AGENDA
UTILITY ADVISORY BOARD
CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431
JULY 18, 2016 AT 3:00 P.M.

PLEASE NOTE: Individuals wishing to address the Board please sign in. A three-minute time limit will be administered. PLEASE TURN CELL PHONES OFF.

OPENING
Call to Order
Pledge of Allegiance

PROOF OF PUBLICATION
The agenda was posted on the City's website and City Hall Bulletin Board on Friday, July 15, 2016.

ROLL CALL

1. **APPROVAL OF MINUTES**

   Minutes of the June 21, 2016 meeting - *to be provided*

2. **Florida Rural Water Association - Tom Gustafson**

   a. Status of Rate Study

   b. Estimated time for Operation Analysis (ref. FRWA ltr dated 6/9/2016)

   c. Update on any conclusions relative to water loss

   d. Assistance with finding Utilities Director

   Documents:

   DUNNELLON OPERATIONAL STUDY OFFER 5-16.PDF

3. **Kimley-Horn Individual Project Order (IPO) Number 53**

   Renew operating permit for Juliette Falls Waste Water Treatment Plant

   Documents:

   AGR2016-22 KIMLEY HORN IPO53 JULIETTE FALLS WW PERMIT RENEWAL 5_3_2016.PDF

4. **Rainbow Springs Infrastructure Development Project (P-113) (Aka The Sanitary Sewer Force Main Project)**

   a. Project Summary w/Map

   b. Proposed letter to Southwest Florida Water Management District (SWFWMD)

   c. Kimley-Horn IPO 55

   d. Emails between Paul Marraffino and Rick Hancock pertaining to this project

   Documents:

P113_PROJECTSUMMARYWITHMAP.PDF
P113_PROPOSEDLETTER.PDF
IPO 55 - RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT PROJECT.PDF
EMAILS BTWN PAUL MARRAFFINO RICK HANCOCK RE PROJECT.PDF

5. **Finance And Budget Items**

FY2016 YTD Budget Summary - Water/Sewer

Reserve Accounts Status Report
FY2017 Proposed Budget - Enterprise Funds

Documents:

YTD BUDGET SUMMARY 15-16.PDF
RESERVE ACCOUNTS STATUS REPORT.PDF
FY16-17 PRELIM BUDGET PACKAGE UAB MEETING.PDF

6. **Operations Department Updates**

Water Main Connection with Rainbow Springs: Completion Date is August 10, 2016

Installation of Radio Read Meters: Status

7. **Rio Vista Wastewater Treatment Plant Decommissioning**

Ordinance Required for Capital Charge to RV Customers

Documents:

RIOVISTA ORDINANCE NEEDED.PDF

8. **PUBLIC COMMENT**

9. **ADJOURNMENT**

ANY PERSON REQUIRING A SPECIAL ACCOMMODATION AT THIS HEARING BECAUSE OF A DISABILITY OR PHYSICAL IMPAIRMENT SHOULD CONTACT THE CITY CLERK AT (352) 465-8500 AT LEAST 48 HOURS PRIOR TO THE PROCEEDING. IF A PERSON DESIRES TO APPEAL ANY DECISION WITH RESPECT TO ANY MATTER CONSIDERED AT THE ABOVE MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY IS NOT RESPONSIBLE FOR ANY MECHANICAL FAILURE OF RECORDING EQUIPMENT.

FLORIDA RURAL WATER ASSOCIATION

2970 WELLINGTON CIRCLE • TALLAHASSEE, FL 32309-7813
(850) 668-2746

BOARD of DIRECTORS

WILLIAM G. GRUBBS
Tallahassee
President

TOM JACKSON
Punta Gorda
Vice President

BRUCE MORRISON
Destin
Secretary/Treasurer

ROBERT MUNRO
Orlando
National Director

PATRICIA CICHON
Monticello

SCOTT KELLY
West Palm Beach

PAUL BRAYTON
Harbour Heights

EXECUTIVE DIRECTOR

GARY WILLIAMS
Tallahassee

EMAIL
frwa@frwa.net

WEBSITE
www.frwa.net

June 9, 2016

Eddie Esch
Dunnellon City Manager
11924 Bostick Street
Dunnellon Florida, 34432

RE: Offer to Perform an Operation Analysis

Dear Mr. Esch:

Florida Rural Water Association (FRWA) is pleased to offer the City of Dunnellon an Operational Study as a membership benefit. The Operational Study will include a review of water and wastewater operations, staffing requirements, plant operations and required equipment. FRWA is dedicated to assisting water and wastewater systems to provide Floridians with an ample affordable supply of high quality water, while protecting natural systems.

FRWA provides this service as a membership benefit, we ask you to do most of the footwork to collect, organize and summarize the utility's data.

FRWA will meet with your operations staff to gather information and review operational practices. The Department of Environmental Protection rules will be reviewed to insure the utility is in compliance with all state and federal rules to ensure compliance.

The FRWA is currently working with many systems and have a backlog of work -- we will try to get to you as soon as possible! Please be patient.

The FRWA has enjoyed serving you and wish your water system the best. Please feel free to contact me if you have any further questions at 352-267-1302.

Sincerely,

Tom Gustafson
FRWA Financial / Management Circuit Rider

AGR 2016-22

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 53

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the "Engineer" or "Kimley-Horn"), and The City of Dunnellon (the "City") in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 9, 2009, which is incorporated herein by reference.

Identification of Project:

Project: Juliette Falls WWTF Permit Renewal
Client: City of Dunnellon
Project Manager: Lewis Bryant

Background Information:

The Juliette Falls Wastewater Treatment Facility (WWTF) operates under the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Facility Permit number FLA490415. The current operating permit was issued on April 4, 2012 and expires on April 3, 2017. Chapter 62-620 of the Florida Administrative Code requires submittal of the operating permit renewal application no later than 180 days before the expiration date.

The City is planning to construct a forcemain interconnect between the Juliette Falls WWTF and the City of Dunnellon WWTF The forcemain will allow the Satake Village, FDEP State Park, and Marion County School Board to decommission the existing packaged wastewater treatment facilities and pump directly to either the Juliette Falls WWTF or the City of Dunnellon WWTF Kimley-Horn will discuss this project with the FDEP and include any required modifications to the Juliette Falls WWTF operating permit and/or operating protocol. Additionally, Kimley-Horn will conduct an operability analysis of the Juliette Falls WWTF to determine repairs or modifications required to receive the additional off-site flows and provide adequate treatment.

The detailed scope of services for Kimley-Horn to prepare the required FDEP operating permit renewal package is described below.

Specific Scope of Basic Services:

<u>Task 1 – FDEP Domestic Wastewater Facility Permit Renewal Application</u>

A. Kimley-Horn will attend a pre-application meeting with FDEP to ensure all required information is included in the application package.

B. Kimley-Horn will prepare and submit a FDEP WWTF Domestic Wastewater Facility Permit Renewal Application. The following information is anticipated to be required with the submittal package:

   1. Form 62-620 910 (1) "Wastewater Facility or Activity Permit Application – General Information – Form 1"
   2. Form 62-620.910 (2) "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities"
   3. A "Capacity Analysis Report" update
   4. An "Operation and Maintenance Performance Report"
   5. Form 62-610.300(4)(a)1 "Annual Reuse Report"
   6. Form 62-610.300(4)(a)4 "Pathogen Monitoring"
   7. Form 62-620.910(15) "Reclaimed Water or Effluent Analysis Report"
   8. A current flow meter calibration certification
   9. Current Residuals Management Facilities (RMF) agreement
   10. Current Reuse agreements (for each reuse site)
   11. Current flow diagram depicting sample and metering locations
   12. Current site plan

13. Current Operating Protocol
14. Permit Application Fee (provided by the City)

C Kimley-Horn will make up to two site visits to conduct inspections, review plant information and interview plant operators.

D. Kimley-Horn will prepare the following information:

1. Form 62-620.910 (1) "Wastewater Facility or Activity Permit Application – General Information – Form 1"
2. Form 62-620.910 (2) "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities"
3. A Capacity Analysis Report Update
4. An Operation and Maintenance Performance Report

E. The City will provide the following information:

1. Form 62-610.300(4)(a)1 "Annual Reuse Report"
2. Form 62-610.300(4)(a)4 "Pathogen Monitoring"
3. Form 62-620.910(15) "Reclaimed Water or Effluent Analysis Report"
4. A current flow meter calibration certification
5. Current Residuals Management Facilities (RMF) agreement
6. Current Reuse agreements (for each reuse site)
7. Current flow diagram depicting sample and metering locations
8. Current site plan
9. Ground water monitoring reports for the last 5 years
10. FDEP Permit Application Fee
11. Dates and descriptions of all facility modifications within the last 5 years
12. Any FDEP consent orders
13. Discharge Monitoring Reports (DMR's) for the last 5 years
14. A copy of the WWTF Preliminary Design Report
15. Up to date record drawings
16. Up to date Operation and Maintenance Manuals
17. Up to date Operating Protocol
18. Cross-connection control and inspection program
19. Industrial pre-treatment program

F Kimley-Horn will provide two draft permit application packages for review prior to submittal. Kimley-Horn will provide the City with two final versions of the application package and all RAI submittals.

G. After the initial permit renewal application submittal, Kimley-Horn will respond no more than two reasonable requests for additional information (RAI). Additional RAI responses will be performed on an hourly labor fee plus expense basis in accordance with the approved rate schedule.

<u>Task 2 – Juliette Falls WWTF Operability Analysis</u>

A. Kimley-Horn will conduct field evaluations of the Juliette Falls WWTF and interview operations staff to identify any needed repairs, upgrades, or improvements needed for the Juliette Falls WWTF to adequately treat additional off-site wastewater contributions.

B. Kimley-Horn will review raw influent characteristics and flow rates from the Satake Village, FDEP State Park, and School Board WWTF as documented in FDEP DMR reports and/or as provided by operations staff.

Kimley»Horn

C Kimley-Horn will prepare a biological model of the Juliette Falls WWTF using BioWin Modeling software. The model will be used to evaluate the ability of the Juliette Falls WWTF to treat the planned off-site influent to the current permitted effluent limitations.

D. Kimley-Horn will prepare a letter memorandum documenting the analysis and identifying any necessary modifications to the Juliette Falls WWTF

Additional Services if Required:

This proposal does not include performing any specialized studies outside those listed above. On specific projects in the past, FDEP has requested additional hydro-geological studies, attendance of multiple meetings at FDEP offices, performing reuse feasibility studies, preparing or updating reclaimed water operating protocols, preparing or updating Operation and Maintenance manuals, preparing construction or modification plans, and certifying the completion of FDEP required repairs or sampling the WWTP effluent and existing groundwater monitoring wells. These types of activities are not anticipated and are not included.

