



The Water Cooperative of Central Florida  
Wednesday, October 5<sup>th</sup>, 2022  
2:00 PM - 3:00 PM  
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 will be limited. This meeting will also be available virtually.**

**The Water Cooperative of Central Florida (WCCF) Board of Supervisors will hold a regular Board meeting at 2 p.m. on Wednesday, October 5<sup>th</sup>, 2022.**

**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. Public seating in the Board Room will be subject to reservations made at least 24-hours in advance of the meeting. Those wishing to request a reservation for in-person attendance at the Board meeting, please email a request to [tohoattend@tohowater.com](mailto:tohoattend@tohowater.com) with your name and phone number or contact and leave a message with the Executive Office at (407-944-5130).**

**Additional seating shall be subject to approved capacity. In addition to in-person attendance, members of the public may also attend this meeting by telephone or virtually through the Internet. Those attending in-person who wish to address the Board must submit a completed Hear the Audience Form. For members of the public participating by phone or Internet, an opportunity to be heard will be provided during the Hear the Audience comment portion of the meeting.**

**Those interested in attending by phone can do so by dialing 1-650-429-3300 then entering the access code: 2633 946 7324 #.**

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

Please join the meeting by clicking the following link:

Join from the meeting link

<https://tohowater.webex.com/tohowater/j.php?MTID=m836be5a9f1b0a38205bcd087c23928ea>

Join by meeting number

Meeting number (access code): **2633 946 7324**

Meeting password: **October2022**

Tap to join from a mobile device (attendees only)

[+1-650-429-3300,,26339467324##](tel:+1-650-429-3300,26339467324##) Call-in toll number (US/Canada)

Join by phone

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

[Global call-in numbers](#)

Join from a video system or application

Dial [26339467324@tohowater.webex.com](tel:26339467324@tohowater.webex.com)

You can also dial **173.243.2.68** and enter your meeting number.



The Water Cooperative of Central Florida  
Wednesday, October 5<sup>th</sup>, 2022  
2:00 PM - 3:00 PM  
Toho Administration Building

## **Meeting Agenda**

**MEETING CALLED TO ORDER**

**ROLL CALL**

**ELECTION OF BOARD OFFICERS FOR FY23**

**ITEMS FOR BOARD ACTION:**

1. APPROVAL OF THE WATER COOPERATIVE MEETING MINUTES OF JULY 13, 2022 (MCARDELLE)
2. SELECTION OF PROPOSED MEETING DATES FOR BOARD OF SUPERVISORS MEETING FOR 2023 (SMITH)
3. APPROVAL OF FIFTH AMENDMENT TO THE CYPRESS LAKE INTERLOCAL AGREEMENT (BEATTY)
4. CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT UPDATE (BEATTY)
5. APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA (GREEN)
6. APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FISCAL YEAR 2023 (GREEN)

**BOARD MEMBER ANNOUNCEMENTS**

**NEXT BOARD MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY,  
JANUARY 18, 2023**

**ADJOURNMENT**

# WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: October 5th, 2022

Agenda Item No. **1**

Attachments: Minutes from July 13th, 2022

Title: APPROVAL OF THE WCCF MEETING MINUTES OF July 13th, 2022

Explanation:

At every Board meeting, both taped and typed minutes are prepared of the proceedings. Attached are the typed minutes from the July 13th, 2022 Board Meeting.

Costs: None

Recommendation: Seeking Board approval of the WCCF meeting minutes of July 13th, 2022

Initials: as



## Minutes of the July 13, 2022 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

Board Members absent: Commissioner Nicole Wilson

Staff Present: Toho Water Authority Executive Director Todd P. Swingle, Engineer Eric Ratliff, Toho Water General Counsel Anthony J. Cotter, Toho Water Cypress Lake Project Manager, Executive Administrative Assistant Alison Smith, and Toho Water Paralegal Kimberly Cundiff.

Chair Matheny opened the meeting at 2:02 pm. Chair Matheny requested that Kimberly Cundiff call roll. Quorum was confirmed.

