
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Agreement to fund Sanford 13th Street Streetscape Beautification Project

DEPARTMENT: Planning and Development **DIVISION:** Community Redevelopment Agency

AUTHORIZED BY: Dori DeBord **CONTACT:** John G. Metsopoulos **EXT:** 7133

MOTION/RECOMMENDATION:

1. Approve and authorize the Chairman to execute the Interlocal Agreement between the CRA and the City of Sanford, in an amount not to exceed \$400,000, for the 13th Street Streetscape Beautification Project; and also authorize the Chairman to execute a Budget Amendment Request (BAR) in the amount of \$400,000 to be dedicated to the project. At this point \$9,650 will be disbursed out of this amount to hire Herbert Bellomo Landscape Architects for conceptual drawings, landscape architectural plans, and cost estimates for the project. The remainder of the grant shall not be disbursed until the TAC, RPA, and CRA approve the final plans and costs of the project.

2. Deny the Interlocal Agreement between the CRA and the City of Sanford.

3. Continue the item to a time and date certain.

District 5 Brenda Carey

John G. Metsopoulos

BACKGROUND:

The City of Sanford has embarked on an \$18 million construction project to house the City's Police and Fire Departments in a new Public Safety Building, located on the corner of Lake Avenue and West 13th Street, within the US 17-92 CRA. In addition to the construction cost, the City is committing an additional \$294,000 for landscaping, decorative street lighting, and streetscape improvements in front of the new building.

The City is seeking a CRA grant (see attached resolution No. 2138) in an amount not to exceed \$400,000 to complete a streetscape beautification project along West 13th Street, extending from the new building to US 17-92. At this point the City is seeking disbursement of \$9,650 out of the requested \$400,000. If approved, the City intends to hire Herbert Bellomo Landscape Architects (see attached scope of services, Exhibit B) to design the project, develop conceptual drawings, create landscape architectural plans, and provide cost estimates (Exhibit A).

The City will present the design work and total project cost estimates to the TAC, RPA and CRA Boards for review and final approval before the remainder of the funds are disbursed. The Sanford City Commission will be voting on the Interlocal Agreement at the July 14, 2009 City Commission meeting.

CRA Goals and Objectives Addressed by the Proposed Project:

- Promote environmental clean-up, restoration, and protection.
- Provide infrastructure upgrades and enhancements where existing service is in poor condition, inadequate, or not available.
- Stimulate private investment along the corridor.
- Reduce visual blight and improve the overall appearance of the corridor.
- Encourage the acquisition, demolition, and reuse of properties that, by virtue of their location, condition, or value, no longer function at their highest economic potential.
- Improve the investment image of the redevelopment area.
- Promote economic growth by providing job creation and sustainable wages.

RPA RECOMMENDATION:

At its May 28 meeting, the RPA voted unanimously to recommend the approval of a grant not to exceed \$400,000 for the 13th Street Streetscape Beautification Project, and further recommends that \$400,000 be approved for this project and that \$9,650 be disbursed out of this amount to hire Herbert Bellomo Landscape Architects for conceptual drawings, landscape architectural plans, and cost estimates for the project. Finally, the RPA recommends that the remainder of the grant not be disbursed until the TAC, RPA, and CRA reviews and approves the final plans and costs of the project.

STAFF RECOMMENDATION:

Staff recommends that the CRA Board approve and authorize the Chairman to execute the Interlocal Agreement between the CRA and the City of Sanford, in an amount not to exceed \$400,000, for the 13th Street Streetscape Beautification Project; and also authorize the Chairman to execute a Budget Amendment Request (BAR) in the amount of \$9,650 to be disbursed out of this amount to hire Herbert Bellomo Landscape Architects for conceptual drawings, landscape architectural plans, and cost estimates for the project. The remainder of the grant shall not be disbursed until the TAC, RPA, and CRA approve the final plans and costs of the project.

ATTACHMENTS:

1. Agreement
2. Total Project Cost
3. Location Map
4. Resolution
5. Scope Of Services
6. Public Safety Building Rendition
7. Mayor Kuhn Letter of Support
8. BAR 09-78 - Sanford 13th St Beautification Project

Additionally Reviewed By:
<input checked="" type="checkbox"/> Budget Review (Betty Newton, Lisa Spriggs)

County Attorney Review (Ann Colby)

**13TH STREET BEAUTIFICATION PROJECT
CITY OF SANFORD/US 17-92 CRA**

THIS AGREEMENT is made and executed this ____ day of _____, 20____, by and between the **US 17-92 COMMUNITY REDEVELOPMENT AGENCY**, whose address is 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "CRA", and **CITY OF SANFORD**, whose mailing address is P.O. Box 1788, Sanford, Florida 32772-1788, hereinafter referred to as the "CITY" for the purpose of facilitating CITY's and CRA's 13th Street Beautification Project.

