



The Water Cooperative of Central Florida  
Wednesday October 4, 2023  
Commencing at 2.00pm  
Toho Administration Building  
951 MLK Boulevard, Kissimmee, FL 34741

**For everyone's safety, in-person public access to this Regular Water Cooperative of Central Florida Board Meeting is limited. This meeting will also be available virtually.**

**The Water Cooperative of Central Florida (WCCF) Board of Supervisors will hold a regular Board meeting, commencing at 2 p.m. on Wednesday, October 4, 2023.**

**Due to social distancing practices in response to the COVID-19 pandemic, limited seating will be available for the public. Social distancing and safety measures will be enforced. Board Room audience seating will be limited to approximately twenty socially distanced seats. In addition to in-person attendance, members of the public may also 'hear' this meeting by telephone or virtually through the Internet.**

**Those who wish to address the Board must attend in person and submit a completed Hear the Audience Form.**

**Those interested in attending by phone can do so by dialing [1-650-429-3300](tel:1-650-429-3300) then entering the access code: [2633 719 5521](tel:2633-719-5521) #.**

**Instructions to attend via the Internet shall be as set forth below:**

## **When it's time, join your Webex meeting here.**

### **Join from the meeting link**

<https://tohowater.webex.com/tohowater/j.php?MTID=m9164b09471d471a295bab88b4c08edd7>

### **Join by meeting number**

Meeting number (access code): 2633 719 5521

Meeting password: RJrRsXuA362

### **Tap to join from a mobile device (attendees only)**

[+1-650-429-3300](tel:+1-650-429-3300).,[26337195521##](tel:+1-650-429-3300) Call-in toll number (US/Canada)

### **Join by phone**

+1-650-429-3300 Call-in toll number (US/Canada)

[Global call-in numbers](#)

### **Join from a video system or application**

Dial [26337195521@tohowater.webex.com](tel:26337195521@tohowater.webex.com)

You can also dial 173.243.2.68 and enter your meeting number.



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The Water Cooperative of Central Florida  
**Wednesday, October 4, 2023 - Commencing 2.00PM**  
Toho Administration Building, 951 MLK Jr Blvd., Kissimmee FL 34741

# Meeting Agenda

**MEETING CALLED TO ORDER**

**MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE**

**ELECTION OF BOARD OFFICERS FOR FY24**

**ROLL CALL / CONFIRMATION OF QUORUM**

**AGENDA ITEMS:**

1. APPROVAL OF WATER COOPERATIVE MINUTES OF AUGUST 10, 2023 (SMITH)
2. APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA (GREEN)
3. APPROVAL OF SIXTH AMENDMENT TO THE CYPRESS LAKE INTERLOCAL AGREEMENT (BEATTY)
4. APPROVAL OF RESOLUTION OF THE WATER COOPERATIVE OF CENTRAL FLORIDA REGARDING EXECUTION OF AMENDMENTS TO CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT AND EXECUTION OF AGREEMENTS AND AMENDMENTS IN GENERAL (ALDERMAN)
5. CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT UPDATE (BEATTY)
6. APPROVAL OF THE SELECTION OF WHARTON SMITH TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT (BEATTY)
7. SELECTION OF PROPOSED MEETING DATES FOR BOARD OF SUPERVISORS MEETING FOR 2024 (SMITH)
8. APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FY2024 (GREEN)

**BOARD MEMBER ANNOUNCEMENTS**

**NEXT BOARD MEETING IS PROPOSED FOR WEDNESDAY, JANUARY 17, 2024**

**ADJOURNMENT**

# WATER CO-OPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 4, 2023**

**Agenda Item No. 1**

**Attachments:** Minutes from August 10, 2023

**Title: APPROVAL OF THE WCCF MEETING MINUTES OF August 10, 2023**

**Explanation:**

At every Board meeting, the meeting is recorded and minutes are prepared from the recording of the proceedings. Attached are the minutes from the August 10, 2023 Board Meeting.

**Costs:** None

**Recommendation:** Seeking Board approval of the WCCF meeting minutes of August 10, 2023

**Initials:** as



Minutes of the August 10, 2023 Meeting of the Water Cooperative of Central Florida

**Description:** Regular meeting of the Water Cooperative of Central Florida (WCCF).

**Board Members present:** Chair Linette Matheny, Secretary Hector Lizasuain, Commissioner Neil Combee, Commissioner Nicole Wilson

**Board Members absent:**

**Staff Present:** Toho Water Authority Executive Director Todd P. Swingle, Toho Water General Counsel Anthony J. Cotter, Toho Water Cypress Lake Project Manager Deb Beatty, Silvia Alderman, Board Counsel (Remote), Executive Administrative Assistant Alison Smith.

**Staff Absent:**

Chairperson Matheny opened the meeting at 2:00 pm. Roll call was completed and quorum was confirmed.

Item #	Item Name	Notes
1.	Approval of WCCF Meeting Minutes of April 12, 2023 (Smith)	Motion to Approve Water Cooperative Meeting Minutes by Commissioner Combee. Motion seconded by Commissioner Wilson. Motion passed 4-0.
2.	Approval of the Annual Financial Report for the fiscal year ended September 30, 2022 (Green)	Motion to Approve the Annual Financial Report for fiscal year ended Sept 30 2022, by Commissioner Wilson. Motion seconded by Commissioner Combee. Motion passed 4-0.
3.	Approval of Reimbursement of Expenditures to date by Toho Water Authority on behalf of the Water Cooperative of Central Florida (Green)	Executive Director Swingle provided a brief outline of the request for reimbursement of expenditures on behalf of the WCCF, by Toho.  Motion to Approve Reimbursement of Expenditures by Commissioner Combee. Motion seconded by Commissioner Wilson. Motion passed 4-0
4.	Approval of the draft Water Cooperative	Executive Director Swingle provided a brief outline of the draft Water Cooperative Budget for the fiscal year 2024.

	Budget for the fiscal year 2024 (Green)	Motion to approve draft Water Cooperative Budget, made by Commissioner Lizasuain. Motion seconded by Commissioner Wilson. Motion passed 4-0.
5.	Cypress Lake alternative water supply project update (Beatty)	<p>Deb Beatty presented the Cypress Lake Project Update, including having just been issued the construction and testing permit for injection wells.</p> <p>Phase One property (excluding two well sites off Bronson property) will be located on the Bronson Ranch, with the first phase achieving 7.5mgd. We will be acquiring the last two well sites to increase production to 15-17mgd this year.</p> <p>A second injection well is being drilled primarily as a back-up well, making a total of three wells, to ensure we maintain our total mgd disposal capacity.</p> <p>The Project construction manager at risk (CMAR) should be on board by mid-November 2023 for pre-construction services. The CMAR contract will have general conditions applied. Commissioner Combee advised that their construction manager at risk teams, for example on a fire station project, do not like to be part of the bidding process on projects currently. Executive Director Swingle felt that the complexity of this project would limit how many competent bids would be received at that stage. However, the intention is for the next stage, ie., pipeline jobs etc., to be competitively bid out.</p> <p>Deb Beatty ran through the Agreements currently being worked with, including the Governance Agreement, which documents how the project is administered as it gets underway and Commissioner Combee confirmed that this was recently passed at the Polk Board.</p> <p>Deb Beatty anticipated the Amendment 6 detailed agenda item would be brought to the next Board meeting.</p> <p>Executive Director Swingle advised that it was possible some partner entities could need water earlier than scheduled. The project was moving forward as quickly as possible but if member governments do require water earlier, then the construction program could be moved up based on needs, if necessary. This continues to be monitored.</p> <p>Chair Matheny requested some visuals for the Board to review which Deb Beatty would share. Executive Director Swingle proposed a field trip (late morning) for the Board, before the October 4<sup>th</sup> meeting, or another future meeting date. This was welcomed by the Board.</p>
6.	Cypress Lake WWIP Update presentation (Schulz)	Megan Shultz presented the WWIP update for Cypress Lake. The 2023 water wheeling infrastructure plan, is to support transmission of Cypress Lake water to our partners, for a total estimated of \$206m.



