



The Water Cooperative of Central Florida

Wednesday, January 4, 2017

2:00 PM

Toho Administration Building

951 MLK Boulevard

Kissimmee, FL 34741

Agenda

1. APPROVAL OF THE BOARD MEETING MINUTES FROM JULY 13, 2016
2. APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA
3. ANNUAL ELECTION OF OFFICERS FOR THE BOARD OF SUPERVISORS
4. APPROVAL OF THIRD AMENDMENT TO 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
5. STATUS REPORT FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT
6. REPORT ON THE STATUS OF THE CENTRAL FLORIDA WATER INITIATIVE
7. APPROVAL OF THE REGULAR MEETING SCHEDULE FOR 2017

Description	Regular meeting of the Water Cooperative of Central Florida (WCCF). Present at the meeting were TWA Board Chairman Bruce R. Van Meter, Polk County Commissioner George Lindsey, Orange County Commissioner Peter Clarke, City of St. Cloud Commissioner Donald Shroyer, TWA Executive Director Brian L. Wheeler, Silvia Alderman, WCCF Counsel, and Executive Assistant Nilsa C. Diaz.		
Date	07/13/2016	Location	Tohopekaliga Water Authority Board Room
	ITEM	NOTES	
2:00 PM	MEETING CALLED TO ORDER	Chairman Bruce R. Van Meter called the meeting to order at 2:00 PM.	
	1.APPROVAL OF THE BOARD MEETING MINUTES FROM APRIL 6, 2016	Commissioner Lindsey moved for approval of the meeting minutes from the Water Cooperative Board meeting of April 6, 2016, as circulated. Commissioner Shroyer seconded the motion. Motion passed 4 to 0.	
	2.APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA	TWA Executive Director Brian Wheeler, Agent for the WCCF, summarized the expenditures TWA made on behalf of the Water Cooperative of Central Florida (WCCF) from March 3, 2016 to June 30, 2016 submitted for reimbursement. The total amount of expenditures for the period was \$36,992.16. Mr. Wheeler explained that the majority of the expenses were for legal fees related to representation for the Central Florida Water Initiative. Commissioner Lindsey moved for approval of the reimbursement to TWA. Commissioner Clarke seconded the motion. Motion passed 4 to 0.	
	3.APPROVAL OF THE WATER COOPERATIVE BUDGET FOR FISCAL YEAR 2017	TWA Executive Director Brian Wheeler explained that at the April 6, 2016 meeting the proposed draft budget for FY2017 was submitted for approval. Following approval, the draft was submitted to the member governments for comment. No comments were received. The final FY2017 budget is now being submitted for approval. Commissioner Lindsey moved for approval of the budget for FY2017. Chairman Van Meter said that he noticed that the estimated year ending reserves were just \$3944.88 which is different than the estimated ending reserve in the draft budget approved at the April meeting. He asked whether the Budget needed	

		to be sent to the member governments again due to the change. Mr. Wheeler explained that the budget document would not have to be sent to the member governments again because the year ending budget estimate changed based upon the projected FY2016 year ending or FY2017 beginning reserve balance fluctuation resulting from changes in actual expenditures for the year. Throughout the year as funds are spent each month the reserve balance will fluctuate. The final FY2017 budget is a balanced budget with a positive estimated year ending balance. Commissioner Lindsey moved for approval of the FY2017 Budget and Commissioner Clarke seconded the motion. Motion passed 4 to 0.
	4.STATUS REPORT FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT	Deborah Beatty, Project Manager for the Cypress Lake Alternative Water Supply Project, presented a brief status report on the project and its progress.
	5. REPORT BY GENERAL COUNSEL ON CENTRAL FLORIDA WATER INITIATIVE REPRESENTATION	Silvia Alderman provided a summary report on the current status of the Central Florida Water Initiative Regulatory effort.
	BOARD MEMBER COMMENTS	Mr. Wheeler reported that an application for funding for the CFWI projects will have to be resubmitted. The Board will be kept apprised on this matter. Commissioner Shroyer asked about the status of Reedy Creek Improvement District (RCID) relative to joining the Water Cooperative. Mr. Wheeler informed the Board that the period of time provided for RCID to join the Water Cooperative without requiring Board approval had lapsed. Chairman Van Meter told the Board that this would be his last meeting as his term has ended with the TWA Board of Supervisors
2:42 PM	ADJOURNED	There being no further business to come before the Board, Chairman Van Meter adjourned the meeting at 2:42 PM.

