



Interoffice Memorandum

Minutes

Roadway Agreement Committee

March 4, 2009

Members Present: Jim Harrison – Growth Management (Chairman)
Joe Kunkel– Public Works Department (Vice Chairman)
Benj Hurt – 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: Roberta Alfonso – County Attorney’s Office
Julie Naditz – Highway Construction Division
Heather Brownlie – Transportation Planning Division
Rita Gonzalez – Transportation Planning Division

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

Approval of Minutes

The Committee reviewed the minutes from the February 18, 2009 Roadway Agreement Committee Meeting and changes were requested as follows:

Page 2 line 20 add a period after “Agreement” and delete the remainder of the sentence.

Page 2 line 23 - 26 delete the whole sentence per the request of Mr. Nastasi.

Page 2 line 30 – 31 delete the whole sentence per the request of Mr. Nastasi.

Mr. Kunkel made a motion, with a second by Mr. Nastasi to approve the February 18, 2009 Roadway Agreement Committee Meeting minutes with corrections. Motion carried unanimously.

Activity Update/Summary/Follow-Up Items List

The Nadeen Tanmore First Amendment and the South Narcoossee TRIP Agreement were both approved by the Board of County Commissioners in February.

There was discussion of the Recording of Agreements. Mr. Smogor is currently working to get procedures in writing from the Clerk’s office and set up a Standard Operating Procedure.

There was also discussion of the Disclosure Forms and when they will be collected by the Roadway Agreement Committee.

Mediation for Summerlake is scheduled for April 2009; the First Amendment may be withdrawn.

OUC

Road Affected: Alafaya Trail Widening

Present: Tom Callan

County Staff Present: Juan Curi, Brian Sanders

Previous RAC: 8/10/2000, 8/30/2000, 10/11/2000, 2/1/2006, 3/15/2006, 4/19/2006, 11/12/2008, 12/10/2008, 1/7/2009, 1/21/2009, 2/4/2009

Mr. Callan stated that he has made revisions to the agreement and would like to come back in two (2) weeks.

The Parcel 802E drainage easement was converted into fee simple.

OUC is working on the Exhibit C to reflect this information.

Page 2 Ms. Alfonso asked that Recordation information be included for the Original Agreement and First Amendment. Mr. Callan stated that neither Agreement was recorded.

Page 2-3 delete “subject to any easements of record held by Orange County”.

Page 3 remove Plat dedication reference per Ms. Alfonso.

Page 4 Section (e) needs to be boilerplate for the environmental audit language.

Page 4 Section (f) Ms. Alfonso asked to delete “if required by Florida Law” at the end.

Ms. Alfonso asked for the intersection properties tax parcel ID to be included.

Page 8 Section 11 remove the Counterparts section completely per Ms. Alfonso.

Page 8/9 need to have separate Signature pages for each executing party.

Mr. Hurt asked they put footer back in to identify each page since the Clerk requests that.

Ms. Rozier asked that “Project” be defined. Mr. Harrison stated the project is defined in original agreement.

Page 4 Ms. Rozier asked about the 252 Net New PM figure. It does not match the exhibit.

Mr. Harrison asked that this item be rescheduled for the March 18, 2009 Roadway Agreement Committee meeting.

Innovation Way Road E Agreement

Development: Innovation Way/Beachline Interchange Agreement

Developer: Suburban Land Reserve, Inc.

Road Affected: Innovation Way/Beachline Interchange Agreement

Present: Wayne Rich, John Florio, Jim Pratt

Previous RIFCC: 7/16/2008, 9/17/2008, 1/7/2009, 1/15/2009

County Staff Present: Juan Curi, Brian Sanders

The title of the Road E Agreement was changed to now read Innovation Way Roadway Network Agreement.

The Committee reviewed the Agreement page by page using the blackline version of the revised agreement.

There were no changes to Page 1.

Page 2 Paragraph 10 Mr. Nastasi wants a more affirmative statement. Change to “will be entering”. Ms. Alfonso wants the “anticipate” language to be included as it reads.

