



## Interoffice Memorandum

### Minutes

### Roadway Agreement Committee

April 2, 2008

Members Present: Jim Harrison – Growth Management (Chairman)  
Roger Cain – Public Works Department (Vice Chairman)  
Ann Caswell – Real Estate Management Division  
Renzo Nastasi – Transportation Planning Division (Acting Chairperson)  
Christine Lofye – Traffic Engineering Division  
Joe Kunkel – Public Works Engineering Division  
John Smogor – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office  
Diana Almodovar – Development Engineering Division  
Susan Martin – Risk Management Division  
Julie Naditz – Highway Construction Division  
Heather Brownlie – Transportation Planning Division  
Rita Gonzalez – Transportation Planning Division  
Vince Randazza – Real Estate Management Division  
Jennifer Cummings, Stormwater Management

Mr. Cain called the meeting to order at 8:40 a.m.

### Approval of Minutes

The Committee reviewed the minutes from the March 19, 2008 Roadway Agreement Committee Meeting and changes were requested as follows:

Page 3 add a line between lines 6 and 8 to add a response to Ms. Alfonso’s question.

Page 6 line 41 change “feed” to “feet”.

Page 6 line 8 capitalize the “r” in “CR535”.

***Mr. Nastasi made a motion, second by Mr. Smogor to approve the March 19, 2008 Roadway Agreement Committee Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.***

Minutes for the March 25, 2008 Woodbury College Suites Special Meeting were reviewed by the Committee.

Page 3 line 20 change “n” to “in”.

Page 4 line 7 change “compensated” to “compensating”.

***Motion by Mr. Nastasi, second by Mr. Kunkel, to approve the March 25, 2008 Woodbury College Suites Special Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.***

Minutes for the March 31, 2008 Florida Mall Suites Special Meeting were reviewed by the Committee.

Page 1 line 52 change “moths” to “months”.

Page 2 change Header to “Florida Mall 3/31/2008”.

Page 2 line 19-20 change to clarify contractor not invoicing; add “Florida Mall” after “and then”.

*Motion by Mr. Smogor, second by Mr. Nastasi, to approve the March 31, 2008 Florida Mall Special Meeting minutes with listed changes and other typographical corrections and grammatical omissions. Motion carried unanimously.*

#### **Activity Update/Summary**

Racetrac is still pending.

Ms. Alfonso has been speaking to Mickey Grindstaff regarding Avalon Group 142.

#### **College Suites at Woodbury - (Woodbury Rd Ext)**

Developer: College Suites at Woodbury, LLC  
Road Affected: Woodbury Road Extension  
Present: Udo Garbe, Andrew Chu, Anna Long  
Also Present: Warren Williams  
Previous RAC: 11/8/2006, 2/6/2008, 2/20/2008, 3/5/2008

Ms. Long provided the Committee with an updated revised agreement.

Page 2 capitalize “Conservation Easement” in the first and fourth Whereas.

Page 2 Ms. Alfonso asked to add (“Conveyed Lands”) to the third Whereas and (“Donated Lands”) to the fourth Whereas.

Page 5 Section 2(c)(ii) add title for subsection “Donated Lands”.

Page 6 change “\$11.00” per acre to “\$479,160” per acre.

Page 6 the first page of the Appraisal needs to be revised and Ms. Long will submit electronically.

The appraisal values have been included even though not yet reviewed by Orange County.

Page 6 Subsection 2(e) last paragraph add “fee” to read “impact fee credits” and change “fro” to “for”.

Page 7 Section 2 (h) first line Ms. Caswell asked to add “Within” before “Four (4)”.

Page 7 Section 2 (h) third line Ms. Alfonso asked to add “and, if all are acceptable to County,” towards the end of the sentence after the word “same”.

Page 8 Ms. Caswell asked about the fact that Challenger Parkway is a private road.

Mr. Harrison and Mr. Nastasi have confirmed with the County Engineer, Mr. Cain, that the Woodbury Road Extension. is a road impact fee eligible road.

