

## PUBLIC WORKS DEPARTMENT • ROADS & DRAINAGE DIVISION DEODAT BUDHU, P.E., Manager

4200 South John Young Parkway Orlando, Florida 32839-9205 407-836-7958 Fax 407-836-7839 E-mail: deodat.budhu@ocfl.net

October 17, 2019

Bob Francis, ICMA-CM City Manager City of Belle Isle 1600 Nela Avenue Belle Isle, FL 32809

Subject:

Interlocal Agreement with the City of Belle Isle for the Jurisdictional Transfer of portions of McCoy Road, Frontage Road, Seminole Drive, Daetwyler Drive and Judge Road.

Dear Mr. Francis:

Please find attached Interlocal Agreement (Agreement) between Orange County (County) and the City of Belle Isle (City) for the jurisdictional transfer of portion of McCoy Road, Frontage Road, Seminole Drive, Daetwyler Drive and Judge Road from the County to the City, per attached map.

Please review the attached Agreement. If the City has any comments or recommended changes, please return to the County for further consideration.

Should you have no changes to the Agreement, please forward to your City Council for their approval. Once approved by the City Council, return original Agreement to Orange County, attention to Mr. George Shupp, Assistant Project Manager, for the Board of County Commissioners approval.

If you have any questions please contact George Shupp, Assistant Project Manager, at (407) 836-7903.

Sincerely,

Deodat Budho

Deodat Budhu, P.E., Manager Roads and Drainage Division

DB/GS/dr

Attachment

Chris Testerman, Deputy County Administrator, County Administration Diana M. Almodovar, P.E., Interim Director, Public Works Department Joel D. Prinsell, Deputy County Attorney, County Attorney's Office Maricela Torres, P.E., Assistant Manager, Roads & Drainage Division Mehul J. Parekh, P.E., Chief Engineer, Roads & Drainage Division Hitesh Barde, P.G., GISP, Project Manager, Roads & Drainage Division George Shupp, Assistant Project Manager, Roads & Drainage Division

#### INTERLOCAL AGREEMENT

between

### ORANGE COUNTY, FLORIDA

and

## CITY OF BELLE ISLE, FLORIDA

regarding the

# TRANSFER OF JURISDICTION OF PORTIONS OF McCOY ROAD, FRONTAGE ROAD, SEMINOLE DRIVE, DAETWYLER DRIVE AND JUDGE ROAD

Approved by the Orange County Board of County Commissioners	
	, 2019
Approved by t	he City of Belle Isle
	2019

# INTERLOCAL AGREEMENT between ORANGE COUNTY, FLORIDA and CITY OF BELLE ISLE, FLORIDA

regarding the

# TRANSFER OF JURISDICTION OF PORTIONS OF McCOY ROAD, FRONTAGE ROAD, SEMINOLE DRIVE, DAETWYLER DRIVE AND JUDGE ROAD

THIS INTERLOCAL AGREEMENT is made and entered into by and between Orange County, Florida, a Charter County and political subdivision of the State of Florida ("County"), and the City of Belle Isle, Florida, a municipal corporation created and existing under the laws of the State of Florida ("City").

#### RECITALS

WHEREAS, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into an agreement with another governmental entity or agency for joint performance, or performance by one unit on behalf of the other, of any of either entity's or agency's authorized functions;

WHEREAS, the City has authority pursuant Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, the County and the City have authority pursuant to Section 163.01, Florida Statutes, to enter into interlocal agreements;

WHEREAS, all roads that are open and available for use by the public and dedicated to public use, according to law or by prescription, are declared to be and established as, pursuant to

Section 335.01(1), Florida Statutes, public roads;

WHEREAS, a "road" is defined by Section 334.03(23), Florida Statutes, as "a way open to travel by the public, including, but not limited to, a street, highway, or alley. The term includes associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges, tunnels, and viaducts....";

WHEREAS, the term "road" as defined be Section 334.03(23), Florida Statutes, also implicitly includes, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs) within the right-of-way;

