

Introduced by the Council President at the request of the Mayor and
amended by the Transportation, Energy and Utilities Committee:

ORDINANCE 2016-490-E

AN ORDINANCE APPROPRIATING \$15,065,664.89 TO
THE WATER/WASTEWATER SYSTEM FUND, AS INITIATED
BY B.T. 16-104; AMENDING THE 2016-2020 FIVE-
YEAR CAPITAL IMPROVEMENT PROGRAM APPROVED BY
ORDINANCE 2015-505-E TO PROVIDE FUNDING FOR
THE PROJECT ENTITLED "WASTEWATER SYSTEM
IMPROVEMENT PROGRAM"; REAPPROPRIATING BALANCE
IN THE SEPTIC TANK SUPERFUND TO THE
WATER/WASTEWATER SYSTEM FUND; FILING OF THE
WATER/WASTEWATER SYSTEM INFRASTRUCTURE REPORT
TO COUNCIL; PROVIDING COUNCIL WITH TABLE AND
MAPS THAT IDENTIFY PRIORITY AREAS FOR
WATER\WASTEWATER SYSTEM FUNDS; AMENDING
CHAPTER 751 (SEPTIC TANK SUPERFUND); PROVIDING
FOR OVERSIGHT BY THE DEPARTMENT OF PUBLIC
WORKS; REORGANIZING AND NUMBERING CERTAIN
PARTS; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Appropriation. For the 2015-2016 fiscal year,
within the City's budget, there are hereby appropriated the
indicated sum(s) from the account(s) listed in subsection (a) to
the account(s) listed in subsection (b):

(B.T. 16-104 is attached hereto as **Exhibit 1** and incorporated
herein by this reference)

(a) Appropriated from:

See B.T. 16-104 \$15,065,664.89

(b) Appropriated to:

See B.T. 16-104 \$15,065,664.89

(c) **Explanation of Appropriation**

The funding above is necessary to appropriate the \$15,000,000 received from JEA as part of Ordinance 2015-764 and to appropriate the remaining balance in the Septic Tank Superfund project to the newly established Water/Wastewater System Fund project. The accounting department shall move the actuals from JXSF462/PW0352 - 03 to PWCP463F5750 / PW0796-01.

Section 2. Re-Appropriation. The current balance of the Septic Tank Superfund account in the amount of \$65,664.89 is hereby re-appropriated to the Water/Wastewater System Fund.

Section 3. Carryover. The funds appropriated and re-appropriated in this ordinance shall not lapse but shall carryover into subsequent fiscal years.

Section 4. Purpose. The purpose of the appropriation and re-appropriation in Sections 1 and 2 are to provide funding for the Wastewater System Improvement Program as provided in Chapter 751, Ordinance Code.

Section 5. CIP Amendment. Ordinance 2015-505-E, being the 2016-2020 Five-Year Capital Improvement Program for the City and certain of its independent agencies, is hereby amended to reduce funding for the project entitled "Septic Tank Superfund" and provide additional funding for the Project entitled "Wastewater System Improvement Program." The Project is more fully described in the Project Information Sheets, attached hereto as **Exhibit 2** and incorporated herein by this reference. The Council finds that the deferral of this amendment of the CIP until the next annual budget

1 and CIP review will be detrimental to the best interests of the
2 community because such deferral would impair the availability of
3 the funding source. Pursuant to Section 122.605(c), *Ordinance Code*,
4 enactment of this ordinance requires the affirmative vote of two-
5 thirds of the Council members present at the meeting because of the
6 CIP amendment set forth in this section. This ordinance shall
7 constitute an amendment to Ordinance 2015-505-E. In all other
8 respects, the Five-Year Capital Improvement Program approved by
9 Ordinance 2015-505-E shall continue in full force and effect.

10 **Section 6. Water/Wastewater System Report.** As required
11 by section 6.2 of the Interagency Agreement by and between the City
12 of Jacksonville and JEA dated March 22, 2016, the Water/Wastewater
13 system improvement working committee offered the attached report
14 and recommendations for Council review and consideration, attached
15 hereto as **Exhibit 3** and incorporated herein by this reference.

16 **Section 7. Priority Areas Table and Location Maps.**
17 The Council reviewed and adopted the Water/Wastewater working
18 committee's recommendation and method to prioritize developed
19 communities that would have the first opportunity for
20 Water/Wastewater Funds for water and/or wastewater system
21 infrastructure within Priority Areas. A copy of the adopted
22 Priority Area table and the considerations used to achieve overall
23 community scores attached hereto as **Exhibit 4** and incorporated
24 herein by this reference with 11x17 copies on file with Legislative
25 Services. Maps of the Priority Areas and the top tier groupings of
26 Priority Area communities attached hereto as **Exhibit 5** and
27 incorporated herein by this reference with 11x17 copies on file
28 with Legislative Services.

29 **Section 8. Amending Chapter 751, Ordinance Code.** Chapter
30 751, Ordinance is hereby amended and shall read as follows:

31 **Chapter 751 - ~~SEPTIC TANK SUPERFUND~~ WASTEWATER SYSTEM IMPROVEMENT**

PROGRAM

Sec. 751.101. - Declaration of legislative intent and public policy.

The Council finds and declares that connections to central water and wastewater treatment systems and the elimination of on-site treatment and disposal systems promote the publicly owned water and sewer system must be expanded into those neighborhoods and subdivisions where septic tank systems have failed so as to create a sanitary nuisance or other conditions affecting the environment and the health, safety and general welfare of the inhabitants of the City and the water quality of the St. Johns River. Due to the high cost of construction of these systems, when centralized wastewater systems are made available connections must be mandatory. It is further declared that in an areas having the greatest need for services will take priority over other areas for available funding of centralized water and wastewater treatment systems. Priority areas will be failing septic tank systems, but which has not been declared a sanitary nuisance by the determined by the Director of the Regulatory Compliance Public Works Department after consulting with the Director of Duval County Health Department-, Centralized water and/or sewerwastewater service will not be provided to the priority areas unless at least 6070 percent of the property owners signify their desire for the system by signing a letter of intent which will include access for the construction, connection and maintenance of the system to be installed to serve the priority area property. to make payment of the sewer tap charge, the water pollution control charge, water meter tap fee and water capital recovery fee, if applicable. It is further declared that the costs of constructing sewerwastewater collection lines and water distribution lines to priority areas septic tank system failure areas, which are declared to be sanitary

1 ~~nuisances~~ are to be borne by all taxpayers since the problems are
2 City-wide. Upon notice of availability and within the timeframes
3 established by the Chapter, all property owners will be required to
4 connect to an available wastewater facility and will be charged a
5 monthly service usage charge upon connection or a Readiness to
6 Serve Charge if no timely connection is made. It is further
7 declared that any existing Water and Sewer Enterprise Fund, managed
8 and controlled by JEA, which is being financed by current JEA or
9 City utility customers should not be used to rectify ~~septic tank~~
10 ~~system failure~~ Priority Area problems without reimbursement.

11 **Sec. 751.102. - Definitions.**

12 When used in this chapter, unless the context otherwise
13 clearly indicates a different meaning, the following terms shall
14 have the meaning contained below:

15 (a) Available shall have the same meaning as section
16 381.0065(2)(a), Florida Statutes as applied to a publicly
17 ~~owned or investor-owned sewerage system~~ to means that the
18 ~~publicly owned or investor-owned sewerage system~~ the JEA
19 wastewater system is capable of being connected ~~to~~with
20 the plumbing of an establishment or residence, is not
21 under a Department of Environmental Protection
22 moratorium, and has adequate permitted capacity to accept
23 the sewage to be generated by the establishment or
24 residence; and

25 (1) For a residential subdivision lot, a single-family
26 residence, or an establishment, any of which has an
27 estimated ~~sewage~~wastewater flow of 1,000 gallons per
28 day or less, a gravity ~~sewer~~wastewater line to
29 maintain gravity flow from the property's drain to
30 the ~~sewer~~wastewater line, or a low pressure or
31 vacuum sewage collection line in those areas

approved for low pressure or vacuum ~~sewage~~wastewater collection, exists in a public easement or right-of-way that abuts the property line of the lot, residence, or establishment.

(2) For an establishment with an estimated ~~sewage~~wastewater flow exceeding 1,000 gallons per day, a ~~sewer~~wastewater line, force main, or lift station exists in a public easement or right-of-way that abuts the property of the establishment or is within 50 feet of the property line of the establishment as accessed via existing rights-of-way or easements.

(3) For proposed residential subdivisions with more than 50 lots, for proposed commercial subdivisions with more than five lots, and for areas zoned or used for an industrial or manufacturing purpose or its equivalent, a ~~sewerage~~wastewater system exists within one-fourth mile of the development as measured and accessed via existing easements or rights-of-way.

(4) For repairs or modifications within areas zoned or used for an industrial or manufacturing purpose or its equivalent, a ~~sewerage~~wastewater system exists within 500 feet of an establishment's ~~or residence's~~ ~~sewer~~wastewater system stub-out as measured and accessed via existing rights-of-way or easements.

(b) *Criteria factors* means a prescribed listing of criteria to be applied to the ~~Failed~~Priority Area List to determine priority of providing service pursuant to Section 751.107.

(c) ~~Director~~VP Water/Wastewater-JEA means the person

directing the water and ~~sewer~~wastewater distribution and collection systems for JEA, or his ~~deputy~~director, ~~manager~~division chief, agent or representative, ~~unless a specific reference is made to a named City department.~~

(d) *EPB* means the Environmental Protection Board.

(e) ~~Failed~~Priority *Area List* means the most current list of ~~septic tank system failure~~ priority areas pursuant to Section 751.106.

(f) *Sanitary nuisance* shall have the meaning given in Section 386.01, F.S., and as further defined and interpreted in the criteria factors specified herein.

(g) *Septic tank system* has the same meaning as provided in Section 64E-6, Florida Administrative Code.

(h) ~~Septic tank system failure~~ Priority ~~a~~Areas means a subdivision or neighborhood ~~or platted subdivision with five or more failing septic tank systems, and which meets a minimum scores~~ the highest of 70 percent of the ~~eriteria factors,~~ from evaluation of ~~these~~ criteria factors specified herein in Section 751.107, ~~by the Director of the Regulatory Compliance Department after consulting with the Director of the Duval County Health Department or designee.~~

(i) ~~Sewage~~Wastewater *lines* means any of the publicly owned regional ~~sewerage~~wastewater system and connections, fittings, collection and pumps including force mains and gravity flow lines.

(j) ~~STS Fund~~ means the ~~Septic Tank Superfund.~~

~~(k)~~ *Water lines* means any part of the publicly owned water system together with all connections, fittings, valves and pipes.

Sec. 751.103. - ~~Septic Tank Superfund~~ (STS) Water/Wastewater System

1 **Fund, establishment of.**

2 There ~~previously is hereby~~ established a Septic Tank Superfund
3 shall be renamed to be known as the Water/Wastewater System Fund
4 (known as the STWWS Fund). All WWS Fund ~~of~~ monies collected and
5 received from various sources, as specified in Section 751.104, are
6 to be used to provide water and/or ~~sewer~~wastewater service to
7 ~~septic tank system failure~~Priority ~~a~~Areas, that have been declared
8 ~~sanitary nuisances as provided herein and are noted on a Failed~~
9 ~~Area List.~~

10 **Sec. 751.104. - Sources of funding.**

11 The STWWS Fund may acquire monies from the Environmental
12 Protection Fund, federal or State grant funds, monies that may be
13 appropriated from revenue bonds, Readiness to Serve Charges
14 collected pursuant to Section 751.111, and any other monies
15 appropriated by Council. All monies from the Readiness to Serve
16 Charges collected pursuant to Section 751.111 shall be deposited
17 into the WWS Fund and used in accordance with Section 751.103.

18 **Sec. 751.105. - Administration of STWWS Fund.**

19 The Director of Finance is authorized and directed to make
20 disbursements from ~~this~~ the WWS ~~f~~Fund upon the written
21 recommendation of the Director of the ~~Regulatory Compliance~~ Public
22 Works ~~Department after consulting with the Director of the Duval~~
23 ~~County Health Department~~ for the sole purpose of providing water or
24 wastewater service to Priority ~~A~~Areas ~~on the Failed Area List~~ which
25 are presently served or will be served by ~~the JEA~~city in priority
26 as determined in accordance with the criteria factors pursuant to
27 Section 751.107.

28 **Sec. 751.106. - ~~Failed~~Priority Area List.**

29 The Director of the ~~Regulatory Compliance~~Public Works
30 Department shall be responsible for assembling and maintaining a
31 prioritized listing of ~~Septic Tank System Failure~~Priority Areas

(~~Failed~~Priority Area List) based upon the criteria factors specified herein, after consulting with the Director of the Duval County Health Department. The ~~Failed~~Priority Area List shall be submitted to City Council for its review as part of the annual budget process. The ~~Failed~~Priority Area List shall be updated at least annually. The Priority Area List shall be promulgated and shall be made available to the public in the Office of the Director of the Regulatory Compliance~~Public Works~~ Department. ~~Any area on the list which has been designated a sanitary nuisance by the Director of the Regulatory Compliance Department after consulting with the Director of the Duval County Health Department shall be identified as such on the list.~~

Sec. 751.107. - Criteria factors.

Priority of providing ~~sewage~~wastewater lines or water lines with the use of WWS Funds to a ~~Septic Tank System Failure Priority Area~~ subdivision or neighborhood shall be determined by the Director of the ~~Regulatory Compliance~~Public Works Department in consultation with the VP Water/Wastewater-JEA and the Director of the Duval County Health Department, or designee, in accordance with the following criteria factors developed by the Director of the ~~Regulatory Compliance~~Public Works Department after consulting with the VP Water/Wastewater--JEA and the Director Duval County Health Department, or designee, and the ~~Director~~Chief of the ~~Public Works Department~~Environmental Quality Division. The criteria factors developed shall include:

Health Criteria

- 1A. ~~The~~ANumber of septic tank system repair permits issued in the area.
- 1B. Age of septic tank system.
2. Average lot size in the area.
3. Soil potential in the area.

4. Seasonal highwater table in the area.
5. Threat to potable water in the area.
6. Sanitary conditions in the area.
7. Proximity of the area to any surface water body.
8. Potential for flooding in the area.

Environmental Criteria

9. Proximity to surface waters (% of lots within a 150M buffer).
10. Impaired tributary exceedance factor.

Community Considerations

11. Development prior to 1968.
12. Median home value.
13. Existence of centralized water system (partial or lacking).
14. Elimination of future proliferation of on-site septic systems.
15. Off-site economic development opportunities.

~~If a Septic Tank System Failure~~Priority Areas with the highest overall scores from the application of the Criteria Factors ~~has~~ been declared a sanitary nuisance by the Director of the Regulatory Compliance Department after consulting with the Director of the Duval County Health Department, that area automatically shall be given the highest priority for the provision of water and wastewater service and the use of available WWS Funds. Subdivisions or neighborhoods that achieve a higher score than others, but require funding in excess of available WWS Funds, may be replaced by the next highest scored subdivision or community on the Priority Areas List. The Director of Public Works has the authority to direct the phasing of subdivisions or neighborhoods within the listed Priority Areas without concern of the criterion score to allow for entire systems to be constructed due to

1 efficiencies and economic feasibility. If two or more areas are so
2 declared sanitary nuisances, then the developed criteria factors
3 shall be applied to determine the priority amongst them.

4 **Sec. 751.108. - Provision of sewage wastewater service to Septic**
5 **Tank System FailurePriority Areas.**

6 (a) When the Director of the Regulatory CompliancePublic
7 WorksDepartment, in consultation with the VP
8 Water/Wastewater-JEA and the Director of the Duval County
9 Health Department have ranked the Septic Tank System
10 Failure AreasPriority Areas in accordance with Section
11 751.107 and sufficient STSWWS Funds are available, the
12 DirectorVP Water/Wastewater-JEA shall contactnotify the
13 property owners in the Septic Tank System FailurePriority
14 Areas having the highest priority of the eligibility for
15 funding of wastewater infrastructure in their community.
16 When at least 6070 percent of the property owners in the
17 Septic Tank System Failure PriorityArea have agreed to
18 have service provided to their area and each of those
19 property owners has signed a letter of intent and access
20 agreement to make payment of the sewer tap charge, water
21 pollution control charge, water meter tap fee and capital
22 recovery fee, the Director of Public Works and the VP
23 Water/Wastewater-JEA shall prepare and implement a plan
24 for providing sewagewastewater lines to the Septic Tank
25 System Failure Priority Area or a phase of the Priority
26 Area in accordance with Chapter 122, Part 6. If the
27 highest Priority Area community does not achieve the 70
28 percent community participation within six months of
29 notice by the City, that Priority Area community will not
30 receive WWS Funds and will not be eligible for WWS
31 Funding as provided in the Chapter and will be required

1 to wait five years to qualify for WWS Funding again, even
2 if the community continues to achieve the highest
3 priority score.

4 ~~(b) If, however, a Septic Tank System Failure Area has been~~
5 ~~declared a sanitary nuisance by the Director of the~~
6 ~~Regulatory Compliance Department after consultation with~~
7 ~~the Director of the Duval County Health Department, the~~
8 ~~Director shall prepare and implement a plan for providing~~
9 ~~sewage lines without first having to contact the owners~~
10 ~~in the Septic Tank System Failure Area.~~

11 ~~(c) For a failure area where the threat is to drinking water~~
12 ~~supplies (wells), when notified by the Director of the~~
13 ~~Regulatory Compliance Department after consultation with~~
14 ~~the Director of the Duval County Health Department, the~~
15 ~~Director or designee shall prepare and implement a plan~~
16 ~~for providing water lines only to the failure area where~~
17 ~~installation of water lines would be more cost effective~~
18 ~~than installation of sewage lines to failure area.~~

19 **Sec. 751.109. - Variances.**

20 Variances to the procedure for the provision of service to a
21 ~~Septic Tank System Failure~~Priority ~~Septic Tank System Failure~~ Areas
22 established by this Chapter may be granted as provided in Section
23 360.111.

24 **Sec. 751.110. - Appeals.**

25 Appeals shall be heard as prescribed in Part 4, Chapter 360.

26 **Sec. 751.111. -- ~~Reimbursement of Water and Sewer Enterprise Fund.~~**

27 ~~When the STS Fund is created and sufficient funds are~~
28 ~~available, the first use of the monies available shall be for~~
29 ~~reimbursement of the Water and Sewer Enterprise Fund, managed and~~
30 ~~controlled by JEA for the costs of providing water and sewer~~
31 ~~service.~~

1 ~~Sec. 751.112. - Mandatory and deferred connections; notification.~~

2 Requirements for the connections to existing onsite wastewater
3 treatment and disposal systems to central wastewater systems shall
4 be mandatory as provided for in Section 381.00655, Florida
5 Statutes:

6 (a) Sewerage Wastewater system extensions where construction
7 of the wastewater system was completed before March 15,
8 2009October 1, 2016.

9 (1) The owner of a septic tank system shall connect, at
10 the owner's expense (excluding WWS Fund funded
11 projects), to a JEA publicly owned or investor-owned
12 sewerage wastewater system wherein construction of
13 the wastewater system was completed before August
14 October 1, 2016March 15, 2009, within 365 days after
15 written notification by the owner of the publicly
16 owned or investor-owned sewerage system JEA that the
17 system is aAvailable for connection. In the
18 alternative, said owner may defer such connection as
19 provided in subsection (a)(2) of this Section. The
20 publicly owned or investor-owned sewerage system JEA
21 must notify the owner of the septic tank of the
22 availability of the central sewerageewastewater
23 system. No less than one year prior to the date the
24 sewerage system will become available, the publicly
25 owned or investor-owned sewerage system shall notify
26 the affected owner of the septic tank of the
27 anticipated availability of the sewerage system and
28 shall also notify the ownerand that the owner is may
29 be required to connect to the sewerageewastewater
30 system within one year of the actual notice of
31 availability. For subdivisions or neighborhoods

1 that do not qualify for the use of the WWS funds,
2 The Owner of Record shall be required to pay all
3 connection costs to the available wastewater system.
4 ~~have the option of prepaying the amortized value of~~
5 ~~required connection charges in equal monthly~~
6 ~~installments over a period of time determined by~~
7 ~~JEA, based upon seweragewastewater system costs.~~
8 Nothing in this Section shall operate to impair
9 contracts or other binding obligations relating to
10 payment schedules in existence as of May 31 August 1
11 October, 1, 201600. The City shall pay connection
12 charges for connections within Priority Areas.

- 13 (2) ~~If the owner has a properly functioning septic tank~~
14 ~~system, as demonstrated through an existing system~~
15 ~~check by the Duval County Health Department, and~~
16 ~~wishes to defer connection to the available publicly~~
17 ~~owned or investor-owned sewerage system in~~
18 ~~subsection (a)(1) of this Section, such connection~~
19 ~~may be deferred until such time as the title to the~~
20 ~~owner's property is sold, conveyed or otherwise~~
21 ~~transferred. In consideration for such deferral, the~~
22 ~~owner shall execute an agreement with the City,~~
23 ~~under which the owner agrees to have a covenant~~
24 ~~placed upon the deed to owner's property that~~
25 ~~restricts the sale, conveyance or other transfer of~~
26 ~~title to the property until such time as connection~~
27 ~~to the available publicly owned or investor-owned~~
28 ~~sewerage system is made. Said agreement shall also~~
29 ~~provide that the deferral relates only to connection~~
30 ~~under this ordinance and that it in no way binds the~~
31 ~~State of Florida from enforcing mandatory~~

~~connections to available systems pursuant to Florida law, including Section 381.00655, F.S. Said contract shall be filed in the Official Records of Duval County as notice of such connection requirement. The Director of Public Works is hereby authorized to sign such agreements for the City; provided however that such agreement shall bear attestation from the Corporation Secretary, review and approval from the Director of Finance and form approval by the Office of General Counsel.~~ Monthly Readiness to Serve Charge. If a property is not connected to an available ~~sewerage~~wastewater system within the noticed period of time pursuant to subsection 751.111(b)(1), a monthly Readiness to Serve Charge shall commence the day following the expiration of the notice period and will be billed to the Owner(s) of Record of the Subject Property. Once the Owner of Record connects the Subject Property, the monthly Readiness to Serve Charge will expire and the Subject Property will begin being billed current JEA rates and charges for the service.

(3) If the ~~Owner(s)~~s of Record of a septic tank system that properly deferred connection prior to October 1, 2016, has failed and the Duval County Health Department will not issue a permit for repair, the owner ~~shall~~must connect to the JEA available publicly owned or investor-owned ~~sewerage~~wastewater system within 90 days after notification, by the Duval County Health Department, that the permit will not be issued.

(4) The City shall continue to honor any deferrals by

Owner(s) of Record that properly documented and recorded a connection deferral prior to October 1, 2016.

(b) ~~Sewerage~~Wastewater system extensions where system construction is completed on or after ~~March 15, 2009~~August~~October 1, 2016.~~

(1) Mandatory connections. Property having a septic tank system ("Subject Property") must be connected, at the owner's expense (excluding WWS Fund funded projects), to a ~~publicly owned or investor-owned sewerage~~ JEA's wastewater system wherein construction has been completed on or after ~~March 15~~ August~~October 1, 2016—009~~ ("central ~~sewerage wastewater~~ system") within 365 days after written notification by the ~~publicly owned or investor-owned sewerage system ("Sewerage System Owner")~~ JEA, as provided in subsection (i) below, that the central ~~sewerage~~wastewater system is available to the Subject Property for connection., ~~unless the owner of the Subject Property obtains a deferral pursuant to Section 751.112(b)(3).~~

(i) Notification prior to availability. No less than one year prior to the date the central ~~sewerage~~wastewater system will become ~~a~~Available to the Subject Property, the ~~Sewerage System Owner~~ JEA shall notify all owners of the Subject Property at the time of notice as reflected in the Duval County Clerk of Court official records ("Owner(s) of Record") of the anticipated availability of the central ~~sewerage~~wastewater system and

1 shall also inform the Owner(s) of Record that
2 the Subject Property must be connected to the
3 central ~~sewerage~~wastewater system within one
4 year of the actual availability ~~unless a~~
5 ~~deferral is obtained pursuant to Section~~
6 ~~751.112(b)(3).~~ For purposes of this
7 ~~section~~Chapter, the "Owner(s) of Record" shall
8 always be the Owner(s) of Record at the time
9 of a given notification.

