



## Interoffice Memorandum

### Minutes

### Roadway Agreement Committee

March 19, 2008

8 Members Present: Jim Harrison – Growth Management (Chairman)  
Roger Cain – Public Works Department (Vice Chairman)  
10 Benj Hurt – Real Estate Management Division  
Renzo Nastasi – Transportation Planning Division (Acting Chairperson)  
12 Ruby Rozier – Traffic Engineering Division  
Robin Hammel – Public Works Engineering Division  
14 John Smogor – Planning Division

16 County Staff Present: Roberta Alfonso – County Attorney’s Office  
Diana Almodovar – Development Engineering Division  
18 Susan Martin – Risk Management Division  
Gina Segui – Risk Management Division  
20 Julie Naditz – Highway Construction Division  
Heather Brownlie – Transportation Planning Division  
22 Rita Gonzalez – Transportation Planning Division  
Vince Randazza – Real Estate Management Division  
24

Mr. Cain called the meeting to order at 8:35 a.m.

26

### Approval of Minutes

28

The Committee reviewed the minutes from the March 5, 2008 Roadway Agreement Committee Meeting and changes were requested as follows:

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32 Page 4 line 6 delete the word “should” and in line 7 change “will provide” to has provided”.

34 Page 4 line 31 change “opportunity for” to “danger of”.

36 Page 6 line 10 add “recording requirements”.

38 *Motion by Ms. Hammel, second by Mr. Nastasi, to approve the March 5, 2008 Roadway Agreement Committee Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.*  
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42

Minutes for the March 3, 2008 Alafaya Trail (Avalon) Special Meeting were reviewed by the Committee.  
44

46 Page 1 line 39 change “Boyer” to “Bowyer”.

48 Page 2 need dollar signs and number throughout the document.

50 Page 2 line 9 add “in the escrow account”.

52 Page 2 line 24 ambiguity – change from “denied them in widening” to “chose not to widen”.

54 Page 3 line 32 change “stated that” to “asked whether” and add the word “if”.

2 Page 3 line 39 take out the “the” before Morgran.

4 Page 4 add \$ signs throughout where money amounts are concerned.

6 Page 4 line 34 change to “The County inquired as to where the funding would be allocated from”.

8 *Motion by Mr. Nastasi, second by Ms. Hammel, to approve the March 3, 2008 Alafaya Trail*  
10 *Avalon Special Meeting minutes with listed changes and other typographical corrections and*  
*grammatical omissions. Motion carried unanimously.*

12 Minutes for the March 17, 2008 Woodbury Road Extension College Suites Special Meeting were  
14 reviewed by the Committee.

16 Add Mirna Barq as an attendee.

18 *Motion by Mr. Nastasi, second by Ms. Hammel, to approve the March 3, 2008 College Suites*  
20 *Special Meeting minutes with listed changes and other typographical corrections and*  
*grammatical omissions. Motion carried unanimously.*

22 **Activity Update/Summary**

24 Ms. Brownlie updated the committee on the status of the various agreements.

26 Mr. Nastasi asked Mr. Cain about Florida Mall and if it was coming back to Development Review  
28 Committee.

30 The Woodbury Presbyterian Church has an issue with performing an ESA at their expense. Ms.  
32 Hammel proposed a solution to perform the ESA at the County’s expense in conjunction with the  
Woodbury Road roadway project underway in the near future.

34 Ms. Hammel asked about the timing of the agreement if the ESA comes later than the agreement.  
The ESA will need to be performed within six months of the conveyance not the agreement.

36 Windermere Community Church may have a concurrency issue and should not have been directed  
38 to the Roadway Agreement Committee, and may need to go to CRC or a different Committee.

40 Mr. Nastasi stated that due to the Chase Road Mitigation agreement through this Committee, they  
were returning to RAC to try and resolve their current issue.

42 Ms. Alfonso suggested that the Alternative Road Impact Fee Committee may be able to issue an  
44 advisory opinion on this matter

46 **Woodbury Presbyterian Church - (Woodbury Rd Ext)**

Road Affected: Woodbury Road Extension

48 Present: Harry Bandy, Michael Hutter, Courtney Crossgrove

Previous RAC: None

50 County Staff Present: Abdul Azim

2 Mr. Cain provided an overview of the agreement parameters to the Committee.

4 Page 1 Ms. Alfonso requested that the Recorded by Statement and the Tax Parcel Identification information be included in the agreement.

