



Legislation Text

File #: 24-1384, **Version:** 1

Interoffice Memorandum

DATE: September 4, 2024

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT: Eduardo Avellaneda, P.E., Manager

PHONE: (407) 836-7871

DIVISION: Roads and Drainage Division

ACTION REQUESTED:

Approval and execution of Interlocal Agreement regarding the transfer of jurisdiction of a portion of Ocoee-Apopka Road within Orange County Road System by and between Orange County and City of Apopka, Florida. District 2. **(Roads and Drainage Division)**

PROJECT: N/A

PURPOSE:

The City of Apopka (City) has requested the County to transfer a portion of Ocoee-Apopka Road and a Surplus Parcel (Parcel ID 17-21-28-0000-00-009) from the County to the City, taking on all maintenance responsibilities. In exchange, the County agrees to mill and resurface that portion of Ocoee Apopka Road from where the road widens to four lanes to the southern right of way of Harmon Road.

Approval of this agreement transfers responsibility for maintaining that portion of Ocoee-Apopka Road from the northern right of way of Pastor Page Drive to the southern right-of-way of West 13th Street to the City. In addition, the County agrees to convey 1102 Ocoee Apopka Road (Parcel ID 17-21-28-0000-00-009) to the City.

Upon approval of this Agreement by the City a County Deed for that portion of Ocoee Apopka Road and the Surplus Parcel (Parcel ID 17-21-28-0000-00-009) will be submitted for approval and execution by the Board at that time.

File #: 24-1384, **Version:** 1

The County Attorney's Office has reviewed the Agreement and found it acceptable as to form.

BUDGET: N/A

BCC Mtg. Date: September 24, 2024

THIS INSTRUMENT SHOULD BE RETURNED TO
Susan Bone
City Clerk
City of Apopka
120 East Main Street
Apopka, Florida 32703

**INTERLOCAL AGREEMENT REGARDING TRANSFER OF JURISDICTION
OF A PORTION OCOEE-APOPKA ROAD WITHIN ORANGE COUNTY ROAD SYSTEM**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (“County”) and the CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida (“City”) for the purpose of transferring the jurisdiction of a portion of Ocoee-Apopka Road within the Orange County Road System.

RECITALS

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

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, subsequent to July 1, 1995, and pursuant to Section 335.0415(3), Florida Statutes, 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, whichever is appropriate), operate, maintain, control, and have responsibility over the local County road known as Ocoee-Apopka Road from south right-of-way line of West 13th Street, south to the north right-of-way line of Pastor Page Drive, including associated drainage easements and retention areas, more particularly described in Exhibit “A” (“Road Segment”); and

WHEREAS, this Agreement is intended to address the transfer of the Road Segment from County’s road system to City’s city street system for purposes of ownership, operation, and maintenance, to provide funding for necessary road resurfacing for the Road Segment, and to act as an acknowledgment

by City of its ownership, jurisdiction, and authority to operate and maintain such roads upon the effective date of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. *Recitals.* The foregoing recitals are true and correct and are hereby incorporated herein by reference.
2. *Transfer of Jurisdiction of Road Segment.* In accordance with Section 335.0415(3), Florida Statutes, County and City hereby agree to the permanent transfer of ownership, control, operation, and roadway maintenance responsibilities from County to City of the Road Segment. County shall provide all documents and drawings concerning the road drainage and right-of-way, to the extent such documents are in County's possession. City's jurisdiction to operate and maintain Road Segment means the authority and responsibility to maintain, control, repair, and improve such roads, as the term "road" is defined by Section 334.03(22), Florida Statutes, and to regulate, warn, or guide traffic on such roads, regardless of any future alteration, realignment, construction, extension, widening, or renaming of such roads. The Road Segment is therefore deemed to be a part of City's "city street system" for purposes of operation and maintenance. Pursuant to Section 337.29(3), Florida Statutes, and solely to the extent sovereign immunity has been waived under Florida Statute Section 768.28, liability for torts shall be in City. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, City shall have the same governmental, corporate, and proprietary powers with relation to Road Segment that City has with relation to other public roads and rights-of-way within its jurisdiction.
3. *Dedication and Acceptance; Deed; Vesting of Title.* For any right-of-way for the Road Segment that is or may be in possession of County by dedication, including right-of-way associated with drainage, County hereby dedicates to City, and City hereby accepts such right-of-way. For any right-of-way for the Road Segment that is or may be held in fee title by County, including right-of-way associated with drainage, County shall execute, record (at the City's expense), and deliver a

