



## Interoffice Memorandum

February 6, 2017

**TO:** Teresa Jacobs, Mayor  
and Board of County Commissioners

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

A handwritten signature in black ink, appearing to be "R. Hanson", written over the "FROM" line.

**SUBJECT:** **BCC AGENDA ITEM – Consent Agenda  
February 21, 2017 BCC Meeting  
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**  
**Contact Person: Teresa Remudo-Fries, P. E., Deputy Director  
Utilities Department  
407-254-9803**

On August 30, 2011, the Board approved the 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. The Interlocal Agreement defined all parties' financial and implementation obligations for permitting, a water transmission study, and preliminary design of the Cypress Lake Wellfield project.

Since approval of the interlocal agreement, Orange County has become a member of the Water Cooperative of Central Florida and two amendments have been approved. The amendments addressed modifications to the project management tasks, modifications to the scope, and reallocation of the budget with no increase of the total cost.

This third Amendment to the interlocal agreement provides for the addition of the next stage of the Cypress Lake Wellfield project, the Design and Construction of Concentrate Disposal Well. This portion of the project increases the total estimated cost of phase III of the project to \$5,970,000, of which 30% or \$1,791,000 is Orange County's share.

The County Attorney's Office staff finds the agreement acceptable. Utilities Department staff recommends approval.

**Action Requested:**

**Approval and execution 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 by and between The Water Cooperative of Central Florida and Reedy Creek Improvement District.**

**All Districts.**

BCC Mtg. Date: February 21, 2017

**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
<b>TOTAL</b>	<b>100%</b>	<b>\$1,895,583.00</b>

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**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
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
<b>TOTAL</b>	<b>100%</b>	<b>\$5,970,000.00</b>

- 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	16.7%
RCID	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

  
\_\_\_\_\_  
Donald Shroyer, Chair

\_\_\_\_\_  
George Lindsey, Vice Chair

\_\_\_\_\_  
Peter Clarke, Secretary

\_\_\_\_\_  
LeRue Skip Stellfox

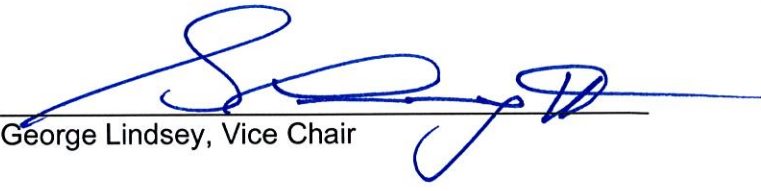
Date: \_\_\_\_January 4, 2017\_\_\_\_



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

\_\_\_\_\_  
Donald Shroyer, Chair

  
\_\_\_\_\_  
George Lindsey, Vice Chair

\_\_\_\_\_  
Peter Clarke, Secretary

\_\_\_\_\_  
LeRue Stellfox


Date: \_\_\_\_\_ January 4, 2017 \_\_\_\_\_

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

\_\_\_\_\_  
Donald Shroyer, Chair

\_\_\_\_\_  
George Lindsey, Vice Chair

  
\_\_\_\_\_  
Peter Clarke, Secretary

\_\_\_\_\_  
LeRue Skip Stellfox

Date: \_\_\_\_January 4, 2017\_\_\_\_

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

\_\_\_\_\_  
Donald Shroyer, Chair

\_\_\_\_\_  
George Lindsey, Vice Chair

\_\_\_\_\_  
Peter Clarke, Secretary

  
\_\_\_\_\_  
LeRue Skip Stelfox

Date: \_\_\_\_ January 4, 2017 \_\_\_\_

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

REEDY CREEK IMPROVEMENT DISTRICT

By:

  
\_\_\_\_\_  
John Classe, District Administrator

Attest:

  
\_\_\_\_\_  
Wanda Leshon  
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:   
Nathan Blackwell, Mayor

Attest:   
Linda Jaworski, City Clerk



Date: 1/25/2018

Approved by:   
City Attorney

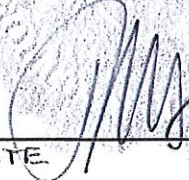
IN WITNESS WHEREOF, the undersigned has executed this THIRD AMENDMENT below in its capacity as a member government of THE WATER COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of the TOHOPEKALIGA WATER AUTHORITY and the respective obligations 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:

   
VICE Chair - CLARENCE L. DUCKER

Attest:

  
Secretary - TOM WHITE

Date:

January 25, 2017

Approved by:

  
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 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:   
R. Todd Dantzler, Vice Chairman



Attest:   
Stacy M. Butterfield, Clerk

Date: 3/21/17

Reviewed as to Form and Legal Sufficiency:

By:   
County Attorney's Office

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*  
Teresa Jacobs, Orange County Mayor

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

By:

*Kate Smith*  
Deputy Clerk

Date:

2.21.17



## 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

<b><u>Stage 1: Cost Allocation and Rate Designs Study</u></b>	<b>\$200,000.00</b>
Review Water Wheeling Study Documents	
Coordinate with Water Wheeling Consultant	
Provide Cost Allocation Methodologies	
Other Miscellaneous Work	
<b><u>Stage 2: Land Acquisition</u></b>	<b>\$600,000.00</b>
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	
<b><u>Stage 3: Concentrate Disposal Well</u></b>	<b>\$170,000.00</b>
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	
<b><u>Stage 4: Design/Construction of Concentrate Disposal Well</u></b>	<b>\$5,000,000.00</b>
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

Certification of Financial Responsibility for Local Government  
Filed by TWA



**CERTIFICATION OF FINANCIAL RESPONSIBILITY FOR LOCAL GOVERNMENT****Tohopekaliga Water Authority**

\_\_\_\_\_, a unit of local government of the State of Florida, hereby certifies that it has unconditionally obligated itself to have the financial resources necessary to close, plug, and abandon its underground injection well(s) and related monitoring wells, as required by Chapter 62-528, Florida Administrative Code. It is further understood that the cost estimate to conduct plugging and abandonment, established on July 27, 2016, shall be updated thirty (30) months after the date of permit issuance and this obligation shall incorporate accumulated inflation costs. An increase exceeding 10 percent compared with the amount stated below shall require submission of an updated certification form.

