



Interoffice Memorandum

April 6, 2020

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P.E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "Ray", is placed over the "FROM" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
April 21, 2020 BCC Meeting
Fourth Amendment to the Tohopekaliga Water Authority/Orange
County Water and Wastewater Service Territorial Agreement
Contact Person: Andres Salcedo, P.E.
Deputy Director, Utilities Department
407-254-9719**

The City of Kissimmee (the "City") and Orange County (the "County") entered into the City of Kissimmee/Orange County Water and Wastewater Service Territorial Agreement (the "agreement") on October 28, 1994, to define water and wastewater territorial boundaries between the County and the City. The initial term was 10 years with five-year renewals upon mutual written consent.

The First Amendment to the Agreement was entered into on March 28, 1995, to modify the service territorial boundary.

The Second Amendment to the Agreement was entered into on September 9, 2003, to substitute the Tohopekaliga Water Authority (the "Authority") for the City in the agreement, unless the context required otherwise.

The Third Amendment to the Agreement was entered into on December 16, 2008, to modify the terms of subsequent renewal periods.

This Fourth Amendment to the Agreement will alter the territorial boundary, add a provision for future alterations of less than 50 acres to the territorial boundaries by a letter of agreement, and impose certain cross-connection controls. The alteration of the territorial boundary includes the transfer of the Waterstar area (6.02 ac) from the County to the Authority, and the transfer of the Orange Lake area (23.476 ac) from the Authority to the County.

Orange County Attorney's Office and Risk Management staff have reviewed the document and find it acceptable as to form. Orange County Utilities staff recommends approval.

Action Requested: Approval and execution of Fourth Amendment to the Tohopekaliga Water Authority/Orange County Water and Wastewater Service Territorial Agreement.

District 1.

**FOURTH AMENDMENT
TO THE TOHOPEKALIGA WATER AUTHORITY/ORANGE COUNTY
WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT**

THIS FOURTH AMENDMENT TO THE TOHOPEKALIGA WATER AUTHORITY/ORANGE COUNTY WATER AND WASTEWATER SERVICE TERRITORIAL AGREEMENT (the “Fourth Amendment”) is made and entered into as of the date of last execution by and between **Tohopekaliga Water Authority**, an independent special district of the State of Florida (the “Authority” or “TWA”), whose address is 101 North Church Street, Kissimmee, Florida 34741, and **Orange County**, a charter county and political subdivision of the State of Florida (the “County”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. Hereinafter, the Authority and the County may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the City of Kissimmee (the “City”) and the County entered into the City of Kissimmee/Orange County Water and Wastewater Service Territorial Agreement executed by Orange County on September 27, 1994, and executed by the City of Kissimmee on October 28, 1994 (the “Agreement”); and

WHEREAS, the City and the County entered into an Amendment to the Agreement on March 28, 1995 (the “Amendment”) to modify the service territorial boundary; and

WHEREAS, the Authority was created pursuant to Chapter 2003-368, Laws of Florida, as an independent special district of the State of Florida to provide water and wastewater service, including reclaimed water service, in Osceola County and Orange County, Florida; and

WHEREAS, the City, the Authority, and the County entered into a Second Amendment to the Agreement on September 9, 2003 to substitute the Authority for the City in the Agreement, unless the context required otherwise; and

WHEREAS, the Authority and the County entered into a Third Amendment to the Agreement on December 16, 2008 to modify the terms of subsequent renewal periods; and

WHEREAS, the Parties now desire to alter the Territorial Boundary as defined in the Agreement, and amended by the Amendment, and add a provision to Section 4 of the Agreement for future alterations of less than 50 acres to the Territorial Boundaries by a letter agreement, as defined in the Agreement; and

WHEREAS, the Parties desire to impose certain cross-connection controls in Section 5 as more particularly set forth herein; and

WHEREAS, the Parties also desire to modify the notice requirements as set forth in Section 10 of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the Parties agree as follows:

1. Each of the above recitals are true and correct and by this reference are incorporated into this Fourth Amendment.

2. Section 4.1 of the Agreement is hereby replaced in its entirety with the following:

Section 4.1 Alterations of Territorial Boundaries. Recognizing that future circumstances, coupled with good engineering practice and economical operation, may necessitate alterations to the Territorial Boundaries as herein described, the Parties hereby agree that such Territorial Boundaries may be altered by mutual consent.

