

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: August 2, 2021
RE: **Interlocal Bulk Wastewater Service Agreement with Polk County for Wastewater Service within the Combeewood Area**

Polk County Utilities currently operates a wastewater collection system and treatment plant serving the Combeewood area. This area is generally located west of S. Combee Road along Eastside Drive and includes Timberlane W., Oakleaf Drive and Timberlane E. See Exhibit A of the Agreement, which outlines the subject area. The area primarily consists of multifamily residential units, but does include a few detached single-family and commercial units. The City's wastewater service boundary surrounds but does not include the Combeewood area, although the City does currently own and operate the potable water system serving Combeewood.

Polk County Utilities is interested in decommissioning the wastewater treatment plant that serves this area and has proposed installing a pump station and force main to pump the wastewater from the area to the City's collection system for treatment at the Glendale Wastewater Treatment Plant. The existing wastewater collection system and the proposed pump station will remain under Polk County's ownership and responsibility, while the proposed force main will become the City's asset after construction. The City does have wastewater capacity to serve this area.

Per the proposed agreement, Polk County Utilities will be responsible for the procurement and cost of design, permitting and construction of all new facilities. A wastewater flow meter will be installed at the pump station and will be used by the City for billing purposes. Polk County will be responsible for the base monthly fees and volumetric charges based on the flow meter. In addition, Polk County will pay the City of Lakeland all applicable impact fees, which have been calculated based on current rates to total approximately \$480,000.

It is recommended that the City Commission approve the attached Interlocal Bulk Wastewater Service Agreement between Polk County and the City of Lakeland and that the appropriate City officials be authorized to execute the Agreement on behalf of the City.

Attachment

**INTERLOCAL BULK WASTEWATER SERVICE AGREEMENT
BETWEEN
THE CITY OF LAKELAND, FLORIDA,
AND POLK COUNTY, FLORIDA**

This Interlocal Agreement (“Agreement”) is made and entered into as of the Effective Date defined in Section 3.14 below, by and among the CITY OF LAKELAND, FLORIDA (“Lakeland”), a Florida municipal corporation organized and existing under the laws of the State of Florida, and POLK COUNTY, (the “County”) a political subdivision of the State of Florida.

W I T N E S S E T H:

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

WHEREAS Section 125.01, Florida Statutes, Powers and Duties, authorizes the County to provide water and wastewater services; and

WHEREAS Section 180.06, Florida Statutes, Activities Authorized by Municipalities and Private Companies, authorizes Lakeland to provide water and wastewater services; and

WHEREAS the County wishes to secure Bulk Wastewater Service from Lakeland to serve that portion of the County’s wastewater service area commonly referred to as the “Combeewood Wastewater Service Area” and which is depicted on the attached **Exhibit “A”**; and

WHEREAS Lakeland has the capacity to provide Bulk Wastewater Service for the wastewater generated from the County’s Combeewood Wastewater Service Area; and

WHEREAS the County intends to construct a wastewater lift station and 4-inch diameter force main as shown in **Exhibit “B”** to connect the Combeewood Wastewater Service Area to Lakeland’s Wastewater System; and

WHEREAS Lakeland and the County (individually, a “Party;” collectively “the Parties” to this Agreement) agree that Lakeland providing Bulk Wastewater Service to the County will benefit both Parties and will allow the County to decommission its existing Combeewood Wastewater Treatment Plant;

