



Interoffice Memorandum

Minutes

Roadway Agreement Committee

April 16, 2008

Members Present: Jim Harrison – Growth Management (Chairman)
Joe Kunkel – Public Works Department (Vice Chairman)
Ann Caswell – Real Estate Management Division
Renzo Nastasi – Transportation Planning Division (Acting Chairperson)
Ruby Rozier – Traffic Engineering Division
Diana Almodovar – Development Engineering Division
John Smogor – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office
John Geiger - Environmental Protection Division
Julie Naditz – Highway Construction Division
Heather Brownlie – Transportation Planning Division
Rita Gonzalez – Transportation Planning Division
Vince Randazza – Real Estate Management Division

Mr. Kunkel called the meeting to order at 8:45 a.m.

Mr. Nastasi as previous Acting Vice-Chair nominated Mr. Kunkel as the permanent Vice-Chair. Mr. Smogor seconded Mr. Nastasi’s nomination and the Committee unanimously approved the nomination.

Approval of Minutes

The Committee reviewed the minutes from the April 2, 2008 Roadway Agreement Committee Meeting and changes were requested as follows:

Page 3 in the last line add a semicolon and remove the word “and”.

Page 5 line 29 add “to be” after the word “need”.

Page 5 line 47 add a comma after “15 feet”.

Page 7 line 2 change “asked” to “stated”.

Page 7 line 36 change “are” to “is made up of”.

Page 7 line 41 change “reviewed the” to “received a proposed” and add “to review” after “agreement”.

Mr. Smogor made a motion, second by Mr. Nastasi to approve the April 2, 2008 Roadway Agreement Committee Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.

Activity Update/Summary

Ms. Brownlie reminded the Committee that any final reviews outstanding need to be completed.

The Palms at I-Drive / Lake Eve Development

Development: Eve Development, LLC
Road Affected: Westwood Boulevard Extension
Present: Ben Shoemaker
Previous RAC: 5/16/2007, 8/1/2007
County Staff Present: Bhanu Engineer, Ghulam Qadir

Ms. Caswell raised the issue of impact fee exceptions on the Deed, she stated that she is not sure if it will make a difference but wanted the Committee to know it existed.

Ms. Alfonso suggested a termination possibly. It would not be an issue if it is just Right-of-Way since it will not be developed.

Mr. Harrison stated it is an issue between the developers and not relevant to the Committee.

Mr. Engineer is appearing for the Utilities Division to request a 15-foot utility easement.

Mr. Smogor asked about I-Drive Activity Center requirements.

Mr. Shoemaker stated that was on the International Drive frontage only.

Mr. Kunkel stated that this was discussed at the last meeting and determined that we had 100 feet of Right-of-Way and Utilities would need to work within it.

Mr. Engineer agreed it was discussed last time but they are requesting a utilities easement to fit in the utilities in this area.

Mr. Harrison stated that it was not likely they would get an easement along the remainder of the alignment.

Mr. Harrison asked that this be rescheduled for May 7 so we can look at the easement areas more closely.

Mr. Kunkel suggested adding “or by plat” in all the boilerplates so that the same issue as last meeting does not reoccur.

Lake Eve was rescheduled to the next Roadway Agreement Committee meeting on May 7, 2008.

Wildwood Area Road Network

Development: Wildwood Area Road Network
Developer: Wildwood Area Improvement Company
Road Affected: Wildwood Area Road Network (Street A, Street B, Bridge Connector)
Present: Miranda Fitzgerald, Pat Chisholm, Emily Brown
Previous RAC: 10/3/2001, 10/17/2001, 11/28/2001, 2/6/2002, 2/20/2002, 5/1/2002, 2/1/2006, 3/7/2007, 3/21/2007, 8/1/2007, 8/15/2007
County Staff Present: Roberto Ng

Ms. Fitzgerald stated that a meeting with Mr. Heath was held about a week ago to discuss the ambiguity with the August 1, 2007 meeting minutes, and about what happens, and whose responsibility it is to acquire the Right-of-Way that extends from south of I-Drive about 600 feet on the Wildwood Avenue property. The Wildwood Area Road Network agreement extends from Palm Parkway to I-Drive and puts the allocation on the Wildwood Area Improvement Company to provide the Right-of-Way and easements necessary for that length of road.

When the road was designed, Mr. Harper controlled one of the parcels in the area 600 feet south of where the description ends. Ms. Fitzgerald is trying to understand what the County's position is in getting that Right-of-Way. Ms. Fitzgerald stated that they will try to cooperate but under the Road Network Agreement they don't have the capability to force people to sign. Neither is there any obligation to construct beyond I-Drive.

