

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

Meeting Date:	May 18, 2021	<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 Bristol Lakes Homeowners Association, Inc. (Community) for enforcement of the traffic laws of the state to be performed by the Palm Beach County Sheriff's Office (PBSO).

SUMMARY: Approval of this agreement will authorize PBSO to provide enforcement of the traffic laws of the state upon the private roadways during normal patrol hours within the Community. District 3 (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 PBSO. The Community wishes to contract with the County to have PBSO provide enforcement of the traffic laws of the state upon its roadways during normal patrol hours at the discretion of PBSO. Should the Community desire PBSO to be situated in its development at times outside normal hours, the Community understands that a separate contract must be executed with PBSO for additional services and that the Community will be invoiced by PBSO for such additional services.

Attachments:

1. Location Map
2. Agreement with Exhibits A, B, and C (3)

Recommended By:	<i>ma</i> <i>J. Z...</i>	<i>4/13/2021</i>
	County Engineer	Date
Approved By:	<i>Pee</i>	<i>4/14/21</i>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
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>-0-</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 Acct No.: Fund__ Dept.__ Unit__ Object
 Program

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Dalegonbauer 4/13/21 John S. Probandt 4/14/21
 OFMB 4.13.21 Contract Dev. and Control
 4/13/21 4-14-21 TW

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

MBL 4.15.21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



Project Location

**AGREEMENT FOR ENFORCEMENT OF THE TRAFFIC LAWS OF THE
STATE BETWEEN PALM BEACH COUNTY AND
Bristol Lakes Homeowners Association , 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 **Bristol Lakes Homeowners Association , 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 _____
Bristol Lakes _____ (**DEVELOPMENT**); and

WHEREAS, Section 316.006 (3)(b), Florida Statutes, provides that the **COUNTY** may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Section 316.006 (3)(b), Florida Statutes further requires the **COUNTY** to consult with a designee of the Palm Beach County Sheriff's Office (**SHERIFF**), regarding the agreement, as evidenced in **Exhibit C**; 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 hereby 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 traffic control devices within the **DEVELOPMENT** are in accordance with the standards set forth in the Manual on Uniform Traffic Control Devices (MUTCD) 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. Any proposed change to a traffic control device within the **DEVELOPMENT** must be submitted to the **COUNTY** in writing for review. The **COUNTY** will provide the **COMMUNITY** with written notification of its decision. The **COMMUNITY** shall not install nor modify any traffic control device within the **DEVELOPMENT** unless approved by the **COUNTY**.
7. The **COMMUNITY** shall grant **COUNTY** and **SHERIFF** access to the **DEVELOPMENT** as needed in order for the **COUNTY** and **SHERIFF** to fulfill its duties associated with this **AGREEMENT**.

8. The **COMMUNITY** shall be responsible for maintaining all traffic control devices within the **DEVELOPMENT**, as directed by the **COUNTY**.
9. The **COMMUNITY** shall reimburse the **COUNTY** for all actual costs incurred by the **COUNTY** related to traffic control. This includes but is not limited to costs incurred to review any proposed new traffic control devices and/or proposed change to a traffic control device submitted after the certification date in **Exhibit A**, and costs associated with the **COUNTY** inspecting traffic control devices within the **DEVELOPMENT**.
10. The **COMMUNITY** shall be responsible for regularly inspecting, identifying and replacing damaged or missing traffic control devices. The **COMMUNITY** shall notify the **COUNTY** of any damaged or missing traffic control device within two (2) weeks of discovery. The **COMMUNITY** shall repair and or replace any damaged or missing traffic control device within 90 days of discovery. The **COMMUNITY** shall notify the **COUNTY** of any repair or replacement of any traffic control device within 48 hours of the completed repair or replacement.
11. The **COMMUNITY** shall have 90 days to complete any **COUNTY** requested traffic control device repair or replacement within the **DEVELOPMENT**.
12. Under no circumstances shall the **COUNTY** incur any cost related to installing, inspecting, or maintaining any traffic control device within the **DEVELOPMENT**.
13. 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**.
14. 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**.
15. 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**.
16. This **AGREEMENT** is subject to modification in writing by the mutual consent of the Parties to this **AGREEMENT** and executed with the same formality as the original **AGREEMENT**.
17. 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:

Bristol Lakes Homeowners Association, Inc.
 Attn: Gary Nordmark
 7303 Brunswick Circle
 Boynton Beach, FL 33472
 Phone #: 561-312-6829

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

18. The exercise of 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.
19. 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**.
20. The **COUNTY** has consulted with the **SHERIFF** as required by 316.006(3)(b)(2), Florida Statutes. See acknowledgment of consultation, a copy of which is attached hereto and incorporated herein as **Exhibit C**.
21. 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.
22. 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**.
23. This **AGREEMENT** shall be construed by and governed by the laws of the State of Florida.
24. 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.
25. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the **COMMUNITY**: (i) provides a service; and (ii) acts on behalf of the **COUNTY** as provided under Section 119.011(2), Florida Statutes, 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, Florida Statutes 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, Florida Statutes, 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.

26. The COMMUNITY shall, at its sole expense, maintain in full force and effect at all times during the life of this AGREEMENT, commercial general liability insurance with limits of at least \$1 million per occurrence, and include COUNTY and SHERIFF as Additional Insureds on such policy. 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 coverage. 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.
27. 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.
28. 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 25 day of June, 2020.

(COMMUNITY'S Seal)

ATTEST:

COMMUNITY:
Bristol Lakes Homeowners Association, Inc,
a Florida Not for Profit
[corporation/not for profit
corporation] licensed to do business in
Florida

BY: [Signature]
(Signature of other corporate officer)
Edward T Fennell, Jr. Secretary
(Print Name and Title)

BY: [Signature]
(Signature of President or Vice President)
Gary Nordmark, President
(Print Name and Title)

COUNTY

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Motasem Al-Turk
Director, Traffic Div.

