



Interoffice Memorandum

APPROVED BY ORANGE
COUNTY BOARD OF COUNTY
COMMISSIONERS

BCC Mtg. Date: Jun. 14, 2016

May 20, 2016

TO: Mayor Teresa Jacobs
And the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

A handwritten signature in black ink, appearing to be "MVM", located to the right of the "FROM:" line.

**CONTACT PERSON: Mark V. Massaro, P.E., Director
Public Works Department**

PHONE NUMBER: (407) 836-7970

**SUBJ: Agreement by and between Orange County and Ashton Orlando
Residential, L.L.C., for Traffic Law Enforcement on Private Roads –
Estates at Sweetwater Golf and Country Club**

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.

Ashton Orlando Residential, L.L.C. has requested such an agreement for the private roads located within the gated community of Estates at Sweetwater Golf and Country Club. 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.

Action Requested: Approval and execution of Agreement for Traffic Law Enforcement on Private Roads located in the gated community of Estates at Sweetwater Golf and Country Club by and between Orange County, Florida and Ashton Orlando Residential, L.L.C. District 2.

MVM/mk

AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This Agreement for enforcement of the traffic laws of the state on private roads located in the gated community of **Estates at Sweetwater Golf and Country Club** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **Ashton Orlando Residential, L.L.C.** (hereinafter "Owner") a Nevada limited liability company, organized under the laws of the State of Nevada and authorized to do business in Florida.

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as Estates at Sweetwater Golf and Country Club (hereinafter "Private Roads") more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, 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 provide by a written agreement approved by the governing board of the county; and

WHEREAS, Section 316.006(3)(b)(2), *Florida Statutes*, further provides that prior to entering into an agreement for enforcement of the traffic laws over Private Road or 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 to comply with Section 34-290, Orange County Code; and

WHEREAS, pursuant to consultations between the parties and the Sheriff of Orange County, Florida (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 shall take effect prior to October 1 of the initial year of any agreement unless such provision is waived, in writing, by the Sheriff of the County; and

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WHEREAS, the Sheriff has waived this provision as evidenced by **Exhibit “C.”**

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

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

2. **Jurisdiction.** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, *Florida Statutes*, concerning obstruction of streets, 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 “B.”**

3. **Signage.** The Owner shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate 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. The County agrees to continue to provide such police and fire services as are required by law.

5. **Compensation.** The Owner shall compensate the Sheriff for the services performed under this Agreement through the Sheriff’s Office off-duty program, and in the manner specified in Exhibit “B” of this Agreement, which is attached hereto and incorporated by reference. Payment for services under this Agreement shall be in accordance with the pay schedule as determined by the Sheriff’s Office.

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

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

8. **Indemnification.** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage, sidewalks or signage. 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). The Owner shall file current certificates of the required insurance with the County and shall provide thirty (30) day advance written notice to the County of cancellation. Such insurance certificates shall, (a) name the County and Orange County Sheriff's Office as additional insureds, as it relates to maintenance, repair and/or reconstruction of any roads, road drainage, sidewalks or signage, and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County. The Orange County Sheriff's Office currently provides insurance coverage for injuries or liability which may occur when a Deputy providing Off Duty services actively takes sworn law enforcement actions. Should the Sheriff's Office provide written notification that it will no longer provide said coverage, the Owner may be required to obtain such insurance.

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 Estates at Sweetwater Golf and Country Club shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term and Termination.** The term of this Agreement shall be for one (1) year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party or by default by the Owner as to any material provision of this Agreement including a default relating to insurance in Paragraph 8 above. The parties may elect to terminate this Agreement, and such termination, by the parties, shall be made by thirty (30) days written notice to the other parties; provided, however, payments are made by the Owner in accordance with Paragraph 5 of this Agreement. 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 Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

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 the Owner: Ashton Orlando Residential, L.L.C.
1064 Greenwood Blvd.
Suite 124
Lake Mary, FL 32746

13. **Assignment.** It is acknowledged and understood that Owner anticipates assigning ownership of the roads described herein to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify County Sheriff's Office of such assignment. The homeowner's association shall thereafter have all duties and responsibilities provided herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs, County Mayor
Date: 6.14.16

ATTEST: Martha O. Haynie, Orange County Comptroller
As Clerk of the Board of County Commissioners

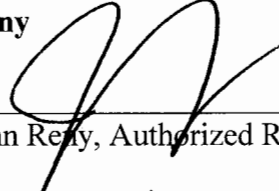
By: *Craig A. Stopyra*
for Deputy Clerk

Print Name: Craig A. Stopyra

Date: JUN 14 2016

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**ASHTON ORLANDO RESIDENTIAL,
L.L.C., a Nevada limited liability
company**

BY: 
John Reay, Authorized Representative

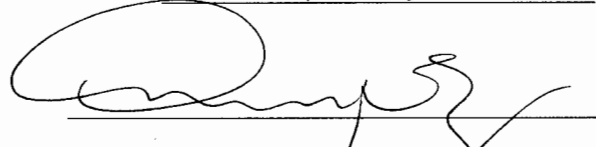
DATE: 4-20-16

WITNESS:



CHRISTINA M. LEE

(Print Name)



Angie R. Kayas

(Print Name)

EXHIBIT "A"

SWEETWATER COUNTRY CLUB
SINGLE FAMILY PARCEL (ESTATES)
(Revised 11/10/15)

That part of Tract "B", Tract "C", Tract "D" and Tract "E", SWEETWATER COUNTRY CLUB, SECTION C, PHASE I, according to the plat thereof, as recorded in Plat Book 12, Pages 54 through 56, of the Public Records of Orange County, Florida; being a portion of Section 36, Township 20 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of said Tract "E"; thence S03°08'11"E along the West line of said Tract "E" for a distance of 208.88 feet to the Southwest corner of said Tract "E"; thence S23°09'31"W along the Northerly line of the aforesaid Tract "C" for a distance of 27.30 feet; thence departing said Northerly line run S81°54'08"E, 127.03 feet; thence N86°51'49"E, 105.00 feet; thence N79°38'33"E, 100.80 feet; thence S60°28'59"E, 56.90 feet; thence S72°26'12"E, 67.13 feet; thence S89°18'03"E, 49.41 feet; thence N83°16'30"E, 53.42 feet; thence N71°03'13"E, 32.45 feet; thence N68°56'16"E, 137.11 feet; thence N00°34'04"E, 22.41 feet; thence N21°03'44"W, 127.17 feet; thence N00°42'13"W, 57.72 feet; thence N48°12'48"E, 54.96 feet; thence N46°07'57"E, 323.77 feet to a point on a non-tangent curve concave Northerly having a radius of 46.00 feet and a chord bearing of S79°37'44"E; thence Easterly along the arc of said curve through a central angle of 105°31'28" for a distance of 84.72 feet to the point of reverse curvature of a curve concave Southerly having a radius of 38.00 feet and a chord bearing of S79°57'17"E; thence Easterly along the arc of said curve through a central angle of 104°52'21" for a distance of 69.55 feet to the point of reverse curvature of a curve concave Northeasterly having a radius of 286.00 feet and a chord bearing of S41°45'45"E; thence Southeasterly along the arc of said curve through a central angle of 28°29'15" for a distance of 142.20 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 26.00 feet and a chord bearing of S27°43'09"E; thence Southeasterly along the arc of said curve through a central angle of 56°34'26" for a distance of 25.67 feet to the point of tangency; thence S00°34'04"W, 3.36 feet; thence S89°25'56"E, 127.80 feet; thence N00°34'04"E, 108.97 feet; thence N89°25'56"W, 2.53 feet; thence N53°08'48"W, 96.84 feet; thence N34°27'16"W, 42.33 feet; thence N21°30'14"W, 20.00 feet; thence N01°24'52"E, 34.35 feet; thence N15°00'46"E, 100.00 feet; thence N74°59'14"W, 159.61 feet to the Westerly line of the aforesaid Tract "B"; thence S15°00'46"W along said Westerly line, 58.02 feet to the Southwest corner of said Tract "B"; thence run the following courses and distances along the Northerly line of the aforesaid Tract "D" and the Northerly line of the aforesaid Tract "E": N74°59'14"W, 163.76 feet to the point of curvature of a curve concave Southerly having a radius of 165.00 feet and a chord bearing of S75°34'21"W; thence Westerly along the arc of said curve through a central angle of 58°52'49" for a distance of 169.56 feet to the point of tangency; S46°07'57"W, 291.58 feet to the point of curvature of a curve concave Northwesterly having a radius of 835.00 feet and a chord bearing of S66°02'06"W; thence Southwesterly along the arc of said curve through a central angle of 39°48'18" for a distance of 580.10 feet to the POINT OF BEGINNING.

Containing 9.818 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

EXHIBIT "B"

Ashton Orlando Residential, L.L.C. shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **Estates at Sweetwater Golf and Country Club** wishes to make a traffic complaint, or to request a traffic law enforcement detail, he or she shall contact the Owner for further action. If a resident of **Estates at Sweetwater Golf and Country Club** contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the Owner.

EXHIBIT "C"

[Sheriff's Letter to County Mayor]

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Sheriff Jerry L. Demings
ORANGE COUNTY SHERIFF'S OFFICE
INTEROFFICE MEMORANDUM

DATE: April 11, 2016
TO: Mayor Teresa Jacobs
Board of County Commissioners
FROM: Sheriff Jerry L. Demings
SUBJECT: Traffic Agreement for Estates at Sweetwater Golf and Country Club

I understand Orange County will enter into an agreement with ASHTON ORLANDO RESIDENTIAL, L.L.C. for the Estates at Sweetwater Golf and Country Club gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow ASHTON ORLANDO RESIDENTIAL, L.L.C. 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 1st, 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 1st requirement.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.



J.L.D.

JLD/km

c: Off-Duty Services
Dorothy Burk, Sr. Assistant General Counsel