

**RESOLUTION 125, 2003**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA APPROVING AN AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF TRAFFIC-CALMING IMPROVEMENTS BETWEEN THE CITY OF PALM BEACH GARDENS AND SIENA OAKS HOMEOWNER'S ASSOCIATION, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Siena Oaks Homeowner's Association maintains that increased traffic on Burns Road, due to the construction of additional lanes, will adversely impact its neighborhood; and

**WHEREAS**, to help alleviate such impact, the City has agreed to the construction and installation of certain traffic-calming measures; and

**WHEREAS**, the Siena Oaks Homeowner's Association, Inc. wishes to contract with the City of Palm Beach Gardens for the construction and installation of these traffic-calming measures; and

**WHEREAS**, such agreement has been prepared and is attached hereto.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA that:**

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified.

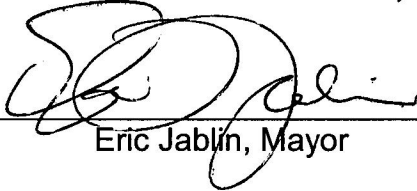
**SECTION 2.** The City Council hereby accepts and approves the Agreement for the installation and maintenance of traffic-calming improvements between the City of Palm Beach Gardens and Siena Oaks Homeowner's Association, Inc. and hereby authorizes the Mayor and City Clerk to execute the Agreement.

**SECTION 3.** This Resolution shall take effect immediately upon adoption.

(The remainder of this page left intentionally blank)

PASSED AND ADOPTED this 17<sup>th</sup> day of July, 2003.

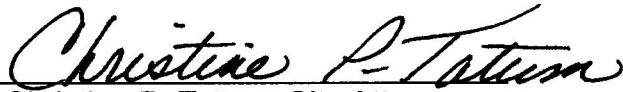
CITY OF PALM BEACH GARDENS, FLORIDA

BY:   
Eric Jablin, Mayor

ATTEST:

BY:   
Patricia Snider, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
Christine P. Tatum, City Attorney

| VOTE:                 | <u>AYE</u> | <u>NAY</u>  | <u>ABSENT</u> |
|-----------------------|------------|-------------|---------------|
| MAYOR JABLIN          | <u>✓</u>   | <u>    </u> | <u>    </u>   |
| VICE MAYOR SABATELLO  | <u>✓</u>   | <u>    </u> | <u>    </u>   |
| COUNCILMEMBER CLARK   | <u>✓</u>   | <u>    </u> | <u>    </u>   |
| COUNCILMEMBER RUSSO   | <u>✓</u>   | <u>    </u> | <u>    </u>   |
| COUNCILMEMBER DELGADO | <u>✓</u>   | <u>    </u> | <u>    </u>   |





# CITY OF PALM BEACH GARDENS

10500 N. MILITARY TRAIL PALM BEACH GARDENS, FLORIDA 33410-4698

July 23, 2003

Siena Oaks Homeowner's Association, Inc.  
100 Siena Oaks Circle West  
Palm Beach Gardens, Florida 33410  
Attn: Registered Agent

Dear Sir or Madam:

Enclosed is a copy of executed Resolution 125, 2003, approving an agreement for the installation and maintenance of traffic-calming improvements between the City of Palm Beach Gardens and Siena Oaks Homeowner's Association. Upon completion of signature page 6, please return the original to me in the enclosed self-addressed, stamped envelope so I can keep it on file with Resolution 125, 2003. I will immediately forward a certified copy to your attention.

If you have any questions, please do not hesitate to contact me at (561) 799-4122.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia Snider'.

Patricia Snider  
City Clerk

Enclosure:

- Certified Copy of Palm Beach Gardens Resolution 125, 2003.
- Self-addressed, stamped envelope



# **CITY OF PALM BEACH GARDENS**

10500 N. MILITARY TRAIL PALM BEACH GARDENS, FLORIDA 33410-4698

July 23, 2003

Siena Oaks Homeowner's Association, Inc.  
100 Siena Oaks Circle West  
Palm Beach Gardens, Florida 33410  
Attn: Registered Agent

Via: Registered/Return Receipt

Dear Sir or Madam:

Attached please find one original agreement for the installation and maintenance of traffic-calming improvements between the City of Palm Beach Gardens and Siena Oaks Homeowner's Association Inc. along with a certified copy of Resolution 125, 2003 adopted by City Council on July 17, 2003.

