



Council Meeting Agenda

Wednesday, November 17, 2010
10:00 am

309 Cranes Roost Blvd., Suite 2000 Altamonte Springs, Florida 32701

- I. Call to Order and General Business
 - Call to Order – Chair, Cheryl L. Grieb – City Commissioner, City of Kissimmee
 - Roll Call – Carole Clark
- II. Consent Agenda
 - October 2010 Minutes – Secretary Melanie Chase (Attachment 1)
 - October Financial Report – Treasurer Patty Sheehan (Attachment 2)
 - MetroPlan ICAR 5 year renewable Cooperation Agreement (Attachment 3)
- III. Budget Amendment Package #1 2010 – Lelia Hars (Attachment 4)
 - End of FY discussion: Revenues, Expenditures, Possible bonuses for good performance
- IV. Director's Report- Phil Laurien
 - DRI Deadline? Discussion
 1. Monday 5:00 p.m. one week prior to Council Meeting
 2. DRI Format – Subcommittee – Blend/Compare- 5 other RPC's
- V. Planning Manger's Report - George Kinney
 - SRPP 2060 Plan Update
 - Regional Policy Plan Issues: Transportation, Land Use, Pedestrian Safety
 - Sidewalk Video – Living in the Crosswalk – Tara McCue
- VI. Announcements/Comments
 - An opportunity for Council members and members of the public to bring up events, issues or other items of interest to the Council.
- VII. Adjournment

ATTACHMENT 1

October 2010 Minutes

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

COUNCIL MEETING MINUTES

October 20, 2010

Commissioner Grieb Presiding for Chair Vice-Mayor Martin

In Attendance:

County Representatives:

Commissioner Nelson, Brevard County
Commissioner Cadwell, Lake County
Commissioner Boyd, Orange County
Commissioner Brummer, Orange County
Commissioner McLean, Seminole County
Councilman Kelly, Volusia County
Councilwoman Northey, Volusia County

Municipal Representatives:

Mayor Randels, Space Coast League of Cities
Commissioner Sheehan, City of Orlando
Commissioner Grieb, City of Kissimmee
Commissioner Krebs, Winter Springs, Tri-County League of Cities

Gubernatorial Appointees:

Ms. Christa Dixon, Orange County
Mr. Dan O'Keefe, Orange County
Mr. Atlee Mercer, Osceola County
Ms. Melanie Chase, Seminole County
Mr. John Lesman, Seminole County
Mr. William McDermott, Economic Development

Ex-Officio Members:

Ms. Nancy Christman, St. Johns River Water Management District
Ms. Vivian Garfein, Florida Department of Environmental Protection
Ms. Cecelia Weaver, South Florida Water Management District
Ms. Susan Sadighi, Florida Department of Transportation
Ms. Mary Moskowitz for Mr. Russell Gibson, City of Sanford

Other Attendees:

Ms. Leigh Matusick, City of Deland
Ms. Michelle Beamon, Osceola County
Mr. Lance Decuir, FDOT
Mr. Tony Reddeck VHB
Mr. Chris Testerman, Orange County
Mr. Justin Barson, FDOT Consultant
Ms. Missy Kelly, Volusia County Taxpayer
Ms. Liz Alward, Brevard County
Mr. John Adams, R. Whidden and Assoc., Inc.
Ms. Laura Vedral, Modica & Assoc.

Mr. Jim Modica, Modica & Assoc.

Members not in Attendance:

Commissioner Bolin, Brevard County
Commissioner Renick, Lake County
Commissioner Arrington, Osceola County
Commissioner Hawkins, Osceola County
Commissioner Carey, Seminole County
Mayor Land, City of Apopka (attended for Nomination Committee Meeting only)
Vice Mayor Martin, Volusia County League of Cities
Mr. Al Glover, Brevard County
Mayor DeMarco, Lake County
Mr. Lonnie Groot, Volusia County

ECFRPC Staff:

Executive Director Philip Laurien
Attorney Jerry Livingston
Mr. George Kinney
Mr. Fred Milch
Ms. Claudia Paskauskas
Ms. Lelia Hars
Mr. Chris Chagdes
Mr. Keith Smith
Ms. April Raulerson
Mr. Andrew Landis
Mr. Josh Hoffman

I. Call to Order and General Business

Commissioner Cheryl Grieb called the meeting to order at 10:00 a.m. Ms. Carole Clark called the roll and announced a quorum was present.

II. Consent Agenda

Commissioner Grieb asked for a motion to approve the September 2010 Minutes and the September 2010 Financial Report.

Mr. Atlee Mercer motioned to approve the September 2010 Minutes and September 2010 Financial Report and was seconded by Mr. Dan O'Keefe.

All were in favor.

The Metro Plan Agreement (Corrected) was tabled as the Council had not had adequate time to review it.

III. Annual Election of Officers

At Mayor John Land's request, Mr. Mercer announced the Nomination Committee's suggested list of nominees for the 2011 RPC Officers. The nominations were as follows:

Chairman:	Commissioner Cheryl Grieb
Vice-Chairman:	Mr. Dan O' Keefe
Secretary:	Ms. Melanie Chase
Treasurer:	Ms. Patty Sheehan
At Large:	Mr. Chuck Nelson

There were no nominations from the floor.

Mr. Mercer motioned to accept the slate as proposed and Mayor Randels seconded the motion.

All were in favor.

IV. Center Lake DRI

Mr. Fred Milch presented an overview of the Center Lake DRI giving a brief history of the project to date, the location, and a summary of the site plan. Issues with the project included: disjointed design, wetland crossings, lack of future road capacity, lack of transit, and off-site connections. Positive attributes included: high density transit oriented design (transit ready), few wetland impacts, the site is within the Osceola County Urban Service Boundary, Mix of Use, and Rummel Road adding to the area network.

The Developer, Mr. John Adams, stated that the development team was generally in agreement with the conditions of the development plan.

After some discussion, the following changes were made to the DRI: 1) The Matrix was changed to allow for 20% additional employment base uses. 2) Lines 724 through 727 were stricken. 3) Language in paragraph 95 was changed to "Toward this end, the Developer shall stub roadways at potential connections." 4) On Line 1123, the maximum for total funds for the Alternative Transportation Modes Plan was changed from \$100,000 to \$20,000. 5) Letter "d" in paragraph 98 was parenthetically incorporated into letter "c" and lines 1153 and 1155 were stricken. 6) Paragraph 100 was removed. 7) The first line of paragraph 101 was changed from reading "shall" to "should."

A motion was made and seconded to approve the Center Lake DRI with the changes outlined above. All were in favor.

V. Director's Report – Phil Laurien

- a. Task Force on Space industry EDA Regional Innovation Grants Update – The deadline for grant submission was October 15th. The Council made the policy decision not to be an applicant but to endorse other projects instead.

There were 12 projects endorsed by the Council. The applicants include: SEMATECH, Embry Riddle, Titusville/Cocoa Airport, Space Florida, FIT, Palm Bay, and the Space Coast Clean Energy Consortium.

The president has promised \$35 million in the Congressional Budget for next year for the purpose of helping Brevard County. If the money is approved, these projects will hopefully receive grants. There may also be other applicants whose grant submissions were not viewed by the Council but who would receive grants.

- b. Broadband Planning follow up – The Department of Management Services received funding for Broadband Planning. They expect to hire the RPC's in the near future to help with this project. The two aspects of the project are: 1) Plans and 2) GIS Mapping which is potentially a bigger project for the future. Director Laurien will keep the Council advised as this venture moves forward.
- c. Mt. Dora Visioning Contract – The ECFRPC is part of a group with IBI who were asked to make a presentation to the City of Mt. Dora to assist with their visioning contract. Although the Council would be partnered with IBI, it would be hired directly by Mt. Dora if selected. Director Laurien will keep the Council apprised of any new developments concerning this.
- d. SR 50 FDOT/Lake Sumter MPO Corridor Plan – The Council participated in the first phase of this plan which was successful. Currently language is being drafted to outline the Council's participation in Phase 2. The Council will be partnering with Kittelson but would be employed by FDOT.
- e. Supplemental Joint Participation Agreement (SJPA) between ECFRPC and FDOT FM#410830-2-14-01 Chairwoman Grieb read a letter from the FDOT asking the Council to extend the GIS service contract. The budget amount will be \$50,000.

A motion was made and seconded to extend the contract. All were in favor.

As a matter of information, Director Laurien told the Council that the deadline for EPA brownfield grants had occurred the prior week. The Council provided letters of support for the City of Maitland, Orange County, and Volusia County.

VI. Planning Manger's Report

- a. SRPP 2060 Plan Update - Mr. George Kinney updated the Council on the progress being made with Policy Plan comments reviewed to date. The RPC staff has received 392 comments and 300 of those comments have been reviewed as of this meeting date. Mr. Kinney discussed the corresponding matrix that details the comments and the RPC's responses to those comments. Upon completion of the matrix, the Policy Plan Task Force will review the staff responses before bringing them to the Council for approval.

Mr. Kinney then went on to state that there was a need for a more members on the Policy Plan Task Force (PPTF) and asked if anyone would be interested in joining.. Commissioner Brummer and Mayor Randels volunteered.

After approval by the Council, the Policy Plan will be sent to the governor's office for comment.

- b. Brevard County Post Disaster Redevelopment Plan - Mr. Kinney informed the Council that the RPC had been offered a contact opportunity by the Brevard County Emergency Management Office for assistance in writing a Brevard County Post Disaster Redevelopment Plan. Ms. April Raulerson reported that the plan will involve all the cities and the major infrastructures in Brevard County and will include documents that address land use, infrastructure and getting services back up and running after a disaster. This

project will include pulling together focus groups and work groups as well as holding public meetings to address any concerns that arise.

VII. Announcements and Comments

Mayor Randels announced that in the City of Cape Canaveral, Florida Power and Light has accepted the challenge to fund and conduct an energy survey encompassing 500 hundred homes.

Chairwoman Grieb mentioned the Central Florida GIS User Group Conference taking place on October 28th. Ms. Claudia Paskauskas expounded upon the event informing the Council that the purpose of conference was to showcase how GIS is being used in decision making and business processes. This is an opportunity to educate people concerning the abilities of GIS and to show it off as a tool. Everyone was invited.

Director Laurien informed the Council that the ECFRPC was not selected for a HUD Sustainable Community Development Grant. There were no funds granted to Category 2 applicants in Florida. Congratulations go to South Florida and Treasure Coast RPCs who were funded as co-applicants on a Category 1 grant as was the Central Florida RPC. Metro Plan Orlando received a Tiger 2 grant for \$10 million which was more than expected so hopefully that will provide funds to address some of the transit and land use concerns listed in the Council's application.

There is a possibility of subsequent rounds for grant dollars so the Council will explore those opportunities as they arise.

Chairwoman Grieb offered congratulations to the new officers.

IX. Adjournment

There being no further business before the Council, Chairwoman Grieb adjourned the meeting at 11:50 a.m.