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

ARTICLE I
RECITALS AND DEFINITIONS

- 1.1 **Recitals.** The Recitals stated above are true, correct, and are incorporated into this Agreement.
- 1.2 **Purpose of the Agreement.** This Agreement describes the terms and conditions by which Lakeland will provide Bulk Wastewater Service to the County's Combeewood Wastewater Service Area.
- 1.3 **Definitions.** In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.
- 1.3.1 Agreement: this Interlocal Agreement as it may from time to time be modified.
 - 1.3.2 Bulk Wastewater Service: means the collection, transmission, treatment, and disposal of wastewater in accordance with all applicable governmental requirements and regulations.
 - 1.3.3 Connection Facilities: those facilities, including without limitation lift stations, meters, force mains, and appurtenant facilities that are necessary to convey wastewater from the County Wastewater System to Lakeland's Wastewater System.
 - 1.3.4 Connection Point: physical location where the Lakeland Wastewater System joins with the County Wastewater System. For the purpose of this Agreement, the Connection Point shall be the flow meter at the County lift station at the location shown in **Exhibit "B"**.
 - 1.3.5 County Wastewater System: those facilities within the Combeewood Wastewater Service Area that are employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained, and replaced by the County
 - 1.3.6 Lakeland Wastewater System: those facilities employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained and replaced by Lakeland.
 - 1.3.7 Sanitary Sewer Impact Fee: means the fee assessed by Lakeland for each new equivalent residential connection or commercial connection made to the Lakeland Wastewater System. For detached single family residential units, the Sanitary Sewer Impact Fee shall be based on 260 gallons per day per unit. For attached single family residential units, the Sanitary Sewer Impact Fee shall be based on 244 gallons per day per unit. For a commercial connection, the Sanitary Sewer Impact Fee shall be based on the average gallons per day capacity for the specific use. It shall be the

responsibility of Polk County to advise the City of any new connections made to the system so that any impact fees may be properly assessed.

1.3.8 **Wastewater Fixed Charge:** means the monthly base rate charged by Lakeland for a master-metered wastewater connection to the Lakeland Wastewater System. For the purpose of this agreement, the minimum charge will be based on a 4” meter in accordance with City of Lakeland rate resolution approved by the City Commission.

1.3.9 **Wastewater Unit Price:** means the unit rate per thousand gallons per month charged by Lakeland for a master-metered wastewater connection to the Lakeland Wastewater System. Rate will be assessed in accordance with City of Lakeland rate resolution approved by the City Commission.

Any terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

ARTICLE II TERMS AND CONDITIONS

2.1 **Utility Service Areas.** Each Party shall not hereafter directly serve or offer to serve any wastewater customer within the other Party’s utility service area on a temporary or permanent basis, unless one Party requests another Party in writing to do so and that other Party agrees to do so. The Parties agree that the line of demarcation between their respective Wastewater Systems in the vicinity of the Combeewood Wastewater Service Area is the boundary depicted in the attached **Exhibit “A”**. Accordingly, any customers that have or will individually, directly connect to the Lakeland Wastewater System shall be customers of Lakeland and shall pay the applicable Lakeland rates, fees, charges, and deposits for wastewater service; and any customers that have or will individually, directly connect to the County Wastewater System shall be customers of the County and shall pay the applicable County rates, fees, charges, and deposits for wastewater service.

2.2 **Connection Facilities.**

2.2.1 The County shall design, permit and construct all Connection Facilities that are necessary to transmit wastewater from the County’s Wastewater System to Lakeland’s Wastewater System. The Connection Facilities shall include without limitation a wastewater lift station with a master meter and a 4-inch diameter force main as shown in **Exhibit “B”**.

2.2.2 Design and construction of the lift station shall be in accordance with the County’s standards and specifications. The design of the lift station shall include a master flow meter (as described in Section 2.5, below) on the above-grade discharge piping that will be used for billing purposes. Design and construction of the 4-inch force main and related appurtenances shall be in accordance with Lakeland’s standards and specifications. Once a preliminary design for the force main is completed, the County will distribute all applicable information and material to Lakeland for its

consideration and comment. Within thirty (30) days after receiving the preliminary design, Lakeland will provide its comments to the County. Upon completion of the final design, the County will provide Lakeland an opportunity for review and comment. Both Parties must approve the final design of the Connection Facilities prior to proceeding with construction.

2.2.3 When the Parties agree on the final design, the County will be responsible for procuring construction services in accordance with the County's procurement policies and for overseeing the construction of the Connection Facilities. Lakeland may participate in the construction oversight of the force main, including the connection to the existing gravity wastewater system on Longfellow Boulevard, as described in this section. The County will provide Lakeland copies of inspection reports, test reports, and any other written status reports it prepares or receives as the project construction progresses, but is not obligated or required to develop or prepare any special report outside its normal course of business for similar projects. Upon providing reasonable advance notice Lakeland employees and agents may visit the construction site with County project managers responsible for the project. In the event that Lakeland personnel visit the site during construction and have questions or concerns regarding the construction, Lakeland shall address its questions or concerns with the County and the County will address the same with the contractor responsible for the work. The County shall be responsible for coordinating the connection of the force main to the existing gravity wastewater collection system on Longfellow Boulevard with Lakeland.

