

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

**DATE:** 06/26/2017

**MEETING DATE:** 07/25/2017

**TO:** Jeff Cole, County Manager

**ITEM TYPE:** Consent Item

**THRU:**

Lori Koontz, Road Ops Division Manager  
Jim Stivender, Public Works Director

**ITEM ID:** 3718

**BY:** Deb Marchese, Construction Program Specialist

**SUBJECT:** Interlocal Agreement between Lake County and the Town of Lady Lake for Jurisdiction of Wales Plaza

**RECOMMENDATION/REQUIRED ACTION:**

Request approval to execute an Interlocal Agreement between Lake County and the Town of Lady Lake for Jurisdiction of Wales Plaza at a fiscal impact of \$6,889.00 to be expended from the Renewal Sales Tax Capital Projects – Public Works – Resurfacing Fund. Commission District 5.

**BACKGROUND SUMMARY:** Wales Plaza is located within the Town limits of Lady Lake and runs from US-27/441 to the intersection of Vermont Avenue and Owen Drive. The jurisdiction over a portion of Wales Plaza between Paradise Drive and the Vermont Avenue/Owen Drive intersection has been disputed. The Interlocal Agreement between Lake County and the Town of Lady Lake will transfer any and all jurisdiction, ownership interests, operation and maintenance responsibilities that the County may have in Wales Plaza to the Town. To facilitate the agreement, the County agrees to pay \$6,889 to the Town, which represents the estimated cost to mill and resurface the road.

Fiscal Impact: \$6,889.00

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
Renewal Sales Tax Capital Projects - Public Works - Resurfacing Fund	3040 Renewal Sales Tax	5056350 Capital Projects Public Works	860679 Resurfacing Fund		\$6,889.00

Advertised Date:

Paper:

Attachments:

1.	Interlocal Agreement
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**STAFF APPROVALS AND DATES:**

Deb Marchese	Created/Initiated - 06/26/2017
Sandy Beckett	Approved - 06/26/2017
Lori Koontz	Approved - 06/26/2017
Debi Tinis	New -
Jennifer Barker	
Steve Koontz	
Melanie Marsh	
Niki Booth	

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**ACTION TAKEN BY BOARD:**

Action: New  
Other:

Continued/Deferred Until:

**INTERLOCAL AGREEMENT  
BETWEEN  
LAKE COUNTY, FLORIDA AND  
THE TOWN OF LADY LAKE FOR  
JURISDICTION OF WALES PLAZA**

THIS INTERLOCAL AGREEMENT is made this day by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the "COUNTY," and the Town of Lady Lake, a municipal corporation organized under the laws of the State of Florida, hereinafter the "TOWN," for the acceptance of jurisdiction of Wales Plaza by the Town of Lady Lake.

**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**, Wales Plaza is a roadway located in Lake County, Florida, within the limits of the TOWN, that runs from US-27/441 to the intersection of Vermont Avenue and Owen Drive; and

**WHEREAS**, jurisdiction over a portion of Wales Plaza located between Paradise Drive and the Vermont Avenue/Owen Drive intersection is disputed between the parties; and

**WHEREAS**, in order to serve a public purpose and benefit both parties, the COUNTY agrees to fund certain improvements to a portion of Wales Plaza in exchange for the TOWN accepting all jurisdiction and responsibility for the roadway; and

**WHEREAS**, the COUNTY and the TOWN desire to enter into this Interlocal Agreement to determine the responsibilities and obligations of each as it pertains to a portion of Wales Plaza.

**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 incorporated herein by reference.

2. **COUNTY Obligations.**

A. Within thirty (30) days of the Effective Date of this Agreement, the COUNTY shall pay the amount of \$6,889.00 to the TOWN, which is the estimated cost to mill and resurface 1.5" of Wales Plaza approximately 239 linear feet starting at Paradise Drive and extending to the Vermont Avenue/Owen Drive intersection.

B. On the Effective Date of this Agreement, the COUNTY agrees to transfer to the TOWN any and all jurisdiction, ownership interests, operation and maintenance responsibilities that the COUNTY may have, if any, in Wales Plaza, beginning at the Paradise Drive intersection extending to the Vermont Avenue/Owen Drive intersection, as specifically identified in **Exhibit A**, attached hereto and incorporated by reference.

3. **TOWN Obligations.**

A. Within six (6) months of the Effective Date of this Agreement, the TOWN agrees to mill and resurface 1.5" of approximately 239 linear feet of Wales Plaza beginning at the Paradise Drive intersection and extending to the Vermont Avenue/Owen Drive intersection. The TOWN shall utilize its existing on-call contract for milling and road resurfacing and shall be solely responsible for the work.

B. On the Effective Date of this Agreement, the TOWN shall accept any and all of the COUNTY'S ownership, interest, operation and maintenance responsibilities of Wales Plaza beginning at the Paradise Drive intersection extending to the Vermont Avenue/Owen Drive intersection, as identified in **Exhibit A**, attached hereto.

4. **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.

5. **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

TOWN

Town Manager  
409 Fennell Boulevard  
Lady Lake, Florida 32159

cc: Road Operations Manager  
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.

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

7. **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.

8. **Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it ("Effective Date").

*{Remainder of this page is intentionally left blank.}*

Interlocal Agreement between Lake County and the Town of Lady Lake for Wales Plaza

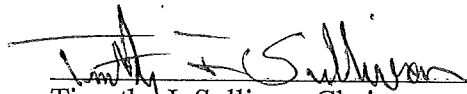
IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: COUNTY, through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same and by the TOWN, signing by and through its duly authorized representative to execute the same.

**COUNTY**

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

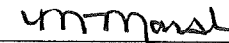
ATTEST:



  
\_\_\_\_\_  
Timothy I. Sullivan, Chairman

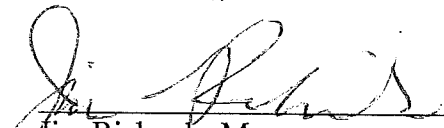
This 25 day of July, 2017.

Approved as to Form & Legality:

  
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Melanie Marsh, County Attorney

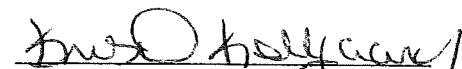
**TOWN**

LADY LAKE, FLORIDA

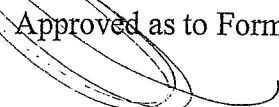
  
\_\_\_\_\_  
Jim Richards, Mayor

ATTEST:

This 19<sup>th</sup> day of JUNE, 2017.

  
\_\_\_\_\_  
Kristen Kollgaard, Town Clerk

Approved as to Form and Legality:

  
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Derek Schroth, Town Attorney

**EXHIBIT A**  
Wales Plaza Location Map

