



## Interoffice Memorandum

November 3, 2017

TO: Mayor Teresa Jacobs  
And the Board of County Commissioners

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

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

PHONE NUMBER: (407) 836-7970

SUBJ: Agreement by and between Orange County, Pulte Home Company, LLC  
for Traffic Law Enforcement on Private Roads – Overlook at Ruby Lake  
Phase 1 and Overlook at Ruby Lake Phase 2

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.

Pulte Home Company, LLC has requested such an agreement for the private roads located within the gated community of Overlook at Ruby Lake Phase 1 and Overlook at Ruby Lake Phase 2. The Sheriff's Office has been involved with the negotiation of the contract and has executed a waiver that will allow this agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is neither a development-related nor a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

This Agreement has been reviewed by the County Attorney's Office and it has been found acceptable.

**Action Requested:** Approval and execution of Agreement for Traffic Law Enforcement on Private Roads located within the gated community of Overlook at Ruby Lake Phase 1 and Overlook at Ruby Lake Phase 2 by and between Orange County, Florida and Pulte Home Company, LLC. District 1.

MVM/DMA/mk

BCC Mtg. Date: November 28, 2017

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

This Agreement for Traffic Law Enforcement on Private Roads ("Agreement") located within the gated community of **OVERLOOK AT RUBY LAKE PHASE 1** and **OVERLOOK AT RUBY LAKE PHASE 2** is entered into by and between **Orange County, Florida**, a charter county and political subdivision of the State of Florida (hereinafter "County"), and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion to **PULTE HOME CORPORATION**, a Michigan corporation (hereinafter "Owner").

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as **OVERLOOK AT RUBY LAKE PHASE 1** and **OVERLOOK AT RUBY LAKE PHASE 2** (hereinafter "Private Roads"), more specifically described in **Exhibit "A"**, attached hereto and incorporated by reference; and

**WHEREAS**, pursuant to Florida law, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

**WHEREAS**, Section 316.006(3)(b), Florida Statutes, provides that a county may exercise jurisdiction over any private road or roads if the county and the party owning such roads enter into a written agreement, approved by the governing board of the county, providing the county with traffic control jurisdiction; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, further provides that prior to entering into an agreement for the enforcement of traffic laws over Private Roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner; and

**WHEREAS**, pursuant to consultations between the Parties and the Orange County Sheriff's Office (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to Section 30.2905, Florida Statutes, the Sheriff operates an off-duty employment program; and

**WHEREAS**, Section 316.006(3)(b)(2), Florida Statutes, provides *inter alia* that no such agreement for the enforcement of traffic laws over Private Roads shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit "B"** attached

hereto and incorporated by reference.

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

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

2. ***Jurisdiction.*** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, Florida Statutes, concerning obstruction of streets, as additionally regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, and subject to the terms and conditions specified in **Exhibit "C"** attached hereto and incorporated by this reference.

3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be solely responsible for posting the speed limit by appropriate Department of Transportation ("DOT") approved signage along said roads.

4. ***Authority in Addition to Existing Authority.*** The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority.

5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate as otherwise determined by the Sheriff.

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

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

8. ***Indemnification.*** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair, construction and/or reconstruction of any roads, road drainage or signage located within the gated community of **OVERLOOK AT RUBY LAKE PHASE 1** and **OVERLOOK AT RUBY LAKE PHASE 2**. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and

shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall (a) name the County and the Orange County Sheriff's Office as an additional insureds and (b) be issued by a company authorized to do business under the laws of the State of Florida and shall be acceptable to the County. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

9. **Road Maintenance.** Neither the existence of this Agreement, nor anything contained herein, shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **OVERLOOK AT RUBY LAKE PHASE 1** and **OVERLOOK AT RUBY LAKE PHASE 2** shall at all times be solely and exclusively the responsibility of the Owner.

10. **Term.** The term of this Agreement shall be for a period of one (1) year, commencing on the date of the execution by the last of the two Parties signing hereto, and shall thereafter automatically continue for successive one (1) year terms unless otherwise terminated by any party by thirty (30) days written notice to the other Parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the Parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the Orange County Board of County Commissioners.

12. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

**As to County:** Orange County Administrator  
201 South Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**Copy to:** Orange County Attorney's Office  
201 S. Rosalind Avenue, 3rd Floor  
Orlando, Florida 32801

**As to Sheriff:** Orange County Sheriff's Office  
P.O. Box 1440  
Orlando, Florida 32802-1440

**As to Owner:**

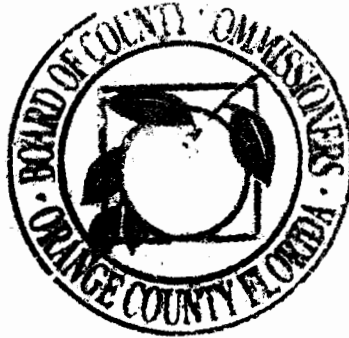
PULTE HOME COMPANY, LLC  
ATTN: Carlos Gregory  
4901 Vineland Road, Suite 500  
Orlando, FL 32811

13. **Severability.** If any sentence, phrase, paragraph, provision or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision and the finding shall have no effect on the validity of the balance of this Agreement.

14. **Assignment.** It is acknowledged and understood that Owner anticipates assigning ownership of the Private Roads, as more specifically described in **Exhibit "A"** herein, to a homeowner's association at a future date. At such time, Owner shall also assign this Agreement and shall notify the Orange County Sheriff's Office of such assignment. The homeowner's association shall thereafter assume the duties and responsibilities provided for herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **OVERLOOK AT RUBY LAKE PHASE 1** and **OVERLOOK AT RUBY LAKE PHASE 2** on the dates indicated below.

*{Signature Pages Follow}*



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

BY: *Teresa Jacobs*  
Teresa Jacobs, County Mayor

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

By: *Katie Smith*  
Deputy Clerk

DATE: NOV 28 2017

**PULTE HOME COMPANY, LLC**, a Michigan limited liability company, successor by conversion to PULTE HOME CORPORATION, a Michigan corporation

BY: \_\_\_\_\_

NAME: Neil Klaproth

TITLE: Director – Land Development (North Florida)

DATE: October, 18, 2017

WITNESS:

Joshua Kacini  
(Signature)

JOSH KACINI  
(Print Name)

Amy Steiger  
(Signature)

Amy Steiger  
(Print Name)

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### OVERLOOK AT RUBY LAKE PHASE 1:

Portions of Tract B and Lot 2, *RUBY LAKE*, according to the plat thereof, as recorded in Plat Book 67, Pages 42 through 48, inclusive, Public Records of Orange County, Florida; lying in Sections 14 and 15, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

**BEGIN** at the easterly most corner of Tract OS-4, *RUBY LAKE - PHASE 1*, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, inclusive, Public Records of Orange County, Florida; thence run northerly, along the easterly line of the boundary line of said *RUBY LAKE - PHASE 1*, the following courses and distances: run N 46°36'30" W, a distance of 139.41 feet to a point on a non-tangent curve, concave westerly, having a radius of 100.00 feet; thence, on a chord bearing of N 11°55'33" E and a chord distance of 51.68 feet, run northerly, along the arc of said curve, a distance of 52.27 feet, through a central angle of 29°57'00" to a point of compound curvature of a curve, concave westerly, having a radius of 1,434.71 feet and a central angle of 16°18'36"; thence run northerly, along the arc of said curve, a distance of 408.41 feet to a point of reverse curvature of a curve, concave easterly, having a radius of 975.00 feet and a central angle of 07°37'38"; thence run northerly, along the arc of said curve, a distance of 129.79 feet to a point; thence, departing said easterly line, run N 78°16'04" E, a distance of 25.49 feet; thence run N 82°01'35" E, a distance of 80.50 feet; thence run N 89°27'51" E, a distance of 28.80 feet to a point on a non-tangent curve, concave easterly, having a radius of 841.00 feet; thence, on a chord bearing of S 14°49'10" E and a chord distance of 68.88 feet, run southerly, along the arc of said curve, a distance of 68.90 feet, through a central angle of 04°41'38" to a point; thence run N 41°21'20" E, a distance of 75.48 feet; thence run S 48°38'40" E, a distance of 152.00 feet; thence run S 41°21'20" W, a distance of 76.27 feet; thence run S 65°38'08" E, a distance of 87.24 feet to a point of curvature of a curve, concave northerly, having a radius of 21.00 feet and a central angle of 92°02'36"; thence run easterly, along the arc of said curve, a distance of 33.74 feet to the point of tangency thereof; thence run N 22°19'16" E, a distance of 106.88 feet; thence run S 65°58'00" E, a distance of 34.64 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 401.00 feet; thence, on a chord bearing of S 64°35'34" E and a chord distance of 43.18 feet, run southeasterly, along the arc of said curve, a distance of 43.20 feet, through a central angle of 06°10'20" to the point of tangency thereof; thence run S 67°40'44" E, a distance of 34.64 feet; thence run N 67°00'00" E, a distance of 27.94 feet to a point on the westerly right-of-way line of Palm



Parkway, as described and recorded in Official Records Book 5138, Page 1988 and Official Records Book 5433, Page 777, Public Records of Orange County, Florida; said point being a point on a non-tangent curve, concave southeasterly, having a radius of 2,165.00 feet; thence southwesterly, along said westerly right-of-way line, the following courses and distances: on a chord bearing of S 22°27'23" W and a chord distance of 10.17 feet, run southerly, along the arc of said curve, a distance of 10.17 feet, through a central angle of 00°16'09" to the point of tangency thereof; thence run S 22°19'16" W, a distance of 100.71 feet to a point of curvature of a curve, concave northwesterly, having a radius of 1,485.00 feet and a central angle of 21°04'14"; thence run southwesterly, along the arc of said curve, a distance of 546.11 feet to the ***POINT OF BEGINNING***.

