



Interoffice Memorandum

October 18, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

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

Handwritten signature of Joseph C. Kunkel in black ink.

CONTACT PERSON: Dale V. Mudrak, P.E., Manager
Development Engineering Division

Handwritten signature of Dale V. Mudrak in black ink.

PHONE NUMBER: (407) 836-7974

SUBJ: **Agreement for Traffic Law Enforcement on Private Roads in Foothills of Mount Dora Phase 4**

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the county. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

Pulte Home Company, LLC has requested such an agreement for the private roads located within the gated community of Foothills of Mount Dora Phase 4. The Sheriff's Office has been involved with the negotiation of the contract and has executed a waiver that will allow this Agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is neither a development-related nor a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

This Agreement has been reviewed by the County Attorney's Office and has been found acceptable.

Action Requested: Approval and execution of Agreement for Traffic Law Enforcement on Private Roads by and between Orange County, Florida and Pulte Home Company, LLC in Foothills of Mount Dora Phase 4. District 2.

JCK/DVM/ja

Attachment(s)

BCC Mtg. Date: November 14, 2023

AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This Agreement for Traffic Law Enforcement on Private Roads (“Agreement”) located within the gated community of **Foothills of Mount Dora Phase 4 (also known as, “Foothills Preserve”)** is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter “County”), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter “Owner”).

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as **Foothills of Mount Dora Phase 4 (also known as, “Foothills Preserve”)** (hereinafter “Private Roads”), more specifically described in **Exhibit “A”**, attached hereto and incorporated by reference; and

WHEREAS, pursuant to Florida law, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

WHEREAS, Section 316.006(3)(b), Florida Statutes, provides that a county may exercise jurisdiction over any private road or roads if the county and the party owning such roads enter into a written agreement, approved by the governing board of the county, providing the county with traffic control jurisdiction; and

WHEREAS, Section 316.006(3)(b)(2), Florida Statutes, further provides that prior to entering into an agreement for the enforcement of traffic laws over Private Roads, the governing board of the county shall consult with the Sheriff; and

WHEREAS, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner; and

WHEREAS, pursuant to consultations between the Parties and the Orange County Sheriff’s Office (hereinafter “Sheriff”), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

WHEREAS, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates an off-duty employment program; and

WHEREAS, Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement for the enforcement of traffic laws over Private Roads shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff; and

WHEREAS, the Sheriff has waived this provision as evidenced by **Exhibit “B”** attached hereto and incorporated by reference.

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, “Foothills Preserve”)

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **Jurisdiction.** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, Florida Statutes, concerning obstruction of streets, as additionally regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, and subject to the terms and conditions specified in **Exhibit “C”** attached hereto and incorporated by this reference.

3. **Signage.** The Owner shall establish the speed limit for the Private Roads and shall be solely responsible for posting the speed limit by appropriate Department of Transportation (“DOT”) approved signage along said roads.

4. **Authority in Addition to Existing Authority.** The County’s exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority.

5. **Compensation.** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate as otherwise determined by the Sheriff.

6. **County to Retain Revenues.** All revenue from any fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads in accordance with this Agreement shall be apportioned in the manner set forth in applicable Florida Statutes.

7. **Liability not Increased.** Neither the existence of this Agreement, nor anything contained herein, shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.

8. **Indemnification.** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff’s Office harmless from any loss, cost, damage or expense, including attorneys’ fees, for any action arising out of, related

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

to, or stemming from, either directly or indirectly, the maintenance, repair, construction and/or reconstruction of any roads, road drainage or signage located within the gated community of **Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")**. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall (a) name the County and the Orange County Sheriff's Office as an additional insureds and (b) be issued by a company authorized to do business under the laws of the State of Florida and shall be acceptable to the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Road Maintenance.** Neither the existence of this Agreement, nor anything contained herein, shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")** shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution by the last of the two Parties signing hereto, and shall thereafter automatically continue for successive one (1) year terms unless otherwise terminated by any party by thirty (30) days written notice to the other Parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the Parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the Orange County Board of County Commissioners.

12. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to County:

Orange County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

Copy to: Orange County Attorney's Office
201 S. Rosalind Avenue, 3rd Floor
Orlando, Florida 32801

As to Sheriff: Orange County Sheriff's Office
P.O. Box 1440
Orlando, Florida 32802-1440

As to Owner: Pulte Home Company, LLC
4901 Vineland Road, Suite 500
Orlando, FL 32811

13. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

14. **Assignment.** It is acknowledged and understood that Owner anticipates assigning ownership of the Private Roads, as more specifically described in **Exhibit "A"** herein, to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify the Orange County Sheriff's Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGES]

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")** on the dates indicated below.

