

Consent
 Departmental

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

DATE: May 11, 2009 MEETING DATE: June 16, 2009

TO: Cindy Hall, County Manager
THRU: Jim Stivender, Jr. P.E. P.L.S. Senior Director
BY: Fred Schneider, P.E. Engineering Director

Public Hearing
 Action Item
 Discussion Item
 Other _____

J.S.

F.S.

SUBJECT: Interlocal Agreement with the City of Mt. Dora for construction and maintenance of a portion of Highland Street

RECOMMENDATION/REQUIRED ACTION: Approve the Interlocal Agreement between Lake County and the City of Mt. Dora for construction and maintenance of a portion of Highland Street

BACKGROUND SUMMARY: The intersection of Highland Street (C.R. Old 441) and CR 46 is funded on the current Transportation Construction Program and is proposed to be improved with turn lane improvements to improve delay at the intersection. The City is requesting additional improvements be made at the intersection and along a segment of the corridor of Highland Street from CR 46 north to E. 5th Ave. The city requested improvements include landscaping and brick work.

The agreement stipulates that the road improvements will be funded from Transportation Impact Fee funds. The Landscaping and brick work shall be paid by the city from their funds. The County will maintain the paved roadway, curbing, drainage system and traffic signal. The City shall pay electric and irrigation bills and maintain the sidewalks, medians, street lighting, irrigation, landscaping, and right of way outside of curb.

Impact Fee District: # 2 Commissioner District: # 4 Project Tracking # INT08017

Fiscal Impact: \$ 450,000.00 Capital Budget Operating Budget

OK

(1) Account No. 1152.5056620.860674 - \$430,000.00
Road Benefit District: 2 - Infrastructure Construction (Expense) - Highland Street (Old 441 intersection with C-46) Project # INT08017
(2) Account No. 1152.5056620.860672 - \$ 20,000.00
Road Benefit District: 2 - Infrastructure Design (Expense) - Highland Street (Old 441 intersection with C-46) Project # INT08017

Affected parties notified of meeting Not required
Advertised: Date: Paper: Not required

Attachments (List): Two (2) Copies of the Interlocal Agreement between Lake County and the City of Mount Dora for Maintenance of a Portion of the Right-of-Way on Highland Street

STAFF APPROVAL: **DATE:**
County Manager _____
County Attorney _____
Budget Office _____

ACTION TAKEN BY BOARD:
 Approved Continued/Deferred until _____
 Disapproved Special Instructions: _____
Other: _____ By: _____
From: Teresa Conant

INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF MT. DORA, FLORIDA FOR

AGREEMENT FOR MAINTENANCE OF A PORTION
OF THE RIGHT-OF-WAY ON HIGHLAND STREET

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 CR Old 441 otherwise known as HIGHLAND STREET.

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 County is improving the intersection of Highland Street and E. 1st Ave. (C.R. 46) with a Southbound left turn lane and sidewalks from the Transportation Impact Fee collected in this district; and

WHEREAS, The City is improving the intersection and Highland Street with landscaping, and streetscaping improvements; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment 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 by reference are incorporated herein.

2. **City Obligations.** The City shall pay for the 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 cost, 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, and right-of-way outside of the actual curb and pavement for HIGHLAND STREET, which runs from the E. 5th Ave. south to Shirley Ave. 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 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's Obligations.** The County shall design the intersection improvements and acquire right of way necessary for the project. The County shall bid and construct the project. The County shall oversee and inspect the project. The County shall pay for road improvements including paving, grading, drainage, curbs, sidewalks. The County shall also pay for sod associated with the road improvements only outside of the landscaped areas. 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 paved roadway of HIGHLAND STREET, or 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 and traffic signal. The proposed County Share of the improvements is further identified in **Exhibit "A"**.

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
Mount 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.

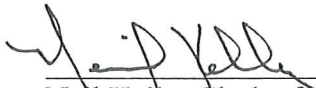
9. **Effective Date.** This Agreement shall become effective upon the later date of acceptance of the Project by the County and the City.

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 16th day of June, 2009 and by the City of Mt. Dora, Florida, through its City Commission, signing by its duly authorized representative, authorized to execute same by action of the City Commission on the ___ day of _____, 2009.

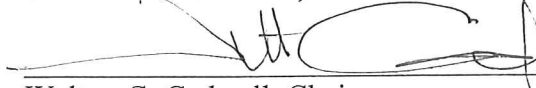
COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

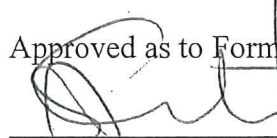


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida




Welton G. Cadwell, Chairman


Approved as to Form & Legality:



Sanford A. Minkoff
County Attorney

CITY

BY: 
Name: melissa Demarco
Title: mayor
Date: May 1, 2009

Attest: 
City Clerk

Approved as to form and content:

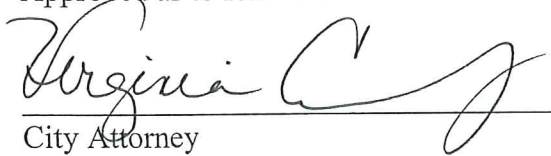

City Attorney

EXHIBIT A

City Funding Responsibility

- Landscaping
- streetscaping
- irrigation

Estimated Construction Cost of City Share: Will be based on actual bids once streetscaping plans are completed by the City Consultant, BESH.

County Funding Responsibility

- Road improvements including paving, grading, drainage, curbs, sidewalks
- Traffic Signal modification.
- Right of Way for intersection improvement

Estimated Construction Cost of County Share: From Current Transportation Construction Program: \$450,000.



