



INTEROFFICE MEMORANDUM

Minutes
Roadway Agreement Committee
Public Works Main Conference Room
February 19, 2020

Members Present: Jon Weiss – Planning, Environmental & Development Services Department (Chair)
Diana Almodovar – Development Engineering Division (Vice-Chair)
Brian Sanders – Transportation Planning Division
Raymond Williams – Engineering Division
Humberto Castillero – Traffic Engineering Division
Paul Sladek – Real Estate Management Division
Eric Raasch – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office
Jennifer Cummings – Public Works Engineering Division
Susan Martin – Risk Management
Jeff Dunn – Development Services Department
Tammilea Chami – Transportation Planning Division
Nannette Chiesa – Transportation Planning Division

Mr. Weiss called the meeting to order at 1:35p.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 February 5, 2020 Roadway Agreement Committee (RAC) Meeting.

Mr. Sladek made a motion, with a second by Mr. Castillero, to approve the February 5, 2020 Roadway Agreement Committee Meeting Minutes as presented. Motion carried unanimously.

Activity Summary

- Mr. Weiss reviewed items pending on the Activity Summary.
- Mr. Weiss inquired if the Waverly Walk Proportionate Share and the Fifth Third Bank Proportionate Share Agreement had been approved at the last BCC meeting. Tammilea Chami acknowledged that they had been.
- Tammilea Chami informed the Committee that the Serenade at Ovation will be scheduled for the March 10th BCC consent agenda.
- Mr. Weiss stated that the Gem Groves Agreement is currently in Final Review.
- Eric Raasch informed RAC that SilverLeaf is scheduled for next week’s DRC, Developco still has not been scheduled back to DRC, and Gem Groves is scheduled for P&Z in March.
- Mr. Weiss explained what is reflected on the trip matrix for the Village I development is associated with CEL’s.

RAC CONSENT AGENDA ITEMS:

- None

RAC AGENDA ITEMS:

- None

Second Amended and Restated Road Impact Fee Agreement Vineland Pointe Planned Development

Road Affected: Vineland Avenue

Present: Kent Hipp

Previous RAC: February 05, 2020
Staff Present: None

Ms. Weiss explained that the Agreement has returned to RAC due to changes needed within the terms within Agreement related to timing with the FDOT and to discuss some other post meeting changes after the last RAC.

Mr. Hipp provided an overview to the committee. He stated that the ten day time frame was not going to work with the FDOT after having discussions with them. He stated that there was a phone conversation with Greg Lee, Renzo Nastasi, Heather Brownlie, and the FDOT. The FDOT process and procedures would not work with the terms within the Agreement. He then went on to explain that the process the FDOT must go through has a more lengthy process than just accepting a quit claim deed. Also, that FDOT would not start constructing the ramps until they had all the ramp right-of-way donated in a timely manner. The FDOT will then have a commitment to start construction on the ramps by October 2021. Within the proposed Agreement there is a 6-month time frame to have a signed purchase Agreement with the FDOT.

The Committee commenced their review of the redline version of the Second Amended and Restated Road Impact Fee Agreement Vineland Point Planned Development Page-by Page:

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Discussion took place on the information found within lines 64 through 81. Mr. Raasch stated the that the language needs to be modified in lines 74-76 because it will not be running concurrently with the PD CDR. Ms. Alfonso questioned line 67 that references 2017. Mr. Raasch stated that he would double check and verify all the dates.

- Line 64 add “Board of” in front of “County” and add “Commissioners” after “County”
- Line 66 strike everything after “CDR-15-05-145” up to the end of the sentence
- Line 74 add “anticipated to be” in front of “amended”
- Line 75 replace “approval” with “BCC consideration” and if the Agreement is not scheduled on the same day as the PD/LUP then “concurrently” will need to be struck
- Line 77 change “which has been” to “as” and, add a comma after “amended”
- Line 78 strike “and now”
- Line 79 change “comprised” to “composed”
- Ms. Alfonso will send her other minor clean up items to Mr. Hipp.

