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**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY FLORIDA, RELATING TO THE COLLIER COUNTY WATER-SEWER DISTRICT'S IQ WATER SYSTEM, PROVIDING FOR TITLE AND CITATION; PROVIDING FOR FINDINGS; PROVIDING FOR INTENT; PROVIDING FOR DEFINITIONS; PROVIDING FOR CONNECTION TO SYSTEM; PROVIDING FOR DISCONTINUING SERVICE BY DISTRICT; PROVIDING FOR ANNEXATION OF DISTRICT SERVICE AREAS INTO MUNICIPALITIES; PROVIDING FOR INTERRUPTED, DISCONTINUED AND FAILURE TO DELIVER SERVICE; PROVIDING FOR SERVICE REQUIREMENTS; PROVIDING FOR METER REQUIREMENTS; PROVIDING FOR CROSS-CONNECTIONS PROHIBITED; PROVIDING FOR CONSTRUCTION SPECIFICATIONS; PROVIDING FOR MAINTENANCE BY USER; PROVIDING FOR DISTRICT MAINTENANCE; PROVIDING FOR ADDITIONS OF CHEMICALS; PROVIDING FOR OWNERSHIP BY THE DISTRICT; PROVIDING USERS IQ WATER SYSTEM; PROVIDING FOR LIABILITY; PROVIDING FOR REPEAL OF ORDINANCE NO. 98-37, AS AMENDED; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on May 12, 1998, the Board of County Commissioners (Board) adopted Ordinance No. 98-37, The Collier County Reclaimed Water System Ordinance, to govern policies, procedures and conditions regarding the use of the Collier County Water Sewer-District's (District) IQ Water Program; and

WHEREAS, the Board subsequently amended Ordinance No. 98-37 through its adoption of Ordinance No. 99-35 and Ordinance No. 99-55; and

WHEREAS, the Board now desires to amend provisions of Ordinance No. 98-37, as amended, to maintain compliance with District Wastewater Reclamation Facility operating permits, applicable laws, rules, and regulations, ensure consistency with the IQ Water Policy, and allow for optimization of the District's IQ Water System; and

WHEREAS, IQ Water offers an environmentally sustainable method for managing wastewater disposal, conserving potable water sources and providing alternative water supplies for beneficial uses; and

WHEREAS, Section 403.064, F.S. encourages local governments to implement reuse projects and places limitations on deep well injection and other forms of effluent disposal; and

WHEREAS, when a water reclamation facility permittee reuses reclaimed water or disposes of effluent using property owned by another party, a binding agreement between the involved

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parties is required to ensure that construction, operation, maintenance, and monitoring meet the requirements of Chapters 62-600, 62-620 and 62-610, Florida Administrative Code (FAC); and

**WHEREAS**, the water reclamation facility permittee shall retain primary responsibility for ensuring compliance with all applicable requirements of the FAC for efficient disposal.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS EX OFFICIO THE GOVERNING BOARD OF THE COLLIER COUNTY WATER-SEWER DISTRICT, that:**

**SECTION ONE: TITLE AND CITATION.**

This Ordinance shall be known as and may be cited as "The Collier County Water-Sewer District IQ Water Ordinance."

**SECTION TWO: FINDINGS.**

The Board of County Commissioners hereby makes the following findings:

A. That Sections 403.064(1) and 373.250(1), F.S., establish the encouragement and promotion of water conservation and Reuse of IQ Water as State objectives and that water conservation and Reuse are in the public interest.

B. That FAC, Rule 62-610.320 (1) (b) requires that when water reclamation facility permittee reuses IQ Water or disposes of effluent using property owned by another party, a binding agreement between the involved parties is required to ensure that construction, operation, maintenance, and monitoring meet the requirements of Chapters 62-600, 62-620, and 62-610, F.A.C. Such binding agreements are required for all reuse or disposal sites not owned by the permittee. The permittee shall retain primary responsibility for ensuring compliance with all applicable requirements of the Florida Administrative Code for efficient disposal.

C. That FAC, Rule 62-610.491 (1) (c) requires that as part of the wastewater reclamation facility permit application, the applicant shall submit documentation of controls on individual users of IQ Water through detailed agreements or by local ordinance.

D. That the Collier County Water-Sewer District's (District's) IQ Water System meets the criteria of a slow rate land application system with public access as defined by Florida Administrative Code, Rule 62-610.450.

E. That the establishment and maintenance of an IQ Water System Ordinance is required by Florida Administrative Code, Rule 62-610.469.

F. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of public health, safety, welfare and convenience.



G. References to Federal, State and local rules and regulations are those then in effect at the time of the adoption of this Ordinance and which may be amended or revised from time to time by the respective regulatory body and will be incorporated herein by reference upon their adoption.

