



The Water Cooperative of Central Florida  
Wednesday, October 2, 2013  
2:00 PM  
Toho Administration Building  
951 MLK Boulevard  
Kissimmee, FL

### **Agenda**

1. Approval of the Board Meeting Minutes from July 10, 2013
2. Approval of a Schedule of Meetings for 2014
3. Approval of Resolution WC-002-2013 Regarding Reimbursement of Agent's Expenses
4. Approval of Reimbursement of Expenditures to Date by Toho Water Authority on behalf of the Water Cooperative of Central Florida
5. Approval of the First Amendment to the Interlocal Agreement for the Preliminary Engineering and Permitting of the Cypress Lake Wellfield Project
6. Status Update of the Cypress Lake Wellfield Alternative Water Supply Project
7. Board Member Comments

<b>Description</b>	Regular meeting of the Water Cooperative of Central Florida. Present at the meeting were TWA Board Chairman Bruce Van Meter, Polk County Commissioner George Lindsey, and Orange County Commissioner Tiffany Russell Moore. City of St. Cloud Councilman, Donald Shroyer was not present.		
<b>Date</b>	07/10/2013	<b>Location</b>	Tohopekaliga Water Authority Board Room
	<b>ITEM</b>	<b>NOTES</b>	
	MEETING CALLED TO ORDER	Chairman Van Meter called the meeting to order at 2:12 PM.	
	APPROVAL OF MINUTES FROM THE APRIL 10, 2013 MEETING	Commissioner Russell motioned for approval of the April 10, 2013 meeting minutes and Commissioner Lindsey seconded the motion. Motion passed 3 to 0.	
	APPROVAL OF THE AGENDA	Toho Water Authority Executive Director Wheeler advised the Board that an item needed to be added to the agenda; an amendment to the FY 2013 Budget. Commissioner Lindsey moved for approval of the Agenda with the addition of the proposed amendment to the FY 2013 Budget and Commissioner Russell seconded the motion. Motion passed 3 to 0.	
	RESOLUTION TO AMEND THE WATER COOPERATIVE OF CENTRAL FLORIDA FY2013 BUDGET	Mr. Wheeler explained that the FY2013 budget needed to be amended to provide for the reimbursement to Toho Water Authority for expenditures made by the Authority on behalf of the Water Cooperative in FY2011 and FY2012. These expenses were incurred by the Authority during those fiscal years during the start-up of the Water Cooperative and occurred prior to the Water Cooperative adopting its first budget. There were \$679 expended in FY2011 and \$10,712.30 expended in FY2012. To reimburse the Authority out funds from the FY2013 budget, the Board would need to amend the FY2013 budget to include these expenditures. There was some uncertainty as to whether the budget could be amended by motion or needed to be amended by resolution. Amending by resolution was the most conservative approach. Commissioner Lindsey moved approval of the Resolution and Commissioner Russell seconded the motion. Motion passed 3 to 0.	
	APPROVAL OF THE WATER COOP BUDGET FOR FY 2014	Mr. Wheeler advised the Board that the Budget for FY2014 was submitted to the Water Cooperative member governments for their thirty day review period as required by the interlocal agreement. There have been no comments received from the	

		member governments. Commissioner Lindsey moved for approval of the FY2014 Budget and Commissioner Russell seconded the motion. Motion was passed 3 to 0.
	STATUS UPDATE ON THE CYPRESS LAKE WELLFIELD PROJECT	Deb Beatty gave a PowerPoint presentation summarizing the status of the Cypress Lake Wellfield Alternative Water Supply project. Ms. Beatty reported on the status of the two (2) Cypress Lake preliminary design phases under contract; (1) Cypress Lake Transmission, Optimization, and Interlocal Hydraulic Analysis Project; and (2) Cypress Lake Water Treatment Plant Wellfield and Raw Water Main Projects. Ms. Beatty advised that Phase #1 is currently underway and on schedule. Phase #2: A consultant has been selected for Phase 2 of the project and the Scope of Service contract was approved by the TWA Board of Supervisors at their June 26 <sup>th</sup> Board meeting. The status of groundwater availability assessment for the Central Florida Water Initiative area was discussed and the results are due out in the next two to three months. Ms. Beatty fielded questions from the Board members.
	STAFF REPORTS	The Board discussed that the next meeting will be October 2nd.
	ADJOURNED	<p>There being no further business to come before the Board, Chairman Van Meter adjourned the meeting at 2:33 PM.</p> <hr/> <p>Bruce R. Van Meter, Chairman</p> <hr/> <p>Tiffany Russell Moore, Secretary</p>

**PUBLIC NOTICE**  
**WATER COOPERATIVE OF CENTRAL FLORIDA**  
**MEETING SCHEDULE FOR 2014**

The Water Cooperative of Central Florida will hold meetings Wednesday, January 8, 2014 Wednesday, April 2, 2014, July 2, 2014, and Wednesday, October 1, 2014. The meetings will begin at 2:00 PM and will be held at the Toho Water Authority administration building located at 951 Martin Luther King Boulevard, Kissimmee, FL 34741.

