



Interoffice Memorandum

Minutes

Roadway Agreement Committee

June 4, 2008

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

County Staff Present: Julie Naditz – Highway Construction Division
Roberta Alfonso – County Attorney's Office
Heather Brownlie – Transportation Planning Division
Rita Gonzalez – Transportation Planning Division
Susan Martin – Risk Management
Jennifer Cummings – Stormwater Management Division
Robin Hammel – Public Works Engineering Division
Frank Yokiel – Public Works Engineering Division
Gina Segui – Risk Management
Bryan Festa – Risk Management

Mr. Kunkel called the meeting to order at 8:41 a.m.

Approval of Minutes

The Committee reviewed the minutes from the May 21, 2008 Roadway Agreement Committee Meeting and changes were requested as follows:

Page 1 add Ms. Naditz to attendees.

Page 2 line 48 add the word "slopes" after the word "road".

Page 2 line 50 add the word "permanent" before the word "slope".

Page 3 line 49 add "the plume is" before "800".

Page 4 line 10 replace "this" with "the responsibility for the remediation and dewatering".

Page 5 line 36 change the sentence to read "asked if the road construction could be tied to development permitting".

Page 6 no changes.

Page 7 line 50 add "conveyed" after 0.4 acres and "to be vacated" after 4.9 acres.

Page 8 line 4 change "foot" to "inch".

Page 9 and 10 no changes.

Mr. Smogor made a motion, second by Mr. Kunkel to approve the May 21, 2008 Roadway Agreement Committee Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.

Activity Update/Summary

Mr. Harrison asked Mr. Smogor the status of Windermere Gardens. Mr. Smogor will check.

Need to move Hartzog up to the Board of County Commissioners section since scheduled for Board of County Commissioners approval.

Mr. Kunkel asked about the status of Morgran. The response was that Mr. Hurt needs to review the appraisal value.

Turkey Lake needs a confirmed construction timetable in order to move forward.

Committee Discussion – Wildwood

Mr. Nastasi stated that this is an informational discussion regarding Floridays requesting to construct a portion of the Wildwood Area Road Network Street B for road impact fee credits.

The minutes state that the intent is for the road to connect, however, the agreement provides road impact fee credits for “any” road segment constructed.

Mr. Nastasi doesn’t want to see the road build partially and just stop.

Mr. Nastasi raised the drainage issue if only a portion of the road is built and not the complete system.

Mr. Ng stated that Floridays wants to start construction as soon as possible.

Mr. Harrison stated that they could start construction now, but cannot get road impact fee credits until the Delivery Date occurs.

The County is required to construct the remaining segments within 30 months of the Delivery Date.

Lake Eve

Committee discussion as to why Lake Eve is providing retention for the conveyed lands as described in Section 13.

Ms. Alfonso suggested deleting the first sentence in Section 13 of the agreement.

Mr. Harrison agreed with Ms. Alfonso’s suggestion.

Motion by Mr. Harrison second by Mr. Randazza to eliminate the first sentence of Section 13. Motion carried unanimously.

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, 4/16/2008, 5/21/2008

County Staff Present:

Mr. Langley reviewed the changes made to the agreement since the last meeting.

The Committee reviewed the black-line page by page.

Ms. Alfonso noted the page numbering of Exhibits needs to be looked at.

Page 5 Section 5 Mr. Nastasi asked about the timing of the conveyance. Mr. Langley will hold the deeds in escrow until the construction is completed, then he will deliver them to the County.

The language on Page 8 needs approval by Utilities.

Mr. Nastasi asked about the cost estimate. Mr. Langley will need to further work out the construction cost estimate with Mr. Kunkel.

Page 9 Mr. Nastasi wanted a statement as to who will pay for contamination cleanup, since it says the County is not obligated but does not say who will perform the cleanup.

Mr. Smogor pointed out that Section 2(e) on Page 6 describes options if remediation is needed.

Ms. Alfonso suggested adding the words “Impact Fee Eligible” in front of the second to the last sentence for clarification.

Mr. Harrison suggested instead, adding “and developer shall be solely responsible for these costs” at the end of the second to the last sentence in Section 7.

Page 10 Ms. Alfonso did not agree with the last sentence in Section 9(a)(2)(iii) starting with “this option” and asked that it be deleted completely. Mr. Langley agreed to delete it.

Page 13 Section 10(c) Mr. Nastasi questioned the Street lighting provisions. Mr. Goeb explained this would be similar to Canadian Court and Universal Blvd. Mr. Kunkel felt the language was acceptable and no changes were needed.

Page 14 Ms. Alfonso questioned the Maintenance Bond provision since the County does not require these. Mr. Langley explained that this would be for the one year warranty following the end of construction.

Ms. Almodovar explained that normally the developer posts a letter of credit rather than a maintenance bond and that 10% was the percentage required in order to post the letter of credit.

Mr. Harrison asked to change the provision in Section 11 to Letter of Credit rather than the Maintenance Bond.

Exhibit H would need to change to a Standard Letter of Credit.