10 (ii) *Notification upon availability; Recordation.*
11 ~~The Sewerage System Owner~~JEA shall notify the
12 Owner(s) of Record of the Subject Property, in
13 writing, at the time the central
14 ~~sewerage~~wastewater system becomes available to
15 the Subject Property for connection, that the
16 Subject Property must be connected to the
17 central ~~sewerage~~wastewater system ~~unless a~~
18 ~~deferral is obtained pursuant to Section~~
19 ~~751.112(b)(3),~~ and that there exists a legally
20 enforceable obligation to connect. A copy of
21 such notification to the Owner(s) of Record
22 shall be recorded by ~~the Sewerage System~~
23 ~~Owner~~JEA in the Duval County Clerk of the
24 Court official records and shall be
25 subsequently binding upon all future owners of
26 the Subject Property.

27 (2) *Payment of Connection Charges. For subdivisions or*
28 *neighborhoods that do not qualify for the use of the*
29 *WWS funds, ~~T~~the Owner(s) of Record, of the Subject*
30 *Property, or, in the event of transfer of title to*
31 *the property, their successors in interest, who are*

1 required to connect to the central
2 ~~sewerage~~wastewater system, shall have the option of
3 prepaying the amortized value of the required
4 utility connection charges in equal monthly
5 installments over a period of time determined by
6 JEA, based upon ~~sewerage~~wastewater system costs.
7 Nothing in this section shall operate to impair
8 contracts or other binding obligations relating to
9 payment schedules in existence as of ~~May 3 August~~
10 ~~October 1, 2016~~00. The City shall use WWS Funds to
11 pay connection charges for connections within
12 qualified and selected Priority Area projects.

13 (3) ~~Deferral of connections. The Owner(s) of Record, of~~
14 ~~the Subject Property, or, in the event of transfer~~
15 ~~of title to the property, their successors in~~
16 ~~interest, may defer the connection to the Sewerage~~
17 ~~System if the Subject Property has a properly~~
18 ~~functioning septic tank system as demonstrated~~
19 ~~through an existing system check by the Duval County~~
20 ~~Health Department. For each subject Property, the~~
21 ~~connection may be deferred only once, and only until~~
22 ~~such time as the title to the Subject Property is~~
23 ~~thereafter sold, conveyed or otherwise transferred.~~
24 ~~In consideration for such deferral, the Owner(s) of~~
25 ~~Record or their successors in interest shall execute~~
26 ~~an agreement with the City, under which they agree~~
27 ~~to have a deed restriction placed upon the title to~~
28 ~~the Subject Property that restricts the sale,~~
29 ~~conveyance or other transfer of title to the Subject~~
30 ~~Property until such time as connection to the~~
31 ~~available central sewerage system is made. Said~~

1 ~~agreement shall also provide that the deferral~~
2 ~~relates only to connection under this ordinance and~~
3 ~~that it in no way binds the State of Florida from~~
4 ~~enforcing mandatory connection obligations to~~
5 ~~available systems pursuant to Florida law, including~~
6 ~~Section 381.00655, F.S. Said contract, shall be~~
7 ~~filed in the Duval County Clerk of Court official~~
8 ~~records as notice of such connection requirement.~~
9 ~~The Director of Public Works is hereby authorized to~~
10 ~~execute such agreements for the City; provided~~
11 ~~however that such agreement shall bear attestation~~
12 ~~from the Corporation Secretary, review and approval~~
13 ~~from the Director of Finance and form approval by~~
14 ~~the Office of General Counsel. Monthly Readiness to~~
15 ~~Serve Charge. If a property is not connected to an~~
16 ~~Available wastewater system within the noticed~~
17 ~~period of time pursuant to subsection 751.111(b)(1),~~
18 ~~a monthly Readiness to Serve charge shall commence~~
19 ~~the day following the expiration of the notice~~
20 ~~period and will be billed to the Owner(s) of Record~~
21 ~~of the Subject Property. Once the Owner of Record~~
22 ~~connects the Subject Property, the monthly Readiness~~
23 ~~to Serve Charge will expire and the Subject Property~~
24 ~~will begin being billed current JEA rates and~~
25 ~~charges for the service.~~

26 ~~(4) Septic Tank Failure. If a Subject Property's septic~~
27 ~~tank system has failed and the Duval County Health~~
28 ~~Department will not issue a permit for repair, the~~
29 ~~Owner(s) of Record of the Subject Property or~~
30 ~~successor in interest shall connect to the available~~
31 ~~central sewerage system within 90 days after~~

notification, by the Duval County Health Department,
that the permit will not be issued.

~~Sec. 751.113. - Penalty.~~

~~Any person who violates any provision of this Chapter or shall
be assessed a civil penalty not to exceed \$500 per violation. Each
day a violation continues shall constitute a separate violation.~~

Sec. 751.1142. - Enforcement.

This Chapter shall be enforced by the Environmental and
Compliance Department and Environmental Protection Board pursuant
to the provisions of Chapter 360, Part 4 and rules promulgated
pursuant thereto.

Sec. 751.1153. - Assessment and recovery of civil penalties.

Civil penalties provided for in Section 751.113 may be
assessed by the administrative process in Chapter 360, Part 4 and
rules promulgated pursuant thereto or, in the alternative, by
judicial process in a civil action filed in the name of the City in
a court of competent jurisdiction. A civil penalty assessed and
owed under this Chapter shall be paid to the Tax Collector for
deposit in the ~~Septic Tank Superfund~~ WWS Fund established by Section
751.103. An administratively assessed civil penalty under this
Section and Chapter 360, Part 4, may be recovered in a civil action
in the name of the City. The City shall be entitled to reasonable
attorneys fees and costs, including appellate fees and costs in
actions where the City is successful in recovering civil penalties.

Sec. 751.1164. - Other relief.

In addition to any penalties assessed and collected under this
Chapter, the City, through the Office of General Counsel, may seek
injunctive or other appropriate relief in a court of competent
jurisdiction to enforce this Chapter or administrative orders
issued pursuant to this Chapter and Chapter 360, Part 4 which may
include, but not be limited to, the City's ability to lien the

1 Subject Properties that do not pay the Readiness to Serve Charge as
2 provided for in this Chapter.

3 **Sec. 751.1175. - Interpretation.**

4 Whenever the titles "Director of Public Works~~Regulatory~~
5 ~~Compliance~~," "Director of Duval County Health Department," or "
6 ~~Director~~VP Water/Wastewater-JEA" as the person directing the water
7 and ~~sewer~~wastewater distribution systems for JEA, ~~or "Director of~~
8 ~~Public Works"~~ are used in this chapter, those titles include the
9 deputies, division chiefs, agents, representatives or designees of
10 each respective director.

11 **Section 9. Departmental Oversight.** The Department of
12 Public Works shall oversee the Wastewater System Improvement
13 Program.

14 **Section 10. Effective.** This ordinance shall become
15 effective upon signature by the Mayor or upon becoming effective
16 without the Mayor's signature.

17
18 Form Approved:

19
20 /s/ Paige Hobbs Johnston

21 Office of General Counsel

22 Legislation prepared by: Jody L. Brooks

23 G:\SHARED\LEGIS.CC\2016\Ord\2016-490-E.doc

Septic Tank Phase-Out Prioritization

Environmental, Health & Welfare (Max. 70 points)										Community Considerations (Max. 30 points)										Overall	
Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score				
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI			
Baltimore C	48.00	173	135	4	0.12	0.00		53.90	10	5	5	x	x	x	2.7	2.0	24.7	77.70			
Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45			
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.8	2.0	21.8	75.76			
Riverview	54.78	1812	612	2	0.56	1.40		58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68			
Ernerson	48.66	751	437	3	0.4	4.65		56.31	10	4	0	x	x	x	1.1	2.0	17.1	73.41			
St. Nicholas	48.69	623	343	3	0.31	4.35		55.54	10	4	0	x	x	x	0.3	3.0	17.3	73.24			
Westfield	55.00	181	13	1	0.01	4.90		60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60			
Eggleston Heights	47.01	1416	1446	3	1.31	4.35		54.36	10	4	0	x	x	x	0.1	2.7	16.8	71.16			
Sans Perell	47.98	211	181	5	0.16	2.15		55.13	0	4	5	x	x	x	5.0	0.0	14.0	69.13			
Champion Forest	46.64	610	262	3	0.24	0.50		50.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84			
Sub-Totals:		8761			3.42												18.7				
										Sub-Totals:										\$280,317,000	
										Sub-Totals:										\$12,360,800	

Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score			
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI		
Baltimore C	48.00	173	135	4	0.12	0.00		53.90	10	5	5	x	x	x	2.7	2.0	24.7	77.70		
Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45		
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.8	2.0	21.8	75.76		
Riverview	54.78	1812	612	2	0.56	1.40		58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68		
Ernerson	48.66	751	437	3	0.4	4.65		56.31	10	4	0	x	x	x	1.1	2.0	17.1	73.41		
St. Nicholas	48.69	623	343	3	0.31	4.35		55.54	10	4	0	x	x	x	0.3	3.0	17.3	73.24		
Westfield	55.00	181	13	1	0.01	4.90		60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60		
Eggleston Heights	47.01	1416	1446	3	1.31	4.35		54.36	10	4	0	x	x	x	0.1	2.7	16.8	71.16		
Sans Perell	47.98	211	181	5	0.16	2.15		55.13	0	4	5	x	x	x	5.0	0.0	14.0	69.13		
Champion Forest	46.64	610	262	3	0.24	0.50		50.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84		
Sub-Totals:		8761			3.42												18.7			
										Sub-Totals:										\$280,317,000
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Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score			
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI		
Baltimore C	48.00	173	135	4	0.12	0.00		53.90	10	5	5	x	x	x	2.7	2.0	24.7	77.70		
Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45		
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.8	2.0	21.8	75.76		
Riverview	54.78	1812	612	2	0.56	1.40		58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68		
Ernerson	48.66	751	437	3	0.4	4.65		56.31	10	4	0	x	x	x	1.1	2.0	17.1	73.41		
St. Nicholas	48.69	623	343	3	0.31	4.35		55.54	10	4	0	x	x	x	0.3	3.0	17.3	73.24		
Westfield	55.00	181	13	1	0.01	4.90		60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60		
Eggleston Heights	47.01	1416	1446	3	1.31	4.35		54.36	10	4	0	x	x	x	0.1	2.7	16.8	71.16		
Sans Perell	47.98	211	181	5	0.16	2.15		55.13	0	4	5	x	x	x	5.0	0.0	14.0	69.13		
Champion Forest	46.64	610	262	3	0.24	0.50		50.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84		
Sub-Totals:		8761			3.42												18.7			
										Sub-Totals:										\$280,317,000
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Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score			
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI		
Baltimore C	48.00	173	135	4	0.12	0.00		53.90	10	5	5	x	x	x	2.7	2.0	24.7	77.70		
Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45		
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.8	2.0	21.8	75.76		
Riverview	54.78	1812	612	2	0.56	1.40		58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68		
Ernerson	48.66	751	437	3	0.4	4.65		56.31	10	4	0	x	x	x	1.1	2.0	17.1	73.41		
St. Nicholas	48.69	623	343	3	0.31	4.35		55.54	10	4	0	x	x	x	0.3	3.0	17.3	73.24		
Westfield	55.00	181	13	1	0.01	4.90		60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60		
Eggleston Heights	47.01	1416	1446	3	1.31	4.35		54.36	10	4	0	x	x	x	0.1	2.7	16.8	71.16		
Sans Perell	47.98	211	181	5	0.16	2.15		55.13	0	4	5	x	x	x	5.0	0.0	14.0	69.13		
Champion Forest	46.64	610	262	3	0.24	0.50		50.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84		
Sub-Totals:		8761			3.42												18.7			
										Sub-Totals:										\$280,317,000
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Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score			
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI		
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Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45		
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.8	2.0	21.8	75.76		
Riverview	54.78	1812	612	2	0.56	1.40		58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68		
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St. Nicholas	48.69	623	343	3	0.31	4.35		55.54	10	4	0	x	x	x	0.3	3.0	17.3	73.24		
Westfield	55.00	181	13	1	0.01	4.90		60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60		
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Sans Perell	47.98	211	181	5	0.16	2.15		55.13	0	4	5	x	x	x	5.0	0.0	14.0	69.13		
Champion Forest	46.64	610	262	3	0.24	0.50		50.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84		
Sub-Totals:		8761			3.42												18.7			
										Sub-Totals:										\$280,317,000
										Sub-Totals:										\$12,360,800

Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score			
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI		
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Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45		
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.8	2.0	21.8	75.76		
Riverview	54.78	1812	612	2	0.56	1.40		58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68		
Ernerson	48.66	751	437	3	0.4	4.65		56.31	10	4	0	x	x	x	1.1	2.0	17.1	73.41		
St. Nicholas	48.69	623	343	3	0.31	4.35		55.54	10	4	0	x	x	x	0.3	3.0	17.3	73.24		
Westfield	55.00	181	13	1	0.01	4.90		60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60		
Eggleston Heights	47.01	1416	1446	3	1.31	4.35		54.36	10	4	0	x	x	x	0.1	2.7	16.8	71.16		
Sans Perell	47.98	211	181	5	0.16	2.15		55.13	0	4	5	x	x	x	5.0	0.0	14.0	69.13		
Champion Forest	46.64	610	262	3	0.24	0.50		50.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84		
Sub-Totals:		8761			3.42												18.7			
										Sub-Totals:										\$280,317,000
										Sub-Totals:										\$12,360,800

Area Designation	DCID Score (40 pts) ^a	No. of Units Within Area	No. of Units Within 150M Buffer ^b (BAAQD)	Factor For Loss Within The 150 M Buffer	Potential Annual Water Quality Benefit ^c (Metric Tons)		Improved Tributary Experience Factor ^d	Environ. Health & Welfare Score	Development Prior to 1968 10 pts	Median Home Value 5 pts	Other Infrastructure			Elimination of Future Proliferation 5 pts	Offsite Economic Development Opportunities 5 pts	Community Considerations Score	Total Score	
					Water Quality	Benefit ^e					Water	Drain.	Curb					FYI
Baltimore C	48.00	173	135	4	0.12	0.00		53.90	10	5	5	x	x	x	2.7	2.0	24.7	77.70
Beverly Hills	60.00	695	279	2	0.25	1.35		63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45
Christobel	49.76	289	62	2	0.06	2.20		53.96	10	5	1	x	x	x	3.			

Area Designation	LA Number of people Targeted Persons	18 Age of Persons	DCHD Determining Criteria								DKHD 2016 Score
			2 Average lot size	3 Soil Physical	4 Sanitary/Hygiene Waters Table	5 Threat to Potable Water	6 Sanitary Conditions	7 Proximity to Surface water	8 Proximity for Flooding		
Beverly Hills	10		4	9.58	9.68	2	5	10	10	60.16	
Calif. High Desert	10		2	2.66	2.98	6	10	10	10	58.03	
Westfield	6		6	10	10	0	3	10	10	55.00	
Chico	10		2	7.16	7.62	6	2	10	10	54.78	
Chico Bend	2		6	8.82	8.94	6	6	7	5	49.76	
Calif. High Desert	10		0	7.21	8.13	4	5	10	5	49.52	
Bluffton C	2		0	10	10	10	10	8	4	49.00	
St. Nicolas	10		0	7.74	8.95	4	8	10	0	48.69	
Emerson	10		6	6.13	7.53	4	8	7	0	46.66	
Ararat	0		0	8.2	8.92	6	5	10	10	48.12	

Environmental, Health & Welfare Notes

- Potential to qualify for water quality benefit credits including ICA payment of plant capacity fee (\$5200 / per connection) not to exceed \$550,000 per year.
- Per Septic Tank Phase Out Water Quality Prioritization (by consultant) dated May 11, 2016.
- Refers to fecal coliform impairment only, and is the score provided by the Environmental Quality Division divided by 2.

Factor For Lots Within The 150 M Buffer

% Within Buffer	Factor
0	0
1 to 20	1
21 to 40	2
41 to 60	3
61 to 80	4
81 to 100	5

Community Considerations Notes	
<p>Home Value** Scoring:</p> <p>5 pts < \$50,000 4 pts \$50,000 to \$100,000 3 pts \$100,000 to \$150,000 2 pts \$150,000 to \$200,000 1 pt \$200,000 to \$250,000 0 pts > \$250,000</p> <p>** Value source: David Co. Property Appraiser</p>	<p>Water Scoring:</p> <p>5+ Existing water system in Area 4+ Existing water system in 50% of Area 3+ Existing water system in 25% of Area 2+ Existing water system in 60% of Area 1+ Existing water system in 80% of Area 0+ Existing water system in 100% of Area</p>
<p>Other Infrastructure:</p> <p>1+ denotes infrastructure in place 0+ denotes infrastructure is partially in place</p>	<p>Elimination of Proliferation Score: The numerical percentage of undeveloped lots divided by ten. For example: 5.0 = 50% or greater undeveloped 1.0 = 10% undeveloped 0.1 = 1% undeveloped 0 = 0% undeveloped</p>

Standard Costs per Dwelling (incl. Connection)			
Type	Unit Cost	Units	Subtotal
Gravity Systems			
Roach Main (C/M) w/ Manholes	\$ 175	75/H	\$ 13,125
Real Estate	\$ 90,000	125/H	\$ 300
Lift Station	\$ 300,000	17,000/H	\$ 1,000
Force Main	\$ 75	2000/H/300 lots	\$ 1,900
Septic Tank Removal	\$ 1,000	1	\$ 1,000
Reversal	\$ 6,000	1	\$ 6,000
Lateral	\$ 430	1	\$ 430
Capacity Fee & Main Extension Fee	\$ 2,270	1	\$ 2,270
Proj. Mgmt, Eng. CEI	\$ 4,475	1	\$ 4,475
Baseline Total			\$ 30,000
Potential Additional Cost:			
Deepen C/M w/ highline (est 10% of pipe lift) for large lots	\$ 500	7.5/H	\$ 3,750
Additional indirect cost (for 150 units)	\$ 150,000	17,500 lots	\$ 1,000
Proj. Mgmt, Eng. CEI (4% of price)	\$ 1,750	1	\$ 1,750
Additional total			\$ 6,000
Adverse condition total			\$ 36,000
Low Pressure²			
LP PS	\$ 6,700	1	\$ 6,700
On-Site 2" FM	\$ 35	100/H	\$ 2,500
System FM	\$ 35	65/H	\$ 2,275
Septic Tank Removal	\$ 1,900	1	\$ 1,900
Reversal	\$ 4,000	1	\$ 4,000
Capacity Fee & Main Extension Fee	\$ 2,270	1	\$ 2,270
Proj. Mgmt, Eng. CEI	\$ 3,355	1	\$ 3,355
Total			\$ 33,000

² Requires additional owner maintenance costs.

Cost Consideration Notes

- Water cost est per gal = $(\$70/\text{ft} \times 76\text{ft}) \times 120\% + \2.00 connection and capacity fee = \$6000
\$8000 \times no. of units = % w/o existing water = Area Water Cost

Septic Tank Phase-Out Prioritization

Environmental, Health & Welfare (Max. 70 Points)										Community Considerations (Max. 30 points)										Sewer Cost		Water Cost																																																																																																																																																																																																																																																																																																				
Area Designation	DCDD 2015 Score	No. of Units Within 150M Buffer (800ft)	No. of Units Within 150M Buffer (1000ft)	Proximity to Water (Feet)	Proximity to Sewer (Feet)	Proximity to Highway (Feet)	Proximity to Airport (Feet)	Proximity to Industrial (Feet)	Proximity to School (Feet)	Proximity to Church (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to Other (Feet)	Proximity to 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1. Location within, and other areas not yet identified as likely to be affected by the above spreadsheet when assigned a DCH score.
2. Location within, and other areas not yet identified as likely to be affected by the above spreadsheet when assigned a DCH score.
3. Other Community Dev. Department Score: Whole points are awarded for the potential to connect significant water/sewerage development (DCH) parcels along the utility route of new wastewater mains providing service. Whole points are awarded for the potential to connect existing DCH parcels along the utility route. Whole points are awarded for the potential to connect existing DCH parcels along the utility route.
4. Sewer cost per house of \$13,000 is an average of baseline cost (\$15,000) and average cost (\$14,000).

Overall County Health Department Septic Tank Failure Areas

Total Septic Tanks in Project Area: 31,195

Septic tanks with Existing Infrastructure - 870

- With Water Quality Benefit: 401
- With No Water Quality Benefit: 469

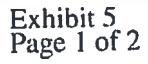
Septic tanks with No Existing Infrastructure - 18,955

- With Water Quality Benefit: 11,331
- With No Water Quality Benefit: 9,532

Non-Residential Septic Tank Locations - 1,186

Not Shown on map

JEA Sewer



LOCATION MAP - TOP TIER CITY OF JACKSONVILLE SEPTIC TANK PHASE OUT PRIORITIZATION AREAS

Duval County Health Department Septic Tank Failure Areas

Top Tier Area

Septic tanks in Project Areas: 9,393

Septic tanks with existing infrastructure: 477

- With Water Quality Benefit: 157
- With No Water Quality Benefit: 260

Septic tanks with no existing infrastructure: 4,159

- With Water Quality Benefit: 3,335
- With No Water Quality Benefit: 4,159

Non-Residential Septic Tank Locations: 416*

*Not shown on map

With existing infrastructure: 214

With no existing infrastructure: 602

JEA Sewer

0 1 2
MILES

- Notes:**
1. Data date 3/31/16
 2. Septic tank locations based on review of JEA customer data (Fall 2014) - no field verification
 3. Non-residential septic tanks are not mapped
 4. Does not include Jacksonville Beach, Atlantic Beach, Neptune Beach & Baldwin
 5. Does not include private utility providers

**TOP TIER
Grouping from COJ
Prioritization Matrix
July 2016**

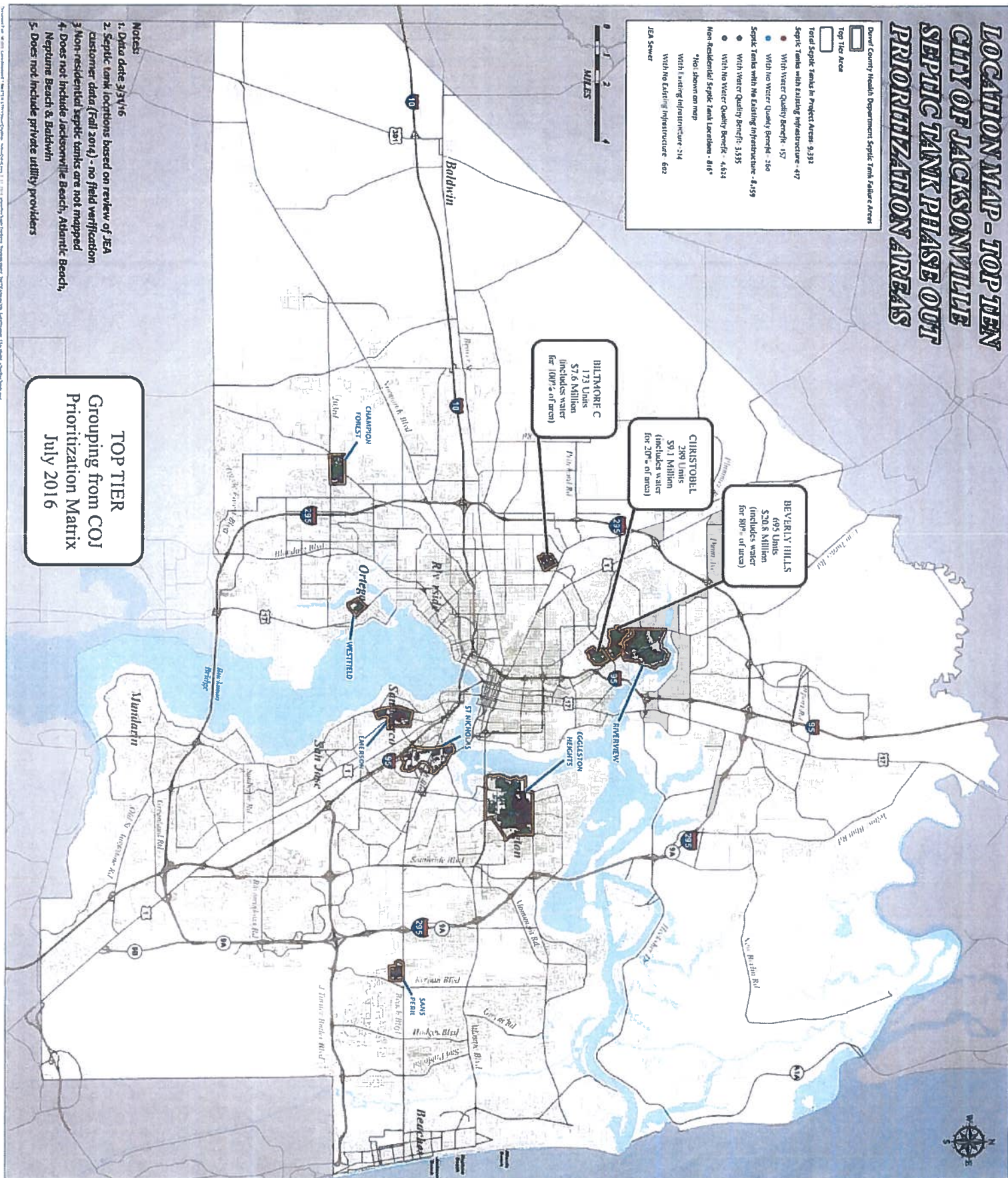


EXHIBIT 3

WATER AND WASTEWATER INFRASTRUCTURE REVIEW 2016

CONTENTS

Section

A	Report
B	Priority project spreadsheet
C	Priority project maps
D	COJ/JEA Interagency Agreement (March 2016)
E	2030 Comprehensive Plan - Septic Tank Construction Policies
F	Map of Single Family Septic Tanks Installed from 2010-2015
G	Review of other municipal septic tank programs (Excerpts from November 9, 2015 Report on Water and Sewer Expansion)
H	General Process for Property Owner Commitments
I	Sample Access Agreement (Temporary Construction Easement)

DRAFT 7-15-16
Section A – Report
Water and Wastewater Infrastructure Review 2016

Purpose:

The purpose of this review is to: 1) develop recommendations for prioritization of new water and wastewater infrastructure, 2) address proliferation of septic tanks, and 3) consider mandatory connection methods where central water and wastewater lines are available. The goals of the program as summarized during the work by the City Council Special Committee on the JEA Agreement are to improve the environment, improve quality of life, ensure public health, and promote economic growth by making public water and wastewater service available throughout developed portions of the City.