**SECTION THREE: INTENT.**

It is the intent of the District to make IQ Water available for irrigation and other authorized uses. The IQ Water System (System) shall be developed in accordance with the IQ Water Policy (Policy) and the IQ Water Master Plan (Master Plan).

**SECTION FOUR: DEFINITIONS.**

For purposes of this Ordinance, the definitions contained in this section shall apply unless otherwise specifically stated. Words used in the present tense include the future tense, words in the plural number include the singular, and words in the singular include the plural. The words "shall," "will," or "must" are always mandatory and not merely discretionary.

**Allocation** shall mean the minimum amount of IQ Water allocated to a Major User through an executed Major User Agreement. The Allocation will be based on availability and the IQ Water Application Rate, expressed in million gallons per day (MGD) and delivered over a twenty four (24) hour period.

**Applicant** shall mean any property owner or owner's agent (written evidence is required of Designated Agent's/Officer's authority to execute legal documents for property owner) person or entity that is requesting IQ Water service from the District for their use or on behalf of an IQ Water User and is authorized to enter into a District User Agreement.

**Approved Backflow Preventer** shall mean a mechanical assembly that has been approved to prevent backflow and back-siphonage to the District's water systems including the IQ Water System.

**Available IQ Water** shall mean an amount of IQ Water, above and beyond the amount required to meet existing User demand during the low flow/high demand period, as determined by the District.

**Basic User** shall mean an IQ Water User that uses less than 0.1 MGD of IQ Water expressed on a twenty four (24) hour flow basis. This classification of User must enter into a Basic User Agreement. Basic Users may receive Pressurized or Pressurized and Distributed service.

**Basic User Agreement (BUA)** shall mean a written contractual agreement between the District and the Basic User through which the Basic User agrees to abide by all rules and regulations pertaining to IQ Water use. These agreements are required by the State per Section 62-610.320 (1) (b), F.A.C.

**Board of County Commissioners of Collier County, Florida (Board)** shall mean the governing body of Collier County as the ex officio Governing Board of the Collier County Water-Sewer District.

**Bulk Service** shall mean a service level in which individually metered Users: (a) have a Major User Agreement for Delivery and Reuse of IQ Water, (b) receive service that may be provided with minimum pressure, (c) agree to receive a IQ Water Allocation on an annualized daily basis throughout the calendar year, (d) provide IQ storage facilities on their property, (e) are responsible for their IQ Water system beyond the District's designated Point of Delivery, and (f) agree to use IQ Water in lieu of potable water for irrigation or other permitted uses.

**Collier County Water-Sewer District (District)** shall mean the Independent Special District within Collier County that is defined by Special Act, Chapter 2003-353, Laws of Florida; as such Act may be amended from time to time.

**Cross-Connection** shall mean any physical arrangement whereby the District's public water system is connected, directly or indirectly, with any other water supply, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other wastes or liquids of unknown or unsafe quality, which may be capable of imparting contamination to the public water system, as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, or other temporary or permanent devices, through which or because of which, backflow could occur are considered to be cross-connections unless otherwise specified within this Policy or other related District documents.

**Customer** shall mean an IQ Water User that is physically connected to the IQ Water System and has a real and present availability for service (Delivery of IQ Water) regardless of actual use, and shall include both Basic and Major Users.

**FDEP** shall mean the Florida Department of Environmental Protection.

**Force Majeure** shall include but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, acts of any public enemy, wars, blockades, riots, acts of armed forces, epidemics, delays by carriers, inability to obtain materials or rights-of-way on reasonable terms, acts or failures to act by regulatory authorities, or the unavailability of necessary resources that are beyond the reasonable control of the District to provide IQ Water to Users.

**IQ Water** shall mean alternative water resources other than potable water, available to the District and shall include: (a) wastewater that has received the treatment established by the Florida Administrative Code, Rule 62-610.460, currently defined as wastewater that meets, at a minimum, secondary treatment and high-level disinfection after disinfection and before discharge to holding ponds or the IQ Water System and (b) Supplemental Water Supplies such as ground or surface water. IQ Water may also be referred to as reuse water, effluent water or reclaimed water.

**IQ Water Application Rate (IQWAR)** shall mean the irrigation application rate generally recommended by the Water Management Districts, and adopted by the District, currently three-quarters to one inch per irrigated acre per week. As an example, a User with a parcel of land that has 100 acres of irrigable area, at the rate of 1-inch per week, will provide a maximum application rate of 387,900 gallons per day of IQ Water expressed on an average annual daily flow basis (100 acres x 43,560 ft<sup>2</sup> per acre x 1 inch per week /12 inches/foot x 7.48 gallons per cubic foot /7 days/week = 387,900 gallons/day).



