



Interoffice Memorandum

AGENDA ITEM

February 26, 2018

TO: Mayor Teresa Jacobs
-AND-
Board of County Commissioners

FROM: Jon V. Weiss P.E. *JVW*
Community, Environmental and Development
Services Department

SUBJECT: March 20, 2018 – Consent Item
Camino Reale PD Transportation Term Sheet
(Related to Case # LUP-16-08-260)

On March 20, 2018, the Board of County Commissioners (Board) will consider a public hearing for the development known as the Camino Reale Planned Development (PD) (LUP 16-08-260). Camino Reale is located in the Innovation Way corridor, generally situated between the Moss Park Development of Regional Impact and the Sunbridge PD-Regulating Plan. This Camino Reale PD Transportation Term Sheet ("Term Sheet") would provide a framework for staff's review of a future Transportation Agreement by the County's Roadway Agreement Committee. The Term Sheet requires the completion of the future Road Network Agreement prior to or concurrently the first Preliminary Subdivision Plan or Development Plan within the development, or within 6 months, whichever occurs sooner.

The Term Sheet primarily addresses the study, design, permitting, right of way, and construction for Innovation Way South, a proposed east-west arterial connecting Storey Time Boulevard to Sunbridge Parkway. The completion of Innovation Way South will facilitate a needed local connection between SR 417 and SR 528. It is intended that the first two lanes of Innovation Way South be constructed in segments by the developer, with development phasing (trips) tied to the completion of key infrastructure. While most segments of Innovation Way South are proposed to be initially constructed as a two-lane roadway, the developer will be responsible for providing for design and right of way (including drainage) for the eventual four-lane cross section.

The developer proposes to pipeline their proportionate share mitigation funds to deliver certain segments of Innovation Way South. Consistent with Florida Statutes, the developer will receive transportation impact fee credits for completed roadway

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Camino Reale PD Transportation Term Sheet

improvements outside of Camino Reale's project boundary. Transportation Impact fee credits would generally be in accordance with the County's Impact Fee Ordinance and are expected to be approximately \$13,892,115, dependent upon actual, reasonable costs incurred and right of way appraisals. The Term Sheet also generally addresses the requirements for and timing of transportation connections to adjoining developments including the Sunbridge PD and the connection to the west through the Live Oaks Property. The final agreement will also address the developer's responsibility with respect to Innovation Way South on Camino's property.

Finally, the Term Sheet provides for transportation concurrency satisfaction for the Camino Reale PD upon completion of infrastructure thresholds. Similar to the Camino Reale PD, the road agreement will restrict future transportation connections to the Lake Mary Jane Rural Settlement and access to adjoining environmentally sensitive lands.

ACTION REQUESTED: Approval of the Camino Reale PD Transportation Term Sheet outlining the parameters for a future transportation agreement addressing development within the Camino Reale PD and roadway improvements for Innovation Way South. District 4

Attachments

JVW|am



February 28, 2018

Jon V. Weiss, P.E., Director
Orange County Community, Environmental, and
Development Services Department
201 S. Rosalind Avenue, 2nd Floor
Orlando, Florida 32801

**Re: Camino Reale Transportation Term Sheet
TMC Project № 16072**

Dear Mr. Weiss,

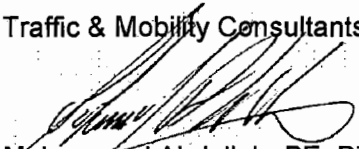
Please accept the attached transportation term sheet for the Camino Reale Planned Development to address the transportation needs of the project. The term sheet was prepared pursuant to and in accordance with the results of the discussions between the Developer's team and County staff over the past several weeks.

We appreciate your consideration of our request to advance the attached term sheet to the Board of County Commissioners for review and approval at the earliest opportunity.

I remain available to address any further questions or comments on the attached.