**Injection Wells and Monitoring Wells Covered By This Agreement:**  
(attach additional sheet if necessary)

Facility Name: Cypress Lake AWS WTP  
 Facility Address: Not established at this time  
 Facility Contact: Brian Wheeler, Executive Director  
 Phone Number: 407-944-5131  
 Latitude/Longitude of Injection Well(s): See Attachment  
 Current Permit Number: DEP Application No. 0345378-001-003-UC/50  
 Current Plugging and Abandonment Cost Estimate: \$456,000  
 (total for all injection and monitoring wells)

It is hereby understood that the cancellation of this certification may not take place without the prior written consent of the Secretary of the Florida Department of Environmental Protection.

(Signature)

**Brian Wheeler**

(Print Name)

**Executive Director**

(Title)

**August 30, 2016**

(Date)

NOTARY: See Next Page

Notary Form

State of Florida

County of: Osceola

Sworn to (or affirmed) and subscribed before me this 30<sup>th</sup> day of August, 2016

by Brian L Wheeler  
(Name of person making statement)

☒ Personally known to me

OR

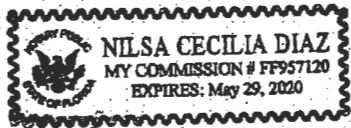
☐ Produced the following identification \_\_\_\_\_

Nilsa C. Díaz  
Notary Signature

Nilsa C. Díaz

Print, Type, or Stamp Commissioned Name of Notary Public

Apply Seal of Notary Public below - State of Florida



**MARK G. LAWSON, P.A.**

P.O. Box 14043

Tallahassee, Florida 32317-4043

Facsimile (850) 807-2987

*Mark G. Lawson*

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*James C. Dinkins*

*James C. Dinkins, P.A., Of Counsel*

*Telephone (239) 810-2682*

*Email: [JDinkins@MarkGLawson.com](mailto:JDinkins@MarkGLawson.com)*

**Joseph Habermeld**

**Environmental Administrator**

**Florida Department of Environmental Protection**

**2600 Blair Stone Road**

**Tallahassee, Florida 32399-2400**

**[Joe.Habermeld@dep.state.fl.us](mailto:Joe.Habermeld@dep.state.fl.us)**

**Brian L. Wheeler**

**Executive Director**

**Tohopekaliga Water Authority**

**951 Martin Luther King Blvd.**

**Kissimmee, Florida 34741**

**[BWheeler@tohowater.com](mailto:BWheeler@tohowater.com)**

**August 29, 2016**

**Re: Tohopekaliga Water Authority; Attestation Toward Demonstration of  
Financial Responsibility, in Compliance with Rule 62-528.435(9), F.A.C.**

**Dear Gentlemen,**

**We have been asked to provide this correspondence in conjunction with the  
status of the Tohopekaliga Water Authority as a Florida local government.**

**The Tohopekaliga Water Authority is an independent special district, established  
and created pursuant to Chapter 189, Florida Statutes, in 2003 by special act of  
the Florida Legislature. See Ch. 2003-368, Laws of Fla. (as amended, the  
"Tohopekaliga Water Authority Act").**

**Under chapter 189, Florida Statutes, cited as the "Uniform Special District  
Accountability Act," and specifically section 189.012(3), Florida Statutes, the  
Tohopekaliga Water Authority is classified an independent special district. Such  
classification was confirmed with finality in *Tohopekaliga Water Authority v. State*,  
No. CI03OC-1588, at \*2 (Fla. 9th Cir. Ct. Sept. 10, 2003) (the "Final Judgment"),**

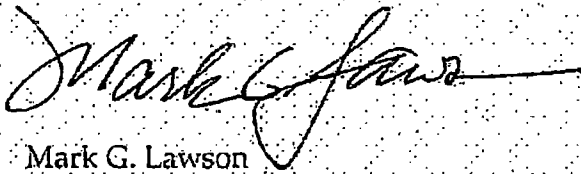
and is also so confirmed by the Florida Department of Economic Opportunity in its Official List of Special Districts. Detailed List of All Special Districts Sorted by County, Florida Department of Economic Opportunity, available at <https://dca.deo.myflorida.com/fhcd/sdip/OfficialListdeo/alldistricts.cfm> (last accessed Aug. 29, 2016).

The undersigned has been duly appointed and serves as the General Counsel for the Tohopekaliga Water Authority pursuant to section 10(2) of the Tohopekaliga Water Authority Act, and served as counsel of record in the Final Judgment proceedings.

Accordingly, as requested, the undersigned as the attorney and counsel for the Tohopekaliga Water Authority attests that Tohopekaliga Water Authority is a "local governmental entity" as defined under section 218.502, Florida Statutes, and is subject to chapter 218, part V, Florida Statutes, concerning financial emergencies.

Sincerely,

MARK G. LAWSON, P.A.

A handwritten signature in black ink, appearing to read "Mark G. Lawson", with a long horizontal flourish extending to the right.

Mark G. Lawson

*Board-Certified in City, County and Local Government Law*