Purpose of these meetings is to act upon and approve proposed regional water supply projects.

Anyone interested in obtaining more information about these meetings may contact Mr. Brian Wheeler at 407-944-5131.

Any person requiring special accommodations at the meetings because of a disability or physical impairment should contact the Tohopekaliga Water Authority at 407-944-5000.

CATEGORY: Water Cooperative of Central Florida

Attachments: Resolution WC-002-2013 Regarding Reimbursement of Agent's Expenses

**Approval of Resolution Regarding Reimbursement of Agent's Expenses**

**Explanation:** At the last meeting, the Board of Supervisors approved modification to the budget to provide for the reimbursement to TWA for expenses incurred and paid during the past two fiscal years. To provide the mechanism to reimburse the Authority on an on-going basis instead of once a year, the Cooperative counsel has drafted a resolution that would authorize the reimbursements to be made on a quarterly basis and in some instances on a monthly basis. Under the proposed resolution, TWA would present an accounting of expenditures for which reimbursement is being requested to the Board of Supervisors at each quarterly meeting. Upon approval by the board, either the Chairman or Vice Chairman can authorize the payment either by electronic transfer of funds or by check. Additionally, the resolution allows for TWA to submit for approval by the board a detail of expenses anticipated to be incurred during the quarter following the meeting. Following approval by the board, the Authority could then be reimbursed on a monthly basis for those approved expenses. This reimbursement resolution will provide for a more timely reimbursement process.

**Recommendation:** Staff recommends approval of the Resolution regarding reimbursement of agent's expenses.

Resolution for Reimbursement for TWA Expense.10.02.13blw

**RESOLUTION NO. WC-002-2013**

**RESOLUTION OF  
THE WATER COOPERATIVE OF CENTRAL FLORIDA  
REGARDING REIMBURSEMENT OF AGENT'S EXPENSES**

Whereas, the Water Cooperative of Central Florida (the "Cooperative") was created pursuant to 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 (the "Authority"), Orange County and Polk County (the "Charter") and was granted the authority to do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper, in connection with any of the powers, duties, obligations or purposes authorized by the Charter; and

Whereas, Subsection 2.02 (F) of Article II of the Charter authorizes the Chairman and Vice Chairman to have all such powers and sign all documents on behalf of the Cooperative in furtherance of the Charter or as may be approved by resolution of the Board of Supervisors adopted at a duly called meeting; and

Whereas, Subsection 3.02 (A) of Article III of the Charter provides that the Authority shall serve as the agent of the Cooperative within the scope of authority provided in the Charter until the Board of Supervisors retains a new agent; and

Whereas, Subsection 3.02 (B) of Article III of the Charter provides that the Cooperative shall periodically, but not more often than monthly, pay and reimburse the agent for all actual and verifiable costs (including reasonable indirect cost accounting for labor, materials, equipment, facilities, and other resources) incurred to implement and administer the Cooperative and that such expenditures shall be reviewed and approved by the Cooperative; and

Whereas, the Cooperative now desires to establish the protocol for reimbursement of the Authority.

Now, therefore be it resolved by the Board of Supervisors as follows:

1. This Resolution supersedes contrary provisions of any and all prior resolutions by the Board of Supervisors.

2. The agent of the Cooperative shall maintain the check stock for the Cooperative's bank account(s) and supporting documentation of any approved expense, expenditure or reimbursement of the Cooperative. The agent of the Cooperative shall prepare and initiate the request for reimbursement, provide supporting documentation and detail the payment source.

3. All expenditures made by the Authority for which reimbursement is sought shall be presented to the Board of Supervisors at a quarterly meeting of the Cooperative, together with a detailing of the approved budget item to which the expenditure corresponds. After approval of the reimbursement by the Board of Supervisors, the Chairman and Vice Chairman are each approved to authorize transfer of funds to the agent, electronically or by check, pursuant to paragraph 5 of the resolution.

