RESOLUTION NO. 2010-004

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO THE TOWN’S UTILITY SERVICE DISTRICT; APPROVING THE INTERLOCAL AGREEMENT RESOLVING THE UTILITY SERVICE DISTRICT BOUNDARY OVERLAP; AUTHORIZING AND DIRECTING THE MAYOR AND TOWN CLERK TO EXECUTE AND DELIVER THE INTERLOCAL AGREEMENT RESOLVING THE UTILITY SERVICE DISTRICT BOUNDARY OVERLAP TO THE CITY OF GROVELAND; PROVIDING AN EFFECTIVE DATE.


Whereas, the boundaries of Howey-in-the-Hill’s utility service district presently overlaps the City of Groveland’s utility service district.

Whereas, the Town has prepared an Interlocal Agreement to resolve the utility service district boundary line overlap between the Town of Howey-in-the-Hills and the City of Groveland.

Now, therefore, be it resolved by the Town Council of the Town of Howey-in-the-Hills, Florida, as follows:

Section 1. The foregoing recitals are incorporated herein by reference and made a part hereof.

Section 2. The Town Council of the Town of Howey-in-the-Hills hereby approves the Interlocal Agreement Resolving the Utility Service District Boundary Overlap attached hereto as Attachment A.

Section 3. The Town Council of the Town of Howey-in-the-Hills hereby authorizes and directs the Town Mayor and the Town Clerk to execute and deliver the Interlocal Agreement Resolving the Utility Service District Boundary Overlap in substantially the form presented to the Town Council to the City of Groveland, and authorizes and directs the Mayor to take any further actions necessary to work with the City of Groveland regarding the Interlocal Agreement.

This resolution shall become effective immediately upon its adoption by the Town Council.

Resolved this 26 day of April, 2010, by the Town Council of the Town of Howey-in-the-Hills, Florida.

Chris Sears, Mayor
Town of Howey-in-the-Hills, Florida

ATTEST:

Brenda Brasher, Town Clerk

TOWN OF HOWEY IN THE HILLS
P.O. BOX 128
HOWEY IN THE HILLS, FL 34737
ATTACHMENT A

Interlocal Agreement Resolving the Utility Service District Boundary Overlap
INTERLOCAL AGREEMENT RESOLVING
the
UTILITY SERVICE DISTRICT BOUNDARY OVERLAP

This Agreement is made between the Town of Howey-in-the-Hills, a Florida municipal corporation, "Howey-in-the-Hills", and the City of Groveland, a Florida municipal corporation, "Groveland".

Recitals

Whereas, pursuant to Section 163.01 of the Florida Statutes, local governmental units are encouraged to make the most efficient use of their powers by cooperating with other local governmental units.

Whereas, both Howey-in-the-Hills and Groveland have created exclusive utility service districts by duly enacted ordinances, adopted pursuant to home rule authority and Chapter 180 of the Florida statutes.

Whereas, the boundaries of the exclusive utility service districts presently overlap at the north section line of Sections 8, 9, 10 and 11, Township 21 South, Range 25 East.

Whereas, after considerable discussion, review, and debate, both Howey-in-the-Hills and Groveland desire to resolve and settle all issues pertaining to the overlapping utility service district boundaries.

Accordingly, in consideration of the above-stated Recitals, the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties agree as follows:

Terms

Section 1. Recitals. The above Recitals are true and correct and are hereby incorporated in this Agreement as a material part thereof.

Section 2. Utility Service District Areas.

(1) Howey-in-the-Hills and Groveland do hereby understand, acknowledge and agree that their respective utility service districts, adopted and established pursuant to Chapter 180, Florida Statutes, shall henceforth, to the extent applicable, be bounded in the south as to the Town of Howey-in-the-Hills and in the north as to the City of Groveland, by a boundary line located in Lake County, Florida and described as follows:

From the intersection of the westerly right of way line of State Road No.19 and the north line of Section 11, Township 21 South, Range 25 East, run west along the north line of Sections 11, 10, 9 and 8, Township 21 South, Range 25 East to the northwest corner of the northeast quarter of Section 8, Township 21 South, Range 25 East.
(2) Simultaneously with the execution of this Agreement, Howey-in-the-Hills shall amend Ordinance No. 2003-307 and the description of the utility service district established therein, to conform the southern boundary of the Town of Howey-in-the-Hills utilities service district to the southern boundary line described above.