Background:

The City Council Special Committee on the JEA Agreement (Council Special Committee) completed its work on February 9, 2016 and the City Council approved related ordinance 2015-764-E on March 8, 2016. An Interagency Agreement (IA) between the City and JEA was approved by the full Council and signed by the Mayor on March 22, 2016. The IA included, among other provisions, an additional contribution from JEA to the City of \$15 million, to be utilized by the City toward water and wastewater infrastructure expansion needs and matched over 5 years with an additional \$15 million from the City. The IA (Section D) also included a commitment for a working committee to propose policies, procedures, laws and recommendations on water and wastewater infrastructure to the City Council related to deployment of this funding and prioritization of future funding for water and wastewater infrastructure expansion. Themes in the Council Special Committee included future funding, implementation, methods to encourage connection to central systems provided by the City, and reduction in proliferation of septic tanks. In addition, through the IA, JEA agreed to continue additional funding to be used to support environmental credit projects including project outreach, engineering, construction management and certain related wastewater capacity fees, up to the amounts specified in the IA.

Approach:

The working group of City and JEA staff, supported by the Duval County Health Department (DCHD), formed a committee to develop recommendations. This committee was further divided into a System Review subcommittee and a Service Availability subcommittee, whose

work was aggregated into the recommendations set forth in these materials. With various members participating in both groups, there was ample coordination between the two subcommittees as the recommendations were being developed.

System Review Subcommittee

- Review for septic tank phase out and central water infrastructure
- Criteria and approach to ranking
- Development of prioritization scoring matrix

Service Availability Subcommittee

- Mandatory connection review
 - Proliferation of septic tanks
 - Review of recommended ordinance changes to achieve goals set forth by the Council
- Special Committee

Findings:

Rate of connection to available infrastructure:

Part of the charge from the Council Special Committee was a goal to improve connection rates to maximize the number of connections for environmental benefit and justify the City's significant capital investment.

For earlier City funded septic tank phase out projects, property owners generally funded the costs of private side connections. Some grant monies were available through the City's Utility Tap In Program (UTIP) funded by Community Development Block Grant (CDBG) dollars for income-based qualified residents. During the Better Jacksonville Plan (BJP) project, the earlier neighborhoods had higher initial connection rates. In the later projects, connection rates slowed, thought to be attributable to general economic conditions, associated credit tightening and costs of connection.

The following shows a chart of the BJP project connection rates as of 2014:

Better Jacksonville Plan (BJP)	Potential Connections	Actual Connections	% Connected	Project Construction Completed
Pernecia	211	200	95%	2002
Glynlea	495	474	96%	2003-05
Murray Hill B	1130	1056	93%	2004-06
Oakwood	1726	972	56%	2007-09
Scott Mill	367	292	80%	2008
Lake Forest	887	567	64%	2005-09

For the Lincoln Villas project, funded entirely by state and federal grant monies, a high majority of improved properties connected to the system. Water and wastewater infrastructure was installed in two phases and the project funds paid for connection costs for property owners that agreed to give access. For Phase 1, there were 108 total lots of which 45 lots were improved with a home. For Phase 2, there were 120 total lots of which 48 were improved with a home. There were a series of letters, community meetings and door-to-door contact to gain approval from homeowners for the connections on this project.

Lincoln Villas	Potential Connections (Improved Lots)	Actual Connections	% Connected	Project Construction Completed
Lincoln Villas Phase 1	45	42	93%	2012
Lincoln Villas Phase 2	48	47	97%	2014

For the City's Lateral Only Connection (LOC) Project, properties were identified that had existing wastewater infrastructure available but had not yet connected to central systems, and connection would result in Basin Management Action Plan (BMAP) credits for the City to help meet its nitrogen reduction goals. As of May 2016, 352 unique addresses received up to two mailings, followed up by phone calls and property visits. Seventy-six additional follow up letters were sent. Agreements for connection have been received from 156 property owners for a current success rate of 44.32%. Thirty four additional signed agreements were received by owner initiated contacts that were not included in the original mailing to owners and are not included in the success rate. This LOC program paid for connections to existing wastewater systems at no cost to the residential property owner. This program will sunset at the end of July 2016.

Only 44% of those offered the program took advantage which tells us that even when the City pays for the connection, there are not always good participation rates. We do not recommend making significant capital investments for expanded infrastructure without some form of mandatory connection and commitment to participate from property owners.

Proliferation of septic tanks

Current land use laws allow for septic tanks to be used on existing lots of record as long as the required minimum distances are established between any adjacent wells and septic tanks. Additionally, septic tanks are approved for lots one acre in size or greater. A summary of the current 2030 Comprehensive Plan Septic Tank Construction Policies is included in Addenda Section C.

Data was collected from 2010 through 2015 of new single family building permits issued. The building permits include the type of wastewater system to be used. Of those permits issued, approximately 6% of the total permits indicated use of septic systems.

SINGLE FAMILY PERMITS WITH SEPTIC TANKS (2010-2015)

CALENDER YEAR	# of Single Family Building Permits Issued	# of Septic Tank Per BID	"Calculated" % of New Single Family Homes w/Septic Tanks
2010	1190	85	7%
2011	855	84	10%
2012	1205	67	6%
2013	1827	93	5%
2014	2047	99	5%
2015	2271	132	6%
Average	1566	93	6%

Note: 532 Single Family Building permits had been issued for 2016 during 1st quarter 2016 utilizing 21 septic tanks per BID.

The addresses of the permit data with septic tanks were also plotted graphically. Many of the septic tanks were located in more rural areas – outside the I-295/9A beltway. Several of the new septic tanks were also located within the footprints of septic tank failure neighborhoods that are reviewed by the Health Department and the City annually. That is not surprising since these are the neighborhoods that do not have central infrastructure. A map showing new septic tanks derived from the permit data reported above is included in Addenda Section D.

To implement a ban on any new septic tanks would result in many land owners being penalized and not being able to use their currently existing developable lots of record. Once central wastewater services are in place, there are very limited exceptions where septic tanks can continue to be installed. For these reasons, the working group does not believe proliferation to be a major problem and not one to address at the present time. There will be discussion in the prioritization recommendations to consider benefits from avoiding future proliferation once central services are made available to infill development lots.

To insure proper regulation of new septic tanks, an Administration directive has been issued that requires any development pre-application or other application or development permitting to include either a Water and Sewer Availability Letter from JEA or, if central wastewater is not available, a "Certificate of Eligibility" or septic tank permit from the DCHD.

Decision Factors/Recommendations:

Based on the goals outlined by the Council Special Committee, the working group is making four recommendations to address connections to existing systems in order to improve program effectiveness.

1) Remove the connection deferral option

Florida law generally requires connections to central wastewater systems within one year of availability in F.S. 381.00655. The Jacksonville City Council, through legislation for Chapter 751 (2000-119-E), provided an option for deferral of wastewater connections. The deferral option was until an owner sold, conveyed or otherwise transferred a property with an approved deferral or if the owner's septic system failed and the Duval County Health Department required connection by denying a repair permit. In practice, in order to qualify for a deferral, owners had to make application to the Duval County Health Department along with findings from a licensed plumber or septic tank contractor demonstrating a properly functioning septic tank.

In order to maximize the number of connections to wastewater systems and reduce the number of septic tanks in our area, for new systems funded by the City or in voluntary customer driven projects, this committee recommends removing the deferral option that is currently provided in Chapter 751 for customers that elect not to connect, and instead recommends utilizing the state law requirement to govern connections for our community.

Several community models and methods were considered by the committee to address mandatory connection requirements. Much of the community information was reported during the Special Committee process. Excerpt summaries are included in Addenda Section E. Mandatory connections result in a number of associated issues such as enforcement, affordability (ability to pay for connections), fines or penalties, and process-related issues such as accessibility to private property and legal actions, including courts involvement. While not altogether avoidable, the issues may be lessened by the next decision factors presented below. Payment for connections for City initiated and funded projects would lessen the impact to property owners' requirement to connect. Financing connection costs via special assessment on voluntary customer projects may also lessen connection cost hurdles.

2) Pay for priority project connections

For neighborhoods and projects identified as highest priority through the scoring matrix developed by the committee, the committee recommends that the City fund the full cost of projects, including costs to connect properties to the systems and associated fees, for up to one year from the date on which notices are sent to homeowners regarding system availability. Homeowners who elect not to connect within the specified timeframe would receive enforcement notices from the City and begin paying the service availability charge recommended below. It is recommended that a cap be established for connection costs paid by the City to be established with the program requirements developed by the City Council. For connection costs that exceed the established caps, owners would be asked to pay for the difference. It is expected this would occur only rarely for properties that had extensive connection or post construction restoration requirements.

For neighborhoods electing a voluntary customer paid wastewater project, the City may consider contributing a portion of the project cost to encourage customer funded projects but it is not recommended that the City fund voluntary project connection costs. Voluntary projects and associated connection costs could be financed through a special assessment option initially funded by JEA. This option will require the City Council to adopt an additional special assessment option for water and wastewater projects.

3) Service availability fees

The committee recommends assessment of service availability or "readiness to serve" charge for properties that do not connect to available central wastewater systems. Charges would be billed initially by JEA on a separate billing statement. Proceeds from the charges could be used to seed additional future water and wastewater projects. The charge would be equivalent to JEA's base monthly charges for wastewater service (\$21.15 for ¾" meter), and would be assessed where infrastructure is available but a connection is not made. The separate billing would allow the funds to be passed through to the City, rather than be considered as a JEA service fee and therefore designated as JEA system revenue, which is restricted for other uses. Applicability would be to all properties that have appropriate central service available for connection.

It is recommended that charges could be implemented in a time phased manner. For new projects, the service availability charge would commence after the allowable 12 months connection period. For existing infrastructure neighborhoods (i.e., BJP projects, LOC program customers that have not connected when offered, or any other area where systems are available), billing could begin one year beyond a notice to customers of the requirement to connect and notice of the charge.

Failure to pay the readiness to serve charge could result in liens or final judgments on properties. Separate billing would also avoid utility services from being disconnected and the associated issues with JEA's billing system prioritization of regular utility service payments.

4) Modification of Selection Criteria

The working group recommends modification of the current selection criteria to reflect the criteria factors discussed in the following section.

Project Prioritization and Selection review:

The working group utilized data compiled for the stormwater utility regarding neighborhoods that were on the 2016 Septic Tank Failure Area Ranking list. Chapter 751 specified the criteria to be used to rank septic tank failure areas within the City. The criteria include:

- 1) Number of septic tank system repair permits issued in the area
- 2) Average lot size in the area

- 3) Soil potential in the area
- 4) Seasonal highwater table in the area
- 5) Threat to potable water in the area
- 6) Sanitary conditions in the area
- 7) Proximity of the area to any surface water body
- 8) Potential for flooding the area

The above eight criteria are those used to develop the failure neighborhood list as currently published by the Duval County Health Department in consultation with the City's Environmental Quality Division.

Additional criteria and factors were considered during the current working group review and a modified approach is recommended.

Septic Tank Phase-out Prioritization Spreadsheet

Overall:

In order to develop a recommended prioritized list of septic tank failure and needs areas within Duval County, excepting municipal districts 1 through 4, a criteria matrix spreadsheet was developed. From an overall standpoint, the spreadsheet incorporates data in two distinct sections. The first contains environmental, health and welfare parameters. Within this section a maximum of 70 points can be earned. The second section contains community consideration parameters, wherein a maximum of 30 points can be earned. Cost of a project does not factor into the prioritization. The priority project spreadsheet is included in Section B.

Environmental, Health & Welfare:

Areas to be considered for inclusion on the spreadsheet were taken from the 2016 Septic Tank Failure Area Ranking produced by the Florida Department of Health in Duval County (DCHD) and presented to the City of Jacksonville Neighborhoods Department via memorandum dated June 30, 2016. The updated DCHD list was provided in accordance with the guidelines described in Jacksonville Ordinance 751.106 and 751.107. The DCHD list identified thirty-seven (37) areas, which received scores ranging from 30.87 to 60.26, with the higher scores denoting areas of greater concern. The DCHD scores were determined by the eight criteria described above. The DCHD scores were imported directly into the spreadsheet and became the first column of data.

Within the Environmental, Health & Welfare section, other data that was scored included Impaired Tributary Exceedance Factor and the percent of lots within the 150 meter buffer area. The Impaired Tributary Exceedance Factor is a measure of the percentage of samples exceeding

State standards over a seven and one-half year period, and was supplied by the City of Jacksonville Environmental Quality Division. The percent of lots within the 150 meter buffer was felt to be important because these lots have the highest probability, if failing, to negatively impact receiving water bodies. The total Environmental, Health & Welfare score is the sum of the DCHD score, plus the Impaired Tributary Exceedance Factor, plus the percentage of lots within the 150 meter buffer factor.

Community Considerations:

This second section of the spreadsheet was created to consider quality-of-life (non-environmental) factors. The first column reflects whether the area was developed prior to 1968 (the year in which the City of Jacksonville was consolidated). Ten points were awarded only for areas developed prior to 1968. Date of development was taken from plats, or age of infrastructure information.

The second column addresses home value. Areas with median home values less than \$50,000 received five points, while those with median home values over \$250,000 received zero points. It is the intent to recognize home value with a progressive 5 to 0 point structure over the \$50,000 to \$250,000 value range, giving the highest points to the most economically challenged areas. The values used were taken from the Property Appraiser's data base of fair market value before any homestead or exemption deductions and before Save Our Homes accumulations were deducted.

The third column considers the presence or absence of an existing water distribution system in the area. Again, a sliding scale is used, awarding 5 points for areas with no existing water distribution system, 4 points for areas with only 20% water distribution coverage, 3 points for areas with 40% water distribution coverage, down to zero points for areas with 100% existing water distribution coverage. The assessment of existing central water distribution was taken from JEA's databases. Maximum points were awarded to areas with no existing water distribution because of greater potential to affect quality of life.

The fourth scored Community Considerations element is Elimination of Future Proliferation. This column is a factor that considers the percent of undeveloped lots within the area of concern. Undeveloped lots in areas not served by a central waste water collection system will require the construction of new septic tanks; hence future proliferation of septic tanks. Once a new central system is installed, new homes in existing neighborhoods can connect to a central system instead of constructing additional new septic tanks. Again, this column uses a sliding scale of 0 to 5 points. The percentage of undeveloped lots was estimated comparing Property Appraiser information of single family homes and vacant parcels.

The last scored Community Considerations element is 'Offsite Economic Development Opportunities'. This 0 to 5 point column is included to recognize potential secondary economic development benefits that may result from the offsite infrastructure construction necessary to connect an area of concern to JEA's system. For example, the nearest point of connection to JEA's waste water system may be 2000 feet outside an area of concern. There may be vacant land, or under-developed land along that 2000 foot route. These parcels may have direct frontage or indirect proximity to the new offsite gravity or force main, and therefore would have a possible point of connection to JEA's wastewater system, thereby increasing the likelihood of additional development with access to central systems.

The total Community Concerns score is the sum of the Development Prior to 1968 score, the Median Home Value score, the Water score, the Elimination of Future Proliferation score, and the Offsite Economic Development Opportunity score.

Overall Score:

The Overall Score is simply the sum of the Environmental, Health & Welfare Score and the Community Considerations Score. The spreadsheet has been formatted with the highest scoring area of concern at the top. A group of high-scoring areas of concern has been identified as "Top Tier". These are regarded as the highest areas of concern for septic tank phase-out.

The overall score would include revised criteria as described above.

Environmental, Health & Welfare (maximum 70 points)	
DCHD Annual Score	Maximum 60 points
Factor for Lots within 150 Meter Buffer	Maximum 5 points
Impaired Tributary Exceedance Factor	Maximum 5 points
Community Considerations (maximum 30 points)	
Development prior to 1968	Maximum 10 points
Median home value	Maximum 5 points
Water infrastructure lacking	Maximum 5 points
Elimination of future proliferation	Maximum 5 points
Offsite economic development opportunities	Maximum 5 points

Cost Information:

To the right of the "Overall Total Score", cost information is provided for wastewater as well as water construction. These costs should be regarded as very preliminary, and are not based on topographic survey, soils data, or final construction drawings. The costs include restoring the

roadway and drainage to pre-construction condition. The costs are inclusive of project management, design and construction engineering inspection (CEI) expenses.

Other Factors for Project Approval - % participation:

Using the neighborhoods identified in the scoring matrix, it is recommended that no project commence until at least 70% of the properties that would benefit from the water or wastewater project sign letters and access agreements (temporary construction easements) for making connections to the system on private property. Since all priority project costs, including paying for connections, are recommended to be funded by the City, the intent is to get prior agreement and approval from the property owners for connections before any work begins, including major planning, design and construction. Preliminary project work will be necessary to identify the properties and owners of record within a neighborhood to develop the notice process. The agreements may include water and wastewater agreements where both central services are contemplated and water or wastewater access agreements where only one utility service is being proposed.

The working group recommends achieving 70% participation approval within six (6) months of official notification for project interest. If 70% participation is not attainable for a particular neighborhood priority project within the designated timeframe, that neighborhood would only be reconsidered for a project after five (5) years, regardless of position on the annual priority project list. The program would then move to the next priority project list neighborhood for consideration.

Funding Allocation Approaches:

The working group considered different approaches to funding allocation. One option is for the current funding pool to be utilized based on the priority project list and any project participation condition requirement (like a required number of property owner commitments before project commencement). Another option is to divide the funding pool into segments for wastewater construction based on priority ranking, additional water construction, and connection only monies for both utility types. It is recommended the majority of the funding be allocated to 1) new project construction that may include wastewater only or wastewater with water where neither central system is available and 2) water only projects where water lines are critical for water quality/health concerns.

Summary:

The working group recommendations were focused on the Council Special Committee's goals for environment, public health, and economic growth. The recommendations include suggested changes to Chapter 751, payment of full project costs including customer side connection fees for City funded priority projects, and implementation of a readiness to serve charge for properties that elect not to connect to central systems.

Section B – Priority Project Spreadsheet

Septic Tank Phase-Out Prioritization

Environmental, Health & Welfare (Max: 70 points)										Community Considerations (Max: 30 points)										Overall	
Area	DCID	No. of Units Within 1500' Buffer	No. of Units Within 1500' Buffer * (333447)	Within 150' Buffer	Percent Annual Water Quality (Metric: 1.00)	Impaired Tributaries Exceedance Factor	Endangered, Threatened & Wetland Score	Development Prior to 1980	Median Home Value	Water	Other Infrastructure			Estimated # of Future Production	Positive Economic Development	Community Considerations Score	Total Score				
Designation	2015 Score	Area	Area	150' Buffer	(Metric: 1.00)			1980	Home Value	5 pps	Drain	FW	SW	Production	5 pps						
Bismarck C	49.80	173	135	4	0.12	0.80	53.00	10	5	5	x	x	x	2.7	2.0	24.7	77.20				
Beverly Hills	44.80	635	270	2	0.35	1.15	63.35	10	4	0	x	x	x	0.1	0.0	14.1	77.45				
Christobel	48.76	289	62	2	0.06	2.20	53.96	10	5	1	x	x	p	3.8	2.0	21.8	75.76				
Riverview	54.78	1912	912	2	0.56	1.40	58.18	10	4	2	x	x	x	1.5	0.0	17.5	75.68				
Emerson	48.86	151	437	3	0.4	4.25	56.31	10	4	0	x	x	x	1.1	2.0	17.1	73.41				
St. Nicholas	48.89	623	343	3	0.31	4.25	55.94	10	4	0	x	x	p	0.3	3.0	17.3	73.24				
Westfield	55.00	181	13	1	0.01	4.50	60.50	10	1	0	x	x	x	0.1	0.0	11.1	71.60				
Eggleston Heights	47.01	2416	1446	3	1.31	4.35	54.36	10	4	0	p	p	p	0.1	2.7	16.8	71.16				
Sun Pearl	47.98	211	181	5	0.16	2.15	55.33	0	4	5	x	x	x	5.0	0.0	14.0	69.13				
Champion	46.64	610	762	1	0.24	0.50	56.14	10	4	3	x	x	x	0.7	1.0	18.7	68.84				
Sub-Totals:		8761			3.72																
Sewer Cost																					
											Sewer Cost per House (2015 \$)	Sewer Cost Area									
											Total										

Area	DCID	No. of Units	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer	Within 1500' Buffer
Designation	2015 Score	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area	Area
Bismarck C	49.80	173	135	4	0.22	0.20	53.00	10	5	5	5	5	5	5	5	5	5	5	5	5	5
Beverly Hills	44.80	635	270	2	0.35	1.35	63.35	10	4	0	0	0	0	0	0	0	0	0	0	0	0
Christobel	48.76	289	62	2	0.06	2.20	53.96	10	5	1	1	1	1	1	1	1	1	1	1	1	1
Riverview	54.78	1912	912	2	0.56	1.40	58.18	10	4	2	2	2	2	2	2	2	2	2	2	2	2
Emerson	48.86	151	437	3	0.4	4.25	56.31	10	4	0	0	0	0	0	0	0	0	0	0	0	0
St. Nicholas	48.89	623	343	3	0.31	4.25	55.94	10	4	0	0	0	0	0	0	0	0	0	0	0	0
Westfield	55.90	181	13	1	0.01	4.50	60.50	10	1	0	0	0	0	0	0	0	0	0	0	0	0
Eggleston Heights	47.01	2416	1446	3	1.31	4.35	54.36	10	4	0	0	0	0	0	0	0	0	0	0	0	0
Sun Pearl	47.98	211	181	5	0.16	2.15	55.33	0	4	5	5	5	5	5	5	5	5	5	5	5	5
Champion	46.64	610	762	1	0.24	0.50	56.14	10	4	3	3	3	3	3	3	3	3	3	3	3	3
Sub-Totals:																					

Environmental, Health & Welfare Notes

- * Potential to qualify for water quality benefit: credit is including (a) payment of plant capacity fee (\$2,800 / ft. per connection) not to exceed \$600,000 per year.
- ** Per Septic Tank Phase-Out Water Quality Prioritization (by individual) dated May 11, 2016.
- * Refers to local condition impairment only, and is the score provided by the Environmental Quality Division divided by 2.
- * Maximum DCID score allowable in matrix = 60.10