Kind regards,

Traffic & Mobility Consultants, LLC



Mohammed Abdallah, PE, PTOE
Principal

Incl: Camino Reale PD Transportation Term Sheet

ATTACHMENTS

Camino Reale PD
Transportation Term Sheet
February 28, 2018

The Camino Reale Planned Development (PD) is located in the Innovation Way area of Orange County. The PD has an approved Future Land Use Map within the Urban Service Area with an associated Conceptual Regulating Plan (CRP) for 3,000 residential units and 330,000 square feet of commercial space (the "Development"). The Camino Reale PD property is bounded on the east and north by the Sunbridge PD, an approved mixed-use development.

The following term sheet provides a framework for a transportation agreement for the funding and delivery of certain transportation network improvements in the Innovation Way area consistent with Orange County's Comprehensive Plan and Transportation Long Range Plan for the area. This term sheet satisfies the requirement for a Transportation Term Sheet and Road Agreement in association with zoning approval of the Camino Reale PD's Final Regulating Plan (FRP).

Transportation Analysis and Trips

1. A transportation analysis has been prepared for the Camino Reale PD, by Traffic & Mobility Consultants, LLC, titled "Camino Reale PD Transportation Network Evaluation, Version 2.2", dated October 2017, which has been approved by Orange County, and is on file with the Transportation Planning Division ("Transportation Analysis"). The Transportation Analysis determined that the development is projected to generate a total of 3,160 gross peak hour trips at buildout. The Development's total proportionate share transportation mitigation obligation was determined to be \$13,892,115.00 ("Mitigation Funds").
2. For purposes of this Term Sheet, all development thresholds shall be determined based on the following peak hour trip generation rates obtained from the Transportation Analysis:

Land Use	Units	Peak Hour Trip Rates
Single Family Residential	1 DU	1.00
Multifamily Residential	1 DU	0.62
Townhouse Residential	1 DU	0.52
Retail	1 KSF	3.71
Office	1 KSF	1.49

DU = Dwelling Unit, KSF = 1,000 Square Feet

Development Phasing

- For purposes of construction of transportation infrastructure and the release of trips, the Development shall be divided into four phases, as follows:

Development Phase	Development Phase Threshold	Phase Trips	Cumulative Trips
1	up to 8% of Development	260	260
2	up to 60% of Development	1,640	1,900
3	up to 90% of Development	950	2,850
4	Full Buildout	310	3,160

* All Trips are Expressed as Gross Peak Hour Trips

Development in the Development shall proceed through all phases in numerical order, lowest to highest.

Transportation Network

- The Innovation Way roadway segments described in this term sheet are outlined below and described in **Exhibit A**.

Segment	Limits	Length
1	Sunbridge Blvd to Camino Reale East Boundary	0.4 Miles
2	Camino Reale East Boundary to Camino Reale West Boundary	0.8 Miles
3	Camino Reale West Boundary to Moss Park PD East Entrance	1.2 Miles
4	Moss Park PD East Entrance to John Wycliffe Boulevard	0.7 Miles
5	John Wycliffe Boulevard to East of OUC RR Crossing	0.4 Miles
6	West of OUC RR Crossing to Storey Time Drive	0.3 Miles
7	Storey Time Drive to Moss Park Road	1.1 Miles

- Developer shall design Segments 2, 3, 5, and 6 for an urban 4-lane divided cross section. County shall provide all existing design plans for Segments 5 and 6, previously completed by others for the construction of a 4-Lane divided cross section. The construction of these segments will be phased to deliver the first 2 lanes initially and then complete the second 2 lanes. A Typical Cross Section of Innovation Way is included as **Exhibit B**.
- In accordance with the Transportation Analysis prepared for the Development, the limited development proposed in Phase 1 is supported by a connection of Innovation Way Segment 3 to the existing John Wycliffe Boulevard, a 2-lane local collector. It is noted that, at such time that the connection is completed, additional consideration of

enhanced traffic control or alternative improvement at the intersection of John Wycliffe Boulevard and Moss Park Road will be evaluated, as necessary, to address the traffic movements at the intersection. The development will be responsible for fair share of cost of improvement.