Page 4

- Lines 84 to 85 move “previously” from in front of “deposited” to in front of “estimated”
- Line 89 insert “FDOT” in front of “I-4”
- Line 104 replace the period with a semi-colon

Page 5

- Line 118 italicize “Altis”
- Line 125 add “or structure” after “building”

Page 6

- Line 144 add “completion” before “Modified”
- Line 145 add “completion” before “design”
- Add “Design” definition to the Definitions section and strike everything but “design” in Section iii

Page 7

- Line 150 move “DE&P” to the Definitions
- Line 151 change “and any permitting for mitigation (the Design)” to “including any mitigation required for permitting”

Mr. Williams questioned if there was any consideration given to the County for donating the property after it was conveyed due to concerns with timing. Mr. Hipp explained that if the 6 month time frame is not met then this Agreement goes away and the previous Agreement will control.

- Discussion ensued on “its interests” in lines 157-159. It was explained that there is a Billboard property that is not owned by Vineland. Mr. Sladek advised to take out the reference “its interest” on 158-159 and clarify it.
- Line 165-166 strike “including but not limited to” and replace with “for”

Mr. Sladek inquired on the wording of lines 167-175. The language reads as if the old Agreement is the operative agreement and has a clause about the parties restoring the same as if it will take subsequent document or agreement. He did not believe the intent was to come back for an additional agreement. Mr. Hipp stated he would address it within the Agreement.

Ms. Alfonso requested clarification of language starting on line 172 (re-depositing any released Escrowed funds and credits). Mr. Weiss requested that Mr. Williams work with Ms. Alfonso together with the applicant on the language.

Page 8

- Line 178 strike “make good faith and reasonable efforts to coordinate with and”

Page 9

- Line 205 change “design” to “DE&P,”
- Line 207 “Design” to “DE&P”

Discussion on line 213 took place on the intention of the wording and how this would be approached when dealing with changes during construction. Mr. Weiss requested that Mr. Williams, Ms. Alfonso, and Ms. Mathes with Purchasing and Procurement meet to determine if the language suffices to give the County an appropriate point of engagement with Engineering.

Page 10

- Line 221 after “for the” add “construction of”
- Line 226 add “of services” after “scope”
- Line 232 add “and comment” after “review” and strike “approval”
- Line 233 after “and” add “approve”

Page 12

- Line 267 add “, temporary or permanent ,” after “occupancy”

Page 13

- Line 304 strike “for all Approved Costs”

Page 14

- Line 314 strike “for all Approved Costs”
- Section (b) shall be placed in chronological order. The PDS comes before the 100% Completion
- Lines 319 through 321 was to be stricken from the last meeting or add clause that states this is a private Agreement that the County is not involved in

Page 15

- Line 335- Orange County Section 23-95 (d) allows for refunds. The wording was correct in the previous draft. Revert back to the original language

Page 17

- Lines 412 and 413 add “including without limitation Certificates of Occupancy”

Page 18

- Line 419 remove the extra space between “P” and “O”
- Line 428 add “and legal” after “attorney”
- Exhibit C
- Include the previous version within the approved Agreement of this Exhibit that included the boxes and the Exhibit shall be clearer from the Third Amendment

Missing Exhibits

- Include Exhibits that have not been provided for within this version of the Agreement
- Header numbers within the Exhibits need to be corrected

Mr. Sladek made a motion, with a second by Mr. Sanders, to approve the Second Amended and Restated Road Impact Fee Agreement with the changes discussed. Mr. Williams voted in the negative. Motion carries 6-1.

[BREAK 2:49 p.m. – 2:58 p.m.]

Mr. Williams left the meeting at 2:50 p.m.

Discussion of First Amendment Poinciana Boulevard Extension Agreement

Road Affected: Poinciana Boulevard

Present: Mohammed Abdallah, Bob Paymayesh

Previous RAC: December 11, 2019

Staff Present: None

Mr. Abdallah informed the committee that since the RAC meeting of December 11, 2019, he had met with Transportation Planning and has submitted a Traffic Study. He has submitted a bullet point Project Summary for this meeting.

Mr. Weiss will look to Legal to determine what type of Agreement this would be; if it is a Supplemental, Amendment, or Restated. He also explained that there are provisions in the original Agreement that we would not be looking to modify, there may also be some party issues.

