



Interoffice Memorandum

Minutes

**Narcoossee Road First Amendment
Special Roadway Agreement Committee
October 27, 2008**

Members Present: Renzo Nastasi – Transportation Planning Division

County Staff Present: Heather Brownlie – Transportation Planning Division
Ghulam Qadir - Public Works Engineering Division
Juan Curi - Public Works Engineering Division
Julie Naditz – Highway Construction Division
Ray Walls – Office of Management and Budget
Linda Medeiros – Public Works Fiscal & Administration Division
Roberta Alfonso – County Attorney's Office (by telephone-pre-meeting)

For Applicant: Craig Langley, Esq. – Shutts & Bowen (portion of mtg from 3pm – 4pm)
Leigh Ann Buzyniski, Esq. – Akerman Senterfitt (for mtg from 3pm – 4pm)

Narcoossee Road First Amendment

County Staff Pre-Meeting opened by Mr. Curi at 2:41 p.m.

The pre-meeting with County staff is being held to discuss what needs to be included in the MOU and additional items which need to be included in the First Amendment document also.

Mr. Walls and Mr. Nastasi discussed what needs to be included in the MOU agreement.

Bidding Requirements and Purchasing Requirements were also discussed.

Mr. Nastasi asked Mr. Curi to confirm the bidding procedures that were followed in the re-bid.

Mr. Curi stated that Statute 255 was followed in the re-bid which is what Orange County requires for bidding.

Ms. Medeiros will need to process invoices at a reimbursement rate of 50% from FDOT which is outlined in the TRIP Agreement and TRIP Amendment.

Mr. Walls will need a budget transfer memo to transfer funds into an accounting line for this project.

Mr. Nastasi explained that the idea with the Narcoossee MOU is to follow the CR 535 example of how the funds will be reimbursed to the Developer.

Mr. Nastasi asked Mr. Langley to include portions of Section 2 and all of Section 3 from the CR 535 MOU document into the Narcoossee MOU to outline the process to be followed.

Ms. Naditz agreed that the CR 535 MOU methodology was working very well and that the CR 535 model should be followed from a Highway Construction perspective.

The purpose for the proposed re-bid of the project was discussed by Mr. Curi and Mr. Nastasi.

There are two reasons the project is being re-bid:

- 1) adding a deductive alternative for the south 1500 feet of the project
- 2) accelerate the construction timeframe of the High School portion of the project

Ms. Alfonso stated that the MOU is short and succinct, but needs to include the escrow balance for each developer as an Exhibit.

Applicant Portion of the Meeting began at 3:02 p.m. with Mr. Langley and Ms. Buzyniski joining in

Mr. Nastasi opened this portion of the meeting with a discussion of the vesting provisions in the original Narcoossee Road Agreement. Vesting cannot be provided to any of the developers until the connection is completed and all Right-of-Way is dedicated.

Mr. Langley asked if this applied to parties who did dedicate their portion of the Right-of-Way and pay their money due into the escrow account.

Mr. Nastasi responded that it would apply to all of the developers. No vesting can be provided until the road connects from Point A to Point B as contemplated in the original agreement.

Mr. Nastasi asked Mr. Langley to ask his clients or the developer group as a whole to come up with a solution for paying the taxes due on the MPG property to release the Right-of-Way for the south end of the project.

Mr. Langley indicated that there are still parties who have not paid their amounts due to escrow and additional funds needed from a capital call and the group of developers will need to cover those amounts as well.

Mr. Nastasi explained that Osceola County is coming in with a four-lane section to match up to the County line within the same timeframe. Having a four-lane to two-lane to six-lane stretch of roadway is completely undesirable from a transportation standpoint since it creates a bottleneck and the purpose of the agreement was to provide excess capacity.

Mr. Langley stated that the present calculations show the target figure of \$13.2 million being what the bids are expected to come back with and the escrow account will just cover those costs. There is no additional funding available to pay MPG's outstanding tax liens.

Ms. Buzyniski had approached Nora Faust in the Tax Collector's office and asked if the ROW tax deficiencies could be pro-rated and paid off separately, but the Tax Collector does not cut-out Right-of-Way for delinquent properties.

Mr. Nastasi stated that he had not yet approached the FDOT regarding a possibility that the road would not be fully constructed.

Mr. Langley stated that ultimately the developers want to see the road constructed to the County Line, but the question of how to obtain the Right-of-Way remains open.

Mr. Nastasi explained that at some point if no connection is made the FDOT may require reimbursement of some or all of the TRIP funding contribution if there is not connectivity. He reminded Mr. Langley that the FDOT inspectors would be inspecting the road construction also.

Mr. Nastasi asked Mr. Langley to add the portions of Section 2 and 3 from the CR 535 MOU into the Narcoossee MOU draft document to outline the reimbursement process.

Mr. Langley explained that he did not draft the MOU that it was provided to him by Ms. Alfonso.

Mr. Nastasi asked Mr. Langley to address the issue of vesting in the First Amendment to state that no vesting will be provided until the road connects and is completed.

Mr. Nastasi outlined a separate option for a cash reimbursement to the County property owner(s) in lieu of road impact fee credits.

Mr. Nastasi stated that the agreement has an option to provide road impact fee credits or cash.

Mr. Curi and Mr. Qadir will check on the exact amount available.

Ms. Buzyniski stated that this change would also need to be discussed in the First Amendment.

Mr. Walls indicated that cash could only be provided to the party or parties entitled to the road impact fee credits and not shared by all parties to the agreement.

How the cash funding would be implemented needs to be worked out by the parties.

Mr. Nastasi asked that the First Amendment return to RAC at the November 12, 2008 meeting for additional review for the two additional sections.

Ms. Buzyniski raised a conveyance issue with the School Board in which the School Board does not want to release their executed Right-of-Way documents until they are paid for the property. The School Board is entitled to payment for their Right-of-Way under the terms of the original agreement.

Ms. Buzyniski outlined an additional conveyance issue with GOAA. GOAA in following FAA requirements has to have an appraisal approved by the GOAA board before the conveyance documents can be executed and the GOAA Board does not meet prior to the November 7 conveyance document deadline to be on the December 16 BCC agenda.

Ms. Brownlie reminded Mr. Langley and Ms. Buzyniski that the ESA Report needs to be submitted as soon as possible so that it can be reviewed by Risk Management before the November 7 deadline date.

Mr. Langley and Mr. Nastasi reviewed the proposed cost estimates for the construction project.

Mr. Langley reviewed several tables with Mr. Nastasi and Mr. Curi pertaining to the escrow account funding.

Mr. Nastasi reminded Mr. Langley that Ms. Alfonso asked that the Escrow information be included as an attachment to the MOU document.

The meeting was adjourned at 3:54 p.m.