

**INTERLOCAL AGREEMENT BETWEEN  
SEMINOLE COUNTY AND CITY OF LAKE MARY  
LAKE MANAGEMENT OF WEST CRYSTAL LAKE**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as “**COUNTY**”, and the **CITY OF LAKE MARY**, a municipal corporation, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as “**CITY**”.

**W I T N E S S E T H:**

**WHEREAS**, pursuant to Chapter 163, Florida Statutes, local governments are encouraged to cooperate on the basis of mutual advantage to provide services that will influence the needs of local communities; and



**WHEREAS**, the parties are concerned and interested in the timely and adequate provision of lake management services, consisting of aquatic weed control using chemical, mechanical and biological methods and any other services deemed necessary by **COUNTY** to improve lake conditions (“Lake Management Services”), to West Crystal Lake located in the political boundaries of the **CITY**; and

**WHEREAS**, West Crystal Lake is hydraulically connected to other waterbodies in unincorporated Seminole County and as such, the remediation of undesirable lake conditions within West Crystal Lake will work to improve water quality conditions in the interconnected lakes in unincorporated Seminole County; and

**WHEREAS**, West Crystal Lake has aquatic conditions which yield an essential need for inter-related lake management measures to secure optimal aquatic conditions in West Crystal Lake; and

**WHEREAS**, CITY, at the request of residents surrounding West Crystal Lake, contacted COUNTY and requested that the COUNTY establish and manage a municipal service benefit unit (MSBU) to fund lake management on West Crystal Lake; and

**WHEREAS**, the provision of Lake Management Services to West Crystal Lake will specially benefit lakefront properties owned by the CITY, privately owned lakefront properties, and properties with right of use of West Crystal Lake, all within the boundaries of the City of Lake Mary; and

**WHEREAS**, Section 125.01, F.S. grants COUNTY the authority to establish municipal service benefit units in unincorporated areas of Seminole County and within incorporated areas if the governing body of the affected municipality gives consent via ordinance; and

**WHEREAS**, CITY adopted Ordinance No. 1725, on May 7, 2026 granting the COUNTY consent to establish the West Crystal Lake MSBU over the properties listed in Exhibit “A”, Assessment Boundary, attached hereto and incorporated herein by reference; and

**WHEREAS**, CITY has voluntarily agreed to be included in the West Crystal Lake MSBU for CITY owned lakefront properties, as listed in Exhibit “B” (“City Properties”).

**NOW THEREFORE**, in consideration of mutual understandings and agreements set forth herein, COUNTY and CITY agree as follows:

**Section 1. Recitals.** The recitals above are true and correct and form a material part of this Agreement.

**Section 2. Purpose.** The purpose of this Agreement is to establish the terms and conditions for Lake Management Services on West Crystal Lake for the special benefit of

properties located on West Crystal Lake and those properties with the right of use of West Crystal Lake.

**Section 3. Term.** This Agreement shall commence and become effective upon the date of last execution of this Agreement by the parties and shall be for a period of one (1) year thereafter. This Agreement shall automatically be renewed thereafter for successive periods not to exceed one (1) year each, unless earlier terminated as provided herein. However, this Agreement may not be terminated and shall continue in full force and effect until such time as the CITY Ordinance referenced in Section 5(b) is repealed.

**Section 4. Obligations of COUNTY.**

(a) COUNTY shall be responsible for coordination and preparation of all plans, specifications, and other professional services necessary to establish a management program, facilitate necessary inspections and provide ongoing Lake Management Services for West Crystal Lake (“Lake Management Plan”).



(b) COUNTY shall be responsible for establishing and governing an MSBU for Lake Management Services on West Crystal Lake and for assessing benefitted property cost share allocations according to an annual budgeted amount established by COUNTY.

(c) The COUNTY shall determine the benefit units attributable to each of the properties listed in Exhibit “A” and shall determine the annual cost per benefit unit. The cost per benefit unit will be adjusted on an annual basis based on the actual cost of the Lake Management Services being provided, the Lake Management Program’s staff time expended, and the administrative fee charged. A one-time initial start up fee of \$10,000.00 will be charged to the West Crystal Lake MSBU for the cost of the Lake Management Program’s time expended in organizational and informational meetings, lake assessment, lake mapping, depth analysis,

vegetation analysis, testing, on-site review, contractor coordination, and any other services required to establish the lake management plan for West Crystal Lake.