Factor For Units Within The 150 M Buffer

% Within Buffer	Factor
0	0
1 to 20	1
21 to 40	2
41 to 60	3
61 to 80	4
81 to 100	5

Community Considerations Notes

Home Value	Stealing
5 ft	\$350,000
6 ft	\$400,000
7 ft	\$450,000
8 ft	\$500,000
9 ft	\$550,000
10 ft	\$600,000
11 ft	\$650,000
12 ft	\$700,000
13 ft	\$750,000
14 ft	\$800,000
15 ft	\$850,000
16 ft	\$900,000
17 ft	\$950,000
18 ft	\$1,000,000
19 ft	\$1,050,000
20 ft	\$1,100,000
21 ft	\$1,150,000
22 ft	\$1,200,000
23 ft	\$1,250,000
24 ft	\$1,300,000
25 ft	\$1,350,000
26 ft	\$1,400,000
27 ft	\$1,450,000
28 ft	\$1,500,000
29 ft	\$1,550,000
30 ft	\$1,600,000
31 ft	\$1,650,000
32 ft	\$1,700,000
33 ft	\$1,750,000
34 ft	\$1,800,000
35 ft	\$1,850,000
36 ft	\$1,900,000
37 ft	\$1,950,000
38 ft	\$2,000,000
39 ft	\$2,050,000
40 ft	\$2,100,000
41 ft	\$2,150,000
42 ft	\$2,200,000
43 ft	\$2,250,000
44 ft	\$2,300,000
45 ft	\$2,350,000
46 ft	\$2,400,000
47 ft	\$2,450,000
48 ft	\$2,500,000
49 ft	\$2,550,000
50 ft	\$2,600,000
51 ft	\$2,650,000
52 ft	\$2,700,000
53 ft	\$2,750,000
54 ft	\$2,800,000
55 ft	\$2,850,000
56 ft	\$2,900,000
57 ft	\$2,950,000
58 ft	\$3,000,000
59 ft	\$3,050,000
60 ft	\$3,100,000
61 ft	\$3,150,000
62 ft	\$3,200,000
63 ft	\$3,250,000
64 ft	\$3,300,000
65 ft	\$3,350,000
66 ft	\$3,400,000
67 ft	\$3,450,000
68 ft	\$3,500,000
69 ft	\$3,550,000
70 ft	\$3,600,000
71 ft	\$3,650,000
72 ft	\$3,700,000
73 ft	\$3,750,000
74 ft	\$3,800,000
75 ft	\$3,850,000
76 ft	\$3,900,000
77 ft	\$3,950,000
78 ft	\$4,000,000
79 ft	\$4,050,000
80 ft	\$4,100,000
81 ft	\$4,150,000
82 ft	\$4,200,000
83 ft	\$4,250,000
84 ft	\$4,300,000
85 ft	\$4,350,000
86 ft	\$4,400,000
87 ft	\$4,450,000
88 ft	\$4,500,000
89 ft	\$4,550,000
90 ft	\$4,600,000
91 ft	\$4,650,000
92 ft	\$4,700,000
93 ft	\$4,750,000
94 ft	\$4,800,000
95 ft	\$4,850,000
96 ft	\$4,900,000
97 ft	\$4,950,000
98 ft	\$5,000,000
99 ft	\$5,050,000
100 ft	\$5,100,000
101 ft	\$5,150,000
102 ft	\$5,200,000
103 ft	\$5,250,000
104 ft	\$5,300,000
105 ft	\$5,350,000
106 ft	\$5,400,000
107 ft	\$5,450,000
108 ft	\$5,500,000
109 ft	\$5,550,000
110 ft	\$5,600,000
111 ft	\$5,650,000
112 ft	\$5,700,000
113 ft	\$5,750,000
114 ft	\$5,800,000
115 ft	\$5,850,000
116 ft	\$5,900,000
117 ft	\$5,950,000
118 ft	\$6,000,000
119 ft	\$6,050,000
120 ft	\$6,100,000
121 ft	\$6,150,000
122 ft	\$6,200,000
123 ft	\$6,250,000
124 ft	\$6,300,000
125 ft	\$6,350,000
126 ft	\$6,400,000
127 ft	\$6,450,000
128 ft	\$6,500,000
129 ft	\$6,550,000
130 ft	\$6,600,000
131 ft	\$6,650,000
132 ft	\$6,700,000
133 ft	\$6,750,000
134 ft	\$6,800,000
135 ft	\$6,850,000
136 ft	\$6,900,000
137 ft	\$6,950,000
138 ft	\$7,000,000
139 ft	\$7,050,000
140 ft	\$7,100,000
141 ft	\$7,150,000
142 ft	\$7,200,000
143 ft	\$7,250,000
144 ft	\$7,300,000
145 ft	\$7,350,000
146 ft	\$7,400,000
147 ft	\$7,450,000
148 ft	\$7,500,000
149 ft	\$7,550,000
150 ft	\$7,600,000
151 ft	\$7,650,000
152 ft	\$7,700,000
153 ft	\$7,750,000
154 ft	\$7,800,000
155 ft	\$7,850,000
156 ft	\$7,900,000
157 ft	\$7,950,000
158 ft	\$8,000,000
159 ft	\$8,050,000
160 ft	\$8,100,000
161 ft	\$8,150,000
162 ft	\$8,200,000
163 ft	\$8,250,000
164 ft	\$8,300,000
165 ft	\$8,350,000
166 ft	\$8,400,000
167 ft	\$8,450,000
168 ft	\$8,500,000
169 ft	\$8,550,000
170 ft	\$8,600,000
171 ft	\$8,650,000
172 ft	\$8,700,000
173 ft	\$8,750,000
174 ft	\$8,800,000
175 ft	\$8,850,000
176 ft	\$8,900,000
177 ft	\$8,950,000
178 ft	\$9,000,000
179 ft	\$9,050,000
180 ft	\$9,100,000
181 ft	\$9,150,000
182 ft	\$9,200,000
183 ft	\$9,250,000
184 ft	\$9,300,000
185 ft	\$9,350,000
186 ft	\$9,400,000
187 ft	\$9,450,000
188 ft	\$9,500,000
189 ft	\$9,550,000
190 ft	\$9,600,000
191 ft	\$9,650,000
192 ft	\$9,700,000
193 ft	\$9,750,000
194 ft	\$9,800,000
195 ft	\$9,850,000
196 ft	\$9,900,000
197 ft	\$9,950,000
198 ft	\$10,000,000
199 ft	\$10,050,000
200 ft	\$10,100,000
201 ft	\$10,150,000
202 ft	\$10,200,000
203 ft	\$10,250,000
204 ft	\$10,300,000
205 ft	\$10,350,000
206 ft	\$10,400,000
207 ft	\$10,450,000
208 ft	\$10,500,000
209 ft	\$10,550,000
210 ft	\$10,600,000
211 ft	\$10,650,000
212 ft	\$10,700,000
213 ft	\$10,750,000
214 ft	\$10,800,000
215 ft	\$10,850,000
216 ft	\$10,900,000
217 ft	\$10,950,000
218 ft	\$11,000,000
219 ft	\$11,050,000
220 ft	\$11,100,000
221 ft	\$11,150,000
222 ft	\$11,200,000
223 ft	\$11,250,000
224 ft	\$11,300,000
225 ft	\$11,350,000
226 ft	\$11,400,000
227 ft	\$11,450,000
228 ft	\$11,500,000
229 ft	\$11,550,000
230 ft	\$11,600,000
231 ft	\$11,650,000
232 ft	\$11,700,000
233 ft	\$11,750,000
234 ft	\$11,800,000
235 ft	\$11,850,000
236 ft	\$11,900,000
237 ft	\$11,950,000
238 ft	\$12,000,000
239 ft	\$12,050,000
240 ft	\$12,100,000
241 ft	\$12,150,000
242 ft	\$12,200,000
243 ft	\$12,250,000
244 ft	\$12,300,000
245 ft	\$12,350,000
246 ft	\$12,400,000
247 ft	\$12,450,000
248 ft	\$12,500,000
249 ft	\$12,550,000
250 ft	\$12,600,000
251 ft	\$12,650,000
252 ft	\$12,700,000
253 ft	\$12,750,000
254 ft	\$12,800,000
255 ft	\$12,850,000
256 ft	\$12,900,000
257 ft	\$12,950,000
258 ft	\$13,000,000
259 ft	\$13,050,000
260 ft	\$13,100,000
261 ft	\$13,150,000
262 ft	\$13,200,000
263 ft	\$13,250,000
264 ft	\$13,300,000
265 ft	\$13,350,000
266 ft	\$13,400,000
267 ft	\$13,450,000
268 ft	\$13,500,000
269 ft	\$13,550,000
270 ft	\$13,600,000
271 ft	\$13,650,000
272 ft	\$13,700,000
273 ft	\$13,750,000
274 ft	\$13,800,000
275 ft	\$13,850,000
276 ft	\$13,900,000
277 ft	\$13,950,000
278 ft	\$14,000,000
279 ft	\$14,050,000
280 ft	\$14,100,000
281 ft	\$14,150,000
282 ft	\$14,200,000
283 ft	\$14,250,000
284 ft	\$14,300,000
285 ft	\$14,350,000
286 ft	\$14,400,000
287 ft	\$14,450,000
288 ft	\$14,500,000
289 ft	\$14,550,000
290 ft	\$14,600,000
291 ft	\$14,650,000
292 ft	\$14,700,000
293 ft	\$14,750,000
294 ft	\$14,800,000
295 ft	\$14,850,000
296 ft	\$14,900,000
297 ft	\$14,950,000
298 ft	\$15,000,000
299 ft	\$15,050,000
300 ft	\$15,100,000
301 ft	\$15,150,000
302 ft	\$15,200,000
303 ft	\$15,250,000
304 ft	\$15,300,000
305 ft	\$15,350,000
306 ft	\$15,400,000
307 ft	\$15,450,000
308 ft	\$15,500,000
309 ft	\$15,550,000
310 ft	\$15,600,000
311 ft	\$15,650,000
312 ft	\$15,700,000
313 ft	\$15,750,000
314 ft	\$15,800,000
315 ft	\$15,850,000
316 ft	\$15,900,000
317 ft	\$15,950,000
318 ft	\$16,000,000
319 ft	\$16,050,000
320 ft	\$16,100,000
321 ft	\$16,150,000
322 ft	\$16,200,000
323 ft	\$16,250,000
324 ft	\$16,300,000
325 ft	\$16,350,000
326 ft	\$16,400,000
327 ft	\$16,450,000
328 ft	\$16,500,000
329 ft	\$16,550,000
330 ft	\$16,600,000
331 ft	\$16,650,000
332 ft	\$16,700,000
333 ft	\$16,750,000
334 ft	\$16,800,000
335 ft	\$16,850,000
336 ft	\$16,900,000
337 ft	\$16,950,000
338 ft	\$17,000,000
339 ft	\$17,050,000
340 ft	\$17,100,000
341 ft	\$17,150,000
342 ft	\$17,200,000
343 ft	\$17,250,000
344 ft	\$17,300,000
345 ft	\$17,350,000
346 ft	\$17,400,000
347 ft	\$17,450,000
348 ft	\$17,500,000
349 ft	\$17,550,000
350 ft	\$17,600,000
351 ft	\$17,650,000
352 ft	\$17,700,000
353 ft	\$17,750,000
354 ft	\$17,800,000
355 ft	\$17,850,000
356 ft	\$17,900,000
357 ft	\$17,950,000
358 ft	\$18,000,000
359 ft	\$18,050,000
360 ft	\$18,100,000
361 ft	\$18,150,000
362 ft	\$18,200,000
363 ft	\$18,250,000
364 ft	\$18,300,000
365 ft	\$18,350,000
366 ft	\$18,400,000
367 ft	\$18,450,000
368 ft	\$18,500,000
369 ft	\$18,550,000
370 ft	\$18,600,000
371 ft	\$18,650,000
372 ft	\$18,700,000
373 ft	\$18,750,000
374 ft	\$18,800,000
375 ft	\$18,850,000
376 ft	\$18,900,000
377 ft	\$18,950,000
378 ft	\$19,000,000
379 ft	\$19,050,000
380 ft	\$19,100,000
381 ft	\$19,150,000
382 ft	\$19,200,000
383 ft	\$19,250,000
384 ft	\$19,300,000
385 ft	\$19,350,000
386 ft	\$19,400,000
387 ft	\$19,450,000
388 ft	\$19,500,000

Septic Tank Phase-Out Prioritization

Environmental, Health & Welfare (Max. 70 Points)										Community Considerations (Max. 30 points)										Overall
Area Description	DBQ 2015 Score	No. of Units Within Failure Area	No. of Units Within 1500 Buffer* (1500 ft Buffer)	Failure per Unit Within The 1500 ft Buffer	Potential Annual Water Quality Benefit (Metric Ton)	Impaired Tributary Evidence (Failure)	Estuary Health & Welfare Score	Development Prior to 1980 (1000)	Median Home Value (\$100)	Drinking Water					Elimination of Future Pollution (5 pts)	Orbit Economic Development Opportunities (5 pts)	Community Considerations Score			
										Water	Drain	FT	Sub	SW						
Atlantic Highlands	41.16	62	54	5	0.05	3.85	50.01	10	4	3	x	x	x	x	1.8	0.0	18.8	68.81		
Jackson Creek	58.01	2000	1282	4	1.16	0.00	62.03	0	2	2	P	P	P	P	0.6	1.0	5.6	67.63		
Old Lake	45.11	210	220	5	0.26	1.35	53.86	10	3	0					0.1	0.0	13.1	65.56		
Engel	48.12	63	59	5	0.05	1.35	54.49	0	4	3	x	x	x	x	2.4	2.0	11.4	65.87		
Emper Point	43.08	342	212	4	0.18	4.05	51.13	10	2	2	P	P	P	P	0.5	1.5	14.0	65.13		
Spring Glen	41.13	485	318	4	0.17	4.05	49.18	10	4	0	P	P	P	P	0.5	1.0	15.5	64.68		
Lakeview	48.09	1344	751	1	0.23	7.50	49.49	10	4	0	P	x	x	x	0.1	1.0	15.1	64.59		
Cedar River	40.02	386	283	4	0.24	4.20	49.57	10	4	0	P	P	P	P	0.3	0.5	14.8	64.37		
Fremont Rd/Inwood Terrace	39.00	79	51	4	0.05	4.75	47.75	10	4	0	P	P	P	P	1.1	0.0	15.1	62.85		
Claburn	40.91	780	500	4	0.45	4.00	48.91	10	3	0	P	P	P	x	0.4	0.5	13.9	62.81		
East Creek	41.26	435	141	2	0.13	2.80	46.16	10	3	1	P	P	P	P	0.1	0.9	15.0	61.16		
Holly Oaks	37.46	282	171	4	0.16	1.70	45.26	10	3	1	P	P	P	P	0.1	0.2	14.3	59.46		
Jefferson Hill	43.52	617	432	4	0.39	2.25	55.77	0	2	0	P	P	P	P	0.4	1.0	3.4	59.17		
Head Landing II	47.64	509	410	5	0.37	2.85	55.95	0	2	0					0.2	0.0	2.2	57.69		
Northside	40.00	111	111	5	0.11	1.95	45.95	0	1	5	x	x	x	x	1.4	3.0	10.4	57.35		
Lower Shaw Park	35.13	311	177	2	0.12	3.70	41.01	10	4	0	P	P	P	P	0.2	0.9	15.1	56.13		
Point La Vista	40.20	830	143	1	0.13	3.80	45.50	10	0	0	P	P	P	P	0.1	0.2	10.3	55.80		
Beverly Gardens	44.89	530	300	1	0.27	3.25	51.63	0	3	1	P	P	P	P	0.2	0.0	12.2	53.83		
Southside Estates	20.94	2305	1770	4	1.61	1.10	38.84	10	4	0	P	x	x	F	0.3	1.0	15.1	53.34		
Cedar	31.00	31	31	5	0.03	1.90	37.90	10	5	0	x	x	x	x	0.0	0.1	15.1	53.00		
Oldfield	29.84	128	31	2	0.03	0.65	42.49	10	0	0	x	x	x	x	0.2	0.0	10.2	52.69		
The Cape	39.64	35	35	5	0.03	0.00	44.64	0	2	5	x	x	x	x	0.9	0.0	7.9	52.54		
Chen	31.93	519	309	3	0.28	2.90	37.89	10	2	0	P	P	P	P	0.2	1.9	14.1	51.93		
Park Point	37.21	238	133	3	0.12	1.85	44.16	0	2	0	x	x	x	x	0.0	0.6	2.6	46.76		
241 Federal	30.87	439	280	4	0.25	2.25	37.12	0	2	3	P	P	P	P	0.2	0.0	5.1	42.32		
Totals:																			21889	
																			10.39	

Notes: 1. Littered Units, and other areas not yet identified as septic tank failure areas, will be entered on the above spreadsheet when assigned a DCH score.
2. Littered Units, and other areas not yet identified as septic tank failure areas, will be entered on the above spreadsheet when assigned a DCH score.
3. Office Location, Dev. Opportunity Score: 1000 points are awarded for the potential to convert existing SUD units, during the area.
4. Sewer cost per house of \$31,000 is an average of Blueview cost (\$30,000) and Adriatic Cove cost (\$32,000).

Sewer Cost				Water Cost	
Sewer Capacity	Fee Available From ISA	Sewer Cost per House (1500 ft)	Sewer Cost Total Area	Area Water Cost ¹	
87	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
64	\$20,000	\$20,000	\$60,000,000	\$6,000,000	\$6,000,000
96	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
91	\$26,000	\$26,000	\$1,266,000	\$26,000	\$26,000
62	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
72	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
19	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
68	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
66	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
63	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
37	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
61	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
70	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
81	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
100	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
40	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
37	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
57	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
77	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
94	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
24	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
101	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
59	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
58	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
61	\$11,000	\$11,000	\$1,044,000	\$23,100	\$23,100
Total This Page			\$47,514,000	\$12,350,000	\$12,350,000
Overall Total			\$707,823,000	\$24,651,100	\$24,651,100

Section C – Priority Project Maps

LOCATION MAP CITY OF JACKSONVILLE SEPTIC TANK PHASE OUT PRIORITIZATION AREAS

Duval County Health Department Septic Tank Failure Areas

Total Septic Tanks in Project Areas - 23,185

Septic Tanks with Existing Infrastructure - 870

- With Water Quality Benefit - 401
- With No Water Quality Benefit - 469

Septic Tanks with No Existing Infrastructure - 22,315

- With Water Quality Benefit - 1,033
- With No Water Quality Benefit - 9,932

Non-Residential Septic Tank Locations - 1,180

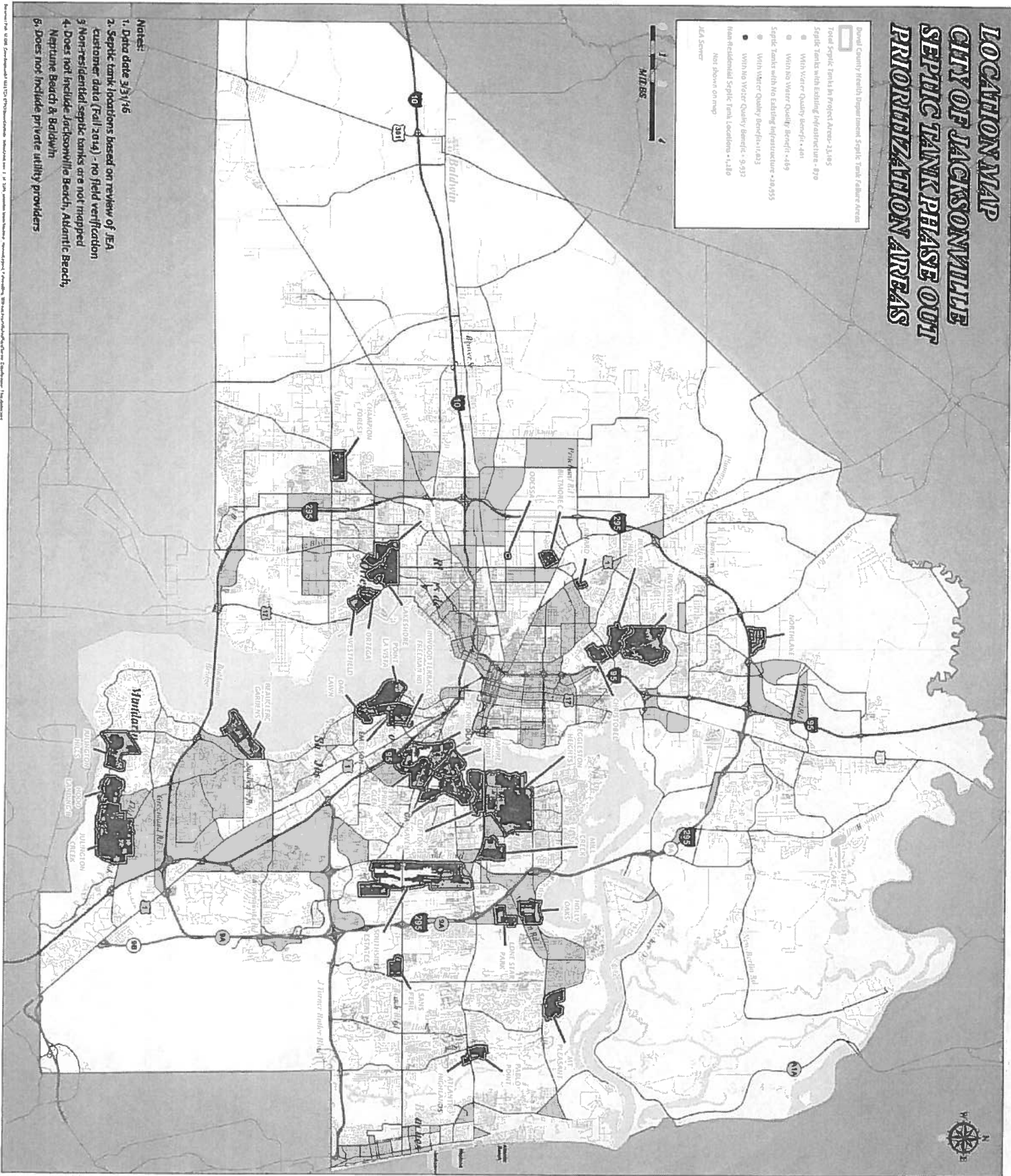
Not shown on map

IEA Server

1
1/2
3
MILES



- Notes:**
1. Data date 3/31/16
 2. Septic tank locations based on review of IEA customer data (Fall 2014) - no field verification
 3. Non-residential septic tanks are not mapped
 4. Does not include Jacksonville Beach, Atlantic Beach, Neptune Beach & Baldwin
 5. Does not include private utility providers



