

## MEMORANDUM

**DATE:** March 7, 2014

**TO:** Nancy Takemori, Assistant County Attorney

**FROM:** *K. Richards* Kimberly Richards, Associate Director, BOCC Records/VAB

**SUBJECT:** Traffic Control Jurisdiction Agreement with Sun City Center West Master Association, Inc. and Hillsborough County Sheriff's Office — For Hillsborough County Sheriff's Office to Exercise Traffic Control Jurisdiction Over Roads within the Sun City Center - Kings Point Community

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Attached is an executed original of subject agreement, Document 14-0179, approved by the Board on March 5, 2014.

We are providing the original to you for further handling.

pab

Attachments

cc: Board files (orig.)  
Sun City Center West Master Association, Inc. via County Attorney's Office  
Hillsborough County Sheriff's Office via County Attorney's Office  
Dawn Tuccillo, County Attorney's Office



# Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>: A-8

Meeting Date March 05, 2014

Consent Section

Regular Section

Public Hearing

**Subject:**  
Traffic Control Jurisdiction Agreement between Hillsborough County and Sun City Center West Master Association, Inc.

**Department Name:** County Attorney's Office

**Contact Person:** Nancy Takemori **Contact Phone:** 307-3149

<b>Sign-Off Approvals:</b>		<b>Susan Fernandez</b>	<b>02/18/2014</b>
		<small>Managing County Attorney</small>	<small>Date</small>
<b>Charles Fletcher</b>	<b>02/18/2014</b>	<b>NA</b>	
<small>County Attorney</small>	<small>Date</small>	<small>Joint Department Director</small>	<small>Date</small>
<b>Tom Fesler</b>	<b>02/20/2014</b>	<b>Nancy Y. Takemori</b>	<b>02/18/2014</b>
<small>Management and Budget - Approved as to Financial Impact Accuracy</small>	<small>Date</small>	<small>Assistant County Attorney</small>	<small>Date</small>

**Staff's Recommended Board Motion:**  
Approve an agreement between the County and the Sun City Center West Master Association, Inc. providing for the County, through the Hillsborough County Sheriff's Office, to exercise traffic control jurisdiction over the roads within the Association for a two-year period.  
  
Approval of this item will have no financial impact on the FY 14 Adopted Budget.

**Financial Impact Statement:**  
Approval of this item will have no financial impact on the FY 14 Adopted Budget.

**Background:**  
Pursuant to Florida Statute Section 316.006(3)(b), the County may exercise traffic control jurisdiction over any private road in the unincorporated area of the County upon the Board of County Commissioners' approval of a written agreement between the County and the party owning or controlling the road. The roads within the Kings Point area of the Sun City Center West Master Association, Inc. (Association) are private and controlled by the Association. The Hillsborough County Sheriff's Office is willing to provide the requested routine patrols in the area encompassed by the Agreement. Chapter 316 authorizes the Sheriff's Office to collect a fee for the routine patrol of private streets within the County. That fee will be negotiated between the Sheriff's Office and the Association.

14-0179 (1orig)

Costs for any non-routine services will also be the sole responsibility of the Association, as established and agreed to by the Sheriff's Office.

**List Attachments:**

**Traffic Control Jurisdiction Agreement, Engineer's Certification, Letter of Consent from HCSO**

October 14, 2013

Director Eileen Peco, President  
Federation of Kings Point Associations, Inc.  
1902 Clubhouse Drive, Suite A  
Sun City Center, Florida 33573

Re: Kings Point Community Traffic Controls

Dear Director Peco,

The purpose of this letter is to inform you that we completed our final review of the traffic control devices within the Kings Point Community. We have determined that the inadequate traffic control devices that were identified in the attached *Community Traffic Controls Report* have been sufficiently addressed based on guidance from the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highway, 2009 Edition and other applicable state and federal standards. The traffic control devices are now considered adequate for enforcement of violations by the Hillsborough County Sheriff's Office.

Please note that if a current traffic control device is to be altered following the date of this letter, it is the responsibility of the Kings Point Community to seek guidance from a professional engineer to determine if the traffic control device is still compliant with the MUTCD and other applicable standards.

Thank you again for allowing HDR Engineering, Inc. to work on this project with you.

Respectfully,

HDR ENGINEERING, INC.



