



**Interoffice Memorandum**

June 30, 2021

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

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

CONTACT PERSON: Humberto L. Castillero, P.E., PTOE, Manager  
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: **Memorandum of Understanding between Orange County and the City of Belle Isle for the Intersection of Hoffner Avenue and Monet Avenue**

Submitted for approval and execution is the Memorandum of Understanding between Orange County and City of Belle Isle for pedestrian improvements to the intersection of Hoffner Avenue and Monet Avenue.

The improvements are in two phases. Phase one includes the installation of a Rapid Rectangular Flashing Beacon and associated pavement markings, signage, and upgrades required to comply with the Americans with Disabilities Acts requirements. Phase two consists of an in-road light assembly. The design, construction, operation, and maintenance of the improvements are entirely the responsibility of the City of Belle Isle and will be done at its sole cost and expense with no expense to Orange County.

The County Attorney's Office and the Public Works Traffic Engineering Division have reviewed the Memorandum of Understanding and find it acceptable.

**Action Requested: Approval and execution of Memorandum of Understanding between Orange County and City of Belle Isle for pedestrian improvements to the intersection of Hoffner Avenue and Monet Avenue. District 3.**

JCK/HLC/HAE/dar

Attachments

BCC Mtg. Date: July 27, 2021

**Memorandum of Understanding  
Between  
Orange County  
And  
City of Belle Isle**

This Memorandum of Understanding ("MOU") is entered into as of the latest date of execution ("Effective Date"), by and between Orange County, Florida ("County") and the City of Belle Isle ("CITY") (County and CITY are sometimes referred to herein individually as a "Party", and collectively as the "Parties".)

WHEREAS, CITY desires to design, construct, operate, and maintain certain pedestrian safety improvements (the "Project") on Hoffner Avenue in and on the crosswalk located at the intersection of Hoffner Avenue and Monet Avenue in the City of Belle Isle, as more particularly describe herein ("ENCROACHMENT AREA"); and

WHEREAS, County has agreed to allow CITY the limited use of its property for the sole purpose of designing, constructing, operating, and maintaining the Project located on the ENCROACHMENT AREA subject to the terms and conditions of a Special Encroachment Permit (the "Permit") to be issued by County and subject to the terms and conditions set forth in this MOU.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree to the following:

1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated as if stated fully herein.
2. PROJECT. The Project shall be completed in two phases.
  - 2.1 Phase one will be the installation of a Rectangular Rapid Flashing Beacon Crosswalk System ("RRFB") and associated pavement marking, signage, and upgrades needed to comply with the Americans with Disabilities Acts requirements.
    - 2.1.1 City must apply for and obtain the Permit from County prior to installing the RRFB.
    - 2.1.2 City shall maintain the RRFB at no cost to County.
  - 2.2 Phase two will consist of an in-road light assembly ("In-Road Light Assembly"), and will require a separate evaluation and approval by the County.
    - 2.2.1 The County will evaluate Safety, Traffic Operations, and Maintenance of the crosswalk with the In-Road Light Assembly.

- 2.2.2 Such evaluation cannot take place until at least one year after the RRFB and associated improvements have been in operation.
- 2.2.3 CITY must request the Phase two evaluation in writing.

3. ENCROACHMENT  
AREA

- 3.1 The ENCROACHMENT AREA consists of the parcel of land shown in Exhibit "A" attached hereto and incorporated herein.
- 3.2 Any area not owned or controlled by County, which area CITY may intend to use as part of the design, construction, operation, or maintenance of the PROJECT, is not made the subject of this MOU or the Permit and is not included in the definition of ENCROACHMENT AREA.
- 3.3 All uses by CITY of the ENCROACHMENT AREA are subject to the terms and conditions set forth below in Section 5, PERMITTED USE OF ENCROACHMENT AREA and the Permit.

