

### SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Resolution – Locally Funded Agreement and Memorandum of Agreement with the Florida Department of Transportation for the Transportation Regional Incentive Program (TRIP) funding for the acquisition of right-of-way for State Road 434 from Interstate 4 to Rangeline Road (Financial Management Number # 240233-3).

**DEPARTMENT:** PUBLIC WORKS **DIVISION:** ENGINEERING

**AUTHORIZED BY:** *W. Gary Johnson* **CONTACT:** Brett Blackadar, P.E. EXT. 5707  
W. Gary Johnson, P.E., Director Jerry McCollum, P.E., County Engineer <sup>BMB</sup>

<b>Agenda Date</b> <u>08/22/06</u>	<b>Regular</b> <input type="checkbox"/>	<b>Consent</b> <input checked="" type="checkbox"/>	<b>Work Session</b> <input type="checkbox"/>	<b>Briefing</b> <input type="checkbox"/>
	<b>Public Hearing – 1:30</b> <input type="checkbox"/>		<b>Public Hearing – 7:00</b> <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Adopt Resolution and authorize the Chairman to execute the Locally Funded Agreement and Memorandum of Agreement with the Florida Department of Transportation. Authorize issuance of a check in the amount of \$4,274,655.00 from funds in the County's 2006/2007 fiscal year budget to be paid to the Florida Department of Transportation by November 1, 2006.

District 4 - Commissioner Henley (Jerry McCollum, P.E.)

**BACKGROUND:**

The Florida Department of Transportation (FDOT) awarded Seminole County \$5,725,355.00 through the Transportation Regional Incentive Program (TRIP) to advance the acquisition of right-of-way to six-lane State Road 434 from Interstate 4 to Rangeline Road (Financial Management Number 240233-3). These funds are available in the Florida Department of Transportation's Fiscal Year 2006/2007 budget.

Reviewed by: <u><i>7-28</i></u>
Co Atty: <u><i>V. Diltz</i></u>
DFS: _____
Other: _____
DCM: <u><i>[Signature]</i></u>
CM: <u><i>[Signature]</i></u>
File No. <u>CPWE02</u>

The \$5,725,355 award was based on a 50% match for \$10,000,000 in advanced right-of-way acquisition fund plus an additional reimbursement for 50% of the design cost of \$1,450,689, which accounts for the total fee encumbered for the design of this project.

Under this agreement, the County will provide FDOT with an advance deposit of \$4,274,645 toward the right of way funds for this project. FDOT will be responsible for acquiring the necessary right of way to construct this project using the TRIP funding and the County's funds.