- a. Changes to the boundary that alter the Territorial Boundaries by fifty (50) acres or less may be accomplished by written letter agreement signed by the County's Director of Utilities and the Authority's Executive Director, and each such letter agreement will become an amendment to this Agreement. Documents transferring service area(s) in the aggregate of fifty (50) acres or less shall include a legal description and map of the areas to be added to or removed from the Territorial Boundary.
- b. For boundary alterations transferring greater than fifty (50) acres, the Party desiring such alteration shall prepare documents fully describing the alteration of the Territorial Boundary, which documents must be approved by the governing boards of each Party. The documents shall include an updated legal description and map of the proposed new Territorial Boundary to replace Exhibit "A" of the Agreement.

3. Section 5.4.1 is added with the following:

Section 5.4.1. Cross Connection Controls.

- a. The Purchaser shall ensure that all connections within the area served by interconnections have appropriate backflow devices in place and are compliant at all times with the requirements of Rule 62-555.360, Florida Administrative Code (FAC), as that rule may be amended from time to time, and generally summarized as follows:

- i. The backflow preventer shall be appropriate for the degree of hazard. The following backflow preventers are anticipated devices based upon known planned uses in the community: (a) Reduced Pressure Zone Backflow Preventer (RPZ) for any potable irrigation connection or non-residential connection; and (b) a Dual Check Valve Assembly (DuC) may be used for any residential connection utilizing reclaimed water for irrigation.
 - ii. The Purchaser shall ensure that device testing is conducted as required or the device is replaced on a specified frequency for nontestable devices (residential dual checks).
 - iii. The Purchaser shall conduct site survey / cross connection evaluation concurrent with testing activities as described in Section 5.4.1.a.ii.
 - iv. The Purchaser shall provide annually to the Provider backflow prevention assembly testing and installation data from the prior year (by Feb 15th) to include the number and type of backflow preventer, test results and age of any dual check devices. The Purchaser shall provide additional data not specifically listed herein as requested by the Provider to complete the Provider's annual cross connection control reporting to the Florida Department of Environmental Protection.
- b. The Purchaser shall respond immediately to correct any potable water line break in the Purchaser's water system served by any interconnection and report the break to the Provider immediately upon discovery of any line break, cross-connection, or other reportable system malfunction.

4. Notice, as required under Section 10 of the Agreement, is modified and amended to substitute all required notices be delivered as follows:

If to the County: Orange County Utilities Department
 9150 Curry Ford Road
 Orlando, Florida 32825-7600
 Attention: Director

With a copy to: Orange County Administrator's Office
 Orange County Administration Building
 201 S. Rosalind Avenue, 5th Floor
 Orlando, Florida 32801-3527
 Attention: County Administrator

If to the Authority:

Tohopekaliga Water Authority
951 Martin Luther King Boulevard
Kissimmee, Florida 34741-5054
Attention: Executive Director

Except for the substitution of contact information for the Parties as set forth herein, Section 10 of the Agreement shall remain in full force and affect.

5. Subparagraph 4 of the Recitals section of the Agreement, subsection 3.1 of the Agreement, and subsection 4.1 of the Agreement shall be modified by replacing **Exhibit "A-1"** to the Agreement with **Exhibit "A-2,"** which is attached to and incorporated by this Fourth Amendment to the Agreement by reference.

6. Except as amended herein, the terms and conditions of the Agreement, its Amendments, the Water Letter Agreement, and the Wastewater Letter Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below by their duly authorized representatives.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*

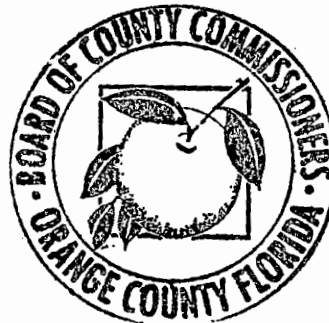
for Jerry L. Demings
Orange County Mayor

Date: APR 21 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

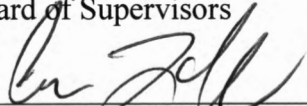
By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith



TOHOPEKALIGA WATER AUTHORITY

By: Board of Supervisors

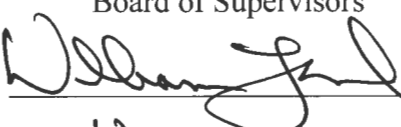
By:  _____

Clarence L. Thacker

Chairman

Date: 3-11-20

ATTEST: William Land, Secretary
Board of Supervisors

By:  _____

Print Name William Land

Exhibit A-2

Page 1 of 6

**TERRITORIAL BOUNDARY TO THE
TOHOPEKALIGA WATER AUTHORITY/ORANGE COUNTY
WATER AND WASTEWATER TERRITORIAL AGREEMENT**

Beginning at the southwest corner of Section 31, Township 24 South, Range 27 East, run North along the Orange/Lake County line a distance of 2,640'; then East along the North line of the Southwest 1/4 of Section 31, to the East right-of-way line of Avalon Road (State Road 545); then North along said East right-of-way to the South right-of-way of Hartzog Road; then run Easterly along the South right-of-way of Hartzog Road to the East line of the Northwest 1/4 of Section 32, Township 24 South, Range 27 East; then continue East along the South right-of-way line of Hartzog Road to a point near the center of Section 28, Township 24 South, Range 27 East, where Hartzog Road turns North; then continue North along the East right-of-way of Hartzog Road to a point being 2,290' South of the North line of said Section 28; then East 1,350'; then North 2,290'; then East 2,640'; then South 1,320'; then East 1,320'; then South 3,965.03' to a point being the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 24 South, Range 27 East; then West 2,640'; then South 1,329.03'; then West 1,326.56'; then South 2,156.86'; then East 1,326.64; then South 664.52'; then west 331.66'; then south to the Orange/Osceola County line; then West 3 miles more or less along said Orange/Osceola County line to the point of beginning, said point also being on the Lake/Orange County line. All lands lying within Orange County, Florida.

Remove Orange Lake Area (23.476 ac) from the Authority's territory (per Exhibit A-2, pages 3 and 4).

Add Waterstar Area (6.02 ac) to the Authority's territory (per Exhibit A-2, pages 5 and 6).



Area to be added to TWA Area to be removed from TWA Orange Lake Country Club PD Water/Wastewater Service Area Boundaries Waterstar PD



SKETCH OF DESCRIPTION

SHEET 1 OF 2

Orange Lake

(Area to be removed from TWA)

DESCRIPTION:

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS;

BEGIN AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN N89°56'28"W ALONG HE SOUTH LINE OF SAID SOUTHEAST 1/4, 2137.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED HARTZOG ROAD, AS VACATED PER OFFICAIL RECORDS BOOK 7803, PAGE 3332, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 45°57'41", A RADIUS OF 603.69 FEET, AN ARC LENGTH OF 484.27 FEET, A CHORD BEARING OF N48°56'22"E AND A CHORD DISTANCE OF 471.39 FEET; THENCE CONTINUE THE FOLLOWING 6 (SIX) COURSES ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF VACATED HARTZOG ROAD; N25°57'31"E, 48.43 FEET TO A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 70°43'00", A RADIUS OF 543.69 FEET, AN ARC LENGTH OF 671.04 FEET, A CHORD BEARING OF N61°19'01"E AND A CHORD DISTANCE OF 629.25 FEET; THENCE RUN S83°19'29"E, 418.68 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 15°35'00", A RADIUS OF 1116.28 FEET, AN ARC LENGTH OF 303.61 FEET, A CHORD BEARING OF S75°31'59"E AND A CHORD DISTANCE OF 302.67 FEET; THENCE RUN S67°44'29"E, 194.72 FEET TO A CURVE CONCAVE TO THE NORTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 19°16'03", A RADIUS OF 985.37 FEET, AN ARC LENGTH OF 331.36 FEET, A CHORD BEARING OF S77°22'30"E AND A CHORD DISTANCE OF 329.80 FEET TO THE EAST LINE OF AFORESAID SOUTHEAST 1/4 OF SECTION 29; THENCE RUN S00°20'09"W ALONG SAID EAST LINE, 387.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 23.476 ACRES MORE OR LESS.

