


MEMORANDUM

TO: Honorable Mayor and City Council Members

FROM: Paul Johnson – Public Works Director 

DATE: October 14, 2008

SUBJECT: Resolution 502-08 Sidewalk Maintenance Agreement with FDOT

STRATEGIC PLAN TRACKING NUMBER: G4-OB3

PURPOSE: To seek City Council authorization for the Interim City Manager to execute a Sidewalk Facility Maintenance Memorandum of Agreement with the State of Florida Department of Transportation.

BACKGROUND: The Florida Department of Transportation periodically has funding available for Local Agency Projects. The most recent example of this type project is the new sidewalk that was constructed along Sparkman Avenue providing a “feeder” to the new schools. The current project involves constructing a sidewalk along the west side of South Leavitt Avenue from East Ohio Avenue to Rhode Island Avenue. Since this sidewalk will be constructed within Orange City limits and wholly in an Orange City right-of-way, FDOT expects Orange City to assume ownership of the sidewalk upon completion of construction. Along with the “ownership” Orange City will be expected to maintain the walk.

Before construction can begin, we must enter into an agreement with FDOT for the maintenance of the sidewalk.

RECOMMENDATION: Staff recommends City Council approve Resolution 502-08.

RESOLUTION NO. 502-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE MAINTENANCE OF A SIDEWALK TO BE CONSTRUCTED ON THE WEST SIDE OF SOUTH LEAVITT AVENUE BETWEEN EAST OHIO AVENUE AND RHODE ISLAND AVENUE; DIRECTING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The State of Florida Department of Transportation and the City of Orange City desire to facilitate the Leavitt Avenue Sidewalk Project; and

WHEREAS, The State of Florida Department of Transportation has requested the City of Orange City to execute and deliver to the State of Florida Department of Transportation the Sidewalk Facility Maintenance Memorandum of Agreement for the aforementioned project, FPN 415499-1-58-01; and

NOW, THEREFORE, BE IT RESOLVED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA:

SECTION 1. The City Council of the City of Orange City, Florida hereby authorizes the Interim City Manager to execute and deliver to the State of Florida Department of Transportation the Sidewalk Facility Maintenance Memorandum of Agreement for the project FPN 415499-1-58-01; and

SECTION 3. The Orange City City Council directs the City Clerk to provide a copy of this Resolution to the State of Florida Department of Transportation District Five.

SECTION 4. That this resolution shall take effect immediately upon its adoption by the City Council of the City of Orange City, Florida.

ROLL CALL VOTE AS FOLLOWS:

| | | | |
|--------------------------|-------|------------------------------|-------|
| Jim Mahoney | _____ | Donald C. Sherrill | _____ |
| Donald Sandford | _____ | Tom Abraham | _____ |
| Tom Laputka | _____ | Jeff H. Allebach, Vice Mayor | _____ |
| Harley Strickland, Mayor | _____ | | |

ADOPTED THIS _____ DAY OF _____, 2008.

ATTEST:

AUTHENTICATED:

Deborah J. Renner, CMC, City Clerk

Harley Strickland, Mayor

This Resolution approved
as to form and legal sufficiency:

W. E. Reischmann, City Attorney



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

719 South Woodland Boulevard
DeLand, FL 32720-6834

STEPHANIE C. KOPELOUSOS
SECRETARY

September 23, 2008

Mr. Paul Johnson
Public Works Director
City of Orange City
205 East Graves Avenue
Orange City, Florida 32763

Dear Mr. Johnson:

SUBJECT: Leavitt Avenue Sidewalk Maintenance

As you are aware, Volusia County will be constructing the sidewalk along the west side of Leavitt Avenue from East Ohio Avenue to Rhode Island Avenue for the City of Orange City under a **Local Agency Program Agreement**.

If this sidewalk was located on a Volusia County road, the County would be responsible for the continued maintenance of the sidewalk after construction. However, because Leavitt Avenue is a City-owned street, the City has agreed to maintain this facility after it is constructed. Enclosed are two original copies of the **Sidewalk Facility Maintenance Memorandum of Agreement**, which includes a Resolution (Exhibit "A") adopting the Agreement for this project.

