

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	October 8, 2019	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

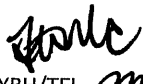


Motion and Title: Staff recommends motion to approve: an agreement with Huntington Lakes, Inc. (Community) for enforcement of the traffic laws of the state to be performed by the Palm Beach County Sheriff's Office (Sheriff).

SUMMARY: Approval of this agreement will authorize the Sheriff to provide enforcement of the traffic laws of the state upon the private roadways during normal patrol hours within the Community. District 5 (YBH)

Background and Justification: Section 316.006, Florida Statutes, provides that Palm Beach County (County) may exercise traffic control over private roads by written agreement after consultation with the Sheriff. The Community wishes to contract with the County to have the Sheriff provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours at the discretion of the Sheriff. Should the Community desire the Sheriff 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 Map
2. Agreement with Exhibits A, B, and C (3)

MR		
Recommended By:	<u>YBH/TEL </u>	<u>9/29/2019</u>
	County Engineer	Date
Approved By:	<u></u>	<u>9/11/19</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
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>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget?	Yes	No	
Does this item include the use of federal funds?	Yes	No	X

Budget Account No:

Fund	Dept	Unit	Object
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Recommended Sources of Funds/Summary of Fiscal Impact:


****This item has no fiscal impact.**

C. Departmental Fiscal Review:

Alice Kovalainen

III. REVIEW COMMENTS

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


 9/24 OFMB DC 9/24 ^{AKD}_{9/25}

Contract Dev. and Control

**B. Approved as to Form
and Legal Sufficiency:**

MB Herman 10/1/19
Assistant County Attorney

C. Other Department Review:

Department Director

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



STATE BETWEEN PALM BEACH COUNTY AND
Huntington Lakes, Inc.

THIS AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE STATE (AGREEMENT), made and entered into this ____ day of _____, 20____ between **PALM BEACH COUNTY (COUNTY),** a political subdivision of the State of Florida, by and through its Board of County Commissioners and Huntington Lakes, Inc. **(COMMUNITY)** (individually "Party" or collectively "Parties") representing a private residential community located in Palm Beach County, Florida.

WITNESSETH:

WHEREAS, the COMMUNITY owns or controls the private roadways within Huntington Lakes (DEVELOPMENT); and

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

WHEREAS, the COMMUNITY wishes to contract with the COUNTY for the SHERIFF to provide for enforcement of traffic laws of the state over the private roads in the DEVELOPMENT,

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

1. The above recitations are true and correct and incorporated herein.
2. The **COMMUNITY** desires to have the **SHERIFF** provide enforcement of the traffic laws of the state upon the **COMMUNITY's** roadways during normal patrol hours (**SERVICES**). Should the **COMMUNITY** desire the **SHERIFF** to be situated in its **DEVELOPMENT** at times outside normal patrol hours, the **COMMUNITY** understands that a separate contract shall be executed for additional services. The **COMMUNITY** will be invoiced for such additional services by the **SHERIFF's Contracts and Permits Division**.
3. The **COMMUNITY** has provided the **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**).
4. The **COMMUNITY** has provided an affidavit, affirming that the **COMMUNITY** owns or controls the roadways within the **DEVELOPMENT (Exhibit B)**.
5. The **COUNTY** and **SHERIFF** shall exercise their authority in the **DEVELOPMENT's** geographical area pursuant to this **AGREEMENT** and granted by the laws of the state of Florida.
6. The rendition of **SERVICES**, standards of performance, discipline and other matters incident to the performance of such **SERVICES**, and the control of personnel employed shall be within the sole discretion of the **SHERIFF**.
7. Persons employed in the performance of **SERVICES** provided are appointees of the **SHERIFF** and not the **COUNTY**. As appointees of the **SHERIFF**, they receive all benefits, training and promotion opportunities provided by the **SHERIFF**.
8. This **AGREEMENT** may be canceled by the **COUNTY** or **COMMUNITY** for any reason after sixty (60) days written notice has been provided to the other Party with a copy to the **SHERIFF**.
9. 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**.