County Deed in favor of the City substantially in the form attached hereto as Exhibit “B,” for any portion of Ocoee-Apopka Road from south right-of-way line of West 13th Street, south to the north right-of-way line of Pastor Page Drive that the County holds, or may hold, fee title or a property interest, as specifically described in the legal description and map attached to Exhibit “B” as Appendix “A,” within thirty (30) days of execution of this Agreement. Within fifteen (15) days of receipt thereof, City shall accept the deed and right-of-way by recording the deed(s) in the Public Records of Orange County, Florida, at City’s expense. Additionally, County agrees to convey 1102 Ocoee Apopka Road (Parcel ID 17-21-28-0000-00-009) to City by County Deed within thirty (30) days of execution of this Agreement, which shall be accepted by City by recording the deed in the Public Records of Orange County, Florida, at City’s expense, withing fifteen (15) days of receipt.

4. *Road Resurfacing.* In exchange for City taking on the responsibilities and expenses associated with ownership and responsibility for the Road Segment, County agrees to perform milling and resurfacing of the portion of the Road Segment from (1) the point where the road widens to four lanes approximately 400 feet south of its intersection with Alston Bay Boulevard to (2) the southern edge of the Road Segment’s intersection with Harmon Road, a distance of approximately 2,250 feet, as depicted in Exhibit B (“Resurfacing Segment”). County shall commence the milling and resurfacing of the Resurfacing Segment (the “M&R Work”) within eighteen (18) months of the execution of this Agreement and complete such M&R Work within twelve (12) months thereafter.

5. *Miscellaneous.*

5.1 Amendments. This Agreement may be amended only by express written instrument approved by the Board of County Commissioners of County and the City Council of City and executed by the authorized officer(s) of each.

5.2 Validity. County and City each represent, warrant, and covenant to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on claim of illegality, invalidity, or unenforceability of any nature. County

and City each hereby represent, warrant, and covenant to and with the other that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and that this 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 parties hereto).

- 5.3 Ambiguities. Both parties have been allowed equal input regarding the terms and wording of this 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.
- 5.4 Headings. The headings and captions of paragraphs or subparagraphs used in this Agreement are 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 or interpretation of this Agreement.
- 5.5 Severability. The provisions of this Agreement are declared by the parties to be severable only to the extent the remaining provisions can effectuate the purpose and intent of the parties.
- 5.6 Governing Law; Venue; Attorneys' Fees and Costs. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit in Orange County, Florida. In the event a party deems it necessary to take legal action to enforce any provision of this Agreement, each party shall bear its own attorneys' fees and costs at both the trial and appellate levels.
- 5.7 Entire Agreement. This Agreement, along with its 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.

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

IF TO COUNTY: Director, Orange County Public Works Department
4200 South John Young Parkway
Orlando, Florida 32839
Facsimile: 407.836.7716

WITH COPY TO: County Attorney
Orange County Administration Center
201 South Rosalind Avenue
Orlando, Florida 32801
Facsimile: 407.836.5888

IF TO CITY: City Administrator
City of Apopka
120 East Main Street
Apopka, Florida 32703
Facsimile: 407.703.1705

WITH COPY TO: City Attorney
City of Apopka
120 East Main Street
Apopka, Florida 32703
Facsimile: 407.703.1793

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 subparagraph.

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

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

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

ORANGE COUNTY, FLORIDA, a political
subdivision of the State of Florida,

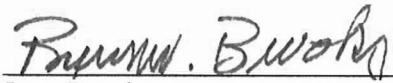


Deputy Clerk

David Rooney

Printed Name



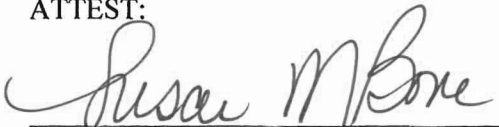


for Jerry Demings
Mayor

September 24, 2024


Date

ATTEST:



Susan M. Bone, City Clerk

CITY OF APOPKA, FLORIDA, a municipal
corporation of the State of Florida,



Bryan Nelson, Mayor

11/7/24

Date



Exhibit "A"
Road Segment



- Legend**
- Full Maintained
 - Non Maintained Commercial
 - Open Non Maintained
 - Not Maintained
 - Under Bond
 - Private Road
 - Unopened Right-of-way
 - State of Florida
 - OCEA
 - Lake County
 - Osceola County
 - Seminole County
 - Data

0 420 840 1,260 1,680
Feet



Exhibit "A"
Interlocal Agreement between City of Apopka and Orange County regarding the Transfer of Jurisdiction of Ocoee Apopka Road from Oak Pointe North Subdivision to West 13th Street

Author: George Shupp
 Checked by:
 Date Saved: 3/11/2024

All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness.