**IQ Water Ordinance** shall mean Ordinance 2013-\_\_\_\_ which repealed and replaced Ordinance No. 98-37, as amended.

**IQ Water Policy (Policy)** shall mean the Policy as approved by the Board which outlines the IQ Water program in terms of purpose, vision, mission, guiding principles, definitions, rates, conservation, master planning, and operational guidelines. The Policy gives guidelines for the optimization of available water resources and meeting the irrigation needs or other approved uses, of customers in an economically and environmentally sustainable manner, through the use of IQ Water.

**IQ Water Rates** shall mean the rates in dollars and cents charged by the District for IQ Water service as established by the Board in Ordinance No. 2001-73, as amended, the Collier County Water-Sewer District Uniform Billing, Operating, and Regulatory Standards Ordinance.

**IQ Water Service Area** shall mean the geographic area within the District boundary where IQ Water is or will be furnished in accordance with the prioritization and decision criteria included in this Policy and subsequent master planning.

**IQ Water System (System)** shall mean all District owned elements that function to convey and distribute IQ Water including all land and easements, buildings and structures, transmission and distribution pipes, reservoirs, supplemental water supply production and pumping facilities, metering equipment, equipment and machinery, and other appurtenances necessary to provide IQ Water to Users. The System does not include the deep injection wells located at the Water Reclamation Facilities used for wastewater effluent disposal.

**IQ Water User** shall mean any existing entity receiving IQ Water at the time of the Effective Date of this Ordinance; such as a single family homeowner, golf courses, homeowner associations, condominium associations or other associations with the legal authority to make binding determinations on behalf of the association, its members, its unit owners, or the shareholders of such association, corporations, or owner(s) of developed property. (See: Exhibit A for a list of existing Major Users, their calculated minimum IQ Water Allocations and historical average IQ Water use).

**Major User** shall mean an IQ Water User that uses or has an allocation greater than or equal to 0.1 MGD of IQ Water expressed on a twenty four (24) hour flow basis. This classification of User must enter into a Major User Agreement and may receive Bulk or Pressurized Service. (See: Exhibit A).

**Major User Agreement (MUA)** shall mean a written instrument between the Major User and the District, by which the Major User agrees to abide by all rules and regulations pertaining to IQ Water, designates a minimum Allocation, designates a Point of Delivery, designates areas where IQ Water will be used, and other contractual obligations. These agreements are required by the State per Section 62-610.320 (1) (b) F.A.C.

**Master Meter**, shall mean a radio read or other water meter that measures the total gallons of water that flows through such meter to measure the cumulative water being served to a specific project, development or portion(s) thereof and which has many separate end users being served by such

master metered water (as distinguished from a water meter that measures flow of water to separate end use customers or end use water customer units).

**Point of Delivery (POD)** shall mean the location where the Districts IQ Water System is physically connected to the Users IQ Water system and represents where the District's responsibility ends and the User's responsibility and liability begins. In Major User Agreements it will be defined and identified in an exhibit. In certain identified Major User Agreements the POD will be where the IQ Water line enters onto the Major User's property boundary. The POD for Basic Users, unless otherwise specified, will be at the point where the downstream section of the meter assembly goes into the ground on the User's side of a meter.

**Pressurized Service** shall mean the service level in which Users are (a) individually or master metered; (b) receive IQ Water under pressure at the POD; (c) are responsible for the distribution of IQ Water downstream of the individual or master meter(s); (d) agree that the District will not be responsible for the water pressure and system maintenance downstream of the POD.

**Pressurized and Distributed Service** shall mean the service level at which Users (a) are either individually or master metered; (b) receive IQ Water under pressure; (c) whose IQ Water System is maintained by the District beyond the boundaries of the master community up to the individual or master meter; (d) are responsible for the distribution of IQ Water to irrigable areas downstream of the master or individual meter; (e) are solely responsible for the water pressure and IQ Water System maintenance downstream of the POD.

**Reuse** shall mean the deliberate application of IQ Water, in compliance with the Florida Department of Environmental Protection (FDEP) and South Florida Water Management District (SFWMD) rules, for a beneficial purpose.

**SFWMD** shall mean the South Florida Water Management District.

**Supplemental Water Supply** shall have the same meaning as Alternative Water Supplies per subsection 373.019(1), Florida Statutes, (Note that per Ordinance No. 2004-31, as amended, Supplemental Water is non-potable ground water, stormwater, or surface water).

**Unincorporated Area** shall mean all geographic areas within Collier County not within the geographic boundaries of any municipal corporation as of June 26, 2003, the effective date of Chapter 2003-353, Laws of Florida, a Special Law. In the context of IQ Water and these policies, all geographic areas incorporated as a municipal corporation shall thereby be deemed to be within geographic boundaries of that municipality. Also all areas annexed into a municipal geographic corporation after the effective date June 26, 2003, shall thereby be classified as being "incorporated" unless such geographic area, by inter-local agreement pursuant to Section 171.204, Florida Statutes (as now exists or hereafter amended and/or renumbered by the Florida Legislature), excludes such annexed geographic area as an unincorporated enclave and, being an inter-local agreement enclave, shall remain classified as "unincorporated" (not being within the geographic boundaries of the municipality).

