



Interoffice Memorandum

October 13, 2021

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

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

CONTACT PERSON: Eduardo Avellaneda, P.E., Manager  
Roads & Drainage Division  
PHONE NUMBER: (407) 836-7871

Handwritten signatures of Joseph C. Kunkel and Eduardo Avellaneda.

SUBJ: **Interlocal Agreement between City of Ocoee and Orange County regarding the transfer of jurisdiction of Lauren Beth Avenue**

The City of Ocoee (City) has requested the County transfer the Deed for portions of Lauren Beth Avenue from the southern right of way line of Lake Meadows Road to 100' north of Nicole Avenue.

In accordance with Florida Statutes, a County Deed has been prepared which transfers all interest, authority, and responsibility over that portion of Lauren Beth Avenue. Approval of this Agreement transfers responsibility for maintaining that portion of Lauren Beth Avenue to the City.

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

**Action Requested: Approval and execution of (1) Interlocal Agreement between the City of Ocoee, Florida and Orange County, Florida regarding the transfer of jurisdiction of Lauren Beth Avenue and (2) County Deed for Lauren Beth Avenue. District 2.**

EA/GS/rs

Attachment(s)



**Lauren Beth Avenue**  
**Interlocal Agreement for Jurisdictional Transfer**

Author: George Shupp  
Checked by:  
Date Saved: 9/28/2021  
All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness or completeness.

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**INTERLOCAL AGREEMENT**

**between the**

**CITY OF OCOEE, FLORIDA**

**and**

**ORANGE COUNTY, FLORIDA**

**regarding the**

**TRANSFER OF JURISDICTION OF  
LAUREN BETH AVENUE**

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**Approved by the City of Ocoee  
City Commission**

*September 21*, 2021

**Approved by the Orange County  
Board of County Commissioners**

October 26, 2021

**INTERLOCAL AGREEMENT**  
**between the**  
**CITY OF OCOEE, FLORIDA**  
**and**  
**ORANGE COUNTY, FLORIDA**  
**regarding the**  
**TRANSFER OF JURISDICTION OF**  
**LAUREN BETH AVENUE**

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

**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 entity or agency 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**, Section 335.01(1), Florida Statutes, states all roads which 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 are established as, public roads;

**WHEREAS**, a “road” is defined by Section 334.03(22), 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 necessary for the maintenance of travel . . .”;

**WHEREAS**, the term “road” as defined by Section 334.03(22), 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 and/or accept dedication of, whatever the case may be, maintain, control, and have responsibility over, a portion of the County local road known as **Lauren Beth Avenue**, as generally depicted in **Appendix "A"** attached hereto, between the southern right-of-way line of Lake Meadows Road and one hundred feet (100') north of Nicole Avenue;

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

**WHEREAS**, furthermore, this Interlocal Agreement is intended to establish which party has jurisdiction to control traffic along such roads, pursuant to Section 316.006, Florida Statutes; and

**WHEREAS**, 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, pursuant to Section 316.640, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, 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.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, Lauren Beth Avenue, as generally depicted in

**Appendix “A,”** between the southern right-of-way line of Lake Meadows Road and one hundred feet (100’) north of Nicole Avenue (the “Road”).

3. **Scope.** The City’s jurisdiction over the Road means the authority and responsibility to maintain, control, repair, and improve the Road, and to control, regulate, warn, and guide traffic on the Road pursuant to Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, widening, or renaming of the Road. Henceforth, the Road shall be deemed to be part of the “City street system,” for purposes of operation, maintenance, and control of traffic.

4. **Torts.** Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts regarding the Road shall be in the City.

5. **Powers.** Except as may be otherwise provided by law or this Interlocal Agreement, and pursuant to Section 337.29(3), Florida Statutes, the City shall have the same governmental, corporate, and proprietary powers with relation to the Road that the City has with relation to other public roads and rights-of-way within the City.

6. **Modification of Traffic; Speed Limit; Weight Limits; Road Closures.** The City agrees that it shall not:

- A. alter, modify or regulate traffic on the Road, or any portion thereof, in such a manner as will reduce or impede the flow of traffic on the Road, or any portion thereof (for example, through the installation of traffic calming devices, speed humps, speed bumps, or roundabouts), excluding the realignment and vacation of portions of the Road as referenced above;
- B. reduce the speed limit of the Road below 25 miles per hour;

- C. set weight limits or prohibit or restrict certain types of traffic (for example, truck traffic) on the Road, or any portion thereof; or
- D. close or barricade the Road, or any portion thereof, to vehicular traffic, other than temporarily for road maintenance, road repair, accidents, or miscellaneous special events, such as road races.

7. **Dedication and Acceptance.** For any portion of the Road that was heretofore dedicated, and that the County heretofore accepted, including under the plat for Ocoee Heights recorded at Plat Book 10, Pages 114 and 115, the County hereby dedicates the Road, and any portion thereof, to the City, and the City hereby accepts such dedication.

8. **Deed for the Road.** The County shall execute and deliver a deed in favor of the City substantially in the form attached hereto as **Appendix "B,"** for the portion of the Road that the County holds in fee, specifically described in the legal description and sketch of description in **Schedule "A" to Appendix "B"** (the "Deed"). Within five (5) days after receipt of the Road Deed, the City shall accept it by recording it in the Official Records of Orange County at the City's expense.

9. **Vesting of Title.** Upon the recording of the Deed pursuant to Section 8 above, title in the Road shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

10. **Validity.** The City and the County 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 City and the County 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).

11. **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.

12. **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.

13. **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.

14. **Governing Law; Venue; Attorney's Fees and Costs.**

- A. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- B. 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.
- C. 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.

15. **Entire Agreement.** This Interlocal Agreement, along with its appendixes, constitutes the entire Interlocal 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.

16. **Amendments.** This Interlocal Agreement may be amended only by express written instrument approved by the City Commission and the Board of County Commissioners, and executed by the authorized officer of each party.

17. **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.

18. **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:

*[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]*

If to the City:            Robert D. Frank  
                                  City Manager  
                                  City of Ocoee  
                                  150 N. Lakeshore Drive  
                                  Ocoee, Florida 34761  
                                  Phone: (407) 905-3111  
                                  Email: rfrank@ocoee.org  
                                  Telecopy: (407) 905-3118

With a copy to:            Scott A. Cookson  
                                  City Attorney  
                                  1000 Legion Place #1700  
                                  Orlando, Florida 32801  
                                  Phone: (407) 581-9800  
                                  Email: scookson@shuffieldlowman.com  
                                  Telecopy: (407) 581-9801

If to the County:         Joseph C. Kunkel  
                                  Director, Orange County Public Works  
                                  4200 South John Young Parkway  
                                  Orlando, Florida 32839  
                                  Phone: (407) 836-7970  
                                  Email: Joseph.Kunkel@ocfl.net  
                                  Telecopy: (407) 836-7716

With a copy to:            Jeffrey J. Newton  
                                  County Attorney  
                                  Orange County Administration Center  
                                  201 South Rosalind Avenue  
                                  Orlando, Florida 32801  
                                  Phone: (407) 836-7320  
                                  Email: Jeffrey.Newton@ocfl.net  
                                  Telecopy: (407) 836-5888

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.

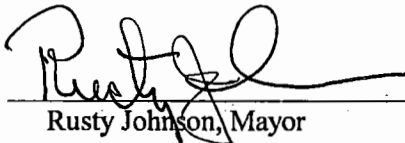
19. **Effective Date.** This Interlocal Agreement shall become effective on the date of

execution by the City or the date of execution by the County, whichever date is later.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement as of the dates indicated below.


**CITY OF OCOEE, FLORIDA**

By: City Commission

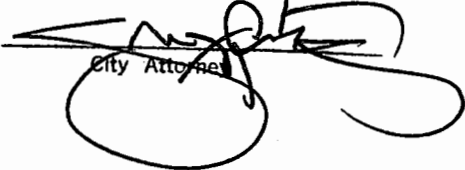
By:   
Rusty Johnson, Mayor

Date: September 21, 2021

ATTEST:

By:   
Melanie Sibbitt, City Clerk

FOR USE AND RELIANCE ONLY  
BY THE CITY OF OCOEE  
APPROVED AS TO FORM AND LEGALITY  
this 21<sup>st</sup> day of SEPT., 2021.  
Shuffield, Lowman & Wilson, P.A.

By:   
City Attorney

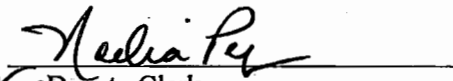
**ORANGE COUNTY, FLORIDA**

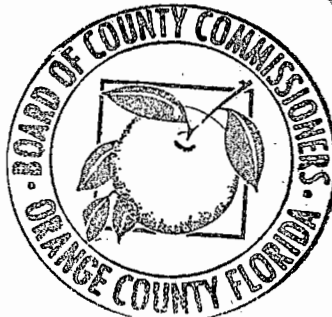
By: Board of County Commissioners

By:   
Jerry L. Demings, Mayor

Date: 28 October, 2021

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

By:   
for Deputy Clerk





**Appendix "B"**

**Project: Interlocal Agreement between the City of Ocoee and Orange County regarding the Transfer of Jurisdiction of Lauren Beth Avenue**

**COUNTY DEED FOR LAUREN BETH AVENUE**

THIS DEED, dated \_\_\_\_\_, 2021, 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 OCOEE, a municipal corporation, under the laws of the state of Florida, whose address is 150 N. Lakeshore Dr., Ocoee, Florida 34761, 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 Number(s):

Unassigned

THIS COUNTY DEED is being given for Lauren Beth Avenue in accordance with the Interlocal Agreement between the City of Ocoee and Orange County regarding the transfer of jurisdiction of Lauren Beth Avenue.

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 the City of Ocoee and Orange County regarding the Transfer of Jurisdiction of Lauren Beth Avenue**

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: \_\_\_\_\_

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

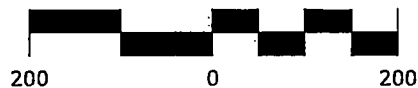
By: \_\_\_\_\_  
Deputy Clerk

Printed Name \_\_\_\_\_

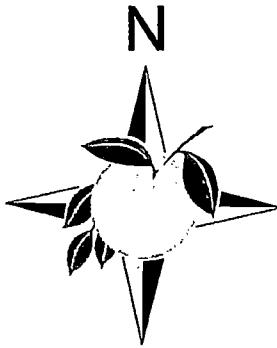
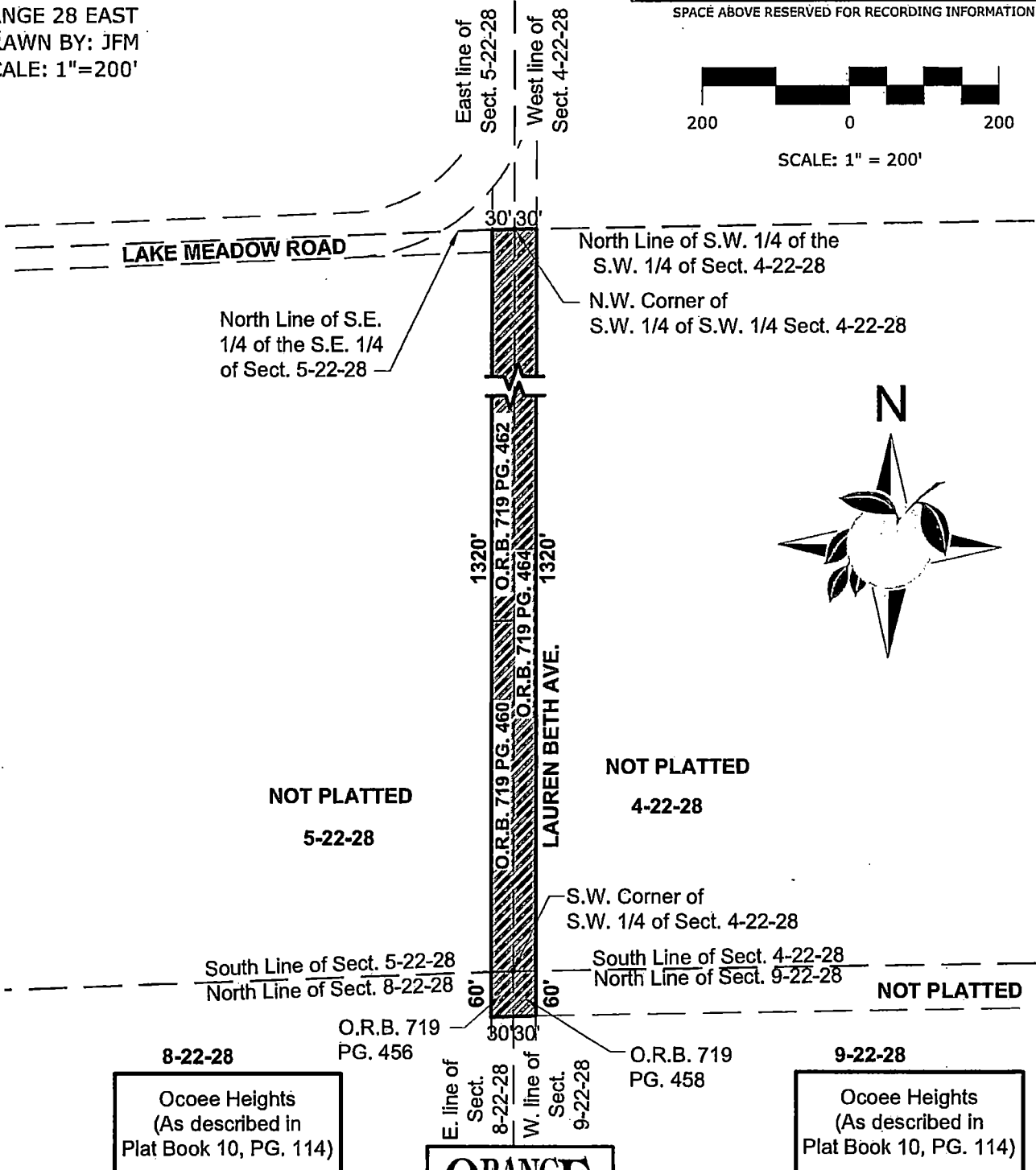
# SKETCH & DESCRIPTION

PROJECT: Lauren Beth Ave.  
 SURVEY PROJECT NUMBER: 8739  
 SECTION 09  
 TOWNSHIP 22 SOUTH  
 RANGE 28 EAST  
 DRAWN BY: JFM  
 SCALE: 1"=200'

SPACE ABOVE RESERVED FOR RECORDING INFORMATION



SCALE: 1" = 200'



ORANGE COUNTY PUBLIC WORKS  
 ENGINEERING DIVISION  
 SURVEY SECTION

4200 S. JOHN YOUNG PARKWAY  
 ORLANDO, FLORIDA 32839-9205  
 407-836-7908



# SKETCH & DESCRIPTION

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DRAWN BY: JFM  
SCALE: 1"=200'

## DESCRIPTION:

A portion of right of way for Lauren Beth Avenue lying within Sections 4, 5, 8 and 9, Township 22 South, Range 28 East, Orange County, Florida being more particularly described as follows:

The West 30.00 feet of the Southwest Quarter of the Southwest Quarter of Section 4, Township 22 South, Range 28 East, Orange County, Florida.

Together With;

The East 30.00 feet of the Southeast Quarter of the Southeast Quarter of Section 5, Township 22 South, Range 28 East, Orange County, Florida.

Together With;

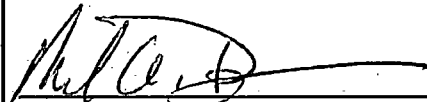
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Containing 82,800 Square Feet or 1.9 Acres, MORE or LESS.

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**MARK A. DAYNES**, REGISTERED LAND SURVEYOR  
AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5479  
DATE: 03/22/2021

I HEREBY AFFIRM THAT THIS SKETCH 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.

## LEGEND

- = CHANGE IN DIRECTION, NO POINT SET
- PG. = PAGE
- AVE. = AVENUE
- O.R.B. = OFFICIAL RECORD BOOK
- Sect. = SECTION
- E. = EAST
- W. = WEST
- N.W. = NORTH WEST
- S.E. = SOUTH EAST
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## Surveyors Notes:

1. This is not a Boundary Survey.

ORANGE COUNTY PUBLIC WORKS  
ENGINEERING DIVISION  
SURVEY SECTION



SHEET 1 of 2

4200 S. JOHN YOUNG PARKWAY  
ORLANDO, FLORIDA 32839-9205  
407-836-7908

APPROVED BY ORANGE  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

BCC Mtg. Date: Oct. 26, 2021

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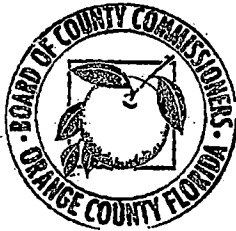
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(Official Seal)



**ORANGE COUNTY, FLORIDA**  
By Board of County Commissioners

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

Date: October 26, 2021

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

By: *Katie Smith*  
Deputy Clerk

Printed Name **Katie Smith**

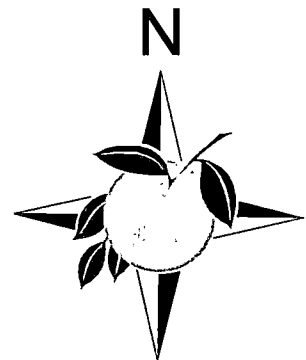
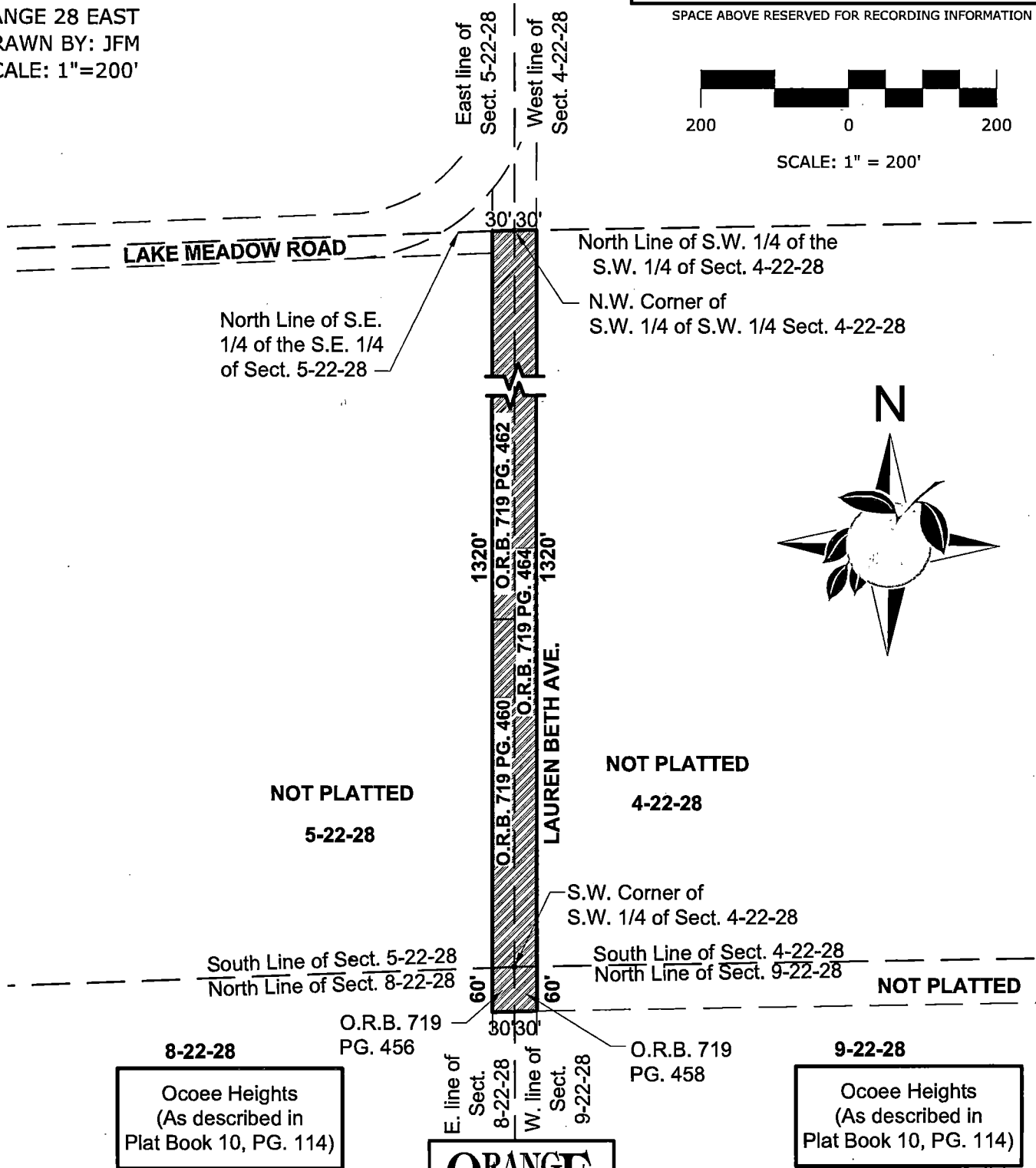
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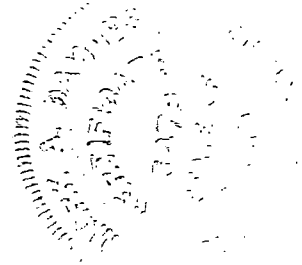
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SURVEY SECTION



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