

Appendix K – Survey of other utilities showing levels of General Fund Transfer

Utility or Municipality	General Fund Transfer	Total Transfer expressed as % of combined gross WWWW Revenue	Do you have a utility surcharge and how much is it?
Tampa	Yes	18.7%	water is 28%, sewer is 11%, Yes, outside city limits
Tallahassee	Yes	7.8%	Regular revenues in the utility fund, but earmarked for parks & recreation Yes, 37.5% outside city limits, or 50% outside Leon County
State (electric only, not WW)	Yes	n/a	Goes to the WW/W department Yes, 50% outside city limits
St. Petersburg	Yes	10.1%	Stays in Utility Fund Yes, 15% outside city limits
St. Augustine	Yes	7.3%	Regular revenues in the utility fund Yes, 25% outside city limits
Sarasota County	Yes	2.5%	N/A, serve unincorporated area
Sarasota	Yes	10.9%	NO, serve only within city limits
Pinellas County	Yes	6.4%	N/A, serve unincorporated area
Palmdale	Yes	3.0%	Goes to water revenues Yes, 20% outside city limits
Orlando (OUC)	Yes	7.5%	Yes, 17%
Orange County	Yes	2.4%	N/A, serve unincorporated area
Ocala	Yes	3.0%	Yes, 25% outside city limits
Lakeland	Yes	11.7%	general revenues, not segregated water is 35%, WW is 25%, Goes to Yes, outside city limits
Lake City	NO	n/a	Stays in WW/W Utility fund Yes, 50% outside city limits
Jacksonville (JEA)	Yes	7.1%	NO
Gainesville (GRU)	Yes	18.4%	Transferred to General Fund same year Yes, 25% outside city limits

**Survey of other utilities showing levels of General Fund Transfer**

Utility or Municipality	General Fund Transfer	Total Transfer expressed as % of combined gross W/WW Revenue	Do you have a utility surcharge, and how much is it ?
Gainesville (GRU)	Yes	19.4%	Yes, 25% outside city limits Transferred to General Fund same year.
Jacksonville (JEA)	Yes	7.1%	NO
Lake City	NO	n/a	Yes, 50% outside city limits Stays in W/WW Utility fund
Lakeland	Yes	11.7%	Yes, outside city limits water is 35%, WW is 25%. Goes to general revenues, not segregated
Ocala	Yes	3.0%	Yes, 25% outside city limits
Orange County	Yes	2.4%	N/A, serve unincorporated area
Orlando (OUC)	Yes	7.5%	Yes, 17%
Palatka	Yes	3.0%	Yes, 20% outside city limits Goes to water revenues
Pinellas County	Yes	6.4%	N/A, serve unincorporated area
Sarasota	Yes	10.9%	NO, serve only within City Limits
Sarasota County	Yes	2.5%	N/A, serve unincorporated area
St. Augustine	Yes	7.3%	Yes, 25% outside city limits Regular revenues in the utility fund
St. Petersburg	Yes	10.1%	Yes, 15% outside city limits, Stays in Utility Fund
Starke	Yes (electric only, not W/WW)	n/a	Yes, 50% outside city limits. Goes to the W/WW department
Tallahassee	Yes	7.8%	Yes, 37.5% outside city limits, or 50% outside Leon County Regular revenues in the utility fund, but are earmarked for parks & recreation.
Tampa	Yes	15.7%	Yes, outside city limits water is 25%, sewer is 11%





AGREEMENT

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of January, A.D. 1987, by and between the City of Gainesville, a municipal corporation, hereinafter referred to as "City", and Alachua County, a political subdivision of the State of Florida, hereinafter referred to as "County";

WITNESSETH:

WHEREAS, the Interlocal Agreement entered into on December 19, 1972, between the parties hereto created the legal entity known as the Gainesville/Alachua County Regional Electric, Water and Sewer Utilities Board, which Board was responsible for making all policies for the administration, operation, maintenance, extension, enlargement, development, replacement, and repair of the City's electric, water, and sanitary sewer systems; and,

WHEREAS, on December 19, 1979, the parties entered into an agreement which cancelled and superceded the Interlocal Agreement entered into December 19, 1972, and such agreement terminates on September 30, 1986; and,

WHEREAS, the parties desire to enter into a new agreement which will replace and extend the agreement that expires on September 30, 1986.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow to each other, the parties hereto agree as follows:

Section 1.

