RESOLUTION NO. 2019- 14

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS BETWEEN ST. JOHNS COUNTY, THE ST. JOHNS COUNTY SHERIFF'S OFFICE, THE TROUT AND COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE AGREEMENT ON BEHALF OF ST. JOHNS COUNTY.

WHEREAS, St. Johns County, Florida, a political subdivision of the State of Florida, the St. Johns County Sheriff's Office, and The Trout Creek Community Development District a non-profit Florida Corporation, desire to enter into the Agreement for Traffic Control on District Roads (hereinafter, "Agreement") in substantially the same form as attached to this Resolution; and

WHEREAS, the purpose of the Agreement is for traffic control jurisdiction for the Sheriff's Office to conduct traffic enforcement on private roads not owned and maintained by the County; and

WHEREAS, the Parties desire to enter into the Agreement to serve such purpose; and

WHEREAS, nothing in this agreement will be constructed as imposing any obligation or duty upon the County to provide maintenance, drainage, repair, construction, or reconstruction of any improvement on the private roads; and

WHEREAS, entering into the Agreement will serve a public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

- Section 1. The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.
- Section 2. The Board of County Commissioners approves the terms, provisions, conditions, and requirements of the attached Agreement between the Parties and authorizes the County Administrator to execute the agreement on behalf of St. Johns County substantially in the same form as attached.
- Section 3. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.

Section 4. This resolution shall be effective upon adoption by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of Danuary 2019.

BOARD OF COUNTY COMMISSIONERS OF

ST. JOHNS COUNTY, FLORIDA

B

Attest:

Paul M. Waldron, Chair

RENDITION DATE 1/17/19



AGREEMENT FOR TRAFFIC CONTROL ON DISTRICT ROADS

This Agreement for Traffic Control on Public Roads located in the [NAME OF SPECIAL DISTRICT Trout Creek CDD ("District") is entered into by and between St. Johns County, Florida ("County"), a political subdivision of the State of Florida, the St. Johns County Sheriff's Office ("Sheriff"), and District, a local unit of special purpose government, established pursuant to Florida law, and located in St. Johns County, Florida.

WITNESSETH:

WHEREAS, District owns fee simple title to all the public roadways lying within the District (hereinafter "District Roads") more specifically described in Exhibit "A" which is attached hereto and incorporated herein; and

WHEREAS, pursuant to state statute, County does not have traffic control jurisdiction over District Roads such as those owned by District; and

WHEREAS, Florida Statute Section 316.006(3)(b) provides that a county may exercise jurisdiction over any District Roads if the County and the Special District owning such roads provide for County traffic control jurisdiction by a written agreement approved by the governing board of the county; and

WHEREAS, Florida Statute Section 316.006(3)(b) further provides that prior to entering into an agreement for traffic control jurisdiction over District Roads the governing board shall consult with the Sheriff; and

WHEREAS, District has requested that the County exercise traffic control jurisdiction upon certain District Roads identified herein; and

WHEREAS, the County and Sheriff are willing to exercise traffic control jurisdiction upon the District Roads; and

WHEREAS, Florida Statute Section 316.006(3)(b)(2) provides inter alia that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the sheriff of the county; and

WHEREAS, the Sheriff has waived this provision in writing.

NOW, THEREFORE, in consideration of the covenants and conditions herein, County and District hereby agree as follows:

- 1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.
- 2. Jurisdiction. County agrees to exercise jurisdiction over traffic control upon the District Roads pursuant to the terms and conditions expressed in Florida Statute Section 316,006(3)(b) and subject to the terms and conditions specified in Exhibit "B."
- 3. Traffic Study; Signage. District shall establish the speed limit for the District Roads and shall be responsible for posting the speed limit by appropriate, DOT approved signage along said roads. (See Exhibit "B.")
- 4. Authority in Addition to Existing Authority. The County's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to that authority presently exercised by County over the District Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.
- 5. Compensation. District shall compensate Sheriff for the services performed under this Agreement that are reasonably determined by the Sheriff to exceed normal traffic enforcement activities, at an hourly rate reasonably determined by the Sheriff.
- 6. Retainage of Revenues. All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the District Roads shall be apportioned in the manner set forth in applicable statutes.
- 7. 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 County or Sheriff than that which the County or Sheriff would ordinarily be subjected to when providing its normal police services.
- 8. Indemnification/Insurance. To the fullest extent permitted by law, District shall indemnify, defend, and hold the County and Sheriff (including all of their officers, employees and agents) harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the enforcement activities provided through this Agreement, or the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, District shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000), and shall file with the County current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the County and Sheriff as additional insureds as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County. Evidence (e.g., binder) of compliant insurance is attached as Exhibit "D."
 - 9. Road Maintenance. Neither the existence of this Agreement nor anything contained

herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the District Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the District shall at all times be solely and exclusively the responsibility of the District.

- 10. Term. The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless 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.
- 11. 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 Board of County Commissioners.
- 12. Notice. All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County:

St. Johns County Administrator

4020 Lewis Speedway St. Augustine, FL 32084

Copy to:

St. Johns County Attorney's Office

4020 Lewis Speedway St. Augustine, FL 32084

As to Sheriff:

St. Johns County Sheriff's Office

4015 Lewis Speedway St. Augustine, FL 32084

As to District:

Trout Creek CDD

c/o Melissa Dobbins-Rizzetta & @ 2806 N Fifth Street Unit 403 St Augustine, FL 32084

[Name and Mailing Address]

Copy to:

Hopping Green & Sams, P.A.

c/o Katie S. Buchanan

119 S Monroe Street, Suite 39

Tallahassee, FL 32301

[Legal counsel (if known)]

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

COUNTY ADMINISTRATOR ST. JOHNS COUNTY, FLORIDA

Date:	By:	
	DATE:	
ATTEST: Hunter S. Conrad, Clerk By:		
OFFICE AND ALL LOCAL AND ALL L		
Deputy Clerk		
	ST. JOHNS COUNTY SHERIFF'S OFFICE ST. JOHNS COUNTY, FLORIDA	
	By:	
	DATE:	

DISTRICT

	(Signature)
By: Andrew Smith	(Brightaure) (Print Name)
Title: Trout Creek- CDD Chairman	
Date:	
Witness Ur McC	(Signature)
DAGIEL E. McConnich	(Print Name)
Witness	(Signature)
NARC SZOWACE	(Print Name)

EXHIBIT "A"

DISTRICT ROADS

Legal Description

Exhibit A

Trout Creek CDD Owned Roads

**All roads within the development which are not behind gates are intended to fall within this TEA. The Roads/ROWs below are those that lie in areas of Phase I and Phase II which have been permitted and built and/or under construction. The CDD intends to have future roads fall under this same agreement.

Shearwater Parkway . **Appian Avenue**

Atlas Drive Bowery Avenue

Spindrift Court Vineyard Way

Skipjack Court **Windley Drive**

Burlcrest Court Grady Court

Archwood Drive **Anclote Way**

Beachberry Court

Totten Way

Palisade Drive Permit Court

Laurel Gate Lane Alvarado Court

Rivercliff Trail **Big Cat Court**

Bluffton Court Longtail Drive

Moorings Court Luna Drive

Howell Court Sapphire Lane

Kayak Club Drive **Agate Court**

Seahill Drive Viceroy Court

Hopetown Court Yeti Court

Ashbury Street **Appleton Court**

Dalton Court Luke Drive.

Beale Avenue Belinda Court

Watling Drive Dade Court

Falls Drive Cobalt Lane

Peakcock Street **Boylston Court**

Lombard Way

EXHIBIT "B" TRAFFIC STUDY; SIGNAGE

The following procedures are intended to provide the applicant with sufficient information to meet the requirements of Paragraph 3 of the Agreement titled: Traffic Study; Signage.