**User Agreement** shall mean the Basic User Agreement or the Major User Agreement, or both Agreements, as applicable.



**Water Resource Caution Area** shall mean a geographic area identified by a water management district as having an existing water resource problem or an area in which water resource problems are projected to develop during the next 20 years.

**Wastewater Director** shall mean the District individual responsible for the technical and operational activities of the District's IQ Water program.

**SECTION FIVE: CONNECTION TO SYSTEM.**

A. All Users connected to the System shall enter into a User Agreement with the District. Users with usage greater than or equal to .1 MGD must enter into a written Major User Agreement. Users with usage less than .1 MGD must enter into a Basic User Agreement.

B. Customers in designated service areas may connect to the System where the ability to deliver IQ Water exists and the District has determined that sufficient IQ Water is available to be delivered; and upon District approval of a properly submitted application which is compliant with all applicable laws, rules, and regulations. With the exception of District Utility Facilities, all Customers will be charged the applicable published rates, fees and charges for delivery of the IQ Water.

C. (i) The residential areas of the Planned Unit Developments that currently have IQ Water infrastructure, including both mains and service lines and that currently receive pressurized and distributed service (Pelican Bay and Pelican Marsh) are grandfathered and exempted from the following provision

(ii) The District will not add any additional Users to the IQ Water System until it can be reasonably determined by the District that a sufficient quantity of IQ Water is available during the low flow/high demand period for additional Users, and that the addition of such Users will not reduce the District's delivery of the contracted volumes of IQ Water to existing Users.

(iii) Prior to the addition of any future Users of the IQ Water System, and based on IQ Water Availability, existing Major Users will be provided with an opportunity to increase their Allocations on a pro-rata basis up to the amount of one inch (1") per acre, per week, or the IQ Water Application Rate of the then recognized amount determined by the IQWAR utilization, in exchange for the User's water use permit substitution or offset credits. For the purpose of the application of this future User prioritization, any increase to the IQ Water volume for existing Major Users will be based on the amount of the Major Users' irrigable acres irrigated with IQ Water in 2012.

(iv) Any substitution or offset credits earned by the User by utilizing IQ Water will be conveyed to the District by the User receiving such credits.

**SECTION SIX: DISCONTINUING SERVICE BY DISTRICT.**

A. The District may suspend IQ Water service to any User due to violation(s) of any provision(s) of Collier County Ordinances, Federal, State, or District regulations or policies, or the User Agreement, for non-payment of fees and charges for delivery of IQ Water, for tampering with any service, for cross-connection with any other water source, or for any reason when the District

finds that continuation of service has the immediate potential to be detrimental to the District's potable water, wastewater, or IQ Water utility systems, the environment, or the health, safety, and welfare of the public.

B. If the violation may result in an immediate harm to persons or property, the District will cease and suspend service until the violating condition is corrected and all costs due to the District have been paid in full. These costs may include past due bills and penalties, connection charges, payment for any damage caused to the System, together with any charges established on the basis of the expenses incurred in the disconnection and restoration of service, which shall be non-discriminatory in its application. The User shall be provided written notice of violations to include what is required to return to compliance, and shall be provided a reasonable amount of time to cure the violation. Should suspended service be restored by the User without written authorization from the District, the District shall immediately remove the IQ Water service lines, and all associated additional charges for the District work will be borne by the User. Authorized service restoration is not guaranteed and will be made solely at the reasoned discretion of the District.

C. Failure to enter into and maintain an executed User Agreement, including the acceptance of all amendments and modifications thereto with the District, will result in the discontinuance of IQ Water service.

**SECTION SEVEN: ANNEXATION OF DISTRICT SERVICE AREAS INTO MUNICIPALITIES.**

The annexation of any areas into a municipal corporation after the effective date designated in Chapter 2003-353, Laws of Florida, does not remove any such annexed area from the District's geographic boundaries. If the District is providing any part or all of such annexed area with IQ Water, the District upon such annexation shall not be obligated to continue to supply IQ Water to such annexed area except to the extent that the District is then contractually obligated to continue to supply such area with IQ Water pursuant to a Major User Agreement.

If the District is providing IQ Water to any geographical area and any other purveyor of water or wastewater service should expand its service area to include such geographical area the District shall not be obligated to continue to supply IQ Water to such area except to the extent that the District is then contractually obligated to continue to supply such area with IQ Water pursuant to a Major User Agreement.

