

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Baptist Church of Sweetwater, Inc., Traffic Signal Maintenance Agreement

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: *W. Gary Johnson* **CONTACT:** Melonie C. Barrington, P.E. EXT. 5676
W. Gary Johnson, Director County Traffic Engineer

Agenda Date <u>06/14/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Authorize the Chairman to execute the Traffic Signal Maintenance Agreement between Seminole County and First Baptist Church of Sweetwater, Inc. for the traffic signal located at Wekiva Springs Road Mid-Block Pedestrian Crossing Signal.

District 3 - Commissioner Van Der Weide (Melonie C. Barrington, P.E.)

BACKGROUND:

The First Baptist Church of Sweetwater has facilities on both sides of Wekiva Springs Road and has requested a mid-block pedestrian crossing signal for the safe travel of patrons from one side of the road to the other. The County will be paying for 100 percent (100%) of the cost to install the signal and 100 percent (100%) of the power costs. The Church will pay fifty percent (50%) of the annual fee to the County for maintenance of the signal. This Traffic Signal Maintenance Agreement outlines the responsibilities of the Church and the County.

After execution of this Traffic Signal Maintenance Agreement, Seminole County will maintain this location.

Attachment: Agreement

Reviewed by:	
Co Atty:	<u>AHS</u>
DFS:	<u>N/A</u>
Other:	<u>N/A</u>
DCM:	<u><i>[Signature]</i></u>
CM:	<u><i>[Signature]</i></u>
File No.	<u>CPWTE01</u>

TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS COVENANT, made this _____ day of _____, 2005, by and between FIRST BAPTIST CHURCH OF SWEETWATER, INC, a Florida not-for-profit corporation whose address is 3800 Wekiva Springs Road, Longwood, Florida 32779, hereinafter referred to as the "OWNER", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, *Chapter 125, Florida Statutes*, grants counties broad home rule powers to perform acts in the public interest; and

WHEREAS, the OWNER will need continuing maintenance of a new mid-block pedestrian traffic signal at the intersection of Wekiva Springs Road with certain sidewalks fronting OWNER's property; and

WHEREAS, the OWNER and the COUNTY recognizes that there is a need to develop a coordinated effort for the repair of traffic signals in order to facilitate traffic engineering, the safe and efficient flow of traffic as well as pedestrian safety in Seminole County; and

WHEREAS, the OWNER and the COUNTY desire to enter into a mutually beneficial relationship whereby the COUNTY will maintain on a cost basis one or more traffic signals installed by the COUNTY for the account of the OWNER at said intersection, for which the OWNER will retain financial responsibility for necessary continuing maintenance.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION 1. RESPONSIBILITIES OF THE COUNTY.

(a) Maintenance Service. The COUNTY shall provide maintenance service for one or more traffic signal(s). A specific listing of the traffic signal(s) (hereinafter referred to as the "Traffic Signals") within the scope of this Covenant is contained in Exhibit "A," attached hereto and incorporated herein by reference. For the purpose of this agreement, Traffic Signals includes, but is not limited to, traffic signals, traffic warning signals, pedestrian traffic signals, school flashers or warning flashers, variable message signs, and pedestrian signals. The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capability in terms of ordinary repair and availability of parts. If major damage occurs to the signal controller of any of the Traffic Signals and such damage is beyond the COUNTY's ordinary ability to repair, it may be necessary to either:

(1) Remove the controller and place the signal in temporary flashing mode until the said controller can be repaired elsewhere; or

(2) Replace the controller with a back-up unit.

In the event the said controller needs to be repaired elsewhere or replaced, OWNER agrees to reimburse the COUNTY for all reasonable costs, as hereinafter defined, of such major repair or replacement.

(b) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current repair manual promulgated by the Florida Department of Transportation pursuant to *Section 316.0745, Florida Statutes*.

(c) Request for Payment. The COUNTY agrees to send invoices for all charges relating to the Service Component (see Section 3 hereof) at least two (2) times per year, in April and September. Charges relating to the Electronic Component as calculated in Section 3 hereof may be invoiced on a quarterly basis or as the COUNTY incurs these expenses. Failure to observe these schedules or formats will not invalidate any request.

SECTION 2. RESPONSIBILITIES OF THE OWNER.

(a) Payment. The OWNER agrees to pay for the goods and services provided by the COUNTY pursuant to this Covenant on a materials cost (herein referred to as "Electronic Component") and service cost (herein referred to as "Service Component") basis.

(b) Time. The OWNER agrees to pay each invoice rendered hereunder by the COUNTY within thirty (30) days of a request for payment, time being of the essence.