ATTACHMENT 2

October 2010 Financial Report

(Will be provided at Council meeting)

ATTACHMENT 3

MetroPlan ICAR 5 year Renewable Cooperation Agreement

**INTERGOVERNMENTAL COORDINATION AND REVIEW
AND
PUBLIC TRANSPORTATION COORDINATION
JOINT PARTICIPATION AGREEMENT**

THIS JOINT PARTICIPATION AGREEMENT is made and entered into this ___ day of ___, 2010 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter "Department"); the ORLANDO URBAN AREA METROPOLITAN PLANNING ORGANIZATION, d/b/a METROPLAN ORLANDO (hereinafter the "MPO" or the "Metropolitan Planning Organization"); the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (hereinafter the "Regional Planning Council"); the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY d/b/a LYNX (hereinafter the "Transit Authority"); the GREATER ORLANDO AVIATION AUTHORITY and the SANFORD AIRPORT AUTHORITY (hereinafter the "Aviation Authorities"); and the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY AND THE SEMINOLE COUNTY EXPRESSWAY AUTHORITY (hereinafter the "Expressway Authorities").

RECITALS

WHEREAS, the Federal Government, under the authority of 23 United States Code (U.S.C.) and any subsequent applicable amendments requires each metropolitan area, as a condition to the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process in designated metropolitan areas to develop and implement plans and programs consistent with the comprehensively planned development of the metropolitan area;

WHEREAS, 23 U.S.C. 134, and Section 339.175, Florida Statutes (FS), provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, 23 Code of Federal Regulations (CFR) 450.314 require that the State, the Metropolitan Planning Organization, and the operators of publicly owned transportation systems shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming;

WHEREAS, pursuant to Section 20.23, FS, the Department has been created by the State of Florida, and the Department has the powers and duties relating to transportation, all as outlined in Section 334.044, FS;

WHEREAS, pursuant to 23 U.S.C. 134, 49 U.S.C. 5303, 23 CFR 450.310, and Section 339.175(2), FS, the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO has been designated and its membership apportioned by the Governor of the State of Florida, with the agreement of the affected units of general purpose local government, to organize and establish the Metropolitan Planning Organization;

WHEREAS, pursuant to an interlocal agreement executed on June 7, 2000, and filed with the Clerk of the Circuit Court of Orange, Osceola, Seminole and Volusia Counties the Orlando Urban Area Metropolitan Planning Organization, d/b/a METROPLAN ORLANDO was established;

WHEREAS, pursuant to Chapter 75-464, Laws of Florida, the Greater Orlando Aviation Authority was created and established;

WHEREAS, pursuant to Chapter 71-924, Laws of Florida, the Sanford Airport Authority was created and established;

WHEREAS, pursuant to Section 348.75 et seq. Florida Statutes, the Orlando-Orange County Expressway Authority was created and established;

WHEREAS, PURSUANT TO Section 348.95 et seq., Florida Statutes, the Seminole County Expressway Authority was created and established;

WHEREAS, pursuant to Section 343.6 et seq., Florida Statutes, the Central Florida Regional Transportation Authority was created and established;

WHEREAS, pursuant to Section 339.175(10)(a)2., FS, the Metropolitan Planning Organization shall execute and maintain an agreement with the metropolitan and regional intergovernmental coordination and review agencies serving the Metropolitan Area;

WHEREAS, the aforesaid agreement must describe the means by which activities will be coordinated and specify how transportation planning and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, pursuant to Section 186.504, FS, and Chapter 29 Rule 29F-1.01, Florida Administrative Code (FAC), the East Central Florida Regional Planning Council was established and operates with a primary purpose of intergovernmental coordination and review;

WHEREAS, pursuant to Section 186.505(24), FS, the East Central Florida Regional Planning Council is to review plans of metropolitan planning organizations to identify inconsistencies between those agencies' plans and applicable local government comprehensive plans adopted pursuant to Chapter 163, FS;

WHEREAS, the Regional Planning Council, pursuant to Section 186.507, FS, is required to prepare a Strategic Regional Policy Plan, which will contain regional goals and policies that address regional transportation issues;

WHEREAS, based on the Regional Planning Council's statutory mandate to identify inconsistencies between plans of metropolitan planning organizations and applicable local government comprehensive plans, and to prepare and adopt a Strategic Regional Policy Plan, the Regional Planning Council is appropriately situated to assist in the intergovernmental coordination of the intermodal transportation planning process;

WHEREAS, pursuant to Section 186.509, FS, and Chapter 29 F-3, FAC, the Regional Planning Council has adopted a conflict and dispute resolution process;

WHEREAS, the purpose of the dispute resolution process is to reconcile differences in planning and growth management issues between local governments, regional agencies, and private interests;

WHEREAS, the parties hereto have determined that the voluntary dispute resolution process is useful in the process of resolving conflicts and disputes arising in the transportation planning process;

WHEREAS, pursuant to 23 CFR 450.314 and Section 339.175(10)(a)3., FS, the Metropolitan Planning Organization must execute and maintain an agreement with the operators of public transportation systems, including transit systems, commuter rail systems, airports, and seaports, describing the means by which activities will be coordinated and specifying how public transit, commuter rail, aviation, and seaport planning (including corridor and subarea studies pursuant to 23 CFR 450.212 and 450.318) and programming will be part of the comprehensively planned development of the Metropolitan Area;

WHEREAS, it is in the public interest that the MPO, operators of public transportation systems, including transit systems, commuter rail systems, port and aviation authorities, jointly pledge their intention to cooperatively participate in the planning and programming of transportation improvements within this Metropolitan Area;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with 23 CFR 450.314 and Section 339.175(10), FS; and

WHEREAS, the parties to this Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway

facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1

RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Agreement means and refers to this instrument, as amended from time to time.

Corridor or Subarea Study shall mean and refer to studies involving major investment decisions or as otherwise identified in 23 CFR 450.318.

Department shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23, FS.

FHWA means and refers to the Federal Highway Administration.

Long Range Transportation Plan is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and, in ozone/carbon monoxide nonattainment areas, is coordinated with the State Implementation Plan, all as required by 23 U.S.C. 134(i), 23 CFR 450.322, Section 339.175(7), FS.

Metropolitan Area means and refers to the planning area as determined by agreement between METROPLAN ORLANDO, the Metropolitan Planning Organization, and the Governor in the urbanized areas designated by the United States Bureau of the Census as described in 23 U.S.C. 134(b)(1) and Section 339.175, FS, which shall be subject to the Metropolitan Planning Organization's planning authority.

MPO means and refers to the metropolitan planning organization formed pursuant to Interlocal Agreement dated June 8, 2000, as amended or superseded from time to time.

Regional Planning Council means and refers to the East Central Florida Regional Planning Council created pursuant to Section 186.504, FS, and identified in Chapter 29F-1.01, FAC.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a metropolitan planning organization consistent with the Long-Range Transportation Plan and developed pursuant to title 23 U.S.C. 134(j), 49 U.S.C. 5304, 23 CFR 450.324 and Section 339.175(8), FS.

Unified Planning Work Program is a biennial program developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a two year time frame, with a complete description thereof and an estimated budget, all as required by 23 CFR 450.308, and Section 339.175(9), FS.

ARTICLE 2 PURPOSE

Section 2.01. Coordination with public transit operators. As set forth in Article 3 of this Agreement, the purpose of this Agreement is to provide for cooperation with the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities in the development and preparation of the Unified Planning Work Program, the Transportation Improvement Program, the Long-Range Transportation Plan, and any applicable Corridor or Subarea Studies.

Section 2.02. Intergovernmental coordination; Regional Planning Council. As set forth in Article 4 of this Agreement, the purpose of this Agreement is to provide a process through the Regional Planning Council for intergovernmental coordination and review and identification of inconsistencies between proposed Metropolitan Planning Organization transportation plans and local government comprehensive plans adopted pursuant to Chapter 163, FS, and approved by the Florida Department of Community Affairs.

Section 2.03. Dispute resolution. As set forth in Article 5 of this Agreement, the purpose of this Agreement is to provide a process for conflict and dispute resolution through the Regional Planning Council.

ARTICLE 3 COOPERATIVE PROCEDURES FOR PLANNING AND PROGRAMMING WITH OPERATORS OF PUBLIC TRANSPORTATION SYSTEMS

Section 3.01. Cooperation with operators of public transportation systems; coordination with local government approved comprehensive plans.

(a) The Metropolitan Planning Organization shall cooperate with the Transit Authority, Aviation Authorities, and the Expressway Authorities to optimize the planning and programming of an integrated and balanced intermodal transportation system for the Metropolitan Area.

(b) The Metropolitan Planning Organization shall implement a continuing, cooperative, and comprehensive transportation planning process that is consistent, to the maximum extent feasible, with port and aviation master plans, and public transit development plans of the units of local governments whose boundaries are within the Metropolitan Area.

(c) As a means towards achievement of the goals in paragraphs (a) and (b) and in an effort to coordinate intermodal transportation planning and programming, the Metropolitan Planning Organization may include as part of its membership officials of agencies that administer or operate major modes or systems of transportation, including but not limited to transit operators, sponsors of major local airports, maritime ports, and rail operators. The representative of the major modes or systems of transportation may be accorded voting or non-voting advisor status. In the Metropolitan Area if authorities or agencies have been or may be created by law to perform transportation functions and are performing transportation functions, and that are not under the jurisdiction of a general purpose local government represented on the Metropolitan Planning Organization, the Metropolitan Planning Organization shall request the Governor to designate said authority or agency as a voting member of the MPO in accordance with the requirements of Section 339.175, FS. If the new member would alter local government representation in the Metropolitan Planning Organization, the Metropolitan Planning Organization shall propose a revised apportionment plan to the Governor to ensure voting membership on the Metropolitan Planning Organization to an official representing public transit authorities which have been, or may be, created by law.

(d) The Metropolitan Planning Organization shall ensure that representatives of ports, transit authorities, and airports within the Metropolitan Area are provided membership on the Metropolitan Planning Organizations Technical Advisory Committee.

Section 3.02. Preparation of transportation related plans.

(a) Although the adoption or approval of the Unified Planning Work Program, the Transportation Improvement Program, and the Long-Range Transportation Plan is the responsibility of METROPLAN ORLANDO the Metropolitan Planning Organization, development of such plans or programs shall be viewed as a cooperative effort involving the Department, the Transit Authority, Aviation Authority, and the Expressway Authorities. In developing its plans and programs, METROPLAN ORLANDO the Metropolitan Planning Organization shall solicit the comments and recommendations of the parties to this Agreement in the preparation of such plans and programs.

(b) At the commencement of the process of preparing the Unified Planning Work Program, the Transportation Improvement Program, or the Long-Range Transportation Plan, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization), the Metropolitan Planning Organization shall extend notice to the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities, advising the scope of the work to be undertaken and inviting comment and participation in the development process. The MPO shall ensure that the chief operating officials of the Department, the Transit Authority, the Aviation Authorities, and the Expressway Authorities shall receive approximately 15 days written formal notice of all public workshops and hearings relating to the development of such plans and programs. It is stipulated by the parties to this Agreement that the failure by METROPLAN ORLANDO, the Metropolitan Planning Organization, to properly extend written or other notice shall not invalidate, or be lodged as a claim to invalidate, the adoption of the aforementioned plans and programs.

(c) Local government comprehensive plans.

(1) In developing the TIP, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the MPO), METROPLAN ORLANDO, the Metropolitan Planning Organization, the Central Florida Regional Transportation Authority, the Greater Orlando Aviation Authority, the Sanford Airport Authority, the Orlando-Orange County Expressway Authority, and the Seminole County Expressway Authority shall analyze for each local government in the Metro Area: (i) the comprehensive plan future land use elements; (ii) the goals, objectives, and policies of the comprehensive plans; and (iii) the zoning, of each local governments in the Metropolitan Area. Based upon the foregoing review and a consideration of other growth management factors, the MPO, the Transit Authority, Aviation Authorities, and the Expressway Authorities, shall provide written recommendations to local governments in the Metropolitan Area in the development, amendment, and implementation of their comprehensive plans. A copy of the recommendations shall be sent to the Regional Planning Council.

