

APOPKA CITY COUNCIL AGENDA
November 01, 2017 1:30 PM
APOPKA CITY HALL COUNCIL CHAMBERS
Agendas are subject to amendment through
5:00pm on the day prior to City Council Meetings

CALL TO ORDER

INVOCATION - Pastor James Hicks from Center of Faith Church

PLEDGE

AGENDA REVIEW:

Employee Recognition:

- ❖ Five Year Service Award – Jon McGuire II – Fire/Suppression
- ❖ Ten Year Service Award – Robert Campbell – Police/Support Services
- ❖ Ten Year Service Award – Harold Cummings – Police/Field Services
- ❖ Ten Year Service Award – Robert “Bob” Shelton – Information Technology
- ❖ Ten Year Service Award – Michael “Mike” Reagor – Police/Support Services
- ❖ Fifteen Year Service Award – John Drechsel – Fire/EMS
- ❖ Fifteen Year Service Award – Christopher “Chris” Cowley – Fire/EMS
- ❖ Fifteen Year Service Award – Matthew “Matt” Gurgone – Fire/EMS
- ❖ Fifteen Year Service Award – Daniel “Dan” McGatlin – Fire/Suppression
- ❖ Twenty Year Service Award – RL Colina – Fire/EMS

PUBLIC COMMENT; STAFF RECOGNITION AND ACKNOWLEDGEMENT

Public Comment Period:

The Public Comment Period is for City-related issues that may or may not be on today’s Agenda. If you are here for a matter that requires a public hearing, please wait for that item to come up on the agenda. If you wish to address the Council, you must fill out an Intent to Speak form and provide it to the City Clerk prior to the start of the meeting. If you wish to speak during the Public Comment Period, please fill out a green-colored Intent-to-Speak form. If you wish to speak on a matter that requires a public hearing, please fill out a white-colored Intent-to-Speak form. Speaker forms may be completed up to 48 hours in advance of the Council meeting. Each speaker will have four minutes to give remarks, regardless of the number of items addressed. Please refer to Resolution No. 2016-16 for further information regarding our Public Participation Policy & Procedures for addressing the City Council.

CONSENT (Action Item)

1. Approve the issuance of blanket purchase orders for the Sanitation and Streets Divisions.
2. Authorize the City to amend and extend of Inmate Contract W1085 with the Department of Corrections.
3. Approve Unifirst Corporation to provide uniform apparel services to the Public Services Department for FY 2018.
4. Approve the rebuild of computer software inspection equipment on the wastewater maintenance service van.
5. Approve the Holly Estates agreement for oversizing the potable water and sewer force main pipe sizes.
6. Award a contract to Dell Financial Services for the lease of Police and Fire Department Laptops.

BUSINESS (Action Item)

1. Approve an MOU in order to join a coalition for an EPA Brownsfield Grant Application. Shakenya Jackson
2. Approve the purchase of two (2) sets of high density polyethylene pipe (HDPE) crimping tools. Jay Davoll
3. Further evaluation of a Splash Pad RFP submittal. Glenn A. Irby
4. Approve Amendment No. 2 of the Wastewater Plant Expansion Design Engineering Contract for a new workshop/work space area for the Plant Maintenance Division. Jay Davoll
5. Final Development Plan – John’s Corner Grocery Store – Quasi-Judicial Project: 41 E. Michael Gladden Boulevard - Jun H. Kim and Yun D. Kim Pamela Richmond

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2602 – Second Reading – Corrective Ordinance – Kelly Park Crossing DRI-DO Project: Kelly Park Crossing Development of Regional Impact Development Order James Hitt

- | | | |
|----|---|-------------|
| 2. | Ordinance No. 2584 – First Reading - Change of Zoning/PUD Master Plan - Quasi-Judicial
Project: East of Ocoee Apopka Road, north of McCormick Road - Oak Pointe South (aka Thompson Hills Est.) | David Moon |
| 3. | Ordinance No. 2600 – First Reading – Comprehensive Plan Amendment – Large Scale – Legislative
Project: A. D. Raulerson Sr. & A. D. Raulerson Jr. - 213 West Lester Road and 2122 Rock Springs Road; and
Curtis & Karen Pumphrey - 251 West Lester Road | David Moon |
| 4. | Ordinance No. 2604 – First Reading – Comprehensive Plan Amendment – Large Scale – Legislative
Project: TGINF, LLC - 501 Old Dixie Highway | David Moon |
| 5. | Ordinance No. 2605 – First Reading – Comprehensive Plan Text Amendment – Legislative
Project: Amendment to the Future Land Use Element, Policy 20.10 and Table 20.10 | David Moon |
| 6. | Ordinance No. 2608 – First Reading – PUD Master Plan Amendment – Quasi-Judicial
Project: Avian Pointe – East of S.R. 429, south of Peterson Road, north of Lust Road | David Moon |
| 7. | Florida Property Assessed Clean Energy (PACE) Resolutions
Resolution No. 2017-20 - Florida PACE Funding Agency
Resolution No. 2017-21 - Clean Energy Green Corridor
Resolution No. 2017-22 - Florida Green Finance Authority/RenewPACE program
Resolution No. 2017-23 - Florida Resiliency and Energy District's Property Assessed Clean Energy Program | James Hitt |
| 8. | Resolution No. 2017-25 - Granting a non-exclusive franchise for roll-off container collection and disposal. | Jay Davoll |
| 9. | Resolution No. 2017-26 - Reimbursements from proceeds of tax-exempt debt. | Pam Barclay |

CITY COUNCIL REPORTS

MAYOR'S REPORT

NOT REQUIRING ACTION

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
November 2, 2017	5:30pm – 9:00pm	Food Truck Round-Up
November 2, 2017	6:30pm – 8:30pm	Legal Matters Forum presented by the Orange County Clerk of Courts, Tiffany Moore Russell - Apopka Community Center
November 3, 2017	9:00am –	Mayor Land Statue Unveiling – City Hall
November 9, 2017	5:00pm – 10:00pm	Fall Festival – Edwards Field
November 10, 2017	5:00pm – 11:00pm	Fall Festival – Edwards Field
November 11, 2017	10:00am – 11:00pm	Fall Festival – Edwards Field
November 12, 2017	12:00pm – 8:00pm	Fall Festival – Edwards Field
November 10, 2017	-	Observance of Veterans Day – City Offices Closed
November 12, 2017	7:00am – 9:00am	Apopka First Responders 5K Race – Northwest Recreation Complex
November 13, 2017	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
November 14, 2017	5:30pm –	Planning Commission Meeting
November 15, 2017	7:00pm –	Council Meeting
November 16, 2017	1:30pm –	Pension Board Meeting
November 21, 2017	6:00pm –	Code Enforcement Hearing
November 24, 2017	-	Thanksgiving Holiday – City Offices Closed
November 25, 2017	-	Thanksgiving Holiday – City Offices Closed
November 27, 2017	10:00am – 11:00am	Lake Apopka Natural Gas District Board Meeting: Winter Garden
December 1, 2017	5:30pm – 9:00pm	Winter Wonderland & Tree Lighting – Kit Land Nelson Park

December 6, 2017	1:30pm –	Council Meeting
December 7, 2017	5:30pm – 9:00pm	Food Truck Round-Up
December 9, 2017	10:00am – 12:00pm	Apopka Christmas Parade
December 11, 2017	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
December 12, 2017	5:30pm –	Planning Commission Meeting
December 20, 2017	7:00pm –	Council Meeting
December 25, 2017	-	Holiday – City Offices Closed
December 26, 2017	-	Holiday – City Offices Closed

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (407) 703-1704. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening ceremony. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

Backup material for agenda item:

1. Approve the issuance of blanket purchase orders for the Sanitation and Streets Divisions.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Business

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: BLANKET PURCHASE ORDERS FOR SERVICES

REQUEST: APPROVE THE ISSUANCE OF BLANKET PURCHASE ORDERS FOR THE PURCHASE OF SOLID WASTE AND INMATE SERVICES FOR FISCAL YEAR 2017/2018

SUMMARY:

The Public Services Department purchases large amounts of solid waste and inmate services throughout the year. This purchasing is accomplished through piggybacking other municipalities and state contracts, which has provided the best cost savings for the quantities that are utilized.

In accordance with Section 107.3.1.2(IV)(A), of the City’s Purchasing Policy, Staff requests approval to issue blanket purchase orders to the following vendors for the purchase of the referenced services.

Division	Vendor	Commodity	Amount	Municipal Contract
Sanitation	Orange County Solid Waste	MSW Tipping Fees	\$878,000	N/A
Sanitation	Waste Management	Yard Waste Tipping Fees	\$195,600	Evaluated Source
Sanitation	Waste Management	Recycling Processing Fees	\$95,000	Evaluated Source
Sanitation	People Ready	Temp Labor	\$85,680	Evaluated Source
Sanitation	Rehrig	Garbage/Recycling Carts	\$159,000	Deerfield Beach
Sanitation	Varies	Dumpsters	\$39,000	Sealed Bid
Plant Maintenance	Evoqua	Lift Station Odor Control Biofilters	\$51,378	Sarasota County
Plant Maintenance	Evoqua	Lift Station Odor Control Chemicals	\$94,177	Sarasota County

FUNDING SOURCE:

Included and approved in the FY17/18 budget:
 Fund 402 – Sanitation Fund
 Fund 101 – Street Improvement Fund
 Fund 401 – Sewer Operations Fund

RECOMMENDATION ACTION:

Approve the issuance of blanket purchase orders to the referenced vendors for the purchase of the services and commodities listed.

DISTRIBUTION

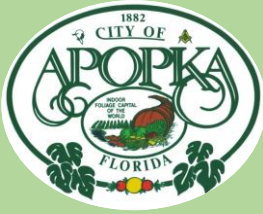
Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

Backup material for agenda item:

2. Authorize the City to amend and extend of Inmate Contract W1085 with the Department of Corrections.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS: Amendment 1

SUBJECT: INMATE WORK SQUAD CONTRACT II-#WS1085

REQUEST: AUTHORIZE THE CITY TO EXECUTE THE CONTRACT WITH THE DEPARTMENT OF CORRECTIONS

SUMMARY:

On November 4, 2014, the City Council approved Inmate Work Squad Contract II - #WS1085, for one-year with the potential for a three one-year extensions. The current contract will expire February 21, 2018. The attached contract amendment would allow for a final one-year extension to expire on February 21, 2019. The cost will remain the same at \$57,497.00.

FUNDING SOURCE:

Fund 101- Street Improvement Fund

RECOMMENDATION ACTION:

Authorize the City Administrator to sign contract #WS1085 with the Department of Corrections for an inmate work squad.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF APOPKA

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the City of Apopka (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal; and revises the end date of the Contract referenced in Section I., A., Contract Term; and
- Replaces **Addendum A** with **Revised Addendum A**, effective February 22, 2017 pursuant to Section III., A., Payment to the Department, 5.;
- Revises Section IV., A., Department’s Contract Manager; and
- Revises Section IV., B., Department’s Contract Administrator.

Original contract period: February 22, 2017 through February 21, 2018.

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., Contract Term, A., is hereby revised to read:

A. Contract Term

This Contract began February 22, 2017 and shall end at midnight on February 21, 2019.

This Contract is in its final renewal year.

2. Section III., A., Payment to the Department, 5., the rate of compensation is amended to reflect the rates indicated in **Revised Addendum A**. **Addendum A** is hereby replaced with **Revised Addendum A** effective February 22, 2018.

3. Section IV., A., Department’s Contract Manager, is hereby revised to read:

A. Department’s Contract Manager

The Business Manager of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address, and telephone number of the Department’s Contract Manager for this Contract is:

Business Manager
Central Florida Reception Center
7000 H.C. Kelley Road
Orlando, Florida 32831
Telephone: (407) 208-8187

4. Section IV., B., Department’s Contract Administrator, is hereby revised to read:

B. Department's Contract Administrator

The Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

REMAINDER OF SPACE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF APOPKA

SIGNED
BY: _____

NAME: Joe Kilsheimer

TITLE: Mayor

DATE: _____

FEID #: 59-6000265

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality, subject
to execution**

SIGNED
BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED
BY: _____

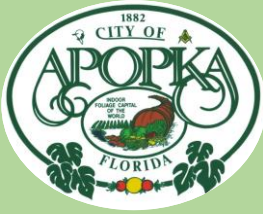
NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Backup material for agenda item:

3. Approve Unifirst Corporation to provide uniform apparel services to the Public Services Department for FY 2018.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: PUBLIC SERVICES UNIFORM APPAREL CONTRACT FOR FY 2018

REQUEST: APPROVE THE CONTRACT WITH UNIFIRST CORPORATION IN THE AMOUNT OF \$26,474

SUMMARY:

Staff solicited proposals from three companies to provide uniform apparel services to the Public Services Department for FY 2018. The three companies provided presentations of the apparel they can offer the City and three year proposals for their contracts. Staff evaluated company location for timely service purposes, availability of men’s and women’s apparel, and cost. The annual costs are as follows:

Vendor	Annual Cost
Aramark	\$24,668
Unifirst Corporation	\$26,474
Cintas	\$41,204

During the presentations, it was noted that Unifirst Corporation was the only company that offered true women’s apparel. Aramark and Cintas were only able to offer unisex apparel, which in effect, is men’s apparel. Due to Unifirst Corporation being the only company offering true women’s apparel, staff requests approval to utilize them as the provider for uniform apparel services for the Public Services Department for FY 2018.

FUNDING SOURCE:

Public Services Division’s Operating Budgets

RECOMMENDATION ACTION:

Approve Unifirst Corporation as the provider of uniform apparel services for the Public Services Department for FY 2018 in the amount of \$26,474, plus a 10% contingency of \$2,647, for new employees added through the year. The total requested amount is \$29,121.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

Backup material for agenda item:

4. Approve the rebuild of computer software inspection equipment on the wastewater maintenance service van.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: COMPUTER SOFTWARE AND HARDWARE UPGRADE FOR THE VIDEO INSPECTION EQUIPMENT ON THE WASTEWATER MAINTENANCE SERVICE VAN.

Request: AUTHORIZE CUES, INC. TO INSPECT AND UPGRADE THE COMPUTER SOFTWARE AND HARDWARE FOR THE VIDEO INSPECTION EQUIPMENT ON THE WASTEWATER MAINTENANCE SERVICE VAN IN THE AMOUNT OF \$49,575

SUMMARY:

In 2015, the Public Services Dept. purchased a new van for the Wastewater Maintenance Division video inspection equipment for the sewer collection system. In an effort to save costs, the existing video inspection equipment was transferred from the old van into the new. The existing video inspection hardware and software is original and over 20 years old. Staff replaced the inspection camera in 2016. In attempting to use the new camera with the existing equipment, it was determined that the video computer hardware and software needs to be upgraded to be able to use the new camera. It is essential for the City to maintain a video inspection and pipe lining program for the sewer collection system as a preventive maintenance to detect and repair leaks in the piping. This program serves to maintain the integrity of our sewer system infrastructure and minimizes the infiltration of groundwater into the system. Additionally, this upgrade will provide increased efficiency in the inspection program through the integration of all video inspections into the City’s GIS system. The software will also automatically produce a scoring priority system of the inspections that will aid staff in targeting high priority areas for lining and repairs.

Staff obtained a proposal for the upgrades from CUES, Inc. to inspect and upgrade the computer software and hardware for the video inspection equipment on the wastewater maintenance service van, in the amount of \$49,575. CUES, Inc., is the sole source provider for the video inspection equipment computer software and hardware.

FUNDING SOURCE:

Included in the FY18 Budget - Fund 401 - Wastewater Maintenance Capital

RECOMMENDATION ACTION:

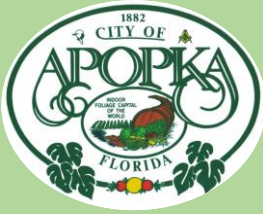
Authorize CUES, Inc., to inspect and upgrade the computer software and hardware for the video inspection equipment on the wastewater maintenance service van, in the amount of \$49,575.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

Backup material for agenda item:

5. Approve the Holly Estates agreement for oversizing the potable water and sewer force main pipe sizes.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Agreement

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS: Attached

SUBJECT: UTILITY LINES

REQUEST: DIRECT STAFF TO EXECUTE A UTILITY LINE OVERSIZING AGREEMENT

SUMMARY:

This agreement is to compensate the developer of the proposed Holly Estates Subdivision (Holly Estates Investments, LLC) for the estimated cost difference to install a 12” WM per the City’s Potable Water Master Plan in lieu of the 6” WM per the subdivision’s engineered calculations and install an 8” FM per the City’s Wastewater Master Plan in lieu of the 6” FM per the subdivision’s engineered calculations. The oversized main is intended to serve the areas projected needs of 2020 for water and 2030 for wastewater. Article 6.04.01.D of the LDC allows the City to pay developers the difference in material costs for oversizing. This reimbursement specifically covers the differential cost total estimated to be \$60,344.14 for 2,250 linear feet of pipe and appurtenances for WM and 2,150 linear feet of pipe and appurtenances for FM. The actual reimbursement will be based upon the cost difference experienced at the time of construction.

FUNDING SOURCE:

Fund 403 Water and Sewer Impact Fees

RECOMMENDATION ACTION:

Authorize the City Administrator to execute the Utilities Oversizing Agreement for the Holly Estates Subdivision for the estimated amount of \$60,334.14

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
HOLLY ESTATES PD**

Utility Oversizing Costs for the City of Apopka

September 26, 2016

	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Cost</u>
Oversized Utility Work - Watermain					
1	12" PVC WM	LF	2,250	\$ 30.25	\$ 68,062.50
2	12" Gate Valve	EA	4	\$ 2,150.00	\$ 8,600.00
3	12" Pipe Fittings and Restraints	LS	1	\$ 3,600.00	\$ 3,600.00
4	Testing and Chlorinator	LF	2,250	\$ 2.00	\$ 4,500.00
5	Contingency (10%)	EA	1	\$ 9,450.60	\$ 9,450.60
Upsized Watermain					\$ 94,213.10
Developer Sized Utility Work - Watermain					
1	6" PVC WM	LF	2250	\$ 11.55	\$ 25,987.50
2	6" Gate Valve	EA	4	\$ 890.00	\$ 3,560.00
3	6" Pipe Fittings and Restraints	LS	1	\$ 3,532.50	\$ 3,532.50
4	Testing and Chlorinator	LF	2250	\$ 2.00	\$ 4,500.00
5	Contingency (10%)	EA	1	\$ 4,461.90	\$ 4,461.90
Developer Sized Watermain					\$ 42,041.90
Watermain Oversizing Cost					\$ 52,171.20

Oversized Utility Work - Forcemain					
1	8" PVC FM	LF	2150	\$ 17.15	\$ 36,872.50
2	8" Plug Valve	EA	4	\$ 1,615.00	\$ 6,460.00
3	8" Pipe Fittings and Restraints	LS	1	\$ 2,730.50	\$ 2,730.50
4	Testing	LF	2150	\$ 1.00	\$ 2,150.00
5	Contingency (10%)	EA	1	\$ 4,821.30	\$ 4,821.30
Upsized Forcemain					\$ 53,034.30
Developer Sized Utility Work - Forcemain					
1	6" PVC FM	LF	2150	\$ 13.75	\$ 29,562.50
2	6" Plug Valve	EA	4	\$ 1,155.00	\$ 4,620.00
3	6" Pipe Fittings and Restraints	LS	1	\$ 4,450.50	\$ 4,450.50
4	Testing	LF	2150	\$ 1.00	\$ 2,150.00
5	Contingency (10%)	EA	1	\$ 4,078.36	\$ 4,078.36
Developer Sized Forcemain					\$ 44,861.36
Forcemain Oversizing Cost					\$ 8,172.94
Total Oversizing Cost for Watermain and Forcemain					\$ 60,344.14

NOTE: The line item costs shown hereon are based on costs provided to Poulos & Bennett LLC by Assured Excavating, Inc. Poulos & Bennett LLC has relied upon the Contractor costs as Poulos & Bennett LLC does not control market valuations or conditions. The prices are subject to change depending on the timeframe to formalize the Agreement. The quantities are based on construction plans prepared by Poulos & Bennett LLC. This estimate is provided for the sole purpose to provide certified costs for the processing of the Upsizing Agreement through the City of Apopka for offsite utility mains and is not authorized for any other use.

David M. Kelly
P.E. No. 43325
Poulos & Bennett, LLC
Engineering Business Number 28567

Backup material for agenda item:

6. Award a contract to Dell Financial Services for the lease of Police and Fire Department Laptops.



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: November 1, 2017
 FROM: Information Technology
 EXHIBITS: Lease Quote

SUBJECT: LEASE AGREEMENT WITH DELL FINANCIAL SERVICES FOR NEW LAPTOPS.

REQUEST: AUTHORIZE THE LEASE AGREEMENT WITH DELL FOR THE REPLACEMENT OF 40 LAPTOPS FOR THE POLICE AND FIRE DEPARTMENTS.

SUMMARY:

The Information Technology Department maintains a fleet of over 150 laptops and tablets for the Police and Fire Departments. 30% of their laptops are well out of warranty and in need of replacement. The laptops and tablets are subjected to extreme duty on a daily basis. The majority of the repairs including hardware failures require the main boards to be replaced at a minimum cost of \$250.00 per incident.

By leasing the laptops we can predict our laptop budget requests year after year and ensure the technology is updated on a three year basis. The laptops will have a full warranty throughout the lease to include accidental damage. The Information Technology Department is striving to maintain an IT Asset Lifecycle Management Plan. In the past, there has been little effort to analyze the business impacts that technology changes have on the quality, reliability and efficiency of the organization. Meeting that challenge systematically through Lifecycle Management can lead to improvements in efficiency, performance and cost management.

This hardware was quoted from the State of Florida Alternate Source Contract, Computer Equipment, Peripherals & Services 43211500-WSCA-12-ACS.

FUNDING SOURCE:

Included in the 2017/2018 FY Information Technology budget.

RECOMMENDATION ACTION:

Authorize the 3 year lease agreement with Dell Financial Services for 40 laptops with an annual cost of \$14,417.92, (\$43,253.76 three year cost) for the Police and Fire Departments.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |



Prepared For:

CITY OF APOPKA

October 24, 2017

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	36
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None
Rate Factor	3
	Payments
	\$14,417.92

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	Payments
3000018800436.1	Dell Latitude 7480	\$ 1,100.00	40	\$44,000.00	0.32768	\$14,417.92
TOTALS				\$44,000.00		\$14,417.92

Proposal Expiration Date:
November 23, 2017

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Caren Wright

FSR
Dell | Financial Services
office + 512-728-6628
caren_wright@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums or similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and show the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of economics of the transaction, and execution of mutually acceptable documentation.



APOPKA, FL

October 24, 2017

US Dell Financial Services L.L.C. ("DFS") is pleased to present the following lease pricing proposal.

Product Description	Term	Purchase Option	Flex Payment	Rate Factor	Payment Frequency	Payment Timing	Consolidation Period
Latitude	37	Dell Flex	8.00%	0.32768	Annual	Advance	Monthly

Pricing is valid for orders placed between 10/24/2017 to 01/22/2018

THE LEASE WILL BE GOVERNED BY THE TERMS IN YOUR FULLY EXECUTED LEASE DOCUMENTS.

Additional Information

Flex Payment due on the last day of primary term if you do not exercise the refresh option in accordance with the terms of your lease.

The DellFlex™ lease structure is similar to our standard tax-exempt lease purchase but provides you with an opportunity to "refresh" the equipment on the first day of the last month of the primary term (the "Tech Refresh Date"). If you wish to exercise this option, you must notify us in writing at least 120 days prior to the end of the Primary Term, return all (but not less than all) of the equipment on the lease, and enter into a new lease for new, upgraded equipment with a minimum 24 month term. When you complete the DellFlex™ lease requirements and any other payment or performance requirements under your lease, the original lease will end. See your lease documents and ask your DFS sales representative for more details.

Changes in the Dell products ordered or the lease structure referenced above may result in changes in the rates. Quotes do not include applicable taxes (including sales or property/use), shipping charges, insurance premiums, or fees, such as (but not limited to) maintenance, filing, licensing or state recycling fees, all of which shall be for your account. If you claim exemption from taxes, proof of such exemption will be required at time of lease.

All terms are subject to credit approval, execution and return of mutually acceptable lease documentation, and do not constitute a firm offer of financing. DFS may revise this pricing proposal at any time including during the period set forth above with or without cause unless we have expressly limited our right to do so in a written agreement with you.

The following documents may also be required in addition to your Lease Agreement.

- Validity Opinion (Secretary/Clerk Certificate may be substituted in some cases.)
- Red Book Bond Counsel Tax Opinion (May be required based upon transaction size and aggregate amount of existing leases.)
- IRS Form 8038 (Required for all tax-exempt leases.)
- Insurance Certificate
- Tax-Exempt certificate for sales and use taxes (if applicable)

End of Lease Options

Typical Dell Flex™ Lease Purchase options

1. Exercise the option to purchase the products for \$1;
2. For an agreed upon fee, return all products to DFS at your expense; or
3. Exercise the option to "refresh" the products on the first day of the last month of the primary term by:
 - a. Returning all the products to DFS at your expense; and



- b. Entering into a new Lease with DFS for new, upgraded equipment with a minimum 24 month term.

Your end of lease options will be defined in your lease agreement.

Sales Representative

We appreciate your consideration and look forward to working with you. Subject to the terms of this letter, the above lease pricing shall apply to leases entered into by you and DFS for product orders you place with Dell during the time period set forth above.

This proposal is property of Dell Financial Services L.L.C. and contains confidential information. This proposal shall not be duplicated, used or disclosed in whole or part.



A quote for your consideration!

Total: \$44,000.00

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000018800436.1	Quote date: Oct. 24, 2017	Quote expiration: Nov. 23, 2017	Deal ID: 14984048
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Company name: CITY OF AOPKA	Customer number: 4835930	Phone: (407) 889-1750
---------------------------------------	------------------------------------	---------------------------------

Sales rep information: Stevie Lackey Stevie_Lackey@DellTeam.com (800) 456-3355 Ext: 80000	Billing Information: CITY OF AOPKA 150 E 5TH ST CITY HALL ANNEX AOPKA FL 32703-5314 US (407) 889-1750
--	---

Pricing Summary

Item	Qty	Unit Price	Subtotal
Dell Latitude 7480	40	\$1,100.00	\$44,000.00
		Subtotal:	\$44,000.00
		Shipping:	\$0.00
		Environmental Fees:	\$0.00
		Non-Taxable Amount:	\$44,000.00
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		Total:	\$44,000.00

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Stevie Lackey

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact: INNA MARKO	Shipping phone: (407) 889-1750	Shipping via: Standard Ground	Shipping Address: 150 EAST 5TH ST APOPKA FL 32703 US
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SKU	Description	Qty	Unit Price	Subtotal
	Dell Latitude 7480	40	\$1,100.00	\$44,000.00
	Estimated delivery date: Oct. 31 - Nov. 3, 2017			
	Contract No: WN08AGW			
	Customer Agreement No: 43211500-WSCA-15-ACS			
210-AKXV	Dell Latitude 7480	40	-	-
379-BCPQ	7th Generation Intel Core i5-7300U (Dual Core, 2.60GHz, 3MB Cache)	40	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	40	-	-
658-BCSB	Microsoft(R) Office 30 Days Trial	40	-	-
338-BKXK	Intel HD Graphics 620 with Displayport over USB Type-C with Core i5 vPro	40	-	-
409-BCUJ	Intel Rapid Storage Technology	40	-	-
631-ABGB	Intel vPro Technology Advanced Management Features	40	-	-
370-ADIC	8G(2 X 4G) DDR4 Memory	40	-	-
400-AOQO	128GB M.2 2280 SSD	40	-	-
391-BDBF	14" HD (1366 x 768) Anti-Glare, Camera & Mic, WLAN/WWAN Capable	40	-	-
583-BCUS	Internal US English Qwerty Backlit Dual Pointing Keyboard	40	-	-
570-AADK	No Mouse	40	-	-

555-BDFW	Intel Dual-Band Wireless-AC 8265 Driver	40	-	-
555-BDGD	Intel Dual-Band Wireless-AC 8265 Wi-Fi + BT 4.2 Wireless Card (2x2)	40	-	-
362-BBBB	No Wireless WAN Card	40	-	-
451-BBYD	Primary 3-cell 42W/HR Battery	40	-	-
492-BBXF	65W AC Adapter, 3-pin	40	-	-
346-BCDQ	Dual Pointing, 82 key with No Smartcard or Fingerprint Reader with Displayport over Type C	40	-	-
817-BBBB	No FGA	40	-	-
537-BBBD	E5 Power Cord (US)	40	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French Multi-language)	40	-	-
430-XXYG	No Resource DVD	40	-	-
460-BBEX	No Carrying Case	40	-	-
340-BKIB	Quick Referece Guide, Windows 10, English/French, Latitude 7480	40	-	-
452-BBSE	No Docking Station	40	-	-
387-BBMF	Energy Star 6.1	40	-	-
340-ACQQ	No Option Included	40	-	-
332-1286	US Order	40	-	-
389-BCGW	No UPC Label	40	-	-
389-BREQ	Intel Core i5 vPRO Label	40	-	-
340-AAPP	Direct ship Info Mod	40	-	-
340-BKHT	SHIP,NBK,7480,WW,MIN-CONFIG	40	-	-
340-ADFZ	Dell Power Manager	40	-	-
409-BCUK	Latitude 7480 Software Driver	40	-	-
525-BBCL	SupportAssist	40	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	40	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	40	-	-
658-BBRB	Waves Maxx Audio	40	-	-

658-BCUV	Dell Developed Recovery Environment	40	-	-
389-BEYY	Regulatory Label included	40	-	-
800-BBGU	BTO Standard Shipment (VS)	40	-	-
620-AAOH	No Media	40	-	-
389-BDBY	No Label	40	-	-
804-2167	Dell Limited Hardware Warranty Plus Service	40	-	-
804-2185	ProSupport Plus: Accidental Damage Service, 3 Years	40	-	-
804-2186	ProSupport Plus: Next Business Day Onsite, 3 Years	40	-	-
804-2187	ProSupport Plus: Keep Your Hard Drive, 3 Years	40	-	-
804-2188	ProSupport Plus: 7x24 Technical Support, 3 Years	40	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	40	-	-
			Subtotal:	\$44,000.00
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$44,000.00

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

Backup material for agenda item:

1. Approve an MOU in order to join a coalition for an EPA Brownsfield Grant Application.

Shakenya Jackson



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: BUSINESS

MEETING OF: November 1, 2017
 FROM: Administration
 EXHIBITS: MOU
 DEP Support Letter
 Potential Sites - Apopka Downtown Map

SUBJECT: EPA BROWNFIELDS ASSESSMENT GRANT

REQUEST: APPROVE THE MEMORANDUM OF UNDERSTANDING REGARDING THE EPA BROWNFIELDS ASSESSMENT GRANT BETWEEN EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AND THE CITY OF APOPKA

SUMMARY:

The U.S. Environmental Protection Agency (EPA) provides funding for local governments and non-profit groups to encourage property assessment, cleanup, and redevelopment of brownfields in communities.

A brownfield is real property that may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.

The East Central Florida Regional Planning Council (ECFRPC) would like to form a coalition with Eustis, Kissimmee, Longwood, and Apopka, in an effort to apply for an EPA Brownfields Assessment Coalition grant worth \$600,000.

If the EPA Brownfield’s grant is awarded, the coalition (all cities) will enter into a sub-recipient agreement with ECFRPC. The EPA grant will be administered by ECFRPC at no charge to the City; however, the grant will provide ECFRPC approximately \$30,000 for administering the grant. The additional funds will be divided amongst the coalition cities for assessments.

City staff will work with ECFRPC to identify priority sites in the Apopka downtown area.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Join the coalition with the East Central Florida Regional Planning Council, Eustis, Kissimmee, and Longwood.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

MEMORANDUM OF UNDERSTANDING REGARDING BROWNFIELDS ASSESSMENT
COALITION FOR THE ENVIRONMENTAL PROTECTION AGENCY ASSESSMENT
GRANT BETWEEN EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL AND
THE CITY OF APOPKA

This memorandum of understanding ("MOU") is entered into this _____ day of _____, 2017 between the City of APOPKA, a government corporation organized and existing under the laws of the state of Florida ("*Jurisdiction*") and the EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL, an intergovernmental agency created pursuant to Section 186.504, F.S., and identified in Rule 29-E, FAC. ("*ECFRPC*"). All parties are collectively referred to as the "*Parties*" or "*Coalition Partners or Partners*".

WHEREAS, the Coalition Partners are the City of Apopka, Florida and the East Central Florida Regional Planning Council;

WHEREAS, Chapter 163, Florida Statutes, permits governmental units to enter into Interlocal Agreements to make the most efficient use of their powers by enabling them to cooperate with one another on a basis of mutual advantage; and

WHEREAS, each of the Parties has determined that it is in the best interests of the residents of the Parties' respective jurisdictions that they enter into this Agreement to form a Brownfield Assessment Coalition in order to be eligible to apply for funding opportunities from the US Environmental Protection Agency (EPA) Brownfields Assessment Grant Program (the Grant); and

WHEREAS, the purpose of this MOU is to set forth the general intentions of the parties regarding the EPA Brownfields Assessment Grant Program.

1. **General Terms:** The Coalition Partners hereto incorporate and set forth the following ideas in order to further the mutual goal of assessing brownfields:
 - a. East Central Florida Regional Planning Council shall apply for the Grant and shall act to coordinate the sub-recipient award.
 - b. If the Grant is awarded the parties shall each enter into a sub-recipient agreement with so that the ECFRPC may award the grant money to the Jurisdiction.
 - c. Activities funded through the sub-recipient agreement may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to Brownfield sites, outreach materials and implementation, and other eligible activities. The ECFRPC may retain consultant(s) and contractors under 40 CFR 30.36 to undertake various activities funded through the cooperative agreement and may award sub-grants to other Coalition Partners under 40 CFR 31.37 for assessment projects in their geographic areas. Sub-grantees are accountable to the ECFRPC for proper expenditure of all grant funds.

- d. ECFRPC shall coordinate with the Jurisdiction in whose geographic area the site is located to finalize the scope-of-work for the consultant or contractor. It will be the responsibility of this Partner to obtain all required permits, easements, and access agreements as may be necessary to undertake assessments at the selected site. If this Partner does not have the capacity to perform these activities, the ECFRPC may assist in securing necessary site access agreements and permits.
 - e. ECFRPC, in consultation with Partner, will work to develop a site selection process based on agreed-upon factors and will ensure that a minimum of five sites are assessed over the life of the agreement. Selected sites will be submitted to EPA for prior approval to ensure eligibility.
 - f. ECFRPC and Partner shall share responsibility for ensuring that the other activities as negotiated in the work plan, such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by the ECFRPC and the Partner in whose geographic area the sites to be assessed are located.
2. **Termination** – A party may withdraw from this MOU by providing 60 days written notice to the other parties, but shall continue to be bound by the terms of the Grant.
 3. **Third Party Beneficiaries** - This agreement does not create any relationship with, or any rights in favor of, any third party.
 4. **Severability** - If any provision of this agreement is declared void by a court of law, all other provisions will remain in full force and effect
 5. **Non Waiver** - The failure of any party to exercise any right in this agreement shall not be considered a waiver of such right.
 6. **Governing Law and Venue** - This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Orange County.
 7. **Sovereign Immunity** - Nothing in this Agreement shall be interpreted as a waiver of the sovereign immunity doctrine enjoyed by each party hereto.
 8. **Attachments** - All exhibits attached to this agreement are incorporated into and made part of this agreement by reference.
 9. **Amendments** - The parties may amend this agreement only by mutual written agreement of the parties.
 10. **Captions and Section Headings** - Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
 11. **Construction** - This agreement shall not be construed more strictly against one party than the other(s) merely by virtue of the fact that it may have been prepared by one of

the parties. It is recognized that all parties have substantially contributed to the preparation of this agreement.

12. **Notice** - For all purposes herein, notice shall mean written notice sent by certified mail, return receipt requested, properly addressed and posted, or by commercial courier service, to the addresses shown below. Notice shall be effective only upon actual receipt by the addressee, but written response to or acknowledgment of a notice received shall constitute a waiver of any defect in the manner notice was given. A copy of every notice given under this Agreement must be sent to the other Parties, the Administrator and to the Chair of the governing body. Notices required or permitted under this Agreement shall be delivered to:

If to ECFRPC:

Luis Nieves-Ruiz
Economic Development Program Manager
455 N. Garland Avenue, 4th Floor
Orlando, FL 32801
(407) 245-0300 ext. 308

If to City of Apopka :

Shakenya Harris-Jackson
Grants & Neighborhood Services Manager
120 E. Main St.
Apopka, FL 32703
(407) 703-1819

13. **Recording of Agreement.** The East Central Florida Regional Planning Council, upon execution of this agreement by all parties, shall record this MOU in the public records of Orange County, Florida.
14. **Entire Agreement** - This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

EXECUTED AND ATTESTED ON THE DATES BELOW WRITTEN:

EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

By: _____
Commissioner Lee Constantine, Chair

ATTEST:

Pegge Parker, Office Manager

APPROVED AS TO FORM:

Gerald S. Livingston, Council Attorney

CITY OF APOPKA

By: _____
Joe Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

October 30, 2017

Ms. Barbara Alfano
Brownfields Program
U.S. Environmental Protection Agency
61 Forsyth Street, S.W. 10th Floor
Atlanta, GA 30303-8960
alfano.barbara@epa.gov

Dear Ms. Alfano:

The Florida Department of Environmental Protection (Department) acknowledges and supports the East Central Florida Regional Planning Council's (ECFRPC) Brownfields grant application for a Community-Wide Hazardous Substance and Petroleum or Petroleum Products Coalition Assessment Grant. The coalition consists of the ECFRPC along with the cities of Apopka, Eustis, Longwood, and Kissimmee. The Department understands that this application has been prepared in accordance with the U.S. Environmental Protection Agency's (EPA) guidance document EPA-OLEM-OBLR-17-07, titled "Guidelines for Brownfields Assessment Grants." This letter of acknowledgement addresses the requirement for a "Letter from the State or Tribal Environmental Authority," described in SECTION IV.C.2.h. EPA Brownfields grant funding will strengthen the ECFRPC's cleanup and redevelopment efforts. This federal grant effort also supports Florida's Brownfields Redevelopment Act and the Department's role in administration of site rehabilitation of contaminated sites.

The Department encourages EPA grant recipients to use the incentives and resources available through Florida's Brownfields Redevelopment Program with EPA grant funding to enhance the success of their Brownfields project. The Department recommends that the ECFRPC consider including Brownfields sites or areas that could potentially receive federal funding in a state-designated Brownfield area. The ECFRPC is also encouraged to contact Kim Rush, the Central District Brownfields Coordinator, at (407) 897-4314 to learn more about the Florida Brownfields Redevelopment Program.

Sincerely,

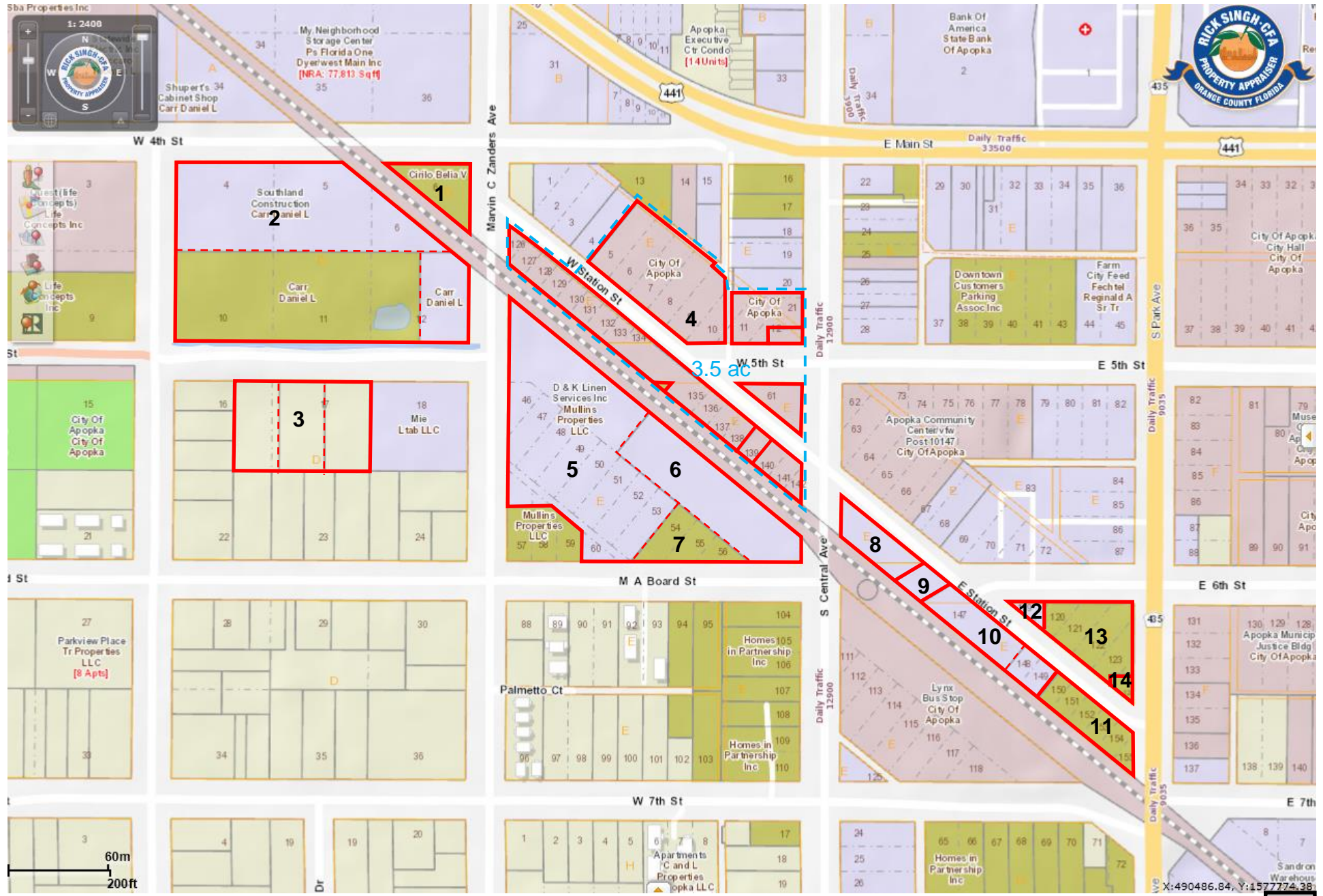
A handwritten signature in blue ink that reads "Carrie L. Kruchell".

Carrie L. Kruchell, P.G., Environmental Manager
Brownfields and CERCLA Administration

cc:

Luis Nieves-Ruiz, ECFRPC – Luis@ecfrpc.org
Kim Rush, P.E., FDEP South District – Kim.Rush@dep.state.fl.us

Brownfield Sites (potential)



Brownfields Sites – Property Information

Map #	Owner/Mailing Address	Parcel ID	Address (parcel)	Acres	Property Name Current/Previous Use
1	Belia V. Cirilo P.O. Box 520 Apopka, FL 32704-0520	09-21-28-0196-40-061	106 W. 4 th St.	0.28 ac	Vacant / ?
2	Daniel L. Carr 1667 Palm Hill Dr. Longwood, FL 32750-6246	09-21-28-0196-40-040 09-21-28-0196-40-100 09-21-28-0196-40-121	172 W. 4 th St. 165 W. 5 th St. 508 Marvin C. Zanders Ave.	1.85 ac 2.03 ac <u>0.40 ac</u> 4.28 ac	Southland Construction
3	Homes In Partnership, Inc. 1140 S. Grove St. Eustis, FL 32726-5524	09-21-28-0196-40-165 09-21-28-0196-40-040 09-21-28-0196-40-040	170 W. 5 th St. 156 W. 5 th St. 140 W. 5 th St.	0.38 ac 0.38 ac <u>0.37 ac</u> 1.13 ac	Vacant Vacant Vacant
4	City of Apopka (Apopka Downtown Triangle - Station Street Project Area)	09-21-28-0196-50-050 09-21-28-0196-50-121 09-21-28-0196-50-122 09-21-28-0196-50-610 09-21-28-0196-51-260 09-21-28-0196-51-390 09-21-28-0196-51-400	35 W. Station St. S. Central Ave. 444 S. Central Ave 502 S. Central Ave. 46 W. Station St. 26 W. Station St. 550 S. Central Ave. 5 th Street (Central to Station) Station St. (Central to Marvin C. Zanders Ave.)	1.00 ac 0.31 ac 0.05 ac 0.15 ac 0.87 ac 0.06 ac <u>0.15 ac</u> 2.59 ac 0.33 ac <u>0.64 ac</u> 0.97 ac 3.56 ac total	Vacant Vacant Vacant Vacant Vacant Vacant Vacant (Ice House) ROW ROW
	CSX Transportation, Inc.	09-21-28-0196-51-352	30 W. Station St.	0.01 ac	Vacant
5	Mullins Properties, LLC 104 Artesia Dr. Oak Ridge, TN 37830-7817	09-21-28-0196-50-460	507 Marvin C. Zanders Ave.	2.33 ac	D & K Linen Services, Inc.
6	Apopka Industrial Park, LLC 552 S. Central Ave. Apopka, FL 32703-3206	09-21-28-0196-50-461	590 S. Central Ave.	0.95 ac	Roofex Services/Multi Tennant Warehouse
7	Trevino Family Revocable Trust c/o Billy Trevino Trustee 424 Pomona Dr. Apopka, FL 32712-3820	09-21-28-0196-50-540	23 M A Board St.	0.32 ac	
8	Marion J. & Linda D. Sack 550 Autumn Dr. Apopka, FL 32712-3570	09-21-28-0196-51-430	12 E. Station St.	0.26 ac	Church /

9	Monera Hasan 1041 Lester Dr. Kissimmee, FL 32741-9574	09-21-28-0196-51-460	18 E. Station St.	0.10 ac	Garage
10	Brett Matthew Jordan 61 W. 1 st St. Apopka, FL 32703-4223	09-21-28-0196-51-471 09-21-28-0196-51-480	E. Station St. 66 E. Station St.	0.31 ac <u>0.13 ac</u> 0.44 ac	Apopka Seaboard Air Line Railway Depot Vacant
11	James E. Music Estate 800 N. Ferncreek Ave. Orlando, FL 32803-4127	09-21-28-0196-51-510	96 E. Station St.	0.34 ac	Vacant
12	McClure Family Limited Partnership O.O. Box 1010 Apopka, FL 32704-1010	09-21-28-0196-51-192	65 E. Station St.	0.05 ac	Bobby Joe's Beauty Salon & Supply
13	Apopka Property, LLC 3001 Ardsley Dr. Orlando, FL 32804-3503	09-21-28-0196-51-191	602 S. Park Ave.	0.50 ac	Vacant / Park Avenue Coin Laundry
14	Sherry D. Rucker 8585 186 th Place Mc Alpin, FL 32062-2589	09-21-28-0196-51-241	614 S. Park Ave.	0.05 ac	Vacant

Backup material for agenda item:

2. Approve the purchase of two (2) sets of high density polyethylene pipe (HDPE) crimping tools. Jay Davoll



CITY OF APOPKA CITY COUNCIL

- ___ CONSENT AGENDA
- ___ PUBLIC HEARING
- ___ SPECIAL REPORTS
- X OTHER: Business

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: PIPE CRIMPING TOOLS

REQUEST: APPROVE THE PURCHASE OF HDPE CRIMPING TOOLS

SUMMARY:

The City’s potable water distribution system has an extensive amount of high density polyethylene (HDPE) pipe installed. During a recent water main break, it was found that valves were non-existent in the area of the break and residences had to have their water turned off in an effort to attempt to isolate the break. While troubleshooting this situation it was identified that there are HDPE pipe crimping tools available to isolate the area of the water main break. The use of these tools allowed for minimal disruption of service to the residents in the immediate area of the break, while still allowing staff to restore service. Staff obtained three quotes for the purchase:

Vendor	Price
Ferguson Waterworks	\$9,104
Municipal Waterworks	\$9,414
Core & Main	\$9,800

Staff requests approval to purchase two (2) sets of HDPE crimping tools for the Water Maintenance Division in the amount of \$9,104. Having these tools readily on hand will provide staff the ability to expedite repairs to breaks in HDPE water mains, with minimal disruption of service to the residents in the area.

FUNDING SOURCE:

Fund 401 – Potable Water Reserves

RECOMMENDATION ACTION:

Approve the purchase of HDPE crimping tools from Core & Main in the amount of \$9,104.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

Backup material for agenda item:

3. Further evaluation of a Splash Pad RFP submittal.

Glenn A. Irby



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Business

MEETING OF: November 1, 2017
 FROM: Administration
 EXHIBITS: Initial Evaluation Summary
 Post Presentation Evaluation Summary

SUBJECT: RFP#2017-22 SPLASH PAD DESIGN/BUILD AT KIT LAND NELSON PARK

REQUEST: APPROVAL TO FURTHER EVALUATE A SUBMITTAL

SUMMARY:

The construction of a new Splash Pad was approved in the FY16/17 Budget; however, the initial solicitation produced no bids. After review of this bid, it was discovered that an Engineer could assist in creating a more technically specific bid package. BESH Engineering was selected via the purchasing policy and following Florida state statutes. A scope and conceptual plan was created to solicit a design/build team to complete the project. On May 22nd and 24th, staff held open houses for the public to attend and provide input on what they would like to see for amenities on a splash pad. This information was included in the bid documents. On June 7th, 2017 City Council approved the splash pad budget to be distributed accordingly:

Splash Pad Design/Build & Amenities	\$613,090
Kit Land Nelson Restroom Facility	112,910
Splash Pad Engineer BESH	24,000
Total Splash Pad Budget	\$750,000

The second Request for Proposal (RFP#2017-17) was solicited on Sunday, June 18, 2017 and two proposals were submitted on Wednesday, July 19, 2017. Pending any potential bid protest for this solicitation and the possibility of further delays, the City Attorney recommended to re-bid the project. City Council voted to reject the bids received and re-bid the project on August 16, 2017.

The third Request for Proposal document was revised by staff and the Attorney to include any necessary changes that were identified from the previous solicitation. Several updates were also made to remove any items that could be purchased directly by staff in order to provide a cost savings (examples: benches, picnic tables and trash receptacles). RFP# 2017-22 was solicited on Sunday, September 10, 2017 and three proposals were submitted on Tuesday, October 10, 2017. The bids are as follows:

<u>Company</u>	<u>Bid Design #1</u>	<u>Bid Design #2</u>
Freeport Fountains, LLC	\$525,983	\$543,983
Aquamarine Swimming Pool Company	\$542,010	\$542,010
RL Burns Inc.	\$982,914	\$1,010,114

Evaluations were conducted via committee and based on the following RFP criteria: Experience/Qualifications/References, Proposal Designs, Overall Value, Project Schedule, and Overall Impression of the Respondent & Proposal.

During the initial evaluations the committee requested that the two vendors that were scored the highest be scheduled for presentations (initial evaluation summary attached). On October 24, 2017 presentations were held by Freeport Fountains, LLC and Aquamarine Swimming Pool Company. Utilizing the same evaluation criteria the committee found Freeport Fountains, LLC to be the highest scored vendor (presentation evaluation summary attached).

The proposal forms incorporated in the bid document were structured in such a manner that the City has the ability to tailor the form/proposal to align better with the budget and desired design selections. Upon reaching this goal staff will request a City Council workshop to receive input on design selections. Final approval of the project will be brought forth to the next available city council meeting.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Allow staff to further evaluate the proposal submitted by Freeport Fountains, LLC.

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief



**RFP 2017-22 REQUEST FOR PROPOSAL:
KIT LAND NELSON PARK SPLASH PAD
EVALUATION SUMMARY**

		Aquamarine Pools	RL Burns	FreePort Fountains
Experience / Qualifications / References - Section A	25 WEIGHT	110	77.5	121.5
Proposal Designs - Section B	30 WEIGHT	130.8	124.8	127.8
Overall Value - Section C	30 WEIGHT	121.8	51.6	138
Project Schedule - Section D	10 Weight	38	38	41
Overall Impression of the Respondent & Proposal	5 Weight	20.2	15.5	19.5
TOTAL WEIGHT		100		
BASE POINTS AVAILABLE (Ranking 0-5 multiplied by weight)		500 BASE POINTS		
LOCAL VENDOR PREFERENCE: Awarded to qualifying vendors in addition to base points a. Tier I Local Vendor - Within Apopka City Limits or a City of Apopka Utility Customer - Receives (10) Points b. Tier II Local Vendor - Not a Tier I Local Vendor but within a 20 mile radius of the intersection of Park Avenue and US441 Receives (4) Points	10 Points Maximum	0	4	0
TOTAL POINTS [510 POINTS AVAILABLE]		421	311	448



**RFP 2017-22 REQUEST FOR PROPOSAL:
KIT LAND NELSON PARK SPLASH PAD
EVALUATION SUMMARY - POST PRESENTATIONS**

Presentations were conducted 10/24/17 3pm-5pm

		Aquamarine Pools	FreePort Fountains
Experience / Qualifications / References - Section A	25 WEIGHT	116.5	123.5
Proposal Designs - Section B	30 WEIGHT	135.3	130.8
Overall Value - Section C	30 WEIGHT	121.8	139.8
Project Schedule - Section D	10 Weight	42.4	43
Overall Impression of the Respondent & Proposal	5 Weight	18.5	23.5
TOTAL WEIGHT	100		
BASE POINTS AVAILABLE (Ranking 0-5 multiplied by weight)	500 BASE POINTS	435	461
LOCAL VENDOR PREFERENCE: Awarded to qualifying vendors in addition to base points a. Tier I Local Vendor - Within Apopka City Limits or a City of Apopka Utility Customer - Receives (10) Points b. Tier II Local Vendor - Not a Tier I Local Vendor but within a 20 mile radius of the intersection of Park Avenue and US441 - Receives (4) Points	10 Points Maximum	0	0
TOTAL POINTS [510 POINTS AVAILABLE]		435	461

Backup material for agenda item:

4. Approve Amendment No. 2 of the Wastewater Plant Expansion Design Engineering Contract for a new workshop/work space area for the Plant Maintenance Division. Jay Davoll



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Business

MEETING OF: November 1, 2017
 FROM: Public Services
 EXHIBITS:

SUBJECT: AMENDMENT NO. 2 TO THE WASTEWATER PLANT EXPANSION DESIGN ENGINEERING AND CONSTRUCTION ADMINISTRATION CONTRACT WITH TETRATECH, INC.

REQUEST: APPROVE AMENDMENT NO. 2 TO THE CONTRACT IN THE AMOUNT OF \$180,214

SUMMARY:

In the FY 2018 budget, the creation of a new Plant Maintenance Division within the Public Services Department was approved. With the approval of this division, it has become necessary to provide a workshop/work space for this division to work and be effective in the performance of their maintenance duties for the wastewater plant, water plants, reclaimed water pump stations and lift stations. The workshop/work space will be constructed at the wastewater treatment plant.

Staff solicited a proposal from Tetrattech, Inc. to provide design engineering services for a workshop/work space for this division, to be incorporated into the wastewater plant expansion. This workshop can be constructed as a part of the wastewater plant expansion, and be funded by the low interest DEP State Revolving Fund Loan, currently in place for this project. The design and construction costs will be funded through the previously approved City contingency for this project. The design cost breakdown is as follows:

Task	Cost
Task 1: Preliminary Design	\$27,606.29
Task 2: Final Design	\$80,084.70
Task 3: Permitting Services (DEP and City Building Dept.)	\$7,394.81
Task 4: Construction Administration and RPR Services	\$180,213.67

FUNDING SOURCE:

Fund 403 – Sewer Impact Fees

RECOMMENDATION ACTION:

Approve Amendment No. 2 of the Wastewater Plant Expansion Design and Construction Administration Contract with Tetrattech in the amount of \$180,214.

DISTRIBUTION

- | | | |
|--------------------------------|------------------|--------------------------|
| Mayor Kilsheimer | Finance Director | Public Services Director |
| Commissioners | HR Director | Recreation Director |
| City Administrator | IT Director | City Clerk |
| Community Development Director | Police Chief | Fire Chief |

Backup material for agenda item:

5. Final Development Plan – John’s Corner Grocery Store – Quasi-Judicial Project: 41 E. Michael Gladden Boulevard - Jun H. Kim and Yun D. Kim

Pamela Richmond



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Final Development Plan

MEETING OF: November 1, 2017
FROM: Community Development
EXHIBITS: Vicinity/Aerial Maps
Site/Landscape Plan
Architectural Renderings

SUBJECT: FINAL DEVELOPMENT PLAN\SITE PLAN – JOHN’S CORNER GROCERY STORE

REQUEST: APPROVE FINAL DEVELOPMENT PLAN\SITE PLAN FOR JOHN’S CORNER GROCERY STORE

SUMMARY:

OWNER/APPLICANT: Jun H. Kim and Yun D. Kim
ENGINEER: Civil Corp Engineering, Inc.\Stephen Allen, P.E.
LOCATION: 41 E Michael Gladden Boulevard
PARCEL ID NUMBERS: 09-21-28-0196-80-511
LAND USE: Commercial
ZONING: C-1
EXISTING USE: Vacant
PROPOSED USE: Neighborhood Grocery Store
TRACT SIZE: .43 +/- acres
BUILDING SIZE: 2,400 S.F.
BUILDING HEIGHT: 22 feet
FLOOR AREA RATIO: 0.13

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low	R-1	Single Family Residential
East (City)	Commercial	C-1	Single Family Residential
South (City)	Commercial	C-1	Vacant
West (City)	Commercial	C-1	Vacant

ADDITIONAL COMMENTS: This request is for the Final Development Plan\Site Plan for John’s Corner Grocery Store. The plan calls for a 2,400 square feet gross floor area grocery store. Per City Code, the site will have ten parking spaces plus one handicap parking space. A six-foot masonry wall will be placed at the rear of the site and along the eastern boundary as a buffer between this commercial use and surrounding residential uses.

EXTERIOR ELEVATIONS: The design of the building exterior meets the intent of the City’s Development Design Guidelines. Architectural renderings appear after the last page of the Final Development Plan.

PUBLIC HEARING SCHEDULE:
 October 10, 2017 – Planning Commission (5:30 pm)
 November 1, 2017 - City Council (1:30 pm)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the Final Development Plan consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Johns Corner Grocery Store Final Development Plan, subject to the findings of this staff report.

The **Planning Commission**, at its meeting on October 10, 2017, found the Final Development Plan consistent with the Comprehensive Plan and Land Development Code and unanimously recommended approval of the Johns Corner Grocery Store Final Development Plan, subject to the findings of the staff report.

Recommended Motion: approve the John’s Corner Grocery Store Final Development Plan and Issue the Final Development Order.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Application: John’s Corner New Grocery Store
Owner/Applicant: Jun Kim and Yun Kim
Engineer: Civil Corp Engineering, Inc. – Stephen Allen, P.E.
Parcel I.D. No’s: 09-21-28-0196-80-511
Location: 41 E Michael Gladden Blvd
Total Acres: 0.43 +/- Acres

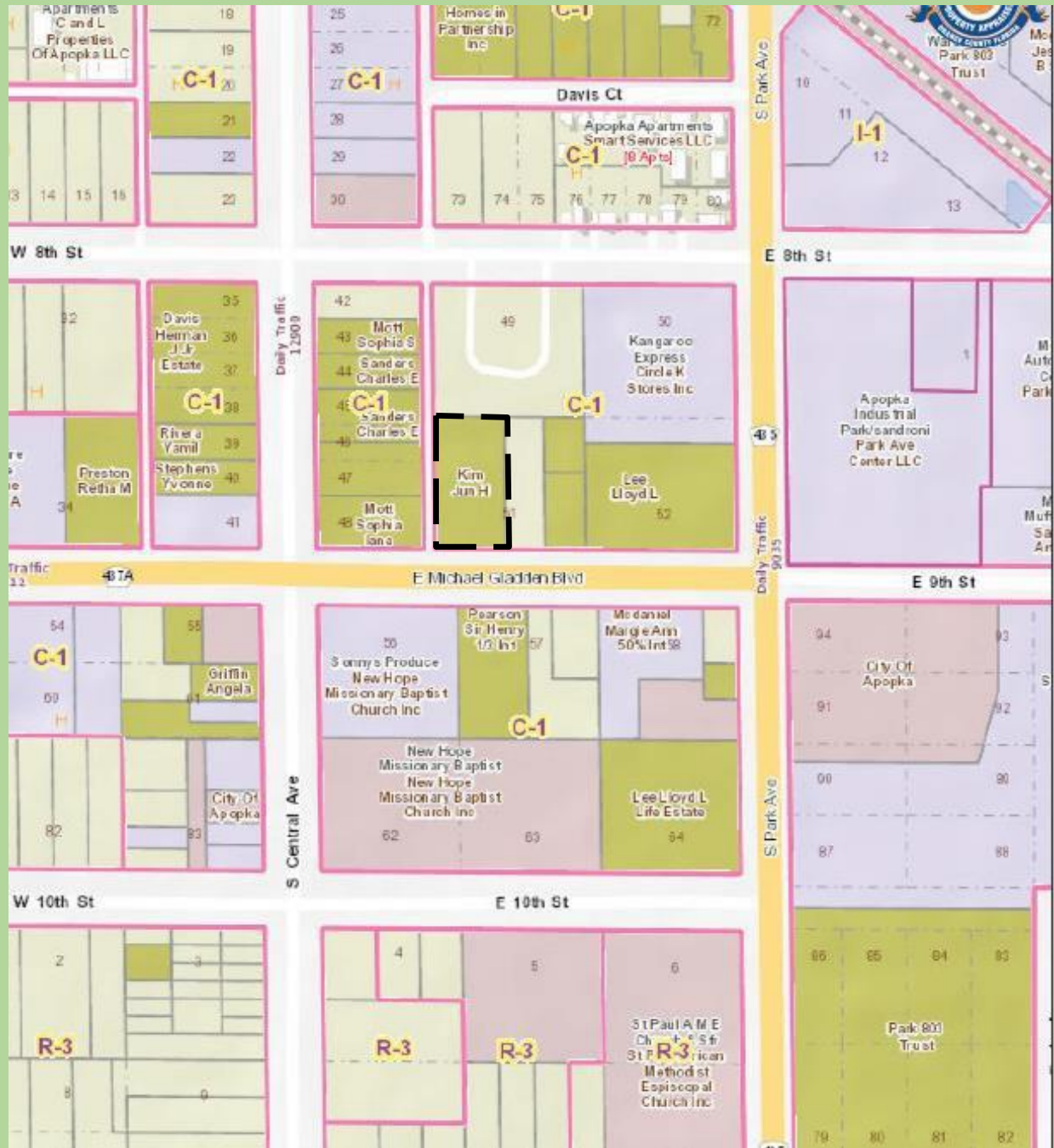


VICINITY MAP





ZONING



AERIAL MAP



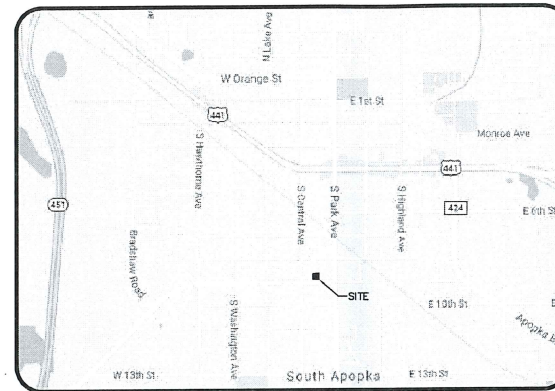


JOHN'S CORNER- GROCERY STORE FINAL DEVELOPMENT PLAN PROJECT # SPR 16-26C

PLAN SET INDEX

C-1	COVER SHEET
C-2	SURVEY (BY OTHERS)
C-3	DEMO & EROSION CONTROL PLAN
C-4	SITE PLAN
C-5	GRADING & DRAINAGE PLAN
C-6	UTILITY PLAN
C-7	DETAILS
C-8	DETAILS
C-9	DETAILS
C-10	DETAILS
C-11	TRUCK TURN PLAN
L-1	LANDSCAPE PLAN
L-2	IRRIGATION PLAN
L-3	TREE REMOVAL PLAN
E100	ELECTRICAL NOTES & SPECS
E200	SITE LIGHTING PLAN
E300	SITE LIGHTING PHOTOMETRIC PLAN
E400	SITE LIGHTING SPEC SHEETS
A100	ARCHITECTURAL SITE PLAN

LOCATION MAP



**41 E. MICHAEL GLADDEN BLVD
APOPKA, FL**

PREPARED FOR:
JWB ARCHITECTS
CONTACT: MITCH POWERS
2295 S. HIAWASSEE RD. STE 304
ORLANDO, FL 32835
PHONE: (407) 408-6481

PARCEL ID # 09-21-28-0196-80-511

PREPARED BY:



CIVILCORP ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION #29390
630 N. WYMORE RD. STE 310
MAITLAND, FL 32751
PHONE: (407) 516-0437

SITE DATA TABLE	
PARCEL ID NUMBER	09-21-28-0196-80-511
FUTURE LAND USE	MIXED USE
ZONING	C-1
ADJACENT LAND USE	MIXED USE
ADJACENT ZONING	N: C-1 S: C-1 E: C-1 W: UTILITY EASEMENT
ACREAGE/SQ. FT.	0.43/18,672
OVERLAY DISTRICT	CRA: YES CBD: YES
BUILDING HEIGHT	PROPOSED: MAX: 35'
FLOOR AREA RATIO	PROPOSED: 0.13 MAX: 3
BUILDING SETBACKS	PROPOSED & REQUIRED N: 30' S: 10' E: 10' W: 15'
OPEN SPACE	PROPOSED: 7,011 SF / 0.161 ACRES
TREE BANK MITIGATION FEE	NO
VARIANCE REQUESTED	NO

NOTES

PROPERTY OWNER:
YUN AND JUN KIM
511 SPRING CLUB DR.
ALTAMONTE SPRINGS, FL

PARKING REQUIRED:
GROCERY STORE- 1SPACE PER 200 SQ FT.

PARKING PROPOSED: 12 SPACES AND 1 HANDICAP SPACE

LEGAL DESCRIPTION

DESCRIPTION: THE WEST 100 FEET OF LOT 51, BLOCK H, THE TOWN OF APOPKA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGE 109, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

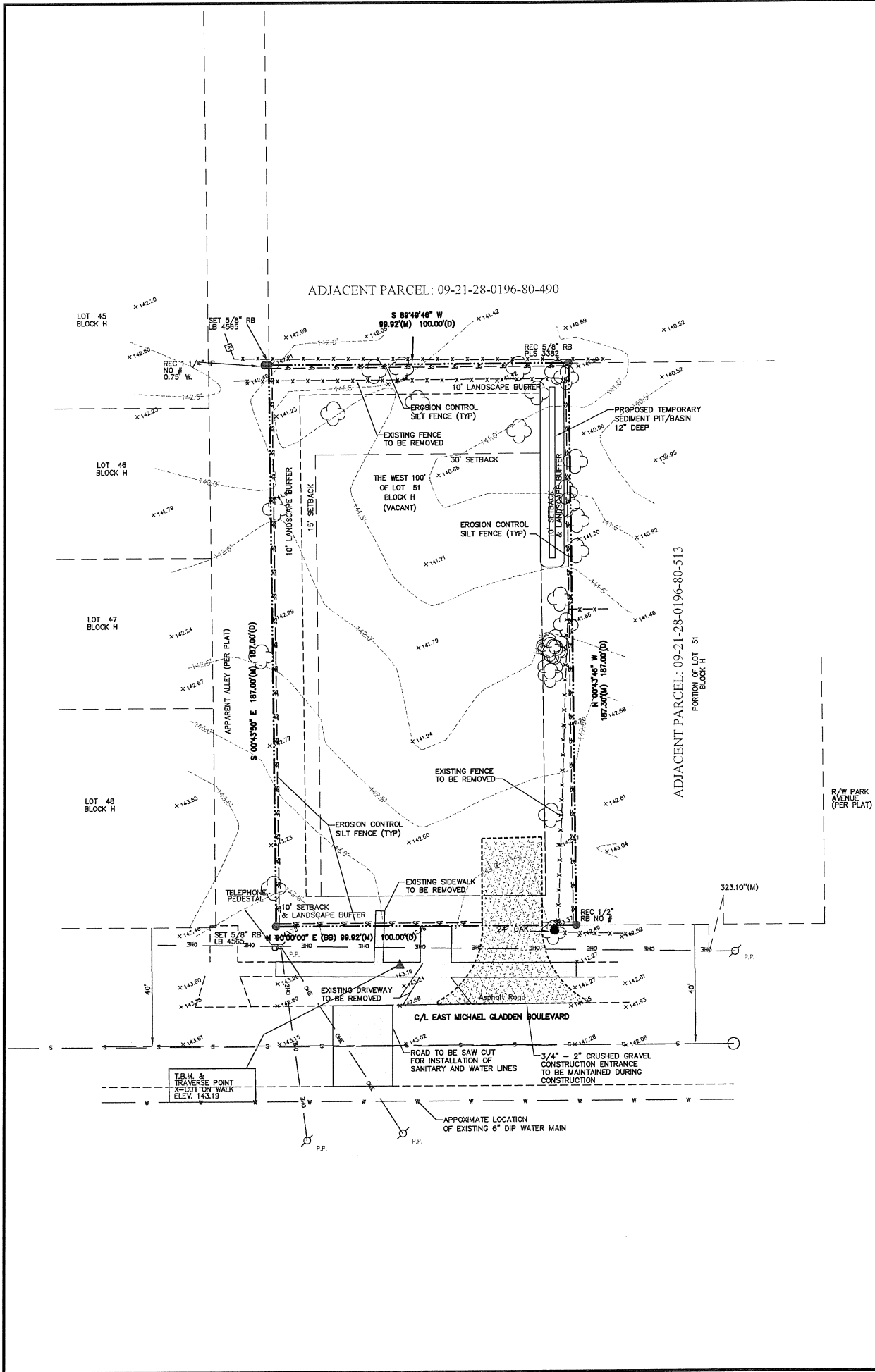
PROJECT CONSULTANTS

CIVIL ENGINEERS
CIVILCORP ENGINEERING, INC.
630 N. WYMORE AVE. STE 310
MAITLAND, FL 32751
PHONE: (407) 516-0437

ARCHITECT
JWB ARCHITECTS
2295 S. HIAWASSEE RD. STE 304
ORLANDO, FL 32835
PHONE: (407) 408-6481

SURVEYORS
BOUNDARY AND MAPPING ASSOCIATES, INC.
109 W. ORANGE STREET
ALTAMONTE SPRINGS, FL
PHONE: (407) 696-1155

Revisions	1	07/05/17	Date	1	129-014	Drawn By	CEJ
	2			2			
Project No.		Scale		Date		By	
129-014		1:20		12/27/2016		CEJ	
JWB ARCHITECTS CivilCorp Engineering, Inc. 630 N. Wymore Rd Ste 310 Maitland, FL 32751 Phone 407-516-0437 Certificate of Authorization No. 29390							
				Stephen Allen, PE # 58994 Engineer, FL Reg No			
JOHN'S CORNER GROCERY STORE 41 E. MICHAEL GLADDEN BLVD. APOPKA FL				COVER SHEET			
PROJECT NAME		SHEET NAME		SHEET NO.			
				C-1			



CONSTRUCTION SEQUENCE

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE
2. INSTALL SILT FENCES (STAKED EVERY 100' MAX) AND SYNTHETIC BALES AS REQUIRED
3. STOCKPILE TOPSOIL IF REQUIRED
4. PERFORM PRELIMINARY GRADING ON SITE AS REQUIRED
5. STABILIZE DENUDED AREAS AND STOCKPILES AS SOON AS PRACTICAL
6. INSTALL STORM SEWER
7. CONSTRUCT BUILDING AND OTHER UNDERGROUND UTILITIES
8. INSTALL PAVEMENT AND CURBING
9. INSTALL LANDSCAPE AND SOD
10. REMOVE ACCUMULATED SEDIMENT FROM BASINS
11. WHEN ALL CONSTRUCTION ACTIVITY IS COMPLETE AND THE SITE IS STABILIZED, REMOVE ANY TEMPORARY BMP MEASURES.

SOIL TYPES

SEE GRADING PLAN

DEWATERING METHODS AND LOCATIONS

DEWATERING SHALL BE UTILIZED ONLY IF NECESSARY BY MEANS OF WELL POINT SYSTEM. DISCHARGE FROM THE WELL POINT SYSTEM SHALL BE DIRECTED TO THE PROPOSED DRAINAGE STRUCTURES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR WELL POINT SYSTEM PRIOR TO CONSTRUCTION.

EROSION TEMPORARY MEASURES (BMP'S)

1. SYNTHETIC BALE BARRIERS SHALL BE USED TO PROTECT PROPOSED INLETS PER DETAILS
2. FILTER FABRIC BARRIERS SHALL BE USED AT THE PERIMETER/LIMITS OF PROPOSED CONSTRUCTION TO PREVENT SEDIMENT FROM LEAVING THE PROJECT BOUNDARIES OR DISCHARGING INTO OFF-SITE DRAINAGE FACILITIES
3. 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 BODY OR STORMWATER COLLECTION FACILITY
4. INLET PROTECTION: INLETS AND CATCH BASINS WHICH DISCHARGE DIRECTLY OFF-SITE SHALL BE PROTECTED FROM SEDIMENT-LADEN STORM RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET TEMPORARY SEEDING AND MULCHING: AREAS OPENED BY CONSTRUCTION OPERATIONS AND THAT AREA NOT ANTICIPATED TO BE RE-EXCAVATED OR DRESSED AND RECEIVE FINAL 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. SLOPES STEEPER THAN 6:1 THAT FALL WITHIN THE CATEGORY ESTABLISHED IN PARAGRAPH NUMBER 2 ABOVE SHALL ADDITIONALLY RECEIVE MULCHING OF APPROXIMATELY 2 INCHES LOOSE MEASURE OF MULCH MATERIAL CUT INTO THE SOIL OF SEEDING AREA ADEQUATE TO PREVENT MOVEMENT OF SEED AND MULCH
5. MAINTENANCE: ALL FEATURES OF THE PROJECT DESIGNED AND CONSTRUCTED TO PREVENT EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED DURING THE LIFE OF THE CONSTRUCTION SO AS TO FUNCTION AS THEY WERE ORIGINALLY DESIGNED AND CONSTRUCTED.

ADDITIONAL NOTES

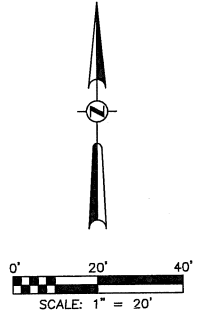
1. NON-STORMWATER DISCHARGES: IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THE SITE DURING THE CONSTRUCTION PERIOD:
 - 1.1. PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED).
 - 1.2. UNCONTAMINATED GROUNDWATER (FROM DEWATERING EXCAVATION). ALL NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE PROPOSED DRAINAGE STRUCTURES/SWALES.
2. CONTRACTOR IS RESPONSIBLE FOR INSTALLING ANY ADDITIONAL EROSION CONTROL IF IT BECOMES NECESSARY TO MEET THE STATE AND LOCAL STANDARDS.