Page 3 Mr. Hurt asked that page numbers be added.

Page 4 Section 19 Mr. Nastasi asked to change the first sentence to read, “both concern provisions for right-of-way costs for improvements which will...”

Page 4 Mr. Smogor asked that Section 20 be deleted altogether since it should only relate to Road E improvements.

Mr. Harrison asked to note Mr. Smogor’s objection to that Section.

Page 5 Ms. Alfonso stated that “any and all” should be changed to “actual and reasonable incurred” in reference to all mention of costs.

Page 6 Ms. Rozier asked for a sketch to accompany the legal description.

Page 7 Ms. Rozier asked for clarification of the Alafaya Trial limits.

Page 8 Mr. Nastasi reviewed the Section starting “Road E or Innovation Way Road E” and stated that impact fee credits being made available is an issue, asked that after “hereinbelow”, the end of the paragraph be deleted. Two lanes are necessary for the ICP Development, so safe and adequate access will be required; therefore, cannot get road impact fee credits unless four lanes are constructed.

Mr. Pratt references two additional sections where he could remove that reference and delete everything after “hereinbelow”.

Page 9 Mr. Nastasi asked about the definition of the South Road, since it did not address construction for the South Roads. If it is a road network agreement then the agreement should address how the south Road gets built. The Developers need to figure out the network south of the Beachline and how this will be built.

Mr. Harrison explained that this cannot be spelled out in an agreement with just one property owner.

Section 8 refers to Landowner’s agreement.

Page 9 Section 3 Ms. Alfonso asked to add similar language from (b) in Section (a) “initially at SLR’s sole expense”.

Page 10 Section 3(b) in the first sentence, add “credits” after “impact fees” and change “is” to “may be” after “SLR” per Ms. Alfonso.

Page 10 Mr. Curi asked about (i) and (ii) at the top of the page. Why aren’t plans being designed to FDOT standards? Mr. Florio agreed to add in Greenbook standards.

Page 10 Ms. Almodovar asked they change “permit” to “approval”.

Page 11 Mr. Nastasi stated that if this agreement is terminated, then the DRI cannot proceed. No Development Order can move forward without accompanying agreements.

It was suggested that line numbers should be added to agreements that are lengthy.

Page 11 Mr. Kunkel asked if 60 feet can be included rather than a minimum width requirement.

Page 12 Mr. Hurt stated that the Developer is to pay cost of conveyance and relocation if relocated.

Page 13 Mr. Nastasi said that the County will not condemn or acquire any additional Right-of-Way for Road E.

Mr. Pratt was fine with that; the only issue would be the OCU Easement which the County will take the property subject to.

Mr. Nastasi objects to including any condemnation language on Page 13. Mr. Harrison asked that these sentences be removed.

Mr. Pratt agreed to rework the section.

Page 13 Mr. Nastasi asked about when the Road E budget would be provided for County review.

Page 13 Ms. Almodovar asked for a definition of “retained stormwater”.

Mr. Florio described what they were looking for.

Page 13 Section 3(f)(ii) Ms. Rozier asked they add “one lane northbound and one lane southbound”.

Page 14 Mr. Nastasi asked to remove the reference to “fixed guideway” before “Transit” in paragraph 3(f) at the end.

Page 14 Section 3(g), last Section, starting with “Notwithstanding the foregoing...” is not necessary if both agreements and the Development Order (DO) are approved simultaneously.

Page 15 Mr. Nastasi raised the issue of providing full credits to SLR now since the County would need to make sure that future agreements do not also reimburse SLR thereby providing a greater benefit.

Mr. Harrison asked if this was contemplated in the agreement with other landowners.

Mr. Pratt can add language to state that SLR will not benefit or will forfeit road impact fee credits provided if they were to receive alternate reimbursement.

Page 15 Section 6 Ms. Alfonso asked to change “conveyance by SLR” to “Orange County’s acceptance”.

