



Interoffice Memorandum

February 15, 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 – Estates at Lake Pickett
Phase 1 and Estates at Lake Pickett 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 Estates at Lake Pickett. 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 Lake Pickett Phase 1 and Estates at Lake Pickett Phase 2 by and between Orange County, Florida and Pulte Home Company, LLC.
District 5.

MVM/DMA/mk

BCC Mtg. Date: March 7, 2017

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 LAKE PICKETT - PHASE 1** and **ESTATES AT LAKE PICKETT - PHASE 2** is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **PULTE HOME COMPANY, LLC**, a Michigan Limited Liability Company (hereinafter "Owner") authorized to do business in the State of Florida as a foreign profit corporation.

WITNESSETH:

WHEREAS, Owner owns fee simple title to all the private roadways lying within a gated community known as **ESTATES AT LAKE PICKETT - PHASE 1** and **ESTATES AT LAKE PICKETT - PHASE 2** (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

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 LAKE PICKETT - PHASE 1** and **ESTATES AT LAKE PICKETT - PHASE 2** 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: **Pulte Home Company, LLC**
4901 Vineland Road, Suite 500
Orlando, FL 32811

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 for **PULTE HOME COMPANY, LLC**, on the dates indicated below.



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Teresa Jacobs*
Teresa Jacobs, County Mayor

Date: 3.7.17

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

By: *Katie Smith*
Deputy Clerk

Print Name: Katie Smith

Date: MAR 07 2017

PULTE HOME COMPANY, LLC, a
Michigan Limited Liability Company,
authorized to do business in the State of
Florida as a foreign limited liability
company

BY: *Josh Kalin*
Josh Kalin

DATE: 2/8/17

WITNESS:

Nancy Medina
Nancy Medina
(Print Name)

Jennifer Krum
JENNIFER KRUM
(Print Name)

EXHIBIT "A"

To be reviewed by Public Works
(legal description on 8 ½ x 11 paper)

Legal Description

ESTATES AT LAKE PICKETT – PHASE 1

A portion of Sections 4 and 9, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Northeast 1/4 of said Section 9; thence run N 00°17'17" W, along the east line thereof, a distance of 30.00 feet to a point on the north right-of-way line of Lake Pickett Road, as described and recorded in Deed Book 396, Page 106, Public Records of Orange County, Florida; thence run S 89°21'27" W, along said north right-of-way line, a distance of 457.27 feet for the **POINT OF BEGINNING**; thence continue S 89°21'27" W, along said north right-of-way line, a distance of 1,450.48 feet; thence, departing said north right-of-way line, run N 00°38'33" W, a distance of 280.00 feet; thence run N 89°07'48" E, a distance of 20.47 feet; thence run N 00°38'33" W, a distance of 218.00 feet; thence run S 89°14'38" W, a distance of 8.00 feet; thence run N 00°45'22" W, a distance of 229.69 feet to a point of curvature of a curve, concave easterly, having a radius of 1,243.00 feet and a central angle of 08°49'11"; thence run northerly, along the arc of said curve, a distance of 191.34 feet to the point of tangency thereof; thence run N 08°03'48" E, a distance of 413.96 feet; thence run S 81°56'12" E, a distance of 193.00 feet; thence run N 08°03'48" E, a distance of 50.00 feet to a point of curvature of a non-tangent curve, concave northwesterly, having a radius of 25.00 feet; thence, on a chord bearing of N 53°03'48" E and a chord distance of 35.36 feet, run northeasterly along the arc of said curve, a distance of 39.27 feet, through a central angle of 90°00'00" to the point of tangency thereof; thence run N 08°03'48" E, a distance of 16.60 feet to a point of curvature of a curve, concave westerly, having a radius of 500.00 feet and a central angle of 09°30'36"; thence run northerly, along the arc of said curve, a distance of 82.99 feet to a point of reverse curvature of a curve, having a radius of 500.00 feet and a central angle of 14°49'37"; thence run northerly along the arc of said curve, a distance of 129.39 feet to the point of tangency thereof; thence run N 13°22'49" E, a distance of 156.20 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of 95°19'01"; thence run northwesterly, along the arc of said curve, a distance of 41.59 feet to the end of said curve; thence run N 62°48'08" E, a distance of 18.27 feet; thence run N 09°46'57" E, a distance of 39.00 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 1,050.00 feet; thence, on a chord bearing of S 79°42'30" E and a chord distance of 18.66 feet, run easterly along the arc of said curve, a distance of 18.66 feet, through a central angle of 01°01'06" to a point on said curve; thence run N 10°48'03" E, a distance of 1,408.00 feet to a point on the approximate Safe Upland Line of Lake Pickett established by the Florida Department of Environmental Protection as having an elevation of 54.64 feet (NAVD 88 datum); thence run along the approximate Safe Upland Line of Lake Pickett the following courses and distances: run S 55°04'15" E, a distance of 38.75 feet; thence run S 44°45'02" E, a distance of 67.15 feet; thence run S 35°08'44" E, a distance of 85.89 feet; thence run S 29°29'10" E, a distance of 34.36 feet;

