

WCCF

The Water Cooperative of Central Florida
Wednesday, March 5, 2025
Commencing at 2.00pm
Toho Administration Building
951 MLK Boulevard, Kissimmee, FL 34741

The Water Cooperative of Central Florida (WCCF) Board of Supervisors will hold a regular Board meeting, commencing at 2 p.m. on Wednesday, March 5, 2025.

In addition to in-person attendance, members of the public may also 'hear' this meeting by telephone or virtually through the Internet. Public comments will only be accepted from in-person attendees.

Those who wish to address the Board and provide public comment must attend in-person. Anyone desiring to provide public comment on a matter not on the agenda must attend in person and submit a completed Hear the Audience Form.

Those interested in attending by phone can do so by dialing +1 872-256-3959,,983701753# then entering the Phone conference ID: 983 701 753#

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

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 298 004 739 072

Passcode: tC27z2ix

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The Water Cooperative of Central Florida
Wednesday, March 5, 2025 - Commencing 2.00PM
Toho Administration Building, 951 MLK Jr Blvd., Kissimmee FL 34741

Meeting Agenda

MEETING CALLED TO ORDER

MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

ROLL CALL / CONFIRMATION OF QUORUM

HEAR THE AUDIENCE

ITEMS REQUIRING BOARD ACTION:

1. APPROVAL OF WATER COOPERATIVE MINUTES OF DECEMBER 18, 2024 (SMITH)
2. APPROVAL OF REIMBURSEMENT OF EXPENDITURES TO DATE BY TOHO WATER AUTHORITY ON BEHALF OF THE WATER COOPERATIVE OF CENTRAL FLORIDA (GREEN)
3. APPROVAL TO FORGO AUDIT REQUIREMENT FOR FISCAL YEAR 2024 (GREEN)
4. APPROVAL OF THE SEVENTH AMENDMENT TO THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT INTERLOCAL AGREEMENT. (BEATTY)

INFORMATIONAL ITEMS:

5. CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT UPDATE (BEATTY)

BOARD MEMBER ANNOUNCEMENTS

NEXT BOARD MEETING: APRIL 9, MAY 7, JUNE 4 (MONTHLY SCHEDULED DATES)

MEETING ADJOURNED

WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: March 5, 2025

Agenda Item No. 1

Attachments: Minutes from December 18, 2024

Title: APPROVAL OF THE WCCF MEETING MINUTES OF DECEMBER 18, 2024

Explanation:

At every Board meeting, the meeting is recorded, and minutes are prepared from the recording of the proceedings. Attached are the minutes from the December 18, 2024 Board Meeting.

Costs: None

Recommendation: Seeking Board approval of the WCCF meeting minutes of December 18, 2024

Initials: as



Minutes of December 18, 2024, Meeting of the Water Cooperative of Central Florida

Board Members present: Chair: Hector Lizasuain (Osceola County), Secretary: Commissioner Nicole Wilson (Orange County), Commissioner Michael Scott (Polk), Council Member Kolby Urban (St Cloud).

Staff Present: Toho Water Authority Executive Director Todd P. Swingle, Toho Water General Counsel Anthony J. Cotter, Toho Water Cypress Lake Project Manager Deb Beatty, Board Counsel Silvia Alderman (Remote), Senior Engineer - Planning, Development and Engineering Pollen Jung, Executive Assistant Ali Smith.

Absent: None

Chairman Lizasuain opened the meeting at 2:03 pm. Roll call completed, quorum was confirmed.

Item	Item Name	Notes
	Welcome of new Board Members; Election of Officers.	<p>Commissioner Michael Scott (Polk), Council Member Kolby Urban (St Cloud) were welcomed and will be invited to introduction/orientation meetings with the Toho team shortly.</p> <p>Consideration of Board positions for 2025 was conducted.</p> <p>Motion for Supervisor Lizasuain to serve as WCCF Board Chair was made by Commissioner Wilson. Motion was seconded by Supervisor Urban. Motion passed 3-0.</p> <p>Motion for Commissioner Wilson to serve as WCCF Board Secretary was made by Supervisor Lizasuain. Motion was seconded by Commissioner Scott. Motion passed 3-0.</p> <p>There was no comment received during Hear the Audience, so this section was closed.</p>
1.	Approval of WCCF Meeting Minutes of October 30, 2024 (Smith)	Motion to approve the Minutes made by Secretary Wilson. Motion seconded by Chairman Lizasuain. Motion passed 4-0.
2.	Approval of Reimbursement of Expenditures to date by Toho Water Authority on behalf of the Water Cooperative of Central Florida (Green)	<p>CEO/Executive Director Swingle provided a brief outline of the request for reimbursement of expenditures, on behalf of the WCCF, by Toho.</p> <p>Motion to Approve the Reimbursement of Expenditures was made by Chairman Lizasuain. Motion was seconded by Commissioner Scott. Motion passed 4-0.</p>