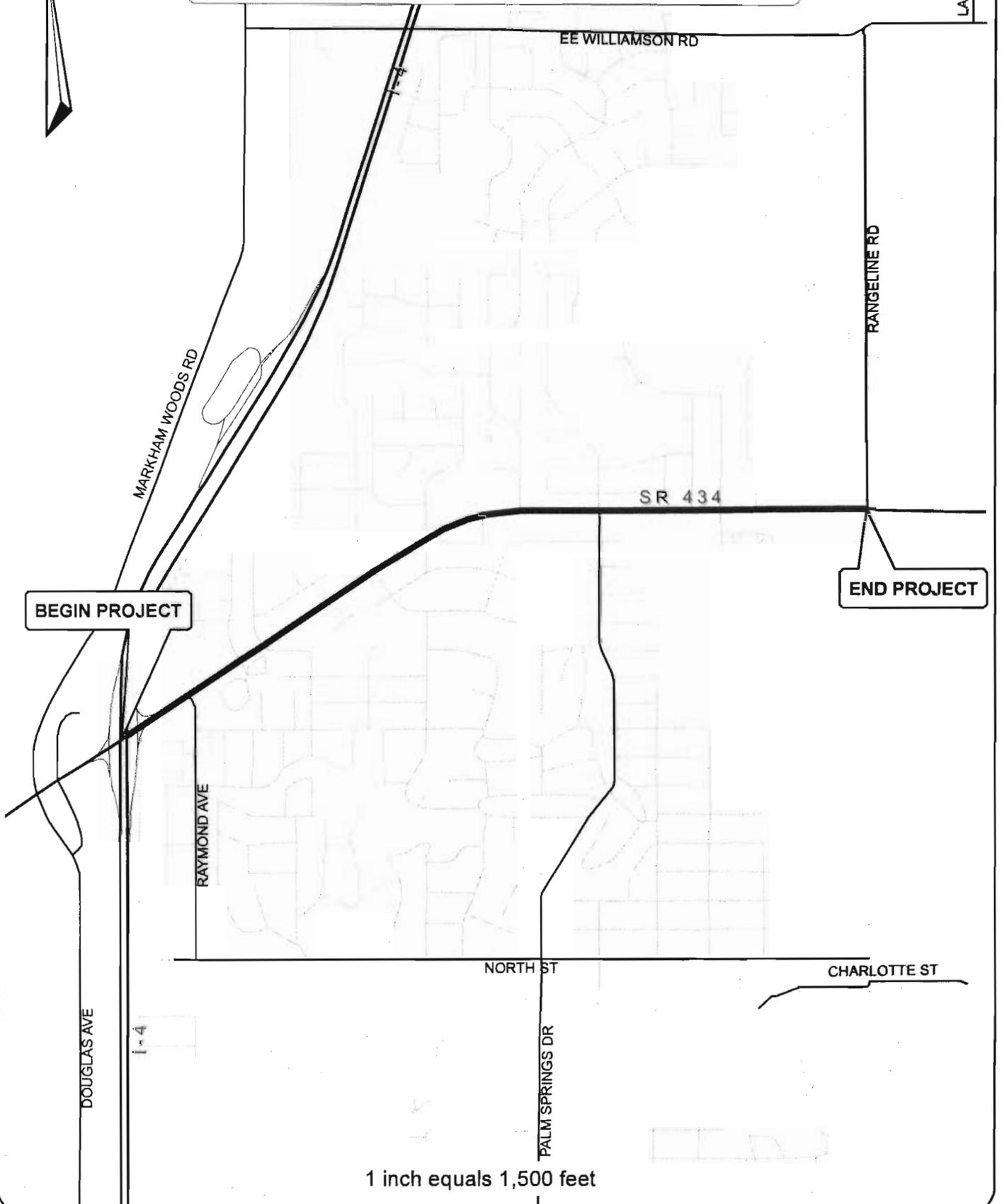
If the actual acquisition costs are less than the total right-of-way funds (TRIP and County's funds combined) at the end of Fiscal Year 2006/2007, FDOT staff has stated that once the TRIP funds are authorized they will roll forward the balance to the right-of-way funds beginning in Fiscal Year 2007/2008 subject to the approval of the FDOT budget by the Governor. The County will be responsible for any acquisition costs over the total right-of-way funds contained in the TRIP award from the FDOT. The County's funding for this project is programmed from the 2001 Sales Tax under Project #00205303.

Attachments: Location Map  
Resolution  
Locally Funded Agreement  
Memorandum of Agreement

# CIP # 205303

## SR 434 from I-4 to Rangeline Road

LAKE EMMA RD



1 inch equals 1,500 feet

**RESOLUTION**

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE \_\_ DAY OF \_\_\_\_\_, 2006.**

**WHEREAS**, the State of Florida Department of Transportation and Seminole County desire to facilitate the acquisition of right of way for widening of State Road 434 from Interstate 4 to Rangeline Road; and

**WHEREAS**, the State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement for the Transportation Regional Incentive Program (TRIP) State Road 434 from Interstate 4 to Rangeline Road known as Financial Management Number 240233-3-(4B, 43 & 45)-01,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement for State Road 434 from Interstate 4 to Rangeline Road known as Financial Management Number 240233-3-(4B, 43 & 45)-01.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006.**

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY**

\_\_\_\_\_  
**MARYANNE MORSE, Clerk to the  
Board of County Commissioners in  
and for Seminole County, Florida.**

\_\_\_\_\_  
**Carlton D. Henley, Chairman**

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2006, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury and Seminole County referred to as the "County".

### WITNESSETH

WHEREAS, "FDOT" will be acquiring Right-of-Way the following project:  
Main Financial Project Number: 240233-3-43-01  
County: Seminole County  
hereinafter referred to as the "Project".