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

(COUNTY Seal)

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

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

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: YBH /s/ Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

Daniel J. Moss, P.E.

7481 Prescott Lane
Lake Worth, Florida 33467
(561) 662-0819

June 30, 2019

Bristol Lakes Homeowners Association, Inc.
c/o Campbell Property Management
3918 Via Poinciana Drive, Suite 9
Lake Worth FL 33467

Re: Bristol Lakes – Traffic Control Study

Dear Ms. MaryAnn Cyr:

As requested, a traffic control study was performed on June 5, 2019, for the Bristol Lakes community, a gated residential subdivision located in unincorporated Palm Beach County, Florida. The purpose of this study was to assess traffic control devices along the roadways within the community, and to identify and recommend possible improvements, if necessary, so that traffic enforcement by the Palm Beach County Sheriff's Department may be procured. The results of this study are described herein.

PROJECT DESCRIPTION

Bristol Lakes is located along the south side of Gateway Boulevard west of Jog Road in unincorporated Palm Beach County, Florida. Bristol Lakes is a gated community with single-family residences, two (2) lake features, and four (4) roadways. The studied roadways include:

- Brunswick Circle
- Georgetown Lane
- Liverpool Court
- Livingston Way

All roadways within the community exist as 18- to 20-foot wide, two-lane, undivided facilities, with the exception of the entrance to the subdivision.

REFERENCE STANDARD

An inventory of traffic control devices, and a general assessment regarding the operating conditions of the roadway facilities within the community was performed in consideration of the criteria set forth in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition, published by the United States Department of Transportation Federal Highway Administration, December 2009.

As defined in the MUTCD, traffic control devices are all signs, signals, markings, and other devices used to regulate, warn, or guide traffic, placed on, over, or adjacent to a street, highway, pedestrian facility, bikeway, or private road. There are five (5) principles of traffic control devices that must be considered in order for a device to be effective. All traffic control devices should: (a) fulfill a need; (b) command attention; (c) convey a clear, simple meaning; (d) command respect from road users; and (e) give adequate time for proper response. Design, placement, operation, maintenance, and uniformity should be considered to maximize the ability of traffic control devices to meet these five (5) principles.

SIGNS

Sixteen (16) roadside signs in the community were identified and assessed for conformance with MUTCD standards. These standards include sign shapes, colors, retroreflectivity (R-REF), dimensions, mounting heights, lateral street offsets, and other applicable criteria. Other site signage was observed and documented, although not part of this study. A complete tabulation of the signs cataloged and an assessment of compliance criteria is provided in *Table 1*. The locations of all signs documented are shown in *Figure 1.1* through *Figure 1.5*.

Table 1 – Sign Compliance

Sign #	Type	Mounting Height	Lateral Offset	Dimensions	R-REF	Post Size	Post Type	Notes
1	INFORMATIONAL (3) Right-Of-Way / Easement	N/A	N/A	18" H x 12" W	GOOD	3"	U-Channel	
2	INFORMATIONAL (2) Right-Of-Way / Easement	N/A	N/A	N/A	GOOD	3"	U-Channel	
3	INFORMATIONAL (2) Residents / Visitors	N/A	N/A	18" H x 12" W	GOOD	3"	Post	
4	INFORMATIONAL (3) Residents / Soliciting / Children	N/A	N/A	18" H x 12" W	GOOD	3"	Post	
5	INFORMATIONAL (2) PBC Irrigation / No Trespass	N/A	N/A	24" H x 12" W 24" H x 18" W	FAIR	3"	Post	
6	REGULATORY "SPEED LIMIT" (R2-1)	7' - 5"	3' - 0"	24" H x 18" W	GOOD	3"	Post	
7	REGULATORY "SPEED LIMIT" (R2-1)	7' - 4"	3' - 2"	24" H x 18" W	GOOD	3"	Post	
8	REGULATORY "SPEED LIMIT" (R2-1)	7' - 5"	3' - 2"	24" H x 18" W	GOOD	3"	Post	
9	REGULATORY "STOP" (R1-1)	7' - 0"	4' - 4"	30" H x 30" W	GOOD	3"	Post	
10	REGULATORY "STOP" (R1-1)	6' - 11"	4' - 4"	30" H x 30" W	GOOD	3"	Post	
11	REGULATORY "STOP" (R1-1)	7' - 0"	3' - 2"	30" H x 30" W	GOOD	3"	Post	
12	REGULATORY "STOP" (R1-1)	6' - 11"	4' - 1"	30" H x 30" W	GOOD	3"	Post	
13	REGULATORY "STOP" (R1-1)	7' - 0"	3' - 10"	30" H x 30" W	GOOD	3"	Post	
14	REGULATORY "STOP" (R1-1)	6' - 11"	3' - 11"	30" H x 30" W	GOOD	3"	Post	
15	REGULATORY "STOP" (R1-1)	6' - 11"	3' - 8"	30" H x 30" W	GOOD	3"	Post	
16	REGULATORY "STOP" (R1-1)	7' - 0"	3' - 11"	30" H x 30" W	GOOD	3"	Post	

Blue Highlight – Meets MUTCD Criteria
 Yellow Highlight – Does Not Meet MUTCD Criteria
 Grey Highlight – Sign is Not Regulatory or Warning and is For Informational Purposes

Where one (1) or more sign is not in compliance with MUTCD criteria, the specific criteria are identified below with the deficiencies of each sign listed. Criteria that have been generally satisfied by all cataloged signs are not listed, and the signs considered in compliance.

