



County Administrator's Office  
1112 Manatee Avenue West  
Bradenton, FL 34205  
Phone: (941) 745-3717  
[www.mymanatee.org](http://www.mymanatee.org)

April 24, 2018

City of Palmetto  
Ms. Shirley Groover Bryant, Mayor  
P.O. Box 1209  
Palmetto, FL 34220-1209

RE: Water Agreement Renewal

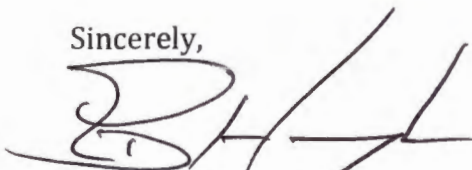
Dear Mayor Bryant:

Upon receipt of your letter dated March 13, 2018 notifying us of the City's intent to renew the Potable Water Agreement, the matter was scheduled on today's agenda of the Manatee County Board of County Commissioners. The request to renew was approved.

This letter will formalize the renewal of the Agreement for the ten-year period beginning October 1, 2019 and expiring on September 30, 2029, with no changes to the original Agreement.

If you have any questions, please feel free to contact our Utilities Director, Mike Gore, at 941-792-8811 or at [mike.gore@mymanatee.org](mailto:mike.gore@mymanatee.org).

Sincerely,



Ed Hunzeker  
County Administrator

Cc: Mike Gore, Utilities Director  
Allen R. Tusing, Director of Public Works  
James R. Freeman, City Clerk

4/24/18

April 24, 2018 - Regular Meeting  
Agenda Item #41

Subject

City of Palmetto Potable Water Agreement Extension

Briefings

None

Contact and/or Presenter Information

Mark Simpson, ext. 5258

Action Requested

Approve City of Palmetto's written renewal notice to extend the current Potable Water Agreement for an additional 10-year term.

Authorize County Administrator to execute and transmit approval letter to City of Palmetto's Mayor.

Enabling/Regulating Authority

Section 125.01, Florida Statutes; Chapter 153, Florida Statutes; and Chapter 63-1598, Laws of Florida

Background Discussion

- Manatee County provided potable water to the City of Palmetto under an agreement dated October 24, 1989.
- Upon expiration of the agreement, potable water continued to be provided.
- On October 11, 2005, a new Potable Water Agreement was entered into between Manatee County and City of Palmetto.
- The current Agreement expires September 30, 2019, but allows for one renewal for a ten-year period commencing on October 2, 2019, upon written agreement.
- The City is to provide written notice of intent to renew at least eighteen months prior to the September 30, 2019, expiration date.
- By letter dated March 13, 2018, the City has notified Manatee County of its intent to renew.
- Upon approval of the written renewal notice by the Board of County Commissioners, the Agreement shall be renewed.
- Written notice of approval will be sent by letter to the City finalizing the extension of the agreement to commence on October 1, 2019, and to expire on September 30, 2029.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Please return the executed letter to Amy Pilson in Utilities.

Cost and Funds Source Account Number and Name

N/A

Interoffice 4/24/18

Amount and Frequency of Recurring Costs

N/A

Attachment: [City of Palmetto Water Agreement.pdf](#)

Attachment: [2018 Intent to Renew Letter.pdf](#)

Attachment: [2018 Renewal Approval Letter.pdf](#)

AGREEMENT

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of October, 2005, by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and the CITY OF PALMETTO, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the COUNTY owns and operates a countywide potable water treatment and distribution system under the authority of Section 125.01, Florida Statutes, and Chapter 63-1598, Laws of Florida, as amended; and

WHEREAS, the CITY owns and operates a potable water distribution system which distributes potable water to real property located inside its municipal boundaries; and

WHEREAS, the CITY intends to continue and expand said potable water distribution system within its municipal boundaries; and

WHEREAS, the CITY's potable water distribution system also distributes potable water to certain real property located outside the municipal boundaries of the CITY in those areas of unincorporated Manatee County, Florida, depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the COUNTY provided potable water to the CITY under an Agreement dated October 24, 1989, which expired on or about October 23, 1999; and

WHEREAS, since the expiration of the Agreement dated October 24, 1989, the COUNTY has continued to provide potable water to the CITY without a written agreement; and

WHEREAS, the COUNTY and the CITY desire to enter into a new written agreement for the provision of potable water by the COUNTY to the CITY.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Unless otherwise defined in this Agreement, the definitions of terms set forth in Manatee County utility rate resolutions adopted from time to time by the Board of County Commissioners shall apply to this Agreement.