Ms. Fitzgerald stated that there were three questions discussed at the August 1, 2007 Roadway Agreement Committee that stemmed from the meeting minutes.

1. Are landowners required to go south of I Drive? Response was: No they don't need to go south of I-Dr. In the first sentence of Section 8 of the agreement it states that they may but are not required to build any portion of the Road Network.
2. Can they proceed without that Right-of-Way? Response was: Yes, they need to acquire the Right-of-Way. This is where the ambiguity comes in. In their view, under the agreement, there is no obligation to acquire the Right-of-Way south of I-Drive, nor any obligation to build any portion of the road.

Ms. Fitzgerald has submitted deeds to the property owners hoping that they will sign, but has no control over the property owners and cannot hold them to the agreement since they are not parties to the agreement. Ms. Fitzgerald expressed concern regarding the delivery date, and the obligations they need to comply with to reach the delivery date so they can deliver plans, Right-of-Way and specs under the Road Network Agreement for Wildwood which does not include an obligation date for them to deliver.

There is a foreclosure on one of the properties and Ms. Fitzgerald does not think they can deliver signatures for that one.

Ms. Fitzgerald stated that it is envisioned that the Road Network can be built in segments so there is no obligation to build the entire Road Network, even though it is in the plan it can be built in segments.

Mr. Nastasi stated that the Exhibit shows that there is a southern piece as part of an overall design. Mr. Nastasi stated that we have to get to I-Drive at least. It will be problematic to deal with road impact fee credits but we will still need to acquire the Right-of-Way.

Mr. Harrison stated that the County cannot hold up the Wildwood Area Road Company if they have no ability to acquire the Right-of-Way.

Mr. Kunkel asked if they were here to clarify the 8/1/2007 meeting minutes.

Ms. Caswell asked if the road agreement addresses this issue regarding the limits.

Ms. Fitzgerald stated that the text on the agreement states to I-Drive and then the map shows the area south of I-Drive but does not label the roads.

Mr. Kunkel asked for clarification if road impact fee credits are just for construction.

Ms. Brownlie expressed the need to name both Roads A & B and determine if it will be Fenton Road or Wildwood Avenue. She stated that the Exhibits and the Legals and Sketches refer to it as Fenton Road, and asked whose decision is it to name the roadway.

Mr. Nastasi stated the need for a connection to Westwood Boulevard Extension, since we cannot leave the southern piece hanging.

Ms. Fitzgerald stated that it is in the property owner's interest to sign, but they cannot force them to sign.

Mr. Nastasi stated that clarification of this agreement is that the Wildwood Area Road Company does not need to provide Right-of-Way south of International Drive or have to construct south of International Drive if they choose not to.

Mr. Kunkel stated that the concern is with drainage issues that need to be completed south of I-Drive to extend the culvert and any pipes.

Mr. Sanders stated he spoke to Hao Chao and the pond south of I-Drive serves only the portion of the road south of I-Drive.

Mr. Kunkel stated that there are drainage issues right at the intersection and there would have to be some grading or culverts that would need to be identified, but that part has to stand alone.

Mr. Nastasi stated the need for clarification, and that the construction contract will include all appropriate drainage items needed south of I-Drive; or that they find some other solution to accommodate the drainage.

Mr. Nastasi stated that we cannot put a pond south of I-Drive.

Mr. Nastasi asked Ms. Alfonso if the agreement needs to be amended and how to address the street name.

Mr. Kunkel proposed the following clarification statement: The agreement addresses the design, right of way, and permitting for I-Drive to Palm Parkway. The plans need to be submitted along with the right of way and permits and once these items are satisfactorily addressed, then the question of who is to construct the project can be determined. Construction is identified in the agreement from I-Drive to Palm Parkway and is broken into two phases, the road and the bridge connector. For the bridge connector, the County is responsible for initiating construction after all plans, permits, and right of way, have been obtained. For the roadway portion, the agreement allows for either the Developer or County to initiate construction within a certain time period. The Right-of-Way runs from International Drive north to Palm Parkway and the plans address those limits and the side streets/intersection streets.

Clarification of the August 1, 2007 meeting minutes is for those pieces of roadway from I-Drive north to Palm Parkway, all the Right-of-Way must be dedicated in Fee Simple along with whatever other easements are necessary.

Mr. Smogor made a motion, seconded by Ms. Caswell, for clarification of the August 1, 2007 Roadway Agreement Committee meeting minutes.