(3) The Parties hereby incorporate as a material part of this Agreement, the maps of their exclusive utility service districts. Howey-in-the-Hills’ amended utility service district map is attached hereto as Attachment A, and Groveland’s utility service district map is attached hereto as Attachment B.

(4) Each Party agrees that it shall honor the other Parties’ service area boundary lines as specified on the maps attached hereto, and shall not offer to serve or provide service in the other Parties’ exclusive water and wastewater service areas as depicted on the maps without the express written consent of the other.

Section 3. Public Hearing. A public hearing with due public notice has been held by both parties prior to the approval of this Agreement and as set forth in Section 163.3171(3), Florida Statutes.

Section 4. Authority to Enter Into this Agreement. In executing this Agreement, the Parties are involving and utilizing the authority granted pursuant to both Section 163.01, Florida Statutes, (the “Florida Interlocal Cooperation Act of 1969”); the provisions of Part II, Chapter 163, Florida Statutes; and home rule powers of the parties as set forth in Article VIII of the Constitution of the State of Florida and Chapter 166 of the Florida Statutes. Notwithstanding anything to the contrary, the Parties agree that this Agreement is valid, binding, and enforceable, and each Party warrants to the other Party that it has the requisite power and authority to be bound by this Agreement.

Section 5. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when: (a) hand delivered to the official hereinafter designated; or (b) upon receipt of such notice when mailed by certified U.S. mail, postage prepaid, return receipt requested, addressed to a party at the address set forth opposite the party’s name below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

To the Town of Howey-in-the-Hills:
The Mayor of Howey-in-the-Hills  
Town of Howey-in-the-Hills  
101 N. Palm Avenue  
Howey-in-the-Hills, Florida 34737

With a copy to:  
Heather M. Blom-Ramos  
Town Attorney  
Town of Howey-in-the-Hills  
GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

To the City of Groveland:
City Manager
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

With a copy to:
Anita Geraci
City Attorney
City of Groveland
156 S. Lake Avenue
Groveland, Florida 34736

Section 6. Merger. The Parties acknowledge, understand and agree that this Interlocal Agreement shall supersede and merge all prior negotiations and agreements between the parties regarding utility services within areas set forth in the attached maps, and the covenants and conditions set forth in this Interlocal Agreement are intended to represent the entire agreement between the Parties regarding utility services and utility service districts and the related matters discussed herein.

Section 7. Effective Date. Upon full execution of this Agreement by the Parties, Howey-in-the-Hills shall file a certified copy of this Agreement with the Clerk of the Circuit Court for Lake County pursuant to Section 163.01 of the Florida Statutes. This Agreement shall be effective upon filing with the Clerk of the Circuit Court Lake County.

Section 8. Venue. The venue for all lawsuits brought by either Party hereto involving any dispute, controversy, or claim arising out of or in connection with this Agreement shall be brought in the Circuit Court of Lake County, Florida.

Section 9. Severability. If any provision or portion of this Agreement is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Agreement shall remain in full effect.

DATED this 7th day of JUNE, 2010.

CITY OF GROVELAND, FLORIDA
By: City Council

ATTEST:

By: Richard Smith, Mayor

Teresa Begley, City Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of JUNE, 2010, by RICHARD M. SMITH AND _______________ on behalf of the City of Groveland,
Florida, a Florida municipal corporation. They are personally known to me or who have produced as identification and did (did not) take an oath.

My Commission Expires: 12/29/2013

Notary Public, State of Florida

Name Typed or Printed

DATED this ______________ day of ______________, 2010.

TOWN OF HOWEY-IN-THE-HILLS, FLORIDA
By: Town Council

By: ________________
Chris Sears, Mayor

ATTEST:

Brenda Brasher, Town Clerk

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 7th day of July, 2010, by Chris Sears AND Brenda Brasher on behalf of the Town of Howey-in-the-Hills, Florida, a Florida municipal corporation. They are personally known to me or who have produced __________________________ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public, State of Florida

Name Typed or Printed
ATTACHMENT A

HOWEY-IN-THE-HILLS
AMENDED UTILITY SERVICE DISTRICT MAP
ATTACHMENT B

GROVELAND’S UTILITY SERVICE DISTRICT MAP