**CITY OF
MOUNT
DORA**

PLANNING AND DEVELOPMENT

RECEIVED

MAY 11 2009

LAKE COUNTY
PUBLIC WORKS DEPT.

City Hall
510 N. Baker St.
Mount Dora, FL 32757

Office of the City Manager
352-735-7126
Fax: 352-735-4801

Customer Service
352-735-7105
Fax: 352-735-2892

Finance Department
352-735-7118
Fax: 352-735-1406

Human Resources
352-735-7106
Fax: 352-735-9457

Planning and Development
352-735-7112
Fax: 352-735-7191

City Hall Annex
900 N. Donnelly St.
Mount Dora, FL 32757

Parks and Recreation
352-735-7183
Fax: 352-735-3681

Public Safety Complex
1300 N. Donnelly St.
Mount Dora, FL 32757

Police Department
352-735-7130
Fax: 352-383-4623

Fire Department
352-735-7140
Fax: 352-383-0881

Public Works Complex
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151
Fax: 352-735-1539

W. T. Bland Public Library
1995 N. Donnelly St.
Mount Dora, FL 32757
352-735-7180
Fax: 352-735-0074

Website:
www.cityofmountdora.com

May 6, 2009

Fred Schneider, PE
Engineering Director
Lake County Public Works
P.O. Box 7800
Tavares, FL 32778

RE: Highland St. Interlocal Agreement for Maintenance with Lake County

Dear Mr. Schneider;

Enclosed please find an updated Highland Street Interlocal Agreement for Maintenance with Lake County that has been executed by the City of Mount Dora.

Once this has been executed by the County please return a copy to me for our files.

If you have any questions don't hesitate to give me a call.

Sincerely,

Mark Reggentin, AICP
Planning and Development Director

cjm



CITY OF MOUNT DORA

Office of the City Manager

510 North Baker Street
Mount Dora, FL 32757

(352) 735-7126

Fax: (352) 383-4801

Email: quinnm@ci.mount-dora.fl.us

May 4, 2007

Lake County Public Works
Fred Schneider, Engineering Director
PO Box 7800
Tavares, Fl 32778

Jim / Ldc
FYI
- sounds ok to me.
- Fred

RE: Intersection Improvements at Old 441 (Highland St) and CR 46 (First Avenue)

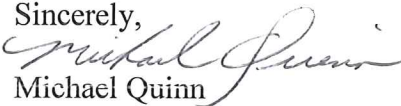
Dear Fred:

The Mount Dora City Council has determined the improvement of the intersection of Old 441 (Highland St) and CR 46 (First Avenue) is a top priority in their capital improvements program. Outside of the US 441 area, the intersection has one of the highest traffic volumes in the City and a significant amount of turning movements. We feel the current design of the intersection is not adequate to efficiently handle traffic flow. Among other solutions, the installation of turning lanes would greatly improve the traffic flow in the corridor.

We plan to have an intersection analysis and design recommendations prepared this year. Prior to initiating this study, we want to meet with you to discuss the coordination of the design and approval process as well as the potential for placing the project in the Lake County TIP so that the construction costs can be jointly funded.

I will be contacting you shortly to set up a meeting to discuss this project.

Sincerely,


Michael Quinn
City Manager

RECEIVED
MAY 15 2007
LAKE COUNTY PUBLIC
WORKS DEPARTMENT



LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS

January, 19, 2010

Mr. Michael Quinn, City Manager
City of Mt. Dora
510 N. Baker Street
Mt. Dora, FL 32757

Re: Highland Street Improvements

Dear Mr. Quinn:

I am writing this letter to you with regard to the Highland Street/CR 46 intersection streetscaping and intersection improvements. I have met with your staff regarding the bidding process for the project. The County Road Estimate is \$450,000.00 and the City Streetscape estimate is \$495,000.00. The current Interlocal agreement signed between the City and the County states that the County will bid the job.

It is our intent to award the project to a single contractor who will be responsible for the work. Our approach on the bidding is to award the project to the lowest combined bid. The city and county will pay for the work separately. Please contact, or have your staff contact me, as soon as possible if you have any concerns.

Sincerely,

Fred Schneider, P.E.
Director of Engineering

C: Lori Conway, LCPW
Gus Giankis, City of Mt. Dora
Paul Lahr, City of Mt. Dora
Rob Em, BESH



LAKE COUNTY
DEPARTMENT OF PUBLIC WORKS

June 24, 2009

Michael Quinn, City Manager
City of Mount Dora
510 Baker Street
Mount Dora, FL 32757

RE: Executed Interlocal Agreement between Lake County and The City
Of Mount Dora – Portion of Right-of-Way on Highland Street

Dear Mr. Quinn:

Enclosed is an original copy of the above referenced agreement that was approved by the
Lake County Board of County Commissioners on June 16, 2009.

If you have any questions, please give me a call at 483-9040.

Sincerely,

Teresa W. Conant
Engineering Assistant

Enclosure: Executed Interlocal Agreement between Lake County and The City of Mount Dora

cc: Fred Schneider, Director of Engineering

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Highland Street.doc

437 ARDICE AVENUE ♦ EUSTIS, FLORIDA 32726 ♦ P 352.483.9000 ♦ F 352.483.9025
Board of County Commissioners ♦ www.lakecountyfl.gov

JENNIFER HILL
District 1

ELAINE RENICK
District 2

JIMMY CONNER
District 3

LINDA STEWART
District 4

WELTON G. CADWELL
District 5