10. 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 mailed to the following:
As to the activities of the COUNTY and COMMUNITY:

COUNTY: Palm Beach County Engineering and Public Works
Attn: Motasem Al-Turk, Ph.D., P.E. – Director, Traffic Division
2300 North Jog Road, 3rd Floor
West Palm Beach, FL 33411

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta B. Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33402-1989

COMMUNITY: Huntington Lakes, Inc.
Attn: Suzi Holmes
7355 Huntington Ln.
Delray Beach, FL 33446
Phone #: 561-498-0228

As to the contract for the administration of the SERVICES under this AGREEMENT:

SHERIFF: Palm Beach County Sheriff's Office
Attn: Lt. Paul Rispoli
3228 Gun Club Road
West Palm Beach, FL 33406
(561) 687-6825

11. The exercise of the enforcement of the traffic laws provided for herein shall be in addition to the jurisdictional authority presently exercised by the COUNTY and SHERIFF under law, and nothing in this AGREEMENT shall be construed to limit or remove any jurisdictional authority.

12. The COMMUNITY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this AGREEMENT or due to the acts or omissions of the COMMUNITY.

13. The COUNTY has consulted with the 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.

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

15. 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.

16. This AGREEMENT shall be construed by and governed by the laws of the State of Florida.

15. 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**.

16. This **AGREEMENT** shall be construed by and governed by the laws of the State of Florida.

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

18. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the **COMMUNITY**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2) F.S., the **COMMUNITY** shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The **COMMUNITY** is specifically required to:

- A. Keep and maintain public records required by the **COUNTY** to perform services as provided under this **AGREEMENT**.
- B. Upon request from the **COUNTY'S** Custodian of Public Records, provide the **COUNTY** with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The **COMMUNITY** further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the **AGREEMENT**, if the **COMMUNITY** does not transfer the records to the public agency.
- D. Upon completion of the **AGREEMENT**, the **COMMUNITY** shall transfer, at no cost to the **COUNTY**, all public records in possession of the **COMMUNITY** unless notified by **COUNTY'S** representative/liaison, on behalf of the **COUNTY'S** Custodian of Public Records, to keep and maintain public records required by the **COUNTY** to perform the service. If the **COMMUNITY** transfers all public records to the **COUNTY** upon completion of the **AGREEMENT**, the **COMMUNITY** shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the **COMMUNITY** keeps and maintains public records upon completion of the **AGREEMENT**, the **COMMUNITY** shall meet all applicable requirements for retaining public records. All records stored electronically by the **COMMUNITY** must be provided to the **COUNTY**, upon request of the **COUNTY'S** Custodian of Public Records, in a format that is compatible with the information technology systems of the **COUNTY**, at no cost to the **COUNTY**.

Failure of the **COMMUNITY** to comply with the requirements of this article shall be a material breach of this **AGREEMENT**. The **COUNTY** shall have the right to exercise any and all remedies available

to it, including but not limited to, the right to terminate for cause. The COMMUNITY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE COMMUNITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMMUNITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

19. **INSURANCE**

A. The COMMUNITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverages and limits (including endorsements), as described herein. The COMMUNITY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as the COUNTY'S review or acceptance of insurance maintained by the COMMUNITY are not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the COMMUNITY under the AGREEMENT.

B. **Commercial General Liability** - The COMMUNITY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by the COUNTY'S Risk Management Department. The COMMUNITY shall provide this coverage on a primary basis.

C. **Business Automobile Liability** - The COMMUNITY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident for all owned, non-owned and hired automobiles. In the event the COMMUNITY does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the COMMUNITY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The COMMUNITY shall provide this coverage on a primary basis.

D. **Worker's Compensation Insurance & Employers Liability** - The COMMUNITY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. The COMMUNITY shall provide this coverage on a primary basis.

Additional Insured - The COMMUNITY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." The COMMUNITY shall provide the Additional Insured endorsements coverage on a primary basis.

E. **Waiver of Subrogation** - The COMMUNITY hereby waives any and all

rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then the COMMUNITY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should the COMMUNITY enter into such an agreement on a pre-loss basis.