WHEREAS, FDOT and the County entered into a **Locally Funded Agreement** dated \_\_\_\_\_, 2006, wherein DOT agreed to perform certain work on behalf of the County in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the County to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the County by the FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of \$4,274,655.00 (Four Million Two Hundred Seventy Four Thousand Six Hundred Fifty Five Dollars and No/100) will be made by the County into an interest bearing escrow account established by the DEPARTMENT for the purposes of the project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.
2. Other deposits will be made only by the County as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.
3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation  
Office of Comptroller  
ATTN: LFA Section  
Mail Station 42B  
605 Suwannee Street  
Tallahassee, Florida 32399

4. The FDOT'S Comptroller or designee shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the LFA.

6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

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STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COMPTROLLER

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STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES,  
DIVISION OF TREASURY

SEMINOLE COUNTY

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PARTICIPANT SIGNATURE

Carlton Henley, Chairman - BOCC  
PARTICIPANT NAME & TITLE

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PARTICIPANT ADDRESS

F596000856-059  
FEDERAL EMPLOYER I.D. NUMBER

Financial Project No: 240233-3-(4B, 43 & 45)-01 County CIP No.: 205303	Fund: LF & TRIP	Agency: Seminole County Vendor No.: F596000856-065
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**LOCALLY FUNDED AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

**WITNESSETH:**

WHEREAS, the Parties have been granted legislative authority to enter into this Agreement pursuant to, but not limited to, Section 339.2819, Florida Statutes; and

WHEREAS, the Transportation Regional Incentive Program was created by Florida Statutes §339.2819 to provide funds to improve regionally significant transportation facilities in “regional transportation areas” pursuant to Florida Statutes §339.155 (5); and

WHEREAS, the PROJECT has been determined to be a regionally significant transportation facility in a regional transportation area identified pursuant to §339.155(5), Florida Statutes; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of Florida Statutes §339.2819; and

WHEREAS, the Central Florida MPO Alliance formed pursuant to Florida Statutes §339.155 (5)(c), acting as a designated regional partnership under Florida Statutes §339.155 (5)(c) and formed by an interlocal agreement, designated “SR 434 from I-4 to Rangeline Road” as a regional facility by resolution, a copy of which is incorporated into this Agreement and attached hereto as Exhibit “C”.

WHEREAS, the COUNTY, by Resolution, a copy attached hereto as Exhibit “D,” has accepted said grant and authorized its officers to execute this AGREEMENT on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the PROJECT described as, Advance Acquisition of Right of Way for the widening of SR 434 from I-4 to Rangeline Road in Seminole County, beginning in Fiscal Year 2006/2007, said PROJECT being known as Financial Management Number 240233-3- (4B, 43 & 45)-01, hereinafter referred to as the "PROJECT"; and

WHEREAS, the PROJECT is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the implementation of the PROJECT is in the interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to provide the funds for the acquisition phases of the PROJECT;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The terms of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the COUNTY. The DEPARTMENT may, at any time and at any stage, amend or terminate the PROJECT in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall be responsible to acquire and clear the Right-of-Way necessary to construct the PROJECT for the widening of State Road 434. The Department shall acquire title to all real property necessary for the PROJECT in the name of the State of Florida Department of Transportation. The necessary Right-of-Way shall be defined by the Design Plans and Right-of-Way Maps.

3. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the PROJECT as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The COUNTY shall not have any jurisdiction or control over the DEPARTMENT's activities, except as specifically stated in this Agreement. The COUNTY shall be entitled to be advised of the progress of the PROJECT at reasonable intervals upon request.

4. Participation by the COUNTY and the DEPARTMENT of the funds for the advance acquisition phases of the PROJECT shall be made as follows:

(A) The DEPARTMENT'S current estimated cost for the advance acquisition of the PROJECT is \$11,450,689.00 (Eleven Million Four Hundred Fifty Thousand Six Hundred Eighty Nine Dollars and No/100) as specified in Exhibit "B". The COUNTY agrees to bear all expenses in excess of the total estimated cost of the PROJECT.

(B) The DEPARTMENT will provide TRIP funding in an amount not to exceed **\$5,725,345.00 (Five Million Seven Hundred Twenty Five Thousand Three Hundred Forty Five Dollars and No/100)**.

