Interoffice Memorandum

Minutes
Innovation Way/Beachline Interchange
Special Roadway Agreement Committee
February 13, 2009

Members Present: Renzo Nastasi – Transportation Planning Division
Jim Harrison – Growth Management Department
Joe Kunkel – Public Works Department

County Staff Present: Heather Brownlie – Transportation Planning Division
Roberta Alfonso – County Attorneys Office

For Applicant: John Florio – Donald W. McIntosh
Jim Pratt – Graham, Builder, Jones, Pratt & Marks
Don McIntosh – DW McIntosh Associates
Wayne Rich – Broad & Cassel

Innovation Way/Beachline Interchange

Mr. Harrison opened the meeting at 8:07 a.m. stating that this is a posted recorded meeting due to the Sunshine Law.

The focus of this meeting is to follow up from the February 4, 2009 Roadway Agreement Committee meeting and focus on funding issues regarding financial contributions.

OOCEA is not represented at this meeting, but their position is presumed to be fixed and the other parties need to work out the balance of the details.

The total cost needs to be determined. OOCEA will pay for the ramps up to a $12 million cap, but this number could go down.

The Loop Ramp will not be funded by OOCEA since it is not a part of the original 2006 Beachline Interchange agreement.

No decisions on toll collections have been made at this point.

Mr. Florio stated that the length of the ramps and the need for additional stormwater ponds has increased to accommodate the future possibility of 8-laning the mainline OOCEA facility.

The exhibit identifies several components and the Developer is trying to estimate costs for each of these components.

Mr. Florio displayed an interchange graphic with several components identified.

Mr. Harrison stated that the County may be prepared to make a fixed contribution amount to be applied to fund most of the Flyover.

The County anticipates SLR will be responsible for the delta between what OOCEA is willing to fund and the County's fixed contribution and the total overall cost of the entire project.

Mr. Nastasi asked Mr. Florio based on traffic studies, if there was an indication for a need for auxiliary lanes on the mainline to match up to the ramps, which could be up to a mile of widening necessary to make the interchange function.

Mr. Florio stated that the direction from OOCEA was not to widen the mainline. OOCEA has extended the area 500 feet and asked that the grade be raised by 3 inches.

Mr. Florio stated that the current set of plans does not include any mainline widening.

Mr. Nastasi informed those present that there is a need to coordinate with FDOT, since this is an FHIS facility and FDOT suggested auxiliary lanes were needed and that widening would be required. FDOT and OOCEA need to get together to discuss.

Mr. Nastasi stated that widening the mainline facility to 6 or 8 lanes will push out the LA Right-of-Way lines.

Mr. Florio stated that the added stormwater ponds to take into account the interchange area.

Mr. Nastasi stated that this is an issue between FDOT and OOCEA that needs to be worked out before going to the Regional Planning Council.

Mr. Harrison again restated that the overall cost issue is that OOCEA's cap is up to $12 million dollars and may be less.

Mr. Florio stated that the ramp costs need to be defined fully and then determine which ramp costs OOCEA will be willing to cover.

Mr. Florio requested a detailed list of components of the projects and who will be responsible for which costs.

Mr. Florio provided a map to show Right-of-Way needed for ponds and the where the additional 6 acres were requested.

Are signalization costs part of the ramp costs? The demolition of the existing ramps? The Loop Ramp installation requires quite a bit of stormwater work.

Mr. Harrison wants confirmation on what items will be allocated to OOCEA and which are still open-ended.

Mr. Florio stated that the ICP-necessitated costs accrue to SLR, and are outlined in the 2006 original Beachline Interchange Agreement.

Mr. Florio asked Mr. Harrison how he feels about having a pond in the middle of the loop ramp since it is elevated.

Mr. Harrison stated that OOCEA has expressed they do not wish to participate in the Loop Ramp.

Mr. Florio elaborated that the earthwork is a significant cost. The Loop Ramp is being built to accommodate SLR development and that OOCEA is not in favor of the Loop Ramp.

Mr. Harrison outlined the ramps and the ponds for the Interchange (except for Loop Ramp and Loop Ramp Pond) as being all OOCEA costs.

SLR is responsible for the demolition of the old Amsterdam ramps and for constructing the toll facilities which OOCEA will operate with the new interchange.

Mr. Florio stated that the equipment cost for tolling is over $500,000 since there is a need for an air-conditioned building to house computer equipment.

Mr. Florio stated that they are looking to see if any old tolling equipment is available to be relocated.

Mr. Harrison suggested that if OOCEA would be willing to purchase the toll equipment then SLR would pay to install the toll equipment.

Mr. Florio stated that the cost of construction and installation will be several hundred thousand dollars.

Mr. Pratt said that they should place the responsibility for tolling on OOCEA fully since tolling is not part of any previous agreement.

