

RESOLUTION NO. 2017 - 128

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT WITH THE SOUTHAVEN COMMUNITY DEVELOPMENT DISTRICT AND THE ST. JOHNS COUNTY SHERIFF'S OFFICE FOR OPERATION OF GOLF CARTS AND FOR TRAFFIC CONTROL UPON ROADS OWNED AND MAINTAINED BY THE COMMUNITY DEVELOPMENT DISTRICT.**

**WHEREAS**, the Southaven Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), the St. Johns County Sheriff's Office ("Sheriff"), and St. Johns County, Florida, a political subdivision of the State of Florida ("County") desire to enter into a Traffic Enforcement Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1" to this resolution, for the operation of golf carts and for traffic control upon roads owned and maintained by the District; and

**WHEREAS**, the District owns fee simple title to all public roadways lying within the Southaven PUD subdivision (hereinafter "Private Roads"); and

**WHEREAS**, Florida Statute 316.006 provides for jurisdiction over any special Private Roads if the County and the District owning such roads provide for county traffic control jurisdiction by a written agreement approved by the County; and

**WHEREAS**, St. Johns County Ordinance 2010-48 states that Communities that own and maintain their own road system can be designated for golf cart usage if said community has entered into a Traffic Enforcement Agreement with the St. Johns County Sheriff's Office; and

**WHEREAS**, nothing herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads, which shall at all times be solely and exclusively the responsibility of the District; and

**WHEREAS**, nothing herein shall be interpreted as an offer or acceptance for conveyance of the Private Roads to the County; and

**WHEREAS**, all Parties agree to the terms of the attached Agreement;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to execute the Traffic Enforcement Agreement, in a form substantially similar to that attached and incorporated as Exhibit "1", on behalf of the County for the purposes mentioned above.

3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

4. This Resolution shall take effect immediately upon its being signed.

**PASSED AND ADOPTED** by the Board of Board of County Commissioners of St. Johns County, Florida this 18<sup>th</sup> day of April 2017.

ATTEST: Hunter S. Conrad, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

By: Pam Halterman  
Deputy Clerk

By: [Signature]  
James K. Johns, Chair

Rendition Date: 4/20/17

Effective Date: 4/20/17

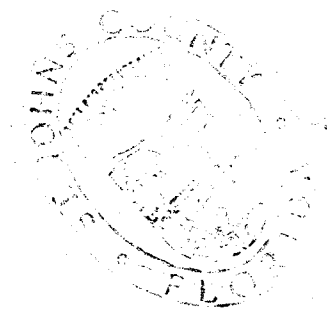


EXHIBIT 1

**AGREEMENT FOR TRAFFIC CONTROL  
ON PRIVATE ROADS**

This Agreement for Traffic Control on Private Roads located in the Southaven PUD ("Subdivision") is entered into by and between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, the St. Johns County Sheriff's Office ("Sheriff"), and the Southaven Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("District"), located in St. Johns County, Florida.

WITNESSETH:

WHEREAS, the District owns fee simple title to all the public roadways lying within Subdivision (hereinafter "Private Roads") more specifically described in Exhibit "A" which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, County does not have traffic control jurisdiction over Private Roads such as those owned by the District; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any special Private Roads if the County and the District owning such roads provide for county traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over the District roads the governing board of the county shall consult with the Sheriff; and

WHEREAS, the District has requested that the County exercise traffic control jurisdiction upon certain Private Roads identified herein; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction upon the Private Roads; and

WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides inter alia that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived this provision in writing.

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and the District hereby agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. Jurisdiction. County agrees to exercise jurisdiction over traffic control upon the Private Roads pursuant to the terms and conditions expressed in Florida Statute Section 316.006(3)(b) and subject to the terms and conditions specified in Exhibit "B."

3. Traffic Study; Signage. The District shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit as appropriate and approved signage along said roads (See Exhibit "B").

4. Authority in Addition to Existing Authority. The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.

5. Compensation. The District shall compensate Sheriff for the services performed under this Agreement that are reasonably determined by the Sheriff to exceed normal traffic enforcement activities, reasonably determined by the Sheriff.

