



Interoffice Memorandum

February 19, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Joseph C. Kunkel, P.E., Director, Public Works Department

CONTACT PERSON: Humberto L. Castellero, P.E., PTOE, Manager
Traffic Engineering Division

PHONE NUMBER: (407) 836-7891

SUBJ: **Amended and Restated Joint Participation Agreement Between Orange County and Osceola County for Contemplated Improvements at Ward Road and Simpson Road**

Submitted for approval and execution is the Amended and Restated Joint Participation Agreement between Orange County and Osceola County for the ultimate improvements at the intersection of Ward Road and Simpson Road including a mast arm signal and independent left and right turn lanes from Ward Road onto Simpson Road.

Osceola County shall permit, design, bid, construct, and maintain the signal in perpetuity and Orange County agrees to contribute a one-time payment of \$450,000. The term of this Agreement shall commence upon the Effective Date and conclude upon completion of construction by Osceola County according to the Ultimate Widening of Simpson Road Plans, including the signal intersection improvement and the turn lanes at Ward Road and Simpson Road.

The County Attorney's Office and the Public Works Traffic Engineering Division have reviewed the Amended and Restated Joint Participation Agreement and find it acceptable.

Action Requested: Approval and execution of Amended and Restated Joint Participation Agreement between Orange County and Osceola County for Contemplated Improvements at Ward Road and Simpson Road. The cost to the County is \$450,000. District 4.

JCK/HLC/dar

Attachments

**AMENDED AND RESTATED JOINT PARTICIPATION AGREEMENT
BETWEEN
ORANGE COUNTY AND OSCEOLA COUNTY
FOR CONTEMPLATED IMPROVEMENTS AT
WARD ROAD AND SIMPSON ROAD**

THIS AMENDED AND RESTATED JOINT PARTICIPATION AGREEMENT BETWEEN ORANGE COUNTY AND OSCEOLA COUNTY FOR CONTEMPLATED IMPROVEMENTS AT WARD ROAD AND SIMPSON ROAD (the “Agreement”), effective as of the latest date of execution (the “Effective Date”), is entered into by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter called “Orange,” and Osceola County, a political subdivision of the State of Florida, hereinafter called “Osceola.”

WITNESSETH

WHEREAS, Osceola and Orange wish to cooperate in making certain improvements to those certain two-lane roadways known as Simpson Road and Ward Road; and

WHEREAS, Osceola is in the process of design and engineering work for the ultimate widening of Simpson Road (the “Ultimate Roadway Plans”), with construction anticipated in its fiscal year 21-22; and

WHEREAS, Orange and Osceola previously entered into a Joint Participation Agreement on August 2, 2018, for Interim Improvements to Ward Road and Simpson Road (the “Original Agreement”), which Interim Improvements included the construction of Turn Lanes and an Intersection Improvement, as those terms are further defined herein, and together the “Interim Improvements,” prior to completion of the ultimate widening of Simpson Road (the “Ultimate Improvements”) , to include a temporary strain pole signal (the “Temporary Signal”); and

WHEREAS, the construction bids for the Interim Improvements were significantly higher than the estimate contained within the Original Agreement, such that the Parties have agreed to forgo advancing the construction of the Interim Improvements prior to construction of the Ultimate Improvements; and

WHEREAS, Orange nevertheless desires that the Ultimate Improvements will include independent left and right turn lanes from Ward Road onto Simpson Road (the “Turn Lanes”) and a mast arm signal at the intersection of Ward Road and Simpson Road (the “Intersection Improvement”); and

WHEREAS, the parties have reached agreement regarding each one's participation in the design, funding, permitting, construction, and maintenance of the contemplated Ultimate Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Orange and Osceola agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein as fully as if set forth hereafter.

2. Roadway Plans; Completion of Ultimate Improvements.

(a) Osceola will provide Orange with the design schedule for the Ultimate Improvements roadway plans ("Ultimate Roadway Plans") within 10 days after the Effective Date.