If you have any questions, please do not hesitate to contact my office (561) 799-4122.  
Sincerely,

A handwritten signature in black ink, appearing to read "Patricia Snider".

Patricia Snider  
City Clerk

**Enclosure:**

- Agreement (1)
- Certified Copy of Palm Beach Gardens Resolution 125, 2003.



# **CITY OF PALM BEACH GARDENS**

10500 N. MILITARY TRAIL PALM BEACH GARDENS, FLORIDA 33410-4698

September 4, 2003

Siena Oaks Homeowner's Association, Inc.  
100 Siena Oaks Circle West  
Palm Beach Gardens, Florida 33410  
Attn: Registered Agent

Via: Registered/Return Receipt

Dear Sir or Madam:

Attached please find an agreement for the installation and maintenance of traffic-calming improvements between the City of Palm Beach Gardens and Siena Oaks Homeowner's Association Inc. along with a certified copy of Resolution 125, 2003 adopted by City Council on July 17, 2003.

If you have any questions, please do not hesitate to contact my office (561) 799-4122.  
Sincerely,

A handwritten signature in black ink, appearing to read "Patricia Snider".

Patricia Snider  
City Clerk

Enclosure:

- Agreement (1)
- Certified Copy of Palm Beach Gardens Resolution 125, 2003.

**SIENA OAKS  
HOMEOWNERS ASSOCIATION INC  
100 SIENA OAKS CIRCLE WEST.  
PALM BEACH GARDENS, FL 33410**

Patty -  
original agent signed

~~Christine  
City Attorney~~

8/8/03

**AGREEMENT FOR INSTALLATION AND MAINTENANCE  
OF TRAFFIC CALMING IMPROVEMENTS**

**THIS AGREEMENT** is made and entered into by and between the **City of Palm Beach Gardens**, a Florida municipal corporation, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "City"), and **Siena Oaks Homeowner's Association, Inc.**, a Florida non-profit corporation, whose address is 100 Siena Oaks Circle West, Palm Beach Gardens, Florida 33410 (hereinafter "Association").

**WHEREAS**, City has completed the construction of additional lanes of traffic on Burns Road, a City collector road located within its corporate limits, in order to increase the traffic capacity on Burns Road and thereby decrease the demand placed on other east-west thoroughfares within the City, notably PGA Boulevard (hereinafter "Project"); and

**WHEREAS**, the Association maintains that increased traffic on Burns Road will adversely impact its neighborhood, which is located adjacent to and in the immediate vicinity of Burns Road; and

**WHEREAS**, to help alleviate such impact, the City has agreed to the construction and installation of certain traffic calming measures, including, but not limited to, the construction and installation of a traffic circle, a pedestrian crosswalk, median(s), lighting, and landscaping; and

**WHEREAS**, in consideration of the construction and installation of these traffic calming measures, the Association has agreed to accept certain maintenance obligations with respect to such improvements; and

**WHEREAS**, the City and the Association wish to enter into an agreement to specifically delineate the obligations of each and to bind their respective successors and assigns.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereafter set forth, the Association and the City agree as follows:

**ARTICLE 1. RECITALS.**

The recitals as set forth hereinabove are hereby deemed true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

**ARTICLE 2. AUTHORITY FOR AGREEMENT.**

Each party does hereby acknowledge and agree that it has the lawful authority to enter into this Agreement for the purposes contained herein.