INSPECTIONS

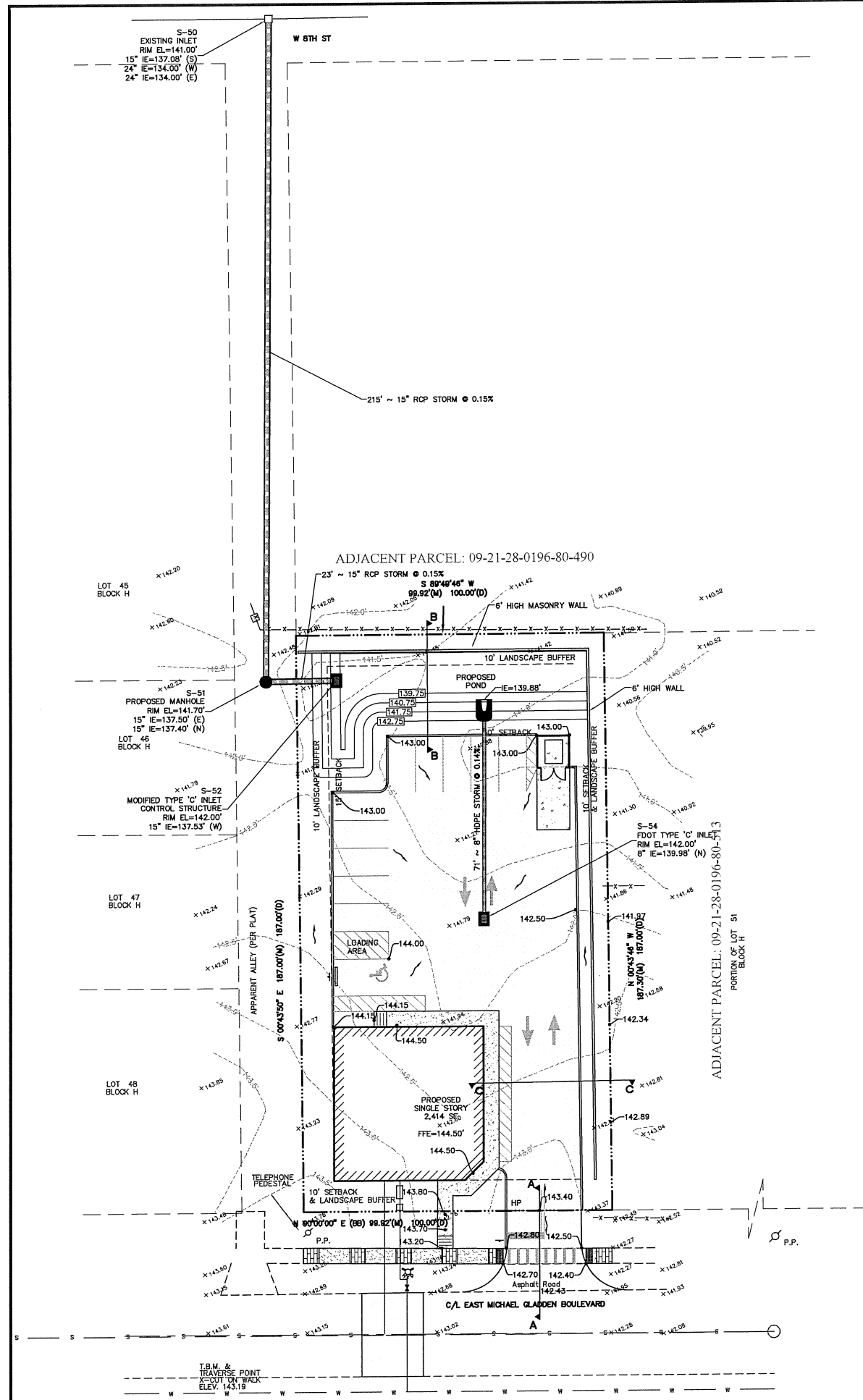
1. CONSTRUCTION SITE WILL BE INSPECTED FOR EROSION PROBLEMS DAILY AFTER EACH RAINFALL GREATER THAN 0.5 INCHES. A RAIN GAGE WILL BE ON SITE TO MEASURE THE RAINFALL AMOUNTS.
2. ALL CONTROL MEASURES WILL BE INSPECTED BY THE SUPERINTENDENT, THE PERSON RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS OR SOMEONE APPOINTED BY THE SUPERINTENDENT AT LEAST ONCE AND FOLLOWING ANY STORM EVEN OF 0.25 INCHES OR GREATER.
3. ALL TURBIDITY CONTROL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER; IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS.
4. BUILT UP SEDIMENT WILL BE REMOVED FROM THE SILT FENCE WHEN IT HAS REACHED ON-THIRD THE HEIGHT OF THE FENCE.
5. THE SILT FENCE WILL BE INSPECTED FOR DEPTH OF SEDIMENT, 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.
6. TEMPORARY AND PERMANENT SEEDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.
7. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. A COPY OF THE REPORT FORM TO BE COMPLETED CAN BE OBTAINED BY THE ENGINEER. THE REPORTS WILL BE KEPT ON SITE DURING CONSTRUCTION AND AVAILABLE UPON REQUEST TO THE OWNER, ENGINEER OR ANY FEDERAL, STATE OR LOCAL AGENCY APPROVING SEDIMENT AND EROSION CONTROL PLANS OR STORMWATER MANAGEMENT PLANS. THE REPORTS SHALL BE MADE AND RETAINED AS PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST TREE 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.
8. PERSONNEL SELECTED FOR INSPECTION AND MAINTENANCE RESPONSIBILITIES WILL RECEIVE TRAINING FROM THE SITE SUPERINTENDENT. THEY WILL BE TRAINED IN ALL THE INSPECTION AND MAINTENANCE PRACTICES NECESSARY FOR KEEPING THE EROSION AND SEDIMENT CONTROLS USED ON-SITE IN GOOD WORKING ORDER AND FILLING OUT THE INSPECTION AND MAINTENANCE REPORTS.

PERMANENT EROSION CONTROL MEASURES (BMP'S)

1. PERMANENT SODDING: ALL AREAS WHICH HAVE BEEN DISTURBED BY CONSTRUCTION WILL, AT A MINIMUM, BE SODDED. THE SEEDING MIX MUST PROVIDE BOTH LONG-TERM VEGETATION AND RAPID GROWTH SEASONAL VEGETATION. SLOPES STEEPER THAN 4:1 SHALL BE SEED AND MULCHED OR SODDED.
2. MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM: THE PERMITTED STORMWATER MANAGEMENT SYSTEM SHALL BE MAINTAINED, CLEANED AND INSPECTED IN ACCORDANCE WITH THE WATER MANAGEMENT DISTRICT PERMIT.

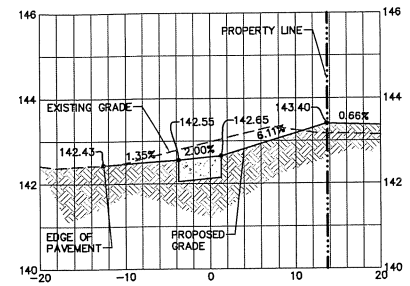
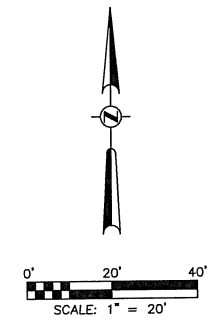


<table border="1"> <tr> <td>Revisions</td> <td>Project No. 129-014</td> <td>Drawn By CEF</td> </tr> <tr> <td></td> <td>Scale 1"=20'</td> <td>Date 12/27/16</td> </tr> </table>		Revisions	Project No. 129-014	Drawn By CEF		Scale 1"=20'	Date 12/27/16
Revisions	Project No. 129-014	Drawn By CEF					
	Scale 1"=20'	Date 12/27/16					
<p>JWB ARCHITECTS</p> <p>CivilCorp Engineering, Inc. 630 N Wynmore Rd, Ste 310 Maitland, FL 32751 Phone 407-516-0437 Certificate of Authorization No. 20990</p> <p>Stephen Allen, PE # 59884 FL Reg No. [blank] Engineer</p>		<p>JOHN'S CORNER 41 E. MICHAEL GLADDEN BLVD. APOPKA, FL</p>					
<p>DEMO AND EROSION PLAN</p>		<p>SHEET NO. C-3</p>					

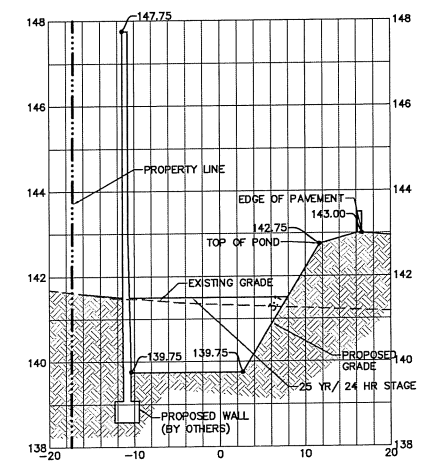


GRADING LEGEND

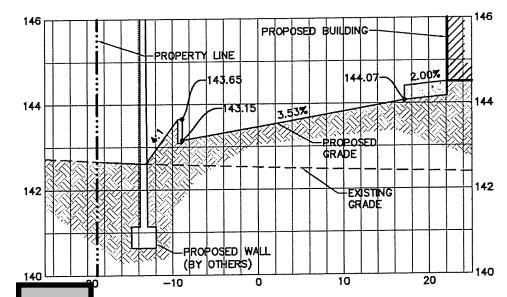
ELEVATION	EL
TYPICAL	TYP
CLEANOUT	CO
INVERT ELEVATION	IE
HANDICAP	HC
EXISTING ELEVATION	
PROPOSED SPOT ELEVATION	14.10
DRAINAGE INLET	
MITERED END SECTION	
ELLIPTICAL REINFORCED CONCRETE PIPE	ERCP
REINFORCED CONCRETE PIPE	RCP
POLY VINYL CHLORIDE PIPE	PVC
FINISH FLOOR ELEVATION	FFE
SIDEWALK	S/W
BOTTOM OF CURB	BC
TOP OF CURB	TC
HIGH POINT	HP
PROPOSED SURFACE FLOW	



CROSS SECTION A-A
 HORIZ: 1"=10'
 VERT: 1"=2'



CROSS SECTION B-B
 HORIZ: 1"=10'
 VERT: 1"=2'



CROSS SECTION C-C
 HORIZ: 1"=10'
 VERT: 1"=2'

NOTES

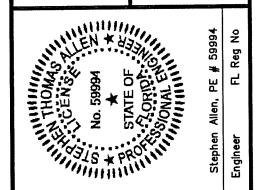
1. ANY PAVEMENT DONE IN THE CITY RIGHT OF WAY WILL NEED TO UTILIZE TYPE SP-9.5 ASPHALT MIX.

Revisions	Project No. 129-014	Drawn By CEF
Scale 1"=20'	Date 12/27/16	

JWB ARCHITECTS

CivilCorp Engineering, Inc.
 630 N. Wynone Rd., Ste 310
 Maitland, FL 32751
 Phone: 407-520-0000
 Certificate of Authorization No. 29390

CivilCorp Engineering, Inc.
 Stephen Allen, PE # 59894
 Engineer, FL Reg No.



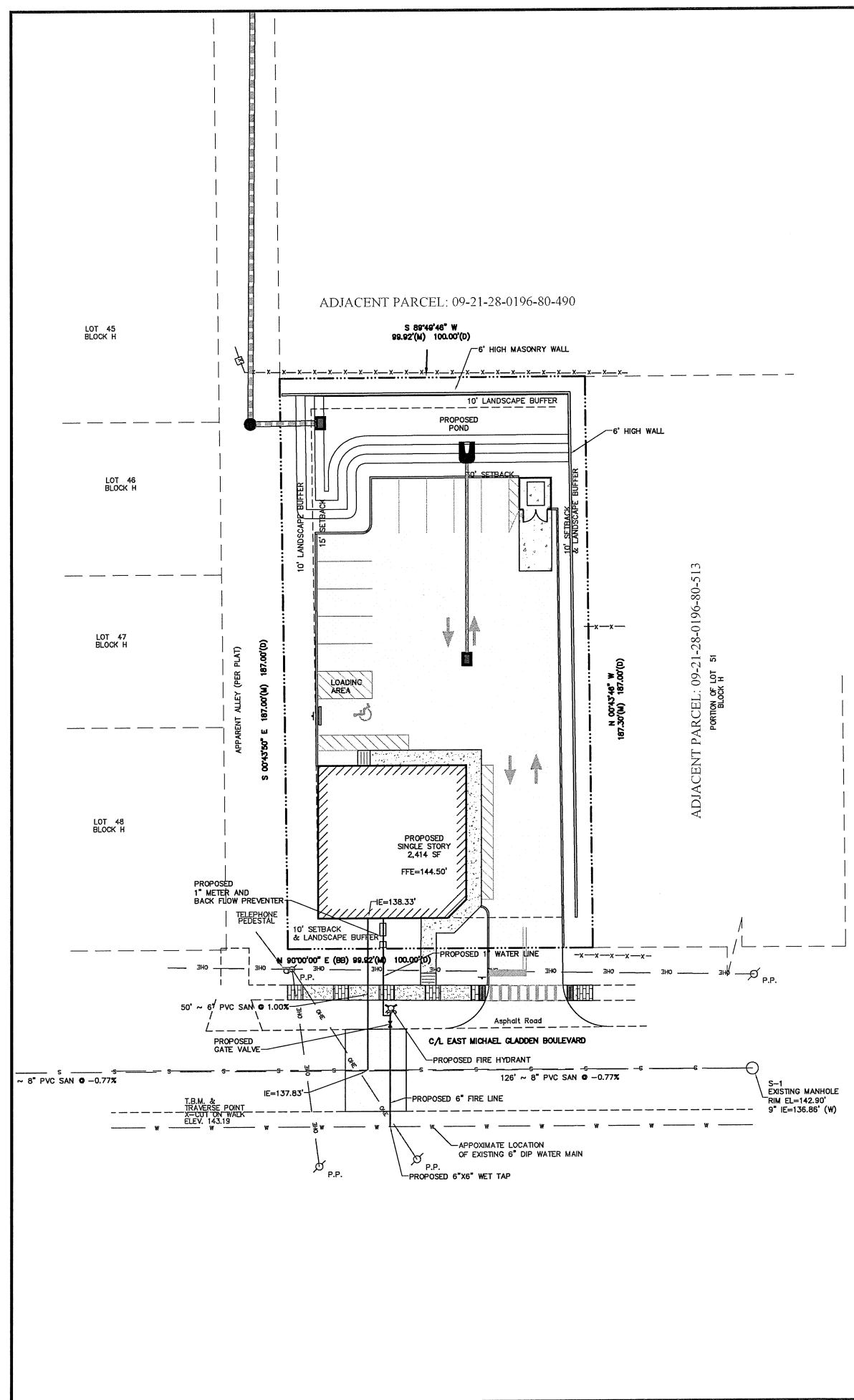
JOHN'S CORNER
41 E. MICHAEL GLADDEN BLVD. APOPKA, FL

GRADING PLAN

PROJECT NAME

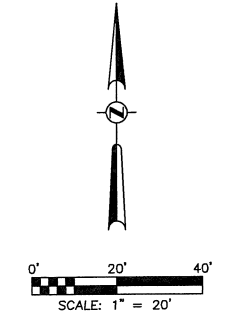
SHEET NAME

SHEET NO. **C-5**



UTILITY LEGEND

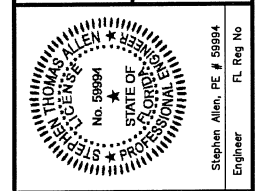
- EXISTING WATER MAIN
- EXISTING SANITARY MAIN
- EXISTING OVER HEAD WIRE
- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY CLEANOUT
- SANITARY SEWER
- PROPOSED CLEANOUT - CO
- PROPOSED GATE VALVE - GV
- PROPOSED FIRE HYDRANT - FH
- PROPOSED WATER METER
- PROPOSED BACKFLOW PREVENTER
- WATER LINE
- REDUCED PRESSURE BACKFLOW PREVENTER
- DOUBLE DETECTOR CHECK VALVE ASSEMBLY



Revisions	Project No.	Drawn By	Date
1	129-014	CEF	12/27/16

JWB ARCHITECTS

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JOHN'S CORNER
41 E. MICHAEL GLADDEN BLVD. APOPKA, FL

UTILITY PLAN

PROJECT NAME

SHEET NAME

SHEET NO.
C-6

GENERAL CONSTRUCTION NOTES

- ALL ELEVATION REFER TO VERTICAL DATUM AS INDICATED ON THE SURVEY PROVIDED HEREIN.
- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION, AND NOTIFY ENGINEER OF DISCREPANCIES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITIES, AND SHALL PROVIDE AT LEAST 48 HOURS NOTICE TO THE VARIOUS UTILITY COMPANIES, IN ORDER TO PERMIT MARKING THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES, IN ADVANCE OF CONSTRUCTION, BY CALLING "SUNSHINE" AT 1-800-432-4770. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES NOT INCLUDED IN THE "SUNSHINE" PROGRAM.
- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THIS CONTRACTOR.
- ALL UNDERGROUND UTILITIES MUST BE IN PLACE AND TESTED OR INSPECTED PRIOR TO PAVEMENT AND STRUCTURE CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTIONS ACCORDING TO AGENCY REQUIREMENTS AND CODES.
- ALL SPECIFICATIONS AND DOCUMENTS REFERENCED BY THE PLANS AND PERMITS SHALL BE OF LATEST REVISIONS AND/OR LATEST EDITION.
- ALL WORK BY CONTRACTOR/SUBCONTRACTOR SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
- THE CONTRACTOR SHALL SUBMIT FOR APPROVAL TO THE OWNER'S ENGINEER, SHOP DRAWINGS ON ALL PROPOSED PRECAST AND MANUFACTURED STRUCTURES. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE. ALL SHOP DRAWINGS ARE TO BE REVIEWED AND APPROVED BY CONTRACTOR SIGNATURE PRIOR TO SUBMITTAL TO THE OWNER'S ENGINEER.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES, AND PROVIDE THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED, AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER, OR WITHOUT AGENCY INSPECTOR PRESENT, MAY BE DEEMED NON-COMPLIANT AND WILL BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
- WORK PERFORMED UNDER THIS CONTRACT SHALL BE COORDINATED WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WITH OTHER CONTRACTORS AND UTILITY COMPANIES.
- BACKFILL MATERIAL SHALL BE COMPACTED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP AND BELOW BOTTOM OF THE PIPE IN AREAS TO BE PAVED. BACKFILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
- SITE WORK CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 4,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.
- CONCRETE REINFORCING SHALL CONFORM TO ASTM A615 GRADE OR BETTER, UNLESS OTHER WISE INDICATED ON STRUCTURE PLANS.
- ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. ADDITIONAL COSTS SHALL BE COORDINATED BETWEEN CONTRACTOR AND VENDOR.
- ALL DISTURBED AREAS WHICH ARE NOT TO BE SOODED, ARE TO BE SEEDED AND MULCHED TO FDOT STANDARDS, AND MAINTAINED UNTIL ACCEPTABLE TO THE REGULATORY AGENCY AND ENGINEER OF RECORD, HAVE BEEN OBTAINED. ANY WASHOUTS, REGRADING, RESEEDING, AND GRASSING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR, UNTIL THE SYSTEM IS ACCEPTED, BY THE OWNER, REGULATORY AGENCY AND ENGINEER OF RECORD.
- CHAPTER 77-153 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THESE PLANS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS. AN ON-SITE INSPECTION BY THE RESPECTIVE GAS PERSONNEL, OF THE RESPECTIVE GAS COMPANY SHALL BE CALLED FOR BY THE CONTRACTOR TWO (2) WORKING DAYS BEFORE ENTERING A CONSTRUCTION AREA.
- THE CONTRACTOR SHALL UTILIZE THE "DESIGN SURVEYOR" TO LOCATE AND FLAG ALL PROPERTY CORNERS PRIOR TO CONSTRUCTION AND FINAL ENGINEERING INSPECTION AND CERTIFICATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE PROPERTY CORNERS, WHICH HAVE BEEN LOST DURING CONSTRUCTION, REESTABLISHED BY A PROFESSIONAL LAND SURVEYOR, PREFERABLY THE "DESIGN SURVEYOR".
- THE SOILS ENGINEER IS TO SUPPLY THE ENGINEER WITH A PHOTOCOPIED COPY OF ALL COMPACTION TESTS, AND ASPHALT RESULTS. THE SOILS ENGINEER IS TO CERTIFY TO THE ENGINEER OF RECORD, IN WRITING, THAT ALL TESTING REQUIREMENTS, REQUIRED BY THE OWNER, LOCAL REGULATORY AGENCY, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), FOR THE IMPROVEMENTS, AS REQUIRED BY THE SOILS REPORT, ENGINEERING CONSTRUCTION DRAWINGS AND PERMITS, HAVE BEEN SATISFIED.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING REQUIREMENTS AS SHOWN ON THE ENGINEERING CONSTRUCTION DRAWINGS AND IN THE SOILS REPORT. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER IS TO SUBMIT CERTIFICATIONS TO THE OWNER'S ENGINEER, STATION THAT ALL REQUIREMENTS HAVE BEEN MET.
- THE CONTRACTOR IS TO REVIEW THE DESIGN SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND PRIOR TO COMMENCING CONSTRUCTION.
- THE 100% IRRIGATION SYSTEM SHALL BE DIFFERENTIATED FROM POTABLE WATER PIPING.
- THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE, AT ALL TIMES.
- THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR INSTRUCTION OF THE CONTRACTOR REGARDING CONSTRUCTION SAFETY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS AND METHODS FOR CONSTRUCTION SITE SAFETY.
- ALL SOODING, SEEDING AND MULCHING SHALL INCLUDE WATER AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY OTHERS.

WORK IN FDOT RIGHTS-OF-WAY

- ALL STRIPING SHALL BE THERMOPLASTIC AND SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS.
- REFLECTIVE PAVEMENT MARKERS SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS AND SUPPLEMENTS.
- ALL SIGNS WITHIN FDOT RIGHT-OF-WAY SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION AND SUPPLEMENTS.
- REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 1735Z.
- STRIPING WITHIN FDOT RIGHT-OF-WAY SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 1734E.
- SIGNS WITHIN FDOT RIGHT-OF-WAY SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 11860 AND SHALL BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 1730Z.
- SIGNING AND STRIPING WITHIN FDOT RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL WORK PERFORMED WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY SHALL CONFORM TO:
 - FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE SPECIFICATION 2016 MANUAL.
 - FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY AND TRAFFIC DESIGN 2015 MANUAL (A.K.A STANDARD INDEX). COMPLIANCE WITH ALL APPLICABLE INDICES IS REQUIRED.

CLEARING AND EROSION CONTROL NOTES

- PRIOR TO ANY SITE CLEARING, ALL TREES SHOWN TO REMAIN ON THE CONSTRUCTION PLANS SHALL BE PROTECTED IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY TREE ORDINANCE AND DETAILS CONTAINED IN THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THESE TREES IN GOOD CONDITION. NO TREES SHOWN TO REMAIN SHALL BE REMOVED WITHOUT WRITTEN APPROVAL FROM THE OWNER.
- THE CONTRACTOR IS TO PREPARE THE SITE PRIOR TO BEGINNING ACTUAL CONSTRUCTION IN ACCORDANCE WITH THE SOILS TESTING REPORT, COPIES OF THE SOILS REPORT AREA AVAILABLE THROUGH THE OWNER OR THE SOILS TESTING COMPANY. QUESTIONS REGARDING SITE PREPARATION REQUIREMENTS DESCRIBED IN THE SOILS REPORT ARE TO BE DIRECTED TO THE SOILS TESTING COMPANY.
- THE CONTRACTOR SHALL CLEAR AND GRUB, ONLY THOSE PORTIONS OF THE SITE, NECESSARY FOR CONSTRUCTION. DISTURBED AREAS WILL BE SEEDED, MULCHED, OR PLANTED WITH OTHER APPROVED LANDSCAPE MATERIAL IMMEDIATELY FOLLOWING CONSTRUCTION.
- THE TOP 4" TO 6" OF GRASS REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER TO BE USED FOR LANDSCAPING PURPOSES, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- ALL CONSTRUCTION DEBRIS AND OTHER WASTE MATERIAL SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATIONS. ONLY "GRADING BY HAND" IS PERMITTED WITHIN THE CANOPY LINE OF TREES THAT ARE TO REMAIN.
- THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY COMPANIES TO DISCONNECT OR REMOVE THEIR FACILITIES PRIOR TO REMOVING OR DEMOLISHING ANY EXISTING STRUCTURES FROM THE SITE.
- THE LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING ANY UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE RELOCATED BY THE RESPECTIVE UTILITY COMPANIES, AND THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY COMPANIES DURING RELOCATION OPERATIONS. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING A VISUAL INSPECTION OF THE SITE AND WILL BE RESPONSIBLE FOR THE DEMOLITION AND REMOVAL OF ALL UNDERGROUND AND ABOVE GROUND STRUCTURES THAT WILL NOT BE INCORPORATED WITH THE NEW FACILITIES. SHOULD ANY DISCREPANCIES EXIST WITH THE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING THE OWNER AND REQUESTING A CLARIFICATION OF THE PLANS PRIOR TO DEMOLITION.
- DURING CONSTRUCTION, ALL STORM SEWER INLETS IN THE VICINITY OF THE PROJECT SHALL BE PROTECTED BY SEDIMENT TRAPS AND OTHER SYNTHETIC BALES, SOO, STONE, ETC., WHICH SHALL BE MAINTAINED AND REPAIRED AS REQUIRED BY CONSTRUCTION PROGRESS.
- ALL EROSION AND SILTATION CONTROL METHODS SHALL BE IMPLEMENTED PRIOR TO THE START OF CONSTRUCTION AND MAINTAINED UNTIL CONSTRUCTION IS COMPLETE.
- WHEN CONSTRUCTION IS COMPLETED, THE RETENTION/DETENTION AREAS WILL BE RESHAPED, CLEANED OF SILT, MUD AND DEBRIS, AND RE-SOODED IN ACCORDANCE TO THE PLANS.
- CONTRACTOR IS TO PROVIDE EROSION CONTROL/SEDIMENTATION BARRIER (SYNTHETIC BALS OR SILTATION CURTAIN) TO PREVENT SITUATION OF ADJACENT STREETS, STORM SEWERS, WATERWAYS, AND EXISTING ROADWAYS. IN ADDITION, THE CONTRACTOR SHALL PLACE STRAW, MULCH, OR OTHER SUITABLE MATERIAL ON THE GROUND IN AREAS WHERE CONSTRUCTION RELATED TRAFFIC IS TO ENTER AND EXIT THE SITE. IF, IN THE OPINION OF THE ENGINEER AND/OR LOCAL AUTHORITIES, EXCESSIVE QUANTITIES OF EARTH ARE TRANSPORTED OFF-SITE EITHER BY NATURAL DRAINAGE OR BY VEHICULAR TRAFFIC, THE CONTRACTOR IS TO REMOVE SAID EARTH TO THE SATISFACTION OF THE ENGINEER AND/OR AUTHORITIES.
- IF WIND EROSION BECOMES SIGNIFICANT DURING CONSTRUCTION, THE CONTRACTOR SHALL STABILIZE THE AFFECTED AREA USING SPRINKLING, IRRIGATION, OR OTHER ACCEPTABLE METHODS.
- THERE IS TO BE NO DISCHARGE (I.E. PUMPING, SHEET FLOW, SWALE, DITCH, ETC.) INTO EXISTING LAKE SYSTEM, WETLAND, OR RIVER, WITHOUT THE USE OF SETTLING PONDS. IF THE CONTRACTOR DESIRES TO DISCHARGE INTO THE EXISTING LAKE SYSTEM OR RIVER, A SETTLING POND PLAN MUST BE SUBMITTED AND APPROVED BY THE ENGINEER OF RECORD AND LOCAL REGULATORY AGENCY PRIOR TO CONSTRUCTION.

PAVING, GRADING AND DRAINAGE NOTES

- ALL DELETERIOUS SUBSTANCE MATERIAL, (I.E. MUCH, PEAT, BURIED DEBRIS), IS TO BE EXCAVATED IN ACCORDANCE WITH THESE PLANS, OR AS DIRECTED BY THE OWNER'S ENGINEER, OR OWNER'S SOIL TESTING COMPANY. DELETERIOUS MATERIAL IS TO BE STOCKPILED OR REMOVED FROM THE SITE AS DIRECTED BY THE OWNER. EXCAVATED AREAS ARE TO BE BACKFILLED WITH APPROVED MATERIALS AND COMPACTED AS SHOWN ON THESE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXCAVATIONS AGAINST COLLAPSE AND WILL PROVIDE BRACING, SHUTTING, OR SHORING, AS NECESSARY. TRENCHES SHALL BE KEPT DRY WHILE PIPE AND APPURTENANCES ARE BEING PLACED. DEWATERING SHALL BE USED AS REQUIRED.
- IT MAY BE NECESSARY TO FIELD ADJUST PAVEMENT ELEVATIONS TO PRESERVE THE ROOT SYSTEMS OF TREES SHOWN TO BE SAVED. THE CONTRACTOR IS TO COORDINATE WITH OWNER'S ENGINEER PRIOR TO ANY ELEVATION CHANGES.
- PRIOR TO CONSTRUCTION CONCRETE PAVEMENT, THE CONTRACTOR IS TO SUBMIT A PROPOSED JOINTING PATTERN TO THE OWNER'S ENGINEER FOR APPROVAL.
- THE CONTRACTOR IS TO PROVIDE A 1" BITUMINOUS EXPANSION JOINT MATERIAL WITH SEALER, AT ABUTMENT OF CONCRETE AND ANY STRUCTURE.
- ALL PAVEMENT MARKINGS SHALL BE MADE WITH TRAFFIC PAINT IN ACCORDANCE TO FDOT STANDARD SPECIFICATIONS 971-12 OR 971-13. PARKING STALL STRIPING TO BE 4" WIDE PAINTED WHITE STRIPES, UNLESS OTHERWISE SPECIFIED BY AGENCIES.
- THE CONTRACTOR IS TO INSTALL EXTRA BASE MATERIAL WHEN THE DISTANCE BETWEEN THE PAVEMENT ELEVATION AND THE TOP OF THE PIPE OR BELL IS LESS THAN TWELVE (12) INCHES.
- STANDARD INDICES REFER TO THE LATEST EDITION OF FDOT "ROADWAY AND TRAFFIC DESIGN STANDARDS".
- ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS IV (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS.
- PVC STORM PIPE, 12" AND SMALLER SHALL CONFORM TO AWWA C-900, CLASS 150 STANDARDS, UNLESS OTHERWISE NOTED.
- PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO THE CENTER OF DRAINAGE STRUCTURES. PIPE LENGTH FOR MITERED END AND FLARED END SECTIONS ARE TO END OF PIPE.
- ALL DRAINAGE STRUCTURE GRATES AND COVERS WITHIN TRAFFIC AREAS SHALL BE TRAFFIC RATED FOR AND CAPABLE OF WITHSTANDING H-20 LOADINGS.
- THE CONTRACTOR IS TO SOO THE RETENTION/DETENTION POND AS INDICATED ON PLANS WITHIN ONE WEEK FOLLOWING CONSTRUCTION OF THE POND.
- MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1991, OR LATEST REVISION THEREOF AND SUPPLEMENTAL SPECIFICATIONS THERETO.
- UNDERCUTTING AND/OR OVER EXCAVATING THE RETENTION/DETENTION AREAS WILL NOT BE ALLOWED.
- THE CONTRACTOR SHALL PROVIDE CERTIFIED RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES, INVERTS, AND LOCATIONS OF ALL STORMWATER FACILITIES INCLUDING THE STORMWATER POND, DRAINAGE STRUCTURES, BERMS & SWALES. THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER FOR THE PURPOSE OF CERTIFYING THE STORMWATER MANAGEMENT SYSTEM.

PAVING, GRADING AND DRAINAGE TESTING AND INSPECTION REQUIREMENTS

- THE STORM DRAINAGE PIPING AND FILTRATION SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. THE CONTRACTOR IS TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE AN INSPECTION.
- THE CONTRACTOR SHALL MAINTAIN THE STORM DRAINAGE SYSTEMS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE TESTING SCHEDULE FOUND IN THE ENGINEERING CONSTRUCTION DRAWINGS. UPON COMPLETION OF THE WORK, THE SOILS ENGINEER MUST SUBMIT CERTIFICATION TO THE OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

WATER/SEWER CLEARANCE REQUIREMENTS

VERTICAL CLEARANCE AT CROSSINGS:
GRAVITY SEWERS OR FORCE MAINS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER JOINTS AND WATER JOINTS WILL BE EQUALLY SPACED FROM THE POINT OF CROSSING WITH NO LESS THAN 10 FEET BETWEEN ANY TWO JOINTS. WHERE THE MINIMUM 18 INCH SEPARATION CANNOT BE MAINTAINED, THE SEWER SHALL BE PLACED IN A SLEEVE OR ENCASED IN CONCRETE FOR 20 FEET CENTERED ON THE POINT OF CROSSING. WHERE THERE IS NO ALTERNATIVE TO SEWER PIPES CROSSING OVER WATER MAINS, THE PIPES SHALL BE CENTERED AT THE CROSSING AS INDICATED ABOVE, AND THE WATER MAIN SHALL BE PLACED IN A SLEEVE OR ENCASED IN CONCRETE FOR 20 FEET CENTERED ON THE POINT OF CROSSING. ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO PREVENT DAMAGE TO THE WATER MAIN.

HORIZONTAL SEPARATION BETWEEN PARALLEL LINES:
GRAVITY SEWERS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN. THE DISTANCE SHALL BE MEASURED EDGE TO EDGE. IN CASES WHERE IT IS NOT PRACTICAL TO MAINTAIN A 10 FOOT SEPARATION, THE WATER MAIN SHALL BE INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELVE LOCATED ON ONE SIDE OF THE SEWER AND AT AN ELEVATION SO THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, AND THE WATER AND SEWER JOINTS SHALL BE STAGGERED.

FORCE MAINS SHALL BE INSTALLED AT LEAST 10 FEET HORIZONTALLY FROM ANY EXISTING OR PROPOSED WATER MAIN.

SANITARY SEWER/RECLAIMED WATER AND POTABLE WATER/RECLAIMED WATER SEPARATIONS:
WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR PUBLIC ACESS IRRIGATION: MAXIMUM OBTAINABLE SEPARATION FOR RECLAIMED WATER LINES AND DOMESTIC WATER LINES SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF 5 FEET (CENTER TO CENTER) OR 3 FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER LINES AND EITHER POTABLE WATER MAINS OR SEWAGE COLLECTION LINES. AN 18 INCH VERTICAL SEPARATION SHALL BE MAINTAINED AT CROSSINGS.

WHEN THE RECLAIMED WATER LINE IS TRANSPORTING WATER FOR NON-PUBLIC ACCESS IRRIGATION: THE RECLAIMED WATER MAIN SHALL BE TREATED LIKE A SANITARY SEWER. A 10 FOOT HORIZONTAL AND 18 INCH VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE RECLAIMED WATER MAIN AND ALL EXISTING OR PROPOSED POTABLE WATER MAINS. NO MINIMUM SEPARATION IS REQUIRED BETWEEN THE RECLAIMED WATER MAIN AND SANITARY SEWERS, OTHER THAN THAT NECESSARY TO ENSURE STRUCTURAL INTEGRITY AND PROTECTION OF THE LINES THEMSELVES.

NOTE: WHEN IT IS IMPOSSIBLE TO OBTAIN PROPERTY HORIZONTAL AND VERTICAL SEPARATION AS STIPULATED ABOVE, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) MAY ALLOW DEVIATION ON A CASE-BY-CASE BASIS IF SUPPORTED BY DATA FROM THE DESIGN ENGINEER. APPROVAL FOR THE DEVIATION MUST BE OBTAINED PRIOR TO CONSTRUCTION.

WATER SYSTEM NOTES

- ALL WATER MAINS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL WATER SYSTEM WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- CONFLICTS BETWEEN WATER AND STORM OR SANITARY SEWER TO BE RESOLVED BY ADJUSTING THE WATER LINES AS NECESSARY.
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.53 (AWWA C 150) AND ANSI A 21.31 (AWWA C 151) AND PIPE SHALL RECEIVE EXTERIOR COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8, OR A 21.51 AND SHALL BE MORTAR LINED, STANDARD THICKNESS, AND BITUMINOUS SEALED IN ACCORDANCE WITH ANSI A (AWWA C 104-71).
- ALL FITTINGS LARGER THAN 2" SHALL BE DUCTILE IRON CLASS 53 IN ACCORDANCE WITH AWWA C-110 WITH A PRESSURE RATING OF 350 PSI. JOINTS SHALL BE MECHANICAL JOINTS IN ACCORDANCE WITH AWWA C-111. FITTINGS SHALL BE CEMENT MORTAR LINED AND COATED IN ACCORDANCE WITH AWWA C-104.
- THE CONTRACTOR IS TO INSTALL TEMPORARY BLO-OFFS AT THE END OF WATER SERVICE LATERALS TO ASSURE ADEQUATE FLUSHING AND DISINFECTION.
- THRUST BLOCKING SHALL BE PROVIDED AT ALL FITTINGS AND HYDRANTS AS SHOWN ON DETAILS.
- ALL PVC WATER MAINS 4" THROUGH 12" SHALL BE IN ACCORDANCE WITH AWWA C-900. PIPE SHALL BE CLASS 150 AND MEET THE REQUIREMENTS OF SDR 18 IN ACCORDANCE WITH ASTM D-2241.
- WATER MAIN PIPE OF LESS THAN 4" SHALL BE PER ASTM D2241-89.
- ALL FITTINGS 2" AND SMALLER SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELDED SLEEVE TYPE JOINTS.
- ALL GATE VALVES 2" OR LARGER SHALL BE RESILIENT SEAT OR RESILIENT WEDGE MEETING THE REQUIREMENTS OF AWWA C509.
- ALL FIRE HYDRANTS SHALL MEET THE REQUIREMENTS OF AWWA C502 AND SHALL BE APPROVED BY THE LOCAL UTILITY AND FIRE MARSHAL.
- MATERIALS AND CONSTRUCTION METHODS FOR WATER DISTRIBUTION SYSTEM SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY CODES, AND SPECIFICATIONS FOR CONSTRUCTION, LATEST REVISION THEREOF, AND SUPPLEMENTAL SPECIFICATIONS THERETO. APPROVAL AND CONSTRUCTION OF ALL POTABLE WATER SERVICE MAIN EXTENSIONS AND CONNECTIONS MUST BE COORDINATED THROUGH THE LOCAL REGULATORY AGENCY.
- THE CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW THE LOCATION ON ALL WATER MAINS AND SERVICES. THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.

WATER SYSTEM TESTING AND INSPECTION REQUIREMENTS

- ALL COMPONENTS OF THE WATER SYSTEM, INCLUDING FITTINGS, HYDRANTS, CONNECTIONS, AND VALVES SHALL REMAIN UNCOVERED UNTIL PROPERLY PRESSURE TESTED AND ACCEPTED BY THE OWNER'S ENGINEER. PRESSURE TESTS TO BE IN ACCORDANCE WITH WATER DEPARTMENT SPECIFICATIONS. CONTRACTOR TO NOTIFY OWNER'S ENGINEER AND WATER DEPARTMENT INSPECTORS 48 HOURS IN ADVANCE OF PERFORMING TESTS.
- CONTRACTOR TO PERFORM CHLORINATION AND BACTERIOLOGICAL SAMPLING IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS. BACTERIOLOGICAL SAMPLING SHALL BE BY THE LOCAL PUBLIC HEALTH UNIT AND/OR LOCAL UTILITY. CONTRACTOR SHALL OBTAIN CLEARANCE OF DOMESTIC WATER SYSTEM. COPIES OF ALL BACTERIOLOGICAL TESTS TO BE SUBMITTED TO OWNER'S ENGINEER.

SANITARY SEWER NOTES


- ALL SANITARY SEWER MAINS & LATERALS SHALL HAVE A MINIMUM OF 36 INCHES OF COVER.
- ALL SANITARY SEWER MAINS & SERVICE LATERALS SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE PIPE, SDR 35 OR AS OTHERWISE INDICATED ON THE CONSTRUCTION DRAWINGS.
- ALL SANITARY SEWER WORK SHALL CONFORM WITH LOCAL REGULATORY STANDARDS AND SPECIFICATIONS.
- PRIOR TO COMMENCING WORK WHICH REQUIRES CONNECTING NEW WORK TO EXISTING LINES OR APPURTENANCES, THE CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING CONNECTION POINT AND NOTIFY OWNER'S ENGINEER OF ANY CONFLICTS OR DISCREPANCIES.
- PVC PIPE AND FITTINGS SHALL CONFORM TO ASTM SPECIFICATIONS DESIGNATION D-3034-77C, MA SDR 35. INSTALLATION OF SDR 35 PIPE SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF ASTM SPECIFICATION SECTION D2321. ALL SANITARY SEWER PIPELINES SHALL BE SOLID GREEN IN COLOR.
- ALL PVC FORCE MAINS SHALL BE CLASS 200, SDR 21, COLOR GREEN, WITH A GREEN MAGNETIC TAPE A MINIMUM OF 2" WIDE, PLACED 1 FOOT BELOW THE PROPOSED GRADE. THE PRINTING ON THE MAGNETIC TAPE SHOULD READ "FORCEMAIN".
- ALL DUCTILE IRON PIPE SHALL BE CLASS 52 IN ACCORDANCE WITH ANSI A 21.50 (AWWA C 150) AND ANSI A21.51 (AWWA C 151). DUCTILE IRON PIPE SHALL RECEIVE INTERIOR AND EXTERIOR BITUMINOUS COATING IN ACCORDANCE WITH ANSI A 21.6, A 21.8, OR A 21.51.
- ALL SANITARY SEWER GRAVITY MAINS OR SANITARY SEWER FORCEMAINS THAT REQUIRE DUCTILE IRON PIPE ARE TO BE POLYUNED OR EPOXY LINED.
- ALL SANITARY SEWER COVERS SHALL BE TRAFFIC RATED FOR H-20 LEADING.
- THE CONTRACTOR SHALL PROVIDE CERTIFIED UTILITY RECORD DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR. THE RECORD DRAWINGS SHALL SHOW FINAL GRADES AND LOCATIONS ON ALL SANITARY SEWER MAINS AND SERVICES. THE CONTRACTOR SHALL PROVIDE TEN COPIES OF THE CERTIFIED RECORD DRAWINGS TO THE ENGINEER.
- ALL SANITARY FORCEMAINS AND GRAVITY MAINS SHALL BE SEPARATED A MINIMUM OF 10 FEET HORIZONTALLY AND 1.5 FEET VERTICALLY FROM ADJACENT WATER MAINS. WHEN THESE SEPARATION DISTANCES ARE NOT POSSIBLE, CONTRACTOR SHALL CONSULT ENGINEER AND AGENCY HAVING JURISDICTION FOR PIPE MATERIAL AND/OR ENCASEMENT ALTERNATIVES.

SANITARY SEWER TESTING AND INSPECTION REQUIREMENTS

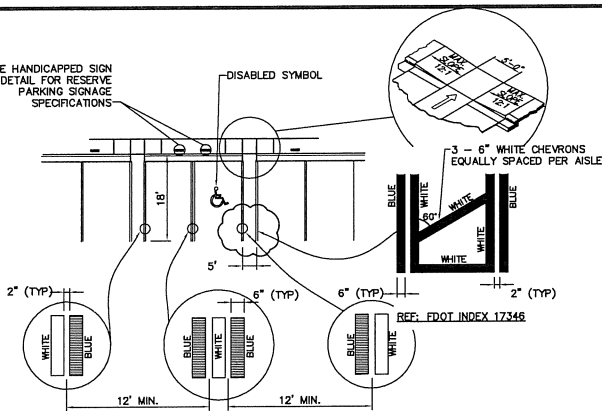
- ALL GRAVITY SEWER PIPING SHALL BE SUBJECT TO VISUAL INSPECTION BY THE OWNER'S ENGINEER. CONTRACTOR TO NOTIFY THE ENGINEER 48 HOURS IN ADVANCE TO SCHEDULE INSPECTION.
- CONTRACTOR SHALL CONDUCT VIDEO CAMERA INSPECTION OF ALL GRAVITY SEWER PIPING AND PROVIDE ENGINEER WITH VIDEO TAPE OR DVD OF INSPECTION FOR VIEW AND APPROVAL.
- THE CONTRACTOR SHALL PERFORM AN INFILTRATION/EXFILTRATION TEST ON ALL GRAVITY SEWERS IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFYING BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.
- ALL FORCE MAINS SHALL BE SUBJECT TO HYDROSTATIC PRESSURE TEST IN ACCORDANCE WITH THE REGULATORY AGENCY HAVING JURISDICTION. SAID TESTS ARE TO BE CERTIFIED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE REGULATORY AGENCY FOR APPROVAL. COORDINATION AND NOTIFICATION OF ALL PARTIES IS THE CONTRACTOR'S RESPONSIBILITY.

GENERAL SAFETY NOTES

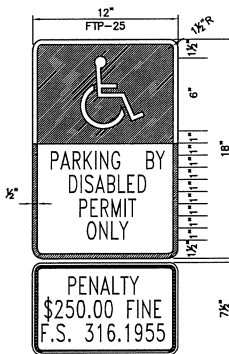
- DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, ALL SAFETY REGULATIONS ARE TO BE ENFORCED BY THE CONTRACTOR. THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL.
- THE MINIMUM STANDARDS AS SET FORTH IN THE CURRENT EDITION OF THE STATE OF FLORIDA, MANUAL ON TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS SHALL BE FOLLOWED IN THE DESIGN APPLICATION, INSTALLATION, MAINTENANCE, AND REMOVAL OF THE TRAFFIC CONTROL DEVICES, WARNING DEVICES, AND BARRIERS NECESSARY TO PROTECT THE PUBLIC AND WORKMEN FROM HAZARDS WITHIN THE PROJECT LIMITS.
- ALL TRAFFIC CONTROL MARKINGS AND DEVICES SHALL CONFORM TO THE PROVISIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES PREPARED BY THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION.
- LABOR SAFETY REGULATIONS SHALL CONFORM TO THE PROVISIONS SET FORTH BY OSHA IN THE FEDERAL REGISTER AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGULATIONS.
- IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COMPLY AND ENFORCE ALL APPLICABLE SAFETY REGULATIONS. THE ABOVE INFORMATION HAS BEEN PROVIDED FOR THE CONTRACTOR'S INFORMATION ONLY AND DOES NOT IMPLY THAT THE OWNER OR ENGINEER WILL INSPECT AND/OR ENFORCE SAFETY REGULATIONS.
- ALL MAINTENANCE OF TRAFFIC SHALL ADHERE TO THE REQUIREMENTS OF THE DESIGN STANDARDS 600 INDEXES.

PROJECT NAME JOHNS CORNER GROCERY STORE 41 E. MICHAEL GLADDEN BLVD. APOPKA FL	SHEET NAME GENERAL CIVIL NOTES	Revisions	Project No. 129-014	Drawn By STA	Date 12/27/2016
		Scale	NTS		
		JWB ARCHITECTS CivilCorp Engineering, Inc. 630 N. Wynmore Rd., Ste 310 Maitland, FL 32751 Phone: 407-975-1111 Certificate of Authorization No. 29390  Stephen Allen, PE # 55994 FL Reg. No. _____ Engineer			
SHEET NO. C-7					

- NOTES:**
- EACH SUCH PARKING SPACE SHALL BE CONSPICUOUSLY STRIPED IN BLUE PAINT, AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, AND THE CAPTION "PARKING BY DISABLED PERMIT ONLY". SIGN SIGNS SHALL NOT BE OBTAINED BY A VEHICLE PARKED IN THE SPACE. ALL DISABLED PARKING SPACES MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE DEPARTMENT OF TRANSPORTATION.
 - PARKING SPACE WIDTH SHALL BE MEASURED FROM CENTER TO CENTER BETWEEN BLUE AND WHITE STRIPES.
 - WHERE CURBING EXISTS PARALLEL TO STALL, BLUE LINE SHALL BE REQUIRED ADJACENT TO CURB (WHITE LINE WILL NOT BE REQUIRED).

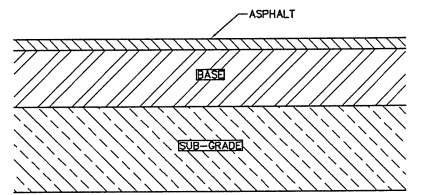


HANDICAPPED PARKING DETAIL



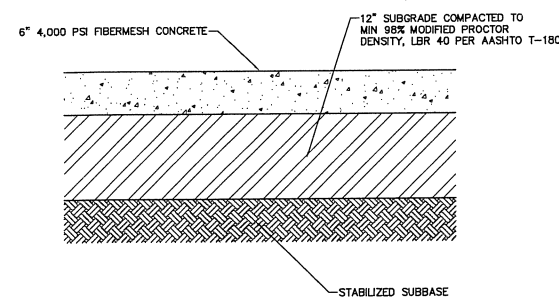
- NOTES:**
- ALL LETTERS SHALL BE BLACK AND 1" IN HEIGHT. LETTERS ARE TO BE SERIES "B" OR "C", PER MUTCD.
 - TOP PORTION OF SIGN SHALL HAVE REFLECTORIZED (ENGINEERING GRADE) BLUE BACKGROUND WITH WHITE REFLECTORIZED LEGEND AND BORDER.
 - BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED (ENGINEERING GRADE) WHITE BACKGROUND WITH BLACK BORDER.
 - ONE SIGN REQUIRED FOR EACH PARKING SPACE.
 - HEIGHT OF SIGN SHALL BE IN ACCORDANCE WITH SECTION 24-23 OF THE MANUAL ON UNIFORMED TRAFFIC CONTROL DEVICES (MUTCD)

HANDICAPPED SIGN DETAIL

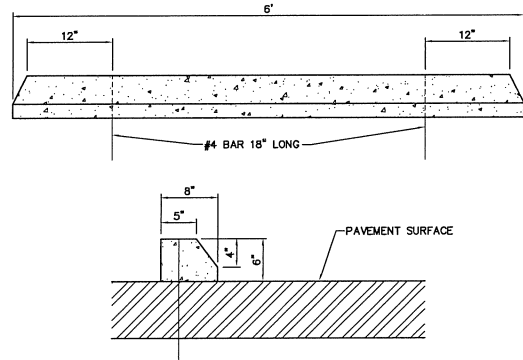


- | | | |
|----------|------|--|
| ASPHALT | 1.5" | TYPE SP-9.5 ASPHALTING CONCRETE SURFACE COURSE |
| BASE | 6" | GRADED AGGREGATE BASE (LIMEROCK OR CRUSHED CONCRETE MEETING FDOT SPECIFICATIONS) |
| SUB-BASE | 8" | NORMAL COMPACTED SUB-GRADE LBR 40 COMPACTED TO 98% AASHTO T-180 |

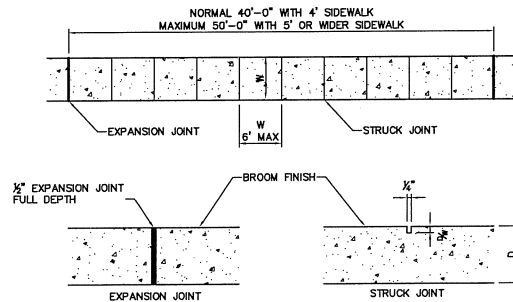
ASPHALT PAVEMENT SECTION
NTS



CONCRETE PAVEMENT SECTION (ONSITE)
NTS

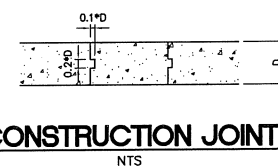


PRECAST CONCRETE WHEEL STOP
NTS

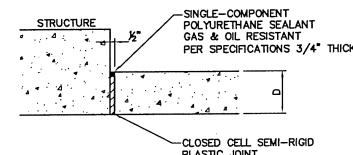


- NOTES:**
- SIDEWALK EXPANSION JOINTS TO BE AT ALL TIES TO CONCRETE OTHER THAN DRIVEWAYS. MAXIMUM SPACING SHALL BE 50'
 - EXPANSION JOINT MATERIAL SHALL BE ASPHALT FIBER IMPREGNATED PERFORMED JOINT FILLER, TO FILL DEPT OF CONCRETE.

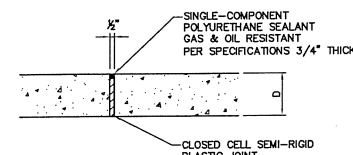
TYPICAL SIDEWALK
NTS



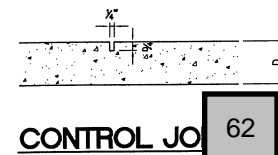
CONSTRUCTION JOINT
NTS



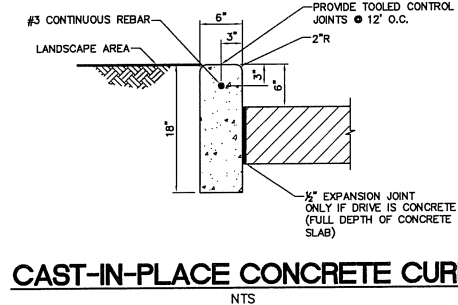
1/2" EXPANSION JOINT
NTS



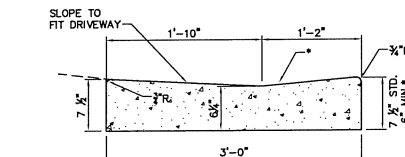
1/2" EXPANSION JOINT
NTS



CONTROL JOINT
NTS

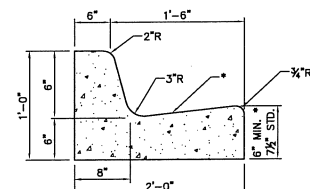


CAST-IN-PLACE CONCRETE CURB
NTS



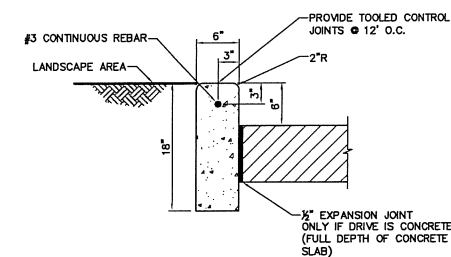
FDOT DROP CURB
NTS

- * WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

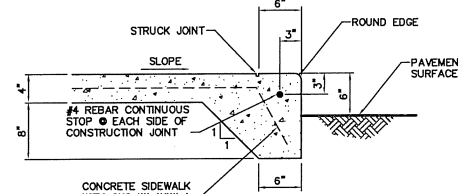


TYPE F CURB
NTS

- * WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.



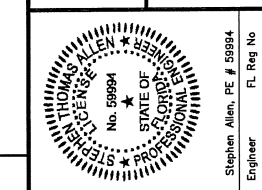
CAST-IN-PLACE CONCRETE CURB
NTS



INTEGRAL CURB AND SIDEWALK
NTS

Revisions	Project No. 129-014	Drawn By STA
	Scale NTS	Date 12/27/2016

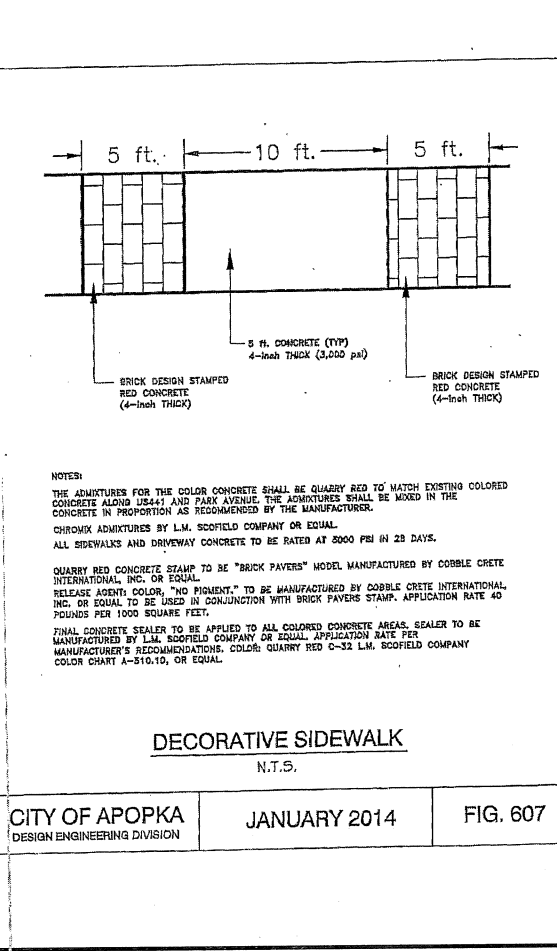
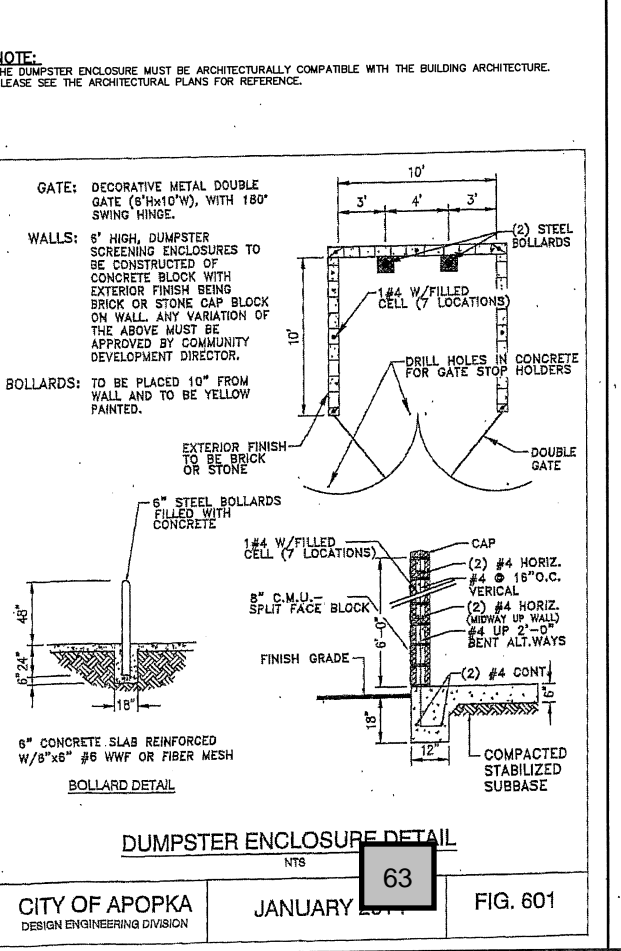
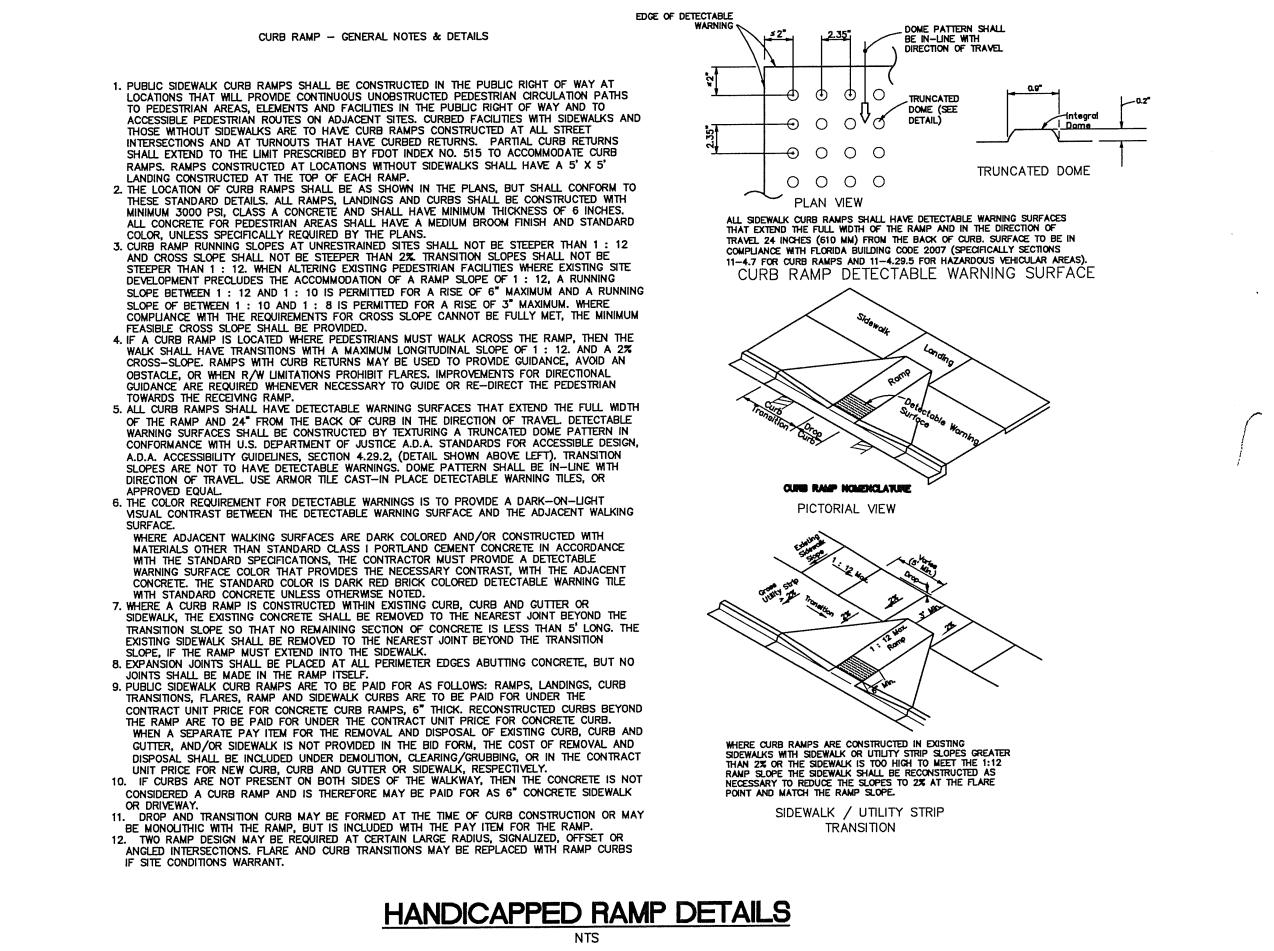
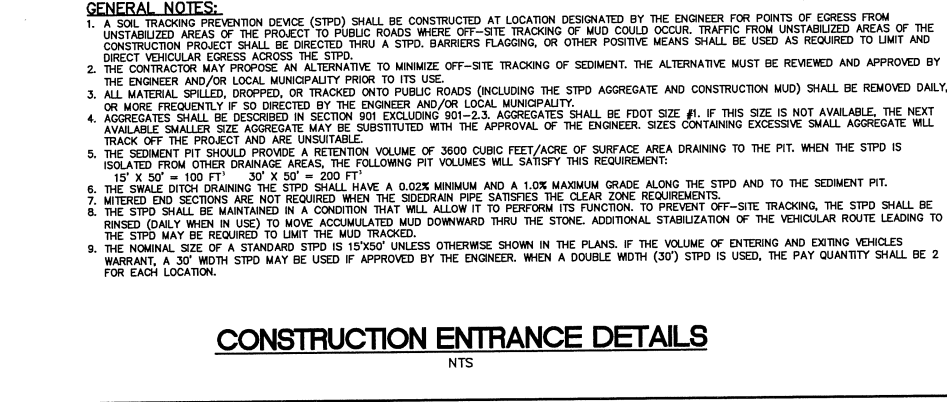
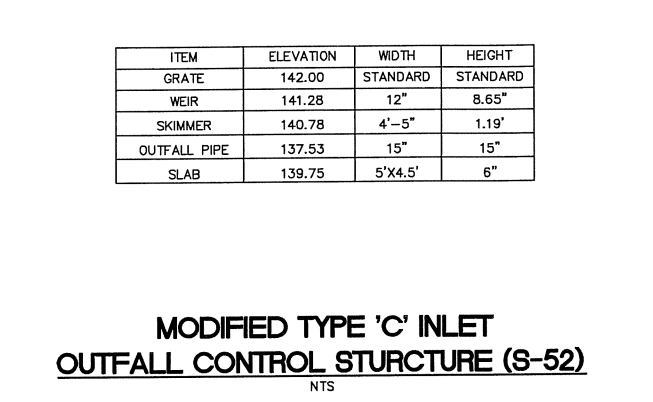
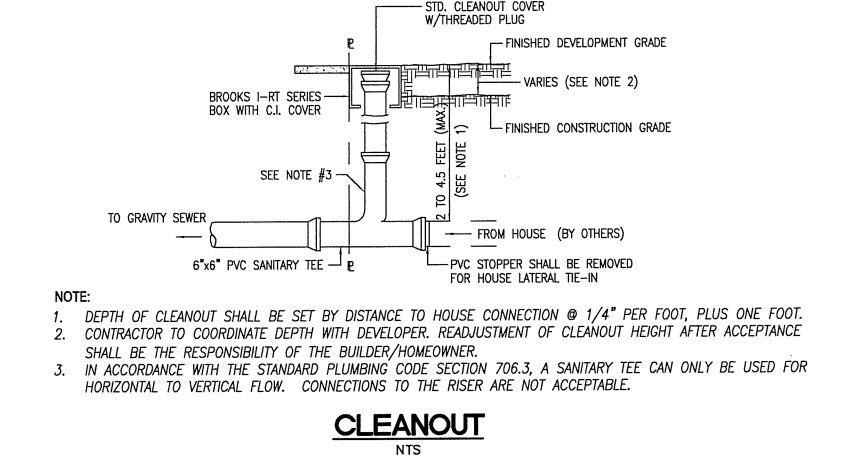
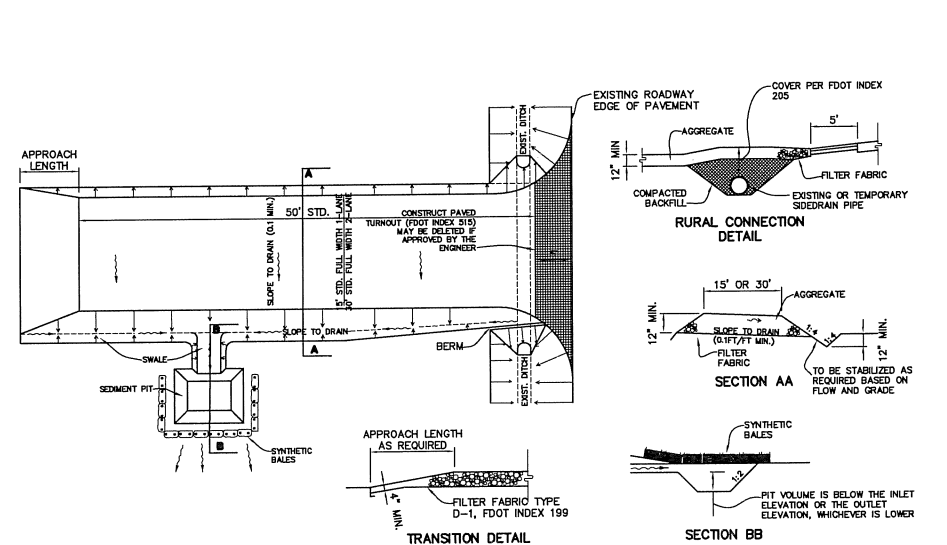
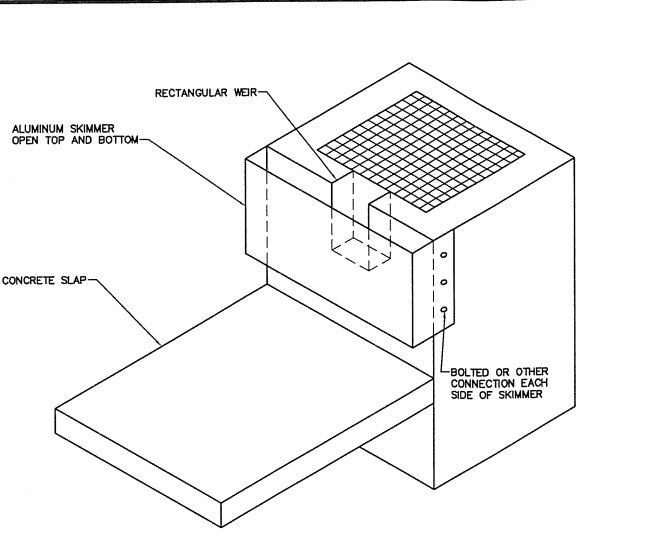
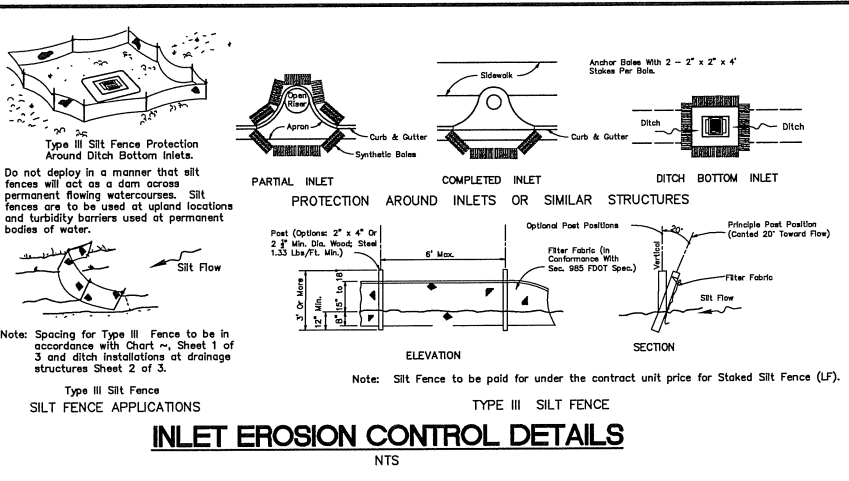
JWB ARCHITECTS
CivilCorp Engineering, Inc.
630 N. Wymore Rd. Ste 310
Maitland, FL 32751
Phone 407-516-6437
CivilCorp Engineering, Inc.
Certificate of Authorization No. 20390



JOHNS CORNER GROCERY STORE
41 E. MICHAEL GLADDEN BLVD. APOKA, FL

PROJECT NAME SHEET NAME
C-8
SHEET NO. C-8

DETAIL SHEET



JWB ARCHITECTS

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630 N. Wynona Rd., Ste. 310
Palm Beach Gardens, FL 33417
Certificate of Authorization No. 20390

JOHNS CORNER GROCERY STORE
41 E. MICHAEL GLADDEN BLVD. APOPKA FL

DETAIL SHEET

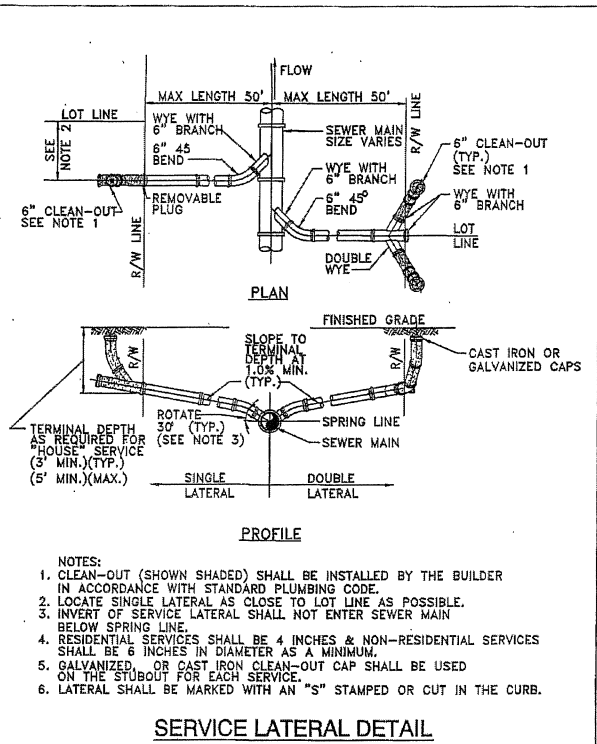
Project No. 129-014
Scale NTS
Date 12/27/2016
Drawn By STA
Date

Revisions

STEPHEN ALLEN
REGISTERED PROFESSIONAL ENGINEER
No. 59984
FL Reg No. 59984

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2014 FIG. 607

SHEET NO. C-9

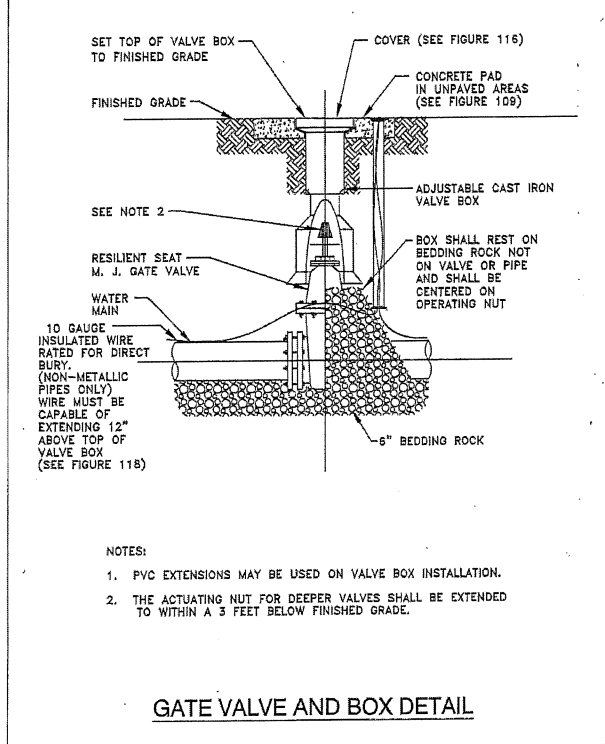


SERVICE LATERAL DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 204

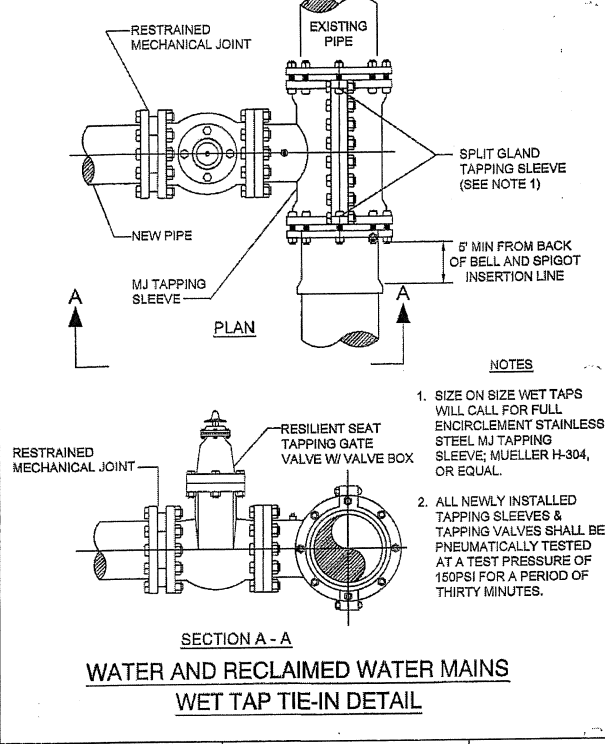


GATE VALVE AND BOX DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 400

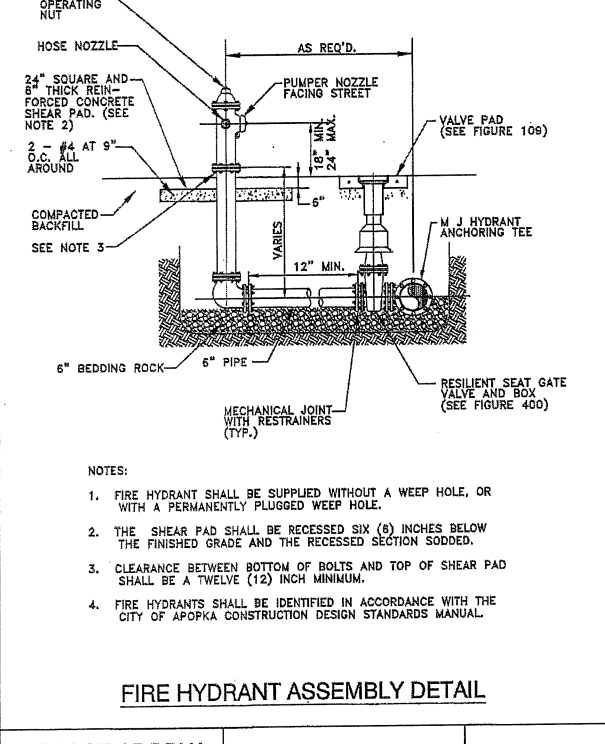


**WATER AND RECLAIMED WATER MAINS
WET TAP TIE-IN DETAIL**

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 406

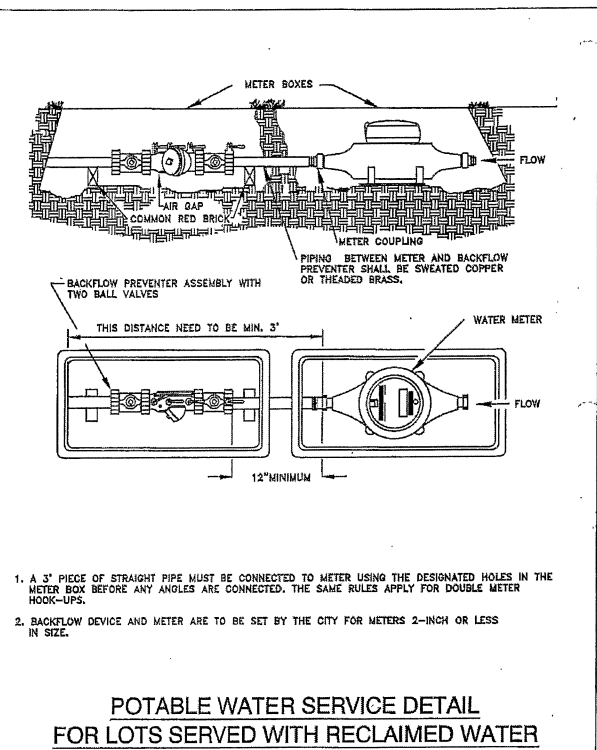


FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 402

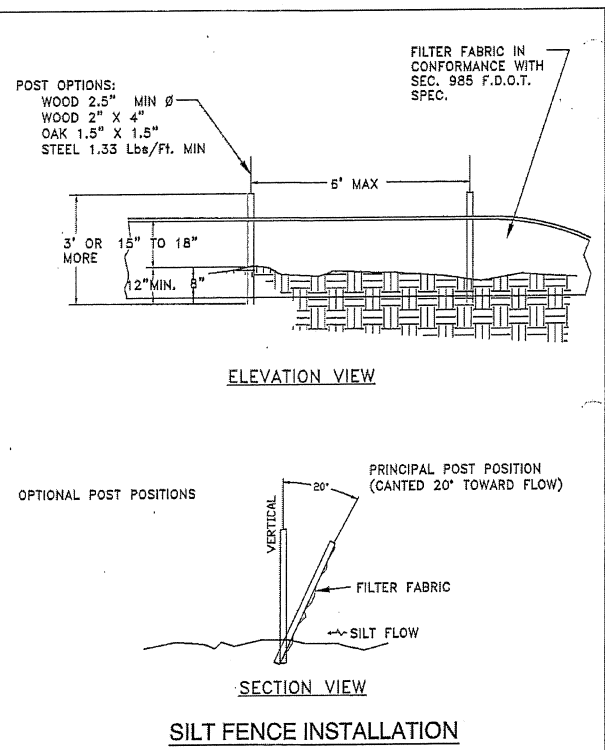


**POTABLE WATER SERVICE DETAIL
FOR LOTS SERVED WITH RECLAIMED WATER**

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 505

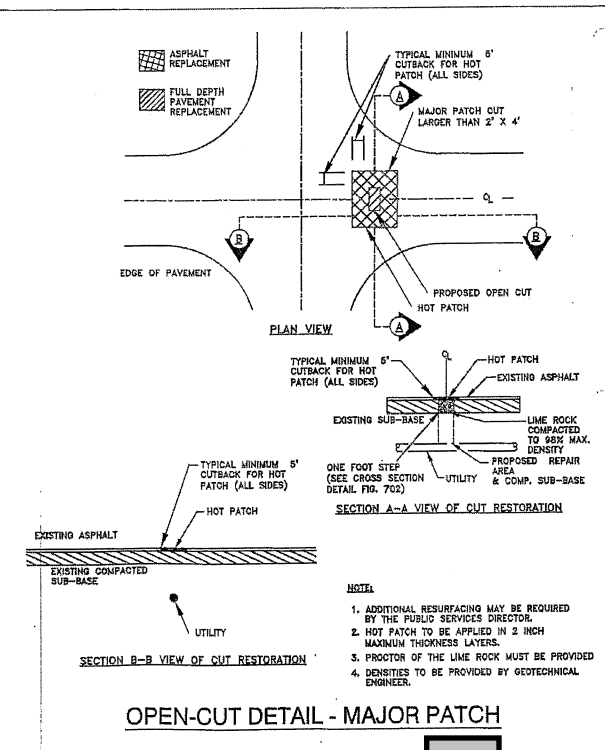


SILT FENCE INSTALLATION

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2014

FIG. 602

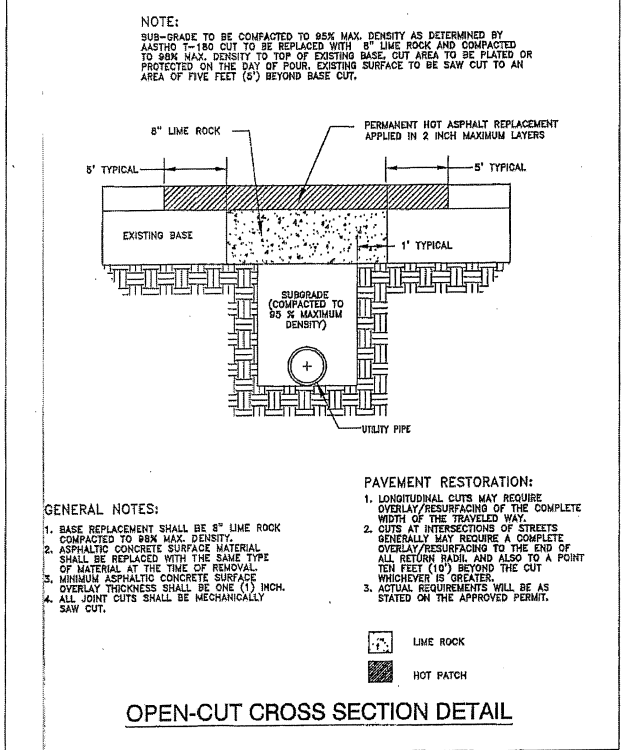


OPEN-CUT DETAIL - MAJOR PATCH

CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2015

FIG. 701



OPEN-CUT CROSS SECTION DETAIL

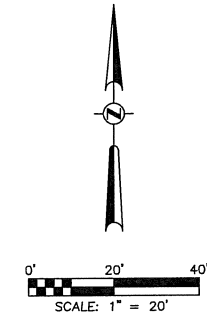
CITY OF APOPKA
DESIGN ENGINEERING DIVISION