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into the following four systems: (1) the "county road system"; (2) the "city street system"; (3) the "State Highway System"; and (4) the "State Park Road System";

WHEREAS, the "county road system" is defined by Section 334.03(8), Florida Statutes, as "all collector roads in the unincorporated areas of a county and all extensions of such collector roads into and through any incorporated areas, all local roads in the unincorporated areas, and all urban minor arterial roads not in the State Highway System";

WHEREAS, the "city street system" is defined by Section 334.03(3), Florida Statutes, as "all local roads within a municipality, and all collector roads inside that municipality, which are not in the county road system";

WHEREAS, pursuant to Section 335.0415(2), Florida Statutes, any change of the jurisdiction of a public road after July 1, 1995, that is a part of a county road system or a city street system is governed by Section 335.0415(3), Florida Statutes;

WHEREAS, pursuant to Section 335.0415(3), Florida Statutes, subsequent to July 1, 1995, public roads within the respective road systems of a county or a city may be transferred between those jurisdictions only by mutual agreement of those local governmental entities;

WHEREAS, the City desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the local road known as McCoy Road from the easterly right-of-way line of Via Flora to the easterly right-of-way line of Daetwyler Drive;

WHEREAS, the City also desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the local road known as Frontage Road from the northerly right-of-way line of Willoughby Lane to the northerly right-of-way line of Frontage Road that is actually in the Daetwyler Drive right-of-way;

WHEREAS, the City also desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the County functionally classified road known as Seminole Drive from the easterly right-of-way line of Ncla Avenue to the westerly right-of-way line of Daetwyler Drive;

WHEREAS, the City also desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the County functionally classified road known as Daetwyler Drive from the northerly right-of-way line of McCoy Road to the southerly right-of-way line of Judge Road;

WHEREAS, the City also desires to own (or accept dedication of, whatever the case may be), maintain, control, and have responsibility over the portion of the County functionally classified road known as Judge Road from the northerly right-of-way line of Daetwyler Drive to the easterly right-of-way line of Conway Road;

WHEREAS, this Interlocal Agreement is intended to address the transfer of the portions of such roads from the County road system to the City street system;

WHEREAS, this Interlocal Agreement is also intended to apply to the subject of which party has jurisdiction to control traffic along such roads pursuant to Section 316.006, Florida Statutes; and

WHEREAS, however, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which law enforcement authority has jurisdiction to enforce traffic laws along such roads (see Section 316.640, Florida Statutes).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

- Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.
  - 2. Transfer of Jurisdiction; Scope; Torts; Powers; Road Closure; Vacation.
- A. Transfer of Jurisdiction. The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the portions of the following local roads and functionally classified roads ("Roads"):
- (1) the local road known as McCoy Road from the easterly right-ofway line of Via Flora to the easterly right-of-way line of Daetwyler Drive;
- (2) the local road known as **Frontage Road** from the northerly right-of-way line of Willoughby Lane to the northerly right-of-way line of Frontage Road that is actually in the Daetwyler Drive right-of-way;

- (3) the County functionally classified road known as Seminole Drive from the easterly right-of-way line of Nela Avenue to the westerly right-of-way line of Daetwyler Drive;
- (4) the County functionally classified road known as **Daetwyler Drive** from the northerly right-of-way line of McCoy Road to the southerly right-of-way line of Judge Road; and
- (5) the County functionally classified road known as Judge Road from the northerly right-of-way line of Daetwyler Drive to the easterly right-of-way line of Conway Road.
- B. Scope. The City's jurisdiction over the Roads means the authority and responsibility to maintain, control, repair, or improve the Roads, as the term "road" is defined by Section 334.03(23), Florida Statutes, and to control, regulate, warn, or guide traffic on the Roads pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Roads. The Roads are therefore henceforth deemed to be part of the "City street system" for purposes of operation, maintenance, and control of traffic.
- C. Torts. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts shall be in the City.
- **D.** Powers. Also pursuant to Section 337.29(3), except as may be otherwise provided by law or this Interlocal Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to the Roads that the City has with relation to other public roads and rights-of-way within the City.