SURVEYORS NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF A DIGITAL SIGNED AND SEALED SURVEY ARE NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD, BY THIS FIRM.
3. REVISIONS DO NOT CONSTITUTE A RE-CERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 24 SOUTH, RANGE 27 EAST, AS BEING N89°56'28"W (NAD 83 FLORIDA STATE PLANE EAST).
5. THE DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS IS NOT A BOUNDARY SURVEY.

JOB NUMBER: 17124

SURVEY DATE: 7/30/19
 FIELD BY: N/A
 FIELD BOOK: N/A
 PAGES: N/A
 FIELD FILE: N/A

DRAWING FILE: 17124-TWC.DWG

ARON D. BISHMAN, P.S.M. FLORIDA REGISTRATION NO. 5668



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
 WINTER GARDEN, FL 34787 Fax No. 407.905.8875

Orange Lake

(Area to be removed from TWA)

LEGEND/ABBREVIATIONS:

NOT ALL SYMBOLS AND ABBREVIATIONS SHOWN HEREON MAY BE USED

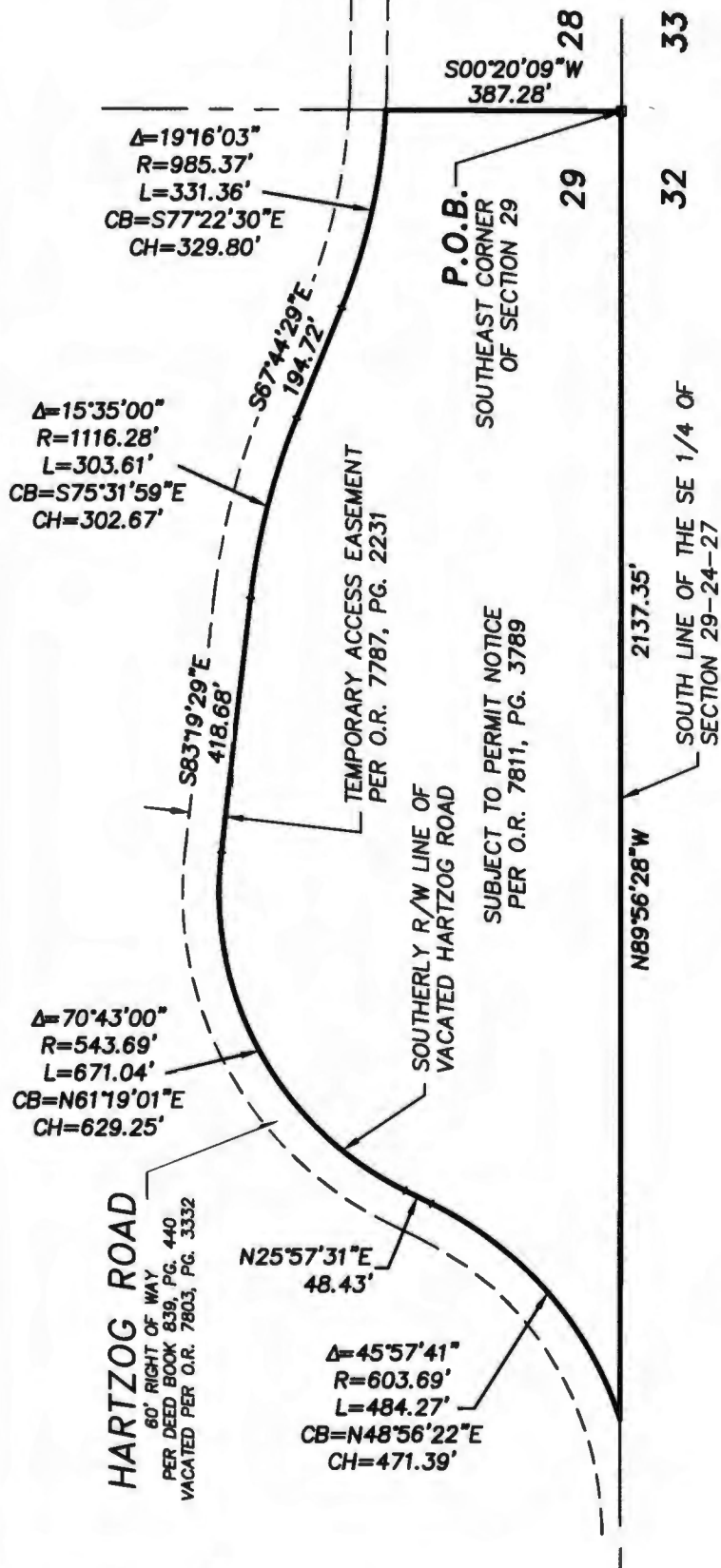
R	RADIUS
Δ	CENTRAL ANGLE
L	LENGTH
CH	CHORD
CB	CHORD BEARING
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS BOOK
PG.	PAGE
DOC#	DOCUMENT NUMBER
TYP.	TYPICAL
CL	CENTERLINE
LB	LICENSED BUSINESS
PSM	PROFESSIONAL SURVEYOR & MAPPER