Services requested that are not specifically included will be provided under an amendment of this scope of services or as a new and separate agreement upon written authorization.

Schedule:

The Engineer will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule.

Method of Compensation:

Kimley-Horn will complete the above scope of services for a lump sum fee of $9,500 inclusive of expenses.

Task	Description	Lump Sum Fee
Task 1	FDEP Domestic Wastewater Facility Permit Renewal Application	$4,500
Task 2	Juliette Falls WWTF Operability Analysis	$5,000
	Total Lump Sum Fee:	***$9,500***

ACCEPTED BY:

THE CITY OF DUNNELLON, FLORIDA

BY: _____

TITLE: Mayor

DATE: 7-11-16

KIMLEY-HORN AND ASSOCIATES, INC

BY: _____
M. Lewis Bryant, PE

TITLE: Associate

DATE: June 27, 2016

Lynn Wyland

From: Lewis.Bryant@kimley-horn.com
Sent: Monday, June 27, 2016 4:26 PM
To: Dawn Bowne
Cc: Jan Smith; Loretta Barton; Mandy Roberts; Lynn Wyland
Subject: RE: Juliette Falls WWTF Permit Renewal

Dawn,

Yes, the additional information was requested by the UAB Chair. He wanted a more detailed breakdown of costs. We also added some clarification language addressing some scope language that was missing from the original proposal. Please ask the UAB chair to give me a call if he needs additional information. However, I think this proposal provides the information he was looking for.

Thank you,

M. Lewis Bryant, P.E.
Kimley-Horn | 1823 SE Fort King Street, Suite 200, Ocala, FL 34471
Main: 352 438 3000 | Mobile: 352 572 5493

lewis.bryant@kimley-horn.com

Celebrating nine years as one of FORTUNE's 100 Best Companies to Work For

From: Dawn Bowne [mailto:dbowne@dunnellon.org]
Sent: Monday, June 27, 2016 4:20 PM
To: Bryant, Lewis <Lewis.Bryant@kimley-horn.com>
Cc: Jan Smith <jsmith@dunnellon.org>; Loretta Barton <LBarton@dunnellon.org>; Mandy Roberts <mroberts@dunnellon.org>; Lynn Wyland <lwyland@dunnellon.org>
Subject: RE: Juliette Falls WWTF Permit Renewal

Hi Lewis. Thanks. I reviewed and identified the changes in this amended IPO #53. Is this the additional information requested by the UAB Chair for clarification on some things?

Dawn M. Bowne
Dawn M. Bowne, MMC
City Clerk
City of Dunnellon
20750 River Drive
Dunnellon, FL 34431
352-465-8500, ext. 1002
352-465-8505 fax
dbowne@dunnellon.org
www.dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from city officials regarding city business is public record and open to inspection including names, addresses, and email addresses. Therefore, your email communication may be subject to public disclosure.

From: Lewis.Bryant@kimley-horn.com [mailto:Lewis.Bryant@kimley-horn.com]
Sent: Monday, June 27, 2016 12:13 PM
To: Dawn Bowne
Cc: Jamie.Zivich@kimley-horn.com; Ashley.Par-Due@kimley-horn.com; Jan Smith
Subject: Juliette Falls WWTF Permit Renewal

Dawn,

Attached is the revised Juliette Falls WWTF permit renewal IPO. I was asked to revise this at the Council meeting last week. Please let me know if you need anything else.

Thank you,

M. Lewis Bryant, P.E.
Kimley-Horn | 1823 SE Fort King Street, Suite 200, Ocala, FL 34471
Main: 352 438 3000 | Mobile: 352 572 5493

lewis.bryant@kimley-horn.com

Celebrating nine years as one of FORTUNE's 100 Best Companies to Work For

AGR 2016-22

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 53

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the "Engineer" or "Kimley-Horn"), and The City of Dunnellon (the "City") in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 9, 2009, which is incorporated herein by reference.

Identification of Project:

Project: Juliette Falls WWTF Permit Renewal
Client: City of Dunnellon
Project Manager: Lewis Bryant

Background Information:

The Juliette Falls Wastewater Treatment Facility (WWTF) operates under the Florida Department of Environmental Protection (FDEP) Domestic Wastewater Facility Permit number FLA490415. The current operating permit was issued on April 4, 2012 and expires on April 3, 2017. Chapter 62-620 of the Florida Administrative Code requires submittal of the operating permit renewal application no later than 180 days before the expiration date.

The detailed scope of services for Kimley-Horn to prepare the required FDEP operating permit renewal package is described below.

Specific Scope of Basic Services:

Task 1 – Design Plans

A. Kimley-Horn will retain the services of a licensed surveyor to perform a route survey in compliance with Florida Minimum Technical Standards Rule 5J-17 FAC for engineering design.

Task 2 – FDEP WWTF Domestic Wastewater Facility Permit Renewal Application

A. Kimley-Horn will attend a pre-application meeting with FDEP to ensure all required information is included in the application package.

B. Kimley-Horn will prepare and submit a FDEP WWTF Domestic Wastewater Facility Permit Renewal Application. The following information is anticipated to be required with the submittal package:

- Form 62-620.910 (1) "Wastewater Facility or Activity Permit Application – General Information – Form 1"
- Form 62-620.910 (2) "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities"
- A "Capacity Analysis Report" update
- An "Operation and Maintenance Performance Report"
- Form 62-610.300(4)(a)1 "Annual Reuse Report"
- Form 62-610.300(4)(a)4 "Pathogen Monitoring"
- Form 62-620.910(15) "Reclaimed Water or Effluent Analysis Report"
- A current flow meter calibration certification
- Current Residuals Management Facilities (RMF) agreement
- Current Reuse agreements (for each reuse site)
- Current flow diagram depicting sample and metering locations
- Current site plan
- Current Operating Protocol
- Permit Application Fee (provided by the City)

C. Kimley-Horn will make up to two site visits to conduct inspections, review plant information and interview plant operators.

D. Kimley-Horn will prepare the following information:

1. Form 62-620.910 (1) "Wastewater Facility or Activity Permit Application – General Information – Form 1"
2. Form 62-620.910 (2) "Wastewater Permit Application Form 2A for Domestic Wastewater Facilities"
3. A Capacity Analysis Report Update
4. An Operation and Maintenance Performance Report

E. The City will provide the following information:

1. Form 62-610.300(4)(a)1 "Annual Reuse Report"
2. Form 62-610.300(4)(a)4 "Pathogen Monitoring"
3. Form 62-620.910(15) "Reclaimed Water or Effluent Analysis Report"
4. A current flow meter calibration certification
5. Current Residuals Management Facilities (RMF) agreement
6. Current Reuse agreements (for each reuse site)
7. Current flow diagram depicting sample and metering locations
8. Current site plan
9. Ground water monitoring reports for the last 5 years
10. FDEP Permit Application Fee
11. Dates and descriptions of all facility modifications within the last 5 years
12. Any FDEP consent orders
13. Discharge Monitoring Reports (DMR's) for the last 5 years
14. A copy of the WWTF Preliminary Design Report
15. Up to date record drawings
16. Up to date Operation and Maintenance Manuals
17. Up to date Operating Protocol
18. Cross-connection control and inspection program
19. Industrial pre-treatment program

F. Kimley-Horn will provide two draft permit application packages to the City for review prior to submittal. Kimley-Horn will provide the City with two final versions of the application package and all RAI submittals.

G. After the initial permit renewal application submittal, Kimley-Horn will respond no more than two reasonable requests for additional information (RAI). Additional RAI responses will be performed on an hourly labor fee plus expense basis in accordance with the approved rate schedule.

Additional Services if Required:

This proposal does not include performing any specialized studies outside those listed above. On specific projects in the past, FDEP has requested additional hydro-geological studies, attendance of multiple meetings at FDEP offices, performing reuse feasibility studies, preparing or updating reclaimed water operating protocols, preparing or updating Operation and Maintenance manuals, preparing construction or modification plans, and certifying the completion of FDEP required repairs or sampling the WWTP effluent and existing groundwater monitoring wells. These types of activities are not anticipated and are not included.

Kimley»Horn

Services requested that are not specifically included will be provided under an amendment of this scope of services or as a new and separate agreement upon written authorization.

Schedule:

The Engineer will provide the above Scope of Services as expeditiously as possible to meet a mutually agreed upon schedule.

Method of Compensation:

The Engineer will complete the above scope of services for a lump sum fee of $9,500 inclusive of expenses.

ACCEPTED BY:

THE CITY OF DUNNELLON, FLORIDA	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____ M. Lewis Bryant, PE
TITLE:_____	TITLE: Associate
DATE:_____	DATE: April 15, 2016

G:\New Business\Public Sector\City of Dunnellon\2016\Juliette Falls WWTF Permit Renewal\IPO #53_Juliette Falls WWTF Permit Renewal.docx

Meeting Date: 5/4/16

From (Dept): Sewer

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT:

Request For Approval: AGR#2016-22 Kimley Horn IPO#53 – Juliette Falls WWTF Permit Renewal

SUMMARY EXPLANATION & BACKGROUND: **The Juliette Falls Wastewater Treatment Facility (WWTF) operates under the FDEP Domestic Wastewater Facility Permit number FLA490415. The current operating permit was issued on April 4, 2012 and expires on April 3, 2017. Chapter 62-620 of the FL Administrative Code requires submittal of the operating permit renewal application no later than 180 days before the expiration date.**

FISCAL INFORMATION: **Not Budgeted in FY15-16. $9,500 Funding from sewer operating reserve. Budget amendment will be presented to Council if required at yearend.**

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to sign agreement AGR#2016-22

Initiated by: EE/js

LEGISLATIVE APPROPRIATION PROJECTS
SPRINGS - WATER QUALITY
P-113 RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT

PROJECT SUMMARY:

Because of the pristine nature of Rainbow Springs Group and the Rainbow River area, concern is growing over the number of package wastewater facilities in the immediate vicinity of the Rainbow River and their nutrient load contributions. In order to alleviate the pollution threat to the River, a wastewater force main from Juliette Subdivision to the City of Dunnellon Wastewater Facility will be constructed. The pipeline will extend from the Juliette Falls WWTF to the City of Dunnellon WWTF. The Juliette Falls Lift Station will be upgraded with larger pumps. Once the force main is constructed, upgraded lift stations and connection force mains will be constructed at up to four sites. The force main will also accommodate the future connection and subsequent demolition of other package wastewater facilities as the owners of those facilities are confronted with the need for re-permitting, re-construction or improvements to their facilities.