### **ARTICLE 3. OBLIGATIONS OF THE CITY.**

- A. The City agrees to install and construct the traffic calming improvements, in the manner and as specifically shown and set forth in the City of Palm Beach Gardens Construction Plans for Traffic Calming from Allamanda Drive South of Burns Road to Allamanda Lane (the "Plans"), attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter "Improvements"), including, without limitation, the following:
1. One pedestrian crosswalk along Allamanda Drive, including a fifty-two foot (52') by seven-foot (7') median on the north side of the existing bridge, as set forth on Sheet 5 of the Plans as Traffic Calming Details TC-1, including four (4) streetlights.
  2. A traffic circle at the intersection of Allamanda Lane and Allamanda Drive, including landscaping and stamped concrete within the center of the circle and the extension of the existing irrigation system, as set forth on Sheet 6 of the Plans as Traffic Calming Details TC-2.
  3. The installation of stamped concrete, curbing, four (4) streetlights and landscaping within a planter restricting the traffic flow along the north side of Allamanda Lane, on either side of the entrance drive for Allamanda Elementary School, as set forth on Sheet 7 of the Plans as Traffic Calming Details TC-3.
- B. All streetlights installed by the City pursuant to this Agreement shall be Florida Power and Light ("FPL") fifteen-foot (15') high black acorn style pedestrian lights as shown on Sheet 8 of the Plans as part of the Traffic Calming and Landscape Lighting Plan and shall be operated by sensor.
- C. In the event the landscaping improvements installed by the City as required by this Agreement, as shown and/or described in the Plans, die or are, in the opinion of the City Forester, effectively destroyed, the City shall replace such landscaping improvements. Notwithstanding the foregoing, the City shall not be required to replace any landscaping material, including trees, where the death or destruction of the landscaping material is attributable to the negligent or intentional acts of the Association, including lack of proper maintenance.
- D. The City shall complete all of the Improvements contemplated by this Agreement, as shown and/or described in the Plans, per the schedule attached hereto as Exhibit "B" and incorporated herein by this reference. Time is of the essence.
- E. The City agrees to perform, in perpetuity, all maintenance, repair, and replacement of all Improvements, except for the specific maintenance, repair, and replacement responsibilities of the Association as set forth in this Agreement.

#### **ARTICLE 4. OBLIGATION OF THE ASSOCIATION.**

- A. The Association shall be solely responsible for the customary maintenance of all landscaping improvements installed by the City pursuant to this Agreement and as shown or described on the Plans, including, but not limited to, any landscaping installed within or along the Allamanda Lane right-of-way, the Allamanda Drive median, and the traffic circle. Customary maintenance shall include, at a minimum, trimming, mowing, fertilizing, and irrigating. The Association agrees that all such landscaping improvements shall be maintained in a manner consistent with the remainder of the Siena Oaks community.
- B. The Association agrees to mow the grass within the detention area owned by the City located adjacent to Siena Oaks and within the Rainwood plat at least four (4) times in any given twelve (12) month period. The Association shall not, however, have any maintenance obligation with respect to the adjacent canal or canal bank.
- C. Other than as provided in Article 3.C above, the City shall have no maintenance obligation with respect to any landscaping improvements installed pursuant to this Agreement.
- D. The Association shall enter into one or more agreements with FPL regarding the maintenance and energy costs for the lighting fixtures shown or described on Sheet 8 of the Plans, and the Association's maintenance responsibilities with respect to such lighting improvements shall be limited to the responsibilities set forth in such agreement(s). The Association shall also enter into one or more agreements with FPL for the energy costs and bulb replacement for the landscape well lights to be installed within the medians as shown or described in the Plans. All other maintenance, repair, and replacement of the well lights shall be the responsibility of the City.
- E. The Association shall maintain, repair, and replace the sprinkler heads, excluding any pipes or other irrigation related equipment, installed as part of the Improvements as shown or described on the Plans. The Association hereby grants the City access to connect the irrigation system of the Improvements to the Association's irrigation controller as shown on Exhibit "C" attached hereto and incorporated herein by this reference. The City shall also have such access, as reasonably required from time to time, to maintain or repair the irrigation system constructed as part of the Improvements.
- F. The Association's maintenance obligations under this Article shall be in perpetuity, unless this Agreement is terminated in accordance with Article 5 below. Within sixty (60) days of the Effective Date of this Agreement, the Association shall record in the public records of Palm Beach County, in a form acceptable to the City, an amendment to its Declaration of Restrictive Covenants for Siena Oaks, accepting the maintenance of the landscaping improvements and certain costs associated with the lighting improvements. Should the Association fail to record such amendment

within the time specified, this Agreement shall automatically terminate. The amendment to the Declaration attached hereto as Exhibit "D" and incorporated herein by this reference is hereby acceptable to the City.

#### **ARTICLE 5. TERMINATION; AMENDMENT.**

Unless otherwise provided herein, this Agreement shall remain in full force and effect until it is terminated by the mutual written consent of both parties hereto. This Agreement shall only be amended pursuant to the written agreement or consent of both parties hereto.