Matthew G. Wey, P.E., PTOE  
Project Manager

MGW/ce

Attachments

cc: Charlotte Diggs, Hillsborough County Attorney's Office, Assistant County Attorney  
Ginger Anzalone, Vesta Property Services, Inc., Vice President  
Dana Phillips, FirstService Residential, Master Association Manager

# Office of the County Attorney

Chip Fletcher, County Attorney

## BOARD OF COUNTY COMMISSIONERS

KEVIN BECKNER  
VICTOR D. CRIST  
KEN HAGAN  
AL HIGGINBOTHAM  
LESLEY "LES" MILLER, JR.  
SANDRA L. MURMAN  
MARK SHARPE



## CHIEF ADMINISTRATIVE COUNSEL

Hank Ennis

## GENERAL COUNSEL


Mary Helen Farris

## CHIEF ASSISTANT COUNTY ATTORNEYS

Christine M. Beck  
Robert E. Brazel  
Susan J. Fernandez  
Jennie Granahan Tarr

## MEMORANDUM

**To:** Midge Dixon, BOCC Records

**From:** Nancy Y. Takemori, Assistant County Attorney 

**Subject:** Original documents for the Chairman's Signature

**Date:** February 25, 2014

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Attached is an (1) original copy of the following agreement:

Traffic Control Jurisdiction Agreement for Sun City Center West (Kings Point)

This agreement is on the BOCC Meeting Agenda for March 5, 2014. If the agreement is approved, please have the Chairman execute the document where indicated, and return to me. Please call me if you have any questions. Thank you.

NYT/dkt  
Attachment

G:\REAL ESTATE & DEVELOPMENT DIVISION\takemori, Nancy\Traffic Control Jurisdiction Agreements\Kings Point\022514 Memo to Midge Dixon w original docs for signature re Sun City Center West (Kings Point).doc

RECEIVED  
2014 FEB 25 AM 10:26  
CLERK  
THE CLERK

601 E. Kennedy Boulevard, 27<sup>th</sup> Floor  
Post Office Box 1110 · Tampa, Florida 33601  
(813) 272-5670 · Fax: (813) 272-5231  
*An Affirmative Action/Equal Opportunity Employer*



*David Gee, Sheriff*  
*Jose Docobo, Chief Deputy*

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P.O. Box 3371  
Phone (813) 247-8000  
[www.hcso.tampa.fl.us](http://www.hcso.tampa.fl.us)

*Hillsborough County*  
*Tampa, Florida 33601*

February 5, 2014

Ms. Nancy Y. Takemori  
Assistant County Attorney  
Hillsborough County Attorney's Office  
27<sup>th</sup> Floor  
601 E. Kennedy Blvd.  
Tampa, Florida 33602

Dear Ms. Takemori,

Pursuant to the Traffic Control Jurisdiction Agreement with the Sun City Center West Master Association, INC - "Kings Point," the Hillsborough County Sheriff's Office will enforce traffic statutes within this community.

If you have any questions, please contact M/Corporal Greg Wynn at 813-247-0402.

As always, be assured of our cooperation in matters of mutual concern.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Hartley".

Major Ronald Hartley  
Commander, District IV

TRAFFIC CONTROL JURISDICTION AGREEMENT

**THIS TRAFFIC CONTROL JURISDICTION AGREEMENT** is made and entered into on this 5<sup>th</sup> day of March, 2014, by and between SUN CITY CENTER WEST MASTER ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as “the Association”) and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the “County”).

**WITNESSETH:**

**WHEREAS**, the Association is a Master Association that was formed for the purpose of ownership, maintenance, preservation and architectural control of common areas within that certain tract of property described in **Exhibit “A”** as the Sun City Center West Project (hereinafter referred to as “Kings Point”), attached hereto, and made a part of this agreement; and

**WHEREAS**, the Association is subject to its Amended and Restated Articles of Incorporation of Sun City Center West Master Association, Inc. as the same are recorded in the Official Records Book 19851. Pages 1115 through 1124 of the Public Records of Hillsborough County as have been and may be amended from time to time; and