		Chairman
		Secretary
		ncd

CATEGORY: Water Cooperative of Central Florida

Attachments: Itemized list of expenditures by Toho Water Authority from July 1, 2016 to December, 2016

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 (TWA) on behalf of the Water Cooperative on a quarterly basis. The resolution allows the Authority to 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 Cooperative, 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 expense.01.04.2017 blw

Attachment to Item 2

Toho Water Authority List of Expenditures on behalf of the Water Cooperative of Central Florida (July 6, 2016-December 7, 2016)

Vendor	Date	Invoice	Amount
Akerman LLP	07/06/2016	9142667	\$7,572.50
Akerman LLP	07/06/2016	9142669	\$4,290.00
Akerman LLP	08/05/2016	9152555	\$11,765.00
Akerman LLP	08/05/2016	9152556	\$2,990.00
Akerman LLP	09/07/2016	9161583	\$8,206.12
Florida Dept. of Economic Opportunity	10/01/2016	Annual Fee	\$175.00
Akerman LLP	10/04/2016	9171124	\$130.00
Akerman LLP	10/24/2016	9171123	\$10,530.00
Akerman LLP	11/03/2016	9180564	\$10,760.31
Akerman LLP	11/03/2016	9180566	\$682.50
Akerman LLP	12/07/2016	9190765	\$10,010.00
Akerman LLP	12/07/2016	9190775	\$97.50
			\$67,208.93

CATEGORY: Water Cooperative of Central Florida

Attachments: None

ELECTION OF BOARD OFFICERS

Explanation: The Interlocal Agreement establishing the Water Cooperative of Central Florida (Water Cooperative) provides for the annual election of officers for the Board of Supervisors. Officers to be elected are Chairman, Vice Chairman, and Secretary. The Toho Board officer terms are from October 1st through September 30th of the following year. Toho Water Authority representative, Bruce Van Meter, has vacated his position as the representative for the Authority and; therefore, also as the Chair of the Water Cooperative.

Recommendation: Board of Supervisors to elect officers for the year October 2016 through September 30, 2017.

OFFICERS ELECT 01.04.17 BLW

CATEGORY: WATER COOPERATIVE OF CENTRAL FLORIDA

Attachments: Third Amendment to Cypress Lake Project Interlocal Agreement **4**
Project Interlocal Expenditure Reconciliation

APPROVAL OF THIRD AMENDMENT TO 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

Explanation: A third amendment is being submitted for approval for the Cypress Lake Project Agreement to provide for increased funding/budget and increased scope of work under the preliminary design and permitting phase of the project. There are three tasks either on-going or proposed for the next two years under this phase of the project. Florida Department of Environmental Protection (FDEP) is in the process of issuing the permit for concentrate disposal wells to be constructed into the lower portion of the Lower Floridan Aquifer. Following issuance of the permit the Water Cooperative will have to design and construct an initial concentrate disposal well to verify the permit conditions. Design of the well is planned to occur in during 2017 with construction beginning in early FY2018 to be completed in approximately 10 months. The budget cost for the well design and construction is proposed to be \$5.0 million.

There may be some additional work associated with the concentrate disposal well permitting such as applying for water quality exemptions. Some of the concentrations of some of the constituents within the membrane concentrate will exceed primary drinking water standards and will require the Water Cooperative to apply for a water quality exemption to permit the discharge into a portion of the aquifer which will not be utilized now or in the future as a potable drinking water source. Each water quality exemption requires payment of a fee to FDEP. The additional budget proposed for additional work on the concentrate disposal permitting outside the original scope of work is proposed to be \$20,000 increasing the total budget for this work from \$150,000 to \$170,000.

Construction of the concentrate disposal well will require the acquisition of the well site and an appropriate area for the construction and maintenance of the well. The land owner for the proposed concentrate disposal well sites as well as the water plant site and several production well sites prefers that the Water Cooperative acquire all of the properties necessary for the project in one transaction instead of acquiring each parcel as needed. To accommodate the acquisition of the various parcels necessary from this one land owner a budget of \$600,000 is proposed; an increase of \$150,000 over the previous budget amount. The budget includes the legal fees and appraisals associated with the transactions.