W I T N E S S E T H:

WHEREAS, CRA and CITY are mutually desirous of entering into a cooperative venture to complete a streetscape beautification project along West 13th Street in Sanford from the CITY's new Public Safety Building to US 17-92; and



WHEREAS, CRA and CITY have each agreed to mutual obligations to make the 13th Street Beautification Project ("Project") a reality and each agrees that the covenants of this Agreement represent the most practical, economic, and beneficial means to accomplish the parties objectives; and

WHEREAS, both parties hereby represent, each to the other, that they are legally empowered to enter into this Agreement and have done all steps necessary and incidental to the execution of this Agreement; and

WHEREAS, this Agreement is authorized under the provisions of Chapter 163, Florida Statutes, which authorizes the exercise by

Agreement of two (2) or more public agencies of any power common to them,

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

SECTION 1. RECITALS. The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions associated with parties' joint responsibilities for completion of the 13th Street Beautification Project.

SECTION 3. TERM.  The initial term of this Agreement begins upon execution of this Agreement by the parties and shall remain in effect for a period of six (6) years or until terminated by either party after first giving thirty (30) days written notice.

SECTION 4. CITY'S RESPONSIBILITIES.

(a) CITY will be responsible for coordinating and hiring all contractors involved in the Project and securing the necessary permits from inception to completion of the Project.

(b) Completion of the 13th Street Beautification Project as outlined in the Scope of Services, attached hereto as Exhibit "A".

(c) Ensuring that the plantings shall be drought tolerant/low maintenance plantings and that the soil has the organic composition to sustain the plant life being proposed as determined by the CRA.

(d) Ensuring that the lighting used in the Project meets all FDOT requirements and is energy efficient.

(e) Payment of any and all cost overrun beyond the FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) to be paid by the CITY for this Project.

SECTION 5. CRA'S RESPONSIBILITIES.

(a) CRA will reimburse the CITY for the work as outlined in Exhibit "A". The reimbursement will be as follows: one-third (1/3) up front, one-third (1/3) at mid-point, and one-third (1/3) at the conclusion of the Project. Project will not exceed the figure of FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00).

(b) Upon approval of the Interlocal Agreement by both parties, the sum of NINE THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$9,650.00) shall be paid by the  CRA to the CITY out of the FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) to hire Herbert Bellomo Landscape Architects for conceptual drawings, landscape architectural plans and cost estimates for the Project as described in Exhibit "B".

(c) Upon satisfactory completion of the Scope of Services, the final Project design, Scope of Services, Project costs and deliverables will be reviewed and approved by the TAC, RPA and CRA before the Project can commence.

(d) The final one-third (1/3) of the reimbursement will be released when the Project is deemed completed by the CRA. The CITY is responsible to submit all receipts or lien releases for all work completed when seeking final reimbursement.

(e) The CRA will reimburse the CITY for maintenance and upkeep for the landscaping referenced in Exhibit "A" for a period of two (2) years from the completion date not to exceed EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) annually. Payments will be disbursed in three (3) installments every fourth (4th) month. It will be the responsibility of the CITY to invoice the CRA for payment.

SECTION 6. MAINTENANCE OF PROJECT. The parties agree that the Project improvements and location shall be maintained for a minimum period of five (5) years from the date of completion with maintenance and upkeep to be the responsibility of the CITY.

SECTION 7. NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, return receipt requested,  addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For CRA:

CRA Manager
Seminole County
1101 E. First Street
Sanford, FL 32771

For CITY:

City Manager
City of Sanford
P.O. Box 1788
Sanford, FL 32772-1788

(b) The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party which notice can also be sent via facsimile transmission, provided that a record of such communications shall be maintained by both parties.

SECTION 8. TERMINATION. Anything else in this Agreement to the contrary notwithstanding, this Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party.

SECTION 9. INSURANCE REQUIREMENTS. Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

SECTION 10. INDEMNIFICATION.