**WHEREAS**, pursuant to the terms of the Articles of Incorporation, the Association maintains and administers the common facilities and common areas of Kings Point, which common areas include all areas shown on the recorded subdivisions of Kings Point, other than any portions thereof included in a lot, or a dedicated road or other dedicated easement where a governmental or other entity has agreed to accept maintenance responsibility; and

**WHEREAS**, Kings Point is located in the unincorporated area of Hillsborough County;  
and

**WHEREAS**, the Association owns or controls the roads within Kings Point; and

**WHEREAS**, pursuant to Section 316.006(3)(b), *Florida Statutes*, the County may exercise Traffic Control Jurisdiction over any private road in the unincorporated area of the County upon written agreement between the County and the party owning or continuing the road and approved by the governing body of the County, for Traffic Control Jurisdiction over the road(s) encompassed in the Agreement; and

**WHEREAS**, the Association desires that the County exercise Traffic Control Jurisdiction over the roads within Kings Point pursuant to such an agreement; and

**WHEREAS**, the Board of County Commissioners finds that it is in the best interest of the residents of the County to exercise such Traffic Control Jurisdiction by entering into such an agreement.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, it is mutually covenanted and agreed by and between the Association and the County as follows:

1. **Traffic Control Jurisdiction**. During the term of this Agreement, as may be amended from time to time, the County, through the Hillsborough County Sheriff's Office, agrees to exercise **Traffic Control Jurisdiction** over the roads within Kings Point.

"Traffic Control Jurisdiction" under the terms of this Agreement does not include the placement or maintenance of traffic control devices. The County in no way agrees to accept jurisdiction over, or responsibility for, the placement and maintenance of traffic control devices or the roads within Kings Point.



Nothing herein shall be construed as placing jurisdiction in the County for any purpose beyond Traffic Control Jurisdiction or jurisdictional authority presently exercised by the County under law.

2. **Reimbursement for Costs**. The Association shall reimburse the County for the actual costs of traffic control and enforcement within Kings Point, pursuant to statements of costs provided by the County and/or the Hillsborough County Sheriff's Office.

3. **Indemnification**. The Association shall defend, indemnify and hold harmless the County from and against any liability, loss, damage, claim, demand, suit or action of any kind or character whatsoever arising out of or resulting from the exercise of Traffic Control Jurisdiction and enforcement in Kings Point pursuant to this Agreement. The Association shall defend, indemnify and hold harmless the Hillsborough County Sheriff's Office from and against any liability, loss, damage, claim, demand, suit or action of any kind or character whatsoever arising out of or resulting from the exercise of Traffic Control Jurisdiction and enforcement in Kings Point pursuant to this Agreement, unless the liability, loss, damage, claim, demand, suit or action arises out of the negligence or willful misconduct of the Hillsborough County Sheriff's Office, its officers, agents, employees or otherwise.

4. **Obligation to Provide Traffic Control Devices and Certification**. The Association shall be required to place and maintain signs, markings, and other traffic control devices in conformance with the Manual on Uniform Traffic Control Devices, as adopted by the Florida Department of Transportation pursuant to Section 316.0745, *Florida Statutes* (hereinafter referred to as the 'MUTCD'). Prior to execution of this Agreement, the Association shall provide to the Sheriff, with a copy to County, a certification signed and sealed by a registered professional engineer that certifies to the Sheriff that all roads, streets and highways within

Kings Point are properly signed and marked in conformance with the MUTCD. The certification shall be provided to the Sheriff at:

Legal Office  
P.O. Box 3371  
Tampa, FL 33601

Major Hartley  
508 33rd Street South East  
Ruskin, FL 33570

Furthermore, the Association shall allow the County to inspect all roads, streets and highways within Kings Point in order to be reasonably assured that all roads, streets and highways are properly signed and marked in conformance with the MUTCD. The County expressly reserves the right to relinquish Traffic Control Jurisdiction exercised under this Agreement if the Sheriff or County determines that any signs or markings within Kings Point fail to comply with the standards and specifications set forth in the MUTCD.

5. **Term.** This Agreement shall be effective for two (2) years from the due execution thereof unless sooner terminated by either party as provided herein. This Agreement may be renewed for an additional one (1) year period. It shall be the responsibility of the Association to notify the County at least 60 days prior to the expiration of this Agreement of its intent to renew.

6. **Termination** The provisions of Paragraph 5 notwithstanding, either party may terminate this Agreement upon sixty days written notice to the other party.

7. **Notice.** All notices contemplated or requested by this Agreement shall be served as follows:

If to the County:

County Attorney's Office  
P.O. Box 1110 - 28<sup>th</sup> Floor  
Tampa, Florida 33601-1110  
c: Sheriff's Office, Major Hartley

If to the Association:

SCCW MASTER ASSOCIATION, INC.  
c/o Dana Lin Phillips, M.A. Manager  
1904 Clubhouse Drive  
Sun City Center, FL 33573

8. **Waiver.** Pursuant to Florida Statutes Section 316.006 3(b)(2), this Agreement shall not be effective prior to October 1<sup>st</sup> of any given year, the beginning of the County fiscal year, unless this requirement is waived in writing by Hillsborough County Sheriff's Office. The County's execution of this Agreement shall serve as the waiver required under this provision.

9. **Effective Date.** This Agreement shall become effective immediately upon due execution by all parties hereto.

10. **Severability.** If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

11. **Entire Agreement.** The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein. There are no understandings, agreements, or representations expressed or implied respecting this Agreement and the service provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year aforesaid.

ATTEST:  
PAT FRANK,  
Clerk of the Circuit Court

By: Pamela A. Blich  
Deputy Clerk



Dana L. Phillips  
Witness

Louise Randy  
Witness

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 14-0179

HILLSBOROUGH COUNTY, a political  
Subdivision of the State of Florida

Mark George  
Chairman, Board of County Commissioners

William R. Richards  
SUN CITY CENTER WEST MASTER  
ASSOCIATION, a Florida corporation  
William R. Richards  
Vice President

APPROVED BY COUNTY ATTORNEY

BY Nancy K. Wilco  
Approved as to Form and Legal Sufficiency

**ACKNOWLEDGMENT OF ASSOCIATION IF A CORPORATION**

STATE of FLORIDA

COUNTY of HILLSBOROUGH

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December 2013, by WILLIAM R. RICHARDS, Vice President (name/title of officer or agent) for SUN CITY CENTER WEST MASTER ASSOCIATION, INC., pursuant to the powers conferred upon said officer or agent by the corporation. He personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and did certify to have knowledge of the matters stated in the forgoing instrument and certified the same to be true in all respects.

Subscribed and sworn (or affirmed) before me on this 2<sup>nd</sup> day of December, 2013.

Louise Landry  
(Official Notary Signature and Notary Seal)



\_\_\_\_\_  
(Name of Notary typed, printed, or stamped)

Commission number: EE 224398

Commission Expiration Date: 10/28/16

# Exhibit "A"

LEGAL DESCRIPTION OF  
SUN CITY CENTER WEST PROJECT

**That part of Section 11, Township 32 South, Range 19 East, Hillsborough County, Florida, lying South of State Road 674;**

Excepting therefrom, however, those parts of Section 11 described as Hillsborough County folio numbers 0567766762 and 0567766764 and 0567766768 and 0567766771 and 0567766770 and 0567766769 and 0567766767 all lying South of State Road 674 and North of Hillsborough County folio #056776-0000; and

Excepting therefrom, however, that part of Section 11 described as Hillsborough County Folio #0574740310 "Falcon Watch Golf Course".

**ALSO, all of Section 14, Township 32 South, Range 19 East, Hillsborough County, Florida;**

Excepting, therefrom, however, that part of Section 14 described as Hillsborough County Folio #0574740310 "Falcon Watch Golf Course"; and

Excepting therefrom, however, that part of Section 14 described as Hillsborough County Folio #0574741500 "Scepter Golf Course"; and

Excepting therefrom, however, that part of Section 14 described as Hillsborough County Folio #0574740000 lake lying Westerly and Southerly of Lancaster III Condominium.

**ALSO, all that part of Section 23, Township 32 South, Range 19 East, Hillsborough County, Florida, lying North of the thread of the stream of the "Little Manatee River";**

Excepting therefrom, however, that part of Section 23 described as Hillsborough County Folio #0574741500 "Scepter Golf Course"; and

Excepting therefrom, however, that part of Section 23 described as Hillsborough County Folio #0579770000 "Little Manatee State Park", lying South of the "Kings Point" South boundary line; and

Excepting therefrom, however, that part of Section 23 described as Hillsborough County Folio #0574740000 "Wetland Hydration Sump" lying east of Lake XX, northerly of Oakley Green Condominium, southeasterly of Vilmont Greens Drive.

