

AGREEMENT FOR THE PROVISION AND USE OF RECLAIMED WATER
BETWEEN THE CITY OF GAINESVILLE,
HPG, L.C., A FLORIDA LIMITED LIABILITY COMPANY, AND HG JOINT VENTURE

This AGREEMENT, is made and entered into this 22nd day of FEBRUARY, 1993, by and between The City of Gainesville, Florida, a municipal corporation organized and existing under the laws of the State of Florida (CITY), HPG, a Florida limited liability company (HPG, L.C.), and HG Joint Venture, a Florida joint venture. HPG, L.C. and HG Joint Venture shall jointly and severally be referred to herein as OWNER.

WITNESSETH

WHEREAS, CITY wishes to promote the appropriate use of reclaimed water as a means by which to offset groundwater withdrawals, recharge aquifers, reduce demands upon the potable water system, and provide a disposal option for its wastewater collection and treatment system; and

WHEREAS, the economic benefits to CITY from the use of reclaimed water depend in part upon the volume and timing of its usage and CITY must have assurance of a minimum usage of its reclaimed water transmission facilities to justify its expenditure of public funds; and

WHEREAS, OWNER desires access to a plentiful supply of water for golf course irrigation, maintenance of water amenities, irrigation of rights-of-way, subdivision entry ways, common areas, recreational open spaces, and residential lots, and in order for OWNER to properly construct facilities and rely upon CITY's provision of reclaimed water for its intended purposes it must receive certain assurances as to water supply, pressure, quality and costs;

NOW, THEREFORE, in consideration of the foregoing and of the mutual benefits to be obtained from the covenants within, the parties agree as follows:

ARTICLE I
TERMS OF THE AGREEMENT

SECTION 1.1 - Term. The term of this AGREEMENT shall commence on the 22nd day of FEBRUARY, 1993 and shall continue in effect for a period of forty (40) years unless terminated earlier as provided herein.

SECTION 1.2 - Service Area. OWNER is entitled only to use reclaimed water pursuant to this AGREEMENT within that service area generally described as the existing Haile Plantation Development, a 40 acre parcel abutting the southern boundary of Haile Plantation, and a number of parcels north of Haile Plantation comprising approximately 640 acres, as generally shown in

Exhibit A, hereinafter together referred to as the DEVELOPMENT. Specifically, DEVELOPMENT is defined as all areas lying within the boundaries of the Haile Plantation Development of Regional Impact (DRI), as approved in 1979 by the North Central Florida Regional Planning Council, parcel numbers 6850-11, 6850-19, 6851, 6851-1, 6851-2, 6851-3, 6851-4, 6852, 6852-1, and the northernmost 1694 feet of parcel number 7054-3.

SECTION 1.3 - Land Rights. OWNER shall execute and deliver to CITY at no cost for properties owned or under its control such easements as CITY may reasonably require for the construction, installation, operation and maintenance of reclaimed water conveyance facilities as may lie within the DEVELOPMENT as generally shown in Exhibit "A," including, but not limited to the following:

- (a) The proposed route of the transmission facilities along Haile Boulevard;
- (b) Any future extension of Haile Boulevard to the west to the intersection with Parker Road;
- (c) North and south from Haile Boulevard to Southwest 24th Avenue along SW 91st Street;
- (d) South from Haile Boulevard to the edge of the Haile Plantation Development along SW 91st Street; and
- (e) Other roadways providing access to the boundaries of the DEVELOPMENT.

Additionally, OWNER shall assist CITY in obtaining the easements described above, owned or controlled by third parties.

ARTICLE II CONSTRUCTION AND OPERATION

SECTION 2.1 - Permits. CITY shall obtain applicable Florida Department of Environmental Regulation (FDER) permits for the application of reclaimed water and such special use approvals from Alachua County as required. CITY shall perform such self-regulating functions as delegated or required by these permits. Prior to construction OWNER shall obtain all other permits and receive approvals as reasonably required by CITY under the terms and conditions of the FDER permit or Special Use permit of Alachua County. More specifically, the respective permitting obligations of CITY and OWNER shall be as follows:

- (a) CITY shall use its best efforts to obtain a general wastewater reuse permit for the DEVELOPMENT, from the Florida Department of Environmental Regulation (FDER) pursuant to applicable provisions of Chapter 17 F.A.C. CITY shall include in its permit application provisions and criteria to provide the ability to allow all of OWNER's proposed uses of reclaimed water for irrigation and water amenity features.

- (b) CITY shall certify to FDER that all OWNER's water reclamation facilities are designed and constructed to meet the general requirements of the (FDER) permit, such as loading rates, water quality standards, setback and spacing requirements, and field investigations.
- (c) In order to assure compliance with this permit, OWNER shall not construct, extend, or substantially modify facilities for the use of reclaimed water without approval of CITY in the exercise of its sole discretion. CITY may require certification that a given facility was constructed as designed, if such certification is material to the function of the proposed facility.
- (d) CITY shall have no responsibility for obtaining zoning changes, development approvals, land rights, and construction permits associated with on-site facilities constructed, owned, and operated by OWNER.