Page 18 Ms. Alfonso asked to move the “In Witness Whereof” statement and Mayor’s Signature to a separate page.

Page 18 Ms. Alfonso asked they add a [Signature to follow] clause in the space at the bottom of the page, after moving the “In Witness Whereof” statement.

Ms. Almodovar stated that Exhibit C and D do not agree regarding the proposed roundabout. Exhibit C should be modified to delete the roundabout.

Mr. Langley wanted to add language to allow for the roundabout to be presented at a later date to Development Engineering for further review.

Mr. Langley suggested new language to be included in the agreement for the roundabout.

Mr. Randazza stated that Exhibit F is not County standard and asked that the standard form be included instead.

Mr. Langley stated this is from a separate agreement and was previously reviewed by the County Attorneys Office.

Mr. Kunkel asked what happens if the costs exceed the estimate.

Mr. Harrison responded that it would have to go to the Board of County Commissioners for approval.

Mr. Smogor made a motion, second by Ms. Almodovar to approve the Pavilion at Sand Lake 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.

Avalon Park DRI

Development: Avalon Park DRI

Developer: Avalon Associates

Road Affected: Alafaya Trail

Previous RIFCC: 8/04/2004, 9/1/2004, 9/15/2004, 10/13/2004, 1/5/2005, 9/28/2005, 2/20/2008, 5/7/2008

Attendees: Eric Marks, Jim Pratt and Carol Conner

County Staff Present: Damian Czapka, Brian Sanders

The Committee reviewed the Agreement page by page.

Page 1 in the last Whereas, strike the second clause and fourth clause.

Page 2 the second Whereas should be deleted and strike all reference to competition.

Page 3 Mr. Nastasi asked about the paragraph starting with “Project Engineer” since it will be outdated before this gets to the Board of County Commissioners.

Mr. Pratt will try to simplify the agreement and take this section out if needed.

Ms. Alfonso questioned the second full paragraph stating that the County is holding harmless Avalon from DE&P work completed.

Ms. Conner suggested there may be different language in other agreements we can use.

Mr. Pratt is concerned that once the DE&P work is over, Avalon has no control over construction.

Mr. Marks wants to assign their contract with MSCW to the County at the end of DE&P work so that the County can work with MSCW if any issues arise.

Ms. Brownlie told Mr. Pratt and Mr. Marks that only \$234,250 was drawn in Road Impact Fee Credits to date.

Mr. Marks asked if he could obtain cash for credits issued. Mr. Kunkel and Mr. Nastasi stated they have no mechanism to do this. Mr. Marks will need to utilize those credits for impact fees due.

Page 4 Section 4(a) leave first sentence and strike the remainder of Section 4(a).

Page 4 Mr. Kunkel asked that “stipulated sum” be stricken from Section 4(b).

Page 5 Section 4(b) remove “stipulated sum”.

Page 5 Section 4(c) change “use its best efforts to” to “act reasonably to substantially” and “commencement of that work (the “Completion Date”)” to “issuing a notice to proceed”.

Ms. Hammel asked for a provision to state when Right-of-Way would be acquired.

Mr. Marks asked for an outer date to be included. Ms. Hammel said 15 months if eminent domain is required.

Mr. Nastasi asked about conservation easement issue over the Stone Forest pond and that it could take even longer to lift if necessary.

Page 5 Section 4(e) Engineers Certification Monthly is not needed and should be taken out.

The Committee asked to delete paragraph 4(e) replace with one sentence paragraph that states Avalon will receive copies of all pay requests.

Page 6 Paragraph 5(b) Mr. Nastasi questioned the last two lines regarding the use of the remaining Morgran funds.

Page 7 Mr. Kunkel wanted to discuss the information in paragraph 5(c).

Mr. Nastasi stated the need for language if there is more than 10% in change orders then it would need to go to the Board of County Commissioners.

Mr. Kunkel asked Mr. Marks how much is in the Avalon Escrow Impact Fee Account. Mr. Marks estimates approximately \$3 million.

Mr. Kunkel proposed providing a table of numbers before the next meeting.

Mr. Harrison asked that this project be rescheduled for the June 18, 2008 meeting.

Mr. Marks asked if everyone was okay with Section 5(f). Mr. Nastasi stated that the Zones are very strict and credits cannot be moved from one zone to another.

This agreement will be discussed starting at Section 5(c) on page 7 at the next meeting.

Village F – APF Road

Development: Bridgewater

Developer: Summerlake Development LLC

Road Affected: APF Road

Present: Juli Simas James, Olan Hill

Previous RIFCC: None

County Staff Present: Juan Curi, Kirsten Warren, Bob Goff

Mr. Nastasi questioned the process for providing APF acreages and asked to see a map showing the roadways and cross-sections before agreeing to any acreages.

Mr. Harrison agreed that this project should be rescheduled and that the procedures should be looked at further.

A separate meeting is needed with Engineering, Development Engineering, Transportation Planning, and possibly Planning to review the Development Plans for APF Acreages.

Mr. Harrison adjourned the meeting at 10:36 a.m.