Phase 1 Improvements

7. Prior to issuance of vertical construction permits in Phase 1 of the Development, Developer shall design, permit, and construct 2 lanes of Segment 3 ("Phase 1 Improvements"), as follows:
 - a. PDS – Complete, at Developer's expense, a Preliminary Design Study (PDS) consistent with Orange County requirements for Segment 3 of Innovation Way. The scope of the PDS will be consistent with County requirements for future ROW acquisition.
 - b. Design & Permitting – Developer shall complete, at Developer's expense, the design and permitting of Segment 3 as a 4-lane urban arterial in accordance with Orange County standards. Design plans for Segment 3 shall be biddable in accordance with usual Orange County requirements.
 - c. Wetland Mitigation – The County agrees to be the applicant or co-applicant for mitigation permits, as reasonably necessary to advance the permitting and construction of the roadway improvements. Costs associated with wetland mitigation are part of the permitting and construction costs of the roadway and shall be at Developer's expense.
 - d. Right-of-Way and Easements –
 - i. Portions of Segment 3 will be constructed within lands and easements (collectively, "ROWE") previously conveyed to the County for the construction and operation of Segment 3 in its final 4-lane urban road configuration with associated stormwater facilities for Segment 3 ("Existing Segment 3 ROWE"). The Existing Segment 3 ROWE shall be made available by County via a ROW Utilization Permit, at no cost to Developer, for the construction of the Phase 1 Improvements.
 - ii. Commencing not later than completion of the PDS for Segment 3, Developer shall make reasonable efforts to secure and convey, or cause third-parties to convey, to the County all ROWE, other than Existing Segment 3 ROWE, necessary to construct and operate Segment 3 in its final 4-lane urban configuration with associated stormwater facilities ("Uncontrolled Segment 3 ROWE").
 - iii. If Developer does not successfully secure any Uncontrolled Segment 3 ROWE within six (6) months after completion of the PDS for Segment 3, and upon completion and County approval of 60% design plans for Segment 3, County shall make reasonable efforts, by all legal means available to County, to obtain all Uncontrolled Segment 3 ROWE. Costs

associated with the acquisition of the Uncontrolled Segment 3 ROWE shall be considered part of the Phase 1 Improvements costs and shall be at the Developer's expense.

- e. Construction – Developer shall construct the first 2-lanes of Segment 3 and the pedestrian facilities adjacent to the first 2-lanes. Developer shall construct the associated stormwater facilities required for the ultimate 4-lane roadway cross section.
8. In connection with development of Phase 1 of the Development, Developer shall at Developer's expense, design all of Segment 2 as a 4-lane divided roadway, and at Developer's expense, permit and construct those portions of the first 2-lanes of Segment 2 necessary for access to areas under development during Phase 1 of the Development, in accordance with Sections 17 through 21, below.

Phase 2 Improvements

9. Prior to issuance of vertical construction permits in Phase 2 of the Development, Developer shall permit and construct 2 lanes of Segments 5 and 6 ("Phase 2 Improvements"), as follows:
- a. Design & Permitting – Developer shall complete, at Developer's expense, the design and permitting of Segments 5 and 6 of Innovation Way as a 4-lane urban arterial in accordance with Orange County standards. Design plans for Segments 5 and 6 plans shall be biddable in accordance with usual Orange County requirements.
 - b. Wetland Mitigation – The County agrees to be the applicant or co-applicant for mitigation permits, as reasonably necessary to advance the permitting and construction of the roadway improvements. Costs associated with wetland mitigation are part of the permitting and construction costs of the roadway and shall be at Developer's expense.
 - c. ROWE –
 - i. Portions of Segments 5 and 6 will be constructed within ROWE previously conveyed to the County for the construction of an operation of Segments 5 and 6 in their final 4-lane urban road configuration with associated stormwater facilities ("Existing Segments 5 & 6 ROWE") The Existing Segments 5 & 6 ROWE shall be made available by County via a ROW Utilization Permit, at no cost to Developer, for the construction of the Phase 2 Improvements.
 - ii. Commencing not later than completion of the PDS for Segment 3, Developer shall make reasonable efforts to secure and convey, or cause third-parties to convey, to the County all ROWE, other than Existing Segments 5&6 ROWE, necessary to construct and operate Segments 5 and 6 in its final 4-lane urban configuration with associated stormwater facilities ("Uncontrolled Segments 5 & 6 ROWE").

