | | | | | |
|------------------------------------|--------------------------------|---------------------|--------------------------|-----------------------|--------------------------------|--|
| Map No. | Development | Year Started | Current No. Units | Est Population | Per Capita Demand (gpd) | |
| 15 | Ranches at Lake McLeod North | 2019 | 138 | 397 | 44,116 | |
| 16 | Ranches at Lake McLeod Central | 2019 | 318 | 916 | 101,658 | |
| Subtotals | | | 456 | 1,313 | 145,774 | |

| Annexed and Completed Land Use Approvals | | | | | | |
|---|-----------------------------------|---------------------|--------------------------|-----------------------|--------------------------------|--|
| Map No. | Development | Year Started | Current No. Units | Est Population | Per Capita Demand (gpd) | |
| 3 | Baird (Now Spruce Tedder Phase 3) | Before 2007 | 169 | 487 | 54,026 | |
| 17 | Ranches at Lake McLeod South | 2019 | 233 | 671 | 75,156 | |
| 18 | Ranches at Lake McLeod East | 2019 | 257 | 740 | 82,898 | |
| 19 | Ranches at Lake McLeod West | 2019 | 214 | 616 | 69,028 | |
| Subtotals | | | 873 | 2,514 | 281,108 | |

| Other Development Activity | | | | | | |
|-----------------------------------|----------------------|---------------------|--------------------------|-----------------------|--------------------------------|---------------------------------------|
| Map No. | Development | Year Started | Current No. Units | Est Population | Per Capita Demand (gpd) | 2020 Status |
| 1a | Lake Meadows Phase 2 | Before 2007 | 185 | 533 | 59,141 | Still Vacant - No Permitting in Place |
| 2 | Terracina | Before 2007 | 0 | | 0 | Now Part of Ranches at Lake McLeod |
| 8 | Thousand Oaks | Before 2007 | 240 | 691 | 76,723 | Pending Annexation to City |
| Subtotals | | | 425 | 1,224 | 135,864 | |
| Totals | | | 2,460 | 7,043 | 783,822 | |

CITY OF EAGLE LAKE - 2030 FUTURE LAND USE



DISCLAIMER:
The information on this map should be considered conceptual and subject to change. This map is not a survey.

Data Sources:
City of Eagle Lake
Polk County Property Appraiser
Florida Department of Transportation
Central Florida Regional Planning Council

Date Adopted:
April 18, 2011

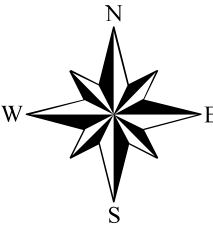
Updated 7/05/2011 per O-11-09
Updated 1/06/2020 per O-20-06
Updated 1/06/2020 per O-20-13
Updated 2/04/2020 per O-20-11
Updated 8/03/2020 per O-20-18



CITY OF EAGLE LAKE
75 North 7th Street
PO Box 129, Eagle Lake, FL 33839
Phone: 863-293-5677
Website: www.eaglelake-fla.com

Pennoni

401 Third Street SW
Winter Haven, FL 33880
Phone: 863-324-1112
Website: www.pennoni.com



0 750 1,500 2,250 3,000 Feet

1:18,000
1 inch = 1,500 feet

EXHIBIT B

2019 PRWC Demands

| Water Use Permit (WUP) No. | Utility | Permitted Quantity (AADF) | | Historical Pumpage +6% | Member Determined 2030 Demand | Member Determined 2040 Demand | 2030 Deficit | 2040 Deficit |
|----------------------------|--|---------------------------|-------|------------------------|-------------------------------|-------------------------------|--------------|--------------|
| 7119 | Auburndale | 7.04 | 68.5% | 4.82 | 7.52 | 8.10 | -2.70 | -3.28 |
| 341 | Bartow | 7.90 | 42.5% | 3.36 | 3.37 | 3.75 | -0.01 | -0.39 |
| 5750 | Davenport | 1.00 | 73.0% | 0.73 | 1.73 | 2.15 | -1.00 | -1.42 |
| 5893 | Dundee | 0.92 | 65.2% | 0.60 | 1.05 | 1.18 | -0.45 | -0.58 |
| 6920 | Eagle Lake | 0.66 | 50.0% | 0.33 | 0.63 | 0.88 | -0.30 | -0.55 |
| 645 | Fort Meade | 0.76 | 97.4% | 0.74 | 0.88 | 1.00 | -0.14 | -0.26 |
| 8522 | Haines City | 5.92 | 70.3% | 4.16 | 6.60 | 7.90 | -2.44 | -3.74 |
| 6624 | Lake Alfred | 1.30 | 79.2% | 1.03 | 1.60 | 1.70 | -0.57 | -0.67 |
| 2332 | Lake Hamilton | 0.38 | 78.9% | 0.30 | 0.35 | 0.40 | -0.05 | -0.10 |
| 4658 | Lake Wales | 3.90 | 78.2% | 3.05 | 3.29 | 3.59 | -0.24 | -0.54 |
| 4912 | Lakeland Electric and Water | 35.03 | 70.5% | 24.71 | 24.41 | 28.10 | 0.30 | -3.39 |
| 6124 | Mulberry | 0.81 | 54.3% | 0.44 | 1.37 | 1.37 | -0.93 | -0.93 |
| 8468 | Polk City | 0.76 | 46.1% | 0.35 | 0.66 | 0.81 | -0.31 | -0.46 |
| 6507 | Polk County Utilities - CRUSA | 2.00 | 60.5% | 1.21 | 1.29 | 1.48 | -0.08 | -0.27 |
| 8054 | Polk County Utilities - ERUSA | 1.37 | 36.5% | 0.50 | 0.76 | 0.85 | -0.26 | -0.35 |
| 6509 | Polk County Utilities - NERUSA (SWFWMD & SFWMD | 13.95 | 47.7% | 6.66 | 9.40 | 9.13 | -2.74 | -2.47 |
| 6505 | Polk County Utilities - NWRUSA | 5.70 | 60.1% | 3.43 | 3.62 | 4.03 | -0.19 | -0.60 |
| 6508 | Polk County Utilities - SERUSA | 1.37 | 46.0% | 0.63 | 0.59 | 0.63 | 0.04 | 0.00 |
| 6506 | Polk County Utilities - SWRUSA | 7.00 | 54.2% | 3.80 | 4.22 | 4.50 | -0.42 | -0.70 |
| 4607 | Winter Haven | 14.06 | 77.4% | 10.88 | 12.50 | 13.59 | -1.62 | -2.71 |
| N/A | SUM OF THE PRWC | 111.83 | 64.1% | 71.73 | 85.83 | 95.13 | -14.10 | -23.40 |

April 7, 2021

Mr. Tom Ernharth, City Manager
City of Eagle lake
75 North 7th Street
Eagle Lake, FL 33839

RE: ELAKX21008 – RANCHES AT LAKE MCLEOD EAST RANCH ENGINEERING PLAN REVIEW

Dear Tom,

We have completed a preliminary engineering review of the development plans for the Ranches at Lake McLeod – East Ranch project dated March 19, 2021. We have some comments and concerns as noted below.

Our comments with respect to the submitted plans are as follows:

Potable Water

1. The potable water system design is acceptable.

Sanitary Sewer

1. A note/detail needs to be added to the sanitary detail sheets requiring epoxy lining of any manholes receiving the discharge from an upstream force main.
2. Minor sanitary sewer system issues noted during our preliminary plan review include the following:
 - a. On Sheet C18, check the grades of pipes SP428 and SP433.
 - b. On Sheet C20, check the grades of pipe SP435.
3. Provide a profile for the sanitary sewer pipes between manholes SMH510 and SMH 520 and between manhole SNH513 and the lift station.
4. Provide a sanitary sewer easement for the pipes and lift station discussed in item 4 above (across tract P-1E).

Stormwater

1. On Sheet C-10 the callouts for Structure DS52 and pipe DP49 are missing.
2. On Sheet C12:
 - a. Structure DS-230 is shown in the Table but not found on the plans.
 - b. Pipe DP86 is on the plan sheet but not in the pipe table.
3. Provide a profile for the storm pipe along Road 580 from DS-64 to DS-68
4. Look at relocating the discharge pipe from Road 505 to the east to minimize pipe depth.
5. On Sheet C20:
 - a. Clean up the ghost images for structures DS-410 and Ds-411.
 - b. Clean up the callouts for pipes DP-412 and DP-413.

The Developer can resubmit just the revised sheets for our re-review.

Sincerely,

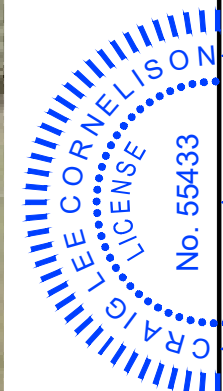
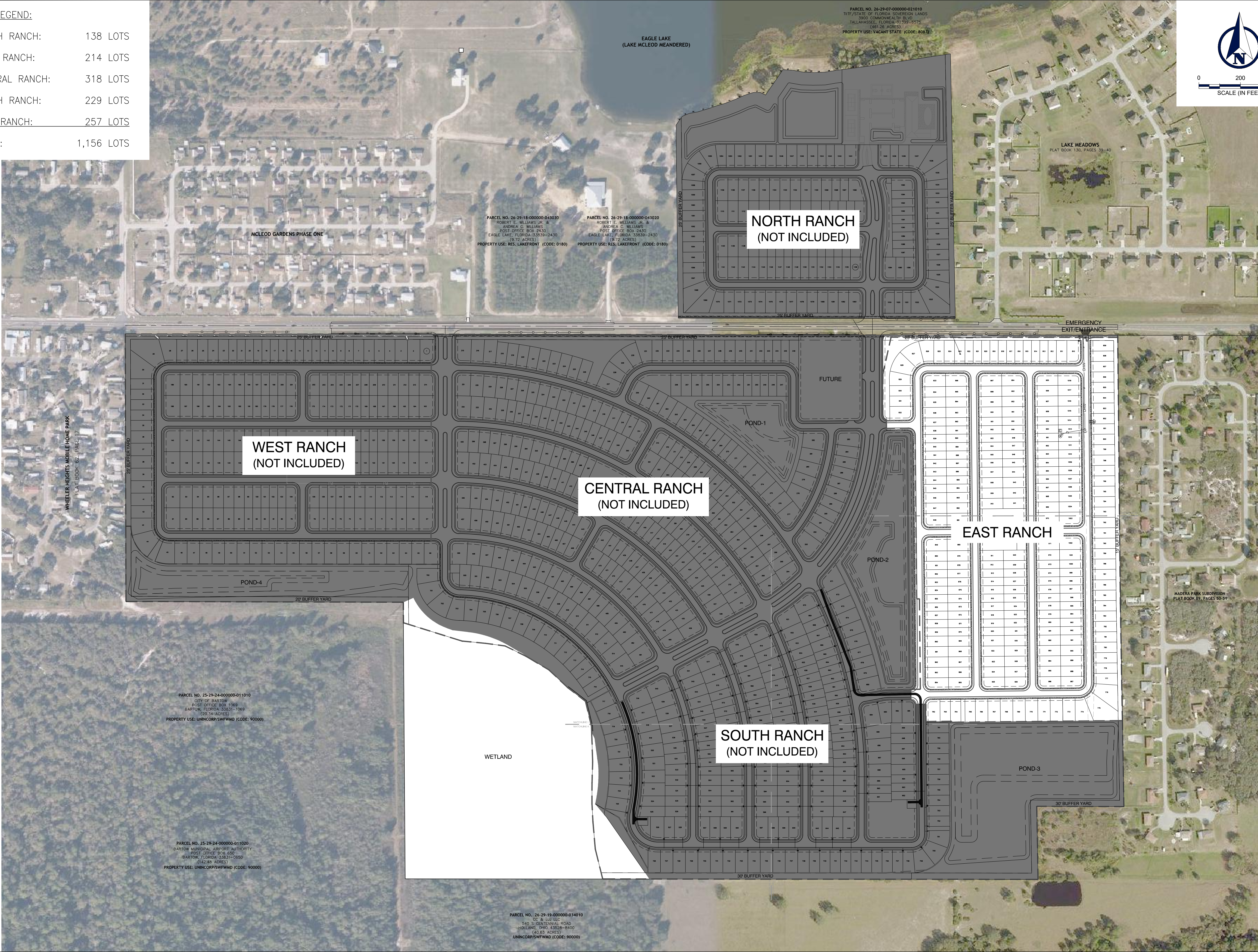
PENNONI ASSOCIATES INC.