#### **ARTICLE 6. MISCELLANEOUS PROVISIONS**

- A. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be mailed by registered or certified mail (postage prepaid), return receipt requested to the following addresses:

As to City: **City of Palm Beach Gardens**

10500 North Military Trail  
Palm Beach Gardens, Florida 33410  
Attn: City Manager

with a copy to:

**Palm Beach Gardens City Attorney**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410

**Palm Beach Gardens City Engineer**  
10500 North Military Trail  
Palm Beach Gardens, Florida 33410

As to the Association:

**Siena Oaks Homeowner's Association, Inc.**  
100 Siena Oaks Circle West  
Palm Beach Gardens, Florida 33410  
Attn: Registered Agent

- B. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- C. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.
- D. Assignability. This Agreement may not be assigned without the prior written consent of both parties to this Agreement.

- E. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. In the event this Agreement is unenforceable or invalid for any reason, the parties hereto agree to take any action, including executing any amendments or addenda, required to make this Agreement binding and enforceable.
- F. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
- G. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- H. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.
- I. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- J. Attorney's Fees. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable attorney's fees and costs incurred by such prevailing party, including all attorney's fees and costs incurred in any appeal.

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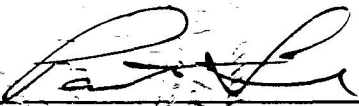
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the City this 17<sup>th</sup> day of July, 2003.

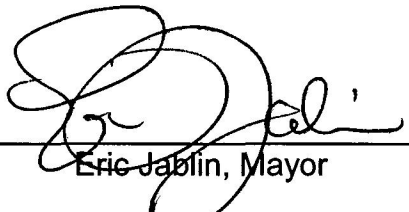
CITY:

ATTEST:

CITY OF PALM BEACH GARDENS, a Florida municipal corporation

By: 

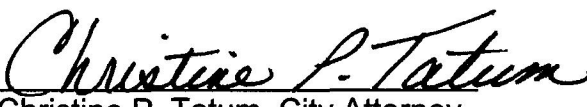
Patricia Snider, City Clerk

By: 

Eric Jablin, Mayor

[SEAL]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: 

Christine P. Tatum, City Attorney

Executed by the Association this 8 day of AUGUST, 2003.

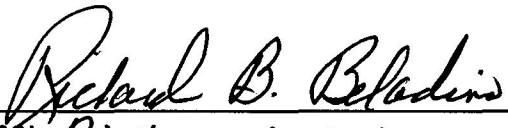
ASSOCIATION:

ATTEST:

SIENA OAKS HOMEOWNERS  
ASSOCIATION, INC., a Florida non-profit corporation

By: 