3.	Approval to adopt the Final Water Cooperative Budget for Fiscal Year 2025 (Green)	<p>CEO/Executive Director Swingle provided a brief introduction to the FY2025 draft budget for consideration by the Board. He mentioned that, in addition to supporting the regional projects generally, ramping up of the Cypress Lake Project will become a larger budgetary item moving into 2025.</p> <p>Motion to adopt the Final Water Cooperative Budget for Fiscal Year 2025 made by Secretary Wilson. Motion was seconded by Commissioner Scott. Motion passed 4-0.</p>	
4.	Informational: Cypress Lake Alternative Water Supply Project Update (Beatty)	<p>Toho Water Cypress Lake Project Manager Deb Beatty gave a presentation updating on the Cypress Lake Alternative Water Supply Project.</p> <p>Approval of the ILA Amendment #7 (for the future funding from the 2025 grant) is anticipated to come before the WCCF Board at the April meeting, after presenting for approval at Boards of other Member Governments.</p> <p>Toho will bring a Master Bond Resolution to WCCF April Board, planning to establish a letter of credit with a banking source. This, together with a Cypress Lake Annual Budget will be developed and presented to the Board.</p>	
	Announcements: <ul style="list-style-type: none"> - Board Member - CEO Swingle - Legal Counsel 	<p>Commissioner Scott expressed that he is looking forward to being part of the WCCF efforts.</p> <p>CEO/Executive Director Swingle mentioned the ramping up on WCCF activity but, at this point, it was agreed by the Board to cancel January and February meetings, with the next Board being March 5th (a month prior to Amendment #7 approval deadline).</p>	
	Next Board meeting	Wednesday March 8, 2025 – next quarterly date (January 8 and February 5, 2025 – cancelled).	
<p>There being no further business to come before the Board, Chairman Lizasuain adjourned the meeting at 2:31pm.</p>		Hector Lizasuain, Chairman	Nicole Wilson, Secretary

WATER COOPERATIVE OF CENTRAL FLORIDA

Meeting Date: March 5, 2025

Agenda Item No. 2

Attachments:

Itemized list of expenditures by Toho Water Authority from October 1, 2024, to February 5, 2025

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:

\$43,264.08

Recommendation:

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

Initials: asg

Attachment to Item 2

Toho Water Authority List of Expenditures on behalf of the Water Cooperative of Central Florida (October 1, 2024 – February 5, 2025)

Vendor	Date	Invoice	Amount	Explanation
FL Dept of Commerce	10/1/2024	91123	200.00	Annual state fee
Gannett Media	10/20/2024	6747730 10679059	222.34	Rescheduling FY25 budget review
Akerman LLP	11/6/2024	10026251	1,641.50	0292530 - General representation
Southeastern Investment Securities LLC	12/2/2024	1-3-12022024	1,440.00	Development of line of credit invitation to negotiate
Holland & Knight	12/4/2024	2024xx219521.00001B	12,566.00	Bond counsel services
Akerman LLP	12/5/2024	10033690	268.00	0292530 - General representation
Akerman LLP	1/6/2025	10040650	837.50	0292530 - General representation
Osceola News Gazette	1/16/2025	8EC1FC95-0015	47.74	Jan and Feb meeting cancellation
Holland & Knight	1/23/2025	2025xx219521.00001J	17,038.00	Bond counsel services
Akerman	2/5/2025	10048047	9,003.00	0292530 - General representation
Water Cooperative Total			\$43,264.08	
				asg

WATER COOPERATIVE OF CENTRAL FLORIDA

Meeting Date: March 5, 2025

Agenda Item No. 3

Attachments:

Florida Statute 218.39 (Audit Requirements); FY2024 Trial Balance

Title:

FY2024 Audit Requirement

Explanation:

Per Florida Statute 218.39, Special Districts are only required to have an annual financial audit if revenues or expense for the year exceed \$100,000 or if revenues or expenditures are between \$50,000 and \$100,000 and the entity has not been subject to an audit for the preceding two years.