Project Location:

Please refer to attached project image. Primary City of Dunnellon address is:
20750 River Drive,
Dunnellon, FL 34431

Tasks:
Task 1

Title: Force Main Design & Permitting

Description: Design and permitting for the force main to run from the Juliette Subdivision to the City of Dunnellon Wastewater Facility and for up to four new force mains that would extend service to four existing package water treatment plant sites. Once permits and designs are in place, the City/County will proceed open bidding from construction companies.

Deliverables:

1. Completed topographic survey
2. Final design drawings and specifications
3. Copies of all required permits

Task 2

Title: Force Main Construction

Description: Construction of a new force main to run from Juliette Subdivision to the City of Dunnellon Wastewater Facility and for up to four new force mains that would extend service to four existing package water treatment plant sites. A contract will be executed with the successful bidder for construction of the project. The project will be constructed according to the designs and specifications in the bid document. Grantee will ensure that construction is being monitored.

Deliverables:

1. Copy of bid plans and specifications
2. Dated photographs of construction before, during and upon completion
3. Certification of completion by the Construction Engineer

Task 3

Title: Lift Station Design & Permitting

Description: Design and permitting for upgrades to up to two existing lift stations and up to four new lift stations that will connect to the force mains constructed in Task 2.

Deliverables:

1. Completed topographic survey
2. Final design drawings and specifications
3. Copies of all required permits

Task 4

Title: Lift Station Construction

Description: Construction of upgrades to up to two existing pump stations and up to four new pump stations. A contract will be executed with the successful bidder for construction of the project. The project will be constructed according to the designs and specifications in the bid document. Grantee will ensure that construction is being monitored.

Deliverables:

1. Copy of bid plans and specifications
2. Dated photographs of construction before, during and upon completion
3. Certification of completion by the Construction Engineer

Task 5

Title: Reporting

Description: The Grantee must complete and submit to the Department a Final Report for all construction activities identified in Tasks 2 and 4. This report shall include, where applicable, a summary of construction activities, any problems encountered, and how those problems were overcome; an explanation of any project delays; a brief summary of any additional phases yet to be completed; summary of costs expended from each funding source for the project; and any additional information which explains the results of the project. The Grantee shall submit the final report as a draft prior to submitting the Final Report for project closeout.

Deliverables:

1. Final Report

Project Timeline:

Task No.	Task Title	Start	Complete
1	Force Main Design & Permitting	April 1, 2016	December 31, 2016
2	Force Main Construction	January 1, 2017	June 30, 2018
3	Lift Station Design & Permitting	April 1, 2016	December 31, 2016
4	Lift Station Construction	January 1, 2017	June 30, 2018
5	Reporting	April 1, 2016	September 30, 2018

Budget Information:

Budget by Task:

Task No.	Category	State Funding
1	Salaries	
	Fringe Benefits	
	Travel	
	Contractual	$219,000
	Equipment Purchases	
	Supplies/Other Expenses	
	Land	
	Indirect	
	Total for Task 1	$219,000

2	Salaries	
	Fringe Benefits	
	Travel	
	Contractual	$1,340,000
	Equipment Purchases	
	Supplies/Other Expenses	
	Land	
	Indirect	
	Total for Task 2	$1,340,000
3	Salaries	
	Fringe Benefits	
	Travel	
	Contractual	$120,183
	Equipment Purchases	
	Supplies/Other Expenses	
	Land	
	Indirect	
	Total for Task 3	$120,183
4	Salaries	
	Fringe Benefits	
	Travel	
	Contractual	$600,000
	Equipment Purchases	
	Supplies/Other Expenses	
	Land	
	Indirect	
	Total for Task 4	$600,000
5	Salaries	
	Fringe Benefits	
	Travel	
	Contractual	
	Equipment Purchases	
	Supplies/Other Expenses	
	Land	
	Indirect	
	Total for Task 5	-

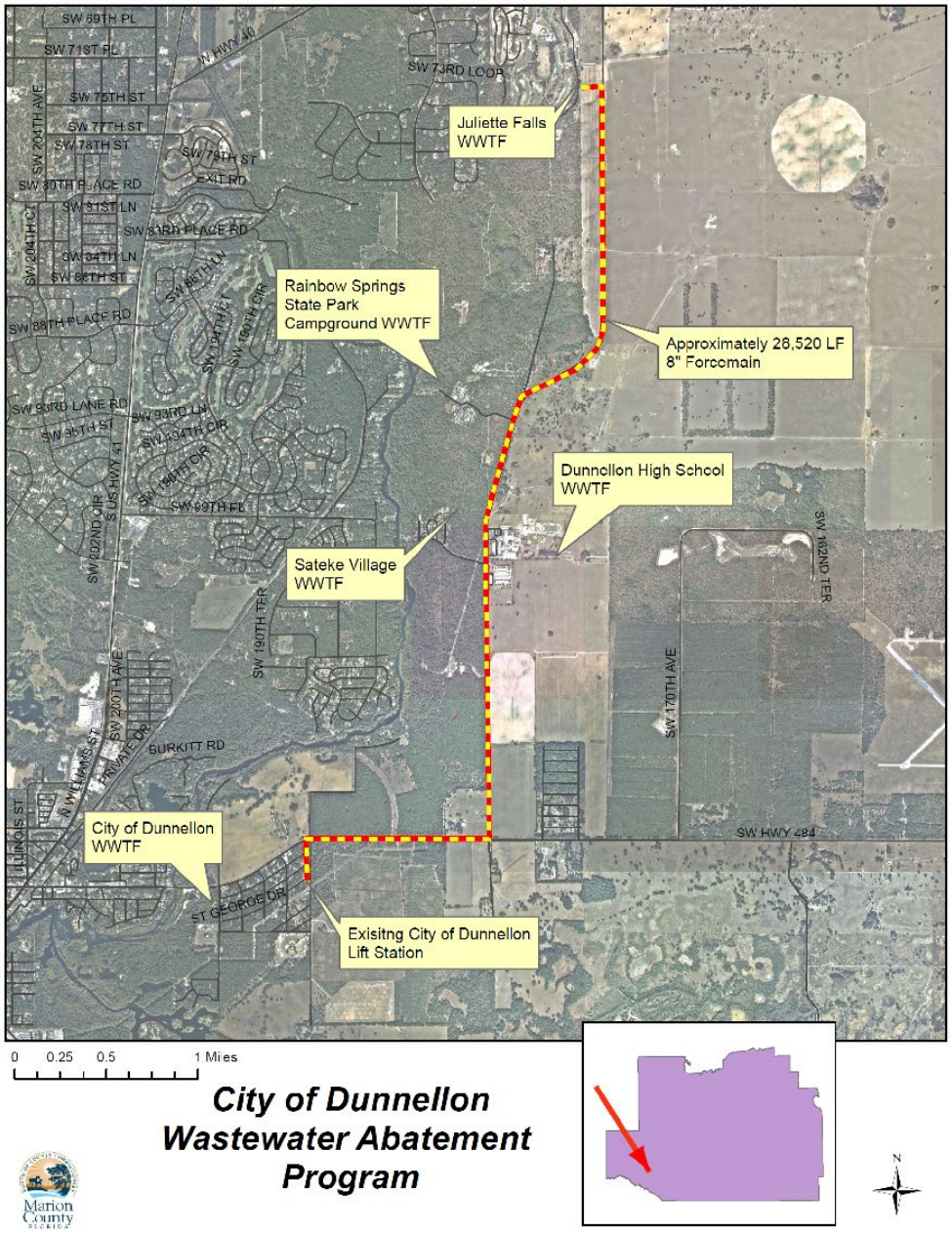
Budget Summary for All Tasks:

Category Totals	State Funding
Salaries Total	
Fringe Benefits Total	
Travel Total	
Contractual Total	$2,279,183
Equipment Purchases Total	
Supplies/Other Expenses Total	
Land Total	
Indirect Total	
Total for Project:	$2,279,183

Optional Information:

Location Details:
Latitude (decimal degrees): 29.061566
Longitude (decimal degrees): -82.419364
Impaired Water Body Affected, if applicable: Rainbow Springs
TMDL Status: Impaired
TMDL Impairment (e.g nitrogen, fecal coliform): Nitrogen
Impairments to be Addressed by Project: Nitrogen
BMAP Status and Name: Rainbow Springs Basin Management Action Plan
Estimated Load Reductions from Project Implementation:
TP removal (lb/year): n/a TP removal (%): n/a
TN removal (lb/year): 2,630 lbs/yr TN removal (%): n/a
TSS removal (lb/year): n/a TSS removal (%): n/a

Map:



City of Dunnellon Wastewater Abatement Program

CITY OF DUNNELLON
20750 River Drive
Dunnellon, FL 34431
(352) 465-8500
FAX (352) 465-8505

PROPOSED LETTER

Mr. Robert R. Beltran, P.E., Executive Director
Southwest Florida Water Management District
2379 Broad St.
Brooksville, Fl. 34604
August 4, 2015

Dear Mr. Beltran,

We, the City Council of Dunnellon, Florida, do hereby confirm our support of the P113 Sanitary Sewer Force Main project that has been submitted to SWFWMD/DEP by our City Manager, Eddie Esch, Sr. We feel this project is a positive and responsible move towards providing protection for our springs and rivers. Removing these package plants will continue our efforts to reduce the nutrient loading of our springs and provide need protection for our rivers. We thank you for the consideration and funding of this project and look forward to the benefits it will provide to our environment and the surrounding communities.

On behalf of the City of Dunnellon City Council,

_____

Mayor Nathan Whitt Date

Kimley»Horn

INDIVIDUAL PROJECT ORDER NUMBER 55

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Engineer), and The City of Dunnellon (the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated November 9, 2009, which is incorporated herein by reference.

Identification of Project:

Rainbow Springs Infrastructure Development Project

General Category of Services:

Marion County Utilities, the City of Dunnellon, and the Southwest Florida Water Management District (SWFWMD) requested the Florida Department of Environmental Protection (FDEP) to provide funding support for the removal of package wastewater treatment plants along the Rainbow River in support of nutrient reduction and environmental protection. The FDEP has listed $2,279,183 in their 2016 budget to support this project which is now officially titled as the "Rainbow Springs Infrastructure Development Project" (Project). The Project consists of the design, permitting, and construction of a wastewater force main from the Juliette Falls Wastewater Treatment Plant (WWTP) to the City of Dunnellon WWTP. Once the force main is constructed, the Project will provide assistance for decommissioning the FDEP State Park, Dunnellon High School, and Satake Village packaged WWTP's and connection to the City's new force main.

Under this IPO, the Engineer will provide general engineering services as requested by the City of Dunnellon in support of the Project. The first task is to provide the City with hourly "as-requested" assistance with initial project preparation including gathering/organizing project information, developing initial project work plans, and assisting the City with coordination between the SWFWMD, FDEP, and Marion County. Additional project tasks are anticipated and will be added to this IPO by amendment.

