

AFFIDAVIT OF TRANSFER OF ROAD JURISDICTION
OF KURT STREET IN LAKE COUNTY, FLORIDA
(PHASE 2 and FINAL)

STATE OF FLORIDA
COUNTY OF LAKE

I, the undersigned, being authorized to execute this affidavit on behalf of Lake County, Florida and duly sworn says as follows

1. The information set out herein is true correct and to the best of my knowledge and belief.
2. Pursuant to Section 335.0415, Florida Statutes (2016) public roads may be transferred between jurisdictions by mutual agreement of affected governmental entities.
3. On August 11, 2015, Lake County, Florida, a political subdivision of the State of Florida ("County"), and the City of Eustis, a municipal corporation organized under the laws of the State of Florida ("City"), entered into an Interlocal Agreement Between Lake County, Florida and The City of Eustis For Kurt Street Multi-Phase Infrastructure Agreement (the "Agreement"), a copy of which is attached hereto as Attachment "A", whereby County and City agreed that upon completion of a phase of the Kurt Street Improvement Project, as described within the Agreement, City shall take ownership and maintenance responsibility for that portion of Kurt Street.
4. Phase 1 of the Kurt Street Improvement Project extending from Ardice Avenue/Mt. Homer Road to Atwater Avenue is completed as of June 20, 2016, as evidence by the Affidavit of Transfer of Road Jurisdiction (Phase 1) recorded in Lake County Official Records Page 4894, Page 1407.
5. Phase 2 (and final phase) of the Kurt Street Improvement Project extending from US-441 to the intersection of Ardice Avenue/Mt. Homer Road and extending from Atwater Avenue to SR-19 is completed as of February 1, 2017, as evidence by the letter dated February 3, 2017, a copy of which is attached hereto as Attachment "B".
6. Pursuant to the terms of the Agreement, effective February 1, 2017, the County transfers to City jurisdiction the ownership and maintenance responsibility of Kurt Street extending from US-441 to the intersection of Ardice Avenue/Mt. Homer Road and extending from Atwater Avenue to SR-19.
7. With completion of Phase 2 of the Kurt Street Improvement Project as the last phase of the Project, the City has ownership and maintenance responsibility of Kurt Street extending from US-441 to SR-19.

FURTHER AFFIANT SAYETH NOT.


State of Florida
County of Lake



DAVID C. HEATH, County Manager

The foregoing affidavit was acknowledged before me this 8th day of February, 2017, by David C. Heath, as County Manager of Lake County, Florida, who is personally known to me.





NOTARY PUBLIC
My Commission Expires: 4-29-19

Attachment "A"

R-2015/0027

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF EUSTIS FOR
KURT STREET MULTI-PHASE INFRASTRUCTURE AGREEMENT**

THIS IS AN INTERLOCAL AGREEMENT by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "County," and the City of Eustis, a municipal corporation organized under the laws of the State of Florida, hereinafter the "City.

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into interlocal agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement, and

WHEREAS, Kurt Street is a road located in Lake County which runs from US 441 North to SR 19, as described in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Kurt Street", and

WHEREAS, Kurt Street is in need of resurfacing and sidewalk repairs (the "Project"), and

WHEREAS, there has been disagreement as to whether it is County or City responsibility for maintenance of Kurt Street; and

WHEREAS, County and City have come to an agreement on how the improvements to Kurt Street will be made and paid for, and which entity shall be responsible for the future maintenance of Kurt Street after such improvements are made; and

WHEREAS, the Project will generally be funded and constructed in three phases, more particularly described in Exhibit "B," attached hereto and incorporated herein by reference; and

WHEREAS, the County and City will share in the estimated Nine Hundred Thousand Dollar (\$900,000.) cost of the Project over a three year time frame; and

WHEREAS, the Project cost share shall be fifty percent for the County and fifty percent for the City.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, and covenants hereinafter set forth, and *intending to be legally bound*, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. County Obligations. County shall make the improvements to Kurt Street as described in Exhibit B. The County shall comply with all applicable provisions of the Florida Statutes regarding the bidding of construction services, including Section 255.0525, Florida Statutes, and Section 255.20, Florida Statutes. The County intends to utilize its existing on-call contracts for road resurfacing and milling, pavement base repair and sidewalk construction. The County shall be solely responsible for construction of the Project. The County will provide the plans, process any change orders, and manage the day to day project inspection. The County will budget its share of the funding for the project in the Five Year Transportation Construction Program.

