

# **CITY COMMISSION**REGULAR MEETING AGENDA

### **MONDAY, FEBRUARY 8, 2021 - 6:30 PM**

CITY HALL - COMMISSION CHAMBERS 1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

#### **CALL TO ORDER**

Roll Call Invocation Pledge of Allegiance Agenda Changes

#### **AWARDS AND PRESENTATIONS**

100. Traffic Study Update

#### **INFORMATIONAL AGENDA**

200. Current Economic and Community Development Projects Summary 20210208 Agenda Item #200 Projects Summary.pdf

#### **PUBLIC INPUT**

Anyone who wishes to speak during Public Input on any Agenda Item or subject matter will need to fill out a "Public Input" form. Individuals will limit their comments to three (3) minutes, and representatives of groups or homeowners' associations shall limit their comments to five (5) minutes, unless otherwise determined by the City Commission.

#### **CONSENT AGENDA**

- 300. Streetlight Reimbursement Rate

  <u>Chart Duke Energy Reimbursement Rate for past 12 year.pdf</u>
- 301. FY 2022 Budget Calendar Budget Calendar for FY2022.pdf
- 302. Minutes from the Monday, January 25, 2021 City Commission Regular Meeting <u>Minutes</u>

#### **PUBLIC HEARINGS AGENDA**

400. Second Reading of Ordinance 2021-01 Creation of the Little Lake Howell/Lake Tuskawilla Management Municipal Service Benefit Unit (MSBU)

Ordinance 2021-01 Little Lake Howell MSBU.pdf

#### **REGULAR AGENDA**

500. Winter Springs Marketplace - Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Review, Removal of Specimen Trees, and Development Agreement.

Winter Springs Marketplace CC Staff Report\_FINAL

Exhibit 1 - Vicinity Map

Exhibit 2 - Aesthetic Review 20210121

Exhibit 3 - Waiver Request 20210121

Exhibit 4 - Final Engineering Plans Winter Springs Marketplace 20210121

Exhibit 5 - Master Sign Plan 20210121

Exhibit 6 - Specimen Tree Removal Letter 20210121

Exhibit 7 - Development Agreement 20210202

501. Appointment Opportunities for City Boards and Committees

#### **REPORTS**

- 600. City Manager Shawn Boyle
- 601. City Attorney Anthony A. Garganese
- 602. City Clerk Christian Gowan
- 603. Seat Five Commissioner Rob Elliott
- 604. Mayor Charles Lacey
- 605. Seat One Commissioner Matt Benton
- 606. Seat Two Commissioner Kevin Cannon
- 607. Deputy Mayor/Seat Three Commissioner Ted Johnson
- 608. Seat Four Commissioner TiAnna Hale

#### **PUBLIC INPUT**

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# **ADJOURNMENT**

#### **PUBLIC NOTICE**

This is a Public Meeting, and the public is invited to attend and this Agenda is subject to change. Please be advised that one (1) or more Members of any of the City's Advisory Boards and Committees may be in attendance at this Meeting, and may participate in discussions.

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City of Winter Springs at (407) 327-1800 "at least 48 hours prior to meeting, a written request by a

physically handicapped person to attend the meeting, directed to the chairperson or director of such board, commission, agency, or authority" - per Section 286.26 *Florida Statutes*.

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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" - per Section 286.0105 Florida Statutes.



### **TITLE**

Current Economic and Community Development Projects Summary

#### **SUMMARY**

Staff is advising the City Commission of the status of current development projects within the City.

#### **RECOMMENDATION**

Current Economic and Community Development Projects Summary

CURRENT COMMUNITY DEVLEOPMENT PROJECTS SUMMARY					
PROJECT NAME	LOCATION	LAST ACTION ITEM	CURRENT STATUS		
AITC Office Building	863 N US 17-92	N/A	DA, Final Engineering & Aesthetic Plans are under Staff review.		
Chase Bank	Town Center	Community Workshop was held on 02/20/20 CUP and DA approved by the City Commission on 11/16/20.	Final Engineering and Aesthetics Plans are Pending.		
Dream Finders Townhomes (Seminole Crossing): 114 Single-Family (Attached) Units	Town Center - East side of Michael Blake Blvd.	Preliminary Engineering approved by City Commission on 1/8/18.  DA, Final Engineering, Waivers, & Aesthetic Review approved by the City Commission on 12/09/2019.  Final Plat approved by the City Commission on 09/28/20.	Site Work Complete. Single-Family Homes Building Permits under Staff Review. Site acceptance pending.		
Equinox Development Five (5) Building Commercial Shopping Center	SW Corner of SR 434 and Tuskawilla Road	Community Workshop was held on 05/28/20	DA, Final Engineering, Aesthetic Plans, and Waivers are under Staff review.		
Iriye Suites Live Work Community	Town Center	SE & DA approved by City Commission on 01/28/19	Final Engineering and Aesthetic Plans are pending.		
Matthew ADU - CUP	1208 Howell Creek Drive	CUP approved by the City Commission on 07/13/20.	Building Permit under Staff review.		
Northern Oaks: 35 Single-Family Homes by Dream Finders Homes	North side of SR 434, East of SR 417	Final Engineering & Waivers approved 03/13/17. Aesthetic Review approved 04/9/18. Waiver approved by City Commission on 11/18/19	Site work complete. Single-Family Homes are under construction. Site acceptance complete on 01/13/20.		
Sand Loch Future Land Use (FLU) request & Rezone	North side of SR 434, East of SR 417	Community Workshop was held on 07/09/2020. FLU, Rezone, and DA approved by the City Commission on 09/28/20.	Final Engineering and Aesthetics Plans are Pending.		
Southern Oaks: 54 single-family homes	West of DeLeon St. & North of SR 434	DA, Final Engineering, Waivers, & Aesthetic Review approved on 06/22/15. Commission accepted site work on 08/14/17.	Site work complete. Single-Family Homes are complete. Site acceptance complete.		

The Studios at Tuscawilla	Vistawilla Drive	Community Workshop was held on 07/19/19. DA approved by the City Commission on 01/13/20.	Final Engineering, Aesthetic, & Waivers are under Staff Review.
Tuskawilla Crossings: 379 Single-Family Homes	Town Center	DA, Final Engineering, Waivers, & Aesthetics approved by City Commission on 04/24/17. Plat approved 08/13/18. Phase 1 and Phase 2 Site work approved by City Commission.	Site work complete. Single-Family Homes under construction. Site acceptance complete.
Winter Springs Medical Office	E SR 434	Community Workshop was held on 08/13/19 DA, Final Engineering & Aesthetic Plans approved by the City Commission on 11/16/20	Site work started.
Winter Springs Retirement Residence (The Savoy): 144 independent suites	Town Center	DA, Final Engineering, Waivers, & Aesthetic Review approved by City Commission on 01/22/18.	Site work complete. Suites under construction.
Winter Springs Town Center Retail Building (Ocean Bleu)	Town Center	Final Engineering & Aesthetic Plans approved by City Commission on 06/10/19.	Preconstruction Meeting Pending.
Wendy's	Town Center	Community Workshop was held on 12/17/19.  DA, Final Engineering & Aesthetic Review approved by the Planning and Zoning Board on 02/05/2020 and City Commission on 02/10/20.	Site Work Started. Building Permits issued. Building under construction.

For more information please click the link below:

<u>City of Winter Springs Community Development Projects List/Locations</u>

Notes: ADU = Accessory Dwelling Unit

CUP = Conditional Use Permit

DA = Development Agreement

PZB = Planning and Zoning Board

SE = Special Exception



### **CONSENT AGENDA ITEM 300**

CITY COMMISSION AGENDA | FEBRUARY 8, 2021 REGULAR MEETING

#### TITLE

Streetlight Reimbursement Rate

#### **SUMMARY**

The City's streetlights are leased from Duke Energy at a flat rate. The adopted City standard streetlight consists of one 30/35' concrete pole attached to one high pressure sodium 100 watt cobra fixture. The fuel and energy cost for a standard streetlight is revised annually by Duke Energy and used to calculate a base streetlight rate for quarterly reimbursement to the homeowner's associations (HOAs) that have a Neighborhood Street Sign and Light Improvement Agreement (NSSLIA) with the City. These HOAs have decorative streetlights and are reimbursed by the City for the base rate. The HOA pays the difference between the base rate and the cost of the decorative lighting. The reimbursement rate for the TLBD is less than the rate for other participating communities because the TLBD utility account is under the name of the City of Winter Springs. Therefore, they are not charged municipal utility tax by Duke Energy. Consequently, they are not reimbursed for the municipal utility tax.

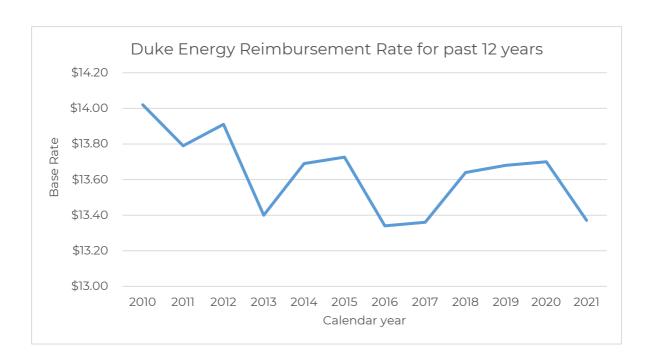
Currently, participating are TLBD (636 streetlights) and the communities below.

- 1. Winding Hollow 144 lights
- 2. Glen Eagle 117 lights
- 3. Stone Gable 28 lights
- 4. Moss Cove 6 lights
- 5. Jesup's Reserve 38 lights
- 6. Mt. Greenwood 28 lights
- 7. The Highlands 90 lights
- 8. Winter Springs Village 87 lights
- 9. Amberly 11 lights
- 10. Jesup's Landing 46 lights
- 11. Seven Oaks 36 lights
- 12. Integra 360 20 lights
- 13. The Blake 36 lights
- 14. Tuskawilla Crossings 150 lights (estimated)

In January of each year, Duke Energy makes available to the City a revised rate schedule for street lighting that will become effective January 1 of that calendar year. Based on Duke Energy rates effective January 1, 2021, the City standard streetlight base rate should be adjusted from \$13.70 to \$13.37 per light/per month for all communities excluding the TLBD. The TLBD rate should be adjusted from \$13.52 to \$13.19 per light per month as the TLBD does not currently pay municipal utility tax and is therefore not reimbursed for said tax. Consideration of the rate revision alone would, at full capacity, result in an decreased cost to the City of approximately \$5,800 annually.

#### RECOMMENDATION

Staff recommends the City Commission approve a \$0.33 decrease to the 2021 streetlight reimbursement rates, bringing the rate for TLBD to \$13.19 and \$13.37 for the other communities with decorative streetlights. The decrease is in accordance with the revised rate schedule from Duke Energy, effective January 1, 2021.





#### TITLE

FY 2022 Budget Calendar

#### **SUMMARY**

The City Manager and the Finance Director request that the City Commission approve the FY 2022 Budget Calendar. Approval of the Budget Calendar is needed in order to establish a timeline for the FY 2022 budget process. The most critical events have been emphasized/bolded on the attached proposed FY 2022 Budget Calendar. The millage cap must be established by the July 12th meeting.

#### RECOMMENDATION

Staff recommends that the City Commission approve the FY 2022 Proposed Budget Calendar or amend it as deemed necessary

# FY 2022 Budget Calendar

City of Winter Springs Key dates in **BOLD** 

Proposed:

Date	Function
February 2	Commission establishes FY 2022 <b>Budget Calendar</b>
by July 1	Transmission of Proposed 2022 Budget - budget placed
	on Shared Drive and Website

## **Tentative:**

by July 1	Property Appraiser submits DR 420 Certification of Value	
July 12	Commission establishes millage cap (DR 420 tentative	
	millage rates via Resolution)	
August 4	Deadline to Notice Property Appraiser of :	
	Proposed Millage Rate / Rolled-back Rate / Date, Time, Place	
	of Public Hearing	
	(Must be sent within 35 days of certification of value)	
August 24	Deadline for Property Appraiser to send TRIM Notice to	
	property owners	
	(Considered notification of Tentative public hearing; must	
	be mailed by PA within 55 days of value certification)	
September	Public Hearing (Tentative)	
13	Tentative millage and budget hearing (Resolutions)	
	(Must be within 80 days of value certification but not earlier	
	than 65 days after certification)	

Final/Adopted:

September 23	Advertisement publication date (Thursday for Seminole Extra) for final millage and budget hearing (Final public hearing must be within 15 days of the tentative public hearing)
September 27	Public Hearing (Final) Final millage and budget hearing - Adoption of final millage and budget must be done separately and in that order (Resolutions) (Hearing must be held not less than 2 days or more than 5 days after advertisement is published)
by October 1	Resolution to Property Appraiser Resolution to Tax Collector (Must be submitted within 3 days after adoption of final millage rate)
by October 26	Mail TRIM package to Property Tax Administration Program Department of Revenue (Must be submitted within 30 days of final adoption)



# **MONDAY, JANUARY 25, 2021 AT 6:30 PM**

CITY HALL - COMMISSION CHAMBERS
1126 EAST STATE ROAD 434, WINTER SPRINGS, FLORIDA

#### **CALL TO ORDER**

Mayor Charles Lacey called the Regular Meeting of Monday, January 25, 2020 of the City Commission to order at 6:30 p.m. in the Commission Chambers of the Municipal Building (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

#### **Roll Call:**

Mayor Charles Lacey, present
Deputy Mayor Ted Johnson, present
Commissioner Matt Benton, present
Commissioner Kevin Cannon, present
Commissioner TiAnna Hale, present via telephone
Commissioner Rob Elliott, present
City Manager Shawn Boyle, present
City Attorney Anthony A. Garganese, present
City Clerk Christian Gowan, present

Monsignor John Bluett offered the invocation.

The agenda was adopted without changes. Commissioner Cannon noted that he would like to pull Item 300 for discussion.

#### AWARDS AND PRESENTATIONS

#### 100) Current Projects Update

Presentation >>

Mr. Rob Nicholas, Veolia addressed common questions being asked by residents

- 1. Why are repairs needed and what is being done?
  - a. Mr. Nicholas noted the age of the plant, fifty (50) years old, and a number of issues which had been discovered once work began. Among these issues was sand, broken aeration piping due to rags and other debris, and rusted/broken parts. Mr. Nicholas explained the plant had to be taken offline, drained, and cleared to start making necessary repairs. Mr. Nicholas then detailed the repairs being made, including the installation of 56 air headers which would be installed the next day.
- 2. Why unexpected problems, odors, & issues
  - a. Mr. Nicholas noted that many issues arise when items that should not be flushed end up in the plant and create a "fatberg" which creates blockages. To deal with this specific issue, Mr. Nicholas noted the installation of new screen filters which would be ready to go once the

plant was back online. Other issues which were discussed were air line failures and dying bacteria. Mr. Nicholas stressed how rare an air line failure is and also noted the use of a diver in the plant, also rarely done, to further address issues.

#### 3. What is the repair schedule?

a. Referencing a timeline in the presentation, Mr. Nicholas explained that the current work at the West Plant would be finished and then staff would meet and reevaluate next steps to avoid a reoccurrence in future work.

#### 4. What is causing the smell and when will it stop?

a. Mr. Nicholas distinguished between normal wastewater treatment plant odors, impacted by time of day, humidity, wind, and operations, and construction related odors, described as those coming from or caused by the reject pond, dewatering, and the die-off of bacteria. Continuing, Mr. Nicholas noted that the East Wastewater Treatment Plant experienced similar issues about a year ago which was addressed, and further noted that odor monitoring technology was being brought in to help determine next steps.

#### 5. Why is reclaimed water off?

a. Mr. Nicholas explained that reuse water could only be provided when it meets a certain standard for turbidity and currently, although close, the water from the plant was not at that standard. A photograph was shown of water from the plant and Mr. Nicholas expressed hope that the reuse water would be back on in the next day or two.

#### 6. When will new plants be built?

a. Mr. Nicholas noted that the master plan was already completed, priority repairs were currently underway to allow the facilities to be operational through the construction of new plants. Continuing, he explained that a facilities plan must be completed, an engineer must be hired and complete a rate study, public hearing requirements must be met, and then design and going after state financing would follow before moving to the first phase of construction. Mr. Nicholas expressed hope that state financing could be pursued and secured by the start of next year.

Ms. Donna Kittell, 508 Osprey Lane, Winter Springs was invited to speak as a representative of her Homeowners Association. Ms. Kittell asked about the restoration of the ecosystem, shared concerns about any residual material in the reclaimed water once it was turned back on, the odor, Veolia's environmental record, and impacts on property value. Ms. Kittell then asked how the community could assist the City to ensure this doesn't reoccur.

Mr. Nicholas responded that the state would issue approvals to resume the provision of reclaimed once the water was at the proper levels and that a flushing plan would be required. Mr. Nicholas also reiterated the utilization of odor monitoring technology and commented that the plant was recovering, treating water, and odor levels should return to normal within a short time.

Ms. Kittell shared further concerns about the source of the lingering odor, inconsistent delivery of notice letters, and expressed interest in seeing any report produced by Florida Department of Environmental Protection.

Manager Boyle commented that he believed the odor was generally dissipating but that odors may be stronger at times due to more frequent use of the belt press. Manager Boyle then went on to address some of the questions and concerns brought up. Manager Boyle noted that there is still a wildlife presence on the property, shared that he was working with FDEP and the landowner and hoped to have a solution to present in February. It was also mentioned that the landowner was not in favor of the public continuing to access the property.

Discussion followed on new odor control technologies, acting quickly and safely, and expediting processes to address resident concerns and any possible future issues.

Regarding the restoration of fish and following conversations with the landowner, Manager Boyle conveyed that this was not the landowner's priority.

Discussion followed on the process that had to be followed. Mr. Nicholas commented that the process is standardized and noted that the expedited hiring of an engineer and completion of a facilities plan would speed up the process.

Manager Boyle addressed concerns expressed about Veolia building a plant, noting that Veolia does not build plants, they only operate the plants. Continuing, he noted that an open bid process was currently out on the street and that responses would come before the Commission.

Addressing questions about the timeline for resuming operations of the plant and stopping future discharges, Mr. Petrie and Mr. Nicholas explained that aerators would be installed the next day and it would then take two to three (2-3) weeks to have the plant resume operations due to the biological processes. Mr. Nicholas also explained that the line that was part of the discharge had been plugged to prevent a similar situation.

Manager Boyle committed to sharing all reports and information received from FDEP in a timely matter with the Commission and residents.

#### **PUBLIC INPUT**

Mr. Chandrasheykar Ayyalaraju, 617 Contravest Lane, Winter Springs announced the Health for Humanity Yogathon happening January 16-31, 2021, explained the history of the event, thanked the Mayor for issuing a proclamation, and encouraged community members to participate in the Yogathon.

Mr. Andrew Koberlein, 643 Nighthawk Circle, Winter Springs asked when formal documentation detailing what was in the discharged water would be available and asked if the overflow event was an accident or malfeasance.

Ms. Carol Seibert, 640 Nighthawk Circle, Winter Springs shared concerns about yards dying and asked if the City would be providing a refund of any kind to those who have to use potable water while reclaimed water is unavailable.

Ms. Juanita Blumberg, 141 Bear Springs Boulevard, Winter Springs noted she has not had problems with her well water, asked who was responsible for plant maintenance, and wondered how the plants were allowed to get to their current state.

Manager Boyle reaffirmed that the City nor Veolia ever intended for the water in question to leave the plant and confirmed that the discharge to the private pond was accidental, occurring due to a bypass. Addressing other questions that had come up, Manager Boyle noted the Florida Department of Environmental Protection is working with the City to determine what was in the water and that any report would be available once it was received by the City. Trace ammonia and chlorine were known to be detected, but Manager Boyle said a final report would be issued and would detail what was in the water and what levels were present. Regarding the plants, Manager Boyle explained that the City owns the facilities and Veolia is the contractor that operates the plant.

### **CONSENT AGENDA**

# 300) Authorization to enter Electric Vehicle Site Host Agreement with Duke Energy FL and Park & Plug Program.

Cover Page >

Park and Plug Site Host Agreement >>>

Commissioner Cannon shared concerns about the absence of listed sites on the contract.

Mr. Christopher Schmidt, Director, Community Development Department noted that City Hall, the newer Town Center Parking Lot, and Central Winds Park near the

new trailhead were the sites being considered. Continuing, Mr. Schmidt noted that Duke Energy still needed to assess the feasibility of these proposed sites.

Further discussion followed on the proposed sites, concerns of usage potential, the requirement that charging stations be placed on City-owned property, the incorporation of charging station installation for new construction, and engaging businesses to install charging stations in other locations.

In response to questions about costs to the City, Mr. Schmidt noted that installation was covered by Duke and that the City was only charged for the electricity used.

#### 301) Purchase of Five (5) Ford F150 Trucks Funded by the CARES Act.

Cover Page >>

COWS Declaration of Civil Emergency

COWS EO 2020-01 Enforcement of COVID19 County EO 2020-06

PO 21-339 Prestige Ford

<u>Duval Ford Response to Available Trucks</u>

Peacock Ford was non-Responsive to Request

No discussion.

# 302) Purchase of new infrastructure server appliances and backup system funded by the CARES Act

Cover Page >>

No discussion.

#### 303) Minutes of the Monday, January 11, 2020 City Commission Regular Meeting

Minutes >>

No discussion.

"MOTION TO ACCEPT CONSENT AGENDA." MOTION BY COMMISSIONER CANNON. SECONDED BY DEPUTY MAYOR JOHNSON. DISCUSSION.

VOTE:

DEPUTY MAYOR JOHNSON: AYE COMMISSIONER CANNON: AYE COMMISSIONER HALE: AYE COMMISSIONER ELLIOTT: AYE COMMISSIONER BENTON: AYE

**MOTION CARRIED.** 

#### **PUBLIC HEARINGS AGENDA**

# 400) Creation of Little Lake Howell (Lake Tuskawilla) Municipal Service Benefit Unit (MSBU)

Cover Page S

Ordinance 2021-01 Little Lake Howell MSBU 🦠

Interlocal w Winter Springs-Lake Howell-Tuskawilla Lake-Draft

LLH Mailed Notice 12-31

Final LLH Published Notice

Attorney Garganese confirmed that the Interlocal Agreement could be approved separately from the ordinance.

Attorney Garganese read Ordinance 2021-01 by title only.

Ms. Maria Sonksen, Director, Finance Department was available for questions.

Mayor Lacey opened the Public Hearing for Item 400.

No one spoke.

Mayor Lacey closed the Public Hearing for Item 400.

"MOTION TO APPROVE ORDNINACE 2021-01 ON FIRST READING." MOTION BY COMMISSIONER CANNON. SECONDED BY DEPUTY MAYOR JOHNSON. DISCUSSION.

VOTE:

COMMISSIONER CANNON: AYE COMMISSIONER BENTON: AYE DEPUTY MAYOR JOHNSON: AYE COMMISSIONER ELLIOTT: AYE COMMISSIONER HALE: AYE

MOTION CARRIED.

"MOTION TO APPROVE THE INTERLOCAL AGREEMENT." MOTION BY COMMISSIONER CANNON. SECONDED BY COMMISSIONER BENTON. DISCUSSION.

VOTE:

COMMISSIONER ELLIOTT: AYE COMMISSIONER HALE: AYE

COMMISSIONER BENTON: AYE COMMISSIONER CANNON: AYE DEPUTY MAYOR JOHNSON: AYE

**MOTION CARRIED.** 

#### **REGULAR AGENDA**

#### 500) Non-Binding Preliminary Review for Hickory Grove.

Cover Page >>

<u>01 -Cover and Application</u>

02-ALTANSPS Land Title Survey

04 -Building Elevations

03 -2020.12.03 WSTC CONCEPT SITE PLAN

05-School Impact Analysis

Hickory Grove Presentation

Mr. Christopher Schmidt, Director, Community Development Department briefly reviewed the site and informed the Commission that no action was required on the item.

Mr. Dwight Saathoff and Mr. Jose Chaves were introduced to present their proposed project.

Mr. Saathoff presented the proposed Hickory Grove Neighborhood, and noted he would welcome input to be considered as plans continue to progress. Mr. Saathoff then reviewed the project site, known commonly as the Blumberg site, and reviewed the history of acquisitions and easements provided by the Blumbergs, land use designations, and the history of the Town Center. Mr. Saathoff presented the proposed site plan, traffic analysis, and school capacity and noted that he envisioned a timeline of two to three years for completion.

Mayor Lacey asked if Mr. Saathoff was aware of the Arbor Ordinance and potential fees that would be incurred. Mr. Saathoff confirmed he was aware of the ordinance, mentioned an estimated fourteen (14) specimen trees on the property, and noted his effort in previous projects to preserve and work around trees.

#### 501) Appointment Opportunities for City Boards and Committees

Cover Page S

"MOTION TO APPOINT BRIAN K. MASHBURN TO BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE." MOTION BY COMMISSIONER BENTON. SECONDED BY DEPUTY MAYOR JOHNSON. DISCUSSION.

**VOTE:** 

COMMISSIONER ELLIOTT: AYE
COMMISSIONER CANNON: AYE
COMMISSIONER HALE: AYE
DEPUTY MAYOR JOHNSON: AYE
COMMISSIONER BENTON: AYE

MOTION CARRIED.

"MOTION TO REAPPOINT LORETTA AMES TO THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE." MOTION BY COMMISSIONER ELLIOTT. SECONDED BY COMMISSIONER CANNON. DISCUSSION.

VOTE:

COMMISSIONER HALE: AYE
DEPUTY MAYOR JOHNSON: AYE
COMMISSIOENR ELLIOTT: AYE
COMMISSIONER CANNON: AYE
COMMISSIONER BENTON: AYE

**MOTION CARRIED.** 

"MOTION TO ACCEPT MEGHAN GEIST TO THE YOUTH COUNCIL." MOTION BY COMMISSIONER HALE. SECONDED BY DEPUTY MAYOR JOHNSON. DISCUSSION.

VOTE:

DEPUTY MAYOR JOHNSON: AYE COMMISSIOENR HALE: AYE COMMISSIONER CANNON: AYE COMMISSIONER ELLIOTT: AYE COMMISSIONER BENTON: AYE MOTION CARRIED.

#### **REPORTS**

#### 600) City Manager Shawn Boyle

- Apologized for a lack of communication and pledged to get better
- Introduced Mr. Dale Smith, the new professional engineer serving as Public Works and Utilities Director.
- Noted efforts under way to reorganize city departments and operations over the next thirty to sixty days and asked for patience as this occurred. Manager Boyle confirmed that changes would be communicated to the Commission.

#### 601) City Attorney Anthony A. Garganese

No report

#### 602) City Clerk Christian Gowan

No report

#### 603) Seat Four Commissioner TiAnna Hale

No report

#### 604) Seat Five Commissioner Rob Elliott

• Suggested the City Clerk reach out to all faith organizations in Winter Springs inviting them to offer the Invocation.

"MOTION TO EXTEND THE MEETING THROUGH THE SECOND PUBLIC INPUT." MOTION BY COMMISSIONER BENTON. SECONDED BY COMMISSIONER CANNON. DISCUSSION.

#### MOTION PASSED WITH UNANIMOUS CONSENT.

- Invited Mr. Christopher Caudle to speak on the Community Work Day initiative.
  - o Mr. Christopher Caudle, 5439 Albert Drive, Winter Park of New Covenant Anglican Church spoke about efforts to reach out to fifteen (15) churches to gauge interest in organizing people to help neighbors. Mr. Caudle noted that many are struggling due to the pandemic and hoped the City could connect those in need with those willing to assist.

#### 605) Mayor Charles Lacey

No report

#### 606) Seat One Commissioner Matt Benton

- Asked for an update on the review of the Comprehensive Plan.
  - o Mr. Schmidt noted that staff recently finished working with the East Central Florida Regional Planning Council and that the City Attorney's Office was now reviewing proposed changes. Mr. Schmidt said that proposed changes would be brought to the Commission in the next thirty to sixty days.

#### 607) Seat Two Commissioner Kevin Cannon

- Let Commission know that will be attending February 8-9 groundbreaking ceremony in Apopka to have discussions with the St. Johns River Water Management District. Continuing, he noted a pilot program to utilize smart irrigation meters and asked consent to explore that possibility more as it could be beneficial to the City.
- Thanked everyone involved in remedying issues with the Wastewater Treatment Plant and encouraged expedited solutions whenever possible. Commissioner Cannon noted that he believed there was no advantage to moving slowly.
- Encouraged the use of email to communicate important information to residents and, if possible, a Reverse 911 line.

#### 608) Deputy Mayor/Seat Three Commissioner Ted Johnson

 Noted going to see the progress being made at Ranchlands Park and commented on the great work done by Parks and Recreation and Public Works staff.

#### **PUBLIC INPUT**

Mr. Kenneth Spalthoff, 331 Wooded Vine Drive, Winter Springs shared positive comments about the City being made on social media.

#### **ADJOURNMENT**

Mayor Charles Lacey adjourned the meeting at 8:48 P.M.
RESPECTFULLY SUBMITTED:
CHRISTIAN GOWAN CITY CLERK  APPROVED:
MAYOR CHARLES LACEY
NOTE: These Minutes were approved at the, 2021 City Commission Regular Meeting.

From: Chandrasekhar Ayyalaraju <ayyalaraj@gmail.com>

Sent: Wednesday, January 20, 2021 12:16 PM

**To:** \_City Clerk Department

**Subject:** [BULK] Public Input for City Commission Meeting - 01/25/2021

Attachments: HSS\_Civic Engagement\_COVID19\_Infographic\_Partly Image.pdf; HSS COVID Letter.pdf;

Mayor\_Readout.pdf

**Importance:** Low

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Hi,

My name is Chandrasekhar Ayyalaraju and I am a resident of Winter Springs. I would like to add this to the agenda as Public Input for the upcoming commission meeting on 25th Jan, 2021. Please find my written comment on that and would appreciate it if you can provide a couple of minutes to talk during the meeting. Please find some attachments also for reference and readout to the Mayor/Commission members after our presentation.

Name: Chandrasekhar Ayyalaraju

Address: 617 Contravest Ln, Winter Springs, FL 32708

Phone Number: 901-338-6035

Agenda Item: Health for Humanity Yogathon 2021

**Hindu Swayamsevak Sangh USA (HSS)** announces the Fifteenth annual "Health for Humanity Yogathon" or "Surya Namaskar Yajna". The 16-day event aims to create awareness about Yoga and its advantages in achieving a healthy body, mind, and spirit. Surya Namaskar integrates simple Yoga postures in 10-steps that, along with easy breathing technique, can provide immense health benefits to both the body and the mind.

HSS initiated this health awareness project in 2006. Since its inception, participants from 40 states actively took part via various Yoga Centers, community organizations, schools and colleges regardless of individual faiths and beliefs, have participated and collectively performed over 4 million Surya Namaskars. Community leaders and many elected officials across the nation have appreciated this initiative and encouraged their residents to participate and gain the benefits of an overall healthy lifestyle.

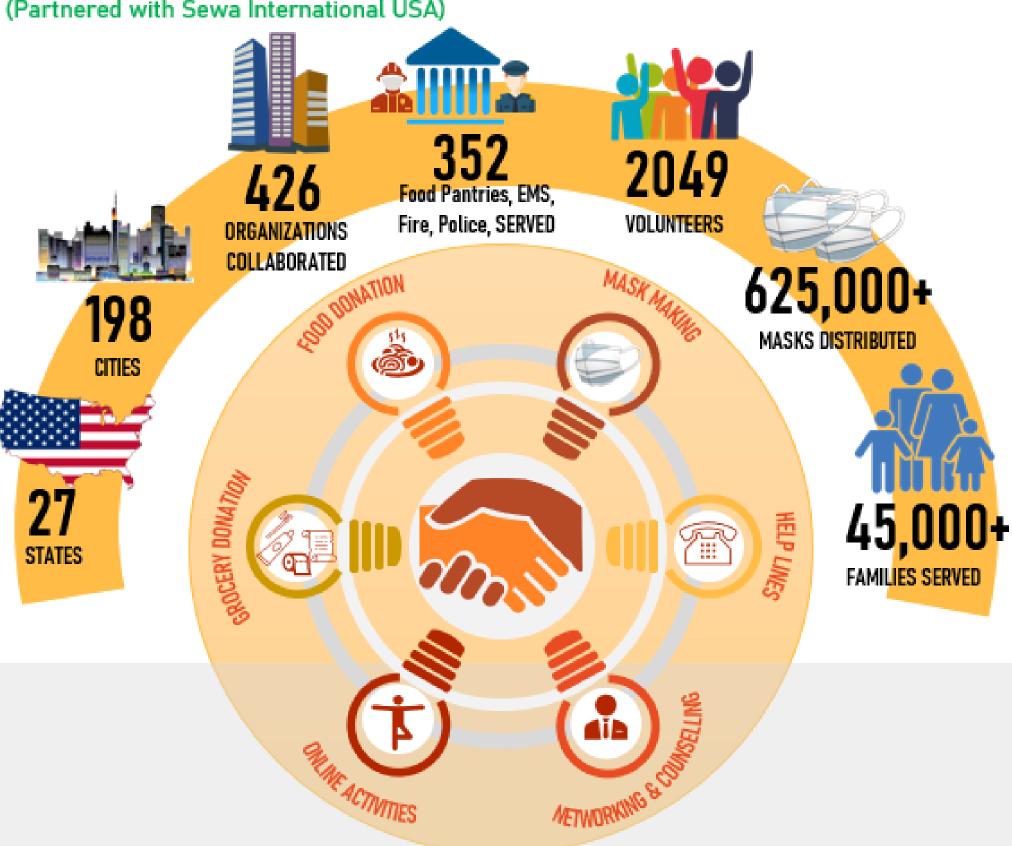
This year, as pandemic is affecting our lives in big way, keeping our health, body and mind in balance is very much required to overcome stress coming in families. HSS invites community groups, Yoga centers, students, and individuals to learn and participate in Health for Humanity Yogathon. This program is open to people of all ages, gender, and races.



Sewa RESPONSE TO COVID 19 (Service) to REPORT - JUN 2020 | Humanity

# **HSS - NATION WIDE COVID 19 Relief Activities**

(Partnered with Sewa International USA)



# Orlando, A

- 3000 meals has been served to first responders in association with Indian American **Business Association of Orlando**
- Served lunch to Casselberry Police Department
- Provided 100 PPE (Personal Protection Equipment) to Oviedo Mayor to distribute to Para-medical staff and first responders
- Provided lunch to first responders for Oviedo Police Department
- Donated 500 masks to pharmacists and 50 masks to senior citizens
- Donated 12,000 masks to first responders in association with IABA

HSS, the nation's largest Hindu-American organization, conducts a values education program for Hind<sub>25</sub> Americans of all ages through its 220 branches nationwide. For more information, visit www.hssus.org



# Hindu Swayamsevak Sangh USA Inc.

An IRS Section 501(c)(3) Tax-Exempt Charitable Organization

10th August, 2020

Mr. Charles Lacey Mayor, Winter Springs, FL

Dear Mr. Mayor,

I am writing on behalf of Hindu Swayamsevak Sangh USA, Inc. ("HSS" or the Hindu Service Society), a 501(c) (3) tax-exempt charitable organization.

HSS promotes self-discipline, self-confidence, and a spirit of selfless service for humanity through its structured values-based education program for Hindu children and adults. Currently, HSS operates 220 chapters in 32 states nationwide, including 8 branches in FL. Our local branch is happening at Chinmaya Mission, Casselberry.

Since the middle of March, the entire world, including the United States, has faced the unprecedented challenge of COVID-19. With locally declared emergencies, all businesses and activities were grounded. Our members consider this challenging time as a time to offer services and help in the surrounding community and for first responders and healthcare professionals.

HSS trains its volunteers to conduct regular social service projects-in their cities and counties. This training came in handy, and in no time, all our volunteers planned activities that could be carried out while observing the new norms of social distancing and other CDC-suggested practices.

Our volunteers in various communities worked in groups to feed needy and homeless people, support senior citizens, supply groceries to the needy, make PPEs, provide meals and PPE to first responders, and did fundraising for food pantries and local relief organizations. They also collaborated with and brought together several other organizations to multiply these efforts and help.

We are humbled and grateful that we could help our neighborhoods and needy people in the community. We are enclosing a one-page report with this communication that includes our organizational efforts across the nation and our local contribution in COVID-19 relief.

We will be ready to help our community for any similar future situation. Please let us know if there is any need. Please contact us if you have questions or would like to have an in-person meeting either in your office or via online conference systems such as Zoom or Google Meet.

Sincerely yours,

Hindu Swayamsevak Sangh USA, Inc. Chandrasekhar Ayyalaraju, Regional Co-Director

From: Martin, Richard < richard.j.martin@siemens.com>

Sent: Saturday, January 23, 2021 8:29 AM

**To:** \_City Clerk Department

**Cc:** richard.j.martin@siemens-energy.com

**Subject:** Public Input for Winter Springs City Commission Regular Meeting on 1/25/2021

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Dear Winter Springs City Commission,

I respectfully ask that you review the recent events from the sewage/treated water excursion from Waste Water Treatment Plant 1 (WWTP1). Specifically:

- 1. Was it sewage or some form of treated water that was discharged into the lake near WWTP1?
- 2. If the discharge was treated, was it treated to the level suitable for the reclaimed water system and percolation ponds or to some lesser level?
- 3. It seems that still a lot of smell is emanating from WWTP1, when is that expected to subside?
- 4. I live in the Highlands subdivision. The water being discharged to the percolation pond there is extremely foul smelling. This is unusual. Why does it smell so bad? Is this water not treated to the same level as what is typically discharged to the percolation ponds?
- 5. Is the water discharged to the Highlands percolation ponds outside of the limits that is typically discharged? If so, what Are the effects on the pond and aquifer? What is the remedial plan if required.

#### **Richard Martin**

627 Ryan Ct. Winter Springs, FL 32708 321 230 4155

From: Dmkny54 <dmkny54@aol.com>
Sent: Sunday, January 24, 2021 12:59 PM

**To:** \_City Clerk Department

**Subject:** re: questions to address in the commissioners meetings

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

No

To the Commissioners,

My name is Donna Kittell. I live at 508 Osprey Lane, Greenspointe HOA, in the Highlands. I am a HOA board member for Greenspointe. I will be attending the meeting on Monday.

My concerns are:

- 1) We have a pervasive, offensive odor in our neighborhoods, homes, and vehicles since the dumping of 15000 gallons of limited treated sewage water in Lake Audubon in the Highlands on December 31,2020. This resulted in a fish kill. There were complaints made by multiple neighbors from November into December to the departments in the Winter Springs government. This dumping of excess limited treated sewage water has adversely affected the ecosystem as evidenced by the decrease in bird, reptile and mammal populations. The insect population are also potentially impacted. It has also affected our property values. Please provide the timeline and details on how these issues will be addressed specifically the management of the odor, revitalization of the ecosystem, as well as compensation of home owners for fees resulting from usage of potable water in irrigation. In addition to this, please provide information on how homeowners as stakeholders will be involved and kept informed of this process including the choice of contractors.
- 2) When will our irrigation system be reconnected? We have been without irrigation for several weeks. We have been using potable water instead of reclaimed water which is a waste of fresh water and costly to the residents. We realize that this is a result of the cleaning of the water treatment plant. However, we were not notified by mail or public message boards, and are entitled as taxpayers to be aware of the timeline for these services. When will we be compensated for water costs as a result of this disconnect?
- 3) Why did the commissioners hire a water treatment company that has a poor environmental record? This company was an integral part of the water disaster in Flint Michigan and the company failed miserably. How can we as stakeholders have confidence in this company's ability to address the effects of their water treatment process.
- 4) Why were the water treatment plants on the West side of Winter Springs upgraded and updated in 2010 but not the plant on the east side. It took ten years for the east water treatment plant to receive only a cleaning not an upgrade or update. Please inform us of the current facts on this issue. The eastside residents pay the same taxes for services from Winter Springs as residents on the west side?

I expect the Council to respond to my questions at the Commissioner's meeting on January 25, 2021. Thank you for your attention in this matter.

Sincerely,

Donna Kittell 508 Osprey Lane Greenspoint HOA

From: Dmkny54 <dmkny54@aol.com>
Sent: Dmkny54 <dmkny54@aol.com>
Monday, January 25, 2021 1:54 PM

**To:** \_City Clerk Department

**Subject:** Re: correction on questions for tonite's meeting.

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

On question number four I mistakenly reversed my East for my West directions on the water treatment plants. The question should read as follows:

4)why were the water treatment plants on the east side of Winter Springs upgraded and updated in 2010 but not the plant on the west side? It took 10 years for the west water treatment plant to receive only a cleaning not an upgrade or update. Please inform us of the current facts on this issue. The west side residents pay the same taxes for services from Winter Springs as residents on the east side!

Thank you for correcting this before the meeting.

Donna Kittell 508 Osprey Lane Greenspointe HOA

From: Bernie Brown <a href="mailto:happyheartsranch@gmail.com">happyheartsranch@gmail.com</a>

Sent: Sunday, January 24, 2021 2:06 PM

**To:** \_City Clerk Department

**Subject:** Questions for commission meeting

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

I live at 510 Spoonbill Court and I will be at the meeting on Monday.

#1 When will the city release the water analysis report by the Environmental Protection Agency of the water sample taken from the lake?

#2 I was told by Mike Maximenko that the City Manager is ultimately responsible for water treatment project. Please confirm that Shawn Boyle is in charge.

#3 I was also told by Mr. Maximenko that this project has been subcontracted to the Veolia Company. This is the same company that settled a 22.8 million dollar lawsuit in 2019 with the city of Plymouth for its part in the sewage main breaks. How and by whom was this decision made?

Thank you.

#### Bernice Muroski-Brown

"It's not about you"....The Purpose Driven Life by Rick Warren Sent from my mobile device



Will the city take responsibility to repair the damage caused to the pond. Restore the pond with fish so the wildlife and bird population returns.

Greenspointe subdivision street names were named after the birds in the pond in the 80's

White Ibis

Spoonbill

**Anhinga** 

**lbis** 

■■ AT&T 🤶

Nighthawk

Osprey

These names go back to the 80's Your mistake.....take responsibility for the 40 years of life in the pond you've ended.

Laurie Tenneson
628 Nighthawk Circle







From: Eva Marie Everson <pennhnd@aol.com>
Sent: Sunday, January 24, 2021 2:51 PM

**To:** \_City Clerk Department

**Subject:** Question for the Monday Night meeting

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

Hello! I am from Greenspointe and live in front of the pond. What can we do as a community to assure this fish kill never happens again? How can we work *together* to assure healthy water, etc?

Eva Marie Everson 504 Spoonbill Court

From: Jackie Stemmler < jackiestemmler@yahoo.com>

**Sent:** Sunday, January 24, 2021 2:57 PM

**To:** \_City Clerk Department **Subject:** Monday meeting

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

How will the lake be replenished with the fish that were killed? Our environment should be put back to its pre-loss condition prior to this mess.

Jackie stemmler 634 nighthawk circle

Sent from my iPhone

From: Jackie Stemmler < jackiestemmler@yahoo.com>

**Sent:** Sunday, January 24, 2021 2:43 PM

**To:** \_City Clerk Department **Subject:** Monday meeting

#### EXTERNAL EMAIL:

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

How are the residents going to be reimbursed for the water we are not able to use?

Jackie stemmler 634 nighthawk circle

Sent from my iPhone

From: Sheri Stearns <shootinsheri986@gmail.com>

**Sent:** Monday, January 25, 2021 11:39 AM

To: \_City Clerk Department
Subject: Lake Audubon restoration

#### **EXTERNAL EMAIL:**

[Caution: Do not click on links or open any attachments unless you trust the sender and know the content is safe.]

To Whom It May Concern,

We in the Greenspointe community located in The Highlands neighborhood in Winter Springs are deeply concerned about the foul odors and toxins in our air since the recent fish kill at Lake Audubon on the former W.S. golf course.

We are worried about the lasting effects of the reclaimed water leaching into the ground and causing problems for years to come, if not forever.

The stench in our neighborhood is so strong at times that many residents including myself have become sick from it.

Most of the beautiful birds in Greenspointe are no longer here.

We would like to know exactly what is being done to restore Lake Audubon, and what is being done to prevent this from ever happening again.

Thank you, Sheri Stearns, Pres, Greenspointe HOA 659 Nighthawk Cir, Winter Springs, Fl 407-592-0751



### **PUBLIC HEARINGS AGENDA ITEM 400**

CITY COMMISSION AGENDA | FEBRUARY 8, 2021 REGULAR MEETING

#### TITLE

Second Reading of Ordinance 2021-01 Creation of the Little Lake Howell/Lake Tuskawilla Management Municipal Service Benefit Unit (MSBU)

#### **SUMMARY**

On October 12, 2020 Staff presented to the Commission for consideration, a Letter of Preliminary Support for the Creation of Little Lake Howell (Tuskawilla Lake) Management Municipal Service Benefit Unit (MSBU), Consent Agenda Item 301.

On January 25, 2021 Staff presented and the Commission approved the interlocal agreement with Seminole County. The purpose of this Agreement is to establish the terms and conditions for lake management on Little Lake Howell for the special benefit of properties fronting on Little Lake Howell and those properties with right of use of a property fronting on Little Lake Howell. In addition, the Commission approved the first reading of Ordinance 2021-01, Public Hearings Agenda Item 400.

The final step to complete the process of establishing the MSBU is for the City Commission to approve the Ordinance 2021-01 upon second reading. This MSBU is created and established by Seminole County, for the purpose of providing lake management services to the lake within the unit; providing identification of the property within the City of Winter Springs.

#### RECOMMENDATION

Staff requests the City Commission conduct a Second & Final Reading of Ordinance 2021-01 creating a new Article V, Division 1 of Chapter 18, taxation, of the city code; authorizing the inclusion of certain property located within the city in the Little Lake Howell/Tuskawilla Lake Management Municipal Service Benefit Unit (MSBU).

#### **ORDINANCE NO. 2021-01**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, FLORIDA; CREATING A NEW ARTICLE V, DIVISION 1 OF CHAPTER 18, TAXATION, OF THE CITY CODE: AUTHORIZING THE INCLUSION OF CERTAIN PROPERTY LOCATED WITHIN THE CITY IN THE LITTLE LAKE HOWELL/TUSKAWILLA LAKE **MANAGEMENT** MUNICIPAL SERVICE BENEFIT UNIT **CREATED AND** ESTABLISHED BY SEMINOLE COUNTY, FLORIDA, FOR THE PURPOSE OF PROVIDING LAKE MANAGEMENT SERVICES THE LAKE WITHIN THE UNIT: **PROVIDING** IDENTIFICATION OF PROPERTY WITHIN THE CITY OF WINTER SPRINGS AUTHORIZED FOR INCLUSION IN SAID **PROVIDING** THE REPEAL UNIT: FOR OF INCONSISTENT **ORDINANCES** AND **RESOLUTIONS:** INCORPORATION INTO THE CODE; SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS,** the City is granted the authority, under Section 2(b), Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission of the City of Winter Springs, Florida, has entered into the Little Lake Howell/Tuskawilla Lake Interlocal Agreement with Seminole County, Florida, whereby the City has agreed to authorize inclusion of certain lands lying in the City of Winter Springs in a Municipal Service Benefit Unit ("MSBU") to be created and established by Seminole County to provide for the control of aquatic vegetation in Little Lake Howell; and

**WHEREAS**, the Board of County Commissioners of Seminole County, Florida, has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Section 125.01(1)(q), *Florida Statutes*, and other controlling law; and

**WHEREAS,** pursuant to Section 125.01(1)(q), *Florida Statutes*, the County is required to obtain the City Commission's consent, by Ordinance, to operate a County MSBU within the incorporated area of a municipality, and this Ordinance, and the above-referenced Interlocal Agreement, are in furtherance of satisfying this statutory requirement; and

**WHEREAS**, there are Little Lake Howell waterfront properties located within the City of Winter Springs and unincorporated Seminole County that will benefit from lake management services and improvements to the lake; and

**WHEREAS**, pursuant to Chapter 163, *Florida Statutes*, local governments are encouraged to cooperate on the basis of mutual advantage to provide services that will influence the needs of local communities; and

WHEREAS, the City Commission of the City of Winter Springs enacts this Ordinance to

ensure that the high quality of life available to citizens of the City and the County is protected and maintained; and

**WHEREAS**, the City Commission of the City of Winter Springs finds that it is appropriate and furthers the public good to provide authorization for Seminole County to assess and collect through a uniform method the lake management cost share allocation from Little Lake Howell waterfront parcels within the City limits; and

**WHEREAS**, the City Commission of the City of Winter Springs, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Winter Springs; and

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

<u>Section 1.</u> Recitals. The foregoing recitals are hereby fully incorporated herein by this reference as legislative findings and the intent and purpose of the City Commission of the City of Winter Springs.

Section 2. Code Amendment. Chapter 18 Taxation is hereby amended to add a new Article V, Division 1 as follows: (underlined type indicates additions to the City Code and strikeout type indicates deletions, while asterisks (\* \* \*) indicate a deletion from this Ordinance of text existing in Chapter 18. It is intended that the text in Chapter 18 denoted by the asterisks and set forth in this Ordinance shall remain unchanged from the language existing prior to adoption of this Ordinance):

#### **CHAPTER 18 – TAXATION**

\* \* \*

#### ARTICLE V. – MUNICIPAL SERVICE BENEFIT UNITS

#### DIVISION 1. – LITTLE LAKE HOWELL MUNICIPAL SERVICE BENEFIT UNIT

Sec. 18-220. – Approval of Inclusion of Certain Properties in Little Lake Howell MSBU. Pursuant to Ordinance No. 2021-01 ("Ordinance"), the City Commission of the City of Winter Springs, Florida, hereby approves and authorizes the inclusion of Little Lake Howell waterfront parcels within the City limits into Seminole County's Little Lake Howell/Tuskawilla Lake Management Municipal Service Benefit Unit ("Little Lake Howell MSBU") boundaries, said properties more fully described as set forth in Exhibit "A" of the Ordinance. [Exhibit "A" not codified]. The City Commission further authorizes Seminole County to levy the Little Lake Howell MSBU non-ad valorem assessments, as deemed appropriate through the Little Lake Howell MSBU process, and to collect the non-ad valorem assessments according to the uniform method beginning with Tax Year 2021.

Sec. 18-221. - Term. This Division shall remain in full effect until otherwise repealed by ordinance adopted by the City Commission. Notice of the proposed repeal of this Division shall be provided in writing to Seminole County in accordance with the provisions of the Interlocal

Agreement for Lake Management of Little Lake Howell/Tuskawilla Lake. Any repeal of this Division shall not be effective until satisfaction or completion of the assessment commitment period associated with financed expenses and expenses incurred or under contract prior to the notice of the intent to terminate or repeal this Division is delivered to Seminole County.

<u>Section 3.</u> Repeal of Prior Inconsistent Ordinances and Resolutions. All prior inconsistent ordinances and resolutions adopted by the City Commission, or parts or ordinances and resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

<u>Section 4.</u> Incorporation into Code. This Ordinance shall be incorporated into the Winter Springs City Code and any section or paragraph, number or letter, and any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical, and like errors may be corrected and additions, alterations, and omissions, not affecting the construction or meaning of this ordinance and the City Code may be freely made.

<u>Section 5.</u> Severability. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 6. Effective Date.** This Ordinance shall become effective upon adoption by the City Commission of the City of Winter Springs, Florida, and pursuant to City Charter.

<b>ADOPTED</b> by the City Commission o meeting assembled on the day of Februa	of the City of Winter Springs, Florida, in a regulary, 2021.	ar
ATTEST:	Charles Lacey, Mayor	
Christian Gowan, City Clerk		
APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR THE CITY OF WINTER SPRINGS ONLY:		

Anthony A. Garganese, City Attorney
Legal Ad:
First Reading:
Second Reading:

## **EXHIBIT A**

# Property within the City of Winter Springs for Inclusion in the Little Lake Howell MSBU

Tax Parcel ID	Address	Current Property Owner
12-21-30-5DV-0000-001A	901 Tuskawilla Trail	VanArsdale
12-21-30-5DV-0000-0010	911 Tuskawilla Trail	Campbell
12-21-30-5DV-0000-0020	921 Tuskawilla Trail	Bear
12-21-30-5DV-0000-0030	931 Tuskawilla Trail	Hoskins
12-21-30-5DV-0000-0040	941 Tuskawilla Trail	Garcia
12-21-30-5DV-0000-0050	951 Tuskawilla Trail	Sheehan
12-21-30-5DV-0000-0060	961 Tuskawilla Trail	Pigman
12-21-30-507-0000-0010	971 Tuskawilla Trail	Bracco



## TITLE

Winter Springs Marketplace - Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Review, Removal of Specimen Trees, and Development Agreement.

## **SUMMARY**

The Community Development Department requests that the City Commission hold a Public Hearing to consider the Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Plans, Removal of Specimen Trees, and Development Agreement in order to construct a grocery store, retail uses, medical, fitness center, and fast food restaurants.

## **RECOMMENDATION**

Staff recommends that the City Commission approve the Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Plans, Removal of Specimen Trees, and Development Agreement in order to construct a grocery store, retail uses, medical, fitness center, and fast food restaurants, with the recommended conditions of approval.

Staff does not recommend approval of the Waiver request #8 (4), the fourth monument sign.

## **TITLE**

Winter Springs Marketplace - Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Review, Removal of Specimen Trees, and Development Agreement.

## **SUMMARY**

The Community Development Department requests that the City Commission hold a Public Hearing to consider the Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Plans, Removal of Specimen Trees, and Development Agreement in order to construct a grocery store, retail uses, medical, fitness center, and fast food restaurants.

General Information	n	
Applicant	Tuscawilla Property Investors, LLC	
	(Equinox Development   Ryan Stahl)	
Property Owner(s)	Tuscawilla Property Investors, LLC	
	Anna Ondick, as successor trustee of the Robbie R. Ondick	
	Revocable Trust	
Location	Southwest of the intersection between State Road 434	
	and Tuskawilla Road	
Tract Size	±8.278 gross acres	
Parcel ID Numbers	36-20-30-502-0000-0070 (Vacant), 36-20-30-502-0000-	
	0080 (Vacant), 36-20-30-502-0000-0090 (Vacant),	
	26-20-30-5AR-0A00-008F (Former Pinch-A-Penny)	
Zoning	Town Center (T5)	
Designation	S.R. 434 Corridor Overlay District	
FLUM Designation	Town Center/Commercial	
Adjacent Land Use	North: East S.R. 434 / ROW	South: Vacant
	East: Tuskawilla Road	West: Residential
S.R. 434 Frontage	Minimum 25-feet	Maximum 100-feet
	(Internal Side Streets 5 ft.)	

Height	Town Center: minimum	Two stories	S.R. 434: Up to * (*limited to 2 storie Development Agre	s per the
Setbacks Town Center	Front: 25 ft. – 50 ft. (from front property line)	Rear: 15 ft.	Side: 5 ft. min 100 ft. max. (from side property line)	Lot Width 18 ft. min., 180 ft. max.
Development Standards	Lot Coverage: 1	00%		
Development Permits	Waivers   Pending			
Development Agreement	Development Agreement			
Code Enforcement	Not applicable			
City Liens	Not applicable			

## **Background Data:**

The Community Development Department received an application from Tuscawilla Property Investors, LLC to construct Winter Springs Marketplace.

The subject property (approximately ±8.278 gross acres in size) is pentagonal in shape, generally bounded to the north by State Road 434, to the east by Tuskawilla Road, to the south by a vacant property and to the west by a residential community. Once aggregated, the parcels are anticipated to be developed in two phases, in a cohesive design to promote a development supportive to the City by bringing many retail uses to one single site. The development includes; mass grading of the entire site, master stormwater and utilities infrastructure, perimeter landscaping, streetscaping, and a wall located on eastern side of the property boundary.

## Proposed Layout:

The entire site is master planned and will include five (5) buildings all of which will consist of faux second stories. Aesthetic review for Buildings B and C will be presented to the City Commission at a later date.

- Building A: Heartland Dental | Medical Office | 4,280 SF | ±21 ft. high
- Building B: Chipotle w/drive-through window | 2,325 SF
- Building C: Fast Food Restaurant w/ drive-through window 3,056 SF
- Building D: Crunch Fitness | Retail | 19,200 SF | ±34.5 ft. high
- Building E: Dollar Tree | Retail | 10,000 SF | ±30 ft. high
- Building F: Aldi | Retail | 19,209 SF | ±29 ft. high

The total gross area for all proposed buildings is 58,070 SF.

The anticipated completion for the entire project is scheduled for 2-3 years after approval of the final engineering.

## **Public Notices:**

Public Hearing Notices were mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations on file with the City Winter Springs (220 notices). A Community Workshop was held on May 28, 2020 and a Workshop flyer was mailed to all owners of real property adjacent to and within approximately five-hundred feet (500) of the subject property and all Homeowner's Associations on file with the City Winter Springs (218 flyers) on May 6, 2020. There were approximately 15 persons in attendance at the Community Workshop and there were several questions related to the project, but no objections regarding the proposed development. Also, subsequent meetings were held with the Applicant and adjacent neighbors negotiate additional conditions of approval.

## Phasing and Conditional Approval of Final Engineering for Building C:

As noted above, Tuscawilla Property Investors, LLC (TPI) and Anna Ondick, as successor trustee of the Robbie R. Ondick Revocable Trust (the "Trust"), are both the Applicants for the proposed Final Engineering Plans. During the application process, it was City staff's understanding that TPI was in the process of acquiring the Property owned by the Trust to create a unified parcel for development. However, in November 2020, TPI acquired only 8.278 acres of property from the Trust rather than the entire 10.23 acres that is shown on the Final Engineering Plans. The Trust has retained approximately 1.95 acres of property at the corner of SR 434 and Tuskawilla Road. Section 20-29(c) of the City Code requires that as a

condition of approval by the City Commission, all final engineering/site plans shall be required to be memorialized in a binding Development Agreement executed by the City and the property owner. However, for this project, the Trust is not a party to the proposed Development Agreement. Accordingly, at this time, the City cannot approve Final Engineering Plans that affect the 1.95 acres of property retained by the Trust. Instead, the Development Agreement provides that approval of the Final Engineering Plans affecting the 1.95-acre Trust Property, which is most easily identified as Building C Fast Food Restaurant with drive-thru window and the Future Development Area of 1.32 acres, is contingent upon TPI acquiring the Trust Property within one year of the Effective Date of the Agreement. Absent this acquisition, contingent approval of the portion of the Final Engineering Plans affecting the Trust Property, excluding clearing, grading and seeding/grass plans, will be rescinded and void. If, however, TPI acquires the Trust Property, the Development Agreement will automatically extend to the Trust Property and the full Final Engineering Plans (including the Building C Fast Food Restaurant) will be deemed approved. In effect, there may be two phases of development for the buildings and structures shown on the Final Engineering Plans: Phase I will refer to the currently-owned TPI property 8.278 acres in size and Phase II may occur if TPI acquires the Trust Property within one year of the Effective Date of the Agreement. There are no current development plans proposed for the Future Development Area shown on the Final Engineering Plans, which is part of the Trust Property.

It should also be mentioned that Section 9-2 of the City Code prohibits property owners from selling lots or tracts of land from a property without first having divided the property in accordance with City Code, such as a duly-approved lot split or subdivision. Section 9-2 further prohibits the issuance of any permit for the construction of any building or structure on any lot sold in violation of Chapter 9 of the City Code. Accordingly, the Development Agreement serves another important function of recognizing the two lots (the TPI Property and the Trust Property) that were created by the November 2020 sale for purposes of development. Specifically, Section 9-14 of the City Code allows the City Commission to approve the division of Town Center zoned property by Development Agreement. In addition, should TPI acquire the Trust Property, an additional division of the Trust Property will occur between the Future Development Area and the Building C site.

Aesthetic Review Plans will be submitted at a later date to the City Commission for final approval for Building C Fast Food Restaurant.

## Final Engineering Plans Criteria, Sec. 20-33.1:

(a) Site and final engineering plans and the subdivision of land shall also be subject to the technical requirements set forth in Chapter 9 of the City Code. It is the intent of this section to apply to applications for site and final engineering plans and to any subdivision of land requiring a plat, if applicable, and does not include review and approval of a lot split application.

Please see discussion below regarding technical requirements of Chapter 9. The Final Engineering Plans have been reviewed by the City's contract engineer, concluding that the Plans satisfy the technical requirements provided the conditions of approval set forth below are met.

- (b) Except in situations involving one (1) single-family home, the planning and zoning board shall be required to review all site and final engineering plan and subdivision of land applications and make a written recommendation to the city commission. Such recommendation shall include the reasons for the board's recommendation and show the board has considered the applicable criteria set forth in this section.
- (c) Upon receipt of the planning and zoning board's recommendation, the city commission shall make a final decision on the application. If the city commission determines that the planning and zoning board has not made a recommendation on an application within a reasonable period of time, the city commission may, at its discretion, consider an application without the planning and zoning board's recommendation.
- (d) Except in situations involving one (1) single-family home, all site and final engineering plan and subdivision recommendations and final decisions shall be based on whether the site and final engineering plan and subdivision of land complies with all the technical requirements set forth in chapter 9 of the City Code and the following criteria to the extent applicable:
- (1) Whether the applicant has demonstrated the site and final engineering plan and subdivision of land, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and trafficgenerating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.

**Analysis:** The proposed height, scale, and intensity of the proposed development is consistent with similar surrounding uses previously approved within Winter Springs scale and intensity of the structure as depicted in the Final Engineering Plans.

The proposed daily hours of operation are consistent with surrounding uses. The project proposes a grocery store, a fitness center, a dentist office and two (2) fast food restaurants. There are similar uses within 500 ft. of the proposed site which are consistent with previously approved developments along S.R. 434.

The proposed hours of operation are as follows:

- Building A: Heartland Dental Medical Office | Hours 9:00 a.m. to 7:00 p.m.
- Building B: Chipotle | Hours w/ drive-through 10:00 a.m. to 10:00 p.m.
- Building C: Fast Food Restaurant w/ drive-through window | TBD
- Building D: Crunch Fitness | Hours 5:00 a.m. to 11:00 p.m.
- Building E: Dollar Tree | Hours 8:00 a.m. to 9:00 p.m.
- Building F: Aldi | Hours 9:00 a.m. to 8:00 p.m.

Impacts related to noise, refuse, odor, particulates, smoke, fumes and other emissions are anticipated to be negligible given the nature of the project. Conditions of approval below related to hours for dumpster service/trash pickup and commercial delivery truck access will further reduce noise and smoke, fumes or dust impacts from the Project. Parking and transportation are addressed thoroughly below. The development is compatible and harmonious with adjacent land uses and will not adversely impact land use activities in the immediate vicinity.

(2) Whether the applicant has demonstrated the size and shape of the site, the proposed access and internal circulation, and the design enhancements to be adequate to accommodate the proposed density, scale and intensity of the site and final engineering plan requested. The site shall be of sufficient size to accommodate design amenities such as screening, buffers, landscaping, open space, off-street parking, safe and convenient automobile, bicycle, and pedestrian mobility at the site, and other similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

**Analysis:** The size and shape of the site, the proposed access and internal circulation, and the design enhancements are adequate to accommodate the proposed development. The development provides full ingress and egress directly into the site from S.R. 434, from Roberts Family Lane and from Tuskawilla Road. Access to the site will be provided via three (3) driveways; one (1) full access driveway to the west of the development on Roberts Family Lane (not to be used by

commercial delivery trucks), one (1) existing right-in/right-out driveway (RIRO) to the north of the development on S.R. 434, and one (1) existing right-in/right-out (RIRO) driveway to the east of the development on Tuskawilla Road. Site access locations have been reviewed and approved by Seminole County Fire and the City Traffic Engineer of record. The existing and future street network provides multiple options for residents to reach their desired destinations.

The Applicant is requesting a waiver as discussed below, from Winter Springs City Code Sec. 20-601(b), which will alter the width and type of plantings required in each component part of the streetscape. The applicant is providing 34 feet of streetscape area consisting of three component parts: The entrance area will be designed with (1) 11'-4" landscape area; (2) 6-foot sidewalk; and (3) 16'-8" landscape and treescape understory trees between back of sidewalk and front of sidewalk within line the right-of-way. The proposed streetscape is in lieu of (1) 5-foot landscape area, (2) 6-foot sidewalk; and (3) 16-foot landscape and treescape area for planting canopy trees along the right-of-way. The requested streetscape waiver will provide a 34-ft. buffer in lieu of a 27-ft buffer as required by Code.

On site improvements which include enhanced landscape buffers, streetscape, landscape screening for dumpster areas, bicycle parking for throughout the site, decorative lighting, enhanced internal pedestrian walkways utilizing alternative pavement throughout. Transportation and off-street parking elements are discussed below.

(3) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.

**Analysis:** The proposed retail developments are permitted uses within the Town Center and within the S.R. 434 Corridor Overlay District. The development is not expected to have an adverse impact on the local economy, but to add to the local economy by means of governmental fiscal impact, employment, and property value. In addition, the Winter Springs Marketplace is expected to generate 250 new direct jobs within the proposed businesses and add 300 indirect jobs, such as landscapers, construction workers, etc., during the construction of the buildings. The development will also provide ad valorem taxes to the City of Winter Springs.

(4) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.

**Analysis:** The applicant contracted with ECS Florida, LLC for the Geo Technical Report and Thomson Environmental Consulting, LLC (Thompson) to develop the Environmental Report. The provided reports did not identify adverse impacts on the natural environment. The total gross area for all proposed buildings is 58,070 SF and the maximum impervious cover proposed for the site is 65%, the maximum impervious cover allowed is 100%. The applicant is maintaining an ample amount of open space on-site by not building up to the maximum allowed impervious of 100%.

A noise study is not required, as the City currently has a noise ordinance that restricts decibels ratings from 60-70 in commercial zones from 10:00 p.m. – 7:00 a.m. per Sec. 13-35. maximum permissible sound levels by receiving land use.

The City Engineer of record has determined that the site is not located within a flood plain. Based on Flood Insurance Rate Map (FIRM) No. 2117C0160F Community No. 120295, City of Winter Springs, Seminole County, Florida, the proposed development site lies within a Zone X (Other Areas). According to the FIRM panel legend – this Zone X is for "areas determined to be outside the 0.2% annual chance floodplain."

A protected wildlife species and habitat assessment was conducted over the entire property on October 9, 2018 by Thompson Environmental Consulting, LLC (Thompson). The survey consisted of both a search of documented literature and field investigation. No indication of bald eagle foraging or nests of juveniles were observed. The survey yielded no potentially-occupied gopher tortoise burrows, and no indication of gopher tortoise presence. Thompson recommends that an additional survey of the property be performed within 90 days of intended construction per the Florida Wildlife Commission guidelines.

(5) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on historic, scenic, and cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

**Analysis:** It is not anticipated that the proposed development will have an adverse impact on any historic, scenic, or cultural resources, including views and vistas, and loss or degradation of cultural and historic resources.

(6) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.

**Analysis:** The proposed development has been designed in accordance with T5 Transect of the Town Center District Code, which includes criteria for water, sewer, stormwater and surface water management, police, and fire. The proposed development seeks to further improve stormwater and surface water management by providing onsite nutrient removal, treatment and attenuation. In addition, bicycle racks and benches have been added to the site to promote pedestrian circulation. Also, see below for discussion regarding impact on public services.

(7) Whether the site and final engineering plan and subdivision of land, and related traffic report and plan provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.

**Analysis:** See below for discussion regarding impact on regarding traffic circulation.

(8) Whether the proposed site and final engineering plan and subdivision of land will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.

**Analysis:** The proposed development is not anticipated to have an adverse impact on housing and social conditions, as the proposed uses include a grocery store, retail uses, medical, fitness center, and fast food restaurants.

(9) Whether the proposed site and final engineering plan and subdivision of land avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other sire elements.

**Analysis:** It anticipated that the proposed development will not emit odors, noise, glares, or vibrations that will adversely impact adjacent properties. There is adequate shared parking, limited hours of operation, lighting, and refuse collection, within the proposed development that are in place which will assist in limiting any perceived adverse effects. In addition, Aldi's uses cardboard bales, plastics, and full pallets of exterior display items outside and typically in back of their store. Aldi will have no outside storage beyond the typical 6 or 8 yard trash dumpster. Aldi's does not use trash compactors and all deliveries come in palletized to the dock door, so

that the pallets are unloaded quickly and quietly as full pallets from the fully enclosed truck trailer to the fully enclosed dock receiving area.

(10) Whether the applicant has provided an acceptable security plan for the proposed establishment to be located on the site and final engineering plan and subdivision of land that addresses the safety and security needs of the establishment and its users and employees and minimizes impacts on the neighborhood, if applicable.

**Analysis:** The applicant has indicated that security systems will be installed for all on-site buildings with the development. The lighting provided illustrates that on-site area will be lit after dark.

(11) Whether the applicant has provided on the site and final engineering plan and subdivision of land an acceptable plan for the mass delivery of merchandise for new large footprint buildings (greater than twenty thousand (20,000) square feet) including the hours of operation for delivery trucks to come into and exit the property and surrounding neighborhood, if applicable.

Analysis: All proposed buildings are less than 20,000 SF.

(12) Whether the applicant has demonstrated that the site and final engineering plan and subdivision of land have been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

**Analysis:** The Final Engineering Plans, in conjunction with the Development Agreement, prevent adverse impacts to adjacent and surrounding uses and properties. The proposed development will provide adequate screening and buffering along residential areas in addition to upgraded access to the shared residential access for the site. Primarily, the Development Agreement and Plans include enhanced streetscape along S.R. 434 and Tuskawilla Road to ensure the passage of open space to the development.

(13) Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

**Analysis:** The applicant has agreed to execute a binding Development Agreement and it is attached hereto as an Exhibit.

## **Specimen Tree Removal/Approval:**

Pursuant to Chapter 5, Tree Protection and Preservation Sec. 5-8 - Specimen or historic trees, the Applicant has requested the removal of seven (7) of the eight (8) specimen trees as depicted on the Final Engineering Plans. Only six (6) of the seven (7) Specimen/Historic Trees are viable. The Applicant states that the site must be significantly raised in order to utilize the exfiltration treatment proposed in meeting the nutrient removal criteria. The footprint required for each of these systems and the amount of site will be raised will not allow preservation of these trees.

The City Arborist has determined that the Applicant has engaged in good faith to preserve the specimen trees. The City Arborist has determined that the relocation of the specimen trees is not an option, since it is not guaranteed that the specimen trees will survive relocation.

The City Arborist has worked with the Applicant and shall make a recommendation of approval that the Applicant mitigate the removal of the six (6) viable specimen trees on site. In addition, the applicant desires to remove 266 trees (not including specimen trees) and proposes to preserve 2 trees of which one is a specimen tree, requiring the replacement of 674 credits of trees.

The site includes the planting of six (6) 10" Quercus Virginia/Live Oaks planted as replacements along with 296 credits of new trees, and the remaining 376 credits will be paid into the Tree Mitigation Bank at a value of \$112,800.00. Tree replacement on-site meets Code and these trees will be planted throughout the site perimeter and internal landscaping.

#### Water and Sewer:

Water service is available from the City's 12-inch water main in the S.R. 434 right-of-way and from an 8-inch water main in the Nature's Way ROW. The water pipelines internal to the development will be owned and maintained by the City. The Developer will be dedicating the water pipelines to the City as part of the project close out process. The development is connecting to the City's sanitary sewer collection system in the Solaris Wharf Street ROW. The sanitary sewer collection system internal to the development will be owned and maintained by the Developer and/or Property Owners Association. The development will be provided reuse water for irrigation purposes from a connection to the City's reuse system within the S.R. 434 ROW. The City's water and wastewater systems and treatment plants have capacity to serve this commercial development.

#### Stormwater:

The site currently has two SJRWMD permits for stormwater discharges to the east and west. Those permits will be superseded by the development's proposed stormwater collection and pond system that will discharge into the stormwater collection system in Tuskawilla Road. The on-site stormwater collection and pond system will be owned and maintained by the Developer and/or Property Owners' Association. The stormwater management system is designed to meet the SJRWMD and City of Winter Springs criteria for nutrient removal, treatment, and attenuation. The Site stormwater pond discharges flow through the County and City stormwater system and ultimately into Lake Jesup.

## **Transportation:**

The Winter Springs Marketplace traffic analysis was performed to assess the impact of the proposed development within the City of Winter Springs. Access to the site will be provided via three (3) driveways; one (1) full access driveway to the west of the development on Roberts Family Lane, one (1) existing right-in/right-out (RIRO) driveway to the north of the development on S.R. 434, and one (1) existing right-in/right-out (RIRO) the east of the development on Tuskawilla Road. Site access was reviewed and approved by Seminole County Fire and the City Traffic Engineer.

Projected traffic conditions for the project buildout were analyzed using daily traffic volumes for the roadway segments and P.M. peak hour traffic volumes for the intersections. The projected traffic volumes used in the analysis consisted of background traffic volumes plus project trips.

The traffic conditions were evaluated for the year 2022 background conditions. Background traffic volumes were estimated with the use of an annual growth rate of 2.0% or a growth factor. A trends analysis of historical traffic counts on S.R. 434 revealed annual growth rates ranging from -0.84% to -0.55%.

The proposed development is anticipated to generate a total daily traffic volume of 2,736 net new daily trips, of which 36 (22 inbound and 14 outbound) will occur in the A.M. peak hour and 239 will occur in P.M. peak hour trips (115 inbound and 124 outbound) at build out.

The study roadway segments currently operate at adequate Levels of Service (LOS) and will continue to operate at acceptable Levels of Service when project trips are added. S.R. 434 and Roberts Lane is shown to operate at an acceptable LOS with a volume-to-capacity (v/c) ratio less than 1.0 in the background PM peak hour condition. The intersection of S.R. 434 & Tuskawilla Road is still anticipated to

operate deficiently during background PM peak hour, consistent with existing and background deficiencies. No new deficiencies were identified as a result as a result of project traffic impact.

The following existing deficiencies were identified in the existing PM hour condition at S.R. 434 and Tuskawilla Road:

- Westbound Left Movement Delay > 80.0 seconds (LOS "F")
- Northbound Approach –LOS "F"
- Northbound Through/Right Movement Delay > 80.0 seconds (LOS "F") and v/c > 1.0
- Southbound Approach –LOS "F"
- Southbound Left Movement Delay > 80.0 seconds (LOS "F")

An intersection operational analysis was performed for 2022 background conditions in the PM peak hours.

- S.R. 434 and Tuskawilla Road (signalized)
- S.R. 434 and Roberts Family Lane (two-way stop-controlled)
- Roberts Family Lane and Project Access (full access)
- S.R. 434 and Project Access (RIRO)
- Tuskawilla Road and Project Access (RIRO)

The above study area intersections are shown to operate at an acceptable LOS with a v/c less than 1.0 during buildout PM peak hour except for the background deficiencies and the westbound movement at the unsignalized intersection of S.R. 434 and Roberts Lane which experience is excessive. However, the anticipated 95<sup>th</sup>-percentile queue at buildout is less than ten vehicles (<250 ft.), significantly less than the existing turn lane storage capacity ( $\pm$  470 ft.). No new deficiencies were identified as a result of project traffic impact.

As shown discussed above the site will be accessible via three (3) access points. Per Seminole County's Transportation Standards a right-turn lane should be provided where development exceeds a daily trip rate of 4,000 average daily trips (ADT). None of the driveways are anticipated to exceed 4,000 average daily trips. Therefore, a right-turn lane is not warranted at either driveway along Roberts Family Lane or Tuskawilla Road.

The existing driveway on S.R. 434 will be improved from a flared (turnout) design to a redial return design with improved driveway width, improved corner clearance and an improved sidewalk.

All turn lanes provide sufficient storage length to accommodate the 95<sup>th</sup>-percentile queue at buildout with the exception of the northbound left-turn lane at S.R. and Tuskawilla which is built to its maximum extent.

## **Parking Analysis:**

Per Section 20-324 of the City's Land Development Code (LDC), there are no minimum parking requirements in the Town Center. The City required the applicant to provide a parking study and a parking study was prepared by the applicant based on the Institute of Transportation Engineers (ITE) Parking Generation Manual 5<sup>th</sup> Edition and other municipalities' industry standards. The study furthermore includes the demand for thirty-eight (38) bicycle parking spaces on the site.

Per Section 9-277 of the City's LDC which defines off-street parking requirements for specific land uses. The following minimum parking ratios for the proposed land uses within the Winter Springs Marketplace are defined in the Code:

- Medical or dental clinics: three (3) parking spaces for doctors, plus one (1) additional parking space for every two employees;
- Restaurants: one (1) parking space for each one hundred (100) SF of floor space for patron use in the building; and
- Retail Commercial: one (1) parking space for each three hundred (300) SF of floor space in the building exclusive of storage space.

A total parking supply of 226 spaces at a parking ratio of 3.89 spaces per a thousand SF would be needed to serve the proposed shopping center's demand with each land use alone.

Due to the characteristics of the proposed development using data from both ITE and the Urban Land Use Institute (ULI) Shared Parking 3<sup>rd</sup> Edition, developments of this scale recommends the 85<sup>th</sup> percentile parking demand as the appropriate demand to provide parking supply for a shopping center. As stated above, the total gross floor area for the Winter Springs Marketplace is 58,070 SF. ITE's Land Use Code (LUC) 820 – Shopping Center was used to determine peak period parking demand on a Saturday in December.

The relevant peak parking demand for the shopping center is calculated as follows:

• Recommended design parking demand = 5.90 spaces per a thousand square feet x 58,070 SF = 341 spaces.

As shown on the Overall Site Plan (Sheet C4.0), the site currently has a surplus of one-hundred and seventeen parking spaces (117). This will ensure that parking is

not a burden on future property owners and businesses. A total parking supply of 341 spaces at a parking ratio of 5.90 spaces per thousand SF would be needed to serve the proposed shopping center's demand. Winter Springs Marketplace will provide parking spaces at a ratio of 5.92 spaces per thousand square feet. The applicant has stated that the reasoning for the excess of parking is a necessity, since the proposed shopping center which includes a grocery store and a fitness center tend to require additional parking spaces.

#### **Aesthetic Review:**

Pursuant to Section 9-603, which sets forth guidelines and minimum standards for Aesthetic Review packages, staff has utilized the below criteria in Section 9-603 to determine the following. The attached Aesthetic Review package (Exhibit 2) includes all of the submittal requirements for aesthetic review as set forth in Section 9-600 through 9-607 and include the following: (a) a site plan; (b) elevations illustration all sides of structures facing public streets or spaces; (c) illustrations of all walls, fences, and other accessory structures and the indication of height and their associated materials; (d) elevation of proposed exterior permanent signs or other constructed elements other than habitable space, if any; (e) illustrations of materials, texture, and colors to be used on all buildings, accessory structures, exterior signs; and (f) other architectural and engineering data as may be required. The procedures for review and approval are set forth in Section 9-603. Aesthetic review for Buildings B (Chipotle) and C (TBD) will be reviewed at a later date, the Applicant will be working with the tenant(s) regarding building design elements.

#### **Aesthetic Review**

1. The plans and specifications of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.

**Analysis:** All buildings taken as a group demonstrate flat awnings like the plaza across the street. There are a large number of awnings projecting forward of the principle plane. All awnings in the development are finished metal. The material palette includes brick wainscots, wood-look exterior wall panels, and warm-neutral paint colors similar to the Starbucks and the Wendy's on the norths side of S.R. 434 in order to safeguard the surrounding area and cultural character of the community.

The Winter Springs Marketplace includes architecture that is complementary to the diverse styles of architecture of the Town Center. The neutral complementary color scheme with a variation of straight clean uniform lines is harmonizing to the surrounding area. The Winter Springs Marketplace has designed multiple buildings which complement each other and contain enhanced architectural and aesthetic elements. The site was developed to encourage use by pedestrians and the proposed buildings provide an interconnected system of walkable sidewalks.

2. The plans for the proposed project are in harmony with any future development which has been formally approved by the city within the surrounding area.

**Analysis:** Not applicable.

- 3. The plans for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
  - a. Front or side elevations;
  - b. Size and arrangement of elevation facing the street, including reverse arrangement; or
  - c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.

Analysis: The proposed structures are designed to contribute and enhance the architectural styles that are typical of the surrounding area. This project represents a progressive addition to the City of Winter Springs. Significant design features include architectural design elements such as; brick, plank boards, angled roofs, and buildings adorned with lighting fixtures. The proposed buildings are constructed with concrete and steel framed structures. The height of the buildings range from 21 ft. up to 34.5 ft. tall, approximately 220 feet across S.R. 434 from the subject site is the Winter Springs Town Center. The proposed style depicts a similar aesthetic feel and scale of similar buildings most recently approved within the Town Center (Starbucks and Wendy's).

4. The plans for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design

features deemed significant based upon commonly accepted architectural principles of the local community.

**Analysis:** The proposed project enhances the character and overall aesthetics of the surrounding area. The City of Winter Springs is comprised of diverse architectural styles and therefore, the all of proposed buildings taken as a group demonstrate deemed significant based upon commonly accepted architectural principles of the local community.

5. The proposed project has incorporated significant architectural enhancements such as concrete masonry units with stucco, wrought iron, columns and piers, porches, arches, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.

**Analysis:** The proposed units are designed to contribute to the quality architectural styles that are typical of the surrounding area. This project represents a progressive addition to the City of Winter Springs. Aldi, the development's largest tenant, includes a second story from the exterior with faux upper glazing. An expression line between first and second story is implied by the consistent height of awnings and glazing. Crunch Fitness, the development's second largest tenant, features a functioning second story with second story windows and also includes upper story louver panels that continue the rhythm established by the upper story windows across the front of the building.

Significant design features include architectural design elements include; brick wainscots, wood-look exterior wall panels, and warm-neutral paint colors similar to the Starbucks across the street.

## **Waiver Requirement**

Section 20-34. - Waivers.

- Any real property owner may file a waiver application requesting a waiver for their real property from any term and condition of this chapter (except from the list of permitted, conditional and prohibited uses set forth in any zoning district category).
- The Planning and Zoning Board shall be required to review all waiver applications and make a written recommendation to the City Commission. Such recommendation shall include the reasons for the Board's recommendation and show the board has considered the applicable waiver criteria set forth in this section.
- Upon receipt of the Planning and Zoning Board's recommendation, the City Commission shall make a final decision on the application. If the City Commission determines that the Planning and Zoning Board has not made a recommendation on an application within a reasonable period of time, the City Commission may, at its discretion, consider an application without the Planning and Zoning Board's recommendation.
- All waiver recommendations and final decisions shall comply with the following criteria:

Wa	iver criteria set forth in Subsection 20-34(d) are as follows:
1.	The applicant clearly demonstrates that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development.
2.	The proposed development plan is in substantial compliance with this chapter and in compliance with the comprehensive plan.
3.	The proposed development plan will significantly enhance the real property.
4.	The proposed development plan serves the public health, safety, and welfare.
5.	The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood.
6.	The waiver granted is the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under this chapter.
7.	The proposed development plan is compatible and harmonious with the surrounding neighborhood.
8.	Whether the applicant has agreed to execute a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the city commission including, but not limited to, any mitigative techniques and plans required by City Code.