FY2024 revenue and expense for the Water Cooperative were \$8,000 and \$12,315 respectively, so an audit is not required. Given the low dollar amount for FY2024 financial activity and the relatively high cost of an audit (\$5,500 for FY2022), staff believe the cost of conducting an audit outweighs any potential benefit for this year.

Total Cost:

Estimated at \$5,500 - \$6,500 if the Board decides in favor of conducting an audit

Recommendation:

Staff recommends forgoing an audit for FY2024 based on the low exposure to material error and the proportionally high expense of an audit.

Initials: asg

The 2024 Florida Statutes

[Title XIV](#)[Chapter 218](#)[View Entire Chapter](#)**TAXATION AND FINANCE FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS****218.39 Annual financial audit reports.—**

(1) If, by the first day in any fiscal year, a local governmental entity, district school board, charter school, or charter technical career center has not been notified that a financial audit for that fiscal year will be performed by the Auditor General, each of the following entities shall have an annual financial audit of its accounts and records completed within 9 months after the end of its fiscal year by an independent certified public accountant retained by it and paid from its public funds:

(a) Each county.

(b) Any municipality with revenues or the total of expenditures and expenses in excess of \$250,000, as reported on the fund financial statements.

(c) Any special district with revenues or the total of expenditures and expenses in excess of \$100,000, as reported on the fund financial statements.

(d) Each district school board.

(e) Each charter school established under s. [1002.33](#).

(f) Each charter technical center established under s. [1002.34](#).

(g) Each municipality with revenues or the total of expenditures and expenses between \$100,000 and \$250,000, as reported on the fund financial statements, which has not been subject to a financial audit pursuant to this subsection for the 2 preceding fiscal years.

(h) As required by s. [163.387\(8\)\(a\)](#), each community redevelopment agency with revenues or a total of expenditures and expenses in excess of \$100,000, as reported on the trust fund financial statements.

(i) Each special district with revenues or the total of expenditures and expenses between \$50,000 and \$100,000, as reported on the fund financial statement, which has not been subject to a financial audit pursuant to this subsection for the 2 preceding fiscal years.

(2) The county audit report must be a single document that includes a financial audit of the county as a whole and, for each county agency other than a board of county commissioners, an audit of its financial accounts and records, including reports on compliance and internal control, management letters, and financial statements as required by rules adopted by the Auditor General. In addition, if a board of county commissioners elects to have a separate audit of its financial accounts and records in the manner required by rules adopted by the Auditor General for other county agencies, the separate audit must be included in the county audit report.

(3)(a) A dependent special district, excluding a community redevelopment agency with revenues or a total of expenditures and expenses in excess of \$100,000, as reported on the trust fund financial statements, may provide for an annual financial audit by being included in the audit of the local governmental entity upon which it is dependent. An independent special district may not make provision for an annual financial audit by being included in the audit of another local governmental entity.

(b) A special district that is a component unit, as defined by generally accepted accounting principles, of a local governmental entity shall provide the local governmental entity, within a reasonable time period as established by the local governmental entity, with financial information necessary to comply with this section. The failure of a component unit to provide this financial information must be noted in the annual financial audit report of the local governmental entity.

(c) The financial audit of a dependent special district or of an independent special district, or the financial audit of a local governmental entity that includes the information of a dependent special district as provided in paragraph (a), shall separately include and specify the information required in s. [218.32\(1\)\(e\)2.-5](#).

(4) A management letter shall be prepared and included as a part of each financial audit report.

(5) At the conclusion of the audit, the auditor shall discuss with the chair of the governing body of the local governmental entity or the chair's designee, the elected official of each county agency or the elected official's designee, the chair of the district school board or the chair's designee, the chair of the board of the charter school or the chair's designee, or the chair of the board of the charter technical career center or the chair's designee, as appropriate, all of the auditor's comments that will be included in the audit report. If the officer is not available to discuss the auditor's comments, their discussion is presumed when the comments are delivered in writing to his or her office. The auditor shall notify each member of the governing body of a local governmental entity, district school board, charter school, or charter technical career center for which:

(a) Deteriorating financial conditions exist that may cause a condition described in s. 218.503(1) to occur if actions are not taken to address such conditions.