**OVERLOOK AT RUBY LAKE PHASE 2:**

A portion of Tract B and a portion of Lot 2, *RUBY LAKE*, according to the plat thereof, as recorded in Plat Book 67, Pages 42 through 48, Public Records of Orange County, Florida;

AND

A portion of Block 69, together with portions of Main Street and Graydon Avenue, *CENTRAL ORANGE PARK*, according to the plat thereof, as recorded in Plat Book O, Pages 63 through 65, Public Records of Orange County, Florida;

The above lands lying in Sections 14 and 15, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

***BEGIN*** at the easterly most corner of Tract OS-4, *RUBY LAKE - PHASE 1*, according to the plat thereof, as recorded in Plat Book 88, Pages 120 through 125, Public Records of Orange County, Florida; thence northerly, along the easterly line of said boundary line of said *RUBY LAKE - PHASE 1*, the following courses and distances: run N 46°36'30" W, a distance of 139.41 feet to a point on a non-tangent curve, concave westerly, having a radius of 100.00 feet; thence, on a chord bearing of N 11°55'33" E and a chord distance of 51.68 feet, run northerly, along the arc of said curve, a distance of 52.27 feet, through a central angle of 29°57'00" to a point of compound curvature of a curve, concave westerly, having a radius of 1,434.71 feet and a central angle of 16°18'36"; thence run northerly, along the arc of said curve, a distance of 408.41 feet to a point of reverse curvature of a curve, concave easterly, having a radius of 975.00 feet and a central angle of 21°06'45"; thence run northerly, along the arc of said curve, a distance of 359.27 feet to the point of tangency thereof; thence run N 01°45'12" E, a distance of 260.85 feet to a point of curvature of a curve, concave southwesterly, having a radius of 100.00 feet and a central angle of 78°45'54"; thence run northwesterly, along the arc of said curve, a distance of 137.47 feet to a point; thence run N 15°35'32" W, a distance of 129.60 feet; thence run S

77°36'27" E, a distance of 45.69 feet; thence run S 89°43'42" E, a distance of 46.45 feet to a point of curvature of a curve, concave northwesterly, having a radius of 16.00 feet and a central angle of 58°04'46"; thence run northeasterly, along the arc of said curve, a distance of 16.22 feet to a point of reverse curvature of a curve, concave southerly, having a radius of 71.00 feet and a central angle of 18°20'34"; thence run northeasterly along the arc of said curve, a distance of 22.73 feet to a point on said curve; thence, departing the southerly line of Tract SW-3, *RUBY LAKE - PHASE 1*, run S 01°45'12" W, a distance of 84.63 feet; thence run S 89°43'33" E, a distance of 217.67 feet to a point of curvature of a curve, concave northerly, having a radius of 280.00 feet and a central angle of 37°07'22"; thence run easterly, along the arc of said curve, a distance of 181.42 feet to the point of tangency thereof; thence run N 53°09'05" E, a distance of 63.26 feet; thence run S 80°08'47" E, a distance of 68.25 feet to a point on the proposed southerly right-of-way line of Daryl Carter Parkway; thence southeasterly along said proposed right-of-way line, the following courses and distances: run S 25°25'27" E, a distance of 53.20 feet to a point of curvature of a non-tangent curve, concave northeasterly, having a radius of 737.75 feet; thence, on a chord bearing of S 45°41'12" E and a chord distance of 145.69 feet, run southeasterly along the arc of said curve, a distance of 145.92 feet, through a central angle of 11°19'58" to the point of tangency thereof; thence run S 51°21'10" E, a distance of 172.72 feet; thence run S 49°21'48" E, a distance of 61.02 feet; thence run S 06°21'11" E, a distance of 65.88 feet to a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 2,165.00 feet; said point lying on the westerly right-of-way line of Palm Parkway; thence southerly along said westerly right-of-way line, the following courses and distances: on a chord bearing of S 29°42'25" W and a chord distance of 556.62 feet, run southwesterly along the arc of said curve, a distance of 558.16 feet, through a central angle of 14°46'17" to the point of tangency thereof; thence run S 22°19'16" W, a distance of 100.71 feet to a point of curvature of a curve, concave northwesterly, having a radius of 1,485.00 feet and a central angle of 21°04'14"; thence run southwesterly, along the arc of said curve, a distance of 546.11 feet to the **POINT OF BEGINNING**.