The Cost Allocation and Rate Design Study is proceeding and will continue into the next year. While there has not been any change in scope or proposed change orders for the study at this time the budget for the study is proposed to be increased from \$150,000 to

\$200,000. The present contract with the consultant is just under \$149,000 so there is little room for any potential change in the scope.

As shown on the attached expenditure reconciliation the proposed increase in the funding for the third amendment is \$5,220,000. This amount is an upset limit or maximum amount. Expenditures will be for actual expenses. The major cost, construction of the concentrate disposal well will be bid and contracted to the lowest responsible bidder. The Board will be informed regularly as has been in over the past several years on the expenditures.

The amendment also provides language to clarify that the Water Cooperative will be the owner of the facilities constructed and property acquired for the project.

Following approval of the Third Amendment to the Cypress Lake Project Interlocal Agreement by the Water Cooperative Board of Supervisors the amendment will be submitted for approval to each of the member government governing boards and to the Reedy Creek Improvement District board. The amendment does not become effective unless and until all of the participating agencies have approved and executed the amendment.

Recommendation: Staff recommends approval of the Third Amendment to the Cypress Lake Project Interlocal Agreement.

3RD AMENDCYPRESSLAKEIA01.04.2017.BLW

**THIRD AMENDMENT TO
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**

This Third Amendment to 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 ("THIRD 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 ("TWA"), 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 TWA; 2) provide for reimbursement to TWA 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 TWA 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 have 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, to include 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; 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 continue to recognize the benefits of regional cooperation and have determined that entering into this THIRD 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, Florida Statutes (2016); 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 the THIRD AMENDMENT. The above recitals are true and correct and form a material part of the THIRD AMENDMENT.

SECTION 2. Specific Amendments to the AGREEMENT, As Amended. The AGREEMENT, as amended by the FIRST AMENDMENT and the SECOND AMENDMENT, is further amended as follows:

a) The Ninth WHEREAS clause of the AGREEMENT, as amended by the SECOND AMENDMENT, 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 (including its concentrate disposal wells) will require substantial work, including 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 this THIRD AMENDMENT in Exhibit 1 – Revised 2016, attached hereto and incorporated herein (hereinafter referred to as the "Work"); and

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

THE PURPOSE of this AGREEMENT is to set forth the understandings of the PARTIES and the terms and conditions relating to: 1) the funding, planning, preliminary design, comprehensive plan amendments, zoning and land use approvals, and water use permitting of the Cypress Lake Wellfield; 2) the study of the transmission of water between the PARTIES, development of cost and rate model/formulas for water wheeling; and 3) acquisition of property, permitting, development of data to support permitting of a water treatment reject concentrate disposal system, and design and construction of the initial concentrate disposal well to verify the permit conditions and any need to modify the well design, as more particularly defined and described herein, and in exhibits attached hereto (the "PROJECT"). For the reverse osmosis water treatment facility, wellfield and other associated appurtenances, additional agreements or amendments will be necessary to set forth the terms and conditions relating to the funding, planning, final design, permitting (other than water use permitting and concentrate disposal well permitting), comprehensive plan amendments, land use approvals, operation and maintenance of the Cypress Lake Wellfield. Participation in this AGREEMENT will not bind any of the PARTIES to participation in any future agreement or amendment.

c) Subsection VI. B. of the AGREEMENT as amended by the SECOND AMENDMENT, 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 shall consist of Work leading to the permitting of the Cypress Lake Wellfield, most of which has already been undertaken by TWA, individually (i.e., not as the agent of THE COOPERATIVE). Phase II shall consist of Part A – Preliminary Design, and Part B – Study of the Transmission of Water between the PARTIES. Phase III shall consist of four stages. Stage 1 shall consist of development of a financial model for allocating costs between the PARTIES for the PROJECT, including the charges for the transmission of water between the PARTIES. Stage 2 shall consist of acquisition of the water plant site, well sites and pipeline easements. Stage 3 shall consist of permitting and data development to support permitting of a water treatment reject concentrate disposal system, including the WQCE permitting. Stage 4 shall consist of 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 October 1, 2017. 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 I; Phase III, Stage 2; Phase III, Stage 3; or Phase III, Stage 4, as the usage of the word indicates.

d) Subsection IX. B. of the AGREEMENT, as amended by the SECOND AMENDMENT, 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 hereto and incorporated herein. The TEC for Phase III is five million nine hundred seventy thousand dollars (\$5,970,000.00), as more particularly described in Exhibit 4 - Revised 2016. All costs associated with land acquisition, including consultant and legal fees and costs 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, is replaced *in toto* by Exhibit 4 – Revised 2016.