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of CRA and CITY beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

SECTION 11. INDEPENDENT CONTRACTORS. It is agreed that nothing herein contained is intended or should be construed as in any manner

creating or establishing a relationship of copartners between the parties, or as constituting CITY, including its officers, employees, and agents, the agent, representative, or employee of CRA for any purpose, or in any manner, whatsoever. The parties are to be and shall remain independent contractors with respect to all services performed under this Agreement.

SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

SECTION 15. INTERPRETATIONS. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

SECTION 16. FORCE MAJEURE. In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 17. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. 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.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

SECTION 19. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

SECTION 20. PUBLIC RECORDS. Each party shall allow public access to all documents, papers, letters, or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

SECTION 21. RECORDS AND AUDITS. The parties agree to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

Section 22. Conflicts Of Interest.

(a) The parties agree that they will not engage in any action that would create a conflict of  interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5 percent), either directly or indirectly, in the business of the party to be conducted hereunder; that no such person shall have any such interest at any time during the term of this Agreement; and that no person shall use any monies derived under this Agreement for lobbying the legislature in contravention of Section 216.347, Florida Statutes. The occurrence of an event of

ethics violation as envisioned herein shall be grounds for unilateral termination of this Agreement by the non-offending party.

SECTION 23. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 24. DISPUTE RESOLUTION. Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the parties and the provisions of Chapter 164, Florida Statutes.

SECTION 25. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

SECTION 26. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 27. ENTIRE AGREEMENT. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the

contrary. This Agreement shall bind the parties, their assigns, and successors in interest.

SECTION 28. EXHIBITS. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

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

ATTEST:

CITY OF SANFORD

JANET R. DOUGHERTY, City Clerk



LINDA KUHN, Mayor

Date: _____

Approved as to form and legal sufficiency.

WILLIAM L. COLBERT, City Attorney

US 17-92 COMMUNITY
REDEVELOPMENT AGENCY

By: _____
BOB DALLARI, Chairman

Approved as to form and legal sufficiency.

Date: _____

County Attorney

AC/lpk
6/9/09

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Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Scope of Services-Landscape Architect

US17-92 CRA Beautification Program
US17-92 13th Street Beautification Project
13th Public Safety Building East to US 17-92
Exhibit A

Item	Scope of Work	Cost Estimate/Expenditure
1	Project conceptual drawings, initial investigation of FDOT requirements	Cost Estimate TBD
2	Design & prepare landscape construction documents	Cost Estimate TBD
3	Design & prepare lighting & electrical construction documents, Coordinate design components to meet FDOT standards & approval.	Cost Estimate TBD
4	Estimated costs of landscape materials and installation.	Cost Estimate TBD
5	Estimated cost of hardscape (brick stamping)	Cost Estimate TBD
6	Estimated cost of landscape maintenance*	\$16,000
7	Estimated cost of materials & installation of electrical components associated with FDOT approved lighting upgrade.	Cost Estimate TBD
Project Estimated Total		Cost Estimate TBD

* This is a two year total as the CRA will maintain the landscaping for two years, maintenance funds will be disbursed annually.

EXHIBIT "B" SCOPE OF SERVICES

PROJECT: 13th STREET STREETScape REQUESTED SERVICES

Bellomo-Herbert & Company, Inc. (hereinafter referred to as the LANDSCAPE ARCHITECT) and the City of Sanford (hereinafter referred to as the CITY) hereby agree as follows:

I. DESCRIPTION OF WORK

Following the completion of a Corridor study for the streetscape of 13th Street, the LANDSCAPE ARCHITECT has been requested by the CITY to provide professional landscape architectural services to the CITY for a conceptual streetscape design for 13th Street from Lake Avenue to include the intersection of 17-92.

II. GENERAL SCOPE OF THE WORK

The part of the Project for which the LANDSCAPE ARCHITECT is to perform services is generally described as follows:

A. TASK 1 – SITE VISIT

1. The LANDSCAPE ARCHITECT shall attend a site meeting with the city to walk the corridor to get a better understanding of the potential opportunities and constrains. Tree selection, placement, bulb-outs, etc will be discussed to further develop the conceptual streetscape plan.

B. TASK 2 – CONCEPTUAL DESIGN

1. The LANDSCAPE ARCHITECT will take all the information received during the site visit and prepare a conceptual streetscape layout over an aerial as well as two typical sections for the street to clearly show the design intent for this corridor. The plan will be submitted to the city for their review.
2. The LANDSCAPE ARCHITECT will provide estimates of probable cost for the layout.
3. The LANDSAPE ARCHITECT will be available two (2) times to meet with the city to review the design.

C. TASK 3 – PUBLIC MEETING

1. The LANDSCAPE ARCHITECT shall attend one public meeting to present the conceptual streetscape design.

D. TASK 4 – PLAN REVISIONS & RENDERING

1. At the direction of the City staff, the LANDSCAPE ARCHITECT will make changes to the conceptual streetscape plan and prepare a final colored rendering for use by the city.
2. The LANDSCAPE ARCHITECT will provide a final estimate of probable cost for the design.

III. COMPENSATION

As compensation for the above described work, the LANDSCAPE ARCHITECT shall receive lump sum professional services fees of \$9,650.00 as broken out below.

• Task 1 – Site Visit	\$1,500.00
• Task 2 – Conceptual Design	\$5,700.00
• Task 3 – Public Meeting	\$ 600.00
• Task 4 – Revision & Rendering	\$1,850.00

IV. ADDITIONAL SERVICES

Additional Services beyond the basic services provided by the LANDSCAPE ARCHITECT and outlined herein shall be compensated as outlined in the Prime Agreement.



WS ____ RM _X_
Item No. _____

**CITY COMMISSION MEMORANDUM 09-189
MAY 11, 2009 AGENDA**

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Antonia Gerli, Principal Planner
SUBMITTED BY: Robert (Sherman) Yehl, City Manager
SUBJECT: A Resolution Regarding Funding of a 13th Street Beautification Project

SYNOPSIS:

A resolution requesting an estimated \$400,000 in US 17-92 Community Redevelopment Agency funds for a 13th Street beautification and improvement project has been prepared.

FISCAL/STAFFING STATEMENT:

None

BACKGROUND:

The public safety facility project, currently under construction, includes landscaping and improvements to 13th Street in the amount of \$294,825.

The funds requested from the CRA would extend the landscaping and improvements from Lake Avenue near the location of the public safety facility east to US 17-92.

A funding estimate has been prepared by Wharton-Smith:

- \$356,000 estimated construction cost
- \$35,000 engineering cost
- \$9,000 streetscape study

A more exact cost will be determined after the engineering and streetscape studies are completed.

This request will be reviewed by the CRA at their quarterly meeting on May 28, 2009.

LEGAL REVIEW:

N/A

RECOMMENDATION:

It is recommended that the City Commission approve the resolution to request an estimated \$400,000 from the US 17-92 CRA for the 13th Street beautification project.

SUGGESTED MOTION:

“I move to approve Resolution No. 2138 to request an estimated \$400,000 from the US 17-92 CRA for the 13th Street beautification project.”

Attachments: Aerial Map of 13th Street
Resolution No. 2138

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13th Street Beautification Project

1 Funded with Public Safety Complex

2 Funding request to CRA

3 Future funding phase



Resolution No. 2138

A resolution of the City Commission of the City of Sanford, Florida, authorizing the submission of a request to the United States Highway Corridor 17-92 Community Redevelopment Agency to fund a 13TH Street beautification project in an amount estimated at \$400,000.

Whereas, on June 24, 1997 the Seminole County Board of County Commissioners adopted Resolution 97-8-130, establishing the United States Highway 17-92 Corridor Community Redevelopment Agency (the "CRA"), pursuant to *Section 163.357, Florida Statutes*, and determining that the United States Highway 17-92 Corridor Community Redevelopment Area (the Redevelopment Area) is a blighted area; and

Whereas, on December 16, 1997, the Seminole County Board of County Commissioners approved Ordinance No. 97-54, which adopted A Redevelopment Plan for the Redevelopment Area; and

Whereas, on December 16, 1997, the Seminole County Board of County Commissioners adopted Ordinance No 97-55, which authorized the establishment of a Redevelopment Trust Fund, as provided for in *Section 163.387, Florida Statutes*, in which tax increment revenues deriving from the Redevelopment Area will be deposited for the purposes of financing particular elements of the Community Redevelopment Project; and

Whereas, on December 22, 1997, the City Commission of the City of Sanford adopted Resolution Number 1775, which, pursuant to *Section 163.356, Florida Statutes*, concurred with the Redevelopment Plan adopted by the Seminole County Board of County Commissioners so that the portions of the Redevelopment Area and the programs and projects of the Redevelopment Plan that fall within or which will be implemented within the corporate limits of

the City of Sanford will function as intended by Seminole County and the cities within Seminole County; and