The applicant requests that the Planning and Zoning Board/Local Planning Agency to consider the 12 waiver requests listed below:

## **Waivers Request/Justification**

1. The applicant requests a waiver from Winter Springs City Code Sec. 16-51 to allow the copy area of wall signs to be measured as one (1) rectangle per row of text or symbols up to a maximum of three (3) rectangles, in lieu of the whole wall sign being measured as one (1) single rectangle is requested.

### Justification:

When wall signs have significant blank space between lines of text, this blank space does not contribute to visual clutter and therefore should not count against copy area. The requirement for using a single shape creates a bias in favor of signage design that is boxy and densely fills the allotted shape. Signage designs that make significant use of blank space are effectively forced to reduce their copy area because blank space that is not part of the copy is nonetheless counted against the copy area limit.

Providing some flexibility in the copy area calculation method will curb the effect of this bias, allowing a more accurate representation of the actual copy area being used by a given design. The limit of three rectangles will prevent this additional flexibility from being abused.

#### City Code:

Sec. 16-51 – Definitions | Copy Area or Sign Staff supports the requested waiver and supplied justification. The proposed request will assist in visibility for the proposed businesses along the right-of-way without increasing the copy area.

2. The applicant requests a waiver from Winter Springs City Code Sec. 16-80 to allow a maximum a maximum copy area of seventy-two (72) square feet per sign face for the two (2) multi-tenant "shopping center" ground signs indicated on the signage site plan in lieu of thirty-two (32) square feet.

## Justification:

A waiver allowing a maximum copy area of seventy-two (72) square feet per sign face for the two (2) multi-tenant "shopping center" ground signs identified on the signage site plan, in lieu of thirty-two (32) square feet is requested. The two (2) multi-tenant signs that will make use of this waiver are serving the anchor tenants at the rear of the development, meaning that their building-mounted signage has correspondingly lower visibility (and hence less visual clutter) when viewed from the street. The requested increase in copy area provides these tenants with necessary street visibility

while maintaining a pleasant streetscape as shown in the street-view renderings included with this package.

This property is at the intersection of two major roads: SR 434 and Tuskawilla, which are respectively six (6) lanes wide and five (5) lanes wide along the frontage of this property, and both have planted medians. Visibility from these wide, fast, car-oriented roads will be necessary to sustain the businesses in this development.

## City Code:

Sec. 16-80 – Limitations on Certain on-premises signs including attached to buildings.

Staff supports the requested waiver and supplied justification. An analysis of permitted signage within the Town Center has determined that many of the wall signs exceed Code requirements. The request is consistent with current signage trends and will assist in visibility for the proposed businesses.

The applicant requests a waiver from Winter Springs City Code Sec. 20-325 to allow a minimum 15% frontage buildout at the front setback as required under the T5 transect in lieu of the 20% minimum specified.

## Justification:

The waiver allowing a minimum 15% frontage buildout in lieu of the 20% requirement is required in order to maintain proper site circulation. Given the drive-thru associated with the Quick Service Restaurant (QSR) use for Buildings B and C additional vehicular access is needed around these to provide adequate circulation and limit stacking at ingress and egress points. In addition, each parcel is required by City criteria to stand on its own per development. Parking areas line the vehicular access routes as another feature allowing each lot to stand on its own.

#### City Code:

Sec. 20-325 Transect Standards | Table T5 (Urban Center Zone)
Staff supports the requested waiver and supplied justification. As similar requests have been approved in the Town Center.

4. A waiver is requested from Winter Springs City Code Sec. 20-325 to allow a maximum 67.75-ft front setback in lieu of the 50-ft max setback (from front property line).

#### Justification:

The waiver allowing a maximum 67.75-ft front building setback in lieu of the 50-ft setback is requested in order to better accommodate the streetscape requirements detailed within Section 20-605 of the City's Code.

The applicant has provided an enhanced onsite landscape buffer along SR 434 to meet the canopy tree streetscape requirements. The canopy trees that would otherwise be adjacent to the SR 434 roadway have been located on site in order to avoid overhead and underground utilities. The right-turn lane in front of the site limit the amount of room available for the canopy trees immediately adjacent to SR 434.

The applicant has made additional efforts to bring the buildings as close to the 50-ft maximum as possible. The drive aisle along the front of Buildings A & B has a 22-ft width and the associated front parking spaces have 18-ft lengths. These changes in addition to the 12-ft right-turn lane streetscape encroachment along the 434 frontage bring the total requested variance from code to nearly 10%.

### City Code:

Sec. 20-325 Transect Standards | Table T5 (Urban Center Zone)
Staff supports the requested waiver and supplied justification. As similar requests have been approved in the Town Center (Wendy's and Starbucks).

5. The applicant requests a waiver from Winter Springs City Code Sec. 20-324 (6) to allow the drive-through service windows for Buildings B and C at the side of the buildings in lieu of in the rear or alley of the buildings.

#### Justification:

The waiver allowing drive-thru service windows on the side of Buildings B and C in lieu of the rear or alley of the building is required due to the area limitations in the vicinity of these buildings. Rotating these buildings to locate the drive-throughs at the rear would impact the amount of parking the parcel would be able to provide. If the buildings are rotated with rear drive-throughs, the buildable area in the Future Development parcel area would be negatively impacted in order to achieve sufficient parking for Buildings B and C.

#### City Code:

Section 20-324 (6) – General Provisions – Drive-throughs.

Staff supports the requested waiver and supplied justification. As similar requests have been approved in the Town Center (Wendy's and Starbucks).

6. The applicant requests a waiver from the table at the end of Winter Springs City Code Sec. 20-327 (1) to allow wall signs to have a maximum copy height of twelve (12) feet in lieu of three (3) feet.

#### Justification:

A waiver requesting to allow wall signs to have a maximum copy height of twelve (12) feet in lieu of three (3) feet is requested. The total allowable copy area for wall signs will remain the same 1.5-sf per linear foot of building frontage as set forth in Winter Springs City Code Sec. 16-80 and 20-327.1. The increase in copy height is requested based on this property's situation at the intersection of two wide, fast, car-oriented roads, and the car-oriented development pattern that such roads necessitate. This means the buildings will be placed at a greater distance from the road than the original sign height limits account for and will therefore need to be taller to remain legible at a distance. But to reiterate, while the height of the signs is increasing, the total allowable copy area is not.

## City Code:

Section 20-327 (1)- Signs

Staff supports the requested waiver and supplied justification. An analysis of permitted signage throughout the Town Center has determined that many wall signs exceed Code requirements. The waiver request is in line with current signage trends and will assist in visibility for the proposed businesses. The waiver is consistent with what has been previously approved within the City.

7. The applicant requests a waiver from the table at the end of Winter Springs City Code Sec. 20-327.1 to allow wall signs to have a maximum letter height of forty two (42) inches in lieu of eighteen (18) inches.

#### Justification:

A waiver requesting to allow wall signs to have a maximum letter height of forty two (42) inches in lieu of eighteen (18) inches is requested. The total allowable copy area for wall signs will remain the same 1.5-sf per linear foot of building frontage as set forth in Winter Springs City Code Sec. 16-80 and 20-327 (1) The increase in letter height is requested based on this property's situation at the intersection of two wide, fast, car-oriented roads, and the car-oriented development pattern that such roads necessitate. This means the

buildings will be placed at a greater distance from the road than the original letter height limits account for and will therefore need to be taller to remain legible at a distance. But to reiterate, while the height of the letters is increasing, the total allowable copy area is not.

#### City Code:

Section 20-327.1 - Signs

Staff supports the requested waiver and supplied justification. Staff supports the requested waiver and supplied justification. An analysis of permitted signage throughout the Town Center has determined that many wall signs exceed Code requirements. The request is in line with current signage trends and will assist in visibility for proposed businesses. The waiver is consistent with what has been approved within the City.

8. The applicant requests a waiver from Winter Springs City Code Sec. 20-327.1.(a) to allow four (4) monument signs along S.R. 434 and Tuskawilla Road within the Town Center.

## Justification:

The waiver allowing monument-style ground signs along SR-434 within the Town Center is required as a result of location. This property is at the intersection of two major roads: SR 434 and Tuskawilla, which are respectively six (6) lanes wide and five (5) lanes wide along the frontage of this property, and both have planted medians. Visibility from these wide, fast, car-oriented roads will be necessary to sustain the businesses in this development.

Monument-style ground signs are the norm for this type of development, including at comparable properties just down the street, within the SR 434 overlay district. In the case of the gas station across the street in Tuskawilla, there is a precedent that is actually within the Town Center district. Given this, and the fact that the property in question is near the edge of the Town Center district, we believe that allowing these monument-style signs is both fair and will not harm the city's intent within the Town Center.

The proposed monument signs include:

- 1) One (1) 8 ft. tall dual-tenant ground sign on S.R. 434 frontage (S-3). (Heartland Dental / Chipotle)
- 2) One (1) 12 ft. tall multi-tenant ground sign on S.R. 434 frontage (S-1). (Aldi/Dollar Tree/Crunch Fitness)
- One (1) 12 ft. tall multi-tenant ground sign on Tuskawilla Road, serving the rear tenants (S-1).
   (Aldi/Dollar Tree/Crunch Fitness)

4) One (1) 8 ft. tall single-tenant ground sign on S.R. 434 frontage (S-2). (TBD)

See Master Sign Plan (MSP) for proposed monument sign locations (S-1, S-2, and S-3).

#### City Code:

Section 20-327.1.(a) – General Requirements | Free standing monument signs are permitted by waiver along State Road 434 frontage.

Staff supports a partial waiver for this request. Staff does not support #4 listed above, an 8 ft. tall single-tenant monument sign on S.R. 434 frontage (S-2).

Staff will only support three (3) monument signs. Staff does not support a waiver for four (4) monument signs (see analysis below).

9. The applicant requests a waiver from Winter Springs City Code Sec. 20-327.1(a) to allow monument-style ground signs and permanent menu boards to be internally illuminated in lieu of only individual letters and symbols being internally illuminated.

## Justification:

A waiver allowing monument-style ground signs and permanent menu boards to be internally illuminated in lieu of only individual letters and symbols being internally illuminated is requested. The prohibition on internally lit backgrounds for wall signs will remain intact. This waiver only allows backgrounds to be internally illuminated on monument signs. Internally illuminated backgrounds are the norm for commercial monument signs, and are already common along both SR434 and Tuskawilla, including on comparable properties just down the street within the SR 434 overlay district. In the case of the gas station across the street in Tuskawilla, there is a precedent that is actually within the Town Center district.

The use of internally illuminated backgrounds is appropriate to the scale and speed of these adjacent major roads, which is also the circumstance that justifies the presence of monument signs. If the city chooses to acknowledge such circumstances are present by granting the Section 20-327.1(a) waiver request to permit monument signs on this property, it is reasonable that the city would also permit the use of design and construction techniques common to monument signs.

## City Code:

Section 20-327.1.(a) – General Requirements

Staff supports the requested waiver and supplied justification. As similar requests have been approved in the Town Center (Wendy's and Starbucks).

10. The applicant requests a waiver from Winter Springs City Code Sec. 20-327.1(b) to allow the use of plastic finishes on internally illuminated monument-style ground signs and permanent menu boards in lieu of being limited to wood, metal, canvas, neon, and paint.

## Justification:

A waiver allowing the use of plastic finishes on internally illuminated monument-style ground signs and permanent menu boards in lieu of being limited to wood, metal, canvas, neon, and paint is requested. The Town Center code allows for individually cut letters to be internally illuminated, so in practice some allowance for the use of plastics is already made. Translucent plastic is a necessary component of internally illuminated signs; therefore, this waiver would be necessary for the practical exercise of the waivers allowing internal illumination of monument signs and permanent menu boards.

## City Code:

Section 20-327.1.(b) – Finish Materials

Staff supports the requested waiver and supplied justification. As similar requests have been approved in the Town Center (Wendy's and Starbucks).

11. The applicant requests a waiver from Winter Springs City Code Sec. 20-327.1(d)(9)a to allow menu boards to be permanent when installed on private property in lieu of temporary.

### Justification:

A waiver allowing menu boards to be permanent when installed on private property in lieu of temporary is requested. The existing design standards for menu boards do not account for drive-thru restaurants. If the proposed drive-thru use is approved for this property, then a permanent menu board serving the drive thru will be required. This waiver only applies to menu boards installed on private property. No permanent signs will be installed on sidewalks or public property. The proposed menu board is facing away from the public right-of-way and will be sized consistent with industry-standard drive-thru menu boards, such as that already in use by Starbucks and McDonalds across the street from this development. The proposed menu board will be constructed to the same weather-resistance and wind-loading

standards as any other permanent exterior sign per applicable building codes.

## City Code:

Section 20-327.1.(d)(9) – Sign Standards: Specific to Sidewalk Signs (Menu Board Signs)

Staff supports the requested waiver and supplied justification. As similar requests have been approved in the Town Center (Wendy's and Starbucks).

12. The applicant requests a Waiver from Winter Springs City Code Sec. 20-601 (Ordinance 2020-02) to allow a 13-ft onsite landscape buffer with canopy trees, a meandering 6-ft offsite sidewalk, and interspersed understory trees between back of sidewalk and front of sidewalk within the R/W. The requested streetscape buffer modification will provide the 27-ft buffer as required by code. This request will be in lieu of the required 5-ft landscape area adjacent to the R.O.W., followed by a 6-ft sidewalk, and a 16-ft landscape and treescape area.

#### Justification:

The waiver allowing modification to the S.R. 434 & Tuskawilla streetscape configuration and plant species is required due to conflicts with existing utilities, sidewalks, and a right turn lane within the R.O.W. Existing underground and overhead utilities within the R.O.W. currently limit the planting of trees in the configuration required by code. City Code requires a 27-ft streetscape buffer from R.O.W.'s edge of pavement. Under normal circumstances there is adequate space from the edge of the roadway to proposed development to provide for the streetscape buffer as shown in Ordinance 2020-02. The Winter Springs Marketplace property has an existing right-turn lane along the majority of the SR-434 boundary which removes 12-ft of space the site is able to utilize for the streetscape buffer. Approximately 17-ft is provided between the property line and the edge of pavement within the right turn lane. There is existing water main, overhead electric, gas, and underground electric within this distance. An existing 5-ft sidewalk runs along the SR- 434 and Tuskawilla Road site boundaries.

In an effort to work with City Staff, the Applicant has agreed to place canopy trees within the limits of the onsite landscape buffer. Understory trees will be interspersed among the proposed onsite canopy trees. The existing sidewalk within the R/W will be upgraded to a 6-ft sidewalk in areas adjacent to proposed development. In the R/W, understory trees will be placed between back of curb and front of sidewalk.

The proposed configuration will provide the 6-ft sidewalk required by code and allow for canopy trees within the streetscape buffer. Placing the canopy trees onsite rather than in the R/W will help prevent conflicts with the overhead utilities once the trees reach maturity. The addition of the understory trees within the R/W will help enhance the streetscape buffer for pedestrians and vehicular traffic. Existing utilities within the R/W will be adjusted to follow the routing of the new 6-ft sidewalk. Although this layout will be different than the streetscape layout it will still meet the intent of the streetscape requirements.

#### City Code:

Sec. 20-601. – Streetscape Requirements.

Staff supports the requested waiver and supplied justification. The requested streetscape waiver will provide a 34-ft. buffer in lieu of a 27-ft buffer as required by Code. As similar requests have been approved in the Town Center (Chau Medical Office).

## Waiver Analysis:

In evaluation of the twelve (12) proposed waiver requests, the applicant has satisfied the eight (8) specific criteria and supports the twelve (12) waiver requests as listed above, although Staff partially supports Waiver #8(4) (as listed above).

## Waiver #8(4):

Staff supports a partial waiver for this request. Staff does not support 8(4) as listed above, an 8 ft. tall single-tenant monument sign on S.R. 434 frontage (S-2). Staff will support three (3) monument signs, but not four (4) monument signs. As discussed above the site will consist of five commercial buildings, the Applicant does not have a tenant in place for Building C. Once the Applicant is ready to move forward with the Aesthetic Review for Building C and the Future Development portion, then the Applicant may move forward to request a waiver for a fourth monument sign.

With the exception of the waivers detailed above, the proposed project meets the remaining requirements set forth in Section 20 of the City of Winter Springs Code. The site design underwent a full review in which the site design was further fine-tuned to incorporate all the changes requested by Staff to meet City Code. The majority of the property is currently undeveloped and vegetated with upland wooded areas. The eastern corner of the site is a former Pinch-A-Penny. Proposed development will enhance the property by providing a developed and landscaped cohesive look that complements the surrounding retail and residential areas. The proposed development hopes to serve Winter Springs public health and welfare by bringing a fitness club tenant and a dentist tenant under contract. Development

of the property will serve Winter Springs by replacing the abandoned Pinch-A-Penny and an undeveloped lot with clean, well lit, and secure facilities available for public access. The onsite drainage system also benefits public health and welfare with the increased water quality and nutrient removal benefits it provides to waters leaving the site. The increased commercial tax base provided as a result of this project will reduce the burden on City of Winter Springs residents. The above waiver requests will not diminish the property values and seeks to maintain the essential character of the surrounding neighborhood. The proposed development plan is compatible and harmonious with the surrounding neighborhood. The development will complement the surrounding similar QSR, grocery, fitness club, and medical uses. Roberts Family Lane and Natures Way neighbors were involved early-on to address concerns with the proposed development. The site buffers along the residential areas incorporate input from meetings with the neighbors in further efforts to provide a site that is harmonious with the surrounding neighborhood.

### **Reports:**

The Final Engineering submittal is required to include the following reports or updates of previously prepared reports for the same property.

Reports	
November 15, 2018	Geo Technical Report   ECS Florida
August 2020	Transportation Impact Analysis   Kimley Horn
November 11, 2020	Parking Demand Study   Kimley Horn
July 28, 2020	Potable Water System Report   Kimley Horn
Revised	Potable Water System Report   Kimley Horn
September 24, 2020	
July 14, 2020	Drainage Calculation for SJRWMD   Kimley Horn
August 4, 2020	Environmental Report   Kimley Horn
December 2, 2020	Fiscal Impact Statement   Equinox
December 21, 2020	Waiver Request   Kimley Horn
Revised	Geo Technical Report   ECS Florida
December 15, 2020	

Revised December 15, 2020	Parking Demand Study   Kimley Horn
Revised December 2020	Traffic Impact Analysis   Kimley Horn
Procedural History:	
May 28, 2020	Community Workshop Meeting
June 6, 2020	Non-Binding Preliminary Review
August 11, 2020	Application Submittal Date
February 4, 2021	Planning & Zoning Board/Local Planning Agency   Approval   Recommendation
February 8, 2021	City Commission

## **Applicable Law, Public Policy, and Events:**

Florida Statutes 163.2511-163.3246: Growth Policy; County and Municipal Planning; Land Development Regulation (Provides that land development regulations for municipal planning be consistent with the Comprehensive Plan). Home Rule Powers

Code of Ordinances City of Winter Springs.

Section 20-1. Definitions.

Section 20-34 Waivers

Chapter 5 - Tree Protection and Preservation

Ch20, Sec. 20-601. – Streetscape Requirements.

Division 5. Sounds Levels by Receiving Land Use

Division 12. - Town Center District Code

Sec. 20-325. - Transect standards.

S.R. 434 Corridor Vision Plan

S.R. 434 Corridor Overlay District

City of Winter Springs Comprehensive Plan.

Future Land Use Element, Policy 1.1.6

### **Fiscal Impact:**

The Development will be a ground up project which will be constructed on the approximately 10-acre parcel located at the southwest quadrant of State Road 434 & Tuscawilla Road over an approximately two-year period.

At final build-out, the total Development will consist of approximately 57,070 SF of retail uses cohesively designed so as to create a single location whereby residents can make one stop but cover many uses typically found within a shopping center. Revenue to the City of Winter Springs based on the Development will consist of the Ad Valorem Tax and State Shared Revenues (Revenue Sharing and Half-Cent Sales Tax).

#### **Ad Valorem Tax:**

The assessed value of the proposed development is anticipated to be approximately \$20,000,000 based on an estimate of today's capitalized value.

The following provides the 2019 Millage Rate breakdown for properties located within the City of Winter Springs:

Ad Valorem Tax		
County	11.2495	
City	2.4300	
Fire	2.7649	
Road	N/A	
Total	16.4444	

Based on the above 2019 Millage rate, the following are estimated tax revenues to the City of Winter Springs from the proposed Development:

Estimated Assessed Value	Millage Rate	Estimated City Revenue
\$20,000,000	2.4300	\$324,254.00

#### State Shared Revenues (Revenue Sharing And Half-Cent Sales Tax):

The City's State shared revenue is estimated based on retail sales generated by the future development of the shopping center. It is estimated that the proposed uses will generate a yearly sales volume of approximately \$11,572,000.00 based on estimated sales of \$200.00 per square foot of total buildings.

#### **Total Revenue:**

Based on the above Ad Valorem Tax and State Shared Revenues, the total revenue to the City of Winter Springs will be approximately \$48,200.00 per year for the overall Development.

## **Final Development Plan Approval:**

The City Commission may approve Final Engineering Plans separately and prior to approval of the final plat as provided in Section 9-74 of the City Code.

## **Development Agreement:**

The Applicant has agreed to specific Conditions of Approval for the Plan and a waiver as negotiated in the Developer's Agreement.

Pursuant to Section 20-29 of the City Code, all development projects requiring a community workshop pursuant to Section 20-29.1 shall be required to be memorialized in a binding Development Agreement executed by the City and the property owner. Community workshops are required for all new commercial development, under Section 20-29.1. A Community Workshop was held on August 13, 2019. The draft Development Agreement is enclosed as an Exhibit hereto.

The Development Agreement has been drafted to address several important issues regarding the proposed Final Engineering Plans and the eventual aggregating of this project.

#### RECOMMENDATION

Staff recommends that the City Commission approve the Aesthetic Plan Review (Partial), certain Waivers, Final Engineering Plans, Removal of Specimen Trees, and Development Agreement in order to construct a grocery store, retail uses, medical, fitness center, and fast food restaurants. Staff does not recommend approval of the Waiver request #8 (4), the fourth monument sign. The recommendation of conditional approval should include the following conditions:

- 1. Project approval is conditioned upon the execution of the Development Agreement and the terms and conditions contained therein, which include:
  - A. To the extent that the driveway access to SR 434 and the underground chambers for stormwater collection and treatment to service the driveway as shown on the "Overall Site Plan", Sheet C4.0 and the Overall Drainage Plan, Sheet C6.0 of the Final Engineering Plans, are located on the Trust Property, the Developer shall be required to secure easements from the Trust to allow for the construction, installation and maintenance of such

facilities prior to issuance of any site clearing or building permits for the Property, if the same have not already been obtained. Except for grading and seeding/grass installation plans and except to the extent adequate easements for the driveway access to SR 434 and the underground chambers for stormwater collection and treatment are secured (if not already obtained), approval of the Final Engineering/Site Plan and Waivers as applicable to the Trust Property shall be contingent upon the Developer acquiring the Trust Property within one year of the Effective Date of this Agreement.

- B. In the event the Developer acquires the Trust Property within one year of the Effective Date of this Agreement, Developer shall extend and install the planned streetscape along the SR 434 and Tuskawilla Road frontage of the Trust Property to match the streetscape planned for the Property. The Trust Property streetscape shall be installed either in conjunction with the Property streetscape or within twelve (12) months following acquisition of the Trust Property (subject to Section 25.0), whichever is later. However, in the event that Developer does not acquire the Trust Property and fails to complete the closing, Developer shall install as much of a matching streetscape as possible within the existing rights-of-way on SR 434 and Tuskawilla Road adjacent to the Trust Property concurrent with the installation of the streetscape on the Property.
- C. In the event the Developer acquires the Trust Property, the Developer shall as soon as possible thereafter demolish the existing pole sign and existing building at the corner of SR 434 and Tuskawilla Road. In any case, the Developer shall use its best faith efforts to secure the authorization from the Trust to remove the existing pole sign and existing building as soon as possible.
- D. A Reciprocal Easement Agreement dated November 10, 2020 has been recorded in Official Records book 9757, Page 1335, Public Records of Seminole County, Florida (the "REA") affecting the Property. Developer is relying upon the REA for master planning common infrastructure between the Property and Trust Property and permitting the Project with the City. Therefore, should the REA terminate and a substantially similar agreement or declaration not be of record providing for the master planning common infrastructure between the Property and the Trust Property, Developer shall be required obtain an amendment to the Final Engineering/Site Plan in order to demonstrate to the City that the Project can standalone on the Property relative to adequate access, parking, utilities, drainage and any

other previously shared infrastructure under the REA. Further, should the Property be further divided in any manner not authorized by Section 28.0 of this Agreement, the City shall require, prior to the approval of the division of land, that the Developer demonstrate adequate access, parking, utilities and drainage including any other easements necessary for common infrastructure on the Property which is not already demonstrated by the REA or substantially similar agreement or declaration of record.

- E. The onsite wastewater collection system required to be constructed for the Project, up to the connection at the City's manhole in Solaris Wharf Street, is to be owned and maintained by the Developer and/or future owners of the Property.
- The onsite potable water system required to be constructed for the Project, up to and including the meters at each building, is to be dedicated to the City for ownership and maintenance. Al0-foot wide utility non-exclusive easement, centered over the water lines as shown in the Final Engineering Plans, shall be dedicated to the City and an appropriate bill of sale for the potable water system as described herein shall be delivered to the City prior to the issuance of any certificate of occupancy in a form acceptable to the City Attorney, free and clear of all liens. Upon completion and acceptance of the potable water system improvements by the City, the potable water system improvements shall be owned by the City and maintained, repaired and replaced by the City. In addition, the onsite irrigation system shall be connected to the City's reuse system. The onsite irrigation system shall be owned and maintained by the Developer and/or future owners of the Property; provided, however, should any irrigation system and applicable meter be located on any single lot within the Project, then such system may be owned and maintained by the owner or occupant of such lot. The City's meter for the reuse connection shall be located at the right-of-way line in an easement dedicated to the City in a form acceptable to the City Attorney prior to the issuance of any certificate of occupancy.
- G. Developer shall be required to plant at least 296 credits of new replacement trees, which shall include at least six (6) 10" d.b.h Quercus Virginia/Live Oaks to mitigate the removal of six (6) viable specimen trees on the Property. All required tree replacements shall be planted prior to the issuance of any final certificate of occupancy for any building on the Property. Tree replacements and landscaping shall be subject to the obligation of ongoing maintenance and replacement for the first two years following planting, at

the Developer's expense, if the City determines, after reasonable inspection, that any tree or landscaping has become severely diseased or damaged to the point that the viability of the tree or landscaping has been significantly compromised. In the event that Developer fails to perform the necessary maintenance, repairs or replacements of any of the trees or landscaping, the City shall have the right, but not obligation, to conduct said maintenance, repairs or replacements and recover the actual cost thereof from the Developer. Prior to exercising that right, the City shall provide the Developer written notice and an explanation of the specific default and at least thirty (30) days in which to cure the default. If Developer fails to cure the default by the end of the cure period, the City may exercise its rights to maintain and replace at any time thereafter.

The Developer shall additionally submit: (1) a \$112,800.00 tree bank mitigation payment for trees that are not possible to replace on the Property; and (2) a Landscape Performance and Maintenance Bond in a form acceptable to the City Attorney ensuring planting and installation of all required trees and landscaping should the Project be abandoned after the Property has been cleared and proper maintenance of the trees for two (2) years after planting. The tree bank mitigation payment and Landscape Performance and Maintenance Bond shall be submitted prior to obtaining the first clearing and grading or building permit, whichever is earlier.

- H. No building in the Project shall exceed a height of three stories.
- I. The City Commission herein imposes certain use restrictions greater than those otherwise specified in the Town Center zoning district to ensure any negative impacts of the commercial development are minimized and to ensure the future development is compatible with the surrounding uses. The following uses shall be permitted on the Property:
  - 1. Alcoholic beverage sales (package)
  - 2. Alcoholic beverage on-premises consumption
  - 3. Art supplies and picture framing shops
  - 4. Artists' (such as painters, sculptures, and craft makers) studios
  - 5. Alterations, Tailoring and Shoe Repair
  - 6. Confectionary and ice cream stores (including outside dining)
  - 7. Dance and music studios
  - 8. Interior decorating and draperies
  - 9. Pet shops and grooming
  - 10. Photographic studios
  - 11. Physical fitness and health clubs

- 12. Professional and Business Offices including:
  - a. Advertising Agencies
  - b. Bookkeeper
  - c. Dental
  - d. Insurance
  - e. Medical (clinics and laboratories)
  - f. Title Companies
  - g. Travel Agency
- 13. Restaurants, sidewalk cafes
- 14. Retail uses as follows:
  - a. Appliances, sales and service
  - b. Antique and gift shop
  - c. Bakery, including wholesale
  - d. Bridal shop
  - e. Bicycle, sales/service
  - f. Bookstores, stationery, newsstands
  - g. Butcher shop
  - h. Carpets, rugs and linoleum
  - i. Computers, hardware/software/sales/service
  - j. Drug and sundry stores (including General stores, such as Dollar Tree, Family Dollar or Dollar General)
  - k. Dry cleaner/Tailoring shops
  - I. Florist/Gift Shop
  - m. Financial institutions, banks, savings/loan (Requires Conditional Use)
  - n. Furniture
  - o. Grocers, including wholesale
  - p. Hardware store
  - q. Health food/Snack shop
  - r. Hobby/ craft shop
  - s. Jewelry
  - t. Office and stationary supplies
  - u. Paint store
  - v. Quick printers
  - w. Rental stores, excluding auto/truck rentals
  - x. Sporting goods
  - y. Toy stores
  - z. Wearing apparel stores
- 15. Salon including nail, hair, and tanning

There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).

- J. All grass areas on the Property and Trust Property shall use Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted. In accordance with the REA, the Developer shall elect to clear, grub, and seed/grass the Trust Property and diligently pursue the consent and approval of the Trust to perform such work in conjunction with the clearing, grading and landscaping of the Property.
- K. Dumpster service and trash pickup for the Project is prohibited earlier than 7 a.m. and later than 7 p.m.
- L. Commercial delivery trucks to the grocery, retail stores, and restaurants shall not be permitted to access the Property via Roberts Family Lane.
- M. Project construction shall be limited to Monday-Saturday 7:00 a.m. to 8:00 p.m. Construction shall be prohibited Sundays and on federal holidays.
- N. All parking area lighting shall be designed so as not to produce glare on adjacent residential properties. Security lighting shall be provided in areas accessible to the public during nighttime hours, and such lighting shall be on a time-clock or photo-sensor system.
- O. Prior to commencement of construction, the Developer shall submit for the City's approval a plan detailing construction access and employee and contractor parking during construction. Employees and contractors and their equipment, materials and supplies shall not be parked or placed on Roberts Family Lane.

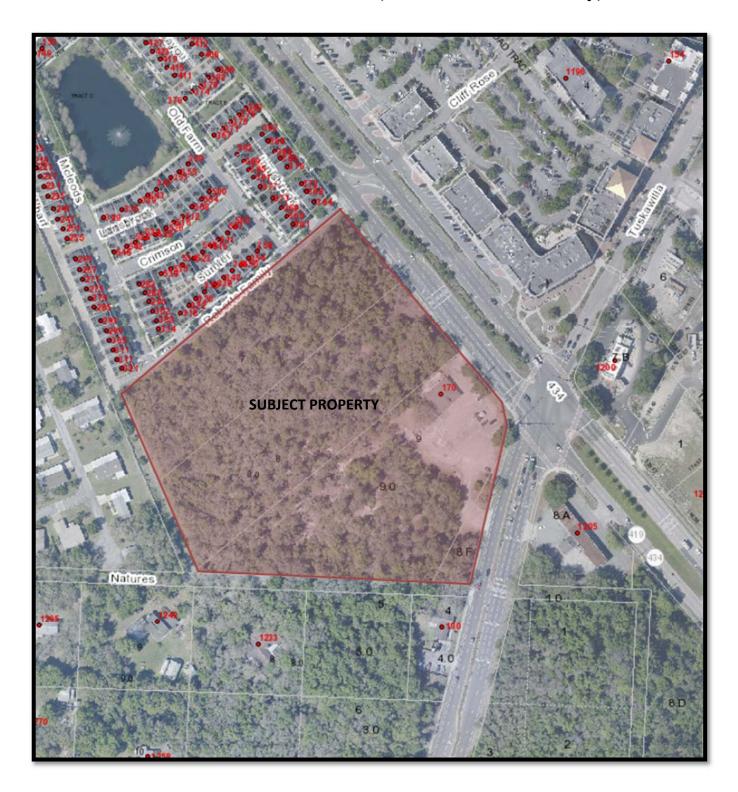
The proposed development plan is in substantial compliance with the Comprehensive Plan.

# **Attachments:**

- Exhibit 1 Vicinity Map
- Exhibit 2 Aesthetic Review
- Exhibit 3 Waiver Request
- Exhibit 4 Final Engineering Plans / Site Plan Approval
- Exhibit 5 Master Sign Plan
- Exhibit 6 Specimen Tree Removal Letter
- Exhibit 7 Development Agreement

# Vicinity Map

Parcel ID's# 36-20-30-502-0000-0070 (Vacant), 36-20-30-502-0000-0080 (Vacant), 36-20-30-502-0000-0090 (Vacant), 26-20-30-5AR-0A00-008F (Former Pinch-A-Penny)



# Incorporated 1050

# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Aesthetic Review

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per <u>Chapter 9—Aesthetic Review Sec.9-605</u>. The sufficiency review shall be completed within thirty (30) calendar days per <u>FL Statue 166.033</u>. Once the application is deemed sufficient, the applicant shall move forward with the Community Workshop, required per <u>Chapter 20—Zoning Sec.20-29.1</u>.

Applicants are responsible for posting notice (provided by the city) on the site at least seven (20) days prior to the City Commission (CC) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Conditional Use is quasi-judicial in nature. Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with <u>Chapter 2 – Administration Sec. 2-30</u> of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Aesthetic Review recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Aesthetic Review and may impose reasonable conditions on any approved Aesthetic Review to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 9, Aesthetic Review Standards. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

An Aesthetic Review Approval by the City Commission under this article shall be valid for a maximum of eighteen (18) months from the date the city commission renders its approval at a public meeting. If the applicant fails to obtain a building permit within the eighteen (18) month period, the city commission's approval shall expire at the end of the period. However, once a building permit is issued, the approval shall be valid for a time period equal to the permit and shall expire only if the building permit expires. Reasonable extensions may be granted by the city commission upon good cause shown by the applicant, provided substantial changes have not occurred in the surrounding area that would make the prior approval inconsistent with the criteria set forth in Chapter 9-Aesthetic Review Sec.9-9603

2019/I0 Page 1 of 5



1126 East State Road 434 Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Aesthetic Review

REQUIRED INFORM	MATION:		
Applicant(s):	Maria Lopez Date: 9/30/2020		
Mailing address: 424 E. Central Blvd #542 Orlando, FL 32801			
Email: mlopez@eleven18architecture.com			
Phone Number: 4077455300 Ext 106			
Property Owner(s):	Anna Ondick as Trustee of the Robbie R. Ondick Irrevocable Trust dated October 7, 1991		
Mailing Address:	989 Greentree Drive, Winter Park, FL 32789		
Email:	anna_ondick@earthlink.net		
Phone Number:			
Project Name:	Winter Springs Marketplace Retail		
Property Address:	Section 21, Township 21S, Range 31E		
Parcel ID(s):	36-20-30-502-0000-0070, 36-20-30-502-0000-0080, 36-20-30-502-0000-0090, 26-20-30-5AR-0A00-008F		
Parcel Size:	10.23 Acres		
Existing Use:	Vacant & General Commercial		
Future Land Use:	Commercial		
Zoning District:	T-5 Urban Center Zone		
Final Engineering App	proval Date: In Progress		
conditions of approvatechniques and plans r	eed to a binding development agreement required by city to incorporate the terms and deemed necessary by the City Commission including, but not limited to, any mitigative required by city code? Yes X No		
TBD TBD	the applicant intends to present to the City Commission to provide testimony:		
	ity any evidence which the applicant intends to present to the City Commission, including maps, photographs, records or reports and/or expert testimony:		

# Incorporated 1.200

# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Aesthetic Review

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

### CRITERIA FOR REVIEW:

- 1. The PLANS AND SPECIFICATIONS of the proposed project indicate that the setting, landscaping, proportions, materials, colors, texture, scale, unity, balance, rhythm, contrast, and simplicity are coordinated in a harmonious manner relevant to the particular proposal, surrounding area and cultural character of the community.
- 2. The PLANS for the proposed project are in harmony with any future development which has been formally approved by the City within the surrounding area.
- 3. The PLANS for the proposed project are not excessively similar or dissimilar to any other building, structure or sign which is either fully constructed, permitted but not fully constructed, or included on the same permit application, and facing upon the same or intersecting street within five hundred (500) feet of the proposed site, with respect to one or more of the following features of exterior design and appearance:
  - a. Front or side elevations;
  - b. Size and arrangement of elevation facing the street, including reverse arrangement; or
  - c. Other significant features of design such as, but not limited to: materials, roof line, hardscape improvements, and height or design elements.
- 4. The PLANS for the proposed project are in harmony with, or significantly enhance, the established character of other buildings, structures or signs in the surrounding area with respect to architectural specifications and design features deemed significant based upon commonly accepted architectural principles of the local community.
- 5. The PROPOSED PROJECT is consistent and compatible with the intent and purpose of this article, the Comprehensive Plan for Winter Springs, design criteria adopted by the City (e.g. Town Center guidelines, SR 434 design specifications) and other applicable federal, state or local laws.
- 6. The PROPOSED PROJECT has incorporated significant architectural enhancements such as concrete masonry units with stucco, marble, termite-resistant wood, wrought iron, brick, columns and piers, porches, arches, fountains, planting areas, display windows, and other distinctive design detailing and promoting the character of the community.



1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Aesthetic Review

# **REQUIRED DOCUMENTATION (PDF):**

of the pertinent stage of development.

Х	A complete Application and applicable fee
	Minor (Site less than 2 acres) – \$300*
	X Major (Site greater than 2 acres) – \$600*
	Modification of previously approved Aesthetic Review – \$300*
<u>x</u>	A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).
<u>X</u>	Site Plan
<u>X</u>	Building Elevations (color) illustrating all sides of structures
<u>X</u>	COLOR RENDERING illustrating street view with landscaping at time of planting;
<u>x</u>	ILLUSTRATIONS of all WALLS, FENCES, AND OTHER ACCESSORY STRUCTURES and indication of their height and the materials proposed for their construction;
<u>X</u>	SIGNAGE ELEVATIONS of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;
<u>x</u>	IDENTIFICATION of MATERIALS, TEXTURES, AND COLORS (include paint chips) to be used on all buildings, accessory structures, exterior signs, and other constructed elements;
····	OTHER architectural and engineering data as may be requested to clarify the application.
	For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter $20 - Zoning Sec. 20.29$ Applications $(7) - (11)$ .

\* Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant), payable prior to approval

Page 4 of 5

# Incorporated 1959

# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

customerservice@winterspringsm.org

**Application – Aesthetic Review** 

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for an Aesthetic Review for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Maria Lopez	
	9/30/2020
Business Name: Eleven 18 Architecture	
424 F. Central Blvd, #542 Orlando El 32801	
STATE OF Florida COUNTY OF Seminole County	
The foregoing instrument was acknowledged before me thisday of who is personally known to me as identification and who did/did not take an oa	or who has produced
Date:	(seal):
Notary Public Signature:	namen namen kanada nga ka 1800
My Commission expires:	<del> </del>
Note: The Property Owner shall sign and have their signature not Applicant is not the owner of the subject property Property Owner's Name (Print): AUNA ONDICK AS TRUET Property Owner Signature: Analysis a TIEE	y. –ee
STATE OF 12 COUNTY OF SEMINOLE	
The foregoing instrument was acknowledged before me this day of as identification and who did/did not take an or	
	(seal):
Notary Public Signature: VICEN ASSULT	
My Commission expires:  Notary Public State of Florida Karen D Jones My Commission GG 091903 Expires 05/30/2021	Page 5 of 5
2017/10	rage 5 or 5

# AGENT AUTHORIZATION FORM

FOR THE Winter Springs Marketplace PROJECT LOCATED AT SR 434 and Tuskawilla Rd in Winter Springs, FL 32708:

I, ANNA ONDICK, AS TRUSTEE OF THE ROBBIE R. ONDICK IRREVOCABLE TRUST DATED OCTOBER 7, 1991, THE OWNER AND/OR LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, SEMINOLE COUNTY PARCEL NOS. 36-20-30-502-0000-0070; 36-20-30-502-0000-0080; 36-20-30-502-0000-0090; 26-20-30-5AR-0A00-008F, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) RYAN STAHL OF TUSCAWILLA PROPERTY INVESTORS, LLC, TO EXECUTE ANY APPLICATIONS, PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, CITY OF WINTER SPRINGS SITE DEVELOPMENT PERMIT; SEMINOLE COUNTY RIGHT-OF-WAY PERMIT; SJRWMD ERP; FDEP DRINKING WATER & DOMESTIC WASTEWATER PERMITTING; FDEP NPDES PERMITTING; FDOT DRAINAGE, DRIVEWAY, AND UTILITY CONNECTION PERMIT, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION. NOTWITHSTANDING THE FORGOING, THE AGENT DOES NOT HAVE THE AUTHORITY TO EXECUTE ANY FINAL DOCUMENTS OR DEVELOPMENT ORDERS PURDING THE PROPERTY OR OWNER.

FORGOING, THE AGENT DOES NOT HAVE THE AUTHORITY TO EXECUTE ANY FINAL DOCUMENTS OR DEVELOPMENT ORDERS			
BINDING THE PROPERTY OR OWNER.			
Anna Colick Date: 7/15/2020 Signature of Property Owner			
Anna Ondick			
Print Name Property Owner			
STATE OF FLORIDA: : COUNTY OF Seminole:			
I certify that the foregoing instrument was acknowledged before me this 15 day of 100 day of 2020 by 100 day of 2020. She is personally know to me or has produced as identification and did / did not take an oath.			
Witness my hand and official seal in the county and state stated above on the $15$ day of $10$ day of			
Signature of Notary Public Notary Public Florida			
Notary Public State of Florida Karen D Jones My Commission Expires:			

# **EXTERIOR PALETTE**



# PALETTE SWATCHES







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is prohibited by Law.

12 JAN 2021

NOT FOR CONSTRUCTION

Mark Adams, AIA FL. REG.#AR0094473

FL. REG.#AR0094473

Brooke Leigh Chea, AIA
FL. REG.#AR0099995

Kimberly Day McCann, AIA
FL. REG.#AR0091738

ELEVEN

OMEN'S BUSINESS ENTER FL License: AA26001884 Mailing Address: 424 E. Central Blvd. #542 Orlando, FL 32801 www.eleven18architecture.com

Physical Address: 1011 E. Colonial Dr. #307 Orlando, FL 32803 407-745-5300

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PROJECT NAME:

WINTER SPRINGS MARKETPLACE RETAIL

S.R. 434 & Tuskawilla Road Winter Springs, FL 32708

PROJECT CLIENT:

TUSCAWILLA PROPERTY INVESTORS,

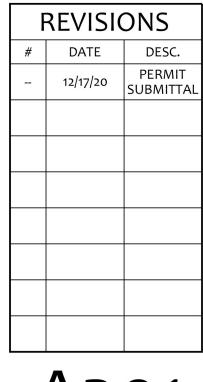
ELEVEN18 PROJECT LEAD:

Maitland, FL 32751

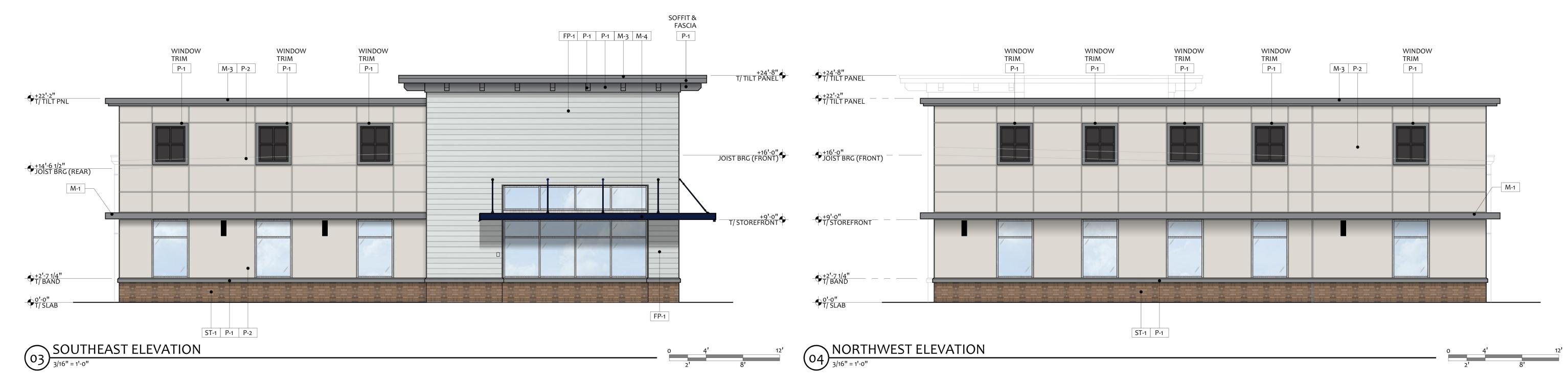
630 S Maitland Ave, Ste 100

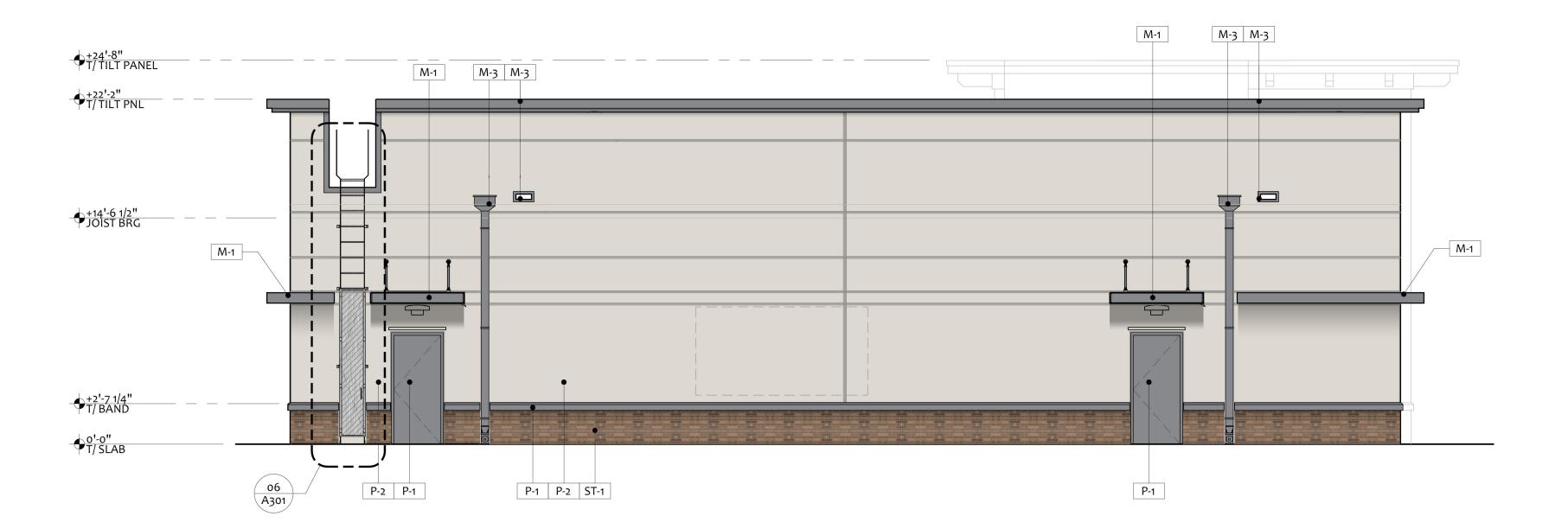
Kim McCann 407-745-5300 kmccann@elevent8architecture.com

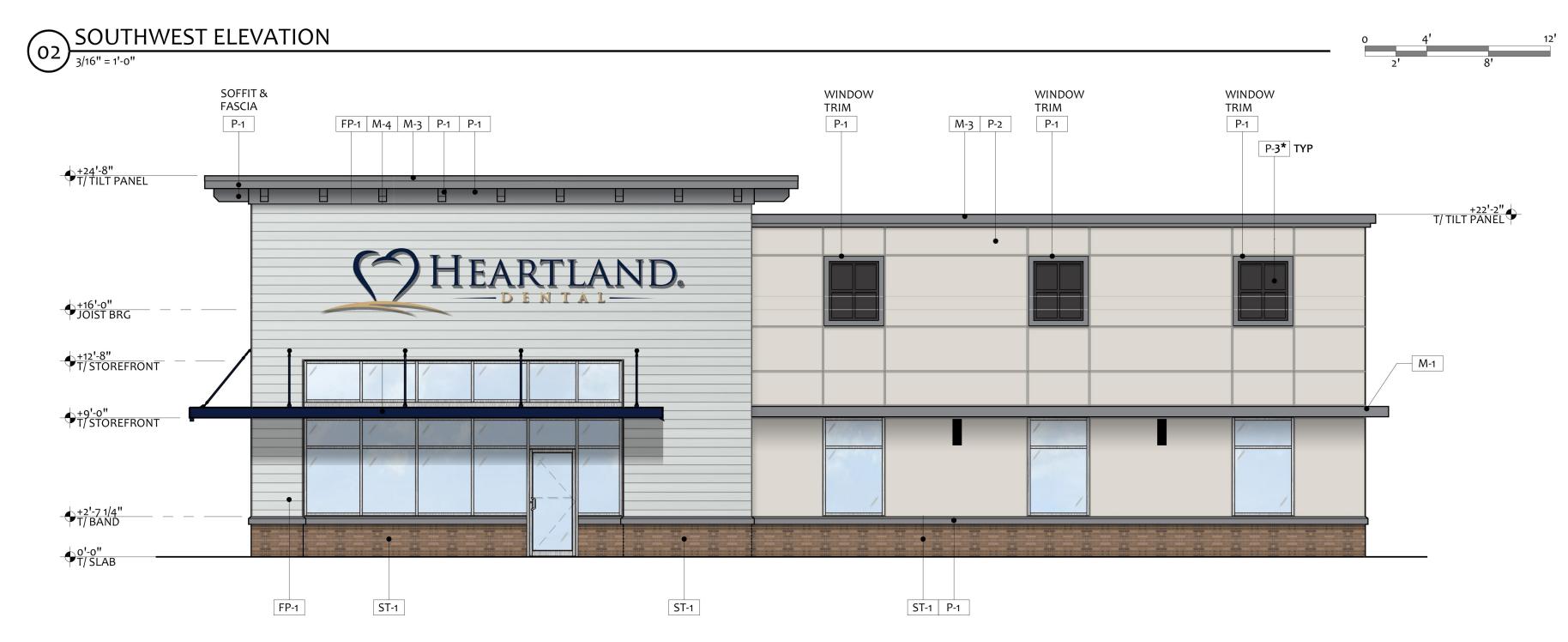
PROJECT TEAM:
Maria Lopez
407-745-5300 Ext. 106
mlopez@elevent8architecture.com



A301 EXTERIOR ELEVATIONS







NORTHEAST ELEVATION

3/16" = 1'-0"

# **ELEVATION NOTES**

- 1. REFERENCE SHEET A-001 FOR GENERAL CONDITIONS AND ADDITIONAL REQUIREMENTS AFFECTING THIS WORK.
- 2. FINISH FLOOR DATUM (REFERENCE) = 0'-0" IS TO TOP OF SLAB. REFER TO CIVIL DRAWINGS FOR ACTUAL FINISH FLOOR ELEVATION.
- 3. CONTRACTOR SHALL COORDINATE ALL WORK ON THIS SHEET WITH THE DEMOLITION WORK, AND THE MECHANICAL, ELECTRICAL, PLUMBING, STRUCTURAL AND FIRE PROTECTION DRAWINGS.
- 4. ALL PRE-MANUFACTURED TRIM, MOULDINGS, CLADDING & COMPONENTS SHALL BE FASTENED & ADHERED TO BUILDING PER
- MANUFACTURER SPECIFICATIONS TO WITHSTAND DESIGN WIND PRESSURE IDENTIFIED ON STRUCTURAL DRAWINGS. 5. COORDINATE WITH ARCHITECT THE LOCATION OF ALL ADDITIONAL CONTROL JOINTS REQUIRED BUT NOT INDICATED ON PLANS.
- 6. ALL EXTERIOR SURFACES TO BE PAINTED IN FIELD OR BE PROVIDED WITH FACTORY OR SHOP APPLIED FINISH AS REQUIRED. ALL COLORS SHALL BE SELECTED BY ARCHITECT, APPROVED BY OWNER.
- 7. ALL SECOND STORY FAUX-WINDOWS ARE DEPITCTED AS PAINTED OPAQUE SURFACES W/ RAISED EIFS BANDS FORMING THE WINDOW FRAME AND TRIM. ALTERNATIVELY, THESE MAY BE REPLACED WITH FIXED, CLOSED METAL SHUTTERS.

	ELEVATION FINISH LEGEND			
CODE	DESCRIPTION	MANUFACTURER & SPECS	COLOR / MODEL	NOTES
P-1	PAINT	SHERWIN-WILLIAMS	TO MATCH PAC-CLAD SLATE GRAY	
P-2	PAINT	SHERWIN-WILLIAMS	SW9166 DRIFT OF MIST	
P-3*	PAINT/EIFS	SHERWIN-WILLIAMS / DRYVIT	SW6258 TRICORN BLACK	
ST-1	BRICK VENEER	BRICK IT	NORWICH BROWN IRONSPOT	THICK SET
	PAINTED TILT PANEL W/	FITZGERALD FORMLINER	WEATHERED PLANK	
FP-1	FORMLINER	SHERWIN-WILLIAMS	SW6253 OLYMPUS WHITE	
M-1	PRE-ENGINEERED MTL CANOPY	TBD	MATCH PAC-CLAD SLATE GRAY	
M-2	NOT USED			
M-3	DRIP EDGE	PAC-CLAD OR APPROVED EQUAL	SLATE GRAY	
M-4	PRE-ENGINEERED MTL CANOPY & HANGER RODS	MAPES TWO COAT KYNAR COLOR OR APPROVED EQUAL	NIGHT HORIZON BLUE	

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12 JAN 2021

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these documents without the express written consent of ELEVEN18 Architecture

NOT FOR CONSTRUCTION

Mark Adams, AIA ☐ FL. REG.#AR0094473

Brooke Leigh Chea, AIA FL. REG.#AR0099995 Kimberly Day McCann, AIA FL. REG.#AR0091738

ARCHITECTUR

FL License: AA26001884 Mailing Address: 424 E. Central Blvd. #542 Orlando, FL 32801 www.eleven18architecture.com

Physical Address: 1011 E. Colonial Dr. #307 407-745-5300

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PROJECT NAME:

WINTER **SPRINGS** MARKETPLACE HEARTLAND DENTAL

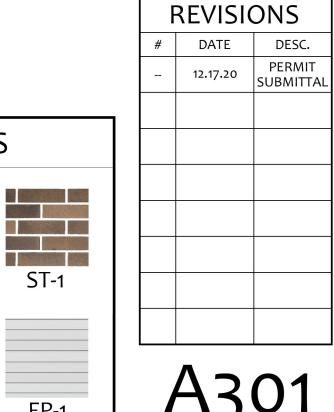
S.R. 434 & Tuskawilla Road Winter Springs, FL 32708

PROJECT CLIENT:

EQUINOX DEVELOPMENT 630 S Maitland Ave, Ste 100 Maitland, FL 32751

ELEVEN18 PROJECT LEAD: Kim McCann 407-745-5300 kmccann@eleven18architecture.com

PROJECT TEAM: Maria Lopez 407-745-5300 Ext. 106 mlopez@eleven18architecture.com



**SWATCHES** 

P-2

M-4

ST-1

P-1/M-3

M-1



# Ш 4 MARKE

TUSKAWILLA FACING NORTH

WINTER

WINTER

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WINTER

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WOMEN'S BUSINESS ELER

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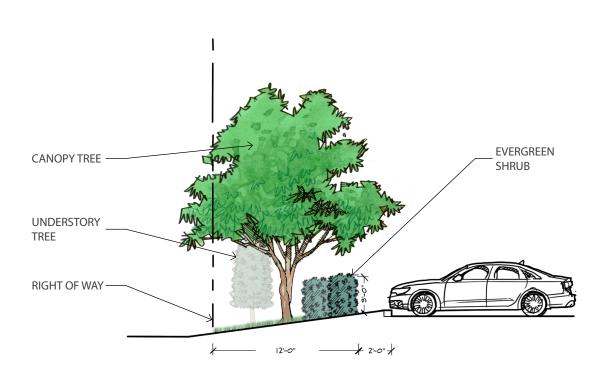
MASTER SIGN

170 TUSKAWILLA ROAD
PERSPECTIVE VIEW - S

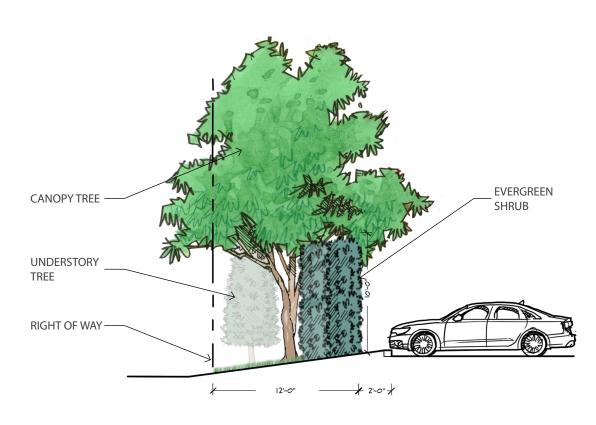
ARCHITECTURE

AWOMEN'S BUSINESS ENTERI

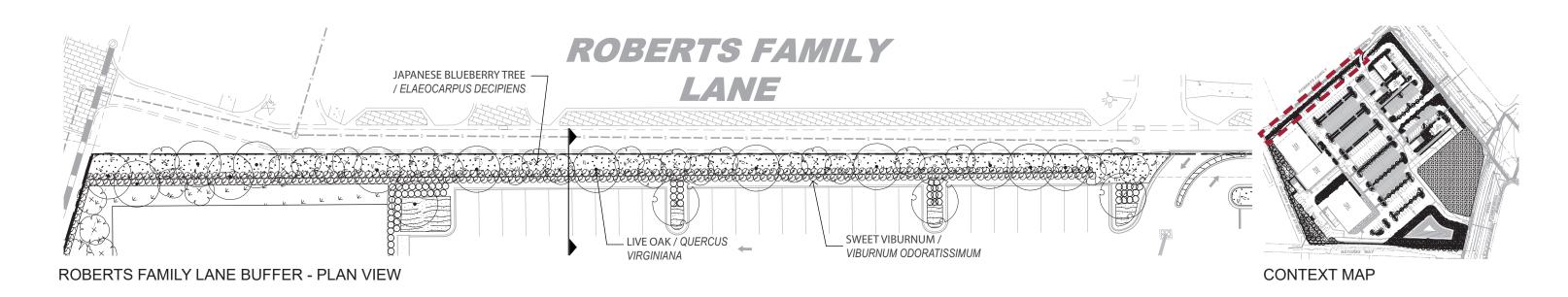
93



DOUBLE HEDGE @ TIME OF PLANTING



DOUBLE HEDGE @ MAINTAINED MATURE HEIGHT



# ROBERTS FAMILY LANE



# Incorporated 1959

## CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Waiver

WA2020-0026

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per <u>Chapter 20 – Zoning Sec. 20-34</u>. The sufficiency review shall be completed within thirty (30) calendar days per <u>FL Statue 166.033</u>.

Applicants are responsible for posting notice (provided by the city) on the site at least seven (7) days prior to the Planning & Zoning Board (PZB) meeting at which the matter will be considered. Said notice shall not be posted within the City right-of-way.

All applicants shall be afforded minimal due process as required by law, including the right to receive notice, be heard, present evidence, cross-examine witnesses, and be represented by a duly authorized representative. Applicants are further advised that a Waiver is quasi-judicial in nature.

Therefore, APPLICANT ACKNOWLEDGES and AGREES, by signing below, that he or she:

- May be sworn-in as a witness in order to provide testimony to the City Commission;
- Shall be subject to cross-examination by party intervenors (if requested); and
- Shall be required to qualify expert witnesses, as appropriate.

Applicants are encouraged to familiarize themselves with <u>Chapter 2 – Administration Sec. 2-30</u> of the Winter Springs City Code relating to Quasi-Judicial Rules and Procedures of the City Commission. All Waiver recommendations shall be based from the required information/documentation provided, the Winter Springs Code of Ordinances, and the Winter Springs Comprehensive Plan (to the extent applicable).

The City Commission (CC) shall render all final decisions regarding Waivers and may impose reasonable conditions on any approved Waiver to the extent deemed necessary and relevant to ensure compliance with applicable criteria and other applicable provisions of the Winter Springs Code of Ordinances and the Winter Springs Comprehensive Plan. All formal decisions shall be based on competent substantial evidence and the applicable criteria as set forth in Chapter 20, Zoning. Applicants are advised that if, they decide to appeal any decisions made at the meetings or hearings with respect to any matter considered at the meetings or hearings, they will need a record of the proceedings and, for such purposes, they will need to insure that a verbatim record of the proceedings is made, at their cost, which includes the testimony and evidence upon which the appeal is to be based, per Florida Statute 286.0105.

A Waiver which may be granted by the City Commission shall expire two (2) years after the effective date of such approval by the City Commission, unless a building permit based upon and incorporating the Waiver, is issued by the City within said time period. Upon written request of the property owner, the City Commission may extend the expiration date, without public hearing, an additional six (6) months, provided the property owner demonstrates good cause for the extension In addition, if the aforementioned building permit is timely issued, and the building permit subsequently expires and the subject development project is abandoned or discontinued for a period of six months, the Waiver shall be deemed expired and null and void, per Chapter 20 – Sec.20-36.

2019/10 Page 1 of 5



1126 East State Road 434 Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application – Waiver

REQUIRED INFOR	<del></del>	00/00/0000	
Applicant(s):	Tuskawilla Property Investor, LLC	Date: 06/29/2020	
Mailing address: 630 South Maitland Avenue, Suite 100, Maitland, FL 32751			
Email:	RStahl@Equinox-Development.com		
Phone Number:	407-342-0277		
Property Owner(s):	Robbie & Edward Ondick		
Mailing Address:	989 Greentree Dr, Winter Park, FL 32789		
Email:			
Phone Number:			
Project Name:	Winter Springs Marketplace		
Property Address:	State Road 434, Winter Springs, FL 32708		
Parcel ID(s):	36-20-30-502-0000-0070; 36-20-30-502-0000-0080; 36-20-30-502-0000	1-0090; 26-20-30-5AR-0A00-008F	
Parcel Size:	10.23 AC.		
Existing Use:	Vacant and Commercial		
Future Land Use:	Commercial		
Zoning District:	Town Center District		
*	shall be written in the following format: A waiver is request in lieu of 'Z'. After the request, the applicant shall provide a	1 0	
List Waiver(s)(provide with this response	de additional sheets if necessary): Please see attached waiv	ver cover letter included	
unreasonable result re	e applicable term or condition clearly creates an illogical, impos related to the proposed property and development? ed waiver cover letter included with this application.	essible, impractical, or patently	

2019/10 Page 2 of 5



1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Waiver

Demonstrate that the proposed development plan is in substantial compliance with <u>Chapter 20</u> of the City's Code of Ordinances and in compliance with the Comprehensive Plan?
Please see attached waiver cover letter included with this application.
Will the proposed development plan significantly enhance the real property?
Please see attached waiver cover letter included with this application.
Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs? Please see attached waiver cover letter included with this application.
Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood? Please see attached waiver cover letter included with this application.
Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under <a href="Chapter 20 - Zoning">Chapter 20 - Zoning</a> ? Please see attached waiver cover letter included with this application.
Is the proposed development plan compatible and harmonious with the surrounding neighborhood?  Please see attached waiver cover letter included with this application.

2019/10 Page **3** of **5** 



1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Waiver

Has the applicant agreed to a binding development agreement required by city to incorporate the terms and conditions of approval deemed necessary by the City Commission including, but not limited to, any mitigative techniques and plans required by city code? Yes X No
List all witnesses that the applicant intends to present to the City Commission to provide testimony:
Describe with specificity any evidence which the applicant intends to present to the City Commission, including oral factual testimony, maps, photographs, records or reports and/or expert testimony:

Attach all documentary evidence which the applicant intends to present to the city commission to the back of this application. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and documentary evidence throughout the application process. Additional witnesses or evidence will not be admitted at the city commission hearing if not submitted at least seven (7) days prior to such hearing.

## **REQUIRED DOCUMENTATION (PDF):**

Χ	A complete Application and Fee	(\$500 00* <sup>*</sup>
/\	A complete Application and Fee	(\$300.00*

- X A general description of the relief sought under this division
- A brief explanation, with applicable supporting competent substantial evidence and documents, as to why the application satisfies the relevant criteria set forth in this division
- X A Legal Description accompanied by a certified survey or the portion of the map maintained by the Seminole County Property Appraiser reflecting the boundaries of the subject property (To scale).
- An Excel mailing list with the names and addresses of each property owner within 500 ft. of each property line, along with the HOA Associations within 1/2 mile of each property line.
- For all new commercial development and new residential subdivisions of ten (10) or more lots or existing commercial buildings being altered by 50 percent or greater of the original floor plan or seating capacity and requiring a modified site plan, or development agreements process under section 20-28.1 of the City Code, or as otherwise deemed applicable by the city to relevantly and competently examine an application for compliance with the city code and the affect and impact the proposed use will have on neighborhood and surrounding properties, applicants shall be required to submit with the following additional information referenced in Chapter 20 Zoning Sec.20.29 Applications (7) (11).

2019/10 Page 4 of 5

<sup>\*</sup> Fees are as shown above plus actual costs incurred for advertising or notification, and for reimbursement for technical and/or professional services which may be required in connection with the review, inspection or approval of any development (based on accounting submitted by the city's consultant), payable prior to approval of the pertinent stage of development.



1126 East State Road 434 Winter Springs, Florida 32708 customerservice@winterspringsfl.org

Application – Waiver

CITY LIMITED RIGHT OF ENTRY: By submitting this Application you hereby grant temporary right of entry for City Officials to enter upon the subject property for purposes of evaluating this Application and posting on the subject property.

APPLICANT'S AUTHORIZATION: I desire to make Application for a Waiver for the aforementioned project and have read and agree to the terms contained herein. In addition, if the Applicant is a corporate entity, the undersigned hereby represents and warrants that he/she is authorized to act on behalf of, and bind, the corporate entity.

Applicant Name (Print): Tuskawilla Property Investors, LLC	
Applicant Signature: Date:	
Business Name:	
Address: State Road 434, Winter Springs, FL 32708 Parcel ID: 36-20	-30-502-0000-0070
STATE OF FL COUNTY OF Seminole	Date
The foregoing instrument was acknowledged before me thisday of who is personally known to meas identification and who did/did not take an oatl	
Date:	(seal):
Notary Public Signature:	
My Commission expires:	
Note: The Property Owner shall sign and have their signature notar Applicant is not the owner of the subject property.	
Property Owner's Name (Print):	
Property Owner Signature:	Date
STATE OFCOUNTY OF	
The foregoing instrument was acknowledged before me thisday of who is personally known to me as identification and who did/did not take an oatl	or who has produced
Date:	(seal):
Notary Public Signature:	
My Commission expires:	

2019/10 Page 5 of 5

# AGENT AUTHORIZATION FORM

FOR THE Winter Springs Marketplace PROJECT LOCATED AT SR 434 and Tuskawilla Rd in Winter Springs, FL 32708:

I, ANNA ONDICK, AS TRUSTEE OF THE ROBBIE R. ONDICK IRREVOCABLE TRUST DATED OCTOBER 7, 1991, THE OWNER AND/OR LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, SEMINOLE COUNTY PARCEL NOS. 36-20-30-502-0000-0070; 36-20-30-502-0000-0080; 36-20-30-502-0000-0090; 26-20-30-5AR-0A00-008F, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) RYAN STAHL OF TUSCAWILLA PROPERTY INVESTORS, LLC, TO EXECUTE ANY APPLICATIONS, PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, CITY OF WINTER SPRINGS SITE DEVELOPMENT PERMIT; SEMINOLE COUNTY RIGHT-OF-WAY PERMIT; SJRWMD ERP; FDEP DRINKING WATER & DOMESTIC WASTEWATER PERMITTING; FDEP NPDES PERMITTING; FDOT DRAINAGE, DRIVEWAY, AND UTILITY CONNECTION PERMIT, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION. NOTWITHSTANDING THE FORGOING, THE AGENT DOES NOT HAVE THE AUTHORITY TO EXECUTE ANY FINAL DOCUMENTS OR DEVELOPMENT ORDERS PURDING THE PROPERTY OR OWNER.

FORGOING, THE AGENT DOES NOT HAVE THE AUTHORITY TO EXECUTE ANY FINAL DOCUMENTS OR DEVELOPMENT ORDERS		
BINDING THE PROPERTY OR OWNER.		
Anna Ondick Signature of Property Owner	Date: 7/15/2020	
Anna Ondick		
Print Name Property Owner		
STATE OF FLORIDA : COUNTY OF Seminole:		
I certify that the foregoing instrument 2020 by <u>Anna Ordick</u> .	was acknowledged before me this 15 day of July, She is personally know to me or has produced as identification and did / did not take an oath.	
Witness my hand and official seal is the sear	in the county and state stated above on the day of	
	Jaren Daes	
	Signature of Notary Public	
zww.(Notary.Seal)	Notary Public for the State of Florida	
Notary Public State of Florida Karen D Jones My Commission GG 091903 Expires 05/30/2021	My Commission Expires:	
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January 21, 2021

Ms. Marla Molina, Senior City Planner City of Winter Springs Community Development Department 1126 State Road 434 Winter Springs, Florida 32708

Subject: Waiver Application Justification

Winter Springs Marketplace
Site Plan Case No.: SP2020-0018

Please find attached plans and additional supporting documents for the waiver request from the City of Winter Springs Code Sections listed below.

- 1) Section 16-51 Definitions
  - a) A waiver from Winter Springs City Code Sec 16-51, to allow the copy area of wall signs to be measured as one (1) rectangle per row of text or symbols up to a maximum of three (3) rectangles, in lieu of the whole wall sign being measured as one (1) single rectangle.
- 2) Section 16-80 Limitations on Certain on-premises signs including attached to buildings
  - a) A waiver from Winter Springs City Code Sec. 16-80 to allow a maximum copy area of seventy-two (72) square feet per sign face for the two (2) multi-tenant "shopping center" ground signs indicated on the signage site plan in lieu of thirty-two (32) square feet.
- 3) Section 20-325 Transect Standards Lot Design Guidelines Table
  - a) A waiver is requested from Winter Springs City Code Sec. 20-325 to allow a minimum 15% frontage buildout at the front setback as required under the T5 transect in lieu of the 20% minimum specified.
  - b) A waiver is requested from Winter Springs City Code Sec. 20-325 to allow a maximum 67.75ft front setback in lieu of the 50-ft max setback specified.
- 4) Section 20-324.6 General Provisions Drive-throughs
  - a) A waiver is requested from Winter Springs City Code Sec. 20-324.(6) to allow the drivethrough service windows for Buildings B and C at the side of the buildings in lieu of in the rear or alley of the buildings.
- 5) Section 20-327.1 Signs
  - a) A waiver from the table at the end of Winter Springs City Code Sec. 20-327.1 to allow wall signs to have a maximum copy height of twelve (12) feet in lieu of three (3) feet.
  - b) A waiver from the table at the end of Winter Springs City Code Sec. 20-327.1 to allow wall signs to have a maximum letter height of forty-two (42) inches in lieu of eighteen (18) inches.



- 6) Section 20-327.1.(a) General Requirements
  - a) A waiver as provided for in Winter Springs City Code Sec. 20-327.1.(a) to allow monumentstyle ground signs on properties located along SR-434 within the Town Center, which includes this property. Four (4) such signs are proposed. Please see the signage site plan for the location of these proposed signs.
  - b) A waiver from Winter Springs City Code Sec. 20-327.1(a) to allow monument-style ground signs and permanent menu boards to be internally illuminated in lieu of only individual letters and symbols being internally illuminated.
- 7) Section 20-327.1.(b) Finish Materials
  - a) A waiver from Winter Springs City Code Sec. 20-327.1(b) to allow the use of plastic finishes on internally illuminated monument-style ground signs and permanent menu boards in lieu of being limited to wood, metal, canvas, neon, and paint.
- 8) Section 20-327.1.(d)(9) Sign Standards: Specific to Sidewalk Signs (Menu Board Signs)
  - a) A waiver from Winter Springs City Code Sec. 20-327.1(d)(9)a to allow menu boards to be permanent when installed on private property in lieu of temporary.
- 9) Section 20-605 Streetscape Requirements (Per Ordinance 2020-02)
  - a) A waiver is requested from Winter Springs City Code Sec. 20-605 (Ordinance 2020-02) to allow a 13-ft onsite landscape buffer with canopy trees, a meandering 6-ft offsite sidewalk, and interspersed understory trees between back of sidewalk and front of sidewalk within the R/W. The requested streetscape buffer modification will provide the 27-ft buffer as required by code. This request will be in lieu of the required 5-ft landscape area adjacent to the R.O.W., followed by a 6-ft sidewalk, and a 16-ft landscape and treescape area (total 27ft).

The following is an itemized discussion to each of the twelve (12) waiver justification questions included with this request package.

- 1. Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development?
  - 1a) A waiver from Winter Springs City Code Sec 16-51, to allow the copy area of wall signs to be measured as one (1) rectangle per row of text or symbols up to a maximum of three (3) rectangles, in lieu of the whole wall sign being measured as one (1) single rectangle is requested. When wall signs have significant blank space between lines of text, this blank space does not contribute to visual clutter and therefore should not count against copy area. The requirement for using a single shape creates a bias in favor of signage design that is boxy and densely fills the allotted shape. Signage designs that make significant use of blank space are effectively forced to reduce their copy area because blank space that is not part of the copy is nonetheless counted against the copy area limit.

Providing some flexibility in the copy area calculation method will curb the effect of this bias, allowing a more accurate representation of the actual copy area being used by a given design. The limit of three rectangles will prevent this additional flexibility from being abused.



2a) A waiver allowing a maximum copy area of seventy-two (72) square feet per sign face for the two (2) multi-tenant "shopping center" ground signs identified on the signage site plan, in lieu of thirty-two (32) square feet is requested. The two (2) multi-tenant signs that will make use of this waiver are serving the anchor tenants at the rear of the development, meaning that their building-mounted signage has correspondingly lower visibility (and hence less visual clutter) when viewed from the street. The requested increase in copy area provides these tenants with necessary street visibility while maintaining a pleasant streetscape as shown in the street-view renderings included with this package.

This property is at the intersection of two major roads: SR 434 and Tuskawilla, which are respectively six (6) lanes wide and five (5) lanes wide along the frontage of this property, and both have planted medians. Visibility from these wide, fast, car-oriented roads will be necessary to sustain the businesses in this development.

- 3a) The waiver allowing a minimum 15% frontage buildout in lieu of the 20% requirement is required in order to maintain proper site circulation. Given the drive-thru associated with the QSR use for Buildings B and C additional vehicular access is needed around these to provide adequate circulation and limit stacking at ingress and egress points. In addition, each parcel is required by City criteria to stand on its own per development. Parking areas line the vehicular access routes as another feature allowing each lot to stand on its own.
- 3b) The waiver allowing a maximum 67.75-ft front building setback in lieu of the 50-ft setback is requested in order to better accommodate the streetscape requirements detailed within Section 20-605 of the City's Code.

The applicant has provided an enhanced onsite landscape buffer along SR 434 to meet the canopy tree streetscape requirements. The canopy trees that would otherwise be adjacent to the SR 434 roadway have been located on site in order to avoid overhead and underground utilities. The right-turn lane in front of the site limit the amount of room available for the canopy trees immediately adjacent to SR 434.

The applicant has made additional efforts to bring the buildings as close to the 50-ft maximum as possible. The drive aisle along the front of Buildings A & B has a 22-ft width and the associated front parking spaces have 18-ft lengths. These changes in addition to the 12-ft right-turn lane streetscape encroachment along the 434 frontage bring the total requested variance from code to nearly 10%.

4a) The waiver allowing drive-thru service windows on the side of Buildings B and C in lieu of the rear or alley of the building is required due to the area limitations in the vicinity of these buildings. Rotating these buildings to locate the drive-throughs at the rear would impact the amount of parking the parcel would be able to provide. If the buildings are rotated with rear drive-throughs, the buildable area in the Future Development parcel area would be negatively impacted in order to achieve sufficient parking for Buildings B and C.



- 5a) A waiver requesting to allow wall signs to have a maximum copy height of twelve (12) feet in lieu of three (3) feet is requested. The total allowable copy area for wall signs will remain the same 1.5-sf per linear foot of building frontage as set forth in Winter Springs City Code Sec. 16-80 and 20-327.1. The increase in copy height is requested based on this property's situation at the intersection of two wide, fast, car-oriented roads, and the car-oriented development pattern that such roads necessitate. This means the buildings will be placed at a greater distance from the road than the original sign height limits account for and will therefore need to be taller to remain legible at a distance. But to reiterate, while the height of the signs is increasing, the total allowable copy area is not.
- 5b) A waiver requesting to allow wall signs to have a maximum letter height of forty-two (42) inches in lieu of eighteen (18) inches is requested. The total allowable copy area for wall signs will remain the same 1.5-sf per linear foot of building frontage as set forth in Winter Springs City Code Sec. 16-80 and 20-327.1. The increase in letter height is requested based on this property's situation at the intersection of two wide, fast, car-oriented roads, and the car-oriented development pattern that such roads necessitate. This means the buildings will be placed at a greater distance from the road than the original letter height limits account for and will therefore need to be taller to remain legible at a distance. But to reiterate, while the height of the letters is increasing, the total allowable copy area is not.
- 6a) The waiver allowing monument-style ground signs along SR-434 within the Town Center is required as a result of location. This property is at the intersection of two major roads: SR 434 and Tuskawilla, which are respectively six (6) lanes wide and five (5) lanes wide along the frontage of this property, and both have planted medians. Visibility from these wide, fast, car-oriented roads will be necessary to sustain the businesses in this development.

Monument-style ground signs are the norm for this type of development, including at comparable properties just down the street, within the SR 434 overlay district. In the case of the gas station across the street in Tuskawilla, there is a precedent that is actually within the Town Center district. Given this, and the fact that the property in question is near the edge of the Town Center district, we believe that allowing these monument-style signs is both fair and will not harm the city's intent within the Town Center.

## The proposed signs include:

- One (1) short multi-tenant ground sign on the SR434 frontage serving the nearby outparcel buildings.
- One (1) single-tenant ground sign, for the remaining proposed outparcel building.
- Two (2) multi-tenant ground signs serving the rear tenants, which equates to one (1) for each right-of-way frontage. The total right-of-way frontage is longer than five hundred (500) feet on a major road.



6b) A waiver allowing monument-style ground signs and permanent menu boards to be internally illuminated in lieu of only individual letters and symbols being internally illuminated is requested. The prohibition on internally lit backgrounds for wall signs will remain intact. This waiver only allows backgrounds to be internally illuminated on monument signs. Internally illuminated backgrounds are the norm for commercial monument signs, and are already common along both SR434 and Tuskawilla, including on comparable properties just down the street within the SR 434 overlay district. In the case of the gas station across the street in Tuskawilla, there is a precedent that is actually within the Town Center district.

The use of internally illuminated backgrounds is appropriate to the scale and speed of these adjacent major roads, which is also the circumstance that justifies the presence of monument signs. If the city chooses to acknowledge such circumstances are present by granting the Section 20-327.1(a) waiver request to permit monument signs on this property, it is reasonable that the city would also permit the use of design and construction techniques common to monument signs.

- 7a) A waiver allowing the use of plastic finishes on internally illuminated monument-style ground signs and permanent menu boards in lieu of being limited to wood, metal, canvas, neon, and paint is requested. The Town Center code allows for individually cut letters to be internally illuminated, so in practice some allowance for the use of plastics is already made. Translucent plastic is a necessary component of internally illuminated signs; therefore, this waiver would be necessary for the practical exercise of the waivers allowing internal illumination of monument signs and permanent menu boards.
- 8a) A waiver allowing menu boards to be permanent when installed on private property in lieu of temporary is requested. The existing design standards for menu boards do not account for drive thru restaurants. If the proposed drive-thru use is approved for this property, then a permanent menu board serving the drive thru will be required. This waiver only applies to menu boards installed on private property. No permanent signs will be installed on sidewalks or public property. The proposed menu board is facing away from the public right-of-way and will be sized consistent with industry-standard drive-thru menu boards, such as that already in use by Starbucks and McDonalds across the street from this development. The proposed menu board will be constructed to the same weather-resistance and wind-loading standards as any other permanent exterior sign per applicable building codes.
- 9a) The waiver allowing modification to the S.R. 434 & Tuskawilla streetscape configuration and plant species is required due to conflicts with existing utilities, sidewalks, and a right turn lane within the R.O.W. Existing underground and overhead utilities within the R.O.W. currently limit the planting of trees in the configuration required by code.

City Code requires a 27-ft streetscape buffer from R.O.W.'s edge of pavement. Under normal circumstances there is adequate space from the edge of the roadway to proposed development to provide for the streetscape buffer as shown in Ordinance 2020-02. The Winter Springs Marketplace property has an existing right-turn lane along the majority of



the SR-434 boundary which removes 12-ft of space the site is able to utilize for the streetscape buffer. Approximately 17-ft is provided between the property line and the edge of pavement within the right turn lane. There is existing water main, overhead electric, gas, and underground electric within this distance. An existing 5-ft sidewalk runs along the SR-434 and Tuskawilla Road site boundaries.

In an effort to work with City Staff, the applicant has agreed to place canopy trees within the limits of the onsite landscape buffer. Understory trees will be interspersed among the proposed onsite canopy trees. The existing sidewalk within the R/W will be upgraded to a 6-ft sidewalk in areas adjacent to proposed development. In the R/W, understory trees will be placed between back of curb and front of sidewalk.

The proposed configuration will provide the 6-ft sidewalk required by code and allow for canopy trees within the streetscape buffer. Placing the canopy trees onsite rather than in the R/W will help prevent conflicts with the overhead utilities once the trees reach maturity. The addition of the understory trees within the R/W will help enhance the streetscape buffer for pedestrians and vehicular traffic. Existing utilities within the R/W will be adjusted to follow the routing of the new 6-ft sidewalk. Although this layout will be different than the streetscape layout it will still meet the intent of the streetscape requirements.

