

APPROVED
PROPERTY AND RIGHT-OF-WAY COMMITTEE MEETING
CITY HALL 8TH FLOOR
COMMISSION CONFERENCE ROOM
THURSDAY, JULY 21, 2011 – 10:00 A.M.

Committee Members Present

Peter Partington, Chair
Tony Irvine, Engineering
Leona Lettsome, Parks and Recreation
Tom Terrell, Public Works
Mark Darmanin, Utilities
Anthony Fajardo, Planning and Zoning
Carrie Sarver, Assistant City Attorney

Staff

Victor Volpi, Liaison, Senior Real Estate Officer
Dennis Girisgen, Public Works
Antoinette Butler, Parking and Fleet Services
Barbara Hartmann, Recording Secretary, Prototype, Inc.

Communications to City Commission

None

Call to Order

Chair Partington called the meeting to order at 10:04 a.m., and stated this was a meeting of the City's Property and Right-of-Way Committee, a City Staff committee with the responsibility of advising the City Commission on matters affecting the dispensation of City property.

ITEM ONE

APPROVAL OF JUNE 16, 2011 MINUTES

Mr. Irvine noted a correction to p.3, paragraph 4: his question referred to whether or not Oakland Park is a public utility within the City of Fort Lauderdale.

Motion made by Mr. Darmanin, seconded by Mr. Irvine, to approve the minutes of the June 16, 2011 meeting as amended. In a voice vote, the **motion** passed unanimously.

ITEM TWO

ACCESS AGREEMENT

Address: 3000 S Andrews Avenue

As no representative of the Applicant was present at this time, the Item was deferred until the end of the meeting.

ITEM THREE **RIGHT OF WAY**

Address: 216 SW 28 Street

Mr. Volpi noted that this Item was deferred from the June 16, 2011 meeting.

Dennis Wildanks, representing the Applicant, stated that the request is to repave a right-of-way that has been used for private parking for several years. He noted that this parking area is located outside the Applicant's perimeter security wall.

Chair Partington observed that the Applicant wished to create or maintain parking spaces in a City right-of-way. Mr. Wildanks said there were approximately six spaces in the area to be paved, which is roughly 150 ft. in length. The area is used for employee parking; three customer parking spaces are located in front of the building.

Mr. Irvine requested clarification that the area is not restricted from the public. Mr. Wildanks said it was not, and added that there are "another 20 ft. beyond the cars." Mr. Irvine recalled that one concern expressed at the June 2011 meeting was to emphasize that no matter how long a site has been used for private parking, it remains a right-of-way and is public parking.

Mr. Darmanin stated that he was concerned there could be the expectation that parking is allowed in a right-of-way. He explained that both a 20 in. and a 6 in. water main are located on the side of the street in question; should access be needed to one of them, there could be the expectation that Utilities must accommodate the business owner for what that owner may perceive as "the loss of his parking" when this is not the case.

Chair Partington said there are City parking spaces in similar circumstances. Mr. Darmanin said the difference is that there is no expectation that City parking spaces will be either used on a daily basis or reserved for any particular user, while the expectation for the spaces being discussed is that they are used for employee, customer, or public parking, with the appearance that the spaces belong to the Applicant.

Mr. Terrell said the Applicant's building, like other buildings throughout the City, counts on spaces located in the right-of-way in order to operate their businesses; the Applicant is requesting permission to improve what is already there. Mr. Darmanin said there are "other avenues used," such as revocable licenses, used in those cases; the owner of the business in question has no such license to use a portion of the right-of-way for parking. He agreed there are nonconforming

properties that need public parking in order to operate, but felt the City should limit its liabilities in these cases.

Mr. Girisgen said there is a process by which nonconforming properties can satisfy their parking requirements: this parking reduction allows the properties to use existing public parking spaces within a right-of-way. He also noted that the City Attorney's Office, Parking and Fleet Services, Zoning, and Engineering will meet to discuss this subject, as there are a number of cases similar to this Application. He said they must be considered holistically and a uniform approach should be taken regarding how to best solve these cases.

Attorney Sarver agreed that there are a number of cases to be addressed, so all Applicants should be treated the same; however, she also agreed that the issue could be addressed by an engineering permit, which makes it clear that the spaces in question are public right-of-way parking although a private entity makes the improvement. Chair Partington said there is also the concern that in the event of redevelopment, a private owner may want to count the public spaces toward his or her parking requirement, as they have been used for a business for many years.