Secretary

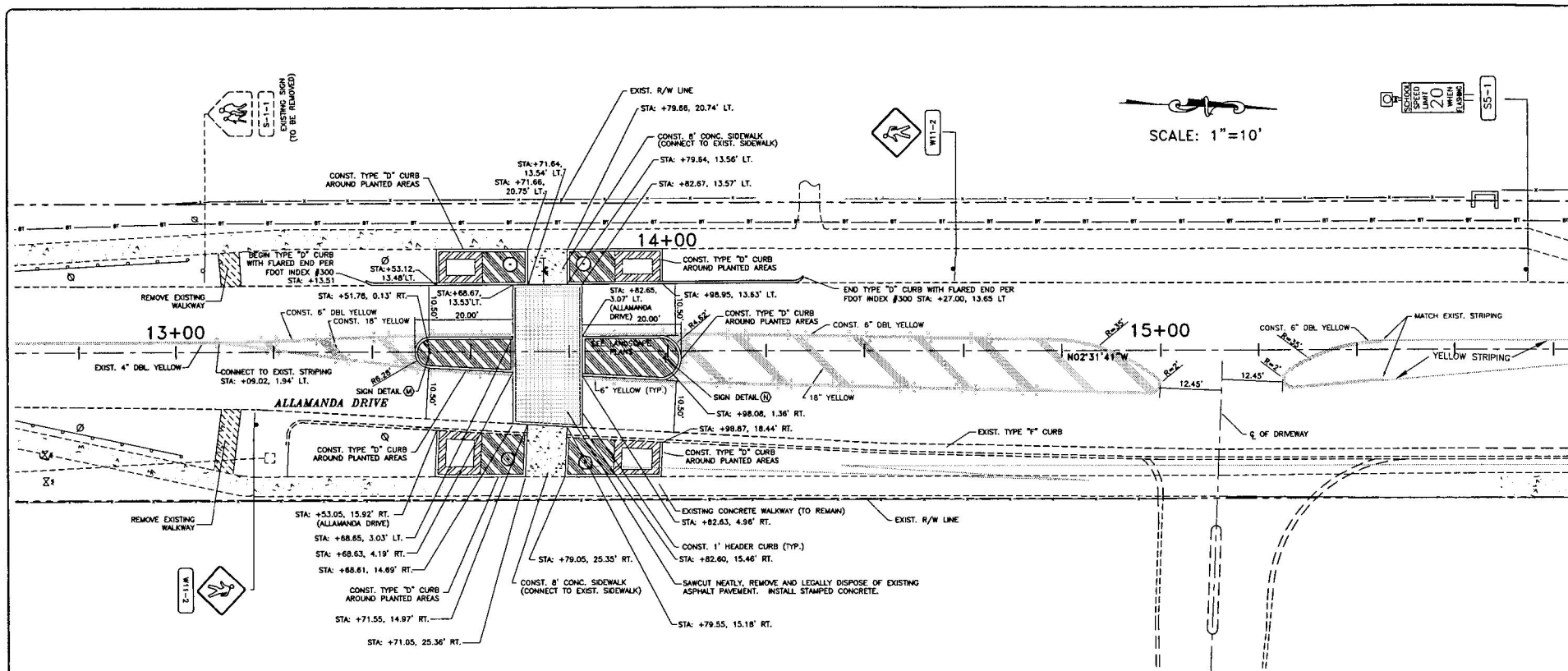
By: 

Name: RICHARD B BELADINO  
Title: PRESIDENT

[CORPORATE SEAL]

# **EXHIBIT “A”**

## **PLANS**



#### NOTES:

1. TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES BY THE CONTRACTOR. ALL TRAFFIC CONTROL & MAINTENANCE WILL CONFORM TO CURRENT DOT STANDARDS. WHERE THE WORK CROSSES OR INTERFERES WITH PEDESTRIAN CROSSINGS, EXTREME CARE SHALL BE TAKEN TO ENSURE THE SAFETY OF THE PEDESTRIAN.
2. WHERE EXISTING PAVEMENT IS TO BE REMOVED, THE CONTRACTOR SHALL SAW-CUT FOR CLEAN BUILT JOINT, REMOVE, AND DISPOSE OF PROPERLY.
3. PRIOR TO PLACEMENT OF NEW MATERIALS (STAMPED CONCRETE, STAMPED ASPHALT, OR CURB), THE CONTRACTOR SHALL VERIFY THAT THE EXISTING BASE IS PROPERLY COMPACTED TO 100% OF THE DENSITY REQUIRED IN AASHTO T-180.
4. PRIOR TO PLACEMENT OF LANDSCAPING, THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF EXISTING ROADWAY BASE MATERIAL.
5. CONCRETE SHALL BE REMOVED BY INITIALLY SAWING WITH A SUITABLE POWER SAW. WET AREA TO BE SAWED TO CONTROL DUST & DEBRIS.
6. STAMPED CONCRETE SHALL HAVE A MINIMUM THICKNESS OF 6\".
7. SEE SITE DEVELOPMENT PLANS, LANDSCAPE AND IRRIGATION PLANS FOR ADDITIONAL INFORMATION.
8. ALL EXISTING STRIPING SHALL BE REMOVED WITHIN PROJECT LIMITS.