e) Subsection IX. F. of the AGREEMENT, as amended by the SECOND AMENDMENT, 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 in 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

PARTY	PERCENT	COST-SHARE AMOUNT
TWA	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
TOTAL	100%	\$1,895,583.00

For Phase III, 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 in 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 will be as follows:

PHASE III

PARTY	PERCENT	COST-SHARE AMOUNT
TWA	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
TOTAL	100%	\$5,970,000.00

f) Section XIV of the AGREEMENT is amended by replacing the existing text *in toto* with the following:

XIV OWNERSHIP OF DOCUMENTS. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to work done under this AGREEMENT shall be vested in the PARTIES who participated in the Phase involved. Any source documents or any other documents or materials developed, secured or used in the performance of this AGREEMENT shall be considered property of the PARTY from which such documents or materials originated.

g) Subsection XIX. G. of the AGREEMENT, as amended by the SECOND AMENDMENT, is further amended by replacing the existing text *in toto* with the following:

Construction of all facilities of any kind and all property acquisition, including easements where applicable, for the PROJECT shall be undertaken by the COOPERATIVE, through its agent TWA. However, the COOPERATIVE shall hold title to any interest in land and facilities and the purchase price and all costs associated with the construction and acquisition as set out elsewhere in this AGREEMENT shall be funded under the formula for Phase III set forth in Subsection IX.F.

SECTION 3. Financial Responsibility. In connection with the permit process for the disposal wells, TWA executed a Certification of Financial Responsibility for Local Government ("Certification"), a copy of which is attached hereto as Exhibit 5. As accepted by FDEP, the current plugging and abandonment cost estimate total for all injection and monitoring wells is \$456,000.00. ST. CLOUD, ORANGE COUNTY, POLK COUNTY and RCID, each agree to execute an identical Certification to be filed with the FDEP within 10 days of the effective date of this THIRD AMENDMENT and to file any updated Certification as may be required by the FDEP to address accumulated inflation costs. The PARTIES agree that their financial responsibility for closing, plugging and abandoning the underground injection wells and associated monitoring wells, should that ever become necessary, shall be in the proportion set out below:

PARTY	PERCENT
TWA	40%
Orange County	30%
Polk County	10%

St. Cloud
RCID

16.7%
3.3%

SECTION 4. General Amendments and Ratifications to the AGREEMENT, as Amended. Wherever the term "AGREEMENT" appears in the AGREEMENT, the FIRST AMENDMENT, the SECOND AMENDMENT, or the THIRD AMENDMENT, said reference is amended and understood to mean the AGREEMENT as amended by the FIRST AMENDMENT the SECOND AMENDMENT and the THIRD AMENDMENT. Wherever the term "PROJECT" appears in the AGREEMENT or in the FIRST AMENDMENT, SECOND AMENDMENT or THIRD AMENDMENT said reference is amended and understood to mean the totality of the PROJECT. All other provisions of the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT and THIRD AMENDMENT are hereby ratified and remain in full effect.

SECTION 5. Filing. Pursuant to section 163.01(11), Florida Statutes (2016), the THIRD AMENDMENT shall be filed with the clerks of the circuit court of Orange, Osceola and Polk counties.

SECTION 6. Effective Date. The THIRD 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) the THIRD 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 THIRD AMENDMENT to be duly executed.

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

Chair

Vice Chair

Secretary

Date: January 4, 2017_____

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

REEDY CREEK IMPROVEMENT DISTRICT

By: _____
Bill Warren, District Administrator

Attest: _____
Clerk, Board of Supervisors

Date: _____

IN WITNESS WHEREOF, the undersigned has executed this THIRD 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: _____
Rebecca Borders, Mayor

Attest: _____
Linda Jaworski, City Clerk

Date: _____

Approved by: _____
City Attorney

IN WITNESS WHEREOF, the undersigned has executed this THIRD 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: _____
Clarence L. Thacker, Vice Chair

Attest: _____

Date: _____

Approved by: _____
Attorney

IN WITNESS WHEREOF, the undersigned has executed this THIRD 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: _____
John Hall, Chair

