

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 **Consent** **Regular**
 Workshop **Public Hearing**

Department:
Submitted By: Engineering & Public Works
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement with Saturnia Isles Homeowners Association Incorporated (Community) for traffic control to be performed by the Palm Beach County Sheriff's Office.

SUMMARY: Approval of this Agreement authorizes the Palm Beach County Sheriff's Office to provide traffic control enforcement services within the above referenced private residential Community.

District 5 (MRE)

Background and Justification: Florida Statutes Section 316.006 provides that Palm Beach County (County) may exercise traffic control over private roads by written Agreement. The Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries in Palm Beach County, Florida. The Community desires to have Palm Beach County Sheriff's Office (Sheriff) control traffic upon its roadways. This will be provided at the discretion of the Sheriff. Should the Community desire deputies to be situated in its development at times outside normal hours, the Community understands that a separate contract must be executed with the Sheriff for additional services and that the Community will be invoiced by the Sheriff for such additional services.

- Attachments:**
1. Location Sketch
 2. Agreements with Exhibits "A" "B" and "C" (3)

Recommended By: Dan Newberg 10/16/08 *[Signature]*
Division Director **Date**

Approved By: D. T. Wahl 10/23/08
County Engineer **Date**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u><u>-0-(see below)-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes No

Budget Account No.:

Fund _____ Dept. _____ Unit _____ Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no additional fiscal impact.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Funding for routine law enforcement services and functions relating to traffic control within PBC's boundaries are included in the \$303.9 million budget in #0001-160-1601 in FY 2009 for the Sheriff.

[Signature] 10-29-08
 OFMB 10/28/08
 SD 10/2/08
 CN 10/23/08

[Signature] 10/29/08
 Contract Dev. and Control
 E. Jones 10/29/08

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 10/31/08
 Assistant County Attorney

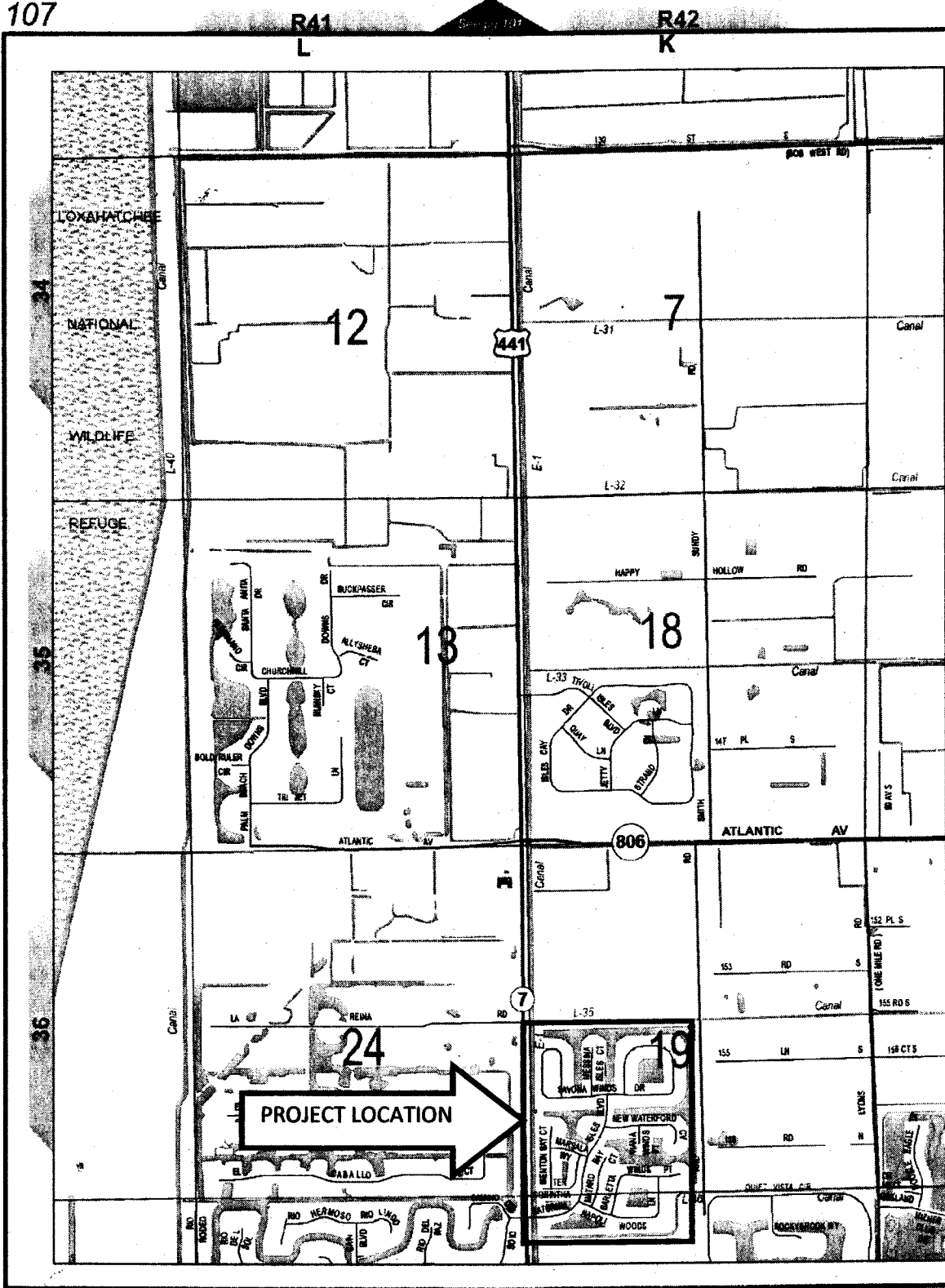
C. Other Department Review:

 Department Director

(This summary is not to be used as a basis for payment.)

SATURNIA ISLES HOMEOWNERS ASSOCIATION INCORPORATED

107



107

See pg 114

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN PALM
BEACH COUNTY AND SATURNIA ISLES HOMEOWNERS ASSOCIATION
INCORPORATED**

THIS AGREEMENT, made and entered into this _____ day of _____, 2008 and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter **County**, and **SATURNIA ISLES HOMEOWNERS ASSOCIATION INCORPORATED** representing a private residential community located in Palm Beach County, Florida, hereinafter **Community**.

WITNESSETH:

WHEREAS, Community owns/or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(3) provides that County may exercise traffic control jurisdiction over private roads by written agreement after consultation with the Palm Beach County Sheriff's Office, hereinafter Sheriff; and

WHEREAS, Community wishes to contract with the County for performance of law enforcement services and functions relating to traffic control within its boundaries in Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. Community desires to have the Sheriff and his deputies control traffic upon its roadways during normal patrol hours (hereinafter Services). Should Community desire deputies to be situated in its development at times outside normal hours, Community understands that a separate contract shall be executed for additional services and Community will be invoiced for such additional services.
3. Community shall provide County with certification by a licensed engineer that the roadway signage is in accordance with the standards set forth in the *Manual on Uniform Traffic Control Devices* and Chapter 316, Florida Statutes (Exhibit A). In addition, Community shall provide an affidavit stating that Community does in fact own/or control the roadways within said development (Exhibit B).
4. County and Sheriff shall exercise the authority in Community's geographical area pursuant to this Agreement and granted by the laws of the State of Florida.
5. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services (hereinafter Operational Matters), and the control of personnel employed shall be within the sole discretion of the Sheriff.

6. Persons employed in the performance of Services provided are appointees of the Sheriff and not County. As appointees of the Sheriff they receive all benefits, training and promotion opportunities provided by the Sheriff.

7. This Agreement may be canceled by the County or Community for any reason after (60) days written notice has been provided to the other party with a copy to the Sheriff.

8. This Agreement is subject to modification in writing by the mutual consent of parties to this Agreement and executed with the same formality as the original Agreement.