		Progress of Phase I has three segments completed already, with sub-agreement activated also. Two further sub-agreements are underway now, with upcoming projects in early design and consultants in the process of being selected.
7.	Board Member Announcements	No comments.
8.	Next Board meeting	Wednesday October 4, 2023
<p>There being no further business to come before the Board, Chairperson Matheny moved to adjourn the meeting, which was adjourned at 2:31 PM.</p> <p>_____</p> <p>Linette Matheny, Chair</p> <p>_____</p> <p>Hector Lizasuain, Secretary</p>		

# WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 4, 2023**

**Agenda Item No. 2**

**Attachments:**

Itemized list of expenditures by Toho Water Authority from June 29, 2023 to September 6, 2023

**Title:**

**APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA**

**Explanation:**

The Board of Supervisors adopted a Resolution at the October 2, 2013 meeting authorizing the reimbursement of expenses incurred by Toho Water Authority (Toho) on behalf of the Water Coop on a quarterly basis. The Resolution allows Toho to submit a detailed list of expenses incurred each quarter to the Board for approval for reimbursement. Under the Resolution, Toho could be reimbursed quarterly during the year instead of once annually, as was done for the previous fiscal year. The attached list of expenditures, made to date by Toho on behalf of the Water Coop, is being submitted for approval for reimbursement.

**Amount to be reimbursed:**

\$4,674.50

**Recommendation:**

Staff recommends approval of the list of expenditures submitted to date for reimbursement to the Toho.

**Initials: asg**

## Attachment to Item 2

### Toho Water Authority List of Expenditures on behalf of the Water Cooperative of Central Florida (June 29, 2023 – September 6, 2023)

Vendor	Date	Invoice	Amount	Explanation
USPS	6/29/2023	1076 20230710	10.68	Mailing AFR to Auditor General
MS, CPA	6/30/2023	145154	1,500.00	Annual audit (FY22)
Akerman	7/11/2023	9895253	1,262.50	0292530 - general representation
Gannett Media Corp	7/28/2023	5747726	167.65	July meeting cancellation / rescheduling
Orlando Sentinel	7/28/2023	CU00017532 7471966	125.67	July meeting cancellation / rescheduling
Akerman LLP	8/4/2023	9902312	1,340.00	0292530 - general representation
Akerman LLP	9/6/2023	9910697	268.00	0292530 - general representation
<b>Water Cooperative Total</b>			<b>\$4,674.50</b>	
				asg

# WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: October 4, 2023

Agenda Item No. 3

Attachments: Sixth Amendment to the Cypress Lake Interlocal Agreement

**Title: APPROVAL OF THE SIXTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE WATER COOPERATIVE OF CENTRAL FLORIDA (WCCF), AND MEMBER UTILITIES (TOHO WATER AUTHORITY, ORANGE COUNTY, POLK COUNTY, AND CITY OF ST. CLOUD (ADMINISTERED BY TOHO)) TO PROVIDE FUNDING FOR CONSULTING SERVICES, CONSTRUCTION, AND OTHER ANCILLARY WORK FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT**

Explanation:

Staff is requesting the WCCF Board of Supervisors approve the Sixth Amendment to the Cypress Lake Alternative Water Supply Project Interlocal Agreement. Funding in the Sixth Amendment in the amount of \$19,350,000 will support consulting administration services and construction services associated with the following project components: construction of a second injection well and two associated monitoring wells, raw water main construction to connect four production well sites to the water treatment plant site; and a contingency for unforeseen and additional services related to the project.

The Sixth Amendment preserves the basic covenants of the previously approved First, Second, Third, Fourth, and Fifth Amendments to the Cypress Lake Alternative Water Supply Project Interlocal Agreement. These amendments provided funding for: water wheeling infrastructure studies; preliminary design for the project build-out to 30 Million Gallons per Day (MGD); final design and property acquisition for the first phase of the water treatment plant to 15 MGD including the appurtenant raw water mains, brackish water supply wells, design of concentrate disposal wells; construction of one concentrate disposal well (completed), brackish water supply wells (underway), and other pertinent work.

The Sixth Amendment also addresses the reallocation of Reedy Creek Improvement District's (RCID) permitted allocation of 1.0 MGD included in the South Florida Water Management District (SFWMD) Cypress Lake Water Use Permit (WUP) and the Cypress Lake Alternative Water Supply ILA. RCID formally withdrew, from the project on March 1, 2023. Polk County has indicated a desire to acquire 100,000 gallons per day (gpd) with Toho acquiring the remainder, 900,000 gpd, of RCID's permitted allocation. Based on the terms of the Fourth and Sixth Amendment, Toho has assumed RCID's financial obligation until the WUP is modified by the SFWMD to document the change in allocation, at which time Polk County will reimburse Toho (plus 3% interest) for their reallocated share. Toho staff is currently in discussions with the SFWMD concerning the WUP modification and will submit the requested permit modification in the future for approval.

The Sixth Amendment is essential to the continued advancement of the Cypress Lake Alternative Water Supply project and specifically authorizes funding in the amount of \$19,350,000 for the following services:

Consultant services for construction administration and construction observation for one injection well and one monitoring well at the concentrate disposal well site	\$1,000,000
Consultant services for construction administration and construction observation for a second monitoring well at the concentrate disposal well site	\$150,000
Consultant services for construction administration of the Raw Water Main Construction	\$100,000
Construction of a concentrate disposal injection well and a monitoring well	\$8,000,000
Construction of a second monitoring well at the concentrate disposal well site	\$1,500,000
Construction of Raw Water Main to Connect Production Well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site	\$7,100,000
Contingency for unforeseen and addition services related to the PROJECT	\$1,500,000
<b>Total</b>	<b>\$19,350,000</b>

Participant funding obligations and responsibilities for the work associated with the Sixth Amendment are based on each entity's proportional share of water as established in the Cypress Lake Alternative Water Supply Interlocal Agreement and the Cypress Lake Water Use Permit and are shown below:

<b>Party</b>	<b>Percent/Allocation</b>	<b>Cost-Share Amount</b>
TOHO	40% / 12 MGD	\$ 7,740,000.00
Orange County	30% / 9 MGD	\$ 5,805,000.00
Polk County	10% / 3 MGD	\$ 1,935,000.00
St. Cloud	6.7%* / 5 MGD*	\$ 3,225,645.00*
RCID	<u>3.3%** / 1 MGD**</u>	<u>\$ 644,355.00**</u>
<b>TOTAL</b>	<b>100% (30 MGD)</b>	<b>\$19,350,000.00</b>

\* ST. CLOUD's share is assumed, managed, and financed by Toho pursuant to the terms of the St Cloud/Toho Interlocal Agreement.