Item Number	Item Name	Notes
1.	Approval of the Water Cooperative Meeting Minutes of April 6, 2022 (McArdelle)	Motion to approve Water Cooperative Meeting Minutes by Secretary Lizasuain. Motion seconded by Commissioner Combee. Motion passed 3-0.
2.	Presentation of the Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2021 (Green)	Presentation of the Comprehensive Annual Financial Report for the Fiscal Year ending September 30, 2021 provided by Alexandra Green. Presentation provided by Brian Quinlin of Clifton, Larson, Allen, LLP. No questions by the Board. Motion to accept Annual Financial Report made by Secretary Lizasuain. Motion seconded by Commissioner Combee. Motion passed 3-0.
3.	Approval of draft Water Cooperative budget for Fiscal Year 2023. (Green)	Brief presentation provided to the Board by Executive Director Swingle of the proposed budget for Fiscal Year 2023. Motion to approve budget for Fiscal Year 2023 made by Commissioner Combee. Motion seconded by Secretary Lizasuain. Motion passed 3-0.
4.	Approval of Reimbursement of Expenditures to date by Toho Water Authority on behalf of the Water Cooperative of Central Florida (Green)	Brief outline of reimbursement of expenditures on behalf of the Water Coop by Toho provided by Executive Director Swingle. Motion to approve reimbursement of expenditures to date by Commissioner Combee. Motion seconded by Chair Matheny. Motion passed 3-0.
5.	Summary of the draft Fifth Amendment to the Interlocal Agreement between the Water Cooperative of Central Florida and Reedy Creek Improvement District relating to work associated with advancing the Cypress Lake	Brief discussion held regarding the services provided under the Fifth Amendment and associated funding. Executive Director Swingle advised Board that the Fifth Amendment will be coming to individual respective Boards in the upcoming months, with it to be brought back to the Water Coop Board in the near future. Item is informational only with no Board action required.

	Alternative Water Supply Project (Beatty)	
6.	Cypress Lake Alternative Water Supply Project Update (Beatty)	Presentation provided by the Manager Deb Beatty regarding the current status of the Cypress Lake Alternative Water Supply Project. Brief discussion held between Executive Director Swingle and Commissioner Combee regarding injection wells. Provided a brief overview of the associated grant funding and land acquisition for this Project. Executive Director Swingle and Commissioner Combee discussed the appraisal issues surrounding property included as part of the land acquisition from the Bronson family. No further discussion and no action required by the Board regarding this issue.
7.	Cypress Lake Water Wheeling Infrastructure Plan Update (Ratliff)	Eric Ratliff provided a presentation regarding the Water Wheeling Infrastructure including objectives and structure. Discussed the Water Wheeling Infrastructure Plan phases and what is included in both phases. Identified those projects that are active, completed, and upcoming under the Plan. Executive Director Swingle briefly discussed the Master Agreement approach. No questions from the Board. Informational only with no action required by the Board regarding this issue.
8.	Board Member Announcements	No Board members announcements made.
9.	Next Board meeting tentatively scheduled for Wednesday October 5, 2022	Meeting is tentatively scheduled, but may be subject to change.

There being no further business to come before the Board, Chair Matheny moved to adjourn the meeting, which was adjourned at 2:45 PM.

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Linette Matheny, Chair

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Hector Lizasuain, Secretary

ksc

# WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 6, 2022**

**Agenda Item No. 2**

**Attachments:**

None

**Title:**

**SELECTION OF PROPOSED MEETING DATES FOR BOARD OF SUPERVISORS MEETINGS FOR 2023**

**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 25, 2023 – Agenda items as scheduled

April 12, 2023 – Agenda items as scheduled

July 12, 2023 – Agenda items as scheduled and approve proposed budget for 2023

October 4, 2023– Adopt final 2023 budget and set meeting dates for 2023

**Costs:**

None

**Recommendation:**

Staff recommends approval of the Meeting Dates for 2023.

Initials: ep

# WATER CO-OPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 5, 2022**

**Agenda Item No. 3**

**Attachments: Fifth Amendment to the Cypress Lake Interlocal Agreement**

**Title: APPROVAL OF THE FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE WATER COOPERATIVE OF CENTRAL FLORIDA (WCCF), MEMBER UTILITIES, AND REEDY CREEK IMPROVEMENT DISTRICT TO PROVIDE FUNDING FOR CONSULTING, CONSTRUCTION, PROPERTY ACQUISITION, AND OTHER ANCILLARY WORK FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT**

Explanation:

Staff is requesting the WCCF Board of Supervisors approve the Fifth Amendment to the Cypress Lake Alternative Water Supply Project Interlocal Agreement. The work associated with this Fifth Amendment includes funding for the following project components: property acquisition; funding for bond counsel services, financial advisor services, and rate consultant services; consulting support services for preparation of Governance documents; Construction Manager and 3<sup>rd</sup> Party Operator preconstruction services, and legal services for contract preparation; construction, construction administration, and construction observation services funding for construction of 3 production wells and the retrofit of a previously constructed test production well; funding for the construction of a second monitoring well associated with the concentrate disposal injection well currently under construction; and a contingency for unforeseen and additional services related to the project.