2.2.4 At the completion of construction of the Connection Facilities and the clearance of the same by the Florida Department of Environmental Protection, the County will submit as-builts of the Connection Facilities to Lakeland and will pay Sanitary Sewer Impact Fees in accordance with the schedule set forth in **Exhibit "C"**. Once Lakeland has accepted the as-builts in accordance with its standard, established procedure for doing so, which acceptance will not be unreasonably withheld, and the County has remitted the Sanitary Sewer Impact Fees, the Connection Facilities will be placed into operation.

2.3 **Ownership, Operation & Maintenance, and Costs.** Upon completion of the construction of the Connection Facilities, the County will retain ownership, operation and maintenance of the lift station and Lakeland will accept, assume ownership, operation and maintenance of the 4-inch force main shown in **Exhibit "B"** commencing at the limits of the County's lift station site on South Eastside Drive and extending to the connection to the existing gravity wastewater system on Longfellow Boulevard. The County shall be solely responsible for all costs for the design, permitting, and construction of the Connection Facilities, including any land or easement acquisition necessary to construct the Connection Facilities. Each Party shall, at its own cost, operate and maintain its respective portion of the Connection Facilities. The Parties respective duties to operate and maintain their portion of the Connection Facilities shall survive the termination of the Agreement.

2.4 **Bulk Wastewater Service.** Upon completion of the Connection Facilities Lakeland shall provide Bulk Wastewater Service for the County's Combeewood Wastewater Service Area which shall not exceed 52,103 gallons per day annual average daily flow ("AADF") and 100 gallons per minute peak flow. The County shall pay Wastewater Fixed Charges and Wastewater Unit Prices for the Bulk Wastewater Service in accordance with Lakeland's uniform schedule of charges in effect at the time that the Bulk Wastewater Service is provided to the County. The rates for the Wastewater Fixed Charge and Wastewater Unit Price shall reflect Lakeland's uniform schedule of charges for outside of the City of Lakeland limits, as those rates may be adjusted from time to time based on action of the Lakeland City Commission. Lakeland shall bill the County on a monthly basis in accordance with the meter reading taken at the County's lift station immediately upstream of the Connection Point. The County shall remit payment to Lakeland within thirty (30) days of the bill for the Bulk Wastewater Service. Lakeland shall not bill any other party for the Bulk Wastewater Service it provides pursuant to this Agreement.

2.4.1 The City will evaluate the wastewater flow from the County on a monthly basis. Should the City find that the flows are 25% or more above the AADF identified in Section 2.4 over a six (6) month rolling period, the City will bill the County for any additional impact fees at the current prevailing rate for similarly situated customers. The 25% consideration is being extended as a result of the usage being both residential and commercial. The County will also be eligible for consideration of a refund review in accordance with the process described in Section 102-128 (b) of the City Ordinance.

2.5 **Metering.**

2.5.1 The County, at its expense, shall furnish and install metering equipment on the discharge piping at the County's lift station which will be capable of measuring the wastewater flow from the County's Wastewater System to Lakeland's Wastewater System. The County, at its expense, shall perform annual calibration testing of the meter and shall forward the results of each test to Lakeland. The metering equipment shall remain the property of the County, and the County shall be responsible for the operation, maintenance and replacement of the meter. Lakeland shall have the right to review and approve the type of meter which approval shall not be unreasonably withheld. Lakeland shall have reasonable access to the County's lift station site and shall perform the meter reading and shall prepare and submit the bill to the County based thereon. Lakeland shall provide the County reasonable advance notice of its intent to access the site and perform the readings. County personnel may accompany Lakeland personnel during the meter reading, inspections, and tests to verify the accuracy of the bills, equipment and meter.

2.5.2 The metering equipment will be of standard make and type, installed at a readily accessible location and shall record the flow with an error not to exceed plus or minus two percent ($\pm 2\%$) of true accuracy for full-scale reading, suitable for billing purposes. If the meter is found to be in error exceeding two percent (2%) of true

accuracy, it will be recalibrated by the County to the satisfaction of the Lakeland. If such an error occurs, billing for the time period since the last meter check will be adjusted based on the assumption that the meter error occurred for one-half of the entire time interval between accuracy checks by either Party. The billing adjustment will be made at the same rate valid for the respective time period and the wastewater volume will be adjusted as described herein.