(2) METROPLAN ORLANDO, the Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Long-Range Transportation Plan and the project and project phases within the Transportation Improvement Program shall be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local government in the Metropolitan Area. If the MPO's Transportation Improvement Program is inconsistent with a local government comprehensive plan, the MPO shall so indicate, and the MPO shall present, as part of the Transportation Improvement Program, justification for including the project in the program.

(d) Multi-modal transportation agency plans.

(1) In developing the Transportation Improvement Program, Long-Range Transportation Plan, or a Corridor or Subarea Studies, or preparing other than a minor amendment thereto (as determined by the Metropolitan Planning Organization) METROPLAN ORLANDO, the Metropolitan Planning Organization shall analyze the affected master plans of the, the Greater Orlando Aviation Authority and the Sanford Airport Authority, the Central Florida Regional Transportation Authority, the Orlando-Orange County Expressway Authority, and the Seminole County Expressway Authority. Based upon the foregoing review and a consideration of other transportation-related factors, METROPLAN ORLANDO the Metropolitan Planning

Organization, shall from time to time and as appropriate, provide recommendations to the parties to this Agreement as well as local governments within the Metropolitan Area, for the development, amendment, and implementation of their master, development, or comprehensive plans.

(2) In developing or revising their respective master or development plans, the parties to this Agreement shall analyze the draft or approved Unified Planning Work Program, Transportation Improvement Program, Long-Range Transportation Plan, or Corridor and Subarea Studies, or amendments thereto. Based upon the foregoing review and a consideration of other transportation-related factors, the parties to this Agreement shall from time to time and as appropriate, provide written recommendations to the Metropolitan Planning Organization MPO with regard to development, amendment, and implementation of the plans, programs, and studies.

(3) METROPLAN ORLANDO, the Metropolitan Planning Organization agrees that, to the maximum extent feasible, the Transportation Improvement Program shall be consistent with the affected master plans and development plans of the parties to this Agreement.

(e) By letter agreement to be executed by METROPLAN ORLANDO, the Metropolitan Planning Organization and the affected Transit Authority, Aviation Authorities, the Expressway Authorities, and public transit providers represented by Metropolitan Planning Organization members, METROPLAN ORLANDO the Metropolitan Planning Organization and the affected agency or authority shall mutually develop a process for planning coordination, forwarding recommendations, and project programming consistency to be referred to as the "letter agreement". This process shall be the same as the METROPLAN ORLANDO INTERNAL OPERATING PROCEDURES, attached hereto as Exhibit I, to be referred to as the "letter agreement". The parties to this Agreement agree that METROPLAN ORLANDO, the Metropolitan Planning Organization need only include in the Transportation Improvement Program those state-funded airport and seaport projects that directly relate to surface transportation activities. The process agreed to in the "letter agreement" shall provide flexible deadlines for inter-agency comment on affected plans referenced in this section. Upon approval, the "letter agreement" shall be appended to this Agreement and shall be an exhibit hereto. The signatories to the "letter agreement" may revise or terminate the "letter agreement" upon 30 days written notice to all other parties to this Agreement but without approval of other parties hereto.

ARTICLE 4

INTERGOVERNMENTAL COORDINATION AND REVIEW

Section 4.01. Coordination with Regional Planning Council. The Regional Planning Council shall perform the following tasks:

(a) Within 30 days of receipt, review the draft of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, as requested by the Metropolitan Planning Organization, to identify inconsistencies between the foregoing plans and programs and applicable local government comprehensive plans adopted pursuant to Chapter 163 *et seq.*, FS, for counties and cities within the Metropolitan Area and the adopted Strategic Regional Policy Plan.

(1) The parties hereto recognize that, pursuant to Florida law, the Long-Range Transportation Plan and the Transportation Improvement Program of METROPLAN ORLANDO, the Metropolitan Planning Organization, must be considered by cities and counties within the Metropolitan Area in the preparation, amendment, and update/revision of their comprehensive plans. Further, the Long-Range Transportation Plan and the projects and project phases within the Transportation Improvement Program are to be consistent with the future land use element and goals, objectives, and policies of the comprehensive plans of local governments in the Metropolitan Area to the maximum extent feasible. Therefore, promptly upon completion of its review of the draft proposal, the Regional Planning Council shall advise the Metropolitan Planning Organization and each affected county or city of its findings.

(2) If, after completing its review of the draft proposal, the East Central Florida Regional Planning Council deems that the plans and programs submitted are not acceptable, the Regional Planning Council shall promptly advise METROPLAN ORLANDO, the Metropolitan Planning Organization, in writing of its concerns and identify those portions of the submittals which need to be reevaluated and potentially modified; and

(3) Upon final adoption of the proposed Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto, METROPLAN ORLANDO, the Metropolitan Planning Organization may request that the East Central Florida Regional Planning Council consider adoption of regional transportation goals, objectives, and policies in the Strategic Regional Policy Plan implementing the adopted Transportation Improvement Program, Long-Range Transportation Plan, Corridor and Subarea Studies, or amendments thereto. If the proposed plan, program, or study, or amendments thereto, was the subject of previous adverse comment by the East Central Florida Regional Planning Council, the Metropolitan Planning Organization will identify the change in the final adopted plan intended to resolve the adverse comment, or alternatively, the Metropolitan Planning Organization shall identify the reason for not amending the plan as suggested by the East Central Florida Regional Planning Council.

(b) Provide the availability of the conflict and dispute resolution process as set forth in Article 5 below.

ARTICLE 5

CONFLICT AND DISPUTE RESOLUTION PROCESS

Section 5.01. Disputes and conflicts under this Agreement. This process shall apply to conflicts and disputes relating to matters subject to this Agreement, or conflicts arising from the performance of this Agreement. Except as otherwise provided in this Article 5, only representatives of the agencies with conflicts or disputes shall engage in conflict resolution.

Section 5.02. Initial resolution. The affected parties to this Agreement shall, at a minimum, ensure the attempted early resolution of conflicts relating to such matters. Early resolution shall be handled by direct discussion between the following officials:

for the Florida Department of Transportation: by the District Director for Planning and Programs
for METROPLAN ORLANDO the Metropolitan Planning Organization: by the Executive Director
for the East Central Florida Regional Planning Council: by the Executive Director
for the Central Florida Regional Transportation Authority: by the Executive Director
for the Greater Orlando Aviation Authority: by the Executive Director
for the Sanford Airport Authority: by the President/Chief Executive Officer
for the Orlando-Orange County Expressway Authority: by the Executive Director
for the Seminole County Expressway Authority; by the Executive Director

Section 5.03. Resolution by senior agency official. If the conflict remains unresolved, the conflict shall be resolved by the following officials:

for the Florida Department of Transportation: by the District Secretary
for METROPLAN ORLANDO, the Metropolitan Planning Organization: the Chairman of the Board

for the East Central Florida Regional Planning Council: by the Chairman of the Board
for the Central Florida Regional Transportation Authority: by the Chairman of the Board
for the Greater Orlando Aviation Authority: by the Chairman of the Board
for the Sanford Airport Authority: by the Chairman of the Board
for the Orlando-Orange County Expressway Authority: by the Chairman of the Board
for the Seminole County Expressway Authority; by the Chairman of the Board

Section 5.04. Alternative Regional Planning Council dispute resolution. If a resolution is not possible, the parties may undertake dispute resolution pursuant to the Regional Planning Council procedure set forth in Chapter 29F-3, FAC. All parties to the dispute must agree to undertake this procedure before it may be invoked.

Section 5.05. Resolution by the Office of the Governor. If the conflict is not resolved through conflict resolution pursuant to Sections 5.02, 5.03, and 5.04 of this Agreement, the parties shall petition the Executive Office of the Governor for resolution of the conflict pursuant to its procedures. Resolution of the conflict by the Executive Office of the Governor shall be binding on all parties.

ARTICLE 6 MISCELLANEOUS PROVISION

Section 6.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 6.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 6.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall have a term of (5) years and shall automatically renew at the end of said (5) years for another (5) term and every (5) years thereafter. At the end of the (5) year term and at least every (5) years thereafter, the parties hereto shall examine the terms hereof and agree to amend the provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement.

(b) Withdrawal procedure. Any party may withdrawal from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the MPO, at least (90) days prior to the intended date of withdrawal; provided, that financial commitments made prior to withdrawal are effective and binding for their full term and amount regardless of withdrawal.

Section 6.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice is required to be given and shall be addressed as follows:

Executive Director
METROPLAN ORLANDO
315 E. Robinson Street, Suite 355
Orlando, Fl. 32801-1949

Executive Director
East Central Florida Regional Planning Council
309 Cranes Roost Blvd., Suite 2000
Altamonte Springs, FL 32701

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Airport Blvd
Orlando, Fl 32827-4399

President/CEO
Sanford Airport Authority
1200 Red Cleveland Blvd
Sanford, Florida 32773-6844

Executive Director
Central Florida Regional Transportation
Authority
455 North Garland Avenue
Orlando, Fl 32801

Executive Director
Orlando-Orange County Expressway Authority
4974 ORL Tower Rd.
Orlando, Fl 32807

Executive Director
Seminole County Expressway Authority
520 West Lake Mary Blvd. #200
Sanford, FL 32773

Secretary, District Five
Florida Department of Transportation
719 S. Woodland Blvd
Deland, FL 32720

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 6.05. Interpretation.

(a) Drafters of Agreement. All parties hereto were each represented by, or afforded the opportunity for representation by legal counsel, and participated in the drafting of this Agreement and in the choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall no affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 6.06. Attorney's Fees. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 6.07. Agreement execution; use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 6.08. Effective date. This Agreement shall become effective upon its execution by all parties hereto.

Section 6.09. Other authority. In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is required under applicable law to enable the parties to enter into this Agreement or to undertake the provisions set forth hereunder, or to observe, assume or carry out any of the provisions of the Agreement, said parties will initiate and consummate, as provided by law, all actions necessary with respect to any such matters for required.

Section 6.10. Parties not obligated to third parties. No party hereto shall be obligated or liable hereunder to any party not a signatory to this Agreement. There are no express or intended third party beneficiaries to this Agreement.

Section 6.11. Rights and remedies not waived. In no event shall the making by the Department of any payment to the Metropolitan Planning Organization constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Metropolitan Planning Organization, and the making of any such payment by the Department while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Department in respect of such breach or default.

IN WITNESS WHEREOF, the undersigned parties have executed this Joint Participation Agreement on behalf of the referenced legal entities.

