

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WALDO, THE CITY OF GAINESVILLE, GAINESVILLE REGIONAL UTILITIES, AND ALACHUA COUNTY ON DEVELOPMENT RELATED ISSUES ASSOCIATED WITH THE WASTEWATER FORCE MAIN EXTENSION ALONG WALDO ROAD (S.R. 24)

THIS INTERLOCAL AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the City of Waldo, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as "Waldo", the City of Gainesville, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as "Gainesville", Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, herein referred to as the "County", and Gainesville Regional Utilities, herein referred to as "GRU". Waldo, Gainesville, Alachua County, and Gainesville Regional Utilities shall also be referred to herein as Parties collectively and Party individually.

WITNESSETH:

WHEREAS, the County, Gainesville, Waldo and GRU are authorized by §163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of the citizens of Alachua County; and

WHEREAS, Waldo desires to connect to GRU's wastewater treatment system to ensure compliance with a Florida Department of Environmental Protection (FDEP) consent order requiring modifications to Waldo's current wastewater treatment facility and effluent disposal system to ensure that the facility and effluent disposal system will function in full and consistent compliance with all applicable FDEP rules; and

WHEREAS, GRU desires to provide wastewater service to Waldo to enable Waldo to meet its current and future wastewater needs; and

WHEREAS, the Alachua County Board of County Commissioners, on January 26, 2010, reviewed a request by the City of Waldo to extend a GRU sanitary sewer force main to the City of Waldo for purposes of providing wastewater service to Waldo, and determined such extension to be consistent with the Alachua County Comprehensive Plan based on a finding that the project would address public health and safety concerns by providing operational and capacity improvements to Waldo's existing municipal wastewater system; and directed staff to coordinate with the City of Waldo, City of Gainesville, and GRU to prepare an interlocal agreement as necessary to further ensure consistency with the County's Comprehensive Plan; and

WHEREAS, Alachua County desires to further ensure that any development in unincorporated areas between Waldo and Gainesville is consistent with the Alachua County Comprehensive Plan and Land Development Code; and

WHEREAS, the City of Gainesville has polices in its Comprehensive Plan to discourage urban sprawl by limiting extensions of wastewater facilities outside City limits in

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accordance with the policies in the Alachua County Comprehensive Plan, and to coordinate with Alachua County on such extensions; and

WHEREAS, Alachua County has policies in its Comprehensive Plan to require any new development in the Urban Cluster as designated on the Future Land Use Map to connect to centralized potable water and sanitary sewer systems, and to limit extensions of potable water and sanitary sewer lines outside the Urban Cluster; and

WHEREAS, the City of Waldo identified the provision of sanitary sewer service, wastewater treatment capacity, and wastewater system connection policies in the list of local issues to be addressed in the Evaluation and Appraisal Report (EAR) on the Comprehensive Plan approved by the City Council on February 23, 2010.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1 DEFINITIONS and EXHIBITS

Section 1.1. Definitions. Unless otherwise defined in this Agreement, the following words shall have the following meanings unless the context requires otherwise.

“Agreement” shall mean this Interlocal Agreement, and any and all amendments hereto.

“County” shall mean Alachua County, Florida, its successors and assigns.

“GRU” shall mean the City of Gainesville, Gainesville Regional Utilities, Florida, its successors and assigns.

“Gainesville” shall mean the City of Gainesville, Florida, its successors and assigns.

“Urban Cluster” shall mean the unincorporated Urban Cluster boundary as designated on the Future Land Use Map of the Alachua County Comprehensive Plan.

“Waldo” shall mean the City of Waldo, Florida, its successors and assigns.

Section 1.2. List of Exhibits.