(d) COUNTY shall invoice CITY on an annual basis for the City Properties listed in Exhibit “B”, attached hereto and incorporated herein. CITY will be annually assessed a total of 4.5 benefit units for the City Properties. For the sake of clarity, the CITY’s assessment for the City Properties shall include the CITY’s proportionate share of the \$10,000.00 initial start up fee identified in Section 4(c) above. In addition, CITY will pay \$5,000.00 annually toward the cost of Lake Management Program’s staff time expended (“Separate LMP Contribution”). The Separate LMP Contribution shall be included in the invoice issued by COUNTY to CITY. If and when Seminole County begins charging the other lake management MSBU’s in Seminole County for the costs associated with Lake Management Program’s staff time, the Separate LMP Contribution shall cease and the amount of the Separate LMP Contribution shall be divided equally amongst all benefit units in the West Crystal Lake MSBU.


**Section 5. Obligations of CITY.**

(a) CITY grants consent to COUNTY to include West Crystal Lake waterfront properties and waterfront-associated properties located within the municipal boundary of the CITY as listed in Exhibit A, Assessment Boundary, in the West Crystal Lake MSBU.

(b) CITY adopted Ordinance No. 1725, on May 7, 2026, granting the COUNTY consent to levy the West Crystal Lake MSBU non-ad valorem assessments, as deemed appropriate through the West Crystal Lake MSBU process, on the properties listed in Exhibit “A” and to collect the non-ad valorem assessments according to the uniform method beginning with Tax Year 2026 (“Ordinance”). The Ordinance also granted consent to COUNTY to include the City Properties in the West Crystal Lake MSBU along with the privately owned properties listed in Exhibit “A”. CITY shall ensure the Ordinance remains in effect for the duration of this Agreement and/or

through the assessment commitment period associated with financed expenses and expenses incurred or under contract prior to notification of request to terminate this Agreement. Repeal of the Ordinance shall render this Agreement null and void.

(c) CITY agrees to be assessed at the same rate as other benefitted properties within the West Crystal Lake MSBU for the City Properties. CITY will be annually assessed a total of 4.5 benefit units for the City Properties. CITY consents to the cost per benefit unit being adjusted on an annual basis, consistent with the West Crystal Lake MSBU assessment, based on the actual cost of the Lake Management Services being provided, the staff time expended and the administrative fee charged. In addition, CITY consents to paying the Separate LMP Contribution on the terms set forth in Section 4(d).

(d) As provided in Section 4(d), COUNTY will invoice CITY on an annual basis for the assessment owed for the City Properties as well as the Separate LMP Contribution, if any. CITY's payment of the invoice to COUNTY  must be made within 45 days of receipt of the invoice. All payment should be made payable to the Seminole County Board of County Commissioners and mailed to the Seminole County's MSBU Program at the address listed in Section 9.

**Section 6. Termination.** This Agreement may be terminated by either party at any time, with or without cause, upon not less than ninety (90) days written notice delivered to the other party, only after the CITY Ordinance referenced in Section 5(b) is repealed.

**Section 7. Indemnification.** Neither party to this Agreement, its officers, employees, and agents shall be deemed to assume any liability for the acts, omissions and negligence of the other party, its officers, employees, and agents.

**Section 8. Assignments.** Neither party to this Agreement shall assign this Agreement nor any interest arising herein without the written consent of the other.

**Section 9. Notices.** Whenever either party desires to give notice unto the other, notice shall be sent to:

**For COUNTY:**

MSBU Program Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**For CITY:**

City of Lake Mary  
Attn: City Manager  
100 North Country Club Road  
Lake Mary, Florida 32746

Either party to this Agreement may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**Section 10. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted.

**Section 11. Amendment and Waiver.** Neither this Agreement nor any portion of it may be modified or waived orally. The provisions of this Agreement may be amended or waived only pursuant to an instrument in writing, approved by COUNTY and CITY, and jointly executed by such parties. Either COUNTY or CITY shall have the right, but not the obligation, to waive any right or condition intended for the benefit of such party without being deemed to have waived any other rights. Such waiver shall be valid only if expressly granted in writing as set forth above.

**Section 12. Third Party Beneficiary.** This Agreement is binding upon and solely for the benefit of COUNTY and CITY, and no right or cause of action shall accrue upon or by reason hereof to the benefit of any third party. Nothing in this Agreement is intended or shall be construed

to confer upon or give any person, corporation or governmental entity or agency, other than COUNTY and/or CITY, any right, remedy or claim under or by reason of this Agreement or any provisions hereof.