SECTION I - SUBDIVISION SIGNING AND MARKING PLAN

The applicant should contact the Records Management Officer at (904) 209-0706 and request the as-built subdivision file from the official records. The original plans for the subdivision may not have signing and marking plan. If a signing and marking plan does not exist, a provision to establish a plan will need to be included in the engineering scope of services.

SECTION II - ENGINEERING SERVICES

A Professional Engineer registered in the State of Florida shall provide engineering services. The applicant should seek professional services of an engineering firm that has expertise in Traffic Engineering. The engineering firm that designed the subdivision may have expertise in this field. If not, the Traffic Operations Section will provide the applicant with a list of consulting firms known to have experience in Traffic Engineering. Fees for professional services and expenses associated with the requirements of Paragraph 3 of the agreement will be the responsibility of the applicant.

SECTION III - ENGINEERING STUDY

The Engineering Study will consist of a Traffic Study Outline, Traffic Study Report, and Certified Signing Plan. The Traffic Study Outline will contain the proposed study methods and standards to be employed by the consultant, and shall reference applicable sections of the Manual on Uniform Traffic Control Devices. Approval of the study outline by Traffic Operations must be obtained prior to proceeding with field investigations.

Speed Limits must be established in accordance with Chapter 316 of the Florida Statutes. The methodology for establishing speed limits can be found in the Manual of Speed Zoning for Highways, Roads and Streets in Florida, published by the Florida Department of Transportation. Study methods for establishing speed limits will also be including in the Traffic Study Outline.

Golf Cart Use

Certain streets may be designated for golf cart use after a determination is made by your engineer, and confirmed by the County Traffic Operations that golf carts may safely travel on or cross the public road or street, considering factors including speed, volume and character of motor vehicle traffic using the road or street. With the exception of speed limits, the study procedures for golf cart use will follow the engineering study requirements in Section II, Engineering Services and Section III, Engineering Study.

A certification statement will be printed on the Signing Plan (see format below), which shall be affixed with the seal and signature of a Professional Engineer, registered in the State of Florida.

Traffic Control Plan Certification

DISTRICT Trout Creek CDD

This plan is an accurate representation of the type and location of each traffic control sign or device at the time of certification. Each sign or device shown herein has been field inspected and verified to be in conformance with the Manual on Uniform Traffic Control Devices. Speed limits as posted, have been established in accordance with Florida Statute 316.

Seal & Signature of Professional Engineer

FINAL SUBMITTAL

The applicant will submit the Certified Traffic Control Plan and Engineering Report to the Traffic Operations Section, 2470 Industry Center Road, St Augustine, Florida 32084. Following approval by the County Engineer, the applicant may proceed with completing the remaining requirements of the agreement.

If additional information or clarification is needed, please contact Greg Kennedy, Traffic Operations Manager at (904) 209-0178.



13901 Sutton Park Drive South, Suite 200 Jacksonville, Florida 32224-0119 'p 904.739.3655 f 904.730.3413 www.prosserinc.com

October 24, 2018

Mr. Jay Brawley
St. Johns County
4040 Lewis Speedway
St. Augustine, FL 32084

RE: Trout Creek CDD Traffic Enforcement Agency

Dear Mr. Brawley:

Thank you for the opportunity to provide this golf cart study to allow golf carts in the CDD rights of way of Trout Creek CDD, the Shearwater Development.

Background

This study is being submitted to conform with St John's County Ordinance 2018-42 to allow golf cart operation on certain roadways within Trout Creek CDD. This study also identifies where golf carts will be allowed within the roadway with traditional vehicles, on paths within the right of way but outside the roadway, or not be allowed within the right of way.

<u>Criteria</u>

St John's County Ordinance 2018-42 requires a review of the roadways to consider the speed, volume, and character of motor vehicle traffic. In order to allow carts within the roadway, the road must be posted 25 mph or less. This study recommends carts be allowed on the 12' multiuse paths only within the right of way of the Minor Collector (distributor roadway serving traffic between Major Collectors and local roads) of Shearwater Parkway from Pine Tree Ln to Appleton Court. This recommendation is acceptable due to the low speed limit (30 mph), minimal crossings, and character of the roadway. This study also recommends carts be allowed within the travel way on the remaining Local Roads (roadway used primarily for direct access to residential driveways or abutting roads) due to the low speed limit (25 mph), low projected volume, and character of these roadways.