4. In addition to any request for reimbursement, as described above, the Authority may, but shall not be required to, submit to the Board of Supervisors at a quarterly meeting, a detailing of such expenses as it anticipates incurring to implement and administer the Cooperative during the upcoming quarter. In such case, after approval by the Board of Supervisors of the items presented pursuant to this paragraph 4 of the resolution, the Chairman and Vice Chairman are each approved to authorize payment of such expenses/reimbursements upon presentation of documentation from the Authority evidencing the expenditure. However, reimbursement to the Authority for such expenses incurred to implement and administer the Cooperative shall not be made more often than monthly. In such case, the Chairman or Vice Chairman is approved to authorize transfer of funds to the agent, electronically or by check, pursuant to paragraph 5 of the resolution.

5. The Chairman or Vice Chairman are each authorized to execute checks, wires to and transfers from, and all documents regarding, the Cooperative's bank account. However, the signatures of both the Chairman and the Vice Chairman shall be required to sign any check or approve any wire transfer in a sum of \$10,000.00 or more.

6. This resolution shall become effective immediately upon passage.

PASSED and ADOPTED by the Cooperative in regular meeting assembled this 2<sup>nd</sup> day of October, 2013.

THE WATER COOPERATIVE OF CENTRAL FLORIDA

By: \_\_\_\_\_  
Bruce R. Van Meter, Chairman

Attest: \_\_\_\_\_  
Tiffany Moore Russell, Secretary

CATEGORY: Water Cooperative of Central Florida

Attachments: Itemized list of expenditures by Toho Water Authority for FY2013 thru September 27, 2013

**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 will be requested to adopt a resolution at the October 2, 2013 meeting authorizing the reimbursement of expenses incurred by Toho Water Authority (TWA) on behalf of the Water Cooperative on a quarterly basis. If the resolution is adopted the Authority could submit a detailed list of expenses incurred each quarter to the Board for approval for reimbursement. Under the resolution the TWA 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 TWA on behalf of the Water Co-operative is being submitted for approval for reimbursement contingent upon the Board approving the authorizing resolution.

**Recommendation:** Staff recommends approval of the list of expenditures submitted to date for reimbursement to the TWA.

REIMBURSEMENT TWA EXPENSES.10.02.13BLW

## Toho Water Authority List of Expenditures (January 1, 2013 – September 6, 2013) on behalf of the Water Cooperative of Central Florida

<b>Vendor</b>	<b>Date</b>	<b>Invoice</b>	<b>Amount</b>
Dept. of Economic Opportunity	1/17/2013	FY2012/13 annual fee	\$225.00
Orlando Sentinel	1/27/2013	1221795	\$55.00
The Ledger	1/31/2013	912701	\$253.71
Sun Publications	2/2/2013	116480	\$19.50
Akerman Senterfitt	2/5/2013	8771051	\$2,975.34
Akerman Senterfitt	5/15/2013	8800543	\$1,851.65
Akerman Senterfitt	9/6/2013	8837247	\$97.50
		<b>TOTAL</b>	<b>\$5,477.70</b>

CATEGORY: Water Cooperative of Central Florida

Attachments: First Amendment to Interlocal Agreement for the Preliminary Engineering and Permitting of the Cypress Lake Wellfield Project

**Approval of the First Amendment to the Interlocal Agreement for the Preliminary Engineering and Permitting of the Cypress Lake Wellfield Project**

**Explanation:** The FY2014 Budget approved by the Water Cooperative Board of Supervisors at the July 10<sup>th</sup> meeting included funding for the management and administration of the Cooperative alternative water supply (AWS) projects and more specifically the Cypress Lake AWS project in the near future. When the preliminary engineering phase of the Cypress Lake AWS project progresses to the point that specific projects emerge to be designed and constructed, TWA would retain the services of a project manager to oversee these projects and the Cooperative would reimburse TWA for the time the project manager expended on the project(s) on an hourly basis including benefits. Presently, the Interlocal Agreement for the Cypress Lake project provides for project management to be provided through a consultant and provides for the reimbursement of TWA on that basis. To provide for the reimbursement to TWA for project management costs incurred through an employee of the Authority, the Interlocal Agreement requires amendment. The attached amendment provides the appropriate language authorizing the reimbursement of project management services provided by a TWA employee. After approval by the Water Cooperative Board of Supervisors, the Amendment will be submitted to each of the participating governments for approval too. The amendment does not authorize the expenditure of any additional funds, only providing the authorization for the reimbursement as outlined above.

**Recommendation:** Staff recommends approval of the First Amendment to the Interlocal Agreement for the Preliminary Engineering and Permitting of the Cypress Lake Wellfield Project.