- Sign mounting height, as defined in Section 2A.18 of the MUTCD, measured vertically from the bottom of the sign to the elevation of the near edge of the traveled way, in residential areas where pedestrian movements are likely to occur, shall be a minimum of 7 feet. Regulatory signs #10, #12, #14, and #15 are one (1) inch less than the minimum. However, this can be considered an acceptable variance of the MUTCD criteria. Informational signs are not required to meet this criteria.
- Sizes of regulatory and warning signs are specified in Table 2B-1 and Table 2C-2 of the MUTCD. All regulatory and warning signs meet or exceed the minimum dimensions as set forth in the table.
- Retroreflectivity, as specified in Section 2A.08 of the MUTCD, should be maintained above the minimum standards established. All signs meet the retroreflectivity criteria and are, therefore, in compliance. Signs noted with a "FAIR" designation in *Table 1* require cleaning to maintain proper retroreflectivity.
- Two (2) of the road termini within the community do not currently have object markers and posts. In accordance with the MUTCD, object markers should be used to indicate the end of a roadway.

Representative photographs and descriptions of all signs identified within the Bristol Lakes community are included in the *Appendix* of this report.

Figure 1.1 – Locations of Traffic Control Devices: Overall Map



● Blue Raised Pavement Marker (RPM) denoting location of Fire Hydrant alongside roadway

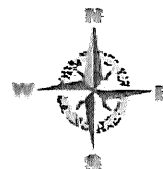


Figure 1.2 – Locations of Traffic Control Devices: Community North Area – Entrance

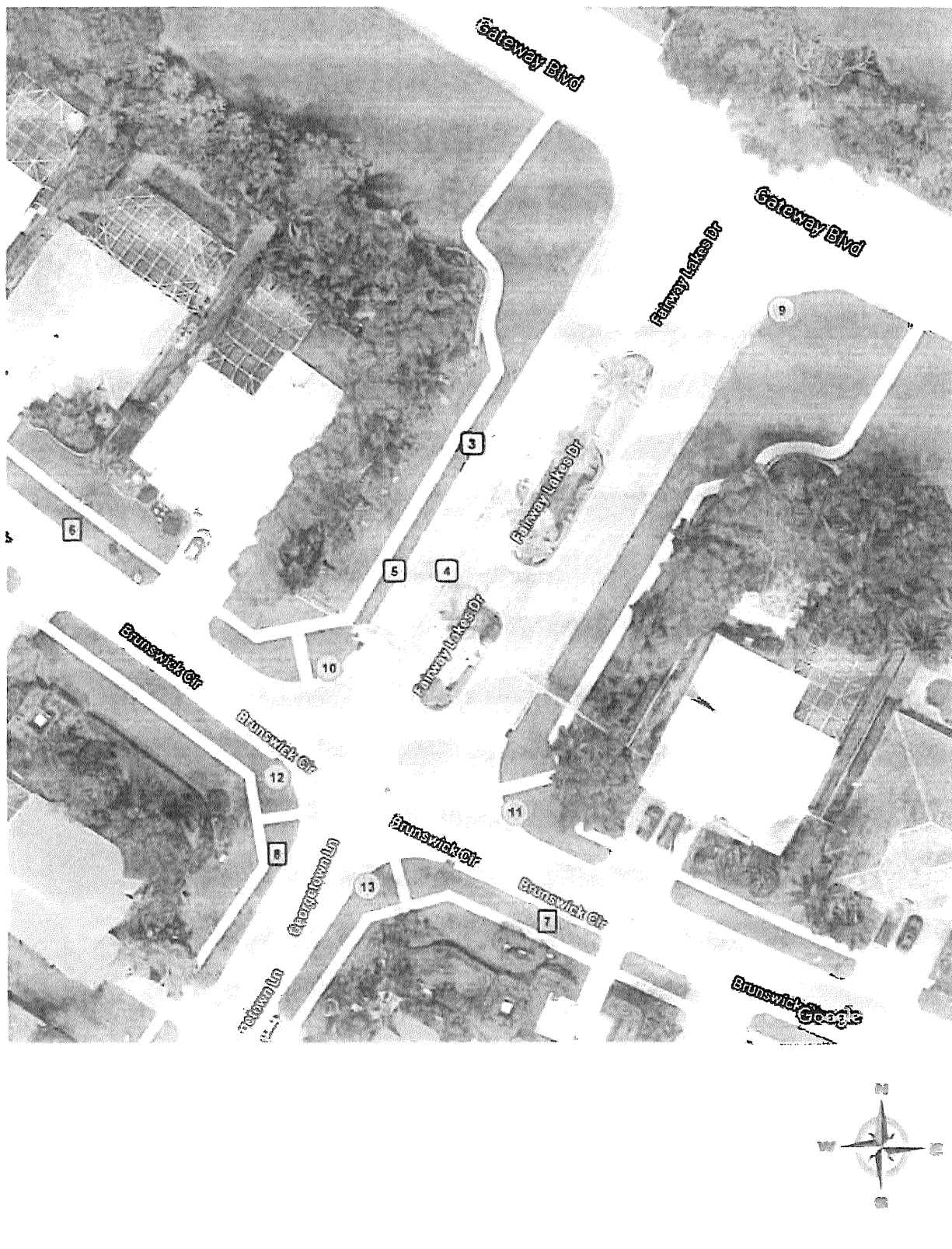


Figure 1.3 – Locations of Traffic Control Devices: Community West Area – Cul de Sac

