August 23, 2018

TO:	Mayor Teresa Jacobs and Board of County Commissioners		
FROM:	JorMark V. Ma	assaro, P.E., Public Works Director	
CONTAC	CT PERSON:	Deodat Budhu, P.E., Manager	
<b>PHONE</b>	NUMBER:	Roads & Drainage Division (407) 836-7970	

# SUBJECT: Interlocal Agreement between Orange County and the City of Ocoee regarding improvements to and the transfer of the intersection of Fullers Cross Road and Ocoee-Apopka Road.

The City of Ocoee (City) has requested Orange County to approve the Interlocal Agreement regarding improvements to and the transfer of the intersection of Fuller Cross Road and Ocoee-Apopka Road.

In accordance with Florida Statutes, a County Deed has been prepared which transfers to the City all interest, authority and responsibility over that portion of Fullers Cross Road and Ocoee-Apopka Road intersection. Approval of this Agreement transfers responsibility for maintaining that portion of Fuller Cross Road and Ocoee-Apopka Road to the City.

The County Attorney's Office and Risk Management Division have reviewed the agreement and found it acceptable.

Action Requested: Approval and execution of (1) Interlocal Agreement between Orange County, Florida and the City of Ocoee, Florida regarding improvements to and the transfer of the intersection of Fullers Cross Road and Ocoee-Apopka Road and (2) County Deed by Orange County and City of Ocoee. District 2.

MVM/GS

Attachment(s)



APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: September 18, 2018

# **INTERLOCAL AGREEMENT**

# between

# **ORANGE COUNTY, FLORIDA**

# and the

# CITY of OCOEE, FLORIDA

# regarding

# **IMPROVEMENTS to and the TRANSFER of the**

# **INTERSECTION**

of

# FULLERS CROSS ROAD and OCOEE-APOPKA ROAD

Approved by the Orange County Board of County Commissioners SEP 1 8 2018, 2018

Approved by the City of Ocoee City Commission

# INTERLOCAL AGREEMENT between ORANGE COUNTY, FLORIDA and the CITY of OCOEE, FLORIDA regarding IMPROVEMENTS to and the TRANSFER of the INTERSECTION of FULLERS CROSS ROAD and OCOEE-APOPKA ROAD

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between Orange County, Florida, a political subdivision and charter county existing under the laws and constitution of the State of Florida ("County") at 201 South Rosalind Avenue, Orlando, Florida 32801, and the City of Ocoee, Florida, a Florida municipal corporation ("City") at 150 North Lakeshore Drive, Ocoee, Florida 34761.

#### WITNESSETH:

WHEREAS, the County has authority pursuant to Section 125.01(1)(p), Florida Statutes, to enter into agreements with another governmental entity or agency for joint performance, or performance by one unit in behalf of the other, of any of either entity's or agency's authorized functions;

WHEREAS, the City has authority pursuant to Section 166.021, Florida Statutes, to enter into agreements;

WHEREAS, all roads that 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 established as, pursuant to Section 335.01(1), Florida Statutes, 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, including, but not limited to,

associated sidewalks, the roadbed, the right-of-way, and all culverts, drains, sluices, ditches, water storage areas, waterways, embankments, slopes, retaining walls, bridges [and] tunnels . . . ";

WHEREAS, the term "road" as defined by Section 334.03(22), Florida Statutes, also implicitly includes, but is not limited to, curbs, guardrails, landscaping, and traffic control devices (such as signals and signs);

WHEREAS, according to Section 335.01(2), Florida Statutes, public roads are divided into 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(1), Florida Statutes, the jurisdiction of public roads and the responsibility for operation and maintenance within the right-of-way of any road within the State, county, and municipal road systems shall be that which existed on June 10, 1995;

WHEREAS, under Section 335.04(2), Florida Statutes, the predecessor statute to Section 335.0415, Florida Statutes, each local government's responsibilities were expressly described therein, and the responsibility of a county for the operation and maintenance of any roads under its jurisdiction that extended into and through a municipality was limited to the roadbed, curbs, culverts and drains, but did not include sidewalks, embankments and slopes;

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, Ocoee-Apopka Road is part of the County road system;

WHEREAS, Fullers Cross Road is part of the City street system;

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WHEREAS, the intersection of Fullers Cross Road and Ocoee-Apopka Road is operated and maintained by the County;

WHEREAS, the County and the City have determined that the construction of certain improvements at the intersection will alleviate existing traffic constraints at the intersection and enhance the safety of the intersection;

WHEREAS, the County and the City desire to cooperate in designing, permitting, and constructing those improvements at the intersection for the mutual benefit of the citizens, property owners, and businesses of the City and the County, according to the terms and conditions of this Agreement;

WHEREAS, the County and the City concur that those improvements will be most efficiently and expeditiously completed if the County and the City partner to fund such improvements, and if one party, the City in this case, designs, permits, bids, and constructs the improvements, according to the terms and conditions set forth herein;

WHEREAS, therefore, this Interlocal Agreement is intended to set forth the terms and conditions relating to the design, permitting, bidding and construction of the improvements to the intersection;

WHEREAS, furthermore, this Interlocal Agreement is intended to transfer the intersection to the City street system for purposes of operation and maintenance, and to act as an acknowledgment by the City of its jurisdiction and authority to operate and maintain the intersection.

WHEREAS, moreover, this Interlocal Agreement is intended to establish that the City shall have the jurisdiction to control traffic at the intersection, pursuant to Section 316.006(2), Florida Statutes; and

WHEREAS, however, this Interlocal Agreement is not intended to apply and shall not be construed as applying to the subject of which law enforcement authority (the City's Police Department or the Orange County Sheriff's Office) has jurisdiction to enforce traffic laws at the intersection, pursuant to Section 316.640, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the County and the City agree as follows:

#### Section 1. Recitals.

The foregoing recitals are true and correct and form a material part of this Agreement.

#### Section 2. "Intersection" defined.

The "Intersection" is defined in this Agreement as the area of convergence of the rights-of-way of Fullers Cross Road and Ocoee-Apopka Road, and extending approximately seven hundred and fifty (750) linear feet to the east along Fullers Cross Road, extending approximately seven hundred and fifty (750) linear feet to the south along Ocoee-Apopka Road, extending to the west along Fullers Cross Road to the eastern right-of-way line of SR 429 that intersects with Fullers Cross Road, and extending to the north along Ocoee-Apopka Road to the southern right-of-way line of SR 429 that intersects with Ocoee-Apopka Road, all as generally depicted and described in **Appendix "A"** attached hereto and incorporated herein by reference.

Section 3. Intersection Project; Intersection Project Costs; Good Faith Estimate; Parties' Shares of Costs.

(a) Intersection Project. The County and the City agree to improve the Intersection by having the City design, permit, bid and construct a left turn lane at each of the four (4) legs of the Intersection, and install a new mast arm traffic signal system at the Intersection, all as generally depicted and described in Appendix "B" ("Intersection Project").

(b) Intersection Project Costs. All actual design, permitting, construction and related costs for the Intersection Project shall be deemed "Intersection Project Costs."

(c) Good Faith Estimates. The parties' good faith estimate of the Intersection Project Costs is One Million Dollars (\$1,000,000.00). The itemization of those costs is set forth in Appendix "C" attached hereto and incorporated herein by reference.

(d) Parties' Shares of Costs. The County shall be responsible for fifty percent (50%) of the Intersection Project Costs, or Five Hundred Thousand Dollars (\$500,000.00), whichever is less. The City shall be responsible for the balance of the Intersection Project Costs, even if the City's share exceeds Five Hundred Thousand Dollars (\$500,000.00).

#### Section 4. City's Responsibilities for the Intersection Project.

(a) **Project Management.** The City shall be responsible for managing, designing, obtaining necessary permits, bidding, and constructing the Intersection Project. Coupled with the interests in the Intersection that are being dedicated and/or conveyed by the County to the City under Section 7, the City has or will have all the necessary right-of-way to construct the Intersection Project.

(b) Invoices. Before the County makes any payment for the Intersection Project pursuant to Section 5, the City shall provide the County with a copy of the invoice for such payment, for the County's review and approval.

(c) Use of County Funds. The City shall deposit and maintain the County funds in a separate account ("Account"), and distribute the County funds solely for construction of the Intersection

Project. The City shall make payments to its contractor pursuant to the payment procedures set forth in the contract. Each payment to the City's contractor shall consist of one-half City funds and one-half County funds until the County funds are depleted, at which time, the City shall be solely responsible to fund the remainder of the costs, including change orders. Also, the City shall maintain records of the Account, and the County may, at any time, upon five (5) days' notice, inspect any or all records maintained by the City related to the Account. Within twenty (20) days after completion of the Intersection Project and final payment to the contractor, the City shall provide the County with an accounting of the County funds expended from the Account and return any unexpended County funds to the County within fifteen (15) days thereafter.

