



Interoffice Memorandum

**Minutes
Woodbury Road Extension
College Suites Special Meeting
March 25, 2008**

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Members Present: Roger Cain – Public Works Department
Renzo Nastasi – Transportation Planning Division

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County Staff Present: Brian Sanders – Transportation Planning Division
Roberta Alfonso – County Attorney’s Office
Heather Brownlie – Transportation Planning
Whitney Evers – County Attorney’s Office
Ghulam Qadir - Public Works Engineering Division
Frank Yokiel - Public Works Engineering Division
Abdul Azim - Public Works Engineering Division
Ivelisse Torres – Growth Management
Jennifer Cummings – Stormwater Management
Mirna Barq – Transportation Planning Division
Benj Hurt – Real Estate Management Division
Vince Randazza – Real Estate Management Division

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Others Present: Anna Long – Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Warren Williams – College Suites at Woodbury
Udo Garbe – College Suites at Woodbury
Andrew Chu – College suites at Woodbury

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Mr. Nastasi opened the meeting at 10:05 a.m.

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Copies of the revised agreement provided by Ms. Long on 3/24/2008 were distributed.

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Mr. Randazza raised an issue with the Developer and the Owner not being the same entity for the former Mandt parcel and the College Suites parcel.

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Mr. Williams and Ms. Long assured everyone that they would correct this issue prior to the agreement going to the Board of County Commissioners.

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Mr. Randazza raised the issue that Challenger Parkway is currently platted as a private road, owned and maintained by the Central Florida Research Park. He asked if this would be an issue for connectivity of the road network.

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Mr. Nastasi will review the information with Mr. Cain and Mr. Massaro and determine whether the County needs to obtain ownership of that section of Challenger Parkway.

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Mr. Cain stated that the Central Florida Research Park may not wish to dedicate the roadway to Orange County, but as long as the facility is open to the public connectivity exists.

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On Page 3 the conveyance timeframes were reviewed.

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Mr. Nastasi asked Mr. Randazza to prepare a checklist of items which Ms. Long will need to submit for review by Real Estate Management prior to the conveyance.

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2 Mr. Hurt will prepare a letter before the 4/2/2008 RAC meeting outlining what will need to be submitted and provide this to Ms. Long.

4 On Page 4 in Section 3(b)(ii) Mr. Randazza pointed out that the County cannot pay documentary stamps or ad valorem taxes on the property.

6 Ms. Long referred to page 10 where College Suites is providing a \$10,000 contribution for the partial release of the conservation easement and the funds for the documentary stamps and tax payments will be funded from there.

10 Ms. Alfonso asked Ms. Long to reference Section 7 in Section 3(b)(ii).

12 Mr. Nastasi asked what the tax amount would be. Mr. Hurt stated that according to the property appraiser's website the taxes last year were \$2500.00.

14 Ms. Long explained that the Developer would pay the taxes due and then deduct that amount from the \$10,000 to be paid to the County as provided in Section 7.

16 Ms. Alfonso asked that the language from the Taurus (O53B LLC) agreement be used as a model for the reference.

18 In Section 2(c)(iii) Mr. Cain asked that the word "County" at the end of the section be replaced with "Manager of Real Estate Management Division" for consistency within the section.

22 Mr. Randazza asked if the timeframe for the extension worked with the termination clause. Ms. Alfonso responded that these provisions do not conflict because if the Developer fails to close by October 15, 2008 then there would be no conveyance due to termination of the agreement.

24 On Page 6 there are blanks which need to be completed. The appraisal value for the College Suites property is being performed by the Developer and needs to be reviewed by Real Estate Management as well before being included in the agreement.

26 Mr. Hurt provided an update on the appraisal value for the former Mandt parcel which is still being analyzed by the Derango firm.

28 On Page 6 Mr. Cain asked Ms. Long to include additional language in Section 2(e) that no impact fee credits were to be provided for the Donated Lands.

30 Mr. Nastasi confirmed that the County would pay all mitigation costs and all maintenance and monitoring costs. All County staff were in agreement and no one objected to this point.

32 On Page 7 the ESA language is mostly boilerplate with some modification to provide both parties with options.

34 Mr. Garbe stated that he has already had an ESA Phase I performed on the property and that no environmental issues were found.

36 On Page 7 in Section 2(h) Ms. Long is proposing added language to require that the County complete the conveyance within a four-month time-frame.

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2 Mr. Randazza asked that the word “report” be changed to “Commitment” in the fourth line of that section.

4 Ms. Alfonso asked that “acceptable to the County” be included at the end of the section as well.

6 On Page 8 in Section 4 the proposed changes were made by Ms. Alfonso and Ms. Evers based on the discussion at the last meeting.