The Fifth Amendment will preserve the basic components of the previously approved Interlocal Agreement and the subsequent First, Second, Third, and Fourth Amendments. The previous amendments provided funding for the water wheeling study; preliminary design of the water treatment plant, raw water main, raw water supply wells, and concentrate disposal wells, which have been completed; and the permitting, design, and construction of the first of three concentrate disposal wells, currently in construction; final design services for the first phase of the water treatment facility, production wells and raw water mains, including permitting and bidding services; and funding to update the water wheeling hydraulic model. Final design and wheeling infrastructure updates are underway.

The Fifth Amendment is essential to the continued advancement of the Cypress Lake Alternative Water Supply project and authorizes funding in the amount of \$20,800,000 for the following services:

Bond counsel	\$75,000.00
Financial advisor	\$75,000.00
Rate study consultant	\$250,000.00
Consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT	\$250,000.00
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	\$1,900,000.00
CMAR preconstruction services	\$750,000.00
Legal services for contract preparation	\$250,000.00
3rd party operator preconstruction services	\$250,000.00



Construction of 3 production wells and 1 production well retrofit	\$10,000,000.00
Construction of a Second Monitoring Well at IW-2 concentrate disposal well site	\$1,500,000.00
Property acquisition	\$4,000,000.00
Contingency for unforeseen and additional services related to the PROJECT	\$1,500,000.00
<b>Total</b>	<b>\$20,800,000.00</b>

The Fifth Amendment also reiterates the Fourth Amendment special conditions for the possible withdrawal of Reedy Creek Improvement District (RCID) from participation of the Cypress Lake Alternative Water Supply Project with the following provisions:

- Toho and RCID will execute a mutually acceptable bulk rate wholesale agreement for Toho to deliver to RCID a volume of water equivalent to RCID's allocation
- Toho will manage RCID's allocation of water of the contemplated bulk rate wholesale agreement
- Toho will cover RCID's portion of the costs associated with the Fourth and Fifth Amendment work.
- If RCID elects to not withdraw nor enter into a bulk rate wholesale agreement, RCID shall reimburse Toho costs and expenses advanced on behalf of RCID with 3% interest.

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

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TWA	40%	\$ 8,320,000.00
Orange County	30%	\$ 6,240,000.00
Polk County	10%	\$ 2,080,000.00
St. Cloud	16.7%	\$ 3,466,666.67
RCID	3.3%	\$ 693,333.33
<b>TOTAL</b>	<b>100%</b>	<b>\$20,800,000.00</b>

The Fifth Amendment has been approved by all participating parties but will not become effective until the Water Cooperative Board of Supervisors approve and execute the amendment. Following WCCF approval, Toho, acting as Project Administrator on behalf of the WCCF, will approve proposals for specific tasks either through Toho's Executive Director, or if exceeding the Executive Director's approval authority, will be presented to the Toho Board of Supervisors for approval.

The Fifth Amendment will provide the funding necessary to continue to advance the project towards a shovel ready state where the project can be submitted for various construction funding when the WCCF government members determine the need for additional water supply. Additional amendments will be required for various work including finished water main design and the construction of the initial phase of the project including the water treatment plant, and production wells, which is anticipated to deliver up to 15+ MGD in incremental capacity; additional property acquisition for production wells for future phases; the design and construction of various finished water mains necessary to deliver potable water

to the existing service area infrastructure; consultant construction administration services for the WTP, wellfield, and raw water mains; construction funding; and other related tasks as necessary during the final design.

**Costs:**

Funding Obligations

TWA	\$ 8,320,000.00
Orange County	\$ 6,240,000.00
Polk County	\$ 2,080,000.00
St. Cloud	\$ 3,466,666.67
RCID	\$ <u>693,333.33</u>
TOTAL	\$20,800,000.00

Total expenditures for the work associated with the Fifth Amendment will not exceed \$20,800,000 without further authorization from the WCCF Board via future Amendments.