**SECTION EIGHT: INTERRUPTED, DISCONTINUED, SUSPENDED AND FAILURE TO DELIVER SERVICE.**

A. The District shall not contractually allocate more IQ Water than can reasonably be made available during the low flow/high demand period as determined by the District. The amount of IQ Water available for allocation to Major Users will be determined as follows:

1. The lowest daily flow of wastewater influent available for treatment;
2. Plus: the daily reliable flow from Supplemental Water Supplies;
3. Minus: the Basic and Pressurized Users maximum month average daily demand.



B. The District may interrupt or temporarily suspend or discontinue service to any portion of, or the entire IQ Water System as may be deemed necessary and appropriate by the District or as required by any regulatory authority or designee.

C. The District will not be liable to Users for failure to deliver IQ Water if certain situations beyond the reasonable control of the District preventing delivery exist, such as, but not limited to: (1) unavailability of source water due to a loss or lack of influent to the wastewater reclamation facilities; (2) process failure; (3) noncompliant IQ Water; (4) equipment or material failure in the System, including failure of storage or pumping; (5) routine or emergency System or treatment facility repair or maintenance; (6) Force Majeure incidents or occurrences that makes it impossible, impractical or limits the ability of the District to provide IQ Water.

D. At times, IQ Water demand may exceed the IQ Water supply. During these events, IQ Water service will be restricted and apportioned per District operating protocols, which will be published within six (6) months from the adoption of this Ordinance. The operating protocols shall provide that any reduction in supply to an existing User shall be applied on a prorated basis unless there is a physical reason why the existing Users cannot be treated equally.

E. The District has the necessary facilities and capability to augment the District's System with certain non-potable water resources in order to enhance the application of IQ Water with Supplemental Water for irrigation or other approved purposes. All aspects of the District's use of such Supplemental Water to enhance the System, such as timing, volumes, blending, distribution, and pricing will be exclusively at the District's considered discretion. Supplemental Water shall be utilized for the benefit of all IQ Water Users.

#### **SECTION NINE: SERVICE REQUIREMENTS.**

A. By accepting IQ Water service, all Users agree that the User (1) has read Ordinance No. 97-33, as amended; (2) shall accept the IQ Water delivered by the District without warranty beyond the regulatory Compliance Points for federal, state and local requirements for quality, and will use the IQ Water only for approved uses on the User's property pursuant to all local, State, and Federal regulations; (3) shall not discharge IQ Water directly into the waters of the State without written authorization from the SFWMD and the FDEP, which written authorization shall be submitted to the District prior to discharging directly into waters of the State; (4) shall be responsible for the payment of the rates, fees, and charges as adopted by the District for the provision of IQ Water service per Ordinance No. 2001-73, as amended; (5) agrees that the District has the authority to impose conservation-based rates and/or interrupt service to customers that use IQ Water in excess of the Allocation or IQ Water Application Rate of the respective User; and (6) agrees that the District will not be held liable for damages that may occur to vegetation or other damages that occur due to uses of IQ Water.

B. No new connection to the System or intended use shall be permitted without an executed written User Agreement between the District and the User. Users without existing or expired User Agreements must enter into a User Agreement upon the request of the District in order to continue to receive IQ Water Service. Any User that fails to enter into a User Agreement with the District will have IQ Water Service discontinued within thirty (30) days after written notification by the District to the User of the District's intent to discontinue the User's service.

C. Approvals from all relevant regulatory authorities and the District shall precede all connections to the System. IQ Water service will be discontinued if User does not comply with all applicable rules, laws, and regulations for the application of the IQ Water.

D. Users of the IQ Water shall consent to the reasonable entry upon the property using IQ Water or property containing any portion of the System infrastructure owned by the District. Such entry shall ordinarily be for the purposes of reviewing the operation and condition of the System, for inspection of infrastructure, sampling at monitoring wells, or meter reading. User also consents to the District employees or Districts representatives conducting cross connection inspections, or site compliance inspections that may include the operation of private IQ Water facilities, such as private irrigation systems. At the request of the District and as a condition of service, Users shall consent to the reasonable installation, sampling, and maintenance of monitoring wells associated with the System. The User waives all rights to receive any further notice from the District of entries conducted pursuant to this Ordinance, and indemnifies the District, its agents and employees from any and all claims, damages, judgments and expenses incurred by the District as the result of the Users discharge or use of IQ Water in violation of any of the terms of this Ordinance or applicable laws, rules or regulations.

E. Applicants shall at its sole expense, obtain and fulfill all requirements of all the necessary permits, licenses, conditions, and approvals for any construction and operation of the Users IQ Water system.

F. IQ Water Service will be provided to Applicants as described in the IQ Water Policy.

G. Any and all adjustments to Users IQ Water system required by changes in law shall be completed within the time period defined by the regulatory authority requiring such changes at the Users expense.