The agreement entered into between the parties as of December 19, 1979, is hereby cancelled and superceded.

Section 2.

This Agreement shall continue to operate as a mutual release between the City and the County for the disputes and differences that arose with respect to that certain agreement in writing entered into between the



parties on December 19, 1972, relating to the setting of utility rates. These matters were presented before the Circuit Court, styled Alachua County, Florida, v. City of Gainesville, Case No. 79-2320-CA, in and for Alachua County, Florida, and settled by the Interlocal Agreement entered into on December 19, 1979.

In consideration of such mutual relinquishment of their respective legal rights, in consideration of dismissal of all claims in the above-referenced cause, and in consideration of the execution of this Agreement, each party for itself, its legal representatives and assigns, expressly releases and discharges the other, its legal representatives and assigns, from all claims, demands, damages, actions, causes of action, or suits at law or equity arising out of or in any way relating to the above-described disputes and differences, and the above-referenced litigation.

Section 3.

The City shall not establish, maintain or collect any rate, fee, or other charge for the facilities or services afforded by the System, which differentiates between retail customers within any class located within its corporate limits and those retail customers within such class located within the unincorporated areas of Alachua County; except that the City shall continue to levy a surcharge, as long as it is legally permitted to do so, on its unincorporated area customers equal to the amount of the City utility tax charged customers inside its corporate limits, and provided that the City may make such differentiation to recover the cost of any franchise fee levied by the County.

Section 4.

The amount of utility revenues transferable to the City for any Fiscal Year beginning on or after October 1, 1986, for City general governmental purposes including the amounts payable pursuant to Section 1, shall be based on the following formula:

$$\text{General Fund Transfer} = \text{Electric Surcharge}^{1)} + \text{Water Surcharge}^{1)} + 14.65\% \times (\text{Gross Electric Revenues}^{2)} - \text{Fuel Expense}^{2)} - \text{Electric Surcharge}^{2)}.$$

- 1) Actual for same year as General Fund Transfer Year
- 2) From second year preceding the General Fund Transfer Year

Gross Electric Revenues are "Revenues" as defined by the Utilities System Revenue Bond Resolution for the Electric System less deposits into or plus withdrawals from the Rate Stabilization Fund.

Section 5.

An amount equal to the charges assessed against the County for fire hydrant and street lighting services shall be paid monthly to the County in exchange for benefits derived by the City due to the location of City utility property within Alachua County. The City agrees to install fire hydrants and street lights upon request of the County; provided, however, that the amount payable hereunder shall not exceed the revenue derived by the City from the surcharge authorized by Section 3 hereof. Charges for fire hydrant and street lighting services shall not differentiate between facilities located within the corporate limits of the City of Gainesville and those located in the unincorporated areas of Alachua County.

Section 6.

A. All of the Sections of this Agreement are distinct and severable, and if any section, or part thereof, shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality, or enforceability of any other Section, or part thereof.

B. If any Section of this Agreement, or part thereof, is declared illegal, void or unenforceable, then the parties agree to enter into good faith negotiations to produce a substitute provision which benefits the respective party under the illegal, void or unenforceable Section in a substantially similar way or manner.

C. No section, or part thereof, of this Agreement may be altered, amended, or modified except in writing, executed by both parties.



Section 7. This page intentionally left blank

The rights of the parties under this Agreement shall be subject at all times to the rights of holders of notes of the City outstanding on the date of this Agreement and to the rights of holders of indebtedness of the City incurred under its Revenue Bond Resolution.

Section 8.

Upon execution, this Agreement shall be effective retroactively from October 1, 1986.

Section 9.

The obligations of the parties set forth in this Agreement shall expire on September 30, 1987.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed the day and year first above-written.

CITY OF GAINESVILLE

By: Beverly H. Hill  
Mayor-Commissioner

Attest:

Approved as to form and correctness:

Mary Ann B. Frazer  
Clerk of the Commission  
Mary Ann B. Frazer

Marion J. Radson  
City Attorney  
Marion J. Radson  
OCT 22 1986

ALACHUA COUNTY, FLORIDA

By: Edwin B. Anderson  
Board of County Commissioners

Attest:

Approved as to form and correctness:

A. Curtis Powers  
Clerk

County Attorney  
County Attorney