Steven C. Shealey, PE, MPA
Senior Consultant

Drawing name: P:\1401014 - Ranches at Lake McLeod\Construction-EAST\CO4-LAKE MCLEOD_ER_AERIAL_OVERLAY.dwg C04 Mar 10, 2021 11:34am by: EmilyVandeberg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Cornelison Engineering & Design, Inc. (CED) shall be without liability to CED.

LOT LEGEND:

| | |
|----------------|------------|
| NORTH RANCH: | 138 LOTS |
| WEST RANCH: | 214 LOTS |
| CENTRAL RANCH: | 318 LOTS |
| SOUTH RANCH: | 229 LOTS |
| EAST RANCH: | 257 LOTS |
| TOTAL: | 1,156 LOTS |



| | | | | | |
|---|------|---|----------------------|---|--|
| DATE 08/03/2020 | | PROJECT NO. 1401014 | | SHEET NUMBER C04 | |
| REVISIONS | | PROJECT NAME RANCHES AT LAKE MCLEOD BOMBER ROAD, EAGLE LAKE, FL | | CLIENT CBD REAL ESTATE INVESTMENT, LLC | |
| No. | DATE | SCALE AS NOTED | DESIGNED BY SRH | SHEET NAME EAST RANCH AERIAL OVERLAY PLAN | |
| | | | DRAWN BY SRH | | |
| | | | CHECKED BY C.L.C. | | |
| CORNELISON ENGINEERING & DESIGN, INC. 38038 OLD 37th AVE., ZEPHYRUS, FL 33542 TEL: 813-788-7835 • FAX: 813-788-7062 CERTIFICATE OF AUTHORIZATION 28928 | | | | | |

CITY OF EAGLE LAKE
REGULAR CITY COMMISSION MEETING
MONDAY, MARCH 1, 2021
7:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839

I. CALL TO ORDER

Mayor Coler called the meeting to order at 7:00 p.m.

II. INVOCATION

Commissioner Metosh gave the invocation.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Commission and audience said the Pledge of Allegiance to the Flag.

IV. ROLL CALL

PRESENT: Wilson, Metosh, Clark, Coler

ABSENT: Billings

City Clerk Wright advised Commissioner Billings notified her he would be unable to attend the meeting due to ill family member.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to excuse Commissioner Billings from the meeting.

Mayor Coler asked for audience and Commission discussion; there was none.

The vote was as follows:

AYES: 4

NAYS: 0

V. AUDIENCE

There were no comments from the audience.

VI. SPECIAL PRESENTATIONS/RECOGNITIONS/PROCLAMATIONS, REQUESTS

A. Staff Reports

Sgt. Freeze updated the Commission regarding the events that have occurred in the City.

Deputy Fire Chief Cassista updated the Commission regarding the events that have occurred in the City.

B. City Manager Report

City Manager Ernharth had no additional report.

VII. PUBLIC HEARINGS

- A. Consideration of uses for Community Development Block Grant (CDBG) allocation in the amount of \$13,900 and authorize City Manager to submit proposal

City Manager Ernharth stated staff is recommending continuing with the project at the City Hall Complex playground and to use the funds for larger equipment and ADA surfacing.

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to use funds to continue with the playground improvements with the intent to bank several years of funding to install larger equipment and ADA Surfacing to the playground at the City Hall Complex.

There was no Commission discussion and no public comments.

The roll call vote was as follows:

AYES: Wilson, Metosh, Clark, Coler

NAYS: None

VIII. OLD BUSINESS

There was no Old Business.

IX. NEW BUSINESS

- A. Consideration of the State Revolving Fund Amendment 1 to Loan Agreement DW530910 (Green Acres Water Plant)

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve the State Revolving Fund Amendment 1 to Loan Agreement DW530910 (Green Acres Water Plant)

Mayor Coler asked for audience and Commission discussion; there was none.

The roll call vote was as follows:

AYES: Wilson, Metosh, Clark, Coler

NAYS: None

- B. Consideration of proposal from Pennoni for Eagle Lake Water and Sewer Utilities – Geographic Information System (GIS) in the amount of \$22,900

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve proposal from Pennoni for Eagle Lake Water and Sewer Utilities – Geographic Information System (GIS) in the amount of \$22,900.

Mayor Coler asked for audience and Commission discussion; there was none.

The roll call vote was as follows:

AYES: Wilson, Metosh, Clark, Coler

NAYS: None

X. CONSENT AGENDA

- A. Approval of the Regular City Commission Minutes -----02/01/2021
- B. Approve Financials

MOTION was made by Commissioner Wilson and seconded by Commissioner Metosh to approve the Consent Agenda, Items A. the Regular City Commission Minutes of 02/01/2021, B. the Financials.

Mayor Coler asked for discussion from the audience and Commission; there was none.

The vote was as follows:

AYES: 4

NAYS: 0

XI. AUDIENCE

There were no comments from the audience.

XII. CITY ATTORNEY

Attorney Dawson stated he is currently working on code of ordinance revisions and utility fee schedule.

XIII. CITY COMMISSION

Commissioner Wilson had no report.

Commissioner Metosh commented regarding the speeders on Eagle Ave.

Commissioner Clark had no report.

Mayor Coler would like the City Manager to look at the pole mounted radar speed signs.

Mayor Coler asked about the CDBG COVID-19 grant funding.

Mayor Coler asked who was heading up our 100-Year Celebration.

Mr. Ernharth stated he is working with Brandon Blackburn and Justin Newberry.

City Manager reviewed Sheriff's Office rate increases which is 2 percent per year for next 4 years.

XIV. ADJOURNMENT

MOTION was made by Mayor Coler and seconded by Commissioner Metosh to adjourn at 7:14 p.m.

The vote was as follows:

AYES: 4

NAYS: 0

MAYOR CORY COLER

ATTEST:

CITY CLERK DAWN WRIGHT

**CITY OF EAGLE LAKE
SPECIAL CITY COMMISSION MEETING
TUESDAY, MARCH 23, 2021
4:00 P.M.
COMMISSION CHAMBERS
675 E EAGLE AVE
EAGLE LAKE, FLORIDA 33839**

I. CALL TO ORDER

Vice Mayor Wilson called the meeting to order at 4:00 p.m.

II. INVOCATION

Commissioner Metosh gave the invocation.

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Commission and audience said the Pledge of Allegiance to the Flag.

IV. ROLL CALL

PRESENT: Billings, Wilson, Metosh, Clark

ABSENT: Coler

City Clerk Wright advised Mayor Coler notified her that he had to work and wouldn't be able to attend the meeting.

MOTION was made by Commissioner Metosh and seconded by Commissioner Clark to excuse Mayor Coler from the meeting.

Vice Mayor Wilson asked for audience and Commission discussion; there was none.

The vote was as follows:

AYES: 4

NAYS: 0

V. NEW BUSINESS

A. Consideration of Settlement Stipulation (FDEP/"CFWI Rules")

Tom Cloud, Special Council with the firm of Gray Robinson, advised the proposed rule would have cut the city water permit by 35-40%. This settlement is excellent and saves the city's water use permit from being cut. Attorney Cloud advised the settlement removes the decreasing of water use permits from the rule; he advised a subsequently bill introduced by FDEP to try and change the law; he advised this law was what prompted the challenged.

MOTION was made by Commissioner Clark and seconded by Commissioner Billings to approve the Settlement Stipulation (FDEP/"CFWI Rules") and authorize Attorney Tom Cloud to sign on behalf of the City.

Vice Mayor Wilson asked for audience and Commission discussion; there was none.

The roll call vote was as follows:

AYES: Billings, Wilson, Metosh, Clark,

NAYS: None

Tom Cloud discussed the Polk Regional Water Co-operative Implementation Agreements that are being proposed and which project would benefit the City of Eagle Lake.

XIV. ADJOURNMENT

MOTION was made by Commissioner Metosh and seconded by Commissioner Billings to adjourn at 4:23p.m.