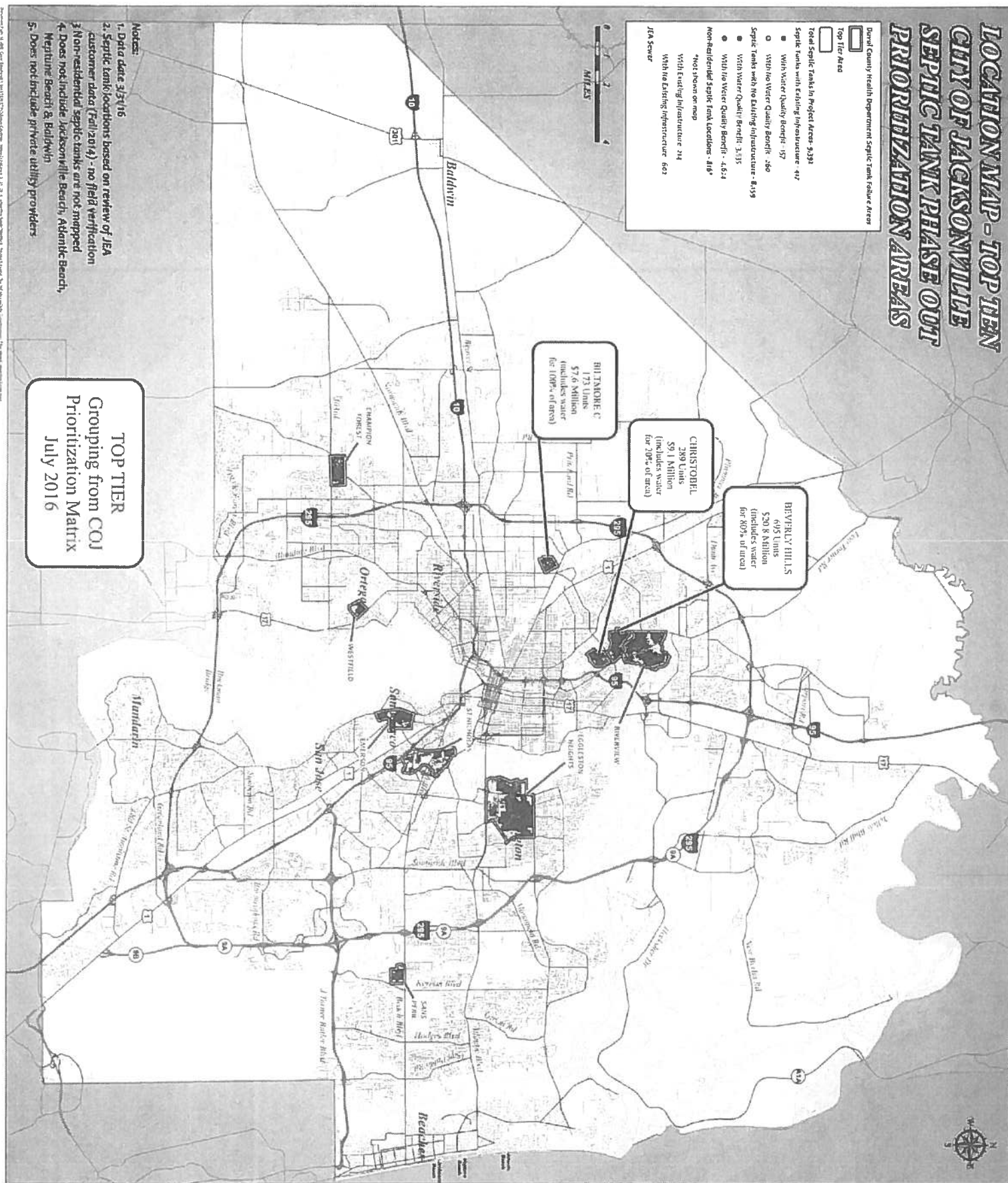
LOCATION MAP - TOP TIER CITY OF JACKSONVILLE SEPTIC TANK PHASE OUT PRIORITIZATION AREAS

- Duval County Health Department Septic Tank Value Area
- Top Tier Area**
- Total Septic Tanks in Project Area: 9,391
 - Septic Tanks with existing infrastructure: 472
 - With Water Quality Benefit: 157
 - With No Water Quality Benefit: 260
 - Septic Tanks with No Existing Infrastructure: 8,919
 - With Water Quality Benefit: 3,135
 - With No Water Quality Benefit: 5,784
 - Non-Residential Septic Tank Locations: 416*
 - *Not shown on map
 - With Existing Infrastructure: 24
 - With No Existing Infrastructure: 603
 - JES Sewer

0 1 2 3 4
MILES

- Notes:**
1. Data date 3/3/16
 2. Septic tank locations based on review of JEA customer data (Fall 2014) - no field verification
 3. Non-residential septic tanks are not mapped
 4. Does not include Jacksonville Beach, Atlantic Beach, Neptune Beach & Baldwin
 5. Does not include private utility providers

**TOP TIER
Grouping from COJ
Prioritization Matrix
July 2016**



Section D – COJ/JEA Interagency Agreement

**INTERAGENCY AGREEMENT
BY AND BETWEEN
THE CITY OF JACKSONVILLE AND JEA**

This Interagency Agreement ("Agreement") is made and entered into this 22 day of March, 2016, by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation ("City"), whose address is 117 West Duval Street, Jacksonville, Florida 32202 and **JEA**, a body politic and corporate organized and existing under the laws of the State of Florida, whose address is 21 West Church Street, Jacksonville, Florida 32202.

RECITALS

WHEREAS, the City and JEA maintain a unique relationship and as consideration for the unique relationship and in recognition of the shared attributes in connection with its electric, water, and sewer distribution systems, JEA pays an annual assessment to the City in accordance with the assessment calculations contained within Section 21.07 of Article 21 of the Charter of the City, as amended and readopted by Chapter 80-515, Laws of Florida, Special Acts of 1980, as subsequently amended by Chapter 92-341, Laws of Florida, Special Acts of 1992 and as thereafter amended in accordance with the terms thereof prior to the date hereof ("City Charter"); and

WHEREAS, in addition to the annual assessment, JEA and the City desire to work cooperatively with one another to provide efficient services to the community; and

WHEREAS, the City and JEA desire to enter into this Agreement to set forth the collective understanding and agreement of the City and JEA regarding additional contribution in 2015-2016 fiscal year of \$15,000,000 from JEA to the City; the conveyance of Basin Management Action Plan ("BMAP") water quality credits from JEA to the City; and cooperative efforts and responsibilities regarding City sewer projects.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, the City and JEA mutually agree to enter into this Agreement as follows:

Section 1 – Recitals

C:\Users\charmm\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\6IXSHHAJ\COJ JEA Interagency Agreement
Final 3 9 2016.docx

1.1 The City and JEA acknowledge that the recitals contained above are true and accurate, to best of their knowledge, and are hereby incorporated herein by reference.

Section 2 – Term

2.1 This Agreement shall be for a five year term beginning on October 1, 2016 through September 30, 2021 (“Term”).

Section 3 – Definitions

For purposes of this Agreement, the terms below are defined as follows:

3.1 “BMAP” shall mean the Basin Management Action Plan for the Lower St. Johns River Basin. The BMAP’s purpose is to implement load reductions to achieve the nutrient TMDLs for the Lower St. Johns River Basin. This Agreement shall concern only those portions of the BMAP that apply to the City.

3.2 “City” shall mean the City of Jacksonville.

3.3 “Director” shall mean the Director of Public Works for the City.

3.4 “EPA” shall mean the United States Environmental Protection Agency.

3.5 “FDEP” shall mean the Florida Department of Environmental Protection.

3.6 “Fiscal Year” means the Fiscal Year of both the City and JEA, which runs from October 1 to September 30.

3.7 “LSJR” shall mean the Lower St. Johns River and its tributaries.

3.8 “Marine Portion of the LSJR” shall mean the portion of the LSJR extending from Black Creek to the mouth of the LSJR.

3.9 “Nonpoint Source” shall mean any source of nitrogen or other constituents that is not a Point Source.

3.10 “PLRG” shall mean the pollution load reduction goal for the City which for this Agreement shall mean the amount of total nitrogen reduction the City must achieve to reach load allocation for the Marine Portion of the LSJR. At this time, the PLRG for the City is 324,328 lb/yr (147,422 kg/yr) of total nitrogen.

3.11 "Point Source" shall mean any source of nitrogen or other constituents that constitutes a discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which constituents are or may be discharged. This term does not include flows from irrigated agriculture or agricultural stormwater runoff.

3.12 "Qualified Sewer Project" means a specifically identified qualified septic tank phase out action for an environmental purpose project in which the City and JEA have agreed to work together and have drafted a Task Authorization.

3.13 "Sewer Capacity Fee(s)" means the fee established by the JEA tariff which establishes the cost for connection to the JEA sewer system.

3.14 "Task Authorization" or "TA" means a document mutually agreed upon and executed by the City and JEA which recites the duties and obligations of each party for a particular Sewer Project.

3.15 "TMDL" shall mean the total maximum daily load of nutrients for a receiving water body, such as the LSJR, which is the sum of the individual wasteload allocations for Point Sources and the load allocations for Nonpoint Sources and natural background. TMDL, when plural, shall be referred to herein as TMDLs.

3.16 "TN" shall mean total nitrogen.

3.17 "Tributary Remediation" means required surface water improvements to tributaries as proscribed by the State of Florida.

3.18 "Water Quality Credits" shall mean the point source load reduction or nonpoint source load reduction that is generated when Total Nitrogen loads are reduced below the baseline load allowable under an adopted TMDL or BMAP and may be used or traded in accordance with section 403.067(8), Florida Statutes, and Rule 62-306, Florida Administrative Code. For purposes of calculating the number of Water Quality Credits under this agreement, the base unit shall be measured in metric tons per year (MT/yr).

3.19 "Work" shall mean the actions, products, documentation, electronic programs, reports, testing, transport, administration, management, services, materials, tools, equipment, and responsibilities to be furnished or performed by the City and JEA under this Agreement, together

with all other additional requirements that are not specifically recited in this Agreement, but can be reasonably inferred as necessary to complete all obligations and fully satisfy the intent of this Agreement.

Section 4 - BMAP Water Quality Credits

4.1 The City and JEA entered into that certain Agreement Between the City of Jacksonville and JEA Regarding the Transfer of Water Quality Credits dated May 7, 2015 (Ordinance 2015-198-E) ("Water Quality Trade Agreement"). This Agreement shall replace the Water Quality Trade Agreement in its entirety and the Water Quality Trade Agreement shall become null and void upon adoption and execution of this Agreement.

4.2 Section 6.1 of the former Water Quality Trade Agreement required a payment by the City to JEA in the amount of \$2,086,767 for the transfer period of January 1, 2016 through December 31, 2016. JEA has agreed to not charge the City for the Water Quality Credits for 2016. Any payment received by JEA for the 2016 period shall be refunded to the City upon adoption and execution of this Agreement.

4.3 JEA shall provide the annual Water Quality Credits, as more fully defined below, to the City for no compensation through December 31, 2023. This obligation to provide the Water Quality Credits to the City through December 31, 2023, shall survive the Term of this Agreement.

4.4 At no cost to the City, JEA agrees to transfer Water Quality Credits to the City that equate to 30.34 MT/yr of TN ("Transfer Amount").

4.5 If required by FDEP, the City shall amend its MS4 permit to reflect the Transfer Amount of Water Quality Credits pursuant to this Agreement.

4.6 The City agrees to cooperate and fully support the modification and renewal of JEA's NPDES permit in accordance with this Agreement, including opposition to any effort to impede or challenge the issuance of an amended permit in response to JEA's application in accordance with this Agreement, including through litigation, if necessary, in administrative, state, and federal court.

4.7 JEA does not, by entering into this Agreement, make any representation, warranty, or guaranty, or otherwise make or provide any assurance(s) that a transfer of the Water

Quality Credits described herein shall permit, allow, or assist the City in meeting its PLRG. JEA does not, by entering into this Agreement, make any representation, warranty, or guaranty, or otherwise make or provide any assurance(s) that a transfer of the Water Quality Credits described herein shall limit or eliminate the necessity for the City to pursue additional stormwater and/or drainage projects to meet its PLRG.

4.8 No cause of action shall be hereby created for the failure of the Water Quality Credits described herein to assist the City in meeting its PLRG.

4.9 As the regulatory reduction of TN in the LSJR is an ongoing annualized requirement both the City and JEA will be required to meet beyond December 31, 2023, the parties agree to engage in discussions and working on a plan for meeting the future needs of both parties beyond December 31, 2023.

4.10 The parties acknowledge that Water Quality Credits may be eliminated, rescinded, reduced, or otherwise affected by the Florida Legislature, FDEP, or EPA. If JEA cannot provide the Water Quality Credit pursuant to regulatory changes that are of no fault of JEA, the City and JEA shall work cooperatively to address any Water Quality Credit shortfall or the City may reconsider the annual contribution assessment calculation in Section 21.07(c) of the Charter.

4.11 With respect to the reservation and transfer of the Water Quality Credits to the City, JEA shall execute, or cause to be executed, any and all documents necessary to cause the reservation and transfer of the Water Quality Credits from JEA to the City consistent with the terms of this Agreement.

4.12 With respect to the reservation and transfer of the Water Quality Credits by JEA, the City shall utilize the Water Quality Credits in a manner that may allow the City to attain its PLRG and shall execute, or cause to be executed, any and all documents necessary to cause the reservation and transfer of the Water Quality Credits from JEA to the City consistent with the terms of this Agreement.

4.13 This Agreement and any documents referenced herein collectively embody the entire agreement and understanding between the Parties and there are no other agreements or

understandings with reference to this Agreement that are not merged into and superseded by the Agreement.

Section 5 - Additional Contribution

5.1 The City and JEA have had extensive negotiations relative to establishing the annual contribution paid by JEA to the City. In recognition of agreement to the City Charter amendments made to the annual contribution formula and other terms adopted and approved through Ordinance 2015-764, JEA has agreed to pay to the City additional contribution in 2015-2016 fiscal year of Fifteen Million Dollars (\$15,000,000) ("Additional Contribution").

5.2 The City and JEA acknowledge that the Additional Contribution is a one-time payment to the City.

5.3 JEA shall pay the Additional Contribution to the City within three business days of execution of this Agreement.

Section 6 – City Water and Sewer Projects

6.1 The City has committed to provide \$30,000,000, of which \$15,000,000 is the JEA Additional Contribution, during the Term of this Agreement for City water and sewer infrastructure.

6.2 The City and JEA will form a working committee to develop a plan that proposes policies, procedures, and laws for water and sewer infrastructure and on or before 90 days from the effective date of this Agreement shall provide written water and sewer plan recommendations to City Council (the "Plan").

Section 7 – Qualified Sewer Projects

7.1 The Plan described in Section 6 is intended to broadly address both water and sewer infrastructure needs in Jacksonville. Once the Plan is developed, it may include, but is not limited to, identification of areas that will provide TMDL credit for septic tank removal, identification of urban fill areas, and areas where adding water service to sewer projects would provide cost efficiencies and economies of scale. As provided in this Section 7, JEA has committed additional assistance only with respect to environmentally sensitive Qualified Sewer Projects which are undertaken as part of the Plan to be developed. The balance of the projects executed under the Plan will be funded as described in Section 6.

7.2 The City and JEA entered into that certain Interagency Agreement for Cooperation By and Between the City of Jacksonville and JEA dated June 30, 2011 (Ordinance 2011-133-E). That agreement provided for the cooperative efforts of the City and JEA in implementing City sewer projects ("Sewer Projects Agreement"). This Agreement shall replace the Sewer Projects Agreement in its entirety and the Sewer Projects Agreement shall become null and void.

Joint Program Contribution and Payments

7.3 JEA shall contribute a maximum annual amount of \$1,000,000 ("Maximum Annual Contribution"), including all costs relating to JEA internal support and external consulting as itemized in Section 7.5 below for such Qualified Sewer Projects that the City undertakes to meet its environmental obligations and that are funded with capital dollars provided directly from the City. Any of the Maximum Annual Contribution not spent during the year shall carry-over each year, but at no time during the Term of this Agreement shall the total exceed \$3,000,000. Any of the carry-over Maximum Annual Contribution not expended at the end of the Term of this Agreement shall be used within 2 years of the end of the Term or forfeited and returned to JEA. JEA's payment of Sewer Capacity Fees shall not be included in JEA's Maximum Annual Contribution.

7.4 After consultation between the City and JEA regarding the annual funding, and a concurrence of the Director and JEA regarding the Qualified Sewer Projects to be funded that year, the parties will issue a Task Authorization (TA) which will identify a specific Scope of Services to be performed to complete the Qualified Sewer Project.

7.5 For those Qualified Sewer Projects where a TA is issued to JEA to complete the project scope, JEA agrees to provide the following services, as specified in the TA:

- a. Design and engineering,
- b. Procurement,
- c. Construction Management,
- d. Community Outreach,
- e. Permitting,
- f. Surveying and Mapping,
- g. Utility Locates,

- h. Scheduling,
- i. Project Accounting, and
- j. Project Document Management

7.6 The above services shall be provided by JEA at no cost to the City for approved Qualified Sewer Projects in an amount up to the Maximum Annual Contribution. All design and engineering plans prepared by JEA and/or its contractors associated with a Qualified Sewer Project shall be reviewed and approved by the Director, in its sole discretion, prior to the commencement of any Work on a Qualified Sewer Project.

7.7 Where one or more such services are to be provided by other third parties, JEA shall have no liability to reimburse the City for such costs, unless specifically agreed to between the parties. For those projects which the City elects to manage, JEA will reimburse the City for the engineering and design related portions of the work tied directly to specific Qualified Sewer Projects. Reimbursement would not include construction project management or city staff time for project management.

7.8 JEA shall pay the Sewer Capacity Fees for those sewer systems that are funded by the City, from JEA's sewer environmental fund for such projects that the City undertakes to meet its environmental obligations (TMDL and Tributary Remediation), up to an annual cap of \$650,000 ("Sewer Capacity Fee Funds"). Any of the Sewer Capacity Fee Funds not spent during the year shall carry-over each year, but at no time during the Term of this Agreement shall the total exceed \$2,000,000. Any of the carry-over Sewer Capacity Fee Funds that are not expended at the end of the Term of this Agreement shall be used within 2 years of the end of the Term or forfeited and returned to JEA. All other customer side connection fees will be paid from the City's project funding or customer.

7.9 If a TA is issued to JEA which requires real estate acquisition in order to complete the TA, all real estate acquisition services will be performed by the City of Jacksonville's Real Estate Division in accordance with the City's Code. The City will be responsible for all associated real estate acquisition costs and fees.

7.10 If a TA is issued which requires JEA to enter into contracts for construction services, material purchases, or otherwise incurs costs not specified as being paid for by JEA in

this Agreement, JEA shall invoice the City on a timely basis and shall include with each invoice sufficient detail for proper pre-audit and post-audit review. If necessary for audit purposes, the City may require and JEA shall provide additional supporting information to document invoices, procurement processes and to support diversity reporting.

7.10.1 The City shall pay JEA one hundred percent (100%) of each approved invoice. The City may withhold payment to JEA until such time as (1) project documentation submitted by JEA is deemed acceptable to the City, and (2) invoices are properly documented as stated herein. The City shall not be liable to pay JEA for JEA project-related expenses that were not otherwise authorized through this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

7.11 Where JEA may be required to reimburse the City for payments made by the City to its suppliers, the Director shall invoice JEA on a timely basis and shall include with each invoice sufficient detail for proper pre-audit and post-audit review. If necessary for audit purposes, JEA may require and Director shall provide additional supporting information to document invoices, procurement processes and to support diversity reporting.

7.11.1 JEA shall pay the City one hundred percent (100%) of each approved invoice. JEA may withhold payment to the City until such time as (1) project documentation submitted by the Director is deemed acceptable to JEA, and (2) invoices are properly documented as stated herein. JEA shall not be liable to pay the City for City project-related expenses that were not otherwise authorized through this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

7.12 In the event that JEA provides ancillary work during authorized TA Work, including, but not limited to, stormwater drainage work for the City, JEA shall receive written approval for the additional work from the Director and shall provide the Director with a written cost estimate prior to commencement of the additional work and upon completion of the additional work shall submit invoice and seek payment in accordance with provision to the City herein.

7.13 As appropriate, each TA shall include the provisions of 7.9, 7.10 and 7.11.

Creation and Agreement on the Task Authorization (TA)

7.14 In order to provide specific project assignments, the parties agree that they will mutually agree and jointly create a Task Authorization (TA). The TA may include all activities necessary to install and connect properties to central sewer service, central water service and perform supplemental storm water improvements, including such activities as roadway improvements, utility relocations, and restoration as necessary to accomplish the Project scope. Each TA, when executed, shall be made a part of this Agreement.

7.15 Each Task Authorization shall be executed by the Director and by the Vice President of Water and Wastewater for JEA, or their approved delegates.

Ownership of Assets

7.16 JEA shall own the physical water and sewer assets located in the public or specific utility rights of way at the time that the work is accepted. Water and sewer assets located outside of the utility rights of way, such as the connections from the central system to specific properties, shall be owned at that time by the then current property owner.

Upon Termination

7.17 For any TA which is active at the time of termination of this Agreement, the parties agree that they shall take the following actions:

7.18 Any active TA shall remain in effect and the project authorized by an active TA shall be completed within two years of the termination of this Agreement unless the TA is otherwise terminated by the Director. All joint program contribution and payment responsibilities shall be in affect during this two year completion period for active TAs.

7.19 Provide an equitable adjustment to provide for payment of all services, materials, and costs actually performed, incurred or rendered up to the termination date, and also including prior written contractual commitments incurred by the non-terminating party up to the date of such notice of termination, in accordance with the joint program contribution and payment responsibilities defined in this Agreement.

General Provisions

7.20 The Director shall have control over the prioritization and scopes of Work with respect to each Sewer Project. Work shall not commence on a Sewer Project until it has been approved by the Director.

7.21 This Agreement in no way requires or in any other way obligates the City or JEA to create any Task Authorizations for Work, nor does it place a requirement for JEA to perform Work defined in the City's program plan.

7.22 This Agreement in no way obligates JEA to agree to TAs it deems to not be in its best interest. In the event that Director and JEA are unable to reach mutually beneficial terms, JEA shall notify City in writing that it will not accept the TA. Such refusal shall not prejudice the City in considering JEA for future TAs.

7.23 The Director may solely determine on any basis (e.g. project-by-project basis, funding source-by-funding source basis) how and with whom it will enter into contracts for Work and which tasks, if any, are to be performed by JEA. Further, the Director may choose to split Work among several parties including JEA. The Director has the right to obtain preliminary, informal, or formal quotes, bids and proposals for projects from third parties prior to issuing TAs. JEA may or may not be included on such solicitations.

7.24 The Director has authority and rights to approve all project designs.

Limitations of Liability and Insurance

7.25 Subject to the provisions and limitations of Section 768.28, Florida Statutes, which provisions are not expanded, altered or waived, each party to this Agreement shall indemnify the other party from and against all claims, actions, causes of action or liabilities, including reasonable attorney's fees, which are caused by the negligent acts or omissions of the other party, its agents or employees, in the performance of its obligations under this Agreement. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by either party.

7.26 Each party acknowledges that the other may enter into contracts with engineers and contractors for the actual performance of the construction projects, and that the contractor shall maintain such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations. Each party shall be named as additional insured on the other party's subcontractor insurance policies except Workers' Compensation and

Employer's Liability. Insurance certificates to this effect shall be sent to JEA Procurement Services, 21 West Church Street, CC6, Jacksonville, Florida 32202 for JEA and to the City's Risk Management Division, Yates Building, 231 E. Forsyth St., Room 440, Jacksonville, FL 32202.

Third-Party Indemnification

7.27 Each party shall ensure that each subcontract contains a provision with substantially the same language as shown below, where "Company" refers to subcontractor:

7.27.1 The Company shall indemnify and hold harmless, the City (or JEA in the case of a City issued subcontract), its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, arising out of injury (whether mental or corporeal) to persons including death, or damage to property including arising out of or incidental to the performance of the Work, to the extent caused by the negligence, recklessness or intentional wrongful misconduct or breach of contract by the Company and persons employed or utilized by the Company in the performance of the Work. This indemnification shall survive the term of the Contract, for events that occurred during the Contract term. Indemnification is not limited in any way by insurance amounts.

7.27.2 The Company shall indemnify and hold harmless City (or JEA in the case of a City issued subcontract), its officers, directors, agents and employees from any damage, liability, claim or judgment arising out of its breach of Contract with JEA (or City in the case of a JEA issue subcontract).

7.27.3 Company's indemnification of City (or JEA in the case of a City issued subcontract) shall include any loss or damage to persons or property consequent upon the use, misuse, or failure of any items used by the Company or any of its subcontractors, even though the same items may be furnished or lent to Company or any of its subcontractors by City, JEA or by other companies. Company's, or its subcontractor's, acceptance or use of any items shall be construed to mean that Company accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or

failure of such items whether such injury or damage be to its own employees or property, or to the employees or property of the JEA, its subcontractors, City, or otherwise.

Right To Audit Records

7.28 Each party agrees that the other or its duly authorized representatives shall have access to examine any of its books, documents, papers, and other records involving transactions related to this Agreement. Each party shall preserve all such records relating to each TA for a period of not less than three years after completion and Acceptance of each TA. In the event an audit is initiated within three years, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall provide proper facilities for access to and inspection of all required records.

Force Majeure

7.29 No party shall be liable for any default or delay in the performance of its obligations under this Agreement due to an act of God or other event to the extent that: (a) the non-performing party is without fault in causing such default or delay; (b) such default or delay could not have been prevented by reasonable precautions; and (c) such default or delay could not have been reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. Such causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes.