6 Ms. Alfonso asked why there are two signature pages if the Church is the only owner.

8 The Church Representative responded that the Presbytery is the National Organization over the church.

10 Mr. Randazza asked that the Presbytery be added as a joinder instead.

12 Ms. Alfonso suggested adding another WHEREAS clause to state: Whereas [Presbytery] has signed a joinder to this agreement attached hereto and prepare a separate joinder form rather than a second signature page.

16 Page 2 Mr. Cain asked that the Real Estate Management Extension Language be included at the end of Section 2(a).

20 Mr. Hurt stated that the City of Orlando appraisal was reviewed and approved by Real Estate Management and if the Church agrees to the value, we can plug those numbers into the agreement.

22 Page 3 Section 2(d) need to add values once agreed to.

24 Page 3 Section 2(e) the Church does not want to pay for an Environmental Assessment Report Phase I (ESA).

28 Ms. Hammel proposed that there are two County ESA's already in process on Woodbury Road and this property could be added to the County project.

30 Mr. Hutter stated the possibility that an ESA may have been performed by their Civil Engineer since they have a future development plan being worked on.

34 Mr. Hutter will check and see if the work was done by chance.

36 Mr. Hutter asked why the ESA was important if a road was to be placed on the property.

38 Ms. Hammel offered to add the ESA to the Woodbury project to be completed prior to conveyance.

40 Mr. Cain asked who would pay for the Phase II if ESA turns up a problem in Phase I.

42 Mr. Nastasi suggested changing the agreement to state the County would pay for Phase II and then have the three options in the boilerplate.

44 Section 2(e) language needs to change if County is performing the ESA work.

46 Page 3 Section 2(e) delete "Owner shall submit to County" and delete "(OWNER DOES NOT AGREE TO THIS)" in the first sentence. Add "shall be conducted" after "Conveyed Lands" in the first sentence. In the third sentence change "Owner shall submit to" to "County may conduct".

50 Page 4 Section 3 insert Zone #2.

2 Pages 5 and 6 there were no changes.

4 Page 7 take out “< >” signs around “Owner”.

6 Page 10 will change with the joinder.

8 Page 11 needs Exhibit A Project Location Map.

10 Page 12 Exhibit B need Legal and Sketches for parent parcels since there are two separate properties.

12

14 Page 13 Exhibit C need Legal and Sketches for conveyed lands to be attached – these have been prepared by the City of Orlando.

16 Mr. Hurt stated that the appraisal values should be doubled for fee simple rather than the easement value described in the appraisal for a total of \$62,000.

18

20 ***Mr. Cain motioned that this be continued until appraisal values are determined; second by Mr. Smogor.***

22 Discussion:

24 Mr. Hutter asked if there had been a trip determination on the traffic study submitted for review.

26 Mr. Nastasi responded that the traffic study may not yet have been reviewed and that they may need to come to CRC.

28

Need to determine if there are concurrency issues which could be included in this agreement also.

30

32 ***Mr. Cain asked that this motion be amended that the concurrency issues also be resolved prior to returning to the Committee. Mr. Smogor seconded the amendment to motion. Motion carried unanimously.***

34

36 **SVO Vistana Villages, Inc.**

Development: Vistana Villages/Benson PD

38

Developer: Florida Mall Associates, LTD

Road Affected: Westwood Boulevard Extension/Wildwood Avenue

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Present: Jim Kattleman, Jack Walsh, Joseph Gamb

Previous RAC: 12/12/2007

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County Staff Present: Bhanu Engineer, Roberto Ng

44 Ms. Hammel stated that they had looked at the property to be dedicated and matched it to the Wildwood Avenue design plans to the north and there is offset of about 20 feet. On the east side the offset changes from 100 feet to 120 feet to 150 feet.

46

48 Mr. Cain stated this amount of Right-of-Way is what we have been working with.

50 Mr. Nastasi stated that 100-feet of Right-of-Way is sufficient to build the Westwood Boulevard Extension.

2 Mr. Ng stated that the Wildwood Area Road Company is only constructing portions of the road  
4 north of International Drive, but will be dedicating the necessary Right-of-Way south of  
International Drive.

6 Mr. Cain asked Mr. Walsh about the plans and Mr. Walsh said this is the first he has heard of this.

8 Mr. Nastasi asked that Mr. Ng meet with Kimley-Horn to discuss these issues further.

10 On Page 8 the added Section 13 for a Use Agreement was taken out. A New Section 13 has been  
12 added making reference to the site access plan.