- iii. If Developer does not successfully secure any Uncontrolled Segments 5&6 ROWE within six (6) months after completion of the PDS for Segment 3, and upon completion and County approval of 60% design plans for Segment 5 and Segment 6, County shall make reasonable efforts, by all legal means available to County, to obtain all Uncontrolled Segments 5 & 6 ROWE. Costs associated with the acquisition of the Uncontrolled Segments 5 & 6 ROWE shall be considered part of the Phase 2 Improvements costs and shall be at the Developer's expense.
 - d. Construction – Developer shall construct the first 2-lanes of Segment 5 and Segment 6 with the pedestrian facilities adjacent to the first 2-lanes. Developer shall construct the associated stormwater facilities required for the ultimate 4-lane roadway cross section.
10. In connection with development of Phase 2 of the Development, Developer shall, at Developer's expense, permit and construct those portions of the first 2-lanes of Segment 2 necessary for access to areas under development during Phase 2 of the Development, in accordance with Sections 17 through 21, below.

Phase 3 Improvements

11. Prior to issuance of vertical construction permits in Phase 3 of the Development, funding for delivery of 4 lanes on IW Segments 2, 3, 5 and 6 shall be committed with the County ("Phase 3 Improvements"), as follows:
- a. Funding – Developer shall commit the remaining balance of the Mitigation Funds that were not expended in the delivery of the Phase 1 Improvements and Phase 2 Improvements ("Remaining Funds") to the construction of the remaining 2-Lanes of Innovation Way on Segments 2, 3, 5, and 6 ("Innovation Way Widening"). If the Remaining Funds are not sufficient to fully fund the Innovation Way Widening, then Developer shall work in good faith with funding partners (i.e. area developers, Orange County, City of Orlando, and other stakeholders) to identify funding sources for the completion of the Innovation Way Widening. Developer shall make available Remaining Funds to fund the construction of Innovation Way Widening in accordance with terms of a future funding agreement for construction of the Innovation Way Widening.
 - b. Construction – Upon availability of sufficient funds for the Innovation Way Widening, Developer shall construct the remaining 2-lanes of the constructed portions of Segments 2, 3, 5, and 6 with the pedestrian facilities adjacent to the remaining 2-lanes. Construction of the Innovation Way Widening shall commence prior to the issuance of vertical construction permits in Phase 3 of the Development and shall be completed within 24-months of commencement.
12. In connection with development of Phase 3 of the Development, Developer shall, at Developer's expense, permit and construct those portions of the first 2-lanes of Segment 2 necessary for access to areas under development during Phase 3 of the Development, in accordance with Sections 17 through 21, below.

Phase 4 Improvements

13. The Development shall not proceed with Phase 4 of the Development prior to the completion of construction of Segment 1 as a minimum 2-lane roadway with a similar cross-section as Segments 2 through 6 and the Development has connectivity to SR 417 and SR 528 via such Segment 1 and one or more constructed segments of Sunbridge Parkway.

