



## Interoffice Memorandum

### Minutes

### Roadway Agreement Committee

July 1, 2009

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

County Staff Present: Roberta Alfonso – County Attorney’s Office  
Julie Naditz – Highway Construction Division  
Robin Hammel – Public Works Engineering Division  
Jennifer Cummings – Stormwater Management Division  
Frank Yokiel – Public Works Engineering Division  
Heather Brownlie – Transportation Planning Division  
Rita Gonzalez – Transportation Planning Division  
Marc Buonanni – Transportation Planning Division

Mr. Kunkel called the meeting to order at 8:40 a.m.

### Approval of Minutes

The Committee reviewed the minutes from the June 17, 2009 Roadway Agreement Committee Meeting and changes were requested as follows:

Page 2 line 8 add the word “to” before “stay”.

*Mr. Smogor made a motion, with a second by Ms. Caswell to approve the June 17, 2009 Roadway Agreement Committee Meeting minutes as amended. Motion carried unanimously.*

### Activity Update/Summary/Follow-Up Items List

Mr. Smogor informed the Committee that the Village F numbers on the PD do not match the Village F Exhibit B and that they are being corrected per the Planning Division.

Mr. Kunkel stated that Road E construction is to begin sometime in September/October.

It was requested to move the last 3 items in RAC Approved to RAC Pending since the six-month timeframe to get to the BCC has lapsed.

Ms. Brownlie informed the Committee that the Taurus document prepared by Mr. Kay has many issues. The Army Corp of Engineers did not have the document witnessed or notarized so it is not a legal document.

Mr. Harrison asked about the status of OUC. Ms. Brownlie continues to follow up with Mr. Callan’s Office and has made no progress.

Committee Discussion – Clarcona-Ocoee Road

Ms. Hammel stated that the Whispering Pines – Ocoee Golf property has been dedicated by Plat.

The Developer was to construct two (2) of the four (4) lanes and construct two of the ponds.

The Developer cleared the site and then stopped work. They never submitted any invoices and never received any road impact fee credits.

The Engineering Division needs to start work before he could possibly finish the project. Engineering is currently redoing the bid package documents.

Ms. Hammel sent a letter to Mr. Terry Hagen which states the County will offset its costs against any credits.

Ms. Naditz stated that the City of Ocoee dumped 50 truckloads of debris on the site.

Ms. Naditz is coordinating with Mr. David Wheeler at the City of Ocoee to resolve the issue.

Ms. Alfonso stated that standard remedies are not included in that agreement only limited remedies.

A meeting has been scheduled for July 2, 2009 with Mr. Terry Hagan to discuss further.

Mr. Sanders stated that the City needs to clear the Right-of-Way if the construction project is about to begin.

Committee Discussion – Letter of Credit versus Cash Escrow

Mr. Kunkel asked to review how far D+D-1 and Narcoossee Road the money was paid up front or a cash escrow was required.

The issue arose with Frye versus Florida Mall.

Mr. Harrison indicated this seems like a case by case issue which cannot be resolved with a singular approach.

Discussion of Payment and Performance Bonds versus Maintenance Warranties.

Ms. Almodovar stated that no performance bonds are allowed for developer-driven projects,

Mr. Nastasi stated that more frequently than not, the developer performs all phases (Design/Right-of-Way/ Construction) in a developer-driven project.

The problem with bonding is trying to fit that process into the normal engineering process.

Mr. Harrison stated that the issue then is that a completely developer-driven project gets treated differently.

Mr. Nastasi stated that Florida Mall is being treated differently.

Ms. Hammel stated that the County is contributing funds to the Florida Mall project and needs to be sure that the road gets completed and insure that the project is fully funded.

Mr. Nastasi stated that the contract is between the Florida Mall and the Construction Company not with Orange County; this is one specific case but has dragged out due to escrow issues.

Mr. Harrison stated that if we do another project like the Florida Mall we need to learn from this agreement.

Mr. Nastasi stated that Innovation Way will present similar issues, if the road is built and then turned over as a completed project at the end.

Ms. Alfonso stated that the Florida Mall Letter of Credit is justified.

Mr. Kunkel stated that totally developer driven projects need to follow code.

Ms. Almodovar stated that the Lake Pickett realignment is not completed and that the developer walked away.

Mr. Nastasi wanted to raise the issue for the future to try to work out a process to accommodate the needs of both sides with the economy the way it is today.

Mr. Nastasi stated the need to make sure people perform but cannot get hung up on this issue at the last minute so it delays the road construction from starting.

**Deerfield Land Corporation (Tupperware Heights)**

Development: Tupperware Heights

Developer: Deerfield Land Corporation

Road Affected: Orange Avenue

Present: Helen Ford

Previous RAC: 5/19/2004, 9/27/2006, 10/11/2006, 4/18/2007, 10/10/2007

County Staff Present: None

Ms. Ford explained that Deerfield needs to extend the time-frame for the conveyance.

The August 2007 agreement Section 2(a) relates the same acreage as shown on the new legal.

Due to the vacation of Right-of-Way, it reduces the value of Right-of-Way by 0.475.

Ms. Caswell asked for a containing area on the legal description showing 3.759 and a total value will be 3.284.

Page 1 second Whereas Ms. Alfonso requested to change “the” to “certain”.

Page 2 Section 5 Ms. Alfonso asked to change “number of” to “up to three (3)” counterparts. Also in the second sentence change “shall” to “may”.

***Mr. Smogor made a motion second by Mr. Kunkel to approve the Tupperware Heights Second Amendment Agreement with changes made at today’s meeting, subject to final review by the Committee, and subject to final review of the revised legal and sketches by Bill Muscatello and approval by the County Surveyor. Motion carried unanimously.***

Mr. Harrison adjourned the meeting at 9:30 a.m.