Mr. Harrison stated that changing the type of tolling brings costs down so if we split the cost it will probably work, but if you want to speak to OOCEA further about carrying all costs that would be fine also.

Mr. Harrison again stated that the OOCEA cap is up to $12 million.

Per Mr. Florio, the ball park estimate is $28 million which is a 60% design cost estimate, plus the OOCEA extras brings the total cost to $32 million (with 15% for design/CEI, etc).

Mr. Florio stated that significant changes were made since the 30% plans. Stormwater changes require an additional 6 acres of Right-of-Way and that revisions are causing increased costs overall.

Mr. Pratt spoke with the OOCEA attorney, Lionel Rubio, twice and Mr. Rubio said he will discuss with OOCEA principals so this is not off the table, but more discussion is needed.

Mr. Florio stated that once the re-design work is completed, then updated figures can be provided and costs identified to each party. The revised design will add costs to the original estimate in which the ponds and walls were not included.

Mr. Pratt asked to review components they have discussed so far which are:

OOCEA: New ramps (except the Loop Ramp), ponds, and materials for the toll facilities.

Orange County/SLR: Loop Ramp, Loop Pond, and the Flyover.

SLR: Ramp reconfiguration, demolition of the exiting ramps at Amsterdam, and constructing the new toll facilities.

There is no component-by-component breakdown of costs at this point.

Mr. Pratt stated that the components not assigned to a particular party included: Signalization, Ramp Lighting (Mr. Florio stated part of ramp costs); OOCEA add-ons (CEI, design, attorney's fees); Re-design costs for the interchange footprint changes.

Mr. Harrison questioned if the Developer wanted OOCEA to cover the cost of re-design since OOCEA requested the changes.

Mr. Florio stated the cost of the ponds should be covered along with the 6 acres of Right-of-Way for additional ponds for the ultimate widening of the mainline to 8 lanes.

Mr. Harrison stated that the surface roads connecting to the existing facilities will be attributed to SLR costs.

Mr. Harrison stated that for the County's contribution, the County is willing to pay towards the Flyover and may take some responsibility for the Loop Ramp. In the 2006 Agreement, the County was willing to fund up to a cap of $5,500,000 based on the responsibilities described in prior Development Order requirements.

Mr. Kunkel confirmed that the $5,500,000 number was a good estimate for the Flyover.

The County is also willing to contribute an additional 1.1 million bringing the County contribution to a total of $6,600,000.

Where does each dividing line occur? Need to know this information on order to determine how to divide the components in order to allocate costs.

Mr. Pratt suggested that the County and OOCEA contribute to increases required for the Loop Ramp.

Mr. Kunkel stated that the County is looking to SLR to pick up these costs.

Mr. Florio wants Road Impact Fee Credits for the Loop Ramp.

Mr. Nastasi asked, “Why should the County pay for the Loop Ramp since it benefits SLR?”

Mr. Harrison totaled the contributions to $32 million. SLR would contribute $13.5 million dollars, OOCEA $12.0 million dollars and the county $6.5 million dollars roughly.

Mr. Florio indicated that the total costs are estimated to be $36.2 million which include the re-design with additional costs required by OOCEA, without Right-of-Way costs for addition 6 acres, plus another 1.5 million in unaccounted for costs which totals $37.7 million dollars.

Mr. Harrison indicated that SLR would be responsible for $19.2 million dollars, OOCEA for $12 million dollars and the County for $6.6 million dollars in that scenario.

Mr. Kunkel stated that the County may be able to add additional costs if necessary, but would need to know what these costs would be for.

Mr. Nastasi stated that if the County pays for the entire cost of the bridge and half the cost of the Loop Ramp, then that is too much. SLR needs this improvement to access their property and the County should not be involved.

Mr. Nastasi stated that the Road Impact Fee Credits provided for surrounding roadways cannot exceed the total costs of the road network and must be apportioned to all properties not just SLR.

Mr. Harrison provided a history of the agreements. DRC through comments required the Development Order requirements. The County’s maximum contribution has been exceeded already. We cannot start from scratch, because if we go back and run the numbers the County’s contribution may end up being lower.

Mr. Florio asked if they can take the lump sum and apply any leftover amount from the cost of the Flyover and use it for the Loop Ramp. Mr. Florio stated that they would need to set up separate bids based on each party’s contribution amount.

Mr. Kunkel responded that the funds the County is contributing to the project would be able to be used for any item for the road, excluding work on the Beachline Expressway.

Mr. Nastasi stated that once we get past this discussion, then the other landowners must participate anyway.

Mr. Harrison recommended that there should be a set dollar amount contribution for the County and that it must include any Road Impact Fee Credits in the total contribution amount.