Recommendation: Staff recommends approval of the Fifth Amendment to the Cypress Lake Interlocal Agreement and delegation of Toho's Executive Director and General Counsel to execute the agreement on behalf of the WCCF.

Initials: dab

This instrument prepared by  
and return to:  
Silvia M. Alderman, Esq.  
Akerman LLP  
201 East Park Avenue, Suite 300  
Tallahassee, Florida 32301

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

This Fifth Amendment to the Cypress Lake Alternative Water Supply Agreement ("FIFTH AMENDMENT") is made and entered into by and between THE WATER COOPERATIVE OF CENTRAL FLORIDA ("THE COOPERATIVE"), a unit of local government, whose address is c/o its agent, Tohopekaliga Water Authority ("TOHO"), 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 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, referred to by name or as "PARTY" or collectively referred to 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 became a member of THE COOPERATIVE, with all rights, privileges and responsibilities attendant therefrom; and

**WHEREAS**, the PARTIES entered into an amendment to the AGREEMENT ("FIRST AMENDMENT"), effective as of June 26, 2014, to: 1) transfer certain PROJECT Management and Administration tasks to TOHO; 2) provide for reimbursement to TOHO for performance of the PROJECT Management and Administration Responsibilities as further described in the FIRST AMENDMENT; and 3) change 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**, the PARTIES entered into a second amendment to the AGREEMENT ("SECOND AMENDMENT") effective as of September 23, 2015, to carry forward a new Phase III, including: 1) authorizing the new Phase III 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; and

**WHEREAS**, the PARTIES entered into a third amendment to the AGREEMENT ("THIRD AMENDMENT"), 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, 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**, the PARTIES entered into a fourth amendment to the AGREEMENT ("FOURTH AMENDMENT"), 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 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 hereinafter as concentrate disposal wells, as further detailed below), 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 will afford it the opportunity to continue its participation in the AGREEMENT and receive all benefits as a full PARTY through entry of a bulk rate wholesale agreement with TOHO, without having to contribute any additional funds over and above those presently obligated by RCID as of the effective date of the FOURTH AMENDMENT, so long as it exercises the option to enter into the bulk rate wholesale agreement; and

**WHEREAS**, the PARTIES continue to recognize the benefits of regional cooperation and have determined that entering into this FIFTH AMENDMENT is in their mutual interest in order to: A) change all references in the AGREEMENT from TWA to TOHO so as to be more consistent with the current terminology used to identify that Party and change all references in the AGREEMENT 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; B) approve a new 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 3 production wells, 1 production well retrofit, and 1 monitoring well at the IW-2 concentrate disposal well site; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; 3) property acquisition; 4) construction of a second monitoring well at the IW-2 concentrate disposal well site and 5) a contingency for unforeseen and additional services related to the PROJECT; and

**WHEREAS**, THE COOPERATIVE is empowered to enter into interlocal agreements and amendments under the authority of its charter and section 163.01, Florida Statutes (2018); 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 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 as follows:

**SECTION 1. Recitals of this FIFTH AMENDMENT.** The above recitals are true and correct and form a material part of this FIFTH AMENDMENT.

**SECTION 2. Specific Amendments to the AGREEMENT.** The AGREEMENT is further amended as follows:

a) All references to TWA wherever they appear in the AGREEMENT are hereby changed to TOHO and all references to "Class V Group 4 concentrate disposal wells" are changed to "concentrate disposal wells."

b) The Ninth WHEREAS clause of the AGREEMENT is further 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 thereto 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; and 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 3 production wells and 1 production well retrofit; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; 3) property acquisition; and 4) a contingency for unforeseen and additional services related to the PROJECT.

c) Section I. of the AGREEMENT, **Recitals**, is further amended by replacing the existing text *in toto* with the following:

The purpose and recitals of the AGREEMENT are true and correct to the best of the knowledge of the PARTIES, and are incorporated by reference herein. The PURPOSE statement of the AGREEMENT, is further amended by replacing the existing text *in toto* with the following:

THE overall PURPOSE of this AGREEMENT is to set forth the understandings of the PARTIES and the terms and conditions relating to: A) the funding, planning, and design, comprehensive plan amendments, zoning and land use approvals, water use permitting and construction of the raw water supply wells, raw water main, water treatment plant and concentrate disposal wells (collectively, the "Cypress Lake Wellfield" or the "PROJECT," or portion thereof as the usage of the word indicates); B) the study of the transmission of water between the PARTIES, development of cost and rate model/formulas for water wheeling and any necessary updates thereto; C) acquisition of property, permitting, development of data to support permitting of a water treatment reject concentrate disposal system, design and construction of the initial concentrate disposal well to verify the permit conditions and any need to modify the well design; D) the final design for the PROJECT; E) the services required to prepare and submit the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W; and, F) 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 3 production wells and 1 production well retrofit; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; and 3) additional property acquisition. Additional agreements or amendments will be necessary to set forth the terms and conditions relating to: 1) additional property acquisition, comprehensive plan amendments, zoning and land use approvals; 2) construction of and contract administration services for the raw water supply wells, raw water main, water treatment plant, the remaining concentrate disposal wells and other associated appurtenances set forth in Exhibit 5 to the FOURTH AMENDMENT; 3) operation and maintenance of the Cypress Lake Wellfield and Water Treatment Plant; and 4) additional permit compliance actions. Participation in this AGREEMENT will not bind any of the PARTIES to participation in any future agreement or amendment.

d) Subsection VI. A. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

A. The PARTIES agree that the activities authorized by this AGREEMENT shall be performed in accordance with the Work, including the Total Estimated

Cost ("TEC") for Phases I, II and III, as set forth in this AGREEMENT. The negotiated scope of work ("NSW") shall be implemented consistent with and in a manner not to exceed the TEC. For the purposes of this AGREEMENT, the term "NSW" means the Work for Phases II and III, to be negotiated between the Project Administrator and the consultant(s) selected to perform the activities contemplated under this AGREEMENT.

e) Subsection VI. B. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

B. The Work shall consist of three phases: Phases I, II and III. Phase I has consisted of Work leading to the permitting of the Cypress Lake Wellfield, most of which has already been undertaken by TOHO, individually (i.e., not as the agent of THE COOPERATIVE). Phase II has consisted of Part A – Preliminary Design, and Part B – Study of the Transmission of Water between the PARTIES. Phase III has consisted of, or where not yet complete, shall consist of six stages:

Stage 1 - Development of a financial model for allocating costs among the PARTIES for the PROJECT, including the charges for the transmission of water among the PARTIES;

Stage 2 – Appraisals, surveys, legal services, purchase options and other miscellaneous work related to acquisition of the water plant site, well sites and pipeline easements;

Stage 3 - Permitting and data development to support permitting of a water treatment reject concentrate disposal system, including the WQCE permitting;

Stage 4 - Design of one concentrate disposal well, construction/testing of one concentrate disposal well, and construction observation including FDEP reporting, with design work to commence in FY 2017 and construction to commence on or after August 1, 2020, with said construction to occur concurrently with the processing of the WQCE exemption;

Stage 5 – Implementation of the Cypress Lake Wellfield, Raw Water Main and Water Treatment Plant Final Design, Permitting, Bidding, and preparation and submittal of the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W, both as described in Exhibit 5 of the FOURTH AMENDMENT; preparation of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan;

Stage 6 – 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 3 production wells, 1 production well retrofit and 1 monitoring well at the IW-2 concentrate disposal well site; f) CMAR

preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; 3) property acquisition; 4) construction of a second monitoring well at the IW-2 concentrate disposal well site; and 5) a contingency for unforeseen and additional services related to the PROJECT.

References to "Phase" herein shall mean Phase I, Phase II or Phase III, as the usage of the word indicates and references to "Part" shall mean Phase II, Part A or Phase II, Part B, as the usage of the word indicates. References to "Stage" herein shall mean Phase III, Stage 1; Phase III, Stage 2; Phase III, Stage 3; Phase III, Stage 4, Phase III, Stage 5, or Phase III, Stage 6 as the usage of the word indicates.

f) Subsection IX. B. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

The TEC for Phase II is two million five hundred ninety two thousand sixty dollars and forty cents (\$2,592,060.40), as more particularly described in Exhibit 3 – Revised, attached thereto and incorporated therein by the THIRD AMENDMENT.

The TEC for Phase III, Stages 1-4 is five million nine hundred seventy thousand dollars (\$5,970,000.00), as more particularly described in Exhibit 4 - Revised 2016. All consultant and legal fees and costs for land acquisition (excluding cost of real property), are included in the TEC for Phase II, Part A and Phase III and are identified in Exhibits 3 – Revised and 4 - Revised 2016.