Specific Scope of Basic Services:

Task 1 - As Requested Services

A. Kimley-Horn will gather project information, attend meetings, provide general consultation, review documents, develop initial project work plans, assist the City with project coordination, and provide other services as-requested by City staff.

Additional Services if Required:

Services requested that are not specifically included will be provided by amendment to this IPO or under a new and separate IPO agreement.

Method of Compensation:

Services provided under Task 1 will be provided on an hourly basis in accordance with the approved rate schedule and will not exceed $4,900.00 without written authorization by the City Manager or City Council.

Other Special Terms of Individual Project Order:

Services provided under this will be invoiced on a monthly basis. All invoices will include a description of services provided.

Attachments: 2016 Rate Schedule

ACCEPTED:

THE CITY OF DUNNELLON, FLORIDA.	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____ Malcolm L. Bryant, PE
TITLE:_____	TITLE: Project Manager
DATE:_____	DATE: July 1, 2016

G:\New Business\Public Sector\City of Dunnellon\2016\IPO #55 RAINBOW SPRINGS INFRASTRUCTURE DEVELOPMENT PROJECT (P113)\IPO #55 - Rainbow Springs Infrastructure Development Project.docx

Kimley»Horn

KIMLEY-HORN AND ASSOCIATES, INC.

2016 BILLING RATE SCHEDULE
(Subject to change annually on July 1)

Category	Hourly Rate
Support Staff	$50.00 - $60.00
Technical Support	$70.00 - $110.00
Senior Designer	$110.00 - $125.00
Professional	$85.00 - $135.00
Senior Professional	$145.00 - $195.00
Principal	$215.00 - $225.00

Teresa Malmberg

Subject: FW: Wastewater Main Project on 180th Avenue

From: richard hancock [mailto:rickhancock.9@gmail.com]
Sent: Sunday, July 10, 2016 12:20 PM
To: paulm@westnet.com
Cc: Hugh Lochrane; Dawn Bowne
Subject: Re: Wastewater Main Project on 180th Avenue

Paul,
thanks for info. and it all makes sense. The issue as I see it is in timing and management.

I do not believe Dunnellon has the resources or time to take on what has been described as an administrative heavy project, or undertake the efforts to deal with the current owners in the area (Sateke Village) and promote this upgrade. And, Dunnellon certainly cannot afford any investment of dollars or other staff time, etc.

The county says they can't provide the manpower to assist the effort, and SWFMD apparently requires much oversight and administrative involvement to accomplish this project.

Until I know more, the parties have also indicated that Dunnellon would "trade away" some revenues for getting the project done, which I do not agree with at this point.

The only way I see this moving forward is to do what I think should have been done when all the outside systems were added to our utility, and that is to have a dedicated Utility Director within the utility responsible for all aspects of managing both current and future utility operations.

I believe the utility is a "stand-alone" operation like the enterprise it is set up to be, and should be managed accordingly. So, I am encouraging that we budget for a Utility Director who would be a direct report to city council. If the city manager position remains after the Nov. ballot measure, then the director would have dotted line to city council.

This will provide the level of management, oversight, and supervision the utility deserves. It will be able to incorporate projects like the wastewater main and coordinate their implementation and completion. And, it will be in a position in place for when the current supervisors retirement takes place.

The interim city manager, UAB board chair, and I are attempting to learn the details around this project as it currently stands, and if possible, how Dunnellon could help make it happen, or determine the utility should not attempt at this time.

What I got out of the last joint meeting with the parties is that everyone wanted it done, and wanted Dunnellon to do it, at whatever cost or effort it took to do it. Doesn't sound like much of a partnership to me!

please continue to share any info or comments you have.

thanks
regards
rick

Teresa Malmberg

Subject: FW: Wastewater Main Project on 180th Avenue

-----Original Message-----
From: Paul Marraffino [mailto:paulm@westnet.com]
Sent: Sunday, July 10, 2016 3:50 PM
To: richard hancock
Cc: Hugh Lochrane; Dawn Bowne
Subject: Re: Wastewater Main Project on 180th Avenue

Rick,

You are right that the construction of the wastewater main is a large project and would require administrative follow-up in both the engineering and construction phases. My assumption is that a major engineering firm such as Kimley-Horn would be brought in to design and manage the project. The gossip I get from Sateke Village is that they would not be interested in the initial installation and little time should be spent in trying to persuade them to be a founding member of this project. (At some time in the future the cost to upgrade their system will make them face some sobering economic decisions when this system is operational and the costs are well defined.)

With over 2 M dollars of SWFWMD money in play, there will be some extra reports that will be required. There is local certified PE talent in the community that could be brought in on a consulting basis to augment the inside Dunnellon staff to deal with these reports. I would assume that the cost of this operational management function would be covered as part of the SWFWMD contract. This consulting position would wind down at the end of the project or at the discretion of the City Manager.
Making a decision on a full time Utility Director could occur concurrently with the project.

In the end this wastewater main would be part of the Dunnellon System and therefor it would be natural for Dunnellon to take ownership of the project at the beginning, even if the major tasks were subcontracted.
The planning for this wastewater main has been in discussion by several agencies for over three years. If would be a shame to give the water district a reason to use this sizable amount of money for some other project.

Regards,

Paul

On 7/10/2016 12:19 PM, richard hancock wrote:
> Paul,
> thanks for info. and it all makes sense. The issue as I see it is in
> timing and management.
>
> I do not believe Dunnellon has the resources or time to take on what
> has been described as an administrative heavy project, or undertake
> the efforts to deal with the current owners in the area (Sateke
> Village) and promote this upgrade. And, Dunnellon certainly cannot
> afford any investment of dollars or other staff time, etc.
>
> The county says they can’t provide the manpower to assist the effort,
> and SWFMD apparently requires much oversight and administrative
> involvement to accomplish this project.

>
> Until I know more, the parties have also indicated that Dunnellon
> would “trade away” some revenues for getting the project done, which I
> do not agree with at this point.
>
> The only way I see this moving forward is to do what I think should
> have been done when all the outside systems were added to our utility,
> and that is to have a dedicated Utility Director within the utility
> responsible for all aspects of managing both current and future
> utility operations.
>
> I believe the utility is a “stand-alone” operation like the enterprise
> it is set up to be, and should be managed accordingly. So, I am
> encouraging that we budget for a Utility Director who would be a
> direct report to city council. If the city manager position remains
> after the Nov. ballot measure, then the director would have dotted
> line to city council.
>
> This will provide the level of management, oversight, and supervision
> the utility deserves. It will be able to incorporate projects like the
> wastewater main and coordinate their implementation and completion.
> And, it will be in a position in place for when the current
> supervisors retirement takes place.
>
> The interim city manager, UAB board chair, and I are attempting to
> learn the details around this project as it currently stands, and if
> possible, how Dunnellon could help make it happen, or determine the
> utility should not attempt at this time.
>
> What I got out of the last joint meeting with the parties is that
> everyone wanted it done, and wanted Dunnellon to do it, at whatever
> cost or effort it took to do it. Doesn’t sound like much of a
> partnership to me!
>
> please continue to share any info or comments you have.
>
> thanks
> regards
> rick
>
>
>
>
>> On Jul 10, 2016, at 11:51 AM, Paul Marraffino <paulm@westnet.com
>> <mailto:paulm@westnet.com>> wrote:
>>
>> Rick,
>>
>> There was a discussion at the last City Council workshop on the
>> Wastewater Main project.
>>
>> Attached is a note on the value of this project.

>>
>> Please share it with whomever you think will benefit from reading it.
>>
>> Regards,
>>
>> Paul
>> <Wastewater Main Project.docx>
>
> www.rxpx.zenfolio.com <http://www.rxpx.zenfolio.com>
>
>
>
>
>
>
>

On Jul 10, 2016, at 11:51 AM, Paul Marraffino <paulm@westnet.com> wrote:

Rick,

There was a discussion at the last City Council workshop on the Wastewater Main project.

Attached is a note on the value of this project.

Please share it with whomever you think will benefit from reading it.

Regards,

Paul
<Wastewater Main Project.docx>

www.rxpx.zenfolio.com

CITY OF DUNNELLON
2015-2016 YEAR TO DATE SUMMARY
JUNE 75% COMPLETE

	WATER FUND				
52	REVENUES	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	FY 15-16 PROJECTED	PERCENT COLLECTED
53	Federal Grants	613,000	428,140	613,000	69.8%
54	Charges For Services	1,213,836	932,737	1,255,918	76.8%
55	Miscellaneous	1,784	(10,549)	(10,103)	-591.3%
56	Other Sources/Uses	178,690	178,690	178,690	100.0%
57					
58	Total Water Revenues	2,007,310	1,529,017	2,037,505	76.2%

		FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	FY 15-16 PROJECTED	PERCENT USED
59	EXPENDITURES				
60	Personnel	264,595	186,344	253,719	70.4%
61	Operations	476,657	245,121	361,905	51.4%
62	Capital	608,000	462,585	700,908	76.1%
63	Debt Service	485,880	411,645	411,645	84.7%
64	Contribution to General Fund	71,106	53,329	71,106	75.0%
65	Transfer to Reserves	101,072	-	101,072	0.0%
66					
67	Total Water Expenditures	2,007,310	1,359,026	1,900,355	67.7%

	SEWER FUND				
68	REVENUES	FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	FY 15-16 PROJECTED	PERCENT COLLECTED
69	Federal Grants	37,000	-	37,000	0.0%
70	State Grants	-	-	-	0.0%
71	Charges For Services	1,470,292	1,119,168	1,525,124	76.1%
72	Miscellaneous	1,684	12,709	13,130	754.7%
73	Other Sources/Uses	133,985	133,985	133,985	100.0%
74					
75	Total Sewer Revenues	1,642,961	1,265,862	1,709,238	77.0%

		FY 15-16 REVISED/ AMENDED BUDGET	FY 15-16 YEAR TO DATE ACTUAL	FY 15-16 PROJECTED	PERCENT USED
76	EXPENDITURES				
77	Personnel	326,553	229,807	311,603	70.4%
78	Operations	562,391	337,552	491,957	60.0%
79	Capital	109,000	33,937	142,937	31.1%
80	Debt Service	556,757	464,482	471,518	83.4%
81	Contribution to General Fund	72,622	54,466	127,088	75.0%
82	Transfer to Reserves	15,638	-	15,638	0.0%
83					
84	Total Sewer Expenditures	1,642,961	1,120,245	1,560,742	71.3%

