

APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

NOV 16 1999 VS/SP

**RESOLUTION**  
*of the*  
**ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS**  
*regarding*  
**I-4/CONROY ROAD INTERCHANGE FUNDS**

*Resolution No. 99- M-40*

**WHEREAS**, Orange County, the City of Orlando (the "City"), and the City of Orlando Community Redevelopment Agency (the "CRA"), entered into an Interlocal Agreement dated as of April 1, 1997 (the "Interchange Agreement"), which set forth the terms, conditions, restrictions, limitations, and prohibitions under which the City and the CRA could use "tax increment" funding for the design, construction, and other capital costs of the interchange now being built on Interstate Highway 4 ("I-4") at Conroy Road; and

**WHEREAS**, the Interchange Agreement expressly limited the use of the "tax increment" funds deposited into the CRA's "Redevelopment Trust Fund". In essence, the Interchange Agreement restricts the City and the CRA to using the tax increment funds only for (i) payment of debt incurred in connection with the interchange project, (ii) certain reimbursements to the City, and (iii) payments to the Florida Department of Transportation ("FDOT") in connection with the interchange project. The Interchange Agreement expressly prohibited all other uses of the funds; and

**WHEREAS**, the Interchange Agreement further restricts the use of proceeds derived from the sale of bonds payable from tax increment funds on deposit in the trust fund. In essence, the bond proceeds may be used only to pay the capital costs of the interchange project, and such capital costs expressly include the contribution required by FDOT precedent to constructing the new interchange; and

**WHEREAS**, as a condition to allowing construction of the interchange at Conroy Road, FDOT was previously requiring the payment of \$2.3 million to fund the cost of certain new auxiliary lanes which FDOT deems necessary if the interchange is to be built. The requirement was set forth in a "memorandum of understanding" between the City and FDOT and a third party, which was executed in March of 1995; and

**WHEREAS**, it is the understanding of the Board of County Commissioners and its staff that, subsequent to the execution of the Interchange Agreement, the City and FDOT entered into, or have mutually decided to enter into, a "Deferred Payment Agreement." The Deferred Payment

Agreement allows the City to defer payment of the \$2.3-million contribution to FDOT until the trust fund has surplus tax increment revenues available, after payment of debt service, for such purposes; and

**WHEREAS**, it is further the understanding of the Board of County Commissioners and its staff that the City and FDOT have also executed, or have mutually decided to execute, an "Assignment of Right to Payment" under which FDOT allows the City, in essence, to keep the \$2.3-million contribution so long as the City uses it for the proposed light rail project from downtown to Belz Mall or to reimburse itself for funds it expects soon to advance for the proposed light rail project; and

**WHEREAS**, the Board of County Commissioners voted on September 8, 1999, in essence, not to expend county funds for light rail transit and is opposed to expenditure of county funds for light rail transit; and

**WHEREAS**, Orange County has many important transportation needs, and the Board of County Commissioners should decide how Orange County's share of any excess proceeds for the CRA should be spent; and

**WHEREAS**, approximately 45 cents of every dollar of CRA tax increment funds is derived from payments made by Orange County to the trust fund using county funds. Therefore, use by the City of \$2.3-million in tax increment funds (as will be derived from FDOT's "assignment" of the funds) to pay a portion of the cost of the proposed light rail project, or to reimburse the City for funds it may advance to the light rail project, would constitute a use of county funds, at least indirectly, for the City's contribution towards light rail transit; and

**WHEREAS**, the Board of County Commissioners believes strongly that the FDOT "assignment" is contrary at least to the intent of the Interchange Agreement, as well as being contrary to the policy position of the Board that no county funds should be spent on light rail transit. Therefore, FDOT and the City should agree that 45% of any rebate of the \$2.3-million contribution to FDOT for auxiliary lanes for the Conroy Road Interchange project should be rebated to the County.

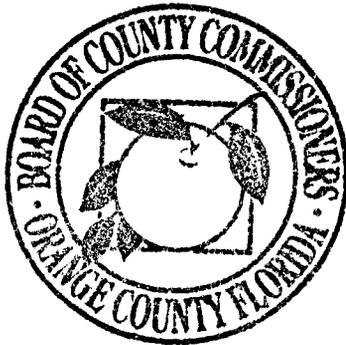
***NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:***

***FIRST, that*** the City and FDOT are hereby asked to rebate back to Orange County a percentage of any and all funds received by the City under the "Assignment of Right to Payment" (or any other instrument or agreement or understanding of similar effect or import) equal to the

percentage of past and current deposits in the trust fund that have been derived from Orange County. Such rebate should be paid to Orange County either directly from FDOT or promptly upon receipt of any such funds by the City; and

**SECOND, that** the City and FDOT are asked expressly by the Board of County Commissioners not to expend, either directly or indirectly, (i) any funds on deposit in the trust fund, (ii) any proceeds of bonds issued in connection with the interchange project (or any investment earnings thereon), or (iii) any other funds of any nature under the control of the City in connection with the Conroy Road interchange project for any capital costs or operating and maintenance expenses of the proposed light rail project from downtown to Belz Mall.

*Resolved this 16th day of November, 1999.*



**ORANGE COUNTY, FLORIDA**  
By Board of County Commissioners

by: *Mel Martinez*  
Mel Martinez  
Orange County Chairman

**ATTEST:** Martha O. Haynie,  
Orange County Comptroller, as Clerk of  
the Board of County Commissioners

by: *Martha O. Haynie*  
Deputy Clerk