

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

**SUBJECT: FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
SEMINOLE COUNTY AND THE CITY OF CASSELBERRY RELATING TO THE
2001 CENT FOR SEMINOLE LOCAL SALES SURTAX**

DEPARTMENT: Public Works DIVISION: Administration

**AUTHORIZED BY: W. Gary Johnson CONTACT: Pam Hastings EXT: 5605
W. Gary Johnson, P.E., Director Pam Hastings, Manager**

Agenda Date 4/25/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the 1st Amendment to the Interlocal Agreement between Seminole County and the City Of Casselberry relating to Administration of the City's Share of Funds under the Cent for Seminole Local Sales Surtax for the City's Transportation Improvement Projects as recommended by staff.

BACKGROUND:
In June of 2001, the County entered into a master Interlocal Agreement with the seven municipalities within Seminole County (the Cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs) and the Seminole County School Board which relates to transportation and education infrastructure projects to be funded with the 2001 local government infrastructure sales surtax proceeds.

The First Amendment to the Interlocal Agreement between Seminole County and the City of Casselberry being requested by the City revises both Exhibit A and Exhibit B of this Interlocal Agreement. Revisions to Exhibit A only consist of language stricken in the Exhibit to correspond to updated revenue estimates.

Exhibit B identifies requested changes by the City to allow County cost-sharing in several projects along US 17-92, rather than just one project. There is no increase to the total amount of the County's financial participation. In lieu of the Pedestrian Overpass, the US 17-92 corridor at Triplet Lake Drive, Plumosa Avenue, Lemon Lane, Button Road, and Melody Lane would be implemented.

RECOMMENDATION:
The proposed Safety Projects on U.S. 17-92 have been coordinated by the City with the Engineering division, and subject to approval and execution by the City Commission on May 8, 2006, with no objections filed from the other signatories of the Master Sales Surtax Interlocal Agreement, staff recommends Board approval of the First Amendment and authorization for the Chairman to execute.

Reviewed by: _____
Co Atty: W.G.J.
DFS: N/A
Co. Eng: _____
DCM: _____
CM: _____
File No. CPWA01

Attachments: First Amendment, including Exhibit A and Exhibit B as amended
City's Transmittal Letter of March 17, 2005

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY RELATING TO ADMINISTRATION OF THE CITY'S SHARE OF FUNDS UNDER THE CENT FOR SEMINOLE LOCAL SALES SURTAX FOR THE CITY'S TRANSPORTATION IMPROVEMENT PROJECTS

THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2006, by and between **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", and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the COUNTY and the CITY have previously entered into an Interlocal Agreement regarding transportation improvement projects to be funded with the proceeds of a Second Generation Local Government Infrastructure Sales Surtax (hereafter referred to as the Agreement); and

WHEREAS, the Agreement requires the CITY to hold a public hearing and provide notice thereof to all local governments before adding or dropping projects; and

WHEREAS, the CITY represents that it has complied with the requirements of the agreement for amending the project list attached hereto as Exhibit A; and

WHEREAS, the parties wish to amend the Agreement as hereinafter stated.

NOW, THEREFORE, in consideration of the premises and promises, covenants, agreements and commitments contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged as the both parties, the parties agrees as follows:

Section 1. Mayor of the City of Casselberry. Wherever the Agreement there is any reference to the Mayor of the City of Casselberry it shall be understood to refer to Bob Goff or the current Mayor of the City of Casselberry.

Section 2. Exhibit A. Exhibit A to the Agreement is replaced with the attached Exhibit "A".

Section 3. Exhibit B. Exhibit B to the Agreement is replaced with the attached Exhibit "B".

Section 4. Existing Agreement. Except as herein amended, all terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have and made and executed this Agreement for the purposes herein stated on the date first above written.

ATTEST:

Thelma McPherson
City Clerk

Approved as to form and legal sufficiency.

City Attorney

ATTEST:

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

For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.

County Attorney

Attachments: Exhibit A & Exhibit B

CITY OF CASSELBERRY

By: _____
Bob Goff, Mayor

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton Henley, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners at their
_____, 2006 regular meeting.

EXHIBIT A
Cent For Seminole Local Sales Surtax

CASSELBERRY			
Transportation Projects	Proposed Scope		Preliminary Cost Estimate
Alternate Connector	Seminola Boulevard to SR 434		\$8 M
US 17-92 and Triplet Lake Drive	Intersection Improvements		\$1.5 M
Additional Roadway/Intersection Improvements	Safety and Level of Service Improvements		\$1.5 M
PROJECTS TOTAL			\$11 M*
*TOTAL exceeds projected share (\$9.580M) for the City. If/as necessary, balance of project costs would be funded through other legally available city revenues.			
City Revenue Share relating to funding of the above projects.	Per Section 2(d) and Exhibit D of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	<i>Distribution Year 1</i>	1.736302049%
		<i>Beginning Distribution Year 2</i>	1.798357401%
Per Section 2(e) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement, if any local government successfully appeals the results of the 2000 Census figures as published by the Census Bureau, the distribution shall be recalculated to reflect the adjustments made in the 2000 Census results by the Census Bureau. Any such change shall be effective at the start of the distribution year following the adjustment. In conjunction with County issuance of such recalculation, an update to this Exhibit shall be entered into the public record.			
Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit shall be entered into the public record.	Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County concurrence in such scope change(s), an update to this Exhibit shall be entered into the public record.		Costs are provided as estimates only. Changes to costs do not require a formal update to this Exhibit to be issued, unless a project or scope revision is also involved.