2. The COUNTY agrees to sell potable water to the CITY and the CITY agrees to purchase potable water from the COUNTY which the CITY shall deliver through the CITY's potable water distribution system and sell to the CITY's potable water customers.

3. Effective upon execution of this Agreement by both parties, the COUNTY agrees to allocate for the CITY two (2) million gallons per day (MGD) reserve capacity in the COUNTY's potable water system. Effective October 1, 2006, the CITY may increase the reserve capacity in the COUNTY's potable water system by increments of one thousand (1,000) gallons per day no more than one (1) time each fiscal year, subject to payment of Facility Investment Fees established by the COUNTY utility rate resolution in effect at the time and in accordance with the following procedures:

- A. For each year ending June 30 effective in 2006, the CITY shall submit an annual report to the COUNTY no later than August 1 of each year for the period of time from July 1 through June 30 of the previous year. The annual report shall itemize all new or increased connections to the CITY's potable water distribution system, the meter size of each connection, the reserve capacity equivalent of each connection, and the Facility Investment Fee for each connection established by the COUNTY utility rate resolution in effect at the time. The CITY shall maintain records relating to each connection itemized on the annual report. Such records shall be open for audit, inspection, examination and copying in compliance with Chapter 119, Florida Statutes.
- B. Subject to the COUNTY's receipt of water use permits from the Southwest Florida Water Management District, the CITY may purchase additional reserve capacity in

the COUNTY's potable water system by paying to the COUNTY the appropriate amount of all Facility Investment Fees established by the COUNTY utility rate resolution in effect for the period of time covered by the annual report described in paragraph 3.A above for all new and increased connections to the CITY's potable water distribution system. The Facility Investment Fees shall be paid to the COUNTY at the same time the CITY submits the annual report to the COUNTY described in paragraph 3.A above and no later than August 1 of each year.

- C. Effective October 1 of each year following receipt of the annual report and the appropriate amount of Facility Investment Fees from the CITY, the COUNTY shall adjust the reserve capacity in its potable water system to accommodate the additional reserve capacity for the CITY. The increased reserve capacity shall also result in a corresponding increase in the monthly customer charge paid by the CITY effective October 1 of each year.

4. The CITY agrees to pay to the COUNTY on a monthly basis customer charges for two (2) MGD reserve capacity, or such higher capacity increased in accordance with section 3 of this Agreement, at the rates established by the COUNTY utility rate resolution in effect at the time.

5. The CITY agrees to pay to the COUNTY on a monthly basis quantity rates and excess demand charges at the rates established by the COUNTY utility rate resolution in effect at the time, provided such rates are equivalent to the rates charged to other wholesale customers within Manatee County, Florida.

6. Unless otherwise specifically provided in this Agreement, the CITY agrees to render full payment to the COUNTY in United States funds within thirty (30) calendar days of receipt of any bills, statements, costs, expenses, rates and charges from the COUNTY.

7. The COUNTY shall provide notice of any proposed resolutions establishing or revising the COUNTY's utility rates in accordance with Chapter 63-1598, Laws of Florida, as

amended.

8. Upon written request by the CITY, the COUNTY agrees to use its best efforts, consistent with sound engineering principles and at no cost or expense to the COUNTY, to facilitate the CITY's use of COUNTY rights-of-way within the municipal boundaries of the CITY for construction of main lines so the CITY may operate or expand its potable water distribution system within its municipal boundaries; provided, however, that any request by the CITY shall not prevent, hinder or interfere with the COUNTY's present or intended use of any COUNTY right-of-way or with the present use of any COUNTY right-of-way by other public or private utilities.