CASH/EQUITY BALANCES

		BEGINNING BALANCE 10/1/2015	BALANCE 5/31/2016	BALANCE 6/30/2016	NET CHANGE FROM PRIOR PERIOD	NET CHANGE FROM START OF YEAR
WATER/SEWER BANK ACCOUNTS						
02000-10105	UTILITY DEPOSITS CHECKING	116,583.92	77,904.92	88,381.92	10,477.00	(28,202.00)
02000-10106	WATER/SEWER OPERATING ACCOUNT	1,280,458.13	1,537,309.34	1,681,957.07	144,647.73	401,498.94
02000-10107	BOND PROCEEDS ACCOUNT	1,654,507.48	1,336,696.54	1,336,806.10	109.56	(317,701.38)
02000-10200	PETTY CASH	400.00	400.00	400.00	0.00	0.00
02000-15145	PNC - UTILITIES #1206546417	50,000.00	50,000.00	50,000.00	0.00	0.00
WATER/SEWER CASH		3,101,949.53	3,002,310.80	3,157,545.09	155,234.29	55,595.56
WATER EQUITY						
02000-15148	REGIONS BOND PROCEEDS-2013	1,067,276.50	806,157.46	806,157.46	0.00	(261,119.04)
02000-15163	WATER - UTIL DEP	116,583.92	89,691.92	88,381.92	(1,310.00)	(28,202.00)
02000-15164	CAP IMPROVE/CONNECT FEES	18,653.15	18,653.15	18,653.15	0.00	0.00
02000-15168	UNRESTRICTED	189,704.41	327,039.39	422,877.34	95,837.95	233,172.93
02000-15180	RESERVE EQUIP REPL	0.00	-	-	0.00	0.00
02000-15192	EMERGENCY RESERVE EQUITY	3,622.34	4,770.62	4,910.02	139.40	1,287.68
02000-15195	REGIONS DEBT SVC RESERVE-WEF	187,202.09	123,543.19	142,570.64	19,027.45	(44,631.45)
02000-15196	BB&T DEBT SVC RESERV-WEF	174,836.48	193,630.08	196,999.60	3,369.52	22,163.12
WATER EQUITY		1,757,878.89	1,563,485.81	1,680,550.13	117,064.32	(77,328.76)
SEWER EQUITY						
02000-15149	REGIONS BOND PROCEEDS-2013	582,586.02	524,962.41	524,962.41	0.00	(57,623.61)
02000-15167	CAP IMPROVE/CONNECT FEES/SRF	108,581.57	108,581.57	108,581.57	0.00	0.00
02000-15169	UNRESTRICTED	98,512.71	256,479.37	249,405.73	(7,073.64)	150,893.02
02000-15181	RESERVE EQUIP REPL	0.00	-	-	0.00	0.00
02000-15189	SRF LOAN RESERVE	33,893.18	26,857.60	26,857.60	0.00	(7,035.58)
02000-15190	REGIONS DEBT SVC RESERVE-SEF	278,892.93	197,456.24	225,778.39	28,322.15	(53,114.54)
02000-15193	EMERGENCY RESERVE EQUITY	2,301.93	3,056.15	3,157.10	100.95	855.17
02000-15197	BB&T DEBT SVC RESERV-SEF	137,371.52	136,812.28	139,459.76	2,647.48	2,088.24
SEWER EQUITY		1,242,139.86	1,254,205.62	1,278,202.56	23,996.94	36,062.70

PROPOSED BUDGET

Fiscal Year 2016-2017

ENTERPRISE FUNDS - PERSONNEL AND DEBT SERVICE

7/18/16

WATER ENTERPRISE FUND

PERSONNEL

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
WATER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
00533	WATER EXPENSE				
00533	10120 - REGULAR SALARIES				162,656.00
	SENIOR UTILITY BILLING CLERK 50% OF $30,306	0	1.00	15,153.00	15,153.00
	UTILITY BILLING CLERK 50% OF $24,357	0	1.00	12,179.00	12,179.00
	ASSISTANT PS/W/S 33% OF $24,357	0	1.00	8,038.00	8,038.00
	CD TECH/STAFF SUPERVISOR 22% OF $33,280	0	1.00	7,322.00	7,322.00
	UTILITY SUPERVISOR 50% OF $53,181	0	1.00	26,591.00	26,591.00
	PLANT OPERATOR 50% OF $44,290	0	1.00	22,145.00	22,145.00
	W/S SERVICE WORKER 50% OF $27,560	0	1.00	13,780.00	13,780.00
	W/S SERVICE WORKER 50% OF $23,400	0	1.00	11,700.00	11,700.00
	W/S SERVICE WORKER 50% OF $25,709	0	1.00	12,855.00	12,855.00
	W/S CREW LEADER 50% OF $31,494	0	1.00	15,747.00	15,747.00
	W/S SERVICE WORKER 50% OF $26,291	0	1.00	13,146.00	13,146.00
	MECHANIC 10% OF $40,000	0	1.00	4,000.00	4,000.00
00533	10121 - LONGEVITY BONUS				1,013.00
	ASST PS/W/S	0	1.00	33.00	33.00
	CD TECH/STAFF SUPERVISOR	0	1.00	66.00	66.00
	UTILITY SUPV.	0	1.00	500.00	500.00
	PLANT OPERATOR	0	1.00	88.00	88.00
	W/S SERVICE WORKER	0	1.00	88.00	88.00
	W/S CREW LEADER	0	1.00	88.00	88.00
		0	1.00	150.00	150.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
WATER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
	W/S SERVICE WORKER				
00533	10124 - DUTY PAGERS PER DIEM				1,025.00
00533	10140 - OVERTIME				24,000.00
00533	10210 - FICA				11,636.00
	SENIOR UTILITY BILLING CLERK	0	1.00	940.00	940.00
	UTILITY BILLING CLERK	0	1.00	755.00	755.00
	ASSISTANT PS/W/S	0	1.00	500.00	500.00
	CD TECH/STAFF SUPERVISOR	0	1.00	458.00	458.00
	UTILITY SUPERVISOR	0	1.00	1,680.00	1,680.00
	PLANT OPERATOR	0	1.00	1,378.00	1,378.00
	W/S SERVICE WORKER	0	1.00	854.00	854.00
	W/S SERVICE WORKER	0	1.00	725.00	725.00
	W/S SERVICE WORKER	0	1.00	803.00	803.00
	W/S CREW LEADER	0	1.00	982.00	982.00
	W/S SERVICE WORKER	0	1.00	825.00	825.00
	MECHANIC	0	1.00	248.00	248.00
	OVERTIME WAGES OF $24,000	0	1.00	1,488.00	1,488.00
00533	10212 - MEDICARE				2,722.00
	SENIOR UTILITY BILLING CLERK	0	1.00	220.00	220.00
	UTILITY BILLING CLERK	0	1.00	177.00	177.00
	ASSISTANT PS/W/S	0	1.00	118.00	118.00
	CD TECH/STAFF SUPERVISOR	0	1.00	107.00	107.00
	UTILITY SUPERVISOR	0	1.00	392.00	392.00
	PLANT OPERATOR	0	1.00	322.00	322.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
WATER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
	W/S SERVICE WORKER	0	1.00	200.00		200.00
	W/S SERVICE WORKER	0	1.00	170.00		170.00
	W/S SERVICE WORKER	0	1.00	187.00		187.00
	W/S CREW LEADER	0	1.00	230.00		230.00
	W/S SERVICE WORKER	0	1.00	193.00		193.00
	MECHANIC	0	1.00	58.00		58.00
	OVERTIME WAGES OF $24,000	0	1.00	348.00		348.00
00533	10220 - FRS RETIREMENT					2,038.00
	UTILITY SUPERVISOR	0	1.00	2,038.00		2,038.00
00533	10221 - FL. LEAGUE RETIREMENT					13,732.00
	SENIOR UTILITY BILLING CLERK	0	1.00	1,818.00		1,818.00
	UTILITY BILLING CLERK	0	1.00	731.00		731.00
	ASSISTANT PS/W/S	0	1.00	969.00		969.00
	CD TECH/STAFF SUPERVISOR	0	1.00	887.00		887.00
	PLANT OPERATOR	0	1.00	2,668.00		2,668.00
	W/S SERVICE WORKER	0	1.00	827.00		827.00
	W/S SERVICE WORKER	0	1.00	702.00		702.00
	W/S SERVICE WORKER	0	1.00	1,553.00		1,553.00
	W/S CREW LEADER	0	1.00	1,900.00		1,900.00
	W/S SERVICE WORKER	0	1.00	1,197.00		1,197.00
	MECHANIC	0	1.00	480.00		480.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
WATER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
00533	10230 - LIFE & HEALTH					38,515.00
	SENIOR UTILITY BILLING CLERK	0	1.00	3,737.00		3,737.00
	UTILITY BILLING CLERK	0	1.00	3,725.00		3,725.00
	ASSISTANT PS/W/S	0	1.00	2,458.00		2,458.00
	CD TECH/STAFF SUPERVISOR	0	1.00	1,647.00		1,647.00
	UTILITY SUPERVISOR	0	1.00	3,783.00		3,783.00
	PLANT OPERATOR	0	1.00	3,765.00		3,765.00
	W/S SERVICE WORKER	0	1.00	3,731.00		3,731.00
	W/S SERVICE WORKER	0	1.00	3,723.00		3,723.00
	W/S SERVICE WORKER	0	1.00	3,727.00		3,727.00
	W/S CREW LEADER	0	1.00	3,739.00		3,739.00
	W/S SERVICE WORKER	0	1.00	3,729.00		3,729.00
	MECHANIC	0	1.00	751.00		751.00
00533	10240 - WORKER'S COMPENSATION					4,041.00
	TOTAL WATER EXPENSE					261,378.00
	TOTAL WATER ENTERPRISE FUND					261,378.00
	GRAND TOTAL					261,378.00

** END OF REPORT - Generated by jan smith **

WATER ENTERPRISE FUND

DEBT SERVICE

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
WATER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
00533	WATER EXPENSE					
00533	70710 - 2013 DEBT SERVICE-PRINCIPAL					123,717.00
	REGIONS BANK SERIES 2013 - DUE NOVEMBER 1 3.39% APR (43% WATER/57% SEWER)	0	1.00	123,717.00		123,717.00
00533	70710 - 2016 DEBT SERVICE-PRINCIPAL					246,400.00
	BB&T SERIES 2016 BOND - DUE DECEMBER 1 2.54% APR (56% WATER/44% SEWER) THIS BOND IS THE REFI OF SERIES 2011	0	1.00	246,400.00		246,400.00
00533	70720 - 2013 DEBT SVC - INTEREST					91,206.00
	REGIONS SERIES 2013-DUE MAY 1 AND NOVEMBER 1 - 3.39% APR (43% WATER/57% SEWER)	0	1.00	91,206.00		91,206.00
00533	70720 - 2016 DEBT SVC - INTEREST					59,892.00
	BB&T SERIES 2016 - DUE DECEMBER 1 AND JUNE 1 - 2.54% APR (56% WATER/44% SEWER) THIS BOND IS THE REFI OF SERIES 2011	0	1.00	59,892.00		59,892.00
	TOTAL WATER EXPENSE					521,215.00
	TOTAL WATER ENTERPRISE FUND					521,215.00
	GRAND TOTAL					521,215.00

