



STATE OF FLORIDA
City of Zephyrhills

**ORIGINAL
COPY**

PASCO COUNTY

5335 Eighth Street

Zephyrhills, Florida 33540

(813) 788-2313

- MAYOR
Robert H. Johnson

- CITY COUNCIL
Jo Ellen Farnham
President

- Clyde C. Bracknell
Vice President

- James A. Bailey

- Carlton C. Galster

- Gloria Brown

- Nick Nichols
City Manager

- Joanne Good
City Clerk

- Thomas P. McAlvanah
City Attorney

November 28, 1989

Division of Records and Reporting
Florida Public Service Commission
101 East Gaines Street
Tallahassee, FL 32301

891280-WS

Sirs:

The City of Zephyrhills and Pasco County have entered into an interlocal agreement to provide water and sewer services to the area presently served by Betmar Utilities, Inc. A copy of this agreement is enclosed for your information.

We have been informed by the agent of Betmar Utilities that they are negotiating an agreement with Pasco County to treat the wastewater collected by the Betmar System. The agent has further indicated that he would like to negotiate a bulk treatment rate with the City of Zephyrhills Utilities Department if his negotiations with Pasco County are not favorably concluded in the near future.

The purpose of extending the City's water and sewer service area beyond our corporate limits is to have a degree of control over the type and intensity of development within our immediate environs. We believe that this is the most effective means of controlling urban sprawl as required by the State of Florida growth management legislation and regulations.

The City of Zephyrhills respectfully objects to any expansion of the service area of Betmar Utilities, Inc. within the City of Zephyrhills water and sewer service area.

[Signature]
Jo Ellen Farnham, President
City Council

RECEIVED & FILED

JEF/lb
FPSC-BUREAU OF RECORDS

cc: Douglas Bramlett
Director of Utilities
Pasco County

Betmar Utilities, Inc.
P.O. Box 370
Port Richey, FL 34673-0370

Louie Sellars
Director of Utilities
City of Zephyrhills

Thomas McAlvanah
City Attorney
City of Zephyrhills

Mr. Robert Nave, Chief
Bureau of Local Planning
Department of Community Affairs

Mayor and City Council

DOCUMENT NUMBER-DATE

11668 DEC -1 1989

FPSC-RECORDS/REPORTING

NOV 08 1989

LEGAL NOTICE

APPLICATION FOR AN AMENDMENT TO A CERTIFICATE FOR WATER AND/OR SEWER UTILITY:

NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 367.061, FLORIDA STATUTES, OF THE APPLICATION OF BETMAR UTILITIES INC. TO AMEND THEIR CERTIFICATE TO PROVIDE WATER AND/OR SEWER SERVICE TO THE FOLLOWING DESCRIBED LANDS IN PASCO COUNTY, FLORIDA.

THE EAST 1/2 OF SECTION 9, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA, AND THE WEST 1/2 OF SECTION 10, TOWNSHIP 26 SOUTH, RANGE 21 EAST, PASCO COUNTY, FLORIDA,

LESS AND EXCEPT: THE EAST 1/4 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 10; THE NORTH 124.81 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10; THE EAST 174.02 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, LESS THE NORTH 124.81 FEET; THE EAST 1/4 OF THE NORTH 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THE WEST 1/2 OF THE NORTH 259.32 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THE EAST 1/2 OF THE NORTH 213.63 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 10; THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9; AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9.

ANY OBJECTION TO THE SAID APPLICATION MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS FROM THIS DATE TO THE DIVISION OF RECORDS AND REPORTING, FLORIDA PUBLIC SERVICE COMMISSION, 101 EAST GAINES STREET, TALLAHASSEE, FLORIDA 32301, AND A COPY OF SAID OBJECTION MAILED TO THE APPLICANT WHOSE ADDRESS IS:

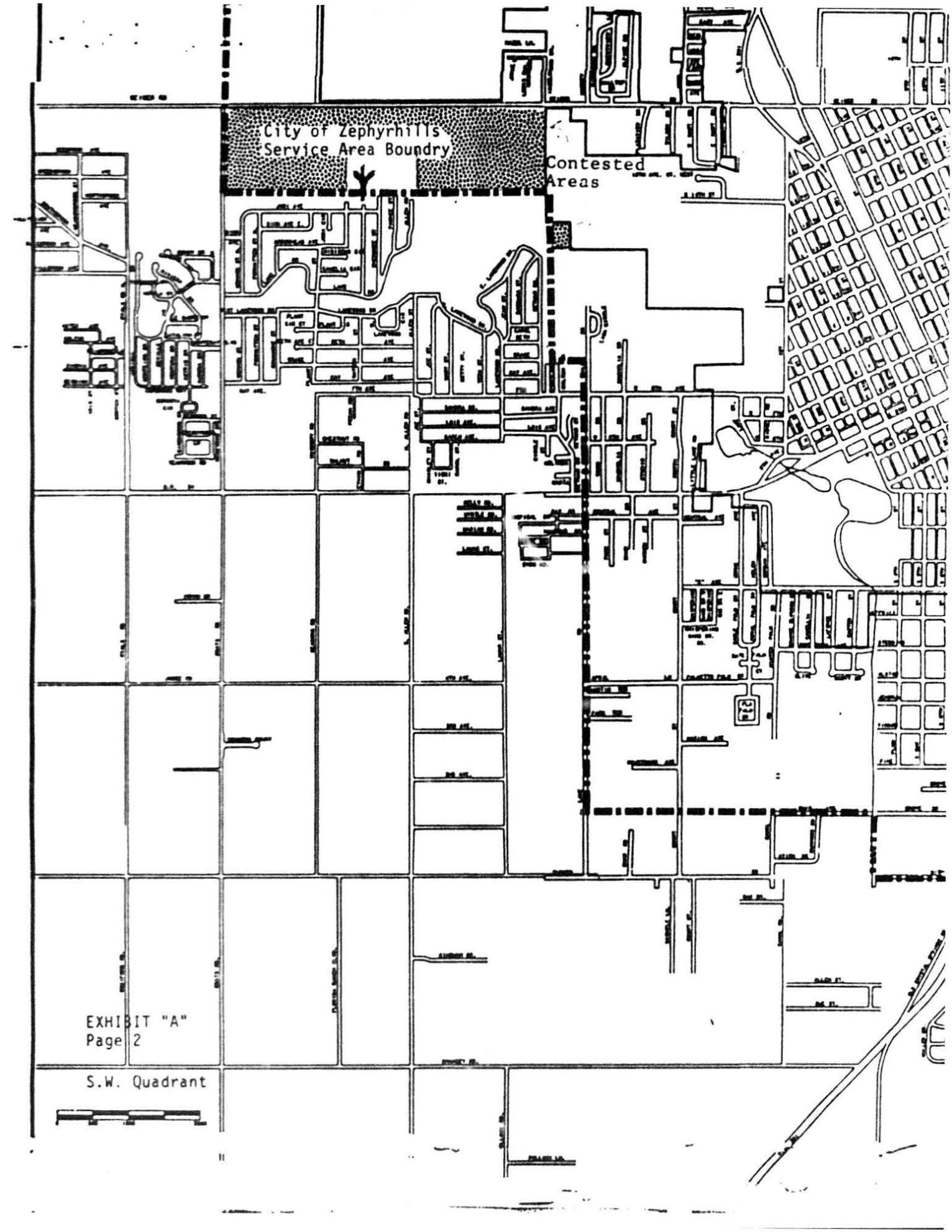
BETMAR UTILITIES, INC.
POST OFFICE BOX 370
PORT RICHEY, FL 34673-0370

City of Zephyrhills
Service Area Boundry

Contested
Areas

EXHIBIT "A"
Page 2

S.W. Quadrant



AGREEMENT BETWEEN PASCO COUNTY AND
THE CITY OF ZEPHYRHILLS WHICH
ESTABLISHES DESIGNATED SERVICE AREAS
FOR WATER AND WASTEWATER SERVICES.

