

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20050002

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and authorize execution and recording of an Agreement between Kelly Greens Master Association, Inc. d/b/a Kelly Greens Golf & Country Club ("Kelly Greens"), the Lee County Sheriff and the County for the County's exercising of County jurisdiction over certain roads within Kelly Greens 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:

01-18-2005

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 the Kelly Greens with respect to governmental control, and Sheriff's patrol, of certain private roads within Kelly Greens, pursuant to authority granted by Florida law. County representatives and Sheriff's representatives have examined the Kelly Greens 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 Kelly Greens, the Sheriff and County staff with respect to terms and conditions for the County to exercise its jurisdiction over certain private roads within Kelly Greens 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
<i>11-4/05</i> <i>[Signature]</i>	N/A	N/A	N/A	<i>S. Covert</i> <i>11/3/05</i>	OA <i>11/15/05</i>	OM <i>11/15/05</i>	RISK <i>11/15/05</i>	GC <i>11/15/05</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
<i>1/15/05</i>
2:15 PM 2005
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
<i>1/16/05</i>
<i>SPM</i>

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Subject: Kelly Greens Golf and County Club

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 Kelly Greens to be contracted for by separate Agreement(s).

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

ATTACHMENT:

Three (3) original Agreements Approving and Providing for County Traffic Control Jurisdiction Over Certain Roads Within Kelly Greens Golf & Country Club

This Instrument Prepared By:
Lee County Attorney's Office
2115 Second Street
Fort Myers, Florida 33901

THIS SPACE RESERVED FOR RECORDING

**AGREEMENT APPROVING AND PROVIDING FOR COUNTY
TRAFFIC CONTROL JURISDICTION OVER CERTAIN ROADS
WITHIN KELLY GREENS GOLF & COUNTRY CLUB**

This Agreement is made and entered this ____ day of _____, 2004, by and among, **KELLY GREENS MASTER ASSOCIATION, INC. d/b/a KELLY GREENS GOLF & COUNTRY CLUB** (hereinafter referred to as "Association") with a mailing address of: c/o 12300 Kelly Greens Blvd., Fort Myers, Florida 33908, the **LEE COUNTY SHERIFF'S OFFICE** (hereinafter referred to as "Sheriff"), with a mailing address of: 14750 Six Mile Cypress Parkway, Fort Myers, Florida 33912, and **LEE COUNTY**, a political subdivision of the State of Florida, by and through the Board of County Commissioners (hereinafter referred to as "County"), collectively, "The Parties" hereto.

WITNESSETH

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

WHEREAS, the Association 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 the Association and are currently operated and controlled by the Association; 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 Manual on Uniform Traffic Control Devices (MUTCD), approved by the United States Department of Transportation, Federal Highway Administration and adopted by the State of Florida; and applicable Florida Statutes; 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 _____, 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 the Association.
4. The Parties recognize that the roads in Exhibit "A" within the Association 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. All sign installation, repairs, maintenance and adequacy along the roads is

the sole responsibility of the Association or its designee. All signs will be maintained by the Association in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and applicable Florida Statutes.

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 Board of County Commissioners has caused this document to be signed on the date and year first above written.

ATTEST: CHARLIE GREEN
CLERK OF COURTS

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

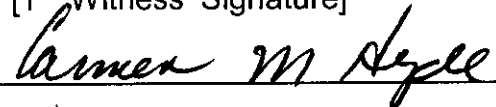
BY: _____
Chairman

APPROVED AS TO FORM:


Office of the Lee County Attorney

WITNESSES:



[1st Witness' Signature]

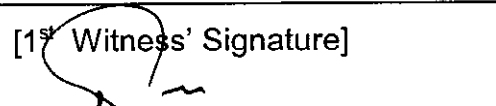

[2nd Witness' Signature]

LEE COUNTY SHERIFF'S OFFICE

BY: 
Lee County Sheriff

WITNESSES:


[1st Witness' Signature]


[2nd Witness' Signature]

Kelly Greens Golf & Country Club

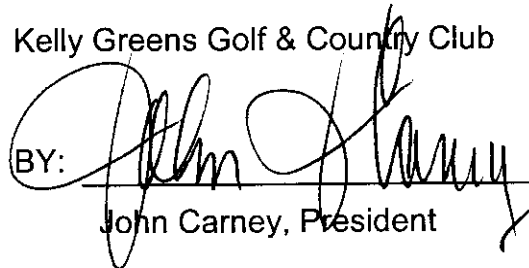
BY: 
John Carney, President

EXHIBIT "A"

Roads within Kelly Greens Golf & Country Club.:

- Kelly Greens Blvd.
- Kelly Cove Drive
- Kelly Sands Way
- Kelly Woods Drive
- Kelly Palm Drive
- Kelly Bay Court
- Kelly Pine Court