8 On Page 8 in Section 4 Ms. Alfonso asked that the word “Denial” be removed.

10 Ms. Long will appear at the Concurrency Review Committee after the April 15th Denial Letter is issued.

14 Ms. Long confirmed with Ms. Barq that the fees for SR 50 will not be raised until after the Proportionate Fair Share Agreement is entered into with College Suites according to the proposed timeframes.

18 Mr. Randazza raised the issue of the potential for a TIIF Reservation to exist in the area of SR 50.

20 Mr. Williams and Ms. Long understood that if there were to be a TIIF reservation uncovered in the title work that there would be a deduction for the amount of property located within the TIIF Reservation.

24 The timing for the Reservation of Trips was discussed.

26 Mr. Randazza asked about the access to get to the pond location.

28 Mr. Cain asked about the joint pond volume figures and asked Mr. Garb to be sure that he only needs 0.19 acres for College Suites retention.

30 Mr. Qadir asked if the drainage calculations had been performed and if the Developer connects to the system how the system would function.

34 Mr. Nastasi stated that any modifications or additional costs due to an increased pond size for the Developer would be at the Developer’s expense and that this needs to be clearly stated in the agreement.

38 The County will maintain the Joint-use pond as long as the Developer does not exceed the 0.19 acre area agreed upon.

40 On Page 9 Mr. Randazza asked if the word “proposed” was needed in Section 5 to describe Parcel 1. Ms. Long indicated that the pond could be reconfigured but would not move from its present location.

44 Mr. Qadir asked about the floodplain and Ms. Long asked if Kimley-Horn had reviewed this information in their design work.

48 Mr. Cain stated that if issues arise regarding flood plain then the County would have to remedy at its own expense and that would require compensated storage.

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- 2 Ms. Long cautioned that these issues need to be resolved immediately and suggested that Andrew Chu work with Hao Chao at Kimley-Horn directly to discuss any possible flood plain issues.
- 4 Mr. Sanders has been in contact with Kimley-Horn and Hao Chao is looking into the issue currently.
- 6 Mr. Cain stated that the figures would need to change if compensating storage was required.
- 8 Mr. Sanders indicated there was no access issue with the pond location but what about the conservation easement area?
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- 12 Mr. Williams suggested including this information towards the end of the agreement.
- 14 On Page 10 Mr. Cain asked that the “aforementioned amount” be more specifically defined.
- 16 On Page 10 in Section 6 Ms. Cummings approved the language in that section.
- 18 On Page 11 in Section 8(b)(ii) the reference should be to 8(b)(i) rather than 7(b)(i).
- 20 On Page 11 Ms. Long will change the reference from Section 7 to Section 8.
- 22 Mr. Nastasi asked Mr. Qadir to review the timeframes in the agreement for design and construction.
- 24 Ms. Cummings provided Ms. Long with specific language to be included in the agreement for specific completion of substantial construction.
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- 28 Mr. Qadir agreed the timing was acceptable.
- 30 On Page 13 at the end of Section 9 Mr. Nastasi asked that a clause be added to state that all Development Review approvals required for constructing an access road be included as a new subsection (d).
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- 34 On Page 14 in Section 12 under Recordation of Agreement Ms. Alfonso stated that there could be an issue if someone reviewed the BCC minutes and somehow recorded a copy of the approved agreement before the date contemplated in the agreement which could create a cloud on the title.
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- 38 Ms. Long understood that was a remote possibility and stated that her client is willing to take that risk.
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- 42 On Page 16 any future easements needed are contemplated in a catchall provision.
- 44 On Page 4 the County needs to be included where the easements are discussed so any easements needed by the County can be addressed at the same time.
- 46 Mr. Cain stated that the Orange County Code does not require the County to have any access to conservation easements.
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- 50 Mr. Nastasi asked that on Page 5 language be included that if such easements for the benefit of the County are necessary they will be provided to the County in a timely manner.

- 2 On Page 17 Ms. Alfonso reviewed the remedies section and stated it was boilerplate.
- 4 The Exhibits were discussed. These have been provided previously but not reviewed. Ms. Long
6 will provide these to Ms. Brownlie who will distribute for review by Survey staff and Kimley-Horn
and anyone else who may need to review.
- 8 Mr. Sanders heard back from Hao Chao at Kimley-Horn on the floodplain issue that the seasonal
10 high level is the same as the floodplain level and that only a small differential is possible which can
be accommodated on the pond location through compensated storage.
- 12 On Page 19 in Section 21 there is a blank for a date which has not been filled in. Ms. Alfonso
asked that the sentence be removed.
- 14 Ms. Long and Mr. Williams will add in a date acceptable to College Suites which represents the
16 date they need the agreement to be presented to the Board of County Commissioners.
- 18 Ms. Brownlie asked that it not be prior to June 15, 2008 if at all possible.
- 20 Ms. Long will revise the agreement with the changes discussed at today's meeting and send it back
to Ms. Alfonso for her review and then to Ms. Brownlie for distribution.
- 22 Meeting adjourned at 11:57 a.m.