



August 12, 2016

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 I Completion Notice

Dear Mr. Niebert,

This letter shall serve to document the completion of the Kurt Street Road Improvement Phase I project as of June 20, 2016, which is the date the final invoice for road resurfacing and striping was approved by the Project Manager for payment. Kurt Street Phase I extends from the intersection of Ardice Avenue and Mt. Homer Road to Atwater Avenue and included sidewalk repair and replacement, pavement base repairs, and 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." Attached for your reference is a copy of the Interlocal Agreement, the County's invoice and City's payment for Phase I, and the final resurfacing and striping invoice.

Thank you for your cooperation in the successful completion of this project phase. We look forward to completing the remaining phases. My office will soon contact your Public Works Department to coordinate the start of Phase II.

Please contact me at (352)253-6000 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](http://www.lakecountyfl.gov)*

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.

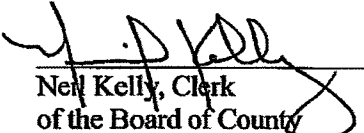
**10. Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.


**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 17<sup>th</sup> 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

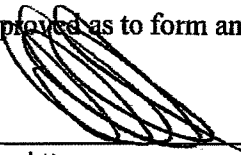
*Ronald R. Neibert*  
Print Name: Ronald R. Neibert  
Title: City Manager

This 17<sup>th</sup> day of July, 2015.

ATTEST:

*Serita Hill*  
City Clerk  
*Assistant to City Clerk*

Approved as to form and legality:

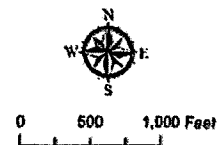
  
City Attorney

# 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





FOLSOM BUSINESS FORMS, OCALA, FLORIDA

Vendor: LAKEC040 LAKE COUNTY BOARD OF COUNTY CO  
 PO: 16-00658 DESC: KURT ST REFRUBISHMENT  
 INV: 1 AMT: 150,000.00 - 5076350-860674 150,000.00  
 PO: 16-00663 DESC: ANNUAL RADIO MAINT CHARGES  
 INV: 106200 AMT: 16,992.00 - 2145220-342950 16,992.00  
 PO: 16-00711 DESC: PW-LAKE COUNTY BOCC  
 INV: 1600 AMT: 795.48 795.48

RECEIVED  
 NOV 23 2015  
 COUNTY FINANCE

Check Date: 11/20/15 Check Amount: \$\*\*\*\*167,787.48

DETACH BEFORE DEPOSITING

THIS CHECK IS PROTECTED BY A VOID PANTOGRAPH. PLEASE WATCH FOR PAPER MICROFILM TAGS AND CIRCLES THROUGH NUMBERING EVERY AUTHENTICITY.

**VOID** **VOID** 218803

City of Eustis  
 P.O. Drawer 88  
 Eustis, FL 32727-0088

BB&T BANK  
 63-9133/2051  
 THIS CHECK CLEARS POSITIVE PAY  
 VOID AFTER 90 DAYS

DATE	CHECK NO.	AMOUNT
11/20/15	218803	\$****167,787.48

\*\*\*\*\*167,787 AND 48/100 Dollars

TO THE ORDER OF LAKE COUNTY BOARD OF COUNTY CO  
 P O BOX 7800  
 TAVARES, FL 32778

*Paul J. Males*  
 AUTHORIZED SIGNATURE

*C. Peatt*  
 AUTHORIZED SIGNATURE

⑈0000 218803⑈ ⑆263191387⑆0000 148214123⑈

**RECEIVED  
LAKE COUNTY PUBLIC  
WORKS DEPARTMENT**

JUN 09 2016

**D.A.B. CONSTRUCTORS, INC.**  
P.O. BOX 1589 INGLIS, FL 34449  
INVOICE 601-5 FINAL

TO: Public Works  
LAKE COUNTY  
323 North Sinclair Avenue  
Tavares, FL 32778

Lake County PO # 20160814  
ESTIMATE NO. 5  
PERIOD ENDING: 4/19/2016  
DATE: June 8, 2016  
DAB JOB NO.: 601

DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT Price	TOTAL	CURRENT QUANTITY	PERIOD AMOUNT	TOTAL QUANTITY	TO DATE AMOUNT	% Complete
William Bachschmidt Vice President									

PERIOD	AMOUNT	TO DATE AMOUNT
TOTAL EARNED	\$ 83,137.76	\$ 1,549,139.50
AND RETAINANCE PER CONTRACT		
Amount Previously Invoiced	\$ -	\$ 1,466,001.74
TOTAL AMOUNT DUE THIS ESTIMATE	\$ 83,137.76	\$ 83,137.76

100%

*DCM*

**FINAL**

**PAY ATTACHED INVOICE  
CLOSE P.O.**

PO# 20160814  
Project# RSF16005  
Tracking #  
ACCT# 3046.5056350.860679 \$ 79,465.84  
ACCT# 3046.5056350.860674 \$ 3711.92 \* KURT ST

DEPARTMENT OF PUBLIC WORKS  
APPROVAL FOR PAYMENT 6-20-16  
Project Manager  
Division Director  
Department Director

*SK 6/20/16*

*6/21/2016*

**D.A.B. CONSTRUCTORS, INC.**  
**P.O. BOX 1589 INGLIS, FL 34449**  
**INVOICE 601-5 FINAL**

**TO:** Public Works  
 LAKE COUNTY  
 323 North Sinclair Avenue  
 Tavares, FL 32778

Lake County PO # 20160814  
 ESTIMATE NO.: 5  
 PERIOD ENDING: 4/19/2016  
 DATE: June 8, 2016  
 DAB JOB NO.: 601

DESCRIPTION	UNIT	CONTRACT QUANTITY	UNIT Price	TOTAL	CURRENT QUANTITY	PERIOD AMOUNT	TOTAL QUANTITY	TO DATE AMOUNT	% Complete
<b>KURT STREET</b>				\$ -				\$ -	
FC 12.5 with Blender	SY	13565	\$ 7.50	\$ 101,737.50			13565.00	\$ 101,737.50	100%
Milling	SY	13565	\$ 1.47	\$ 19,940.55			13565.00	\$ 19,940.55	100%
6" Yellow Center Line	LF	5080	\$ 0.22	\$ 1,117.60			5080.00	\$ 1,117.60	100%
6" White Edge Line	LF	6080	\$ 0.22	\$ 1,326.60			4972.00	\$ 1,093.84	82%
Arrows	EA	6	\$ 21.00	\$ 126.00			3.00	\$ 63.00	50%
Stop Bar	EA		\$ 20.00	\$ -			0.00	\$ -	
Gore 18"	LF	132	\$ 0.63	\$ 83.16			0.00	\$ -	0%
CROSSWALK 12'-10"-PAINT	EA	1	\$ 127.00	\$ 127.00			1.00	\$ 127.00	100%
6" Yellow Center Line-Thermoplastic	LF	6170	\$ 0.75	\$ 4,627.50			5274.00	\$ 3,955.50	85%
6" White Edge Line-Thermoplastic	LF	7120	\$ 0.75	\$ 5,340.00			4972.00	\$ 3,729.00	70%
Arrows -Thermoplastic	EA	6	\$ 59.00	\$ 354.00			6.00	\$ 354.00	100%
Stop Bar-thermoplastic	EA		\$ 75.00	\$ -			0.00	\$ -	
Gore 18"-thermoplastic	LF	132	\$ 2.00	\$ 264.00			132.00	\$ 264.00	100%
SCHOOL MESSAGE-THERMOPLASTIC	EA	2	\$ 158.00	\$ 316.00			2.00	\$ 316.00	100%
CROSSWALK 12'-10"-THERMO	EA	1	\$ 260.00	\$ 260.00			1.00	\$ 260.00	100%
RPM	EA	167	\$ 4.50	\$ 751.50			167.00	\$ 751.50	100%
VMB	EA	14	\$ 75.00	\$ 1,050.00			0.00	\$ -	0%
				\$ -			0.00	\$ -	