(b) A fund balance deficit in total or a deficit for that portion of a fund balance not classified as restricted, committed, or nonspendable, or a total or unrestricted net assets deficit, as reported on the fund financial statements of entities required to report under governmental financial reporting standards or on the basic financial statements of entities required to report under not-for-profit financial reporting standards, for which sufficient resources of the local governmental entity, charter school, charter technical career center, or district school board, as reported on the fund financial statements, are not available to cover the deficit. Resources available to cover reported deficits include fund balance or net assets that are not otherwise restricted by federal, state, or local laws, bond covenants, contractual agreements, or other legal constraints. Property, plant, and equipment, the disposal of which would impair the ability of a local governmental entity, charter school, charter technical career center, or district school board to carry out its functions, are not considered resources available to cover reported deficits.

(6) The officer's written statement of explanation or rebuttal concerning the auditor's findings, including corrective action to be taken, must be filed with the governing body of the local governmental entity, district school board, charter school, or charter technical career center within 30 days after the delivery of the auditor's findings.

(7) All audits conducted pursuant to this section must be conducted in accordance with the rules of the Auditor General adopted pursuant to s. 11.45. Upon completion of the audit, the auditor shall prepare an audit report in accordance with the rules of the Auditor General. The audit report shall be filed with the Auditor General within 45 days after delivery of the audit report to the governing body of the audited entity, but no later than 9 months after the end of the audited entity's fiscal year. The audit report must include a written statement describing corrective actions to be taken in response to each of the auditor's recommendations included in the audit report.

(8) The Auditor General shall notify the Legislative Auditing Committee of any audit report prepared pursuant to this section which indicates that an audited entity has failed to take full corrective action in response to a recommendation that was included in the two preceding financial audit reports.

(a) The committee may direct the governing body of the audited entity to provide a written statement to the committee explaining why full corrective action has not been taken or, if the governing body intends to take full corrective action, describing the corrective action to be taken and when it will occur.

(b) If the committee determines that the written statement is not sufficient, it may require the chair of the governing body of the local governmental entity or the chair's designee, the elected official of each county agency or the elected official's designee, the chair of the district school board or the chair's designee, the chair of the board of the charter school or the chair's designee, or the chair of the board of the charter technical career center or the chair's designee, as appropriate, to appear before the committee.

(c) If the committee determines that an audited entity has failed to take full corrective action for which there is no justifiable reason for not taking such action, or has failed to comply with committee requests made pursuant to this section, the committee may proceed in accordance with s. 11.40(2).

(9) The predecessor auditor of a district school board shall provide the Auditor General access to the prior year's working papers in accordance with the Statements on Auditing Standards, including documentation of planning, internal control, audit results, and other matters of continuing accounting and auditing significance, such as the working paper analysis of balance sheet accounts and those relating to contingencies.

(10) Each charter school and charter technical career center must file a copy of its audit report with the sponsoring entity; the local district school board, if not the sponsoring entity; the Auditor General; and with the Department of Education.

(11) This section does not apply to housing authorities created under chapter 421.

(12) Notwithstanding the provisions of any local law, the provisions of this section shall govern.

History.—s. 65, ch. 2001-266; s. 924, ch. 2002-387; s. 28, ch. 2004-305; s. 2, ch. 2006-190; s. 2, ch. 2009-214; s. 20, ch. 2011-144; s. 25, ch. 2012-5; s. 1, ch. 2012-38; s. 23, ch. 2016-10; s. 3, ch. 2021-226.

