



LAKE COUNTY  
FLORIDA

August 25, 2017

Mr. Gary LaVenía, City Manager  
City of Fruitland Park  
506 W. Berckman Street  
Fruitland Park, FL 34731

RE: Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Agreement – Notice of Transfer

Dear Mr. LaVenía:

In accordance with the referenced Agreement, the effective date of the ownership and maintenance responsibility transfer of Poinsettia Avenue from the County to the City will be established upon completion of the City's utility project, payment of \$41,155.24 from the County to the City, and tree trimming along Poinsettia Avenue by the County.

The City's utility project and the County's tree trimming work has been completed. Payment to the City was issued on August 18, 2017 through check #710820. Therefore, this letter shall serve as written notice to establish the effective date of August 18, 2017, to transfer ownership and maintenance responsibility of Poinsettia Avenue from the County to the City.

Thank you for your cooperation and partnership. If you have any questions, please do not hesitate to contact me at (352)253-4976, or Lori Koontz at (352)343-6439.

Sincerely,

Kristian L. Swenson  
Interim Public Works Director

c: Lori Koontz, Road Operations Division Manager

DEPARTMENT OF PUBLIC WORKS  
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.253.6000 • F 352.253.9065  
*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*

**INTERLOCAL AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA AND  
THE CITY OF FRUITLAND PARK, FLORIDA FOR  
POINSETTIA AVENUE INFRASTRUCTURE IMPROVEMENTS**

**THIS INTERLOCAL AGREEMENT** is by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Fruitland Park, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” for improvements to the infrastructure along Poinsettia Avenue (CR 6006) and for transfer of jurisdiction of Poinsettia Avenue located in Fruitland Park.

**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 of the affected governmental entities; and

**WHEREAS**, the City desires and intends to install sanitary sewer infrastructure, at its expense, along three (3) County maintained roads: CR 466A, Poinsettia Avenue, and Spring Lake Road, more specifically identified in **Exhibit A**, attached hereto and incorporated herein by reference, and hereinafter referred to as “Utility Project”; and

**WHEREAS**, the Utility Project will install a force main under one lane of Poinsettia Avenue from CR 466A to Spring Lake Road and will require the reconstruction and resurfacing of Poinsettia Avenue; and

**WHEREAS**, it is in both the County and City’s best interest to transfer the jurisdiction, operation and maintenance responsibilities of Poinsettia Avenue from the County to the City, more specifically identified in **Exhibit B**, attached hereto and incorporated herein by reference; and

**WHEREAS**, the City has requested certain improvements be made to Poinsettia Avenue to facilitate the transfer to the City’s jurisdiction; and

**WHEREAS**, the County and City have come to an agreement on how improvements to Poinsettia Avenue will be made and paid for, and which entity shall be responsible for ownership and future maintenance of the roadway after such improvements are made.

**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.**

A. The County will review the City's plan for the Utility Project and will review the Lake County Right of Way Utilization Permit submitted by the City to ensure such plans and permit meet the requirements of the Lake County Public Works Department. If the plans and permit meet the County's requirements, the County will provide its approval for the utility and road work.

B. The County agrees to pay the City the cost of resurfacing one lane of Poinsettia Avenue from CR 466A to Spring Lake Road at an estimated cost of \$41,155.24, which represents the value to resurface the undisturbed lane of the roadway as a result of the Utility Project. This resurfacing cost estimate also includes the South and North end of Poinsettia Avenue outside the Utility Project limits, the radius at Shiloh Street, and the placement of one hundred (100) linear feet of striping and a stop bar at each intersection of CR 466A and Spring Lake Road and fifty (50) linear feet of double yellow striping and a stop bar at the intersection of Shiloh Street. The cost estimate is attached hereto and incorporated herein by reference as **Exhibit C**. Upon completion of the Utility Project, the City agrees to invoice the County for the cost of this resurfacing. The County agrees to pay the City within twenty (20) days of receipt of the invoice.

C. In accordance with Section 335.01415, Florida Statutes, the County agrees to transfer to the City the ownership, operation and maintenance responsibility of Poinsettia Avenue from CR 466A to Spring Lake Road, as specifically identified in **Exhibit B**, upon completion of the Utility Project and payment from the County to the City as described in Paragraph 2B above and the County shall provide a written notice of transfer to the City to establish the effective date.