H. The District will recognize that portions of IQ Water may continue to be used for environmental mitigation purposes.

I. IQ Water may also be used for non-irrigation purposes, such as cooling towers. Non-irrigation uses for IQ Water must meet all of the requirements of 62-610 F.A.C. and be approved by the District. All cooling towers will be required to install a redundant connection to another water source and applicable backflow prevention devices.

#### **SECTION TEN: METER REQUIREMENTS.**

All connections to the System shall be metered. At the time of connection of the Applicant's property to the System, the Applicant will be responsible for the full cost of installation of the meters and all appurtenances thereto (collectively referred to as the "meter") and such facilities shall be dedicated at no cost to the District in accordance with applicable Collier County Ordinances. Replacement meters will be installed by the District at the District's discretion and expense. Costs associated with meters replaced at the request of the User will be paid for by the requesting party and dedicated at no cost to the District.

A. The District shall install new meters less than or equal to two (2) inches in size.

Associated costs for the meter and its installation will be paid by the User per Ordinance No. 2001-73, as amended.

B. New meters greater than two (2) inches in size will be installed by the Applicant in coordination with District regulations. The Applicant must submit an application for an IQ Water meter and install the meter and associated infrastructure in accordance with District requirements and specifications under the direct physical supervision of a District representative. All costs associated with the installation of the meter to include District expenses will be paid by the User. Any User that connects to any part of the System without direct physical supervision by a District representative will have all IQ Water service being provided immediately terminated. Upon the finding of an improperly or unauthorized meter installation will constitute a violation of this Ordinance and shall be subject to all fines and costs in addition to the penalties as set out herein.

**SECTION ELEVEN:      CROSS CONNECTIONS PROHIBITED.**

A. No Cross Connections shall be permitted. Any Cross Connection constitutes a violation of this Ordinance and shall be subject to fines and costs as identified in Ordinance No. 2001-73, as amended.

B. On all properties where IQ Water service is provided, the public water supply shall be protected by an approved backflow protection device as specified in Ordinance No. 97-33, as amended.

C. To determine the presence of any potential hazards to the District's potable or IQ Water Systems, the District shall have the right, but not the duty, to enter upon the premises and test the private irrigation or other system of any User receiving IQ Water for the purpose of performing cross connection inspections.

D. (i) If a Cross Connection is found, the District will immediately suspend IQ Water service to a User upon the confirmation of a Cross Connection with the District potable water system. IQ Water service will be reinstated only upon (a) the removal of the cross-connection together with any additional reasonable terms and conditions that the District determines are necessary to avoid future cross connections; (b) there is no history of previous cross connections or violations of the other provisions of this Ordinance by the User relating to the public health and safety by the User; and (c) the Florida Department of Environmental Protection (FDEP) provides its approval of the reinstatement to the District in a writing, if necessary.

(ii) The Users will be responsible for all costs incurred by the District and the User, resulting from the Cross Connection. These costs include, but may not be limited to: all potable or IQ Water used, including all potable water used for flushing lines, and follow-up Cross Connection inspections performed by a licensed professional irrigation contractor or a certified Reclaimed Water Field Inspector as mandated by the District. IQ Water service will not be restored prior to submittal of a written report summarizing the Cross Connection inspections with subsequent written approval by the District.

E. Any additional requirements for Cross Connection regulation may be further set out in the individual User Agreements as may be necessary for the User.

**SECTION TWELVE: CONSTRUCTION SPECIFICATIONS.**

All IQ Water connections shall meet the following specifications:

- A. Prior to connection, all requirements of Florida Administrative Code, Ordinance No. 2004-31, as amended, and all other relevant District requirements in existence at the time of connection, shall be fully met.
- B. New above ground hose bibb connections shall not be made unless the User has a written documentation of inspection and approval by the FDEP as required by 62-610.469(3), F.A.C. Such documentation must be received and approved by the District prior to any hose bibb installation.

**SECTION THIRTEEN: MAINTENANCE BY USER.**

- A. Except to the extent, if any, and clearly and expressly articulated in a User Agreement to the contrary, the User shall take full responsibility for the design, construction, permitting, financing, compliance, operation, maintenance and repair of the IQ Water system downstream of the POD. The District may disconnect IQ Water service to any User in the event any part of the User's system is not being maintained to the standards specified in Ordinance No. 2004-31, as amended. In addition, should the User require IQ Water at different pressures, different quality, or in any way different from that which is supplied by the District, the User shall be responsible for any necessary devices for making these adjustments and obtaining approval from the District. If such changes are made supplementing the quality or pressure(s) from the District, the District shall not be held liable and the User will hold the District harmless from any and all claims for damages to persons or property as the result of the application of User's modifications to the District's standard IQ Water.
- B. The User shall take reasonable precautions, including signs, labeling, and color-coding to prevent confusion between IQ Water and other water sources. All costs associated with the reasonable precautions will be borne solely by the User.

