

BEAUMONT

**COMMUNITY DEVELOPMENT
DISTRICT**

March 11, 2024

BOARD OF SUPERVISORS

WORKSHOP

MEETING AGENDA

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Beaumont Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 570-0013

March 4, 2024

Board of Supervisors
Beaumont Community Development District

ATTENDEES:
Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Workshop on March 11, 2024 at 12:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items: 3 Minutes Per Speaker*)
3. Discussion: Overnight Parking/Enforcement
 - A. Rule Related to Overnight Parking and Parking Enforcement
 - B. City of Wildwood Agreement for Traffic Law Enforcement on Private Roads
4. Board Members' Comments/Requests
5. Public Comments (*Non-Agenda Items: 3 Minutes Per Speaker*)
6. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chuck Adams
District Manager

BOARD AND STAFF ONLY: TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

3A

EXHIBIT A

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on May 9, 2022, at a duly noticed public meeting, and after a public hearing, and as amended on January 8, 2023 at a duly noticed public meeting, the Board of Supervisors of the Beaumont Community Development District (“District”) adopted the following rule to govern overnight parking and parking enforcement on certain District property.

1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. **PARKING RULES.**

General

- a. Owners’ vehicles shall be parked in the garage or driveway of the respective Owner’s Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- f. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property overnight.
- g. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

Clubhouse

- h. Parking spaces in front of the mailboxes are 10-minute parking spaces.
- i. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed, except for in certain designated spots as permitted by the District’s amenity manager.

- j. Golf cart parking spaces are for golf cart use only.

Townhomes

- k. Parking spaces in front of the mailboxes are 10-minute parking spaces.
- l. Spaces across from the pool area are for amenity patrons and guests **only** and limited while enjoying the amenity area. Townhome vehicles may utilize these parking spaces when amenity area is closed as overflow parking. Vehicles are not allowed to utilize these spaces for a period exceeding twelve (12) hours.
- m. The additional overflow parking spaces in the Townhome area is for its patrons and guests only and for periods not exceeding twelve (12) hours.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
 - b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner’s expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
 - c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
- 4. OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney’s fees as a contractual lien or as otherwise provided by Florida law.
- 5. PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: May 9, 2022, as amended on January 8, 2023

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

3B

AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS

This Agreement for Traffic Law Enforcement on Private Roads (“Agreement”) located within the gated community of **BEAUMONT** is entered into by and between the **City of Wildwood**, (hereinafter “City”), and **Beaumont Community Development District** (hereinafter “Beaumont CDD”).

WITNESSETH:

WHEREAS, Beaumont CDD owns fee simple title to all private roadways lying within the gated community known as BEAUMONT (hereinafter “Private Roads”), more specifically described in **Exhibit “A”**, attached hereto and incorporated by reference; and

WHEREAS, pursuant to Florida law, the City does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Beaumont CDD; and

WHEREAS, Section 316.006(3)(b), Florida Statutes, provides that a city may exercise jurisdiction over any private road or roads if the city and the party owning such roads enter into a written agreement, approved by the governing board of the city, providing the city with traffic control jurisdiction; and

WHEREAS, the Beaumont CDD formally approved the exercise of traffic control jurisdiction by the City of Wildwood Police Department over the Private Roads; and

WHEREAS, the Beaumont CDD desires the City, through its Police Department, to enforce the traffic laws of the State of Florida over the Private Roads; and

WHEREAS, the parties desire to set forth the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the City and the Beaumont CDD hereby agree as follows:

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

2. ***Jurisdiction.*** The City agrees to exercise jurisdiction over enforcement of the traffic laws upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(3)(b), Florida Statutes, and as amended. The City agrees that the police department will enforce Florida Statutes, Chapter 316, State Uniform Traffic control and the Code of the City of Wildwood on the Private Roads, provided, however, that the foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the Private Roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the City police department.