Design of golf cart signage and markings are consistent with MUTCD criteria and also based on previous projects within the County. It is envisioned that carts will be allowed to cross Shearwater Parkway via midblock crossing at two locations to access local roads. These crossings will be used by pedestrians as well.

Shearwater Layout

The proposed layout and cart-use designations can be found in Appendix A.

Golf Cart Signage

A review of the projected conditions on future roadways has been completed to consider the projected speed, volume, and character of motor vehicle traffic. The result of this review determines what roadways should be allowed to have golf carts and their location within the right of way. Since these roadways have

Mr. Jay Brawley, St Johns County Trout Creek CDD Cart Study September 14, 2018 Page 2

not been designed, all details have not been determined. Significant projected intersections have been identified with typical details developed for review. These details can be found in Appendix B. Future road cart approval is conceptual, subject to final design approval at the time of permitting.

Results

This study and attached documents provide justification to allow golf carts on specified roadways in St John's County. It is envisioned that existing roadways would be allowed to have golf carts traverse the right of way upon installation of the identified signing and marking modifications. Future roadways will need to have permit approval through St Johns County development review with required signage.

Thank you

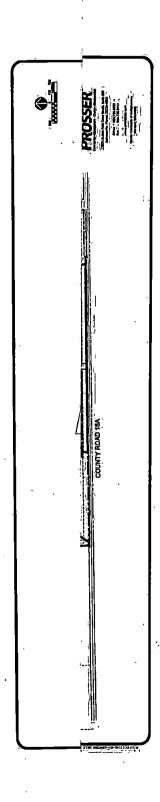
STATE OF 10

William R. 1 10/24/2019

Florida Professional Engineer # 76066

Mr. Jay Brawley, St Johns County Trout Creek CDD Cart Study September 14, 2018 Page 3

Appendix A

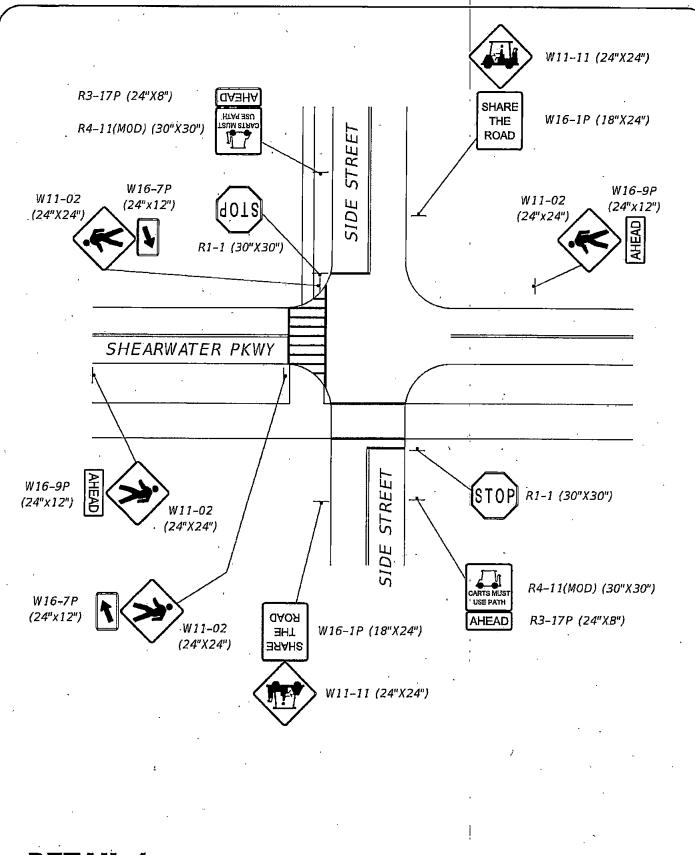


Mr. Jay Brawley, St Johns County Trout Creek CDD Cart Study September 14, 2018 Page 4