- 2. Demonstrate that the proposed development plan is in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan?
  - With the exception of the waivers detailed above, the proposed project meets the remaining requirements set forth in Section 20 of the City of Winter Springs Code. The site design previously underwent a full review in which the site design was further fine-tuned to incorporate all the changes requested by Staff to meet City Code.
- 3. Will the proposed development plan significantly enhance the real property?
  - The majority of the property is currently undeveloped and vegetated with upland wooded areas. The eastern corner of the site is an old abandoned Pinch-A-Penny location. Proposed development will enhance the property by providing a developed and landscaped cohesive look that complements the surrounding retail and residential areas.
- 4. Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs?
  - The proposed development hopes to serve the Winter Springs public health and welfare by bringing a fitness club tenant and a dentist tenant under contract. Development of the property will serve Winter Springs safety by replacing the abandoned Pinch-A-Penny and overgrown undeveloped lot with clean, well lit, and secure facilities available for public access. The onsite drainage system also benefits public health and welfare with the increased water quality and nutrient removal benefits it provides to waters leaving the site. The increased commercial tax base provided as a result of this project will reduce the burden on City of Winter Springs residents.



5. Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood?

The waiver will not diminish the property values and seeks to maintain the essential character of the surrounding neighborhood.

6. Is the waiver request the minimum waiver that will eliminate or reduce the illogical, impossible, impractical, or patently unreasonable result caused by the applicable term or condition under Chapter 20 – Zoning?

The requested waiver is the minimum waiver that will eliminate the unreasonable conditions caused by the sections of code detailed above in the introduction of this letter.

7. Is the proposed development plan compatible and harmonious with the surrounding neighborhood?

The proposed development plan is compatible and harmonious with the surrounding neighborhood. The development will complement the surrounding similar QSR, grocery, fitness club, and medical uses. Roberts Family Lane and Natures Way neighbors were involved early-on to address concerns with the proposed development. The site buffers along the residential areas incorporate input from meetings with the neighbors in further efforts to provide a site that is harmonious with the surrounding neighborhood.

If you have any further questions, please do not hesitate to contact our office or email me at jonathan.martin@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES. INC.

Jonathan A. Martin

nd D. WA

Principal

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# Incorporated 1959

# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application - Site Plan Review/Subdivision

The Community Development Director reserves the right to determine whether this application is complete and accurate. An incomplete application will not be processed and will be returned to the applicant. The application shall be reviewed per Florida Statue 419.001. The sufficiency review shall be completed within thirty (30) calendar days per FL Statue 166.033. By submitting this application, you hereby grant temporary right of entry for City officials to enter upon the subject property for purposes of evaluating this application.

Site Flan Type.			
Type of Development	Residential Non-Residential Plan	_ Sales Trailer	
Preliminary Revie	wFinal Review X_Combined Preliminary/Fina	IResubmittalRecorded Plat	
Project Name: Winte	er Springs Marketplace	Date: 06/29/2020	
Applicant/Agent Info	ormation:		
Applicant(s):	Tuscawilla Property Investors, LLC		
Mailing Address:	630 South Maitland Avenue, Suite 100, Maitland FL 32751		
Email:	RStahl@Equinox-Development.com		
Phone Number:	(407) 628-0077		
Person Who Will Up	load Plans* (First, Last): Jonathan Martin		
Email: jonathan.n	nartin@kimley-horn.com Phone	4: <u>(</u> 407) 427-1686	
Email:	k as Trustee of the Robbie R. Ondick Irrevoca  Phone#:  Greentree Dr, Winter Park, FL 32789		
Phone Number:			
Site Information: Project Address:	State Road 434, Winter Springs, FL 336-20-30-502-0000-0070; 36-20-30-502-0000-0080; 36-20-502-0000-0080; 36-20-502-0000-0000-0000-0000-0000-0000-0		
Parcel ID(s): Parcel Size:	10.23 AC.		
Existing Use:	Vacant and Commercial		
Proposed Use:	Commercial		
Zoning District:	Town Center District		
Future Land Use:	Town Center District		

Page 1 of 3

# Incorporated 1959

## CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708

customerservice@winterspringsfl.org

Application - Site Plan Review/Subdivision

COO WETRUS	
Is the property located in the <u>Town Center District?</u> X	YesNo
Is the property within the S.R. 434 Corridor Overlay Dist	trict? X Yes No
Is the property located in the Greeneway Interchange Zon	ning District? Yes X No
The Planning and Zoning Board/Local Planning Agency recommendation to the City Commission. The City Preliminary and Final Engineering Plans and may impose deemed necessary and relevant to ensure compliance with	y shall review Site Plan Applications and make a written Commission shall render all final decisions regarding reasonable conditions on any approved plans to the extent h applicable criteria and other applicable provisions of the s shall be based upon the applicable criteria as set forth in
any matter considered at the meetings or hearings, they w	decisions made at the meetings or hearings, with respect to fill need a record of the proceedings and, for such purposes, eedings is made, at their cost, which includes the testimony 86.0105, Florida Statutes.
Application Fees: Fees are shown below plus actual costs incurred for adversard/or professional services which may be required in condevelopment (based on accounting submitted by the City stage of development.  Residential Site Plan Review	onnection with the review, inspection or approval of any
Preliminary Site Plan (includes two reviews)	\$1,200 + \$5/lot
Final Site Plan (includes two reviews)	\$1,000 + \$10/lot
Combined Preliminary/Final (includes four reviews)	\$2,200 + \$15/lot
Non-Residential Site Plan Review	
Preliminary Site Plan (includes two reviews)	\$3,000 + \$5/lot
Final Site Plan (includes two reviews)	\$2,500 + \$10/lot
Combined Preliminary/Final (includes four reviews)	\$5,500 + \$15/lot
Sales Trailer Plan	\$200
Recorded Plat + actual cost	\$500
Resubmittal (each review)	\$500
Total Due	§ 5590.00

Page 2 of 3



## CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

1126 East State Road 434 Winter Springs, Florida 32708

customerservice @winterspringsfl.org

Application - Site Plan Review/Subdivision

#### THIS APPLICATION MUST BE SIGNED IN THE PRESENCE OF A NOTARY

This is to certify that I am the owner in simple fee of the subject property as described in this application for Site Plan Review.

Property Owner(s) Name (Print):_		
Property Owner Signature:	Da	ite:
Property Owner(s) Name (Print): _		
Property Owner Signature:	Dat	te:
STATE OF	COUNTY OF	
	cknowledged before me thisday of who is personally known to me as identification and who did/did not take an oath.	or who has produced
3 <u></u>	Date:	(seal):
Property Owner's Name (Print): Property Owner Signature:	roperty owner the Property Owner shall sign and addor agent permission to submit the Site Plan Review Anna Ondick as Trustee of the Robbie R. Ondick Irrevocable and the Site Plan Review of the Robbie R. Ondick Irrevocable and the Site Plan Review of the Robbie R. Ondick Irrevocable	ew application. e Trust dated October 7, 1991
Anna Ondrok	acknowledged before me thisday ofawho is personally known to meas identification and who did/did not take an oath	or who has produced
2020/02	Karen D Jones My Commission GG 091903 Expires 05/30/2021	Page 3 of 3

#### AGENT AUTHORIZATION FORM

FOR THE Winter Springs Marketplace PROJECT LOCATED AT SR 434 and Tuskawilla Rd in Winter Springs, FL 32708:

I, ANNA ONDICK, AS TRUSTEE OF THE ROBBIE R. ONDICK IRREVOCABLE TRUST DATED OCTOBER 7, 1991, THE OWNER AND/OR LEGAL AUTHORITY OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, SEMINOLE COUNTY PARCEL NOS. 36-20-30-502-0000-0070; 36-20-30-502-0000-0080; 36-20-30-502-0000-0090; 26-20-30-5AR-0A00-008F, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT(S) RYAN STAHL OF TUSCAWILLA PROPERTY INVESTORS, LLC, TO EXECUTE ANY APPLICATIONS, PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, CITY OF WINTER SPRINGS SITE DEVELOPMENT PERMIT; SEMINOLE COUNTY RIGHT-OF-WAY PERMIT; SJRWMD ERP; FDEP DRINKING WATER & DOMESTIC WASTEWATER PERMITTING; FDEP NPDES PERMITTING; FDOT DRAINAGE, DRIVEWAY, AND UTILITY CONNECTION PERMIT, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION. NOTWITHSTANDING THE FORGOING, THE AGENT DOES NOT HAVE THE AUTHORITY TO EXECUTE ANY FINAL DOCUMENTS OR DEVELOPMENT ORDERS BINDING THE PROPERTY OR OWNER.

FORGOING, THE AGENT DOES NOT HAVE THE AUT	THORITY TO EXECUTE ANY FINAL DOCUMENTS OR DEVELOPMENT ORDERS
BINDING THE PROPERTY OR OWNER.	
Anna Endick Signature of Property Owner	Date: 7/15/2020
Anna Ondick	
Print Name Property Owner	
STATE OF FLORIDA : COUNTY OF Seminole:	
I certify that the foregoing instrume 2020 by <u>Anna Ondick</u> .	nt was acknowledged before me this 15 day of July, She is personally know to me or has produced as identification and did / did not take an oath.
Witness my hand and official sea, in the year	I in the county and state stated above on the day of
	Faren Daes
ssaa (Notary Seal)	Signature of Notary Public Notary Public for the State of Florida
SURV Puls. Notary Public State of Florida	Notary I ublic for the State of I fortua
Karen D Jones My Commission GG 091903 Expires 05/30/2021	My Commission Expires:

# DEVELOPMENT PLANS

FOR

# WINTER SPRINGS MARKETPLACE

CITY OF WINTER SPRINGS, FLORIDA DECEMBER 23, 2020

PARCEL NOs: 36-20-30-502-0000-0070, 36-20-30-502-0000-0080, 36-20-30-502-0000-0090, 26-20-30-5AR-0A00-008F

SECTION 21, TOWNSHIP 21S, RANGE 31E **LOCATION MAP** 

LESS AND EXCEPT THAT PART TAKEN FOR ROAD RIGHT OF WAY BY THE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2831, PAGE 1024, PUBLIC

### PARCEL 3:

PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

THAT PART OF THE UNPLATTED PART OF BLOCK B OF D. R. MITCHELL'S SURVEY OF THE LEVY GRANT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST EASTERLY CORNER OF THAT PART OF SAID BLOCK B LYING SOUTHWESTERLY OF THE SANFORD-OVIEDO HIGHWAY AND RUNNING NORTH 38 DEGREES 43 MINUTES 16 SECONDS WEST 186.0 FEET ALONG THE WESTERLY LINE OF THE RIGHT OF WAY OF THE SANFORD-OVIEDO HIGHWAY; THENCE SOUTH 51 DEGREES 15 MINUTES WEST 770.0 FEET; THENCE SOUTH 22 DEGREES 15 MINUTES EAST, 13.5 FEET TO THE SOUTHWEST CORNER OF THE UNPLATTED PART OF BLOCK B; THENCE EAST ALONG THE NORTH LINE OF TUSKAWILLA, A DISTANCE OF 497.0 FEET; THENCE NORTH 30 DEGREES EAST 420.0 FEET TO THE POINT OF BEGINNING; ALSO DESCRIBED AS LOT 9, ACCORDING TO JOE E. JOHNSTON'S SURVEY AS RECORDED IN DEED BOOK 147, PAGE 221, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

TOGETHER WITH THE WEST HALF OF THE VACATED STREET ADJACENT ON THE EAST AS SET FORTH IN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 373, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS AND EXCEPT ROAD RIGHTS OF WAY AS SET FORTH IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2831, PAGE 1024, AND WARRANTY DEED TO SEMINOLE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 8377, PAGE 27, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CABLE

THAT PART OF LOT 8 BLOCK A, D. R. MITCHELL'S SURVEY OF THE LEVY GRANT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING WESTERLY FROM THE WESTERLY FIFTY FEET FROM THE CENTER LINE OF TUSKAWILLA ROAD; TOGETHER WITH THE EAST HALF OF THE VACATED STREET ADJACENT ON THE WEST AS SET FORTH IN RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 2972, PAGE 373, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS AND EXCEPT ROAD RIGHTS OF WAY AS SET FORTH IN WARRANTY DEED TO COUNTY OF SEMINOLE RECORDED IN OFFICIAL RECORDS BOOK 1571, PAGE

707; ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 2831, PAGE 1024; AND WARRANTY DEED TO SEMINOLE COUNTY, FLORIDA, RECORDED IN

TELEPHONE:

132 COMMERCE WAY

PHONE: (407) 302-7611

CONTACT: SCOTT LORENZ

SANFORD, FL 32771

# UTILITY PROVIDERS WATER, SEWER AND REUSE:

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CITY OF WINTER SPRINGS 1126 E. S.R. 434 WINTER SPRINGS, FL 32708 CONTACT: DILLON THOMAS PHONE: (407) 327-1800 EXT 588

OFFICIAL RECORDS BOOK 8377, PAGE 27, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

POWER:

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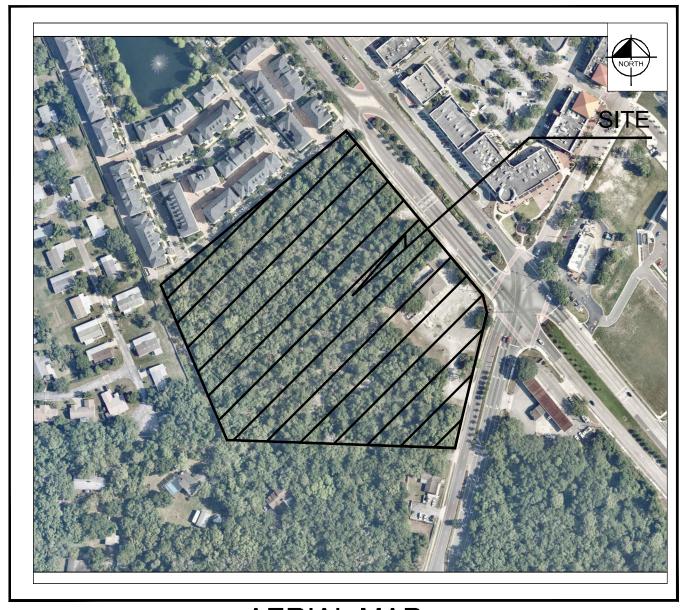
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# **AERIAL MAP**

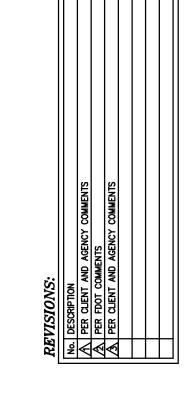
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MARCUS I. GEIGER, P.E. FL. P.E. NO. 89199

#### **GENERAL** 1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS SPECIFIED BY THE VARIOUS GOVERNMENTAL AGENCIES AND THE ENGINEER. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, SUCH AS DEWATERING PERMITS, RIGHT OF WAY PERMIT(S), EXCAVATION/FILL PERMIT(S), FIRE PROTECTION PERMIT(S), OR UNDERGROUND UTILITY PERMIT(S), PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA OF APPLICABLE AGENCIES, SCHEDULING OF INSPECTIONS, AND OBTAINING REQUIRED INSPECTIONS FROM AGENCY. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE EXISTING UTILITY INFORMATION SHOWN IS BASED ON THE TOPOGRAPHIC SURVEY PROVIDED BY SHANNON SURVEYING, INC. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES, AFFECTING THIS AREA PRIOR TO CONSTRUCTION WORK. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY OF THE SURVEY. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL HALT CONSTRUCTION AND NOTIFY THE OWNER, ENGINEER, AND APPLICABLE GOVERNING AGENCY THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING (HORIZONTALLY AND VERTICALLY) ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION AND FOR NOTIFYING THE VARIOUS UTILITY COMPANIES (DURING STANDARD BUSINESS HOURS) TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, TEMPORARY DISTRIBUTION SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL COOPERATE WITH UTILITY COMPANY (DURING STANDARD BUSINESS HOURS) DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED. FLORIDA LAW (F.S. 556) UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT MANDATES THAT EXCAVATORS/CONTRACTORS SHALL CONTACT SUNSHINE 811 (FKA: SUNSHINE STATE ONE-CALL OF FLORIDA) BY CALLING 800-432-4770 OR 811 AT LEAST 2 FULL BUSINESS DAYS PRIOR TO BEGINNING ANY EXCAVATION OR DEMOLITION TO ALLOW MEMBER OPERATORS AN OPPORTUNITY TO IDENTIFY AND MARK THEIR UNDERGROUND FACILITIES AND APPROPRIATELY RESPONSE TO THE POSITIVE RESPONSE SYSTEM. ^^^^^ 4. ALL DISTURBED AREAS (ON—SITE AND/OR OFF—SITE) NOT DESIGNED OR NOTED TO BE LANDSCAPED OR SODDED, SHALL BE MULCHED AND SEEDED. 5. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE, OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE, OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES, OR GRADING SECTIONS ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATION OR REMOVAL IS PROVIDED FOR IN THE CONTRACT, PLANS, OR SPECIFICATIONS. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED, BY THE CONTRACTOR OR SUB-CONTRACTORS, AS CALLED FOR IN THESE CONTRACT DOCUMENTS. 6. ALL WORK AND MATERIALS FURNISHED SHALL BE IN CONFORMITY WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS, AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT PLANS OR 7. ALL SPECIFICATIONS AND DOCUMENTS REFERENCED HEREIN SHALL BE OF THE LATEST REVISION, AS APPLICABLE AT THE TIME ALL PERMITS HAVE BEEN OBTAINED. 8. ALL UNDERGROUND UTILITIES MUST BE IN-PLACE, TESTED AND INSPECTED PRIOR TO BASE AND SURFACE CONSTRUCTION. 9. THE GRAPHIC INFORMATION DEPICTED ON THESE PLANS HAS BEEN COMPILED TO PROPORTION BY SCALE AS ACCURATELY AS POSSIBLE. HOWEVER, DUE TO REPRODUCTIVE DISTORTION, REDUCTION, AND/OR REVISIONS, INFORMATION CONTAINED HEREIN IS NOT INTENDED TO BE SCALED FOR CONSTRUCTION PURPOSES. 10. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO THE OWNER'S ENGINEER FOR OF THE FINAL INSPECTION OF THE STORMWATER SYSTEM SHOULD A REPRESENTATIVE WANT TO ATTEND. SHOP DRAWINGS OF ALL DRAINAGE STRUCTURES, MATERIALS, AND COMPONENTS TO BE INSTALLED WITHIN CITY OF WINTER SPRINGS PUBLIC RIGHTS-OF-WAY, SHALL BE SUBMITTED TO THE CITY OF WINTER SPRINGS FOR REVIEW AND APPROVAL. UPON ENGINEER OR RECORD'S COMPLETION OF REVIEW AND APPROVAL OF SHOP DRAWINGS FOR WORK WITHIN THE CITY OF WINTER SPRINGS'S JURISDICTION THE ENGINEER OF RECORD SHALL COORDINATE SHOP DRAWING SUBMITTALS TO THE CITY OF WINTER SPRINGS FOR THEIR REVIEW AND APPROVAL. 11. CONTRACTOR TO COORDINATE WITH THE APPLICABLE ELECTRIC UTILITY SUPPLIER REGARDING ANY NECESSARY RELOCATION(S) OF UNDERGROUND AND/OR OVERHEAD ELECTRIC FACILITIES, AND FOR THE LOCATION AND INSTALLATION OF TRANSFORMER PAD(S) AND ASSOCIATED ELECTRIC FACILITIES. 12. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL AND/OR BETTER CONDITION THAN EXISTING PRIOR TO 13. THE CONTRACTOR SHALL COMPLY WITH THE LEGAL LOAD RESTRICTIONS IN HAULING OF MATERIALS IN PUBLIC ROADS BEYOND THE LIMITS OF WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR THE DAMAGE WHICH MAY RESULT FROM THE MOVING OF MATERIAL AND EQUIPMENT. 14. SURVEY MONUMENTS OR BENCHMARKS, WHICH HAVE TO BE DISTURBED BY THIS WORK, SHALL BE REPLACED UPON COMPLETION OF WORK BY A LICENSED LAND SURVEYOR CURRENILY REGISTERED IN THE STATE OF FLORIDA 15. CONTRACTOR SHALL TRIM, TACK AND MATCH EXISTING PAVEMENT AT LOCATIONS WHERE NEW PAVEMENT MEETS EXISTING PAVEMENT. 16. CURBING SHALL BE PLACED AT THE EDGES OF ALL PAVEMENT, UNLESS OTHERWISE NOTED. REFER TO THE THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARD PLANS FOR ROAD CONSTRUCTION" (ED. 2020-21) FOR DETAILS AND SPECIFICATIONS OF ALL CURB AND GUTTERS CALLED FOR IN THESE PLANS WITHIN PUBLIC RIGHTS OF WAY. 17. WHERE ASPHALT PAVING MEETS CONCRETE PAVING SUCH AS AT CONCRETE CURBING. THE ASPHALT SHOULD BE FINISHED 1" TO 1" ABOVE THE CONCRETE SURFACE TO ALLOW FOR FURTHER TRAFFIC COMPACTION OF THE ASPHALT. 18. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE SOIL AND/OR PAVEMENT TESTING WITH THE GEOTECHNICAL ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE GEOTECHNICAL SOILS REPORT. UPON COMPLETION OF WORK, THE GEOTECHNICAL ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS 19. CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH GRADE (CLEAN OUT MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT. 20. ALL CONCRETE SIDEWALKS SHALL BE CONSTRUCTED PER FDOT DESIGN INDEX (ED. 2020/2021) #522-001. 21. SITEWORK SHALL COMPLY WITH 2020 FLORIDA BUILDING CODE AND FLORIDA ACCESSIBILITY CODE. 22. ANY EXISTING WELLS (I.E. ARTESIAN, IRRIGATION, DRINKING, ETC.) DISCOVERED ON-SITE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL APPLICABLE JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED AND SHALL COPY THE CITY OF WINTER SPRINGS ON ANY WELL ABANDONMENT PERMITS. 23. . ANY WELL DISCOVERED DURING EARTHWORK OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES, OWNER, AND OWNER'S ENGINEER WITHIN 24 HOURS AFTER DISCOVERY IS MADE. TREES AND VEGETATION 1. THE CONTRACTOR IS TO MINIMIZE THE REMOVAL OF VEGETATION TO THE GREATEST EXTENT PRACTICAL. NO TREES SHALL BE REMOVED OR DAMAGED WITHOUT OWNER'S APPROVAL. TREES IN CLOSE PROXIMITY TO CONSTRUCTION SHALL BE PROTECTED BY ORANGE FENCING. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS AND RETENTION AND DETENTION FACILITIES UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO THEIR ORIGINAL CONDITION. 3. REFER TO LANDSCAPE PLANS FOR DETAILS REGARDING TREE REMOVAL AND TREE PRESERVATION.

#### I. THE INSTALLATION, SHAPE, AND SIZE OF ALL SIGNS AND THEIR LETTERING SHALL COMPLY WITH THE LATEST EDITIONS OF THE U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, ED. 2009" (MUTCD), AND THE F.D.O.T. "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, ED. 2020-2021", AND THE F.D.O.T. "DESIGN STANDARDS, ED. 2019/2020". WHERE CONFLICTS EXIST BETWEEN THE PLANS AND THE ABOVE MENTIONED SPECIFICATIONS, THE MORE STRINGENT CRITERIA SHALL PREVAIL.

PAVEMENT MARKING AND SIGNAGE

- 2. STOP BARS AND STOP SIGNS ARE TO BE PROVIDED AT ALL INTERNAL, ONSITE INTERSECTIONS, WITH THE EXCEPTION OF SIGNALIZED INTERSECTIONS (UNLESS OTHERWISE NOTED).
- 3. ALL PAVEMENT MARKINGS SHALL COMPLY WITH F.D.O.T. STANDARD INDEX #711-001 (ED. 2020/2021).

## STORM DRAINAGE SYSTEM

- THE LATEST EDITION OF F.D.O.T. "DESIGN STANDARDS" (ED. 2020/2021) IS REFERRED TO FOR THE STRUCTURAL DESIGN OF DRAINAGE STRUCTURES SPECIFIED IN THESE PLANS, AS REFERENCÈD BY STÁNDARD INDEX. ALL SPECIALTY DRAINAGE STRUCTURES REQUIRE SEPARATE STRUCTURAL DESIGN, WHICH IS NOT INCLUDED IN THESE PLANS. STATION OFFSETS ARE TO THE CENTERLINE OF THE STRUCTURE TOP (I.E. DITCH BOTTOM INLET OR CURB INLET TOP), AS OPPOSED TO THE STRUCTURE BASE.
- 2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED
- PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. LENGTHS OF PIPE SHOWN WHICH TERMINATE WITH MITERED END OR FLARED END SECTIONS ARE MEASURED TO THE DOWNSTREAM INVERT OF THE MITERED END OR FLARED END SECTION.
- 4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS.
- 5. CONSTRUCTION OF THE STORM WATER MANAGEMENT SYSTEM MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
- 6. STORM WATER PIPES, STRUCTURES, MINIMUM COVER, AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH F.D.O.T. AND THE CITY OF WINTER SPRINGS STANDARDS AND SPECIFICATIONS.
- 7. DURING CONSTRUCTION, NO DIRECT DISCHARGE OF WATER TO DOWNSTREAM RECEIVING WATERS WILL BE ALLOWED. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER QUALITY AND SHALL ROUTE DISCHARGE WATER IN SUCH A MANNER AS TO ADEQUATELY REMOVE SILT PRIOR TO RUNOFF FROM THE SITE.
- 8. ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT STANDARD DESIGN INDEX (ED. 2020/2021) #430-001 9. THE CONTRACTOR SHALL MAINTAIN AND PROTECT THE STORMWATER COLLECTION SYSTEM (INLETS, PIPES) FROM EXCESSIVE MUD, SILT, DIRT, DEBRIS, TRASH, ETC. UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE INSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL CLEAN AND FLUSH STORM PIPES AND INLETS OF ALL EXCESSIVE SILT, DEBRIS, ETC. THE CITY OF WINTER SPRINGS SHALL BE NOTIFIED

#### SAFETY

- ALL SUBSURFACE CONSTRUCTION SHALL COMPLY WITH THE "TRENCH SAFETY ACT". THE CONTRACTOR SHALL INSURE THAT THE METHOD OF TRENCH PROTECTION AND CONSTRUCTION IS IN COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REGULATIONS. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
- 2. DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS/HER PERSONNEL. LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION. THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS" SHALL BE FOLLOWED IN THE DESIGN, APPLICATION, INSTALLATION, MAINTENANCE AND REMOVAL OF ALL TRAFFIC CONTROL DEVICES, WARNING DEVICES AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND CONSTRUCTION PERSONNEL FROM HAZARDS WITHIN THE PROJECT LIMITS. CONTRACTOR SHALL PROVIDE FOR THE SAFETY AND CONTROL OF LOCAL TRAFFIC DURING CONSTRUCTION. ADDITIONAL INFORMATION MAY BE REQUIRED IF LANE CLOSURE DURATIONS ARE LONGER THAN DAYTIME

### **DEMOLITION**

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.

2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.

- 3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.
- 4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".
- 5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.
- 6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.
- 7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".
- 8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION.

#### **DEWATERING NOTES**

- DURING THE EXCAVATION OF THE STORMWATER FACILITIES, AND IF GROUNDWATER IS ENCOUNTERED, THE CONTRACTOR SHALL CONSTRUCT A SEDIMENT BASIN TO PROVIDE A DISCHARGE POINT FOR DEWATERING. THE SEDIMENT BASIN CAN BE IN THE PROPOSED EXCAVATION AREA OF A POND OR IT CAN BE A BERMED AREA ABOVE GROUND. ALL DEWATERING MUST BE HELD IN THE SEDIMENT AREA UNTIL THE WATER IS CLEAN SUCH THAT THERE WOULD BE NO TURBID DISCHARGE. AFTER THE WATER IN THE SEDIMENT BASIN IS CLEAN, THE WATER MAY BE RELEASED INTO THE ON-SITE POND PROVIDED THERE IS NO ADVERSE IMPACT TO THE EXISTING WATER QUALITY.
- 2. UNDER NO CIRCUMSTANCES WILL THE DISCHARGE FROM THE ON-SITE DEWATERING BE DIRECTLY DISCHARGED OFFSITE.
- 3. IF CONTRACTOR ENCOUNTERS SILTY/CLAY SAND, WHICH CAUSES THE WATER TO BECOME TURBID, HE/SHE SHALL TREAT THE SEDIMENT BASIN WITH CHEMICAL ADDITIVE SUCH AS ALUM IN ORDER TO PROMOTE THE COAGULATION OF THE PARTICLES WHICH ALLOW THE TO SETTLE AND THE WATER TO BECOME LESS TURBID. IF TURBID WATER ENCOUNTERED DURING EXCAVATION OF THE PONDS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY TO DETERMINE THE COURSE OF ACTION THAT IS APPROPRIATE TO ELIMINATE THE TURBIDITY AND ALLOW DISCHARGE THAT MEETS WATER QUALITY STANDARDS.
- 4. THE CONTRACTOR SHALL SEQUENCE THE EXCAVATION OF THE STORMWATER PONDS SUCH THAT A SEDIMENT BASIN WILL BE AVAILABLE AT ALL TIMES. THE SEDIMENT BASIN CAN BE RELOCATED AS NECESSARY SUBJECT TO THE WATER WITHIN THE SEDIMENT BASIN BEING NON-TURBID AND ACCEPTABLE FOR DISCHARGE OFF-SITE.

## EARTHWORK / GRADING / DEMUCKING PROCEDURES

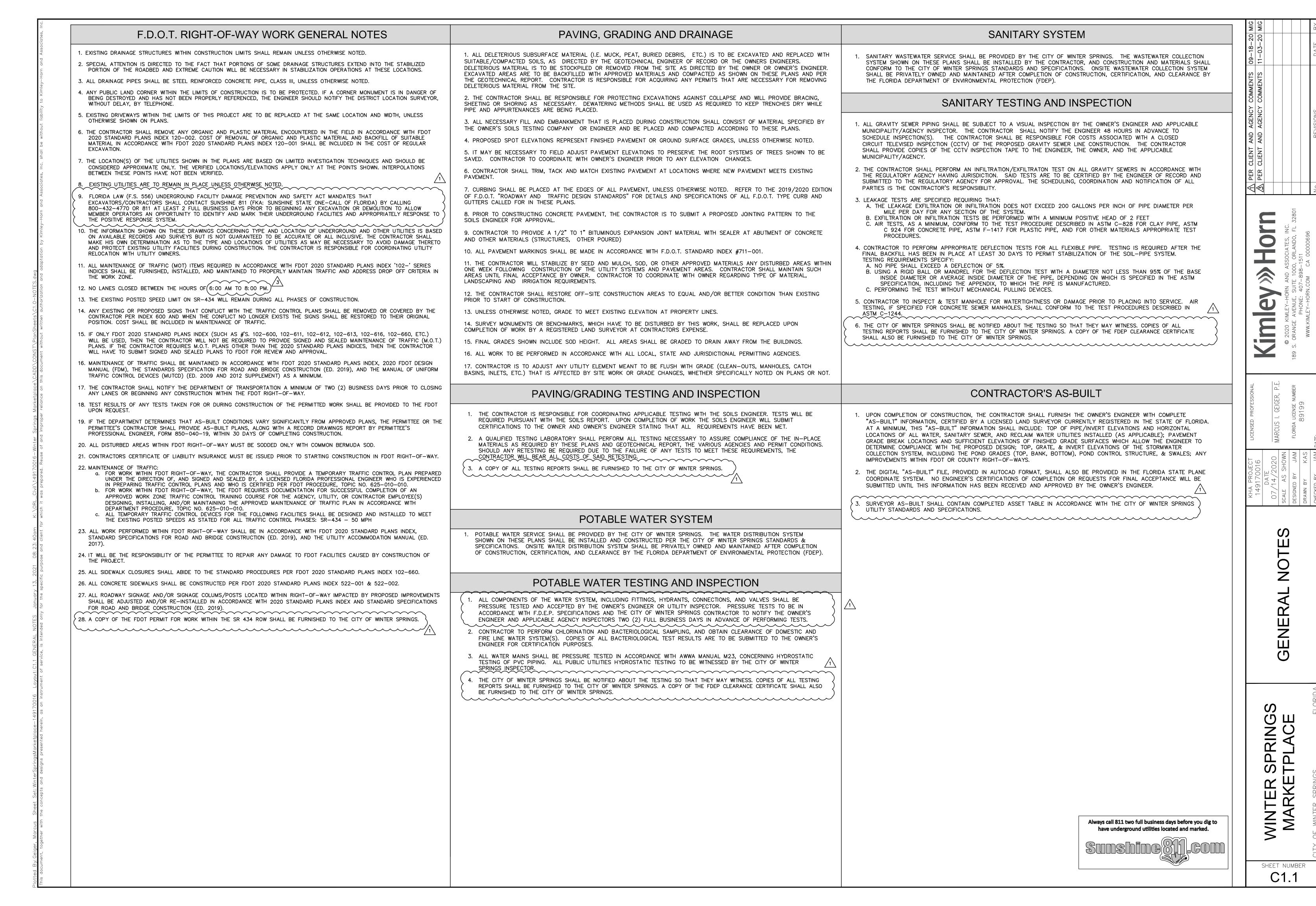
- . A GEOTECHNICAL ENGINEERING INVESTIGATION REPORT HAS BEEN PREPARED, OF WHICH COPIES ARE AVAILABLE THROUGH THE OWNER OR THEIR SOIL TESTING COMPANY. A GEOTECHNICAL ENGINEER SHALL BE RETAINED BY THE CONTRACTOR TO PROVIDE ON-SITE INSPECTIONS DURING EXCAVATION/FILL OPERATIONS AND TESTING OF THE COMPACTED FILL SO THAT PROPER DOCUMENTATION OF THE REQUIRED COMPACTING CRITERIA CAN BE PROVIDED. THE CITY OF WINTER SPRINGS SHALL BE COPIED ON ALL INSPECTION REPORTS.
- 2. CONTRACTOR TO FOLLOW THE GUIDANCE OF THE REFERENCED GEOTECHNICAL ENGINEERING INVESTIGATION REPORT OR  $\sqrt{1}$ INDICATE WHETHER ON-SITE GEOTECHNICAL ENGINEER SHALL DETERMINE DEPTH OF DEMUCKING AND/OR REMOVAL OF UNSUITABLE FILL.
- 3. ALL EXISTING DEBRIS (ABOVE OR BELOW GROUND), CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE BY THE CONTRACTOR. IN ACCORDANCE WITH APPLICABLE REGULATORY AGENCY REQUIREMENTS IN A LEGAL MANNER.
- 4. UNLESS OTHERWISE NOTED, GRADE TO MEET EXISTING ELEVATION AT PROPERTY LINES. FINAL GRADES SHOWN INCLUDE SOD HEIGHT. PROPOSED SPOT ELEVATIONS REPRESENT FINISHED PAVEMENT OR GROUND SURFACE GRADES. UNLESS OTHERWISE NOTED. IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. CONTRACTOR TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES. ALL AREAS SHALL BE GRADED TO DRAIN AWAY FROM THE BUILDINGS.
- 5. ALL DELETERIOUS SUBSURFACE MATERIAL (I.E. MUCK, PEAT, BURIED DEBRIS) IS TO BE EXCAVATED AND REPLACED WITH SUITABLE/COMPACTED SOILS, AS DIRECTED BY THE OWNER OR THEIR SOILS TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ANY PERMITS THAT ARE NECESSARY FOR REMOVING DELETERIOUS MATERIAL FROM THE
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHEETING OR SHORING AS NECESSARY. DEWATERING METHODS SHALL BE USED AS REQUIRED TO KEEP TRENCHES DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED.
- 7. ALL NECESSARY FILL AND EMBANKMENT THAT IS PLACED DURING CONSTRUCTION SHALL CONSIST OF MATERIAL SPECIFIED BY THE OWNER'S SOILS TESTING COMPANY OR ENGINEER AND BE PLACED AND COMPACTED ACCORDING TO THESE PLANS.
- 8. THE CONTRACTOR SHALL INSURE THAT PROPER SOIL DENSITIES ARE ACHIEVED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT SOILS TESTING HAS BEEN PERFORMED PRIOR TO FINAL INSTALLATION OF IMPROVEMENTS.
- 9. ANY UNSUITABLE ORGANIC SOIL SHALL BE EXCAVATED TO A MINIMUM MARGIN OF 6 FEET BEYOND ITS PERIPHERY EXCAVATED TO EXPOSE THE UNDERLYING NON-ORGANIC FINE SAND.
- 10. IF DETERMINED NECESSARY, DEWATERING DURING EXCAVATING/BACKFILLING OPERATIONS MAY BE ACCOMPLISHED BY DITCHING AND THE USE OF SUMP PUMPS AND/OR OTHER METHODS (WELL POINTS), AS NECESSARY. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS FOR DEWATERING ACTIVITIES THAT MAY BE REQUIRED.
- 11. UPON APPROVAL OF THE GEOTECHNICAL ENGINEER, THE EXCAVATED AREAS MAY BE BACKFILLED WITH CLEAN FINE SAND FREE OF UNSUITABLE OR DELETERIOUS MATERIAL. HOWEVER, THE FILL SHOULD NOT BE PLACED IN MORE THAN 6 INCHES OF STANDING WATER. ONCE THE FILL IS AT LEAST 2 FEET ABOVE THE DEWATERED LEVEL, BACKFILLING MAY PROCEED AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
- 12. SEDIMENT CONTROL MEASURES SHOULD BE EMPLOYED DURING THE CONSTRUCTION PROCESS TO KEEP THE POND FROM RECEIVING SIGNIFICANT AMOUNTS OF STORMWATER RUNOFF FROM THE SURROUNDING CONSTRUCTION SITE. THIS RUNOFF IS LIKELY TO CONTAIN SUSPENDED FINE-GRAINED SOIL PARTICLES THAT CAN IMPEDE THE INFILTRATION CAPACITY OF THE PONDS IF ALLOWED TO SETTLE OUT ON THE POND BOTTOMS. IF DEWATERING EFFLUENT OR STORMWATER RUNOFF FROM THE ACTIVE CONSTRUCTION SITE IS DISCHARGED TO THE POND, CONTRACTOR SHALL SCRAPE AND REMOVE FINE-GRAINED SEDIMENTS THAT HAVE ACCUMULATED ON THE POND BOTTOM, AND REPLACE WITH SUITABLE SOIL TO THE PLAN SPECIFIED GRADE ELEVATIONS. REQUIRED DEPTH OF SCRAPE AND REMOVAL SHALL BE DETERMINED BY GEOTECHNICAL ENGINEER.

Always call 811 two full business days before you dig to have underground utilities located and marked.

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SHEET NUMBER C1.0



**\_** 114

# STORMWATER POLLUTION PREVENTION PLAN

#### SITE DESCRIPTION

PROJECT NAME AND LOCATION WINTER SPRINGS MARKETPLACE TAX PARCEL: 36-20-30-502-0000-0070, 36-20-30-502-0000-0080, 36-20-30-502-0000-0090, 36-20-30-5AR-0A00-008F ORANGE COUNTY, FLORIDA

\*SEE COVER SHEET FOR LOCATION MAP

#### DEVELOPER NAME AND ADDRESS

TUSKAWILLA PROPERTY INVESTORS, LLC 630 SOUTH MAITLAND AVE., SUITE 100 MAITLAND, FL 32751 CONTACT: RYAN STAHL PHONE: (407) 352-0277 EMAIL: rstahl@equinox-development.com

#### PROJECT DESCRIPTION

THIS PROJECT IS TO DEVELOP MULTIPLE LOTS WITHIN THE PARCEL TOTALING 10.12 ACRES. THE SITE WILL CONSIST OF ABOUT 57,870 SF OF COMMERCIAL, RETAIL, AND RESTAURANT SPACE. SITE IS LOCATED AT SOUTHWEST CORNER OF INTERSECTION OF TUSKAWILLA RD AND SR-434 IN WINTER SPRINGS, SEMINOLE COUNTY, FL.

PROJECT AREA: 10.23 ACRES CONTRIBUTING DRAINAGE AREA: 10,23 ACRES

CONTROL STRUCTURE

CS-A

LONGITUDE: 81°15'47.71"W LATITUDE: 28°41'44.80"N

CS-B

LONGITUDE: 81°15'49.48"W LATITUDE: 28°41'44.89"N

LONGITUDE: 81°15'51.87"W LATITUDE: 28°41'44.90"N

ULTIMATE RECEIVING WATERS: LAKE JESSUP via MASTER SYSTEM

#### ACTIVITIES THAT REQUIRE EROSION CONTROL

SITE CLEARING AND GRUBBING; PROVIDING A STABILIZED CONSTRUCTION ENTRANCE, PERIMETER, AND OTHER EROSION AND SEDIMENT CONTROLS: EXCAVATION FOR THE RETENTION POND; SITE GRADING; INSTALLATION OF STORM WATER, SANITARY SEWER, AND WATER STRUCTURES; CURB, ROADWAYS, AND PARKING FACILITIES.

\*SEE PLANS FOR THE LOCATION OF TEMPORARY SEDIMENT BARRIERS AND OTHER EROSION CONTROL METHODS.

#### SOIL PARAMETERS

### SOIL TYPES:

SERIES NAME	HYDROLOGIC GROUP
MYAKKA AND EAUGALLIE FINE SANDS	A
PAOLA-ST. LUCIE SANDS, 0 TO 5 PERCENT SLOPES	D
TAVARES-MILLHOPPER COMPLEX, 0 TO 5 PERCENT SLOPES	D

#### **SEQUENCE OF MAJOR ACTIVITIES**

THE ORDER OF CONSTRUCTION IS AS FOLLOWS:

- 1. PROVIDE STABILIZED CONSTRUCTION ENTRANCE
- 2. INSTALL SILT FENCES AND OTHER EROSION CONTROL METHODS
- 3. CLEAR AND GRUB FOR SEDIMENT BASIN AND EARTH DIKE
- 4. CONSTRUCT EARTH DIKE AND SEDIMENT BASIN
- 5. FINISH CLEARING AND GRUBBING
- 6. REMOVE AND STORE TOPSOIL
- 7. PROVIDE INITIAL GRADING AS REQUIRED
- 8. STABILIZE ALL DISTURBED AREAS AS SOON AS POSSIBLE
- 9. INSTALL UTILITIES, STORM SEWER, CURB AND GUTTER
- 10. INSTALL BASE TO ROAD AND PARKING AREA
- 11. FINISH GRADING ENTIRE SITE
- 12. CONSTRUCT FINAL PAVING 13. REMOVE ACCUMULATED SEDIMENT
- 14. REMOVE ANY ITEMS THAT ARE NOT REQUIRED

#### TIMING OF CONTROL MEASURES

THE INSTALLATION OF SILT FENCE (AND OTHER EROSION CONTROL MEASURES), A STABILIZED ENTRANCE AND SEDIMENT BASIN SHALL OCCUR PRIOR TO CLEARING AND GRUBBING ACTIVITY. AFTER CONSTRUCTION IS COMPLETE, THE ACCUMULATED SEDIMENT SHALL BE REMOVED AND THE AREAS SHALL BE REGRADED AND PERMANENTLY STABILIZED AS SHOWN ON THE PLANS.

#### **EROSION AND SEDIMENT CONTROLS**

BEST MANAGEMENT PRACTICES SHALL BE USED FOR THIS PROJECT TO CONTROL EROSION AND TURBIDITY CAUSED BY STORM WATER RUN-OFF. THE LOCATION AND DETAILS OF EROSION CONTROL METHODS ARE SHOWN ON THE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR PLACING AND MAINTAINING THESE CONTROL METHODS AS SHOWN ON THE PLANS OR AS REQUIRED. HE/SHE SHALL ALSO PROVIDE THE REQUIRED EROSION PROTECTION AS REQUIRED BY LOCAL. STATE AND FEDERAL LAW.

#### STORM WATER MANAGEMENT

STORM WATER COLLECTION SHALL BE MANAGED BY A PROPOSED WET AND DRY POND SYSTEM, AS WELL AS A PROPOSED EXFILTRATION SYSTEM, THE POND SYSTEM HAS BEEN DESIGNED TO MEET OR EXCEED ALL THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND CITY OF WINTER SPRINGS,

#### **STABILIZATION PRACTICES:**

TEMPORARY STABILIZATION - TOPSOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASE. SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THE TEMPORARY SEED REQUIRED CAN BE FOUND IN TABLE 1.65 A OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, WHERE SOILS ARE ACIDIC 2 TONS OF PULVERIZED AGRICULTURAL LIMESTONE SHOULD BE ADDED PER ACRE AND 450 POUNDS OF 10-20-20 FERTILIZER SHALL BE APPLIED TO EACH ACRE. AFTER SEEDING, EACH AREA SHALL BE IMMEDIATELY MULCHED WITH STRAW OR EQUIVALENT EQUAL. AREAS OF THE SITE WHICH ARE TO BE PAVED SHALL BE TEMPORARILY STABILIZED BY APPLYING GEOTEXTILE AND STONE SUB-BASE UNTIL BITUMINOUS PAVEMENT CAN BE APPLIED.

PERMANENT STABILIZATION - DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES PERMANENTLY CEASE SHALL BE STABILIZED WITH PERMANENT SEED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY. THE APPROPRIATE PERMANENT SEED MIX CAN BE FOUND IN TABLES 1.66A, 1.66B AND 1.66C OF THE FLORIDA DEVELOPMENT MANUAL. PRIOR TO SEEDING, 2 TONS/ACRE OF FINELY GROUND AGRICULTURAL LIMESTONE AND THE PROPER FERTILIZER BASED ON THE TYPE OF SEEDING SHALL BE APPLIED TO EACH ACRE TO PROVIDE PLANT NUTRIENTS. AFTER SEEDING, EACH AREA SHALL BE MULCHED IMMEDIATELY. ALL RETENTION/DETENTION BASINS SHALL BE SODDED AT LEAST TO THE NORMAL WATER LINE. ALL EXPOSED AREAS WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE SOLID SODDED, OTHER AREAS WITH SLOPES STEEPER THAN 4:1 SHALL BE SODDED.

#### STRUCTURAL PRACTICES:

EARTH DIKE - IF REQUIRED, AN EARTH DIKE SHALL BE CONSTRUCTED ALONG THE SITE PERIMETER. A PORTION OF THE DIKE SHALL DIVERT RUN-ON AROUND THE CONSTRUCTION SITE. THE REMAINING PORTION OF THE DIKE SHALL COLLECT RUNOFF FROM THE DISTURBED AREA AND DIRECT THE RUNOFF TO THE SEDIMENT BASIN.

SEDIMENT BASIN - A SEDIMENT BASIN SHALL BE CONSTRUCTED IN THE COMMON DRAINAGE AREA FOR THE SITE. ALL SEDIMENT COLLECTED IN THE BASIN MUST BE REMOVED FROM THE BASIN UPON COMPLETION OF CONSTRUCTION. SEDIMENT FROM THE BASIN MAY BE USED AS FILL ON THE SITE IF IT IS SUITABLE

#### WASTE DISPOSAL

WASTE MATERIALS - ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.

HAZARDOUS WASTE - HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.

SANITARY WASTE - SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.

#### OFF-SITE TRACKING

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT, OR OTHER MATERIALS TRACKED OR SPILLED ONTO EXISTING PUBLIC ROADS AND FACILITIES, DUE TO CONSTRUCTION. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.

#### **DUST & DEBRIS CONTROL**

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL WITHIN THE CONSTRUCTION LIMITS AS WELL AS ALONG HAUL ROUTES AND ROADWAYS USED BY THE EQUIPMENT AND VEHICLES. THE CONTRACTOR SHALL ENSURE THAT EXCESSIVE DUST IS NOT TRANSPORTED BEYOND THE LIMITS OF CONSTRUCTION IN POPULATED AREAS. THE CONTRACTOR MAY CONTROL DUST FOR EMBANKMENTS OR OTHER CLEARED OR UNSURFACED AREAS BY APPLYING WATER. INSTALL MULCH, SEED, SOD, OR TEMPORARY PAVING AS EARLY AS PRACTICAL. CONTROL DUST DURING STORAGE AND HANDLING OF DUSTY MATERIALS BY WETTING, COVERING, OR OTHER MEANS AS APPROVED BY THE

DEBRIS SHALL NOT BE ALLOWED TO ACCUMULATE ON THE PROJECT SITE.

#### ITEMS REQUIRING POLLUTION PREVENTION

THE FOLLOWING ITEMS ARE EXPECTED TO BE PRESENT ON THE PROJECT SITE:

-ASPHALT -CLEANING SUPPLIES -CONCRETE -DETERGENTS -FERTILIZERS -MASONARY BLOCK/BRICKS -PAINT -METAL PIECES

THE FOLLOWING ARE NON-STORM WATER SOURCES THAT WILL BE ENCOUNTERED AT THE SITE AND SHOULD BE DIRECTED TO THE SEDIMENT BASIN

-WOOD

PRIOR TO DISCHARGE: -UNCONTAMINATED GROUNDWATER EXPOSED DURING EXCAVATION

-WATER FROM WATER LINE FLUSHING -PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).

#### **SPILL PREVENTION AND CONTROL**

-PETROLEUM BASED PRODUCTS

THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

#### GOOD HOUSEKEEPING

-SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE. USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.

-STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.

-ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.

-ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.

-PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.

-ALL PRODUCTS SHALL BE USED AND DISPOSED OF ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.

#### HAZARDOUS PRODUCTS

-MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION SHALL BE SAVED.

-PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.

#### PRODUCT SPECIFIC PRACTICES

-PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.

-THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO AVOID SPILLS.

-PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.

-CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

#### SPILL CONTROL PRACTICES

IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS OF THIS PLAN, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

-SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.

-THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS,

-ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.

-WHEN CLEANING A SPILL. THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.

-TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.

-AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.

-THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.

#### **MAINTENANCE AND INSPECTION PRACTICES**

THE FOLLOWING ARE MAINTENANCE AND INSPECTION PRACTICES THAT SHALL BE COMPLETED BY THE CONTRACTOR:

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE CHECKED DAILY AND AFTER EACH 0.5 INCH OR GREATER RAINFALL BY THE SUPERINTENDENT OR SOMEONE UNDER HIS/HER DIRECT SUPERVISION.

-ALL SEDIMENT AND EROSION CONTROL METHODS SHALL BE KEPT IN GOOD CONDITION. REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.

-THE SILT FENCE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF FENCE.

-THE SILT FENCE SHALL BE CLEARED OF SEDIMENT WHEN SEDIMENT MEASURES ONE-THIRD THE HEIGHT OF THE FENCE.

-THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. THEY SHALL BE CLEANED WHEN SEDIMENT REACHES 10% OF TOTAL CAPACITY AND AFTER CONSTRUCTION IS COMPLETE.

-DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.

-ALL SEEDING SHALL BE CHECKED FOR PROPER GROWTH AND UNIFORMITY. UNSTABALIZED AREAS SHALL BE RE-SODDED.

-A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.

-THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

#### ADDITIONAL CONTRACTOR RESPONSIBILITIES

-C.O.R. IS REQUIRED TO SUBMIT A SWPPP TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO MOBILIZING TO THE SITE AND INSTALLING ANY BMPS.

-C.O.R. IS REQUIRED TO COMPLY WITH THE REGULATIONS OF THE CITY, WATER MANAGEMENT DISTRICT. AND FDEP IN MANAGING STORMWATER RUNOFF FROM CONSTRUCTION SITES.

-C.O.R. IS REQUIRED TO SUBMIT AND OBTAIN A NOTICE OF INTENT FROM FDEP 

#### POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM. OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION. INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

SIGNED:

JONATHAN A. MARTIN, P.E. FLORIDA REGISTRATION NUMBER: 54055 PROFESSIONAL ENGINEER

#### **CONTRACTOR'S CERTIFICATION**

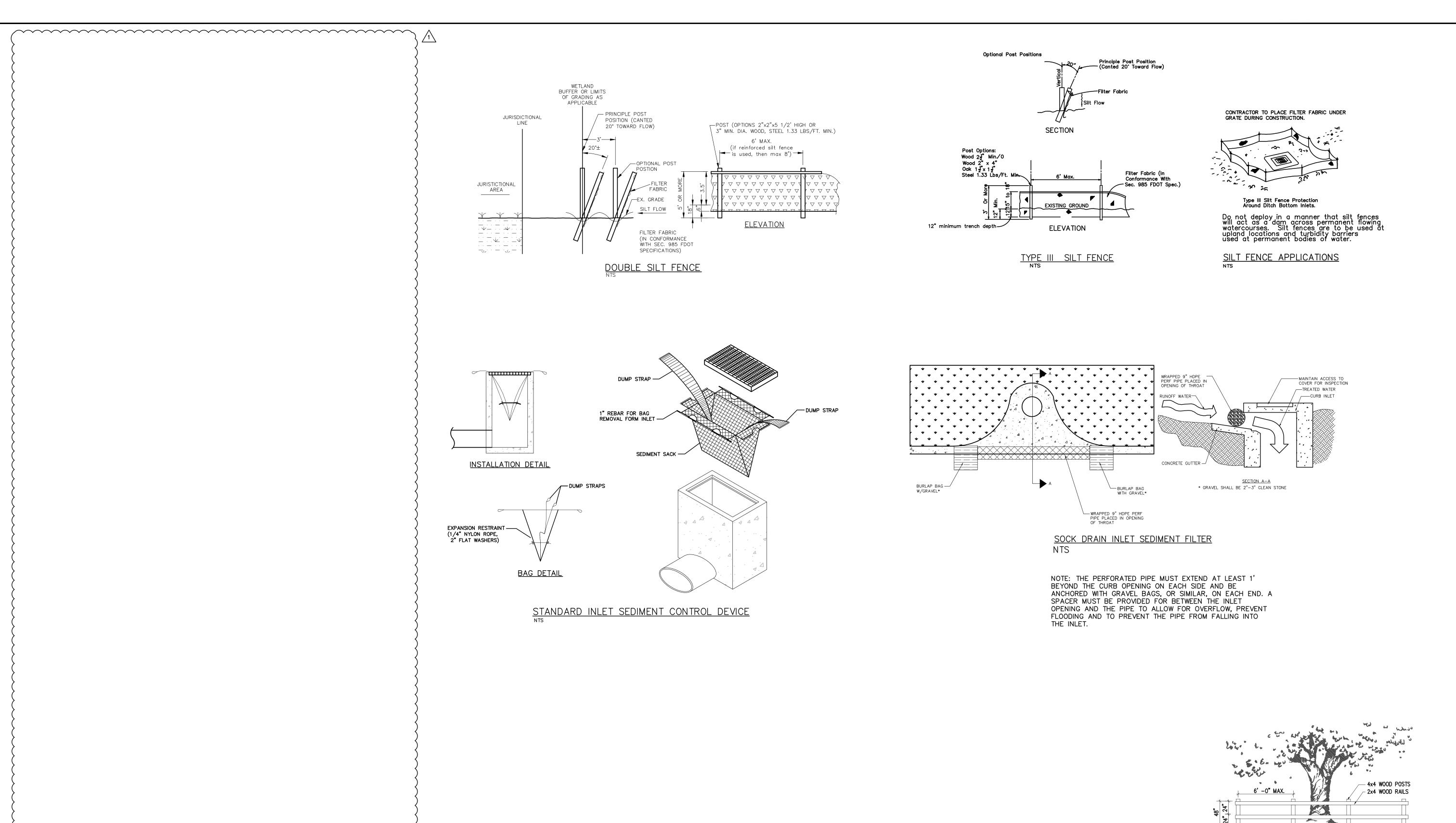
I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FORM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THEREUNDER.

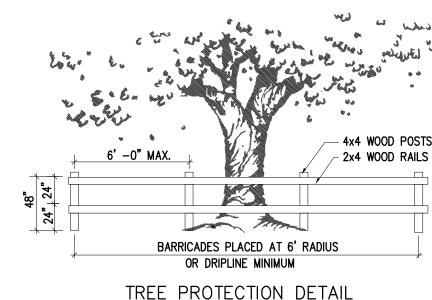
SIGNATURE AND DATE	NAME AND TITLE, COMPANY / ADDRESS AND TELEPHONE NUMBER	RESPONSIBILITY

Always call 811 two full business days before you dig to have underground utilities located and marked.

SWP

SHEET NUMBER

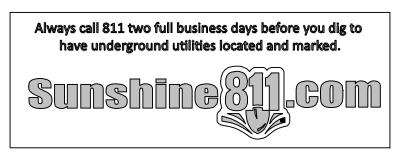




TREE PROTECTION DETAIL

1. ORANGE CONSTRUCTION FENCING CAN BE USED IN LIEU OF WOOD FENCE PER ENGINEER'S REVIEW AND APPROVAL.

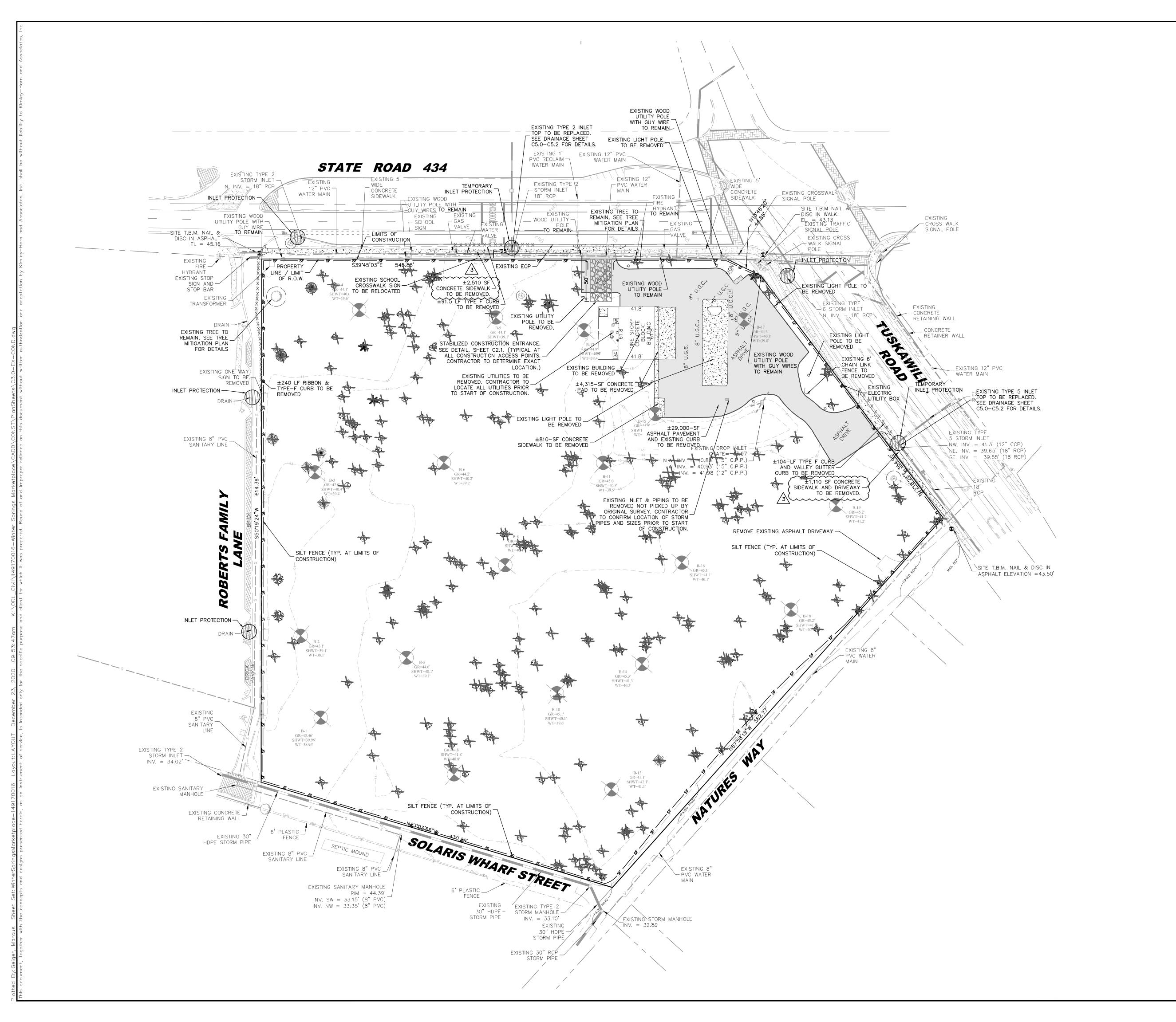
2. NO STOCKPILING OF MATERIAL, TRASH OR DEBRIS SHALL BE PERMITTED WITHIN THE BARRIER. CONTRACTOR SHALL ADJUST AND MAINTAIN BARRIER LIMITS AS NECESSARY TO ACCOMMODATE ADJACENT CONSTRUCTION AS DIRECTED BY OWNER. REMOVE PROTECTION AFTER OWNER'S FINAL ACCEPTANCE OF THE PROJECT.



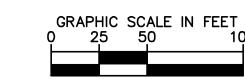
SHEET NUMBER

C2.1

SWPPP







#### SIDEWALK NOTES:

1. ALL SIDEWALK CLOSURES SHALL BE IN ACCORDANCE WITH FDOT DESIGN INDEX #102-600. (PROVIDE TEMPORARY ASPHALT SIDEWALKS AS NEEDED)

#### DATUM/BENCHMARK NOTE:

1. VERTICAL INFORMATION BASE ON SEMINOLE COUNTY BENCHMARK DESIGNATION "473301" ELEVATION = 44.45 NAVD 1988.

#### **EXISTING UTILITY NOTE:**

1. THERE MAY BE ON-SITE UNDERGROUND UTILITIES (INCLUDING BUT NOT LIMITED TO IRRIGATION, SANITARY SEWER, POTABLE WATER LINES, NATURAL GAS LINES, ELECTRIC, TELEPHONE AND CABLE LINES) THAT WERE NOT LOCATED OR IDENTIFIED BY THE PROJECT SURVEYOR. PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ON-SITE UTILITIES AND RIGHT-OF-WAY UTILITIES.

2. FLORIDA LAW (F.S. 556) UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT MANDATES THAT EXCAVATORS/CONTRACTORS SHALL CONTACT SUNSHINE 811 (FKA: SUNSHINE STATE ONE-CALL OF FLORIDA) BY CALLÌNG 800-432-4770 OR 811 AT LEAST 2 FULL BUSINESS DAYS PRIOR TO BEGINNING ANY EXCAVATION OR DEMOLITION TO ALLOW MEMBER OPERATORS AN OPPORTUNITY TO IDENTIFY AND MARK THEIR UNDERGROUND FACILITIES AND APPROPRIATELY RESPONSE TO THE POSITIVE RESPONSE SYSTEM. 

#### **DEMOLITION NOTES:**

1. SEE ADDITIONAL NOTES, SHEET C1.0. ANY EXISTING WELLS (I.E. ARTESIAN, IRRIGATION,

DRINKING, ETC.) DISCOVERED ON-SITE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL APPLICABLE JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED. ANY WELL DISCOVERED DURING EARTHWORK OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES, OWNER, AND OWNER'S ENGINEER WITHIN 24 HOURS AFTER DISCOVERY IS MADE. C.O.R. SHALL PROVIDE A COPY OF ANY WELL ABANDONMENT PERMITS TO THE CITY.

#### GEOTECH NOTE:

1. CONTRACTOR TO FOLLOW THE GUIDANCE AND RECOMMENDATIONS AS SPECIFIED WITHIN THE SUBSURFACE SOIL EXPLORATION GEOTECHNICAL ENGINEERING REPORT PERFORMED BY ECS, FLORIDA, LLC. DATED NOV. 15, 2018.

#### EROSION CONTROL NOTE:

- 1. REFER TO SWPPP SHEETS C2.0 FOR ADDITIONAL NOTES & DETAILS.
- 2. INSTALL AND MAINTAIN SILT FENCE PER FDOT.
- 3. PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT ALL CONSTRUCTION ACCESS POINTS.
- 4. UTILIZE PERFORATED SOCK DRAIN (OR EQUIVALENT) IN FRONT OF EXISTING/PROPOSED CURB INLETS ADJACENT
- TO CONSTRUCTION ACTIVITIES. ALONG ALL ROADWAYS. 5. INSTALL AND MAINTAIN FILTER FABRIC UNDER GRATES
- OF ALL EXISTING/PROPOSED INLETS. 6. PROVIDE TREE PROTECTION BARRIERS AROUND ALL EXISTING TREES LOCATED ON-SITE WHICH ARE DESIGNATED TO BE PRESERVED. REFER TO LANDSCAPE PLANS FOR TREES TO REMAIN AND TREE PROTECTION DETAILS/NOTES.

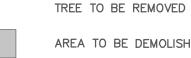
#### BEARING NOTE:

1. BEARING SHOWN HEREON ARE BASED ON THE CENTERLINE OF TUSKAWILLA ROAD AS BEING N13%d18'28"E.

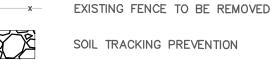
#### **LEGEND**

PROPOSED TYPE III SILT FENCE TREE TO BE PROTECTED

PROPERTY LINE



AREA TO BE DEMOLISHED



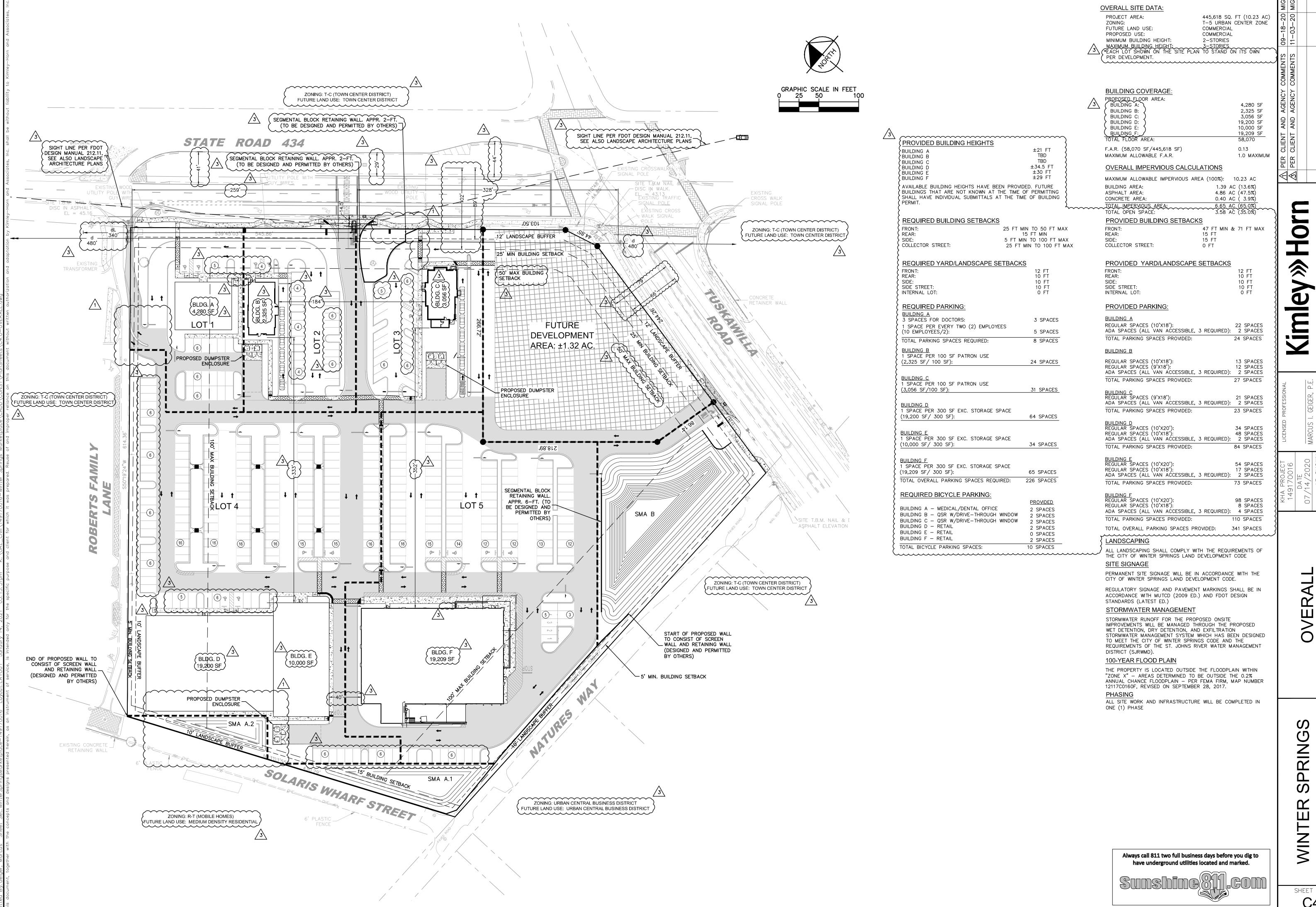
SOIL TRACKING PREVENTION



INLET PROTECTION (FOR DETAIL, SEE SHEET C2.1)

Always call 811 two full business days before you dig to have underground utilities located and marked.

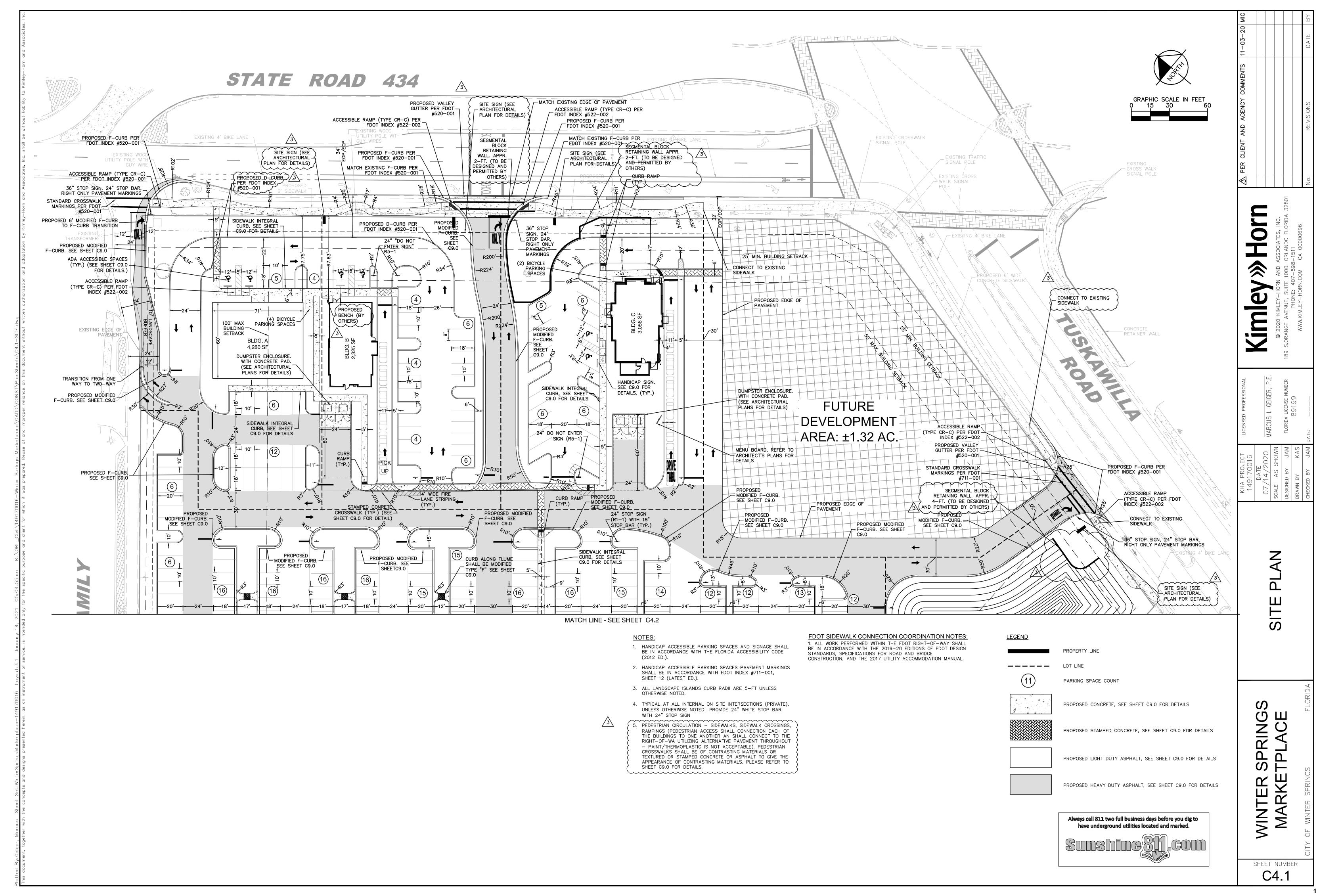
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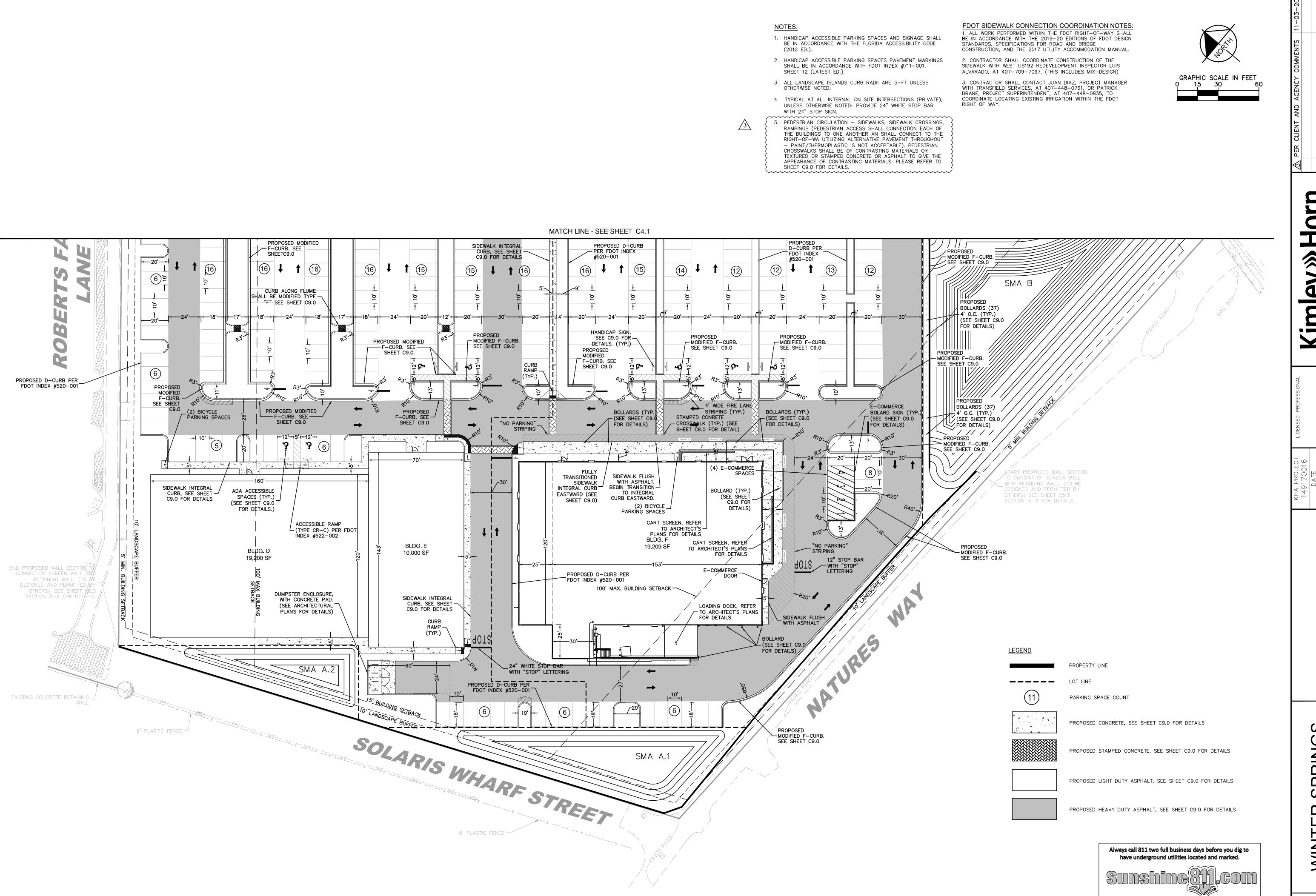


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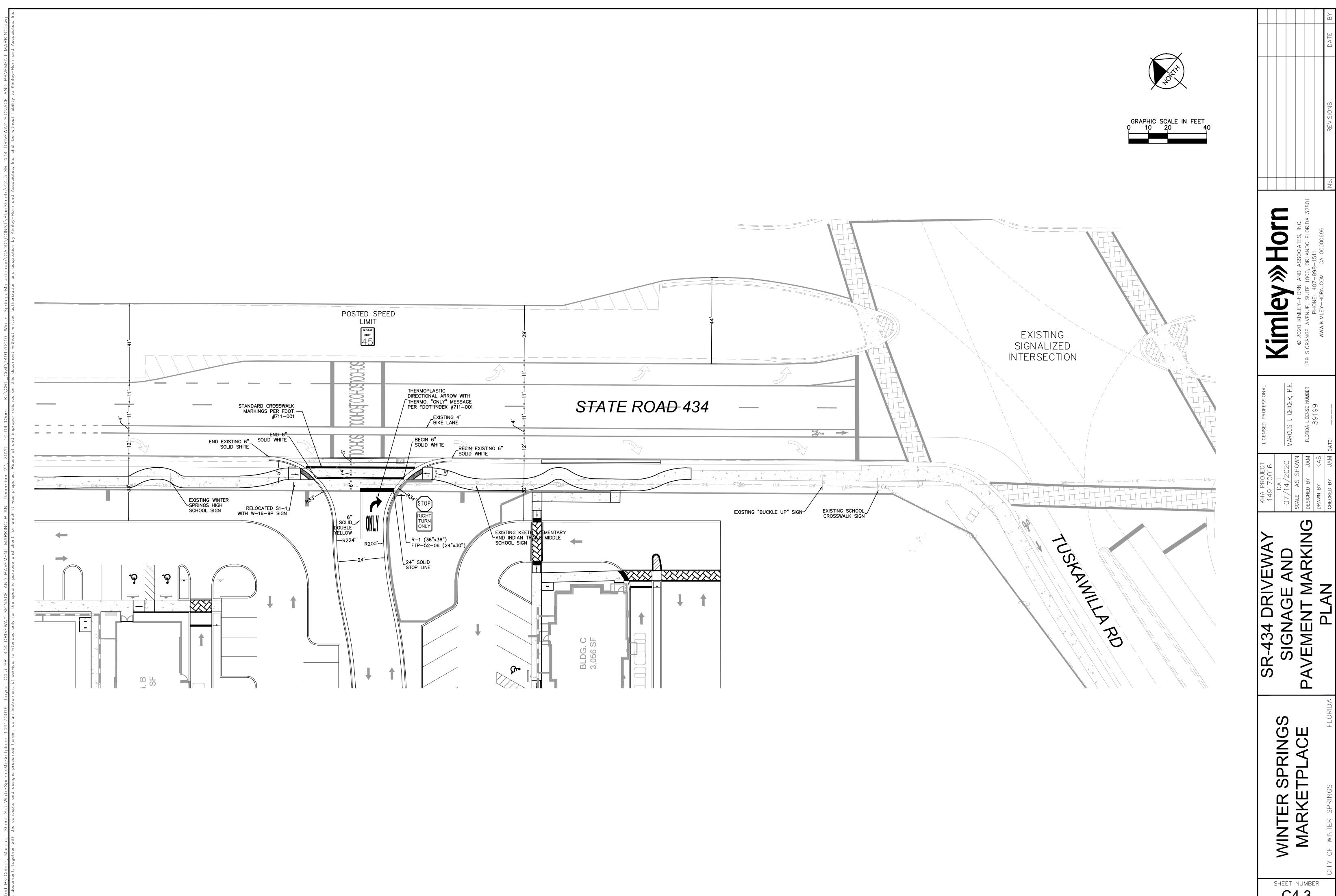
SHEET NUMBER C4.0



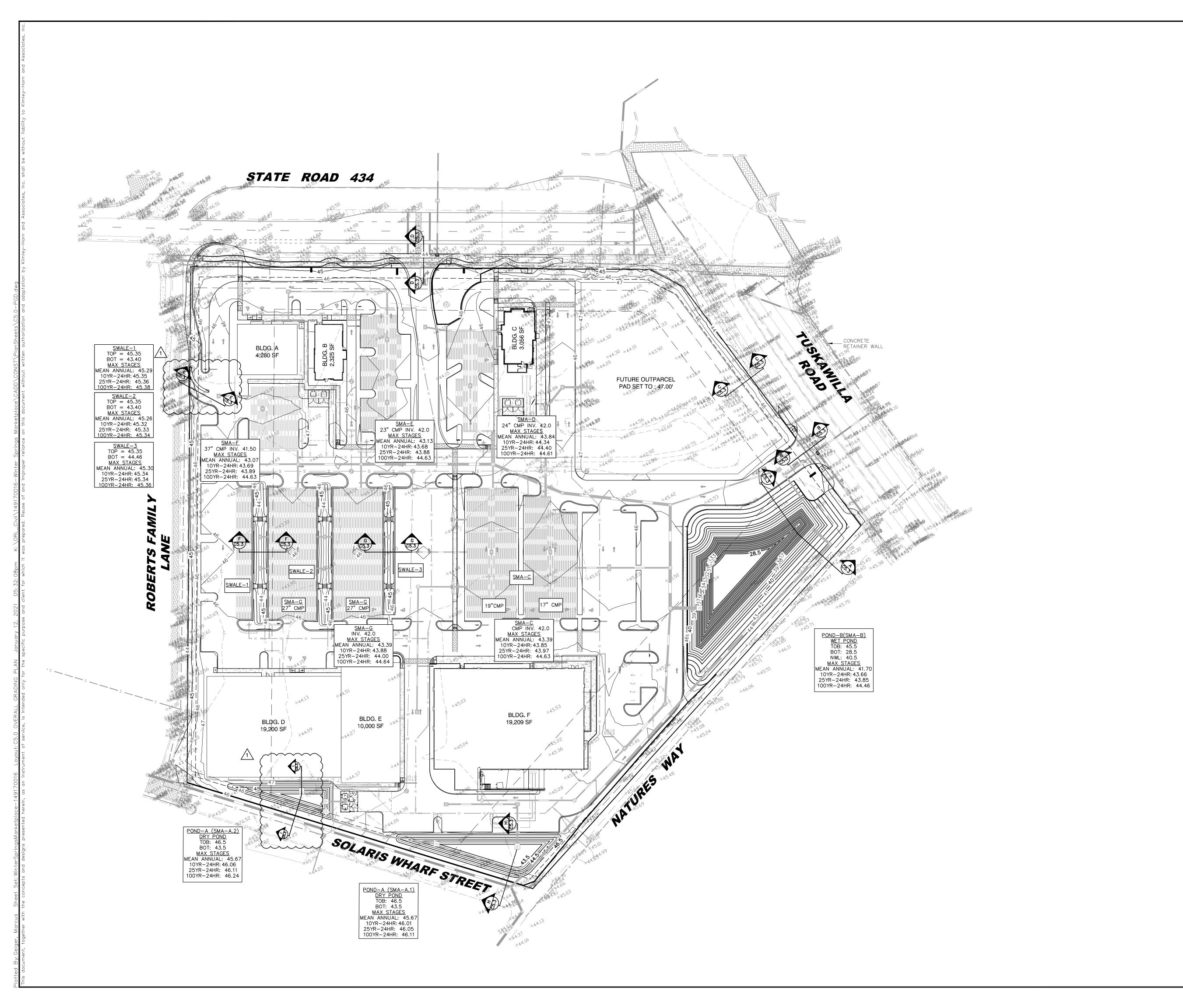


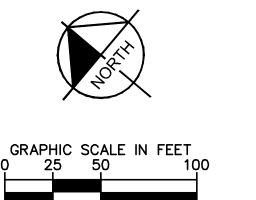
SPF TPL WINTER: MARKE

SHEET NUMBER C4.2



C4.3





## DRAINAGE NOTES:

- REFER TO PGD SHEETS C6.0-C5.2 FOR ADDITIONAL STORM STRUCTURE INFORMATION.
- 2. ALL STORM SEWER PIPING MATERIALS SHALL BE IN ACCORDANCE WITH THE CITY OF WINTER SPRINGS STANDARDS AND SPECIFICATIONS.
- ALL DRAINAGE PIPES SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #430-001.
- FOR EROSION CONTROL NOTES AND DETAILS, REFER TO GENERAL NOTES SHEETS C1.0 AND SWPPP SHEETS C2.0—C2.1.
- ALL PEDESTRIAN SIDEWALKS, PATHWAYS, AND CROSSWALKS SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 1:48 CROSS SLOPE (2.0%), MAX. 1:20 RUNNING SLOPE (5.0%).
- 7. ALL HANDICAP ACCESSIBLE PARKING SPACES SHALL BE CONSTRUCTED NOT TO EXCEED MAX. 2.0% CROSS
- 8. CONNECT ALL ROOF DOWNPOUTS TO 6-INCH HDPE LATERALS. CONNECT LATERALS TO 12-INCH HDPE TRUNK LINES EXTENDING TO STRUCTURES WITH MIN. 1.0% SLOPE, MIN. 16" COVER.