2.5.3 The City of Lakeland reserves the right to connect the flow meter described in Section 2.5.1 above to Lakeland's AMI system in order to obtain readings for monthly billing in addition to obtaining flow data at different time intervals. Lakeland will share all flow data obtained by the AMI system with Polk County at the County's request. Polk County agrees to allow Lakeland to utilize an existing 110-volt power source for the AMI equipment at no cost to Lakeland.

2.6 **Regulatory Compliance and Disclosure.** Each Party shall comply with all local, state, and federal regulations regarding wastewater collection and transmission systems. Lakeland agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Bulk Wastewater Service to the public. Neither Party guarantees any special service, quality, capacity, availability or other facility other than what is required to fulfill that Party's duty of reasonable care to the customers to whom it provides wastewater service.

2.7 **County Customers.** The County may from time to time desire to add customers on the County side of the line of demarcation, and the flow from said customers transferred to Lakeland requiring that Lakeland be compensated for the collections, treatment, and disposal of the wastewater flows along with the impact to the Lakeland Wastewater System. The compensation of Lakeland for additional customers whose wastewater flow is sent to Lakeland from the County shall not require a modification or amendment of this Agreement, as provided in Section 3.12, provided that the Utilities Directors of both the County and Lakeland are in agreement.

ARTICLE III MISCELLANEOUS PROVISIONS

3.1 **Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

3.2 **Service Term.** This Agreement will commence upon the Effective Date defined in Section 3.14, below, and continue until its termination as described in Section 3.3.

3.3 **Termination.** The Parties may at any time mutually consent to terminate the Agreement. Termination of the Agreement shall be contingent on the County's ability to obtain the necessary funding and permits to secure reasonable alternative wastewater service to the Combeewood Wastewater Service Area. The termination shall be effective on the date both the following have occurred: (i) the County ceases

discharge to the Lakeland Wastewater System and directs such discharge to the alternative service provider, and (ii) the County remits final payment to Lakeland for its Bulk Wastewater Services in accordance with Section 2.4 above.

Should this termination clause be exercised, Polk County shall be responsible for the cost to properly abandon or remove the force main. If the City has other customers that may be affected by abandonment of the force main, the County will only be responsible for that portion of the force main which can be abandoned without discontinuing service for those existing City customers.

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

Utilities Director
Polk County Utilities Division
1011 Jim Keene Boulevard
Winter Haven, Florida 33880

Utilities Director
City of Lakeland Water Utilities
501 E. Lemon Street
Mail Code W-Admin/Eng
Lakeland, Florida 33801

With Copies to:

County Attorney
County Attorney's Office
330 W. Church Street
Bartow, Florida 33830

City Attorney's Office
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, Florida 33811

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 3.4.

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

3.6 **Breach; Remedy**.

3.6.1 In the event of breach of this Agreement by a Party (“Breaching Party”), the Party suffering the breach (“Serving Party”) shall serve upon the Breaching Party a written notice of breach (“Notice of Breach”) detailing the Breaching Party’s non-compliance with the obligations set forth in this Agreement. Except for a breach described in Section 3.6.2, and 3.6.3 below, a Breaching Party shall have a cure period (“Cure Period”) of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party’s failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may, subject to the mediation requirements of Section 3.15 below, pursue any and all remedies available in law, equity, and under this Agreement.

3.6.2 The Parties hereby stipulate Lakeland’s breach of this Agreement by failing to provide Bulk Wastewater Service as described in Section 2.4 when the County is not in breach for failing to timely pay any undisputed service bills shall cause irreparable harm to the County. Consequently, if a reviewing court finds any such breach has caused irreparable harm to the County, then Lakeland hereby consents to such court’s entry of a permanent injunction against Lakeland requiring it to immediately cure such breach, specifically perform its Section 2.5 Agreement obligations, and enjoin it from any such further default.

3.6.3 Should it be found by Lakeland that the wastewater flows exceed the annual average daily flow outlined in Section 2.4 above by 25% for a period no less than three months, then irreparable harm to Lakeland may exist by sending extraneous flows to Lakeland and the County shall take immediate steps to identify the cause of the extraneous flows. Should the cause be related to Inflow and/or Infiltration (I&I), the County will take immediate steps to eliminate I&I extraneous flows. Consequently, should the County not take immediate steps to eliminate said extraneous flows related to I&I from entry into the Lakeland Wastewater System, and a reviewing court finds any such breach has caused irreparable harm to Lakeland, then the County hereby consents to such court’s entry of a permanent injunction against the County requiring it to immediately cure such breach.

