



## Interoffice Memorandum

### Minutes

### CR 535 Segment A Special Meeting

February 18, 2008

Members Present: Brian Sanders for Renzo Nastasi – Transportation Planning Division  
Joe Kunkel – Public Works Engineering Division

County Staff Present: Ghulam Qadir – Public Works Engineering Division  
Juan Curi – Public Works Engineering Division  
Heather Brownlie – Transportation Planning Division  
Bhanu Engineer – Orange County Utilities Division

Others Present: Ed Williams – City of Winter Garden  
A. Kurt Ardaman – City of Winter Garden (Fishback – Dominick)  
Art Miller – City of Winter Garden (A. R. Miller Engineers)  
Rick Bleckha- City of Winter Garden (Stillwater Technologies)  
Tonya Mellen – MSCW Inc.  
Eric Whikehart – MSCW Inc.

Mr. Ardaman opened the meeting at 2:40 p.m. and distributed revised copies of the agreement with changes from the last RAC Meeting included.

Mr. Engineer stated that the Section on Utilities discusses the City of Winter Garden Utilities.

Separate note on Section 3 and Section 6 to identify and define the Utilities mentioned as the City of Winter Garden Utilities.

No changes needed to the Territorial Agreement.

Mr. Miller stated that the Territorial Agreement may need to be amended at a later date if any issues arise with the cemetery.

Page 1 changes made were acceptable.

Page 2 Exhibit B and C are properties on the East side but will describe all property to be conveyed.

Page 3 Section 2(a) – Mr. Curi asked that 90% be changed to 100% and final Cross out 90% since it was already submitted.

Page 3 Section 2(a) - Mr. Curi questioned the two dates. Mr. Ardaman responded they represent the start date and the completion date.

Page 4 - Mr. Curi asked about the easement language at the end of Section 2(a). Mr. Ardaman included this as a catch-all, should any unanticipated easements be needed by either party.

Page 5 – Mr. Curi asked that the Cemetery Audit be defined before first mentioned rather than at the end of the paragraph.

Mr. Ardaman will add “as described below” in the sentence where it is first mentioned.

Mr. Ardaman will also change the definition of “City Land” to “City Lands”.

Page 5 – Mr. Curi stated that the 120 day timeframe for a remediation agreement in Section (c) was not enough time to get an agreement executed by the Board of County Commissioners.

Mr. Williams offered 180 days as a compromise so everyone agreed that the remediation agreement would be within 180 days.

Page 6 – Fee Parcel owned by blank line (Winn-Dixie), Mr. Ardaman will fill in the correct owner name.

Page 6 – Total width of Right-of-Way will be taken out and reference will be made to Legal and Sketch for that parcel including the identify acquisition parcel number.

Mr. Ardaman will renumber all exhibits to include this one.

Page 6 – Improvements outside the proposed Right-of-Way will be the responsibility of the County if any damage occurs.

Page 7 Section 5 – Mr. Ardaman asked if there are easements over the entire pond.

Page 7 – Mr. Curi questioned if the County can cut a check in 30 days. Mr. Ardaman will change to 60 days.

Page 7 Section 5(a) – the figure of \$72,000 was questioned and how it was arrived; and is it consistent with mitigation.

Page 7 Section 5(a) - Mr. Kunkel asked this Section be changed and requested documentation be provided “subject to County’s review and approval”.

There may still be an issue regarding whether the City will pay for any part of the redesign to be performed by the County.

Page 7 Section 5(a) - change “temporary pond” to “portion of wetlands in the Right-of-Way”.

Page 8 – the fence will be installed by the County when the pond is built to ultimate configuration. The City will install a temporary fence with temporary pond to be removed.

Page 9 Section 6B - Mr. Kunkel asked if there were 3 utility lines. Ms. Mellen confirmed there were and that they are shown on the plans.

Mr. Miller – asked to extend and upgrade one 8-inch reuse line.

Mr. Kunkel asked if we can refer to an exhibit to show this information. Mr. Williams said it would be difficult to attach.

Mr. Kunkel stated that the County’s exposure is limited to \$960k, so this should be okay with just a verbal description.

Page 10 – Ms. Mellen asked that “Miller, Sellen, Conner and Walsh” be changed to “MSCW, Inc.”

Mr. Kunkel asked about Section 6(b) and to include a timeframe for the City to respond.

Mr. Williams asked to include “specified timeframes”. Mr. Ardaman suggested “which shall not be unreasonably delayed or withheld.”

Page 10 Section 6(c) – Mr. Curi asked that the word “easement” come out of the last two sentences. Mr. Ardaman will remove.

Page 10 Section 6(d) – take out 30% - MSCW does not do 30% on Utility plans – add 100% and final plans also.

Page 10 – Mr. Curi stated that we need biddable plans for Utilities relocation. Mr. Miller stated that the City Inspector will be reviewing the relocation work.

Mr. Williams asked that the bid package language be included after the submittal language, “provide construction plans in biddable format consistent with County standards” at the time the final plans are submitted to the County.

Page 11 Section 6(f) – add “has approved the final plans” after County and Florida DEP “has permitted”.

Page 12 – take out citation and add “executed” for April 17, 2007 Utilities Territorial Agreement.

Page 12 Section 7(b) - Mr. Williams asked to specify non-jury trial – Mr. Ardaman will add.

Page 13 Section 7(f) – need Risk Management to approve changes made.

Meeting adjourned at 4:28 p.m..