F. Certificate(s) of Insurance - Prior to execution of this AGREEMENT, the COMMUNITY shall deliver to the COUNTY, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this AGREEMENT have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
c/o Engineering Department & Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
Phone: (561)684-4101

G. Umbrella or Excess Liability - If necessary, the COMMUNITY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

H. Right to Review - The COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this AGREEMENT. The COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

20. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT, as provided in County R-2017-1770, as amended.

21. The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and

records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COMMUNITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

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

EXECUTED by COMMUNITY this 16 day of May, 2019.

(COMMUNITY’S Seal)

ATTEST:

COMMUNITY: Huntington Lakes Inc
[FULL NAME OF COMMUNITY], a
Florida non for profit
[corporation/non for profit
corporation] licensed to do business in
Florida

BY: [Signature]
(Signature of other corporate officer)
NEAL DUDAS / Secretary
(Print Name and Title)

BY: [Signature]
(Signature of President or Vice President)
Don Flintzer / President
(Print Name and Title)

EXECUTED by COUNTY this _____ day of _____, 20 ____.

(COUNTY Seal)

ATTEST:

Sharon R. Bock
Clerk & Comptroller

Palm Beach County, A POLITICAL
SUBDIVISION OF THE STATE OF
FLORIDA, by and through its BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: ybh _____
Yelizaveta B. Herman
Assistant County Attorney

By: Motasem A. Al-Turk _____
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director



April 8, 2019

Huntington Lakes HOA
Suzie Holmes, Clubhouse Manager
7355 Huntington Lane, Delray Beach, FL 33446
Office: (561) 498-0228 • Cell: (443) 574-6772

Re: Huntington Lakes Exhibit A - Traffic Survey Letter and Map

Dear Suzie,

JFO Group Inc. has been retained to prepare a survey certifying that all regulatory traffic signs within the Huntington Lakes Community comply with the Manual on Uniform Traffic Control Devices (MUTCD) standards and the Palm Beach County (PBC) Traffic Engineering requirements. The community is located in unincorporated Palm Beach County, east of Hagen Ranch Road and west of Jog Road, just north of Atlantic Ave. Figure 1 shows a location of the community in relation to the transportation network. Two (2) access points exist with security gates; one (1) on N Oriole Boulevard just north of Gateway Road and one (1) on N Oriole Boulevard just west of Jog Road.



Figure 1 : Project Location

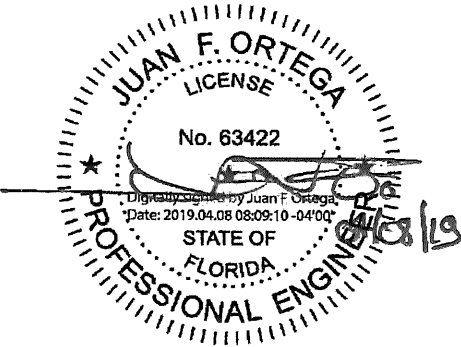
Following your receipt of the traffic control survey that we prepared for you indicating the changes needed to meet the required standards, the Huntington Lakes HOA retained a contractor to correct the issues detailed in the survey. Upon completion of the work by the contractor, we inspected the conditions of the signage with respect to the recommendations from our study. The final inspection was conducted on April 3, 2019. Exhibit 1 includes a summary of the locations of the signs while Exhibit 2 lists all the signs as shown in Exhibit 1.

The community regulatory traffic signs and speed limit comply with the Florida State Statutes, the Florida Department of Transportation Standards, the 2009 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) revised on May 2012, and the Palm Beach County Traffic Engineering Standards. In my professional opinion, the posted speed limit of 30 mph is appropriate for N Oriole Boulevard given the roadway geometrics, the number of driveways accessing the roadways, sight distance, and pedestrian activity. In addition, the 30 mph speed limit is in accordance with the Florida Statutes Section 316.189 and Palm Beach County.