Exhibit 3 of the AGREEMENT, which was amended by the SECOND AMENDMENT by replacing the then existing text *in toto* with the new Exhibit 3 – Revised, remains unchanged, as amended by the SECOND AMENDMENT. Exhibit 4, which was added by the SECOND AMENDMENT and replaced *in toto* by Exhibit 4 – Revised 2016 by the THIRD AMENDMENT, remains unchanged.

The TEC for Phase III, Stage 5 is seven million eight hundred sixty thousand dollars (\$7,860,000.00), constituting: 1) the consultant's fee for the final design, permitting and bidding for the raw water supply wells, raw water main, water treatment plant and concentrate disposal wells, and for preparation and submittal of the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W, as more particularly described in Exhibit 5 to the FOURTH AMENDMENT, incorporated by reference herein of six million seven hundred thirty-six thousand two hundred thirty-three dollars (\$6,736,233.00), together with a contingency to cover unforeseen circumstances and out of scope design changes of 10%, rounded to a total of seven million four hundred ten thousand (\$7,410,000.00); 2) a permitting allowance of one hundred thousand dollars (\$100,000.00); and 3) a budget of three hundred fifty thousand dollars (\$350,000.00) for preparation of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan. A summary of the budget for Phase III, Stage 5, is attached hereto and incorporated herein as Exhibit 6 to the FOURTH AMENDMENT.



The TEC for Phase III, Stage 6 is \$20,800,000.00. A summary of the budget for Phase III, Stage 6 is attached hereto and incorporated herein as Exhibit 7.

g) Subsection IX. F. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

For Phase II, Part A, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth in this Subsection. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, 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, or member government in the case of THE COOPERATIVE, for Phase II, Part A will be as follows:

**PHASE II, PART A**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$758,233.20
ORANGE COUNTY	30%	\$568,674.90
POLK COUNTY	10%	\$189,558.30
ST. CLOUD	16.7%	\$316,562.36
RCID	3.3%	\$62,554.24
<b>TOTAL</b>	<b>100%</b>	<b>\$1,895,583.00</b>

For Phase III, Stages 1-4, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth below in this Subsection. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, 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, or member government in the case of THE COOPERATIVE, for Phase III, Stages 1-4 will be as follows:

**PHASE III, STAGES 1-4**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$2,388,000.00
ORANGE COUNTY	30%	\$1,791,000.00
POLK COUNTY	10%	\$597,000.00
ST. CLOUD	16.7%	\$995,000.00
RCID	3.3%	\$199,000.00

<b>TOTAL</b>	<b>100%</b>	<b>\$5,970,000.00</b>
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For Phase III, Stage 5, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth below in this Subsection as further detailed in Exhibit 6 to the FOURTH AMENDMENT. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, 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, or member government in the case of THE COOPERATIVE, for Phase III, Stage 5 will be as follows:

**PHASE III, STAGE 5**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$3,144,000.00
ORANGE COUNTY	30%	\$2,358,000.00
POLK COUNTY	10%	\$ 786,000.00
ST. CLOUD	16.7%	\$1,310,000.00
RCID*	3.3%	\$ 262,000.00
<b>TOTAL</b>	<b>100%</b>	<b>\$7,860,000.00</b>

**\* RCID's share to be paid by TOHO pursuant to other provisions of this AGREEMENT and/or other agreements.**

For Phase III, Stage 6, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth below in this Subsection as further detailed in Exhibit 7. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, 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, or member government in the case of THE COOPERATIVE, for Phase III, Stage 6 will be as follows:

**PHASE III, STAGE 6**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$ 8,320,000.00
ORANGE COUNTY	30%	\$ 6,240,000.00
POLK COUNTY	10%	\$ 2,080,000.00
ST. CLOUD	16.7%	\$ 3,466,666.67
RCID *	3.3%	\$ 693,333.33



(3) If, within the time specified in Subsection XIX. I. (1), RCID does not elect to proceed as provided in Subsections XIX. I. (1) or (2), then it shall withdraw its participation in this AGREEMENT in accordance with the terms of Subsection IX. I., except as modified by Subsection XIX. J.