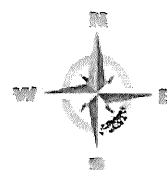
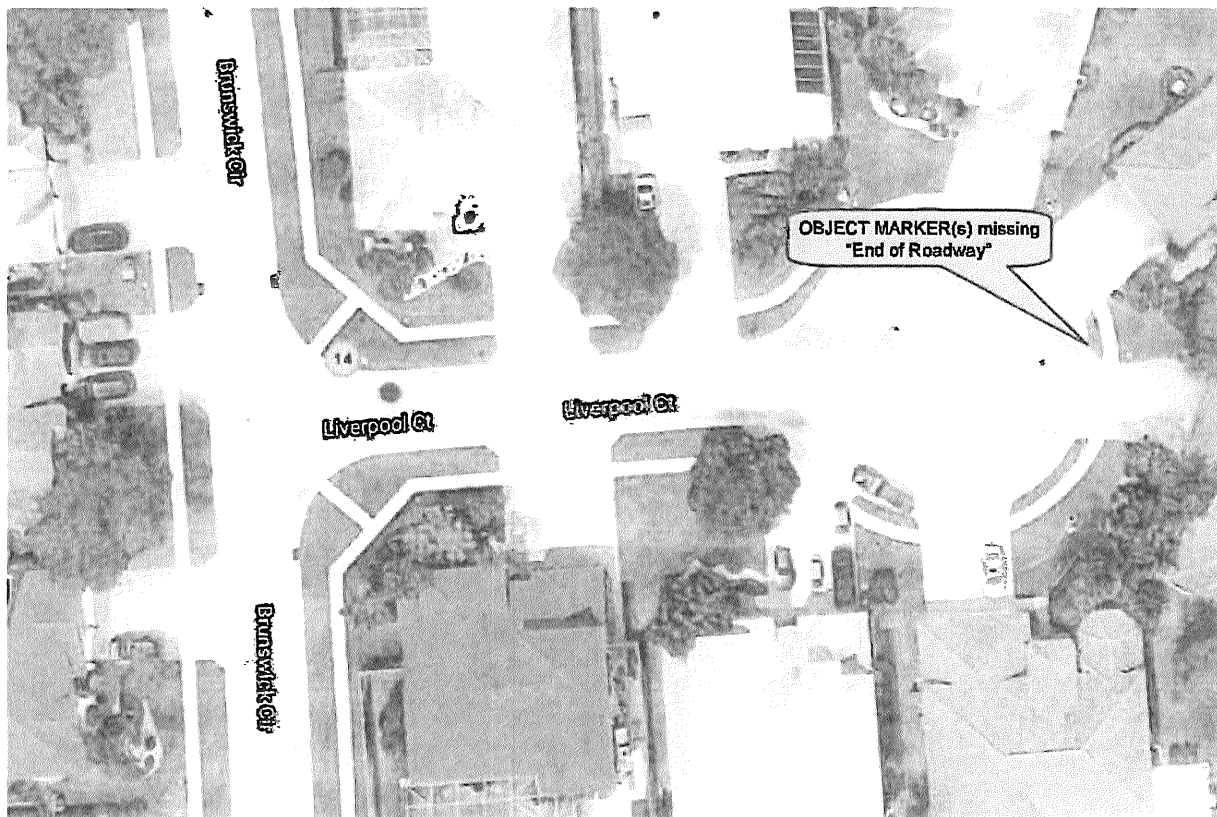


Figure 1.4 – Locations of Traffic Control Devices: Community South Area – Intersection

