

CITY-COUNTY INTERLOCAL UTILITY AGREEMENT

THIS AGREEMENT is made and entered into this 12th day of November, 2025, by and between **CHARLOTTE COUNTY**, a political subdivision of the State of Florida ("COUNTY"), and the **CITY OF PUNTA GORDA**, a Florida municipal corporation ("CITY").

WITNESSETH:

WHEREAS, COUNTY has authority, under Chapters 125 and 163, Florida Statutes, to adopt and amend COUNTY's Comprehensive Plan, including the delineation of urban and rural service areas; and

WHEREAS, Policies 1.2.4 and 1.2.6 of COUNTY's Comprehensive Plan provides for the timing and appropriateness of expansions of the COUNTY's Urban Service Area; and

WHEREAS, amending the Urban Service Area boundary must consider several factors including infrastructure and the provision of central potable water and sanitary sewer service when proposing expansions; and

WHEREAS, COUNTY will be considering amendments to the 2030 Service Area Delineation (Future Land Use Map Series Number 3) to increase the USA including the properties located in Sections 23, 24 and 26, Township 41 South, Range 23 East, in Charlotte County, Florida, more particularly defined and depicted on the attached Exhibit "A" incorporated herein by reference (the "Expansion Area"); and

WHEREAS, the CITY currently supplies potable water and wastewater service in the vicinity of the Expansion Area; and

WHEREAS, the CITY has a present need to upgrade and expand its existing water and wastewater facilities to meet current and future demand; and

WHEREAS, the COUNTY and CITY have a mutual interest in coordinating and planning for urban services in the Punta Gorda region; and

WHEREAS, CITY intends to expand its designated utility service area to encompass the Expansion Area contemporaneously with the COUNTY's amendment of the Urban Service Area, to ensure consistent service coverage and growth management; and

WHEREAS, CITY has authority, under Chapters 170 and 180, Florida Statutes, to extend and execute its corporate powers outside of its corporate limits for the purpose of providing water and wastewater services for domestic, municipal, or industrial uses; and

WHEREAS, CITY has a supply of potable water and wastewater treatment capacity sufficient to provide for the needs of County residents in certain areas outside of CITY, and now desires to commit to provide central potable water and sanitary sewer service into the area described in Exhibit "A" subject to benefited properties paying all costs for utility line extensions pursuant to CITY'S customary line extension and customer service policies; and

WHEREAS, CITY and COUNTY are desirous of cooperating in the joint exercise of the authority which they share in common, pursuant to Chapter 163, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, CITY and COUNTY hereby agree as follows:

1. Recitals; Purpose. The above recitals are incorporated into this agreement by this reference. The purpose of this Interlocal Agreement is to assure the provision of central potable water and sanitary sewer service to the Expansion Area, as required by COUNTY'S Comprehensive Plan Policy 1.2.3 for amendments to the Urban Service Area as well as to provide the CITY with temporary capacity while CITY proceeds with significant capital investment to its utility infrastructure.

2. Expansion of City Utilities. Any benefited property in the Expansion Area shall be solely responsible for all costs for planning, design, funding, construction and installation of all required on-site and off-site water and sewer facilities necessary to make available potable water and sanitary sewer services to its property in the Expansion Area. All utility construction plans and specifications must meet the CITY'S design requirements and be reviewed and approved by the CITY prior to utility construction. The parties hereto recognize that mandatory connection to central utilities applies as provided for in COUNTY's Comprehensive Plan and the Charlotte County Code, and that CITY'S usual and customary rates, fees, and charges shall apply.

3. City Utility Service. CITY shall provide potable water and sanitary sewer services to customers within the Expansion Area pursuant to this Agreement and CITY'S customary line extension and customer service policies. Utility service to customers within the Expansion Area will only be available if sufficient water plant and wastewater plant capacity exists at the time of connection. Capacity is based on a first come first served basis at the time of payment of all connection and impact fees. The City will not reserve water plant or wastewater plant capacity to provide utility service to properties within the Expansion Area, except pursuant to an enforceable utility service agreement pursuant to Section 4 below.

4. Temporary Capacity. Until such time as CITY completes upgrades to its independent wellfield and associated water facilities, COUNTY agrees to provide up to 500,000 gallons per day (GPD) of potable water capacity to CITY subject to relevant regulatory approval. This temporary provision shall terminate upon the earlier of: (a) CITY providing written notice that its independent supply system is operational; or (b) six (6) years from the effective date of this Agreement, unless extended by mutual written agreement of the parties. COUNTY may withhold the temporary capacity if so required or ordered by a regulatory agency or court with subject matter jurisdiction. CITY must complete its connection and receive water service no later than 24 months after the date upon which the COUNTY executes this Agreement.

5. Payment. CITY shall pay COUNTY all applicable fees and costs on a GPD basis pursuant to the COUNTY'S adopted Utility rate resolution in force on the date any bill is rendered, which sums are due upon delivery of the bulk service. COUNTY shall bill CITY on a monthly basis and payment shall be delivered to COUNTY no later than 10 days after delivery of the invoice.

6. Amendment. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7. Assignment. This Agreement shall be binding on the parties, their representatives, successors and assigns. Neither party shall assign this Agreement or the rights or obligations hereof to any other person or entity without the prior written consent of the other party.

8. Applicable Law. This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.

9. Effective Date. This Agreement shall be effective immediately upon CITY'S expansion of its service area to include the Expansion Area and the filing of a copy with the Clerk of the Circuit Court of Charlotte County.

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

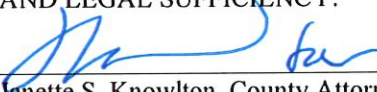
BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By _____
Joseph Tiseo, Chairman

ATTEST:
Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



Janette S. Knowlton, County Attorney
LR25-1005 

ATTEST:

Sara Welch, City Clerk

APPROVED:

Steven Leskovich, City Attorney

CITY OF PUNTA GORDA, a Florida
municipal corporation

Dr. Deborah Lux, Mayor