JANUARY 2015

FIG. 702

<p>JWB ARCHITECTS</p> <p>CivilCorp Engineering, Inc. 601N Wyomere Rd, Ste 310 Apopka, FL 32703 Certificate of Authorization No. 23390</p> <p>CivilCorp Engineering, Inc.</p>	<p>Project No. 129-014</p>	<p>Drawn By STA</p>	<p>Date 12/27/2016</p>
	<p>Scale NTS</p>	<p>Project No. 129-014</p>	<p>Drawn By STA</p>
<p>Revisions</p>			
<p>DESCRIPTION</p>			
<p>DATE</p>			
<p>BY</p>			

<p>PROJECT NAME</p> <p>JOHN CORNER GROCERY STORE 41 E. MICHAEL GLADDEN BLVD. APOPKA FL</p>	<p>SHEET NAME</p> <p>DETAIL SHEET</p>
<p>SHEET NO.</p> <p>C-10</p>	



Revisions	Project No.	Drawn By	Date
1 2 3 4	129-014	CEP	12/27/16
Scale		1"=20'	

JWB ARCHITECTS

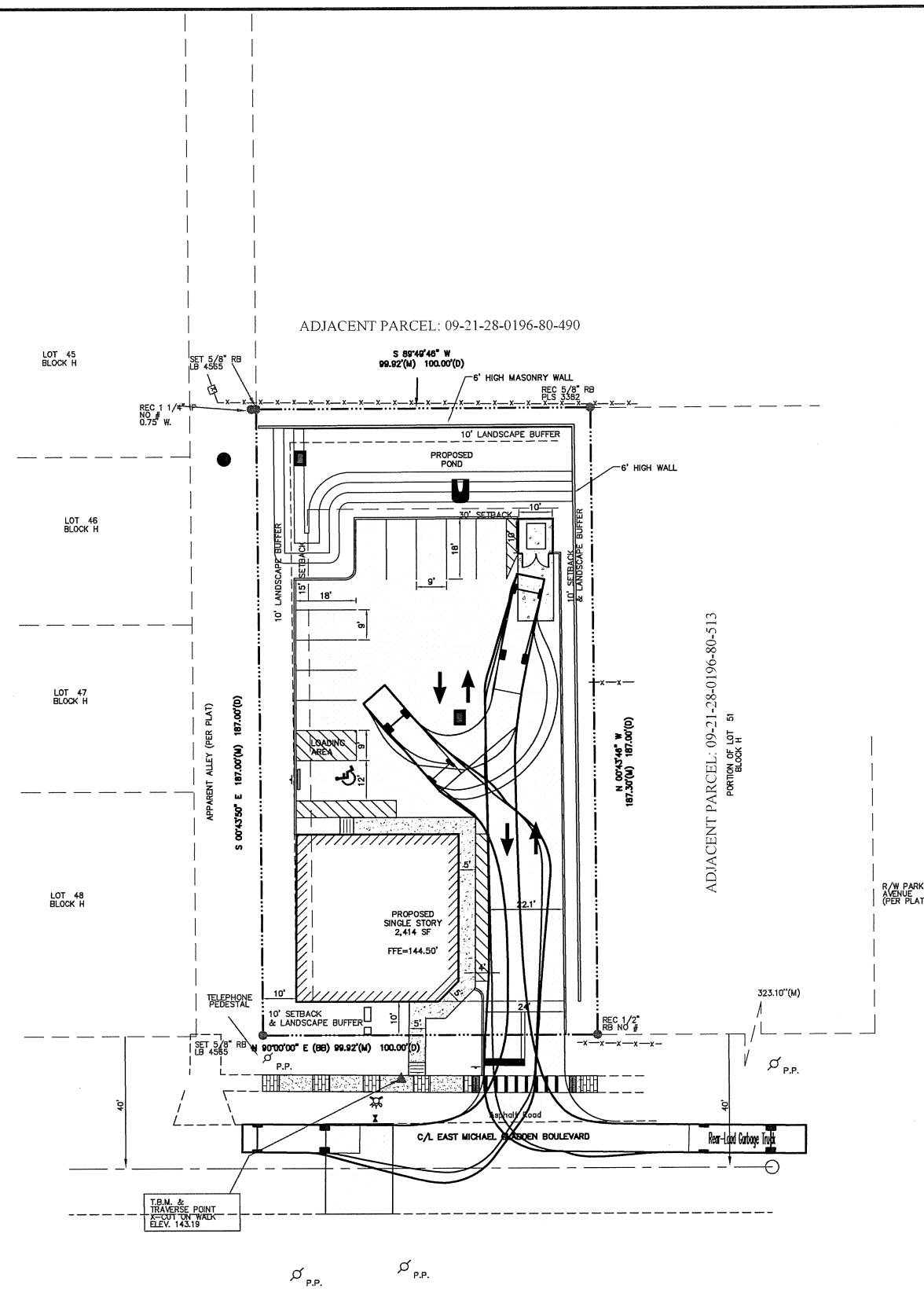
CivilCorp Engineering, Inc.
650 N Wymore Rd, Ste 310
Maitland, FL 32751
Phone: 407-271-0643
Certificate of Authorization No. 29390

Stephen Alan, PE # 59994
FL Reg No

JOHN'S CORNER
41 E. MICHAEL GLADDEN BLVD. APOPKA, FL

TRUCK TURN PLAN

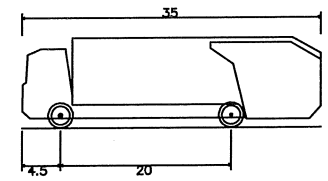
PROJECT NAME	SHEET NAME
JOHN'S CORNER	TRUCK TURN PLAN
SHEET NO. C-11	



Vehicle Tracking v18.00 - Pool

Unit Name:	Rear-Load Garbage Truck Tractor
Type:	Tractor (with driver controlled steering)
Body style:	Refuse / Garbage Truck (Small)
Classification:	(Unspecified)
Source:	No data
Description:	No data
Notes:	No data
Datum:	Front Primary Axle
Front Axle(s):	1 Ackerman (axles fixed, wheels turn)
Primary Front Axle Offset:	0.000ft
Effective Front Axle Offset:	0.000ft (Auto Calculated)
Maximum Wheel Angle:	Unlimited
Status:	Active Non Self-Steered
Track Width:	8.375ft
Total Wheels:	2 (positioned at the ends of the axle)
Tire Width:	0.838ft (Auto Calculated - proportion of Track Width)
Tire Diameter:	2.931ft (Auto Calculated - proportion of Track Width)
Rear Axle(s):	1 Fixed
Primary Rear Axle Offset:	20.000ft (Innermost Axle behind Front Primary Axle)
Effective Rear Axle Offset:	20.000ft (Auto Calculated)
Maximum Wheel Angle:	Unlimited
Status:	Active Non Self-Steered
Track Width:	8.375ft
Total Wheels:	4 (positioned at the ends of the axle)
Tire Width:	0.838ft (Auto Calculated - proportion of Track Width)
Tire Diameter:	2.931ft (Auto Calculated - proportion of Track Width)
Steering:	Front Axle(s):
Min. Curb / Curb Turning Radius:	29.300ft (based upon active axles only)
Calculated Maximum Wheel Angle:	56.400deg
Lock-to-Lock Time (Fwd/Rev):	6.0sec / 6.0sec
Driver / Pilot	Driver Offset Longitudinally: 0.422ft (in front of Front Primary Axle)
Driver / Pilot Offset Laterally:	-1.969ft (Right of Centerline)
Driver Height:	7.540ft (Above ground level)
Front Coupling:	None
Rear Coupling:	None
Body outline (plan):	Rectangle
Outline Type:	-4.500ft, 0.000ft
Length / Width:	35.000ft / 8.375ft

Every Effort Has Been Made To Ensure The Accuracy Of This Information
Please Check Data From Your Own Sources



Rear-Load Garbage Truck	35.000ft
Overall Length	8.375ft
Overall Width	10.546ft
Overall Body Height	1.000ft
Min Body Ground Clearance	8.375ft
Track Width	8.375ft
Lock-to-lock time	6.00s
Curb to Curb Turning Radius	29.300ft

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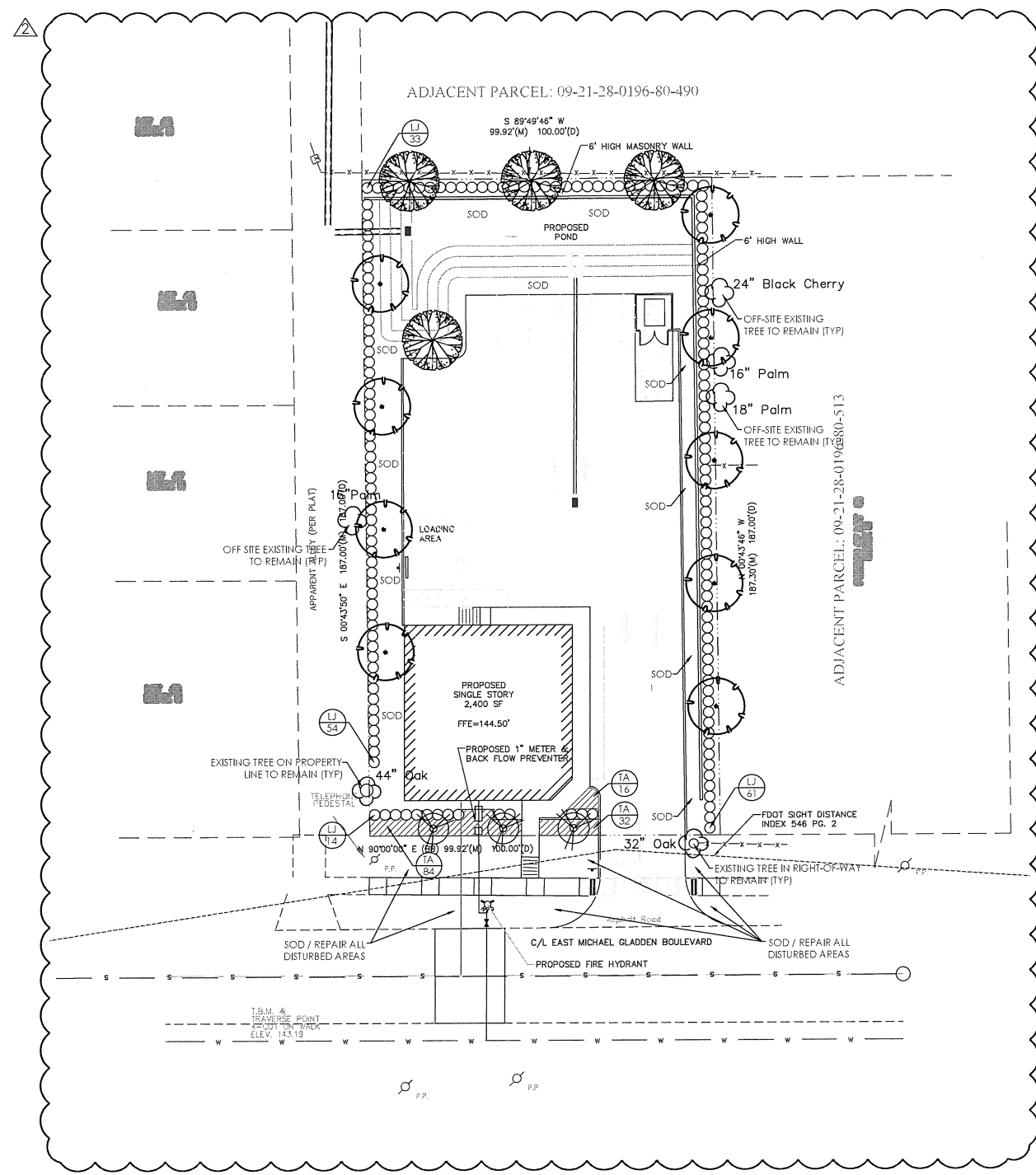


SCHWEIZER
BO JACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 94883 • MARIETTA, FLORIDA 32774 • PH. (407) 376-1423
LICENSE NO. LC2620487 • DESIGN@SCHWEIZERBOJACK.COM

JOHN'S CORNER
41 E. MICHAEL GLADDEN BLVD., CITY OF APOPKA, FL

8/14/17
6/29/17
1/17/17
DRAWN BY: K.B.
SHEET NUMBER
L-1



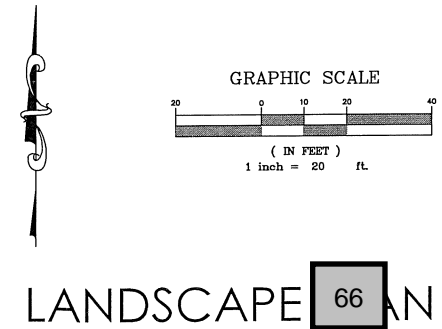
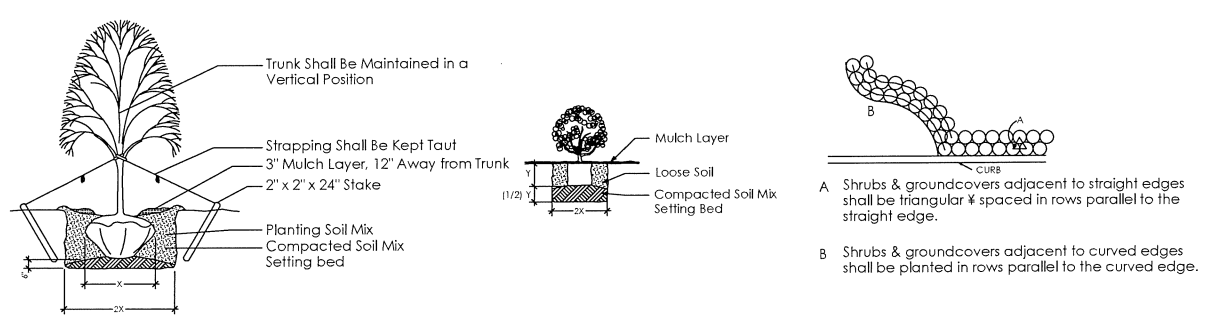
PLANT MATERIALS LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION
	TD	4	Bald Cypress <i>Taxodium distichum</i>	3 1/2" DBH, 10' - 12' Ht., 100 Gal. or B&B
	AR	9	Red Maple <i>Acer rubrum</i>	2 1/2" DBH, 10' - 12' Ht., 100 Gal. or B&B
	LI	3	Crape Myrtle <i>Lagerstroemia indica</i>	2 1/2" Total DBH, Multi Trunk, 8'- 10" Ht., 65 Gal. or B&B
	LJ	162	Ligustrum Shrubs <i>Ligustrum japonicum</i>	3 Gal., 24" Ht., 36" O.C.
	TA	132	Asiatic Jasmine <i>Trachelospermum asiaticum 'Minima'</i>	1 Gal., Full, 18" O.C.
	SOD	TBD	Bahia Sod <i>Paspalum notatum</i>	Solid Sod, As Indicated On Plans
	MULCH	TBD	Pine Bark Mulch	3" Minimum Depth, All Planting Areas

LANDSCAPE GENERAL NOTES

- The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
- The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
- No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- The Landscape Contractor is responsible for testing project soils. The Landscape Contractor is to provide a certified soils report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
- All proposed trees to be installed either entirely in or entirely out of planting beds. Planting bedlines are not to be obstructed; smooth and flowing.
- The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of work.

PLANTING DETAILS

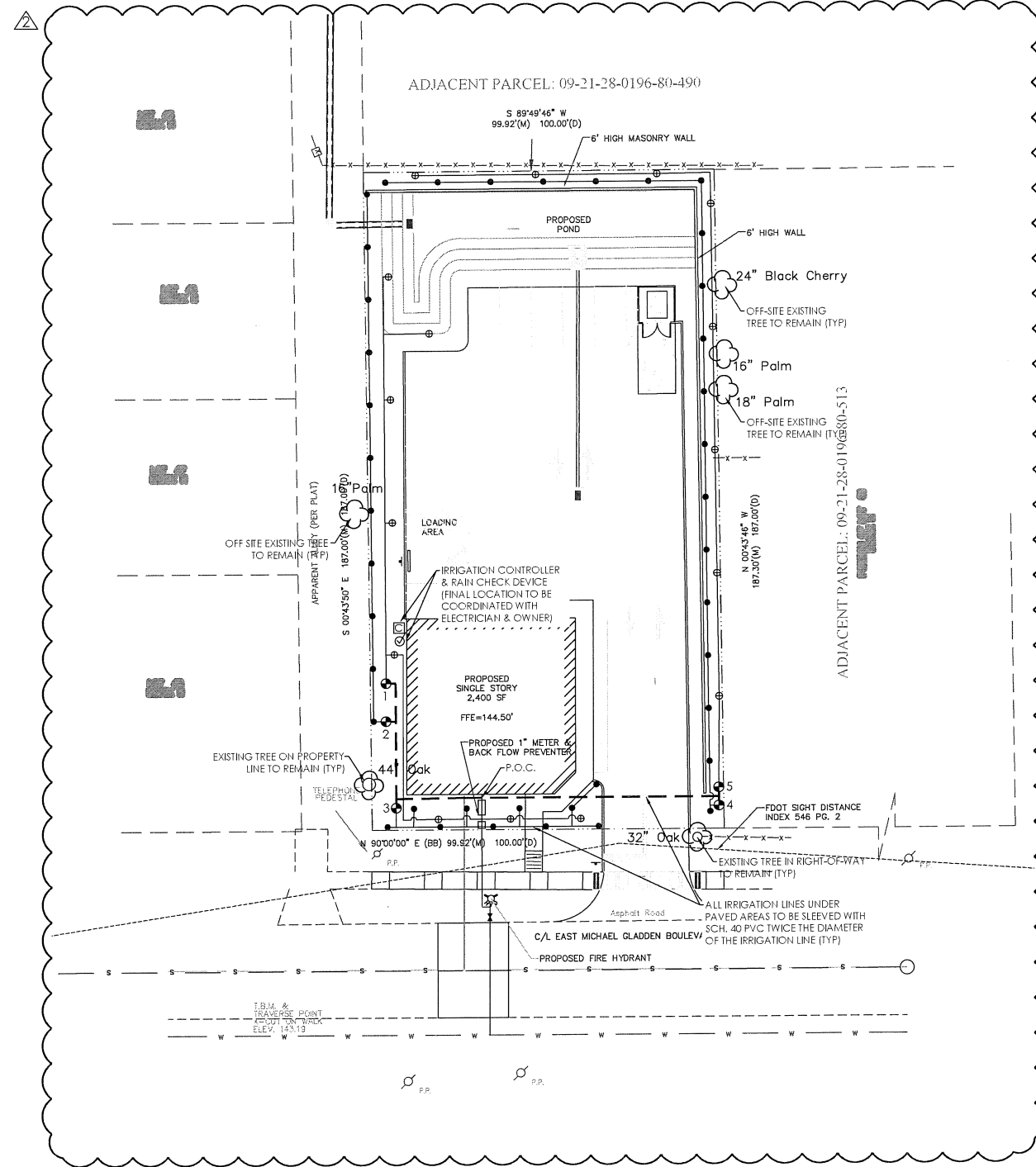


LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

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IRRIGATION EQUIPMENT LEGEND

SYMBOL	SPECIFICATIONS/DESCRIPTION
P.O.C.	TAP INTO PROPOSED 1" POTABLE WATER LINE FOR IRRIGATION WATER SOURCE & INSTALL SEPARATE IRRIGATION SYSTEM BACKFLOW PREVENTER BEFORE IRRIGATION CONNECTION
⊗	HUNTER REMOTE RAIN CHECK DEVICE
☐	RAINBIRD ESP-LX 4 STATION IRRIGATION CONTROLLER
●	RAINBIRD 1" PGA SERIES ELECTRIC VALVE INSTALLED IN A 12" AMETEK VALVE BOX, LEVEL WITH GRADE
⊕	IRRITROL BUBBLERS (INSTALLED USING 1/2" FLEX PIPE WITH A MINIMUM OF 12" LENGTH)
●	RAINBIRD LOW-VOLUME 1812-PRS 12" POP-UP SPRAY HEADS
---	1 1/2" IRRIGATION MAINLINE (CLASS 200 PVC)
---	IRRIGATION LATERAL LINES (TO BE SIZED & INSTALLED BY THE IRRIGATION CONTRACTOR)

ADDITIONAL IRRIGATION NOTES:

- ALL IRRIGATION LINES UNDER PAVED AREAS TO BE SLEEVED WITH SCH. 40 SLEEVING SIZED AT LEAST (2) TIMES THE DIAMETER OF THE IRRIGATION LINE SIZE.
- AVOID CONFLICT WITH EXISTING AND PROPOSED UNDERGROUND UTILITIES DURING INSTALLATION OF PROPOSED IRRIGATION SYSTEM. FIELD ADJUST LAYOUT AS NECESSARY.

IRRIGATION GENERAL NOTES

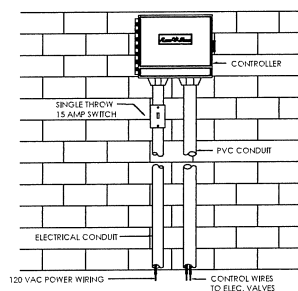
- THE IRRIGATION CONTRACTOR SHALL REFER TO THE LANDSCAPE PLAN WHEN TRENCHING TO LAY PIPE TO AVOID NEW AND EXISTING TREES AND LARGE SHRUBS.
- ALL WIRING FROM THE IRRIGATION CONTROLLER TO THE REMOTE CONTROL VALVES SHALL BE UF-14/1 DIRECT BURIAL CABLE. ALL WIRE SPLICES SHALL BE MADE IN VALVE BOXES ONLY USING RAINBIRD SNAP-TITE CONNECTORS AND SEALANT.
- UNLESS OTHERWISE INDICATED, PIPE TO A SINGLE SPRAY HEAD SHALL BE 1/2" PVC CL-315 PIPING.
- ALL MAINLINE PIPING SHALL BE BURIED TO HAVE A MINIMUM COVER OF 18 INCHES. ALL LATERAL PIPING DOWNSTREAM OF THE MAINLINE SHALL BE BURIED TO HAVE A MINIMUM COVER OF 12 INCHES.
- THE IRRIGATION CONTRACTOR SHALL COORDINATE WITH THE OWNER OR ARCHITECT ON THE EXACT LOCATION OF THE IRRIGATION CONTROLLER.
- THE IRRIGATION CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS SHOWN ON THE PLANS AT THE SITE PRIOR TO COMMENCEMENT OF WORK UNDER THIS CONTRACT.
- ALL IRRIGATION INSTALLATION SHALL CONFORM TO LOCAL CODES AND REGULATIONS.
- ALL PIPING ON THE PLANS IS DIAGRAMMATICALLY ROUTED FOR CLARITY AND SHALL BE ROUTED TO AVOID NEW AND EXISTING PLANTS. DESIGN MODIFICATIONS SHALL ONLY BE MADE AS NECESSARY TO MEET FIELD CONDITIONS AND ONLY UPON APPROVAL OF THE LANDSCAPE ARCHITECT.
- THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ADJUSTMENT OF THE SPRINKLERS ARC AND RADIUS TO ASSURE 100 PERCENT COVERAGE.
- 115 VOLT, SINGLE PHASE ELECTRICAL POWER IS REQUIRED TO OPERATE THE IRRIGATION CONTROLLER. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF THE POWER WITH THE OWNER OR OWNER'S REPRESENTATIVE. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO SEE THAT THE CONTROLLER IS WIRED IN ACCORDANCE WITH ALL ELECTRICAL CODES BY A LICENSED ELECTRICIAN. ALL MATERIALS NECESSARY TO WIRE THE CONTROLLER SHALL BE FURNISHED BY THE IRRIGATION CONTRACTOR.
- THE IRRIGATION CONTRACTOR SHALL CHOOSE THE APPROPRIATE NOZZLES TO PROVIDE MAXIMUM COVERAGE.
- ALL LANDSCAPE IRRIGATION SYSTEMS SHALL BE LOW-VOLUME IRRIGATION SYSTEMS. A LOW-VOLUME IRRIGATION SYSTEM IS DESIGNED TO PROVIDE NO MORE THAN THE MINIMUM AMOUNT OF WATER REQUIRED BY ANY SPECIFIC LANDSCAPE MATERIAL TO ENSURE SURVIVAL OF THAT MATERIAL. SUCH A SYSTEM UTILIZES A COMBINATION OF SPRINKLER MECHANISMS AND ZONES TO ACCOMMODATE THE INDIVIDUAL IRRIGATION REQUIREMENTS OF EACH TYPE OF LANDSCAPE MATERIAL, INCLUDING TREES, SHRUBS, ORNAMENTALS AND TURF AREAS.
- ALL UNDERGROUND IRRIGATION SYSTEMS SHALL BE REGULATED BY AN AUTOMATIC TIMER OR CONTROLLER.
- THE DESIGN OF THE IRRIGATION SYSTEM SHALL INCLUDE SPRINKLER HEADS AND DEVICES APPROPRIATE FOR THE LANDSCAPE MATERIALS TO BE IRRIGATED.
- LOW TRAJECTORY HEADS OR LOW-VOLUME WATER DISTRIBUTING DEVICES SHALL BE USED TO IRRIGATE CONFINED AREAS IN ORDER TO PREVENT OVERSPRAY ONTO IMPERVIOUS AREAS.
- IRRIGATION SYSTEMS SHALL BE DESIGNED TO PLACE HIGH WATER DEMAND AREAS, SUCH AS LAWNS, ON SEPARATE ZONES FROM THOSE AREAS WITH REDUCED WATER REQUIREMENTS.
- AUTOMATICALLY CONTROLLED IRRIGATION SYSTEMS SHALL BE OPERATED BY AN IRRIGATION CONTROLLER THAT IS CAPABLE OF IRRIGATING HIGH REQUIREMENT AREAS.

IRRIGATION ZONE LEGEND

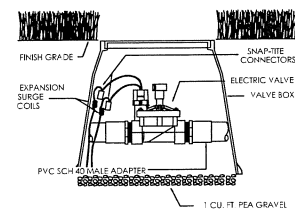
ZONE #	DESCRIPTION/USAGE
1	BUBBLER ZONE (TREES) WITH 5F-B NOZZLES / 12 GPM
2	SPRAY ZONE (SHRUBS) WITH 15-SST NOZZLES / 13.3 GPM
3	SPRAY ZONE (SHRUBS) WITH 15-SST NOZZLES / 12.1 GPM
4	SPRAY ZONE (SHRUBS) WITH 15-SST NOZZLES / 23 GPM
5	BUBBLER ZONE (TREES) WITH 5F-B NOZZLES / 12 GPM

IRRIGATION RISERS ARE NOT ALLOWED

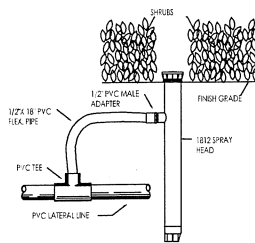
IRRIGATION DETAILS



RAINBIRD WALL MOUNT IRRIGATION CONTROLLER



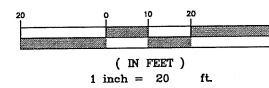
RAINBIRD MODEL PGA SERIES ELECTRIC VALVE



RAINBIRD MODEL 1812 - 12" POP-UP SPRAY HEAD



GRAPHIC SCALE



IRRIGATION 67 AN

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE

REG. NO.

DATE



SCHWEIZER
BO JACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 48383 • MIAMI, FLORIDA 33147 • PH: (407) 361-1423
LICENSE NO. LC76000487 • DESIGN@SCHWEIZERBOJACK.COM

JOHN'S CORNER
41 E. MICHAEL GLADDEN BLVD., CITY OF APOKA, FL

8/14/17

6/29/17

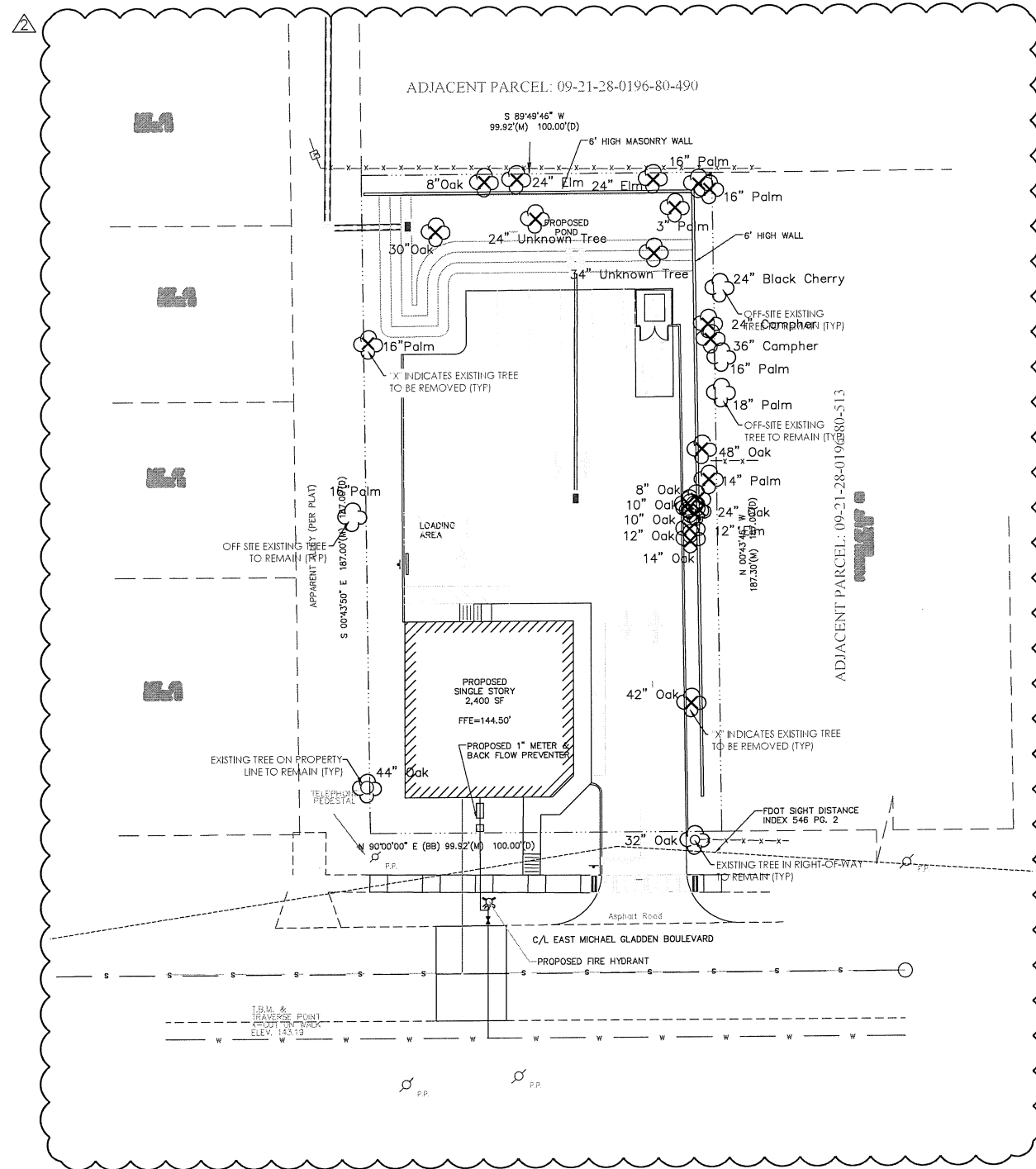
1/17/17

DRAWN BY: YB

SHEET NUMBER

L-2

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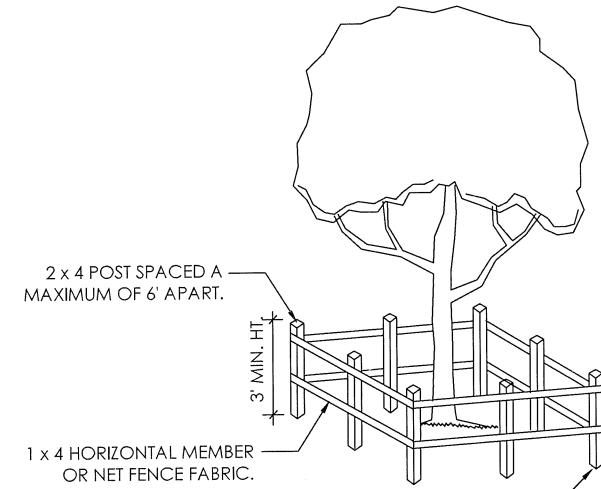


TREE PROTECTION NOTES

All protected tree shall have the trunk and roots protected by protective barriers erected prior to development activity in accordance with the following:

1. Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least four feet high. Ideally such barriers will form a protection zone described by the drip line.
2. Signs or other markings shall be placed on all sides of the protective barrier to designate the protected area.
3. Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
4. Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
5. No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR STAND OF TREES, WHICHEVER IS GREATER. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

TREE REMOVAL

- (2) 8" OAK
- (2) 10" OAK
- (1) 12" OAK
- (1) 12" ELM
- (1) 14" OAK
- (1) 24" OAK
- (2) 24" ELM
- (1) 30" OAK
- (1) 42" OAK
- (1) 48" OAK

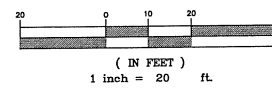
TOTAL EXISTING TREES TO BE REMOVED: 13 TREES (266")
 SPECIMEN TREES (≥24" DBH) REMOVED: 6 TREES (192")
 PROTECTED TREES (<24" DBH) REMOVED: 7 TREES (74")
 (NOTE: PALMS, CAMPHOR TREES, UNKNOWN/EXOTIC TREES & TREES UNDER 6" DBH NOT INCLUDED)

TREE PRESERVATION

- (1) 44" OAK

TOTAL EXISTING TREES TO BE PRESERVED: 1 TREE (44")
 SPECIMEN TREES (≥24" DBH) PRESERVED: 1 TREES (44")
 PROTECTED TREES (<24" DBH) REMOVED: 0 TREES (0")
 (NOTE: PALMS, CAMPHOR TREES, UNKNOWN/EXOTIC TREES & TREES UNDER 6" DBH NOT INCLUDED)

GRAPHIC SCALE



TREE REQUIREMENT (MAX. TREE STOCK CALCULATION)

TOTAL SITE AREA: 18,699 SQ. FT. (0.43 ACRES)
 TREES REQUIRED: 2.3 TREES (1 TREE/8,000 SQ. FT.)
 TREES PROVIDED: 17 TREES (1 EXISTING TREE + PROPOSED BUFFER TREES)

TREE CALCULATIONS (MAX. REPLACEMENT CALCULATION)

SPECIMEN:

TOTAL SITE AREA: 18,699 SQ. FT.
 LESS 6,000 SQ. FT.: 12,699 SQ. FT.
 DIVIDED BY 1,000: 12.69 TREES
 TIMES 5" DBH: 63.45 INCHES
 PLUS 30 INCHES: 94 INCHES MAX. SPECIMEN REPLACEMENT

NON-SPECIMEN:

TOTAL SITE AREA: 18,699 SQ. FT.
 LESS 6,000 SQ. FT.: 12,699 SQ. FT.
 DIVIDED BY 1,000: 12.69 TREES
 TIMES 3.5" DBH: 44.45 INCHES
 PLUS 21 INCHES: 66 INCHES MAX. NON-SPECIMEN REPLACEMENT

TOTAL MAX. REPLACEMENT REQUIRED: 160"

TREE REPLACEMENT (PROPOSED TREES)

4 BALD CYPRESS @ 3.5" DBH = 14"
 9 RED MAPLES @ 2.5" DBH = 22.5"
 3 CRAPE MYRTLES @ 2.5" DBH = 7.5"
 TOTAL PROPOSED TREES TO BE PLANTED: 16 TREES (44")

REMAINING INCHES TO BE MITIGATED: 116"
 (160" REQUIRED - 44" PROPOSED = 116")

PROPOSED TREE BANK PAYMENT (\$10/INCH): \$1,160.00

LANDSCAPE & IRRIGATION DESIGN

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SIGNATURE

REG. NO.

DATE

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH CODES AND STANDARDS LISTED IN THE SPECIFICATIONS.
2. THE DRAWINGS ARE DIAGRAMATIC AND THE OMISSION OF AN ITEM NECESSARY FOR THE PROPER FUNCTIONING OF THE SYSTEM DOES NOT RELIEVE THE CONTRACTOR FROM FURNISHING AND INSTALLING THAT ITEM.
3. NOTIFY ARCHITECT/ ENGINEER OF ANY CONFLICTS PRIOR TO PURCHASING EQUIPMENT AND PRIOR TO CUTTING OPENING.
4. PRIOR TO BID, COORDINATE ALL ELECTRICAL WORK WITH MECHANICAL WORK AND OTHER TRADES. SEE SPECIFICATIONS FOR REQUIREMENTS.
5. CONTRACTOR SHALL NOT CONCEAL ANY WORK UNTIL INSPECTED BY ELECTRICAL INSPECTOR AND/OR ARCHITECT/ENGINEER. CONTRACTOR SHALL NOTIFY A/E OF A SCHEDULED INSPECTION TIME WITHIN 72 HOURS. CONTRACTORS SHALL NOT CONCEAL WORK UNTIL APPROVED.
6. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ARCHITECT AND GENERAL CONTRACTOR ON REQUIREMENTS FOR STRUCTURAL SUPPORT AND FRAMING FOR ALL ELECTRICAL EQUIPMENT AND SYSTEMS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND VERIFYING STRUCTURAL SUPPORT AND FRAMING.
7. THE SIZE, LOCATION, WEIGHT, AND NEC ARTICLE 110/384 REQUIRED SERVICE CLEARANCES OF EQUIPMENT INSTALLED UNDER DIVISION 16 ELECTRICAL SHALL BE COORDINATED WITH ALL OTHER TRADES.
8. WHERE CROWDED LOCATIONS EXIST OR WHERE THERE IS A POSSIBILITY OF CONFLICT BETWEEN TRADES, CONTRACTOR SHALL MAKE COMPOSITE DRAWINGS SHOWING THE EXACT LOCATION OF DUCTS, CONDUIT AND EQUIPMENT. DRAWINGS SHALL BE BASED ON FIELD MEASUREMENTS AND, AFTER CONSULTATION AND AGREEMENT BETWEEN THE TRADES, SHALL BE APPROVED BY THE ARCHITECT BEFORE INSTALLATION OF THE WORK.
9. ELECTRICAL CONTRACTOR IS TO PROVIDE PULL STRINGS IN ALL EMPTY CONDUIT AND RACEWAYS WITH LABELING TAGS AT EACH END.
10. ALL RACEWAY TERMINATION'S SHALL HAVE BUSHINGS AND BE GROUNDED WHERE RACEWAY IS METAL.
11. ALL BARE METAL SURFACES SHALL BE PRIMED AND PAINTED TO PREVENT ANY RUST, INCLUDING BUT NOT LIMITED TO ANGLE FRAMING, EQUIPMENT SUPPORTS, MOUNTING HARDWARE, ETC.
12. DO NOT SCALE FROM THESE DRAWINGS. REFER TO ARCHITECTURAL PLANS FOR DIMENSIONS.
13. ALL RACEWAYS SHALL HAVE A GREEN GROUNDING CONDUCTOR.
14. ALL NEW BREAKERS IN EXISTING PANELS SHALL HAVE AN AIC RATING EQUAL TO OR GREATER THAN THE HIGHEST RATED BREAKER IN THAT PANEL.
15. CONTRACTOR SHALL FIRESTOP ALL NEW AND EXISTING ELECTRICAL PENETRATIONS IN FIRE RATED PARTITIONS (WALLS, FLOORS OR CEILINGS) WITH AN APPROVED FIRESTOP SYSTEM RATED FOR THE APPLICATION. FIRESTOP SYSTEM SHALL BE UL LISTED AND INSTALLED IN STRICT COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
16. EC SHALL FURNISH AND INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE BUILDING EXPANSION JOINTS ARE USED.
17. COORDINATE ALL MECHANICAL LOADS, VOLTAGES AND LOCATIONS WITH MECHANICAL CONTRACTOR AND MAKE NECESSARY ADJUSTMENTS WITHOUT EXTRA CHARGES.
18. EC MAY INSTALL MULTIPLE CIRCUITS INDICATED ON PANEL SCHEDULE IN A SINGLE CONDUIT. EC SHALL BE RESPONSIBLE FOR VERIFYING CONDUIT FILL AND CONDUCTOR DERATING.
19. ALL POWER AND WIRING SHALL BE CONCEALED WHERE PRACTICAL. SURFACE MOUNTED RACEWAY SHALL BE WIREMOLD (OR EQUIVALENT) METALLIC SURFACE RACEWAY. CONTRACTOR SHALL PROVIDE AND INSTALL ALL RACEWAY, BOXES, AND FITTINGS REQUIRED FOR A COMPLETE INSTALLATION. CABLING IN NON-PUBLIC AREAS MAY BE IN EMT.
20. SURGE PROTECTION SHALL BE PROVIDED ON ALL CABLES ENTERING/ EXITING BUILDINGS THAT CONNECT TO ELECTRICAL EQUIPMENT.
21. ALL SITE EXCAVATION OR TRENCHING SHALL BE DONE BY HAND. ALL CONDUITS SHALL HAVE A MINIMUM BURIAL DEPTH OF 24".
22. NO SPLICES SHALL BE PERMITTED IN UNDERGROUND/ FLUSH IN-GRADE PULL BOXES WITHOUT PRIOR WRITTEN APPROVAL BY OWNER.
23. ANY REDUCTION IN CABLE SIZE TO FIT ON LUGS IS THE RESPONSIBILITY OF THE CONTRACTOR IF CALLED FOR ON THE DRAWINGS OR NOT.
24. ALL WIRE AND CONDUIT SIZES SHOWN ARE BASED ON THE LENGTH OF THE ASSUMED ROUTING OF THE WIRE AND CONDUIT AND VOLTAGE DROP COMPLIANCE. CONTRACTOR SHALL VERIFY THE WIRE AND CONDUIT SIZE BASED ON THE ACTUAL LENGTH OF THE ROUTE AND ADJUST AS REQUIRED MEETING ALL REQUIRED VOLTAGE DROPS.
25. THE CONTRACTOR MUST CONTACT THE POWER COMPANY IMMEDIATELY AFTER FINAL DOCUMENTS HAVE BEEN SUBMITTED TO OPEN UP A WORK ORDER. CONTRACTOR SHALL PROVIDE THE POWER COMPANY ENGINEER A SET OF ELECTRICAL DRAWINGS AND A COMPLETED LOAD CALCULATION SHEET. INFORMATION SHOWN ON DRAWINGS REGARDING THE POWER COMPANY TRANSFORMER, AIC RATINGS, CT CABINETS SERVICE DISCONNECTS ETC. ARE SUBJECT TO CHANGE BASED ON THE FINAL POWER COMPANY SERVICE DESIGN. CONTRACTOR SHALL ALLOW FOR THESE POSSIBLE CHANGES AND MAKE MODIFICATIONS AS REQUIRED BY THE POWER COMPANY FINAL DESIGN.

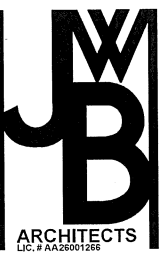
ELECTRICAL SPECIFICATIONS

SECTION 16010 – ELECTRICAL GENERAL PROVISIONS

1. ALL WORK AND EQUIPMENT SHALL BE IN COMPLIANCE WITH THE FOLLOWING CODES AND STANDARDS:
 - A. FLORIDA BUILDING CODE 2014, 5th EDITION
 - B. NFPA-70 NATIONAL ELECTRICAL CODE, 2011 EDITION
2. ALL MATERIALS SHALL BE NEW AND FREE FROM DEFECT, EXCEPT WHERE SPECIFICALLY NOTED ON THE PLANS TO BE RECONNECTED OR REUSED.
3. CONDUCT THE WORK ACCORDING TO OSHA AND NEC ARC FLASH REQUIREMENTS.
4. ALL SYSTEMS SHALL BE TESTED FOR PERFORMANCE VERIFICATION IN THE PRESENCE OF THE OWNER.

SECTION 16050 – ELECTRICAL BASIC MATERIALS AND METHODS

1. WIRE SHALL BE COPPER UNLESS NOTED OTHERWISE ON THE PLANS, HEAT AND MOISTURE RESISTANT, TYPE THWN WITH A 600 VOLT RATING.
2. PROVIDE WIRE TIES IN THE PANEL FOR THE GROUNDED AND UNGROUNDED WIRES OF MULTI-WIRE BRANCH CIRCUITS.



ARC HTEC ARCHITECTS
Lic. # AA26001288
2295 S. HIAWASSEE RD.
SUITE 304
ORLANDO, FLORIDA 32835
PH: 407.298-5020
FX: 407.298-5030

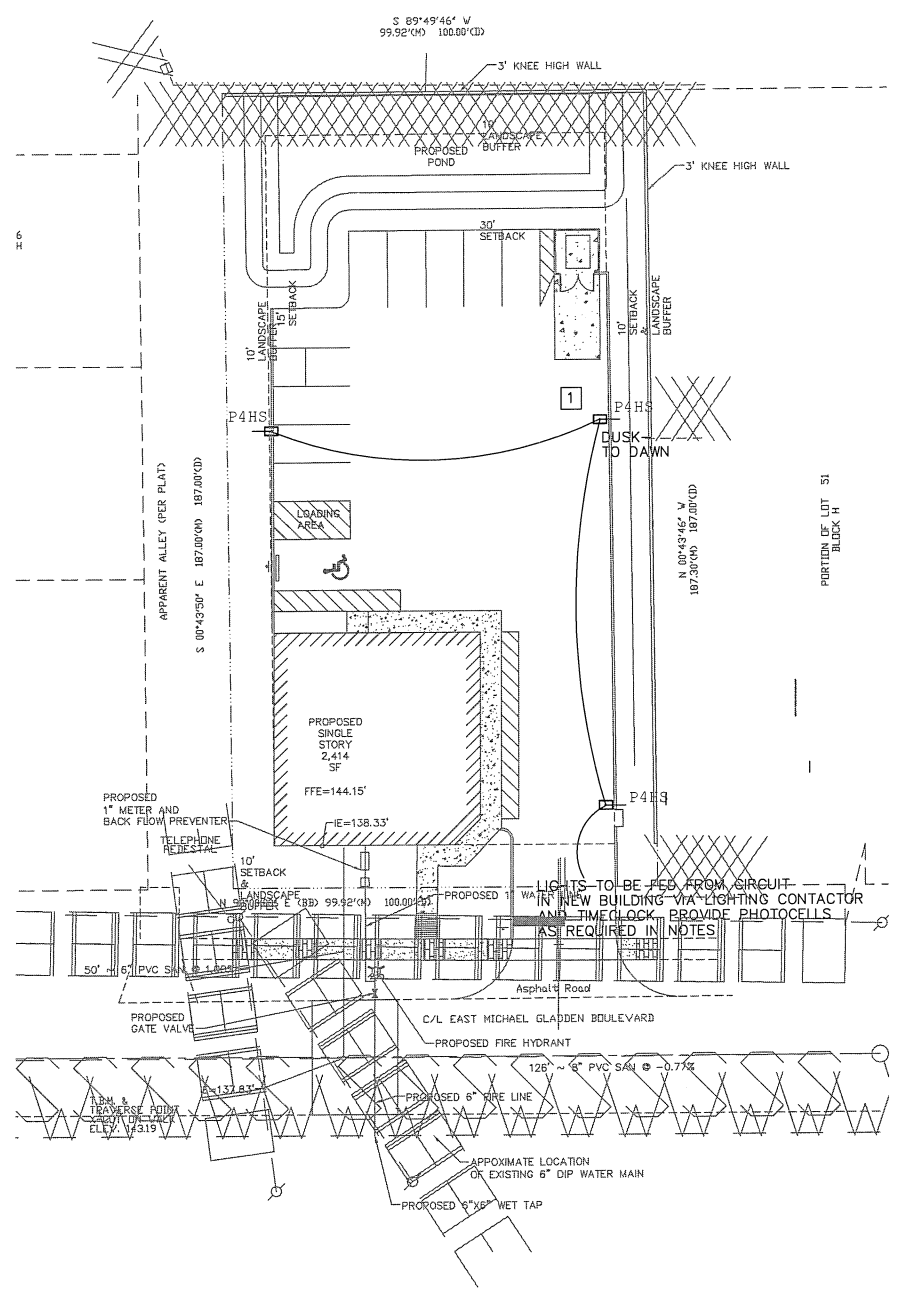
Owner
Jun Ho Kim

ELECTRICAL NOTES + SPECS

John's Corner Grocery Store
41 E. Michael C. Giddens Blvd.
Apopka, FL 32708

Architect of Record
John W. Dart - AIA/LEED

Date 07/22/17	Drawn By RR	Checked By JVB
Project No. 16-098		
Sheet No. E100		



GENERAL NOTES:

1. BASIS OF DESIGN IS A ALUMINUM DIRECT BURIAL POLE, 30' WITH MOUNTING HEIGHT OF 25'.
2. FIXTURES COLOR SHALL BE SELECTED BY ARCHITECT.
3. FIXTURES SHALL BE 120V, SINGLE PHASE.
4. WIRE SIZES SHOWN ARE FOR COPPER WIRE. VOLTAGE DROP HAS BEEN CALCULATED TO MEET NEC REQUIREMENTS OF 3% FOR BRANCH CIRCUITS BASED ON AN ASSUMED ROUTE. CONTRACTOR SHALL RECALCULATE THE VOLTAGE DROP BASED ON ACTUAL ROUTING AND ADJUST WIRE AND CONDUIT SIZES AS REQUIRED.
5. ALL FIXTURES MUST BE FULL CUTOFF. PROVIDE CUT OFF SHIELDS AS REQUIRED.

KEY NOTE:

1. THIS FIXTURE IS TO REMAIN ON FROM DUSK UNTIL DAWN. FIXTURES NOT LABELED DUSK-TO-DAWN WILL SHUT OFF COMPLETELY AT THE CLOSE OF BUSINESS. THIS WILL PROVIDE THE 50% REDUCTION OF NORMAL ILLUMINATION LEVELS AS REQUIRED BY CODE.

LIGHTING CONTROL NOTES:

1. CONTRACTOR SHALL PROVIDE AND CONNECT PHOTOCELLS, LIGHTING CONTACTORS AND TIMECLOCKS REQUIRED TO DO THE FOLLOWING:
 - ALL FIXTURES TO TURN ON AT DUSK
 - WITHIN AN HOUR OF THE CLOSE OF BUSINESS, HALF OF THE LIGHTS ARE TO BE SHUT OFF WITH ONLY THOSE LABELED "DUSK-TO-DAWN" REMAINING ON UNTIL DAYLIGHT
 - AT DAYLIGHT, ALL FIXTURES SHALL TURN OFF



1 SITE LIGHTING PLAN
 E200 SCALE: 1" = 20'



Owner
 Jun Ho Kim

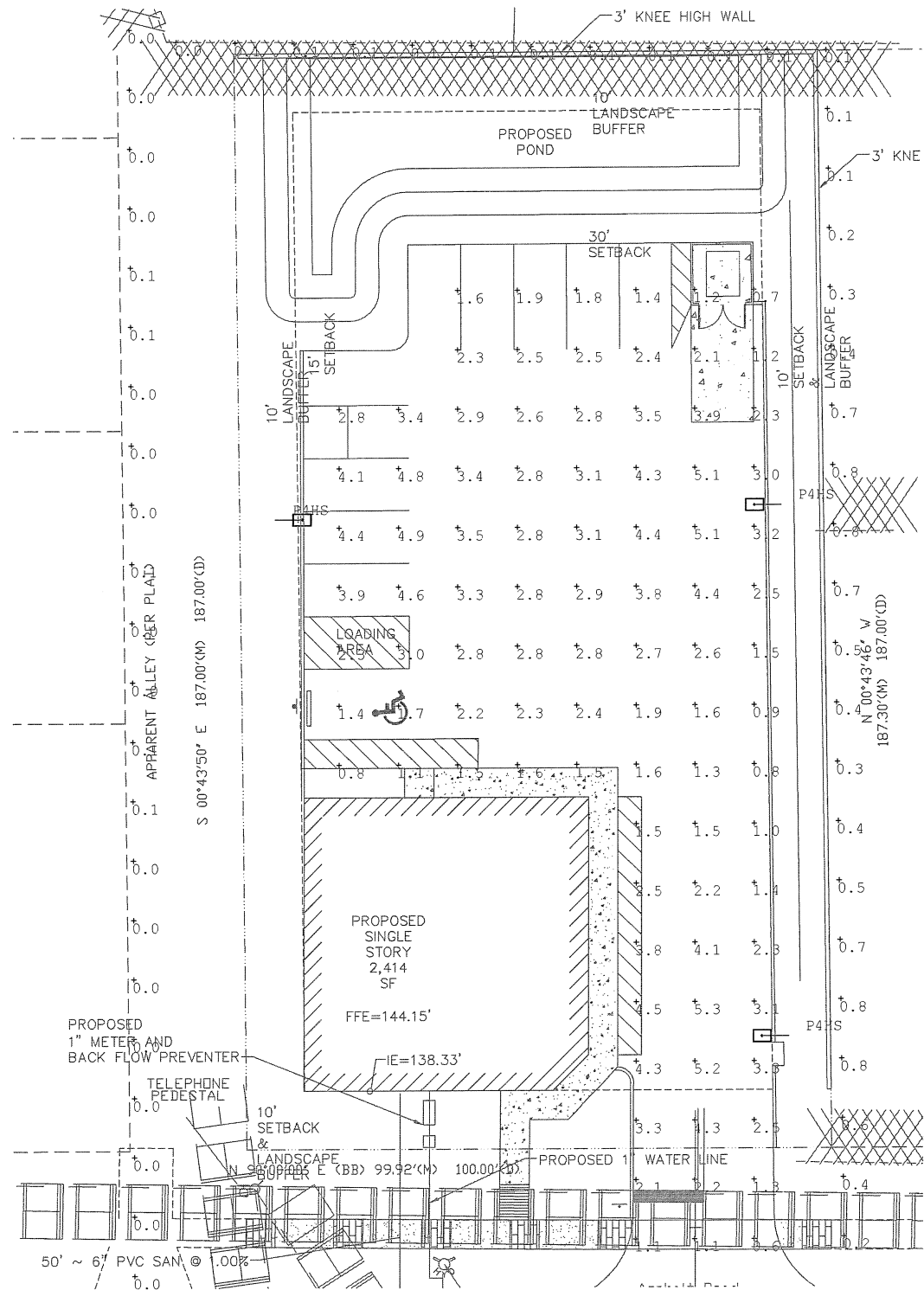
SITE LIGHTING PLAN
 John's Corner Grocery Store
 41 E. Michael Gladden Blvd.
 Apopka, FL 32708

Architect of Record
 John W. Burt - AF05883

Date	Drawn By	Checked By
07/22/17	RR	JWB

Project No.
 16-096

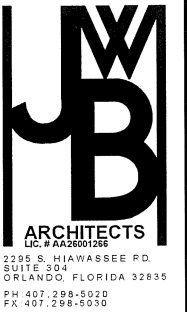
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E200



Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Property Line	Illuminance	Fc	0.22	0.8	0.0	N.A.	N.A.
Site Lighting	Illuminance	Fc	2.67	5.3	0.6	4.45	8.83

Luminaire Schedule								Lum. Watts	Arr. Watts	Total Watts
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description				
□	3	P4HS	SINGLE	13495	0.900	ASL-A-24L-4K-210-4-EHS-DB - General Structures CPA-4-6018-25-EMB	169	169	507	

Please contact Glenn Krohn at WFLO for quotation assistance.
 glennk@wflorlando.com 407-310-2579



Owner
 Jun Ho Kim

SITE LIGHTING PHOTOMETRIC PLAN

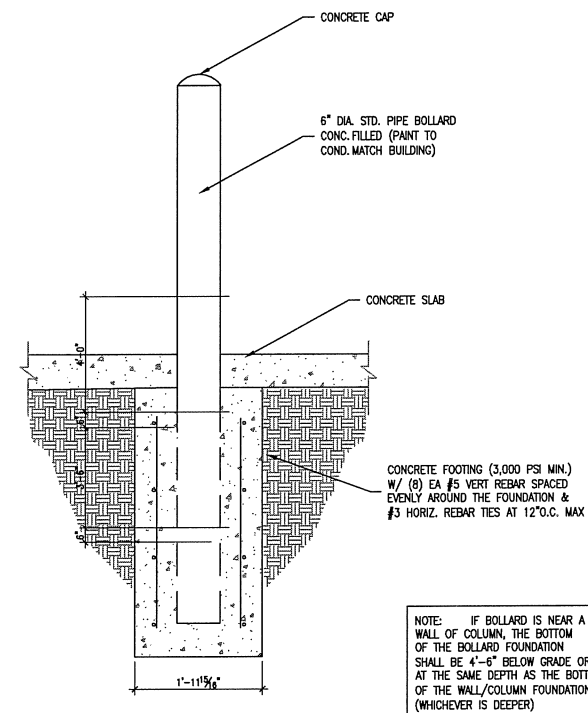
John's Corner Grocery Store
 41 E. Michael Glendon Blvd.
 Apopka, FL 32703

Architect of Record
 John W. Durr - AFS0065

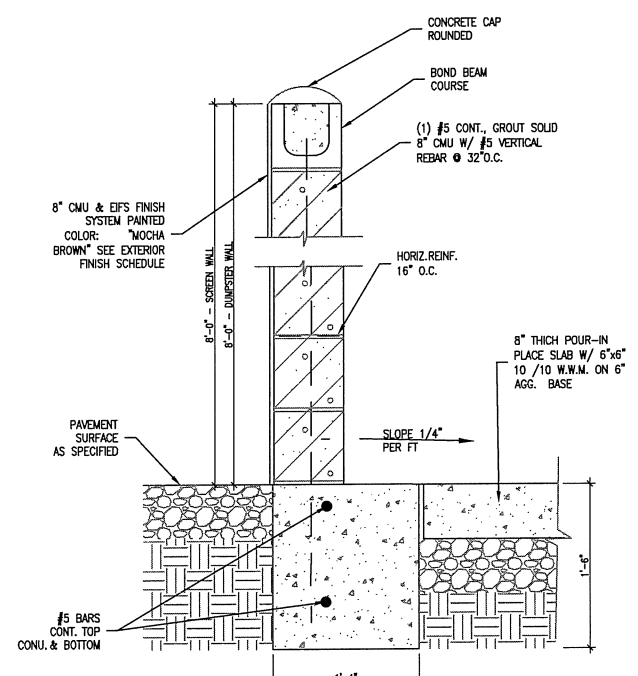
Date	Drawn By	Checked By
07/22/17	RR	JWB

Project No.
 16-006

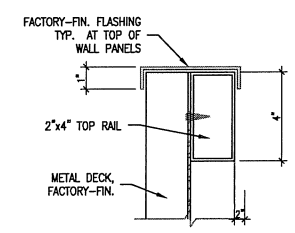
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E300



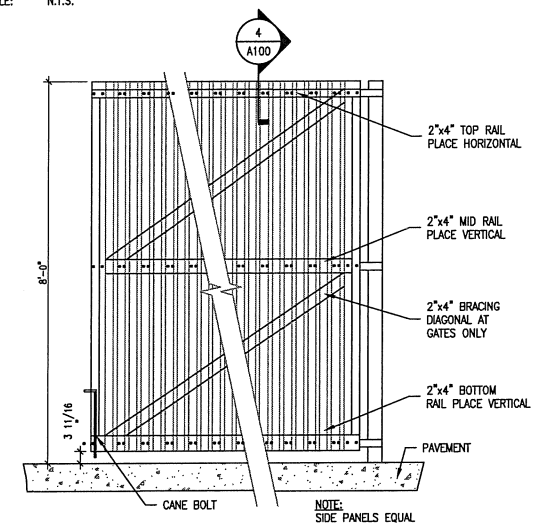
2 BOLLARD DETAIL
SCALE: N.T.S.



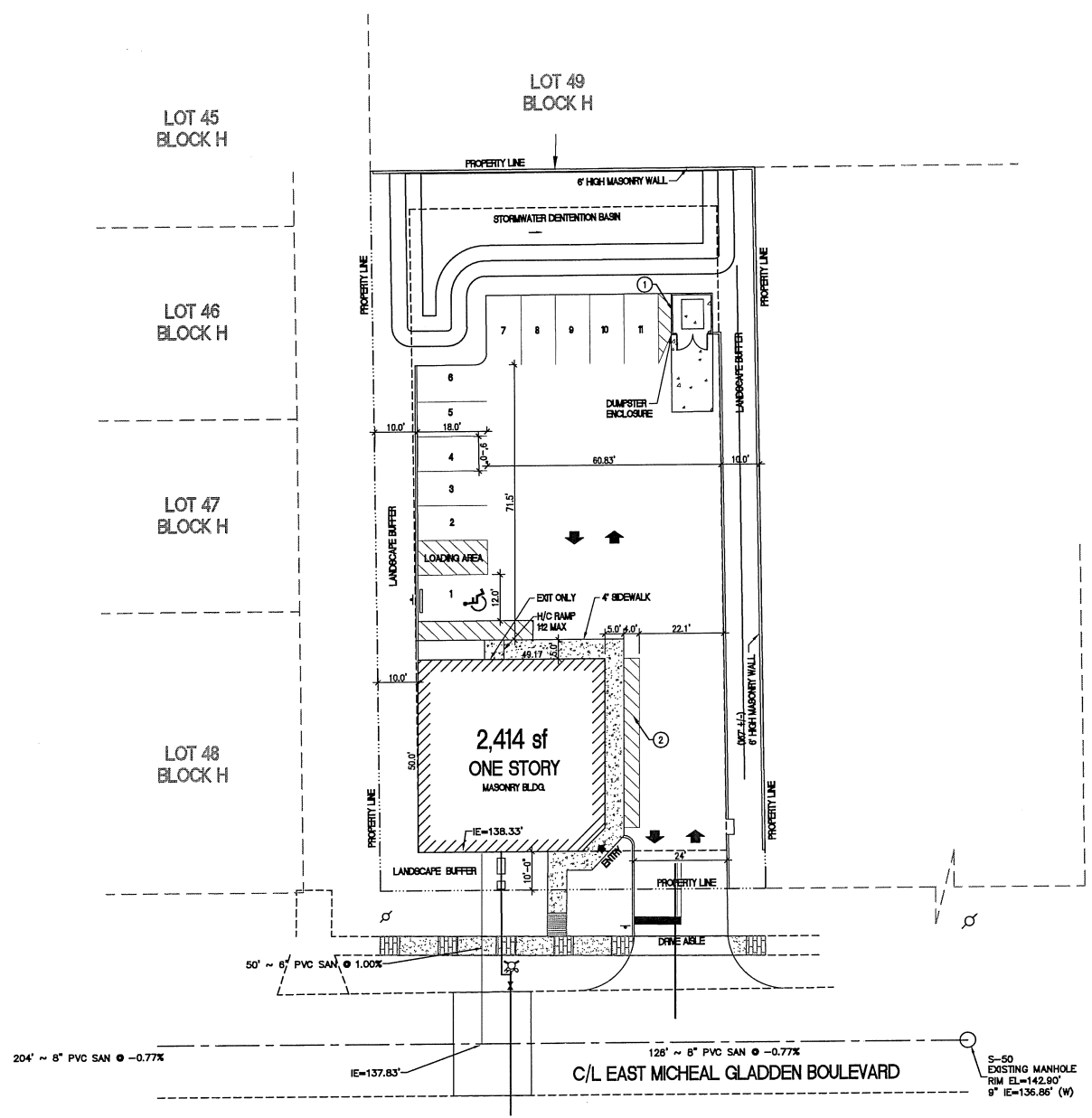
3 DUMPSTER AND SCREEN WALL SECTION
SCALE: N.T.S.



4 GATE FLASHING DETAIL
SCALE: N.T.S.



6 DUMPSTER ENCLOSURE GATE ELEVATION
SCALE: N.T.S.



73 ARCHITECTURAL SITE PLAN
SCALE: 1" = 20'

LEGEND:
① DRAIN

SITE PLAN NOTES:
① DUMPSTER ENCLOSURE WALL TO MATCH BRICK USED ON BUILDING
② PROPOSED FIRE LANE

MWB
ARCHITECTS
LIC. # AR3001286
2395 S. HIAWASSEE RD.
SUITE 304
ORLANDO, FLORIDA 32835
PH: 407.298.5030
FX: 407.298.5030

Owner:
Jun Ho Kim

ARCHITECTURAL SITE PLAN
John's Corner Grocery Store
41 E. Michael Gladden Blvd.
Apopka, FL 32703

Architect of Record
John W. Bart - Architects

Date:	Drawn By:	Checked By:
07/22/17	RR	JWB
Project No.:	16-096	
Sheet No.:	A100	





2296 S HIAWASSEE RD
SUITE 304
ORLANDO, FLORIDA 32835
PH: 407.298-5025
FX: 407.298-0330

Owner:
Jun Ho Kim

PROPOSED ELEVATIONS
John's Corner Grocery Store
41 E. Michael Gladden Blvd.
Apopka, FL 32703

Architect of Record
John W. Burt - AR9030

Date: 07/22/17
Drawn By: RR
Checked By: JWB

Project No.
16-099

Sheet No.
A301

KEYNOTES

DIVISION 1 - GENERAL REQUIREMENTS

1.1 THESE GENERAL KEYNOTES ARE ORGANIZED BASE UPON 16 DIVISIONS SET UP BY THE CONSTRUCTION SPECIFICATIONS INSTITUTE.

DIVISION 2 - SITEWORK

2.01 FINISH GRADE
2.02 TREATED COMPACTED FILL
2.03 CONCRETE WALKWAY, SLOPE 1/4"=1'-0" AWAY FROM BUILDING
2.04 1/2" EXPANSION JOINT

DIVISION 3 - CONCRETE

3.01 CONCRETE SLAB
3.02 CONCRETE FOOTING
3.03 #4 HORIZONTAL REBAR @ 2'-0" O.C.
3.04 (2) #4 CONT. HORIZ. REBAR
3.05 #5 VERT. REBAR @ 2'-0" O.C.
3.06 #5 VERT. REBAR @ 8'-0" O.C., MIN 48" LAP SPLICE
3.07 10x10 WWF HOLD MESH 1-1/2" ABOVE GROUND
3.08 1/2"x8" ANCHOR BOLT
3.09 C.I.P. CONCRETE BEAM, SEE BEAM SCHEDULE FOR DESIGN.

DIVISION 4 - MASONRY

4.01 8X8X16 NORMAL WEIGHT C.M.U.
4.02 8X8X16 NORMAL WEIGHT C.M.U. BOND BEAM W/ (2) #5 CONT.
4.03 EXTRUDED PRECAST CONCRETE LINTEL
4.04 EXTRUDED PRECAST CONCRETE LINTEL
4.05 8X8X16 NORMAL WEIGHT C.M.U. BOND BEAM W/ (2) #5 CONT.
4.06 ADJUST HEIGHT TO MATCH BEARING HEIGHT
4.07 HORIZONTAL JOINT REINFORCEMENT @ 16" O.C. VERTICALLY.
4.08 8 X 90 DEG. STANDARD ACI HOOK
4.09 SPLIT FACE TEXTURED BLOCK
4.09 SMOOTH FACE BLOCK, SCORED JOINTS

DIVISION 5 - METALS AND FASTENERS

5.01 STEEL REINFORCING/BRACING
5.02 2"x2" CHANNEL, HOT DIPPED GALVANIZED, PAINTED.
5.03 6" C" CHANNEL, HOT DIPPED GALVANIZED, PAINTED.
5.04 W12X45 WIDE FLANGE BEAM, HOT DIPPED GALVANIZED, PAINTED.
5.05 (2) 5/8" X 7" EXP. ANCHOR @ 2'-0" O.C. STAGGERED
5.06 1-1/2" METAL DECK
5.07 NOT USED.
5.08 NOT USED.
5.09 POWDER ACTIVATED FASTENERS @ 2'-0" O.C. STAGGERED.
5.10 2" SHEET METAL SCREWS @ 2'-0" O.C. STAGGERED.
5.11 CONTINUOUS 3"x6" STEEL CHANNEL.

DIVISION 6 - WOOD AND PLASTICS

6.01 PRESSURE TREATED WOOD BLOCKING.
6.02 WOOD SHIMS
6.03 5/8" CDX PLYWOOD SHEATHING.
6.04 WOOD BLOCKING
6.05 3/4" HIGH HATS
6.07 PRESSURE TREATED 2X BLOCKING
6.08 5/8" DENSGLASS SHEATHING, TAPED AND SEALED.
6.09 PRE-ENGINEERED WOOD ROOF TRUSS SYSTEM. SEE TRUSS PLAN.
6.10 STAINED/SEALED NOM 6X6 WOOD COLUMN
6.11 STAINED/SEALED NOM 2X12 WOOD BEAM
6.12 STAINED/SEALED NOM 2X12 WOOD TRELIS JOISTS @16" O.C.
6.13 STAINED/SEALED NOM 2X4 WOOD TOP TRIM.
6.14 (2) 2X6 TREATED WOOD LEDGER BOARD.
6.15 (2) 5/8" X 7" EXP. ANCHOR @ 3'-0" O.C. STAGGERED
NOM. 2X6 STUD FRAMING @16" O.C.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

7.01 R-30 MIN. INSULATION BOARD.
7.02 R-19 MIN. INSULATION
7.03 ROCK WOOL SOUND BATS.
7.04 1-1/2" R-11 MIN. FOIL FACED RIGID INSULATION BOARD.
7.05 6 MIL POLYETHYLENE VAPOR BARRIER.
7.06 SEALANT
7.07 BACKER ROD
7.08 (PPS) PRECOMPRESSED FOAM SEALANT
7.09 3.1" ROOF INSULATION BOARD
7.10 TPO ROOFING SYSTEM
7.11 TAPERED INSULATION TO PROVIDE POSITIVE DRAINAGE
7.12 ROOFING CAULK
7.13 24 PREFINISHED ALUMINUM BREAKMETAL FASCIA
7.14 24 PREFINISHED ALUMINUM BREAKMETAL COPING WITH CONTINUOUS HOLD DOWN CLIPS
7.15 2 PIECE COUNTER FLASHING
7.16 ROLL APPLIED PERMA-BARRIER, OVER ENTIRE CMU EXTERIOR SURFACE.
7.17 ICE AND WATER SHIELD
7.18 PREFINISHED METAL COPING
7.19 NOT USED.
7.20 ASPHALT PAPER UNDERLAYMENT
7.21 24 PREFINISHED ALUMINUM BREAKMETAL FLASHING
7.22 1 1/2" FOIL FACED INSULATION BOARD, TAPED JTS. INSTALL FOIL FACE TOWARD EXTERIOR

DIVISION 8 - DOORS AND WINDOWS

8.01 PREHUNG H.M. DOOR W/ FRAME
8.02 NOT USED
8.03 WEATHERSTRIPPING
8.04 ALUMINUM THRESHOLD
8.05 CLEAR ANODIZED ALUMINUM PREFAB WINDOW.
8.06 ALUMINUM STOREFRONT FRAME
8.07 GLAZING, SEE ELEVATIONS FOR TYPE AND GLAZING SCHEDULE.
8.08 4" X 8" TALL STOREFRONT FRAME
8.09 STOREFRONT SILL WATER DAM
8.10 24 ALUMINUM BREAKMETAL FASCIA, MATCH STOREFRONT FINISH
8.11 CLEAR ANODIZED ALUMINUM STOREFRONT DOOR, MEDIUM STYLE.
8.12 CLEAR ANODIZED ALUMINUM SLIDING GLASS DOOR.

