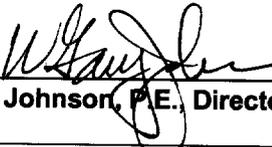


**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Northland, A Church Distributed, Inc., Traffic Signal Maintenance Agreement

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

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

Agenda Date 06/28/05    Regular     Consent     Work Session     Briefing   
Public Hearing – 1:30       Public Hearing – 7:00

**MOTION/RECOMMENDATION:**

Authorize the Chairman to execute the Traffic Signal Maintenance Agreement between Seminole County and Northland, A Church Distributed, Inc., for the traffic signal located at Dog Track Road and Northland, A Church Distributed, Inc.

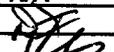
District 4 – Commissioner Henley      (Melonie C. Barrington, P.E.)

**BACKGROUND:**

Northland, A Church Distributed, Inc., is expanding its facilities and parking. An improvement plan, including a proposed signal for the church's exit onto Dog Track Road, was approved by the County. A traffic signal warrant analysis was conducted demonstrating the need for the signal. The church will be paying for 100 percent (100%) of the cost to install the signal, 100 percent (100%) of the power costs, and also an annual fee to the County for maintenance of the signal. This Traffic Signal Maintenance Agreement outlines the responsibilities of the church and County.

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

Attachment: Agreement

Reviewed by: \_\_\_\_\_  
Co Atty: AHS  
DFS: N/A  
Other: N/A  
DCM:   
CM:   
  
File No. CPWTE01

**TRAFFIC SIGNAL MAINTENANCE COVENANT**

**THIS COVENANT**, made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2005, by and between NORTHLAND, A CHURCH DISTRIBUTED, INC., a Florida non profit corporation whose address is 530 Dog Track Road, Longwood, Florida 32750, 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 new traffic signals at the intersection of Dog Track Road with certain of the OWNER's driveways; 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 and the safe and efficient flow of traffic 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 electrical power and 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, 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. The OWNER also agrees to pay for the full cost of Electrical Power required to operate said Traffic Signals and to be billed by, and make payment directly to, the appropriate power company.

(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 is calculated by the County Traffic Engineer from 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.

(c) Priority-preemption equipment. Reasonable additional charges will be levied for relamping and maintenance of the priority pre-emption system, if any is installed.

**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:**

Mr. Joshua Hunter, Director of Operations  
Northland Church  
530 Dog Track Road  
Longwood, Florida 32750-6546

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.

**SIGNATURE BLOCKS BEGIN ON PAGE 8**

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

**NORTHLAND, A CHURCH DISTRIBUTED, INC.**

Angelia Morris  
Signature

By: [Signature]  
Kerry Augustine, as its  
Vice Chairman/Director

Angelia Morris  
Print Name

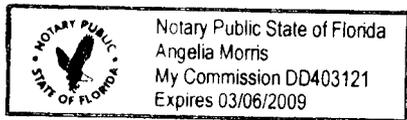
Date: 6-6-2005

[Signature]  
Signature

JOSH HUNTER  
Print Name

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6 day of June 2005, by Kerry Augustine, the Vice Chairman/Director of NORTHLAND, A CHURCH DISTRIBUTED, INC., a Florida not-for-profit corporation. He is personally known to me or has produced personally known as identification.



Sign Name Angelia Morris  
Print Name Angelia Morris  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 3/6/09  
Serial No. 00403121

**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  
5/20/05

Attachments  
Exhibit "A"  
Composite Exhibit "B"

**EXHIBIT "A"**

**LOCATION OF TRAFFIC SIGNALS WITHIN THE SCOPE OF THE COVENANT  
BETWEEN SEMINOLE COUNTY AND  
NORTHLAND, A CHURCH DISTRIBUTED, INC.**

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

Dog Track Road and the two exits that align with each other, which include the westernmost exit to the parking lot of Northland Community Church on the north side of Dog Track Road and the exit opposite to the south on Dog Track Road, as shown on Sheet No. T-3 at approximately Stations 529 through 530 of the Signalization Plan for Dog Track Road and Northland Community Church by Traffic Planning and Design, Inc., dated 8/04, 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 under subsection 3(a) of this Covenant shall be ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$1,850.00) until recalculated in accordance with said subsection.

COMPOSITE EXHIBIT "B"

A portion of Lot 10, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, Page 99, of the Public Records of Seminole County, Florida, and being more particularly described as follows:

Beginning at the southwest corner of said Lot 10; thence N 00°07'02" E along the west line of said Lot 10 a distance of 625.10 feet to the northerly line of said Lot 10; thence S 89°32'59" E along said northerly line a distance of 76.69 feet to the westerly line of said Lot 10; thence N 00°02'01" E along said westerly line a distance of 88.58 feet to the northerly line of said Lot 10; thence S 89°51'27" E along said northerly line a distance of 253.16 feet to the easterly line of said Lot 10; thence S 00°04'02" W along said easterly line a distance of 308.60 feet; thence N 89°25'32" W leaving said easterly line a distance of 290.00 feet; thence S 00°07'02" W a distance of 407.85 feet to the southerly line of said Lot 10; thence N 88°25'58" W along said southerly line a distance of 40.01 feet to the point of beginning.