Mr. Irvine said when the meeting is held among various City entities to discuss this issue, there could be consideration of a "parking fee and permit process," as the spaces are being monopolized by a single entity. The fee could be used to compensate the public for use of the right-of-way.

Mr. Fajardo asked if vacating the right-of-way would be a possible solution. It was noted that this might not work due to the location of utilities.

Motion made by Mr. Irvine, seconded by Mr. Terrell, that the Committee recommends that an engineering permit be granted for the paving of the parking as requested, and conditions be worked out by Engineering.

Chair Partington suggested the following **amendment** to the **motion**: that the Committee recommends approval subject to an engineering permit. Mr. Irvine and Mr. Terrell accepted the **amendment**.

In a voice vote, the **amended motion** passed 6-1 (Mr. Darmanin dissenting).

ITEM FOUR

**ACCESS AGREEMENT INSTALLATION OF
MONITORING WELLS**

Address: 2601 E Commercial Boulevard

Mr. Volpi advised that the request is to install underground monitoring wells in various locations in a right-of-way.

Monika Ugrinska, representing the Applicant, explained that there is an ongoing assessment involving the gas station adjacent to the right-of-way. Because there is on-site contamination to the soil and groundwater, and the groundwater flows toward the right-of-way, Code requires the use of wells to monitor the contamination.

Ms. Ugrinska said there are sewer and electric lines in the right-of-way, but no water. The monitoring wells would be installed to approximately five to six feet clear of any utilities. Mr. Darmanin said the wells should be 10 ft. from any utilities so there would be no damage to the monitoring wells if digging was required. Ms. Ugrinska said she would look into this.

Chair Partington asked if the request would be subject to an engineering permit. Mr. Irvine said a revocable license could be applicable, as there may be concerns regarding indemnification. He advised that because environmental issues are involved, it could be difficult to determine who would pay for any damages that could occur. Mr. Girisgen recalled that the most recent application for monitoring wells had taken the form of a revocable license.

Attorney Sarver said she agreed with Mr. Irvine that the license could be granted through an engineering permit. It was also possible to add a condition regarding a surety bond or letter of credit. She asked how long the monitoring process would take. Ms. Ugrinska said this could last from "six months to a couple of years." Mr. Irvine and Mr. Terrell stated that the process could last significantly longer. Attorney Sarver said if the process is expected to take longer than a few months, an engineering permit would be preferable; however, if the wells are never abandoned, a revocable license would be appropriate, as it could address issues of liability.

Mr. Girisgen said the distinction in this case is that monitoring wells are not installed by a utility service provider, but by a private entity with facilities in a right-of-way. He also supported the use of a revocable license.

Mr. Irvine said if the City enters into a license agreement with the Applicant, they would need a description of the site of each well. He suggested that the Applicant use a 10x10 ft. site envelope for each well, with a legal description, and supply GPS coordinates for each well once they are installed.

Motion made by Mr. Irvine, seconded by Mr. Darmanin, that the Committee recommends approval of a revocable license to cover the three monitoring wells requested, and that some of the conditions for the submittals for the license will be: 10x10 [ft.] envelope for the monitoring well; and upon installation, there is an as-built of each well location, both in relation to the 10x10 envelope and with State coordinates provided; and further, that any monitoring well installed have a

10 ft. horizontal clearance from any other existing utilities, unless a waiver is granted by [the Utilities] Department, in any case of unusual circumstances.

Attorney Sarver proposed the following **amendment** to the **motion**: in the license agreement, a bond or letter of credit would be required. Mr. Irvine and Mr. Darmanin accepted the **amendment**.

In a voice vote, the **amended motion** passed unanimously.

ITEM FIVE

VACATION OF ROW

Address: 1531 S Andrews Avenue

Mr. Volpi stated this is a request to vacate an 8.5 ft. right-of-way.

Catherine Donn, representing the Applicant, showed a site plan of Broward General Medical Center and the proposed site. A 100 ft. right-of-way was originally vacated and retained as a utility and vehicular access easement. She explained that the building is preparing to go through its final DRC review and due diligence revealed that the 8.5 ft. right-of-way was recently discovered to be adjacent to the 100 ft. right-of-way. Ms. Donn showed a graphic of the existing easement and the requested addition.