- E. Road Closure; Vacation. Notwithstanding anything that may seem to be to the contrary herein, unless having first applied for and obtained permission from the Board of County Commissioners, which permission may be withheld in the Board's discretion, the City shall not:
- (1) alter, modify or regulate traffic on any of the Roads, or any portions thereof, in such a manner as will reduce or impede the flow of traffic on any of the Roads, or any portions thereof (for example, through traffic calming devices, speed humps, speed bumps, or roundabouts);
- (2) reduce the speed limit of McCoy Road below 35 miles per hour, reduce the speed limit of Seminole Drive below 25 mph, reduce the speed limit of Daetwyler Drive below 35 mph, or reduce the speed limit of Judge Road below 40 mph;
- (3) set weight limits or prohibit or restrict certain types of traffic (for example, truck traffic) on any of the Roads, or any portions thereof;
- (4) close or barricade any of the Roads, or any portions thereof, to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, or miscellaneous special events, such as road races (bike lanes and/or on street parking shall not be construed as closing or barricading a Road); or
  - (5) vacate any portion of any of the Roads.
  - 3. Dedication and Acceptance; Deed; Vesting of Title.
- **A. Dedication and Acceptance.** For the Roads, or any portions thereof, that were heretofore dedicated and that the County heretofore accepted, the County hereby dedicates the Roads, and any portions thereof, to the City, and the City hereby accepts such dedication.

- B. Deed. The County shall execute and deliver a County deed in favor of the City substantially in the form attached hereto as Appendix "A," for any portion of the Roads that the County holds, or may hold, in fee title, which is specifically described in the legal descriptions and sketches of description attached to Appendix "A" as Schedule "A." Within fifteen (15) days after receipt thereof, the City shall accept the deed by recording the deed in the Official Records of Orange County at the City's expense.
- C. Vesting of Title. Upon the recording of the County deed pursuant to Section 3.B, title in the Roads shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

#### 4. Miscellaneous.

- A. Validity. The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The County and the City each hereby represents, warrants and covenants to and with the other that this Interlocal Agreement has been validly approved by its respective governing body, and that this Interlocal Agreement constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof (assuming the due authorization, execution and delivery hereof by the other party hereto).
- B. Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this Interlocal Agreement and have had the benefit of consultation with their respective legal counsel prior to its execution, such that all language herein shall be

construed equally against the parties, and no language shall be construed strictly against its drafter.

- C. Headings. The headings or captions of sections or subsections used in this Interlocal Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.
- **D.** Severability. The provisions of this Interlocal Agreement are declared by the parties to be severable only to the extent that the remaining provisions can effectuate the purpose and intent of the parties.

#### E. Governing Law; Venue; Attorney's Fees and Costs.

- (1) This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida.
- (2) Venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida.
- (3) In the event a party deems it necessary to take legal action to enforce any provisions of this Interlocal Agreement, each party shall bear its own attorney's fees and costs at both the trial and appellate levels.
- F. Entire Agreement. This Interlocal Agreement, along with any exhibits, constitutes the entire Agreement between the parties regarding the subject matter hereof. Any prior oral or written agreements or understandings of any kind between the parties relating to the subject matter hereof are null and void and of no further effect.
  - G. Amendments. This Interlocal Agreement may be amended only by

express written instrument approved by the Board of County Commissioners of the County and the City Council of the City, and executed by the authorized officers of each party.

H. Counterparts. This Interlocal Agreement and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. Notices. Any notice required to be given or otherwise given by one party to the other party shall be in writing and shall be deemed delivered when given by hand delivery; five (5) days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows:

If to the County:

Director, Orange County Public Works Department

4200 South John Young Parkway

Orlando, Florida 32839 Facsimile: (407) 836-7716

With a copy to:

County Attorney

Orange County Administration Center

201 South Rosalind Avenue Orlando, Florida 32802 Facsimile: (407) 836-5888

If to the City:

City Manager

1600 Nela Avenue

Belle Isle, Florida 32809 Facsimile: (407) 240-2222

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified. Either party may change its designated official or address for receipt of notice by giving notice of such change to the other party in the manner provided in this section.

