



**INTEROFFICE MEMORANDUM**  
**Minutes**  
**Roadway Agreement Committee**  
**Public Works Main Conference Room**  
**April 9, 2025**

**Members Present:** Jon Weiss – Assistant County Administrator (Chairman)  
Mindy Cummings – Real Estate Management Division (REM) (Vice-Chair)  
Hazem El-Assar – Traffic Engineering Division  
Matthew Kalus – Development Engineering Division  
Mirna Barq – Transportation Planning Division  
Nicolas Thalmueller – Planning Division  
Ghulam Qadir – Public Works Engineering Division

**County Staff Present:** Anmber Ayub – Real Estate Management Division (REM)  
Naresh Budhu – Fiscal & Operational Support Division  
Tammilea Chami – Transportation Planning Division  
Nannette Chiesa – Transportation Planning Division  
Jennifer Cummings – Public Works Engineering Division  
Yahaira Gines-Rios – Public Works Engineering Division  
Sapho Holley – Transportation Planning Division  
Joe Kunkel – Public Works Director  
Adam Joyner – Risk Management Division  
Andrew Mai – County Attorney’s Office  
Renzo Nastasi – Chief Transportation Advisor

Mr. Weiss called the meeting to order at 9:04 a.m.

**Public Comment**

Mr. Weiss inquired as to Public Comment – eight Lake County residents spoke regarding the Flemings Road connection. Mr. Weiss provided technical insight into the County’s efforts to commence and complete the Fleming Road connection into Lake County.

**Approval of Minutes**

The Committee reviewed the minutes from March 26, 2025, Roadway Agreement Committee (RAC) Meeting.

*Ms. M. Cummings made a motion, with a second by Mr. Kalus, to approve the March 26, 2025, Roadway Agreement Committee Meeting Minutes as presented. Motion carried unanimously.*

**Activity Summary**

Ms. Chami informed the Committee of the Proportionate Share Agreements that have been scheduled to the Board and provided a status of the Horizon-West Town Center (Mckinney Road PD/UNP) Adequate Public Facilities and Road Network Mitigation Agreement.

**RAC CONSENT AGENDA ITEM**

**El Car Wash Sand Lake Proportionate Share Agreement**

Road Affected: Sand Lake Road  
Previous RAC: None  
In Attendance: None

**Millenia Park Multifamily Phase 2 Proportionate Share Agreement**

Road Affected: Conroy-Windermere Road & John Young Parkway  
Previous RAC: None  
In Attendance: Hector Vidal

**Nona West Multifamily Phase 2 Proportionate Share Agreement**

Road Affected: Boggy Creek Road  
Previous RAC: None  
In Attendance: Jonathan Huels

*Ms. M. Cummings made a motion, with a second by Mr. Qadir, to recommend approval of the Proportionate Share Agreements for El Car Wash Sand Lake, Millenia Park Multifamily Phase 2, and Nona West Multifamily Phase 2 as presented. Motion carried unanimously.*

**RAC NON-CONSENT AGENDA ITEM**

- None

**RAC AGENDA ITEM**

**Second Amendment to Village I – Horizon West Road Network Agreement (3<sup>RD</sup> RECONSIDERATION)**

Road Affected: C.R. 545 aka Avalon Road, Flemings Road and Hartzog Road  
Last RAC Appearance: 02/12/2025 (No Motion)  
RAC Approvals: 12/11/2024, 08/07/2024  
Previous RAC Meetings: 07/17/2024, 06/19/2024, 06/05/24, 05/15/2024  
In Attendance: Mark Thomson, Kurt Ardaman, Jim Karr, Kevin Walsh, David Brown, Tamara Pelc  
Paul Rosenthal, Jonathan Huels, Brent Bartholomew, Dell Avery, Andrew Hall

Mr. Weiss opened the discussion with historical context of the Second Amendment to Village I (Second Amendment). The proposed Second Amendment has been in discussion for more than two and a half years. He is of the opinion that the substantial changes to the terms of the Agreement has not continued to move in favor of the County. Benefits of the Second Amendment to the County include converting the cash compensation of Flemings Road for the additional 2-lanes into credits and adding Segment 7 (Hartzog Road completion). He compared the approved Village I Road Network Agreement (Original RNA) to other Horizon West agreements, noting that the County provided Village I with the most aggressive trip release schedule and deviated from the \$22.5K per acre for conveyed lands associated with the additional 2-lanes of Flemings Road. At this time, Mr. Weiss is uncertain about considering additional changes to the terms.