Attest: _____
Stacy M. Butterfield, Clerk

Date: _____

Approved by: _____
County Attorney

IN WITNESS WHEREOF, the undersigned has executed this THIRD 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: _____
Teresa Jacobs, Orange County Mayor

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

By: _____
Deputy Clerk

Date: _____

Exhibit 1 – Revised 2016

EXHIBIT 1 – REVISED 2016

SUMMARY SCOPE OF WORK

1. PHASE II

The following tasks and descriptions generally describe the completed or anticipated preliminary design services required for the Cypress Lake Water Treatment Plant, including the well field, and raw and finished water transmission mains. It is anticipated that multiple consultants including engineering, surveying, environmental, hydro-geological, appraisal, legal, and hydraulic modeling services will be required. Two primary consultants were selected for Part A: Wells and Water Treatment Facility and Part B: Transmission Mains. The Consultants selected for Preliminary Design services may or may not be retained for Final Design services at the discretion of the parties.

PART A WATER TREATMENT FACILITY

Part A Management and Administration – Consultant(s) have and will continue to prepare 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 consensus from the participating parties.

Site Acquisition – Consultant(s) will assist with the selection and acquisition of plant and well sites; boundary and topographical surveys, sketches and descriptions; provide phase I environmental site assessments, preliminary ecological assessment, floodplain assessment, and preliminary geotechnical evaluations of the selected sites and perform other miscellaneous tasks related to site acquisition.

Master Site Planning – To ensure adequate space for future facility expansions and treatment upgrades, consultant(s) completed master planning for the plant site and wellfield, including plant and well construction phasing, site and facilities layout, process flow schematics, electrical utilities coordination including the primary power requirements to serve the plant and individual well sites, energy conservation and efficiency planning, and on-site power generation alternatives assessments.

Process Selection – Consultant(s) coordinated and assisted with the compilation and review of water quality data from existing exploratory wells for evaluation of potential treatment processes and developed recommended treatment process train schematics and associated preliminary design and performance parameters.

Water Treatment By-Product Disposal – Consultant(s) determined treatment process residuals management and disposal needs and developed a construction and testing plan to assist with the development of water treatment by-product disposal by means of concentrate disposal wells.

Permitting – Consultant(s) will continue to provide various preliminary and final permitting services including interaction with necessary permitting agencies and identification of permitting requirements for final design and construction. Agencies anticipated to require final permitting

include, but are not limited to: Osceola County, SFWMD, FDEP, USEPA and various other governmental agencies as necessary.

Costing and Schedule – Consultant(s) prepared preliminary opinions of the construction cost and schedule including value engineering and present value analyses of selected processes and equipment, and anticipated operations and maintenance costs.

Energy Study Report – Consultant(s) conducted a preliminary study and summarized findings to ensure consideration of energy conservation/efficiency measures, including on-site power generation alternatives, during future final design.

Preliminary Raw Main Route Planning - Consultant(s) identified the proposed raw water main route and the well and plant connection points to facilitate pipeline easement acquisition.

Preliminary Design Report – Based on the findings and conclusions from the preliminary design tasks, consultant(s) prepared a preliminary design report to present the results from the preliminary engineering effort, including: master site planning with phasing of capacity; preliminary treatment process selection and schematic(s); preliminary process design criteria for equipment, and preliminary equipment selections; preliminary layout of facilities; treatment process residuals management and disposal, proposed power distribution layout; preliminary instrumentation and control diagrams; regulatory design requirements (Osceola County, SFWMD, FDEP); preliminary opinion of probable construction costs and projected annual power and chemical costs of the proposed facilities; and a proposed program schedule.

Property Acquisition Assistance – Consultants will conduct Surveys, and Prepare Sketch and Legal Descriptions to assist with the preparation and negotiation of land purchases and easement agreements.

PART B TRANSMISSION MAINS AND WATER WHEELING STUDY

The parties propose to interconnect their respective water distribution systems to establish a regional water distribution grid system capable of moving and transmitting water effectively among the parties.

Management and Administration – Consultant(s) have and will continue to prepare, reports, and provide other miscellaneous services as requested by the parties.

Hydraulic Analysis/Water Wheeling Study – Consultant(s) performed a hydraulic analysis by incorporating the existing hydraulic models of the parties and related information into a regional hydraulic model to identify transmission main sizing and improvements to the existing transmission systems as necessary for the movement of transient water from Cypress Lake, and to optimize the transfer and transmission of potable water between the parties. In conjunction with the hydraulic analysis, an evaluation was performed to address compatibility of the individual parties systems' water quality and pressure to ensure compatibility at system delivery points.