DIVISION 9 - FINISHES

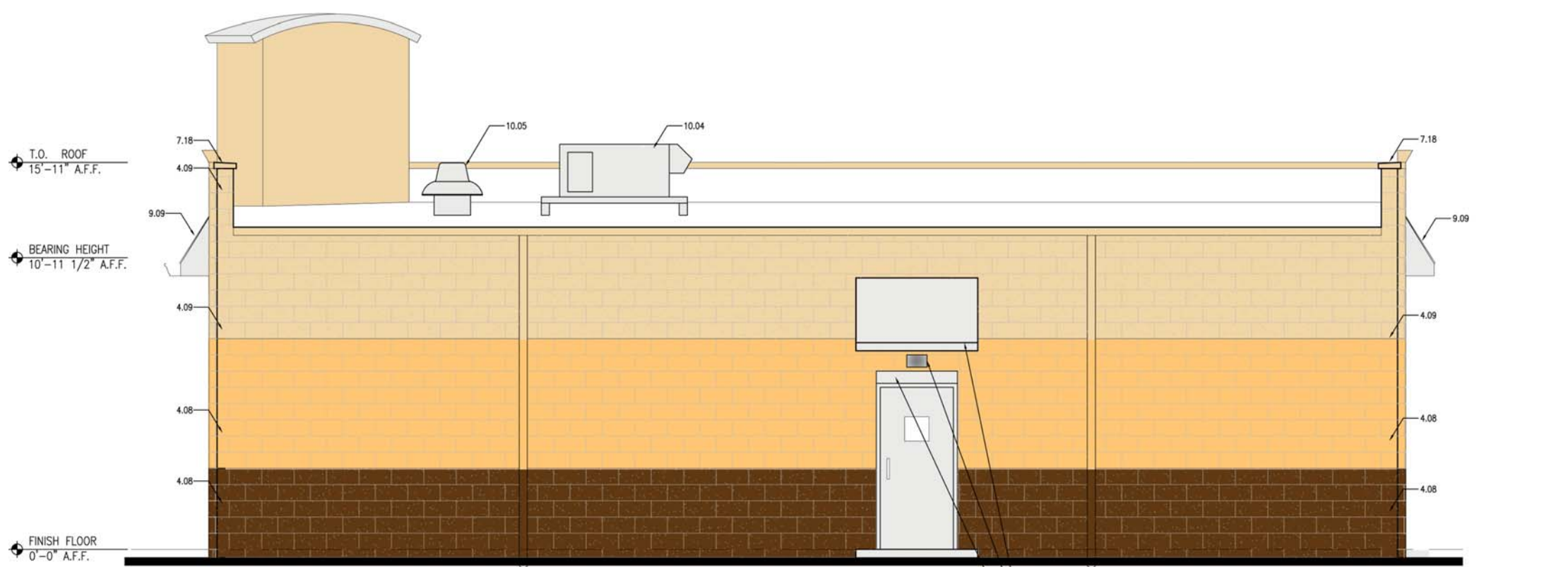
9.01 1/2" GYPSUM WALL BOARD, (GREEN BOARD IN WET AREAS).
9.02 PAINT TO MATCH BUILDING
9.03 2 1/2" 25 GAUGE METAL STUDS @ 2'-0" O.C.
9.04 3 1/2" 25 GAUGE METAL STUDS @ 2'-0" O.C.
9.05 5 1/2" 25 GAUGE METAL STUDS @ 2'-0" O.C.
9.06 BUILT-UP METAL STUD HEADER
9.07 5/8" GYPSUM WALL BOARD, (GREEN BOARD IN WET AREAS)
9.08 5/8" TYPE X GYPSUM WALL BOARD.
9.09 STANDING SEAM METAL ROOF
9.10 SUSPENDED ACOUSTICAL CEILING.
9.11 CONTROL JOINT
9.12 STUCCO FINISH SYSTEM OVER LATHIE
9.13 PRE-MIXED STUCCO EDGE W/ DRIP
9.14 MIN 5/8" STUCCO SYSTEM OVER C.M.U., 7/8" OVER SHEATHING
9.15 1" STUCCO RAISED PROFILE
9.16 1" DEEP X 2" TALL RECESSED STUCCO REVEAL

DIVISION 10 - EQUIPMENT

10.01 CLEAR ANODIZED ALUMINUM SIGNAGE
10.02 LIGHTING FIXTURE, SEE ELECTRICAL
10.03 CANVAS AWNING
10.04 ROOF TOP UNIT, SEE MECHANICAL DRAWING.
10.05 EXHAUST FAN, SEE MECHANICAL DRAWING.
10.06 STEEL LADDER TO ROOF
10.07 OPERABLE SECURITY DOOR
10.08 ALUMINUM SIGNAGE FRAMED WITH BLACK OUT ACRYLIC GLAZING



1 SOUTH ELEVATION
A301 SCALE: 3/8" = 1'-0"



2 NORTH ELEVATION
A301 SCALE: 3/8" = 1'-0"



2295 S. HIAWASSEE RD.
SUITE 304
ORLANDO, FLORIDA 32835
PH: 407.298.5020
FX: 407.298.5030

Owner:
Jun Ho Kim

PROPOSED ELEVATIONS
John's Corner Grocery Store
41 E. Michael Gladden Blvd.
Apopka, FL 32703

Architect of Record
John W. Burt - AF00363

Revisions

Date: 07/22/17
Drawn By: RR
Checked By: JWB

Project No.
16-096

Sheet No.

A302

KEYNOTES

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DIVISION 5 - METALS AND FASTENERS

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- 6.10 STAINED/SEALED NOM 2X12 WOOD BEAM
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- 7.10 TPO ROOFING SYSTEM
- 7.11 TAPERED INSULATION TO PROVIDE POSITIVE DRAINAGE
- 7.12 ROOFING CANT
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- 7.16 ROLL APPLIED PERMA-BARRIER, OVER ENTIRE CMU EXTERIOR SURFACE.
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- 7.19 NOT USED
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DIVISION 8 - DOORS AND WINDOWS

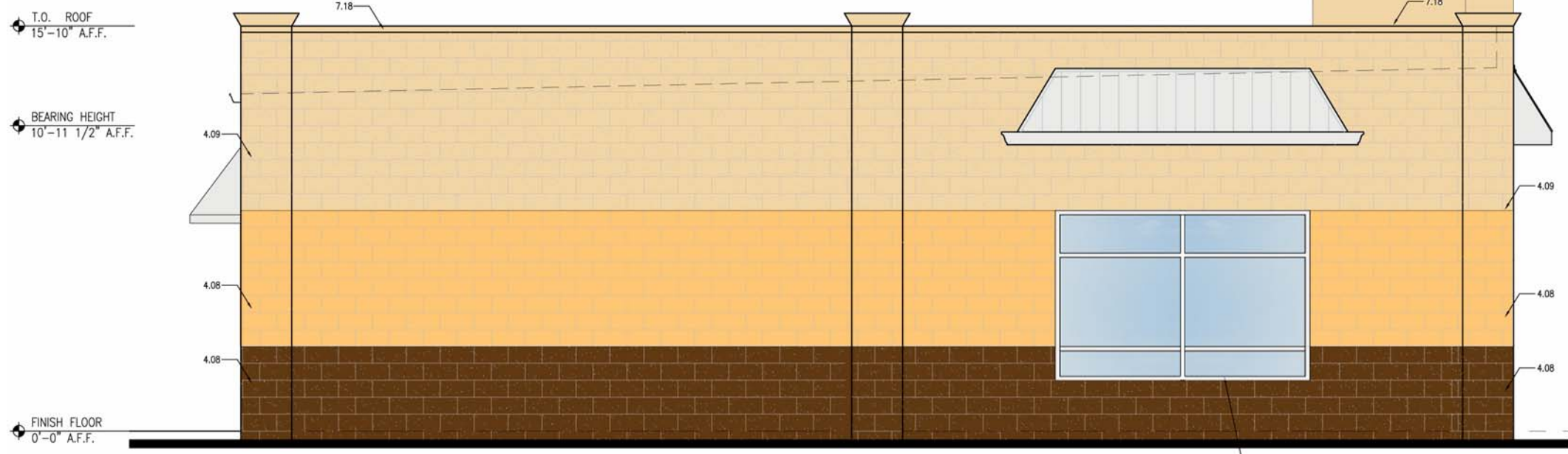
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DIVISION 9 - FINISHES

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- 9.04 3 1/2" 25 GAUGE METAL STUDS @ 2'-0" O.C.
- 9.05 3" 25 GAUGE METAL STUDS @ 2'-0" O.C.
- 9.06 BUILT-UP METAL STUD HEADER
- 9.07 5/8" GYPSUM WALL BOARD. (GREEN BOARD IN WET AREAS)
- 9.08 5/8" TYPE 'X' GYPSUM WALL BOARD.
- 9.09 STANDING SEAM METAL ROOF
- 9.10 SUSPENDED ACOUSTICAL CEILING.
- 9.11 CONTROL JOINT
- 9.12 STUCCO FINISH SYSTEM OVER LATH OVER ASPHALT IMPREGNATED PAPER PRE-MIXED STUCCO EDGE W/ DRIP
- 9.13 MIN 5/8" STUCCO SYSTEM OVER C.M.U., 7/8" OVER SHEATHING
- 9.15 1" STUCCO RAISED PROFILE
- 9.16 1" DEEP X 2" TALL RECESSED STUCCO REVEAL

DIVISION 10 - EQUIPMENT

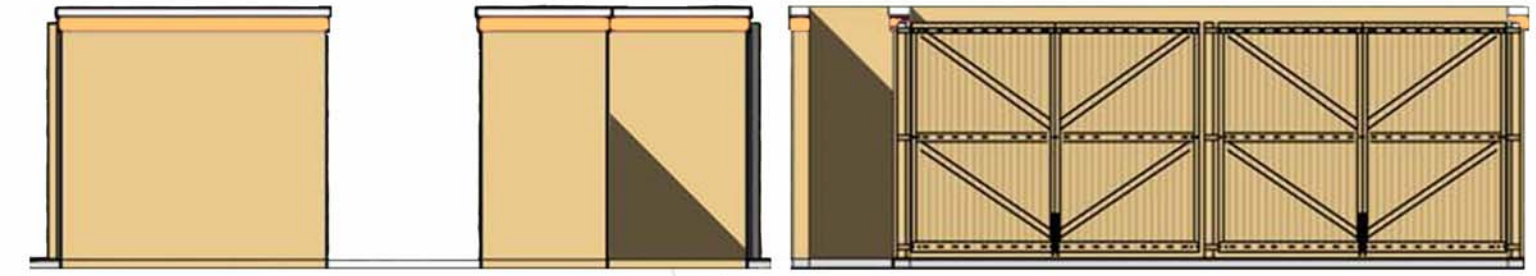
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- 10.02 LIGHTING FIXTURE, SEE ELECTRICAL
- 10.03 CANVAS AWNING
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- 10.05 EXHAUST FAN, SEE MECHANICAL DRAWING.
- 10.06 STEEL LADDER TO ROOF
- 10.07 OPERABLE SECURITY DOOR
- 10.08 ALUMINUM SIGNAGE FRAMED WITH BLACK OUT ACRYLIC GLAZING



1 WEST ELEVATION
SCALE: 3/8" = 1'-0"



2 EAST ELEVATION
SCALE: 3/8" = 1'-0"



Backup material for agenda item:

1. Ordinance No. 2602 – Second Reading – Corrective Ordinance – Kelly Park Crossing DRI-DO
Hitt
Project: Kelly Park Crossing Development of Regional Impact Development Order

James



CITY OF APOPKA CITY COUNCIL

PUBLIC HEARING
 SITE PLAN
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: November 1, 2017
FROM: Community Development
EXHIBITS: Ord. No. 2602
Exhibit A-description & Map
Exhibit B-Development
Order (DO)
Exhibit C- DO clean copy

SUBJECT: CORRECTIVE ORDINANCE FOR THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, FIRST AMENDMENT

REQUEST: FIRST READING OF ORDINANCE NO. 2602 – OF THE PROPOSED CORRECTIVE ORDINANCE TO THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT (DRI) DEVELOPMENT ORDER, FIRST AMENDMENT

SUMMARY:

OWNERS: Several property owners as identified with the DRI Application for Development Approval

APPLICANT: Rochelle Holdings, LLC – Project Orlando, LLC

LOCATION: Location identified on maps within exhibits of the Development Order (DO)

EXISTING USE: Vacant land; agriculture; single family homesteads

FUTURE LAND USE: Mixed Use Interchange (as Set Forth within Exhibit B & C of the Development Order). This amendment does not change the approved land use, development densities or intensities, or development profile.

PURPOSE: Corrective Ordinance for the following items:

- a. Name in the title blocks returned to *Project Orlando LLC*
- b. Page Numbers added to DO
- c. Item numbering corrected

ACREGE: 564 +/- acres (No change)

QUICK FIND: Pages of the Development Order where corrections are located: Ord. No. 2602 and Development Order (Exhibit B & C) title blocks; DO page 4; DO page 19 start item number corrections at #14 Affordable Housing, (23 items, not 22).

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

Last May 17, 2017 Apopka approved Ord. No. 2564 as the first amendment to the Development Order (original Ord. No. 2230).

In reviewing the Ordinance 2564, staff recognized that the Developer name *Project Orlando, LLC* had been switched between the first reading and second reading, to *Rochelle Holdings, LLC*, at the request of Jeff Welch from Rochelle Holdings, LLC. The second reading was advertised with that name, but since Rochelle Holdings, LLC is not an owner in the DRI, the change should not have been completed. Basically, *Project Orlando, LLC* should have been left in the titles.

In addition, page numbers in the Development Order (DO) were omitted and the item numbers were miss-numbered 1-22, rather than 1-23.

Ordinance No. 2602 is considered a corrective ordinance which was reviewed by the State’s Department of Economic Opportunity (DEO). The proposed changes reviewed included putting back *Project Orlando, LLC* into the titles; page numbers missing; and, the item numbers were not correct after number 14 Affordable Housing (content was correct). Advertising is consistent with Apopka’s approved process. This Ordinance No. 2602 is considered an (e)2.a. amendment pursuant to Section 380.06(19)(e)2.a, Florida Statutes.

All the remaining data and text remains the same in the Development Order.

Three things are completed with this corrective Ordinance No. 2602:

- Name in the title block is back to *Project Orlando LLC*
- Page Numbers added to DO
- Item numbering corrected.

RECOMMENDATION ACTION:

Corrective items to be approved:

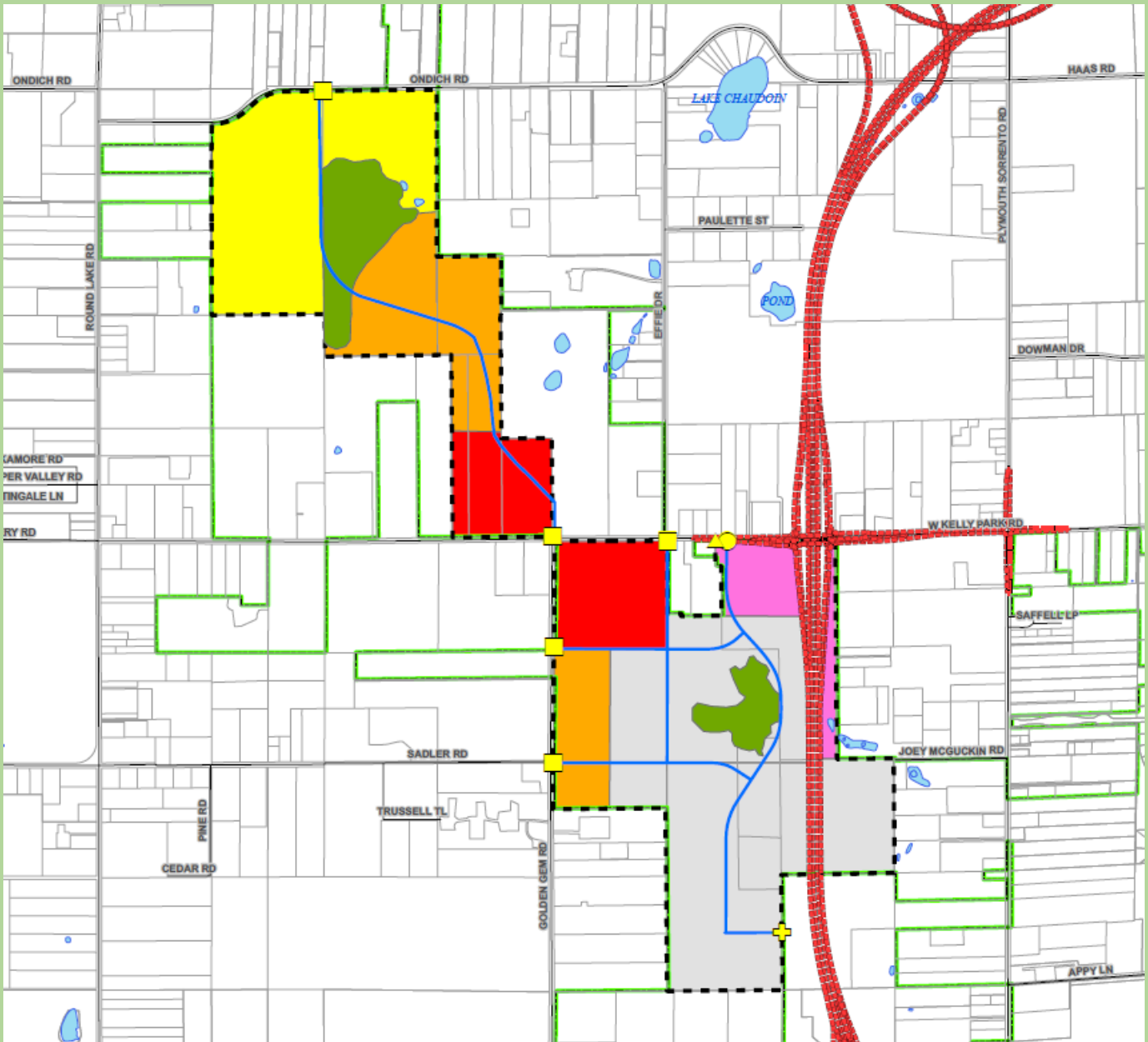
- Title blocks in Ord. 2602 and the Development Order (Exhibit B) returned to *Project Orlando, LLC*.
- Development Order – page numbers added.
- Item numbers 1-23 corrected from 1-22, starting at # 14 Affordable Housing.

The **City Council**, at its meeting on October 18, 2017, accepted the First Reading of Ordinance No. 2602, and held it over for Second Reading and Adoption on November 1, 2017.

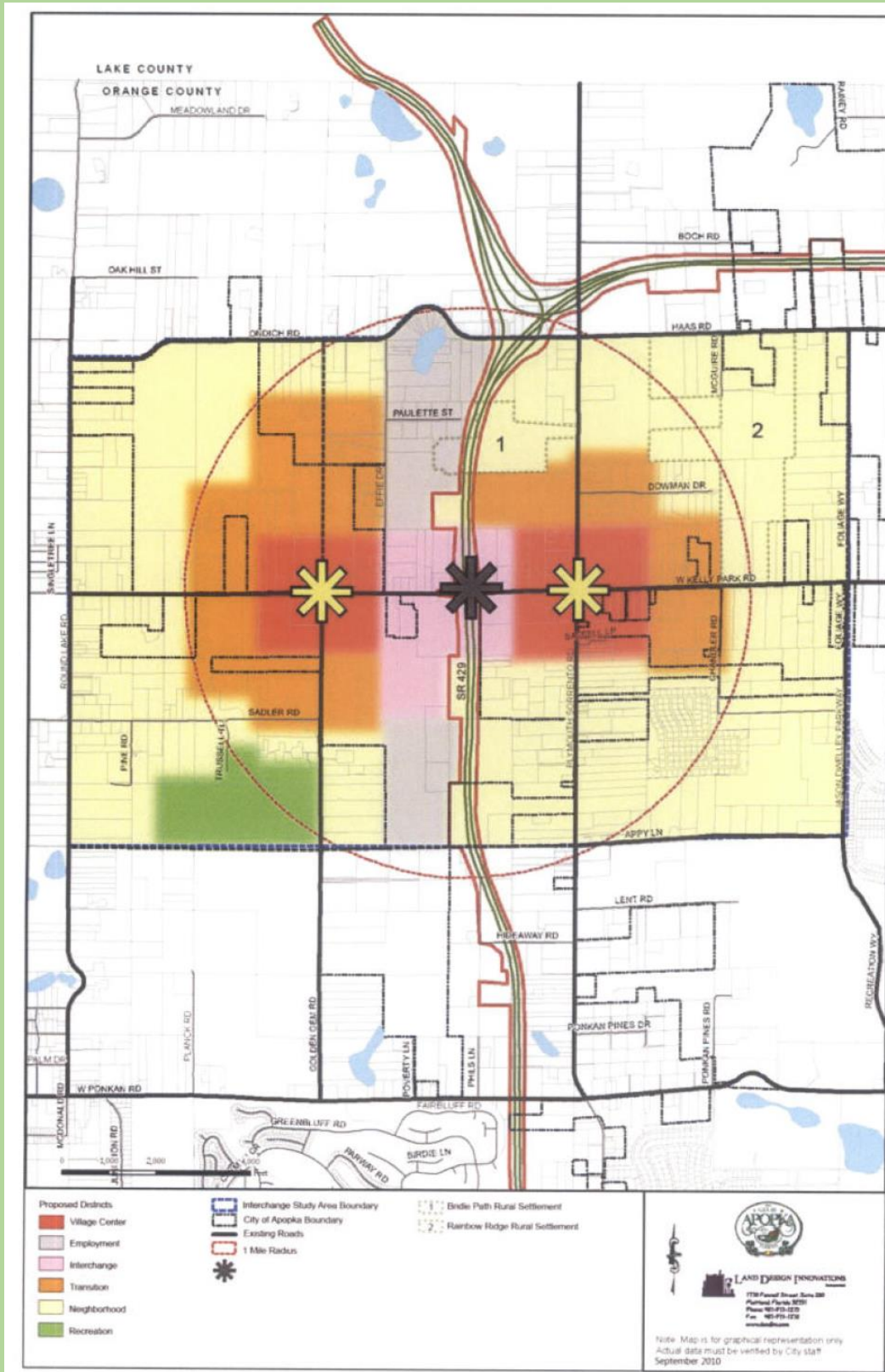
Adopt Ordinance No. 2602

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

VICINITY MAP



WEKIVA PARKWAY INTERCHANGE VISION PLAN



ORDINANCE NO. 2602

AN ORDINANCE AMENDING AND CORRECTING ORDINANCE NO. 2564; AMENDING AND CORRECTING THE FIRST AMENDMENT TO THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT DEVELOPMENT ORDER; CLARIFYING THAT PROJECT ORLANDO, LLC IS THE APPLICANT AND DEVELOPER FOR THE KELLY PARK CROSSING DEVELOPMENT OF REGIONAL IMPACT; CORRECTING ORDINANCE NO. 2564 BY REPEALING AND REPLACING SAME AND REPEALING AND REPLACING ORDINANCE NO. 2230; AND PROVIDING AN EFFECTIVE DATE.

This is a Corrective Ordinance amending and correcting Ordinance No. 2564, and the First Amendment to the Development Order for the Kelly Park Crossing Development of Regional Impact (“DRI” or “Kelly Park Crossing DRI”) adopted May 17, 2017.

WHEREAS, the original Development Order for the DRI was adopted by the City Council of the City of Apopka by Ordinance No. 2230 on December 21, 2011 (the “2011 Development Order”) concerning a mixed use project located on approximately 564 acres in the City as more particularly described on **Exhibit “A”** attached hereto (hereinafter referred to as the “DRI Property”); and

WHEREAS, Ordinance No. 2230 adopted the 2011 Development Order; and

WHEREAS, Project Orlando, LLC was and is the “Applicant” and “Developer” for the DRI (hereinafter referred to as the “Applicant/Developer”); and

WHEREAS, the Applicant/Developer is desirous of developing the Kelly Park Crossing DRI as a mixed use development consisting of office, retail, light industrial, residential, institutional, hospital, community college, hotel and as otherwise allowed through the 2011 Development Order; and

WHEREAS, prior to adoption of Ordinance No. 2564 on May 17, 2017, the Applicant/Developer requested amendments to the 2011 Development Order pursuant to Section 380.06, Florida Statutes, some of which amendments were not a part of or included in the Notice

of Proposed Change (“NOPC”) to the 2011 Development Order; and

WHEREAS, the City processed the Applicant/Developer’s request for amendments, some of which amendments were reviewed by the East Central Florida Regional Planning Council (ECFRPC), the Development and Review Committee of the City of Apopka, the City of Apopka Planning Commission, and the City Council of the City of Apopka; and

WHEREAS, on May 17, 2017, the City of Apopka adopted Ordinance No. 2564 which amended, repealed and replaced Ordinance No. 2230 with the First Amendment to the Kelly Park Crossing Development of Regional Impact (the “Amended Development Order”); and

WHEREAS, Ordinance No. 2564, as adopted, contained an error in its title; and

WHEREAS, the Amended Development Order adopted by Ordinance No. 2564 contained errors regarding the identity of the Applicant/Developer; and

WHEREAS, these errors were not present or included in the proposed amendments to the 2011 Development Order as set forth in the NOPC reviewed by ECFRPC, the Development and Review Committee of the City of Apopka, the City of Apopka Planning Commission at its public hearing on April 11, 2017, and the City Council of the City of Apopka at its first reading of Ordinance No. 2564 on May 3, 2017; and

WHEREAS, these errors were introduced into Ordinance No. 2564 and the Amended Development Order immediately prior to second reading by the City Council of the City of Apopka on May 17, 2017; and

WHEREAS, specifically in error, the title of Ordinance No. 2564 provides that it was made and entered into between the City and Rochelle Holdings, LLC, while the recitals of Ordinance No. 2564 state that Project Orlando, LLC is the “Applicant” for the Amended Development Order; and

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WHEREAS, specifically in error, the Amended Development Order attached to Ordinance No. 2564 states that the Amended Development Order is made and entered into between the City and Rochelle Holdings, LLC; and

WHEREAS, specifically in error, the recitals of the Amended Development Order attached to Ordinance No. 2564 state that the “Applicant” and “Developer” of the DRI is Rochelle Holdings, LLC; and

WHEREAS, the Amended Development Order contained typographical errors such as misnumbered pages and sections; and

WHEREAS, this Ordinance (Ordinance No. 2602) is intended to amend and correct these errors and amend and correct the Amended Development Order to read as intended for adoption by the City Council of the City of Apopka on May 17, 2017; and

WHEREAS, attached hereto as **Exhibit “B”** is a document correcting the title and “whereas” clauses of the Amended Development Order and correcting errors in the body of the Amended Development Order to read substantively as it should have been adopted by Ordinance No. 2564 (with changes to the 2011 Development Order identified in ~~strike through~~ and underline); and

WHEREAS, **Exhibit “C,”** attached hereto, is a clean version of and incorporates the amendments shown in **Exhibit “B,”** and shall heretofore be referred to as the “Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact;” and

WHEREAS, the substantive provisions of the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact were reviewed by ECFRPC and comments were provided to the Applicant/Developer and the City of Apopka on December 22, 2016; and

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WHEREAS, the substantive provisions of the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact were coordinated by the City and the Applicant/Developer with the City’s Comprehensive Plan including the Wekiva Parkway Interchange Vision Plan, and

WHEREAS, all public hearings as required by Chapter 380.06, Florida Statutes have been duly held affording the public and all affected parties an opportunity to be heard and to present evidence; and

WHEREAS, this Ordinance (Ordinance No. 2602) is intended to repeal and replace Ordinance No. 2564, which repealed and replaced Ordinance No. 2230; and

WHEREAS, **Exhibit “C”** shall be adopted and heretofore referred to as the “Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact.”

LEGISLATIVE UNDERSCORING: Underlined words constitute additions and ~~striketrough~~ constitutes deletions from the 2011 Development Order, as identified within Exhibit “B.” Exhibit “C” is a clean version of the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact as amended and corrected by this Ordinance (Ordinance No. 2602).

NOW THEREFORE, be it ordained by the City Council of the City of Apopka that based upon the findings of fact and conclusions of law set forth below and subject to the terms and conditions which follow, the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact attached hereto as **Exhibit “C”** is hereby approved and amended accordingly pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable State laws and the Comprehensive Plan and Ordinances of the City of Apopka.

SECTION 1. The above recitals are incorporated herein by reference.

SECTION 2. Findings of Fact and Conclusions of Law.

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1. The Applicant/Developer filed the ADA (Application for Development Approval) with the City and with the ECFRPC as well as Department of Community Affairs (now the Department of Economic Opportunity) pursuant to Chapter 2011, Laws of Florida the” Community Planning Act” and State and Federal agencies and citizen groups as directed by the ECFRPC.
2. The City Council of the City of Apopka adopted the Development Order for Kelly Park Crossing DRI on December 21, 2011 through Ordinance No. 2230.
3. The Applicant/Developer is the owner of the real property identified herein or has the authority to file the ADA and is authorized to obtain a development order pursuant to Chapter 380.06 Florida Statutes.
4. The DRI and area affected by the amendment is not located in an area designated as an Area of Critical State Concern.
5. The DRI and the amendment is consistent with the adopted State Comprehensive Plan
6. The DRI and amendment including the proposed floor area ratios is consistent with the City Comprehensive Plan.
7. The DRI is consistent with the Land Development Code in effect as of the date of the adoption of this Ordinance.
8. The DRI is consistent with the report and recommendations of the ECFRPC submitted to the City in December, 2016.
9. This amendment to the DRI Development Order does not change any density or intensities of use, Map “H” Master Plan, or the development profile established in Ordinance No. 2230.

SECTION 3. Ordinance No. 2230 and Ordinance No. 2564 are both amended, repealed and replaced by this Ordinance (Ordinance No. 2602) and the Development Order contained herein

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as Exhibit “C” to this Ordinance is hereby adopted as the “Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact” and incorporated herein by reference.

SECTION 4. This Ordinance serves to clarify that Project Orlando, LLC is the Applicant and Developer for the DRI, and is the “Developer” of the DRI as defined in Chapter 380, Florida Statutes.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect upon passage and adoption.

READ FIRST TIME: October 18, 2017

READ SECOND TIME
AND ADOPTED: November 1, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

APPROVED as to form and legality
for use and reliance by the City of
Apopka, Florida.

Cliff Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 6, 2017
October 20, 2017

Exhibit A

LEGAL DESCRIPTION:

SOUTH PARCEL:

A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9192, PAGE 3515; OFFICIAL RECORDS BOOK 9022, PAGE 4867; OFFICIAL RECORDS BOOK 7529, PAGE 1955; OFFICIAL RECORDS BOOK 6844, PAGE 562; AND OFFICIAL RECORDS BOOK 9022, PAGE 4561, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°53'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 61, PAGE 315, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°29'41" WEST, ALONG SAID NORTHERLY EXTENSION LINE, 30.00 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°53'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, PAGES 164 THROUGH 172, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1324.28 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251 AND ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7106, PAGE 2430 THE FOLLOWING COURSES: SOUTH 00°04'09" EAST, PARALLEL WITH AND 30.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 853.18 FEET; THENCE, RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'38" EAST, 30.00 FEET; THENCE RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 476.14 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°21'13" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 579.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°53'56" WEST, ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'13" WEST, PARALLEL WITH AND 66.00

FEET EAST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 300.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE AFORESAID MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, AND AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING COURSES:
NORTH 89°53'56" EAST, 620.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5759.65 FEET, A CENTRAL ANGLE OF 01°04'20", AN ARC LENGTH OF 107.79 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 89°21'46" EAST TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1.01 FEET; THENCE RUN NORTH 88°20'48" EAST, 678.92 FEET TO POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°26'23" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2584.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89°15'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 669.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE RUN SOUTH 00°20'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1344.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE RUN SOUTH 88°58'18" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1332.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1351.30 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 89°32'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1356.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN NORTH 00°29'50" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE 2147.97 FEET TO THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'39" WEST, ALONG THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1321.35 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD; THENCE RUN NORTH 00°21'15" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 544.71 FEET; THENCE RUN NORTH 00°29'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 2603.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

NORTH PARCEL:

A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9748, PAGE 6465; OFFICIAL RECORDS BOOK 9022, PAGE 3571; OFFICIAL RECORDS BOOK 9022, PAGE 4722; OFFICIAL RECORDS BOOK 6512, PAGE 3520; AND OFFICIAL RECORDS BOOK 9022, PAGE 4215, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°27'50" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1182.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9748, PAGE 6465 AND ALSO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°27'50" WEST, ALONG SAID WEST LINE, 2144.38 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH LINE, 406.12 FEET TO A POINT LYING ON THE EAST LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 0.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°15'33" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1078.73 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST QUARTER, 2239.19 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ONDICH ROAD, AS DESCRIBED IN DEED BOOK 984, PAGE 314, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING OF NORTH 89°15'33" EAST, RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET, AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF

45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET, AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 11; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 89°08'52" EAST, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE, DEPARTING THE AFORESAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER ALSO LYING ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9022, PAGE 3571, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571 THE FOLLOWING COURSES: NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE NORTH LINE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE RUN SOUTH 00°28'01" EAST, 634.56 FEET; THENCE RUN NORTH 89°30'17" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 12; THENCE RUN NORTH 89°12'49" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, DISTANCE OF 1313.70 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF EFFIE DRIVE; THENCE, DEPARTING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571, RUN SOUTH 00°02'47" EAST, ALONG SAID WEST MAINTAINED RIGHT-OF-WAY LINE, 15.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972; THENCE RUN SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE, BEING 15.00 FEET NORTH OF THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER, BY PERPENDICULAR MEASURE, 1313.70 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°30'17" WEST, PARALLEL WITH AND 15.00 FEET FROM, BY PERPENDICULAR MEASURE, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE EAST 589.09 FEET OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID DESCRIBED WEST LINE, PARALLEL WITH AND 589.09 FEET FROM, BY PERPENDICULAR MEASURE, THE SAID EAST LINE OF SAID SECTION 11, A DISTANCE OF 1481.61 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST

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QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°21'20" EAST, ALONG SAID SOUTH LINE, 589.09 FEET TO THE EAST LINE OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID EAST LINE, 1150.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN ORANGE COUNTY, FLORIDA AND CONTAIN A COMBINED TOTAL OF 562.836 ACRES, MORE OR LESS.

**Corrected First Amendment to the
Kelly Park Crossing
Development of Regional Impact**

THIS DEVELOPMENT ORDER is ADOPTED this 1st day of November, 2017 and made effective as of May 17, 2017, by the CITY OF AOPKA, a municipal corporation organized under the Laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida, 32701-1229, hereinafter referred to as the “City”, upon request from PROJECT ORLANDO, LLC, a Florida limited liability corporation, whose address is 1900 Summit Tower Boulevard, Suite 820, Orlando, Florida. Project Orlando, LLC is hereinafter referred to as the “Applicant” and/or “Developer”.

WHEREAS, this Corrected Amended Development Order is for the Kelly Park Crossing Development of Regional Impact (“DRI” or “Kelly Park Crossing DRI”) and is referred to as the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact (hereinafter, the “Development Order”); and

WHEREAS, the Development Order concerns a mixed use project located on approximately 564 acres in the City, as more particularly described on **Exhibit A**, attached hereto and(hereinafter referred to as the “DRI Property”), and

WHEREAS, the Applicant for the DRI is Project Orlando, LLC, and for purposes of this Development Order and for Chapter 380, Florida Statutes, Project Orlando, LLC, constitutes the “Developer.” The agent for the DRI is Jeff Welch; and

WHEREAS, the Applicant is desirous of developing the Kelly Park Crossing DRI as a mixed use development consisting of office, retail, light industrial, residential, institutional, hospital, community college, and hotel; and

WHEREAS, the Applicant submitted an Application for Development Approval pursuant to Chapter 380.06, Florida Statutes on December 22, 2010, which was amended by the Response

to Requests for Additional Information, dated March, 2011, and the Second Response to Requests for Additional Information, dated June, 2011 (collectively, the “ADA”); and

WHEREAS, the ADA was reviewed and approved by the East Central Florida Regional Planning Council (“ECFRPC”) on August 17, 2011, and

WHEREAS, the ADA contained a master plan, identified as Map H herein and attached as **Exhibit B**, which was reviewed simultaneously with the ADA; and

WHEREAS, the ADA was coordinated by the City and the Applicant with the City’s adopted Comprehensive Plan including the Wekiva Parkway Interchange Vision Plan,

WHEREAS, all public hearings as required by Chapter 380.06, Florida Statutes, were duly noticed and held, affording the public and all affected parties an opportunity to be heard and to present evidence;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, that based upon the findings of fact and conclusions of law set forth below and subject to the terms and conditions which follow, the ADA for Kelly Park Crossings, including Map H (**Exhibit B**), is hereby approved, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable state laws and the Comprehensive Plan, codes and ordinances of the City.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Applicant filed the ADA with the City and with the ECFRPC as well as Department of Community Affairs (now the Department of Economic Opportunity pursuant to Chapter 2011 Laws of Florida, the “Community Planning Act”) and State and Federal agencies and citizen groups as directed by the ECFRPC.

2. The Applicant is the owner of the real property identified herein, or has the authority to file the ADA and is authorized to obtain a development order pursuant to Chapter 380.06, Florida Statutes.
3. The DRI is not located in an area designated as an Area of Critical State Concern;
4. The DRI is consistent with the adopted State Comprehensive Plan.
5. The DRI including the proposed floor area ratios, is consistent with the City Comprehensive Plan.
6. The DRI is consistent with the Land Development Code.
7. The DRI is consistent with the report and recommendations of the ECFRPC submitted pursuant to subsection 380.06(12).

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CONDITIONS

1. **Application for Development Approval.** The DRI is approved subject to the following conditions:

A. The DRI Development Order shall govern the development of the DRI Property.

B. The Kelly Park Crossing DRI shall be developed in accordance with the information, data, plans and commitments contained in the ADA which includes supplemental information provided in the Responses to Requests for Additional Information all of which are incorporated herein by reference, unless otherwise provided by these recommendations. The final DRI Development Order shall prevail over any conflicting information, data, plan, or commitments. The second response shall prevail over the first response and the first response shall prevail over the original application. For purposes of this condition, the ADA shall consist of the following items:

a. Application for Development Approval dated December 23, 2010

b. Responses to Requests for Additional Information #1 dated March 29, 2011

c. Responses to Requests for Additional Information #2 dated June 10, 2011

2. **Project Description.**

The DRI is designed to be a mixed-use, high density/intensity development centered around the Kelly Park Road interchange of the proposed Wekiva Parkway. As envisioned in the Wekiva Parkway Protection Act (§369.314, Florida Statutes et. seq.) and the City's Wekiva Parkway Interchange Vision Plan within the City Comprehensive Plan, the DRI Master Development Plan, attached as **Exhibit B**, calls for intense development proximate to the interchange with densities and intensities decreasing further from the interchange. Mixed use

buildings are allowed throughout the DRI except in those areas designated “Neighborhood” as depicted on Map H (**Exhibit B**). (Legal Description Exhibit A),

The development program presented by the Applicant and herein approved includes:

Land Use	Phase 1	Phase 2	Phase 3	Phase 4	Total Development	FAR	Approximate Acres*
Office	100,000 SF	540,000 SF	641,000 SF	639,996 SF	1,920,996 SF	0.4	84.25
Light Industrial	200,000 SF	3,330,000 SF	1,000,000 SF	727,200 SF	5,227,200 SF	0.6	178.00
Retail/Commercial	100,000 SF	450,000 SF	550,000 SF	272,140 SF	1,372,140 SF	0.3	77.00
Community College	130,680 SF	--			130,680 SF	0.3	20.00
Medical	--	250,000 SF	272,720 SF		522,720 SF	0.4	30.00
Residential	300 DU	400 DU	400 DU	450 DU	1,550 DU	10du/ac	58.00
<u>Conservation</u>							<u>*See footnote below.</u>
Parks	40 Acres	33 Acres	20.75 Acres	--	93.75 Acres	15 %	93.75
Institutional	50,000 SF	50,000 SF	60,000 SF	14,240 SF	174,240 SF	0.4	8.00
Hotel	--	100 RMS	100 RMS	200 RMS	400 RMS	0.4	15.00

(* Conservation land use is estimated at 35 to 45 acres and will be identified at the Master Site Plan submittal. Conservation acreage assigned internal to the DRI may result in reduced acreage for those land uses affected by the designation of conservation acreage. The acreage for any land use may be modified and the location of the conservation lands altered without the need for further development-of-regional-impact review if implemented by Condition 5 or 6 contained herein, as applicable. As set forth in Condition 5, designation of conservation lands may also be satisfied through off-site mitigation.)

~~(*Conservation land use (estimated at 35 to 45 acres) will be revised once the conservation lands are identified at Master Site Plan submittal. The acreage assigned to lands uses may~~

~~be increased and the location of the conservation lands altered without the need for further development of regional impact review if implemented by condition 5 contained herein.)~~

3. **Rezoning.**

A. The City acknowledges that the development of the DRI Property will occur over time and in phases. The City agrees that due to the size and scope of the proposed development, the duration of the phasing plan, and the uncertainties in the timeframe for construction of the Wekiva Parkway, the Applicant shall be entitled to effect a rezoning for specific parcels or increments of the DRI Property prior to physical development within increment being undertaken (“Incremental Rezoning”). Either before or at the time of submittal of an application for the first Incremental Rezoning, the Applicant shall also submit a conceptual rezoning master plan for the entire DRI Property which shall address conceptually the location of the various uses allowed, including common areas and open space, densities and intensities for permitted uses, traffic circulation for internal roadways, all in conformance with Map H (**Exhibit B**) and the ADA. Further refinement and detailing of the conceptual rezoning master plan as well as a demonstration of conformance with the City’s Land Development Code and the Form Based Code shall be demonstrated within each Incremental Rezoning application. Additionally, each Incremental Rezoning applicable to DRI Property located north of Kelly Park Road shall address the feasibility of establishing roadway connections to other properties designated on the Wekiva Parkway Interchange Vision Plan, and to establish future connection between the DRI and Round Lake Road. Nothing in this development order shall be construed in such a way as to require the

applicant/developer to purchase additional properties outside of the Kelly Park Crossing DRI in order to obtain such connections.

- B. The DRI Property is currently utilized for agricultural and silvicultural activities. To ensure compatibility between existing and proposed uses, no new or expanded agricultural or silvicultural activity may occur within one hundred (100) feet of those increments of the DRI Property rezoned pursuant to this section.
- C. The successful implementation of this development order is dependent upon rezoning(s) which, in turn, will require the successful implementation of agreements between the Applicant and City for water ,sewer, parks, and recreation, police and fire (generally referred to as “binding developer’s agreements). Such agreements are referenced throughout this development order. All such agreements shall be consistent with City requirements as may be identified in the City’s Land Development Regulations or other adopted ordinance as well as requirements established by State Law to include Chapter 380.06 (15)(e) 1.
4. **Form Based Code.** The Applicant shall be subject to the Form-Based Code being developed by the City for all lands within the Wekiva Parkway Interchange Vision Plan. The Form-Based Code shall include a master site plan development option (known as Option “B”) for non-residential development This Option shall be available for (1) development proposing building(s) exceeding 40,000 gross square feet of floor area for larger-scale commercial, industrial, and institutional uses; and (2). office parks, industrial parks, and retail centers greater than fifteen (15) acres in size, for college campuses (with or without on-site residential housing), hotel convention centers, and hospital campuses greater than eight (8) acres in size. The Option “B” master site plan shall be consistent with the Form-Based Code design

standards for this development option. This Option “B” master site plan shall demonstrate compatibility and connectivity with adjacent districts and road systems. The developer requesting an Option “B” master site plan shall demonstrate that average wages and salaries for jobs created by the new development are equal to or greater than the average wages and salaries existing in Apopka at the latest decennial U.S. Census or such other data as may be acceptable to the City.

5. **Conversion of Uses.**

- A. The Applicant may increase or decrease the amount of a particular land use within the approved development program by using the Equivalency Matrix attached as **Exhibit C**, which is based on equivalent peak hour directional trip ends and is included herein. In order to ensure that a mix of uses is maintained, use of the Equivalency Matrix may increase or decrease the total amount of each land use by no more than the amount provided for in the Land Use Mix Table at **Exhibit C**, and consistent with the substantial deviation criteria identified in Chapter 380.06(19)(b) 1-14, Florida Statutes, unless the Development Order is amended to accommodate such a change. Greater changes than those discussed above shall be considered cumulatively, and shall be subject to normal Development Order amendment processes.
- B. Additionally, changes in land use must address changes to potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available. Any time the Equivalency Matrix is used, DEO, ECFRPC, the City, Orange County, the FDOT, the SJRWMD, and the School Board of Orange County must be provided notice of the proposal at least thirty (30) days in advance of the change. Use of the Equivalency Matrix will be reported on an individual and

cumulative basis and impacts documented in the biennial report. Any future Notice of Proposed Change (“NOPC”) shall incorporate any changes occurring due to the use of the Equivalency matrix.

6. **Vegetation and Wildlife.**

- A. **Listed Species.** Site development activities on the Property shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern (“listed species”) in contravention of applicable State or Federal laws. Should such listed species be at any time determined to be nesting or residing on, or otherwise significantly dependent upon the DRI site, the Applicant shall notify FWC, and or FWS, as applicable and to the extent required by laws and regulations, the Applicant shall cease all activities which might negatively affect that individual or population. The Applicant shall provide proper protection, to the satisfaction of all agencies with jurisdiction, as required by statute or regulation. "Harming" and "harassment" as used in this recommendation shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.
- B. **Preserve Areas.** The Applicant may **elect to** develop the 14 acres, currently designated on Map H (**Exhibit B**) as “preservation”, located south of Kelly Park Road, and, **if such an election is made, shall** ~~will~~ establish a preserve for the protection of gopher tortoises, Sherman’s fox squirrel and other listed species and indigenous wildlife in the northwest portion of the DRI as provided for in the report and recommendations of the ECFRPC.

Development of the 14-acre area is contingent on other necessary approvals for development (including those identified in this condition) being obtained from the

SJRWMD, the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, and the Department of Environmental Protection, as may be required by law.

Pursuing this option will add an additional 107 acres, less approximately a 300 foot strip along the eastern property boundary to access Ondich Road, to the 31 acre preserve in the northwest portion of the site and allow development of the 14-acre area near the proposed interchange.

As a part of the approval process for the conceptual rezoning master plan referenced in Condition 3 (A), the City and the Applicant shall reach an open space and parks agreement to preserve a minimum of 45 acres to a maximum of 107 acres for a preservation area. This agreement shall consider the appropriate acreage needs for a viable preservation area while also considering the park and open space needs for people who live and work within the Kelly Park DRI . The maximum preservation area obligation by the Applicant is 107 acres. Any acreage above the 45 minimum acres up to the maximum of 107 acres will receive a credit towards 50% of the open space requirements set forth in the Form-Based Code. Any land set aside for the minimum active recreation area shall not qualify as credit.

As an alternative to land preservation internal to the DRI, preservation may be satisfied through off-site preservation if an off-site mitigation program is jointly accepted by the City and FDEP after consultation with the FFWCC.

- C. If a preserve is established, the following principles and guidelines shall be applied via a management plan to be established by the Applicant, reviewed by State permitting agencies, the City, Orange County, and the ECFRPC, as a non-substantial deviation processed as a NOPC. The management plan does not relieve the Applicant of any State or Federal permitting requirements.
- a. The location of the preserve is to include the existing temperate hardwoods and the improved pasture west and north of the temperate hardwoods, in the northern portion of the development (approximately 100 acres).
 - b. Mowing, controlled burning or livestock grazing are to be utilized to maintain vegetation height suitable for gopher tortoises, Sherman's fox squirrels and foraging by sandhill cranes.
 - c. Pines, preferably longleaf pine, are to be planted in low densities to increase plant diversity and structure for nesting for Sherman's fox squirrel. Pines are not to be planted in densities that would impact gopher tortoises.
 - d. Pedestrian trails and trail infrastructure that do not impact listed species are recommended.
 - e. The road, currently shown on Map H (**Exhibit B**) shall be relocated such that it does not intersect the temperate hardwood area, but is moved eastward closer to the eastern property line.
 - f. Wetland buffers shall be consistent with the requirements of State permitting agencies or the requirements of the City, whichever is more stringent.
 - g. Drought tolerant plants adapted to site conditions shall be utilized.

- h. The Applicant shall identify recreation uses that will be allowed in conservation areas.

The Management Plan shall also include the following components:

- i. Provide for management of gopher tortoises consistent with applicable Florida law.
- j. Establish protocols for exotic and nuisance wildlife and plant control.
- k. Establish a bear management plan that provides educational materials for residents regarding deterrent methods to reduce human-bear conflicts, provide for a trash receptacle and dumpster program to manage potential bear and other wildlife intrusion and develop rules or ordinances that require business and residents to secure wildlife attractants to prevent potential conflicts with bears.
- l. Provide for future residents education regarding the purpose and methods of the management plan.
- m. Provide for installation of kestrel nesting boxes at an appropriate density consistent with the known kestrel population on-site, if any.
- n. Provide for the control of feral and free roaming cats to prevent the depredation of Sherman's fox squirrels and other listed species and indigenous wildlife as recommended by the FWC.
- o. Establish wildlife crossings on interior roads to maintain habitat connectivity where appropriate.
- p. Establish conservation easements and adequate funding to secure and manage preserved areas in perpetuity as needed to implement the management plan. Conservation easements will be conveyed to the SJRWMD, the City, Orange County, the Nature Conservancy, or Florida Audubon, or any other conservation organization whose purpose is the management and preservation of lands.

- q. Conduct biennial wildlife surveys to measure the preserve's success and provide for biennial reporting of the implementation and effectiveness of the management plan at the time of the biennial report.
- r. Develop a mechanism to make modifications to the management plan that are approved via permitting with such modifications being reported within the appropriate biennial report.

7. **Recreation/Parks**

The Applicant and the City shall enter into a binding developer's agreement to address the provision of parks and recreational facilities for the Kelly Park Crossing DRI prior to approval of the first Incremental Rezoning.

8. **Water Supply and Water Conservation**

- A. The City's consumptive use permit which expires on September 13, 2031, is anticipated to meet the needs of the City's projected population including the development generated by the DRI. However, each phase of the DRI, beyond phase 1 as identified in the Condition 2, Project Description, of this Development Order, shall proceed only upon confirmation of adequate water supply sources to support the development of said phase through the City's consumptive use permit or other sources that are approved by the SJRWMD.
- B. Reasonably available lower-quality sources of water, including storm water, surface water, and reclaimed water, must be distributed for use or used throughout the DRI in place of higher quality water sources according to the SJRWMD rules and applicable

state law. Storm water, surface water and reclaimed water shall be maximized as nonpotable water sources for irrigation.

- C. Any wells no longer in use within the DRI boundary shall be properly plugged and abandoned in accordance with SJRWMD rules and regulations. Any change in the use of the wells is subject to SJRWMD's approval of an appropriate CUP consistent with adopted SJRWMD rules.

- D. Each multifamily residential unit subject to an individual deed for property ownership and nonresidential multi-unit structures shall use submeters for potable water. Multifamily residential units not subject to individual deeds shall use master meters.

- E. . Development within the Kelly Park Crossing DRI shall comply with applicable provisions of the City's Landscape and Irrigation Ordinance No. 2069.

- F. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Water Sense-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential and nonresidential buildings and structures.

- G. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Energy Star-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential and nonresidential buildings and structures.

- H. The Applicant shall implement the water conservation practices described in the ADA and subsequent sufficiency responses to maximize water conservation and enhance water quality.
- I. The Applicant shall obtain water from the City subject to the City's rate resolutions and ordinances. The Applicant shall enter into an agreement with the City addressing the timing and funding of potable water and nonpotable water infrastructure projects that are needed to support the DRI.
- J. A distribution system for nonpotable water (i.e., storm water, surface water and reclaimed water) shall be installed concurrently with both residential and nonresidential development within the DRI. The Applicant and the City shall enter into an agreement addressing the timing and funding of the nonpotable water system. The nonpotable distribution system shall be developed parallel to and concurrently with the potable water distribution system for utilization. All irrigation systems installed in the development shall be designed to accept nonpotable water.

9. **Wastewater Management.**

- A. Development of the DRI shall proceed concurrent with the provision of adequate central sewer service meeting the adopted level of service standards in the City Comprehensive Plan. The Applicant shall enter into an agreement with the City addressing responsibility for the design, construction and funding of central sewer lines to service the DRI.

10. **Stormwater Management.**

- A. The stormwater management system shall be designed as a stormwater reuse system, when feasible, to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- B. The Applicant will employ best management practices for erosion and turbidity control.
- C. Low Impact Development (LID) techniques are recommended for the stormwater system to the extent allowed by the SJRWMD. Consultation with the Program for Resource Efficient Communities at the University of Florida's Institute for Food and Agricultural Services is recommended.
- D. The Kelly Park Crossing DRI shall comply with applicable provisions of the City's Landscape and Irrigation Ordinance No. 2069.

11. **Energy & Technology.**

- A. Development within the DRI shall comply with the City's natural gas ordinance that is being developed. This requirement shall not be used to prohibit development until an ordinance is adopted. Any site plan or subdivision plan submitted within Kelly Park Crossing prior to such adoption will be vested from this ordinance.

12. **Solid Waste.** Development within the DRI shall occur consistent with the adopted level of service standards for solid waste identified in the City Comprehensive Plan. The handling, storage, transportation and disposal of any hazardous materials within the DRI will comply with local, state, and federal rules, regulations and laws. All users, generators and operators within the DRI property shall be required to adhere to all federal, state and local laws, codes,

ordinances, rules and regulations with respect to the use, management and disposal of hazardous waste.

13. **Fire, Police, EMS.** Police, fire and EMS service will be provided by the City. This condition does not preclude the application of interlocal agreements for mutual support.

The Applicant and the City shall enter into a binding developer's agreement to address the provision of fire, police, and EMS services for Kelly Park Crossing DRI, prior to the approval of the first Incremental Rezoning. Fire/Police/EMS Facilities sites constitutes an Institutional use for purposes of the development program at Condition 2.

14. **Affordable Housing.** The Affordable Housing Analysis prepared for the Kelly Park Crossing DRI ADA using the approved ECFRPC methodology concluded that affordable housing will be available at the conclusion of Phase 1. Additional studies shall be conducted for all future phases prior to their commencement. If the ECFRPC methodology is applied, compliance with the ECFRPC methodology shall also mean meeting the requirements to appropriately mitigate impacts for each phase as identified in said methodology. The Kelly Park Crossing DRI can mitigate for very low and/or low affordable housing deficiencies with accessory dwelling units only if found by the City to be consistent with existing zoning requirements and supporting land development regulations.

15. **Education.** The Kelly Park Crossing DRI shall enter an agreement with the Orange County School Board to address school capacity needs created by the DRI.

16. Transportation.

- a. The Kelly Park Crossing DRI shall be divided into the following vehicular traffic phases based on reaching any of the following thresholds or years, as indicated below.

Kelly Park Crossing DRI - Corrected First Amendment (Edit **EXHIBIT B**)

Phase & Year	Daily Trips	Daily Trips Cumulative	External* Daily Trips	External* Daily Trips Cumulative	Peak Hour Trips	Peak Hour Trips Cumulative	External* Peak Hour Trips	External* Peak Hour Trips Cumulative
Phase 1 <u>2023</u>	17,907**	17,907	16,121	16,121	1,497	1,497	1,332	1,332
Phase 2 <u>2028</u>	58,868	76,775	46,078	62,199	5,979	7,476	5,089	6,421
Phase 3 <u>2033</u>	40,708	117,483	32,375	94,574	4,215	11,691	3,507	9,928
Phase 4 <u>2038</u>	21,041	138,521	47,388	141,962	2,533	14,224	2,153	12,081

External trips reflect anticipated internalization reductions but not passer-by reductions

~~** The Kelly Park Crossing phase 1 is constrained by the City’s comprehensive plan which limits the DRI to 7000 daily trips. However, the applicant’s traffic study confirms that 17,907 trips can be accommodated on the roadway network. Therefore, the DRI is limited to 7,000 trips until such time as the City’s comprehensive plan can be amended. If the amendment is approved, Phase 1 shall be 17,907 daily trips without the need to further amend this development order.~~ Mitigation for phase 1 development must be secured by a development agreement prior to commencement of phase 1 development. Subsequent to phase 1 but prior to the initiation of each phase thereafter as identified in the preceding paragraph, the Applicant shall conduct a monitoring/modeling (M&M) program. This program shall ascertain the Level of Service (“LOS”) on facilities where the pending phase of (starting with phase 2) Kelly Park Crossing DRI is estimated to contribute an amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The methodology of the M&M program shall be agreed upon by the City, the ECFRPC, Orange County, Lake County, the Florida Department of Transportation (“FDOT”), and the Florida Department of Economic Opportunity and the Applicant. The depth of each M&M effort shall be similar to that required within an ADA (to include all subsequent phases for projected roadway adversity testing) but shall be consistent

with the requirements of the City Concurrency Management Systems (if in effect) as it relates to facilities within that jurisdiction. Empirical data will be required to be collected for the M&M program on facilities where it is estimated that the DRI contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. This ~~shall~~ may include an origin-destination survey to verify DRI trip distribution on the external roadway network no earlier than seventy-five percent (75%) through any applicable Phase. The origin-destination survey shall also verify the percentage of DRI trips that travel on the Wekiva Parkway. ~~Concurrent with the timing of the origin-destination study, A~~ trip generation and internal capture study shall be performed to verify trip generation and internal capture assumptions for the development. ~~A trip length study shall also be conducted to verify model results.~~ In the event that all parties cannot come to agreement on the methodology, the ECFRPC, FDOT, the City, Orange County and Lake County shall be the final arbiters. The City's decision shall be final as it relates to its facilities; if required by law, the FDOT's decision shall be final on the strategic intermodal system; Orange County's decision shall be final on Orange County facilities; Lake County's decision shall be final on Lake County facilities; and the ECFRPC's decisions shall be final as it relates to all other facilities. Each M&M program shall provide a roadway needs analysis for each future phase as well as the phase being tested for mitigation requirements.

The facilities to be monitored/modeled for the next phase shall include, but shall not be limited to, those segments of the regional roadways listed below and one segment beyond where the Kelly Park Crossing DRI phase is estimated to contribute a cumulative amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The analyzed

facilities will include signalized intersections and link analyses of collector and higher classified roadways and interchange ramps.

The City, the ECFRPC, Orange County, Lake County, FDOT, and DEO shall have the right to make reasonable requests for additional information from the Applicant to verify adherence to these provisions. The Applicant shall supply adequate information toward compliance with these requirements.

Candidate Roadways for Monitoring and Modeling

Roadway Facility	From	To
US 441	CR 473	Bradshaw Road
SR 46	US 441	CR 437 north
SR 429 (Expressway)	Florida's Turnpike	Apopka Bypass (John Land Expressway)
Wekiva Parkway	SR 429	Interstate 4
CR 435 (Rock Springs Road)	Kelly Park Road	Sandpiper Road
CR 435 (Park Avenue)	Sandpiper Road	Cleveland Street
CR 435 (Clarcona Road)	Cleveland Street	Clarcona-Ocoee Road
CR 437	CR 44A	Orange-Lake County Line
Plymouth – Sorrento Road	Orange-Lake County Line	US 441
Welch Road	Vick Road	Wekiva Springs Road
Binion Road/Orange Avenue	Apopka Ocoee Road	US 441
Errol Parkway	Lake Francis Drive	Lake Arden Drive
Golden Gem Road	Kelly Park Road	Ponkan Road
Haas Road	Plymouth Sorrento Road	Mt. Plymouth Road
Jason Dwelley Parkway	Kelly Park Road	Ponkan Road
Kelly Park Road	Round Lake Road	Rock Springs Road
Lake Francis Drive	Schopke Lester Road	Vick Road
Lester Road	Schopke Road	Plymouth Sorrento Road
Mt. Plymouth Road	Kelly Park Road	Lake County Line
CR 435	Orange County Line	SR 46
Ondich Road	Round Lake Road	Plymouth Sorrento Road
Ponkan Road	Orange Blossom Trail	Rock Springs Road
Round Lake Road	Ponkan Road	Wolf Branch Road
Sadler Avenue	Lake County Line	Orange Blossom Trail

Sadler Avenur/Sadler Road	Orange Blossom Trail	Round Lake Road
Vick Road	Old Dixie Highway	Ponkan Road
Wolf Branch Road	US 441	CR 437
Yothers Road	US 441	Plymouth Sorrento Road

b. The Kelly Park Crossing DRI shall not commence beyond Phase 1 ~~(an equivalent of 1,332 external peak hour trip ends)~~ (as defined herein) into Phase 2 or into subsequent phases when service levels are below the minimum service level adopted in the applicable local government’s comprehensive plan during the peak hour and if the DRI ~~contributes, or~~ is projected to contribute with the next phase of traffic, five percent (5%) of the adopted LOS service volume of the roadway or intersection unless mitigation measures and/or improvements are secured and committed for completion of construction during the phase in which the impacts occur. Backlogged facilities shall be exempt from mitigation requirements. This shall be determined by the M&M program required in the preceding condition. The schedule of required roadway improvements shall be tied to the development level when the improvement is needed within each phase. The Development Order shall be amended to incorporate the required improvements and the commensurate trip level by which the improvement is needed to support DRI development.

c. Adequate “secured and committed” mitigation measures shall include one of the following:

i. A roadway improvement scheduled for construction within the first three (3) years of the appropriate local government’s adopted comprehensive plan capital

improvement element (or as otherwise provided in the applicable jurisdiction's capital improvement element) or; a roadway improvement scheduled for construction within the first three (3) years of the FDOT's five-year Work Program.

- ii. A binding, financially secured and irrevocable commitment by the Applicant or other appropriate persons or entities for the design, engineering, land acquisition and actual construction of the necessary improvements coupled with the posting of a cash bond, surety bond, irrevocable letter of credit, escrow account or other security in a form acceptable to the agency of jurisdiction within the next three (3) years and incorporated by reference into the development order.
 - iii. Any other mitigation option specifically provided for in this development order.
 - iv. Any other mitigation option permitted by law, including but not limited to a local government development agreement consistent with Chapter 163, Florida Statutes, which ameliorates the projected impact and is incorporated into the DRI Development Order by amendment.
 - v. A proportionate share agreement provided by the Applicant with the City and the jurisdiction or agency whose roadway is impacted, pursuant to Rule 9J-2.045, F.A.C., and Chapter 380.06(15)(e), or Section 163.3180(5)(h)3., Florida Statutes, if applicable at time of agreement.
- d. The above mitigation measures shall occur by the required threshold in order for the DRI to proceed through the balance of the applicable phase. If the Applicant can demonstrate that a portion of a phase does not adversely affect the Regional Roadway

network as determined by the M&M tests discussed above, then the Applicant may proceed with that portion of the phase (and only that portion).

- e. In the event that a roadway widening is identified which is not compatible with adopted policy of the FDOT or local government (e.g., constrained), the Applicant, the City, or the party having either maintenance or jurisdictional responsibility for the facility, shall determine alternate mitigation solutions to provide for the movement of people.

G. Toward the achievement of the objectives in the two preceding conditions, an agreement(s) among the City, Orange County, Lake County, the FDOT, the OOCEA and the Applicant may be created to address and clarify such issues related to equity in the application of collected fees for transportation improvements. In such an event, application of fees shall be applied in a manner consistent with the appropriate rules adopted by the State of Florida or by existing interlocal agreements. However, such an agreement would not alter or waive the provisions and requirements of the other conditions of the Development Order as a mitigative measure for the transportation impacts for the Kelly Park Crossing DRI. In the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement(s) within the specified time, then the Applicant may proceed with the DRI based upon the modeling M&M schedule and all other recommendations specified herein as it affects the non-participating party. Separate agreements may be entered into with one or more parties and the Applicant.

H. The following table lists the Phase 1 improvement needs required to mitigate the DRI's intersection impacts during Phase 1. The City and the Applicant shall enter into a proportionate share agreement which addresses the improvement costs, timing of

mitigation payments, the option of pipelining proportionate share mitigation fees, and adequate provisions for transportation impact fee credits against proportionate share and mitigation fees.

Phase 1 Intersection Improvement Needs

Roadway/Intersection	Proposed Improvement
SR 46 at CR 437 South	Provide a NB right-turn lane
US 441 at Sadler Avenue	Provide EB and WB left-turn lanes
US 441 at Plymouth-Sorrento Road	Re-stripe to provide an EB and WB auxiliary through lane along US 441. Restripe SB approach to provide an exclusive SB right-turn and shared SB lane for left and right-turns.
Kelly Park Road at Round Lake Road	Add WB right-turn lane.
Kelly Park Road at Plymouth-Sorrento Road	Add EB left-turn lane and re-time signal
Ponkan Road at Plymouth-Sorrento Road	Add NB left-turn lane and re-time signal

- I. The following list of improvements has been identified as the result of significant and adverse impacts from the Kelly Park Crossing DRI. It is anticipated that these will be refined by the M&M process prior to each phase. Since widening of roadways may not be compatible with state and local plans, transit operations or alternate parallel facility improvements should also be considered. A timeframe and responsible party for the implementation of the following improvements, as amended by the M&M program, shall be identified at the beginning of each phase.

Kelly Park Crossing DRI - Corrected First Amendment (Edit **EXHIBIT B**)

Phase 2 (2020)			
Roadway	From	To	Improvement Need
US 441	Yothers Road	Hermit Smith Road	6 Lane Divided
	Plymouth Sorrento Road	Park Avenue	6 Lane Divided
SR 46	Vista View	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Plymouth Sorrento Road	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Phase 3 (2025)			
US 441	SR 19/Duncan Drive	US 19/Bay Street	8 Lane Divided Equivalent
	Donnelly Street	Wolf Branch Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Plant Street	6 Lane Expressway
CR 435/Park Avenue	Orange Street	US 441	6 Lane Divided
CR 435/Clarcona Road	Keene Road	Clarcona-Ocoee Road	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Jason Dwelley Parkway	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lake Francis Drive	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided
Phase 4 (2030)			
US 441	CR 473	Old US 441	8 Lane Divided Equivalent
	SR 19/Duncan Drive	Donnelly Street	8 Lane Divided Equivalent

	Donnelly Street	Sadler Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Apopka Bypass	6 Lane Expressway
CR 435/Rock Springs Road	Kelly Park Road	Rock Ridge Boulevard	6 Lane Divided
	Welch Road	Sandpiper Road	6 Lane Divided
CR 435/Park Avenue	US 441	M Gladded Boulevard	4 Lane Divided
CR 435/Clarcona Road	Cleveland Street	Clarcona-Ocoee Road	4 Lane Divided
CR 437	SR 44	Orange County Line	4 Lane Divided
Welch Road	Vick Road	Ustler Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Round Lake Road	Jason Dwelley Parkway	4 Lane Divided
Kelly Park Road	Mt. Plymouth-Sorrento Road	Rock Springs Road.	4 Lane Divided
CR 435	Orange County Line	Dubstead Drive	4 Lane Divided
Round Lake Road	Kelly Park Road	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lester Road	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided

J. If the modeling M&M results as set forth above show that improvements must be made to roadway facilities, and if mitigation is not provided as set forth in these conditions or as otherwise required pursuant to Rule 9J-2.045(7), then prior to any construction of future phases and subject to the provisions of Chapter 380.06(15)(e), Florida Statutes, the Applicant, the City and the entity with jurisdiction over the roadway facility may enter into an agreement which ensures that:

- i. proportionate share payment is made by the Applicant to the appropriate entity(ies) to mitigate DRI impacts; and

- ii. said proportionate share payment shall be used by the appropriate entity only for the design, engineering, right-of-way purchase, permitting and/or construction of improvement to the segments/intersections for which the payment is made; and
- iii. said proportionate share payment by the Applicant constitutes adequate provision for the public facilities needed with respect to the road segments to accommodate the impacts of the DRI through the phase for which the proportionate share was calculated, as required by Chapter 380.15(e)(2), Florida Statutes. All such proportionate share agreements shall be included in this Development Order by amendment pursuant to Chapter 380.06(19), Florida Statutes. The formula to be used to determine proportionate share contribution is as follows:

$$\frac{(\text{DRI Trips})}{\text{SV Increase}} \times \text{Cost} = \text{Proportionate Share}$$

- iv. For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. Service Volume (“SV”) increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Applicant’s payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs (engineering design, right-of-way acquisition, planning, engineering, inspection and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway. Transit service and facilities shall be

considered in the proportionate share calculations.

- v. Pursuant to COMMUNITY PLANNING ACT OF 2011 (2011-139 F.S.), the proportionate share provisions above shall be reexamined to address the provisions contained therein, and, in the event of a conflict, the Statute shall prevail. Nothing in this development order shall require the Applicant to fund improvements when such funding is inconsistent with the provisions of Florida Statute or Florida Administrative Code. Should an agency disagree with an exemption allowed by the City under this paragraph, the final arbiter on interpreting the Act shall be the DEO.

- K. Notwithstanding any provision contained herein to the contrary, except as specifically agreed to in writing, the City and the entity with jurisdiction over the roadway facility shall have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements unless otherwise required to do so by State law.

- L. The M&M required prior to each phase or subphase shall be used to verify impacts from previous phases and to more accurately estimate probable impacts from later phases. The M&M program undertaken prior to Phase 2 shall also assess full buildout. If necessary, the proportionate share amount will be adjusted to reflect actual impacts from a phase and the more accurate information, which will result from the estimates for later phases. If it is verified that the roadway improvements mentioned above are still needed, then the DRI shall not proceed into later phases until either the proportionate share payment is made or the needed improvements are scheduled for construction in the applicable entities' work program within the first three (3) years from the date when impacts are estimated to be significant and adverse. Pursuant to the COMMUNITY PLANNING ACT OF 2011, the

requirements above shall be reexamined to address the provisions contained therein. In the event that the Act (COMMUNITY PLANNING ACT OF 2011) addresses the mitigation of transportation impacts in a different manner than those options provided herein, the Applicant may elect to utilize the options afforded by the Act.

- M. Student enrollment for the community college shall initially be limited to 1,866 students. However, if the demand for additional enrollment is established in the future, the conversion matrix may be applied to convert from another use such that the peak-hour peak-direction trips for the current phase of the Kelly Park DRI are not increased.
- N. The Kelly Park DRI shall not proceed with any portion of the development program that would result in DRI trips above the threshold identified for Phase 1 until the Wekiva Parkway toll facility is constructed and operational. In the event that construction of the Wekiva Parkway is terminated or delayed indefinitely, additional local and state review and approvals will be required for any portion of the DRI beyond Phase 1 to reevaluate impacts and the viability of future development phases.
- O. If the parties cannot reach agreement independently prior to the date when impacts are estimated to be significant and adverse, or if so desired by the parties at any time, then the issues in dispute shall be submitted to the ECFRPC for either voluntary mediation pursuant to its adopted dispute resolution process or to binding arbitration pursuant to the rules and procedures of the American Arbitration Association (“AAA”) unless otherwise agreed by the parties in dispute. The solutions recommended as a result of this process shall be implemented and the Development Order amended pursuant to Chapter 380.06(19), Florida Statutes, to include these solutions.

- P. In order to provide safe access and to preserve operational capacity, the need for deceleration lanes shall be determined by the appropriate permitting agencies and if required, installed by the Applicant. The Applicant and the appropriate permitting agencies shall confirm the need for and the cost of signalization at the DRI entrances consistent with policies of the City and the appropriate permitting agencies. Signal costs and geometric improvements at DRI entrances are the financial responsibility of the Applicant through DRI buildout unless other traffic warrants such signalization or improvements in advance of DRI demand or other nearby development contributes traffic to the subject intersection, in which case, the Applicant may pay an appropriate fair share for signalization costs as determined by the City.
- Q. The development plan will include multiple roadways through the Kelly Park Crossing DRI in order to provide adequate capacity, to provide alternative routes and to lessen the impacts to community cohesiveness.
- R. To reduce the impacts on arterial roads, the Kelly Park Crossings DRI will include a gridded and connected street network and shall restrict cul du sacs and dead end streets except as may be provided in Condition 4, Option B, of this development order. The DRI will connect to existing and future street networks on and off site when practical as determined by the City in conjunction with Orange County. The applicant will not be required to purchase additional property(ies) to implement this condition. Nothing in this recommendation is intended to preclude the Applicant from developing a use where a campus is desired without a grid network, or in the event that a grid network would create otherwise unnecessary environmental impacts to wetlands or upland preserve areas.

- S. The Applicant shall cooperate with LYNX to identify the need and confirm the steps necessary to implement the following:
- i. By Phase 3, identify a potential location for a 200 space park and ride lot proximate to the Wekiva Parkway and Kelly Park Road interchange, which may be shared with commercial uses.
 - ii. Coordinate with LYNX and Kelly Park Crossing DRI businesses to promote workplace flextime strategies.
 - iii. Reserve sites with adequate size and accessibility for future transit routes, stops and amenities (passenger shelters, transit parking bays and parking spaces for vanpool vehicles) in the development area. During the design, the Applicant shall consult the Lynx Central Florida Mobility Design Manual available at www.golynx.com under publications.
 - iv. Preferential parking for employees who participate in ridesharing programs.
 - v. Financial assistance to provide a route to the site once LYNX and the City determine that ridership levels justify such a connection to the system. Said financial contribution shall be based on a proportionate share of ridership to or from the Kelly Park Crossing DRI, to the extent allowed by law.
 - vi. Coordinate with FDOT's ReThink program (www.rethinkyourcommute.com) in order to increase the modal split of the DRI.
 - vii. Should the Orange Blossom Express (along the US 441 corridor through Apopka) become operational for rail transit, the Applicant shall assess actions to facilitate ridership on the system, including but not limited to shuttle operations to and from the nearest station during peak traffic hours.

- T. In the interest of safety, and to promote alternative forms of transportation, the Applicant shall provide the following bicycle and pedestrian systems:
- i. The on-site bicycle systems shall be connected into any external bicycle systems abutting the Kelly Park Crossing DRI and existing at the time of construction within the DRI, and shall anticipate the connection to the Wekiva Trail.
 - ii. Bicycle and pedestrian facilities shall adhere to minimum state standards as contained in the Florida Bicycle Facilities Planning and Design Handbook.
 - iii. Provided that there is no conflict with the City's adopted Form Based Code, covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable, but such provision shall not be construed so as to create a mandatory design element, but to create a heightened sensitivity to ensuring cover from the elements for pedestrians.
 - iv. In all areas of the Kelly Park Crossing DRI where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes shall be installed.
 - v. Special consideration shall be given to bikeways connecting neighboring residential areas to employment and commercial areas and schools.
 - vi. Bicycle support facilities, such as parking racks and/or lockers, shall be provided at commercial areas and work areas.
 - vii. DRI roadways and improvements to area roadways approaching the site are recommended to incorporate bicycle and pedestrian facilities.

17. Historical and Archaeological Sites. The Applicant, or any other subsequent developers developing within the DRI, shall notify, or ensure the notification of construction personnel, through posted advisories or other methods, of the potential for artifact discoveries on the Kelly Park Crossing DRI site and to report suspected findings to the DRI manager. In the event of discovery of artifacts of historic or archaeological significance during construction, the Applicant and/or subsequent developers shall immediately halt any construction activity within one hundred fifty (150) feet of the location of any discovery that has the potential to adversely affect the archeological find; and will, within three (3) business days of the discovery of artifacts notify the City and the Division of Historical Resources (“DHR”) of the Florida Department of State. Thereafter, the Applicant will coordinate the evaluation of the artifacts with review agencies and provide any professional assistance necessary to document, relocate, preserve or conserve the site and/or physical artifacts; provide proper protection of the discovery in accordance with applicable law; and provide a written report to the agencies listed above documenting the results of the site evaluation and mitigation/preservation actions proposed or completed. The process and actions described above shall not extend beyond one hundred twenty (120) days to allow evaluation of the site, and, thereafter, the Applicant may continue with development.

18. Green Development Standards. The Kelly Park Crossing DRI shall meet the standards of any of the following: the US Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Florida Green Building Coalition (FGBC), the Green Building Initiative’s Green Globes program or any other nationally recognized, green building system that is approved by the Department of Management Services (DMS). The Kelly Park Crossing DRI shall at a minimum, meet Energy Star standards for all development.

- 19. Outdoor Lighting.** Appropriate “dark skies” measures shall be implemented in all new construction except in areas proximate to the interchange area, provided that acceptable public safety and security are maintained. Actions to direct lights downward and away from existing rural areas may be based upon the Model Lighting Ordinance Users Guide from the Illuminating Engineering Society. These provisions may be accessed at http://docs.darksky.org/MLO/MLO_FINAL_June2011.pdf.
- 20. Monitoring Official and Procedures.** The City Administrator, or his or her designee, shall be responsible for monitoring the development and enforcing the provisions of this Development Order. The City shall not issue any permits or approvals or provide any extensions of services if the Applicant fails to comply with this Development Order. This Development Order will be enforced by the City of Apopka through implementation of its adopted Comprehensive Plan, Land Development Code, Code Enforcement by the designated Zoning Official of the City, pursuant to the provisions of Section 380.11, Florida Statutes, or as otherwise provided by law.
- 21. Phasing and Buildout.** The Kelly Park Crossing DRI is to be developed as a four-phase project as described in the table below. The projected buildout date for all DRI development is December 31, 2038. The Applicant shall commence physical development of five percent (5%) of Phase 1 of the DRI (e.g. one hundred seventy-two (172) [residential units, commercial square footage, etc.] or equivalent number of PM peak-hour external trips) within ~~five (5)~~ twelve (12) years after the effective date of this Development Order, otherwise this Development Order shall expire. Should the Applicant donate property to the City for an institutional use (e.g. fire station, police station, City Hall Annex, etc.) the maximum FAR allowed under the adopted comprehensive plan shall be assigned to the parcel and the square footages resulting from this analysis shall be applied to the 5% of phase 1 referenced herein.

Alternatively, should the applicant commence construction on the spine road from Kelly Park Crossing to Ondich Road within ~~three~~ ten years of the effective date of this development order then the five percent threshold shall have been met. The Applicant and the City estimate that approximately twenty (20) years will be required to complete the development described herein once development has commenced.

Since adoption of the Form Based Code (FBC) is required and since the applicant is prohibited from proceeding with project development until such time of its adoption, the City and the applicant agree that the dates contained herein may be adjusted to reflect the FBC adoption date. Commencement shall be the date of adoption of the FBC. Expiration is estimated to be 20 years from commencement, with four five year phases in between. No further amendments to this development order will be necessary to adjust the commencement, phase, down zoning, or expiration dates made in order to adjust to the Form Based Code's adoption.

Development within a given phase of Kelly Park crossing may occur anywhere within the project so long as the conditions of this development order are met and said development has obtained all other necessary approvals and permits.

- 22. Biennial Reporting Requirement.** In accordance with Chapter 380.06(18), Florida Statutes, the Applicant, its successors or assigns, shall submit a biennial report on or before the two year anniversary date of this Development Order and in every other or second year thereafter during the buildout of the DRI (the "Biennial Report"). The Biennial Report shall be submitted to the City, the ECFRPC, the DCA (or successor agency, as applicable), the SJRWMD and all affected agencies formally requesting copies of the same in writing to the Applicant. The contents of the Biennial Report shall comply with the relevant conditions of

approval of this Development Order, Chapter 380.06(18), Florida Statutes, Rule 9J-2.025(7), F.A.C, and any and all other and further information required under applicable law. The Biennial Report shall include a statement that all persons/agencies listed above or otherwise entitled to receive the Biennial Report have been sent copies and the failure to timely submit the Biennial Report may subject the Applicant and the Kelly Park Crossing DRI to the temporary suspension of this Development Order in accordance with Chapter 380.06(18), Florida Statutes. In each biennial report the Applicant shall provide information and documentation as to how and in what manner the DRI is striving to meet and/or is meeting the foregoing energy goals.