3.7 **Assignment**. No Party may assign this Agreement to a third party unless the other Party consents in a mutually agreeable written joinder agreement by and among the Parties and the third party assignee. All provisions contained in this Agreement shall

be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

- 3.8 **Liability and Hold Harmless.** Each Party shall to the extent allowed under Section 768.28, Florida Statutes, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers, and employees, related to its performance under this Agreement, provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statutes or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.
- 3.9 **Limitations of Liability.** IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.
- 3.10 **Time of the Essence.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.
- 3.11 **Applicable Law.** This Agreement is an Interlocal Agreement as provided for in Florida Statutes, Section 163.01, as the same may be amended from time to time during the Agreement term, and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement and conflicts of laws.
- 3.12 **Entire Agreement; Effect on Prior Agreements.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of

this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

- 3.13 **Venue, Jury Trial; Attorneys' Fees, Costs and Expenses.** Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable court costs, including appellate proceedings.
- 3.14 **Effective Date.** This Agreement will become effective on the date (the "Effective Date") the Agreement is filed with the Clerk of Court after all the Parties have executed this instrument.
- 3.15 **Mediation.** If there is a dispute between the Parties arising out of or related to this Agreement which cannot be resolved by the County Manager and the Lakeland City Manager, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise (to include without limitation a failure of Bulk Wastewater Service to the Combeewood Wastewater Service Area), prior to commencing any legal action or proceeding, the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the 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 until (i) the mediator has declared the Parties are at an impasse, or (ii) one or all 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, Florida Statutes, Chapter 164.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
T. R. Wilson, Chairman

Reviewed as to form and legal sufficiency

Date: _____, 2021

By: _____
County Attorney's Office

CITY OF LAKELAND, FLORIDA

ATTEST:

By: _____
Kelly S. Koos, City Clerk

By: _____
H. William Mutz, Mayor

Date: _____, 2021

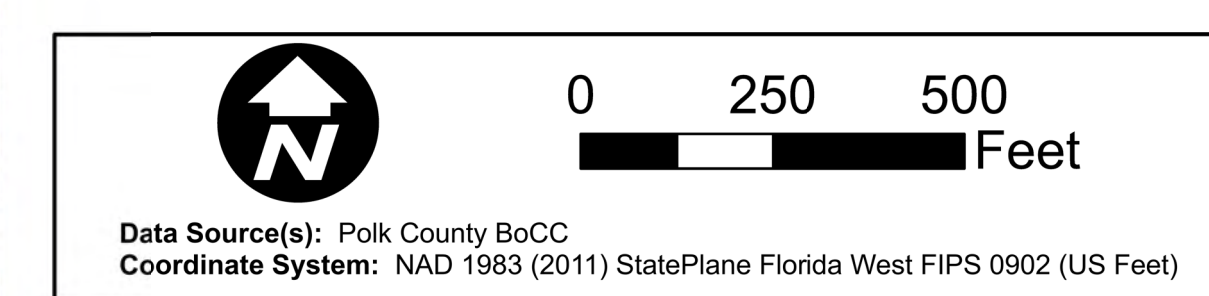
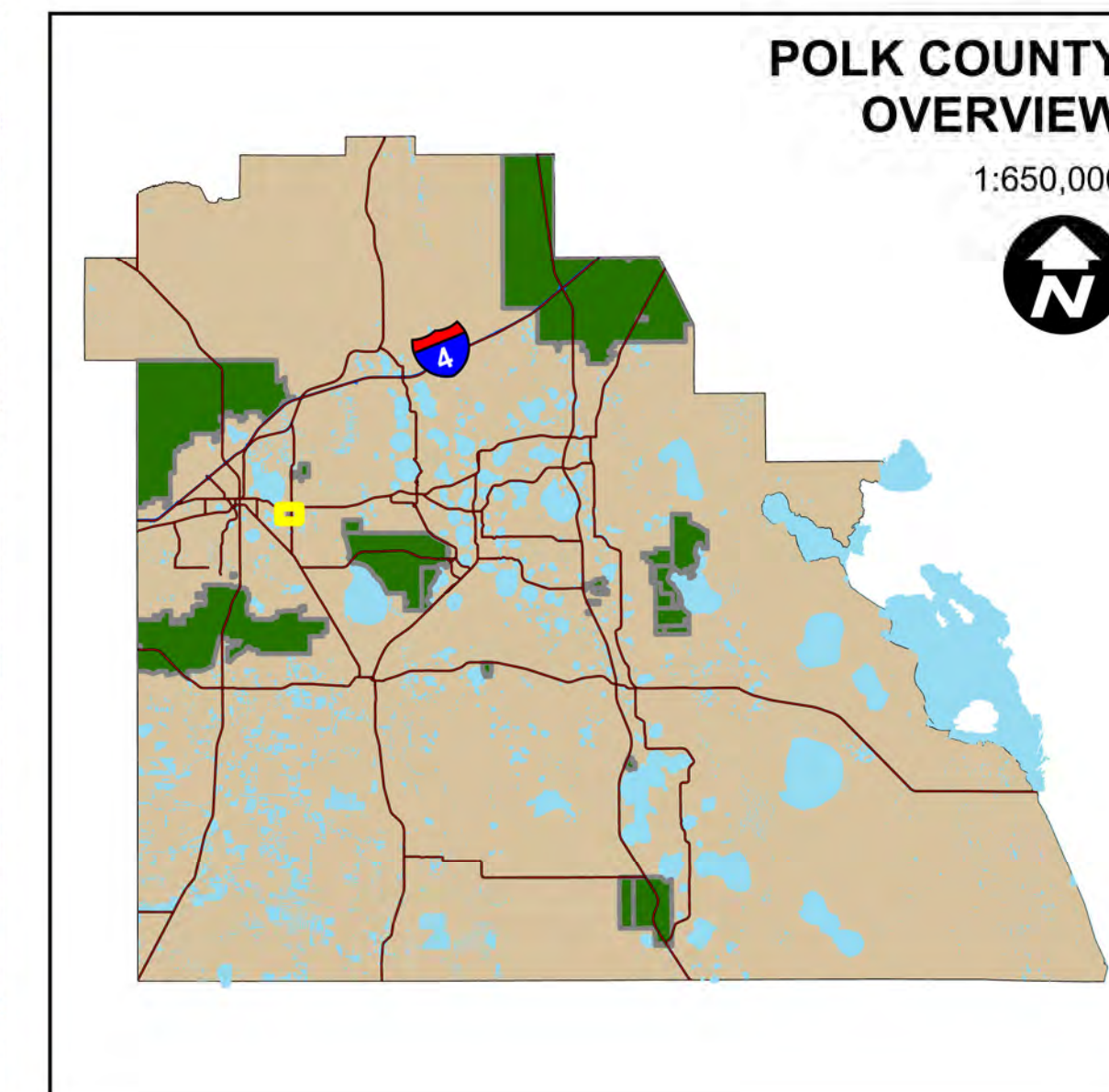
Reviewed as to form and legal sufficiency