Innovation Way Segment 1

14. Segment 1 of Innovation Way, located within the Sunbridge PD, shall be designed, permitted, and constructed by others, or as may otherwise be agreed in future multi-party roadway network agreements addressing connectivity between Innovation Way and Sunbridge Parkway.
15. Developer will negotiate in good faith with the County and other stakeholder parties to develop a regional transportation agreement addressing the timing, funding, obligations, and responsibilities for the completion of the 4-lane construction of all segments of Innovation Way, including Segment 1 ("Regional Transportation Agreement").
16. If a Regional Transportation Agreement is established with the Developer, County, and/or other stakeholder parties, Developer and County may mutually agree to amend the construction phasing of Innovation Way and the Development phasing outlined in this term sheet, to advance certain development in connection with the construction of Innovation Way Segment 1.

Innovation Way Segment 2

17. Developer shall complete, at Developer's expense, a modified scope PDS for Segment 2 to identify the roadway alignment and other pertinent variables of the roadway design. The modified scope of the PDS shall be limited to those elements required to establish the roadway alignment and other reasonable, pertinent design elements, necessary for the design of Segment 2.
18. Developer will incrementally construct, from west to east, the first 2-lanes of Segment 2 with the pedestrian facilities adjacent to the first 2-lanes. Developer shall construct the associated stormwater facilities required for the ultimate 4-lane roadway cross section. The phasing of this roadway construction shall be determined solely by the development activity within the Development.
19. Within 120 days after completion of construction and acceptance of any portion of Segment 2, Developer shall convey to the County marketable fee title to all lands, and grant to the County all easements, necessary to construct and operate such then completed portion of Segment 2 in its final 4-lane urban road configuration with associated stormwater facilities ("Controlled Segment 2 ROWE").
20. If not sooner conveyed, Developer shall convey to the County Controlled Segment 2 ROWE to the eastern property boundary of the Camino Reale PD concurrent with the first plat for development located adjacent to the PD's eastern boundary, or upon

approval of, and consistent with the terms of a Regional Transportation Agreement, whichever event is sooner.

21. If the County determines that Controlled Segment 2 ROWE is needed to complete a network connection to the east prior to the time when the Developer is otherwise obligated to convey such Controlled Segment 2 ROWE to the County, the County has the right to require the conveyance of such Controlled Segment 2 ROWE to the County, upon reasonable notice to the Developer, provided that an agreement has been executed which secures all of the Innovation Way ROWE from Moss Park Road to Sunbridge Parkway and secures the funding to complete the Innovation Way Widening and/or a Regional Transportation Agreement acceptable to the Developer has been entered into and approved by the County.

OUC Railroad Crossing

22. County and Developer agree that, pursuant to and in accordance with discussions between County and the Orlando Utilities Commission ("OUC"), the railroad crossing located between Segment 5 and Segment 6 of Innovation Way ("RR Crossing") shall be designed and constructed as an at-grade rail road crossing.
23. County and Developer agree that County will continue to lead the effort to permit the RR Crossing with OUC. Developer will coordinate with County on such efforts and will ensure that the requirements of the RR Crossing permit obtained by County from OUC are reflected in the final design of Segment 5 and/or Segment 6.

Funding and Construction Commitments

24. The Developer shall construct the Phase 1 Improvements and Phase 2 Improvements as outlined above. The improvements are intended to provide a continuous 2 lane roadway connection from the Camino Reale PD property to Moss Park Road along the Innovation Way corridor. The planning level cost estimates, provided in **Exhibit C**, do not constitute a funding limit for the obligation to construct the Phase 1 Improvements and Phase 2 Improvements.
25. If the cost of the Phase 1 Improvements and Phase 2 Improvements exceed the Mitigation Funds, then the Developer and the Development shall have no further obligations for funding of Phase 3 Improvements and/or Phase 4 Improvements. The Developer may elect, however, at the Developer's sole discretion, to advance, participate in, or commit additional funding for Phase 3 Improvements and/or Phase 4 improvements, to advance into those phases of the Development.
26. Notwithstanding the Developer's expenditure of Mitigation Funds to design, permit, acquire ROWE, and construct the Phase 1 Improvements and Phase 2 Improvements, Developer, at Developer's expense, shall permit and construct those portions of the first 2-lanes of Segment 2 necessary for access to areas under development during all phases of the Development.
27. County agrees and commits to make available approximately \$1.3 million in funds collected, or soon to be collected, from the Moss Park PD ("Moss Park PD Mitigation

Funds”) in accordance with the terms of the its development order, for the Innovation Way Widening project and/or to fund ongoing efforts by County to obtain Uncontrolled Segments 5&6 ROWE. The County shall not apply the Moss Park PD Mitigation Funds to any other improvements or transportation needs, unless otherwise agreed to by Developer.