Appendix B







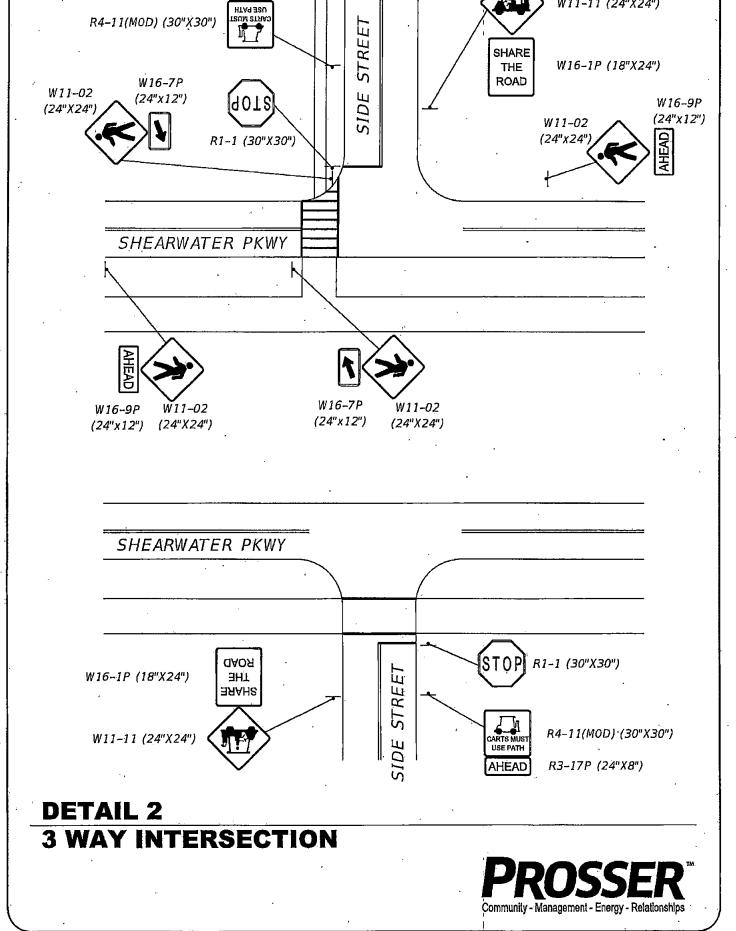
DETAIL 1 4 WAY INTERSECTION

PROSSER
Community - Management - Energy - Relationships



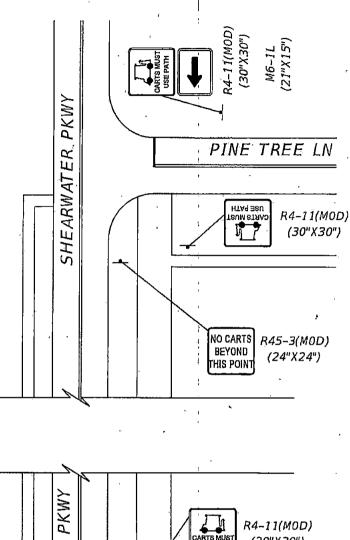
R3-17P (24"X8")