D. Prior to transfer of Poinsettia Avenue, the County agrees to trim the trees along Poinsettia Avenue, at no cost to the City.

**3. City Obligations.**

A. The City shall provide final plans, permits, inspection, as-builts, and certifications to the County, and FDEP and other permitting agencies, if required, for the Utility Project and final approval of the force main project construction.

B. The City is responsible and shall provide a design for its utility infrastructure which accounts for the future four-lane construction of CR 466A so as to eliminate or minimize future conflicts with any County road project. The City shall be responsible to relocate its City infrastructure, at the City's expense, and upon the County's request, should the utilities conflict with the future four-lane road project roadway, storm sewer, and/or grading by the County.

C. The City shall contract for the utility and associated road work and shall fund the full cost of the work for the Utility Project. The City shall manage the day to day project inspections. The parties agree that nothing herein shall be construed as placing any ownership or maintenance responsibilities upon the County for the Utility Project. At all times during construction and after completion of the Utility Project, the City shall take ownership and maintenance responsibility for the infrastructure associated with the Utility Project

D. The City shall incorporate the resurfacing and striping of the undisturbed lane of the Poinsettia Avenue with its Utility Project.

E. In exchange for the County funding a portion of the resurfacing requested on Poinsettia Avenue, the City shall accept ownership, operation and maintenance responsibility of Poinsettia Avenue from CR 466A to Spring Lake Road, as depicted in **Exhibit B**.

**4. Termination and Term.** Either party shall have the right to terminate this Interlocal Agreement with or without cause with thirty (30) days written notice to the other party, so long as the construction of the Utility Project has not commenced. Once construction commences on the Utility Project, this Agreement cannot be terminated unless mutually agreed upon in writing by the parties. This Agreement shall remain in force until the completion of the Utility Project and payment of all sums due hereunder.

**5. 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.

**6. 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  
506 W. Berckman Street  
Fruitland Park, Florida 34731

cc: Road Operations Manager  
Post Office 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, to the other party in a manner designated for the filing of notice hereunder.

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

**8. 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.

**9. Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it.

**10. Exhibit List.** The following Exhibits are attached hereto and by this reference are made a part hereof:

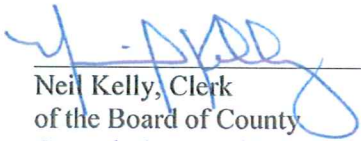
Exhibit A Utility Project Location Map  
Exhibit B Poinsettia Avenue Location Map  
Exhibit C Cost Estimate


**Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Improvements**

**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 Fruitland Park, Florida, through its City Commission, signing by and through its Mayor.


ATTEST:

LAKE COUNTY, FLORIDA through its  
BOARD OF COUNTY COMMISSIONERS

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

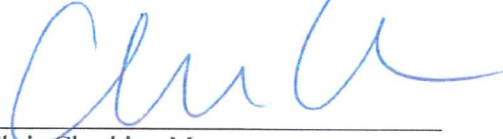
  
Timothy J. Sullivan, Chairman  
This 10 of January, 2017.

Approved as to form and legality:

  
Melanie Marsh  
County Attorney

**Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Improvements**

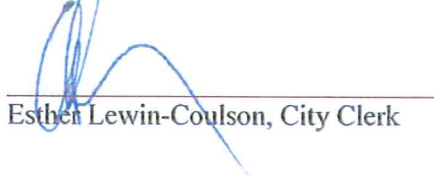
CITY OF FRUITLAND PARK, FLORIDA



Chris Cheshire, Mayor

This 8th day of December, 2016.

ATTEST:

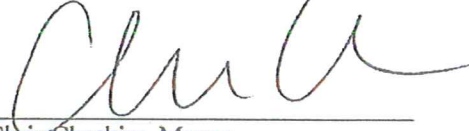
  
\_\_\_\_\_  
Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

**Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Improvements**

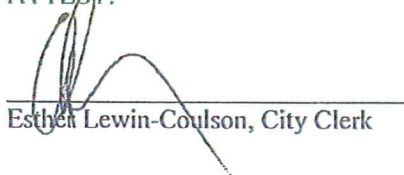
CITY OF FRUITLAND PARK, FLORIDA



Chris Cheshire, Mayor

This 8th day of December, 2016.