23. Downzoning Protection. In accordance with Section 380.06(15), Florida Statutes, the DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2038, as such date may be extended, unless the Applicant consents to such change, or the City demonstrates that substantial changes in the conditions underlying the approval of the Development Order have occurred or unless the City demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by the City to be essential to the public health, safety, or welfare.

Glossary of Acronyms Used

AAA	American Arbitration Association
ACOE/USACOE	Army Corps of Engineers
ADA	Application for Development Approval
AM&M	Annual Monitoring & Modeling
BRT	Bus Rapid Transit
CCR	Codes, Covenants and Restrictions
CDD	Community Development District
CSDA	Critical Smoke Dispersal Area
DEO	Department of Economic Opportunity
DHR	Division of Historical Resources
DO	Development Order
DRI	Development of Regional Impact
ECFRPC	East Central Florida Regional Planning Council
ERP	Environmental Review Permit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FFWCC/FWC	Florida Fish and Wildlife Conservation Commission
FGBC	Florida Green Building Coalition
FIHS	Florida Intrastate Highway System
FLEPPC	Florida Exotic Pest Plant Council
USFWS/FWC	US Fish and Wildlife Service
HMP	Habitat Management Plan
LEED	Leadership in Energy and Environmental Design
LOS	Level of Service
MDA	Master Development Association

M&M	Monitoring & Modeling
MMTD	Multimodal Transit District
MPO	Metropolitan Planning Organization
NOPC	Notification of a Proposed Change
OHW	Ordinary High Water
SFS	Sherman's fox squirrel
SHCA	Strategic Habitat Conservation Area
SJRWMD	St. Johns River Water Management District
SOAR	System Operation Assessment Report
SV	Service Volume
TMDL	Total Maximum Daily Load
TOD	Transit Oriented Development
USFWS/FWS	US Fish and Wildlife Service
USGBC	US Green Building Council

EXHIBIT A

PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

SOUTH PARCEL:

A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9192, PAGE 3515; OFFICIAL RECORDS BOOK 9022, PAGE 4867; OFFICIAL RECORDS BOOK 7529, PAGE 1955; OFFICIAL RECORDS BOOK 6844, PAGE 562; AND OFFICIAL RECORDS BOOK 9022, PAGE 4561, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°53'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 61, PAGE 315, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°29'41" WEST, ALONG SAID NORTHERLY EXTENSION LINE, 30.00 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°53'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, PAGES 164 THROUGH 172, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1324.28 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251 AND ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7106, PAGE 2430 THE FOLLOWING COURSES: SOUTH 00°04'09" EAST, PARALLEL WITH AND 30.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 853.18 FEET; THENCE, RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'38" EAST, 30.00 FEET; THENCE RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 476.14 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°21'13" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 579.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°53'56" WEST, ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'13" WEST, PARALLEL WITH AND 66.00

FEET EAST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 300.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE AFORESAID MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, AND AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING COURSES: NORTH 89°53'56" EAST, 620.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5759.65 FEET, A CENTRAL ANGLE OF 01°04'20", AN ARC LENGTH OF 107.79 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 89°21'46" EAST TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1.01 FEET; THENCE RUN NORTH 88°20'48" EAST, 678.92 FEET TO POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°26'23" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2584.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89°15'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 669.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE RUN SOUTH 00°20'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1344.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE RUN SOUTH 88°58'18" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1332.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1351.30 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 89°32'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1356.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN NORTH 00°29'50" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE 2147.97 FEET TO THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'39" WEST, ALONG THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1321.35 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD; THENCE RUN NORTH 00°21'15" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 544.71 FEET; THENCE RUN NORTH 00°29'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 2603.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

NORTH PARCEL:

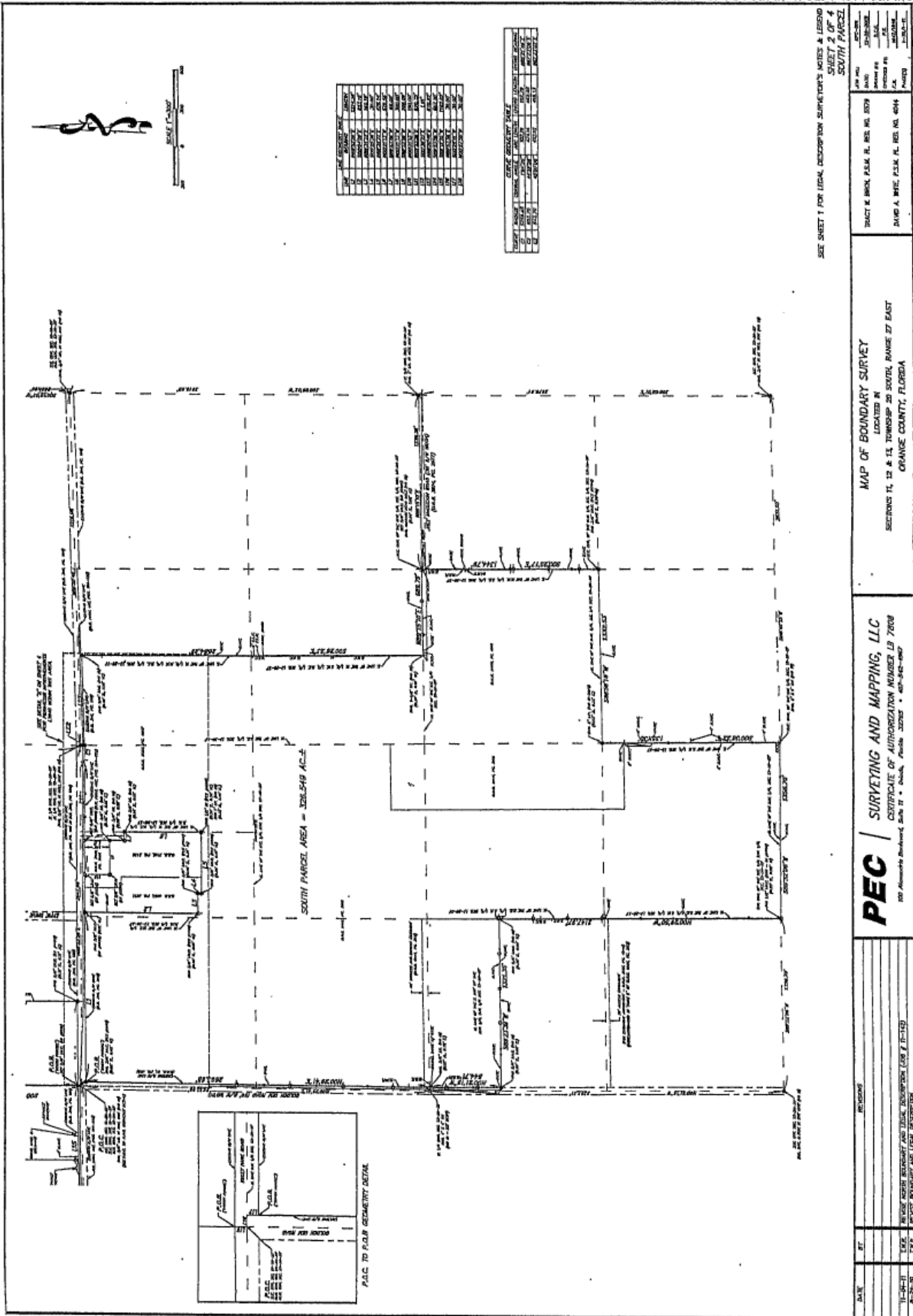
A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9748, PAGE 6465; OFFICIAL RECORDS BOOK 9022, PAGE 3571; OFFICIAL RECORDS BOOK 9022, PAGE 4722; OFFICIAL RECORDS BOOK 6512, PAGE 3520; AND OFFICIAL RECORDS BOOK 9022, PAGE 4215, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

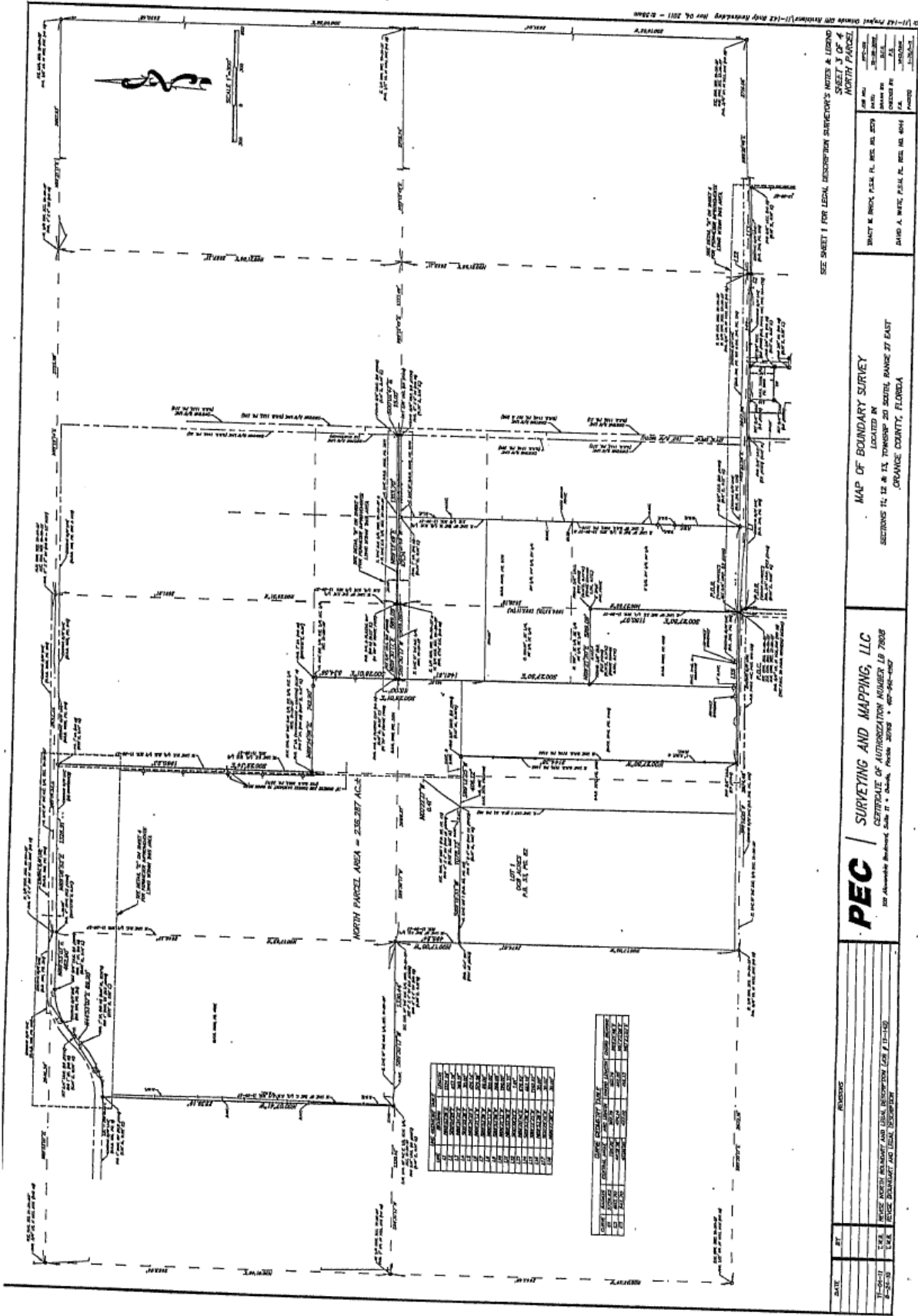
COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°27'50" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1182.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9748, PAGE 6465 AND ALSO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°27'50" WEST, ALONG SAID WEST LINE, 2144.38 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH LINE, 406.12 FEET TO A POINT LYING ON THE EAST LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 0.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°15'33" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1078.73 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST QUARTER, 2239.19 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ONDICH ROAD, AS DESCRIBED IN DEED BOOK 984, PAGE 314, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING OF NORTH 89°15'33" EAST, RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET, AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF

45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET, AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 11; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 89°08'52" EAST, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE, DEPARTING THE AFORESAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER ALSO LYING ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9022, PAGE 3571, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571 THE FOLLOWING COURSES: NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE NORTH LINE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE RUN SOUTH 00°28'01" EAST, 634.56 FEET; THENCE RUN NORTH 89°30'17" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 12; THENCE RUN NORTH 89°12'49" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, DISTANCE OF 1313.70 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF EFFIE DRIVE; THENCE, DEPARTING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571, RUN SOUTH 00°02'47" EAST, ALONG SAID WEST MAINTAINED RIGHT-OF-WAY LINE, 15.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972; THENCE RUN SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE, BEING 15.00 FEET NORTH OF THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER, BY PERPENDICULAR MEASURE, 1313.70 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°30'17" WEST, PARALLEL WITH AND 15.00 FEET FROM, BY PERPENDICULAR MEASURE, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE EAST 589.09 FEET OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID DESCRIBED WEST LINE, PARALLEL WITH AND 589.09 FEET FROM, BY PERPENDICULAR MEASURE, THE SAID EAST LINE OF SAID SECTION 11, A DISTANCE OF 1481.61 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST

QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°21'20" EAST, ALONG SAID SOUTH LINE, 589.09 FEET TO THE EAST LINE OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID EAST LINE, 1150.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN ORANGE COUNTY, FLORIDA AND CONTAIN A COMBINED TOTAL OF 562.836 ACRES, MORE OR LESS.





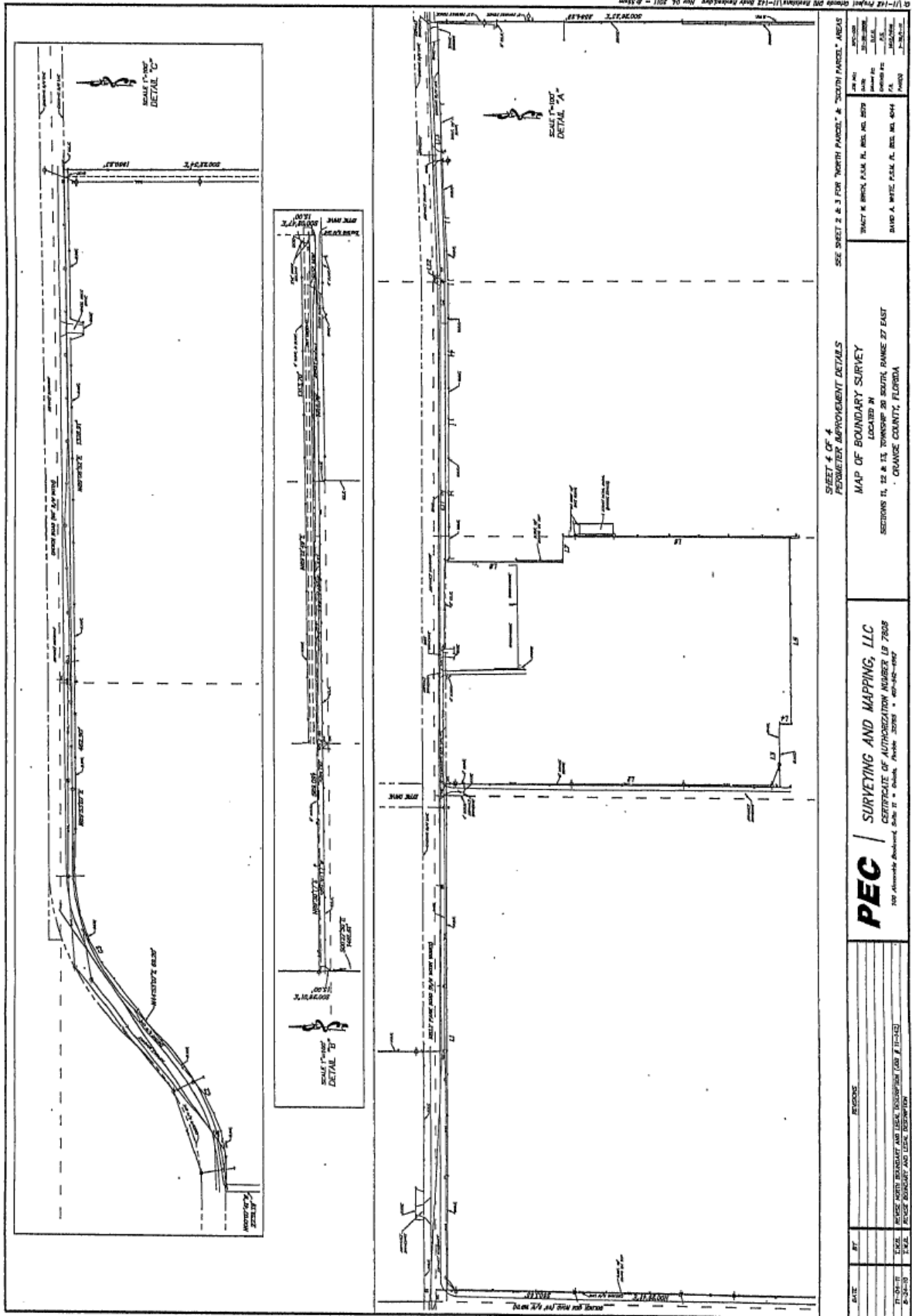


EXHIBIT B MAP H

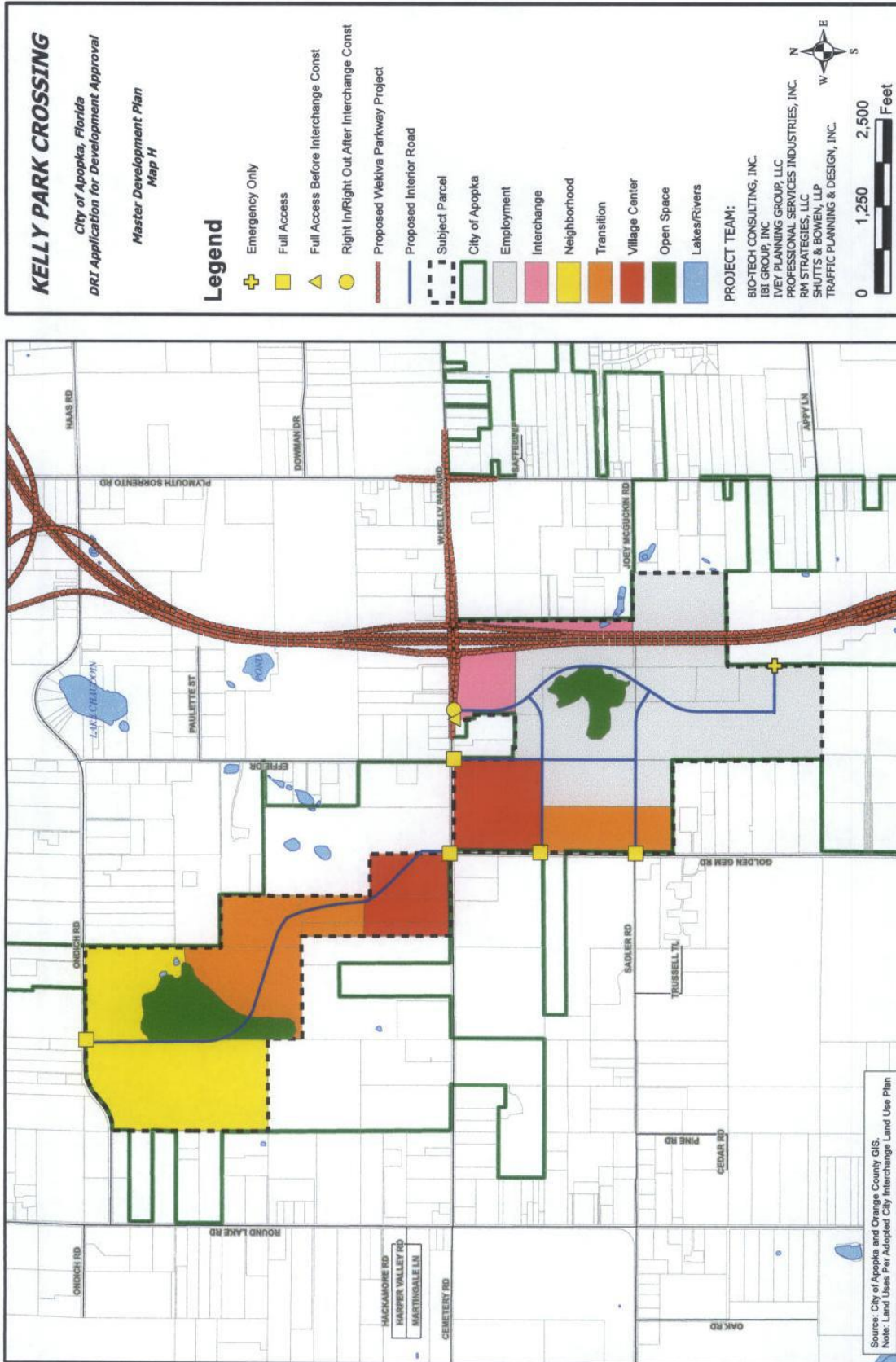


EXHIBIT C

LAND USE EQUIVALENCY MATRIX

**Kelly Park DRI
Land Use Equivalency Matrix**

From \ To	Units	Office	Light Industrial	Retail/ Commercial	Community College	Medical/ Hospital	Residential (Single Family)	Residential (Multi-Family)	Hotel	Institutional	ITE Code	PM Peak Hour Trip Rates
Office	KSF		1.237	0.356	10.000	0.916	1.250	2.069	1.714	0.992	710 (E) ¹	1.20 /KSF
Light Industrial	KSF	0.808		0.288	8.083	0.740	1.010	1.672	1.386	0.802	110 (R)	0.97 /KSF
Retail/Commercial	KSF	2.808	3.474		28.083	2.573	3.510	5.810	4.814	2.785	820 (E) ²	3.37 /KSF
Community College	Student	0.100	0.124	0.036		0.092	0.125	0.207	0.171	0.099	540 (R) ³	0.12 /Student
Medical/Hospital	Bed	1.092	1.351	0.389	10.917		1.365	2.259	1.871	1.083	610 (R)	1.31 /Bed
Residential (Single Family)	DU	0.800	0.990	0.285	8.000	0.733		1.655	1.371	0.793	210 (E) ⁴	0.96 /DU
Residential (Multi-Family)	DU	0.483	0.598	0.172	4.833	0.443	0.604		0.829	0.479	220 (E) ⁵	0.58 /DU
Hotel	Room	0.583	0.722	0.208	5.833	0.534	0.729	1.207		0.579	310 (R)	0.70 /Room
Institutional	KSF	1.008	1.247	0.359	10.083	0.924	1.260	2.086	1.729		730 (R)	1.21 /KSF

Notes: KSF = 1,000 square feet. Unit = Dwelling Unit, R = Rate, E = Equation

Rates obtained from ITE Trip Generation Report, 8th Edition

Trip generation rates based on total pm peak hour trip generation

1. The equation for Office (710) was used with a size of one half of the total proposed office development (1,920,996 / 2 = 960,498), which yields a rate of 1.2 trips/KSF

2. The equation for Shopping Center (820) was used with a size of one half of the total proposed retail development (1,372,140 / 2 = 686,070), which yields a rate of 3.37 trips/KSF

3. The rate for Community College (540) is based on the "student" independent variable

4. The equation for Single Family Residential (210) was used with a size of one half of the total proposed housing development (500 / 2 = 250), which yields a rate of 0.96 trips/KSF

5. The equation for Multi-Family Residential (220) was used with a size of one half of the total proposed apartment development (1050 / 2 = 525), which yields a rate of 0.58 trips/KSF

Traffic Planning and Design, Inc. (2011)

LAND USE MIX TABLE

LAND USE	MINIMUM	CURRENT	MAXIMUM
Office	1,632,847	1,920,996	2,209,145
Light Industrial	4,443,120	5,227,200	6,011,280
Retail/Commercial	1,312,140	1,372,140	1,432,140
Residential	1,395	1550	1,550

Kelly Park Crossing Development of Regional Impact

THIS DEVELOPMENT ORDER is ADOPTED this 1st day of November, 2017 and made effective as of May 17, 2017, by the CITY OF AOPKA, a municipal corporation organized under the Laws of the State of Florida, whose address is 120 East Main Street, Apopka, Florida, 32701-1229, hereinafter referred to as the “City”, upon request from PROJECT ORLANDO, LLC, a Florida limited liability corporation, whose address is 1900 Summit Tower Boulevard, Suite 820, Orlando, Florida. Project Orlando, LLC is hereinafter referred to as the “Applicant” and/or “Developer”.

WHEREAS, this Corrected Amended Development Order is for the Kelly Park Crossing Development of Regional Impact (“DRI” or “Kelly Park Crossing DRI”) and is referred to as the Corrected First Amendment to the Kelly Park Crossing Development of Regional Impact (hereinafter, the “Development Order”); and

WHEREAS, the Development Order concerns a mixed use project located on approximately 564 acres in the City, as more particularly described on **Exhibit A**, attached hereto and(hereinafter referred to as the “DRI Property”), and

WHEREAS, the Applicant for the DRI is Project Orlando, LLC, and for purposes of this Development Order and for Chapter 380, Florida Statutes, Project Orlando, LLC, constitutes the “Developer.” The agent for the DRI is Jeff Welch; and

WHEREAS, the Applicant is desirous of developing the Kelly Park Crossing DRI as a mixed use development consisting of office, retail, light industrial, residential, institutional, hospital, community college, and hotel; and

WHEREAS, the Applicant submitted an Application for Development Approval pursuant to Chapter 380.06, Florida Statutes on December 22, 2010, which was amended by the Response

to Requests for Additional Information, dated March, 2011, and the Second Response to Requests for Additional Information, dated June, 2011 (collectively, the “ADA”); and

WHEREAS, the ADA was reviewed and approved by the East Central Florida Regional Planning Council (“ECFRPC”) on August 17, 2011, and

WHEREAS, the ADA contained a master plan, identified as Map H herein and attached as **Exhibit B**, which was reviewed simultaneously with the ADA; and

WHEREAS, the ADA was coordinated by the City and the Applicant with the City’s adopted Comprehensive Plan including the Wekiva Parkway Interchange Vision Plan,

WHEREAS, all public hearings as required by Chapter 380.06, Florida Statutes, were duly noticed and held, affording the public and all affected parties an opportunity to be heard and to present evidence;

NOW, THEREFORE, be it resolved by the City Council of the City of Apopka, that based upon the findings of fact and conclusions of law set forth below and subject to the terms and conditions which follow, the ADA for Kelly Park Crossings, including Map H (**Exhibit B**), is hereby approved, pursuant to the provisions of Section 380.06, Florida Statutes, and other applicable state laws and the Comprehensive Plan, codes and ordinances of the City.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Applicant filed the ADA with the City and with the ECFRPC as well as Department of Community Affairs (now the Department of Economic Opportunity pursuant to Chapter 2011 Laws of Florida, the “Community Planning Act”) and State and Federal agencies and citizen groups as directed by the ECFRPC.

2. The Applicant is the owner of the real property identified herein, or has the authority to file the ADA and is authorized to obtain a development order pursuant to Chapter 380.06, Florida Statutes.
3. The DRI is not located in an area designated as an Area of Critical State Concern;
4. The DRI is consistent with the adopted State Comprehensive Plan.
5. The DRI including the proposed floor area ratios, is consistent with the City Comprehensive Plan.
6. The DRI is consistent with the Land Development Code.
7. The DRI is consistent with the report and recommendations of the ECFRPC submitted pursuant to subsection 380.06(12).

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EXHIBIT LIST

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CONDITIONS

1. Application for Development Approval. The DRI is approved subject to the following conditions:

- A. The DRI Development Order shall govern the development of the DRI Property.
- B. The Kelly Park Crossing DRI shall be developed in accordance with the information, data, plans and commitments contained in the ADA which includes supplemental information provided in the Responses to Requests for Additional Information all of which are incorporated herein by reference, unless otherwise provided by these recommendations. The final DRI Development Order shall prevail over any conflicting information, data, plan, or commitments. The second response shall prevail over the first response and the first response shall prevail over the original application. For purposes of this condition, the ADA shall consist of the following items:

- a. Application for Development Approval dated December 23, 2010
- b. Responses to Requests for Additional Information #1 dated March 29, 2011
- c. Responses to Requests for Additional Information #2 dated June 10, 2011

2. Project Description.

The DRI is designed to be a mixed-use, high density/intensity development centered around the Kelly Park Road interchange of the proposed Wekiva Parkway. As envisioned in the Wekiva Parkway Protection Act (§369.314, Florida Statutes et. seq.) and the City’s Wekiva Parkway Interchange Vision Plan within the City Comprehensive Plan, the DRI Master Development Plan, attached as **Exhibit B**, calls for intense development proximate to the interchange with densities and intensities decreasing further from the interchange. Mixed use

buildings are allowed throughout the DRI except in those areas designated “Neighborhood” as depicted on Map H (**Exhibit B**). (Legal Description Exhibit A),

The development program presented by the Applicant and herein approved includes:

Land Use	Phase 1	Phase 2	Phase 3	Phase 4	Total Development	FAR	Approximate Acres*
Office	100,000 SF	540,000 SF	641,000 SF	639,996 SF	1,920,996 SF	0.4	84.25
Light Industrial	200,000 SF	3,330,000 SF	1,000,000 SF	727,200 SF	5,227,200 SF	0.6	178.00
Retail/Commercial	100,000 SF	450,000 SF	550,000 SF	272,140 SF	1,372,140 SF	0.3	77.00
Community College	130,680 SF	--			130,680 SF	0.3	20.00
Medical	--	250,000 SF	272,720 SF		522,720 SF	0.4	30.00
Residential	300 DU	400 DU	400 DU	450 DU	1,550 DU	10du/ac	58.00
Conservation							*See footnote below.
Parks	40 Acres	33 Acres	20.75 Acres	--	93.75 Acres	15 %	93.75
Institutional	50,000 SF	50,000 SF	60,000 SF	14,240 SF	174,240 SF	0.4	8.00
Hotel	--	100 RMS	100 RMS	200 RMS	400 RMS	0.4	15.00

(* Conservation land use is estimated at 35 to 45 acres and will be identified at the Master Site Plan submittal. Conservation acreage assigned internal to the DRI may result in reduced acreage for those land uses affected by the designation of conservation acreage. The acreage for any land use may be modified and the location of the conservation lands altered without the need for further development-of-regional-impact review if implemented by Condition 5 or 6 contained herein, as applicable. As set forth in Condition 5, designation of conservation lands may also be satisfied through off-site mitigation.)

3. Rezoning.

- A. The City acknowledges that the development of the DRI Property will occur over time and in phases. The City agrees that due to the size and scope of the proposed development, the duration of the phasing plan, and the uncertainties in the timeframe for construction of the Wekiva Parkway, the Applicant shall be entitled to effect a rezoning for specific parcels or increments of the DRI Property prior to physical development within increment being undertaken (“Incremental Rezoning”). Either before or at the time of submittal of an application for the first Incremental Rezoning, the Applicant shall also submit a conceptual rezoning master plan for the entire DRI Property which shall address conceptually the location of the various uses allowed, including common areas and open space, densities and intensities for permitted uses, traffic circulation for internal roadways, all in conformance with Map H (**Exhibit B**) and the ADA. Further refinement and detailing of the conceptual rezoning master plan as well as a demonstration of conformance with the City’s Land Development Code and the Form Based Code shall be demonstrated within each Incremental Rezoning application. Additionally, each Incremental Rezoning applicable to DRI Property located north of Kelly Park Road shall address the feasibility of establishing roadway connections to other properties designated on the Wekiva Parkway Interchange Vision Plan, and to establish future connection between the DRI and Round Lake Road. Nothing in this development order shall be construed in such a way as to require the applicant/developer to purchase additional properties outside of the Kelly Park Crossing DRI in order to obtain such connections.
- B. The DRI Property is currently utilized for agricultural and silvicultural activities. To ensure compatibility between existing and proposed uses, no new or expanded agricultural

or silvicultural activity may occur within one hundred (100) feet of those increments of the DRI Property rezoned pursuant to this section.

C. The successful implementation of this development order is dependent upon rezoning(s) which, in turn, will require the successful implementation of agreements between the Applicant and City for water ,sewer, parks, and recreation, police and fire (generally referred to as “binding developer’s agreements). Such agreements are referenced throughout this development order. All such agreements shall be consistent with City requirements as may be identified in the City’s Land Development Regulations or other adopted ordinance as well as requirements established by State Law to include Chapter 380.06 (15)(e) 1.

4. **Form Based Code.** The Applicant shall be subject to the Form-Based Code being developed by the City for all lands within the Wekiva Parkway Interchange Vision Plan. The Form-Based Code shall include a master site plan development option (known as Option “B”) for non-residential development. This Option shall be available for (1) development proposing building(s) exceeding 40,000 gross square feet of floor area for larger-scale commercial, industrial, and institutional uses; and (2). office parks, industrial parks, and retail centers greater than fifteen (15) acres in size, for college campuses (with or without on-site residential housing), hotel convention centers, and hospital campuses greater than eight (8) acres in size. The Option “B” master site plan shall be consistent with the Form-Based Code design standards for this development option. This Option “B” master site plan shall demonstrate compatibility and connectivity with adjacent districts and road systems. The developer requesting an Option “B” master site plan shall demonstrate that average wages and salaries

for jobs created by the new development are equal to or greater than the average wages and salaries existing in Apopka at the latest decennial U.S. Census or such other data as may be acceptable to the City.

5. Conversion of Uses.

- A. The Applicant may increase or decrease the amount of a particular land use within the approved development program by using the Equivalency Matrix attached as **Exhibit C**, which is based on equivalent peak hour directional trip ends and is included herein. In order to ensure that a mix of uses is maintained, use of the Equivalency Matrix may increase or decrease the total amount of each land use by no more than the amount provided for in the Land Use Mix Table at **Exhibit C**, and consistent with the substantial deviation criteria identified in Chapter 380.06(19)(b) 1-14, Florida Statutes, unless the Development Order is amended to accommodate such a change. Greater changes than those discussed above shall be considered cumulatively, and shall be subject to normal Development Order amendment processes.
- B. Additionally, changes in land use must address changes to potable water usage and identify if the potable water capacity and allocation under the applicable consumptive use permit are available. Any time the Equivalency Matrix is used, DEO, ECFRPC, the City, Orange County, the FDOT, the SJRWMD, and the School Board of Orange County must be provided notice of the proposal at least thirty (30) days in advance of the change. Use of the Equivalency Matrix will be reported on an individual and cumulative basis and impacts documented in the biennial report. Any future Notice of Proposed Change (“NOPC”) shall incorporate any changes occurring due to the use of the Equivalency matrix.

6. Vegetation and Wildlife.

A. Listed Species. Site development activities on the Property shall not result in the harming, pursuit or harassment of wildlife species classified as endangered, threatened or a species of special concern (“listed species”) in contravention of applicable State or Federal laws. Should such listed species be at any time determined to be nesting or residing on, or otherwise significantly dependent upon the DRI site, the Applicant shall notify FWC, and or FWS, as applicable and to the extent required by laws and regulations, the Applicant shall cease all activities which might negatively affect that individual or population. The Applicant shall provide proper protection, to the satisfaction of all agencies with jurisdiction, as required by statute or regulation. "Harming" and "harassment" as used in this recommendation shall be defined in the same manner as "harm" and "harass" respectively are defined in 50 CFR Section 17.3.

B. Preserve Areas. The Applicant may elect to develop the 14 acres, currently designated on Map H (**Exhibit B**) as “preservation”, located south of Kelly Park Road, and, if such an election is made, shall establish a preserve for the protection of gopher tortoises, Sherman’s fox squirrel and other listed species and indigenous wildlife in the northwest portion of the DRI as provided for in the report and recommendations of the ECFRPC.

Development of the 14-acre area is contingent on other necessary approvals for development (including those identified in this condition) being obtained from the SJRWMD, the U.S. Fish and Wildlife Service, Florida Fish and Wildlife Conservation Commission, and the Department of Environmental Protection, as may be required by law. Pursuing this option will add an additional 107 acres, less approximately a 300 foot strip along the eastern property boundary to access Ondich Road, to the 31 acre preserve in the

northwest portion of the site and allow development of the 14-acre area near the proposed interchange.

As a part of the approval process for the conceptual rezoning master plan referenced in Condition 3 (A), the City and the Applicant shall reach an open space and parks agreement to preserve a minimum of 45 acres to a maximum of 107 acres for a preservation area. This agreement shall consider the appropriate acreage needs for a viable preservation area while also considering the park and open space needs for people who live and work within the Kelly Park DRI . The maximum preservation area obligation by the Applicant is 107 acres. Any acreage above the 45 minimum acres up to the maximum of 107 acres will receive a credit towards 50% of the open space requirements set forth in the Form-Based Code. Any land set aside for the minimum active recreation area shall not qualify as credit.

As an alternative to land preservation internal to the DRI, preservation may be satisfied through off-site preservation if an off-site mitigation program is jointly accepted by the City and FDEP after consultation with the FFWCC.

- C. If a preserve is established, the following principles and guidelines shall be applied via a management plan to be established by the Applicant, reviewed by State permitting agencies, the City, Orange County, and the ECFRPC, as a non-substantial deviation processed as a NOPC. The management plan does not relieve the Applicant of any State or Federal permitting requirements.
 - a. The location of the preserve is to include the existing temperate hardwoods and the improved pasture west and north of the temperate hardwoods, in the northern portion of the development (approximately 100 acres).
 - b. Mowing, controlled burning or livestock grazing are to be utilized to maintain

vegetation height suitable for gopher tortoises, Sherman’s fox squirrels and foraging by sandhill cranes.

- c. Pines, preferably longleaf pine, are to be planted in low densities to increase plant diversity and structure for nesting for Sherman’s fox squirrel. Pines are not to be planted in densities that would impact gopher tortoises.
- d. Pedestrian trails and trail infrastructure that do not impact listed species are recommended.
- e. The road, currently shown on Map H (**Exhibit B**) shall be relocated such that it does not intersect the temperate hardwood area, but is moved eastward closer to the eastern property line.
- f. Wetland buffers shall be consistent with the requirements of State permitting agencies or the requirements of the City, whichever is more stringent.
- g. Drought tolerant plants adapted to site conditions shall be utilized.
- h. The Applicant shall identify recreation uses that will be allowed in conservation areas.
The Management Plan shall also include the following components:
 - i. Provide for management of gopher tortoises consistent with applicable Florida law.
 - j. Establish protocols for exotic and nuisance wildlife and plant control.
 - k. Establish a bear management plan that provides educational materials for residents regarding deterrent methods to reduce human-bear conflicts, provide for a trash receptacle and dumpster program to manage potential bear and other wildlife intrusion and develop rules or ordinances that require business and residents to secure wildlife attractants to prevent potential conflicts with bears.
 - l. Provide for future residents education regarding the purpose and methods of the management plan.

- m. Provide for installation of kestrel nesting boxes at an appropriate density consistent with the known kestrel population on-site, if any.
- n. Provide for the control of feral and free roaming cats to prevent the depredation of Sherman’s fox squirrels and other listed species and indigenous wildlife as recommended by the FWC.
- o. Establish wildlife crossings on interior roads to maintain habitat connectivity where appropriate.
- p. Establish conservation easements and adequate funding to secure and manage preserved areas in perpetuity as needed to implement the management plan. Conservation easements will be conveyed to the SJRWMD, the City, Orange County, the Nature Conservancy, or Florida Audubon, or any other conservation organization whose purpose is the management and preservation of lands.
- q. Conduct biennial wildlife surveys to measure the preserve’s success and provide for biennial reporting of the implementation and effectiveness of the management plan at the time of the biennial report.
- r. Develop a mechanism to make modifications to the management plan that are approved via permitting with such modifications being reported within the appropriate biennial report.

7. Recreation/Parks

The Applicant and the City shall enter into a binding developer’s agreement to address the provision of parks and recreational facilities for the Kelly Park Crossing DRI prior to approval of the first Incremental Rezoning.

8. Water Supply and Water Conservation

- A. The City’s consumptive use permit which expires on September 13, 2031, is anticipated to meet the needs of the City’s projected population including the development generated by the DRI. However, each phase of the DRI, beyond phase 1 as identified in the Condition 2, Project Description, of this Development Order, shall proceed only upon confirmation of adequate water supply sources to support the development of said phase through the City’s consumptive use permit or other sources that are approved by the SJRWMD.
- B. Reasonably available lower-quality sources of water, including storm water, surface water, and reclaimed water, must be distributed for use or used throughout the DRI in place of higher quality water sources according to the SJRWMD rules and applicable state law. Storm water, surface water and reclaimed water shall be maximized as nonpotable water sources for irrigation.
- C. Any wells no longer in use within the DRI boundary shall be properly plugged and abandoned in accordance with SJRWMD rules and regulations. Any change in the use of the wells is subject to SJRWMD’s approval of an appropriate CUP consistent with adopted SJRWMD rules.
- D. Each multifamily residential unit subject to an individual deed for property ownership and nonresidential multi-unit structures shall use submeters for potable water. Multifamily residential units not subject to individual deeds shall use master meters.
- E. . Development within the Kelly Park Crossing DRI shall comply with applicable provisions of the City’s Landscape and Irrigation Ordinance No. 2069.
- F. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Water Sense-labeled water-conserving fixtures or equivalent

performing fixtures shall be installed in all residential and nonresidential buildings and structures.

- G. The covenants, codes and deed restrictions shall require that only U.S. Environmental Protection Agency Energy Star-labeled water-conserving fixtures or equivalent performing fixtures shall be installed in all residential and nonresidential buildings and structures.
- H. The Applicant shall implement the water conservation practices described in the ADA and subsequent sufficiency responses to maximize water conservation and enhance water quality.
- I. The Applicant shall obtain water from the City subject to the City’s rate resolutions and ordinances. The Applicant shall enter into an agreement with the City addressing the timing and funding of potable water and nonpotable water infrastructure projects that are needed to support the DRI.
- J. A distribution system for nonpotable water (i.e., storm water, surface water and reclaimed water) shall be installed concurrently with both residential and nonresidential development within the DRI. The Applicant and the City shall enter into an agreement addressing the timing and funding of the nonpotable water system. The nonpotable distribution system shall be developed parallel to and concurrently with the potable water distribution system for utilization. All irrigation systems installed in the development shall be designed to accept nonpotable water.

9. Wastewater Management.

- A. Development of the DRI shall proceed concurrent with the provision of adequate central sewer service meeting the adopted level of service standards in the City Comprehensive

Plan. The Applicant shall enter into an agreement with the City addressing responsibility for the design, construction and funding of central sewer lines to service the DRI.

10. Stormwater Management.

- A. The stormwater management system shall be designed as a stormwater reuse system, when feasible, to maximize the amount of surface water that will be available for irrigation needs throughout the development.
- B. The Applicant will employ best management practices for erosion and turbidity control.
- C. Low Impact Development (LID) techniques are recommended for the stormwater system to the extent allowed by the SJRWMD. Consultation with the Program for Resource Efficient Communities at the University of Florida’s Institute for Food and Agricultural Services is recommended.
- D. The Kelly Park Crossing DRI shall comply with applicable provisions of the City’s Landscape and Irrigation Ordinance No. 2069.

11. Energy & Technology.

- A. Development within the DRI shall comply with the City’s natural gas ordinance that is being developed. This requirement shall not be used to prohibit development until an ordinance is adopted. Any site plan or subdivision plan submitted within Kelly Park Crossing prior to such adoption will be vested from this ordinance.

- 12. Solid Waste.** Development within the DRI shall occur consistent with the adopted level of service standards for solid waste identified in the City Comprehensive Plan. The handling,

storage, transportation and disposal of any hazardous materials within the DRI will comply with local, state, and federal rules, regulations and laws. All users, generators and operators within the DRI property shall be required to adhere to all federal, state and local laws, codes, ordinances, rules and regulations with respect to the use, management and disposal of hazardous waste.

13. Fire, Police, EMS. Police, fire and EMS service will be provided by the City. This condition does not preclude the application of interlocal agreements for mutual support.

The Applicant and the City shall enter into a binding developer’s agreement to address the provision of fire, police, and EMS services for Kelly Park Crossing DRI, prior to the approval of the first Incremental Rezoning. Fire/Police/EMS Facilities sites constitutes an Institutional use for purposes of the development program at Condition 2.

14. Affordable Housing. The Affordable Housing Analysis prepared for the Kelly Park Crossing DRI ADA using the approved ECFRPC methodology concluded that affordable housing will be available at the conclusion of Phase 1. Additional studies shall be conducted for all future phases prior to their commencement. If the ECFRPC methodology is applied, compliance with the ECFRPC methodology shall also mean meeting the requirements to appropriately mitigate impacts for each phase as identified in said methodology. The Kelly Park Crossing DRI can mitigate for very low and/or low affordable housing deficiencies with accessory dwelling units only if found by the City to be consistent with existing zoning requirements and supporting land development regulations.

15. Education. The Kelly Park Crossing DRI shall enter an agreement with the Orange County School Board to address school capacity needs created by the DRI.

16. Transportation.

- a. The Kelly Park Crossing DRI shall be divided into the following vehicular traffic phases based on reaching any of the following thresholds or years, as indicated below.

Phase & Year	Daily Trips	Daily Trips Cumulative	External* Daily Trips	External* Daily Trips Cumulative	Peak Hour Trips	Peak Hour Trips Cumulative	External* Peak Hour Trips	External* Peak Hour Trips Cumulative
<u>Phase 1</u> <u>2023</u>	17,907**	17,907	16,121	16,121	1,497	1,497	1,332	1,332
<u>Phase 2</u> <u>2028</u>	58,868	76,775	46,078	62,199	5,979	7,476	5,089	6,421
<u>Phase 3</u> <u>2033</u>	40,708	117,483	32,375	94,574	4,215	11,691	3,507	9,928
<u>Phase 4</u> <u>2038</u>	21,041	138,521	47,388	141,962	2,533	14,224	2,153	12,081

External trips reflect anticipated internalization reductions but not passer-by reductions

Phase 1 shall be 17,907 daily trips. Mitigation for phase 1 development must be secured by a development agreement prior to commencement of phase 1 development. Subsequent to phase 1 but prior to the initiation of each phase thereafter as identified in the preceding paragraph, the Applicant shall conduct a monitoring/modeling (M&M) program. This program shall ascertain the Level of Service (“LOS”) on facilities where the pending phase of (starting with phase 2) Kelly Park Crossing DRI is estimated to contribute an amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The methodology of the M&M program shall be agreed upon by the City, the ECFRPC, Orange County, Lake County, the Florida Department of Transportation (“FDOT”), and the Florida Department of Economic Opportunity and the Applicant. The depth of each M&M effort shall be similar to that required

within an ADA (to include all subsequent phases for projected roadway adversity testing) but shall be consistent with the requirements of the City Concurrency Management Systems (if in effect) as it relates to facilities within that jurisdiction. Empirical data will be required to be collected for the M&M program on facilities where it is estimated that the DRI contributes an amount of traffic greater than or equal to five percent (5%) of the adopted LOS maximum service volume. This may include an origin-destination survey to verify DRI trip distribution on the external roadway network no earlier than seventy-five percent (75%) through any applicable Phase. The origin-destination survey shall also verify the percentage of DRI trips that travel on the Wekiva Parkway. A trip generation and internal capture study shall be performed to verify trip generation and internal capture assumptions for the development. In the event that all parties cannot come to agreement on the methodology, the ECFRPC, FDOT, the City, Orange County and Lake County shall be the final arbiters. The City's decision shall be final as it relates to its facilities; if required by law, the FDOT's decision shall be final on the strategic intermodal system; Orange County's decision shall be final on Orange County facilities; Lake County's decision shall be final on Lake County facilities; and the ECFRPC's decisions shall be final as it relates to all other facilities. Each M&M program shall provide a roadway needs analysis for each future phase as well as the phase being tested for mitigation requirements.

The facilities to be monitored/modeled for the next phase shall include, but shall not be limited to, those segments of the regional roadways listed below and one segment beyond where the Kelly Park Crossing DRI phase is estimated to contribute a cumulative amount of traffic greater than or equal to five percent (5%) of the adopted LOS service volume. The analyzed

facilities will include signalized intersections and link analyses of collector and higher classified roadways and interchange ramps.

The City, the ECFRPC, Orange County, Lake County, FDOT, and DEO shall have the right to make reasonable requests for additional information from the Applicant to verify adherence to these provisions. The Applicant shall supply adequate information toward compliance with these requirements.

Candidate Roadways for Monitoring and Modeling

Roadway Facility	From	To
US 441	CR 473	Bradshaw Road
SR 46	US 441	CR 437 north
SR 429 (Expressway)	Florida’s Turnpike	Apopka Bypass (John Land Expressway)
Wekiva Parkway	SR 429	Interstate 4
CR 435 (Rock Springs Road)	Kelly Park Road	Sandpiper Road
CR 435 (Park Avenue)	Sandpiper Road	Cleveland Street
CR 435 (Clarcona Road)	Cleveland Street	Clarcona-Ocoee Road
CR 437	CR 44A	Orange-Lake County Line
Plymouth –Sorrento Road	Orange-Lake County Line	US 441
Welch Road	Vick Road	Wekiva Springs Road
Binion Road/Orange Avenue	Apopka Ocoee Road	US 441
Errol Parkway	Lake Francis Drive	Lake Arden Drive
Golden Gem Road	Kelly Park Road	Ponkan Road
Haas Road	Plymouth Sorrento Road	Mt. Plymouth Road
Jason Dwelley Parkway	Kelly Park Road	Ponkan Road
Kelly Park Road	Round Lake Road	Rock Springs Road
Lake Francis Drive	Schopke Lester Road	Vick Road
Lester Road	Schopke Road	Plymouth Sorrento Road
Mt. Plymouth Road	Kelly Park Road	Lake County Line
CR 435	Orange County Line	SR 46
Ondich Road	Round Lake Road	Plymouth Sorrento Road
Ponkan Road	Orange Blossom Trail	Rock Springs Road
Round Lake Road	Ponkan Road	Wolf Branch Road

Sadler Avenue	Lake County Line	Orange Blossom Trail
Sadler Avenue/Sadler Road	Orange Blossom Trail	Round Lake Road
Vick Road	Old Dixie Highway	Ponkan Road
Wolf Branch Road	US 441	CR 437
Yothers Road	US 441	Plymouth Sorrento Road

- b. The Kelly Park Crossing DRI shall not commence beyond Phase 1 (as defined herein) into Phase 2 or into subsequent phases when service levels are below the minimum service level adopted in the applicable local government’s comprehensive plan during the peak hour and if the DRI is projected to contribute with the next phase of traffic, five percent (5%) of the adopted LOS service volume of the roadway or intersection unless mitigation measures and/or improvements are secured and committed for completion of construction during the phase in which the impacts occur. Backlogged facilities shall be exempt from mitigation requirements. This shall be determined by the M&M program required in the preceding condition. The schedule of required roadway improvements shall be tied to the development level when the improvement is needed within each phase. The Development Order shall be amended to incorporate the required improvements and the commensurate trip level by which the improvement is needed to support DRI development.
- c. Adequate “secured and committed” mitigation measures shall include one of the following:
- i. A roadway improvement scheduled for construction within the first three (3) years of the appropriate local government’s adopted comprehensive plan capital improvement element (or as otherwise provided in the applicable jurisdiction’s capital improvement element) or; a roadway improvement scheduled for

- construction within the first three (3) years of the FDOT’s five-year Work Program.
- ii. A binding, financially secured and irrevocable commitment by the Applicant or other appropriate persons or entities for the design, engineering, land acquisition and actual construction of the necessary improvements coupled with the posting of a cash bond, surety bond, irrevocable letter of credit, escrow account or other security in a form acceptable to the agency of jurisdiction within the next three (3) years and incorporated by reference into the development order.
 - iii. Any other mitigation option specifically provided for in this development order.
 - iv. Any other mitigation option permitted by law, including but not limited to a local government development agreement consistent with Chapter 163, Florida Statutes, which ameliorates the projected impact and is incorporated into the DRI Development Order by amendment.
 - v. A proportionate share agreement provided by the Applicant with the City and the jurisdiction or agency whose roadway is impacted, pursuant to Rule 9J-2.045, F.A.C., and Chapter 380.06(15)(e), or Section 163.3180(5)(h)3., Florida Statutes, if applicable at time of agreement.
- d. The above mitigation measures shall occur by the required threshold in order for the DRI to proceed through the balance of the applicable phase. If the Applicant can demonstrate that a portion of a phase does not adversely affect the Regional Roadway network as determined by the M&M tests discussed above, then the Applicant may proceed with that portion of the phase (and only that portion).

- e. In the event that a roadway widening is identified which is not compatible with adopted policy of the FDOT or local government (e.g., constrained), the Applicant, the City, or the party having either maintenance or jurisdictional responsibility for the facility, shall determine alternate mitigation solutions to provide for the movement of people.
- G. Toward the achievement of the objectives in the two preceding conditions, an agreement(s) among the City, Orange County, Lake County, the FDOT, the OOCEA and the Applicant may be created to address and clarify such issues related to equity in the application of collected fees for transportation improvements. In such an event, application of fees shall be applied in a manner consistent with the appropriate rules adopted by the State of Florida or by existing interlocal agreements. However, such an agreement would not alter or waive the provisions and requirements of the other conditions of the Development Order as a mitigated measure for the transportation impacts for the Kelly Park Crossing DRI. In the event that one of the designated parties to the agreement (other than the Applicant) fails to execute said interlocal agreement(s) within the specified time, then the Applicant may proceed with the DRI based upon the modeling M&M schedule and all other recommendations specified herein as it affects the non-participating party. Separate agreements may be entered into with one or more parties and the Applicant.
- H. The following table lists the Phase 1 improvement needs required to mitigate the DRI's intersection impacts during Phase 1. The City and the Applicant shall enter into a proportionate share agreement which addresses the improvement costs, timing of mitigation payments, the option of pipelining proportionate share mitigation fees, and

adequate provisions for transportation impact fee credits against proportionate share and mitigation fees.

Phase 1 Intersection Improvement Needs

Roadway/Intersection	Proposed Improvement
SR 46 at CR 437 South	Provide a NB right-turn lane
US 441 at Sadler Avenue	Provide EB and WB left-turn lanes
US 441 at Plymouth-Sorrento Road	Re-stripe to provide an EB and WB auxiliary through lane along US 441. Restripe SB approach to provide an exclusive SB right-turn and shared SB lane for left and right-turns.
Kelly Park Road at Round Lake Road	Add WB right-turn lane.
Kelly Park Road at Plymouth-Sorrento Road	Add EB left-turn lane and re-time signal
Ponkan Road at Plymouth-Sorrento Road	Add NB left-turn lane and re-time signal

I. The following list of improvements has been identified as the result of significant and adverse impacts from the Kelly Park Crossing DRI. It is anticipated that these will be refined by the M&M process prior to each phase. Since widening of roadways may not be compatible with state and local plans, transit operations or alternate parallel facility improvements should also be considered. A timeframe and responsible party for the implementation of the following improvements, as amended by the M&M program, shall be identified at the beginning of each phase.

Phase 2 (2020)			
Roadway	From	To	Improvement Need
US 441	Yothers Road	Hermit Smith Road	6 Lane Divided
	Plymouth Sorrento Road	Park Avenue	6 Lane Divided
SR 46	Vista View	Round Lake Road	4 Lane Divided

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	CR 437 South	CR 437 North	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Plymouth Sorrento Road	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Phase 3 (2025)			
US 441	SR 19/Duncan Drive	US 19/Bay Street	8 Lane Divided Equivalent
	Donnelly Street	Wolf Branch Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Plant Street	6 Lane Expressway
CR 435/Park Avenue	Orange Street	US 441	6 Lane Divided
CR 435/Clarcona Road	Keene Road	Clarcona-Ocoee Road	4 Lane Divided
Welch Road	Vick Road	Rock Springs Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Golden Gem Road	Jason Dwelley Parkway	4 Lane Divided
Round Lake Road	Orange County Line	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lake Francis Drive	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided
Phase 4 (2030)			
US 441	CR 473	Old US 441	8 Lane Divided Equivalent
	SR 19/Duncan Drive	Donnelly Street	8 Lane Divided Equivalent
	Donnelly Street	Sadler Road	6 Lane Divided
	Yothers Road	Bradshaw Road	6 Lane Divided
SR 46	US 441	Round Lake Road	4 Lane Divided
	CR 437 South	CR 437 North	4 Lane Divided
SR 429 (Expressway)	Florida's Turnpike	Apopka Bypass	6 Lane Expressway
	Kelly Park Road	Rock Ridge Boulevard	6 Lane Divided

CR 435/Rock Springs Road	Welch Road	Sandpiper Road	6 Lane Divided
CR 435/Park Avenue	US 441	M Gladded Boulevard	4 Lane Divided
CR 435/Clarcona Road	Cleveland Street	Clarcona-Ocoee Road	4 Lane Divided
CR 437	SR 44	Orange County Line	4 Lane Divided
Welch Road	Vick Road	Ustler Road	4 Lane Divided
Golden Gem Road	Kelly Park Road	Ponkan Road	4 Lane Divided
Kelly Park Road	Round Lake Road	Jason Dwelley Parkway	4 Lane Divided
Kelly Park Road	Mt. Plymouth-Sorrento Road	Rock Springs Road.	4 Lane Divided
CR 435	Orange County Line	Dubstread Drive	4 Lane Divided
Round Lake Road	Kelly Park Road	Wolf Branch Road	4 Lane Divided
Sadler Road	Lake County Line	Round Tree Road	4 Lane Divided
Vick Road	Welch Road	Lester Road	4 Lane Divided
Wolf Branch Road	US 441	Britt Road	4 Lane Divided

J. If the modeling M&M results as set forth above show that improvements must be made to roadway facilities, and if mitigation is not provided as set forth in these conditions or as otherwise required pursuant to Rule 9J-2.045(7), then prior to any construction of future phases and subject to the provisions of Chapter 380.06(15)(e), Florida Statutes, the Applicant, the City and the entity with jurisdiction over the roadway facility may enter into an agreement which ensures that:

- i. proportionate share payment is made by the Applicant to the appropriate entity(ies) to mitigate DRI impacts; and
- ii. said proportionate share payment shall be used by the appropriate entity only for the design, engineering, right-of-way purchase, permitting and/or construction of improvement to the segments/intersections for which the payment is made; and

- iii. said proportionate share payment by the Applicant constitutes adequate provision for the public facilities needed with respect to the road segments to accommodate the impacts of the DRI through the phase for which the proportionate share was calculated, as required by Chapter 380.15(e)(2), Florida Statutes. All such proportionate share agreements shall be included in this Development Order by amendment pursuant to Chapter 380.06(19), Florida Statutes. The formula to be used to determine proportionate share contribution is as follows:

$$\frac{(\text{DRI Trips})}{\text{SV Increase}} \times \text{Cost} = \text{Proportionate Share}$$

- iv. For this formula, DRI Trips is the cumulative number of trips from the development expected to reach the roadway during the peak hour from the phase under development. Service Volume (“SV”) increase is the change in peak hour maximum service volume of the roadway resulting from construction of the improvement necessary to maintain the desired level of service; and Cost of Improvement is the cost (at the time of Applicant’s payment) of constructing an improvement necessary to maintain the desired level of service, including all improvement associated costs (engineering design, right-of-way acquisition, planning, engineering, inspection and other associated physical development costs directly required and associated with the construction of the improvement) as determined by the governmental agency having maintenance obligations over the roadway. Transit service and facilities shall be considered in the proportionate share calculations.
- v. Pursuant to COMMUNITY PLANNING ACT OF 2011 (2011-139 F.S.), the proportionate share provisions above shall be reexamined to address the provisions

contained therein, and, in the event of a conflict, the Statute shall prevail. Nothing in this development order shall require the Applicant to fund improvements when such funding is inconsistent with the provisions of Florida Statute or Florida Administrative Code. Should an agency disagree with an exemption allowed by the City under this paragraph, the final arbiter on interpreting the Act shall be the DEO.

- K. Notwithstanding any provision contained herein to the contrary, except as specifically agreed to in writing, the City and the entity with jurisdiction over the roadway facility shall have no financial responsibility to contribute to or participate in the funding of the design, engineering, permitting and/or construction of roadway improvements unless otherwise required to do so by State law.
- L. The M&M required prior to each phase or subphase shall be used to verify impacts from previous phases and to more accurately estimate probable impacts from later phases. The M&M program undertaken prior to Phase 2 shall also assess full buildout. If necessary, the proportionate share amount will be adjusted to reflect actual impacts from a phase and the more accurate information, which will result from the estimates for later phases. If it is verified that the roadway improvements mentioned above are still needed, then the DRI shall not proceed into later phases until either the proportionate share payment is made or the needed improvements are scheduled for construction in the applicable entities' work program within the first three (3) years from the date when impacts are estimated to be significant and adverse. Pursuant to the COMMUNITY PLANNING ACT OF 2011, the requirements above shall be reexamined to address the provisions contained therein. In the event that the Act (COMMUNITY PLANNING ACT OF 2011) addresses the mitigation

of transportation impacts in a different manner than those options provided herein, the Applicant may elect to utilize the options afforded by the Act.

- M. Student enrollment for the community college shall initially be limited to 1,866 students. However, if the demand for additional enrollment is established in the future, the conversion matrix may be applied to convert from another use such that the peak-hour peak-direction trips for the current phase of the Kelly Park DRI are not increased.
- N. The Kelly Park DRI shall not proceed with any portion of the development program that would result in DRI trips above the threshold identified for Phase 1 until the Wekiva Parkway toll facility is constructed and operational. In the event that construction of the Wekiva Parkway is terminated or delayed indefinitely, additional local and state review and approvals will be required for any portion of the DRI beyond Phase 1 to reevaluate impacts and the viability of future development phases.
- O. If the parties cannot reach agreement independently prior to the date when impacts are estimated to be significant and adverse, or if so desired by the parties at any time, then the issues in dispute shall be submitted to the ECFRPC for either voluntary mediation pursuant to its adopted dispute resolution process or to binding arbitration pursuant to the rules and procedures of the American Arbitration Association (“AAA”) unless otherwise agreed by the parties in dispute. The solutions recommended as a result of this process shall be implemented and the Development Order amended pursuant to Chapter 380.06(19), Florida Statutes, to include these solutions.
- P. In order to provide safe access and to preserve operational capacity, the need for deceleration lanes shall be determined by the appropriate permitting agencies and if required, installed by the Applicant. The Applicant and the appropriate permitting agencies

shall confirm the need for and the cost of signalization at the DRI entrances consistent with policies of the City and the appropriate permitting agencies. Signal costs and geometric improvements at DRI entrances are the financial responsibility of the Applicant through DRI buildout unless other traffic warrants such signalization or improvements in advance of DRI demand or other nearby development contributes traffic to the subject intersection, in which case, the Applicant may pay an appropriate fair share for signalization costs as determined by the City.

- Q. The development plan will include multiple roadways through the Kelly Park Crossing DRI in order to provide adequate capacity, to provide alternative routes and to lessen the impacts to community cohesiveness.
- R. To reduce the impacts on arterial roads, the Kelly Park Crossings DRI will include a gridded and connected street network and shall restrict cul-du-sacs and dead end streets except as may be provided in Condition 4, Option B, of this development order. The DRI will connect to existing and future street networks on and off site when practical as determined by the City in conjunction with Orange County. The applicant will not be required to purchase additional property(ies) to implement this condition. Nothing in this recommendation is intended to preclude the Applicant from developing a use where a campus is desired without a grid network, or in the event that a grid network would create otherwise unnecessary environmental impacts to wetlands or upland preserve areas.
- S. The Applicant shall cooperate with LYNX to identify the need and confirm the steps necessary to implement the following:
 - i. By Phase 3, identify a potential location for a 200 space park and ride lot proximate to the Wekiva Parkway and Kelly Park Road interchange, which may be shared with

- commercial uses.
- ii. Coordinate with LYNX and Kelly Park Crossing DRI businesses to promote workplace flextime strategies.
 - iii. Reserve sites with adequate size and accessibility for future transit routes, stops and amenities (passenger shelters, transit parking bays and parking spaces for vanpool vehicles) in the development area. During the design, the Applicant shall consult the Lynx Central Florida Mobility Design Manual available at www.golynx.com under publications.
 - iv. Preferential parking for employees who participate in ridesharing programs.
 - v. Financial assistance to provide a route to the site once LYNX and the City determine that ridership levels justify such a connection to the system. Said financial contribution shall be based on a proportionate share of ridership to or from the Kelly Park Crossing DRI, to the extent allowed by law.
 - vi. Coordinate with FDOT's ReThink program (www.rethinkyourcommute.com) in order to increase the modal split of the DRI.
 - vii. Should the Orange Blossom Express (along the US 441 corridor through Apopka) become operational for rail transit, the Applicant shall assess actions to facilitate ridership on the system, including but not limited to shuttle operations to and from the nearest station during peak traffic hours.
- T. In the interest of safety, and to promote alternative forms of transportation, the Applicant shall provide the following bicycle and pedestrian systems:
- i. The on-site bicycle systems shall be connected into any external bicycle systems abutting the Kelly Park Crossing DRI and existing at the time of construction within

- the DRI, and shall anticipate the connection to the Wekiva Trail.
- ii. Bicycle and pedestrian facilities shall adhere to minimum state standards as contained in the Florida Bicycle Facilities Planning and Design Handbook.
 - iii. Provided that there is no conflict with the City’s adopted Form Based Code, covered walkways shall be designed into the front of non-residential structures to the maximum extent practicable, but such provision shall not be construed so as to create a mandatory design element, but to create a heightened sensitivity to ensuring cover from the elements for pedestrians.
 - iv. In all areas of the Kelly Park Crossing DRI where cycling will be accomplished on both sidewalk/bikeways and streets, appropriate signage identifying bike routes shall be installed.
 - v. Special consideration shall be given to bikeways connecting neighboring residential areas to employment and commercial areas and schools.
 - vi. Bicycle support facilities, such as parking racks and/or lockers, shall be provided at commercial areas and work areas.
 - vii. DRI roadways and improvements to area roadways approaching the site are recommended to incorporate bicycle and pedestrian facilities.

17. Historical and Archaeological Sites. The Applicant, or any other subsequent developers developing within the DRI, shall notify, or ensure the notification of construction personnel, through posted advisories or other methods, of the potential for artifact discoveries on the Kelly Park Crossing DRI site and to report suspected findings to the DRI manager. In the event of discovery of artifacts of historic or archaeological significance during construction, the Applicant and/or subsequent developers shall immediately halt any construction activity within

one hundred fifty (150) feet of the location of any discovery that has the potential to adversely affect the archeological find; and will, within three (3) business days of the discovery of artifacts notify the City and the Division of Historical Resources (“DHR”) of the Florida Department of State. Thereafter, the Applicant will coordinate the evaluation of the artifacts with review agencies and provide any professional assistance necessary to document, relocate, preserve or conserve the site and/or physical artifacts; provide proper protection of the discovery in accordance with applicable law; and provide a written report to the agencies listed above documenting the results of the site evaluation and mitigation/preservation actions proposed or completed. The process and actions described above shall not extend beyond one hundred twenty (120) days to allow evaluation of the site, and, thereafter, the Applicant may continue with development.

18. Green Development Standards. The Kelly Park Crossing DRI shall meet the standards of any of the following: the US Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Florida Green Building Coalition (FGBC), the Green Building Initiative’s Green Globes program or any other nationally recognized, green building system that is approved by the Department of Management Services (DMS). The Kelly Park Crossing DRI shall at a minimum, meet Energy Star standards for all development.

19. Outdoor Lighting. Appropriate “dark skies” measures shall be implemented in all new construction except in areas proximate to the interchange area, provided that acceptable public safety and security are maintained. Actions to direct lights downward and away from existing rural areas may be based upon the Model Lighting Ordinance Users Guide from the

Illuminating Engineering Society. These provisions may be accessed at http://docs.darksky.org/MLO/MLO_FINAL_June2011.pdf.

20. Monitoring Official and Procedures. The City Administrator, or his or her designee, shall be responsible for monitoring the development and enforcing the provisions of this Development Order. The City shall not issue any permits or approvals or provide any extensions of services if the Applicant fails to comply with this Development Order. This Development Order will be enforced by the City of Apopka through implementation of its adopted Comprehensive Plan, Land Development Code, Code Enforcement by the designated Zoning Official of the City, pursuant to the provisions of Section 380.11, Florida Statutes, or as otherwise provided by law.

21. Phasing and Buildout. The Kelly Park Crossing DRI is to be developed as a four-phase project as described in the table below. The projected buildout date for all DRI development is December 31, 2038. The Applicant shall commence physical development of five percent (5%) of Phase 1 of the DRI (e.g. one hundred seventy-two (172) [residential units, commercial square footage, etc.] or equivalent number of PM peak-hour external trips) within twelve (12) years after the effective date of this Development Order, otherwise this Development Order shall expire. Should the Applicant donate property to the City for an institutional use (e.g. fire station, police station, City Hall Annex, etc.) the maximum FAR allowed under the adopted comprehensive plan shall be assigned to the parcel and the square footages resulting from this analysis shall be applied to the 5% of phase 1 referenced herein. Alternatively, should the applicant commence construction on the spine road from Kelly Park Crossing to Ondich Road within ten years of the effective date of this development order then the five percent threshold

shall have been met. The Applicant and the City estimate that approximately twenty (20) years will be required to complete the development described herein once development has commenced.

Since adoption of the Form Based Code (FBC) is required and since the applicant is prohibited from proceeding with project development until such time of its adoption, the City and the applicant agree that the dates contained herein may be adjusted to reflect the FBC adoption date. Commencement shall be the date of adoption of the FBC. Expiration is estimated to be 20 years from commencement, with four five year phases in between. No further amendments to this development order will be necessary to adjust the commencement, phase, down zoning, or expiration dates made in order to adjust to the Form Based Code's adoption.

Development within a given phase of Kelly Park crossing may occur anywhere within the project so long as the conditions of this development order are met and said development has obtained all other necessary approvals and permits.

22. Biennial Reporting Requirement. In accordance with Chapter 380.06(18), Florida Statutes, the Applicant, its successors or assigns, shall submit a biennial report on or before the two year anniversary date of this Development Order and in every other or second year thereafter during the buildout of the DRI (the "Biennial Report"). The Biennial Report shall be submitted to the City, the ECFRPC, the DCA (or successor agency, as applicable), the SJRWMD and all affected agencies formally requesting copies of the same in writing to the Applicant. The contents of the Biennial Report shall comply with the relevant conditions of

approval of this Development Order, Chapter 380.06(18), Florida Statutes, Rule 9J-2.025(7), F.A.C, and any and all other and further information required under applicable law. The Biennial Report shall include a statement that all persons/agencies listed above or otherwise entitled to receive the Biennial Report have been sent copies and the failure to timely submit the Biennial Report may subject the Applicant and the Kelly Park Crossing DRI to the temporary suspension of this Development Order in accordance with Chapter 380.06(18), Florida Statutes. In each biennial report the Applicant shall provide information and documentation as to how and in what manner the DRI is striving to meet and/or is meeting the foregoing energy goals.

23. Downzoning Protection. In accordance with Section 380.06(15), Florida Statutes, the DRI, as approved in this Development Order, shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2038, as such date may be extended, unless the Applicant consents to such change, or the City demonstrates that substantial changes in the conditions underlying the approval of the Development Order have occurred or unless the City demonstrates that the Development Order was based on substantially inaccurate information provided by the Applicant or unless the change is clearly established by the City to be essential to the public health, safety, or welfare.