Signed, Sealed, and Delivered in the presence of:

METROPLAN ORLANDO

BY: 
Chairman

ATTEST: _____
DATE: _____

EAST CENTRAL FLORIDA REGIONAL
PLANNING COUNCIL

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE GREATER ORLANDO AVIATION
AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE SANFORD AIRPORT AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

THE SEMINOLE COUNTY EXPRESSWAY
AUTHORITY

BY: _____
Chairman

ATTEST: _____
DATE: _____

FLORIDA DEPARTMENT OF TRANSPORTATION

BY: _____
District Five Secretary

ATTEST: _____
DATE: _____

APPROVED AS TO FORM, LEGALITY
DEPARTMENT OF TRANSPORTATION

BY: _____
ATTORNEY
DATE: _____
TITLE: _____

[Every participant identified in this Agreement shall sign and date this Agreement with the appropriate witnesses]

EXHIBIT I

VII. OPERATING PROCEDURES

1. METROPLAN ORLANDO shall meet at least four times a year at a time and location designated by METROPLAN ORLANDO and at such other times as the Chairman or METROPLAN ORLANDO may determine necessary.
2. Advance notification of all meetings, both regular business and special, shall be provided as required by applicable law.
3. A quorum shall consist of a majority of those members entitled to vote. A majority shall consist of one-half the voting members plus one.
4. METROPLAN ORLANDO members must be present to cast a vote. Any business transacted by METROPLAN ORLANDO must be approved by not less than a majority of the votes cast.
5. Voting shall be by voice. A roll call vote shall be held if the voice vote is other than unanimous. All other questions or procedures shall be governed by the most recent edition of Robert's Rules of Order.
6. All METROPLAN ORLANDO Board and committee meetings will be open to the public.
7. The public may obtain information or make submissions or requests concerning METROPLAN ORLANDO matters to the Office of the Executive Director, METROPLAN ORLANDO, 315 E. Robinson Street, Suite 355, Orlando, Florida 32801, or at such other location designated by METROPLAN ORLANDO.
8. The procurement of goods and services shall be conducted in accordance with applicable federal and state law and Resolution No. 05-01, Resolution Adopting the Procedures for Purchases, Sales, Services, and Contracts of METROPLAN ORLANDO, and as amended from time to time. Employees of METROPLAN ORLANDO shall be bound by the provisions of Chapter 112, Part III, Florida Statutes. Procedures for the resolution of protests arising from any contract bidding process shall be as provided in Resolution No. 05-01, Resolution Adopting the Procedures for Purchases, Sales, Services, and Contracts of METROPLAN ORLANDO, and as amended from time to time.

VIII. PROCEDURES FOR PUBLIC INVOLVEMENT PROCESS

1. Continuing the provisions set forth in the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991, the 1998 Transportation Efficiency Act for the 21st Century (TEA-21) requires all Metropolitan Planning Organizations to establish a public involvement process in conjunction with the overall transportation planning process occurring within their respective urban areas. METROPLAN ORLANDO's public involvement policy shall ensure that the requirements and criteria established under the TEA-21 legislation are met. The TEA-21 legislation states that public involvement processes be proactive and provide complete information, timely public notice, full access to key decisions, and opportunities for early and continuing involvement of the public in developing plans and Transportation Improvement Programs.
2. In complying with the TEA-21 public involvement requirements listed above, METROPLAN ORLANDO shall specifically implement the following procedures for Federal-aid highway and transit programs:

- a) All meetings of METROPLAN ORLANDO, the Municipal Advisory Committee (MAC), the Transportation Technical Committee (TTC), the Citizens' Advisory Committee (CAC), the Bicycle and Pedestrian Advisory Committee (BPAC), and other Committees as may be established, shall be open to the public and opportunities for public comments shall be provided. All public meetings and hearings shall be held in locations that are accessible to people with disabilities.
- b) METROPLAN ORLANDO's public involvement process shall provide for early and continuing involvement in the transportation planning and programming process to all segments of the community. As specifically stated in the TEA-21 legislation, these segments are freight shippers, users of public transit, citizens, providers of transportation, affected public agencies, representatives of transportation agency employees, other interested parties and segments of the community affected by transportation plans, programs, and projects. The process shall also provide for seeking out and considering the needs of those traditionally underserved by existing transportation systems, such as low income and minority households which may face challenges accessing employment and other amenities.
- c) Prior to the adoption of the Long Range Transportation Plan, at least one public hearing on the Plan shall be held in each county within the Orlando Urbanized Area. Notices of the public hearings shall be published in the Orlando Sentinel, as well as in other local newspapers published for minority communities. The comments received from the public at these hearings shall be taken into consideration by METROPLAN ORLANDO and its subsidiary committees before the Long Range Transportation Plan is adopted.
- d) A public hearing shall be held in conjunction with the preparation of the TIP Prioritized Project List. Any comments received from the public will be taken into consideration by METROPLAN ORLANDO and its subsidiary committees before the TIP Prioritized Project List is adopted.
- e) Copies of both the TIP Prioritized Project List and the final adopted TIP shall be made available for review by the public at the METROPLAN ORLANDO staff offices, the local government planning departments, and public libraries in the Orlando Urbanized Area. The locations where the TIP may be reviewed shall be shown in a legal notice that shall be published in the Orlando Sentinel, as well as in other local newspapers published for minority communities.
- f) Copies of notices of the public hearings referred to herein and notices of the plans and reports referred to herein shall be provided to all persons, including private providers of transportation who have requested to be provided with copies of such notices, proposed plans and reports.
- g) The METROPLAN ORLANDO staff shall make presentations to various groups, civic organizations, Chambers of Commerce, etc. regarding the transportation plans and programs occurring within the Orlando Urbanized Area.
- h) An annual report will be produced and distributed to provide information on transportation-related activities occurring in the Orlando Urbanized Area.
- i) From time to time, surveys may be conducted to obtain a sample of public opinions on the transportation related issues affecting the Orlando Urbanized Area, and to help METROPLAN ORLANDO determine what goals and objectives to pursue in planning for the future development of the Orlando Urbanized Area's transportation system.
- j) Periodic newsletters on transportation issues may be published and distributed by METROPLAN ORLANDO.

- k) METROPLAN ORLANDO may provide various means for the public to obtain information regarding transportation planning activities. These means may include, but not be limited to, the Internet, published advertisements, TV and radio advertisements, participation at community expositions and events, public information videos, public service announcements, display boards in public buildings, and brochures.
- l) METROPLAN ORLANDO shall also coordinate with all local governments during the development and amending of their respective comprehensive plan traffic circulation and/or mass transit elements, and shall encourage local governments to present information and receive input on state and Federal transportation projects and programs.

IX. PROCEDURES FOR AMENDING THE LONG RANGE TRANSPORTATION PLAN AND THE TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

1. The process for amending the adopted Orlando Urbanized Area Long Range Transportation Plan is established as follows:
 - a) Amendments to the Long Range Transportation Plan may be requested for consideration by METROPLAN ORLANDO at any time.
 - b) Amendments shall be requested in writing and shall be addressed to the METROPLAN ORLANDO Executive Director.
 - c) Projects subject to the amendment request and review process:
 - (1) Any transportation project which involves a major improvement and funded either entirely or in part by Federal or State funds that are proposed to be added to or deleted from the adopted Long Range Transportation Plan shall be subject to the amendment request and review process.
 - (2) Any proposed transportation project that is of a new or prototype technology, and will impact the adopted Long Range Transportation Plan, shall be subject to the amendment request and review process.
 - (3) Any non-Federal or non-State funded proposed transportation project that has a major impact on the transportation system shall be reported to METROPLAN ORLANDO for addition into the Long Range Transportation Plan.
 - d) Who may submit an amendment request:
 - (1) Amendment requests may be initiated by either a government or quasi-government agency such as the State, a city or county or a transportation authority.
 - (2) Amendment requests originating from the private sector shall be sponsored by the local government of jurisdiction.
 - e) Who shall approve an amendment request:
 - (1) The Transportation Technical Committee shall review the requested amendment based upon a technical evaluation of its merit and shall make recommendations to METROPLAN ORLANDO.
 - (2) The Citizens' Advisory Committee shall review the requested amendment and shall make recommendations to METROPLAN ORLANDO.
 - (3) The Bicycle and Pedestrian Advisory Committee shall review the requested amendments that impact existing or proposed bicycle and pedestrian facilities and shall make recommendations to METROPLAN ORLANDO.
 - (4) The Municipal Advisory Committee shall review the requested amendment and shall make recommendations to METROPLAN ORLANDO.

- (5) The recommendations of either the Citizens' Advisory Committee and/or the Bicycle and Pedestrian Advisory Committee shall be reported to the Transportation Technical Committee.
 - (6) METROPLAN ORLANDO shall consider the recommendations of its subsidiary committees and shall exercise final approval or disapproval of the amendment request.
- f) Action upon submittal of an amendment request.
- (1) The Plans and Programs Subcommittee of the Transportation Technical Committee shall screen the amendment request to determine if there is a major impact upon the transportation system and if a detailed analysis of the project, as defined in the following paragraphs, is needed.
 - (2) Projects that have a total construction cost of less than \$4 million are to be considered a minor transportation improvement and a detailed analysis will not be required.
- g) If a detailed analysis is required, the amendment request shall describe the project and its location and shall include an analysis of the project impacts, as follows:
- (1) Traffic.
 - a. Current year and future year consistent with current adopted Long Range Transportation Plan.
 - b. Average daily traffic (ADT) and peak-hour.
 - c. Directional traffic load.
 - d. Level of Service and roadway capacity.
 - (2) Environmental and social impacts.
 - a. Minimal, moderate, or major impact on air quality.
 - b. Minimal, moderate, or major impact on wetlands displaced.
 - c. Minimal, moderate, or major impact on homes and businesses displaced.
 - d. Minimal, moderate, or major impact on public facilities.
 - (3) Compatibility with all applicable local comprehensive plans and programs.
 - a. Existing and future land use.
 - b. Capital Improvement Programs.
 - c. Traffic Circulation and Transit Elements.
 - (4) Compatibility with METROPLAN ORLANDO adopted Long Range Transportation Plan and ECFRPC Strategic Regional Plan.
 - (5) Financial impact.
 - a. Project capital cost subdivided according to preliminary engineering and design, right-of-way acquisition, and construction.
 - b. Identification of the funding source, time period and impact on other projects.
 - (6) Contribution to implementation of multi-modal transportation system.
 - a. Potential for inclusion of future transit facilities; such as, but not limited to, light rail transit and exclusive bus lanes.
 - b. Proximity to existing or proposed transit routes, transit centers and/or multi-modal facilities, and major activity centers.
 - c. Inclusion of transit passenger amenities.
 - d. Inclusion of bicycle and pedestrian facilities based on the following criteria:
 1. Expected facility usage.
 2. Contribution to regional bicycle and pedestrian systems.

3. Accident reduction.
4. Linkage with other transportation modes.
5. Improvement to school access.
6. Inclusion in adopted Growth Management Plans.

h) Process of Evaluation:

(1) The following checklist of evaluation criteria developed by METROPLAN ORLANDO will be utilized to evaluate each amendment request:

- a. Have the categories of information stipulated below been provided in sufficient detail?
 - (1) Traffic.
 - (2) Environmental and Social Impacts.
 - (3) Compatibility with Local Comprehensive Plans.
 - (4) Compatibility with ECFRPC Strategic Plan and METROPLAN ORLANDO currently adopted Long Range Transportation Plan.
 - (5) Financial Impact.
 - (6) Contribution to implementation of multi-modal transportation system.
 - b. Has an adequately-sized impact area been identified which includes the major arterials affected?
 - c. Has the applicant used officially adopted Levels of Service tables (FDOT) in preparing its report on traffic impacts?
 - d. Has the applicant assumed various transportation projects which may be of benefit to its project to be funded and constructed in the immediate time period when there may be no commitments for doing so?
 - e. Has the applicant used an acceptable method for measuring impacts to air quality?
 - f. Will the applicant prepare a mitigation plan for environmental (wetlands, etc.) impacts?
 - g. Has the applicant identified not only the project costs, but also the sources of funding?
 - h. Has the applicant provided evidence of funding commitments, both from itself and other parties if involved.
 - i. Does the project incorporate mobility improvements that address capacity or concurrency improvements?
 - j. If it is a transit project, is it compatible with the adopted Transit Development Plan or Regional Transit Systems Concept Plan?
 - k. Does the project add to the connectivity of the current transportation system, and/or enhance the movement toward a seamless transportation system?
- (2) Within 30 days of receipt of the amendment request, the Plans and Programs Subcommittee of the Transportation Technical Committee shall review the amendment request to determine if a detailed analysis is needed. Concurrently, the METROPLAN ORLANDO staff will review the request to determine if it contains sufficient information upon which to base an analysis of the project.
- a. If the METROPLAN ORLANDO staff finds that the amendment request contains insufficient information upon which to rule, the staff shall identify and request in writing from the applicant, prior to the expiration of the 30 day examination period, the additional information needed.