5. Effective Date. This Interlocal Agreement shall become effective on the date of execution by the County or the date of execution by the City, whichever date is later.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

	ORANGE COUNTY, FLORIDA By: Board of County Commissioners
	By:
	Jerry L. Demings, Mayor
	Date:, 2019
ATTEST: Phil Diamond, C As Clerk of the Board of Co By: Deputy Clerk	CPA, County Comptroller ounty Commissioners
	CITY of BELLE ISLE, FLORIDA By: City Council
	By:Nicholas Fouraker, Mayor
	Date:, 2019
ATTEST:	
By:	
ATTEST:  By: Yolanda Quiceno, City	v Clerk

#### Appendix "A"

Project: Interlocal Agreement between Orange County and City of Belle Isle regarding the Transfer of Jurisdiction of Portions of McCoy Road, Frontage Road, Seminole Drive, Daetwyler Drive and Judge Road

#### **COUNTY DEED**

THIS DEED, dated \_\_\_\_\_\_\_ by ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P. O. Box 1393, Orlando, Florida 32802-1393, GRANTOR, and the CITY of BELLE ISLE, a municipal corporation, under the laws of the state of Florida, whose address is 1600 Nela Avenue, Belle Isle, Florida 32809, GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$1.00 and other valuable considerations, in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being in the county of Orange, state of Florida, to-wit:

#### See Attached Schedule "A"

Property Appraiser's Parcel Identification Numbers:

#### Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Belle Isle regarding the transfer of jurisdiction of portions of McCoy Road, Frontage Road, Seminole Drive, Daetwyler Drive and Judge Road.

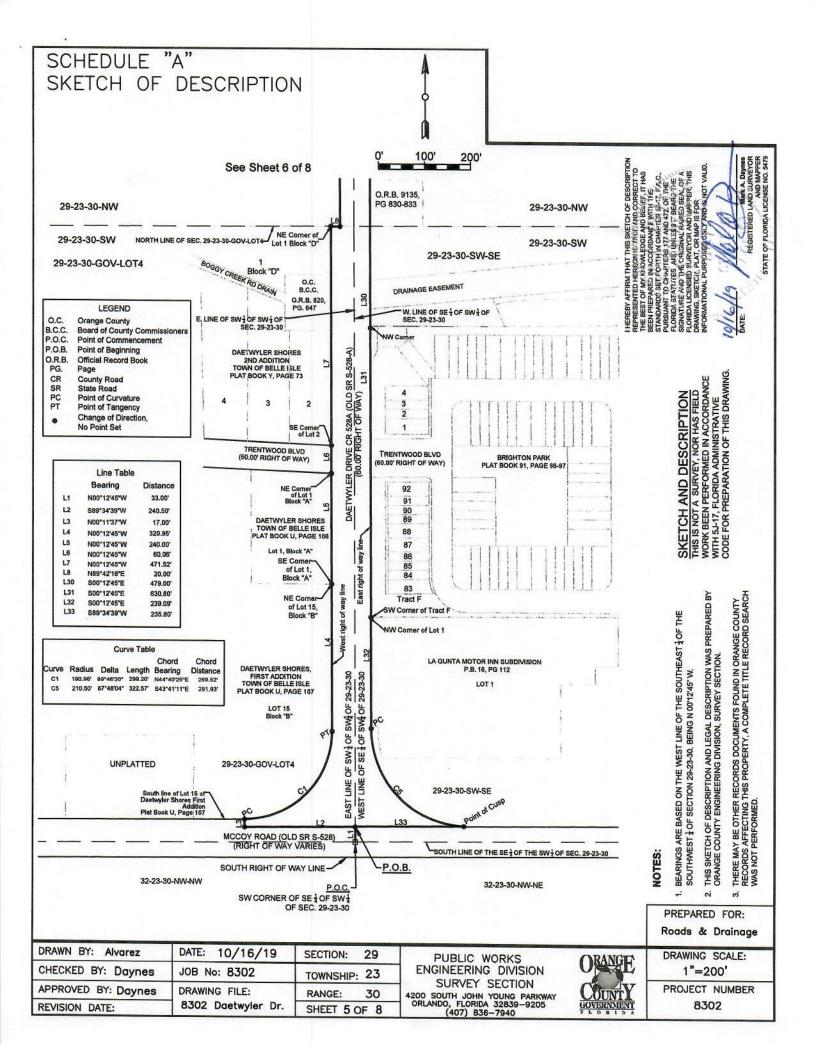
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit, and behoove of the GRANTEE forever.

