

# PLANNING AND ZONING BOARD/ LOCAL PLANNING AGENCY

SPECIAL MEETING AMENDED AGENDA WEDNESDAY, JANUARY 8, 2020 AT 5:30 PM

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

#### **CALL TO ORDER**

Roll Call Invocation Pledge Of Allegiance Approval Of The Agenda

#### **REGULAR AGENDA – PART I**

500. Election for Chairperson of the Planning and Zoning Board/Local Planning

Agency for Calendar Year 2020

501. Election for Vice-Chairperson of the Planning and Zoning Board/ Local

Planning Agency for Calendar Year 2020

#### AWARDS AND PRESENTATIONS

100. Not Used

#### INFORMATIONAL AGENDA

200. Not Used

#### **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**

The Office of the City Clerk requests that the Planning And Zoning Board/Local

Planning Agency review and approve the Wednesday, December 4, 2019 Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.

Attachments: Minutes

#### **PUBLIC HEARINGS AGENDA**

<u>400.</u> Development of Wendy's Fast Food Restaurant #12660

Attachments: <u>Exhibit 1 – Vicinity Map</u>

Exhibit 2 – Aesthetic Review Plans Exhibit 3 – Final Engineering Plans

Exhibit 4 – Traffic Review

Exhibit 5 – Waiver Application

Exhibit 6 – Development Agreement

#### **REGULAR AGENDA**

500. Not Used

# **REPORTS**

#### **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.

#### **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.

### CITY OF WINTER SPRINGS, FLORIDA MINUTES

### PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

REGULAR MEETING DECEMBER 4, 2019

#### **CALL TO ORDER**

The Regular Meeting of Wednesday, December 4, 2019 of the Planning and Zoning Board/Local Planning Agency was called to Order at 5:30 p.m. by Chairperson Kok Wan Mah in the Commission Chambers (City Hall, 1126 East State Road 434, Winter Springs, Florida 32708).

#### **Roll Call:**

Chairperson Kok Wan Mah present
Vice-Chairperson Kevin McCann, present
Board Member James Evans, present
Board Member Michael Ferrante, absent
Board Member Bart Phillips, present
Assistant to the City Clerk Tristin Motter, present

A moment of silence was followed by the Pledge of Allegiance.

No changes were made to the Agenda.

#### AWARDS AND PRESENTATIONS

100. Not Used

# INFORMATIONAL AGENDA

200. Not Used

#### PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

REGULAR MEETING – DECEMBER 4, 2019 PAGE 2 OF 5

#### **PUBLIC INPUT**

Chairperson Mah opened "Public Input".

Skylar Ramsey, 1502 Cardinal Street, Longwood, FL 32750 approached the Board, explained he was in AP Government at Winter Springs High school and asked "What inspired you to get involved in your City government and make a change?"

Board Members took turns expressing their sentiment and gratitude for the question. All stated a similar desire to help further their community and get involved as their inspiration.

Nora L'Heureux, 1203 Oscelot Trail, Winter Springs, FL 32708 spoke in reference to agenda item 400, The Studios at Tuscawilla. Ms. L'Heureux was in favor of the project stating, "This is the kind of thing we need in our community for our families to be able to go to."

Chairperson Mah closed "Public Input".

#### CONSENT AGENDA

300. The Office Of The City Clerk Requests That The Planning And Zoning Board/Local Planning Agency Review And Approve The Tuesday, November 12, 2019 (Rescheduled From Wednesday, November 6, 2019) Planning And Zoning Board/Local Planning Agency Regular Meeting Minutes.

REGARDING THE TUESDAY, NOVEMBER 12, 2019 PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY REGULAR MEETING MINUTES, "I MOVE TO APPROVE THE MINUTES." MOTION BY BOARD MEMBER EVANS. SECONDED BY BOARD MEMBER PHILLIPS. DISCUSSION.

#### VOTE:

**CHAIRPERSON MAH: AYE** 

VICE-CHAIRPERSON McCANN: AYE \*\*Agenda Note: See Reports\*\*

BOARD MEMBER EVANS: AYE BOARD MEMBER PHILLIPS: AYE

**MOTION CARRIED.** 

#### **PUBLIC HEARINGS AGENDA**

#### 400. The Studios At Tuscawilla

Mrs. Marla Molina, Senior City Planner, Community Development Department introduced the proposal and gave a brief overview of the history of the parcel. Mrs. Molina noted the applicant was requesting modifications to the Developer's Agreement to allow for more uses and reviewed conditions, restricted uses, and traffic counts. The staff recommendation was relayed and discussion opened for additional questions.

Chairperson Mah expressed concern about a potential coffee shop and the traffic analysis.

Ms. Sandra Gorman, Senior Traffic Engineer, CPH, Inc., 5601 Mariner St., Tampa FL, 33609 addressed concerns and discussion continued on variations of coffee shops with and without drive thrus.

Further discussion followed on street parking. Staff advised that these concerns could be addressed in the final engineering process.

Chairperson Mah opened "Public Input"

No one addressed the Board

Chairperson Mah closed "Public Input".

Board Member Evans relayed a concern about noise generating activities and asked if making a recommendation to the City Commission would be best. Staff alternatively suggested that language could be put in the Developer's Agreement.

Mr. Louis Chavez, 1051 Deer Run Drive, Winter Springs, Florida 32708 advised that the applicant was working with sound engineers to address any issues of sound bleeding.

Further discussion ensued on noise, potential square footage of the property, and on-street parking.

"I WOULD LIKE TO APPROVE THE AMENDMENT TO THE DEVELOPER AGREEMENT, TO INCLUDE SECTION 3.5 AS WELL INCLUDING, BUT NOT LIMITING, A RECOMMENDATION TO THE COMMISSION FOR THE

RESTRICTIONS OF THE SITE SETBACKS, NO DRIVE-THRUS; NO OUTDOOR VENUE, MUSIC, OR PERFORMANCES; AS WELL AS THE LIMIT ON HOURS OF OPERATION."

MOTION BY BOARD MEMBER EVANS. SECONDED BY CHAIRPERSON MAH. DISCUSSION.

**VOTE:** 

VICE-CHAIRPERSON McCANN: AYE BOARD MEMBER PHILLIPS: AYE BOARD MEMBER EVANS: AYE CHAIRPERSON MAH: AYE

MOTION CARRIED.

#### **REGULAR AGENDA**

500. Not Used

#### **REPORTS**

\*\*Agenda Note\*\* Staff asked for clarification regarding Board Member McCann's official vote regarding Item 300. Vice-Chairperson McCann voted 'Aye'.

Staff asked for the Board to consider two (2) dates, January 7<sup>th</sup> or 8<sup>th</sup>, to hold a Special meeting due to the Regular meeting falling on January 1, 2020, a City holiday. Discussion followed and the Board agreed on January 8, 2020.

Assistant to the City Clerk Tristin Motter called a roll call vote to confirm support of the January 8, 2020 Special Meeting.

VOTE:

BOARD MEMBER EVANS: AYE
BOARD MEMBER PHILLIPS: AYE

**CHAIRPERSON MAH: AYE** 

VICE-CHAIRPERSON McCANN: AYE

**MOTION CARRIED.** 

Vice Chairperson McCann expressed concerns with the scheduling and movement of the meetings.

CITY OF WINTER SPRINGS, FLORIDA

#### PLANNING AND ZONING BOARD/LOCAL PLANNING AGENCY

REGULAR MEETING – DECEMBER 4, 2019 PAGE 5 OF 5

# **PUBLIC INPUT**

Chairperson Mah opened "Public Input".

No one spoke.

Chairperson Mah closed "Public Input".

ADJOURNMENT

Chairperson Mah adjourned the Regular Meeting at 6:11 p.m.

RESPECTFULLY SUBMITTED:

TRISTIN MOTTER
ASSISTANT TO THE CITY CLERK

NOTE: These Minutes were Approved at the \_\_\_\_\_\_, 2020 Planning And Zoning Board/Local Planning Agency Regular Meeting.



#### TITLE

Development of Wendy's Fast Food Restaurant #12660

#### **SUMMARY**

The Community Development Department requests that the Planning and Zoning Board/Local Planning Agency hold a Public Hearing to consider Aesthetic Review, Final Engineering Plans, multiple Waiver requests, and the Development Agreement for a 2,163 SF Wendy's Fast Food Restaurant, a permitted use within the Town Center.

General Information	n			
Applicant	Infinity Engineering Group, LLC			
Property Owner(s)	JDBS Winter Springs, LLC (JDBS)			
Location	1218 E. State Road 434 Winter Springs, FL 32708			
Tract Size	±.59 Acres			
Parcel ID Number	06-21-31-507-0000-0020			
Zoning Designation	Town Center (T-C)   T5 Transect   Urban Center Zone			
FLUM Designation	Town Center District			
Adjacent Land Use	North: Town Center District		South: Town Center District	
	East: Town Center District		West: Town Center District	
Principle building setbacks (from property line)	Front/principle plane: 0 ft8 ft. max (from front property line)	Rear: 3 ft. (from rear property line)	Side: 0 ft. min, 24 ft. max. (from side property line)	Frontage buildout: 80% min. (at front setback)
Development Standards	Lot Width: 18 ft. min., 180 ft. max.	Lot Depth: 30 ft. min., 160 ft. max.	Lot Coverage: 100% max.	

Development	Not applicable   Vacant
Permits	
Development Agreement	Development Agreement   Pending
Code Enforcement	Not applicable
City Liens	Not applicable

## **Background Data:**

JDBS Winter Springs, LLC (The Ocean Bleu Group) is proposing to build a Wendy's Fast Food Restaurant in the Winter Springs Town Center. The proposed 2,163 SF one two-story (faux second-story) building is located on a ±.59-acre parcel on the north side of S.R. 434, east of Tuskawilla Road, west of Michael Blake Boulevard, and directly in front of The Blake Apartments. The Wendy's Fast Food Restaurant includes; a drive-thru pickup window, 28 indoor and 20 outdoor seating areas, on-site and on-street parking, bicycle parking, pedestrian access, enhanced landscaping, 6-ft. wide sidewalks, and a decorative aesthetic design package to both the building and surrounding site improvements.

#### **Aesthetic Review Plans:**

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 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**

- 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.
  - The proposed project consists of one two-story restaurant building (faux second-story) that provides a drive-thru lane and service window. The building has a tan, sand finish stucco façade, as well as cedar wood composite siding on covered patio the sides of the building. The building utilizes a neutral color scheme and various yet highly compatible materials.
- 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.
  - The proposed project is designed to contribute significantly to the quality architectural styles that are typical of the Winter Springs Town Center and the surrounding area. The proposed building represents a positive addition to the City of Winter Springs, and is a high-quality, unique design that is harmonious with its surroundings and will add value to the proposed location.
- 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.

The front of the building which faces S.R. 434, features the "Wendy's" trademark logo in a graphic format affixed to the faux second-story, including a covered outdoor patio and seating area which leads to an entrance/exit to the building, the design features pre-finished decorative metals and cedar wood composite siding on covered patio the sides of the building. The front also showcases glass windows from the ground floor to the top of the roof line. The building has a tan, sand finish stucco façade.

The east side of the building, which will face Eagle Edge Lane, features the drive-thru area, which is screened by a six foot (6) landscape buffer. This side of the building features, the Wendy's trademark logo in white, a view of the outdoor patio, a strip of glass windows from the ground to the top of the building, and stucco decorated textured walls with earth tone colors.

The rear of the building, which will face Sea Hawk Cove, features a "Wendy's" sign in text, and another "Drive-Thru" directional sign, menu and intercom system for ordering food.

The west (vacant) side of the building features a parking lot, the drive-thru pickup windows, the Wendy's trademark logo in white text, a view of the outdoor patio, lighting features, stucco decorated walls with texture and earth tone colors.

A parking lot drive-thru lane encompasses the north, east and south sides of the building.

- 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.
  - 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 proposed project represents a positive addition to this area of the City.
- 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.
  - The proposed building is designed to contribute to the quality architectural styles that are typical of the surrounding area. This project represents a positive addition to the City of Winter Springs Town Center.
- 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.
  - The proposed project is designed to contribute significantly to the quality architectural styles that are typical of the Winter Springs Town Center and the surrounding area. The proposed building represents a positive addition

to the City of Winter Springs, and is a high-quality, unique design that is harmonious with its surroundings and will add value to the proposed location.

#### **Final Engineering Plans**

#### Stormwater:

The site's stormwater is master planned into The Blake Apartments master stormwater pond, which is located east of the Cross Seminole Trail. The pond is complete and it complies with the applicable St. Johns River Water Management District and the City of Winter Springs permit requirements.

#### Water and Sewer:

Wendy's will connect to City of Winter Springs water and sewer facilities along Sea Hawk Cove.

#### **Transportation/Traffic Analysis:**

Wendy's Fast Food Restaurant will be accessed to and from the site from a driveway connection located on Sea Hawk Cove. Sea Hawk Cove is accessible from Michael Blake Boulevard and Eagle Edge Lane.

Traffic Planning and Design, Inc. prepared a Traffic Impact Analysis for the subject property. The trip generation of the proposed development was calculated with the use of trip generation rates obtained from the 10th Edition of the ITE Trip Generation Manual. The proposed development is projected to generate 158 new net daily trips, of which 87 will occur in the A.M. peak hour and 71 will occur in the P.M. peak hour. Adequate Level of Service (LOS) at all roadway segments will continue at all segments. Intersections to continue to operate at acceptable LOS.

The results of the intersection capacity analysis indicate that the all study intersections operate at satisfactory overall Levels of Service except for southbound approach at the intersection of SR 434 and Tuskawilla Road. Michael Blake Boulevard will increase LOS with signalization.

The proposed Wendy's is 2,163 square feet which is consistent with the trip generation calculations presented in the traffic analysis and therefore the results of the traffic analysis remain consistent with the proposed development. The proposed projected traffic is consistent and comparable with the approved Starbucks development located east of the subject property.

#### **Parking**

A parking lot is located on the west side of the building. Developments within the Town Center do not have a specific parking ratio requirement. However, this development had been designed to meet the City's parking code outside of the Town Center which is 1.0 spaces per 100 SF, LDC Section 9-277(26). A parking lot is located on the west side of the building. A drive-thru lane encompasses the north, east and south sides of the building. The parking lot has 17 on-site, and 9 on-street parking spaces, including two handicap spaces, for a total of 28 parking spaces.

#### **Waiver Requirement**

Section 20-34. – Waivers.

- (a) 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).
- (b) 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.
- (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) All waiver recommendations and final decisions shall comply with the following criteria:

# Waiver criteria set forth in Subsection 20-34(d) are as follows: 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. The proposed development plan is in substantial compliance with this 2. chapter and in compliance with the comprehensive plan. The proposed development plan will significantly enhance the real property. The proposed development plan serves the public health, safety, and welfare. The waiver will not diminish property values in or alter the essential character of the surrounding neighborhood. 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 consider the nine (9) waiver requests below:

#### **Waivers Request/Justification**

1. The applicant requests a waiver to increase the front setback from S.R. 434, maximum to approximately ±54.6 feet. in lieu of a maximum of 8 feet.

#### Justification:

This waiver necessary based on the inclusion of a number of enhancements in front of the building, including an outdoor patio dining area, landscaping, and an access lane that functions as a frontage road for Wendy's and the adjacent commercial lot to the east. Imposing the 8' maximum setback would create an illogical or unreasonable result because the feature corner building could not otherwise be achieved.

This waiver request is necessary to allow for the construction of the building on that corner without compromising the drive thru lane and pedestrian safety.

#### City Code:

Sec. 20-325. - Transect standards.

T5 (Urban Center Zone)

Principle building setbacks (from property line)

Front/principle plane- 0 ft.—8 ft. max (from front property line)

2. The applicant requests a waiver from the required minimum of zero (0)-foot and maximum of twenty-four-foot (24)-foot maximum side principle plane setback for the building with a side principle plane setback of ±91.44 feet from the western property line.

#### <u>Justification</u>

This waiver request is due lot size, location, and intended use of proposed structure need for on-site parking and pedestrian connections.

#### City Code:

Sec. 20-325. - Transect standards. Lot Design Guidelines Table.

T5 (Urban Center Zone)

Principle building setbacks (from property line)

Side - 0 ft. min, 24 ft. max. (from side property line)

3. The applicant requests a waiver to reduce the 80% frontage buildout at the front setback required in the T5 transect to approximately ±25 percent frontage.

#### Justification

This Waiver request is necessary that it would be highly impractical for a small stand-alone fast food restaurant building on a ±.59-acre lot to achieve an 80% frontage buildout at the front setback, while still providing adequate parking, access, landscaping, and pedestrian facilities. To offset the frontage buildout reduction, the site includes enhanced landscaping, and a 6-foot wide sidewalk along the S.R. 434 frontage.

#### City Code:

Sec. 20-325. - Transect standards. Lot Design Guidelines Table.

T5 (Urban Center Zone)

Frontage buildout - 80% min. (at front setback)

4. The applicant requests a waiver to locate the drive-thru service window on the west side of the building rather than the rear of the building.

#### Justification

Since the drive-thru lane is not to the rear of the building and will be visible from S.R. 434, intensified landscaping shall be provided between the drive-thru lane, which effectively blocks the view of vehicles in the drive-thru lane from the surrounding streets and sidewalks. Adjacent parking is proposed along the area adjacent to the two (2) drive-thru windows.

#### City Code:

Sec. 20-324. - General provisions.

- 6. Drive-throughs. Drive-through service windows are only permitted in the rear in and alley accessed locations provided they do not substantially disrupt pedestrian activity or surrounding uses.
- 5. The applicant requests a waiver to allow 10 parking spaces between landscaping islands in lieu of requiring landscaping islands every six (6) parking spaces.

#### <u>Justification</u>

This waiver request is due small lot size and the need for adequate parking on site

#### City Code

Sec. 20-324. - General provisions.

- 8. f. Parking lot landscaping requirements.
- 6. The applicant requests a Waiver to reduce the off-street parking lot setback from S.R. 434 from a required minimum setback of 50-feet to approximately 40-feet.

#### <u>Justification</u>

Based on the relatively small sized lot and location of the off-street parking, plus the inclusion of landscaping along the S.R. 434 frontage, it is impossible to meet the minimum setback and to provide adequate screening of the off-street parking lot and provide key pedestrian connections.

#### City Code

Sec. 20-324. - General provisions.

- 8c. Off-street surface parking lot placement. Off-street surface parking lots shall be set back a minimum of fifty (50) feet from the property line along the main street to accommodate liner buildings.
- 7. The applicant requests a waiver for Commercial Area: (A) 6' sidewalk in lieu of a 12' sidewalk and (B) Greenspace to maintain 12' planting area (green space) in lieu of 15' greenspace.

#### Justification

There is not enough room on the site and adjacent to the right-of-way to construct a side walk larger than 6' wide. The design is in harmony with current and proposed developments located on S.R. 434.

#### City Code

Sec. 20-325 Transect T5 (Urban Center Zone)

- (c) Thoroughfare standards.
- (3) Urban Boulevard.

8. The applicant requests a waiver for one freestanding monument sign.

#### <u>Justification</u>

A waiver is required to construct a freestanding monument sign along State Road 434 frontage.

#### City Code

Sec. 20-325 Transect T5 (Urban Center Zone)

Sec. 20-327.1. - Signs. (a)

9. The applicant requests a waiver to include a permanent menu board sign and internal lighting. At this time, only temporary menu board signs are permitted subject to the restrictions and uniform design standards set forth in this Town Center Code. The Town Center Code requires that signs shall be externally lit. The menu board sign requires internal lighting.

#### Justification

A waiver is required to construct a menu sign and internal lighting for the operation of the Wendy's Fast Food Restaurant.

#### City Code

Sec. 20-325 Transect T5 (Urban Center Zone)

Sec. 20-327.1. - Signs. (a)

In evaluation of the above nine (9) proposed waiver requests, the applicant has satisfied the eight (8) specific criteria as required. The proposed development plan is otherwise in substantial compliance with Chapter 20 of the City's Code of Ordinances and in compliance with the Comprehensive Plan.

#### Fiscal Impact:

Development of the subject property as a Wendy's Fast Food Restaurant is anticipated to provide an increase to the City's taxable value, as well as provide a catalyst for future commercial development in the surrounding area.

Impact Fees/Unit > Based on total SF (square footage), GFA (gross floor area) unless noted otherwise – Non-Residential.

Wendy's ~2,163 SF (Fast Food Restaurant w/ Drive-thru) Commercial

Transportation/Road: \$ 19,216.00/1,000 SF GFA = \$ 69,177.60 Fire: \$ 320.00/1,000 net SF = \$ 1,152.00

Police: \$ 0.156 per SF = \$ 561.60

Parks & Recreation: N/A

City Impact Fees (Wendy's) Total = \$ 70,891.20

Procedural History:	
March 8, 2019	Combined Preliminary/Final Site Plan   Application Submittal   Under Review
May 7, 2019	Aesthetic Review Application
September 16, 2019	Waiver Application
December 12, 2019	Waiver Application - Revised
December 17, 2019	Community Workshop Meeting

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

Home Rule Powers
Winter Springs Code of Ordinances
Town Center District Code
City of Winter Springs Comprehensive Plan

#### **Communication Efforts:**

The Meeting Agenda and this Agenda Item have been forwarded to the Planning and Zoning Board / Local Planning Agency members and are available on the City's Website, LaserFiche, and the City's Server. The Agenda has been forwarded to the Mayor and City Commission; City Manager; and City Attorney/Staff. Additionally, the Meeting Agenda has been sent to media/press representatives, all Homeowner's Associations on file with the City, all owners of real property adjacent to and within approximately one thousand feet of the subject property, all individuals who have requested Agenda information, Department Directors; and also posted outside City Hall; posted inside City Hall with additional copies available for the general public.

#### **Recommendation:**

Staff recommends that the Planning and Zoning Board/Local Planning Agency forward a recommendation of approval to the City Commission for the Aesthetic Review, Final Engineering Plans, multiple Waivers from the Town Center Code, and the Development Agreement for a 2,163 SF Wendy's Fast Food Restaurant. contingent upon the below conditions of approval.

#### **Conditions of Approval:**

Approval of the Final Engineering Plan, Aesthetic Plans, and Waivers shall be contingent upon the execution of the Development Agreement and completion of all obligations contained therein.

- 1. The Developer (JDBS Winter Springs) shall be required to obtain a private easement to allow JDBS Winter Springs to plant, install, construct, maintain, and repair landscaping, vegetation, and parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed landscaping, vegetation and parallel parking spaces as depicted in the Final Engineering Plans.
- 2. The Developer (JDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for the construction and maintenance of a sidewalk for public pedestrian access and use within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed sidewalk as depicted in the Final Engineering Plans.
- 3. The Developer (JDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for public parking use of the parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66. The Developer shall not be permitted to close the parallel parking spaces on Sea Hawk Cove to the public, except for the purpose of making necessary repairs and conducting maintenance and provided five (5) business days' notice is given to the City. The Developer shall not be permitted to install signage labeling the parallel parking spaces for Wendy's customer use only, or for the sole use of any future business's customers.
- 4. The Developer shall obtain the easements described in Conditions of Approval 1-4 prior to obtaining any building permits.

- 5. The Developer currently owns both the subject parcel and the adjacent parcel, intended to be a future site of a Chase Bank, which will share a common driveway access. The common driveway access will be constructed to straddle the subject parcel's western property line. Therefore, should the Developer ever in the future sell or convey either the subject parcel, Parcel ID 06-21-31-507-0000-0020, or the adjacent parcel, Parcel ID 06-21-31-507-0000-0010, the Developer shall be required to reserve an ingress and egress easement over the common driveway for the benefit of the remaining parcel. Should the parties ever mutually desire to terminate said ingress and egress easement over the common driveway, prior to executing such termination, the Parties shall seek and receive consent from the City of Winter Springs and obtain an amendment to the site plan.
- 6. The Developer shall add a decorative railing for safety purposes along the sidewalk located between the parking lot and the drive-through window.

#### **Attachments:**

- 1. Exhibit 1 Vicinity Map
- 2. Exhibit 2 Aesthetic Review Plans
- 3. Exhibit 3 Final Engineering Plans
- 4. Exhibit 4 Traffic Review
- 5. Exhibit 5 Waiver Application
- 6. Exhibit 6 Development Agreement

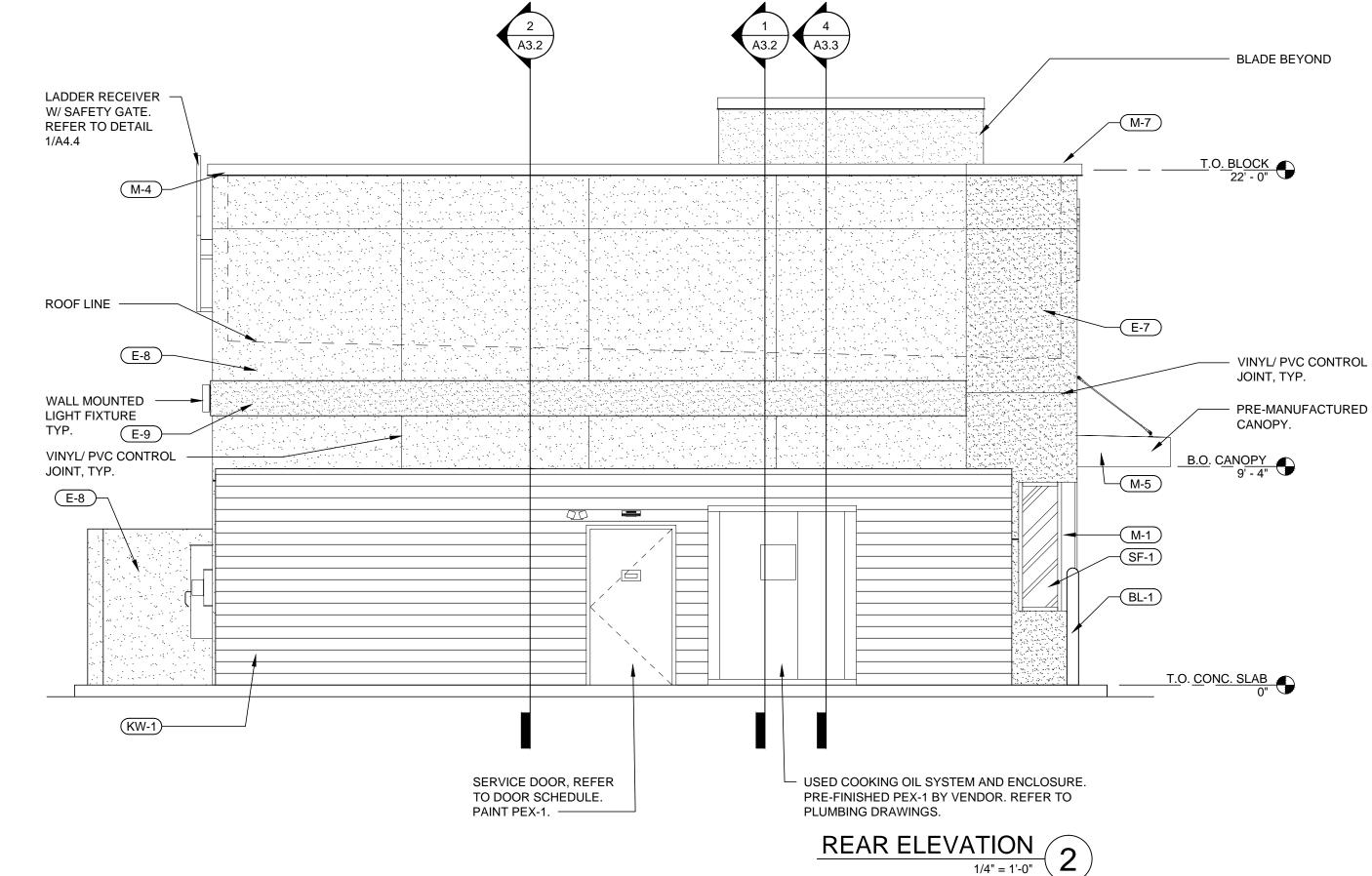
# **Project Site**

1218 E. SR 434, Winter Springs, FL 32708 Parcel ID 06-21-31-507-0000-0020











SITE NUMBER:

BASE MODEL:

ASSET TYPE:

CLASSIFICATION:

BASE VERSION:

PROJECT YEAR:

\_\_\_

7

PROJECT TYPE:

ISSUE DATE:

PROJECT NUMBER:

→ •

FURNITURE PACKAGE:

OWNER: JAE RESTAURANT GROUP

DRAWING RELEASE: FALL 2018

UPGRADE CLASSIFICATION:

SMART 30-2.0

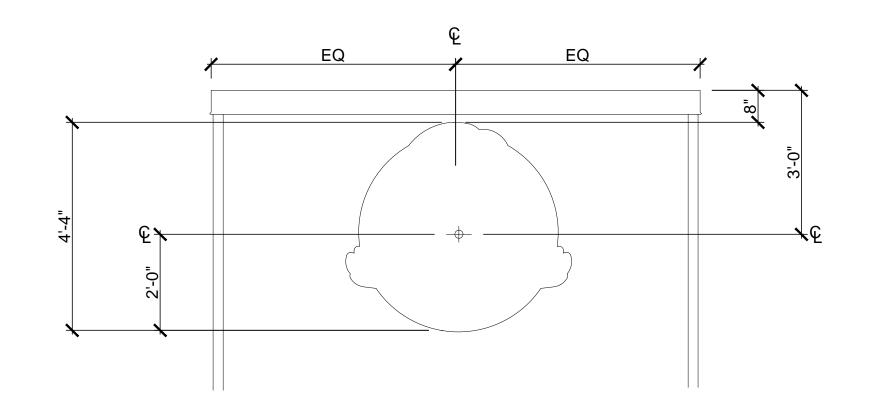
2018

2019

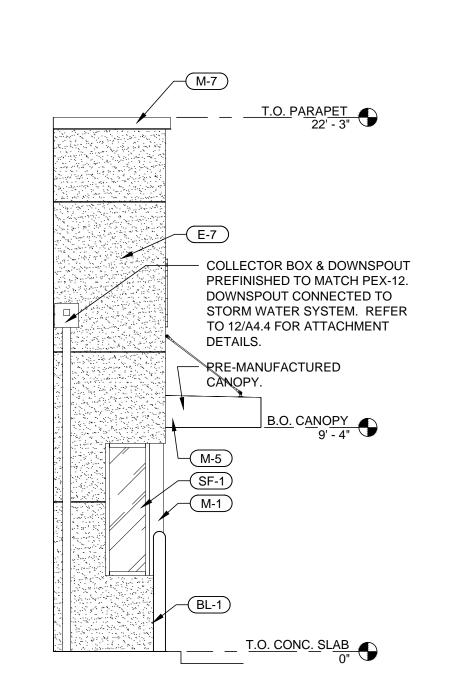
2018

**NEW BUILD** 

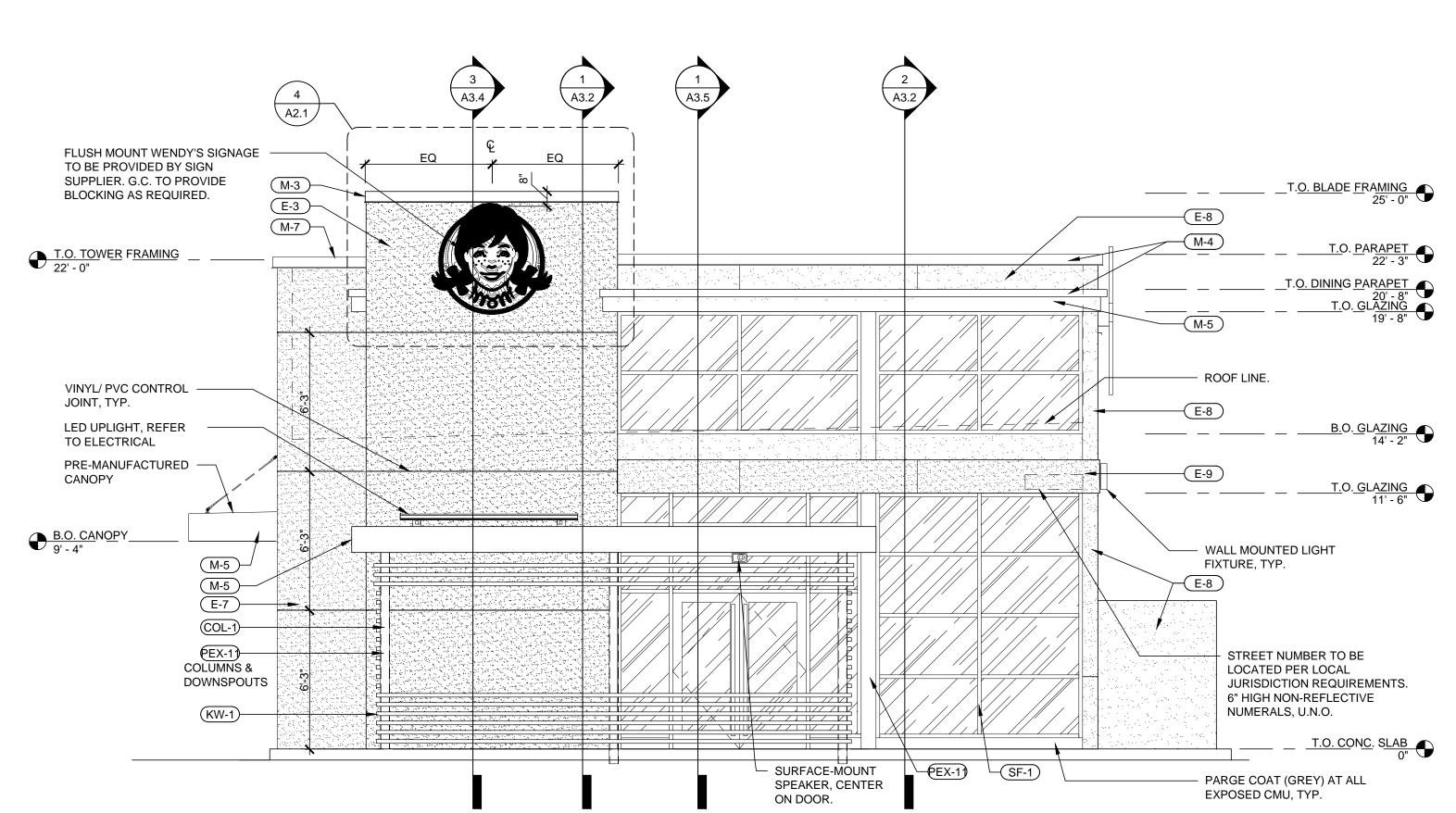
FRANCHISEE











FRONT ELEVATION (1)

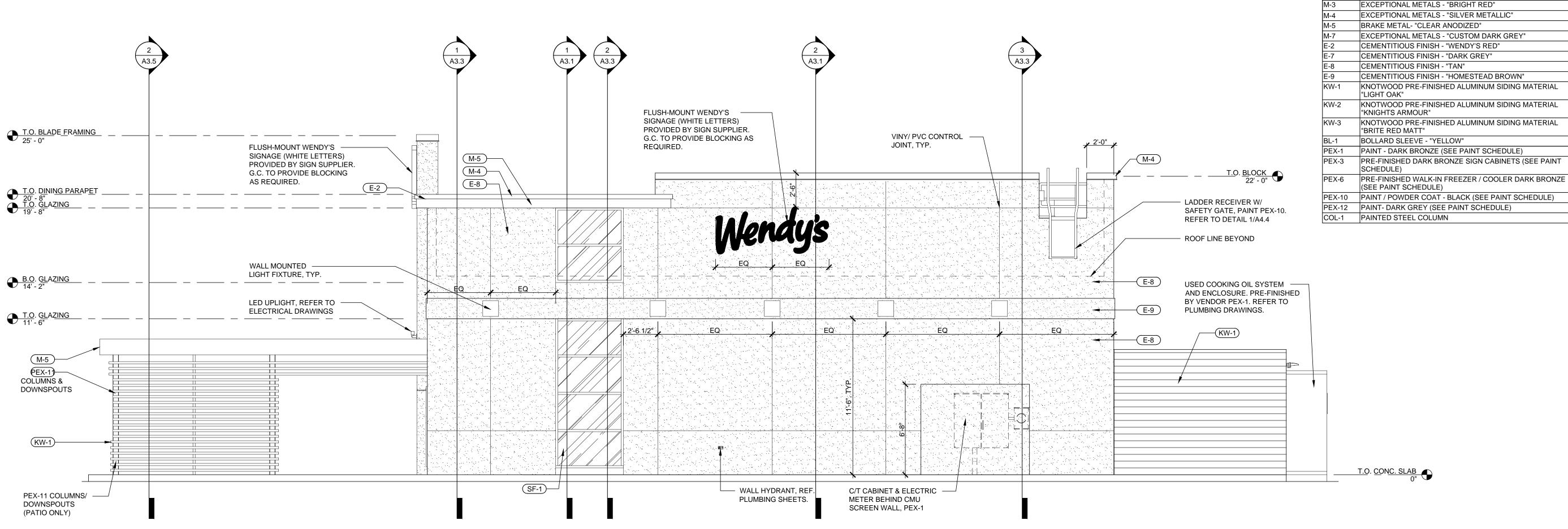
AA-0003276

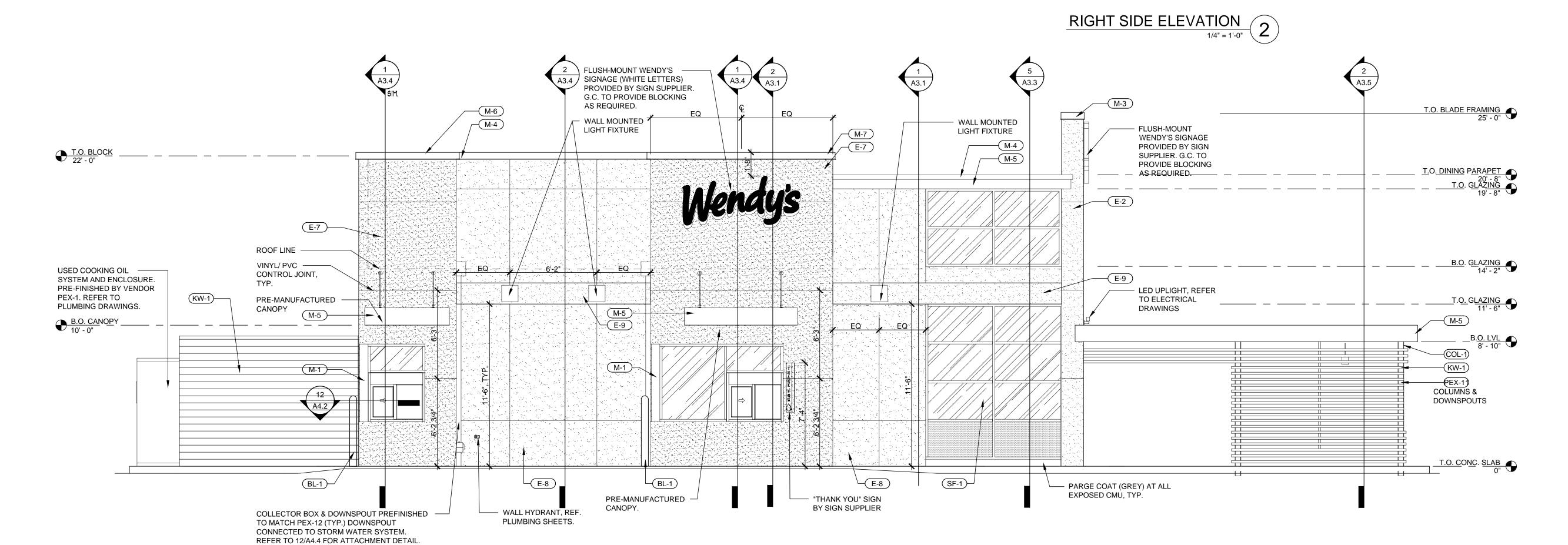
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MICHAEL MUROFF

EXTERIOR ELEVATIONS

AR 92344





LEFT SIDE ELEVATION

1/4" = 1'-0"

1

BASE MODEL: SMART 30-2.0 ASSET TYPE: FRANCHISEE CLASSIFICATION: OWNER: JAE RESTAURANT GROUP BASE VERSION: 2018 UPGRADE CLASSIFICATION: NEW BUILD PROJECT YEAR: 2019 FURNITURE PACKAGE: 2018 DRAWING RELEASE: , U.

7

SITE NUMBER:

**EXTERIOR FINISH SCHEDULE** 

PICK-UP WINDOW TO MATCH STOREFRONT
PARAPET CAP/ BRAKE METAL - "DARK BRONZE"

STOREFRONT - "DARK BRONZE"

PROJECT TYPE: NEV
SMART 30-2.

Stylens 1

REV.	DATE	DESCRIPTION
$\overline{\wedge}$		
$\overline{\wedge}$		
$\overline{\wedge}$		
$\overline{\Lambda}$		
$\overline{\Lambda}$		
ISSUE DA	ATE:	10.04.19
PROJEC	T NUMBER:	1801.19
DRAWN	BY:	ММ
CHECKE	ED BY:	MM
		SEAL

MICHAEL MUROFF AR 92344

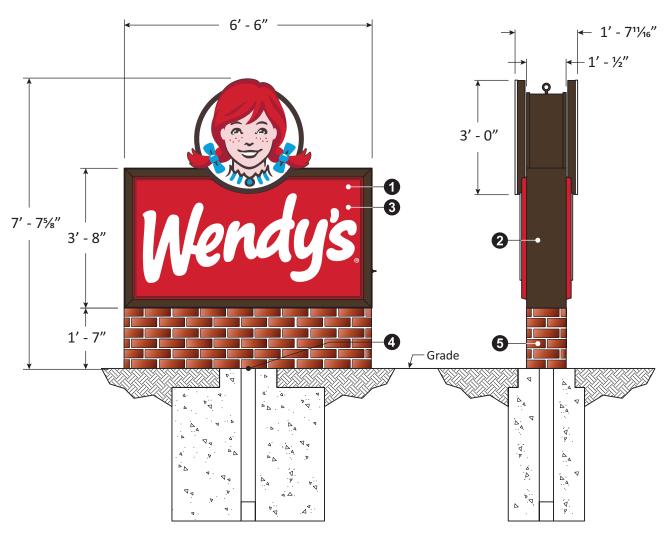
SHEET NAME

EXTERIOR ELEVATIONS

**A2.2** 

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Foundation specifications are site specific and subject to local soil and code requirements.

# MATERIALS & SPECS

- 1 Illumination CW/HO lamps, cameo illuminated with white LEDs\*
- 2 Cabinet 12½" deep extruded aluminum with 2½" aluminum retainers
- 3 Face (2) 1¾" deep thermoformed .177" acrylic with ½" deep embossed copy
- 4 3½" Schedule 40 sign pole stubbed out of sign 18" and shimmed to fit ground pole at 5' - 1/4" long
- **5** Masonry base for reference only. Actual design and specifications by others

Actual: 29.56 ft<sup>2</sup> | Nearest Rectangle: 40.29 ft<sup>2</sup>

- PMS 186c hair, freckles
- PMS 201c hair, outline
- PMS 698c face, neck
- PMS 299c bow, shirt, brooch
- PMS 439c outline
- Dark Bronze ALC #313 pole, pole cover
- White

\*Total electrical load: 4.61 amps. Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)



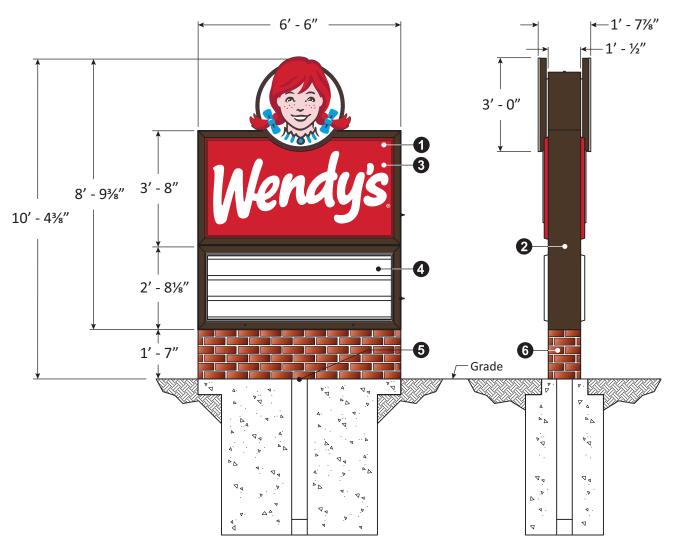






rev 6/17





Foundation specifications are site specific and subject to local soil and code requirements.

# MATERIALS & SPECS

Actual: 47 ft<sup>2</sup> | Nearest Rectangle: 56.47 ft<sup>2</sup>

- Illumination CW/HO lamps, cameo illuminated with white LEDs\*
- 2 Cabinet 12½" deep extruded aluminum with 2½" aluminum retainers
- 3 Face (2) 1¾" deep thermoformed .177" acrylic with ½" deep embossed copy
- 4 Readerboard (also can be substituted with a featureboard) tracked for 3 lines of 6" characters with a protective locking cover door
- **5** 4" Schedule 40 sign pole stubbed out of sign 18" and shimmed to fit ground pole at 5' 1" long
- 6 Masonry base for reference only. Actual design and specifications by others

- PMS 186c hair, freckles
- PMS 201c hair, outline
- PMS 698c face, neck
- PMS 299c bow, shirt, brooch
- PMS 439c outline
- Dark Bronze ALC #313 pole, pole cover
- White

\*Total electrical load: 5.2 amps. Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)

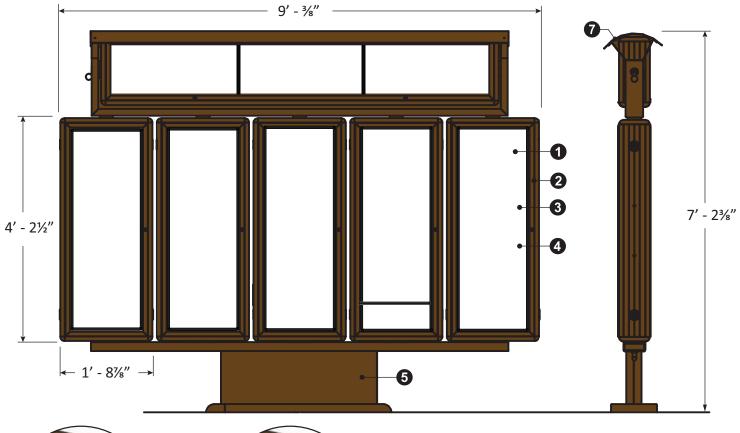




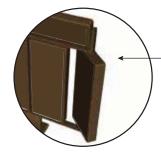


rev 6/17





6



Optional removable metal blackout liner available if breakfast is not being served. Will not warp or fade. NSS#: 90012164

**Foundation specifications** are site specific and subject to local soil and code requirements.

Actual: 55.88 ft<sup>2</sup>

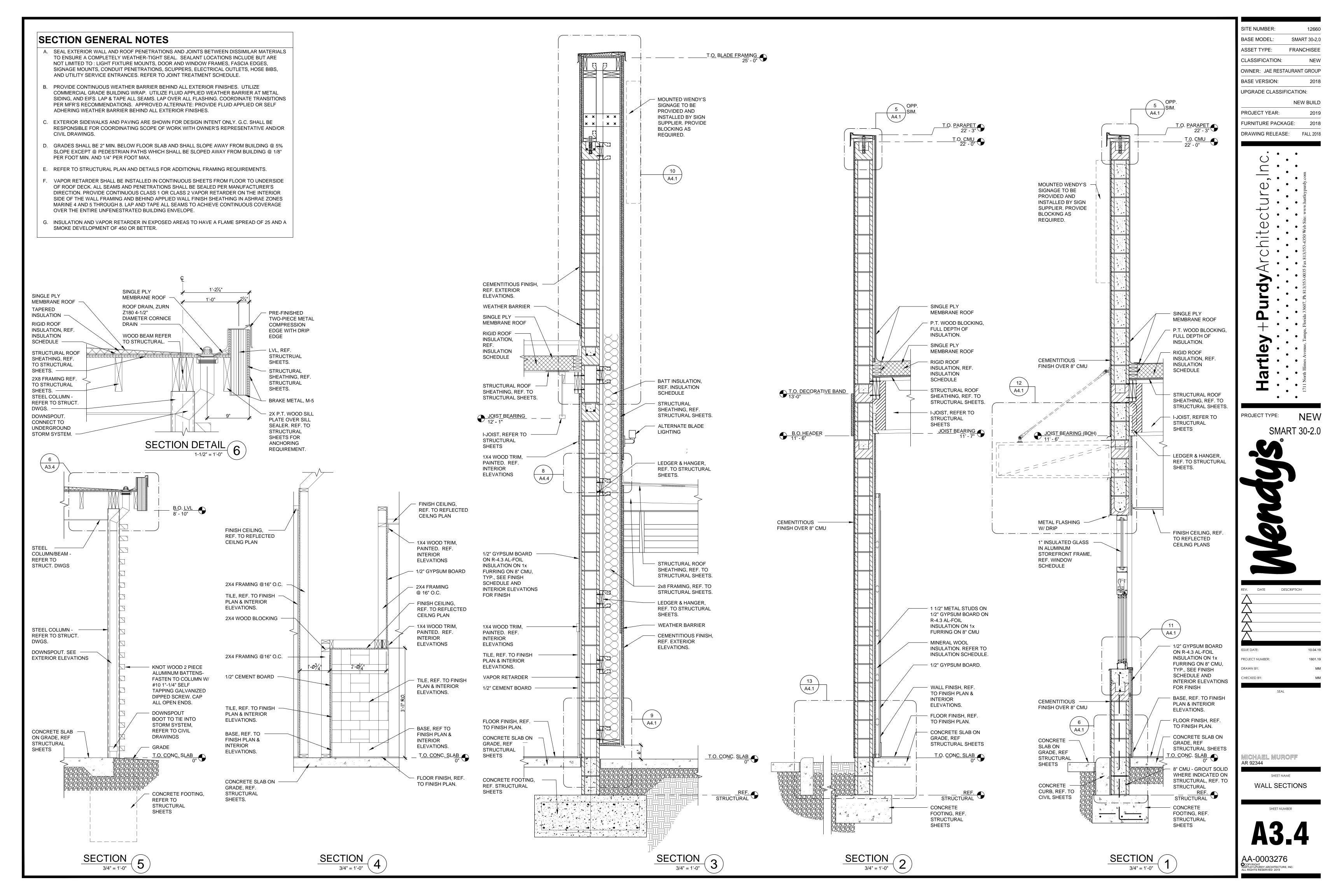
**MATERIALS & SPECS** 

- 1 Illumination T12 lamps\* one ballast per cabinet
- 2 Cabinet extruded aluminum construction
- 3 Cover doors locking side hinged doors and scratch/mar resistant faces
- 4 Standard RM5200 includes magnetic frames and carriages to match current corporate layout. Graphics provided by others. Strips/Price kit additional charge. Blackout liners are optional, NSS#: 90012164
- **5** Formed ABS pole cover
- 6 Rotating cabinets for dayparting (new wave system eliminates pulling pins)
- NSS exclusive protective rain guard
- \*Anchor bolt kit sold separately, NSS#: 90002151
- \*Total electrical load: 6.72 amps.

Requires (1) 20 amp circuit @ 120V/60Hz (all components UL listed)

Soft Metallic Brown - cabinets, base

rev 6/17





### CITY OF WINTER SPRINGS

1126 East State Road 434 Winter Springs, FL 32708 Phone: 407-327-1800 Fax: 407-327-4784 www.winterspringsfl.org

### **APPLICATION FOR AESTHETIC REVIEW**

APPLICANT:	Vandercrake, James (	agent)	
	Last	First	Middle
MAILING ADDRESS:	Infinity Engineering Group	, LLC 1208 E. Kenne	edy Blvd., Suite 230
	Tampa	FL	33602
	City	State	Zip Code
PHONE / CELL:	(813)434-4770 (863)640-2	2615	
EMAIL:	james@iegroup.net		
If Applicant does NOT ov	vn the property:		
PROPERTY OWNER:	JDBS Winter Springs, Ll	_C	
	Last	First	Middle
MAILING ADDRESS:	14608 N Dale Mabry Hwy.		
	Tampa	FL	33618
	City	State	Zip Code
PHONE / CELL:	(813) 760-2621		
EMAIL:	bschultz@oceanbleugroup.com		
This request is for the proj	perty described below:		
PROJECT NAME:	Wendy's No. 12660		
LOCATION OR ADDRE	SS: Proposed Lot 2, part of Lot	4 and a part of Tract C	(sketch&description attached)
	Winter Springs	FL	32708
	City	State	Zip Code
DATE of Approval for FII	NAL ENGINEERING:		

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 ensure 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 286.0105, Florida Statutes.

City of Winter Springs Page 1

STEP ONE — Submit the Notarized Application, Email to: customerservice@winterspringsfl.org or In Person to the Community Development Office at the City of Winter Springs. Pay the Application Fee with a Credit Card over the phone (a convenience fee may apply) or In Person if you pay by check.

APPLICATION FEES (see below) plus any ACTUAL COSTS incurred for the City's REIMBURSEMENT for TECHNICAL and/or PROFESSIONAL SERVICES (including the City Attorney) which may be required in connection with this Application for Aesthetic Review (as documented based on accounting submitted to the City), due and payable prior to the City's issuing of a building permit.

MINOR (site LESS than 2 acres) \$ 300

MAJOR (site GREATER than 2 acres) \$ 600

MODIFICATION OF PREVIOUSLY APPROVED AESTHETIC REVIEW \$ 300

TOTAL DUE \$\_\_\_\_

**STEP TWO** – The staff will notify you when the Application meets approval. Next, submit the following items into ePlans Projectdox Plan Review System, see www.winterspringsfl.org for more details on ePlans ProjectDox submittals. (Sec 9-605):

	NOTARIZED	AUTHORIZA	ATION of	the Applicant
--	-----------	-----------	----------	---------------

☐ SITE PLAN;

☐ BUILDING ELEVATIONS (B&W) illustrating all sides of structures;

☐ COLOR RENDERING illustrating street view with landscaping at time of planting;

☐ ILLUSTRATIONS of all WALLS, FENCES, AND OTHER ACCESSORY STRUCTURES and indication of their height and the materials proposed for their construction;

□ SIGNAGE ELEVATIONS of proposed exterior permanent signs, outdoor advertising or other constructed elements other than habitable space, if any;

☐ 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.

# STEP THREE - The following items are to be delivered to the Community Development Office

#### (MAIL, UPS, FEDEX) A PAPER COPY OF ALL DRAWINGS:

Must be available for Public Inspection at the Community Development Office: One (1) set of 11x17 copies, PLUS One (1) pdf electronic copy

DURATION OF APPROVAL: Approvals for Aesthetic Review shall expire 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 during that time. Reasonable extensions may be granted by the Commission upon good cause 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 Section 9-603.

City of Winter Springs

#### INFORMATION FOR THE APPLICANT:

CONDUCT OF THE PUBLIC HEARING (CODE OF ORDINANCES, SECTION 9-603. (C)): During the Public Hearing, the APPLICANT may be present in person or by counsel, and the APPLICANT has the right to present evidence in support of the application and cross-examine adverse witnesses whose testimony is offered at the hearing.

The following CRITERIA will be considered by the City Commission:

- (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.

