



INTEROFFICE MEMORANDUM

**Minutes
Roadway Agreement Committee
Public Works Main Conference Room
August 21, 2019**

Members Present: Jon Weiss – Planning, Environmental & Development Services Dept. (Chair)
Diana Almodovar – Development Engineering Division
Raymond Williams – Engineering Division
Renzo Nastasi – Transportation Planning Division
Hazem El-Assar – Traffic Engineering Division
Paul Sladek – Real Estate Management Division
Eric Raasch – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office
Susan Martin – Risk Management Division
Jennifer Cummings – Public Works Engineering Division
Yahaira Gines-Rios – Public Works Engineering Division
Heather Coons – Planning, Environmental & Development Services Dept.
Heather Brownlie – Transportation Planning Division
Nannette Chiesa – Transportation Planning Division
Tammilea Chami – Transportation Planning Division
Ghulam Qadir – Engineering Division
Luis Alvan – Development Engineering Division
Stephanie Stone – County Attorney’s Office

Mr. Weiss called the meeting to order at 9:02 a.m.

Public Comment

Mr. Weiss inquired as to Public Comment - no members of the public wished to speak.

Approval of Minutes

The Committee reviewed the minutes from the August 7, 2019 Roadway Agreement Committee (RAC) Meeting.

- Page 2, line 95 add “ed” after “review” and add “work” after “title”

Mr. Sladek made a motion, with a second by Mr. Raasch, to approve the August 7, 2019 Roadway Agreement Committee Meeting Minutes with changes discussed. Motion carried unanimously.

Activity Summary

Ms. Brownlie advised the Committee that the APF Agreement for Developco was not approved on the August 20, 2019 BCC meeting. Developco may return to RAC once the terms of the agreement are changed at DRC before being rescheduled on the BCC agenda.

RAC CONSENT AGENDA ITEMS:

The Addison at Lake Bryan Proportionate Share Agreement (Vineland Avenue) – Present: N/A

- Exhibit A appears to show two parcels for future lot split but, the Committee agreed that the exhibit was sufficient.

Wetherbee Acres Proportionate Share Agreement (Boggy Creek Road) – Present: N/A

- REM previously requested to change the address on page one or the notice section; change was made prior to meeting

Mr. Williams made a motion, with a second by Ms. Almodovar, to approve the Proportionate Share Agreements for The Addison at Lake Bryan and Wetherbee Acres as presented. Motion carried unanimously.

RE-APPROVAL ITEM:

Fourth Amendment to Village H Horizon West Road Network Agreement (C.R. 545)

Road Affected: Avalon Road/C.R. 545

Present: Jim Cooper, John Prowell, Jonathan Huels, and Kathryn Smith

Previous RAC: June 19, 2019, July 17, 2019

County Staff Present: None

This agreement has gone through final review, and was returned with additional changes which are substantive in nature.

- Signal at Old YMCA Road, and how this will be addressed within the agreement
- Question of who will pay for the corner clips since page seven does not specify at whose cost and expense
- Committee decided to have the updated agreement go through final review again

Ms. Almodovar made a motion, with a second by Mr. Nastasi, to re-approve the Fourth Amendment to Village H Horizon West Road Network Agreement with changes discussed, subject to final review and approval by the RAC Committee before scheduling to BCC. Motion carried 6-1 with Mr. Sladek voting in the negative.

RAC AGENDA ITEMS:

First Amendment to Right-of-Way and Proportionate Share Agreement for Heartwood

Road Affected: Lake Pickett Road

Present: **No Applicant Present**

Previous RAC: None

County Staff Present: None

Page 1

- Within the title of the project on the first page, add “For” in front of “Heartwood”
- In paragraph 1 on line 1, delete “the” before “Agreement”

Page 2

- Change in ownership shall be specified
- 2nd Whereas – Current owner did not enter into the original agreement therefore, language requires adjusting

The Committee decided to recess the meeting instead of continuing the review of the agreement since the applicant was not present.

[RECESS 9:25A.M. – 9:32A.M.]

Village I Horizon West Road Network Agreement

Road Affected: C.R. 545 (Avalon Road) and Flemings Road

Present: Sean Ells, Mark Thomson, Lance Bennett, Mohammed Adhallah, A. Kurt Ardaman, Jose Cantero, Vivien Monaco, Adrianna Secula, Candice Smith, and Paul Rosenthal

Previous RAC: July 17, 2019, July 3, 2019, June 19, 2019, June 17, 2019, June 5, 2019, April 3, 2019, April 1, 2019, March 26, 2019, March 20, 2019, March 6, 2019, May 29, 2019

County Staff Present: Greg Scott, Shawn Kennedy

Mr. Weiss outlined the missing items to be finalized, including the trip table, before action can be taken.