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(d) County Approvals. The City must seek and obtain County approvals, as follows.

(1) **Design.** The City shall be responsible for the Intersection Project design, including procuring all applicable permits and coordinating with all applicable utilities and other third parties. The City may elect to use the Request for Qualifications process or an alternative method acceptable to the County. In either case, the County reserves the right to approve or disapprove the design. If the County does not approve or disapprove the proposed process within fifteen (15) days of being noticed by the City, the proposed process shall be deemed approved by the County.

(2) Contracts. Before entering into any contract or contracts for the design, permitting, and construction of the Intersection Project, the City shall send the County a copy of each proposed contract for the County's review and comment. If the County does not approve or disapprove a proposed contract within thirty (30) days of its delivery, the proposed contract shall be deemed approved by the County. The City shall provide the County with a copy of all fully executed contracts within five (5) business days after execution by the last party to approve and sign the contract.

(3) Construction Plans. During the design process, the City shall send the construction plans to the County for its review and comment at the 60% and 90% completion stages, and then send the County the final (100%) plans for its review and comment. Before advertising for the

solicitation of construction contract bids, the City shall obtain the County's approval of the final plans. The County shall have thirty (30) days from delivery to review and comment on the final plans. Failure by the County to approve or disapprove the final plans within such thirty (30) day period shall be deemed approval of the plans.

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(e) **Timelines for Intersection Project**. The City shall make a good faith effort to ensure that the final design plans for the Intersection Project are completed within twelve (12) months from the effective date of this Agreement, and that construction of the Intersection Project is completed within twenty four (24) months from the County's approval of the final design plans.

(f) Delays, overruns, etc. The City shall timely communicate to the County any material delays, cost overruns, and substantive issues that may arise throughout the Intersection Project. (Notwithstanding any cost overruns, the County's share of the total Intersection Project Costs shall not exceed fifty percent (50%) of the Intersection Project Costs, or Five Hundred Thousand Dollars (\$500,000.00), whichever is less.)

(g) County's Right to Inspect. The County shall have the right, at its discretion, to inspect the Intersection Project throughout the construction phase.

(h) Completion of Intersection Project. The City shall ensure that the Intersection Project is completed pursuant to the approved final design plans, as may be modified when agreed by the parties. Upon completion of the Intersection Project, the City's Public Works Director shall promptly so notify the County's Public Works Director. The completion date of the Intersection Project shall be the date when the County's Public Works Director accepts such completion.

Section 5. County's Responsibilities for Intersection Project.

(a) Payment Schedule. The County shall make payments directly to the City, according to the following schedule:

(1) Design Costs. Upon the City issuing a Notice to Proceed to the design contractor/consultant and issuing the County an invoice, the County shall, within sixty (60) days' notice,

pay the City one-half of the contract price of the design contract, which one-half amount shall not exceed \$100,000.00. Thereafter, for any change orders or design contract amendments, the County shall, within thirty (30) days' notice, pay the City one-half of such change order or amendment, subject to the County's \$500,000.00 maximum contribution.

(2) Construction Costs. Upon the City issuing a Notice to Proceed to the construction contractor and issuing the County an invoice, the County shall, within sixty (60) days' notice, pay the City one-half of the remaining Intersection Project Costs, subject to the County's \$500,000.00 maximum contribution.

(b) **Permits.** At no cost to the City, the County shall, upon request by the City, grant the City all County permits and authorizations appropriate or necessary for the City to construct the Intersection Project, including but not limited to right-of-entry and right-of-way use permits. The County waives all fees associated with such permits and authorizations.

(c) County Review of Estimates, Costs, Payments, and Plans. To the extent the County disapproves or objects to any estimates, costs, payments or plans where authorized to do so under this Agreement, the parties shall attempt to reach agreement on such issue within thirty (30) days of the County's disapproval or objection, or within such other time as may be agreed upon by the City's and the County's representatives.

Section 6. Transfer of Jurisdiction of Intersection; Scope; Liability for Torts.

(a) **Transfer of Jurisdiction.** The County hereby transfers to the City, and the City hereby accepts and acknowledges jurisdiction over, the Intersection.

(b) Scope of Jurisdiction. The City's jurisdiction to operate and maintain the Intersection means the authority and responsibility to maintain, control, repair, replace, inspect, modify, or improve the Intersection. Accordingly, the Intersection shall be deemed to be a part of the City's street system for purposes of operation and maintenance.

(c) Liability for Torts. Pursuant to Section 337.29(3), Florida Statutes, to the extent that sovereign immunity has been waived, liability for torts arising from events occurring after the date of the County's dedication and conveyance under Section 7 shall be in the City. However, nothing in this Agreement waives or is intended to waive the sovereign immunity of the City (or the County for events occurring on or before the date of the County's conveyance).

(d) City's Powers over Intersection. Also pursuant to Section 337.29(3), Florida Statutes, except as otherwise provided by law or this Agreement, the City shall have the same governmental, corporate, and proprietary powers with relation to the Intersection that the City has with relation to other public roads and rights-of-way within the City.

#### Section 7. Dedication and Acceptance; County Deed; Vesting of Title.

(a) Dedication and Acceptance. For any portions of the Intersection that were heretofore dedicated for the use and benefit of the public or to the County, and that the County heretofore accepted, the County hereby dedicates such portions to the City, and the City hereby accepts such dedication.

(b) County Deed. Within fifteen (15) calendar days after the effective date of this Agreement, the County shall execute and deliver to the City a deed in favor of the City substantially in the form attached hereto as Appendix "D" for the portions of the Intersection that the County holds a property interest *and* that are specifically described in the legal description and sketch of description attached to Appendix "D" as Schedule "A" ("County Deed"). Within five (5) business days after receipt of the County Deed, the City shall accept the County Deed by recording it in the Official Records of Orange County at the City's expense, and within three (3) business days after recording it the City shall send copies of the recorded County Deed to the County Administrator and the County's Public Works Director at their respective addresses set forth in Section 9.

(c) Vesting of Title. The County Deed described in subsection (b) shall constitute the deed required under Section 337.29(3), Florida Statutes, in order to vest title in the Intersection in the City.

Accordingly, upon the recording of the County Deed, title in the Intersection shall vest in the City pursuant to Section 337.29(3), Florida Statutes.

#### Section 8. Responsibility for Traffic Control at Intersection.

Upon completion of the Intersection Project, the City shall be responsible for regulating, warning, guiding, and controlling traffic and pedestrians in the Intersection, as authorized under Section 316.006(2), Florida Statutes, regardless of any future alteration, realignment, construction, extension, or widening of the Intersection.

## Section 9. General Provisions.

. .

(a) Validity. The County and the City each represents, warrants, and covenants to and with the other its respective authority and power under Florida law to enter into this Agreement, acknowledges the validity and enforceability of this Agreement, and waives any future right or defense based on any claim of illegality, invalidity or unenforceability of any nature.

#### (b) Governing Law; Venue; Attorney's Fees and Costs.

(1) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

(2) Venue. Venue for any action arising out of or related to this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

(3) Attorney's Fees and Costs. 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 attorney's fees and costs.

(c) Remedies. Upon any failure of either party to perform its obligations under this Agreement, the aggrieved party shall have the right to pursue any remedy available in law, equity, or otherwise, but before a court action is maintained, such party must comply with Chapter 164, Florida Statutes, incorporated herein by reference.

(d) Entire Agreement. This Agreement, and its appendixes, constitutes the entire agreement of the parties with respect to the subject matters of this Agreement. Therefore, any previous oral or

written communications or understandings of the parties with respect to the subject matters hereof are null and void and pre-empted by this Agreement.

### (e) Amendments.

Any amendments to this Agreement shall only be deemed enforceable only if in writing, approved by the Board of County Commissioners and the City Commission, and signed by the parties hereto.

### (f) Waivers.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. A waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing.