- b. If the METROPLAN ORLANDO staff finds that the amendment request contains sufficient information upon which to rule, the staff shall notify the applicant in writing that the amendment request has been accepted for review.
- (3) Upon determination that the amendment request contains sufficient information upon which to rule, the METROPLAN ORLANDO staff shall distribute the amendment request copies to all members of the METROPLAN ORLANDO Board and its subsidiary committees. The METROPLAN ORLANDO staff shall initiate a justification analysis of the amendment request three months prior to formal action being requested of the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee.
 - (4) The applicant and the METROPLAN ORLANDO staff will present the amendment request and the staff justification analysis findings to the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee, one month prior to the regularly scheduled meeting at which this committee will present its formal recommendations to METROPLAN ORLANDO. The applicant will be advised in writing by METROPLAN ORLANDO when the amendment request has been placed on the METROPLAN ORLANDO meeting agenda. The Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee shall present their formal recommendations to METROPLAN ORLANDO within three months from the date the applicant is notified that the amendment request has been accepted for review.
 - (5) The applicant and the METROPLAN ORLANDO staff also will present the amendment request and the staff justification analysis findings to METROPLAN ORLANDO, one month prior to the regularly scheduled meeting at which METROPLAN ORLANDO will take formal action on the amendment request, approving or disapproving the request. The applicant will be advised in writing by METROPLAN ORLANDO when the amendment request has been placed on the METROPLAN ORLANDO meeting agenda. METROPLAN ORLANDO shall exercise final approval or disapproval of the amendment request within three months from the date the applicant is notified that the amendment request has been accepted for review.
 - (6) Upon approval of the requested amendment, the METROPLAN ORLANDO staff will initiate appropriate network changes to the Long Range Transportation Plan.
- i) The process for amending the adopted Orlando Urban Area Transportation Improvement Program (TIP) is established as follows:
 - (1) When amendments may be requested:
 - (2) Amendments involving Federal and/or State funded projects may be accomplished at any time.
 - (3) Projects funded locally are included in the TIP for information purposes and may be amended at any time by the local government or transportation agency.
 - j) Amendments requesting additions, deletions or rescheduling must be requested in writing and shall be addressed to the METROPLAN ORLANDO Executive Director:
 - k) Project Requirements:
 - (1) If the amendment request involves a major improvement it must also be included as part of METROPLAN ORLANDO's adopted Long Range Transportation Plan

and an amendment to the Long Range Transportation Plan must be requested in accordance with this rule.

- (2) If the amendment request involves a Transportation Systems Management (TSM) improvement, it must have had a:
 - a. Traffic Study completed, if it is a turning lane project, or
 - b. Signal Warrant completed, if it is a signalization project.
 - (3) Amendment requests must include the project's location, description, the reason for its addition, deletion or rescheduling, source of funds and its impact on other projects.
- 1) Process for approval:
- (1) Upon receipt of an amendment request, the METROPLAN ORLANDO staff shall include the request on the agenda of the next regularly scheduled meeting of the Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee, Municipal Advisory Committee and the METROPLAN ORLANDO Board.
 - (2) The Transportation Technical Committee, Citizens' Advisory Committee, Bicycle and Pedestrian Advisory Committee and Municipal Advisory Committee shall review the requested amendment at their next regularly scheduled meeting and shall recommend approval or disapproval to METROPLAN ORLANDO.
 - (3) Upon METROPLAN ORLANDO approval of requested amendments involving highway transportation projects, the METROPLAN ORLANDO staff will send copies of the METROPLAN ORLANDO action to FDOT for submittal to the Florida Department of Community Affairs (DCA) and the Federal Highway Administration (FHWA).
 - (4) Upon METROPLAN ORLANDO Board approval of requested amendments involving mass transit projects, the METROPLAN ORLANDO staff will send copies of the METROPLAN ORLANDO action to FDOT for submittal to the Florida Department of Community Affairs and the Federal Transit Administration (FTA).
 - (5) Upon METROPLAN ORLANDO approval of requested amendments involving mass transit projects, the METROPLAN ORLANDO staff will send copies of the METROPLAN ORLANDO action directly to all private providers of transportation in the Central Florida area who have requested to be placed on the mailing list for such copies.

X. PROCEDURES FOR REVISING ORLANDO URBAN AREA BOUNDARY

1. The process for revising the Orlando Urban Area boundary is established as follows:
 - a) When revisions may be requested:
 - (1) METROPLAN ORLANDO may consider revisions to its urban area boundary during the 10 year interim period between each decennial census taken by the Federal Bureau of Census in order to include areas anticipated to become medium and high density residential developments within the 10 year period.
 - (2) METROPLAN ORLANDO will consider requests for revision of an established urban area boundary for comprehensive plan purposes only.
 - b) Who may submit a request for revision:
 - (1) Requests for revisions to the urban area boundary may only be initiated by the local government having primary jurisdiction over the area to be added to or deleted from the urban area boundary.
 - (2) The request for revision must have the endorsement of all other local governments within the area to be added to or deleted from the urban boundary prior to submittal to METROPLAN ORLANDO.
 - c) Revisions shall be requested in writing and shall be addressed to the METROPLAN ORLANDO Executive Director.
 - d) Process for approval of a request for revision:
 - (1) Upon receipt of a requested revision, the METROPLAN ORLANDO staff shall include the request on the agenda of the next regularly scheduled meeting of the Transportation Technical Committee (TTC) and METROPLAN ORLANDO.
 - (2) The TTC shall review the requested revision at its next regularly scheduled meeting and shall recommend the approval or disapproval to METROPLAN ORLANDO based upon a technical evaluation of its merit.
 - (3) METROPLAN ORLANDO shall consider the recommendation of TTC and shall exercise final approval or disapproval of the requested revision.
 - (4) Upon METROPLAN ORLANDO approval of the requested revision, the METROPLAN ORLANDO staff will send copies to the Florida Department of Transportation (FDOT) and the Federal Highway Administration (FHWA).
 - (5) Upon FDOT and FHWA approval of the requested revision, the FDOT and FHWA shall prepare a revised urban boundary map in Mylar original for signature by the METROPLAN ORLANDO Chairman.
2. The urban boundary of the Orlando Urbanized Area may be revised to include the following types of land area:
 - a) Territory that is made up of one or more contiguous census blocks having a population density of at least 1,000 persons per square mile and that is either:
 - (1) Contiguous and directly connected by road to the existing urban area;
 - (2) Non-contiguous with the existing urban area boundary but is within 1 1/2 road miles of the existing urban boundary and connected to it by one or more census blocks that are adjacent to the connecting road. The combination of these intervening census blocks with the census blocks within the territory to be added to the existing urban boundary must have an average total population density of at least 500 persons per square mile; or
 - (3) Territory meeting the population density criterion but that is non-contiguous with the existing urban area boundary by reason of being separated by water or undevelopable territory. It must, however, be within five (5) road miles of the urban area boundary, those five (5) miles including no more than 1-1/2 miles of developable territory.

- b) The term “undevelopable territory is defined by the U.S. Census as including only mud flats, marshlands, steep slopes, and other terrain on which development is virtually impossible because of physical limitations. To be classified as undevelopable, the territory must not contain any existing housing or commercial structures. Military installations, parks, and forest preserves shown on the Census Bureau’s maps at the time of the decennial or special census also may be classified as undevelopable territory. The land use zoning of an area is not considered when applying this criterion.
 - c) Territory that has a population density of less than 1,000 persons per square mile provided that it either:
 - (1) Eliminates an enclave of no more than five (5) square miles in the territory surrounding it when that surrounding territory qualifies for inclusion within the urban boundary on the basis of population density (i.e., the surrounding territory would have in excess of 1,000 persons per square mile), or:
 - (2) Closes or eliminates an indentation in the urban boundary created when the contiguous territory around it qualifies on the basis of population density (i.e., 1,000 persons per square mile). However, the indentation must:
 - a. Measure no more than one (1) mile across the open end,
 - b. Have a depth at least two times greater than the distance across the open end, and
 - c. Encompass no more than five (5) square miles.
3. The local government initiating the revisions to the urban area boundary shall provide the following information to METROPLAN ORLANDO and the Transportation Technical Committee:
- a) Physical Description:
 - (1) Size of the revision area in square miles.
 - (2) Identification of the revision area boundary, generally roads, power line easements, or other easily recognizable physical features.
 - b) Demographic Characteristics:
 - (1) Population within the revision area, both permanent and temporary, and a determination whether the population density of the revision area is greater or less than the current urban area as a whole.
 - (2) Identification of the employment base size within the revision area.
 - c) Transportation System Characteristics:
 - (1) Lane miles of functional classification changes and federal system changes specified in section 6 below and identified by specific links.
 - (2) Identification of changes by specific links in Levels of Service ratings as a result of reclassification.
 - (3) Identification of existing peak-hour and daily traffic volumes on the road links.
 - (4) A comparison of the peak-hour to daily traffic volumes and a determination if they fall within the FDOT “K” factor utilized for that category of urban road facility.
 - d) Financial Considerations:
 - (1) Identification of the effect that an urban boundary expansion will have on current federal aid funds.
 - (2) Identification of the effect that an urban boundary expansion will have on current Federal Transit Act (FTA) Section 5303 and 5307 funds (because of reduced overall population density).
 - e) Other Considerations:

- (1) Identify existing “planned” (within adopted Long Range Transportation Plan) and “programmed” (within current Transportation Improvement Program) transportation facility improvements.
 - (2) Identify if a change to existing road improvement priorities is proposed as a result of the urban boundary revisions.
4. Territory that contains a large concentration of non-residential urban land use, such as an industrial park, office complex, or major airport, may not be used solely as justification for a requested revision to the urban area boundary unless the territory also will qualify under paragraph (2)(a) or (2)(b) above.
5. Urbanized Areas, as defined by the U.S. Census, is incorporated by reference herein.
6. Revising the urban area boundary also affects the categorization of road systems. When the urban area boundary is expanded, the following changes are mandatory to the highway system as it is presently categorized:
 - a) Functional classification changes.
 - (1) Rural Minor and Rural Principal Arterials become Urban Minor and Urban Principal Arterials respectively.
 - (2) Minor and Major Collectors become Urban Collectors.
 - b) Federal system changes.
 - (1) Rural Federal Aid Interstate and Rural Federal Aid Primary become Urban Federal Aid Interstate and Urban Federal Aid Primary respectively.
 - (2) Federal Aid Secondary becomes Federal Aid Urban.

