



INTEROFFICE MEMORANDUM
Minutes
Roadway Agreement Committee
Public Works Main Conference Room
November 10, 2021

Members Present: Jon Weiss – Planning, Environmental & Development Services Department (Chair)
Diana Almodovar – Development Engineering Division (Vice-Chair)
Renzo Nastasi – Transportation Planning Division
Raymond Williams – Public Work Engineering Division
Hazem El-Assar – Traffic Engineering Division
Tamara Pelc – Real Estate Management Division
Eric Raasch – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office
Joy Carmichael – County Attorney’s Office
Susan Martin – Risk Management Division
Jennifer Cummings – Public Works Engineering Division
Yahaira Gines – Public Works Engineering Division
Heather Brownlie – Transportation Planning Division
Tammilea Chami – Transportation Planning Division
Nannette Chiesa – Transportation Planning Division

Mr. Weiss called the meeting to order at 1:33 p.m.

Public Comment

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

Mr. Weiss announced that in-person RAC meetings are resuming with this meeting.

Approval of Minutes

The Committee reviewed the minutes from the November 10, 2021 Roadway Agreement Committee (RAC) Meeting.

Page 1

- Change Chairman status to “virtual”

Page 2

- Line 59 delete “s” after Ms. Barq and change “revised” to “revise”
- Line 60 change “provided” to “provide” and change “update” to “updated”

Ms. Almodovar made a motion, with a second by Mr. Williams, to approve the November 10, 2021 Roadway Agreement Committee Meeting Minutes as presented. Motion carried unanimously.

Activity Summary

Mr. Weiss reviewed the upcoming BCC items and noted that the Avalon Groves PD – South Parcel Right of Way Agreement is being scheduled on the December 14, 2021.

Mr. Weiss reviewed the three Proportionate Share Agreements scheduled on the November 30th BCC.

RAC CONSENT AGENDA ITEM:

The Church of Jesus Christ Of Latter-Day Saints Winter Garden Stake Center Proportionate Share Agreement

Road Affected: Avalon Road

Present: Chris Dunn

Previous RAC: None

County Staff Present: Mirna Barq

Page 1

- 2nd Whereas replace “within the County’s Urban Service Area” with “not located in the County’s Urban Service Area”
- 1st Paragraph capitalize “d” in “day”

Mr. Weiss confirmed with Ms. Alfonso that this item will be removed from the consent agenda to the non-consent agenda due to the corrections discussed.

Ms. Almodovar made a motion, with a second by Mr. Raasch, to approve the Proportionate Share Agreement for The Church of Jesus Christ Of Latter-Day Saints Winter Garden Stake Center with changes discussed. Motion carried unanimously.

Crystal Creek Animal Hospital Expansion Proportionate Share Agreement

Road Affected: John Young Parkway

Present: Charlie Joseph, Giovanni Vergel

Previous RAC: None

County Staff Present: Mirna Barq

Ms. Almodovar made a motion, with a second by Mr. El-Assar, to approve the Proportionate Share Agreements for Crystal Creek Animal Hospital Expansion as presented. Motion carried unanimously.

RAC NON-CONSENT AGENDA ITEM:

Hamlin Paramount Urgent Care Proportionate Share Agreement

Road Affected: Avalon Park/CR 545

Present: Mark Thompson

Previous RAC: None

County Staff Present: Mirna Barq

Hamlin SW Medical Office BLDG E-1 Proportionate Share Agreement

Road Affected: Avalon Park/CR 545

Present: Mark Thompson

Previous RAC: None

County Staff Present: Mirna Barq

Ms. Almodovar made a motion, with a second by Mr. El-Assar, to approve the Proportionate Share Agreements for Hamlin Paramount Urgent Care and Hamlin SW Medical Office BLDG E-1 as presented. Motion carried unanimously.

RAC NON-CONSENT AGENDA ITEM:

Second Supplemental Road Agreement to Hartzog Road Right of Way Agreement

Road Affected: Hartzog Road

Present: Greg Lee

Previous RAC: 8/18

Mr. Lee provided an overview of the current changes including obtaining updated title work, revising the legal and sketches, and working with the Owners on the easement document form.

- Road is under construction and scheduled for completion in December 2021.
- Orange Lake is the master developer, but other landowners such as Pulte and Meritage are now involved also.
- One purchaser no longer needs to drain into Pond 3 and only 0.48 acres are draining into Pond 4.
- Pulte’s attorney Paul Sladek made a proposed change to Section 2(g). (Mr. Lee provided handout and discussed)

Ms. Almodovar stated that Ponds 3 and 4 primarily drains only County water and would prefer for the County to maintain the ponds rather than the Developer.

The Committee commenced their review of the Second Supplemental Road Agreement to Hartzog Road Right of Way Agreement Page-by-Page:

114 Page 1

- Remove the word “Tax” before Parcel IDs
- Add Whereas on Page 2 that identifies the Parcel IDs as “the Orange Lake Property” as a defined term

116 Page 2

- Line 58 change “joint use” to “shared use” (and throughout the document)
- Re-word the Whereas Clause at the end of the page to remove “in favor of” and replace this with the language provided by Ms. Alfonso
- Shared Pond only for Pond 4 not Pond 3 so need to separate out
- Change “2021” to “2022” in the header

122 Page 3

- Line 75 add “simple” between “fee” and “title”
- Need to include specific amount of water to be included in lines 63-64 per Ms. Jennifer Cummings request

126 Page 4

- Line 89 change “thirty (30)” to “ninety (90)”
- Section 2(d) need to state no reimbursement statement
- Line 100 change “Audit” to “Assessment”
- Line 100 change “thirty (30)” to “sixty (60)”

128 Page 5

- Section 2(g) add new/additional language from Paul Sladek
- Line 117 revise timing – need ROW prior to Certificate of Completion
- Line 128 change “joint use” to “shared use”

134 Page 6

- Section 3 Exhibit C reference “Shared Use” not “Joint Use”
- Need more information and description of Exhibit D requirements – separate into separate section from Exhibit C
- Line 130 change “Retention” to “Stormwater” for consistency (and throughout the agreement)

140 Page 7

- Line 173 add definition of Defined Lands for Orange Lake Property
- Line 170 change “Florida” to “FL” for consistency (and throughout the document)

142 Exhibits

- Add Exhibit A Project Location Map (to show Orange Lake Property and possibly tie into defined term)
- Exhibit A (to become Exhibit B to be separated into 2 L&S and updated and revised)
- Exhibit B (to become Exhibit C) is the form of Special Warranty Deed which needs updated exhibits
- Exhibit C (to become Exhibit D) reference only Pond 4 attach only Legal for Pond 4
- Shared Use Pond Agreement will need to be further revised in coordination with Legal and REM
- Add BCC language provided above authorizing REM to proceed with conveyances
- Page 30 Delete reference to Pond 3
- Page 30 add blank for recording information for Second Supplemental
- Page 30 Line 550 remove “even date herewith”
- Page 30 Line 577 change “statutory” to “special”
- Page 31 Line 598 remove “the County acknowledges”
- Page 31 Lines 595-596 need to be more specific as to area
- Page 32 subsection (c) strike damages clause for enforcement and remedies
- Page 32 Strike Subsection (d) also
- Page 33 Line 712 change “Florida” to “FL”
- Title exhibits within exhibits to be as clear as possible

160 [Break 2:55 p.m. to 3:09 p.m.]

162

COMMITTEE DISCUSSION: RAC Templates:

164

Ms. Alfonso discussed the various updates to the templates circulated.

166

1. Right of Way and/or Transportation Impact Fee Agreement

168

- Per Mr. Weiss language has been added for density/intensity.
- When impact fees increase the credit account does not and this needs to be specified in the template
- Page 1 line 5 the word “Tax” was removed from “Parcel ID #”
- Page 1 line 20 Principle Place of Business as specific address has been added

170

- 172 ▪ Add a Whereas Clause to be inserted to state title work has been reviewed
174 ▪ Page 2 line 51 updated “his or her” to “that person’s designee”
176 ▪ Page 3 line 64 updated “thirty 30” to “ninety (90)”
178 ▪ Page 4 line 75 updated “thirty (30)” to “sixty (60)”
180 ▪ Page 6 lines 142-149 need to change “Florida” to “FL” for consistency (and throughout agreement templates)
182 ▪ Page 7 line 158 updated to clarify that it is the Owners responsibility to record within 30-days
184 ▪ Page 8 line 292 a blank line has been added so applicant can input the amount of parties
- 180 ○ Ms. Gines asked for a provision that no easement can be placed on the property unless a subordination is provided.
182 ○ **Ms. Alfonso to add language regarding matters of record in line 55 as of the effective date of this agreement.**
- 184 2. First Amendment to Right of Way and/or Transportation Impact Fee Agreement
186 ○ Ms. Alfonso stated this template was updated with similar changes just discussed, and a Joinder and Consent was added.
- 188 3. Transportation Network and/or Construction Template
190 ○ Ms. Alfonso stated a various amount of different provisions were added to this template that had been added to previous agreements.
- 192 Committee Members had no comments on the Committee Discussion. The discussion will resume at a future RAC Meeting.
- 194 Mr. Weiss adjourned the meeting at 3:32 p.m.
- 196 **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.**
- 200 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.
- 202