- I Waldo Wastewater Service Territory
- II Waldo Force Main
- III Alachua County Comprehensive Plan, Potable Water and Sanitary Sewer Element Policies on Central Water and Sewer Connection and Extension of Central Water and Sewer Lines Outside of the Urban Cluster
- IV City of Gainesville Comprehensive Plan, Potable Water and Wastewater Element Policies on Extensions of Facilities Outside City Limits

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ARTICLE 2 EFFECTIVE DATE, TERM, AND AMENDMENT

Section 2.1. Effective Date of Agreement. This Agreement shall become effective upon signature approval by all Parties to the agreement.

Section 2.2. Term of Agreement. The term of this Agreement shall be 99 years. The Parties have made long term commitments and intend for this Agreement to continue throughout its full term.

Section 2.3. Amendment of Agreement. At any time after the effective date of this Agreement, any Party to the agreement may request a modification by providing written notice to all the other parties. Changes to the Agreement, which are mutually agreed upon, shall be valid only when in the form of an amendment to the Agreement, duly signed by each of the parties hereto, and attached to the original of this Agreement. Amendment to this Agreement must be approved by each of the respective governing bodies at a regular public meeting.

ARTICLE 3 WASTEWATER SERVICE TERRITORY FOR THE CITY OF WALDO

Section 3.1. Waldo shall limit wastewater service connections to the area within its City limits, including areas added in the future through annexation, within the Waldo Wastewater Service Territory delineated in Exhibit I.

Section 3.2. Waldo shall include a recommendation in the Evaluation and Appraisal Report (EAR) on its Comprehensive Plan, due by May 2011, to amend the City of Waldo Comprehensive Plan to adopt the Waldo Wastewater Service Territory Map shown in Exhibit I and related policies limiting wastewater system connection for new and existing development consistent with this agreement; to provide for coordination among the parties on implementation through the Waldo Comprehensive Plan, the City of Waldo shall circulate the draft Comprehensive Plan amendments to the parties for review and input at least 60 days prior to advertising the public hearing of the Waldo Local Planning Agency on this Comprehensive Plan amendment.

ARTICLE 4 EXTENSION OF FORCE MAIN AND WASTEWATER SERVICE PROVISION

Section 4.1 The location of the Force Main constructed for the purpose of providing wastewater service to Waldo will be as generally shown in Exhibit II.

Section 4.2 The terms and conditions of the construction and operation of the Force Main and other improvements necessary to provide this service are included in the Wastewater "Service Agreement", and are described generally below:

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Section 4.3 Waldo will construct and be solely responsible for funding of all facilities necessary to provide this service that are upstream of the Point of Connection with GRU. This includes the wastewater collection system located within Waldo's service area, transfer pumping stations, the portion of the Force Main (generally shown in Exhibit I), and any other facilities upstream of the Point of Connection. GRU will be responsible for making necessary improvements downstream of the Point of Connection, which includes construction of a flow monitoring station and the portion of the Force Main downstream of the Point of Connection. This also includes improvements to its existing facilities to accommodate the Waldo wastewater discharge.

Section 4.4 Waldo will own and operate any transfer pumping stations and the force main from the transfer pumping stations to the point of connection with GRU. GRU will own and operate the Force Main and other facilities downstream of the point of connection.

ARTICLE 5 FUTURE CONNECTIONS TO THE WASTEWATER FORCE MAIN IN THE UNINCORPORATED AREA OUTSIDE THE URBAN CLUSTER

Section 5.1. GRU shall notify Alachua County of any proposed connection of new or existing development to GRU's force main between Waldo and Gainesville in the unincorporated area outside the Urban Cluster as designated in the Alachua County Comprehensive Plan.