This Exhibit For The City Of Casselberry Valid As Of _____, 2006.

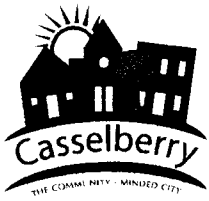
Sem. Co. Review/Approval Initials: DPW _____ CM OR BCC CHAIR _____

EXHIBIT B
Cent For Seminole Local Sales Surtax

COUNTY COST-SHARED PROJECTS WITH CASSELBERRY		
Major Road Projects	Proposed Scope	Preliminary Cost Estimate
Casselberry <u>US 17-92/Triplet Lake Drive Corridor Traffic/Pedestrian Improvements</u>	<u>Pedestrian Overpass Realignment and/or Pedestrian Safety Improvements Projects along the US 17-92 corridor. Proposed projects include Triplet Lake Drive, Plumosa Avenue, Button Road, Lemon Lane, Melody Lane and various other locations. (This is up to a 50% Share, capped at \$1.5 M.)</u>	\$ 1.5 M
Per Section 2(c) and Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement.	PROJECTS TOTAL	\$1.5 M
Projects may be added or deleted pursuant to the provisions of Section 3 (a) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such project change(s), an update to this Exhibit shall be entered into the public record.	Scopes may be expanded, reduced, or otherwise altered pursuant to the provisions of Section 3(b) of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. In conjunction with County approval of such scope change(s), an update to this Exhibit shall be entered into the public record.	Costs are estimates only.

This Exhibit For The City Of Casselberry Valid As Of _____, 2006.

Sem. Co. Review/Approval Initials: DPW _____ CM OR BCC CHAIR _____



City of Casselberry

Special Projects Coordinator

95 Triplet Lake Drive, Casselberry, Florida 32707 • Telephone (407) 262-7725, Ext. 1237
Fax (407) 262-7767 • Email pwallace@casselberry.org

March 17, 2006

Ms. Pam Hastings, Manager
Seminole County Government - Public Works
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

SUBJECT: 2nd Generation 1 Cent Sales Tax – Project Revision(s)

Dear Ms. Hastings:

In follow-up to the letter sent from the City Manager on March 1, 2005, the following is provided. It was determined during 2005 that a pedestrian overpass to be funded by the sales tax would not be as beneficial as other roadway improvements along US 17-92. One factor for this decision was the purchase of 14+ acres of property at Triplet Lake Drive & US 17-92 by the City of Casselberry for development of a “town center” or “downtown” area in this general location. Although a pedestrian overpass would be somewhat beneficial at this location, the City feels that the funds would be better spent along US 17-92 at Button Road and Lemon Lane. The previous letter detailed the primary refocus to the Plumosa Avenue Intersection Improvements. The estimated construction cost for that project is \$1.2 million.

Intersection improvements proposed at Button Road and Lemon Lane (future traffic signal location) are pedestrian safety related. An early estimate for the improvements to the intersections is \$300,000 each. Improvements could include, but not be limited to, the following:

- Textured pavement at intersections,
- Brightly-colored crosswalk markings,
- Illumination of crossings and waiting areas, and
- Pedestrian signalization.

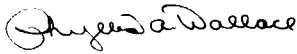
Projects funded by this tax that are currently underway include:

- ✚ Intersection modifications for Triplet Lake Drive & US 17-92 – 60% design completed – estimated cost is \$1.6 million dollars;
- ✚ Intersection improvements for Plumosa Avenue & US 17-92 – 90% design completed – estimated cost is \$1.2 million dollars; and
- ✚ Melody Lane will have the east leg of the roadway closed (section behind City Hall).

Ms. Pam Hastings
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March 17, 2006

If you have any questions or concerns regarding this material, please feel free to contact me at 407/262-7725, extension 1237.

Sincerely,



Phyllis A. Wallace
Special Projects Coordinator

/paw

Attachment(s): All Pertinent Documentation

c: Michael L. Stampfler, Jr., City Manager
Tony Segreto, Public Works Director *-DUPLICATE DO NOT FILE*
Bill Goucher, P.E., Assistant Public Works Director/City Engineer *-DUPLICATE DO NOT FILE*
Joe Howell, P.E., Assistant City Engineer/Stormwater Engineer *-DUPLICATE DO NOT FILE*
Don Fisher, Acting County Manager – Seminole County
File – PW/2nd Generation 1 Cent Sales Tax 2006