Consequently, the condition of regulatory traffic signs and the applicable standards on April 3, 2019 at the Huntington Lakes Community were found to comply with County, State, and Federal guidelines regarding signage location, height, size and reflectivity requirements as included in the latest version of the MUTCD which allows deputies from the Palm Beach County Sheriff's Office to be able to enforce traffic laws when patrolling through your community during normal patrol hours. If your community wishes to have deputies stationed at your development, off-duty deputies need to be hired.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures: Exhibit 1: Regulatory Traffic Signs - Location
 Exhibit 2: Regulatory Traffic Signs – Type of Sign



HUNTINGTON LAKES

Regulatory Traffic Signs

2019-04-08



Exhibit "A"
Page 4 of 4

	Sign General Location	Type of Sign
64	NW Huntington Blvd and Bedford Dr	Stop Sign
65	NE Huntington Blvd and Bedford Dr	Stop Sign
66	NE Huntington Blvd and Building 11	Stop Sign
67	SW Chantilly Ln - Building 20	Stop Sign
68	NE Chantilly Ln - Building 20	Stop Sign
69	Amberly Ln - 26°27'43.25"N 80°09'38.59"W	Stop Sign
70	Amberly Ln - 26°27'43.21"N 80°09'43.37"W	Stop Sign
72	Amberly Ln - 26°27'42.58"N 80°09'43.73"W	Stop Sign
73	Amberly Ln - 26°27'43.58"N 80°09'46.47"W	Stop Sign
74	One Way - 26°27'34.26"N 80°09'47.11W	One Way
75	Kinghurst Dr south side 26°27'39.58N 80°09'37.38W	Speed Limit
76	No Left Turn - 26°27'34.32"N 80°09'36.14"W	No Left Turn
77	Building 40 One Way - SW Corner of parking lot	One Way
79	Building 40 No Exit - 26°27'33.94"N 80°09'35.56"W	No Exit
80	NE Corner of parking lot for building 40	Speed Limit
81	Building 40 No Exit - 26°27'34.52"N 80°09'35.57"W	No Exit
82	Building 40 One Way - NE Corner of parking lot	One Way
83	Building 40 - SW Corner of parking lot	Multiple Signs
84	Building 40 - NW Corner of parking lot	Keep Left
85	Kinghurst Dr south side 26°27'39.90N 80°09'37.40W	Speed Limit
86	Building 38 - 26°27'38.63N 80°09'37.17W	Speed Limit
87	Building 38 - 26°27'44.53N 80°09'26.93W	Multiple Signs
88	Stop - 26°27'45.08N 80°09'26.37W	Stop Sign
89	Stop - 26°27'45.11N 80°09'25.79W	Stop Sign
90	Do Not Enter - 26°27'44.77"N 80°09'25.64"W	Do Not Enter
91	Do Not Enter - 26°27'44.77"N 80°09'25.64"W	Do Not Enter
92	Stop - 26°27'46.47"N 80°09'25.19"W	Stop Sign
93	Do Not Enter - 26°27'46.59"N 80°09'25.07"W	Do Not Enter
94	Amberly Ln., 26°27'48.34 "N 80°09'24.03"W	Speed Limit
95	Amberly Ln., 26°27'48.39 "N 80°09'24.44"W	Speed Limit
96	SE Corner of Amberly Ln and Huntigton Ln.	Stop Sign
97	Speed Limit - 26°27'43.25"N 80°09'26.03"W	Speed Limit
98	No Parking - 26°27'43.53"N 80°09'27.91"W	No Parking
99	No Parking - 26°27'43.53"N 80°09'27.91"W	No Parking
100	One Way - 26°27'44.56"N 80°09'28.29"W	One Way
101	Do Not Enter - 26°27'44.80"N 80°09'28.21"W	Do Not Enter
102	No Parking - 26°27'43.53"N 80°09'27.91"W	No Parking
103	One Way - 26°27'44.54"N 80°09'21.77"W	One Way
104	Do Not Enter - 26°27'48.44"N 80°09'21.69"W	Do Not Enter
106	Do Not Enter - 26°27'44.80"N 80°09'28.21"W	Do Not Enter
107	Ped Xing - 26°27'50.86"N 80°09'31.77"W	Ped Xing
108	Huntington Ln., 26°27'50.98"N 80°09'32.16W	Wrong Way
109	Huntington Ln., 26°27'51.21"N 80°09'32.93W	Stop Sign
75SL	Kinghurst Dr south side 26°27'39.58N 80°09'37.38W	Speed Limit
80SL	NE Corner of parking lot for building 40	Speed Limit
SL1	Oriole Blvd., 26°27'35.93 "N 80°09'42.55"W	Speed Limit
SL2	Oriole Blvd., 26°27'39.52"N 80°09'37.39"W	Speed Limit
SL3	Oriole Blvd., 26°27'41.27"N 80°09'32.86"W	Speed Limit
SL4	26°27'43.57"N 80°09'28.60"W	Speed Limit
SL5	Amberly Ln., 26°27'45.33 "N 80°09'31.34"W	Speed Limit
SL6	Oriole Blvd., 26°27'54.22"N 80°09'04.04"W	Speed Limit
SL7	Oriole Blvd., 26°27'54.14"N 80°09'13.05"W	Speed Limit
SL8	Speed Limit - 26°27'53.64"N 80°09'20.17"W	Speed Limit
SL9	Oriole Blvd., 26°27'48.27"N 80°09'27.33"W	Speed Limit
SL10	Amberly Ln., 26°27'45.06 "N 80°09'32.96"W	Speed Limit
SL11	Amberly Ln., 26°27'45.38 "N 80°09'35.25"W	Speed Limit
SL12	Amberly Ln., 26°27'44.84 "N 80°09'35.93"W	Speed Limit
SL12A	Amberly Ln., 26°27'45.24 "N 80°09'37.28"W	Speed Limit
SL13	Amberly Ln., 26°27'43.59 "N 80°09'40.78"W	Speed Limit
SL14	Amberly Ln., 26°27'43.18 "N 80°09'41.47"W	Speed Limit
SL15	Amberly Ln., 26°27'43.62 "N 80°09'44.19"W	Speed Limit
SL16	Amberly Ln., 26°27'43.29 "N 80°09'44.98"W	Speed Limit
SL17	Strathmore Ln., 26°27'52.47 "N 80°08'59.00"W	Speed Limit