#### GEOTECH NOTE:

- 1. CONTRACTOR TO FOLLOW THE GUIDANCE AND RECOMMENDATIONS AS SPECIFIED WITHIN THE SUBSURFACE SOIL EXPLORATION GEOTECHNICAL ENGINEERING REPORT PERFORMED BY ECS DATED NOVEMBER 15, 2018. DATUM/BENCHMARK:
- 1. ELEVATIONS SHOWN PER NAVD 88. REFER TO SURVEY FOR ADDITIONAL DETAILS AND BENCHMARKS.

#### <u>LEGEND</u>

×44.00	EXISTING SPOT ELEVATION
93.50	PROPOSED ELEVATION
94.00 93.50	PROPOSED TOP OF CURB/ PAVEMENT ELEVATION
— — - 44 - — —	EXISTING CONTOUR
<b>——44</b> ——	PROPOSED CONTOUR
	PROPOSED STORM PIPE
	PROPOSED STORM INLET
	PROPOSED STORM MANHOLE
	EXISTING STORM PIPE
	EXISTING GRATE INLET
	PROPOSED DIRECTION OF SURFACE WATER RUNOFF

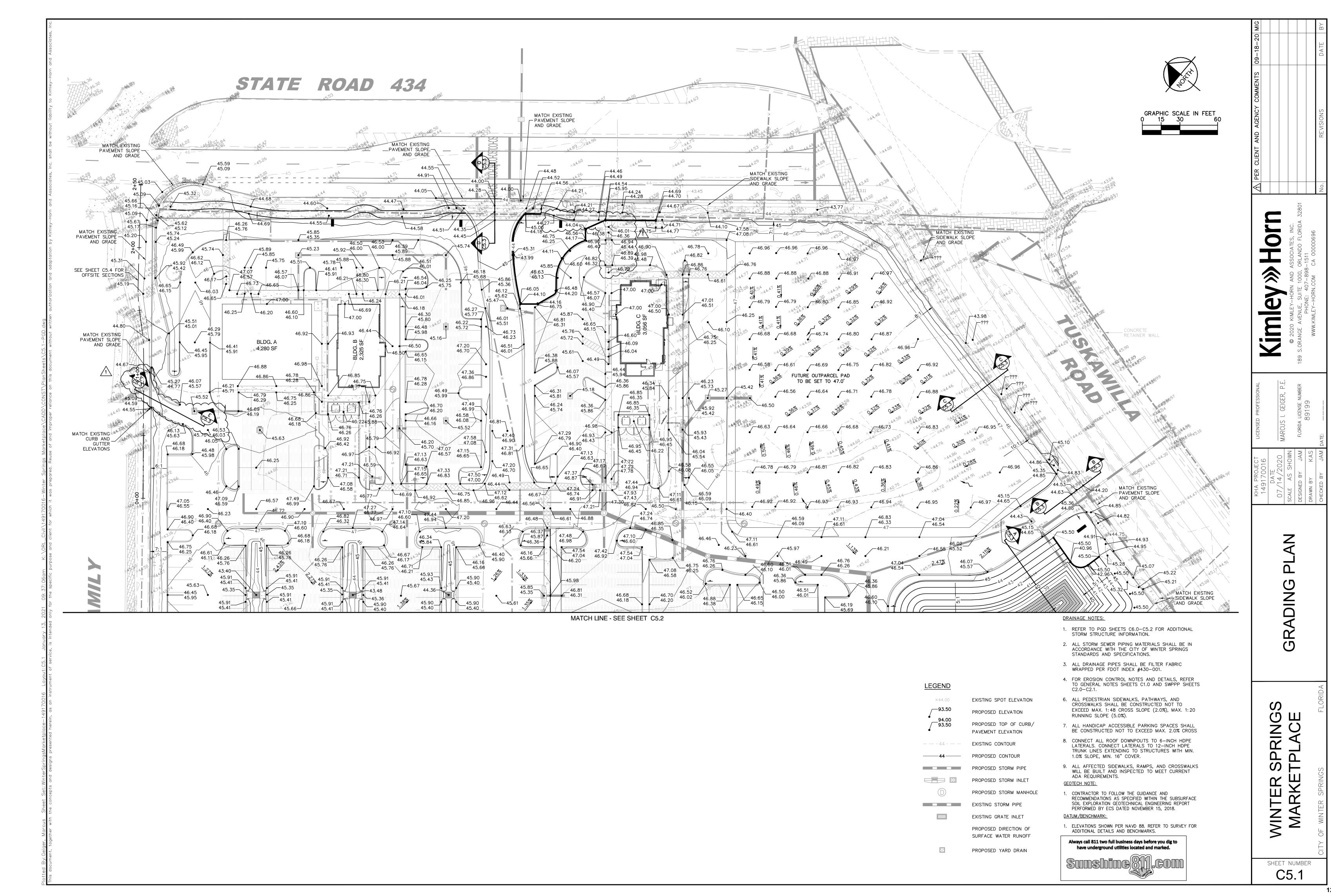
PROPOSED YARD DRAIN

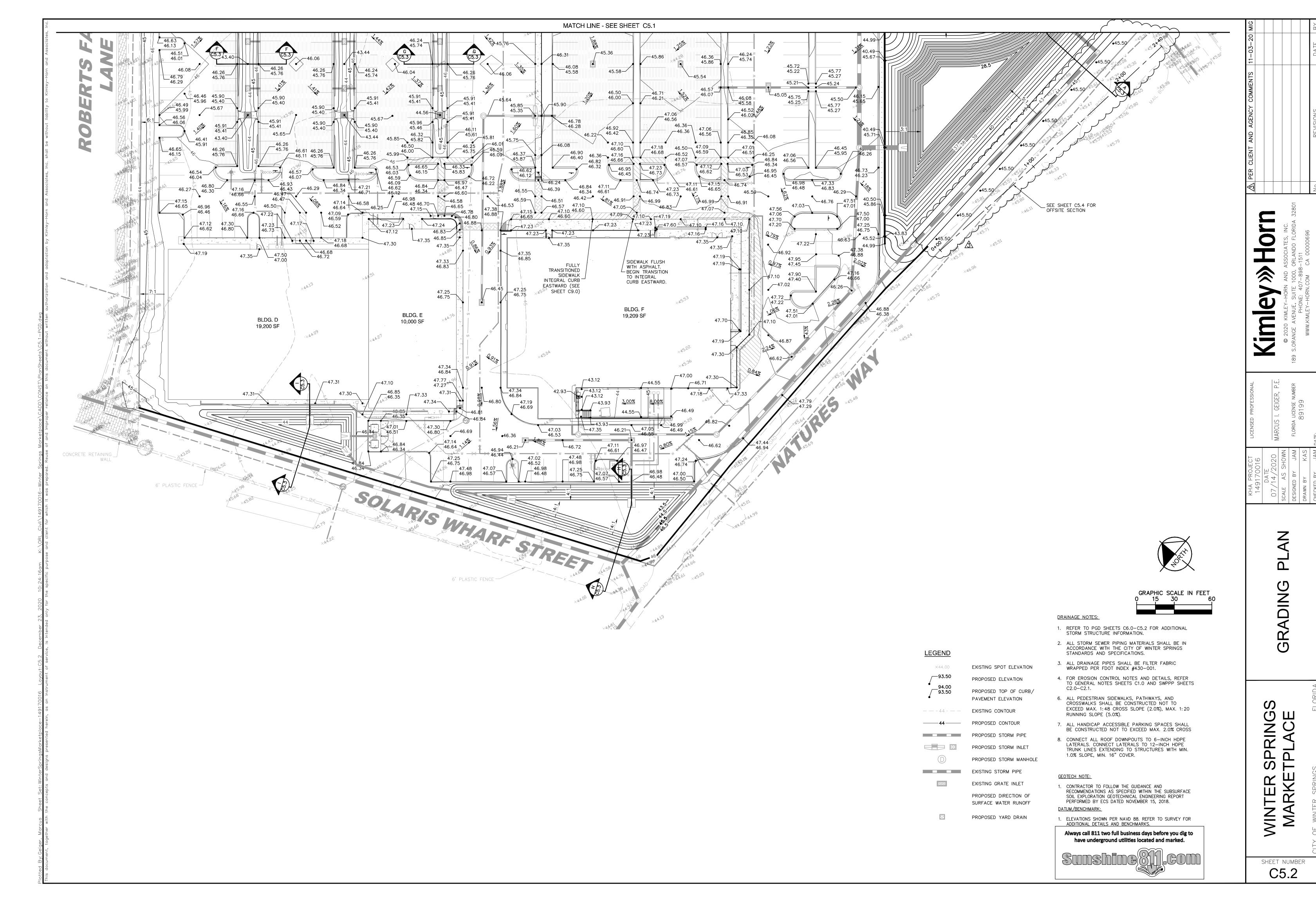
Always call 811 two full business days before you dig to have underground utilities located and marked.

SHEET NUMBER C5.0

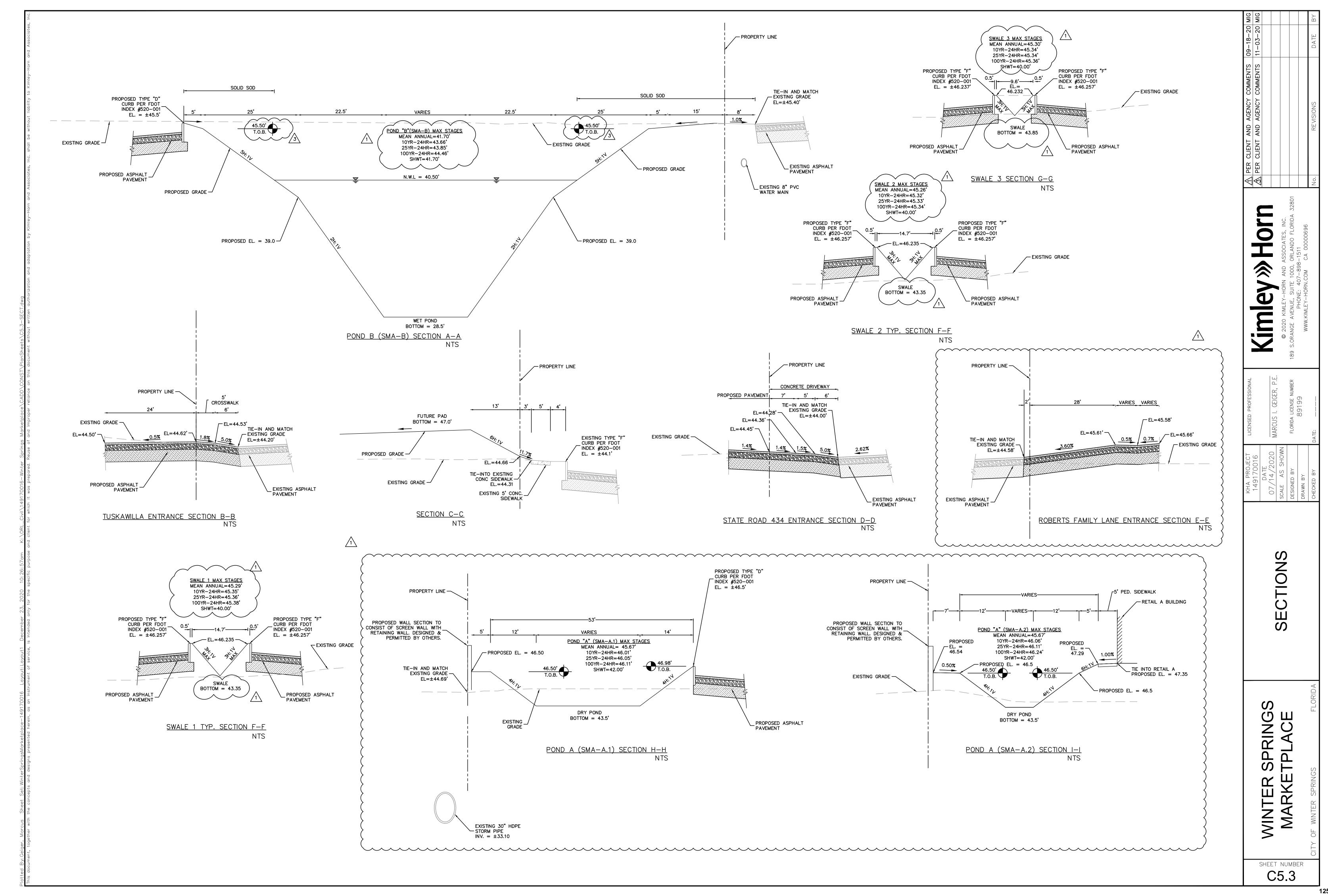
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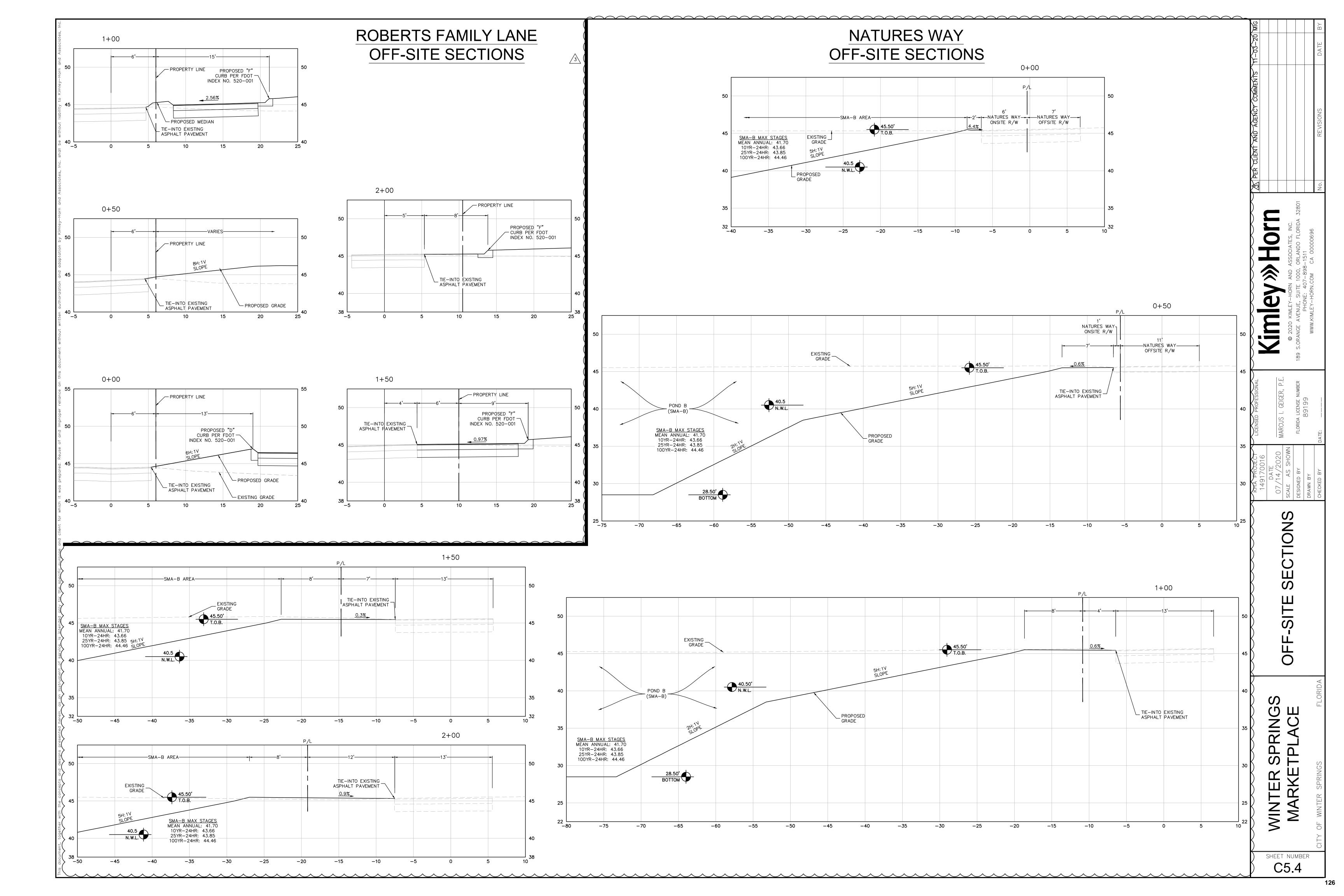
MARKE

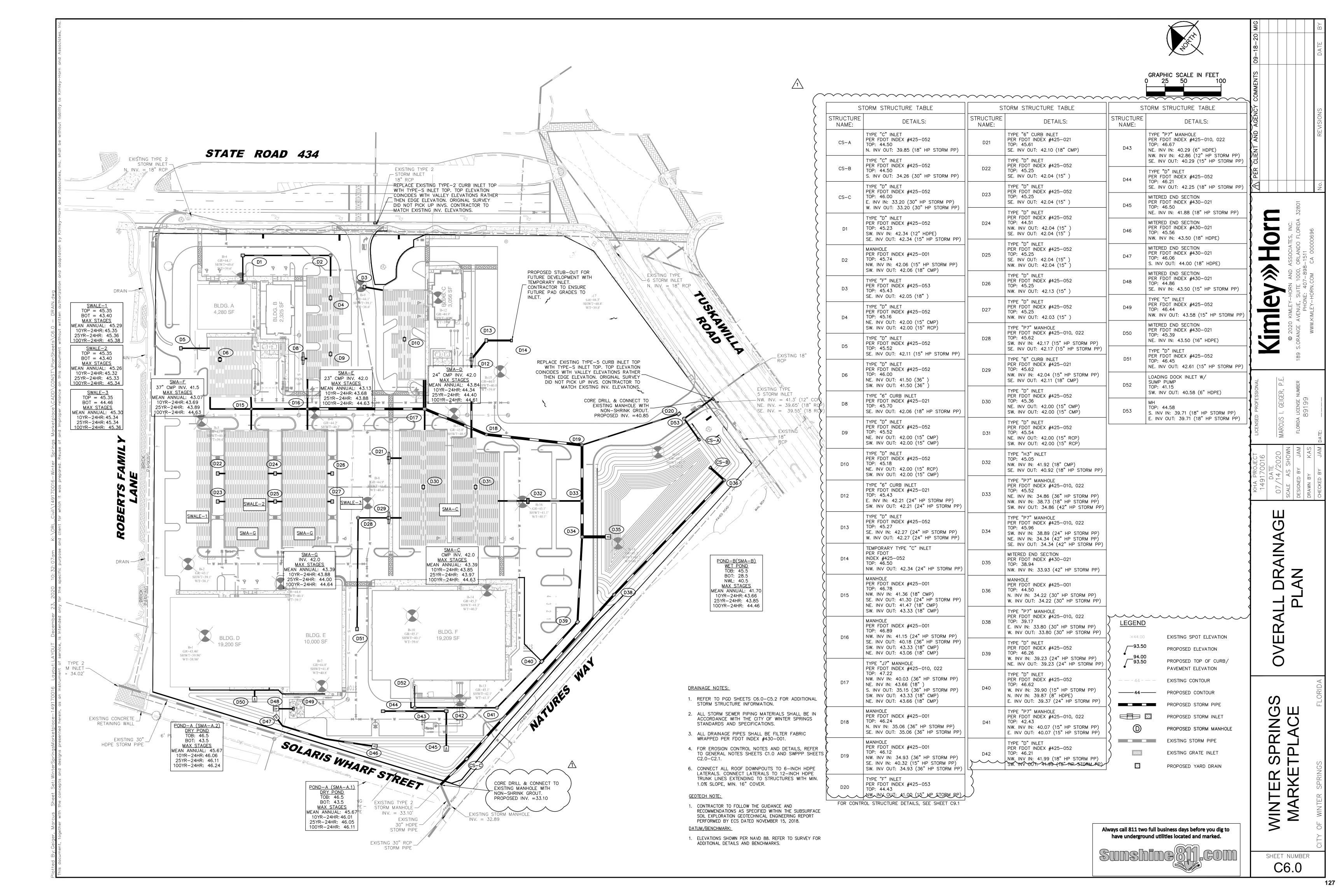


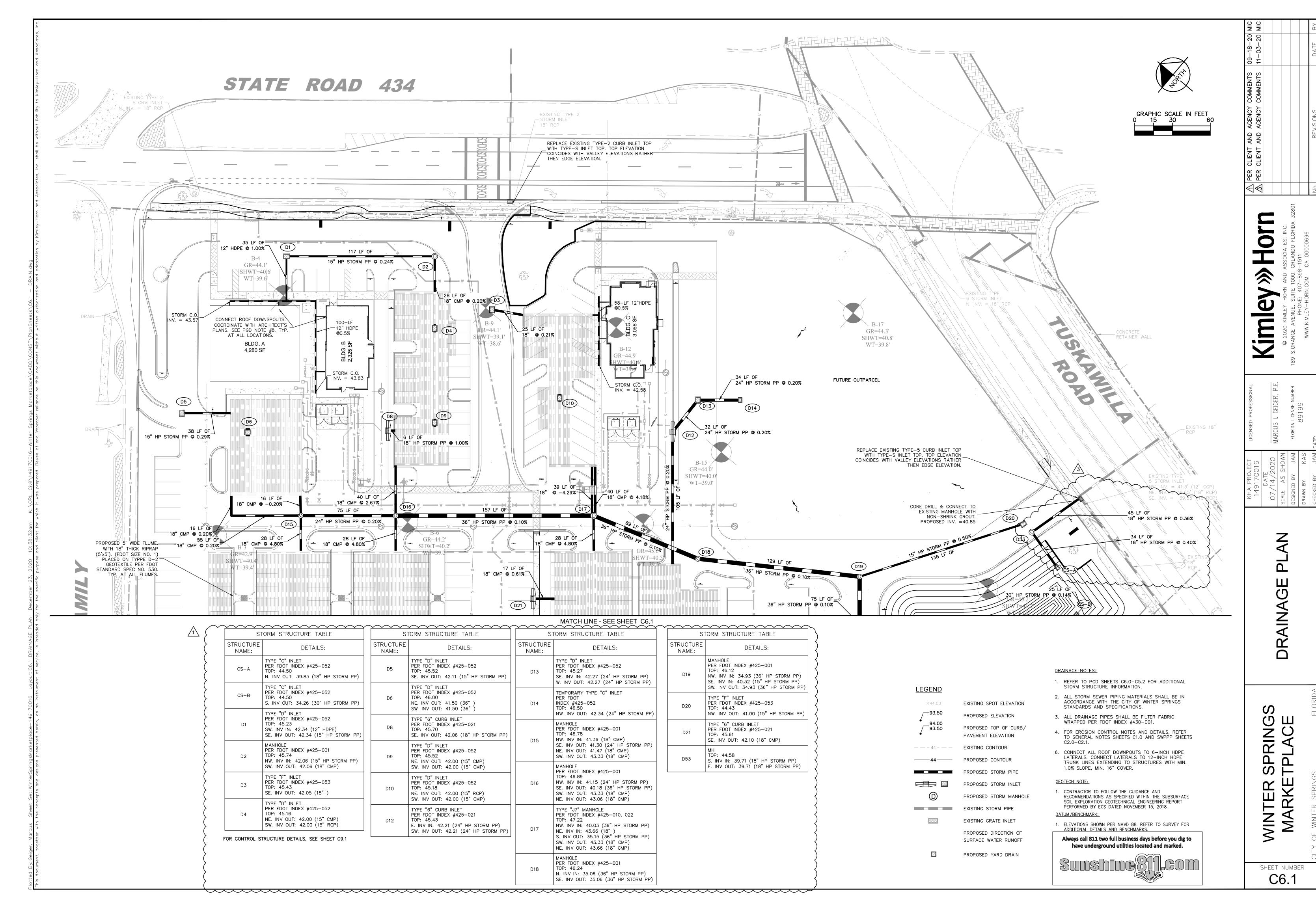


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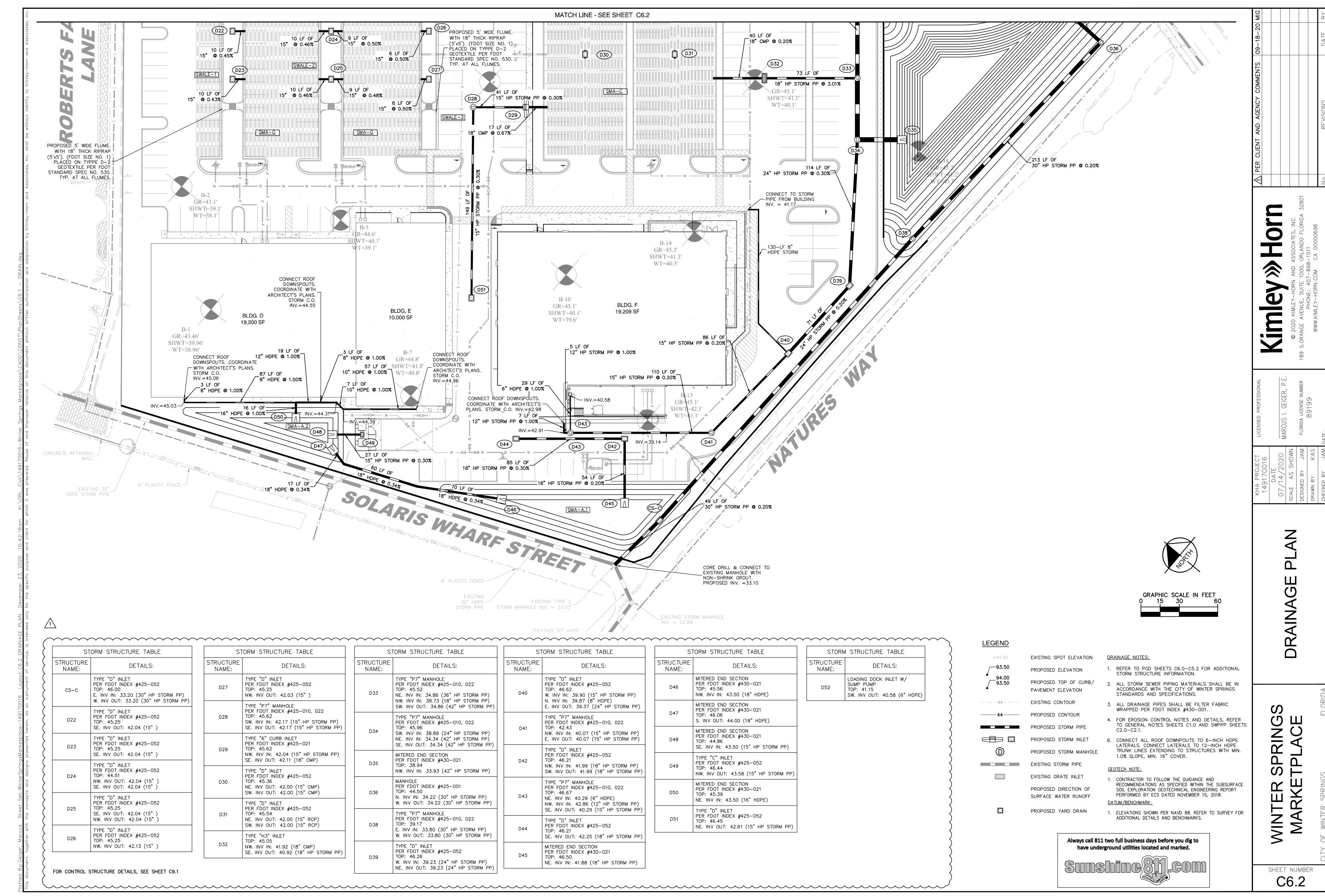




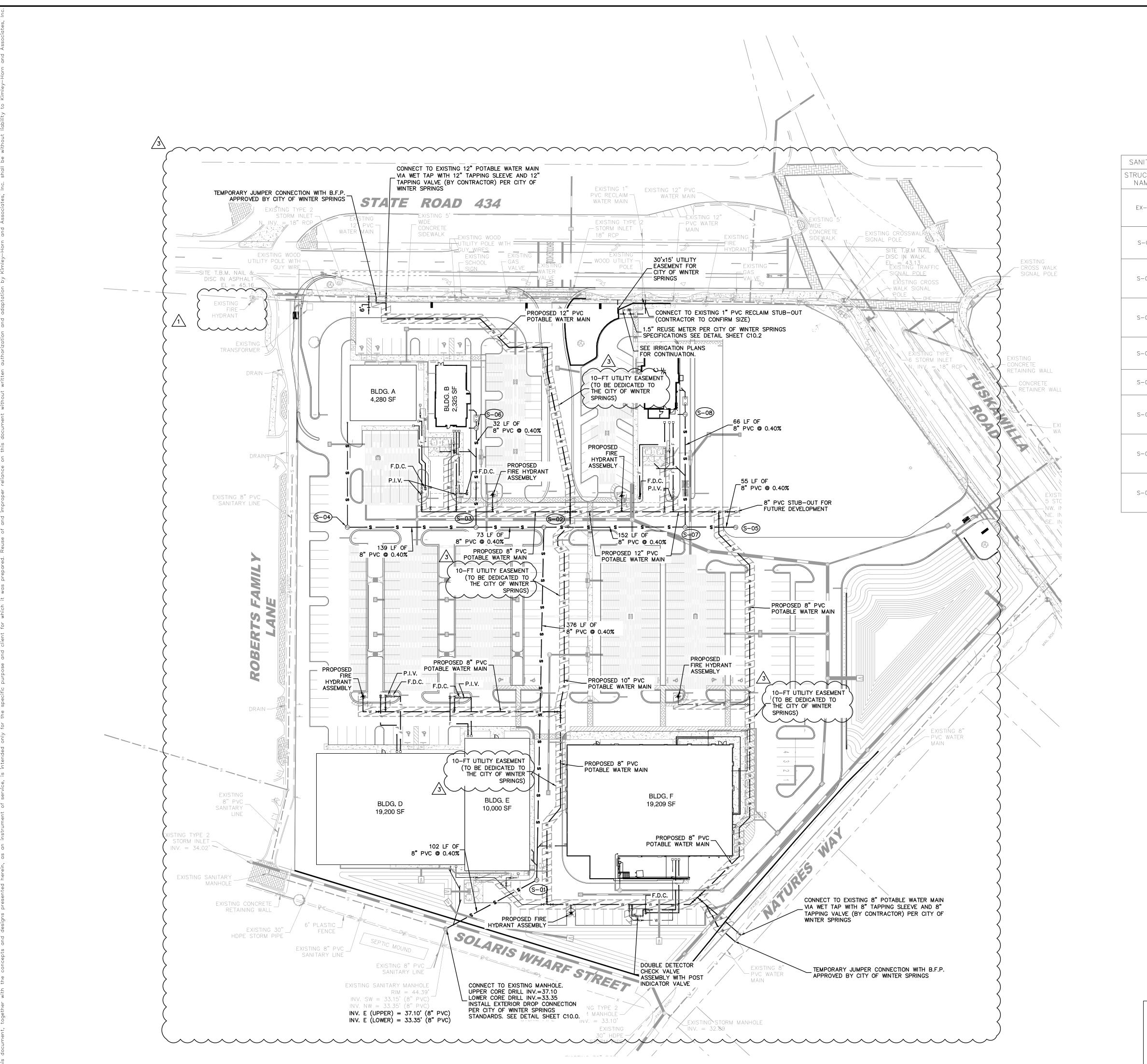


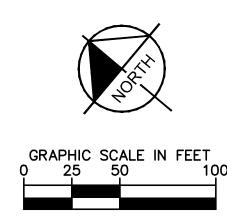


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SANITARY	SEWER STRUCTURE TABLE
STRUCTURE NAME:	DETAILS:
EX-01	EXISTING MANHOLE DROP MANHOLE CONNECTION SEE CALLOUT NOTE TOP: 45.00 E. INV IN: 37.10 (8" PVC)
S-01	SANITARY MANHOLE TOP: 46.71 NE. INV IN: 37.55 (8" PVC) W. INV OUT: 37.55 (8" PVC)
S-02	SANITARY MANHOLE TOP: 46.41 NW. INV IN: 39.17 (8" PVC) SE. INV IN: 39.48 (8" PVC) SW. INV OUT: 39.07 (8" PVC)
S-03	SANITARY MANHOLE TOP: 46.74 NW. INV IN: 39.56 (8" PVC) NE. INV IN: 39.87 (8" PVC) SE. INV OUT: 39.46 (8" PVC)
S-04	SANITARY MANHOLE TOP: 46.29 NE. INV IN: 40.22 (6" PVC) SE. INV OUT: 40.12 (8" PVC)
S-05	SANITARY MANHOLE TOP: 46.99 NW. INV OUT: 40.41 (8" PVC)
S-06	SANITARY MANHOLE TOP: 46.10 NE. INV IN: 40.40 (6" PVC) NW. INV IN: 40.40 (6" PVC) SW. INV OUT: 40.30 (8" PVC)
S-07	SANITARY MANHOLE TOP: 46.40 SE. INV IN: 40.19 (8" PVC) NE. INV IN: 40.19 (8" PVC) NW. INV OUT: 40.09 (8" PVC)
S-08	SANITARY MANHOLE TOP: 45.98 NE. INV IN: 41.00 (6" PVC) NW. INV IN: 41.00 (6" PVC)

SW. INV OUT: 40.68 (8" PVC)

Always call 811 two full business days before you dig to

have underground utilities located and marked.

#### EXISTING UTILITIES:

1. PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY THE LOCATION, SIZE, AND INVERTS OF ALL EXISTING UTILITIES SERVICING THE PROPOSED BUILDING, INCLUDING UTILITY STUB-OUT LOCATIONS, SIZES AND INVERTS. CONTRACTOR SHALL CONTACT ENGINEER WITH ANY DISCREPANCIES.

#### GENERAL UTILITY NOTES:

- 1. REFER TO GENERAL CONSTRUCTION NOTES SHEET C1.0.
- 2. CONTRACTOR TO COORDINATE PROPOSED TRANSFORMER LOCATION AND ELECTRIC SERVICE LINES WITH POWER COMPANY AND OWNER. TRANSFORMER & ELECTRICAL SERVICE LINE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- TELECOMMUNICATION SERVICE LINES WITH PERMITTED BY OTHERS.
- 4. PRIOR TO CONSTRUCTION START, THE CONTRACTOR SHALL BE RESPONSIBLE TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH CITY OF WINTER SPRINGS.

#### <u>POTABLE WATER UTILITY NOTES:</u> ALL POTABLE WATER UTILITIES SHALL BE IN

- UTILITIES ENGINEERING MANUAL. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS AND SPECIFICATIONS.
- STANDARD DETAILS, SHEETS C10.0 C10.2.

#### SANITARY WASTEWATER UTILITY NOTES:

- 1. ALL SANITARY WASTEWATER UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF WINTER SPRINGS UTILITIES ENGINEERING MANUAL. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS AND SPECIFICATIONS.
- 3. GREASE TRAPS ARE SHOWN FOR REFERENCE ONLY. GREASE TRAPS ARE TO BE PERMITTED AS PART OF THE BUILDING PERMIT. SIZING CALCULATIONS WILL BE REQUIRED AS PART OF THE BUILDING PERMIT
- 4. ALL CLEAN-OUTS WITHIN THE PAVEMENT SHALL BE

HYDRANTS OR FIRE PROTECTION SPRINKLER SYSTEMS ON PRIVATE PROPERTY MUST BE PERMITTED PRIOR TO INSTALLATION. THE DRAWING SHALL INDICATE THAT ALL UNDERGROUND FIRE MAINS WILL BE INSTALLED IN ACCORDANCE WITH NFPA 24: "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES" (LATEST ED.). [F.A.C. 69A-60.005(2)]

ALL FIRE SERVICE MAIN LOCATED DOWNSTREAM OF THE FIRE POINT OF SERVICE (POS) SHALL BE INSTALLED BY A QUALIFIED AND LICENSED CONTRACTOR. CONSTRUCTION AND MATERIALS SHALL COMPLY WITH APPLICABLE FIRE CODE. CONTRACTOR TO VERIFY REQUIREMENTS WITH SEMINOLE COUNTY PRIOR TO SHOP DRAWING REVIEW.

# DESIGNED & PERMITTED BY OTHERS.

3. CONTRACTOR TO COORDINATE SERVICE PROVIDER AND OWNER. DESIGNED &

- ACCORDANCE WITH THE CITY OF WINTER SPRINGS
- 2. REFER TO THE CITY OF WINTER SPRINGS UTILITY

- 2. REFER TO THE CITY OF WINTER SPRINGS UTILITY STANDARD DETAILS, SHEETS C10.0 - C10.2.
- SUBMITTAL/REVIEW PROCESS.
- H-20 TRAFFIC BEARING.

#### FIRE PROTECTION SERVICE NOTES:

1. ALL UNDERGROUND MAINS SERVING FIRE

- 3. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED NOT MORE THAN 100 FT FROM THE NEAREST FIRE HYDRANT. [NFPA 14: 6.3.5.4]
- 4. PROVIDE SIGNAGE FOR ALL PROPOSED FIRE DEPARTMENT CONNECTIONS (F.D.C.) INDICATING ITS LOCATION AND THE BUILDING IT SERVICES.

<u>LEGEND</u>

EXISTING STORM PIPE ----- w ----- EXISTING WATER MAIN

----- F ----- PROPOSED FIRE LINE

----- S ----- EXISTING SANITARY MAIN 

PROPOSED STORM PIPE

PROPOSED FIRE HYDRANT

PROPOSED STORM INLET

PROPOSED 10-FT UTILITY

EASEMENT (CENTERED OVER

PROPOSED SANITARY MANHOLE

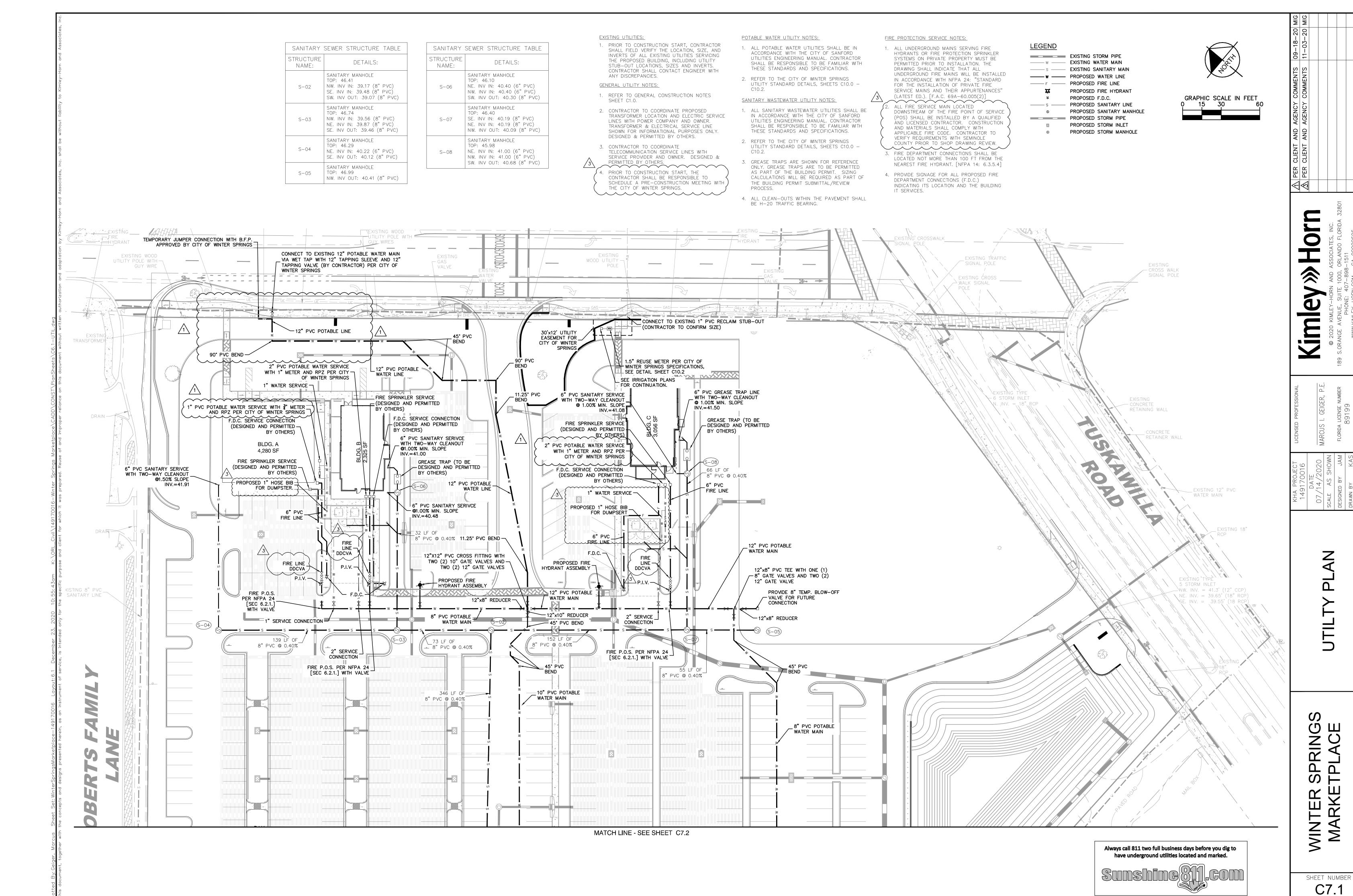
PROPOSED F.D.C.

RROPOSED STORM-MANHOLE

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SHEET NUMBER



SANITARY :	SEWER STRUCTURE TABLE
STRUCTURE NAME:	DETAILS:
EX-01	EXISTING MANHOLE DROP MANHOLE CONNECTION SEE CALLOUT NOTE TOP: 45.00 E. INV IN: 37.10 (8" PVC)
S-01	SANITARY MANHOLE TOP: 46.71 NE. INV IN: 37.55 (8" PVC) W. INV OUT: 37.55 (8" PVC)

CONCRETE RETAINING

WALL

EXISTING 30"

INV. E (UPPER) = 37.10' (8" PVC)

INV. E (LOWER) = 33.35' (8" PVC)

EXISTING

30" HDPE —

STORM PIPE STORM MANHOLE INV. = 33.10

EXISTING TYPE 2

HDPE STORM PIPE

#### EXISTING UTILITIES:

- 1. PRIOR TO CONSTRUCTION START, CONTRACTOR SHALL FIELD VERIFY THE LOCATION, SIZE, AND INVERTS OF ALL EXISTING UTILITIES SERVICING THE PROPOSED BUILDING, INCLUDING UTILITY STUB-OUT LOCATIONS, SIZES AND INVERTS. CONTRACTOR SHALL CONTACT ENGINEER WITH ANY DISCREPANCIES.
- GENERAL UTILITY NOTES:

SHEET C1.0.

- 1. REFER TO GENERAL CONSTRUCTION NOTES
- 2. CONTRACTOR TO COORDINATE PROPOSED TRANSFORMER LOCATION AND ELECTRIC SERVICE LINES WITH POWER COMPANY AND OWNER. TRANSFORMER & ELECTRICAL SERVICE LINE SHOWN FOR INFORMATIONAL PURPOSES ONLY. DESIGNED & PERMITTED BY OTHERS.
- 3. CONTRACTOR TO COORDINATE TELECOMMUNICATION SERVICE LINES WITH SERVICE PROVIDER AND OWNER. DESIGNED &
- PERMITTED BY OTHERS. . PRIOR TO CONSTRUCTION START, THE CONTRACTOR SHALL BE RESPONSIBLE TO SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE CITY OF WINTER SPRINGS. \_\_\_\_\_

#### POTABLE WATER UTILITY NOTES:

- 1. ALL POTABLE WATER UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF SANFORD UTILITIES ENGINEERING MANUAL. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS AND SPECIFICATIONS.
- 2. REFER TO THE CITY OF WINTER SPRINGS UTILITY STANDARD DETAILS, SHEETS C10.0 -

#### SANITARY WASTEWATER UTILITY NOTES:

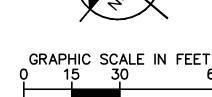
- 1. ALL SANITARY WASTEWATER UTILITIES SHALL BE IN ACCORDANCE WITH THE CITY OF SANFORD UTILITIES ENGINEERING MANUAL. CONTRACTOR SHALL BE RESPONSIBLE TO BE FAMILIAR WITH THESE STANDARDS AND SPECIFICATIONS.
- 2. REFER TO THE CITY OF WINTER SPRINGS UTILITY STANDARD DETAILS, SHEETS C10.0 -
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- 4. ALL CLEAN-OUTS WITHIN THE PAVEMENT SHALL

#### FIRE PROTECTION SERVICE NOTES:

- 1. ALL UNDERGROUND MAINS SERVING FIRE HYDRANTS OR FIRE PROTECTION SPRINKLER SYSTEMS ON PRIVATE PROPERTY MUST BE PERMITTED PRIOR TO INSTALLATION. THE DRAWING SHALL INDICATE THAT ALL UNDERGROUND FIRE MAINS WILL BE INSTALLED IN ACCORDANCE WITH NFPA 24: "STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES" (LATEST ED.). [F.A.C. 69A-60.005(2)]
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- 4. PROVIDE SIGNAGE FOR ALL PROPOSED FIRE DEPARTMENT CONNECTIONS (F.D.C.) INDICATING ITS LOCATION AND THE BUILDING IT SERVICES.

NEAREST FIRE HYDRANT. [NFPA 14: 6.3.5.4]

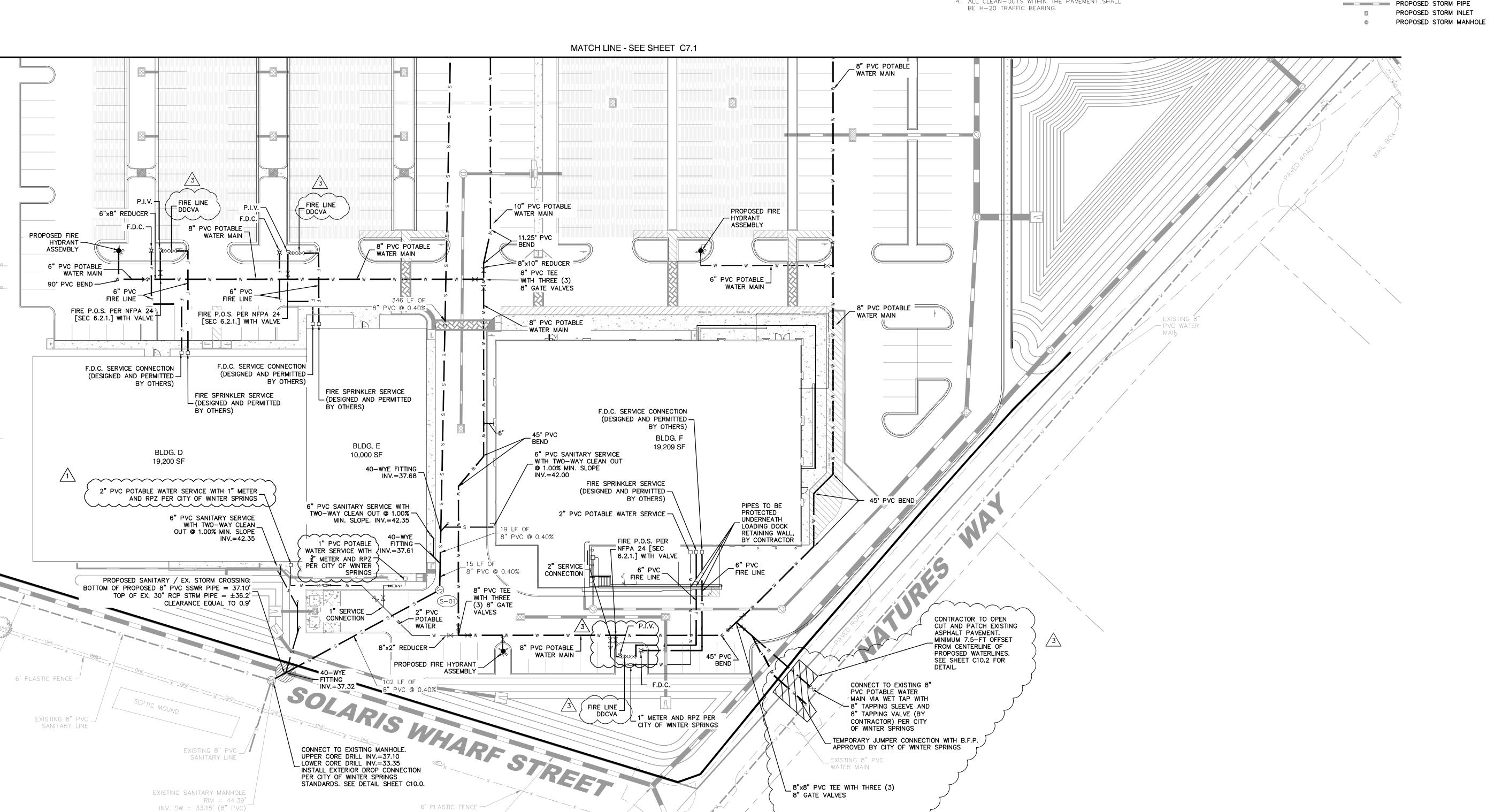




EXISTING STORM PIPE ----- w ----- EXISTING WATER MAIN ----- s ----- EXISTING SANITARY MAIN ----- F ----- PROPOSED FIRE LINE

PROPOSED F.D.C.

PROPOSED FIRE HYDRANT —— s —— PROPOSED SANITARY LINE PROPOSED SANITARY MANHOLE PROPOSED STORM INLET

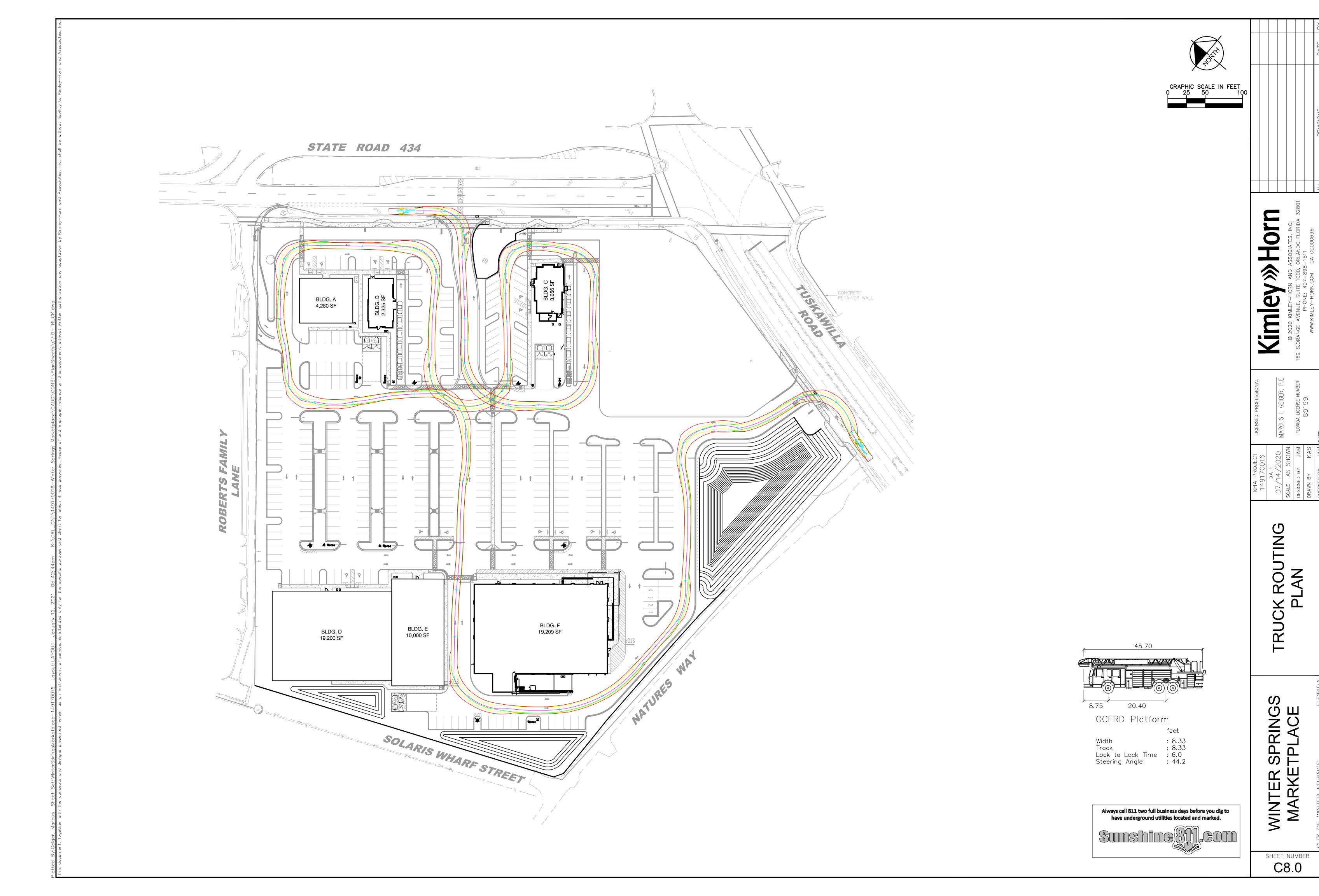


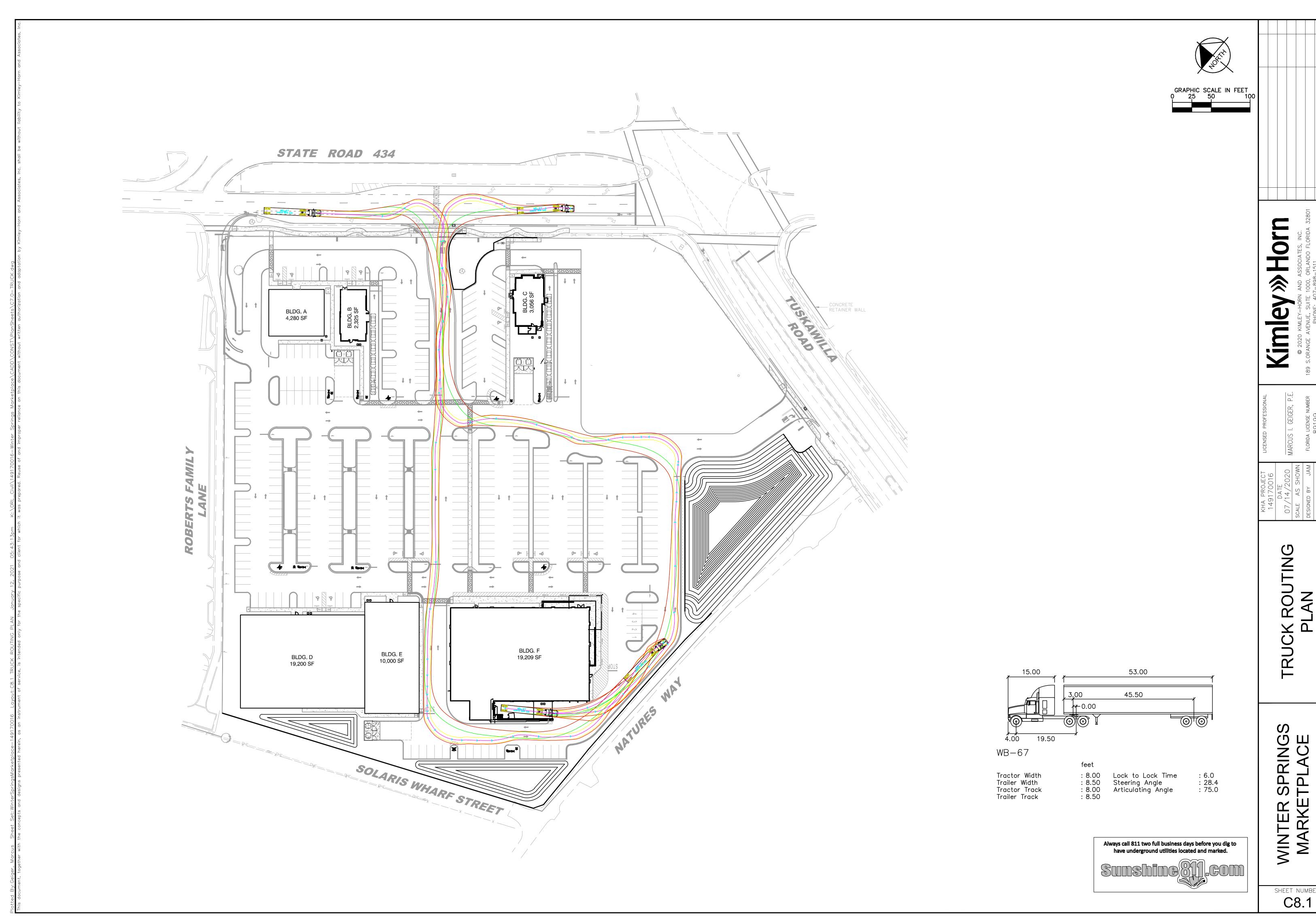
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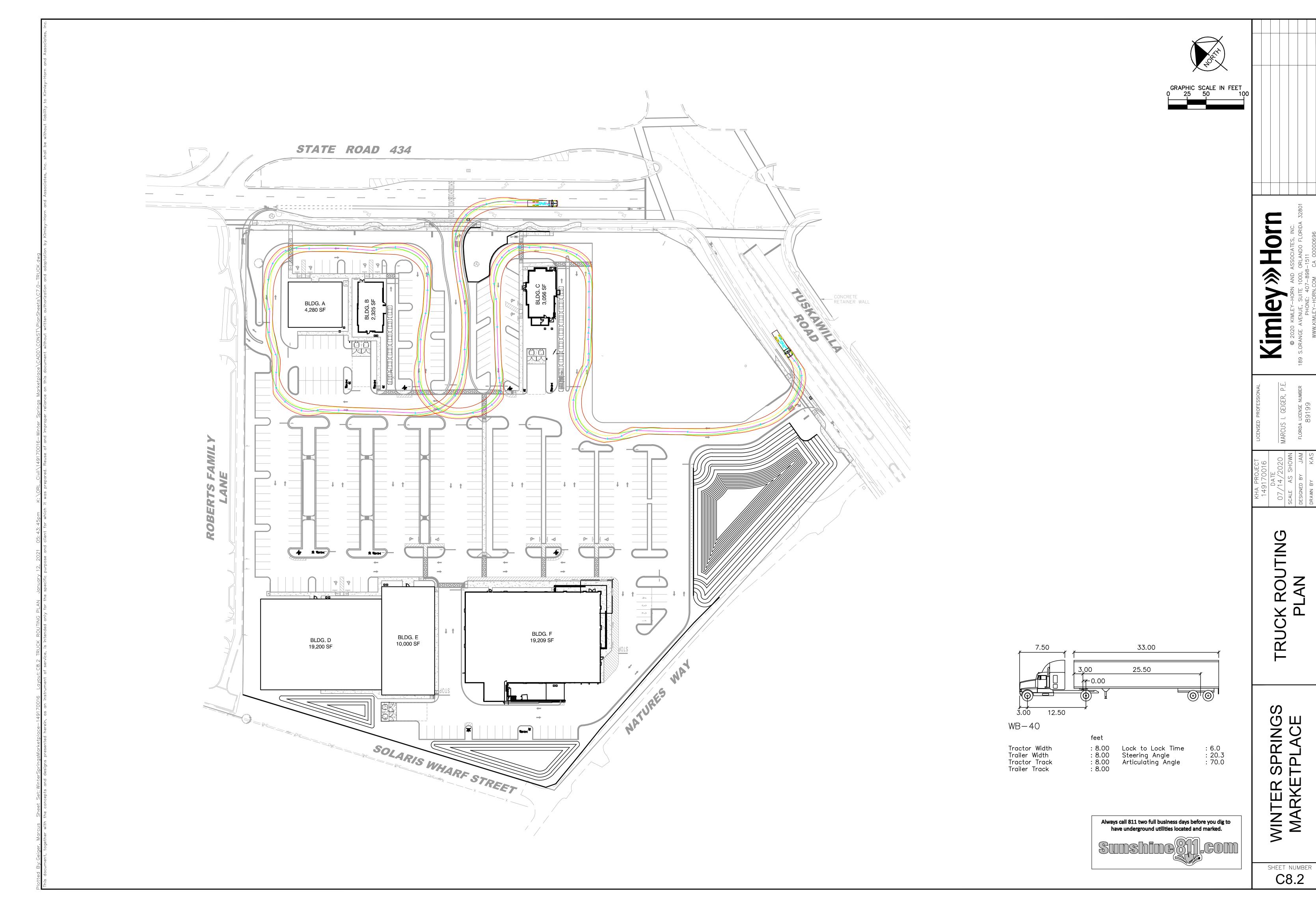
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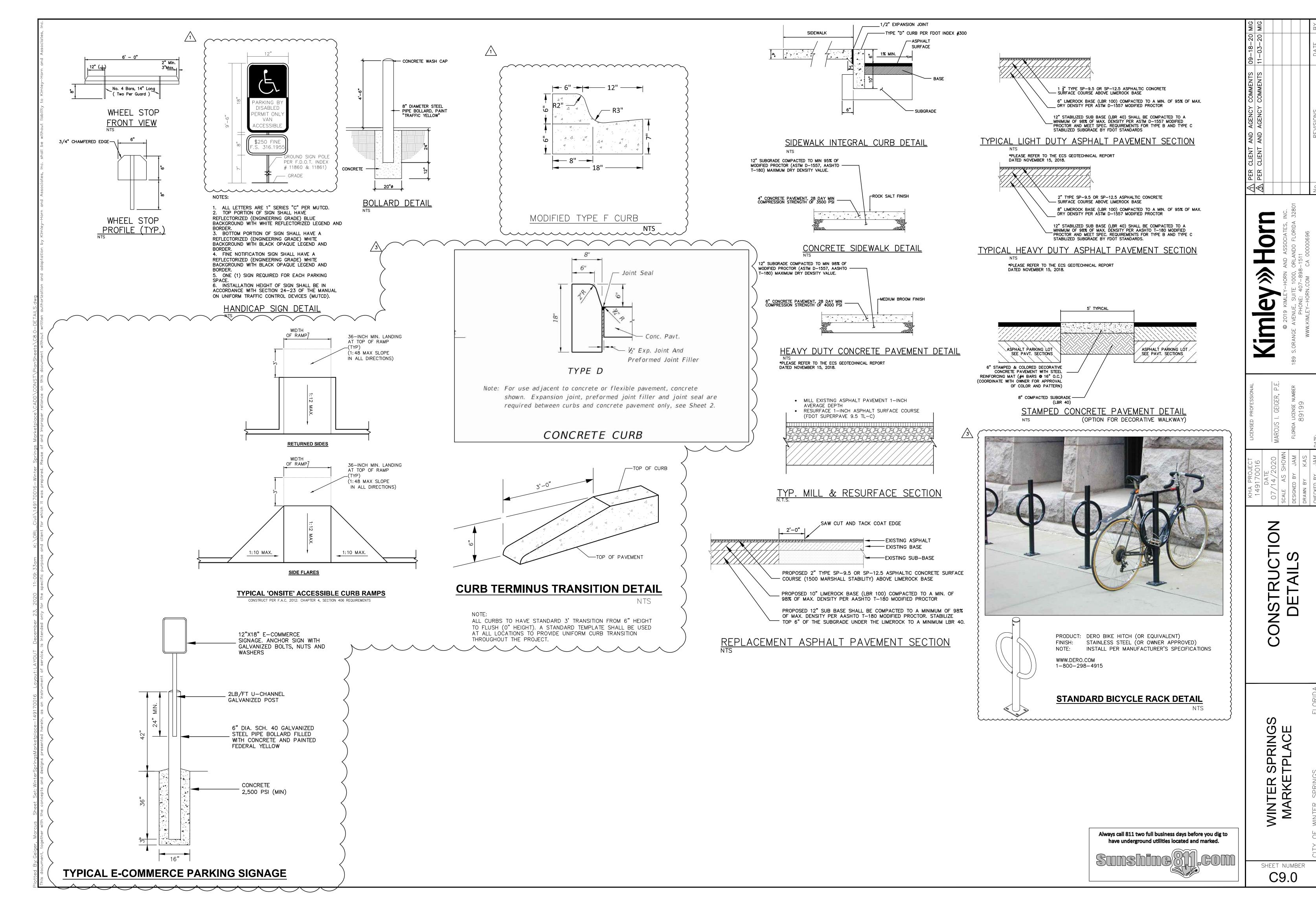
Always call 811 two full business days before you dig to have underground utilities located and marked.

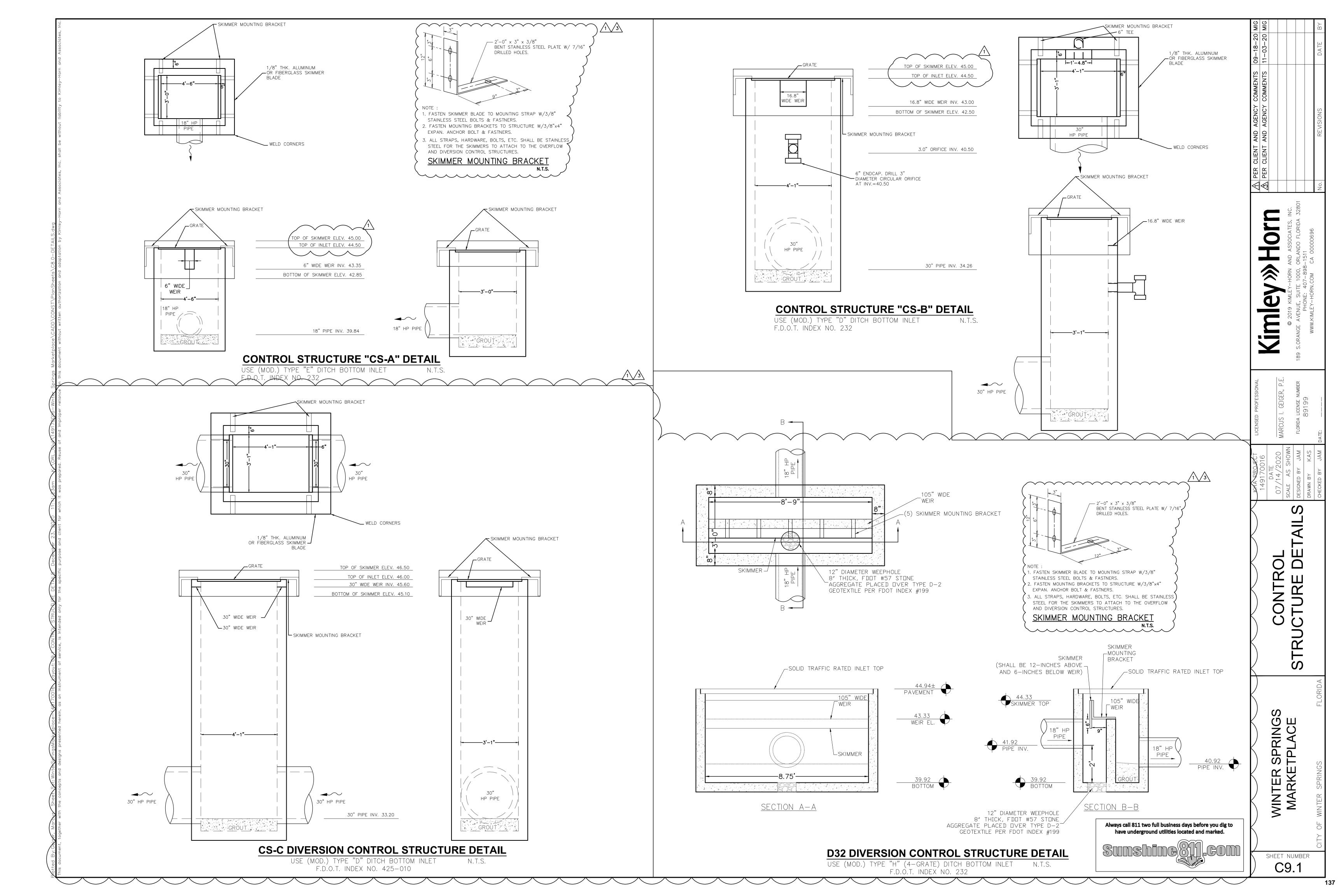


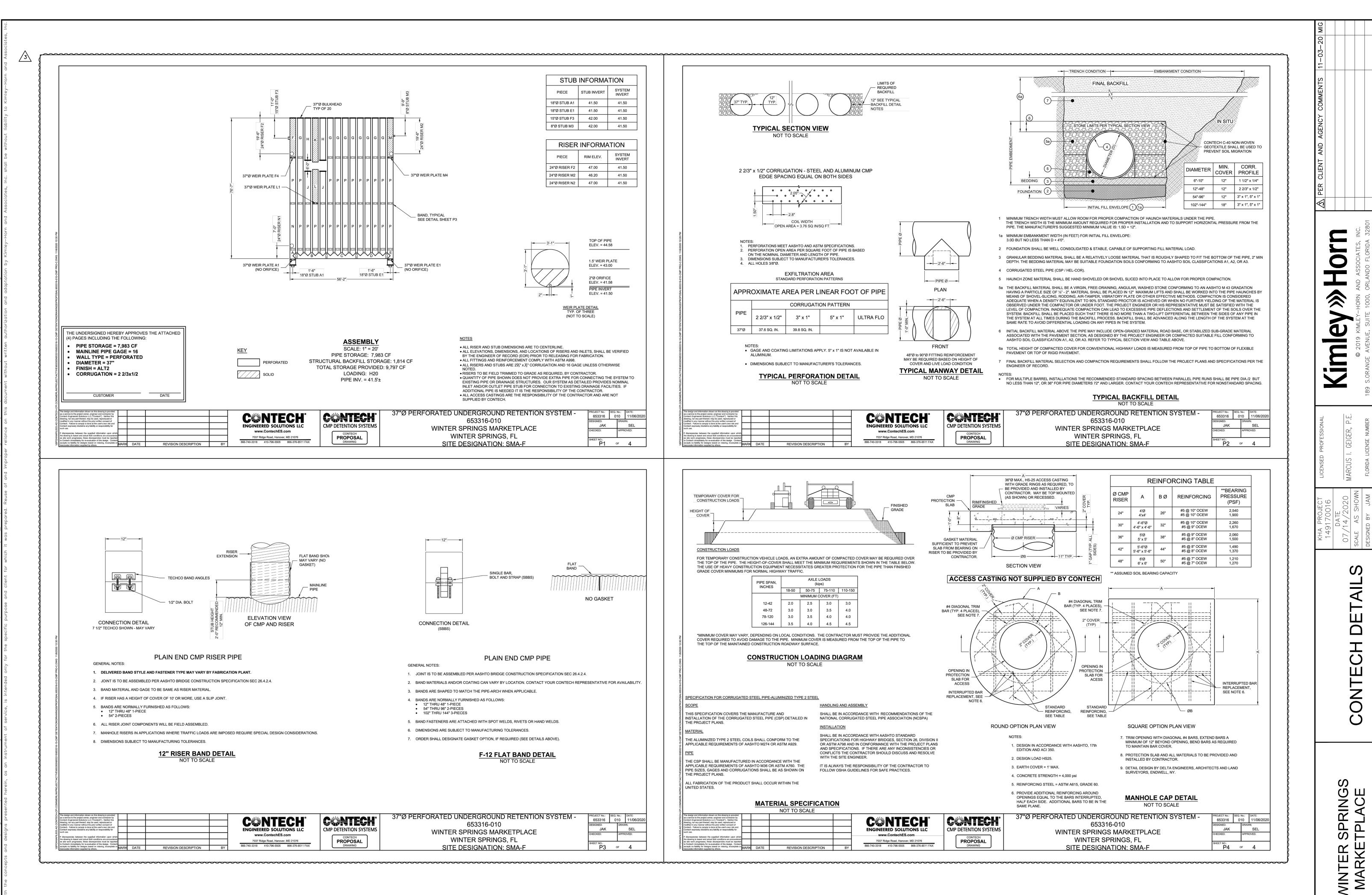


SHEET NUMBER C8.1





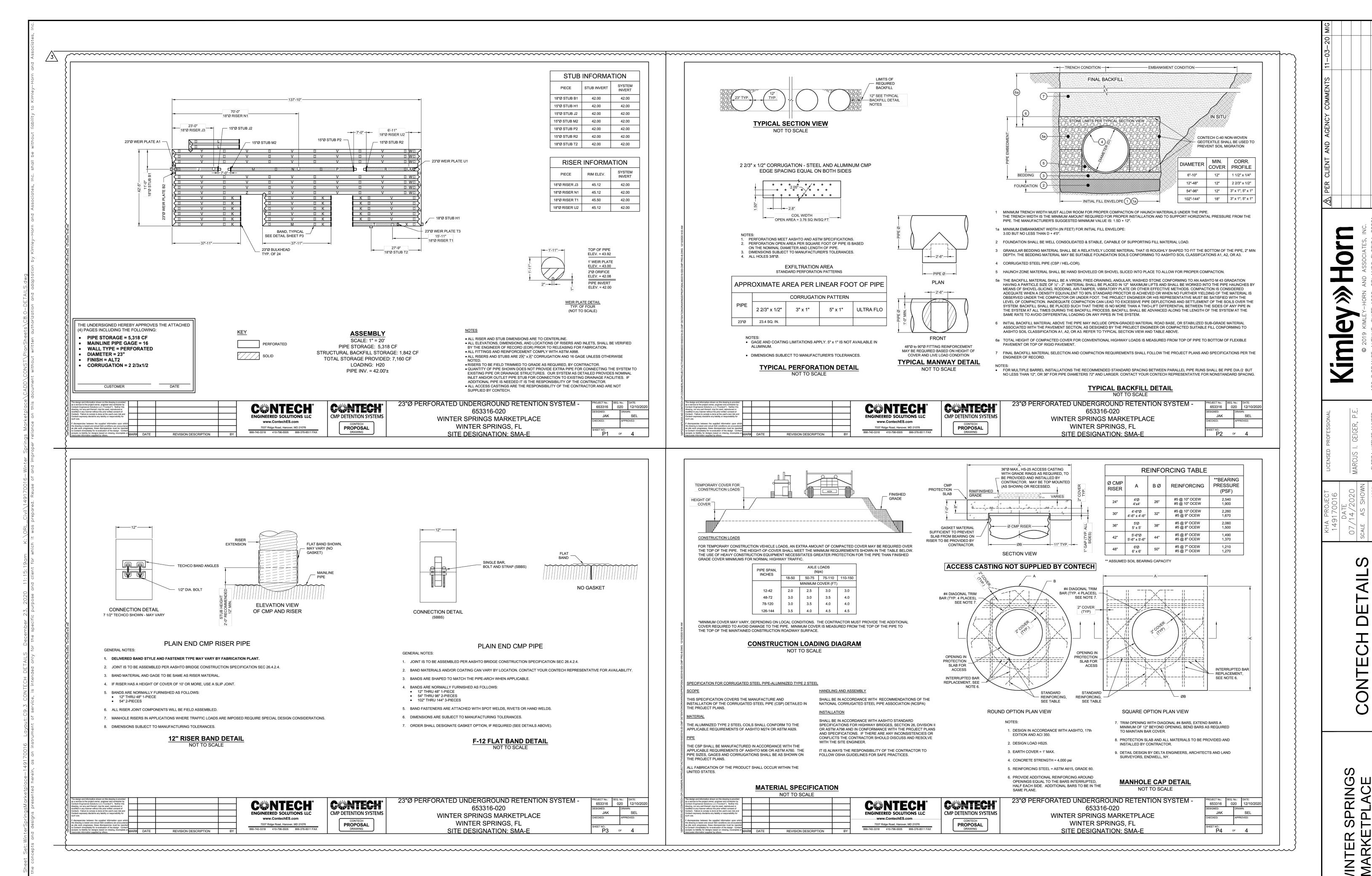




Always call 811 two full business days before you dig to have underground utilities located and marked.