**SECTION FOURTEEN: DISTRICT MAINTENANCE.**

- A. Except to the extent, if any, and clearly and expressly specified in a User Agreement to the contrary, the District shall own and be responsible for all repairs and maintenance and associated costs for operating the System upstream of the designated POD.
- B. The District will not own, operate, maintain, or be deemed to be in possession or control of the Users IQ Water system downstream of the POD unless specified in a User Agreement.
- C. No person shall perform any work, nor be reimbursed for any work, on the District's System, without written authorization from the District prior to work commencing.
- D. The District will make every effort to inspect, maintain and keep its facilities in good and serviceable repair, but assumes no liability for any damage caused by the System that is beyond

the reasonable control of normal maintenance. These situations include, but are not limited to: damage due to the breakage of pipes, diminished water quality due to unauthorized or illegal introduction of foreign material into the System by others that is beyond the reasonable control of the District, or other similar incidents.

E. The District will not provide additional treatment to the IQ Water beyond the compliance points located at the Water Reclamation Facilities.

F. The District has the right, but not a duty, to reasonably operate or regulate the User's private system if it is found by the District to be necessary for the health, safety, and welfare of the public.

G. The Users' denial of access of an authorized District representative to a property receiving IQ Water for the purpose of conducting any inspections shall constitute a violation of this Ordinance and may constitute grounds for the immediate discontinuation of IQ Water service by the District.

**SECTION FIFTEEN: ADDITIONS OF CHEMICALS.**

A. Users' addition of any chemicals to the District's System is strictly prohibited.

B. Any User adding or otherwise placing chemicals into the User's IQ Water system must first install, test, and maintain an approved and appropriate backflow prevention assembly per Ordinance No. 97-33, as amended. All backflow prevention devices must be tested annually per Ordinance No. 97-33, as amended. Written documentation for the installation, maintenance and testing of the backflow prevention device(s) must be provided to the District within ten (10) business days following the installation, maintenance or testing of the device(s).

C. All algaecide applications to IQ Water storage ponds shall be completed per manufacturers' specifications.

**SECTION SIXTEEN: OWNERSHIP BY THE DISTRICT.**

A. No private IQ Water facilities will be installed or accepted by the District for ownership, operation and maintenance, with the exception of certain meters as provided for in this Ordinance.

B. The District's utility easements and dedicated public rights of way do not indicate acceptance of or ownership by the District of any User's infrastructure that may be placed into the District easement or right of way.

C. No District IQ Water facilities will be installed by an Applicant and accepted by the District for ownership operation and maintenance, unless the facilities are located in a dedicated public right of way, a County Utility Easement (CUE) or a Perpetual Utility Easement (PUE). Any new easement shall be adequately sized to accommodate construction and maintenance of all System components. No obstruction of any kind shall be planted, built, or otherwise created within the limits of the utility easement or right of way without prior written authorization from the District.

D. If IQ Water infrastructure is to be conveyed to the District, the User shall submit all documents as are required for the dedication of private facilities to the District as specified in Ordinance No. 2004-31, as amended.

**SECTION SEVENTEEN: USER'S IQ WATER SYSTEM.**

A. The Applicant shall, at its sole expense, construct all necessary transmission mains; re-pump stations and appurtenant improvements for transmitting IQ Water from the District's System to the User's system. The Applicant shall, at its sole expense, construct all necessary on-site IQ Water system facilities such as pipes, storage facilities, and drip, spray or sprinkler facilities.

B. Users may apportion their monthly charges paid to the District for IQ Water Service to its internal users, pursuant to Ordinance No. 2001-73, as amended.

**SECTION EIGHTEEN: LIABILITY.**

The District shall not be liable for any claims for damages to the User's property or persons thereon as the result of the use of District IQ Water, provided that the quality of the IQ Water at the Compliance Points has been treated and meets all standards as required by all applicable federal, state, and local rules, laws and regulations.

**SECTION NINETEEN: REPEAL OF ORDINANCE NO. 98-37, AS AMENDED.**

Collier County Ordinance No. 98-37, The Collier County Reclaimed Water System Ordinance, and all amendments thereto, are hereby repealed in its entirety.

**SECTION TWENTY: CONSTRUCTION AND SEVERABILITY.**

The provisions of this Ordinance shall be liberally construed to effectively carry out its purpose in the interest of the public's health, safety, welfare, or convenience.

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION TWENTY-ONE: INCLUSION IN THE CODE OF LAWS AND ORDINANCES.**

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article" or any other appropriate word.