Section 5.2. Any connection to GRU's force main in the unincorporated area outside the Urban Cluster shall be subject to review and approval by the Board of County Commissioners to determine whether it would be consistent with Policy 3.5 of the Alachua County Comprehensive Plan, Potable Water and Sanitary Sewer Element, as shown in Exhibit III. Alachua County shall provide written notice to Waldo and Gainesville of such review, and the proposed basis for determination of consistency with the Alachua County Comprehensive Plan at least 60 days in advance of the County Commission public meeting at which this review and determination would be considered. Where approval of the proposed determination of consistency would be based on one of the findings in Policies 3.5.c or 3.5.d, at the request of either Gainesville or Waldo, Alachua County shall hold a joint meeting to receive input from Gainesville and Waldo, and to discuss any concerns among the Parties. As an alternative, or in addition to such a joint meeting, any concerns related to connection to GRU's force main in the unincorporated area outside the Urban Cluster may be addressed through other intergovernmental coordination mechanisms consistent with the Parties' Comprehensive Plans, the Alachua County Charter, and Florida Statutes.

ARTICLE 6 FORCE MAIN CAPACITY RESERVATIONS

Section 6.1. In the Force Main generally shown in Exhibit II, a peak flow capacity of 560 gpm and a total annual average daily flow capacity of up to 0.2 mgd capacity will be made available by GRU to Waldo.

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Section 6.2. GRU may allow connections to the transfer Force Main within the City of Gainesville and the unincorporated Urban Cluster in accordance with applicable GRU policies and City of Gainesville and Alachua County Comprehensive Plan policies, including but not limited to those in Exhibits III and IV, and applicable Land Development Regulations, provided that capacity availability is maintained to Waldo, as provided in Section 6.1. In no event shall usage by future customers connecting to the force main prevent Waldo from discharging the capacities stipulated in Section 6.1. All Parties shall coordinate planning for their future wastewater capacity needs.

ARTICLE 7 DISPUTE RESOLUTION AND DEFAULTS

Section 7.1. Should a dispute or disagreement arise as to the interpretation of any of the terms or conditions of this Agreement, or any 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 parties in writing describing the dispute and proposed resolution with specificity. The parties shall then meet at an agreed place and time, no more than fifteen (15) 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 sixty (60) 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.

ARTICLE 8 AUTHORIZATION

Section 8.1. Each Party represents that it has the necessary corporate, legal and regulatory authority to enter into this Agreement and to perform each and every duty and obligation imposed therein. Each individual affixing a signature to this Agreement represents and warrants that he or she has been duly authorized to execute this Agreement on behalf of the Party he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of said Party has been created.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Recording of Agreement. The County, upon execution of this agreement by all parties, shall record this interlocal agreement in the public records of Alachua County, Florida.

Section 9.2 Liability. Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by Alachua County of its sovereign immunity, the limits of liability, or the provisions of §768.28, Florida Statutes.

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Section 9.3 Third Party Beneficiaries. This agreement does not create any relationship with, or any rights in favor of, any third party.

Section 9.4. Severability. It is the declared intent that if any section, sentence, clause, phrase, or provision of this Agreement is held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Agreement and the remainder of this Agreement after the exclusion of such part or parts shall be deemed to be valid.

Section 9.5. Non-waiver. The failure of any Party to exercise any right in this agreement shall not be considered a waiver of such right.

ARTICLE 10 NOTICES

Section 10.1 All notices which any party shall be required or shall desire to make or give under this Agreement shall be in writing and/or shall be sufficiently made or given only when mailed by Certified Mail, postage prepaid, return receipt requested, addressed as follows to the parties listed below, or to such other address as any party hereto shall designate in written notice so delivered to the other parties hereto:

Alachua County
Office of the County Manager
12 SE 1st Street
Gainesville, FL, 32601

City of Gainesville
Office of the City Manager
P.O. Box 490
Gainesville, FL, 32602-0490

City of Waldo
Office of the City Manager
P.O. Drawer B
Waldo, FL, 32694

Gainesville Regional Utilities
Office of the General Manager for Utilities
P.O. Box 147051 Station A110
Gainesville, FL, 32601-7051

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IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed for the uses and purposes set forth therein.