(c) Notice to Successors, Grantees and Assigns. OWNER shall give the COUNTY contemporaneous notice of any transfer of fee title in its properties served by the Traffic Signals. OWNER shall give its successors, grantees and assigns written notice of this Covenant, which shall also be executed in form adequate for recording in the public land records of Seminole County and shall become a covenant running with the land, described more particularly herein as:

SEE ATTACHED COMPOSITE EXHIBIT "B"

SECTION 3. CALCULATION OF CHARGES.

(a) Service Component. The OWNER shall pay the COUNTY a flat routine maintenance charge as the Service Component, which shall be calculated by the County

Traffic Engineer as one-half (1/2) of the average County-wide annual actual cost of traffic signal maintenance services provided by the COUNTY, for both COUNTY-owned signals and those not owned by the COUNTY. The charge for the Service Component may fluctuate upward on an annual basis depending on recalculation of reasonable average costs. The Service Component charge for the initial year of this Covenant and for each year thereafter shall be as set forth in Exhibit "A" until the foregoing average actual cost of maintenance is recalculated by the County Traffic Engineer and written notice, such as an invoice, is given to OWNER.

(b) Electronic Component. The COUNTY will submit charges or invoices to the OWNER for the repair and replacement of the Electronic Components, separately from the Service Component. The Electronic Components shall, without limitation, include the controller, conflict monitor, loop detectors, opticom controller and detectors, and any Priority Preemption System equipment.

SECTION 4. TERM. This Covenant shall take effect upon execution by the COUNTY (the OWNER having signed first) and shall remain in force perpetually unless terminated as provided herein.

SECTION 5. TERMINATION OF THE COVENANT. Without impairing its right to receive OWNER's payments already owing, the COUNTY may terminate this Covenant at any time by giving the OWNER thirty (30) days written notice thereof.

SECTION 6. NOTICES.

(a) Notice hereunder from one party to the other may be sent to:

FOR THE COUNTY:

Melonie Barrington, P.E.
County Traffic Engineer
140 Bush Loop
Sanford, FL 32773

FOR OWNER:

Dr. John Holloway,
Executive Associate Pastor, Administration
First Baptist Church of Sweetwater, Inc.
3800 Wekiva Springs Road
Longwood, Florida 32779

Any party may change, by written notice as provided herein, its addresses or persons designated for receipt of notices.

(b) For the purpose of annual budgeting, the COUNTY will submit a written notice to the OWNER by March 1st of each year for all charges provided herein, to the extent they can be anticipated from prior years' charges.

SECTION 7. REPRESENTATIONS. The undersigned persons signing on behalf of the OWNER represents that (s)he is the designated officer or general partner acting for the OWNER; that this document has been reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the respective entity has likewise authorized the undersigned to bind OWNER to the terms and conditions contained in this Covenant.

SECTION 8. SEVERABILITY. If any provision of this Covenant or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Covenant which can be

given effect without the invalid provision or application, and to this end the provisions of this Covenant are declared severable.

SECTION 9. ENTIRE AGREEMENT.

(a) The entire agreement of the parties is contained herein and this Covenant supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Covenant shall be valid only when expressed in writing and duly signed by all parties, except as provided in Section 3.

SECTION 10. GOVERNING LAW. The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County.

SECTION 11. PARTIES BOUND. This Covenant is binding upon and shall inure to the benefit of OWNER and COUNTY, and their successors, grantees and assigns.

SECTION 12. CONFLICT OF INTEREST.

(a) The OWNER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Covenant with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The OWNER hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*,

as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNER, and that no such person shall have any such interest during the term of this Covenant.

(c) [Intentionally left blank.]

(d) The OWNER shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

IN WITNESS WHEREOF, the parties have executed this Covenant as of the day and year first above written.

ATTEST:

Signed, sealed and delivered
in our presence as witnesses

**FIRST BAPTIST CHURCH OF SWEETWATER
INC.**

Jenny H Prescott
Signature

By: Dr. John Holloway
DR. JOHN HOLLOWAY
Executive Associate Pastor

Jenny H Prescott
Print Name

Date: 5-5-05

Edward M. Hallock
Signature

EDWARD M. HALLOCK
Print Name

STATE OF Florida)
COUNTY OF Sumner)

The foregoing instrument was acknowledged before me this 5 day of May 2005, by Dr. John Holloway, the Executive Associate Pastor for the FIRST BAPTIST CHURCH OF SWEETWATER, INC, a Florida not-for-profit corporation. He is personally known to me or produced _____ as identification.