AFFIDAVIT

Donald Flintzer of Huntington Lakes Inc
 (COMMUNITY), certify that I have the authority to act on behalf of the COMMUNITY. I
 further certify that the COMMUNITY owns or controls the roadways within
Huntington Lakes (DEVELOPMENT).

Enclosed with this Affidavit is a letter from a registered professional engineer who performed
 a traffic survey within the COMMUNITY'S DEVELOPMENT. The letter states that the
 roadways within the DEVELOPMENT meet all applicable standards as outlined in the
Manual on Uniform Traffic Control Devices (MUTCD). Our understanding is that we meet
 the requirements of the Palm Beach County Sheriff's Office (SHERIFF) by having this traffic
 survey completed, and we are submitting this information for your records.

We respectfully request to contract with the SHERIFF for patrols within the
 DEVELOPMENT to begin as soon as possible.

Huntington Lakes Inc.
 Community Name

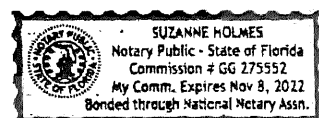
Don Flintzer DON FLINTZER 8/13/19
 Signature / Print Name Date

STATE OF FLORIDA
 COUNTY OF PALM BEACH

This foregoing instrument was acknowledged before me this 13 day of August,
 2019, by Donald Flintzer who is personally known to me or
 who has produced _____ as identification.

ATTEST:

Suzanne Holmes
 Notary (Seal)



PBSO ACKNOWLEDGMENT OF CONSULTATION

Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledges that Palm Beach County (**COUNTY**) has consulted with a designee of the Palm Beach County Sheriff's Office (**SHERIFF**) regarding the Agreement for Traffic Control Jurisdiction (**AGREEMENT**) for enforcement of the state traffic laws over the private road or roads that are owned or controlled by Huntington Lakes Inc. (**COMMUNITY**). Further, the Palm Beach County Sheriff's Office hereby waives the statutory requirement that establishes October 1 as the effective date of the **AGREEMENT**.

FISCAL IMPACT

There is no fiscal impact to the **SHERIFF** resulting from routine enforcement in regards to the **AGREEMENT** between the **COUNTY** and **COMMUNITY**.