Page 8 Mr. Kunkel asked about the reference in Section 5 back to Section 2(b)(ii) which does not mention mitigation costs.

Ms. Alfonso responded that the reference should be to 2(e) in the second paragraph. Ms. Long will correct the reference.

Page 9 Section 6 Ms. Long explained that College Suites is seeking a Mass Grading Permit prior to the County submitting for permits so they may submit first.

Ms. Cain reminded the applicant that some part of the Development Plan must be approved by Development Review Committee before mass grading begins.

Ms. Long indicated that the final permits will not be obtained without the County being included in the process.

Ms. Cummings was okay with the changes presented by the applicant to Section 6.

Page 10 Section 8(b)(i) Mr. Kunkel was okay with the 180 day provision.

Page 10 Ms. Long stated there is an issue with the timing going to Board of County Commissioners and the ties to the Taurus O53B LLC Agreement.

Ms. Alfonso changed the language in Section 7 to “effective of even date herewith”.

Ms Long wants this agreement to go to Board of County Commissioners before Taurus and the City of Orlando Agreements.

Mr. Nastasi responded that they all need to go together as one package to the Board of County Commissioners.

Mr. Smogor asked Mr. Harrison if procedurally this can go ahead of others.

Mr. Harrison asked if two can go ahead and then the third agreement could go later.

Mr. Nastasi stated that the preferred method is to take everything to the Board of County Commissioners in one total package.

Ms. Long asked if this can be scheduled by April 18<sup>th</sup> which will then be 6 weeks later to get a Board of County Commissioners date. Mr. Nastasi was not sure that the timeframe would be feasible.

On Page 17 Ms. Alfonso stated that a date is needed to fill in the blank; the applicant selected a date of June 15, 2008.

The County will need to tie-in to Challenger Parkway and obtain permission from Central Florida Research Park. Mr. Nastasi will contact Joe Wallace and ask him to draft something and appear at the Roadway Agreement Committee.

Ms. Long asked if June 24, 2008 would be acceptable then College Suites would pay to provide the Legal and Sketches needed for the O53B LLC Agreement by Monday subject to those Legal and Sketches being approved.

Page 17 would then be changed to reflect the June 24, 2008 date in Section 21.

The Closing will be within 90 days of the closing date with the Owner to convey to County in Section 2(a).

Mr. Nastasi stated the need to get a date for the Board of County Commissioners in order to schedule these items for the June 24, 2008 meeting. He will need to reserve space on the Board of County Commissioners agenda.

Page 9 change “provision” to “Section” in Section 6.

Page 11 add “County” before permits in Section 9(a).

Page 12 add same comment to middle of Page 12.

Page 11 last line in Section 9(a) capitalize “S” in Section.

Page 13 Section 12 Ms. Caswell asked how the Developer will record.

Page 17 Section 21 Ms. Naditz asked that the word “to” be added after “Agreement”.

Mr. Harrison and Ms. Long reviewed the changes needed.

*Mr. Smogor made a motion, seconded by Mr. Kunkel, to approve the College Suites at Woodbury Agreement with the changes requested at today’s meeting, subject to final review by the Committee, subject to final review and approval of the Appraisal by Real Estate Management, and subject to final review of the Exhibits by the County Surveyor. Motion carried unanimously.*

**Woodbury Presbyterian Church - (Woodbury Road Extension)**

Road Affected: Woodbury Road Extension

Present: Harry Bandy, Michael Hutter, Harry Bandy

Previous RAC: 3/19/2008

County Staff Present: Abdul Azim

Mr. Harrison reviewed the history of the project.

Mr. Hutter explained the ecclesiastical issue that the Presbytery needs to approve but does not need to be included as a joinder since there is no ownership issue.

Page 3 Ms. Lofye asked to move “\$” for the final version.

Page 4 Mr. Hutter asked how long road impact fee credits last. Mr. Smogor responded forever.

Page 5 Mr. Nastasi asked about adding a Section 4 for concurrency language, stating that nothing in this agreement relieves them from concurrency.