(g) Notices. All notices required to be given hereunder shall be in writing and shall be deemed given and received in the following circumstances: (1) when personally delivered by hand; (2) three business days after being deposited in the United States Mail, postage prepaid, certified or registered; (3) the next business day after being deposited with a recognized overnight mail courier delivery service; (4) when sent by electronic mail; or (5) when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission. All notices hereunder shall be addressed as follows (or to such other official or at such other address, of which either party hereto shall subsequently give written notice as provided herein):

If to the County:

Director Orange County Public Works Department 4200 S. John Young Parkway Orlando, Florida 32839-9205 Phone: (407) 836-7900 Telecopy: (407) 836-7716

With a copy to:

County Administrator Post Office Box 1393 Orlando, Florida 32802 Phone: (407) 836-7370 Telecopy: (407) 836-7399

If to the City:

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

With a copy to:

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

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 address or official for notice purposes by giving the other party notice as provided herein.

(h) 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 and wording herein shall be construed equally for and against the parties.

(i) Headings. The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, and are not intended to affect the construction of or to be taken into consideration in interpreting this Agreement.

Section 10. Effective Date. This Agreement shall take become effective on the date of approval by the County, or on the date of approval by the City, whichever date is later ("Effective Date").

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the

dates written below.



#### ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

Dy. <u>Apil dalchanda</u>. Aeresa Jacobs, Mayor Date: <u>September 18</u>, 2018

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

By: Clerk Katie Smith

Print Name:

## CITY OF OCOEE, FLORIDA

By: City Commission

By: Rusty J inson, Mayor new 1 21, 2018 Date:

ATTEST: Melanie Sibbitt, City Clerk By:

Print Name: Melanie Sibbitt

FOR THE USE AND RELIANCE ONLY OF THE CITY OF OCOEE, FLORIDA: APPROVED AS TO FORM AND LEGALITY this **21** T day of AVG. , 2018

By: ook on, City Attorney Scot

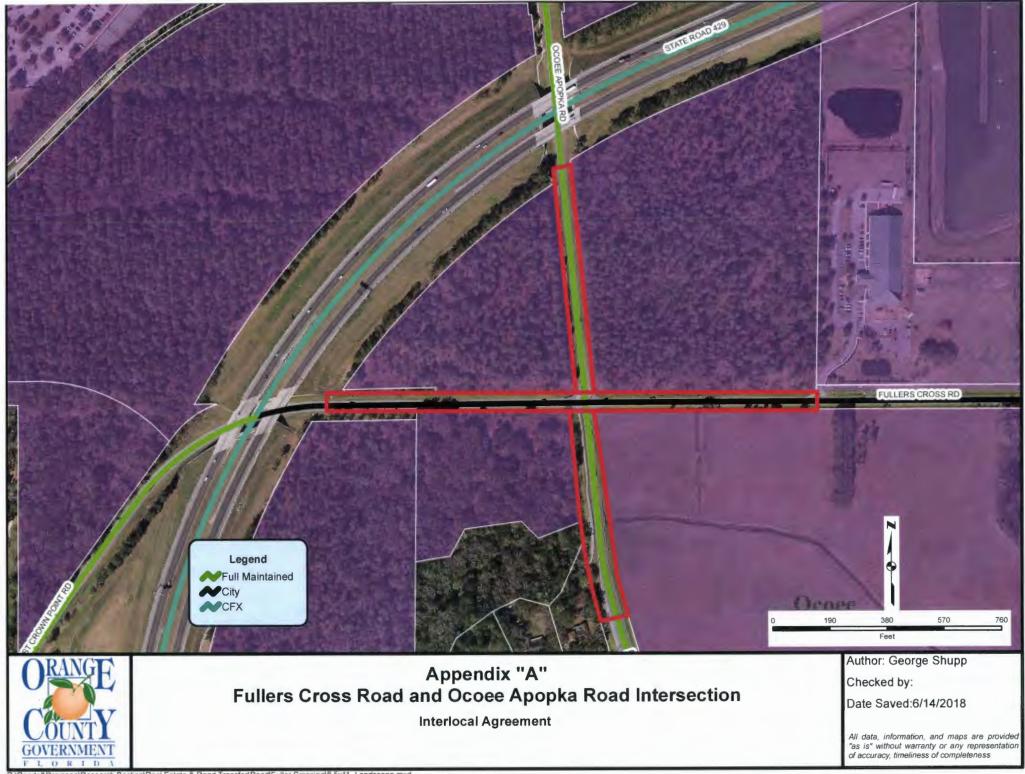
APPROVED BY THE OCOEE CITY COMMISSION AT A MEETING HELD ON <u>August</u> 21, 2018 UNDER AGENDA ITEM NO. 10

# Appendix "A"

**General Depiction of Intersection** 

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R \Roads&Drainage\Research Section\Real Estate & Road Transfer\RoadFuller Crossing\8.5x11\_Landscape.mxd

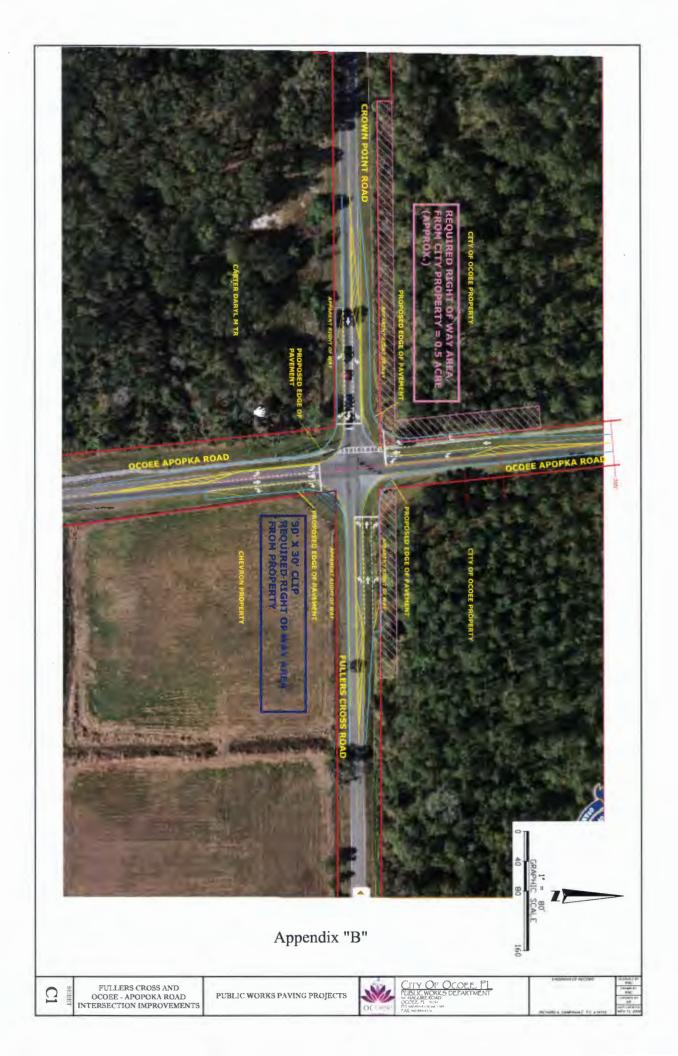
# Appendix "B"

**General Description of Intersection Project** 

# Appendix "B"

# **General Description of Intersection Project**

The project is to construct improvements to the intersection of Ocoee-Apopka Road and Fullers Cross Road. The existing intersection is a signalized, four-way crossing with rural sections on both roads. The proposed improvements will be to add left-turn deceleration lanes from the four approaches, adding south-bound and east-bound right turn deceleration lanes, and the replacement of the existing traffic signal with a mast arm traffic signal.



# Appendix "C"

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Good Faith Estimate and Itemization of Intersection Project Costs

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# Appendix "C"

Good Faith Estimate and Itemization of Intersection Project Costs

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- \$ 212,600 Design fees with VHB (includes \$3,000 for expenses).
- \$ 80,000 Value of anticipated right of way dedication of City property.
   1/2 acre at \$160,000/acre commercial property.
- \$ 2,000 Value of corner clip from southeast quadrant development.
   450 square feet.
- <u>\$ 705,400</u> Alowable Construction Costs.

\$1,000,000 Total Project.



Phone: 407.839.4006 Fax: 407.839.4008 www.vhb.com Engineers | Scientists | Planners | Designers Vanasse Hangen Brustlin, Inc. Landmark Center Two Suite 300 225 E. Robinson Street Orlando, Florida 32801

New Contract

# **Client Authorization**

June 20, 2018

🛛 A	mendment No.	21	Project No.	61975.00	
Proje	ect Name	Ocoee Crown Intersection I	Point – Ocoee-Apop nprovements	oka Road & Fu	ller's Cross Road
To:	Mr. Drew Abel Mattamy Homes	Orlando	Cost Estimate	Amendment	Contract Total
	1900 Summit To Suite 500		Labor	\$209,600 plus Hourly Fees	
	Orlando, FL 3281	0	Expenses	As Incurred	
			Fixed Fe	e [	] Time & Expenses
			Cost + I	ixed Fee	Other

Date

Pursuant to the original agreement, Vanasse Hangen Brustlin, Inc., (VHB) provides this amendment for the additional services as outlined below. The services will be accomplished in accordance with the conditions of the original agreement. The additional scope of work is described below.