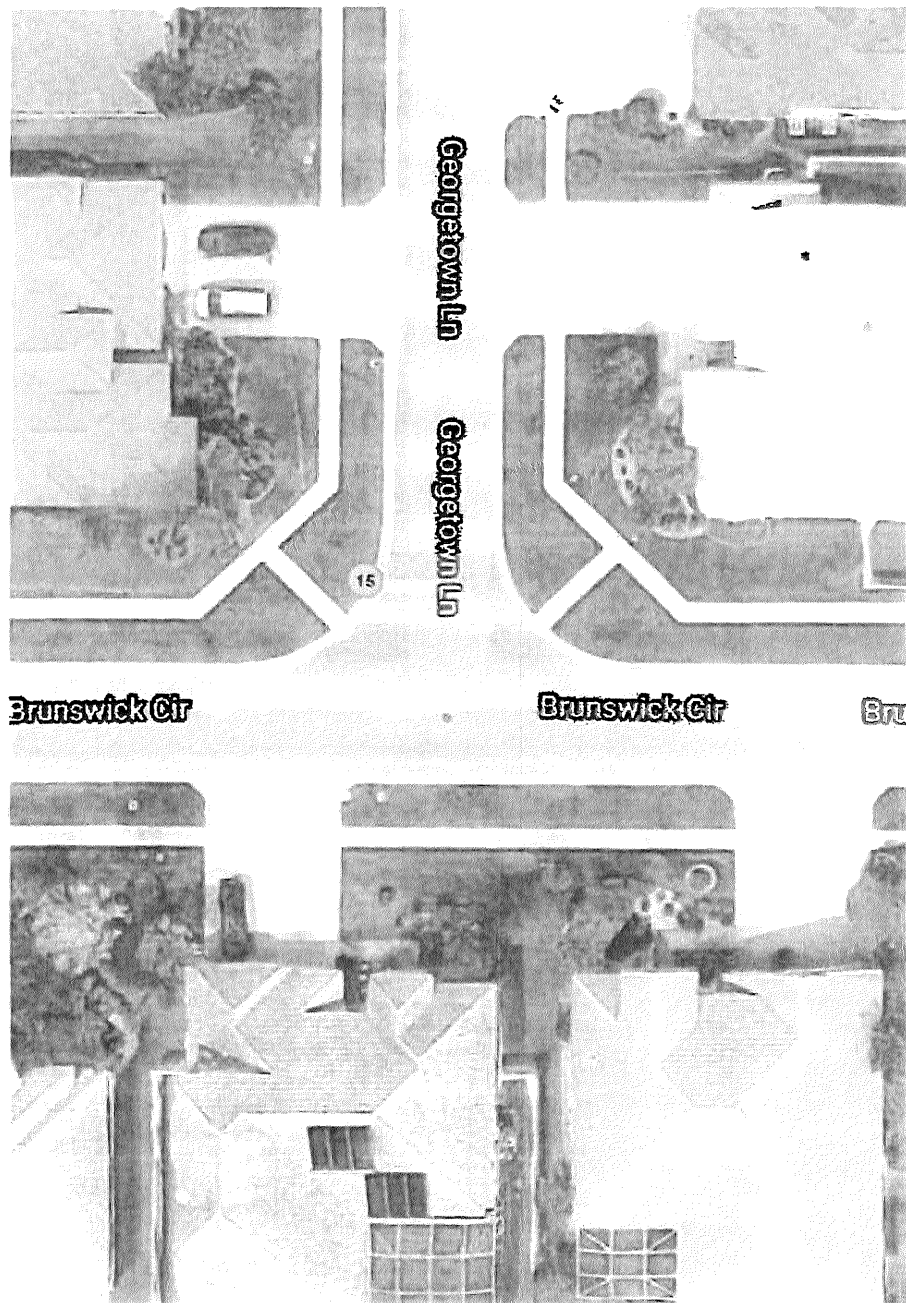
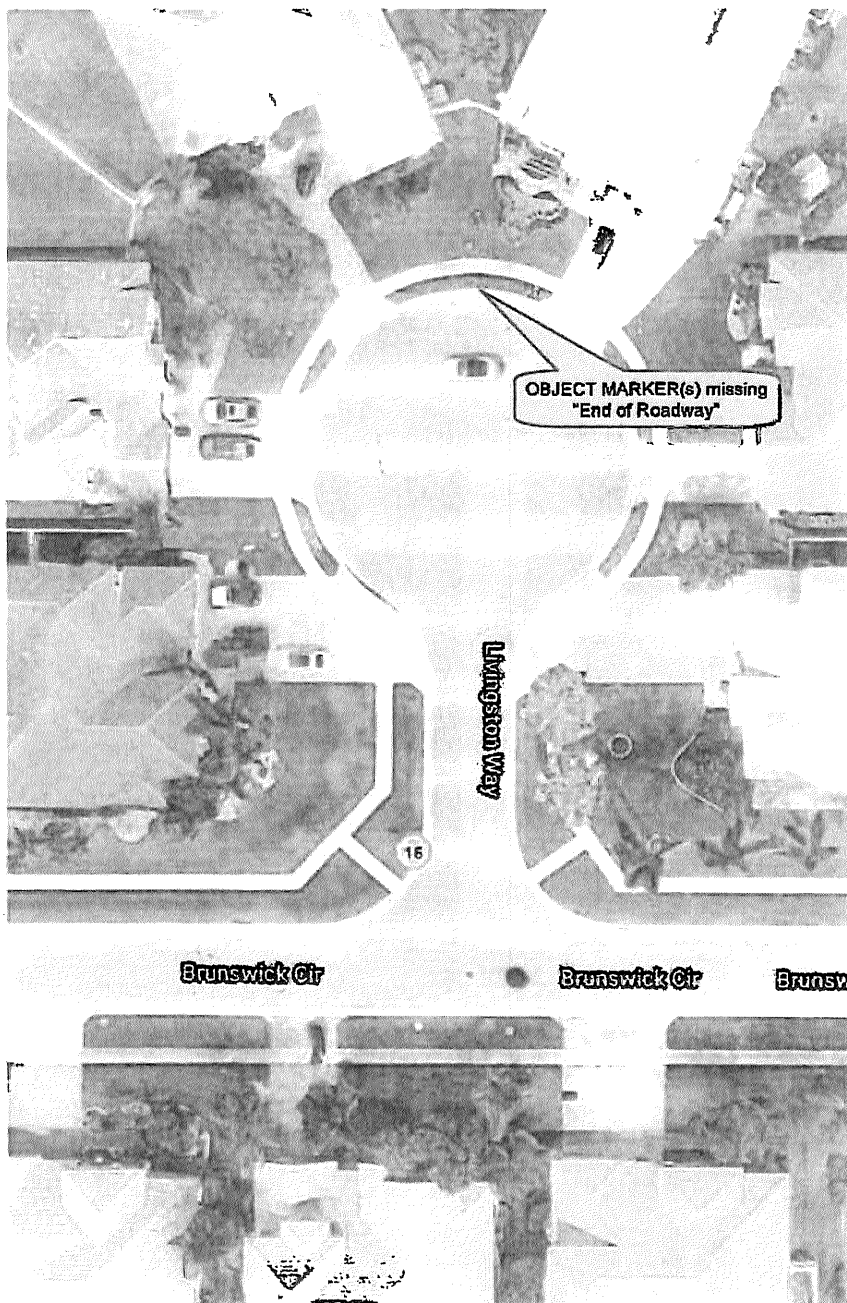


Figure 1.5 – Locations of Traffic Control Devices: Community South Area – Cul de Sac



MARKINGS

Markings on roads provide guidance and information for the road user and can be used to supplement other traffic control devices, such as signs, or used alone to convey regulations, guidance or warnings.

As part of the traffic study, markings were assessed with consideration of the MUTCD requirements, including retroreflectivity, color, widths, patterns, location, and other applicable criteria. Markings within the Bristol Lakes community were primarily located at the entrance to the subdivision. Other markings observed included stop bars at all stops signs cataloged and raised pavement markers (RPMs) indicating fire hydrants along the roadways.

Double-yellow, centerline leaders at the stop bars and associated RMPs were not currently in place.

Pavement markings observed appeared to be in compliance with the size and location criteria set forth in the MUTCD. However, the striping is faded and in fair/poor condition in most areas and should be re-striped in accordance with the MUTCD.