9. The CITY distributes potable water to real property located in those areas of unincorporated Manatee County, Florida, depicted on Exhibit A. The COUNTY agrees to reimburse the CITY for certain capital improvement costs and maintenance expenses associated with the CITY's potable water distribution system located in such unincorporated areas in accordance with the following procedures:

A. The COUNTY agrees to reimburse the CITY an amount not to exceed twenty-five percent (25%) of the capital improvement costs incurred by the CITY each fiscal year for rehabilitation or upgrading of the potable water distribution system within the unincorporated areas shown on Exhibit A; provided, however, that the COUNTY shall only be responsible for an amount not to exceed twenty-five percent (25%) of such capital improvement costs which are not eligible for reimbursement from any federal, state, regional or local agency or entity, including but not limited to, the Federal Emergency Management Agency, the U.S. Environmental Protection Agency, the State of Florida Department of Environmental Protection, and the Southwest Florida Water Management District. The CITY shall submit to the COUNTY a written list of capital improvement projects and costs for each project no later than January 1 of each year. The capital improvement costs shall be

submitted to the Board of County Commissioners and shall be subject to adoption by the Board as part of the COUNTY's annual budget. Following adoption of the budget, the CITY shall submit to the COUNTY a written invoice for such capital improvement costs no later than August 1 of the following year. Reimbursement of the capital improvement costs shall be subject to an annual appropriation by the COUNTY.

- B. The COUNTY agrees to reimburse the CITY an amount equivalent to twenty-five percent (25%) of the maintenance expenses, not to exceed \$10,000.00 per fiscal year, incurred by the CITY for the potable water distribution system within the unincorporated areas shown on Exhibit A. The maintenance expenses shall be submitted to the Board of County Commissioners and shall be subject to adoption by the Board as part of the COUNTY's annual budget. Following adoption of the budget, the CITY shall submit to the COUNTY a written invoice for such maintenance expenses no later than August 1 of each year. Reimbursement of the maintenance expenses shall be subject to an annual appropriation by the COUNTY.
- C. The written invoices described in paragraphs 9.A and 9.B above shall include copies of bills, receipts and time records detailing labor, equipment and material costs and expenses. The CITY shall maintain records of all costs and expenses relating to each written invoice described in paragraphs 9.A and 9.B above. Such records shall be open for audit, inspection, examination and copying in compliance with Chapter 119, Florida Statutes.
- D. The COUNTY shall pay the reimbursement to the CITY following receipt of the appropriate written invoice and completion of the capital improvement projects or maintenance work by the CITY. Reimbursement by the COUNTY shall comply with the Florida Prompt Payment Law, Chapter 218, Part VII, Florida Statutes.



10. In consideration of the COUNTY's reimbursement for capital improvement costs and maintenance expenses as provided in section 9 of this Agreement, the CITY agrees that it shall not initiate or impose any surcharges, however styled, upon its potable water customers located outside the municipal boundaries of the CITY in any areas of unincorporated Manatee County, Florida.

11. The COUNTY and the CITY agree that the areas depicted on Exhibit A constitute the only areas of unincorporated Manatee County, Florida, served by the CITY's potable water distribution system. The CITY agrees that it shall not distribute potable water to any other areas of unincorporated Manatee County, Florida, without the prior written consent of the COUNTY and amendment of this Agreement as provided in section 30 of this Agreement.

12. The COUNTY agrees that potable water service to be furnished under this Agreement shall be continuous at all times; provided, however, that disruption or interruption of service at any time caused by an act of God (including drought conditions or any other natural condition resulting in insufficient ground or surface water to meet the needs of the users of the COUNTY's potable water system), fire, strike, casualty, war, terrorism, natural disaster, accident, federal, state, regional or local governmental action or order, necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, act or omission of any federal, state, regional or local governmental authority, civil or military authority, insurrection, riot, or any cause beyond the reasonable control of the COUNTY shall not constitute a breach of this Agreement by the COUNTY, and the COUNTY shall not be liable to the CITY or any of its customers for any claims, damages, injuries, liabilities, losses or expenses resulting from such unavoidable disruption or interruption of service. The COUNTY agrees to correct any and all disruptions or interruptions that may occur and restore service as soon as practicable, except for those disruptions or interruptions which are beyond the COUNTY's control.