ATTEST:

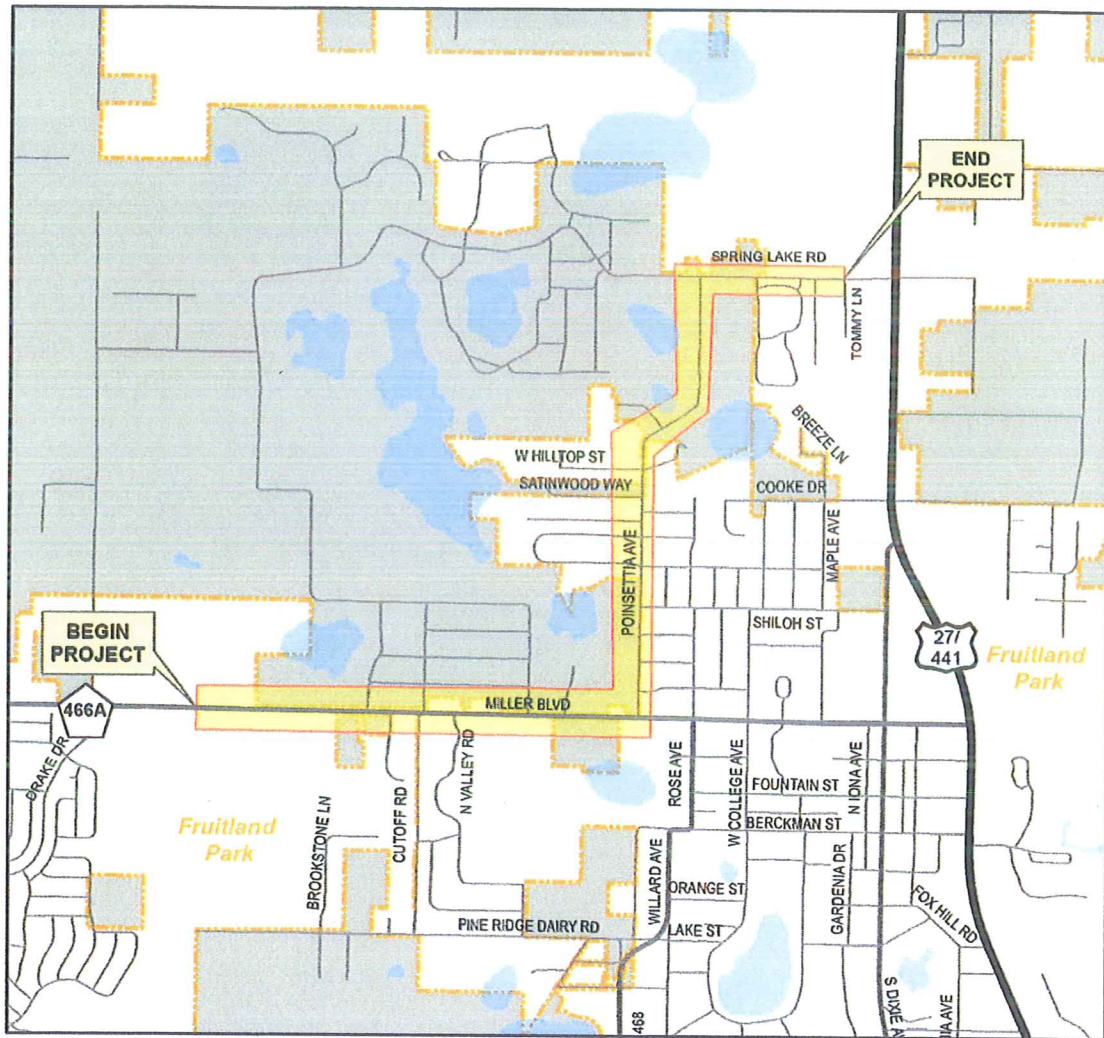
  
\_\_\_\_\_  
Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

  
\_\_\_\_\_  
Anita Geraci-Carver, City Attorney



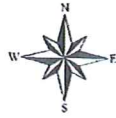
**Exhibit A – Utility Project Location Map**