\*\* RCID's share is assumed, managed, and financed by Toho pursuant to the terms of the Fourth Amendment until the modified Water Use Permit is issued, at which time financial responsibility will be redistributed under the terms of the Fourth and Sixth Amendments.

The Sixth Amendment has been approved by all WCCF Member Governments (Toho, Toho on behalf of St. Cloud, Orange County, Polk County) but will not become effective until the Water Cooperative Board of Supervisors approves and executes the amendment and it is recorded in Orange, Osceola and Polk counties. Following WCCF approval, Toho, acting as Project Administrator on behalf of the WCCF, will approve proposals for specific tasks through Toho's Executive Director/CEO, or, if exceeding the Executive Director's approval authority, will be presented to the Toho Board of Supervisors for approval.

Total expenditures for the work associated with the Sixth Amendment will not exceed \$19,350,000 without further authorization from the WCCF Board via future Amendments.

Additional amendments will be required for various future work including design and construction of finished water mains necessary to connect the WTP to existing water distribution infrastructure, construction and construction administration of the water treatment plant, additional production wells, associated raw water mains and appurtenances; and additional property acquisition of production well sites for future phases.

Recommendation: Toho Staff, acting as the Project Administrator, recommends approval of the Sixth Amendment to the Cypress Lake Alternative Water Supply Project Interlocal Agreement.

Initials: dab

This instrument prepared by:  
Silvia M. Alderman, Esq.  
Akerman LLP  
201 East Park Avenue, Suite 300  
Tallahassee, Florida 32301  
Return to:  
Office of General Counsel  
Toho Water Authority  
951 Martin Luther King Blvd.  
Kissimmee, Florida 34741

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**SIXTH AMENDMENT TO  
THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT**

This Sixth Amendment to the Cypress Lake Alternative Water Supply Agreement, to be known as the "SIXTH AMENDMENT," is made and entered into by and between THE WATER COOPERATIVE OF CENTRAL FLORIDA ("COOPERATIVE"), and, individually, its Member Governments, as defined herein below, the City of St. Cloud ("ST. CLOUD"), Tohopekaliga Water Authority ("TOHO"), Orange County ("ORANGE COUNTY"), and Polk County ("POLK COUNTY"), referred to by name or as "PARTY," or collectively referred to as the "PARTIES."

WITNESSETH:

**WHEREAS**, through the COOPERATIVE and individually, on August 30, 2011, ST. CLOUD, TOHO and POLK COUNTY entered into an agreement with ORANGE COUNTY and Reedy Creek Improvement District ("RCID") captioned "Interlocal Agreement amongst The Water Cooperative of Central Florida, Orange County and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield ("PROJECT") and Related Matters" ("AGREEMENT"); and

**WHEREAS**, subsequent to entering into the AGREEMENT, ORANGE COUNTY became a member of THE COOPERATIVE, with all rights, privileges and responsibilities attendant therefrom; and

**WHEREAS**, through the COOPERATIVE and individually, the PARTIES and RCID entered into an amendment to the AGREEMENT ("FIRST AMENDMENT"), effective as of June 26, 2014, that: 1) transferred certain PROJECT Management and Administration tasks to TOHO; 2) provided for reimbursement to TOHO for performance of the PROJECT Management and Administration tasks as further described in the FIRST AMENDMENT; and 3) changed the name of the AGREEMENT to the "Interlocal Agreement Between the Water Cooperative of Central Florida and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters;" and

**WHEREAS**, through the COOPERATIVE, and individually, the PARTIES and RCID entered into a second amendment ("SECOND AMENDMENT") to the AGREEMENT, as amended, effective as of September 23, 2015, to carry forward a new Phase III, including: 1) authorizing the new Phase III Scope of Work; 2) redirecting certain previously approved but as

yet uncommitted funds from Phase II to Phase III with no new funding obligations and an overall reduction in budget; 3) ratifying the transfer to TOHO of certain PROJECT Management and Administration tasks and eliminating remuneration therefor, redirecting those management funds to other tasks as provided in the SECOND AMENDMENT; and 4) amending the Scope of Work and Total Estimated Cost to refine the descriptions to coincide more fully with services already completed and those yet to be undertaken by amending Exhibits 1 and 3 and adding a new Exhibit 4 to the AGREEMENT, as amended; and

**WHEREAS**, through the COOPERATIVE and individually, the PARTIES and RCID entered into a third amendment ("THIRD AMENDMENT") to the AGREEMENT, as amended, effective as of February 15, 2018, having determined that further steps in Phase III, Stages 1, 2 and 3 and a new Stage 4 should be carried forward under the AGREEMENT, as amended, including the following: 1) design and construction of the first of three concentrate disposal wells following the issuance of a permit for concentrate disposal and a Water Quality Criteria Exemption ("WQCE") by the Florida Department of Environmental Protection ("FDEP"), said initial well to be for the purpose of verifying permit conditions and to determine the need to make modifications; 2) establishment of a projected schedule for the design of the well in FY 2017 and construction in FY 2018, beginning October 1, 2017; 3) provision for the local government guarantee required as a condition of issuance of the permit; and 4) acquisition of a concentrate disposal well easement for one of the three proposed disposal wells covering the zone of discharge of the wells and of an option to purchase the water treatment plant site; and

**WHEREAS**, through the COOPERATIVE and individually, the PARTIES and RCID entered into a fourth amendment ("FOURTH AMENDMENT") to the AGREEMENT, as amended, effective as of November 13, 2020, which: 1) changed the name of the interlocal agreement from "INTERLOCAL AGREEMENT BETWEEN THE WATER COOPERATIVE OF CENTRAL FLORIDA AND REEDY CREEK IMPROVEMENT DISTRICT RELATING TO THE PRELIMINARY DESIGN AND PERMITTING OF THE ALTERNATIVE WATER SUPPLY PROJECT KNOWN AS THE CYPRESS LAKE WELLFIELD AND RELATED MATTERS" to "THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT;" 2) as a new Phase III, Stage 5, set forth and authorized: a) the parameters, schedule and budget for the Cypress Lake Wellfield Raw Water Main and Water Treatment Plant final design, permitting, and bidding; b) the budget and services required to prepare and submit the initial ten-year report required by Limiting Condition 22 of South Florida Water Management District ("SFWMD") Permit No. 49-02051-W; c) the update to the hydraulic model and infrastructure cost estimate found in the document entitled "Cypress Lake Potable Water Transmission, Optimization and Interconnection Analysis and Conceptual Design Water Wheeling Plan" ("Water Wheeling Plan"); d) a permitting allowance; and e) the clarification that, having received a construction permit from FDEP for three Class V Group 4 concentrate disposal wells (to be known thereafter as concentrate disposal wells), the PARTIES will proceed with the construction of the first of three wells (which was previously approved as part of Phase III, Stage 4) concurrently with the process of securing the WQCE from FDEP; and 3) set forth certain options available to RCID that afforded it the opportunity to enter into a bulk rate wholesale agreement with TOHO, continue its participation in the AGREEMENT, as amended, as a full PARTY, or withdraw from the AGREEMENT, as amended; and