Date: 7/3/19
By: [Signature]
Print Name: Ric L. Bradshaw
Title: Sheriff

CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER		CONTACT NAME:	
Statewide Commercial Insurance, Inc.		PHONE (A/C, No, Ext): (772) 567-1700	FAX (A/C, No): (772) 562-7100
1425 20th St		E-MAIL ADDRESS:	
Vero Beach, FL 32960		PRODUCER CUSTOMER ID: HUNTLAK-04	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : AmRisc LLC	
		INSURER B : Travelers Casualty & Surety Co.	31194
		INSURER C : Continental Casualty Co.	20443
		INSURER D : Arch Specialty Insurance Company	21199
		INSURER E :	
		INSURER F :	
INSURED			
Huntington Lakes, Inc.			
7355 Huntington Lane			
Delray Beach, FL 33446			

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
HUNTINGTON LAKES, INC.
DELRAY BEACH, FL 33446 MASTER ASSOCIATION POLICY
REFER TO SCHEDULE BELOW

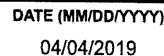
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY		LIMITS
A	X	PROPERTY		AMR-63557-01	06/16/2019	06/16/2020	X	BUILDING	\$ 10,522,044
	CAUSES OF LOSS		DEDUCTIBLES					PERSONAL PROPERTY	\$
		BASIC	BUILDING					BUSINESS INCOME	\$
		BROAD	CONTENTS					EXTRA EXPENSE	\$
	X	SPECIAL						RENTAL VALUE	\$
		EARTHQUAKE					BLANKET BUILDING	\$	
	X	WIND	\$50,000					BLANKET PERS PROP	\$
		FLOOD						BLANKET BLDG & PP	\$
	X	2% NS							\$
									\$
									\$
			INLAND MARINE				TYPE OF POLICY		
CAUSES OF LOSS		POLICY NUMBER			\$				
			NAMED PERILS			\$			
						\$			
B	X	CRIME		106562864	08/03/2019	08/03/2020	X	Fidelity Bond	\$ 1,000,000
	TYPE OF POLICY							\$	
	Crime							\$	
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN							\$
								\$	
C	Directors & Officers			618686223	08/03/2019	08/03/2020	X	D&O Liability	\$ 1,000,000
D	General Liability			SGL0000595-00	08/03/2019	08/03/2020	X	General Aggregate	\$ 2,000,000

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

<p>Palm Beach County Board of County Commissioners a Political Subdivision of the State of Florida, its Officers, Employees and Agents</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 



IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Marylou Waltz	
Mack, Mack & Waltz Insurance Group, Inc.		PHONE (A/C, No, Ext): (954) 640-6225	FAX (A/C, No): (954) 640-6226
1211 S Military Trail		E-MAIL ADDRESS: mwaltz@mackinsurance.com	
Suite 100			
Deerfield Beach	FL 33442	INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Bridgefield Employers Ins. Co.	10701
INSURED		INSURER B :	
Huntington Lakes, Inc.		INSURER C :	
7355 Huntington Lane		INSURER D :	
		INSURER E :	
Delray Beach	FL 33446	INSURER F :	


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$
	<input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/>							MED EXP (Any one person)	\$
	<input type="checkbox"/>							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$
	<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/>	OTHER:							\$
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/>	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR							EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE							AGGREGATE	\$
	<input type="checkbox"/>	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> Y	N / A	830-27408	04/02/2019	04/02/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.I. EACH ACCIDENT	\$ 500,000
								E.I. DISEASE - EA EMPLOYEE	\$ 500,000
								E.I. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CANCELLATION

<p>Paychex Business Solutions 970 Lake Carillon Drive Suite 400 St. Petersburg</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
<p>FL 33716</p>	<p>AUTHORIZED REPRESENTATIVE</p> <p></p>

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AGENCY CUSTOMER ID: HUNTлак-04

SSTONE

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Statewide Commercial Insurance, Inc.		NAMED INSURED Huntington Lakes, Inc. 7355 Huntington Lane Delray Beach, FL 33446
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	
		EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