(C) The COUNTY agrees to provide the DEPARTMENT an advance deposit, in the amount of **\$4,274,655.00 (Four Million Two Hundred Seventy Four Thousand Six Hundred Fifty Five Dollars and No/100)** due and payable no later than November 1, 2006. The advance deposit may be used on any phase of the PROJECT.

(D) The COUNTY has also provided a total of \$1,450,689.00 (One Million Four Hundred Fifty Thousand Six Hundred Eighty Nine Dollars and No/100) of in-kind services for design of the PROJECT as specified in Exhibit "B".

(E) Both parties further agree that in the event the right of way is not acquired, or the Agreement is terminated prior to commencement of the advance acquisition of the PROJECT, the funds provided by the COUNTY for the PROJECT will be returned to the COUNTY.

(F) If the actual advance acquisition costs are in excess of the advance deposit amount and the TRIP funding combined, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT so that the total deposit is adequate to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the actual advance acquisition costs are in excess of the advance deposit amount and the TRIP funding combined; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to the DEPARTMENT'S Project Manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time

could delay the PROJECT, and additional costs may be incurred due to delay of the PROJECT.

(F) If the actual advance acquisition costs are less than the advance deposit amount and the TRIP funding combined, the DEPARTMENT will refund the proportionate amount that the advance deposit and the TRIP funding combined exceeds the actual costs if such refund is requested by the COUNTY in writing.

(H) Should PROJECT modifications or changes occur that increase the total PROJECT costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the PROJECT. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the estimated amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the PROJECT and on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment for advance land acquisition. The DEPARTMENT considers the PROJECT complete when the final payment has been made. All PROJECT cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total PROJECT costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess deposit will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

(J) In the event the final accounting of total PROJECT costs is greater than the total deposits and the TRIP funding combined to date, the COUNTY will pay the amount within forty (40) calendar days from the date of the invoice from the additional DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached MOA between Participants, Department and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned will remain in the account for purposes of the PROJECT.

(L) The DEPARTMENT and the COUNTY agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(M) Contact Persons:

**Florida Department of Transportation**

Shirley Matthews	Todd Long
JPA Coordinator/MS 4-522	Project Manager/MS 542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5452	PH: (386) 943-5492
<a href="mailto:shirley.matthews@dot.state.fl.us">shirley.matthews@dot.state.fl.us</a>	<a href="mailto:todd.long@dot.state.fl.us">todd.long@dot.state.fl.us</a>

**Seminole County**

Brett Blackadar, P.E.  
Seminole County  
520 West Lake Mary Boulevard  
Suite 200  
Sanford, Florida 32773  
(407) 665-5702  
[BBlackadar@seminolecountyfl.gov](mailto:BBlackadar@seminolecountyfl.gov)

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The COUNTY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) or has a term for a period of more than one year, the provisions of Chapter 339.135(6) (a), Florida Statutes, are hereby incorporated as follows:

“The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available

prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contacts of the department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

7. Either Party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by the interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the **COUNTY** has executed this Agreement this \_\_\_\_ day  
of \_\_\_\_\_, 2006, and the **DEPARTMENT** has executed this Agreement  
this \_\_\_\_ day of \_\_\_\_\_, 2006.

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

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Name: Carlton Henley  
Title: Chairman - BOCC

By: \_\_\_\_\_  
Name: Noranne B. Downs, P.E.  
Title: Director of Transportation Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Maryanne Morse  
Clerk to the Board of County Commissioners  
of Seminole County Florida

\_\_\_\_\_  
Executive Secretary

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

Legal Review:

Legal Review:

\_\_\_\_\_  
Seminole County Attorney

\_\_\_\_\_  
Financial Provision Approval by  
Department of Comptroller on:  
  
\_\_\_\_\_

## **Exhibit "A"**

### **SCOPE OF SERVICES**

#### **Advance Right of Way Acquisition**

Financial Management Number: 240233-3-(41, 4B, 43 & 45)-01

Seminole County is funding the design, R/W acquisition, and construction phases of the SR 434 widening project from I-4 to Rangeline Road. Seminole County is currently administering the design phase of the project, including the preparation of the R/W Control Maps and R/W Maps, and the County will be administering the construction phase of the project, potentially beginning in FY 2010. In order for the County to meet all federal requirements and be eligible for obtaining federal funds if they become available, the R/W acquisition phase must be performed in accordance with federal requirements. Since the County does not have the resources to perform this phase of the project, the Department has committed to performing the advance R/W acquisition phase for Seminole County, using TRIP funding and the County's funds. The County understands that additional acquisition will be required for this project in future years and that there is no additional funding programmed in the Department's Work Program at this time.