6. County to Retain Revenues. All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.

7. Liability Not Increased. Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.

8. Indemnification. Notwithstanding the foregoing or any other provision contained in this Agreement, the District and the County agree that nothing contained in this Agreement shall constitute or be construed as a waiver of either the District's or the County's limitation on liability set forth in Section 768.28, Florida Statutes, and other law.

9. Road Maintenance. Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the Private Roads shall at all times be solely and exclusively the responsibility of the District.

10. Term. The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with approval by the Board of County Commissioners.

12. Notice. All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County: St. Johns County Administrator  
4020 Lewis Speedway  
St. Augustine, FL 32084

Copy to: St. Johns County Attorney's Office  
4020 Lewis Speedway  
St. Augustine, FL 32084

As to Sheriff: St. Johns County Sheriff's Office  
4015 Lewis Speedway  
St. Augustine, FL 32084

As to the District: Southaven Community Development District  
c/o Rizzetta and Company, Inc.  
2806 N. 5th St., Unit 403  
St. Augustine, FL 32084  
Attn: District Manager

Copy to: Hopping Green & Sams  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY ADMINISTRATOR  
ST. JOHNS COUNTY, FLORIDA

By: \_\_\_\_\_  
Michael D. Wanchick, County Administrator

Date: \_\_\_\_\_

ATTEST: Hunter S. Conrad, Clerk

By: \_\_\_\_\_  
Deputy Clerk

ST. JOHNS COUNTY SHERIFF'S  
OFFICE, ST. JOHNS COUNTY,  
FLORIDA

By: \_\_\_\_\_  
David B. Shoar, Sheriff

Date: \_\_\_\_\_

THE DISTRICT

By: \_\_\_\_\_  
Walter O'Shea, Chairman

Date: \_\_\_\_\_

WITNESS

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

EXHIBIT "A"

TRAFFIC CONTROL AGREEMENT

DISTRICT ROADS

Legal Description

Harkness Court, Bronson Parkway, Haas Avenue, Fremont Avenue, Clarissa Lane, Upham Lane, Westcott Parkway and Kirkside Avenue, all as shown on the plat of Southaven Phase 1 recorded in Map Book 76, Pages 39 through 50 of the public records of St. Johns County, Florida.



## EXHIBIT "B"

### TRAFFIC STUDY; SIGNAGE

The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: Traffic Study; Signage.

#### SECTION I - SUBDIVISION SIGNING AND MARKING PLAN

The applicant should contact the Records Management Officer at (904) 209-0706 and request the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plan. If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.

#### SECTION II- ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. If not, the Traffic Operations Section will provide the applicant with a list of consulting firms known to have experience in Traffic Engineering. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

#### SECTION III - ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by Traffic Operations must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be including in the Traffic Study Outline.

#### Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer, and confirmed by the County Traffic Operations that golf carts may safely travel on or cross the public road or street, considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section 11, Engineering Services and Section 111, Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

Traffic Control Plan Certification

Subdivision: \_\_\_\_\_

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 3 16.

**Seal & Signature of  
Professional Engineer**

*FINAL SUBMITTAL*

The applicant will submit the Certified Traffic Control Plan and Engineering Report to the Traffic Operations Section, 2470 Industry Center Road, St Augustine, Florida 32084. Following approval by the County Engineer, the applicant may proceed with completing the remaining requirements of the agreement.

If additional information or clarification is needed, please contact Greg Kennedy, Traffic Operations Manager at (904) 209-0178.

EXHIBIT "C"

TRAFFIC CONTROL AGREEMENT  
AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me the undersigned authority, personally appeared (print name)  
\_\_\_\_\_, who after being duly sworn, states as follows:

1. My name is Walter O'Shea, my position/title is Chairman of the Southaven Community Development District. I base my statements in this affidavit on my personal knowledge.
2. To the best of my knowledge, all the roadways within the property description attached as Exhibit A to the Traffic Control Agreement are owned by the Southaven Community Development District.

Further affiant sayeth not.

\_\_\_\_\_  
(affiant signature)

Subscribed and sworn (or affirmed) to me on (date) \_\_\_\_\_, (print name of affiant) \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, type or stamp commissioned name of

Notary Public Commission Number: \_\_\_\_\_

Commission Expires: \_\_\_\_\_