9. All notices and/or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be deemed received three (3) business days following the notices being placed in the U.S. Mail. Notices are to be to the following:

As to the activities of the County and Community:

PALM BEACH COUNTY: Palm Beach County Attorney's Office
Attention: Marlene Romano Everitt
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

With a copy to: Dan Weisberg, P.E., Director
Traffic Division
Palm Beach County Engineering and
Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

COMMUNITY: Saturnia Isles Homeowners Association
Incorporated
Attention: Larry Lazar (President)
c/o Century Management Services Incorporated
Megan Perkins, LCAM (Executive Vice President)
16281 Okeechobee Boulevard
Loxahatchee, FL 33470
(561) 798-8477

As to contract administration of the Operational Matters under this Agreement:

SHERIFF: Palm Beach County Sheriff's Office
Attention: Commander of Traffic Division
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 688-3508

10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by County and Sheriff under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.

11. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

12. The parties acknowledge that they have consulted with Sheriff as required by Florida Statutes 316.006(3)(b)(2). See acknowledgment of consultation a copy of which is attached hereto and incorporated herein as Exhibit C.

13. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be valid, such shall not effect the remaining portions of this Agreement and the same shall remain in full force and effect.

14. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

15. This Agreement shall be construed by and governed by the laws of the State of Florida.

16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COMMUNITY:

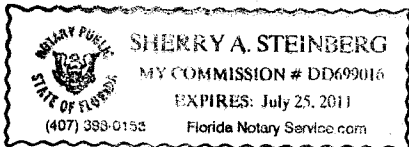
Saturnia Isles Homeowners Association Incorporated
Attention: Larry Lazar (President)
c/o Century Management Services Incorporated
Megan Perkins, LCAM (Executive Vice President)
16281 Okeechobee Boulevard
Loxahatchee, FL 33470
(561) 798-8477

PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: *Larry Lazar*
Larry Lazar, President

By: _____
~~Addie L. Greene, Chairperson~~

ATTEST:



ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: *Sherry A. Steinberg*

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: *Dan Mensby*



May 28, 2008

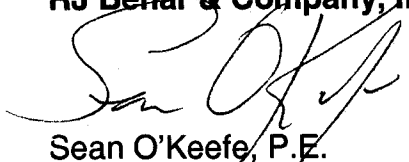
Saturnia Isles Homeowners Association
c/o Gables Property Management
15765 Saturnia Isles Boulevard
Delray Beach, FL 33446
Attn: Megan Deutsch, Manager

**RE: Survey of Traffic Signing and Marking Inspection
Saturnia Isles Subdivision**

Dear Ms. Deutsch:

On Friday, May 2, 2008, we have conducted our final inspection and survey of the Traffic Signing and Marking of the Saturnia Isles' subdivision roadways in Delray Beach, Palm Beach County, Florida. Based on our survey, we certify that the traffic signing and marking installations are in compliance with the standards and the criteria/requirements set forth by the Manual of Uniform Traffic Control Devices (MUTCD) (2003 Edition), the Palm Beach County traffic standards and all applicable laws and codes in the State of Florida.

Sincerely,
RJ Behar & Company, Inc.


Sean O'Keefe, P.E.
Project Manager
Professional Engineer No. 41766

5.28.08

RECORD AND RETURN TO:

Return to: (enclose self-addressed stamped envelope)

CAROL D. HOLLER, CLAS
HUDEN, McCLOSKEY SMITH, SCHUSTER & RUSSELL, P.A.
POST OFFICE BOX 1900
FORT LAUDERDALE, FLORIDA 33302

Name:
Michael S. Sheitelman, Esq.

Address:
G.L. Homes of Boca Raton Associates IV, Ltd.
1401 University Drive, Suite 200
Coral Springs, Florida 33071

This Instrument Prepared by:
Michael S. Sheitelman, Esq.
G.L. Homes of Florida
1401 University Drive, Suite 200
Coral Springs, Florida 33071



01/30/2003 16:31:37 20030053680
OR BK 14736 PG 1008
Palm Beach County, Florida

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR SATURNIA ISLES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR SATURNIA ISLES ("Second Amendment") is made as of the 6th day of January, 2003, by G.L. HOMES OF BOCA RATON ASSOCIATES IV, LTD., a Florida limited partnership ("Declarant"), whose principal office is located at 1401 University Drive, Suite 200, Coral Springs, Florida 33071-6039, and joined in by SATURNIA ISLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), whose principal office is located at 1401 University Drive, Suite 200, Coral Springs, Florida 33071-6039.