Whereas, on October 21, 1998, the City entered into a Multi-Party Interlocal Agreement Establishing the U. S. Highway 17-92 Corridor Redevelopment Planning Agency (Multi-Party Agreement) with Seminole County, the City of Casselberry, the City of Lake Mary and the City of Winter Springs to establish a partnership for the purposes of carrying out the intent of the Redevelopment Plan; and

Whereas, the purposes of the Redevelopment Plan include the eradication of blight as evidenced in defective street layout, faulty lot layout, unsafe conditions and visual blight; and

Whereas, the portion of 13th Street that is located in the Redevelopment Area shows evidence of a blighted condition; and

Whereas, the City is proposing a beautification and improvement plan for that portion of 13th Street that is located in the Redevelopment Area in order to eliminate the blighted condition, advance economic development and increase the valuation of property in the Redevelopment Area, consistent with the criteria for development projects set forth in the Multi-Party Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SANFORD, FLORIDA;

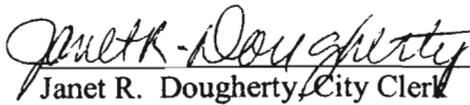
Section One. Recitals. The recitals set forth in the whereas clauses to this Resolution are hereby adopted as the legislative and administrative findings of the City Commission.

Section 2: Implementing administrative actions. The City Commission hereby directs the City Manager to prepare and submit a request to the U. S. Highway 17-92 CRA for funding of a 13th Street improvement and beautification project in an amount estimated at \$400,000.

Section 3: Effective date. This Resolution shall become effective immediately upon passage and adoption.

Passed and adopted this 11th day of May, 2009.

ATTEST:


Janet R. Dougherty, City Clerk


Linda Kuhn, Mayor

EXHIBIT "A"
WORK ORDER FORM

CITY OF SANFORD

**WORK ORDER
FOR
PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
AGREEMENT**

WORK ORDER NO: _____

PROJECT: 13th Street Streetscape

CONSULTANT: Bellomo-Herbert & Co. Inc.

Execution of the Work Order by the CITY shall serve as authorization for the CONSULTANT to provide for the above project, professional services as set out in the Scope of Services attached as Exhibit "B," to that certain Agreement of September 3, 2008 between the CITY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- DRAWINGS/PLANS/SPECIFICATIONS
- SCOPE OF SERVICES
- SPECIAL CONDITIONS
- _____

The CONSULTANT shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Notice to Proceed by the CITY and shall be completed within sixty (60) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

FIXED FEE BASIS

TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT

TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT

(b) If the compensation is based on a "Fixed Fee Basis," then the CONSULTANT shall perform all work required by this Work Order for the sum of six thousand eight hundred DOLLARS (\$9,650.00). In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONSULTANT shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONSULTANT's compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONSULTANT is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the CITY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount, The CITY shall compensate the CONSULTANT for the actual work performed under this Work Order.

(e) Payment to the CONSULTANT shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement.

(f) It is expressly understood by the CONSULTANT that this Work Order, until executed by the CITY, does not authorize the performance of any services by the CONSULTANT and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on the ____ day of _____, 200__, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

CONTRACTOR.

By: _____
Corporate Secretary or Witness

Ruth Perry
Principal
Date: _____

ATTEST:

CITY OF SANFORD

Janet Dougherty, City Clerk
Date: _____

Linda Kuhn
Mayor

For the use and reliance of the City of Sanford only. Approved as to form and legal sufficiency.

/s/William L. Colbert
William L. Colbert, City Attorney

CITY OF SANFORD

EXHIBIT "B" SCOPE OF SERVICES

PROJECT: 13th STREET STREETScape REQUESTED SERVICES

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I. DESCRIPTION OF WORK

Following the completion of a Corridor study for the streetscape of 13th Street, the LANDSCAPE ARCHITECT has been requested by the CITY to provide professional landscape architectural services to the CITY for a conceptual streetscape design for 13th Street from Lake Avenue to include the intersection of 17-92.