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**VERIFY SCALE**  
 BAR IS EQUAL TO ONE  
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 ADJUST ALL SCALED  
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**lbh**  
 CONSULTING CIVIL ENGINEERS,  
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 3550 S.W. Corporate Parkway, Palm City, Florida 34990  
 (772) 286-3883 Fax: (772) 286-3925  
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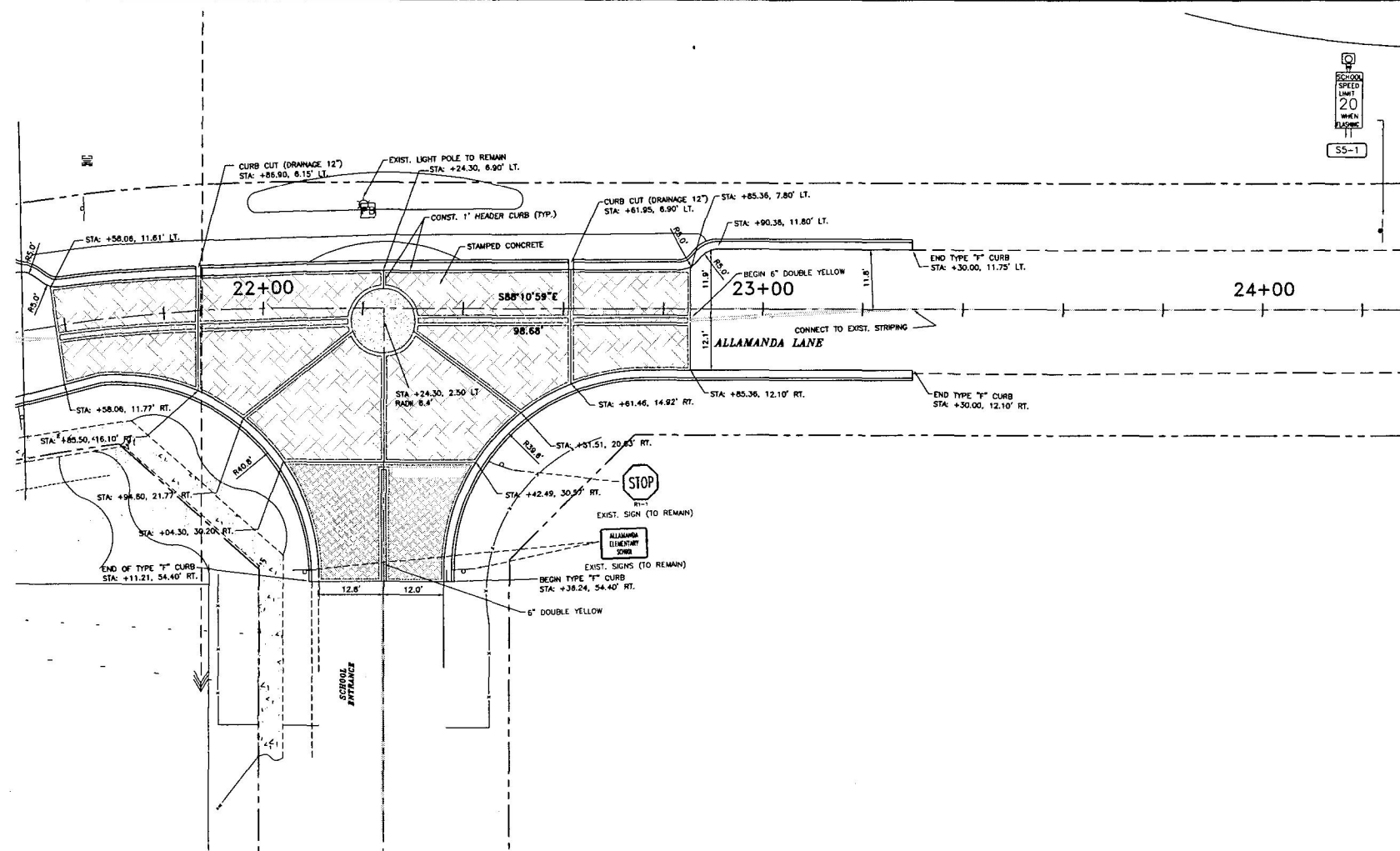
City of Palm Beach Gardens  
 Allamanda Drive / Allamanda Lane  
 Traffic Calming Details  
 TC-1

© 2001 LBH Inc.  
 LBH PROJECT No:  
 00-4107  
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SCALE: 1"=10'



| DATE | BY | REVISIONS |
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**VERIFY SCALE**  
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ADJUST ALL SCALED  
DIMENSIONS ACCORDINGLY



**lbfi**  
INC.

CONSULTING CIVIL ENGINEERS,  
SURVEYORS & MAPPERS  
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**City of Palm Beach Gardens**  
Allamanda Drive / Allamanda Lane  
**Traffic Calming Details**  
TC-3