SCALE 1"=300'



CERTIFICATE OF AUTHORIZATION LB 7274

32 W. PLANT STREET Phone No. 407.905.8877
WINTER GARDEN, FL 34787 Fax No. 407.905.8875



JOB NUMBER: 17124

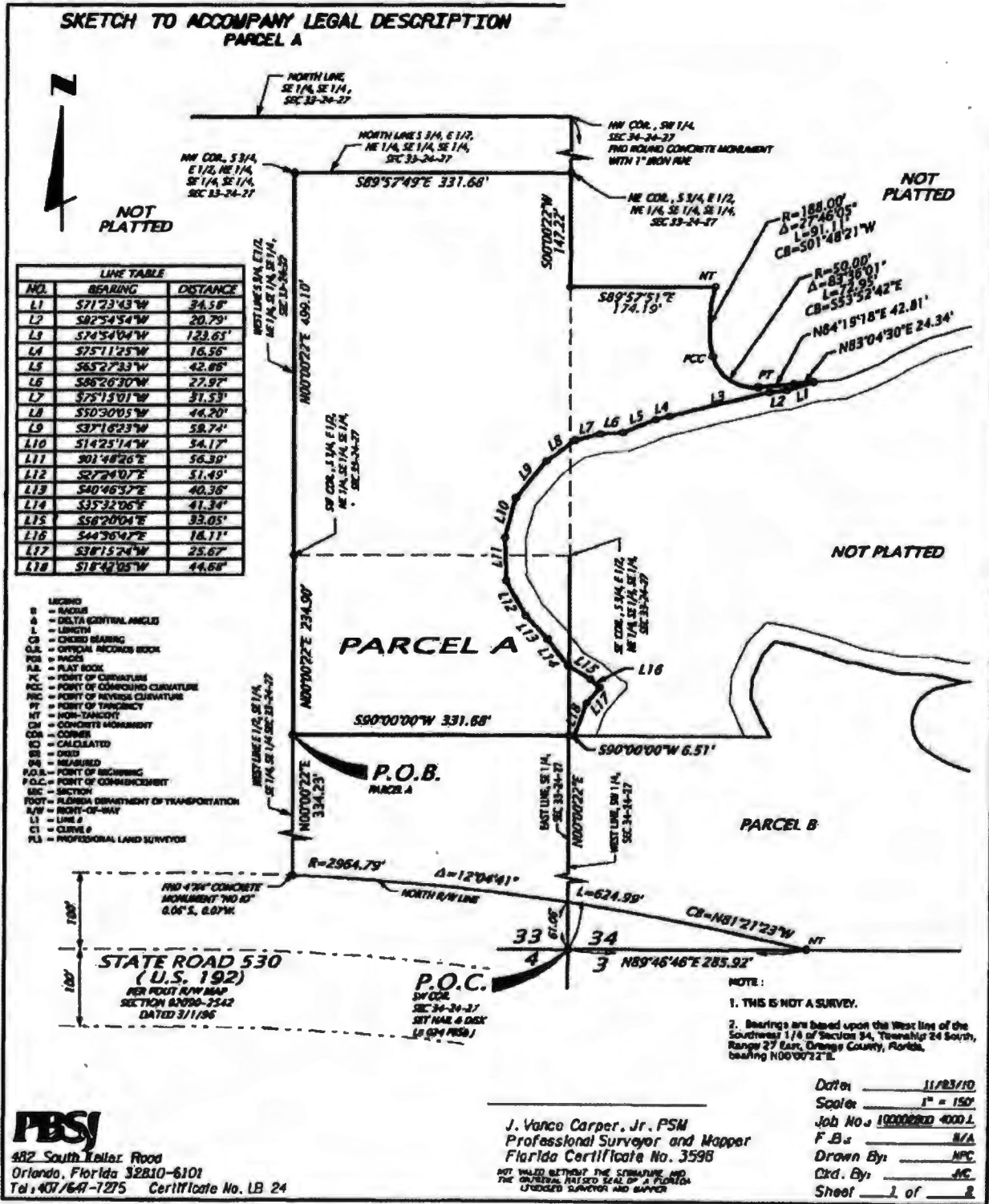
SURVEY DATE: 7/30/19
DRAWING FILE: 17124-TWA