28. Developer may, at Developer's cost, retain third party legal counsel, acceptable to County, to assist County with any legal endeavors and activities associated with obtaining ROWE needed for the construction and operation of Innovation Way, as outlined above. The primary aim of such third party legal counsel is to expedite ROWE acquisition processes.

Transportation Impact Fee Credits

29. Developer shall be entitled to and receive transportation impact fee credits (or mobility fee credits or any other type of fee credits that may replace transportation impact fees in the future) (“Credits”), or in accordance with County Code Section 23-95 (“Impact Fee Ordinance”), as may be amended, as follows:

- a. The full actual County-approved costs of PDS incurred by Developer.
- b. The full actual County-approved costs incurred by Developer for design, mitigation, and permitting of Segments 3, 5, and 6. The incremental actual County-approved costs incurred by Developer for design, mitigation and permitting of 4-lanes on Segment 2.
- c. The value of additional Controlled Segment 2 ROWE needed to construct a 4-lane section instead of a 2-lane section on Segment 2, to be determined in accordance with the County's typical appraisal process. All actual costs associated with obtaining Uncontrolled Segment 3 ROWE and/or Uncontrolled Segments 5&6 ROWE.
- d. The cost of construction of Innovation Way Segments 3, 5 and 6.
- e. All eligible costs shall be submitted by the Developer to County for reasonable review and approval.
- f. Impact fee credits shall be issued periodically against eligible costs that have been submitted to County for approval and approved by County for reimbursement.
- g. A planning level estimate of improvement costs, excluding the value of Controlled ROW, is provided in **Exhibit C**.

30. It is noted that the cost of construction of the first 2 lanes of Segment 2 within the Camino Reale PD shall not be eligible for Credits. If Developer elects to construct 4 lanes on Segment 2, then Credits may be requested for the construction of the second 2 lanes, as may be agreed with the County.

Concurrency Satisfaction

31. For each phase of development and in accordance with the terms herein, upon completion of the associated improvements/obligations by the Developer, the Camino Reale PD shall be deemed to have met and satisfied the requirements of Transportation Concurrency for the corresponding level of development, as referenced in Section 3. Except for the requirement to evaluate and address the intersection of Moss Park Road and John Wycliffe Road outlined in Section 6, the Development shall not be required to undertake, and the County shall not withhold development approvals subject to, any additional evaluations of capacity on the transportation network.