Mr. Florio suggested that in previous drafts of the Amendment that vested trips would be allocated to SLR.

Mr. Nastasi stated that the County is not generating traffic, SLR is generating the traffic and that they and future landowners will have to go through concurrency.

Mr. Pratt wants to insure that for full build out over 20 years, SLR has enough trips and is not limited by concurrency before it fully completes the project.

Mr. Nastasi stated that all roads are limited to 4 lanes in the multi-modal district.

Mr. Florio wants Road Impact Fee Credits for the portions of the road network that SLR dedicates Right-of-Way for, designs and constructs south of the interchange.

Mr. Harrison stated that Road Impact Fee Credits need to be within the $6.6 million offer. The County contribution calculations included the road and making the connection and came from the Development Order requirements.

Mr. Nastasi stated that southern roads now require more Right-of-Way and are all 4 lanes and need to include MMTD requirements.

Mr. Harrison said that the preference is to pick a number for the County contribution and not provide Road Impact Fee Credits.

Mr. Florio indicated that this piece is the first piece south of Innovation Way south of the Interchange and sets a precedent for other folks who come in later to follow with subsequent agreements.

Mr. Nastasi stated that if SLR constructs a 4-lane facility and the road connects, it could be eligible for Road Impact Fee Credits, but it is a timing issue. Each party should pay their fair share but also would be eligible to receive Road Impact Fee Credits for the portions of the road network constructed by each party.

Mr. McIntosh reiterated the precedent issue and stated that this will need to be a topic for the next landowner meeting.

Mr. Florio wants to make sure SLR gets a portion of its expenditures back from the other landowners for the portion of the road network installed by SLR.

Mr. Harrison stated that the County is also looking for some sort of reimbursement from the other landowners.

Mr. Nastasi indicated that there is a timing issue.

Mr. Harrison stated that SLR controls a large portion of the land and that the County is not comfortable with providing Road Impact Fee Credits, especially not up front.

Ms. Alfonso stated that SLR needs to perform before Road Impact Fee Credits are provided.

Mr. Nastasi stated that the County cannot provide Road Impact Fee Credits until all of the other landowners come in and make their improvements to the overall road network.

Mr. Pratt stated that Road E Agreement and MMTD requirements are decreasing risks for SLR in the future by providing some guarantees that the network gets built.

Mr. Harrison summarized what had been discussed at the meeting so far:

-Total figures
-Overall funding for the road network
-Funding mechanism to repay SLR and Orange County
-County not comfortable with providing road impact fee credits
-Possibility of future road impact fee credits if the road connects in the future.

Mr. Nastasi asked what the timeframe for everyone getting back together on this would be.

Mr. McIntosh asked to break out the total costs in the smallest possible components and include two lane costs as well as the cost for four lanes.

Mr. McIntosh stated that the Interchange number needs to be added up for all the other landowners. The landowners cannot be left out of the overall costs to be calculated per linear foot costs based on Mr. Sinclair's map of the road network.

Mr. Nastasi suggested they use the figure of the overall cost, less the OOCEA contribution, and less the party's share.

Mr. McIntosh wants to be consistent with the numbers.

Mr. Harrison suggested they use a $25 million dollar figure for Fishkind to run the numbers for the landowners.

Mr. McIntosh stated that it is possible the entire network gets built in pieces by each individual when they are able.

Mr. Harrison suggested either meeting separately once more or discussing these issues further at the Roadway Agreement Committee.

Mr. Florio wants to look closer at the numbers and then speak to OOCEA.

Mr. Harrison asked "What kind of reassurance does SLR need once the funding mechanism is in place?"

Mr. Pratt stated that they are structuring the County and SLR contributions similar to the 2006 agreements. The OOCEA contribution is fixed with the balance to Orange County and SLR; then the Orange County portion would be fixed and SLR pays the balance of the remaining costs.

Mr. McIntosh and Mr. Florio will meet with OOCEA.

Mr. Harrison asked that the County determine if they want to reconvene in the smaller group or return to the Roadway Agreement Committee.

Mr. Florio wants to meet with OOCEA again and see how far they can get.

Mr. Rich asked if the County is convening a landowners meeting anytime soon?

Mr. Nastasi responded that the County needs to meet with Mr. Fred Winterkamp first.

Mr. Florio asked to meet with Mr. Nastasi to review maps and Mr. Nastasi asked him to call the office to set up a meeting.

Mr. Harrison stated the need for SLR to meet with OOCEA to get the figures worked out.

Mr. McIntosh asked that if OOCEA will not pay for the additional 6 acres, would the County provide Road Impact Fee Credits for this additional Right-of-Way?

Mr. Harrison responded he didn't know since it was not a request made by Orange County.

Mr. Harrison concluded the meeting at 9:55 a.m.