TRIAL BALANCE SUMMARY FOR 2024

Water Cooperative of Central Florida

General Ledger

Ranges:
From: 10/1/2023
To: 9/30/2024
Date:
Account: FirstSorted By:
Include:
Fund
Posting

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
001-0000-101-00-01	Cash -- SunTrust 1279		\$256,018.32	\$8,000.00	\$10,382.90	(\$2,382.90)	\$253,635.42
001-0000-133-00-00	Accounts Receivable - Other Government Entities		\$0.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00
001-0000-201-00-00	Vouchers Payable		\$0.00	\$10,382.90	\$10,382.90	\$0.00	\$0.00
001-0000-208-00-00	Accounts Payable - Other Government Entities		(\$7,398.55)	\$10,382.90	\$12,315.00	(\$1,932.10)	(\$9,330.65)
001-0000-271-00-00	Fund Balance - Unreserved		(\$248,619.77)	\$0.00	\$0.00	\$0.00	(\$248,619.77)
001-0000-389-70-00	Capital Contributions from Other Public Source		\$0.00	\$0.00	\$8,000.00	(\$8,000.00)	(\$8,000.00)
001-0000-537-31-00	Professional Services		\$0.00	\$10,718.73	\$0.00	\$10,718.73	\$10,718.73
001-0000-537-48-00	Advertising Expense		\$0.00	\$1,421.27	\$0.00	\$1,421.27	\$1,421.27
001-0000-537-49-00	Permit and License Expense		\$0.00	\$175.00	\$0.00	\$175.00	\$175.00
Grand Totals:			9	\$0.00	\$49,080.80	\$49,080.80	\$0.00
							\$0.00

WATER CO-OPERATIVE OF CENTRAL FLORIDA

Meeting Date: March 5, 2025

Agenda Item No. 4

Attachments: Seventh Amendment to the Cypress Lake Interlocal Agreement

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

Explanation:

Staff requests the WCCF Board of Supervisors approve the Seventh Amendment to the Cypress Lake Alternative Water Supply Project Interlocal Agreement (Seventh Amendment). Funding in the Seventh Amendment in the amount of \$18,400,000 will support consulting and construction services associated with the following discrete projects: construction of two additional production wells and associated raw water mains to connect the well sites to the water treatment plant site, property acquisition for the two wells and easements for the raw water mains, an update to the finished water hydraulic model, assistance with preparation of project funding applications; and a contingency for unforeseen and additional services related to the project work.

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

The Seventh Amendment is essential to the continued advancement of the Cypress Lake Alternative Water Supply project and specifically authorizes funding in the amount of \$18,400,000 for the following services:

Construction of two production wells (CL-5 and CL-6)	\$6,500,000
Construction of raw water main to connect CL-5 and CL-6 to the water treatment plant site	\$8,500,000
Property acquisition for two production wells (CL-5 and CL-6) and easements for the raw water main routing	\$500,000
Update to the hydraulic model and infrastructure cost estimate found in Water Wheeling Plan	\$250,000
Consultant services for construction administration and construction observation for two production wells (CL-5 and CL-6)	\$1,000,000

Consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site	\$500,000
Consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.)	\$150,000
Contingency for unforeseen and addition services related to the PROJECT	\$1,000,000
Total	\$18,400,000

Member Governments funding obligations and responsibilities for the work associated with the Seventh Amendment are as follows:

Party	Percent/Allocation	Cost-Share Amount
Toho	40% (12 MGD)	\$ 7,360,000.00
Orange County	30% (9 MGD)	\$ 5,520,000.00
Polk County	10% (3 MGD)	\$ 1,840,000.00
St. Cloud	16.7%* (5 MGD*)	\$ 3,067,280.00*
<u>RCID</u>	<u>3.3%** (1 MGD**) </u>	<u>\$ 612,720.00 **</u>
TOTAL	100% (30 MGD)	\$18,400,000.00

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

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

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

Total expenditures for the work associated with the Seventh Amendment will not exceed \$18,400,000 without further authorization from the WCCF Board via future Amendments.

Additional amendments will be required for various future work including construction and construction administration of the water treatment plant.