(b) Osceola shall finalize the Ultimate Roadway Plans, to include the Turn Lanes and Intersection Improvements, and anticipates doing so within 90 days after the Effective Date.

(c) As part of finalizing the Ultimate Roadway Plans, Osceola will provide to Orange the draft plans for review and comment within 60 days after the Effective Date. Orange and Osceola will work together to timely resolve any outstanding comments.

(d) Osceola shall permit and construct the Ultimate Improvements, with construction currently anticipated to begin Summer 2021, and anticipated to last 18 months.

(e) The majority of the funding for the construction of the Ultimate Improvements is included in Florida Department of Transportation's (FDOT) FY21-22 work program and is dependent upon Florida Legislature approval. A Joint Participation Agreement (JPA) will be entered into between Osceola County and FDOT to construct the Ultimate Improvements.

(f) Upon completion of construction, Osceola shall maintain the Ultimate Improvements, including the Turn Lanes and Intersection Improvement, in perpetuity.

3. Cost Estimate.

(a) The parties agree that the current total estimated cost (the "Cost Estimate") of the Turn Lanes and Intersection Improvement is \$450,000.

(b) Osceola shall pursue its customary bid process for construction of the Ultimate Improvements.

(c) No later than 60 days after its receipt of a copy of Osceola's construction contract or purchase order for the Ultimate Improvements, Orange will pay to Osceola an amount equal to the Cost Estimate.

4. Inspections; approvals; fees.

(a) During construction, Orange personnel shall have the right, but not the obligation, to inspect the Turn Lanes and Intersection Improvement.

(b) Any deviations or deficiencies from the Ultimate Roadway Plans observed by Orange personnel shall be reported to Osceola's construction representative, which deficiencies shall be corrected or otherwise resolved as Osceola and Orange agree.

(c) Upon completion of construction, Orange may, and the Osceola shall, conduct a final inspection. Any deficiencies in the work shall be set forth on a punch list.

(d) Upon completion of outstanding issues listed on the punch list, Orange shall promptly notify Osceola in writing of its approval.

(e) Osceola and Orange agree to waive all permit fees required by their respective jurisdictions for construction of the contemplated improvements.

5. This Agreement is solely for the benefit of the parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

6. The term of this Agreement shall commence upon the Effective Date and end upon completion of construction by Osceola of the ultimate widening of Simpson Road in accordance with the Ultimate Roadway Plans, including the Intersection Improvement and the Turn Lanes.

7. Any notice required or allowed to be delivered hereunder shall be in writing and be

deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified in written notice to the other party in accordance herewith.

AS TO ORANGE: Public Works Complex – Building 1
Attn: Manager, Transportation Planning
4200 John Young Parkway
Orlando, Florida 32839

With a copy to: County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AS TO OSCEOLA: Transportation and Transit
1 Courthouse Square
Suite 3100
Kissimmee, FL 34741

8. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults before exercising any of its available remedies pursuant to Section 10.

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

10. The parties agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with the Agreement to (i) specific performance, (ii) injunctive relief, (iii) action for declaratory judgment, or (iv) any combination of the foregoing remedies. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and in connection with any and all actions to be undertaken with relation to this Agreement.

11. Time is hereby declared of the essence to the lawful performance of the duties and

obligations contained in this Agreement.

12. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

13. Each party to this Agreement shall defend, indemnify, and hold the other party harmless from all claims, damages, losses, and/or expenses arising out of or resulting from the wrongful acts and/or negligent performance of their respective obligations and operations under this Agreement. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity pursuant to the provisions of Section 768.28, *Florida Statutes*.

14. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this agreement. Any amendment(s) to the provisions herein shall only be made by the parties in writing by formal amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of Orange Commissioners

By: *Jerry L. Demings*

for Jerry L. Demings
Orange Mayor

Date: *24 March*, 2021

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of Orange Commissioners

By: *Craig Stopayra*
for Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: _____

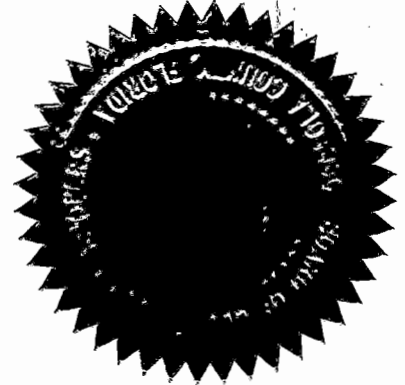
Chair /Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: Debra A Davis
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

February 08, 2021



**OSCEOLA COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

AGENCY:	TRANSPORTATION AND TRANSIT	MEETING DATE:	7/16/2018
DIVISION/OFFICE:	TRANSPORTATION AND TRANSIT	MEETING TYPE:	BCC MEETING
DIRECTOR/MANAGER:	TAWNY OLORE	REQUEST TYPE:	CONSENT

AGENDA REQUEST

Approval and authorization for the Chair/Vice Chair to sign the Joint Participation Agreement (JPA) with Orange County, for contemplated improvements at Ward Road and Simpson Road; the agreed upon cost estimate of the project is \$450,000, which will be reimbursed by Orange County no later than 60 days after receipt of Osceola County's construction contract or purchase order for the interim improvements; adoption of Resolution #18-079R, amending the Fiscal Year 2018 Budget; and adoption of Resolution #18-081R, amending the 2018-2022 Five Year Capital Improvement Plan, both being detailed in Budget Supplement BA #18-039. The Amendment will increase the previously adopted budget of \$536,733 by \$450,000 for a total amount of \$986,733. FY18 Strategic Plan Goal #2; Action Item #2: Transportation.

STRATEGIC PLAN GOAL

#2: Upgrade the County Infrastructure and Transportation Network

STRATEGIC PLAN ACTION ITEM

#2: Transportation

FINANCIAL INFORMATION

TOTAL REQUESTED AMOUNT: \$ 450,000

A total of \$922,284.00 is recognized in Fund 328-Special Purpose Cap Fund, account number 3284300000-3380000, Road Construction Projects – Shared Rev from Oth Local and appropriated to 3284300541-5650000, Road Construction Projects - Construction in Progress, job ledger account number 7011328-350, Boggy Creek Rd Phase 1-Design, as outlined in Budget Adjustment number BA #18-039. Funding is being received from Orange County and the transaction is in compliance with their specifications.

APPROVING DEPARTMENTS

County Attorney	Andrew Mai
OMB	Sharon Chauharjasingh
OMB	Sharon Chauharjasingh

BACKGROUND INFORMATION

-
- Osceola and Orange wish to cooperate in making certain improvements to those certain two-lane roadways known as Simpson Road and Ward Road.

- Osceola is in the process of design and engineering work for the ultimate widening of Simpson Road (the "Ultimate Roadway Plans"), with construction anticipated in its fiscal year 21-22.
- The ultimate widening of Simpson Road will include independent left and right turn lanes from Ward Road onto Simpson Road (the "Turn Lanes") and a mast arm signal at the Intersection (the "Intersection Improvement")
- Orange has requested certain modifications to the Ultimate Roadway Plans (the "Interim Roadway Plans") to include earlier construction of the Turn Lanes and Intersection Improvement prior to the ultimate widening of Simpson Road (the "Interim Improvements"), to include a temporary strain pole signal (the "Temporary Signal").
- The parties have reached agreement regarding each one's participation in the design, funding, permitting, construction, and maintenance of the contemplated Interim Improvements.
- The parties agree that the current total estimated cost (the "Cost Estimate") of the Interim Improvements is \$450,000.
- Staff recommends approval.
- Commission District: 2
- Project Manager: Tawny Olore

BCC Mtg. Date: July 31, 2018

**JOINT PARTICIPATION AGREEMENT
BETWEEN
ORANGE COUNTY AND OSCEOLA COUNTY
FOR CONTEMPLATED IMPROVEMENTS AT
WARD ROAD AND SIMPSON ROAD**

This Joint Participation Agreement between Orange County and Osceola County for contemplated improvements at Ward Road and Simpson Road (the "Agreement"), effective as of the latest date of execution (the "Effective Date"), is entered into by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter called "Orange," and Osceola County, a political subdivision of the State of Florida, hereinafter called "Osceola."