Mr. Harrison asked if the Church had reviewed the appraisal paperwork.

Mr. Hutter said that there is an inconsistency in the appraisal itself which he does not understand.

Ms. Caswell offered to look into any concerns.

***Mr. Smogor made a motion, seconded by Ms. Caswell, to approve the Woodbury Presbyterian Church Agreement with the changes requested at today's meeting, subject to final review and approval by the Committee, subject to final review and approval of the Appraisal by Real Estate Management, and subject to final review of the Exhibits by the County Surveyor. Motion carried unanimously.***

**SVO Vistana Villages, Inc.**

Development: Vistana Villages/Benson PD

Developer: SVO Vistana Villages, Inc.

Road Affected: Westwood Boulevard Extension/Wildwood Avenue

Present: Jim Kattelman, Jack Walsh, Jim McKnight

Previous RAC: 12/12/2007, 3/19/2008

County Staff Present: Bhanu Engineer, Roberto Ng

Mr. Kattelman reviewed the changes requested since the last meeting.

A Slope Easement was added at the request of the County.

On Page 3 the blanks for valuation need to be filled in and an Appraisal submitted to be reviewed by Real Estate Management.

Mr. Kattelman provided Ms. Brownlie with a copy of the Appraisal.

Ms. Alfonso requested page numbers centered at the bottom of page.

Mr. Engineer raised the issue of Utilities and the need for additional Utility Easements on either side of both Westwood Blvd. Extension and Wildwood Avenue.

Mr. Engineer stated that often times utilizing a smaller Right-of-Way such as 100 feet does not allow for Utilities to be fit in at a later date during the Design Phase.

Mr. Kattelman objected stating that adding additional easements would be inconsistent with the design plans already completed.

Mr. Kattelman suggested co-locating the utilities in the 10 foot slope easement.

Mr. Walsh stated that adding a utility easement now, especially 15-feet, would not work since it has not been planned into the Phase III Design.

Mr. Walsh asked Mr. Engineer if he could co-locate the utilities in the slope easement.

Mr. Engineer said he would have to have a slope and utility easement to be able to do that.

Mr. Engineer explained that often it is difficult to co-locate utilities in a slope easement and then maintain them later on.

Mr. Harrison suggested making the 10 foot easement a slope and utility easement.

Mr. Engineer stated that a slope easement is only on one side of the roadway and Utilities may need utilities easements on both sides.

Mr. Smogor asked if Mr. Engineer could live with co-locating within 10 feet in the slope easement.

Mr. Engineer agreed that he would co-locate.

Mr. Walsh stated that they only have a slope easement on Wildwood not the Westwood Blvd. Extension.

Mr. Engineer asked for Wildwood Avenue and Westwood Blvd. Extension also.

Mr. Nastasi and Mr. Smogor stated that part of the Westwood Blvd. Extension. was built up to the Right-of-Way to be dedicated and could not be provided.

Mr. Kunkel asked if a 10-foot slope easement could be dedicated on the unimproved portion of Westwood Blvd. Extension for Vistana Phase III.

Mr. Smogor felt there was no point in requiring this for a small section of Westwood Blvd Extension and to have the easement without extending the full length of the roadway.

Mr. Engineer explained that when a new road comes in, Utilities tries to create a loop system.

Mr. Engineer stated if the language is not included in the road agreement then they cannot later obtain the easement needed and must squeeze all the utilities into the roadway design width.

Mr. Nastasi, Mr. Harrison and Mr. Kunkel state that the 100 foot width is sufficient to accommodate the utilities area which will be needed later on.

Mr. Harrison suggested not providing any additional utility easements on Westwood Blvd. Extension and asking the applicant to change the 10 foot slope and utility easement for Wildwood Avenue only.

Mr. Kunkel asked about the T-Intersection at Wildwood Avenue and Westwood Blvd. Extension and whether Vistana planned to utilize Wildwood Avenue.

Mr. Walsh responded that they have two access points on Wildwood Avenue.

Mr. Kattelman distributed revised language to be included in the agreement.