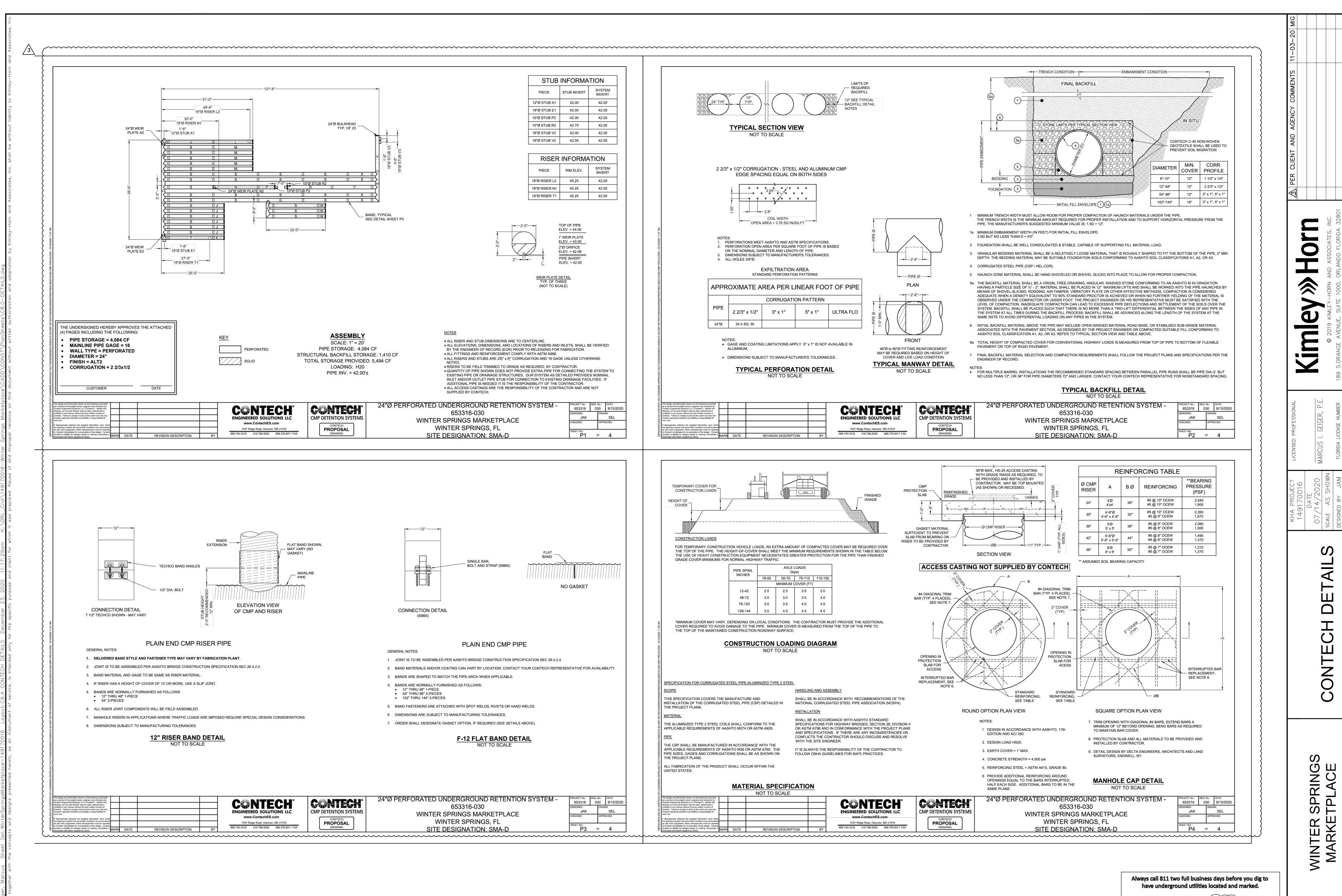
SHEET NUMBER C9.2

SI

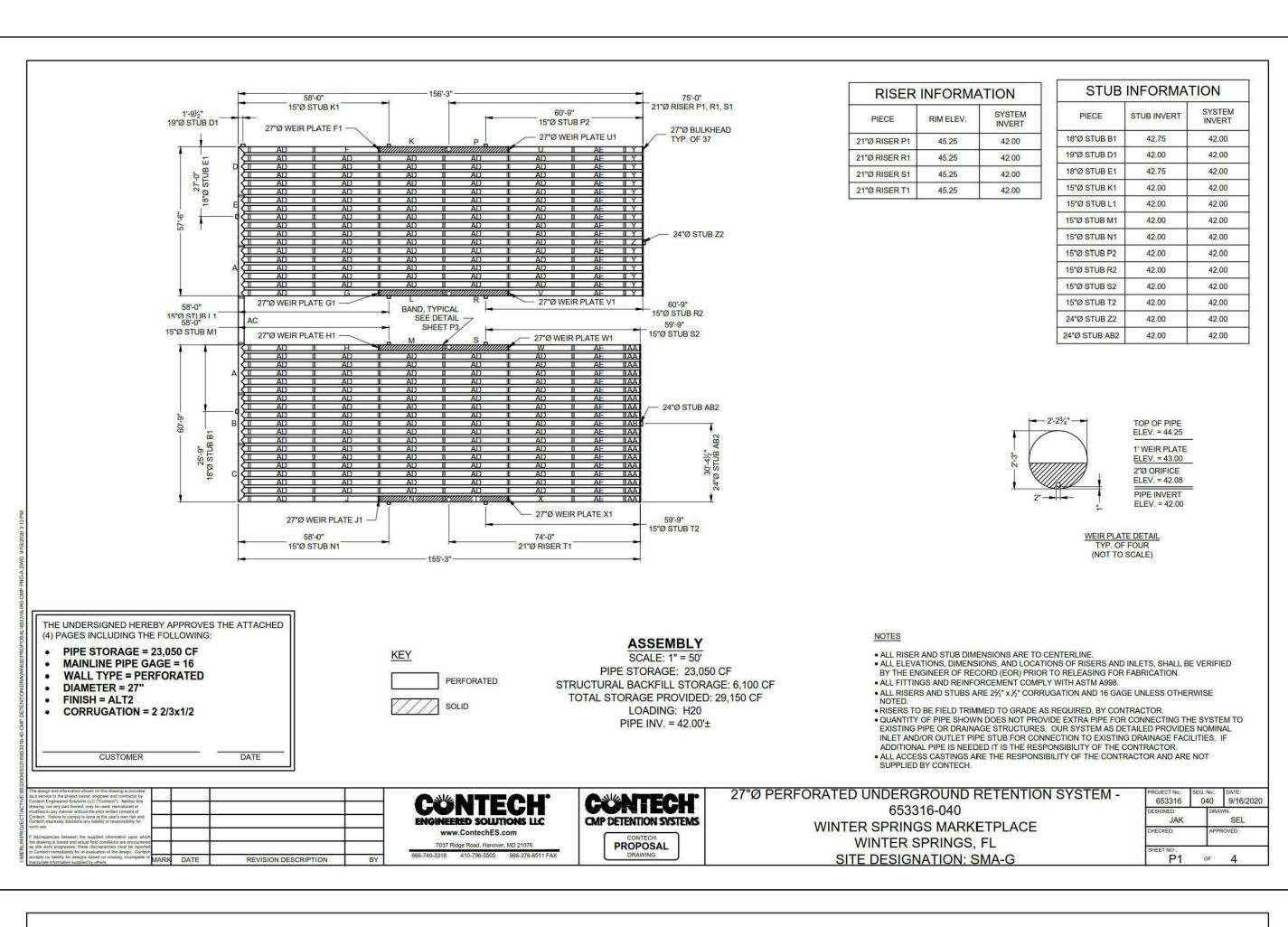


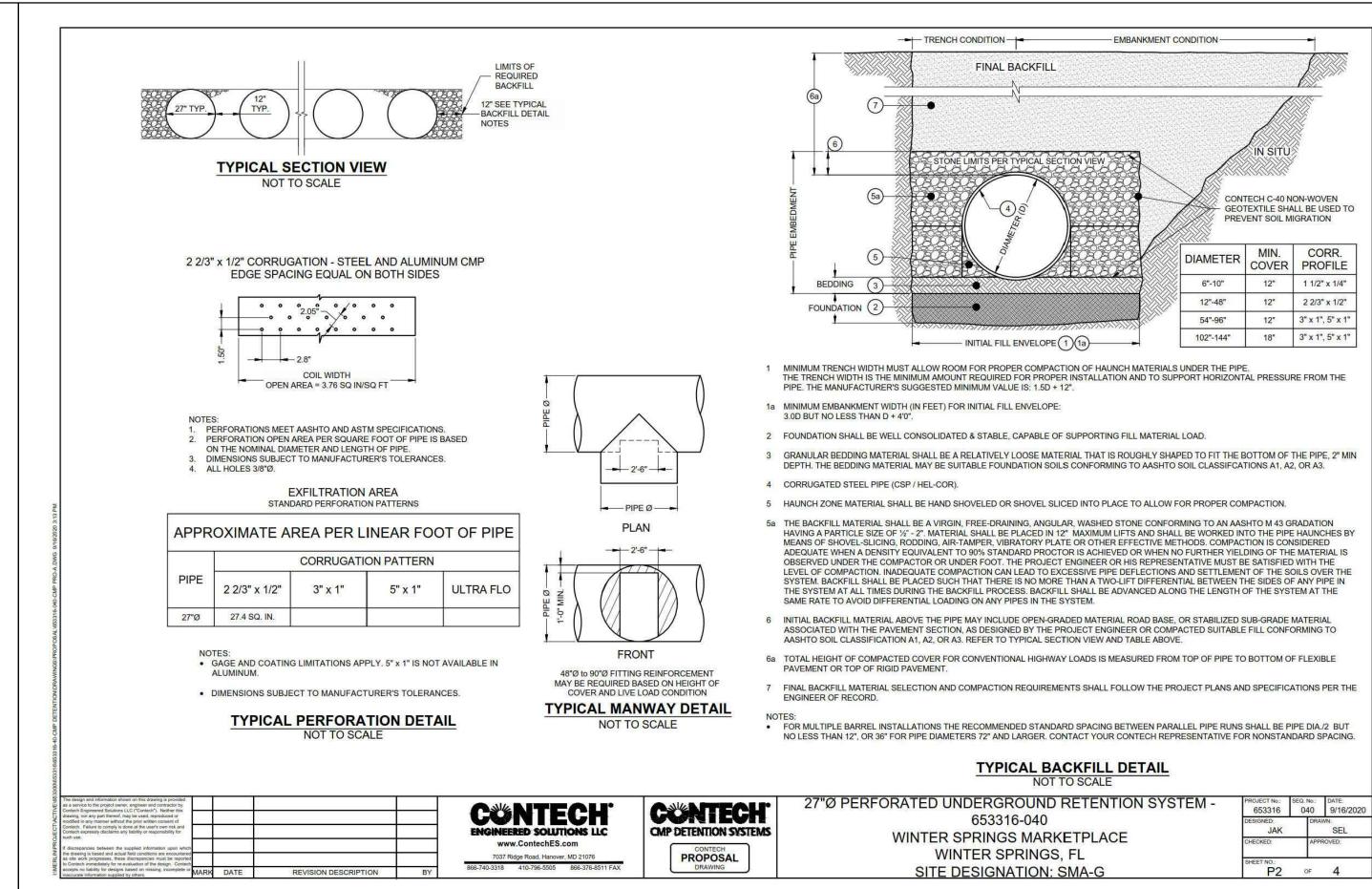


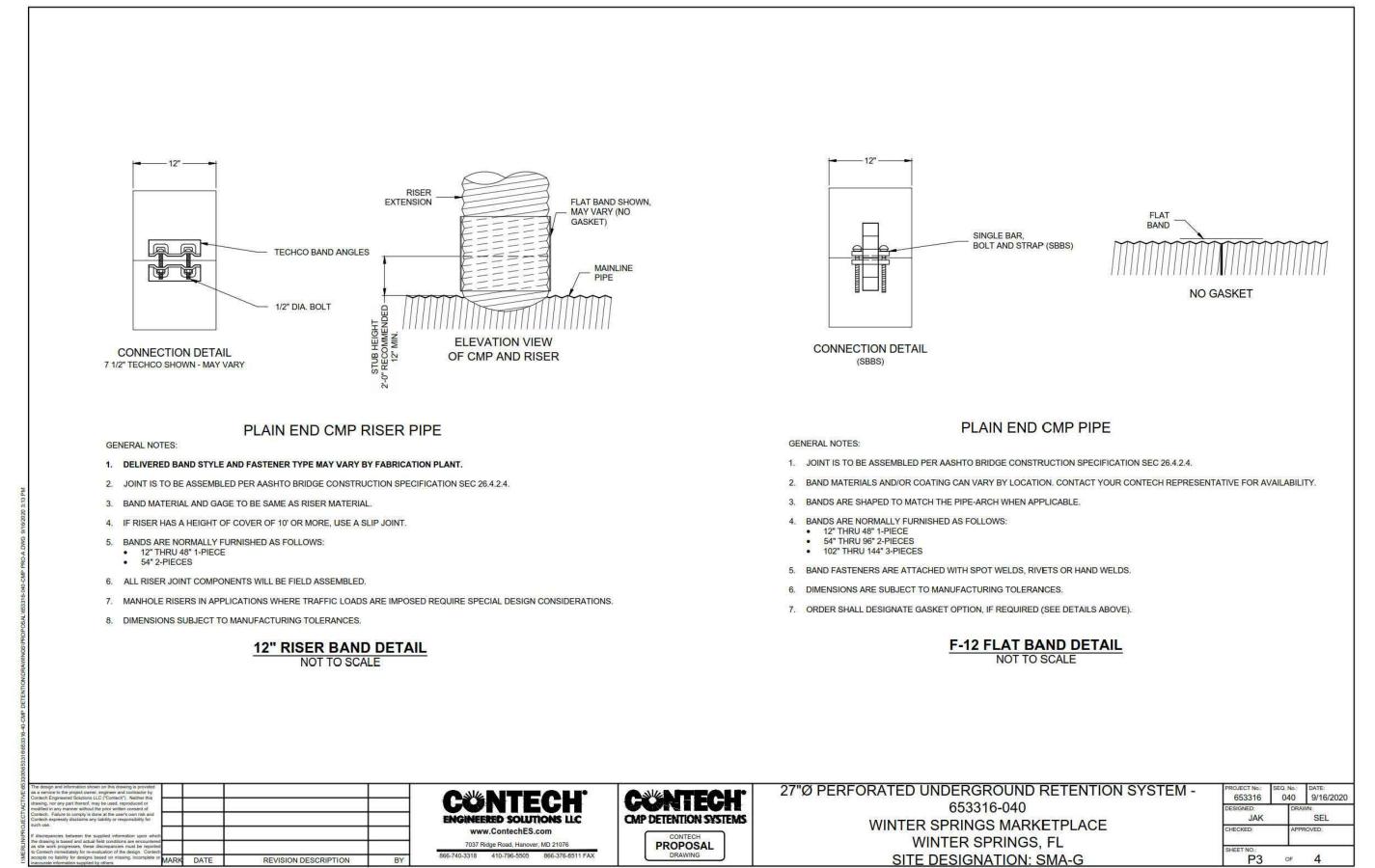
C9.3

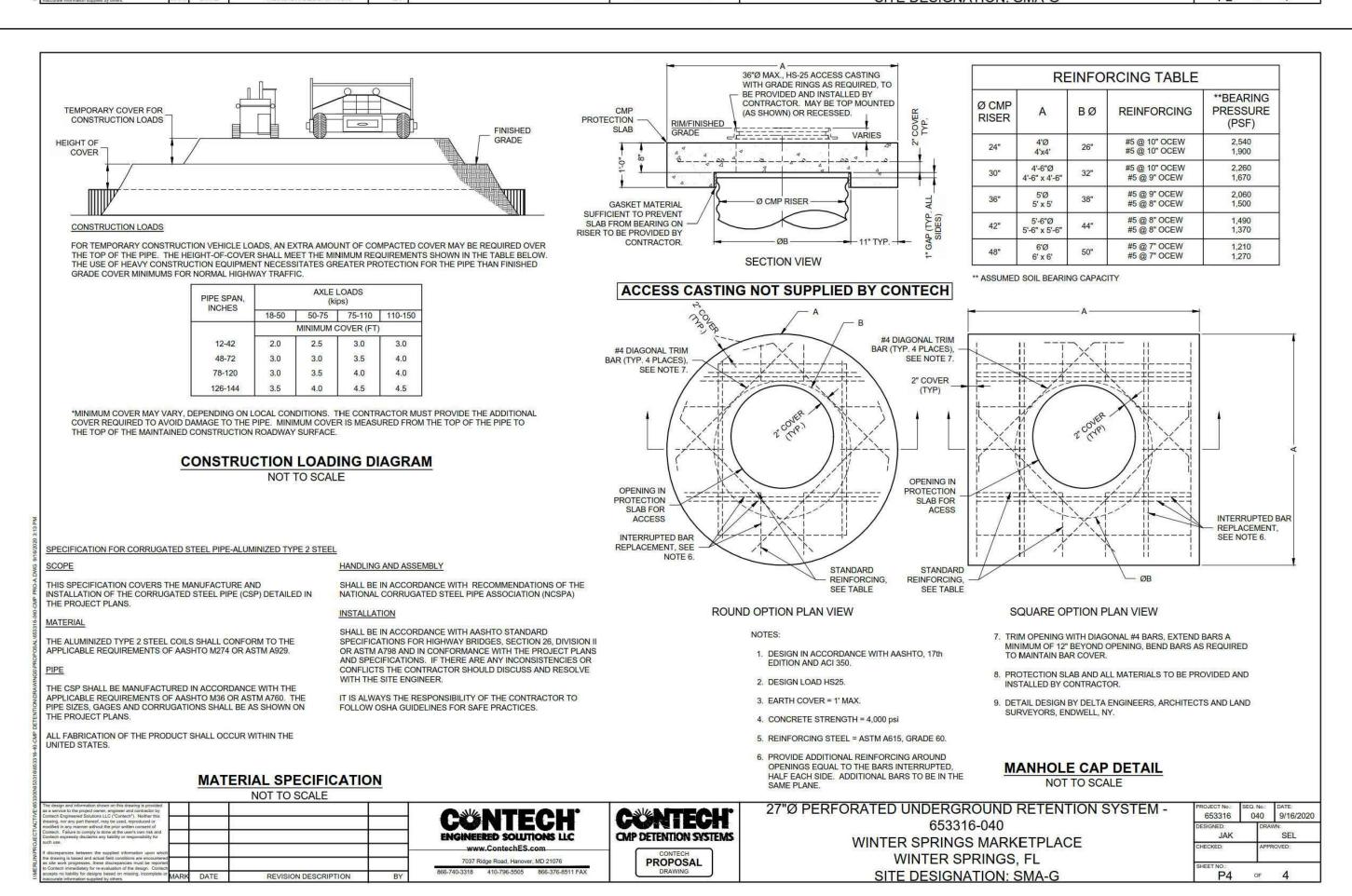


SHEET NUMBER C9.4









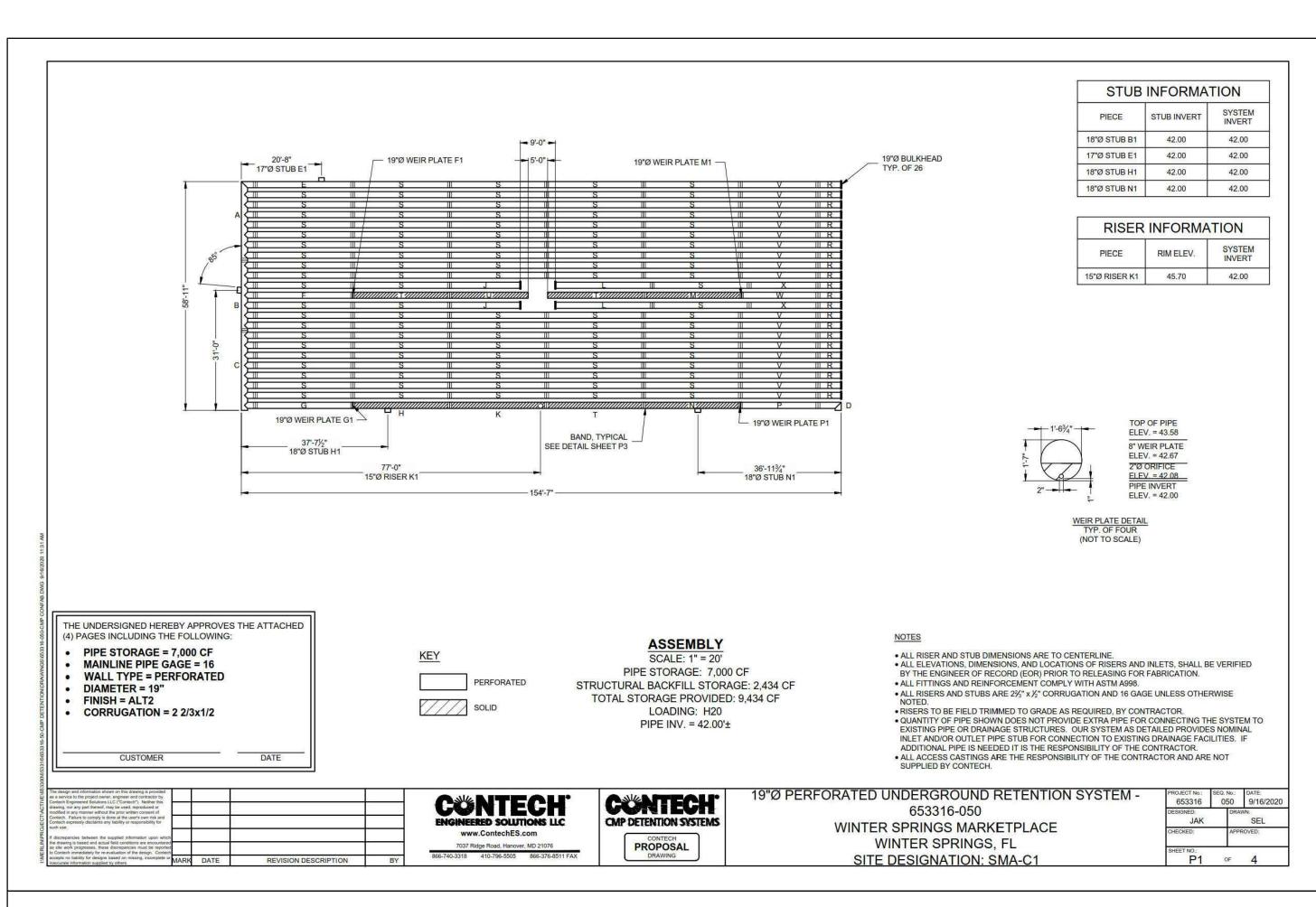


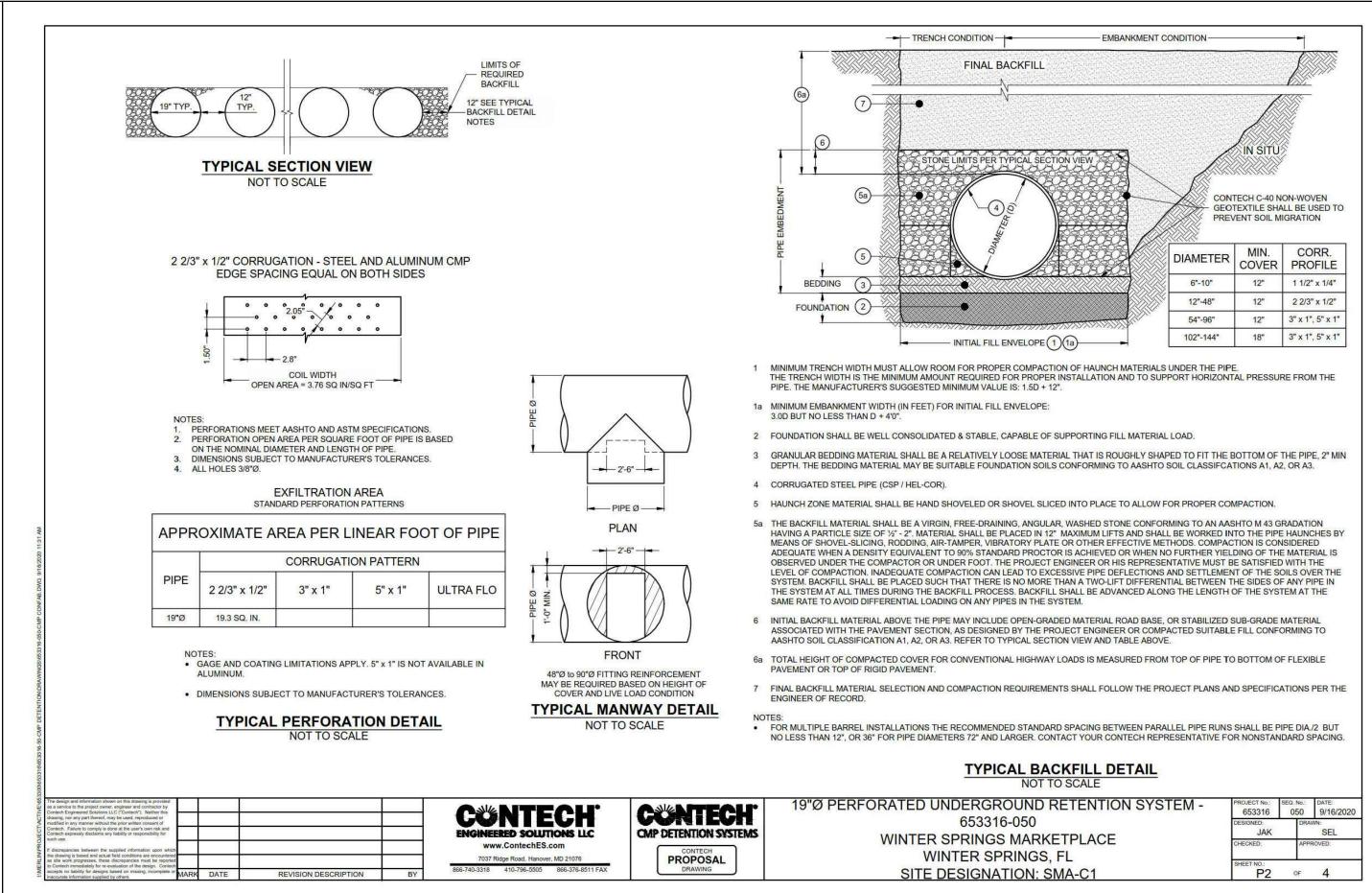
C9.5

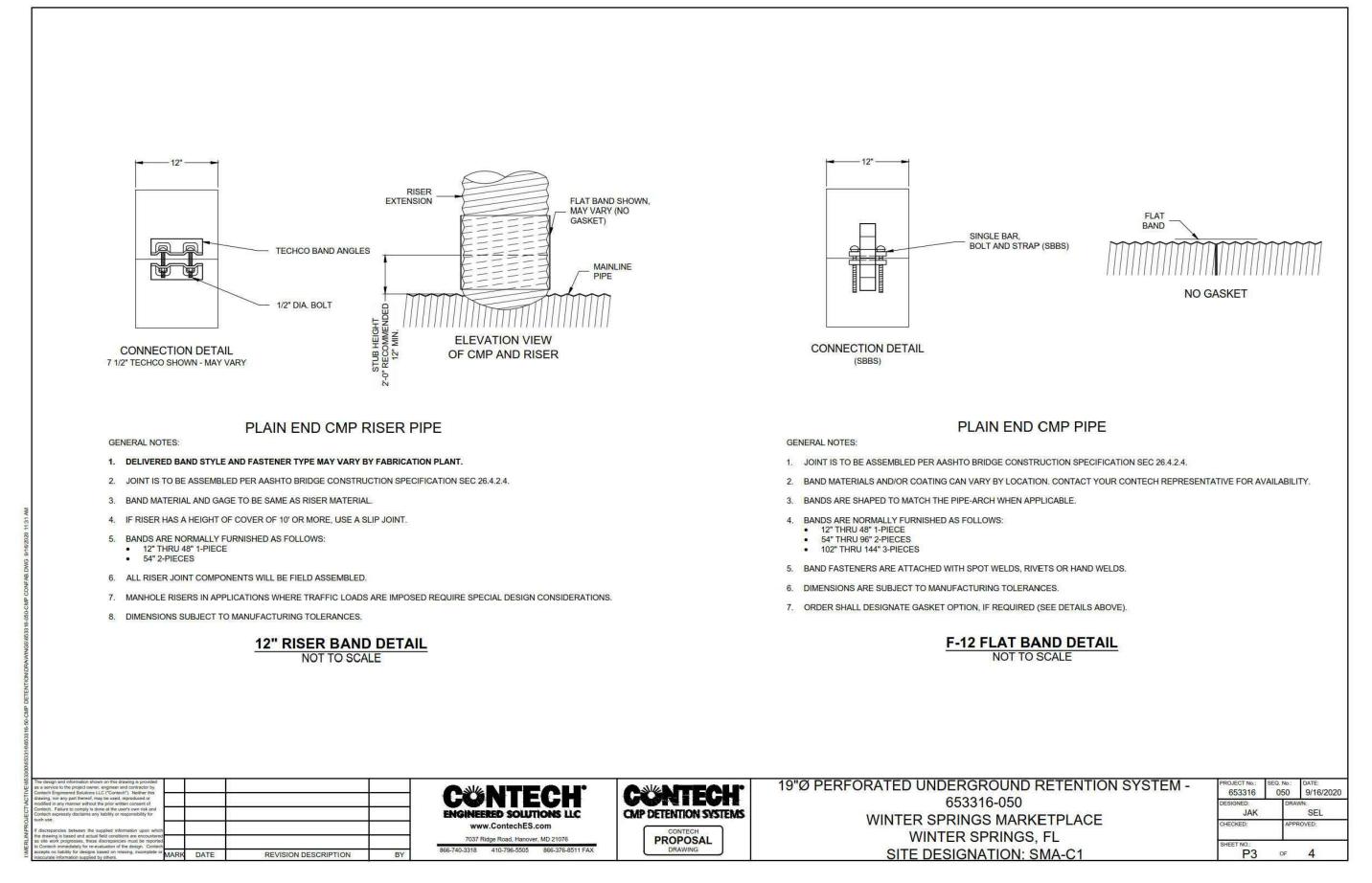
RING

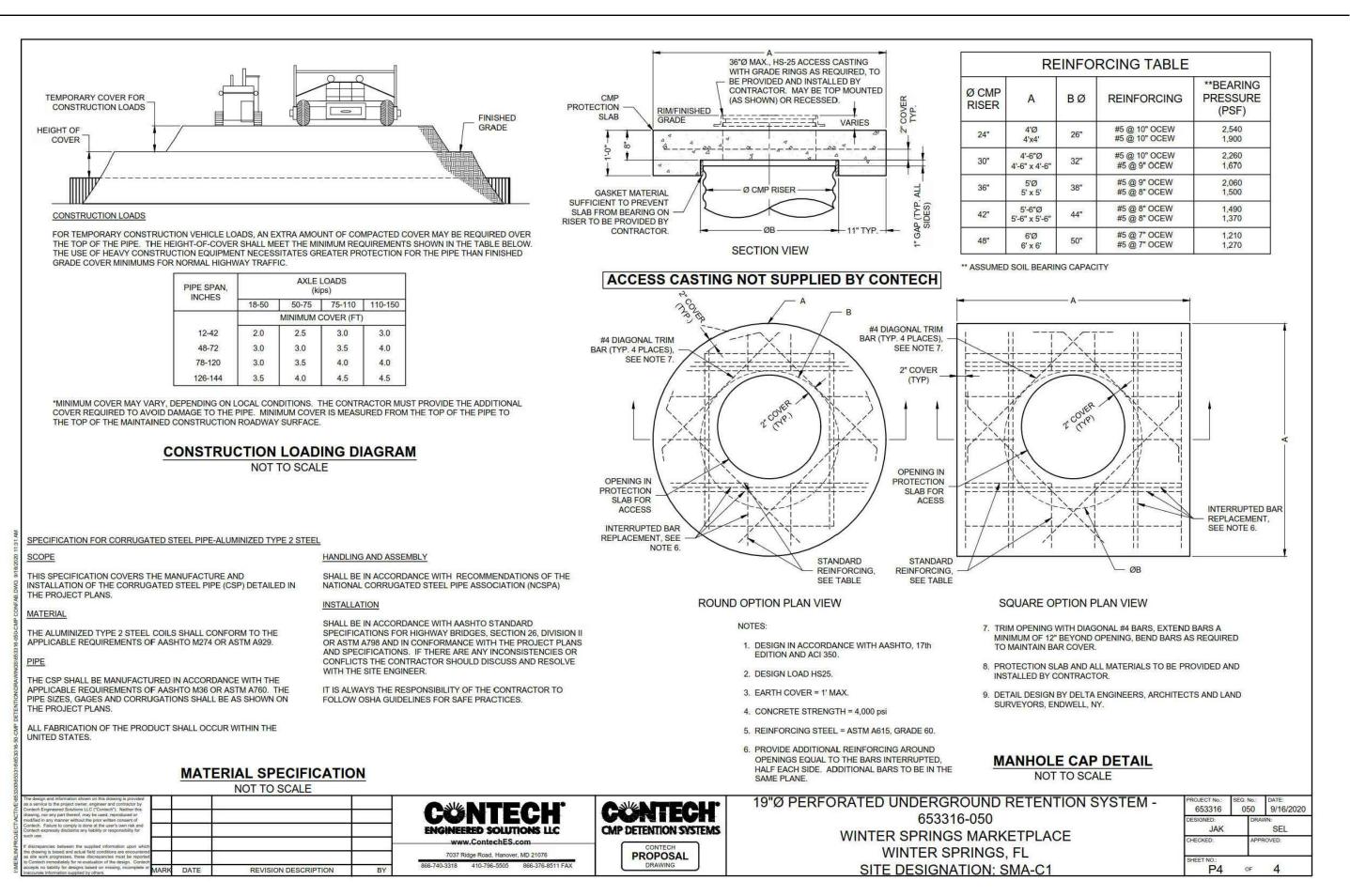
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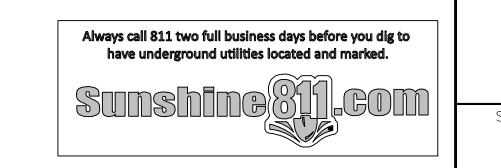
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IGER, P.E.

© 2019 KIMLEY
E NUMBER 189 S.ORANGE AVENUE, SUIT
PHONE:
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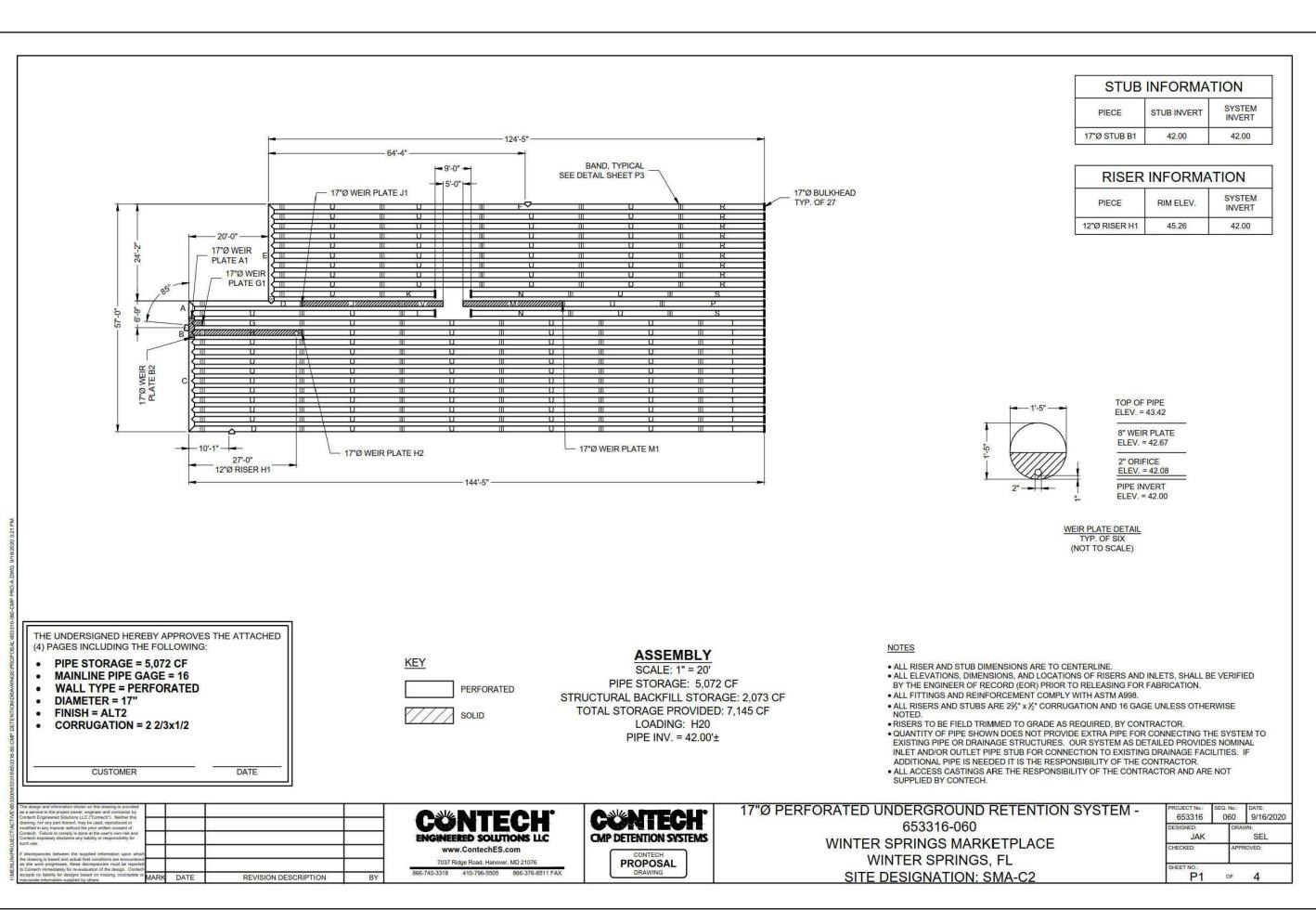
WWW.KIMLEY-HORN

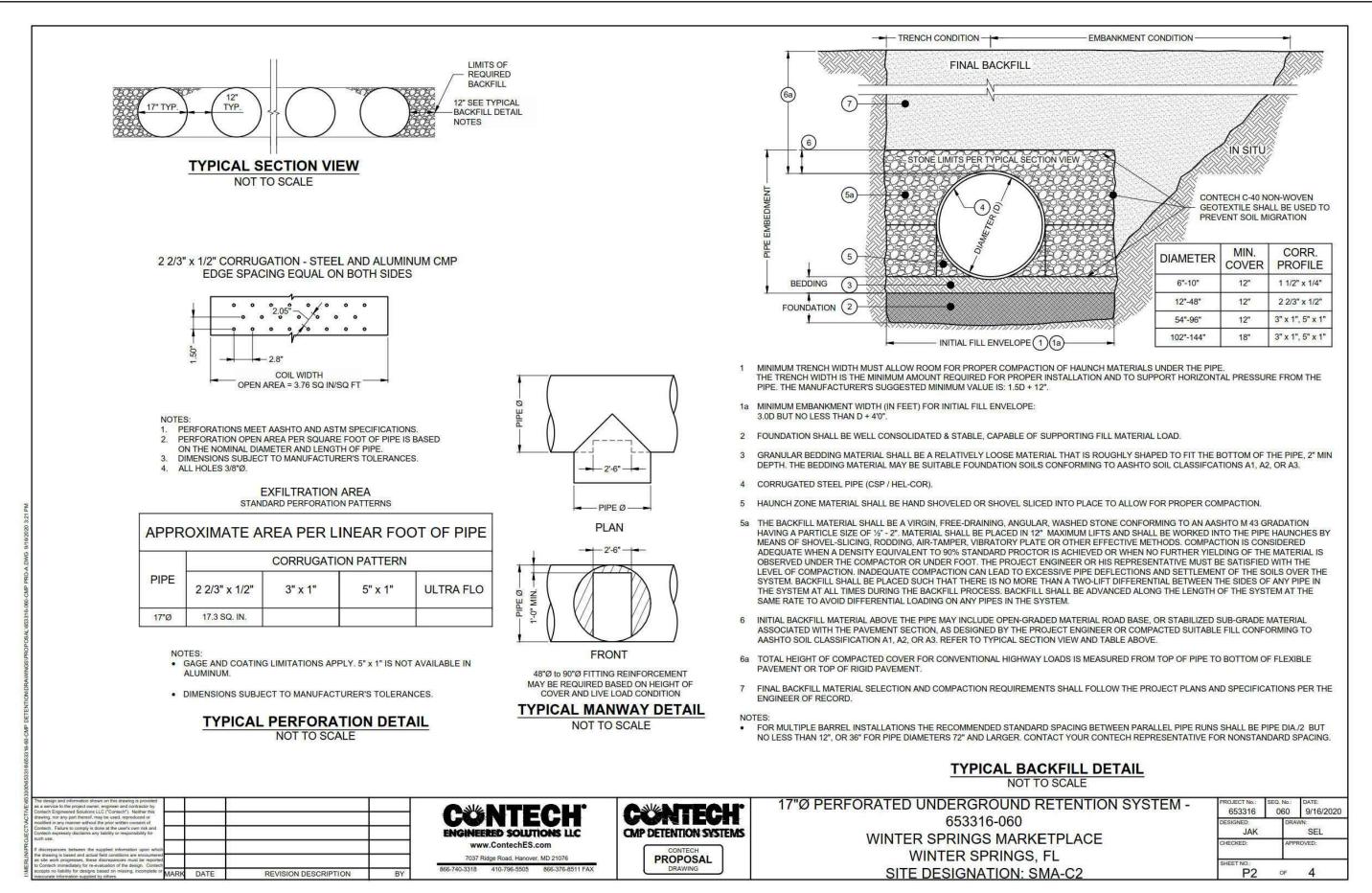
**ITECH DETAILS** 

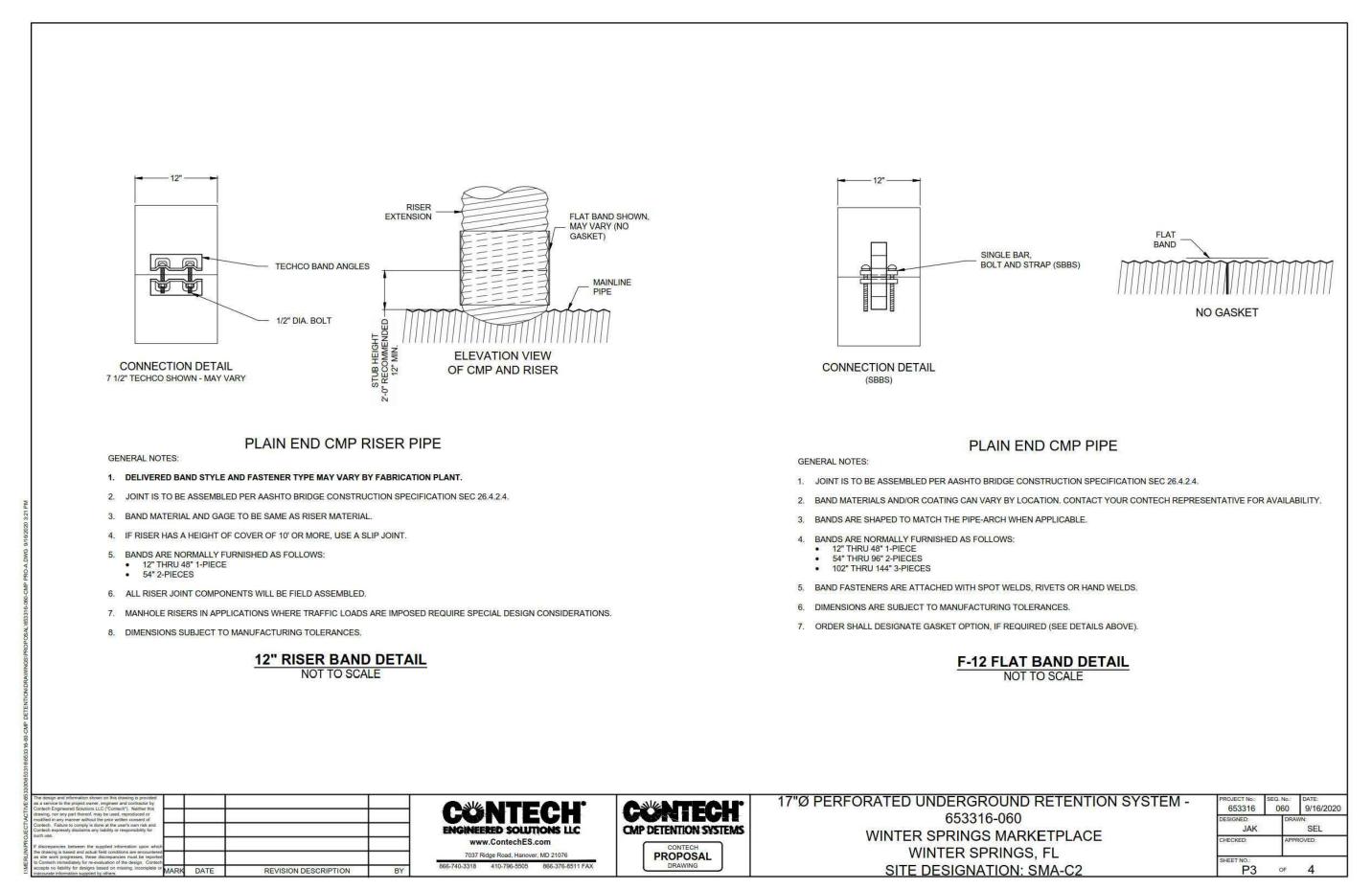
NTER SPRINGS ARKETPLACE

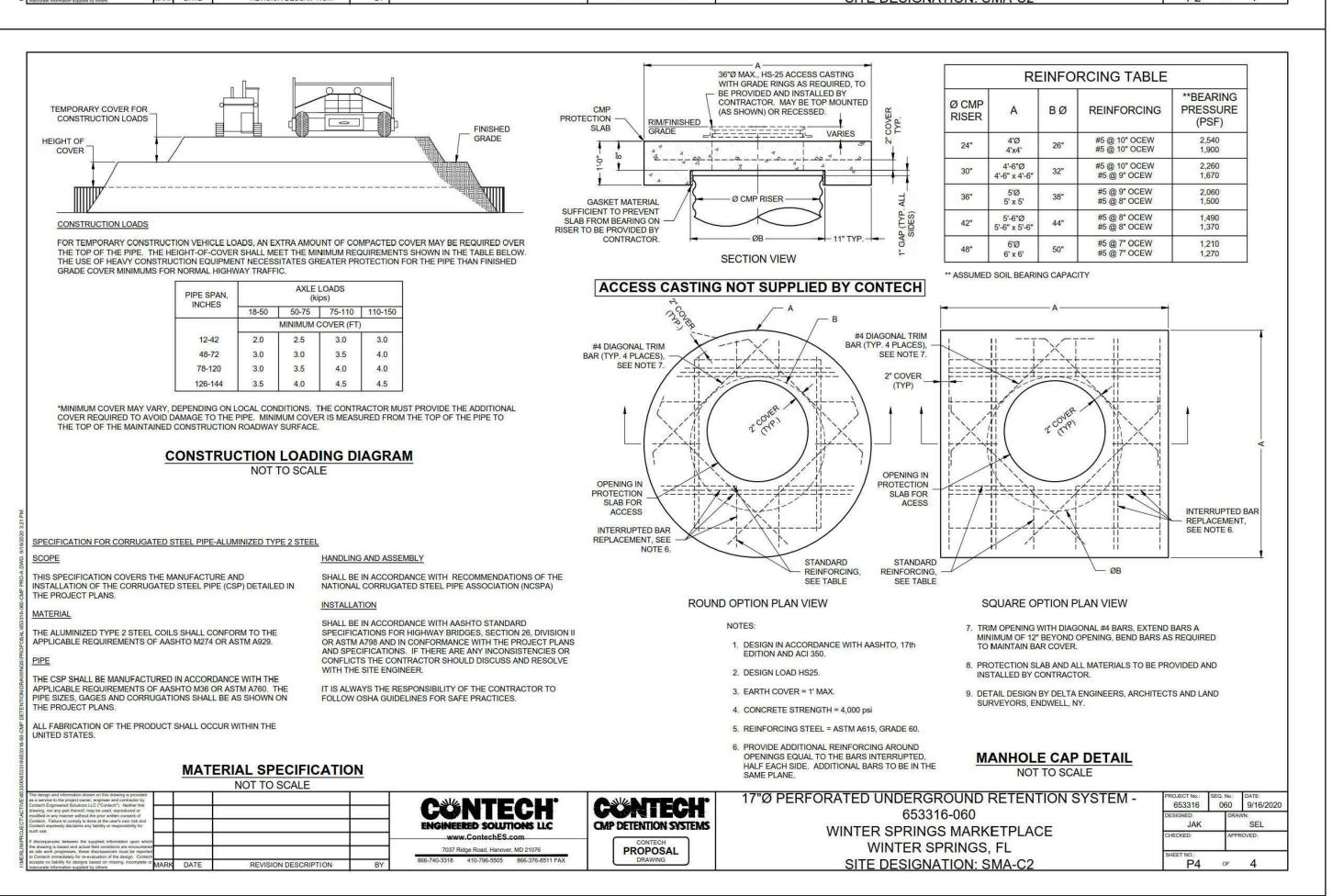
MAR

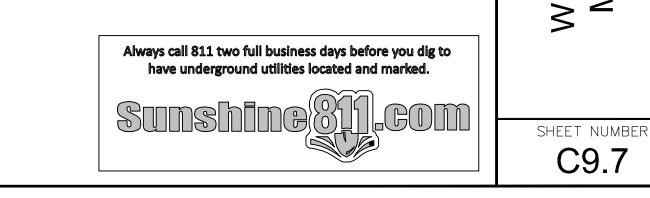
SHEET NUMBER C9.6





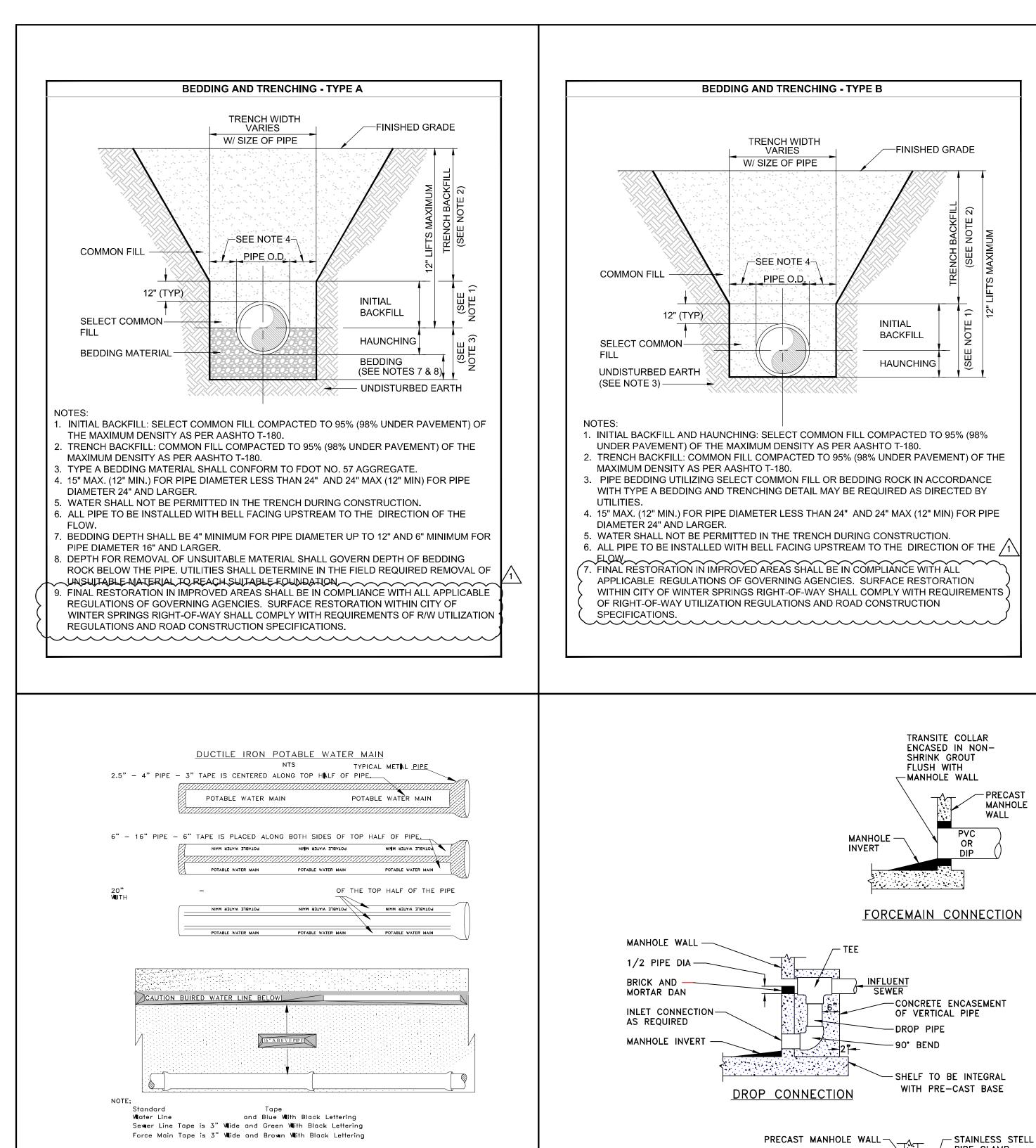






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NOTES:

Section 9

1. PENETRATION TO EXISTING

2. OUTSIDE DROP CONNECTION

MAIN INVERT CHANNEL

MANHOLES SHALL BE CORE

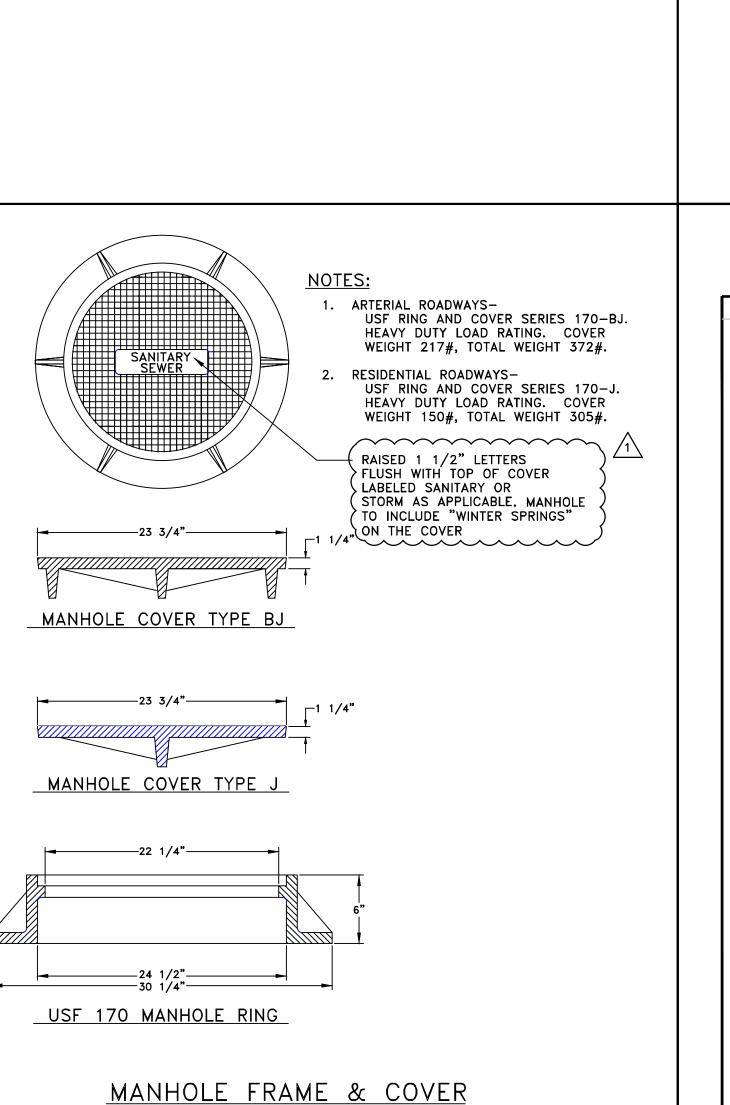
SHALL BE REQUIRED WHENEVER

AN INFLUENT SEWER IS LOCATED

TWO FEET OR MORE ABOVE THE

PIPE IDENTIFICATION AND WARNING TAPE

City of Winter Springs



W.S. Detail 6-9-00

PIPE CLAMP

- RESILIENT CONNECTOR

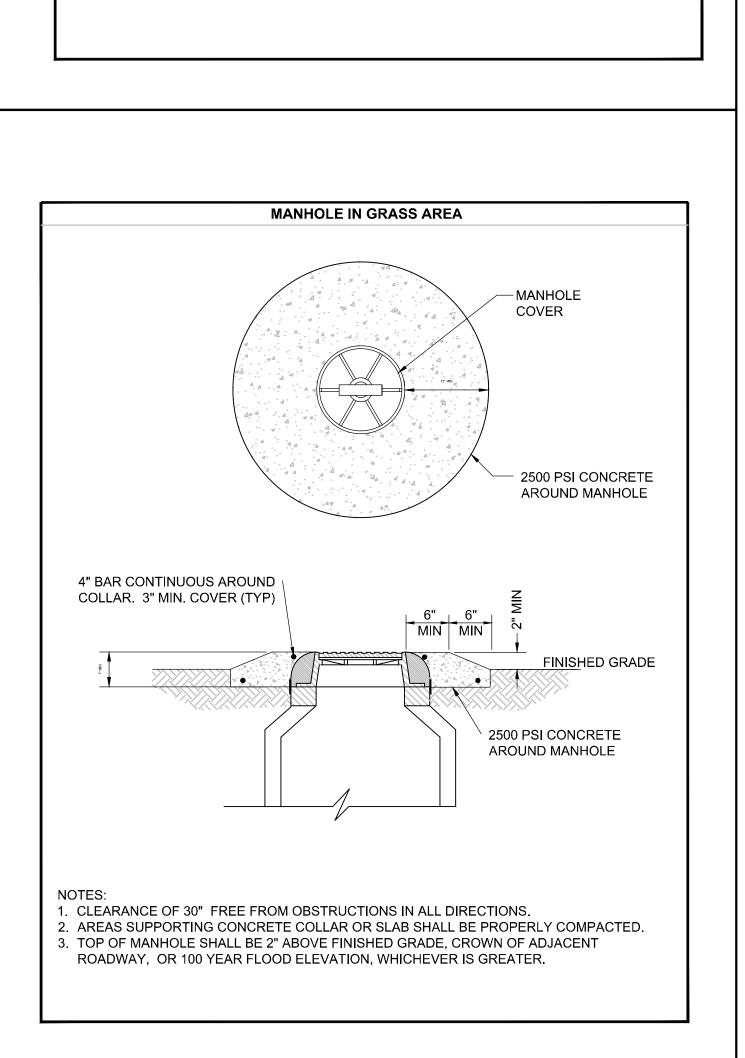
TYPICAL CONNECTION

STAINLESS STEEL BOUND-

FILL WITH GROUT —

MANHOLE INVERT

TYPICAL MANHOLE CONNECTIONS



VALVE, VALVE BOX AND COVER

SEWER

TYPICAL VALVE BOX COVER DETAILS

TYPICAL VALVE AND VALVE BOX DETAIL

TO BE DETERMINED

SET TOP OF VALVE BOX

18"x18"x4" CONCRETE

MECHANICAL JOINT

COLLAR WITH #4 REBAR

TO FINISHED GRADE

ADJUSTABLE

(CAST IRON)

GATE VALVE

– VALVE BOX

POTABLE WATER

TO BE DETERMINED

WSW001 12-07-93

RECLAIMED WATER

XXXXXXXX

RECLAIMED WATER

EXTENSION STEM WITH 2" SQ. WRENCH NUT

AND UPPER GUIDE -

REQUIRED FOR MORE

BOX SHALL NOT

REST ON VALVE

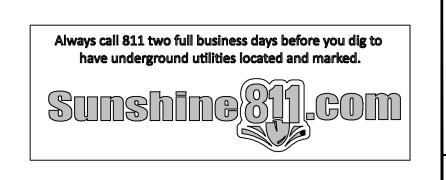
OR PIPE —

VALVE (TYPE

AS SPECIFIED)

THAN 4' DEPTH

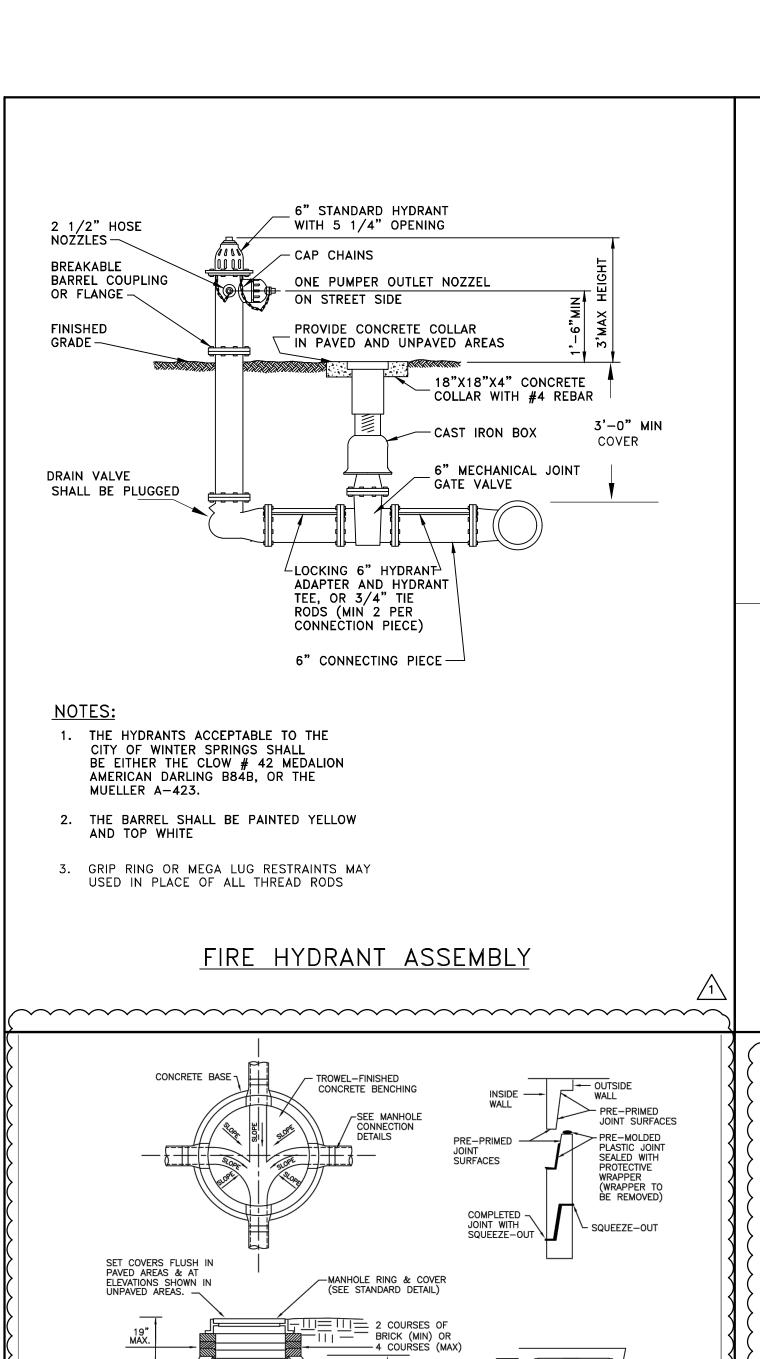
TO BE DETERMINED

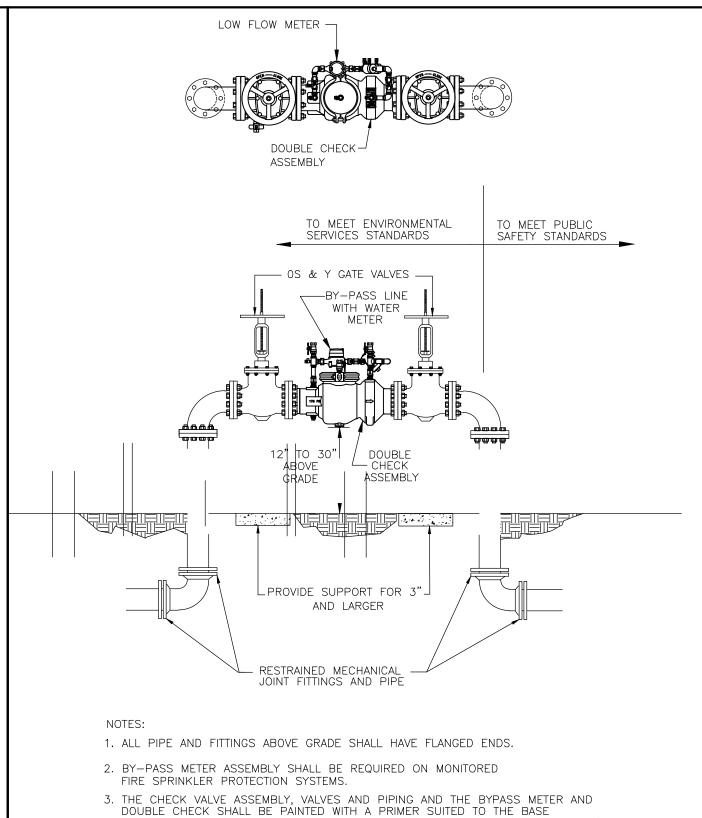


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SPRING!

SHEET NUMBER





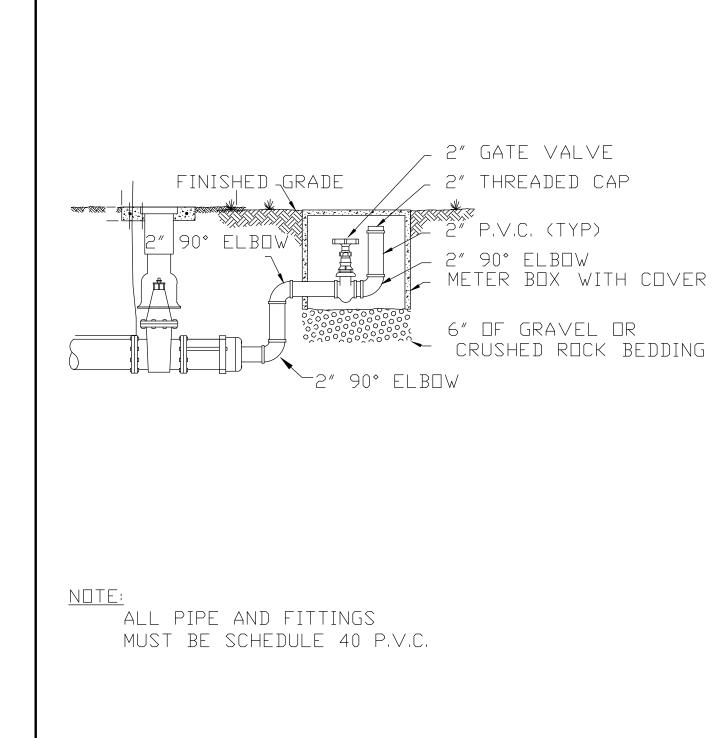
MATERIALS AND FINISHED WITH TWO COATS OF EXTERIOR ENAMEL (COLOR IS RED).

4. BYPASS METER AND BACKFLOW PREVENTER SHALL BE ASSEMBLED WITH APPROPRIATE

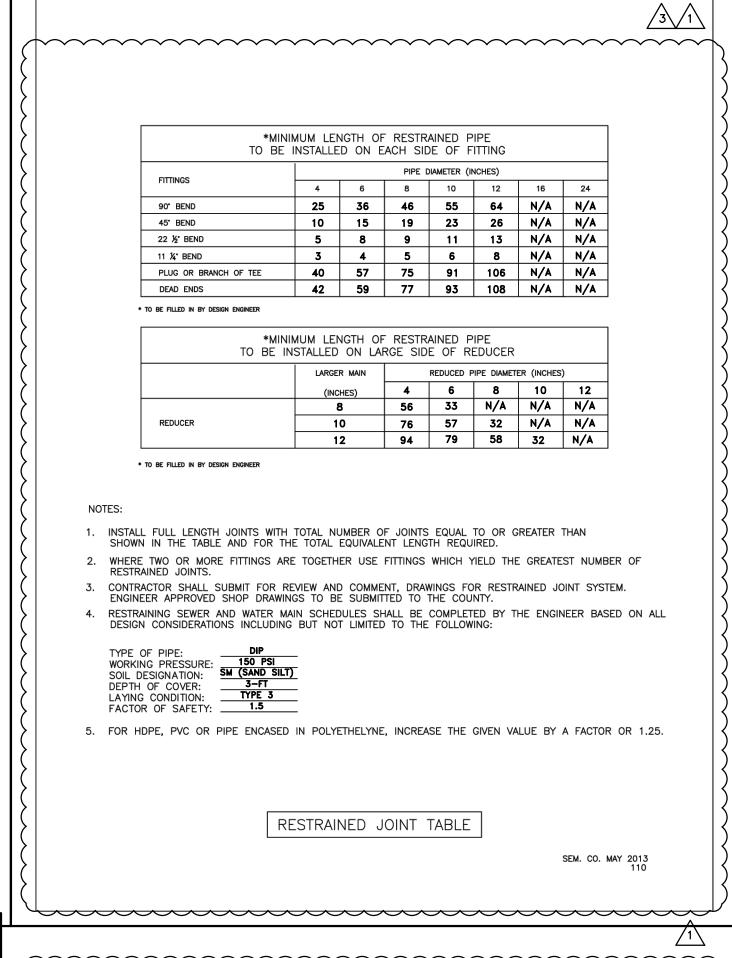
SEM. CO FEB 2015

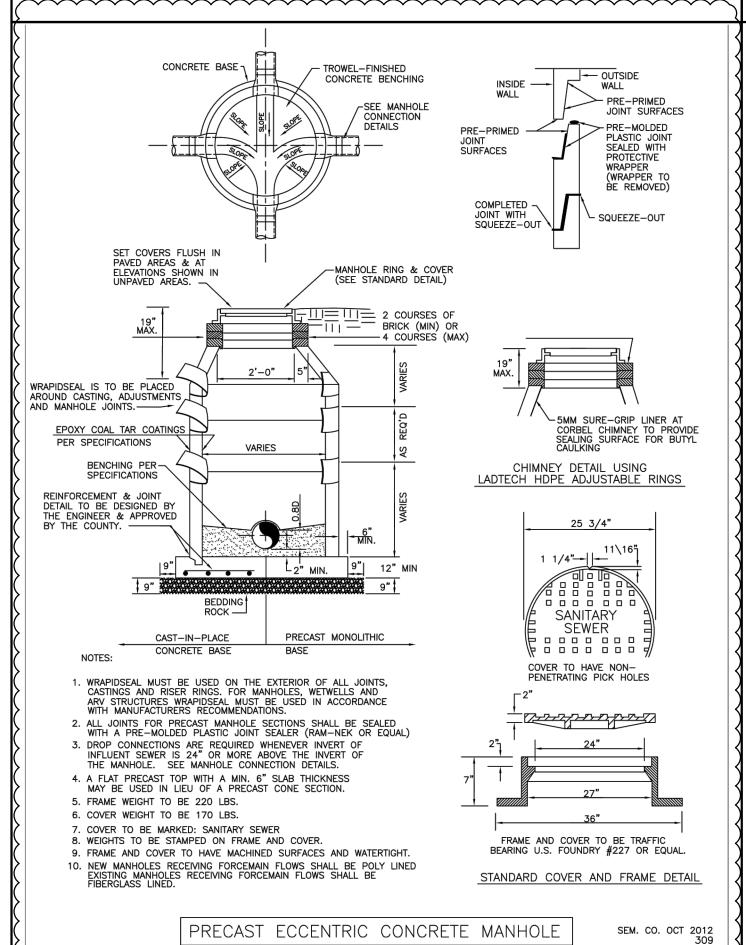
DOUBLE DETECTOR CHECK ASSEMBLY

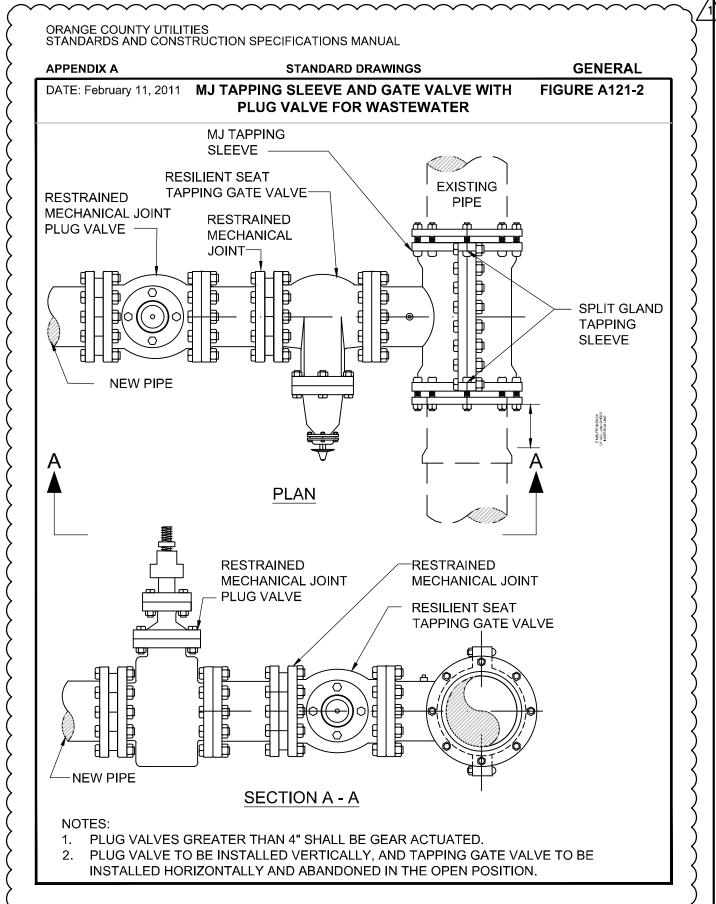
FITTINGS TO ALLOW REMOVAL AND RE-INSTALLATION.

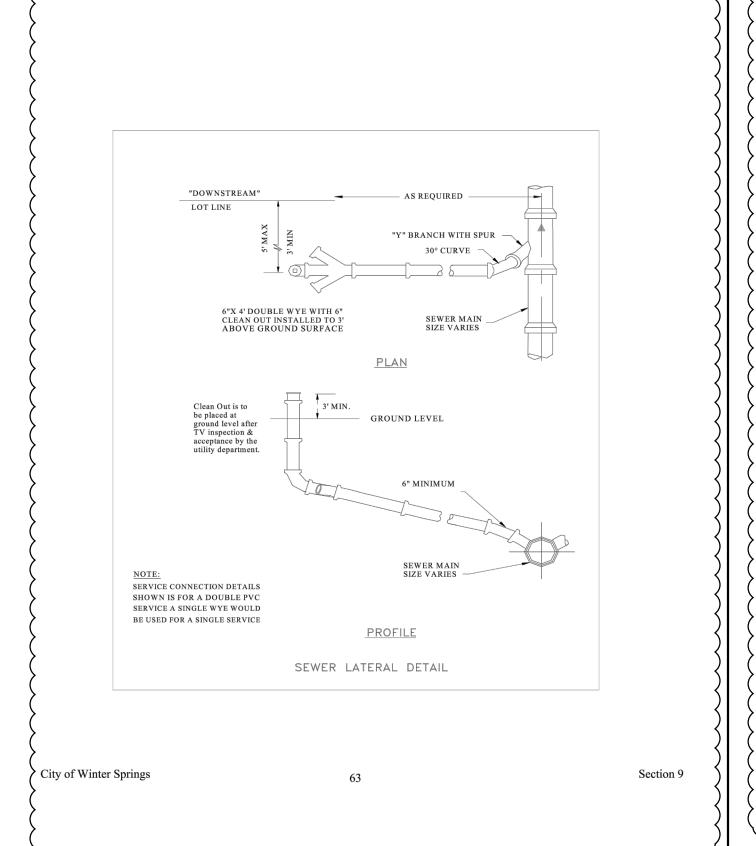


BLOWOFF VALVE

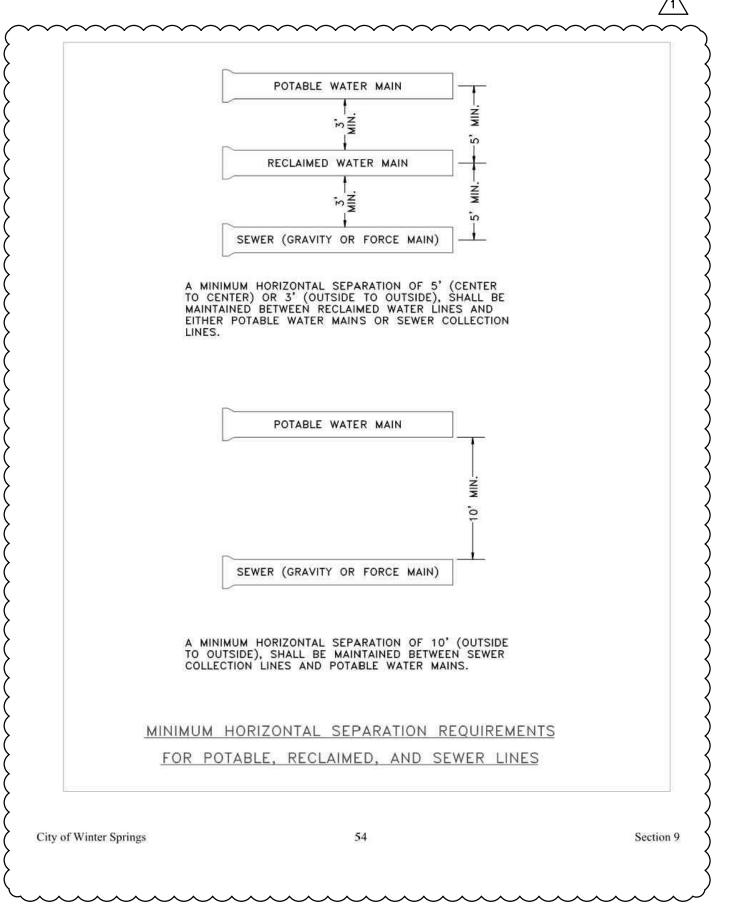


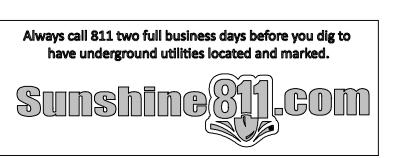






W.S. DETAIL 6-9-00 DT





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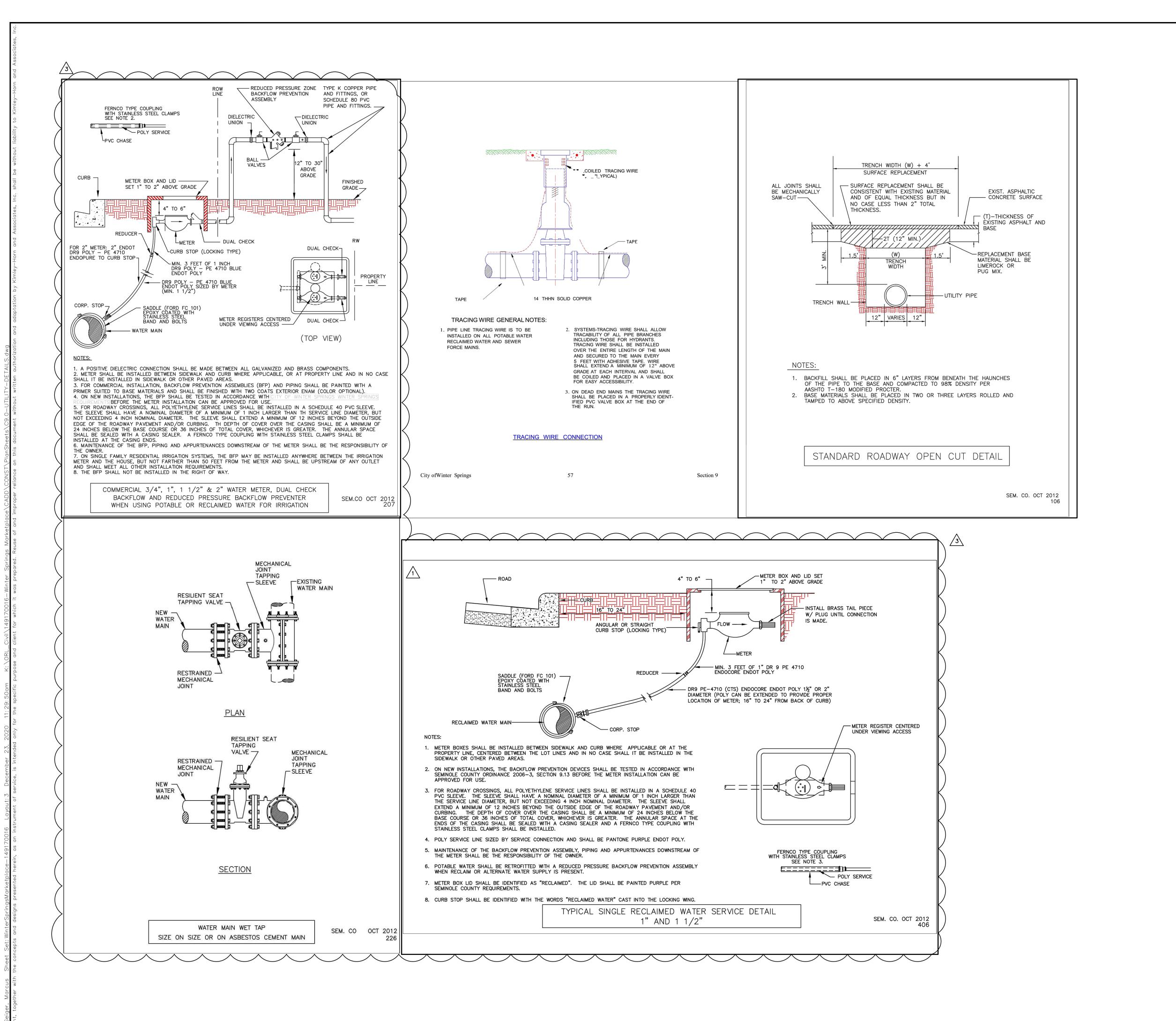
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SPRING: TPLACE

WINTER MARKE

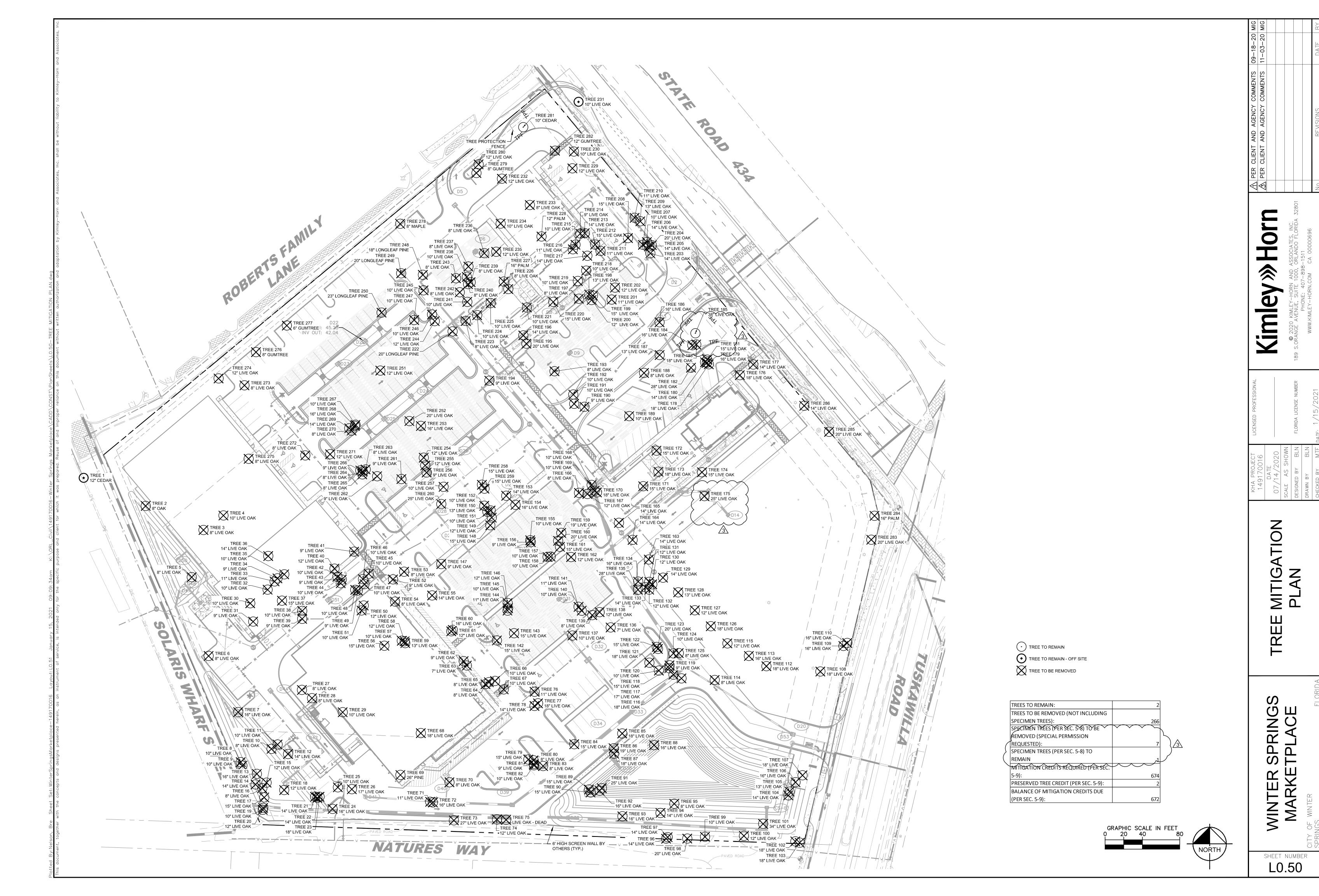
SHEET NUMBER



Always call 811 two full business days before you dig to have underground utilities located and marked.