TOTAL DEBT SERVICE

** END OF REPORT - Generated by jan smith **

SEWER ENTERPRISE FUND

PERSONNEL

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
SEWER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
10535	SEWER EXPENSE				
10535	10120 - REGULAR SALARIES				206,286.00
	SENIOR UTILITY BILLING CLERK 49% OF $30,306	0	1.00	14,850.00	14,850.00
	UTILITY BILLING CLERK 49% OF $24,357	0	1.00	11,935.00	11,935.00
	ASSISTANT PS/W/S 33% OF $24,357	0	1.00	8,038.00	8,038.00
	CD TECH/STAFF SUPERVISOR 5% OF $33,280	0	1.00	1,664.00	1,664.00
	UTILITY SUPERVISOR 50% OF $53,181	0	1.00	26,591.00	26,591.00
	WWTP OPERATOR 100%	0	1.00	49,836.00	49,836.00
	PLANT OPERATOR 50% OF $44,290	0	1.00	22,145.00	22,145.00
	W/S SERVICE WORKER 50% OF $27,560	0	1.00	13,780.00	13,780.00
	W/S SERVICE WORKER 50% OF $23,400	0	1.00	11,700.00	11,700.00
	W/S SERVICE WORKER 50% OF $25,709	0	1.00	12,854.00	12,854.00
	W/S CREW LEADER 50% OF $31,494	0	1.00	15,747.00	15,747.00
	W/S SERVICE WORKER 50% OF $26,291	0	1.00	13,146.00	13,146.00
	MECHANIC 10% OF $40,000	0	1.00	4,000.00	4,000.00
10535	10121 - LONGEVITY BONUS				1,462.00
	ASST PS/W/S	0	1.00	33.00	33.00
	CD TECH/STAFF SUPERVISOR	0	1.00	15.00	15.00
	UTILITY SUPV	0	1.00	500.00	500.00
	WWTP OPERATOR	0	1.00	500.00	500.00
	PLANT OPERATOR	0	1.00	88.00	88.00
		0	1.00	88.00	88.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
SEWER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
	W/S SERVICE WORKER	0	1.00	88.00		88.00
	W/S CREW LEADER	0	1.00	150.00		150.00
	W/S SERVICE WORKER					
10535	10124 - DUTY PAGERS PER DIEM					1,025.00
10535	10140 - OVERTIME					28,000.00
10535	10210 - FICA					14,617.00
	SENIOR UTILITY BILLING CLERK	0	1.00	921.00		921.00
	UTILITY BILLING CLERK	0	1.00	740.00		740.00
	ASSISTANT PS/W/S	0	1.00	500.00		500.00
	CD TECH/STAFF SUPERVISOR	0	1.00	104.00		104.00
	UTILITY SUPERVISOR	0	1.00	1,680.00		1,680.00
	WWTP OPERATOR	0	1.00	3,121.00		3,121.00
	PLANT OPERATOR	0	1.00	1,378.00		1,378.00
	W/S SERVICE WORKER	0	1.00	854.00		854.00
	W/S SERVICE WORKER	0	1.00	725.00		725.00
	W/S SERVICE WORKER	0	1.00	803.00		803.00
	W/S CREW LEADER	0	1.00	982.00		982.00
	W/S SERVICE WORKER	0	1.00	825.00		825.00
	MECHANIC	0	1.00	248.00		248.00
	OVERTIME WAGES OF $28,000	0	1.00	1,736.00		1,736.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
SEWER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017 FINAL
10535	10212 - MEDICARE				3,419.00
	SENIOR UTILITY BILLING CLERK	0	1.00	215.00	215.00
	UTILITY BILLING CLERK	0	1.00	173.00	173.00
	ASSISTANT PS/W/S	0	1.00	117.00	117.00
	CD TECH/STAFF SUPERVISOR	0	1.00	24.00	24.00
	UTILITY SUPERVISOR	0	1.00	393.00	393.00
	WWTP OPERATOR	0	1.00	730.00	730.00
	PLANT OPERATOR	0	1.00	322.00	322.00
	W/S SERVICE WORKER	0	1.00	200.00	200.00
	W/S SERVICE WORKER	0	1.00	170.00	170.00
	W/S SERVICE WORKER	0	1.00	188.00	188.00
	W/S CREW LEADER	0	1.00	230.00	230.00
	W/S SERVICE WORKER	0	1.00	193.00	193.00
	MECHANIC	0	1.00	58.00	58.00
	OVERTIME WAGES OF $28,000	0	1.00	406.00	406.00
10535	10220 - FRS RETIREMENT				2,038.00
	UTILITY SUPERVISOR	0	1.00	2,038.00	2,038.00
10535	10221 - FL. LEAGUE RETIREMENT				19,035.00
	SENIOR UTILITY BILLING CLERK	0	1.00	1,782.00	1,782.00
	UTILITY BILLING CLERK	0	1.00	716.00	716.00
	ASSISTANT PS/W/S	0	1.00	969.00	969.00
	CD TECH/STAFF SUPERVISOR	0	1.00	201.00	201.00
	WWTP OPERATOR	0	1.00	6,040.00	6,040.00
	PLANT OPERATOR	0	1.00	2,668.00	2,668.00
	W/S SERVICE WORKER	0	1.00	827.00	827.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
SEWER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
	W/S SERVICE WORKER	0	1.00	702.00		702.00
	W/S SERVICE WORKER	0	1.00	1,553.00		1,553.00
	W/S CREW LEADER	0	1.00	1,900.00		1,900.00
	W/S SERVICE WORKER	0	1.00	1,197.00		1,197.00
	MECHANIC	0	1.00	480.00		480.00
10535	10230 - LIFE & HEALTH					44,642.00
	SENIOR UTILITY BILLING CLERK	0	1.00	3,662.00		3,662.00
	UTILITY BILLING CLERK	0	1.00	3,650.00		3,650.00
	ASSISTANT PS/W/S	0	1.00	2,458.00		2,458.00
	CD TECH/STAFF SUPERVISOR	0	1.00	374.00		374.00
	UTILITY SUPERVISOR	0	1.00	3,783.00		3,783.00
	WWTP OPERATOR	0	1.00	7,550.00		7,550.00
	PLANT OPERATOR	0	1.00	3,765.00		3,765.00
	W/S SERVICE WORKER	0	1.00	3,731.00		3,731.00
	W/S SERVICE WORKER	0	1.00	3,723.00		3,723.00
	W/S SERVICE WORKER	0	1.00	3,727.00		3,727.00
	W/S CREW LEADER	0	1.00	3,739.00		3,739.00
	W/S SERVICE WORKER	0	1.00	3,729.00		3,729.00
	MECHANIC	0	1.00	751.00		751.00
10535	10240 - WORKER'S COMPENSATION					5,347.00
	TOTAL SEWER EXPENSE					325,871.00
	TOTAL SEWER ENTERPRISE FUND					325,871.00
	GRAND TOTAL					325,871.00

** END OF REPORT - Generated by jan smith **

SEWER ENTERPRISE FUND

DEBT SERVICE

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:
SEWER ENTERPRISE FUND

		VENDOR	QUANTITY	UNIT COST	2017	FINAL
10535	SEWER EXPENSE					
10535	70710 - 2010A DEBT SERVICE-PRINCIPAL					23,042.00
	REGIONS SERIES 2010A-USDA LOAN REFINANCE DUE NOVEMBER 1 - 3.39% APR (100% SEWER)	0	1.00	23,042.00		23,042.00
10535	70710 - 2013 DEBT SERVICE-PRINCIPAL					163,997.00
	REGIONS SERIES 2013 DUE NOVEMBER 1 - 3.39% APR (43% WATER/57% SEWER)	0	1.00	163,997.00		163,997.00
10535	70710 - 2016 DEBT SERVICE-PRINCIPAL					193,600.00
	BB&T SERIES 2016 DUE DECEMBER 1 - 2.54% APR (56% WATER/44% SEWER) THIS IS THE REFI OF SERIES 2011	0	1.00	193,600.00		193,600.00
10535	70720 - 2010A DEBT SVC - INTEREST					14,560.00
	REGIONS SERIES 2010A-USDA LOAN REFINANCE DUE NOVEMBER 1 AND MAY 1 - 3.39% APR (100% SEWER)	0	1.00	14,560.00		14,560.00
10535	70720 - 2013 DEBT SVC - INTEREST					120,901.00
	REGIONS SERIES 2013 DUE NOVEMBER 1 AND MAY 1 - 3.39% APR (45% WATER/57% SEWER)	0	1.00	120,901.00		120,901.00

PROJECTION: 2017 FISCAL YEAR 2016-2017 ANNUAL BUDGET

ACCOUNTS FOR:

SEWER ENTERPRISE FUND	VENDOR	QUANTITY	UNIT COST	2017	FINAL
10535 70720 - 2016 DEBT SVC - INTEREST					47,059.00
	0	1.00	47,059.00		47,059.00
BB&T SERIES 2016 DUE DECEMBER 1 AND JUNE 1 - 2.54% APR (56% WATER/44% SEWER) THIS IS THE REFI OF SERIES 2011					
TOTAL SEWER EXPENSE					563,159.00
TOTAL SEWER ENTERPRISE FUND					563,159.00
GRAND TOTAL					563,159.00

TOTAL DEBT SERVICE

** END OF REPORT - Generated by jan smith **

UAB Meeting 7/18/16

FY 2016-2017 PROPOSED ENTERPRISE FUND BUDGETS

WATER AND SEWER

PRELIMINARY PERSONNEL AND DEBT SERVICE DATA

Personnel Changes from FY15-16

- CD Tech/Staff Supervisor-reduced salary allocation to water from 25% to 22%
- WS Service Worker promoted to Crew Leader 5% increase to Water and Sewer.
- Change in Utility Billing personnel overall decrease to both funds by 14%.

  Note: % changes above based on base salary amount.

