

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

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

DEPARTMENT: Public Works DIVISION: Administration

**AUTHORIZED BY: W. Gary Johnson CONTACT: Pam Hastings EXT: 5601
W. Gary Johnson, P.E., Director Pam Hastings, Manager**

Agenda Date 11/07/06 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Interlocal Agreement between Seminole County and the City Of Sanford 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.

On March 11, 2002, the County and City of Sanford entered into a second Interlocal Agreement relating to the administration of funding of design through construction of certain City streets. The amendment being requested by the City revises Exhibit A of this Interlocal Agreement. Revisions included in Exhibit A include the deletion of Intersection Improvements and Upgrade Railroad Crossings projects, updating estimates to correspond to current cost and revenue projections, and reallocating funds to the proposed St. Johns Parkway Phase II project, Roadway Reconstruction & Traffic Calming projects and to the Traffic Safety, Capacity and Railroad Crossings projects. Also, in Exhibit A, reference to a \$1.5M cash flow advance for the Lakefront Roadway project has been deleted as the cash flow advance never occurred. A corresponding ministerial change to Exhibit B is thus also needed. There has been no change to the percentage funding share for the City projects from the 2001 Renewed Sales Tax.

RECOMMENDATION:

Projects have been coordinated by the City with the Public Works Department, and are subject to approval and execution by the City Commission on October 23, 2006. Subject to no objections being 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: M. G. ...
DFS: N/A
Co. Eng: [Signature]
DCM: [Signature]
CM: _____

File No. CPWA01

Attachments: First Amendment, including Exhibit A & B as amended
City of Sanford's Notice Letter dated September 11, 2006
Underline and strike-thru versions of Exhibit A & Exhibit B



OFFICE OF THE CITY MANAGER

September 11, 2006

MAILING ADDRESS

CITY OF SANFORD
POST OFFICE BOX 1788
SANFORD, FLORIDA 32772-1788

PHYSICAL ADDRESS

CITY HALL
300 NORTH PARK AVENUE
SANFORD, FLORIDA 32771-1244

TELEPHONE

407.330.5602

FACSIMILE

407.330.5616

WEBSITE

WWW.CI.SANFORD.FL.US

CITY COMMISSION

LINDA KUHN
MAYOR

ART WOODRUFF
DISTRICT 1

DR. VELMA H. WILLIAMS
DISTRICT 2, VICE MAYOR

RANDY JONES
DISTRICT 3

JACK T. BRIDGES
DISTRICT 4

CITY MANAGER

ROBERT (SHERMAN) YEHL

Cindy Coto
County Manager
Seminole County
1101 East First Street
Sanford, FL 32771

RE: Modifications for Cent for Seminole Local Sales Surtax

Dear Ms. Coto:

The City of Sanford wishes to amend the Interlocal agreement addressing the use of Infrastructure Sales Tax proceeds for local projects. Pursuant to Section 3 (a) of the *Seminole County Transportation and Education Infrastructure Plan Interlocal Agreement*, please find attached a copy of the proposed changes to Exhibit "A" to the January 1, 2003 *Interlocal Agreement between Seminole County and City of Sanford 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*.

The proposed changes to Exhibit "A" will be presented to our City Commission at our October 23, 2006 regular meeting. The meeting will be held in our City Hall located at 300 N. Park Avenue, Sanford, Florida and will commence at 7:00 PM. As a party to this Agreement, you are welcome to attend and present any comments at that time.

Sincerely

A handwritten signature in cursive script, appearing to read "Robert Yehl".

Robert (Sherman) Yehl
City Manager

Attachment: Proposed and previous Exhibit "A"

c: City of Altamonte Springs
City of Casselberry
City of Winter Springs
City of Oviedo
City of Longwood
City of Lake Mary

The Friendly City

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF SANFORD 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 SANFORD**, a Florida municipal corporation, whose address is 300 N. Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, the COUNTY and the CITY have previously entered into an Interlocal Agreement dated March 11, 2002, 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 Sanford. Wherever in the Agreement there is any reference to the Mayor of the City of Sanford it shall be understood to refer to Linda Kuhn or the current Mayor of the City of Sanford.