Bob Paymayesh explained that he has Agent Authorizations from all the original owners and they are on board. The original owners are just waiting on feedback to the type of agreement and what direction this will go in.

Mr. Abdallah went through the Project Summary bullet points

- The first few bullet points are identifying the project
- Three original properties of the four have conveyed the property (80 feet of right-of-way and 20 foot easements on either side for a total of 120 feet along the Poinciana alignment) but have not constructed their portion of the road
- They are currently entitled to 1,440 apartment units which would generate an impact fee of approximately 3.6 million
- The owners are proposing to construct the missing ½ mile lane of Poinciana Boulevard with a tie in to the existing Osceola Poinciana which is a two lane road with on street parking. The proposal is to do a four lane transition with pavement markings and a temporary innovative intersection that was vetted through Mr. Ng and Mr. Sanders. Sufficient right-of-way would be conveyed for a full roundabout.
- The ½ mile is estimated at 3.75 million of construction costs based upon the County-wide Average Cost
- In consideration of the construction the owners are looking for impact fee credits up front rather than waiting for the connection to International Drive missing link on the Siegel piece, which is out of their control. This will be a condition modification request.
- The capacity demand and the analysis, the 1440 units would require roughly 16 percent of the 4 lane capacity. This would result in an 83.7% request on the impact fee for all applicable costs. Estimation based upon the 3.75 million about 3.1 million in credits for that construction would be requested.

Mr. Weiss stated the last few bullet points answered the questions he asked that he had on the impact fees from other development in this corridors and if this project would pay for itself or if we had to pipeline other impact fee to this connection. Based upon the quick analysis they are close and the connection to Osceola County will be made.

Ms. Almodovar informed Mr. Weiss that the two lanes would not be impact fee creditable

- There was a meeting with Osceola County and the applicants will need to get with them to compare the plans so that we do not have a gap in the roadway
- The two lane connection is valuable to the County due to the added capacity. The committee will need to make a decision about the reimbursement of the short stub.
- The numbers presented are based upon the 4-lane pavement only
- Ponds are joint use so there would not be any credits
- Break down numbers will need to be provided to Mr. Williams due to the numbers seemingly high if the numbers only represent the 4-lane pavement

- The numbers will be better vetted moving forward and put into the draft Agreement.

Mr. Sladek requested clarification on a few of the bullet points

- The owners have several parcels, but not all. The applicants stated that they will not need any right-of-way from the parcels that are not part of the Agreement.
- The current design is showing that 100% of right-of-way is owned or controlled 100%
 - Mr. Paymayesh explained that if the southern traffic circle becomes a full roundabout then a small portion of the roundabout that will have to come from the property owner that is not part of the Agreement. However, when that property comes into develop then there would need to be a separate Agreement from that owner if a full circle is needed in the future.

The Committee discussed what form type the Agreement would take. Mr. Sladek's opinion is that doing a new agreement would be easier with adding the original parties as Joinders and not terminate the old one.

- The original Agreement had a clause that credits/funds would be held until the connection to International Drive was connected and this provision needs to survive.
- If the other owners want the same provisions as the proposal then the impact would need to be known, as costs and context have changed since the 1999 Agreement.
- The original owners may not be entitled to anything based upon a subsequent Construction Agreement not being completed prior to construction.

How the first draft Agreement is written and who is party to the Agreement will dictate the path forward and the potential concerns

Mr. Abdallah asked for clarification from Mr. Sanders related to what is considered in the roadway cost.

- There are things outside of the right-of-way that are considered within the Average cost of mile
- The cost of this construction would probably be something less due to it not being all inclusive of what the County counts in the Average cost
- Sidewalks that are not in fee would not count towards the County Average cost since the developer could still use that land towards the density, setbacks, etc.
- International Drive PD requirements would require additional easements. However, the original Agreement satisfied the transit easement requirement

The applicant was advised meet to with Mr. Sladek and Ms. Alfonso prior to submitting a Draft Agreement to RAC to discuss the structure of the Agreement.

Mr. Weiss adjourned the meeting at 4:00 p.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.