VHEAD



W11-11 (24"X24")

bcombs



SHEARWATER

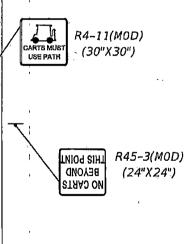


EXHIBIT "C" TRAFFIC CONTROL AGREEMENT AFFIDAVIT

STATE OF FLORIDA COUNTY OF ST. JOHNS

Before me the undersi	igned authority, personally	appeared (print name) ily swom, states as follows:
1. My name is (print name) $\overline{3}$	JYZAORAZO DAVES	, my
position/title is (position/title base my statements in this affi		
2. To the best of my knowledg	ge, all the roadways within (the property
description attached as Exhibi		Agreement are owned by
Further affiant sayoth r	16 (.	,
(affiant signature)	. ,	l
Subscribed and sworn (or affir name of affiant) <i>Toseph Brad</i> who has produced		rsonally known to me or
• • •	Mana Much Notary Public, State	al Canal
Dana Michele Thomas NOTARY PUBLIC ESTATE OF FLORIDA Comm# GG176139	Dana Michel	
©CE 1918 Expires 1/17/2022	Print, type or stamp Notary Public Commission Numbe	commissioned name of
	Commission Expires	

EXHIBIT "D" (ATTACH INSURANCE BINDER)



DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 11/12/2018 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Kristina Rudez PHONE (A/G. No. Ext): E-MAIL k Egis Insurance & Risk Advisors (321) 320-7665 250 International Parkway krudez@egisadvisors.com ADDRESS: Sulte 260 INSURER(S) AFFORDING COVERAGE NAIC # Lake Mary FL 32746 Florida Insurance Alliance INSURER A: INSURED INSURER B : Trout Creek Community Development District INSURER C : c/o Rizzetta & Co. INSURER D : 2806 North Fifth Street INSURER E St. Augustina FL 32084 INSURER F : COVERAGES 18-19 Master Llab **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDE SUBR TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR Included 6,000 MED EXP (Any one person) Υ 100118682 10/01/2018 10/01/2019 PERSONAL & ADV INJURY Included GENLAGGREGATE LIMITAPPLIES PER: GENERAL AGGREGATE TRO: Included POLICY: PRODUCTS - COMP/OF AGG Employee Benefits Per 1,000,000 OTHER: \$ COMBINED SINGLE LIMT (Ea accident) AUTOMOBILE LIABILITY s 1,000,000 OTUA YMA **ECDILY INJURY (Per person)** OWNED AUTOS ONLY SCHEDULED 100118682 10/01/2018 10/01/2019 BODILY INJURY (Per accident) NONLOWNED PROPERTY DAMAGE (Per accident) HIRED \$ AUTOS ONLY AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB AGGREGATE DED RETENTION WORKERS COMPENSATION Per Statute AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT **Public Officials Liability** 100118682 10/01/2018 10/01/2019 Per Claim \$1,000,000 **Employment Practices Liability** \$2,000,000 Aggregata DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as an Additional Insured as required by contract. Note: The most we will pay is further limited by the limitation set forth in Section 768.28(5), Florida Statutes (2010) or equivalent limitations of successor law which are applicable at the time of loss. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. St. Johns County St. Johns County Sheriffs Office 4020 Lewis Speedway AUTHORIZED REPRESENTATIVE FL 32084 St. Augustine

Will Lyon

From:

Sent: To:

Cc:

Subject: Attachments;

Rodney Cooper < rcooper@sjcfl.us> Friday, October 26, 2018 9:49 AM

Will Lyon

Brad Davis; Becky Ausili

FW: Shearwater Golf Carts and TEA

2018_10_24 Cart Report.pdf

Will,

be your contact with the SISO. I have copied Becky Ausili with the St Johns County Sheriff's Office. She will Thanks,

Rodney H. Cooper, P.E. County Traffic Engineer

ST. JOHNS COUNTY Traffic & Transportation Department 2750 Industry Center Road St. Augustine, FL 32084

Office: (904) 209-0111

From: Will Lyon [mailto:Wlyon@prosserinc.com] Sent: Thursday, October 25, 2018 2:21 PM

To: Rodney Cooper <rcooper@sjcfl.us> C: Brad Davis < BDavis@prosserinc.com> ubject: RE: Shearwater Golf Carts and TEA

Rodney - Happy Thursday.

ached is the report we discussed, please let me know if you have any comments.

m R. Lyon, PE

prossering com

)4,739.3655 ex. 120 04.446.5166

04.730.3413

serinc.com

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