Mr. Darmanin asked that if any public utilities are found to be in the 8.5 ft. area, the Applicant must assume responsibility for moving them. Ms. Donn agreed to this, and advised that she had utility letters reiterating that companies do not have facilities in the area. She noted that the Applicant is providing easements for other existing utilities.

Mr. Darmanin said Utilities has held several meetings with the Applicant's representatives, and noted that even though some portions are being granted as utility easements, the intent was to make all utilities inside the property private. This would mean services are located on the perimeter of the property while everything inside remains private. Ms. Donn showed where various services can be accessed near the site.

Mr. Irvine asked if there is a condition for a certificate of engineering to finalize the Applicant's vacation on 16 Street. Mr. Girisgen confirmed this condition is in place.

Motion made by Mr. Darmanin, seconded by Mr. Irvine, to approve the vacation of the [8.5] ft. strip, with the condition that if any utilities are found to be within that strip, they be relocated at the developer's expense. In a voice vote, the **motion** passed unanimously.

ITEM SIX

**FPL EASEMENT APPROVAL FOR MOONEY
POINT / LAS OLAS CIRCLE**

Address: 2900 East Las Olas Boulevard

Mr. Volpi explained this request was for three easements for Florida Power & Light (FPL) at the Mooney Point and SE 17 Street.

Ms. Butler advised that the overhead lines at these locations would be relocated underground. At the Mooney Point site, the utility poles would be relocated into the easement and out of the right-of-way. The easement would be placed on private property.

Chair Partington asked why Parking and Fleet Services was in favor of the Application. Ms. Butler said they are making improvements related to the Americans with Disabilities Act (ADA) in the right-of-way on Las Olas Circle. The site is currently not ADA-compliant in this area.

Mr. Irvine commented that rights-of-way are administered by a City Engineer, but FPL is seeking easements to prevent a City Engineer from administering the right-of-way with regard to utilities. He asserted that he would not vote in favor of granting an easement within a right-of-way, although he clarified that an easement on private property would be a different case.

Chair Partington asked if the easements sought by FPL are in the right-of-way. Ms. Butler said one easement is in the right-of-way, as that is where the line runs; the other right-of-way is on City property at Mooney Point.

Mr. Terrell clarified that the Mooney Point property is not a City parking lot but is CRA property. Chair Partington noted that the request might have to go before the CRA Board. Mr. Irvine said his issue was with "the FPL easement running down 15 Street."

Attorney Sarver recommended that if the Committee wished to grant the easements, a sketch for each individual lot could be included in addition to the legal description.

Mr. Irvine noted that the Las Olas Circle property is not dedicated past the eastern boundary of the parking parcel. He asserted that the utility pole is within the platted area of Las Olas Circle, and the line would be relocated within a public right-of-way. Ms. Butler explained that the requested easement is 10 ft. from the right-of-way. Mr. Terrell suggested placing the utility pole on the other side of the road, as it only functions as a streetlight.

Wayne Ivester, also representing the Applicant, noted that AT&T had attached some facilities to the streetlights, but has already agreed to remove them. Chair Partington said he felt it would be preferable to work with the existing right-of-way first, and to consider moving the utility poles to another location as "plan B."

Mr. Irvine said he would like the Mooney Point request to be withdrawn or deferred. Chair Partington asked if the Applicant was agreeable to withdrawing this easement request until they "look further on the other side of the road."

Ms. Butler clarified that Parking and Fleet Services, not FPL, was the Applicant in this case, and the easement was requested by Parking and Fleet Services. She did not feel the Department's Director would agree with the withdrawal of the request. Attorney Sarver said the intent was for the Applicant to plan to relocate to the other side of the street, and then bring the request back to the Committee if this cannot be done. Ms. Butler agreed to this proposal.

Chair Partington confirmed that the request for Mooney Point was withdrawn, and moved on to the site on SE 17 Street. He stated that FPL should address Mr. Irvine's point and explain why an easement is necessary "when [they are] working with the right-of-way."

John Lear of FPL said the City had approached FPL and asked them to locate the utility lines underground. There are two options: all underground facilities can be placed within an easement, or FPL can place the underground system in the right-of-way. If the latter is chosen, and the utilities need to be moved in the future for any reason, the City would assume the responsibility of paying for the relocation. Chair Partington asked if these two positions were FPL policy. Mr. Lear confirmed that they were.

Mr. Darmanin said FPL was referring to the new undergrounding Ordinance, and was attempting to apply the "one small section" of the Application to that Ordinance. He noted that the Ordinance states if undergrounding is done as part of a larger project, the City would be required to move utilities at a later time at its own expense.