SECTION 2.2 - Transmission Facilities. As used herein "Transmission Facilities" are defined as any portion of CITY's reclaimed water pumping or conveyance system, providing water to OWNER's point(s) of delivery. Points of delivery shall be mutually agreed upon in writing by CITY and OWNER. CITY shall be solely responsible for all aspects, including the cost of the design, construction, and permitting of pumping and transmission facilities sufficient to meet the design criteria provided in Section 2.3. CITY shall also be responsible for metering water supplied to OWNER's point(s) of delivery in order to make the determinations required in Article III of this AGREEMENT.

SECTION 2.3 - Basis of Transmission Facility Design. CITY shall design the transmission facilities to deliver to OWNER up to 2500 gallons per minute (gpm) of reclaimed water while maintaining a minimum continuous transmission system pressure of 40 pounds per square inch gauge (PSIG) at OWNER's point(s) of delivery. All required materials and equipment shall be provided in accordance with industry accepted practice.

SECTION 2.4 - Transmission Routing. The transmission facility shall be routed in the right-of-way along Haile Boulevard and extend as generally shown in Exhibit "A."

SECTION 2.5 - Completion of Transmission Construction. Construction of transmission facilities by CITY is to be completed on or before April 29, 1994. In addition, City will use its best efforts to provide sufficient interim facilities by April 30, 1993, in order to allow installation of OWNER's first phase of construction.

SECTION 2.6 - OWNER Review of Transmission Design. CITY shall provide OWNER the opportunity to review all construction drawings and specifications for transmission facilities in order to assure the maximum coordination of related infrastructure.

SECTION 2.7 - Operation of Transmission Facilities. CITY, at its sole cost and expense, shall be responsible for the operation and maintenance of all facilities necessary for the continued transmission of reclaimed water for the full term of this AGREEMENT.

SECTION 2.8 - On Site Facilities. OWNER shall at no time cross-connect the reclaimed water system to any portion of any potable water or wastewater collection system. OWNER, at its sole cost and expense, shall be responsible for the following aspects of any facilities constructed downstream from CITY's point(s) of delivery:

- (a) Obtaining all applicable permits and approvals as provided in Section 2.1(c);
- (b) The design and construction of facilities; and
- (c) The operation and maintenance of facilities as required to conform with the provisions of Section 3 and any operational requirements pursuant to Section 2.1.

ARTICLE III RECLAIMED WATER ENTITLEMENT, USAGE REQUIREMENTS AND RATES

SECTION 3.1 - Intent. OWNER anticipates that its potential uses for reclaimed water will increase through the years required to build out the DEVELOPMENT. OWNER also wishes to gain experience with the uses of reclaimed water before making long term commitments to take the water. CITY wishes to encourage OWNER to use reclaimed water, but can not commit its transmission capacity to the OWNER indefinitely without OWNER's accompanying obligation to use reclaimed water. Furthermore, CITY can not anticipate the potential future economic value of reclaimed water. Accordingly, this article sets forth the minimum quantities of reclaimed water which OWNER is obligated to take, the maximum quantities which CITY is obligated to deliver, and the process through which these quantities are to be established.

SECTION 3.2 - Terminology. As used under the provisions of this AGREEMENT, the following terms are defined as follows:

- (a) Reclaimed Water - Reclaimed water is water produced by CITY's wastewater collection and treatment system, which meets the minimum water quality criteria as set forth in Section 4.1.
- (b) Entitlement - Entitlement is the quantity of reclaimed water which CITY, on an annual basis, is obligated to make available at OWNER's point(s) of delivery, subject to the transmission design constraints of Section 2.3.
- (c) Minimum Annual Commitment - Minimum Annual Commitment is the quantity of reclaimed water OWNER, at its sole cost and expense, except as otherwise

provided herein, is obligated to use on an annual basis without experiencing a reduction in entitlement. Unless otherwise agreed by OWNER pursuant to a firm capacity daily flow commitment, daily use rates may vary from zero to the maximum delivery capacity of the reclaimed water transmission system, depending upon the weather and the season.

- (d) Phase-In Period - The first eight (8) consecutive years succeeding the effective date of this AGREEMENT shall be termed the "phase-in period."
- (e) Annual Average Daily Flow (AADF) - Annual average daily flow is the total annual quantity of reclaimed water taken by OWNER divided by 365, expressed in units of million gallons per day (MGD).
- (f) Firm Capacity Daily Flow (FCDF) Commitment - Firm capacity daily flow is the minimum daily quantity of reclaimed water which OWNER is obligated to take each day, 365 days per year, regardless of the weather or the season. FCDF shall be expressed in units of million gallons per day (MGD). OWNER becomes obligated to FCDF in exchange for a contribution in aid of construction from CITY pursuant to Section 3.4.

SECTION 3.3 - AADF Entitlements and Minimum Annual Commitment Requirements. OWNER's AADF entitlements and minimum annual commitment requirements are as summarized in Table 1 and provided in this section.