Exhibit "B"

Project: Interlocal Agreement with the City of Apopka and Orange County regarding the Transfer of Jurisdiction of Ocoee Apopka Road

COUNTY DEED

THIS DEED, made as of the date signed below, 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 Apopka, a municipal corporation, under the laws of the state of Florida, whose address is 1201 E. Main St., Apopka, Florida, 32703 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 APPENDIX "A"

Property Appraiser's Parcel Identification Number:

Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement regarding the Transfer of Jurisdiction of Ocoee Apopka Road from Oak Pointe North Subdivision to West 13th Street.

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 with the City of Apopka and Orange County regarding the Transfer of Jurisdiction of Ocoee Apopka 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, Mayor
Orange County Mayor

DATE: _____

ATTEST: Phil Diamond, CPA, Orange County Comptroller,
as Clerk to the Board of County Commissioners

BY: _____
Deputy Clerk

Printed Name

LEGAL DESCRIPTION

PROJECT: COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) - FROM C.R. 437A AT OAK POINTE NORTH TO WEST 13TH STREET

SPACE ABOVE RESERVED FOR RECORDING INFORMATION

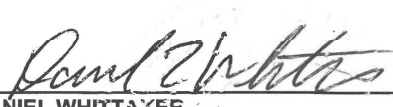
DESCRIPTION:

THE EXISTING RIGHT OF WAY FOR COUNTY ROAD 437A, ALSO KNOWN AS OCOEE-APOPKA ROAD, SITUATED WITHIN SECTIONS 16,17,20, AND 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AND AS DEPICTED ON STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION MAPS SECTION 75520-2601 AND SECTION 7552-151, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) AND THE WESTERLY EXTENSION OF THE NORTH LINE OF OAK POINTE NORTH, CITY OF APOPKA AS RECORDED IN PLAT BOOK 113, PAGES 143 THROUGH 146 AS LOCATED IN SAID SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST; THENCE RUN NORTHERLY ALONG COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) ALONG SAID RIGHT-OF-WAY THROUGH SAID SECTIONS 16, 17, 20, AND 29 AND TERMINATING AT THE SOUTH RIGHT-OF-WAY LINE OF WEST 13TH STREET AS LOCATED IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 28 EAST, INCLUDING AN ABUTTING DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1147, PAGE 359, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

1. ADDITIONS OR DELETIONS TO SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
2. ALL MAPPED FEATURES SHOWN HEREON WERE OBSERVED UNDER THE DIRECTION OF THE SIGNING SURVEYOR OF THIS SKETCH UNLESS OTHERWISE SPECIFIED.
3. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND IS SUBJECT TO ANY RIGHT-OF-WAY, EASEMENTS, OR OTHER MATTERS THAT A TITLE SEARCH MIGHT DISCLOSE.
4. PUBLIC RECORDS INDICATED HEREON ARE OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
5. THIS IS NOT A BOUNDARY SURVEY.

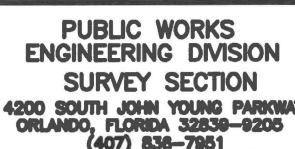



DANIEL WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 02/21/2024

I HEREBY AFFIRM THAT THIS SKETCH AND DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C., PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