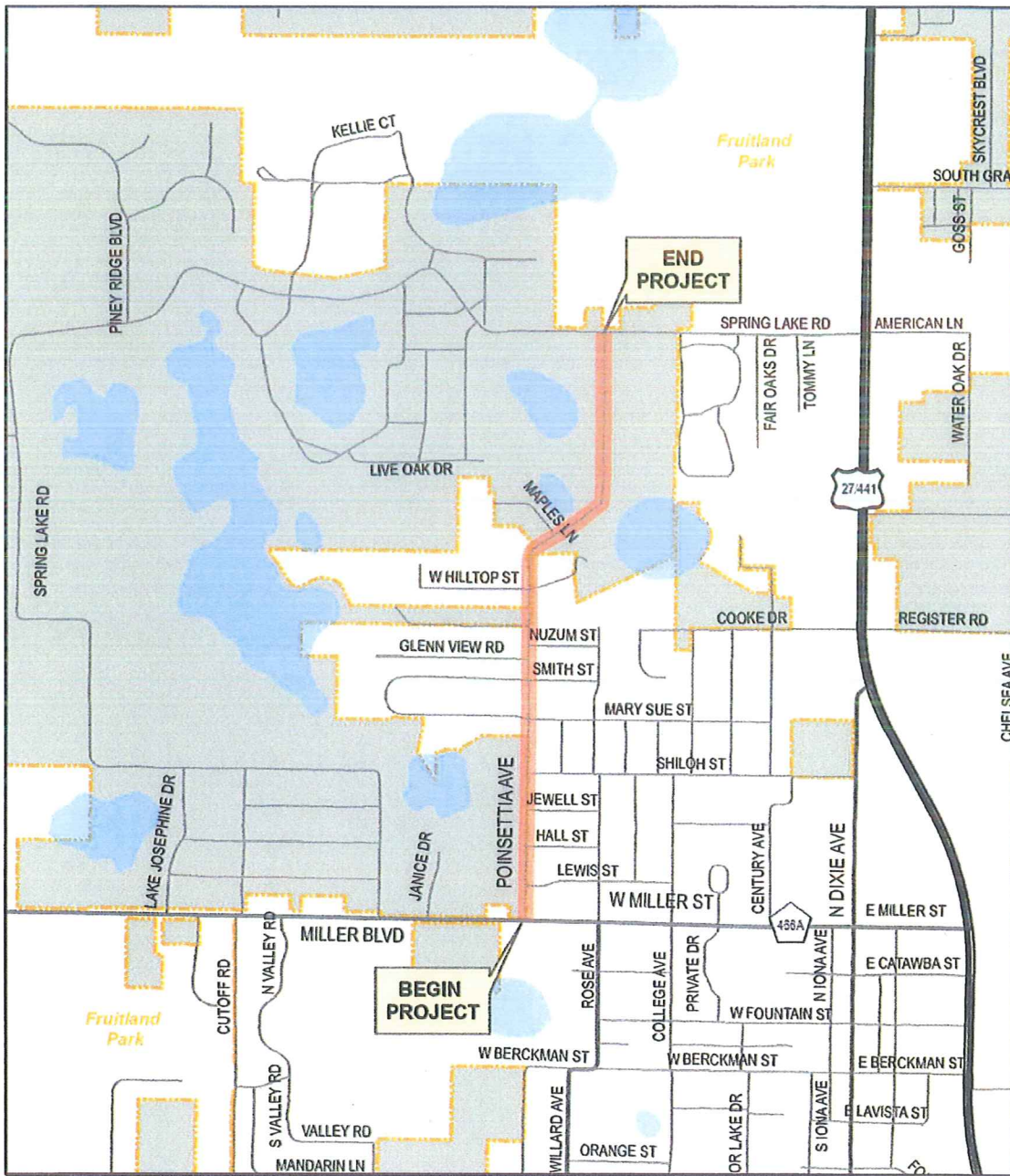
**Legend**

- Project Area
- Fruitland Park City Limits

Exhibit A  
Fruitland Park Utility Project Vicinity



**Exhibit B – Poinsettia Avenue Location Map**



**Legend**

- Poinsettia Avenue Extents
- Fruitland Park City Limits

Exhibit B  
Poinsettia Avenue Location



**Exhibit C – Cost Estimate**

**POINSETTIA AVENUE (6006) COST ESTIMATE**

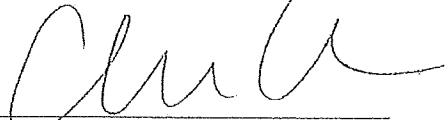
ROAD NAME	A SEGMENT LYING BETWEEN (FROM) (TO)		OVERLAY TOTAL USING RECYCLED Type III ASPHALT (Sq Yd)	MILL Y/N	TEMPORARY PAINT - PAVEMENT MARKING		THERMOPLASTIC PAVEMENT MARKINGS	
					6" YELLOW CENTER LINE (Ln Ft)	# OF STOP BARS (each)	6" YELLOW CENTER LINE (Ln Ft)	# OF STOP BARS (each)
Poinsettia Avenue (6006)	CR 466A/Miller St	Spring Lake Rd	6055	N	500	3	500	3
	Radius at Shiloh Street		216	N	0	0	0	0
					<b>500</b>	<b>3</b>	<b>500</b>	<b>3</b>

THERMO				
Overlay Recycled III	Center Line	Stop Bar	Center Line	Stop Bar
Per Sq Yd	Per LF	Each	Per LF	Each
6,271.00	500	3	500	3
\$ 6.44	\$ 0.22	\$ 20.00	\$ 0.75	\$ 75.00
\$ 40,385.24	\$ 110.00	\$ 60.00	\$ 375.00	\$ 225.00

<b>\$ 41,155.24</b> Total lump sum NOT TO EXCEED cost
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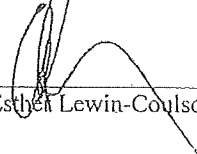
Interlocal Agreement between Lake County and the City of Fruitland Park for Poinsettia Avenue Infrastructure Improvements

CITY OF FRUITLAND PARK, FLORIDA

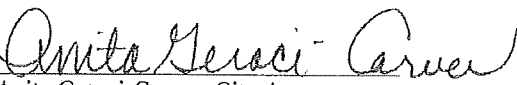
  
\_\_\_\_\_  
Chris Cheshire, Mayor

This 8th day of December, 2016.

ATTEST:

  
\_\_\_\_\_  
Esther Lewin-Coulson, City Clerk

Approved as to form and legality:

  
\_\_\_\_\_  
Anita Geraci-Carver, City Attorney

RESOLUTION 2017-002

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, ADOPTING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA AND LAKE COUNTY RELATING TO POINSETTIA AVENUE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Poinsettia Avenue is currently a Lake County publically maintained road, and