7.30 In the event of any delay resulting from such causes, the time for performance of each of the parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in this Agreement.

7.31 In the event of any delay or nonperformance resulting from such causes, the party affected shall promptly notify the other in writing within three business days of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including change orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

Procurement Code

7.32 As required by Section 126.108, *Ordinance Code*, in its performance of this Agreement, JEA must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances (hereinafter collectively referred to as the "*Laws*"), with respect to the Work, as such Laws exist and may be amended from time to time. Such Laws shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law).

Records Retention

7.33 In addition to other requirements in this Agreement, JEA and its subcontractors must establish and maintain books, records, contracts, subcontracts, papers, financial records, supporting documents, statistical records, goods, services and all other documents, in whatsoever form or format including, but not limited to electronic storage media, (for purposes of this Section 7, hereinafter referred to as the "*Records*") sufficient to reflect all receipt and expenditures of funds provided by City under this Agreement.

7.34 JEA must retain all Project Records pertinent to this Agreement for a period of five (5) years after completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the Records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to City. Records shall be retained for longer periods when the retention period exceeds the time frames required by law or ordinance.

7.35 To the extent that JEA uses subcontractors in the performance of the Work under this Agreement, or assigns this Agreement with prior City consent, JEA must include the aforementioned audit, inspections, investigations and record keeping requirements in all subcontracts and assignments.

7.36 JEA shall maintain financial and accounting records and conduct transactions in accordance with generally accepted accounting principles and Florida Statutes. These financial records shall be maintained in such a manner so as to permit positive and ready identification at all times of any funds received by JEA from City.

Conflicting Provisions

7.37 If any provision hereof is found to be in conflict with any TAs or other or attachments hereto, the order of precedence shall be as follows: this Agreement as most recently amended; the TA authorizing the Work at issue as most recently amended; other TAs with the most recent TA having more weight than earlier TAs; then other relevant attachments.

Section 8 -Miscellaneous Provisions

Assignment of Agreement

8.1 Each party agrees that it shall not, assign, delegate, or otherwise dispose of this Agreement, the duties to be performed under this Agreement, or the monies to become due under this Agreement without the other party's prior written consent.

Survival

8.2 The obligations of City and JEA under this Agreement that are not, by the express terms of this Agreement, fully to be performed during the Term, shall survive the termination of this Agreement.

Cumulative Remedies

8.3 Except as otherwise expressly provided in this Contract, all remedies provided for in this Contract shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

Nonwaiver

8.4 Failure by either party to insist upon strict performance of any of the provisions of the Contract will not release either party from any of its obligations under this Agreement.

Notices and Correspondence

8.5 All notices required or permitted under this Contract shall be in writing and shall be deemed received if sent by one of the following means: (a) upon receipt if delivered by hand; (b) one day after being sent by an express courier with a reliable system for tracking delivery; (c) three days after being sent by certified or registered first class mail, postage prepaid and return

receipt requested; or (d) upon confirmed facsimile transmission provided that a copy shall be sent by another of the foregoing means. All notices shall be addressed by a party to the other party as follows:

If to JEA, such notice shall be addressed to JEA at:

JEA
Attention: Nancy A. Kilgo, Director, Government Relations
21 West Church Street, T-16
Jacksonville, FL 32202
KilgNA@jea.com

JEA
Attention: Brian Roche, VP/GM Water and Wastewater
21 West Church Street, T-16
Jacksonville, FL 32202
RochBJ@jea.com

Office of General Counsel
Attention: Government Operations
117 West Duval Street, Suite 480
Jacksonville, FL 32202
JodyB@coj.net

If to the City, such notice shall be addressed to the City at:

City of Jacksonville
Office of the Mayor
Attention: Chief Administrative Officer
117 West Duval Street, Suite 400
Jacksonville, FL 32202
SMousa@coj.net

City of Jacksonville
Attention: John Pappas
214 Hogan Street North, Suite 1026
Jacksonville, FL 32202
Pappas@coj.net

with a copy to:

City of Jacksonville
Office of General Counsel

Attention: Government Operations
117 West Duval Street, Suite 480
Jacksonville, FL 32202
JodyB@coj.net

Either party may change its address from time to time upon prior written notice to the other specifying the effective date of the new address.

Headings

8.6 The headings used are for convenience only and they shall be disregarded in the construction and interpretation of this Agreement.

Governing Law

8.7 This Agreement shall be construed and interpreted according to the laws of the state of Florida.

Entire Agreement

8.8 This Agreement, upon execution by City and JEA, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

[Signatures on next page.]

IN WITNESS WHEREOF, the City of Jacksonville, Florida has caused this Agreement to be executed on the day and year written below in its name by the Mayor, and JEA has caused this Agreement to be executed on the day and year written below in its have by its duly authorized representative.

CITY OF JACKSONVILLE

Leah Curry
Leah Curry, Mayor

Date 3/22/16

ATTEST:

John C. Sawyer
John C. Sawyer, Corporation Secretary
JR



In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

[Signature]
Director of Finance

CITY Contract Number: N/A

FORM APPROVED FOR CITY:

By [Signature]
Office of General Counsel

JEA

Tom Petway
Tom Petway, Chair

Date 3-15-2016

[Signature]
Delores Kesler, Secretary

Date 3-15-2016

FORM APPROVED FOR JEA:

By [Signature]
Office of General Counsel

Section E – 2030 Comprehensive Plan – Septic Tank Construction Policies

2030 Comprehensive Plan - Septic Tank Construction Policies

Conservation/Coastal Management Element

Policy 2.1.9

The City will prohibit, in areas determined to be prime Floridan Aquifer recharge lands, industrial activities, septic tank use in subdivisions, and commercial activities utilizing or producing hazardous materials as identified by the Florida Department of Environmental Protection.

Objective 2.2

The City shall require the proper disposal and reuse of wastewater for all non-sanitary purposes where connections are available.

Policy 2.2.1

The City shall continue to identify and prioritize septic tank problem areas and shall revise, when appropriate, regulations governing the design, location and maintenance of septic tanks.

Policy 2.2.2

The City shall require the proper disposal of wastewater in accordance with Objective 1.2 and its supporting policies in the Infrastructure Element Sanitary Sewer and EPB Rule 3.

Policy 2.3.3

The City will continue to update the Master Stormwater Management Plan (MSMP) and coordinate with the Water Sewer Expansion Authority (WSEA) to ensure that the necessary stormwater system infrastructure is in place within the 22 targeted septic tank phase-out areas.

Policy 4.1.3

The following performance standards shall apply to all development, except public utilities and roadways, permitted within Category I, II, and III wetlands:

(e) Septic tanks

Septic tanks, drainfields and/or greywater systems are located outside the Category I, II, or III wetland area and not within 75 feet of the mean high water line of tidal bodies or within 75 feet of any wetland unless the Duval County Health Department grants a variance for a hardship case pursuant to the provisions of Section 381.0065, F.S. Where public utilities are available, development is required to connect to these facilities; and

Policy 6.4.2

The City shall promote the Septic Tank Enforcement Program proposed by the River Accord partnership in order to ensure proper installation, inspection and maintenance of septic systems.

Policy 6.6.5

The following items should be addressed in future watershed management cycles to ensure the most accurate information is utilized for future TMDL allocations:

- (i) Failing Septic Tanks – Additional research specific to the conditions in the Lower St. Johns River Basin is needed to quantify the loads associated with failing septic tanks in the watershed. Considerations such as water table elevation, soils and system design could be important to the amount of nutrient load contributed to surface waters by a failing system. Improved estimates would document the benefits of removing these systems, which would influence management and funding decisions.

Future Land Use Element

Policy 1.2.9

Require new development and redevelopment in the Central Business District, Urban Priority Area, Urban Area, and Suburban Area to be served by centralized wastewater collection and potable water distribution systems when centralized service is available to the site. New septic tanks in this area maybe permitted only as interim facilities pursuant to the requirements of the Sanitary Sewer Sub-Element.

Policy 1.2.10

JEA shall continue to extend water and sewer systems to portions of the Urban Priority Area, Urban Area, and Suburban Area urban and suburban area currently served by septic tanks, giving priority to areas with malfunctioning septic tanks and areas unsuitable for septic tanks. JEA shall include the Planning and Development Department in the review of all extension or expansion plans for utility services to ensure urban growth is directed to areas suitable for development.

Infrastructure Element – Aquifer Recharge Sub-Element

Policy 1.3.17

The City will prohibit, in areas determined to be prime Floridian Aquifer Recharge Lands, industrial activities, septic tank use in subdivisions, and commercial activities utilizing or producing hazardous materials as identified by the Florida Department of Environmental Protection and pursuant to Chapters 470 & 366 (Septic Ordinance/Fertilizer Ordinance) City of Jacksonville Municipal Code.

Infrastructure Element – Sanitary Sewer Sub-Element

Objective 1.2

In order to discourage urban sprawl and prevent adverse impacts to groundwater, surface water, and quality of life, the City will require that all non-regional wastewater treatment facilities identified pursuant to Environmental Protection Board (EPB) Rule 3 discontinue operation by 2010. Additionally, the City shall continue to regulate the use of on-site disposal facilities to assure compliance with federal, State, regional, and local regulations, and install regional facilities in accordance with the Capital Improvements Element in order to reduce the number of septic tanks in new developments.

Policy 1.2.3

The City shall not permit septic tanks for the disposal or discharge of industrial wastes.

Policy 1.2.4

Existing septic tanks for estimated wastewater flows of 600 or less gallons per day (gpd) shall connect to the collection system of a regional utility company provided that gravity service is available via a facility within a right-of-way or easement, which abuts the property.

Policy 1.2.5

Existing septic tanks for estimated wastewater flows exceeding 600 gallons per day (gpd) shall connect to the collection system of a regional utility company provided that a facility abuts or is within 50 feet of the property.

Policy 1.2.6

Within the Suburban Boundary Map as defined in the Future Land Use and Capital Improvements Elements, new septic tanks will be forbidden pursuant to the Septic Environmental Protection Board – Rule 3; however, they may be permitted as interim facilities, provided the following requirements are satisfied:

1. Single family/commercial (estimated flows of 600 gpd or less):
 - a. Requirements of Chapter 64E-6, Florida Administrative Code (F.A.C.) are accommodated.

Planning and Development Department
March 4, 2014

Page | 2

- b. The collection system of a regional utility company is not available through gravity service via a facility within a right-of-way or easement which abuts the property.
- 2. Commercial (above 600 gpd)
 - a. Requirements of Chapter 64E-6, F.A.C. are accommodated.
 - b. The collection system of a regional utility company is not within 50 feet of the property.
- 3. Subdivision (commercial or single family):
 - a. Requirements of Chapter 64E-6, F.A.C. are accommodated.
 - b. The collection system of a regional utility company is greater than 1/4 mile from the proposed subdivision.
 - c. Each lot is a minimum of 1 acre unsubmerged property.
 - d. Alternative (mounded) systems are not required.

Policy 1.2.7

Subdivisions permitted under the criteria of Policy 1.2.6 above shall be required to install dryline sewer systems when programmed improvements are identified in the Capital Improvements Element which will make connection to the JEA Collection System available within a five (5) year period.

Policy 1.2.8

The City shall continue the effort to phase out septic tanks in defined failure areas in conformance with Chapter 751, Ordinance Code (Septic Tank Superfund).

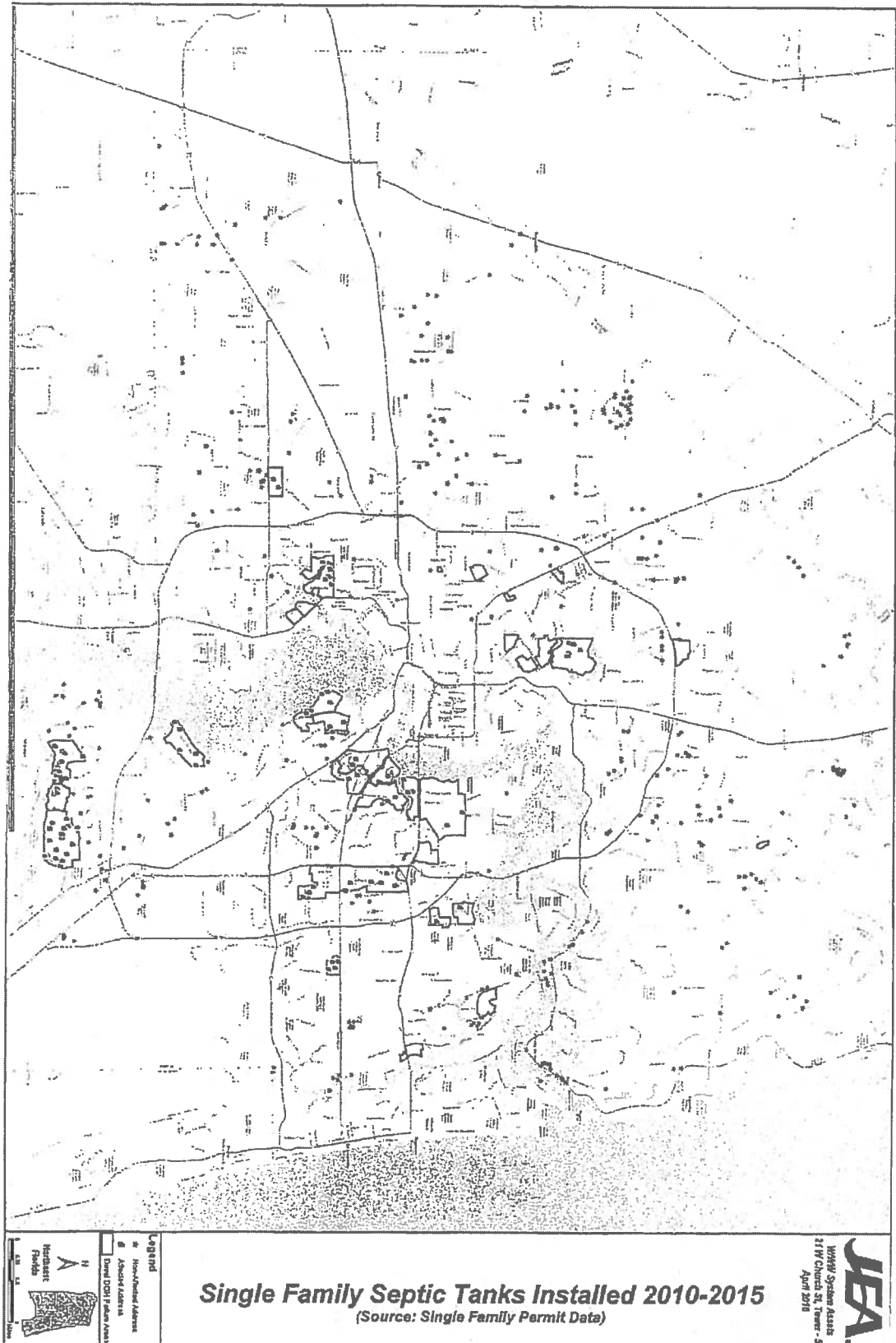
Policy 1.2.9

Septic tanks shall be permitted in Rural Areas, provided they meet the requirements of Chapter 64E-6, F.A.C., and that all lots created after shall have a minimum of 1 acre of un-submerged property.

Definition

Septic Tank - Any in-ground or above-grade wastewater treatment facility discharging an effluent to the ground or surface waters of under 5,000 gallons per day (gpd). Or an underground tank used for the deposition of domestic-type wastes. Bacteria in the waste decomposes the organic matter, and the sludge settles to the bottom. The effluent flows through drains into the ground. Sludge must be pumped out at regular intervals.

Section F – Map of Single Family Septic Tanks Installed 2010-2105




Section G – Review of other municipal septic tank programs
(Excerpts from November 9, 2015 Report of Water and Sewer Expansion)

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE
117 WEST DUVAL STREET, SUITE 480
JACKSONVILLE, FL 32202
PHONE: (904) 630-1700



To: Special Committee on the JEA Agreement
Honorable Council Member Bill Gulliford, Chair
Honorable Council President Greg Anderson
Honorable Council Member Lori Boyer
Honorable Council Member Reginald Brown
Honorable Council Member Matt Schellenberg

Copy: Sam Mousa, Chief Administrative Officer
Mike Weinstein, Chief Financial Officer
Allison Korman Shelton, Director of Intergovernmental Affairs
Jeff Clements, Chief of Research
Paul McElroy, JEA Managing Director and Chief Executive Officer
Melissa Dykes, JEA Chief Financial Officer
Margaret Sidman, Deputy Office of General Counsel

From: Jody L. Brooks, Chief, Government Operations Department 

Re: Report on Water and Sewer Expansion

Date: November 9, 2015

The Special Committee on the JEA Agreement (the "Committee") has asked for an analysis as to whether JEA can legally pay or contribute to infrastructure costs associated with extension of water and sewer lines into existing neighborhoods that are currently served by privately owned water wells and onsite sewage treatment systems ("OSTS" or "septic tanks"). This will be covered in Part One in this report.

In addition to the question being presented, the Committee has asked for a history of the JEA water and sewer system and past efforts of the City, the Water and Sewer Expansion Authority (the "WSEA") and JEA regarding the extension of water and sewer lines, a review of current policies and other community's efforts and suggested funding solutions to extend water and sewer infrastructure into already existing communities. This will be covered in Part Two of his report.

Other Community Programs

In 2008, the WSEA did a review of approximately 100 cities and counties across the country on how others were funding septic tank phase-outs. WSEA narrowed the review and did thorough analysis on the following four communities. Other than Sarasota County, I have not done any independent review or studied the progress of the other three communities studied by WSEA.

Broward County, FL

- Large number of septic tanks targeted
- Broad approach to elimination including neighborhood improvement
- No capital costs or connection fee to homeowners

Charlotte County, FL

- Large number of septic tanks
- Long history in developing program
- Area assessments for capital costs
- Low pressure sewer approach
- Septic tank management program

Sarasota County, FL

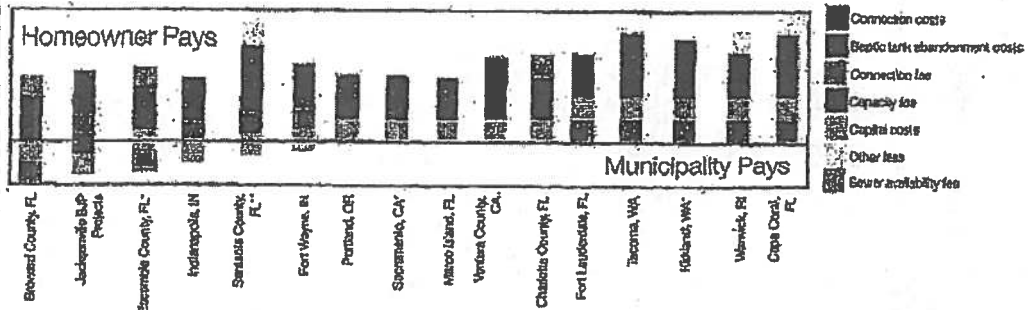
- Large number of septic tanks
- Long history of developing program
- Innovations in recovering costs
- Incentives and rebates to homeowners

Indianapolis, IN

- Large number of septic tanks
- Consolidated city-county government (like Jacksonville)
- Flat terrain, poorly suited soils for septic tanks (like nearly all of Florida)
- Well-defined program as part of larger initiative
- Customer wide rate and connection fee increases for funding

Below is a slide from a WSEA Board workshop, July 9, 2008, regarding some of the results from the WSEA study. In most instances, the burden to pay for most or all of extensions of water and sewer is on the property owner.

We found that in every case homeowners contributed to the cost of the program in some manner



Initial cost to homeowners typically ranged from \$800 to \$8,000

Key financial findings from the WSEA 2008 study:

- All programs must be financially viable. Recovery of costs was number one priority for each entity.
- Sewer availability is charged regardless of connection.
- Reliance on and expectations of grant funding costs programs in delays.
- Costs of connection were always the responsibility of the homeowner.
- A means for all homeowners to finance is offered if they are expected to shoulder a large part of the burden.
- No other entities that were interviewed had an ordinance that permitted deferral of connection to the sewer system.

Attached at Tab E is a copy of the full WSEA workshop presentation that I have relied on in providing the information in this section of the report.

Sarasota Phillippi Creek Septic System Replacement Program

Sarasota County is in the midst of a multiyear utilities project with the stated purpose to protect public health and to safeguard the environment. The septic system replacement program was initiated to improve wastewater treatment for homes and businesses. Central sewer lines and other needed infrastructure are replacing individual septic systems and small, private package wastewater treatment plants in many Sarasota County neighborhoods. About 14,000 septic tanks will be replaced over the life of the project. All properties within those project boundaries will be assessed when the work is done.

When the central sewer construction is complete, the roads in each area will be resurfaced. This new surface will eliminate potholes, uneven surfaces and the "patchwork" look of existing roads. The resurfacing will increase the life expectancy of the streets and enhance the entire area.

The property owner's guide to the mandatory sewer connection program is attached at Tab F. Of particular interest is the table of customer costs for single family homeowners on page 5 of the guide. Sarasota County will charge a Sewer Readiness-to-Serve Charge once sewer service is available even if the property is not connected to the sewer system. Incentives for early connection and assistance for customers with limited income is also addressed in the guide.

Recent Research and Outreach

Jeff Clements conducted some independent research concerning how other communities fund water and sewer extension in their communities and reported the following information:

City of Tampa: the Water Department is an enterprise fund producing an average of 68 mgd annually for 124,000 customers. The department's capital budget was \$36.7 million in FY15, of which \$35.2 million was funded from water system operating revenues and \$1.5 million of tax exempt financing from the city's Transportation Division. Included in the capital budget for FY15 was \$8.6 million for system expansions including extensions of potable and reclaimed water transmission mains. The Wastewater Department treats an average of 50 mgd. The department's capital budget for FY15 was \$35.4 million and focused on repairs and restoration of an aging system, no new extensions.

Jeff Hilton of the department stated that they don't currently have a process for doing infill development unless the cost is provided by a developer, which the city will sometimes supplement to a small degree to add extra capacity to the mains to allow additional customers to tap in the future. He personally believes it would be in the city's best interest to provide some sort of subsidy to do infill development, but development in Tampa is booming and the department's budget is dominated by extending capacity to meet new growth needs. The city used to have a program that split the cost of installing new water and sewer mains 50/50 with the adjacent property owners, but they haven't done that in the last 5 to 10 years. They hope to be able to find some state grant funding to remove septic tanks to help meet their BMAP nutrient reduction targets.

Hillsborough County: the Public Utilities Department is an enterprise fund providing water and sewer services to customers in unincorporated portions of the county. Hillsborough County has adopted a formal policy providing that funding to expand the existing utility system shall be obtained through capacity fees (tap fees), past earnings of the system, grants (including the Community Investment local option sales tax), proceeds from bonded Capacity Assessment Units, and un-bonded Capacity Assessment Units.

Broward County: the Water and Wastewater Division of the Public Works Department serves approximately 56,530 water and sewer customers and an additional 2,850 sewer-only customers and wholesales water to the City of Coconut Creek to serve another 55,000 customers. Greg Balicky reports that the utility uses annual operating revenues to fund a small line item (currently \$700,000 per year) to perform short main extensions to pick up well and septic tank users. The county has not adopted the state-authorized waiver to mandatory sewer connection when a sewer line becomes available, and begins charging the adjacent properties when the line is installed which generally incentivizes the property owners to have their septic tanks removed and connect to the public system.

City of Tallahassee: Gordon Kline reports that Your Own Utilities (YOU) generally finances expansion of its water and sewer systems by means of a Systems Charge (essentially an impact fee) which is based on a periodic full rate study that analyzes the current cost of operations and projects the cost of system expansion needs for the next five years and uses those figures to calculate separate system charges to be levied for connection to the water and sewer systems. The System Charge Fund pays for most of the cost of extending lines to smaller infill neighborhoods, while bond funding is used to pay the costs of expanding to larger new developments. System Charge Funds are used as a revenue pledge for the payment of the bond issues. The city does offer a low interest loan program to spread the cost of system charges over 5 to 10 years. The system charge for sewer connections currently runs about \$7,000 - \$9,000, the water system charge is less. The City does not force property owners to hook up to a new sewer line until the septic tank fails. The city may also do some minor line extensions using surplus utility renewal and replacement funds if available.

