

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution – County Incentive Grant Program Agreement with the Florida Department of Transportation for the acquisition of right-of-way for County Road 15 (Monroe Road) Project from State Road 46 to County Road 431 (Orange Boulevard)

DEPARTMENT: PUBLIC WORKS **DIVISION:** ENGINEERING

AUTHORIZED BY: W. Gary Johnson **CONTACT:** Jerry McCollum, P.E. EXT. 5651
W. Gary Johnson, P.E., Director

Agenda Date <u>12/20/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing – 1:30 <input type="checkbox"/>		Public Hearing – 7:00 <input type="checkbox"/>	

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a County Incentive Grant Program Agreement with the Florida Department of Transportation for the acquisition of right-of-way for the County Road 15 (Monroe Road) Project from State Road 46 to County Road 431 (Orange Boulevard).

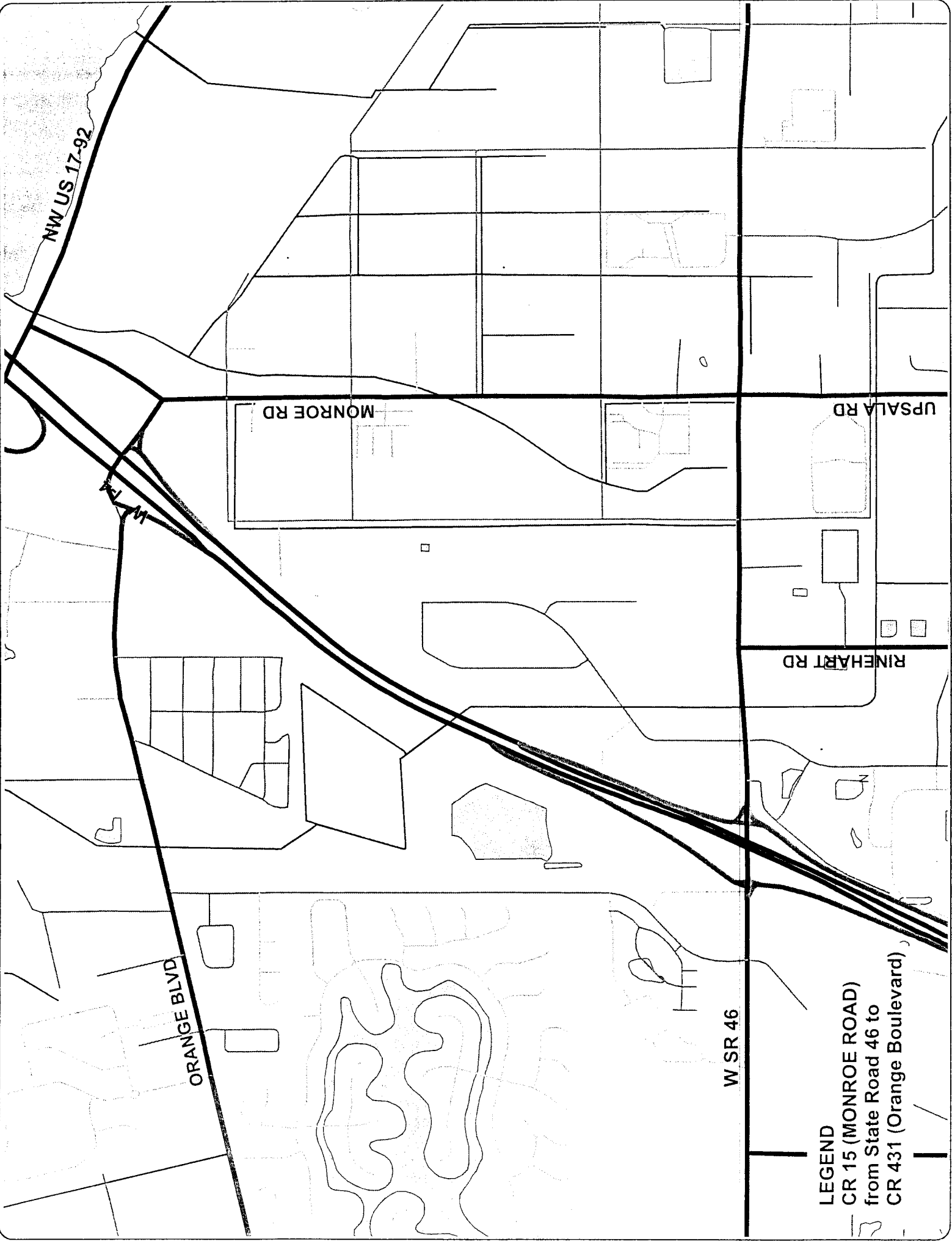
District 5 - Commissioner Carey (Jerry McCollum, P.E.)

BACKGROUND:

Seminole County, through the County Incentive Grant Program (CIGP), has been awarded \$4,000,000 for right-of-way acquisition to four-lane County Road 15 from State Road 46 to County Road 431 (Orange Boulevard). These funds are available in Fiscal Year 2005/06. Also, the County will receive in Fiscal Year 2006/07 an additional \$1,000,000 towards the construction of the project through the CIGP.

Attachments: Location Map
Resolution
County Incentive Grant Program Agreement

Reviewed by:	
Co Atty:	<u>[Signature]</u>
DFS:	
Other:	
DCM:	<u>[Signature]</u>
CM:	<u>[Signature]</u>
File No.	<u>CPWE03</u>



LEGEND
CR 15 (MONROE ROAD)
from State Road 46 to
CR 431 (Orange Boulevard)

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 20th DAY OF December, A.D., 2005.

WHEREAS, the State of Florida Department of Transportation has awarded Seminole County a County Incentive Grant Program (CIGP) allocation to acquire the right-of-way for the County Road 15 (Monroe Road) project from State Road 46 to County Road 431 (Orange Boulevard); 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 the County Incentive Grant Program Agreement for said project known as Financial Project No. 419664-1-54-01 for County Road 15 (Monroe Road) form State Road 46 to County Road 431 (Orange Boulevard).

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 County Incentive Grant Program Agreement for the aforementioned project.

ADOPTED THIS 20th DAY OF December A. D., 2005.

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

Catalog of State Financial Assistance No. 55.008

Financial Project No.: 419664-1-54-01
COUNTY: SEMINOLE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

COUNTY INCENTIVE GRANT PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT," and SEMINOLE County hereinafter referred to as the "COUNTY."

