



Interoffice Memorandum

Minutes

Roadway Agreement Committee

Public Main Conference Room

April 3, 2019

Members Present: Diana Almodovar – Development Engineering Division (Vice-Chair)
Raymond Williams – Engineering Division
Renzo Nastasi – Transportation Planning Division
Christine Lofye – Traffic Engineering Division
Paul Sladek – Real Estate Management Division
Eric Raasch – Planning Division

County Staff Present: Jon Weiss – Planning, Environmental & Development Services Dept.
Roberta Alfonso – County Attorney's Office
Susan Martin – Risk Management Division
Jennifer Cummings – Public Works Engineering Division
Yahaira Gines-Rios – Public Works Engineering Division
Brandy Driggers – Planning, Environmental & Development Services Dept.
Heather Brownlie – Transportation Planning Division
Nannette Chiesa – Transportation Planning Division

Ms. Almodovar called the meeting to order at 9:06 a.m.

Public Comment

Ms. Almodovar inquired as to Public Comment - no members of the public present wished to speak.

Approval of Minutes

The Committee reviewed the minutes from the March 20, 2019 Roadway Agreement Committee (RAC) Meeting.

Mr. Sladek made a motion, with a second by Mr. Nastasi, to approve the March 20, 2019 Roadway Agreement Committee Meeting Minutes as presented. Motion carried unanimously.

The Committee reviewed the minutes for Village I (Flemings Road) from the March 26, 2019 Special Roadway Agreement Committee (RAC) Meeting.

Mr. Nastasi made a motion, with a second by Mr. Sladek to approve the March 26, 2019 Special Roadway Agreement Committee Meeting minutes as presented. Motion carried unanimously.

Activity Summary

Ms. Brownlie confirmed (5) Proportionate Share Agreements scheduled on April's BCC Agenda, and announced the recent allocation of 1583 trips granted to the Village H Escrow Agent.

RAC CONSENT AGENDA ITEMS:

1) Chick-Fil-A, Inc. – Proportionate Share Agreement

- Ms. Alfonso mentioned that the agreement draft had typos, and needed to be cleaned-up, but she confirmed the typos were not on the executed signature page.

Ms. Lofye made a motion, with a second by Mr. Raasch, to approve the Chick-Fil-A, Inc. Proportionate Share Agreement with corrections. Motion carried unanimously.

2) Flamingo Crossings LLC Housing – West – Proportionate Share Agreement

Mr. Sladek made a motion, with a second by Ms. Lofye, to approve the Flamingo Crossings LLC Housing – West Proportionate Share Agreement as presented. Motion carried unanimously.

RAC AGENDA ITEMS:

Hollywood Plaza Parking Garage – Third Amendment to Right-of-Way Agreement

Road Affected: International Drive

Present: Nikki Carolan and James “Trippe” Cheek

Previous RAC: N/A

County Staff Present: None

Ms. Carolan summarized the recent issues with the clearing of title and relocating a lift station. The impact fees for this project were deferred, and were also paid under protest, therefore her client is looking for reimbursement of fees paid to the County.

The Committee reviewed the Third Amendment to Right-of-Way Agreement for Hollywood Plaza Parking Garage Page-by Page:

Global Comment

- In the header swap the entity name with the development name

Page 1

- Remove Parcel I.D: 36-23-28-3787-00-011 from above the title
- First paragraph replace “successor by merger of” with “successor by merger with”

Page 2

- In the first whereas include the agreement name
- In the first whereas strike “both of which are”
- In the first whereas replace “Owner” with “Owner’s Predecessors in interest” or include names of predecessors

Page 3

- In the first whereas add “further” after “was”
- In the first whereas (last sentence) replace “first amendment” with “second amendment”
- In the third whereas after “23-91” add a comma

Page 4

- Rename the title of section 3 to “Reimbursement Method for Impact Fees”

Page 6

- Delete the first two notices (Wallack Parking, LLC and I Drive Realty, LLC)
- Include a new notice with the merged entity name (Hollywood Plaza Garage Realty, LLC) and address
- Replace “Community” with “Planning” in the last notice