**SECTION 3. General Amendments and Ratifications to the AGREEMENT.** Wherever the term "AGREEMENT" appears in the AGREEMENT, the FIRST AMENDMENT, the SECOND AMENDMENT, the THIRD AMENDMENT, the FOURTH AMENDMENT, or this FIFTH AMENDMENT, said reference is amended and understood to mean the AGREEMENT as amended by the FIRST AMENDMENT the SECOND AMENDMENT, the THIRD AMENDMENT the FOURTH AMENDMENT and this FIFTH AMENDMENT. Wherever the term "PROJECT" appears in the AGREEMENT or in the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, or this FIFTH 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 and this FIFTH AMENDMENT are hereby ratified and remain in full effect.

**SECTION 4. Filing.** Pursuant to section 163.01(11), Florida Statutes (2016), this FIFTH AMENDMENT shall be filed with the clerks of the circuit court of Orange, Osceola and Polk counties.

**SECTION 5. Effective Date.** This FIFTH AMENDMENT shall become effective on the last date that: 1) the PARTIES hereto and the member governments of THE COOPERATIVE have executed same; and 2) this FIFTH AMENDMENT is recorded in the public records of Orange, Osceola and Polk counties.

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

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

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

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

\_\_\_\_\_  
Nicole Wilson, Vice Chair

\_\_\_\_\_  
Hector Lizasuain, Secretary

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

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

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

REEDY CREEK IMPROVEMENT DISTRICT

By: \_\_\_\_\_  
John Classe, District Administrator

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

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

IN WITNESS WHEREOF, the undersigned has executed this FIFTH 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: \_\_\_\_\_  
Nathan Blackwell, Mayor

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this FIFTH 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 this FIFTH 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: \_\_\_\_\_  
Martha Santiago, Chair

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this FIFTH 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 to the Board of County Commissioners

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

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

Exhibit 7  
Phase III, Stage 6 Costs

Bond counsel	\$75,000.00
Financial advisor	\$75,000.00
Rate study consultant	\$250,000.00
Consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT	\$250,000.00
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	\$1,900,000.00
CMAR preconstruction services	\$750,000.00
Legal services for contract preparation	\$250,000.00
3rd party operator preconstruction services	\$250,000.00
Construction of 3 production wells and 1 production well retrofit	\$10,000,000.00
Property acquisition	\$4,000,000.00
Construction of a Second Monitoring Well at IW-2 concentrate disposal well site	\$1,500,000.00
Contingency for unforeseen and additional services related to the PROJECT	\$1,500,000.00
<b>Total</b>	<b>\$20,800,000.00</b>

## WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 5, 2022**

**Agenda Item No. 4**

**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, and Kevin Friedman with Tetra Tech, will provide a brief update on the status of the project progress since the July 13, 2022 Water Cooperative Board meeting. Included will be a summary of the Concentrate Disposal Well Construction; Final Design of the Water Treatment Plant, Wellfield, and Raw Water Mains; Land Acquisition activities; future Agreements: CL AWS Amendment #5 (included on agenda for approval) and Governance.

**Costs:**

None.

**Recommendation:**

No action required by the Board.

**Initials:** dab

## WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 5, 2022**

**Agenda Item No. 5**

**Attachments:**

Itemized list of expenditures by Toho Water Authority from July 6, 2022 to August 3, 2022

**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:**

\$812.50

**Recommendation:**

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

**Initials: asg**

## Attachment to Item 5

### Toho Water Authority List of Expenditures on behalf of the Water Cooperative of Central Florida (July 6, 2022 – August 3, 2022)

Vendor	Date	Invoice	Amount	Explanation
Akerman LLP	7/6/2022	9792699	325.00	0292530 - general representation
Akerman LLP	8/3/2022	9800932	487.50	0292530 - general representation
<b>Water Cooperative Total</b>			<b>\$ 812.50</b>	
				asg

# WATER COOPERATIVE OF CENTRAL FLORIDA

**Meeting Date: October 5, 2022**

**Agenda Item No. 6**

**Attachments:**

FY2022 Budget vs. Actuals and Proposed FY2023 Budget

**Title:**

**APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FISCAL YEAR 2023**

**Explanation:**

The budget for FY2023 contains the same expense line items as contained in this year's (FY2022) budget. As noted last year, the line for "WCCF Legal and Consulting Support" replaced the more specific "Central Florida Water Initiative (CFWI)" Line, but is provided for similar types of legal and consulting support activities pertinent to the WCCF, which may include the CFWI as well as other regulatory and technical matters impacting the WCCF members. The FY2022 and current budget status through August 2022 are included in the attachment.