Mr. Thomson appreciates the comments provided by the Lake County residents and is sensitive to the issues and responded to the opening remarks made by the RAC Chair. In summary, the County requested the Village I Owners to upgrade the two lane Adequate Public facilities (APF) Road into 4-lanes, and to complete the south-end of Avalon Road (Segment 1). In consideration of the requested road improvement upgrades the County agreed to a greater compensation from the standard \$22.5K per acre. The County requested to convert the standard cash reimbursement obligation to a road credit obligation that took a considerable amount of time to work through the complex details. In addition, the County also requested the Village I Owners to complete the two north lanes of Hartzog Road which introduced certain terms from the existing Hartog Road Agreement into the Second Amendment which took time to negotiate.

Mr. Thomson stated the timing delay has not been from a lack of effort on part of the Village I Owners, explaining that this is a very complicated matter for both sides. The Village I Owners are just as motivated to get the Second Amendment completed and to have the connection between the two Counties.

Mr. Weiss stated that ultimately both sides need to find a balance when resolving the outstanding issues and how the balance is proceeding, especially as it relates to the passage of time in order to finalize the Second Amendment.

The Committee commenced review of version 18 (redline) of the Second Amendment to Village I – Horizon West Road Network Agreement Page-by-Page:

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Mr. Rosenthal informed the Committee that a package with the required RAC submittal documents was forwarded to County Legal for review. Mr. Mai received the package, and upon a cursory review expressed concern that not all the Signatory Owners provided the documentation. He stated the signatories of the Original RNA will need to be signatories in the Second Amendment. On behalf of the Village I Owners, Mr. Rosenthal disagrees with the opinion of County Legal.

Mr. Weiss will defer to County Legal upon further review to discover any potential nuisances relating to the required Signatories.

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Mr. Thomson advised that the commencement and completion dates for Flemings Road were revised to May 2025 and November 2026 in Section 3.1(c).

Mr. Brown provided a status of the Geotech for the Disney Pond.

Mr. Weiss addressed the Lake County residents in the audience to explain the technical complexity behind the connection of Flemings Road. The commencement date in the Original RNA compared to the Second Amendment is not being delayed. The delay is in the construction completion date which is due to the length of time needed for the construction of the road. Road construction generally takes 18 months to complete and perhaps the time duration was not taken into consideration in the Original RNA.

Mr. Weiss inquired if Mr. Kunkel has had the opportunity to speak with Mr. Brown or Lake County about opening the Flemings Road connection into Lake County during construction. Mr. Kunkel outlined certain details regarding Maintenance of Traffic (MOT) for Flemings Road. He informed the RAC Chair of internal discussions with Staff regarding the significance and critical issues with opening Flemings Road during construction, but the concept is being explored. Mr. Brown has concerns with the MOT concept and prefers Flemings Road to remain closed during construction for a more efficient and quicker delivery.

Ms. M. Cummings proposed designating Mr. Kunkel as the Delegation of Authority in order to modify the Construction Schedule without transmitting a Third Amendment to the Board. Mr. Mai advised the “good faith efforts” language referenced in Section 3.1(c) is soft enough language to provide for an extension without another amendment to the Agreement. Mr. Weiss requested Ms. M. Cummings to provide new language. A brief discussion ensued. The Committee deferred the discussion.

Mr. Weiss inquired if Engineering had discussed the timing introduced within Section 3.1(c). Mr. Qadir confirmed that Engineering is comfortable with the proposed changes.

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Mr. Weiss questioned the effectiveness of referencing Section 8.5(a) within Section 3.1(c). Mr. Thomson explained that the reference was inserted due to the issue pertaining to cash reimbursement vs. credit reimbursement, as it relates to the exclusion of compensation for easements when it comes to road credits.

According to Mr. Rosenthal, after the Village I Owners (M/I Homes & Titian) consented to receive road credit compensation in lieu of a cash compensation the concept of receiving compensation for temporary easements emerged. These Owners contend that if the County had an obligation to provide cash compensation for easements under the cash reimbursement obligation for upgrading the APF Road to 4-lanes, then the same concept should apply for road credits. The language was inserted as reference to nullify the exclusion of the easements from Section 8.5(a) of the Original RNA, thereby providing the allocation of credits for easements.

Mr. Weiss noted the practical effectiveness of the reference to Section 8.5(a) is not in this section. The Committee has consistently expressed concerns regarding the compensation for Temporary Construction Easements (TCEs).

Mr. Rosenthal provided a handout with excerpts from Section 13.1 of the Original RNA that defines temporary and permanent easements. Discussion ensued regarding the distinction between permanent and temporary easements.