THIS AGREEMENT, made and entered into this _____ day of _____, 1987, by and between PASCO COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing body thereof, hereinafter referred to as "COUNTY", and the CITY OF ZEPHYRHILLS, a municipal corporation organized and existing under the laws of the State of Florida, acting by and through its City Council, the governing body thereof, hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, the COUNTY owns, operates, and maintains water treatment plants, sewer treatment and disposal facilities, water storage facilities, mains and pipes, lines, manholes, sewage lift stations, lands, and other facilities used in providing water and sewer service in Pasco County, is authorized to provide potable water and sanitary sewer service to the citizens of Pasco County by Florida Law, and does provide those services in numerous areas within the territorial boundaries of the County; and,

WHEREAS, the CITY owns, operates, and maintains water treatment plants, sewer treatment and disposal facilities, water storage facilities, mains and pipes, lines, manholes, sewage lift stations, lands, and other facilities used in providing water and sewer service within both its incorporated areas and the unincorporated areas adjacent to the City's boundaries, and is authorized to provide potable water and sanitary sewer service to its customers by Florida Law, and does provide those services within and without the territorial boundaries of the City; and,

WHEREAS, the COUNTY and the CITY have considered proposed and existing facilities, plans, population trends, existing utility service agreements, and the anticipated cost for water and sewer service in the near future and based upon

this analysis of the factual information derived, the parties have reached an agreement as to the identification of a specific utility service area for both the CITY and the COUNTY; and,

WHEREAS, in order to promote the economic delivery of water and wastewater services to the citizens of Pasco County, to better serve the public interest, and to provide for the long-range planning of the provision of water and wastewater services, the CITY and the COUNTY are desirous of entering into this Agreement which provides for the identification of service area boundaries between the COUNTY and the CITY; and,

WHEREAS, it is the intent of the parties hereto that the service area boundaries established hereby be periodically reviewed in conjunction with review of each party's respective comprehensive plans.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained herein, the parties hereto hereby agree as follows:

I. PURPOSE

It is the intent of this Agreement to avoid the needless, unsightly, and uneconomic duplication of utility facilities, to allow both the CITY and the COUNTY to make economical long-range plans for the development of necessary water and sewer facilities and to prevent any uneconomic competition between the two utilities operating in the same area. The parties hereto believe the proposed service area delineation as set forth hereunder is in the best interest of the public, will avoid needless and uneconomic duplication of facilities, will assure the provision of service to the public without delay, uncertainty, or uneconomic competition, and will advance the public health of the citizens of the County.

II. SERVICE AREAS

1. City's Designated Service Area - That area which is described in Exhibit "A", which is attached hereto and incorporated herein by reference, shall be known as the City of Zephyrhills Utility Service Area and all water and wastewater customers, except those existing customers served by the COUNTY prior to the enactment of this Agreement, shall be considered customers of the CITY'S utility system.

The COUNTY shall not extend its water or wastewater services into the area described in Exhibit "A" or grant any franchise for such services therein unless the CITY is unable to provide such service within the unincorporated areas identified in Exhibit "A" and this inability impedes the timely development of property within the unincorporated area of the COUNTY. In the event the CITY has indicated an unwillingness or inability to provide water or wastewater services to a particular development within the unincorporated area designated in Exhibit "A", then the COUNTY may submit a written request to the CITY seeking assurances of the CITY'S ability to provide utility services as contemplated hereunder. In the event the CITY fails to enter into an appropriate utility service agreement within sixty (60) days after receiving the COUNTY'S written request for further assurance, the COUNTY is hereby authorized to provide service to the area in question, and such provision of service shall not constitute a violation of the terms and conditions of this Agreement.