**WHEREAS**, through the COOPERATIVE, the PARTIES and RCID entered into a Fifth Amendment ("FIFTH AMENDMENT") to the AGREEMENT, as amended, effective as of December 6, 2022, which: 1) changed all references in the AGREEMENT, as amended, from TWA to TOHO so as to be more consistent with the current terminology used to identify that PARTY; 2) changed all references in the AGREEMENT, as amended, from "Class V, Group 4 concentrate disposal wells" to "concentrate disposal wells" to provide flexibility in the event the



classification should change in the future; 3) approved a new Phase III, Stage 6 authorizing: a) engagement of the following: i) bond counsel; ii) financial advisor; iii) rate study consultant; iv) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; v) consultant services for construction administration, and construction observation for 3 production wells, 1 production well retrofit, and 1 monitoring well at the IW-2 concentrate disposal well site; vi) CMAR preconstruction services; vii) legal services for contract preparation; and viii) 3rd party operator preconstruction services; b) construction of three production wells and one production well retrofit; c) property acquisition; d) construction of a second monitoring well at the IW-2 concentrate disposal well site and e) a contingency for unforeseen and additional services related to the PROJECT; and 4) set forth certain options available to RCID that afforded it the opportunity to enter into a bulk rate wholesale agreement with TOHO, continue its participation in the AGREEMENT, as amended, as a full PARTY, or withdraw from the AGREEMENT, as amended; and

**WHEREAS**, On February 10, 2022, ST. CLOUD and TOHO entered into an interlocal agreement (hereinafter the "St. Cloud/Toho Interlocal Agreement") whereby TOHO agreed to undertake management, operation, maintenance and improvement of the ST. CLOUD Utility System and City Utility Assets owned by ST. CLOUD in a coordinated and integrated manner, commencing on October 4, 2022. The St. Cloud/Toho Interlocal Agreement recognizes that *"St. Cloud and Toho are currently collaborating with other local government entities on the development of alternative water supply projects to meet future potable water demands of the participating local government participants."* The St. Cloud/Toho Interlocal Agreement further provides that *"Toho shall administer St. Cloud's participation in alternative water supply projects and supply arrangements. Toho may assume St. Cloud's allocation of project capacity and water supply volumes during the term of this Agreement in accordance with the terms and conditions set forth in any related participation and supply agreements. In the event of termination of this Agreement, St. Cloud's allocation of any regional water supply projects (including specifically, but not limited to, Cypress Lake) shall be considered an asset of St. Cloud subject to reimbursement in accordance with Section 2.9.3 [of the St. Cloud/Toho Interlocal Agreement];"* and

**WHEREAS**, on January 14, 2022, the PARTIES entered into an agreement captioned "Water Wheeling Infrastructure Master Cost-Sharing Agreement" ("Wheeling Agreement") in order to optimize their existing groundwater supplies by establishing a mechanism for Water Wheeling and sharing costs of Wheeling Infrastructure (both terms as defined in the Wheeling Agreement); and

**WHEREAS**, on February 28, 2023, RCID withdrew from the AGREEMENT, as amended, and the PARTIES now desire to ratify the AGREEMENT, as amended, except as modified by the SIXTH AMENDMENT, and continue the PROJECT among themselves under the auspices of the COOPERATIVE; and

**WHEREAS**, on May 3, 2023, the PARTIES entered into a Governance Agreement, as defined herein below, for the purpose of setting forth the terms for the future implementation and management of the PROJECT, but presently desire to continue funding and managing the PROJECT pursuant to the AGREEMENT, as amended, until such time as the mechanisms of the Governance Agreement are implemented; and

**WHEREAS**, pursuant to the terms of the AGREEMENT, as amended, the PARTIES desire to reallocate among themselves the rights and obligations previously held by RCID; and

**WHEREAS**, the PARTIES desire to authorize additional Work in the PROJECT and associated funding in a new Phase III, Stage 7, as follows:

- 1) consultant services for construction administration, and construction observation for one injection well ("IW-1") and one monitoring well at the IW-1 concentrate disposal well site;
- 2) consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site;
- 3) consultant services for construction administration of the raw water main construction;
- 4) construction of IW-1 and one monitoring well;
- 5) construction of a second monitoring well at the IW-1 concentrate disposal well site;
- 6) construction of the raw water main to connect production well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site; and
- 7) a contingency for unforeseen and additional services related to the PROJECT.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree to the SIXTH AMENDMENT as follows:

### **SECTION 1 AMENDMENTS**

**a) The Ninth WHEREAS CLAUSE of the AGREEMENT, so enumerated in the FIFTH AMENDMENT, is amended by replacing the existing text in toto with the following:**

**WHEREAS**, the PARTIES have determined that the design and permitting for the Cypress Lake Wellfield and its concentrate disposal wells involves substantial work (hereinafter collectively referred to as the "Work"), including:

A) the preliminary design, water use permitting, environmental permitting, study relating to the transmission of water between the PARTIES, and other work detailed in the SECOND AMENDMENT, as amended by the THIRD AMENDMENT, all of which are described in the Summary Scope of Work, as amended by the THIRD AMENDMENT in Exhibit 1 – Revised 2016, attached to the THIRD AMENDMENT and incorporated therein;

B) the Scope of Services set forth in Exhibit 5 to the FOURTH AMENDMENT;

C) an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan as described in the FOURTH AMENDMENT;

D) a Phase III, Stage 6 authorizing: 1) engagement of the following: a) bond counsel; b) financial advisor; c) rate study consultant; d) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; e) consultant services for construction administration, and construction observation for three production wells and one production well retrofit; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3<sup>rd</sup> party operator preconstruction services; 2) construction of three production wells and one production well retrofit; 3) property acquisition; and 4) a contingency for unforeseen and additional services related to the PROJECT; and

E) a Phase III, Stage 7 authorizing: 1) consultant services for construction administration, and construction observation for one injection well ("IW-1") and one monitoring well at the IW-1 concentrate disposal well site; 2) consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site; 3) consultant services for construction administration of the raw water main construction; 4) construction of IW-1 and one monitoring well; 5) construction of a second monitoring well at the IW-1 concentrate disposal well site; 6) construction of a raw water main to connect production

well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site; 7) a contingency for unforeseen and additional services related to the PROJECT.