By submitting this application you hereby grant temporate subject property for purposes of evaluating this app	
***************	************
FOR USE WHEN APPLICANT <u>IS OWNER</u>	OF THE SUBJECT REAL PROPERTY:
This is to certify that I am the Owner in fee simple of s Administrative Decision for Board of Adjustment cons	ubject lands described within this Appeal of an ideration:
Signature of Owner	Problems
Sworn to and subscribed before me this	
day of20	Notary Public My Commission expires:
Personally Known Produced Identification:	
(Type) Did take an Oath Did Not take an Oath	
***************************************	
FOR USE WHEN APPLICANT IS NOT OWNED  I, JOSEPH DI GERLANDO, MGR.  OWNER  OWNER  Representative	do hereby, with my notarized signature, allow
OWNER LANDERCRAKE - INFINITUENGINEE	₩ to represent me in this Appeal of an
Representative  Administrative Decision related to my property.	
The property is identified as: Tax Parcel Number(s)	
	THE CONTRACT OF THE CONTRACT O
And as further identified on the Metes and Bound	ds description provided with this Application.
Signature of Owner(s)	Signature of Owner(s)
Sworn to and subscribed before me this  7 day of M 4 9 20 20.	Notary Public My Commission expires: 1/17/2021
Personally Known Produced Identification:	→ ARY PUE, JOSHUA C HORROCKS

JOSHUA C HORROCKS

(Type) \_\_\_\_ Did take an Oath

\_\_ Did Not take an Oath

# FINAL ENGINEERING PLANS FOR:



# WENDY'S STORE NO. 12660

1218 EAST STATE ROAD 434 WINTER SPRINGS, FL 32708

#### PROJECT TEAM

PROPERTY OWNER: JDBS WINTER SPRINGS LLC 10931 N DALE MABRY HIGHWA TAMPA, FLORIDA 33618-4112 PH: (813) 760-2621

SURVEYORS: ACCURIGHT SURVEYS OF ORLANDO INC. 2012 E ROBINSON STREET ORLANDO, FLORIDA 32803 PH: (407) 894-6314 EMAIL-ACCUBACCURIGHTSURVEYS.NET

ARCHITECT: HARTLEY + PURDY ARCHITECTURE, INC. 1711 N. HIMES AVE. TAMPA, FL 33607 PH: (813) 353-0035 CONTACT: MICHAEL MUROFF

CIVIL ENGINEER: INFINITY ENGINEERING GROUP, LLC 1208 EAST KENNEDY BOULEVARD SUITE 230 TAMPA, FLORIDA 33802 PH: (813) 434-4770 CONTACT: NISIT SAPPARKHAO

PROPERTY DEVELOPER:
JAE RESTAURANT GROUP LLC
1100 PARK CENTRAL BOULEVARD #3300
POMPANO BEACH, FLORIDA 33064 PH: (561) 997-6002 EXT. 131 EMAIL: SLUGO@JAERESTGROUP.COM





PARCEL ID: 06-21-31-507-0000-0020 SECTION: 6, TOWNSHIP: 21 S, RANGE: 31 E SEMINOLE COUNTY, FLORIDA



Suite 230 Tampa, Florida 33602 [p]: 813.434.4770 [f]: 813.445.4211 www.iegroup.net FL Cert. of Auth. No. 27889

GROUP, LLC

IEG JOB NO. 135-84.00



Digitally signed by Nisit Sapparkhao DN: c=US, cn=Nisit Sapparkhao, email=nisit@iegroup.net Date: 2020.01.03 11:48:19

DRAWING INDEX		
SHEET NO.	SHEET TITLE	
CS00.01	COVER SHEET	
C00.01	CIVIL SPECIFICATIONS	
C01.01	DEMOLITION PLAN	
C02.01	SITE PLAN	
C03.01	GRADING PLAN	
C04.01	UTILITY PLAN	
C05.01	EROSION & SEDIMENT CONTROL DETAILS	
C06.01	SWPPP GENERAL REQUIREMENTS	
C12.01	DETAILS	
C12.02	DETAILS	
C12.03	DETAILS	
LP-01	LANDSCAPE PLAN	
LP-02	LANDSCAPE DETAILS	
IR-01	IRRIGATION PLAN	
IR-02	IRRIGATION DETAILS	
PH01.01	PHOTOMETRIC PLAN	
1 OF 1	BOUNDARY AND TOPOGRAPHY SURVEY	

#### LEGAL DESCRIPTION

LOT 2, WSTC OCEAN BLEU, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8-PAGES 37-38 , PUBLIC RECORDS OF CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

#### NOTE



#### GENERAL NOTE

- ALL CONSTRUCTION SHALL BE EXECUTED AS SHOWN ON THESE PLANS, ANY REVISIONS AND/OR DEVATIONS MUST BE APPROVED BY THE ENGINEER OF RECORD AND MY RESULT AN DOTHORAL PERMITTING SEPTOR'S TRICOLLY HERE. RELEATED PERMITTING AGENCY. THE CONTRACTOR SHALL ACKNOWLEDGE THAT REVISIONS AND/OR DEVATIONS MAY RESULT IN ADDITIONAL PREMITTING REQUIREMENTS AND POSSIBLY AFFECT SCHEDULING OF WORK.
- UNLESS OTHERWISE NOTED ON PLANS, OR WITHIN THE PROJECT SPECIFICATIONS, ALL MATERIALS AND CONSTRUCTION ARE TO BE IN PERMITTING AGENCY HAVING JURISDICTION; THE LOCALLY ADOPTED BUILDING CODE; AND ALL APPLICABLE LOCAL AND STATE CODES AND ORDINANCES.
- THIS PARCEL OF LAND MAY BE SUBJECT TO ANY AND ALL RECORDED (AND POSSIBLY UNRECORDED) EASEMENTS, RESTRICTIONS, AND COVENANTS.
- PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION OF UTILITIES WITHIN THE LIMITS OF CONSTRUCTION, CALL AREA ONE CALL SYSTEM 48 HOURS PRIOR TO ANY
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT EXISTING PERMANENT SURVEY MONUMENTS AND BENCHMARKS FROM DISTURBANCE. SURVEY MONUMENTS DISTURBED BY CONSTRUCTION ARE TO BE REPLACED AND ADJUSTED VIA A LAND SURVEYOR REGISTERED IN THE STATE FOR WHICH THE PROJECT IS LOCATED.

- 10. IT IS NOT EXPECTED THAT HAZARDOUS MATERIALS WILL BE ENCOUNTEREING HOWEVER IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ASSET OF THE MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS WILL BE REMOVED BY OWNER HAZARDOUS MATERIALS WILL BE REMOVED BY OWNER UNDER A SEPARATE CONTRACT.

#### REGULATORY STANDARDS AND REQUIREMENTS

- COMPLY WITH ANSI A10.6, "SAFETY REQUIREMENTS FOR CONSTRUCTION AND
  OPPOSITION."
- COMPLY WITH NFPA 241, "SAFEGUARDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS."

#### DEMOLITION AND CLEARING

- DEMOLITION AND CLEARING OPERATIONS SHALL CONFORM TO APPLICABLE DEBRIS, BURNING OF DEBRIS ON SITE, AND USE OF HERBICIDES. DEMOLITION WASTE SHALL BE DISPOSED OF IN A LEGAL MANNER REMOVE
- HISTORIC ITEMS, RELICS, ANTIQUES, AND SIMILAR OBJECTS, INCLUDING, BUT NOT LIMITED TO CORNERSTONES AND THEIR CONTENTS, COMMEMORATIVE PLACUES AND TABLETS, AND OTHER TEMS OF INTEREST OF VALUE TO OWNER THAT MAY BE UNCOVERED DURING DEMOLITION REMAIN THE PROPERTY OF THE
- ARRANGE DEMOLITION SCHEDULE SO AS NOT TO INTERFERE WITH OWNER ON-SITE OPERATIONS OR OPERATIONS OF ADJACENT OCCUPIED BUILDING
- CONDUCT BUILDING DEMOLITION AND DEBRIS REMOVAL OPERATIONS TO ENSURE MINIMAM INTERFERENCE WITH ROADS, STREETS, WALKAWYS, AND OTHER ADMOCRATO OCCUPIED AND USED FACILITIES DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, WALKWAYS, OR OTHER ADMOCRATO OCCUPIED OR USED FACILITIES AND AUTHORITIES OF WITHOUT PERMISSION FROM OWNER, AND AUTHORITIES OF WITHOUT PE
- AUTHORITY FOR PERFORMING SITE CLEARING INDICATED ON PROPERTY ADJOINING OWNER'S PROPERTY MUST BE OSTAINED BY OWNER PRIOR TO COMMENCEMENT OF CLEARING. DO NOT PROCEED WITH WORK ON ADJOIN PROPERTY UNTIL DIRECTED BY ENGINEER.
- PRIOR TO COMMENCEMENT OF DEMOLITION OPERATIONS:

  a. VERIFY THAT HAZARDOUS MATERIALS, IF PRESENT, HAVE BEEN REMEDIATED

  b. REVIEW PROJECT RECORD DRAWINGS OF EXISTING BUILDING AND EXISTING
- SITE IMPROVEMENTS.
  INVENTORY AND RECORD THE CONDITION OF ITEMS TO BE REMOVED AND SALVAGED. TAKE DIGITAL PHOTOGRAPHS OR VIDEO OF PROJECT SITE AND SALVAGUEL TAKE UTALLEH PLOTOGRAPHS OR VIOLED OF PROJECTS HIS AND SURROUNDING PROPERTIES, INCLUDING EVISITING ITEMS TO REMAIN DURING CONSTRUCTION OPERATIONS, RECORD CONDITIONS THAT MIGHT BE MISCONSTRUCTED AS DAMAGE CAUSED BY SALVAGE OPERATIONS. d. CLEAN, PACK, IDENTEY, AND TRANSPORT SALVAGED ITEMS TO STORAGE MISCONSTRUCTED AS DEVALUES.
- GNATED BY OWNER. EFRIGERANT FROM THE MECHANICAL EQUIPMENT ACCORDING TO 40 CFR 82 AND REGULATIONS OF AUTHORITIES HAVING JURISDICTION
- 44 OF RE AND REGULATIONS OF AUTHORITIES INVINOU AURISICITION.

  CORDINATION AND AUTHORITIES INVINOU AURISICITION.

  CORDINATION AND AUTHORITIES FOR CREMIL SHIPPING AND OTHER AUTHORITIES INVINOU AURISICITION.

  OTHER AUTHORITIES INVINOU AURISICITION.

  MEASURES THAN AND AURISICITION.

  MEASURES ARE INVINOU AURIS AURI
- PRIOR TO COMMENCEMENT OF SITE CLEARING OPERATIONS, VERIFY THE FOLLOWING: a TFMPORARY EROSION AND SEDIMENT CONTROL MEASURES ARE IN PLACE
- AND IN WORKING ORDER.

  b. UTILITY LOCATOR SERVICE HAS DETERMINED AND FLAGGED THE LOCATION OF UNDERGROUND UTILITIES.

  c. EXISTING SITE IMPROVEMENTS AND UTILITIES TO REMAIN HAVE BEEN

- DISTURBANCE.

  ©. TREES AND VEGETATION TO REMAIN (OR TO BE RELOCATED) HAVE BEEN LOCATED AND CLEARLY FLAGGED IN ACCORDANCE WITH TREE PROTECTION AND TRIMMING REQUIREMENTS.

- 9. COORDINATE UTILITY DEMOLITION AND ABANDONMENT WITH UTILITY COMPANY
- 10. IN THE EVENT BUILDINGS IMMEDIATELY ADJACENT TO THE DEMOLITION AREA WILL BE OCCUPIED, CONDUCT SITE DEMOLITION SO OPERATIONS OF OCCUPIED BUILDINGS WILL NOT BE DISEIPPED. MAINTAIN ACCESS TO AND FROM EXISTING WALKWAYS, EXTS., AND OTHER FACILITIES USED BY OCCUPANTS OF ADJACENT BUILDINGS.
- ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, RAILINGS, CANDRES, AND COVERED PASSAGEWAYS, AS NECESSARY, AND AS REQUIRED BY AUTHORITIES HAVING JURISDICTION REMOVE TEMPORARY BARRIERS AND PROTECTIONS WHERE HAZARDS NO LONGER EXIST. WHERE O'FEN EXCAVATIONS OF OTHER HAZARDOUS CONDITIONS REMAIN, LEWE TEMPORARY
- PROTECT EXISTING UTILITIES FROM DAMAGE DURING DEMOLITION OPERATIONS IN OPERATION OF UTILITY SERVICES TO REMAIN. PROVIDE AT LEAST 72 NOTICE TO OCCUPANTS OF AFFECTED BUILDINGS IF SHUTDOWN OF
- IF REMOVAL RELOCATION, OR ABANDONMENT OF LITELTY SERVICES WILL AFFECT AD MCENT OCCUPIED BILLIDINGS, MINITARY CONTINUITY OF SERVICES ADJACENT BUILDINGS BY PROVIDING TEMPORARY UTLITES THAT BYPASS BUILDINGS AND STRUCTURES TO BE DEMOLISHED. TEMPORARY BYPASS SERVICES SHALL BE PROVIDED IN ACCORDANCE WITH UTILITY COMPANY OR AUTHORISTIES HAVING JURISDICTION.
- PREVENT UNEXPECTED MOVEMENT OR COLLAPSE OF EXISTING IMPRO-BEING DEMOLISHED, ALL SHORING OPERATIONS SHALL BE DESIGNED B LICENSED PROFESSIONAL AND INSTALLED PER OSHA REQUIREMENTS.
- DENOLITION OF STRUCTURAL FRAMING MEMBERS SHALL PROCEED SYSTEMATICALLY, FROM HIGHER TO LOWER LEVEL, COMPRIETE BUILDING DENOLITION GENERATIONS, AGENCY, EACH FOOR COST REST RESTORE DISTURBED SUPPORTING MEMBERS ON THE NEXT LOWER LEVEL. REMOVE DESIRES FROM LELEVALTE PORTIONS OF THE BUILDING BY CHUTE, HOST, OR OTHER DEVICE THAT WILL COMEY DESIRS TO GRADE LEVEL IN A CONTROLLED DESCORT.
- CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY BUILDING DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE BUILDING DEMOLITION OPERATIONS
- REMOVE OBSTRUCTIONS, TREES, SHRUBS, GRASS, AND OTHER VEGETATION TO PERMIT INSTALLATION OF NEW CONSTRUCTION. DO NOT REMOVE TREES SHRUBS, AND OTHER VEGETATION INDICATED TO REMAIN OR TO BE
- RELOCATED.

  LOUTIMING ROOTS AND BRANCHES OF TREES INDICATED TO REMAIN IN A CLEAN AND CAMEFUL MANNERS AND ONLY WHERE SUCH ROOTS AND BRANCHES OBSTRUCT IN STALL AND ON FAW CONSTRUCTION.

  CLEAR LINDERGROUTH AND DEALWOOD WITHOUT DETURBING DUBSOIL.

  CREAS THE AND REMOVER ROTOS. DESTRUCTIONS, AND CEBESS EXTENDING TO A DEFINE FLOW EXVOSED DIBEORAGE AS FOLLOWS:

  FOOTINGS, ASSER ON GRADE AND SOTTOM SLASS OF STRUCTURES. 36

- INCHES. RYADS AND PAVEMENT AREAS: 18 INCHES.

- ROADS AND PAYMENT AREAS: 18 PCHES
   AMERA TO BE CONSIGNED ON LANGEAUGHTED BYOMES.
   AMERA TO BE CONSIGNED ON LANGEAUGHTED BYOMES.
   LIEC COLL Y HAND METHODS FOR GRUBBING WITHIN TREE PROTECTION ZO
   LIEC COLL Y HAND METHODS BRANCHES AND DESCRIPTION OF GROWN DESCRIPTION OF THE PROTECTION OF CONTINUOUS CONTI

- REMOVE EXISTING ABOVE- AND BELOW-GRADE IMPROVEMENTS AS INDICATED NEMOVE EXISTING ABOVE- AND BELOW-GRADE MIRROVEMENTS AS NIOCATE!

  AND AS NECESSARY TO FAGILITATE NEW CONSTRUCTION REMOVE SLASS.

  PAVING, CURBS, GUTTERS, AND AGGREGATE BASE AS NIOCATED.

  UNESS EXISTING PALL DEPTH JOINTS CONCIDE WITH LIBE OF DEMOLITION,

  NEATLY SAW-CUT LENGTH OF EXISTING PAVEMENT TO REMAIN BEFORE

  REMOVINDE EXISTING PAVEMENTS. SAWCUT LALF ACES VERTICALLY.

  PAINT CUT EXIST OF STEEL REINFORCEMENT IN CONCRETE TO REMAIN TO

  PREVENT CORROSSORY.

- FIVOSIAL.

  REMOVE SURPLUS SOIL MATERIAL, UNSUITABLE TOPSOIL, OBSTRUCTIONS, DEMOLISHED MATERIALS, AND WASTE MATERIALS, INCLUDING TRASH AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

  REMOVE AND TRANSPORT DEBRIS AND RUBBISH IN A MANNER THAT WILL
- REMOVE AND TRANSPORT DEBRIS AND RUBBISH IN A MANNER THAT WILL PREVENT SPILLAGE ON STREETS OR ADJACENT AREAS. CLEAN UP SPILLAGE
- FROM STREETS AND ADJACENT AREAS. COMPLY WITH FEDERAL STATE AND LOCAL HAULING AND DISPOSAL.

TREE PROTECTION AND TRIMMING

- CUMB-1 WHIT FEBLUAR SHAPE AND THE REQUILATIONS.
  IS SEPARATE RECYCLABLE MATERIALS PRODUCED DURING SITE CLEARING FROM OTHER NON-RECYCLABLE STORE OR STOCKPLE WITHOUT INTERMIXING WITH OTHER MATERIALS AND TRANSPORT THEM TO RECYCLING

INSTALL TEMPORARY FENCING AROUND TREE PROTECTION ZONES TO PROTECT TREES AND VEGETATION DESIGNATED TO REMAIN FROM CONSTRUCTI
DAMAGE. MAINTAIN TEMPORARY FENCING AROUND TREE PROTECTION
AND REMOVE WHEN CONSTRUCTION IS COMPLETE.

DO NOT STORE CONSTRUCTION MATERIALS, DEBRIS, OR EXCAVATED MATERIAL INSIDE TREE PROTECTION ZONE; OR PERMIT VEHICLES OR POOT TRAFFIC WITHIN TREE PROTECTION ZONE; OR ALLOW FIRES WITHIN TREE PROTECTION ZONE.

MIXING, PLACING, OR STORING CONSTRUCTION MATERIALS; DAMAGE CAUSED BY PONDING, ERODING, OR EXCESSIVE WETTING FROM

UNLESS OTHERWISE INDICATED, DO NOT EXCAVATE WITHIN TREE PRI ZONES. WHERE EXCAVATION FOR NEW CONSTRUCTION IS UNAVOIDAL CLEAR AND EXCAVATE TO MINIMIZE DAMAGE TO ROOT SYSTEMS.

OOT SYSTEMS FROM THE FOLLOWING: ED BY RUNOFF OR SPILLAGE OF NOXIOUS MATERIALS WHILE

- SURVEYING LOCATIONS OF LINDERGROUND LITH ITIES FOR RECORD
- J. SURVEYING LOCALIUND OF UND-INVESTIGATION OF UND-INVESTIGATION OF UND ANNOYAGE.

  C. TESTING AND INSPECTING UNDERGROUND UTILITIES.

  d. REMOVING TRASH AND DEBRIS.

  C. REMOVING TRASH AND DEBRIS.

  T. REMOVING TRASH AND DEBRIS.

  S. INSTALLING PERMANENT OR TEMPORARY HORIZONTAL BRACING ON HORIZONTALLY SUPPORTED WALLS.
  - COMPACTION OF SOIL BACKELLS AND ELLS

  - CONTRACTOR SHALL PLACE BACKFILL AND FILL MATERIALS IN LAYERS NOT MORE THAN 8-INCHES IN LOOSE DEPTH FOR MATERIAL COMPACTED BY HE COMPACTION EQUIPMENT, AND NOT MORE THAN 4-INCHES IN LOOSE DEPT MATERIAL COMPACTED BY HAND-OPERATED TAMPERS.

  - COMPACT SOIL MATERIALS TO NOT LESS THAN THE PLAN SPECIFIED PERCENTAGES OF MAXIMUM DRY UNIT WEIGHT ACCORDING TO ASTM D 698 OR ASTM D 1557, (SEE CIVIL DETAILS FOR SUMMARY OF TRENCH BACKFILL AND BEDDING MATERIALS AND PLACEMENT SPECIFICATIONS).

WHERE UTILITY TRENCHES ARE UNAVOIDABLE WITHIN TREE PROTECTION

TREE PRUNING: PRUNE TREES ACCORDING TO ANSI A300 (PART 1), TREE SHRUB, AND OTHER WOODY PLANT MAINTENANCE - STANDARD PRACTIC

COMING FEATURES TO PREVENT AND COUNTROL SEDIMENT FLÜEN NOMM-FROM LEAVING THE CONSTRUCTION AREAS AND ENTERNING DISTRING STORMWATER FACILITIES AND SURFACE WATERS ADDITIONAL MEASURES BEYOND THOSE SOMM WITHIN THESE FLAVIS MAY BE NECESSARY DURING CONSTRUCTION, NOLUMBOR TEMPORATY POETATIVE MEASURES AND INSTALLATION OF OTHER SILT TRAPPING MEASURES.

THE CONTRACTOR IS REQUIRED TO ADJUST THE EROSION AND SEDIMENT CONTROLS AS INCESSARY AND AS SHOWN ON THE DRAWINGS. AND ADDITIONAL CONTROL MEASURES AS REQUIRED TO INSURE THE STEWEETS ALL FEDERAL, STATE AND LOCAL EROSION AND SEDIMENT CONTROL REQUIREMENTS.

TO DAY OPERATIONS; OR SOMEONE APPOINTED BY THE SUPERINTENDENT, AT LEAST EVERY OTHER WEEK AND FOLLOWING A STORM EVENT OF 0.5 INCHES OR

IN THE EVENT OF ANY UNFORESEEN CONDITIONS THAT ARE ENCOUNTERED AND NOT COVERED BY THESE NOTES DURING GRADING OPERATIONS, THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED FOR DIRECTION.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESS CUTS AND FILLS WITHIN THE LIMITS OF THIS PROJECT AND RELATED OFF-SI WORK 50.3 TO ESTABLISH THE DESIRED SUBGRADE, FINISH GRADES AND SLOPES SPECIFIED WITHIN THE PLANS.

ADEQUATE SHORING IS TO BE DESIGNED AND PROVIDED BY THE CONTRAC

ADEQUATE SHORNO IS TO BE DESIGNED AND PROVIDED BY THE CONTRA TO PREVENT UNDERMINNG OF ANY ADJACENT FEATURES OR FACILITIES ANDIOR CAVING OF THE EXCAVATION. ALL SHORING AND ASSOCIATED TEMPORARY STRUCTURES SHALL BE DESIGNED BY A LICENSED PROFESS AND INSTALLED PURSUANT TO OSHA REQUIREMENTS.

UNSATISFACTORY SOILS CONSIST OF SOIL CLASSIFICATION GROUPS ML, CL, CH, MH, CH, AND PT, CR A COMBINATION OF THESE GROUPS LIVISATISFACTORY SOILS ALSO NOLIDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 3 PERCENT OF OPTIMIUM MICHISTURE CONTENT AT TIME OF COMPACTION.

OF EXCESS YIELDING, DO NOT PROOF-ROLL WET OR SATURATED SUBGRADES.

a. COMPLETELY PROOF-ROLL SUBGRADE IN TWO DIRECTIONS, REPEATING
PROOF ROLLING IN DIRECTION PERPENDICULAR TO FIRST DIRECTION. LIMIT

PUMPING OR RUTTING, AS DETERMINED BY ENGINEER AND REPLACE WITH COMPACTED BACKFILL OR FILL AS DIRECTED.

VEHICLE SPEED TO 3 MPH,
PROOF-ROLL WITH A LOADED 10-WHEEL, TANDEM-AXLE DUMP TRUCK
WEIGHING NOT LESS THAN 15 TONS.

CATICEACTORY ONLY A STM D 2497 ONLY A SOCIETATION OROLIDO A

EARTHWORK

EROSION AND SEDIMENTATION

ZONES, TUNNEL UNDER OR AROUND ROOTS BY DRILLING, AUGER BORING, PIPE JACKING, OR DIGGING BY HAND. DO NOT CUT MAIN LATERAL ROOTS OR TAPROOTS.

- GENERAL: UNFORMLY ORACE AREAS TO A SMOOTH SURFACE. FREE OF IRREGULAR SURFACE CHANGES COMEY WITH COMPACTION REQUIREMENTS AND GRACE TO SAFE ALE DIMINICATE FOROSS-SECTIONS. LURSE, AND ER EVANOR INDICATED IN PLANS. PROVIDE A SMOOTH TRANSITION SETWEEN ADJACENT EXISTING GRACES AND NEW GRACES. OUT OUT 50°T SPOTTS, RILL LOW SPOTTS, AND TRAIN HORS STOTS TO COMEY WITH REQUIRES SURFACE TOLERANCES.
- PROMPTLY REPAIR TREES DAMAGED BY CONSTRUCTION OPERATIONS WITHIN 24 HOURS. TREAT DAMAGED TRUNKS, LIMBS, AND ROOTS ACCORDING TO ARBORIST'S WRITTEN INSTRUCTIONS. SITE ORADINO: SLODE ORADES TO DIRECT WATER AWAY FROM BUILDINGS AND SITE GRADING SLOPE GRACES TO DRECT WATER AWAY FROM BUILDINGS AN TO PREVENT FORMER, DRINNEN BUILDINGS AND TO REQUISED TO SECURITY OF THE FOLLOWING TOLERANCES.

  A LAWRING THE WINDER AREAS PLUS OR MINUS ONE (1) INCH.

  IN WALKES PLUS OR HINNES ONE (1) INCH.

  O ROWLAND FULL OR HINNES ONE (1) INCH.

  O ROWERINGTE NO INMUSI CIRCLAFT (1/2) INCH.

  OR ROWERINGTE NO INMUSI CIRCLAFT (1/2) INCH.

  OR ROWERINGTE NOT BUILDINGS AND THE STEED WITH A 10 FOOT STRAUGHTEDGE.

  - SUBBASE AND BASE COURSES: a. PLACE SUBBASE AND BASE COURSE ON SUBGRADES FREE OF MUD, FROST,
  - SNOW, OR ICE.

    PLACE SUBBASE AND BASE COURSE 6 INCHES OR LESS IN COMPACTED
    THICKNESS IN A SINGLE LAYER.

    PLACE SUBBASE AND BASE COURSE EXCEEDING 6 INCHES IN COMPACTED
  - COMPACT SUBBASE AND BASE COURSE AT OPTIMUM MOISTURE CONTENT TO

  - THE TESTING AGENCY WILL TEST COMPACTION OF SOILS IN PLACE ACCORDING TO ASTM D 1556, ASTM D 2167, ASTM D 2322, AND ASTM D 2397, AS APPLICABLE. TESTS WILL BE PERFORMED AT THE FOLLOWING LOCATIONS AND PREQUENCIES a. PAVED AND BUILDING SIAB AREAS: AT SUBGRADE AT EACH COMPACTED FILE. AND BACKFILL LAYER, AT LEAST 1 TEST FOR EVERY 10,000 SQ, FT. OR LESS OF PAVED AREA OR BUILDING SLAB, BUT IN NO CASE FEWER THAN 3 TESTS. FOUNDATION WALL BACKFILL: AT EACH COMPACTED BACKFILL LAYER, AT
  - LEAST 1 TEST FOR EACH 100 FEET OR LESS OF WALL LENGTH, BUT NO FEWER THAN 2 TESTS. TRENCH BACKFILL: AT EACH COMPACTED INITIAL AND FINAL BACKFILL LAYER AT LEAST 1 TEST FOR EACH 150 FEET OR LESS OF TRENCH LENGTH, BUT NO
  - IF THE TESTING AGENCY REPORTS THAT SUBGRADES, FILLS, OR BACKFILLS HAVE NOT ACHIEVED DEGREE OF COMPACTION SPECIFIED, SCARIFY AND
    MOISTEN OR AERATE, OR REMOVE AND REPLACE SOIL TO DEPTH REQUIRED;
    RECOMPACT AND RETEST UNTIL SPECIFIED COMPACTION IS OBTAINED.
  - ALL FIELD QUALITY CONTROL TESTS THAT FAIL TO MEET THE SPECIFIED COMPACTION DENSITY SHALL BE REPORTED TO THE ENGINEER.

#### **GENERAL UTILITY NOTES**

- THE CONTRACTOR SHALL COORDINATE WORK EFFORTS WITH THE OWNER TO MINIMIZE TRAFFIC INTERFERENCE AND OPERATIONS OF THE FACILITIES.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO PROTECT
  FXISTING PERMANENT SURVEYING MONUMENTS AND RENCHMARKS FROM
- EXISTING UTILITIES SHOWN HEREIN ARE BASED ON AVAILABLE RECORDS AND AREAS. THE ENGINEER SHALL BE NOTIFIED UPON DISCOVERY OF ANY DISCREPANCIES THAT WILL AFFECT INSTALLATION OF WORK OR DISCOVERY OF UNCHAPTED UTILITIES WHICH MAY REQUIRE RELOCATION, NOTIFICATION SHALL BE DONE IN A TIMELY MANNER.
- WHERE APPLICABLE, THE CONTRACTOR SHALL MAINTAIN ALL FENCING, SIGNS, DETOURS, FLAGMEN, SIGNALS, ETC., FOR ANY OPEN TRENCHES, HOLES OR PIT ALL TRENCHES, HOLES OR PITS SHALL BE CLOSED OR PROTECTED BY BARRICADES AT THE END OF THE DAY.
- PERMITS MAY BE REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY. THE
- THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS DURING CONSTRUCTION WHICH SHOW THE CONSTRUCTED CONDITIONS OF ALL WORK INSTALLED. SEE "AS-BUILT" REQUIREMENTS FOR ADDITIONAL INFORMATION.
- ALL VALVE BOXES, METER BOXES, VAULTS, CLEANOUTS, HOLE COVERS, FIRE HYDRANTS AND OTHER APPURTENANCES THAT ARE TO REMAIN IN SERVICE WITHIN THE PROJECT AREA SHALL BE ADJUSTED TO CONFORM TO FINISHED ORANGE.
- 10. AS-BUILT SURVEY: THE CONTRACTOR SHALL VERIFY WATER. SEWER, GAS. POWER, AND TELECOM BY PROVIDING AN "AS-BUILT" SURVEY OF CONSTRUCTED CONDITIONS FROM A LICENSED SURVEYOR REGISTERED IN THE STATE OF PROJECT LOCATION. THE "AS-BUILT" SURVEY SHALL IN CLUDE VERTICAL AND
- HORIZONTAL INFORMATION PERTAINING TO THE INSTALLATION OF THE UTILITY SYSTEMS. DATUM ELEVATION AND BENCHMARK LOCATIONS SHALL BE INDICATED. INFORMATION TO BE INCLUDED IS AS FOLLOWS:

  a. PIPE TYPE, SIZE. VOLTAGE (WHERE APPLICABLE) AND INVERT ELEVATIONS. LOCATION OF MANHOLE, VALVE, POST INDICATOR, FIRE HYDRANT, JUNCTION
- ELEVATIONS FOR MANHOLE. ELEVATIONS SHOULD INCLUDE RIM, BOTTOM, WEIR ELEVATION AND PIPE INVERTS.