Cypress Lake Interlocal 1<sup>st</sup> Amend.10.02.2013.blw

FIRST AMENDMENT TO  
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  
AND RELATED MATTERS

THIS FIRST AMENDMENT TO 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 AND RELATED MATTERS ("First Amendment") is made and entered into by and amongst THE WATER COOPERATIVE OF CENTRAL FLORIDA ("THE COOPERATIVE"), a unit of local government, whose address is c/o its agent, Tohopekaliga Water Authority ("TWA"), 951 Martin Luther King Boulevard, Kissimmee, Florida 34741; ORANGE COUNTY ("ORANGE COUNTY"), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393; and REEDY CREEK IMPROVEMENT DISTRICT ("RCID"), an independent special district created pursuant to Chapter 67-764, Laws of Florida, whose address is P.O. Box 10170, Lake Buena Vista, Florida 32830, all collectively referred to herein as the "PARTIES."

WITNESSETH

WHEREAS, the PARTIES entered into an agreement on August 30, 2011, 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 and Related Matters ("AGREEMENT"); and

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

WHEREAS, the AGREEMENT authorized and made provision in the Summary Scope of Work (Exhibit I of the AGREEMENT) and in Phase II Total Estimated Cost (Exhibit 3 of the AGREEMENT) for Project Management and Administration to be undertaken by selected consultant(s) in the amount of \$300,000.00; and

WHEREAS, the PARTIES now wish to amend the AGREEMENT in accordance with Paragraph B of Section XII thereof: 1) to transfer those Project Management and Administration tasks described in Exhibit I, the Summary Scope of Work under "General, Project Management and Administration" to TWA, which will assign a TWA employee or employees to perform the aforesaid Project Management and Administration responsibilities; and 2) to provide for reimbursement to TWA at the hourly rate of the employee(s), including benefits and overhead, for performance of the Project Management and Administration responsibilities delineated under Exhibit I Project Management and Administration; and

WHEREAS, the PARTIES continue to recognize the benefits of regional cooperation and have determined that entering into this First Amendment is in their mutual interest; and

WHEREAS, THE COOPERATIVE is empowered to enter into interlocal agreements and amendments under the authority of its charter and section 163.01(7)(g), Florida Statutes (2012); and

WHEREAS, ORANGE COUNTY is empowered to enter into interlocal agreements and amendments thereto pursuant to its home rule powers, section 125.01(1)(p), Florida Statutes (2012), and chapter 163, part I, Florida Statutes (2012); and

WHEREAS, RCID is empowered to enter into interlocal agreements and amendments thereto pursuant to Chapter 67-764, Laws of Florida.

NOW THEREFORE, in consideration of the foregoing premises, the PARTIES agree as follows:

SECTION 1. Recitals. The above recitals are true and correct and form a material part of the First Amendment.

SECTION 2. The Agreement is amended as follows:

A. Subsection VII. C. shall be amended by adding a sentence at the end of the paragraph as follows:

Approval of the selection of the TWA employee or employees to perform the Project Management and Administration responsibilities described in the GENERAL section of EXHIBIT 1 – SUMMARY SCOPE OF WORK of the AGREEMENT shall be at the discretion of the Project Administrator and will not require approval from the Project Managers.

B. Subsection IX. C. is amended by replacing Subsection IX. C. *in toto* with the following:

All funds provided by the PARTIES and any member government of THE COOPERATIVE shall be utilized exclusively for reimbursement of TWA's costs and expenses as provided in Subsection IX. A., payment to the consultant(s) under contract with the Project Administrator to implement the Work, reimbursement to the Project Administrator for same, and reimbursement to the Project Administrator for Project Management and Administration responsibilities of the Work performed by one or more TWA employees, based on the hourly rate(s) of the TWA employee or employees, including benefits and overhead.

C. Paragraph IX. H. (4) is amended by replacing Paragraph IX. H. (4) *in toto* with the following:

Phase II Invoicing – Upon execution of the contract(s) with the consultant(s) selected to perform the NSW, the Project Administrator shall provide written notification to each PARTY of its Cost-Share based upon the individual cumulative shares set forth in Subsections IX. F. and G. In the case of THE COOPERATIVE, the written notification shall be submitted to each Member Government. Thereafter, the Project Administrator

shall invoice the PARTIES: 1) as and when the Project Administrator is invoiced by the consultant(s); and 2) monthly for the hourly rate(s), including benefits and overhead, of the TWA employee(s) who performed the Project Management and Administration responsibilities of the Work. The PARTIES shall make payments to the Project Administrator within sixty (60) calendar days of receipt of an invoice from the Project Administrator. In the case of THE COOPERATIVE, the invoice shall be submitted to and payment remitted by each member government, as set forth in this Section IX.