Page 16 Mr. Nastasi asked when the road impact fee credits would be provided. This can only be at the time of conveyance, not when the documents are provided to escrow.

Page 15 Section 5(b) Ms. Martin stated that warranty bonds need to be assigned to the County no matter who constructs. Mr. Kunkel and Ms. Almodovar will look at the warranty issue further.

Page 16 in the top paragraph, 4 lines down in the sentence starting with “In addition,” Ms. Alfonso asked they add “and approval” after “upon receipt”.

Page 16 the last sentence in the top paragraph, Mr. Nastasi asked to add “or its equivalent” after “transportation district”.

Page 17 Mr. Smogor asked that Section 8 be deleted and if any language is included, and then refer to the Comprehensive Policy Plan only.

Mr. Nastasi asked that the Roads be named Road A / Road B rather than Innovation Way North and Innovation Way South.

Mr. Smogor made a motion to deny approval of the agreement.

No second to the motion was made.

Mr. Harrison stated that the motion died for a lack of a second.

Page 17 Mr. Nastasi stated that the County would not acquire Right-of-Way and asked that “County shall otherwise acquire” be deleted since it goes beyond the scope of this agreement. The vision map everyone agreed to is included as an exhibit and that defines the area.

Mr. Kunkel made a motion to amend Section 8. A period is to follow “Innovation Way Overlay” and delete “and for that purpose agree as follows”. To that extent, Road E and SLR shall be in compliance with Innovation Way policies and strive toward meeting the Innovation Way Roadway Network and the Transit Vision Network as may be defined in the Orange County Comprehensive Policy Plan as may be amended from time to time. The remainder of Section 8 will be deleted. Second by Mr. Smogor.

Mr. Kunkel stated that this agreement is going way beyond the scope of Road E and encompassing all of East Orange County.

Mr. Nastasi stated that a map with the 4 roadways is to be included in the Comp Plan.

Mr. Nastasi stated that the Vision Plan map be included as an exhibit to the agreement, but this map has not been approved by the Board of County Commissioners and is not yet an adopted map.

Mr. Kunkel restated the motion and Mr. Nastasi and Mr. Smogor concurred.

Mr. Pratt wants to make sure they will have something at the end of the day which without this language could cause SLR to back away from this agreement.

Mr. Rich stated that they are trying to bring forward the Vision Map beyond what is in the Road E agreement.

Mr. Harrison stated that from the beginning the Committee has said that this is not the place for this information; it belongs in the Development Order and the Comprehensive Policy Plan.

Mr. Nastasi stated that the Development Order covers a great portion of this information and needs to go together with this agreement.

Mr. Harrison asked if Mr. Kunkel's motion included striking Section 9.

Mr. Smogor asked to amend to strike Section 9 except for the first sentence.

Mr. Kunkel is okay with leaving Section 9 alone and did not accept the suggested amendment.

The Committee voted on the motion which was on the table.

Motion carried unanimously.

Mr. Harrison explained the appeals process through the Development Review Committee to the Board of County Commissioners for the applicants.

The applicants did not wish to continue review of the Road E Agreement.

Innovation Way/Beachline Interchange

The Interchange was not heard, there was no draft available for review.

The Committee discussed the Regional Planning Council process and the Development Order. Mr. Nastasi suggested possibly bringing the Development Order to the Roadway Agreement Committee. The applicants asked if the Roadway Agreement Committee has the authority to do that. Mr. Harrison stated that the Roadway Agreement Committee could recommend approval to the Development Review Committee.

The motion was to strike paragraph 8, but not to approve the document as a whole.

Ms. Almodovar made a motion seconded by Mr. Smogor to continue discussion on this item until April 1, 2009.

Mr. Harrison asked that the Road E Agreement be rescheduled for the first Wednesday in April on April 1 to bring Road E back along with the Development Order.

Motion carried unanimously.

Mr. Harrison adjourned the meeting at 11:59 a.m.