#### STORM DRAINAGE

- UNLESS OTHERWISE SHOWN ON PLANS, ALL PVC PIPE AND FITTINGS SHALL
- ONFORM TO THE FOLLOWING:
  PVC SEWER PIPE AND FITTINGS, NPS 15-INCH AND SMALLER ASTM D 3034,
  SDR 35, WITH BELL-AND-SPIOT ENDS FOR GASKETED JOINTS USING ASTM F
- USING ASTM F 477, ELASTOMERIC SEALS. PIPE JOINTS SHALL BE WATER-TIGHT.
- UNLESS OTHERWISE SHOWN ON THE PLANS, ALL RENFORCED CONCRETE PPE AND FITTINGS SHALL CONFORM TO THE FOLLOWING. A STATUCT, WITH BELLANDS/SHOTO OR GROOVE AND TOMOUE ENDS AND GASKETED. JOINTS WITH ASTIM C 443 RUBBER CASKETS. B. RCP PPE SHALL BE LCALSS II, WALL BE CLASS II, WALL BC. LCASS II, WALL D. C. WHIGH LOCATED IN TRAFFIC AREAS WITH LESS THAN 2 FEET OF COVER, REP PPE SHALL BE CLASS II, WALL B.
- PIPE SHALL BE CLASS IV, WALL B.

  d. WHEN LOCATED UNDER AIRCRAFT RAMPS OR RAILROAD OPERATIONS, REP
  PIPE SHALL BE CLASS V, WALL B WITH O-RING JOINTS.

  e. PIPE CLASS SHALL BE CLEARLY "STAMPED" ON EACH SEGMENT OF REP PIPE
- PIPE JOINTS SHALL BE WATER-TIGHT.
- CONTRACTOR SHALL HANDLE AND STORE PIPE, FITTINGS, GASKETS, AND RELATED APPURTENANCES IN ACCORDANCE WITH MANUFACTURER'S WRITTEN RECOMMENDATIONS.
- CONTRACTOR SHALL HANDLE MANHOLES. DROP INLETS, CURB INLETS, PIPE END COMPONENTS AND RELATED APPURTENANCES ACCORDING TO MANUFACTURER'S WRITTEN RIGGING INSTRUCTIONS.
- PVC PLASTIC PIPE AND FITTINGS SHALL NOT BE STORED IN DIRECT SUNLIGHT ALL PIPE FITTINGS. GASKETS. AND SEALS SHALL BE PROTECTED FROM DIRT
- ALL STORM SEWER LINES SHALL BE TELEVISED AND THE VIDEO REPORTS
- LLSTORM SEWER LINES SHALL BE TELEVISED AND THE VIDEO REPORTS
  UBBIITTED TO THE ENGINEER FOR REVIEW.

  VIDEO REPORTS ARE TO BE SUBMITTED ON CO-ROM OR DVO COMPACT DISKS.

  ALL LINES MUST BE FLUSHED AND CLEANED WITH POTABLE WATER PRIOR TO
- TELEVISING.

  (PUMPED DOWN) BELOW THE LOWEST PIPE ENTRANCE INVERT.

  (JUDEO REPORTS WILL BE USED TO VIEW THE CONDITION OF THE STORM.
- SEWER PIPE PRIOR TO ACCEPTANCE. WORKMANSHIP AND CLEANLINESS OF THE INSTALLATION WILL BE CHECKED. AS-BUILT SURVEY: THE CONTRACTOR SHALL VERIFY STORM SEWER IMPROVEMENTS ALIGNMENT BY PROVIDING AN "AS-BUILT" SURVEY OF CONSTRUCTED CONDITIONS FROM A LICENSED SURVEYOR REGISTER! STATE OF PROJECT LOCATION. THE "AS-BUILT" SURVEY SHALL INCLUDE VERTICAL AND HORIZONTAL INFORMATION PERTAINING TO THE INSTALLATION OF THE STORM SEWER SYSTEM PIPING AND STRUCTURES. DATUM ELEVATION AND BENCHMARK LOCATIONS SHALL BE INDICATED. INFORMATION TO BE
- AND BEN-MAMRY LOCATIONS SHALL BE INDICATED. INFORMATION TO BE INCLUDED IS A FOLLOWS:

  a. PIPE TYPE, SIZE. AND INVEST ELEVATIONS.

  b. MAHNICUE, EIDOR INET, CURB INLET, VARD DRAIN, AND POIND CONTROL STRUCTURE LOCATIONS WITH ELEVATIONS OF BOTTOM, RING OR GRATE ELEVATIONS SHOULD STRUCTURE SHOW IN FORMATION ON ALL FLOW CONTROL STRUCTURES: SHOW INFORMATION ON ALL FLOW CONTROL APPLIETEMANCES AND CUTTER PIPMID.

#### ASPHALT PAVING

- THE CONTRACTOR IS TO PROVIDE BARRICADES, SIGNS, FLASHERS, AND FLAG PERSONNEL AS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION IS TO CONFORM TO THE "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES: LATEST EDITION.
- ALL ASPIALT PAYMO MATERIALS, WORKMANSHIP, AND INSTALLATION REQUIREMENTS SHALL COMEY WITH THE STRANGARD SEPECIPATIONS OF THE STATE OF EXPANIBLE TO FIRMSPORTATION (D. 0.7) FOR THE STATE WHICH THE WORK OCCURS WITH SOME EXCUSIONS. THE OID THAM PAYMENT PROCEDURE AND SAFETY REQUIREMENTS SHALL GENERALLY NOT APPLY.

  2. CARRIES AGRICANTE FIRM SORGERED AND MIRERAL PLEIFER IN ACCORDINATE WITH D. IT MATERIAL STANDARDS AND ASSOCIATED
- CONSTRUCTION SPECIFICATIONS.
  ASPHALT BINDER, ASPHALT CEMENT, PRIME COAT, AND TACK COAT: IN
  ACCORDANCE WITH D.O.T. MATERIAL STANDARDS AND ASSOCIATED
  CONSTRUCTION SPECIFICATIONS
- CONSTRUCTION SPECIFICATIONS.

  JOINT SEALANT, ASTIM 9899 OR AASHTO M 324. TYPE ILOR III, HOT APPLIED, SINGLE COMPONENT, POLYMER-MODIFIED BITUMINOUS SEALANT.

  d. PAVEMENT-MARKINO PINNT: IN ACCORDANCE WITH D.T. MATERIAL TO STANDARDS AND ASSOCIATED CONSTRUCTION SPECIFICATIONS. COLORS AS
- DO NOT APPLY ASPHALT MATERIALS IF SUBGRADE IS FROZEN, WET, OR EXCESSIVELY DAMP; OR IF RAIN IS IMMINENT OR EXPECTED BEFORE TIME REQUIRED FOR ADEQUATE CURE. APPLY ONLY AT D.O.T. RECOMMENDED SURFACE TEMPERATURE.

- Bild ALE ISSUE MONITORINGS IN METALLATION TOLERANCES A PAREMENT THOOLESS THE AVERAGE OF THE MEASURED THOOLESS OF THE PAREMENT LARGE SHALL MEET OR EXCEED THE REQUIRED THOOLESS FOR THOSE LAYER, AND THE MINIMAL THOOLESS IN ANY ONE AREA SHALL NOT THE LESS THAN 15 MINIMAL THOOLESS IN ANY ONE AREA SHALL NOT THOUSE AND THOSE AND TH
- MARKING PANT MEETING THE DOT MATERIAL REQUIREMENTS. ALLOW PAVING TO AGE FOR 30 DAYS BEFORE STARTING PAVEMENT MARKING, PROCEED VYIT PAVEMENT MARKING ONLY ON CLEAN, DRY SURFACES. SWEEP AND CLEAN SURFACE TO ELIMINATE LOOSE MATERIAL AND DUST. APPLY PAINT WITH MECHANICAL EQUIPMENT TO PRODUCE PAVEMENT MARKINGS, OF DIMENSIONS AND COLORS INDICATED, WITH UNIFORM, STRAIGHT EDGES. APPLY AT MANUFACTURER'S RECOMMENDED RATES TO PROVIDE A MINIMUM WET FILM THICKNESS OF 15 MILS AND ONLY AT MANUFACTURER'S RECOMMENDED AMBIENT AND SURFACE TEMPERATURES.

#### AS-BUILT SURVEY

- UPON COMPLETION OF THE WORK, THE SITE WORK SUB-CONTRACTOR SHALL RETNAT HE SERVICES OF A PROFESSIONAL LAND SURVEYOR TO PERFORM AN AS-BUILT SURVEY. THE "AS-BUILT SURVEY SHALL INCLUDE LOCATION AND ELEVATION DATA FOR ALL CONSTRUCTED IMPROVIMENTS. SPECIFIC PROFESSIONAL LOUGED IN THE SURVEY SHALL BLAS FOLLOWS:

  a ALL PAVEMENT SURFACES INCLUDING CURBS, WALKS, RAMPS, PAOS, ETC.

  ALL SANTARY SEWER

- ALL STORM SEWER

  ALL STORM DETENTION, RETENTION, AND WATER QUALITY POND GRA

- 1. ALL STORM DETENTION, RETENTION, AND WATER QUALITY PON-EMBANDMENT AND JAWN AREA GRADE IN-BULDING COMPRET LOCATIONS BULDING COMPRET LOCATIONS BULDING COMPRET LOCATIONS WATER, GAS, BURED ELECTRIC AND BURIED TELECOM LINES LIGHT FOLE LOCATIONS STRIPING AND PAYEMENT MARKINGS TREE LOCATIONS WITH SIZE AND SPECIES

#### PUBLIC WORKS NOTES:

ALL ROLL OFF CONSTRUCTION DUMPSTER'S SHALL BE FURNISHED BY WASTE PRO, PER THE CITY'S SOLID WASTE FRANCHISE AGREEMENT.

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- 2. NO CONSTRUCTION EQUIPMENT OPERATION BETWEEN 10 PM AND 7 AM. PER THE CITY NOISE ORDINANCE.
- 3. ALL SANITARY AND STORM PIPING SYSTEMS SHALL BE VIDEO INSPECTED PRIOR
- A COPY OF THE VIDEO AND REPORT ARE TO BE PROVIDED TO THE CITY FOR REVIEW.
- 6. A MINIMUM OF 48 HOURS NOTICE IS REQUIRED PRIOR TO ALL INSPECTIONS THIS PARCEL'S SHARE OF THE ARBOR MITIGATION FEE WILL BE REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY.









1208 East Kennedy Boulevan

Nisit Sapparkh DN: c=US, cn= Sapparkhao, email=nisit@ n net

SPECIFICATIONS 팅

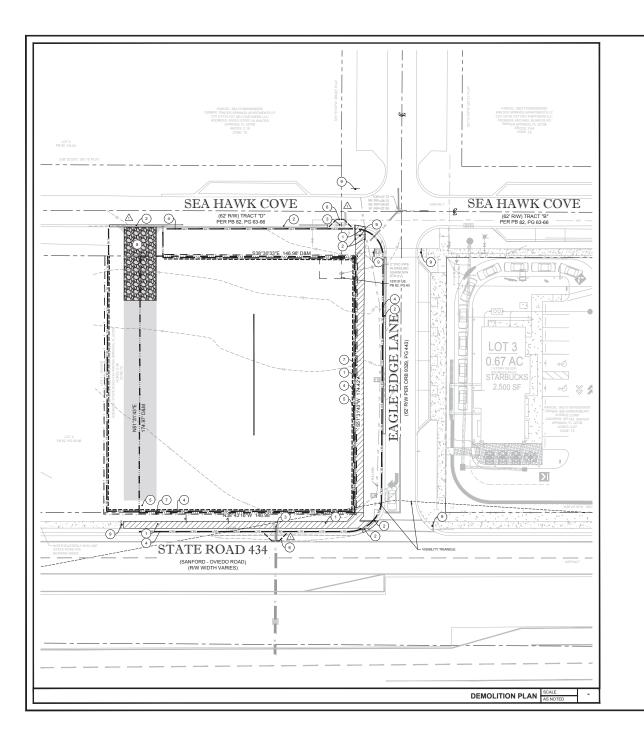
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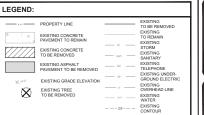




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## DEMOLITION NOTES:

- CONTRACTOR TO DEMOLISH AND REMOVE ALL IMPROVEMENTS WITHIN LIMITS OF DEMOLITION SHOWN LINESS OTHERWISE NOTED.
- CONTRACTOR TO ESTABLISH AND PROPERLY FLAG PROPERTY LINES PRIOR TO DEMOLITION.
- ALL ABOVE AND BELOW GROUND HARDWARE, EQUIPMENT AND MATERIALS TO BE DISPOSED OF IN ACCORDANCE WITH LOCAL MUNICIPALITY REQUIREMENTS.
- UTILITIES TO BE PLUGGED SHALL BE FILLED WITH A MINIMUM 1.0 CUBIC FT. OF NON SHRINK GROUT OR AS OTHERWISE APPROVED BY ENGINEER.
- TREES SHOWN TO REMAIN SHALL MAINTAIN PROTECTIVE BARRIERS DURING DEMOLITION. THESE BARRIERS SHALL BE IN ACCORDANCE WITH CURRENT LOCAL MUNICIPALITY STANDARDS.
- THE CONTRACTOR SHALL COORDINATE THE REMOVAL OF EXISTING UTILITIES WITH THE OWNER OF SAID UTILITY. THIS SHALL INCLUDE BUT NOT BE LIMITED TO WATER, SEWER, GAS, CABLE TV, POWER AND TELEPHONE.
- THE CONTRACTOR SHALL UTILIZE SUITABLE EROSION CONTROL DURING DEMOLITION, SEE "EROSION & SEDIMENT CONTROL DETAILS" ON SHEET C5.01.
- THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES PRIOR TO DEMOLITION AND WILL BE RESPONSIBLE FOR THE DAMAGE OF ANY ON-SITE OR OFF-SITE UTILITIES THAT ARE NOT A PART OF THIS PROJECT OR ARE NOT IDENTIFIED TO BE REMOVED.

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- ALL DISTURBED AREA WITH THE RIGHT OF WAY WILL BE RESTORED TO ORIGINAL OR BETTER CONDITION BY GRADING AND SODDING THE AREA DISTURBED.
- THE CONTRACTOR SHALL REFER TO FDOT INDEX 800 1-12, 602, 603, AND 606 FOR CONSTRUCTION OF STREETSIDE PARKING ON SEAHAWK COVE AND EAGLE EDGE LANE.

	KEYED	NOTES:
	1	EXISTING CONCRETE SIDEWALK AND RAMPS TO BE SAWCUT AND REMOVED.
	2	EXISTING CONCRETE CURB TO BE SAWCUT AND REMOVED.
	3	EXISTING STORM DRAIN STRUCTURE TO REMAIN.
	4	EROSION CONTROL / SILT FENCE.
_	5	LIMITS OF DEMOLITION.
Z1\	6	CONTRACTOR TO PROVIDE INLET PROTECTION MEASURE TO PREVENT SEDIMENT FROM ENTERING INLET.
	7	6' FENCE WITH GREEN OR BLACK OPAQUE FABRIC.
	8	CONSTRUCTION ENTRANCE
	(9)	SIDEWALK CLOSED SIGN, PER FDOT.







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POMPANO BEACH, FL 33064

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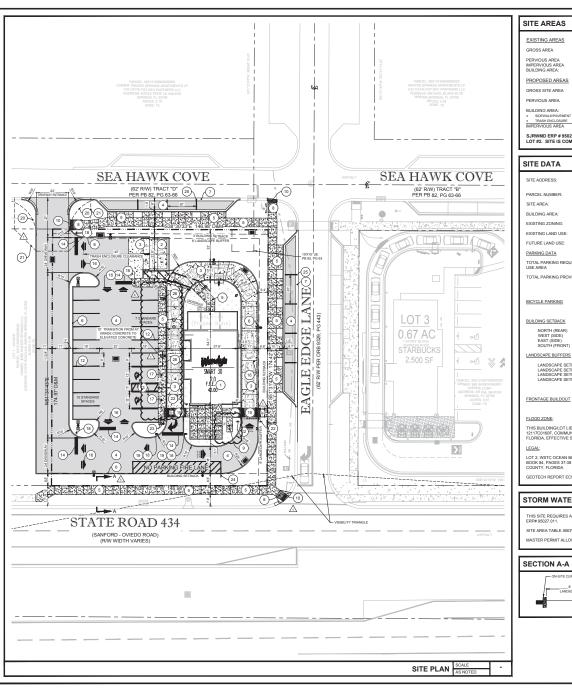
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WENDY'S

DY'S STORE NO. 12: 1218 EAST STATE FOAD 64: WINTER SPRINGS, FL 32708
DEMOLITION PLAN

Sheet Tite

Toject No. 135-84.00 Sheet COLO1 08/28/19 COLO1 AS NOTED



#### SITE AREAS EXISTING AREAS SF / ACRE PERCENT GROSS AREA = 25,677 SF / 0.59 AC 25,677 SF / 0.59 AC 0 SF / 0.00 AC 0 SF / 0.00 AC BUILDING AREA PROPOSED AREAS GROSS SITE AREA DEDVIOUS AREA 5.957 SF / 0.14 AC 23.20% BUILDING AREA: 16,924 SF / 0.39 AC

## SJRWMD ERP # 95027-011 ALLOWS FOR 80% IMPERVIOUS AREA ON LOT #2. SITE IS COMPLIANT WITH MASTER DRAINAGE CALCULATIONS.

#### SITE DATA SITE ADDRESS: Δ PARCEL NUMBER 06-21-31-507-0000-0020 SITE AREA: 0.59 ACRES / 25,677 SQ FT BUILDING AREA: 2,163 SQ FT EXISTING LAND USE T-5 TOWN CENTER DISTRICT Δ FUTURE LAND USE: TOWN CENTER DISTRICT PARKING DATA TOTAL PARKING REQUIRED: USE AREA I SPACES PER /100 SF SF = 6 SPACES TOTAL PARKING PROVIDED: ON-STREET PARKING = 9 SPACES STANDARD PARKING = 17 SPACES HANDICAP PARKING = 2 SPACES TOTAL PARKING = 28 SPACES

BICYCLE PARKING	REQUIRED	PROVIDED
	NO SPECIFICATIONS	4 SPACES
BUILDING SETBACK	REQUIRED	PROVIDED
NORTH (REAR) WEST (SIDE) EAST (SIDE) SOUTH (FRONT)	= 3 FT = 0 FT = 0 - 24 FT = 0 - 8 FT	= 56 FT(BUILDING) = 66 FT(BUILDING) = 20 FT = 54.6 FT
LANDSCAPE BUFFERS	REQUIRED	PROVIDED
LANDSCAPE SETBACK NORTH	= 6 FT	= 6 FT

LANDSCAPE SETBACK LANDSCAPE SETBACK LANDSCAPE SETBACK	WEST	= 6 FT = 6 FT = 0 FT	= 6 FT = 0 FT = 8 FT	<u>^</u>	
ITAGE BUILDOUT		REQUIRED	PROVIDED		

THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO, 12117C0160F, COMMUNITY NO, 120295, CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA, EFFECTIVE SEPTEMBER 28, 2007,

LOT 2, WSTC OCEAN BLEU, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 84, PAGES 37-38, PUBLIC RECORDS OF CITY OF WINTER SPRINGS, SEMINOLE COUNTY, FLORIDA

GEOTECH REPORT ECS FLORIDA 05/02/19

## STORM WATER NOTE:

THIS SITE REQUIRES A MODIFICATION TO THE MASTER ERP FROM THE SJRWMD. ERPW 95027.011.

MASTER PERMIT ALLOWS FOR 80% IMPERVIOUS SITE PROPOSES 76.8% < 80%

## SECTION A-A NUSITE CLIRR & PAVEMENT

## SITE PLAN GENERAL NOTES

PAVEMENT

EXISTING CONCRETE PAVEMENT TO REMAIN

PROPOSED CONCRETE LESS THAN 6

PROPOSED LANDSCAP

LEGEND:

- ALL DIMENSIONS SHOWN ARE TO FACE OF CURB. BUILDING DIMENSIONS ARE TO FACE OF BUILDING.
- EXISTING IMPROVEMENTS SHOWN ARE TAKEN FROM BOUNDARY & TOPOGRAPHIC SURVEY.
- BUILDING AND SIDEWALK DIMENSIONS ARE TO OUTSIDE EDGE OF WALL
- ALL TIES TO THE PROPERTY LINE ARE BASED ON THE BOUNDARY & TOPOGRAPHIC SURVEY.
- 5. ALL CURB RADIUS ARE 3' UNLESS OTHERWISE NOTED

#### LANDSCAPE NOTE:

- CONTRACTOR TO RE-GRADE SURROUNDING GRADE ELEVATION AND RE-SOD AS NEED TO MEET PROPOSED TOP OF SIDEWALK ELEVATIONS.
- CONTRACTOR SHALL TIE INTO EXISTING IRRIGATION SYSTEM AND EXTEND NEW DRIP IRRIGATION AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.

#### KEYED NOTES:

RETED NOTES:							
1	NEW BUILDING (SEE ARCHITECTURAL DRAWINGS)						
2	NEW DOUBLE MASONRY TRASH ENCLOSURE FINISHED TO MATCH THE BUILDING (SEE ARCHITECTURAL DRAWING)						
3	NEW 6" CONCRETE PAVEMENT. SEE DETAILS, SHEET C12.01.						
4	NEW ASPHALT PAVEMENT. SEE DETAILS, SHEET C12.01.						
5	NEW 4" CONCRETE SIDEWALK, SEE PLAN FOR WIDTH. SEE DETAILS, SHEET C12.01.						
6	NEW 6" X 18" VERTICAL CURB, 3-FOOT CURB TRANSITION AT PATHWAYS. SEE DETAILS, SHEET C12.01.						
7	NEW "VALLEY" CURB. SEE DETAILS, SHEET C12.01.						
8	NEW ADA RAMP. SEE DETAILS, SHEET C12.01.						
9	NEW 2-STALL BICYCLE RACK. SEE DETAILS, SHEET C12.01. (TYPICAL OF 2)						
10	NEW DETECTABLE WARNING. SEE DETAILS, SHEET C12.01.						
11	NEW AREA LIGHT POLE. SEE ELECTRICAL SITE PLANS.						
12	NEW 6-INCH "WHITE" PARKING/AISLE STRIPE (CONTINUOUS PAINT)						
13	HANDICAP PARKING SPACES AND ACCESS AISLE TO BE SIGNED AND MARKED. SEE DETAILS, SHEET C12.01.						
14	NEW 24-INCH "WHITE" STOP BAR (CONTINUOUS PAINT)						
15	6-FOOT WIDE PAVER CROSSWALK, 12-INCH "WHITE" STRIPE @ 36" O.C. (CONTINUOUS PAINT)						

17 DETAILS, SHEET C12.02.

(18) NEW 30" R1-1 "STOP" SIGN (TYPICAL OF 5). SEE DETAILS, SHEET C12.02. (19)

NEW "WHITE" DIRECTIONAL ARROW (CONTINUOUS PAINT) (TYPICAL OF 15).

20 25' RADIUS CLEAR ZONE (21) SITE VISIBILITY TRIANGLE

(16)

Δ

(22)

NEW 6" BOLLARD(S) (TYPICAL OF 6). SEE DETAIL, SHEET C12.02.

24 NEW 12"x18" "NO PARKING FIRE LANE" SIGN (TYPICAL OF 1).

26 NEW STANDARD WENDY'S SAFETY HANDRAIL. SEE DETAILS, SHEET C12.03.



PROPOSED PAVEMENT

EXISTING TO REMAIN EXISTING GAS

EXISTING TELEPHONE EXISTING UNDER-GROUND ELECTRIC

OVERHEAD LINE

— EXISTING WATER

---- EXISTING CONTOUR





INFINITY ENGINEERING GROUP, LLC 1208 East Ken



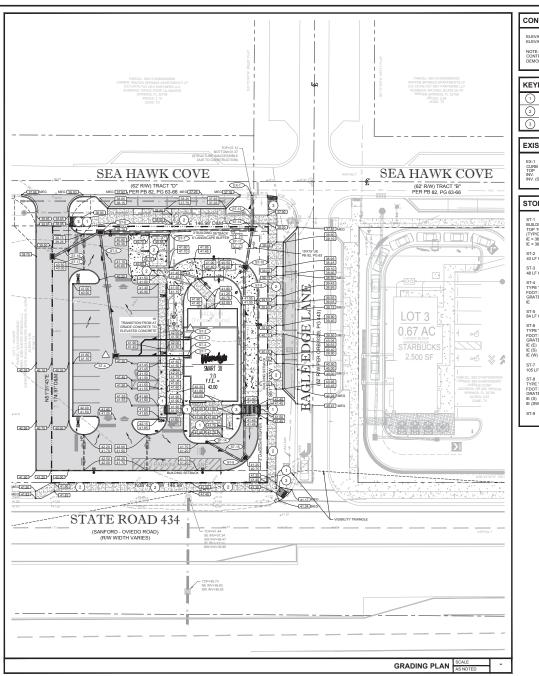
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WENDY'S

C02.01



#### CONTROL BENCHMARKS

ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK #4733701, HAVING AN ELEVATION OF 44.4500 FEET, (NAVD 88).

NOTE:
CONTRACTOR TO ESTABLISH CONTROL BENCHMARKS BEYOND LIMITS OF DEMOLITION PRIOR TO CONSTRUCTION.

#### KEYED NOTES:

1	SURFACE SLOPES NOT TO EXCEED 2.00% ALL DIRECTIONS.
2	SURFACE SLOPES NOT TO EXCEED 5.00% RUNNING AND 2.00% CROSS SLOPES.
(3)	SURFACE SLOPES NOT TO EXCEED 8.33% RUNNING AND 2.00% CROSS SLOPES.

#### EXISTING STORM STRUCTURE/PIPING DATA

CURB INLET TOP = 37.12 INV. = 31.37 INV. (S) = 31.62 (18")

#### STORM STRUCTURE/PIPING DATA

BUILDING DOWNSPOUT/CLEANOUT TOP TO BE SET AT GRADE (TYPICAL OF 2) IE = 36.69 IE = 38.80

130 LF OF 15" HDPE @ 3.5% SLOPE ST-10 TYPE "C" CATCH BASIN FDOT INDEX NO. 232 GRATE = 40.00 IE (N) = 33.00 (15") IE (S) = 33.00 (15") ST-2 43 LF OF 8" PVC @ 1.00% SLOPE ST-11 28 LF OF 15" HDPE @ 2.7% SLOPE

ST-12 TYPE "C" CATCH BASIN FDOT INDEX NO. 232 GRATE = 38.10 IE (N) = 32.90 (18") IE (S) = 32.25 (15") IE (W) = 32.25 (15")

ST-14 YARD DRAIN 12" ADS GRATE = 41.65 IE (S) = 38.50 (12")

ST-17 TYPE "C" CATCH BASIN FDOT INDEX NO. 232

GRATE = 38.50 IE (E) = 35.50 (15\*)

ST-13 24 LF OF 18" HDPE @ 1.6% SLOPE

ST-15 28 LF OF 8" HDPE @ 0.89% SLOPE

ST-16 35 LF OF 15" HDPE @ 1.4% SLOPE

ST-3 48 LF OF 8" PVC @ 1.00% SLOPE ST-4 TYPE "C" CATCH BASIN FDOT INDEX NO. 232 GRATE = 41.00 IE = 35.90 Δ

ST-5 84 LF OF 15" HDPE @ 1.00% SLOPE ST-6 TYPE "C" CATCH BASIN

FDOT INDEX NO. 232 GRATE = 39.10 IE (E) = 34.98 (15°) IE (S) = 35.08 (15°) IE (W) = 35.00 (15°)

ST-7 105 LF OF 15" HDPE @ 2.6% SLOPE

ST-8
TYPE "C" CATCH BASIN
FDOT INDEX NO. 232
GRATE = 40.70
IE (S) = 37.65
IE (SW) = 38.25

#### TYP TYPICAL CLEANOUT INVERT ELEVATION SUMP ELEVATION EXISTING ELEVATION 10.00 PROPOSED PAVEMENT ELEVATION 10.50 TOP OF SIDEWALK/CURB EDGE OF PAVEMENT DITCH BOTTOM INLET CURR INLET FINISH FLOOR ELEVATION REINFORCED CONCRETE PIPE STORM SEWER STRUCTURE NUMBER (ST-23) ■ EROSION CONTROL EROSION CON MATCH EXISTING GRADE MEG BUILDING DOWN SPOUT 12" OR GREATER STORMWATER PIPE LESS THAN 12" STORMWATER PIPE PROPOSED SURFACE STORMWATER FLOW DIRECTION OF PIPE FLOW -29- PROPOSED CONTOUR ------ PROPERTY LINE EXISTING CONCRETE PAVEMENT TO REMAIL PROPOSED CONCRETE LESS THAN 6"

ELEVATION

LEGEND

## **EROSION CONTROL MEASURE NOTES:**

REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AS NEEDED AND MUST REMAIN INTACT THROUGHOUT CONSTRUCTION. FAILURE TO INSTALL OR PROPERLY MAINTAIN THESE BARRICADES WILL RESULT IN EMFORCEMENT ACTION WHICH MAY INCLUDE CITATIONS, AND INTINATION OF CIVIL PENALTY PROCEDURES.