JM Rodriguez
My Commission DD325883
Expires July 23, 2008

JM Rodriguez
Print Name J.M. Rodriguez
Notary Public in and for the County _____
and State Aforementioned
My commission expires: July 23, 2008

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

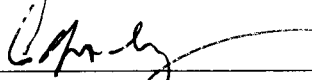
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON D. HENLEY, CHAIRMAN

Date: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2005, regular meeting



County Attorney

AS/dre
4/29/05

Attachments:

Exhibit "A"

Composite Exhibit "B"

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EXHIBIT "A"

**LOCATION OF TRAFFIC SIGNALS WITHIN THE SCOPE OF THE COVENANT
BETWEEN SEMINOLE COUNTY AND
FIRST BAPTIST CHURCH OF SWEETWATER , INC.**

The following traffic signal(s) which do not have the Priority Preemption System are located at:

Wekiva Springs Road and sidewalks that align with each other, with a sidewalk at the main campus of First Baptist Sweetwater at the north side of Wekiva Springs Road and the sidewalk opposite to the south at Wekiva Springs Road, as shown at approximately Station 155 + 20 of the "Wekiva Springs RD @ First Baptist Sweetwater Pedestrian Signal" Plan for Wekiva Springs Road and First Baptist Church of Sweetwater, Inc. by Charlie R. Wetzel of Seminole County Traffic Engineering, dated 4/05, and as may be modified or amended.

The following traffic signal(s) which have the Priority Preemption System are located at the intersections of:

B. NONE

SERVICE COMPONENT OF CHARGES FOR TRAFFIC SIGNALS

The annual charge for the Service Component as provided under subsection 3(a) of this Covenant shall be NINE HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$925.00) until recalculated in accordance with said subsection.

COMPOSITE EXHIBIT "B"

SECTIONS 31 AND 32, TOWNSHIP 20 SOUTH, RANGE 29 EAST
SEMINOLE COUNTY, FLORIDA
DESCRIPTION

Commence at the intersection of the Northerly right-of-way line of Wekiva Springs Road, according to the plat thereof as recorded in Plat Book 6, Page 25 of the Public Records of Seminole County, Florida and the Easterly right-of-way line of Miami Springs Road, as recorded in Official Records Book 551, Page 102 of said Public Records and run N 01°04'56"W along said Easterly right-of-way line 289.59 feet to the Point of Beginning, thence continue N 01°04'56"W along said Easterly right-of-way line 60.06 feet to a point on the Southerly line of Lot 4 of PEACE VALLEY MIAMI SPRINGS, according to the plat thereof as recorded in Plat Book 9, Page 51 of said Public Records, thence run S 88°39'42"E along the South line of Lots 4, 5, 6 and 7 of said PEACE VALLEY MIAMI SPRINGS, 182.69 feet to the P.C. of a curve concave Southwesterly, having a radius of 125.71 feet, and a chord bearing of S 69°05'15"E, thence run Southeasterly along said curve 85.89 feet through a central angle of 39°08'54" to the P.T., thence run S 49°30'48"E 19.78 feet, thence run N 40°29'12" E 52.48 feet to the Southwest corner of Lot 9 of said PEACE VALLEY MIAMI SPRINGS, thence run S 88°39'42"E along the South line of Lots 9 through 17 of said PEACE VALLEY MIAMI SPRINGS, 699.36 feet to a point on the Westerly line of Block "B", SWEETWATER COVE, according to the plat thereof as recorded in Plat Book 20, Pages 3 and 4 of said Public Records, thence run along the Westerly lines of said Block "B" as follows: S08°03'46"W 270.19 feet to a point on a curve concave Southwesterly having a radius of 430.00 feet and a chord bearing of S45°12'35"E, thence run Southeasterly along said curve 358.15 feet through a central angle of 47°43'17" to the P.R.C. of a curve concave Northeasterly having a radius of 300.00 feet, thence run Southeasterly along said curve 82.96 feet through a central angle of 15°50'36" to the P.R.C. of a curve concave Southwesterly having a radius of 300.00 feet, thence run Southeasterly along said curve 188.85 feet through a central angle of 36°04'05" to the P.R.C. of a curve concave Northeasterly having a radius of 30.00 feet, thence run Southeasterly along said curve 31.11 feet through a central angle of 59°24'20" to a point on the Northerly right-of-way line of said Wekiva Springs Road, thence run N70°53'22"W along said Northerly right-of-way line 323.82 feet, thence run N70°55'08"W along said Northerly right-of-way line 858.40 feet, thence run N01°04'56"W 353.59 feet to a point on a curve concave Southwesterly having a radius of 110.24 feet and a chord bearing of N80°42'39"W, thence run Northwesterly along said curve 30.60 feet through a central angle of 15°54'05" to the P.T., thence run N88°39'42"W 180.16 feet to the Point of Beginning.

Parcel I.D. Nos.: 31-20-29-300-006C-0000; 32-20-29-300-003A-0000

COMPOSITE EXHIBIT "B"

The East 330 feet of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$
of Section 31, Township 20 South, Range 29 East, lying Southerly
of Wekiwa Springs Road, all being in Seminole County, Florida

Parcel I.D. No.: 31-20-29-300-006B-0000