The vote was as follows:

AYES: 4

NAYS: 0

VICE MAYOR SUZY WILSON

ATTEST:

CITY CLERK DAWN WRIGHT

CITY OF EAGLE LAKE - GENERAL FUND

ACCOUNT BALANCE

FEB 2021

| | |
|---|---------------------|
| ACCOUNT BALANCE AS OF JAN 31, 2021 | 2,465,741.26 |
| DEPOSITS | 129,148.54 |
| CLEARED CHECKS | (82,830.28) |
| WITHDRAWALS/ACH | 0.00 |
| RETURNED CHECKS | 0.00 |
| ACCOUNT BALANCE AS OF FEB 28, 2021 | 2,512,059.52 |

OUTSTANDING CHECKS:

| | | |
|-------|--|-------------|
| 39281 | HILDA MARTINEZ - REF | (75.00) |
| 40009 | TIFFANY JOUPPI - REF | (3.12) |
| 41362 | REBECCA CHILDRESS - REF | (175.00) |
| 41388 | POLK COUNTY LIBRARY COOPERATIVE * | (35.00) |
| JE #5 | | (526.16) |
| 43055 | JOANNE MCLEOD - REF | (50.00) |
| EFTPS | PAYROLL TAXES QB | (7,359.24) |
| EFT | FMPTF | (3,238.31) |
| 43146 | BOARD OF CO COMMISSIONERS-IMPACT FEES | (27,704.55) |
| 43172 | BOND & INTEREST SINKING FUND | (12,102.08) |
| 43162 | SEWER IMPACT SAVINGS | (5,500.00) |
| 43168 | WATER IMPACT SAVINGS | (5,500.00) |
| 43165 | TRANSPORTATION INFRASTRUCTURE | (4,368.55) |
| 43163 | TAMPA ELECTRIC CO.-1 | (2,481.31) |
| 43171 | UTILITY FUND | (2,406.74) |
| 43159 | PUBLIC BUILDINGS AND FAC. PB | (1,984.00) |
| 43169 | UTILITY FUND | (1,400.00) |
| 43155 | LOWE'S | (1,170.30) |
| 43148 | CDN PARTNERS INC | (1,053.00) |
| 43158 | PREFERRED GOVERNMENTAL INSURANCE TRUST | (653.04) |
| 43157 | PARKS AND REC. FEES-PB | (582.00) |
| 43150 | City of Eagle Lake Water Dept | (485.40) |
| 43167 | VERIZON WIRELESS - CELL | (432.59) |
| 43145 | BOARD OF CO COMM - FUEL | (204.02) |
| 43173 | BRENDA SAMANIEGO - REF | (175.00) |
| 43166 | UTILITY FUND | (152.30) |
| 43160 | RICOH USA INC | (128.30) |
| 43152 | GLT OFFICE PLUS BUSINESS CENTER | (108.48) |
| 43164 | TIRES UNLIMITED | (104.90) |
| 43174 | BRIGHT HOUSE NETWORKS 0050679369-02 | (69.98) |
| 43153 | JANITORIAL SUPERSTORE | (68.40) |
| 43144 | ADVANCE AUTO PARTS* | (64.51) |
| 43154 | KEILA COLON - REF | (50.00) |

CITY OF EAGLE LAKE - GENERAL FUND
ACCOUNT BALANCE

| | | |
|-------|--|-------------|
| 43161 | SAM'S CLUB | (45.00) |
| 43156 | NEXAIR, LLC | (40.41) |
| 43151 | FLORIDA ELECTION COMMISSION | (31.82) |
| 43149 | Central Florida Gas Company | (27.52) |
| 43170 | UTILITY FUND | (21.99) |
| 43176 | FLORIDA BLUE | (15,858.30) |
| EFT | FMPTF | (3,215.84) |
| 43178 | GUARDIAN | (577.92) |
| 43179 | Liberty National Insurance Company QB | (360.17) |
| 43183 | WASHINGTON NATIONAL INS CO | (332.70) |
| 43180 | LINCOLN FINANCIAL GROUP | (246.71) |
| 43181 | MINNESOTA LIFE | (194.50) |
| 43184 | Florida Dept of Environmental Protection | (124.00) |
| 43177 | Florida Municipal Insurance Trust QB | (108.26) |
| 43175 | EMPLOYEE FUND QB | (66.00) |
| 43182 | New York Life Ins QB | (21.68) |
| JE #3 | Florida Department of Revenue | (66.50) |

TOTAL OUTSTANDING CHECKS:

(101,750.60)

| | | |
|---------|------------|-----------|
| Deposit | 02/25/2021 | 172.25 |
| Deposit | 02/26/2021 | 258.75 |
| Deposit | 02/26/2021 | 11,535.60 |

TOTAL OUTSTANDING DEPOSITS:

11,966.60

REMAINING ACCOUNT BALANCE:

2,422,275.52

CITY OF EAGLE LAKE
Balance Sheet
As of February 28, 2021

| | Feb 28, 21 |
|--|---------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 100.000 · Cash & Cash Equivalents | |
| 101.103 · CS - GENERAL FUND | 2,422,275.52 |
| 102.216 · Petty Cash | 200.00 |
| 102.217 · Petty Cash Library | 15.00 |
| Total 100.000 · Cash & Cash Equivalents | 2,422,490.52 |
| 101.256 · CS - BUILDING/CODE ENFORCEMENT | 837.44 |
| 101.257 · CS - PARKS & REC FUND | 159,738.44 |
| 101.258 · CS - PUBLIC BUILDING FUND | 608,270.43 |
| 101.259 · CS- TRANSPORTATION FUND | 66,950.51 |
| 103.302 · CS - BOND & INTEREST FUND | 116,018.36 |
| Total Checking/Savings | 3,374,305.70 |
| Accounts Receivable | |
| 115.101 · *Accounts Receivable | 26,105.22 |
| Total Accounts Receivable | 26,105.22 |
| Other Current Assets | |
| 115.200 · A/R Due from Others | 30,411.23 |
| 115.300 · A/R - Due from Governments | 35,448.31 |
| 116.110 · Return Checks Receivable | 80.00 |
| 130.000 · Due From (To) Utility/CRA Fund | |
| 131.100 · Due From Utility Fund-Payroll | 39,863.60 |
| 131.200 · Due From Utility-Sani/Storm | -15,772.00 |
| 131.250 · Due From/To Utility Daily Dep. | 3,013.98 |
| 131.350 · Due To/From Utility Fund -OTHER | 402.61 |
| 131.382 · DUE FROM CRA FUND-ADMIN FEES | 13,601.94 |
| 131.390 · DUE FROM CRA | 16,000.00 |
| Total 130.000 · Due From (To) Utility/CRA Fund | 57,110.13 |
| 149.900 · Undeposited Funds | 929.85 |
| Total Other Current Assets | 123,979.52 |
| Total Current Assets | 3,524,390.44 |
| TOTAL ASSETS | 3,524,390.44 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 202.100 · Accounts Payable | 34,591.01 |
| Total Accounts Payable | 34,591.01 |
| Other Current Liabilities | |
| 203.100 · Sales Tax Payable | 163.78 |
| 205.000 · Polk County Impact Fees Payable | 7,922.68 |
| 205.101 · POLK COUNTY SHERIFF EDUCATION | 1,677.55 |
| 205.102 · POLK COUNTY FIRE REVIEW | 792.80 |
| 205.200 · DBPR Fee Payable | -903.38 |
| 205.201 · DCA PAYABLE | -1,252.47 |
| 210.000 · Accrd Exp & Other Liabilities | |
| 218.110 · Withholding Payable | -52.96 |
| 218.190 · Cobra Insurance Payable | 156.94 |
| Total 210.000 · Accrd Exp & Other Liabilities | 103.98 |
| 2100 · Payroll Liabilities | |
| 2100.06 · UNITED WAY QB | 30.00 |
| 2100.07 · EMPLOYEE FUND QB | 75.00 |
| 2100.10 · LIBERTY LIFE QB | -0.07 |

03/08/21

CITY OF EAGLE LAKE
Balance Sheet
As of February 28, 2021

| | Feb 28, 21 |
|---|---------------------|
| 2100.11 · COLONIAL ACCIDENT CANCER QB | 0.03 |
| 2100.26 · PAYROLL TAXES | 1.00 |
| Total 2100 · Payroll Liabilities | 105.96 |
| 215.000 · Accrued Payroll and Benefits | 20,301.08 |
| 240.100 · DIRECT INFLOWS - UNAVAILABLE RE | 16,745.58 |
| Total Other Current Liabilities | 45,657.56 |
| Total Current Liabilities | 80,248.57 |
| Total Liabilities | 80,248.57 |
| Equity | |
| 271.100 · Fund Balance | 2,900,031.68 |
| Net Income | 544,110.19 |
| Total Equity | 3,444,141.87 |
| TOTAL LIABILITIES & EQUITY | 3,524,390.44 |

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb ... | Budget | \$ Over Budget | % of Budget |
|---|---------------------|---------------------|--------------------|--------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 310.000 · Taxes | | | | |
| 311.000 · Ad Valorem Taxes | 740,124.69 | 812,178.75 | -72,054.06 | 91.1% |
| 312.000 · Sales, Use & Gas Taxes | | | | |
| 312.300 · 9th Cent Gas Tax | 6,433.32 | 14,000.00 | -7,566.68 | 46.0% |
| 312.410 · Local Option Gas Tax | 36,290.05 | 82,016.00 | -45,725.95 | 44.2% |
| 312.412 · Local Gov.1/2 cent sales tax | 76,249.69 | 144,338.00 | -68,088.31 | 52.8% |
| 312.420 · 5-cent Local Option Gas Tax | 22,098.48 | 50,137.00 | -28,038.52 | 44.1% |
| Total 312.000 · Sales, Use & Gas Taxes | 141,071.54 | 290,491.00 | -149,419.46 | 48.6% |
| 314.000 · Utility Service Taxes | | | | |
| 314.100 · Electric Utility Service Tax | 67,846.03 | 150,000.00 | -82,153.97 | 45.2% |
| 314.150 · Water Utility Service Tax | 16,310.32 | 40,000.00 | -23,689.68 | 40.8% |
| 314.400 · Natural Gas Service Tax | 86.34 | 1,000.00 | -913.66 | 8.6% |
| 314.800 · Propane Service Tax | 683.69 | 1,500.00 | -816.31 | 45.6% |
| 315.000 · Local Communications Serv. Tax | 30,570.12 | 63,000.00 | -32,429.88 | 48.5% |
| Total 314.000 · Utility Service Taxes | 115,496.50 | 255,500.00 | -140,003.50 | 45.2% |
| 323.000 · Franchise Fees | | | | |
| 323.100 · Electric Franchise Fees | 53,244.90 | 155,000.00 | -101,755.10 | 34.4% |
| 323.700 · Solid Waste Franchise Fee | 10,500.84 | 32,000.00 | -21,499.16 | 32.8% |
| Total 323.000 · Franchise Fees | 63,745.74 | 187,000.00 | -123,254.26 | 34.1% |
| Total 310.000 · Taxes | 1,060,438.47 | 1,545,169.75 | -484,731.28 | 68.6% |
| 330.000 · Intergovernmental Revenue | | | | |
| 331.000 · Federal Grants | | | | |
| 331.391 · CDBG Revenue | 0.00 | 39,000.00 | -39,000.00 | 0.0% |
| Total 331.000 · Federal Grants | 0.00 | 39,000.00 | -39,000.00 | 0.0% |
| 335.000 · State Shared Revenues | | | | |
| 335.120 · SRS Sales Tax | 30,291.35 | 65,000.00 | -34,708.65 | 46.6% |
| 335.122 · SRS - Motor Fuel Tax | 11,779.96 | 24,000.00 | -12,220.04 | 49.1% |
| 335.150 · Alcoholic Beverage Licenses | 0.00 | 500.00 | -500.00 | 0.0% |
| Total 335.000 · State Shared Revenues | 42,071.31 | 89,500.00 | -47,428.69 | 47.0% |
| 338.800 · County Shared Revenue | | | | |
| 337.700 · Library Cooperative | 12,500.00 | 25,000.00 | -12,500.00 | 50.0% |
| 337.710 · Delivery Driver System Funding | 32,500.08 | 114,794.00 | -82,293.92 | 28.3% |
| 338.200 · Polk County Occupational Licens | 1,042.16 | 1,600.00 | -557.84 | 65.1% |
| Total 338.800 · County Shared Revenue | 46,042.24 | 141,394.00 | -95,351.76 | 32.6% |
| Total 330.000 · Intergovernmental Revenue | 88,113.55 | 269,894.00 | -181,780.45 | 32.6% |
| 340.000 · Charges for Services | | | | |
| 341.200 · Zoning Fees | 0.00 | 500.00 | -500.00 | 0.0% |
| 341.300 · Copies/Certifications | 30.40 | 75.00 | -44.60 | 40.5% |
| 342.900 · FDOT Roadway Maintenance | 5,982.52 | 12,000.00 | -6,017.48 | 49.9% |
| 342.901 · FDOT Lighting Maintenance | 16,257.89 | 15,784.00 | 473.89 | 103.0% |
| 352.000 · Library Fines and Collections | 620.90 | 1,500.00 | -879.10 | 41.4% |
| Total 340.000 · Charges for Services | 22,891.71 | 29,859.00 | -6,967.29 | 76.7% |
| 350.000 · Fines & Forfeitures | | | | |
| 341.541 · Police Fines | 1,392.97 | 8,000.00 | -6,607.03 | 17.4% |
| 350.100 · Other Fines and Forfeitures | 0.00 | 600.00 | -600.00 | 0.0% |
| 350.000 · Fines & Forfeitures - Other | -86.90 | | | |
| Total 350.000 · Fines & Forfeitures | 1,306.07 | 8,600.00 | -7,293.93 | 15.2% |
| 360.000 · Other Revenue | | | | |
| 361.100 · Interest Income | 3,232.70 | 5,000.00 | -1,767.30 | 64.7% |
| 361.110 · Facilities Deposits | 5,576.00 | 1,500.00 | 4,076.00 | 371.7% |