Page 7

- Section 5 last sentence: Replace “Road” with “Transportation”

Page 8

- Strike section 10 remedies with the template language and refer to the original agreement

Page 13

- Need evidence of signatory authority for Robert G. Friedman

Mr. Nastasi made a motion, with a second by Mr. Sladek to approve the Third Amendment to the Right-of-Way Agreement for Hollywood Plaza Parking Garage, subject to the changes discussed at today's meeting, subject to review of the exhibits by County Survey, and subject to final review and approval by the RAC Committee before scheduling to BCC. Motion carried unanimously.

Vineland Pointe PD – Third Amendment to Amended & Restated Road Impact Fee Agreement

Road Affected: Vineland Avenue

Present: Greg Lee, Ed Menter, and Mohammed Abdallah

Previous RAC: February 20, 2019

County Staff Present: Mirna Barq (Transportation Planning Division)

Mr. Abdallah summarized his request for Impact Fee Credits for the RCA Scope, and his request to swap the development programs between phases two and three.

Mr. Nastasi discussed the revised scope in Exhibit “C”, and confirmed revisions at the staff level are required.

Mr. Sladek informed the Committee that the changes he requested in an email to Natalie Prager, following the February 8th RAC Meeting, have not been addressed. Furthermore, the updated Evidence of Title that was missing from their RAC submittal has not been received or verified.

Mr. Williams requested that the third amendment address the payment of right-of-way costs for acquisition.

Discussion commenced regarding the \$4 million in escrow, and how the amount may not cover right-of-way acquisition. The diminutive amount included only ensures funding for some easements.

- Mr. Lee informed the Committee of a true-up provision in the original agreement.
 - Mr. Sladek pointed out the true-up provision language expressly disclaims it is not a capital improvement. Therefore, the true-up language should be cleaned up in the Third Amendment.
- Orange County cannot know the cost for stormwater easements if we do not know where or how the retention will be accommodated.

The Committee commenced the review of the Third Amendment to the Amended and Restated Road Impact Fee Agreement for Vineland Pointe PD Page-by Page:

Page 1

- Mr. Sladek discussed possible changes which may be required in the first paragraph, but cannot confirm until the missing evidence of title documentation is submitted and verified by Real Estate Management.

Page 2

- Lines 49-58, the numeric values are inconsistent with the recorded plat and the exhibits; [Note: If the numeric values are revised in the DP &/or plat, then the values must be amended in the whereas, and in section 4]

Page 3

- Line 59, the square footage is inconsistent with exhibits

Discussion commenced regarding drainage options. The Committee would like to see a solution identified before the agreement moves forward.

Discussion of how the amendment is presented, which should be in a partnership manner, and how the draft agreement should be redrafted to reflect this approach.

- Mr. Lee is willing to redraft the agreement, and return to the next RAC Meeting.
- Ms. Almodovar requested the Civil Engineer be present at the next RAC Meeting.
- Mr. Nastasi to coordinate a meeting with FDOT, and invite O’Conner Capital.

Motion to continue to the next RAC Meeting of April 17, 2019 made by Mr. Nastasi, second by Mr. Sladek. Motion carried 5-1 with Ms. Lofye voting in the negative.

Ms. Almodovar polled the Committee and Ms. Lofye was the only nay vote requesting that a meeting to determine drainage issues be scheduled before returning to RAC.

Village I – Road Network Agreement

Road Affected: C.R. 545 (Avalon Road) and Flemings Road

Present: Mark Thomson, Lance Bennett, Sean Ells, Mohammed Abdallah, Jose Cantero, and Vivien Monaco

Previous RAC: March 20, 2019

County Staff Present: Greg Scott and Brian Sanders (Transportation Planning Division)

Others Present: Paul Rosenthal

Mr. Sladek suggested a generic easement to be included in the agreement, and to also attach a schedule A and B to specifically define the purpose of each easement.