PROPOSED CONCRETE PAVEMENT 6" OR GREATER

PROPOSED ASPHALT

(SOD GROUNDCOVER

PROPOSED PAVEMENT

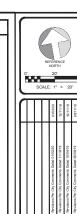
EXISTING TO REMAIN

#### **PAVING AND GRADING GENERAL NOTES**

- SEE GENERAL NOTES SHEET FOR EROSION AND SILTATION CONTROL ALONG WITH GENERAL NOTES.
- 2. SEE SITE PLAN SHEET FOR SITE DATA.
- SEE BOUNDARY & TOPOGRAPHIC SURVEY FOR TEMPORARY BENCH MARK (TBM) LOCATIONS.
- THE CONTRACTOR SHALL MEET ALL REQUIREMENTS FOR LOCAL MUNICIPALITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION WITH REGARD TO IMPROVEMENTS WITHIN THEIR RESPECTIVE RIGHTS-OF-WAY.
- 5. ALL DISTURBED AREAS WITHIN RIGHTS-OF-WAY TO BE RETURNED TO MATCH EXISTING CONDITION.
- 6. ALL CLEANOUT TOP ELEVATION SHALL MATCH FINISH GRADE ELEVATIONS
- CONTRACTOR SHALL INSTALL EROSION CONTROL SILT FENCE AROUND THE PERIMETER OF THE SITE AND MUST MAINTAIN THE SILT FENCE IN GOOD REPAIR UNTIL ALL CONSTRUCTION IS COMPLETE AND THE AREA IS STABILIZED.
- THE CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO ANY CONSTRUCTION IF ANY PROBLEMS OR DISCREPANCIES EXIST.

## ADA ACCESSIBILITY NOTES

- ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
- AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESS ROUTE SHALL BE A MINIMUM OF 48" VIME. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
- SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS), NO RAMP SHALL EXCEED AN 6% RUNNING SLOPE OR 2% CROSS SLOPE.
- 4. IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALK/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
- ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY, ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVIAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.





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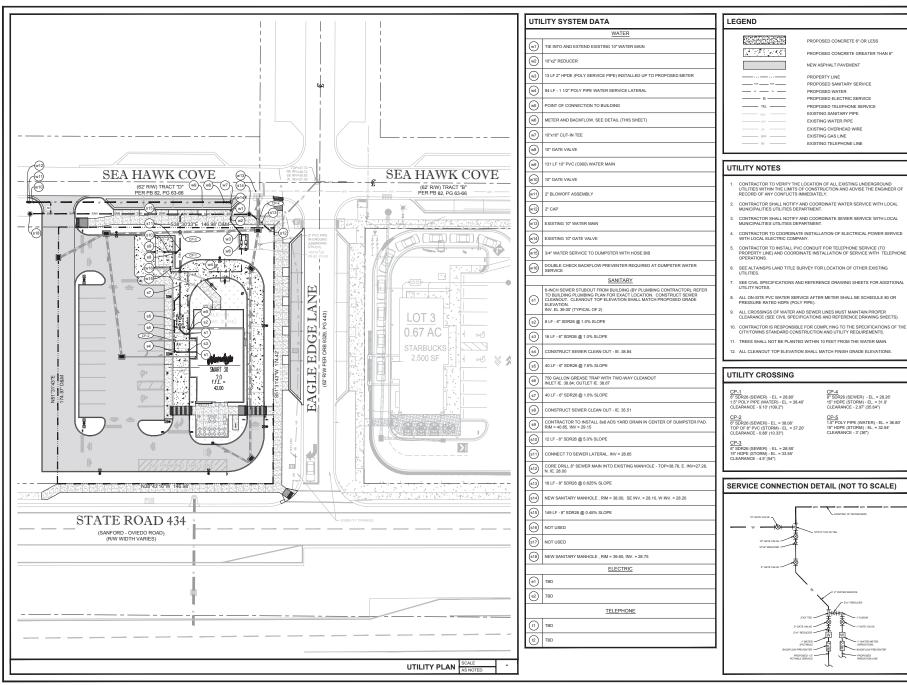
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GRADING

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PROPOSED CONCRETE 6" OR LESS

PROPOSED CONCRETE GREATER THAN 6"

NEW ASPHALT PAVEMENT

PROPOSED SANITARY SERVICE PROPOSED WATER PROPOSED ELECTRIC SERVICE

PROPOSED TELEPHONE SERVICE EXISTING SANITARY PIPE EXISTING WATER PIPE

EXISTING GAS LINE EXISTING TELEPHONE LINE

EXISTING OVERHEAD WIRE

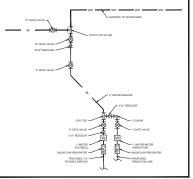
- CONTRACTOR TO VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF CONSTRUCTION AND ADVISE THE ENGINEER OF RECORD OF ANY CONFLICTS IMMEDIATELY.
- CONTRACTOR SHALL NOTIFY AND COORDINATE WATER SERVICE WITH LOCAL MUNICIPALITIES UTILITIES DEPARTMENT.
- CONTRACTOR SHALL NOTIFY AND COORDINATE SEWER SERVICE WITH LOCAL MUNICIPALITIES UTILITIES DEPARTMENT.
- CONTRACTOR TO COORDINATE INSTALLATION OF ELECTRICAL POWER SERVICE WITH LOCAL ELECTRIC COMPANY.

- CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE CITY/TOWNS STANDARD CONSTRUCTION AND UTILITY REQUIREMENTS.
- 12. ALL CLEANOUT TOP ELEVATION SHALL MATCH FINISH GRADE ELEVATIONS

CP-4 8" SDR28 (SEWER) - EL. = 28.26' 15" HDPE (STORM) - EL. = 31.9' CLEARANCE - 2.97' (35.64")

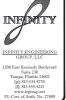
CP-5 1.5" POLY PIPE (WATER) - EL. = 38.80' 15" HDPE (STORM) - EL. = 32.54' CLEARANCE - 3' (38")

### SERVICE CONNECTION DETAIL (NOT TO SCALE)







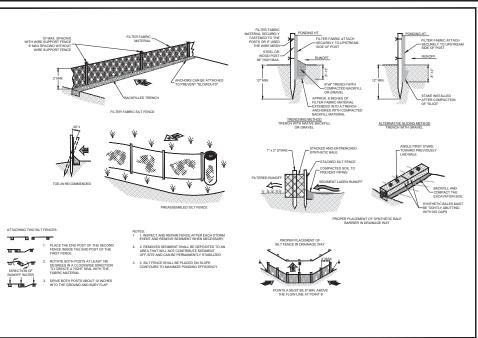


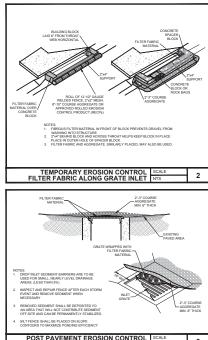
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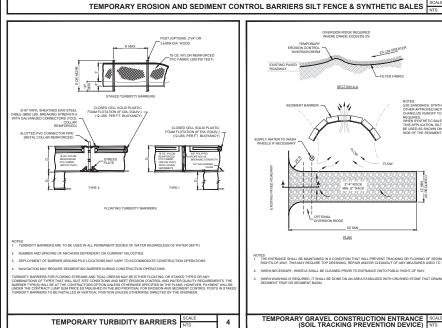
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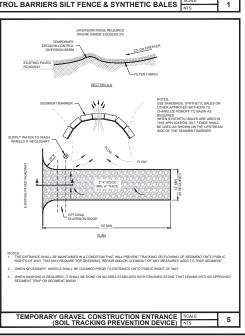
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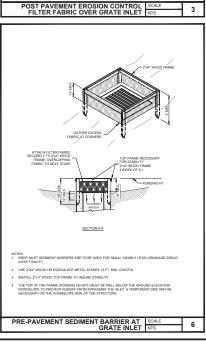
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## **EROSION AND SEDIMENT CONTROL NOTES**

- THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
- ADDITIONAL PROTECTION ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
- CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST IMMAGEMENT PRACTICES (BMP) AND MOST CURRENT EROSION AND SEDMENT CONTROL PRACTICES. THIS FILAN NOICATES THE MINIMUM EROSION AND SEDMENT MEASURES REVUIRED FOR THIS PROJECT THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REQUILATIONS AV WATER QUALITY QUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.

#### PRE-CONSTRUCTION SITE PROTECTION

- EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
- ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
- DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD (1/3) THE HEIGHT OF THE BARRIER OR INLET. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
- ALL DISTURBED AREAS ARE TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS,
  SYNTHETIC BALES, AND GRASSING, ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED
  SOLID SOD.

## SITE PROTECTION:

- 11. THE FILTER BARRIERS SHALL BE ENTRENCHED AND BACKFILLED PROPERLY. A TRENCH SHALL BE EXCAVATED TO A MINIMIM DEPTH OF BINCHES BARRIER IS STAKED. THE EXCAVATED SOLO OR GRAVEL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER RAFRIER. USING WIRE BACKFILD FOR SUPPORT IS DISCOURAGED DUE TO DISPOSAL PROBLEMS.
- 12. WATER OR SLURRY USED TO CONTROL DUST SHALL BE RETAINED ON THE SITE AND NOT ALLOWED TO RUN DIRECTLY INTO WATERCOURSE OR STORMWATER CONVEYANCE SYSTEMS
- SPECIAL AREAS SHALL BE DESIGNATED AS VEHICLE AND EQUIPMENT WASHING AREAS AND SUCH AREAS SHALL NOT ALLOW RUNNEY TO FLOW DIRECTLY INTO WATERCOURSE OR STORMMATER COMMENSANCE SYSTEMS

- 16. ALL DEVICES INCLUDING SILT FENCE. FILTER BARRIERS. SYNTHETIC BALES ANDIOR SANDBAGS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL CLOSE ATTENTION SHALL BE PAD TO THE REPAIR OF DAMAGED BARRIERS. END RUINS AND UNDERCUTTING BENEATH BARRIERS.
- 17 ANY RECUIRED REPAIRS SHALL BE MADE IMMEDIATELY
- 18. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

#### STORM DRAIN INLET PROTECTION:

- 19. 2 INCH 3 INCH COARSE AGGREGATE SHALL BE PLACED OVER THE FILTER FABRIC. THE DEPTH OF STONE SHALL BE AT LEAST 6 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIGN.
- IF STONE FILTERS BECOME CLOGGED WITH SEDIMENT SO THAT THEY NO LONGER ADEQUATELY PERFORM THEIR PUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.

#### POST-CONSTRUCTION SITE PROTECTION:

- ALL DEWATERING, EROSION AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE STABILIZED.
- 22. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER TEMPORARY BARRIERS ARE. NO LONGER REQUIRED SHALL BE DRESSED TO COMPORAL TO THE EXISTING GRADE, PREPAREI AND SEEDED. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE.