Chair Partington asked if the City would be able to ask FPL to move the utilities under the terms of the franchise agreement, as an improvement is being made to the right-of-way. Mr. Lear said in that case, FPL would have the final right of refusal to underground a given section of overhead line.

Chair Partington asked what rights the City has under the City/FPL franchise agreement. Attorney Sarver said she could not speak to the specific terms of the franchise agreement.

Mr. Darmanin said he felt the new undergrounding Ordinance and the franchise agreement are being “blurred:” the Ordinance says if 70% of the people in a neighborhood agree to underground their power, they must move those undergrounded lines at their expense if necessary. He asserted that Mr. Lear was suggesting this might apply to the Application.

Chair Partington said his understanding was that the desire of residents to place lines underground had been “stymied” by FPL’s stance that underground transformers must be sited in an easement clear of the right-of-way, which was not practical. FPL will now place transformers in rights-of-way, but wants an agreement that if the transformer must be moved at a later time, it would be paid for by the City. He noted that no such scenario has yet been carried out.

Mr. Darmanin pointed out that it has been agreed to as part of the Ordinance, but stated again that this is being blurred in the case of the Application. Chair Partington said this was an FPL policy decision, and did not know that the City has “bought into that principle” for all cases.

Mr. Irvine noted that the undergrounding Ordinance was the result of pressure from different neighborhoods, made with respect to assessment projects. He asserted that a City project is different, and suggested that Parking and Fleet Services grant FPL an easement in the parking lot, which is City-owned property, rather than in the right-of-way.

Ms. Butler said this issue had arisen before, and could be done. Mr. Irvine explained that should the easement be granted, the City would be unable to serve the property with sewer, water, or any other utilities, as FPL’s easements are exclusively their own.

Mr. Lear said the easement is not what FPL is seeking with the agreement: they are looking for a legal description to place utilities within the 10 ft. corridor. He said in most situations, FPL is granted the full right-of-way; what the City is doing is attempting to limit the area where underground facilities can be placed. He characterized this as a legal description rather than a dedicated easement.

Mr. Terrell noted that the utility pole could be brought to the edge of the property line. It was noted that the City does not want conductors extending over the marina. Mr. Darmanin said under the franchise agreement, FPL could go from the existing pole to the marina. Mr. Lear agreed with this, adding that Assistant City Attorney Bob Dunckel should be involved in the process to oversee “the tariff versus the franchise agreement.”

Chair Partington asked if the request was more than an FPL policy decision and had been endorsed under the tariff agreement. Mr. Lear confirmed this. Mr. Terrell noted that the tariff agreement allows for an additional charge for

undergrounding on the monthly bill; he asked if the tariff addresses other considerations, such as where undergrounding should be located and where it can be done.

Mr. Darmanin asked how the piece of property would be treated by FPL if the owner was a private entity other than the City. Mr. Lear said it would be the same case: the owner would have to provide FPL with an easement and FPL would place a utility pole on the property.

Ms. Butler said placing a pole on City property would create a problem, as a boater could hit an overhead line while going into the entranceway.

Mr. Lear provided a drawing of the area, including the area in which the utility pole would be placed. Mr. Terrell asked if there would be a self-supporting pole on 15 Street "no matter what." Mr. Lear said either a self-supporting pole is placed there or parking spaces would be lost. Mr. Terrell said the pole should be located on City property and not in front of a building.

Attorney Sarver said she had spoken to Attorney Duncel on the subject, and explained that while the City would like to make the argument that the franchise agreement trumps the tariff agreement, the tariff actually has precedent, and a right-of-way relocation has been used.

Mr. Irvine emphasized that if an easement is used, the City would never be able to serve the property, as anything they do would interfere with FPL's easement rights. Chair Partington said while the solution might appear to be giving FPL an easement in the parking lot, this would not work at the extremities of the undergrounding, and FPL would need the agreement to apply to at least a portion of the undergrounding work.

Mr. Terrell said the property would need to be serviced by water, sewer, and phone lines, which could not be done if these utilities could not be serviced across FPL's easement.

Mr. Darmanin noted a drawing that showed where FPL needed to place a self-supporting pole. He advised that a possible simpler solution could be to ensure that Parking and Fleet Services gave an easement on the property in a specific area, and the City could also give them a portion of the easement in the right-of-way.