The CITY shall not extend its water or wastewater services outside the area described in Exhibit "A" unless the COUNTY is unable to provide such service and this inability impedes the timely development of property. In the event the COUNTY has indicated an unwillingness or inability to provide water or wastewater service to a particular development, then the CITY may submit a written request to the COUNTY seeking assurance of the COUNTY'S ability to provide utility services or contemplated hereunder. In the event the COUNTY fails to enter into an appropriate utilities service agreement within sixty (60) days after receiving the CITY'S written request

for further assurance, the CITY is hereby authorized to provide service to the area in question, and such provision of service shall not constitute a violation of the terms and conditions of this Agreement.

2. Existing Customers - Existing customers served by the COUNTY prior to the enactment of this Agreement shall remain customers of the COUNTY'S system and the provision of water and/or wastewater services to these customers shall not be affected by the terms of the Agreement. Furthermore, those existing water or wastewater customers served by the CITY prior to the enactment of this Agreement whether or not in the CITY service area as described in Exhibit "A" shall continue to be served by the CITY'S utility system.

3. The CITY and the COUNTY mutually agree that wastewater treated by the COUNTY may be transported into the CITY'S designated geographical service area, and that wastewater treated by the CITY may be transported outside the CITY'S designated service area and into the COUNTY with written approval of the affected landowner and prior approval from the COUNTY or CITY as applicable for disposal of treated wastewater effluent on golf courses or other land disposal methods as approved and permitted by the Florida Department of Environmental Regulation.

4. In the event the CITY annexes any unincorporated area not included within the service area depicted on Exhibit "A", and the property so annexed is not presently provided utility service by the COUNTY and the COUNTY does not have the present ability to serve the property, then the same shall be automatically included in the CITY'S service area as depicted on Exhibit "A".

III. MISCELLANEOUS

1. All provisions of this Agreement, including the "WHEREAS" clauses, are material provisions of this Agreement and are incorporated herein by such reference.

2. In the event of any material default, this Agreement may be terminated by the nondefaulting party upon the giving of thirty (30) days written notice to the party in default.

3. This Agreement constitutes and contains the entire agreement of the parties with respect to water and wastewater services and shall supersede any and all prior negotiations, correspondence, undertakings, and agreements among the parties with respect to water and wastewater services. Further, this Agreement may not be changed orally, but only by an agreement in writing signed by both the CITY and the COUNTY.

4. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one of the same instrument.

5. This Agreement in all respects shall be governed by the laws of the State of Florida, including the State of Florida's conflicts law.

6. Each of the parties respectfully represents it has full and complete authority and the necessary approval for entering into and performing this Agreement in accordance with its terms.

7. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement and to that end, this Agreement is declared severable.

8. The rights, benefits, duties, and obligations of this Agreement may not be assigned to any person or political subdivision without the expressed written permission of the nonassigning party.

9. In the event the performance of this Agreement is prevented or interrupted by consequence of an act of God, or the public enemy, or national emergency, allocation, or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkholes, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or

restrictions or regulations or requirements , acts or actions of any government, except of the CITY or the COUNTY, public or governmental authority, commission, or board, agency or agent or official, or judgment or a restraining order or injunction of any court, then said party whose performance is impaired shall not be liable for such nonperformance, and the time of performance shall be extended for such time period that such party is diligently attempting to perform.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
OF PASCO COUNTY, FLORIDA

ATTEST:

BY: _____ BY: _____
JED PITTMAN, CLERK ANN HILDEBRAND, CHAIRMAN

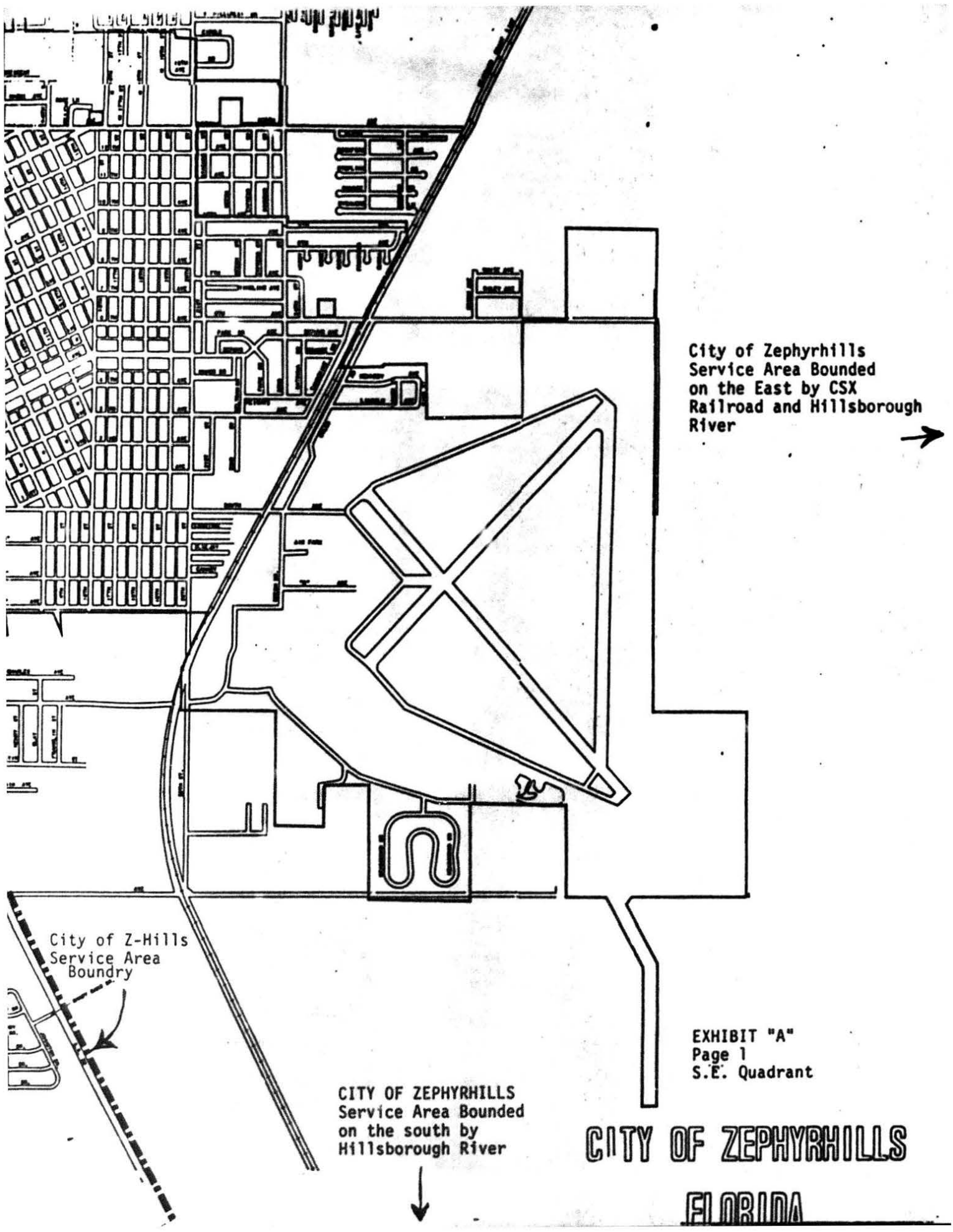
(SEAL)

ATTEST:

BY: _____ BY: _____
City Council

APPROVED AS TO LEGAL FORM AND CONTENT
Office of the County Attorney

Attorney



City of Zephyrhills
Service Area Bounded
on the East by CSX
Railroad and Hillsborough
River