13. Effective upon execution of this Agreement by both parties, the CITY is connected

to or has been approved for connection to the COUNTY's potable water system by nine (9) meters at the following locations:

- A. Six-inch (6") meter located at 200 7<sup>th</sup> Street West, behind Palmetto Funeral Home;
- B. Eight-inch (8") meter located at 2<sup>nd</sup> Avenue and 11<sup>th</sup> Street Drive West;
- C. Eight-inch (8") meter located at 212 17<sup>th</sup> Street West;
- D. Six-inch (6") meter located at U.S. 41 and 17<sup>th</sup> Street East, on the southwest corner of the gas station;
- E. Six-inch (6") meter located at 753 U.S. 301 (10<sup>th</sup> Street East), on the east side of the main drive at Palm Bay Mobile Home Park;
- F. Six-inch (6") meter located at 857 U.S. 301 (10<sup>th</sup> Street East), on the west side of the main drive at Colonial Mobile Manor;
- G. Six-inch (6") meter located at the northwest corner of Canal Road and 12<sup>th</sup> Street East;
- H. Eight-inch (8") meter located on the east side of U.S. 41 at the entrance to Riviera Dunes development; and
- I. Ten-inch (10") meter located at the northeast corner of U.S. 301 (10<sup>th</sup> Street East) and U.S. 41.

14. Backflow prevention devices are required on all existing meters connected to the COUNTY's potable water system at the locations described in section 13 of this Agreement. Existing meters that do not comply with the COUNTY's current engineering standards shall be upgraded by the COUNTY at the cost and expense of the COUNTY. As part of the meter upgrades, a backflow prevention device shall be purchased by the CITY and installed by the COUNTY in compliance with the COUNTY's engineering standards on each meter. Once installed, the backflow prevention devices shall be owned, operated, maintained, repaired and tested annually by the CITY. Meter upgrades shall be performed in accordance with a schedule mutually

agreed upon by the utility staffs of both parties; provided, however, that no more than one (1) meter shall be upgraded each fiscal year. All backflow prevention devices on existing meters shall be the property and responsibility of the CITY.

15. During the term of this Agreement, the CITY may submit written requests to the COUNTY for additional meters to be connected to the COUNTY's potable water system. The COUNTY shall have the right to review and approve or reject such proposed additional meters. The COUNTY shall not unreasonably withhold approval or rejection of additional meters. Any additional meters approved by the COUNTY shall require amendment of this Agreement as provided in section 30 of this Agreement. All connecting meters approved by the COUNTY and backflow prevention devices shall be installed by the CITY in compliance with the COUNTY's engineering standards and shall be subject to inspection by the COUNTY. The CITY shall pay inspection fees to the COUNTY, but shall not be required to pay connection fees for new meters. The CITY shall pay all costs and expenses, including but not limited to labor, equipment, materials and land, associated with installing any meters approved by the COUNTY and backflow prevention devices. Once installed, the connecting meters shall be owned, operated, maintained and repaired by the COUNTY, and the backflow prevention devices shall be owned, operated, maintained, repaired and tested annually by the CITY. All potable water lines extending from the COUNTY's potable water treatment plant to and including the meters shall be the property and responsibility of the COUNTY, and all potable water lines extending beyond the connecting meters, including backflow prevention devices, shall be the property and responsibility of the CITY.

16. The quality of potable water furnished by the COUNTY to the CITY under this Agreement shall meet all applicable standards for drinking water established by the United States Environmental Protection Agency and the Florida Department of Environmental Protection, or succeeding regulatory agencies. The CITY agrees that it shall comply with all such regulations and standards beyond the meters within the areas served by CITY's potable water distribution system

located inside and outside the municipal boundaries of the CITY. The COUNTY agrees to provide to the CITY written potable water quality information necessary for the CITY to satisfy reporting requirements to the CITY's customers.

17. The quantity of potable water delivered to the CITY shall be determined based on readings of the meters by calculating the difference in quantity registered from the previous reading of each meter, said meter readings to be made by the COUNTY. In the event of a meter malfunction, the quantity of potable water consumption shall be based on all available information agreed to by the utility staffs of both parties. The COUNTY agrees to render monthly bills to the CITY for amounts then due and payable. Said monthly bills shall consist of two (2) components computed in accordance with the COUNTY utility rate resolution in effect at the time: (1) a monthly customer charge; and (2) a quantity rate.