**ALSO, all that part of Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, lying Northerly and Westerly of the thread of the stream of the "Cypress Creek";**

Excepting therefrom, however, that part of Section 13 described as Hillsborough County Folio #0574740310 "Falcon Watch Golf Course"; and

Excepting that part of Section 13 described as Hillsborough County Folio #0574741500 "Scepter Golf Course"; and

Excepting all of that part of Section 13 described as Hillsborough County Folio #0574700000 "Golf Maintenance Facility"; and

Excepting therefrom, however, that part of Section 12 described Hillsborough County Folio #0568161000 "Executive Golf Course" lying Northeasterly of the Southeast boundary of Cambridge A Condominium and lying Northwesterly of Kings Boulevard.

**ALSO, the following described part of Section 12, Township 32 South, Range 19 East, Hillsborough County, Florida;**

**Begin at the Southwest corner of said Section 12, thence run North along the West line of said Section 12 to an intersection thereof with the South R/W line of State Road 674; thence, run easterly along said South R/W line to the intersection thereof with a line that is parallel to and 1,700 feet westerly of the East line of said Section 12; thence, run southerly along said line a distance of 2,000 feet; thence, run westerly along a line that is parallel to and 2,000 feet southerly of the South R/W line of State Road 674, to the thread of the stream of "Cypress Creek"; thence, southerly along the thread of said stream to the South line of said Section 12; thence, westerly along said South line to the southwest corner of said Section 12 and the Point of beginning.**

Excepting therefrom, however, that part of Section 12 described as known as Hillsborough County Folio #0568161000 "Executive Golf Course".

**ALSO, All of Section 24, Township 32 South, Range 19 East, Hillsborough County, Florida,**

Excepting therefrom, however, the North 1,450 feet of said Section 24, lying East of the thread of the stream of "Cypress Creek"; and

Excepting therefrom, however, those parts of Section 24 described as Hillsborough County Folios #057979-0500 and 057977-0000, and 057977-0100 and 057979-0060 "Little Manatee State Park", lying South of the "Kings Point" South boundary and lying East of the thread of the stream of "Cypress Creek"; and

Excepting therefrom, however, that part of Section 24 described as Hillsborough County Folio #0574741500 "Scepter Golf Course".



**THE FOLLOWING MAIN ROADWAYS ARE POSTED AS FOLLOWS AND WILL BENEFIT MOST FROM MONITORING**

KINGS BOULEVARD – (S.R. 674 and the Kings Blvd crosswalk beacons)	15 mph
KINGS BOULEVARD – four lanes	25 mph
KINGS BOULEVARD – two lanes	25 mph
<i>(especially the NO PASS zone between Staffordshire Lane and Tremont Greens Dr.)</i>	
GLOUCESTER BOULEVARD	20 mph
MCDANIEL STREET (Manchester area)	20 mph
NANTUCKET DRIVE	25 mph
HAMMERSMITH DRIVE	25 mph
NEWPOINT LOOP	25 mph
KINGS GREEN DRIVE	25 mph
VILMONT GREENS DRIVE	25 mph

**THE FOLLOWING ARE RESIDENTIAL ROADS ARE POSTED AT 15 MPH BECAUSE OF COMPLAINTS OF SPEEDING.**

ACADIA GREENS DRIVE	INVERNESS GREENS DRIVE
ANDOVER WAY	KNOLLPOINT DRIVE
BEDFORD LANE	LANCASTER DRIVE
BEDFORD STREET	LANGLEY DRIVE
BEDFORD TRAIL	MANCHESTER WOODS DRIVE
CAMBRIDGE TRAIL	MASTERPIECE DRIVE
CANTERBURY LANE	MCALLISTER AVENUE
CANTON COURT	OLIVE BRANCH DRIVE
CLUBHOUSE DRIVE	OXFORD PARK DRIVE
CORINTH GREENS DRIVE	RADISON AVENUE
FOXHUNT DRIVE	STAFFORSHIRE LANE
GRANTHAM GREENS DRIVE	WORTHINGTON GREENS DRIVE (west)