**b) Section I of the AGREEMENT, as amended, Recitals, is amended by renaming and replacing Section I in toto with the following:**

**SECTION I. RECITALS, PURPOSE AND INTENT.**

A. The above recitals are true and correct and form a material part of the AGREEMENT, as amended.

B. The AGREEMENT and its FIRST, SECOND, THIRD, FOURTH and FIFTH AMENDMENTS are ratified except as modified by this SIXTH AMENDMENT.

C. A general overview of the actions that have been taken and will be taken to implement the PROJECT is provided in Section 1.04 of the Governance Agreement.

D. The purpose of the AGREEMENT, as amended, is to set forth the understandings of the PARTIES and the terms and conditions relating to the development of the PROJECT from its inception to the present day and from the present day until the transition into full implementation of the PROJECT pursuant to the Governance Agreement.

E. It is anticipated that the PARTIES will continue to fund the PROJECT through the mechanisms of the AGREEMENT, as amended, until such funding is transitioned into the mechanisms in the Governance Agreement, as approved by the Board of Supervisors of the COOPERATIVE.

F. In order to provide a transition into construction, operation and maintenance of the PROJECT under the Governance Agreement, additional amendments to the AGREEMENT, as amended, will be necessary to set forth further terms and conditions relating and authorizing further activities regarding the following: 1) property acquisition, and comprehensive plan amendments, zoning and land use approvals necessary for the intended uses; 2) construction and contract administration services for raw water supply wells, raw water main, water treatment plant, the remaining concentrate disposal well(s), and other associated appurtenances; and 3) permit compliance actions.

**c) Section II of the AGREEMENT, as amended, is amended by replacing Section II in toto with the following:**

**SECTION II AUTHORITY.** The PARTIES each have the power, authority and legal right to enter into and perform the obligations set forth in the AGREEMENT, as amended, and the execution, delivery and performance hereof by the PARTIES: i) has been duly authorized by the governing authority of each of the PARTIES; ii) does not require any consent or referendum of the voters; and iii) 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. The AGREEMENT, as amended, is entered into by the PARTIES under the following authorities:

A. The COOPERATIVE is a public body and unit of local government created by interlocal agreement for the purpose of fostering innovative regional cooperation amongst its Member

Governments, and other special purpose and general purpose local governments and is empowered to enter into agreements under the authority of the COOPERATIVE Charter, and Section 163.01(7) and Chapter 189, Florida Statutes.

B. ST. CLOUD is a municipal corporation of the state of Florida, empowered to enter into agreements under the authority of Section 166.021, Florida Statutes, which, as provided in Section 2(b), Art VIII of the State Constitution, grants municipal corporations the governmental, corporate and proprietary powers necessary to enable them to conduct municipal government, perform municipal functions and render municipal services.

C. TOHO is an independent special district created by special act of the Florida Legislature, empowered to enter into agreements under the authority of the Tohopekaliga Water Authority Act, Chapter 2003-368 (as amended by Chapters 2007-287, 2013-266 and 2018-186), Laws of Florida.

D. ORANGE COUNTY is a charter county and a political subdivision of the State of Florida empowered to enter into agreements under the authority of its home rule powers, as well as Sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

E. POLK COUNTY is a charter county and a political subdivision of the State of Florida empowered to enter into agreements under the authority of its home rule powers, as well as Sections 125.01(1)(k)1, 125.01(1)(p), 125.01(3)(a), and 153.03(6), Florida Statutes, which authorize counties to enter into agreements with other public agencies and private corporations to accomplish goals for providing water to their customers.

**d) Section III, Findings, is amended by renaming and replacing Section III in toto with the following:**

**Section III. REALLOCATION OF WATER ALLOTMENTS RESULTING FROM THE DEPARTURE OF RCID FROM THE AGREEMENT, AS AMENDED.**

A. On February 28, 2023, RCID withdrew from the AGREEMENT, as amended. As provided for in the AGREEMENT, as amended, the PARTIES to the AGREEMENT, as amended, agree, subject to the issuance of a modified Water Use Permit by the SFWMD, to a division of the allocation (1 MGD) that would have been allotted to RCID under the AGREEMENT, as amended, and shall receive water from the PROJECT and pay the Cost-Share as follows:

<b>PARTY</b>	<b>PERCENT</b>	<b>ESTIMATED ALLOCATION</b>	<b>COST-SHARE</b>
TOHO	43	12.9 MGD	\$8,320,500
ORANGE COUNTY	30	9 MGD	\$5,805,000
ST. CLOUD	16.67*	5 MGD*	\$3,225,645*
POLK COUNTY	10.33	3.1 MGD	\$1,998,855
<b>TOTAL</b>	<b>100</b>	<b>30 MGD</b>	<b>\$19,350,000</b>

\* ST. CLOUD's share is assumed, managed and financed by TOHO pursuant to terms of the St. Cloud/Toho Interlocal Agreement.

B. POLK COUNTY, which will receive a portion of the RCID allocation, acknowledges that TOHO absorbed RCID's Cost-Share for costs contracted after the effective date of the FOURTH AMENDMENT and agrees to reimburse ("Reimbursement") TOHO for: a) any costs and expenses advanced on behalf of RCID after the effective date of the FOURTH AMENDMENT, and b) any other costs and expenses incurred after the date of RCID's withdrawal, with both a) and b) above to be paid with 3% interest, in proportionate share to the allocation allotted to it by the division of RCID's allotted share. POLK COUNTY'S Reimbursement to TOHO shall be determined based on paid-in invoices up to the effective date of the SIXTH AMENDMENT, and approval of the reallocation of water by the SFWMD, whichever comes last. In the event the SFWMD does not issue a modified Water Use Permit for the reallocation of the RCID allotment as contemplated in the AGREEMENT, as amended, then POLK COUNTY's Reimbursement to TOHO shall be determined based on the proportion of the RCID allocation that it receives through the modified Water Use Permit. The PARTY that obtains the balance of the RCID allocation, if any, will pay to TOHO their respective portion of the Reimbursement.

C. With respect to remaining obligations of RCID under the THIRD AMENDMENT (including those obligations from the SECOND AMENDMENT that were rolled in to the THIRD AMENDMENT), the PARTIES agree that TOHO and POLK COUNTY will pay RCID's remaining commitment based on the percentage of their share of received RCID water allocation (i.e. TOHO – 90% of 1 MGD; POLK COUNTY – 10% of 1 MGD, if the reallocation is approved by the SFWMD through the issuance of a modified Water Use Permit, as contemplated in the AGREEMENT, as amended; or, the percentage of their share of received RCID water allocation, if a different allocation is approved by the SFWMD). In the event the SFWMD does not approve the reallocation of the RCID allotment as contemplated in the AGREEMENT, as amended, then the PARTY that obtains the balance of the RCID allocation will pay to TOHO the respective portion of the remaining obligations of RCID under the THIRD AMENDMENT (including those obligations from the SECOND AMENDMENT that were rolled in to the THIRD AMENDMENT).