WHEREAS, Declarant has executed and recorded that certain "Declaration of Covenants, Restrictions and Easements for Saturnia Isles" ("Original Declaration") dated January 1, 2002 and recorded January 16, 2002 in Official Records Book 13315, Page 1346, as the same was amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements for Saturnia Isles dated March 1, 2002 and recorded April 5, 2002 in Official Records Book 13578, Page 931 ("First Amendment"), all of the Public Records of Palm Beach County, Florida (the Original Declaration and the First Amendment are referred to herein collectively as the "Declaration"); and

WHEREAS, the Declaration provides in Article XIII, Section 8, Paragraph 1 that prior to the "Turnover Date" Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Saturnia Isles" (as such terms are defined in the Declaration); and

WHEREAS, Article XIII, Section 8, Paragraph 1 of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment; and

WHEREAS, the Turnover Date has not occurred as of the date first above written; and

WHEREAS, the changes to the Declaration set forth in this Second Amendment do not materially impair the common plan of development of Saturnia Isles; and

WHEREAS, Declarant requests the joinder and consent of the Association.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The foregoing recitations are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

2. The second paragraph of Article III, Section 6 is hereby amended by adding the following language at the end thereof:

Without limitation, the Association shall accept all Streets, Drives, Roads, Roadways and sidewalks, including, without limitation, all gutters and curbs located within and adjacent to said Streets, Drives, Roads, Roadways and sidewalks, all as installed by Declarant provided the Streets, Drives, Roads, Roadways, sidewalks, gutters and curbs perform their intended purposes. The Association hereby further acknowledges and agrees that small cracks in, and the ponding or collection of water following periods of rain upon, the Streets, Drives, Roads, Roadways, sidewalks, gutters and curbs are all normal occurrences, and such cracks and ponding shall not be considered to be defects or deficiencies of any kind whatsoever.

3. The last paragraph of Article IV is hereby deleted in its entirety and the following language is hereby inserted in place thereof:

In addition, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

4. The reference to "forty-eight inches (48'")" in the third sentence of Article VIII, Section 2, Paragraph D is hereby amended to read "sixty inches (60'")."

5. The following paragraph is hereby inserted into the Declaration as a continuation of the last paragraph in Article IX, Section 1.B:

In the event the Association fails to maintain the Drainage System in accordance with this Declaration and/or the "South Florida Permit" (as hereinafter defined), then the South Florida Water Management District shall have the right to commence an action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Drainage System in accordance with this Declaration and/or the South Florida Permit.

6. Article IX, Section 1, Paragraph D is hereby deleted in its entirety and the following language is hereby inserted in place thereof:

The Association shall be responsible for the maintenance, repair and replacement of any street lights located in Saturnia Isles; the maintenance and repair of the irrigation system and sod located between the eastern edge of Lake Worth Drainage Canal E-1 and the western boundary of Saturnia Isles; the landscaping and sod in the lot focal point easements designated on the Plat and Additional Plat (affecting Lots 76 and 77, and Lots 133 and 134); the landscaping and sod in the cul-de-sac focal points as designated on the Plat and Additional Plat which are located in the roadways within the Community; the Improvements, landscaping and sod on "Tract RT2" as designated on the Plat and/or Additional Plat lying immediately to the north of Lot 96; the Improvements, landscaping and sod on "Tract OS2" as designated on the Plat and/or Additional Plat lying

immediately to the east of Lot 95 and immediately to the west of Lots 96 and 97; the Improvements, landscaping and sod on "Tract OS1" as designated on the Plat and/or Additional Plat lying immediately to the east of Lots 156 through 158, inclusive, and immediately to the west of Lot 179; the Improvements, landscaping and sod on "Tract OS1" as designated on the Plat and/or Additional Plat lying immediately to the west of Lot 256; the Improvements, landscaping and sod on "Tract OS2" as designated on the Plat and/or Additional Plat lying immediately to the south of Lot 269 and immediately to the north of Lot 270; and the Improvements, landscaping and sod on "Tract OS1" as designated on the Plat and/or Additional Plat lying immediately to the east of Lot 356.