W I T N E S S E T H

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 419664-1-54-01 for County Road 15 (Monroe Road) from State Road 46 to County Road 431 (Orange Boulevard), hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the 20th day of December, 2005, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

1-SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the appropriate services to construct the PROJECT. Said PROJECT consists of: The acquisition of Right of Way needed to provide a four lane urban roadway, 1.18 mile in length, as further described in Exhibit "A," attached hereto and made a part here of.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2000), as amended.

E. The COUNTY shall not sublet, assign, or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Tom Moscoso, Florida Dept. of Transportation	Jerry McCollum, P.E., Public Works Department
719 S. Woodland Boulevard	520 West Lake Mary Blvd, Suite 200
DeLand, FL 32720	Sanford, FL 32773-7424

2-TERM

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

a) ROW to be completed on or before January 1, 2009.

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs (right-of-way and construction) are Fifteen Million seven hundred thirty-six eight hundred dollars (\$15,736,800). The parties further agree that the DEPARTMENT's maximum participation in the right-of-way process is Four million dollars (\$4,000,000) and all remaining right-of-way costs of the project will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

 X - quarterly, or

 - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in an Exhibit attached to this agreement.

iii) In the event the COUNTY proceeds with the design, ROW, construction, and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

F. Travel costs will not be reimbursed.

G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

H. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. 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 one 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. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. It is unlawful for the board of county commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the board of county commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for. Section 129.07, Florida Statutes.

K. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

4-INDEMNITY AND INSURANCE

A. i) To the extent allowed by law, the COUNTY shall indemnify, defend, and hold harmless the DEPARTMENT and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the COUNTY, its agents, or employees, during the performance of the Agreement, except that neither the COUNTY, its agents, or its employees will be liable under this paragraph for any claim, loss, damages, cost, charge, or expense arising out of act, error, omission, or negligent act by the DEPARTMENT, or any of its officers, agents, or employees, during the performance of the Agreement.

ii) When either party receives notice of claim for damages that may have been caused by the other party in the performance of services required under this Agreement, that party will immediately forward the claim to the other party. Each party will evaluate the claim, and report its findings to each other within fourteen (14) working days and jointly discuss options in defending the claim. A party's failure to promptly notify the other of a claim will not act as a waiver or any right herein.

iii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save, and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents, or employees. Neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees."

B. **LIABILITY INSURANCE.** The COUNTY shall carry and keep in force during the period of this Agreement a general liability policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. However, in the event the COUNTY maintains a self-insurance fund to cover such liability, the COUNTY agrees to maintain sufficient reserves in the fund to pay the above-described liability limits. In addition to any other forms of insurance or bonds required under the terms of this Agreement, the COUNTY must comply or cause its contractor to comply with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2000), as amended.

C. **WORKERS' COMPENSATION.** The COUNTY shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

5-COMPLIANCE WITH LAWS

A. The COUNTY shall 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 the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

E. Recipients of state funds are to have audits done annually using the following criteria. State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that the recipient expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$300,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller, and Chapter 10.600, Rules of the Auditor General.

In connection with the audit requirements addressed in the paragraph above, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

If the recipient expends less than \$300,000 in State awards in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$300,000 in State awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from recipient funds obtained from other than State entities).

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The aforementioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit workpapers shall be given FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and *Chapter 10.600, Rules of the Auditor General* shall be sent to:

State of Florida Auditor General
Attn: Ted J. Sauerbeck
Room 574, Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32302-1450

6-TERMINATION AND DEFAULT

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

7-MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and 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. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate which has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this 20th day of December, 2005, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the 20th day of December, 2005, and the DEPARTMENT has executed this Agreement through its District Secretary for District FIVE, Florida Department of Transportation, this _____ day of _____, _____.

SEMINOLE COUNTY, FLORIDA

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

Approved as to form and legal sufficiency.

County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
George Gilhooley, P.E.
DISTRICT SECRETARY
DISTRICT FIVE

NAME: _____

DOT Legal Review:

Availability of Funds Approval:

(Date)

County Incentive Grant Program

COUNTY ROAD 15 (MONROE ROAD) State Road 46 to County Road 431 (Orange Boulevard)

- (a) **Name and address of applicant:** Jerry McCollum, P.E.
Seminole County Engineer
520 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

(b) **Project Description:**

The project consists of four-laning County Road 15 (Monroe Road) from State Road 46 to County Road 431 (Orange Boulevard), a distance of approximately 1.18 miles. County Road 15, from County Road 431 (Orange Boulevard) to State Road 600/U.S. Highway 17/92, is already improved as a four-lane roadway. This segment of roadway is located within FDOT rights-of-way, and serves as an integral part of the Interstate 4/ State Road 600/ U.S. Highway 17/92 interchange.

Project Location Map: See attached map, Location B

Detailed description of the project for improving traffic flow and reducing traffic congestion of the state highway system:

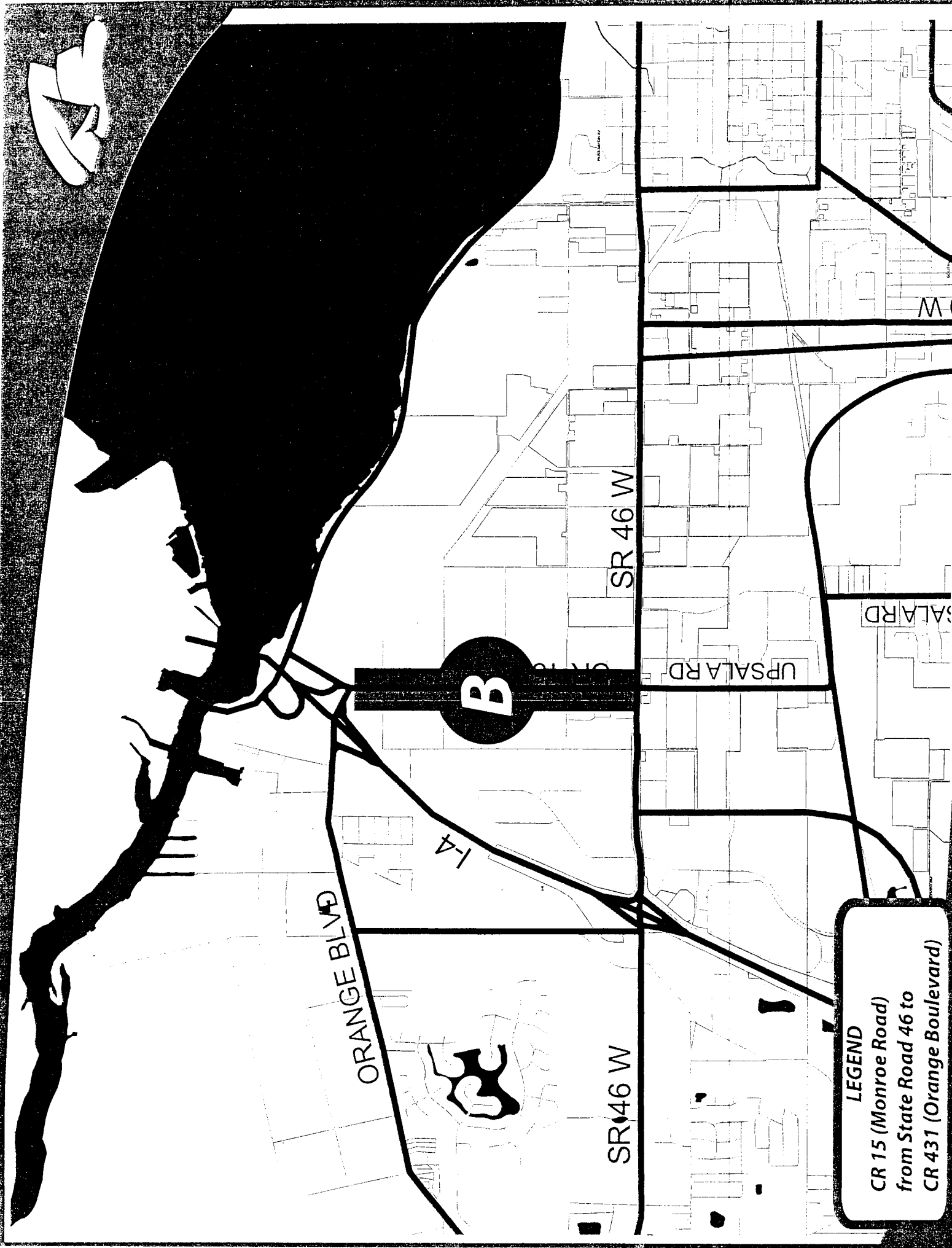
County Road 15 is designated as an urban collector. County Road 15 is a component of the Seminole County Transportation Network. The improved roadway would serve as a major north-south connector link from State Road 46 to the Interstate 4/ State Road 600/ U.S. Highway 17/92 interchange. Improving County Road 15 will provide relief for U.S. Highway 17/92 by Lake Monroe and would help relieve Interstate 4 if operating conditions dictate that traffic be detoured from this facility. The improved four-lane roadway would also provide enhanced hurricane evacuation relief for this area of Seminole County.

(c) **Identification of whether the project is in the Department's Five Year Work Program and if so, provide the work program item number:**

The County Road 15 project is currently funded by the County. It is not in the Department's Five Year Work Program.

(d) **Certification from the chief financial officer of the County that sufficient matching funds are available:**

The County certifies that funds are available to complete the County Road 15 project. (see attached Exhibit 1)



ORANGE BLVD

SR 46 W

SR 46 W

UPSALD RD

UPSALD RD

I-4

LEGEND
CR 15 (Monroe Road)
from State Road 46 to
CR 431 (Orange Boulevard)

- (e) Details of which project phases are included in the request for matching funds, an accounting of the current stage of project development and a schedule of future project development:

We are requesting a match of 50% of the cost for construction. The following table summarizes the cost estimates for the construction, the requested matching fund, and the fiscal year for the matching fund based on the current project schedule as described below. The estimates were based on the most recent engineer's cost estimates by the design consultant.

	Cost Estimate	Matching Fund (50%)	Fiscal Year
Right of Way	\$8,034,400	\$4,017,200	05/06
Construction	\$7,702,400	\$3,851,200	06/07
Total	\$15,736,800	\$7,868,400	

The design is currently underway and will be completed in August 2005. The schedules for the remaining phases are as follows

Design: Completed in August 2005
 Right of Way: September 2005 to March 2007
 Construction: April 2007 to May 2009

- (f) An accounting of expenditures to date for each project phase and a current cost estimate for each project phase:

The County has spent \$1,107,550 in design and \$940,680 in early right-of-way acquisition. The cost estimates and the beginning fiscal years for the remaining phases are as follows:

Right of way: \$8,034,400 FY 05/06
 Construction: \$7,702,400 FY 06/07

- (g) Certification that the project is consistent with the Florida Transportation Plan, the Comprehensive Plan of the Metropolitan Planning Organization where applicable and any local government comprehensive plan:

As shown in Table 1, this project meets the above requirement.

- (h) If the project is not located on the state highway system, a justification report detailing how the project will alleviate the need for construction or improvements to the state highway system by reducing traffic congestion, and quantitatively estimate the improvement through traffic capacity and/or increased level of service afforded the affected state highway:

The Orlando Urban area model for year 2025 was used to assess the benefits of this project on the State Road System. Based on the network assignment runs (with/without the project) and the procedures in the NCHRP Report 255, traffic on U.S. Highway 17/92 in the Sanford area by Lake Monroe will be reduced by 12 percent (from 22,700 vpd to 19,900 vpd). Please see Exhibit 2 for the back up information.

(i) **Any other relevant information necessary to assure compliance with the eligibility requirements and to meet the ranking criteria.**

1. The extent to which the project will encourage, enhance, or create economic benefits:

The County Road 15 project is located in an existing growth corridor. The population and commercial development in the project corridor is predicted to grow throughout the coming decades. The economic impacts are expected to be significant, especially in the area north of State Road 46, east of County Road 15, and south of the CSX railroad track. This area will include a large scale mixed use development with residential, commercial, and office uses. The proposed commuter rail and a station are also in this area. The continued and steady commercial development of this contiguous corridor to Interstate 4 will result in great economic growth for this area of Seminole County.

2. The likelihood that assistance would enable the project to proceed at an earlier date than the project would otherwise proceed:

With this grant money, the County will be able to start the construction in FY 06/07. Without these funds, this project may be delayed to fund other state projects such as Commuter Rail.

3. The extent to which assistance would foster innovative public-private partnerships and attract private debt or equity investment:

The proposed project will provide economic and community development benefits in and around the project area. The economic impacts are expected to be significant, especially in the area north of State Road 46, east of County Road 15, and south of the CSX railroad track. This area will include a large scale mixed use development with residential, commercial, and office uses. The proposed commuter rail and a station are also in this area.