Glossary of Acronyms Used

AAA	American Arbitration Association
ACOE/USACOE	Army Corps of Engineers
ADA	Application for Development Approval
AM&M	Annual Monitoring & Modeling
BRT	Bus Rapid Transit
CCR	Codes, Covenants and Restrictions
CDD	Community Development District
CSDA	Critical Smoke Dispersal Area
DEO	Department of Economic Opportunity
DHR	Division of Historical Resources
DO	Development Order
DRI	Development of Regional Impact
ECFRPC	East Central Florida Regional Planning Council
ERP	Environmental Review Permit
FAC	Florida Administrative Code
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FFWCC/FWC	Florida Fish and Wildlife Conservation Commission
FGBC	Florida Green Building Coalition
FIHS	Florida Intrastate Highway System
FLEPPC	Florida Exotic Pest Plant Council
USFWS/FWC	US Fish and Wildlife Service
HMP	Habitat Management Plan
LEED	Leadership in Energy and Environmental Design
LOS	Level of Service
MDA	Master Development Association

M&M	Monitoring & Modeling
MMTD	Multimodal Transit District
MPO	Metropolitan Planning Organization
NOPC	Notification of a Proposed Change
OHW	Ordinary High Water
SFS	Sherman’s fox squirrel
SHCA	Strategic Habitat Conservation Area
SJRWMD	St. Johns River Water Management District
SOAR	System Operation Assessment Report
SV	Service Volume
TMDL	Total Maximum Daily Load
TOD	Transit Oriented Development
USFWS/FWS	US Fish and Wildlife Service
USGBC	US Green Building Council

EXHIBIT A PROPERTY DESCRIPTION

LEGAL DESCRIPTION:

SOUTH PARCEL:

A TRACT OF LAND LYING IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 27 EAST BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9192, PAGE 3515; OFFICIAL RECORDS BOOK 9022, PAGE 4867; OFFICIAL RECORDS BOOK 7529, PAGE 1955; OFFICIAL RECORDS BOOK 6844, PAGE 562; AND OFFICIAL RECORDS BOOK 9022, PAGE 4561, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 13 FOR A POINT OF REFERENCE; THENCE RUN NORTH 89°53'56" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 30.00 FEET TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 61, PAGE 315, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 00°29'41" WEST, ALONG SAID NORTHERLY EXTENSION LINE, 30.00 FEET TO THE POINT OF INTERSECTION OF THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD WITH THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 190, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA; THENCE RUN NORTH 89°53'56" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, AND ALSO ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE MAPS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 1324.28 FEET TO THE NORTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4983, PAGE 3251 AND ALONG THE SOUTHERLY AND EASTERLY LINES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7106, PAGE 2430 THE FOLLOWING COURSES: SOUTH 00°04'09" EAST, PARALLEL WITH AND 30.00 FEET EAST OF, BY PERPENDICULAR MEASURE, THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 853.18 FEET; THENCE, RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 160.19 FEET; THENCE RUN SOUTH 00°25'38" EAST, 30.00 FEET; THENCE RUN NORTH 89°34'22" EAST, PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 476.14 FEET TO THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 00°21'13" WEST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 579.56 FEET TO A POINT LYING ON THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°53'56" WEST, ALONG THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 66.00 FEET; THENCE RUN NORTH 00°21'13" WEST, PARALLEL WITH AND 66.00

FEET EAST OF, BY PERPENDICULAR MEASURE, THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 300.00 FEET TO SAID SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD; THENCE RUN ALONG THE SOUTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DEPICTED ON THE AFORESAID MAPS OF ORANGE COUNTY ROAD BOND PROJECT 49E, AND AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA THE FOLLOWING COURSES:
NORTH 89°53'56" EAST, 620.35 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5759.65 FEET, A CENTRAL ANGLE OF 01°04'20", AN ARC LENGTH OF 107.79 FEET, A CHORD LENGTH OF 107.79 FEET, AND A CHORD BEARING OF NORTH 89°21'46" EAST TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 1.01 FEET; THENCE RUN NORTH 88°20'48" EAST, 678.92 FEET TO POINT LYING ON THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 00°26'23" EAST, ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE WEST ONE-HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, A DISTANCE OF 2584.29 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13; THENCE RUN NORTH 89°15'10" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 669.79 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SOUTHEAST QUARTER; THENCE RUN SOUTH 00°20'17" EAST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, A DISTANCE OF 1344.79 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE RUN SOUTH 88°58'18" WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 1332.53 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN SOUTH 00°38'22" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1351.30 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 89°32'06" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1356.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13; THENCE RUN NORTH 00°29'50" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, AND THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, A DISTANCE 2147.97 FEET TO THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE RUN SOUTH 89°23'39" WEST, ALONG THE NORTH LINE OF THE SOUTH 800.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13, A DISTANCE OF 1321.35 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF GOLDEN GEM ROAD; THENCE RUN NORTH 00°21'15" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, 544.71 FEET; THENCE RUN NORTH 00°29'41" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE 2603.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH,

NORTH PARCEL:

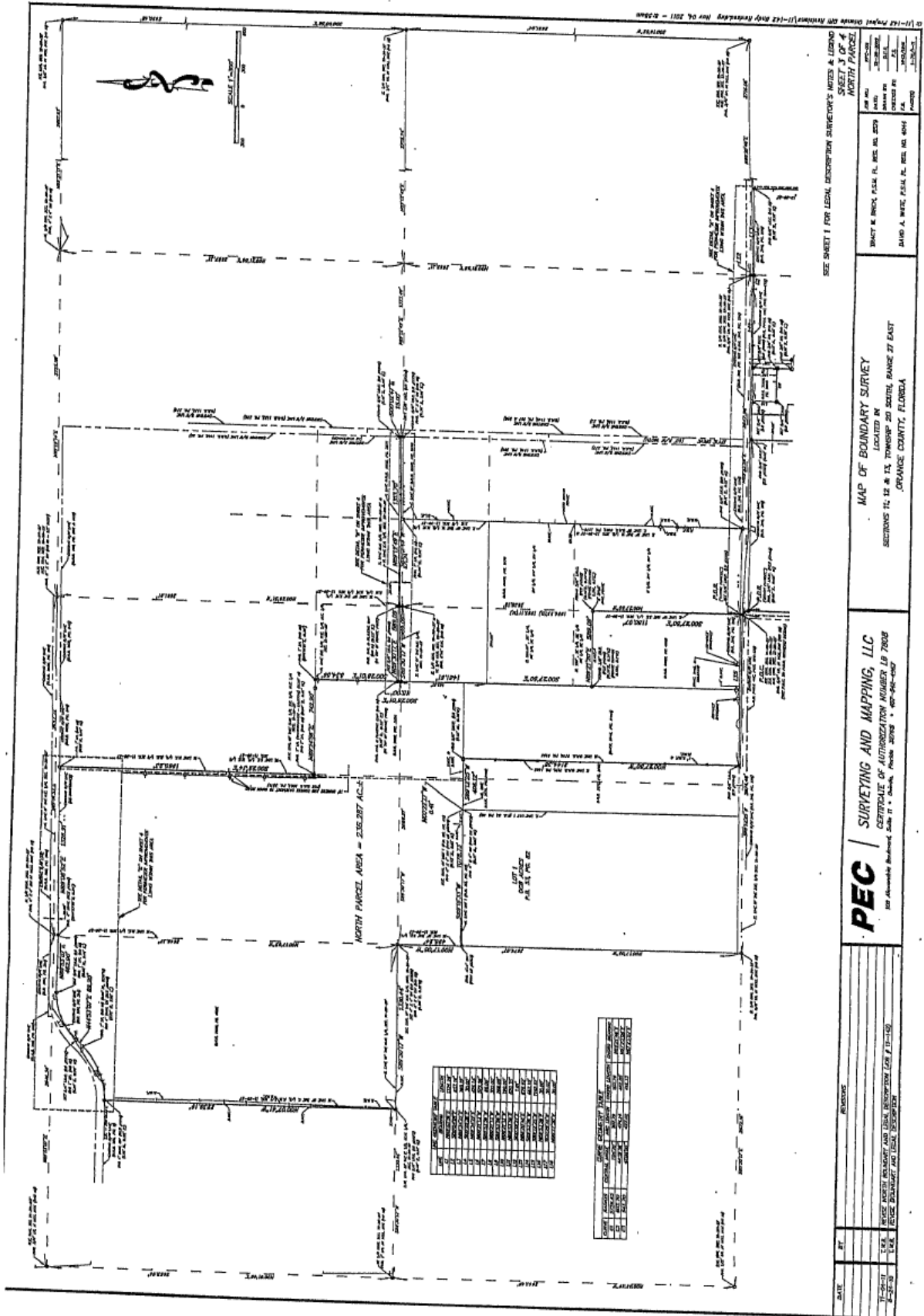
A TRACT OF LAND LYING IN SECTIONS 11 AND 12, TOWNSHIP 20 SOUTH, RANGE 27 EAST, BEING THOSE LANDS DESCRIBED IN THE FOLLOWING DOCUMENTS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA: OFFICIAL RECORDS BOOK 9748, PAGE 6465; OFFICIAL RECORDS BOOK 9022, PAGE 3571; OFFICIAL RECORDS BOOK 9022, PAGE 4722; OFFICIAL RECORDS BOOK 6512, PAGE 3520; AND OFFICIAL RECORDS BOOK 9022, PAGE 4215, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 11 FOR A POINT OF REFERENCE; THENCE RUN NORTH 00°27'50" WEST, ALONG THE EAST LINE OF SAID SECTION 11, A DISTANCE OF 30.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF KELLY PARK ROAD, AS DESCRIBED IN DEED BOOK 398, PAGE 158, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1182.82 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9748, PAGE 6465 AND ALSO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°27'50" WEST, ALONG SAID WEST LINE, 2144.38 FEET TO THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7171, PAGE 1402; THENCE RUN SOUTH 89°12'25" WEST, ALONG SAID NORTH LINE, 406.12 FEET TO A POINT LYING ON THE EAST LINE OF LOT 1, OCB ACRES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 53, PAGE 82, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN NORTH 00°22'27" WEST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 0.41 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE RUN SOUTH 89°15'33" WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 1078.73 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN NORTH 00°17'05" WEST, ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER, 498.24 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 89°30'17" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 1330.44 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SAID NORTHWEST QUARTER OF SECTION 11; THENCE RUN NORTH 00°07'41" WEST, ALONG THE WEST LINE OF SAID EAST ONE-HALF OF THE NORTHWEST QUARTER, 2239.19 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF ONDICH ROAD, AS DESCRIBED IN DEED BOOK 984, PAGE 314, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND ALONG THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD THE FOLLOWING COURSES: THENCE, FROM A TANGENT BEARING OF NORTH 89°15'33" EAST, RUN NORTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE, HAVING A RADIUS OF 603.70 FEET, A CENTRAL ANGLE OF 44°59'58", AN ARC LENGTH OF 474.14 FEET, A CHORD LENGTH OF 462.05 FEET, AND A CHORD BEARING OF NORTH 67°23'06" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 44°53'07" EAST, 69.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 543.70 FEET, A CENTRAL ANGLE OF

45°00'00", AN ARC LENGTH OF 427.02 FEET, A CHORD LENGTH OF 416.13 FEET, AND A CHORD BEARING OF NORTH 67°23'07" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 89°53'07" EAST, 462.90 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF AFORESAID SECTION 11; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, RUN NORTH 89°08'52" EAST, PARALLEL WITH AND 30.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1328.91 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE, DEPARTING THE AFORESAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF ONDICH ROAD, RUN SOUTH 00°22'34" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 1960.23 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, SAID CORNER ALSO LYING ON THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS 9022, PAGE 3571, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571 THE FOLLOWING COURSES: NORTH 89°24'56" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ALONG THE NORTH LINE THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 742.90 FEET; THENCE RUN SOUTH 00°28'01" EAST, 634.56 FEET; THENCE RUN NORTH 89°30'17" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 12; THENCE RUN NORTH 89°12'49" EAST, PARALLEL WITH AND 30.00 FEET NORTH OF, BY PERPENDICULAR MEASURE, THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 12, DISTANCE OF 1313.70 FEET TO THE WEST MAINTAINED RIGHT-OF-WAY LINE OF EFFIE DRIVE; THENCE, DEPARTING THE NORTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 9022, PAGE 3571, RUN SOUTH 00°02'47" EAST, ALONG SAID WEST MAINTAINED RIGHT-OF-WAY LINE, 15.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972; THENCE RUN SOUTH 89°12'49" WEST, ALONG SAID NORTH LINE, BEING 15.00 FEET NORTH OF THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER, BY PERPENDICULAR MEASURE, 1313.70 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 12; THENCE RUN SOUTH 89°30'17" WEST, PARALLEL WITH AND 15.00 FEET FROM, BY PERPENDICULAR MEASURE, THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, A DISTANCE OF 589.09 FEET TO THE WEST LINE OF THE EAST 589.09 FEET OF SAID NORTHEAST QUARTER OF SECTION 11; THENCE RUN SOUTH 00°28'01" EAST, ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF THE SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6082, PAGES 1970 THROUGH 1972, A DISTANCE OF 15.00 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID DESCRIBED WEST LINE, PARALLEL WITH AND 589.09 FEET FROM, BY PERPENDICULAR MEASURE, THE SAID EAST LINE OF SAID SECTION 11, A DISTANCE OF 1481.61 FEET TO THE SOUTH LINE OF THE NORTH 150.00 FEET OF THE EAST 589.09 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST

QUARTER OF SAID SECTION 11; THENCE RUN NORTH 89°21'20" EAST, ALONG SAID SOUTH LINE, 589.09 FEET TO THE EAST LINE OF SAID SECTION 11; THENCE RUN SOUTH 00°27'50" EAST, ALONG SAID EAST LINE, 1150.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACTS OF LAND LIE IN ORANGE COUNTY, FLORIDA AND CONTAIN A COMBINED TOTAL OF 562.836 ACRES, MORE OR LESS.



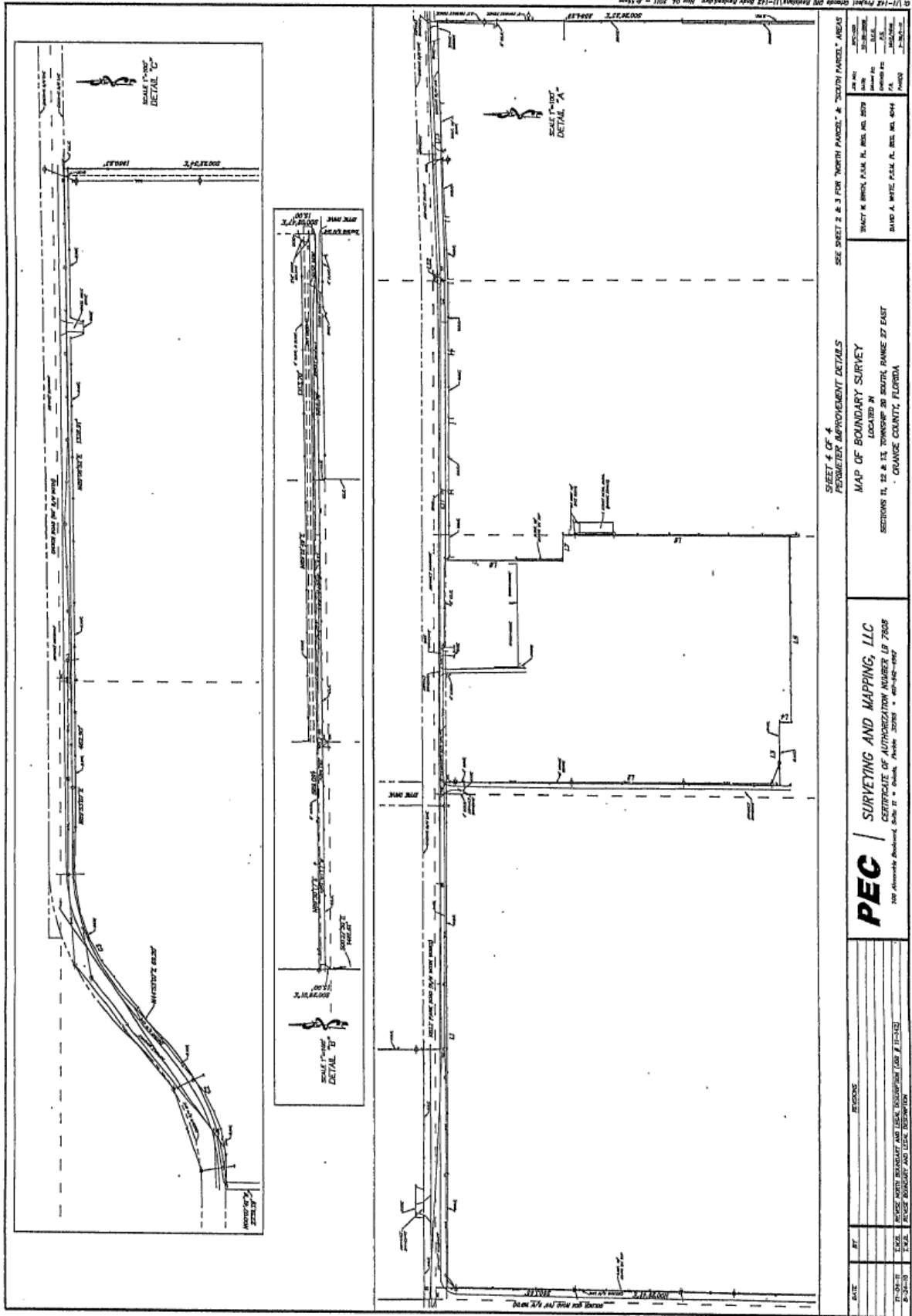


EXHIBIT B MAP H

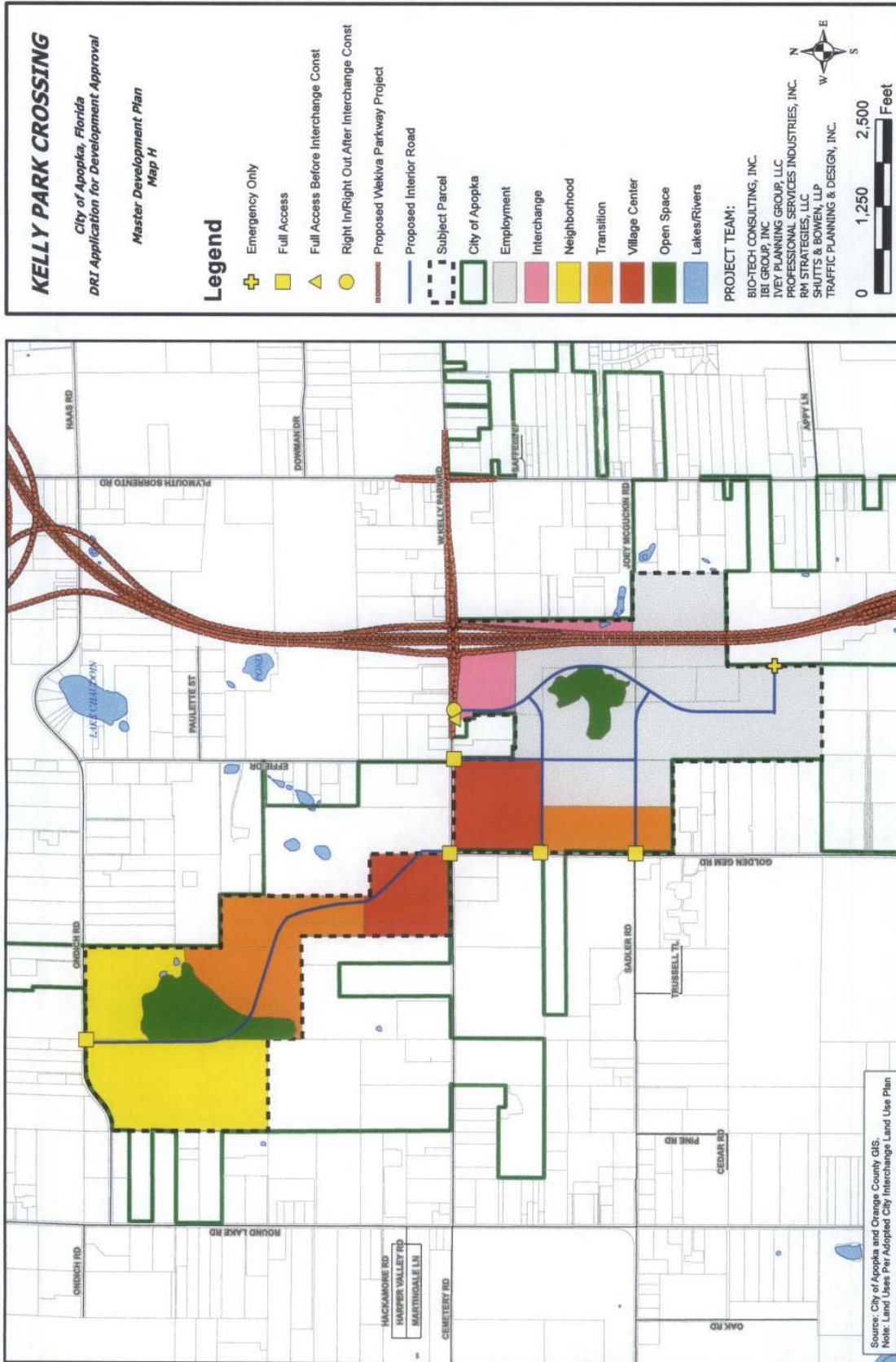


EXHIBIT C

LAND USE EQUIVALENCY MATRIX

**Kelly Park DRI
Land Use Equivalency Matrix**

From \ To	Units	Office	Light Industrial	Retail/ Commercial	Community College	Medical/ Hospital	Residential (Single Family)	Residential (Multi-Family)	Hotel	Institutional	ITE Code	PM Peak Hour Trip Rates
Office	KSF		1.237	0.356	10.000	0.916	1.250	2.069	1.714	0.992	710 (E) ¹	1.20 /KSF
Light Industrial	KSF	0.808		0.288	8.083	0.740	1.010	1.672	1.386	0.802	110 (R)	0.97 /KSF
Retail/Commercial	KSF	2.808	3.474		28.083	2.573	3.510	5.810	4.814	2.785	820 (E) ²	3.37 /KSF
Community College	Student	0.100	0.124	0.036		0.092	0.125	0.207	0.171	0.099	540 (R) ³	0.12 /Student
Medical/Hospital	Bed	1.092	1.351	0.389	10.917		1.365	2.259	1.871	1.083	610 (R)	1.31 /Bed
Residential (Single Family)	DU	0.800	0.990	0.285	8.000	0.733		1.655	1.371	0.793	210 (E) ⁴	0.96 /DU
Residential (Multi-Family)	DU	0.483	0.598	0.172	4.833	0.443	0.604		0.829	0.479	220 (E) ⁵	0.58 /DU
Hotel	Room	0.583	0.722	0.208	5.833	0.534	0.729	1.207		0.579	310 (R)	0.70 /Room
Institutional	KSF	1.008	1.247	0.359	10.083	0.924	1.260	2.086	1.729		730 (R)	1.21 /KSF

Notes: KSF = 1,000 square feet. Unit = Dwelling Unit, R = Rate, E = Equation

Rates obtained from ITE Trip Generation Report, 8th Edition

Trip generation rates based on total pm peak hour trip generation

1. The equation for Office (710) was used with a size of one half of the total proposed office development (1,920,996 / 2 = 960,498), which yields a rate of 1.2 trips/KSF

2. The equation for Shopping Center (820) was used with a size of one half of the total proposed retail development (1,372,140 / 2 = 686,070), which yields a rate of 3.37 trips/KSF

3. The rate for Community College (540) is based on the "student" independent variable

4. The equation for Single Family Residential (210) was used with a size of one half of the total proposed housing development (500 / 2 = 250), which yields a rate of 0.96 trips/KSF

5. The equation for Multi-Family Residential (220) was used with a size of one half of the total proposed apartment development (1050 / 2 = 525), which yields a rate of 0.58 trips/KSF

Traffic Planning and Design, Inc. (2011)

LAND USE MIX TABLE

LAND USE	MINIMUM	CURRENT	MAXIMUM
Office	1,632,847	1,920,996	2,209,145
Light Industrial	4,443,120	5,227,200	6,011,280
Retail/Commercial	1,312,140	1,372,140	1,432,140
Residential	1,395	1550	1,550

Backup material for agenda item:

2. Ordinance No. 2584 – First Reading - Change of Zoning/PUD Master Plan - Quasi-Judicial David Moon
Project: East of Ocoee Apopka Road, north of McCormick Road - Oak Pointe South (aka Thompson Hills Est.)



**CITY OF APOPKA
CITY COUNCIL**

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: PUD Master Plan

MEETING OF: November 1, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Use Map
 Master Site Plan\ PDP, which includes:
 Residential Architectural Renderings
 Gate Entrance Feature

SUBJECT: ORDINANCE NO. 2584 – CHANGE OF ZONING – THOMPSON HILLS ESTATES LLC (OAK POINTE SOUTH PUD)

REQUEST: FIRST READING OF ORDINANCE NO. 2584 – CHANGE OF ZONING – THOMPSON HILLS ESTATES LLC, FROM PLANNED UNIT DEVELOPMENT TO PLANNED UNIT DEVELOPMENT (NEW MASTER PLAN); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER/APPLICANT: Thompson Hills Estates LLC (Oak Pointe PUD)
 LOCATION: East of Ocoee Apopka Road, north of McCormick Road
 PARCEL ID NUMBERS: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00-030
 EXISTING USE: Vacant
 FLUM DESIGNATION: Mixed Use
 CURRENT ZONING: PUD (Planned Unit Development)
 PROPOSED DEVELOPMENT: Single-family and townhome residential development
 PROPOSED ZONING: Planned Unit Development (PUD) (New Master Site Plan)
 TRACT SIZE: 69.7 +/- acres
 PROPOSED DEVELOPMENT: 118 single family homes; 106 townhome units

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS:

Process: A Planned Unit Development (PUD) zoning currently is assigned to the subject property. The PUD Master Plan associated with the subject property expired several years ago. A PUD new master plan must be approved through a rezoning hearing process. As part of the PUD

Development Summary: The PUD Master Plan includes 106 townhomes and 118 single family homes within a gated community with private streets. A single master homeowners association will serve both the single family homes and townhomes.

- Single family lots typically have a minimum width of 70 feet and a minimum lot area of 8,400 sq. ft., a minimum house livable area of 1,500 sq. ft., and a minimum two-car enclosed garage. A small percent of single family lots (6.8% totaling 8 lots) have a minimum typical lot width of 65 feet and a minimum lot area of 7,800 sq. ft., also with a minimum house livable area of 1,500 sq. ft. and a minimum two-car enclosed garage. No three-car garages are allowed.
- Townhomes will have a minimum lot width of 23 feet and a minimum lot area of 2,530 sq. ft. All townhome units offer a one-car enclosed garage. No two-car enclosed garages are proposed by the developer. Some (75 units) have a one-car driveway; some (31 units) have a two-car driveway.
- Two parks are provided and will be accessible to all residents. Tract N-1 provides a community swimming pool and a cabana with a parking lot. A second community park provides outdoor recreation on 2.03 acres (Tract K-6) and includes a fenced-in dog park.
- To accommodate a private, gated community, the applicant requests to vacate the right-of-way for Irmalee Road, a gated paved public right-of-way ranging in width from 80 feet to as much as 250 feet. One other property owner (not associated with the PUD application) is surrounding by the PUD Master Plan and accesses Irmalee Lane. This one-acre parcel will be granted access rights to the private road if the Irmalee ROW is vacated by City Council.
- Access will occur through a road connection to McCormick Road and a future road connection to Ocoee-Apopka Road. A gate will be located at both the north and south entrances. An emergency gate will be located on the eastern boundary, connecting to Pelock Drive within the Apopka Woods community.
- Perimeter buffers include: a ten foot buffer with a six-foot high brick wall along the western property line adjacent to S.R. 429, a six-foot high vinyl fence within a ten foot buffer next to the Apopka Woods community and next to the County's Northwest Reclamation facility.

Existing Conditions: The Oak Point property owner also owns 69.89 acres serviced by a gated public road – Irmalee Lane. The site typically has a flat topography with no wetlands. Located along the north side of McCormick Road, the PUD Master Plan The City of Ocoee is situated along the south side of McCormick Road. The proposed residential PUD Master Plan abuts land zoned commercial. The commercial land sites between McCormick Road and the single family residential Master Plan are not part of the PUD application. An existing public road – Irmalee Lane – extends from McCormick Road northward through the property. Apopka Woods is a 76 lot, single family residential neighborhood that abuts most of the eastern boundary of Oak Point. Typical lots within Apopka wood have a minimum width of 70 feet and a minimum lot area of 7,500 sq. ft.

The Orange County Northwest Reclamation Water Facility on portions of its north and northwest boundary, the Apopka Woods residential community (R-2 zoning, 70 foot wide lots),

Directly to the south of Oak Pointe is a private gated residential community – McCormick Woods – with typical lots of 70 x 125 (8,750 sq. ft.).

Annexation History: The subject properties were annexed into the City via Ordinance 1651 on December 18, 2002. A public road with a right-of-way width ranging from 80 to 150 feet extends from McCormick Road to the Tract L-1 of the project.

Recreation Amenities:

Tract N-1

- Swimming Pool.
- Pool area surrounded by a 36” viburnum hedge, crepe myrtles, magnolia trees, live oak trees, and approved ground cover.
- Pool parking lot - 13 parking plus one handicap parking space.
- Bike rack located adjacent to parking lot.
- 2,200 +/- SF Cabana located next to the pool surrounded by landscaping that blends with the pool landscaping.
- The cabana will be partially open, with the open area surrounded by a four foot metal guardrail/fence.
- A paved sidewalk from the Cabana connects to the sidewalk along Street I.
- An outdoor shower will be placed on both the east and west sides of the building.
- The pool and cabana are appropriately located near the center of the development, easily accessible to both the single family residential units and the townhome.

Tract L-6

- Two multi-purpose playing fields.
- Mulched walking trail around the perimeter of the Tract.
- Paved sidewalk will placed along the west side of the park, connecting Street I with the Tot Lot, Dog Park, and parking lot.
- Paved sidewalk will connect the parking lot at Tract O-1 with the paved sidewalk along the west side of the park.
- Three picnic tables.
- Litter receptacle - 24” X 30” size.
- Eight benches, each with armrests.
- Tot Lot with playground equipment – slides, climbing equipment.
- Dog park with five foot high vinyl coated chain link fence, screened with a viburnum hedge.
- Dogipot aluminum pet station with pet waste receptacle.
- Dog park will be handicap accessible.
- Bike rack located in Tract K-5, between the parking lot and sidewalk along the west side of the park.
- Pedestrian level lighting
- Park area surrounded by a viburnum hedge, sabal palms, crepe myrtles, magnolia trees, live oak trees, and approved ground cover.

RECOMMENDED PUD CONDITIONS OF APPROVAL:

1. A development agreement must be approved by City Council that addresses dedication of a 60-foot wide right-of-way from the northern project line to Ocoee-Apopka Road following alignment delineated in the Oak Pointe North Master Plan; addresses the construction of the southern road from PUD south to McCormick Road; address access rights for the owner and subsequent owners of parcel number 29-21-28-0000-00-037 and addresses project phasing and development conditions.
2. For all recreation and park improvements, a performance bond in an amount acceptable to the City is required if such improvements do not receive a certificate of completion by the first building permit issued for a residential development.
3. Tree removal and arbor mitigation fee shall be determined at the time of the Final Development Plan.
4. Number and location of handicapped parking spaces shall be determined at the time of the Final Development Plan.
5. All recreation areas\parks shall be irrigated.
6. Townhome and single family home architectural design shall be determined at the Final Development Plan. The current renderings shall be removed from the PUD Master Plan and are not part of the Master Plan approval.
7. Current gate at south end of Irmalee Lane at McCormick Road shall be removed by Oak Pointe owner within 14 days of written request of the city engineer.
8. Irmalee Road vacate is approved by City Council upon adoption of the Oak Pointe PUD Ordinance. The road vacate shall be processed as part of the platting process.
9. The spine road from McCormick Road to the northern property line shall be completed prior to the issuance of the first certificate of occupancy for a residential unit.
10. All infrastructure that will be dedicated to the City and all roads and sidewalks shall be constructed to city standards as demonstrated in the Final Development Plan.
11. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after approval of these Master Plan provisions, the approval of the Master Plan provisions will expire. At such time, the City Council may:
 - a. Permit a single one-year extension for submittal of the required Final Development Plan;
 - b. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Plan provisions and any conditions of approval; or
 - c. Rezone the property to a more appropriate zoning classification.
12. Unless otherwise addressed within the PUD development standards, the R-3 zoning standards will apply to the Townhomes and R-2 zoning standards to the single family lots. No residential duplex units are allowed.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Low Future Land Use designation and is consistent with the Land Development Code subject to the recommended DRC development conditions.

SCHOOL CAPACITY REPORT: A capacity enhancement agreement and/or school mitigation agreement with OCPS or a letter exempting the project from school capacity enhancement is required prior to submittal of a final development plan.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County 30 days before any public hearing or advisory board. The City properly notified Orange County on May 19, 2017.

PUBLIC HEARING SCHEDULE:

August 8, 2017 - Planning Commission (5:30 pm)

September 6, 2017 - City Council (1:30 pm) - 1st Reading (continued to date certain – Nov. 1, 2017)

November 1, 2017– City Council (1:30 pm) – 1st Reading

November 15, 2017– City Council (7:00 pm) - 2nd Reading

DULY ADVERTISED:

July 21, 2017 – Public Notice and Notification

November 3, 2017– ¼ Page w/Map Ordinance Heading Ad

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Oak Pointe Planned Unit Development Master Plan and Preliminary Development Plan subject to the DRC Conditions of Approval.

The **Planning Commission**, at its meeting on August 8, 2017, recommended by a vote of 3/1 to approve the Planned Unit Development Zoning and the Master Plan and Preliminary Development Plan subject to a legal opinion being provided to City Council as to whether the amendment is consistent with the Comprehensive Plan and Land Development Code; and the findings and facts presented in the staff report.

City Council:

At its September 6, 2017 meeting, City Council motion to reschedule public hearings for Ordinance 2584 until November 1, 1:30 pm, and November 15, 7:00 pm to allow time for the annexation of the Irmalee Lane Right-of-Way.

Recommended Motion: Accept Ordinance 2584 at First Reading and Hold it Over for Second Reading and Adoption on November 15, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ZONING REPORT

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	Rural (0-1 du/10 ac)	A-1	Northwest Water Reclamation Facility
East (City)	Residential Low (0-5 du/ac)	R-2	Apopka Woods subdivision
South (City)	Commercial (max 0.25 FAR)	C-1	Vacant commercial\McCormick Rd
West (City & County)	“City” Mixed Use & “County” Rural (0-1 du/10 ac)	Mixed-EC & A-1	SR 429 ROW & Retention Pond

LAND USE &

TRAFFIC COMPATIBILITY:

The property has access to a Major Arterial roadway (McCormick Road) and future access to Ocoee Apopka Road to the north. A proposed internal spine road (Irmalee Lane, currently a gated public road) will be a private gated road and provide connectivity to both Ocoee Apopka to the north and McCormick Road to the south for future residents of Oak Pointe. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential and rural.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

The proposed PUD zoning is compatible with policies set forth in the Comprehensive Plan.

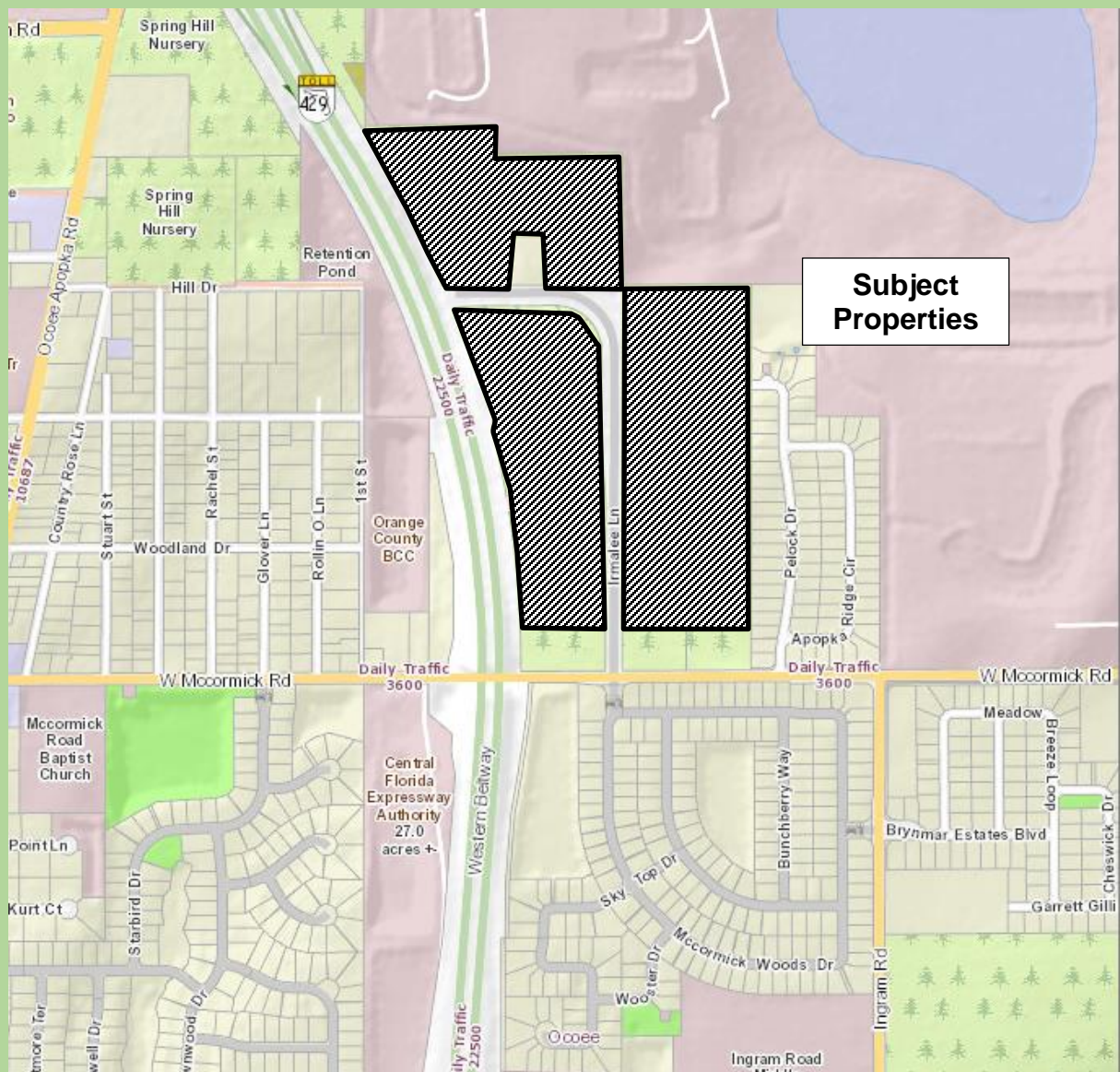
**ALLOWABLE
 USES:**

Single-family and townhome residential uses as set forth within the Planned Unit Development Master Plan.



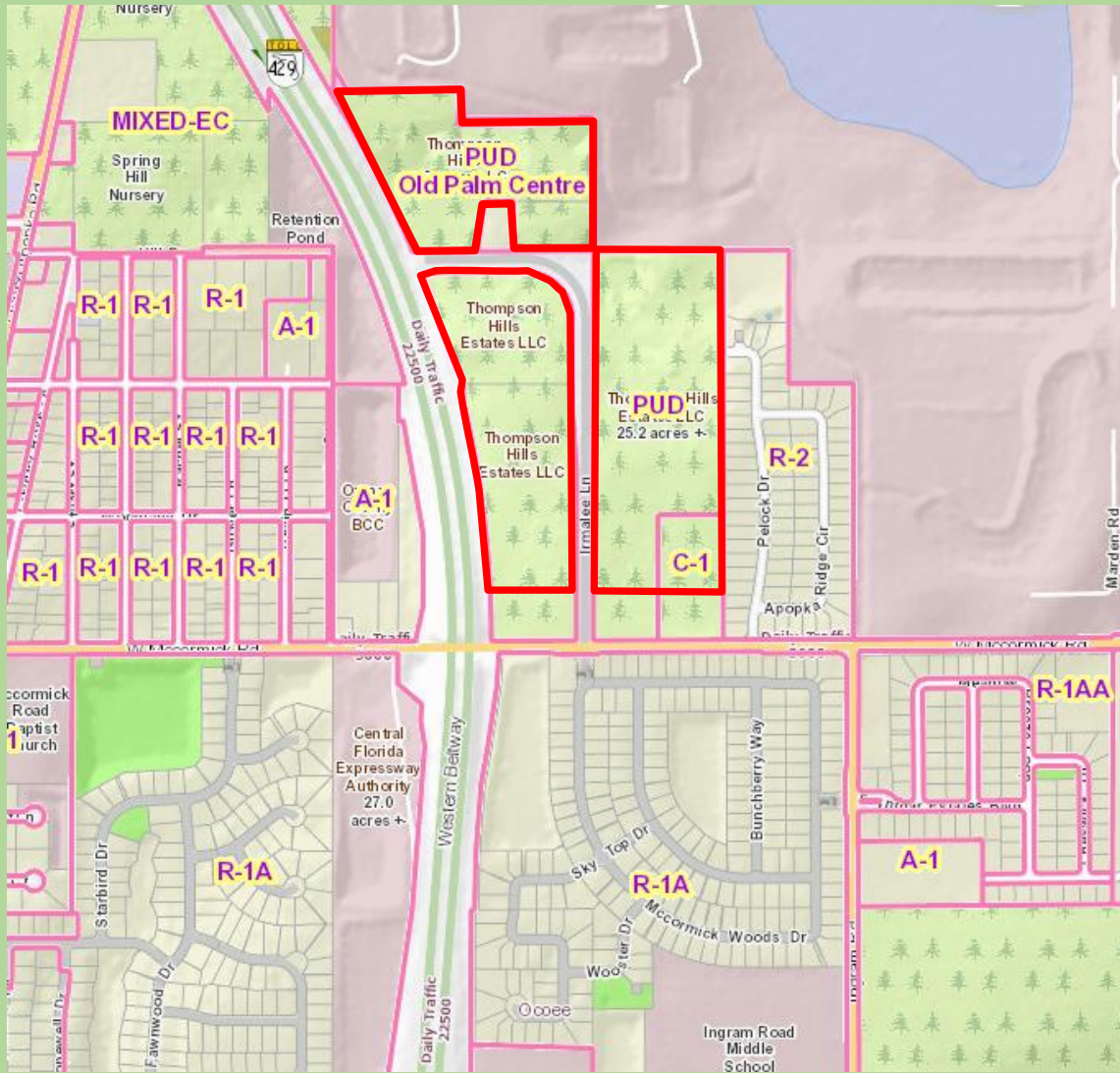
Thompson Hills Estates LLC (Oak Pointe PUD)
67.7 +/- Acres
Proposed Change of Zoning:
From: Planned Unit Development (PUD Residential)
To: Planned Unit Development (New Master Site Plan)
Parcel ID #(s): 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; &
(Portions of): 29-21-28-0000-00-038; 32-21-28-0000-00-004 & 32-21-28-0000-00-030

VICINITY MAP



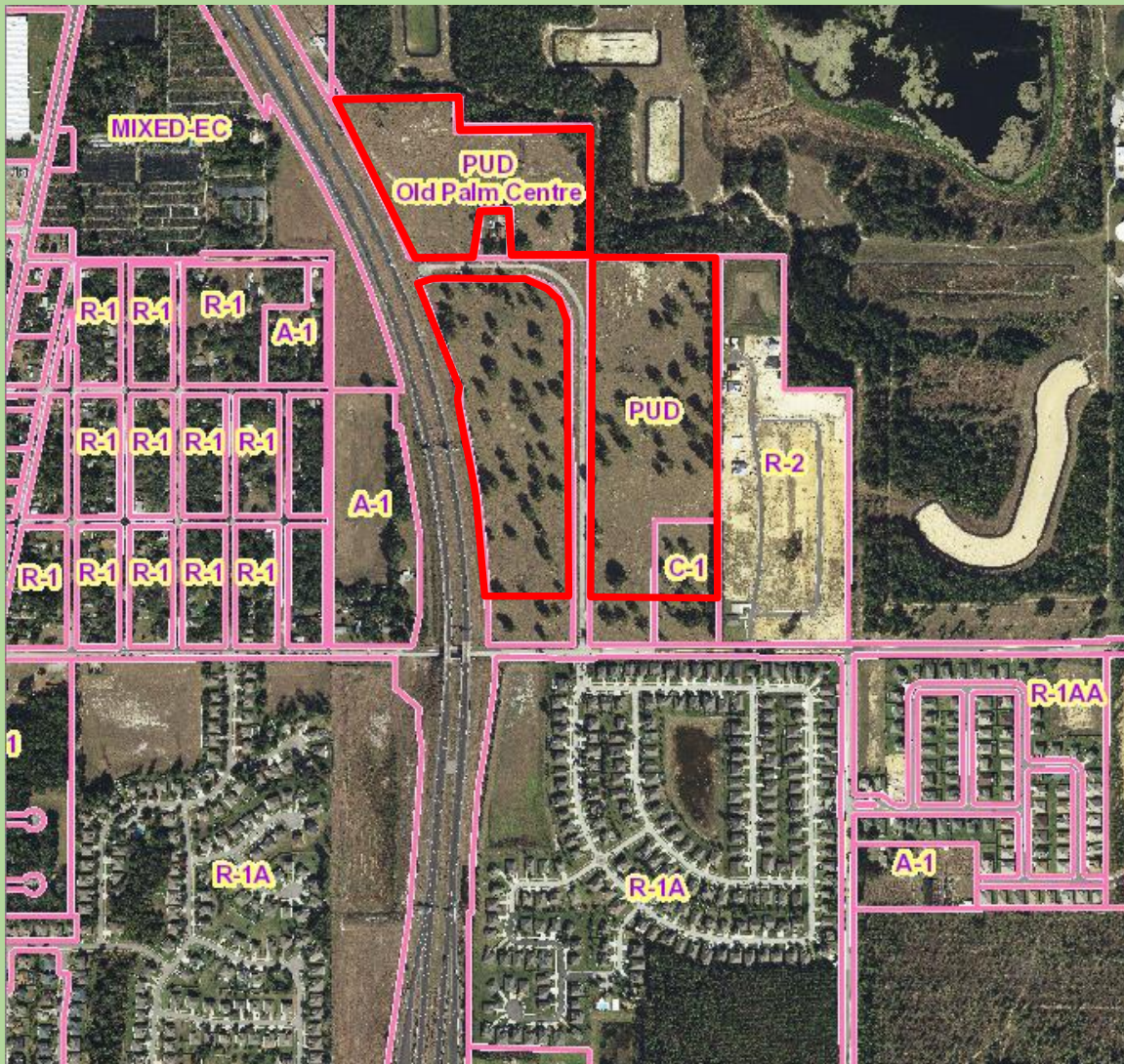


ADJACENT ZONING

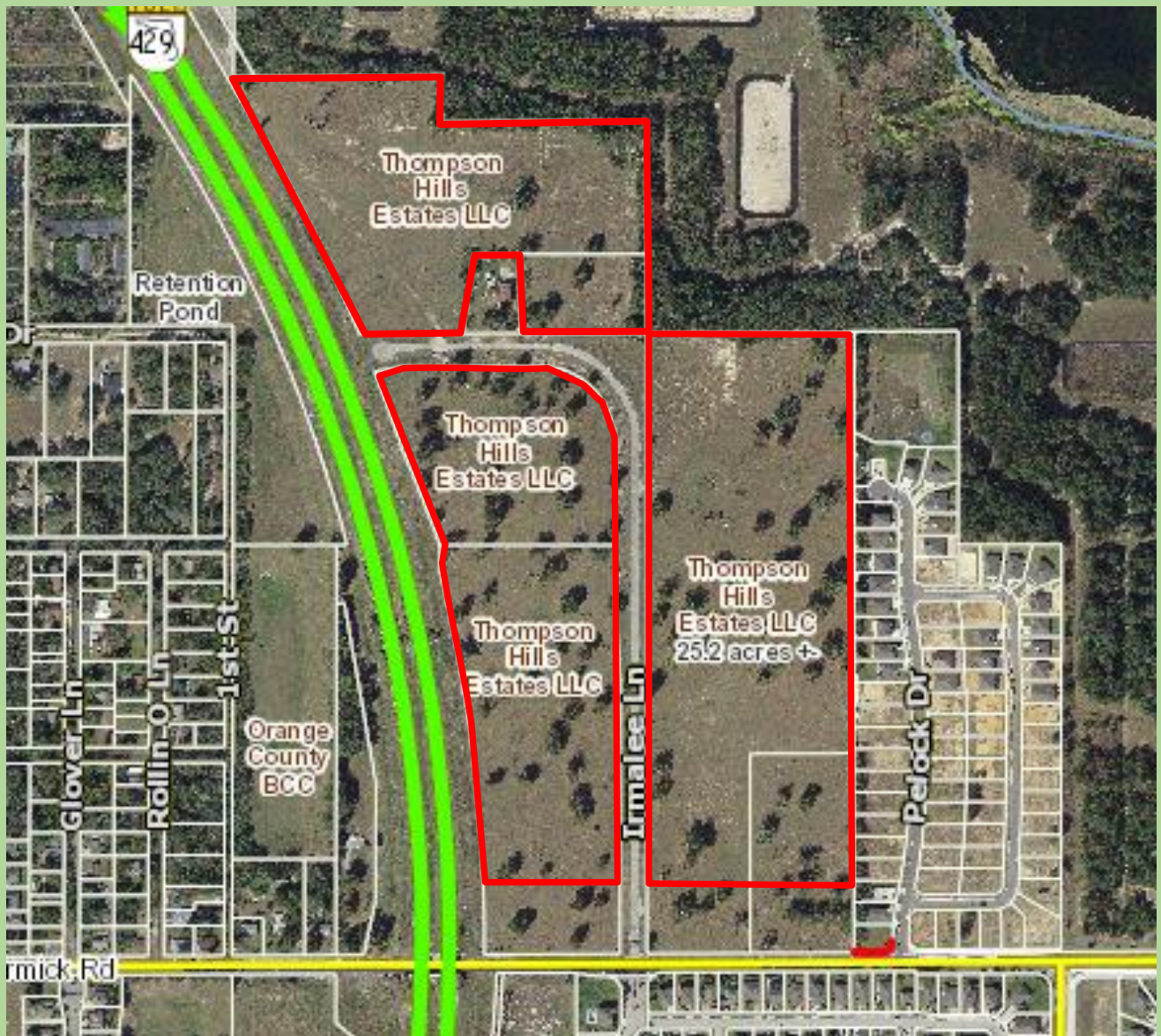




ADJACENT USES



EXISTING USES



ORDINANCE 2584

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM PLANNED UNIT DEVELOPMENT TO PLANNED UNIT DEVELOPMENT (OAK POINTE); FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF MCCORMICK ROAD AND EAST OF STATE ROAD 429, COMPRESING 69.7 ACRES MORE OR LESS, AND OWNED BY THOMPSON HILLS ESTATES LLC; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/) zoning has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD), as defined in the Apopka Land Development Code, and with the following Master Site Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be: single family homes and townhomes and associated accessory uses or structures consistent with land use and development standards established for the PUD district except where otherwise addressed in this ordinance and the Master Site Plan.
- B. Development of the property shall occur consistent with the Master Site Plan set forth in Exhibit "A". If a development standard or zoning regulation is not addressed within Exhibit "A", development shall comply with the PUD zoning standards set forth in the Land Development Code. Where any development standard conflicts between the Oak Pointe Master Site Plan\Preliminary Development Plan and the Land Development Code, the Master Site Plan\Preliminary Development Plan shall preside. Any proposed revision to the Master Plan\Preliminary Development Plan shall be evaluated and processed pursuant to Section 2.02.18.N. (Master plan revision), LDC.
- C. If a Final Development Plan associated with the PUD district has not been approved by the City within three years after approval of these Master Plan provisions, the approval of the Master Plan\Preliminary Development Plan provisions will expire. At such time, the City Council may:
 - 1. Permit a single six-month extension for submittal of the required Final Development Plan;

2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Site Plan provisions and any conditions of approval; or
3. Rezone the property to a more appropriate zoning classification.

D.

1. A development agreement must be approved by City Council that addresses dedication of a 60-foot wide right-of-way from the northern project line to Ocoee-Apopka Road following alignment delineated in the Oak Pointe North Master Plan; addresses the construction of the southern road from PUD south to McCormick Road; address access rights for the owner and subsequent owners of parcel number 29-21-28-0000-00-037 and addresses project phasing and development conditions.
2. For all recreation and park improvements, a performance bond in an amount acceptable to the City is required if such improvements do not receive a certificate of completion by the first building permit issued for a residential development.
3. Tree removal and arbor mitigation fee shall be determined at the time of the Final Development Plan.
4. Number and location of handicapped parking spaces shall be determined at the time of the Final Development Plan.
5. All recreation areas\parks shall be irrigated.
6. Townhome and single family home architectural design shall be determined at the Final Development Plan. The current renderings shall be removed from the PUD Master Plan and are not part of the Master Plan approval.
7. Current gate at south end of Irmalee Lane at McCormick Road shall be removed by Oak Pointe owner within 14 days of written request of the city engineer.
8. Irmalee Road vacate is approved by City Council upon adoption of the Oak Pointe PUD Ordinance. The road vacate shall be processed as part of the platting process.
9. The spine road from McCormick Road to the northern property line shall be completed prior to the issuance of the first certificate of occupancy for a residential unit.
10. All infrastructure that will be dedicated to the City and all roads and sidewalks shall be constructed to city standards as demonstrated in the Final Development Plan.
11. All architectural renderings shall be approved by the City Council at the final development plan application. No architectural renderings are approved as part of the Master Site Plan.

ORDINANCE NO. 2584

PAGE 3

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/R-1A) as defined in the Apopka Land Development Code.

Legal Description: Exhibit "B".

Parcel ID Nos.: 29-21-28-0000-00-011; 29-21-28-0000-00-016; 29-21-28-0000-00-033; and Portions of: 29-21-28-0000-00-038; 32-21-28-0000-00-004; 32-21-28-0000-00-030

Combined Acreage: 69.7+/- Acres

Section III. That the zoning classification is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director's designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Apopka, Florida, to include said designation.

Section V. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon the date of adoption.

READ FIRST TIME: September 6, 2017

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED:

July 21, 2017
August 25, 2017
September 8, 2017

EXHIBIT "B"
LEGAL DESCRIPTION
 (as provided on cover sheet of the Master Site Plan-Exhibit "A")

TRACT 1

A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT-OF-BEGINNING ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON OOCHA RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, NORTH 00°03'4" WEST, A DISTANCE OF 676.02 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°36'10" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29, A DISTANCE OF 662.29 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 29; THENCE RUN SOUTH 00°07'19" WEST ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, A DISTANCE OF 678.97 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE RUN SOUTH 00°05'25" WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF AFORESAID SECTION 32, A DISTANCE OF 1299.53 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND IN USE; THENCE RUN SOUTH 89°44'22" WEST ALONG SAID RIGHT-WAY LINE, A DISTANCE OF 659.62 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID IRMALEE LANE; THENCE RUN NORTH 00°02'30" EAST ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, A DISTANCE OF 1301.88 FEET BACK TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1307158 SQUARE FEET OR 30.008 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18S-RP.

TRACT 2:

A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON OOCHA RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN SOUTH 89°39'41" WEST, A DISTANCE OF 105.10 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID IRMALEE LANE AND THE POINT-OF-BEGINNING OF THE PARCEL INTENDED TO BE DESCRIBED; THENCE FROM SAID POINT-OF-BEGINNING RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE (3) COURSES, FIRST SOUTH 00°00'34" WEST, A DISTANCE OF 131.79 FEET; THENCE SOUTH 03°46'11" EAST, A DISTANCE OF 300.95 FEET; THENCE SOUTH 00°02'30" WEST, A DISTANCE OF 870.05 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 32, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS LAID OUT AND IN USE; THENCE RUN SOUTH 89°46'28" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 432.05 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429, AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE ALONG THE SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES, THE FIRST BEING FROM A POINT ON A CURVE NON-TANGENT TO THE PRECEDING COURSE, CONCAVE TO THE WEST, HAVING A RADIUS OF 5071.07 FEET, A CHORD OF NORTH 06°38'25" WEST, 1230.71 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 89°49'25" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 13°56'29", A DISTANCE OF 1133.75 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 00°13'36" EAST, A DISTANCE OF 81.23 FEET; THENCE NORTH 21°02'59" WEST, A DISTANCE OF 218.39 FEET; THENCE NORTH 22°49'25" WEST, A DISTANCE OF 168.56 FEET TO A POINT ON A CURVE BEING NON-TANGENT TO THE PRECEDING COURSE, CONCAVE TO THE WEST, HAVING A RADIUS OF 5061.07 FEET, A CHORD OF NORTH 19°40'31" WEST, 265.41 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 71°49'38" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 3°06'18", A DISTANCE OF 265.44 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID RIGHT-OF-WAY LINE OF IRMALEE LANE; THENCE DEPARTING FROM SAID EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE, RUN ALONG THE RIGHT-OF-WAY LINE OF IRMALEE LANE FOR THE FOLLOWING FOUR (4) COURSES, FIRST NORTH 81°37'49" EAST, A DISTANCE OF 93.13 FEET; THENCE NORTH 89°44'46" EAST, A DISTANCE OF 433.52 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 235.00 FEET AND A CHORD OF SOUTH 49°07'54" EAST, 333.05 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 90°14'40", A DISTANCE OF 370.14 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 00°03'4" EAST, A DISTANCE OF 334.61 FEET BACK TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 996921 SQUARE FEET OR 22.748 ACRES MORE OR LESS.

FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18S-RP.

TRACT 3:

A PARCEL OF LAND SITUATE IN SECTION 29, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, SAID POINT-OF-BEGINNING ALSO BEING AT THE NORTHEAST CORNER OF THE RIGHT-OF-WAY FOR IRMALEE LANE AS SHOWN ON THE OOCHA RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604; THENCE RUN SOUTH 89°44'46" WEST ALONG SAID RIGHT-WAY LINE AND THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 404.10 FEET TO A POINT AT THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORD BOOK 10623 AT PAGE 6676 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE TRAVERSE SAID LANDS FOR THE FOLLOWING THREE (3) COURSES, FIRST NORTH 00°05'38" EAST, A DISTANCE OF 252.94 FEET; THENCE SOUTH 89°44'46" WEST, A DISTANCE OF 148.04 FEET; THENCE SOUTH 07°57'26" WEST, A DISTANCE OF 255.56 FEET BACK TO THE AFORESAID RIGHT-OF-WAY OF IRMALEE LANE; THENCE RUN SOUTH 89°44'46" WEST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 330.19 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 429, AS SHOWN ON THE ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 75320-6460-604, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5061.07 FEET, A CHORD OF NORTH 26°14'53" WEST, 640.22 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 67°22'47" WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, SUBTENDED BY A CENTRAL ANGLE OF 7°15'10", A DISTANCE OF 640.65 FEET; THENCE CONTINUE ALONG SAID LIMITED ACCESS RIGHT-OF-WAY LINE NORTH 29°36'57" WEST, A DISTANCE OF 237.79 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE DEPARTING FROM SAID LIMITED ACCESS RIGHT-OF-WAY LINE AND ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, NORTH 00°04'09" EAST, A DISTANCE OF 37.87 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 150 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°39'29" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 658.90 FEET TO THE EAST LINE OF SAID WEST 1/2; THENCE RUN SOUTH 00°01'48" WEST ALONG SAID EAST LINE, A DISTANCE OF 150.02 FEET TO THE SOUTH LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE RUN NORTH 89°39'33" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 659.01 FEET TO THE SOUTHEAST CORNER OF SAID EAST 1/2; THENCE RUN SOUTH 00°09'34" EAST ALONG THE EAST LINE OF SAID EAST 1/2, A DISTANCE OF 676.01 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 996921 SQUARE FEET OR 22.748 ACRES MORE OR LESS.

OAK POINTE

(f.k.a.) THOMPSON HILLS ESTATES

CITY OF APOPKA, FLORIDA PUD/ MASTER PLAN

MASTER & PRELIMINARY DEVELOPMENT PLANS

PARCEL ID. NUMBERS:

29-21-28-0000-00-011, 29-21-28-0000-00-016, 29-21-28-0000-00-033
AND PORTIONS OF
29-21-28-0000-00-038, 32-21-28-0000-00-004, 32-21-28-0000-00-030

JULY 24, 2017

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5.1-5.4	PRELIMINARY DEVELOPMENT PLAN
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8.0	FIRE ACCESS PLAN
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UTILITY COMPANIES

WATER
ORANGE COUNTY UTILITIES
9150 CURRY FORD RD. 2ND FLOOR
ORLANDO, FLORIDA 32825

WASTEWATER
ORANGE COUNTY UTILITIES
9150 CURRY FORD RD. 2ND FLOOR
ORLANDO, FLORIDA 32825

RECLAIMED WATER
ORANGE COUNTY UTILITIES
9150 CURRY FORD RD. 2ND FLOOR
ORLANDO, FLORIDA 32825

STORMWATER
ST. JOHN'S RIVER WATER
MANAGEMENT DISTRICT
601 SOUTH LAKE DESTINY RD.,
SUITE 200
MAITLAND, FL 32751

GAS
LAKE APOPKA NATURAL GAS
1320 S. VINELAND ROAD
WINTER GARDEN, FLORIDA 34777
(407)556-2734

ELECTRIC
DUKE ENERGY
P.O. BOX 14042
ST. PETERSBURG, FLORIDA 33733
(407)629-1010

PHONE
BRIGHTHOUSE NETWORKS,
CENTURY LINK
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407)291-2500

CABLE
BRIGHTHOUSE NETWORKS,
CENTURY LINK
3767 ALL AMERICAN BLVD.
ORLANDO, FLORIDA 32810
(407)291-2500

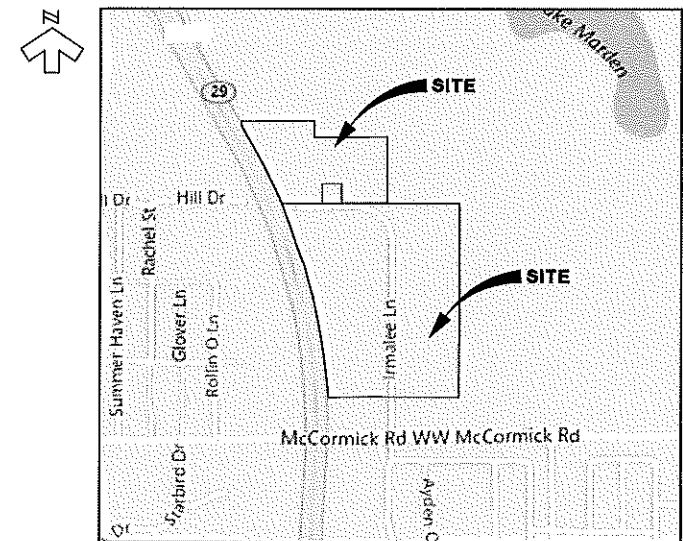
APPLICANT / OWNER
THOMPSON HILLS ESTATES, LLC
207 ISLAND DRIVE
JUPITER, FLORIDA 33477
PHONE: (561)746-8848
CONTACT: MALCOLM JONES

ENGINEER
EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
PHONE: (407)872-1515
CONTACT: DAVID EVANS, P.E.

SURVEYOR
ROGER A. HAGLER, P.L.S.M.
PROFESSIONAL LAND SURVEYORS, MAPPERS
585 ORANGE AVE.
SEBASTIAN, FLORIDA 32958
PHONE: (772)205-1231
CONTACT: ROGER A. HAGLER, P.L.S.M.

GEOTECHNICAL ENGINEER
ARDAMAN & ASSOCIATES
8008 SOUTH ORANGE AVENUE
ORLANDO, FLORIDA 32809
PHONE: (407)855-3860
CONTACT: CHUCK CUNNINGHAM

STATEMENT OF INTENDED USE:
THE DEVELOPMENT OF A 224 LOT SINGLE FAMILY SUBDIVISION
PROJECT ADDRESS:
1527 W. MCCORMICK ROAD
APOPKA, FLORIDA 32703



VICINITY MAP
N.T.S.

LEGAL DESCRIPTION

TRACT 1
A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON ANCEPA RIGHT-OF-WAY MAP, PROJECT NO. 75246-00-001, THENCE RUN ALONG SAID RIGHT-OF-WAY LINE AND THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, NORTH 60° 00' 00" WEST, A DISTANCE OF 650 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE RUN NORTH 89° 20' 00" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, A DISTANCE OF 625 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29, THENCE RUN SOUTH 89° 20' 00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 150 FEET TO A POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 434, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-00-00-001, THENCE ALONG SAID EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 434, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-00-00-001, TO THE SOUTH 1/4 CORNER OF SAID SECTION 29, THENCE RUN NORTH 89° 20' 00" WEST, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL CONTAINS 19,074 SQUARE FEET OR 0.43 ACRES MORE OR LESS.
FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18A-8F.

TRACT 2
A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 29, SAID POINT ALSO BEING ON THE EASTERN RIGHT-OF-WAY LINE OF IRMALEE LANE AS SHOWN ON ANCEPA RIGHT-OF-WAY MAP, PROJECT NO. 75246-00-001, THENCE RUN SOUTH 89° 20' 00" WEST, A DISTANCE OF 150 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF SAID IRMALEE LANE AND THE POINT OF BEGINNING OF THE PARCEL INTENDING TO BE DESCRIBED, THENCE FROM SAID POINT OF BEGINNING ALSO SAID WESTERN RIGHT-OF-WAY LINE FOR THE FOLLOWING THREE COURSES, FIRST SOUTH 89° 20' 00" WEST, A DISTANCE OF 110 FEET, THENCE SOUTH 89° 20' 00" WEST, A DISTANCE OF 300 FEET, THENCE SOUTH 89° 20' 00" WEST, A DISTANCE OF 870 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 29, SAID LINE ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF WEST MCCORMICK ROAD AS SHOWN ON ADEP DRAWING, THENCE RUN SOUTH 89° 20' 00" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 150 FEET TO A POINT OF INTERSECTION WITH THE EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 434, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-00-00-001, THENCE ALONG SAID EASTERN LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD 434, AS SHOWN ON THE ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, PROJECT NO. 235-00-00-001, TO THE SOUTH 1/4 CORNER OF SAID SECTION 29, THENCE RUN NORTH 89° 20' 00" WEST, A DISTANCE OF 150 FEET TO THE POINT OF BEGINNING.
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FOR THE PURPOSE OF THIS DESCRIPTION ALL BEARINGS ARE RELATIVE TO THE FLORIDA STATE PLANE SYSTEM, NATIONAL ADJUSTED DATUM OF 1983 (NAD83), EAST ZONE TRANSVERSE MERCATOR, ZONE 18A-8F.

TRACT 3
A PARCEL OF LAND SITUATE IN SECTIONS 29 AND 32, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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PLAN PROVIDED FOR:

- PRELIMINARY PLAN
- BID SET
- PERMIT REVIEW SET
- CONSTRUCTION SET
- RECORD DRAWING

* THIS PLAN SHALL NOT BE USED FOR CONSTRUCTION UNLESS APPROVED FOR CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL PERMITS HAVE BEEN OBTAINED PRIOR TO STARTING CONSTRUCTION.

EVANS ENGINEERING, INC.
CIVIL ENGINEERING LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00065788

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811 OR 1-800-432-4770
48 HOURS BEFORE DIGGING FOR THE LOCATION OF UNDERGROUND UTILITIES.

NOTE:
ALL RESIDENTIAL ARCHITECTURAL APPEARANCE SHALL BE IN ACCORDANCE WITH THE APOPKA DEVELOPMENT DESIGN GUIDELINES, OR ALTERNATIVE DEVELOPMENT DESIGN STANDARDS, SUBJECT TO APPROVAL BY THE COMMUNITY DEVELOPMENT DEPARTMENT.

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 00065788
DAVID L. EVANS
FLORIDA P.E. NO. 46586
DATE: Jul 26, 2017

Design Standards

Lot Criteria

Setback Table	Single Family	Townhomes
Front Porch(1)	19'	N/A
Front (Garage)	30'	22'
Front (Building)	25'	22'
Rear	20'	15'
Side	7.5'	10' Ext. 0' Int.
Side Street(2)	15'	15'
Accessory Structure Rear	5'	N/A
Lot Dimensions		
Minimum Lot Area	7,800 SF (0.179 AC)	2,530 SF
Minimum Lot Width	70' *	23'
Minimum Lot Depth	120'	110'
Max lot coverage	75%	75%
Max Building Height	35' / 2 stories	35' / 2 stories
Minimum Living Area	1,500 SF	1,350 SF

*MINIMUM LOT WIDTH NOTE:

THE FOLLOWING LOTS OF A MINIMUM LOT WIDTH OF 65': 9, 13, 17, 21, 69, 73, 77, 79

	Count	Percentage
65' Width Lots	8	6.8%
70' Width Lots	110	93.2%
Total Lots	118	100.0%

SINGLE- FAMILY LOT DATA:

Lot Number	Lot Width* (ft.)	Lot Area (ac.)	Lot Number	Lot Width* (ft.)	Lot Area (ac.)	Lot Number	Lot Width* (ft.)	Lot Area (ac.)
1	70.0	0.193	41	70.0	0.223	81	70.0	0.193
2	70.0	0.193	42	70.0	0.223	82	70.0	0.193
3	70.0	0.193	43	70.0	0.223	83	110.1	0.346
4	70.0	0.193	44	77.5	0.243	84	70.0	0.222
5	70.0	0.192	45	70.0	0.226	85	70.0	0.222
6	76.3	0.288	46	70.0	0.226	86	70.0	0.222
7	70.6	0.401	47	70.0	0.226	87	70.0	0.222
8	71.0	0.440	48	77.9	0.250	88	85.9	0.305
9	65.0	0.251	49	79.7	0.255	89	105.1	0.331
10	70.0	0.228	50	70.0	0.226	90	70.0	0.223
11	70.0	0.195	51	70.0	0.226	91	70.0	0.223
12	70.7	0.213	52	70.0	0.226	92	70.0	0.223
13	66.3	0.181	53	70.0	0.193	93	70.0	0.223
14	71.4	0.194	54	70.0	0.193	94	110.1	0.346
15	71.4	0.194	55	70.0	0.193	95	110.2	0.348
16	71.4	0.194	56	70.0	0.193	96	70.0	0.223
17	66.3	0.181	57	70.0	0.193	97	70.0	0.223
18	71.4	0.194	58	70.0	0.193	98	70.0	0.223
19	71.4	0.194	59	70.0	0.194	99	70.0	0.223
20	71.4	0.194	60	70.0	0.207	100	105.0	0.331
21	66.5	0.181	61	70.0	0.223	101	105.0	0.331
22	70.5	0.233	62	92.4	0.298	102	70.0	0.223
23	71.1	0.291	63	70.0	0.193	103	70.0	0.223
24	71.2	0.248	64	70.0	0.193	104	70.0	0.223
25	70.0	0.193	65	70.0	0.193	105	70.0	0.223
26	70.0	0.193	66	70.0	0.193	106	110.3	0.348
27	70.0	0.193	67	70.0	0.193	107	110.3	0.346
28	77.5	0.243	68	70.0	0.193	108	70.0	0.222
29	70.0	0.222	69	65.0	0.179	109	70.0	0.222
30	70.0	0.222	70	70.0	0.193	110	70.0	0.222
31	82.6	0.275	71	70.0	0.193	111	70.0	0.222
32	110.7	0.328	72	70.0	0.193	112	105.3	0.331
33	70.0	0.222	73	65.0	0.184	113	105.4	0.332
34	70.0	0.222	74	70.7	0.238	114	70.0	0.222
35	77.5	0.243	75	70.3	0.380	115	70.0	0.223
36	77.5	0.243	76	70.3	0.299	116	70.0	0.223
37	70.0	0.223	77	65.3	0.205	117	70.0	0.223
38	70.0	0.223	78	70.0	0.193	118	110.4	0.348
39	70.0	0.223	79	65.0	0.179			
40	99.4	0.284	80	70.0	0.193			

*LOT WIDTH MEASURE AT BUILDING SETBACK

SITE DATA:

TOTAL AREA	69.38 AC
PHASES:	1
SINGLE FAMILY UNITS	118
TOWNHOME UNITS	106
TOTAL UNITS	224

DENSITY (TOTAL UNITS / TOTAL AREA):
224 (UNITS) / 69.38 AC = 3.3 U/AC

RECREATIONAL AREA:	
REQUIRED (3.6 AC / 1000 PERSONS):	
1 UNIT = 2.6 PERSONS	224 (UNITS) x 2.6 = 582.4 PERSONS
582.4 x (3.6/1000)	= 2.10 AC
PROVIDED	
TRACT N-1	= 0.80 AC
TRACT K-6	= 2.03 AC
TOTAL	= 2.83 AC

OPEN SPACE CALCULATIONS:

REQUIRED:	
SINGLE FAMILY:	
TOTAL AREA	49.69 AC
REQUIRED %	20 %
REQUIRED AREA	9.94 AC
TOWNHOUSES:	
TOTAL AREA	19.69 AC
REQUIRED %	30 %
REQUIRED AREA	5.91 AC
TOTAL REQ'D OPEN SPACE AREA	15.85 AC

PROVIDED:	
SINGLE FAMILY:	
BUFFER YARDS (TRACTS J)	0.58 AC
OPEN SPACE (TRACTS K)	5.79 AC
RETENTION (TRACTS L)	4.97 AC*
RECREATION (TRACTS N)	0.80 AC
SINGLE FAMILY TOTAL	12.11 AC
TOWNHOUSE:	
BUFFER YARDS (TRACTS J)	0.29 AC
OPEN SPACE (TRACTS K)	4.33 AC
RETENTION (TRACTS L)	2.35 AC
TOWNHOUSE TOTAL	6.97 AC
TOTAL OPEN SPACE PROVIDED	19.08 AC

*50% OF TOTAL REQUIRED SINGLE FAMILY OPEN SPACE AREA

Notes:

1. Front Porch Setbacks as allowed per City of Apopka Development Design Guidelines Ord. 2502, July 2016.
2. Side Street setback requires no lot frontages on Street I and that the side street setback will not be in front of any front setback of any adjacent lot.

Architectural, Buildings and Architectural Standards

1. Architectural Design shall meet the intent of the City of Apopka Design Development Guidelines Ord. 2502, July 2016.
2. Single family detached homes will have two car enclosed garages.
3. Townhomes will have a combination of single and two car garages as depicted on the parking plan.
4. Mail delivery for SF and Townhomes will be in a Kiosk as located at each amenity area and shown on the Development Plan.

Utilities and Infrastructure

1. Water, sanitary sewer and reclaimed services will be provided by Orange County Utilities.
2. Storm water management system shall be designed to comply with the requirements of the City of Apopka and SJRWMD.
3. All internal streets and Street I in its entirety from McCormick Road to its northern terminus will be owned and maintained by the HOA, included the landscape medians.
4. Street I north of the public portion will be owned and maintained by the HOA.
5. Fire protection and a stabilized access road will be provided prior to vertical building construction.
6. Five foot concrete sidewalks will be provided on all internal streets per the Engineering Standards manual.
7. Electric power will be provided underground. No overhead power service will be permitted with this development.
8. Vehicular, pedestrian and accent lighting shall substantially conform to section 3.10 of the City of Apopka Development Design Guidelines.
9. A lighting plan must be submitted with the Final Development Plan.
10. Street Names will be provided at the time of the Final Development Plan.

Recreation and Open Space

1. Required project open space shall be a minimum of 20% for the Single Family portion and 30% for the townhome portion per the City of Apopka PUD LDC 2.02.18 D. 19. B.
2. Project Recreational Area shall be provided at a rate of 3.6 acres per thousand population with 2.6 persons per dwelling unit.
3. The recreational tract located in the Single Family area of the project will include a pavilion and swimming pool. This tract will be easily accessible by the single family and townhomes within the development.
4. The recreational tract located in the townhome area of the project will include large play fields, benches, a dog park and walking trails. This recreational tract will be easily accessible by the townhomes and single family homes.
5. All proposed amenity areas will be shared by the entire residential development.
6. The required amenity areas will be completed and open for use by the issuance of the 50th Certificate of Occupancy for all residential units.
7. All recreation and open space areas will be owned and maintained by the HOA.

Buffers and Landscaping

1. A 10' buffer will be provided along SR 429 as shown on the landscape plans and consist of a 6' precast stone wall and landscaping.
2. A 10' buffer will be provided along the southern boundary of the single family residential and will include a 6' precast stone wall and landscaping.
3. A 6' tan vinyl fence will be placed at the north and east property boundary. A 6' tan vinyl fence exists on the west boundary of the Apopka Woods development. The fence proposed on this property will only be installed where there are areas not fenced on the eastern property line. A fencing plan is included in this development proposal.
4. Each single family residential lot will include two newly planted trees. The trees planted in the front yards will also serve as the street trees.

Wetlands and Environmental

1. There are no wetlands on the proposed site area.
2. There is no 100 year flood plain on the proposed site area.
3. An erosion protection plan will be submitted during the final development plan process.
4. Tree removal and replacement and landscaping will comply with Article V of the City of Apopka Land Development Code.
5. Individual Lot Arbor / Clearing permit is required prior to clearing or grading of any lots.

Miscellaneous

1. Any existing septic tanks or wells shall be properly abandoned prior to earthwork or construction permits.
2. All acreages are subject to change with the Final Engineering and Final plat review and approval.
3. The existing home within the townhome development area will maintain access rights through the proposed private access road.
4. Final location of the covered mail kiosk within the townhome community shall be determined at the Final Development Plan. A letter of approval from the Postmaster shall be submitted prior to Final Development Plan approval. The mail kiosk shall have a similar architectural appearances as the townhome buildings.

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TW/MWK
6-26-17	REV PER DRC COMMENTS	M/MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
DATE: JUL 26, 2017

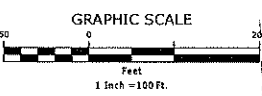
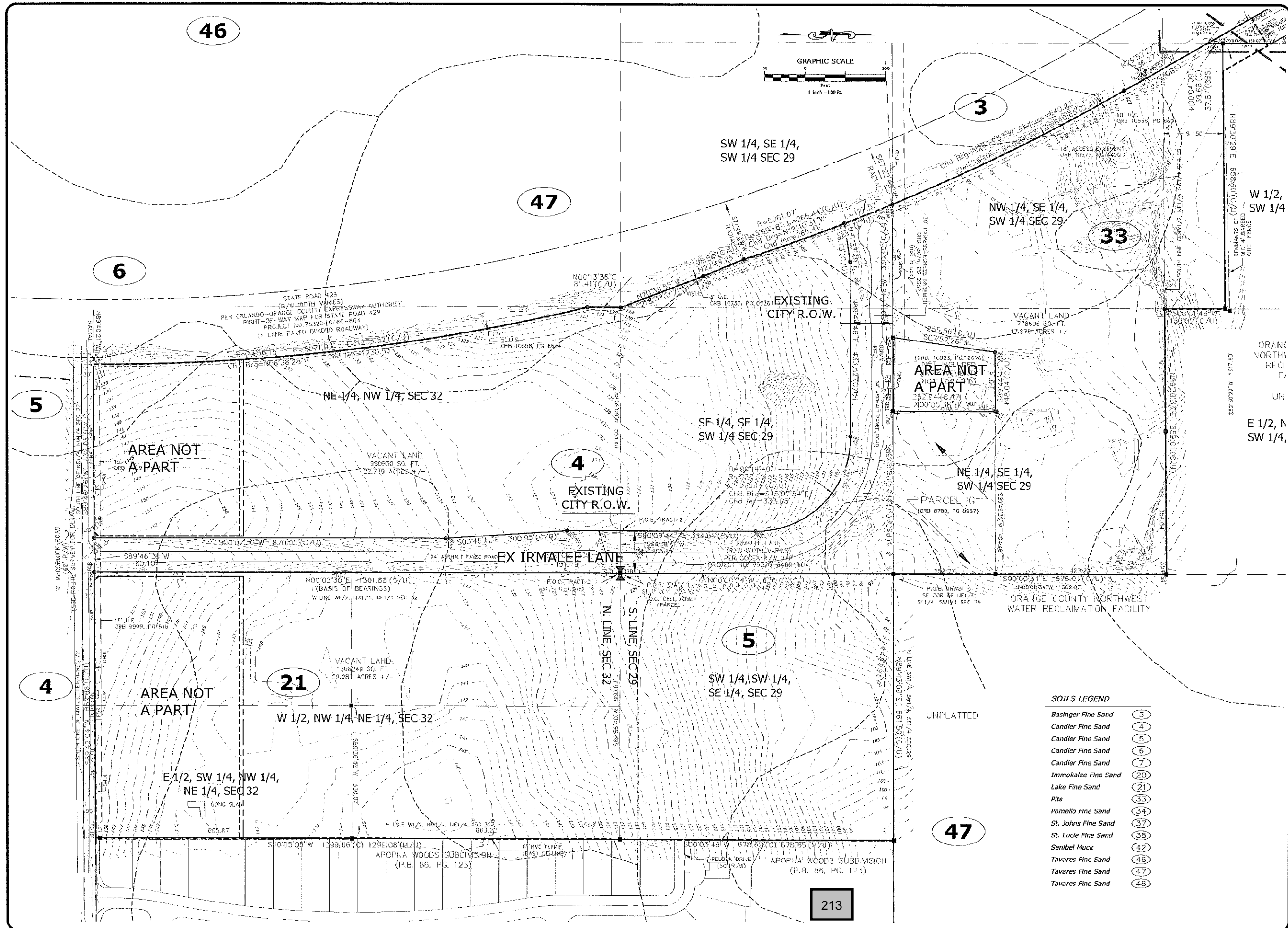
EVANS ENGINEERING, INC.
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719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00005758

OAK POINTE FOR THOMPSON HILLS ESTATES LLC
FLORIDA CITY OF APOPKA.