7. The Second paragraph of Article IX, Section 2, Paragraph B is hereby deleted in its entirety and the following language is hereby inserted in place thereof:

Except as otherwise specifically provided in Article IX, Section 1, Paragraph D above, Owners of Lots adjacent to an "OS" or open space tract shall be responsible for maintaining the sod located in the "OS" or open space tract to the middle line of the "OS" or open space tract. No Owner shall erect or install any Improvement or plantings other than sod in any "OS" or open space tract.

8. The following two (2) sentences are hereby inserted as the fifth (5th) and sixth (6th) sentences of the first paragraph of Article XIII, Section 6:

In addition, the Declarant hereby has, shall have and hereby reserves the right to enter upon the Association Property (including, without limitation, all drainage, lake maintenance, canal maintenance, and utility easements whether located on a Lot or Association Property) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Saturnia Isles and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners.

9. The last sentence of the first (1st) paragraph of Article XIII, Section 6 is hereby deleted in its entirety and the following sentence is hereby inserted in place thereof:

The rights and privileges of the Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of the Declarant under any of the Saturnia Isles Documents.

10. South Florida Water Management District Permit No. 50-04693-P ("South Florida Permit") is hereby inserted into the Declaration as Exhibit "D" thereto, and copies of the South Florida Permit shall be maintained by the Association's Registered Agent for the Association's benefit.

11. This Amendment shall become effective upon recording amongst the Public Records of Palm Beach County, Florida.

12. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, this Second Amendment has been signed by Declarant and joined in by the Association as of the date first written above.

DECLARANT:

G.L. HOMES OF BOCA RATON ASSOCIATES IV, LTD., a Florida limited partnership

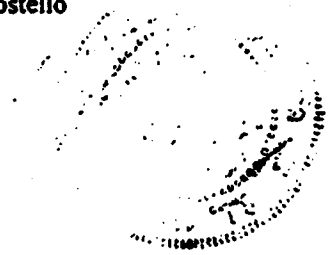
By: G.L. HOMES OF BOCA RATON IV CORPORATION, a Florida corporation, its general partner

By: [Signature]
Name: Richard A. Costello
Title: Vice President

WITNESSES AS TO DECLARANT:

[Signature]
Signature
Print Name MICHAEL J. FEITELMAN

[Signature]
Signature
Print Name Annette Arroyo



ASSOCIATION:

SATURNIA ISLES HOMEOWNERS ASSOCIATION, INC, a Florida corporation not for profit

By: [Signature]
Name: Tandra Wolfe
Title: President

WITNESSES AS TO ASSOCIATION:

[Signature]
Signature
Print Name Neal Franklin

[Signature]
Signature
Print Name Giuseppe Maggi

[NOTARY ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard A. Costello, as Vice President of G.L. Homes of Boca Raton IV Corporation, a Florida corporation, the general partner of G.L. HOMES OF BOCA RATON ASSOCIATES IV, LTD., a Florida limited partnership, freely and voluntarily under authority duly vested in him by said corporation and limited partnership. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of January, 2003.

Carol DeLuca
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



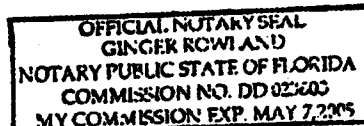
STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Tandra Wolfe, as President of SATURNIA ISLES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of January, 2003.

Ginger Rowland
Notary Public, State of Florida at Large
Ginger Rowland
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



PBSO ACKNOWLEDGMENT OF CONSULTATION

Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledges that Palm Beach County has consulted with a designee of the Palm Beach County Sheriff's Office regarding the agreement for enforcement of the state traffic laws over the private road or roads which are owned or controlled by Saturnia Isles Homeowners Association Incorporated, a private residential community.

FISCAL IMPACT

There is no fiscal impact to the Palm Beach County Sheriff's Office resulting from routine enforcement in regard to the Agreement for Traffic Control Jurisdiction between Palm Beach County and Saturnia Isles Homeowners Association Incorporated.

Date: 9-22-08

By: [Signature]

Title: Sheriff