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LBFI PROJECT No.  
**00-4107**  
SHEET  
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# **EXHIBIT “B”**

## **SCHEDULE OF CONSTRUCTION/ INSTALLATION**

**SCHEDULE OF CONSTRUCTION/INSTALLATION FOR ALLAMANDA  
TRAFFIC CALMING**

| <b>Description of Work</b> | <b>Begin Date</b>   | <b>Estimated Completion Date</b> |
|----------------------------|---------------------|----------------------------------|
| Hardscape Improvements     | August 1, 2003      | September 15, 2003               |
| Lighting conduit           | September 15, 2003  | September 30, 2003               |
| Landscape and Irrigation   | September 15, 2003  | October 10, 2003                 |
| FPL Lighting Installation  | September 30, 2003* | October 15, 2003*                |

\*Date is dependent upon FPL lighting agreement with Siena Oaks Homeowners Association, Inc.

# **EXHIBIT "C"**

## **IRRIGATION CONTROLLER**

IRRIGATION  
CONTROLLER

SCALE: 1"=10'

| CURVE TABLE ALLAMANDA CONSTRUCTION CENTERLINE |         |        |         |        |               |
|-----------------------------------------------|---------|--------|---------|--------|---------------|
| CURVE                                         | RADIUS  | LENGTH | TANGENT | CHORD  | BEARING       |
| C1                                            | 470.00' | 78.32' | 39.25'  | 78.23' | S 07°18'07" E |
| C2                                            | 470.00' | 93.78' | 47.05'  | 93.63' | N 06°21'34" W |
| C3                                            | 700.00' | 33.78' | 16.90'  | 33.78' | N 80°33'39" E |
| C4                                            | 700.00' | 55.15' | 27.59'  | 55.14' | N 77°15'35" E |
| C5                                            | 470.00' | 20.73' | 10.37'  | 20.73' | N 00°37'14" E |
| C6                                            | 319.98' | 93.90' | 47.29'  | 93.57' | S 83°24'30" W |

**VERIFY SCALE**  
BAR IS EQUAL TO ONE  
INCH ON ORIGINAL DRAWING  
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ADJUST ALL SCALED  
DIMENSIONS ACCORDINGLY



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BPR & FBPE License No. 959 www.lbh.com

City of Palm Beach Gardens  
Allamanda Drive / Allamanda Lane  
Traffic Calming Details  
TC-2

LBH PROJECT No.  
00-4107  
SHEET  
6  
TC07L02.dwg

**EXHIBIT "D"**

**AMENDMENT TO  
DECLARATION OF RESTRICTIONS  
FOR SIENA OAKS**

PROPOSED AMENDMENT TO  
DECLARATION OF RESTRICTIONS FOR  
SIENA OAKS

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

ARTICLE VI

MAINTENANCE OBLIGATION OF ASSOCIATION

\* \* \*

Section 3. Others. As deemed appropriate by the Board of Directors, the Association shall maintain as a common expense the vegetation, landscaping, and/or improvements (including, without limitation, light fixtures and the utility costs associated therewith) and/or sprinkler system upon areas which are not within the Properties but abut or are in the vicinity of the same or are owned by a utility or governmental authority, so as to enhance the appearance or safety of the Properties or otherwise benefit the Properties, the Association or the Unit Owners, as determined by the Board of Directors, such as, without limitation, swale areas or median areas within the right of way of abutting or nearby public streets, roads and areas within drainage canal rights of ways or other abutting or nearby waterways provided that the Association obtains any required approval or agreement from the property owner and/or applicable governmental authority and further provided the Association's insurance covers any liability related to any activities of the Association upon such property.

PROVISO; This section applies only to maintenance and repair of the above described items and areas to the extent agreed upon between the Association (through the Board of Directors) and the property owner and/or applicable governmental authority. Capital improvements, such as the addition of trees or shrubbery to non-Association property, must be approved by the Members. Notwithstanding the foregoing, the Association is specifically authorized to enter into that certain agreement with the City of Palm Beach Gardens entitled "Agreement for Installation and Maintenance of Traffic Calming Improvements" and to maintain certain landscaping and perform certain responsibilities with respect to certain lighting improvements and sprinkler heads, as a common expense, as more specifically described in said Agreement. Such landscaping, lighting improvements and sprinkler heads are located on property not within the Properties.