Chair Partington said a possible solution would be to give FPL an easement in the parking lot and then enter into an agreement at the east and west ends where the lines transition from overhead to underground. He emphasized that the City would enter into an agreement rather than an easement, although the agreement would contain much of the same language as the easement. Mr.

Irvine said the agreement would allow the City to reimburse FPL for any relocation the City might require later. Mr. Darmanin added that the reimbursement would be at the tariff rate; this would help determine the initial construction, which would be paid for by Parking and Fleet Services.

Chair Partington said he had thought the agreement had already been drafted by FPL. Mr. Lear said Attorney Dunckel had their standard agreement. Chair Partington asked if the Committee recommended an easement in the parking lot, with an agreement at the west end, this would be accepted. Mr. Terrell noted that the City would need to be allowed to serve the condominium with utilities. Mr. Lear said an easement is more of a legal description of where the City wanted FPL to be, and where facilities would be placed within the right-of-way.

Chair Partington stated that this issue would recur as the undergrounding process proceeds; as FPL has a standard agreement, he was not certain the City could renegotiate it. Mr. Irvine said his intent was to point out that the City was going down a path that would impede their ability to operate as a public utility within its own rights-of-way, should they begin giving away control of this ability. He advised that the City should accept an agreement rather than an easement.

Mr. Lear noted that there will also be "postage stamp easements" that FPL will need for its equipment.

Chair Partington asked Mr. Irvine to restate his concern so it could be determined whether it would fit the terms of FPL's agreement. Mr. Irvine said he did not want the City to lose its right to operate public utilities in the right-of-way to serve their customers; if an easement is granted to FPL, it would be very exclusive, and FPL would become the controlling utility within the right-of-way. Other utilities might be served if they went to FPL and requested permission to use the right-of-way.

Chair Partington advised that the City would be willing to enter into the agreement if it stated only that the City would have to pay for the undergrounding and any future relocation, but did not add further conditions preempting the rights already associated with the right-of-way. Mr. Lear agreed that FPL would not have to be "the exclusive occupier of this space." He said the agreement was intended to focus a municipality on a single section of a right-of-way, and to ensure that any future relocation would be at the City's expense.

Chair Partington asked if this is also included in the tariff agreement. Mr. Lear said it was not, but was a separate agreement with respect to the right-of-way.

Mr. Terrell said the request before the Committee was for an easement and not an agreement; because there was no language for an agreement, he felt the Application should come back to the Committee next month with an agreement

request. Attorney Sarver agreed with this, as the Committee would not grant a request without seeing the requisite language.

Chair Partington asked if the project could wait until next month's meeting. Ms. Butler said this was not her decision to make. Mr. Irvine stated that just because there is a timetable at stake, he was not willing to cede the City's rights to operate utilities in its rights-of-way.

Chair Partington suggested that a suitable motion would, in principle, recommend granting the easement in the City parking lot for FPL's underground facilities, and, in principle, enter into an agreement for those parts of the facilities that will be at the west end of the easement, with the agreement indicating that the City accepts responsibility to pay for the changes and relocation of that equipment in the future.

Mr. Darmanin said he would like to see the City grant "the part [of the easement] we know is good," which is on private property, and bring the rest of the easement back to the next meeting because the Committee has not yet seen an agreement for it. This would avoid stalling the project.

Ms. Butler cautioned she was not certain a part of the project would be approved by the City Commission. Chair Partington said the Applicant would have to take both an easement and an agreement to the City Commission. Mr. Terrell advised that he would like to see clear language on the Applicant's proposal that states there should be an agreement, but the Committee was not recommending an easement.

Mr. Girisgen said Engineering was equally sensitive regarding the relinquishment of right-of-way rights, and volunteered to represent the Committee members' views in reviewing the prospective agreement with Attorneys Sarver and Duncel.

Chair Partington concluded there are two alternatives: there was his proposed motion, which includes language about the agreement, or Mr. Darmanin's suggestion, which would recommend approval of an easement in the parking lot and would bring back the agreement with regard to facilities potentially located in the right-of-way.

Mr. Irvine said he would still like to see exhibits showing exactly how the area would be affected, including how the pole feeds into the easement. Chair Partington noted if the project is delayed, its grant could be lost. Mr. Darmanin suggested the Committee hold a special meeting specifically regarding the proposed agreement so it could be sent to the City Commission in a timely manner.