18. All potable water furnished to the CITY under this Agreement shall be measured by meter equipment of standard manufacture located at the points of connection, said meters to be maintained, calibrated and read by the COUNTY at its expense. No meter shall be allowed to remain in service which has an error in excess of the latest published American Water Works Association (A.W.W.A.) standards, or succeeding standards, as of the time of testing. The COUNTY shall inspect and test all meters at intervals recommended by the A.W.W.A., with each meter tested at least once per year. The COUNTY shall forward copies of the results of such tests to the CITY within seven (7) calendar days of the COUNTY's receipt of the written test results. The COUNTY shall pay all inspection and testing costs, except as provided below. Upon written request by the CITY, the COUNTY shall inspect and test any meter in the presence of a representative or representatives of the CITY. If the meter conforms to the A.W.W.A. standards upon testing, the CITY shall pay all inspection and testing costs. In the event a faulty meter is discovered, the COUNTY shall immediately take steps to restore the meter to an accurate condition or to install a new meter at the COUNTY's cost.

19. The COUNTY agrees to deliver potable water to the CITY at a minimum static pressure of sixty (60) pounds per square inch. If the CITY requires reduced pressure at any point of connection, the CITY shall pay for the necessary pressure regulation equipment together with all costs and expenses for installation, operation, maintenance and repair of such equipment.

20. The parties agree that the Manatee County Civic Center, located at One Haben Boulevard, Palmetto, shall remain a direct utility customer of the COUNTY. The COUNTY shall maintain a four-inch (4") meter at the Civic Center, which provides potable water to the Civic Center from a CITY potable water distribution line. The COUNTY shall bill the Civic Center directly for potable water delivered to the Civic Center and shall deduct the amount of potable water delivered to the Civic Center from the CITY's potable water consumption prior to preparing each monthly utility bill for the CITY. The CITY's reserve capacity allocation in the COUNTY's potable water system shall not include potable water reserved for the Civic Center.

21. It is understood that this is not an Agreement between the COUNTY and the potable water customers of the CITY. Nothing in this Agreement shall be construed to convey to the CITY any ownership interest in any portion of the assets of the COUNTY's potable water system, including treatment and distribution facilities.

22. This Agreement shall commence upon execution by both parties and shall expire on September 30, 2019. Subject to mutual written agreement by both parties, this Agreement may be renewed for one (1) additional period of ten (10) years, commencing on October 1, 2019, and expiring on September 30, 2029. The City Council shall provide written notice of the CITY's intent to renew this Agreement to the COUNTY at least eighteen (18) months prior to the expiration date of this Agreement. In the event the COUNTY does not intend to renew this Agreement, the COUNTY shall provide written notice of such intent to the CITY no later than six (6) months following the date of receipt of the CITY's written notice of intent to renew. Upon approval of the CITY's written renewal notice by the Board of County Commissioners, this Agreement shall be

renewed for the additional ten (10) year period.

23. This Agreement or any renewal of this Agreement may be canceled or terminated by mutual written consent of the parties or as described below:

- A. If canceled or terminated by the COUNTY, at least five (5) years advance written notice to the CITY is required; or
- B. If canceled or terminated by the CITY, at least one (1) year advance written notice to the COUNTY is required.

24. All requests and notices required to be given by either party under this Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

- A. COUNTY: Director  
Utility Operations Department  
Manatee County  
4410 66<sup>th</sup> Street West  
Bradenton, Florida 34210  
  
WITH COPY TO: County Administrator  
Manatee County  
1112 Manatee Avenue West  
Bradenton, Florida 34205
- B. CITY: Mayor  
City of Palmetto  
Palmetto City Hall  
516 8<sup>th</sup> Avenue West  
Palmetto, Florida 34221  
  
WITH COPY TO: Public Works Director  
City of Palmetto  
600 17<sup>th</sup> Street West  
Palmetto, Florida 34221  
  
AND COPY TO: City Clerk  
City of Palmetto  
Post Office Box 1209  
Palmetto, Florida 34220-1209

Either party may, by written notice to the other party as provided above, change the address for

subsequent notice.

