



## Interoffice Memorandum

### Minutes

### Roadway Agreement Committee

September 17, 2008

Members Present: Jim Harrison – Growth Management (Chairman)  
Joe Kunkel – Public Works Department (Vice Chairman)  
Ann Caswell – Real Estate Management Division  
Renzo Nastasi / Brian Sanders – Transportation Planning Division  
Ruby Rozier/Christine Lofye – Traffic Engineering Division  
Diana Almodovar – Development Engineering Division  
John Smogor – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office  
Joe Perez – Highway Construction  
Heather Brownlie – Transportation Planning Division  
Susan Martin– Risk Management Division  
John Geiger – Environmental Protection Division  
Robin Hammel – Public Works Engineering Division  
Frank Yokiel – Public Works Engineering Division  
Jennifer Cummings – Stormwater Management Division  
Rita Gonzalez – Transportation Planning Division  
Juan Curi – Public Works Engineering Division

Mr. Harrison called the meeting to order at 8:39 a.m.

### Approval of Minutes

The Committee reviewed the minutes from the August 20, 2008 Roadway Agreement Committee Meeting and changes were requested as follows:

*Mr. Smogor made a motion, with a second by Mr. Nastasi to approve the August 20, 2008 Roadway Agreement Committee Meeting minutes as is. Motion carried unanimously.*

### Special Village F Meeting – September 4, 2008

Page 2 line 36 change “land” to “lane“.

Page 2 line 45 should read “necessitate additional changes to the cross sections”.

Page 3 line 8 delete “s” in “serves”.

Page 4 line 9 change “for” to “are” and delete “an”.

*Mr. Smogor made a motion, with a second by Ms. Caswell to approve the September 4, 2008 Special Village F Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.*

### Special Innovation Way Meeting – September 11, 2008

### Special Village F Meeting – September 16, 2008

Review and approval of the special meeting minutes was postponed to the end of the agenda, since Ms. Hammel and her staff have not had a chance to review.

**Activity Update/Summary**

No comments.

**CR 535 Segment A – Interlocal Agreement with the City of Winter Garden**

Road Affected: CR 535

Present: Ed Williams, Kurt Ardaman, Art Miller, Don Cochran, Mark Black

Previous RAC: 5/16/2007, 6/20/2007, 11/07/2007, 1/30/2008, 2/6/2008, 2/20/2008

County Staff Present: Ghulam Qadir, Juan Curi, Brian Sanders

Mr. Williams opened the discussion by stating that several months ago the Roadway Agreement Committee agreed to approve the agreement subject to minor editorial revisions.

Mr. Williams feels he should not be required to make substantial changes after the agreement was approved.

One example of changes is the limiting to a fixed figure of \$960,000 for Utilities rather than County pays for any County changes above that number and City pays for the City's change orders.

Mr. Curi explained that the intent was that the County will not pay for City Utility-caused change orders.

Mr. Perez stated that the objections were to the wording so that County would not pay for changes to Utilities for the City.

Mr. Williams stated that the second issue was the County Mitigation for the road widening. The original estimates were 70k and rose to \$131k which is \$60k higher than estimated.

Ms. Hammel asked to review the documentation of those figures. Documentation was provided at the meeting by the City of Winter Garden.

The Committee reviewed the agreement page by page.

Page 2 Mr. Ardaman combined two other Whereas Clauses.

Page 3 Mr. Ardaman added a section to include reference to the OOCEA pond.

Ms. Hammel explained there is a separate agreement to convey the pond to OOCEA.

Page 3 line 4 the word "Authority" is misspelled in the last Whereas Clause.

Page 3 Section 2(a) Mr. Ardaman explained that he added language to estimate the 2013 date.

Mr. Nastasi stated that this is incorrect since the County is still in the process of acquiring Right-of-Way and may not be able to meet the 2013 date.

Mr. Curi stated that an additional sentence needs to be included that Right-of-Way acquisition will be completed and permitting completed before construction begins.

Mr. Harrison suggested changing punctuation to provide for Right-of-Way acquisition and permitting to be completed prior to construction.

Page 3 Mr. Ardaman wanted to add a date for signed and sealed plans to be provided.