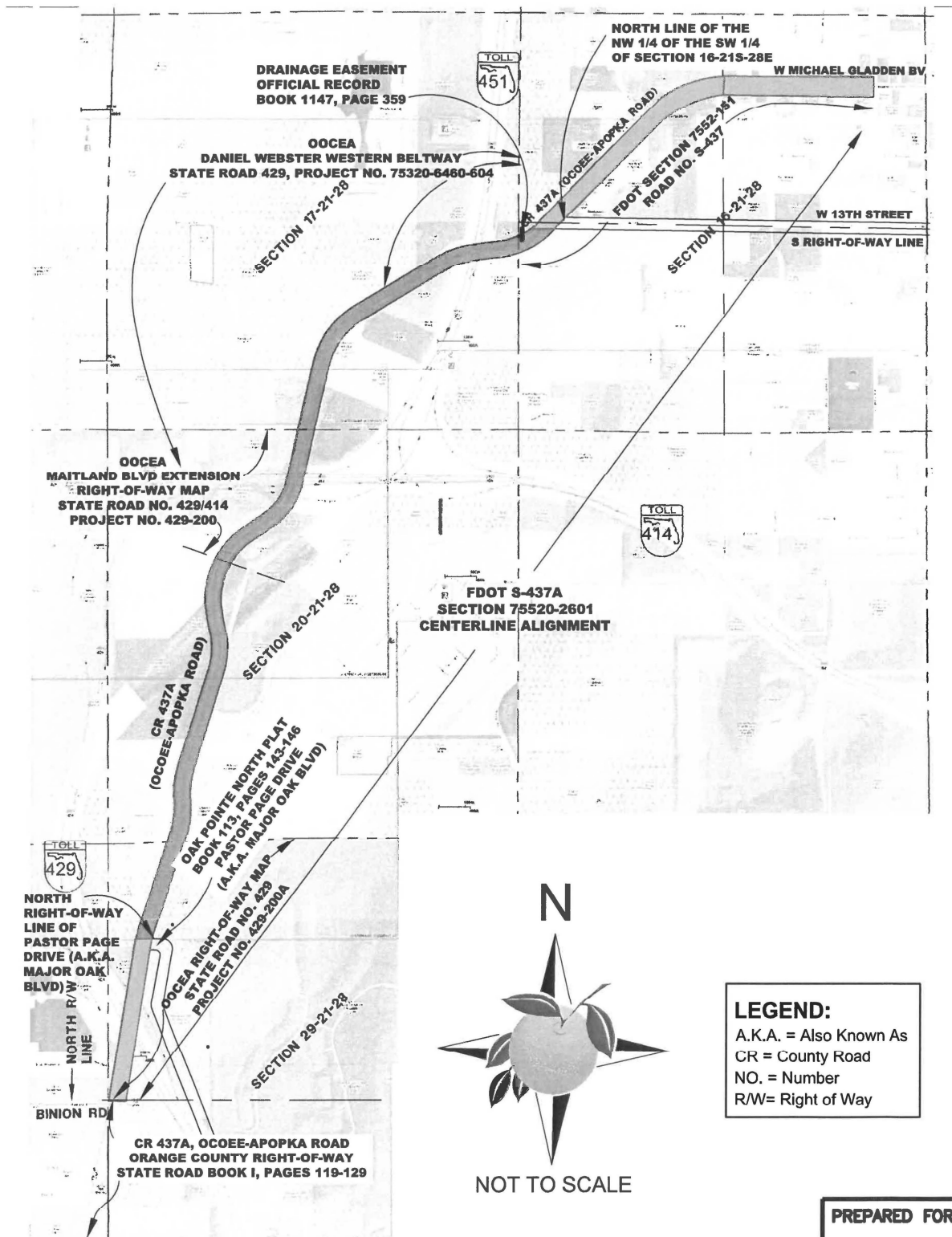
PREPARED FOR:
REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEET 2 OF 2

| | | | | | |
|----------------------------------|----------------------------|-----------------------------|--|--|------------------------------|
| FIELD DATE: ----- | DATE: 02/21/2024 | SECTION: 16,17,20,29 |  <p>PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-0205 (407) 836-7951</p> |  <p>ORANGE COUNTY GOVERNMENT FLORIDA</p> | DRAWING SCALE: N/A |
| DRAWN BY: JFM | | TOWNSHIP: 21S | | | COUNTY PROJECT NUMBER |
| CHECKED BY: D. WHITTAKER | REVISIONS: | RANGE: 28E | | | 9220 |
| APPROVED BY: D. WHITTAKER | | SHEET 1 OF 2 | | | |

SKETCH OF DESCRIPTION

PROJECT: COUNTY ROAD 437A (A.K.A. OCOEE-APOPKA ROAD) - FROM C.R. 437A AT OAK POINTE NORTH TO WEST 13TH STREET



LEGEND:
 A.K.A. = Also Known As
 CR = County Road
 NO. = Number
 R/W= Right of Way