3. **Signage.** The BEAUMONT gated community was developed under an approved design and engineered transportation network including appropriate signage meeting the Department of Transportation (“DOT”) standards. The Beaumont CDD shall be solely responsible for maintaining the existing signage, as well as the installation and maintenance of additional traffic control signs and other traffic control apparatus along the Private Roads, if necessary. The City shall have the right, but not the obligation, to require installation, maintenance, and modification of additional traffic control signs and other traffic control apparatus as the City may deem necessary for the enforcement of traffic laws on the Private Roads. The Beaumont CDD shall bear the sole cost for the installation, maintenance, or modification of all DOT approved traffic control signs.

4. **Authority in Addition to Existing Authority.** The City’s exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by City over the Private Roads and nothing herein shall be construed to limit or remove any such authority.

5. **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 City than that which the City would ordinarily be subjected to when providing its normal police services.

6. **Indemnification.** The Beaumont CDD shall indemnify and hold harmless the City, its agents, elected or appointed officials, officers and employees from any and all liability, claims, demands, damages, expenses, fees, penalties, suits, proceedings, actions and cost of actions (including attorneys’ fees and costs at trial and on appeal), of any kind or nature, arising or growing out of, or any way connected with City entering this Agreement. Notwithstanding the foregoing, this indemnification is not intended to waive the sovereign immunity of either party or to extend to or assume liability for the negligence of the City. Beaumont CDD’s liability pursuant to the indemnification hereunder shall be limited to the same extent and in the same manner as Beaumont CDD’s liability for tort claims is limited pursuant to Section 768.28, Florida Statutes. This indemnification and hold harmless shall survive any termination of this Agreement.

Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. **Road Maintenance.** Neither the existence of this Agreement, nor anything contained herein, shall impose any obligation or duty upon the City to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair, and construction or reconstruction of all Private Roads, drainage and signage within the gated community of **BEAUMONT** shall at all times be solely and exclusively the responsibility of the Beaumont CDD.

8. **Insurance.** The Beaumont CDD shall, at its sole expense, procure and maintain, for the duration of this Agreement, commercial general liability insurance with coverage that shall

be for not less than \$1,000,000.00 per occurrence and not less than \$1,000,000.00 in the aggregate. The City shall be named as an additional insured on the policy.

9. **Term.** The term of this Agreement shall be for a period of twenty (20) years, commencing on the date of the execution by the last of the two Parties signing hereto unless otherwise 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.

10. **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 City Commission of the City of Wildwood.

11. **Notice.** Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested, and shall be effective upon receipt of the same. Notice shall be delivered to each of the Parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to City:	City of Wildwood City Hall 100 N Main St. Wildwood, FL 34785
Copy to:	City Attorney's Office 601 S. 9 th Street Leesburg, FL 34748
As to Chief of Police:	City of Wildwood Police Department 3939 E. CR 462 Wildwood, FL 34785
As to Beaumont CDD:	Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

12. **Severability.** If any sentence, phrase, paragraph, provision, or portion of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be considered an independent provision, and the finding shall have no effect on the validity of the balance of this Agreement.

13. **No Third Party Beneficiary.** Nothing contained herein is intended nor shall be construed to waive the Beaumont CDD's or the City's rights and immunities under common law or §768.28, F.S., as amended from time to time, nor shall anything included herein be construed as consent to be sued by any third party in any manner arising out of this Agreement. These provisions shall survive the termination or expiration of this Agreement. Furthermore, any judicially construed waiver of Beaumont CDD's or City's sovereign immunity shall not be broadly construed so as to inure to the benefit of and third party, including, but not limited to, any other person, business or public entity.

IN WITNESS WHEREOF, the Parties have executed this Agreement for Traffic Law Enforcement on Private Roads for the community of **BEAUMONT** on the dates indicated below.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

Ed Wolf, Mayor

ATTEST: _____
Jessica Barnes, City Clerk

[Remaining Signatures on Following Page]

BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT

BY: _____

NAME: _____

TITLE: _____

DATE: _____

WITNESS:

(Signature)

(Signature)

(Print Name)

(Print Name)

EXHIBIT "A"
LEGAL DESCRIPTION