



## Interoffice Memorandum

### Minutes

### Roadway Agreement Committee

October 15, 2008

Members Present: Jim Harrison – Growth Management (Chairman)  
Joe Kunkel/Frank Yokiell – 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  
Joe Perez – Highway Construction Division  
Susan Martin– Risk Management Division  
John Geiger – Environmental Protection Division  
Juan Curi – Public Works Engineering Division  
Heather Brownlie – Transportation Planning Division

Mr. Harrison called the meeting to order at 8:50 a.m.

### Approval of Minutes

The Committee reviewed the minutes from the October 1, 2008 Roadway Agreement Committee Meeting and changes were requested as follows:

On Page 1 at line 43 Ms. Almodovar asked that “Roadway Area” be changed to “Road right-of-way” at the end of the sentence.

On Page 2 at line 50 Ms. Rozier asked to add the word “the” between the words “in” and “original”.

On Page 4 at line 18 Ms. Alfonso asked to change the word “or” to “and” to make the action affirmative.

On Page 7 at line 30 Ms. Alfonso requested that the word “all” be changed to “any combination” of the foregoing.

On Page 9 at line 9 Mr. Yokiell pointed out that the words “County” and “City” were transposed and needed to be switched.

On Page 9 Mr. Yokiell asked to delete the word “stone” before the word “wall”.

***Mr. Smogor made a motion, with a second by Mr. Harrison to approve the October 1, 2008 Roadway Agreement Committee Meeting minutes with listed changes and other typographical corrections and grammatical omissions.. Motion carried unanimously.***

### Special Fishback PD Road Meeting – October 2, 2008

The Committee reviewed the Minutes from the Special Meeting held on October 2, 2008 and no changes were requested.

*Mr. Nastasi made a motion, with a second by Ms. Almodovar to approve the October 2, 2008 Special Fishback PD Meeting minutes as is. Motion carried unanimously.*

**Special Florida Mall Road Meeting – October 2, 2008**

The Committee reviewed the Minutes from the Special Meeting held on October 2, 2008 and no changes were requested.

*Mr. Nastasi made a motion, with a second by Mr. Hurt to approve the October 2, 2008 Special Florida Mall Meeting minutes as is. Motion carried unanimously.*

**Activity Update/Summary/Follow-Up Items List**

Ms. Brownlie provided a new list format for Follow-up Items from the 10/1/2008 RAC Meeting.

Mr. Harrison asked that the Committee review the follow-up items after each meeting and to follow-up.

Mr. Nastasi asked what was happening with Morgran and the ponds and OUC.

Mr. Smogor responded that the project is still pending.

Mr. Nastasi suggested that Mr. Harrison contact Mr. Callan and Mr. Woodson to set a follow-up meeting to be posted and recorded.

Mr. Harrison asked Mr. Smogor for an update on the status of Morgran at the next Roadway Agreement Committee meeting.

The Friedman Group and the Starkman Group are two separate lawsuits filed against the County and the Water Management District.

Mr. Harrison met with Gloria Lockridge and John Florio yesterday on Road E and they have asked to appear at the November 12, 2008 RAC Agenda instead of today's meeting.

Mr. Nastasi stated that there are major concerns with the 60% Road E design plans which do not meet Greenbook standards. There is a 45 m.p.h. design speed which does not make it a local road and the Greenbook standards would need to be applied.

Mr. Nastasi also needs the interchange cost information from Mr. Florio and hopes to receive this for review prior to the next meeting.

**TRIP-Narcoossee Road**

Development: Eagle Creek and a group of other Developments on Narcoossee Road

Developer: Lake Nona and a group of Narcoossee Road Developers

Road Affected: Narcoossee Road

Present: Craig Langley; Leigh Ann Buzyniski, Kathryn Biddle; Lindsay Bensko and Stuart Buchanan

Previous RIFCC: 9/14/2005, 1/04/2006, 1/18/2006, 2/15/2006, 3/01/2006, 4/05/2006, 4/19/2006, 5/03/2006, 5/17/2006, 6/07/2006, 10/1/2008

Mr. Langley distributed a revised blackline agreement for review incorporating Ms. Alfonso's suggested changes as well as changes from the last meeting.

Mr. Nastasi outlined the issues concerning the property owners at the southern end of the project.

Ms. Buzyniski stated that the Scott Property foreclosure issue was currently being worked through with the lenders.

Mr. Buchanan representing MPG spoke about the MPG situation. MPG cannot obtain a partial release from the mortgage company until the taxes are paid up to date. MPG would like to comply, but cannot get lender approval to do so.