Palm Beach County: Steve McGrew reported that the county charges the full cost of water and sewer line extensions to the benefitting properties via tap fees and capacity charges, with a 20 year payment plan available including a lien on the property. In the 1980s the county began doing infill projects using special assessments, and has connected approximately 10,000 properties over the last 25 years. The Health Department makes the call on whether hookup to a sewer line is mandatory after the line becomes available, and he thinks the Health Department makes that decision in part based on how much liquid the property produces per day (less or more than 600 gallons/day).

Mr. McGrew said that the county has tried a variety of mechanisms over the years to accomplish septic tank phase-outs, which is a difficult and expensive problem. One mechanism was to create a CRA in a target area, use CDBG funds to pay some of the up-front capital costs, and then apply the tax increment generated by the district to the remainder of the installation costs over time. Another mechanism was to use SHIP "Hardship A" grant funds to pay for connection of homes in low-income neighborhoods to public sewer, with the funds being made available to the

property owners as conditional grants – basically no-interest loans payable upon sale of the property. Another mechanism was installing small 1-horsepower grinder pumps at each property with a 2-3 inch force main to the public sewer main – basically hundreds of individual lift stations. The property owner is responsible for the electric cost, but the county is responsible for maintenance of the pumps, which is problematic. The county has also experimented with vacuum sewer systems which work by creating negative air pressure at the sewage treatment plant or pump stations and sucking sewage pneumatically from homes and businesses to centralized pump stations or to the treatment plant.

Mandatory Connection

Although §381.00655, Florida Statute, requires mandatory connection within 365 days of written notice of the availability of a central sewer system, the City provides for a variance process to mandatory connections. Under Florida law, the City can require mandatory connection upon availability of the service and can charge a service availability fee if property owners do not connect. If private wells and septic tanks are fully in compliance and performing correctly, a City taking a position and proposing legislation to make the connections mandatory or charging an availability fee could be politically challenging.

Special Assessment

Chapter 170, Florida Statutes, provides for a supplemental and alternative method of making local municipal improvements that includes water and sewer system improvements. The method and process for declaring the special assessment is provided by statute. For a special assessment to be valid under Florida law, the assessment must satisfy a two-pronged test. First, the assessed property must derive a special benefit from the improvement or service provided by the assessment. Second, the special assessment must be fairly apportioned among the benefited properties. In determining if these two criteria have been met, the courts defer to the enacting body's legislative findings unless the decision is arbitrary. A copy of the statute is attached at Tab G.

Although this statute appears to be specific to municipalities, an enumerated power, Section 21.04(w) in the JEA Charter states:

To exercise all powers granted to the city with regard to sewage collection and disposal and to water supply pursuant to chapters 170 and 180, Florida Statutes, including the issuance of bonds or notes in anticipation thereof payable from special assessments under said chapter.

It appears that the City anticipated the ability to use special assessments under Florida law as a tool to assist with a capital funding for water and sewer extensions to existing neighborhoods.

Items to for Consideration

- Survey of current interest and need
 - water line extension
 - sewer line extension
- Mandatory vs. voluntary participation
- Limit the number and ability to install new septic tanks
- Create incentives to increase connections where lines exist
- Charge a service availability fee when service is available
- Use the special assessment process as provided for by Florida Statute, Chapter 170
- Promote UTIP program and seek project funding through CDBG grants
- Dedicated staff member to work with neighborhoods and coordinate efforts

TAB F



**A. Property Owner's Guide to Mandatory Sewer Connection
Phillippi Creek Septic System Replacement Program
(Low Pressure Sewer System)**

It's time to connect!

Thank you for your patience during construction of the sewer system in your neighborhood. The system is now ready for your property to be connected to central sewer service and properly abandon all on-site sewage treatment and disposal systems (i.e., a septic tank, a laundry wastewater system, grease trap, pump tank, composting toilet, etc.) subject to Department of Health Rule 64E-6, Florida Administrative Code, Section 125-58 of the Sarasota County Code requires connection to the county's central sewer system within 365 days of receiving notice of availability. A flat sewer rate will commence on the 366th day from the date of this notice even if you have not initiated the process to connect (see Sewer Readiness-to-Serve Charge on page 4) and you will be billed on a monthly basis or it will be added to your account if you're an existing utility customer. Incentives to connect within 90 days are available as outlined on page 5.

Please follow these step-by-step instructions. Contact information and phone numbers for offices referenced in this guide are listed on page 4.

Step 1: Are you going to finance your sewer connection fees through the county (see page 5)?

If yes, then proceed to step 3.

If no, then proceed to step 2.

Step 2: Are you going to apply for assistance with limited income (see page 6)?

If yes, please contact Office of Housing and Community Development at (941) 951-3640 for further information.

If no, please proceed to step 4.

Step 3: The capacity fee amount required for the sewer connection is \$2,627.16 per 1 EDU. Please contact Utilities Connections to discuss installment program requirements. Should you wish to visit our office to complete the required documentation, please contact Utilities Connections in advance to schedule an appointment. By appointment only, notary service is available at our office for your convenience. For this appointment you will need:

- All owners must be present with photo identification (i.e., driver's license).
- Completed Installation and Maintenance Agreement with notary (if you will be choosing this option, please call Utilities Connections to get this document issued).
- Completed Application for Sewer Service (enclosed as page 15).
- If you will be requesting a septic system repair/replacement credit, please provide the necessary documentation as required (see page 6).
- Completed Agreement for Installment Payment Plan (enclosed as page 16). All owners need to sign.
- Real Property Lien must be notarized (enclosed as page 17). All owners' signatures are required and witnessed.
- Check payable to Sarasota County Public Utilities for \$25 for the installment program application fee (this may also be billed if you have a current utility account with Sarasota County).
- Check payable to Clerk of Court for \$14.70 per 1 EDU, for recording fees and intangible tax.
- Mail the completed financing paperwork to:

Sarasota County Utilities Connections, P.O. Box 2553, Sarasota, FL 34230

You may deliver your paperwork to our office at 1001 Sarasota Center Blvd, Sarasota. Please call ahead so a coordinator from our department can accept your paperwork. A receipt will be mailed to you.

Step 4: The capacity fee amount required for the sewer connection is \$2,627.16 per 1 EDU. If paying this fee in full, you will need to provide us:

- Completed Installation and Maintenance Agreement with notary (If you will be choosing this option, please call Utilities Connections to get this document issued).
- Completed application for sewer service (enclosed as page 15).
- Photo identification such as a driver's license.
- Most recent property tax bill.
- Check payable to Sarasota County Public Utilities for the amount of \$2,627.16 per 1 EDU. A receipt will be mailed to you.
- Mail the completed application paperwork to:
Sarasota County Utilities Connections, P.O. Box 2553, Sarasota, FL 34230-2553
You may deliver your paperwork to our office at 1001 Sarasota Center Blvd, Sarasota. Please call ahead so a coordinator from our department can accept your paperwork. A receipt will be mailed to you.
Please note — If you qualify for septic tank replacement credits, see pages 6 & 8. Utilities staff will assist you in calculating credits and your credit options.

Step 5: Perform the on-lot work. You will need to:

- Contact licensed plumbers for estimates for the following:
 1. Securing the required permits and inspections,
 2. Installing the gravity connection from the house to the pump pit and the 1 1/2" or 2" low pressure piping from the pit to the street connection.
 3. Abandoning your septic system.
- Contact a licensed electrician who must apply for electrical permit to install the control panel and disconnect, and to make all final electrical and control connections.
- Plumbing permit must be applied and acquired from Permitting and Inspections at 1001 Sarasota Center Blvd., 941-861-6678. The permit fee is \$90 (subject to change). This permit can also be applied for on line at www.scgov.net.
- Public Works must be called at 941-660-0022 or 941-915-4533 in order to schedule the County's Contractor to install the low pressure pump and pit. Please have the plumbing permit number available when you call. A Utilities representative will coordinate the pump and pit installation, inspect the plumber's connection to the tank and his service connection at the street.
- Septic tank abandonment permit must be applied and acquired from the Department of Health at 1001 Sarasota Center Blvd., Sarasota, 941-861-6133. The permit fee is \$75 (subject to change).
- Plumbers must install the gravity connection from the house to the pump pit and the 1 1/2" or 2" low pressure piping from the pit to the street connection provided.
- The septic tank must be pumped out and properly abandoned by a licensed plumber.

Homeowners who reside at the property may do all this work except abandoning the septic system, which must be performed by a licensed plumber. Homeowners intending to perform their own on-lot work should call 941-861-6678 for further permitting information.

Step 6: The following inspections are required:

- Permitting and Inspections at 941-861-6678 to schedule a plumbing inspection.
- Department of Health at 941-861-6133 to schedule the inspection of the septic tank abandonment. This abandonment must be performed within 90 days of connection to the central sewer system.

Step 7: Early Connection Incentive: Please see page 6.

Step 8: Please Contact Public Works at 941-660-0022 or 941-915-4533 if you need any assistance with service locations, or other technical information.

Please see below for the contact numbers:

AGENCY CONTACT INFORMATION			
Agency	For assistance with	Phone	Address
Utilities Connections	Connection fee amounts, installment payment requirements and appointments.	(941) 861-6767	P.O. Box 2553 Sarasota, FL 34230
Utilities Customer Service	General utilities customer service inquiries for billing questions.	(941) 861-6780	P.O. Box 2553 Sarasota, FL 34230
Permitting and Inspections	Plumbing/electrical permit information, schedule a plumbing/electrical inspection.	(941) 861-6678	1001 Sarasota Center Blvd. Sarasota
Public Works	Schedule the County's Contractor to install the low pressure pump and pit. Service locations or other technical information.	(941) 650-0022 (941) 915-4533	1001 Sarasota Center Blvd. Sarasota
Sarasota County Department of Health	Schedule inspection for septic tank abandonment and apply for a septic tank abandonment permit. Please note a state-licensed contractor must abandon the septic system.	(941) 861-6133	1001 Sarasota Center Blvd. Sarasota
Office of Housing and Community Development	Deferred payment loan for asset- and income-eligible homeowners.	(941) 851-3640	111 South Orange Ave. Sarasota

Customer Costs – Single Family Home

Single-family homes that are required to connect to the Sarasota County central sewer system when the service becomes available in their neighborhood are subject to fees and rates approved by the Board of County Commissioners of Sarasota County, Rate Resolution No. 2013-187 as maybe amended and replaced and are subject to change:

Item	Description	Amount	Details	Additional Information
1	Sewer Capacity Fee	\$2,627.16	Financing is available for up to 20 years at 3.00% interest, billing is separate from the monthly utility bill and is billed monthly.	This fee must be paid in full or be financed at the time of application for service. This is the customer's share of costs to build and maintain wastewater treatment plants and related facilities. All new customers that connect to the county's central sewer system pay this fee. The current capacity fee is \$2,627.16 for a single family home. Please contact Utilities Connections for more information and requirements. If financed, there is a \$25.00 loan application fee and a \$14.70 fee for intangible tax and documentary stamp. The financed amount may be paid in full at any time with no penalty. The county requires any balance to be paid in full if the property changes ownership for any reason.
2	Sewer Readiness-to-Serve Charge	Estimated charge is \$34 - \$63 per month, based on average water use of 3,000 - 6,000 gallons. Customers that use a well for drinking water pay a flat fee of about \$46 per month.	Once connected sewer service will be billed monthly at \$14.89 per month plus \$7.64 per 1,000 gallons capped at 10,000 gallons.	Billing of the base charge of \$14.89 per month commences one year after notification that sewer service is available even if the property is not connected to the county's sewer system.
3	Sewer Surcharge	\$19 billed monthly.	There is no pay off amount for this fee at this time.	This surcharge is to off-set the remainder of the cost of the sewer collection system that is not included in the non-ad valorem assessment. Billing of this fee commences one year after notification that sewer service is available even if the property is not connected to the county's sewer system.
4	Non-ad Valorem Assessment	\$165 billed annually with property taxes for a minimum of 20 years, OR \$2,345, if paid in full at the time of application for service.	This fee is not required to be paid in full as it is an automatic assessment that occurs.	The non-ad valorem assessment covers the cost of the sewer collection system in your neighborhood. It is not required to be paid in full in advance and is billed annually on property tax bills. Owners are not required to file anything. The amount of pay off varies depending on the year of construction; please call for correct amount if paying it off in one lump sum.
5	On-lot Expenses	Varies, dependent on site-specific conditions.	Plumbing costs vary so it is recommended that several quotes be obtained.	This is the cost of abandoning customer's septic system and connecting the home to central sewer. The property owner pays this amount directly to the plumber hired to perform the work.

Assistance for Customers with Limited Income

Assistance is available to owner occupied income eligible property owners through a loan offered by the Sarasota Office of Housing and Community Development. Assistance is limited and applications are accepted on a first-come first-served basis. Enclosed is a pamphlet describing the requirements. Please call (941) 951-3640 for information.

Early Connection Incentive Credit

If the following requirements are met, the county will credit the property owner up to \$1,000 per connection toward on-lot costs associated with abandoning the septic system and installing a pipe to connect the house drain to the central sewer system. Within 90 days of notification that service is available to the property, the homeowner must have completed the following:

- Provided an original paid-in-full receipt from a Florida licensed plumber for the on-lot work and/or submit original receipts for materials if the homeowner performs part of the work. Photocopies of invoices or receipts will not be accepted. Labor by the homeowner is not reimbursable, only material costs.
- Provided proof that your property has passed the plumbing inspection by Planning and Development Services and the proper abandonment of all on-site sewage treatment and disposal systems completed (any septic tank; any laundry wastewater system, grease trap, pump tank, composting toilet, etc.).

The credit will first be applied towards any capacity and connection fees, if financed. If you owe any money to Sarasota County Utilities for any previously existing utility account or loan, that amount will be subtracted from the credit/rebate amount. If the previously mentioned requirements are met and if the capacity and connection fees were paid in full, the county will generate a rebate check and mail it to you.

If the property owner has made all reasonable efforts to connect the property to the county system within the 90 day period but, through circumstances beyond the property owner's control, connection cannot be made within that 90 day period, the property owner may contact Utilities Connections to request an extension, not to exceed 45 days. This request should be received PRIOR to the 90 day expiration period. No extensions greater than 45 days will be approved. Please call Utilities Connections for instructions on requesting an extension.

Credit for Septic System Repair or Replacement

If the following requirements are met, the county will provide a pro-rated credit for septic system repairs/replacement that were incurred by the current property owner and were permitted by the Department of Health within the last ten (10) years that cost \$1,000 or more, and you can provide the county with proof of payment for the work (does not include routine maintenance). The maximum credit is based on when the repair or replacement cost was incurred and cannot exceed \$1,560.* If approved, this credit would first be subject to any monies due Sarasota County Utilities (including financed amounts). All necessary documents must be submitted to Utilities Connections office within 24 months after receipt of the Notice of Sewer Availability and Mandatory Connection to be eligible for the credit.

Period from date of repair to date of Notice of Availability	% of Reimbursable	Maximum Amount of credit Available*
1 year	95%	\$1,560
2 years	90%	\$1,478
3 years	85%	\$1,396
4 years	80%	\$1,314
5 years	75%	\$1,232
6 years	70%	\$1,149
7 years	65%	\$1,067
8 years	60%	\$985
9 years	55%	\$903
10 years	50%	\$821

*In no event shall the credit exceed the costs of repair. The incentive and credit will be applied to one septic system per property.

**Phillippi Creek Septic System Replacement
Frequently Asked Questions
Low-Pressure Installations**

What determines which technology or design will be used in different locations? Why not select one technology that works in all locations?

The county and its engineers researched the most efficient and affordable technology appropriate for local conditions. Where lot elevation is low or the home is a great distance from the county's right-of-way, a low pressure system that uses a grinder pump will be necessary to move the wastewater from the house uphill to a centrally-located lift station.

How will the pump get wastewater up to the road or up the hill?

The selected pump is capable of pumping wastewater at 25 gallons per minute (gpm) up to a height of 60' vertically.

Where does the electrical panel for the pump need to be located?

On the outside of the residence for ease of maintenance by the county, and as close as possible to the main house electrical panel to minimize the homeowner's internal wiring costs.

How close does the grinder pump pit need to be to the electrical panel?

The pump pit must be located within 40' of the county-supplied and maintained control panel, due to the length of the service cord (50'), and in order to avoid outside junction boxes.

What if I already have a pump? Can I use it?

The pump system must meet the county's specifications, as the county will be responsible to maintain the pump and control panel. In all likelihood, a septic system pump will not meet the high head pump specification required by the county.

What if we have two septic tanks?

The owner will be responsible for the connection of the two septic tank lines into one. The pump chamber will be located downstream of this connection.

Can neighbors tie in together instead of having two lines running side by side out to the street?

No.

Why do I need permits?

A plumbing permit is required to construct the pump and piping system.

A Department of Health Permit is required to crush a septic tank and abandon a septic system.

An electrical permit is required to install the control panel and disconnect, and to make all final electrical and control connections.

How will I know that service is available?

Once the central sewer system is operational, Utilities Customer Service will send certified letters to customers notifying them that sewer service is available. The customer's signing the receipt of the letter starts the tracking for both the 90-day credit/rebate for early connection and the 1-year requirement to connect to the system. Property owners can request an extension in writing not to exceed 45 days. Notices are sent by certified return receipt or process service to the owner's address on file with the Sarasota County Property Appraisers Office.

What if I am away when a notice is sent?

Notices are sent to the property owner's address on file with the Sarasota County Property Appraiser's Office (same address used for tax bills). If the notice is not received, a new notice will be sent.

How do elevations affect this? The first floors of some houses are raised for flood protection so why do they need low pressure?

The elevation of the sewer line exiting from your house, not the house, and the distance from your house to the road right-of-way determines whether a low pressure system is required.

Is there any special documentation low pressure customers are required to sign regarding sewer system connection since county staff will need to be on our property for installation and maintenance?

The county will provide an "Installation and Maintenance Agreement" that reflects the county's policy regarding the low pressure collection system.

Why do we have to hook up within a year?

Florida Statute No. 381.00655 and Section 126-58 of the Sarasota County Code require that you connect to an available central sewer system within 365 days of written notice that service is available to your property. There are no exceptions to this requirement. Connection is mandatory for anyone receiving official notification that service is available to the property. Failure to comply as required in the ordinance may result in code enforcement procedures against the property owner.

What happens in a power outage?

The customer is to notify the county in the event of a power outage. The county is responsible for pumping out the system as part of its maintenance agreement covering the pump system, and electrical controls.

What if the pump station loses power?

The county has purchased emergency generators that may be used in a power outage; the County may also use pumper trucks to pump out the stations.

Can we leave the septic tank in place for emergencies?

No. The major goal of the program is to eliminate pollution caused by septic tanks in an urban area. All tanks must be crushed and filled following connection to the central sewer system.

Will there be an incentive of \$1,000 for early hook up? What if we can't get a plumber or electrician out before the 90 days expires?

Property owners who connect within 90 days of notification are eligible for a \$1,000 incentive credit/rebate. Property owners can request an extension in writing not to exceed 45 days.

Is there a list of qualified plumbers? Can it be sent to all people in area?

Any licensed plumber can perform the on-lot work. A list of plumbers is provided online at <http://sewers.scgov.net>.

Can we get a group rate on plumbing and electrical work?

Homeowner groups may choose to work together to contract with the same plumbing and electrical groups to do the work. Customers are encouraged to seek bids from reputable contractors, and select the one that is best for them. The County does not recommend or endorse plumbers.

Do I have to have a licensed plumber and electrician? Can I do the work myself as long as I do it to code?

A homeowner who actually lives in the home can do the work, provided they obtain appropriate plumbing and electrical permits and perform the work to code. A tenant in a rental property cannot do the work, nor can a property owner who does not live in the home. Permits can be obtained at the Building Department, Planning and Development Services at 1001 SARASOTA CENTER BLVD, Sarasota, Monday - Friday 7:30 - 4:30 p.m.

What if I recently installed a new septic system per county regulations and now I need to hook up to central sewer?

The county will credit your utility account if you have had septic system repairs that cost \$1,000 or more and were permitted by the Health Department within the last 10 years. You will be required to provide the county with proof of payment for the work. The maximum credit is prorated based on when the repair or replacement cost was incurred and cannot exceed \$1,560.*

If approved, this credit would first be subject to any monies due Sarasota County Environmental Services and the balance would appear as a credit on your first utility bill following approval.

***In no event shall the credit exceed the costs of the repair or replacement.**

Entering into an agreement with Sarasota County
for low pressure sewer system is optional.

If you choose this option,
completing Installation and Maintenance Agreement
is required.

Please contact Utilities Connections at 941-861-6767.

This document must be prepared and provided
by Real Estate Services of Sarasota County,
per Utilities Connections Department.

\$

Revised: June 2015



**Phillippi Creek Septic System Replacement Program
Low Pressure Station Coordination/Installation**

The COUNTY will purchase the pump station packages from Mader Electric Motors of Fort Myers, and take delivery of the equipment at its warehouse at 1001 Sarasota Center Boulevard, east of I-75 and north of Fruitville Road, or other location. The County's INSTALLER will be asked to install these systems as soon as possible, once the OWNER has paid all fees and executed the Installation and Maintenance Agreement.

The OWNER will hire a licensed plumber and electrician. OWNER's Plumber and Electrician will obtain the required permits after OWNER has paid all fees and executed the Installation and Maintenance Agreement.

Scope of work includes the following:

- The INSTALLER will pick up the pump package at 1001 Sarasota Center Boulevard, or other location as directed, by making arrangements with the warehouse, at 941-650-4164 or 941-650-0094.
- The INSTALLER will deliver the package to the OWNER's property, unload and install the 3' diameter by 6' deep fiberglass pump pit, pump, and accessories. Pump is an ABS Model Piranha 08. Accessories have been agreed upon between the COUNTY and Mader Electric and include a three (3) float system, float/cable hanger (detached), 50' power/float switch cables, a Simplex Control Panel, and interior pit plumbing complete with a 1-1/2" pvc ball valve and check valve.
- The INSTALLER will deliver COUNTY provided Simplex Control Panel and float/cable hanger to the OWNER for installation by OWNER's Electrician.
- INSTALLER and COUNTY will coordinate with OWNER's Plumber and Electrician on permitting, locating, and scheduling of the work. This is the most critical element of this work. The Simplex Control Panel must be located on the building, in an area accessible to the COUNTY's Operations Staff. The pump comes with a 50' power cord and pump control cables, and must be located within 40' from, and in full view of the control panel. The Owner's Plumber is responsible for ensuring proper sewer pipe grade from the house connection to the pit.
- COUNTY's INSTALLER installs the pit and pump assembly with accessories in the pit, including 18 cubic feet (2/3 c.y.), of cast-in-place concrete ballast. The pit shall be set level and plumb, and to the proper grade matching the surrounding ground elevation (See attached detail).
- OWNER's Plumber installs the gravity line from the house connection location to the pit, without making the final house connection.
- The connection of the 4" gravity line to the pit will be with a 4" grommet provided by COUNTY. OWNER's Plumber will cut a hole in the fiberglass tank for the incoming gravity line using a 5" hole saw, install the grommet, and make the final connection to the tank.
- OWNER's Plumber installs the 1-1/2" HDPE force main from the pit to the street connection.
- Owner's septic system must remain fully operational until the pump start-up has been successfully completed.
- OWNER's Electrician installs the control panel on the exterior of the structure and within 40' of the pit, wires the simplex control panel to the home's electrical panel for a 230 Volt 60 Hz single phase service, installs an OWNER provided disconnect switch ahead of the panel, installs conduit from the panel to the pump pit, pulls the power wiring and pump control cables from the pit to the panel (Cutting off any excess wiring), installs the float/cable hanger, and makes the final connections (See attached details).
- OWNER shall notify COUNTY when final County electrical and plumbing inspections have been completed.
- The COUNTY schedules Mader Electric Motors to perform the pump start-up. COUNTY's INSTALLER shall also attend start-up, provide the test water, and make any adjustments necessary.
- Attached is a sample of the "Installation and Maintenance Agreement", which will be signed by the OWNER prior to this installation work.

