



Interoffice Memorandum

Minutes

Roadway Agreement Committee

Public Main Conference Room

March 20, 2019

Members Present: Diana Almodovar – Development Engineering Division (Vice-Chair)
Raymond Williams – Engineering Division
Renzo Nastasi – Transportation Planning Division
Hazem El-Assar – 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 9:04 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 6, 2019 Roadway Agreement Committee (RAC) Meeting.

- Page 2 Line 34 change 2.14 to 2.15 and add to page 5 bullet point list instead of Page 4
- Page 3 Line 9 strike “the FLU portion of the Comp Plan is being amended” and replace with “this policy is currently proposed to be amended”
- Page 4 Line 12 change “Mr.” to “Ms.”

Mr. Sladek made a motion, with a second by Mr. Raasch, to approve the March 6, 2019 Roadway Agreement Committee Meeting Minutes with changes. Motion carried unanimously.

Activity Summary

- The timing for a new Proportionate Share Agreement for Flamingo Crossings was discussed with the applicant’s request to expedite review of the proposed proportionate share agreement
- Mr. Raasch confirmed the DP and comp plan amendment have been approved
- An Amendment is going back to the BCC on April 9th for traffic signal language
- Mr. Abdallah explained that the third submittal for vertical construction plans have been submitted, and to avoid a fourth submittal the CEL must be issued by May 1, 2019
- Ms. Brownlie informed the Committee that in addition to the four Hamlin prop-share agreements approved by RAC earlier this year the applicant has three additional proposed Hamlin Proportionate Share Agreements.

- Ms. Brownlie raised the question that since the previous four agreements were altered from the original boilerplate should the applicant come to RAC under the consent agenda process.
- Consensus of the Committee was to have the proposed Hamlin agreements as non-consent agenda items even though they may not require a page-by-page review.

Consent Agenda Items

Woodspring Suites – Proportionate Share Agreement

Mr. Sladek made a motion, with a second by Mr. Williams, to approve the Woodspring Suites Proportionate Share Agreement as presented. Motion carried unanimously.

Plunk Property – Proportionate Share Agreement

- Ms. Gines advised the Committee the second complete whereas on page 2 (aka deficient segment 3 whereas) reflects deficient segment 2 rather than deficient segment 3 and the number needs to be corrected.

Mr. Sladek made a motion, with a second by Mr. Williams, to approve the Plunk Property Proportionate Share Agreement, subject to the one change requested. Motion carried unanimously.

Monk Property – Proportionate Share Agreement

Present: Erika Hughes

- Ms. Brownlie advised the Committee that original executed documents were received, but the originals have outstanding signatory issues on pages 9 and 11.
 - The printed name on page 9 reflects Brent Monk in lieu of Betsy L. Monk
 - The title reflected on page 11 reflects owner in lieu of agent
- Ms. Hughes confirmed the signatory corrections were being made and she will provide the re-executed originals to Ms. Brownlie before the end of the week.

Mr. Sladek made a motion, with a second by Ms. Almodovar, to approve the Monk Property Proportionate Share Agreement, subject to the changes requested. Motion carried unanimously.

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, Vivien Monaco, and Paul Rosenthal

Previous RAC: March 6, 2019

County Staff Present: Greg Scott (Transportation Planning Division)

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- Section 7 Ms. Alfonso raised the question of why this section reflects “owners” in lieu of “constructing owners”. Mr. Thomson stated this section refers to how an owner becomes a constructing owner.
 - RAC Consensus: Section 7 will be combined with the definitions in Section 2.7 and change reference from 10.2 to 15.2
- Section 8.1 (a) refers to combined credits for ROW/DE&P/CST County policy specifies that credits are not awarded until conveyance and/or threshold completion.
- RAC Consensus: Mr. Thomson was directed to separate concepts in this section

- Section 8.1 (b) move the last sentence into a separate paragraph below since it is a standalone concept
- Discussion of impact fee credits and whether eligibility of credits will be discussed in Section 13.4.
- Discussion of providing credits for easements, which easements should receive credits, and at what percentage. Mr. Sladek referenced the Palm Parkway Agreement for language to show percentages.
- Section 8.1 (c) add language if developer proceeds in advance of approved cost estimate then the developer is at their own risk.
- Section 8.1 (e) delete section since it covers a cooperation agreement concept unrelated to County

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- Section 8.2 clarification language needed, include proof of payment language
- Section 8.3 change “with” to “in favor of”
- Section 8.4 change “in lieu” to “in favor of”
- Section 8.4 add “eligible” before “ROW” in the last sentence
- Section 8.5 delete this section since this language is addressed elsewhere
- Discussion commenced on the value of Flemings Road. Real Estate Management to work with the applicant to establish a value. A final number must be included in the agreement.
- Section 8.5 change purpose of section to include a value for Flemings Road for additional area

[Break 10:25-10:41a.m.]

- Section 8.6 some language within the sub-sections may need re-review with the next draft
- Section 8.6 (f) make reference to Section 8.9 (d), define the 90% language, and tracking mechanism
- Discussion regarding E-projects commenced. The E-project process can only be utilized when all ROW is acquired by the Owners. CIP projects require biddable plans for cash reimbursements.
- Discussion of Flemings Road and whether all ROW is controlled by the Village I Owners.
- Mr. Nastasi stated that a PDS will be required for C.R. 545 and Flemings Road if all of the ROW for Flemings Road including the roundabout proposed is not controlled by the Village I Owners.
- Ms. Cummings discussed two existing utility easements that are located on either side of Flemings Road which may cause a conflict with future ROW needs and/or the construction of the roadway.

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- Section 8.7 (b) reference Table 3, rather than Table 2

Page 14

- Section 8.9 (a) place a disclaimer that the County is not responsible
- Section 8.9 (b) remove “as part of sale” concept
- Section 8.9 (c) delete “for sale”
 - Discussion of whether the process of paying under protest can be modified to have payment collected and tracked by the escrow agent when credits are available. Mr. Thomson will reword this paragraph.

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- Section 8.9 (d) place a disclaimer that the County is not responsible
- Section 8.10 (a) private party details not needed in agreement
- Section 8.10 (b) change “County” to “Owners” and “collecting” to “paying”
- Section 8.10 (b) combine with Section 8.6 (g)

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- Section 9 strike “vested” and strike “roadway and drainage” since “improvements” is a defined term
- Section 10 change or modify 4759 to include other trips and change reference to Table 4 not Table 2

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- Conveyance required before trips or credits provided in Section 2.3
 - Discussion commenced regarding conveyance and whether land should be conveyed by deed or plat.
- Section 2.3 delete “County” in front of the word “acquisition”

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- Section 10.1 (a) strike last sentence
- Section 11.1 change 8th edition to 9th edition

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- Table 4 delete “vested” from the title
- Section 11.2 change “County” to “Escrow Agent”

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- Section 12.3 add “even if a party to the agreement” at the end of the paragraph
- Section 13 Mr. Sladek referred to the ROW & E definition from the Sunbridge agreement (Section 11a) as an example of the language needed for a definition of conveyed lands
- Section 13.1 remove the last sentence and potentially moving to 15. 1
- Discussion commenced regarding how to draft Section 13.2 Stormwater Management. Mr. Sladek provided Section 5 (h) of the Sustany (Lake Pickett North) agreement as an example.

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- Discussion commenced regarding Section 13.3 and whether to include form documents with this agreement or not.

The Committee agreed that at the next RAC Meeting the review will begin on page 21 with Section 13.3 and that the same version will continue to be reviewed before a redline is generated with changes requested.

Ms. Almodovar adjourned the meeting at 12:01 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.