SHEET 2 OF 2

Waterstar

(Area to be added to TWA)

DRAWING AND LEGAL DESCRIPTION OF THE PROPERTY



Waterstar

(Area to be added to TWA)

**LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PARCEL A****LEGAL DESCRIPTION (PARCEL A)**

A parcel of land lying in Sections 33 and 34, Township 24 South, Range 27 East, Orange County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 34, run along the South line of the Southwest 1/4 of said Section 34, N.89°45'59"E. for 285.08 feet to its intersection with the Northerly right-of-way line of State Road 530; said point being a point on a non-tangent curve concave Southerly having a radius of 2964.79 feet, and a central angle of 12°04'41"; thence from a chord bearing of N.81°21'23"W. run Westerly along the arc of said curve and Northerly right-of-way line for 624.99 feet more or less to a point on the West line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence N.00°00'22"E. along said West line for 334.23 feet to the POINT OF BEGINNING; thence continue N.00°00'22"E. along said West line for 234.90 feet to the Southwest corner of the South 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence continue N.00°00'22"E. along the West line of the South 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 33 for 499.10 feet more or less to the Northwest corner thereof; thence S.89°57'49"E. along the North line of the South 3/4 of the East 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 33 for 331.68 feet more or less to the Northeast corner thereof; thence S.00°00'22"W. along the East line of said Section 33 for 147.22 feet; thence S.89°57'51"E for 174.19 feet to a point on a non-tangent curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 188.00 feet and a chord bearing of S.01°48'21"W., through a central angle of 27°46'05", for 91.11 feet to the point of compound curvature of a curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 50.00 feet; through a central angle of 83°36'01", for 72.95 feet to the point of tangency; thence N.84°19'18"E. for 42.81 feet; thence N.83°04'30"E. for 24.34 feet; thence S.71°23'43"W. for 34.58 feet; thence S.82°54'54"W. for 20.79 feet; thence S.74°54'04"W. for 123.65 feet; thence S.75°11'25"W. for 16.56 feet; thence S.65°27'33"W. for 42.86 feet; thence S.86°26'30"W. for 27.97 feet; thence S.75°15'01"W. for 31.53 feet; thence S.50°30'05"W. for 44.20 feet; thence S.37°16'23"W. for 59.74 feet; thence S.14°25'14"W. for 54.17 feet; thence S.01°48'26"E. for 56.39 feet; thence S.27°24'07"E. for 51.49 feet; thence S.40°46'57"E. for 40.36 feet; thence S.35°32'06"E. for 41.34 feet; thence S.56°20'04"E. for 33.05 feet; thence S.44°36'47"E. for 16.11 feet; thence S.38°15'24"W. for 25.67 feet; thence S.18°42'05"W. for 44.68 feet; thence S.90°00'00"W. for 6.51 feet to a point on the East line of the Southeast 1/4 of said Section 33; thence continue S.90°00'00"W. for 331.68 feet to the POINT OF BEGINNING.

Containing 6.02 acres, more or less.



482 South Keller Road
Orlando, Florida 32810-6101
Tel: 407/641-7275 Certificate No. LB 24

Sheet 2 of 2