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Staff Summary

This ordinance provides for an Amendment to the Interlocal Service Boundary Agreement (ISBA) between The City of Umatilla and Lake County. The Amendment allows for approximately twelve (12) homes to connect to the Water System without paying impact fees, utilizing the County installed upgrades to the Water System as credit against the fees; and provides that Umatilla may annex properties which do not meet the requirements of F.S. 171.043, upon consent of the property owners as shown on the Amended Exhibit B.

ORDINANCE NO. 2013 - 12

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA, ADOPTING AMENDMENT TO THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF UMATILLA AND LAKE COUNTY DATED APRIL 5, 2011; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE.

WHEREAS, on April 5, 2011, Lake County and the City of Umatilla entered into an Interlocal Service Boundary Agreement (the "ISBA") which addressed land for future annexations into the City, County's agreement to vacate a portion of Skyline Drive, transfer of the South Umatilla Water System to the City, solid waste, transfer of County-owned property near the Umatilla Airport to the City, addressing standards and transportation; and

WHEREAS, the ISBA was adopted by Lake County Ordinance No. 2011-20 and the City of Umatilla Ordinance No. 2011-B; and

WHEREAS, Lake County and the City of Umatilla wish to amend the ISBA to allow for approximately twelve (12) homes to connect to the Water System without paying impact fees, utilizing the County installed upgrades to the Water System as credit against the fees and to allow the City of Umatilla to annex properties which do not meet the requirements of F.S. 171.043, upon consent of the property owners as shown on the Amended Exhibit B.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Lake County, Florida as follows:

Section 1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Adoption. The Lake County Board of County Commissioners hereby adopts the Amendment to the Interlocal Service Boundary Agreement between the City of Umatilla and Lake County, a copy of which is attached hereto as Exhibit A.

FILED
APR - 8 PM 3:08
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

1 **Section 3. Severability.** If any section, sentence, clause, or phrase of the Ordinance
2 is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
3 shall in no way affect the validity of the remaining portion of this Ordinance.
4

5 **Section 4. Effective.** This Ordinance shall become effective as provided for by
6 law.
7

8 **Section 5. Filing with the Department of State.** The clerk shall be and is
9 hereby directed forthwith to send a certified copy of this Ordinance to the Secretary of State for
10 the State of Florida.
11

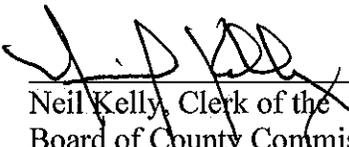
12
13
14 Enacted this 26th day of February, 2013.
15

16 Filed with the Secretary of State March 8, 2013.
17

18 Effective March 8, 2013.
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22

23
24 ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

25
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29 
30 Neil Kelly, Clerk of the
31 Board of County Commissioners
of Lake County, Florida

32 
33 Leslie Campione, Chairman

34
35 This 26th day of February, 2013.
36

37 Approved as to form and legality:

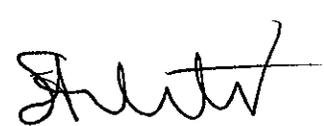
38
39 
40 Sanford A. Minkoff
41 County Attorney

Exhibit A

INTERLOCAL AGREEMENT

BETWEEN

LAKE COUNTY

AND

CITY OF UMATILLA

AMENDING

THE INTERLOCAL SERVICE BOUNDARY AGREEMENT

DATED APRIL 5, 2011

This is an agreement (the "Agreement") between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", by and through its Board of County Commissioners, and City of Umatilla, a municipal corporation located in Lake County, Florida, hereinafter referred to as "Municipality", by and through its City Council.

WITNESSETH:

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in the most efficient manner possible; and

WHEREAS, on April 5, 2011, County and Municipality previously entered into an Interlocal Service Boundary Agreement (the "ISBA"), which among other issues, provided for the upgrade of a water system that is currently being operated by County (the "Water System"), and

WHEREAS, as part of the ISBA, current customers of the Water System will be able to connect to the new Municipality lines being constructed by County without payment of impact fees, and

WHEREAS, during design of such Water System upgrade, Municipality requested that County upgrade some of the main distribution lines so that future needs of Municipality could be accommodated, and

WHEREAS, County installed such upgrades at a cost exceeding \$150,000.00, and

1 **WHEREAS**, during construction it was discovered that approximately twelve (12)
2 homes in the immediate area of the Water System were not actually connected to the Water
3 System, but were served by individual private wells, many of which were substandard, and

4 **WHEREAS**, County has requested that Municipality allow these additional homes to
5 connect to the Water System without paying impact fees, utilizing the County installed upgrades
6 as a credit against such fees, and

7 **WHEREAS**, Municipality is agreeable to allow such hookups, but wishes to require that
8 application for such connection be made within a set period of time; and

9 **WHEREAS**, the ISBA provides that Municipality may annex properties which do not
10 meet the requirements of F.S. 171.043, upon obtaining consent to annex from the property
11 owner(s) and/or registered voters as provided in F.S. 171.205(1), as are shown on Exhibit B to
12 the original ISBA; and

13 **WHEREAS**, Municipality wishes to amend the area as shown on the Exhibit attached
14 hereto adding properties and County is amenable to such amendment.