The Committee commenced their review of the blackline version of the Village I Horizon West Road Network Agreement Page-by Page:

Page 1

- Need Evidence of Title submitted for all parcels

Page 2

- Line 58 cite the definition of Signatory Owners in Section 2.31

Page 3

- Line 90 after “Road Credits” add “(as defined below)”
- Line 95 delete “through the Orange County, Florida Board of County Commissioners (“the Board”)
- Line 108 after “sheet” add “(as defined below)”

Page 4

- Line 123 the word “not” has been deleted and shall either be restored or strike entire sentence
- Section 2.2 needs to refer to Flemings Road
- Lines 126-127 replace “necessary temporary and/or permanent easements” to necessary ROW&E as defined below”
- Section 2.5 shall include a more complete definition of Certificate of Completion
 - E-Permit process - one year warranty will be needed
 - Substantial Completion - CIP Project – Punch List required and County takes over maintenance Day 1
 - Certificate of Completion and Substantial Completion shall have separate definitions
 - Ms. Almodovar asked Ms. Kennedy to provide definitions for both
- Line 130 Change “as” to “the scope of which is”
- Line 132-133 Strike “initially signed by the Village Escrow Agent”
- Line 150 delete “the” before “OCTPD”
- Line 157 add “and” before “DEP”
- Line 157 after “acquisition” add “of uncontrolled lands as defined below”
- Line 158 after “conveyance” add “of Conveyed Lands”
- Line 158 after “improvements” add “as defined below”

Page 5

- Page 177 strike “right-of-way, easements,” replace with “ROW&E as described in section 13.1 below”
- Line 178 after “are” add “within the property controlled by the Signatory Owners that are”
- Line 191 delete “roadway and drainage”
- Line 192 capitalize “I” in “improvements”
- Mr. Nastasi stated that there was a discussion between Kolter and the County of construction of an additional throwaway section from Lake County to Orange County to make the connection to Lake County sooner than the 2026 outside date.
- Discussion of whether ROW would exist for Kolter to improve with a throwaway construction.
 - Mr. Ells asked for a separate meeting to discuss r-o-w connection to Lake County issue further in 2.13
- Line 186 add “construction permits” after “Engineering”
- Line 187 add the word “engineering” after “design”
- Line 188 remove parentheses and add a comma instead

Page 6

- Lines 210-211 change “warranted” to “required” in both instances
- Section 2.16 language shall adhere to Chapter 34 requirements
- Lines 236-241 delete “that is selected by a Constructing Owner to initiate and perform the PDS, and is responsible for completing the PDS, or completing the DE&P for a particular Road Segment in accordance with the terms of a contract entered into with the Constructing Owner for a particular component of work under this Agreement.” Due to it not being part of the PDS, this can be added to Section 2.25 on the next page if it is needed
- Line 239 “Road Segment” needs to be defined as “C.R. 545’ or “Flemings Road”
- Line 243 after “Project Engineer” add, ”in consultation with the County”
- Line 245 add “and determine the timing of” after the word “locate”
- Line 246 change “storm water retention ponds, and easements” to “ROW&E”

Page 7

- Section 2.25 Discussion took place on whether pre-selection of an Engineer would violate CCNA requirements, it was discussed by the committee that it did not apply in this case
- Section 2.27 Replace with “ROW&E shall mean collectively, R-O-W, SMAS, and Easements as defined in Section 13.3 below”
- Line 279 - add definition for Uncontrolled Lands that are not controlled by Signatory Owners
- Exhibit A needs to be larger and legible
- It was suggested to add header pages and increase size of exhibit for legibility

Page 8

- Line 302 add “as of November 13, 2018” after “County”

- Line 312 language shall be discussed with Brandy Driggers

Page 9

- Line 355 add “that was approved” after “Village I” and strike “for which a legally and technically sufficient at application for PD submittal was submitted”
- Line 358 delete “ shall be deemed to be in compliance with” and replace with “may proceed with the applicable development and”
- Line 363 after “fees” add “or reservation fees”
- Section 3.2 shall be re-worked to make the process clearer
- Mr. Thompson to follow up with Ms. Driggers and Ms. Coons on how the refund process will function in 3.2
- TCA account is required to be setup for Village I Escrow Agent
- Discussion ensued on the timing of credits for projects already holding CELs and how to handle this. This topic needs to be re-worded and that Ms. Alfonso will with additional language

Page 10

- Line 372-373 - Strike the last sentence due to it being in direct conflict with the Term sheet.
- Line 378- Cannot “preclude” other development if they go through the Concurrency process for either a road agreement or a prop share agreement according to the Comp Plan from which would go towards the Village I road network improvements
- Section 3.3 shall include the language in the Term sheet because it mirrors the Comp Plan
- Exhibit A-5 shall be updated with the revised version
- Exhibit A-6 shall be revised to include “Flemings Road” in the title
- Exhibit A-7 shall be updated with the revised version

Page 11

- Line 436-437 strike “if all of the right-of-way and related easements”
- Line 440-450 strike everything after “Exhibit “A-6”
- No biddable plans for Flemings - e-project even though the County is constructing second two lanes at a later date. County will need to re-design additional two lanes later on.
- Line 434 after “DE&P replace “shall” with “may”
- Line 435 after in accordance add “with the scope outlined on Exhibit A-6” and delete everything after it

[BREAK 9:25A.M. – 9:32A.M.]