# **PROJECT DESCRIPTION**

The City of Ocoee desires to construct improvements to the intersection of Ocoee-Apopka Road and Fullers Cross Road. The existing intersection is a signalized, four-way crossing with rural sections on both roads. The proposed improvements will be to add left turn lanes from the four approaches, adding south-bound and east-bound right turn lanes, and the construction of a mast arm traffic signal. Ocoee-Apopka Road is owned and maintained by Orange County, Florida, and Fullers Cross Road is owned and maintained by the City of Ocoee. Pursuant to discussions with the City of Ocoee, the proposed improvements will be permitted through the City of Ocoee and the St. Johns River Water Management District (SJRWMD) only.

VHB will provide engineering, survey, and environmental services to assist in the construction of the proposed intersection improvements. The following scope of services will be provided:

# SCOPE OF SERVICES

# **ANALYSIS PHASE**

# 1.0 Design Traffic Study

VHB will prepare a Design Traffic Study (DTS) in support of the Ocoee Crown Point Parkway at N Fullers Cross Road intersection design. The DTS will be prepared in accordance with the Florida Department of Transportation (FDOT) general design traffic methods and procedures. The detailed Scope of Services to be performed by VHB is explained in more detail below:

# **Existing Conditions:**

To assess current traffic demand in the project area traffic count data will be required. VHB will collect the following vehicular counts:

 2-hour turning movement counts during the AM and PM peak periods at the Ocoee Apopka Road at N Fullers Cross Road intersection.

## **Future Conditions**

VHB will analyze two future scenarios:

- o Opening Year
- Design Year

For each of the future scenarios, the following tasks will be performed:

- o Edit travel demand model to better reflect approved developments in the area
- o Perform a trip generation estimate for the approved developments along Ocoee Crown Point Parkway
- o Determine the additional development traffic that will circulate through this intersection
- o Reassign existing volumes to reflect the Ocoee Crown Point Parkway extension project
- o For each of the Ocoee Crown Point Parkway at N Fullers Cross Road intersection VHB will:
  - Develop design volumes (peak hours)
  - Perform level of service computations
  - Define intersection geometry, need for turn lanes and corresponding lengths

VHB will prepare a Draft Report summarizing existing and future operating conditions and intersection geometric design needs for Client review and comment. Upon review and comment by the Client, VHB will prepare a Final Report summarizing the DTS findings.

## 2.0 Boundary Survey

To facilitate the construction of turn lanes at the intersection, it will be necessary for the City of Ocoee to transfer and/or purchase lands from the surrounding parcels. VHB will prepare boundary surveys for the four properties surrounding the intersection. Legal descriptions can will be written to describe the portions being transferred for right of way requirements. The four parcels are identified by the Orange County Property Appraiser as Parcel ID.:

07-22-28-0000-00-001	The southeast parcel, owned by Chevron Land and Development Co.
07-22-28-0000-00-071	The southwest parcel, owned by Daryl M. Carter, Trustee
06-22-28-0000-00-055	The northwest parcel, owned by the City of Ocoee
06-22-28-0000-00-056	The northeast parcel, owned by the City of Ocoee

VHB will perform and document the boundary surveys in accordance with guidelines and requirements within Florida's Administrative Code, Chapter 5J-17.050 through 5J-17.053 and will specifically accomplish the following tasks:

- Research of the Public Records to obtain property descriptions, Right of Way Maps and other documents that
  pertain to the roadways and properties
- Set horizontal control based on the North American Datum of 1983 (NAD83), projected to Florida's State Plane Coordinate System, East Zone
- Search for and locate existing boundary corners and right of way monuments
- Analyze available recorded and field located information to establish accurate boundary lines for the parcels
- Per direction from the City and the Engineer of Record, create legal descriptions to describe the required right of way takes

Deliverables will consist of signed boundary surveys and CAD files as well as legal descriptions and sketches for the land transfers. It is anticipated that land transfers for the required right of way will be completed through boundary surveys and legal descriptions; as such, right of way maps are not included in this scope.

## 3.0 Topographic Survey

VHB will perform a topographic survey of the intersection. The limits will be for the following areas:

Two originals of this Authorization need to be executed. One original needs to be forwarded to Accounting Contract Files.

Ocoee Apopka Road - 850 feet North and 750 feet South of the intersection with an additional 50 feet outside the right of way.

Fullers Cross Road – 850 feet West and 800 feet East of the intersection with an additional 50 feet outside the South right of way and an additional 70 feet outside the North right of way.

VHB will perform and document the topographic survey following guidelines and requirements within Florida's Administrative Code, Chapter 5J-17.050 through 5J-17.053 and will specifically accomplish the following tasks:

- Set horizontal control based on NAD83, projected to Florida's State Plane Coordinate System, East Zone. Vertical control will be based on the North American Vertical Datum of 1988 (NAVD88)
- Locate improvements and ground features along 75 feet cross-sections and as necessary to define changes in direction
- Cut lines of site into the woods every 75 feet to coincide with the roadway cross-sections and locate spot elevations and feature lines
- Locate and detail drainage or sanitary structures
- Contact Sunshine 811 to have existing underground utility lines flagged in the field. Locate flagged utilities
- Locate above ground utility lines and evidence of below ground utility lines
- Locate soil borings (assumes 20 borings, preliminary boring locations to be provided by the geotechnical engineer prior to completion of the topographic survey field work)

Deliverables will consist of CAD design files and signed topographic surveys combined with the boundary surveys.

# 4.0 Underground Utility Survey

As a convenience to the Client, VHB will contract with a subconsultant to have the proposed Mast Arm locations checked for underground utility line conflicts. Additionally, the sub-consultant will perform vertical verification of underground utility lines at spots determined necessary by the engineer of record. VHB will not direct, supervise or influence their work activities or product. VHB's responsibility will be to communicate with and manage the sub-consultant as part of the consulting team. The subconsultant will perform the soft digs on a cost per hole basis at the rate of \$350 for hard surfaces and \$250 for soft surfaces.

# 5.0 Geotechnical Analysis

- As a convenience to the client, VHB will contract with a geotechnical engineer to provide the following scope of services. VHB will not direct, supervise or influence their work activities or product. VHB's responsibility will be to communicate with and manage the sub-consultant as part of the consulting team.
  - Mobilization of truck mounted drill rig and crew
  - Mobilization of pavement coring equipment and crew
  - Clear utilities at boring locations along Ocoee-Apopka Road and Fullers Cross Road
  - Perform six (6) auger borings to a depth of 5 feet and two (2) auger borings to a depth of 15 feet below grade along the Ocoee-Apopka Road for turn lanes and swale segments. Borings will be performed on approximate 200-foot intervals.
  - Perform six (6) auger borings to a depth of 5 feet and two (2) auger borings to a depth of 15 feet below grade for turn lanes and swale segments. Borings will be performed on approximate 200-foot intervals.
  - Perform four (4) SPT or CPT borings/soundings to a depth of 30 feet at the proposed mast arm signal pole locations
  - Perform two (2) field permeability tests
  - Perform four (4) six-inch diameter pavement cores (2 cores along Ocoee-Apopka Road and 2 cores along Fullers Cross Road) for existing pavement component details. All core holes will be patched with in-kind materials. The Geotechnical Engineer will utilize a 2-man crew and 2 police officers with vehicles to provide MOT during the lane closures.
  - Perform four (4) Volume Recovery Analyses (VRA's) to assist in swale system design

Two originals of this Authorization need to be executed. One original needs to be forwarded to Accounting Contract Files.