4. The extent to which the project uses new technologies, including intelligent transportation systems, which would enhance the efficiency of the project:

The County will upgrade all of the signalized intersections to include ITS architecture.

5. The extent to which the project helps to maintain or protect the environment:

County Road 15 is a two-lane rural roadway with an open swale drainage system. Three stormwater ponds are proposed to provide water quality treatment and peak flow attenuation where little to none presently exists. Stormwater runoff discharge from County Road 15 is conveyed by Elder Creek, discharged into Lake Monroe and ultimately into the St. John's River.

6. The extent to which the project includes transportation benefits for improving intermodalism and safety:

The additional lanes on county Road 15 will result in a higher level of service, which will contribute to reduced accidents. A widening project, in addition to providing increased capacity, also provides an opportunity to correct any existing safety problems.

SUMMARY

COUNTY ROAD 15

State Road 46 to County Road 431 (Orange Boulevard)

A. Key Benefits of the Improvement:

- Congestion Relief on U.S. Highway 17/92
- Reduce Year 2025 Volume on U.S. Highway by 12 percent (from 22,700 vpd to 19,900 vpd)
- Maintenance of Traffic Relief for Future Interstate 4 Work

B. Grant Amount Requested:

	Cost Estimate	Matching Fund (50%)	Fiscal Year
Right of Way	\$8,034,400	\$4,017,200	05/06
Construction	\$7,702,400	\$3,851,200	06/07
Total	\$15,736,800	\$7,868,400	

STATE / LOCAL PLAN STATUS

PROJECT: COUNTY ROAD 15

LIMITS: State Road 46 to County Road 431 (Orange Boulevard)

LANAGE: 4-Lanes

STATUS	YES	NO	PLAN TO BE AMENDED
STATE / LOCAL			
Florida Transportation Plan	NA		
FDOT 5 year Work Program	NA		
County Comprehensive Plan	X		
County Capitol Improvement Program	X		
METRO PLAN			
2025 Plan	X		
2025 Financially Feasible Plan	X		
TRANSPORTATION IMPROVEMENT PROGRAM			
Transportation Improvement Program FY 2005-2009	X		
Funded Priority FY 2009-2019	NA		
Unfunded Priority FY 2019 – Beyond	NA		

TABLE 1

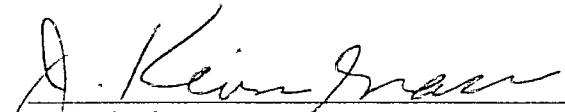
EXHIBIT 1

County Incentive Grant Program

As the County Manager, I certify that Seminole County has sufficient matching funds for the following Capital Improvements Program (CIP) project.

Project: CR 15 (Monroe Road) from State Road 46 to CR 431 (Orange Boulevard)

Fiscal Year: Right of Way – 2005/2006
Construction – 2006/2007



J. Kevin Grace,
County Manager

6/21/05

Date

EXHIBIT 2

Supporting Information for Traffic Diversion

TABLE 1
US 17-92 and CR 15 (Upsala Road)
Growth Rate Comparison

Roadway Segment	TRENDS ANALYSIS			FSUTMS ANALYSIS (No Build) ₄			FSUTMS ANALYSIS (Build) ₅		
	YR 2004 AADT ₂	YR 2025 AADT ₃	Growth	YR 2004 AADT ₂	YR 2025 AADT ₆	Growth	YR 2004 AADT ₂	YR 2025 AADT ₆	Growth
Mainline									
From Orange Blvd. to SR 46	12,700	21,700	3.37%	12,700	24,000	4.24%	12,700	20,800	3.04%
US 17-92									
CR 15 (Upsala Road)	10,800	23,100	5.42%	10,800	14,200	1.50%	10,800	23,600	5.64%
Average			4.40%			2.87%			4.34%

County	POPULATION ANALYSIS ¹	
	2004	2030
Seminole County	403,361	610,500
		Growth
		1.98%

Notes:

1. Year 2030 population estimates (medium) for Seminole County was obtained from BEBR Report.
2. Year 2004 AADT for State Roads and County Roads obtained from FDOT and Seminole County, respectively.
3. Year 2025 AADT is based on Trends analysis using historical data from FDOT and Seminole County.
4. No Build Condition includes 2 lanes along CR 15 from SR 46 to Orange Boulevard.
5. Build Condition includes 4 lanes along CR 15 from SR 46 to Orange Boulevard.
6. The Peak Season Weekday Average Daily Traffic (PSWADT) from the Year 2025 OUATS Model was converted to AADT by using a Model Output Conversion Factor (MOCF) of 0.98.
7. Growth rates of 3.60% and 4.30% (averaged between trends based and FSUTMS based) are recommended along CR 15 and US 17-92 for No Build and Build conditions of CR 15, respectively.

TABLE 2
US 17-92 and CR 15 (Upsala Road)
 Recommended YR 2025 AADT - Based On NCHRP Procedures
 No Build Scenario - CR 15 (Upsala Road) 2 Lanes From SR 46 to Orange Boulevard

SCREENLINE #1 South-to-North, North of SR 46

Roadway Facility	Minimum Acceptable LOS ₁	Existing Number of Lanes	Existing 2004 AADT ₂	Percent of Total Existing	Existing Capacity @ Acc. LOS ₃	Existing V/C Ratio ₄	YR 2025 Model Based AADT ₅	YR 2025 Trends Based AADT ₆	YR 2025 Future Year AADT ₇	Future Number of Lanes	Future Capacity @ Acc. LOS ₈	% of Total Future Capacity ₉	Future Year V/C Ratio ₁₀	Adjustment		Adjusted YR 2025 AADT ₁₁	Adjusted V/C Ratio ₁₂	YR 2025 LOS ₁₃
														Future Capacity ₁₀	Base Count ₁₀			
US 17-92	D	2	12,700	0.54	19,600	0.65	24,000	21,700	22,000	2	19,600	0.56	1.12	18,185	4,508	22,700	1.16	E
CR 15 (Upsala Road)	E	2	10,800	0.46	15,600	0.69	14,200	23,100	19,000	2	15,600	0.44	1.22	14,474	3,833	18,300	1.17	F
TOTALS			23,500	1.00	35,200	0.67	38,200	44,800	41,000		35,200	1.00	1.16	0.797	0.203	41,000	1.16	

Note:

1. Acceptable LOS for State Roads and County Roads based on FDOT and Seminole County Comprehensive Plan, respectively.
2. Year 2004 AADT for State Roads and County Roads obtained from FDOT and Seminole County, respectively.
3. Percent of Total Existing = Roadway segment AADT/Total screening AADT.
4. Existing and Future Capacity at acceptable LOS is based on Table 4-1, FDOT 2002 Quality/Level of Service Handbook.
5. Existing and Future V/C Ratio = AADT/Capacity at Acceptable LOS.
6. Year 2025 Model based AADT is from OJATS 2025 Model. The Peak Season Weekday Average Daily Traffic (PSWADT) from the Model was converted to AADT by using a Model Output Conversion Factor (MOCF) of 0.98.
7. Year 2025 Trends based AADT is based on Trends analysis using historical data from FDOT and Seminole County.
8. Growth rate of 3.60% (averaged between trends based and FSUTMS based from Table 1) per year was applied to US 17-92 and CR 15 north of SR 46 to obtain the Year 2025 Future Year AADT.
9. Percent of Total Future Capacity = Future Roadway segment Capacity/Future Total screening Capacity.
10. Capacity and Base Count adjustments are based on Figure A-14, NCHRP 265 "Highway Traffic Data for Urbanized Area Project Planning and Design", December 1982.
10. Roadway Segment AADT based on Future Capacity = Capacity Factor * % of Future Capacity/Total screening Year 2025 AADT.
11. Roadway Segment AADT based on Base Count = Count Factor * % of total existing/Total screening Year 2025 AADT.
11. Adjusted Year 2025 AADT = Adjusted Year 2025 AADT based on Future Capacity + Adjusted Year 2025 AADT based on Base Count.
12. Adjusted V/C ratio = Adjusted Year 2025 AADT/Future Capacity at Acceptable LOS.
13. Year 2025 LOS based on comparison of Year 2025 AADT to the capacity thresholds from Table 4-1, FDOT 2002 Quality/Level of Service Handbook.

TABLE 3
US 17-92 and CR 15 (Upsala Road)
Recommended YR 2025 AADT - Based On NCHRP Procedures
Build Scenario - CR 15 (Upsala Road) 4 Lanes From SR 46 to Orange Boulevard

SCREENLINE # 1 South-to-North, North of SR 46

Roadway Facility	Minimum Acceptable LOS ₁	Existing Number of Lanes	Existing AADT ₂	Percent of Total Existing ₃	Existing Capacity @ Acc. LOS ₄ , V/C Ratio ₅	YR 2025 Model Based AADT ₆	YR 2025 Trends Based AADT ₇	YR 2025 Future Year AADT ₈	Future Number of Lanes	Future Capacity @ Acc. LOS ₄	% of Total Future Capacity	Future Year V/C Ratio ₉	Adjustment		Adjusted YR 2025 AADT ₁₁	Adjusted V/C Ratio ₁₂	YR 2025 LOS ₁₃
													Future Capacity ₁₀	Base Count ₁₀			
US 17-92	D	2	12,700	0.54	19,600	20,800	21,700	24,000	2	19,600	0.37	1.22	9,936	9,935	19,900	1.02	E
CR 15 (Upsala Road)	E	2	10,800	0.46	15,600	23,600	23,100	21,000	4	32,900	0.63	0.64	16,679	8,449	25,100	0.76	D
TOTALS			23,500	1.00	35,200	44,400	44,800	45,000		52,500	1.00	0.86	0.591	0.409	45,000	0.86	

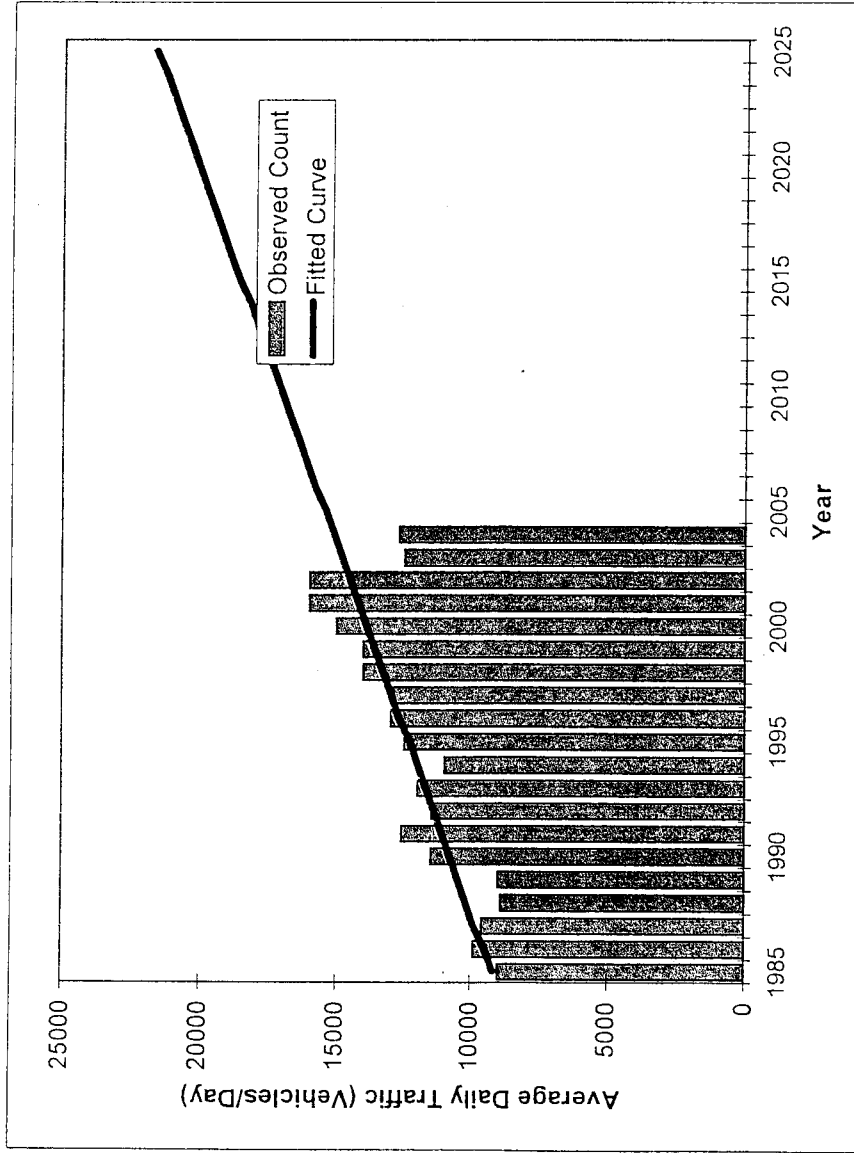
Note:

- Acceptable LOS for State Roads and County Roads based on FDOT and Seminole County Comprehensive Plan, respectively.
- Year 2004 AADT for State Roads and County Roads obtained from FDOT and Seminole County, respectively.
- Percent of Total Existing = Roadway segment AADT/Total screenline AADT.
- Existing and Future Capacity at acceptable LOS is based on Table 4-1, FDOT 2002 Quality/Level of Service Handbook.
- Existing and Future V/C Ratio = AADT/Capacity at Acceptable LOS.
- Year 2025 Model based AADT is from OJATS 2025 Model. The Peak Season Weekday Average Daily Traffic (PSWADT) from the Model was converted to AADT by using a Model Output Conversion Factor (MOCF) of 0.98.
- Year 2025 Trends based AADT is based on Trends analysis using historical data from FDOT and Seminole County.
- Growth rate of 4.30% (averaged between trends based and FSUTMS based from Table 1) per year was applied to US 17-92 and CR 15 north of SR 46 to obtain the Year 2025 Future Year AADT.
- Percent of Total Future Capacity = Future Roadway segment Capacity/Future Total screenline Capacity.
- Capacity and Base Count adjustments are based on Figure A-14, NCHRP 255 Highway Traffic Data for Urbanized Area Project Planning and Design, December 1982.
- Roadway Segment AADT based on Future Capacity = Capacity Factor * % of Future Capacity * Total screenline Year 2025 AADT.
- Roadway Segment AADT based on Base Count = Count Factor * % of total existing * Total screenline Year 2025 AADT.
- Adjusted Year 2025 AADT = Adjusted Year 2025 AADT based on Future Capacity + Adjusted Year 2025 AADT based on Base Count.
- Adjusted V/C ratio = Adjusted Year 2025 AADT/Future Capacity at Acceptable LOS.
- Year 2025 LOS based on comparison of Year 2025 AADT to the capacity thresholds from Table 4-1, FDOT 2002 Quality/Level of Service Handbook.

TRAFFIC TRENDS

US 17-92 -- 0.74 MI. NW of SR 46 to the West

County:	Seminole
Station #:	770064
Highway:	US 17-92



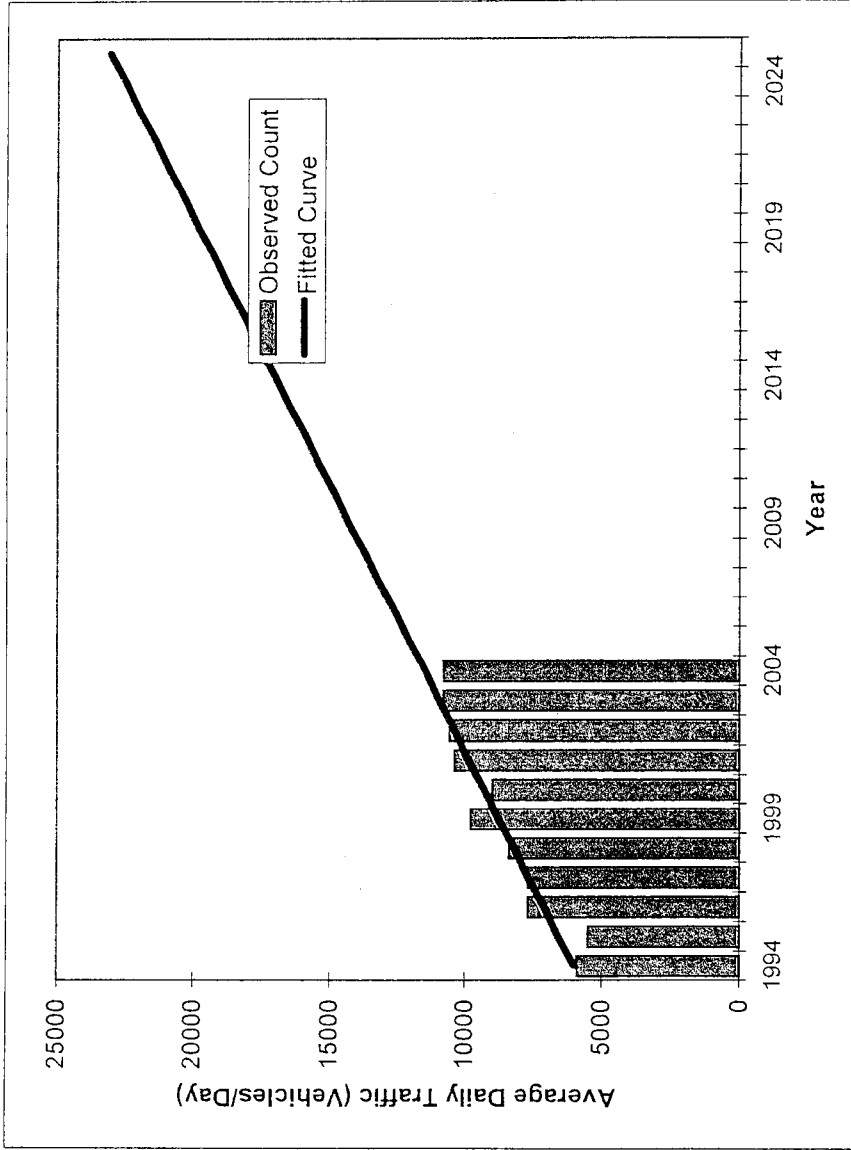
Year	Traffic (ADT)	
	Count*	Trend**
1985	9000	9200
1986	9900	9500
1987	9600	9900
1988	8900	10200
1989	9000	10500
1990	11500	10800
1991	12600	11100
1992	11500	11400
1993	12000	11700
1994	11000	12000
1995	12500	12300
1996	13000	12700
1997	13000	13000
1998	14000	13300
1999	14000	13600
2000	15000	13900
2001	16000	14200
2002	16000	14500
2003	12500	14800
2004	12700	15100
2010	Opening	17000
2015	Mid Year	18600
2025	Design Year	21700

*Axle-Adjusted
 ** Annual ADT Increase: 311
 Trend R-squared: 70.5%
 Trend Annual Growth Rate: 3.4%
 Growth Rate (2004 to Design Year): 2.1%
 Printed 14-Jun-05