SCHEDULE

STREET ADDRESS/DESCRIPTION/HAZARD LIMIT

7355 HUNTINGTON LANE/CLUBHOUSE/\$9,321,172
7355 HUNTINGTON LANE/WEST GUARD HOUSE/\$77,002
7355 HUNTINGTON LANE/EAST GUARD HOUSE /\$268,500
7355 HUNTINGTON LANE/Identification Sign @ West Entrance -1/\$2,050
7355 HUNTINGTON LANE/Monument Walls @ East Entrance -2/\$17,800
7355 HUNTINGTON LANE/Perimeter Masonry Walls/\$211,150
7355 HUNTINGTON LANE/Monument Wall @ Clubhouse - 1/\$4,850
7355 HUNTINGTON LANE/Flag Pole @ Clubhouse/\$2,850
7355 HUNTINGTON LANE/Trash Enclosure @ Clubhouse/\$6,500
7355 HUNTINGTON LANE/Site Lighting @ Clubhouse/\$31,225
7355 HUNTINGTON LANE/Walkway Lighting @ Clubhouse/\$21,875
7355 HUNTINGTON LANE/Storage Shed - 1/\$1,950
7355 HUNTINGTON LANE/West Security Gates (4), Fencing/\$34,800
7355 HUNTINGTON LANE/West Security Gate Arms (3)/\$12,345
7355 HUNTINGTON LANE/Perimeter Chain Link Fencing/\$61,400
7355 HUNTINGTON LANE/Pavilion @ Bocce Courts (1)/\$34,200
7355 HUNTINGTON LANE/Aerator / Irrigation Stations/\$45,000
7355 HUNTINGTON LANE/Shade Canopy @ Tennis Area (1)/\$5,300
7355 HUNTINGTON LANE/Tennis Courts (5)/\$141,000
7355 HUNTINGTON LANE/Chain Link Fencing @ Tennis Court/\$13,600
7355 HUNTINGTON LANE/Lighting @ Tennis Courts (8)/\$23,040
7355 HUNTINGTON LANE/Shade Canopy @ Tennis Courts (5)/\$10,550
7355 HUNTINGTON LANE/Water Fountains @ Tennis (2)/\$4,200
7355 HUNTINGTON LANE/Pickleball Courts (5)/\$96,425
7355 HUNTINGTON LANE/Chain Link Fencing @ Pickleball/\$7,115
7355 HUNTINGTON LANE/Shade Canopy @ East Pickleball (1)/\$2,400
7355 HUNTINGTON LANE/Lighting @ East Pickleball Courts (3)/\$8,280
7355 HUNTINGTON LANE/Site Fencing @ Clubhouse/\$9,500
7355 HUNTINGTON LANE/East Security Gates / Features **/\$31,500
7355 HUNTINGTON LANE/Bocce Courts (2)/\$2,640
7355 HUNTINGTON LANE/Shade Canopy @ Bocce Courts (2)/\$3,825
7355 HUNTINGTON LANE/Sports Court (1)/\$8,000

REPLACEMENT COST VALUATION APPLIES
FULL VALUE PER APPRAISAL NOT OLDER THAN 36 MONTHS REQUIRED BY FLORIDA STATUTE 718.111

ORDINANCE & LAW COVERAGE INCLUDED.

INSURANCE PROVIDED AS REQUIRED BY FL STATUTE 718.111, MASTER POLICY COVERS FROM DRYWALL TO THE OUTSIDE OF THE BUILDING. FROM THE PAINT TO THE INSIDE OF THE UNIT IS EACH INDIVIDUAL OWNER'S RESPONSIBILITY.

GENERAL LIABILITY POLICY INCLUDES SEVERABILITY CLAUSE.

FIDELITY BOND COVERAGE INCLUDES MANAGEMENT COMPANY WHEN APPLICABLE.

GENERAL LIABILITY AGGREGATE \$2,000,000
GENERAL LIABILITY PER OCCURRENCE \$1,000,000

April 16, 2019

Re: Business Automobile Liability Ins.

Dear Sirs,

This letter serves as notice that Huntington Lakes does not own any vehicles for business operation and therefore does not carry business automobile liability insurance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Don Flintzer', with a stylized flourish at the end.

Don Flintzer