**SECTION TWENTY-TWO: PENALTIES.**

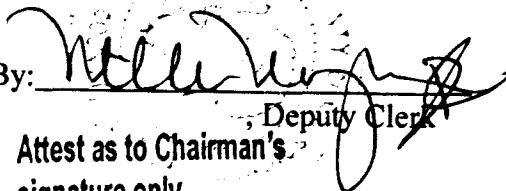
Unless another penalty is specifically provided for herein, any person who violates any section or provision of this Ordinance shall be prosecuted and punished as provided for by Section 125.69, Florida Statutes. Each day the violation continues shall constitute a separate offense. Additionally, the Board may bring suit for damages or to restrain, enjoin or otherwise prevent the violation of this Ordinance, before the Special Magistrate or in the Circuit Court of Collier County.

**SECTION TWENTY-THREE: EFFECTIVE DATE.**

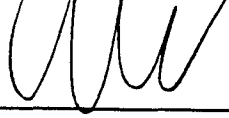
This Ordinance shall become effective upon being duly filed with the Secretary of the Department of State.

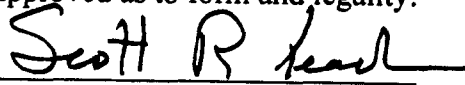
**PASSED AND DULY ADOPTED** by the Board of County Commissioners of Collier County, Florida, on this the 25<sup>th</sup> day of June, 2013.

ATTEST:  
DWIGHT E. BROCK, CLERK

By:   
Deputy Clerk  
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS OF  
COLLIER, FLORIDA, AND AS EX OFFICIO THE  
GOVERNING BOARD OF THE COLLIER COUNTY  
WATER-SEWER DISTRICT

By:   
GEORGIA A. HILLER, ESQ.  
CHAIRWOMAN

Approved as to form and legality:  
  
Scott R. Teach  
Deputy County Attorney

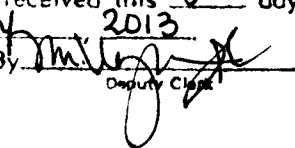
This ordinance filed with the Secretary of State's Office the 2<sup>nd</sup> day of July, 2013 and acknowledgement of that filing received this 8<sup>th</sup> day of July, 2013  
By:   
Deputy Clerk



Exhibit A

	Major User	Minimum Allocation (GPD)	Historical Average Use (GPD)
1	Audubon Golf & Country Club	405,679	760,692
2	Autumn Woods Community Association Inc.	90,508	273,756
3	Beachwalk Residents Association	103,955	138,424
4	Calusa Bay	147,399	88,456
5	Collier County Facilities Management Department	113,200	78,556
6	Collier County Parks & Recreation Department (NCRP & Vineyards)	165,869	308,204
7	Collier's Reserve Country Club Inc.	206,080	303,665
8	Countryside Golf & Country Club	257,600	141,016
9	Foxfire Community Association of Collier County	374,035	450,241
10	Glades Golf & Country Club	756,388	487,631
11	Hibiscus Golf Club	257,600	395,981
12	Imperial Golf Club Inc.	360,640	326,460
13	LaPlaya Golf Club	225,821	466,436
14	Lakewood Country Club of Naples	186,200	92,326
15	Lakewood Community Services Inc.	400,000	467,566
16	Lely Resort Golf & Country Club	618,240	1,036,119
17	Lely Community Development District	772,800	898,694
18	Riviera Golf Club	119,905	170,961
19	Royal Palm Country Club of Naples Inc.	426,681	247,111
20	Tarpon Cove Community Association	77,578	132,665
21	The Club Pelican Bay	257,600	415,908
22	Vineyards Development Corporation	772,800	1,148,998
23	Windstar on Naples Bay	199,842	353,672



STATE OF FLORIDA)

COUNTY OF COLLIER)

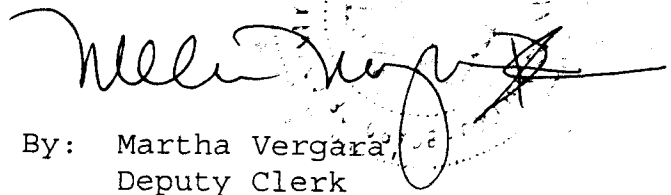
I, DWIGHT E. BROCK, Clerk of Courts in and for the Twentieth Judicial Circuit, Collier County, Florida, do hereby certify that the foregoing is a true and correct copy of:

**ORDINANCE 2013-48**

which was adopted by the Board of County Commissioners on the 25th day of June, 2013, during Regular Session.

WITNESS my hand and the official seal of the Board of County Commissioners of Collier County, Florida, this 1st day of July, 2013.

DWIGHT E. BROCK  
Clerk of Courts and Clerk  
Ex-officio to Board of  
County Commissioners

  
By: Martha Vergara,  
Deputy Clerk