

Lee County Board of County Commissioners
Agenda Item Summary

Blue Sheet No. 20040195

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize execution and recording of an Agreement between Stoneybrook, a Golf Course Community of Fort Myers, Inc. ("Stoneybrook"), the Lee County Sheriff and the County for the County's exercising of County jurisdiction over certain roads within Stoneybrook for traffic control purposes.

WHY ACTION IS NECESSARY: Agreements involving the County's exercise of jurisdictional control over roadways must be approved and executed by the Board of County Commissioners pursuant to Florida Statute.

WHAT ACTION ACCOMPLISHES: Memorializes a three-party Agreement for the County's exercise of jurisdictional control over certain private roads for traffic control purposes by the Sheriff.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C12A

3. MEETING DATE:

04-06-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 316.006 F.S.
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION General Services
- BY: Scott S. Covert
Scott S. Covert
Assistant County Attorney

7. BACKGROUND:

The County was approached by representatives of Stoneybrook with respect to governmental control, and Sheriff's patrol, of certain private roads within Stoneybrook, pursuant to authority granted by Florida law. County representatives and Sheriff's representatives have examined the Stoneybrooks proposal, find that it is acceptable, and have embodied same in a three-party Interlocal Agreement, which is attached for Board of County Commissioners' consideration.

Final Agreement has been reached by and among Stoneybrook, the Sheriff and County staff with respect to terms and conditions for the County to exercise its jurisdiction over certain private roads within Stoneybrook for the Sheriff to patrol same pursuant to Section 316.006(3)(b), Florida Statutes.

(CONTINUED on PAGE 2)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<u>3/24/04</u> <i>[Signature]</i>	N/A	N/A	N/A	<u>5. Covert</u> <u>3/24/04</u>	OA <u>3/24/04</u>	OM <u>3/25/04</u>	RISK <u>3/24/04</u>	GC <u>3/25/04</u>	<u>J. [Signature]</u> <u>3/24/04</u>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty
Date: 3/24/04
Time: 4:00 pm
Forwarded To: Admin.
3/24/04 405

RECEIVED BY
COUNTY ADMIN: [Signature]
03/24/04
4:00 pm SLT
COUNTY ADMIN
FORWARDED TO: PP
3/25/04
[Signature]

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Subject: Stoneybrook, a Golf Course Community of Fort Myers, Inc

7. BACKGROUND:

(Continued from Page 1)

The agreed upon conditions within the Interlocal Agreement satisfy all statutory requirements.

There is no cost to the County under the Interlocal Agreement terms.

Also, the County will be named as an additional insured on all liability insurance policies relating to the Association's ownership, construction and operations and repairs to its roads.

The Interlocal Agreement contemplates normal Sheriff's patrol of the Association's streets with provisions for any additional services requested by Stoneybrook to be contracted for by separate Agreement(s).

Administrative and legal staff recommend entering into the Interlocal Agreement with the Stoneybrook and the Sheriff for the Sheriff's traffic patrol of the designated roads within Stoneybrook.

ATTACHMENT:

Five (5) original Agreements Approving and Providing for County Traffic Control Jurisdiction Over Certain Roads Within Stoneybrook of Estero.

**AGREEMENT APPROVING AND
PROVIDING FOR COUNTY TRAFFIC CONTROL JURISDICTION
OVER CERTAIN ROADS WITHIN STONEYBROOK OF ESTERO**

This Agreement is made and entered this ____ th day of _____, 2004. by and among, **STONEYBROOK, A GOLF COURSE COMMUNITY OF FORT MYERS, INC.**, (hereinafter referred to as "Stoneybrook Estero") with a mailing address of: c/o S&S Golf Management, Inc., 11691 Gateway Blvd., Suite #203 Fort Myers, FL 33913, the **LEE COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "Sheriff"), with a mailing address of: 14750 Six Mile Cypress Parkway SE, Fort Myers, Florida 33912-4406, and **LEE COUNTY**, by and through the Board of County Commissioners (hereinafter referred to as "County"), collectively, "The Parties" hereto.