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb ... | Budget | \$ Over Budget | % of Budget |
|---|-------------------|--------------|----------------|-------------|
| 362.100 · Facilities Rental | 6,250.00 | 9,000.00 | -2,750.00 | 69.4% |
| 362.200 · Sprint Tower Lease | 15,552.00 | 37,325.00 | -21,773.00 | 41.7% |
| 362.201 · T-Mobile Tower Lease | 7,500.00 | 22,500.00 | -15,000.00 | 33.3% |
| 366.000 · Private Donations | | | | |
| 366.300 · Donations - Library | 70.00 | | | |
| 366.000 · Private Donations - Other | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| Total 366.000 · Private Donations | 70.00 | 1,500.00 | -1,430.00 | 4.7% |
| 369.900 · Miscellaneous Income | | | | |
| 369.125 · LIEN PAYMENTS | 50.00 | | | |
| 369.310 · Misc Revenue - Engineering Fees | 8,201.30 | | | |
| 369.994 · Library Grant | 3,000.00 | | | |
| 369.996 · E-Rate Reimbursement | 798.66 | | | |
| 369.900 · Miscellaneous Income - Other | 15,074.11 | 14,000.00 | 1,074.11 | 107.7% |
| Total 369.900 · Miscellaneous Income | 27,124.07 | 14,000.00 | 13,124.07 | 193.7% |
| Total 360.000 · Other Revenue | 65,304.77 | 90,825.00 | -25,520.23 | 71.9% |
| 367.000 · Licenses and Permits | | | | |
| 316.000 · Business Tax Receipts | 1,641.13 | 8,500.00 | -6,858.87 | 19.3% |
| 322.000 · Building Permits Other | | | | |
| 322.050 · Subdivision Permit App.Fee | 2,100.00 | 0.00 | 2,100.00 | 100.0% |
| 322.060 · Plan Review Fee | 3,273.25 | 2,000.00 | 1,273.25 | 163.7% |
| 322.070 · DCA BLDG Cert Charge 1% | 30.00 | 50.00 | -20.00 | 60.0% |
| 322.100 · DBPR Radon Surcharge-1% | 34.12 | 50.00 | -15.88 | 68.2% |
| 322.150 · Contractor's Registration | 360.00 | 300.00 | 60.00 | 120.0% |
| 322.200 · Polk County Imp.Fees 3% | 274.05 | 100.00 | 174.05 | 274.1% |
| 322.300 · Building Inspection Fees | 10,400.00 | 9,000.00 | 1,400.00 | 115.6% |
| 322.400 · Building Permits | 10,557.10 | 10,000.00 | 557.10 | 105.6% |
| 324.610 · Parks and Rec Impact Fee | 4,074.00 | 0.00 | 4,074.00 | 100.0% |
| 324.611 · Public BLDG & Fac - Res | 13,888.00 | 0.00 | 13,888.00 | 100.0% |
| Total 322.000 · Building Permits Other | 44,990.52 | 21,500.00 | 23,490.52 | 209.3% |
| Total 367.000 · Licenses and Permits | 46,631.65 | 30,000.00 | 16,631.65 | 155.4% |
| 369.200 · CASH OVER/SHORT | 5.41 | | | |
| 382.000 · Transfers - IN | 35,401.36 | 143,004.00 | -107,602.64 | 24.8% |
| 382.100 · CRA Transfer - IN | 8,335.00 | 20,004.00 | -11,669.00 | 41.7% |
| Total Income | 1,328,427.99 | 2,137,355.75 | -808,927.76 | 62.2% |
| Gross Profit | 1,328,427.99 | 2,137,355.75 | -808,927.76 | 62.2% |
| Expense | | | | |
| 510.000 · General Government | | | | |
| 511.000 · Commissioner Costs | | | | |
| 511.100 · Employee Benefits | | | | |
| 511.210 · FICA Taxes | 253.65 | 575.00 | -321.35 | 44.1% |
| Total 511.100 · Employee Benefits | 253.65 | 575.00 | -321.35 | 44.1% |
| 511.110 · City Commission Fees/Salaries | 3,315.50 | 7,957.00 | -4,641.50 | 41.7% |
| 511.300 · Operating Expenditures | | | | |
| 511.240 · Workers Compensation Insurance | 41.99 | 150.00 | -108.01 | 28.0% |
| 511.310 · Engineering Services | 28,087.91 | 5,000.00 | 23,087.91 | 561.8% |
| 511.311 · Legal Services | 200.00 | 10,000.00 | -9,800.00 | 2.0% |
| 511.313 · Planning Services | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| 511.320 · Accounting & Auditing | 8,000.00 | 11,500.00 | -3,500.00 | 69.6% |
| 511.321 · Financial Reporting Svcs | 9,166.25 | 15,000.00 | -5,833.75 | 61.1% |
| 511.340 · Contractual Services | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 511.341 · Election Fees | 301.82 | 3,000.00 | -2,698.18 | 10.1% |
| 511.410 · Communication Services | 901.75 | 3,600.00 | -2,698.25 | 25.0% |
| 511.420 · Postage | 0.00 | 1,000.00 | -1,000.00 | 0.0% |
| 511.450 · Insurance Property | 64,723.76 | 50,000.00 | 14,723.76 | 129.4% |
| 511.460 · Repair & Maint Svcs Comm Bldg | 0.00 | 10,500.00 | -10,500.00 | 0.0% |

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb ... | Budget | \$ Over Budget | % of Budget |
|---|-------------------|-------------------|--------------------|--------------|
| 511.470 · Printing and Binding/ Municipal | 1,175.00 | 4,500.00 | -3,325.00 | 26.1% |
| 511.480 · Advertising / Promotions | 667.50 | 5,000.00 | -4,332.50 | 13.4% |
| 511.490 · Other Current Charges | 1,428.52 | 12,000.00 | -10,571.48 | 11.9% |
| 511.512 · Trick or Treat Lane | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 511.541 · Travel, Meetings, and Dues | 718.66 | 5,000.00 | -4,281.34 | 14.4% |
| 511.991 · Contingency Fund | 0.00 | 5,500.00 | -5,500.00 | 0.0% |
| 511.992 · Debt Service 1999 Rev Bond | 13,871.25 | 91,100.00 | -77,228.75 | 15.2% |
| 511.993 · CRA/Community Redevelopment Age | 20,000.00 | 20,000.00 | 0.00 | 100.0% |
| 511.998 · Reserve / Contingency | 0.00 | 160,634.75 | -160,634.75 | 0.0% |
| Total 511.300 · Operating Expenditures | 149,284.41 | 423,484.75 | -274,200.34 | 35.3% |
| 511.600 · CAPITAL OUTLAY | -150.00 | | | |
| Total 511.000 · Commissioner Costs | 152,703.56 | 432,016.75 | -279,313.19 | 35.3% |
| 512.000 · CITY MANAGER | | | | |
| 512.100 · Employee Benefits | | | | |
| 512.210 · FICA TAXES-CM | 3,140.10 | | | |
| 512.100 · Employee Benefits - Other | 8,536.58 | 32,000.00 | -23,463.42 | 26.7% |
| Total 512.100 · Employee Benefits | 11,676.68 | 32,000.00 | -20,323.32 | 36.5% |
| 512.120 · Salaries and Wages | 41,187.20 | 97,316.00 | -56,128.80 | 42.3% |
| 512.300 · Operating Expenditures | | | | |
| 512.240 · Workers Compensation Insurance | 636.19 | 1,900.00 | -1,263.81 | 33.5% |
| 512.340 · Contractual Services | 0.00 | 500.00 | -500.00 | 0.0% |
| 512.410 · Communication Services | 1,010.08 | 2,100.00 | -1,089.92 | 48.1% |
| 512.420 · Postage | 96.71 | 650.00 | -553.29 | 14.9% |
| 512.460 · Repairs & Maintenance | 57.50 | 500.00 | -442.50 | 11.5% |
| 512.490 · Other Expenditures | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 512.540 · Education & Training | 0.00 | 3,000.00 | -3,000.00 | 0.0% |
| 512.541 · Travel, Meetings, and Dues | 855.29 | 2,000.00 | -1,144.71 | 42.8% |
| 512.991 · Contingency Fund | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| Total 512.300 · Operating Expenditures | 2,655.77 | 14,150.00 | -11,494.23 | 18.8% |
| Total 512.000 · CITY MANAGER | 55,519.65 | 143,466.00 | -87,946.35 | 38.7% |
| 513.000 · Administration | | | | |
| 513.100 · Employee Benefits | | | | |
| 513.210 · Fica Taxes - AD | 5,410.48 | | | |
| 513.100 · Employee Benefits - Other | 21,754.10 | 78,000.00 | -56,245.90 | 27.9% |
| Total 513.100 · Employee Benefits | 27,164.58 | 78,000.00 | -50,835.42 | 34.8% |
| 513.121 · Salaries and Wages | 70,653.10 | 170,916.00 | -100,262.90 | 41.3% |
| 513.140 · Overtime | 250.06 | 325.00 | -74.94 | 76.9% |
| 513.300 · Operating Expenditures | | | | |
| 513.240 · Workers Compensation Insurance | 1,226.17 | 4,500.00 | -3,273.83 | 27.2% |
| 513.340 · Contractual Svcs (Copier/Lease) | 2,652.61 | 7,000.00 | -4,347.39 | 37.9% |
| 513.410 · Communication Services | 1,782.15 | 15,000.00 | -13,217.85 | 11.9% |
| 513.420 · Postage | 1,657.82 | 5,000.00 | -3,342.18 | 33.2% |
| 513.430 · Utility Services | 980.97 | 3,500.00 | -2,519.03 | 28.0% |
| 513.460 · Repair & Maintenance | 131.60 | 5,000.00 | -4,868.40 | 2.6% |
| 513.490 · Other Expenditures | 603.81 | 9,500.00 | -8,896.19 | 6.4% |
| 513.510 · Office Supplies | 1,064.24 | 5,000.00 | -3,935.76 | 21.3% |
| 513.540 · Education and Training | 3.63 | 6,000.00 | -5,996.37 | 0.1% |
| 513.541 · Travel, Meetings, & Dues | 762.50 | 4,000.00 | -3,237.50 | 19.1% |
| 513.991 · Contingency Fund | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| Total 513.300 · Operating Expenditures | 10,865.50 | 66,000.00 | -55,134.50 | 16.5% |
| Total 513.000 · Administration | 108,933.24 | 315,241.00 | -206,307.76 | 34.6% |
| Total 510.000 · General Government | 317,156.45 | 890,723.75 | -573,567.30 | 35.6% |
| 521.000 · Police Department | | | | |