Please execute and return both copies of this Agreement to me. One fully executed copy of the **Sidewalk Facility Maintenance Memorandum of Agreement** will be returned to you after the Department has fully executed the Agreement. If you have any questions, please call me at 386/943-5466.

Sincerely,

Tom Moscoso
Local Agency Program Administrator
Florida Department of Transportation, District 5

enclosures

cc: Jerry Brinton, Volusia County

**CITY OF ORANGE CITY AND
FLORIDA DEPARTMENT OF TRANSPORTATION
SIDEWALK FACILITY MAINTENANCE
MEMORANDUM OF AGREEMENT**

Financial Project Number: 415499-1-58-01

Federal Number: 4224-046-C

THIS AGREEMENT, entered into this _____ day of _____, 2_____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT" and the City of Orange City, a municipality incorporated under the laws of the State of Florida, hereinafter called the "LOCAL GOVERNMENT."

WITNESSETH

WHEREAS, the DEPARTMENT, pursuant to a Local Agency Program Agreement with Volusia County, has agreed to establish a Sidewalk Facility along the west side of Leavitt Avenue between East Ohio Avenue and Rhode Island Avenue; the total project length is 0.371 miles, hereinafter called the "FACILITY"; and

WHEREAS, the parties hereto recognize the need for entering into an Agreement designating and setting forth the responsibilities associated with the maintenance of the FACILITY; and

WHEREAS, the LOCAL GOVERNMENT by resolution Number _____, dated the _____ day of _____, 20_____, attached hereto as Exhibit "A," which by reference hereto will become a part thereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The LOCAL GOVERNMENT shall be responsible to maintain the sidewalk that is described above. The LOCAL GOVERNMENT'S area of maintenance responsibility shall be the entire sidewalk area. Maintenance shall be undertaken on an as-needed basis, but in no event less than quarterly inspections, with repairs and replacement as necessary. The primary contact of the LOCAL GOVERNMENT for this Agreement is: _____
_____ (include telephone number and e-mail address).

2. If, at any time while the terms of this Agreement are in effect, it will come to the attention of the DEPARTMENT'S District Director of Transportation Operations, District Five, that the

LOCAL GOVERNMENT'S responsibility, as established herein or a part thereof, is not being properly accomplished pursuant to the terms of this Agreement, said District Director of Operations, District Five, may, at his/her option, issue a written notice by certified letter to the LOCAL GOVERNMENT that a deficiency(s) exists to place the LOCAL GOVERNMENT on notice thereof.

Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiency(s). If said deficiency(s) is not corrected within this time period, the DEPARTMENT may correct the deficiency(s) with the DEPARTMENT'S or the contractor's personnel and invoice the LOCAL GOVERNMENT for reasonable costs incurred.

3. This Agreement or any part thereof is subject to termination only upon mutual agreement of the parties hereto.

4. The term of this Agreement commences on the date of the DEPARTMENT'S acceptance of completion of the FACILITY and will continue for the useful life of the FACILITY.

5. All work done within the FACILITY limits will be accomplished in accordance with the *Department of Transportation Manual on Uniform Traffic Control Devices* and safe practices for streets and highway construction.

6. This Agreement is non-transferable and non-assignable in whole or in part without the written consent of the DEPARTMENT. However, both parties agree that the property owner(s) may perform maintenance on the FACILITY in conjunction with normal maintenance, mowing, and landscaping operations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT
ORANGE CITY

By: _____

By: _____

Name:

Name:

Title: Director of Operations

Title:

Attest: _____

Attest: _____

Date: _____

Date: _____

As to form:

As to form:

By: _____

By: _____

Attorney

Attorney

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FLORIDA DEPARTMENT OF TRANSPORTATION
SIDEWALK FACILITY MAINTENANCE
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT
ORANGE CITY

By: _____

Name:

Title: Director of Operations

By: _____

Name:

Title:

Attest: _____

Attest: _____

Date: _____

Date: _____

As to form:

As to form:

By: _____

Attorney

By: _____

Attorney