3. City Obligations. The City shall provide payment to the County of a total of \$150,000.00 annually over a period of three fiscal years, for an estimated funding total to the County of \$450,000.00. The City shall remit to the County the payments provided for herein on October 15, 2015, October 15, 2016 and October 15, 2017. Upon final completion and acceptance of the Final Phase of the Project, the County shall send a final invoice to the City for any outstanding amounts due and owing. If the Project is completed under budget, and City has made all three payments to County, County shall refund City the appropriate amount within twenty (20) days of final acceptance of the Project. If County completes the Project prior to all three payments being made by City, the final payment to be made by City shall be adjusted as provided above based on actual cost.

4. Construction Schedule. It is understood that County has the option to complete the project in a shorter time frame and in less than the three phases that are contemplated in Exhibit B. The City funding obligation shall remain as stated in Section 3. In the event that the County completes the project in less than three years, the third year final payment from the City to the County will be adjusted to reflect the actual cost share of the project.

5. Ownership and Maintenance of Completed Project. In accordance with Florida Statute 335.0415, City and County agree that upon completion of a Project Phase, the City shall take ownership and maintenance responsibility for that portion of Kurt Street.

6. Term and Termination. This agreement shall become effective upon both parties executing the agreement and it shall remain in force until completion of the Project and payment of all sums due hereunder.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

8. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY
City Manager
Ronald R. Niebert
P.O. Drawer 68
Eustis, FL 32727

cc: Lake County Public Works
Attn: Jim Stivender
P.O. Box 7800
Tavares, Florida
32778

B. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter

delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

10. Entire Agreement. This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.


11. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, and by the City of Eustis, Florida, through its City Commission, signing by its duly authorized representative.

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS


Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida


Jimmy Conner, Chairman
This 17th of August, 2015.

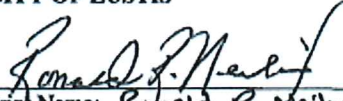
Approved as to form and legality:


Sanford A. Minkoff
County Attorney

Interlocal Agreement between Lake County and the City of Eustis for Kurt Street Multi-Phase Infrastructure Agreement

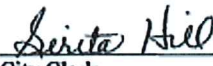


CITY OF EUSTIS


Print Name: Ronald R. Neibert
Title: City Manager

This 17th day of July, 2015.

ATTEST:


City Clerk
Assistant to City Clerk

Approved as to form and legality:


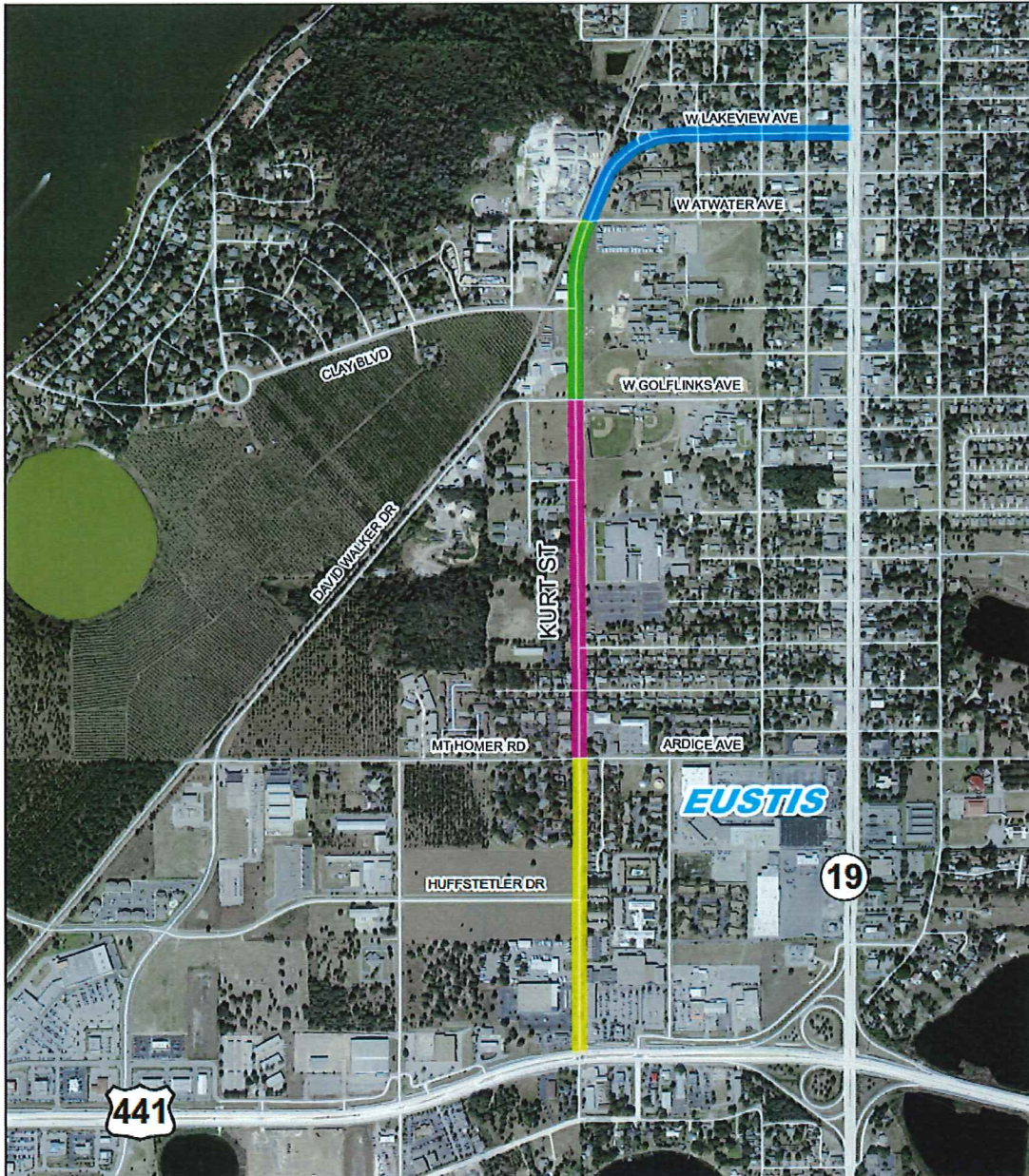

City Attorney

Exhibit A



Legend

- Segment 1 - US 441 to Ardice Av/Mt Homer Rd Intersection
- Segment 2 - Ardice Av/Mt Homer Rd Intersection to Golf Links Av
- Segment 3 - Golf Links Av to Atwater Av
- Segment 4 - Atwater Av - SR-19

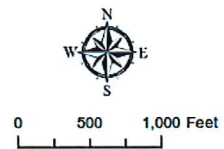


Exhibit B

Kurt Street Road Improvements
Segments 1 thru 4 (from US-441 to SR-19)
Proposed 3-Year Plan with estimated cost
\$300,000

Year 1, Phase 1

FY 2016

Work Scope:

Repair/Replace all sidewalk in Segment 2 & 3
Complete base repairs for Segment 2 & 3
Overlay Segment 2

\$300,000

Year 2, Phase 2

FY 2017

Work Scope:

Overlay Segment 3
Complete base repairs for Segment 4
Overlay Segment 4

\$300,000

Year 3, Phase 3

FY 2018

Work Scope:

Complete base repairs for Segment 1
Overlay Segment 1

Total **\$900,000** **(estimate)**

Segments:

Segment 1 - US441 to Ardice Av/Mt. Homer Rd intersection
Segment 2 - Ardice Av/Mt. Homer Rd intersection to Golf Links Av
Segment 3 - Golf Links Av to Atwater Av
Segment 4 - Atwater Av to SR-19

Attachment "B"



LAKE COUNTY
FLORIDA

February 3, 2017

Mr. Ronald R. Niebert, City Manager
City of Eustis
P.O. Drawer 68
Eustis, FL 32727

RE: Interlocal Agreement Between Lake County and the City of Eustis for Kurt Street Multi-Phase Infrastructure Agreement
Phase II and Final Completion Notice

Dear Mr. Niebert,

This letter shall serve to document the completion of the Kurt Street Road Improvement Phase II project as of February 1, 2017, which is the date the final invoice for road resurfacing and striping was approved by the Project Manager for payment. Kurt Street Phase II extends from US-441 to the intersection of Ardice Avenue and Mt. Homer Road (referenced as Segment 1) and extends from Atwater Avenue to SR-19 (referenced as Segment 4). The project included pavement base repairs, milling, resurfacing, and striping. In accordance with Section 5 of the Agreement titled Ownership and Maintenance of Completed Project, "...upon completion of a Project Phase, the City shall take ownership and maintenance responsibility for that portion of Kurt Street." With completion of Phase II, this letter shall serve as the final completion of the Kurt Street project extending from US-441 to SR-19. The City has ownership and maintenance responsibility of Kurt Street in its entirety. The final invoice for the project will be provided to your office under separate cover.

Thank you for cooperation in the successful completion of this project. Please contact me at (352)253-6005 if I can be of further service.

Sincerely,


Jim Stivender, Jr., P.E., P.L.S.
Director

:LLK

Attachments

c: Lori Koontz, Road Operations Division Manager

PUBLIC WORKS DEPARTMENT
P.O. BOX 7800 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.253.6000 ♦ F 352.253.6016
Board of County Commissioners ♦ www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5