NOT TO SCALE

PREPARED FOR:
 REAL ESTATE MANAGEMENT

NOT VALID WITHOUT SHEET 1 OF 2

| | | | | | |
|----------------------------------|-------------------------|-----------------------------|---|--|--------------------------------------|
| FIELD DATE: ----- | DATE: 02/21/2024 | SECTION: 16,17,20,29 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-8205 (407) 838-7851 | | DRAWING SCALE: NTS |
| DRAWN BY: JFM | | TOWNSHIP: 21S | | | COUNTY PROJECT NUMBER 9220 |
| CHECKED BY: D. WHITTAKER | REVISIONS: | RANGE: 28E | | | |
| APPROVED BY: D. WHITTAKER | | SHEET 2 OF 2 | | | |

LEGAL DESCRIPTION

PROJECT: EMERY DRIVE

DESCRIPTION:

A parcel of land located in the Southwest 1/4 of Section 17, Township 21 South, Range 28 East, Orange County, Florida, As described in Deed Book 168, Page 156 and Official Record Book 3888, Page 2391, as recorded in the Public Records of Orange County, Florida, inclusive of the South 60.00 feet of abutting right-of-way known as Emery Drive, further described as follows:

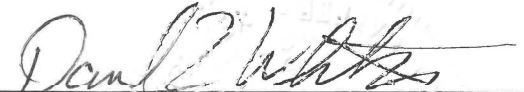
Commence at the South 1/4 corner of said Section 17, Township 21 South, Range 28 East, Orange County Florida; Thence run along the South line of said Southwest 1/4, N 89° 59' 43" W a distance of 109.10 feet to a point on the Westerly right-of-way line of Ocoee -Apopka Road (also known as County Road 437A) and the Southeast corner of Emery Drive, per said Official Record Book 3888, Page 2391, point also being the POINT OF BEGINNING; Thence continue along said South line of the Southwest 1/4 and the Southerly right-of-way line of said Emery Drive, N 89° 59' 43" W a distance of 818.99 feet to the Southeast corner of Tract C-1, Ridge, according to the plat thereof as recorded in Plat Book 115 Pages 1 through 6, of said Public Records of Orange County, Florida; Thence run N 00° 22' 08" E along the East line of said Tract C-1, a distance of 886.88 feet to the Northeast corner of said Tract C-1, point also being a point on the Southerly line of Lot 3, of aforesaid Ridge; Thence run S 74° 37' 52" E along said Southerly line, a distance 991.60 feet to a point on the aforementioned Westerly right-of-way line of Ocoee-Apopka Road; Thence departing aforesaid Southerly line of Lot 3, run S 12° 53' 33" W along the aforesaid Westerly right-of-way line of Ocoee-Apopka Road a distance of 640.26 feet to the POINT OF BEGINNING.

Containing 15.61 Acres, More or Less.

SURVEYOR'S NOTES:

1. Linear measurements shown hereon are expressed in feet. Angular measurements shown hereon are expressed in degrees, minutes, and seconds.
2. This legal description was prepared without the benefit of a title commitment, and is subject to any right-of-way, easements, or other matters that a title search might disclose.
3. Bearing basis for this description is based on the South line of the Southwest 1/4 of Section 17, Township 21 South, Range 28 East of Orange County, Florida, per Ridge Plat Book 115 Pages 1-6, Public Records of Orange County, Florida. Bearing being N 89° 59' 43" (Assumed).
4. Public records indicated hereon are of Orange County, Florida, unless otherwise noted.
5. This is not a Boundary Survey.

SPACE ABOVE RESERVED FOR RECORDING INFORMATION




DANIEL L. WHITTAKER,
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5648
DATE: 08/14/2024

I HEREBY AFFIRM THAT THIS LEGAL DESCRIPTION REPRESENTED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SHEET 1 OF 1

PREPARED FOR:
REAL ESTATE MANAGEMENT

| | | | | | |
|---------------------------|------------------|---------------|--|---|--------------------------|
| FIELD DATE: ----- | DATE: 04/09/2024 | SECTION: 17 | PUBLIC WORKS ENGINEERING DIVISION SURVEY SECTION 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7951 |  | DRAWING SCALE: N/A |
| DRAWN BY: JFM/CDW | REVISIONS: | TOWNSHIP: 21S | | | COUNTY PROJECT NUMBER |
| CHECKED BY: D. WHITTAKER | | RANGE: 28E | | | 9231 |
| APPROVED BY: D. WHITTAKER | | SHEET 1 OF 1 | | | |