Parcel I.D. No.: 05-21-30-518-0000-0100

COMPOSITE EXHIBIT "B"

Lot 10, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, page 99, of the Public Records of Seminole County, Florida, LESS the following described property:

Commence at the Southwest corner of Lot 10, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, page 99, or the Public Records of Seminole County, Florida; thence run N.  $00^{\circ} 07' 04''$  E. along the West line of said Lot 10, 513.62 feet to the Point of Beginning; thence continue N.  $00^{\circ} 07' 04''$  E. 111.53 feet; thence along the Westerly, Northerly, and Easterly lines of said Lot 10 the following: S.  $89^{\circ} 35' 00''$  E. 76.45 feet; N.  $00^{\circ} 00' 00''$  E. 88.62 feet; S.  $89^{\circ} 52' 43''$  E. 253.18 feet; S.  $00^{\circ} 03' 12''$  W. 248.56 feet; thence leaving said Easterly line of Lot 10, run N.  $89^{\circ} 24' 51''$  W. 273.17 feet; thence N.  $50^{\circ} 24' 09''$  W. 73.28 feet to the Point of Beginning. Said parcel contains 1.6856 acres.

Parcel I.D. No.: 05-21-30-518-0000-010A

**COMPOSITE EXHIBIT "B"**

LOT 11, CENTRAL PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 99, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**Parcel I.D. No.: 05-21-30-518-0000-0110**

**COMPOSITE EXHIBIT "B"**

The south 150 feet of the East 136.5 feet of Lot 6, less the East 10 feet thereof, and all of Lot 7, CENTRAL PARK, according to the Plat thereof, as recorded in Plat Book 6, Page 99, Public Records of Seminole County, Florida.

**Parcel I.D. No.(s): 05-21-30-518-0000-007A,**

**05-21-30-518-0000-006B,**

**05-21-30-518-0000-0070**

## COMPOSITE EXHIBIT "B"

Lot 13, CENTRAL PARK, according to the Plat thereof, as recorded in Plat Book 6, Page 99, Public Records of Seminole County, Florida.

LESS

A portion of Lot 13, CENTRAL PARK, SECTION 5, TOWNSHIP 21 SOUTH, RANGE 30 EAST, according to the plat thereof, as recorded in Plat Book 6, Page 99, of the Public Records of Seminole County, Florida, being described as follows:

Commence at a 2" pipe with no RLS Number marking the Southwest corner of the Southeast Quarter of Section 5, Township 21 South, Range 30 East, Seminole County, Florida, said point also being a point on the West line of Lot 13, CENTRAL PARK, according to the plat thereof, as recorded in Plat Book 6, Page 99, of the Public records of Seminole County, Florida; thence North 00 degrees 00 minutes 45 seconds West along the West line of the Southeast Quarter of said Section 5 and the West line of said Lot 13, a distance of 496.18 feet to the POINT OF BEGINNING; thence continue along North 00 degrees 00 minutes 45 seconds West the West line of said Section 5 and said Lot 13, a distance of 9.44 feet to the Northwest corner of said Lot 13 and a point on the Southerly right of way line of Seminola Boulevard; thence South 88 degrees 43 minutes 41 seconds East along the North line of said Lot 13 and said Southerly right of way line 189.21 feet to the point of curvature of a curve concave Southerly having a radius of 1178.10 feet, a central angle of 13 degrees 05 minutes 52 seconds and a chord bearing of South 82 degrees 10 minutes 45 seconds East; thence Southeasterly along the North line of said Lot 13, said Southerly right of way line and the arc of said curve 269.31 feet to a point on curve and the Northeast corner of said Lot 13; thence South 00 degrees 32 minutes 11 seconds West along the East line of said Lot 13, a non-radial line, 8.53 feet to a point on curve concave Southerly, having a radius of 1119.33 feet, a central angle of 11 degrees 46 minutes 12 seconds and a chord bearing of North 82 degrees 03 minutes 52 seconds West; thence Northwesterly along the arc of said curve 229.94 feet to the point of tangency; thence North 87 degrees 56 minutes 58 seconds West, 228.11 feet to the POINT OF BEGINNING.

**Parcel I.D. No.: 05-21-30-518-0000-0130**

**COMPOSITE EXHIBIT "B"**

LOT 6, CENTRAL PARK, according to the Plat thereof as recorded in Plat Book 6, Page 99, Public Records of Seminole County, Florida, less the following:

Begin at a point 10 feet East of the Southwest corner of said Lot 6, CENTRAL PARK, run thence East along the northerly right-of-way of Seminola Blvd., a distance of 155.4 feet, thence run North 313 feet, thence run West 155.4 feet, thence run South 313 feet, more or less to the Point of Beginning, and less the following:

Begin at a point 10 feet West of the Southeast corner of said Lot 6, CENTRAL PARK, run thence West along the northerly right-of-way of Seminola Blvd., a distance of 126.5 feet, thence run North 150 feet, thence run East 126.5 feet, thence run South 150 feet to the point of beginning.