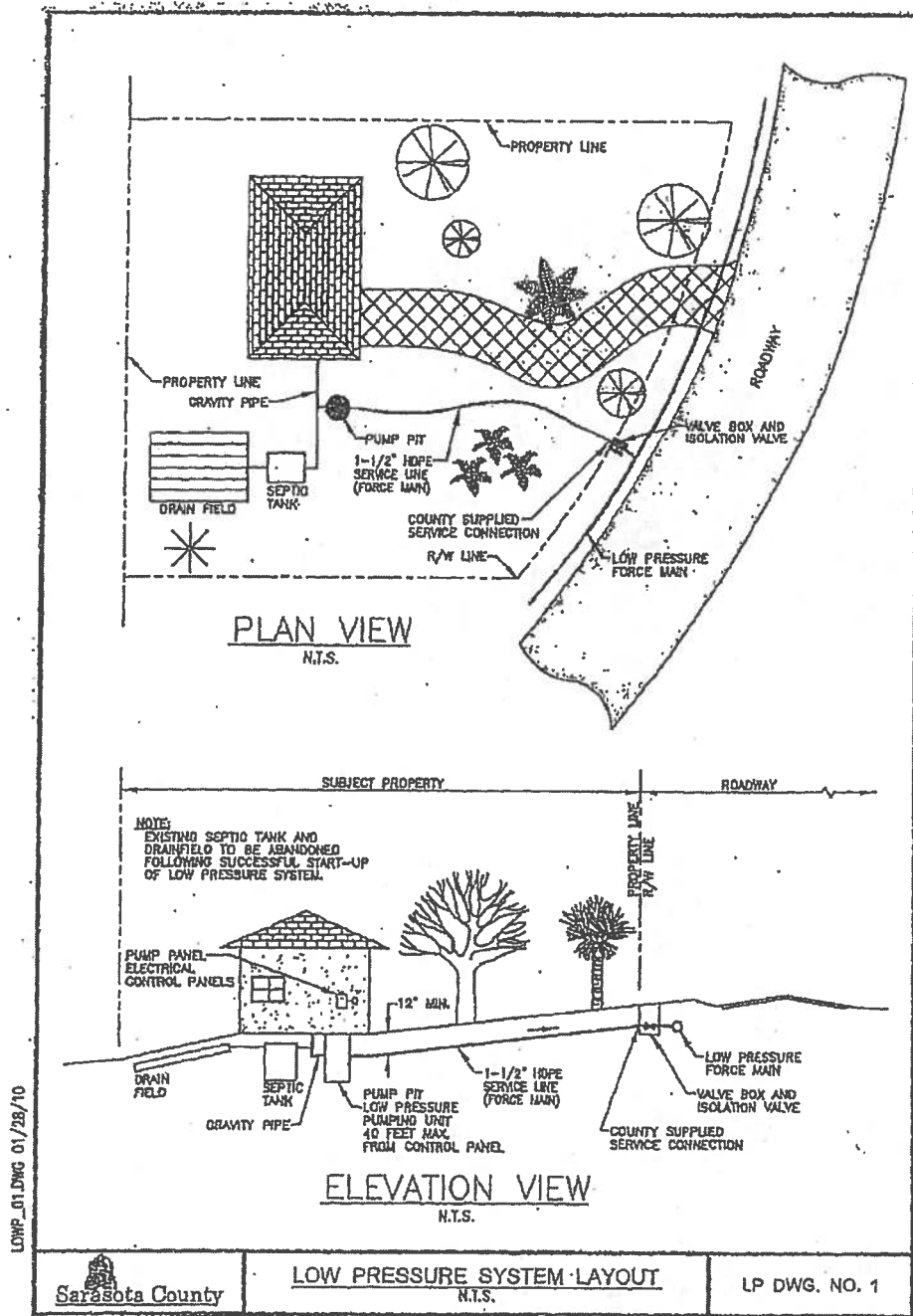
NOTES:

- 1) Important scheduling information — On-lot construction at each low-pressure property will involve three

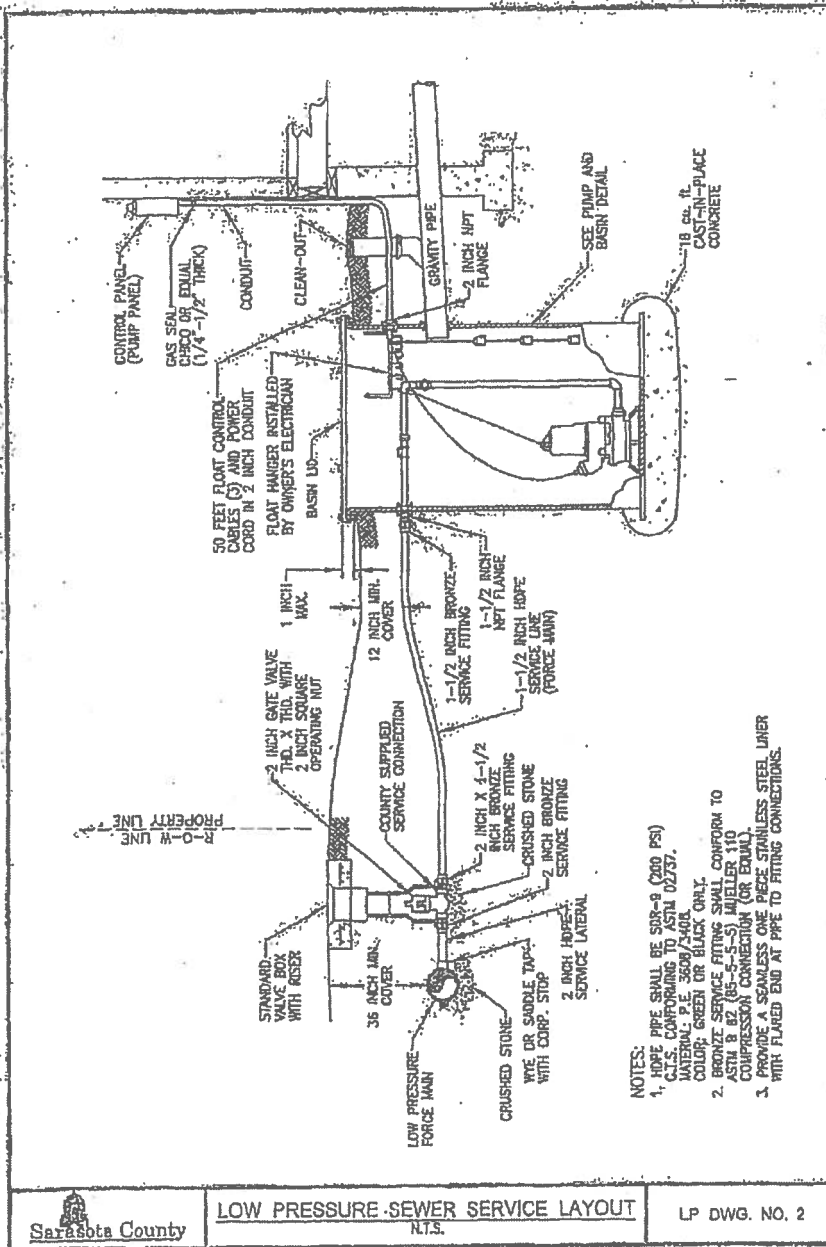
Installers: 1) a plumber, 2) the county and 3) an electrician. Sequence and scheduling of the construction is critical in order to avoid any rework and additional expenses. This will require close coordination between the homeowner and the County's Utilities staff. The homeowner is required to obtain the appropriate plumbing and electrical permits to perform the work of installing the low pressure system and abandoning the existing septic system. The Owner's Plumber is responsible for ensuring proper grade from the house connection to the pit.

- 2) Electric Service - The pump supplied by the COUNTY is 230 Volts, which requires two (2) unused circuits in OWNER's home electrical panel. If two (2) circuits are not available, OWNER's home electrical panel must be increased/modified by Owner's Electrician.

Rev. 1/28/2010



LOWP_02.DWG 01/28/10

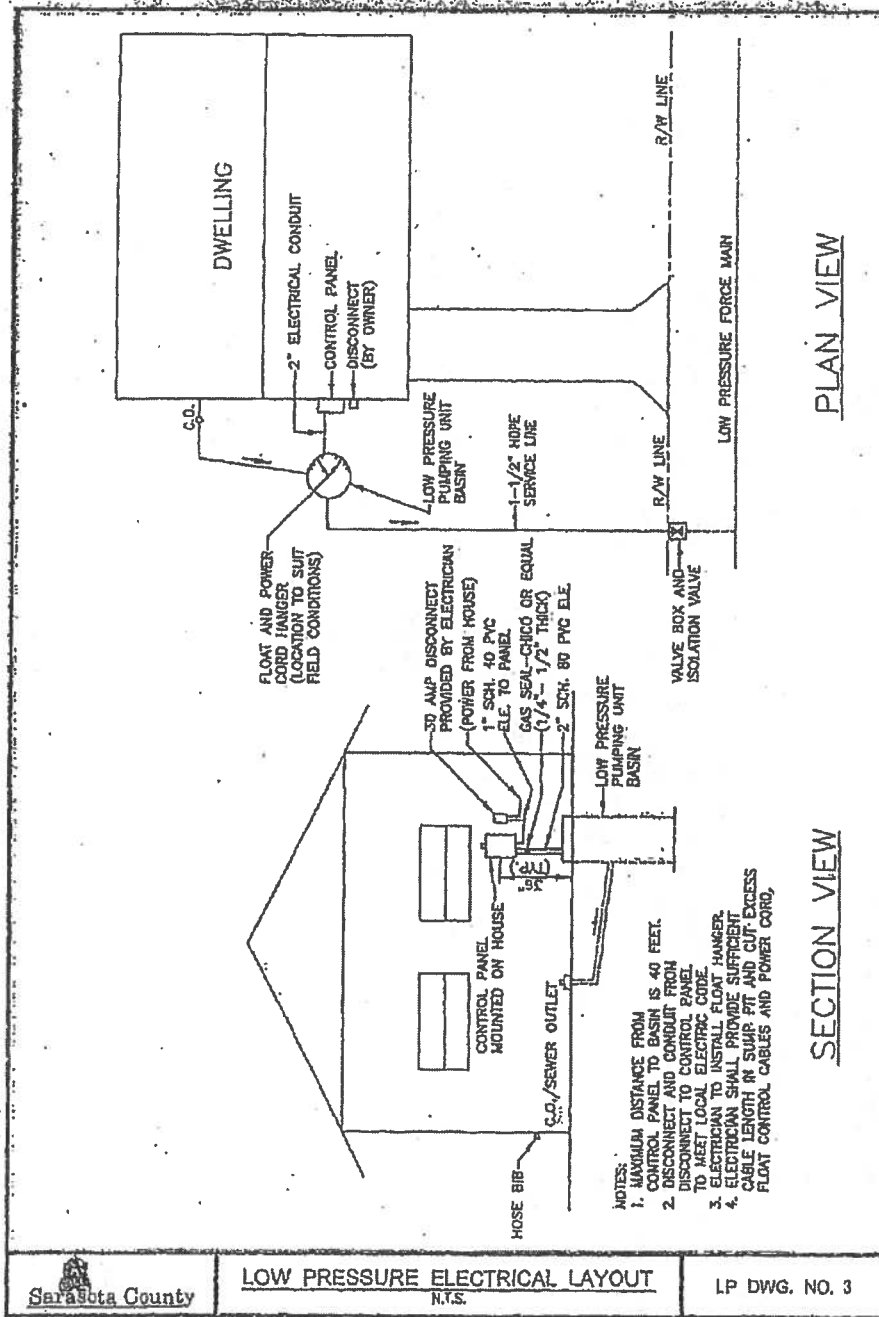


Sarasota County

LOW PRESSURE SEWER SERVICE LAYOUT
N.T.S.

LP DWG. NO. 2

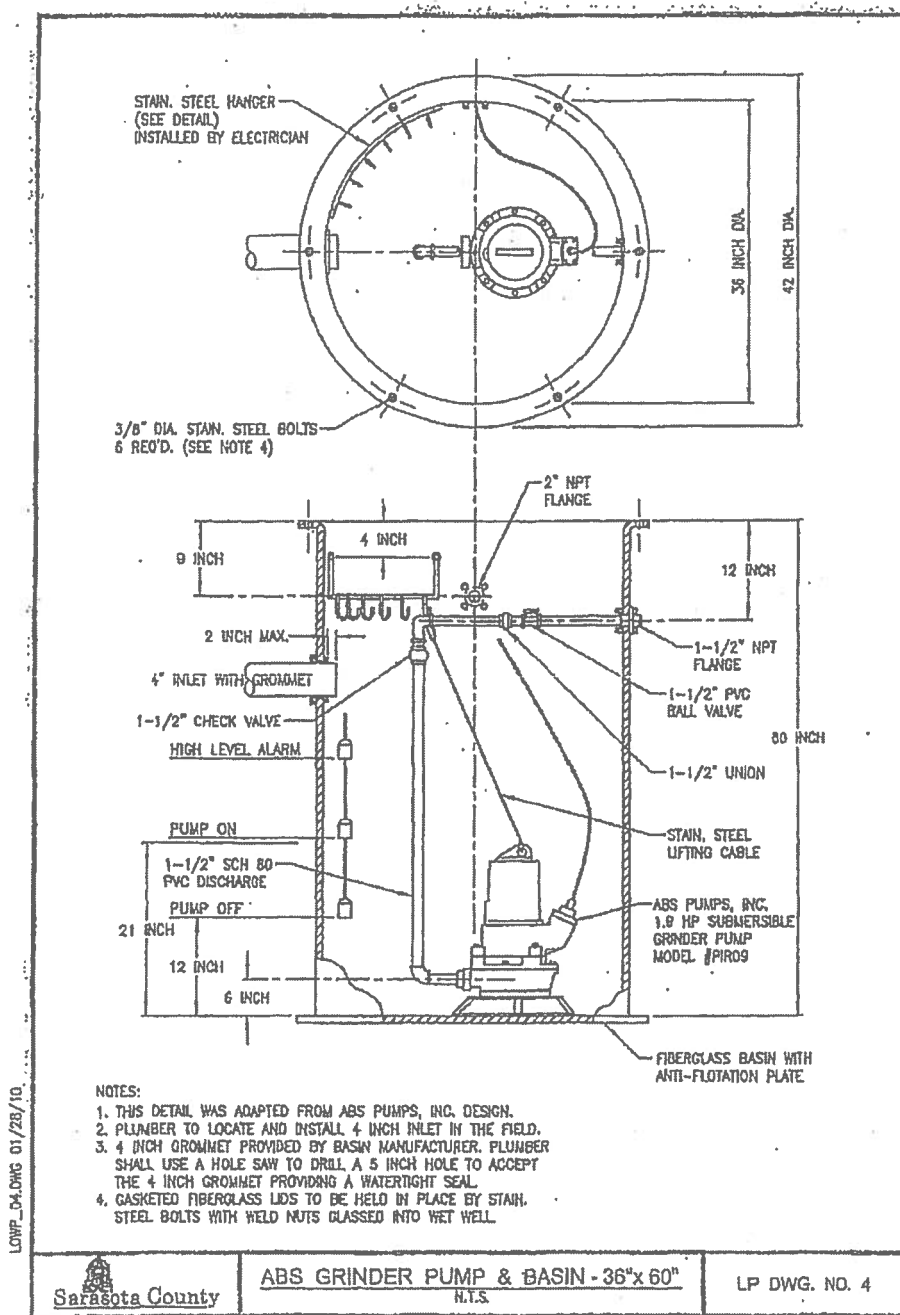
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Sarasota County

LOW PRESSURE ELECTRICAL LAYOUT
N.T.S.

LP DWG. NO. 3



APPLICATION FOR SEWER CONNECTION

SARASOTA COUNTY PUBLIC UTILITIES

Sarasota Office: Please call for an appointment at (941) 861-6767

Return Completed form by Mailing to: P.O. Box 2553, Sarasota, FL 34230-2553

Please read and complete the information below. Indicate exactly how you would like the name on the account. If you already have a water account at this address, the existing account information will be used even if the account is under a tenant's name.

PLEASE PRINT LEGIBLY

Last Name: _____ First Name: _____ MI _____

Social Security Number _____ OR Federal Tax ID Number _____

Service Address: _____ Property ID: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip: _____

If Commercial, Legal Business Name: _____

Type of Business: _____

City: _____ State: _____ Zip: _____

Primary Phone: () _____ Secondary Phone: () _____

Email: _____

Plumber, if known: _____ Fax # _____

Security Deposit Requirements: A security deposit is required to establish a new account with the Department however may be waived subject to a credit check and satisfactory credit rating. The deposit is not negotiable or transferable between individuals. Deposits are credited on the account after twenty-four (24) months of a satisfactory payment record along with accrued interest at a rate approved by the Board of County Commissioners. The Department reserves the right to require a new deposit, increase a deposit amount due to an unsatisfactory payment either by the customer or the location history or require a cash deposit in advance.

Authorization of Identity Check: Federal Trade Commission Identity Theft regulations require all utilities to verify a customer's identity prior to initiating a new utility account. By this application you hereby attest that the social security number provided (or other documentation) is valid. You also attest that you are authorized to enter into credit agreements for the above named individual/company.

Do you authorize Sarasota County Public Utilities to perform an Identity Check in order to establish a new utility account? (Circle one) YES NO
If NO, then you must provide three forms of identity which may include driver's license, birth certificate, passport, other utility bill, or other approved form of identification.

Do you authorize Sarasota County Public Utilities to perform a credit check in order to waive the required security deposit? (Circle one) YES NO
If NO, then the security deposit may be billed on the first bill or paid in advance depending on the payment history at the service location.

Signature: _____ Date: _____

Print Name: _____ Phone: () _____

Owner ☐ Tenant ☐ Agent ☐

Section H – General Process for Property Owner Commitments

General Process for Property Owner Commitments
for Priority Water-Wastewater Projects

- 1) Identify project footprint
- 2) Compile spreadsheet of RE numbers, property owners, addresses and property type (vacant v. improved)
- 3) Sort list by vacant and improved properties
- 4) Calculate numbers needed to reach 70% participation for improved properties
(Number of improved properties multiplied by 70%)
- 5) Have title reviewed for improved property owner(s) of record for mailing
- 6) Commitment gathering
 - A. Arrange date for Town Hall meeting to include representatives from Public Works, JEA and District Council Member's office (DCHD?)
 - B. Send Town Hall information meeting notice (postcard) to all property owners within project footprint
 - C. Hold Town Meeting – Receive Initial feedback, gauge property owner interest
 - D. Send first letters to improved property owners after initial town hall meeting including project information, % commitments required to proceed, agreements to execute
 - E. Establish additional meeting dates for Q&A, commitment/agreement/TCE signing and gathering (Info can be part of letter^^^)
 - F. Send second letter 3 months out
 - G. Hold final interest gathering meeting 5 months out
 - H. Calculate number of agreements received 6 months out
 - I. Decide project go/no go
 - J. Send follow-up letter to property owners outlining results of commitment survey (go or no go)
- 7) Send project approval/commencement letter, same letter to be notice of sewer coming to area within the next year
- 8) Begin project design
- 9) Begin project construction
- 10) Send one year notice of availability after project construction complete and notice of readiness to serve charge commencing in one year if not connected (improved properties only)
- 11) Connect owners with signed commitments
- 12) Accept additional connection agreements up to six months after project completion
- 13) Four months after completion – send reminder notice of requirement to connect, upcoming readiness to serve charge will begin billing in Month Year if not connected, can give one more chance to connect by Month Year

Section I – Sample Access Agreement (Temporary Construction Easement)

SAMPLE

Prepared by:
Jody Brooks
Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite, 480
Jacksonville, Florida 32202

Return to:

Greg Corcoran
Manager, Project Outreach
JEA
21 West Church Street
Jacksonville, Florida 32202

TEMPORARY CONSTRUCTION EASEMENT
JEA WASTEWATER SYSTEM
CUSTOMER OWNED, OPERATED AND MAINTAINED

THIS AGREEMENT is made and entered into this ____ day of _____,
201_, by and between _____ [Insert Names],
_____ [Insert Address], Jacksonville, Florida 322_____
(herein collectively called "Owners"); jointly and severally, and JEA, whose address is 21 West
Church Street, Jacksonville, Florida 32202 ("JEA").

Owners own the following described real property (the "Property"), located in Duval
County, Florida:

See Attachment A

RECITALS

WHEREAS, JEA acknowledges that Owners have a need for wastewater system
upgrades to the Property; and

WHEREAS, Owners acknowledge that the wastewater system upgrades will be
beneficial to the Property; and

WHEREAS, Owners further acknowledge that in order to adequately transport
wastewater generated from Owners' Structure(s) on the Property to JEA's Wastewater System,
the wastewater system on the Property must be maintained; and

WHEREAS, the wastewater system upgrades will be made by a firm under contract to
JEA at no cost to Owners;

SAMPLE

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained, and other good and valuable consideration, whose receipt and adequacy are hereby acknowledged, Owners and JEA hereby covenant and agree as follows:

1. The following definitions are used in this agreement:

(a) JEA System means the wastewater infrastructure system owned and operated by JEA and used to provide for wastewater collection. The JEA system is typically in the City Right-of-Way ("ROW").

(b) Owners' Structure(s) means any structure on the Property which has the ability to generate wastewater.

(c) Owners' System means the piping and equipment necessary to convey wastewater away from the Property to the JEA system (typically at the edge of the ROW) to be installed on the Property.

2. Owners acknowledge and agree that connecting wastewater from the Property to the JEA System will require installation and maintenance of piping and equipment located on the Property. The City of Jacksonville agrees to pay for the cost of the new wastewater connection on the Property with said Owners' System to be installed in compliance with JEA standards. Said installation shall be accomplished during the construction timeframe of the project upon the execution of this Agreement by the Parties.

3. The Owners grant permission to JEA, its agents, employees and independent contractors to enter the Property in order to construct a new wastewater service connection, including the abandonment of any existing septic tanks.

4. Upon completion of installation of the Owners' system, JEA agrees to restore all disturbed areas, plants, shrubs, fences and grass to the condition they were at the time the work authorized hereunder began. In the event that JEA must make a cut in any sidewalk, driveway or other paved area in order to install the Owners' system, JEA will resurface the cut area only in accordance with City of Jacksonville Standards. The Property Owner will be requested to inspect the Property at the completion of the work.

5. After initial installation as set forth in paragraph 2 herein, and inspection and acceptance by Owners, all such equipment located on the Property shall be maintained solely by Owners at Owners' expense. JEA will not thereafter be responsible for the maintenance, operation, replacement, or repair of the on-site pipes or any other equipment needed to effectively deliver the wastewater to JEA's System.

6. The Parties agree that the on-site Owners' System will be connected to the JEA System and will be configured and installed in accordance with JEA standards in effect at the time of JEA approval in accordance with all applicable governmental laws, rules and regulations.

7. Upon acceptance by Owners of the Owners' System, it is understood that responsibility for conforming with governmental agency's laws, rules and regulations will be the sole responsibility of the Owners, and that Owners will hold JEA harmless from and waive all

SAMPLE

future claims, if any, against JEA, arising out of the compliance or lack thereof with all other governmental laws, rules, and regulations.

8. Owners, for themselves, their heirs, personal representatives, successors and assigns, hereby agree as a condition of entering into this Agreement, accepting the installation of the Owners' System and all related equipment from JEA, and obtaining JEA's authorization to connect to JEA's System, to hold JEA harmless from the following: any and all liability, claim or damage (including but not limited to reasonable attorneys' fees and costs incurred at all tribunal levels) resulting from or in any manner related to the maintenance, operation, replacement or repair of the newly installed on-site equipment; any and all past occurrences and/or events relating to the operation of the water and wastewater system at the Property.

9. This Agreement will bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. This Agreement shall be recorded in the public records of Duval County as notice to subsequent owners of the property of the existence of the Owners' System and all related equipment, and the maintenance requirement by the Owners.

10. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the proper venue for any action under this contract shall be the courts of Duval County, Florida.

11. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and may only be modified, amended or terminated by a writing signed by both parties hereto.

Signature Page Follows:

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the _____ day of _____, 201_.

WITNESS:

Owner

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

WITNESS:

Owner

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____ and _____ who are _____ personally known to me OR _____ produced _____ as identification.

[NOTARY SEAL]

Print Name: _____
Notary Public, State of Florida

WITNESS:

JEA

By: _____
Print Name: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

Title: _____

SAMPLE

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this _____ day of _____, 201_, by _____ the _____ of JEA, on behalf of JEA. He/She is _____ personally known to me OR _____ produced _____ as identification.

[NOTARY SEAL]

Print Name: _____
Notary Public, State of Florida

SAMPLE

Attachment A

The Property