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor



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

By: *Jennifer Horn - Kinety*
Deputy Clerk

Date: November 14, 2023

[Remaining Signatures on Following Page]

**Agreement for Traffic Law Enforcement on Private Roads for Foothills
PRESERVE/FOOTHILLS OF MOUNT DORA**

PULTE HOME COMPANY, LLC, a Michigan
limited liability company

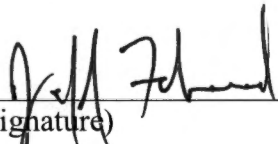
BY: 

NAME: Aaron Struckmeyer


TITLE: Director – Land Development (Central
Florida)

DATE: 10/20/2023

WITNESS:


(Signature)

Jeff Farhood
(Print Name)


(Signature)

Maleia STORUM
(Print Name)

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

EXHIBIT "A"

LEGAL DESCRIPTION

That part of Sections 3, 4, 9 and 10, Township 20 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 4; thence run N88°17'50"E along the South line of the Southwest 1/4 of said Section 4 for a distance of 2663.51 feet to the Southwest corner of the Southeast 1/4 of said Section 4; thence run N88°11'58"E along the South line of said Southeast 1/4 of said Section 4 for a distance of 1328.91 feet to the Northwest corner of the North 3/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence run S00°07'37"E along the West line of said North 3/4 of the Northeast 1/4 of the Northeast 1/4 for a distance of 250.00 feet to the Southernmost corner of STONEYBROOK HILLS UNIT 3, according to the plat thereof, as recorded in Plat Book 102, Pages 146 through 159, of the Public Records of Orange County, Florida, and the POINT OF BEGINNING; thence continue S00°07'37"E along said West line for a distance of 747.68 feet to the Southwest corner of the North 3/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 9; thence run N88°15'43"E for a distance of 1328.25 feet to the Southwest corner of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence run S89°33'11"E for a distance of 1339.36 feet to Southeast corner of the North 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 10; thence run S00°03'01"E for a distance of 1663.88 feet to the Southwest corner of the East 1/2 of the Northwest 1/4 of said Section 10; thence run S00°19'26"E for a distance of 667.19 feet to the Southwest corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 10; thence run S89°33'29"E for a distance of 1336.81 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 10; thence run N00°03'57"W for a distance of 668.46 feet to the Southeast corner of the East 1/2 of the Northwest 1/4 of said Section 10; thence run N00°03'57"W for a distance of 1329.97 feet to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence run S89°38'59"E for a distance of 1327.04 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 10; thence run S89°38'59"E along the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 10 for a distance of 1296.96 feet to the West Right-of-Way line of Round Lake Road; thence run N00°01'40"E along said West Right-of-Way line for a distance of 15.00 feet; thence, departing said West Right-of-Way line, run N89°38'59"W along the North line of the South 15.00 feet of the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 10 for a distance of 633.45 feet; thence run N00°00'15"E along the East line of the West 1/2 of said Northeast 1/4 of the Northeast 1/4 of Section 10 for a distance of 45.00 feet; thence run N89°38'59"W along the North line of the South 60.00 feet of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 10 for a

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

distance of 663.55 feet to the East line of the Northwest 1/4 of the Northeast 1/4 of Section 10; thence run N00°01'09"W for a distance of 1270.79 feet to the Northeast corner of said Northwest 1/4 of the Northeast 1/4 of Section 10; thence run N02°05'32"E for a distance of 1313.85 feet to the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 3; thence run N89°29'48"W along the North line of said Southwest 1/4, of the Southeast 1/4 of Section 3 for a distance of 1325.79 feet to the Northwest corner of said Southwest 1/4 of the Southeast 1/4 of Section 3 and the Southerly line of aforesaid STONEYBROOK HILLS UNIT 3; thence run the following six (6) courses along said Southerly line: S61°30'00"W for a distance of 569.55 feet; thence run S27°35'00"W for a distance of 1013.78 feet to a point on a non-tangent curve concave Northeasterly having a radius of 2000.00 feet and a chord bearing of N43°00'49"W; thence run Northwesterly along the arc of said curve through a central angle of 38°48'23" for a distance of 1354.59 feet to a non-tangent line; thence run S66°23'23"W for a distance of 854.37 feet to the point of curvature of a curve concave Southeasterly having a radius of 1000.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 40°35'03" for a distance of 708.33 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 1000.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 64°04'03" for a distance of 1118.19 feet to the POINT OF BEGINNING.

Containing 296.183 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



Sheriff John W. Mina
ORANGE COUNTY SHERIFF'S OFFICE

July 11, 2023

The Honorable Jerry L. Demings
Orange County Mayor
201 S. Rosalind Avenue
5th Floor
Orlando, FL 32801

RE: Foothills Preserve/Foothills of Mount Dora

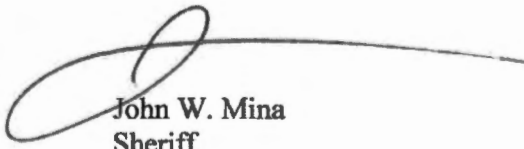
Dear Mayor Demings:

I understand Orange County will enter into an agreement with the Foothills Preserve/Foothills of Mount Dora gated community, for traffic control and enforcement pursuant to Florida Statutes 316.006(3)(b). The agreement will allow the Foothills Preserve Homeowners Association, Inc. to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff". Please be informed I hereby waive the October 1 requirement.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance in this matter.

Sincerely,


John W. Mina
Sheriff

JWM/lht

cc: Off Duty Services



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The First Law Enforcement Agency in Orange County to Receive Both International and State Accreditation



Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

EXHIBIT "B"

(INSERT MEMO FROM ORANGE COUNTY SHERIFF'S DEPARTMENT)

Agreement for Traffic Law Enforcement on Private Roads for Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")

EXHIBIT "C"

Owner shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

Residents of **Foothills of Mount Dora Phase 4 (also known as, "Foothills Preserve")** wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owner. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owner for further action.