14 Mr. Harrison stated that the Roadway Agreement Committee cannot approve access points, only  
Development Review Committee can do this.

16 Mr. Walsh stated that there is a previous development plan showing these crossings.

18 Mr. Cain stated that if this agreement is consistent with the approved plans, then there is no need to  
include the same information in this agreement.

20 Mr. Smogor suggested moving forward with a Development Plan for Phase III to show access. Mr.  
22 Cain concurred.

24 The Committee asked that Section 13 be stricken and deleted from the agreement.

26 Mr. Nastasi asked Mr. Ng to set a meeting to resolve the offset issue.

28 Exhibit D will be deleted also since Section 13 is being deleted.

30 Discussion of who will build the Westwood Boulevard Extension and when, but no determination  
can be made at this time since it is considered a partnership project roadway.

32 Page 2 Section 29(a) Mr. Engineer asked for sidewalk, utility and drainage easements. The  
34 committee stated that these will be looked at later in the road design and would be included in the  
100-foot Right-of-Way being dedicated.

36 On Page 1 Mr. Randazza stated that the 360 parcel was merged to the 320 parcel, and to strike the  
38 360 Tax ID#.

40 Page 2 Section 2(a) the Real Estate Management extension language needs to be added.

42 Page 3 Ms. Alfonso asked that the word “reasonably” be removed from Section 2(e) to keep the  
standard boilerplate.

44 Mr. Harrison asked the applicant to remove the word “unreasonably”.

46 Mr. Kattleman agreed to take out the word.

48 The other changes to subsection 2(e) are acceptable.

50 Mr. Hurt asked that the Exhibits be labeled to match the headings.

2 The Right-of-Way issues need to be resolved and this item should be rescheduled for the next  
4 Roadway Agreement Committee meeting.

6 Mr. Walsh asked to obtain Legal and Sketches for Wildwood Avenue Road Network.

8 **Windermere Community Church - (CR 535)**

Road Affected: CR 535

10 Present: Allan Bradley, Russell Slack

Previous RAC: None

12 County Staff Present: Juan Curi

14 Mr. Harrison asked how the applicant got to this committee.

16 They were directed to the Roadway Agreement Committee by David Heath.

18 Mr. Harrison stated he was not sure the Roadway Agreement Committee could do anything for  
20 them, but is willing to discuss the issues.

22 The timing for payment of impact fees was discussed.

24 Mr. Smogor explained that the Church wants credits for modular buildings even though demolition  
26 will not commence until 90 days after the new building is construction and a certificate of  
occupancy is provided.

28 Mr. Bradley stated they were proposing 33% of 100,000 square feet.

30 Mr. Nastasi stated that if the square footage changes, then their concurrency application will change.

32 Mr. Bradley stated that was correct.

34 Ms. Rozier asked if the school is still on the site since impact fees run with the land.

36 Impact fees were paid for the school on their land, but they no longer have a school operating on the  
site, but rather plan to build a new church building.

38 Mr. Harrison stated that the issue is the timing of demolition credits.

40 Ms. Rozier asked how much was paid for modular school buildings.

42 Mr. Bradley stated that what was reserved in square feet provides x credits remaining for the new  
44 building.

46 Mr. Smogor questioned giving them credits toward a new building for modulars to be removed.

48 Mr. Nastasi stated that these are two separate issues neither of which belongs at the Roadway  
Agreement Committee.

50 Mr. Harrison directed the applicant to speak with the Building Department.

2 Mr. Smogor said the Development Review Committee needs direction from Roadway Agreement  
Committee stating there is no problem with this approach.

4 Mr. Harrison stated it needs to be deferred to the Building Department.

6 Mr. Smogor stated Mr. Stites will have an issue with the procedure for this project.

8 Mr. Cain suggested the Roadway Agreement Committee provide direction to the applicant.

10 Mr. Nastasi suggested Mr. Smogor work with Mr. Stites to work through this issue.

12 There is a possibility that the Lockheed Martin precedent which included demolition credits may  
have been on point.

14

16 ***Mr. Nastasi made a motion, second by Mr. Smogor to have the Chairman coordinate with  
Building and Growth Management Staff to resolve this issue.***

18 ***Motion amended by Mr. Smogor that if no resolution, then the applicant can appeal to Mr. Cain  
for further resolution. Mr. Nastasi accepted the amendment to the motion. Motion carried  
20 unanimously.***

22 Mr. Harrison adjourned the meeting at 10:17 a.m.