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Mr. Weiss requested clarification of the new language in Section 6.5. Mr. Thomson stated any time there is a nuance to a specific provision it has rippling effects throughout the Agreement. The new language continues the same discussion of Section 8.5(a).

Mr. Qadir expressed concerns with the compensation for Right-of-Way and Engineering (ROW&E) TCEs.

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Mr. Weiss explained the push back from Committee Members includes the fee simple appraised value of \$181K per acre, which is considerably higher than the standard \$22.5K per acre. Furthermore, the County does not typically provide TCE compensation for ROW&E of conveyed lands, this significantly increased the County’s cost to approximately \$1M. Mr. Rosenthal disagrees that the value in the agreement was a fee simple number; it was a negotiated number between the parties.

Mr. Brown has been working with Ms. Gines-Rios on the Sketch of Description (SOD). She alerted that Poulos & Bennett inadvertently counted the Gem Groves Pond as Non-APF in the SOD. On the contrary, the Gem Groves Pond included an APF contribution which will reduce the amount of restitution from the County in form of credits.

M/I Homes removed all the utility easements from the SOD. These changes will reduce the amounts reflected on page 6 from \$1.38M to \$1.26M.

Discussion ensued regarding the various types of temporary easements and the timing of TCEs as it relates to Schedule B. The County's timing for TCEs is seven years or until completion, whichever comes first. Ms. M. Cummings stated TCEs will require compensation for Controlled Lands ROW&E in accordance with the define terms in the Original RNA.

Mr. Weiss stated that as written, that is the practical implication, however, the question is should we as a policy decision, be paying for temporary easements since we are negotiating the Second Amendment.

Discussion on this item continued.

**[BREAK 10:41 A.M. TO 10:59 A.M.]**

Discussion regarding compensation for TCEs resumed in effort to reach a compromise that would satisfy both parties.

A brief discussion commenced regarding compensation provided for joint use pond(s) under the Original RNA. Mr. Weiss added the compensation referenced in the text is for the additional acreage provided which removes the stormwater from the road.

Discussion ensued regarding the new legislation for preliminary plats and corresponding building permits. Mr. Weiss is willing to concede with an amendment to Section 3.7(d) if the issue regarding compensation for TCEs is eliminated. The Committee deferred the discussion.

- Mr. Weiss acknowledges that the Development Community may be proceeding at risk with respect to the new legislation for preliminary plats and building permits. Although, it is unclear whether the Development Community will proceed at risk, absent the project completion and the release of trips.
- Mr. Brown emphasized that 75% of building permits stipulated within the legislation are significant to home builders since it affords them the opportunity to complete their project expeditiously. Any home builder would be at risk during the eight months it takes from the time of sale and permitting to build a house. Should there be a clear path to the allocation of trips, then that is a risk home builder are willing to take. M/I Homes is not willing to take that risk, therefore, the revision to Section 3.7(d) is acceptable.

**M/I Homes Proposal:**

- M/I Homes to be engaged in the Central Florida Tourism Oversight District (CFTOD) Drainage Agreement discussions.
- County recognizes Segments 5 & 6 in one set of plans to expedite construction.
- Acknowledgment by the County, in the event the construction schedule is phased the provision of 80% trip release at Pre-Con and the 20% at Substantial Completion remains.

**Titian Proposal:**

Mr. Avery proposed 50% compensation for TCEs, subject to review of the TCEs.

Mr. Weiss turned to REM and Engineering for input on precedent and/or the fairness of the 50% compromise. Ms. M. Cummings inquired whether the 50% reduction derives from the \$181K per acre for TCEs with a seven-year term and the TCEs for the slope and fill. In addition, she also wanted confirmation that the compensation for TCEs are within Controlled Lands. Mr. Rosenthal confirmed the location, subject to the review of the terms and the 50% reduction is for all TCEs. Ms. M. Cummings agreed to the 50% compromise. Mr. Qadir disagreed with any compensation.

Mr. Weiss emphasized that an alternative solution has been offered to allow for the Second Amendment discussions to move forward. The 50% compromise appears to be a difficult number in context but also realizing the \$181K per acre is an outdated number in terms of the value of the lands. The value of the TCEs today with the 50% reduction is \$90k per acre, which may not be an unreasonable valuation for the limited TCEs that are ultimately needed throughout the corridor. Mr. Weiss is in support of Ms. M. Cummings recommendation for the 50% compromise.

Mr. Weiss turned to Mr. Kunkel for input on the 80% trip release at Pre-Con being proposed by M/I Homes. Mr. Kunkel outlined the plan that would need to be in play in order to move forward with the notice to proceed.