TABLE 1
ENTITLEMENT AND MINIMUM ANNUAL COMMITMENT REQUIREMENTS

TIME FRAME	AADF ENTITLEMENT	MINIMUM ANNUAL COMMITMENT
Effective Date	3.60 MGD AADF	None
Phase-In Period	3.60 MGD AADF	Starting one year after effective date, .60 MGD AADF
Remainder of AGREEMENT Term	3.60 MGD AADF or maximum AADF as set during phase-in period, whichever is less. Adjusted downward if Minimum Annual Commitment requirement not met.	75% of the AADF Entitlement

- (a) Initial And Phase-In Period AADF Entitlement. - Upon the effective date of this AGREEMENT, and during the phase-in period, OWNER shall be entitled to 3.60 MGD AADF of reclaimed water.

- (b) AADF Entitlement After Phase-In Period. - OWNER's entitlement after the phase-in period, and for the remainder of the AGREEMENT, shall equal the maximum AADF established in any given year during the phase-in period or 3.60 MGD AADF, whichever is less. This entitlement is subject to the provisions of Section 3.3(e).
- (c) Initial And Phase-In Period Minimum Annual Commitment. - One (1) year from the effective date of AGREEMENT, owner shall be obligated to a minimum annual commitment of .60 MGD AADF.
- (d) Minimum Annual Commitment Requirements After Phase-In Period. - OWNER's minimum annual commitment requirement after the phase-in period shall equal 75 % of OWNER's AADF entitlement.
- (e) Failure To Take Minimum Annual Commitment Requirement. - If OWNER fails to meet its minimum annual commitment for two or more consecutive years, CITY may, after 30 days notification to OWNER, reduce OWNER's entitlement. In such an event, OWNER's entitlement shall be reduced in proportion to the ratio between OWNER's minimum annual commitment and the most recent year's AADF.

SECTION 3.4 - FCDF Commitment Terms and Conditions. During the phase-in period, CITY shall provide OWNER \$100,000.00 as a contribution in aid of construction (CIAC) for every .60 MGD of FCDF; OWNER agrees to become obligated to take up to a cumulative total of \$500,000.00. CITY shall only provide CIAC for OWNER's FCDF commitments made under the provisions of this section which are over and above the initial minimum annual commitment of .60 MGD AADF.

- (a) Capacity Demonstration. Before CITY provides any contribution in aid of construction for a FCDF commitment, OWNER must demonstrate the ability to meet the FCDF commitment for at least one month, using reclaimed water for a purpose permitted pursuant to Section 2.1.
- (b) FCDF Entitlement. FCDF commitments by OWNER will effect OWNER's AADF entitlement pursuant to Section 3.3(b) only to the extent that OWNER's FCDF commitments increase OWNER's maximum AADF during the phase-in period, unless a FCDF commitment and demonstration is made during the last year of the phase-in period. In this case, for the purposes of establishing OWNER's AADF entitlement for the remainder of AGREEMENT's term, OWNER's AADF for the last year of the phase-in period shall be adjusted to reflect the contribution of the additional FCDF as if taken for a full year.

- (c) Addition to Minimum Annual Commitment Requirements. FCDF commitments shall be added to OWNER's .60 minimum annual commitment requirement during the phase-in period for the purposes of Section 3.3(e).
- (d) Failure to Take FCDF. Unless as provided for in Article V, taking less than the FCDF commitment more frequently than one (1) day in any thirty (30) day period shall constitute a failure by OWNER to comply with the FCDF agreement. In such instance, CITY may, after 30 days written notification, invoice OWNER for the purpose of reimbursing CITY for the difference between the FCDF commitment made by OWNER for which CIAC was received and the actual minimum flow taken by OWNER. The reimbursement will be calculated in proportion to the ratio between this difference and the FCDF commitment made by OWNER. Any such reimbursement shall be due within 45 days.

SECTION 3.5 - Proration. From time to time it may be necessary to adjust various flow ratings to reflect partial years under the terms of this AGREEMENT or exemptions afforded under the provisions of Article V. In such cases, days of service interruption or non-applicability are to be excluded from the calculation of AADF, FCDF, or Minimum Annual Commitment quantities.

ARTICLE IV WATER QUALITY

SECTION 4.1 - Minimum Water Quality (MWO). The term "minimum water quality" refers to the level of treatment to which CITY agrees to treat wastewater before it is considered suitable for conveyance and provision as reclaimed water. This level of treatment will be the "Public Access" level of treatment as defined by the Florida Department of Environmental Regulation (FDER) under Chapter 17-610.460, F.A.C. and subsequent amendments thereto, with the further provision that total nitrogen will not exceed ten (10) milligrams per liter (as N) on a daily composite basis.

SECTION 4.2 - Point of Compliance Monitoring. The point of compliance monitoring shall be that point in the water reclamation system at which CITY monitors the water quality pursuant to its FDER permit obligations to assure compliance with the provisions of Chapter 17-600 F.A.C. in general and Chapter 17-610.460 F.A.C. in particular.