- Estimated Health & Life Insurance increase 13% for an overall increase to both funds of $9,287
- Worker's Comp Insurance increase 12% for an overall increase to both funds of $1,015.50

Debt Service Changes from FY15-16

- State Revolving Fund (SRF) loan paid off $14,072
- Refinance BB&T Revenue Bond -10 years at 2.54% APR for a decrease of .10% APR. Estimated interest savings over bond term $32,204

7/15/2016
10:17 AM

2016-2017 SALARY PLAN
Grand Totals

POSITION	TOTAL PAYROLL
SR Utility Billing Clerk	43,801.23
Utility Billing Clerk	35,184.70
Asst PS/W/S	36,765.99
CDTech/Staff Supervisor	47,737.80
Utility Supv.	71,986.82
WWTP Oper	69,271.58
Plant Operator	62,390.46
W/S SW	39,811.33
W/S SW	34,912.29
W/S SW	39,389.07
Crew Leader	46,550.65
W/S SW	39,467.64
Mechanic	56,625.50
	623,895.05
Note: Overtime, Duty Pager Per Diem,	
Fica and Medicare associated with Overtime	
are not included in the above	

Meeting Date: July 6, 2016

From (Dept): Finance

Signature: _____
Department Director

Approved for Agenda: _____
City Manager

Official Use Only

Reviewed by City Attorney: _____

Council Action: _____

Date: _____

SUBJECT: Billing Rio Vista Utility Customers for their portion of the Rio Vista Waste Water Treatment Facility Decommissioning Project

Request For Approval:

SUMMARY EXPLANATION & BACKGROUND: Please see attached backup-Virginia Cassady will be in attendance at Wednesday's workshop to discuss the need for the City to pass an ordinance establishing a capital charge for Rio Vista utility customers to ensure reimbursement of City capital funds.

FISCAL INFORMATION:

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: To be discussed

Initiated by: JS

Rio Vista

Jan Smith

From: Virginia Cassady <vcassady@shepardfirm.com>
Sent: Wednesday, June 29, 2016 10:14 AM
To: Jan Smith
Subject: FW: Rio Vista Sewer Customers
Attachments: DOC004.pdf; Fla. Stat. 180.135 - tenants as utility customers.pdf

Jan, in addition to below, just a reminder that you also have to give notice of the proposed change to customers on their bills, just as you have before when Council implements a rate adjustment, per the statute below:

180.136 Water or sewer utilities; notice.—Before a local government water or sewer utility increases any rate, charge, or fee for water or sewer utility service, the utility shall provide notice of the proposed increase to each customer of the utility through the utility's billing process. The notice shall state the date, time, and place of the meeting of the governing board of the local government at which such increase will be considered. The notice required in this section is in addition to any notice and public meeting requirements for ordinance adoption as provided by general law.

DISCLAIMER:
The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Virginia Cassady
Sent: Tuesday, June 28, 2016 3:00 PM
To: Jan Smith (jsmith@dunnellon.org)
Subject: FW: Rio Vista Sewer Customers

Jan, I am responding to your email to Andrew below. I understand that the City has incurred about $379,965.72 in costs to connect Rio Vista to the City's Sewer System, which paragraphs 6 and 10 of the 2011 Utility Purchase Agreement contemplate. Pursuant to paragraph 10 of that Agreement, you are ready to bill the capital charge to the 43 Rio Vista customers, and the current amount billed to each customer will be about $36 monthly for a period of 20 years.

Your concern is that this capital charge is supposed to be billed to owners of properties pursuant to paragraph 10, yet at least one Rio Vista customer is a tenant, and there may be more tenants in the 20 years to come. Since F.S. 180.135 prohibits a city from refusing service or filing liens for nonpayment of utility services by former tenants, your concern is that the City will have no recourse if this tenant or future tenants fail or refuse to pay the $36 monthly capital charge. There are options

and solutions for the City to ensure that the City recoups this capital charge from tenants and property owners:

1) Prior to billing Rio Vista property owners, the City Council must authorize the capital charge by ordinance, which can be codified under Ch. 70. It is not enough to rely on the Utility Purchase Agreement because none of the customers are parties to that Agreement. There must be an ordinance authorizing its imposition and a resolution imposing the amount. With no contract or law imposing it, none of the customers are legally bound to pay it.

2) The City is under no legal obligation to bill property owners <u>only,</u> even though paragraph 10 mentions that property owners are to be billed.

3) Once the capital charge is imposed by ordinance, it becomes a utility service charge, just like your other charges. If a tenant fails to pay, under Fla. Stat. 180.135, the City can shut off service after 30 days for failure of the tenant to pay the entire monthly bill. When the tenant comes to pay for re-connection, the $36 is collected along with other monthly utility charges.

4) If a tenant leaves the premises without paying his/her last month's bill, you can deduct the amount from the security deposit. This may require the City to increase its security deposit amount at some point in the future.

5) In interim periods when developed property is vacant, the City can legally impose the capital charge on property owners and send them the monthly bills. That would be specified in the ordinance. A great many local governments have an "availability" fee which is imposed on all developed property, whether or not the property is occupied. The Fla. Supreme Court has recognized this fee as necessary, especially when a city has to pay debt service on bonds for the System.

6) In the future, the City might want to consider setting up a special assessment for Rio Vista to impose this fee on Rio Vista customers. The value of special assessments is that the amount is collected by the Tax Collector and appears on the tax bills. If a property owner becomes delinquent, the Tax Collector collects the monies, and the City ultimately gets reimbursed. It is too late to accomplish this for the Fiscal Year 2016-17, but the City can set the wheels in motion for the future. City has already chosen a company for fire fee special assessments. The special assessment for Rio Vista would be a little more straightforward than the fire fee special assessments since it is a finite number for a limited time period.

Let me know if this matter will be on the July 6th workshop. Also, let me know if you have questions.

SSC

SHEPARD, SMITH & CASSADY, P.A.
ATTORNEYS & COUNSELORS AT LAW

VIRGINIA CASSADY
ATTORNEY AT LAW
BOARD CERTIFIED CITY, COUNTY & LOCAL GOVERNMENT LAW
VCassady@ShepardFirm.com
toll free 866.247.3008
office 407.622.1772
cell 321.228.8295
fax 407.622.1884
2300 MAITLAND CENTER PKWY. STE. 100
MAITLAND, FL 32751
SHEPARDFIRM.COM

DISCLAIMER:

The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Andrew Hand
Sent: Tuesday, June 28, 2016 11:23 AM
To: Virginia Cassady
Subject: FW: Rio Vista Sewer Customers

DISCLAIMER:
The information transmitted is intended only for the person or entity to which it is addressed and contains confidential and/or privileged materials protected under the Attorney-Client Privilege. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

From: Jan Smith [mailto:jsmith@dunnellon.org]
Sent: Wednesday, June 22, 2016 9:30 AM
To: Andrew Hand <ahand@shepardfirm.com>
Subject: Rio Vista Sewer Customers

Hi Andrew,

I am attaching a 10 page Utility Purchase Agreement to this email. This agreement states that we will recoup up to 31.1% of the City's cost to connect Rio Vista to our system. The City only had to pay 29.36% with a grant from FDEP paying the rest. I will be spreading $379,965.72 over 20 years to customers that are connected to sewer. This would be reallocated if new users connect.

The only way for us to assess a late fee is to bill each customer on their utility bill. An issue arises if the house is being rented. We cannot hold the tenant responsible for this charge. We can bill the property owner separately and assess late fees. My question is what recourse do we have if the property owner doesn't pay? If they have water and sewer service we can shut them off for non-pay. We can't do this if the property is rented. Could we file a lien? If the tenant leaves can we refuse service until the amount outstanding is paid? Could we require payment in full in order to establish utilities in the renter's name?

Please address this issue ASAP as I need to get the billing started.

Thank you so much,

PS If you need the exhibits let me know.

Jan Smith
Finance Officer
City of Dunnellon

20750 River Drive
Dunnellon, FL 34431
Phone: 352-465-8500
Fax: 352-465-8505
Email: jsmith@dunnellon.org

Please Note: Florida has a very broad public records law. Written communication to or from City officials regarding City business is public record and open to inspection including names, addresses, and email addresses. Therefore, your email communicatin may be subject to public disclosure.

Agreement #AGR2011-110

MASTER

UTILITY PURCHASE AGREEMENT

THIS UTILITY PURCHASE AGREEMENT ("**Purchase Agreement**") is made this 22nd day of August 2011, between the City of Dunnellon located at 20750 River Drive, Dunnellon, Florida 34431 ("**Purchaser**" or "**City**") and the Civic Association of Rio Vista Utilities, Inc., a Florida not-for-profit corporation, located at 10951 SW 186th Circle, Dunnellon, Florida 34432 c/o Registered Agent, Mary Sue Starling ("**Seller**" or "**Rio Vista**").

WHEREAS, Seller owns certain utility assets including the real property more particularly described in the Special Warranty Deed attached hereto and incorporated herein as **Exhibit "A"** (the "**Real Property**"), and other right, title and interest of the Seller in and to any of the assets more particularly described in the Bill of Sale attached hereto and incorporated herein as **Exhibit "B"** (the "**Other Property**", and together with the Real Property, collectively referred to herein as the "**Assets**"), all of which are located in Marion County, Florida and used by Seller in connection with Seller's operation of a water distribution system ("**Water Facility**") and sewer facility (the "**Sewer Facility**", and collectively with the Water Facility, referred to herein as the "**Utility Facilities**") serving, among other customers, the residents of the Rio Vista Community (the "**Community**"); and

WHEREAS, the Sewer Facility had been operated under Florida Department of Environmental Protection ("**FDEP**") permit number FLA012674, which has now expired, and Seller is not able to cure the deficiencies in the Sewer Facility that are the subject of Court Case # 42-2008-CA -002086-G and the resulting Contempt Citation against Seller in Case No. 42-2008-CA-002086-G (collectively, the "**FDEP Action**"); and

WHEREAS, the FDEP has, by letter confirmation attached hereto and incorporated herein as **Exhibit "C"**, provided written assurance that the FDEP will dismiss the FDEP Action, including without limitation the Contempt Citation directed at the Seller, if the City acquires ownership of the Sewer Facility; and

WHEREAS, the City is only willing to acquire the Sewer Facility if it also acquires the Water Facility, and accordingly the City desires to acquire all the Assets, which are located within the City's established Section 180.02 Utility Service District; and

WHEREAS, Seller, pursuant to its By-laws and Chapter 617, *Florida Statutes* (2010), called a Special Meeting on 6/25/11 and by a majority vote of the quorum voted to sell/transfer the Assets to the City; and

WHEREAS, under the terms and conditions set forth in the body of this Purchase Agreement, Seller is willing to sell and convey, and the City is willing to accept and acquire, the Assets in their "as is" condition with all faults and defects, and all right, title and interest of the Seller in and to any of the fixtures, equipment, personal property and intangible personal property of every nature or description located on or used in connection with: (i) the operation of Utility Facilities, including any and all utility infrastructure, and (ii) the Real Property; and

WHEREAS, the Purchaser/City, as good and valuable consideration for this purchase, has applied for a grant/loan from the FDEP to partially fund approximately 68.9% of the sewer connection costs between the City's central sewer facilities and the Sewer Facility (the "**FDEP Grant**"), by which the City will be able to cure the deficiencies in the Sewer Facility that are the subject of the FDEP Action; and

WHEREAS, Purchaser/City also intends to apply for an additional grant from the USDA to assist with defraying the remaining approximate 31.1% sewer connection costs after deducting the amount of the FDEP Grant (the "**USDA Grant**" and together with the FDEP Grant, the "**Grants**"); and

WHEREAS, as added consideration for the sale of the Assets by Seller to the City, the City will take immediate responsibility and liability for all Assets and for the operation and maintenance of the existing Utility Facilities, including responsibility for securing the FDEP Grant, pursuing the USDA Grant and the design and permitting of the Sewer Facility's connection to the City of Dunnellon's central sewer system. Further, upon the City assuming

these responsibilities and prior to the actual construction of the sewer extension, the City shall be responsible for ensuring that the FDEP expeditiously dismisses the FDEP Action, including the Contempt Order, against the Seller.