City of Z-Hills
Service Area
Boundry

CITY OF ZEPHYRHILLS
Service Area Bounded
on the south by
Hillsborough River



EXHIBIT "A"
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S.E. Quadrant

CITY OF ZEPHYRHILLS

FLORIDA

City of Zephyrhills
Service Area Boundry

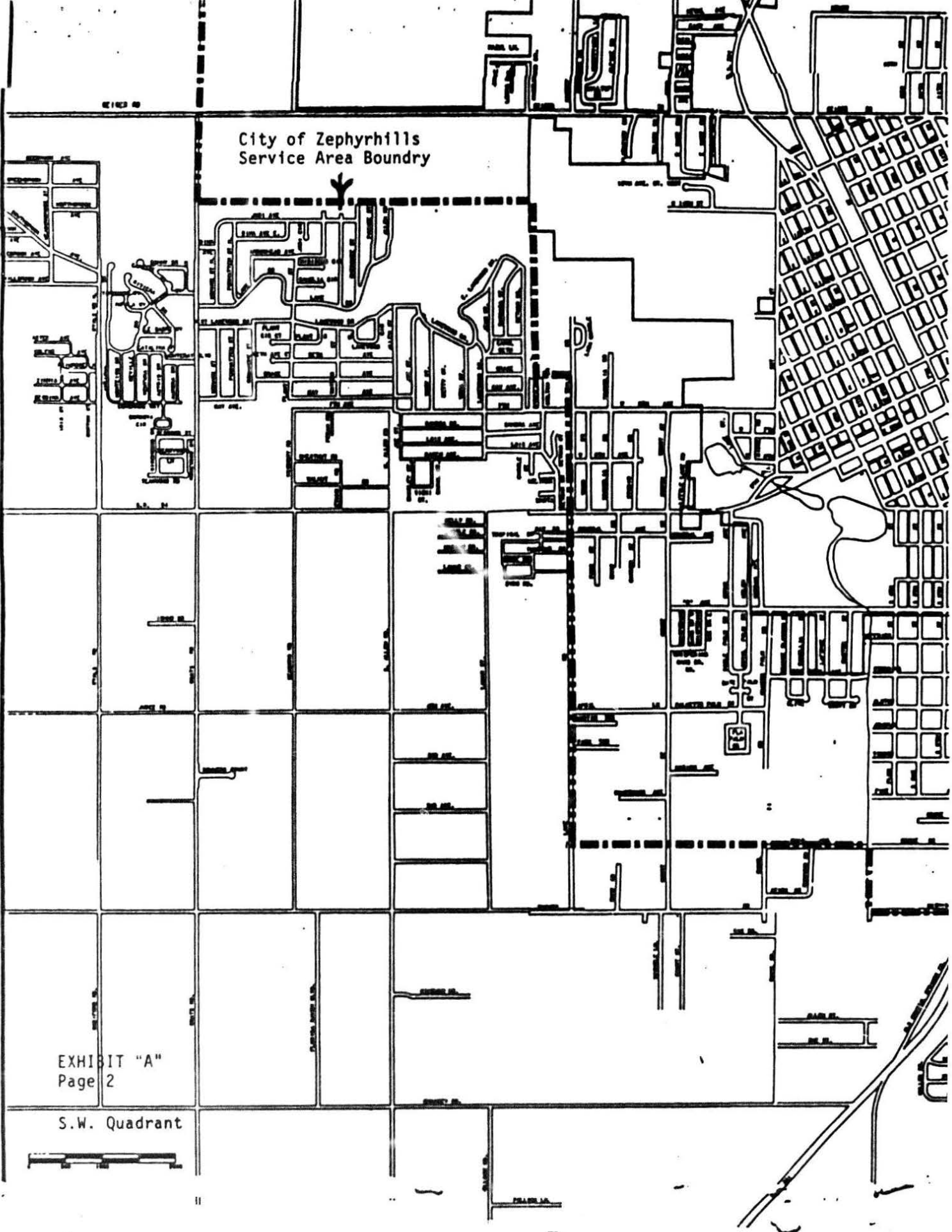