SECTION 4.3 - Agricultural Chemicals Records. OWNER shall maintain records of the types and quantities of agricultural chemicals, i.e., herbicides, insecticides, and fertilizers, applied by OWNER to the golf course and commons areas of the DEVELOPMENT. Such records shall be available for periodic inspection by CITY during all normal business hours.

ARTICLE V
FORCE MAJEURE

SECTION 5.1 - Force Majeure. This section shall provide for conditions when any extraordinary cause not reasonably in the control of CITY or OWNER shall interfere with the fulfillment of their obligations pursuant to this AGREEMENT. Such causes shall include, without limiting the generality of the foregoing, temporary inability to meet minimum water quality treatment levels at the point of compliance monitoring, fire, explosion, flood, hurricane, tornado, strike, rupture of pipe, Federal, State or local regulatory agency intervention. If CITY is prevented from delivering reclaimed water service wholly or in part, or OWNER is prevented from receiving reclaimed water service wholly or in part, by any force majeure as provided by the foregoing, the parties hereto agree as follows:

- (a) CITY and OWNER agree to use their best efforts to restore their respective works to a condition to again supply or receive water, as the case may be. Best efforts shall not require either party to initiate, prosecute or appeal any stage of litigation or administrative proceeding, if the party having a right or cause of action to do so in the exercise of its business judgment determines that such course of conduct is not in its best interest.
- (b) CITY shall not be liable for any damage or loss resulting from such interruption or suspension, nor shall such be considered a breach of this AGREEMENT.
- (c) OWNER shall not be penalized with regard to its reclaimed water entitlement due to any interruption of service meeting the requirements of this section.
- (d) CITY shall have the right to restrict the use of reclaimed water if in the exercise of its sole discretion, CITY determines such restriction to be necessary for the protection of CITY or its water supply.
- (e) The party affected shall within twenty-four (24) hours promptly notify the other party verbally and within two (2) working days provide the other party with written confirmation of the nature, cause and date of commencement of such force majeure.

ARTICLE VI
DIVISION OF LIABILITY

SECTION 6.1 - CITY Liability for Water Quality. CITY assumes all liability for the quality and environmental effects of constituents in reclaimed water pursuant to F.S. 403.135, as monitored at the point of compliance established in permits issued by FDER and, to the extent permitted by law, shall indemnify and hold OWNER harmless from any loss, cost, claim or damage incurred by any person as a result of the characteristics or quality of reclaimed water.

SECTION 6.2 - OWNER Liability for Water Quality. OWNER shall indemnify and hold CITY harmless from any loss, claim, or damage incurred by any person as a result of alteration of water quality made after CITY's point of delivery.

SECTION 6.3 - Liability - Other Than Water Quality Claims. Except as otherwise provided under Sections 6.1 and 6.2 above relating to water quality:

- (a) OWNER agrees to indemnify and defend CITY from any loss, cost or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of OWNER, its employees, or agents in connection with the reclaimed water project which is the subject of this AGREEMENT.
- (b) CITY, to the extent permitted by law, agrees to indemnify and defend OWNER from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CITY, its employees or agents in connection with the reclaimed water project which is the subject of this AGREEMENT.
- (c) If the negligence or willful misconduct of both OWNER and CITY (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between OWNER and CITY in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.

SECTION 6.4 - Title to Water. Ownership of the water delivered pursuant to this AGREEMENT shall pass to OWNER at the point of delivery. CITY shall not be liable for any loss, injury to or damage resulting to OWNER or its assigns or others from the use of such service or arising from or caused by the interruption or suspension of same except as provided in Section 6.1.

SECTION 6.5 - Groundwater Monitoring. CITY shall, at its cost, install, maintain, and perform any groundwater monitoring and sample analysis in accordance with any permit issued to CITY.

ARTICLE VII MISCELLANEOUS

SECTION 7.1 - Resale of Reclaimed Water. Water provided under this AGREEMENT shall be used solely to meet the water service requirements of OWNER. No resale of such water shall be permitted. Apportioning or allocating the actual costs of distribution systems or related facilities by OWNER among its users shall not constitute a resale of water.

SECTION 7.2 - Assignment of Rights. This AGREEMENT shall be binding upon the successors, heirs, and assignees of OWNER. OWNER may not assign any portion of this AGREEMENT without prior written approval by CITY.

SECTION 7.3 - Dispute Resolution. Should a dispute or disagreement as to the interpretation of any of the terms or conditions of this AGREEMENT, or either party's performance thereof, the aggrieved party, as a condition precedent to any remedy under the terms of this AGREEMENT or general law, shall notify the other in writing describing the dispute and proposed resolution with specificity. The parties shall then meet at an agreed place and time, no more than thirty (30) days after the delivery of notice of the dispute to attempt a resolution of the dispute. If resolution of the dispute is not achieved within ninety (90) days of the notification the parties may resort to such other remedies as are available under the terms of this AGREEMENT or as provided by general law, including but not limited to cancellation or rescission of this AGREEMENT.