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb ... | Budget | \$ Over Budget | % of Budget |
|--|-------------------|-------------------|--------------------|--------------|
| 521.300 · Operating Expenditures - PD | | | | |
| 521.340 · Contractual Services - Sheriff | 273,530.00 | 547,060.00 | -273,530.00 | 50.0% |
| 521.410 · Communication Services | 756.17 | 2,000.00 | -1,243.83 | 37.8% |
| 521.430 · Utility Services | 980.97 | 3,000.00 | -2,019.03 | 32.7% |
| Total 521.300 · Operating Expenditures - PD | 275,267.14 | 552,060.00 | -276,792.86 | 49.9% |
| Total 521.000 · Police Department | 275,267.14 | 552,060.00 | -276,792.86 | 49.9% |
| 541.000 · Streets | | | | |
| 541.100 · Employee Benefits | | | | |
| 541.210 · Fica Taxes - ST | 954.74 | | | |
| 541.100 · Employee Benefits - Other | 6,425.19 | 20,400.00 | -13,974.81 | 31.5% |
| Total 541.100 · Employee Benefits | 7,379.93 | 20,400.00 | -13,020.07 | 36.2% |
| 541.120 · Salaries and Wages | 12,111.65 | 28,031.00 | -15,919.35 | 43.2% |
| 541.140 · Overtime | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 541.300 · Operating Expenditures - ST | | | | |
| 541.240 · Workers Compensation Insurance | 248.12 | 700.00 | -451.88 | 35.4% |
| 541.310 · Engineering | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 541.311 · NPDES Charges | 124.00 | | | |
| 541.340 · Contractual Services | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 541.400 · Petroleum Products | 217.38 | 3,500.00 | -3,282.62 | 6.2% |
| 541.410 · Communication Services | 202.25 | 2,400.00 | -2,197.75 | 8.4% |
| 541.430 · Utility Services | 14,495.96 | 40,000.00 | -25,504.04 | 36.2% |
| 541.460 · Repair and Maintenance | 4,943.70 | 11,000.00 | -6,056.30 | 44.9% |
| 541.490 · Other Expenditures | 90.00 | 1,000.00 | -910.00 | 9.0% |
| 541.521 · Supplies & Materials | 197.27 | 2,000.00 | -1,802.73 | 9.9% |
| 541.522 · Uniforms | 0.00 | 375.00 | -375.00 | 0.0% |
| 541.530 · Road Materials/Street Repair | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 541.630 · Street Signs | 0.00 | 5,000.00 | -5,000.00 | 0.0% |
| Total 541.300 · Operating Expenditures - ST | 20,518.68 | 72,475.00 | -51,956.32 | 28.3% |
| 541.600 · Capitial Outlay - ST | | | | |
| 541.603 · Trsfer Out-Restr. 5 Cent GasTx | 0.00 | 79,000.00 | -79,000.00 | 0.0% |
| Total 541.600 · Capitial Outlay - ST | 0.00 | 79,000.00 | -79,000.00 | 0.0% |
| Total 541.000 · Streets | 40,010.26 | 201,906.00 | -161,895.74 | 19.8% |
| 550.000 · Building and Code Enforcement | | | | |
| 550.100 · Employee Benefits | | | | |
| 550.210 · FICA TAXES- CODE | 1,596.94 | | | |
| 550.100 · Employee Benefits - Other | 5,562.69 | 22,400.00 | -16,837.31 | 24.8% |
| Total 550.100 · Employee Benefits | 7,159.63 | 22,400.00 | -15,240.37 | 32.0% |
| 550.120 · Salaries and Wages | 26,181.44 | 61,186.00 | -35,004.56 | 42.8% |
| 550.300 · Operating Expenditures | | | | |
| 550.240 · Workers Compensation Insurance | 411.22 | 1,200.00 | -788.78 | 34.3% |
| 550.311 · Legal Services & Magistrate | 456.00 | 5,000.00 | -4,544.00 | 9.1% |
| 550.340 · Contractual Services (Code Enf) | 0.00 | 20,000.00 | -20,000.00 | 0.0% |
| 550.400 · Petroleum Products | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 550.410 · Communication Services | 288.74 | 2,100.00 | -1,811.26 | 13.7% |
| 550.420 · Postage | 0.00 | 400.00 | -400.00 | 0.0% |
| 550.460 · Repairs and Maintenance | 669.07 | | | |
| 550.490 · Other Expenditures | 176.76 | 525.00 | -348.24 | 33.7% |
| 550.491 · Code Enforcement Other | 2,156.00 | 2,000.00 | 156.00 | 107.8% |
| 550.522 · Uniforms | 0.00 | 300.00 | -300.00 | 0.0% |
| 550.540 · Education & Training | 155.00 | 1,000.00 | -845.00 | 15.5% |
| 550.541 · Travel, Meetings & Dues | 75.00 | 2,000.00 | -1,925.00 | 3.8% |
| Total 550.300 · Operating Expenditures | 4,387.79 | 36,025.00 | -31,637.21 | 12.2% |
| Total 550.000 · Building and Code Enforcement | 37,728.86 | 119,611.00 | -81,882.14 | 31.5% |
| 571.000 · Library | | | | |

CITY OF EAGLE LAKE
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb ... | Budget | \$ Over Budget | % of Budget |
|---|-------------------|---------------------|----------------------|---------------|
| 571.100 · Employee Benefits | | | | |
| 571.210 · Fica Taxes - LB | 754.06 | | | |
| 571.100 · Employee Benefits - Other | 13,981.52 | 48,150.00 | -34,168.48 | 29.0% |
| Total 571.100 · Employee Benefits | 14,735.58 | 48,150.00 | -33,414.42 | 30.6% |
| 571.120 · Salaries and Wages | 9,857.01 | 26,410.00 | -16,552.99 | 37.3% |
| 571.128 · Delivery Van Drivers | | | | |
| 571.140 · Overtime | 0.00 | 4,500.00 | -4,500.00 | 0.0% |
| 571.212 · FICA VAN DRIVER | 2,225.01 | | | |
| 571.128 · Delivery Van Drivers - Other | 29,105.56 | 65,894.00 | -36,788.44 | 44.2% |
| Total 571.128 · Delivery Van Drivers | 31,330.57 | 70,394.00 | -39,063.43 | 44.5% |
| 571.300 · Operating Expenditures | | | | |
| 571.240 · Workers Compensation Insurance | 713.11 | 2,200.00 | -1,486.89 | 32.4% |
| 571.410 · Communication Services | 1,106.07 | 3,300.00 | -2,193.93 | 33.5% |
| 571.420 · Postage | 0.00 | 250.00 | -250.00 | 0.0% |
| 571.430 · Utility Services | 980.95 | 3,300.00 | -2,319.05 | 29.7% |
| 571.460 · Repair and Maintenance | 0.00 | 500.00 | -500.00 | 0.0% |
| 571.490 · Other Expenditures | 15.00 | | | |
| 571.510 · Office Supplies | 195.01 | 600.00 | -404.99 | 32.5% |
| 571.521 · Operating Expenses---LB Van Dri | 0.00 | 500.00 | -500.00 | 0.0% |
| 571.660 · Books & Materials | 324.28 | 1,500.00 | -1,175.72 | 21.6% |
| Total 571.300 · Operating Expenditures | 3,334.42 | 12,150.00 | -8,815.58 | 27.4% |
| Total 571.000 · Library | 59,257.58 | 157,104.00 | -97,846.42 | 37.7% |
| 572.000 · Parks & Rec | | | | |
| 572.100 · Employee Benefits | | | | |
| 572.210 · Fica Taxes - PR | 909.20 | | | |
| 572.100 · Employee Benefits - Other | 5,541.48 | 19,200.00 | -13,658.52 | 28.9% |
| Total 572.100 · Employee Benefits | 6,450.68 | 19,200.00 | -12,749.32 | 33.6% |
| 572.120 · Salaries and Wages | 12,025.32 | 27,851.00 | -15,825.68 | 43.2% |
| 572.140 · Overtime | 0.00 | 1,650.00 | -1,650.00 | 0.0% |
| 572.300 · Operating Expenditures | | | | |
| 572.240 · Workers Compensation Insurance | 239.54 | 750.00 | -510.46 | 31.9% |
| 572.340 · Contractual Services | 2,010.00 | 10,000.00 | -7,990.00 | 20.1% |
| 572.400 · Petroleum Products | 980.42 | 6,000.00 | -5,019.58 | 16.3% |
| 572.410 · Communication Services | 202.25 | 2,000.00 | -1,797.75 | 10.1% |
| 572.430 · Utility Services | 13,378.17 | 49,000.00 | -35,621.83 | 27.3% |
| 572.460 · Repair & Maintenance | 3,918.82 | 20,000.00 | -16,081.18 | 19.6% |
| 572.461 · Grounds-Bldg/Clean/Maint/Veh | 11,357.84 | 22,000.00 | -10,642.16 | 51.6% |
| 572.490 · Other Expenditures | 0.00 | 500.00 | -500.00 | 0.0% |
| 572.512 · Trick or Treat Lane | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 572.513 · Hometown Festival (Fireworks) | 0.00 | 5,500.00 | -5,500.00 | 0.0% |
| 572.521 · Supplies & Materials | 0.00 | 7,000.00 | -7,000.00 | 0.0% |
| 572.654 · Mistletoe Marketplace | 0.00 | 3,000.00 | -3,000.00 | 0.0% |
| 572.814 · CDBG (Grants) | 0.00 | 39,000.00 | -39,000.00 | 0.0% |
| 572.888 · Facilities Deposit Refunds - PR | 4,851.00 | | | |
| Total 572.300 · Operating Expenditures | 36,938.04 | 167,250.00 | -130,311.96 | 22.1% |
| Total 572.000 · Parks & Rec | 55,414.04 | 215,951.00 | -160,536.96 | 25.7% |
| 6560 · Payroll Expenses | -516.53 | | | |
| Total Expense | 784,317.80 | 2,137,355.75 | -1,353,037.95 | 36.7% |
| Net Ordinary Income | 544,110.19 | 0.00 | 544,110.19 | 100.0% |
| Net Income | 544,110.19 | 0.00 | 544,110.19 | 100.0% |

