



**ALTERNATIVE ROAD IMPACT FEE COMMITTEE**  
(Meeting Minutes)

**Meeting Date:** March 26, 2009

**Time:** 10:00 a.m. to 12:00 Noon

**Location:** **PUBLIC WORKS BUILDING**  
Main Conference Room – 1<sup>st</sup> Floor  
4200 South John Young Parkway  
Orlando, Florida 32839

**ARIF Committee**

Mark Massaro (Chairman), Director, Public Works Department  
Mirna Barq (Vice-Chair), Transportation Planning Division, Public Works Department  
Christine Lofye, Traffic Engineering Division, Public Works Department  
Chris Schmidt, Planning Division, Growth Management Department  
Ivelisse Torres, Growth Management Department

**County Staff**

Darryl Johnson, Traffic Engineering Division, Public Works Department  
Roberta Alfonso, County Attorney Office  
Ruby Rozier, Manager, Traffic Engineering Division, Public Works Department  
Linda Ramsey, Transportation Planning Division, Public Works Department

**Attendees**

Kevin Bergman, GMB  
Jorge Tolosa, GMB  
Loren Bender, SeaWorld  
Grace Pierce, Traffic Systems, Inc.  
Jay Galbraith, SeaWorld  
Kelly Smith, Smith & MacKinnon

Mr. Massaro called the meeting to order at 10:11 am.

**Review of Minutes**

The Committee reviewed the minutes from the March 12, 2009 meeting of the Alternative Road Impact Fee Committee (ARIFC).

**A motion was made by Ivelisse Torres to approve the meeting minutes, as amended. Seconded by Chris Schmidt . Motion carried.**

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### Lillibridge Medical Office Building Alternative Road Impact Fee Agreement Approval

Jorge Tolosa, GMB

Kevin Bergman, GMB

Mr. Tolosa and Mr. Bergman came before the committee to request approval of the Lillibridge MOB Agreement.

Ms. Lofye inquired who is responsible for payment if Lillibridge fails to uphold their end of the agreement and Ms. Alfonso replied that Adventist Health System (Florida Hospital) would be responsible since they own the land as described in the agreement. Ms. Alfonso also stated that is why the joinder was included in the agreement.

Ms. Alfonso mentioned to Mr. Tolosa that her office has made some changes to the boiler plate agreement template and would like those changes to be included in the agreement. Also, it would have no effect on the committee to approve or disapprove the agreement as it stands now. However, the changes must be made before it is sent to BCC for approval.

**A motion was made by Ivelisse Torres to approve the Lillibridge MOB Agreement. Second by Chris Schmidt. Motion carried.**

### SeaWorld

Mr. Bender came before the committee to discuss the long term relationship that SeaWorld and Orange County Government has and hoped to clear up any misunderstandings there might be regarding the alternative road impact fee agreement. Mr. Bender stated that over the last ten years, SeaWorld has paid over \$620,000 in fees to the County regarding the alternative road impact fee agreement. Also, SeaWorld has paid an annual fee of \$250,000 to the MSTU, and has contributed funding to various major roadways surrounding the SeaWorld area. Lastly, \$670,000 was paid to the county in January for 2008 fees, mostly related to the Aquatica Theme Park.

Mr. Bender mentioned that he or his staff was not aware of any ordinance changes in 2004 that would affect the rate that was agreed upon in the agreement. Mr. Bender believes the County should have notified SeaWorld of the rate increase. Ms. Barq inquired how many permits SeaWorld has pulled since 2004 and Ms. Pierce replied that they pulled approximately 56, but that doesn't include the new water park Aquatica. Ms. Barq stated that all the permits pulled reflected the 2004 ordinance update. Mr. Bender replied that may be true; however, when SeaWorld applied for permits after 2004 or paid its annual impact fees per the agreement, SeaWorld was not aware of increases to the ordinance.

Mr. Massaro inquired if SeaWorld is asking to revise the ten year old original agreement since a lot of changes have occurred in the area. Mr. Bender replied that he would like to resolve the present agreement before moving forward. Mr. Bender added that yes, the future agreements can be simplified, but the current agreement has SeaWorld owing money that needs to be contested. Ms. Lofye stated that Mr. Bender has a valid point that there has been no discussion of changes to the ordinance until now. Because of that, do we have the right to go back and ask them for money? And if we do have the right, should we? Ms. Lofye continued to say the agreement states that we can rectify the difference in the ordinances with the exception of the trip length, trip generation and percent new trips in the formula.

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Other parameters can be changed. Ms. Pierce stated that the formula changed in 1998 as well as 2004, so there isn't any consistency. Ms. Lofye replied that she is talking about updating capacity, construction cost, present value, MPG, gas taxes, license tag fees and policy factor; still using the net trip length using the same formula. Ms. Pierce replied that because of this, each time a permit is pulled, the cost continues to go up because of inflation cost. The cost of construction per lane mile in 1985 was \$600,000; in 1998 it was \$1.2 million and in 2004, the cost rose to \$1.6 million. Ms. Pierce also inquired when SeaWorld attendance moves up, the inflationary factor on ROW acquisition is built into fees for impacts to roads built by SeaWorld. Lastly, Ms. Pierce wanted to know why SeaWorld isn't allowed to use the tourist commercial trip length for its employees.

Mr. Massaro inquired if SeaWorld has completed an origin destination study, realizing that it is sensitive data, and Mr. Bender replied that they have been collecting data from their guests for over 25 years. Mr. Bender also stated that he would not release that data because once it is given to Orange County Government, it can become public record and he doesn't want it released to the public.