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

Initials: dab

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

SEVENTH AMENDMENT TO THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT

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

WITNESSETH:

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

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

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

WHEREAS, through the COOPERATIVE, and individually, the PARTIES and RCID entered into a second amendment ("SECOND AMENDMENT") to the AGREEMENT, as amended, effective as of September 23, 2015, to carry forward a new Phase III, including: 1)

authorizing the new Phase III Scope of Work; 2) redirecting certain previously approved but as yet uncommitted funds from Phase II to Phase III with no new funding obligations and an overall reduction in budget; 3) ratifying the transfer to TOHO of certain PROJECT Management and Administration tasks and eliminating remuneration therefor, redirecting those management funds to other tasks as provided in the SECOND AMENDMENT; and 4) amending the Scope of Work and Total Estimated Cost to refine the descriptions to coincide more fully with services already completed and those yet to be undertaken by amending Exhibits 1 and 3 and adding a new Exhibit 4 to the AGREEMENT, as amended; and

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

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

WHEREAS, through the COOPERATIVE and individually, the PARTIES and RCID entered into a fifth amendment ("FIFTH AMENDMENT") to the AGREEMENT, as amended, effective as of December 6, 2022, which: 1) changed all references in the AGREEMENT, as amended, from TWA to TOHO so as to be more consistent with the current terminology used to identify that PARTY; 2) changed all references in the AGREEMENT, as amended, from "Class V,

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

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

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

WHEREAS, on February 28, 2023, RCID withdrew from the AGREEMENT, as amended; and

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

WHEREAS, through the COOPERATIVE and individually, the PARTIES entered into a sixth amendment ("SIXTH AMENDMENT") to the AGREEMENT, as amended, effective as of October 10, 2023, which: 1) reallocated the rights and obligations previously held by RCID; and 2) authorized additional Work in the PROJECT and associated funding in a new Phase III, Stage

7, as follows: a) consultant services for construction administration, and construction observation for one injection well ("IW-1") and one monitoring well at the IW-1 concentrate disposal well site; b) consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site; c) consultant services for construction administration of the raw water main construction; d) construction of IW-1 and one monitoring well; e) construction of a second monitoring well at the IW-1 concentrate disposal well site; f) construction of the raw water main to connect production well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site; and g) a contingency for unforeseen and additional services related to the PROJECT; and

WHEREAS, the PARTIES desire to acknowledge the PROJECT as an Approved Water Project under the COOPERATIVE Charter and to authorize additional Work in the PROJECT and associated funding in a new Phase III, Stage 8, as follows: 1) construct two additional production wells ("CL-5" and "CL-6"); 2) construct the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 3) acquire property for CL-5 and CL-6 and easements for the raw water main routing; 4) complete an annual update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan; 5) engage consultant services for construction administration and construction observation for CL-5 and CL-6; 6) engage consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 7) engage consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.); and 8) provide a contingency for unforeseen and additional services related to the PROJECT.

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

SECTION 1 AMENDMENTS.

a) The Ninth WHEREAS CLAUSE of the AGREEMENT is amended by replacing the existing text in toto with the following:

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

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

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

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

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

services; 2) construction of three production wells and one production well retrofit; 3) property acquisition; and 4) a contingency for unforeseen and additional services related to the PROJECT;

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

F) a Phase III, Stage 8, authorizing: 1) construction of CL-5 and CL-6; 2) construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 3) acquisition of property for CL-5 and CL-6 and easements for the raw water main routing; 4) completion of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan; 5) engagement of consultant services for construction administration and construction observation for CL-5 and CL-6; 6) engagement of consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 7) engagement of consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.); and 8) provision of a contingency for unforeseen and additional services related to the PROJECT; and

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

SECTION I. RECITALS, PURPOSE AND INTENT.

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

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

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

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

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

F. In order to provide a transition into construction, operation and maintenance of the PROJECT under the Governance Agreement, additional amendments to the AGREEMENT, as amended, will be necessary to set forth further terms and conditions relating and authorizing

further activities including but not limited to the following: 1) property acquisition, and comprehensive plan amendments, zoning and land use approvals necessary for the intended uses; 2) construction and contract administration services for raw water supply wells, raw water main, water treatment plant, the remaining concentrate disposal well(s), and other associated appurtenances; and 3) permit compliance actions.

c) Subsection VI B of the AGREEMENT, as amended, is amended by adding a new Phase III, Stage 8 after the narrative describing Phase III, Stage 7 as follows, with all other provisions remaining unchanged:

Stage 8 - Authorizing the following: 1) construction of CL-5 and CL-6; 2) construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 3) acquisition of property for CL-5 and CL-6 and easements for the raw water main routing; 4) completion of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan; 5) engagement of consultant services for construction administration and construction observation for CL-5 and CL-6; 6) engagement of consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 7) engagement of consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.); and 8) provision of a contingency for unforeseen and additional services related to the PROJECT.

d) Subsection IX B of the AGREEMENT, as amended, is amended by adding the following new text after the narrative describing the TEC for Phase III, Stage 7, with all other provisions remaining unchanged:

The TEC for Phase III Stage 8 is \$18,400,000.00, as more particularly described in Exhibit 9, attached hereto and incorporated herein by reference.