Mr. Nastasi asked Mr. Langley if the other parties to the agreement could absorb the back-tax costs now and get repayment later.

Mr. Langley wants to get road construction underway as soon as possible.

Mr. Buchanan stated that the tax certificate sale is scheduled for April of 2009.

Mr. Nastasi reminded the applicants that the assignment of trips is based on the completion of the road and if the road is not completed then the number of trips provided could change.

Mr. Langley stated that the road construction would be completed ultimately. The bid will be separated into a two-part project with a deductive alternative for the southern section.

Mr. Curi stated that condemnation may be a problem since no RCA study or alignment study was ever undertaken prior to the agreement.

The Committee decided to review the revised First Amendment page-by-page.

On Page 8 Mr. Langley included the new force majeure boilerplate language which Ms. Alfonso provided.

On Page 11 Mr. Langley made changes to the Dispute Resolution language agreed to by Ms. Alfonso.

Ms. Alfonso asked Mr. Langley to please continue the page numbering throughout the exhibits.

On Page 19 on the signature page for Yates/Ackerman Mr. Hurt asked that the trust information be included.

Mr. Nastasi stated that there is also an MOU which will need to go to the BCC at the same time as the First Amendment and that the MOU needs to include the escrow account amount as an exhibit.

The City of Orlando has to be a party to the MOU also.

***Motion by Mr. Smogor second by Mr. Nastasi to approve the First Amendment with the changes made at today's meeting, subject to final review by the Committee, subject to final review of the exhibits by the County Surveyor, and subject to the MOU going with the First Amendment to the Board of County Commissioners. Motion carried unanimously.***

Mr. Harrison would like to set a follow-up meeting with Mr. Langley and Mr. Buchanan in mid-December to review the MPG issues further.

**Village F – APF Road**

Development: Bridgewater  
Developer: Summerlake Development LLC  
Road Affected: APF Road  
Present: Juli James, Olan Hill, and Joe Tramell  
Previous RAC: 6/4/2008; 10/1/2008  
County Staff Present: Bill Thomas

**APF Deficiency Owners Form**

Page 1 Section B change “followed” to “follows”.

Page 2 Ms. Alfonso asked that in Recital D a reference be made to the location of the Cooperation Agreement.

On Page 3 in Recital K change “clerk’s office” to “Clerk of the Orange County Board of County Commissioners”.

Mr. Nastasi stated that stormwater ponds for Road Impact Fee Eligible roads would then be eligible for road impact fee credits also.

Mr. Nastasi asked what happened if a pond is relocated later on.

Ms. Almodovar stated that a drainage pond easement must be a permanent easement and Exhibit C will need to change to reflect a permanent easement not a temporary easement.

Page 6 Mr. Yokiell asked that a sentence be added to Section 7 to provide for title free and clear except for exceptions acceptable to the County and to strike the last sentence from “electrical transmission” on at the bottom of the page.

On Page 9 Mr. Nastasi questioned the use of the word “approximately” since the agreement should be specific as to final acreages. Mr. Tramell explained that as the design progresses these numbers may change and he understands that these documents may need to be amended at a later date.

Mr. Nastasi asked that a total acreage for impact fee eligible roads be identified in each agreement.

On Page 8 in Section 7 subsection (ix) Mr. Geiger asked to add to this subsection information on the wetland determination and an additional new subsection to be subsection (x) for habitat survey and related permits.

On Page 10 Ms. Rozier noted that sections 14, 19 and 31 contain similar information. Ms. Alfonso suggested consolidating the language into the section 14 information.

On Page 12 Ms. Alfonso asked that the County Attorney’s Office be removed from the “with copies to” section.

**APF Surplus Owners Form**

The Committee reviewed the distinctions between the two forms.

Ms. James will make the changes requested by the Committee to both form documents.

Ms. Alfonso raised the issue of how this agreement will function if the APF Ordinance is not changed prior to these agreements moving forward.

Ms. James offered to take out any reference which would prevent the agreements from moving forward.

Ms. Alfonso pointed out that the Cooperation Agreement between the Village F owners either has to be made available to the public and referenced with a location or taken out of the agreement also.

Ms. James and Mr. Tramell will need to speak with the other property owners.

Mr. Harrison asked that this item be rescheduled to the next meeting so that Ms. James and Mr. Tramell can make a decision on what to do with the Cooperation Agreement.