Revenue for the budget is to be provided through a projected reserve carry-over of \$245,483.20 from FY2022 and a \$5,000.00 contribution (reduced from the previous year's contribution level of \$20,000.00) from each of the four-member governments. Reimbursement from Reedy Creek Improvement District (RCID) is estimated at \$30,000.00 based upon a 20% contribution towards WCCF Legal and Consulting support expenses related to CFWI and other regulatory legal matters that will benefit RCID. RCID contributions will be collected when actual costs are incurred. The budget provides for an estimated ending year reserve of \$121,927.53. The only funding approval that will be necessary from each member government to fund the proposed budget is the \$5,000 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 July 13, 2022, WCCF meeting. The Board is requested to formally approve the budget as presented.

**Costs:**

Budget with contributions by WCCF members and RCID as noted.

**Recommendation:**

Staff recommends approval of the final budget for Fiscal Year 2023.

**Initials: ag**

Water Cooperative of Central Florida  
 FY2022 Budget vs. Actuals / FY2023 Budget  
 FY2022 / FY2023

	FY2022 Budget	FY2022 Actuals to Date Actuals as of 8/31/2022	FY2023 Budget
<b>Income -- Annual Working Capital Contributions</b>			
Reserves Carry-over	\$173,263.49	\$179,588.38	\$245,483.20
Reimbursement from Reedy Creek Improvement District *	\$30,000.00	\$6.50	\$30,000.00
Toho Water Authority			
General Administration	\$20,000.00	\$20,000.00	\$5,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
Orange County			
General Administration	\$20,000.00	\$20,000.00	\$5,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
City of St. Cloud			
General Administration	\$20,000.00	\$20,000.00	\$5,000.00
Cypress Lake Project Management	\$0.00	\$0.00	\$0.00
Polk County			
General Administration	\$20,000.00	\$20,000.00	\$5,000.00
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><u>TOTAL</u></b>	<b><u>\$283,263.49</u></b>	<b><u>\$259,594.88</u></b>	<b><u>\$295,483.20</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	\$2,146.62	\$5,080.67
Legal Expense			
Meetings (4 regular & 1 special)	\$10,000.00	\$3,762.50	\$10,000.00
Central Florida Water Initiative		\$32.50	
WCCF Legal and Consulting Support	\$150,000.00		\$150,000.00
Miscellaneous	\$1,000.00	\$1,235.50	\$1,000.00
<b>Total Legal</b>	<b>\$161,000.00</b>	<b>\$5,030.50</b>	<b>\$161,000.00</b>
Accounting (Annual Report)	\$6,300.00	\$6,750.00	\$6,300.00
Annual Filings	\$175.00	\$175.00	\$175.00
Board Expenses	\$1,000.00	\$9.56	\$1,000.00
<b><u>TOTAL</u></b>	<b><u>\$173,555.67</u></b>	<b><u>\$14,111.68</u></b>	<b><u>\$173,555.67</u></b>
<b><u>NET RESERVES</u></b>	<b><u>\$109,707.82</u></b>	<b><u>\$245,483.20</u></b>	<b><u>\$121,927.53</u></b>

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



Please join the meeting by clicking the following link:

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You can also dial **173.243.2.68** and enter your meeting number.



The Water Cooperative of Central Florida  
Wednesday, October 5<sup>th</sup>, 2022  
2:00 PM - 3:00 PM  
Toho Administration Building

## **Meeting Agenda**

**MEETING CALLED TO ORDER**

**ROLL CALL**

**ELECTION OF BOARD OFFICERS FOR FY23**

**ITEMS FOR BOARD ACTION:**

1. APPROVAL OF THE WATER COOPERATIVE MEETING MINUTES OF JULY 13, 2022 (MCARDELLE)
2. SELECTION OF PROPOSED MEETING DATES FOR BOARD OF SUPERVISORS MEETING FOR 2022 (SMITH)
3. APPROVAL OF FIFTH AMENDMENT TO THE CYPRESS LAKE INTERLOCAL AGREEMENT (BEATTY)
4. CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT UPDATE (BEATTY)
5. APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA (GREEN)
6. APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FISCAL YEAR 2023 (GREEN)

**BOARD MEMBER ANNOUNCEMENTS**

**NEXT BOARD MEETING IS TENTATIVELY SCHEDULED FOR WEDNESDAY,  
JANUARY 18, 2023**

**ADJOURNMENT**