**e) Subsection VI B of the AGREEMENT, as amended, is amended by adding a new Phase III, Stage 7 after the narrative describing Phase III, Stage 6 as follows, with all other provisions remaining unchanged:**

Stage 7 – Authorizing the following: 1) consultant services for construction administration, and construction observation for one injection well (IW-1) and one monitoring well at the IW-1 concentrate disposal well site; 2) consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site; 3) consultant services for construction administration of the raw water main construction; 4) construction of IW-1 and one monitoring well; 5) construction of a second monitoring well at the IW-1 concentrate disposal well site; 6) construction of a raw water main to connect production well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site; 7) a contingency for unforeseen and additional services related to the PROJECT.

**f) Subsection IX B of the AGREEMENT, as amended, is amended by adding the following new text after the narrative describing the TEC for Phase III, Stage 6, with all other provisions remaining unchanged:**

The TEC for Phase III Stage 7 is \$19,350,000, as more particularly described in Exhibit 8, attached hereto and incorporated herein by reference.

**g) Subsection IX F of the AGREEMENT is further amended by adding the following new text at the end of the subsection with all other provisions remaining unchanged:**

Until the modified Water Use Permit is issued, each PARTY agrees to participate financially according to its estimated Cost-Share shown on the table set forth below. The amount of funding for each PARTY represents the amount of public supply water (annual average) expected from the PROJECT based on the estimated available yield. The share of the estimated PROJECT cost of the PARTIES for Phase III, Stage 7 will be as follows:

**PHASE III, STAGE 7**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40	\$7,740,000
ORANGE COUNTY	30	\$5,805,000
ST. CLOUD	16.67*	\$3,225,645*
POLK COUNTY	10	\$1,935,000
RCID	3.33**	\$644,355**
<b>TOTAL</b>	<b>100</b>	<b>\$19,350,000</b>

\* ST. CLOUD's share is assumed, managed and financed by TOHO pursuant to the terms of the St. Cloud/Toho Interlocal Agreement.

\*\* RCID's share is assumed, managed and financed by TOHO pursuant to the terms of the FOURTH AMENDMENT, as amended, until the modified Water Use Permit is issued.

After the modified Water Use Permit is issued, the Cost-Share Amount and Percentage shall be governed by Section III. A through C.

**SECTION 2. EFFECTIVE DATE.** The SIXTH AMENDMENT shall become effective on the last date that the PARTIES hereto have executed same and the SIXTH AMENDMENT is recorded in the public records of Orange, Osceola, and Polk Counties.

**SECTION 3. ENTIRE AGREEMENT.** The AGREEMENT, as amended by the FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH AMENDMENTS, including exhibits, constitutes the entire agreement 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.

**SECTION 4. RECORDING.** Pursuant to section 163.01(11), Florida Statutes (2023), the SIXTH AMENDMENT shall be filed with the clerks of the circuit court of Orange, Osceola and Polk counties.

**SECTION 5. GENERAL AMENDMENTS AND RATIFICATIONS TO THE AGREEMENT.** Wherever the term "AGREEMENT" appears in the AGREEMENT, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, or SIXTH AMENDMENT, said reference is amended and understood to mean the AGREEMENT as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT and SIXTH AMENDMENT. Wherever the term "PROJECT" appears in the AGREEMENT or in the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, or SIXTH AMENDMENT, said reference is amended and understood to mean the

totality of the PROJECT, or a portion thereof as the usage of the word indicates. All other provisions of the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT and SIXTH AMENDMENT are hereby ratified and remain in full effect.

***[Signature pages to follow.]***

IN WITNESS WHEREOF, the undersigned has caused the SIXTH AMENDMENT to be duly executed.

THE WATER COOPERATIVE OF CENTRAL FLORIDA  
By: its Board of Supervisors

\_\_\_\_\_  
Linette Matheny, Chair

\_\_\_\_\_  
Attest: Hector Lizasuain, Secretary

Date: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned has executed the SIXTH AMENDMENT below in its capacity as a Member Government of THE WATER COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of the CITY OF ST. CLOUD and the respective obligations of the individual Member Governments as they apply to the CITY OF ST. CLOUD, in accordance with the terms of the AGREEMENT, as amended.

CITY OF ST. CLOUD, FLORIDA

By: TOHOPEKALIGA WATER AUTHORITY, as Agent for  
CITY OF ST. CLOUD, FLORIDA, pursuant to the  
St. Cloud/Toho Interlocal Agreement

By: \_\_\_\_\_  
Todd P. Swingle, P.E.  
Executive Director

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed the SIXTH AMENDMENT below in its capacity as a Member Government of THE WATER COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of the TOHOPEKALIGA WATER AUTHORITY and the respective obligations of the individual Member Governments as they apply to the TOHOPEKALIGA WATER AUTHORITY, in accordance with the terms of the AGREEMENT, as amended.

TOHOPEKALIGA WATER AUTHORITY

By: Board of Supervisors

By: \_\_\_\_\_  
Hector Lizasuain, Chair

Attest: \_\_\_\_\_  
William "Bill" Land, Secretary

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Attorney

IN WITNESS WHEREOF, the undersigned has executed the SIXTH AMENDMENT below in its capacity as a Member Government of WATER THE COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of POLK COUNTY and the respective obligations of the individual Member Governments as they apply to POLK COUNTY, in accordance with the terms of the AGREEMENT, as amended.

POLK COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
George Lindsey III, Chair

Attest: \_\_\_\_\_  
Stacy M. Butterfield, Clerk

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
County Attorney

IN WITNESS WHEREOF, the undersigned has executed the SIXTH AMENDMENT below in its capacity as a Member Government of THE WATER COOPERATIVE OF CENTRAL FLORIDA, and, in its individual capacity, to ratify and accept on to itself the obligations of ORANGE COUNTY and the respective obligations of the individual Member Governments as they apply to ORANGE COUNTY, in accordance with the terms of the AGREEMENT, as amended.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings, Orange County Mayor

Attest: Phil Diamond, C.P.A., County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

EXHIBIT 8

Phase III, Stage 7 Costs

Consultant services for construction administration, and construction observation for one injection well (IW-1) and one monitoring well at the IW-1 concentrate disposal well site	\$1,000,000
Consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site	\$150,000
Consultant services for construction administration of the Raw Water Main Construction	\$100,000
Construction of 1 injection well (IW-1) and 1 monitoring well	\$8,000,000
Construction of a second monitoring well at IW-1 concentrate disposal well site	\$1,500,000
Construction of Raw Water Main to Connect Production Well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site	\$7,100,000
Contingency for unforeseen and addition services related to the PROJECT	\$1,500,000
<b>Total</b>	<b>\$19,350,000</b>

# WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: October 4, 2023

Agenda Item No: **4**

Attachments: Resolution 2023-010

**Title:**

**A RESOLUTION OF THE WATER COOPERATIVE OF CENTRAL FLORIDA REGARDING EXECUTION OF AMENDMENTS TO THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT AND EXECUTION OF AGREEMENTS AND AMENDMENTS IN GENERAL**

**Explanation:**

The Board entered into the Cypress Lake Alternative Water Supply Agreement in August of 2011, and has since then executed five amendments thereto, always signed by each member of the Board. While execution by each member has afforded certain ceremonial embellishment to the Cypress Lake Alternative Water Supply Agreement ("Agreement"), it is only necessary for the Chair to sign such documents with the attestation of the Secretary.