**Woodbury Church Land Use Plan**

Development: Woodbury Church  
Developer: Church of Jesus Christ of Latter-Day Saints  
Road Affected: Woodbury Road  
Present: Tony Cheung, Allen Epstein  
Previous RAC: 12/12/2007

The Committee reviewed the agreement page by page.

On Page 2 Ms. Rozier questioned whether the County Engineer had declared this section of Woodbury Road as impact fee eligible. Mr. Nastasi stated that this section has been designated as road impact fee eligible by the County Engineer.

On Page 6 Ms. Alfonso asked that the thirty day provision be added to Section 7 to the recording statement.

*Motion by Mr. Smogor second by Ms. Almodovar to approve the Agreement with the changes made at today's meeting, subject to final review by the Committee, subject to final review of the exhibits by the County Surveyor. Motion carried unanimously.*

**Lakeside Village – Royal Estates**

Development: Royal Estates  
Developer: Houshang Sabeti  
Road Affected: Reams Road  
Present: Paul Chipok, Mark Sabeti, Momtaz Barq  
Previous RIFCC: 5/4/2005, 6/29/2005, 7/20/2005, 3/21/2007, 8/6/2008  
County Staff Present: Bill Thomas

**Right-of-Way Agreement**

On Page 2 in Section 2(a) Ms. Rozier questioned the trail being included in this agreement.

Mr. Nastasi asked that a distinction be made between the trail Right-of-Way and the Road Right-of-Way since no Road Impact Fee Credits may be provided for the trail.

On Page 1 and Page 3 Mr. Geiger pointed out a discrepancy between the spelling of the owners names and asked that these match in the final version.

On Page 6 Ms. Alfonso asked that Section 11 be deleted in its entirety.

#### Adequate Public Facilities Agreement

On Page 1 there is a typographical error in the title where “neighborhood” is misspelled.

Mr. Perez asked that a legal description also be provided for the sketch included as Exhibit B.

Mr. Harrison stated that the legal description for the conveyance needs to be provided and a distinction in acreage made between the Road Right-of-Way and the Trail Right-of-Way if both are shown on the revised Exhibit B.

Mr. Chipok stated that Exhibit B was a composite exhibit and asked if a metes and bounds legal description was necessary.

Mr. Perez responded that a metes and bounds legal description was necessary since it was the only sufficient description of the conveyed lands.

On Page 3 Ms. Rozier stated that the 66.9 acre figure in Recital L differs from what is shown on the composite exhibit.

Ms. Alfonso asked Mr. Chipok to number all of the pages consecutively including the exhibits.

Mr. Thomas asked that language be included stating that the development will accommodate the stormwater runoff from the trail.

Mr. Chipok agreed to add a sentence to Section 2.1(3) to include this provision.

Ms. Almodovar asked about the traffic circles identified in Exhibit B and asked that the acreage needed for the traffic circles be included in the acreage totals.

Mr. Chipok will check on this and resolve any issues.

Mr. Harrison agreed that any Road Right-of-Way for the traffic circles should be included since it is eligible for road impact fee credits also.

On Page 6 in Section 3 Mr. Nastasi asked Mr. Chipok to include the \$22,500 per acre value since it is not mentioned in the APF Agreement and to also include a reference to the Road Right-of-Way.

On Page 8 the Committee asked that all the “with copies to” for the County be removed except the County Administrator and Planning Manager since this is an APF Agreement.

***Motion by Mr. Smogor second by Mr. Nastasi to approve the Right-of-Way Agreement and the Adequate Public Facilities Agreement with the changes made at today’s meeting, subject to final review by the Committee, subject to final review of the exhibits by the County Surveyor. Motion carried unanimously.***

**Fishback PD/KB Homes**

Development: Fishback PD

Developer: KB Homes

Road Affected: Ficquette Road

Present: Juli James, Kendall Keith, Mohammed Abdallah

Previous RAC: 12/8/2004, 1/5/2005, 1/04/2006, 1/18/2006, 2/15/2006, 3/01/2006, 3/15/2006, 8/6/2008

County Staff Present: Robin Hammel

Ms. James presented the Amended and Restated Roadway Network Agreement for KB Home Orlando LLC for Ficquette Road.

The agreement calls for design plans to be submitted at 30%, 60%, 90% and 100% plans.

Mr. Nastasi stated that design plans which will not be built for maybe ten years and would have expired permits is not the same value as design plans to be built in the near term. The original agreement called for the Developer to design and construct.

Mr. Nastasi asked that the Developer not apply for any permits and not finalize the design past what has been completed.

Mr. Curi stated that the plans submitted to date have been designed to County biddable standards.

KB Homes' failure to construct in a timely manner has also contributed to a change order for Segment E of CR 535 to taper back to two lanes where originally Segment F (the subject of this agreement) would have been constructed first had the terms of the original agreement been followed.

Mr. Harrison instructed the applicant to stop the design work and an amount of road impact fee credits for the design for work performed would be considered.

Mr. Kunkel asked Ms. Hammel and Mr. Curi to review where the plans are at and what would need to be done in the future to make these plans usable when the road would be constructed down the line.

Ms. James asked about a refund of the amount paid for the Capacity Reservation Certificate. Mr. Harrison directed Ms. James to contact the Concurrency Management Official, Dean Stites, to resolve this issue.

Mr. Nastasi asked that in Section 3 the timeframe for Right-of-Way conveyance be changed from two years to within 180 days.

Ms. Alfonso asked that the boilerplate Utilities language and the boilerplate Right-of-Way valuation language and the Force Majeure language all be included in the Amended and Restated Road Network Agreement.

Mr. Harrison asked that this item be rescheduled for the November 12, 2008 Roadway Agreement Committee meeting.

**Innovation Place**

Development: Innovation Place/Moss Park Development of Regional Impact

Developer: CNL

Road Affected: Innovation Way

Present: Lance Bennett, Tonya Mellon

Previous RAC: 5/4/2005, 5/18/2006 (as Moss Park DRI for Alafaya Trail Extension) 9/13/2006, 9/27/2006, 10/11/2006, 12/13/2006, 3/21/2007, 4/4/2007, 4/18/2007, 5/2/2007, 5/16/2007, 7/18/2007, 8/1/2007

County Staff Present: Brian Sanders

Mr. Bennett explained that he was seeking an interpretation from the Committee for the interchange portion of the Innovation Place project.

Mr. Bennett outlined four issues which require clarification:

- 1) The ROW width for the area underneath the overpass
- 2) Landscaping requirements
- 3) Lighting requirements
- 4) The Alignment Study

Mr. Bennett stated that the plans were at the 100% submittal stage and they were encountering several issues with finalizing the plan set.

The Innovation Place Agreement requires 152 feet of Right-of-Way and there is only 142 feet of Right-of-Way underneath the bridge due to constraints.

Mr. Nastasi agreed that constraints underneath the bridge will require changes to the design parameters.

Mr. Kunkel stated that he did not want to lose an opportunity for additional Right-of-Way to be acquired if it can be acquired now so there would not be a need to acquire additional Right-of-Way later on.

Mr. Harrison asked the Committee members how much Right-of-way is needed under the bridge if 152 feet is what is required and that amount is not physically possible to comply with.

Mr. Bennett moved on to the second issue which was landscaping. There is no irrigation provided for in this typical section in the first phase. Can a portion of the landscaping requirements be postponed until such time as irrigation and additional plantings are required in future phases?

Mr. Kunkel agreed this would be acceptable to the County.

Mr. Bennett discussed the third issue which was lighting requirements. OOCEA is installing lighting with power from OUC for the bridge. The Developer is proposing to not install any lighting until later on in a future phase since Progress Energy does not yet have power to that area but will in Phase 2 and beyond.

Mr. Nastasi stated this is a safety issue for the 800 feet of roadway in question and Mr. Kunkel agreed.

Mr. Nastasi felt that an unlit section of roadway owned by the County creates an opportunity for nefarious activity and should not be allowed.

Mr. Harrison summarized the discussion and the clarification provided to Mr. Bennett's issues.

For issue #1 Mr. Kunkel will work with Mr. Bennett on an acceptable amount of Right-of Way for the 800-foot typical section underneath the bridge.

For issue #2 the County is willing to allow the landscaping to be installed later on once the irrigation is in place.

For issue #3 the County is requiring that the lighting for the road segment be installed with the road project as planned.

Mr. Bennett then described his fourth issue which was the timing of an alignment study. Section 2.2.J on Page 64 of the Scope of Services Agreement calls for an alignment study to be provided along with other deliverables. Mr. Bennett would like to advance the alignment study so that an alignment can be agreed upon prior to meeting all of the other requirements in the section.

Mr. Bennett stated that the alignment study would be done ahead of the other requirements of that Section 2.2.J and that the engineers would complete all of the other requirements in that section before the end of the design.

Mr. Kunkel agreed that this was an acceptable approach.

Mr. Harrison recapped that for issue #4 the County was okay with advancing the alignment study.

Mr. Harrison adjourned the meeting at 12:09 p.m.