SECTION 7.4 - Notices. All notices, payments, and communications with respect to this AGREEMENT shall, unless herein otherwise stated, be in writing and sent to the addresses stated below, or to any other such addresses as may be hereafter designated in writing. CITY and OWNER shall keep each other informed of the name(s), addresses, and telephone number(s) of persons authorized to receive or relay water service information.

- (a) HPG, L.C. - Wayne Millar, c/o Bob Kramer, 9120 S.W. 46th Boulevard, Gainesville, FL 32608
- (b) HG Joint Venture - Bob Kramer, 9120 S.W. 46th Boulevard, Gainesville, FL 32608
- (c) City of Gainesville, Gainesville Regional Utilities- Ed Regan, P.O. Box 147117 (A136)
Gainesville, FL 32614-7117

SECTION 7.5 - Right of Entry. CITY shall have the right to enter upon the premises of OWNER at all reasonable times for the purpose of environmental monitoring, inspecting facilities used in connection with the reclaimed water service, and/or for any other purposes to carry on the work of CITY in connection with the delivery of reclaimed water.

SECTION 7.6 - Entire Agreement. This AGREEMENT constitutes the entire AGREEMENT between the parties. There are no other warranties, representations or obligations between them except as are expressly provided for herein.

SECTION 7.7 - Modifications. No amendments or modifications to this AGREEMENT shall be effective unless in writing, properly executed by authorized representatives of CITY and OWNER.

ARTICLE VIII
SPECIAL CONDITIONS

SECTION 8.1 - Denial of Permits. CITY's obligations to fulfill the terms of this AGREEMENT are dependent upon the Florida Department of Environmental Regulation issuing and renewing as appropriate a reclaimed water disposal permit pursuant to Chapter 17-600, F.A.C. as may be amended, and special use approval by the Alachua County Commission with terms and conditions substantially in conformance with the expressed intent of all the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized officers, and copies delivered to each party, as of the day and year first above stated.

ATTEST:

HPG, L.C.

BY

James J. Dace

BY

[Signature]

ATTEST:

HG JOINT VENTURE

BY

John A. Mackenney

BY

Robert R. Dow
[Signature]

ATTEST:

CITY OF GAINESVILLE, FLORIDA

BY

James J. Hardy

BY

Michael L. Kurtz
Michael L. Kurtz
General Manager for Utilities

Approved as to form and legality:

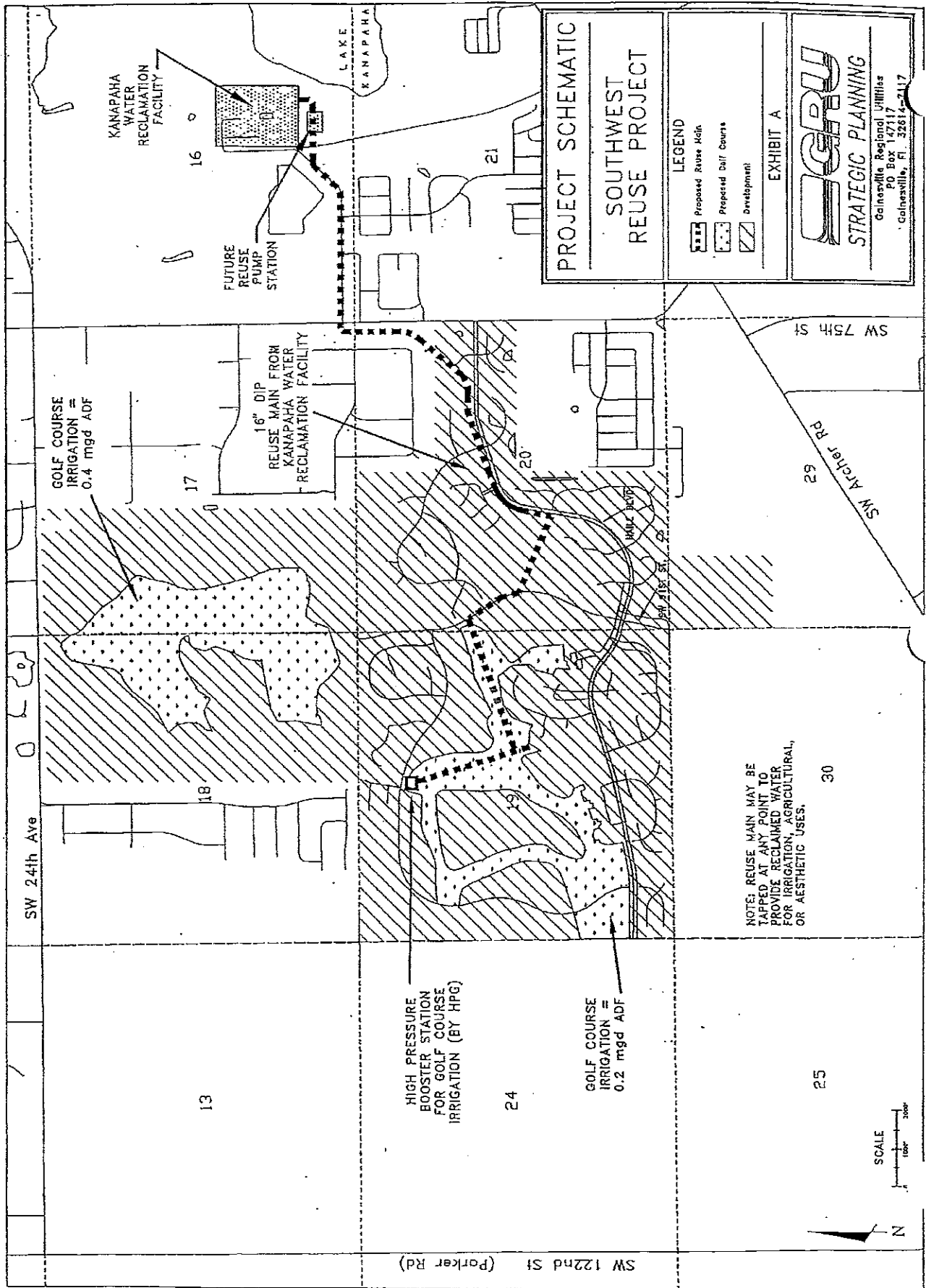
BY

Raymond O. Manasco, Jr.
Raymond O. Manasco, Jr.
Utilities Attorney

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1/22/93

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D. 111 v
FILE: HAILE PLANTATION
SW REUSE
PC05
GAINESVILLE REGIONAL UTILITIES

Water & Wastewater Systems

January 8, 1996

Mr. Robert Kramer
9120 SW 46th Boulevard
Gainesville, FL 32608

Subject: Agreement for GRU to construct a Portion of the Reclaimed Water Transmission Main in Haile Plantation and Provide Continuing Operation and Maintenance of the Water Reuse System in Units 17,18,20,31, and 32.

Dear Mr. Kramer:

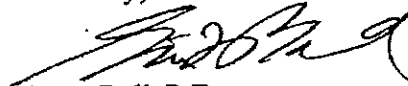
The purpose of this letter is to document agreements that we have reached concerning reclaimed water transmission main construction and operation and maintenance of the reuse system as follows:

1. GRU shall pay the cost for approximately 3100 LF of 16" DIP reclaimed water transmission main located as generally shown in Exhibit A. The developer's engineer shall prepare a detailed cost estimate and shall obtain three bids for the Unit 31 extension. The costs shall be subject to review and approval by GRU. Additionally, GRU will pay engineering costs associated with the reclaimed water transmission main. The reimbursement amount for the Unit 31 extension shall be based upon the low bidder;
2. GRU intends to extend the 16" reclaimed water transmission main to the western boundary of T10S/R19E/Section 19 as generally shown in Exhibit A. Existing or future rights-of-way will be used to the extent practical. The Developer shall grant to GRU at no cost the necessary easements to facilitate the future extension to the western boundary of T10S/R19E/Section 19;
3. The Developer shall construct a reclaimed water system to serve Units 17,18,29,31, and 32. The portion of the reclaimed water system installed in public rights-of-way or dedicated easements shall be constructed to GRU's reclaimed water system standards and shall be dedicated to GRU when completed and inspected. GRU shall accept said facilities for continuing operation and maintenance. GRU shall have no operation or maintenance responsibilities for private facilities constructed on private property;
4. Consistent with the agreement entered into by the City of Gainesville, HPG, and HG Joint Venture on 2/22/93 (The Agreement), under conditions described in Sections 1.3, and 3.3, GRU shall provide reclaimed water to certain areas within Haile Plantation through February 21, 2033. Since GRU is assuming operation and maintenance responsibilities not originally anticipated, GRU may impose a charge directly against reuse customers for operation and maintenance activities performed on the reclaimed water distribution system within Units 17,18,20,31, and 32 of Haile Plantation.

Haile Plantation, Oversizing
Page Two

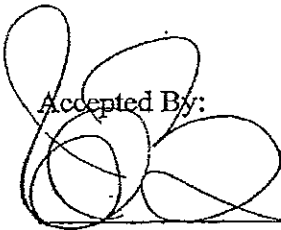
I've enclosed two copies of this letter agreement for your review and signature. Please sign both copies, keeping one for your records and returning one for our files. If you have any questions or I can be of any assistance, please contact me at 334-3400 extension 1613.

Sincerely,



Steve Ball, P.E.
Director of Engineering
Water/Wastewater Systems

Accepted By:



Robert Kramer

1-15-96

Date

president, Haile Plantation Corp.
Title

SB/bp

cc: Bob McVay
Ed Regan
David Richardson



PROPOSED 16" DIP
RECLAIMED WATER
TRANSMISSION MAIN
TOTAL LENGTH
APPROXIMATELY 3100 LF

FUTURE EXTENSION
TO WESTERN BOUNDARY
OF 19/T10S/R19E

SW 46th BLVD

CONNECT TO
EXISTING

EXISTING 16" RWM

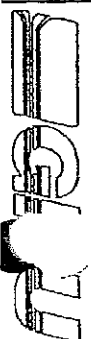
19/T10S/R19E

EXHIBIT A

PROPOSED RECLAIMED WATER TRANSMISSION MAIN

NOV. 17/16.2
1/8/96
C. CLARK
UTL.