WITNESSETH

WHEREAS, Osceola and Orange wish to cooperate in making certain improvements to those certain two-lane roadways known as Simpson Road and Ward Road; and

WHEREAS, Osceola is in the process of design and engineering work for the ultimate widening of Simpson Road (the "Ultimate Roadway Plans"), with construction anticipated in its fiscal year 21-22; and

WHEREAS, the ultimate widening of Simpson Road will include independent left and right turn lanes from Ward Road onto Simpson Road (the "Turn Lanes") and a mast arm signal at the Intersection (the "Intersection Improvement"); and

WHEREAS, Orange has requested certain modifications to the Ultimate Roadway Plans (the "Interim Roadway Plans") to include earlier construction of the Turn Lanes and Intersection Improvement prior to the ultimate widening of Simpson Road (the "Interim Improvements"), to include a temporary strain pole signal (the "Temporary Signal"); and

WHEREAS, the parties have reached agreement regarding each one's participation in the design, funding, permitting, construction, and maintenance of the contemplated Interim Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, Orange and Osceola agree as follows:

I. Recitals. The above recitals are true and correct and are incorporated herein as fully as if set forth hereafter.

STATE OF FLORIDA, COUNTY OF ORANGE
I HEREBY CERTIFY this is a copy of a document
approved by the BCC on JUL 31 2018
PHIL DIAMOND, COUNTY COMPTROLLER
By: LOLA B. GAY AUG 02 2018
Deputy Clerk / Date



2. Roadway Plans; Completion of Interim Improvements.

(a) Within thirty (30) days of the Effective Date, Osceola will provide a copy of its draft Interim Roadway Plans to Orange for its use in designing the Temporary Signal. Interim Roadway improvements will include a turn lane onto Ward Road from Simpson, and a left turn lane onto Simpson from Ward.

(b) Within one hundred eighty (180) days of its receipt of the draft Interim Roadway Plans, Orange shall complete the design of the Temporary Signal and provide such design to Osceola.

(c) Osceola shall finalize the Interim Roadway Plans to include the Temporary Signal within sixty (60) days of its receipt from Orange.

(d) Osceola shall permit and construct the Interim Improvements no later than nine (9) months after payment by Orange of the estimated total costs for the Interim Improvements, as further described below.

(e) Upon completion of construction, Osceola shall maintain the Interim Improvements, including the Temporary Signal.

3. Cost Estimate.

(a) The parties agree that the current total estimated cost (the "Cost Estimate") of the Interim Improvements is \$450,000.

(b) Osceola shall pursue its customary bid process for construction of the Interim Improvements.

(c) If the bid chosen by Osceola for the Interim Improvements is more than ten percent (10%) higher than the agreed-upon Cost Estimate, then Osceola shall not award the bid and the parties shall meet in good faith to discuss the bid amount.

(d) If the parties agree to the new bid amount, this Agreement will be amended to update the Cost Estimate to the amount of the bid.

(e) No later than 60 days after its receipt of a copy of Osceola's construction contract or purchase order for the Interim Improvements, Orange will pay to Osceola an amount equal to the Cost Estimate.

4. Inspections; approvals; fees.

(a) During construction, Orange personnel shall have the right, but not the obligation, to inspect the Interim Improvements, including the Temporary Signal.

(b) Any deficiencies observed by Orange personnel shall be reported to Osceola's construction representative, which deficiencies by the Contractor shall be corrected or otherwise resolved as Osceola and Orange agree.

