



INTEROFFICE MEMORANDUM

Minutes Roadway Agreement Committee Virtual Meeting via Webex August 5, 2020

Members Present: Jon Weiss – Planning, Environmental & Development Services Dept. (Chair)
Diana Almodovar – Development Engineering Division (Vice-Chair)
Renzo Nastasi – Transportation Planning Division
Raymond Williams – Engineering Division
Humberto Castillero – Traffic Engineering Division
Paul Sladek – Real Estate Management Division
Eric Raasch – Planning Division

County Staff Present: Roberta Alfonso – County Attorney’s Office
Gina Segui – Risk Management Division
Jeff Dunn – Planning, Environmental & Development Services Dept.
Jennifer Cummings – Public Works Engineering Division
Hazem El-Assar – Traffic Engineering Division
Brian Sanders – Transportation Planning Division
Mirna Barq – Transportation Planning Division
Nannette Chiesa – Transportation Planning Division
Tammilea Chami – Transportation Planning Division
Heather Brownlie – Transportation Planning Division

Mr. Weiss called the meeting to order at 9:00 a.m.

Public Comment

Mr. Weiss inquired as to Public Comment - no members of the public wished to speak.

Approval of Minutes

The Committee reviewed the minutes from the July 1, 2020 Roadway Agreement Committee (RAC) Meeting.

Page 2

- Line 67 change “PDF” to “PDS”
- Line 71 change “requested” to “required”
- Line 72 add the word “soon” at the end of sentence

Mr. Williams made a motion, with a second by Ms. Almodovar, to approve the July 1, 2020 Roadway Agreement Committee Meeting Minutes with changes discussed. Motion carried unanimously.

Activity Summary

Mr. Weiss reviewed the pending BCC Agenda items and asked to add the Town Center West (Silverleaf) Road Network Agreement and the associated Escrow Agreement scheduled on the August 11th BCC.

Ms. Brownlie provided a follow-up on the Karr APF Agreement., stating a meeting has been scheduled with Juli James for August 7th to finalize the agreement for Final Review.

RAC CONSENT AGENDA ITEMS:

Suncrest Village Publix Right-of-Way & Proportionate Share Agreement

Road Affected: University Boulevard

Present: Jonathan Huels, Jana Bean

Previous RAC: None

Combined template for ROW and Prop Share introduced by Mr. Huels.

The Committee commenced their review of the redline version of Suncrest Village Publix Right-of-Way & Proportionate Share Agreement Page-by Page:

Page 2

- Update the header to match title “University Boulevard and Dean Road”
- Line 59 remove end parentheses
- Line 66 remove parentheses around trips should be plural

Page 3

Reference to the plat in Section 2(a) has been deleted since a re-plat is not required or contemplated.

Discussion on Section 2(a) commenced regarding conveyance within 120 days from County Request. Mr. Williams stated County needs right-of-way as soon as possible.

- Line 90 change ‘County’s written request’ to “Effective Date”
- Line 104 replace “(c), (e), and (f)” to “(c), (e), (f), and (g)”
- Line 104 add “with the conveyance of the fee simple conveyed lands” to the end of sentence
- Line 115 change “the exact” to “substantially the same”
- Line 117 after the last sentence add "Owner/Developer shall pay all costs associated with the conveyance of the Fee Simple Conveyed Lands, including all recording fees and documentary stamps related to such conveyance.”

Mr. Huels informed the Committee that their in-house counsel (Inventrust) had an issue with Exhibit F “Form for TCE Conveyed Lands”. Inventrust wishes to add indemnity language and request insurance requirements.

Ms. Alfonso stated that the County generally does not include such language. Ms. Segui from Risk Management to work with Ms. Alfonso and Mr. Huels on language.

Page 4

Mr. Huels questioned language in Section 2(d) regarding title insurance requirements for the TCE. Mr. Sladek responded that the requirement for the TCE is the same as the fee simple area. Real Estate Management would still need a commitment/policy.

Mr. Sladek stated there needs to be an amount listed for the TCE value otherwise a valuation can be performed in-house by REM Staff. The Stipulated policy amount would be the minimum \$10,000 since both parcels will not exceed the minimum amount.

Mr. Weiss asked the basis for the \$22,500. Mr. Sladek stated that he is fine with this value and stipulates to that amount as a negotiated value.

- Line 125 add “fee simple” before “Conveyed Lands”
- Line 129 change “an agreed upon fair market” to “negotiated”
- Line 130 add a sentence that no credits to be awarded for conveyance of TCE.
- Line 147 change second sub-paragraph (f) to (g)

Mr. Huels requested that the ESA Phase I only apply for Fee Simple. Mr. Sladek and Ms. Segui agreed and no language change is needed.

Ms. Barq stated the proportionate share calculations have been reviewed.