STRATEGIC PLANNING DEPARTMENT
GAINESVILLE REGIONAL UTILITIES
PO BOX 147117
GAINESVILLE, FL 32614-7117





INTER-OFFICE COMMUNICATION

Water & Wastewater Engineering

DATE: ~~January 11, 2001~~ January 22, 2001

TO: Honorable Mayor and Members of the City Commission

FROM: Michael L. Kurtz, General Manager

SUBJECT: Approval for installation of a residential reclaimed water pilot project in Haile Plantation Unit 34 Phase IV

RECOMMENDATION:

The City Commission approve the issuance of a purchase order to W. G. Johnson & Son, Inc., as a specified source, for the installation of a residential reclaimed water system to serve Haile Plantation Unit 34, Phase IV in an amount not to exceed \$98,984.

EXPLANATION:

As a continuation of efforts to further expand GRU's reuse program, pilot project opportunities for providing residential reclaimed water service with collection of user fees are being pursued. The objectives of these pilot projects are to evaluate flows, usage patterns, and marketability of reclaimed water. Haile Plantation Unit 34, Phase IV is currently under construction and is located close to an existing reclaimed water main, making this proposed project a cost effective pilot project candidate.

Based on the schedule of the road construction in Haile Plantation Unit 34, Phase IV, GRU must proceed immediately with the installation of the reclaimed water main system in order to complete the installation prior to the road paving being performed. If the system is not installed prior to the road paving, the installation of the reclaimed water system will not be cost effective and, therefore, will not be completed. Staff obtained a written quotation from W.G. Johnson & Son, Inc., the development contractor, for the installation of the reclaimed water system in the amount of \$98,983.95. The quotation is in line with staff's engineering estimate, which is based on recent construction costs.

Fiscal Impact: Funds for the purchasing of these services are available in FY 2001.

Prepared by:

Submitted by: *Utilities Budget.*

Robert D. McVay
 Robert D. McVay
 Assistant General Manager for
 Water and Wastewater Systems

Michael L. Kurtz for MLK
 Michael L. Kurtz
 General Manager



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Prepared by: _____ Submitted by: *Utilities Budget.*

Robert D. McVay
 Robert D. McVay
 Assistant General Manager for
 Water and Wastewater Systems

Michael L. Kurtz for MLK
 Michael L. Kurtz
 General Manager

WORK ORDER REQUEST
Water and Wastewater Engineering

07/02/2002

Project: **Colson's Corner RWS**
Location: **SW 39th Ave and Schoolhouse Road**

Map number:

Permits:

Submitted by: **Jason Sparks**

Scope: **Make 8" X 8" tap, install (+ or -) 72 LF of 16" steel casing by Jack and bore under Schse Road, approx. 170 LF of 8" PVC, 72LF of 8" CLDIP and 545 LF of 6" PVC**

MIMS Work Order # 25610W

			Actual	
			Installed	Retired
--	Pipe, 8", PVC, Reclaimed	180 LF		
--	Pipe, 8", CLDIP	80 LF		
--	Pipe, 6", PVC, Reclaimed	545 LF		
--	Tap, 8" X 8"	1 ea		
--	Reducer, CLDIP, 8" X 6"	1 ea		
--	Bend, 6", CLDIP	2		
--	Pipe, 2", PVC, Reclaimed	110 LF		
--	Tap, Service, 2"	8 ea		
--	Meter, Reclaimed Water	15 ea		
--	Boxes, meter, reclaimed	15 ea		
--	Assembly, blow-off, 3"	1 ea		