- Perform laboratory soil classification tests to aid in visual soil classification
- Issue a geotechnical engineering report, signed and sealed by a Geotechnical Engineer licensed in Florida. The geotechnical report will provide geotechnical recommendations regarding design of the following project elements:
  - o Subsurface conditions at the boring locations
  - o Measured and estimated seasonal high groundwater depths
  - o Site preparation
  - Fill selection, placement and compaction
  - o Document pavement conditions
  - o Roadway subgrade design
  - Volume Recovery Analyses for swale design
  - o Mast Arm Signal Pole (MASP) foundation design

# 6.0 Preliminary Biological Assessment

VHB will conduct the following tasks to assess the environmental conditions of the project area:

- Obtain and compile appropriate ecological data in GIS layers as may be readily available. This information will
  contain color aerial photography, habitat maps, soils maps, protected species locations and the approximate
  wetland boundaries per National Wetland Inventory (NWI) and SJRWMD data.
- Conduct a field survey to determine the approximate extent of natural and man-made habitats on the project site.
- Conduct a reconnaissance-level field survey of native habitats within the project area to record observations of protected species and evaluate the potential for their occurrence. Species-specific surveys will not be conducted under this task. If they are required, a separate amendment will be provided that covers these surveys.
- A report will be prepared that summarizes the findings of the data review and the field survey. The report will
  contain descriptions and figures depicting the approximate locations of soils, the habitat/land use types and
  observed protected species. The likelihood of protected species to occur on the project and the potential need
  for permits will also be discussed as part of this report, along with other development implications related to
  the ecology/biology of the site.

Based on the results of the Preliminary Biological Assessment, VHB will provide a separate amendment for services associated with wetland and/or species surveys, impact permitting, mitigation, and other related tasks.

# 7.0 Roadway Design Analysis

Using the approved Design Traffic Study, VHB will prepare a typical section package and develop the geometric layout for the proposed improvements. The project will be designed as a rural section with open swale drainage, consistent with the existing conditions. There is an existing sidewalk along the west side of Ocoee Apopka Road that will remain or be realigned as required to construct the proposed improvements. No additional trails or sidewalks will be constructed along Ocoee Apopka Road with this project. There are no existing sidewalks or trails along Fullers Cross Road within the project limits, and none are proposed to be constructed with this project. VHB will determine the limits of additional right-of-way required to construct the proposed roadway and drainage improvements for the project. The analysis will contain a preliminary assessment of utility constraints based on a review of readily available information regarding existing utilities within the proposed project limits.

VHB will provide a draft analysis to the City of Ocoee for review and comment. Upon review and comment by the City of Ocoee, VHB will prepare a Final Roadway Design Analysis.

# 8.0 Drainage Design Analysis

VHB will design a drainage and stormwater management system in accordance with the requirements set forth by the City of Ocoee and the SJRWMD. The project will be designed as a rural section with open swale drainage. Treatment

and attenuation will be provided for the proposed additional impervious area only by expanding the existing swale system and incorporating ditch blocks. It is assumed that the proposed stormwater management system for the intersection improvements will not be required to provide treatment or attenuation for the existing roadway section. The proposed swale modifications will maintain the current discharge paths of the roadside swales. This scope does not include the design of stormwater ponds. VHB will rely upon the estimated seasonal high-water elevations provided by the Geotechnical Engineer for the analysis and design of the stormwater management system.

VHB will provide a draft analysis to the City of Ocoee for review and comment. VHB will also schedule and attend one (1) pre-application meeting with SJRWMD to discuss the proposed design methodology. Upon review and comment by the City of Ocoee, VHB will prepare a Final Drainage Design Analysis.

# 9.0 Development Agreement Assistance

As requested by the Client, VHB will assist the Client or Client's attorney with the preparation, review, or negotiation of development agreements/dedications related to the proposed roadway improvements.

#### **DESIGN PHASE**

## 10.0 Preparation of 60% Design Plans

Utilizing the approved Roadway and Drainage Design Analyses, VHB will prepare preliminary "60% Design Plans" for the proposed intersection improvements at Ocoee-Apopka Road and Fullers Cross Road. It is assumed that these plans will be prepared as a single plan set, and will contain the following elements:

- Existing and Proposed right-of-way limits
- Existing topography along proposed roadway corridor
- Typical roadway sections for 2-lane rural roads with open swale drainage and turn lanes at intersection
- Existing sidewalk location and proposed modification to existing sidewalk along west side of Ocoee-Apopka Road only (no new sidewalks or widening of existing sidewalk are proposed)
- Pavement section
- Horizontal alignment showing existing roadway centerline, existing and proposed edge of pavement, travel lanes, and turn lanes
- Preliminary intersection improvements at Ocoee-Apopka Road and Fullers Cross Road
- Preliminary swale sections and grading details
- Preliminary traffic signal mast-arm foundation locations

It is assumed that the provided pavement widening section for the turn lanes will also be for milling and resurfacing and/or over-building the existing asphalt roadway section. No modifications to the existing roadway elevations that would require removal and reconstruction of the existing roadways are anticipated.

These plans will be submitted to the City of Ocoee for review and comment. VHB will attend one (1) meeting with City Staff to discuss comments on the 60% Design Plans. Comments will be addressed in the Final Engineering Construction Plans as discussed below.

The 60% Design Plans will also be provided to franchise utility companies with existing infrastructure identified within the project area.

#### 11.0 Preparation of Final Engineering Construction Plans

VHB will prepare the Final Roadway Design and Construction Documents for the proposed intersection improvements at Ocoee-Apopka Road and Fullers Cross Road. These plans will address review comments to the 60% Design Plans provided by the City of Ocoee, and will be prepared in accordance with City of Ocoee criteria, SJRWMD criteria, and the State of Florida regulations. These plans will contain the following elements:

• Typical Roadway Sections

Two originals of this Authorization need to be executed. One original needs to be forwarded to Accounting Contract Files.

- Grading, paving and drainage for the proposed intersection improvements
- Erosion Protection Plan
- Site Geometry Plan
- Striping and Signage Plan
- Construction Details
- Utility Adjustment Sheets

Utility adjustment sheets will be prepared showing relocated facilities by others. These plans will be based on information provided by the utility companies and available as-built plans. The disposition of the existing utilities, as determined by the utility company, will be called out on these sheets.

This scope does not include design time to re-design utilities to avoid utility conflicts; however, VHB will work with each utility owner to avoid forced relocations where feasible. It is assumed that utility conflicts will be resolved by the affected utility owner. Design of minor utility adjustments such raising existing manhole rings or valves covers to the proposed grade is also part of this scope.

The following utility systems will be designed by others. VHB will provide the franchise utility companies copies of the final engineering plans to assist in their design. These utility systems contain the following:

- Modifications to existing wet or dry utilities within the existing or proposed right-of-way
- Primary electrical distribution system, transformers and pad mounted switches
- Telecommunications distribution systems
- Roadway lighting feeder system
- Electric ductbank conduit system and roadway lighting

The roadway plans will be prepared as a developer-constructed project, and will not adhere to FDOT or other highway construction plan set standards; as such, the plans will NOT contain the following elements:

- Cross-sections at 100-ft station intervals
- Profile Sheets
- Drainage Structure Summary Sheets
- Drainage Structure Cross-Sections
- Utility Relocation Plans
- Construction Quantity Sheets
- Maintenance of Traffic Plans

It is assumed that these construction plans will need to be processed through the City of Ocoee and SJRWMD only.

# 12.0 Preparation of Construction Specifications and Bid Form

VHB will assemble a Construction Specifications package identifying the governing standards and technical specifications for the construction of the proposed project. The Construction Specifications package will be based on publicly available specifications published by the FDOT, the City of Ocoee, Florida, and Orange County, Florida, as applicable. It is assumed that all proposed improvements will be designed in accordance with standard construction practices for public roadways in the State of Florida; as such, the preparation of specifications for custom items not governed by publicly available specifications published by the agencies listed above is not included in this scope of services.

VHB will also prepare a Bid Quantities Form listing the anticipated construction line items and corresponding quantities for the proposed improvements. The Bid Quantities Form will be based on the Final Engineering Construction Plans as approved by the City of Ocoee and the SJRWMD. The Bid Quantities Form will be separate from the construction plan set, and will be used to assist the Client in procuring and comparing contractor bids for the construction of the proposed project by providing a standardized format. The contractor shall be responsible for the construction of all improvements identified in the Final Engineering Construction Plans in accordance with the project Construction Specifications.

Two originals of this Authorization need to be executed. One original needs to be forwarded to Accounting Contract Files.

# 13.0 Traffic Signal Design

VHB will prepare traffic signal plans for the intersection of Ocoee Apopka Road at Fullers Cross Road. The traffic signal will be designed with mast arm poles placed at each corner with the appropriate signal heads reflecting the proposed approach lanes. The plans will contain one key sheet, one tabulation of quantities sheet, one general notes/pay item notes sheet, one plan sheet prepared in 1'' = 40' scale showing the traffic signal detail layout, signing and pavement marking modification sheet, mast arm tabulation and details sheet, guide sign worksheet for the internally illuminated street name signs, SPT boring sheets, and other signalization details.