EXHIBIT II

CHAPTER 29F-3 — REGIONAL DISPUTE RESOLUTION PROCESS

29F-3.101	Purpose.
29F-3.102	Definitions.
29F-3.103	Participation.
29F-3.104	Costs.
29F-3.105	Timeframes.
29F-3.106	Public Notice, Records and Confidentiality.
29F-3.107	Pre-Initiation Meeting.
29F-3.108	Situation Assessment.
29F-3.109	Initiation of the Process by Jurisdictions.
29F-3.110	Requests to Initiate Submitted by Others.
29F-3.111	Settlement Meetings.
29F-3.112	Mediation.
29F-3.113	Advisory Decision-Making.
29F-3.114	Settlement Agreements and Reports.
29F-3.115	Other Existing Dispute Resolution Processes.

29F-3.101 — Purpose.

- (1) The purpose of this rule is to establish a voluntary regional dispute resolution process (RDRP) to reconcile differences on planning, growth management and other issues among local governments, regional agencies and private interests. The process consists of two required components: (a) process initiation (initiation and response letters); and (b) settlement meetings; and four optional components: (a) pre-initiation meeting; (b) situation assessments; (c) mediation; or (d) advisory decision-making.
- (2) The RDRP's intent is to provide a flexible process that will: clearly identify and resolve problems as early as possible; utilize the procedures in a low-to-high cost sequence; allow flexibility in the order in which the procedures are used; provide for the appropriate involvement of affected and responsible parties; and provide as much process certainty as possible.
- (3) The RDRP may be used to resolve disputes involving extra-jurisdictional impacts arising from: the intergovernmental coordination elements of local comprehensive plans required by s. 163.3177, F.S.; inconsistencies between port master plans and local comprehensive plans; the siting of community residential homes required by s. 419.001(5), F.S.; and any other matters covered by statutes that reference the RDRP.
- (4) The RDRP shall not be used to address disputes involving environmental permits or other regulatory matters unless all the parties involved agree to initiate use of the RDRP.
- (5) Use of the RDRP shall not alter a jurisdiction's, organization's, group's or individual's right to judicial or administrative determination of any issue if that entity is entitled to such a determination under statutory or common law.
- (6) Participation in the RDRP as a named party or in any other capacity does not convey or limit intervenor status or standing in any judicial or administrative proceedings.
- (7) The RDRP does not supplant local processes established for resolving intra-jurisdictional disputes and is not intended to be used by parties dissatisfied with the appropriate application of local rules and regulations within their jurisdiction.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.102 — Definitions.

- (1) "Situation Assessment" is a procedure of information collection or "fact finding" that may involve review of documents, interviews or an assessment meeting leading to a written or verbal report identifying: the issues in dispute; the stakeholders; information needed before a decision can be made; and a recommendation for appropriate dispute resolution procedures.
- (2) "Pre-Initiation Meeting" is an informal conference with the RPC staff in order to ascertain whether the likely dispute is appropriate for the RDRP.
- (3) "Facilitation" is a procedure in which the facilitator helps the parties design and follow a meeting agenda and assists parties to communicate more effectively throughout the process. The facilitator has no authority to make or recommend a decision.
- (4) "Mediation" is a procedure in which a neutral person assists disputing parties in a negotiation process to explore their interests, develop and evaluate options, and reach a mutually acceptable agreement without prescribing a resolution. A mediator may take more control of the process than a facilitator and usually works in more complex cases where a dispute is more clearly defined.
- (5) "Advisory Decision-Making" is a procedure aimed at enhancing the effectiveness of negotiations and helping parties more realistically evaluate their negotiation positions. This procedure may include fact-finding, neutral evaluation, or advisory arbitration, or any combination of these in which a neutral party or panel listens to the facts and arguments presented by the parties and renders a non-binding advisory decision.
- (6) Jurisdiction is any local or regional public agency, including a special district, authority or school board.
- (7) "Named Party" shall be any jurisdiction, public or private organization, group or individual who is named in an initiation letter, including the initiating jurisdiction, or is admitted by the named parties to participate in settlement of a dispute pursuant to 29F-3.103. Being a "named party" in the RDRP does not convey or limit standing in any judicial or administrative proceeding.
- (8) "Representative" is an authorized agent who is given guidance by a named party to represent the named party in an RDRP case. Section 29F-3.103(5) sets forth the designation process.
- (9) "Initiation Letter" is a letter from a jurisdiction formally identifying a dispute and asking named parties to engage in this process to resolve the dispute, and, at a minimum, attend the initial settlement meeting. Section 29F-3.110 specifies what must be included in an initiation letter.
- (10) "Response Letter" formally notifies the initiator and other named parties that a party is willing to participate in the RDRP and, at a minimum, attend at least one settlement meeting.
- (11) "Settlement Agreements" are voluntarily approved by the individual or governing body authorized to bind the named party. Agreements shall take the form of memorandums of understanding, contracts, interlocal agreements or other forms mutually agreed to by the signatory parties or as required by law. A settlement may be agreed to by some or all of the named parties.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.103 — Participation.

- (1) Named parties shall automatically be allowed to participate. Other jurisdictions, public or private organizations, groups, or individuals suggested by named parties in response letters or during RDRP meetings or submitting a petition to participate, may become named parties if agreed to by a two-thirds majority of the participating named parties, except as provided for in 29F-3.103(2). Fee allocation agreements will be amended as appropriate.
- (2) All initiation and response letters made in accordance with intergovernmental coordination elements (ICE) of local government comprehensive plans shall only list affected jurisdictions as named parties. The named parties may at the initial settlement meeting or at subsequent RDRP meetings add public or private named parties by mutual agreement of all the current named parties.

- (3) Named parties who do not respond within 21 calendar days of receipt of the initiation letter may not participate in the RDRP unless they submit a petition for participation.
- (4) Jurisdictions, public or private organizations, groups or individuals seeking to become named parties shall submit to the East Central Florida Regional Planning Council (RPC) staff a written petition to participate, including reasons for the request. Such jurisdictions, public or private organizations, groups, or individuals shall become named parties if agreed to by a two-thirds majority of the named party, prior to or during RDRP meetings.
- (5) Each of the jurisdictions, organizations, groups or individuals participating as named parties in this process shall designate a representative, in writing, or be represented by the chief executive officer. Such a representative shall have authority to act, subject to such qualifications imposed by the party as the representative may advise all other named parties in advance, and the responsibility for representing that party's interest in this process and for maintaining communications with that party throughout the process. Jurisdictions are encouraged to designate a representative to participate in the RDRP in advance of initiating or receiving a request.
- (6) Any named party may invite individuals or organizations to attend meetings under this process who can provide information and technical assistance useful in the resolution of the dispute. The parties, by agreement, or the presiding neutral shall determine when and under what circumstances such invited parties may provide input.
- (7) All communications by a named party called for in this process shall be submitted to all other named parties and the RPC staff in writing.
- (8) All named parties who agree to participate in this process commit to a good faith effort to resolve problems or disputes.
- (9) Any named party may withdraw from participation in the RDRP at any time upon written notice to all other named parties and the RPC staff.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.104 — Costs.

- (1) The RPC shall be compensated for situation assessments, facilitation of settlement meetings, mediation, technical assistance and other staff services based on reasonable actual costs. Outside professional neutrals shall be compensated at their standard rate or as negotiated by the parties.
- (2) The costs of administration, settlement meetings, mediation or advisory arbitration shall be split equally between the parties unless the parties mutually agree to a different allocation. The agreed upon cost allocation shall be documented in a written fee agreement.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.105 — Timeframes.

- (1) The initial meeting of the participating parties shall be scheduled and held within 30 days of the date of receipt of the last response letter or conclusion of the 21 calendar day response period referenced in 29F-3.103(3), whichever occurs first.
- (2) Additional settlement meetings, mediation or advisory decision-making shall be completed within forty-five (45) days of the date of the conclusion of the initial settlement meeting.
- (3) Excepting the 30-day period for the initial meeting, all time frames specified or agreed to in this process may be shortened or extended by mutual agreement of the named parties.
- (4) Where necessary to allow this process to be effectively carried out, named parties should address deferring or seeking stays of judicial or administrative proceedings.

(5) The participating parties may, by agreement, utilize procedures in the RDRP in any order.
Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.106 — Public Notice, Records and Confidentiality.

- (1) Named parties should consider appropriate opportunities for public input at each step in this process, such as allowing the submittal of written or verbal comments on issues, alternative solutions and impacts of proposed agreements.
- (2) Applicable public notice, public records, and public meeting requirements shall be observed as required by Chapters 119 and 120 or other applicable Florida Statutes.
- (3) Participants in these procedures agree by their participation that no comments, meeting records, or written or verbal offers of settlement shall be entered by them as evidence in a subsequent judicial or administrative action.
- (4) To the extent permitted by law, mediation under this process will be governed by the confidentiality provisions of applicable laws, which may include Chapter 44, F.S.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.107 — Pre-Initiation Meeting.

A jurisdiction, organization, group or individual contemplating initiation of this process may request an informal pre-initiation meeting with the RPC staff in order to ascertain whether the potential dispute would be appropriate for this process.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.108 — Situation Assessment.

- (1) A jurisdiction, organization, group or individual may request that the RPC staff or other neutral perform a situation assessment at any time, before or after initiation of the process.
- (2) The situation assessment may involve examination of documents, interviews assessment meetings or any combination of these and shall recommend issues to be addressed, parties that may participate, appropriate resolution procedures and a proposed schedule.

Specific Authority 186.505 FS.
Law Implemented 186.509 FS.
History — New 12-8-99.

29F-3.109 — Initiation of the Process by Jurisdictions.

- (1) This process is initiated by an initiation letter from the representative of the governing body of a jurisdiction, other than the regional planning council, to the named parties as provided for in 29F-3.103 and to the RPC staff. The initiation letter must be accompanied by a resolution of the governing body authorizing initiation or by a copy of a written authorization of a representative to initiate requests to use the RDRP.
- (2) Such an initiation letter shall identify: the issues to be discussed; named parties to be involved in the RDRP; the initiating party's representative and others who will attend; and a brief history of the dispute, indicating why it is appropriate for this process.
- (3) Named parties shall send a response letter to the RPC staff and all other named parties confirming their willingness to participate in a settlement meeting within twenty-one (21) calendar days of receiving the

initiation letter. This response shall include any additional issues and potential named parties the respondent wishes considered, as well as a brief history of the dispute and description of the situation from the respondent's point of view.

- (4) Upon receipt of a request, the RPC staff shall assess its interest in the case. If the RPC is a named party or sees itself as a potential party, it shall notify the named parties of the nature of its interest and ascertain whether the parties desire an outside facilitator for the initial settlement meeting.
- (5) In instances where the RPC is not a named or potential party, it may, upon its own initiative, recommend that a potential dispute is suitable for this process and transmit its recommendation to potential parties, who may, at their discretion, choose to initiate the RDRP.
- (6) The RPC staff shall schedule a meeting at the most convenient time within the thirty (30) day period provided for in 29F-3.105(1).
- (7) In the event that a dispute involves jurisdictions under two or more regional planning councils, the process adopted by the region of the initiating jurisdiction shall govern, unless the named parties agree otherwise.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.110 — Requests to Initiate Submitted by Others.