Containing 198445 Square Feet or 4.556 acres, more or less.

**Parcel I.D. No.: 05-21-30-518-0000-0060**

## COMPOSITE EXHIBIT "B"

Lot 2, TATE SUBDIVISION, according to the plat thereof as recorded in Plat Book 31, Page 38, of the Public Records of Seminole County, Florida.

Together with an access easement granted by virtue of that certain instrument recorded in Official Records Book 1598, Page 315, of the Public Records of Seminole County, Florida, described as follows:

Commence at the SW corner of Lot 14, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, Page 99, of the Public Records of Seminole County, Florida, run thence North 0 degrees 32 minutes 20 seconds East along the West line of said Lot 14, 120 feet; thence North 89 degrees 54 minutes 46 seconds East 212.48 feet to the Point of Beginning; thence continue North 89 degrees 54 minutes 46 seconds East 276.10 feet to a point on the West Right of Way of State Road 15 and 600; thence Southwesterly along said Right of Way along a curve to the left for a radius of 2911.26 feet, a distance of 56.69 feet; thence North 65 degrees 03 minutes 59 seconds West 26.33 feet; thence South 89 degrees 54 minutes 46 seconds West 90 feet; thence South 0 degrees 05 minutes 14 seconds East 10 feet; thence South 89 degrees 54 minutes 46 seconds West 137.77 feet; thence North 0 degrees 05 minutes 14 seconds West 50 feet to the Point of Beginning. And together with a Drainage Easement granted by virtue of that certain instrument recorded in Official Records Book 1598, Page 308, of the Public Records of Seminole County, Florida, described as follows: The South 7.5 feet of Lot 14, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, Page 99, of the Public Records of Seminole County, Florida, less the West 212.74 feet thereof and less Right of Way for U.S. Highway 17-92 on the East.

Starting at the Southwest corner of Lot 14, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, Page 99, of the Public Records of Seminole County, Florida, run thence South 89 degrees 35 minutes 20 seconds East along the Southerly line of said Lot 14, 123.19 feet to the intersection of the Southerly line of a 25 foot utility easement and the Point of Beginning; thence continue South 89 degrees 35 minutes 20 seconds East, 89.55 feet, thence North 00 degrees 24 minutes 40 seconds East, 71.85 feet, thence South 89 degrees 54 minutes 46 seconds West, 21.46 feet to a point on the Southerly line of the aforesaid 25 foot utility easement, thence run South 43 degrees 56 minutes 49 seconds West along said Southerly line 98.85 feet to the Point of Beginning.

Starting at the Southwest corner of Lot 14, CENTRAL PARK, according to the plat thereof as recorded in Plat Book 6, Page 99, of the Public Records of Seminole County, Florida, run thence South 89 degrees 35 minutes 20 seconds East along the Southerly line of said Lot 14, 212.74 feet to the Point of Beginning; thence continue South 89 degrees 35 minutes 20 seconds East 20.00 feet, thence North 22 degrees 56 minutes 58 seconds East, 8.12 feet, thence South 89 degrees 35 minutes 20 seconds East 45.00 feet, thence North 49 degrees 48 minutes 56 seconds West 43.52 feet, thence North 22 degrees 56 minutes 58 seconds East 40.00 feet, thence South 89 degrees 54 minutes 46 seconds West, 50.00 feet, thence South 00 degrees 24 minutes 40 seconds West, 71.85 feet to the Point of Beginning. (Note: The Drainage Easement both serves and encumbers the property)

**Parcel I.D. No.: 08-21-30-525-0000-0020**

COMPOSITE EXHIBIT "B"

A PORTION OF LOT 14, CENTRAL PARK, AS RECORDED IN PLAT BOOK 6, PAGE 99,  
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED  
AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE  $N00^{\circ}32'20''E$  ALONG  
THE WEST LINE OF SAID LOT 14 A DISTANCE OF 120.00 FEET FOR A POINT OF  
BEGINNING; THENCE CONTINUE  $N00^{\circ}32'20''E$  ALONG SAID WEST LINE A DISTANCE OF  
180.00 FEET; THENCE  $N89^{\circ}54'46''E$  A DISTANCE OF 244.95 FEET; THENCE  $S00^{\circ}05'14''E$  A  
DISTANCE OF 179.99 FEET; THENCE  $S89^{\circ}54'46''W$  A DISTANCE OF 246.91 FEET TO THE  
POINT OF BEGINNING.

CONTAINS: 44,265 SQUARE FEET OR 1.016 ACRES MORE OR LESS.

Parcel I.D. No.: 05-21-30-518-0000-014F