25. Neither party shall assign this Agreement or any rights or duties under this Agreement to any other person.

26. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, nor shall any endorsement or statement on any check or any letter accompanying any check for any payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or to pursue any other remedy provided by law.

27. The parties agree that they have each participated in the drafting of this Agreement, and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.

28. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

29. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

30. This Agreement sets forth all covenants, promises, agreements and understandings between the parties concerning the subject matter of this Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as

herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the parties unless reduced to writing and approved and executed by the CITY and the COUNTY with the same formality as this Agreement.

31. The Agreement between the parties dated October 24, 1989, which expired on or about October 23, 1999, is hereby rescinded in its entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Agreement on the 11<sup>th</sup> day of October, 2005.

ATTEST: R. B. Shore  
Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk



MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: [Signature]  
Chairman  
Board of County Commissioners

Date: 10/11/05

CITY

The City of Palmetto, Florida, a municipal corporation of the State of Florida, acting by and through the City Council, with a quorum present and voting, hereby approves this Agreement on the 19<sup>th</sup> day of September, 2005.

ATTEST: [Signature]  
James R. Freeman, City Clerk

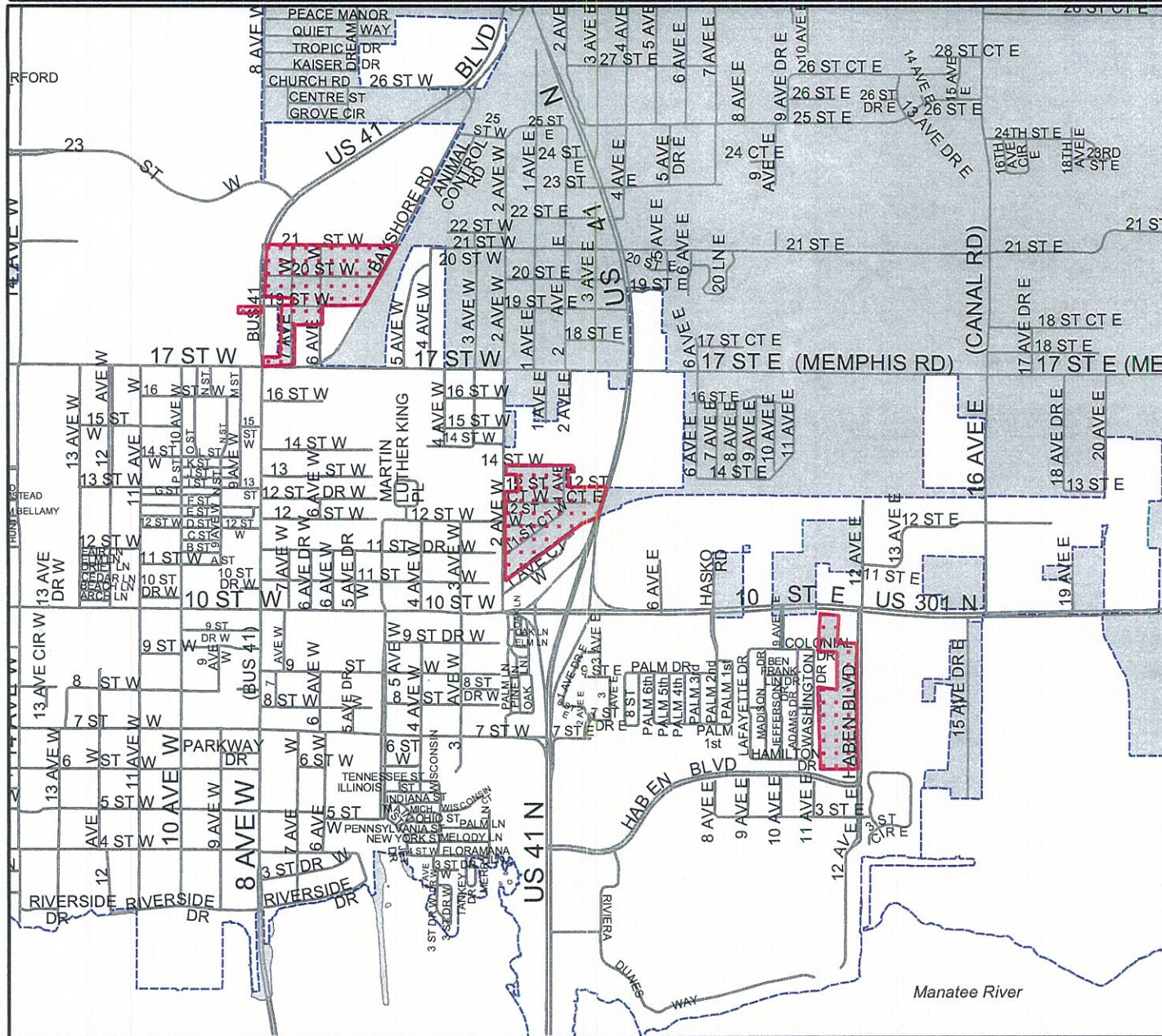
CITY OF PALMETTO, FLORIDA, a municipal corporation of the State of Florida