DEVELOPMENT DESIGN STANDARDS

DRAWN: TWV / MWK
CHECKED: MPG
DATE: JULY 2017
SCALE: NTS
JOB #: 25801
SHEET #:
20 SHEETS

17-0000-25801 - 2nd Review/Revisions (2.0) Partial set, Jul 26, 2017 - 12:50pm by Jmccoy



SOILS LEGEND

Basinger Fine Sand	(5)
Candler Fine Sand	(4)
Candler Fine Sand	(5)
Candler Fine Sand	(6)
Candler Fine Sand	(7)
Immokalee Fine Sand	(20)
Lake Fine Sand	(21)
Pits	(33)
Pomello Fine Sand	(34)
St. Johns Fine Sand	(37)
St. Lucie Fine Sand	(38)
Sanibel Muck	(42)
Tavares Fine Sand	(46)
Tavares Fine Sand	(47)
Tavares Fine Sand	(48)

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVMW
6-26-17	REV PER DRC COMMENTS	JKW

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788
 DAVID L. EVANS
 REGISTERED PROFESSIONAL ENGINEER
 FLORIDA REG. NO. 46836
 DATE: JULY 26, 2017

EVANS ENGINEERING, INC.
 LAND PLANNING & SURVEYING SERVICES
 719 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 00068788

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

EXISTING CONDITIONS

DRAWN: TVW / MWK
 CHECKED: MPG
 DATE: JULY 2017
 SCALE: 1" = 50'
 JOB #: 25801
 SHEET #:

3.0
 SHEETS

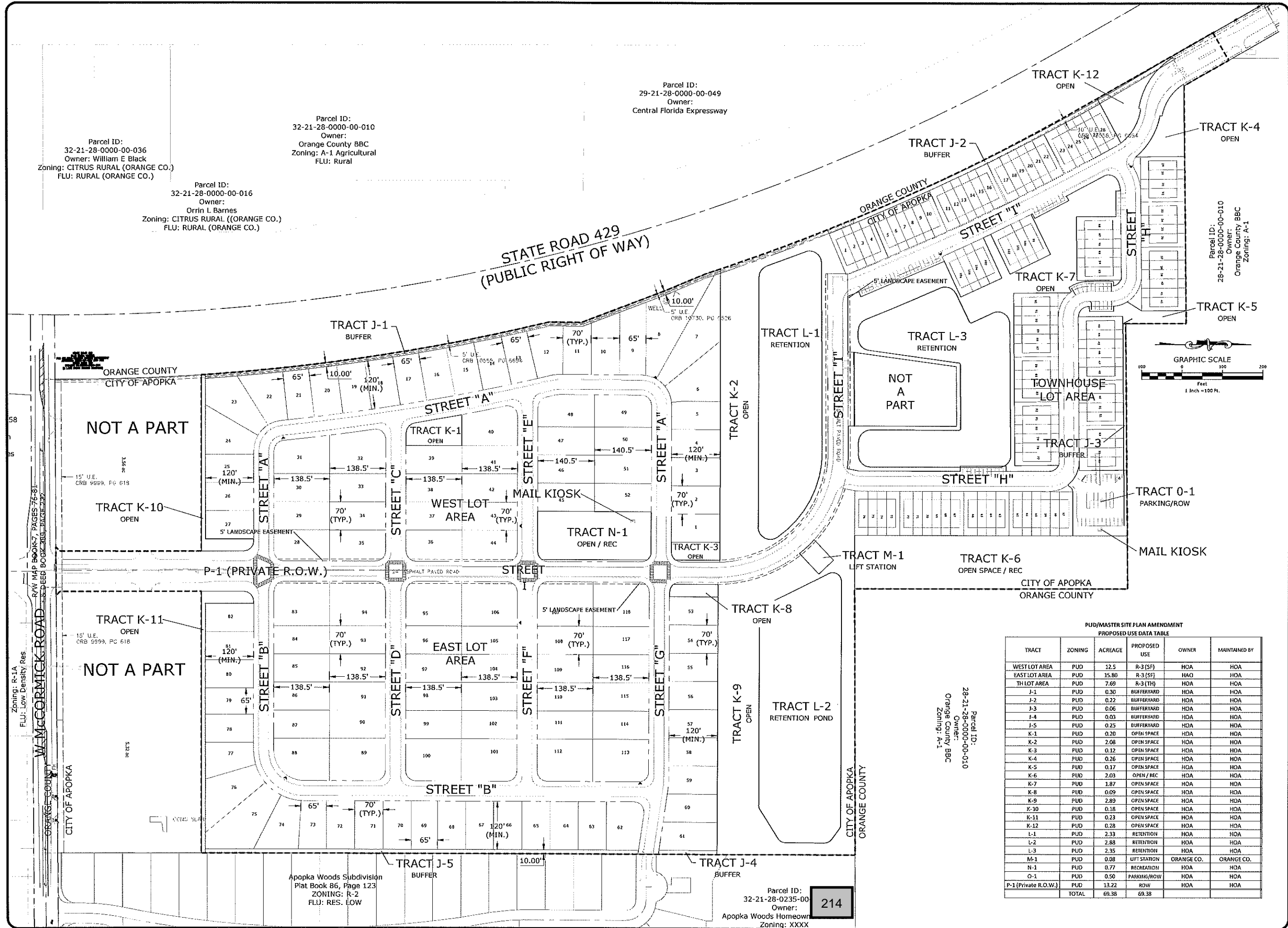
EVANS ENGINEERING, INC. - 3040 South Orange Avenue, Suite 200, Orlando, FL 32803. Phone: (407) 872-1515. Fax: (407) 872-1516. www.evansengineering.com. License No. 00068788. Date: July 26, 2017. 11:02 AM. By: tvw

Parcel ID:
32-21-28-0000-00-036
Owner: William E Black
Zoning: CITRUS RURAL (ORANGE CO.)
FLU: RURAL (ORANGE CO.)

Parcel ID:
32-21-28-0000-00-016
Owner:
Orrin L Barnes
Zoning: CITRUS RURAL ((ORANGE CO.)
FLU: RURAL (ORANGE CO.)

Parcel ID:
32-21-28-0000-00-010
Owner:
Orange County BBC
Zoning: A-1 Agricultural
FLU: Rural

Parcel ID:
29-21-28-0000-00-049
Owner:
Central Florida Expressway



PUD/MASTER SITE PLAN AMENDMENT
PROPOSED USE DATA TABLE

TRACT	ZONING	ACREAGE	PROPOSED USE	OWNER	MAINTAINED BY
WEST LOT AREA	PUD	12.5	R-3 (SF)	HOA	HOA
EAST LOT AREA	PUD	15.80	R-3 (SF)	HOA	HOA
TH LOT AREA	PUD	2.69	R-3 (TH)	HOA	HOA
J-1	PUD	0.30	BUFFERYARD	HOA	HOA
J-2	PUD	0.22	BUFFERYARD	HOA	HOA
J-3	PUD	0.05	BUFFERYARD	HOA	HOA
J-4	PUD	0.03	BUFFERYARD	HOA	HOA
J-5	PUD	0.25	BUFFERYARD	HOA	HOA
K-1	PUD	0.20	OPEN SPACE	HOA	HOA
K-2	PUD	2.08	OPEN SPACE	HOA	HOA
K-3	PUD	0.12	OPEN SPACE	HOA	HOA
K-4	PUD	0.26	OPEN SPACE	HOA	HOA
K-5	PUD	0.17	OPEN SPACE	HOA	HOA
K-6	PUD	2.03	OPEN / REC	HOA	HOA
K-7	PUD	1.87	OPEN SPACE	HOA	HOA
K-8	PUD	0.09	OPEN SPACE	HOA	HOA
K-9	PUD	2.89	OPEN SPACE	HOA	HOA
K-10	PUD	0.18	OPEN SPACE	HOA	HOA
K-11	PUD	0.23	OPEN SPACE	HOA	HOA
K-12	PUD	0.28	OPEN SPACE	HOA	HOA
L-1	PUD	2.33	RETENTION	HOA	HOA
L-2	PUD	2.88	RETENTION	HOA	HOA
L-3	PUD	2.35	RETENTION	HOA	HOA
M-1	PUD	0.08	LIFT STATION	ORANGE CO.	ORANGE CO.
N-1	PUD	0.77	RECREATION	HOA	HOA
O-1	PUD	0.50	PARKING/ROW	HOA	HOA
P-1 (Private R.O.W.)	PUD	13.22	ROW	HOA	HOA
TOTAL		69.38			

Parcel ID:
29-21-28-0000-00-010
Owner:
Orange County BBC
Zoning: A-1

Parcel ID:
32-21-28-0235-00
Owner:
Apopka Woods Homeown
Zoning: XXXX

214

REVISIONS

DATE	BY	REVISIONS
4-20-17	TW/MWK	REV PER DRC COMMENTS
6-26-17	JX/MWK	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
DATE: JUL 26, 2017

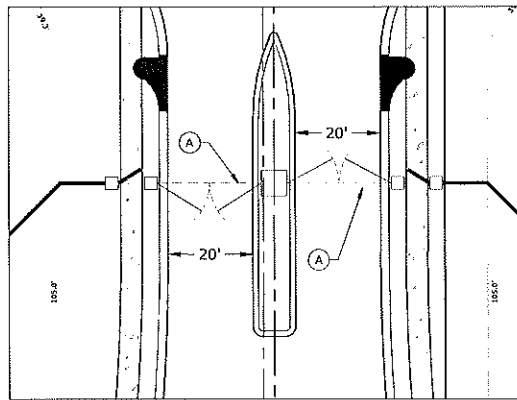
EVANS ENGINEERING, INC.
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 0008788

OAK POINTE FOR THOMPSON HILLS ESTATES LLC
FLORIDA CITY OF APOPKA.

MASTER SITE PLAN

DRAWN: TW / MWK
CHECKED: MPG
DATE: JULY 2017
SCALE: 1" = 100'
JOB #: 25801
SHEET #:

40 OF SHEETS

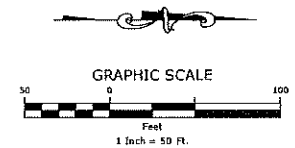


EMERGENCY ACCESS DETAIL
(FRONT GATE)

NOTES:
1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3').

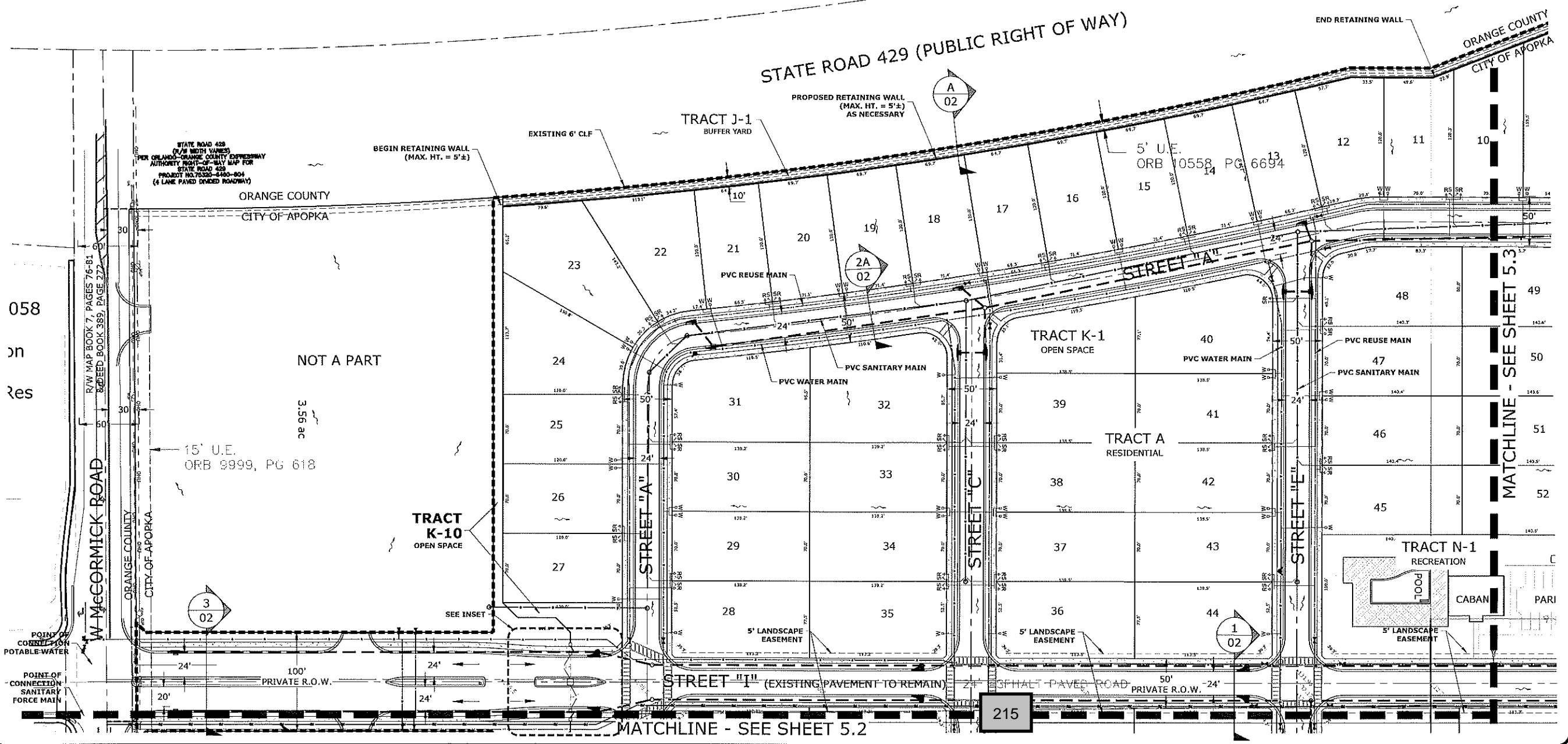
KEY NOTES:
A EMERGENCY ACCESS GATE (SEE NOTE 1)

Parcel ID:
32-21-28-0000-00-016
Owner:
Orrin L Barnes
Zoning: CITRUS RURAL ((ORANGE CO.)
FLU: RURAL (ORANGE CO.)



LEGEND:

- UTILITIES
- STORM SEWER
 - SANITARY SEWER
 - SANITARY FORCE MAIN
 - WATER MAIN
 - 6" HOA/COMMON AREA SLEEVES
 - PROPOSED SANITARY MANHOLE
 - PROPOSED CURB INLETS
 - PROPOSED DITCH BOTTOM INLETS
 - PROPOSED DRAINAGE MANHOLE
 - PROPOSED MITERED END SECTION
 - PROPOSED HYDRANT ASSEMBLY
 - PROPOSED IRRIGATION METER
 - PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
 - PROPOSED GATE VALVE
 - PROPOSED REDUCER
 - SANITARY LIFT STATION



DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVMWK
6-26-17	REV PER DRC COMMENTS	MJRWK

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6788
DATE: JUL 26, 2017
ORRIN L. BARNES
FLORIDA P.E. NO. 46366

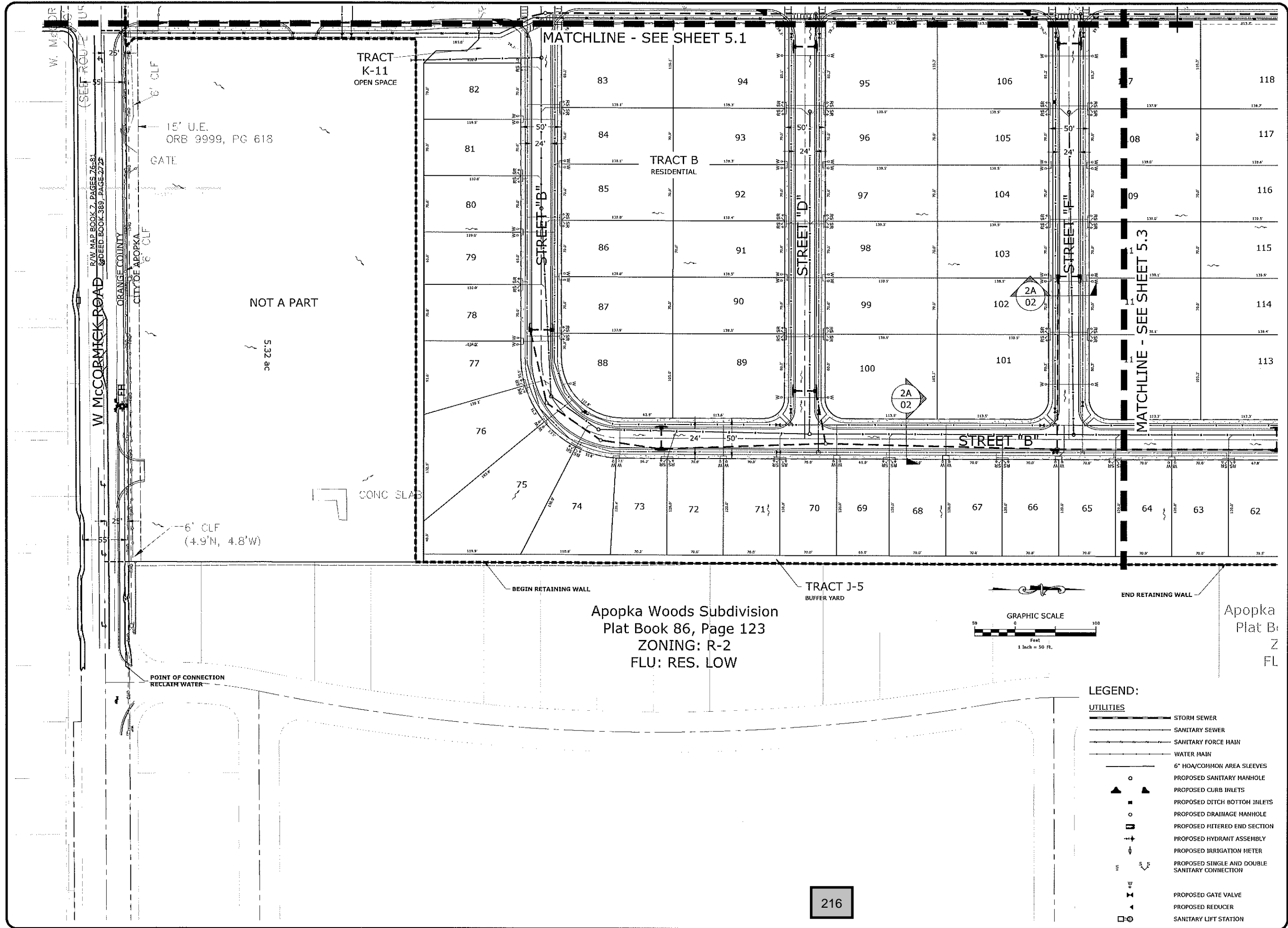
EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 0008788

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

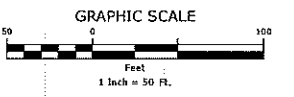
PRELIMINARY
DEVELOPMENT PLAN

DRAWN:
TVMWK / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
1" = 60'
JOB #:
25801
SHEET #:

51
OF SHEETS



Apopka Woods Subdivision
 Plat Book 86, Page 123
 ZONING: R-2
 FLU: RES. LOW



LEGEND:

UTILITIES	
	STORM SEWER
	SANITARY SEWER
	SANITARY FORCE MAIN
	WATER MAIN
	6" HOA/Common Area Sleeves
	PROPOSED SANITARY MANHOLE
	PROPOSED CURB INLETS
	PROPOSED DITCH BOTTOM INLETS
	PROPOSED DRAINAGE MANHOLE
	PROPOSED MITERED END SECTION
	PROPOSED HYDRANT ASSEMBLY
	PROPOSED IRRIGATION METER
	PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
	PROPOSED GATE VALVE
	PROPOSED REDUCER
	SANITARY LIFT STATION

216

DATE	REVISIONS
4-20-17	REV PER DRC COMMENTS
6-26-17	REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6786
 DAVID L. EVANS
 FLORIDA P.E. NO. 44586
 DATE: JULY 26, 2017

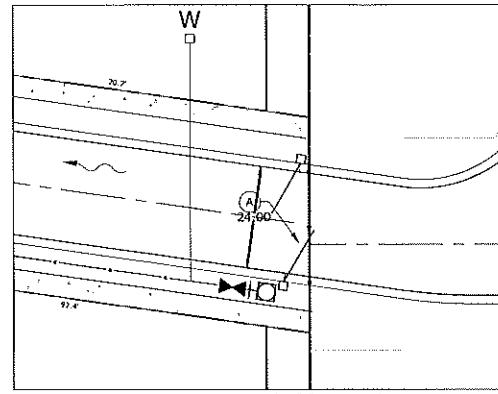
EVANS ENGINEERING, INC.
 LAND PLANNING PERMITTING SERVICES
 719 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 00068758

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

PRELIMINARY
 DEVELOPMENT PLAN

DRAWN:
TWV / MWK
 CHECKED:
MPG
 DATE:
JULY 2017
 SCALE:
1" = 50'
 JOB #:
25801
 SHEET #:

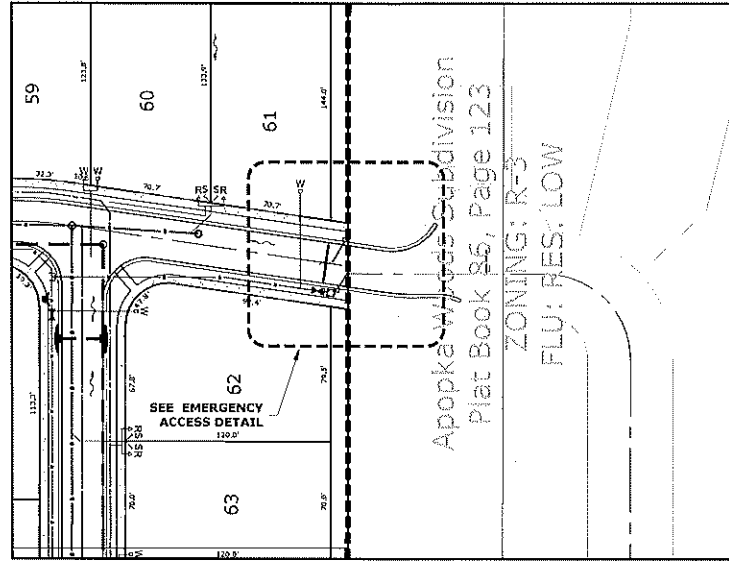
5.2
 OF SHEETS



EMERGENCY ACCESS DETAIL
(APOPKA WOODS ENTRY)
N.T.S.

NOTES:
1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3').

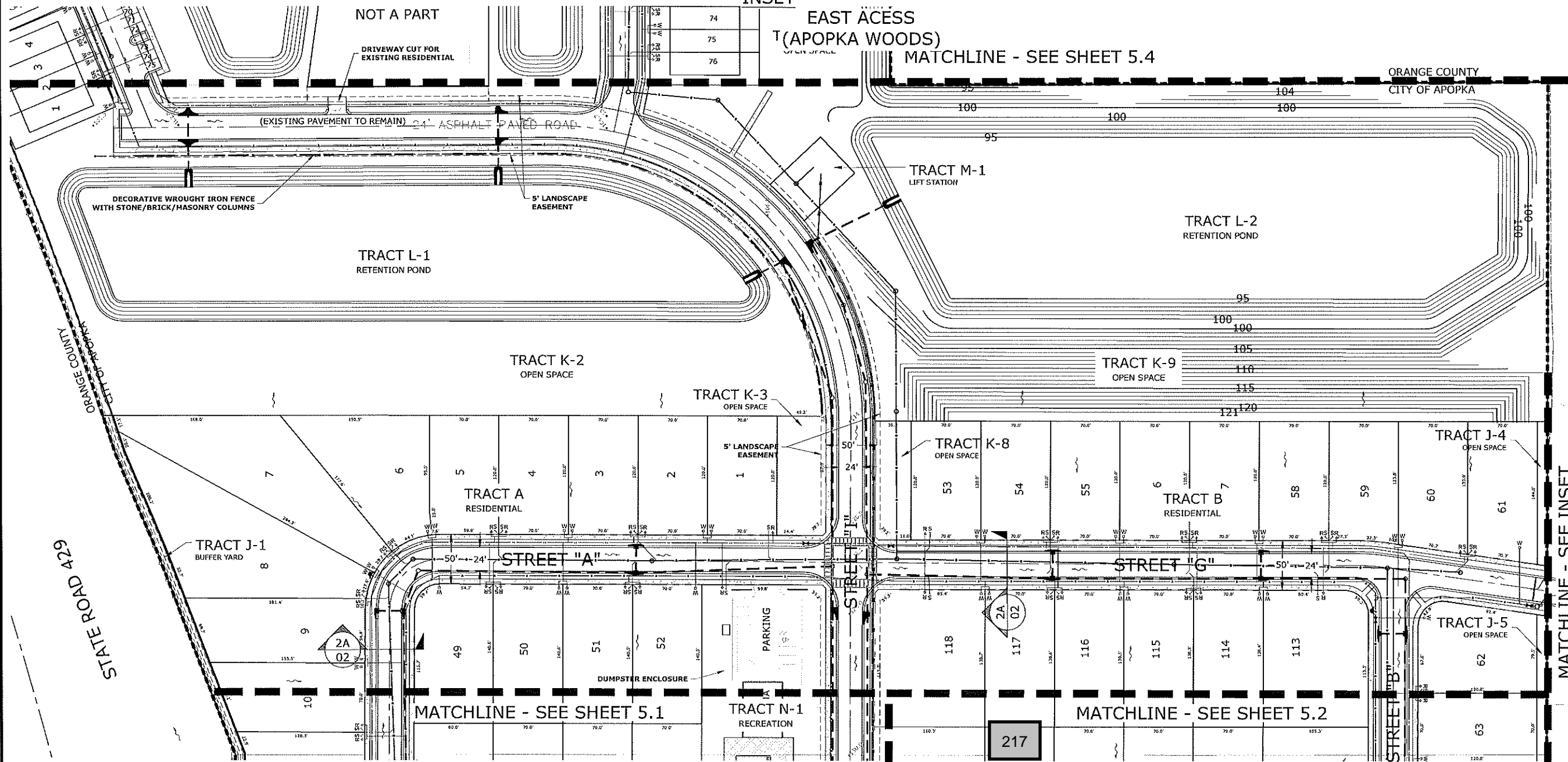
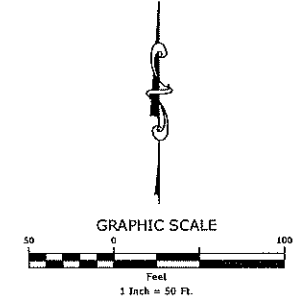
KEY NOTES:
A EMERGENCY ACCESS GATE (SEE NOTE 1)



INSET

LEGEND:

- UTILITIES
- STORM SEWER
 - SANITARY SEWER
 - SANITARY FORCE MAIN
 - WATER MAIN
 - 6" HOA/COMMON AREA SLEEVES
 - PROPOSED SANITARY MANHOLE
 - PROPOSED CURB INLETS
 - PROPOSED DITCH BOTTOM INLETS
 - PROPOSED DRAINAGE MANHOLE
 - PROPOSED MITERED END SECTION
 - PROPOSED HYDRANT ASSEMBLY
 - PROPOSED IRRIGATION METER
 - PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
 - PROPOSED GATE VALVE
 - PROPOSED REDUCER
 - SANITARY LIFT STATION



DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TW/MWK
6-26-17	REV PER DRC COMMENTS	JK/MWK

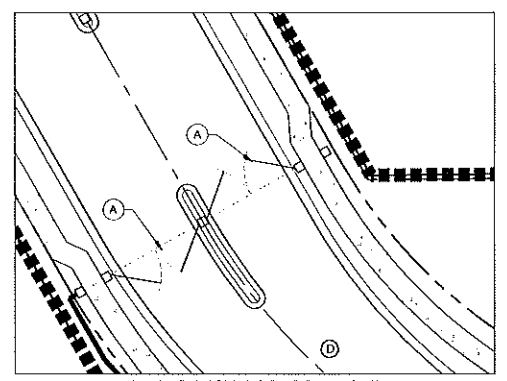
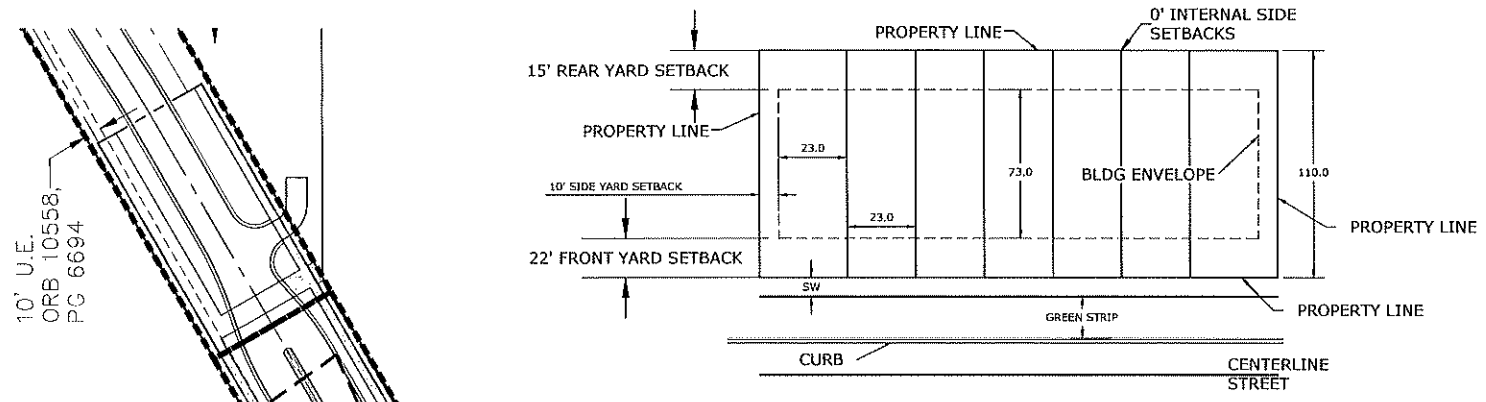
EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 0786
DAVID L. EVANS
FLORIDA P.E. NO. 46886
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00086758

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

PRELIMINARY
DEVELOPMENT PLAN

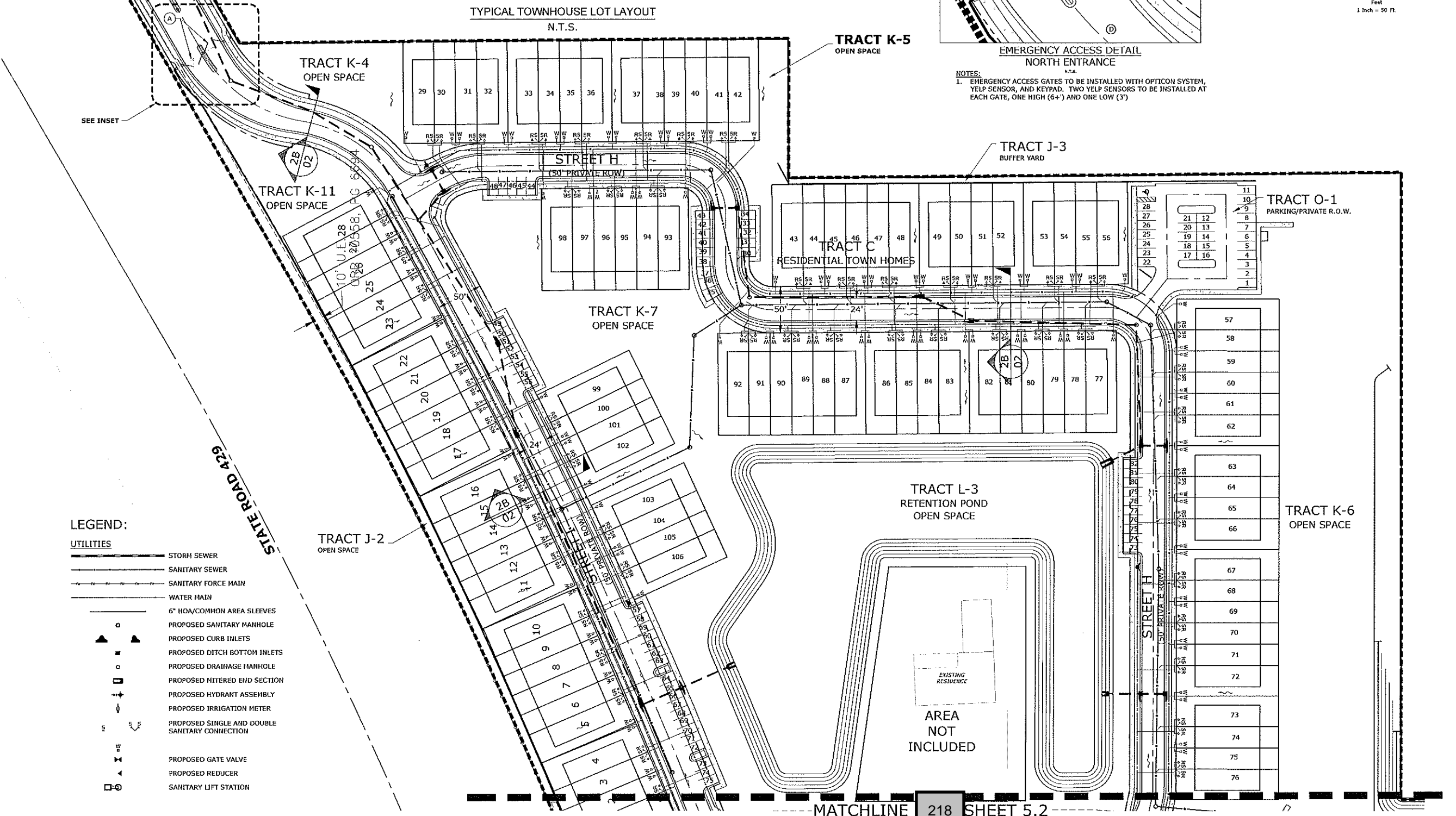
DRAWN: TW / MWK
CHECKED: MPG
DATE: JULY 2017
SCALE: 1" = 50'
JOB #: 25801
SHEET #:



KEY NOTES:
 (A) EMERGENCY ACCESS GATE (SEE NOTE 1)

NOTES:
 1. EMERGENCY ACCESS GATES TO BE INSTALLED WITH OPTICON SYSTEM, YELP SENSOR, AND KEYPAD. TWO YELP SENSORS TO BE INSTALLED AT EACH GATE, ONE HIGH (6'+) AND ONE LOW (3')

GRAPHIC SCALE
 1 Inch = 50 Ft.



LEGEND:

UTILITIES

- STORM SEWER
- SANITARY SEWER
- SANITARY FORCE MAIN
- WATER MAIN
- 6" HOA/Common Area Sleeves
- ▲ PROPOSED SANITARY MANHOLE
- ▲ PROPOSED CURB INLETS
- ▲ PROPOSED DITCH BOTTOM INLETS
- PROPOSED DRAINAGE MANHOLE
- ▲ PROPOSED MITERED END SECTION
- ▲ PROPOSED HYDRANT ASSEMBLY
- PROPOSED IRRIGATION METER
- PROPOSED SINGLE AND DOUBLE SANITARY CONNECTION
- ▲ PROPOSED GATE VALVE
- ▲ PROPOSED REDUCER
- PROPOSED SANITARY LIFT STATION

MATCHLINE 218 SHEET 5.2

DATE	REVISIONS
4-20-17	REV PER DDC COMMENTS
6-26-17	REV PER DDC COMMENTS

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 6788

DAVID L. EVANS
 LICENSE NO. 44688
 FLORIDA P.E. NO. 44688
 DATE: Jul 26, 2017

EVANS ENGINEERING, INC.
 LAB PLANNING PERMITTING SERVICES
 719 IRMA AVENUE 32803
 ORLANDO, FLORIDA (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 0006788

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

PRELIMINARY
 DEVELOPMENT PLAN

DRAWN: TVW / MWK
 CHECKED: MPG
 DATE: JULY 2017
 SCALE: 1" = 50'
 JOB #: 26801
 SHEET #:

54
 OF SHEETS

ORANGE COUNTY

FIRE FLOW CALCULATIONS:

PER CHAPTER 18, NFPA 1, 2009 EDITION

CONSTRUCTION TYPE	AREA (sf)	FF REQUIRED (gpm)	R13 SPRINKLER (75% REDUCTION-gpm)	FF PROVIDED (gpm)
COMMERCIAL (NOT A PART)	56,345	5,000	1,250	1,250
SINGLE FAMILY (TRACT A & B)	8,400	2,500	625	1,000
TOWNHOMES (TRACT C)	2,530	1,500	375	1,000

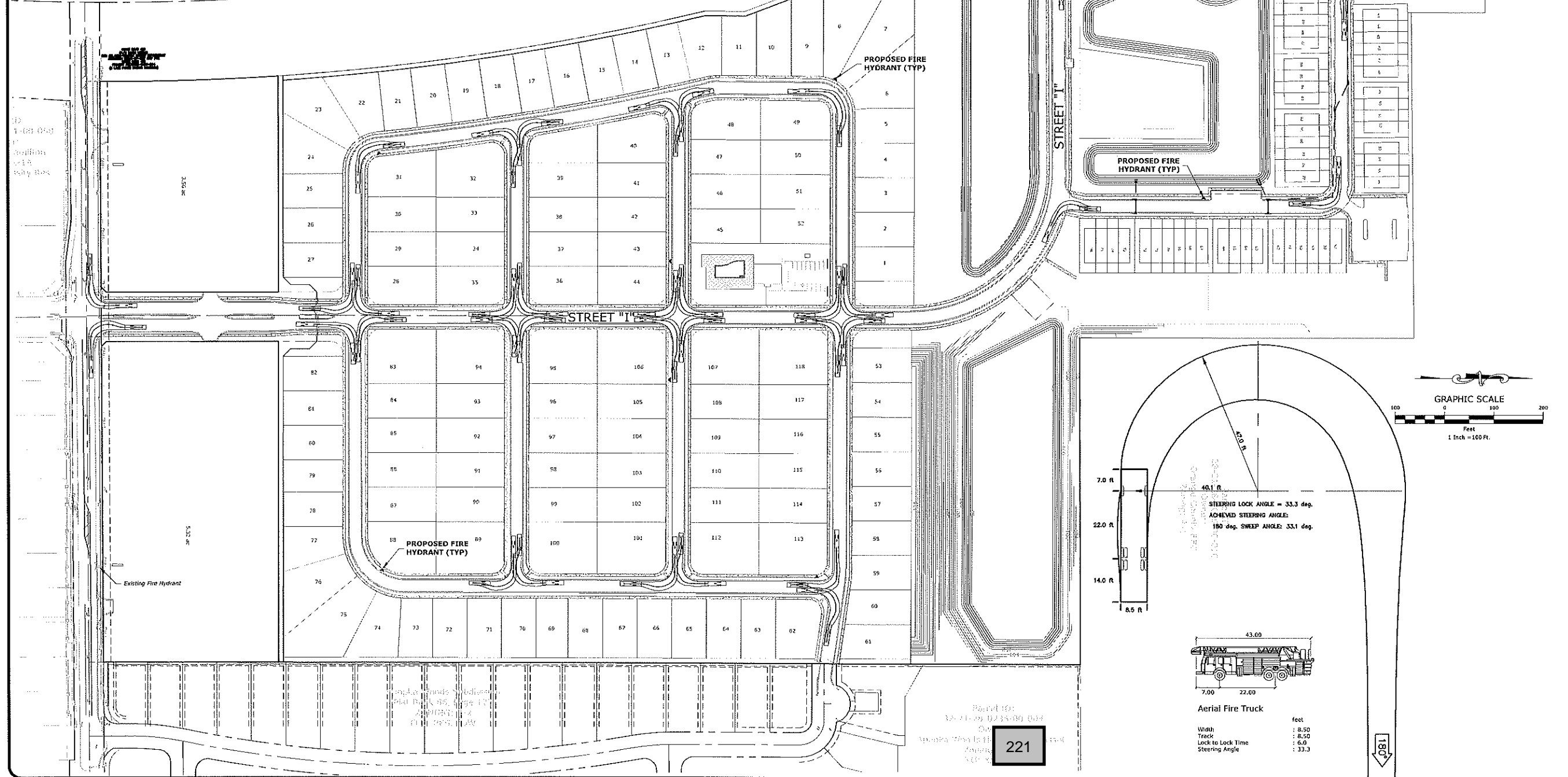
NUMBER OF FIRE HYDRANTS (ALL BUILDINGS)	MIN NUMBER OF HYDRANTS	AVE SPACING BETWEEN HYDRANTS (FT)	MAX DISTANCE FROM ANY POINT ON STREET FRONTAGE (FT)
FIRE FLOW - 1,750 OR LESS	1	500	250
FIRE FLOW - 2,000-2,250 GPM	2	450	225

NOTES: MINIMUM FIRE FLOW FOR COMMERCIAL BUILDINGS PER ORANGE COUNTY FIRE IS 2,000 GPM. BUILDINGS EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEMS SHALL CONFORM TO NFPA STANDARDS.

Orange County
Zoning: CITRUS RURAL (ORANGE CO.)
PL: BURLINGTON CO.

STATE ROAD 429
(RIGHT OF WAY VARIES)

Sheet ID:
11-21-28-0000-00-009
Owner:
Central Florida Properties, LLC



DATE	REVISIONS
4-20-17	1. REV PER DRC COMMENTS
6-24-17	2. REV PER DRC COMMENTS

EVANS ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION NO. 6789

DAVID L. EVANS
FLORIDA P.E. NO. 46586
DATE: JUL 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
719 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1515
www.evansenginc.com
CERTIFICATE OF AUTHORIZATION NO. 00006789

OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
FLORIDA
CITY OF APOPKA

PRELIMINARY
DEVELOPMENT PLAN
FIRE ACCESS PLAN

DRAWN:
TVW / MWK
CHECKED:
MPG
DATE:
JULY 2017
SCALE:
1" = 100'
JOB #:
25801
SHEET #:
80

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SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE
LANDSCAPE & IRRIGATION DESIGN
PO BOX 94833 • MIAMI, FLORIDA 33194 • PH: (407) 374-423
LICENSE NO. LC2002487 • DESIGN@SCHWEIZERBOJACK.COM

STATE ROAD 429

MATCHLINE - SEE SHEET L-2

MATCHLINE - SEE SHEET L-2

EXISTING TREE TO BE PRESERVED

EXISTING TREES TO BE PRESERVED

HATCHING INDICATES
LIMITS OF TREE REMOVAL

HATCHING INDICATES
LIMITS OF TREE REMOVAL

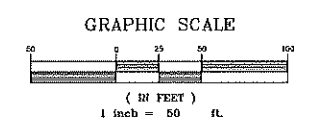
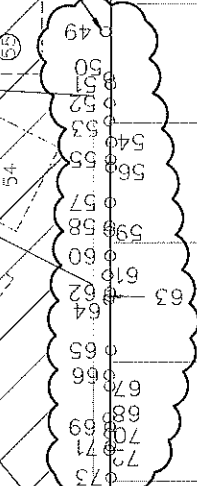
TREE LOCATION
AND NUMBER
(TYP)

THIS PARCEL IS
NOT INCLUDED
(FUTURE COMMERCIAL)

THIS PARCEL IS
NOT INCLUDED
(FUTURE COMMERCIAL)

W. MCCORMICK ROAD
(60' R/W)

223



TREE REMOVAL PLAN

(SHEET 1 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

- 7/21/17
- 6/23/17
- 5/17/17
- 5/01/17
- 4/12/17
- 1/31/17

DRAWN BY: KB
SHEET NUMBER
L-1

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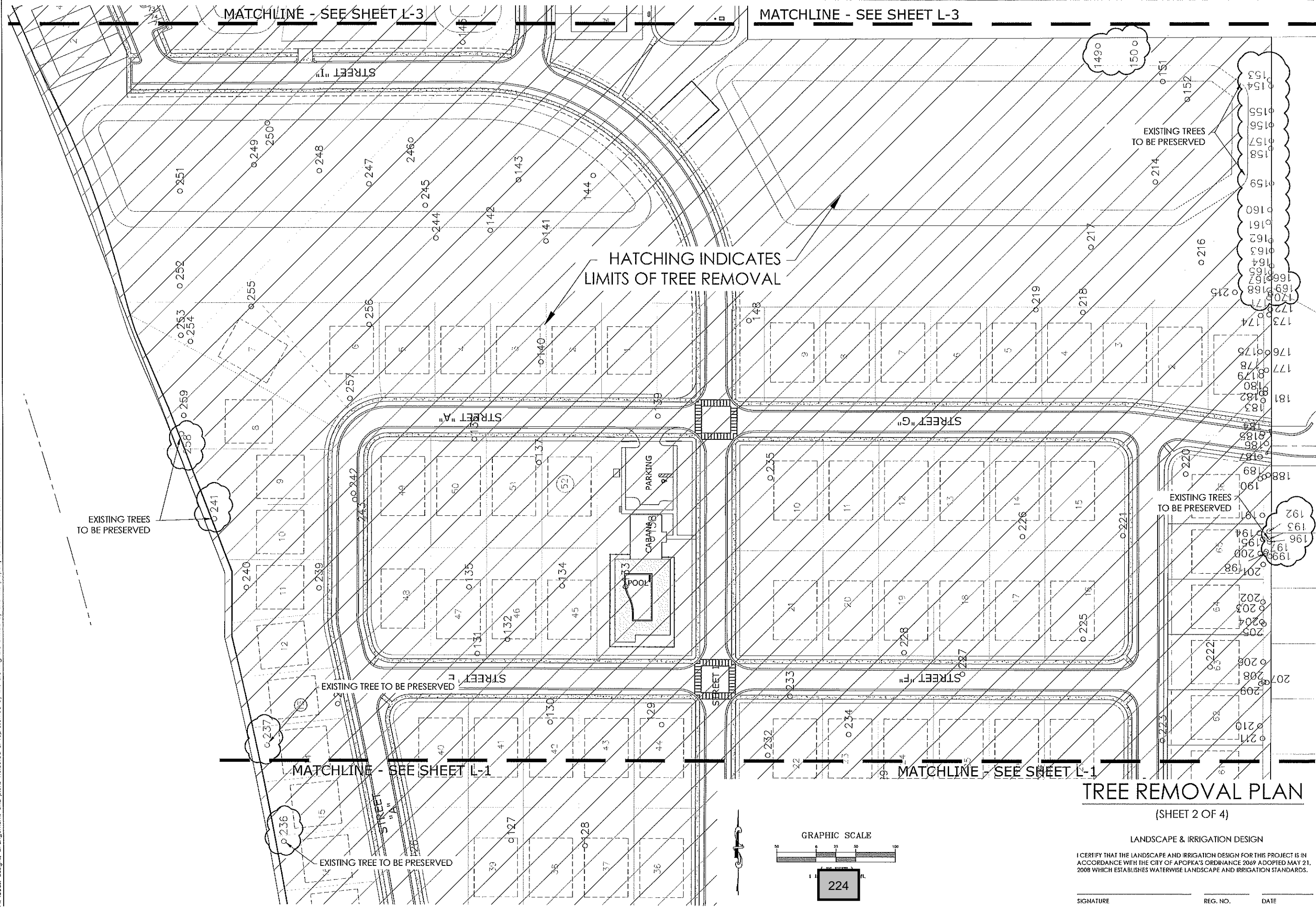


SCHWEIZER
BOJACK
LANDSCAPE
ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
PO BOX 48883 • APOPKA, FLORIDA 32794 • PH: (407) 376-1423
LICENSE NO. LC74000497 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

7/21/17
6/23/17
5/17/17
5/01/17
4/12/17
1/31/17
DRAWN BY: KB
SHEET NUMBER
L-2



TREE REMOVAL PLAN

(SHEET 2 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

- 7/21/17
- 6/23/17
- 5/17/17
- 5/01/17
- 4/12/17

1/31/17
DRAWN BY: KB
SHEET NUMBER

L-3

MATCHLINE (THIS SHEET)

HATCHING INDICATES
LIMITS OF TREE REMOVAL

MATCHLINE - SEE SHEET L-2

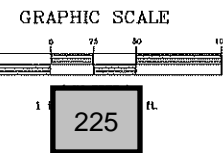
MATCHLINE (THIS SHEET)
NORTHERN VEI
SEE SHEET L-1

TREE REMOVAL PLAN
(SHEET 3 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



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TREE REMOVAL

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
1	OAK	6	SINGLE
2	PINE	14	SINGLE
3	PINE	8	SINGLE
4	PINE	12	SINGLE
12	OAK	24	SINGLE
13	OAK	24*	SINGLE
14	OAK	24	SINGLE
16	OAK	23	DOUBLE
17	OAK	38	SINGLE
35	OAK	24	SINGLE
36	OAK	35	SINGLE
37	OAK	26	SINGLE
38	OAK	30	SINGLE
39	OAK	24	DOUBLE
40	OAK	28	SINGLE
41	OAK	64	SINGLE
42	CABBAGE PALM	20	SINGLE
43	OAK	52	SINGLE
44	OAK	28	SINGLE
45	OAK	30	SINGLE
46	OAK	22	SINGLE
47	OAK	30	SINGLE
114	OAK	26	SINGLE
115	OAK	24*	SINGLE
116	OAK	24	SINGLE
117	OAK	30	SINGLE
118	OAK	28	SINGLE
119	OAK	32	SINGLE
120	OAK	30	SINGLE
121	OAK	44	SINGLE
122	OAK	28	SINGLE
123	OAK	30	SINGLE
124	OAK	30	SINGLE
125	OAK	42	SINGLE
126	OAK	34	SINGLE
127	OAK	26	SINGLE
128	OAK	30	SINGLE
129	OAK	30	SINGLE
130	OAK	46	SINGLE
131	OAK	28	SINGLE
132	OAK	28	SINGLE
133	OAK	52	SINGLE
134	OAK	24	SINGLE
135	OAK	34	SINGLE
136	OAK	24	SINGLE
137	OAK	32	SINGLE
138	OAK	24	SINGLE
139	OAK	32	SINGLE
140	OAK	80	SINGLE
141	OAK	24	SINGLE
142	OAK	26	SINGLE
143	OAK	40	SINGLE
144	OAK	24	SINGLE
145	OAK	22	SINGLE
146	OAK	24	SINGLE
147	OAK	44	SINGLE
148	OAK	26	SINGLE
151	OAK	42	SINGLE
152	OAK	36	SINGLE
172	OAK	6	DOUBLE
178	OAK	18	SINGLE
174	OAK	10	SINGLE
175	OAK	20	SINGLE
176	OAK	20	SINGLE
177	OAK	10	SINGLE
178	OAK	6	DOUBLE
179	OAK	8	SINGLE
180	OAK	12	SINGLE
181	OAK	18	SINGLE
182	OAK	24	SINGLE
183	OAK	8	DOUBLE
184	OAK	22	SINGLE
185	OAK	28	SINGLE
186	OAK	12	SINGLE
187	OAK	6	SINGLE

TREE PRESERVATION

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
188	OAK	14	SINGLE
189	OAK	12	SINGLE
190	OAK	12	SINGLE
191	OAK	48	SINGLE
194	OAK	24	SINGLE
195	OAK	18	DOUBLE
198	OAK	12	SINGLE
200	CABBAGE PALM	16	SINGLE
201	OAK	14	SINGLE
202	CABBAGE PALM	14	SINGLE
203	OAK	8	SINGLE
204	OAK	8	DOUBLE
205	OAK	32	SINGLE
206	OAK	14	DOUBLE
207	OAK	20	SINGLE
208	OAK	14	SINGLE
209	OAK	10	SINGLE
210	OAK	28	SINGLE
211	OAK	6	3-4 CLUSTER
212	CABBAGE PALM	16	SINGLE
213	OAK	10	3-4 CLUSTER
214	OAK	82	SINGLE
215	OAK	40	SINGLE
216	OAK	36	SINGLE
217	OAK	24	TRIPLE
218	OAK	30	SINGLE
219	OAK	36	SINGLE
220	OAK	42	SINGLE
221	OAK	42	SINGLE
222	OAK	50	SINGLE
223	OAK	40	SINGLE
224	OAK	28	SINGLE
225	OAK	26	TRIPLE
226	OAK	42	SINGLE
227	OAK	40	DOUBLE
228	OAK	38	SINGLE
229	OAK	24	SINGLE
230	OAK	32	SINGLE
231	OAK	26	SINGLE
232	OAK	22	SINGLE
233	OAK	44	SINGLE
234	OAK	46	SINGLE
235	OAK	30	SINGLE
236	OAK	26	SINGLE
239	OAK	26	SINGLE
240	OAK	18	TRIPLE
242	OAK	30	SINGLE
243	OAK	30	SINGLE
244	OAK	20	SINGLE
245	OAK	18	SINGLE
246	OAK	18	SINGLE
247	OAK	26	SINGLE
248	OAK	18	SINGLE
249	OAK	24	SINGLE
250	OAK	20	SINGLE
251	OAK	32	SINGLE
252	OAK	34	SINGLE
253	OAK	40	SINGLE
254	OAK	42	SINGLE
255	OAK	34	SINGLE
256	OAK	68	SINGLE
257	OAK	28	SINGLE
258	OAK	18	SINGLE
259	OAK	20	SINGLE
260	OAK	20	SINGLE
261	OAK	28	SINGLE
262	OAK	18	SINGLE
263	OAK	16	DOUBLE
264	OAK	52	SINGLE
265	OAK	42	SINGLE
266	OAK	26	SINGLE
267	OAK	26	SINGLE
268	OAK	34	SINGLE
269	OAK	10	SINGLE

TREE NO.	SPECIES	DIAMETER (INCHES)	QUANTITY
49	OAK	12	SINGLE
50	OAK	32	SINGLE
51	OAK	28	SINGLE
52	OAK	14	SINGLE
53	OAK	16	SINGLE
54	OAK	14	SINGLE
55	OAK	16	SINGLE
56	OAK	14	SINGLE
57	OAK	64	SINGLE
58	OAK	18	SINGLE
59	OAK	14	SINGLE
60	OAK	18	SINGLE
61	OAK	30	SINGLE
62	OAK	8	SINGLE
63	OAK	8	SINGLE
64	OAK	20	SINGLE
65	OAK	12	SINGLE
66	OAK	16	SINGLE
67	OAK	20	SINGLE
68	OAK	6	SINGLE
69	OAK	18	SINGLE
70	OAK	16	SINGLE
71	OAK	8	SINGLE
72	OAK	18	SINGLE
73	OAK	6	SINGLE
149	OAK	10	SINGLE
150	PINE	10	SINGLE
153	OAK	32	SINGLE
154	OAK	10	SINGLE
155	OAK	28	SINGLE
156	OAK	26	SINGLE
157	OAK	18	SINGLE
158	OAK	12	SINGLE
159	OAK	28	SINGLE
160	OAK	12	SINGLE
161	OAK	6	SINGLE
162	OAK	26	TRIPLE
163	OAK	8	SINGLE
164	OAK	8	SINGLE
165	OAK	8	SINGLE
166	OAK	32	SINGLE
167	OAK	8	SINGLE
168	OAK	6	SINGLE
169	OAK	14	SINGLE
170	OAK	12	SINGLE
171	OAK	8	SINGLE
192	OAK	10	SINGLE
193	OAK	10	SINGLE
196	OAK	8	SINGLE
197	CABBAGE PALM	14	SINGLE
199	OAK	12	SINGLE
236	OAK	60	SINGLE
237	OAK	38	SINGLE
241	OAK	20	SINGLE

TREE REMOVAL & TREE PRESERVATION TABLE NOTES:

- TREES #13 & #115 SIZES CHANGED DUE TO ERROR IN SIZE REPORTED ON TREE SURVEY FOUND DURING SITE ANALYSIS BY LANDSCAPE ARCHITECT (INDICATED BY *).
- TREES #145, #148, #222, #238, #249, #251, #253, #254 & #260 OMITTED FROM TREE MITIGATION CALCULATIONS DUE TO EXTREME POOR HEALTH AND/OR DISEASE (INDICATED BY STRIKETHROUGH).
- TREES #5 THRU #11, #15, #18 THRU #34, #48, & #74 THRU #113 HAVE BEEN OMITTED FROM THE TREE REMOVAL & TREE PRESERVATION TABULATIONS AS THEY ARE OUTSIDE THE LIMITS OF THE PROJECT.
- CABBAGE PALMS (#42, #197, #200, #202 & #212) HAVE BEEN OMITTED FROM THE TREE REMOVAL & TREE PRESERVATION TABULATIONS DUE TO "NON-PROTECTED" STATUS (INDICATED BY STRIKETHROUGH).

TREE REMOVAL DATA

TOTAL EXISTING TREES TO BE REMOVED: 160 TREES (4,024")
 SPECIMEN TREES (≥24" DBH) REMOVED: 98 TREES (3,192")
 PROTECTED TREES (<24" DBH) REMOVED: 62 TREES (832")
 (NOTE: CABBAGE PALMS & TREES UNDER 6" DBH NOT INCLUDED)

TREE PRESERVATION DATA

TOTAL EXISTING TREES TO BE PRESERVED: 53 TREES (926")
 SPECIMEN TREES (≥24" DBH) PRESERVED: 12 TREES (424")
 PROTECTED TREES (<24" DBH) PRESERVED: 41 TREES (502")
 (NOTE: CABBAGE PALMS & TREES UNDER 6" DBH NOT INCLUDED)

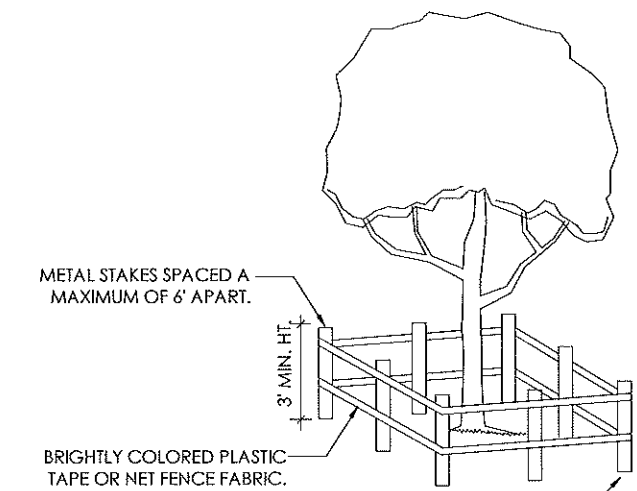
TREE REQUIREMENT (MAX. TREE STOCK CALCULATION)

TOTAL SITE AREA: 3,022,193 SQ. FT. (69.38 ACRES)
 TREES REQUIRED: 378 TREES (1 TREE/8,000 SQ. FT.)
 TREES PROVIDED: 879 TREES (INCLUDES BUFFER TREES)

TREE REPLACEMENT (PROPOSED TREES)

9 LIVE OAKS x 3.5" DBH = 31.5"
 290 LIVE OAKS x 3" DBH = 870"
 7 MAGNOLIAS x 3" DBH = 21"
 45 RED MAPLES x 3" DBH = 135"
 70 BALD CYPRESS x 3" DBH = 210"
 289 LOT CANOPY TREES x 3" DBH = 867"
 59 RED CEDARS x 3" DBH = 177"
 37 YAUPON HOLLIES x 3" DBH = 111"
 73 CRAPE MYRTLES x 3" DBH = 219"
879 PROPOSED TREES = 2,641.5"

TREE PROTECTION DETAIL



PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR STAND OF TREES, WHICHEVER IS GREATER. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

TREE PROTECTION NOTES

- All protected trees shall have the trunk and roots protected by protective barriers erected prior to development activity in accordance with the following:
- Protective barriers constructed of wood rails, chain link fabric or orange plastic safety netting shall be placed around the tree or trees to form a continuous barricade at least four feet high. Ideally such barriers will form a protection zone described by the drip line.
 - Protective barriers shall remain in place until landscape operations begin or until construction in the immediate area has been completed.
 - Trenching for underground utilities shall be prohibited inside the protective barriers. If underground utilities must be routed through the protected area, tunneling shall be required. All landscape preparation in these areas shall be conducted by hand, except for mechanical tunneling as needed.
 - No vehicles, equipment, materials or fill shall be placed or stored within the protected area.

TREE REMOVAL PLAN

(SHEET 4 OF 4)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2009 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
 PO BOX 98835 • MAITLAND, FLORIDA 32794 • PH. (407) 976-1423
 LICENSE NO. LC2600487 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
 1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

7/21/17
 6/23/17
 5/17/17
 5/01/17
 4/12/17
 1/31/17
 DRAWN BY: KB
 SHEET NUMBER
L-4

LANDSCAPE NOTES:

1. PEDESTRIAN LEVEL LIGHTING TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
2. DETAILED LANDSCAPE PLANS TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
3. **DEVELOPER** RESPONSIBLE FOR INSTALLING LANDSCAPING IN THE FOLLOWING AREAS:
 - A. NORTH & SOUTH ENTRANCES
 - B. STREET "I" RIGHT-OF-WAY (FROM MCCORMICK RD. TO CELL TOWER)
 - C. PERIMETER WALL & BUFFER PLANTINGS
 - D. SOD ONLY IN PARK AREAS & RETENTION PONDS
4. **HOME BUILDER** RESPONSIBLE FOR INSTALLING ALL OTHER LANDSCAPING & IRRIGATION NOT OUTLINED ABOVE UPON COMPLETION OF EACH HOME/TOWNHOME OR AMENITY AREA.

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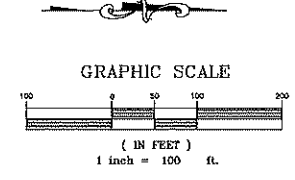
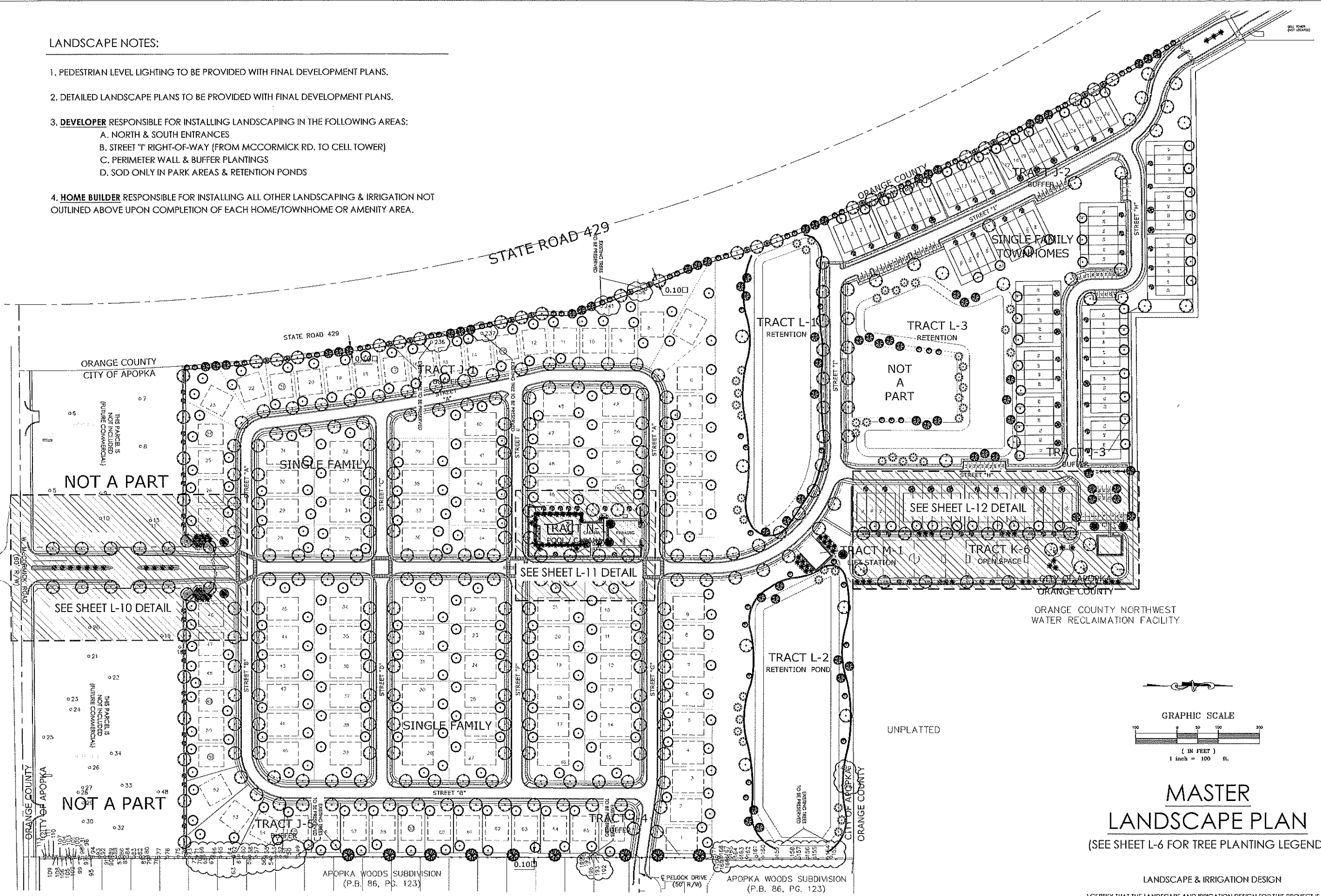
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LANDSCAPE & IRRIGATION DESIGN
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LICENSE NO. LC2000847 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

- 7/21/17
- 6/23/17
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- 5/01/17
- 4/12/17
- 1/31/17

DRAWN BY: KB
SHEET NUMBER
L-5



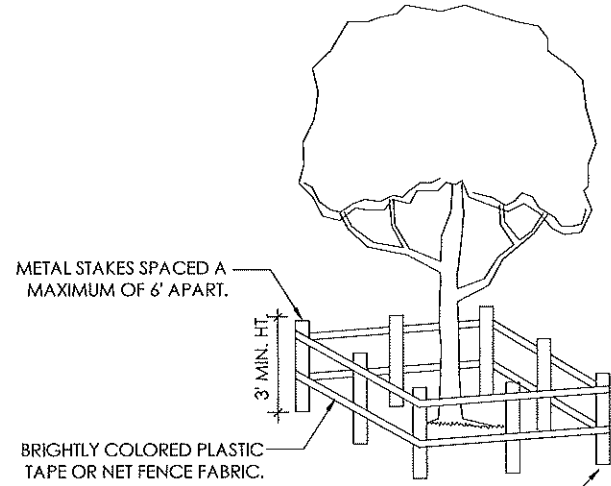
MASTER LANDSCAPE PLAN
(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

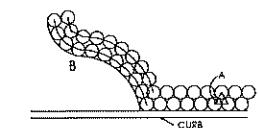
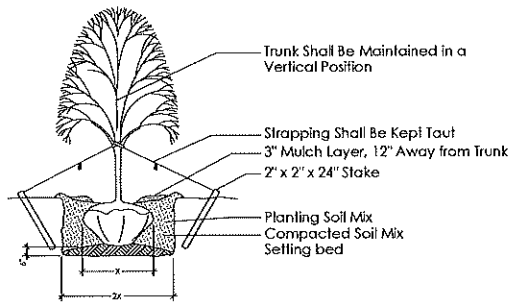
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TREE PROTECTION DETAIL

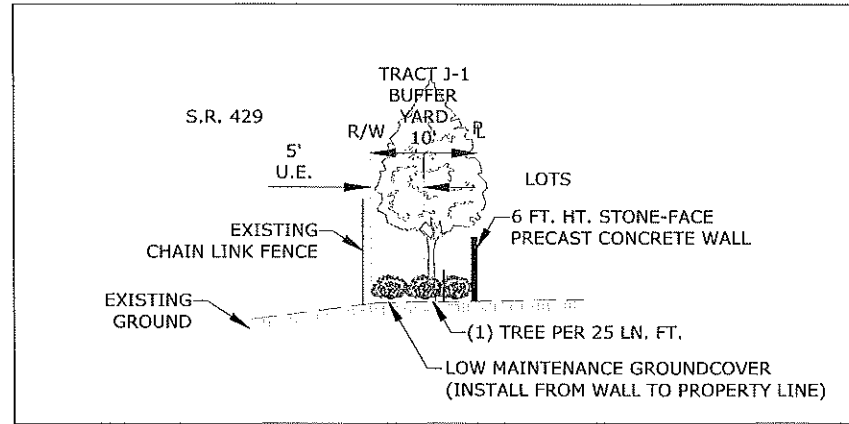
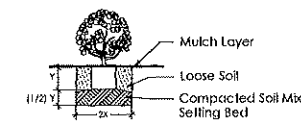


PROTECTIVE BARRIERS SHALL BE PLACED AT POINTS NOT CLOSER THAN SIX (6) FEET FROM THE BASE OF THE TREE OR AT THE RADIUS OF THE DRIP-LINE OF THE PROTECTED TREE OR STAND OF TREES, WHICHEVER IS GREATER. EACH SECTION OF THE BARRIER SHALL BE CLEARLY VISIBLE (FLAGGED WITH BRIGHTLY COLORED PLASTIC TAPES OR OTHER MARKERS). NO ATTACHMENTS OR WIRES OTHER THAN THOSE OF A PROTECTIVE OR NON-DAMAGING NATURE SHALL BE ATTACHED TO ANY TREE.

PLANTING DETAILS



A Shrubs & groundcovers adjacent to straight edges shall be triangular & spaced in rows parallel to the straight edge.
B Shrubs & groundcovers adjacent to curved edges shall be planted in rows parallel to the curved edge.



TYPICAL WESTERN LANDSCAPE BUFFER SECTION (SCALE: N.T.S.)

LANDSCAPE GENERAL NOTES

- The Landscape Contractor shall insure that this work does not interrupt established or projected drainage patterns. The Landscape Contractor shall insure adequate vertical drainage in all plant beds and planters. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage.
- The Landscape Contractor shall be responsible for all materials and all work as called for on the landscape plans and in the landscape specifications. The list of plant quantities accompanying the plans shall be used as a guide only. Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- All plant materials shall be graded Florida No. 1 or better, as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- All plant beds and tree rings shall be top dressed with a 3" minimum depth of pine bark nuggets.
- The Landscape Contractor shall be wholly responsible for stability and plumb condition of all trees and shrubs. Staking of trees or shrubs, if desired or requested by the Landscape Architect or owner, shall be done utilizing a method agreed upon by the Landscape Architect.
- No fill material or use of heavy equipment around existing trees is allowed. Existing trees are to be protected by a wood barricade erected in compliance with local codes.
- The Landscape Contractor is responsible for testing project soils. The Landscape Contractor is to provide a certified soils report to the Owner and Landscape Architect. The Landscape Contractor shall verify that the soils on site are acceptable for proper growth of the proposed plant material. Should the Landscape Contractor find poor soil conditions, the Owner and Landscape Architect must be consulted prior to planting.
- All grades, dimensions and existing conditions shall be verified by the Contractor on site before construction begins. Any discrepancies shall be brought to the attention of the Landscape Architect.
- All proposed trees to be installed either entirely in or entirely out of planting beds. Planting bedlines are not to be obstructed; smooth and flowing.
- The Landscape Contractor shall review architectural/engineering plans to become thoroughly familiar with surface and subsurface utilities.
- The Landscape Contractor shall coordinate with the lighting and irrigation contractors regarding the timing of the installation of plant material.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of his negligence in the execution of work.

IRRIGATION NOTE

Irrigation Plan will be provided at time of the Final Development Plan.

LANDSCAPE DEVELOPMENT NOTES:

- PEDESTRIAN LEVEL LIGHTING TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
- DETAILED LANDSCAPE PLANS WITH PLANTING SCHEDULE TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
- DEVELOPER** RESPONSIBLE FOR INSTALLING LANDSCAPING IN THE FOLLOWING AREAS:
 - NORTH & SOUTH ENTRANCES
 - STREET "T" RIGHT-OF-WAY (FROM MCCORMICK RD. TO CELL TOWER)
 - PERIMETER WALL & BUFFER PLANTINGS
 - SOD ONLY IN PARK AREAS & RETENTION PONDS
- HOME BUILDER** RESPONSIBLE FOR INSTALLING ALL OTHER LANDSCAPING & IRRIGATION NOT OUTLINED ABOVE UPON COMPLETION OF EACH HOME/TOWNHOME OR AMENITY AREA.

