

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE:

MEETING DATE: 05/21/2013

TO: David Heath, County Manager

ITEM TYPE: Consent Item

THRU:

Fred Schneider, County Engineer

ITEM ID: 593

Jim Stivender, Public Works Director

BY: Sandy Beckett, Office Associate IV

SUBJECT: Interlocal Agreement with the City of Mt. Dora for maintenance of a portion of 5th Avenue.

RECOMMENDATION/REQUIRED ACTION:

Approve Interlocal Agreement between Lake County and the City of Mt. Dora for the maintenance of a portion of the right-of-way of 5th Avenue.

Fiscal Impact: None Commission District: 4

BACKGROUND SUMMARY: The City of Mt. Dora is improving 5th Avenue, also known as Old 441 between McDonald Street and Alexander Street. Improvements include new pavement, sidewalks, brick crosswalks, storm sewer, landscaping, streetscaping and irrigation

The agreement stipulates that all of the 5th Avenue improvements will be paid for by the City. The City shall pay electric and irrigation bills and be responsible for maintaining sidewalks, special brick paving, medians, street lighting, irrigation, landscaping, slotted drain pipes and right-of-way outside of the actual curb and pavement. The County will maintain the paved roadway, curbing, drainage systems excluding the slotted drain pipes, and traffic signal.

Fiscal Impact: None Commission District: 4

Fiscal Impact: None

Account No.:

Advertised Date:

Paper:

Attachments:

1.	Interlocal Mt Dora (2 copies)
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STAFF APPROVALS AND DATES:

Beckett, Sandy

Created -

Tinis, Debi

Schneider, Fred

Martin, Cheryl

Nguyen, Binh
Koontz, Steve
Minkoff, Sanford A.
Booth, Niki

ACTION TAKEN BY BOARD:

Action: New
Other:

Continued/Deferred Until:

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF MT. DORA FOR
REGARDING 5TH AVENUE

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 Mt. Dora, a municipal corporation organized under the laws of the State of Florida, hereinafter the “City,” for the maintenance of a portion of the right-of-way of 5th Avenue.

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 jurisdiction or maintenance responsibilities of public roads may be transferred between jurisdictions by mutual agreement; and

WHEREAS, the City is improving 5th Avenue, also known as Old 441 between McDonald Street and Alexander Street; and

WHEREAS, the City is providing the water or reuse system that will irrigate the landscaping.

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. City Obligations. The City shall pay for the new pavement and storm sewer, landscaping, streetscaping, and irrigation on the project and provide plans and specifications for bidding purposes. The City shall provide water and/or reuse lines to serve the landscaped areas from the City’s utility and shall coordinate with the County’s contractor for the road project for construction purposes. The City shall pay for the water/reuse costs, electric/water/reuse utility bills and any other cost associated with the irrigation system, and street lighting and other City obligations under this Agreement. The City shall be responsible for maintaining the sidewalks,

medians, street lighting, irrigation, landscaping, slotted drain pipes, and right-of-way outside of the actual curb and pavement for 5th Avenue, which runs from McDonald Street east to Alexander Street. Responsibilities shall include but not be limited to, maintaining sidewalks, mowing of the grass, planting, maintaining, and replacing median landscaping, including any associated trees and shrubs, repairing and maintaining slotted drain pipes, irrigation equipment, and maintaining, repairing, or replacing any damaged street lighting. The City shall also maintain installed or constructed brick or special paving within the roadway. The City shall provide inspection for its City-owned utility work on the project. The proposed City share of the improvements is further identified in **Exhibit A**.

3. County Obligations. The County shall have the ability to enter upon the right-of-way at any time, without consent of the City, when necessary to maintain, repair, or replace any portion of the associated drainage and stormwater system. The County shall additionally also have the right to remove any portion of the landscaping that interferes with paved roadway, stormwater or drainage system; provided, however, the County shall provide the City with fifteen (15) days advanced written notice prior to the removal of such landscaping so long as there is not an immediate threat to the public safety. The County shall continue to maintain the paved roadway, curbing, drainage systems, excluding the slotted drain pipes, and traffic signal.

4. Termination. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

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
510 Baker Street
Mt. Dora, Florida 32757

cc: Engineering Director
437 Ardice Avenue
Eustis, Florida 32726

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.

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.


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, authorized to execute same by Board action on the 21st day of May, 2013, and by the City of Mt. Dora, Florida, through its City Commission, signing by its duly authorized representative, authorized to execute the same by action of the City Commission on the 16th day of April, 2013.

Interlocal Agreement between Lake County and the City of Mt. Dora relating to 5th Avenue.

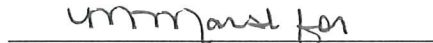
ATTEST:


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


COUNTY


Leslie Campione, Chairman

Approved as to Form and Legality:


Sanford A. Minkoff
County Attorney

CITY


Print Name: R.W. Thielbein, Sr.
Title: Mayor

This 17 day of April, 2013

ATTEST:


City Clerk

Approved as to Form and Legality:


City Attorney

EXHIBIT A:

