



Interoffice Memorandum

Minutes

Innovation Way Road E

Special Roadway Agreement Committee

January 15, 2009

Members Present: Renzo Nastasi – Transportation Planning Division
Jim Harrison – Growth Management Department
John Smogor – Planning Division

County Staff Present: Heather Brownlie – Transportation Planning Division
Susan Caswell – Planning Division

For Applicant: John Florio – Donald W. McIntosh
Jim Pratt – Graham, Builder, Jones, Pratt & Marks
Chris Sinclair – Renaissance Planning Group
Wayne Rich – Broad & Cassel

Innovation Way Road E

Mr. Harrison opened the meeting at 1:36 p.m.

The focus of this meeting is to review the language included in Sections 8 and 9 of the Road E Agreement.

The Road E agreement serves to accelerate a specific road project sooner than the interchange can be constructed.

SLR wants to insure certain development entitlements are in place prior to entering into these agreements.

Section 8 & 9 contain items not generally addressed in road agreements.

Sections 8 & 9 currently function outside the Development Review Process and bind the County to act in certain ways in the future,

Certain items in Section 8 & 9 cannot be agreed to.

Mr. Harrison would like to remove these items from the road agreement since they do not belong in a road agreement.

Mr. Smogor stated that the Agreement should state comply with Innovation Way Design Guidelines and the Exhibit should be the transmitted map.

In the Section 9 language, Mr. Pratt stated that if the County was okay with the language, the developers are okay with the language also.

Mr. Nastasi stated that the concept is to have Road E built first, but need to have an iron-clad commitment for construction of the Beachline Interchange as well.

Mr. Pratt explained that the two agreements reference one another.

Mr. Nastasi wants a time certain as to when the Interchange can be constructed.

The Interchange Agreement has performance standards according to Mr. Florio.

Mr. Nastasi would like to see a construction agreement in place since we had an executed agreement 3 years ago.

Mr. Nastasi asked for 25 % of the funding to be placed in escrow.

Add an escrow provision to Section 9 to allocate responsibilities for performance. The initial payment under the agreement needs to be a defined amount.

Mr. Pratt proposed resolving the issue through Section 9.

Mr. Rich stated that probably some items can be agreed upon in Section 9 as long as they go into a Multi-Modal Transportation District (MMTD).

SLR has the resources and the ability to get the project done. SLR would like assurance through the Road E Agreement that they will be able to move forward.

Mr. Harrison stated that very little of Section 8 needs to be in this agreement.

The Development Order and these agreements will go together to the Board of County Commissioners.

Reference all of these items in the Development Order so that everyone can move forward.

Mr. Nastasi suggested adding a Memorandum of Understanding (MOU) and putting this language in a separate document.

Mr. Sinclair gave a Power Point presentation. Exhibit A will be included in the Road E Agreement outlining the list of improvements, costs and potential funding.

The Basic plan shows the interchanges in very close proximity.

The existing partial interchange will remain in place.

There is a restriction on the road capacity to four lanes in order to promote MMTD area.

Mr. Nastasi stated that the MMTD within the context of the Innovation Way Corridor is our focus as laid out by Mayor's Vision.

Innovation Way is the centerpiece of the Corridor from UCF to Lake Nona and is the focus and what Orange County wants to see.

OOCEA is looking at a North-South Corridor from Osceola for a total cost of \$428 million.

Mr. Sinclair presented a funding model for future roadways.

Mr. Nastasi stated that the BCC cannot commit to improvements outside their jurisdiction and cannot speak or act on behalf of Osceola County or any other municipality.

The Transit overlay area will support multimodal transit facilities in the future.

Transit oriented design needs to be implemented in order to support the MMTD.

Phase I/II/III and the MMTD starts in Phase IV and SLR is looking outside of that.

Follow up discussion requested by Mr. Pratt regarding phasing.

The Multi-Modal development pattern will set corridors to encourage growth.

The language in Section 8 covering Innovation Way Policies was discussed.

Section 8(a) needs exhibits to be included.

The last two sentences referring to Osceola County need to come out.

Mr. Nastasi once again reiterated that the offending parts be taken out and put into a separate MOU.

Mr. Sanders' map of the Innovation Way roadways should be included as an exhibit.

Mr. Harrison reiterated that we need to find a new vehicle for the Section 8 language.

Mr. Harrison stated that if the developers are not willing to do that, then they should rename the agreement to be called a Roadway Network Agreement and not a Road E Agreement.

Mr. Nastasi stated that other property owners were not involved in this agreement.

Osceola County Line is a sticking point in Subsection (a) of Section 8.

Section 8 Subsection (b) remove County's support for an East Interchange.

The East Interchange and the OOCEA language need to go somewhere else.

Mr. Nastasi stated that the MOU would be a broad vision document; Road Agreement, Interchange Agreement, and MMTD, then the county will consider additional corridors in conjunction with other agencies and Counties.

An additional meeting will be needed to discuss phasing.

In Section 8 (b) once the thresholds of MMTD are met, the County would not prevent future facilities.

Weewahootee is not an Orange County facility and is not operated or maintained by Orange County.

In Section 8(c) Mr. Nastasi asked why this section is needed. Mr. Florio responded it is important to make sure the road segment is widened. Mr. Harrison agreed that the language could remain.

In Section 8(d) the Osceola and Brevard references need to come out. The Multi-Modal reference is okay, but not a reference to Fixed Guideway Transit.

Mr. Pratt proposed language regarding meeting transportation thresholds for MMTD.

Mr. Smogor asked to strike the reference to the Innovation Way East Area.

The closing sentence cannot bind future Boards to any action.

Mr. Nastasi asked for Exhibits to show this information.

In Section 8(e) the County cannot guarantee a specific number of transit stops.

Mr. Pratt will add a sentence to refer to the regulations.

Section 8(f) Mr. Harrison wants the entire paragraph removed. Mr. Harrison agreed with the last sentence staying in the section, just take out all reference to acquiring additional Right-of-Way.

Mr. Nastasi left the room to attend another meeting.

Section 8(g) Ms. Caswell does not believe Orange County can allow SLR to assist the County in selecting a Consultant, due to procurement procedures.

SLR will be allowed to participate in Defining the Scope.

The timing of the AA Study and its requirement as part of the Development Order was discussed. The date provided is just a target date.

In Section 8(h) there were no objections to the statement of fact.

In Section 8(i) Mr. Harrison asked if tax increment financing should be specified or rather just state a reference to a funding mechanism instead.

Mr. Nastasi stated that the last sentence in Section 8(i) should read the “proposed” Multi-Modal Transportation District.

In Section 8(j) Mr. Harrison asked for post-construction survival of parties obligations.

Mr. Harrison asked to reformat the agreement as a Roadway Network Agreement with Sections 8 & 9 remaining in the Agreement, and include Road E as a requirement.

Definitions of MMTD requirements and thresholds need to be included in the Agreement.

Mr. Harrison concluded the meeting at 2:55 p.m.