Ms. Hammel and Mr. Curi explained that putting a date in the agreement could delay the execution of the agreement since the plans will change based on City's changes to the pond.

Mr. Ardaman will change it back to reference the final plans as originally written.

Page 4 Mr. Ardaman made minor changes to the language in Section 3(a).

Page 4 Ms. Hammel objected to a reverter being in place after the construction begins. Mr. Ardaman agreed to correct.

Page 4 Section 3(a) Mr. Curi stated that there would be no utility easement and this reference needs to come out.

Ms. Hammel explained that the utilities can exist in the Right-of-Way only by a Right-of-Way Utilization Permit.

Mr. Kunkel explained that if there are any City utilities easement within the road Right-of-Way it will be a cost to the City in the future to relocate these utilities if necessary.

Mr. Williams stated that this is unacceptable and that the City expects to have the right to place a utility easement in the roadway area.

Mr. Perez stated that there are several opportunities for conflicts to arise if the utilities are placed in the road Right-of-Way and if the pipe fails under the road, then the City is responsible for repairing the roadway.

Mr. Williams explained that this language has always been in the agreement from the beginning.

Mr. Williams stated that the City of Winter Garden does not want to have to move any utility lines at any point in the future.

Mr. Nastasi stated that the City does not own all of the Right-of-Way to place utility lines currently, so the City would need to place their utilities within the road Right-of-Way. The County should not be responsible for picking up the costs for the City's utilities.

Mr. Nastasi stated that the utility conflicts are not that major and that the City should be willing to bear the cost of relocating a small portion of the lines as needed in the future should a conflict arise.

Mr. Nastasi stated that the City is getting a new utility line in the Right-of-Way and the City needs to work with the County.

Mr. Williams stated that the City of Winter Garden would not be willing to spend millions of dollars possibly, in the future, if utility relocation is required.

Mr. Ardaman offered to create a schedule of costs to be shared.

Mr. Nastasi proposed the County build the road and turn over maintenance to the City.

Mr. Williams responded “No. We do not want the road.”

Mr. Kunkel asked, “So you want us to build the road and pay all the City’s costs as well?”

Mr. Smogor suggested that in event the road would be 6-laned in the future, to renegotiate the agreement to discuss costs for utility relocation in the future.

Ms. Alfonso stated that there must be “good faith efforts” to renegotiate and include that specific language.

Mr. Harrison stated that the County still will not accept a superior easement, it must be subordinated.

Mr. Ardaman stated that if there is no agreement at a later date then the road will not be widened and the utilities will not be relocated.

Ms. Alfonso and Ms. Caswell will review this language and make sure the County is protected.

Page 4 last line of Section 3(a) need to strike January 31, 2013.

Page 5 and Page 6 additional language is acceptable to the Committee.

Page 7 Section 5(a) Mr. Nastasi asked that the County be given an opportunity to review the figures provided.

The City was to provide two quotes on the fence to the County and no number has been provided. A total of \$2,500 has been estimated for the sign in addition to the fence.

Page 8 Mr. Curi stated that the 1.92 acres is not a correct number since currently they are re-drawing the legals and sketches to re-size the pond.

Mr. Harrison suggested adding the word “approximately” describing the acreages to pages 7 and 8.

Page 11 thirty (30) days needs to be change to sixty (60) days.

Page 12 added a section provides that OOCEA pond require the County to add a wall and provide concession to the HOA for easements and utilities.

Mr. Ardaman is willing to take out the utilities portion. The City only needs a drainage easement.

Mr. Williams stated that the wall is a request from the HOA and that the City Manager met with the HOA and they demanded a wall to screen the area.

Ms. Alfonso suggested building a wall on the HOA property and requiring the HOA to maintain it.

Mr. Kunkel suggested providing a base cost to the HOA for a standard County wall and if they want something else they can take the money and put it towards a more decorative wall.

Mr. Nastasi suggested the County write a check to the City and the City to work with the HOA to get a wall built and easements, etc. Ms. Hammel will check research wall costs on past projects.

Mr. Ardaman will black-line this version of the agreement.