By: [Signature]  
Lawrence E. Bustle, Mayor

Date: 9/23/05







# Unincorporated Areas of Manatee County Served with Potable Water by City of Palmetto (Oct. 1, 2004) Palmetto, East



-  Palmetto city limits
-  Potable water served by the City of Palmetto

Map author: ksh  
Map date: 12/7/04  
Map name: gis\man\palmetto\jplm2\_county\_aaspt.mxd

Manatee County, FL

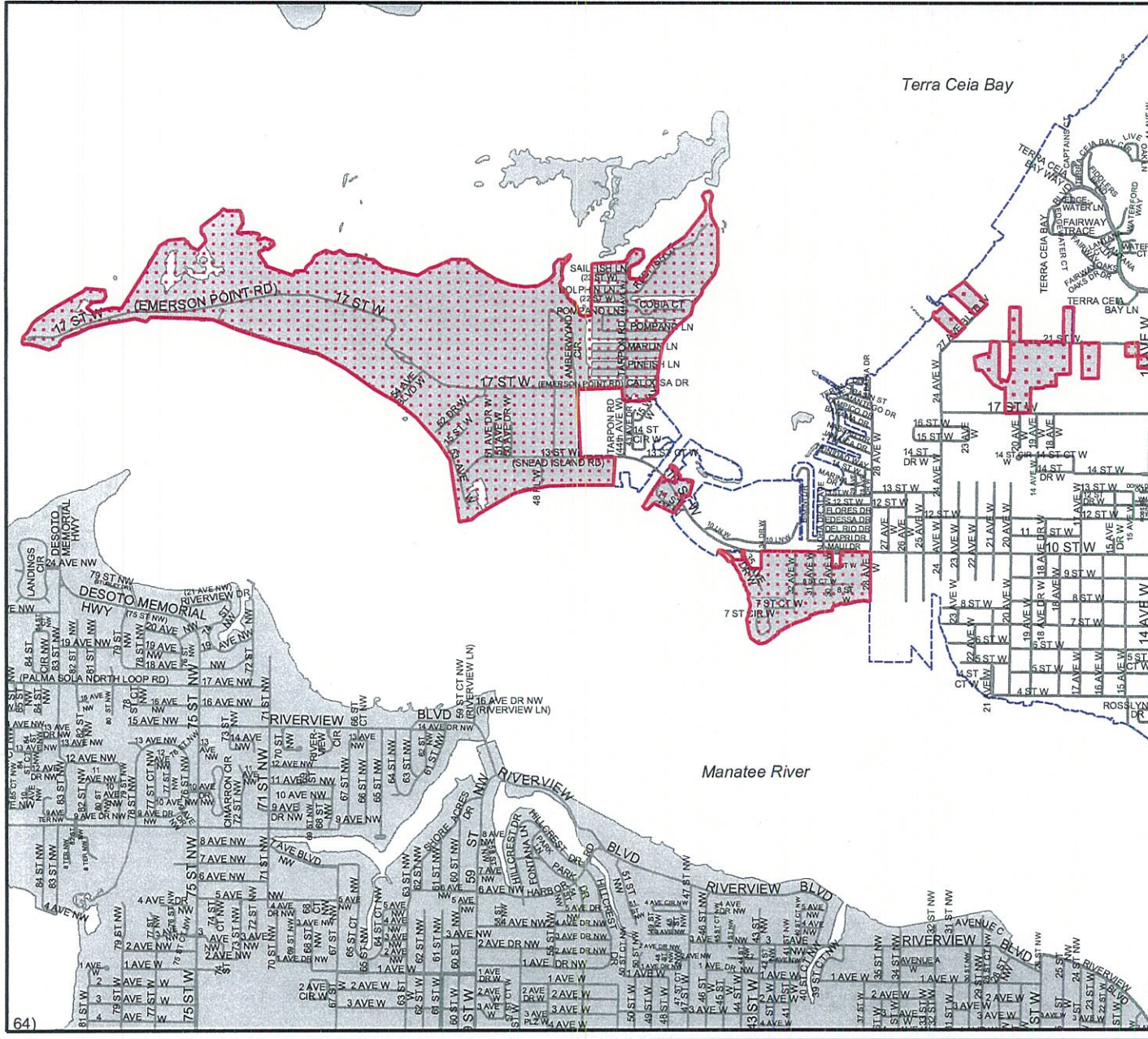







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Miles

This map was developed by the Manatee County Land Information System program. It is provided for general reference, is subject to change, and is not warranted in any way. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. The map shall not be transferred to any third party without the expressed permission of the Manatee County. Further, the Manatee County BOCC shall be held harmless for inappropriate or unintended uses of the information.

Source:  
The data depicted in this map was provided by the Manatee County Board of County Commissioners and is a digital representation of Exhibit A Resolution R 91-284.





# Unincorporated Areas of Manatee County Served with Potable Water by City of Palmetto (Oct. 1, 2004) Palmetto, West



-  Palmetto city limits
-  Potable water served by the City of Palmetto

Map author: ksh  
 Map date: 12/7/2004  
 Map name: 3/20/04/palmetto@jmi2\_county\_west.pxd.mxd

Manatee County, FL

0 0.1250.25 0.5  
Miles

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516 8th Avenue West  
P.O. Box 1209  
Palmetto, Florida 34220-1209  
Phone (941) 723-4570  
Fax: (941) 723-4576  
Suncom: 516-0829  
E-mail: [chgeneral@palmettofl.org](mailto:chgeneral@palmettofl.org)  
Web: [www.palmettofl.org](http://www.palmettofl.org)

March 13, 2018

Manatee County Utility Department  