WITNESSETH

WHEREAS, all streets and roads within Stoneybrook Estero are private roads, neither owned nor maintained by Lee County; and

WHEREAS, Stoneybrook Estero has requested that the Lee County Sheriff's Office patrol the following private roadways and exercise jurisdiction in the enforcement of state and county traffic laws over said private roadways listed on Exhibit "A" attached hereto and incorporated herein; and,

WHEREAS, the roads described in Exhibit "A" have been dedicated to Stoneybrook Estero and are currently operated and controlled by Stoneybrook Estero; and

WHEREAS, Section, 316.006(3)(b), Florida Statutes, authorizes a county to exercise jurisdiction over any private road or roads located within the unincorporated area within its boundaries if the county and the party or parties owning and controlling such road or roads provide by written agreement for county traffic control jurisdiction over the road or roads encompassed by such agreement; and

WHEREAS, the Lee County Sheriff's Office, confirms that there is an enforcement need and has agreed to provide traffic control enforcement upon the roadways listed in Exhibit "A"; and

WHEREAS, Lee County, through the Lee County Transportation and Engineering Department, reviewed this issue and recommends approval subject to compliance with the attached Subdivision Sign Maintenance Plan, set forth in Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, the Board of Commissioners has reviewed this Agreement and determines that it is in the interest of the public's health, safety, and welfare to enter into this Agreement pursuant to Section 316.006(3)(b), Florida Statutes.

NOW THEREFORE, in consideration of the premises and the terms and conditions provided herein, the Parties agree as follows:

1. The recitals and Exhibits stated in reference herein above are hereby restated and are made a part of this Agreement.
2. Lee County, through its Board of County Commissioners, does hereby determine and hereby exercises its jurisdiction over the private roads listed on Exhibit "A", attached hereto and incorporated herein pursuant to this Agreement which is pursuant to Section 316.006(3)(b), Florida Statutes. Pursuant to Section 316.006(3)(b)(2), Florida Statutes, the Sheriff hereby expressly waives the statutory requirement concerning the effective date of this Agreement relating to the beginning of the next County Fiscal Year, and agrees that the effective date of this Agreement is as provided herein.
3. The Sheriff shall as of the date April 1, 2004, and thereafter, include as a part of its normal duties patrol and enforcement of all county and state traffic control regulations and laws on and over the roads described in Exhibit "A", within.
4. The parties recognize that the roads in Exhibit "A" within Stoneybrook Estero are not public roads and are neither County owned nor County maintained, and the responsibilities for construction, maintenance and repair, including frontage along the roadside do not legally exist with, and are not hereby contractually imposed upon Lee County or the Sheriff. Sign maintenance repair and adequacy along the roads is the sole responsibility of Stoneybrook Estero or its designee. A maintenance program shall be implemented by the Association as set forth in Exhibit "B", attached hereto and incorporated herein.
5. Lee County and the Sheriff, shall be included as "an additional insured" on all the liability insurance policies of the Association which relate to ownership, construction, maintenance or repair of the Association's road and appurtenances.
6. The Parties agree and understand that this Agreement is being made for the Sheriff to provide normal duties, patrol and enforcement at the same level of service provided to other residential subdivisions with public roads. The Parties hereby agree that for any additional or special services requested by the Association, that the Association shall enter into separate agreements for such services and any charge for the special services will be on a case by case basis depending upon the time, manner and number of deputies required to perform the additional service(s).
7. This Agreement may only be modified through a written document executed with the same formality as this Agreement. However, this Agreement may be terminated by the County for its convenience, by adoption of Resolution at a regular meeting providing for such termination.

IN WITNESS WHEREOF the Parties have executed this Agreement, the Board of County Commissioners approved this Agreement of the _____ day of _____, 2004, and the Sheriff approved this Agreement on the _____ day of _____, 2004.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Office of the Lee County Attorney

WITNESSES:

LEE COUNTY SHERIFF'S OFFICE

Raymond L. Jambolber
Witness

BY: Rocky May

Susan Hartman
Witness

WITNESSES:

STONEBROOK, A GOLF COURSE
COMMUNITY OF FORT MEYERS, INC.

Michael C. Maly
Witness

BY: James Boesch
James Boesch, President

Richard A. Colton
Witness

EXHIBIT "A"

Roads within Stoneybrook Estero:

Aron Court
Austin Keane Court
Belhaven Way
Berwhich Run
Braxfield Loop
Brixham Run Loop
Chaplis Lane
Helmsdale Run
Knighton Run
Lancaster Run
Langholm Run
Pembroke Run
Portrush Run
Sheridan Run
Stratham Loop
Stoneybrook Golf Boulevard
Stoneybrook Golf Drive
Waymouth Run
Windham Run
Woodmount Lane
Worcester Run

EXHIBIT "B"

All sign repairs, maintenance and installation will be by the Association. Signs will be maintained by the Association in compliance with the Manual of Traffic Control Devices (MACTD) and applicable Florida Statutes, to include but not limited to:

1. Warning signs shall have black lettering on yellow background.
2. All traffic signs shall be installed at least 5' in height as measured from the bottom of the sign to the level portion of the roadway.