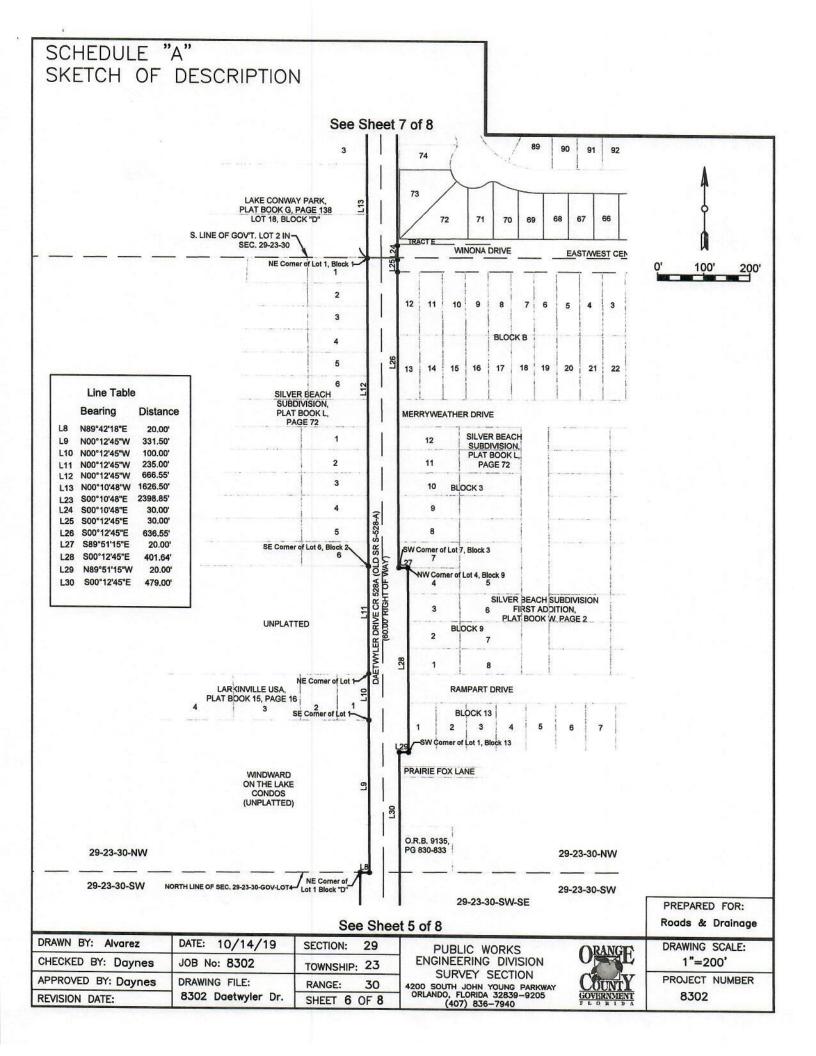
Project: Interlocal Agreement between Orange County and City of Belle Isle regarding the Transfer of Jurisdiction of Portions of McCoy Road, Frontage Road, Seminole Drive, Daetwyler Drive and Judge Road