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

Until the modified Water Use Permit is issued, each PARTY agrees to participate financially according to its estimated Cost-Share shown on the table set forth below. The amount of funding for each PARTY represents the amount of public supply water (annual average) expected from the PROJECT based on the estimated available yield. The share of the estimated PROJECT cost of the PARTIES for Phase III, Stage 8 will be as follows:

PHASE III, STAGE 8

PARTY	PERCENT	COST-SHARE AMOUNT
TOHO	40	\$ 7,360,000.00
ORANGE COUNTY	30	\$ 5,520,000.00
ST. CLOUD	16.67*	\$ 3,067,280.00*
POLK COUNTY	10	\$ 1,840,000.00
RCID	3.33**	\$ 612,720.00**
TOTAL	100	\$18,400,000.00

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

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

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

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

SECTION 3. ENTIRE AGREEMENT. The AGREEMENT, as amended by the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH AMENDMENTS, including exhibits, constitutes the entire agreement among the PARTIES pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

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

SECTION 5. GENERAL AMENDMENTS AND RATIFICATIONS TO THE AGREEMENT. Wherever the term "AGREEMENT" appears in the AGREEMENT, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT, or SEVENTH AMENDMENT, said reference is amended and understood to mean the AGREEMENT as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT and SEVENTH AMENDMENT. Wherever the term "PROJECT" appears in the AGREEMENT or in the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT, or SEVENTH AMENDMENT, said reference is amended and understood to mean the totality of the PROJECT, or a portion thereof as the usage of the word indicates. All other provisions of the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT and SEVENTH AMENDMENT are hereby ratified and remain in full effect.

[Signature pages to follow.]

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

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

Hector Lizasuain, Chair

Attest: Nicole Wilson, Secretary

Date: _____

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

CITY OF ST. CLOUD, FLORIDA

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

By: _____
Todd P. Swingle, P.E.
Executive Director

Date: _____

IN WITNESS WHEREOF, the undersigned has executed the SEVENTH 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: _____
Henry Thacker, Chair

Attest: _____
Tom White, Secretary

Date: _____

Approved by: _____
Attorney

IN WITNESS WHEREOF, the undersigned has executed the SEVENTH 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: _____
T.R. Wilson, Chair

Attest: _____
Stacy M. Butterfield, Clerk

Date: _____

Approved by: _____
County Attorney

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

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings, Orange County Mayor

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

By: _____
Deputy Clerk

Date: _____

EXHIBIT 9

Phase III, Stage 8 Costs

Construction of two production wells (CL-5 and CL-6)	\$ 6,500,000.00
Construction of raw water main to connect CL-5 and CL-6 to the water treatment plant site	\$ 8,500,000.00
Property acquisition for two production wells (CL-5 and CL-6) and easements for the raw water main routing	\$ 500,000.00
Update to the hydraulic model and infrastructure cost estimate found in Water Wheeling Plan	\$ 250,000.00
Consultant services for construction administration and construction observation for two production wells (CL-5 and CL-6)	\$ 1,000,000.00
Consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site	\$ 500,000.00
Consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.)	\$ 150,000.00
Contingency for unforeseen and additional services related to the PROJECT	\$ 1,000,000.00
Total	\$18,400,000.00

WATER COOPERATIVE OF CENTRAL FLORIDA

Meeting Date: March 5, 2025

Agenda Item No. 5

Attachments: None

Title:

CYPRESS LAKE ALTERNATIVE WATER SUPPLY PROJECT UPDATE

Explanation:

Deborah Beatty, Toho Project Manager for the Cypress Lake Alternative Water Supply (CL AWS) Project, will provide a brief update on the status of the project progress since December 18, 2024 Water Cooperative Board meeting including construction progress on the production wells project, concentrate disposal injection well project, a grant funding update, upcoming projects, pending agreements, and related business matters.

Costs:

None.

Recommendation:

No action required by the Board.

Initials: dab