

POLK REGIONAL WATER COOPERATIVE

Resolution 2025-22

A RESOLUTION OF THE POLK REGIONAL COOPERATIVE, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, RELATING TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING AN AMENDMENT TO DESIGN LOAN DW532001 AGREEMENT TO REDUCE THE LOAN AMOUNT FROM \$21,906,290.00 TO \$21,866,688.00 (EXCLUDING CAPITALIZED INTEREST) AND TO MAKE CERTAIN OTHER TECHNICAL AMENDMENTS; APPROVING THE FORM OF AMENDMENT 3 TO THE LOAN AGREEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY,

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

WHEREAS, Florida Statutes provide for the State of Florida Department of Environmental Protection (“Department”) Drinking Water State Revolving Fund (“State Revolving Fund”) to make loans to local government agencies to finance the construction of drinking water facilities; and

WHEREAS, the Florida Administrative Code requires authorization to apply for loans, to establish pledged revenues, to designate an authorized representative, to provide assurances of compliance with the loan program requirements, and to enter into a loan agreement; and

WHEREAS, the Cooperative Board of Directors authorized staff to apply to the Department for State Revolving Fund Loans for planning, design and other related activities associated with the Southeast Wellfield and the West Polk Lower Floridan Aquifer Projects (the “Projects”); and

WHEREAS, on July 13, 2022, the Cooperative Board of Directors adopted Resolution No. 2022-08 approving Drinking Water State Revolving Fund Design Loan Agreement DW532001, on January 18, 2023, the Cooperative Board of Directors adopted Resolution No. 2023-03 approving Amendment No. 1 to Drinking water State Revolving Fund Design Loan Agreement DW532001, and on May 15, 2024, the Cooperative Board of Directors adopted Resolution No. 2024-14 approving Amendment 2 to Drinking Water State Revolving Fund Design Loan Agreement DW532001 (collectively the “SRF Resolutions”), all relating to the Projects; and

WHEREAS, the Department has requested the Cooperative to amend the Loan Agreement to reduce the original loan amount from \$21,906,290.00 to \$21,866,688.00 to reflect actual costs; and

WHEREAS, the revised total amount of the Loan is \$22,803,392.01, which consists of \$21,866,688.00 disbursed to the Project Sponsor plus accrued Capitalized Interest of \$478,971.01 and a service fee charge of \$437,733.00; and

WHEREAS, this change will modify the Semiannual Loan Repayment to \$1,240,875.79, such payments to be made to the Department on September 25, 2025 and semiannually thereafter on March 15 and September 15 of each year until all amounts have been duly paid; and

WHEREAS, the Loan is secured as a Bond under the Master Bond Resolution; and

WHEREAS, the Cooperative intends to enter into Amendment 3 to the Loan Agreement in substantially the form attached hereto as **Exhibit "A"** (the "Loan Agreement Amendment No. 3") for financing the activities associated with this Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE POLK REGIONAL WATER COOPERATIVE AS FOLLOWS:

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

Section 2. The Cooperative is authorized to pledge for the repayment of the Amended Loan, and hereby reaffirms the pledge of, the "Pledged Revenues" as defined in the Master Bond Resolution on a parity with Bonds (as defined in the Master Bond Resolution) issued thereunder in accordance with the thereof. Such Pledged Revenues include the payments that the Southeast Wellfield Project Participants are obligated to make to the Cooperative under the SEWF Implementation Agreement, as amended from time to time ("Implementation Agreement"). The Amended Loan will constitute a Series of Bonds (such capitalized terms are defined in the Master Bond Resolution) issued under the Master Bond Resolution, entitled to all the security and benefits thereof.

Section 3. Each of the Chairman and the Vice-Chairman, acting individually, is hereby designated as an authorized representative and signatory of the Cooperative (each an "Authorized Signatory") to provide the assurances and commitments required by the Amended Loan.