Finished Water Main Route Planning - Consultant(s) have identified various finished water main routes and the parties' transmission systems connection points to facilitate pipeline easement acquisition.

Easement Acquisition – Consultant(s) provided preliminary recommendations concerning easement requirements to assist with future easement acquisition.

Permitting – Consultant(s) provided preliminary permitting services including interaction with necessary permitting agencies and identification of permitting requirements for final design and construction. Agencies anticipated to require final permitting include, but are not limited to: Osceola County, FDEP, FDOT and various other governmental agencies as necessary.

Preliminary Design Report – Based on the findings and conclusions from the preliminary design tasks, consultant(s) prepared preliminary design reports from the preliminary engineering effort, including: proposed transmission main layout and routing, necessary improvements to the parties existing transmission systems; illustrative preliminary pipe alignment layout, basis of design, preliminary permitting requirements, preliminary opinion of probable construction costs; and a recommended program schedule.

2. PHASE III

The following tasks and descriptions generally describe services that have been completed or anticipated services that are required for the Phase III Work. Said Work will be completed in four separate Stages as follows: Stage 1 - Cost Allocation Methodologies and Rate Design Study; Stage 2 - Appraisal, Surveys and Legal Services related to the acquisition of property for twelve (12) well sites and one Water Treatment Facility site; Stage 3 – data development and permitting to support a treatment reject concentrate disposal well system including Water Quality Criteria Exemption (WQCE) permitting; and Stage 4 - design of one concentrate disposal well, construction/testing of one concentrate disposal well, and construction observation with FDEP reporting.

Stage 1: Cost Allocation Methodologies and Rate Designs - A Financial Consultant has and will continue to assist with the development of cost allocation methodologies and rate designs that will provide an equitable cost sharing and recovery arrangement for the PARTIES as they relate to the water wheeling/transmission system portion of the PROJECT.

Stage 2: Appraisals, Surveys and Related Legal Services - Various consultants will assist with appraisals and surveys for sketches and descriptions of twelve well sites, a raw water main route, and a site for location of the Water Treatment Facility. Legal services will be required to assist with preparation of documents for easement, purchases of property, acquisition of property options, or other property acquisition related services.

Stage 3: Permitting and Data Development to Support Permitting including WQCE – Consultants will continue to assist with data development and interact with regulatory agencies for the permitting of water treatment reject concentrate disposal wells. A draft concentrate disposal well permit has been received from the FDEP Underground Injection Control Division. A Water Quality Criteria Exemption will be prepared and submitted to FDEP.

Stage 4: Design and Construction of Concentrate Disposal Well – Consultants will provide design, bidding assistance, and construction administration/observation including reports to FDEP during construction and testing of the concentrate disposal well.

Exhibit 4 – Revised 2016

Phase III Total Estimated Costs

EXHIBIT 4 – Revised 2016

**Total Estimated Costs
for Phase III Stage 1, Stage 2, Stage 3 and Stage 4**

<u>Stage 1: Cost Allocation and Rate Designs Study</u>	\$200,000.00
Review Water Wheeling Study Documents	
Coordinate with Water Wheeling Consultant	
Provide Cost Allocation Methodologies	
Other Miscellaneous Work	
<u>Stage 2: Land Acquisition</u>	\$600,000.00
Appraisals (12 wells sites; Water Treatment Plant site)	
Surveys with Sketch and Legal Descriptions	
Legal Services for Purchase and Easement Agreements	
Acquire Purchase Option	
Other Miscellaneous Work	
<u>Stage 3: Concentrate Disposal Well</u>	\$170,000.00
Coordinate with Permitting Agencies	
Continue to Develop Data in Support of Concentrate Disposal Well	
Complete Acquisitions of FDEP UIC Class V Group 4 Injection Well Permit	
Prepare and Submit Water Quality Criteria Exemption	
Fund Payment of WQCE parameters	
Other Miscellaneous Work	
<u>Stage 4: Design/Construction of Concentrate Disposal Well</u>	\$5,000,000.00
Prepare Bid Documents for one (1) Concentrate Disposal Well	
Bidding Assistance	
Construction Administration	
Construction Observation	
Report to FDEP as Required by UIC Permit	
Other Miscellaneous Work	