II. GENERAL SCOPE OF THE WORK

The part of the Project for which the LANDSCAPE ARCHITECT is to perform services is generally described as follows:

A. TASK 1 – SITE VISIT

1. The LANDSCAPE ARCHITECT shall attend a site meeting with the city to walk the corridor to get a better understanding of the potential opportunities and constrains. Tree selection, placement, bulb-outs, etc will be discussed to further develop the conceptual streetscape plan.

B. TASK 2 – CONCEPTUAL DESIGN

1. The LANDSCAPE ARCHITECT will take all the information received during the site visit and prepare a conceptual streetscape layout over an aerial as well as two typical sections for the street to clearly show the design intent for this corridor. The plan will be submitted to the city for their review.
2. The LANDSCAPE ARCHITECT will provide estimates of probable cost for the layout.
3. The LANDSAPE ARCHITECT will be available two (2) times to meet with the city to review the design.

C. TASK 3 – PUBLIC MEETING

1. The LANDSCAPE ARCHITECT shall attend one public meeting to present the conceptual streetscape design.

D. TASK 4 – PLAN REVISIONS & RENDERING

1. At the direction of the City staff, the LANDSCAPE ARCHITECT will make changes to the conceptual streetscape plan and prepare a final colored rendering for use by the city.
2. The LANDSCAPE ARCHITECT will provide a final estimate of probable cost for the design.

III. COMPENSATION

As compensation for the above described work, the LANDSCAPE ARCHITECT shall receive lump sum professional services fees of \$9,650.00 as broken out below.

• Task 1 – Site Visit	\$1,500.00
• Task 2 – Conceptual Design	\$5,700.00
• Task 3 – Public Meeting	\$ 600.00
• Task 4 – Revision & Rendering	\$1,850.00

IV. ADDITIONAL SERVICES

Additional Services beyond the basic services provided by the LANDSCAPE ARCHITECT and outlined herein shall be compensated as outlined in the Prime Agreement.



CITY OF SANFORD
POLICE & FIRE HEADQUARTERS



RECEIVED JUN 26 2009

P.L.D

OFFICE OF THE MAYOR AND CITY COMMISSION

June 23, 2009

MAILING ADDRESS
CITY OF SANFORD
POST OFFICE BOX 1788
SANFORD, FL 32772-1788

PHYSICAL ADDRESS
CITY HALL
300 NORTH PARK AVENUE
SANFORD, FL 32771-1244

TELEPHONE
407.688.5001

FACSIMILE
407.688.5002

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

ROBERT (SHERMAN) YEHL
CITY MANAGER

Chairman Robert Dallari
and Members of the Seminole County Board of County Commissioners
1101 East First Street
Sanford, FL 32771

Re: 13th Street Beautification Request for Funding to US 17-92
Community Redevelopment Agency

Dear Commissioners:

We understand our request for funding for the 13th Street Beautification Project is scheduled for consideration at your July 28, 2009 meeting. I believe this to be an opportunity to leverage resources for the benefit of both our constituencies.

As you may be aware, the City will spend in excess of \$20 million to complete the new Police and Fire Headquarters on West 13th Street. This project involves substantial improvements to both 13th Street and Lake Avenue along the site frontage. These improvements include on-street parking, landscaping, street lighting and signalization. This action alone represents an investment by the City of almost \$500,000.

We believe by partnering with the US 17-92 Community Redevelopment Agency (CRA) we can maximize the impact of both our dollars. If the CRA were to grant our request, you would effectively be funding beatification of the 13th Street as a complete corridor from French Avenue to Lake Avenue at half the cost.

On behalf of the City Commission, we stand at the ready to partner with you on this project. Our staff and I are available at your convenience to answer any questions you may have.

Sincerely,

[Handwritten signature of Linda Kuhn]

Mayor Linda Kuhn
City of Sanford

C: Member of the City Commission
County Manager
Executive Director US 17/92 CRA
City Manager

The Friendly City

2009-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Betty B. Newton Analyst	6/24/09 Date
Budget Manager	Date
Director	Date
09-78 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Planning and Development**
Fund(s): US 17-92 Redevelopment Fund

PURPOSE: To appropriate funding for a Community Redevelopment Agency Mini-Grant Application for the Sanford 13th Street Beautification Project.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
13300.999987.599994		Reserves/Capital Improvement/ Other	400,000
Total Sources			\$ 400,000

Uses:

Account Number	Project #	Account Title	Amount
13300.011102.580821	00284501W	Aid to Private Organizations	400,000
Total Uses			\$ 400,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2009-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Bob Dallari
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____