- (1) Private interests may ask any jurisdiction to initiate the process.
- (2) Any public or private organization, group or individual may request that the RPC recommend use of this process to address a potential dispute pertaining to a development proposal that would have an impact on an adjacent local government or identified state or regional resources or facilities, in accordance with 29F-3.109(5). Such a request shall be submitted in writing and shall include the information required for an initiation letter in 29F-3.109(2).
- (3) After reviewing the information submitted by, and consulting with, the requesting organization, group or individual, the RPC staff will conduct a situation assessment and respond in writing. The situation assessment shall involve an informal review of provided documents and other information, interviews or meetings as necessary to determine the issues in dispute, the stakeholders, additional information which is needed to reach a decision and an opinion of whether the dispute meets the intent and purpose of the RDRP, as stated in 29F-3.101.
- (4) If the RPC staff determines, through the situation assessment, that the potential dispute is suitable for the process, it shall transmit that determination in writing to the potential parties, as agreed upon by the RPC and the requester. If determined to be suitable for the process, the written determination shall include a recommendation that one or more of the jurisdictions among the potential parties initiate the process. The RPC may also suggest that other processes be used. Any party may request that the staff's determination of the suitability of the dispute for this process be reviewed by the governing board of the RPC at its next regularly scheduled meeting. Such requests must be made in writing and delivered to the Executive Director of the RPC within 15 days of the date of the staff's written determination. In making its decision, the governing board shall consider the situation assessment report, and other information which may be presented, for conformity with the criteria and intent of this chapter.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.111 — Settlement Meetings.

- (1) Settlement meetings shall, at a minimum, be attended by the named parties' representatives designated pursuant to Section 29F-3.103(3).
- (2) Settlement meetings shall be facilitated by an RPC staff member or other neutral facilitator acceptable to the parties and shall be held at a time and place acceptable to the parties.

- (3) At the settlement meeting, the parties shall: consider adding named parties, consider guidelines for participation, identify the issues to be addressed, present their concerns and constraints, explore options for a solution and seek agreement.
- (4) The parties shall submit a settlement meeting report in accordance with 29F-3.115(4) of this process.
- (5) If an agreed-upon settlement meeting is not held or a settlement meeting produces no agreement to proceed to additional settlement meetings, mediation or advisory decision-making, any party who has agreed to participate in this procedure may withdraw and, if so inclined, proceed to a joint meeting of governing bodies pursuant to Chapter 164, F.S., litigation, administrative hearing or arbitration as appropriate.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.112 — Mediation.

- (1) If two or more named parties submit a request for mediation to the RPC, the RPC shall assist them to select and retain a mediator or the named parties may request that the RPC select a mediator.
- (2) All disputes shall be mediated by a mediator who understands Florida growth management issues, has mediation experience and is acceptable to the parties. Parties may consider mediators who are on the Florida Growth Management Conflict Resolution Consortium rosters or any other mutually acceptable mediator. Mediators shall be guided by the Standards of Professional Conduct, Florida Rules of Civil Procedure, Rule 10, Part 11, Section 020-150.
- (3) The parties shall submit a mediation report in accordance with 29F-3.115(4).

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.113 — Advisory Decision-Making.

- (1) If two or more of the named parties submit a request for advisory decision-making to the RPC, the RPC shall assist the parties to select and retain an appropriate neutral, or the parties may request that the RPC make the selection.
- (2) All disputes shall be handled by a neutral who understands Florida growth management issues, has appropriate experience and is acceptable to the parties.
- (3) The parties shall submit an advisory decision-making report in accordance with 29F-3.115(4).

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.114 — Settlement Agreements and Reports.

- (1) The form of all settlements reached through this process shall be determined by the named parties. The following are examples of acceptable formats for presenting the settlement: interlocal agreements, concurrent resolutions, memoranda of understanding, plan amendments, deed restrictions.
- (2) Agreements may be reached by two or more parties even if all of the named parties do not agree or do not sign a formal agreement.
- (3) After settlement meetings, mediation or advisory decision-making under this process, the named parties shall submit a joint report to the RPC staff which shall, at a minimum include:
 - (a) identification of the issues discussed and copies of any agreements reached;
 - (b) a list of potentially affected or involved jurisdictions, organizations, groups or individuals (including those which may not be named parties);
 - (c) a description of agreed upon next steps, if any, including measures for implementing agreements reached;

- (d) a time frame for starting and ending informal negotiations, additional settlement meetings, mediation, advisory decision-making, joint meetings of elected bodies, administrative hearings or litigation;
- (e) any additional RPC assistance requested;
- (f) a written fee allocation agreement to cover the costs of agreed upon RDRP procedures. The report shall include all material any named party wishes to include.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

29F-3.115 — Other Existing Dispute Resolution Processes.

- (1) The RDRP is a voluntary opportunity for parties to negotiate a mutual agreement. It may be used before, in parallel with or after judicial or administrative proceedings.
- (2) When appropriate, parties may obtain a stay of judicial or administrative proceedings to provide time for RDRP negotiations.
- (3) Use of the RDRP shall not alter a jurisdiction's, organization's, group's or individual's right to judicial or administrative determination of any issue if that person is entitled to such a determination under statutory or common law.
- (4) Participation in the RDRP as a named party or in any other way does not convey or limit intervenor status or standing in any judicial or administrative proceedings.
- (5) In addition to the RDRP 186.509, F.S., parties may consider the applicability of other resolution processes which exist within Florida Statutes including: Intergovernmental Coordination Element, Section 163.3177(h)(1) & (2), F.S.; Port Master Plans, Section 163.3178, F.S.; Community Residential Homes, Section 419.001(5), F.S.; Cross Acceptance Negotiation Process, Section 186.505(22), F.S.; Location of Spoil Sites, Section 380.32(14), F.S.; Termination of the Development of Regional Impact Program, Section 380.27, F.S.; Administration Procedures Act, Chapter 120, F.S.; Florida Governmental Cooperation Act, Chapter 164, F.S.; Mediation Alternatives to Judicial Action, Chapter 44, F.S.

Specific Authority 186.505 FS.

Law Implemented 186.509 FS.

History — New 12-8-99.

ATTACHMENT 4

Budget Amendment Package #1 2010

East Central Florida Regional Planning Council

Budget Amendment #1 for FY 2010

Page 1 adds the new contracts we received during the year. The original budget had listed \$395,000 in speculative contracts. We had \$459,374 in new contracts.

Page 2 shifts the expenditure amount for the line items to reflect our actual expenses for the year. There is no change to the total of \$2,026,129.

Page 3 shows which line items were increased or decreased by categories of Personnel, Operating Expenses, and External Expenses.

Page 4 is the September 2010 Fiscal Budget VS Actual Expenses monthly financial report updated with the changes in the budget amendment #1.

East Central Florida Regional Planning Council

Page 1 ECFRPC FY 2010 Revenues Amendment #1

		Amendment #1 FY2010		C Adopted FY 2010		
1		Line Item	Totals	Line Item	Totals	Difference
3	Federal Revenues					
4	DCA /DEM(HMEP)	\$ 60,000		\$ 60,000		0
5	RDSTF	\$ 15,000		\$ 75,000		\$ (60,000)
6	Evacuation Study Program	\$ 30,612				\$ 30,612
7	UASI RFP	\$ 4,500				\$ 4,500
8	UASI Training Grant	\$ 210,000				\$ 210,000
9	US EDA/CEDS 01/07 - 01/10	\$ 62,000		\$ 66,000		\$ (4,000)
10	TIC Plan	\$ 24,605				\$ 24,605
11	State TEP 2010-2012 Update	\$ 15,000				\$ 15,000
12	State TEP 2011-2013 Update	\$ 2,015				\$ 2,015
13	Camp Blanding exercise	\$ 5,010				\$ 5,010
14	COML Training	\$ 8,000				\$ 8,000
15	EDICS Training	\$ 8,500				\$ 8,500
16	State TEP 2011-2013	\$ 5,060				\$ 5,060
17	HSEEP Training Materials	\$ 1,500				\$ 1,500
18	HSEEP Jacksonville	\$ 4,100				\$ 4,100
19	HSEEP Fall 2010	\$ 1,300				\$ 1,300
20	Reg Interoperable Communication Exercise	\$ 600				\$ 600
21	RPC Emergency Mgmt Workshop	\$ 1,760				\$ 1,760
22	Total Federal Revenues		\$ 459,562		\$ 201,000	\$ 258,562
23	State Revenues					
24	DCA (General Revenue) 07/01/09-06/30/10	\$ 285,000		\$ 285,000		\$ -
25	DCA (General Revenue) 07/01/10-09/30/10	\$ 97,562				\$ 97,562
26	DCA/ DEM (LEPC Staff Support)	\$ 39,050		\$ 41,000		\$ (1,950)
27	FDOT (GIS Coordination)	\$ 36,000		\$ 10,000		\$ 26,000
28	FDOT SR50 analysis	\$ 23,000				\$ 23,000
29	Total State Revenues		\$ 480,612		\$ 336,000	\$ 144,612
30	Local Revenues					
31	Member Assessments @ \$0.19 for 2010*	\$ 579,208		\$ 579,208		\$ -
32	DRI Fees - (estimated)	\$ 140,000		\$ 180,000		\$ (40,000)
33	Seminole County 17/92	\$ 99,100				\$ 99,100
34	Cape Canaveral (completion in FY 10)	\$ -		\$ 8,000		\$ (8,000)
35	Palm Bay Sign Code	\$ 6,000				\$ 6,000
36	REMI Seminole County Public Schools	\$ 5,000				\$ 5,000
37	Winter Park TTX	\$ 2,500				\$ 2,500
38	Rollins College	\$ 5,000				\$ 5,000
39	Interest	\$ 4,500		\$ 18,000		\$ (13,500)
40	Sales (Publications/GIS Maps)	\$ 1,000		\$ 1,000		\$ -
41	Pension Fund Forfeitures					
42	Total Projected Local Revenues		\$ 842,308		\$ 786,208	\$ 56,100
43	Likely Speculative Contract Revenue				\$ 395,000	
44	Total Prospective Revenues		\$ 1,782,482		\$ 1,718,208	\$ 459,274
45						
46	Total Projected Expenditures		\$ 2,026,129		\$ 2,026,129	
47						
48	Reserves (Needed to balance Budget)		243,647		307,921	
49						