Mr. Mike Gore, Director  
4410 66<sup>th</sup> Street West  
Bradenton, FL 34210



RE: Water Agreement Renewal

Dear Mr. Gore:

The City of Palmetto and Manatee County have an agreement for the purchase of potable water. The agreement will expire on September 30, 2019 and allows for an additional 10-year renewal. In accordance with page 10, number 22, the City needs to notify the County of its intention to renew the agreement eighteen (18) months prior to its expiration.

Please accept this letter as notification of the City's intention to renew the Water Agreement for an additional ten (10) years.

If you have any questions, please contact me at (941) 723-4500 or email [sbryant@palmettofl.org](mailto:sbryant@palmettofl.org).

Sincerely,

Shirley Groover Bryant  
Mayor

Cc: Ed Hunzeker, County Administrator  
Allen R. Tusing, Director of Public Works  
James R. Freeman, City Clerk



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April 24, 2018

City of Palmetto  
Ms. Shirley Groover Bryant, Mayor  
P.O. Box 1209  
Palmetto, FL 34220-1209

RE: Water Agreement Renewal

Dear Mayor Bryant:

Upon receipt of your letter dated March 13, 2018 notifying us of the City's intent to renew the Potable Water Agreement, the matter was scheduled on today's agenda of the Manatee County Board of County Commissioners. The request to renew was approved.

This letter will formalize the renewal of the Agreement for the ten-year period beginning October 1, 2019 and expiring on September 30, 2029, with no changes to the original Agreement.

If you have any questions, please feel free to contact our Utilities Director, Mike Gore, at 941-792-8811 or at [mike.gore@mymanatee.org](mailto:mike.gore@mymanatee.org).

Sincerely,

Ed Hunzeker  
County Administrator

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