By: _____
Palmer Davis, City Attorney

EXHIBIT A

COMBEEWOOD WASTEWATER SERVICE AREA BOUNDARY

Exhibit "A" - Combeewood Wastewater Service Area

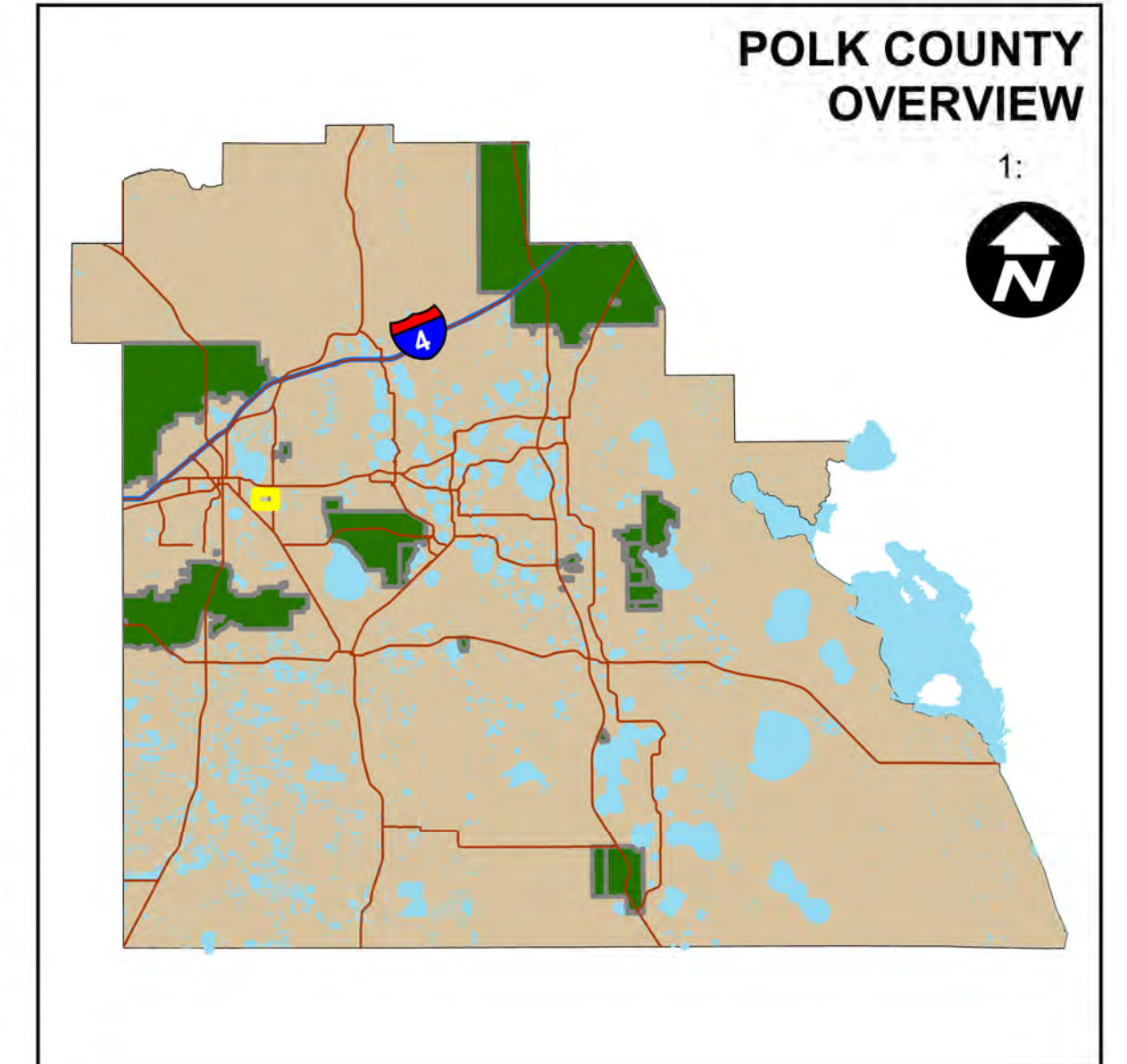


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EXHIBIT B

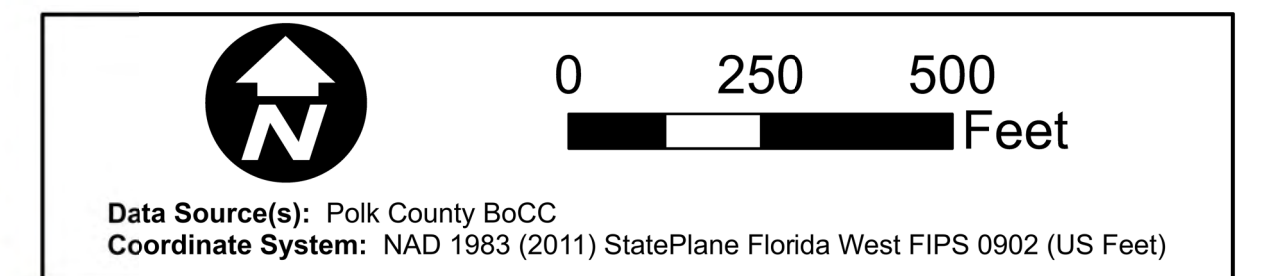
MAP OF CONNECTION FACILITIES

Exhibit "B" - Connection Facilities



LEGEND

Wastewater Treatment Facility	Proposed Lakeland Force Main
Combeewood Wastewater Service Area	Sanitary Sewer Force Main
Proposed Polk County Lift Station	Sanitary Sewer Gravity Main
Existing Lakeland Manhole	State Road