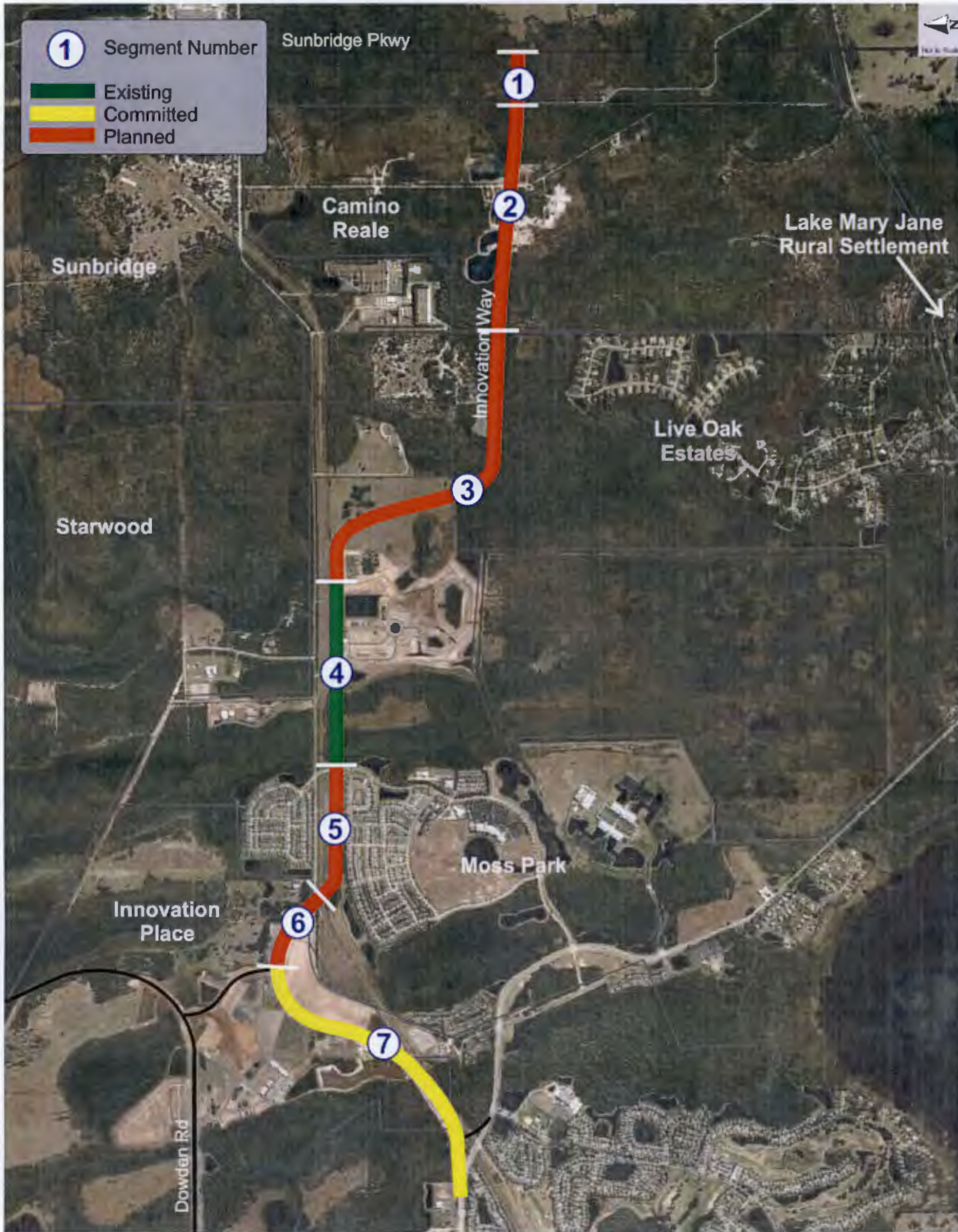
Schedule and Termination

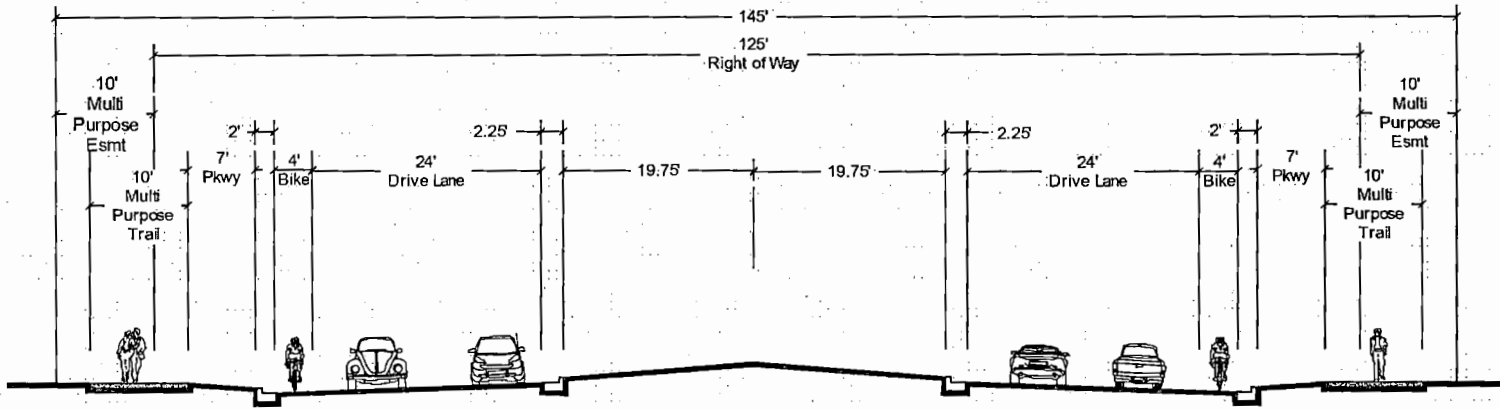
32. County and Developer agreed that time is of the essence, therefore the parties are committed to enter into a roadway agreement in accordance with the terms herein no later than six (6) months after approval of this term sheet by the Orange County Board of County Commissioners.
33. County and Developer agree that such roadway agreement shall include provisions identifying the rights and responsibilities of County and Developer, including definition of the County's right to undertake or advance any or all phases of the Innovation Way improvements herein ascribed to Developer, in the event that Developer does not perform such obligation(s) in accordance with this term sheet and the roadway agreement. Such provisions shall include due notice by County to Developer and a reasonable opportunity for Developer to cure the condition(s) triggering such notice.

No Connection to Lake Mary Jane Road

34. The connection of any road within the Camino Reale PD to Lake Mary Jane Road, or to any road within the Lake Mary Jane Rural Settlement that connects to Lake Mary Jane Road, shall be prohibited.

Exhibit A Camino Reale PD Road Network





**Innovation Way
Typical Section
4-Lane Divided**