### 14.0 Structural Mast-Arm Design

VHB will perform design analysis of the four (4) mast arm pole structures using data obtained from the Standard Penetration Test reports provided by the Geotechnical Engineer and based on the horizontal and vertical wind loads for each mast arm pole. The structural analysis and design will done in accordance with AASHTO and FDOT design criteria. The design analysis will provide the type of mast arm pole and foundation required to support the overhead traffic signal displays.

#### 15.0 Structural Box Culvert Extension Design

VHB will provide structural engineering design services and plans preparation for the extension of the existing box culvert on Ocoee Apopka Road. The existing culvert will be extended to on one side to accommodate additional roadway width. The design and plans will be prepared per FDOT requirements. VHB will also provide, as required, custom structural details associated with the intersection of the proposed box culvert extension with storm culverts that run adjacent and parallel to Ocoee Apopka Road. VHB will rely on subsurface soil parameters and design recommendations provided by the geotechnical engineer of record for completion of the proposed box culvert extension design. It is assumed that the culvert extension will be constructed in one phase.

## 16.0 SJRWMD Environmental Resource Permitting

VHB will prepare and submit an Environmental Resource Permit (ERP) application to SJRWMD for the project. The following items will be provided under this task:

- VHB will prepare the Application Document and Drawings:
  - o Environmental Resource Permit Application Sections A, C and E
  - Stormwater Technical Report documenting the approach and methodologies used to analyze and design the stormwater management system.
  - o Supporting Stormwater Management Computations
- VHB will provide written responses and associated drawing revisions related to one (1) Request for Additional Information regarding application components prepared by VHB. This task does not include design revisions or modifications resulting from plan changes by the client.

It is assumed that no impacts to wetlands or surface waters will be required for the construction of the proposed intersection improvements. Should wetland or surface water impacts be required, a separate proposal for those services will be provided to the Client.

## 17.0 Permit Processing

VHB will assist the Client with the processing of construction plans as outlined in the previous tasks. VHB will provide additional information and supporting documentation, as required, to assist with the review of various phases and infrastructure systems for the project. VHB will keep the Client informed of the applications status and agency review comments.

## 18.0 Meetings and Communication

VHB will attend and participate in project communication, project meetings, work sessions and site meetings with the Client and their other Consultants as required throughout this phase of the project. It is anticipated that up to six (6) project meetings may be scheduled by the Client and attended by a VHB representative.

## CONSTRUCTION PHASE

#### 19.0 Construction Administration

Upon receipt of the necessary construction permits, VHB will provide construction administration services as follows:

- VHB will provide engineering plans for soliciting bids from qualified contractors and assist the Client in the bid review process.
- VHB will provide "for construction use" final engineering plans for use by the Client and the selected contractor.
- VHB will conduct a pre-construction conference with representatives of the selected contractor, the City of Ocoee, and the Client.
- VHB will review submittals for civil engineering related components of the project. VHB's review and approval of submittals such as shop drawings, product data, samples and other data will be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor and other unrelated parties. Review of a specific item will not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB will not be responsible for any deviations from VHB's documents or other documents which are not brought to the attention of VHB in writing by the contractor. VHB will not be required to review partial submissions or those for which submission of correlated items have not been received.
- Upon completion of construction in conformance with the permitted construction plans and upon receipt from Client's contractor of an "as-built" survey signed and sealed by a professional licensed surveyor identifying actual as-built conditions, VHB will prepare Record Drawings, conduct a final site visit and submit a letter of substantial completion and certification of completion to the City of Ocoee and the SJRWMD.

This Agreement assumes that the Client or Contractor will prepare the NPDES NOI, perform weekly monitoring and file for the Notice of Termination (NOT). VHB will provide base files of the construction plans to the third-party entity to assist in this task

#### ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members as required. The following assumptions are made:

- The project site is accessible
- It is assumed that the Client is responsible for all concurrency permitting and approvals
- Maintenance of Traffic and Maintenance of Signal plans for the proposed construction will be the responsibility of the contractor

- Any maps, plans, survey, geotechnical reports, and any other pertinent documents, and information made available to VHB by the Client at inception of this project will be used by VHB in conducting the above described scope of services
- VHB fees do not include permit application and review fees. The Client will be responsible for all permit application and review fees, or any other fees not specifically identified within this Agreement.

## SERVICES NOT INCLUDED

The following services have not been included in this Amendment at this time:

- Hazardous material services
- Landscape Architectural Services
- Wetland monitoring, impact permitting, or mitigation
- Utility Analyses or Design
- Stormwater Pond Design
- Maintenance of Traffic or Maintenance of Signal Plans
- Construction layout staking or control
- Flood Study to determine or confirm 100-year floodplain for the site.
- FEMA Permitting
- United States Army Corps of Engineers (USACE) Permitting
- Structural design for retaining walls, headwalls, or other elements not explicitly included in the scope
- Mass grading plans
- Submittal or processing of applications or construction plans through Orange County, Florida
- Preparation of cost opinions, bid forms, or other bid documents not explicitly included in the scope
- No offsite improvements are included.
- Any additional work tasks that may be required due to third party objectors, Chapter 120 Florida Statutes Hearing Requests, Appeals to the Governor and Cabinet, and other third-party appeal processes are specifically excluded from this scope of work.

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

## CLIENT FURNISHED INFORMATION

VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Amendment. Client shall provide VHB with project-related technical data including, but not limited to, the following:

- Geotechnical Reports
- Title Reports
- All Permit Application Fees

## SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

# COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a lump sum and hourly basis per task as indicated below. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. VHB will bill on a percent complete and reserves the right to adjust budgeted amounts from task to task as may be required. Meeting time shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed.

	Task	Lump Sum Fee	Hourly, Est. Fee
	ANALYSIS PHASE		
1.0	Design Traffic Study	\$14,500	
2.0	Boundary Survey	\$17,800	
3.0	Topographic Survey	\$22,500	
4.0	Underground Utility Survey (est. 8 holes)	\$2,500	
5.0	Geotechnical Analysis	\$18,700	
6.0	Preliminary Biological Assessment	\$3,700	
7.0	Roadway Design Analysis	\$14,000	
8.0	Drainage Design Analysis	\$8,500	
9.0	Development Agreement Assistance		\$2,500
	DESIGN PHASE		
10.0	Preparation of 60% Design Plans	\$17,600	
11.0	Preparation of Final Engineering Construction Plans	\$23,500	
12.0	Preparation of Construction Specifications and Bid Form	\$8,500	
13.0	Traffic Signal Design	\$26,000	
14.0	Structural Mast-Arm Design	\$10,000	
15.0	Structural Box Culvert Extension Design	\$12,800	
16.0	SJRWMD Environmental Resource Permitting	\$9,000	
17.0	Permit Processing		\$3,400
18.0	Meetings and Communication		\$7,000
	CONSTRUCTION PHASE	e an	
19.0	Construction Administration		\$3,000/mo.
TOT	AL	\$209,600	\$12,900+CA

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at 1.10 times their actual cost. If sub-consultants and subcontractors are engaged by VHB for this project and are, therefore, under contract to VHB, their services will be invoiced at 1.10 times their actual cost. This adjustment covers the additional expense of coordination/ administration.

## Prepared By: J. Hoffman and others

## Department Approval: P. Yeargain

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated 12-19-2014.

# Vanasse Hangen Brustlin, Inc. Authorization

Bγ

Paul W. Yeargain, P.E. Title Managing Director, Orlando

Date June 20, 2018

Client Authorization (*Please sign original and return*)

Ву		

Title

Date

# Appendix "D"

Project: Interlocal Agreement between Orange County and the City of Ocoee regarding the Intersection of Fullers Cross Road and Ocoee-Apopka Road

#### COUNTY DEED

THIS DEED, dated \_\_\_\_\_\_\_ 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 North Lakeshore Drive, 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:

#### Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Ocoee regarding the intersection of Fullers Cross Road and Ocoee-Apopka Road.

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.