ALACHUA COUNTY

BY: _____
Commission Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

J.K. "Buddy" Irby, Clerk
(SEAL)

David W. Wagner
Alachua County Attorney

CITY OF GAINESVILLE

BY: _____
Craig Lowe, Mayor
Gainesville City Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Kurt Lannon, Clerk
(SEAL)

Raymond O. Manasco, Jr.
Utilities Attorney

CITY OF WALDO

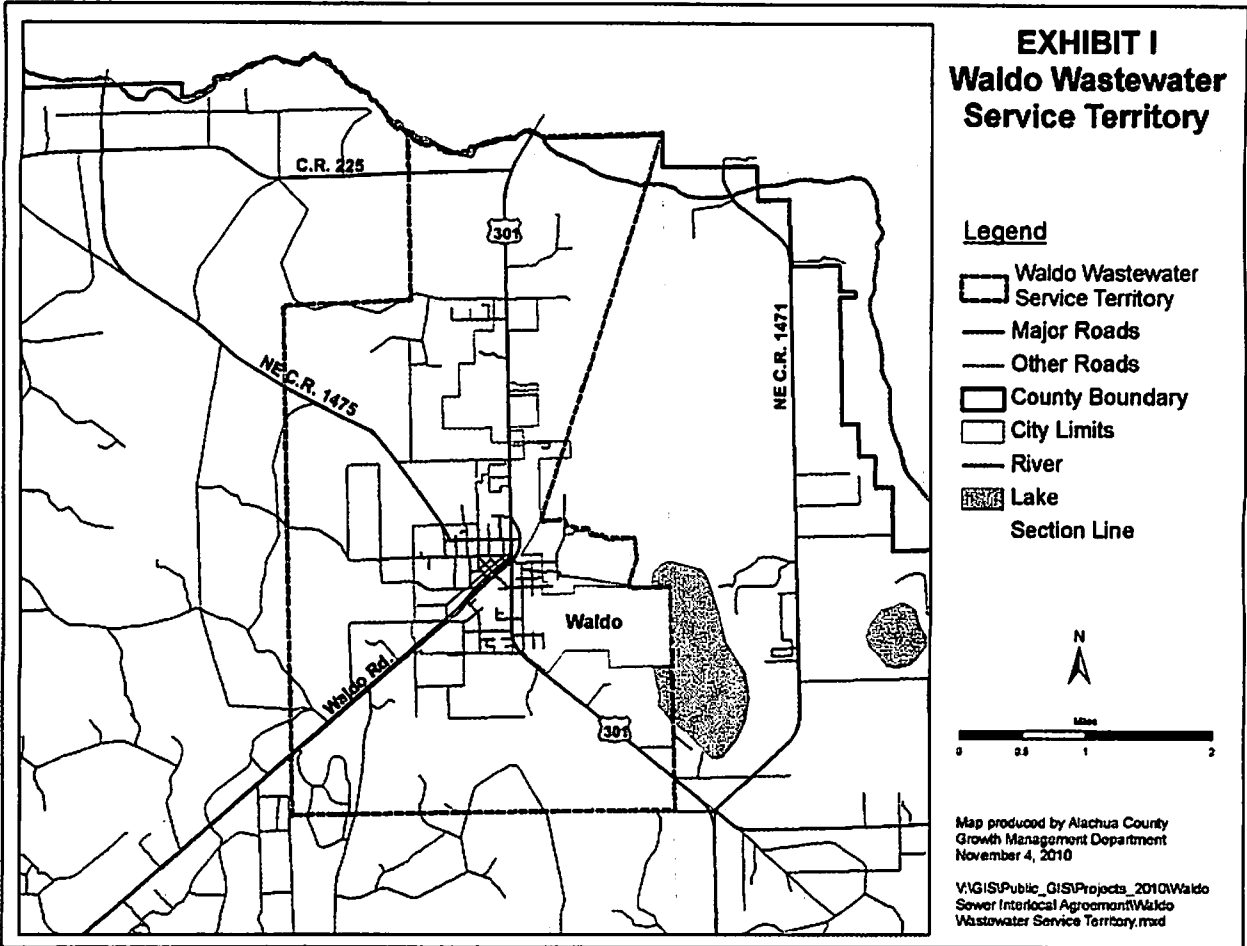
BY: _____
Louie Davis, Mayor

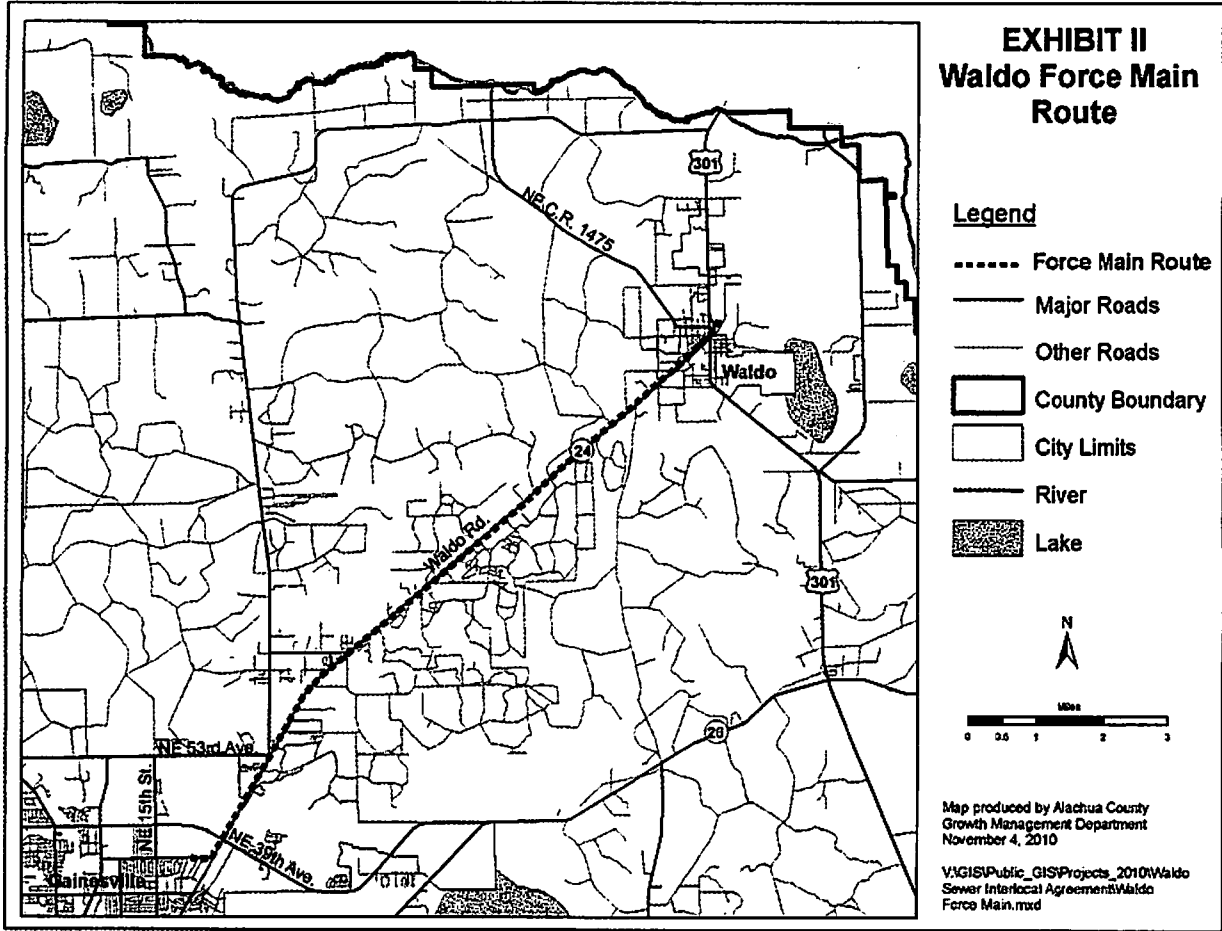
ATTEST:

APPROVED AS TO FORM:

Kim Worley, Clerk
(SEAL)

John McPherson
City Attorney





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EXHIBIT III

ALACHUA COUNTY COMPREHENSIVE PLAN POTABLE WATER AND SANITARY SEWER ELEMENT POLICIES ON EXTENSION OF CENTRAL WATER AND SEWER LINES OUTSIDE OF THE URBAN CLUSTER

Policy 3.5 Proposed extensions of potable water and sanitary sewer lines outside of the Urban Cluster designated by the Future Land Use Element shall be subject to approval by the Board of County Commissioners. Approval of such extensions shall be based on one or more of the following:

- a. the Alachua County Board of County Commissioners finds that the absence of such facilities would result in a threat to the public health or safety; or
- b. the Alachua County Board of County Commissioners finds that the extension of such facilities is necessary to enhance the safe, effective, and efficient delivery of central potable water or sanitary sewer service within an existing urban service area; or
- c. the Alachua County Board of County Commissioners finds that the extension of such facilities would serve a purpose consistent with the Alachua County Comprehensive Plan, such as the retention and expansion of existing business and industry or the attraction of new business and industry in accordance with the Economic Element of this Plan, or the service of institutional or tourist/entertainment uses consistent with the Future Land Use Element; or
- d. the Alachua County Board of County Commissioners finds that the extensions of such facilities is needed as part of a comprehensive expansion of public services to encourage urban development in a new area as part of a comprehensive plan amendment. In this case, such a finding must be consistent with Policy 3.6 below.

Policy 3.6 Central potable water and sanitary sewer systems may be extended into new areas as part of a planned extension of urban services to that area based upon the following factors:

- a. population growth rate;
- b. maintenance of level of service standards for the potable water or sanitary sewer system;
- c. adequacy of existing and planned supporting infrastructure;

Approval of such extensions would require the following:

- * Identification, scheduling, and designated funding for capital improvements to other public facilities needed to extend urban services. Such projects shall be incorporated into the five-year capital improvement program of the Alachua County Capital Improvement Element.
- * Adoption of necessary amendments to the Future Land Use map extending the urban cluster boundary.

EXHIBIT V

CITY OF GAINESVILLE COMPREHENSIVE PLAN POTABLE WATER AND WASTEWATER ELEMENT POLICIES ON EXTENSIONS OF FACILITIES OUTSIDE CITY LIMITS

The City shall provide potable water and wastewater services throughout the urban area in an efficient and economical manner, with the cost of service expansion being borne by those requiring such expansion. Upon Plan adoption, the City of Gainesville, as the urban area service provider of potable water and wastewater through Gainesville Regional Utilities, shall coordinate the extension and increases in capacity of potable water and wastewater facilities outside of city limits through policies established in the Alachua County Comprehensive Plan.

Objective 1.3

1.3.1 In order to discourage urban sprawl, Gainesville Regional Utilities shall extend potable water and wastewater facilities outside city limits in accordance with policies in the Alachua County Comprehensive Plan.

Policies

1.3.2 The City shall encourage development of property in close proximity to existing service areas through the continued use of appropriate economic incentives concerning the extension of water and wastewater services as listed below:

- a. The City shall continue its policy of having all new water and wastewater service connections pay the fully allocated cost of the treatment facilities required to serve them in the form of plant connection fees, and the cost of distribution or collection facilities, unless the service is on a developer-installed system;**
- b. The City shall continue its policy of having development contribute the water and wastewater distribution and collection system internal to a development. Contributions in aid of construction are paid if the City does not project an adequate return on investment for water distribution or wastewater collection system extensions;**
- c. The City shall continue its policy that all facilities constructed and contributed to the utility system must be approved, inspected and built to City standards.**

1.3.3 The City shall not reserve potable water or wastewater capacity outside of city limits without a determination that the development order is consistent with the Future Land Use Element of Alachua County.