Ms. Fitzgerald does not feel an amendment is necessary and feels the amendment should be for the minutes of August 1, 2007.

Mr. Nastasi and Mr. Kunkel will look into the road name issue.

Mr. Nastasi asked what portion is to be built by the Developer and when.

Ms. Fitzgerald cannot answer that until the delivery date is met.

Mr. Kunkel stated that internal discussion is needed and requested to schedule a meeting regarding the name.

Mr. Kunkel asked Ms. Brownlie to check with Surveyors to see if Legal and Sketches can have a name which then changes later on.

Ms. Fitzgerald asked that this meeting take place soon.

Mr. Kunkel stated there was a motion on the table; vote called, ***Motion carried unanimously.***

Church of Jesus Christ of Latter Day Saints

Development: LDS Church

Road Affected: Reams Road

Present: Tony Cheung, Wayne Hales, Bryan Lardizabal

Previous RAC: None

County Staff Present: Ghulam Qadir

Mr. Harrison outlined that the Church is dedicating 20 feet on Reams Road.

Mr. Cheung stated that they are waiting on an appraisal to complete their figures.

Mr. Nastasi asked if there is concurrency issued for the property.

Mr. Hales stated that cars only come in one or two at a time.

Mr. Nastasi stated that concurrency would need to be addressed prior to the Certificate of Occupancy.

Mr. Epstein explained how the Church of Jesus Christ of Latter Day Saints operates.

The Committee reviewed the agreement page by page.

Page 1 line 1 delete the word “Developers”.

Page 2 Section 2(a) it was decided that the Real Estate Management extension language be added to the agreement and Ms. Brownlie will be sending the needed language to both Mr. Cheung and Mr. Hales.

Page 2 add a Whereas Clause for the County Engineer having declared Reams Road a road impact fee eligible roadway.

Page 3 Subsection (b) needs the values to be filled in.

Mr. Smogor asked if this is an APF road, and if so, then the value established is \$22,500 as set by the County Ordinance.

Mr. Cheung will call off his appraisal and include the value of \$22,500.00 per acre. The area to be dedicated is 0.202 acres.

Page 4 change Impact Fee Zone “2” to Zone “4”.

Mr. Harrison recapped the changes needed.

Mr. Smogor made a motion, seconded by Mr. Kunkel, to approve the Reams Road Church of Jesus Christ of Latter Day Saints Agreement with the changes requested at today’s meeting, subject to final review and approval by the Committee, and subject to final review of the Exhibits by the County Surveyor. Motion carried unanimously.

Mr. Cheung asked if the construction can begin before the Right-of-Way Agreement was finalized.

Ms. Almodovar said no.

Mr. Harrison said that their other option is to donate the Right-of-Way outright for no credits.

Ms. Almodovar stated that the design plans need to be changed to relocate the pond areas which fall in the twenty-feet to be dedicated.

The Water Management District permit also has to be modified; this will take time and in the meantime, the agreement can be finalized.

Pavilion at Sand Lake PD/Mandarin Drive Extension

Development: Pavilion at Sand Lake PD

Developer: Fourth Quarter Properties, 124 LLC

Road Affected: Sand Lake Road, Mandarin Court Extension

Present: Brad Goeb, Craig Langley, Eric Lagassey

Previous RAC: 1/17/2007, 6/6/2007, 6/20/2007, 4/2/2008

County Staff Present: Brian Sanders

Mr. Langley opened the discussion stating they are returning from 2 weeks ago and now have a revised plan incorporating more roadways and better connectivity to Universal Blvd.

Sand Lake Road to Universal Boulevard

Segment 1 – Sand Lake to Roundabout

Segment 2 - Roundabout to Universal

UCPM owns Segment 1 and is under contract for Segment 2.

Deal Points: Donation of all Right-of-Way
Right-of-Way width of 100 Feet (4-lane divided with 10 foot paths on each side)

Mr. Harrison stated there may be an issue with Utilities wanting an easement of 10-15 feet on either side for utilities.

The applicant proposed 100 feet of Right-of-Way and 5 foot sidewalk easement on either side.

Ms. Almodovar stated this would not accommodate utilities.

Mr. Harrison asked for 100 foot Right-of-Way with 10 foot easement on either side.

Mr. Kunkel asked to see a typical section.

Mr. Watson may have an issue with the Lockheed Martin property. Ms. Almodovar asked if they can do a 15 foot easement on their side instead.

There is an issue at the Sand Lake Intersection. 105 foot Right-of-Way for turn lanes, in this area they would like the easement size reduced.