SPRING: TPLACE

SHEET NUMBER



The color of the									0175 (0011)			1 4071011		
C	NUMBER	SIZE (DBH)	BOTANICAL NAME	COMMON NAME	ACTION	MITIGATION (TREES)	NOTES	NUMBER 101	SIZE (DBH) 34	BOTANICAL NAME QUERCUS VIRGINIANA	COMMON NAME LIVE OAK	ACTION REMOVE	MITIGATION (TREES	<u></u>
Total Processes	2												_	
1   1   1   1   1   1   1   1   1   1		8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1		104	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		FOOR
To			-							-			-	
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No.						2				-			4	
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1	14	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	-		115	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
2			•			3 1				-			4	
The content of the	17			LIVE OAK	REMOVE			118	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		
1			-	<del> </del>		-								
20			-										'	
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2			-			4							3	
B						1							3	
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1	31	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2		<u> </u>					3	
1.						2 2							3	
1	34	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2							,	
10													1	DEGRADED
22   S	37	15	QUERCUS VIRGINIANA	LIVE OAK				137		QUERCUS VIRGINIANA	LIVE OAK	REMOVE		
41   S.   CHIEFE STREAM   CHIEF ST			-							-			3 1	
14														
44 10 OARCZYWERNAM 19 DAC 19 D														
46   10			-	<del> </del>										
22   10			-											
10														
Sec.   12   DARGOS PRINAMAN   UNITORS   PRINCE   2				<del> </del>		2								
15						2		<u> </u>						
50   S	51	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2				-			2	
Section   Sect						2 1							2	
SECOND   CONTROL   CONTR	54	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1		154	16	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		
10   OURRILLY REBINARIA   UVC OAK   REMOVE   2   150   OURRILLY REBINARIA   UVC OAK   REMOVE   3   150   OURRILLY REBINARIA   UVC OAK   REMOVE   4   150   OURRILLY REBINARIA   UVC OAK   REMOVE   3   OURRILLY REBINARIA   UVC OAK   REMOVE   2   OURRI													2 2	
13   OUFFICIAL WISH MARKA   LIVE DAK   PREMOVE   3   13   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   4   100   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   4   100   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   5   101   15   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   5   101   15   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   5   101   15   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   5   101   15   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   5   102   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   6   102   OUFFICIAL WISH MARKA   LIVE DAK   REMOVE   7   103   OUFFI								157		QUERCUS VIRGINIANA	LIVE OAK	REMOVE		
61   12   QUENCUS VINDINIANA   UNC OAK   REMOVE   3   22   2   QUENCUS VINDINIANA   UNC OAK   REMOVE   3   3   3   3   3   3   3   3   3						<del>-</del>							2 4	
62   9   OUBFICES VIRGINANA   UVE DAK   PREMOVE   2						· ·				-				
B   S   QUERCLY VIRGINAMA   LINE DAK   REMOVE   1   16   51   QUERCLY S VIRGINANA   LINE DAK   REMOVE   3   1   1   1   1   1   1   1   1   1										<del>                                     </del>				
15   14   QUERCUS VIRGINIANA   LIVE DAK   REMOVE   1						1								
FOR   10   QUERCUS VIRGINIANA   LIVE DAK   REMOVE   2						1				+ '				
68   18						2				·			1	
70   8   QUERCUS VIRIGINIANA   LIVE DAK   BEMOVE   1   1   QUERCUS VIRIGINIANA   LIVE DAK   BEMOVE   4   1   1   QUERCUS VIRIGINIANA   LIVE DAK   BEMOVE   3   1   QUERCUS VIRIGINIANA   LIVE DAK   BEMOVE   3   1   QUERCUS VIRIGINIANA   LIVE DAK   BEMOVE   3   TODOR		18	<u> </u>			4								
11						0 1				-			2 4	
73   27   QUENCUS VIRGINIANA   LIVE OAK   REMOVE   3   POOR   12   2   QUENCUS VIRGINIANA   LIVE OAK   REMOVE   3   POOR   174   15   QUENCUS VIRGINIANA   LIVE OAK   REMOVE   3   POOR   174   15   QUENCUS VIRGINIANA   LIVE OAK   REMOVE   3   POOR   174   15   QUENCUS VIRGINIANA   LIVE OAK   REMOVE   3   POOR   174   15   QUENCUS VIRGINIANA   LIVE OAK   REMOVE   4   POOR   175   POOR   175   POOR   POOR   175   POOR   POOR   POOR   POOR   175   POOR	71	11	QUERCUS VIRGINIANA	LIVE OAK	REMOVE			171	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
174			1			4	SPECIMEN			-			3 4	
11	74	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		POOR	174	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	25
177   18							SPECIMEN						4	SPECIMEN
179   15	77	18	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4		177	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		
80   8   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   1													4	
10   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2     182   28   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   3   184   195   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   4   183   18   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   4   184   196   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   4   185   184   196   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   4   185   38   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   4   185   38   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   4   187   13   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   3   188   8   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   1   188   8   8   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   1   188   188   8   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   1   188   188   8   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   1   188   188   8   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2   199   15   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2   199   15   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2   199   190   9   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2   199   190   9   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2   199   190   9   QUERCUS VIRGINIANA   LIVE OAK   REMOVE   2   199   190										-				
15													3	SPECIMEN
185   18						1 2							•	
18												REMAIN	<u>                                     </u>	SPECIMEN
188   16						4 A							4 2	
90 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 SPECIMEN 91 25 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 SPECIMEN 92 16 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 193 16 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 2 1	88	16	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4		188	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
91 25 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 192 16 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 193 16 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 192 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 197 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 197 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 198 13 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 198 13 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 15 QUERCUS VIRGINIANA LI										<u> </u>			2	
93 16 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 193 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 194 9 QUERCUS VIRGINIANA LIVE OAK REMOVE 2 195 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 197 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 198 13 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 198 13 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 199 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 199 15 QUERCUS	91	25	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		SPECIMEN	191	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
94 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 195 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 195 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 4 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 196 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 197 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 197 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 197 8 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 198 13 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 199 199 1199 1199 1199 1199 1199 119										<u> </u>			1	
96 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 97 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 98 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 99 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 190 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 11 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 12 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 13 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 1 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3 16 19 19 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3	94	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3		194	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
97 14 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 98 20 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 99 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 99 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 190 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3			-			_	POOR			-			3	
99 10 QUERCUS VIRGINIANA LIVE OAK REMOVE 0 POOR 199 15 QUERCUS VIRGINIANA LIVE OAK REMOVE 3	97	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	0	POOR	197	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
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	100	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	0	POOR			· ·				

NUMBER	SIZE (DBH)	BOTANICAL NAME	COMMON NAME	ACTION	MITIGATION (TREES)	NOTES
201	11	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
202	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
203	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
204	20	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4	
205	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
206	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
207	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
208	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
209	13	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
210	11	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
211	11	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
212	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
213	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
214	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
215	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
216	11	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
217	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
218	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
219	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
220	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
221	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
		7			<del> </del>	
222	20	PINUS PALUSTRIS	LONGLEAF PINE	REMOVE	4	
223	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
224	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
225	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
226	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
227	16	PALMETTO SP.	PALM	REMOVE	4	
228	12	PALMETTO SP.	PALM	REMOVE	3	
229	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
230	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
231	10	QUERCUS VIRGINIANA	LIVE OAK	REMAIN - OFF SITE		_
232	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
233	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
234	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
235	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
236	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
237	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
237	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
239	8					
		QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
240	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
241	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
242	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
243	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
244	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
245	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
246	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
247	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
248	18	PINUS PALUSTRIS	LONGLEAF PINE	REMOVE	4	
249	20	PINUS PALUSTRIS	LONGLEAF PINE	REMOVE	4	
250	23	PINUS PALUSTRIS	LONGLEAF PINE	REMOVE	4	
251	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
252	20	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4	
253	16	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4	
254	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
255	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
255 256	9	·			2	
		QUERCUS VIRGINIANA	LIVE OAK	REMOVE		
257	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
258	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
259	15	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	CDEO:
260	25	QUERCUS VIRGINIANA	LIVE OAK	REMOVE		SPECIMEI
261	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
262	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
263	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
264	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
265	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
266	9	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
267	10	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	2	
268	16	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4	_
269	14	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
270	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
271	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
271	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
		7			<del> </del>	
273	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
274	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
275	8	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	1	
276	8	EUCALYPTUS SP.	GUMTREE	REMOVE	1	
277	6	EUCALYPTUS SP.	GUMTREE	REMOVE	1	
278	8	ACER SP.	MAPLE	REMOVE	1	
279	8	EUCALYPTUS SP.	GUMTREE	REMOVE	1	
280	12	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	3	
281	10	CEDRUS SP.	CEDAR	REMAIN	0	
282	12	EUCALYPTUS SP.	GUMTREE	REMOVE	3	
282	20	QUERCUS VIRGINIANA	LIVE OAK	REMOVE	4	
		•				
284	16	PALMETTO SP.	PALM	REMOVE REMOVE	4 4	
285	20	QUERCUS VIRGINIANA	LIVE OAK			

	TREES TO REMAIN:	2	
	TREES TO BE REMOVED (NOT INCLUDING		
	SPECIMEN TREES):	266	
	SPECIMEN TREES (PER SEC. 5-8) TO BE		
	REIVIONED (SPECIAL PERIVISSION		
(	REQUESTED):	7	{
(	SPECIMEN TREES (PER SEC. 5-8) TO		) (3)
(	REMAIN		ک ر
	MITIGATION CREDITS REQUIRED (PER SEC.		
	5-9):	674	
	PRESERVED TREE CREDIT (PER SEC. 5-9):	2	
	BALANCE OF MITIGATION CREDITS DUE		
	(PER SEC. 5-9):	672	

SPRINGS

MITIGATION PLAN

TREE

Kimley» Horn

SHEET NUMBER L0.51

# TREE MITIGATION SPECIFICATIONS

- A. GENERAL
  - CONTRACTOR SHALL ADHERE TO ALL TREE PROTECTION REQUIREMENTS LISTED IN THESE SPECIFICATIONS AND/OR THOSE LISTED IN THE CITY OR COUNTY ZONING CODE, TREE PROTECTION (LATEST EDITION). WHICHEVER IS MORE STRINGENT SHALL APPLY.
- 2. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION PROCEDURES WITH THE PROJECT ARBORIST PRIOR TO BEGINNING WORK. ANY AREAS SUBJECT TO EROSION MUST BE ADEQUATELY STABILIZED WITH VEGETATION MATERIAL THAT WILL, WITHIN A
- REASONABLE TIME FRAME, DETER SOIL DISTURBANCE. 4. NO SIGNS, BUILDING PERMITS, WIRES OR OTHER ATTACHMENTS OF ANY KIND SHALL BE ATTACHED TO ANY TREE OR PALM. GUY
- WIRES DESIGNED TO PROTECT TREES ARE EXCLUDED FROM THIS PROHIBITION.
- 5. EXISTING TREE LOCATIONS AND SIZES ARE ESTIMATES AND ARE BASED ON A SURVEY PROVIDED BY THE OWNER SELECTED SURVEYOR.
- 6. CONTRACTOR SHALL COORDINATE TREE REMOVAL WITH PERMITTING AGENCY AND PROJECT ARBORIST PRIOR TO CONSTRUCTION. NO PERSON MAY REMOVE OR CAUSE TO BE REMOVED ANY PROTECTED TREE OR PALM WITHOUT FIRST HAVING PROCURED A PERMIT AS PROVIDED BY THE APPROPRIATE PERMITTING AGENCY.
- 7. FOR PROTECTED TREES OR PALMS BEING REMOVED, THE CONTRACTOR MUST GIVE THE PERMITTING AGENCY REASONABLE OPPORTUNITY TO RELOCATE TREES DESIGNATED FOR REMOVAL TO ANOTHER SITE AT THE PERMITTING AGENCY'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR POSSESSING ALL REQUIRED APPLICATOR LICENSES, BUSINESS REGISTRATIONS AND INSURANCE, PESTICIDE LABELS, AND MATERIAL DATA SAFETY SHEETS. THE CONTRACTOR IS ALSO RESPONSIBLE FOR HAVING ALL SPILL CONTAINMENT MATERIALS AND REQUIRED PERSONAL PROTECTIVE EQUIPMENT FOR PESTICIDE APPLICATIONS AND ACCIDENTAL SPILLS ON SITE AT ALL TIMES. THE OWNER RESERVES THE RIGHT TO INSPECT EACH APPLICATOR AND HAVE THESE MATERIALS PRESENTED BEFORE AND DURING ANY PESTICIDE TREATMENT.
- WHERE TRAFFIC AREAS ARE PROPOSED WITHIN THE DRIP LINE OF PROTECTED TREES AND LESS THAN FOUR (4) INCHES OF GRADE CHANGE ARE PROPOSED, PERMEABLE SURFACES THAT ALLOW AIR AND WATER INTO THE SOIL SHOULD BE USED IN LIEU OF ASPHALT OR OTHER SUCH IMPERVIOUS SURFACES.
- 10. TREE WELLS OF AN APPROVED DESIGN SHALL BE CONSTRUCTED AROUND ALL TREES TO BE PRESERVED WHEN MORE THAN FOUR INCHES OF FILL IS TO BE DEPOSITED WITHIN THE DRIP LINE AREA OF THOSE TREES. COORDINATE WITH PROJECT ARBORIST.
- 11. THE SEQUENCE OF TREE MITIGATION AND PRESERVATION MEASURES IS IMPERATIVE TO THE HEALTH AND SURVIVABILITY OF THE SUBJECT TREES AND SHALL BE COORDINATED WITH THE OWNER SELECTED PROJECT ARBORIST. THE DESIRED SEQUENCE IS
- a. TREE PROTECTION FENCING.
- b. ROOT PRUNING AND ROOT BARRIERS.
- c. CLEARING.
- TREE CANOPY PRUNING.
- e. FERTILIZATION.
- f. INSECTICIDE.
- g. IRRIGATION.
- B. TREE PROTECTION FENCING
- PRIOR TO THE ERECTION OF ANY TREE PROTECTION FENCING, ALL FOREIGN SURFACE MATERIAL, TRASH OR DEBRIS SHALL BE REMOVED FROM THE AREA TO BE ENCLOSED BY THE FENCING. AFTER ERECTION OF THE FENCING NO SUCH MATERIAL OR LITTER SHALL BE PERMITTED TO REMAIN WITHIN THE PROTECTED AREA.
- TREE PROTECTION FENCING SHALL BE PLACED AROUND ALL PROTECTED TREES TO CREATE A PROTECTIVE ROOT ZONE AND SHALL REMAIN IN PLACE UNTIL SITE CLEARING, LAND ALTERATION, AND CONSTRUCTION ACTIVITIES ARE COMPLETE.
- NATIVE GROUND COVER AND UNDERSTORY VEGETATION EXISTING WITHIN THE PROTECTED AREA SHALL REMAIN THROUGHOUT CONSTRUCTION. OTHER DESIGNATED VEGETATION AND INVASIVE PLANT SPECIES SHALL BE REMOVED ONLY BY MANUAL LABOR UTILIZING HAND TOOLS, OR BY OTHER METHODS APPROVED BY THE PROJECT ARBORIST.
- 4. TREE PROTECTION FENCING TYPES AND LOCATIONS SHALL BE ERECTED AS SHOWN ON THE TREE MITIGATION PLANS AND DETAILS,
- 5. FINAL LOCATIONS SHALL BE COORDINATED WITH AND APPROVED BY THE PROJECT ARBORIST.
- 6. NO MATERIALS, EQUIPMENT, SPOIL, WASTE OR WASHOUT WATER MAY BE DEPOSITED, STORED, OR PARKED WITHIN 20 FEET OF
- EROSION CONTROL DEVICES SUCH AS SILT FENCING, DEBRIS BASINS, AND WATER DIVERSION STRUCTURES SHALL BE INSTALLED TO PREVENT SILTATION AND/OR EROSION WITHIN THE TREE PROTECTION ZONE.
- 8. CONSTRUCTION ACTIVITY SHALL NOT DESTROY OR IRREVERSIBLY HARM THE ROOT SYSTEM OF PROTECTED TREES. POST HOLES AND TRENCHES LOCATED CLOSE TO PROTECTED TREES SHALL BE ADJUSTED TO AVOID DAMAGE TO MAJOR ROOTS.
- DO NOT INSTALL CONDUIT, DRAIN OR IRRIGATION LINES, OR ANY UTILITY LINE WITHIN THE TREE PROTECTION ZONE WITHOUT THE APPROVAL OF THE PROJECT ARBORIST. IF LINES MUST TRAVERSE THE PROTECTION AREA, THEY SHALL BE TUNNELED OR BORED
- 10. CONTRACTOR'S ACCESS TO FENCED TREE PROTECTION AREAS WILL BE PERMITTED ONLY WITH APPROVAL OF THE PROJECT
- 11. EXCAVATION OR GRADING REQUIRED WITHIN THE PROTECTED AREA SHALL BE LIMITED TO THREE (3) INCHES OF CUT OR FILL. COORDINATE WITH PROJECT ARBORIST.
- 12. STRUCTURES AND UNDERGROUND FEATURES TO BE REMOVED WITHIN THE TREE PROTECTION ZONE SHALL BE COORDINATED WITH THE PROJECT ARBORIST.
- 13. TREE PROTECTION FENCING AROUND TREES TO BE RELOCATED SHALL BE ERECTED UNTIL THE TREE IS READY TO BE RELOCATED

AND NEW FENCING SHALL BE ERECTED AT THE TREES NEW LOCATION AND WILL REMAIN IN PLACE UNTIL ALL CONSTRUCTION

- 14. IF ANY DAMAGE TO TREE PROTECTION FENCING SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE, THE CONTRACTOR SHALL BE
- RESPONSIBLE FOR IMMEDIATE REPAIRS.
- 15. IF TEMPORARY HAUL OR ACCESS ROADS MUST PASS OVER THE PROTECTED AREA OF TREES TO BE PRESERVED, A ROAD BED OF SIX (6) INCHES OF MULCH OR GRAVEL SHALL BE CREATED TO PROTECT THE SOIL. THE ROAD BED MATERIAL SHALL BE REPLÉNISHED AS NECESSARY TO MAINTAIN A SIX (6) INCH ROAD BED AT ALL TIMES. CONTRACTOR SHALL REMOVE ALL SUCH MATERIALS FROM THE SITE AS SOON AS TEMPORARY ACCESS IS NO LONGER NECESSARY.
- 16. CONTRACTOR SHALL COORDINATE WITH THE PROJECT ARBORIST PRIOR TO THE REMOVAL OF ALL TREE PROTECTION FENCING.
- C. ROOT PRUNING/TRENCHING
- 1. TRENCHING LOCATIONS SHALL BE APPROVED IN THE FIELD BY THE PROJECT ARBORIST.
- TRENCHING EQUIPMENT THAT WILL TURN AT HIGH RPM'S IS PREFERRED, AND SHALL BE APPROVED BY THE PROJECT ARBORIST. APPROVED EQUIPMENT WILL BE USED TO PERFORM ALL ROOT PRUNING OPERATIONS. A MINIMUM DEPTH OF THREE FEET IS
- 3. INSTALL ROOT BARRIER WHERE DESIGNATED. SEE TREE MITIGATION PLAN AND DETAIL SHEETS.
- 4. THE TRENCH SHALL BE BACKFILLED WITH PREVIOUSLY EXCAVATED SOIL AND COMPACTED IMMEDIATELY.
- 5. TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF TWELVE (12) WEEKS PRIOR TO TREE RELOCATION.
- WHEN THE TREE ROOT ZONE WILL BE DISTURBED, AFFECTED ROOTS MUST BE SEVERED BY CLEAN PRUNING CUTS AT THE POINT WHERE CONSTRUCTION IMPACTS THE ROOTS.
- 1. ANY BRUSH CLEARING REQUIRED WITHIN THE TREE PROTECTION ZONE SHALL BE ACCOMPLISHED WITH HAND-OPERATED
- 2. CONTRACTOR SHALL CLEAR ALL TREE PROTECTION AREAS OF VINES, SHRUBS, GROUND COVERS, WEEDS, SAPLINGS, AND INVASIVES LISTED ON THE LATEST EDITION OF THE FLORIDA EXOTIC PEST PLANT COUNCIL'S LIST OF INVASIVE SPECIES.
- 3. PROJECT ARBORIST MUST APPROVE METHODS OTHER THAN HAND CLEARING.
- TYPICAL TREE MITIGATION NOTES

- 4. A TWO (2) INCH LAYER OF MULCH SHALL BE APPLIED OVER THE SURFACE OF EXPOSED ROOTS OF PROTECTED TREES DURING THE SITE CLEARING PHASE.
- TREE PRUNING SPECIFICATIONS SHALL BE DEFINED BASED ON SPECIFIC RECOMMENDATIONS OF THE PROJECT ARBORIST. INFORMATION PRESENTED BELOW SHOULD BE USED AS A GUIDELINE.
- 2. CONTRACTOR SHALL VISIT THE SITE WITH THE PROJECT ARBORIST TO VERIFY THE EXTENT OF REQUIRED PRUNING.
- ALL PRUNING SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF A QUALIFIED INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) CERTIFIED ARBORIST OR AN AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA) REGISTERED
- 4. AT LEAST ONE MEMBER OF THE PRUNING CREW SHALL BE AN ISA CERTIFIED ARBORIST.
- WHILE IN THE TREE, THE ARBORIST SHALL PERFORM AN AERIAL INSPECTION TO IDENTIFY DEFECTS THAT REQUIRE TREATMENT. ANY ADDITIONAL WORK NEEDED SHALL BE REPORTED TO THE OWNER.
- PRUNING CUTS SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE ANSI A300 PRUNING STANDARD (AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS) AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF ANSI Z133.1 SAFETY STANDARD. PRUNING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF ISA'S "BEST MANAGEMENT PRACTICES: TREE PRUNING".
- WHERE TEMPORARY CLEARANCE IS NEEDED FOR ACCESS, BRANCHES SHALL BE TIED BACK TO HOLD THEM OUT OF THE
- 8. NO MORE THAN 20 PERCENT OF LIVE FOLIAGE SHALL BE REMOVED WITHIN ANY TREE.
- 9. ALL TREES WITHIN THE PROJECT AREA SHALL BE PRUNED AS FOLLOWS:
  - a. LIVE BRANCH PRUNING SHOULD BE PERFORMED ONLY WHEN THE DANGER OF INSECT OR DISEASE INFESTATION IS NOT
  - b. REMOVE STUBS, CUTTING OUTSIDE THE WOUND WOOD TISSUE THAT HAS FORMED AROUND THE BRANCH.
  - c. CLEANING, FOR THE SELECTIVE REMOVAL OF DEAD, DISEASED, BROKEN, OR CROSSING BRANCHES DOWN TO ONE INCH IN
- DIAMETER OR AS DIRECTED BY THE PROJECT ARBORIST.
- d. PRUNING CUTS LARGER THAN 4 INCHES IN DIAMETER, EXCEPT FOR DEAD WOOD, SHALL BE AVOIDED.
- e. PRUNING CUTS THAT EXPOSE HEARTWOOD SHALL BE AVOIDED WHENEVER POSSIBLE.
- ALL TREES WITH CROWNS THAT PROJECT INTO PARKING LOT/ROADWAY AREAS SHALL BE RAISED TO 14 FEET ABOVE
- g. ALL TREES WITH CROWNS THAT PROJECT INTO SIDEWALK AREAS SHALL BE RAISED TO A HEIGHT OF 8 FEET ABOVE FINISHED
- TREES, WHO'S ROOT SYSTEMS WILL BE IMPACTED SHALL RECEIVE THE FOLLOWING PRUNING TO COMPENSATE FOR ROOT LOSS:
- a. THE LOCATION AND SIZE OF BRANCHES FOR REDUCTION SHALL BE DEFINED BY THE PROJECT ARBORIST.
- REDUCTION, OR THE SELECTIVE PRUNING TO REDUCE TREE HEIGHT OR SPREAD.
- REDUCE END WEIGHT ON HEAVY, HORIZONTAL BRANCHES BY SELECTIVELY REMOVING SMALL DIAMETER BRANCHES, NO GREATER THAN 2 TO 3 INCHES, NEAR THE ENDS OF SCAFFOLD BRANCHES.
- d. RAISING SHALL CONSIST OF SELECTIVE PRUNING TO PROVIDE VERTICAL CLEARANCE.
- PROPOSED/REPLACEMENT TREES
- BRUSH SHALL BE CHIPPED AND SPREAD (ONLY WHEN DISEASE OR INSECT INFESTATION IS NOT PRESENT) UNDERNEATH TREES WITHIN THE TREE PROTECTION ZONE TO A MAXIMUM DEPTH OF THREE (3) INCHES, LEAVING THE TRUNK CLEAR OF MULCH.
- 12. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS DEBRIS ON A DAILY BASIS.
- CONTRACTOR SHALL COORDINATE FERTILIZATION PLAN, FOLLOWING BEST MANAGEMENT PRACTICES WITH THE PROJECT ARBORIST PRIOR TO COMMENCEMENT OF WORK.
- EVERY EFFORT SHALL BE MADE TO UTILIZE CHEMICALS OF AN ORGANIC OR BIODEGRADABLE NATURE IN ORDER TO OFFER THE LEAST IMPACT TO THE NATURAL ENVIRONMENT. CONTRACTOR IS RESPONSIBLE FOR MIXING, APPLYING, AND DISPOSAL OF ALL CHEMICALS IN ACCORDANCE WITH STRICT ADHERENCE TO MANUFACTURER'S SPECIFICATIONS. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
- ONLY TREES AFFECTED BY CONSTRUCTION OR AS SHOWN ON THE TREE MITIGATION PLAN AND TREE INVENTORY SCHEDULE
- 4. TREES SPECIFIED TO RECEIVE FERTILIZER SHALL BE TREATED AS FOLLOWS.
- a. MIX FERTILIZER ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO A TANK WITH AGITATION CAPABILITY.
- b. MIX WETTING AGENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS INTO SAME TANK WITH FERTILIZER. AGITATE MIX. c. INJECT THE MIXTURE WITH A HYDRAULIC INJECTION SYSTEM INTO THE UPPER 6-12 INCHES OF SOIL WITH A SOIL PROBE.
- INJECT AT THE RATE OF ONE THIRD (1/3) GALLON AT EACH INJECTION SITE. d. THE CRITICAL ROOT ZONE AREA PLUS 2' BEYOND THE CRITICAL ROOT ZONE SHALL BE INJECTED, BUT NOT BEYOND ROOT
- PRUNING LOCATIONS.
- e. FERTILIZER SHALL BE INSTALLED PRIOR TO THE INSTALLATION OF ANY AERATION SYSTEMS.
- f. EMPTY PRODUCT CONTAINERS SHALL BE STOCKPILED FOR INSPECTION BY THE PROJECT ARBORIST PRIOR TO DISPOSAL
- 7. NOTIFY PROJECT ARBORIST IF ANY INFESTATION IS NOTICED.
- 8. FOLLOW PROJECT ARBORIST'S RECOMMENDED PROCEDURES.
- FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS CONCERNING APPLICATION. READ ALL WARNING LABELS.
- ANY PETS, AS WELL AS, THE PETS FOOD AND WATER BOWLS SHOULD BE REMOVED FROM THE AREA AND ANY SWIMMING POOLS SHOULD BE COVERED. COORDINATE WITH PROJECT ARBORIST FOR FURTHER INSTRUCTION.
- 11. ENSURE COMPLETE COVERAGE AND REAPPLY 2-3 MONTHS AFTER INITIAL APPLICATION UTILIZING SAME PROCEDURE.
- 1. EVERY EFFORT SHALL BE MADE TO WATER THE PRESERVED TREES AND TRANSPLANTS. CONTRACTOR SHALL IRRIGATE BY HAND OR BY TEMPORARY IRRIGATION.
- IRRIGATE AS REQUIRED BY PROJECT ARBORIST UNTIL PERMANENT IRRIGATION IS INSTALLED AND OPERATING.
- UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIP LINES OF EXISTING TREES UNLESS ROOT PROTECTION
- MEASURES ARE PROVIDED AND APPROVED BY PROJECT ARBORIST.
- PROJECT ARBORIST WITH RED SURVEY RIBBONS AT 36 INCHES MINIMUM ABOVE GRADE. CONTRACTOR SHALL REMOVE ALL TREES AS SHOWN ON THE TREE MITIGATION PLANS AFTER THE TREE PROTECTION FENCING IS
- ALL TREES SHOWN TO BE REMOVED SHALL BE FELLED WITH A CHAIN SAW AND STUMP GROUND 6" BELOW SURFACE. ANY TREE SHOWN TO BE REMOVED THAT IS IN AN AREA WHERE COMPACTION IS CRITICAL SHALL BE FELLED WITH A CHAIN SAW AND STUMP

PRIOR TO AND DURING LAND CLEARING, INCLUDING GRUBBING, ALL TREES TO BE REMOVED SHALL BE CLEARLY MARKED BY

4. ALL WOOD AND STUMPS FROM REMOVALS SHALL BE HAULED FROM THE SITE THE SAME DAY, EXCEPT FOR TOPS. ALL TOPS ARE TO BE MULCHED AND STOCKPILED OR HAULED DIRECTLY TO MULCHED AREAS FOR RELOCATED TREES IF SCHEDULING PERMITS. TOPS

- SHALL BE CHIPPED AND PLACED IN THE TREE PROTECTION ZONE TO A DEPTH OF THREE (3) INCHES. ALL EXCESS WOOD CHIPS SHOULD BE HAULED OFF SITE AFTER TRANSPLANTING IS COMPLETE.
- TREES TO BE REMOVED THAT HAVE BRANCHES EXTENDING INTO THE CANOPY OF TREES TO REMAIN MUST BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST AND NOT BY DEMOLITION OR CONSTRUCTION CONTRACTORS. THE QUALIFIED ARBORIST
- TREES TO BE REMOVED LOCATED WITHIN THE TREE PROTECTION ZONE SHALL BE REMOVED BY A QUALIFIED ISA CERTIFIED ARBORIST. THE TREES SHALL BE CUT NEAR GROUND LEVEL AND THE STUMP GROUND OUT.

- 10. CONTRACTOR SHALL COORDINATE ALL EARTHWORK OPERATIONS WITHIN TREE PROTECTION AREAS WITH THE PROJECT
- 11. ALL TOPSOIL SHALL BE NATURAL, FRIABLE, FERTILE, FINE LOAMY SOIL POSSESSING CHARACTERISTICS OF REPRESENTATIVE
- 12. TOPSOIL, PH RANGE OF 5.5 TO 7.0, 3-5 PERCENT ORGANIC MATERIAL MINIMUM, FREE FROM SUBSOIL, OBJECTIONABLE WEEDS, LITTER, SODS, STIFF CLAY, STONES LARGER THAN ONE (1) INCH IN DIAMETER, STUMPS, ROOTS, TRASH, TOXIC SUBSTANCES, OR
- 13. VERIFY AMOUNT STOCKPILED IF ANY, AND SUPPLY ADDITIONAL AS NEEDED FROM NATURALLY WELL-DRAINED SITES WHERE

- 1. IF DAMAGE TO ANY TREE SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE CONSTRUCTION PERIOD, THE PROJECT

ARBORIST SHALL APPRAISE THE DAMAGE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPAIR BY THE CONTRACTOR.

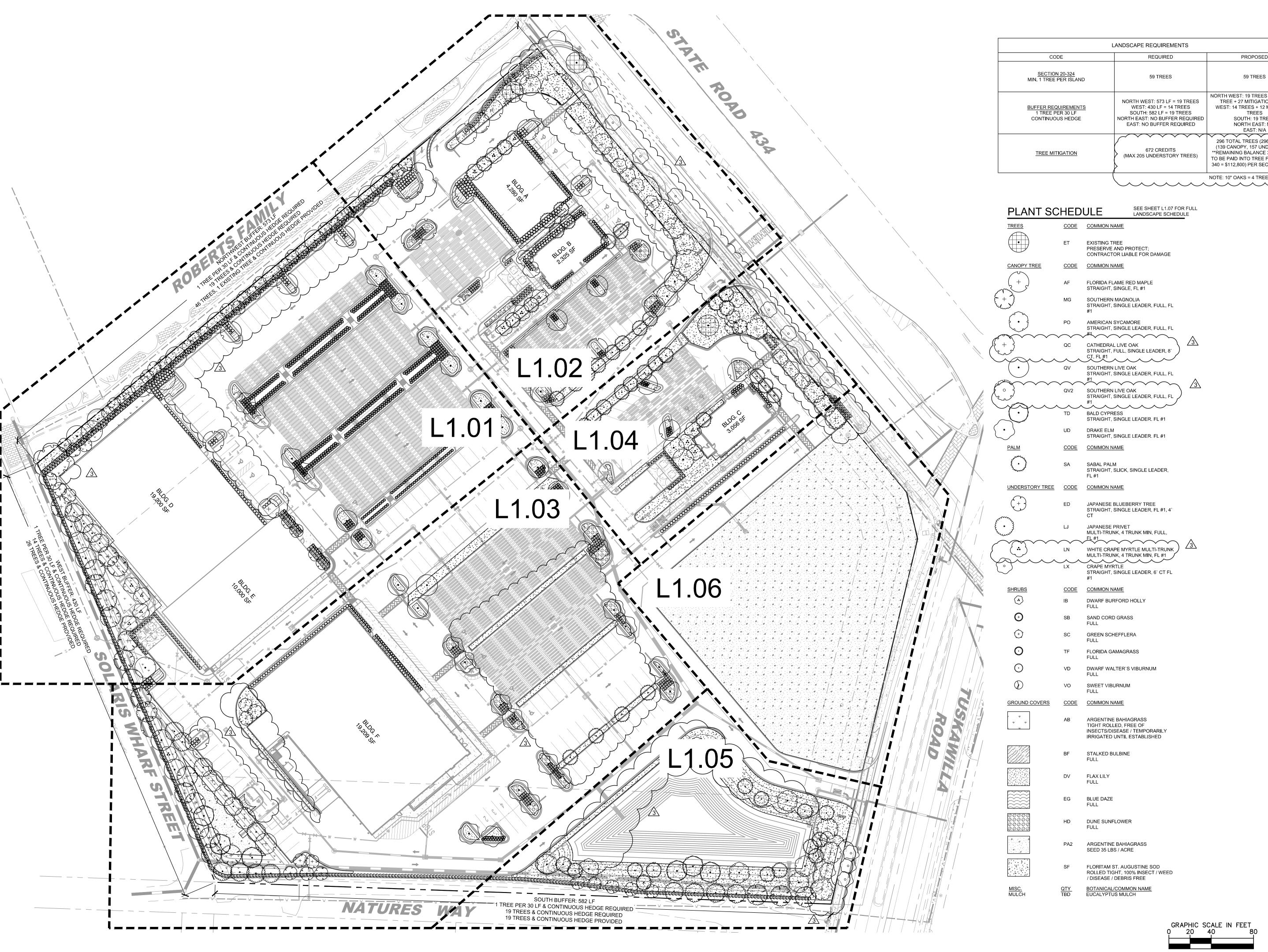
IF ANY TREE DESIGNATED TO BE SAVED IS REMOVED FROM THE SITE WITHOUT PERMISSION OF THE OWNER'S REPRESENTATIVE, THE PROJECT ARBORIST SHALL APPRAISE THE TREE AND MAKE RECOMMENDATIONS TO THE OWNER FOR REPLACEMENT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE TREE AND ANY FEES THAT MAY BE

5. ALL BURN PITS IF APPLICABLE MUST BE APPROVED BY THE PROJECT ARBORIST AND OWNER.

SHALL REMOVE THE TREE IN A MANNER THAT CAUSES NO DAMAGE TO THE TREES AND UNDERSTORY VEGETATION TO REMAIN.

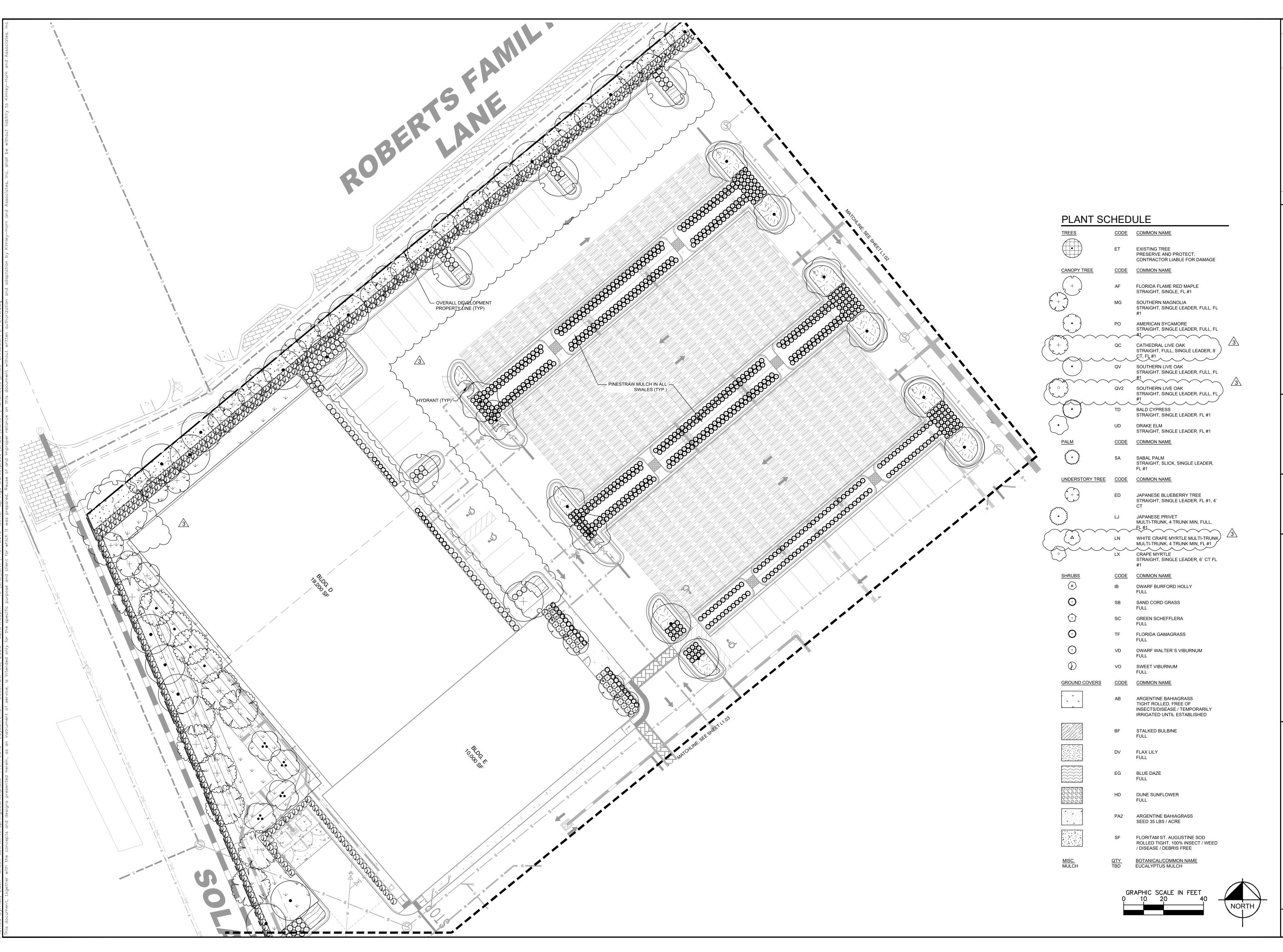
- ARBORIST PRIOR TO BEGINNING WORK.
- TOPSOIL IN THE VICINITY THAT PRODUCES HEAVY GROWTH.
- ANY OTHER MATERIAL WHICH MAY BE HARMEUL TO PLANT GROWTH
- TOPSOIL OCCURS AT LEAST FOUR (4) INCHES DEEP. DO NOT OBTAIN TOPSOIL FROM BOGS OR MARSHES.
- 14. PROJECT ARBORIST SHALL APPROVE ALL TOPSOIL PRIOR TO PLACEMENT.
- M. REPAIR OF DAMAGED TREES
  - ASSESSED TO THE OWNER BY THE GOVERNING AGENCY.

SHEET NUMBER

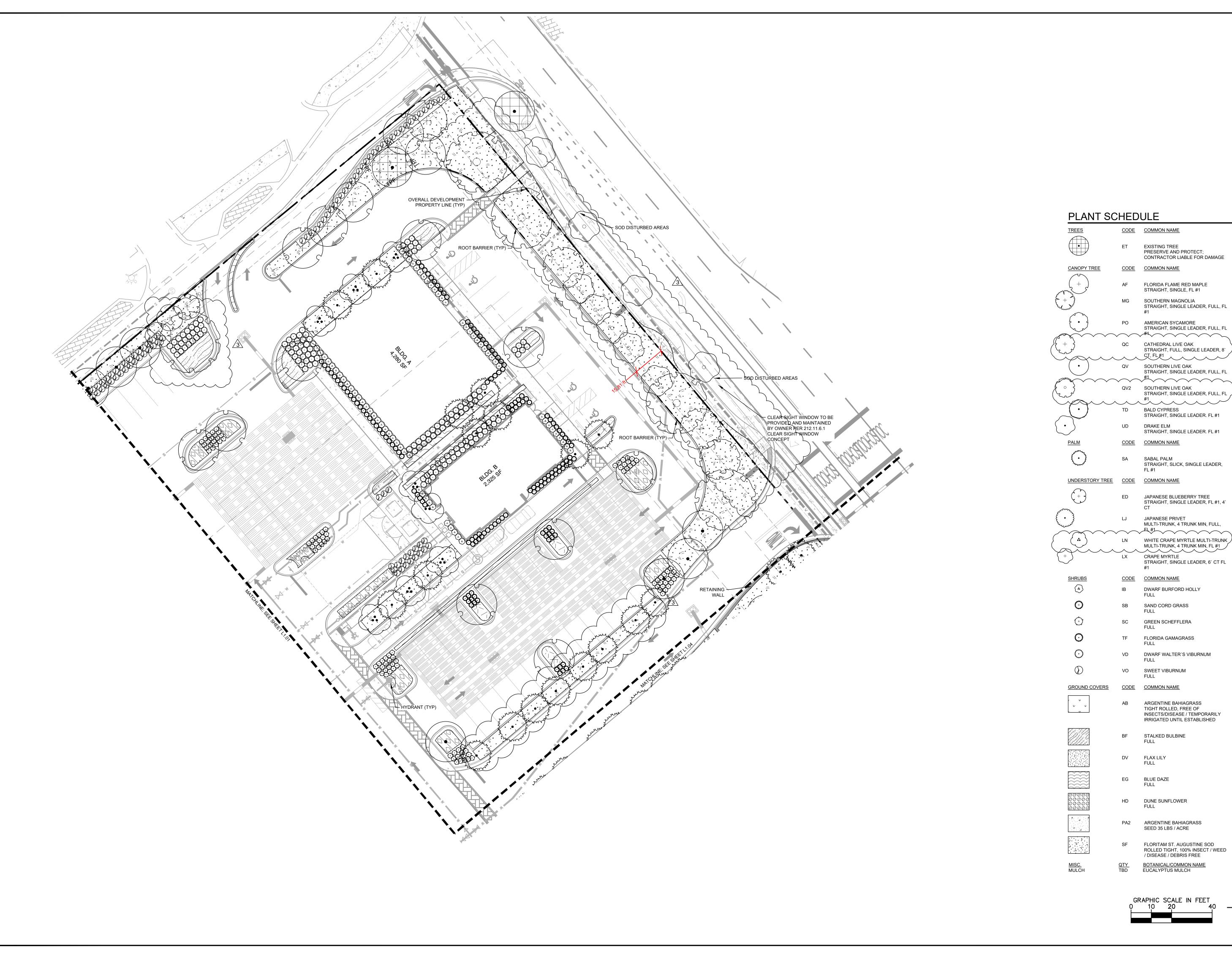


PROPOSED 59 TREES NORTH WEST: 19 TREES + 1 EXISTING TREE + 27 MITIGATION TREES WEST: 14 TREES + 12 MITIGATION SOUTH: 19 TREES NORTH EAST: N/A 296 TOTAL TREES (296 CREDITS) (139 CANOPY, 157 UNDERSTORY) \*\*REMAINING BALANCE 376 CREDITS TO BE PAID INTO TREE FUND. (\$300 X 340 = \$112,800) PER SEC. 5-9 TABLE 1  $\frac{3}{3}$ NOTE: 10" OAKS = 4 TREES @ 2.5" CAL.

SHEET NUMBER L1.00



SHEET NUMBER L1.01



EXISTING TREE PRESERVE AND PROTECT; CONTRACTOR LIABLE FOR DAMAGE FLORIDA FLAME RED MAPLE STRAIGHT, SINGLE, FL #1 SOUTHERN MAGNOLIA STRAIGHT, SINGLE LEADER, FULL, FL

> PO AMERICAN SYCAMORE STRAIGHT, SINGLE LEADER, FULL, FL QC CATHEDRAL LIVE OAK STRAIGHT, FULL, SINGLE LEADER, 8` QV SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FULL, FL

QV2 SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FULL, FL TD BALD CYPRESS STRAIGHT, SINGLE LEADER. FL #1

STRAIGHT, SINGLE LEADER. FL #1

SABAL PALM STRAIGHT, SLICK, SINGLE LEADER, FL #1

JAPANESE BLUEBERRY TREE STRAIGHT, SINGLE LEADER, FL #1, 4

JAPANESE PRIVET MULTI-TRUNK, 4 TRUNK MIN, FULL,

LN WHITE CRAPE MYRTLE MULTI-TRUNK MULTI-TRUNK, 4 TRUNK MIN, FL #1

LX CRAPE MYRTLE
STRAIGHT, SINGLE LEADER, 6° CT FL

SB SAND CORD GRASS

TF FLORIDA GAMAGRASS

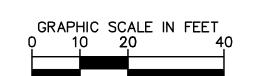
VD DWARF WALTER'S VIBURNUM

VO SWEET VIBURNUM FULL

ARGENTINE BAHIAGRASS TIGHT ROLLED, FREE OF

HD DUNE SUNFLOWER

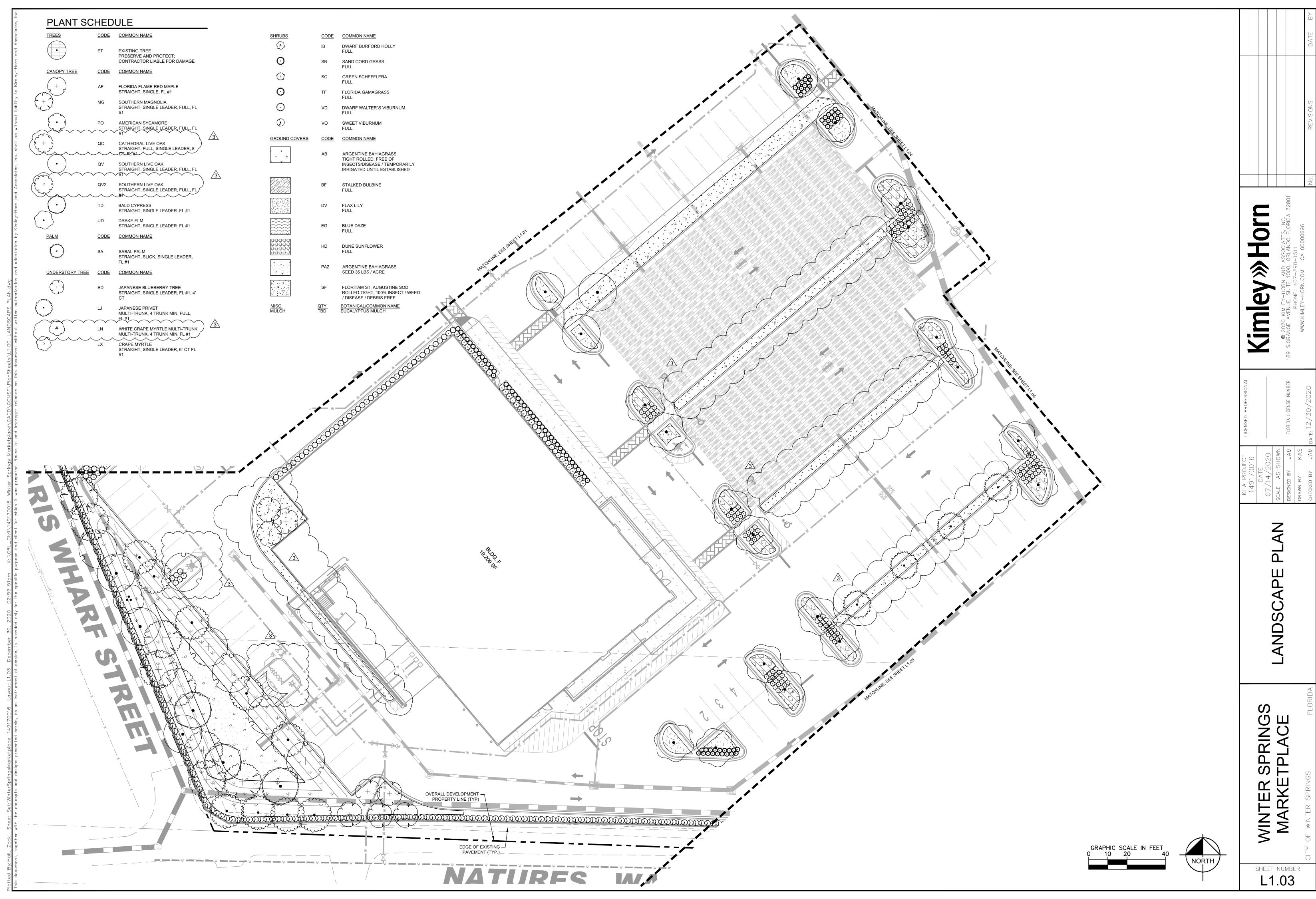
BOTANICAL/COMMON NAME EUCALYPTUS MULCH

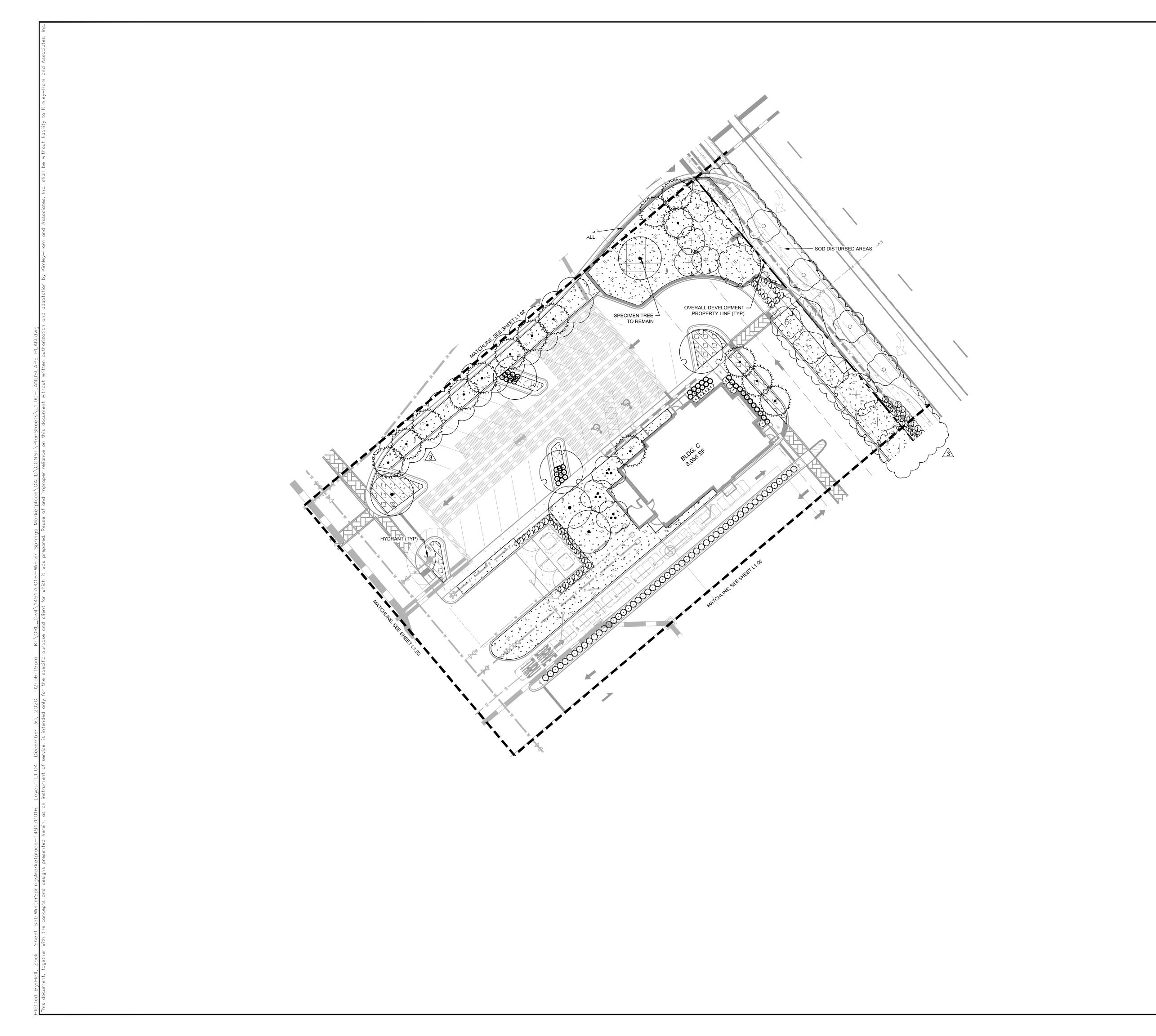


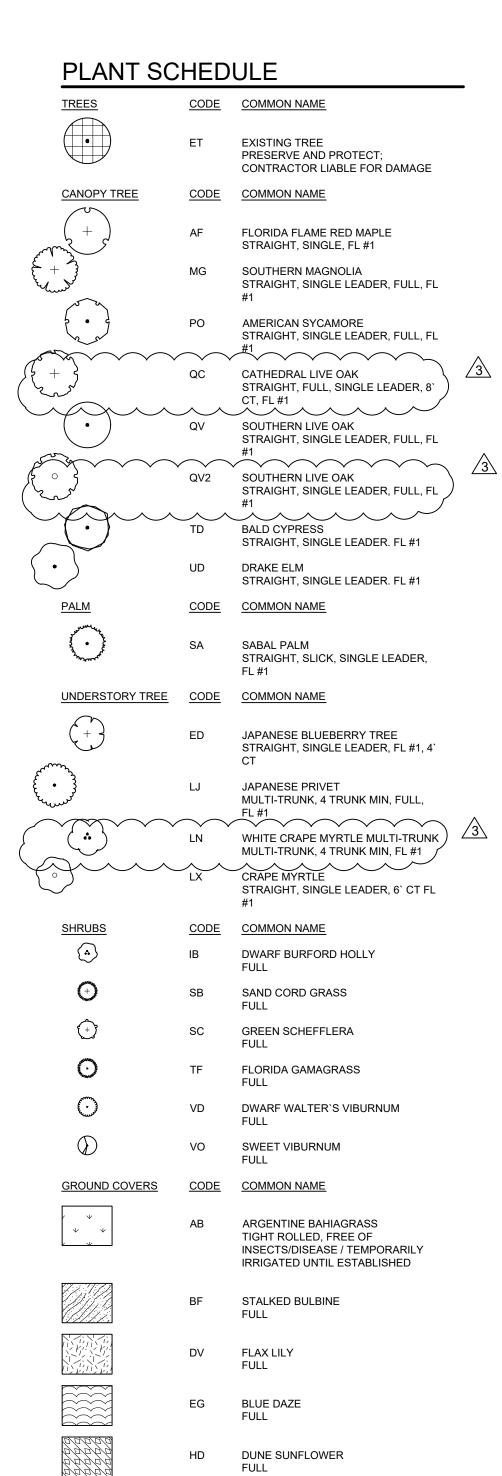


SHEET NUMBER

L1.02







PA2 ARGENTINE BAHIAGRASS SEED 35 LBS / ACRE

FLORITAM ST. AUGUSTINE SOD ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE

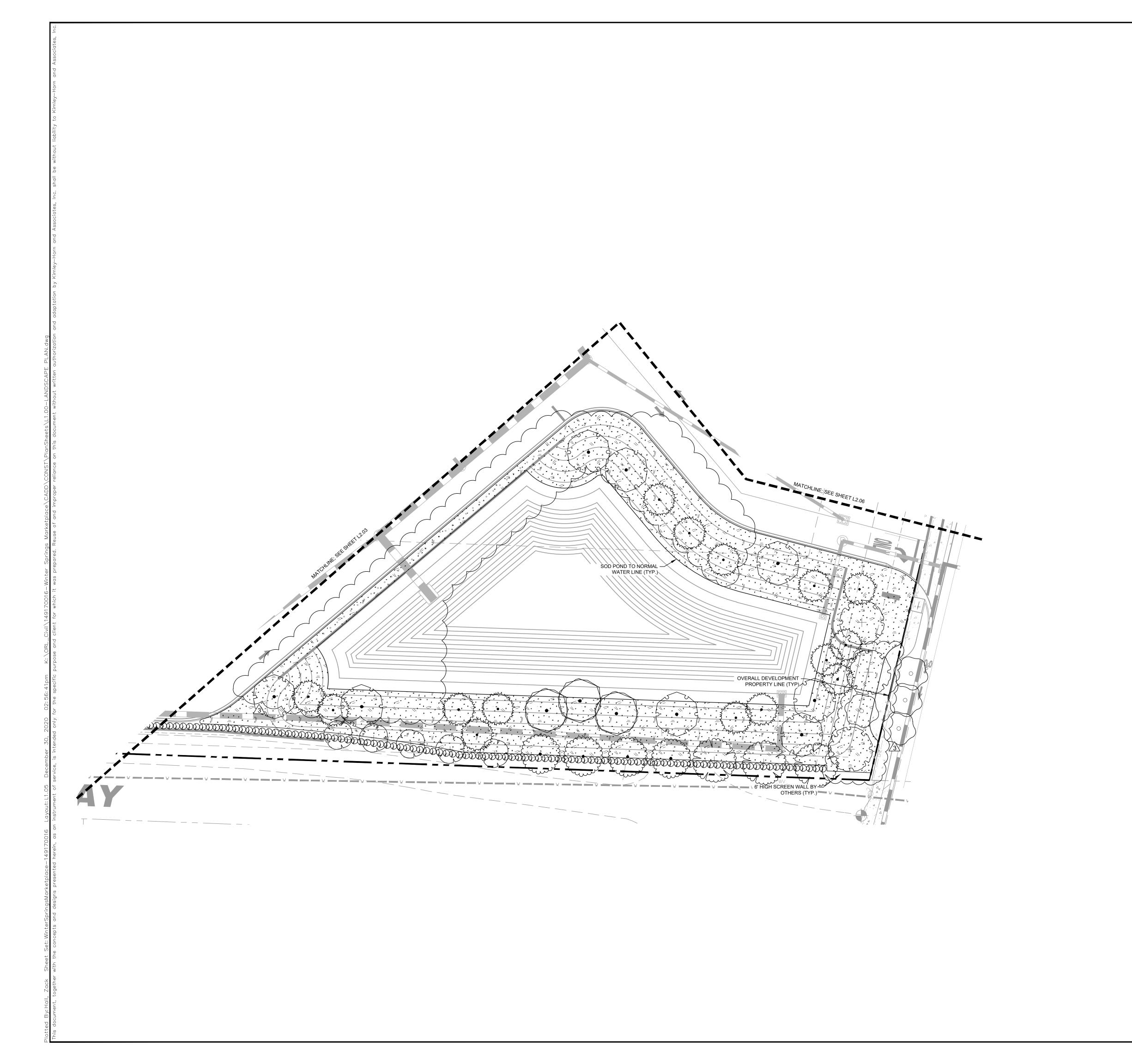
BOTANICAL/COMMON NAME EUCALYPTUS MULCH

GRAPHIC SCALE IN FEET 0 10 20 4

AND

RIN

SHEET NUMBER L1.04





TREES

CODE

COMMON NAME

ET

EXISTING TREE

PRESERVE AND PROTECT;

CONTRACTOR LIABLE FOR DAMAGE

CANOPY TREE

CODE

COMMON NAME

AF

FLORIDA FLAME RED MAPLE

STRAIGHT, SINGLE, FL #1

MG

SOUTHERN MAGNOLIA

STRAIGHT, SINGLE LEADER, FULL, FL

#1

PO

AMERICAN SYCAMORE

STRAIGHT, SINGLE LEADER, FULL, FL

#1

QC

CATHEDRAL LIVE OAK

STRAIGHT, FULL, SINGLE LEADER, 8'

CT, FL #1

QV2 SOUTHERN LIVE OAK
STRAIGHT, SINGLE LEADER, FULL, FL
#1

TD BALD CYPRESS
STRAIGHT, SINGLE LEADER. FL #1

UD DRAKE ELM

STRAIGHT, SINGLE LEADER, FULL, FL

STRAIGHT, SINGLE LEADER. FL #1

CODE COMMON NAME

QV SOUTHERN LIVE OAK

SA SABAL PALM
STRAIGHT, SLICK, SINGLE LEADER,
FL #1

UNDERSTORY TREE CODE COMMON NAME

ED JAPANESE BLUEBERRY TREE STRAIGHT, SINGLE LEADER, FL #1, 4` CT

DWARF BURFORD HOLLY

J JAPANESE PRIVET
MULTI-TRUNK, 4 TRUNK MIN, FULL,
FL #1

WHITE CRAPE MYRTLE MULTI-TRUNK

LN WHITE CRAPE MYRTLE MULTI-TRUNK
MULTI-TRUNK, 4 TRUNK MIN, FL #1

LX CRAPE MYRTLE
STRAIGHT, SINGLE LEADER, 6' CT FL
#1

LX CRAPE MYRTLE
STRAIGHT, SINGLE LEADER, 6' (
#1

HRUBS CODE COMMON NAME

+ SB SAND CORD GRASS FULL

+ SC GREEN SCHEFFLERA

FULL

TF FLORIDA GAMAGRASS FULL

O VD DWARF WALTER'S VIBURNUM FULL

VO SWEET VIBURNUM FULL

GROUND COVERS CODE COMMON NAME

AB ARGENTINE BAHIAGRASS
TIGHT ROLLED, FREE OF
INSECTS/DISEASE / TEMPORARILY
IRRIGATED UNTIL ESTABLISHED

BF STALKED BULBINE FULL

DV FLAX LILY FULL

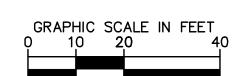
EG BLUE DAZE FULL

HD DUNE SUNFLOWER
FULL

PA2 ARGENTINE BAHIAGRASS
SEED 35 LBS / ACRE

SF FLORITAM ST. AUGUSTINE SOD
ROLLED TIGHT, 100% INSECT / WEED
/ DISEASE / DEBRIS FREE

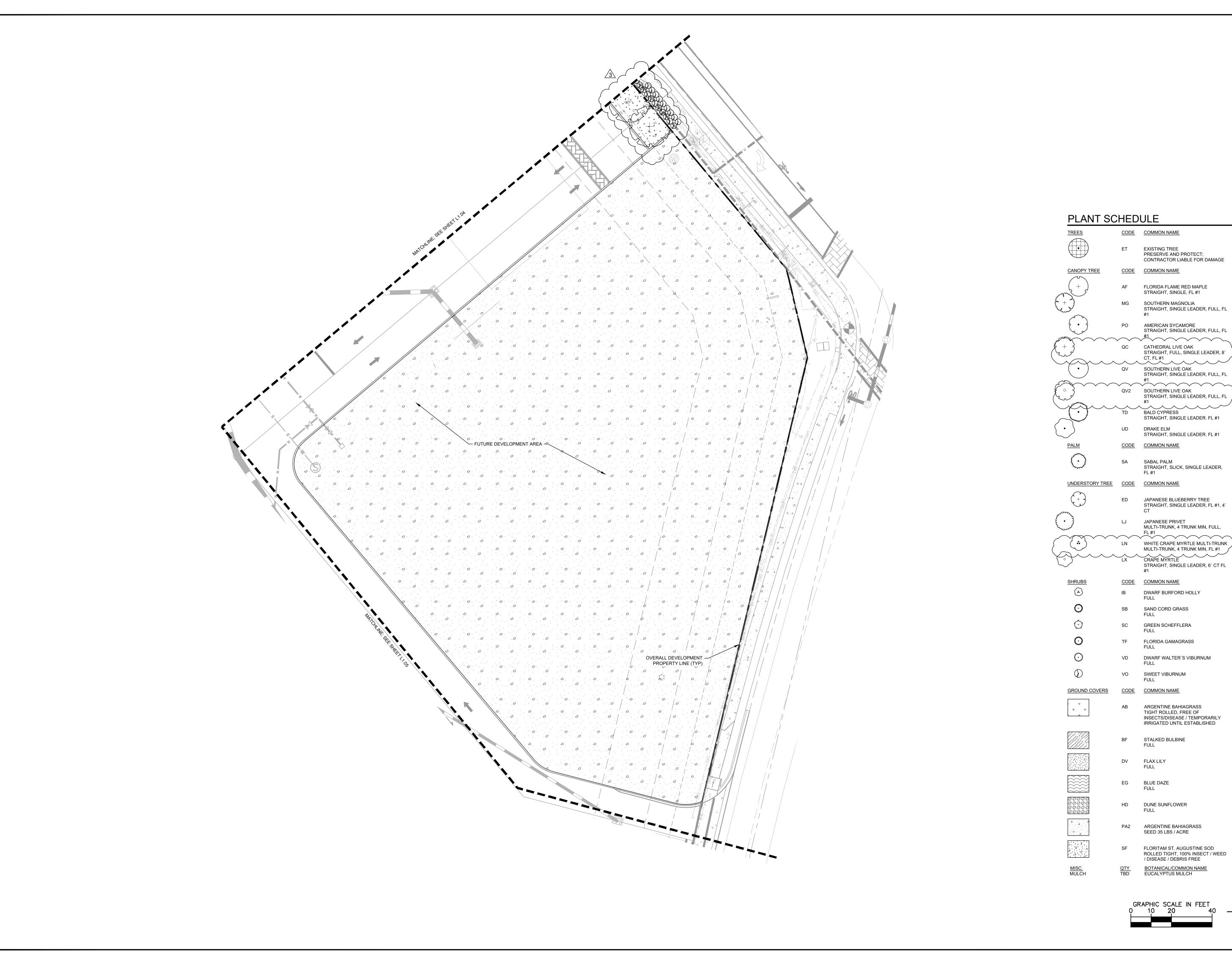
MISC. QTY BOTANICAL/COMMON NAME
TRD FUCAL YPT IS MULICH





SHEET NUMBER
L1.05

Horn



CONTRACTOR LIABLE FOR DAMAGE

FLORIDA FLAME RED MAPLE

STRAIGHT, SINGLE LEADER, FULL, FL AMERICAN SYCAMORE STRAIGHT, SINGLE LEADER, FULL, FL

STRAIGHT, FULL, SINGLE LEADER, 8`

QV SOUTHERN LIVE OAK STRAIGHT, SINGLE LEADER, FULL, FL

STRAIGHT, SINGLE LEADER. FL #1

ED JAPANESE BLUEBERRY TREE STRAIGHT, SINGLE LEADER, FL #1, 4`

MULTI-TRUNK, 4 TRUNK MIN, FULL, LN WHITE CRAPE MYRTLE MULTI-TRUNK MULTI-TRUNK, 4 TRUNK MIN, FL #1

STRAIGHT, SINGLE LEADER, 6' CT FL

ARGENTINE BAHIAGRASS TIGHT ROLLED, FREE OF INSECTS/DISEASE / TEMPORARILY IRRIGATED UNTIL ESTABLISHED

GRAPHIC SCALE IN FEET O 10 20 4



SHEET NUMBER L1.06

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RING

TREES	CODE	<u>QTY</u>	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
	ET	3		EXISTING TREE	EXISTING	-	-
CANOPY TREE	CODE	QTY	PRESERVE AND PROTECT; CONTRACTOR LIABLE FOR DAMAGE  BOTANICAL NAME	COMMON NAME	CONT	<u>CAL</u>	<u>SIZE</u>
+	AF	29	ACER RUBRUM 'FLORIDA FLAME'	FLORIDA FLAME RED MAPLE	FG SGN1	2.5" CAL MIN	12` HT., 4` SPR.
£ + 3	MG	20	STRAIGHT, SINGLE, FL #1  MAGNOLIA GRANDIFLORA	SOUTHERN MAGNOLIA	FG	2.5" CAL MIN	12` HT., 4` SPR.
Evelund of a	PO	8	STRAIGHT, SINGLE LEADER, FULL, FL #1  PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE	FG	2.5" CAL MIN	12` HT., 4` SPR.
\$ + }	QC	10	STRAIGHT, SINGLE LEADER, FULL, FL #1  QUERCUS VIRGINIANA `CATHEDRAL`	CATHEDRAL LIVE OAK	FG	4" CAL MIN	12' HT., 4' SPR.
			STRAIGHT, FULL, SINGLE LEADER, 8° CT, F			V SALIVIIIV	12 111, 4 3111.
	QV	36	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, FL.#1	SOUTHERN LIVE OAK	FG	2.5" CAL MIN	12' HT., 4' SPR.
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	QV2	6	QUERCUS VIRGINIANA STRAIGHT, SINGLE LEADER, FULL, FL #1	SOUTHERN LIVE OAK	FG	10" CAL MIN	16` HT. MIN., 9` SPR. MIN.
	TD	6	TAXODIUM DISTICHUM STRAIGHT, SINGLE LEADER. FL #1	BALD CYPRESS	FG	2.5" CAL MIN	12` HT., 4` SPR.
$(\cdot)$	UD	24	ULMUS PARVIFOLIA `DRAKE` STRAIGHT, SINGLE LEADER. FL #1	DRAKE ELM	FG	2.5" CAL MIN	12` HT., 4` SPR.
PALM	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
and the state of t	SA	52	SABAL PALMETTO STRAIGHT, SLICK, SINGLE LEADER, FL #1	SABAL PALM	FG	-	12` CT
UNDERSTORY TRE	E CODE	<u>QTY</u>	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
+	ED	51	ELAEOCARPUS DECIPIENS TM STRAIGHT, SINGLE LEADER, FL #1, 4` CT	JAPANESE BLUEBERRY TREE	FG	2" CAL MIN	8` HT., 4` SPR.
E. J.	LJ	17	LIGUSTRUM JAPONICUM MULTI-TRUNK, 4 TRUNK MIN, FULL, FL #1	JAPANESE PRIVET	FG	4" CAL. TOT.	8' HT., 4' SPR.
	LN	16	LAGERSTROEMIA X 'NATCHEZ' MULTI-TRUNK, 4 TRUNK MIN, FL #1	WHITE CRAPE MYRTLE MULTI-TRUNK	FG	4" CAL. TOT.	8' HT., 4' SPR.
	LX	21	LAGERSTROEMIA `MUSKOGEE` STRAIGHT, SINGLE LEADER, 6` CT FL #1	CRAPE MYRTLE	FG	3" CAL MIN	12' HT., 4' SPR.
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	SIZE
(a)	IB	139	ILEX CORNUTA `BURFORDII NANA` FULL	DWARF BURFORD HOLLY	3 GAL	36" OC	12" FULL
<b>⊙</b>	SB	843	SPARTINA BAKERI FULL	SAND CORD GRASS	3 GAL	30" OC	16" FULL
(+)	SC	251	SCHEFFLERA ARBORICOLA FULL	GREEN SCHEFFLERA	3 GAL	30" OC	18" FULL
0	TF	224	TRIPSACUM FLORIDANUM FULL	FLORIDA GAMAGRASS	3 GAL	30" OC	18" FULL
$\odot$	VD	354	VIBURNUM OBOVATUM 'DWARF WALTER'S FULL	S` DWARF WALTER`S VIBURNUM	7 GAL	36" OC	30" FULL
$\bigcirc$	VO	767	VIBURNUM ODORATISSIMUM FULL	SWEET VIBURNUM	7 GAL	36" OC	30" FULL
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	<u>SPACING</u>
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	AB	13,734 SF	PASPALUM NOTATUM `ARGENTINE` TIGHT ROLLED, FREE OF INSECTS/DISEAS / TEMPORARILY IRRIGATED UNTIL ESTABLISHED	ARGENTINE BAHIAGRASS E	SOD	-	-
	BF	411	BULBINE FRUTESCENS FULL	STALKED BULBINE	3 GAL	14" FULL	24" OC
	DV	755	DIANELLA TASMANICA 'VARIEGATA' FULL	FLAX LILY	3 GAL	14" FULL	24" OC
	EG	188	EVOLVULUS GLOMERATUS `BLUE DAZE` FULL	BLUE DAZE	3 GAL	12" FULL	18" OC
	HD	1,263	HELIANTHUS DEBILIS FULL	DUNE SUNFLOWER	3 GAL	12" FULL	18" OC
	PA2	50,603 SF	PASPALUM NOTATUM 'ARGENTINE' SEED 35 LBS / ACRE	ARGENTINE BAHIAGRASS	SEED	-	-
=	SF	37,405 SF	STENOTAPHRUM SECUNDATUM `FLORITAI ROLLED TIGHT, 100% INSECT / WEED / DISEASE / DEBRIS FREE	M` FLORITAM ST. AUGUSTINE SOD	SOD	-	-
		COMMON NAM		SPECIFICATIONS		- D. A	A.
MULCH TBD SOD TBD	PASPALUM I			3" DEPTH MINIMUM, SHREDDED, FREE OF WE ROLLED TIGHT, 100% WEED/INSECT/DISEASE		E PLANT MATERI	ML
MULCH TBD	PINE STRAW	/ MULCH		3" DEPTH MINIMUM, SHREDDED, FREE OF WE	EEDS/INVASIV	E PLANT MATERI	AL
LANDSCAPE NOTI		AI TO BE ELO	RIDA GRADE #1 OR BETTER QUALITY				
			EIVE A MINIMUM OF 4" OF TOPSOIL.				
			THY, VIGOROUS, AND FREE OF PESTS AND DI		.1		
			APPROVAL OF THE LANDSCAPE ARCHITECT ED AS SHOWN IN THE DETAILS.	DEFURE, DUKING, AND AFTER INSTALLATION	v.		
			PLETELY MULCHED AS SPECIFIED.				
WORK. LOC RESPONSIB	ATIONS OF EX ILITY OF THE	XISTING BURII CONTRACTOI	RACTOR SHALL BE RESPONSIBLE FOR LOCA ED UTILITY LINES SHOWN ON THE PLANS ARE R 1) TO VERIFY THE LOCATIONS OF UTILITY L O UTILITIES, STRUCTURES, SITE APPURTENA	E BASED UPON BEST AVAILABLE INFORMATIO LINES AND ADJACENT TO THE WORK AREA 2)	ON AND ARE T TO PROTECT	O BE CONSIDERE OF ALL UTILITY L	ED APPROXIMATE. IT SHALL BE
,			SIBLE FOR VERIFYING ALL QUANTITIES SHOW	*			
			E FOR DELIVERY SCHEDULE AND PROTECTION SIBLE FOR FULLY MAINTAINING (INCLUDING I				
FOR THE W	ARRANTY PEF	RIOD.	SED, DISTRESSED, DEAD, OR REJECTED (PR				,
OF THE SAM	IE SPECIES, (	QUANTITY, AN	D SIZE AND MEETING ALL PLANT LIST SPECIF Y GUARANTEE ALL PLANT MATERIAL FOR WA	FICATIONS.			
<ol><li>THE CONTR</li></ol>	ACTOR SHAL	L COMPLETE	I GOARANTEE ALL LEANT MATERIAL FOR W	ANNANTI FERIOD. THE CONTRACTOR SHALL	I I COM I LI IV	, ,	DEMILITIO DOMINO THE NOTWO

14. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO SOUND NURSERY PRACTICES, AND SHALL BE FLORIDA NO. 1 OR BETTER AS GIVEN IN "GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II," STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.

15. ALL INVASIVE / EXOTIC SPECIES AND PROHIBITED TREE SPECIES SHALL BE REMOVED FROM SITE, INCLUDING ROOT BALLS TO THE EXTENT POSSIBLE WITH NO DAMAGE TO ADJACENT EXISTING TREES.

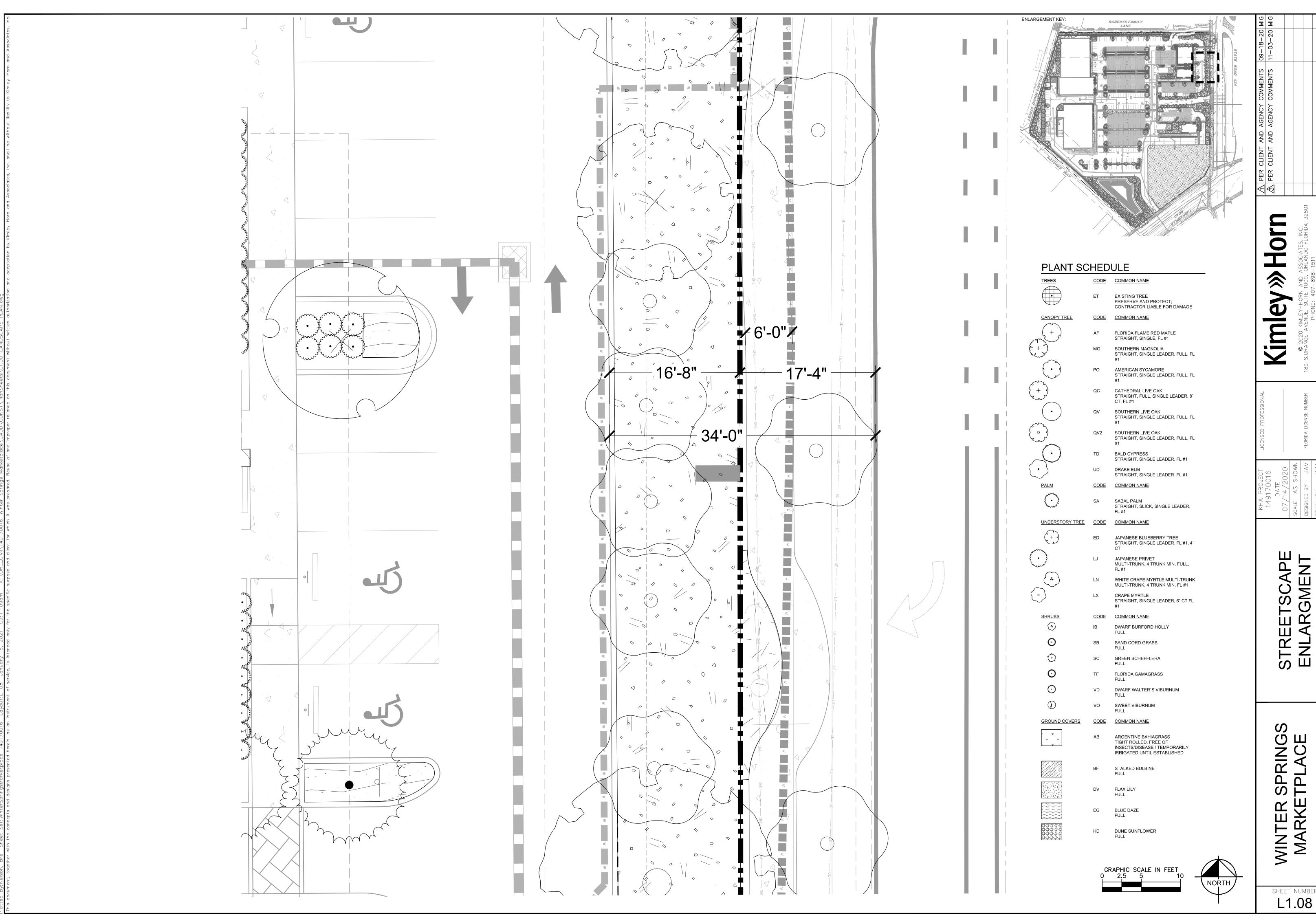
18. ALL PLANT SPECIFICATIONS IN THE PLANT SCHEDULE SHALL BE CONSIDERED THE MINIMUM ALLOWABLE SPECIFICATIONS. CONTRACTOR SHALL PROCURE PLANT MATERIALS AND UPSIZE AS NECESSARY TO MEET THE MOST STRINGENT SPECIFICATION.

16. ALL LANDSCAPE AREAS WILL BE PROVIDED WITH PERMANENT AUTOMATIC IRRIGATION SYSTEM.

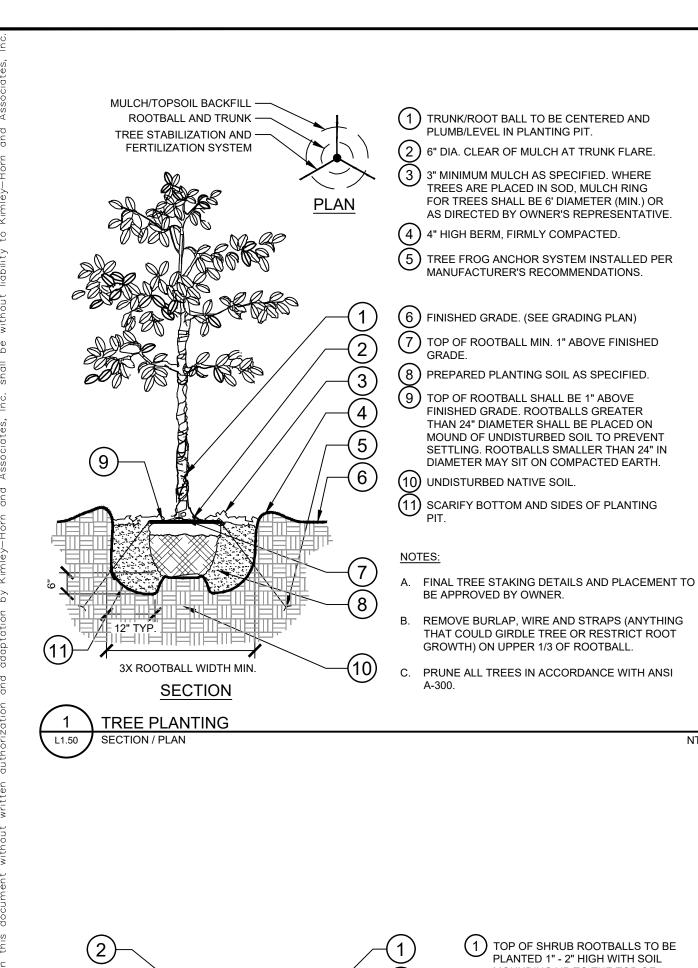
17. TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS "ESTABLISHED" (AS APPROVED BY THE LANDSCAPE ARCHITECT).

Kimley» Horn

SHEET NUMBER



SHEET NUMBER L1.08



EXISTING GRADE 7 (DASHED)

MOUNDING UP TO THE TOP OF ) PRUNE SHRUBS AS DIRECTED BY OWNER'S REPRESENTATIVE. 3 ) 3" MINIMUM OF MULCH AS SPECIFIED. WHERE SHRUBS ARE PLACED IN MASSES, MULCH SHALL BE SPREAD IN A CONTINUOUS BED. ) SOIL BERM TO HOLD WATER. TOP OF PLANTING PIT 'BERM' TO BE

(1) TOP OF SHRUB ROOTBALLS TO BE

PLANTED 1" - 2" HIGH WITH SOIL

(5) FINISHED GRADE (SEE GRADING

LEVEL ACROSS PIT. SLOPE

DOWNHILL PORTION OF BERM AS REQUIRED TO MEET EXISTING

GRADE, MULCH OVER EXPOSED

(6) PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE

(7) SCARIFY SIDES AND BOTTOM OF PLANTING PIT. 8 FERTILIZER TABLETS (MAX 3"

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO (9) UNDISTURBED NATIVE SOIL

5 \ SHRUB/GROUNDCOVER PLANTING ON A SLOPE

3X ROOT BALL WIDTH MINIMUM

PITS PRIOR TO INSTALLATION.

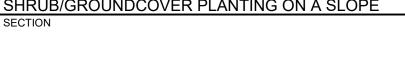
REPRESENTATIVE.

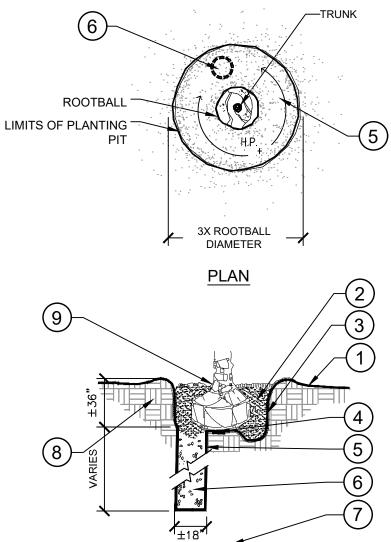
ACHIEVE UNIFORM MASS / HEIGHT.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING

VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS





9 POOR DRAINAGE CONDITION

) FINISH GRADE (SEE GRADING PLANS). BACKFILL WITH PREPARED PLANTING SOIL MIX AS SPECIFIED. (3) FILTER CLOTH, MIRAFI 500X OR BETTER.

4) SLOPE BOTTOM TO DRAIN. (5) AUGURED HOLE Ø ±18" PENETRATE THROUGH OCCLUDING LAYER TO WATER TABLE OR TO A DEPTH OF 7' TO ASSURE

PROPER PERCOLATION.

(6) BACKFILL WITH 1/2" - 3/4" GRAVEL TO REQUIRED DEPTH THROUGH OCCLUDING LAYER TO ASSURE PROPER PERCOLATION.

(7) WATER TABLE. (DEPTH VARIES) 8) UNDISTURBED NATIVE SOIL.

SET ROOTBALL ON UNDISTURBED STABLE SUBSOIL SO THAT TOP OF ROOT BALL IS " ABOVE FINISHED GRADE.

A. THIS DETAIL SHALL BE IMPLEMENTED WHERE PERCOLATION RATES ARE 2" PER HOUR OR

B. CONTRACTOR TO PERFORM PERCOLATION TEST AS REQUIRED. AND NOTIFY OWNER/LANDSCAPE

C. SEE TYPICAL TREE PLANTING DETAIL THIS SHEET FOR PLANT STAKING.

MULCH/TOPSOIL BACKFILL -(1) TRUNK/ROOT BALL TO BE CENTERED AND ROOTBALL AND TRUNK — PLUMB/LEVEL IN PLANTING PIT. TREE STABILIZATION AND —

3X ROOTBALL

WIDTH MIN.

TREE PLANTING ON A SLOPE

(1) TRUNK/ROOT BALL TO BE CENTERED AND PLUMB/LEVEL IN PLANTING PIT. (2) 6" DIA. CLEAR OF MULCH AT TRUNK FLARE. FERTILIZATION SYSTEM (3) 3. 4" HIGH BERM, FIRMLY COMPACTED. 3" MINIMUM OF HARDWOOD BARK MULCH AS SPECIFIED. WHERE TREES ARE PLACED IN SOD, MULCH RING FOR TREES SHALL BE 6' DIAMETER (MIN.) OR AS DIRECTED BY OWNER'S REPRESENTATIVE.

MIN. 1/2

MATURE

SHRUB WIDTH

24" MIN. CLEAR

MULCH

1. CLEAR ZONE: 36" MIN. FROM BUILDING TO CENTER OF NEAREST SHRUB.

2. INSTALL SPECIFIED MULCH: 24" MIN. FROM BUILDING. SPECIFIED MULCH TO BE INSTALLED AT

(5) TREE FROG ANCHOR SYSTEM INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

(6) 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE. (SEE GRADING PLAN) 7 TOP OF ROOTBALL MIN. 1" ABOVE FINISHED

8 PREPARED PLANTING SOIL AS SPECIFIED. 9) ROOTBALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING. ROOTBALLS SMALLER THAN 24" IN DIAMETER MAY SIT ON COMPACTED EARTH.

(10) UNDISTURBED NATIVE SOIL. (11) SCARIFY BOTTOM AND SIDES OF PLANTING 12) CUT BACK SLOPE TO PROVIDE A FLAT SURFACE FOR PLANTING.

FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. PRUNE ALL TREES IN ACCORDANCE WITH ANSI

BEST FACE OF SHRUB/ **GROUNDCOVER TO FACE** FRONT OF PLANTING BED. REFER TO PLANT SCHEDULE FOR SPACING. MAINTAIN 12" DEAD ZONE: AT BED EDGE.

1) TOP OF SHRUB ROOTBALLS TO

OF ROOTBALL

MASS/HEIGHT.

(3) 3" MULCH LAYER AS

4 EXCAVATE ENTIRE BED

(10) FERTILIZER TABLETS (MAX 3"

SPECIFIED.

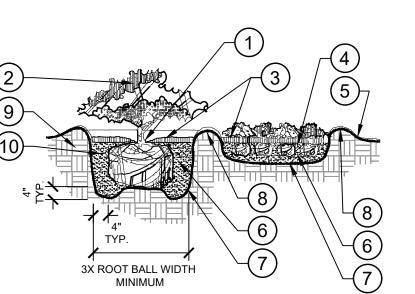
PRUNE ALL SHRUBS TO

ACHIEVE A UNIFORM

BE PLANTED 1" - 2" HIGH WITH

SOIL MOUNDING UP TO THE TOP

SPECIFIED FOR GROUNDCOVER



SECTION

A. CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.

B. WHEN SHRUBS ARE PRUNED IN MASSES, PRUNE ALL SHRUBS TO ACHIEVE UNIFORM MASS / HEIGHT.

SHRUB/GROUNDCOVER PLANTING

WIDTH VARIES - SEE PLANS

(1) CROWN ISLANDS @ 5:1 SLOPES (OR AS SPECIFIED ON THE LANDSCAPE PLANS).

(3) 2" MIN VERTICAL CLEARANCE, TOP OF CURB TO TOP OF MULCH.

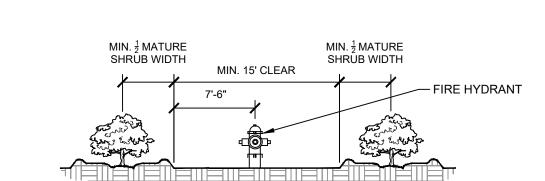
2) CLEAR ZONE: 36" MIN. FROM BACK OF CURB TO CENTER OF NEAREST SHRUB. CLEAR ZONE SHALL CONTAIN 3" CONTINUOUS MULCH OR TURF, SEE PLANS.

A. EXCAVATE A CONTINUOUS 24" DEEP PIT (FROM TOP OF CURB) FOR ENTIRE LENGTH AND WIDTH OF ISLAND & BACKFILL WITH APPROVED PLANTING MIX.

B. PROTECT AND RETAIN ALL CURBS AND BASE. COMPACTED SUBGRADE TO REMAIN FOR STRUCTURAL SUPPORT OF CURB SYSTEM (TYP).

C. ALL ISLANDS SHALL UTILIZE POOR DRAINAGE DETAIL WHEN PERCOLATION RATES ARE 2" PER HOUR

PLANTED PARKING LOT ISLANDS/MEDIANS

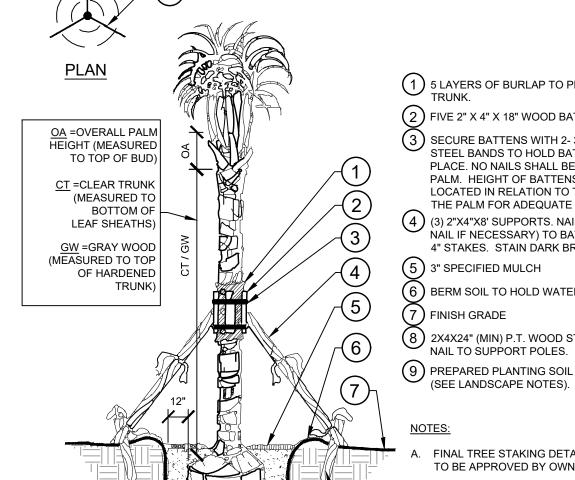


SECTION (1) FIRE HYDRANT. 2 ) NO PLANT EXCEEDING 12" MATURE HEIGHT MATERIAL SHALL BE PLACED WITHIN SHOWN RADIUS OF ALL FIRE HYDRANTS. CONTRACTOR SHALL ADJUST PLANT MATERIAL SO THAT NO CONFLICTS WITH FIRE

HYDRANTS OCCUR ON 3 FRONT OF HYDRANT (TOWARD CURB) 7'-6" 7'-6"

<u>PLAN</u> SHRUB PLANTING AT FIRE HYDRANT

PARKING SPACE/CURB PLANTING



5 LAYERS OF BURLAP TO PROTECT TRUNK.

(2) FIVE 2" X 4" X 18" WOOD BATTENS. (3) SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING. (4) (3) 2"X4"X8' SUPPORTS. NAIL (DRILL AN NÁIL IF NECESSARY) TO BATTENS AND 2"

4" STAKES. STAIN DARK BROWN. (5) 3" SPECIFIED MULCH (6) BERM SOIL TO HOLD WATER.

7) FINISH GRADE (8) 2X4X24" (MIN) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES. (9) PREPARED PLANTING SOIL AS SPECIFIED.

FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER. B. ALL TREE STAKING IS TO BE WITHIN MULCH BED

CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION -REFER TO POOR DRAINAGE CONDITION DETAIL

MULTI-TRUNK TREE PLANTING

1. BASE OF TREE SHALL BE PLANTED SLIGHTLY ABOVE (1" MIN.) ADJACENT FINISH GRADE. REMOVE ALL TWINE & STRAPS & CUT BURLAP FROM TOP 1/3 OF ROOT BALL. NO SYNTHETIC BURLAP WILL BE ACCEPTED.

2. 4" SHREDDED HARDWOOD MULCH OR APPROVED 3. DIAMETER OF TREE PIT TO BE TWICE THE DIAMETER

OF ROOT BALL-ROUGHEN SIDES OF TREE PIT. 4. 3" HIGH SOIL BERM TO HOLD WATER. 5. TOPSOIL MIX BACKFILL. TREE WRAP.

7. 4" MIN. OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN). 8. ROOT BALLS GREATER THAN 24" DIAMETER SHALL BE PLACED ON MOUND OF UNDISTURBED SOIL TO PREVENT SETTLING ROOT BALLS SMALLER THAN 24"

IN DIA. MAY SIT ON COMPACTED EARTH. UNDISTURBED SUBSOIL PREPARE PLANTING SOIL AS SPECIFIED. Tree Frog® RBK40pt FOR UP TO 4" TREE CALIPER OR Tree Frog® RBK60pt FOR GREATER THAN 4" AND UP TO 6" TREE CALIPER. REFER TO SITEWORK SPECIFICATIONS FOR APPROVED MATERIALS AND INSTALLATION REQUIREMENTS.

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER. B. SET TREE AT ORIGINAL DEPTH. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRIC' ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL. . SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIA D. PRUNE TREE AS DIRECTED BY LANDSCAPE ARCHITECT E. ASSURE PERCOLATION OF ALL PLANTING PITS

SHEET NUMBER

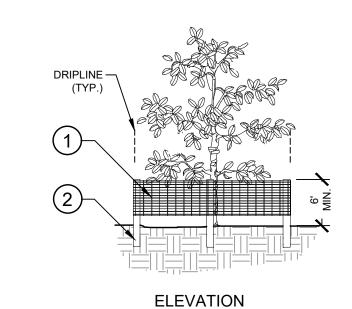
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(5) FINISHED GRADE (SEE GRADING PLAN). 6) PREPARED PLANTING SOIL AS SPECIFIED. (SEE LANDSCAPE NOTES) NOTE: WHEN GROUND-COVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED. 7) SCARIFY OF PLANTING PIT SIDES AND BOTTOM. 8) 4" HIGH BERM FIRMLY COMPACTED. (9) UNDISTURBED NATIVE SOIL.

C. ALL SHRUBS AND GROUNDCOVERS SHALL BE PLUMB VERTICALLY, UNLESS OTHERWISE DIRECTED BY OWNERS REPRESENTATIVE.

MIN. 1/2 MATURE SHRUB WIDTH

ig(1ig) INSTALL CONTINUOUS MULCH BED ADJACENT TO PARKING SPACES AS SHOWN. MULCH SHALL BE MIN. 3" DEEP. NO POP-UP IRRIGATION HEADS SHALL BE LOCATED WITHIN 24" OF A PARKING SPACE ON ANY SIDE. (2) CURB / PARKING LOT EDGE.



PLAN

CONNECTION

CORNER

CONNECTION

ELEVATION / PLAN

A DEPTH OF 3" (MIN.)

PLANTINGS ADJACENT TO BUILDINGS

1) 6'H "PERIMETER PLUS" CONSTRUCTION FENCE BY CONWED PLASTICS OR OWNER'S REPRESENTATIVE APPROVED EQUAL. SUBMIT PRODUCT INFORMATION FOR APPROVAL PRIOR TO INSTALLATION.

2) 8' TALL METAL "T" POSTS OR 2" x 2" X 8' PRESSURE TREATED WOOD POSTS WITH 24" BURIAL BELOW GRADE.

INSTALLATION NOTES:

A. POST SELECTION SHOULD BE BASED ON EXPECTED STRENGTH NEEDS AND THE LENGTH OF TIME FENCE WILL BE IN PLACE. FLEXIBLE FIBERGLASS ROD POSTS ARE RECOMMENDED FOR PARKS, ATHLETIC EVENTS AND CROWD CONTROL INSTALLATIONS. METAL "T" POSTS OR TREATED WOOD POSTS ARE TYPICALLY USED FOR CONSTRUCTION AND OTHER APPLICATIONS.

B. POSTS SHOULD BE DRIVEN INTO THE GROUND TO A DEPTH OF 1/3 OF THE HEIGHT OF THE POST. FOR EXAMPLE, A 6' POST SHOULD BE SET AT LEAST 2' INTO THE GROUND.

C. SPACE POSTS EVERY 6' (MIN.) TO 8' (MAX.). D. SECURE FENCING TO POST WITH NYLON CABLE TIES (AVAILABLE FROM CONWED PLASTICS). WOOD STRIPS MAY

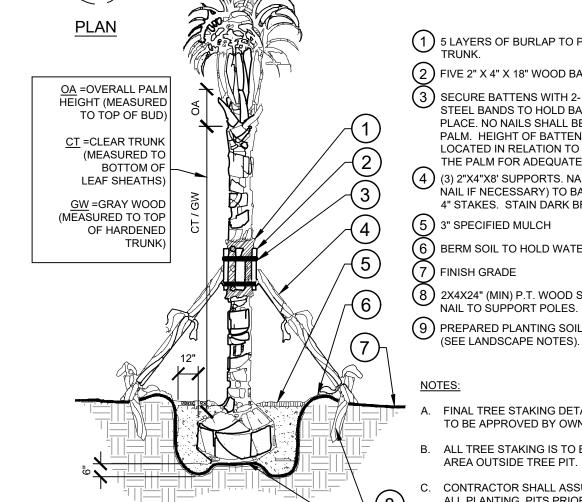
BE ALSO BE USED TO PROVIDE ADDITIONAL SUPPORT AND

PROTECTION BETWEEN TIES AND POSTS.

NOTE: IF WIRE TIES ARE USED, AVOID DIRECT CONTACT WITH

FENCE. WIRE MAY DAMAGE FENCE OVER TIME.

10 TREE PROTECTION FENCING



11 \ PALM PLANTING

# GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

# A. SCOPE OF WORK

- THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS SPECIFIED
- 2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTANCE BY THE

# B. PROTECTION OF EXISTING STRUCTURES

- 1. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED AND DESIGNATED TO REMAIN SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL NECESSARY BMP DEVICES ACCORDING TO ALL REGULATORY AGENCY'S STANDARDS THROUGH THE DURATION OF ALL CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL SUBMIT A DETAILED PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN UNLESS THE WORK REQUIRES NOTHING MORE THAN A DIRECT APPLICATION OF FDOT DESIGN STANDARDS. INDEX 600, IF A DIRECT APPLICATION OF INDEX 600 IS PROPOSED. THE CONTRACTOR SHALL SUBMIT IN WRITING A STATEMENT INDICATING THE STANDARD INDEX AND PAGE NUMBER NO LESS THAN 10 BUSINESS DAYS PRIOR TO START OF CONSTRUCTION. WHEN A DIRECT APPLICATION OF FDOT STANDARD INDEX 600 IS NOT ACCEPTABLE A PROJECT SPECIFIC WORK ZONE TRAFFIC CONTROL PLAN SHALL BE PREPARED BY A FLORIDA PROFESSIONAL ENGINEER WHO HAS SUCCESSFULLY COMPLETED ADVANCED TRAINING IN MAINTENANCE OF TRAFFIC, AS DEFINED BY FDOT FOR APPROVAL BY THE COUNTY ENGINEER'S
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PUBLIC OR PRIVATE, PRIOR TO EXCAVATION. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION FURNISHED BY THE OWNER OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND DESIGN PROFESSIONAL SHALL NOT BE RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF ANY SUCH INFORMATION OR DATA. THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR: REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA: LOCATING ALL UNDERGROUND FACILITIES DURING CONSTRUCTION; THE SAFETY AND PROTECTION THEREOF; REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. THE CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES IN WRITING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

# C. PROTECTION OF EXISTING PLANT MATERIALS

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC... THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED ON SITE. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND/OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF THREE HUNDRED DOLLARS (\$300) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

# 2. SEE TREE MITIGATION PLAN AND NOTES, IF APPLICABLE

# MATERIALS

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON SITE OR AS DETERMINED BY THE OWNER. UPON APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURS

# PLANT MATERIALS

- a. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND ONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIV!
- b. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.
- c. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY. SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

# E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

- 1. CONTRACTOR SHALL TEST EXISTING SOIL AND AMEND AS NECESSARY IN ACCORDANCE WITH THE GUIDELINES BELOW:
- SOIL MIXTURE (PLANTING MEDIUM FOR PLANT PITS) SHALL CONSIST OF TWO PARTS OF TOPSOIL AND ONE PART SAND, AS DESCRIBED BELOW. CONTRACTOR TO SUBMIT SAMPLES AND PH TESTING RESULTS OF SOIL MIXTURE FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.
- a. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; ASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND HAVE A PH BETWEEN 5.5 AND 7.0.
- b. <u>SAND</u> SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND.
- 2. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE AT WHICH POINT THE CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.... IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

\* WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

# G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

\* FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

- MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A DEPTH OF THREE (3) INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL BE "FLORIMULCH," EUCALYPTUS MULCH, OR SIMILAR SUSTAINABLY HARVESTED MULCH UNLESS SPECIFIED OTHERWISE.
- PROVIDE A THREE (3) INCH MINIMUM LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT (6' MINIMUM) PLANTED UNDER THIS CONTRACT.

# DIGGING AND HANDLING

- PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO THE SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
- BALLED AND BURLAPPED (B&B), AND FIELD GROWN (FG) PLANTS SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS SHALL NOT BE HANDLED BY STEMS.

- PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
- PROTECTION OF PALMS: ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED
- EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

# CONTAINER GROWN STOCK

- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
- AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
- 3. ROOT BOUND PLANTS ARE NOT ACCEPTABLE AND WILL BE REJECTED.
- 4. RPG= "ROOTS PLUS GROWER" CONTAINER PRODUCTS SHALL BE USED WHERE SPECIFIED.

# K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE. THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

# MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY. THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.

- FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE
- 2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
- ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.

- CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER DAILY. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
- VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL SUNSHINE STATE ONE CALL OF FLORIDA, INC. (811) TO LOCATE UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
- SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36" OR TO NATIVE SOIL. CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE POOR DRAINAGE CONDITION PLANTING DETAIL.
- FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS SPECIFIED HEREIN. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
- COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ONSITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES
- THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
- ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL, TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS
- 8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.
- 9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.
- 10. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
- 11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL PRIOR TO INOCULATION.
- 12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET, ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
- 13. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY CERTIFIED ARBORIST, IN ACCORDANCE WITH ANSI A-300.
- 14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. MATERIALS INSTALLED SHALL MEET MINIMUM SPECIMEN REQUIREMENTS OR QUANTITIES SHOW ON PLANS, WHICHEVER IS GREATER. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" THE PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
- 15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
- 16. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

# LAWN SODDING

- THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.
- ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS BY MEANS OF A SOD CUTTER TO A DEPTH OF THREE (3) INCHES, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE

3. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA

- a. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS. UNLESS SPECIFICALLY NOTED OTHERWISE.
- b. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM
- c. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE MULCH STRIP SHALL BE PROVIDED. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE
- DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

- a. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING
- b. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

- THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL INSTALLED (INCLUDING SOD) BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTANCE
- ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED AT NO ADDITIONAL COST TO THE OWNER.
- IN THE EVENT THE OWNER DOES NOT CONTRACT WITH THE CONTRACTOR FOR LANDSCAPE AND IRRIGATION MAINTENANCE, THE CONTRACTOR SHOULD VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE (1) YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER. CONTRACTOR SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A

- WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.
- INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

# 6. LAWN MAINTENANCE

- REGRADING IF NECESSARY).
- TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND APPROVED BY THE OWNER'S REPRESENTATIVE.

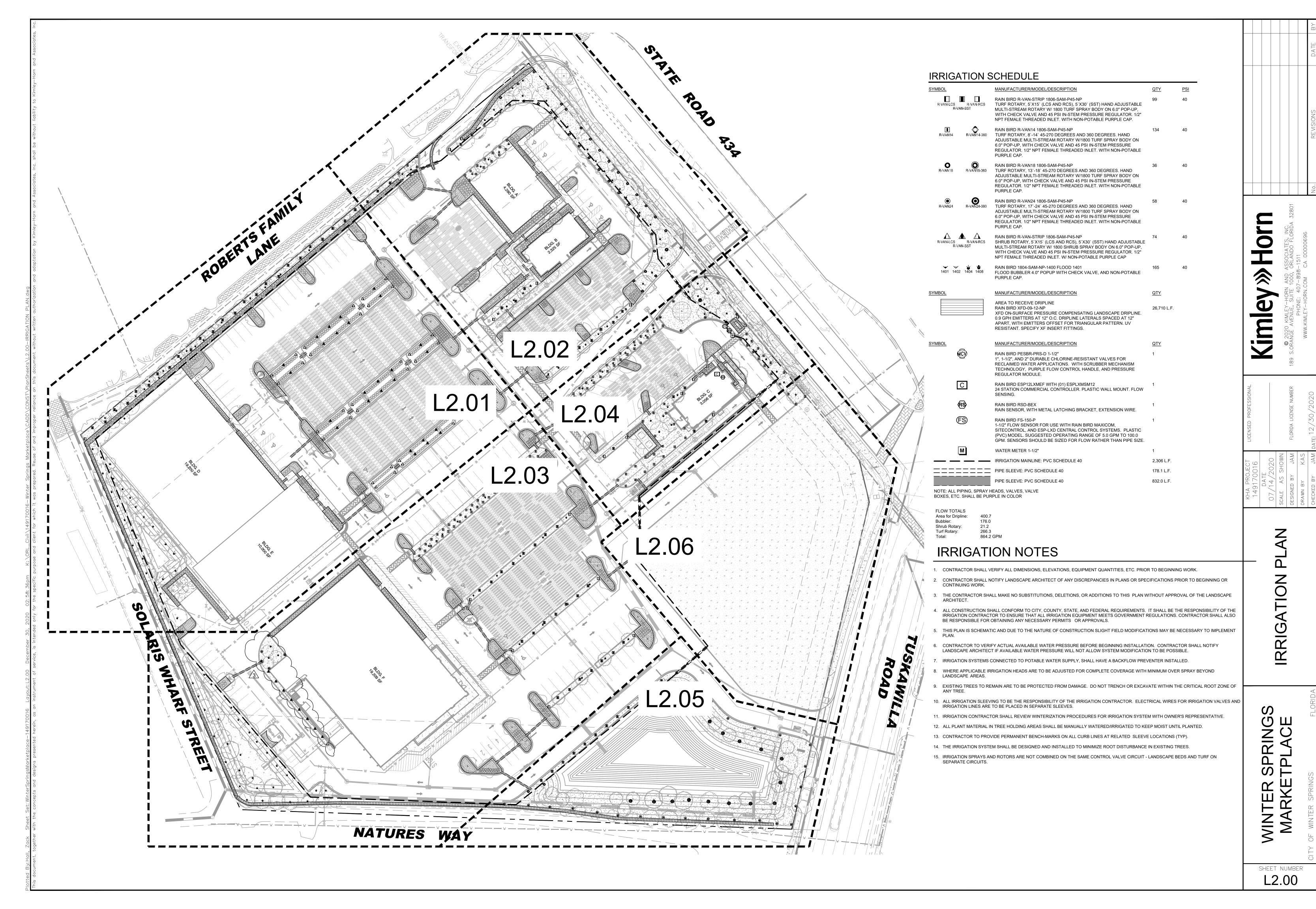
# R. PLANT MATERIAL MAINTENANCE

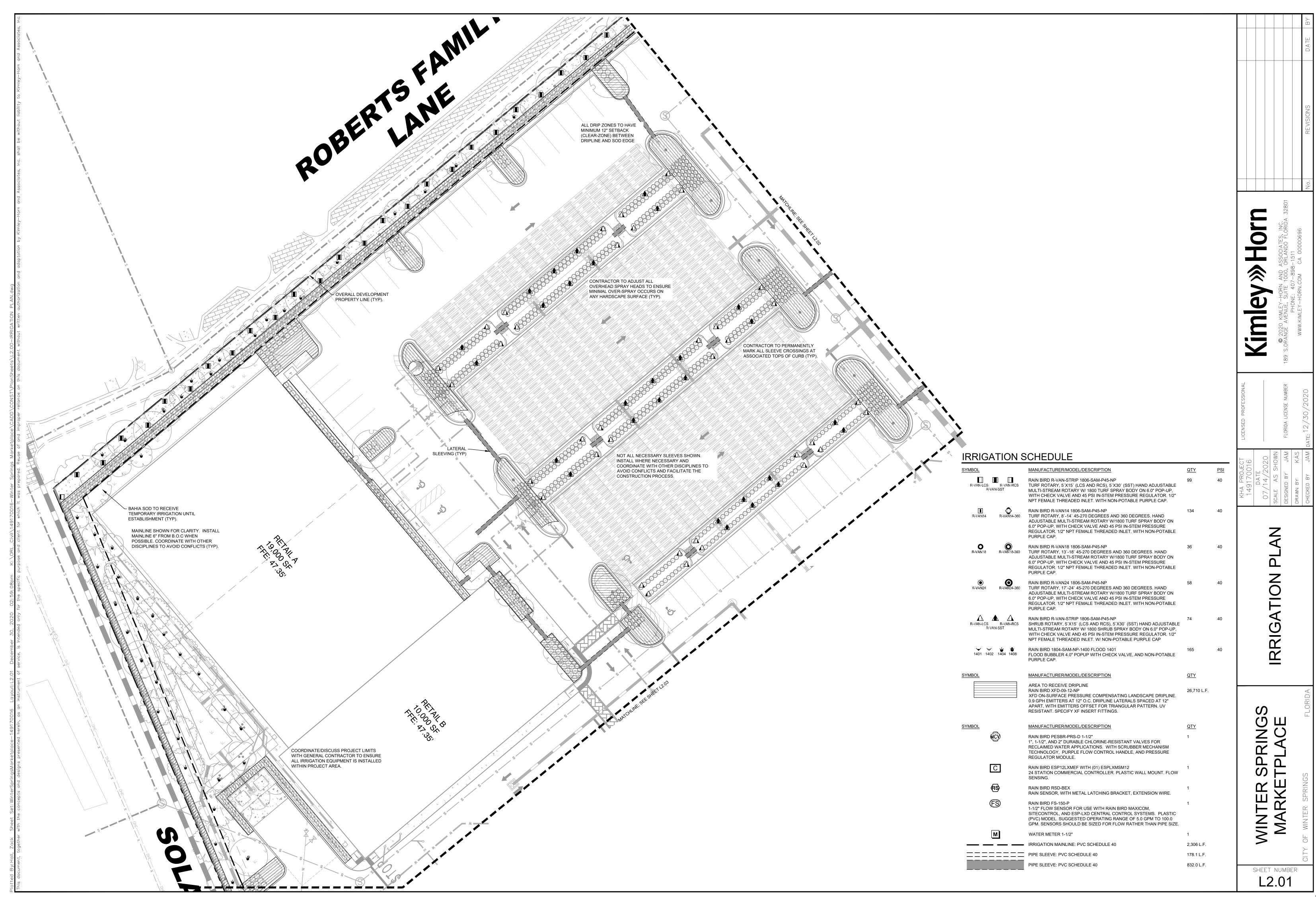
FINAL INSPECTION AND ACCEPTANCE OF WORK

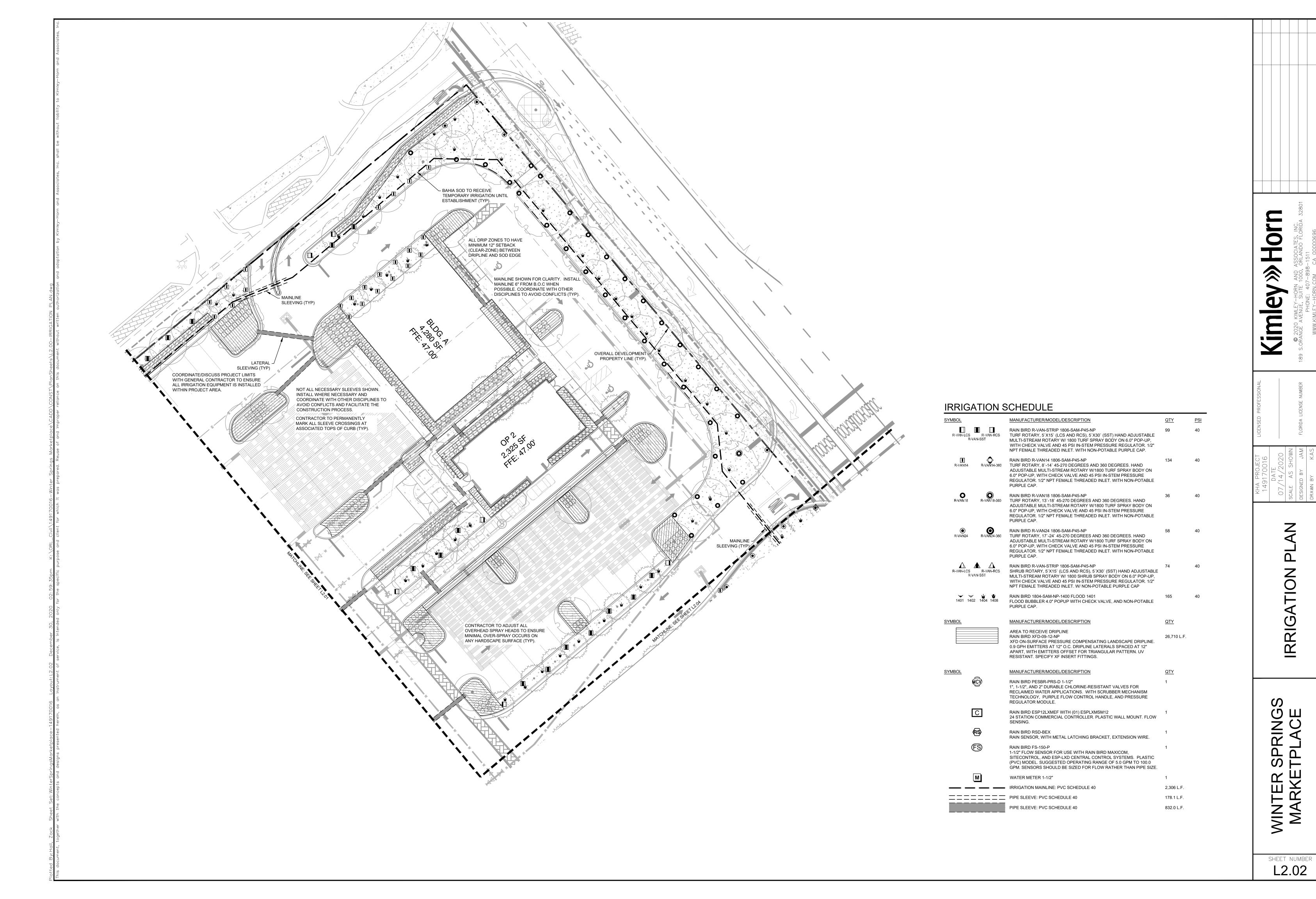
- BY THE OWNER'S REPRESENTATIVE.
- PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

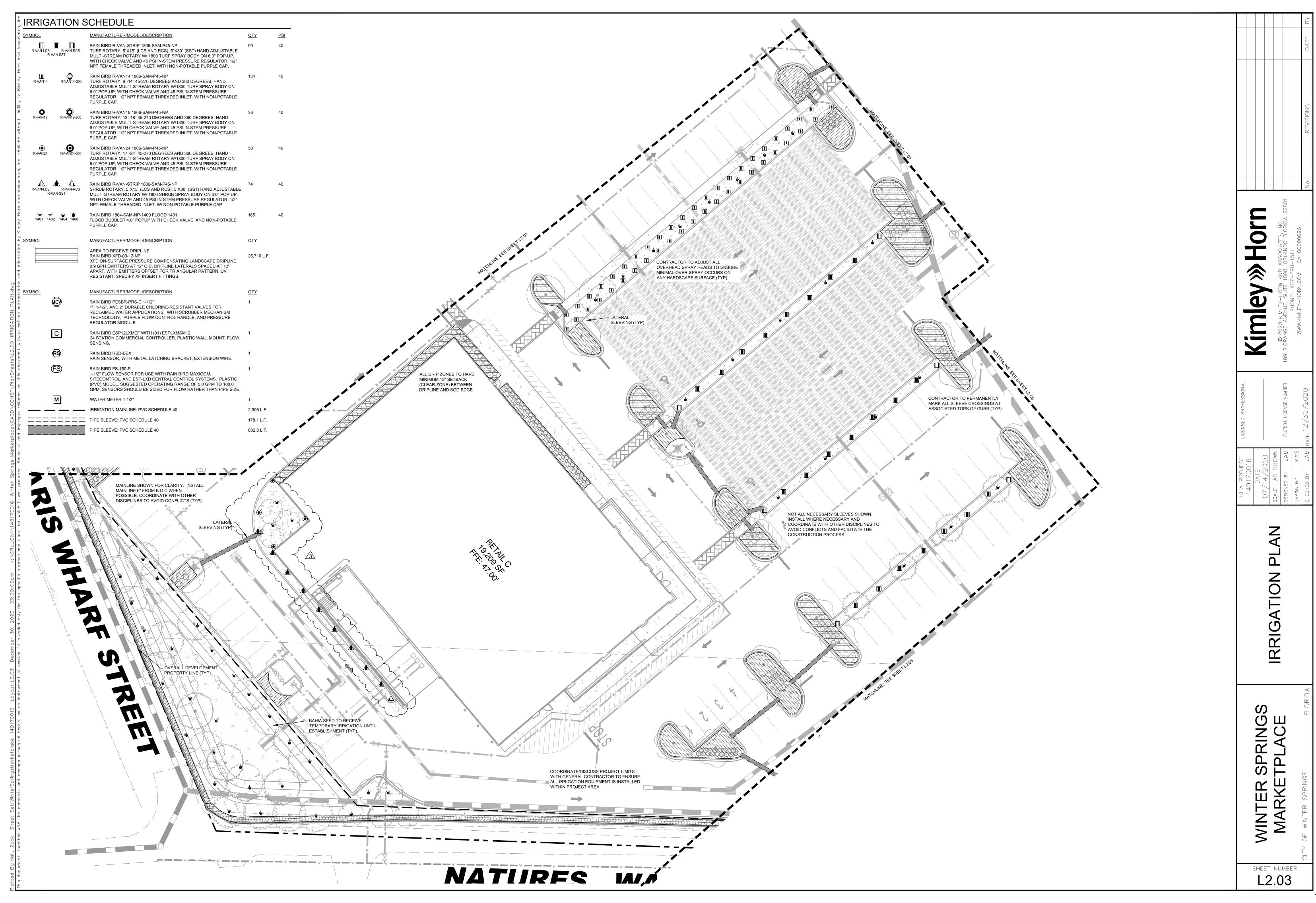
TYPICAL LANDSCAPE SPECIFICATIONS (FLORIDA)

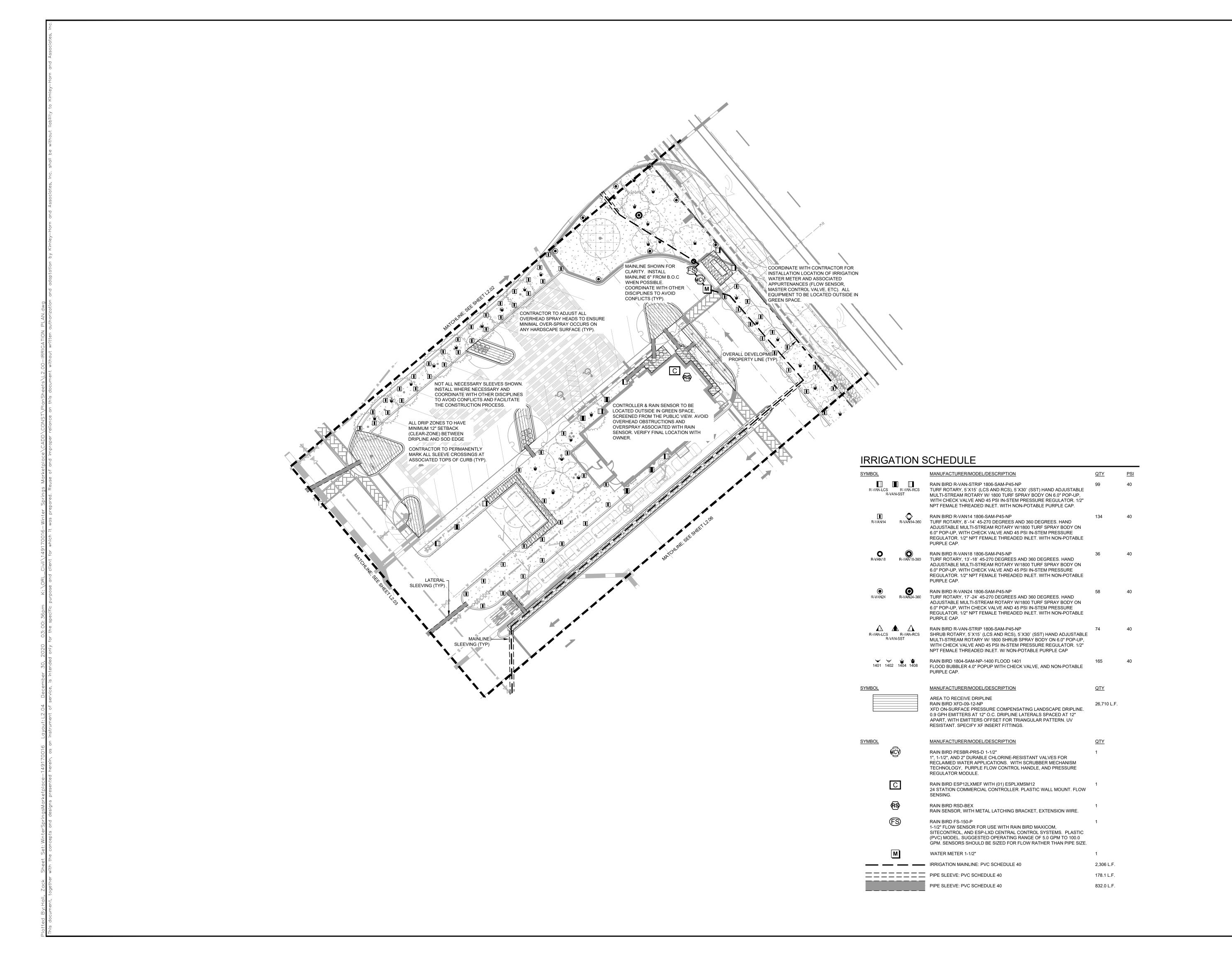
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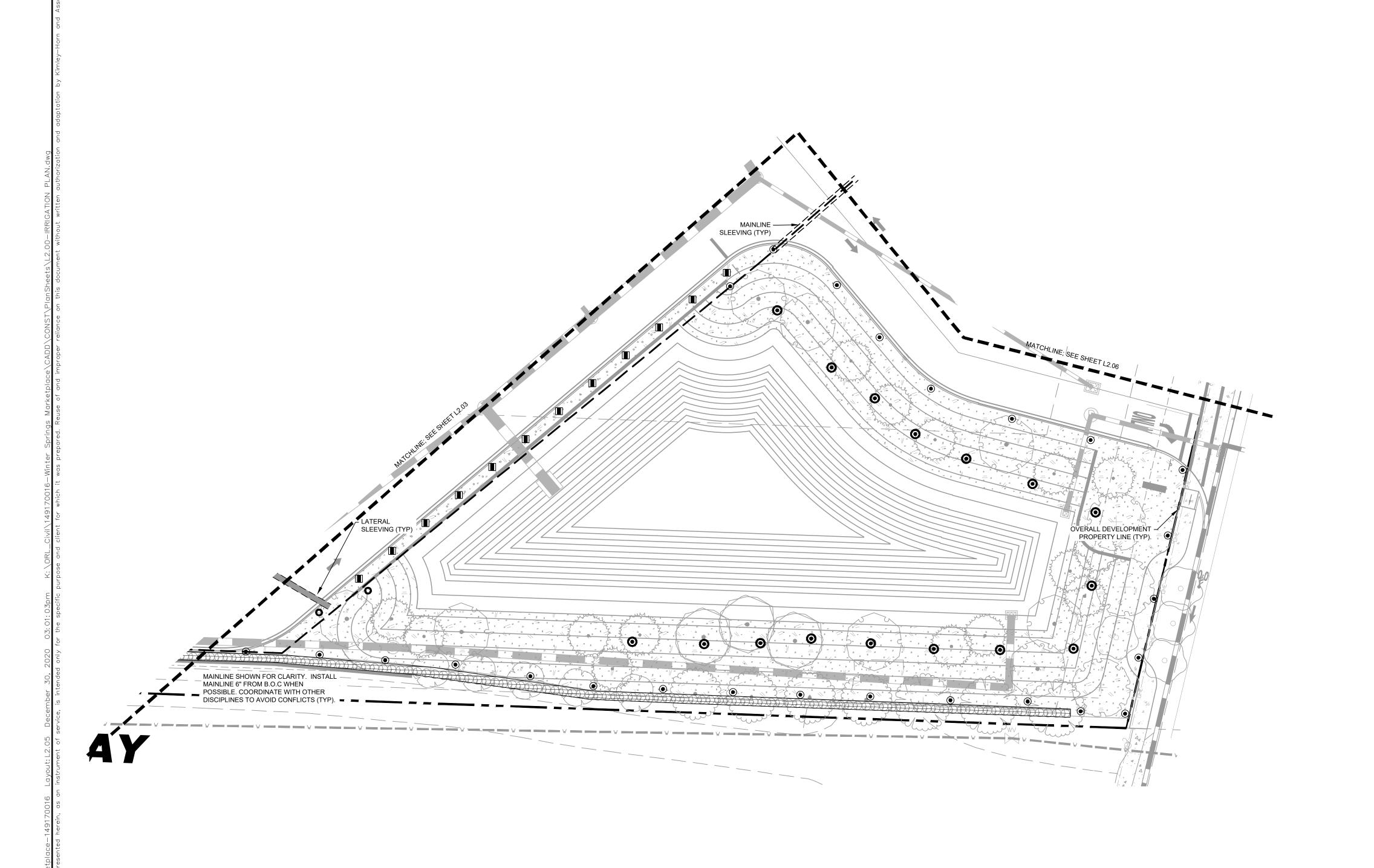


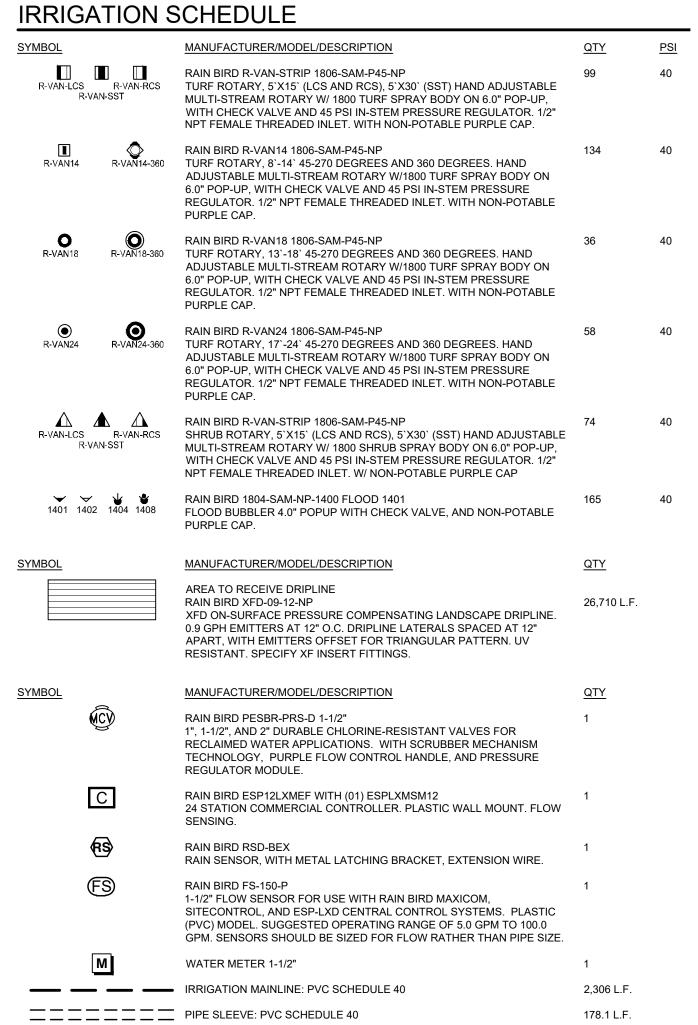




IRRIG,

SHEET NUMBER L2.04



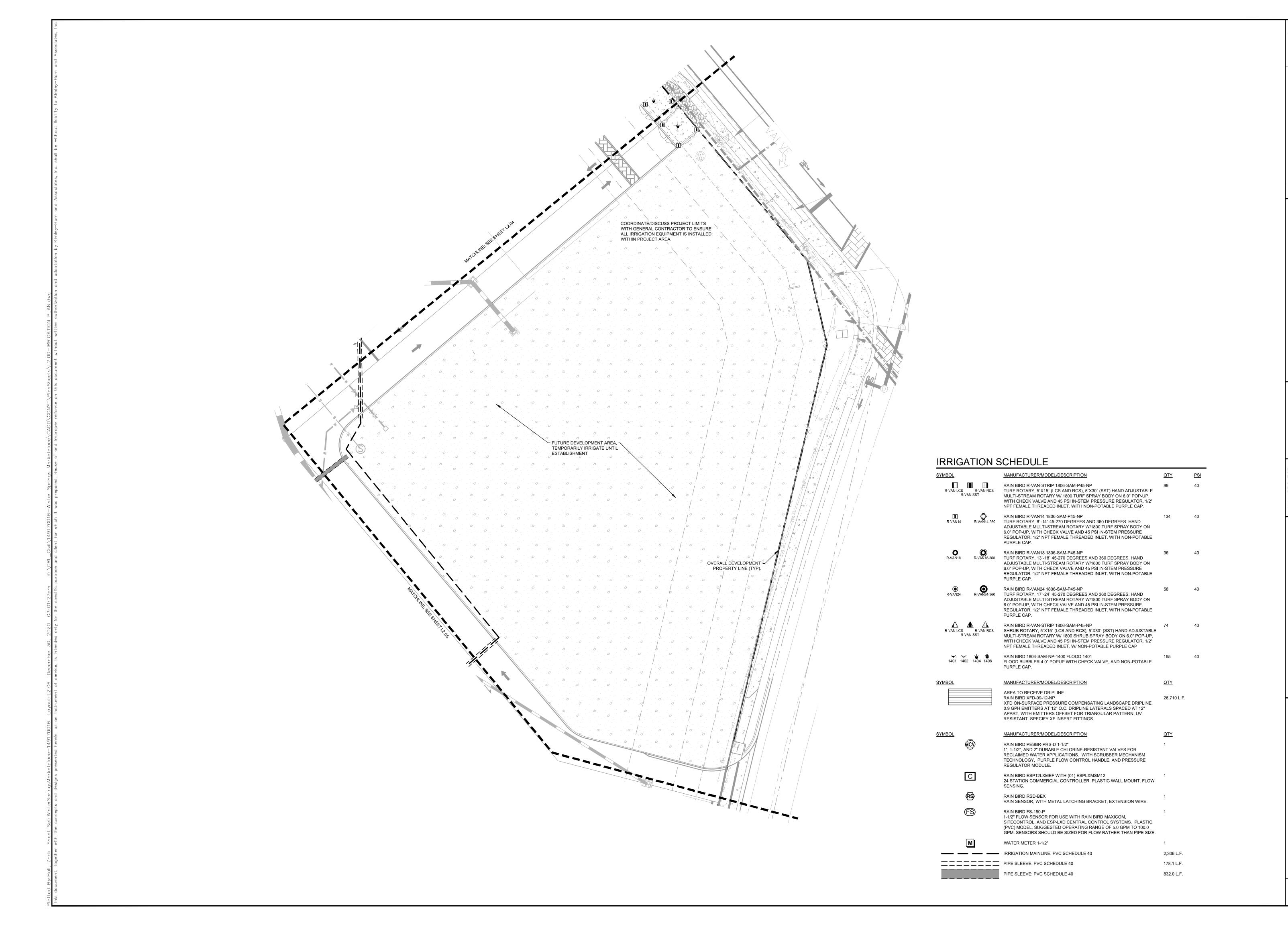


PIPE SLEEVE: PVC SCHEDULE 40

178.1 L.F.

832.0 L.F.

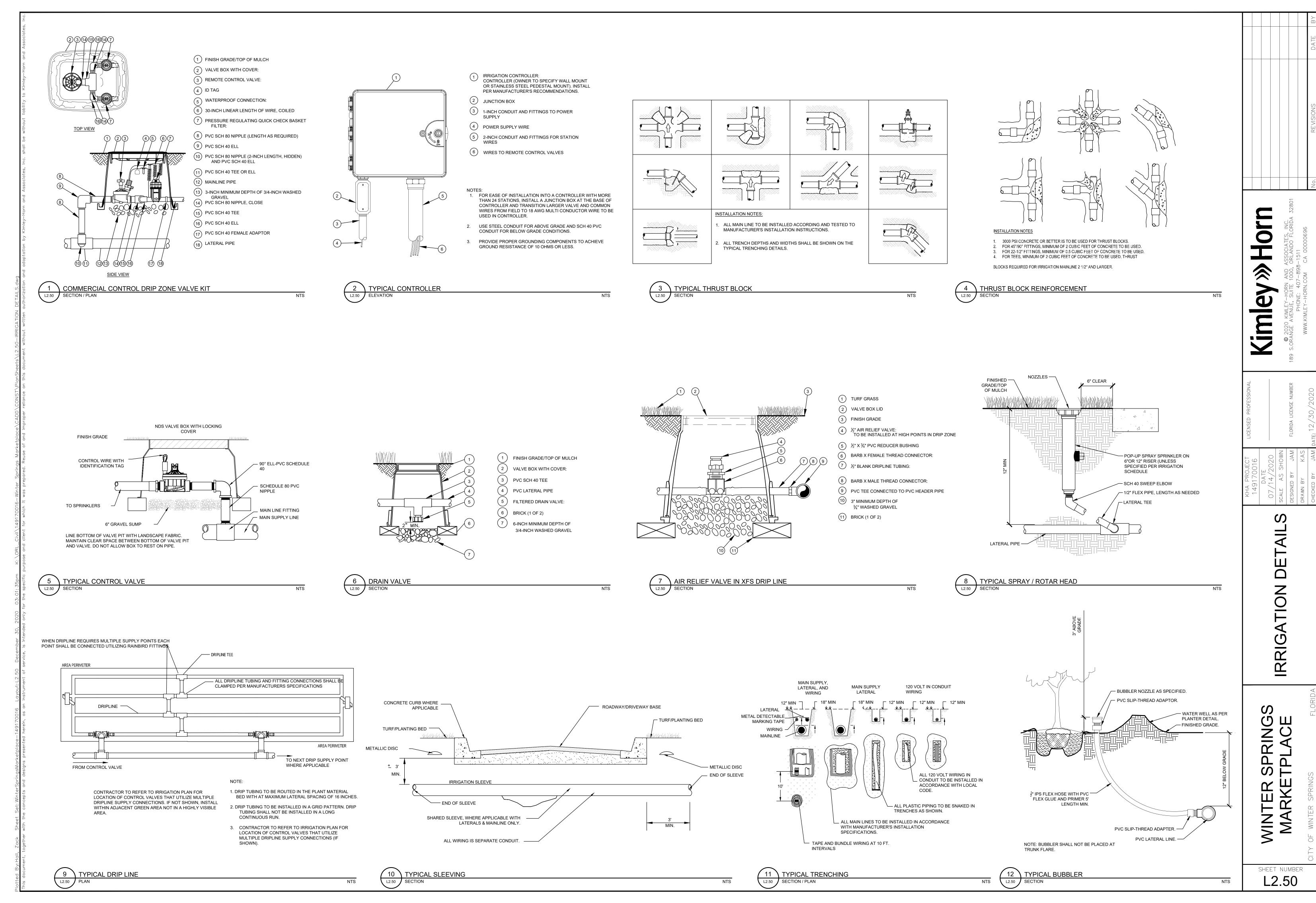
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167

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**⅃** 168

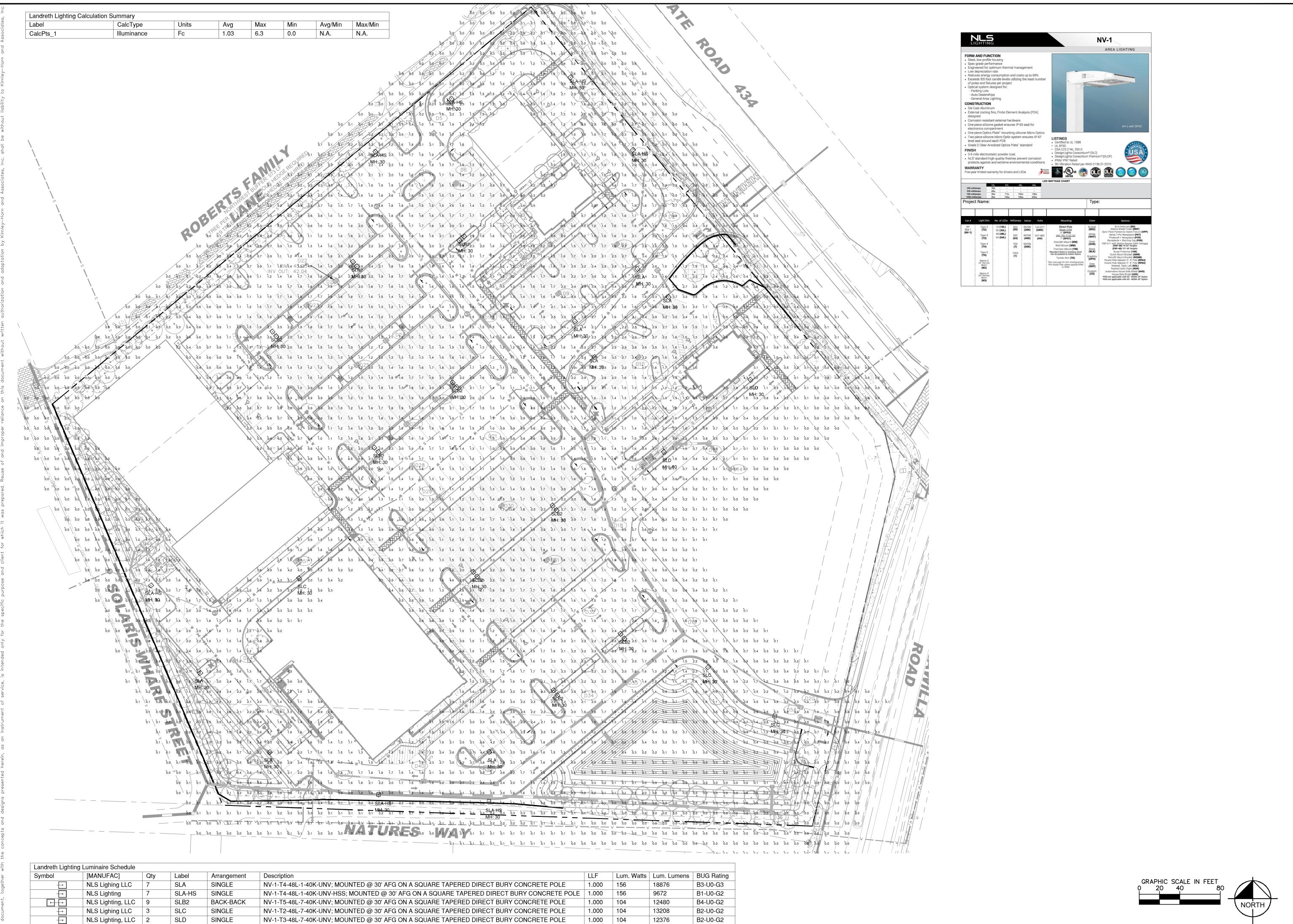
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# **IRRIGATION SYSTEM NOTES:**

- 1. THE IRRIGATION MAINLINE LAYOUT IS DIAGRAMMATIC. ANY CHANGES MADE IN THE IRRIGATION MAINLINE DUE TO FIELD CONDITIONS OR CONTRACTOR'S SUBMITTED DESIGN SHALL BE IN ACCORDANCE WITH THESE STANDARDS.
- 2. SET SPRAY HEADS 6" AND ROTORS 12" IN FROM BACK OF CURB OR 24" IF PAVEMENT HAS NO CURB.
- IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PERFORMING ALL NECESSARY MODIFICATIONS REQUIRED TO MEET THE SCHEMATIC INTENT OF THESE PLANS OUTLINE THE OVERALL LAYOUT THE SYSTEM AND IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ZONE THE SYSTEM ACCORDINGLY BASED ON FLOW AND PRESSURE AVAILABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE FOLLOWING BUT NOT LIMITED TO AVAILABLE FLOW, AVAILABLE PRESSURE, CONNECTION ASSEMBLY, CAPACITY OF THE SYSTEM.
- 4. CONTRACTOR TO PROVIDE NEW AUTOMATIC CONTROLLER FOR PROPOSED SYSTEM (NO BATTERY OPERATED CONTROLLERS ALLOWED). COORDINATE LOCATION WITH OWNER.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AUTOMATIC RAIN SENSOR. COORDINATE LOCATION W/ OWNER.
- 6. IRRIGATION SHALL NOT BE COMBINED ON A SINGLE ZONE AND SHALL BE ZONED ACCORDING TO IRRIGATION TYPE, PRECIPITATION RATE, AND THE SYSTEM'S AVAILABLE WATER / PRESSURE. CONTRACTOR TO SUBMIT SHOP DRAWINGS TO OWNER FOR REVIEW PRIOR TO INSTALLATION.
- 7. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THESE PLANS-CONTRACTOR SHALL FIELD VERIFY.
- 8. CONTRACTOR TO FIELD VERIFY ALL POINT OF CONNECTION SOURCE INFORMATION INCLUDING PSI AND GPM PRIOR TO CONSTRUCTION.
- 9. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON-SITE.
- 10. CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN FOR PLANTER BED AND TREE LOCATIONS TO ENSURE ALL PLANT MATERIAL IS COVERED BY 100% HEAD-TO-HEAD IRRIGATION.
- 11. CONTRACTOR SHALL PROVIDE "AS-BUILT" DRAWINGS OF THE FINAL INSTALLATION TO OWNER AND CITY AT SUBSTANTIAL COMPLETION BEFORE RECEIVING FINAL PAYMENT.
- 12. PRODUCTS SHALL BE AS SPECIFIED OR APPROVED EQUAL.

# PRE-APPROVED MANUFACTURERS: 1. TORO

- HUNTER RAINBIRD
- 13. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE OWNER/GENERAL CONTRACTOR. WORK IN THE R.O.W. SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE
- 14. LOCATE ALL IRRIGATION LINES WITHIN LANDSCAPED AREAS WHENEVER POSSIBLE. ALL LINES UNDER PAVEMENT MUST BE SLEEVED WITHIN SCH. 40 PVC 2x SIZE OF PIPE AND FREE OF STONES/DEBRIS. ALL VALVES SHALL BE LOCATED WITHIN LANDSCAPED AREAS.
- 15. MAINLINE SHALL NOT BE LOCATED WITHOUT PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.
- 16. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR SLEEVING AND DIRECTIONAL BORES.
- 17. ALL SLEEVES UTILIZED BY THE IRRIGATION CONTRACTOR WHETHER INSTALLED BY HIM OR NOT, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE DEPTH BELOW FINISH GRADE, TO THE NEAREST FOOT OF EACH END OF THE SLEEVE SHALL BE NOTED AT EACH SLEEVE LOCATION ON THE "AS-BUILT" DRAWINGS. ALL SLEEVES ON PLAN FOR WALL PENETRATIONS AND UNDER SIDEWALKS SHALL BE SIZED TWO PIPE SIZES GREATER THAN THE PIPE IT CARRIES.
- 18. ALL PRESSURIZED MAINLINES AND LATERALS UNDER PAVEMENT SHALL BE WITHIN SCH. 40 PVC SLEEVES. WHERE ELECTRIC OR HYDRAULIC VALVE CONTROL LINES PASS THROUGH A SLEEVE WITH OTHER MAIN OR LATERAL LINES THEY SHALL BE CONTAINED WITHIN A SEPARATE, SMALLER CONDUIT.
- 19. NUMBER THE TOP OF ALL VALVE BOX LIDS WITH MINIMUM 1" HEIGHT BLACK LETTERS TO CORRESPOND TO AUTOMATIC AND GATE VALVE BOXES SHALL BE LABELED IN A SIMILAR MANNER WITH THE DESIGNATION "HB". LETTER OUTSIDE OF TIME CLOCK CABINETS TO CORRESPOND WITH IRRIGATION CLOCK
- 20. THE IRRIGATION CONTRACTOR SHALL INSTALL A COLOR CODED METAL DETECTABLE MARKING TAPE WHICH CLEARLY NOTES: "CAUTION: IRRIGATION LINE BURIED BELOW." THE TAPE SHALL BE INSTALLED THE FULL LENGTH OF THE IRRIGATION MAINLINE.
- 21. ELECTRIC SERVICE TO THE CONTROLLER SHALL BE PROVIDED BY THE GENERAL CONTRACTOR.
- 22. ALL 24 VAC WIRING FROM DECODER TO VALVE SHALL BE OF DIRECT BURIAL COPPER WIRE. MAXIMUM LENGTH OF WIRE FROM DECODER TO VALVE SHALL NOT EXCEED 400 FEET. AS FOLLOWS: CONTROL WIRES - #14
- 23. ALL VALVES, SPLICES WITHIN CONTROL LINES, AND QUICK COUPLERS SHALL BE LOCATED WITHIN NDS VALVE BOXES AS FOLLOWS: -RECTANGULAR 12"X17" HEAVY DUTY BOX. (PURPLE COVER FOR REUSE TO BE PROVIDED WHERE APPROPRIATE).
- 24. ALL IRRIGATION HEADS/DRIP TUBING SHALL BE LOCATED ONE (1) FOOT FROM BACK OF CURB WHEN NEXT TO A ROADWAY. (THIS SHALL NOT INCLUDE PARKING AREAS OR DRIVE AISLES)
- 25. HEADS, LATERALS, EMITTERS, AND VALVES ARE NOT SHOWN, BUT ARE NECESSARY FOR A FULLY FUNCTIONING IRRIGATION SYSTEM.
- 26. LOCATE ALL VALVES IN PLANTING BEDS WITH A MINIMUM OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED. PIPE SIZES ON EITHER SIDE OF SECTION VALVES CONNECTING MAINLINE TO SECTION VALVES CONNECTING MAI
- 27. IRRIGATION ZONES SHALL BE SEPARATED FOR HIGH AND LOW WATER USE REQUIREMENTS AND OPERATED ON DIFFERENT WATERING CYCLES. BUBBLERS, DRIPLINE, AND SPRAY HEADS SHALL BE SEPARATED ON DIFFERENT VALVES. AT NO TIME SHALL MULTIPLE IRRIGATION HEAD TYPES BE LOCATED ON THE SAME VALVE.
- 28. ALL DRIP ZONES SHALL BE INSTALLED WITH A FLUSH VALVE AND AIR RELIEF VALVE. IN THE EVENT THAT A DRIP ZONE HAS MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE HIGH OR LOW POINT, MORE THAN ONE AIR RELIEF VALVE OR FLUSH VALVE WILL BE REQUIRED FOR THAT ZONE. DRIPLINE SHALL PROVIDE 0.9 GPH EMITTERS, 12" O.C. WITH 12" LINE SPACING AT A MINIMUM.
- 29. ALL WIRING FOR CONNECTION OF THE VALVES TO THE CONTROLLER SHALL BE TWISTED PAIR 18 AWG. ELECTRIC CONTROL LINES FROM THE DECODER TO THE SOLENOID VALVES SHALL BE TWISTED PAIR 18 AWG. ALL DECODERS SHALL BE GROUNDED EVERY 1,000 L.F. OR EVERY 10 DEVICES. ALL WIRE SHALL BE FURNISHED IN MINIMUM 2,500' REELS AND SPLICING SHALL BE MINIMIZED. BURY SPLICE KIT. ALL 24 VOLT WIRING SHALL BE IN VALVE BOXES OR CONTROLLERS ONLY. IRRIGATION SYSTEM CONTROL SHALL BE TWO WIRE PATH. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S REQUIREMENTS FOR THIS INSTALLATION. TWO WIRE SYSTEM SHALL HAVE 2-WAY COMMUNICATIONS FIELD PROGRAMMABILITY, STATION SPECIFICATIONS AND INTEGRATED SURGE PROTECTION.
- 30. ALL CONTROL WIRE SHALL BE INSTALLED IN A 1  $\frac{1}{4}$ " ELECTRICAL CONDUIT.
- 31. SMALLEST DIAMETER LATERAL PIPE SHALL BE 3/4".
- 32. IRRIGATION SYSTEM SHALL BE CAPABLE OF SUPPLYING AN AVERAGE OF 1.05" OF WATER PER WEEK WITHIN WATERING RESTRICTIONS AS APPLICABLE.
- 33. IRRIGATION SYSTEM SHALL NOT BE INSTALLED THROUGH EXISTING, OR PRESERVED PLANT COMMUNITIES. DO NOT TRENCH THROUGH EXISTING ROOT SYSTEMS OF ANY VEGETATION INTENDED TO BE PRESERVED.
- 34. CONTRACTOR TO MINIMIZE IRRIGATION OVERTHROW TO IMPERVIOUS AND NATURAL AREAS THROUGH FIELD ADJUSTMENTS TO INDIVIDUAL HEADS.
- 35. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY THE CONTRACTOR TO THE CONDITION DENOTED ON THE LANDSCAPE PLAN.
- 36. IRRIGATION PIPING INSTALLED UNDER ROADS AND SIDEWALKS SHALL BE IN SCHEDULE 40 PVC SLEEVING AT 2X THE PIPE SIZE. ALL SLEEVING SHALL BE FREE OF STONES AND DEBRIS.
- 37. IRRIGATION SOURCE TO BE EITHER WELL, POTABLE, OR NON-POTABLE WATER. IRRIGATION CONTRACTOR TO VERIFY SOURCE PRIOR TO DESIGN.
- 38. POINT OF CONNECTION TO BE DETERMINED BY OWNER. IRRIGATION SYSTEM CONNECTIONS TO THE LOCAL JURISDICTION SERVICE SHALL COMPLY WITH ALL APPLICABLE CODES.
- 39. IRRIGATION CONNECTION MAY REQUIRE BACKFLOW PREVENTION, VERIFY WITH LOCAL JURISDICTION.
- 40. IRRIGATION SYSTEM SHALL COMPLY WITH THE LOCAL JURISDICTION LAND DEVELOPMENT CODE.



HA PROJECT
LICENSED PROFESSIONAL

TA9170016

DATE

TA/14/2020
LE AS SHOWN
FLORIDA LICENSE NUMBER

TORIDA LICENSE N

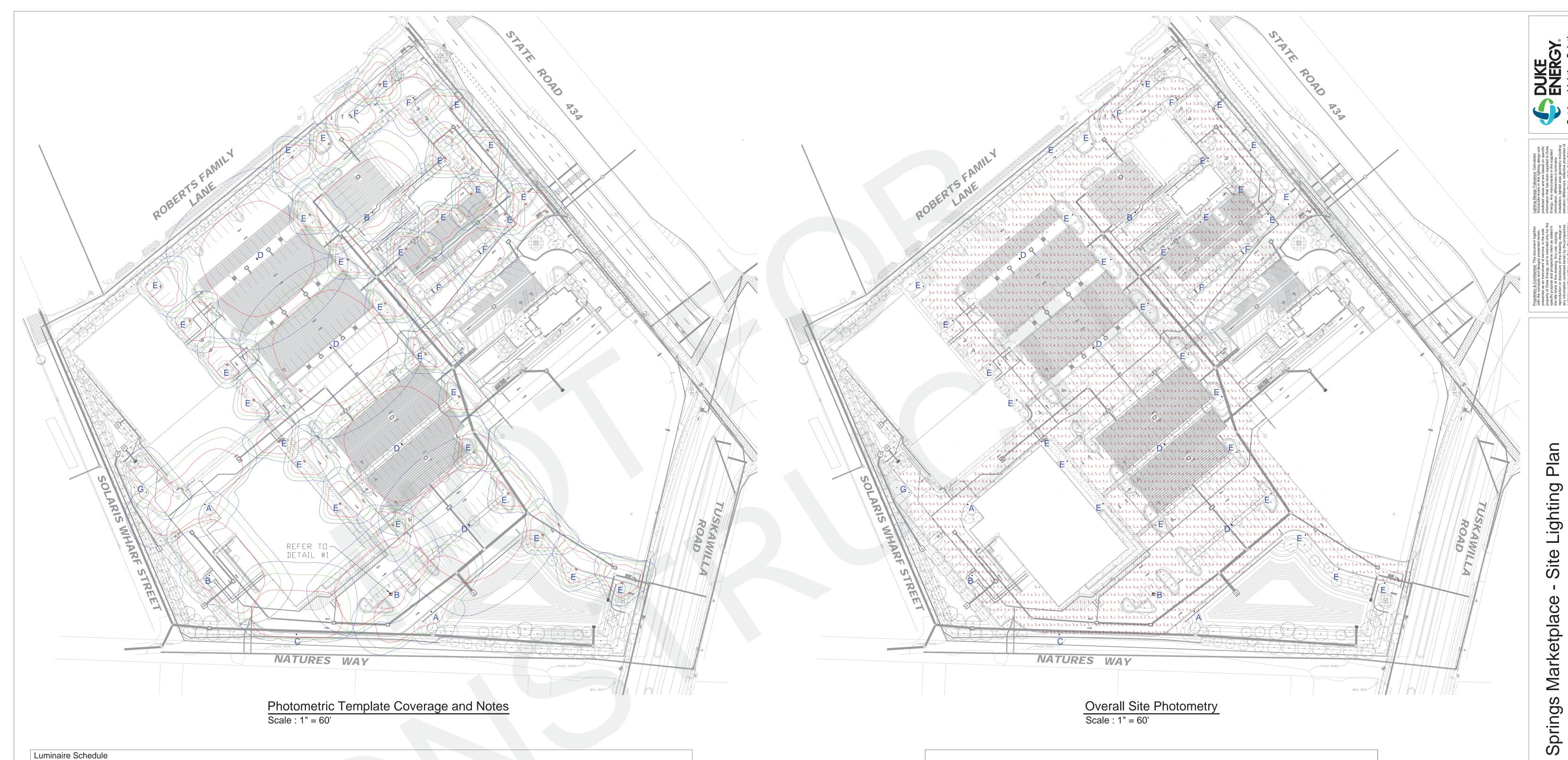
SHTING PLAN

S | LIGHTING

VINTER SPRINGS MARKETPLACE

SHEET NUMBER
L4.00

**--**17



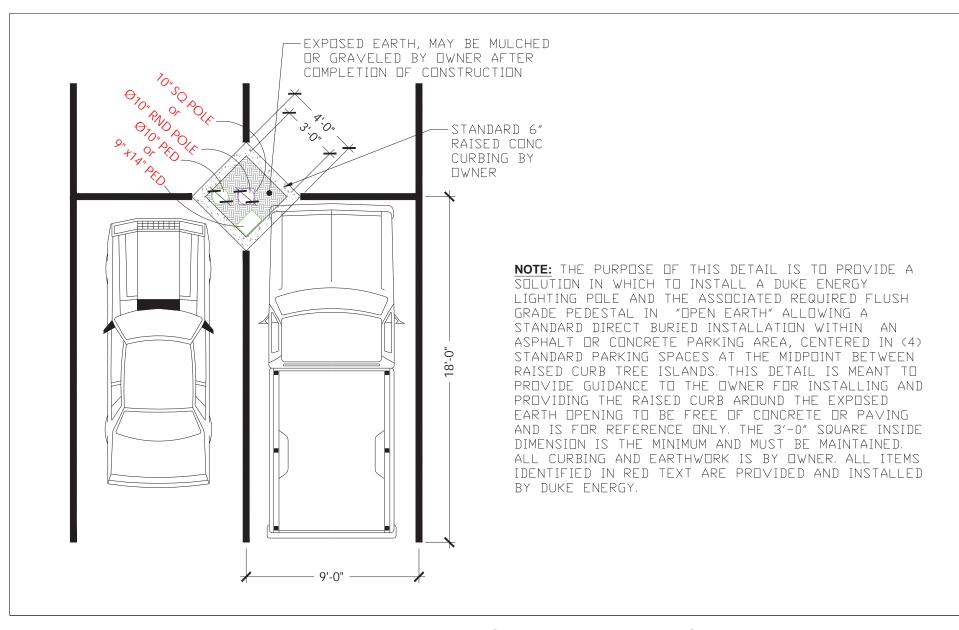
Symbol	Label	Qty	LLF	Description	Wattage	Catalog Number	Lamp	Color	Mounting Height (AFG
-	A	2	0.950	220W TYPE III LED SHOEBOX	220	GAN-AF-04-LED-U-T3R	LED LIGHT ENGINE	BLACK	30'
-	В	3	0.950	220W TYPE IV LED SHOEBOX	220	GAN-AF-04-LED-U-T4W	LED LIGHT ENGINE	BLACK	30'
	С	1	0.950	220W TYPE IV LED SHOEBOX WITH HOUSE SIDE SHIELD	220	GAN-AF-04-LED-U-SL4-HSS	LED LIGHT ENGINE	BLACK	30'
<b>←</b>	D	4	0.950	(QTY. 2) 220W TYPE V LED SHOEBOX	440	GAN-AF-04-LED-U-5WQ	LED LIGHT ENGINE	BLACK	30'
→ ·	Е	29	0.950	70W TYPE III LED OPEN DELUXE ACORN	70	WFCL2 P40 40K XX L3 FPD80	LED LIGHT ENGINE	BLACK	12'
<b>+</b>	F	4	0.950	(QTY. 2) 70W TYPE III LED OPEN DELUXE ACORN	140	WFCL2 P40 40K XX L3 FPD80	LED LIGHT ENGINE	BLACK	12'
	G	1	0.950	50W TYPE IV LED PEDESTRIAN SHOEBOX	50	GAP-AF-01-LED-U-T4W	LED LIGHT ENGINE	BLACK	17'

Calculation Summary							
Label	Symbol	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking and Drives	+	Fc	2.04	9.2	0.5	4.08	18.40

# General Notes:

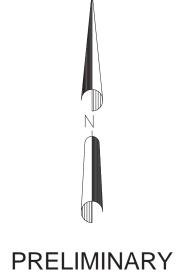
- 1. Site lighting is engineered, installed, and connected per NESC for Utility work and is owned and maintained by Duke Energy under a FPSC regulated leased lighting program.
- 2. Lighting is fed directly from Utility secondary distribution system via closest transformer and is not connected to any metered building or service point.

  All conductors are direct buried at 36" BFG minimum per NESC for Utility work.
- 3. 220W Shoebox LED poles are Promenade 35' OAL direct buried concrete tenon top with a fixture mounting height of 30' AFG, black in color.
- 70W Open Acorn LED poles are Washington 16' OAL direct buried concrete tenon top with a fixture mounting height of 12' AFG, black in color.
- 5. 50W Pedestrian Shoebox LED poles are Colonial 22' OAL direct buried concrete tenon top with a fixture mounting height of 17' AFG, black in color.



Detail #1: Typical Diamond Shaped Parking Stop Detail

Scale: N.T.S.



SCALE: 1" = 60'

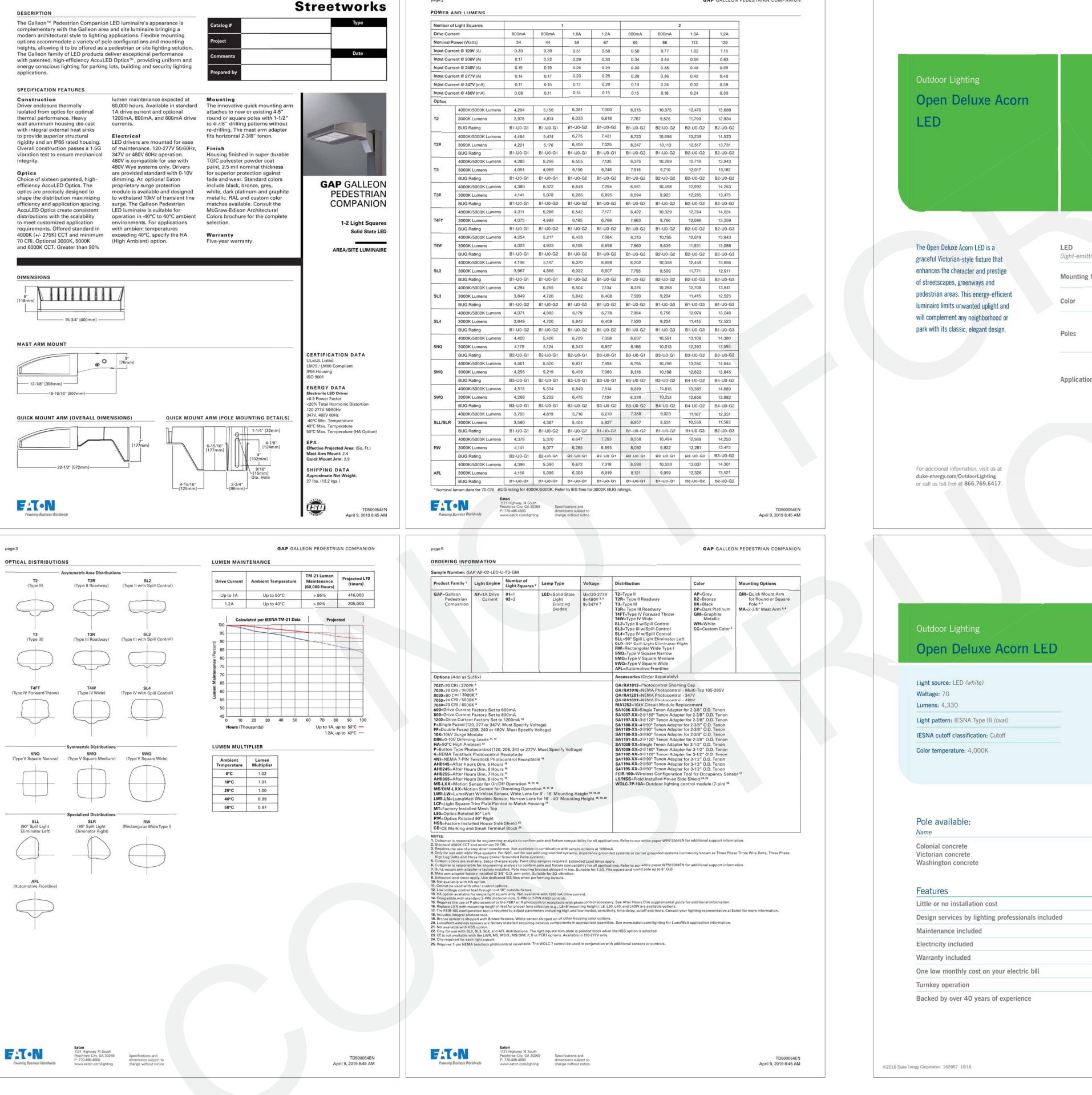
January 04, 2021 1" = 60' Drawing No.

SLC-01

1 of 2

Christopher Cordell

Winter



**Light Fixture Information** 

GAP GALLEON PEDESTRIAN COMPANION



**DUKE ENERGY** 

Outdoor Lighting Shoebox LED

The energy-efficient Shoebox LED is a green solution and great fit for commercial parking lots, malls, office buildings and streets providing a "white light" that will enhance the appearance of your site. The Shoebox LED delivers light where it is needed, while increasing visibility and reducing spill light to adjoining properties. Selected to be an alternative to the metal halide light fixture, this fixture provides a white light source that will enhance colors, adding to visual acuity and improving area uniformity.

(light-emitting diode) 213 | 421 watts Mounting height 20' – 35' Dark bronze Black Tenon top concrete Promenade concrete Neighborhoods Applications Roadways Shopping centers

For additional information, visit us at duke-energy.com/OutdoorLighting or call us toll-free at 866.769.6417.

Plan

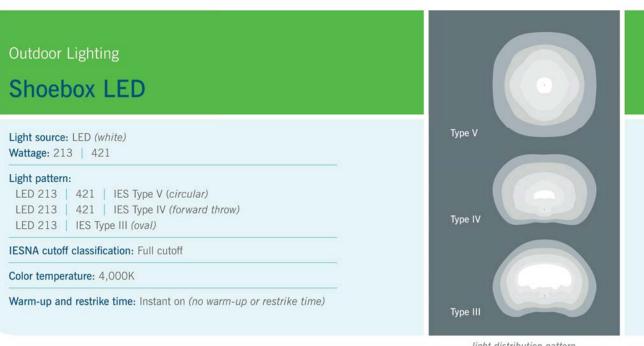
Lighting

Marketplac

pring

S

Wintel



light distribution pattern

Poles available: Mounting height Color 20' - 35' Tenon top concrete 20' - 35'Promenade concrete Bronze Benefits **Features** Little or no installation cost Frees up capital for other projects Design services by lighting professionals included Meets industry standards and lighting ordinances Maintenance included Eliminates high and unexpected repair bills Electricity included Less expensive than metered service Warranty included Worry-free One low monthly cost on your electric bill Convenience and savings for you Turnkey operation Provides hassle-free installation and service Backed by over 40 years of experience A name you can trust today ... and tomorrow

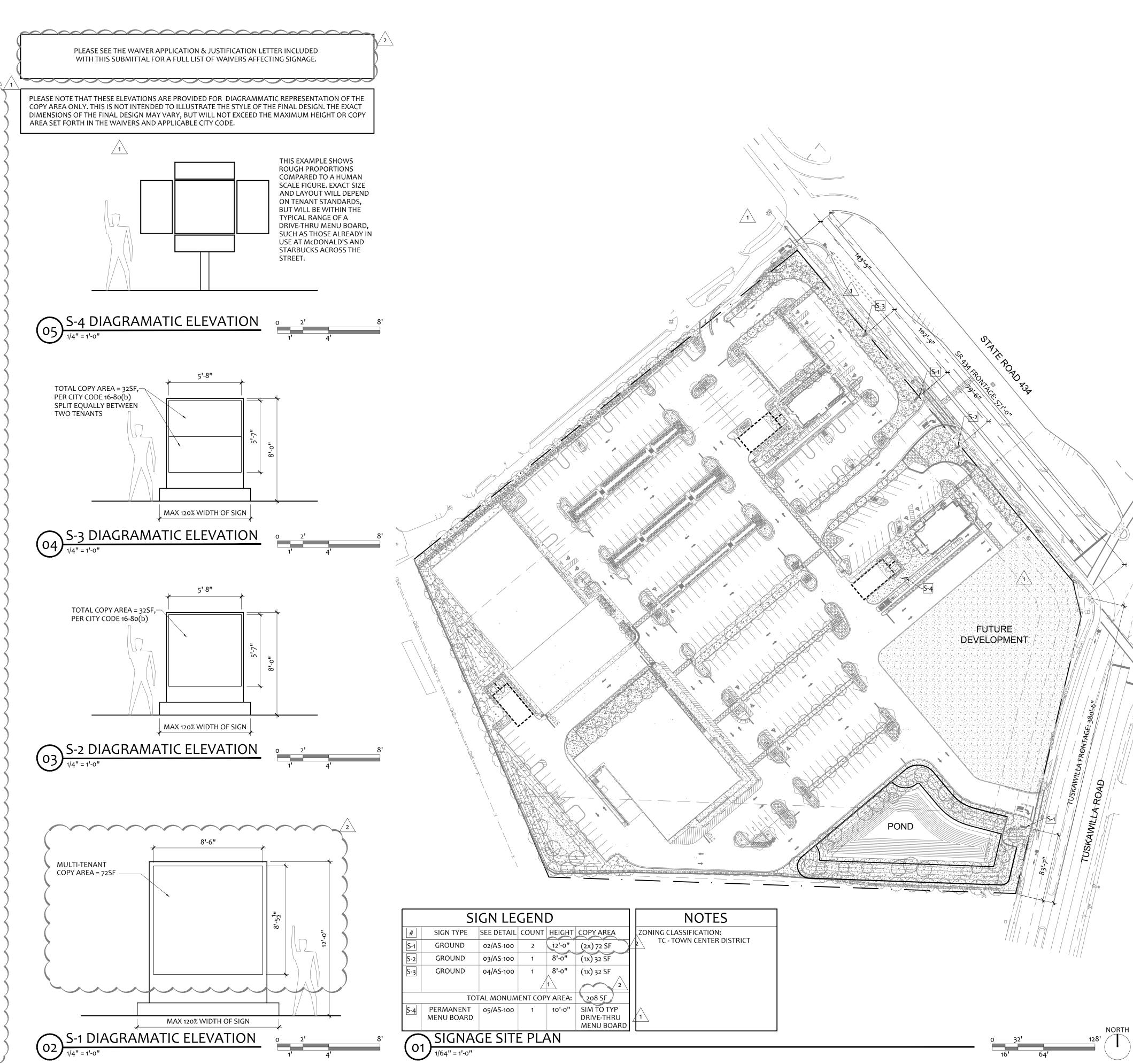
©2016 Duke Energy Corporation 162867 10/16

Light Fixture Information **Light Fixture Information** 

Designer Christopher Cordell Date January 04, 2021 Scale N.T.S. Drawing No. SLC-02

2 of 2

**PRELIMINARY** 



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15 JAN 2021

is prohibited by Law.