This LFA is for the transfer of local funds from Seminole County in FY 2006/2007 which is programmed in the Department's Work Program in FY 2006/2007, so that the Department's R/W staff can perform the advance R/W acquisition phase for the County. The specific parcel numbers and acquisition areas will be defined as the R/W Mapping phase is completed over the next year.

## Exhibit "B" Cost Estimate

<b>Total Project Costs \$11,450,689</b>		
<b>Less In-kind Services for Design Performed by                  the County - \$1,450,689</b>		
<b>Total Project Funding \$10,000,000</b>		
<b>FISCAL YEAR 2006-2007</b>	<b>TRIP Funding</b>	<b>Local Funding</b>
<b>Phase 4B</b>	<b>\$740,000</b>	<b>\$740,000</b>
<b>Phase 43</b>	<b>\$4,725,345</b>	<b>\$3,274,655</b>
<b>Phase 45</b>	<b>\$260,000</b>	<b>\$260,000</b>
<b>TOTALS</b>	<b>\$5,725,345</b>	<b>\$4,274,655</b>

### Local Fund Payment Schedule

Funds Due from the County by November 1, 2006 .....	<u>\$4,274,655</u>
<b>TOTAL</b>	<b>\$4,274,655</b>

**EXHIBIT "C"**  
**RESOLUTION/MINUTES**  
**Of Central Florida MPO Alliance**  
**Re: SR 434 from I-4 to Rangeline Road**



RESOLUTION NO. 2005-01

**RESOLUTION REGARDING THE YEAR 2020 AND YEAR 2025  
LONG RANGE TRANSPORTATION PLANS**

WHEREAS, the Central Florida MPO Alliance adopted its initial Year 2020 Long Range Transportation Plan in December 2003; and

WHEREAS, there have been several significant organizational and policy-related developments since December 2003 that necessitate an update to the Central Florida MPO Alliance Year 2020 Long Range Transportation Plan; and

WHEREAS, the Central Florida MPO Alliance is committed to maintaining its Long Range Transportation Plan by approving revisions as may be necessary and major updates at least every five years;

WHEREAS, the 2005 Florida Legislature enacted Chapter 2005-290, Laws of Florida, relating to infrastructure planning and funding which encouraged regional collaborative efforts such as the Central Florida MPO Alliance and provides financial incentives;

NOW, THEREFORE, BE IT RESOLVED that the Central Florida MPO Alliance Year 2020 Long Range Transportation Plan is hereby revised to include the following:

1. The inter-county facilities (highways, rail lines and trails) of the Ocala/Marion County TPO as shown on Exhibit 1;
2. The Central Florida Commuter Rail Project between DeLand in Volusia County and Poinciana in Osceola County as incorporated into the cost feasible Long Range Transportation Plans of the Volusia County MPO and METROPLAN ORLANDO since December 2003;

3. Strategic Intermodal System (SIS) facilities and Emerging Strategic Intermodal System facilities designated as of September 1, 2005 by the Florida Department of Transportation as shown on Exhibit 2;
4. Regionally Significant Facilities that are considered to be eligible for funding under the Transportation Regional Incentive Program (TRIP), defined in Chapter 2005-290, as shown on the documents labeled Exhibit 3A-F.

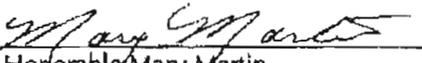
BE IT FURTHER RESOLVED that the Central Florida MPO Alliance staff is directed to prepare a consolidated list of production-ready Regionally Significant Facilities for the Transportation Regional Incentive Program (TRIP) and to transmit this list of Central Florida TRIP priorities to the Florida Department of Transportation by October 28, 2005; and

BE IT FURTHER RESOLVED that a major update of the Central Florida MPO Alliance's Year 2025 Long Range Transportation Plan will be developed for approval by December 2006 based on the Long Range Transportation Plan Updates that are scheduled to be approved by Alliance members by December 2005.