In the interest of administrative efficiency and expediency, execution of amendments to the Agreement (or entry of any other agreements or amendments), it is appropriate to dispense with the custom of having every Board member execute the Agreement or any other agreement or amendments thereto and the lack of such multiple execution does not affect the validity of an agreement or amendment thereto.

The purpose of the resolution before you is to direct that agreements, amendments and other documents that are not delegated for execution by the Executive Director be executed by the Chair and attested to by the Secretary of the Board and that lack of signature by each and every member does not affect the validity of an agreement or amendment thereto, whether previously entered into or to be entered into in the future.

**Costs: None**

**Recommendation: Approve the resolution**

**Initials: sa**

RESOLUTION NO. 2023-010  
A RESOLUTION OF THE WATER COOPERATIVE OF CENTRAL FLORIDA REGARDING EXECUTION OF  
AMENDMENTS TO THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT AND  
EXECUTION OF AGREEMENTS AND AMENDMENTS IN GENERAL

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WATER COOPERATIVE OF CENTRAL  
FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the authority granted to the Board of Supervisors ("Board") of the Water Cooperative of Central Florida by the Interlocal Agreement Relating to the Establishment of the Water Cooperative of Central Florida by and among the City of St. Cloud, Florida, Tohopekaliga Water Authority, Orange County and Polk County Florida.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared by the Board that:

- (A) The Board entered into the Cypress Lake Alternative Water Supply Agreement in August of 2011, and has since then executed five amendments thereto, always signed by each member of the Board.
- (B) While execution by each member has afforded certain ceremonial embellishment to the Cypress Lake Alternative Water Supply Agreement ("Agreement"), it is only necessary for the Chair to sign such documents with the attestation of the Secretary.
- (C) In the interest of administrative efficiency and expediency, execution of amendments to the Agreement (or entry of any other agreements or amendments), it is appropriate to dispense with the custom of having every Board member execute the Agreement or any other agreement or amendments thereto and the lack of such multiple execution does not affect the validity of an agreement or amendment thereto.

SECTION 3. RESOLUTION. The Board hereby resolves that agreements, amendments and other documents that are not delegated for execution by the Executive Director shall be executed by the Chair and attested to by the Secretary of the Board and that lack of signature by each and every member does not affect the validity of an agreement or amendment thereto, whether previously entered into or to be entered into in the future.

SECTION 4. EFFECTIVE DATE. This resolution takes effect upon its approval by vote of the Board.

PASSED AND DULY ADOPTED BY THE BOARD ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2023.

THE WATER COOPERATIVE OF CENTRAL FLORIDA

By: its Board of Supervisors

\_\_\_\_\_  
Linette Matheny

\_\_\_\_\_  
Nicole Wilson

\_\_\_\_\_  
Neil Combee

\_\_\_\_\_  
Hector Lizasuain

## WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 4, 2023**

**Agenda Item No. 5**

**Attachments:** None

**Title:**

**CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT UPDATE**

**Explanation:**

Deborah Beatty, Toho Project Manager for the Cypress Lake Alternative Water Supply (CL AWS) Project, will provide a brief update on the status of the project progress since the August 10, 2023 Water Cooperative Board meeting as well as discussion on related agreements and business matters.

**Costs:**

None.

**Recommendation:**

No action required by the Board.

**Initials:** dab



**WATER CO-OPERATIVE OF CENTRAL FLORIDA**

**Meeting Date: October 4, 2023**

**Agenda Item No. 6**

**Attachments: None**

**Title: APPROVAL OF THE SELECTION OF WHARTON SMITH TO PROVIDE CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT**

On April 10, 2023, Toho Water Authority (Toho), acting as the Project Administrator on behalf of the Water Cooperative of Central Florida (WCCF), advertised a Request for Qualifications/Request for Proposals for Construction Manager at Risk (CMAR) services for the Cypress Lake Alternative Water Supply (AWS) Project. The selection process recently concluded and staff is now requesting the WCCF Board of Supervisors approve the selection of Wharton Smith, Inc. to provide CMAR services for the Cypress Lake AWS Project.

The solicitation for CMAR services was segmented into two phases. Phase 1 requested information related to CMAR qualifications and experience with projects similar to the Cypress Lake Alternative Water Supply Project; Phase 2 required qualified companies from Phase 1 to submit a written project approach and a limited price and fee proposal sufficient to ensure the firm selected would provide competent and cost effective CMAR services, and participate in interviews with the Selection Committee.

On May 25, 2023, Toho received Phase 1 Statements of Qualifications from two CMAR Firms:

- Kiewit
- Wharton Smith, Inc.

Both CMAR Firms met the qualifications required by the Phase 1 Request for Qualifications. Requirements included: experience with five similar reverse osmosis water treatment plants of similar size; experience with the CMAR construction delivery method; Insurance and Bonding capability; Financial Stability of the Firm; and other relevant information pertaining to qualifications. The CMAR Firms were then advanced to Stage 2 and each firm submitted a Project Approach, Cost and Fee Proposal, and interviewed with the Selection Committee comprised of staff from the WCCF member governments.

Submitted cost and fee proposal information are as follows:

	<u>Preconstruction Services</u>	<u>Construction Fee (% of Cost of Construction)</u>
Kiewit	\$3,950,000	8.5%
Wharton Smith	\$ 681,002	7%

The CMAR Firms also submitted their current cost for Bonds and Insurance (B&I) as a percentage of the cost of construction; and current labor rates. Both Firms had similar B&I rates. However, Kiewit's labor rates were approximately four times higher than Wharton Smith's. While the Labor rates included in the submittal won't be used directly to develop construction General Conditions (GCs) due to the amount of time between design and

construction, they will be used as a basis for developing GCs which will be subject to open book negotiations and substantiation of escalated rates.

In addition to Wharton Smith's cost-effective pricing, they also had a superior interview with the selection committee. Wharton Smith discussed their approach to the project preconstruction services during the design phase; recommended value changes that could save costs during the construction phase; addressed their approach to managing subcontractors; and discussed their approach to interacting and coordinating with the WCCF's project management team, and the design engineer.