- ROW of Controlled Lands and Uncontrolled Lands conveyed or scheduled for BCC.
- Approval of the Second Amendment.
- An agreed upon construction contract.
- Disney Easement agreed upon and scheduled for the BCC.

Mr. Thomson emphasized the Disney Pond Easement as a critical path in moving forward in getting to Pre-Con. The uncertainty of the timing for Pre-Con and the allocation of trips makes the Signatory Owners hesitant to execute the necessary documents to move the Second Amendment forward to the Board. Mr. Rosenthal believes the Disney Pond Easement is not needed to commence construction. Discussion ensued regarding CFTOD Drainage Agreement and its impact with Pre-Con Scheduling.

Ms. M. Cummings stated the County has concerns with the Disney Pond Easement. Mr. Kunkel stated the County will require a schedule or an agreed CFTOD Drainage Agreement going to the Board before scheduling the Pre-Con.

Mr. Kunkel inquired on the timing of conveyance of the controlled and uncontrolled lands. Discussion ensued. Mr. Kunkel stated that he would feel comfortable scheduling the Pre-Con when the SODs have been approved by the County and the ROW has been conveyed.

Discussion ensued regarding the cash vs. credit concept in Section 13.9(e). Mr. Kunkel to work with Engineering and provide language.

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Mr. Weiss inquired on OCPS's position regarding the commencement and completion dates for Hartzog Road. Ms. Pelc stated the dates referenced in Section 7.3(a) and the 4-laning of Hartzog Road are no longer the central point of concern for OCPS. The concern at this time

- is that OCPS needs to stand alone outside the Second Amendment to proceed with the construction of the new school site which requires road access, sanitary and sewer facilities.
- OCPS has been working with Toll Brothers (Toll) to reconfigure the site plan which brings all the school's access from Hartzog Road. The updated site plan has been submitted to the County for review.
- OCPS will need to work with the County to complete the left-hand turn lanes to allow the in and out access. Discussion ensued regarding the timing of Hartzog Road completion (Segment 7) coordination and completion dates.

The discussion on designating a Delegation of Authority resumed. Mr. Weiss is comfortable with the existing good faith language and opposes adding any more wording that may give discretion or deference to the County Engineer/Public Works Director.

Discussion resumed regarding the new legislation for preliminary plats and corresponding building permits. The Committee focused on the handout provided by Mr. Thomson regarding proposed language affiliated with the new legislation. Mr. Mai and Mr. Kalus affirm the new language is acceptable.

- Mr. Rosenthal informed the Committee that DRC rendered a decision pertaining to building permits that may be appealed to the Board. There was a discussion at DRC regarding RAC's interpretation of the language. A brief discussion ensued. Mr. Weiss stated that he stands behind DRC's decision. Mr. Thalmueller stated that DRC does not condition approvals based on items that may happen in the future. The applicant can go back to DRC for reconsideration or appeal to the Board.

Mr. Weiss recapped the requested revisions to the Second Amendment discussed:

- Section 8.1(b) – The additional reference to conveyed lands and established \$181K value per acre.
- Section 8.1(b) – Introduced an exclusion or a separate definition for the value of both Temporary Easements (Construction and Slop & Fill) with the 50% reduction and include the new amount.
- Section 8.1(b) – Tracking beyond that definition, to avoid future interpretations and the corresponding Exhibit (Non-Agreement Exhibit).

- Section 8.1(b) – Include the update to the values on page 6 and the corresponding Exhibit reflecting the acreage with the adjusted value at the 50% reduction. Introducing the concept of temporary easements as it adds value 50% of what is in the document.
- Section 8.1(b) – Mr. Rosenthal to add “notwithstanding the foregoing temporary easement shall be \$90,645.50.”
- Section 13.9(e) – Mr. Weiss, Mr. Kunkel, Mr. Qadir and Mr. Mai to provide additional language for this provision to the Village I Team.
- Section 3.7(d) – Insert the proposed new language related to the new legislation.

The discussion resumed pertaining to the required RAC submittal documents. The matter will be discussed outside of RAC among Mr. Weiss, Mr. Mai, and Ms. Chami.

***Ms. M. Cummings made a motion, with a second by Mr. Weiss, recommended approval of the Second Amendment to Village I – Horizon West Road Network Agreement with changes discussed, subject to Signatory Owners confirmation, addition of new language in Section 3.7(d) as presented today, amendment to Section 8.1(b), amendment Section 13.9(e), Final Review and sign off by the Committee. Motion carried unanimously.***

Mr. Weiss adjourned the meeting at 12:38 p.m.