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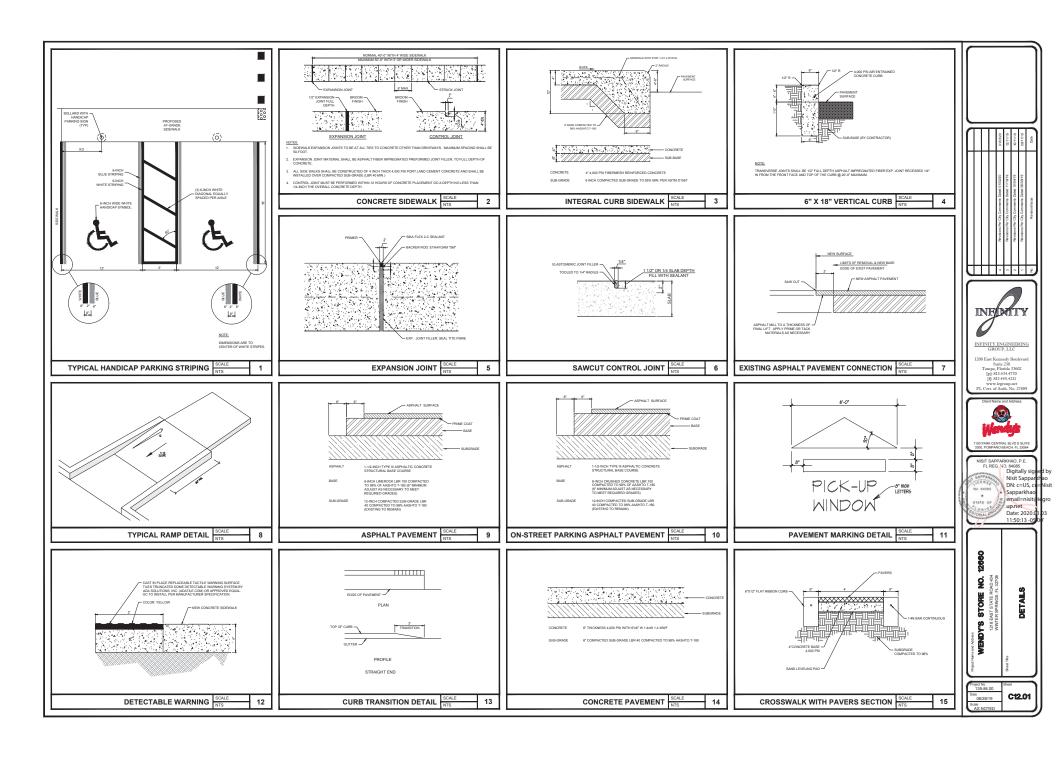
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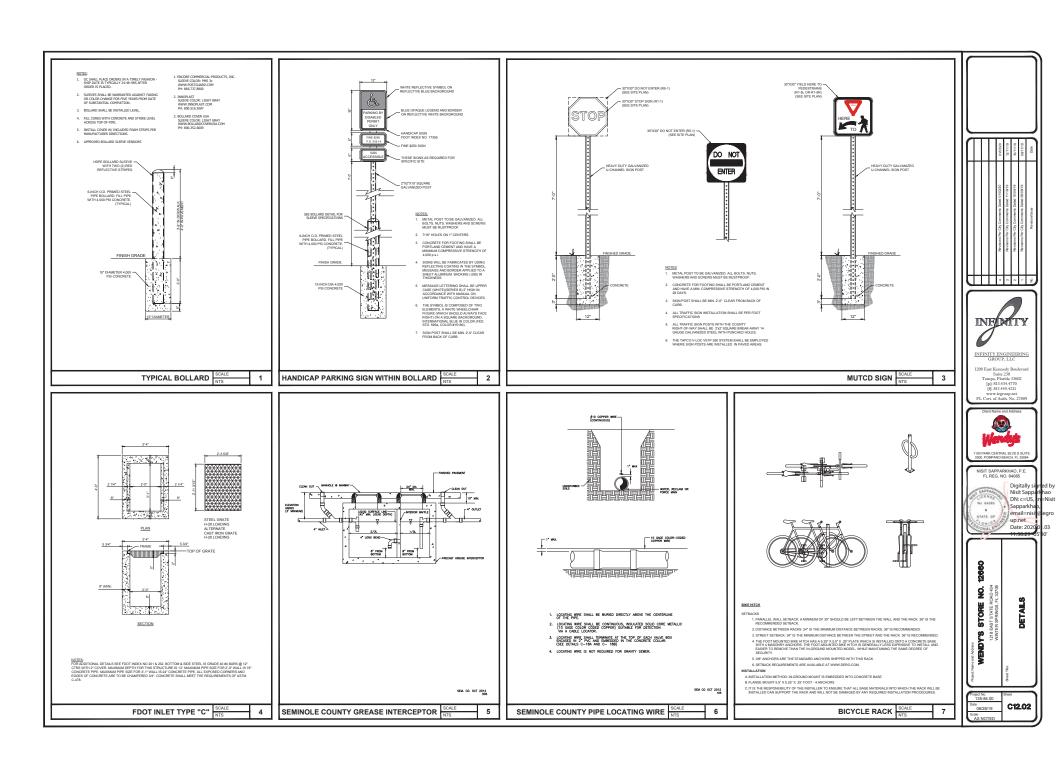
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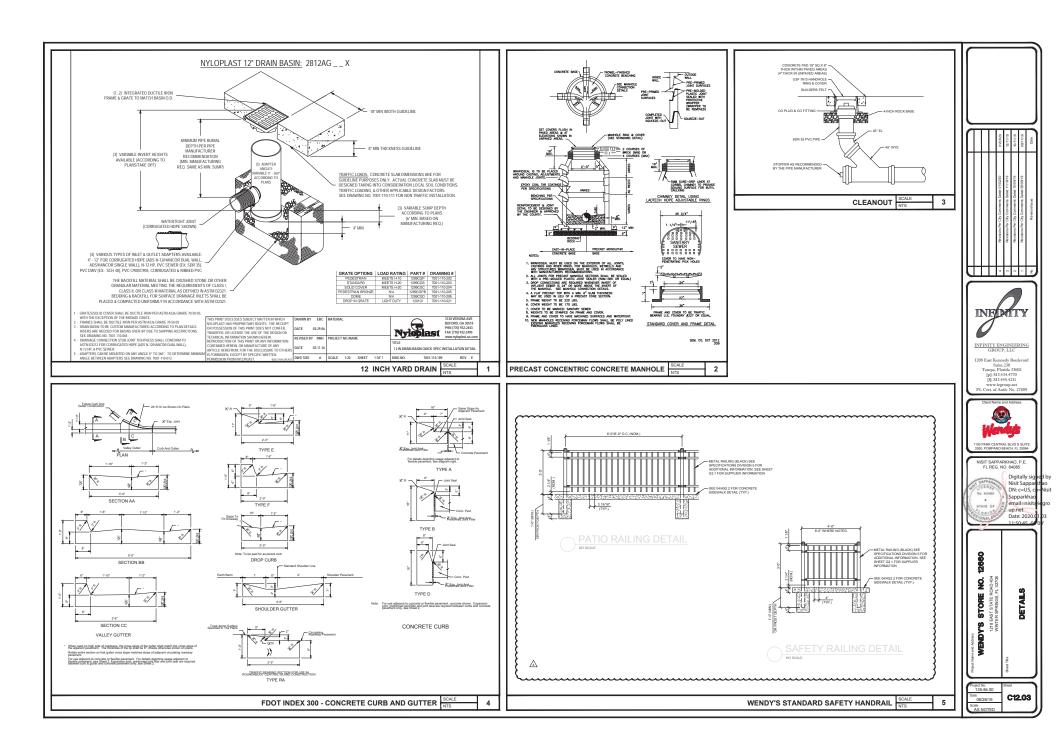
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OWNER'S REQUIREMENTS		CONTRACTO STABILIZATION PRACTICES EROSION	R'S REQUIREMENTS			41
SITE DESCRIPTION	GENERAL	AND SEDIMENT CONTROLS	OTHER CONTROLS	HAZARDOUS PRODUCTS	MAINTENANCE/INSPECTION PROCEDURES	<b>-</b>
PROJECT NAME AND LOCATION:  WENDY'S STORE NO. 12680 1218 EAST STATE ROAD 434	THE CONTRACTOR SHALL AT A MINIMUM IMPLEMENT THE CONTRACTOR'S REQUIREMENTS OUTLINED BELOW AND THOSE MEASURES SHOWN ON THE EROSION AND TURBIDITY CONTROL	HAY BALE BARRIER: HAY BALE BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WITH THE FOLLOWING LIMITATIONS:	WASTE DISPOSAL  WASTE MATERIALS ALL WASTE MATERIALS EXCEPT LAND	THESE PRACTICES ARE USED TO REDUCE THE RISKS ASSOCIATED WITH HAZARDOUS MATERIALS.	* THE SEDIMENT BASINS WILL BE INSPECTED FOR THE DEPTH OF SEDIMENT AND BUILT UP SEDIMENT WILL BE REMOVED WHEN IT REACHES 10 PERCENT OF THE DESIGN CAPACITY OR AT THE END OF THE JOB, WHICHEVER COMES FIRST.	П
WINTER SPRINGS, FL	PLAN. IN ADDITION THE CONTRACTOR SHALL UNDERTAKE ADDITIONAL MEASURES REQUIRED TO BE IN COMPLIANCE WITH APPLICABLE PERMIT CONDITIONS AND STATE WATER QUALITY STANDARDS. DEPENDING ON THE NATURE OF MATERIALS AND	WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.	CLEARING DEBRIS SHALL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL LOCAL AND STATE SOLID WASTE MANAGEMENT.	* PRODUCTS WILL BE KEPT IN ORIGINAL CONTAINERS UNLESS THEY ARE NOT RESEALABLE.	* TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE	
PROPERTY OWNER:  JDBS WINTER SPRINGS LLC	STANDARDS, DEPENDING ON THE NATURE OF MATERIALS AND METHODS OF CONSTRUCTION THE CONTRACTOR MAY BE REQUIRED TO ADD FLOCCULANTS TO THE RETENTION SYSTEM PRIOR TO PLACING THE SYSTEM INTO OPERATION	B. IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2 ACRES.	REGULATIONS. THE DUMPSTER WILL BE EMPTIED AS NEEDED AND THE TRASH WILL BE HAULED TO A STATE APPROVED LANDFILL BE INSTRUCTED REGARDING THE CORRECT	* ORIGINAL LABELS AND MATERIAL SAFETY DATA WILL BE RETAINED; THEY CONTAIN IMPORTANT PRODUCT INFORMATION.	INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.  * A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED BY	
10931 N DALE MABRY HIGHWAY TAMPA, FLORIDA 33818-4112	PRIOR TO PLACING THE SYSTEM INTO OPERATION.  SEQUENCE OF MAJOR ACTIVITIES	ACRES.  C. WHERE EFFECTIVENESS IS REQUIRED FOR LESS THAN 3	PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SITE BY THE CONSTRUCTION SUPERINTENDENT, THE INDIVIDUAL WHO	* IF SURPLUS PRODUCT MUST BE DISPOSED OF, MANUFACTURER'S OR LOCAL AND STATE RECOMMENDED METHODS FOR PROPER DISPOSAL WILL BE FOLLOWED.	INSPECTION, A COPY OF THE REPORT FORM TO BE COMPLETED BY THE INSPECTOR IS ATTACHED. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER ENGINEER OR BMY FEFFER IS STATE OR IN COL	22/11/19 22/11/19 20/11/19 06/11/19
SITE ADDRESS: 1218 EAST STATE ROAD 434	THE ORDER OF ACTIVITIES WILL BE AS FOLLOWS:	MONTHS.	PROCEDURE FOR WASTE DISPOSAL NOTICES STATING THESE PRACTICES WILL BE POSTED AT THE CONSTRUCTION SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES THE DAYT-D-DAY SITE OPERATIONS, WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.	PRODUCT SPECIFIC PRACTICES THE FOLLOWING PRODUCT SPECIFIC PRACTICES WILL BE FOLLOWED ONSITE:	OWNER, ENGINEER OR ANY FELERAL, SIATE OR LOCAL AGENCY.  APPROVING SEDIMENT AND AND EROSION PLANS, OR STORMWATER  MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED  AS PART OF THE WATER POLLUTION PREVENTION PLAN FOR AT LEAST	
WINTER SPRINGS, FL	INSTALL STABILIZED CONSTRUCTION ENTRANCE	D. EVERY EFFORT SHOULD BE MADE TO LIMIT THE USE OF STRAW BALE BARRIERS CONSTRUCTED IN LIVE STREAMS OR IN SWALES WHERE THERE IS THE POSSIBILITY OF A WASHOUT. IF NECESSARY, MEASURES SHALL BE TAKEN TO PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.	HAZARDOUS WASTE	PETROLEUM PRODUCTS	THREE YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION IS SUBMITTED THE REPORTS SHALL IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE.	
DESCRIPTION:  CONSTRUCT NEW BUILDING AND PARKING LOT.	INSTALL SILT FENCES AND HAY BALES AS REQUIRED     CLEAR AND GRUB FOR DIVERSION SWALES/DIKES AND	PROPERLY ANCHOR BALES TO INSURE AGAINST WASHOUT.  2. FILTER FABRIC BARRIER: FILTER FABRIC BARRIERS CAN BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL	ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATION OR BY THE	ALL ONSITE VEHICLES WILL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE, PETROLEUM PRODUCTS WILL BE STORED IN TRICKLY AS EACH OF CONTAINING MEMORIA DE CE AND ALABORIST.	* THE SITE SUPERINTENDENT WILL SELECT UP TO THREE INDIVIDUALS WHO WILL BE RESPONSIBLE FOR INSPECTIONS, MAINTENANCE AND REPAIR ACTIVITIES, AND FILLING OUT THE INSPECTION AND	1 11/19/19 1 10/19/19
MODIFY EXISTING SMS AS REQUIRED TO ACCOMMODATE IMPROVEMENTS PER AUTHORITIES WITH JURISDICTION.	SEDIMENT BASIN  4. CONSTRUCT SEDIMENTATION BASIN	EROSION WITH THE FOLLOWING LIMITATIONS:	MANUFACTURER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE SITE SUPERINTENDENT, THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS, WILL	TIGHTLY SEALED CONTAINERS WHICH ARE CLEARLY LABELED. ANY ASPHALT SUBSTANCES USED ONSITE WILL BE APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.	MAINTENANCE REPORT.	ante Datos ante Datos
SOIL DISTURBING ACTIVITIES WILL INCLUDE: RE-GRADING, CONSTRUCTION OF FACILITY	5. CONTINUE CLEARING AND GRUBBING	<ul> <li>WHERE THE MAXIMUM SLOPE BEHIND THE BARRIER IS 33 PERCENT.</li> </ul>	BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED.	FERTILIZERS	- PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE. SUPERINTENDENT. THEY WILL BE TRAINED BY ALL THE INSPECTION AND MAINTENANCE PRACTICES RECEISARY FOR REPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.	ty Comm ty Comm ty Comm
SOILS:	STOCK PILE TOP SOIL IF REQUIRED     PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED	<ul> <li>IN MINOR SWALES OR DITCH LINES WHERE THE MAXIMUM CONTRIBUTING DRAINAGE AREA IS NO GREATER THAN 2. ACRES.</li> </ul>	SANITARY WASTE  ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE	FERTILIZERS USED WILL BE APPLIED ONLY IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT	AND MAINTEMANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ONSITE IN GOOD WORKING ORDER.	ons Per C ons Per C
SEE SOIL REPORT	FERTONIA PRELIMINAL GRADING OF STEAS REQUIRED     STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICABLE	BRUSH BARRIER WITH FILTER FABRIC: BRUSH BARRIER MAY BE USED BELOW DISTURBED AREAS SUBJECT TO SHEET AND RILL EROSION WHERE ENOUGH RESIDUE MATERIAL IS	ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NEEDED TO PREVENT POSSIBLE SPILLAGE. THE WASTE WILL BE COLLECTED AND DEPOSED OF IN ACCORDANCE WITH STATE AND LOCAL WASTE DISPOSAL REQULATIONS FOR SANITARY SEWER OR SEPTIC SYSTEMS.	HERTILIZERS USED WILL BE APPLIED ONLY IN I HIMMINUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER WILL BE WORKED INTO THE SOIL TO LIMIT EXPOSURED TO STORMWATER STORAGE WILL BE IN A COVERED AREA. THE CONTRINS OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO	NON-STORMWATER DISCHARGES	Pevis Pevis Pevis
SITE MAPS:  * SEE ATTACHED GRADING PLAN FOR PRE & POST DEVELOPMENT GRADES,	INSTALL STORM SEWER AND IRRIGATION.	AVAILABLE ON SITE.	SANITARY SEWER OR SEPTIC SYSTEMS.  OFFSITE VEHICLE TRACKING	AVOID SPILLS. PAINTS	IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:	
AREAS OF SOILS, DISTURBANCE, LOCATION OF SURFACE WATERS, WETLANDS, PROTECTED AREAS, MAJOR STRUCTURAL AND NONSTRUCTURAL CONTROLS AND STORMWATER DISCHARGE POINTS.	COMPLETE GRADING AND INSTALL PERMANENT SEEDING/SOD AND PLANTING	<ol> <li>LEVEL SPREADER: A LEVEL SPREADER MAY BE USED WHERE SEDIMENT-FREE STORM RUNOFF IS INTERCEPTED AND DIVERTED AWAY FROM THE GRADED AREAS ONTO</li> </ol>	A STABILIZED CONSTRUCTION ENTRANCE WILL BE PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. THE PAVED	CONTAINERS WILL BE TIGHTLY SEALED AND STORED WHEN NOT REQUIRED FOR USE. EXCESS PAINT WILL NOT BE DISCHARGED TO THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF	* WATER FROM WATER LINE FLUSHING  *PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC	400- 9
* SEE ATTACHED EROSION & TURBIDITY CONTROL PLAN FOR TEMPORARY STABILIZATION PRACTICES, AND TURBIDITY BARRIERS	REMOVE ACCUMULATED SEDIMENT FROM BASINS     WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE	UNDISTURBED STABILIZED AREAS, THIS PRACTICE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL	STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.	THE STORM SEWER SYSTEM BUT WILL BE PROPERLY DISPOSED OF ACCORDING TO MANUFACTURERS' INSTRUCTIONS OR STATE AND LOCAL REGULATIONS.	OR HAZARDOUS MATERIALS HAVE OCCURRED).  * UNCONTAMINATED GROUNDWATER (FROM DEWATERING	
* SEE GENERAL NOTES FOR REQUIREMENTS FOR TEMPORARY AND PERMANENT STABILIZATION.	SITE IS STABILIZED, REMOVE ANY TEMPORARY DIVERSION SWALES/DIKES AND RESEED/SOD AS REQUIRED	CAN BE APPLIES ONLY IN THOSE SITUATIONS WHERE THE SPREADER CAN BE CONSTRUCTED ON UNDISTURBED SOIL AND THE AREA BELOW THE LEVEL LIP IS STABILIZED. THE	CONSTRUCTION SITE WILL BE COVERED WITH A TARPAULIN.	CONCRETE TRUCKS	EXCAVATION).  ALL NON-STORMWATER DISCHARGE WILL BE DIRECTED TO THE	
NAME OF RECEIVING WATERS:	TIMING OF CONTROLS/MEASURES	AND THE AREA BELOWS THE LEVEL LIP IS STABILIZED. THE WATER SHOULD NOT BE ALLOWED TO RECONCENTRATE AFTER RELEASE.	INVENTORY FOR POLLUTION PREVENTION PLAN	CONCRETE TRUCKS WILL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE	CONTRACTOR'S CERTIFICATION	
EXISTING INLETS	AS INDICATED IN THE SEQUENCE OF MAJOR ACTIVITIES, THE SILT FENCES AND HAY BALES, STABILIZED CONSTRUCTION ENTRANCE AND SEDIMENT BASIN WILL BE CONSTRUCTED PRIOR TO	<ol> <li>STOCKPILING MATERIAL: NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO DIRECT RUNOFF DIRECTLY OFF THE PROJECT SITE INTO ANY ADJACENT WATER</li> </ol>	THE MATERIALS OR SUBSTANCES LISTED BELOW ARE EXPECTED TO BE PRESENT ONSITE DURING CONSTRUCTION:	SITE.  SPILL CONTROL PRACTICES		$\dashv$ $\square$
	CLEARING OR GRADING OF ANY OTHER PORTIONS OF THE SITE. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS	BODY OR STORMWATER COLLECTION FACILITY.  6. EXPOSED AREA LIMITATION: THE SURFACE AREA OF OPEN,	Concrete Fertilizers Wood	IN ADDITION TO THE GOOD HOUSEKEEPING AND MATERIAL MANAGEMENT PRACTICES DISCUSSED IN THE PREVIOUS SECTIONS	I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND THAT AUTHORIZES THE STORM CONDITIONS OF THE FOEP GENERIC PERMIT WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.	INFINITY ENGINEERING
CONTROLS	PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN	RAW ERODIBLE SOIL EXPOSED BY CLEARING AND GRUBBING OPERATIONS OR EXCAVATION AND FILLING OPERATIONS SHALL NOT EXCEED 10 ACRES. THIS REQUIREMENT MAY BE	Asphalt Petroleum Based Products Masonry Blocks Tar Cleaning Solvents Roofing Materials	OF THIS PLAN, THE FOLLOWING PRACTICES WILL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:		1208 East Kennedy Boulevard
THIS PLAN UTILIZES BEST MANAGEMENT PRACTICES TO CONTROL EROSION AND TURBIDITY CAUSED BY STORMWATER RUN OFF. AN EROSION AND TURBIDITY PLAN	AREA, THAT AREA WILL BE STABILIZED PERMANENTLY IN ACCORDANCE WITH THE PLANS. AFTER THE ENTIRE SITE IS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED	WAVED FOR LARGE PROJECTS WITH AN EROSION CONTROL PLAN WHICH DEMONSTRATES THAT OPENING OF ADDITIONAL AREAS WILL NOT SIGNIFICANTLY AFFECT OFF-SITE DEPOSIT	Detergents   Paints   Metal Studs	MANUFACTURERS' RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED ON SITE AND SITE PERSONNEL WILL BE MADE AWARE OF THE PROCEDURES AND THE LOCATION OF THE	RESPONSIBLE FORDUTIES SENERAL CONTRACTOR SUB-CONTRACTOR SUB-CONTRACTOR SUB-CONTRACTOR SUB-CONTRACTOR	Suite 230 Tampa, Florida 33602 [p]: 813.434.4770
	ACCURDANCE WITH THE PLANS. AT LEXT RIFE ENTIRE STEELS STABILIZED, THE ACCUMULATED SEDIMENT WILL BE REMOVED FROM THE SEDIMENT TRAPS AND THE EARTH DIKESWALES WILL BE REGRADED REMOVED AND STABILIZED IN ACCORDANCE WITH THE EROSION & TURBIDITY CONTROL PLAN.	OF SEDIMENTS.		INFORMATION AND CLEANUP SUPPLIES.	E FORD CONTRA TRACTO TRACTO TRACTO	[f]: 813.445.4211 www.iegroup.net FL Cert. of Auth. No. 27889
HAS BEEN PREPARED TO INSTRUCT THE CONTRACTOR ON PLACEMENT OF THESE CONTROLS. IT IS THE CONTRACTORS RESPONSIBILITY ON INSTALL AND MAINTAIN THE CONTROLS PER PLAN AS WELL AS ENSURING THE PLAN IS PROVIDING THE PROPER PROTECTION AS REQUIRED BY FEDERAL SATE AND LOCAL LAWS. REFER TO "CONTRACTORS RESPONSIBILITY FOR A VERBAL DESCRIPTION OF THE CONTROLS THAT MY BE IMPLEMENTED.	CONTROLS	DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE	STRUCTURAL PRACTICES	MATERIALS AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREA ONST: EQUIPMENT AND MATERIALS WILL INCLUDE BUT NOT BE LIMITED TO BROOMS, DUST PANS, MOPS, RASS, CLOVES, GOGGLES, LIQUID ABSORBENT (I.e. KITTY LITTER OR EQUAL), SAND, SAWDUST, PLASTIC AND METAL	ESPONSIBLE FORDUTAGE ENERAL CONTRACTOR SUB-CONTRACTOR SUB-CONTRACTOR SUB-CONTRACTOR	Client Name and Address
STORMWATER MANAGEMENT	IT IS THE CONTRACTORS RESPONSIBILITY TO IMPLEMENT THE	8. TEMPORARY SEEDING: AREAS OPENED BY CONSTRUCTION	<ol> <li>TEMPORARY DIVERSION DIKE: TEMPORARY DIVERSION DIKES MAY BE USED TO DIVERT RUNOFF THROUGH A SEDIMENT-TRAPPING FACILITY.</li> </ol>	TRASH CONTAINERS SPECIFICALLY FOR THIS PURPOSE.	ENERAL C SUB-CON . SUB-CON . SUB-CON .	
STORMWATER DRAINAGE WILL BE PROVIDED BY (DESCRIPTION:) MODIFIED COLLECTION, CONVEYANCE, TREATMENT & ATTENUATION SYSTEM FOR	EROSION AND TURBIDITY CONTROLS AS SHOWN ON THE EROSION AND TURBIDITY CONTROL PLAN. IT IS ALSO THE CONTRACTORS RESPONSIBILITY TO ENSURE THESE CONTROLS ARE PROPERLY	OPERATIONS AND THAT ARE NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK	2 TEMPORARY SEDIMENT TRAP: A SEDIMENT TRAP SHALL BE	ALL SPILLS WILL BE CLEANED UP IMMEDIATELY AFTER DISCOVERY. THE SPILL AREA WILL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT	8 8 8 8 8	Mandyk
MODIFIED COLLECTION, CONVEYANCE, TREATMENT & ATTENUATION SYSTEM FOR THE PROJECT. AREAS WHICH ARE NOT TO BE CONSTRUCTED ON, BUT WILL BE REGRADED SHALL BE STABILIZED IMMEDIATELY AFTER GRADING IS COMPLETE, WHEN CONSTRUCTION IS COMPLETE. THE SITE DISCHARGES TO AN	INSTALLED, MAINTAINED AND FUNCTIONING PROPERLY TO PREVENT TURBID OR POLLUTED WATER FROM LEAVING THE PROJECT SITE. THE CONTRACTOR WILL ADJUST THE EROSION AND TURBIDITY CONTROLS SHOWN ON THE EROSION AND	RE-EACAVATED OR DIRESSED AND RECEIVE PINAL GRASSING TREATMENT WITHIN 30 DAYS SHALL BE SEEDED WITH A QUICK GROWING GRASS SPECIES WHICH WILL PROVIDE AN EARLY COVER DURING THE SEASON IN WHICH IT IS PLANTED AND WILL NOT LATER COMPETE WITH THE PERMANENT GRASSING.	INSTALLED IN AN DRAINAGEWAY AT A STORM DRAIN INLET OR AT OTHER POINTS OF DISCHARGE FROM A DISTURBED AREA. THE FOLLOWING SEDIMENT TRAPS MAY BE CONSTRUCTED EITHER INDEPENDENTLY OR IN CONJUNCTION WITH A TEMPORARY	INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.  SPILL OF TOXIC OR HAZARDOUS MATERIAL WILL BE REPORTED TO	UBS	1100 PARK CENTRAL BLVD S SUITE 3300, POMPANO BEACH, FL 33064
UNDERGROUND DETENTION SYSTEM. WHERE PRACTICAL, TEMPORARY SEDIMENT BASINS WILL BE USED TO INTERCEPT SEDIMENT BEFORE ENTERING THE PERMANENT DETENTION BASIN. THE DRY DETENTION SYSTEM IS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY THE DEPARTMENT OF	AND TURBORY CONTROLS SHOWN ON THE EROSION AND TURBORY CONTROL AND ADD ADDITIONAL CONTROL THE PROPERTY OF THE CONTROL OF	TEMPORARY SEEDING AND MULCHING: SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH 8 ABOVE SHALL ADDITIONALLY RECEIVE	DIVERSION  DIVERSION	THE APPROPRIATE STATE OR LOCAL GOVERNMENT AGENCY, REGARDLESS OF THE SIZE OF THE SPILL.	AADDI	NISIT SAPPARKHAO, P.E.
ACCORDANCE WITH THE REQUIREMENTS SET FORTH BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THIS TYPE OF DEVELOPMENT AT THE TIME IT WAS CONSTRUCTED.	FEDERAL, STATE AND LOCAL EROSION AND TURBIDITY CONTROL REQUIREMENTS. THE FOLLOWING BEST MANAGEMENT PRACTICES WILL BE IMPLEMENTED BY THE CONTRACTOR AS	MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF THE SEEDED AREA	BLOCK & GRAVEL SEDIMENT FILTER - THIS PROTECTION IS     APPLICABLE WHERE HEAVY FLOWS AND/OR WHERE AN OVERFLOW	THE SPILL PREVENTION PLAN WILL BE ADJUSTED TO INCLUDE MEASURES TO PREVENT THIS TYPE OF SPILL FROM REOCCURRING AND HOW TO CLEAN UP THE SPILL IF THERE IS ANOTHER ONE. A	WAME AND WCTOR &	FL REG. NO. 64085 Digitally si
	REQUIREMENTS IMPOSED ON THE PROJECT SITE BY THE	ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH.  10. TEMPORARY GRASSING: THE SEEDED OR SEEDED AND	CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.	DESCRIPTION OF THE SPILL, WHAT CAUSED IT, AND THE CLEANUP MEASURES WILL ALSO BE INCLUDED. THE SITE SUPERINTENDENT RESPONSIBLE FOR THE DAY-TO-DAY SITE OPERATIONS, WILL BE	NTRAC	Nisit Sappa DN: c=US,
TIMING OF CONTROLS/MEASURES	REGULATORY AGENCIES:  SPILL PREVENTION	10. TEMPORARY GRASSING: THE SEEDED ON SEEDED AND MULCHED AREA(S) SHALL BE ROLLED AND WATERED OR HYDROMULCHED OR OTHER SUITABLE METHODS IF REQUIRED TO ASSURE OFFINIUM ROSMONIS CONDITIONS FOR THE ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX A MINOUTI REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.	GRAVEL SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONNING ARD IND THE STRICTLIRE MIGHT CALISE	THE SPILL PREVENTION AND CLEANUP COORDINATOR. HEISHE WILL DESIGNATE AT LEAST ONE OTHER SITE PERSONNEL WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE	OF CONTR	Sapparkha email=nisit
REFER TO "CONTRACTORS RESPONSIBILITY" FOR THE TIMING OF CONTROLIMEASURES.	MATERIAL MANAGEMENT PRACTICES	ESTABLISHMENT OF A GOOD GRASS COVER. TEMPORARY GRASSING SHALL BE THE SAME MIX & AMOUNT REQUIRED FOR PERMANENT GRASSING IN THE CONTRACT SPECIFICATIONS.	WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES & UNPROTECTED AREAS.	DESIGNATE AT LEAST ONE OTHER STILE PHISOMENE WHO WILL RECEIVE SPILL PREVENTION AND CLEANUP TRAINING. THESE INDIVIDUALS WILL EACH BECOME RESPONSIBLE FOR A PARTICULAR PHASE OF PREVENTION AND CLEANUP. THE NAMES OF RESPONSIBLE SPILL PERSONNEL WILL BE POSTED IN THE MATERIAL STORAGE AREA AND IF A PULCABLE, IN THE OFFICE TRAILER		p.net Date: 2020
CERTIFICATION OF COMPLIANCE WITH	THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER	<ol> <li>TEMPORARY REGRASSING: IF, AFTER 14 DAYS FROM SEEDING, THE TEMPORARY GRASSED AREAS HAVE NOT ATTAINED A</li> </ol>	<ol> <li>DROP INLET SEDIMENT TRAP - THIS PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (S &lt; 5%) AND WHERE SHEET OR OVERLAND FLOWS (Q &lt; 6.5 CFS) ARE TYPICAL. THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING</li> </ol>	ONSITE.		11.58.00 2
FEDERAL, STATE AND LOCAL REGULATIONS  N ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS RELATED TO STORM	ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORMWATER RUNOFF.	MINIMUM OF 75 PERCENT GOOD GRASS COVER, THE AREA WILL BE REWORKED AND ADDITIONAL SEED APPLIED SUFFICIENT TO ESTABLISH THE DESIRED VEGETATIVE COVER.	THIS METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS SUCH AS IN STREET OR HIGHWAY MEDIANS	MAINTENANCE/INSPECTION PROCEDURES		8   8F   8F   8F   8F   8F   8F   8F
WATER MANAGEMENT AND EROSION AND TURBIDITY CONTROLS, THE FOLLOWING PERMITS HAVE BEEN OBTAINED.	GOOD HOUSEKEEPING THE FOLLOWING GOOD HOUSEKEEPING PRACTICES WILL BE	12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT	OUTLET PROTECTION: APPLICABLE TO THE OUTLETS OF ALL PIPES.	EROSION AND SEDIMENT CONTROL INSPECTION AND MAINTENANCE PRACTICES	Signal	8   5
DEP STANDARD GENERAL STORMWATER PERMIT NO.:	FOLLOWED ONSITE DURING THE CONSTRUCTION PROJECT.  *AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT	12. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.	AND PAVED CHANNEL SECTIONS WHERE THE FLOW COULD CAUSE EROSION & SEDIMENT PROBLEM TO THE RECEIVING WATER BODY. SILT FENCES & HAY BALES ARE TO BE INSTALLED IMMEDIATELY DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON	THE FOLLOWING ARE INSPECTION AND MAINTENANCE PRACTICES THAT WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS.		
DEP NPDES PERMIT NO.:	*AN EFFORT WILL BE MADE TO STORE ONLY ENOUGH PRODUCT REQUIRED TO DO THE JOB.  *ALL MATERIALS STORED ONSITE WILL BE STORED IN A NEAT,	PERMANENT EROSION CONTROL: THE EROSION CONTROL     FACILITIES OF THE PROJECT SHOULD BE DESIGNED TO     MINIMIZE THE IMPACT ON THE OFFSITE FACILITIES.	DOWNSTREAM OF THE DISCHARGING STRUCTURE AS SHOWN ON THE OUTLET PROTECTION DETAIL.  5. SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON	* NO MORE THAN 10 ACRES OF THE SITE WILL BE DENUDED AT ONE TIME WITHOUT WRITTEN PERMISSION FROM THE ENGINEER.		E NO.
OWNER'S CERTIFICATION	ORDERLY MANNER IN THEIR APPROPRIATE CONTAINERS AND, IF POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE.	14. PERMANENT SEEDING: ALL AREAS WHICH HAVE BEEN	<ol> <li>SEDIMENT BASIN: WILL BE CONSTRUCTED AT THE COMMON DRAINAGE LOCATIONS THAT SERVE AN AREA WITH 10 OR MORE DISTURBED ACRES AT ONE TIME. THE PROPOSED STORMWATER PONDS (OR TEMPORARY PONDS) WILL BE CONSTRUCTED FOR USE</li> </ol>	* ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATION OR SOMEONE APPOINTED BY THE		
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 PERSONNET PROPERTY.	POSSIBLE, UNDER A ROOF OR OTHER ENCLOSURE:  * PRODUCTS WILL BE KEPT IN THEIR ORIGINAL CONTAINERS MITH.	DISTURBED BY CONSTRUCTION WILL, AS A MINIMUM, BE SEEDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION.	AS SEDIMENT BASINS. THESE SEDIMENT BASINS MUST PROVIDE A MINIMUM OF 3,800 CUBIC FEET OF STORAGE PER ACRE DRAINED UNTIL FINAL STABILIZATION OF THE SITE. THE 3,800 CUBIC FEET OF	DAY SITE OPERATION OR SOMEONE APPOINTED BY THE SUPERINTENDENT, AT LEAST ONCE A WEEK AND FOLLOWING ANY STORM EVENT OF 0.25 INCHES OR GREATER.		
GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY	THE ORIGINAL MANUFACTURER'S LABEL.  * SUBSTANCES WILL NOT BE MIYED WITH ONE ANOTHER LINESS.	SLOPES STEEPER THAN 4:1 SHALL BE SEEDED AND MULCHED OR SODDED.	STORAGE AREA PER ACRE DRAINED DOES NOT APPLY TO FLOWS FROM OFFSITE AREAS AND FLOWS FROM ONSITE AREAS THAT ARE EITHED LINDISTRIBER OF HAVE LINDERCOME FINAL STABILIZATION	*ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE		OEN WINTE
OF THE PERSON OF PERSONS WITO MANAGE THE SYSTEM, OF THOSE PERSONS INTERCEPT, PERSONSIBLE FOR GRATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE, IAM MAYRE THAT THERE ARE SIGNIFICANT PENALT IES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	RECOMMENDED BY THE MANUFACTURER.		WHERE SUCH FLOWS ARE DIVERTED AROUND BOTH THE	INITIATED WITHIN 24 HOURS OF REPORT.  * BUILT UP SEDIMENT WILL BE REMOVED FROM SILT FENCE WHEN IT		de d
SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND MPRISONMENT FOR KNOWING VIOLATIONS.  SIGNED:	* WHENEVER POSSIBLE, ALL OF A PRODUCT WILL BE USED UP BEFORE DISPOSING OF THE CONTAINER.  * MANUFACTURER'S RECOMMENDATIONS FOR PROPER USE AND		DISTURBED AREA AND THE SEDIMENT BASIN. ANY TEMPORARY SEDMENT BASINS CONSTRUCTED MUST BE BACKFELLED AND COMPACTED IN ACCORDANCE WITH THE SPECIFICATIONS FOR STRUCTURAL FILL ALL SEDIMENT COLLECTED IN PERMANENT OR TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STANDLIFATION.	HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.  * SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT.		W W et Tile
OWNER / OPERATOR	DISPOSAL WILL BE FOLLOWED.		TEMPORARY SEDIMENT TRAPS MUST BE REMOVED UPON FINAL STABILIZATION.	TEARS, TO SEE IF THE FABRIC IS SECURELY ATTACHED TO THE FENCE POSTS, AND TO SEE THAT THE FENCE POSTS ARE FIRMLY IN THE GROUND.		e e e e e e e e e e e e e e e e e e e
DATED:	* THE SITE SUPERINTENDENT WILL INSPECT DAILY TO ENSURE MATERIALS ONSITE RECEIVE PROPER USE AND DISPOSAL.			* DIVERSION DIKES/SWALES WILL BE INSPECTED AND ANY BREACHES PROMPTLY REPAIRED.		Project No. 135-84.00
						08/28/19 CO6.01
	l l		1	l	l	AS NOTED







#### LANDSCAPE NOTES

- Work under these documents shall consist of preparation of planting areas, furnishing all new plant materials and planting all proposed plant materials specified herein and as shown on the drawing, notes, and specifications. North shall also include adjustments to finished syming, furnishing and spreading toposil, staking, swlering, pruning, fertilizing, mulching, and laying sod, and maintenance and protection of plants until final acceptance by the OWROR, as well as falling all; guarantee
- provinces. Locations, elevations and dimensions of existing above and below ground utilities, structures, and other features are shown according to the best information available so the intens of the preparation with the contract of the structure of the properties of the structure of the struct
- the LANGSUPE MCHITTAT OF OWNER.

  It shalls be the LANGSUPE CONTRACTOR sole responsibility to notify any interested agencies or parties of the Intent to exceede and to Othain from all agencies or other interested parties or the Contractor of the Intent to exceede a contractor of the Intent to exceede parties of the Intent to Contractor of the Intendent to Contractor of the Intende
- The LANDSCAPE CONTRACTOR shall control runoff and erosion during construction through the use of sediment basins, straw or hay bales as appropriate.
- The LANDSCAPE CONTRACTOR on any Outers an appropriate.

  The LANDSCAPE CONTRACTOR shall appreciate or otherwise manually apply rater to affected construction area to control both significant wind erosion and fugitive dust.

  Also refer to Criti Engineering Drawings for sediment control provided by General Contractor and Site Contractor as part of site work.
- The AURSACE SONTRACTOR shall at all times keep the premises free from accumulation of waste materials or debris caused by his crews during the performance of the work. The LAURSCAPE CONTRACTOR shall remove all waste materials, debris, unused plant material, empty plant containers and all equipment from the project site, on a daily beain.
- The LANDSCAPE CONTRACTOR shall be responsible for removing existing vegetation as required and preparing planting areas prior to installation of plant materials.
- The LANDSCREE CONTRACTOR shall insure adequate vertical drainage in all planted areas. Where applicable, vertical drailing through hardpan and compacted fill may be used to insure drainage. The LANDSCARE COMTRACTOR shall insure that his work does not impact established or projected drainage where the contract of the
- The GENERAL CONTRACTOR, in coordination with the LANDSCAPE CONTRACTOR, shall select a protected area or areas of the site which are free of construction-related compaction or degradation during to the character construction, in coordination with the fault-care to construction, small select a protected area or areas of the site which are free of construction—related compaction or degradation during the construction process, for the stockpiling of the horizon "o" (litter layer) and "A" (topsell layer) of the site soil profile.
- Any new or additional topsoil brought on site shall fall in the pH range of 4.5 to 6.5, prior to
  addition of fertilizers or organic amendments to support plant viability. Organic content of tops
  shall be belowen 3% and 15%, with pH of 4.5 6.5.
- 2. The LANSCAPE CONTRACTOR shall test project soils to verify that the on-site soils are acceptable for proper growth of plant materials and subquate drainage in plant beds and planters. The test of the planter of the planter of the planter of the planter of the planter. The and replacement soils with the LANSCAPE AGENTETS. Representative amplies shall be instintled to a certified testing laboratory for analysis. The findings shall be reviewed and approved by the OWING or LANSCAPE AGENTETS prior to delivery and installation of planting materials at the job
- 3. The GENERAL CONTRACTOR shall carry out compaction and infiltration test in accordance with
- the written specification.

  1-8 Soil in parking islands and within eight feet of curbe and buildings shall be removed to a minimum depth of six inches for shrubs and groundovers, and 10 inches within air feet a minimum depth of six inches for shrubs and feet to building hadrinals. See Specifications for further detail concerning typosal makers, depth, set.

  15 Hem working within existing tree energy drip lines, IARISCHP COUTRACTOR shall take precention to avoid cutting major woody roate of 3" diameter. Shifting the position of the plant a few inches may help to avoid damaging tree roate. Use an 'air ixalife' or water jet to blow soil out of the control of th bore technique is required, the process shall be executed at least 12 below the existing grade to avoid most roots
- to avoid most roots. Been obtained the consumer of the most of existing trees encountered during installation, and colortructing installation, shall be cut off, evenly, with clean, sharp pruning tools. Minimize damage to existing trees sparses. There possible, hand-showed around esting roots a loved damaging them. 7-The LANGGUPE CONTRACTOR datable to responsible for removing all tree stakes and gay wires from trees which are established at the end of one (1) complete graving season. These which have been replaced shall remain staked for one (1) full growing season, and the orner shall be responsible for removing tree stakes and endy writes. Saking materials shall be disposed off site.
- represents for featuring tree states and gey writes obtaining materians issue to suppose our note.

  All existing plants does and trees to remain within the construction limit lines shall be left undisturbed. Existing trees, as noted on the drawings, shall be left undisturbed and protected by wooden barricates exceed at the perinter of the tree of plants; line voltace shall travers that area to the protection of the plants of the perinter of the tree of the plants of the production of the plants area nor shall any storage of materials or equipment be permitted within this area. Any existing plant bods or tree-damaged by contraction activity shall be replaced by the repromotibe party at
- tient own expense.

  R Devry possible safeguard shall be taken to protect building surfaces, equipment, furnishings and existing plant areas to remain (including lawn). The LANDSCAPE CONTRACTOR is responsible for any damage or injury to person or property that may occur as a result of negligation in the acceptance of the LANDSCAPE CONTRACTOR's work. CHERRIAL CONTRACTOR alls be responsible for removal of construction debris within one (1) food to building includabilion.
- 20.All planting areas shall be fine graded by the LANDSCAPE CONTRACTOR. LANDSCAPE CONTRACTOR shall notify OWNER if site grading is inappropriate for the health of plant material.
- 2. The ONES shall have be right or reject my and all rock and materials which, in the ONES's options are the right of the Lindschild of the Lindschild of the Lindschild of the right of th
- shall be used when installing plant materials.

  22. Displant or metalizal substitutions or ordiffications to practices specified or detailed in the decements will be permitted without prior writing commit of the LARSENIP, MCHITEZT or O'ROBE, I'd decements will be permitted without prior writing to commit of the LARSENIP, MCHITEZT or O'ROBE, I'd the proposed midulation and subship, it writing, along with a recommender substitution that metality of the proposed midulation and subship is writing, along with a recommender substitution that the care crossed the initial requirement. If the use of ingrap plants is approved, the root ball shall be called a substitution of the committee of the committee
- will occur at time of delivery at site.
- Consists an income in cutter of territory as a circ.