The Committee started their review on page 21, Section 13.3 of the Road Network Agreement:

Page 21

- Section 13.3 revise to delete Exhibits I through K, and attach the generic easement as an exhibit.
- Section 13.3 in the first line strike “Participating” and change “APF” to “any conveyed”
- Section 13.4 in the first line change “Upon Completion” to “No later than”

Discussion commenced regarding owners placing encumbrances on future ROW/easement areas and how to prevent the need for subordinations later.

Mr. Sladek proposed a blanket easement over each parcel of each participating owner to gain priority over other easement entities. When properties come in for ROW conveyances the blanket easement can be amended to only cover the areas needed through final design. If able to administratively change the easement document through Real Estate Management’s sign-off only, then the property owners could agree.

- Mr. Bennett suggested easements for a smaller area than the whole parcel (just for the road corridor)

Page 22

- Section 13.4 seventh line down include language that the 25% threshold tracked by the escrow agent
- Section 13.5 clarify that the title policy covers conveyed lands in fee and easement
- Section 13.6 replace “E-1527-05” with “E-1527-13”
- Section 13.6 add sentence for including reliance to Orange County

Page 23

- Section 14 needs to be reworded to not provide impact fee credits for joint-use developer ponds
- Section 14 remove reference to “solely for the benefit of the project”
- Section 15.1 include segment 1 as part of design
- Section 15.1 confuses Design with PDS concept
- Section 15.2 include Camino Reale language to state Engineer is FDOT qualified

- Section 15.2(b) in the last sentence after “the” include “cancelled checked of”

Discussion commenced regarding section 15.4(b)(i). This section references County funding to be indirectly provided by County through the Village H Road Network Agreement. Mr. Weiss clarified that Village H impact fees will be utilized to pay CIP funding for the gap area. Concept must stay but language needs to be reworded to say County will fund through CIP. A whereas clause is also needed since this concept is in the term sheet. Committee agreed that in section 15.4(b)(i) to strike the first two sentences and replace with “County to cash fund cost of Segment 1 gap parcel original associated with Village H”; keep last sentence.

Page 25

- Section 15.4(b)(i) needs to be expanded since potentially all segments may require ROW acquisition Refer to section 9(f) of the term sheet, and include similar language that requires the owners to put funds in escrow per the Randall agreement language requested to be placed in segment 5
- Section 15.4(b)(i) needs to establish value for Flemings Road in the agreement; cannot be left open
- Section 15.5 the Committee requested this section be deleted, or rewritten entirely for biddable plans

Page 26

- Section 16 Ms. Martin requested to replace “listed” with “specifically listed by endorsement”
- Section 15.6 reference median tree landscaping standards
- Section 15.7 Streetlighting to be by CIP process rather than current language requiring MSBU process

Page 27

- Section 17 needs to be updated with standard utility language
- “With a copy” notice must be updated: 1) replace “Community” with “Planning”, 2) after “Service” add “Department”, 3) move “Manager,” to third line, 4) add “Attn:” in front of “Manager”
- Notices Comment: Notices must be consistent either add emails, telephone, and facsimile numbers to all notices or do not include at all

Page 35

- Section 19 include provision that developed parcels would not be required to join in on an amendment
- Section 25 add language to state disclaimer needed (discussed at the previous RAC Meeting)

Page 36

- Section 26 revise this section with boilerplate remedies language

Page 37

- Section 26.4 add language regarding excluding damages

Page 38

- Replace “Martha O. Haynie” with “Phil Diamond, CPA” as County Comptroller

Exhibits

- Mr. Sladek will send Mr. Thomson specific comments regarding changes to the signature pages
- Exhibit A-1 must be updated to be identifiable as a black & white image and include a legend
- Exhibits A-2 thru A-4 must be updated to be more legible – unembed from word document

The Committee requested that a blackline version with all the changes incorporated will be reviewed at the next RAC Meeting.

Ms. Almodovar adjourned the meeting at 12:39 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.