Section 4. The Cooperative is authorized to execute Loan Agreement Amendment No. 3 with the State Revolving Fund in substantially the form attached hereto as **Exhibit "A"**. The form and terms of Loan Agreement Amendment No. 3 attached hereto and any related documents (collectively, the "Amended Loan Documents") are hereby approved, and the Authorized Signatories are authorized to execute and deliver the same, with such changes, insertions, omissions and filling of blanks as may be approved by the Authorized Signatory executing the same, such approval to be conclusively evidenced by the execution thereof by such Authorized Signatory, and there is hereby delegated to the Authorized Signatories execution of the Loan Agreement Amendment No. 3. The Authorized Signatories are hereby authorized to execute and deliver on behalf of the Cooperative the Amended Loan Documents as provided hereby and the Secretary

is hereby authorized to attest any such signatures on any such documents and to affix the Cooperative's seal thereto to the extent required by such documents. All officials and employees of the Cooperative, including, without limitation, the Authorized Signatories, are authorized and empowered, collectively or individually, to take all other actions and steps and to execute all instruments, documents, and contracts on behalf of the Cooperative as they shall deem necessary or desirable in connection with the Amended Loan and the carrying out of the intention of this Resolution, including, without limitation, paying costs related hereto. The Chairman is authorized to delegate responsibility to appropriate Cooperative staff to carry out technical, financial, and administrative activities associated with the Loan Agreement Amendment No. 3.

Section 5. The Loan is not secured by the Composite Reserve Account or by any special account in the Reserve Fund.

Section 6. The legal authority to incur debt, liabilities or obligations, as necessary to construct this Project consists of Article VIII, Section 1 and 2, Constitution of the State of Florida, Sections 163.01(7) and 373.713(2), Florida Statutes (2022), Section 2.04 of the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative and Section 15 of the SEWF Implementation Agreement.

Section 7. All resolutions or part of resolutions in conflict with any of this Resolution are hereby repealed. All prior actions of officials and employees of the Cooperative, including, without limitation, the Authorized Signatories, with respect to the Amended Loan are hereby ratified, confirmed and approved.

Section 8. If a section or portion of a section of this Resolution proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Resolution.

Section 9. The Resolution shall become effective immediately upon its passage and adoption.

DONE at Winter Haven, Florida this 30th day of July, 2025

Board of Directors of the Polk Regional Water Cooperative:

Chair

Executive Director

Approved as to Form:

Edward P. de la Parte
Legal Counsel

EXHIBIT A

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT DW532001
POLK REGIONAL WATER COOPERATIVE**

[See Attached 3 Pages]

**STATE REVOLVING FUND
AMENDMENT 3 TO LOAN AGREEMENT DW532001
POLK REGIONAL WATER COOPERATIVE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and POLK REGIONAL WATER COOPERATIVE (Project Sponsor) existing as an independent special district created pursuant to Chapter 189 Florida Statutes, Section 373.1962, Florida Statutes, and the Interlocal Agreement creating the Polk Regional Water Cooperative (“Interlocal Agreement”) entered into on June 1, 2016 pursuant to Chapter 163.01, Florida Statutes. Collectively, the Department and the Project Sponsor shall be referred to as “Parties” or individually as “Party”.

The Department and the Project Sponsor entered into a State Revolving Fund Loan Agreement, Number DW532001, as amended, authorizing a Loan amount of \$21,906,290, excluding Capitalized Interest; and

The Loan Amount, Semiannual Loan Payment amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

Certain provisions of the Agreement need to be revised.

The Parties hereto agree as follows:

1. The total amount awarded is reduced by \$19,602. The revised total amount awarded is \$21,886,688.

2. The Loan Service Fee is \$437,733. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$21,886,688.

3. The total amount of the Loan is \$22,803,392.01. This consists of \$21,886,688.00 disbursed to the Project Sponsor, plus accrued Capitalized Interest of \$478,971.01 and service fee charges of \$437,733.00.

4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$1,240,875.79. Such payments shall be received by the Department on September 15, 2025 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid.

5. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Project Sponsor Pursuant to this Agreement Consist of the Following:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Drinking Water Revolving Loan TF	37.076	Drinking Water Facility Construction	\$21,886,688	140129

6. Project Costs are revised as follows:

The Project Sponsor and the Department acknowledge that changes in Project costs may occur as a result of an audit. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

CATEGORY	PROJECT COSTS (\$)
Design Activities	21,886,688.00
Capitalized Interest	478,971.01
TOTAL (Loan Principal Amount)	22,365,659.01

7. All other terms and provisions of the Loan Agreement shall remain in effect.

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This Amendment 3 to Loan Agreement DW532001 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
POLK REGIONAL WATER COOPERATIVE

Nathaniel Birdsong, Chairman

Attest:

Approved as to form and legal sufficiency:

Eric DeHaven, Clerk
SEAL

Edward de la Parte, Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Secretary or Designee

Date