Add Subsection 2(g) which provides for slope easement which will change to a slope and utility easement.

Mr. Kattelman will consult with Ms. Alfonso and Ms. Caswell on the Slope and Utility Easement language.

Mr. Nastasi stated that only Right-of-Way would be eligible for road impact fee credits and that easements should be excluded specifically.

Exhibits D and E will also need to be revised to include the slope and utility easement.

Page 4 at the end of Section 2; add a statement that no Road Impact Fee Credits will be given for the easement conveyance.

Page 3 Ms. Caswell asked that Title Section 2(c) include easement language for title. Ms. Alfonso pointed out it is already in Section 2 (g).

***Mr. Smogor made a motion, seconded by Mr. Nastasi, to approve the Vistana Villages/Benson PD Agreement with the changes requested at today's meeting, subject to final review and approval by the Committee, subject to final review and approval of the Appraisal by Real Estate Management, and subject to final review of the Exhibits by the County Surveyor. Motion carried unanimously.***

**Pavilion at Sand Lake PD**

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

Mr. Langley provided the Committee with an overview of the reason for Pavilion at Sand Lake Road returning to the Roadway Agreement Committee for the Mandarin Road Extension.

The Land Use Plan showed Mandarin Road as a 4-lane private road.

Pavilion at Sand Lake is seeking to construct a portion of the Mandarin Road Extension and a portion of the Kirkman Road Extension.

The draft agreement presented incorporates these provisions.

There are three different Developers; 4<sup>th</sup> Quarter which is made up of two separate entities, and UCPM.

Mr. Langley stated that the road will be dedicated after the roadway is constructed to avoid issues of getting permits from the County.

The Committee received a proposed draft agreement to review page by page but decided to discuss deal points first.

Deal Points:

- dedicated Right-of-Way for no credits and design for no credits
- credits for construction

Mr. Kunkel stated that the Developer is to design and provide Right-of-Way at their cost and would obtain road impact fee credits for construction.

100 feet of Right-of-Way plus a 10 foot sidewalk easement and no bike lanes is what was originally planned, but a four foot paved shoulder could be changed to bike lanes.

Mr. Kunkel raised a concern for safe and adequate access to the development.

The County is providing credits for all four lanes when at least 2 lanes are required for safe and adequate access.

This agreement is to construct four lanes to the Kirkman Interchange.

Mr. Nastasi asked Mr. Langley to include provision for one-year bond after construction.

Mr. Kunkel asked about connectivity since we cannot grant road impact fee credits for a roadway that does not connect.

Mr. Harrison asked for bullet point summary and for Mr. Langley to return to the next meeting.

*This item was rescheduled for the April 16, 2008 meeting.*

Mr. Langley asked about the permitting process and whether an E Permit would be available.

Mr. Nastasi stated that Public Works Engineering has to review the 30/60/90/100 design plans to meet the design standards. The road needs to make a connection. The goal is to provide connectivity from Sand Lake to Universal along with signalization.

**Morgran PD – First & Second Amendments**

Road Affected: Alafaya Trail Widening

Present: R. Duke Woodson

Previous RIFC: 2/17/1999, 2/5/2003, 9/1/2004, 9/15/2004, 10/13/2004, 10/27/2004, 1/5/2005, 9/28/2005, 9/12/2007, 1/30/08

Mr. Woodson explained that the only change to the agreement is to convey by plat.

Ms. Alfonso requested to add one sentence to the end of Subsection 2(b). “If conveyance is by Plat, Section C, E, and F shall not apply”.

Ms. Cummings asked about pond easement buffer area.

Mr. Woodson explained that the pond taking was outside the 25 foot buffer area.

Page 3 Ms. Caswell asked that Section 3 be modified also to allow credits to be posted upon recording of plat or deed.

Exhibit A remains but no other exhibits needed.

*Mr. Nastasi made a motion, seconded by Mr. Smogor, to approve both Morgran First Amendment and Morgran Second Amendment 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. Harrison adjourned the meeting at 11:52 a.m.