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Project: Interlocal Agreement between Orange County and the City of Ocoee regarding the Intersection of Fullers Cross Road and 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:

Teresa Jacobs, Orange County Mayor

DATE: \_\_\_\_\_

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

BY: \_\_\_\_\_ Deputy Clerk

Printed Name

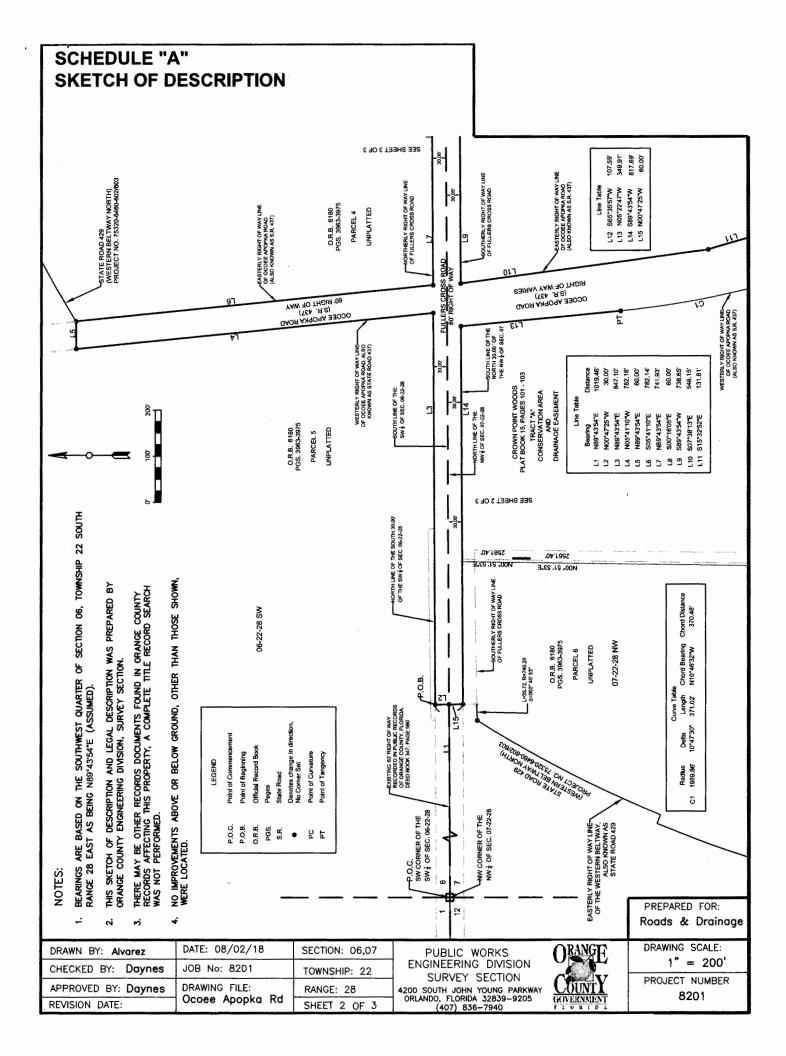
s:\jprinsell\agrent\interlocal agreement with ocoee for intersection of fullers cross rd and ocoee-apopa rd - 07-17-18.docx

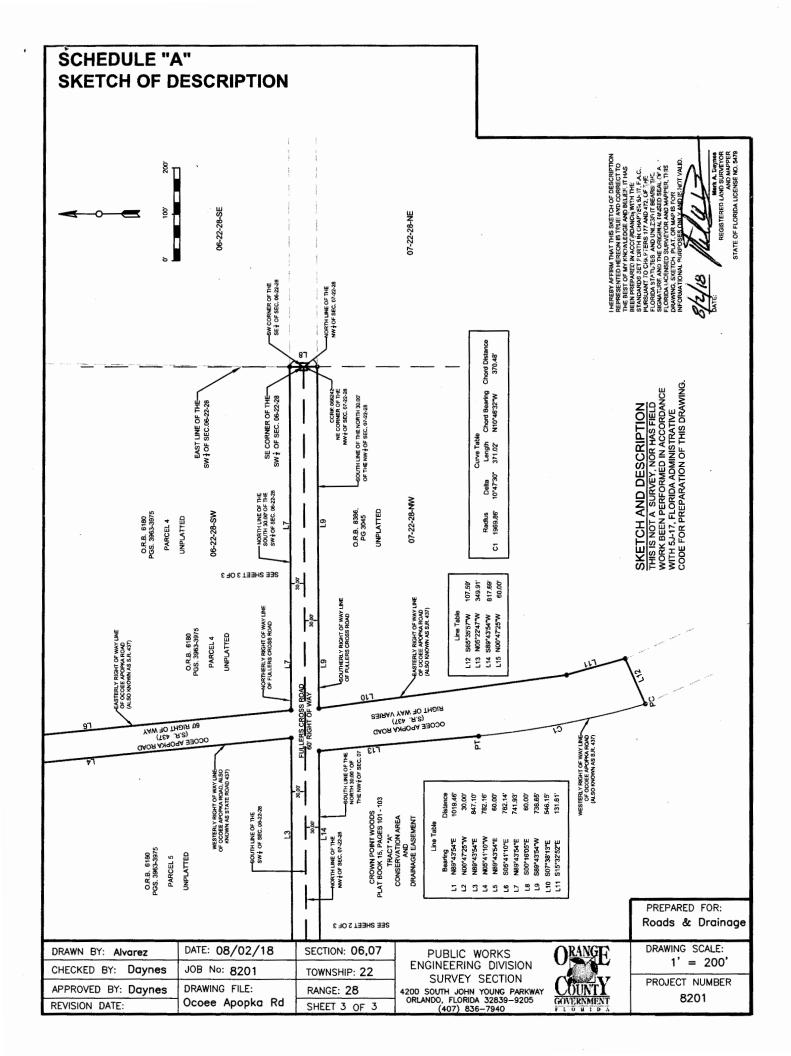
# SCHEDULE "A" LEGAL DESCRIPTION

That portion of right of way for Fullers Cross Road and Ocoee Apopka Road (formerly State Road 437) lying within Section 06, Township 22 South, Range 28 East and Section 07, Township 22 South, Range 28 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Southwest guarter of Section 06, Township 22 South, Range 28 East, Orange County, Florida; thence run North 89 degrees 43 minutes 54 seconds East along the South line of the Southwest quarter of said Section 06 a distance of 1019.46 feet more or less to a point; thence run North 00 degrees 47 minutes 25 seconds West a distance of 30.00 feet to a point, said point lying on the North line of the South 30.00 feet of the Southwest quarter of said Section 06, said point also lying on the Northerly right of way line of Fullers Cross Road, said point being the POINT OF BEGINNING; thence run North 89 degrees 43 minutes 54 seconds East along said North right of way line a distance of 847.10 feet more or less to a point, said point lying on the Westerly right of way line of Ocoee Apopka Road, also known as State Road 437; thence run North 05 degrees 41 minutes 10 seconds West along said Westerly right of way line of Ocoee Apopka Road a distance of 782.16 feet to a point on said Westerly right of way line of Ocoee Apopka Road; thence run North 89 degrees 43 minutes 54 seconds East along a line being parallel to the Southwest guarter of Section 06, Township 22 South, Range 28 East a distance of 60.00 feet more or less to a point on the Easterly right of way line of said Ocoee Apopka Road, said point also lying on the Southeasterly right of way line of the Western Beltway North (also known as State Road 429, 365.00 feet right of way as recorded in Official Record Book 6180, Pages 3963 - 3975, Parcel 4, Exhibit "1"); thence run South 05 degrees 41 minutes 10 seconds East along said Easterly right of way line of Ocoee Apopka Road, said line also being a line parallel to the Westerly right of way line of said road a distance of 782.14 feet more or less to a point lying on the North right of way line of Fullers Cross Road, point also lying on the North line of the South 30.00 feet of the Southwest guarter of Section 06, Township 22 South, Range 28 East, Orange County, Florida; thence run North 89 degrees 43 minutes 54 seconds East along said North line of the South 30.00 feet of the Southwest quarter of said Section 6, also being said Northerly right of way line of Fullers Cross Road a distance of 741.93 feet more or less as described in Official Record Book 6180, Pages 3963 - 3975, Parcel 4, Exhibit "1" of the Public Records of Orange County, Florida to a point on the East line of the Southwest guarter of said Section 6; thence run South 00 degrees 16 minutes 05 seconds East along said East line of the Southwest guarter of said Section 06 a distance of 60.00 feet to a point lying on the South line of the North 30.00 feet of the Northwest guarter of Section 07, Township 22 South, Range 28 East, Orange County, Florida; thence run South 89 degrees 43 minutes 54 seconds West along said South line of the North 30.00 feet of the Northwest quarter of said Section 07 a distance of 738.65 feet more or less to a point lying on the Easterly right of way line of said Ocoee Apopka Road, also known as State Road 437; thence run South 07 degrees 38 minutes 13 seconds East a distance of 546.15 feet more or less to a point; thence run South15 degrees 32 minutes 52 seconds East a distance of 131.81 feet more or less; thence run South 65 degrees 35 minutes 57 seconds West a distance of 107.59 feet more or less to a point lying on the Westerly right of way line of Ocoee Apopka Road, also known as State Road 437, said point also lying on the Easterly line of CROWN POINT WOODS as recorded in Plat Book 15, Pages 101-103, Orange County, Florida, said point being on a curve, concave Northeasterly having a radius of 1969.86 feet, a central angle of 10 degrees 47 minutes 30 seconds; thence along the arc of said curve a distance of 371.02 feet, a chord bearing of North 10 degrees 46 minutes 32 seconds West and a chord distance of 370.48 feet; thence run North 05 degrees 22 minutes 47 seconds West along the Easterly right of way line of said plat a distance of 349.91 feet to a point lying on said Westerly right of way line of Ocoee Apopka Road, also known as State Road 437, said point also lying on said South line of the North 30.00 feet of the Northwest guarter of Section 07, said point also lying on the Southerly right of way line of Fullers Cross Road; thence run South 89 degrees 43 minutes 54 seconds West a distance of 817.69 feet more or less to a point lying on said South line of the North 30,00 feet of the Northwest guarter of Section 07, said point also lying 29,70 feet more or less North of the Southerly right of way line of Fullers Cross Road as recorded in Official Records Book 6180, Pages 3963-3975, Orange County, Florida; thence run North 00 degrees 47 minutes 25 seconds West a distance of 60.00 feet to the POINT OF BEGINNING;