Mr. Lear advised that Attorney Dunckel has a copy of FPL's existing agreement. He added that FPL typically applies for an engineering permit when working within the City.

Motion made by Chair Partington, seconded by Mr. Darmanin, that the Committee recommend approval of an easement in the parking lot, and that the agreement that would be necessary for the continuing facilities in the right-of-way be brought back to the Committee at either a special or future meeting.

Chair Partington requested clarification that the City would not receive a 25% discount on undergrounding. Mr. Lear said because the project is less than a mile in length and therefore not a qualifying project, they would instead receive a 5% discount.

Attorney Sarver asked if the **motion** would hold up the project, noting that City Commission approval would be necessary for both items. Chair Partington said he did not feel this was definitely known, but was as much as he felt the Committee was comfortable granting the Applicant at this time.

In a show of hands, the **motion** passed unanimously.

ITEM A

WALK-ON

Address: Sunrise Boulevard

Mr. Volpi explained that the request is for a temporary easement to facilitate the construction of a new bridge on Sunrise Boulevard. The issue previously came before the Committee at the March 17, 2011 meeting. He added that Paul Bohlander, Assistant Utilities Director, had sent an email stating he was satisfied that the project is moving along properly and conceptual approval could now be given. Exhibits were distributed to the Committee members at this time.

Chair Partington recalled that the Committee had approved the project in principle at their March 2011 meeting, subject to working through utility relocation issues that have since been worked out. Scott Peterson, representing the Applicant, stated that they have already executed two agreements with the City: one for the purchase of the easement and one for its design.

Mr. Darmanin asked if the Applicant is sharing the easement with Tico. Mr. Peterson said they are still working with Tico to determine where their lines would go; their contribution for locating within the easement would then be determined.

Attorney Sarver said she would recommend that a sketch be attached to the easement.

Mr. Darmanin said he was likely to abstain from voting. He explained while others may be comfortable with the Application, he did not believe sufficient information on the operations side has been shared, as he had “no clue” how the temporary easement would be placed, which side of the bridge it would be on, or where the permanent easement would be located.

Mr. Peterson said he felt these were separate issues, and explained that the easement before the Committee is in the park and would coordinate with the temporary bridge. He asserted that the project cannot be built without coordinating with utilities, as they are attached to the bridge.

Mr. Darmanin said his intent was to satisfy a lack of information that has been provided. He stated if equipment were to break, such as a water main, the “operation side” would have to answer to “why there is no fire service on the beach.” In addition, he said when the temporary bridge is built, the utilities would be attached to it on a temporary basis.

Mr. Peterson said this information would not be provided “in time,” as FDOT has just entered into the agreement to relocate the utilities; it would take another six months to a year to design this process. He added that FDOT’s consultant would coordinate with the Utilities Department for “every step of the way” through the plan.

Mr. Darmanin said while he did not feel it was FDOT’s intent to exclude Utilities from the process, this has been done “to this point.” He pointed out that the people who will be responsible for the utilities “after the fact” have not been brought into the loop at this point.

Mr. Terrell advised that he and Mr. Darmanin had “previous history” with FDOT regarding bridge construction.

Mr. Irvine noted that parcel numbers were assigned, and asked if a right-of-way map would be included for the project. Barnette Diggs, representing FDOT, said this was included in the initial packet and could be provided again.

Ms. Diggs continued that the packet included removal of language from the previous Application, which was done at Attorney Dunckel’s request. She provided the revised document to the Committee.

Motion made by Mr. Terrell, seconded by Mr. Irvine, that the Committee approve this based on the language in the request. In a show of hands, the **motion** passed 5-2 (Mr. Darmanin and Mr. Terrell dissenting).

The Committee and the Applicant discussed how this Application could be placed on the City Commission’s agenda in a timely manner. Chair Partington noted that

the Applicant would continue to work with Attorney Duncel, who would advise him of when to prepare it for presentation to the City Commission on August 23. Attorney Sarver cautioned that there was nothing to guarantee this date, which was ultimately determined by the City Manager.

ITEM TWO

ACCESS AGREEMENT

Address: 3000 S Andrews Avenue

It was noted that no one was in attendance to speak on this Item.

Motion made by Mr. Terrell, seconded by Mr. Darmanin, to defer the Item to a future meeting. In a voice vote, the **motion** passed unanimously.

There being no further business to come before the Committee at this time, the meeting was adjourned at 11:50 a.m.

[Minutes prepared by K. McGuire, Prototype, Inc.]