The applicant would be constructing the road on private property then dedicating the road to Orange County for use by the public.

Ms. Rozier asked if Mandarin was impact fee eligible and Mr. Nastasi stated Mr. Cain had authorized it as such.

Mr. Harrison asked they provide 110% of the construction costs up front for the bond rather than 100%.

Mr. Harrison asked about change orders.

Mr. Langley suggested limiting changes to 10% for change orders.

Ms. Naditz will provide inspection.

UCPM will maintain all landscaping.

Mr. Harrison cautioned that if the streetlight program is cancelled before this item appears at the Board of County Commissioners, the language that the County will pay for streetlights has to come out of this agreement.

Mr. Nastasi asked why the tie-in to Universal is such a short connector.

Mr. Watson responded it needed to tie in before the Kirkman Road Extension becomes reality.

Mr. Nastasi stated the intersection would not be acceptable as shown.

Mr. Nastasi wants the agreement to address a future roadway network at least conceptually and include an exhibit.

Mr. Harrison asked to reschedule this for the next meeting on May 7, 2008.

Mr. Watson wanted to go back to Development Review Committee for approval on April 23, 2008.

Mr. Smogor said Mr. Heath would need to decide if it can return to Development Review Committee possibly with a condition of approval.

Mr. Langley stated that they want to submit construction plans for review as soon as possible.

Woodbury Road Extension Discussion Item

O53B LLC

No applicant present – Committee Discussion

Ms. Alfonso stated that at the Roadway Agreement Committee meeting on March 5, 2008 Mr. McFadden had apparently agreed to the changes made and the Roadway Agreement Committee approved the agreement.

Mr. Kay does not agree with the changes made at the 3/5/08 meeting.

Ms. Alfonso outlined the Sections which have disagreement.

Page 3 Section 2(a) Buildable Area, the definition still needs to be worked out.

Page 4 Section 2(a) “and the impact of the Roadway” needs to come out.

Mr. Nastasi asked if it made a difference to the road.

Mr. Harrison agreed that we could live with the Buildable Area information.

Page 5 Section 29(c) Mr. Kay requires Real Estate Management to accept all of the Permitted Exceptions.

Ms. Alfonso stated that usually later is when we go through title, but Mr. Kay wants the list of Permitted Exceptions included as Exhibit C.

Ms. Alfonso stated the need to revert to boilerplate in order to move forward.

Page 5 end of Section 2(c) Prorated taxes issue needs to be resolved.

Ms. Caswell stated without a Title Commitment they cannot review the list of Permitted Exceptions.

Page 6 Section 2(d) the County has to reimburse for ESA costs if we do not move forward with the road.

Page 8 Section 2 (h) has a 42-month provision which the Committee needs to decide if it is acceptable.

Page 12 Section 5 the last sentence limits the County’s use of future Right-of-Way. Mr. Nastasi suggested Public Use language be added. Mr. Harrison and the Committee were agreeable to this.

Page 12 Section 7 Termination Clause, Ms. Caswell did not agree with the Permitted Exception if they need to re-convey property back to O53B LLC.

Mr. Nastasi stated the O53B LLC does not want to return to this Committee.

Mr. Nastasi stated that this Committee may not be able to resolve this matter and may need a separate meeting with Jeff McFadden and Joe Wallace.

Mr. Nastasi recommends that a separate meeting be held.

Real Estate Management needs to examine Exhibit C and provide specific comments.

Mr. Nastasi stated that he and Ms. Hammel will respond to Real Estate Management before the end of the week.

Rescheduled for the May 7, 2008 Agenda for further discussion.

Challenger Parkway

No applicant present – Committee Discussion

Mr. Nastasi explained that Challenger Parkway is a private road.

Ms. Caswell stated that the plat states they can limit access to anyone. They can gate it / toll it, etc.

Mr. Nastasi offered that we need a Transfer Agreement to obtain a portion of Challenger Parkway to insure a connection in at least one direction for the future Woodbury Road Extension.

Ms. Naditz suggested getting core samples to get an idea of the state of the roadway.

Mr. Harrison asked if Public Works really wants to maintain that facility if it is in bad shape.

Need to get the draft Transfer Agreement to Risk to review also, but this will not require final review by the Committee.

Ms. Hammel asked if an easement would be a better approach with ingress/egress easements.

Mr. Harrison stated that we need to package this item with the other agreements to go to the Board of County Commissioners on June 24, 2008.

Mr. Harrison adjourned the meeting at 11:52 a.m.