#### **LESS AND EXCEPT:**

Portions of Tract B and Lot 2, *RUBY LAKE*, according to the plat thereof, as recorded in Plat Book 67, Pages 42 through 48, inclusive, Public Records of Orange County, Florida; lying in Sections 14 and 15, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

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westerly, having a radius of 100.00 feet; thence, on a chord bearing of N 11°55'33" E and a chord distance of 51.68 feet, run northerly, along the arc of said curve, a distance of 52.27 feet, through a central angle of 29°57'00" to a point of compound curvature of a curve, concave westerly, having a radius of 1,434.71 feet and a central angle of 16°18'36"; thence run northerly, along the arc of said curve, a distance of 408.41 feet to a point of reverse curvature of a curve, concave easterly, having a radius of 975.00 feet and a central angle of 07°37'38"; thence run northerly, along the arc of said curve, a distance of 129.79 feet to a point; thence, departing said easterly line, run N 78°16'04" E, a distance of 25.49 feet; thence run N 82°01'35" E, a distance of 80.50 feet; thence run N 89°27'51" E, a distance of 28.80 feet to a point on a non-tangent curve, concave easterly, having a radius of 841.00 feet; thence, on a chord bearing of S 14°49'10" E and a chord distance of 68.88 feet, run southerly, along the arc of said curve, a distance of 68.90 feet, through a central angle of 04°41'38" to a point; thence run N 41°21'20" E, a distance of 75.48 feet; thence run S 48°38'40" E, a distance of 152.00 feet; thence run S 41°21'20" W, a distance of 76.27 feet; thence run S 65°38'08" E, a distance of 87.24 feet to a point of curvature of a curve, concave northerly, having a radius of 21.00 feet and a central angle of 92°02'36"; thence run easterly, along the arc of said curve, a distance of 33.74 feet to the point of tangency thereof; thence run N 22°19'16" E, a distance of 106.88 feet; thence run S 65°58'00" E, a distance of 34.64 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 401.00 feet; thence, on a chord bearing of S 64°35'34" E and a chord distance of 43.18 feet, run southeasterly, along the arc of said curve, a distance of 43.20 feet, through a central angle of 06°10'20" to the point of tangency thereof; thence run S 67°40'44" E, a distance of 34.64 feet; thence run N 67°00'00" E, a distance of 27.94 feet to a point on the westerly right-of-way line of Palm Parkway, as described and recorded in Official Records Book 5138, Page 1988 and Official Records Book 5433, Page 777, Public Records of Orange County, Florida; said point being a point on a non-tangent curve, concave southeasterly, having a radius of 2,165.00 feet; thence southwesterly, along said westerly right-of-way line, the following courses and distances: on a chord bearing of S 22°27'23" W and a chord distance of 10.17 feet, run southerly, along the arc of said curve, a distance of 10.17 feet, through a central angle of 00°16'09" to the point of tangency thereof; thence run S 22°19'16" W, a distance of 100.71 feet to a point of curvature of a curve, concave northwesterly, having a radius of 1,485.00 feet and a central angle of 21°04'14"; thence run southwesterly, along the arc of said curve, a distance of 546.11 feet to the ***POINT OF BEGINNING***.

**EXHIBIT "B"**

(INSERT MEMO FROM ORANGE COUNTY SHERIFF'S DEPARTMENT)



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

October 23, 2017

TO: Mayor Teresa Jacobs  
Board of County Commissioners

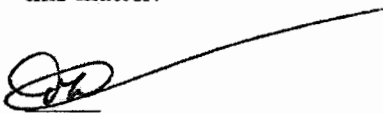
FROM: Sheriff Jerry L. Demings

SUBJECT: Overlook at Ruby Lake Phase I and Phase II Gated Community

I understand Orange County will enter into an agreement with Pulte Home Company, LLC for the Overlook at Ruby Lake Phase I and Phase II gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will them to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1<sup>st</sup>, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be informed I hereby waive the October 1<sup>st</sup> 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

## **EXHIBIT "C"**

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

Residents of **OVERLOOK AT RUBY LAKE PHASE 1** and **OVERLOOK AT RUBY LAKE PHASE 2** wishing to make a traffic complaint, or to request a traffic law enforcement detail, shall contact the Owner. Residents contacting the Sheriff's Office directly with such complaints or requests shall be directed to the Owner for further action.