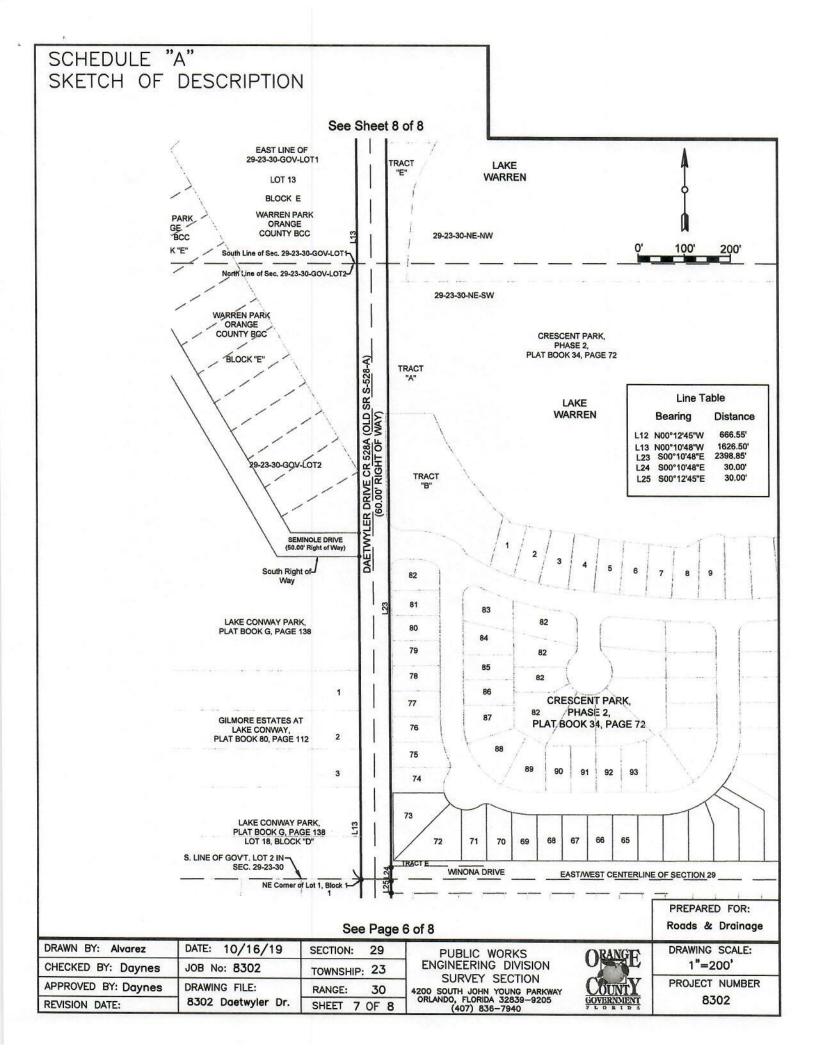
IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed in its name by its Board, acting by the County Mayor, the day and year aforesaid.