TRAFFIC TRENDS

Monroe Road -- I-4 to SR 46

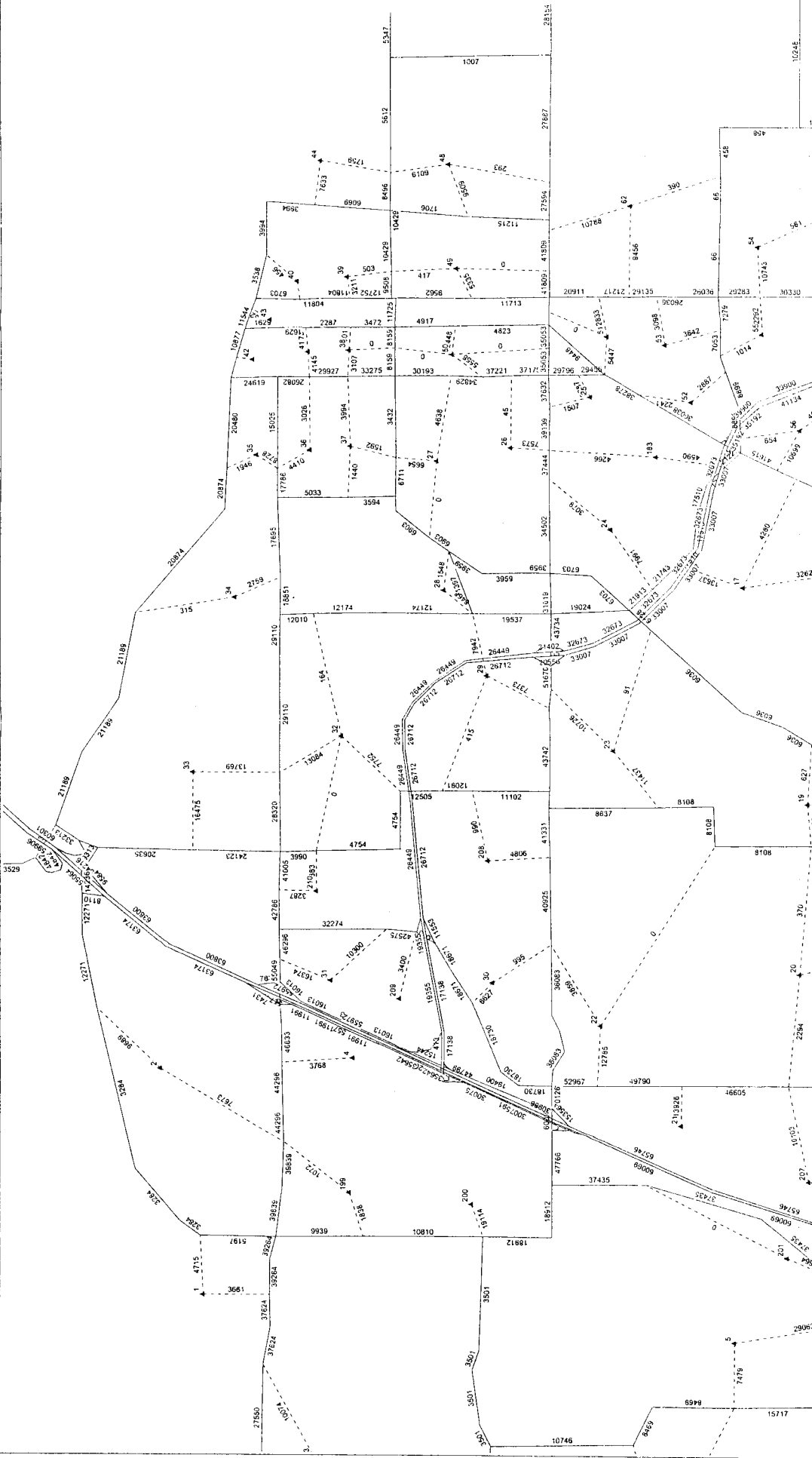
County:	Seminole	Station #:	1
Highway:	Monroe Road		



Year	Traffic (ADT)	
	Count*	Trend**
1994	5900	6000
1995	5500	6600
1996	7700	7100
1997	7700	7700
1998	8400	8200
1999	9800	8800
2000	9000	9300
2001	10400	9900
2002	10600	10400
2003	10800	11000
2004	10800	11500
2010	Opening	14800
2015	Mid Year	17600
2025	Design Year	23100

*Axle-Adjusted
 ** Annual ADT Increase: 549
 Trend R-squared: 90.3%
 Trend Annual Growth Rate: 9.2%
 Growth Rate (2004 to Design Year): 4.8%
 Printed: 14-Jun-05