4. RESPONSIBILITIES OF THE  
PARTIES

- 4.1 The design, construction, operation, and maintenance of the PROJECT are entirely the responsibility of CITY and will be done so at its sole cost and expense and at no expense to COUNTY.
- 4.2 CITY is responsible for the coordination and preparation of any required preliminary engineering activities, including environmental analysis and documents, and engineering design in compliance with federal and state regulations. CITY is responsible for construction bidding administration and will oversee construction of the PROJECT. CITY will ensure that its agents, contractors, and consultants maintain adequate insurance and are sufficiently bonded, with such limits and amounts to be approved by COUNTY prior to the start of any work in the ENCROACHMENT AREA.

- 4.3 Upon issuance by COUNTY of the Permit, CITY will be responsible for all maintenance and landscaping of the ENCROACHMENT AREA associated with the PROJECT and for all maintenance of permitted uses as set forth below in Section 5, PERMITTED USE OF ENCROACHMENT AREA, at its sole cost and expense and at no expense to COUNTY. Additionally, CITY shall be solely responsible to replace any and all components of the Project as necessary, including due to resurfacing of the road by COUNTY.
- 4.4 COUNTY shall keep and retain all rights of access, operations, and use to and of the ENCROACHMENT AREA. At all times, CITY shall take all necessary steps to prevent any interference with COUNTY operations and use of the ENCROACHMENT AREA and/or any of materials, supplies, equipment, or buildings currently located on the ENCROACHMENT AREA or which may be placed on, in, under, through, or across the ENCROACHMENT AREA at a later date.
- 4.5 At all times, CITY shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to, employees performing its work and other persons, including without limitation the general public, who may be affected thereby. Except in the event that COUNTY deems there to be a public safety hazard or an immediate harm to the roadway facilities or other COUNTY property, COUNTY will notify and direct the CITY in writing to correct any failure(s) to comply with the responsibilities contained in this MOU or in the Permit. If, within five (5) days after such notice, CITY does not correct such failure(s) to the satisfaction of COUNTY, COUNTY may terminate this MOU and/or the Permit. In the event that COUNTY deems there to be a public safety hazard or an immediate harm to the roadway facilities or other COUNTY property, COUNTY may in its sole discretion automatically terminate this MOU and the Permit, and CITY shall promptly remove all improvements associated with the PROJECT, at no cost to COUNTY.

## 5. PERMITTED USE OF ENCROACHMENT AREA

- 5.1 Only those limited uses listed in Subsection 5.3 will be permitted on the ENCROACHMENT AREA.  
Any activities or improvements not listed herein are strictly prohibited and may result at the sole discretion of COUNTY in the automatic termination of this MOU and the Permit.
- 5.2 At any time during the term of this MOU and the Permit, COUNTY may determine that a use that was once permitted is no longer permitted, and may thereafter order by written notice that CITY immediately stop the non-permitted activity.

5.3 The following activities/improvements only shall be permitted:

- (i) Rectangular Rapid Flashing Beacon Crosswalk System, upon completion of Phase One, and then upon completion of the Project, and
- (ii) In-Road Light Assembly, no earlier than one year after successful completion and operation of the Project.

6. PERMIT

The proposed PROJECT is subject to the issuance by and execution of the Permit between COUNTY and the CITY, as applicable. The allowance of design, construction, operation, or maintenance of the In-Road Light Assembly in the ENCROACHMENT AREA is permanent.

7. TERM

This MOU shall become effective upon the Effective Date and shall continue in effect for twenty (20) years, with automatic renewals of 20 years, unless and until (i) the MOU is terminated by COUNTY pursuant to Section 4.5 or (ii) the Parties mutually agree to terminate it by approving and executing a formal Termination of Memorandum of Understanding.

8. MISCELLEANOUS

8.1 Assignment. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles, or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

8.2 Non-Waiver. No failure of either Party to exercise any right or power given to such Party under this MOU, or to insist upon strict compliance by the other Party with the provisions of this MOU, and no custom or practice of either Party at variance with the terms and conditions of this MOU, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this MOU.