- Line 434 - change ‘shall’ to “may”
- Discussion of the scope of work for Flemings and CR 545 and how design requires additional r-o-w beyond PDS
- Have not discussed which two lanes of Flemings to be constructed – two outer lanes / two north bound / two south bound / two inside? It was suggested that the two outside lanes be constructed so that future widening will be to the inside
- Lift Station will be in potential conflict in the future
- Discussion of easement and conflicts with Utilities on Flemings-Utility pipes already under construction
- Mr. Weiss asked that Engineering discussions be scheduled to take place outside of the Committee

Page 12

- Line 452 add “conveyed lands” after the word “the” in the sentence
- Line 452 strike “necessary ROW and any easements & E”
- Line 453 add an “s” after “provision”
- Line 454 after “to acquire any” add “uncontrolled lands”
- Lines 455-468 change ROW&E to “uncontrolled lands and strike line 455
- Lines 469-471 strike the first sentence and the word “however” and capitalize “N” in “no”
- Line 472 Delete “OCTPD” and replace with “Escrow Agent shall certify and provide”
- Line 480 add reference to acquisition commencing at 90% Design and not before
- Section 5.4 delete “ROW&E acquisition controlled by the Signatory Owners” and replace with “Conveyed Lands”
- Section 5.5 update to be consistent with earlier concepts

Page 13

- Line 497 add “County or” before “any owner”
- Lines 500-502 delete lines 500-502 as term sheet does not allow for credit for joint use ponds
- Line 520 discussion of timeframe; change “acquisition is unexpectedly delayed” to “or otherwise acquired”
- Line 531 change “cash fund” to “cash reimburse” and after “Segment 1 add a “, as detailed below”

- Specific invoices from Construction contractor will be needed to show actual expenditures
- Discussion ensued on the need for Section 5.9 since Section 15 is more detailed on this concept. Mr. Weiss suggested deleting lines 530 and 531 entirely
- Section 5.9 need to add specifics for Flemings to Section 6.6

Page 14

- Line 542 delete the word “transportation”
- Line 542 add “or cash reimbursement” after “credits”
- Line 544 add “as defined in the Term Sheet”
- Line 550 change “MOU” to “Interlocal Agreement”
- Mr. Ardaman suggested defining “Flemings Road Owners” further, this may need to be better defined in a Cooperation Agreement rather than in the Road Agreement. It was stated that the County is not party to the Cooperation Agreement nor can the County require the owners to be party to it.
Mr. Ells suggested holding a Village owners meeting to discuss separately outside of RAC
- Line 556 change “PDS” to “Alignment Study”
- Line 573 delete “as an E-project” unless confirmation can be provided before the BCC hearing that all right-of-way is controlled by the owners
- Line 565 Mr. Nastasi asked for specific evidence that all the right-of-way is controlled by Signatory Owners for assurance other than taking RAC representatives representation. There may be a need for right-of-way on the east side of 545 in the area of Flemings Road for intersection which is controlled by Disney and not necessarily a signatory owner
- Line 565 change “ROW” to “ROW&E”
- Line 571 add “to include intersection of C.R. 545 for improvement needed” as required by E-project
- Global change DEP needs to be DE&P throughout
- Line 576 change “ROW&E” to “Controlled Lands”
- Lines 578-580 strike sentence an either add it elsewhere or as a standalone Section as new 7

Page 15

- Section 6.3 is addressed in Section 8.1 (b) so move the language from 6.3 to 8.1 (b) which is the same as Section 8.4. the two sections overlap
- Section 6.5 needs to be discussed with the applicants, Lake County, and Kolter

Page 16

- Section 8.1 (b) still needs an appraisal value for the cost of Flemings above and beyond the \$22,500 APF value

Conclusion of the meeting

- Mr. Weiss asked Mr. Thompson to make changes up to Section 8 and resubmit especially since moving items from 6.3 into Section 8
- Ms. Alfonso will e-mail her changes to the applicant
- Meeting needed for Lake County Connection to be facilitated by Mr. Nastasi
- Meeting needed for Flemings Design parameter are to be facilitated by Mr. Williams

The next meeting will be started with page 16 Section 8.

Mr. Weiss adjourned the meeting at 12:16 a.m.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631.

Para mayor información en español, por favor llame al (407) 836-3111.