OUATS 2025 Model Network
CR 15 - Build Condition - 4 Lanes
Total Volume Plot

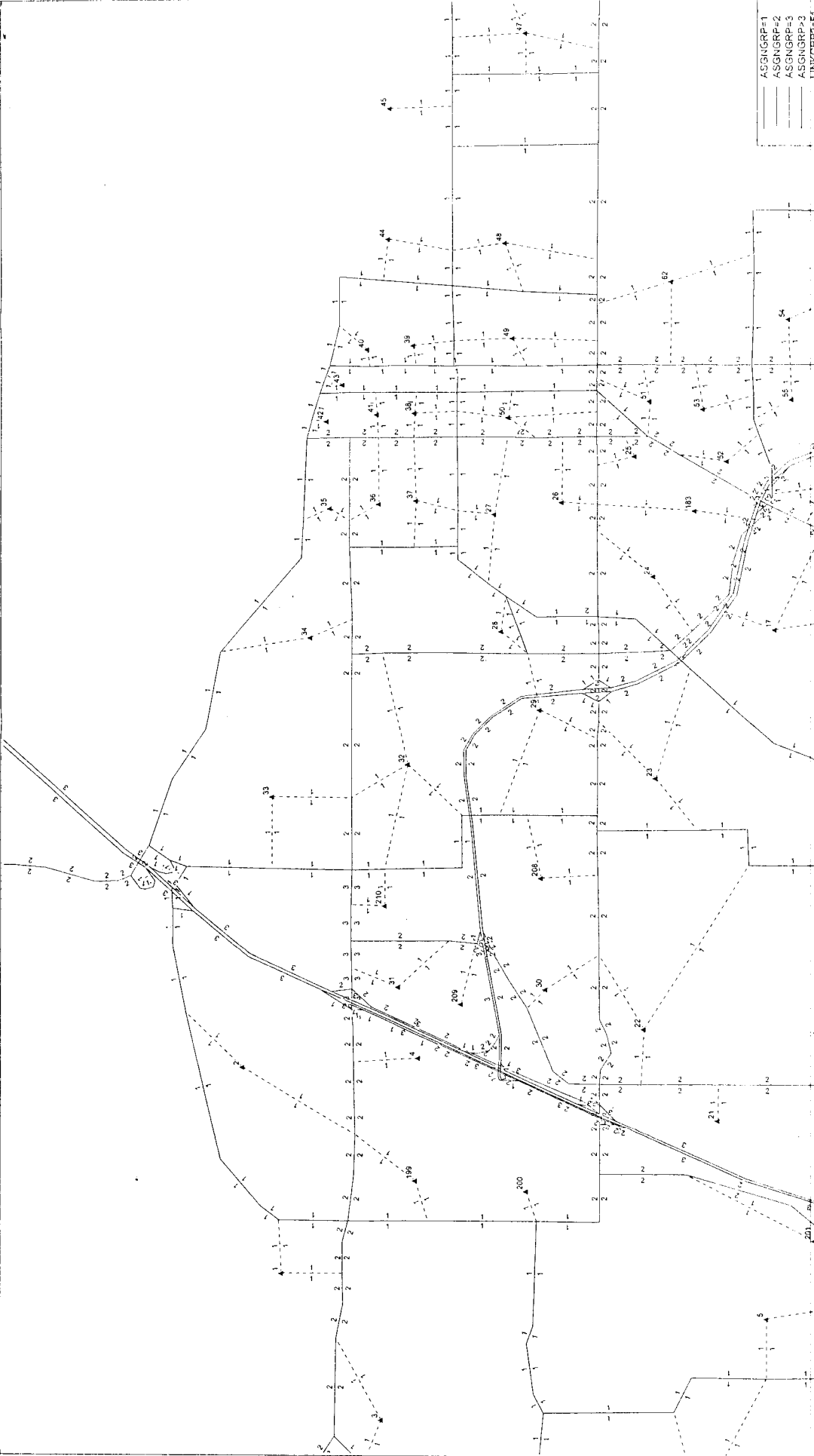


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OJATS 2025 Model Network
CR 15 - No Build Condition - 2 Lanes
Number of Lanes Plot

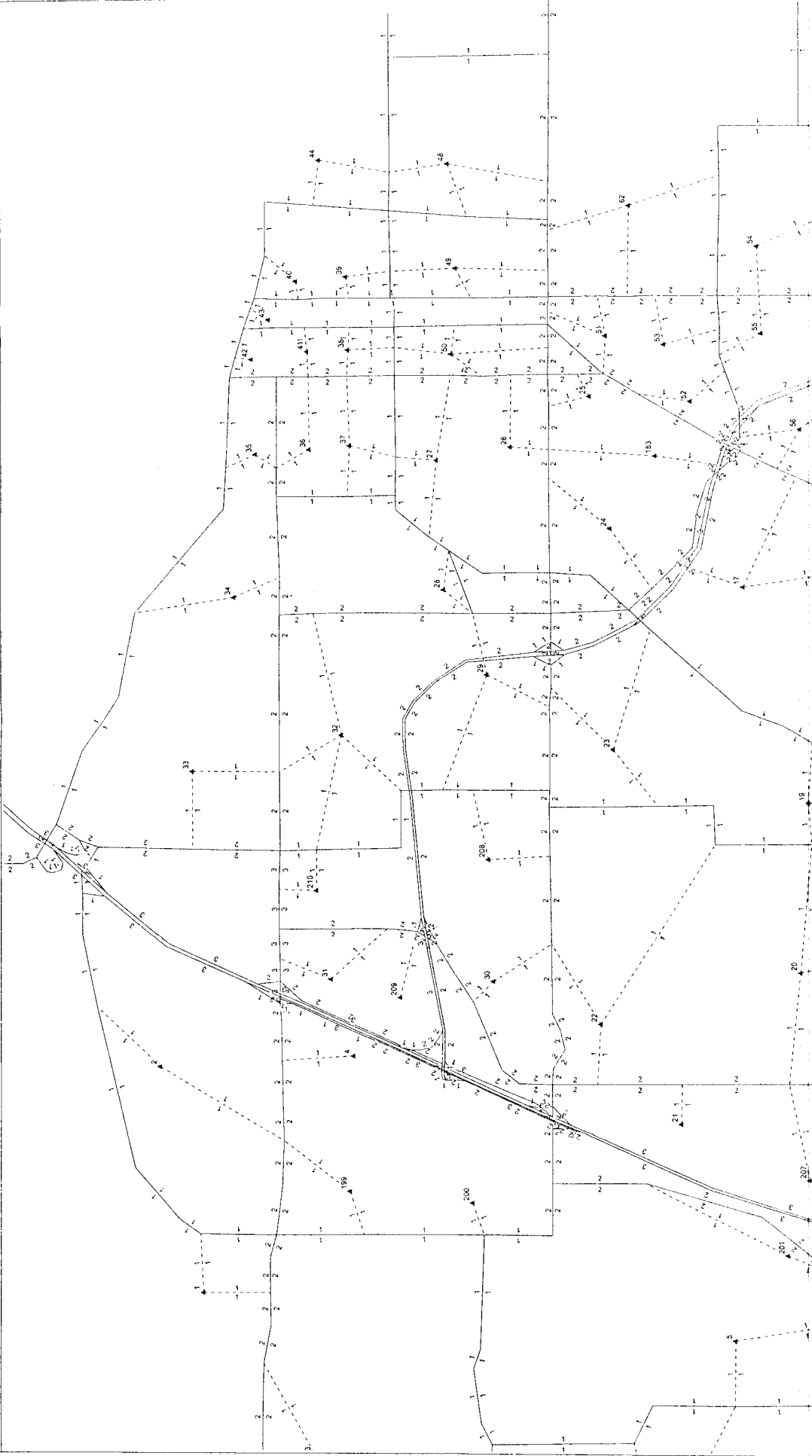


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OUATS 2025 Model Network
CR 15 - Build Condition - 4 Lanes
Number of Lanes Plot



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OUATS 2025 Model Network
 CR 15 - No Build Condition - 2 Lanes
 Total Volume Plot



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