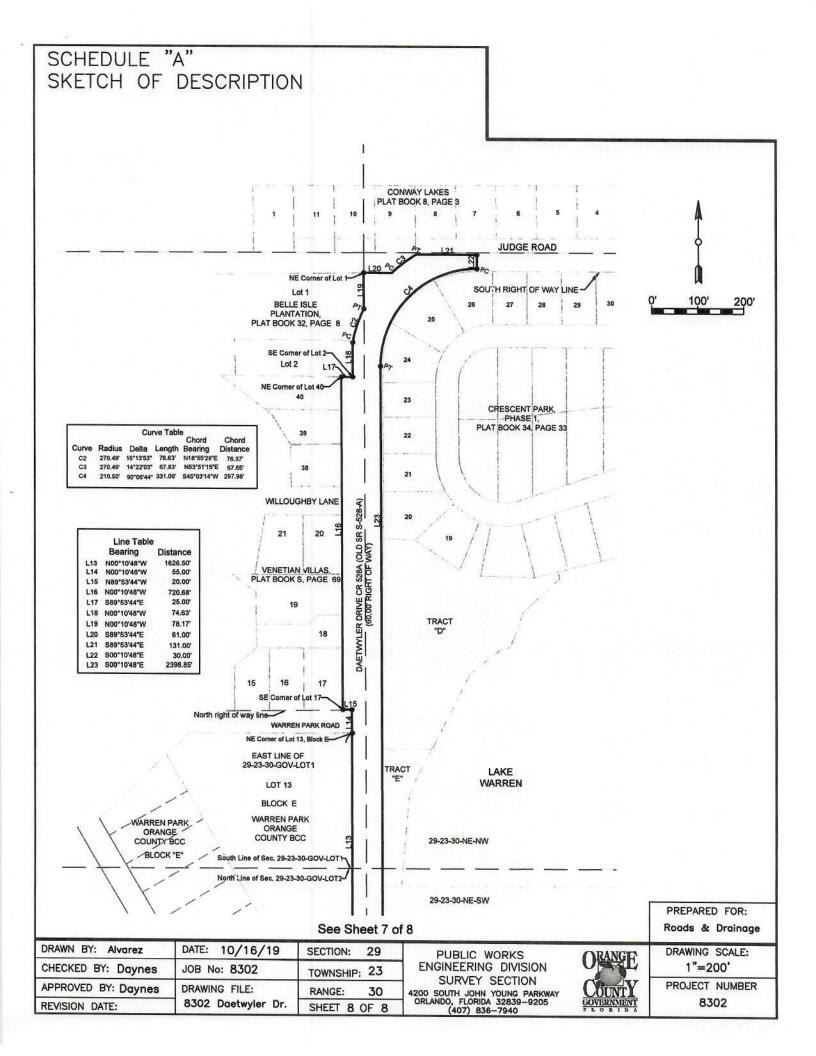
(Official Seal)	ORANGE COUNTY, FLORIDA By Board of County Commissioners
	By:  Jerry L. Demings,  Orange County Mayor
	Date:, 2019
ATTEST: Phil Diamond, CPA, County Comptroller, Clerk to the Board	
By:	
Printed Name	

s:\jprinsell\agrcnt\appendix a to ila with city of belle isle transferring jurisdiction of portions of certain roads - 04-12-19.doc









#### SCHEDULE "A" SKETCH OF DESCRIPTION SW CORNER OF THE SE \$ OF SEC, 20-23-30 STATE OF FLORIDA LICENSE NO. 5479 42 I HEREBY AFRIN THAT THIS SIGTOH OF 07-80 RIPTON REPRESENTS JURFACON ISTRUE, AND CORREST TO THE REST OF MY CHANNEDGE AND 8 EIEE-IT FAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SETTONEY (IN CHAPTER SLAT), EAC. STANDARDS SETTONEY (IN CHAPTER SLAT), EAC. NOT VALID. NW \$ of the NE \$ of Sec. 29-23-30 REGISTERED LAND SUR West Line of the 20-23-30-SE CRESCENT PARK - PHASE 1, PLAT BOOK 34, PAGE 33 - 35 ATTENTION OF 29-23-30-NE J.0.B. WEST LINE OF SE \$ OF 20-23-30 PLAT BOOK 36, PAGE 3 ğŢ 37 38 29-23-30-NW CONWAY GROVES East Line of the NE 1 of the NW 1 of Sec. 29-23-30 38 20-23-30-SW SKETCH AND DESCRIPTION THIS IS NOT A SURVEY, NOR HAS FIELD WORK BEEN PERFORMED IN ACCORDANCE WHIT 5,-17, FLORIDA ADMINISTRATIVE CODE FOR PREPARATION OF THIS DRAWING. 35 See Detail "A" R = 270.49' D = 28°45'22" L = 135.76' CB = N77°01'23"E CD = 134.34' **CURB TABLE** 2 10, ΕΦΟΙΙΝΟΧ ΑΛΕΝΠΕ CONWAY LAKES DRIVE (Right of Way Varies) BEARINGS ARE BASED ON THE NORTH LINE OF SECTION 29-23-30, BEING N 89"53'44" E (ASSUMED). JUDGE ROAD 33 30.00 424.12 35.00 369,39 1075.14" 131.00 651.05 5.00 1293.86 Distance 5.00 NO IMPROVEMENTS ABOVE OR BELOW GROUND, OTHER THAN THOSE SHOWN, WERE LOCATED. 7 32 CRESCENT PARK - PHASE 1, PLAT BOOK 34, PAGE 33 - 35 LINE TABLE Bearing Note: L10 N00°41'36"W S89°53'44"W S89°55'09"W N00°10'48"W S89°53'44"W O.R. 5393/272 THERE MAY BE OTHER RECORDS DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY, A COMPLETE TITLE RECORD SEARCH N00°07'48"W N00°41'36"W N89°53'44"E N89°53'44"E THIS SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION WAS PREPARED BY ORANGE COUNTY ENGINEERING DIVISION, SURVEY SECTION. N89°55'09"E Not To Scale 31 DETAIL "A" Bearing 3 0 30 CONWAY LAKES PLAT BOOK 8, PAGE 3 6 7 North Right of Way Line 710 South Right of Way Line 29 2 Denotes change in direction, 28 Point of Commencemer Official Record Book Point of Beginning Chord Bearing Chord Distance 27 No Point Set Length SW 2 of the SE 2 of Sec. 20-23-30 NE 2 of the NW 2 of Sec. 29-23-30 26 West Line of the West Line of the WAS NOT PERFORMED. P.O.C. O.R.B. PG. R D J B B 8 52 29-23-30-NE-NW 24 23 NOTES: 0 9 29-23-30-GOV-LOT1 PREPARED FOR: 7 Roads & Drainage DATE: 10/16/19 DRAWN BY: SECTION: 20,29 ORANGE DRAWING SCALE: **Alvarez** PUBLIC WORKS ENGINEERING DIVISION 1"=200 JOB CHECKED BY: Daynes No: 8304 TOWNSHIP: 23 SURVEY SECTION

APPROVED BY: Daynes

REVISION DATE:

DRAWING FILE:

8304 Judge Road

RANGE: 30

SHEET 3 OF 4

PROJECT NUMBER

8304

COUNTY

4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940

#### SKETCH OF DESCRIPTION Exhibit "A" CONWAY ROAD West Right of Way Line of Conway Road-East Line of the NE \$ of the NW\$ of Sec. 29-23-30 26 1 R = 210.50° D = 77°08'37" L = 283.42° CB = N38°50'08"E CD = 262.49° S South Right of Way Line-75 **CURB TABLE** S 74 ğ 73 North Right of Way Line CONWAY GROVES UNIT 2-PLAT BOOK 40, PAGE 4 UNPLATTED 651.05 369,39 269.16 1293.86 1075.14 759.89 35.00 72 100 LINE TABLE L5 S89°55'09"W L6 S89°53'44"W L3 N89°55'09"E L4 S00°02'21"E L11 N89°53'44"E L1 N00°07'48"W L2 N89°55'09"E 69 70 FO.R. 5393/2729 (Right of Way Varies) 89 TRACT "C" DRAINAGE/RETENTION 67 FOORWER OF THE SE SEC. 20-23-30 42 NW 4 of the NE 4 of Sec. 29-23-30 West Line of the 20-23-30-SE CRESCENT PARK - PHASE 1, PLAT BOOK 34, PAGE 33 - 35 29-23-30-NE WEST LINE OF SE \$ OF 20-23-30 PLAT BOOK 36, PAGE 3 CONWAY GROVES 37 38 29-23-30-NW NE 2 of the NW 2 of Sec. 29-23-30 East Line of the 20-23-30-SW 6393/2729 PREPARED FOR: Roads & Drainage DRAWN BY: Alvarez DRAWING SCALE: DATE: 10/16/19 SECTION: 20 PUBLIC WORKS ENGINEERING DIVISION 1"=200" CHECKED BY: Daynes JOB No: 8304 TOWNSHIP: 23 SURVEY SECTION PROJECT NUMBER APPROVED BY: Daynes DRAWING FILE: RANGE: 30 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 8304 8304 Judge Road **REVISION DATE:** SHEET 4 OF 4