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FL. REG.#AR0091738

ELEVEN

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PROJECT NAME:

WINTER
SPRINGS
MARKETPLACE
RETAIL

S.R. 434 & Tuskawilla Road Winter Springs, FL 32708

ELEVEN18 PROJECT LEAD: Kim McCann 407-745-5300 kmccann@eleven18architecture.com

PROJECT TEAM:
Maria Lopez
407-745-5300 Ext. 106
mlopez@eleven18architecture.com

REVISIONS									
#	DATE	DESC.							
1	11/06/20	MSP SUBMITTAL							
1	12/18/20	REV1							
2	01/15/21	REV2							

AS-100

# WINTER SPRINGS MARKET PLACE WINTER SPRINGS TOWN CENTER 434 TUSKAWILLA RD. WINTER SPRINGS, FL

# 18" WIDE EXTRI WITH 2" RETAIN CABINET FINISH ID CABINET FAC WHITE PAN FOR APPLIED VINYL ID CABINET TO LLUMINATION FABRICATED AI EMBELLISHMEN ANGLE FRAME WITH SATIN EN COLORS AS INI

Z3'-1"

# **MONUMENT SIGN S-1 A**

18" WIDE EXTRUDED ALUMINUM CABINET
WITH 2" RETAINER SYSTEM
CABINET FINISHED IN SATIN ACRYLIC ENAMEL
ID CABINET FACES TO BE 3/16" THICK TRANSLUCENT
WHITE PAN FORMED ACYRLIC WITH OUTSIDE SURFACE
APPLIED VINYL DECORATION
ID CABINET TO HAVE INTERNAL WHITE "L.E.D."
I I LIMINATION

FABRICATED ALUMINUM CAP, POLE COVER AND EMBELLISHMENTS TO HAVE INTERNAL ALUMINUM ANGLE FRAME CONSTRUCTION WITH SATIN ENAMEL AND LT. SPRAY STUCCO FINISHES COLORS AS INDICATED

SIGN INSTALLED ON SINGLE VERTICAL STEEL SUPPORT POLE WITH DIRECT BURIAL CONCRETE FOUNDATION

DISCONNECT JUNCTION BOX ON SIDE OF POLE COVER

BRICK / STONE VENEER BY OTHERS

INTERNALLY ILLUMINATED DOUBLE SIDED FREESTANDING SIGN

434

SCALE 1/4" = 1'-0"





# FREESTANDING SIGN COLOR SCHEDULE:

## EXTERIOR METAL SURFACES



P-1/M-3 SHERWIN WILLIAMS TO MATCH PAC CLAD SLATE GRAY



P-2 SHERWIN WILLIAMS SW9166 DRIFT OF MIST



M-1 STANDING SEAM ROOF

M-2 PAC CLAD OR EQ. MEDIUM BRONZE

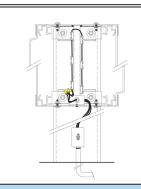
M-4 MAPES TWO COAT NIGHT HORIZON BLUE

FP-1 SHERWIN WILLIAMS SW6253 OLYMPUS WHITE

## FACE DECORATION



ID SECTION DIGITALLY PRINTED





Celebrating 53 years of Quality Manufacturing and Service

ORIGINAL DESIGN NO. 00000

# ART-KRAFT SIGN COMPANY, INC.

ART-KRAFT SIGN COMPANY IS NOT RESPONSIBL FOR PRIMARY ELECTRICAL HOOK-UP OF SIGN

CUSTOMER WINTER SPRINGS MARKET PLACE

DESIGN NO. 40020 A

REVISION

CUSTOMER APPROVAL

DATE

SALES REP. ROBERT H.

DESIGNER WAYNE

SCALE 3/8" = 1'-0"

DATE 1 - 15 - 21

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174

WINTER SPRINGS MARKET PLACE WINTER SPRINGS TOWN CENTER 434 TUSKAWILLA RD. WINTER SPRINGS, FL

# **MONUMENT SIGN S-2**

18" WIDE EXTRUDED ALUMINUM CABINET WITH 2" RETAINER SYSTEM CABINET FINISHED IN SATIN ACRYLIC ENAMEL ID CABINET FACES TO BE 3/16" THICK TRANSLUCENT WHITE PAN FORMED ACYRLIC WITH OUTSIDE SURFACE APPLIED VINYL DECORATION ID CABINET TO HAVE INTERNAL WHITE "L.E.D." LLUMINATION

FABRICATED ALUMINUM CAP. POLE COVER AND EMBELLISHMENTS TO HAVE INTERNAL ALUMINUM ANGLE FRAME CONSTRUCTION WITH SATIN ENAMEL AND LT. SPRAY STUCCO FINISHES COLORS AS INDICATED

SIGN INSTALLED ON SINGLE VERTICAL STEEL SUPPORT POLE WITH DIRECT BURIAL CONCRETE **FOUNDATION** 

DISCONNECT JUNCTION BOX ON SIDE OF POLE COVER

BRICK / STONE VENEER BY OTHERS

5'-7" 434

INTERNALLY ILLUMINATED DOUBLE SIDED FREESTANDING SIGN

SCALE 1/4" = 1'-0"





# FREESTANDING SIGN **COLOR SCHEDULE:**

EXTERIOR METAL SURFACES



TO MATCH PAC CLAD SLATE GRAY

P-2 SHERWIN WILLIAMS SW9166 DRIFT OF MIST

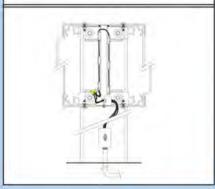
M-1 STANDING SEAM ROOF

M-2 PAC CLAD OR EQ. MEDIUM BRONZE

M-4 MAPES TWO COAT NIGHT HORIZON BLUE

SW6253 OLYMPUS WHITE

**FACE DECORATION** 





Celebrating 52 years of Quality Manufacturing and Service

ORIGINAL DESIGN NO. 00000

# ART-KRAFT SIGN COMPANY, INC.

REVISION CUSTOMER WINTER SPRINGS MARKET PLACE DESIGN NO. 40021 A CUSTOMER APPROVAL DATE DATE 11 - 12 - 20 SALES REP. ROBERT H DESIGNER WAYNE SCALE 3/8" = 1'-0"

www.Art-Kraft.com ArtKraftSig 175 WINTER SPRINGS MARKET PLACE WINTER SPRINGS TOWN CENTER 434 TUSKAWILLA RD. WINTER SPRINGS, FL

# **MONUMENT SIGN S-3**

18" WIDE EXTRUDED ALUMINUM CABINET WITH 2" RETAINER SYSTEM CABINET FINISHED IN SATIN ACRYLIC ENAMEL ID CABINET FACES TO BE 3/16" THICK TRANSLUCENT WHITE PAN FORMED ACYRLIC WITH OUTSIDE SURFACE APPLIED VINYL DECORATION ID CABINET TO HAVE INTERNAL WHITE "L.E.D." LLUMINATION

FABRICATED ALUMINUM CAP. POLE COVER AND EMBELLISHMENTS TO HAVE INTERNAL ALUMINUM ANGLE FRAME CONSTRUCTION WITH SATIN ENAMEL AND LT. SPRAY STUCCO FINISHES COLORS AS INDICATED

SIGN INSTALLED ON SINGLE VERTICAL STEEL SUPPORT POLE WITH DIRECT BURIAL CONCRETE **FOUNDATION** 

DISCONNECT JUNCTION BOX ON SIDE OF POLE COVER

BRICK / STONE VENEER BY OTHERS

5'-7" 434

INTERNALLY ILLUMINATED DOUBLE SIDED FREESTANDING SIGN

SCALE 1/4" = 1'-0"





# FREESTANDING SIGN COLOR SCHEDULE:

EXTERIOR METAL SURFACES



TO MATCH PAC CLAD SLATE GRAY



P-2 SHERWIN WILLIAMS SW9166 DRIFT OF MIST



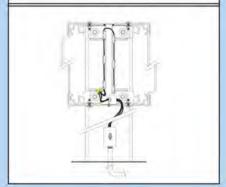
M-1 STANDING SEAM ROOF

M-2 PAC CLAD OR EQ. MEDIUM BRONZE

M-4 MAPES TWO COAT

SW6253 OLYMPUS WHITE

## **FACE DECORATION**





Celebrating 52 years of Quality Manufacturing and Service

ORIGINAL DESIGN NO. 00000

# ART-KRAFT SIGN COMPANY, INC.

www.Art-Kraft.com REVISION CUSTOMER WINTER SPRINGS MARKET PLACE DESIGN NO. 40021 A CUSTOMER APPROVAL DATE DATE 11 - 12 - 20 SALES REP. ROBERT H DESIGNER WAYNE SCALE 3/8" = 1'-0"

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SOUTHEAST 434 FACING

ARCHITECTURE
AWOMEN'S BUSINESS ENT 177

# Ш 4 MARKE

ARCHITECTURE
AWOMEN'S BUSINESS ENT 178

TUSKAWILLA FACING NORTH



December 21, 2020

Mr. Kevin Maddox, City Arborist City of Winter Springs Community Development Department 1126 State Road 434 Winter Springs, Florida 32708

Subject: Specimen Tree Removal

Winter Springs Marketplace
Site Plan Case No.: SP2020-0018

Dear Mr. Kevin Maddox,

The tree removal and preservation calculations have been included as part of Sheets L0.50 and L.051 of the Winter Springs Marketplace civil development plans. These calculations depict all the trees, including the specimen trees (trees w/DBHs of 24" or greater), to be removed. As identified by the tree survey and the Specimen Tree Report dated August 19, 2020 by Native Florida Landscapes, LLC, there are 8 specimen trees on site, all of which are Quercus virginiana/live oaks. As noted in the report, one of the specimen trees was identified as significantly decayed and should be downgraded. As a result, 7 viable specimen trees exist on site.

This letter serves as formal request for the City Manager's approval of the proposed specimen tree removal as required by Sec. 5-8 of the City of Winter Springs Code of Ordinances. The removal of these specimen trees is required due to the nutrient removal requirements in which the site is located. The site must be significantly raised in order to utilize the exfiltration treatment proposed in meeting the nutrient removal criteria. The footprint required for each of these systems and the amount the site will be raised will not allow preservation of all the specimen trees. We have made every effort, where practical, to preserve as many specimen trees as possible. Of the 7 viable specimen trees onsite, we have preserved one (1) 38" specimen tree (Tree No. 185). To mitigate the removal of the other 6 specimen trees, we will plant six (6) 10" Quercus virginiana/live oaks.

Tree replacement on-site meets code and these trees will be planted throughout the site perimeter and internal landscaping. 328 trees are being planted for mitigation. The remaining 195 trees being removed will be mitigated by paying into the tree fund per Sec. 5-9 Table 1 of the Winter Springs Code. Sheet L1.00 of the Civil Development plans details the tree mitigation numbers of trees to be planted as replacements along with the resulting balance to be paid into the tree fund.

If you have any further questions, please do not hesitate to contact our office or email me at <u>jonathan.martin@kimley-horn.com</u>.

Sincerely,

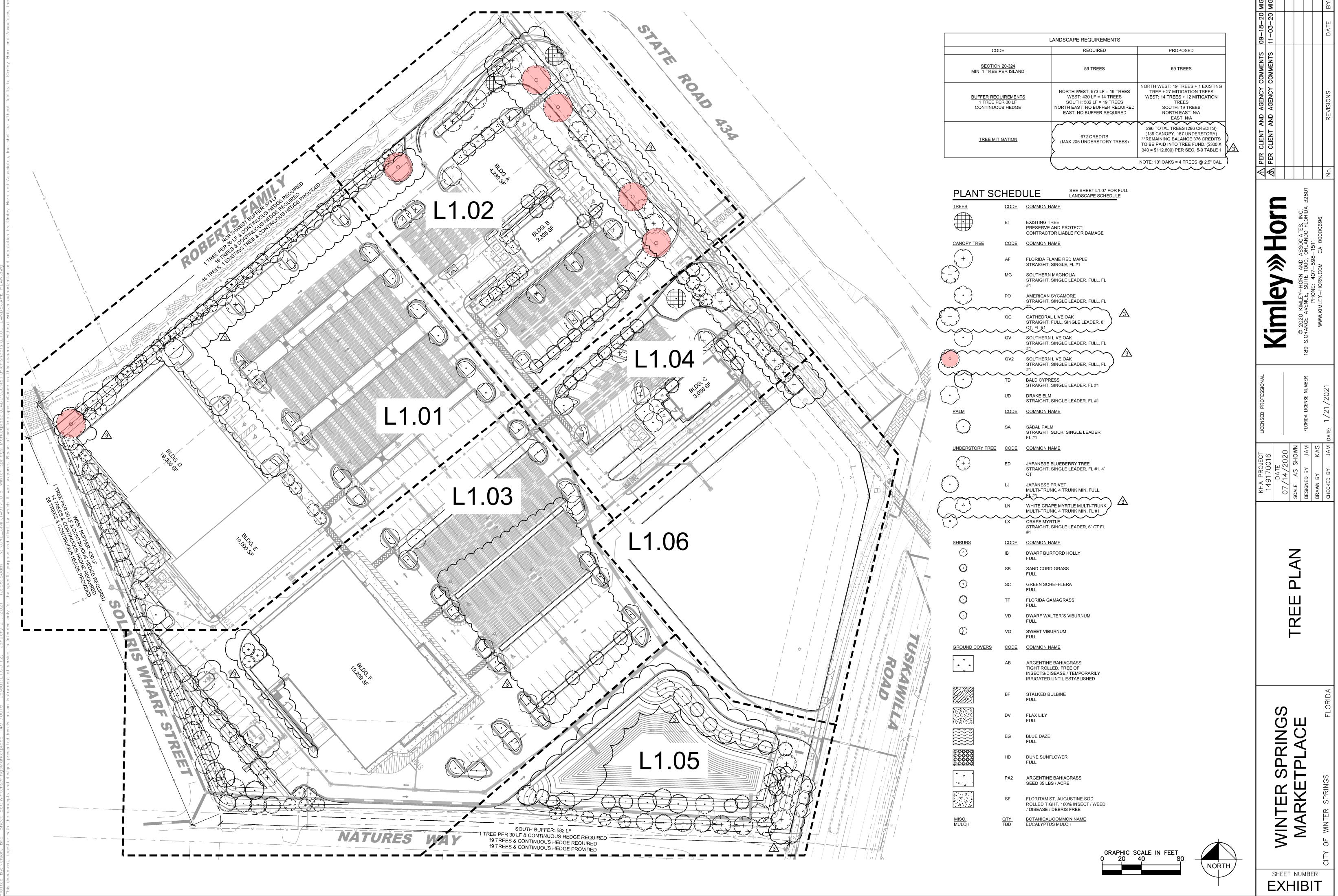
KIMLEY-HORN AND ASSOCIATES, INC.

Jonathan A. Martin

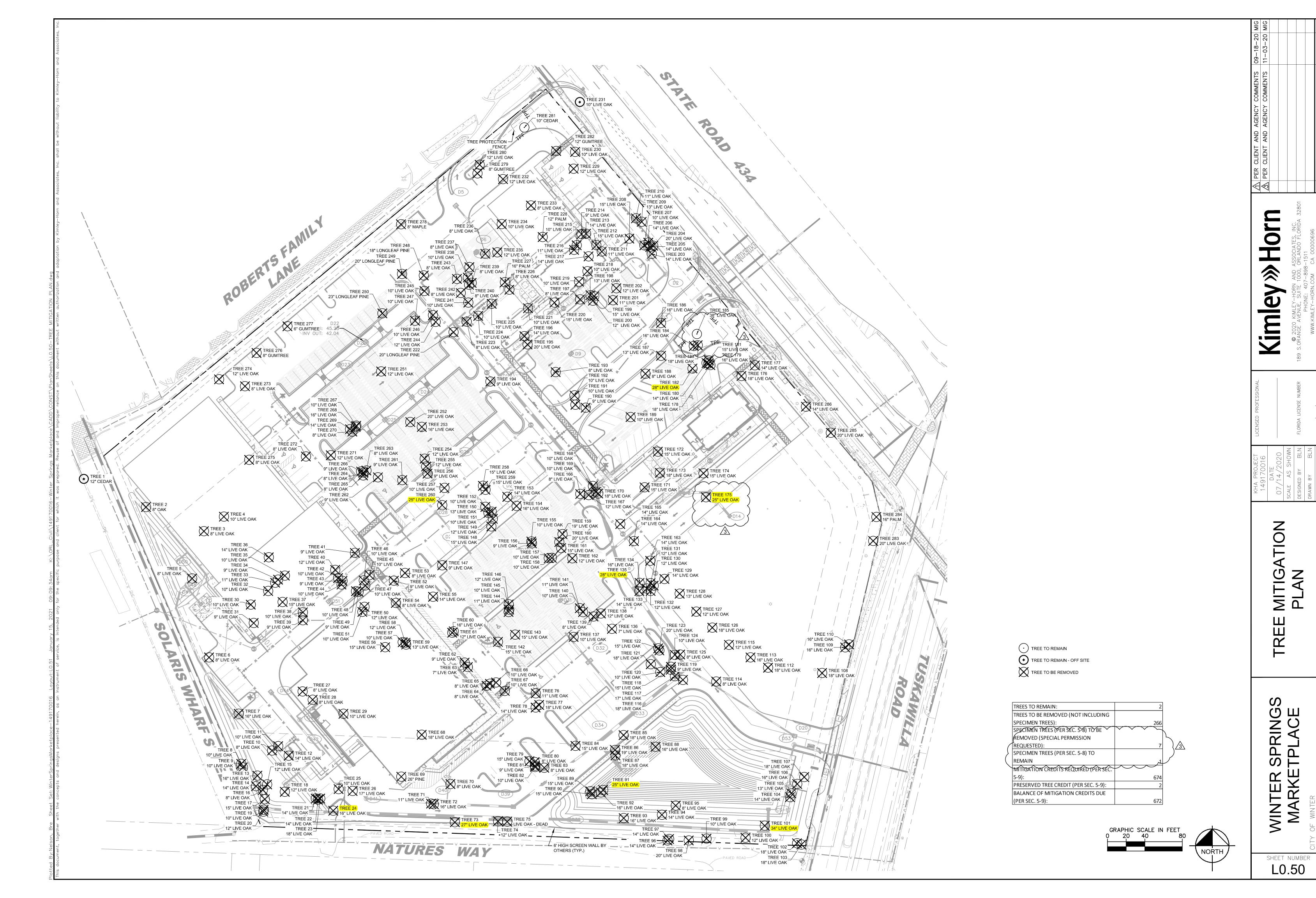
LASA. MA

Principal

 $K:\ORL\_Civil\149170016-Winter\Springs\Marketplace\AGENCY\ PERMITS\Winter\Springs\APPLICATIONS\Waiver\ Aplication\2020-12-03-Specimen\ Tree\ Removal\ Letter.docx$ 



\_\_ 180



## THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE RETURNED TO:

Anthony A. Garganese City Attorney of Winter Springs Garganese, Weiss, D'Agresta & Salzman, P.A. 111 N. Orange Avenue, Suite 2000 Orlando, FL 32802

(407) 425-9566

FOR RECORDING DEPARTMENT USE ONLY

## DEVELOPMENT AND PROPERTY DIVISION AGREEMENT

## Winter Springs Marketplace/Tuscawilla Property Investors

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021, by and between the CITY OF WINTER SPRINGS, a Florida Municipal Corporation ("City"), whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, and TUSCAWILLA PROPERTY INVESTORS, LLC, a Florida Limited Liability Company, whose address is 630 S Maitland Avenue, Suite 100, Maitland, Florida 32751 ("Developer").

## **WITNESSETH:**

**WHEREAS,** Developer is the owner of approximately 8.278 acres, more or less, of real property located southwest of the intersection of SR 434 and Tuskawilla Road, in Winter Springs, Seminole County, Florida, zoned Town Center (T5 Transect), more particularly described herein ("Property"); and

WHEREAS, the Developer is under contract, and intends, to purchase the additional property constituting approximately 1.95 acres, more or less, also located southwest of the intersection of SR 434 and Tuskawilla Road, in Winter Springs, Seminole County, Florida, zoned Town Center (T5 Transect), more particularly described herein, which is currently owned by Anna Ondick, Individually and as a Successor Trustee of the Robbie R. Ondick Revocable Trust dated October 7, 1991, as amended and restated on August 3, 1994 by the First Amendment and Restatement of the Robbie R. Ondick Revocable Trust dated October 7, 1991, as further amended on March 25, 1999 by First Amendment to the First Amendment and Restatement of the Robbie R. Ondick Revocable Trust dated October 7, 1991 ("Trust Property"); and

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 1 of 34 **WHEREAS,** Anna Ondick, as successor trustee of the Trust, also signed the application for the Final Engineering/Site Plan Approval, Aesthetic Plan Approval, Specimen Tree Removal and certain Waivers from the City Code; and

**WHEREAS,** Developer has applied for Final Engineering/Site Plan Approval, Aesthetic Plan Approval for certain buildings on the Property, Specimen Tree Removal, and certain Waivers from the City Code in order to construct a shopping center consisting of five (5) buildings; and

**WHEREAS,** pursuant to Chapter 20 Zoning, Article II, Division 1, Section 20-29.1 of the Winter Springs City Code ("City Code"), a community workshop for the Project was held on May 28, 2020; and

WHEREAS, Section 20-29(c) of the City Code requires that all site plans and waivers shall be binding on the use of the subject property and, further, that as a condition of approval by the City Commission, all development projects requiring a community workshop pursuant to Section 20-29.1 of the City Code shall be required to be memorialized in a binding development agreement; and

**WHEREAS**, this Development Agreement shall be recorded against the Property so that the terms and conditions of approval related to the Project shall run with the land; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties mutually agree as follows:

- **1.0** Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.
- **2.0** <u>Authority.</u> This Agreement is entered into pursuant to the Florida Municipal Home Rule Powers Act.
- 3.0 <u>The Property and Trust Property.</u> The Property subject to this Agreement is legally described in <u>EXHIBIT "A"</u>, attached hereto and fully incorporated herein by this reference ("Property"). The Trust Property described in the Recitals and subject to this Agreement is legally described in <u>EXHIBIT "B"</u>, attached hereto and fully incorporated herein by this reference ("Trust Property").

Developer represents and warrants to the City that it has entered into a written contract ("Purchase Agreement") to purchase the Trust Property and that the Developer intends to expeditiously pursue the completion of the closing on the Trust Property upon the Effective Date of this Agreement. Based on this representation and warranty to the City, Developer further represents and warrants to the City that it can enter into this Agreement with respect to the Trust Property for the limited purposes set forth herein prior to its acquisition of the Trust Property. However, the acquisition of fee title to the Trust Property by the Developer shall be a condition of the City's approval of the Final Engineering Plans/Site Plan and Waivers as applicable to the Trust

Property, except to the extent of clearing, grading, grubbing and seeding of the Trust Property, for which the Developer has provided a Reciprocal Easement Agreement dated November 10, 2020, recorded in Official Records book 9757, Page 1335, Public Records of Seminole County, Florida (the "REA"). The REA specifically authorizes the Developer to perform site preparation for future development of the Trust Property, such as clearing, grading/grubbing and seeding, and such site preparation shall be a condition of this Agreement pursuant to the terms and conditions set forth in Section 4.1(J). Developer shall keep the City fully apprised of the status of said closing and shall faithfully and expeditiously complete the closing no later than one year of the Effective Date of this Agreement. ('Closing Date"). If Developer fails to complete the closing by the Closing Date, approval of the Final Engineering/Site Plan and Waivers as applicable to the Trust Property, except for clearing, grading and seeding, shall be automatically revoked. Specifically, the approval of the engineering for the intended fast food restaurant, including the fast food restaurant building and supporting parking, drive aisles and utilities, shown on "Lot 3" of the "Overall Site Plan", Sheet C4.0 of the Final Engineering Plans ("Fast Food Restaurant Improvements") shall be void, except for clearing, grading and seeding. The parties agree that upon conveyance of the Trust Property to Developer, this Agreement shall automatically bind, and benefit and burden, such Trust Property, and that the definition of "Property" and "Project" herein shall automatically be modified to include the Trust Property, without any further action required by either party. Upon closing of the Trust Property and conveyance to the Developer, the conditional approval of the Final Engineering/Site Plan and Waivers as applicable to the Trust Property and the Fast Food Restaurant Improvements shall become final and binding.

**4.0** <u>Project Description and Requirements; Phasing.</u> Developer shall, at its expense, design, permit and construct a five-building shopping center in a two phases on the Property, for a total of approximately 59,000 square feet of building space, as well as supporting infrastructure, stormwater pond, parking lots, and landscaping.

(Hereinafter the project description and requirements are referred to as the "Project").

The "Overall Site Plan", Sheet C4.0 of the Final Engineering Plans, is attached hereto as **EXHIBIT** "C" for convenience and incorporated herein by this reference. The Developer shall construct the Project in a manner consistent with the approved Final Engineering/Site Plans, Aesthetic Plans, and Waivers that are on file with the City with the following file numbers and consistent with the requirements contained in this Agreement:

File Nos: SP2020-0018 Final Engineering/Site Plans, AE2020-0029 Aesthetic Review, WA2020-0026 Waiver

Phase I of the Project shall consist of all buildings and improvements on the Property and clearing, grading and seeding of the Trust Property; Phase II shall consist of the Fast Food Restaurant Improvements on the Trust Property. Any development of the Future Development Area, located on the Trust Property and as shown on the "Overall Site Plan", Sheet C4.0 of the Final Engineering Plans, shall require an amendment to this Agreement.

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 3 of 34

- **4.1** Specific conditions of approval. Specific conditions of approval for the above-referenced Final Engineering Plans, Aesthetic Plans and Waivers, include the following, which are also addressed in the staff report for the Final Engineering/Site Plans, Aesthetic Plans, and Waivers:
- A. To the extent that the driveway access to SR 434 and the underground chambers for stormwater collection and treatment to service the driveway as shown on the "Overall Site Plan", Sheet C4.0 and the Overall Drainage Plan, Sheet C6.0 of the Final Engineering Plans, are located on the Trust Property, the Developer shall be required to secure easements from the Trust to allow for the construction, installation and maintenance of such facilities prior to issuance of any site clearing or building permits for the Property, if the same have not already been obtained. Except for grading and seeding/grass installation plans and except to the extent adequate easements for the driveway access to SR 434 and the underground chambers for stormwater collection and treatment are secured (if not already obtained), approval of the Final Engineering/Site Plan and Waivers as applicable to the Trust Property shall be contingent upon the Developer acquiring the Trust Property within one year of the Effective Date of this Agreement.
- B. In the event the Developer acquires the Trust Property within one year of the Effective Date of this Agreement, Developer shall extend and install the planned streetscape along the SR 434 and Tuskawilla Road frontage of the Trust Property to match the streetscape planned for the Property. The Trust Property streetscape shall be installed either in conjunction with the Property streetscape or within twelve (12) months following acquisition of the Trust Property (subject to Section 25.0), whichever is later. However, in the event that Developer does not acquire the Trust Property and fails to complete the closing, Developer shall install as much of a matching streetscape as possible within the existing rights-of-way on SR 434 and Tuskawilla Road adjacent to the Trust Property concurrent with the installation of the streetscape on the Property.
- C. In the event the Developer acquires the Trust Property, the Developer shall as soon as possible thereafter demolish the existing pole sign and existing building at the corner of SR 434 and Tuskawilla Road. In any case, the Developer shall use its best faith efforts to secure the authorization from the Trust to remove the existing pole sign and existing building as soon as possible.
- D. A Reciprocal Easement Agreement dated November 10, 2020 has been recorded in Official Records book 9757, Page 1335, Public Records of Seminole County, Florida (the "REA") affecting the Property. Developer is relying upon the REA for master planning common infrastructure between the Property and Trust Property and permitting the Project with the City. Therefore, should the REA terminate and a substantially similar agreement or declaration not be of record providing for the master planning common infrastructure between the Property and the Trust Property, Developer shall be required obtain an amendment to the Final Engineering/Site Plan in order to demonstrate to the City that the Project can standalone on the Property relative to adequate access, parking, utilities, drainage and any other previously shared infrastructure under the REA. Further, should the Property be further divided in any manner not

authorized by Section 28.0 of this Agreement, the City shall require, prior to the approval of the division of land, that the Developer demonstrate adequate access, parking, utilities and drainage including any other easements necessary for common infrastructure on the Property which is not already demonstrated by the REA or substantially similar agreement or declaration of record.

- E. The onsite wastewater collection system required to be constructed for the Project, up to the connection at the City's manhole in Solaris Wharf Street, is to be owned and maintained by the Developer and/or future owners of the Property.
- F. The onsite potable water system required to be constructed for the Project, up to and including the meters at each building, is to be dedicated to the City for ownership and maintenance. A10-foot wide utility non-exclusive easement, centered over the water lines as shown in the Final Engineering Plans, shall be dedicated to the City and an appropriate bill of sale for the potable water system as described herein shall be delivered to the City prior to the issuance of any certificate of occupancy in a form acceptable to the City Attorney, free and clear of all liens. Upon completion and acceptance of the potable water system improvements by the City, the potable water system improvements shall be owned by the City and maintained, repaired and replaced by the City. In addition, the onsite irrigation system shall be connected to the City's reuse system. The onsite irrigation system shall be owned and maintained by the Developer and/or future owners of the Property; provided, however, should any irrigation system and applicable meter be located on any single lot within the Project, then such system may be owned and maintained by the owner or occupant of such lot. The City's meter for the reuse connection shall be located at the right-of-way line in an easement dedicated to the City in a form acceptable to the City Attorney prior to the issuance of any certificate of occupancy.
- G. Developer shall be required to plant at least 296 credits of new replacement trees, which shall include at least six (6) 10" d.b.h Quercus Virginia/Live Oaks to mitigate the removal of six (6) viable specimen trees on the Property. All required tree replacements shall be planted prior to the issuance of any final certificate of occupancy for any building on the Property. Tree replacements and landscaping shall be subject to the obligation of ongoing maintenance and replacement for the first two years following planting, at the Developer's expense, if the City determines, after reasonable inspection, that any tree or landscaping has become severely diseased or damaged to the point that the viability of the tree or landscaping has been significantly compromised. In the event that Developer fails to perform the necessary maintenance, repairs or replacements of any of the trees or landscaping, the City shall have the right, but not obligation, to conduct said maintenance, repairs or replacements and recover the actual cost thereof from the Developer. Prior to exercising that right, the City shall provide the Developer written notice and an explanation of the specific default and at least thirty (30) days in which to cure the default. If Developer fails to cure the default by the end of the cure period, the City may exercise its rights to maintain and replace at any time thereafter.

The Developer shall additionally submit: (1) a \$112,800.00 tree bank mitigation payment for trees that are not possible to replace on the Property; and (2) a Landscape Performance and Maintenance Bond in a form acceptable to the City Attorney ensuring planting and installation of all required

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 5 of 34 trees and landscaping should the Project be abandoned after the Property has been cleared and proper maintenance of the trees for two (2) years after planting. The tree bank mitigation payment and Landscape Performance and Maintenance Bond shall be submitted prior to obtaining the first clearing and grading or building permit, whichever is earlier.

- H. No building in the Project shall exceed a height of three stories.
- I. The City Commission herein imposes certain use restrictions greater than those otherwise specified in the Town Center zoning district to ensure any negative impacts of the commercial development are minimized and to ensure the future development is compatible with the surrounding uses. The following uses shall be permitted on the Property:
  - 1. Alcoholic beverage sales (package)
  - 2. Alcoholic beverage on-premises consumption
  - 3. Art supplies and picture framing shops
  - 4. Artists' (such as painters, sculptures, and craft makers) studios
  - 5. Alterations, Tailoring and Shoe Repair
  - 6. Confectionary and ice cream stores (including outside dining)
  - 7. Dance and music studios
  - 8. Interior decorating and draperies
  - 9. Pet shops and grooming
  - 10. Photographic studios
  - 11. Physical fitness and health clubs
  - 12. Professional and Business Offices including:
    - a. Advertising Agencies
    - b. Bookkeeper
    - c. Dental
    - d. Insurance
    - e. Medical (clinics and laboratories)
    - f. Title Companies
    - g. Travel Agency
  - 13. Restaurants, sidewalk cafes,
  - 14. Retail uses as follows:
    - a. Appliances, sales and service
    - b. Antique and gift shop
    - c. Bakery, including wholesale

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City of Winter Springs and Tuscawilla Property Investors, LLC
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- d. Bridal shop
- e. Bicycle, sales/service
- f. Bookstores, stationery, newsstands
- g. Butcher shop
- h. Carpets, rugs and linoleum
- i. Computers, hardware/software/sales/service
- j. Drug and sundry stores (including General stores, such as Dollar Tree, Family Dollar or Dollar General)
- k. Dry cleaner/ Tailoring shops
- 1. Florist/Gift Shop
- m. Financial institutions, banks, savings/loan (Requires Conditional Use)
- n. Furniture
- o. Grocers, including wholesale
- p. Hardware store
- q. Health food/ Snack shop
- r. Hobby/ craft shop
- s. Jewelry
- t. Office and stationary supplies
- u. Paint store
- v. Quick printers
- w. Rental stores, excluding auto/truck rentals
- x. Sporting goods
- y. Toy stores
- z. Wearing apparel stores

### 15. Salon including nail, hair, and tanning

There shall be no retail sales, manufacturing, or compounding of any products derived from the hemp plant or cannabis plant, including CBD (cannabidiol).

- J. All grass areas on the Property and Trust Property shall use Bahia grass. No St. Augustine grass or grass types with low drought tolerance shall be permitted. In accordance with the REA, the Developer shall elect to clear, grub, and seed/grass the Trust Property and diligently pursue the consent and approval of the Trust to perform such work in conjunction with the clearing, grading and landscaping of the Property.
- K. Dumpster service and trash pickup for the Project is prohibited earlier than 7 a.m. and later than 7 p.m.
- L. Commercial delivery trucks to the grocery, retail stores, and restaurants shall not be permitted to access the Property via Roberts Family Lane.
- M. Project construction shall be limited to Monday-Saturday 7:00 a.m. to 8:00 p.m. Construction shall be prohibited Sundays and on federal holidays.

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 7 of 34

- N. All parking area lighting shall be designed so as not to produce glare on adjacent residential properties. Security lighting shall be provided in areas accessible to the public during nighttime hours, and such lighting shall be on a time-clock or photo-sensor system.
- O. Prior to commencement of construction, the Developer shall submit for the City's approval a plan detailing construction access and employee and contractor parking during construction. Employees and contractors and their equipment, materials and supplies shall not be parked or placed on Roberts Family Lane.
- **5.0 Future Permitting.** The Developer shall be required to obtain Aesthetic Review approval for the remainder of the buildings not included in the Aesthetic Review file referenced above, as well as building permits, as required by the Winter Springs City Code. Developer shall be required to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the Effective Date of this Agreement.
- **6.0** Representations of the Parties. The City and Developer hereby each represent and warrant to the other that it has the power and authority to execute, deliver and perform the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The Developer further agrees and makes the following representations and warranties to the City:
  - A. The Developer is lawfully seized of the Property in fee simple and has full and lawful authority to execute this Agreement and bind the Property as set forth herein.

This Agreement will, when duly executed and delivered by the City and Developer, constitute a legal, valid and binding obligation enforceable against the parties hereto. Upon recording of this Agreement in the Public Records of Seminole County, Florida, the Agreement shall be a binding obligation upon the Property in accordance with the terms and conditions of this Agreement. Developer represents that it has voluntarily and willfully executed this Agreement for purposes of binding himself and the Property to the terms and conditions set forth in this Agreement.

- **7.0** <u>Successors and Assigns</u>. This Agreement shall automatically be binding upon and shall inure to the benefit of the City and Developer and their respective successors and assigns. The terms and conditions of this Agreement similarly shall be binding upon the Property, and shall run with title to the same upon being duly recorded against the Property by the City.
- **8.0** Applicable Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising out of this Agreement shall be in Seminole County, Florida or, for federal court actions, in Orlando, Florida.

- **9.0** <u>Amendments</u>. This Agreement shall not be modified or amended except by written agreement duly executed by both parties hereto (or their successors or assigns) and approved by the City Commission.
- **10.0** Entire Agreement; Exhibits. This Agreement and all attached exhibits hereto supersede any other agreement, oral or written, regarding the Property and contain the entire agreement between the City and Developer as to the subject matter hereof. The Exhibits attached hereto and referenced herein are hereby fully incorporated herein by this reference.
- 11.0 <u>Severability</u>. If any provision of this Agreement shall be held to be invalid or unenforceable to any extent by a court of competent jurisdiction, the same shall not affect in any respect the validity or enforceability of the remainder of this Agreement.
- **12.0** Effective Date. This Agreement shall become effective upon approval by the City Commission and execution of this Agreement by both parties hereto.
- 13.0 <u>Recordation</u>. Upon full execution by the Parties, this Agreement shall be recorded upon the Property in the Public Records of Seminole County, Florida by the City and shall be binding upon the Property and all future owners thereof. At such time the Developer closes on the Trust Property, this Agreement shall also be recorded upon the Trust Property and shall be binding upon the Trust Property and all future owners thereof. The Developer shall be responsible for all recording fees associated with recording this Agreement upon the Property and Trust Property.
- 14.0 <u>Relationship of the Parties</u>. The relationship of the parties to this Agreement is contractual and Developer is an independent contractor and not an agent of the City. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner, which would indicate any such relationship with the other.
- 15.0 Sovereign Immunity. The City intends to avail itself of sovereign immunity and other applicable limitations on City liability whenever deemed applicable by the City. Therefore, notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00).

- **16.0** <u>City's Police Power</u>. Developer agrees and acknowledges that the City hereby reserves all police powers granted to the City by law. In no way shall this Agreement be construed as the City bargaining away or surrendering its police powers.
- **17.0** <u>Interpretation</u>. The parties hereby agree and acknowledge that they have both participated equally in the drafting of this Agreement and no party shall be favored or disfavored regarding the interpretation to this Agreement in the event of a dispute between the parties.
- **18.0** Third-Party Rights. This Agreement is not a third-party beneficiary contract and shall not in any way whatsoever create any rights on behalf of any third party.
- 19.0 <u>Specific Performance</u>. Strict compliance shall be required with each and every provision of this Agreement. The parties agree that failure to perform the obligations provided by this Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.
- **20.0** <u>Attorney's Fees</u>. In connection with any arbitration or litigation arising out of this Agreement, each party shall be responsible for their own attorney's fees and costs.
- 21.0 <u>Development Permits</u>. Nothing herein shall limit the City's authority to grant or deny any development permit applications or requests subsequent to the effective date of this Agreement in accordance with the criteria of the City Code and the requirements of this Agreement. The failure of this Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relieve Developer or the City of the necessity of complying with the law governing said permitting requirement, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend or terminate any and all certificates of occupancy for any building, trailer, structure or unit if Developer is in breach of any term and condition of this Agreement.
- **22.0 Default.** Failure by either party to perform each and every one of its obligations hereunder shall constitute a default, entitling the non-defaulting party to pursue whatever remedies are available to it under Florida law or equity including, without limitation, termination of this Agreement, an action for specific performance, and/or injunctive relief. Prior to any party filing any action as a result of a default under this Agreement, the non-defaulting party shall first provide the defaulting party with written notice of said default. Upon receipt of said notice, the defaulting party shall be provided a thirty (30) day opportunity in which to cure the default to the reasonable satisfaction of the non-defaulting party prior to filing said action.
- **23.0** Termination. The City shall have the unconditional right, but not obligation, to terminate this Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence vertical construction of buildings, which shall at minimum include building foundations, for the Project within two (2) years of the Effective Date of this Agreement. The Developer may apply to the City Commission for an extension of this Agreement, which may be granted upon good cause shown. In addition, the City shall have the right, but not obligation,

to terminate the Agreement if Developer permanently abandons construction of the Project, provided, however, the City shall first deliver written notice and an opportunity to cure to the defaulting party as set forth in Section 22.0 above. If the City terminates this Agreement, the City shall record a notice of termination against the Property in the public records of Seminole County, Florida.

- **24.0** Indemnification and Hold Harmless. Developer shall be solely responsible for designing, permitting, constructing, operating and maintaining this Project. As such, Developer hereby agrees to indemnify, release, and hold harmless the City and its commissioners, employees and attorneys from and against all claims, losses, damages, personal injuries (including, but not limited to, death), or liability (including reasonable attorney's fees and costs through all appellate proceedings), directly or indirectly arising from, out of, or caused by Developer and Developer's contractor's and subcontractor's performance of design, permit and construction, and maintenance activities in furtherance of constructing the Project and maintaining the improvements of this Project. This indemnification shall survive the termination of this Agreement.
- **25.0** Force Majeure. The parties agree that in the event that the failure by either party to accomplish any action required hereunder within a specified time period ("Time Period") constitutes a default under the terms of this Agreement and, if any such failure is due to any unforeseeable or unpredictable event or condition beyond the control of such party, including, but not limited to, acts of God, acts of government authority (other than, as applicable to the City, the City's own acts), acts of public enemy or war, riots, civil disturbances, power failure, shortages of labor or materials, injunction or other court proceedings beyond the control of such party, or severe adverse weather conditions ("Uncontrollable Event"), then, notwithstanding any provision of this Agreement to the contrary, that failure shall not constitute a default under this Agreement and any Time Period proscribed hereunder shall be extended by the amount of time that such party was unable to perform solely due to the Uncontrollable Event. The extended time period shall be agreed to in writing by the parties and said agreement shall not be unreasonably withheld by either party.
- **26.** Notice. Whenever either party desires to give notice to the other, notice shall be sent by hand delivery or certified mail, return receipt requested, and shall be sent to:

## For the City:

Shawn Boyle, City Manager City of Winter Springs 1126 East S.R. 434 Winter Springs, Florida 32708

With additional notice to:

Anthony A. Garganese, City Attorney

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 11 of 34 Garganese, Weiss, D'Agresta & Salzman, P.A. 111 N. Orange Avenue, Suite 2000 Orlando, FL 32802

## For Developer:

Ryan Stahl Tuscawilla Property Investors, LLC 630 S. Maitland Avenue, Suite 100 Maitland, FL 32751

With additional notice to:

Nicole Latham Carolan, Esq. Winderweedle, Haines, Ward & Woodman, P.A. 329 Park Avenue North, Second Floor Winter Park, FL 32789

Either party may freely modify their respective contact person and address contained in this Paragraph by providing written notice of the modification to the other party. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; and if mailed, on the third business day after mailing.

- 27.0 <u>Assignment.</u> Prior to recording this Agreement upon the Property, Developer shall not assign this Agreement without the prior written consent of the City. Such assignment shall also require the written approval of the City by amendment to this Agreement, which shall not require a public hearing and shall not be unreasonably withheld. Any assignment authorized by this subparagraph shall require the assignee to be a formal signatory to this Agreement and fully assume all of Developer's obligations, commitments, representations, and warranties under this Agreement. In any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.
- **28.0 Division of Land.** Pursuant to Section 9-14 of the City Code and in order to facilitate the implementation of the Town Center master plan, the Property and Trust Property, currently consisting for four (4) platted parcels and legally described in **Exhibits A and B**, shall upon the Effective Date and recordation of this Agreement be reconfigured and divided into only two (2) resulting parcels ("Resulting Parcels") in accordance with this recorded Agreement. Each parcel is consistent with the descriptions of the Property and Trust Property, respectively. A depiction and legal description of these new Resulting Parcels is provided in **Exhibit D**, incorporated herein by this reference.

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 12 of 34 Furthermore, upon the completion of the closing and Developer's acquisition of the Trust Property, the Trust Property shall further be divided into two (2) resulting Trust Property parcels ("Resulting Trust Property Parcels") in accordance with this recorded Agreement, for a total of three (3) parcels overall. A depiction and legal description of each Resulting Trust Property Parcel is provided in **Exhibit E**, incorporated herein by this reference.

Hereinafter, the Resulting Parcels and, upon the closing, the Resulting Trust Property Parcels will each be recognized by the City as developable lots under this Agreement for future permitting with the City. Any future divisions or reconfigurations of the Property or Trust Property shall be completed in accordance with the procedures provided in the Winter Springs City Code. Developer acknowledges that should Developer divide or reconfigure the Resulting Parcels or the Resulting Trust Property Parcels in the future without first obtaining the City's approval, all future permitting shall be subject to immediate suspension by the City for the affected Parcel(s).



**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seal on the date first above written.

## **CITY OF WINTER SPRINGS**

	By:Charles Lacey, Mayor
	Date:
ATTEST:	
By: Christian Gowan, City Clerk	
	APPROVED AS TO FORM AND LEGALITY For the use and reliance of the City of Winter Springs, Florida only.
CITY SEAL	Date: By: Anthony A. Garganese, City Attorney for the City of Winter Springs, Florida
STATE OF <u>FLORIDA</u> COUNTY OF <u>SEMINOLE</u>	
presence or () online notarization, the Mayor of the City of Winter Springs, F	acknowledged before me by means of () physical
(NOTARY SEAL)	(Notary Public Signature)
	(Print Name)  Notary Public, State of  Commission No.:

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 14 of 34

Signed, sealed and delivered in the presence of the following witnesses:	TUSCAWILLA PROPERTY INVESTORS, LLC
	By: Ryan Stahl
Signature of Witness	<b>7</b>
Printed Name of Witness	Date:
Signature of Witness	
Printed Name of Witness	
STATE OF	
The foregoing instrument was a presence or () online notarization, this	acknowledged before me by means of () physical s day of, 2021, by Ryan Stahl, the ors, LLC, a limited liability company, on behalf of the or produced
(NOTARY SEAL)	
	(Notary Public Signature)
	(Print Name)
	Notary Public, State of
	Commission No.:
	My Commission Expires:

DEVELOPER IS HEREBY ADVISED THAT SHOULD DEVELOPER FAIL TO FULLY EXECUTE, AND DELIVER TO THE CITY, THIS AGREEMENT WITHIN THIRTY (30) DAYS FROM THE DATE THAT THE CITY COMMISSION APPROVES THIS AGREEMENT, THIS AGREEMENT, AND THE DEVELOPMENT PERMIT APPROVALS REFERENCED HEREUNDER, SHALL AUTOMATICALLY BE DEEMED NULL AND VOID.

DEVELOPMENT AGREEMENT
City of Winter Springs and Tuscawilla Property Investors, LLC
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### **EXHIBIT A**

#### PROPERTY LEGAL DESCRIPTION

## SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 2-3

#### DESCRIPTION:

That part of Lots 7 through 9, JOE E. JOHNSTON'S SURVEY, recorded in Deed Book 147, Page 221, Public Records of Seminole County, Florida, and also being that part of Lot 8 Block A, and that part of the unplatted part of Block B of D. R. Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, and also that part of the vacated Street as set forth in Resolution recorded in Official Records Book 2972, Page 373 more particularly described as follows:

Beginning at the Northeast corner of Jesup's Reserve Townhomes Replat, according to the plat thereof as recorded in Plat Book 71, Pages 86 through 93, Public Records of Seminole County, Florida; thence run S39'45'03"E along the Southwesterly right of way line of State Road No. 434 per Official Records Book 2803, Page 1023, and Official Records Book 2831, Page 1024, Public Records of Seminole County, Florida, a distance of 291.90 feet to a point on non-tangent curve concave to the Southeast, having a radius of 33.00 feet; thence from a radial bearing of S07'02'32"E run Southwesterly along the arc of said curve through a central angle of 33'15'17", an arc distance of 19.15 feet, having a chord bearing of S66'19'49"W and a chord distance of 18.89 feet to a point of compound curvature of a curve concave to the Southeast, having a radius of 198.08 feet; thence run Southwesterly along the arc of said curve through a central angle of 12'15'18", an arc distance of 42.37 feet, having a chord bearing of \$43'34'32"W and a chord distance of 42.29 feet to a point of reverse curvature of a curve concave to the Northwest, having a radius of 26.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 12'28'04", an arc distance of 49.18 feet, having a chord bearing of \$43'40'55"W and a chord distance of 49.08 feet; thence run \$49'54'57"W, a distance of 70.78 feet to the beginning of a curve concave to the Southeast, having a radius of 48.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 36'52'12", an arc distance of 30.89 feet, having a chord bearing of Said'28'5"W and a chord distance of 30.36 feet; thence run \$508'51'00"W, a distance of 98.53 feet to a point of reverse curvature of a curve concave to the Northeast, having a radius of 15.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 42'10'04", an arc distance of 95.68 feet, having a chord bearing of \$509'25'5" and a chord distance of 15.00 feet; thence run Southeas

Contains 360,607 square feet or 8.278 acres, more or less.

James R Digitally signed by James R Shannon Date: 2020.11.04 13:44:44-05'00'

JAMES R. SHANNON UR., P.L.S. #4671 NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774-8372 LB # 6898

DEVELOPMENT AGREEMENT
City of Winter Springs and Tuscawilla Property Investors, LLC
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## SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 1 & 3

LINE TABLE						
LINE	BEARING	LENGTH				
L1	S49*54'57"W	70.78				
L2	S08'51'00"W	8.99'				
L3	S40'09'52"E	62.67				
L4	S40*05'03*E	178.00				
L5	S76'01'50"E	60.93				
L6	S1318'28"W	131.69'				
L7	S13"15'20"E	44.85*				

	CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	RAD. BEARING	CH. BEARING	CHORD	
C1	33.00	33"15'17"	19.15	S07'02'32"E	S6619'49"W	18.89'	
C2	198.08*	1215'18"	42.37	S40"17"50"E	S43'34'32"W	42.29'	
C3	226.00'	12"28'04"	49.18	N52'33'07"W	S43'40'55"W	49.08	
C4	48.00"	36*52'12"	30.89	S40'05'03"E	S31"28'51"W	30.36	
C5	130.00	4210'04"	95.68'	S49'50'08"W	S19'04'50"E	93.53'	
C6	15.00	42'05'15"	11.02'	S87*59'48"E	S19*02'26"E	10.77	
C7	20.00"	35*56'47"	12.55	N49'54'57"E	S58'03'27"E	12.34	
C8	24.33	30*50'10"	13.09	N13'58'10"E	N88*33'05"E	12.94	
C9	2.00'	59*49'28"	2.09	N16'52'01"W	N43"13'15"E	1.99'	

#### SURVEYORS NOTES

- Bearings based on the Southwest right of way line of State Road No. 434 as being S39\*45'03"E.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J—17.05 requirements.
- 3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.

SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898 DATE OF SURVEY: 10/28/2020

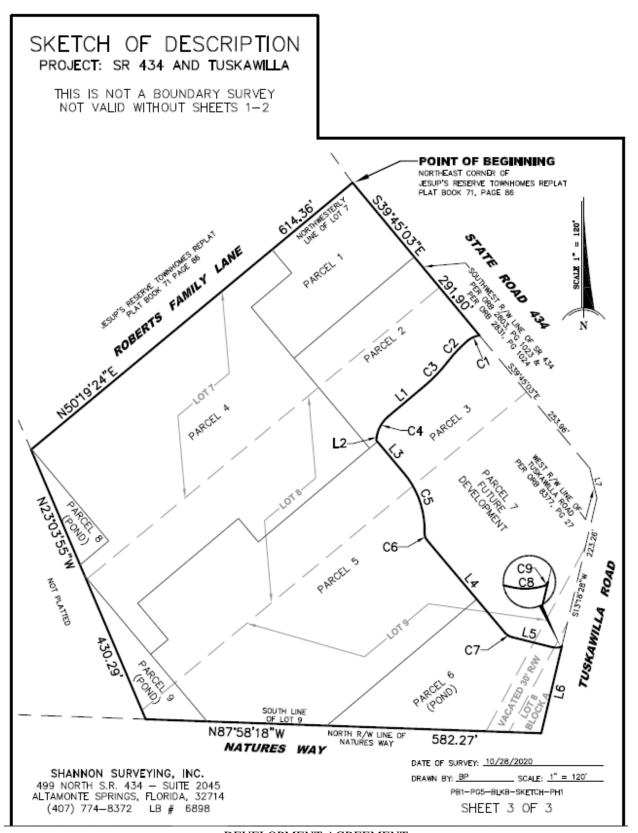
DRAWN BY: BP SCALE: 1" = 120'

PB1-PG5-BLKB-SKETCH-PH1

SHEET 2 OF 3

### DEVELOPMENT AGREEMENT

City of Winter Springs and Tuscawilla Property Investors, LLC Page 17 of 34



DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 18 of 34

## **EXHIBIT B**

#### TRUST PROPERTY

## SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 2-3

#### DESCRIPTION:

That part of Lots 8 through 9, JOE E. JOHNSTON'S SURVEY, recorded in Deed Book 147, Page 221, Public Records of Seminole County, Florida, and also being that part of Lot 8 Block A, and that part of the unplatted part of Block B of D. R. Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, and also that part of the vacated Street as set forth in Resolution recorded in Official Records Book 2972, Page 373 more particularly described as follows:

Commence at the Northeast corner of Jesup's Reserve Townhomes Replat, according to the plat thereof as recorded in Plat Book 71, Pages 86 through 93, Public Records of Seminole County, Florida; thence run S3945'03"E along the Southwesterly right of way line of State Road No. 434 per Official Records Book 2803, Page 1023, and Official Records Book 2813, Page 1024, Public Records of Seminole County, Florida, a distance of 291.90 feet for a Point of Beginning and a point on a non-tangent curve concave to the Southeast, having a radius of 33.00 feet; thence from a radial bearing of S0702'32"E run Southwesterly along the arc of said curve through a central angle of 33'15'17", an arc distance of 19.15 feet, having a chord bearing of S66'19'49"W and a chord distance of 18.89 feet to a point of compound curvature of a curve concave to the Southeast, having a radius of 198.08 feet; thence run Southwesterly along the arc of said curve through a central angle of 12'15'18", an arc distance of 42.27 feet, having a chord bearing of \$43'34'32"W and a chord distance of 42.29 feet to a point of reverse curvature of a curve concave to the Northwest, having a radius of 26.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 12'28'04", an arc distance of 49.18 feet, having a chord bearing of \$43'40'55"W and a chord distance of 49.08 feet; thence run \$49'54'57"W, a distance of 70.78 feet to the beginning of a curve concave to the Southeast, having a radius of 48.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 36'52'12", an arc distance of 30.89 feet, having a chord bearing of \$10'04", an arc distance of 59.68 feet, having a chord bearing of \$10'04" on arc distance of 62.67 feet to the beginning of a curve concave to the Northwest, having a radius of 10.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 42'20'04", an arc distance of 10'04", an arc distance of 10'04", an arc distance of 10'04", an arc distance of 10'04",

Contains 84,951 square feet or 1.950 acres, more or less.

James R Digitally signed by James R Shannon Date: 2020.11.04

JAMES R. SHANNON JR., P.L.S. #4671 NOT VALID MITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898

DATE OF SURVEY: 10/28/2020

DRAWN BY: BP SCALE: 1" = 120"

PB1-PG5-BLKB-SKETCH-PH2

SHEET 1 OF 3

DEVELOPMENT AGREEMENT
City of Winter Springs and Tuscawilla Property Investors, LLC
Page 19 of 34

# SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 1 & 3

LINE TABLE						
LINE	BEARING	LENGTH				
L1	S49*54'57"W	70.78				
L2	S08'51'00"W	8.99'				
L3	S40'09'52"E	62.67				
L4	S40°05'03"E	178.00'				
L5	S76'01'50"E	60.93'				
L6	N13"15'20"W	44.85				
L7	S13"18'28"W	131.69				

	CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	RAD. BEARING	CH. BEARING	CHORD	
C1	33.00	3315'17"	19.15	S07'02'32"E	S6619'49"W	18.89'	
C2	198.08	1215'18"	42.37	S40"17'50"E	S43'34'32"W	42.29'	
C3	226.00'	12"28'04"	49.18	N52'33'07"W	S43'40'55"W	49.08'	
C4	48.00"	36*52'12"	30.89	S40'05'03"E	S31"28'51"W	30.36	
C5	130.00	4210'04"	95.68	S49'50'08"W	S19'04'50"E	93.53'	
C6	15.00	42'05'15"	11.02	S87'59'48"E	S19"02'26"E	10.77	
C7	20.00'	35'56'47"	12.55	N49'54'57"E	S58'03'27"E	12.34	
C8	24.33'	30*50'10"	13.09'	N13'58'10"E	N88*33'05"E	12.94	
C9	2.00'	59*49*28"	2.09	N16'52'01"W	N43*13*15*E	1.99	

#### SURVEYORS NOTES

- Bearings based on the Southwest right of way line of State Road No. 434 as being S39\*45'03"E.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J—17.05 requirements.
- 3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.

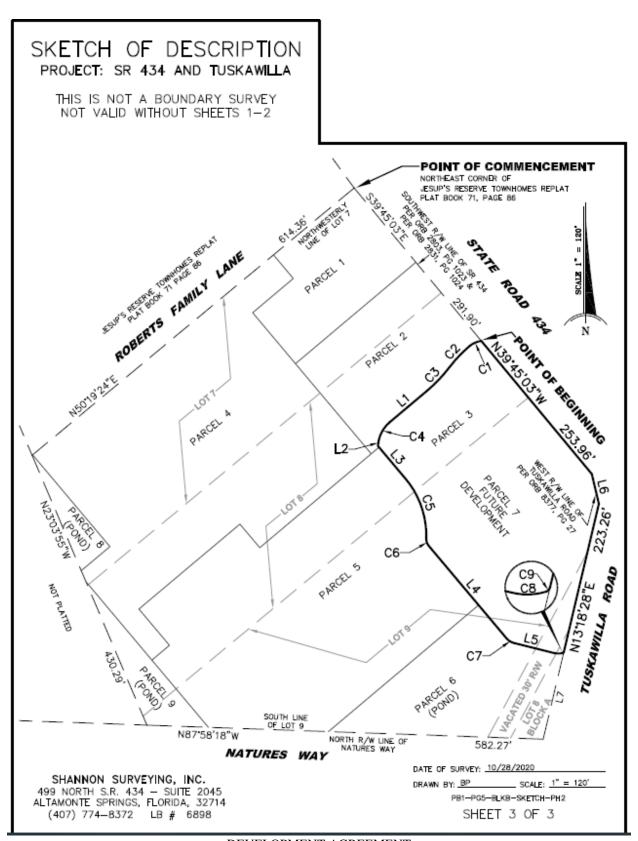
SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898 DATE OF SURVEY: 10/28/2020

DRAWN BY: BP SCALE: 1" = 120'

PB1-PG5-BLKB-SKETCH-PH2

SHEET 2 OF 3

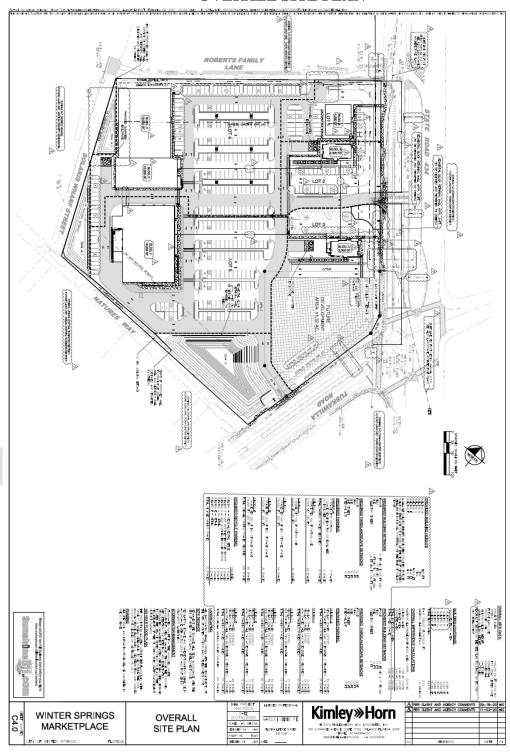
DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 20 of 34



DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 21 of 34

## **EXHIBIT C**

## OVERALL SITE PLAN



DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 22 of 34

#### **EXHIBIT D**

#### RESULTING PARCELS

**Resulting Parcel #1** 

## SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 2-3

#### DESCRIPTION:

That part of Lots 7 through 9, JOE E. JOHNSTON'S SURVEY, recorded in Deed Book 147, Page 221, Public Records of Seminole County, Florida, and also being that part of Lot 8 Block A, and that part of the unplatted part of Block B of D. R. Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, and also that part of the vacated Street as set forth in Resolution recorded in Official Records Book 2972, Page 373 more particularly described as follows:

vacated Street as set forth in Resolution recorded in Official Records Book 2972, Page 373 more particularly described as follows:

Beginning at the Northeast corner of Jesup's Reserve Townhomes Replat, according to the plat thereof as recorded in Plat Book 71, Pages 86 through 93, Public Records of Seminole County, Florida; thence run \$3945/0372 clang the Southwesterly right of way line of State Road No. 434 profficial Records Book 2803, Page 1023, and Official Records Book 2831, Page 1024, Public Records of Seminole County, Florida, a distance of 291.90 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 33.00 feet; thence from a radial bearing of \$50702\*32\*E run Southwesterly along the arc of said curve through a central angle of 3315\*17\*, an arc distance of 19.15 feet, having a chord bearing of \$685\*19\*49\*W and a chord distance of 18.89 feet to a point of compound curvature of a curve concave to the Southeast, having a chord distance of 198.08 feet; thence run Southwesterly along the arc of said curve through a central angle of 1215\*18\*, and arc distance of 42.23 feet to a point of reverse curvature of a curve concave to the Northwest, having a radius of 228.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 49.18 feet; having a chord bearing of \$43\*40\*55\*W and a chord distance of 49.08 feet; thence run \$49\*54\*55\*W, a distance of 70.78 feet to the beginning of a curve concave to the Southeast, having a radius of 48.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 30.36 feet; thence run \$40\*09\*52\*E, a distance of 50.35\*21\*2\*, an arc distance of 30.89 feet, having a chord bearing of \$31\*28\*51\*W and a chord distance of said curve through a central angle of 42\*10\*04\*\*, an arc distance of 62.67 feet to the beginning of a curve concave to the Northeast, having a radius of 15.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 42\*10\*04\*\*, an arc distance of 17.00 feet, N50°19'24"E along the Northwesterly line of said Lot 7, a distance of 614.36 feet to the Point of Beginning;

Contains 360,607 square feet or 8.278 acres, more or less.

Digitally signed by James R James R Shannon Shannon Date: 2020.11.04

JAMES R. SHANNON JR., P.L.S. #4671 NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC. 499 NORTH S.R. 434 - SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774-8372 LB # 6898

DATE OF SURVEY: 10/28/2020 DRAWN BY: BP SCALE: 1" = 120" PB1-PG5-BLKB-SKETCH-PH1 SHEET 1 OF 3

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 23 of 34

## SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 1 & 3

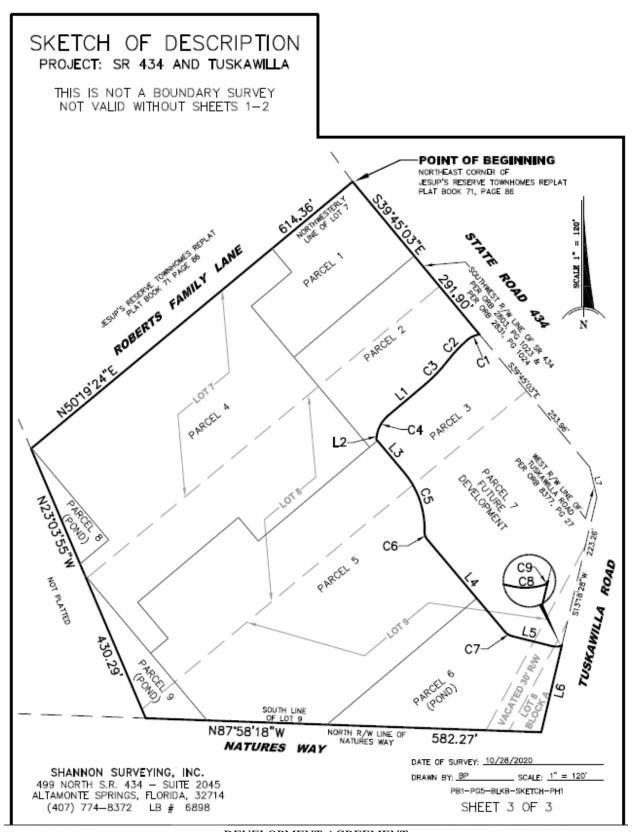
LINE TABLE						
LINE	BEARING	LENGTH				
L1	S49*54'57"W	70.78				
L2	S08'51'00"W	8.99'				
L3	S40'09'52"E	62.67				
L4	S40*05'03"E	178.00				
L5	S76*01'50"E	60.93'				
L6	S1318'28"W	131.69'				
L7	S13"15'20"E	44.85				

	CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	RAD. BEARING	CH. BEARING	CHORD	
C1	33.00"	33"15'17"	19.15	S07'02'32"E	S6619'49"W	18.89'	
C2	198.08	1215'18"	42.37	S40"17"50"E	S43'34'32"W	42.29'	
C3	226.00	12"28'04"	49.18	N52'33'07"W	S43'40'55"W	49.08	
C4	48.00"	36*52'12"	30.89	S40'05'03"E	S31"28'51"W	30.36	
C5	130.00	4210'04"	95.68'	S49'50'08"W	S19'04'50"E	93.53	
C6	15.00'	42'05'15"	11.02'	S87'59'48"E	S19*02'26"E	10.77	
C7	20.00"	35'56'47"	12.55	N49*54'57"E	S58'03'27"E	12.34	
C8	24.33	30*50'10"	13.09	N13'58'10"E	N88*33'05"E	12.94	
C9	2.00'	59'49'28"	2.09	N16'52'01"W	N43"13"15"E	1.99'	

#### SURVEYORS NOTES

- 1. Bearings based on the Southwest right of way line of State Road No. 434 as being S39\*45'03"E.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J—17.05 requirements.
- 3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.

SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898 DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 24 of 34



DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 25 of 34

## **Resulting Parcel #2**

## SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 2-3

#### DESCRIPTION:

That part of Lots 8 through 9, JOE E. JOHNSTON'S SURVEY, recorded in Deed Book 147, Page 221, Public Records of Seminole County, Florida, and also being that part of Lot 8 Block A, and that part of the unplatted part of Block B of D. R. Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, and also that part of the vacated Street as set forth in Resolution recorded in Official Records Book 2972, Page 373 more particularly described as follows:

Commence at the Northeast corner of Jesup's Reserve Townhomes Replat, according to the plat thereof as recorded in Plat Book 71, Pages 86 through 93, Public Records of Seminole County, Florida; thence run S39'45'03"E along the Southwesterly right of way line of State Road No. 434 per Official Records Book 2803, Page 1023, and Official Records Book 2831, Page 1024, Public Records of Seminole County, Florida, a distance of 291.90 feet for a Point of Beginning and a point on a non-tangent curve concave to the Southwest, having a radius of 33.00 feet; thence from a radial bearing of S07'02'32"E run Southwesterly along the arc of said curve through a central angle of 33'15'17", an arc distance of 19.15 feet, having a chord bearing of S66'19'49" and a chord distance of 18.89 feet to a point of compound curvature of a curve concave to the Southeast, having a radius of 198.08 feet; thence run Southwesterly along the arc of said curve through a central angle of 12'15'18", an arc distance of 42.37 feet, having a chord bearing of \$43'34'32"W and a chord distance of 42.29 feet to a point of reverse curvature of a curve concave to the Northwest, having a radius of 226.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 12'28'04", an arc distance of 49.08 feet; thence run S49'54'57"W, a distance of 70.78 feet to the beginning of a curve concave to the Southeast, having a radius of 48.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 36'52'12", an arc distance of 30.36 feet; having a chord bearing of \$31'20''W, a distance of 8.99 feet; thence run \$40'09'52"E, a distance of 62.67 feet to the beginning of a curve concave to the Southwesterly along the arc of said curve through a central angle of 42'10'04", an arc distance of 95.68 feet, having a chord bearing of \$19'02'66'E and a chord distance of 10.07 feet; thence run S40'05'05'E, a distance of 62.67 feet to the beginning of a curve concave to the Northeast, having a radius of 20.00 feet; thence run S

Contains 84,951 square feet or 1.950 acres, more or less.

James R Digitally signed by James R Shannon Date: 2020.11.04

JAMES R. SHANNON JR., P.L.S. #4671 NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898

DATE OF SURVEY: 10/28/2020

DRAWN BY: BP SCALE: 1" = 120"

PB1-PG5-BLKB-SKETCH-PH2

SHEET 1 OF 3

DEVELOPMENT AGREEMENT
City of Winter Springs and Tuscawilla Property Investors, LLC
Page 26 of 34

# SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 1 & 3

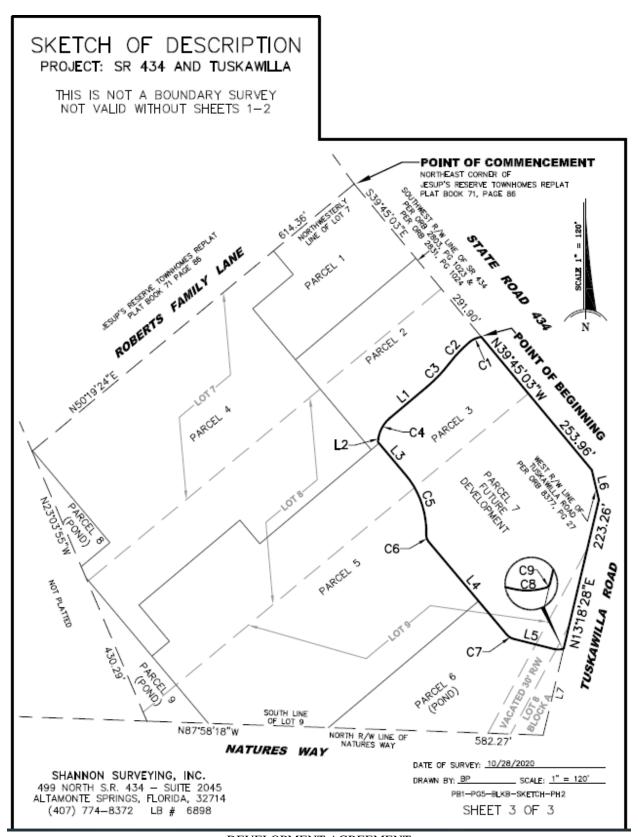
	LINE TABLE						
LINE	BEARING	LENGTH					
L1	S49*54'57"W	70.78					
L2	S08'51'00"W	8.99'					
L3	S40'09'52"E	62.67					
L4	S40°05'03"E	178.00					
L5	S76'01'50"E	60.93'					
L6	N13"15'20"W	44.85					
L7	S13"18'28"W	131.69					

	CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	RAD. BEARING	CH. BEARING	CHORD	
C1	33.00	3315'17"	19.15	S07'02'32"E	S6619'49"W	18.89	
C2	198.08	1215'18"	42.37	S40"17'50"E	S43'34'32"W	42.29'	
C3	226.00'	12"28'04"	49.18	N52'33'07"W	S43'40'55"W	49.08	
C4	48.00"	36*52'12"	30.89	S40'05'03"E	S31"28'51"W	30.36	
C5	130.00	4210'04"	95.68	S49'50'08"W	S19'04'50"E	93.53	
C6	15.00'	42'05'15"	11.02	S87'59'48"E	S19"02'26"E	10.77	
C7	20.00'	35'56'47"	12.55	N49'54'57"E	S58'03'27"E	12.34	
C8	24.33'	30*50'10"	13.09'	N13'58'10"E	N88*33'05"E	12.94	
C9	2.00'	59*49*28"	2.09	N16'52'01"W	N43"13"15"E	1.99	

#### SURVEYORS NOTES

- Bearings based on the Southwest right of way line of State Road No. 434 as being S39\*45'03"E.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J—17.05 requirements.
- 3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.

SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898 DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 27 of 34



DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 28 of 34

### **EXHIBIT E**

#### RESULTING TRUST PROPERTY PARCELS

## **Resulting Trust Property Parcel #1**

SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 2-3

#### DESCRIPTION:

That part of Lot 8 and Lot 9, JOE E. JOHNSTON'S SURVEY, recorded in Deed Book 147, Page 221, Public Records of Seminole County, Florida, and also being that part of the unplatted part of Block B of D. R. Mitchell's Survey of the Levy Grant, according to the plat thereof as recorded in Plat Book 1, Page 5, Public Records of Seminole County, Florida, more particularly described as follows:

Commencing at the Northeast corner of Jesup's Reserve Townhomes Replat, according to the plat thereof as recorded in Plat Book 71, Pages 86 through 93, Public Records of Seminole County, Florida; thence run S39\*45'03"E along the Southwesterly right of way line of State Road No. 434 per Official Records Book 2803, Page 1023, and Official Records Book 2831, Page 1024, Public Records of Seminole County, Florida, a distance of 291.90 feet for the Point of Beginning; thence continue S39\*45'03"E along the Southwesterly right of way line of State Road No. 434 per said Official Records Book 2831, Page 1024, Public Records of Seminole County, Florida, a distance of 150.46 feet; thence run S49'54'57"W, a distance of 233.19 feet to a point on a non-tangent curve concave to the Southwest, having a radius of 130.00 feet; thence from a radial bearing of S81'09'51"W run Northwesterly along the arc of said curve through a central angle of 31"19'43", an arc distance of 71.08 feet, having a chord bearing of N24'30'01"W and a chord distance of 70.20 feet; thence run N40'09'52"W, a distance of 62.87 feet; thence run N08'51'00"E, a distance of 8.99 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 48.00 feet; thence from a radial bearing of S76'57'14"E run Northeasterly along the arc of said curve through a central angle of 36'52'12", an arc distance of 30.89 feet, having a chord bearing of N31'28'51"E and a chord distance of 30.36 feet; thence run N49'54'57"E, a distance of 70.78 feet to the beginning of a curve concave to the Northwest, having a radius of 226.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 12'28'04", an arc distance of 49.18 feet, having a chord bearing of N43'40'55"E and a chord distance of 49.08 feet to a point of reverse curvature of a curve concave to the Southeast, having a radius of 198.08 feet; thence run Northeasterly along the arc of said curve through a central angle of 12°15'18", an arc distance of 42.37 feet, having a chord bearing of N43'34'32"E and a chord distance of 42.29 feet to a point of compound curvature of a curve concave to the Southeast, having a radius of 33.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 33"15'17", an arc distance of 19.15 feet, having a chord bearing of N66\*19'49"E and a chord distance of 18.89 feet to the Point of Beginning;

Contains 32,142 square feet or 0.738 acres, more or less.

James R Digitally signed by Shannon Date: 2020.11.04

JAMES R. SHANNON JR., P.L.S. #4671 NOT VALID WITHOUT THE SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHANNON SURVEYING, INC. 499 NORTH S.R. 434 - SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774-8372 LB # 6898

DATE OF SURVEY: 11/03/2020

DRAWN BY: BP SCALE: 1" = 120" PB1-PG5-BLKB-SKETCH-3

SHEET 1 OF 3

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 29 of 34

# SKETCH OF DESCRIPTION PROJECT: SR 434 AND TUSKAWILLA

THIS IS NOT A BOUNDARY SURVEY NOT VALID WITHOUT SHEETS 1 & 3

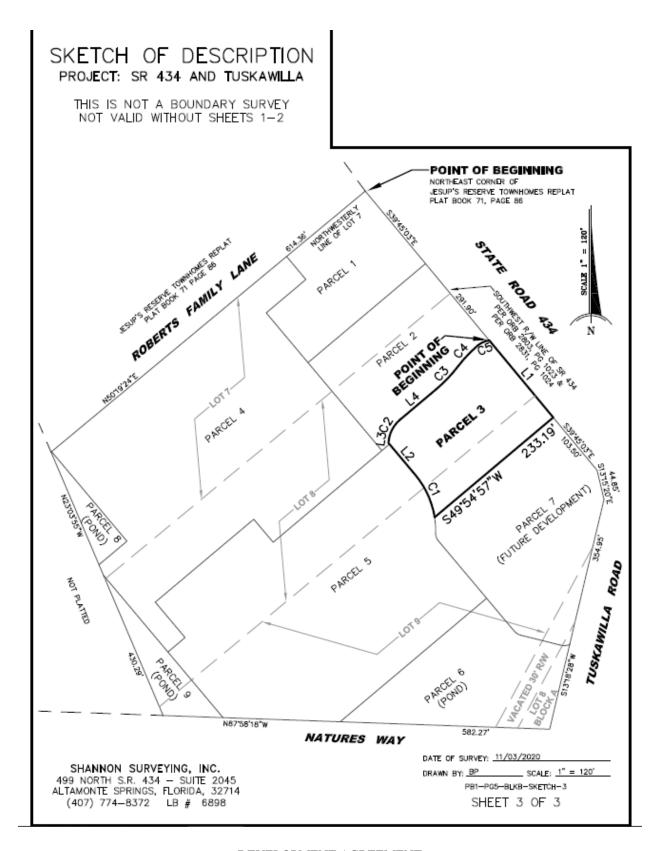
#### SURVEYORS NOTES

- Bearings based on the Southwest right of way line of State Road No. 434 as being S39\*45'03"E.
- I hereby certify that the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying set forth in Florida Administrative Code Rule 5J-17.05 requirements.
- 3. Not valid without the signature and seal of a Florida Licensed Surveyor and Mapper.

	LINE TABLE						
LINE	BEARING	LENGTH					
L1	S39*45'03"E	150.46'					
L2	N40'09'52"W	62.67					
L3	N08'51'00"E	8.99'					
L4	N49*54'57"E	70.78'					

	CURVE TABLE						
CURVE	RADIUS	DELTA	LENGTH	RAD. BEARING	CH. BEARING	CHORD	
C1	130.00'	31'19'43"	71.08	S81'09'51"W	N24'30'01"W	70.20	
C2	48.00'	36'52'12"	30.89	S76*57'14"E	N31*28'51"E	30.36	
C3	226.00'	12"28'04"	49.18	N40'05'03"W	N43'40'55"E	49.08	
C4	198.08	12"15'18"	42.37'	S52*33'07"E	N43'34'32"E	42.29'	
C5	33.00'	33"15'17"	19.15	S40"17"50"E	N66*19'49"E	18.89"	

SHANNON SURVEYING, INC. 499 NORTH S.R. 434 — SUITE 2045 ALTAMONTE SPRINGS, FLORIDA, 32714 (407) 774—8372 LB # 6898 City of Winter Springs and Tuscawilla Property Investors, LLC Page 30 of 34



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## **Resulting Trust Property Parcel #2**

The Trust Property (described in Exhibit "B") LESS AND EXCEPT the Resulting Trust Property Parcel #1 (described above) – and reflected as "Parcel 7" (Future Development) in the sketch above.



DEVELOPMENT AGREEMENT
City of Winter Springs and Tuscawilla Property Investors, LLC
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### JOINDER AND CONSENT

For and in consideration of the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **ONE FLORIDA BANK**, a Florida banking corporation, as holder of that certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents (hereinafter referred to as the "Mortgage") which is recorded in Official Records Book 9757, Page 1364 of the Public Records of Seminole County, Florida, hereby joins in and consents to the foregoing Development and Property Division Agreement by and between the City of Winter Springs, a Florida municipal corporation, and Tuscawilla Property Investors, LLC, a Florida limited liability company, and further acknowledges and agrees that its Mortgage shall be subordinated to such Development and Property Division Agreement and the obligations contained therein.

Dated this	day of	_, 2021.
Signed and sealed in the	presence of:	
		ONE FLORIDA BANK,
		a Florida banking corporation
		By:
Print Name:  Print Name:		Name: Title :
STATE OF		
The foregoing in presence or () online	strument was a notarization, th	acknowledged before me by means of () physical his day of, 2021, by
		OA BANK, a Florida corporation, on behalf of the own to me or produced
=	ntification.	

DEVELOPMENT AGREEMENT City of Winter Springs and Tuscawilla Property Investors, LLC Page 33 of 34

(NOTARY	CEVI
UNOTARI	SEAL

Notary Public Signature)	
Print Name)	
Notary Public, State of	
Commission No.:	
Av Commission Expires:	



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## TITLE

Appointment Opportunities for City Boards and Committees

## **SUMMARY**

The City Clerk Department wishes to inform the City Commission of the following vacancies:

Per Section 2-41(e) of the City Code, "If any commissioner fails to appoint a member within thirty (30) days after a vacancy occurs or a term expires, that seat shall be filled by a majority vote of the commission."

## **CURRENT VACANCIES:**

- Code Enforcement Board (Vacancy arose 11/17/2020 after resignation)
   Seat Two Open to Full Commission
   Term Expires: July 2022
- Parks and Recreation Advisory Committee (Vacancy arose 2/1/2021 after term expiration)

Seat Five

Term Expires February 1, 2025

- **Youth Council** New Board Seven (7) seats open four (4) applications on file forwarded to Mayor & Commissioners
  - Mayor Two (2) appointments remaining
  - o Seat One One (1) appointment remaining
  - Seat Two One (1) appointments remaining
  - Seat Five Two (2) appointments remaining
- Veterans and Veteran Families Advisory Committee
  - o Seat Two One (1) appointment available
  - o Seat Four One (1) appointment available
  - Seat Five One (1) appointment available

## RECOMMENDATION

Staff recommends the City Commission make any appointments they deem pertinent.