Exhibit 5

CYPRESS LAKE PROJECT INTERLOCAL AGREEMENT FUNDING RECONCILIATION

Funding Status

Base language from the 2nd Amendment:

PHASE III - existing

PARTY	PERCENT	COST-SHARE AMOUNT
TWA	40%	\$300,000.00
Orange County	30%	\$225,000.00
Polk County	10%	\$75,000.00
St. Cloud	16.7%	\$125,000.00
RCID	3.3%	\$25,000.00
TOTAL	100%	\$750,000.00

PHASE III – revised (additional funding needed from each entity)

PARTY	PERCENT	COST-SHARE AMT LESS PREVIOUS COMMITMENT
TWA	40%	\$2,388,000.00 – 300,000 = \$2,088,000
Orange Co.	30%	\$1,791,000.00 – 225,000 = \$1,566,000
Polk Co.	10%	\$597,000.00 – 75,000 = \$522,000
St. Cloud	16.7%	\$995,000.00 – 125,000 = \$870,000
RCID	3.3%	\$199,000.00 – 25,000 = \$174,000
TOTAL	100%	\$5,970,000 – 750,000 = \$5,220,000

Stage 1: Cost Allocation Methodologies and Rate Designs - Previous allocation: \$150,000; Expended or Encumbered: \$148,860. Additional Funds for future work on cost allocation model: \$50,000

Stage 2: Appraisals, Surveys and Related Legal Services – Previous Allocation raised from \$450,000 to \$600,000 to ensure adequate funding

Stage 3: Permitting and Data Development to Support Permitting including WQCE - Previous Allocation: \$150,000; Expended or Encumbered: \$66,944. Additional Funds to complete WQCE/Payment of Exempted parameters: \$20,000

Stage 4: Design and Construction of Concentrate Disposal Well – consultants to provide design, bidding assistance, and construction administration/observation including reports to FDEP during construction and testing of the concentrate disposal well.

CATEGORY: Water Cooperative of Central Florida

Attachments: NONE

STATUS REPORT FOR THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT

Explanation: Ms. Deborah Beatty, project manager for the Cypress Lake Alternative Water Supply Project, will provide a brief report on the status of the project and progress since the July 13, 2016 Water Cooperative Board meeting. She will be advising the Board of a proposed amendment to the Cypress Lake Preliminary Design and Permitting Interlocal Agreement to provide for the construction of a concentrate disposal well for the proposed water treatment facility. After the anticipated receipt of the permit for the concentrate disposal wells the construction of one of the wells will be necessary to confirm the permit conditions and the capability to meet the permit conditions.

Recommendation: No action required by the Board.

Cypress Lake Alternative Water Supply Project Status Report.01.04.17

Agenda: Water Cooperative of Central Florida

Attachments:

REPORT ON THE STATUS OF THE CENTRAL FLORIDA WATER INITIATIVE

Explanation: The Board of Supervisors requested that a briefing be provided on the status of the Central Florida Water Initiative (CFWI) at the meetings. Silvia Alderman, General Counsel for the Cooperative, will provide a status report for the Board on the CFWI and related matters.

Recommendation: No action is required.

01.04.17 BLW

Agenda: Water Cooperative of Central Florida

Attachments: Public Notice of 2017 Meeting Schedule

APPROVAL OF MEETING SCHEDULE FOR 2017

Explanation: The Water Cooperative should establish its proposed meeting schedule for 2017 to provide for public notice of the schedule. The Board has set the meeting schedule for the past several years as the first Wednesday of the month of the first month of each quarter within the calendar year. For the 2017 meeting schedule, the July meeting is proposed for the second Wednesday due to the proximity of the first Wednesday date to the July 4th holiday. The proposed meeting schedule and public notice is attached. The Board may schedule special meetings and amend the approved meeting schedule through appropriate action and the provision of the required notice.

Recommendation: Staff recommends approval of the attached meeting schedule for 2017.

2017 MEETING SCHEDULE 01.04.2017 BLW

PUBLIC NOTICE
WATER COOPERATIVE OF CENTRAL FLORIDA
MEETING SCHEDULE FOR 2017

The Water Cooperative of Central Florida will hold meetings Wednesday, January 4, 2017, Wednesday, April 5, 2017, July 12, 2017, and Wednesday, October 4, 2017. 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 L. 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.