**Section 13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the dates written below.

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
AMBER BRANTON, City Clerk

By: \_\_\_\_\_  
DAVID MEALOR, Mayor

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency.



\_\_\_\_\_  
DARREN J. ELKIND, City Attorney

*[Signatures and attestations continued on following page.]*

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
ANDRIA HERR, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the  
Board of County Commissioners at their  
\_\_\_\_\_, 20\_\_\_\_ regular  
meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney



Attachment:

- Exhibit A – Assessed Properties
- Exhibit B- City Properties

## EXHIBIT "A"

| <u>PARCEL</u>     | <u>PROPERTY ADDRESS</u>                    |
|-------------------|--|
| 09203030002900000 | 271 LAKE SHORE DR LAKE MARY, FL 32746      |
| 0920305020000013A | 253 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000120 | 251 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000110 | 233 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000100 | 225 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000090 | 219 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000080 | 213 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000070 | 209 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000060 | 203 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000040 | 195 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000030 | 191 RIDGE RD LAKE MARY, FL 32746           |
| 09203050200000020 | 187 RIDGE RD LAKE MARY, FL 32746           |
| 0920305100C000000 | 350 CRYSTAL RIDGE WAY LAKE MARY, FL 32746  |
| 0820305AL01000040 | 336 TRUE PL LAKE MARY, FL 32746            |
| 0820305AL05000040 | NO PHYSICAL PROPERTY ADDRESS               |
| 0820305AL05000220 | 300 TRUE PL LAKE MARY, FL 32746            |
| 0820305AL09000140 | 139 W FLOYD AVE LAKE MARY, FL 32746        |
| 0820305AL09000280 | 144 W ALMA AVE LAKE MARY, FL 32746         |
| 0820305AL16000000 | 154 W LAKE MARY AVE LAKE MARY, FL 32746    |
| 0820305AL20000040 | 214 N 4TH ST LAKE MARY, FL 32746           |
| 0820305AL20000220 | 184 W WILBUR AVE LAKE MARY, FL 32746       |
| 0820305AL24000300 | 200 N 5TH ST LAKE MARY, FL 32746           |
| 0820305AL24000280 | 202 N 5TH ST LAKE MARY, FL 32746           |
| 0820305AL24000240 | 216 W CRYSTAL LAKE AVE LAKE MARY, FL 32746 |
| 0820305AL24000120 | 228 W CRYSTAL LAKE AVE LAKE MARY, FL 32746 |

|                   |  |
|-------------------|--|
| 0820305AL24000040 | 238 W CRYSTAL LAKE AVE LAKE MARY, FL 32746 |
| 0820305AL34000160 | 233 W CRYSTAL LAKE AVE LAKE MARY, FL 32746 |
| 0820305AL34000350 | 258 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 0820305AL34000320 | NO PHYSICAL ADDRESS                        |
| 0820305AL34000290 | NO PHYSICAL ADDRESS                        |
| 0820305AL43000080 | 275 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 0820305AL34000230 | NO PHYSICAL ADDRESS                        |
| 0820305AL34000190 | NO PHYSICAL ADDRESS                        |
| 0820305AL33000340 | 306 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 0820305AL33000320 | 310 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 082030503330000F0 | 320 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 082030503330000A0 | 336 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 082030503320000F0 | 350 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 08203030002400000 | NO PHYSICAL ADDRESS                        |
| 08203030002200000 | 384 TERRY LN LAKE MARY, FL 32746           |
| 08203030002300000 | 390 TERRY LN LAKE MARY, FL 32746           |
| 082030300023A0000 | 398 TERRY LN LAKE MARY, FL 32746           |
| 08203030001700000 | 198 9TH ST LAKE MARY, FL 32746             |
| 08203030001600000 | 414 W LAKEVIEW AVE LAKE MARY, FL 32746     |
| 08203030002100000 | 420 GEHR LN LAKE MARY, FL 32746            |
| 08203050109000000 | 430 GEHR LN LAKE MARY, FL 32746            |
| 08203050105000040 | 456 GEHR LN LAKE MARY, FL 32746            |
| 08203050105000020 | 464 GEHR LN LAKE MARY, FL 32746            |
| 08203050105000010 | 470 GEHR LN LAKE MARY, FL 32746            |

## EXHIBIT "B"

PARCEL

PROPERTY ADDRESS

0820305AL13000000

LAKE MARY EVENTS CENTER

260 N COUNTRY CLUB RD LAKE MARY, FL 32746

08203050329000000

MARGARET WESLEY PARK

195 PARK PL LAKE MARY, FL 32746