D. The description of "Project Management and Administration" in the GENERAL section of EXHIBIT 1 – SUMMARY SCOPE OF WORK of the AGREEMENT is amended by replacing the description of "Project Management and Administration" *in toto* with the following:

**Project Management and Administration** – the Project Administrator, through a TWA employee or employees, will prepare project presentations, reports, communiqués and notifications, administer workshops, Board meetings and public meetings, and provide other miscellaneous management and administrative duties, including conducting design workshops to attain unanimous agreement from the participating PARTIES.

SECTION 3 Upon the Effective Date of this First Amendment, ORANGE COUNTY shall remain a PARTY to the AGREEMENT as a member of THE COOPERATIVE, but shall not remain a PARTY to the AGREEMENT independent of its membership in THE COOPERATIVE.

SECTION 4. Upon the Effective Date of this First Amendment, the AGREEMENT shall be known as 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 Orange County shall execute any and all such amendments as a member of THE COOPERATIVE, and not as an additional PARTY to the AGREEMENT.

SECTION 5. Filing. Pursuant to section 163.01(11), Florida Statutes (2012), the First Amendment shall be filed with the clerks of the circuit court of ORANGE, OSCEOLA AND POLK COUNTIES.

SECTION 6. Effective Date. The First Amendment shall become effective on the last date this First Amendment is: 1) executed by the PARTIES hereto and the member governments of THE COOPERATIVE have executed same; and 2) recorded in the public records of ORANGE, OSCEOLA AND POLK COUNTIES.

SECTION 7. All other provisions of the AGREEMENT are hereby ratified and remain in full effect.

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

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be duly executed and entered into as of the first of the month in which the last of the PARTIES hereto and the member governments of THE COOPERATIVE have executed same.

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

\_\_\_\_\_  
Bruce R. Van Meter, Chairman

\_\_\_\_\_  
Donald Shroyer, Vice Chairman

\_\_\_\_\_  
Tiffany Moore Russell, Secretary

\_\_\_\_\_  
George Lindsey

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

IN WITNESS WHEREOF, the undersigned in its capacity as a member of THE COOPERATIVE and as an individual PARTY to the AGREEMENT and this First Amendment has caused this First Amendment to be duly executed and entered into as of the first of the month in which the last of the PARTIES hereto and the member governments of THE COOPERATIVE have executed same.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Teresa Jacobs, Orange County Mayor

Attest: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

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

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

Approved as to form by: \_\_\_\_\_  
Assistant County Attorney

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be duly executed and entered into as of the first of the month in which the last of the PARTIES hereto and the member governments of THE COOPERATIVE have executed same.

REEDY CREEK IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
Bill Warren, District Administrator

Attest: \_\_\_\_\_  
Clerk, Board of Supervisors

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

IN WITNESS WHEREOF, the undersigned has executed this First Amendment below in its capacity as a member government of THE 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 First Amendment.

CITY OF ST. CLOUD, FLORIDA

By: \_\_\_\_\_  
Rebecca Borders, Mayor

Attest: \_\_\_\_\_  
Linda Jaworski, City Clerk

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

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

IN WITNESS WHEREOF, the undersigned has executed this First Amendment below in its capacity as a member government of THE 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 First Amendment.

TOHOPEKALIGA WATER AUTHORITY  
By: Board of Supervisors

By: \_\_\_\_\_  
Bruce R. Van Meter, Chairman

Attest: \_\_\_\_\_  
Tom E. White, Secretary

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

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

IN WITNESS WHEREOF, the undersigned has executed this First Amendment below in its capacity as a member government of 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 First Amendment.

POLK COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_  
Melony M. Bell, Chair

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this First Amendment below in its capacity as a member government of THE 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 First Amendment.

ORANGE COUNTY, FLORIDA

By: \_\_\_\_\_

Attest: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

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

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

Approved as to form by: \_\_\_\_\_  
Assistant County Attorney

CATEGORY: Water Cooperative of Central Florida

Attachments: None

**Status Update of the Cypress Lake Wellfield Alternative Water Supply Project**

**Explanation:** Ms. Deborah Beatty, project manager for the Cypress Lake Wellfield Alternative Water Supply Project, will provide a brief report on the status of the project and progress since the last Board of Supervisors meeting in July. Part of the report will advise the board of a change order being discussed to amend the scope of work for the Phase I portion of the preliminary engineering study of the Potable Water Transmission, Optimization and Interconnection Analysis and Conceptual Design.

**Recommendation:** There is no action required by the Board.

CYPRESS LAKE AWS STATUS.10.02.2013DB