Date completed _____

Work Order	Desc	Raise Date
	31916 Park Lane Phase 1B	5/6/2004
	40164 Wilds Plantation Unit 3 Reclaimed Water	2/24/2006
	40928 Brytan PUD (Phase 1) Reclaimed Water	4/13/2006
	41433 Brytan PD Ph 2 Reclaimed Water	5/15/2006
	41833 Grand Preserve at Kanapaha Reclaimed	6/13/2006
	41837 Garison Way Ph 2 Reclaimed	6/13/2006
	43924 Wilds Plantation RCW Extension	10/4/2006
	48593 Oakmont Ph 1 Unit 1 Reclaimed	7/10/2007
	1046 HAILE UNIT 31 RECLAIMED WATER MAIN IMPRO	9/18/2002
	1057 3900 SW 63 BLVD-see 1093W	9/18/2002
	1128 HAILE PLANTATION REUSE POND	9/18/2002
	1552 4400 SW 91 ST	9/18/2002
	1617 KANAPAHA PARK RECLAIMED WATER SYS PH 2	9/18/2002
	25255 Haile/Mill's Glenn (1 Home)	12/13/2001
	25371 HAILE PLANT- UNIT 36 Phase 2	2/4/2002
	25476 Cobblefield Unit 2	4/10/2002
	25542 Haile Plantation Unit 34 Phase 4	5/17/2002
	25594 HAILE PLANTATION UNIT 36 PH 1	6/17/2002
	25658 Haile Plantation Unit 36 Ph 3	7/16/2002
	25838 Haile Plantation Unit 35 Ph 6	9/18/2002
	26252 HAILE PLANTATION UNIT 34 PH 6 SW 91 ST	11/7/2002
	26259 COBBLEFIELD UNIT V	11/7/2002
	26263 COBBLEFIELD UNIT III	11/7/2002
	27473 9300 Blk SW 30 AV - Haile Unit 36 PH 4	5/8/2003
	27476 Cobblefield Unit VI - 8600 SW 8 AV	5/8/2003
	27484 Mills Glen 9337 NW 32nd Pl	5/8/2003
	30867 Haile Plantation Unit 36 Phase 5	2/18/2004
	32298 Cobblefield Unit 4	6/10/2004
	33190 Cameron Park RW System (to capitalize)	8/25/2004
	35070 Haile Plantation Unit 36 Phase 6	1/26/2005
	36508 Garison Way Ph I	5/20/2005
A26263	COBBLEFIELD UNIT III	1/21/2005
	26334 Cobblefield Unit 1	12/2/2002
	25517 Haile Plantation RW System Improvements	5/8/2002
	25529 Dr Tow RWS-4500 Blk NW 91st Street	5/15/2002
	25518 Cameron Park RW System	5/8/2002
	25610 Colson's Corner RWS	7/2/2002

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October 25, 1993

Mr. Jim McCauley, Project Coordinator
Veterans Memorial Park Fund
1239 NW 10th Avenue
Gainesville, FL 32601

Subject: Agreement to Use Reclaimed Water for Landscape Irrigation in Unrestricted Public Access Areas at the Alachua County Veterans Memorial Park, Alachua County, Florida.

Dear Mr. McCauley:

Please sign and date each of the three enclosed agreements and return two completed agreements to my attention at the Gainesville Regional Utilities. Your signature will represent a firm and binding agreement by the organization which you represent to construct, operate, and maintain a reuse system consisting of a reclaimed water landscape irrigation system in an unrestricted public access area. The reuse system shall be constructed, operated, and maintained in accordance with the agreement and shall comply with all applicable state and federal restrictions that may be promulgated, adopted, or recommended in the future. The agreement contains current restrictions imposed by the state of Florida upon all reclaimed water users under the Florida Administrative Code Chapter 17-610. Currently, there are no reuse system restrictions imposed by federal regulations.

Should you have any questions regarding this matter, please contact me at 334-3400 ext. 1291.

Sincerely,

A handwritten signature in dark ink, appearing to read "David Rich", written over a horizontal line.

David Richardson, P.E.
Senior W/WW Engineer

NOTE: SIGNED AGREEMENT ATTACHED - ORIGINAL

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Agreement to Use Reclaimed Water for Landscape Irrigation
in Unrestricted Public Access Areas
at the Alachua County Veterans Memorial Park

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The use of reclaimed water for landscape irrigation in unrestricted public access areas is regulated by the state of Florida under the Florida Administrative Code Chapter 17-610. Therefore, in accordance with these regulations, the Veterans Memorial Park Fund Organization and their successors and assigns hereby agree to the following restrictions and conditions in order to receive reclaimed water for landscape irrigation uses at the Alachua County Veterans Memorial Park:

1. Reclaimed water irrigation system(s) shall not be connected to any potable water system.
2. A backflow prevention device shall be installed at the connection to a potable water supply source(s) at the site, the backflow device shall be as approved by the Gainesville Regional Utilities.
3. Reclaimed water shall not be applied within 75 feet of a potable water supply well.
4. Low trajectory spray irrigation head nozzles or other means shall be used to minimize aerosol drift and shall be located within 100 feet of outdoor public eating, drinking, and bathing facilities.
5. Above ground hose bibs connected to the reclaimed water supply system shall not be permitted. Hose bibs connected to the reclaimed water system shall be permitted in locked below ground vaults or in unlocked vaults containing hose bibs requiring a special tool to operate the hose bib. All vaults containing hose bibs shall be permanently marked "RECLAIMED WATER - DO NOT DRINK".
6. Other restrictions and conditions as reasonably requested by the Gainesville Regional Utilities and as required by local, state, and federal regulations, restrictions, and conditions.

AFFIRMATION: By my signature, as a duly authorized representative of the Veterans Memorial Park Fund Organization, agree to the restrictions and conditions described hereinbefore, and bind the Organization to these restrictions and conditions for the use of reclaimed water for landscape irrigation in unrestricted public access areas.

Authorized Representative: James A. McCauley Date: Oct 25, 1993
J. McCauley, Proj. Coord.

The data depicted on this map has been prepared exclusively for the internal use of the Regional Utility, and is not intended for use by any other party. The information on this map is not intended to be used as a basis for any other project. The information on this map is not intended to be used as a basis for any other project. The information on this map is not intended to be used as a basis for any other project.

Legend
 GRU Reclaim Water