**Exhibit B
Innovation Way Typical Section**

Exhibit C
Innovation Way Planning Level Cost Estimates

Segment		First 2 Lanes of 4 Lane Road					4-Lane
Number	Length	PDS	Design	Mitigation	ROW	Construction	Construction
2	0.8 mi	\$55,000	\$480,000	\$192,000	*	\$2,340,000	\$1,620,000
3	1.2 mi	\$180,000	\$720,000	\$288,000	\$1,800,000	\$3,510,000	\$2,430,000
5	0.5 mi		\$195,000	\$30,000	\$557,900	\$1,462,500	\$1,012,500
6	0.3 mi		\$117,000	\$36,000	\$334,740	\$877,500	\$607,500
Total	2.8 mi	\$235,000	\$1,512,000	\$546,000	\$2,692,640	\$8,190,000	\$5,670,000
Total Costs		First 2 Lanes = \$13,175,640		4-Laning = \$5,670,000		Combined = \$18,845,640	

Estimate Assumptions:

PDS Segment 3 = \$150,000/mile, Segment 2 = \$55,000 for Modified Scope PDS. of Innovation Way.

Design (\$600k/mile) - Required for Segments 2 & 3. 65% of full cost assumed for Segments 5 & 6.

Mitigation (\$240k/mile) - Required for Segments 2 & 3. Minimal needed for Segments 5 & 6.

ROW (Custom) - Estimated based on cost of \$100k/acre for Segment 3. Minimal needed for Segments 5 & 6.

Construction First 2 Lanes - 65% of estimated 4-lane cost of \$4.5 mil/mile or \$2.9 mil/mile.

Construction 4-Laning - 45% of estimated 4-lane cost of \$4.5 mil/mile or \$2 mil/mile.

** PD required to dedicate ROW for Segment 2. Full PDS not necessary for this segment.*