(c) Upon completion of construction, Orange may, and the Osceola shall, conduct a final inspection. Any deficiencies in the work shall be set forth on a punch list.

(d) Upon completion of outstanding issues listed on the punch list, Orange shall promptly notify the Osceola in writing of its approval.

(e) No final payment shall be made by Osceola to the Contractor until Orange has approved the Interim Improvements, including the Temporary Signal, in writing, which approval shall not be unreasonably withheld or delayed.

(f) Osceola and Orange agree to waive all permit fees required by their respective jurisdictions for construction of the contemplated improvements.

5. "True-up" process.

(a) Upon completion of construction of the Interim Improvements, Osceola shall provide to Orange a final accounting of its total actual incurred costs of construction ("Total Costs").

(b) If the Total Costs are for an amount that is less than the Cost Estimate paid by Orange to Osceola, Osceola shall reimburse Orange for that amount within sixty (60) days.

(c) If the Total Costs are for an amount that is more than the Cost Estimate paid by Orange to Osceola, then Orange shall reimburse Osceola for that amount within sixty (60) days, except that an amendment to this Agreement will be required for any overage that amounts to more than ten percent (10%) of the Cost Estimate.

(d) In the event the Interim Improvements are not timely completed by Osceola, Orange shall be entitled to a full refund of its payment of the Cost Estimate. Osceola shall pay the refund to Orange within sixty (60) days of demand by Orange.

6. This Agreement is solely for the benefit of the parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party that is not a party hereto.

7. The term of this Agreement shall commence upon the Effective Date and end upon completion of construction by Osceola of the ultimate widening of Simpson Road in accordance with the Ultimate Roadway Plans, including the Intersection Improvement and the Turn Lanes, currently anticipated to be no more than sixty (60) months.

8. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified in written notice to the other party in accordance herewith.

AS TO ORANGE: Public Works Complex – Building 1
4200 John Young Parkway
Orlando, Florida 32839

With a copy to: County Administrator
201 South Rosalind Avenue, 5th Floor
Orlando, Florida 32801

AS TO OSCEOLA: Transportation and Transit
1 Courthouse Square
Suite 3100
Kissimmee, FL 34741

9. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

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

11. The parties agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies for all actions arising out of or in connection with the Agreement to (i) specific performance, (ii) injunctive relief, (iii) action for declaratory judgment, or (iv) any combination of the foregoing remedies. Each party to this Agreement shall bear its own attorneys' fees and costs in connection with this Agreement and in connection with any and all actions to be undertaken with relation to this Agreement.

12. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

13. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

14. Each party to this Agreement shall defend, indemnify, and hold the other party harmless from all claims, damages, losses, and/or expenses arising out of or resulting from the wrongful acts and/or negligent performance of their respective obligations and operations under this Agreement. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity pursuant to the provisions of Section 768.28, *Florida Statutes*.

15. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this agreement. Any amendment(s) to the provisions herein shall only be made by the parties in writing by formal amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

ORANGE COUNTY, FLORIDA

By: Board of Orange Commissioners

By: Teresa Jacobs
Teresa Jacobs
Orange Mayor

Date: 8-2-, 2018

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of Orange Commissioners

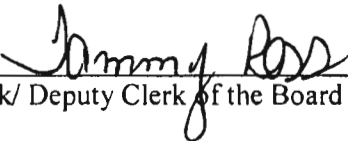
By: Craig A. Stopysia
for Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: 
Chair / Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: 
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

07/16/18



RESOLUTION NO. 18-079R

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA APPROVING AMENDMENT BA# 18-039 TO THE 2017-2018 FISCAL YEAR BUDGET; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Osceola County, Florida (the "Board") has adopted Resolution No. 17-140R, approving the 2017-2018 fiscal year budget pursuant to Sections 129.03 and 200.065, Florida Statutes; and

WHEREAS, the Board desires to adopt budget supplement BA# 18-039 to the 2017-2018 fiscal year budget for one of the purposes described in Section 129.06(2)(d), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA;

SECTION 1. ADOPTION OF BUDGET AMENDMENT.