WHEREAS, the City of Fruitland Park is in the process of making utility improvements that will affect a portion of Poinsettia Avenue, and

WHEREAS, the City of Fruitland Park desires for Lake County to resurface the undisturbed portion of Poinsettia Avenue and Lake County is willing to do so in exchange for the City of Fruitland Park accepting ownership of Poinsettia Avenue, and

WHEREAS, Section 335.0415, Florida Statutes, provides that public roads may be transferred between jurisdictions by mutual agreement of the affected governmental entities.

WHEREAS, the City Commission of the City of Fruitland Park, Florida desires to enter into the Interlocal Agreement between the City of Fruitland Park Florida and Lake County, and approved the Interlocal Agreement at its meeting on December 10, 2016.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Interlocal Agreement between the City of Fruitland Park and Lake County, a copy of which is attached hereto, is approved.

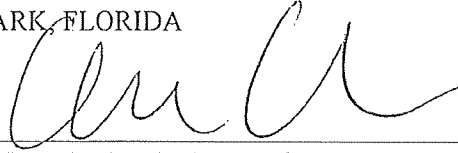
Section 2. The Commission ratifies its prior action and affirms that the Mayor was authorized to execute same.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 12<sup>th</sup> day of January 2017, by the City Commission of the City of Fruitland Park, Florida.

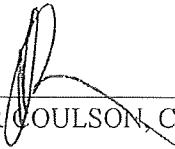
SEAL

CITY COMMISSION OF THE CITY OF FRUITLAND  
PARK, FLORIDA



CHRIS CHESHIRE, MAYOR

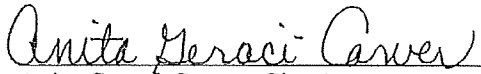
ATTEST:



ESTHER COULSON, CITY CLERK

Mayor Cheshire	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Vice Mayor Gunter	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Bell	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Lewis	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)
Commissioner Ranize	<input checked="" type="checkbox"/>	(Yes),	<input type="checkbox"/>	(No),	<input type="checkbox"/>	(Abstained),	<input type="checkbox"/>	(Absent)

Approved as to form:

  
Anita Geraci-Carver, City Attorney