As the CMAR, Wharton Smith will work with Toho, the WCCF member's staff, and the design engineer throughout the preconstruction (design) phase to provide constructability reviews and construction cost estimates, and recommend value changes to potentially lower construction costs. Wharton Smith will also work with the WCCF's selected Contract Operator, selection to be finalized in early 2024, to ensure equipment life cycle costs, chemical costs, and maintenance and operations cost implications are considered. To complete the preconstruction phase services, Wharton-Smith will be responsible for the bidding of subcontract packages. Competitive pricing will be assured through Wharton-Smith's competitive bidding process with various pre-approved equipment vendors and prequalified subcontractors. Based on the resultant vendor and subcontractor bid prices, Wharton Smith will prepare a Guaranteed Maximum Price (GMP) for the construction of the project. Upon completion, the GMP will be presented to the Board for approval. Wharton Smith will then enter into agreements with the low bid vendors and subcontractors. The GMP will not be exceed throughout construction unless substantial changes are made, which will require Board approval.

During construction, Wharton Smith will administer the contracts necessary to perform the work. Wharton Smith will coordinate the work, manage the successful bidders during construction, and ultimately will be responsible for the completed work. Wharton Smith will assist with start up and commissioning of the Cypress Lake Water Treatment Plant (WTP) until the WTP is operating as intended. Afterwards, Wharton Smith will be responsible for addressing any warranty items.

**Costs:** None at this time; upon approval of the selection of Wharton Smith, Inc. by the WCCF Board of Supervisors to provide CMAR service, Toho will negotiate and execute a contract for Preconstruction Services only, in the amount of \$681,002; sufficient funding for this service has been approved in the Cypress Lake AWS Interlocal Agreement Amendment #5. A contract addendum for the Construction Phase will be executed only after funding for construction has been approved by the WCCF Board.

**Recommendation:** Toho as acting project administrator, with the concurrence of the Selection Committee of participating WCCF member government utility staff, recommends the Water Cooperative of Central Florida Board of Supervisors approve the selection of Wharton Smith to provide Construction Manager at Risk Services for the Cypress Lake Alternative Water Supply Project.

Initials: dab

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# WATER CO-OPERATIVE OF CENTRAL FLORIDA

<b>Meeting Date: October 4, 2023</b>	<b>Agenda Item No. 7</b>
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**Attachments:** Proposed WCCF Board Meeting Dates FY24

**Title: SELECTION OF THE PROPOSED WCCF BOARD MEETING DATES FY24**

**Explanation:**

Statutory Requirement:  
The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually in a newspaper of general paid circulation in the manner required in this subsection.

The governing body of an independent special district shall advertise the day, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the governing body, at least 7 days before such meeting, in a newspaper of general paid circulation in the county or counties in which the special district is located, unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the governing body. No approval of the annual budget shall be granted at an emergency meeting.

Past Practice:  
The Cooperative has in the past established and published an annual schedule of quarterly meetings, typically occurring on the first Wednesday of the quarter barring holiday conflicts. The schedule can be adjusted if needed with publication of an amended schedule. See Section 2.02 (E) of the Charter. Based upon this practice and the practice of scheduling at least one of the quarterly meetings in October to kick off the year, elect officers and adopt a budget, the following dates, with key meeting elements noted, are recommended for consideration:

**January 17, 2024** – Agenda items as scheduled  
**April 10, 2024** – Agenda items as scheduled  
**July 10, 2024** – Agenda items as scheduled and approve proposed budget for 2025  
**October 9, 2024**– Adopt final 2025 budget and set meeting dates for 2025

**Costs:** None

**Recommendation:**  
Staff recommends approval of the Meeting Dates for 2024.

**Initials:** as

# WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 4, 2023**

**Agenda Item No. 8**

**Attachments:**

FY2023 Budget vs. Actuals and Proposed FY2024 Budget

**Title:**

**APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FISCAL YEAR 2024**

**Explanation:**

The budget for FY2024 contains the same expense line items as contained in this year's (FY2023) budget. The line for "WCCF Legal and Consulting Support" provides for legal and consulting support activities pertinent to the WCCF, which may include regulatory and technical matters impacting the WCCF members. The FY2023 and current budget status through August 2023 are included in the attachment.

Revenue for the budget is to be provided through a projected reserve carry-over of \$256,018 from FY2023 and a \$2,000.00 contribution (slightly reduced from last year's) from each of the four member governments. The budget provides for an estimated ending year reserve of \$129,343. The only funding approval that will be necessary from each member government to fund the proposed budget is the \$2,000 contribution.

In accordance with the Interlocal Agreement establishing the Water Cooperative, the budget process requires the submission of a proposed budget to the member governments a minimum of 30 days in advance of adopting the annual budget. The budget document should be approved by the Board of Supervisors for submission to the member governments in advance of final approval. The proposed budget document was approved by the Board of Supervisors at the August 10, 2023, WCCF meeting. The Board is requested to formally approve the budget as presented.

**Costs:**

Budget with contributions by WCCF members as noted.

**Recommendation:**

Staff recommends approval of the final budget for Fiscal Year 2024.

**Initials: ag**

Water Cooperative of Central Florida  
 FY2023 Budget vs. Actuals / FY2024 Budget  
 FY2023 / FY2024

	FY2023 Budget	FY2023 Actuals to Date Actuals as of 5/31/2023	FY2024 Budget
<b>Income -- Annual Working Capital Contributions</b>			
Reserves Carry-over	\$250,535.26	\$245,483.20	\$256,018.32
Reimbursement from Reedy Creek Improvement District *	\$30,000.00		\$30,000.00
Toho Water Authority			
General Administration	\$5,000.00	\$5,000.00	\$2,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
Orange County			
General Administration	\$5,000.00	\$5,000.00	\$2,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
City of St. Cloud			
General Administration	\$5,000.00	\$5,000.00	\$2,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
Polk County			
General Administration	\$5,000.00	\$5,000.00	\$2,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
<b>Miscellaneous Income</b>			
Reedy Creek Improvement District			
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
Interest on SunTrust Account	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>	<b><u>\$300,535.26</u></b>	<b><u>\$265,483.20</u></b>	<b><u>\$294,018.32</u></b>
<b>Expenses</b>			
Water Supply Project Management and Administration			
Reimbursement to Toho Water Authority	\$0.00	\$0.00	\$0.00
Advertising Meetings	\$5,080.67	\$495.41	\$2,000.00
Legal Expense			
Meetings (4 regular & 1 special)	\$10,000.00	\$3,595.50	\$5,000.00
WCCF Legal and Consulting Support	\$150,000.00		\$150,000.00
Miscellaneous	\$1,000.00	\$1,160.75	\$1,000.00
<b>Total Legal</b>	<b>\$161,000.00</b>	<b>\$4,756.25</b>	<b>\$156,000.00</b>
Accounting (Annual Report)	\$6,300.00	\$4,000.00	\$5,500.00
Annual Filings	\$175.00	\$175.00	\$175.00
Board Expenses	\$1,000.00	\$38.22	\$1,000.00
<b>TOTAL</b>	<b><u>\$173,555.67</u></b>	<b><u>\$9,464.88</u></b>	<b><u>\$164,675.00</u></b>
<b>NET RESERVES</b>	<b><u>\$126,979.59</u></b>	<b><u>\$256,018.32</u></b>	<b><u>\$129,343.32</u></b>

\* RCID reimbursement based upon 20% of CFWI and other approved regulatory related legal expenses