Mr. Harrison asked this item be rescheduled to the October 1, 2008 Roadway Agreement Committee meeting.

**International Corporate Park**

Development: Innovation Way/Beachline Interchange Agreement  
Developer: International Corporate Park, OOCEA, Orange County  
Road Affected: Innovation Way/Beachline Interchange Agreement  
Present: John Florio, Jim Pratt, Lionel Rubio, Gloria Lockridge  
Previous RIFCC: 12/14/2005, 2/1/2006, 7/16/2008  
County Staff Present: Ghulam Qadir

Mr. Kunkel opened the discussion by asking the applicant to provide an overview of the revisions to the agreement.

Mr. Pratt removed a contingency on the Road E agreement and proposed a specific formula for additional capacity and removed the request for road impact fee credits. This draft also includes changes suggested by OOCEA.

Mr. Rubio stated that the current draft does not reflect all of OOCEA changes.

Mr. Rubio will send these comments out later today.

OOCEA should only pay for certain items and wants to address the Right-of-Way for the Flyover and adds provision that OOCEA is not a party to concurrency items and other matters, and if these become grounds for dispute the basic terms can move forward while the Developer and the County work out the details.

Mr. Pratt stated that the change was to remove the construction deadline for the South road since only an alignment is contemplated now.

The Committee reviewed the agreement page by page.

Page 2 Section 8 “transmit” should be “transit”.

Page 3 Ms. Rozier pointed out that the Beeline Expressway is owned by three (3) parties.

Page 3 Ms. Alfonso asked that the term “reasonable” be added before “costs” at several instances in Section 1 under definition of “Capital Cost”.

Page 4 Mr. Nastasi explained it will be a lengthy process to get the Right-of-Way conveyed so the construction schedule may have to be move out.

Mr. Florio responded that all Right-of-Way will be conveyed from one owner and should proceed smoothly.

Page 4 the County contribution lines are still blank. The County is still researching and does not have a figure.

Mr. Harrison stated if we provide impact fee credits in addition to the County contribution then we are contributing that much more.

Mr. Florio stated the Developer is creating excess capacity on the road.

Mr. Harrison responded that they are also using capacity.

Mr. Nastasi stated that other property owners will need capacity on the interchange later so there should be a mechanism to go to other developers for reimbursement at a later date.

Mr. Harrison stated the need to finalize the County contribution figure to see if this will even be an issue and to table that discussion to a future meeting.

Page 5 Ms. Alfonso stated that the Force Majeure language needs to change to County Standard.

Mr. Pratt agreed subject to Mr. Rubio's review as well.

Page 6 Ms. Rozier asked for a better definition of Innovation Way.

Page 10 Section 2.2.5 Ms. Alfonso asked who would acquire since the paragraph does not specify. Mr. Rubio explained that OOCEA did not want to acquire and if they had to condemn, they did not want to pay costs for condemnation.

Page 10 Section 2.3 Mr. Curi asked if the County should be a party to the permit.

Mr. Florio agreed that would be fine.

Page 11 Mr. Curi questioned the time schedule in Section 2.3.3 to have the construction completed in 18 months by 2010.

Page 11 Mr. Perez questioned Section 2.4.1 as to timing of the delivery of the deeds and the start of construction.

Page 11 Ms. Cummings questioned Section 2.3.4 and the waiver of fees since EPD will have fees associated with this project.

Page 13 Mr. Geiger asked that more specific language for the ESA be provided to state what happens if a Phase II is needed.

Page 11 Ms. Hammel asked to include "and any other easement which may be necessary" to Section 2.4.2.

Page 14 Ms. Hammel stated that the Impact Fee Zone must be one or the other; it cannot be in Zone 2 and Zone 3.

Mr. Kunkel suggested calculating credits based on the area and providing a percentage in the agreement.

Page 15 Mr. Harrison agreed to re-insert the first sentence of Section 2.6.5 which was struck.

Page 16 Mr. Harrison questioned whether the alignment should reference the Road E Agreement in Section 4.2 or provide the information in the agreement out right.

Page 17 Mr. Curi asked about Section 5.1; and asked if Orange County could also review the bids in addition to OOCEA. \*\*\*

Page 19 Section 6.3 and 6.4 are not fully determined yet. Mr. Smogor said to delete Section 6.3 since they are already vested through the DRI for the Interchange. Section 6.4 will be discussed further.

Page 19 Ms. Rozier asked that 6.4.2 require the use of a licensed Florida Traffic Engineer and refer to the Florida Highway Capacity Manual.

Mr. Harrison asked that Section 6.4 be the topic of a separate meeting to be held subsequent to today's meeting.

Page 20 Section 7.1.2 Ms. Alfonso stated that Orange County should have approval and review of these items also.

Page 21 Section 7.1.2 Mr. Harrison suggested a separate meeting to discuss how change orders could effect total contribution of each party.

Page 26 Section 9.1 and 9.2 Mr. Curi wanted to make sure Orange County would have rights. Mr. Pratt stated it was covered under the Road E Agreement.

Page 28 remove Mr. Harrison's and the County Attorney's from the notice to section.

Page 30 Ms. Alfonso to discuss Remedies with Mr. Pratt.

Page 39 add a date line below the OOCEA signature.

Page D-1 should be C-1 and subsequent in Exhibits.

Mr. Harrison recapped the separate meeting needed regarding Impact Fee Zone issues, the Surplus Capacity issue in Section 6.4 and how to deal with Change Orders in Section 7.1.2.

This agreement will be rescheduled to the next Roadway Agreement Committee but if cannot resolve issues then postpone or work through other issues at next meeting.

Mr. Florio's changes will be provided to Mr. Pratt to incorporate into the next draft.

SLR may not agree to allow either other party to drop out and they may be required to remain. OOCEA wants the agreement to move forward even if other issues are not resolvable between the other parties.

**Innovation Way Road E Agreement**

Development: Innovation Way/Beachline Interchange Agreement

Developer: Suburban Land Reserve, Inc.

Road Affected: Innovation Way/Beachline Interchange Agreement

Present: Gloria Lockridge, John Florio, Jim Pratt

Previous RIFCC: 7/16/2008

County Staff Present: Juan Curi, Brian Sanders

Ms. Lockridge had revised the agreement to make a number of changes as requested previously.

The agreement is not an ordinary road agreement since the DRI is not finalized and the Development Order is not finalized. Need to include certain items in this agreement to protect the developer and need help from the County to be able to achieve this goal.

This item is scheduled for DRI approval for April 2009. Only if the agreement is executed after that would the developer be protected.

Mr. Harrison stated that the applicant cannot bypass other procedures; they need to have the DRI items.

Page 1 Ms. Caswell asked to add “Innovation Way” before “Road E” in the title.

In the Definitions Section under Road E Improvements, a new typical section was added.

Ms. Alfonso asked that Ms. Lockridge include the Utilities boilerplate language as Utilities has requested.

Section 3(g) the date will be filled in toward the end of negotiation.

The Impact Fee Credit issue in Section 4 remains an outstanding issue to be resolved.

Mr. Harrison stated that two lanes represent an internal road and that Orange County is only willing to provide Road Impact Fee Credits for multi-modal improvements beyond the 2 lanes.

Ms. Lockridge stated that if SLR constructs Phase II adding 2 additional lanes then they need to get credits.

Mr. Harrison responded that once Phase II gets constructed then they are eligible for road impact fee credits.

Mr. Florio added – Build Phase I and get impact fee credits for the first two lanes and multi-modal improvements and then we will build two lanes later on at our cost.

Mr. Sanders stated that would be speculative.

Mr. Kunkel asked that the initial construction costs be provided by ICP until the DRI is approved then possibly have contingency later to change terms.

Mr. Florio stated that either the applicant does this agreement now or they wait until the DO is approved.

Mr. Florio proposed construction now and not get credits until the interchange is complete.

Mr. Harrison suggested that they construct now, go through the DRI process and once the DO is approved and the completion of construction is finished then they get road impact fee credits.

Mr. Florio stated that they are asking for road impact fee credits for all 130 ft of Right-of-Way plus construction costs for the second two lanes and the multi-modal transportation improvement, plus design, engineering and permitting.

Ms. Lockridge states that it is the way it is currently drafted.

Mr. Florio said that they will want all costs related to the multi-modal, Right-of-Way, design, and construction.

Mr. Kunkel stress the need for safe and adequate access to be provided first and if you are required to build, safe and adequate access cannot get credits for that, but should be entitled to excess capacity in road impact fee credits.

Ms. Lockridge asked that the deeds be held in escrow until conveyance at completion of the roadway.

Section 8(a) Ms. Lockridge discussed the north road and the south road alignments to be established and this section calls that out.

Mr. Sanders asked about Exhibit K in Section 8(d) and the fact that this is just a picture.

Mr. Florio wants to make this picture a reality and be able to include this as an exhibit.

Ms. Lockridge stated that they want the current vision to be implemented by the County to turn these corridors into reality as part of the Comprehensive Plan.

Ms. Lockridge stated that either we get this agreement done or we need to wait until the DO is completed.

Mr. Harrison stated that the last half of Section 8(d) goes beyond parameters of the Roadway Agreement Committee and that these items would need to be negotiated.

Mr. Florio stated that these items were taken verbatim from Innovation Way policies.

Ms. Lockridge stated we need the County to cooperate with us.

Mr. Harrison stated that it would take an inordinate amount of time to review the corridors and approve them fully.

Ms. Alfonso stated that broad reference to IW Policies would be appropriate but this level of detail cannot be included in road agreement.

Mr. Harrison stated that the County wants this project to work but we cannot include this level of detail.

Mr. Sanders this is an agreement for Road E not the whole road network for Innovation Way.

Mr. Harrison would rather wait until the DO is complete than include this level of specificity.  
Ms. Lockridge Section 8(e) provides for a minimum of 4 transit stops north of the Beachline.

Mr. Harrison fixed guideway has to be on a track.

Mr. Florio stated that light rail and fixed rail are south of the Beachline and he expects BRT to be north of the Beachline.

Mr. Florio stated that SLR needs nodes in place to support development.

Mr. Harrison responded then we need to wait until the DO is completed first.

Section 8(f) Mr. Harrison cannot agree to the fixed guideway provisions in this Section either.

Mr. Harrison said that either we take out a lot of the detail or wait until such time as the DO is completed.

Section 9 Ms. Lockridge stated that as long as SLR performs under this agreement and the Interchange agreement, then they will not be stopped if the Interchange is not completed yet.

Mr. Harrison stated that if capacity is not there then capacity is not there.

Mr. Smogor explained that Phase I only gives the applicants so much capacity if the Interchange does not get built then the development has to stop.

Mr. Harrison cannot agree to the Beachline Agreement Section 11(h) along with Section 9 unless it is rewritten substantially.

Ms. Lockridge stated that they are only building Road E to supplement the Interchange and do not want to be obligated if the Interchange does not occur for any reason.

Ms. Lockridge is willing to return if no changes to the document are required before the next meeting.

Mr. Harrison asked Ms. Lockridge to speak to her client and come back to see where we can get to at the next meeting.

### **Special Innovation Way Meeting – September 11, 2008**

Mr. Curi asked that line 32 read Right-of-Way ID maps will identifies the Right-of-Way needed for conveyance process.

Page 1 line 46 change “have” to “like”.

Page 1 line 49 change “Air Rights” to “Innovation Way Beachline”.

Page 1 line 55 add “and then will require a Fill Slope Easement” to the end of the sentence.

Page 2 line 17 add “Lochrane to review this feasibility of revising the slopes from 2:1 to 3:1, OOCEA will then maintain.

*With no other comments from members that were present at the Special September 11, 2008 Innovation Way meeting, a motion was made by Mr. Smogor and second by Ms. Caswell to approve the minutes with the changes provided by Mr. Curi.*

**Special Village F Meeting – September 16, 2008**

No changes were requested to the meeting minutes.

*With no comments from members that were present at this meeting, a motion was made by Mr. Smogor and second by Mr. Curi to approve the Special September 16, 2008 Village F Cross Section Meeting minutes as is. Motion carried unanimously.*

Meeting adjourned the meeting at 1:41 p.m.