  Alteoph for characteristic otherwise specified in these documents, all plants shall adhere to qualifications of Florida No. I grade, or better, as set forth in the Florida Department of Agriculture and Consumer Services "Florida Grades and Sandards for Nursery Plants 2015", and including any revisions as determined by the State Flant Board of Florida. Iz shall refer to said document prior to selecting and delivering plant materials. Where there are discrepancies between the Florida Grades and Standards and the descriptions and specifications found in the plans, notes and specifications of this document, this document shall prevail. Plants called out as "Specimen" shall be Florida Fancy or better, per above mentioned standard.
- 25. While LANDSCAPE ARCHITECT, OWNER, or OWNER'S AUTHOREZED REPRESENTATIVE may provide input through joint visits to numeries with the LANDSCAPE CONTRACTOR, selection of the plant is the responsibility of the LANDSCAPE CONTRACTOR. Inspection of plants shall occur at the site, and on
- 28.LANDSCAPE CONTRACTOR shall hire an objective third-party to review the quality of the plants where delivered to the site. See Grades and Standards for related information.

- 27.The plant quantities shown on the landerspe contract documents are for the convenience of the LMROSLPE CONTRACTOR. There there are descripancies in plant quantities, the plan persult. Spacing of plant material sideated in Sale table 12 persults of planting areas. The LMROSLPE CONTRACTOR is responsible for verifying all quantities and reporting any discrepancies the LMROSLPE ASCRIPTION of CONTRACTOR CONTRACTOR.
- the LINESCUPE ARCHITECT for clarification prior to award of contract and commencement of work. Skelled and Burleyon (1888) trees shall be nursury grown and shall be burlewed of with vigorous through the burley rock wraping to the OWER. Representative or LINESCUPE ARCHITECT from any grower. During transport, alongs, and installation trees and lab protected from descention and other demans per ARC SROPART 69–3022, section SSAS 2. Se chains or cashes shall be used when characteristic contractions are consistent and the contract blook prior discrete and the con
- as An journe same one normy unear cummar consumes manner to trace in the isomity of the project.

  30.8a per these drawings and specifications, the "lit." (height) of proposed plant materials, unless otherwise specified, shall mean the actual distance as measured from the soil stress mark on the trunk or base of the plant to the top elevation of the plant. All plants shall comply with Grades and Standarfs for root ball size, relative to specified plant height and width.
- All installation of plant material and related construction activity shall comply with applicable jurisdictional codes. The LANDSCAPE CONTRACTOR is responsible for obtaining all permits associated
- with his work. SETHS LANGUAGE shall find stake the location of all shruh and ground cover plant bed outlines and individual trees, palms, and accretá shrube in accordance with the plants. The LANGUAGEMP CONTROL shall obtain the LANGUAGEM ASSIGNATES approved to proceed with installation prior to delivery and installation of the plant material. If existing conditions do not allow the design to be also done as above no plant, notify the LANGUAFM ASSIGNATION CORREST immediately.
- 33.All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. Il trees are located outside of beds in so dareas, maintain a minimum 3' wide offset to allow for movers to maneurer.
- oces in soci areas, manutana a minimum y a visco cises: to over for moveres to maneuver.

  Also Ireas shall be planted within designated utility corridore or public right of way (without RIGHT OF MAY TUILZHTON PERSHIT). No plants shall be located within four feet (4') of any utility or swale centreline inclinified on the drawings. Field-adjust as nocessary and review adjustments with LANDSCAPE ARCHITECT or OWNER, prior to installation.
- Section-for neutronic of Virtual, prior to Institution.

  See LabiOut/Per (2007)MEATOR shall be responsible for the stability and plumb condition of all installed plant insterials and replacing any damaged plant material with plants of equal size and condition of remaining therity plants, at so cost to the owner. At shall be the contractor's responsibility to prevent plants and trees from failing or being blown over and to replace all plants damaged due to innefeque groups; or staking.
- an penna vanangea use 10 interceptive grains of valents.

  Stall proposed planting sears for trees, palms, shrivels, and groundcovers shall be top dressed with three

  (3) inches of either specified Pinn needle or Pinn Bark Nagget much spread uniformly in depth over
  the planting before as definested on the plant. Natich shall not be installed within one (1) food of
  buildings. The landscape scope of work includes mulching as an integral part of the project and not
  an a sperate cost works lietn.
- as a separate cost works iden.

  37. The LANDSCAPE COUNTACTOR shall verify the extent of sod work in the field. The LANDSCAPE STATE LANDSCAPE STATE AND ADMINISTRATION OF THE STATE ADMINISTRATION OF THE S
- 33.All other areas disturbed during construction shall be sodded or seeded and mulched with Argentine Bahla grass unless otherwise specified on the plans, details or specifications. If grass seed is specified, it shall be delivered to the iob in containers with Florida Department of Agriculture tass attached. indicating the seed grower's compliance with the department's quality program.
- meacang toe seed grower a compensee with the opparament a quanty program.

  3. The LANDSCREE CONTRACTOR shall water, muich, weep, pruse, and otherwise maintain all plants, including sod, until the irrigation system is fully operational and final acceptance by the OWER. All plant materials shall be watered to insure plant survival, in accodance with "Florida Grades and Standards for Nursery Plants 2015".
- Communication of the work, the LANDSCHPE CONTRACTOR shall notify the OFREE and the LANDSCHPE ARCHITECTURE and the LANDSCHPE ARCHITECTURE and repeated a final impaction. Any items that are judged incomplete or unacceptable by the OFREE or the LANDSCHPE ARCHITECT shall be premptly corrected by the
- A. The LARGEAUTE CONTRACTOR shall guarantee all shrubs and groundovers for a period of one hundred eighty (198) calester days from the date of final acceptances in writing from the ORDEX. At the time the contract of the top guarantees for one (1) year. Amy materials which have deed during this price datable by roughly replaced with specimen that meet the minimum requirements coiled for in these documents. The LARGEAUTE CONTRACTOR shall not be been derrogantative for each or demange resulting from Igidenium, LARGEAUTE CONTRACTOR and the second or repositive for each or demange resulting from Igidenium, such as the contract of the c
- ITOM the LANDSAFT CONTRACTOR.

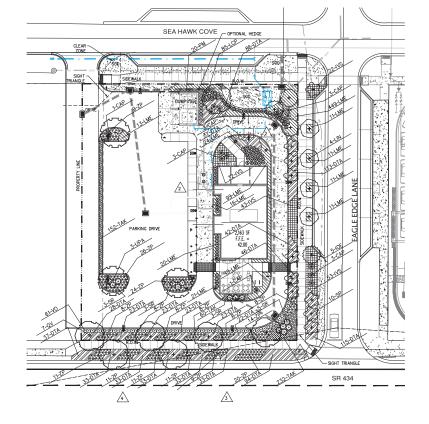
  ALLANDSCAPE CONTRACTOR shall not recommend and install invasive species as replace plants on planting plan. See floppe.org and invasivespecies.org for problem species.
- 43.All landscape bids shall be itemized with the amounts based on per plant unit prices, including mulch, fertilizer, etc. Any substitutions, additions, or deletions will change the total amount of the CONTRACT FEE based on the above mentioned unit price critical. 44 See landscape specifications for further requirements
- 45. The LANDSCAPE CONTRACTOR shall submit a separate proposal for a one (1) year maintenance
- 46.GENERAL CONTRACTOR shall remove all existing invasive exotic plants, as listed on the Florida
- Exotic Pest Plant Council's Invasive Plant Species List.

## Winter Springs Code Notes

- 1. Owner shall hand water all code plants until establishment and as need, thereafter.
- 2. All trees transplanted pursuant to Chapter 5 of the Land Development Code shall be maintained in a health, living condition. Any such trees which die shall be replaced and maintained by the property owner.
- 3. Not more than twenty (20) percent of replacement trees shall be of a single species.
- 4. When landscaping is used to screen mechanical equipment and appurtenances, it shall be maintained at least one (i) food, above the screened object. Landscape screen must be evergreen and reach required highl within one (i) year. Screen shall be continuously maintained.
- Backflow preventers and other above ground valves shall be screened to they are not visible fro the street right-of-way, using either landscaping or an opaque building material.

## Landscape Calculations

- PROJECT AREA CANOPY TREES REQUIRED (4 PER ACRE) TREES PROVIDED
- = 1.25 ACRES = 5 TREES = 13 CANOPY TREES





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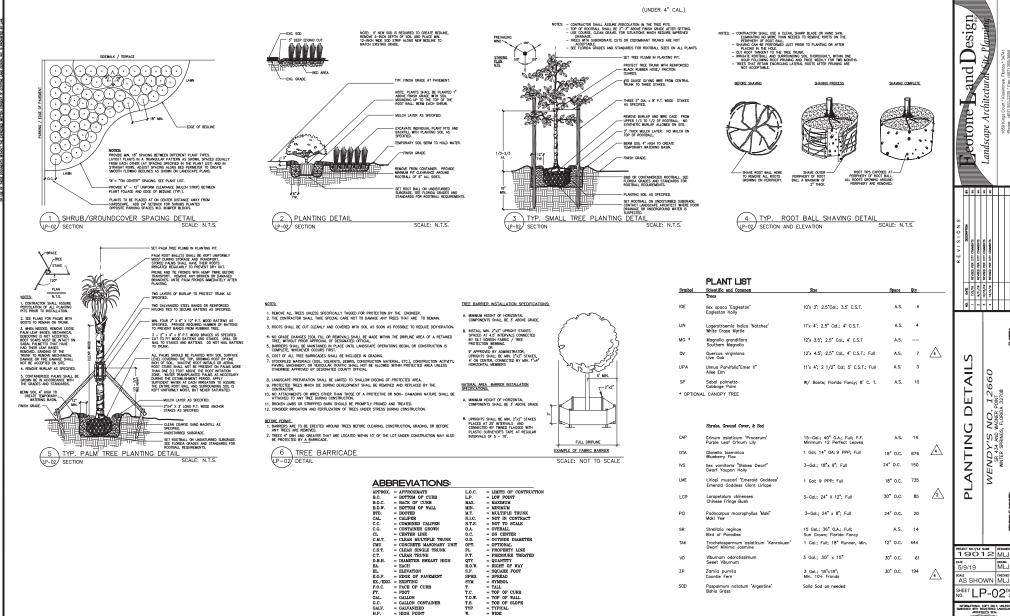
PLANTIN

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WENDY'S SR 434 AI WINTER SPRII

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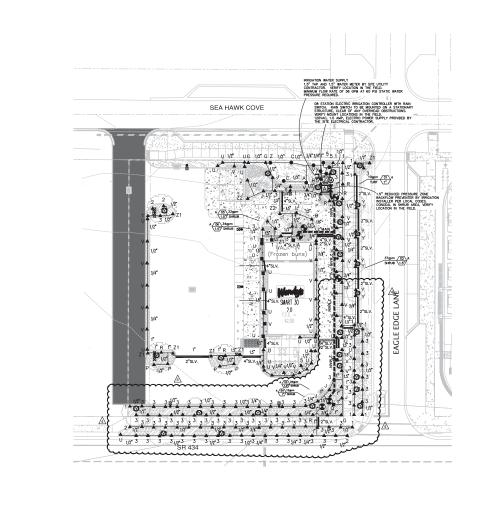
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IRRIGATION PLAN
WENDY'S NO. 12660
WENDY'S NO. 12660
WENDY SPRING FORM

Ecotone Land Design.
Landscape Architectural Site Planning

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## IRRIGATION NOTES

1.) SOME PIPE LINES ARE DRAWN OFF SET FOR CLARITY. INSTALL ALL IRRIGATION LINES IN LANDSCAPED AREAS. 

4.) INSTALL RISERS 18" FROM WALLS OR BUILDINGS, AND 24" FROM PAVED SURFACES. PAINT ALL RISERS AND SUPPORTS FLAT BLACK. 5.) INSTALL POP-UP HEADS 18" FROM WALLS, 6" FROM WALKS, DECKS AND CURBS, 6 FEET FROM CURBLESS ROADS, AND 30" FROM THE END OF PARKING SPACES.

AMOUNTS ACTS. I FROM LONGLESS ROADS, AND 30 FROM THE BUT UPAMOUNTS ACTS.

6. SET TOP OF DOP-UP HEAD CASE OF "ABOVE FINISHED GRADE PRIOR
TO SOLO OR MULCH INSTALLATION.

7.) REFER TO UTULITY PLANS RIPOR TO TREMCHING. THE IRRIGATION
UTULITIES CAUSED BY THEIR WORK DURING THE PROJECT. ANY DAMAGE TO
UTULITIES CAUSED BY THEIR WORK DURING THE PROJECT. ANY CAMAGE TO
FINIAL ACCEPTANCE AGAINST ALL DETECTS IN COUPPENT AND

9. ALL KOMES POPER SUPPLY OR THE RIPORATION CONTROLLES SHALL BE
BROUGHT TO A JUNCTION BOX AT THE CONTROLLER COATION BY THE
BUILDING ELECTRICAL CONTRACTION. RIPORATION CONTROLLER TO PROVIDE
IRRIGATION CONTROLLER SUPPLY OR THE RIPORATION CONTROLLER TO PROVIDE
IRRIGATION CONTROLLER SUPPLY OR THE PROJECTION CONTROLLER.

IRRIGATION CONTROLLER SUPPLY TO THE PROJECTION SHALL

IRRIGATION CONTROLLER SUPPLY TO THE PROJECTION SHALL

10.) RIPORATION MATER CONNECTIONS AND SYSTEM CONSTRUCTION SHALL 10.) IRRIGATION WATER CONNECTIONS AND SYSTEM CONSTRUCTION SHALL COMPLY WITH THE REQUIREMENTS OF LOCAL CODES FOR IRRIGATION INSTALLATION AND CONNECTIONS TO THE WATER SUPPLY. 11.) IRRIGATION INSTALLER TO ACQUIRE ALL PERMITS AND UTILIZE ALL SAFETY PRECAUTIONS REQUIRED TO WORK IN ROW OF ROADWAY.

SAFETY PRECAUTIONS REQUIRED TO WORK IN ROW OF ROADWAY.

2) SINTY (60) PAINMAN STATA WERP RESSARE IS REQUIRED FOR THE EPIPODAY OPERATION OF THE REPOLATOR STEPSE AS DESIGNED. THE EPIPODAY OPERATION OF THE REPOLATOR STEPSE AS DESIGNED. THE PROCACT SITE PROOF OF SECRET AND THE REPOLATOR STEP REPOLATOR SECRET OF SECRET AND THE REPOLATOR STATE AND THE REPOLATION OF THE MANUAL STATE AND THE REPOLATION OF THE SECRET AND THE REPOLATION OF THE SECRET AND THE REPOLATION OF THE RESTATE AND THE REPOLATION OF THE SECRET AND THE RESTATE AND THE REPOLATION OF THE SECRET AND THE RESTATE AND THE RE

15.) THE IRRIGATION MAINLINE IS DRAWN OFFSET FOR GRAPHIC CLARITY. DO NOT SCALE THE MAINLINE FROM THE DRAWNO FOR INSTALLATION. LAYOUT THE IRRIGATION MAINLINE ROUTE IN THE FIELD TO AVOID PROPOSED AND EXISTING TIRE ROOT ZONES AND UTILITIES.

#### IRRIGATION LEGEND

W-W IRRIGATION WATER TAP AND WATER METER. SIZE INDICATED ON PLAN. PROVIDED BY THE SITE UTILITY CONTRACTOR, PER LOCAL CODES.

REDUCED PRESSURE BACKFLOW PREVENTER. PROVIDED BY IRRIGATION INSTALLER, PER LOCAL CODES. WATTS 909, OR EQUAL.

RECOLUTE CONTROLLER WITH FAM STATUT. NUMBER OF STATINGS MIGICATED ON FAM. 120 WAY, 10 AMP. LETTING CREATIFY FROM NEAREST ELECTRICAL PAREL, BY THE BUILDING CONTRACTOR. PROVIDE CONTROLLER GROUNDER WITH 15 // 8 AMP COPPER WERE 578 NO EXPERTED OFFICIAL PROVIDE CONTROL ON AN EXPERIENCE OFFICIAL WITH WITH CONTROL OFFICIAL STATE OF STATE OF THE CONTROL OF THE OWNER OWNER

IRRIGATION CONTROL VALVE. PLASTIC BODY WITH FLOW CONTROL MOUNT IN 15" RECTANGULAR VALVE BOX. SZE INDICATED ON PLAN. PROVIDE UP 14AWG COPPER CONTROL WIRE TO ALL VALVES. RAINBIRD PEB PRS VALVE SERIES, OR EQUAL. HUNTER ICV VALVE SERIES, OR EQUAL. IRRIGATION CONTROL VALVE TAG. INDICATES VALVE LOCATION, STATION NUMBER, SIZE AND ZONE FLOW RATE.

SIZE PVC MAIN LINE PIPE. CLASS 200, PVC. INSTALL 18\* DEEP.
2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.

PVC LATERAL LINE PIPE. INSTALL 12" DEEP.
3/4" AND LARGER, CLASS 200, PVC.
1/2" PIPE SIZE, CLASS 315, PVC.
2.5" AND SMALLER, SOLVENT WELD PVC PIPE AND FITTINGS.

SIZE SLV. PVC SLEEVE PIPE. CLASS 200, PVC. SOLVENT WELD PVC PIPE AND FITTINGS.

## SPRAY BODIES

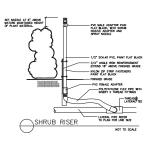
RAMBRD 1800 SERIES SPRAY BODIES & ADAPTERS POLY PIPE AND INSERT FITTING SWING JOINTS PROVIDE MRY SPRAY NOZZES FOR PLAN.

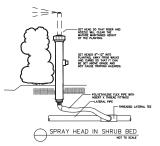
USE U—SERIES NOZZES FOR "B", "D", "E", "N", "N", "Y", "N" A "P" NOZZE DESIGNATION USE VAN SERIES NOZZES FOR "Z", "Z", "Z", "A" "NOZZE DESIGNATION USE VAN SERIES NOZZES FOR "Z", "Z", "Z", "A" "NOZZE DESIGNATION

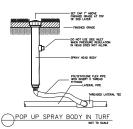
- T ▲ 12" POP-UP SHRUB SPRAY BODY

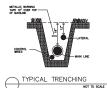
  R X" SHRUB NOZZLE ON PVC RISER
- TREE BUBBLER ON FLEX PE PIPE

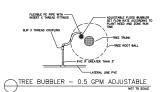
LETTER	GPM AT 30 PSI	RADIUS	PATTERN
A	0.92	15'	QUARTER
В	1.30	15"	ONE THIRD
Ċ	1.85	15'	HALF
D	2.48	15"	TWO THIRD
Ē	2.92	15"	THREE QTR.
Ë	3.70	15'	FULL
G	0.65	12'	QUARTER
H	0.90	12"	ONE THIRD
J	1.30	12'	HALF
K	1.75	12"	TWO THIRD
L	2.00	12"	THREE QTR.
м	2.60	12'	FULL
N	0.39	10"	QUARTER
P	0.57	10"	ONE THIRD
R	0.79	10"	HALF
Q	1.58	10"	FULL
U	0.61	4' X 15'	END STRIP
UI	0.5	4" X 15"	LEFT CORNER STRIP
Ur	0.5	4" X 15"	RIGHT CORNER STRIP
V	1.21	4' X 30'	SIDE STRIP
w	1.2	4' X 30'	CENTER STRIP
<u>X</u> .	1.7	9 X 18	SIDE STRIP
41	VARIES	10'	10' ADJUSTABLE ARC
42	VARIES	12' 15'	12' ADJUSTABLE ARC
1 6	0.5	15	15' ADJUSTABLE ARC FLOOD BURBLER
۱ ۸	1.0	5'	STREAM BUBBLER
ΙΫ́	0.26	8'	OLIARTER
2	0.26	8'	ONE THIRD
1 5	0.52	8'	HALF
Z1 Z2 Z Y O 1 2 3 4 5 6 7	1.05	8'	FULL
5	.1	5'	QUARTER
6	.2	5'	ONE THIRD
l ž	.2	5'	HALF
8	.38	5'	FULL

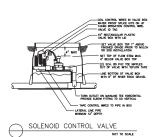


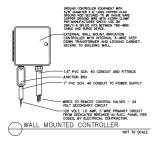


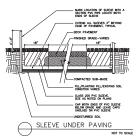


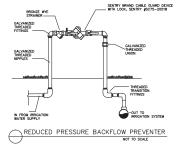












IRRIGATION LEGEND, NOTES 19012 PSI MLJ 9/11/19 AS SHOWN MLJ

Ecotone Land Design Landscape Architectural Site Planning

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DETAILS

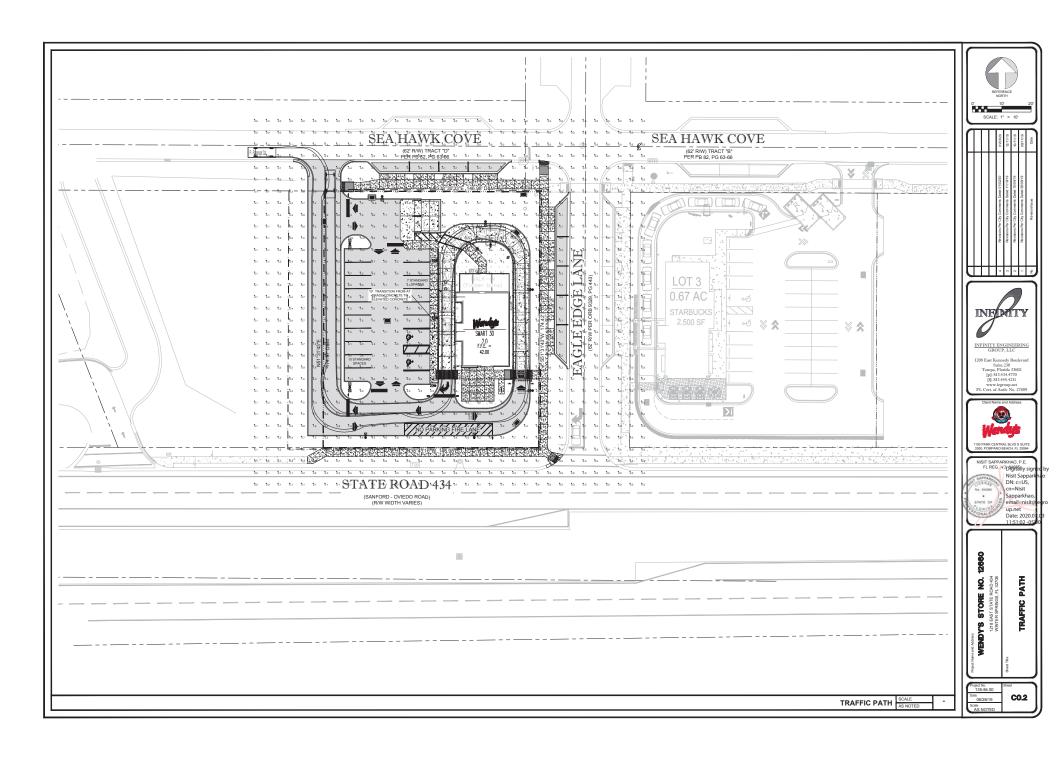
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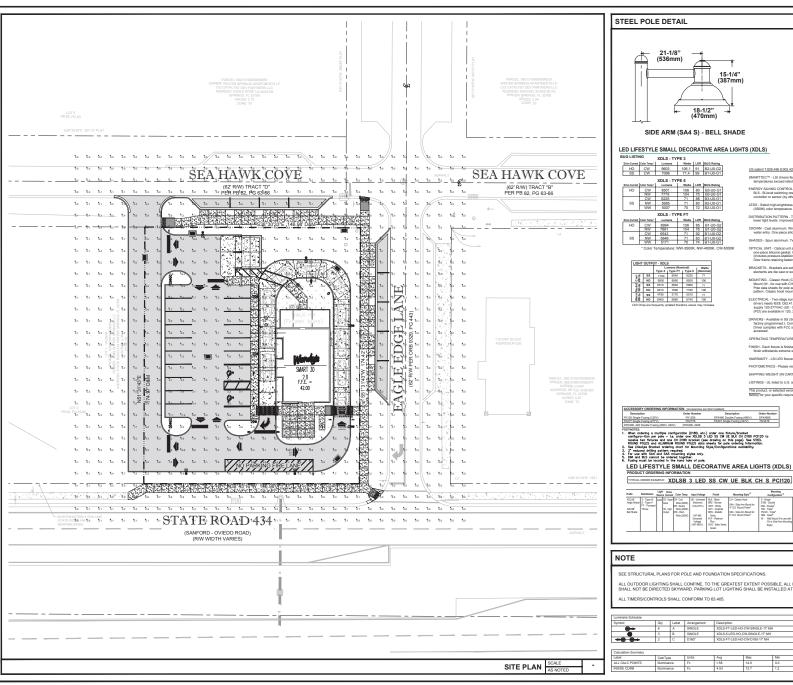
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ENDY'S SR 434 AND WINTER SPRINGS,

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- US patent 7,828,456 8,002,428, 8,177,386 8,434,893 8,567,983 and US & int1. patents pending SMARTTEC™ - LSI drivers feature integral sensor which reduces drive current when ambient temperatures exceed rated temperature
- ENERGY SAVING CONTROL OPTION DIM 0-10 volt dimming enabled with controls by others BLS Bi-level switching responds to external line voltage signal from separate 120-277V controller or sensor (by others), with low light level decreased to 30% maximum drive current.
- DISTRIBUTION PATTERN Types 3, FT and 5. Exceptional uniformity lower light levels. Improved backlight cutoff minimizes light trespass.
- SHADES Spun aluminum. Two shade styles available A Angle and B Bell.

- Pole data sheets for pole selection information. Side Arm pole settern. Classic hook mount requires a 4" O.D. pole or tenon.

- PHOTOMETRICS Please visit our web site at www.isi-industries.com for detailed photometric data.
- This product, or selected versions of this product, meet the standards listed below. Please consult factory for your specific requirements
- DFK480 Double Fusing (480V) DFK4805 FK347 Single Fusing (347V) FK3476
- LED LIFESTYLE SMALL DECORATIVE AREA LIGHTS (XDLS)

Profix	Distribution	Soun	t Drive	Color Temp	Input Voltage	Finish	Mounting Style <sup>1,3</sup>	Mounting Configuration <sup>1,2</sup>	Options
Angle Shade	3 - Type III 5 - Type V FT - Forward Throw		HO-High	CW - Cod White (50000) WW - Neutral White (40000) WW - Warm White (50000)	(120-277V) 347-480	BRZ - Bronze WhiT - White GPT - Graphite MSV - Metallic	CH - Classic Hook SA4 - Side Arm Mount for 4" O.D. Round Poless* SA5 - Side Arm Mount for 5" O.D. Round Poless*	S - Single D183 - Double D00 - Double <sup>®</sup> 190 - Trople <sup>®</sup> 190 - Trople <sup>®</sup> 000 - Quad <sup>®</sup> W - Wall Mount (For use with CH or Side Arm Mounting Shiple)	CIM - 0-10 Volt Climming (from external signal)* ILS - Bill-risk Satching (from external 125-277V signal)* Button Type Photocilla PCD120 - 120V PCD205-277V - 205-277V PCD547 - 347V

- SEE STRUCTURAL PLANS FOR POLE AND FOUNDATION SPECIFICATIONS.
- ALL OUTDOOR LIGHTING SHALL CONFINE, TO THE GREATEST EXTENT POSSIBLE, ALL EMITTED LIGHT ONLY TO SUBJECT PROPERTY, AND SHALL NOT BE DIRECTED SKYWARD. PARKING LOT LIGHTING SHALL BE INSTALLED AT A 90-DEGREE ANGLE.

Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLD	UDF	LLF	Arr. Lum. Lumens	Arr. Watts
-	6	A	SINGLE	XDLS-FT-LED-HO-CW-SINGLE-17" MH	1.000	1.000	1.000	8994	108
•	3	В	SINGLE	XDLS-5-LED-HO-CW-SINGLE-17" MH	1.000	1.000	1.000	8501	108
<del>-0 0-</del>	2	С	D180°	XDLS-FT-LED-HO-CW-D180-17 MH	1.000	1.000	1.000	17988	212

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	MaxMin
ALL CALC POINTS	Illuminance	Fc	1.58	14.0	0.0	N.A.	N.A.
INSIDE CURB	Illuminance	Fc	4.53	12.7	1.2	3.78	10.58









INFINITY ENGINEERING GROUP, LLC 1208 East Kennedy Boulevan



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## VICINITY MAP (NOT TO SCALE)



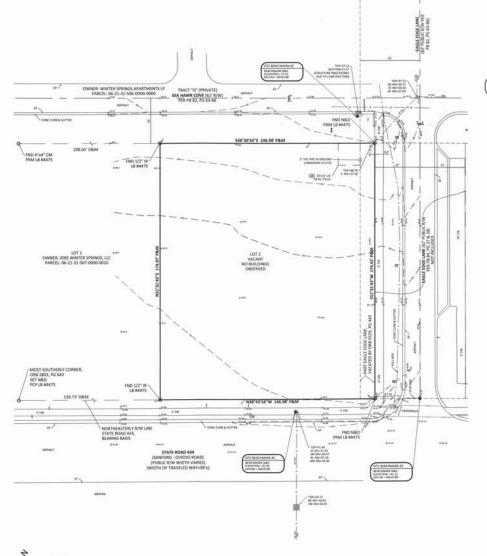
## DESCRIPTION

LOT 2, WSTC OCEAN BLEU, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGES 37 AND 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

## NOTES

- BEARING STRUCTURE IS ASSUMED AND BASED ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 434 BEING N38\*43\*16\*W.
- 2. THIS SURVEY REFLECTS ONLY MATTERS OF RECORD AS PROVIDED BY THE CLIENT OR
- 3. THE SURVEY WAS MADE ON THE GROUND. THE UNDERGROUND UTLITES SHOWN MAYER BIN LOCATE FROM REID SURVEY INFORMATION AND DESTRING DIAMNECS. THE SURVEYOR MAKES NO QUARANTEE THAT THE UNDERGROUND UTLITIES SHOWN COMPRESS ALL SUDVE HITLERS IN THE AREA, EITHER IN SERVICE ON ABANDOWSD. THE SURVEYOR WITHER DOCS NOT MARRIANS THAT THE UNDERGROUND UTLITES SHOWN AREA THE TOO SHOW THE SHOWN THAT THE SURVEY WAS THE WAS THE THAT THE THE SHOWN THE SHO
- THIS BUILDING/LOT LIES IN ZONE "X", BASED ON FLOOD INSURANCE RATE MAP NO. 12117/20160F, COMMUNITY NO. 120295, CITY OF WINTER SPRINGS, SEMINOLE COUNTY. FLORIDA, FFECTIVE SEPTEMBER 28, 2007.
- 5. ACCORDING TO FLORIDA STATUTES, CHAPTER 472-025, A LAND SURVEYOR SHALL NOT AFTER 16 SEAL OR NAME TO DAYF PLAN OR DRAWING WINCH DEFETS WORK WHICH HE IS THEREIS. THEREOU, WE ARE UNABLE TO EXEMP AS TO MUNICIPAL ZONING COMPUNES, INTERPRETATION OF ZONING CODES OR THE DETERMINATION OF VOLUNTIONS THEREOF.
- 6. THIS SURVEY IS VALID ONLY FOR THE PARTIES TO WHOM IT IS CERTIFIED.
- 7. THIS SURVEY EXCEEDS THE ACCURACY REQUIREMENTS SET FORTH IN FLORIDA STATUTES.
- THIS SURVEY WAS MADE WITH BENEFIT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY'S ORDER NO.: 7823984, DATED: JULY 25, 2019.
- ELEVATIONS BASED ON SEMINOLE COUNTY BENCHMARK #4733701, HAVING A ELEVATION OF 44.4500 FEET. INAVD 883.

## ALTA/NSPS LAND TITLE SURVEY



**GRAPHIC SCALE** 

## TITLE EXCEPTIONS

S. UNRECORDED LEASE AGREEMENT BY AND BETWEEN SCHRIBSHER MARAGEMENT, LARKOND, AND MARMON, INC. OUTDOOR AGVERTISING, TENANT, SATED AND A. 1990, UNRECORDED AGVERTISING, TENANT, SATED AND A. 1990, UNRECORDED AGVERTISING, TENANT, SATED AND ACCOUNT OF THE WARTH SECOND AND ACCOUNT OF THE WARTH SECOND ADMINISTRY TO BUILDIAGH LIAMS RECORDED MARCH 27, 1995 IN OFFICIAL RECORDES SOCK 2895, PAGE 1517, 1907 A SWINTY MATTIEL, CONTINUES ON LOCATIONS.

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SECURITIES AND SECURIT

7. TOWN CENTER PHASE IA SITE DEVELOPMENT PRIMIT AGREEMENT BY AND BETWEEN THE CITY OF WANTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION, AND MAIN STREET ASSOCIATES, LLC, A EGRORIA LIMITED CAMBERY, RECORDED MAYE, 2006 IN OFFICIAL BECORDS BOOK 6237, PAGE 628, (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEBOT, 1

B. MAGNOLIA PARK EXPANSION PARKS AND RECREATION FEE CREDIT AGREEMENT BY AND BETWEEN WINTER SPRINGS HICKNORS, MC., AD ELLIWARKE CORPORATION, AND THE CITY OF WINTER SPRINGS, FORDER, A FEIGH AN MUNICIPAL CORPORATION, RECORDED MOVEMBER 18, 2009 IN OFFICIAL RECORDS BOOK 7290, PAGE 467, (NOT A SURVEY MATTER, CONTAINS NO EXSEMBLY TO GETECT.)

9. AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION, RECORDED MOVEMBER 2, 2010 IN OFFICIAL RECORDS BOOK 7472, PAGE 1007. (NOT A SURVEY MATTER, CONTAINS NO EASEMENTS TO DEPICT.)

10. FUTURE DEVELOPMENT COMMITMENT AGREEMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., D. DELANMAR CORPODATION, AND THE CITY OF WINTER SPRINGS, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, RECORDED INSYMBER 29, 2010 IN OFFICIAL RECORDS BOOK 7466, PAGE 146. (NOT A SURVEY MATTER, CONTAINS NO LISEMENTS TO DEPICT.)

11. TERMS AND PROVISIONS OF UTILITY EASEMENT AGREEMENT BY AND RETWEEN WINTER SPRINGS INCLUDING, INC., A DILAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, INCO., A FIGURE AN AUGUSTA MARKENS CORPORATION, RECORDED SOURS 120, FIGURE OF OPPICAL RECORDS 2006 7486, PAGE 155, BT 6 NOT ON, NOR DOES IT TOUGH, THE SURVEYED PROVIERTY.)

12. TERMS AND PROVISIONS OF TEMPORARY PUBLIC DRAINING EASIMENT BY AND BETWEEN WINTER SPRINGS HOLDINGS, INC., A DELAWARE CORPORATION, AND THE CITY OF WINTER SPRINGS, RUDBLY, A FORDER AND ADDRESS AND CORPORATION, AND THE CORPOR DAVINGY 18, 2012 IN OFFICIAL RECORDS BOOK 7699, PAGE 200, INT IS MOT ON, MOR DOES IT TOMON, THE SURVEYED PROPERTY.)

13. DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTER SPRINGS, A FLORIDA MUNICIPAL CORPORATION, AND WRITTER SPRINGS INCLINAGE, INC., A DICLAWARE CORPORATION, RECORDED AND USE 2, 2015 IN OFFICIAL RECORDED AND USE 3, 40EL 123. TO COPTAIN HIST RECORDED AND USE 731, 2027 IN OPPICIAL RECORDED ADDRESS, AND USE 2, 2021 IN OPPICIAL RECORDED BODGE RESS, PAGE 2173. (CONTAINS NO BLASHANTS TO DESERT.)

14. RESTRICTIONS, COVERANTS, COMOTIONS AND EASIMENTS, WHICH INCLIDE PROVISIONS OF CONTROL OF CONTROL OF COMMUNICATION OF COMM

5. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED IN THE PLAT OF WINTER SPRINGS APPAITMENTS - A REPAIT, RECORDED IN PLAT BOOK R2, PAGE IS THROUGH RS INCLUSIVE, OF THE PUBLIC RECORDED OF SEARING COUNTY, FLORIDA, AS LIFECTED BY RESOLUTION NO. 2018-24 RECORDED APRIL 5, 2019 IN OFFICIAL RECORDS BOOK

14. TRIMAS AND PROVISIONS OF THAT CERTAIN UNRECORDED COMMERCIAL LEASE BY AND RETWERS SHOW WHITE SHRINGS 444, LC, A FLORIDA LIMITED SHAPE, AND CHARGE AND A SHAPE SHOW WHITE SHRINGS 445, LC, A FLORIDA LIMITED CARBONITY COMPANY, LANCORD BY A LONG AND CHARGE AND CARBONITY COMPANY, LANCORD BY A LONG AND CHARGE WITH MICHARD AND CHARGE AND CHARGE

17. RESTRICTIONS, COVERANTS, CONDITIONS AND EASEMENTS, WHICH INCLUDE PROVISIONS FOR A AN EASEMENT ON THE LAND, ILL ALEN FOR LIGHDATED DAMAGES, AND C. A PRIVATE FOR A LIGHT CONTROL OF THE CONTROL ON THE CONTROL OF THE

18. RESTRICTIONS, COVENANTS, CONDITIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED ON THE PLAT OF WATC OCCAN BELD, RECORDOL IN PLAT BOOK 48, PAGES 37 AND 38, OF THE PUBBLE RECORDS OF SEMNOLE COUNTY, FLORICA, (CONTAINS NO EASEMENTS TO DEPICT.)

## ACCURIGHT

ACCURIGHT SURVEYS OF ORLANDO INC., L8 4475 2012 E. Robinson Street, Orlando, Florida 32803 www.AccurightSurveys.net ACCU@AccurightSurveys.net PHONE: (407) 894-6314

ALE: 1" = 20' | 108 #49917 RIGINAL DATE: 4/16/19 | DRAWN BY ANT

INFINITY ENGINEERING GROUP, LLC

SUBDIVISION NAME: WSTC OCEAN B

E STATE ROAD 434

WINTER SPRINGS, FL 32708

| STATE | STAT

## BOUNDARY SURVEY DATE: 8/20/19 per 5J-17.051(3)(b)3 Florida Administrative Code

DATE:	108 #	REVISION	BY:
8/20/19	51563	RESURVEY / TITLE UPDATE	ANT
			_
			-
			-
			_
			_

### BOUNDARY AND LOCATION SURVEY

O: INFINITY ENGINEERING GROUP, LLC; JOBS WINTER SPRINGS, LLC FLORIDA LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE VALIBANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WORDH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMALM STANDARD DETAR, REQUIREMENTS FOR ALTRAMPS LAND TITLE SURVEYS, JOHNTLY ESTABLISHED AND ADOPTED BY ALTA AND NOSP, AND INCLUDES TEXAS 1, 2, 3, 4, 5, 8, 9, 11 AND 13 OF TRAKE A THERROT. THE FILEDWORK WAS COMPLETED ON AUGUST 20, 2019.

RONALD K. SMITH, PSM 5797

"THE DATE OF SIGNATURE DOES NOT REVISION DATE"
BOUNDARY SURVEY DATE OR REVISION DATE.

"THE DATE OF SIGNATURE DOES NOT REVISE OR SUPPRISEDE THE BOUNDARY SURVEY DATE OR REVISION PACE."

THIS SURVEY MEETS THE "STANDARDS OF PRACTICE" AS REQUIRED BY CHAPTER 51-17 FLORIDA BOARD OF LAND SURVEYORS, FURSIANT TO SECTION 472-027 OF THE FLORIDA STANDARD.

SECTION 472-027 OF THE FLORIDA STATUTES.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER." - OR.

"NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER." - OR-THE DIGITAL SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RONALD K. SMITH, PSM 5797. Architects
Environmental
M/E/P
Surveyors

5601 Mariner Street Suite 105 Tampa, FL 33609 Phone: 813.288.0233 Fax: 813.288.0433

# Memo

Date: December 19, 2019

To: Christopher Schmidt

**Organization:** City of Winter Springs

From: Sandra Gorman, PE

**Re:** Winter Springs Town Center Commercial Outparcels

As requested, CPH has reviewed the traffic study for the Winter Springs Town Center Outparcels dated March 2019. It is our understanding that the traffic analysis was previously reviewed and has been submitted again to support the permitting of the Wendy's restaurant. We have the following comments upon review of the traffic analysis:

1) The existing traffic volumes do not appear to be seasonally adjusted to reflect peak season conditions based upon the Seasonal Correction Factors published by FDOT. Based upon the previous acceptance of the traffic analysis, *no revisions are required* to the analysis based upon this comment, however, future analyses should reflect peak season conditions.

## 2) Trip Generation

- The average rates from ITE Trip Generation 10<sup>th</sup> Edition were used to calculate the trip generation for all land uses, however, the equation should be used where appropriate. A review of the calculations indicates that only the daily traffic associated with the bank would be impacted significantly by the change (404 daily trips vs. 347 trips reported). However, based upon a review of the roadway analysis the change in calculation would not impact the outcome of the analysis therefore no revisions to the analysis are required.
- Pass-by calculations should be checked for reasonableness to ensure they do not exceed 10% of the adjacent street traffic. Since this only impacts the driveway analysis, no revisions to the analysis are required.
- No internal capture was assumed between uses or in conjunction with the adjacent apartments. This represents a conservative approach to the trip generation and it should be noted that the actual trip generation may be lower as a result of the interaction between uses and the adjacent residential development.



- 3) The signal timings were optimized between existing and future conditions in the Synchro analysis. Signal timings should remain constant between scenarios to better evaluate the actual impact of project traffic and optimization should be noted in the report. Seminole County's dynamic signal system allows for this optimization therefore *no revisions to the analysis are required*, but should be noted in the future.
- 4) SR 434 and Michael Blake Boulevard
  - The traffic analysis recommends monitoring the intersection for future signalization if warrants are met. It should be noted that the intersection does not meet the minimum FDOT signal spacing standard for a Class 3 roadway.
  - A westbound right turn lane is proposed in the traffic study; however it is not reflected in the intersection analysis. Based upon the previous acceptance of the traffic study and the subsequent construction of the turn lane, no revisions to the analysis are required. However, upon evaluating the intersection for signalization, the length of the turn lane as recommended in the traffic analysis should be revisited to ensure adequate storage for queueing not required under an unsignalized condition.
  - Similar to the westbound right turn lane, the existing eastbound left turn lane should be re-evaluated upon potential signalization to verify that adequate queue storage is available.
  - 5) The proposed Wendy's is 2,163 square feet which is consistent with the trip generation calculations presented in the traffic analysis and therefore the results of the traffic analysis remain consistent with the proposed development.
  - 6) The traffic analysis suggested monitoring the intersection of SR 434 and Michael Blake Boulevard for future signalization, based upon the traffic volume projected to use the intersection in the study, it is recommended that a timeframe be established to begin the traffic monitoring. It is recommended to conduct traffic counts and preliminary intersection analysis within 3-6 months of the opening of the proposed development to verify traffic conditions.

If you have any questions concerning the trip generation review, or would like to discuss these items in more detail, please do not hesitate to contact me.

December 12, 2019

Ms. Marla Molina Sr. Planner City of Winter Springs 1126 East State Road 434 Winter Springs, FL 32708

RE: Project Name: Wendy's Store No. 12660

Site Address: 1218 E. State Road 434

Winter Springs, FL 32708

Application No. ZP2019-00000007



INFINITY ENGINEERING GROUP, LLC

## **Waivers Requested:**

- The eight (8)-foot max building front principle plane setback is not being met (LDC Transect 5 Setback Table).
   Response: A waiver is requested to the requirement of LDC Transect 5 Setback for an eight (8)-foot maximum building front principle plane setback to allow a building with a front principle plain setback of ± 54.6 feet.
- 2. The required minimum of 0 feet and maximum of twenty-four-foot maximum side principle plane setback for the building on the western property side is not being met (LDC Transect 5 Setback Table).
  - Response: A waiver is requested to the requirement of LDC Transect 5 Setback Table for a side principle plane setback of a minimum of 0 feet and a maximum of 24 feet to allow a building with a side principle plane setback of ±91.44 feet from the western property line
- 3. The minimum 80 percent frontage buildout at front setback is not being met (LDC Transect 5 Setback Table).

  Response: A waiver is requested to the requirement of the LDC Transect 5 Setback Table for 80 percent building frontage at the front setback to allow a building with ± 25 percent frontage.
- 4. Since the drive-thru lane is not to the rear of the building and will be visible from State Road 434, either intensified landscaping or a wall shall be provided between the drive thru lane and the adjacent parking along the area between the two (2) drive-thru windows.
  - Response: A waiver is requested to LDC subsection 20-324(6) requiring drive-thru windows to be located in the rear or in alley accessed location to allow a drive-thru window to the side of the building.
- 5. Per LDC 20-324(8).f, the landscape islands are required every (6) spaces in the parking lot. Response: A waiver is requested to the requirement of LDC subsection 20-324(8).f requiring landscaping islands every six (6) parking spaces to allow 10 parking spaces between landscaping islands

Please do not hesitate to contact us at (813) 434-4770 with any comments or questions. Sincerely,

Infinity Engineering Group, LLC.

Nisit Sapparkhao, P.E.

President

# Incorporated 1959

# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

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

Application - Waiver

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.



## CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

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

Application - Waiver

## REQUIRED INFORMATION: James Vandercrake (agent) Applicant(s): Date: Infinity Engr. Group, 1208 E. Kennedy blvd., Suite 230, Tampa, FL 33602 Mailing address: james@iegroup.net Email: 813-434-4770 Phone Number: JDBS Winter Springs, LLC, Joseph DiGeriando, Manager Property Owner(s): 14608 North Dale Mabry Hwy., Tampa, FL Mailing Address: floridaequitycapital@hotmail.com Email: 813-961-8715 Phone Number: Wendy's #12660 Project Name: 1218 East State Road 434, Winter Springs, FL 32708 Property Address: 06-21-31-506-0000-0040 Parcel ID(s): 25,676 s.f./0.589 ac. Parcel Size: vacant/undeveloped Existing Use: Town Center District T5 Future Land Use: TC (T5) Zoning District: All waiver requests shall be written in the following format: A waiver is requested from Winter Springs City Code 'X' to allow 'Y' in lieu of 'Z'. After the request, the applicant shall provide a justification for each waiver request. List Waiver(s)(provide additional sheets if necessary): See attached waiver list. Demonstrate that the applicable term or condition clearly creates an illogical, impossible, impractical, or patently unreasonable result related to the proposed property and development? The Wendy's site is bordered on three sides by public streets and the fourth by a shared entrance drive aisle. Setback and buffering requirements along with vehicular circulation for emergency vehicles and patron access adversely limit the developer's ability to comply with code.



# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

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?

The project contributes to the Infrastructure Element of the Comprehensive Plan by constructing off-site water & sewer mains. The restaurant building has been architecturally enhanced to conform to the T5 (Urban Center Zone) building height minimum of 2 stories. The restaurant building conforms to side and rear setbacks. Landscaping, site and building lighting and signage in conformance with the code. Will the proposed development plan significantly enhance the real property? The development will enhance the real property by providing a food source destination along with a source of employment and tax paying property owner. Will the proposed development plan serve the public health, safety, and welfare of the City of Winter Springs? The restaurant will provide a safe work environment and an economic boost to the local economy Will the waiver diminish property values in or alter the essential character of the surrounding neighborhood? The waiver will allow development of the parcel in a way consistent with the existing and proposed commercial uses and will not diminish property values in our opinion. Proposed pedestrian access circulation patterns will provide adjacent residents with a meeting destination to reduce vehicular traffic. 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 items allow the developer to construct a business which conforms to the corporate image that customers easily identify and provides a safe pedestrian and vehicular circulation pattern.

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

The Wendy's is similar in theme to the adjacent Starbucks and will blend with the Chase Bank and multi tenant retail facility in providing pedestrian access to a variety of services.



# CITY OF WINTER SPRINGS COMMUNITY DEVELOPMENT DEPARTMENT

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

Application - Waiver

condi	he applicant agreed to a binding development agreement required by city to incorporate the terms and tions of approval deemed necessary by the City Commission including, but not limited to, any mitigative iques and plans required by city code? Yes No _TBD
	Il witnesses that the applicant intends to present to the City Commission to provide testimony: Schultz, Bleu Ocean Group
Mike	Muroff, Purdy Muroff Architects
	ibe with specificity any evidence which the applicant intends to present to the City Commission, including actual testimony, maps, photographs, records or reports and/or expert testimony:
	· · · · · · · · · · · · · · · · · · ·
applic docum	n all documentary evidence which the applicant intends to present to the city commission to the back of this ation. The Applicant has a continuing duty to update the list of witnesses, description of evidence, and nentary evidence throughout the application process. Additional witnesses or evidence will not be admitted city commission hearing if not submitted at least seven (7) days prior to such hearing.
REQL	JIRED DOCUMENTATION (PDF):
X	A complete Application and Fee (\$500.00*)
X	A general description of the relief sought under this division
X X X	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
<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>	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).

\* 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.

2019/10 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

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 (Pript): James Vandercrake (agent)
Applicant Signature: James James CAR Date: 10/17/18
Business Name: Infinity Engineering Group, LLC
Address: 1208 E Kennedy Bvd Ste 230, Tpa, FL 33602 Parcel ID: 06-71-31-506-0000-0040
STATE OF FL COUNTY OF Hillsborough Date
The foregoing instrument was acknowledged before me this 17 day of October, 2019, by  James Vandercrake who is personally known to me or who has produced  as identification and who did did not take an oath.
Edwin Prado Date: October 17, 2013 Edwin Armando Prado Compression & GG203022
Notary Public Signature: Expires: April 2, 2022
My Commission expires: April 2,2022
Note: The Property Owner shall sign and have their signature notarized below if the Applicant is not the owner of the subject property.
Property Owner's Name (Print): Joseph DiGeriando, Manager
Property Owner Signature: 10/17/19 Date 16/17/19
STATE OF FL COUNTY OF HILLSBOROUGH
The foregoing instrument was acknowledged before me this 17 day of OCTOBER, 20/9, by lost Ph Di CERLANGO who is personally known to me or who has produced as identification and who did/did not take an oath.
Notary Public Signature: Joshuac Horrocks  MY COMMISSION # GG 05596
My Commission expires: 1/17/202/ Service EXPIRES: January 17, 2021

# 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 AGREEMENT**

JDBS Winter Springs, LLC (Wendy's)

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and executed this day of \_\_\_\_\_\_, 2020, 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 JDBS WINTER SPRINGS, LLC, a Florida Limited Liability Company, whose address is 10931 N Dale Mabry Hwy, Tampa, Florida 32618-4112.

## **WITNESSETH:**

**WHEREAS,** Developer is the owner of approximately 0.59 acres, more or less, of real property located in the Winter Springs Town Center, T5 Transect, generally west of the intersection of Eagle Edge Lane and SR 434, Winter Springs, Seminole County, Florida, more particularly described herein ("Property"); and

**WHEREAS,** Developer has applied for Final Engineering/Site Plan Approval, Aesthetic Plan Approval, and certain Waivers from the Town Center Code in order to construct a Wendy's Restaurant with a drive-through on the Property; 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 December 17, 2019; 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,** the Developer has proposed to construct certain public and private improvements on property that is not currently owned by the Developer, namely that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66; and

WHEREAS, the Developer shall be required to obtain the consent of the adjacent property owner to construct the certain public and private improvements as described herein and included as conditions of approval for the Project; 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.</u> The real property subject to this Agreement has a tax parcel identification number of 06-21-31-507-0000-0020 and is legally described in <u>EXHIBIT "A"</u>, attached hereto and fully incorporated herein by this reference ("Property").
- **4.0** <u>Project Description and Requirements.</u> Developer shall, at its expense, design, permit and construct a 2,163 square-foot fast food restaurant with a drive-through and outdoor patio on the Property, located in the City of Winter Springs Town Center. The restaurant and all public and private project infrastructure shall be constructed in a single phase.

(Hereinafter the project description and requirements are referred to as the "**Project**").

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 No: ZP2019-00000007 - WENDY'S NO. 12660

Specific conditions of approval for the above-referenced 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. The Developer (JDBS Winter Springs) shall be required to obtain a private easement to allow JDBS Winter Springs to plant, install, construct, maintain, and repair landscaping, vegetation, and parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat

- Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed landscaping, vegetation and parallel parking spaces as depicted in the Final Engineering Plans.
- B. The Developer (JDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for the construction and maintenance of a sidewalk for public pedestrian access and use within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66, in a width sufficient to accommodate the proposed sidewalk as depicted in the Final Engineering Plans.
- C. The Developer (JDBS Winter Springs) shall be required to obtain a public easement in favor of the City of Winter Springs, in a form to be approved by the City Attorney, to allow for public parking use of the parallel parking spaces within the private right-of-way for that portion of Sea Hawk Cove known as "Tract D" per the Winter Springs Apartments Replat, Plat Book 82, Pages 63 through 66. The Developer shall not be permitted to close the parallel parking spaces on Sea Hawk Cove to the public, except for the purpose of making necessary repairs and conducting maintenance and provided five (5) business days' notice is given to the City. The Developer shall not be permitted to install signage labeling the parallel parking spaces for Wendy's customer use only, or for the sole use of any future business's customers.
- D. The Developer shall obtain the easements described in Conditions of Approval A-C prior to obtaining any building permits.
- E. The Developer currently owns both the Property and the adjacent parcel, intended to be a future site of a Chase Bank, which will share a common driveway access. The common driveway access will be constructed to straddle the Property's western property line. Therefore, should the Developer ever in the future sell or convey either the Property or the adjacent parcel, Parcel ID 06-21-31-507-0000-0010, the Developer shall be required to reserve an ingress and egress easement over the common driveway for the benefit of the remaining parcel. Should the parties ever mutually desire to terminate said ingress and egress easement over the common driveway, prior to executing such termination, the Parties shall seek and receive consent from the City of Winter Springs and obtain an amendment to the site plan.
- F. The Developer shall add a decorative railing for safety purposes along the sidewalk located between the parking lot and the drive-through window.
- G. The trees proposed to be planted in the public right-of-way by the Developer 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 has become severely diseased or damaged to the point that the viability of the tree has been significantly compromised, the Developer shall be required to replace the tree. In the event that Developer fails to perform the necessary maintenance, repairs or replacements of any of the trees, 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.

- **5.0** <u>Future Permitting.</u> 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.
- **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. 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.

- Upon full execution by the Parties, this Agreement shall be Recordation. recorded in the Public Records of Seminole County, Florida by the City. The Developer shall be responsible for all recording fees associated with this Agreement.
- **Relationship of the Parties**. The relationship of the parties to this Agreement is 14.0 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).
- <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 **Interpretation.** 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.
- 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.
- **Specific Performance**. 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.
- Attorney's Fees. 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.
- **Development Permits**. 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 DEVELOPMENT AGREEMENT

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 <u>Termination.</u> 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 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 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 Garganese, Weiss, D'Agresta & Salzman, P.A. 111 N. Orange Avenue, Suite 2000 Orlando, FL 32802

## For Developer:

JDBS WINTER SPRINGS, LLC 10931 N. Dale Mabry Hwy., Tampa, FL 33618 Attn: Bryan Schultz Phone: 813 760-2621 b.schultz@oceanbleugroup.com

## copy to:

Graham Legal Group, PLLC 1000 Legion Place, Suite 1200 3208C E. Colonial Drive, Box 292 Orlando, Florida 32803

Attn: Jesse E. Graham, Jr. Phone: 407-230-6449

Email: jgraham@grahamlegalgrp.com

WEN-ACQUISITIONS, LLC
1100 Park Central Blvd. South, Suite 3300
DEVELOPMENT AGREEMENT
City of Winter Springs and JDBS Winter Springs, LLC.
Page 7 of 11

Pompano Beach, FL 33064

Attn: Sauris Lugo / Jhonny Mercado

Phone: 561-997-6002

Email: <a href="mailto:slugo@jaerestgroup.com/jmercado@jaerestgroup.co

copy to:

Raul Gastesi, Esq. Gastesi & Associates, P.A. 8105 NW 155<sup>th</sup> Street Miami Lakes, FI. 33016 Phone: 305-801-1292

Email: rgastesi@gastesi.com

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** Assignment. Prior to completing the construction of the Project and reaching final build-out of the Project, 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. However, Developer shall be entitled to assign its rights and obligations under this Agreement to a parent, subsidiary, or affiliated entity in which Developer or its members are members or interest holders without City consent, provided that the City is given notice of such assignment in accordance with Section 26.0 herein. 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.

**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	
ATTEST:		
By: Christian Gowan, Interim 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

Signed, sealed and delivered in the presence of the following witnesses:	JDBS WINTER SPRINGS, LLC
	Print name and title:
Signature of Witness	Date:
Printed Name of Witness	
Signature of Witness	
Printed Name of Witness	
STATE OFCOUNTY OF	
The foregoing instrument was acl	knowledged before me by means of □physical presence day of, 2020, by,
theof	, a limited liability company, on
behalf of the company, who is persona as identification.	ally known to me 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.

## **EXHIBIT A**

## PROPERTY LEGAL DESCRIPTION

## Wendy's 12660, 1218 East State Road 434, Winter Springs, FL

LOT 2, WSTC OCEAN BLEU, ACCORDING TO PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGES 37 AND 38, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINS 25,677 SQUARE FEET OR 0.590 ACRES MORE OR LESS.