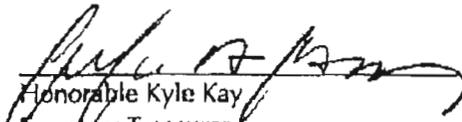
Passed and duly adopted at a regular meeting of the Central Florida MPO Alliance on the 19<sup>th</sup> day of October 2005.

#### CERTIFICATE

The undersigned duly qualified and acting as Chair of the Central Florida MPO Alliance certifies that the foregoing is a true and correct copy of a Resolution adopted at a legally convened meeting of the Central Florida MPO Alliance.

  
Honorable Mary Martin  
Chair

Attest:

  
Honorable Kyle Kay  
Secretary Treasurer

**DRAFT  
PROJECTS FOR WHICH  
TRANSPORTATION REGIONAL INCENTIVE PROGRAM (TRIP) FUNDS  
ARE BEING REQUESTED (not in priority order)**

PROJECT NAME OR DESIGNATION	PROJECT DESCRIPTION				FISCAL YEAR CONSTRUCTION TO BEGIN	ESTIMATED PROJECT COST (PRESENT-DAY) (\$000's)	TRIP FUNDS REQUESTED (\$000's)	LOCAL MATCH FUNDS TO BE PROVIDED (\$000's)
	FROM	TO	LENGTH (MI)	WORK DESCRIPTION				

*Osceola County*

SR 600/US 1792	Int. at Poinciana Blvd.			Add Left Turn Lanes	2005/06	294	147	147
Poinciana Blvd.	Oren Brown Rd.	Pam Rd.	1.80	Widen to 4 Lanes	2005/06	4,500	2,036	2,464
Simpson Rd.	US 192	Florida's Turnpike	0.40	Widen to 5 Lanes	2008/06	2,600	1,196	1,444
SR 600/US 1792	Int. at Pleasant Hill Rd.			Add Thru & Turn Lanes	2005/06	2,000	1,000	1,000
Boggy Creek Rd.	Turnpike Bridge		0.80	Bridge, Widen to 4 Lanes	2005/06	7,000	1,170	5,830
Boggy Creek Rd.	Osceola Pkwy.	Boggy Creek Rd. E.	1.20	Bridge, Widen to 4 Lanes	2006/07	10,000	2,422	7,578
John Young Pkwy.	Carroll St.	Orange/Osceola Co. Line	1.20	Widen to 6 Lanes/Add Osceola Pkwy. Interchange	2006/07	11,144	5,572	5,572

*Seminole County*

SR 434 (#10 in Pri List STP projects)	Montgomery Rd.	I-4	1.00	Widen to 6 Lanes	2008/09 <sup>ⓐ</sup>	14,500	7,250	7,250
SR 434 (#10 in Pri List STP projects)	I-4	Range Line Rd.	1.70	Widen to 6 Lanes	2008/09 <sup>ⓐ</sup>	27,500	13,750	13,750
SR 434 (#10 in Pri List STP projects)	Range Line Rd.	CR 427	1.00	Widen to 6 Lanes	2011/12	52,000	16,000	16,000
SR 426 (#17 in Pri List STP projects)	Pine Ave.	SR 434/CR 429	0.75	Widen to 4 Lanes	To be determined <sup>ⓑ</sup>	18,500 <sup>ⓑ</sup>	9,250	9,250
SR 426 (#17 in Pri List STP projects)	Airport Blvd.	US 1792	3.80	Widen to 4 Lanes	2005/06	30,000	15,000	15,000

<sup>ⓐ</sup> Right-of-way acquisition for the SR 434 projects from Montgomery Rd. to Range Line Rd. and the SR 426 project will need to occur within the next two years in order for construction to be scheduled within the five-year TIP timeframe.

<sup>ⓑ</sup> Includes \$2,500,000 for design and \$16,000,000 for early right-of-way acquisition. Matching funds are available from the City of Oviedo and Seminole County.

**EXHIBIT "D"**

**RESOLUTION/MINUTES**

**Financial Management Number: 240233-3-(4B, 43, 45)-01**