thence run S 08°52'15" E, a distance of 56.37 feet; thence run S 02°23'13" W, a distance of 124.96 feet; thence run S 09°31'39" W, a distance of 110.05 feet; thence run S 01°53'20" W, a distance of 78.94 feet; thence run S 16°16'20" E, a distance of 80.61 feet; thence run S 37°53'12" E, a distance of 79.10 feet; thence run S 55°12'34" E, a distance of 117.77 feet; thence run S 41°06'45" E, a distance of 217.88 feet; thence run S 36°00'44" E, a distance of 68.60 feet; thence run S 35°59'28" W, a distance of 67.79 feet; thence run S 43°29'04" E, a distance of 184.03 feet; thence run S 39°49'58" E, a distance of 88.84 feet; thence run S 58°44'55" E, a distance of 175.46 feet; thence run S 64°13'32" E, a distance of 94.14 feet; thence run S 56°07'35" E, a distance of 267.57 feet; thence run S 34°22'38" E, a distance of 113.60 feet; thence run S 28°07'39" E, a distance of 158.67 feet; thence run S 22°47'45" E, a distance of 82.46 feet; thence run S 10°18'33" E, a distance of 34.79 feet; thence run S 04°49'31" W, a distance of 179.82 feet; thence run S 07°44'45" W, a distance of 26.52 feet; thence run S 29°30'19" W, a distance of 19.92 feet; thence run S 47°29'01" W, a distance of 62.13 feet; thence run S 34°19'19" W, a distance of 46.42 feet; thence run S 26°01'00" W, a distance of 27.65 feet; thence run S 18°32'22" W, a distance of 49.25 feet; thence run S 46°41'14" E, a distance of 30.93 feet to a point on the centerline of an existing canal; thence run southwesterly, along the centerline of said existing canal, the following courses and distances: run S 54°21'30" W, a distance of 144.32 feet; thence run S 66°08'39" W, a distance of 80.90 feet; thence run S 19°30'23" W, a distance of 22.55 feet; thence run S 16°59'14" W, a distance of 34.83 feet; thence run S 01°08'25" W, a distance of 276.92 feet; thence run S 11°59'42" W, a distance of 190.92 feet; thence run S 19°40'39" W, a distance of 15.70 feet; thence run S 15°28'04" W, a distance of 311.67 feet to the ***POINT OF BEGINNING***.

Containing 80.25 acres, more or less.

Together with:

Legal Description

ESTATES AT LAKE PICKETT – PHASE 2

A portion of Section 9, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Northeast 1/4 of said Section 9; thence run N 00°17'17" W, along the east line thereof, a distance of 30.00 feet to a point on the north right-of-way line of Lake Pickett Road, as described and recorded in Deed Book 396, Page 106, Public Records of Orange County, Florida; thence run S 89°21'27" W, along said north right-of-way line, a distance of 1907.75 feet for the **POINT OF BEGINNING**; thence westerly, along the north right-of-way line of Old Lake Pickett Road, the following courses and distances: continue S 89°21'27" W, a distance of 765.07 feet to a point on the west line of the Southwest 1/4 of the Northeast 1/4 of said Section 9; thence run S 89°44'19" W, a distance of 4.26 feet to a point on the easterly line of those lands as described and recorded in Official Records Book 3501, Page 1137, Public Records of Orange County, Florida; thence run N 18°30'22" W, along said easterly line, a distance of 1,405.96 feet to a point on the south line of the Northeast 1/4 of the Northwest 1/4 of said Section 9; thence run N 89°28'50" E, along said south line, a distance of 445.54 feet to a point on the west line of the Northwest 1/4 of the Northeast 1/4 of said Section 9; thence run N 00°12'51" W, along said west line, a distance of 1,309.76 feet to the approximate location of the Safe Upland Line as established by the Florida Department of Environmental Protection; thence easterly, along said Safe Upland Line, the following courses and distances: run S 75°48'50" E, a distance of 120.56 feet; thence run S 73°22'43" E, a distance of 99.62 feet; thence run S 88°23'21" E, a distance of 88.05 feet; thence run S 70°08'22" E, a distance of 109.40 feet; thence run S 71°11'21" E, a distance of 115.25 feet; thence run S 75°24'46" E, a distance of 122.97 feet; thence run S 88°14'17" E, a distance of 80.62 feet; thence run S 83°18'47" E, a distance of 34.99 feet; thence run N 83°58'58" E, a distance of 82.75 feet; thence run N 71°25'00" E, a distance of 73.17 feet; thence run N 61°20'16" E, a distance of 86.42 feet; thence run N 62°50'10" E, a distance of 80.87 feet; thence run N 31°54'42" E, a distance of 34.33 feet; thence run N 46°40'43" E, a distance of 6.76 feet to a point on the Present Ordinary High Water Line, as described and recorded in Official Records Book 662, Page 428, Public Records of Orange County, Florida; thence northeasterly, along said Present Ordinary High Water Line, the following courses and distances: run N 00°38'44" E, a distance of 11.37 feet; thence run N 43°38'00" E, a distance of 105.41 feet; thence run N 01°38'30" W, a distance of 125.94 feet; thence run N 19°02'30" E, a distance of 435.83 feet; thence run S 87°48'30" E, a distance of 32.97 feet; thence run S 74°02'30" E, a distance of 106.22 feet; thence, departing said Present Ordinary High Water Line, run S 10°48'03" W, a distance of 1,404.65 feet to a point on a non-tangent curve, concave southerly, having a radius of 1,050.00 feet; thence, on a chord bearing of N 79°42'30" W and a chord distance of 18.66 feet, run westerly, along the arc of said curve, a distance of 18.66 feet, through a central angle of 01°01'06" to a point; thence run S 09°46'57" W, a distance of 39.00 feet; thence run S 62°48'08" W, a distance of 18.27 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 25.00 feet; thence, on a chord bearing of S 34°16'41" E and a chord distance of 36.96 feet, run southeasterly, along the arc of said curve, a distance of 41.59 feet, through a central angle of 95°19'01" to the point of tangency

thereof; thence run S 13°22'49" W, a distance of 156.20 feet to a point of curvature of a curve, concave easterly, having a radius of 500.00 feet and a central angle of 14°49'37"; thence run southerly, along the arc of said curve, a distance of 129.39 feet to a point of reverse curvature of a curve, concave westerly, having a radius of 500.00 feet and a central angle of 09°30'36"; thence run southerly, along the arc of said curve, a distance of 82.99 feet to the point of tangency thereof; thence run S 08°03'48" W, a distance of 16.60 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to a point; thence run S 08°03'48" W, a distance of 50.00 feet; thence run N 81°56'12" W, a distance of 193.00 feet; thence run S 08°03'48" W, a distance of 413.96 feet to a point of curvature of a curve, concave easterly, having a radius of 1,243.00 feet and a central angle of 08°49'11"; thence run southerly, along the arc of said curve, a distance of 191.34 feet to the point of tangency thereof; thence run S 00°45'22" E, a distance of 229.69 feet; thence run N 89°14'38" E, a distance of 8.00 feet; thence run S 00°38'33" E, a distance of 218.00 feet; thence run S 89°21'27" W, a distance of 20.47 feet; thence run S 00°38'33" E, a distance of 280.00 feet to the ***POINT OF BEGINNING***.

Containing 66.31 acres, more or less.

EXHIBIT "B"

The **PULTE HOME COMPANY, LLC**, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of **ESTATES AT LAKE PICKETT - PHASE 1** and **ESTATES AT LAKE PICKETT - PHASE 2** 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 LAKE PICKETT - PHASE 1** and **ESTATES AT LAKE PICKETT - PHASE 2** 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]



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

October 19, 2016

TO: Mayor Teresa Jacobs
Board of County Commissioners

FROM: Sheriff Jerry L. Demings

SUBJECT: Estates at Lake Pickett Gated Community

I understand Orange County will enter into an agreement with Pulte Homes for the Estates at Lake Pickett gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow Pulte Homes 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.

A handwritten signature in black ink, appearing to be "J.L.D.", written over a horizontal line.

JLD/km

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