Contains 216,897.98 square feet, or 4.98 acres, more or less. PREPARED FOR: Roads & Drainage M.A. - Changed Appendix to Schedule 08/02/18 DRAWING SCALE: DRAWN BY: Alvarez DATE: 08/02/18 ORANGE SECTION: 06,07 PUBLIC WORKS NTS ENGINEERING DIVISION CHECKED BY: Daynes JOB No: 8201 TOWNSHIP: 22 SURVEY SECTION PROJECT NUMBER APPROVED BY: Daynes DRAWING FILE: 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 RANGE: 28 8201 Ocoee Apopka Rd REVISION DATE: SHEET 1 OF 3





APPROVED BY ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC Mtg. Date: September 18, 2018

# Project: Interlocal Agreement between Orange County and the City of Ocoee regarding the Intersection of Fullers Cross Road and Ocoee-Apopka Road

## COUNTY DEED

THIS DEED, dated <u>SEP 1 8 2018</u> 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 North Lakeshore Drive, 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:

#### Unassigned

THIS COUNTY DEED is being given in accordance with the Interlocal Agreement between Orange County and the City of Ocoee regarding the intersection of Fullers Cross Road and Ocoee-Apopka Road.

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.

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

Project: Interlocal Agreement between Orange County and the City of Ocoee regarding the Intersection of Fullers Cross Road and 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.



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

BY: Deputy Clerk

Printed Name

Katie Smith

ORANGE COUNTY, FLORIDA By Board of County Commissioners

BY:

Teresa Jacobs, Orange County Mayor TE: 9.18.18 DATE:

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# SCHEDULE "A" LEGAL DESCRIPTION

That portion of right of way for Fullers Cross Road and Ocoee Apopka Road (formerly State Road 437) lying within Section 06, Township 22 South, Range 28 East and Section 07, Township 22 South, Range 28 East, Orange County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Southwest quarter of Section 06, Township 22 South, Range 28 East, Orange County, Florida; thence run North 89 degrees 43 minutes 54 seconds East along the South line of the Southwest quarter of said Section 06 a distance of 1019.46 feet more or less to a point; thence run North 00 degrees 47 minutes 25 seconds West a distance of 30.00 feet to a point, said point lying on the North line of the South 30.00 feet of the Southwest quarter of said Section 06, said point also lying on the Northerly right of way line of Fullers Cross Road, said point being the POINT OF BEGINNING; thence run North 89 degrees 43 minutes 54 seconds East along said North right of way line a distance of 847.10 feet more or less to a point, said point lying on the Westerly right of way line of Ocoee Apopka Road, also known as State Road 437; thence run North 05 degrees 41 minutes 10 seconds West along said Westerly right of way line of Ocoee Apopka Road a distance of 782.16 feet to a point on said Westerly right of way line of Ocoee Apopka Road; thence run North 89 degrees 43 minutes 54 seconds East along a line being parallel to the Southwest guarter of Section 06, Township 22 South, Range 28 East a distance of 60.00 feet more or less to a point on the Easterly right of way line of said Ocoee Apopka Road, said point also lying on the Southeasterly right of way line of the Western Beltway North (also known as State Road 429, 365.00 feet right of way as recorded in Official Record Book 6180, Pages 3963 - 3975, Parcel 4, Exhibit "1"); thence run South 05 degrees 41 minutes 10 seconds East along said Easterly right of way line of Ocoee Apopka Road, said line also being a line parallel to the Westerly right of way line of said road a distance of 782.14 feet more or less to a point lying on the North right of way line of Fullers Cross Road, point also lying on the North line of the South 30.00 feet of the Southwest quarter of Section 06, Township 22 South, Range 28 East, Orange County, Florida; thence run North 89 degrees 43 minutes 54 seconds East along said North line of the South 30.00 feet of the Southwest guarter of said Section 6, also being said Northerly right of way line of Fullers Cross Road a distance of 741.93 feet more or less as described in Official Record Book 6180. Pages 3963 – 3975. Parcel 4, Exhibit "1" of the Public Records of Orange County, Florida to a point on the East line of the Southwest quarter of said Section 6; thence run South 00 degrees 16 minutes 05 seconds East along said East line of the Southwest guarter of said Section 06 a distance of 60.00 feet to a point lying on the South line of the North 30.00 feet of the Northwest quarter of Section 07, Township 22 South, Range 28 East, Orange County, Florida; thence run South 89 degrees 43 minutes 54 seconds West along said South line of the North 30.00 feet of the Northwest guarter of said Section 07 a distance of 738.65 feet more or less to a point lying on the Easterly right of way line of said Ocoee Apopka Road, also known as State Road 437; thence run South 07 degrees 38 minutes 13 seconds East a distance of 546.15 feet more or less to a point; thence run South15 degrees 32 minutes 52 seconds East a distance of 131.81 feet more or less; thence run South 65 degrees 35 minutes 57 seconds West a distance of 107.59 feet more or less to a point lying on the Westerly right of way line of Ocoee Apopka Road, also known as State Road 437, said point also lying on the Easterly line of CROWN POINT WOODS as recorded in Plat Book 15, Pages 101-103, Orange County, Florida, said point being on a curve, concave Northeasterly having a radius of 1969.86 feet, a central angle of 10 degrees 47 minutes 30 seconds; thence along the arc of said curve a distance of 371.02 feet, a chord bearing of North 10 degrees 46 minutes 32 seconds West and a chord distance of 370.48 feet; thence run North 05 degrees 22 minutes 47 seconds West along the Easterly right of way line of said plat a distance of 349.91 feet to a point lying on said Westerly right of way line of Ocoee Apopka Road, also known as State Road 437, said point also lying on said South line of the North 30.00 feet of the Northwest quarter of Section 07, said point also lying on the Southerly right of way line of Fullers Cross Road; thence run South 89 degrees 43 minutes 54 seconds West a distance of 817.69 feet more or less to a point lying on said South line of the North 30.00 feet of the Northwest guarter of Section 07, said point also lying 29.70 feet more or less North of the Southerly right of way line of Fullers Cross Road as recorded in Official Records Book 6180, Pages 3963-3975, Orange County, Florida; thence run North 00 degrees 47 minutes 25 seconds West a distance of 60.00 feet to the POINT OF BEGINNING;

Contains 216,897.98 square feet, or 4.98 acres, more or less. PREPARED FOR: Roads & Drainage M.A. - Changed Appendix to Schedule 08/02/18 DATE: 08/02/18 DRAWING SCALE: DRAWN BY: Alvarez SECTION: 06,07 PUBLIC WORKS NTS ENGINEERING DIVISION CHECKED BY: Daynes JOB No: 8201 TOWNSHIP: 22 SURVEY SECTION PROJECT NUMBER APPROVED BY: Daynes DRAWING FILE: 4200 SOUTH JOHN YOUNG PARKWAY ORLANDO, FLORIDA 32839-9205 (407) 836-7940 RANGE: 28 8201 Ocoee Apopka Rd SHEET 1 OF 3 REVISION DATE:

