

MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Chester Murray, Interim City Manager 

DATE: February 3, 2009

SUBJECT: STIPULATED SETTLEMENT AGREEMENT - RESOLUTION NO. 526-09

PURPOSE

Approve the Stipulated Settlement Agreement, via Resolution No. 526-09, and authorize the Mayor or his designee to execute the Agreement with the Florida Department of Community Affairs.

BACKGROUND

On July 8, 2008, the City Council adopted Ordinance No. 315 amending the City's Comprehensive Plan. On September 3, 2008, the Florida Department of Community Affairs (DCA) found the Comprehensive Plan amendment "not in compliance".

Following considerable deliberations between the DCA and the City, the attached represents the proposed agreement and changes to address DCA's concerns. The Stipulated Settlement Agreement (Resolution No. 526-09) and the Comprehensive Plan Remedial Amendment (Ordinance No. 378 submitted as another agenda item), satisfactorily address their concerns.

RECOMMENDATION

Staff recommends that City Council approve the attached Stipulated Settlement Agreement, via Resolution No. 526-09, and authorize the Mayor or his designee to execute the Agreement with the Florida Department of Community Affairs.

RESOLUTION NO. 526-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, APPROVING A STIPULATED SETTLEMENT AGREEMENT RELATED TO COMPREHENSIVE PLAN AMENDMENT ORDINANCE NO. 315 AND COMPREHENSIVE PLAN REMEDIAL AMENDMENT ORDINANCE NO. 378; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On July 8, 2008, the City Council of the City of Orange City adopted Ordinance No. 315 amending the City's Comprehensive Plan, and

WHEREAS, Ordinance No. 315 amends the City's Comprehensive Plan to create the required ten-year water supply facilities work plan and related amendments to the capital improvements schedule, and

WHEREAS, on September 3, 2008, the Florida Department of Community Affairs (DCA), issued a Statement of Intent (SOI) to find the Orange City Comprehensive Plan Amendment adopted by Ordinance No. 315 "not in compliance", and

WHEREAS, the Florida Department of Community Affairs (DCA), issued the Statement of Intent (SOI) pursuant to Section 163.3184(10), Florida Statutes and Rule 9J-11.012(6), Florida Administrative Code, and

WHEREAS, the Florida Department of Community Affairs Statement of Intent provides recommended remedial actions to bring the Comprehensive Plan Amendment into compliance, and

WHEREAS, the City has followed the recommended remedial actions and has prepared Comprehensive Plan Remedial Amendments Ordinance No. 378 related to Comprehensive Plan Amendment Ordinance No. 315, and

WHEREAS, the City of Orange City and the Florida Department of Community Affairs have agreed to enter into a Stipulated Settlement Agreement to bring the City's Comprehensive Plan Amendment (into compliance), and

WHEREAS, the City Council of the City of Orange City adopted this resolution at a public hearing which was duly advertised prior to the adoption of this resolution, said advertisement attached hereto as Attachment "B".

NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council of the City of Orange City hereby approves the Stipulated Settlement Agreement with the Florida Department of Community Affairs and authorizes the Mayor to execute the Stipulated Settlement Agreement and submit to the Florida Department of Community Affairs for review and execution, said Stipulated Settlement Agreement attached hereto as Attachment "A", and by reference incorporated herein with full force and effect.

SECTION 2. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS (Resolution No. 526-09):

Jim Mahoney	_____	Donald C. Sherrill	_____
Tom Laputka	_____	Tom Abraham	_____
Donald Sandford	_____	Jeff H. Allebach, Vice Mayor	_____
Harley Strickland, Mayor	_____		

ADOPTED THIS _____ DAY OF _____, 2009.

ATTEST TO:

Deborah J. Renner, City Clerk

Authenticated this _____ day of _____, 2009.

Harley Strickland, Mayor

This Resolution approved
as to form and legal sufficiency:

William Reischmann, City Attorney

Attachment A
Resolution No. 526-09

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

DEPARTMENT OF COMMUNITY
AFFAIRS,

Petitioner,

v.

DOAH Case No. 08-4423GM

CITY OF ORANGE CITY,

Respondent.

_____ /

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs and the City of Orange City as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida, Department of Community Affairs (DCA or Department), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City of Orange City (City or Local Government) is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, on July 8, 2008, the City adopted Comprehensive Plan Amendment 08-RWSP1 by Ordinance No. 315; and

WHEREAS, the Plan Amendment proposes to amend the City's comprehensive plan to create the required ten-year water supply facilities work plan and related amendments to the capital improvements schedule; and

WHEREAS, the Department issued its Statement and Notice of Intent regarding the Amendment on September 3, 2008, and September 5, 2008, respectively; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Amendment is not "in compliance"; and

WHEREAS, pursuant to Section 163.3184(10), Florida Statutes, DCA has initiated the above-styled formal administrative proceeding challenging the Amendment; and

WHEREAS, the City disputes the allegations of the Statement of Intent regarding the Amendment; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to do so;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. **Definitions.** As used in this agreement, the following words and phrases shall have the following meanings:

a. **Act:** The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

- b. Agreement: This stipulated settlement agreement.
- c. Comprehensive Plan Amendment or Plan Amendment: Comprehensive Plan Amendment 08-RWSP1 as adopted by the City Commission on July 8, 2008, via Ordinance No. 315.
- d. DOAH: The Florida Division of Administrative Hearings.
- e. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.
- f. Notice: The notice of intent issued by the Department to which was attached its statement of intent to find the plan amendment not in compliance.
- g. Petition: The petition for administrative hearing and relief filed by the Department in this case.
- h. Remedial Action: A remedial plan amendment, submission of support document or other action described in the statement of intent or this agreement as an action which must be completed to bring the plan amendment into compliance.
- i. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.
- j. Statement of Intent: The statement of intent to find the Plan Amendment not in compliance issued by the Department in this case.

k. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan Amendment or Remedial Plan Amendment.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the Plan Amendment is in compliance.

3. Negotiation of Agreement. The Department issued its Notice and Statement of Intent to find the Plan Amendment not in compliance, and filed the Petition in this case to that effect. Subsequent to the filing of the Petition the parties conferred and agreed to resolve the issues in the Petition, Notice and Statement of Intent through this Agreement. It is the intent of this Agreement to resolve fully all issues between the parties in this proceeding.

4. Dismissal. If the Local Government completes the Remedial Actions required by this Agreement, the Department will issue a cumulative Notice of Intent addressing both the Remedial Plan Amendment and the initial Plan Amendment subject to these proceedings. The Department will file the cumulative Notice of Intent with the DOAH. The Department will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions not in compliance. Exhibit B contains Remedial Actions needed for compliance. Exhibits A and B are incorporated in this Agreement by this reference. This Agreement

constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment will be in compliance.

6. Remedial Actions to be Considered for Adoption. The Local Government agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7. Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption all Remedial Actions or Plan Amendments and amendments to the Support Documents. This may be done at a single adoption hearing. Within 10 working days after adoption of the Remedial Plan Amendment, the Local Government shall transmit 5 copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The Local Government also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy to any party granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

8. Acknowledgment. All parties to this Agreement acknowledge that the “based upon” provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendments and Support Documents, the

Department shall issue a Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall issue a cumulative Notice of Intent addressing both the Plan Amendment and the Remedial Plan Amendment as being in compliance. The Department shall file this cumulative notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, the Department shall issue a Notice of Intent to find the Plan Amendment not in compliance and shall forward the notice to DOAH for consolidation with the pending proceeding.

10. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement; Not Establishing Precedent. The parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(16)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

13. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

14. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

15. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

16. Effective Date. This Agreement shall become effective immediately upon execution by the Department and the Local Government.

17. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.

18. Retention of Right to Final Hearing. Both parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this

Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

21. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
Charles Gauthier, AICP, Director
Division of Community Planning

Date

Approved as to form and legality:

Assistant General Counsel

Date

CITY OF ORANGE CITY

By:

Date

Approved as to form and legality:

City Attorney

Date

Exhibit A – STATEMENT OF INTENT



STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

IN RE: ORANGE CITY
COMPREHENSIVE PLAN AMENDMENT
ADOPTED BY ORDINANCE NO. 315
SEPTEMBER 3, 2008

Docket No. 08-RWSP1-NOI-6410-(A)-(N)

STATEMENT OF INTENT TO FIND
COMPREHENSIVE PLAN AMENDMENT
NOT IN COMPLIANCE

The Florida Department of Community Affairs, pursuant to Section 163.3184(10), Florida Statutes, and Rule 9J-11.012(6), Florida Administrative Code, hereby issues this Statement of Intent to find the Comprehensive Plan Amendment ("Amendment") adopted by the City of Orange City in Ordinance No. 315 on July 8, 2008, not in compliance. The Department finds the Amendment not "in compliance", as defined in Section 163.3184(1)(b), Florida Statutes, because it is not consistent with Chapter 163, Part II, Florida Statutes ("F.S."), Florida Administrative Code ("F.A.C.") Rule 9J-5, and the State Comprehensive Plan, Chapter 187, Florida Statutes, for the following reasons:

I. CHANGES RELATED TO THE CAPITAL IMPROVEMENTS ELEMENT

A. Inconsistent provisions. The City of Orange City 08-RWSP1 (previously 07-RWSP1) adopted amendment consists of the required Ten-Year Water Supply Facilities Work Plan and related amendments to the Five-Year Schedule of Capital Improvements (Schedule) within the Capital Improvements Element pursuant to Section 163.3177(6)(c), F.S. The Schedule includes improvement projects that are necessary to meet projected potable water demand at the end of the ten years as well as other potable

water capacity and infrastructure related projects; thirteen of these projects are within the first five years of the Schedule. Two of the projects are beyond the five year timeframe. The Schedule indicates that the funding source for ten of the projects is "Impact Fees" and/or "Developer" contributions. However, a developer agreement exists for only one of these projects. For the remaining projects, the data and analysis did not include any projections for the revenue sources identified upon which to determine whether these sources are planned or committed in the first five years. Even though revenue sources were identified, no data and analysis was included to support the financial feasibility of the projects

The Schedule also includes \$1,000,000.00 for construction of a Stormwater to Reuse project and lists the City's General Fund as the funding source during Fiscal Year 2008/09. The amendment did not demonstrate that adequate funding exists in the City's General Fund in Fiscal Year 2008/09 to finance this project.

Therefore, the Amendment is inconsistent with the requirements in Section 163.3164(32), F.S., for a financially feasible adopted Five-Year Schedule of Capital Improvements within the Capital Improvements Element of the City's comprehensive plan.

Authority: Sections 163.3164(32), 163.3177(2), (3)(a)5, (6)(a), (6)(c), &(10)h, Florida Statutes; and Rules 9J-5.016(3)(c)(1)f and (4)(a)1 & 2, Florida Administrative Code

B. Recommended remedial actions. The Florida Statutes require that for capital improvements that will be funded by the developer, financial feasibility shall be demonstrated by being guaranteed in an enforceable development agreement or interlocal agreement, or other enforceable agreement. Provide the required signed development agreements that would guarantee the financial feasibility of the Schedule. The signed agreements should also be reflected in the Schedule. If development agreements do not exist for projects scheduled within the first three years of the Schedule, either these projects should be moved back in the Schedule to years 4 or 5 with a planned revenue source, or alternative funding sources must be adequately demonstrated. In addition, identify other existing revenue sources that could potentially be used to fund the capital projects or otherwise amend the plan to ensure financial feasibility.

II. CONSISTENCY WITH THE STATE COMPREHENSIVE PLAN

A. Inconsistent provisions. The Amendment is inconsistent with the State Comprehensive Plan goals and policies set forth in Section 187.201, Florida Statutes, including the following provisions:

- a. Water Resources (7), Goal (a) and Policy (b)5
- b. Public Facilities (17), Goal (a) and Policies (b)3, 6, & 9
- c. Plan Implementation (25), Goal (a) and Policy (b)5 & 7

B. Recommended remedial action. These inconsistencies may be remedied by revising the Amendment as described above in Section I.

CONCLUSION

1. The Amendment is not consistent with the State Comprehensive Plan;
2. The Amendment is not consistent with Chapter 9J-5, Florida Administrative Code;
3. The Amendment is not consistent with the requirements of Chapter 163, Part II, Florida Statutes;
4. The Amendment is not "in compliance," as defined in Section 163.3184(1)(b) Florida Statutes; and
5. In order to bring the Amendment into compliance, the City may complete the recommended remedial actions described above or adopt other remedial actions that eliminate the inconsistencies.

Executed this 3rd day of September 2008, in Tallahassee, Florida.



Charles Gauthier, AICP, Director
 Division of Community Planning
 Department of Community Affairs
 2555 Shumard Oak Boulevard
 Tallahassee, Florida 32399

Exhibit B

Ordinance No. 378

Proposed Remedial Plan Amendments for Ordinance No. 315

(Underlined represents additions)

~~(Struck through represents deletions)~~

Amend Section 2 Future Land Use Element by adding the following policy.

Policy 2.1.6: The City shall review land use and development proposals to ensure that there is an adequate water supply and water supply facilities to meet the water demands required by said proposals.

Amend Section 6 Conservation Element by adding the following policy.

Policy 1.3.5: The City shall continue to implement its two water conservation plans that were provided to the Saint Johns River Water Management District with its Consumptive Use Permit application. Those practices include, but are not limited to:

- Maintain a public education and outreach program to encourage responsible use of water.
- Maintain incentive programs to replace inefficient plumbing devices.
- Require water-efficient landscapes in new development.
- Require low-volume plumbing devices in new construction.
- Require rain-sensor devices on automatic irrigation systems.
- Maintain individual in-line flow meters for production wells
- Use a water conservation-promoting rate structure
- Meter each service connection
- Maintain a leak detection program
- Conduct periodic water audits
- Enforce water conservation standards ordinance that includes water use and irrigation restrictions
- For Saxon Medical Center
 - Utilize xeriscape landscaping principles
 - Install submeters
 - Implement use of reclaimed
 - Use ultra-low volume plumbing fixtures
 - Provide an employee education program

Amend Section 8 Intergovernmental Element by adding the following policies.

Policy 1.1.12: The City shall continue to cooperate and coordinate water supply planning with the Water Authority of Volusia and the St. Johns River Water Management District.

Policy 1.2.12: The City shall coordinate its water supply planning and provide future water supply as needed and enter into intergovernmental agreements and/or amend existing agreements as deemed appropriate by the City and other governmental entities.

Policy 1.2.13: The City shall update its Water Supply Plan as required by Chapter 163.3177(6)(c)F.S.

Policy 1.2.14: The City shall participate in the development of updates to the St. Johns Water Management District's Water Supply Assessment, District Water Supply Plan and in other water supply development-related initiatives facilitated by the District that affect the City.

Amend Section 9 Capital Improvements Element Five Year CIP by adding the following projects:

PROJECT NAME	TYPE	COST	YEAR	FUNDING SOURCE
Rhode Island Master Lift Station	Lift Station	\$75,000.00	2007/08	Impact Fees/Developer
Oakhurst Master Lift Station	Lift Station	\$75,000.00	2007/08	Developer
Alternative Water Supply	Planning and Design	\$200,000.00	2008/09	Impact Fees
Stormwater to Reuse	Engineering Design	\$50,000.00	2007/08	General Fund
Stormwater to Reuse	Construction	\$1,500,000.00	2008/09	General Fund
Storage Tank Upgrade	Additional Storage Tank and 2 High Service Pumps	\$900,000.00 \$360,000.00	2008/09	Impact Fees
Veteran's Memorial Pkwy Master Lift Station	Lift Station	\$75,000.00	2008/09	Impact Fees/Developer
Kennedy Ave Master Lift Station	Lift Station	\$75,000.00	2008/09	Impact Fees/Developer
VMP 12-inch Force Main	Force Main	\$792,000.00	2008/09	Impact Fees/Developer
Hanky Strickland 12-inch Force	Force Main	\$215,000.00	2008/09	Impact Fees
SR 472 Force Main	Force Main	\$540,000.00	2008/09	Impact Fees/Developer
Kennedy Ave Force Main	Force Main	\$600,000.00	2008/09	Impact Fees/Developer
Carpenter Ave.	Force Main/Stormwater Reuse Line	\$1,700,000.00	2008/09	Impact Fees Enterprise Fund CDBG Fund
Rhode Island East	Force Main	\$125,000.00	2008/09	Impact Fees
Town Center Master Lift Station	Lift Station	\$75,000.00	2009/10	Developer
Carpenter Ave Master Lift Station	Lift Station	\$75,000.00	2012/13	Impact Fees
Force Main, Eastern VMP	Force Main	\$1,020,000.00	2012/13	Impact Fees/Developer

Amend Section 5 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Ground Water Recharge Element by adding the following Policy.

Policy 2.1.2: The City shall issue no development orders or development permits without first consulting with the appropriate utility to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

Amend Section 5 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Ground Water Recharge Element by adding the following Water Supply Plan Section.

TEN YEAR WATER SUPPLY PLAN SECTION

Existing Water Supply System

The City of Orange City is located in western Volusia County and, for the most part, has developed along both sides of Highway U.S. 17/92, Saxon Boulevard and Veterans Memorial Parkway.. The City's potable water utility serves an area that encompasses approximately 11 square miles and extends beyond the city limits. Portions of the City's water service area are located within Volusia County's wastewater service area. The City has an interlocal water supply agreement with the Volusia County and interlocal agreements for water interconnection service with the cities of DeLand and Deltona. The City shall maintain agreements for service to and from Volusia County, and interlocal agreements for water interconnections with the cities of DeLand and Deltona. Additionally, the City shall enhance existing or enact any other relevant agreements for water supply service as deemed appropriate by the City other local governments. (¹INFE Policy 2.6.3 and ²ICE Policies 1.2.6 and 1.2.11).

The City's water supply is provided from six wells. Four wells are located at the Main Water Treatment Plant (WTP) and two wells located at the Saxon WTP. Combined the WTP's currently have a maximum capacity of 5.28 million gallons per day (mgd). The City's current consumptive use permit allocation is 2.42 mgd.

Water at the Main WTP is pumped into two prestressed concrete ground storage tanks located on site. The capacities of the tanks are 160,000 gallons and 300,000 gallons for a combined storage volume of 0.46 million gallons. Water at the Saxon WTP is pumped into one prestressed concrete ground storage tank located on site which has a storage capacity of 0.5 million gallons. All tanks represent a combined storage capacity of 0.96 million gallons. The distribution system consists of 16 inch and smaller distribution lines. The City's distribution system is equipped with seven high service pumps located at the two WTP sites.

¹ Section 5 Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Recharge Element.

² Intergovernmental Coordination Element

Water Use Trends and Projections

The City’s 2017 water service area projected water demand in Table 1 is based on population and projected water use figures from unpublished data provided by SJRWMD’s Division of Water Supply Management. The data was used in the development of the 2025 projected water use figures provided in Table 5 of District’s 2003 Water Supply Assessment. The water use figures include a share of the I-4/SR472 Activity Center. Based on this estimate, the water demand for the year 2017 is projected to be approximately 2.59 mgd. The City’s current Consumptive Use Permit provides for 2.42 mgd. Therefore, based on the District’s estimates this represents a 170,000 gallon per day deficit in the next ten years. However, based on the Florida Shimberg Center for Affordable Housing population estimate in Table 2, Orange City’s water demand for the year 2017 is projected to be approximately 2.53 mgd. This demand represents a 110,000 gallon per day deficit in the next ten years. The City will make up this deficit and help meet its long-term future demands through a combination of implementing an alternative water supply project, the reuse projects and the water conservation and reuse measures described in this work plan.

Table 1

Year	Population	Projected water use in million gallons per day (mgd)	Capacity on million gallon per day (mgd)**
2017*	13,492	2.53	5.84

*Interpreted from Table 5 of SJRWMD’s 2003 Water Supply Assessment
 ** Source: Orange City Public Water System Source/Treatment/Storage Capacity Analysis Report, June, 2005

Table 2

Year	Population	Projected water use in million gallons per day (mgd)	Capacity in million gallons per day(mgd)**
2005	11,916	1.81	3.12
2010	12,771	2.17	5.84
2015	13,603	2.53	5.84
2017*	13,797	2.59	5.84

*Interpreted from Shimberg population estimates and SJRWMD’s 2003 Water Supply Assessment for Year 2017 mgd to population ratio.
 ** Source: Orange City Public Water System Source/Treatment/Storage Capacity Analysis Report, June, 2005.

Also, the City will ensure water supply concurrency by implementing CIE Policy 1.5.4. and not issuing development orders or development permits without first consulting with the appropriate utility to determine whether adequate water supplies to serve the new development will be

available no later than the anticipated date of issuance by the City of a certificate of occupancy or its functional equivalent. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

Water Conservation

The City has taken specific measures to conserve potable water throughout the City's service area and will continue to implement these measures. These measures are described below:

The City has two water conservation plans in effect. These are the Orange City Utility Water Conservation Plan and the Saxon Medical Center Water Conservation Plan. Under the Utility Plan each production well is equipped with a totalizing flow meter and total water production for the plant is also metered. All service connections are metered and water audits are conducted annually. The City has an ongoing leak detection and repair program in place. A computerized billing and accounting system with a standardized meter reading is in place. The City has adopted a conserving rate structure and imposed mandatory water conservation standards including year-round restrictions on water use and permitting irrigation hours. Orange City Utilities includes copies of these standards and suggested water conservation goals with the first billing of each new customer and both documents are sent out bi-annually as a reminder of water conservation requirements and goals.

Under the Saxon Plan ultra-low volume plumbing fixtures are installed throughout the medical facility. Saxon Medical Center is actively seeking reclaimed water from Volusia County and as soon as it is available, it will be used to replace potable water that is being used for non-potable purposes. Xeriscaping principles are used in the design and maintenance of the landscaping. The sprinkler system uses high-efficiency components and is designed to minimize the wetting of impervious surfaces. Additionally, an employee education program has been implemented including water conservation signs, water conservation tips in the newsletter, and an appointment of an employee water conservation coordinator.

The City has also implemented the following conservation measures and programs to reduce water consumption within its service area.

- A) Water is conserved at the water treatment plant by minimizing plants and grass that require irrigation. (³CONE Policy 1.3.5)
- B) Vehicle/equipment washing is undertaken off-site to a commercial wash rack with recycled water. (CONE Policy 1.3.5)
- C) New construction must comply with the Florida Building Code for low flow water fixtures. (INFE Policy 2.5.3 and CON Policies 1.3.4 and 1.3.5)
- D) Water audit customer assistance program which addresses both indoor and outdoor water use. Due to the lack of staff availability and possible liability concerns, an indoor program could not be provided to all the City's customers; however, the "Your Water Meter" flyer distributed by the City gives instructions for the customers to audit their own indoor water use. (CONE Policy 1.3.5)
- E) Water education programs, which included distribution of water conservation videos and flyers to local schools, community organizations, and the media. Also, workshops on Waterwise Landscaping offered by Volusia County are advertised. (CONE Policy 1.3.5)

³ Section 6 Conservation Element

- F) Rain sensor programs which have required the installation of rain sensor devices on any new automatic irrigation system since May 1, 1991. (CONE Policy 1.3.5)
- G) Xeriscaping and landscape design standards that are part of the City's land development regulations. (CONE Policies 1.1.3 and 1.3.5)
- H) Toilet retrofit programs. (CONE Policy 1.3.5)
- I) Showerhead exchange programs, which started in April 2001. (CONE Policy 1.3.5)
- J) The City has also constructed, maintained, and publicized a water efficiency landscape demonstration project in the Orange City Rotary Park. This project was constructed in 2001. (CONE Policy 1.3.5)
- K) In 2001, the City adopted a Water Conservation Ordinance (Ord. No. 32, which repealed Water Conservation Ordinance, No. 90-11-1 as amended, to protect and help to ensure an adequate future supply of water and includes the following: (CONE Policy 1.3.5)
- 1) Irrigation Schedule - Existing domestic and commercial landscape installations (lawn and garden) irrigating and/or watering hours that are consistent with Volusia County's and St. Johns River Water Management District's lawn and landscape irrigation rule. (INFE policy 2.5.1) In this regard the City will coordinate with Volusia County and the District to cooperate in achieving uniformity in the rules.
 - 2) Noncommercial or private washing of motor vehicles, boats, and trailers shall utilize an automatic shutoff/self-canceling spray nozzle or low-volume pressure cleaner. Washing shall be on pervious surfaces whenever feasible during permitted watering periods, and in addition between the hours of 12:00 noon to 4 p.m. on permitted weekend water days, or at a commercial water recycling automobile facility.
 - 3) Filling or refilling of swimming pools is prohibited, except as necessary during the construction process, repairs, or following any voluntary cessation of use of the pool to prevent the leakage of water, and except as necessary to raise the level of water to allow the pool's skimmer to function properly.
 - 4) Washing of all impervious surfaces such as houses, mobile homes, buildings, sidewalks, driveways, parking lots, patios, and swimming pool decks shall utilize an automatic shutoff/self-canceling spray nozzle or low-pressure cleaner. Excessive use of water for cleaning impervious surfaces is discouraged and run-off shall be directed as much as possible towards pervious areas.
 - 5) Excessive, wasteful, or unnecessary water use is strongly discouraged under any circumstances and is specifically prohibited by Volusia County under its minimum standards for water conservation.
 - 6) All automatic landscape irrigation systems shall be equipped with rain sensor devices within one year from the effective date of this Ordinance.
 - 7) All ground water utilized in water-to-air heating and cooling systems must be directed to landscaped irrigation systems, groundwater injection or exfiltration systems. Off-site discharge from heating and air conditioning systems is prohibited.

Alternative Water Supply Projects

The District's 2005 Water Supply Plan contains the St. Johns River near Lake Monroe and the St. Johns River near DeLand alternative water supply projects that reference Orange City. The City intends to participate in implementing an alternative water supply project within the next ten years. The City, together with Volusia County and the cities of DeLand and Deltona, are considering partnering with Seminole County in the St. Johns River at Yankee Lake Project and

are considering building a treatment plant near DeLand. The City Council will consider a memorandum of agreement regarding a scope of work for a design report and up to 35% design of the selected project. In addition, the City is implementing a stormwater reuse plan to augment the reuse supply of Volusia County Utilities. That project is described in the Reuse section of this work plan.

For FY 2008/2009 the City has budgeted ~~\$250,000~~ \$200,000 for planning and design of an alternative water supply project. The City will continue to partner with the District and other jurisdictions for the future construction an alternative water supply project (ICE Policies 1.1.2, 1.2.11, and 1.2.12). Also the City has added the alternative water supply project's planning and design phase to its Capital Improvements Program. The construction phase will be added when the District provides estimated construction costs.

Wastewater

Currently the City's effluent is treated at the Volusia County wastewater treatment plant (WWTP). The City provides reclaimed water from Volusia County to the Monastery Golf Course. A total of 61.8 MGY are supplied to the 80 acre golf course and the City does not predict an increase in reclaimed water demand for the golf course. If available, future quantities of reclaimed water will go to large water users first, such as Saxon Medical Center, park sites and large commercial retail centers.

The use of stormwater stored in wet detention treatment ponds is encouraged through compliance with 40C-2.042 of the F.A.C which is contained in Orange City Ordinance No. 32, and has been incorporated in the Orange City Code as Section 17.3-84 of Chapter 17.3, Article II, Division 2 Levels of Water Conservation and Water Shortage Restrictions (CONE Policy 1.2.2). The City's goal is to build a reclaimed water system which is effective and meets the needs of customers while complying with the Florida Department of Environmental Protection and the St. Johns River Water Management District as reclaimed water is available. The reclaimed water system is currently in its ~~engineering permitting phase~~ and construction ~~is proposed for next year~~, as part of the Carpenter Avenue Force Main Project, is proposed for FY 2008/2009. The City will maintain and revise as necessary its agreements with Volusia County for wastewater treatment and the provision of reclaimed water (INFE Objective 1.3 and Policy 2.6.3), and enforcing its Ordinance that requires use of reclaimed water for irrigation and nonpotable uses for new development, if feasible (INFE Policy 1.3.1).

Stormwater to Reuse Project

The stormwater to reuse project involves pumping water from Mill Lake and Marshall Park Lakes to a water reuse facility operated by Volusia County. Currently, Mill Lake discharges to the middle St. Johns River. Pumping to the water reuse facility would eliminate pumping to the St. Johns, which the St. Johns River Water Management District and Florida Department of Environmental Protection endorse. Once the engineering phase is complete the City will apply for applicable State and District permits. Pumping from Mill and Marshall Lakes to a reuse facility in Volusia County would produce an average of 300 million gallons of reuse water each year. The planning and ~~design and engineering design phases of the project are scheduled to be~~ were completed in FY 2007/2008 and the construction phase of the project is scheduled to be

completed as part of the Carpenter Avenue Force Main project in FY 2008/2009 of the City's Capital Improvements Element's CIP.

Proposed Facilities

The City proposes to ~~develop six new lift stations, and~~ add one new force main, add a combined force main/stormwater reuse line and construct an additional water storage tank ~~over the next five years~~ in Fiscal Year 08/09. The description, timing, costs and funding sources for these improvements ~~during the next five years~~ are included in the Capital Improvements Element's CIP. Any improvements beyond the five year schedule that are not identified in the current facility plan will be identified in a scheduled update to Capital Improvement's Element's updated CIP.

WELL INFORMATION

Well No.	Casing Diameter (inches)	Well Depth (feet)	Status	Source
OC-1	10	88	Existing	Floridan Aquifer
OC-3	10	260	Existing	Floridan Aquifer
OC-4	10	295	Existing	Floridan Aquifer
OC-5	12	325	Existing	Floridan Aquifer
SMC-6	10	180	Existing	Floridan Aquifer
SMC-7	10	335	Existing	Floridan Aquifer
8	12	300	Proposed	Floridan Aquifer
9	12	300	Proposed	Floridan Aquifer