



Interoffice Memorandum

November 5, 2021

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

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

CONTACT PERSON: Dale Mudrak, P. E., Interim Manager
Development Engineering Division
Public Works Department

PHONE NUMBER: (407) 836-7974

SUBJ: Agreement for Traffic Law Enforcement on Private Roads in Fire Creek
at Gotha

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.

Taylor Morrison of Florida, Inc., has requested such an agreement for the private roads located within the gated community of Fire Creek at Gotha. 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 Taylor Morrison of Florida, Inc., for Fire Creek at Gotha. District 1.

JCK/DM/mk

Attachment(s)

BCC Mtg. Date: Nov. 30, 2021

**AGREEMENT FOR TRAFFIC
LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for Traffic Law Enforcement on Private Roads ("Agreement") located within the gated community of **FIRE CREEK AT GOTH A** is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **TAYLOR MORRISON OF FLORIDA, INC.** (hereinafter "Owner"). County and Owner may sometimes be referred to individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as **FIRE CREEK AT GOTH A** (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.

NOW, THEREFORE, in consideration of the covenants and conditions herein, County

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

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 and any other applicable federal, state, and local laws, codes, rules, and regulations.

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 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 **FIRECREEK AT GOTHA**. 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

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

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 **FIRECREEK AT GOTHA** 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

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: Taylor Morrison of Florida, Inc
2600 Lake Lucien Dr, Ste. 350
Maitland, Fl. 32751-7489

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.

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

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 Sheriffs Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

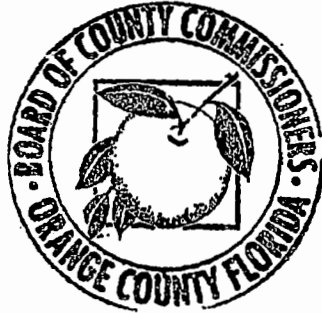
[SIGNATURES ON FOLLOWING PAGES]

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **FIRECREEK AT GOTHA** 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, County Comptroller
As Clerk of the Board of County Commissioners

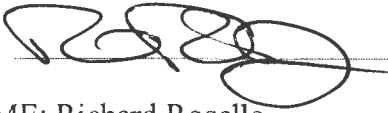
By: *Katie Smith*
Deputy Clerk

Date: November 30, 2021

[Remaining Signatures on Following Page]

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

FIRECREEK AT GOTH, LLC

BY: 

NAME: Richard Rosello

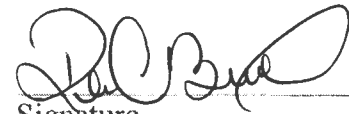
TITLE: Vice President Land Development

DATE: 11/4/2021

WITNESS:


Signature

DAMON CASCIÒ
Print Name


Signature

Renee Baxter
Print Name

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

EXHIBIT "A" LEGAL DESCRIPTION

(INSERT LEGAL DESCRIPTION OF PROPERTY)
(Maps shall be no larger than 8 ½ x 11)

Exhibit "A"

THAT PORTION OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 32; THENCE RUN S00°27'33"E ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF EIGHTH STREET, ACCORDING TO REPLAT OF PART OF BLOCKS O-P-T-U AND Y AND ALL OF BLOCK X, MAP OF GOTH, AS RECORDED IN PLAT BOOK R PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE CONTINUE S00°27'33"E ALONG SAID EAST LINE OF THE SOUTHEAST 1/4, 890.80 FEET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 8, BLOCK U, MAP OF GOTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S89°49'15"W ALONG THE NORTH LINE OF SAID LOT 8 AND EASTERLY EXTENSION, 333.05 FEET TO THE EAST LINE OF THE WEST 1/2 OF AVENUE A OF SAID MAP OF GOTH; THENCE RUN S00°24'08"E ALONG SAID EAST LINE, 370.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SIXTH STREET, OF SAID MAP OF GOTH; THENCE RUN S89°49'15"W ALONG SAID NORTH RIGHT OF WAY LINE OF SAID SIXTH STREET AND MOORE ROAD, 412.50 FEET TO THE EAST LINE OF OLD ARMY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 3313, PAGE 106, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING A POINT HEREIN AFTER REFERRED TO AS POINT "A"; THENCE RUN THE FOLLOWING FOUR (4) COURSES ALONG SAID EAST LINE OF OLD ARMY ROAD N26°45'14"E, 123.76 FEET; THENCE RUN N20°19'28"E, 232.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 12°48'07", A RADIUS OF 1169.59 FEET, AN ARC LENGTH OF 261.33 FEET, A CHORD BEARING OF N13°55'24"E AND A CHORD DISTANCE OF 260.79 FEET TO A POINT OF TANGENCY; THENCE RUN N07°31'21"E, 77.60 FEET TO THE SOUTH LINE OF LOT 8, BLOCK D, REPLAT OF PART OF BLOCKS O-P-T-U & Y AND ALL OF BLOCK X MAP OF GOTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK R, PAGE 55, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°35'52"E ALONG SAID SOUTH LINE, 516.24 FEET TO THE WEST LINE OF THE EAST 15.00 FEET OF THE WEST 1/2 OF VACATED SUTTER AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 800, PAGE 13, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°27'33"W ALONG SAID WEST LINE, 600.82 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF EIGHTH STREET; THENCE RUN N89°54'30"E ALONG SAID SOUTH RIGHT OF WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING;

BEGIN AT A POINT S89°49'15"W, 13.46 FEET FROM AFOREMENTIONED POINT "A"; THENCE RUN S89°49'15"W ALONG THE NORTH RIGHT OF WAY LINE OF AFORESAID MOORE ROAD, 65.07 FEET TO A POINT HEREIN AFTER REFERRED TO AS POINT "B" SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 11°39'19", A RADIUS OF 1939.86 FEET, AN ARC LENGTH OF 394.61 FEET, A CHORD BEARING OF N19°53'37"E AND A CHORD DISTANCE OF 393.93 FEET TO THE SOUTHWEST CORNER OF LOT 12, BLOCK D, AFORESAID MAP OF GOTH; THENCE RUN N89°49'15"E ALONG THE SOUTH LINE OF SAID LOT 12, 82.94 FEET TO THE WEST LINE OF AFORESAID OLD ARMY ROAD BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 01°58'35", A RADIUS OF 1157.59 FEET, AN ARC LENGTH OF 39.93 FEET, A CHORD BEARING OF S19°20'10"W AND A CHORD DISTANCE OF 39.93 FEET TO A POINT OF TANGENCY; THENCE CONTINUE THE FOLLOWING TWO (2) COURSES ALONG SAID WEST LINE S20°19'28"W, 231.88 FEET; S26°45'14"W, 129.18 FEET TO THE POINT OF BEGINNING;

BEGIN AT A POINT S89°49'15"W, 66.95 FEET FROM AFORESAID POINT "B"; THENCE RUN S89°49'15"W ALONG THE NORTH RIGHT OF WAY LINE OF MOORE ROAD, ALSO KNOWN AS SIXTH STREET OF SAID MAP OF GOTH, 1108.45 FEET TO THE EAST LINE OF SAID LOT 8, BLOCK Y, AFORESAID MAP OF GOTH; THENCE RUN N00°17'04"W ALONG SAID EAST LINE, 300.00 FEET TO THE NORTHEAST CORNER OF LOT 8; THENCE RUN S89°49'15"W ALONG THE NORTH LINE OF SAID LOT 8, 448.48 FEET TO THE EAST LINE OF THE WEST 217.80 FEET OF LOT 7, BLOCK Y, AFORESAID MAP OF GOTH; THENCE RUN N00°20'19"W ALONG SAID EAST LINE, 200.00 FEET TO THE NORTH LINE OF THE SOUTH 200.00 FEET OF SAID LOT 7; THENCE RUN S89°49'15"W ALONG SAID NORTH LINE, 217.80 FEET TO THE EAST RIGHT OF WAY LINE OF SEVENTH AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 7900, PAGE 391, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N00°20'19"W ALONG

SAID EAST RIGHT OF WAY LINE, 129.79 FEET TO THE SOUTH LINE OF BLOCK E, AFORESAID REPLAT OF PART OF BLOCKS O-P-T-U & Y AND ALL OF BLOCK X MAP OF GOTH; THENCE RUN N89°46'22"E ALONG THE SOUTH LINE OF SAID BLOCK E AND THE SOUTH LINE OF OAKS OF WINDERMERE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 47, PAGES 57-59, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, 1958.91 FEET TO THE EAST LINE OF SAID OAKS OF WINDERMERE BEING A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 04°56'32", A RADIUS OF 1638.85 FEET, AN ARC LENGTH OF 141.36 FEET, A CHORD BEARING OF N02°08'19"E AND A CHORD DISTANCE OF 141.32 FEET TO A POINT OF TANGENCY; THENCE RUN N00°19'57"W ALONG SAID EAST LINE, 732.29 FEET TO THE NORTH LINE OF SAID OAKS OF WINDERMERE, ALSO BEING THE SOUTH LINE OF WINDERMERE CHASE PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 106-108, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N89°43'10"E ALONG SAID SOUTH LINE, 14.03 FEET TO THE WEST LINE OF ABANDONED ATLANTIC COAST LINE RAILROAD; THENCE RUN S00°17'37"E ALONG SAID WEST LINE, 653.85 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 26°54'23", A RADIUS OF 1879.86 FEET, AN ARC LENGTH OF 882.79 FEET, A CHORD BEARING OF S13°09'34"W AND A CHORD DISTANCE OF 874.70 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH;

LOT 11, BLOCK P, MAP OF GOTH, ACCORDING TO THE PLAT THAT IS RECORDED IN PLAT BOOK A, PAGE 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 11; SAID POINT BEING 30.00 FEET NORTH OF AND 758.60 FEET EAST OF THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 28 EAST AND THE CENTERLINE OF SIXTH STREET; THENCE RUN THE FOLLOWING FOUR(4) COURSES ALONG THE BOUNDARIES OF SAID LOT 11; S89°50'39"W, 200.00 FEET; N00°17'27"W, 85.00 FEET; N89°50'39"E, 200.00 FEET; S00°17'27"E, 85.00 FEET TO THE POINT OF BEGINNING.

Agreement for Traffic Law Enforcement on Private Roads for Firecreek at Gotha

EXHIBIT "B"

(INSERT MEMO FROM ORANGE COUNTY SHERIFF'S DEPARTMENT)



Sheriff John W. Mina

ORANGE COUNTY SHERIFF'S OFFICE

June 24, 2021

The Honorable Jerry L. Demings
Mayor of Orange County
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

RE: Fire Creek At Gotha

Dear Mayor Demings:

I understand Orange County will enter into an agreement with the Fire Creek At Gotha gated community, for traffic control and enforcement pursuant to Florida Statute 316.006(3)(b). The agreement will allow the Fire Creek At Gotha Community 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/lt

cc: Off-Duty Services

Approved as to form and legality
for the reliance of the Sheriff of
Orange County only.

Dated: 6/24/2021



EXHIBIT "C"

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

Residents of **FIRECREEK AT GOTHA** 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.