15 **NOW THEREFORE**, in consideration of the mutual covenants set forth in the
16 Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as
17 follows:

18 1. Recitals. The above recitals are true and correct and, by this reference, are hereby
19 incorporated into and made part an integral part of this Agreement.

20 2. South Umatilla Water System.

21 a. Municipality agrees to allow approximately twelve (12) residences (the “New
22 Users”) located adjacent to the new water lines being installed by County as provided in the
23 ISBA to be hooked up to the Water System without payment of impact fees. It is understood
24 that the number of residences is an approximation, but if there are more than twelve (12) such
25 residences, Municipality must approve such additional residences. In addition, in order to avail
26 themselves of this opportunity to connect to the Water System without payment of impact fees,
27 such connection must occur on or before March 1, 2013, unless a later date is approved by
28 Municipality.

29 b. Consideration for this Agreement shall be the installation of oversized capital
30 water lines by County as part of the Water System upgrade. County shall communicate to such

1 residences the terms and conditions of this Agreement, and shall take steps to aid such residents
2 in connecting to the Water System.

3 c. The provisions of the ISBA such as the waiver of deposit, surcharge, and County
4 guarantee of payment of water charges shall apply to any residence which connects to the Water
5 System as allowed by this Agreement. In that regard, Municipality shall not charge the
6 additional twelve (12) customers the Municipality's standard deposit of \$150.00; provided,
7 however, that the County shall guarantee the payment of past due utility accounts for the twelve
8 (12) additional customers for a period of two (2) years from the date of transfer and acceptance
9 of the Water System by Municipality. Further, City shall not charge the twelve (12) additional
10 customers for the City's twenty-five percent (25%) surcharge that City charges for all customers
11 in the unincorporated area for a period of five (5) years from the date of transfer and acceptance
12 of the Water System by Municipality. At the end of such five (5) years, all current customers
13 shall be subject to the surcharge.

14 3. Annexation by Umatilla. Exhibit B of the original April 5, 2011 ISBA is hereby
15 amended as shown in the Exhibit, attached hereto and also identified as "Amended Exhibit B".

16 4. Incorporation. All provisions of the ISBA shall remain in full force and effect,
17 and this Agreement is supplemental to the ISBA. To the extent that there is conflict between this
18 Agreement and the ISBA, the terms of this Agreement shall control.

19 5. Notices. All notices, demands, or other writings required to be given or made or
20 sent in this Agreement, or which may be given or made or sent, by either party to the other, shall
21 be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
P.O. Box 7800
Tavares, FL 32778-7800

MUNICIPALITY

City Manager
1 South Central Avenue
P.O. Box 2286
Umatilla, FL 32784-2286

22
23 6. Binding Agreement. This Agreement may not be modified or terminated except as
24 provided herein. If any provision herein is invalid, it shall be considered deleted therefrom, and
25 shall not invalidate the remaining provisions.

26 7. Modification. No modification, amendment or alteration of the terms or conditions
27 contained herein shall be effective unless contained in a written document executed by the

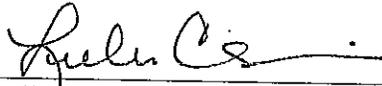
parties hereto, with the same formality, and of equal dignity herewith.

8. Effective Date. This Agreement shall become effective upon the passage of an ordinance by County and passage of an ordinance by Municipality. If either County or Municipality fails to adopt an ordinance, this Agreement shall be void.

9. Filing. Pursuant to F.S. 163.01(11), this Agreement shall be filed with the Clerk of the Circuit Court of Lake County, Florida within five (5) days after the effective date.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the 26th day of FEBRUARY, 2013 and Municipality, duly authorized to execute same by action on the 14th day of FEBRUARY, 2013.

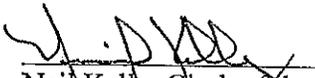
**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**



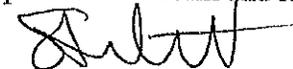
Leslie Campione, Chairman

This 26th day of February, 2013.

ATTEST:

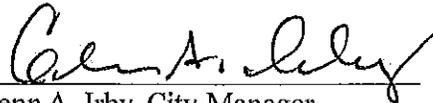

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:


Sanford A. Minkoff, County Attorney

Interlocal Agreement Between Lake County and City of Umatilla Amending the ISBA dated April 5, 2011.

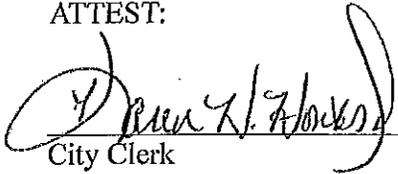
CITY OF UMATILLA FLORIDA



Glenn A. Irby, City Manager

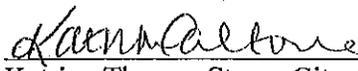
This 21st day of February, 2013.

ATTEST:



Dawn K. Howell
City Clerk

Approved as to form and legality:



Katrina Thomas Stone, City Attorney

EXHIBIT B