Page 2 ECFRPC FY 2010 Proposed Expenditures Budget					Amendment #1			
1	A	B		C		Difference		
		Amendment #1 2010		Adopted 2010				
2		Items	Totals	Items	Totals			
3	Personnel							
4	Salaries & Wages-full time (2010)	\$	901,674	\$	806,120	\$ 95,754		
5	Paid leave	\$	25,000	\$	25,000	*included in total \$ -		
6	Part time salaries	\$	20,800	\$	20,800	\$ -		
7	Fringe Benefits	\$	300,000	\$	300,000	\$ -		
8			\$	1,247,674		\$		
9					\$	1,151,920	\$ 95,754	
10	Casual Labor (secretarial temps)	\$	2,000	\$	2,000	\$ -		
11	Contract labor- SRPP and contracts	\$	345	\$	83,645	\$ (83,300)		
12	Outside Services - Computers	\$	12,000	\$	24,000	\$ (12,000)		
13	Interns	\$	30,000	\$	30,000	\$ -		
14	Unemployment	\$	3,500	\$	3,500	\$ -		
15	Total Contract and Unemployment	\$	47,845	\$	143,145	\$ (95,300)		
16	Total Personnel		\$	1,295,519		\$	1,295,065	\$ 454
17	A	B	C	B	C			
18		Amendment #1 2010		Adopted 2010				
19	Operating Expenses	Items	Totals	Items	Totals	Difference		
20	Office Administration							
21	Insurance	\$	14,000	\$	14,000	\$ -		
22	Pension Fund Management Fee	\$	930	\$	900	\$ 30		
23	Total Office Administration		\$	14,930		\$	14,900	\$ 30
24	Office Operations							
25	Advertising/Regional Promotion	\$	100	\$	4,000	\$ (3,900)		
26	Cleaning/Pest Control Services	\$	0	\$	0	\$ -		
27	Computer Operations (General)	\$	23,000	\$	29,664	\$ (6,664)		
28	Electric Utility	\$	0	\$	0	\$ -		
29	Copy costs/Graphics/Printing	\$	28,000	\$	30,000	\$ (2,000)		
30	Library/Subscriptions/Legal Ads	\$	6,500	\$	3,000	\$ 3,500		
31	Meeting Expenses	\$	11,000	\$	10,000	\$ 1,000		
32	Office Supplies	\$	9,000	\$	12,000	\$ (3,000)		
33	Postage	\$	5,000	\$	12,000	\$ (7,000)		
34	Professional & Agency Dues	\$	26,500	\$	26,000	\$ 500		
35	Rent	\$	120,200	\$	119,000	\$ 1,200		
36	Office Maintenance	\$	2,000	\$	2,000	\$ -		
37	Sales and Lease Taxes	\$	400	\$	400	\$ -		
38	Storage - Off Site Records	\$	1,750	\$	1,600	\$ 150		
39	Telephone Communications	\$	7,000	\$	8,000	\$ (1,000)		
40	Total Office Operations		\$	240,450		\$	257,664	\$ (17,214)
41	Equipment							
42	Equipment (General)	\$	12,000	\$	22,000	\$ (10,000)		
43	Equipment Maintenance/Rental	\$	1,500	\$	1,500	\$ -		
44	Equipment Use Charge	\$	20,000	\$	12,000	\$ 8,000		
45	Total Equipment		\$	33,500		\$	35,500	\$ (2,000)
46	Staff Support							
47	Staff Training	\$	10,000	\$	9,000	\$ 1,000		
48	Staff Travel/Sustenance	\$	27,050	\$	24,000	\$ 3,050		
49	Recruiting	\$	-	\$	4,000	\$ (4,000)		
50	Total Staff Support		\$	37,050		\$	37,000	\$ 50
51	Board Support							
52	Inter-Regional Board Relations	\$	500	\$	3,500	\$ (3,000)		
53	Total Board Support		\$	500		\$	3,500	\$ (3,000)
54	Contingencies							
55	Contingencies	\$	-	\$	-	\$ -		
56	Total Contingencies		\$	-		\$	-	\$ -
57	Total Operating Expenses		\$	1,621,949		\$	1,643,629	\$ (21,680)
58	A	B	C	B	C			
59		Amendment #1 2010		Adopted 2010				
60	External Expenses	Items	Totals	Items	Totals	Difference		
61	Professional Services							
62	Annual Audit/Audit Preparation	\$	23,000	\$	17,000	\$ 6,000		
63	Legal Counsel	\$	44,000	\$	44,000	\$ -		
64	S. Bitar VISA Sponsorship	\$	4,000	\$	4,000	\$ -		
65	Consultants (DRI)	\$	30,000	\$	64,000	\$ (34,000)		
66	Consultants (SRPP)	\$	-	\$	15,000	\$ (15,000)		
67	Consultant (Cape Canaveral)	\$	300	\$	0	\$ 300		
68	Consultants (UASI)	\$	160,000	\$	164,000	\$ (4,000)		
69	Consultants CFGIS/LRTP tool	\$	-	\$	10,000	\$ (10,000)		
70	Consultants (UF/LRTP)	\$	0	\$	-	\$ -		
71	Consultants (TIC Plan)	\$	5,400	\$	-	\$ 5,400		
72	Consultants (SUNRAIL HUD Grant Appl)	\$	29,000	\$	-	\$ 29,000		
73	Total Professional Services		\$	295,700		\$	318,000	\$ (22,300)
74	Project Expenses							
75	GIS Coordination	\$	3,000	\$	3,000	\$ -		
76	GIS Data Collection	\$	1,500	\$	1,500	\$ -		
77	CFGIS Website Maintenance	\$	11,380	\$	-	\$ 11,380		
78	HMEP Training	\$	41,000	\$	40,000	\$ 1,000		
79	Overtime/Backfill reimbursement	\$	31,000	\$	-	\$ 31,000		
80	REMI Maintenance	\$	20,600	\$	20,000	\$ 600		
81	Total Project Expenses		\$	108,480		\$	64,500	\$ 43,980
82	Total External Expenses		\$	404,180		\$	382,500	\$ 21,680
83	Total Expenditures		\$	2,026,129		\$	2,026,129	\$ -

East Central Florida Regional Planning Council
 FY 2010 Budget Amendment #1

		Budget	Amendment #1	Change
Personnel				
Increase:	Salaries & Wages-full time	806,120	901,874	95,754
Decrease:	Contract labor-SRPP and contracts	83,645	345	-83,300
	Outside Services - Computers	<u>24,000</u>	<u>12,000</u>	<u>-12,000</u>
		107,645	12,345	-95,300
	Total Personnel	913,765	914,219	454
Operating Expenses				
Increase:	Pension Fund Management Fee	900	930	30
	Library/Subscriptions/Legal Ads	3,000	6,500	3,500
	Meeting Expenses	10,000	11,000	1,000
	Professional & agency Dues	26,000	26,500	500
	Rent	119,000	120,200	1,200
	Storage-Off Site records	1,600	1,750	150
	Equipment Use Charge	12,000	20,000	8,000
	Staff Training	9,000	10,000	1,000
	Staff Travel	<u>24,000</u>	<u>27,050</u>	<u>3,050</u>
		205,500	223,930	18,430
Decrease:	Advertising/Regional Promotion	4,000	100	-3,900
	Computer Operations	29,664	23,000	-6,664
	Copy costs/Graphics/Printing	30,000	28,000	-2,000
	Office Supplies	12,000	9,000	-3,000
	Postage	12,000	5,000	-7,000
	Telephone Communications	8,000	7,000	-1,000
	Equipment	22,000	12,000	-10,000
	Recruiting	4,000	0	-4,000
	Broad Member Travel	<u>3,500</u>	<u>500</u>	<u>-3,000</u>
		125,164	84,600	-40,564
	Total Operating Expenses	330,664	308,530	-22,134
External Expenses				
Increase:	Annual Audit/Audit Preparation	17,000	23,000	6,000
	Consultants (Cape Canaveral)	0	300	300
	Consultants (TIC Plan)	0	5,400	5,400
	Consultants (SUNRAIL HUD Grant Appl)	0	29,000	29,000
	CFGIS Website Maintenance	0	11,380	11,380
	HMEP Training	40,000	41,000	1,000
	Overtime/Backfill Reimbursement	0	31,000	31,000
	REMI Maintenance	<u>20,000</u>	<u>20,600</u>	<u>600</u>
		77,000	161,680	84,680
Decrease:	Consultants (DRI)	64,000	30,000	-34,000
	Consultants (SRPP)	15,000	0	-15,000
	Consultants (UASI)	164,000	160,000	-4,000
	Consultants CFGIS/LRTP tool	<u>10,000</u>	<u>0</u>	<u>-10,000</u>
		253,000	190,000	-63,000
	Total External Expenses	330,000	351,680	21,680
	Total	1,574,429	1,574,429	0

	Budget	8/31/2010	Actual	Current	Under (Over)	100.0%
		Year to Date	September	Year to Date		
Personnel						
Salaries & Wages (Permanent)	947,674	823,619	123,998	947,617	57	100.0%
Fringe Benefits	300,000	262,465	34,845	297,310	2,690	99.1%
Outside /Temporary Services	14,000	9,117	1,835	10,952	3,048	78.2%
Contract Labor-SRPP and contracts	345	308	-	308	37	89.3%
Interns	30,000	23,172	6,995	30,167	(167)	100.6%
Unemployment	3,500	3,025	-	3,025	475	86.4%
Total Personnel	1,295,519	1,121,706	167,673	1,289,379	6,140	99.5%
Overhead						
Annual Audit	23,000	22,856	-	22,856	144	99.4%
Advertising/Regional Promotion	100	50	-	50	50	50.0%
Computer Ops (General)	23,000	21,802	487	22,289	711	96.9%
Depreciation/Use Charge	20,000	11,000	8,617	19,617	383	98.1%
Equipment (General)	12,000	11,696	-	11,696	304	97.5%
Equipment Maintenance/Rental	1,500	504	-	504	996	33.6%
Equipment Lease/Sales Taxes	400	17	3	20	380	5.0%
Graphics/Outside Printing	28,000	24,784	1,870	26,654	1,346	95.2%
Insurance	14,000	9,084	878	9,962	4,038	71.2%
Inter-Regnl Bd Rel (travel/training)	500	395	-	395	105	79.0%
Legal Counsel	44,000	40,291	3,333	43,624	376	99.1%
Library/Publications/Subscriptions	6,500	5,999	58	6,057	443	93.2%
Office Supplies	9,000	7,155	476	7,631	1,369	84.8%
Pension Fund Mgmt. Fee	930		930	930	-	100.0%
Postage	5,000	3,893	134	4,027	973	80.5%
Professional Dues	26,500	24,359	2,031	26,390	110	99.6%
Rent	120,200	109,958	10,209	120,167	33	100.0%
Office Maintenance	2,000	1,470	-	1,470	530	73.5%
Staff Training	10,000	7,063	2,615	9,678	322	96.8%
Telephone & Communications	7,000	5,938	516	6,454	546	92.2%
Staff Travel	27,050	23,673	3,371	27,044	6	100.0%
Hmep Training	41,000	15,409	13,660	29,069	11,931	70.9%
Overtime/Backfill reimbursement	31,000	24,162	6,693	30,855	145	99.5%
GIS Coordination	3,000	3,000	-	3,000	-	100.0%
GIS Data Collection	1,500		-		1,500	0.0%
Consultants (DRI)	30,000	25,215	1,569	26,784	3,216	89.3%
Consultants(UASI Training & Exerccs	160,000	152,000	8,000	160,000	-	100.0%
Consultants (Cape Canaveral)	300	300	-	300	-	100.0%
Consultants (TIC Plan)	5,400	5,400	-	5,400	-	100.0%
Consultants (SUNRAIL HUD Grant)	29,000	10,698	17,687	28,384	616	97.9%
CFGIS Web Site Maintenance	11,380	11,380	-	11,380	-	100.0%
Storage-Off Site Records	1,750	1,579	163	1,742	8	99.5%
Meeting Expenses	11,000	10,307	146	10,453	547	95.0%
REMI Annual Maintenance	20,600	18,883	1,717	20,600	-	100.0%
S. Bitar VISA Sponsorship	4,000	3,720	-	3,720	280	93.0%
Total Overhead	730,610	614,040	85,162	699,202	31,408	95.7%
Total Expenditures	2,026,129	1,735,746	252,835	1,988,581	37,548	98.1%