



Interoffice Memorandum

Minutes

**Narcoossee Road First Amendment
Special Roadway Agreement Committee
September 22, 2008**

Members Present: Renzo Nastasi – Transportation Planning Division

County Staff Present: Heather Brownlie – Transportation Planning Division
Robin Hammel - Public Works Engineering Division
Ghulam Qadir - Public Works Engineering Division
Juan Curi - Public Works Engineering Division
Joe Perez – Highway Construction Division
Bill Totten – Highway Construction Division

For Applicant: Craig Langley, Esq. – Shutts & Bowen
Jim Zboril – Lake Nona
Larry Kaufmann – Lake Nona
Kevin Knudsen – Bowyer-Singleton & Associates

Narcoossee Road First Amendment

The meeting was called to order at 1:40 p.m. with introductions.

The purpose for the proposed re-bid of the project was discussed. Mr. Curi asked for reasons why the project should be re-bid as Lake Nona has requested.

Mr. Zboril, the President of Lake Nona, stated that Lake Nona is taking over the lead developer responsibilities from Eagle Creek and they would like to provide for plan revisions to be included in the re-bid of the project.

Mr. Zboril explained that several parcels of property at the south end of the project, at least two parties, are either in foreclosure or have tax liens against the Right-of-Way to be dedicated. If the Right-of-Way cannot be conveyed the remaining parties need a way to move forward until such time as the issues with these two owners can be resolved.

Mr. Zboril outlined three items which would be accomplished through a re-bid process:
School access costs would be minimized if that section were to be built first as a requirement
Add to the bid an option for building the road in phases with Phase II being an option only if the two or three southern most property owners convey the Right-of-Way.
Participate in an advertised public bidding process in the re-bid to avoid bid contests later on and allow all interested parties to bid rather than the few which bid originally

Mr. Nastasi stated that any option to construct only a portion of the road would impact the agreement and have to be spelled out in the First Amendment and if any owner drops out it changes the traffic study and the vesting provisions for all of the owners.

Ms. Hammel indicated that foreclosure or bankruptcy issues could hold up right of way acquisition for several years.

Mr. Nastasi stated that the First Amendment would need to reflect that these two properties are no longer a party to the agreement.

Mr. Knudsen stated that the project could be split into two phases and the portion from Clapp Simms Duda Road to the south end of the project could be Phase II which encompass 1500 feet.

Mr. Langley stated that all of the parties have received conveyance documents for signature. Lake Nona will follow up with certain owners, but ultimately the responsibility remains with Akerman Senterfitt to obtain the signatures. Any assistance the County or the City can provide would be appreciated.

Ms. Hammel said that the County could be able to condemn land which is annexed into the City for a County road project.

Ms Hammel stated that the County could not condemn property since there has been no alignment study performed.

Mr. Knudsen confirmed that the design is complete and that permitting is in place for the entire road project.

Mr. Nastasi stated that conceptually we could split the project, however if a re-bid is undertaken and we still do not have the right of way conveyed then construction cannot begin.

Mr. Knudsen has met with the Yates/Ackerman owners and tried to answer their concerns and resolved their cell tower issues.

Mr. Zboril can guarantee that the properties to the north of Lake Nona will sign.

Mr. Knudsen stated that GOAA was performing an appraisal and that they were moving forward.

Mr. Nastasi reiterated that the agreement says that all right of way needs to be in place before the project is bid. This will need to be changed in the First Amendment if going to bid prior to right of way conveyance.

Mr. Nastasi stated no matter what the right of way had to be in place before construction begins. Mr. Curi added that construction invoices must be generated by April 2009 in order to be processed to receive TRIP Funding reimbursement.

Mr. Kaufmann suggested that they advertise in October for November bid openings.

Mr. Langley stated that he would like to see the First Amendment completed by November.

Mr. Langley committed that he would let the County know in two weeks time who had signed the conveyance documents and who was holding out and why in a list form.

Mr. Zboril agreed to re-consider releasing the Lake Nona documents from escrow if the other parties had signed by that time.

Ms. Hammel stated that the County Attorney's office may have problems with the condemnation language as included in the First Amendment.

Mr. Curi questioned the First Amendment provision which stated that in Section 13(a) if 20% or more of the project costs are not funded then Lake Nona has the right to drop-out as Lead Developer.

Mr. Zboril explained that they cannot award the bid if there is no funding to build the project.

Mr. Nastasi asked Mr. Langley for a letter with a statement of the escrow account funding to date. Mr. Langley will pass the request on to Akerman Senterfitt who is now and will remain the escrow agent for the construction project.

Mr. Nastasi asked for a separate Memorandum of Understanding (MOU) document to be prepared by Mr. Langley.

Mr. Langley explained that he had included the MOU provisions verbatim into the First Amendment.

Mr. Nastasi would like to see a separate MOU since the terms pertain mainly to Public Works and is a procedural issue for Public Works only to deal with.

Mr. Langley explained that the timing would then be the same as the First Amendment since Lake Nona cannot execute an MOU until they are the lead developer.

Mr. Langley agreed to pull out the MOU language and create a separate document for review outside of the Roadway Agreement Committee.

Ms. Hammel asked who would be inspecting the project. Mr. Nastasi replied it would be the Highway Construction inspectors who would inspect and review invoices.

Mr. Curi asked Mr. Langley to add language which states that the County has the right to inspect the project. Language was provided to Mr. Langley.

Ms. Brownlie reminded Mr. Langley that a Utilities Agreement is going with the conveyance documents to the BCC and needs to be executed by all parties also.

Mr. Curi confirmed that all Florida requirements for MWBE bidding would be adhered to.

Mr. Knudsen stated that the schedule for the re-bid would be to advertise in the paper the Sunday following the RAC meeting and to accelerate the school access to the beginning of the project and then provide for a Phase I and Phase II improvement to be completed with transitions.

The meeting was adjourned at 2:54 p.m.