Raised pavement markers throughout the residential areas of the Bristol Lakes community are in poor/fair condition with a few missing or not installed. Although not required, if used these markers should be uniform and installed in accordance with the MUTCD. RPMs at the entrance divider are installed in inappropriate locations (i.e. curbs). Improperly placed markers should be removed, and new, uniform markers installed in accordance with the MUTCD.

Representative photographs and descriptions of markings identified within the Bristol Lakes community are included in the *Appendix* of this report.

CONCLUSION

Upon completion of the traffic control study, including the field investigation and the subsequent assessment of the existing conditions to the applicable MUTCD standards, deficiencies were identified that require correction for compliance. Other deficiencies are recommended for correction, but not required.

Mandatory for Compliance

No actions required.

Recommended for Correction

- A. **Re-Install Regulatory Signs #10, #12, #14, and #15:** these signs do not meet the minimum required mounting height of 7 feet, and should meet all other MUTCD criteria.
- B. **Install End of Roadway Object Markers:** object markers should be installed at the termini of Liverpool Court and Livingston Way with *Type 4* markers as identified in the Section 2C.66 of the MUTCD.
- C. **Re-Stripe all Areas:** striping and raised markers in the entire community are no longer effective and/or not in compliance with the MUTCD. This includes double-yellow dividers at all stop bars with compliant RPMs.

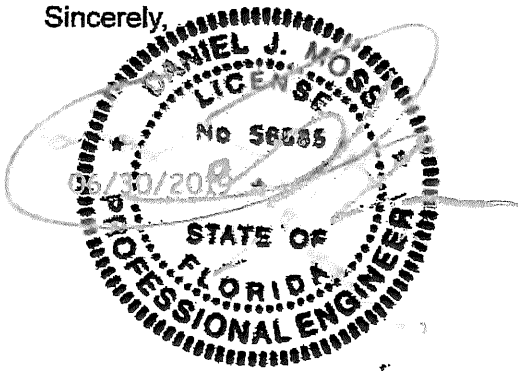
Any other recommendations provided in this report are suggested improvements only, and do not affect the criteria used to evaluate the Bristol Lakes community for procurement of traffic enforcement by the Palm Beach County Sheriff's Department.

All conditions observed, documented, and reported in this traffic control study are the results of the investigation conducted on the date indicated and are only representative of the conditions existing at the time of the traffic survey.

Please consider this traffic control study report a confirmation of compliance with the MUTCD, which should be submitted to Palm Beach County.

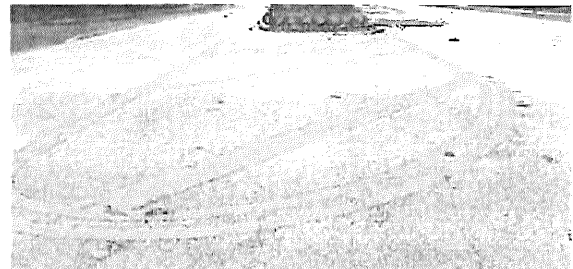
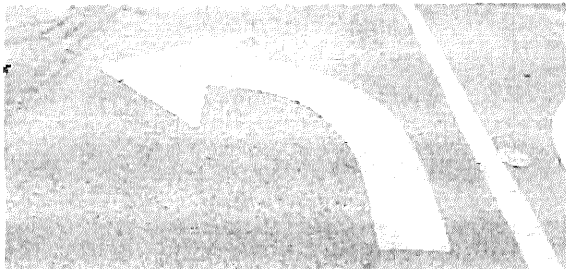
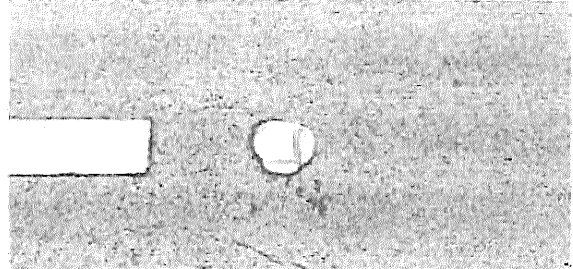
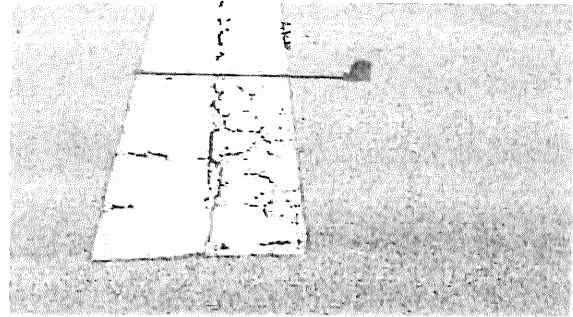
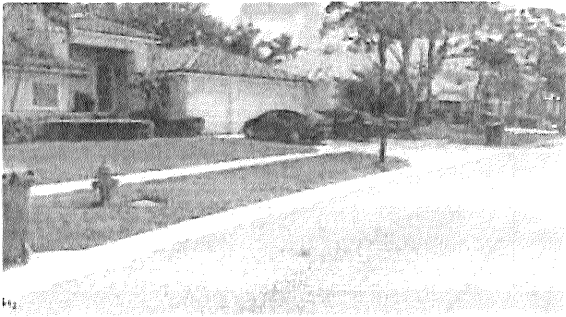
If you have any questions or concerns relative to this traffic control study, please feel free to call me at (561) 662-0819.

Sincerely,



Daniel J. Moss, P.E.
FL PE #56885

APPENDIX – REPRESENTATIVE PHOTOGRAPHS





INFORMATIONAL: Sign #1



INFORMATIONAL: Sign #2



INFORMATIONAL: Sign #3



INFORMATIONAL: Sign #4



INFORMATIONAL: Sign #5



REGULATORY "R2-1:" Sign #6
In compliance with MUTCD



REGULATORY "R2-1:" Sign #7
In compliance with MUTCD



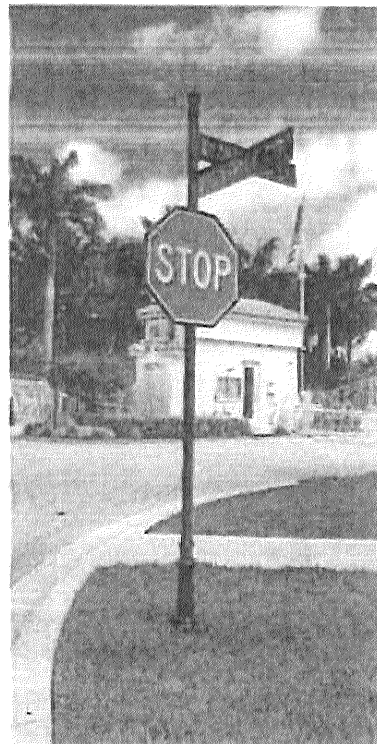
REGULATORY "R2-1:" Sign #8
In compliance with MUTCD



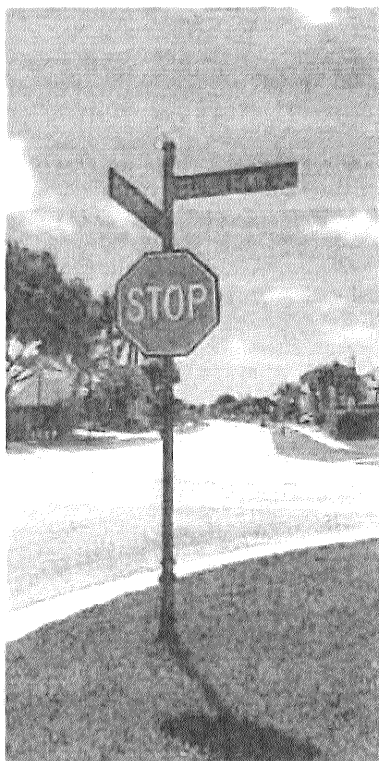
REGULATORY "R1-1:" Sign #9
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #10
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #11
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #12
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #13
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #14
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #15
NOT in compliance with MUTCD



REGULATORY "R1-1:" Sign #16
NOT in compliance with MUTCD

Daniel J. Moss, P.E.

7481 Prescott Lane
Lake Worth, Florida 33467
(561) 662-0819

November 21, 2019

Bristol Lakes Homeowners Association, Inc.
c/o Campbell Property Management
3918 Via Poinciana Drive - Suite 9
Lake Worth FL 33467

**Re: Bristol Lakes – Traffic Control Study
Follow-Up Site Visit and Letter of Compliance**

Dear Directors:

On June 5, 2019, a traffic control study was performed at the Bristol Lakes community, a gated residential subdivision located in unincorporated Palm Beach County, Florida. The purpose of this study was to assess traffic control devices along the roadways within the community, and to identify and recommend possible improvements, if necessary, so that traffic enforcement by the Palm Beach County Sheriff's Department may be procured. The results of this study were submitted on June 30, 2019.

Upon completion of the traffic control study, including the field investigation and the subsequent assessment of the existing conditions to the applicable MUTCD standards, Regulatory "Speed Limit" (R2-1) signs (15 MPH at the time of the inspection) were identified as below the minimum enforceable speed limit, as prescribed.

Upon receipt of notification from the Bristol Lakes Association that the speed limit signs were replaced, a final site visit was scheduled and conducted on November 14, 2019. The new speed limit signs (currently 20 MPH) were now in compliance. The new mounting height was measured at 7' - 6" for each sign and is hereby appended to Table 1 (page 2 of 14, # 6, 7, and 8) in the original Traffic Control Study.

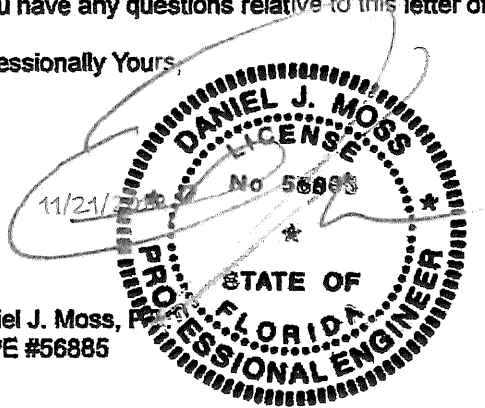
This letter serves to notify you that the Bristol Lakes community is in full compliance with all required corrections, and currently meets the applicable federal, state and local standards for traffic control features, including those set forth in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition, published by the United States Department of Transportation Federal Highway Administration, December 2009.

All conditions observed, documented, and reported in this letter of compliance are the results of the follow-up site visit conducted on the date indicated and are only representative of the conditions existing at the time of the inspection.

If you have any questions relative to this letter of compliance, please feel free to call me at (561) 662-0819.

Professionally Yours,

Daniel J. Moss, P.E.
FL PE #56885

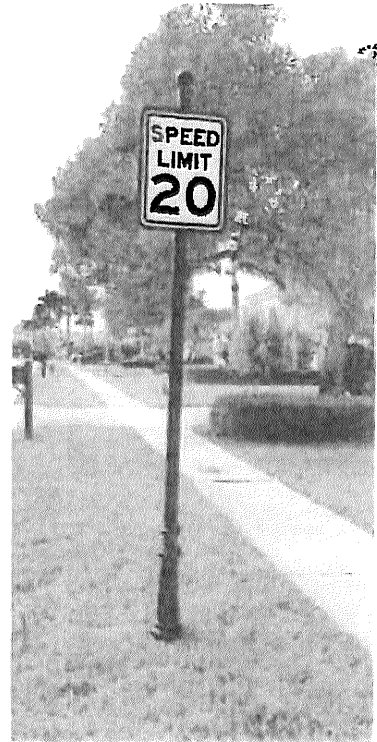




Regulatory (Speed Limit) Sign #6



Regulatory (Speed Limit) Sign #7



Regulatory (Speed Limit) Sign #8



Daniel J. Moss, P.E.