Ms. Alfonso requested to revert to template language for “County Satisfaction” and remove “in accordance with legal requirements” in line 144. Risk Management is in agreement with Ms. Alfonso. Mr. Huels suggested “to achieve regulatory closure without condition or controls”. Ms. Alfonso and Ms. Segui agreed to this change.

Page 10

- Section 17 needs to be deleted since it is identical to Section 12 on page 8

Page 13

- Insert lines for witnesses to sign

Exhibit C

- Screenshot image needs to be reduced so image appears crisper

Pages 29 & 30

- Delete template Joinder & Consent form and replace with updated 4-page Joinder. Joinder & Consent to be inserted after signature page and before exhibits.

Mr. Huels will revise with changes requested for final review.

Mr. Nastasi made a motion, with a second by Mr. Castellero, to approve the Suncrest Village Publix Right-of-Way Agreement with the changes discussed to be incorporated, subject to Ms. Alfonso and Ms. Segui working on TCE language with Mr. Huels, subject to final review of exhibits by County Survey, and subject to final review by the Committee. Motion carried unanimously.

RAC NON-CONSENT PROPORTIONATE SHARE ITEM:

- None

RAC AGENDA ITEM:

Supplemental to Poinciana Boulevard Extension Agreement

Road Affected: Poinciana Boulevard

Present: Bob Paymayesh, Mohammed Abdallah, William Beckett, Kelly Froelich

Previous RAC: 2/19/2020, 12/11/2019

Mr. Abdallah provided an overview of the project status.

Mr. Nastasi stated traffic numbers have been reviewed, but there are no costs for design and construction in the agreement. Mr. Nastasi does not agree with 100% credits for design and construction.

Mr. Paymayesh stated he is still working on final cost estimates with the office of the County Engineer.

Mr. Paymayesh stated an appraisal is underway at this time to the value of the ROW.

The Committee commenced their review of the redline version of the Supplemental to Poinciana Boulevard Extension Agreement Page-by Page:

Page 1

Mr. Weiss asked about the form of the agreement as a supplement. Ms. Alfonso confirmed that this is acceptable.

Five parties are reflected on lines 27-31. However, at least two additional parties would be needed and a Condo Association, according to Mr. Sladek who would like the opportunity to discuss title with Ms. Alfonso and Mr. Beckett.

Mr. Weiss requested that all parties be addressed in the agreement and directed staff to work with the applicant. Mr. Paymayesh committed to working on this with staff.

- Remove note on top of the page
- Insert and fill out the “Prepared by” section
- Insert the associated Tax Parcel ID Numbers

Page 2

Mr. Weiss questioned whether Poinciana Boulevard Extension has been declared eligible and should be limited to the 4-lane portion only. Revise language on line 39.

Ms. Almodovar stated that two construction cost estimates were provided one for a 4-lane section and one for a 2-lane section.

Mr. Nastasi stated it would be difficult to provide credits for only a portion of a roadway. Mr. Nastasi objected to the alignment and how it was developed since it has not gone through the standard RCA process for review of alternative alignments.

Ms. Almodovar explained that the Poinciana Boulevard Extension was supposed to connect south into Osceola County and was also supposed to connect to International Drive Extension to the north. Ms. Almodovar stated the limitations on the Osceola County side hinder the ability to make a connection. The applicants have proposed another connection west to Polynesian Isle Boulevard to provide an additional 2-lane connection. This will occur at a later date once the adjacent property owner comes in to develop.

Mr. Beckett suggested to include “the 4-lane portion of” before “Poinciana Boulevard Extension” in lines 39-40.

Mr. Nastasi stated the full right-of-way was not utilized to avoid impacts to other property owners. Ms. Almodovar stated coordination with the other property owners was held but they did not wish to participate.

- Line 54 needs to be revised per Mr. Weiss.
- Line 56 add the word “transportation” before “impact fee credits”

Mr. Alfonso will need to review and consent to the paragraph on lines 58-62. She will also confirm that all property owners are included.

Page 3

- First whereas to be combined with the last whereas on page 2

With respect to Section 2 (Traffic Analysis), Mr. Nastasi asked that the traffic values be revised to reflect the 2-lane connection rather than a 4-lane connection. Mr. Abdallah stated that the study supports the full 4-lane connection (both lanes east and west) to support the 4-lane need on the north and south portions.

- Line 84 add the word “daily” after “7,389”
- Line 85 change “evening” to “PM” before “Peak Hour”
- Line 86 use Poinciana Boulevard Extension throughout instead of “The Extension of Poinciana Boulevard”
- Line 93 add “including significant traffic beyond the corridor” at the end of the sentence

Ms. Barq stated the numbers in lines 84 and 85 are inconsistent to the values reflected in table 2. Mr. Abdallah to follow-up with Ms. Barq regarding the numbers in the agreement.