(A) Budget supplement BA# 18-039 to the 2017-2018 fiscal year budget, which is attached hereto and made a part hereof, is hereby approved and adopted.

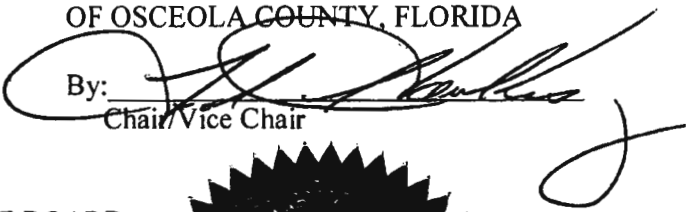
(B) It is hereby found and determined that the expenditure authorized by the 2017-2018 fiscal year budget, as amended, is required to fund programs and facilities necessary for essential public purposes affecting the health, welfare and safety of the inhabitants of Osceola County or which are legally mandated by applicable law.

SECTION 2. CONFLICTS AND SEVERABILITY. All sections or parts of section of all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any section, subsection, sentence, clause or provisions of this Resolution is held unconstitutional, inoperative, or void by a court of competent jurisdiction, such holding shall not affect the remainder of the Resolution.

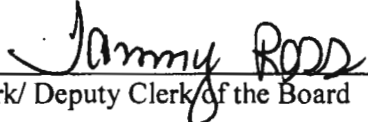
SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 16th day of July, 2018.

BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA

By: 
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: 
Clerk/ Deputy Clerk of the Board

As authorized for execution at the Board of
County Commissioners meeting of:

07/16/18
Resolution # 18-079 R



Office of Management & Budget
Job Ledger Budget Supplement Form

BOCC Meeting Date: 07/16/2018

Fund: 328-Special Purpose Capital Fund
 Office: Transportation & Transit

Adjustment No. BA# 18-039
 Resolution No. 18-079R & 18-081R

Type of Adjustment:

	<input type="checkbox"/>	Reserves	<input type="checkbox"/>	Interdepartmental shifting of funds
Selection	<input type="checkbox"/>	Grants	<input checked="" type="checkbox"/>	Recognize Revenue
	<input type="checkbox"/>	New Project	<input checked="" type="checkbox"/>	New Funding Source

Justification:

This budget supplement will recognize revenue and appropriate to Boggy Creek Rd Phase I (#7011) project form Orange County through an Joint Participation Agreement. In addition, this budget supplement will amend the FY2018-2022 five-year Capital Improvement Plan through Resolution No 18-081R to reflect the increase in the project budget for Boggy Creek Rd Phase 1 (#7011).

GENERAL LEDGER					
Recognize Revenue:					
GL Orgkey	Subobject	Description	Current	Requested	Revised
3284300000	3380000	Road Const Project-Shared Rev	922,284	450,000	1,372,284
					-
				450,000	
Appropriate To:					
3284300541	5650000	Road Const Pojects-Const in Progress	3,562,783	450,000	4,012,783
					-
					-
		Total		450,000	

JOB LEDGER					
Recognize Revenue:					
JL Orgkey	Activity Code	Budget Version	Current Approved Budget	Requested	Revised
7011328	030 Other Local Rei	Project Estimate & Approved Budget	-	450,000	450,000
					-
					-
		Total		450,000	
Appropriate To:					
JL Orgkey	Activity Code	Budget Version	Current Approved Budget	Requested	Revised
7011328	350 Design	Project Estimate & Approved Budget	536,733	450,000	986,733
					-
		Total		450,000	

RESOLUTION NO. 18-081R

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA AMENDING THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICTS AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Osceola County, Florida (the "Board") has adopted Resolution No. 17-125R, adopting the five-year Capital Improvement Plan; and

WHEREAS, the Board desires to adopt Resolution No. 18-081R, amending the 2018-2022 five-year Capital Improvement Plan as detailed in budget supplement BA# 18-039; and

WHEREAS, the Board desires to also amend the 2017-2018 fiscal year budget as detailed in budget supplement BA# 18-039, to provide funding for the amendment to the Capital Improvement Plan.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA;

SECTION 1. ADOPTION OF AMENDMENT TO THE FIVE-YEAR CAPITAL IMPROVEMENT PLAN.

(A) Budget supplement BA# 18-039 amending the 2018-2022 five-year Capital Improvement Plan, which is attached hereto and made a part hereof, is hereby approved and adopted.

(B) It is hereby found and determined that the capital projects authorized by the 2018-2022 Capital Improvement Plan, as amended, is required for infrastructure and facilities necessary for essential public purposes affecting the health, welfare and safety of the inhabitants of Osceola County or which are legally mandated by applicable law.

SECTION 2. CONFLICTS AND SEVERABILITY. All sections or parts of section of all resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any section, subsection, sentence, clause or provisions of this Resolution is held unconstitutional, inoperative, or void by a court of competent jurisdiction, such holding shall not affect the remainder of the Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

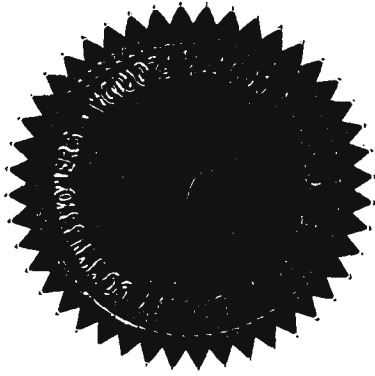
DULY ADOPTED this 16th day of July, 2018.

OSCEOLA COUNTY, FLORIDA

By: [Signature]
Chair/Vice Chair
Board of County Commissioners

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

By: [Signature]
Clerk/ Deputy Clerk of the Board



As authorized for execution at the Board of
County Commissioners meeting of:

07/16/18
Resolution # 18-081R

Office of Management & Budget
Job Ledger Budget Supplement Form

BOCC Meeting Date: 07/16/2018

Fund: 328-Special Purpose Capital Fund
 Office: Transportation & Transit

Adjustment No. BA# 18-039
 Resolution No. 18-079R & 18-081R

Type of Adjustment:

	<input type="checkbox"/>	Reserves	<input type="checkbox"/>	Interdepartmental shifting of funds
Selection	<input type="checkbox"/>	Grants	<input checked="" type="checkbox"/>	Recognize Revenue
	<input type="checkbox"/>	New Project	<input checked="" type="checkbox"/>	New Funding Source

Justification:

This budget supplement will recognize revenue and appropriate to Boggy Creek Rd Phase I (#7011) project form Orange County through an Joint Participation Agreement. In addition, this budget supplement will amend the FY2018-2022 five-year Capital Improvement Plan through Resolution No 18-081R to reflect the increase in the project budget for Boggy Creek Rd Phase 1 (#7011).

GENERAL LEDGER

Recognize Revenue:					
GL Orgkey	Subobject	Description	Current	Requested	Revised
3284300000	3380000	Road Const Project-Shared Rev	922,284	450,000	1,372,284
					-
				450,000	-
Appropriate To:					
3284300541	5650000	Road Const Pojects-Const in Progress	3,562,783	450,000	4,012,783
					-
					-
		Total		450,000	

JOB LEDGER

Recognize Revenue:					
JL Orgkey	Activity Code	Budget Version	Current Approved Budget	Requested	Revised
7011328	030 Other Local Rei	Project Estimate & Approved Budget	-	450,000	450,000
					-
					-
		Total		450,000	
Appropriate To:					
JL Orgkey	Activity Code	Budget Version	Current Approved Budget	Requested	Revised
7011328	350 Design	Project Estimate & Approved Budget	536,733	450,000	986,733
					-
					-
		Total		450,000	