8.3 Continuity. Each of the provisions of this MOU will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of each Party.

8.4 Time of the Essence. All time limits stated herein are of the essence of this

MOU.

- 8.5 Preamble, Recitals, and Exhibits. The Preamble, Recitals, and Exhibits hereto are a part of this MOU and are incorporated herein by reference.
- 8.6 Severability. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this MOU will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.7 Captions. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this MOU.
- 8.8 Governing Law. The parties acknowledge that this MOU is governed by the laws of the State of Florida and is binding upon the parties' successors and assigns.
- 8.9 Counterparts. This MOU may be executed in up to two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- 8.10 Interpretation. Should any provision of this MOU require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
- 8.11 Execution. Each of the individuals executing this MOU represents that they are authorized to execute this MOU on behalf of their respective entities.
- 8.12 No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this MOU
- 8.13 Entire Understanding. This MOU supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous

agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this MOU. No modification of or amendment to this MOU will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

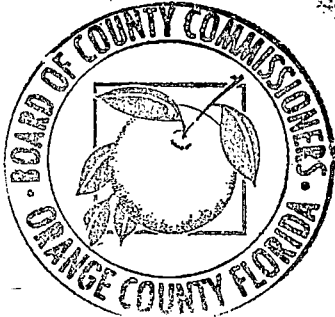
IN WITNESS WHEREOF, said Parties have hereunto set their hands and affixed their seals as of the dates written below

[SIGNATURES APPEAR ON FOLLOWING PAGES]

COUNTY

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: Bryan W. Burks

for Jerry L. Demings

Orange County Mayor

Date: 27 July 2021

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk of the Board of County Commissioners

By: Naelia Perry  
for Deputy Clerk

CITY OF BELLE ISLE, FLORIDA

Nicholas Fouraker

Nicholas Fouraker  
Mayor

Attest: Yolanda Quiceno  
Yolanda Quiceno, CMC-City Clerk



# Appendix A

# CIVIL CONSTRUCTION PLANS

## Hoffner Avenue & Monet Avenue

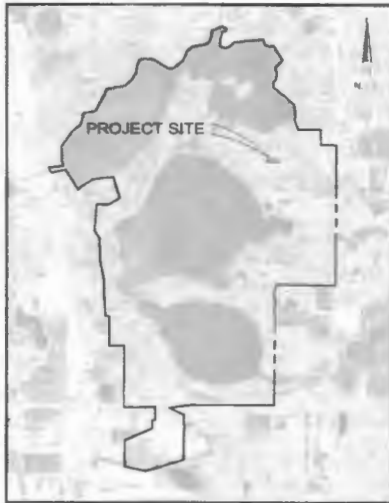
### Crosswalk Upgrades

FOR  
City of Belle Isle, Florida

PREPARED FOR



**City of Belle Isle**  
1600 Nela Ave.  
Belle Isle, FL 32809  
Tel: 407-851-7730



LOCATION MAP

PREPARED BY

**CIVIL ENGINEER**  
HARRIS CIVIL ENGINEERS, LLC.  
1200 HILLCREST STREET, SUITE 200  
ORLANDO, FL 32803  
OFFICE: 407.629.4777  
CONTACT: DAVID TAYLOR, PE or  
NICOLE LUND, EI

SHEET INDEX

<u>SHEET NUMBER</u>	<u>SHEET TITLE</u>
C-000	COVER SHEET
C-100	GENERAL NOTES & SITE PLAN MONET AVE
C-101	RRFB CROSSWALK PLAN MONET AVE

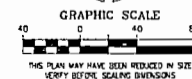
**CONSTRUCTION DOCUMENTS**

DATE October 28, 2020

HCE Continuing Services Agreement

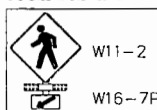
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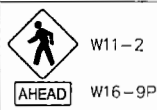
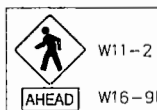
**NOTE**

- 1 REMOVE EXISTING SIGNS AND BASE.  
PROVIDE BACK TO CITY.
- 2 REFER TO DETAIL 1 ON SHEET C-101 FOR  
FULL ASSEMBLY DETAIL. SIGNS AND MUTCD  
SIGN DESIGNATION SHOWN BELOW FOR  
REFERENCE IN OVERALL PLAN.



NOTE:

1. REMOVE EXISTING SIGNS AND GIVE BACK TO CITY REUSE SIGN POLE BASE.
2. INSTALL NEW SIGNS PER THE BELOW MUTED SIGN DESIGNATIONS ON EXISTING BASE.



**NOTE:**

1. REMOVE EXISTING SIGNS AND GIVE BACK TO CITY. REUSE SIGN POLE BASE.
2. INSTALL NEW SIGNS PER THE ABOVE MUTCD SIGN DESIGNATIONS ON EXISTING BASE.



**NOTE:**

1. REMOVE EXISTING SIGNS AND BASE. PROVIDE BACK TO CITY.
2. REFER TO DETAIL 1 ON SHEET C-101 FOR FULL ASSEMBLY DETAIL. SIGNS AND MUTCO SIGN DESIGNATION SHOWN ABOVE FOR REFERENCE IN OVERALL PLAN.

Harris CMI Engineers, LLC  
1200 Hillcrest Street  
Suite 700  
Orlando, Florida 32803

Phone: (407) 629-4777  
Fax: (407) 629-7888  
[www.hartschlagengine.com](http://www.hartschlagengine.com)  
E8 5814

**HOFFNER AVENUE + MONET AVENUE  
CROSSWALK UPGRADES**

CITY OF BELLE ISLE  
600 NELA AVENUE  
BELLE ISLE, FL 32809  
307-851-7730

**Revisions:**

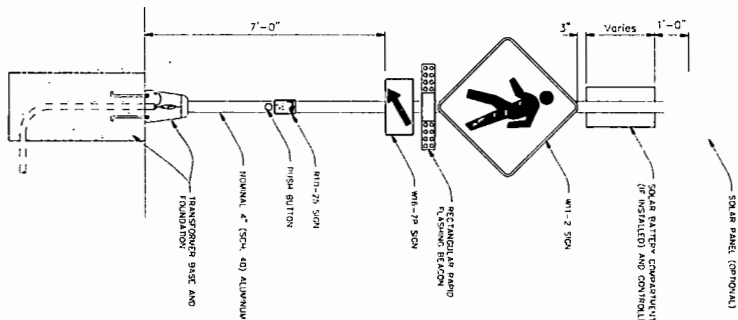
1	
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10	

GENERAL NOTES &  
SITE PLAN:  
MONNET AVE

Scale: SEE SCALE BAR  
Date: 10/28/2020  
Project No: ---  
Design: NZL  
Drawn: NZL  
Checked: DWL

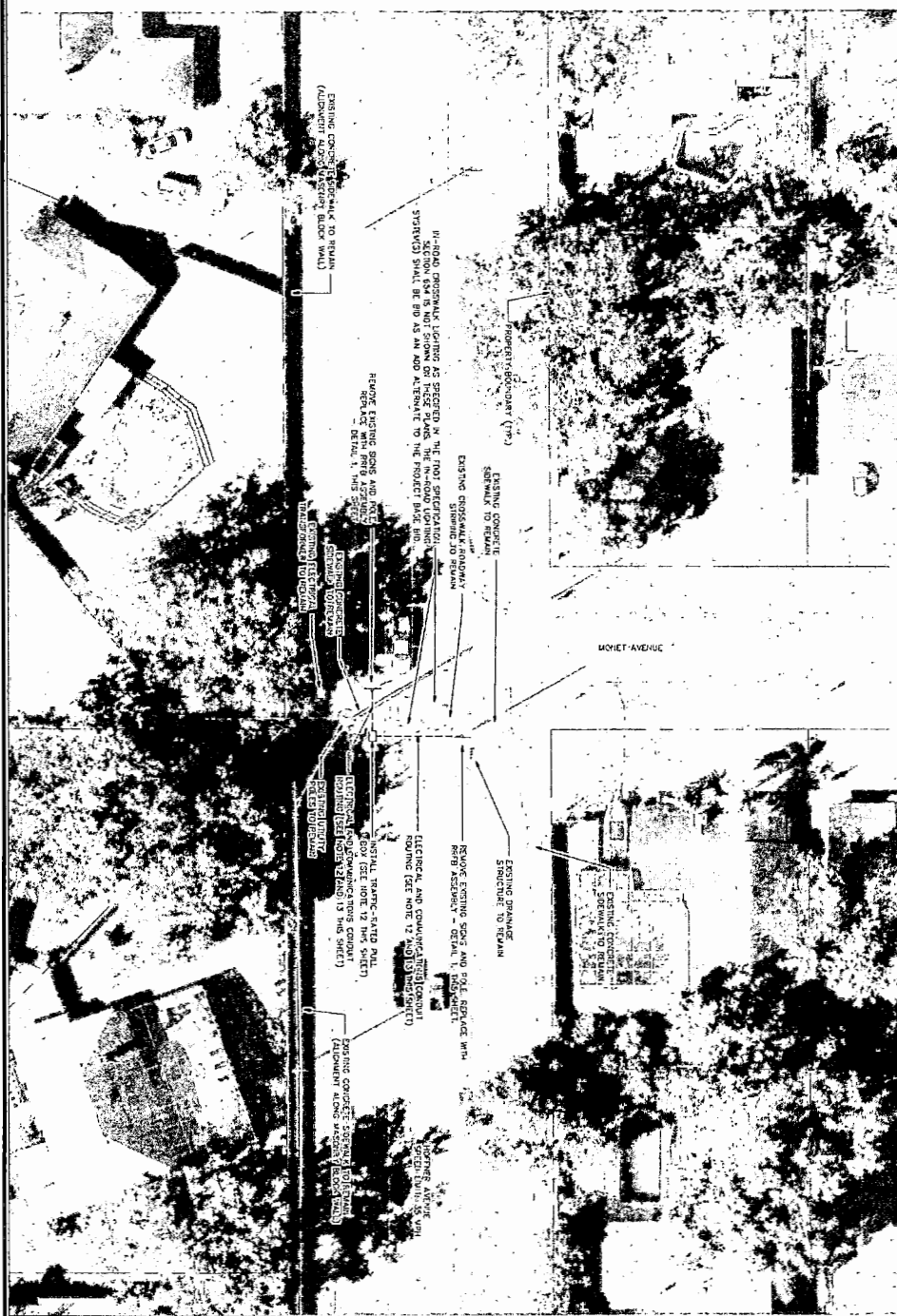
Release:

C-100



DETAIL 1

RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY  
PER FDOT STANDARD PLANS INDEX 654-001.



20 0 20 40

GRAPHIC SCALE

THIS PLAN MAY HAVE BEEN REDUCED IN SIZE  
WITHOUT NOTICE BEING GIVEN

RRFB CROSSWALK  
PLAN:  
MONET AVE

Scale: SEE SCALE BAR      Design: NZL  
Date: 10/28/2020      Drawn: NZL  
Project No: ---      Checked: DWT

**Revisions:**

9		
8		
7		
6		
5		
4		
3		
2		
1		
No.	Date	Description

## HOFFNER AVENUE + MONET AVENUE CROSSWALK UPGRADES

CITY OF BELLE ISLE  
1600 NELA AVENUE  
BELLE ISLE, FL 32809  
407-851-7730