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

Section 3. 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:

JAN DOUGHERTY, City Clerk
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

10/12/06
Attachment: Exhibit A & B

CITY OF SANFORD

By: _____
LINDA KUHN, 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

| SANFORD | | | |
|------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|--------------|
| Transportation Projects | Proposed Scope | Preliminary Cost Estimate | |
| <u>St. Johns Parkway Phase II</u> | <u>Reconstruct 2 lane roadway from Meisch Road to Airport Boulevard. Ph I and III already completed.</u> | <u>\$3.100 M</u> | |
| Collector System North of West SR 46 | Widen pavement, add drainage (Including: White Cedar Avenue, Church Street, others) | <u>\$3.701 M</u> <u>\$2.690 M</u> | |
| Mulberry <u>Oleander Avenue Extension</u> | 44 th 18 th Street to Country Club Road; New extension – 2 lane urban section. | <u>\$1.194 M</u> | |
| Downtown <u>Traffic Circulation Improvements</u> | <u>Location and scope – TBD by study. Traffic Circulation Improvements such as intersection improvements, pedestrian crosswalks, signal upgrades, etc. City wide.</u> | <u>\$1.790 M</u> <u>\$2.202 M</u> | |
| Intersection Improvements | <u>Add turn lanes, upgrade signals, align lanes, add Ped X-Walks etc. to high accident intersections.</u> | <u>\$3.164 M</u> | |
| <u>Roadway Reconstruction & Traffic Calming</u> | <u>Roadway reconstructs and traffic calming. Neighborhood traffic calming to address speeding and cut through traffic and reconstruction of existing roadways.</u> | <u>\$4.354 M</u> | |
| Lakefront Roadway | Protective Reconstruction of Seminole Blvd. This is the first of a two-phase project encompassing the Lakefront Roadway along Lake Monroe east of I-4. The second phase segment of the project is set forth on Exhibit B. Cash flow advances from the second phase segment, not to exceed \$1.5 Million, are to be repaid in Fiscal Years 2004/05 and 2005/06. | <u>\$2.388 M</u> | |
| Sidewalks Existing and New | Rehabilitate deficient sidewalk installations and add to citywide network, based on plan. | <u>\$2.568 M</u> <u>\$2.879 M</u> | |
| <u>Upgrade Railroad Crossings</u> | <u>Miscellaneous locations.</u> | <u>\$.895 M</u> | |
| <u>Traffic Safety, Efficiency Improvements and Railroad Crossings</u> | <u>Traffic Safety and efficiency improvements including railroad crossings. Railroad crossing improvements and upgrades and turn lanes, radius improvements and other traffic concerns reported by citizens.</u> | <u>\$1.587 M</u> | |
| PROJECTS TOTAL | | <u>\$15.7 M</u> <u>\$20.394 M</u> | |
| 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> | 2.938032649% |
| | | <i>Beginning Distribution Year 2</i> | 2.938002528% |

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.

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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.</p> | <p>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.</p> | <p>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.</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

Sem. Co. Review/Approval
 Initials:
 DPW _____
 CoMgr- BCC Chair _____

EXHIBIT B
Cent For Seminole Local Sales Surtax

| COUNTY COST-SHARED PROJECTS WITH SANFORD | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Major Road Projects | Proposed Scope | Preliminary Cost Estimate |
| US 17-92 Lake Front Roadway | <p>Protective Reconstruction. <i>This is the second of a two-phase project encompassing the Lakefront Roadway along Lake Monroe east of I-4. The first phase segment of the project is set forth on Exhibit A.</i></p> <p>Cash flow advances in Fiscal Year 02/03 03/04 to the City's first phase segment, in an amount not to exceed \$1.5 Million, was originally scheduled to be repaid in Fiscal Years 04/05 2010/11 and 2005/06 2011/12. This cash flow advance will be applied to the County cost-shared project of \$2.9 Million and reduce available funds for this project to \$1.4 Million.</p> <p>(This is a cost-shared project with the City of Sanford; project will also have other funding, including approximately \$5.4 M through FDOT.)</p> | \$2.9 M |
| Per Section 2(c) and Exhibit B of the 2001 Transportation and Education Infrastructure Plan Interlocal Agreement. | PROJECTS TOTAL | \$2.9 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 Sanford Valid As Of _____, 2006.

| |
|-----------------------------------------------------------------------|
| Sem. Co. Review/Approval Initials: DPW _____ BCC Chair _____ |
|-----------------------------------------------------------------------|