**Map - Monitored Roads**

Green = 25 mph

Blue = 20 mph

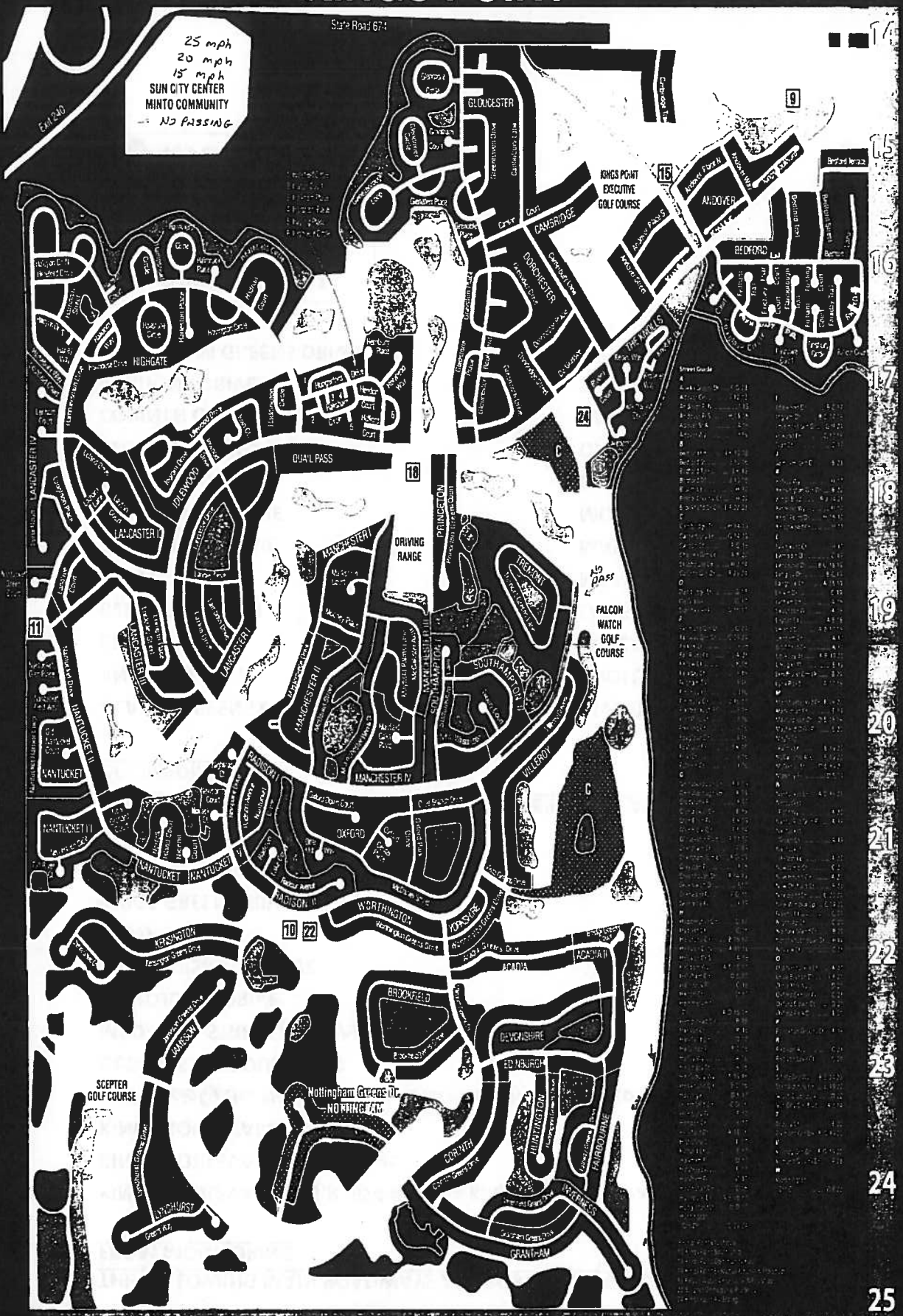
Pink = 15 mph

■ No Passing zone

# KINGS POINT

State Road 674

25 mph  
20 mph  
15 mph  
SUN CITY CENTER  
MINTO COMMUNITY  
-- NO PASSING



A B C D E F G H I J

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