Ms. Rozier mentioned that part of the problem is that we believe that trip length is more than 3.9 miles and Ms. Pierce replied that she suggested using a weighted trip length in the formula. Ms. Pierce also added that with inflationary costs that continue to rise, it isn't fair that SeaWorld is being penalized with updates to the ordinance that isn't communicated to SeaWorld. Mr. Massaro replied that construction costs have more than doubled and the county has to make adjustments accordingly. Mr. Massaro also added that SeaWorld has influence over the roads in the area that the county has a responsibility to maintain and improve. Mr. Bender agreed with part of Mr. Massaro's assessment that any future agreements can incorporate adjustments, but feels that the current proposal has SeaWorld paying an unfair amount. Ms. Lofye stated that it was their consultant who submitted the methodology to Orange County. Mr. Bender acknowledged that his consultant issued the methodology, but was not aware that the calculation results would be so high and is not prepared to write a large check.

Ms. Barq suggested that since there are several issues that need to be resolved, let's concentrate on one or two issues, get those resolved and move on to the next concern. Ms. Torres stated that SeaWorld did receive transportation impact fee credits for a portion of the agreement for the Florida enhancement. Mr. Smith agreed, but said that was for South International Drive only.

Ms. Alfonso stated that some of the items will be legal issues or ordinance state law (policy issues) and everything will not be able to be resolved at this committee. Some policy items will have to be heard at a different forum, so please keep that in mind. Ms. Alfonso also stated that ordinance updates have to go through public hearings and notices and are published in the paper for everyone to know about them. The County does not personally contact individuals who may be affected because it is not physically possible.

Mr. Bender stated that his top two concerns are being charged retroactively because of the agreement. Mr. Bender believes being charged \$ 0.39 per person is fair. The number two concern is having Aquatica on a separate or new agreement because as it stands now, Aquatica impact fees are being paid under an agreement when Aquatica did not exist. Mr. Bender added that under the current agreement, it was determined that SeaWorld paid more than is fair share of impact fees for Aquatica.

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Ms. Rozier stated that based upon the agreement, the county did not update the formula; however, the construction costs should have been updated per the agreement. Ms. Lofye added that under normal circumstances it would not apply because the agreements are for 5 years. In SeaWorld's case, it is automatically renewable so updates can occur. Ms. Rozier suggested that Mr. Bender put in writing all the impact fees that they have paid the county per the agreement. Mr. Massaro inquired that if Mr. Bender believes he overpaid (Aquatica) in one aspect and underpaid (SeaWorld/Discovery Cove) the other, what is the total difference owed. SeaWorld must present a document to the committee showing the justification for their request, so that the committee can take action.

Mr. Massaro asked if monitoring was still an issue. Ms. Rozier replied that the county still has a right to monitor the site. Mr. Bender stated that the site should have been monitored in 2004. Ms. Pierce mentioned that there are various times throughout the year that SeaWorld can be monitored, not just during spring break and the results will be the same. Mr. Bender stated that his bosses do not want to be monitored. They don't like the image, or the appearance. Mr. Bender added that customers to SeaWorld believe the surveyors or the people monitoring the site are actual employees of SeaWorld. The employees dislike it as well; it brings a lot of hassle and disharmony. Lastly, Mr. Bender stated there has to be data or studies out there that can give information to the county. Ms. Rozier mentioned that SeaWorld may not like those results. Mr. Bender stated they could cross that bridge when the time comes. Ms. Pierce added that the information from the study is confidential and it isn't fair to divulge it to their competitors. Mr. Massaro suggested SeaWorld use the ITE Trip Generation rate if they do not want to be monitored. Mr. Smith inquired if there was a way where SeaWorld can provide the verification of data to the county, but have SeaWorld keep the data so it is not subject to public record. This way everything is confidential. Ms. Barq requested that they put together a monitoring proposal for the committee to consider if they want it to be different or their data kept confidential. Mr. Massaro said he would have to ask legal council for authorization.

Mr. Massaro inquired if proper signage would help and Mr. Bender replied that SeaWorld has plenty of signage on property for various things, but you can only put so many signs out without overbearing the situation or have an impact. Mr. Bender added that the amount of people you have to interview is extremely high. Ms. Barq asked if they could provide the trip length and trip generation to the county if the county can keep it confidential. Mr. Bender replied that it could be possible, but he needs to discuss the suggestion with his superiors.

Ms. Lofye inquired that if the county were to monitor, the dates on the agreement would have to be changed. Ms. Alfonso replied that there would have to be an amendment. Ms. Lofye added that the monitoring can't study the trip length because it wasn't part of the agreement; it has to replicate the original study. Trip length can be studied for establishment of the new rates for Aquatica. Lastly, any origin data provided by SeaWorld would have to ask zip code of the origin of this trip to SeaWorld, not the zip code of where they are from. Mr. Bender replied that the information they have is valid. Million dollar decisions are made with that data. The county should be able to use the same data to make their findings.

Ms. Rozier mentioned that the vehicle occupancy rate would need to be established as well. The number of people attending has to be converted to the number of vehicles coming into the park. Mr. Bender replied that they do all types of vehicle occupancy surveys all time. Ms. Rozier stated that information would be fine.

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Mr. Galbraith stated that they will regroup and provide documentation so that both sides can resolve on how to monitor. They will also provide the calculations used to determine what funds were paid toward impact fees. Mr. Bender also stated he will confer with his bosses and relay what was discussed here and let the county know what their thoughts are.

Ms. Alfonso will send an amendment to the agreement to Mr. Johnson. That amendment will expand when monitoring can be performed at SeaWorld. Mr. Johnson will send the documents to Mr. Smith and Mr. Bender for review.

**A motion was made by Chris Schmidt to adjourn the meeting. Seconded by Christine Lofye. Motion carried. The meeting was adjourned at 12:10 pm.**

**Next Scheduled Meeting:**

**Thursday, April 9, 2009 @ 10:00a.m.\_**