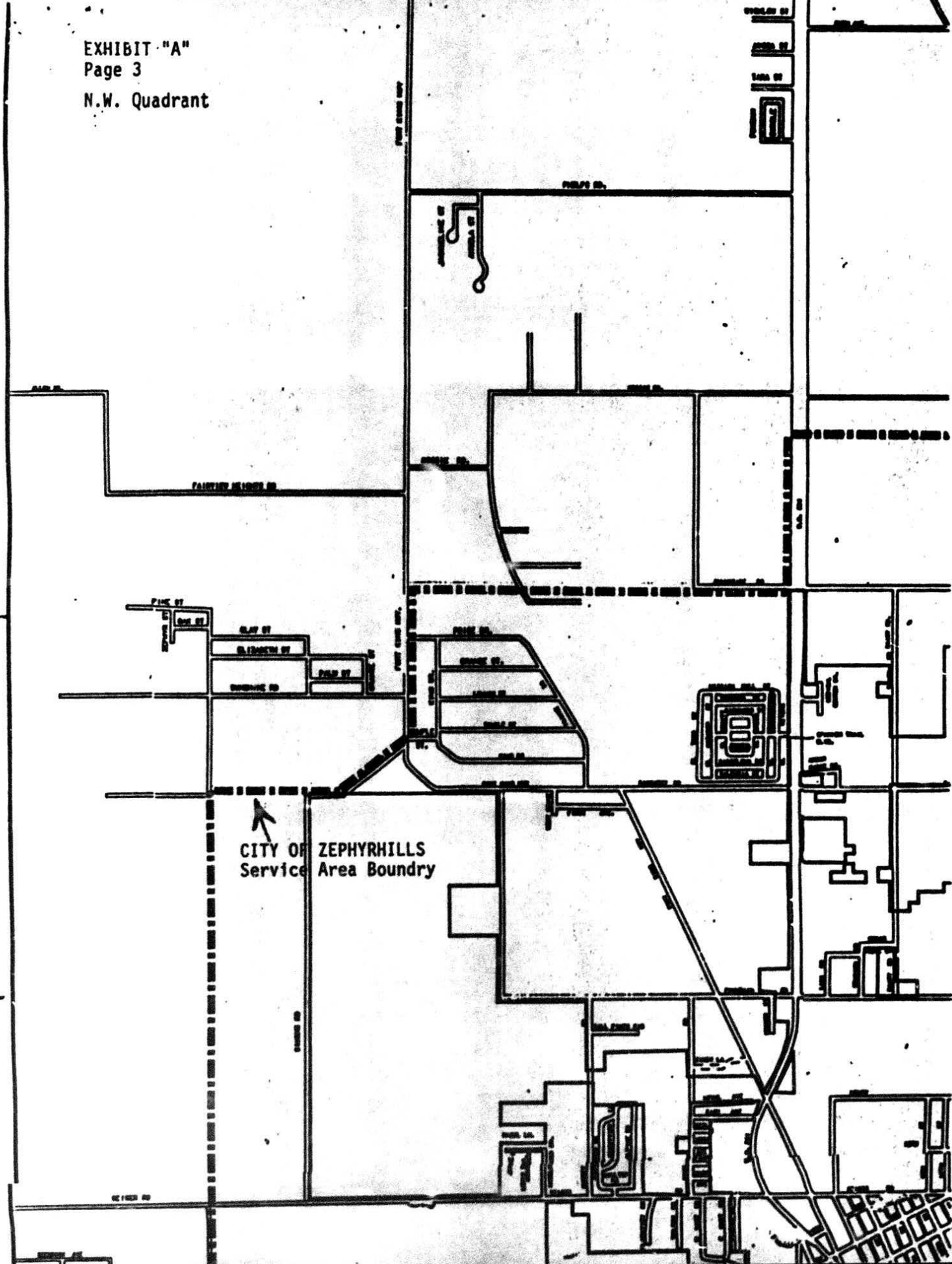


EXHIBIT "A"
Page 2

S.W. Quadrant





CITY OF ZEPHYRHILLS
Service Area Boundry



1937
10 22 1937
MAY 12 1937
MAY 12 1937

OTTIS ALLEN

CITY OF Z-HILLS
Service Area Boundary

FRANK TOWN ST.

WORTHINGTON PLACE

WATER ST. AND ST.

FRANK TOWN AND ST.

C.A. ST. 2007