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EXHIBIT C

SANITARY SEWER IMPACT FEE CALCULATION

Exhibit "c"
Combeewood Wastewater Service Area
Residential Sanitary Sewer Impact Fee Calculation (Outside City)

Address	Description	Number of Units	Unit Flow (gpd/unit)	Total Demand	Sanitary Sewer Impact Fee	
					Impact Fee (Per Unit)	Impact Fee (Total)
436 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
506 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
512 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
518 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
524 Timberlane E	Multi-Family (Apartments)	4	244	976	\$2,248	\$8,992
530 Timberlane E	Multi-Family (Apartments)	4	244	976	\$2,248	\$8,992
536 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
542 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
548 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2517 Timberlane S	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2511 Timberlane S	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2505 Timberlane S	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2439 Timberlane S	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2433 Timberlane S	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2427 Timberlane S	Detached Single Family	1	260	260	\$2,395	\$2,395
2421 Timberlane S	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
545 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
539 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
533 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
527/529 Timberlane W	Multi-Family (Duplex)	2	244	488	\$2,248	\$4,496
521/523 Timberlane W	Multi-Family (Duplex)	2	244	488	\$2,248	\$4,496
515 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
509 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395
503 Timberlane W	Vacant	0		0		\$0
433 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
427 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
421 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
408 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395

Exhibit "C"
Combeewood Wastewater Service Area
Residential Sanitary Sewer Impact Fee Calculation (Outside City)

414 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395
420 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395
428 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395
434 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395
504 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
510 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
516 Timberlane W	Detached Single Family	1	260	260	\$2,395	\$2,395
522 Timberlane W	Vacant	0		0		\$0
528 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
534 Timberlane W	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
2426 Timberlane S	Multi-Family (Duplex)	2	244	488	\$2,248	\$4,496
2434 Timberlane S	Multi-Family (Duplex)	2	244	488	\$2,248	\$4,496
2504/2506 Timberlane S	Multi-Family (Duplex)	2	244	488	\$2,248	\$4,496
2512 Timberlane S	Multi-Family (Apartments)	2	244	488	\$2,248	\$4,496
535 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
529 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
523 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
517 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
511 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
505 Timberlane E	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
435 Timberlane E	Multi-Family (Apartments)	2	244	488	\$2,248	\$4,496
429 Timberlane E	Multi-Family (Apartments)	2	244	488	\$2,248	\$4,496
537 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
531 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
525 Oakleaf Dr	Vacant	0		0		\$0
519 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
513 Oakleaf Dr	Vacant	0		0		\$0
507 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
419 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
422 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
430 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
438 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992

Exhibit "C"
Combeewood Wastewater Service Area
Residential Sanitary Sewer Impact Fee Calculation (Outside City)

508 Oakleaf Dr	Multi-Family (Apartments)	4	244	976	\$2,248	\$8,992
514 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
520 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
526 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
532 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
538 Oakleaf Dr	Multi-Family (Quad)	4	244	976	\$2,248	\$8,992
Totals		208		50,880		\$468,760

Exhibit "C"
Combeewood Wastewater Service Area
Commercial Sanitary Sewer Impact Fee Calculation (Outside City)

Address	Description	Average Daily Consumption (gpd) (1)	Sanitary Sewer	
			Impact Fee (per gallon per day)	Sanitary Sewer Impact Fee (Total)
435 S. Combee Rd.	Retail (Fifth Third Bank)	46	\$9.22	\$424.12
501 S. Combee Rd	Retail (Beverage Castle, Taqueria y Paeteria, Misc Commercial)	456	\$9.22	\$4,204.32
519 S. Combee Rd	Retail/Office (Print Shop, Office Space)	49	\$9.22	\$451.78
533 S. Combee Rd	Retail (King Auto Sales)	36	\$9.22	\$331.92
541 S. Combee Rd	Restaurant/Lounge (Isle of Capri)	270	\$9.22	\$2,489.40
2450 E. Main St.	Polk Co. Facilities - Maintenance Office	366	\$9.22	\$3,374.52
Totals		1,223		\$11,276.06

(1) Based on water consumption data provided by Lakeland for period of January 2020 through December 2020