NOW, THEREFORE, recognizing the consideration and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, Seller hereby agrees to sell and City agrees to purchase the Assets with the following terms and conditions:

1. The parties affirm the above-stated recitals to be true and correct, and incorporated herein by this reference.

2. Seller hereby agrees to sell, and City hereby agrees to acquire, the Assets for the sum of $1.00, paid to Seller on the Closing Date (defined below) and upon Seller's delivery of the Closing Documents (defined below) to the City, all in accordance with the terms and conditions set forth herein below. The City shall pay all commercially standard costs related to said Asset transfer (including any transfer taxes and recording costs, if any), but Seller shall pay the costs of any legal counsel or other consultant representing Seller in connection with the Asset transfer.

3. Seller makes no warranties, expressed or implied, with respect to the condition and state of repair of the Assets, and Seller shall have no obligation or duty to alter, repair or replace any of the Assets. This disclaimer of warranties is expressly in lieu of and supersedes any and all representations and warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, whether arising from statute, common law, custom or otherwise.

4. Upon acquisition of the Utility Facilities, the City shall operate and maintain the Utility Facilities providing: (i) sewer service to the utility's existing sewer customers listed on **Exhibit "D"** (the "**Sewer Customers**"), attached hereto and

incorporated herein by reference, and (ii) water service to the existing water customers listed on **Exhibit "E"** (the "**Water Customers**, and collectively with the Sewer Customers, referred to herein as the "**Customers**"), attached hereto and incorporated herein by this reference, all in accordance with all applicable governmental laws, rules, regulations and permits.

5. The City, upon approval by the Dunnellon City Council (the "**Council**") of the City's acquisition of the Assets, shall immediately begin necessary interim repair work on the Sewer Facility while simultaneously proceeding with the design and permitting of the connection between the Sewer Facility and the City's sewer system as delineated in Kimley-Horn and Associates. Inc, **Utility Evaluation RioVista**, dated April 2011, at page 8 entitled **Capital Cost and Annual Operation and Maintenance Cost Estimate,** and the three options titled **Engineer's Opinion of Probable Cost** to make the permanent connection as between the Sewer Facility and the City's sewer system, which is attached hereto and incorporated herein by reference as **Exhibit "F"**.

6. The City will in good faith and with reasonable diligence pursue the Grants in an effort to reduce the sewer connection costs that will be due from the Sewer Customers in relation to the connection between the City's central sewer system and the Sewer Facility. In any event, the City hereby confirms that it shall not charge the Sewer Customers or any future sewer customers within the Community any more than the 31.1% of the connection costs, even if for some reason the FDEP Grant is not obtained by the City.

7. Once the form of this Purchase Agreement is agreed to, Seller's President shall have it executed on behalf of Seller and this Purchase Agreement will be submitted for the City Council's approval by a vote at a public hearing in August/September of 2011. Assuming this Purchase Agreement is approved by the City Council, this Purchase Agreement will be executed on behalf of the City no later than September 26, 2011, if not sooner and the Purchase Agreement

signed by the City will then be immediately delivered to Seller's President or their legal counsel. The date the City delivers this fully executed Purchase Agreement to Seller's President or their legal counsel shall be the **"Effective Date"** of this Purchase Agreement.

8. The closing of the Asset transfer shall occur on or before three (3) business days after the Effective Date hereof (the **"Closing Date"**). On the Closing Date, Seller shall execute and deliver the following documents in the forms attached hereto as Exhibits A & B (referred to collectively as the **"Closing Documents"**):

   (a) A Special Warranty Deed; and

   (b) Bill of Sale.

9. After the Asset transfer has been effectuated, the City shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses (including attorneys' fees), losses and liabilities of whatsoever nature arising out of or occasioned by or in connection with the Assets and the Utility Facilities.

10. On the Closing Date, the City will immediately begin operating the Utility Facilities and providing water and sewer service to the Customers as previously provided by Seller. The City applies a twenty-five percent (25%) surcharge for water service and sewer service to all its utility customers located outside of the City limits, as authorized in Florida Statutes Section 180.191(1)(a). Therefore, as of the Closing Date, all Customers will begin to pay the rates for water and sewer service as are established by the City for all its water and sewer customers located outside of the limits of the City of Dunnellon (including the surcharge), and all Customers shall be responsible for paying to the City any utility deposits typically required by the City from all its water and sewer customers (the **"City's Deposit"**, which is presently $185 per customer) within 90 days after the Closing Date. Further, owners of properties currently connected to the Sewer Facility or connected to the Sewer Facility in the future will also be billed a capital charge of approximately $20-40/month added to their monthly sewer bill until their pro-rata

share of the sewer connection is paid in full (approximately 15-20 years), in order to cover the remaining costs to connect the Sewer Facility to the City's central sewer facility after applying the Grants. This charge would affect current sewer customers and any new Customers that purchase or build upon lots that must connect to sewer. Billing, late charges and disconnect and reconnect fees will be as provided in the Dunnellon City Code for all customers located outside of the City of Dunnellon.

11. Upon execution of this Purchase Agreement by the Seller and City, the City will continue to provide water and sewer service at no cost to the restroom facility at the riverfront park (**"HOA Park"**) owned by the Civic Association of Rio Vista, Inc., a Florida not-for-profit corporation, which is the homeowners' association for the Community (**"HOA"**) for so long as the HOA allows the Dunnellon Police Department to use the HOA's boat ramp to access Rainbow Springs River. However, the City reserves the right to re-evaluate this arrangement in the future, upon written notice to the HOA.

12. In the interests of security and pursuant to the requirements of the United States Department of Home Land Security, the City will secure and patrol the Utility Facilities. The City Public Works Director, taking into consideration the intended future improvements to be made at the site, will determine whether and to what extent there may be more land than is necessary for the construction and maintenance of the Utility Facilities, and if there is such surplus land based on a determination made by the Public Works Director within 80 days after the Closing Date, the City will enter into a land lease arrangement with the HOA to provide for over-flow parking and storage related to the use and enjoyment of the HOA Park by those entitled to use the HOA Park for rent in the amount of $1.00 per year.

11. The City recognizes, acknowledges and agrees that it is only buying the Real Property to be used in connection with the Utility Facilities and not for use by

members of the public, and that the City will not use, nor permit or facilitate the public use of, any the Real Property or the private property owned by the HOA, including but not limited to the HOA Park and the restroom thereon, and the Special Warranty Deed executed by Seller shall so restrict and will provide the HOA with a right of first refusal to acquire the Real Property if it is ever sold or transferred by the City.

12. With regard to the City's provision of water and sewer services to Customers located in the Community, the Seller has been a utility provider benefiting from the utility easements set forth in Restriction #16 of the HOA's Declaration, cited as follows: "Easements and rights-of-way are hereby expressly reserved on each side of all property lines for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewer, storm drains, public, quasi- public and private, as well as for quasi-public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easement and rights-of-way shall be confined to the rear five (5) feet and along the sides of every lot, plot or tract, and along every street in the above-referenced property, excepting where the owner has two or more contiguous tracts, easements are deleted between the tracts. The rights to cut and trim trees and shrubbery to the extent necessary to protect the above- described utilities, and to cut down and remove from time to time all dead, weak, leaning or dangerous trees that are tall enough to damage said utilities in falling". Further, to the extent assignable, Seller hereby assigns its status as utility provider entitled to use the utility easements and ingress and egress access to the Utility Facilities as provided in the Declaration. Further, Seller shall deliver Seller's key to the gate over the ingress and egress access road leading to the Utility Facilities.

13. Seller shall pay all accounts payable and other expenses of Seller as soon after Closing as commercially practical.

14. All the Seller's bank accounts (including savings and checking) remain owned by Seller and the funds therein shall be distributed to the Customers entitled thereto after all expenses of the Seller have been paid in full after closing, including Customer deposits, amounts paid by Customers in prepayment of future utility bills, amounts voluntarily paid by Sewer Customers in relation to the studies made in connection with the FDEP Action, and capital contributions made by Customers in connection with the acquisition of the Utility Facilities, etc.

15. This Purchase Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relative thereto and may not be changed, altered or modified, except in writing, and shall be binding upon and insure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto. It is the intent of the parties that this is a true Purchase Agreement. No prior representations have been made by either party which contradicts the terms of this Purchase Agreement.

16. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name in the first paragraph of this Agreement, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

17. If it shall be necessary for either party to this Purchase Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Purchase Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all

costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

18. This Purchase Agreement may be executed in one or more duplicate counterparts, each of which shall when taken together be deemed to be a fully executed original.

19. The interpretation and enforcement of this Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by the City and Seller as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

20. Any provisions of this Purchase Agreement which by their terms imply obligations or commitments intended to survive the closing shall expressly survive the closing under this Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement on the date first above written.

CIVIC ASSOCIATION OF RIO VISTA UTILITIES INC., a Florida not-for-profit corporation

Mary Sue Starling, President/Director

Grace Burks, Treasurer/Director

George Mott/Director

APPROVED AS TO FORM

_____

CITY OF DUNNELLON, FLORIDA

By: _____

Fred Ward, Mayor 8-22-2011

ATTEST:

_____

Dawn M. Bowne, City Clerk 8-22-2011

Reviewed as to form and legal sufficiency

_____

Marsha Segal-George, Esquire 8-22-2011
Assistant City Attorney

EXHIBITS (to be attached)

Exhibit A- Special Warranty Deed -Legal Description for the Real Property
Exhibit B- Bill of Sale -- List of Other Property
Exhibit C- Letter from FDEP
Exhibit D- List of Sewer Customers/Accounts
Exhibit E – List of Water Customers/Accounts
Exhibit F- Capital Cost and Annual Operation and Maintenance Cost Estimate and the 3 capital options to connect Rio Vista Sewer to the City's central system