Page 4

- Lines 95-99 need to be placed elsewhere in the agreement since it is not related to Section 2 (Traffic Analysis)

The appraisal is currently being worked on to value right-of-way needs. Values must be inserted in next draft. Mr. Williams asked whether ponds will be joint use and what value they would be given. Ms. Almodovar has informed the applicants that joint use ponds are not creditable.

Mr. Sladek asked to add a section on right-of-way to layout which areas are being conveyed and which area will be creditable. This needs to be clear throughout the agreement.

Page 5

Ms. Almodovar asked to restore sub-section (b) at the top of page 5 and restore language on lines 27-29 and 30-31.

Mr. Nastasi stated the request is for 83.7% for construction but then 100% of right-of-way value and 100% design costs when it should be 83.7% for value of entire project.

Mr. Paymayesh agreed that the joint use ponds would not be impact fee credit eligible and possibly not the construction of the joint use ponds either. Mr. Williams asked for consistency with original agreement terms which outlines certain costs as eligible. Ms. Almodovar to work on this review with Mr. Paymayesh.

Ms. Alfonso to review the code for value of right-of-way under 23-95.

Mr. Weiss asked that the original agreement be included in the RAC distribution when the next draft comes to RAC.

Mr. Paymayesh stated Duke Energy has designed streetlighting. This would be through a lease program. Mr. Williams to review. Mr. Williams reviewed construction contract for Junior Davis and utilities are included which Public Works will not pay for.

Section 5 references construction contract then has language relating to mitigation and then right-of-way. Re-format to include a section on construction contract then other sections.

Mr. Weiss suggested two values total project value vs. creditable amount.

Page 6

- Line 169 may apply to other sections rather than under construction contract section
- Line 157 – Ms. Almodovar asked whether mitigation costs will be considered impact fee eligible. These costs will need to be reviewed by County Staff.
- Line 169 change from “will design” to “has designed”

Ms. Alfonso asked that the past tense is accurate throughout the agreement before going to BCC.

Page 7

- Lines 184-187 as to what is eligible for what percentage
- Lines 194-200 restore language for E-Project (Ms. Almodovar)

Page 8

- Line 225 restore deleted language (Ms. Segui)

Mr. Beckett indicated construction is on County right-of-way and if so, insurance should have been provided prior to commencement of construction in the County right-of-way.

Mr. Paymayesh stated County named as a third-party to the construction contract, but if County needs more insurance or bonding to please let him know. Mr. Weiss asked that the requirements for insurance/indemnification be in compliance prior to taking agreement to the BCC.

Page 9

- Need to add acreage and value to Section 7A
- Lines 256-257 strike added language and add missing paragraph on valuation instead

Mr. Sladek received a work order request for additional easements which are being dedicated as a donation. Mr. Beckett agreed that only fee simple right-of-way will be eligible for credits.

Mr. Nastasi asked that the easements and the right-of-way be conveyed at the same time at end of construction. Mr. Paymayesh wants to convey as soon as possible since easements need to be in place immediately due to utility lines which need to be in place for private use of development coming in not related to road project.

Mr. Weiss raised the challenges with this agreement due to the project being under construction already and recommended multiple offline conversations to clarify several of these outstanding issues before bringing the agreement back to RAC for further consideration.

Page 10

Add a new Section 7F per Mr. Sladek to state easements being conveyed to County per permit and reference permit number.

Mr. Weiss asked if there was an issue with the timing of credits due to project currently under construction. Mr. Paymayesh confirmed they want to receive credits.

Page 11

Ms. Alfonso did not have an issue with additional sentence in lines 327-329 but would double check the language so as not precluded if a financial issue arises in the future.

Page 12

- Line 361 change “Community” to “Planning”

Page 13

- Section 12 Mr. Sladek to discuss comments separately with Mr. Beckett.
- Lines 387-389 needs to be reworded since timing is not correct
- Section 12 Ms. Alfonso had an issue with additional language which needs to be placed elsewhere in the agreement. Same comment in Section 13 which should be addressed in credit section.

Exhibit A should be the Owner’s property or the current description needs to be changed since it shows the road project rather than the specific property involved.

Exhibit B needs to be revised with survey comments version.

Ms. Alfonso requested the costs be included as an exhibit. Mortgagee joinders for each mortgage on each property held by each signatory are required.

Mr. Sladek directed applicants to complete the signature pages ahead of time. Printed names and title of each signatory needs to be inserted. Authority for each person signing must be submitted to REM. Witnesses will be required for each signature page &/or joinder.

Mr. Weiss projected the agreement would not be ready to return to RAC until the September timeframe.

Mr. Weiss adjourned the meeting at 12:03 p.m.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631.

Para mayor información en español, por favor llame al (407) 836-3111.