February 26, 2021

Bristol Lakes Homeowners Association, Inc.
c/o Campbell Property Management
3918 Via Poinciana Drive - Suite 9
Lake Worth FL 33467**Re: Bristol Lakes – Traffic Control Study
Supplemental Site Visit and Letter of Compliance**

Dear Directors:

On June 5, 2019, a traffic control study was performed at the Bristol Lakes community, a gated residential subdivision located in unincorporated Palm Beach County, Florida. The purpose of this study was to assess traffic control devices along the roadways within the community, and to identify and recommend possible improvements, if necessary, so that traffic enforcement by the Palm Beach County Sheriff's Department may be procured. The results of this study were submitted on June 30, 2019.

Based on recommendations provided, several speed limit signs were adjusted to be in compliance with the height requirements of the MUTCD, as prescribed. A follow-up inspection was performed at the property on November 21, 2019. This visit verified the adjustments and certified the property as being in full compliance.

However, a letter from Palm Beach County Department of Engineering and Public Works on October 16, 2020, requested clarification of certain elements of the follow-up letter of compliance.

As to the original recommendation A, a second follow-up inspection was performed on January 26, 2021, and verified that all regulatory signs were in compliance, meeting the minimum mounting height of 7 feet.

As to the original recommendation B, these markers are NOT required and have not been installed. This recommendation was not intended as a mandatory compliance activity.

As to the original recommendation C, a second follow-up inspection was performed on January 26, 2021, and verified that striping and raised markers had all been replaced and were in compliance.

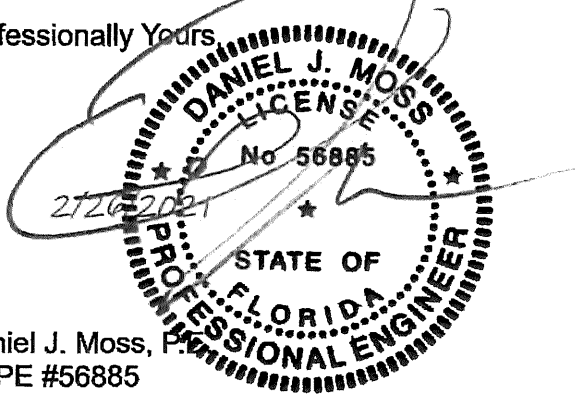
As to the note regarding Informational Sign #4 with the "Children At Play" sign attached thereto, a second follow-up inspection was performed on January 26, 2021, and verified that this sign had been removed, as requested.

This supplemental letter serves to notify you that the Bristol Lakes community is confirmed to be in full compliance with all required corrections, and currently meets the applicable federal, state and local standards for traffic control features, including those set forth in the *Manual on Uniform Traffic Control Devices (MUTCD)*, 2009 Edition, published by the United States Department of Transportation Federal Highway Administration, December 2009.

All conditions observed, documented, and reported in this letter of compliance are the results of the follow-up site visit conducted on the date indicated, the second supplemental site visit conducted on the date indicated, and are only representative of the conditions existing at the time of the inspections.

If you have any additional questions, please feel free to call me at (561) 662-0819.

Professionally Yours



Daniel J. Moss, P.E.
FL PE #56885



Informational Sign #4



Updated striping and RPM placement (above and below)



AFFIDAVIT

I, GARY NORDMAEK of BRISTOL LAKES HOMEOWNER ASSOCIATION, INC (COMMUNITY), hereby 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 BRISTOL LAKES (DEVELOPMENT).

Per the Agreement for Enforcement of the Traffic Laws of the State's requirements, Exhibit A has been provided by a registered professional engineer who performed a traffic survey within the DEVELOPMENT; Exhibit A certifies that the roadways within the DEVELOPMENT meet all applicable standards as outlined in the *Manual on Uniform Traffic Control Devices*. The COMMUNITY understands that it has met the requirements of the Palm Beach County Sheriff's Department (SHERIFF) by having this traffic survey completed, and submits this information for your records.

The COMMUNITY respectfully requests the SHERIFF to commence enforcement of the traffic laws of the state within its DEVELOPMENT as soon as possible.

BRISTOL LAKES HOMEOWNER ASSOCIATION, INC
Community Name

Gary Nordmaek Gary Nordmaek
Signature Print Name

7/28/20
Date

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28th day of July, 2020, by Gary Nordmaek (name of person) as President (title of officer/member/partner) for Bristol Lakes Homeowners Assoc Inc Not-for-profit (name of corporation/company/partnership), on behalf of the (choose one) Not-for-profit corporation/company/partnership, who is personally known to me or has produced FL Driver License (identification) as identification.

#N635-297-51-111-0

[Signature]

Signature of Notary Public - State of Florida

Mary K Brodbeck

Print, (typ) or Stamp Commissioned Name of Notary Public



PBSO ACKNOWLEDGMENT OF CONSULTATION

I, Ric L. Bradshaw, Sheriff of Palm Beach County, Florida, hereby acknowledge that Palm Beach County (COUNTY) has consulted with a designee of the Palm Beach County Sheriff's Office (SHERIFF) regarding the Agreement for Enforcement of the Traffic Laws of the State (AGREEMENT) over the private road or roads that are owned or controlled by Bristol Lakes Homeowners Association, Inc. (COMMUNITY), as required by 316.006(3)(b)(2), Florida Statutes. Further, the SHERIFF 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: 8/14/20
By: [Signature]
Print Name: Ric Bradshaw
Title: Sheriff