CITY OF EAGLE LAKE - UTILITY FUND

ACCOUNT BALANCE

FEB 2021

| | |
|---|---------------------|
| ACCOUNT BALANCE AS OF JAN 31, 2021 | 1,427,525.59 |
| DEPOSITS | 142,654.16 |
| CLEARED CHECKS | (8,450.11) |
| WITHDRAWALS/ACH | 0.00 |
| RETURNED CHECKS | 0.00 |
| ACCOUNT BALANCE AS OF FEB 28, 2021 | 1,561,729.64 |

OUTSTANDING CHECKS:

| | | |
|--------|--|----------|
| 18199 | KRISTINE COX - REF | (63.08) |
| 18219 | MARIA APARICIO - REF | (112.68) |
| 18286 | VICTORIA O'NEAL - REF | (179.52) |
| 18301 | JENNIFER WALLACE - REF | (58.77) |
| 18295 | DUSTIN WADLEY - REF | (25.40) |
| 18591 | MATTHEW MYERS - REF | (24.11) |
| 18672 | MARC PILKENTON - REF | (42.22) |
| 18737 | YANISSA DIAZ - REF | (29.22) |
| 18762 | JESMIN CHAMELI - REF | (11.30) |
| 18842 | MILTON LEE - REF | (150.00) |
| 18827 | ENEDINA PEREZ - REF | (51.73) |
| 18913 | BARBARA WEIAND - REF | (82.70) |
| JE #29 | | (215.00) |
| 19236 | ADVANCED FINGERPRINTING SERVICES - REF | (73.42) |
| 19295 | THOMAS RAY WOODARD - REF | (7.39) |
| 19424 | LOUIS KELLY - REF* | (18.20) |
| 19436 | VERNON KAY III - REF | (5.11) |
| 19445 | MATTHEW ASHMORE - REF | (41.49) |
| 19567 | DAWN ANDREWS - REF | (131.81) |
| 19692 | LUIS SANCHEZ - REF | (49.53) |
| 19719 | ANH NGUYEN - REF | (200.00) |
| 20015 | KEREN ALEXIS - REF | (95.26) |
| 20121 | MICHELLE RICHARDSON - REF | (45.26) |
| 20172 | COREY LEWIS - REF | (4.64) |
| 20283 | AROMA CHRISTIAN CHURCH - REF | (58.76) |
| 20390 | VICTOR WEN - REF | (147.48) |
| 20561 | SHEILA PAGE - REF | (120.13) |
| 20651 | MARIA CASTRO - REF | (44.32) |
| 20779 | JENESSA FEICHETEL - REF | (1.97) |
| 20857 | JENNIFER CORTES - REF | (2.37) |
| 21171 | ASHLEY ADKINS - REF | (8.09) |
| 21452 | MEREDITH HICKS - REF | (101.98) |
| 21448 | JOSEPH GARRARD - REF | (10.00) |

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

| | | |
|--------|--|-------------|
| 21507 | JESUS CANALES - REF | (31.23) |
| 21514 | CRYSTAL BRISENO - REF | (3.96) |
| 21598 | DIANA MERILUS - REF | (39.13) |
| 21635 | OFELIA TREJO - REF | (39.88) |
| 21682 | WALTER O'BYRNE - REF | (50.88) |
| 21667 | HEATHER MCKENZIE - REF | (19.42) |
| 21671 | KENNETH BRAMBLETT - REF | (7.08) |
| 21713 | SHELBY DIAZ - REF | (55.65) |
| 21740 | ALFONSO ARCADIO ESTRADA - REF | (166.24) |
| 21742 | JOHN RIDEOUT - REF | (40.76) |
| 21769 | RESHEENA HARDY - REF | (29.33) |
| 21801 | VSP TAMPA LLC - REF | (124.38) |
| 21783 | CITRAVEST MANAGEMENT - REF* | (116.32) |
| 21793 | PAULA TIERNEY - REF | (37.70) |
| 21789 | INFINITE ATHLETICS AND FITNESS LLC - REF | (26.69) |
| 21892 | TOM PERRY ST - REF | (30.81) |
| 21880 | JAMIE SKINNER - REF | (9.26) |
| 21941 | CITRAVEST MANAGEMENT - REF** | (122.65) |
| 21918 | CITRAVEST MANAGEMENT - REF** | (45.30) |
| 21972 | BRANDON GIBSON - REF | (31.01) |
| 22045 | CITRAVEST MANAGEMENT - REF** | (95.78) |
| 22027 | CITRAVEST MANAGEMENT - REF** | (77.35) |
| 22047 | CITRAVEST MANAGEMENT - REF** | (45.30) |
| JE #20 | | (947.78) |
| 22087 | STORMWATER UTILITY FUND | (7,908.00) |
| JE #20 | | (957.92) |
| 22117 | GENERAL FUND | (28,190.45) |
| 22107 | REPUBLIC SERVICES | (15,526.44) |
| 22114 | CITY OF BARTOW | (14,196.18) |
| 22098 | GENERAL FUND | (8,850.34) |
| 22116 | REPUBLIC SERVICES | (8,521.11) |
| 22115 | GENERAL FUND | (3,130.03) |
| 22108 | RUS FUND - | (2,629.00) |
| 22112 | WATER METER PROJECT-BB &T | (2,209.91) |
| 22102 | LIFT STATION ACCOUNT | (1,453.60) |
| 22109 | UTILITY SERVICE CO INC | (1,210.80) |
| 22095 | FLORIDA MIDLAND RAILROAD*** | (1,200.00) |
| 22094 | FERGUSON ENTERPRISES, INC. WATERWORKS | (880.90) |
| 22093 | CLERK AND AUDITOR | (743.68) |
| 22100 | GRAY ROBINSON* | (740.00) |
| 22090 | BOCC - FUEL | (609.61) |
| 22092 | CITY OF BARTOW | (556.74) |
| 22101 | HUGHES CORPORATE PRINTING LLC | (524.45) |
| 22106 | PREFERRED GOVERNMENTAL INSURANCE TRUST | (363.88) |
| 22096 | FRONTIER 863-294-6735-080991-5 | (213.87) |
| 22110 | VERIZON WIRELESS - CELL | (194.24) |
| 22111 | VICTOR MONTALVO - REF* | (186.00) |

CITY OF EAGLE LAKE - UTILITY FUND
ACCOUNT BALANCE

| | | |
|-------|---------------------------------|----------|
| 22113 | CITRAVEST MANAGEMENT - REF**** | (122.65) |
| 22089 | BENCHMARK ENVIROANALYSITCAL INC | (96.00) |
| 22099 | GLT OFFICE PLUS BUSINESS CENTER | (81.89) |
| 22103 | MEGG INVESTMENTS OF POLK - REF | (79.52) |
| 22097 | FRONTIER 863-401-2708-011298-5 | (78.01) |
| 22105 | ON LINE INFORMATION SERVICES | (74.98) |
| 22104 | ON LINE COLLECTIONS | (67.79) |
| 22091 | CITRAVEST MANAGEMENT - REF**** | (45.30) |
| 22088 | ASAP PROGRAMS | (36.00) |
| 22119 | YOLANDA WILLIAMS - REF | (200.00) |

(106,286.12)

| | | |
|-----------------|------------|-----------|
| Deposit | 09/24/2020 | 7,565.00 |
| General Journal | 01/15/2021 | 947.78 |
| General Journal | 02/23/2021 | 957.92 |
| Deposit | 02/24/2021 | 205.00 |
| General Journal | 02/24/2021 | 3,457.37 |
| General Journal | 02/25/2021 | 3,581.20 |
| Deposit | 02/26/2021 | 205.00 |
| Deposit | 02/26/2021 | 205.00 |
| General Journal | 02/26/2021 | 1,713.88 |
| Deposit | 02/26/2021 | 10,880.85 |
| General Journal | 02/27/2021 | 30.00 |
| General Journal | 02/28/2021 | 605.00 |

TOTAL OUTSTANDING DEPOSITS:

30,354.00

REMAINING ACCOUNT BALANCE:

1,485,797.52

City of Eagle Lake-Utility Fund
Balance Sheet
As of February 28, 2021

| | Feb 28, 21 |
|---|---------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 101.108 · UNRESTRICTED CASH - ALL | |
| 101.109 · CS- UTILITY FUND | 1,485,797.52 |
| Total 101.108 · UNRESTRICTED CASH - ALL | 1,485,797.52 |
| 102.216 · PETTY CASH-DRAWER SET UP | 50.00 |
| 150.001 · RESTRICTED CASH - ALL | |
| 101.104 · CS STORMWATER UTILITY FUND | 218,022.37 |
| 101.110 · CS- DEPOSIT FUND | 251,936.48 |
| 101.111 · CS - WATER IMPACT FUND | 10,458.85 |
| 101.112 · CS- SEWER IMPACT FUND | 9,247.04 |
| 101.121 · CS- WATER IMPACT SAVINGS | 740,571.69 |
| 101.122 · CS- SEWER IMPACT SAVINGS | 497,396.38 |
| 101.215 · WATER METER PROJECT-BB&T | 42,972.89 |
| 151.113 · CS- RUS FUND | 44,732.46 |
| 151.114 · CS- SRF SINKING FUND | 5,458.12 |
| 151.116 · CS- LIFT STATION FUND | 19,682.86 |
| Total 150.001 · RESTRICTED CASH - ALL | 1,840,479.14 |
| Total Checking/Savings | 3,326,326.66 |
| Accounts Receivable | |
| 1200 · *Accounts Receivable | 39,574.36 |
| Total Accounts Receivable | 39,574.36 |
| Other Current Assets | |
| 110.000 · Accounts Receivable, Net | |
| 115.100 · Accounts Receivable | 189,644.63 |
| 116.100 · Unbilled Accounts Receivable | 52,421.16 |
| 116.110 · Utility Returned Checks Rec. | 10,434.93 |
| 117.100 · Allowance for Bad Debts | -7,764.16 |
| Total 110.000 · Accounts Receivable, Net | 244,736.56 |
| 131.000 · Due From Other Funds | |
| 131.250 · Due to/from General Fund | 10,467.05 |
| 131.350 · Due From/To Gen.Fund - Other | 2,727.42 |
| 207.100 · Due to General Fund-Payroll | -11,673.17 |
| 207.200 · Due to General Fund-Sani/Storm | 15,772.00 |
| Total 131.000 · Due From Other Funds | 17,293.30 |
| 141.100 · Inventory of Supplies | 10,749.32 |
| 1499 · Undeposited Funds | 2,109.40 |
| Total Other Current Assets | 274,888.58 |
| Total Current Assets | 3,640,789.60 |
| Fixed Assets | |
| 160.900 · Fixed Assets, Net | |
| 161.900 · Land-Water | 28,526.62 |
| 164.900 · Water Plant | 2,456,640.73 |
| 164.901 · Sewer Plant | 5,589,632.51 |
| 164.902 · Stormwater Plant | 1,913,068.76 |
| 166.900 · Furniture & Equipment - Water | 459,676.60 |
| 166.901 · Furniture & Equipment - Sewer | 116,195.16 |
| 167.900 · Accumulated Depreciation-Water | -1,704,443.45 |
| 167.901 · Accumulated Depr - Sewer | -3,214,640.63 |
| 167.902 · Accumulated Depr. - Stormwater | -469,818.23 |
| Total 160.900 · Fixed Assets, Net | 5,174,838.07 |
| Total Fixed Assets | 5,174,838.07 |

City of Eagle Lake-Utility Fund
Balance Sheet
As of February 28, 2021

| | Feb 28, 21 |
|--|---------------------|
| TOTAL ASSETS | 8,815,627.67 |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 202.100 · Accounts Payable | 27,745.71 |
| Total Accounts Payable | 27,745.71 |
| Other Current Liabilities | |
| 202.500 · Polk County Utility Tax | 2,067.95 |
| 202.501 · Bartow Sewer Impact Fee Payable | 71,820.00 |
| 208.100 · DUE TO STATE-UNCLAIMED PROPERTY | -410.24 |
| 215.000 · Accrued Payroll and Benefits | 11,634.99 |
| 217.000 · Accrued Compensated Absences | |
| 217.100 · Accrued Sick Pay | 54,534.00 |
| 217.200 · Accrued Vacation Pay | 18,917.48 |
| 217.300 · Accrued Compensatory Time | 4,720.62 |
| Total 217.000 · Accrued Compensated Absences | 78,172.10 |
| 220.100 · Customer Deposits | 254,066.48 |
| 232.950 · Accrued Interest Payable | 13,455.32 |
| 239.100 · OPEB LIABILITY | 35,932.86 |
| Total Other Current Liabilities | 466,739.46 |
| Total Current Liabilities | 494,485.17 |
| Long Term Liabilities | |
| 203.100 · State Revolving Loan - SW | 487,125.13 |
| 203.120 · RUS Water Revenue Bonds - 2007 | 490,631.00 |
| 203.130 · USDA - Water Meter Loan | 105,489.00 |
| 203.140 · USDA LOAN - LIFT STATIONS | 394,788.00 |
| 203.150 · CURRENT PORTION OF LONG TERM D | 140,852.77 |
| 203.155 · LESS CURRENT PORTION OF LTD | -140,852.77 |
| 203.902 · PLATINUM BANK - HARRISON | 0.01 |
| Total Long Term Liabilities | 1,478,033.14 |
| Total Liabilities | 1,972,518.31 |
| Equity | |
| 281.500 · Retained Earnings | 6,377,866.51 |
| Net Income | 465,242.85 |
| Total Equity | 6,843,109.36 |
| TOTAL LIABILITIES & EQUITY | 8,815,627.67 |

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb 21 | Budget | \$ Over Budget | % of Budget |
|---|---------------------|---------------------|--------------------|-----------------|
| Ordinary Income/Expense | | | | |
| Income | | | | |
| 324.210 · Impact Fees-Water-residential | 110,000.00 | | | |
| 324.211 · Impact Fees-Sewer-residential | 45,931.74 | | | |
| 343.000 · Charges for Services | | | | |
| 343.300 · Water Charges / User Fee | 230,873.37 | 510,000.00 | -279,126.63 | 45.3% |
| 343.310 · Water Taps | 8,700.00 | 3,000.00 | 5,700.00 | 290.0% |
| 343.311 · New Water Meters | 22,055.00 | 5,000.00 | 17,055.00 | 441.1% |
| 343.312 · Water Reconnect Fee | 75.00 | 8,000.00 | -7,925.00 | 0.9% |
| 343.330 · Service Charge - 1/2 | 14,976.58 | 16,000.00 | -1,023.42 | 93.6% |
| 343.360 · Customer Billing Fee - 1/3 | 24,927.00 | 52,000.00 | -27,073.00 | 47.9% |
| 343.400 · Garbage Collection | | | | |
| 343.410 · GARBAGE TOTE SALES | 385.20 | | | |
| 343.400 · Garbage Collection - Other | 200,535.26 | 410,000.00 | -209,464.74 | 48.9% |
| Total 343.400 · Garbage Collection | 200,920.46 | 410,000.00 | -209,079.54 | 49.0% |
| 343.500 · Sewer Charges / User Fee | 301,084.32 | 663,000.00 | -361,915.68 | 45.4% |
| 343.510 · Tap Fees - Sewer | 2,600.00 | 3,000.00 | -400.00 | 86.7% |
| 343.520 · Polk County Utility Tax-CITY SH | 49.42 | 100.00 | -50.58 | 49.4% |
| 343.900 · Stormwater Fees | 27,559.00 | 60,000.00 | -32,441.00 | 45.9% |
| 349.000 · Late Fees - 1/2 | 16,010.00 | 30,000.00 | -13,990.00 | 53.4% |
| Total 343.000 · Charges for Services | 849,830.15 | 1,760,100.00 | -910,269.85 | 48.3% |
| 361.000 · Interest Income | 2,000.05 | 3,600.00 | -1,599.95 | 55.6% |
| 369.901 · Miscellaneous Income - 1/2 | | | | |
| 369.902 · Initial Set Up Fees Revenue | 460.00 | | | |
| 369.901 · Miscellaneous Income - 1/2 - Other | 21,864.26 | 2,000.00 | 19,864.26 | 1,093.2% |
| Total 369.901 · Miscellaneous Income - 1/2 | 22,324.26 | 2,000.00 | 20,324.26 | 1,116.2% |
| Total Income | 1,030,086.20 | 1,765,700.00 | -735,613.80 | 58.3% |
| Gross Profit | 1,030,086.20 | 1,765,700.00 | -735,613.80 | 58.3% |
| Expense | | | | |
| 533.000 · Water | | | | |
| 533.100 · Employee Benefits | 21,426.12 | 66,000.00 | -44,573.88 | 32.5% |
| 533.120 · Salaries and Wages | 52,744.97 | 123,568.00 | -70,823.03 | 42.7% |
| 533.125 · On Call Pay | 3,579.02 | 8,200.00 | -4,620.98 | 43.6% |
| 533.140 · Overtime | 578.15 | 3,500.00 | -2,921.85 | 16.5% |
| 533.300 · Operating Expenses | | | | |
| 533.240 · Insurance | 1,174.06 | 3,000.00 | -1,825.94 | 39.1% |
| 533.310 · Engineering Services | 15,526.59 | 5,000.00 | 10,526.59 | 310.5% |
| 533.311 · Legal Services | 9,382.25 | 1,500.00 | 7,882.25 | 625.5% |
| 533.320 · Accounting & Auditing - WD | 5,250.00 | 6,000.00 | -750.00 | 87.5% |
| 533.340 · Contractual Services | 750.00 | 6,500.00 | -5,750.00 | 11.5% |
| 533.400 · Petroleum Products | 1,277.05 | 10,000.00 | -8,722.95 | 12.8% |
| 533.410 · Communications Services | 2,503.55 | 6,500.00 | -3,996.45 | 38.5% |
| 533.420 · Postage Supplies & Billing 1/3 | 2,717.92 | 8,500.00 | -5,782.08 | 32.0% |
| 533.430 · Utilities | 14,714.50 | 57,000.00 | -42,285.50 | 25.8% |
| 533.450 · Insurance Auto & Equipment | 6,415.78 | 15,000.00 | -8,584.22 | 42.8% |
| 533.460 · Repairs & Maint Svc (Equip/Veh) | 7,097.31 | 25,000.00 | -17,902.69 | 28.4% |
| 533.480 · ADVERTISING | 0.00 | 2,500.00 | -2,500.00 | 0.0% |
| 533.490 · Other Expenditures | 580.29 | 1,200.00 | -619.71 | 48.4% |
| 533.521 · Supplies & Materials (Tools) | 3,600.00 | 5,000.00 | -1,400.00 | 72.0% |
| 533.522 · Uniforms | 248.59 | 900.00 | -651.41 | 27.6% |
| 533.540 · Education and Training | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 533.541 · Travel, Meetings, & Dues | 41.61 | 1,200.00 | -1,158.39 | 3.5% |
| 533.555 · Chemicals | 0.00 | 14,500.00 | -14,500.00 | 0.0% |
| 533.560 · POLK REGIONAL WATER COOPERATI... | 517.92 | 2,500.00 | -1,982.08 | 20.7% |
| 533.581 · Transfer to General Fund/Adm | 17,708.35 | 60,900.00 | -43,191.65 | 29.1% |
| 533.602 · Repairs & Maint Svc (Plants) | 15,246.65 | 40,000.00 | -24,753.35 | 38.1% |
| 533.996 · Debt Service Rus Water | 0.00 | 54,709.00 | -54,709.00 | 0.0% |
| 533.998 · Reserve/Contingency | 0.00 | 63,100.00 | -63,100.00 | 0.0% |

City of Eagle Lake-Utility Fund
Profit & Loss Budget vs. Actual
October 2020 through February 2021

| | Oct '20 - Feb 21 | Budget | \$ Over Budget | % of Budget |
|--|------------------|--------------|----------------|-------------|
| Total 533.300 · Operating Expenses | 104,752.42 | 392,009.00 | -287,256.58 | 26.7% |
| 533.600 · Capital Outlay - WD | 0.00 | 40,000.00 | -40,000.00 | 0.0% |
| 533.900 · Bad Debt Expense - WD | 1,104.44 | | | |
| Total 533.000 · Water | 184,185.12 | 633,277.00 | -449,091.88 | 29.1% |
| 534.000 · Solid Waste | | | | |
| 534.300 · Operating Expenses | | | | |
| 534.340 · Contract for Solid Waste | 105,785.98 | 280,000.00 | -174,214.02 | 37.8% |
| 534.913 · Due to Gen Fund Admin S Waste | 8,835.00 | 21,204.00 | -12,369.00 | 41.7% |
| Total 534.300 · Operating Expenses | 114,620.98 | 301,204.00 | -186,583.02 | 38.1% |
| Total 534.000 · Solid Waste | 114,620.98 | 301,204.00 | -186,583.02 | 38.1% |
| 535.000 · Sewer/Waste Water Services | | | | |
| 535.100 · Employee Benefits | 22,628.30 | 60,000.00 | -37,371.70 | 37.7% |
| 535.120 · Salaries and Wages | 54,943.48 | 125,498.00 | -70,554.52 | 43.8% |
| 535.125 · On Call Pay | 3,689.57 | 8,500.00 | -4,810.43 | 43.4% |
| 535.140 · Overtime | 367.44 | 3,000.00 | -2,632.56 | 12.2% |
| 535.300 · Operating Expenses | | | | |
| 535.240 · Insurance | 1,149.16 | 2,500.00 | -1,350.84 | 46.0% |
| 535.310 · Engineering | 1,375.68 | 5,000.00 | -3,624.32 | 27.5% |
| 535.311 · Legal Services | 0.00 | 600.00 | -600.00 | 0.0% |
| 535.312 · NPDES Charges | 0.00 | 1,000.00 | -1,000.00 | 0.0% |
| 535.320 · Accounting & Auditing - SW | 5,250.00 | 11,000.00 | -5,750.00 | 47.7% |
| 535.340 · Contractual Services | 1,200.00 | 4,000.00 | -2,800.00 | 30.0% |
| 535.400 · Petroleum Products | 873.60 | 10,000.00 | -9,126.40 | 8.7% |
| 535.410 · Communications Services | 1,254.94 | 4,000.00 | -2,745.06 | 31.4% |
| 535.420 · Postage Supplies & Billing 1/3 | 2,786.84 | 8,500.00 | -5,713.16 | 32.8% |
| 535.430 · Utilities | 5,170.44 | 28,000.00 | -22,829.56 | 18.5% |
| 535.431 · Wastewater Treatment - SW | 62,440.00 | 148,000.00 | -85,560.00 | 42.2% |
| 535.450 · Insurance Auto & Equip | 8,174.46 | 29,500.00 | -21,325.54 | 27.7% |
| 535.460 · Repairs & Maint Svc (Equip/Veh) | 530.35 | 5,000.00 | -4,469.65 | 10.6% |
| 535.490 · Other Expenditures | 183.67 | 500.00 | -316.33 | 36.7% |
| 535.521 · Supplies & Materials (Tools) | 0.00 | 1,500.00 | -1,500.00 | 0.0% |
| 535.522 · Uniforms | 248.59 | 900.00 | -651.41 | 27.6% |
| 535.541 · Travel, Meetings & Dues | 41.61 | 1,500.00 | -1,458.39 | 2.8% |
| 535.581 · Transfer Out - Other Funds | 17,708.35 | 60,900.00 | -43,191.65 | 29.1% |
| 535.602 · Repairs & Maint-Syst (Lift Sta) | 1,425.43 | 12,000.00 | -10,574.57 | 11.9% |
| 535.994 · Debt Service SRF 201 Planning | 57,510.16 | 115,000.00 | -57,489.84 | 50.0% |
| 535.995 · Lift Station Debt Svc-Bond Pmt | 17,085.18 | 21,721.00 | -4,635.82 | 78.7% |
| 535.998 · Reserve / Contingency | 0.00 | 63,100.00 | -63,100.00 | 0.0% |
| Total 535.300 · Operating Expenses | 184,408.46 | 534,221.00 | -349,812.54 | 34.5% |
| Total 535.000 · Sewer/Waste Water Services | 266,037.25 | 731,219.00 | -465,181.75 | 36.4% |
| 535.600 · Capital Outlay | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| 538.581 · Trnsfer of Stormwater Fees | 0.00 | 50,000.00 | -50,000.00 | 0.0% |
| Total Expense | 564,843.35 | 1,765,700.00 | -1,200,856.65 | 32.0% |
| Net Ordinary Income | 465,242.85 | 0.00 | 465,242.85 | 100.0% |
| Net Income | 465,242.85 | 0.00 | 465,242.85 | 100.0% |

CITY OF EAGLE LAKE - CRA

ACCOUNT BALANCE

FEB 2021

| | |
|---|--------------------------|
| ACCOUNT BALANCE AS OF JAN 31, 2021 | 211,114.08 |
| DEPOSITS | 40.49 |
| CLEARED CHECKS | 0.00 |
| WITHDRAWALS/ACH | 0.00 |
| RETURNED CHECKS | 0.00 |
| ACCOUNT BALANCE AS OF FEB 28, 2021 | <u>211,154.57</u> |
| OUTSTANDING CHECKS: | |
| TOTAL OUTSTANDING CHECKS | <u>0.00</u> |
| REMAINING ACCOUNT BALANCE | <u>211,154.57</u> |

City of Eagle Lake CRA
Balance Sheet
As of February 28, 2021

| | <u>Feb 28, 21</u> |
|---|--------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| 101.408 · PB- CRA COMMUNITY REDEVELOPMENT | 211,154.57 |
| Total Checking/Savings | 211,154.57 |
| Other Current Assets | |
| 131.382 · DUE TO GENERAL FUND-ADMIN FEES | -11,934.94 |
| Total Other Current Assets | -11,934.94 |
| Total Current Assets | 199,219.63 |
| TOTAL ASSETS | <u>199,219.63</u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| 202.000 · Accounts Payable | 2,189.24 |
| Total Accounts Payable | 2,189.24 |
| Other Current Liabilities | |
| 131.390 · DUE TO GENERAL FUND --LOAN PAY | 16,000.00 |
| Total Other Current Liabilities | 16,000.00 |
| Total Current Liabilities | 18,189.24 |
| Total Liabilities | 18,189.24 |
| Equity | |
| 1110 · Retained Earnings | 130,513.98 |
| Net Income | 50,516.41 |
| Total Equity | 181,030.39 |
| TOTAL LIABILITIES & EQUITY | <u>199,219.63</u> |

City of Eagle Lake CRA
Profit & Loss Budget vs. Actual
 October 2020 through February 2021

| | <u>Oct '20 - F...</u> | <u>Budget</u> | <u>\$ Over Bu...</u> | <u>% of Budget</u> |
|---|-----------------------|---------------|----------------------|--------------------|
| Income | | | | |
| 310.000 · Taxes-Other | | | | |
| 311.100 · CRA Ad Valorem taxes - E.L. | 20,000.00 | 20,000.00 | 0.00 | 100.0% |
| 311.101 · Polk Cty.-tax increment EL-... | 39,919.75 | 39,500.00 | 419.75 | 101.1% |
| Total 310.000 · Taxes-Other | 59,919.75 | 59,500.00 | 419.75 | 100.7% |
| 361.100 · Interest Income | 186.13 | 270.00 | -83.87 | 68.9% |
| Total Income | 60,105.88 | 59,770.00 | 335.88 | 100.6% |
| Gross Profit | 60,105.88 | 59,770.00 | 335.88 | 100.6% |
| Expense | | | | |
| 510.000 · Operating Expenses | | | | |
| 510.311 · Legal Services | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 510.313 · Planning Services | 0.00 | 2,000.00 | -2,000.00 | 0.0% |
| 510.420 · Postage, Supplies & Materi... | 0.00 | 100.00 | -100.00 | 0.0% |
| 510.430 · Utilities | 698.28 | 2,000.00 | -1,301.72 | 34.9% |
| 510.460 · Repair & Maint Service | 175.00 | 1,000.00 | -825.00 | 17.5% |
| 510.470 · Printing and Binding-CRA | 0.00 | 500.00 | -500.00 | 0.0% |
| 510.480 · Advertising | 0.00 | 500.00 | -500.00 | 0.0% |
| 510.510 · Office Supplies - CRA | 381.19 | 500.00 | -118.81 | 76.2% |
| 510.520 · OPERATING SUPPLIES | 0.00 | 500.00 | -500.00 | 0.0% |
| 510.541 · Travel, Meetings and Dues | 0.00 | 100.00 | -100.00 | 0.0% |
| 510.832 · Facade Grant | 0.00 | 4,000.00 | -4,000.00 | 0.0% |
| 510.991 · CRA CONTIGENCY | 0.00 | 23,566.00 | -23,566.00 | 0.0% |
| Total 510.000 · Operating Expenses | 1,254.47 | 36,766.00 | -35,511.53 | 3.4% |
| 510.320 · Accounting & Auditing | 0.00 | 3,000.00 | -3,000.00 | 0.0% |
| 510.581 · Transfer Out - Other Funds | 8,335.00 | 20,004.00 | -11,669.00 | 41.7% |
| Total Expense | 9,589.47 | 59,770.00 | -50,180.53 | 16.0% |
| Net Income | 50,516.41 | 0.00 | 50,516.41 | 100.0% |

Jan 2021 – Mar 2021 Bad Debt List

| Acct# | Name | Service Location | Status | Balance |
|-----------------|----------------------|-------------------------|------------|--------------------|
| 5952 | CITRAVEST MANAGEMENT | 167 FALL GLO RD | 02/04/2021 | 22.67 |
| 3509 | GONZALEZ, JOSE | 406 VARNADOE RD | 03/09/2021 | 482.74 |
| 4863 | MARTINEZ, JOSHUA | 200 OAK ST | 03/02/2021 | 73.2 |
| 5848 | MURRAY, JOSHUA | 113 FALL GLO RD | 03/24/2021 | 347.55 |
| 6130 | NAIR, JAMES | 65 S 6TH ST | 03/08/2021 | 113.17 |
| 6243 | NORTHERN, DOMINIQUE | 339 SQUIRES GROVE DR | 02/01/2021 | 110.65 |
| 5508 | ROBINSON, VICTORIA | 2110 CABERNET CT | 03/02/2021 | 198.18 |
| 6007 | SANCHEZ, CASSANDRA | 241 GROVE BRANCH RD | 02/01/2021 | 96.07 |
| Total Bad Debt: | | | | <u>\$ 1,444.23</u> |