TREE PLANTING LEGEND

SYMBOL	KEY	QNTY.	COMMON/BOTANICAL NAME	SPECIFICATIONS/DESCRIPTION
☉	QV1	9	Live Oak <i>Quercus virginiana</i>	3 1/2" DBH, 12' - 14' Ht., 100 Gal. or B&B
☉	QV2	290	Live Oak <i>Quercus virginiana</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
☉	MG	7	Southern Magnolia <i>Magnolia grandiflora</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
☉	AR	45	Red Maple <i>Acer rubrum</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
☉	TD	70	Bald Cypress <i>Taxodium distichum</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
☉	LOT	289	Canopy Tree (Species to be Selected by Lot Owner: Live Oak, Magnolia, Red Maple or Elm Tree)	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
☉	JV	59	Red Cedar <i>Juniperus virginiana</i>	3" DBH, 10' - 12' Ht., 100 Gal. or B&B
☉	IVN	37	Upright Yaupon Holly <i>Lagerstroemia indica</i>	3" Total DBH, Multi Trunk, 8' - 10' Ht., 100 Gal. or B&B
☉	LI	73	Crape Myrtle <i>Lagerstroemia indica</i>	3" Total DBH, Multi Trunk, 8' - 10' Ht., 100 Gal. or B&B

NOTE: Additional Details on Palms, Ornamentals, Shrubs & Groundcovers to be included on Final Development Plan

PROPOSED TREE PLANTING INCHES

9 LIVE OAKS x 3.5" DBH =	31.5"
290 LIVE OAKS x 3" DBH =	870"
7 MAGNOLIAS x 3" DBH =	21"
45 RED MAPLES x 3" DBH =	135"
70 BALD CYPRESS x 3" DBH =	210"
289 LOT CANOPY TREES x 3" DBH =	867"
59 RED CEDARS x 3" DBH =	177"
37 YAUPON HOLLIES x 3" DBH =	111"
73 CRAPE MYRTLES x 3" DBH =	219"
879 PROPOSED TREES =	2,641.5"

**LANDSCAPE
NOTES & DETAILS**

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

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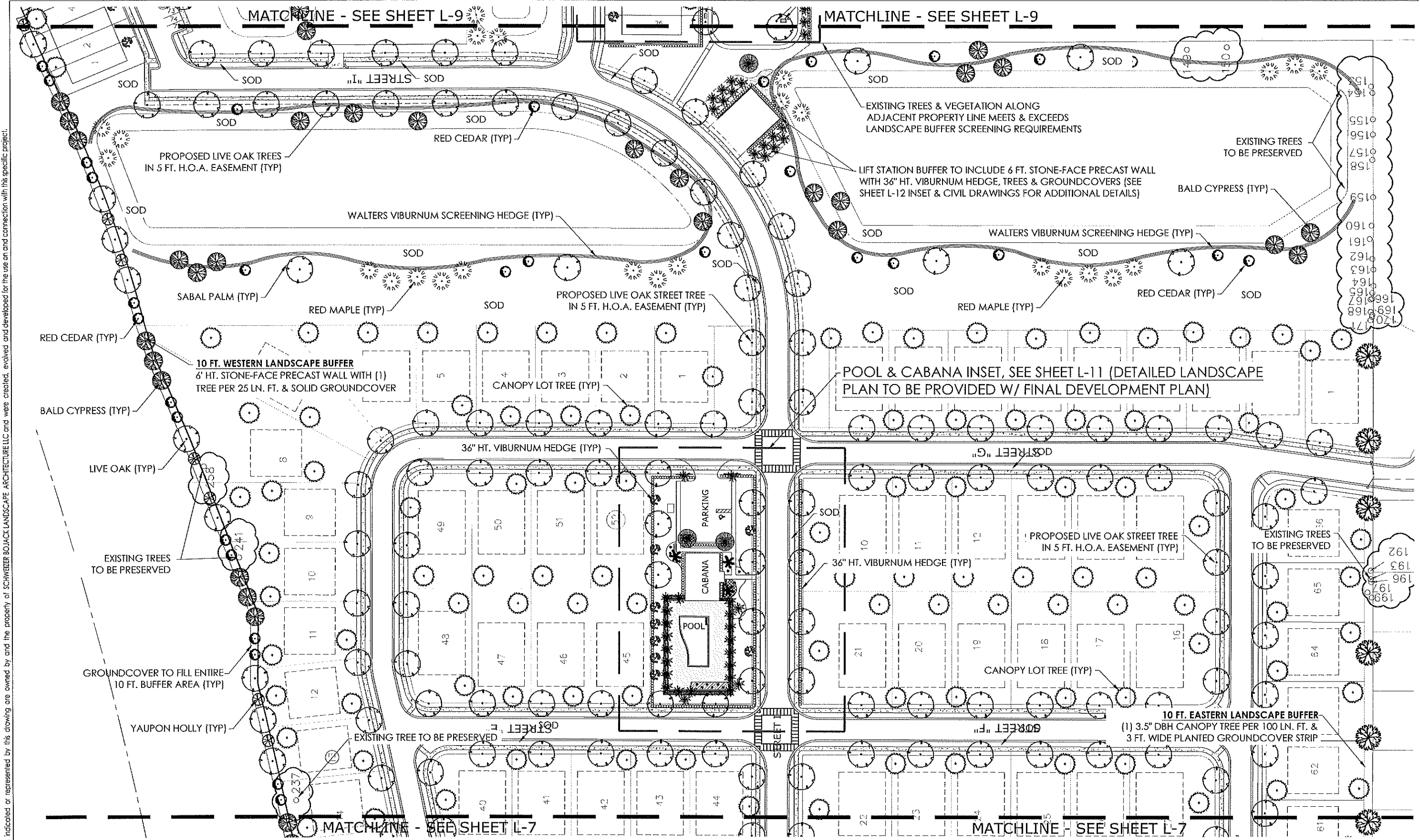
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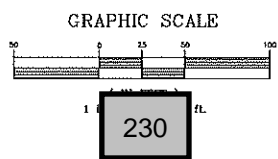
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SHEET NUMBER
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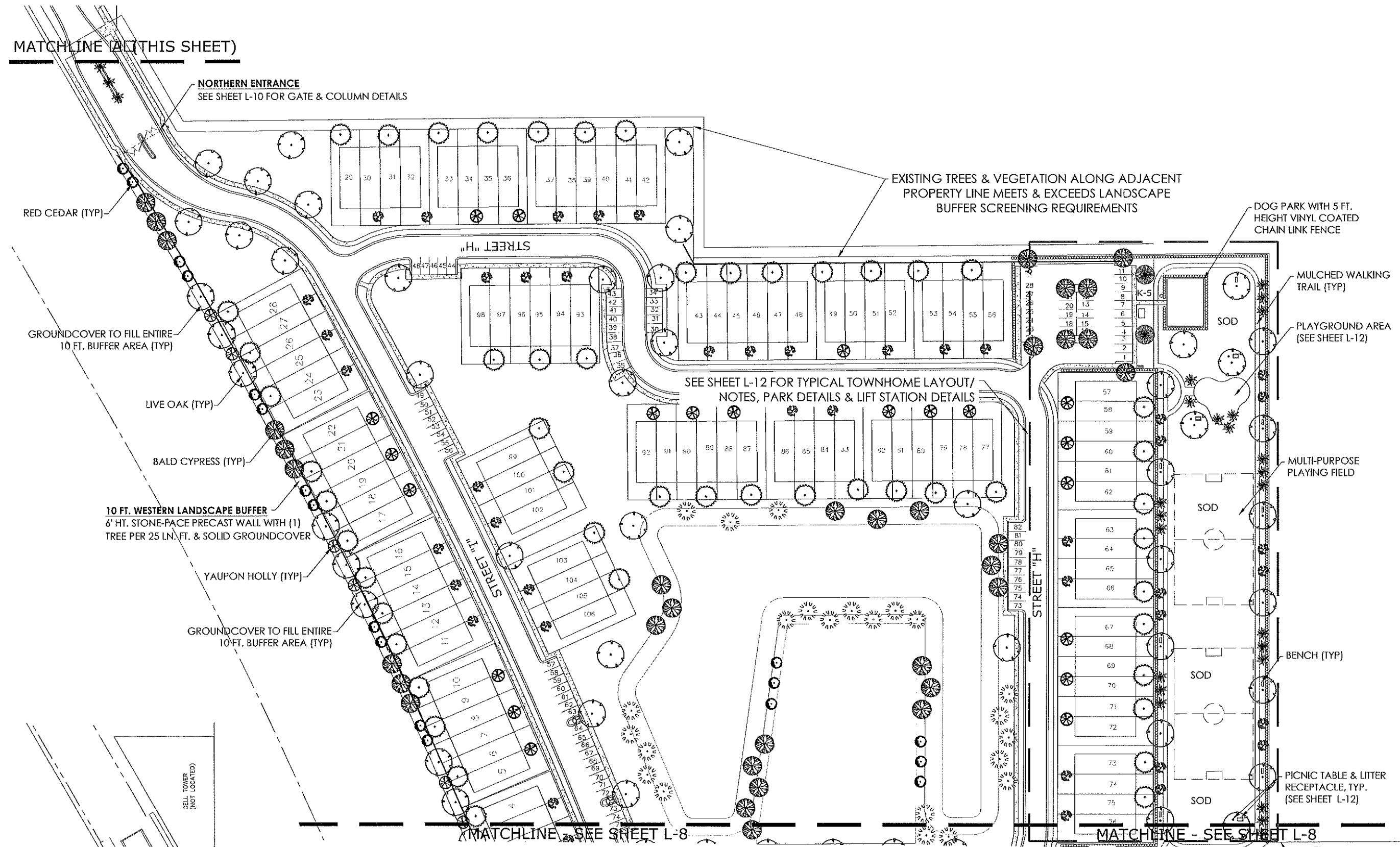
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LANDSCAPE PLAN
(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

LANDSCAPE & IRRIGATION DESIGN
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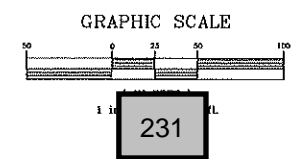
SEE SHEET L-12 FOR TYPICAL TOWNHOME LAYOUT/
NOTES, PARK DETAILS & LIFT STATION DETAILS

LANDSCAPE PLAN

(SEE SHEET L-6 FOR TREE PLANTING LEGEND)

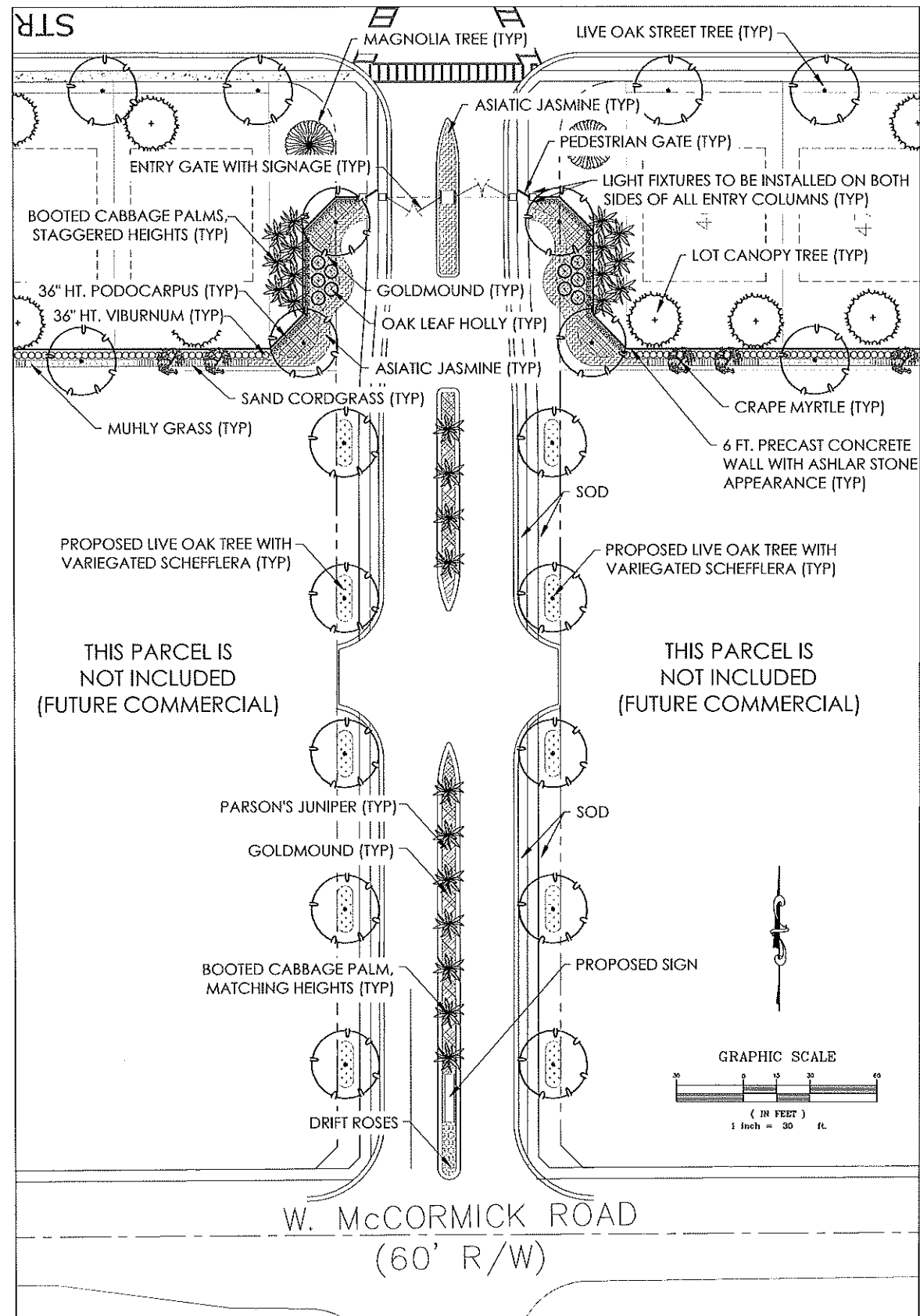
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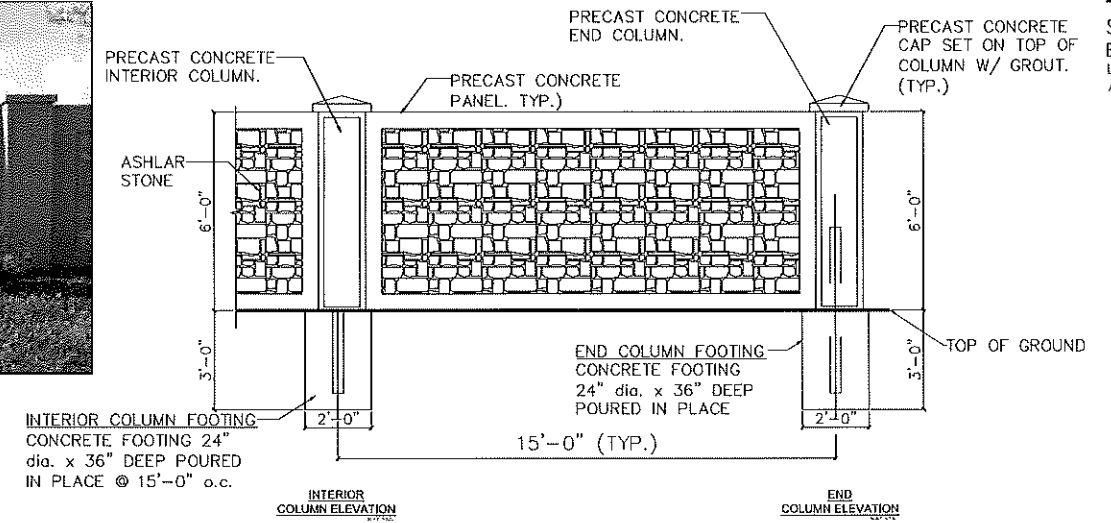
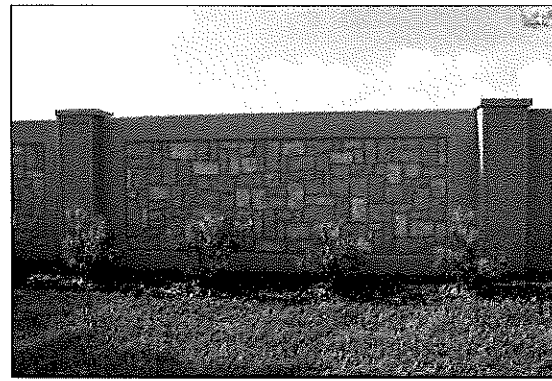


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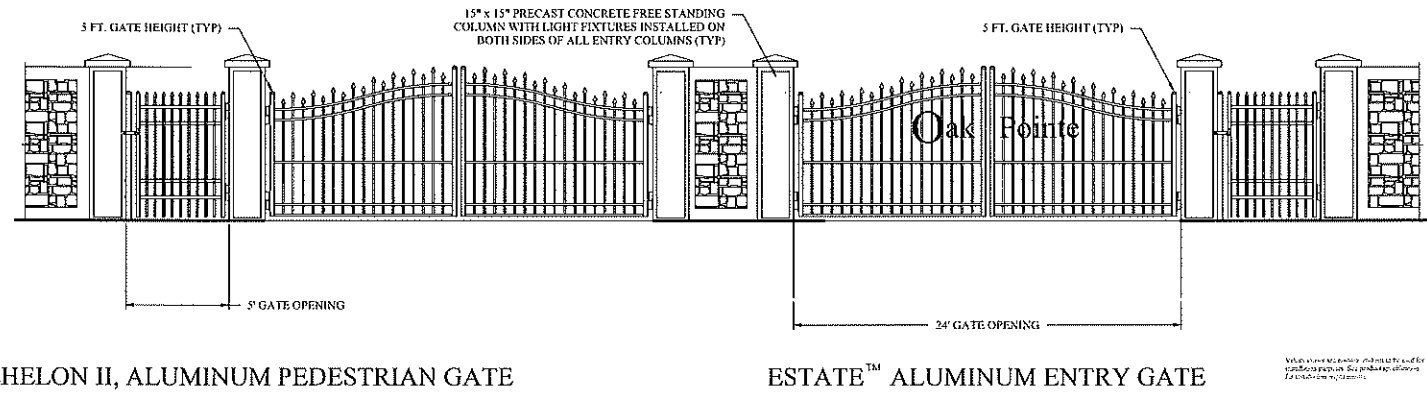
SOUTHERN ENTRANCE LANDSCAPE



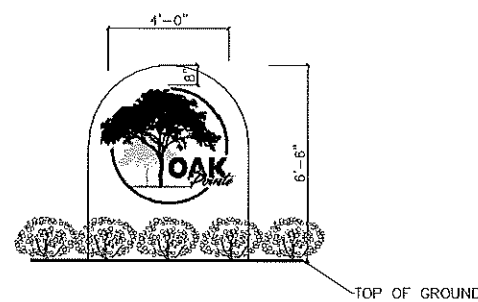
WALL DETAILS



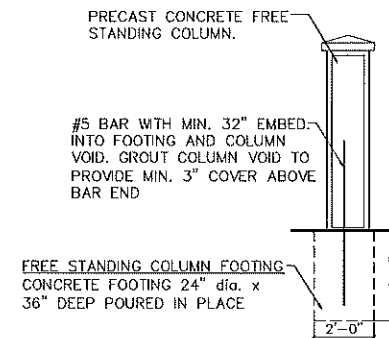
GATE ELEVATIONS (TYPICAL LAYOUT FOR NORTH & SOUTH ENTRIES)



SOUTH ENTRY SIGN ELEVATION



FREE STANDING COLUMN



ENTRANCE LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

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LANDSCAPE
ARCHITECTURE

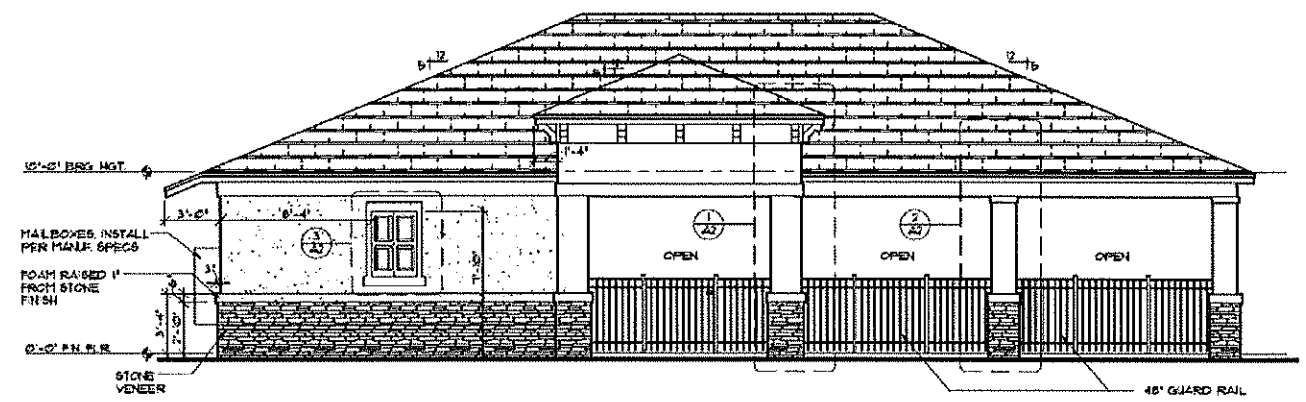
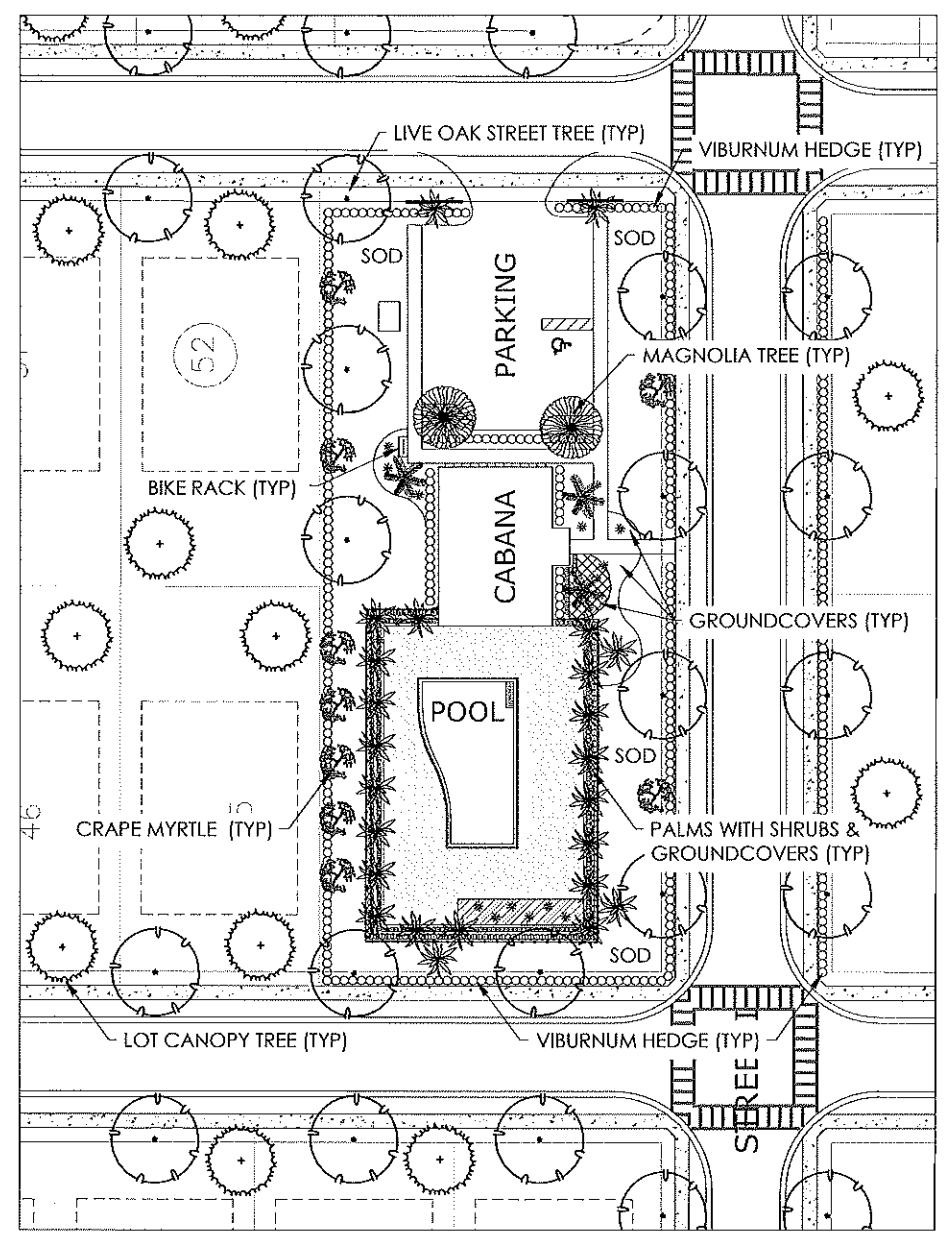
LANDSCAPE & IRRIGATION DESIGN
PO BOX 14838 • MARLAND, FLORIDA 32714 • PH: (407) 376-1423
LICENSE NO. LC2000087 • DESIGNSCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

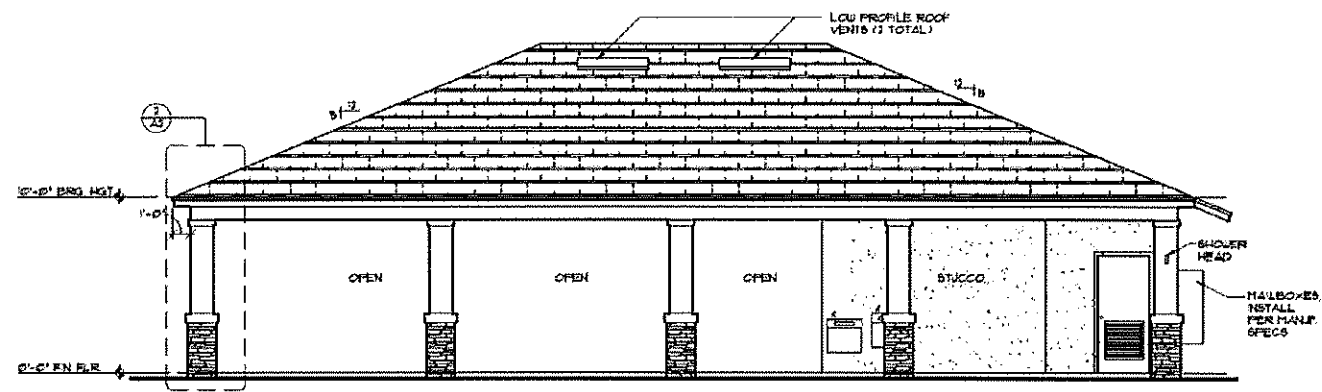
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- 4 6/23/17
- 3 5/17/17
- 2 5/01/17
- 1 4/12/17
- 1/31/17

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SHEET NUMBER
L-11

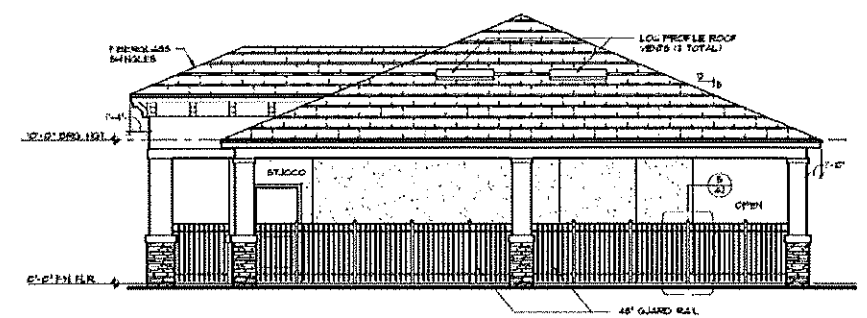
POOL & CABANA LANDSCAPE



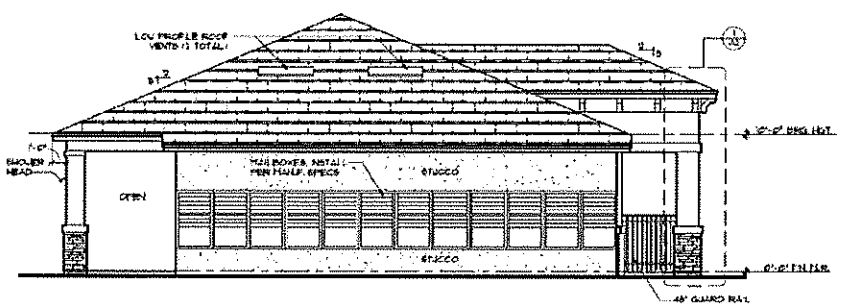
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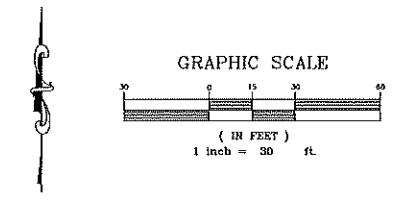
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RIGHT ELEVATION
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LEFT ELEVATION
TEXTURED FINISH



POOL & CABANA LANDSCAPE PLAN

LANDSCAPE & IRRIGATION DESIGN

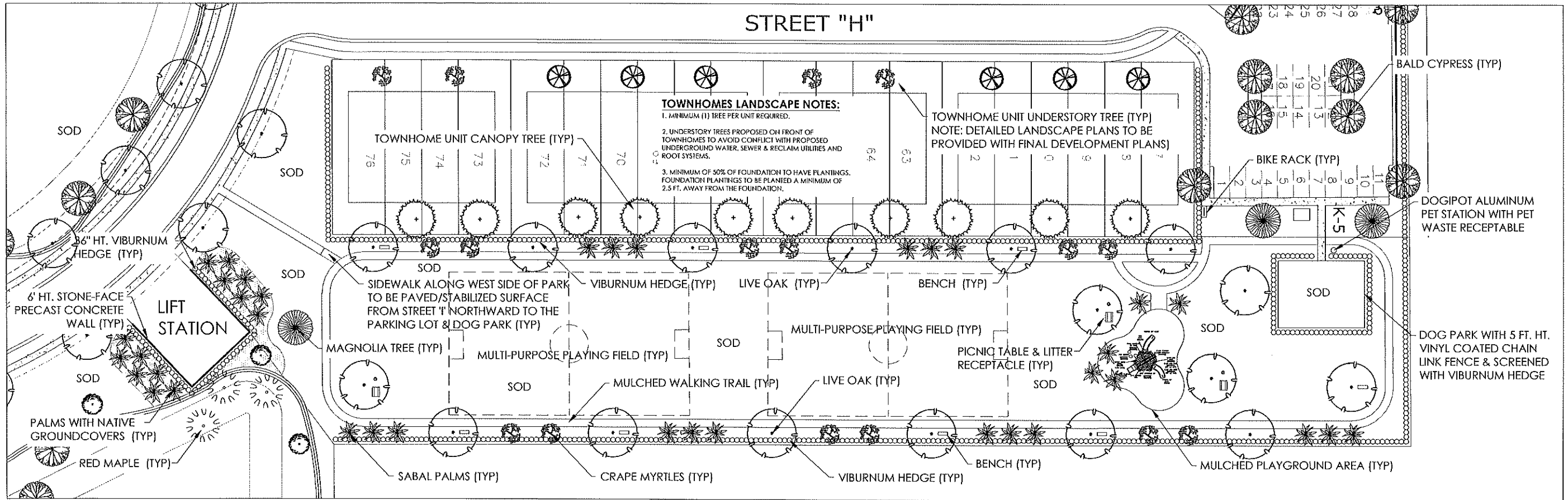
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____

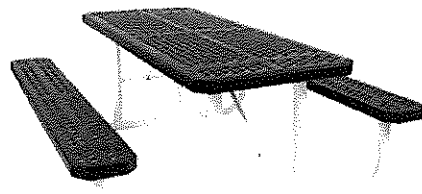
All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE, LLC and were created, evolved and developed for the use and connection with this specific project.

TOWNHOME, LIFT STATION & PARK

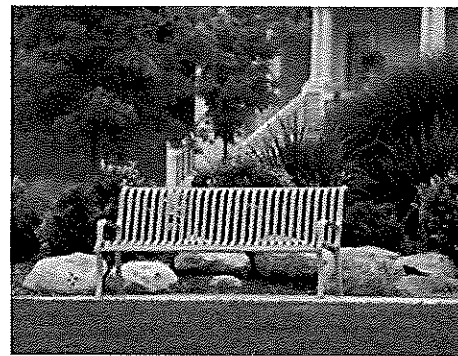
STREET "H"



(A) TUFFCLAD SERIES HEAVY DUTY PICNIC TABLE Model 28014, by Gametime



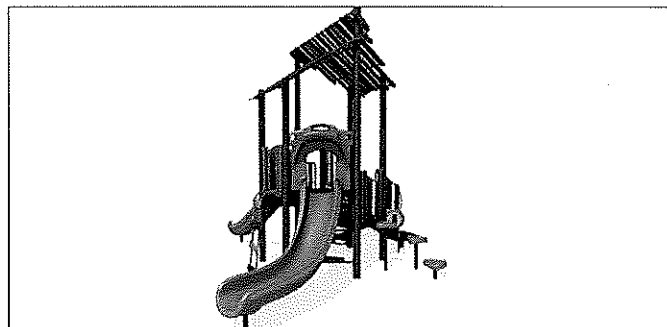
(B) ARLINGTON SERIES BENCH WITH ARMREST Model UF9106, by Gametime



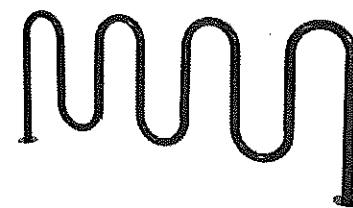
(C) ARLINGTON SERIES LITTER RECEPTACLE Model UL9310 - 24" x 30", by Gametime



(D) CANYON CABIN PLAYGROUND Model PS16010, by PowerScope

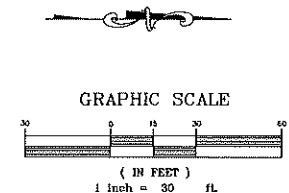


(E) LOOP BICYCLE RACK Model 7700, by Gametime



PARK & AMENITY PLAN NOTES:

1. PEDESTRIAN LEVEL LIGHTING TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
2. DETAILED LANDSCAPE PLANS WITH ADDITIONAL GROUNDCOVERS TO BE PROVIDED WITH FINAL DEVELOPMENT PLANS.
3. SIDEWALK RUNNING ALONG WESTERN SIDE OF PARK SHALL BE PAVED/STABILIZED SURFACE FROM STREET "I" NORTHWARD TO THE PARKING LOT & DOG PARK TO ACCOMMODATE HANDICAP ACCESSIBILITY.



TOWNHOME, LIFT STATION & PARK
 LANDSCAPE & AMENITIES PLAN

LANDSCAPE & IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ REG. NO. _____ DATE _____



SCHWEIZER
 BO JACK
 LANDSCAPE
 ARCHITECTURE

LANDSCAPE & IRRIGATION DESIGN
 PO BOX 94888 • APOPKA, FLORIDA 32714 • PH: (407) 574-1423
 LICENSE NO. LC2602467 • DESIGN@SCHWEIZERBOJACK.COM

OAK POINTE - PUD / MASTER PLAN
 1527 W. MCCORMICK ROAD - CITY OF APOPKA, FL 32703

5	7/21/17
4	6/23/17
3	5/17/17
2	5/01/17
1	4/12/17
	1/31/17
	DRAWN BY: KB
	SHEET NUMBER
	L-12

All ideas, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of SCHWEIZER BOJACK LANDSCAPE ARCHITECTURE LLC and were created, evaluated and developed for the use on and connection with this specific project.

Express
HOMES



Elevation - "C"



Elevation - "D"

The Elle
5 Bedroom | 2.5 Bath | 2 Car Garage
2,897 Square Feet

Eastham 1756E -



A



B

Wellfleet 1798E -



A



B

Harwich 1542E -



A



B

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVW/MWK
6-16-17	REV PER DRC COMMENTS	JCR/MWK

EVANS ENGINEERING, INC.
CERTIFICATE OF
AUTHORIZATION NO. 6788

SANDY L. EVANS
FLORIDA P.E. NO. 46686
DATE: Jul 26, 2017

EVANS ENGINEERING, INC.
LAND PLANNING PERMITTING SERVICES
718 IRMA AVENUE
ORLANDO, FLORIDA 32803
(407) 872-1516
WWW.EVANSENGINEERING.COM
CERTIFICATE OF AUTHORIZATION NO. 00089788

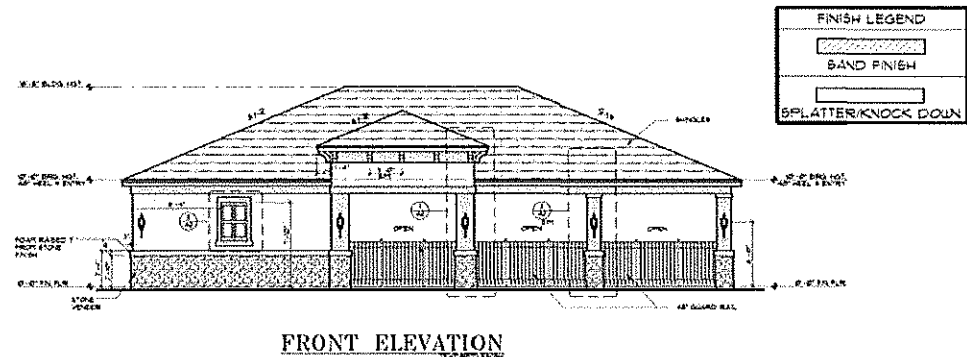
OAK POINTE
FOR
THOMPSON HILLS ESTATES LLC
CITY OF APOPKA, FLORIDA

PRELIMINARY
DEVELOPMENT PLAN
ARCHITECTURAL
ELEVATIONS

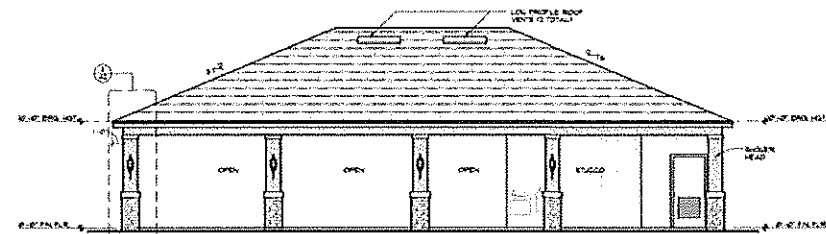
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MPG
DATE:
JULY 2017
SCALE:
NTS
JOB #:
25801
SHEET #:

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OF SHEETS

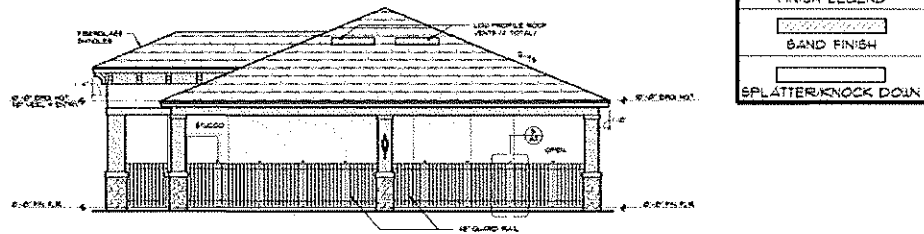
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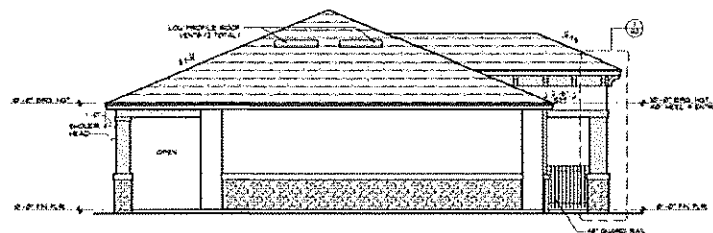
FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



LEFT ELEVATION

POOL CABANA



HOLLY
 3 Bedroom | 2.5 Bath
 1-Car Garage
 1,530 Sq. Ft.

TOWNHOUSES



KELSEY
 3 Bedroom | 2.5 Bath
 1-Car Garage
 1,674 Sq. Ft.

TOWNHOUSES

DATE	REVISIONS	BY
4-20-17	REV PER DRC COMMENTS	TVW/MWK
6-26-17	REV PER DRC COMMENTS	MPG

EVANS ENGINEERING, INC.
 CERTIFICATE OF AUTHORIZATION NO. 0788
 SANDY L. EVANS
 FLORIDA P.E. NO. 46886
 DATE: Jul 26, 2017

EVANS ENGINEERING, INC.
 LAND PLANNING PERMITTING SERVICES
 718 IRMA AVENUE
 ORLANDO, FLORIDA 32803
 (407) 872-1515
 WWW.EVANSENGINEERING.COM
 CERTIFICATE OF AUTHORIZATION NO. 00089788

OAK POINTE
 FOR
 THOMPSON HILLS ESTATES LLC
 CITY OF APOPKA, FLORIDA

PRELIMINARY DEVELOPMENT PLAN
 ARCHITECTURAL ELEVATIONS

DRAWN: TVW / MWK
 CHECKED: MPG
 DATE: JULY 2017
 SCALE: NTS
 JOB #: 25801
 SHEET #:

A3
 SHEETS

Backup material for agenda item:

3. Ordinance No. 2600 – First Reading – Comprehensive Plan Amendment – Large Scale – Legislative David Moon
Project: A. D. Raulerson Sr. & A. D. Raulerson Jr. - 213 West Lester Road and 2122 Rock Springs Road; and
Curtis & Karen Pumphrey - 251 West Lester Road



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: November 1, 2017
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses
 San Sabastian Concept Master Plan

SUBJECT: ORDINANCE NO. 2600 – COMPREHENSIVE PLAN - LARGE SCALE - FUTURE LAND USE AMENDMENT – A. D. RAULERSON SR AND A. D. RAULERSON, JR, CURTIS AND KAREN PUMPHREY

REQUEST: FIRST READING OF ORDINANCE NO. 2600 – COMPREHENSIVE PLAN - LARGE SCALE – FUTURE LAND USE AMENDMENT- A. D. RAULERSON SR AND A. D. RAULERSON, JR, CURTIS AND KAREN PUMPHREY – FROM “COUNTY” RESIDENTIAL LOW DENSITY (0-4 DU/AC) TO “CITY” RESIDENTIAL MEDIUM LOW DENSITY LOW (0-7.5 DU/AC); AND AUTHORIZE TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

SUMMARY:

OWNERS: A. D. Raulerson Sr. & A. D. Raulerson Jr.; and Curtis & Karen Pumphrey

APPLICANT: Apopka Development II, LLC, c/o Richard C. Wohlfarth, P.E.

LOCATION: North of Lester Road and west of Rock Springs Road

PARCEL ID #(S): 28-20-28-0000-00-084; 28-20-28-0000-00-040; 28-20-28-0000-00-077

EXISTING USE: Pumphrey parcel – warehousing; Raulerson Parcels: warehousing and vacant land

DEVELOPMENT POTENTIAL: Residential development with either townhomes, 40’ wide single-family lots, or a mixed use of both.

CURRENT ZONING: “County” A-1

PROPOSED ZONING: Planned Unit Development

MAXIMUM ALLOWABLE DEVELOPMENT UNDER FLUM\ZONING: EXISTING: 92 du\36 du
 PROPOSED: 172 du\zoning- based on lot size within PUD master plan

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: The applicant intends to use the subject properties for a residential community with single family homes on 40 foot wide lots, townhomes, or both. While the County zoning assigned to the property is A-1 (minimum half acre lots), the County Future Land Use Designation assigned to its in Low Density Residential, allowing up to four units per acre. A narrow strip of land within the Pumphrey parcel isolates a parcel that is not within the proposed project boundary. A solution will be addressed at the zoning application.

The subject properties were annexed into the City under Ordinance 2594 and 2595 on October 4, 2017. The proposed Large Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties ten acres or more are required to undergo review by State planning agencies.

A request to assign a Future Land Use Designation of Medium Low Density is compatible with the character of the existing land use to the south, and anticipated commercial development to the east

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report). Based on the findings of the Land Use report, the proposed FLUM amendment is compatible with the surrounding and nearby land uses and the character of the general area.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Medium Low Future Land Use Designation and anticipated future development of vacant properties within the nearby areas.

SCHOOL CAPACITY REPORT: School capacity determination must be completed with Orange County Public Schools prior to the adoption hearing for this Future Land Use Amendment application.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify the County before any public hearing or advisory board. The City properly notified Orange County on September 22, 2017.

PUBLIC HEARING SCHEDULE:

October 10, 2017 - Planning Commission (5:30 pm)

November 1, 2017 - City Council (1:30 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

September 29, 2017 – Public Notice and Notification

TBD – ¼ Page w/Map Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area, and recommends transmittal of the change in Future Land Use from “County” Low Density Residential to Residential Medium Low Density for the properties owned by A.D. Raulerson and A.D. Raulerson, Jr, Curtis and Karen Pumphrey.

The **Planning Commission**, at its on October 10, 2017, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and recommended (5/1) transmittal of the Future Land Use Map designation from “County” Low Density Residential to “City” Residential Medium Low Density to the Florida Department of Economic Opportunity.

City Council: Accept the First Reading of Ordinance No. 2600; and authorize transmittal to the Florida Department of Economic Opportunity.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (County)	“County” Low Density Residential	“County” R-1AA	Alexandria Place Residential Subdivision
East (County)	“County” Low Density Residential	“County” A-1	Vacant\single family homes
South (County)	“County” Low Medium Density Residential	“County” MHP	Mobile home park (RSPI MHC LLC)
West (City)	Residential Low (0-5 du\ac)and Residential Very Low Suburban (0-3.5 un\ac)	R-1 (ZIP); R-1A; “County” A-1	City stormwater pond; vacant land owned by RSPI MHC LLC

II. LAND USE ANALYSIS

The applicant intends to develop the property a single family residential subdivision with a minimum lot width of 40 feet, townhomes, or a combination of both. Predominant existing land uses and assigned zoning in the abutting and surrounding area are residential in nature, or transitioning to residential and commercial. A mobile home park is located on the south side of Lester Road, across from the subject site. The mobile home park owner, RSPI Mobile Home Corporation, also owns land abutting the east or near the west side of the subject site. Land to the east of the subject site is anticipated to develop as neighborhood commercial in the near future.

North: Abutting the subject property to the north is a single-family homes and horticultural nursery.

West: Properties to the west of the subject site have a future land use designation of Residential Low or Residential Low Density. Along Lester Road to the west the area is developing or transitioning from agriculture or large lot single family homes, to residential subdivisions.

East: To the east the property is currently vacant or developed as large lot single family homes. However, close to the intersection of Rock Springs Road and Lester Road, and with Neighborhood Commercial future land use designation assigned to properties along Rock Springs Road, land between the subject property and Rock Springs Road is anticipated to transition into neighborhood commercial or office uses in the near future.

South: A large mobile home park, Rock Springs and Palm Isle mobile home park, is located to the south and has a “County” Low Medium Density future land use designation and mobile home zoning.

West: Along Lester Road to the west, single family residential communities are under construction or are planned. Existing agriculture uses between Vick Road and Rock Springs Road along Lester Road, are anticipated to transition to residential single family neighborhoods in the near future.

The proposed future land use designation of “City” Medium Low Density Residential consistent with the surrounding future land use designations and anticipated future development in the surrounding area. Commercial and office development is anticipated to occur from the subject property eastward to Rock Springs Road. A trailer park occurs to the south. The Medium Low Density Residential FLUM designation serves a transition between commercial and office development to the east and single family residential uses to the west.

Therefore, staff supports the proposed future land use designation.

Other Information:

Wekiva River Protection Area: No
Area of Critical State Concern: No
DRI / FQD: No

JPA: The City of Apopka and Orange County entered into a Joint Planning Area (JPA) agreement on September 22, 2017.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there are no karst features on this property.

Analysis of the character of the Property: The property has access to both Rock Springs Road and Lester Road. The site has relatively level surface grades, and has no wetlands or water features.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the subject site is Residential Medium Low (0 – 7.5 du/ac) and currently has a “County” Residential Low designation (0-4 du/ac). An increase of density by 3.5 residential units per acre will yield an additional population of 215 persons based on a site of 23.2 acres. Based on the housing element of the City's Comprehensive Plan, this amendment will increase the City's future population but a housing supply is needed to meet the growing population.

CALCULATIONS:

ADOPTED (City and County designations): 1 Unit(s) x 2.659 p/h = 3 persons

EXISTING (County designation): 4 du/ac x 23.2 ac = max. 92.8 units x 2.659 = 246 persons

PROPOSED (City designation): 7.5 du/ac x 23.2 ac = max 174 units x 2.659 = 462 person

Net Increase: + 214 persons

Housing Needs: This amendment will not negatively impact the housing needs as projected in the Comprehensive Plan. The amendment has the potential to create additional housing to accommodate future population growth anticipated within the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments ten (10) acres or more in size. This site is greater than ten acres. A habitat study will be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan. Access to the site occurs from Lester Road and from Rock Springs Road. The northern end of the West Orange multi-use trail stops near the intersection of Rock Springs Road and Lester Road. A city multi-use trail occurs along Lester Road from Rock Springs Road to Vick Road.

Potable Water, Reclaimed Water & Sanitary Sewer Analysis: The subject property is located within the City of Apopka service area for potable water, reclaimed water and sanitary service.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None ; 100 GPD/Capita;
100 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 300 GPD
3. Projected total demand under proposed designation: 2,550 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 100 GPD/Capita
6. Projected LOS under proposed designation: 5.1 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment:
None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka ; 100 GPD/Capita;
100 GPD/Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 300 GPD
3. Projected total demand under proposed designation: 2,550 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 100 GPD/Capita
6. Projected LOS under proposed designation: 5.1 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment:
None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka

2. If the site is not currently served, please indicate the designated service provider:
City of Apopka
3. Projected LOS under existing designation: 1.8 lbs./person/day
4. Projected LOS under proposed designation: 4.5 lbs./day/1000 sf
5. Improved/expansions already programmed or needed as a result of the proposed amendment:
None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 9.353 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 25 year - 96 hour design storm
3. Projected LOS under proposed designation: 25 year - 96 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation - Not applicable.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

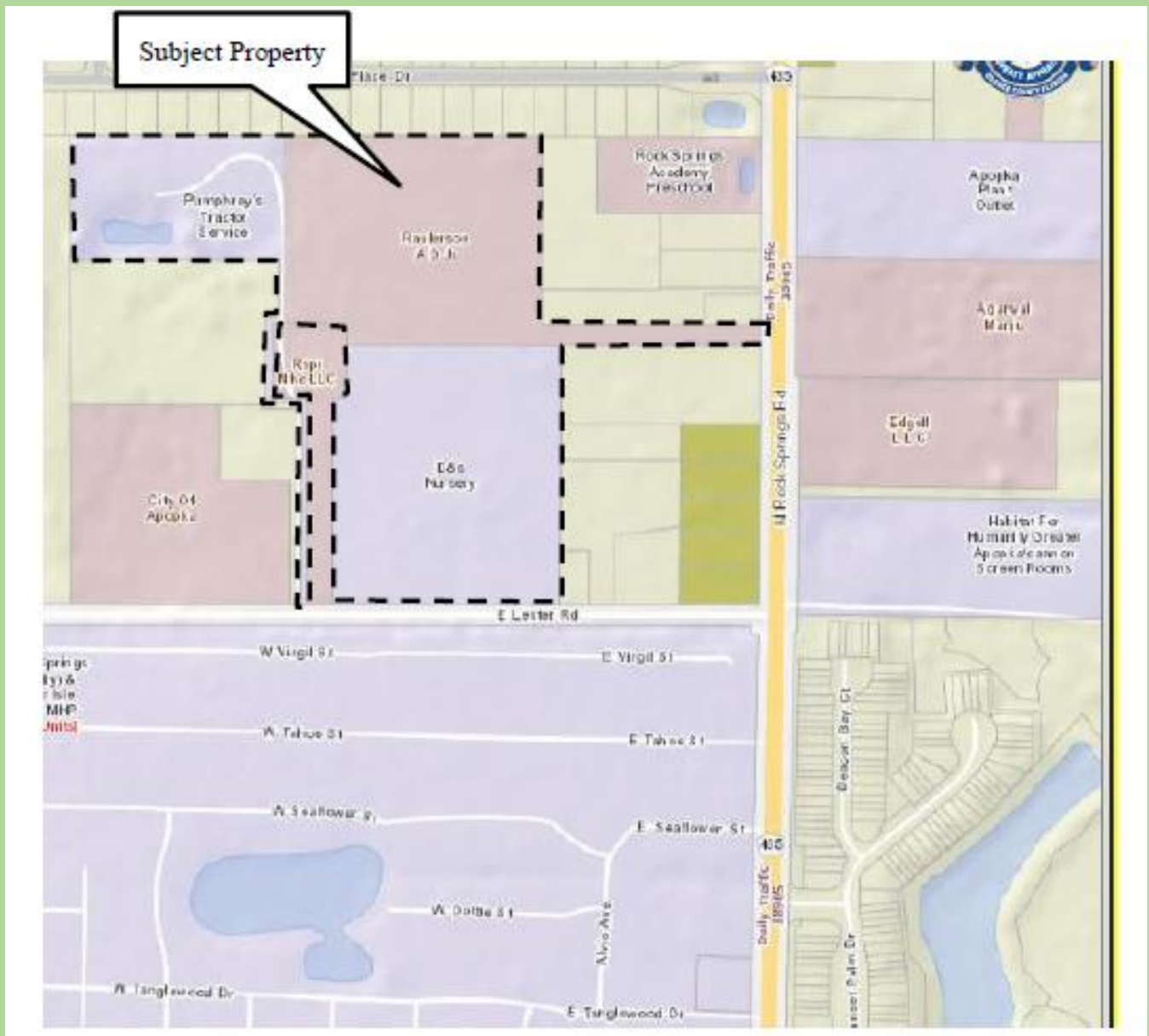
A. D. Raulerson Sr & A. D. Raulerson, Jr and Curtis & Karen Pumphrey
Property Owners
23.20 +/- Acres

Proposed Large Scale Future Land Use Amendment:
From: "County" Low Density Residential (0-4 du/10 ac)
To: "City" Medium Low Density (0-7.5 du/ac)

Parcel ID #: 28-20-28-0000-00-084; 28-20-28-0000-00-040; 28-20-28-0000-00-077

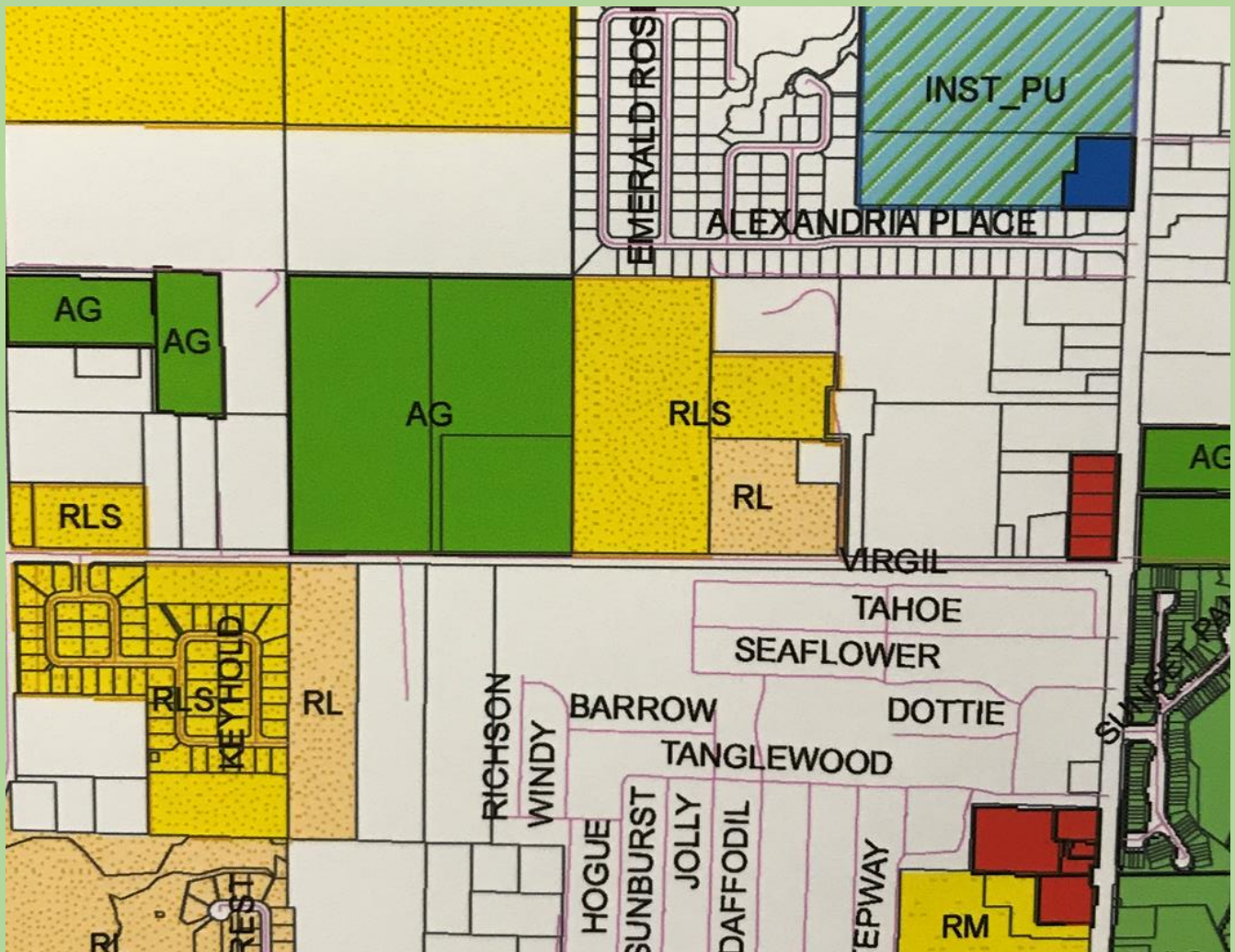


VICINITY MAP



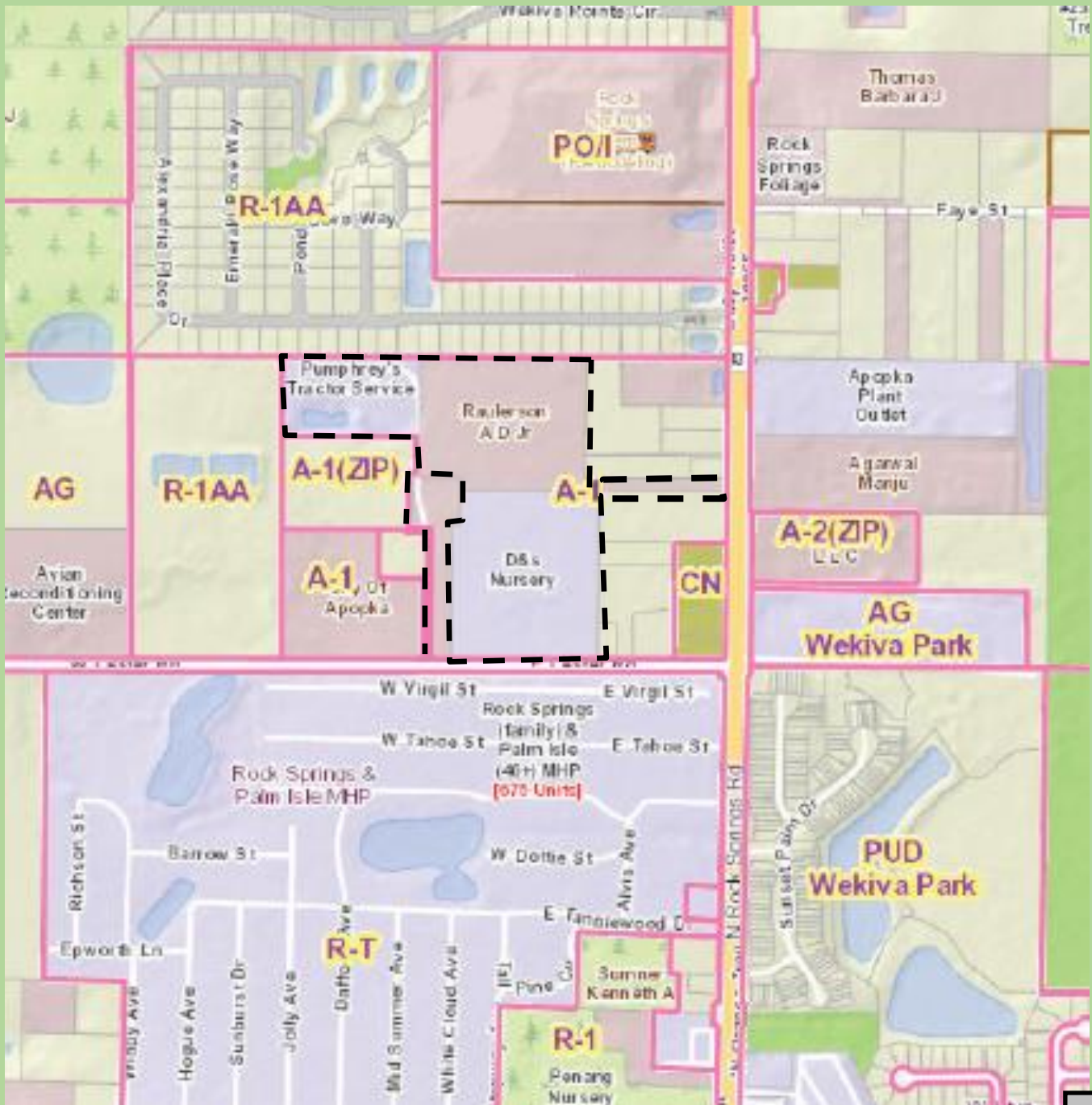


FUTURE LAND USE MAP





ADJACENT ZONING



ORDINANCE NO. 2600

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM “COUNTY” LOW DENSITY RESIDENTIAL TO “CITY” MEDIUM LOW DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF ROCK SPRINGS ROAD NORTH OF LESTER ROAD, COMPRISING 23.20 ACRES, MORE OR LESS AND OWNED BY A. D. RAULERSON SR AND A. D. RAULERSON, JR; AND CURTIS AND KAREN PUMPHREY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2538; and

WHEREAS, the City of Apopka’s Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended for the property identified in Exhibit “A” of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Economic Opportunity or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE NO. 2600
PAGE 2

SECTION V: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2017.

READ FIRST TIME: November 1, 2017

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Cliff B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: September 29, 2017



EXHIBIT "A"

**A.D. Raulerson and A.D. Raulerson, Jr, Curtis and Karen Pumphrey
Property Owners
23.20 +/- Acres**

**Proposed Large Scale Future Land Use Amendment:
From: "County" Low Density Residential (0-4 du/10 ac)
To: "City" Medium Low Density (0-7.5 du/ac)**

Parcel ID #s: 28-20-28-0000-00-084; 28-20-28-0000-00-040; 28-20-28-0000-00-077



CONCEPTUAL MASTER PLAN for SAN SEBASTIAN RESERVE



LEGAL DESCRIPTION:

PARCEL 1 (O.R.B. 6302, PG. 1942)
A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN THENCE NORTH 01°45'16" WEST, 750.00 FEET, ALONG THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 87°59'45" WEST, 50.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 28 FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE SOUTH 87°59'45" WEST 1143.99 FEET TO THE EAST LINE OF PARCEL PREVIOUSLY DEEDED FOR A WELL LOT, THENCE NORTH 02°00'11" WEST, 59.60 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED WELL LOT; THENCE SOUTH 87°59'49" WEST, 173.12 FEET ALONG THE NORTH LINE OF THE SAID WELL LOT; THENCE NORTH 01°49'26" WEST 519.15 FEET TO THE NORTH LINE OF THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 28; THENCE NORTH 88°02'24" EAST 714.27 FEET ALONG THE NORTH LINE OF SAID SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) TO THE NORTHEAST CORNER OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SAID SECTION 28; THENCE SOUTH 01°49'16" EAST, 524.00 FEET ALONG THE EAST LINE OF THE SAID WEST ONE HALF (W 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4); THENCE NORTH 88°02'24" EAST 603.10 FEET TO A POINT 50.00 FEET WEST OF THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 01°45'16" EAST 54.04 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS;

FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, RUN THENCE NORTH 01°45'16" WEST, 750.00 FEET, ALONG THE EAST LINE OF SAID SECTION 28; THENCE SOUTH 87°59'45" WEST, 50.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 28 FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 87°59'45" WEST, A DISTANCE OF 550.01 FEET; THENCE NORTH 01°45'16" WEST, A DISTANCE OF 54.16 FEET; THENCE NORTH 88°02'24" EAST, A DISTANCE OF 550.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF ROCK SPRINGS ROAD; THENCE SOUTH 01°45'16" EAST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 54.04 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH

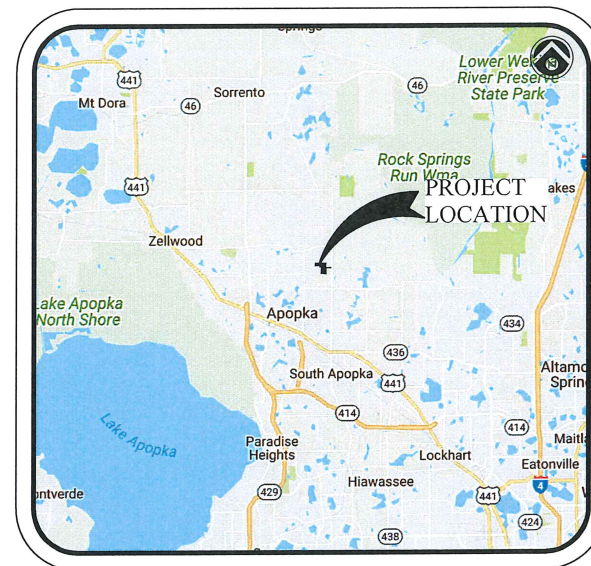
PARCEL 2 (O.R.B.10532, PG. 3926)
A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE SOUTH EAST CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST RUN SOUTH 87°59'49" WEST 600.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 28 FOR A POINT OF BEGINNING OF THIS DESCRIPTION; CONTINUE THENCE SOUTH 87°59'49" WEST 630.44 FEET; THENCE RUN NORTH 01°41'41" WEST 601.62 FEET TO THE SOUTH LINE OF A PREVIOUSLY DEEDED WELL LOT, THENCE NORTH 87°59'49" EAST 38.50 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED WELL LOT; THENCE NORTH 01°41'41" WEST 148.40 FEET ALONG THE EAST LINE OF AFOREMENTIONED WELL LOT; THENCE NORTH 87°59'45" EAST 593.99 FEET TO A POINT 600.00 FEET WEST OF THE EAST LINE OF AFOREMENTIONED SECTION 28, AND 750.00 FEET NORTH OF THE SOUTH LINE OF AFOREMENTIONED SECTION 28; THENCE SOUTH 01°45'16" EAST 750.00 FEET TO THE POINT OF BEGINNING, LESS THE SOUTH 30.00 FEET THEREOF FOR ROAD; LESS AND EXCEPT THE SOUTH 326.71 FEET OF THE WEST 200.00 FEET OF THE ABOVE DESCRIBED PARCEL 2;

TOGETHER WITH

PARCEL 3 (O.R.B. 9759, PG. 6283)
A PART OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHEAST CORNER OF SAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST, THENCE SOUTH 87°59'49" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 28 FOR 15.00 FEET; THENCE NORTH 01°46'12" WEST, PARALLEL WITH THE EAST LINE OF THE AFORESAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) FOR 586.62 FEET; THENCE SOUTH 87°59'49" WEST FOR 83.51 FEET; THENCE NORTH 01°46'12" WEST FOR 238.00 FEET; THENCE NORTH 87°59'49" EAST FOR 35.35 FEET; THENCE NORTH 01°49'26" WEST PARALLEL WITH THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2748, PAGE 1803 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR 159.83 FEET; THENCE SOUTH 88°03'21" WEST, PARALLEL WITH THE NORTH LINE OF THE AFORESAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28 FOR 595.03 FEET TO THE WEST LINE OF SAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4); THENCE NORTH 01°46'37" WEST, ALONG THE WEST LINE FOR 345.00 FEET TO THE NORTHWEST CORNER OF SAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4); THENCE NORTH 88°03'21" EAST ALONG THE NORTH LINE OF SAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) FOR 609.75 FEET; THENCE SOUTH 01°49'26" EAST ALONG THE WESTERLY LINE OF THE AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2748, PAGE 1803, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR A DISTANCE OF 519.81 FEET TO THE NORTHERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3141, PAGE 1427, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 87°59'49" WEST ALONG SAID NORTHERLY BOUNDARY FOR 34.88 FEET TO THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3141, PAGE 1427, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 01°46'12" EAST FOR 208.00 FEET TO THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3141, PAGE 1427, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE NORTH 87°59'49" EAST, ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3141, PAGE 1427, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR 83.51 FEET TO THE EAST LINE OF THE AFOREMENTIONED EAST ONE-HALF (E 1/2) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF SECTION 28; THENCE SOUTH 01°46'12" EAST ALONG SAID EAST LINE, FOR 601.62 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THE SOUTHERLY 30 FEET FOR ROAD RIGHT-OF-WAY.

OCTOBER 2017

PROJECT ADDRESS: 2122 ROCK SPRINGS ROAD
ORANGE COUNTY, FLORIDA
SECTION 28, TOWNSHIP 20 SOUTH, RANGE 28 EAST



LOCATION MAP
N.T.S.

DRAWING INDEX

- C-01 CONCEPTUAL DEVELOPMENT PLAN
- C-02 EXISTING CONDITIONS PLAN
- C-03 UTILITY SERVICE PLAN
- C-04 PRELIMINARY DRAINAGE PLAN
- C-05 PRELIMINARY LANDSCAPE PLAN
- C-06 GENERAL DETAILS
- C-07 BUILDING ELEVATIONS

TAX I.D. PARCEL NUMBERS:
28-20-28-0000-00-040 (A PORTION OF)
28-20-28-0000-00-077 (ENTIRE PARCEL)
28-20-28-0000-00-084 (ENTIRE PARCEL)

PARCEL ADDRESS:
213 W. LESTER ROAD
2122 ROCKSPRINGS ROAD
251 W. LESTER ROAD

PROJECT NOTES:

- 1) GATED COMMUNITY, PRIVATE STREETS
- 2) MAINTENANCE FREE COMMUNITY, ALL LOTS AND COMMON AREAS TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION
- 3) ENHANCED RECREATION
 - a) POOL/CABANA
 - b) MAIL KIOSK
 - c) PLAYGROUND
 - d) LAKE OVERLOOK
- 4) ENHANCED PEDESTRIAN WALKWAYS
 - a) 8' PATH, ADJACENT TO THE LAKE
- 5) LARGE HOUSES (1,811 SF TO 2,600 SF)
- 6) AVERAGE DENSITY LESS THAN 5 DU/ACRE

OWNER:
A D RAULERSON
251 W. LESTER ROAD
APOPKA, FLA

A D RAULERSON, JR
2122 ROCK SPRINGS ROAD
APOPKA, FL

CURTIS AND KAREN PUMPHREY
213 W. LESTER ROAD
APOPKA, FL

ENVIRONMENTAL CONSULTANT:
BIO-TECH CONSULTING, INC.
CONTACT: JOHN MIKLOS, PRESIDENT
DANNY GOUGH, PROJECT MANAGER
2002 EAST ROBINSON STREET
ORLANDO, FLORIDA 32803
407-894-5969 PHONE
407-894-5970 FAX
407-963-2751 CELL
DANNY@BTC-INC.COM

APPLICANT/DEVELOPER:
APOPKA RESERVE DEVELOPMENT, LLC
CONTACT: RICHARD C. WOHLFARTH, P.E.
2300 MATTLAND CENTER PARKWAY
SUITE 101
MATTLAND, FLORIDA 32751
407-660-2120 OFFICE
407-350-9090 CELL
RWOHLFARTH@IBIGROUP.COM

PLANNER:
IBI GROUP (FLORIDA), INC.
CONTACT: RICHARD C. WOHLFARTH, P.E.
2300 MATTLAND CENTER PARKWAY
SUITE 101
MATTLAND, FLORIDA 32751
407-660-2120 OFFICE
407-350-9090 CELL
RWOHLFARTH@IBIGROUP.COM

CIVIL ENGINEER:
WOHLFARTH CONSULTING GROUP, LLC
CONTACT: RICHARD C. WOHLFARTH, P.E.
246 N. WESTMONTE DRIVE
ALTMONTE SPRINGS, FL
407-750-3123
RWOHLFARTH@WCGROUP.CO

SURVEYOR:
IBI GROUP (FLORIDA), INC.
CONTACT: WILSON E. WAY, PSM
2300 MATTLAND CENTER PARKWAY
SUITE 101
MATTLAND, FLORIDA 32751
407-660-2120 OFFICE
407-350-9090 CELL
WILSON.WAY@IBIGROUP.COM

GEOTECHNICAL CONSULTANT:
G.E.O. ENGINEERING & SCIENCES, INC.
CONTACT: GABI STEPHAN, VICE PRESIDENT
250 S RONALD REAGAN BOULEVARD
SUITE 114
LONGWOOD, FLORIDA 32750
407-379-9510 PHONE
407-402-1819 CELL
GSTEPHAN@GEOENGINEERING.COM

UTILITIES
POTABLE WATER
NON-POTABLE WATER
WASTEWATER
POWER
TELECOMMUNICATIONS
GAS

CITY OF APOPKA
CITY OF APOPKA
CITY OF APOPKA
DUKE ENERGY
SPECTRUM
LAKE APOPKA

PERMITS REQUIRED

AGENCY	PERMIT TYPE	DATE APPROVED	APPROVAL NO.	EXPIRATION DATE
CITY OF APOPKA	FDP			
SURMMD	ERP			
FDEP	WATER			
FDEP	SEWER			

252

REV.	DATE	DESCRIPTION



ENGINEER'S PROJECT NO. 2017-011

NOT FOR CONSTRUCTION

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WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTMONTE SPRINGS, FL 32714
(407) 750-3123

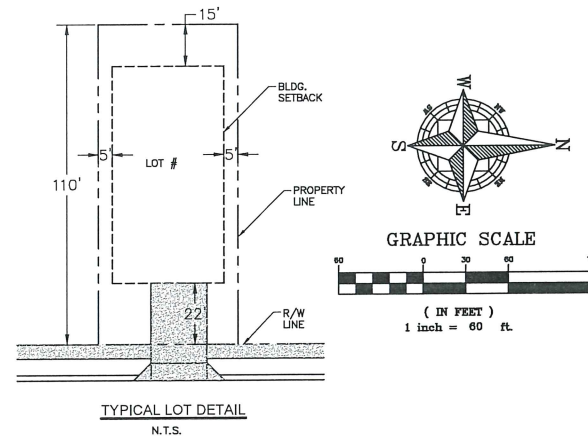
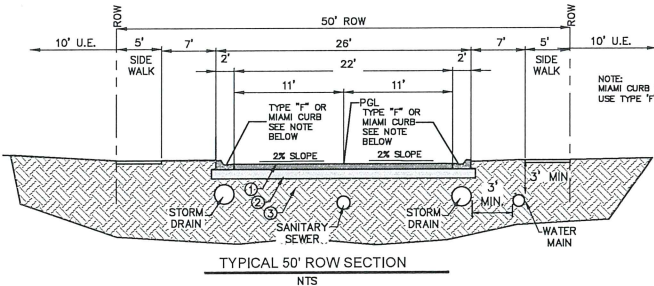
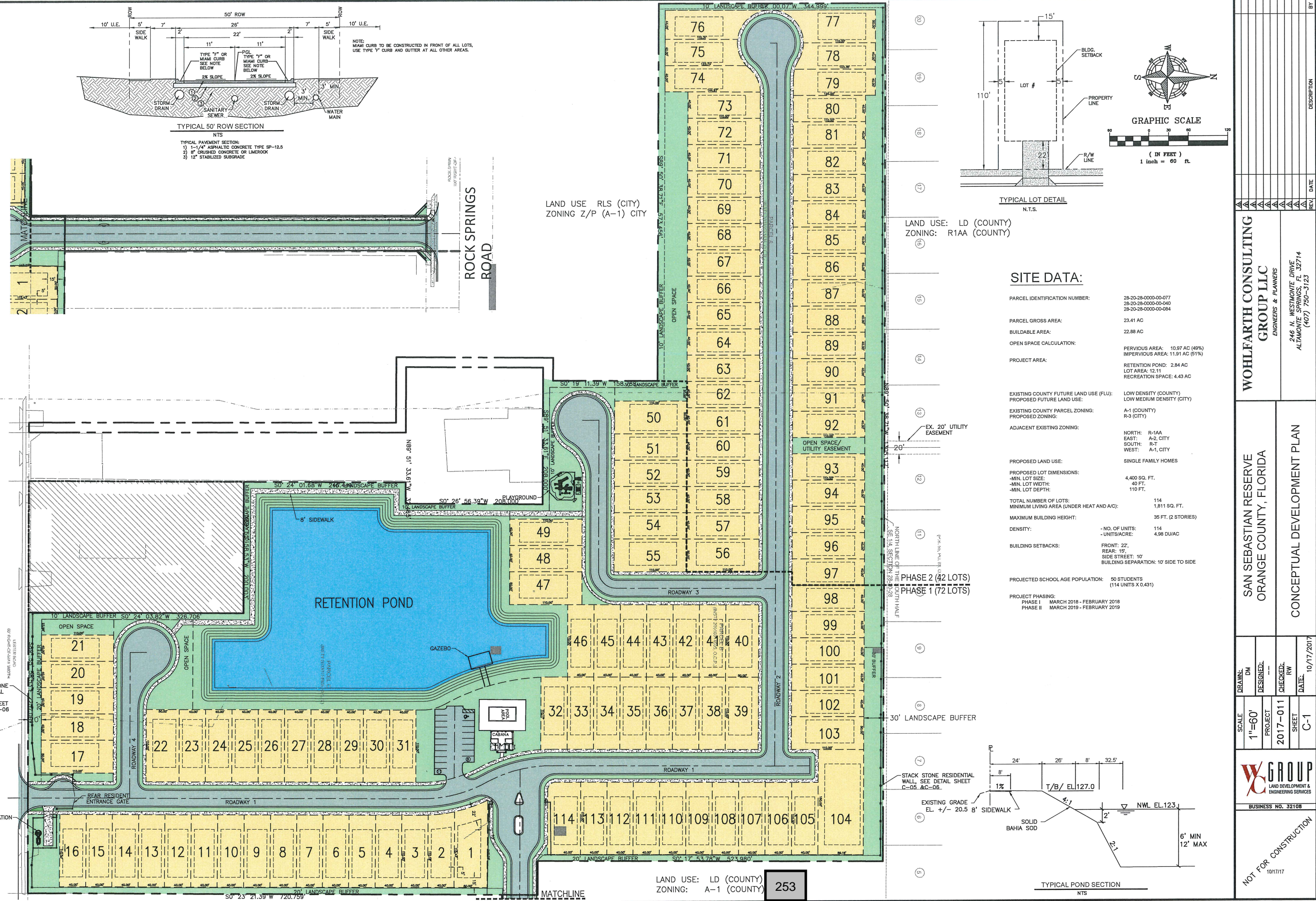
BUSINESS NO. 32108

NOT TO BE FILED FOR RECORD UNLESS BONDED AND DATED WITH THE ORIGINAL SETS OF RICHARD C. WOHLFARTH, FLORIDA REG. ENGINEER

LAND USE: LM (COUNTY)
ZONING: RT (COUNTY)

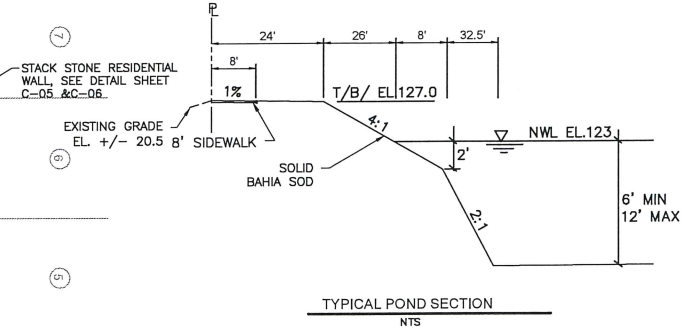
STACK STONE RESIDENTIAL WALL, SEE DETAIL SHEET C-05 & C-06

LIFT STATION



SITE DATA:

PARCEL IDENTIFICATION NUMBER:	28-20-28-0000-00-077 28-20-28-0000-00-040 28-20-28-0000-00-084
PARCEL GROSS AREA:	23.41 AC
BUILDABLE AREA:	22.88 AC
OPEN SPACE CALCULATION:	PERVIOUS AREA: 10.87 AC (46%) IMPERVIOUS AREA: 11.91 AC (51%)
PROJECT AREA:	RETENTION POND: 2.84 AC LOT AREA: 12.11 RECREATION SPACE: 4.43 AC
EXISTING COUNTY FUTURE LAND USE (FLU):	LOW DENSITY (COUNTY) PROPOSED FUTURE LAND USE: LOW MEDIUM DENSITY (CITY)
EXISTING COUNTY PARCEL ZONING:	A-1 (COUNTY) PROPOSED ZONING: R-3 (CITY)
ADJACENT EXISTING ZONING:	NORTH: R-1AA EAST: A-2, CITY SOUTH: R-T WEST: A-1, CITY
PROPOSED LAND USE:	SINGLE FAMILY HOMES
PROPOSED LOT DIMENSIONS:	4,400 SQ. FT. -MIN. LOT WIDTH: 40 FT. -MIN. LOT DEPTH: 110 FT.
TOTAL NUMBER OF LOTS:	114
MINIMUM LIVING AREA (UNDER HEAT AND A/C):	1,811 SQ. FT.
MAXIMUM BUILDING HEIGHT:	35 FT. (2 STORIES)
DENSITY:	- NO. OF UNITS: 114 - UNITS/ACRE: 4.98 DU/AC
BUILDING SETBACKS:	FRONT: 22' REAR: 15' SIDE STREET: 10' BUILDING SEPARATION: 10' SIDE TO SIDE
PROJECTED SCHOOL AGE POPULATION:	50 STUDENTS (114 UNITS X 0.431)
PROJECT PHASING:	PHASE I MARCH 2018 - FEBRUARY 2018 PHASE II MARCH 2019 - FEBRUARY 2019



LAND USE: RLS (CITY)
ZONING: Z/P (A-1) CITY

LAND USE: LD (COUNTY)
ZONING: R1AA (COUNTY)

BY		DESCRIPTION	
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WOHLFARTH CONSULTING GROUP LLC
ENGINEERS & PLANNERS
246 N. WESTMONTE DRIVE
ALTIMONTE SPRINGS, FL 32714
(407) 730-3723

SAN SEBASTIAN RESERVE
ORANGE COUNTY, FLORIDA
CONCEPTUAL DEVELOPMENT PLAN

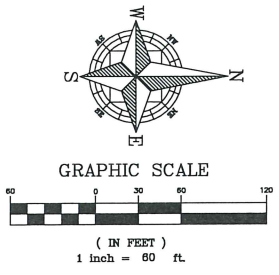
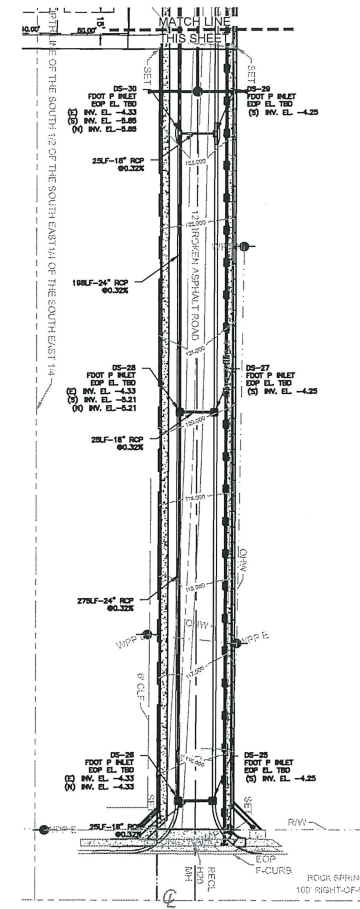
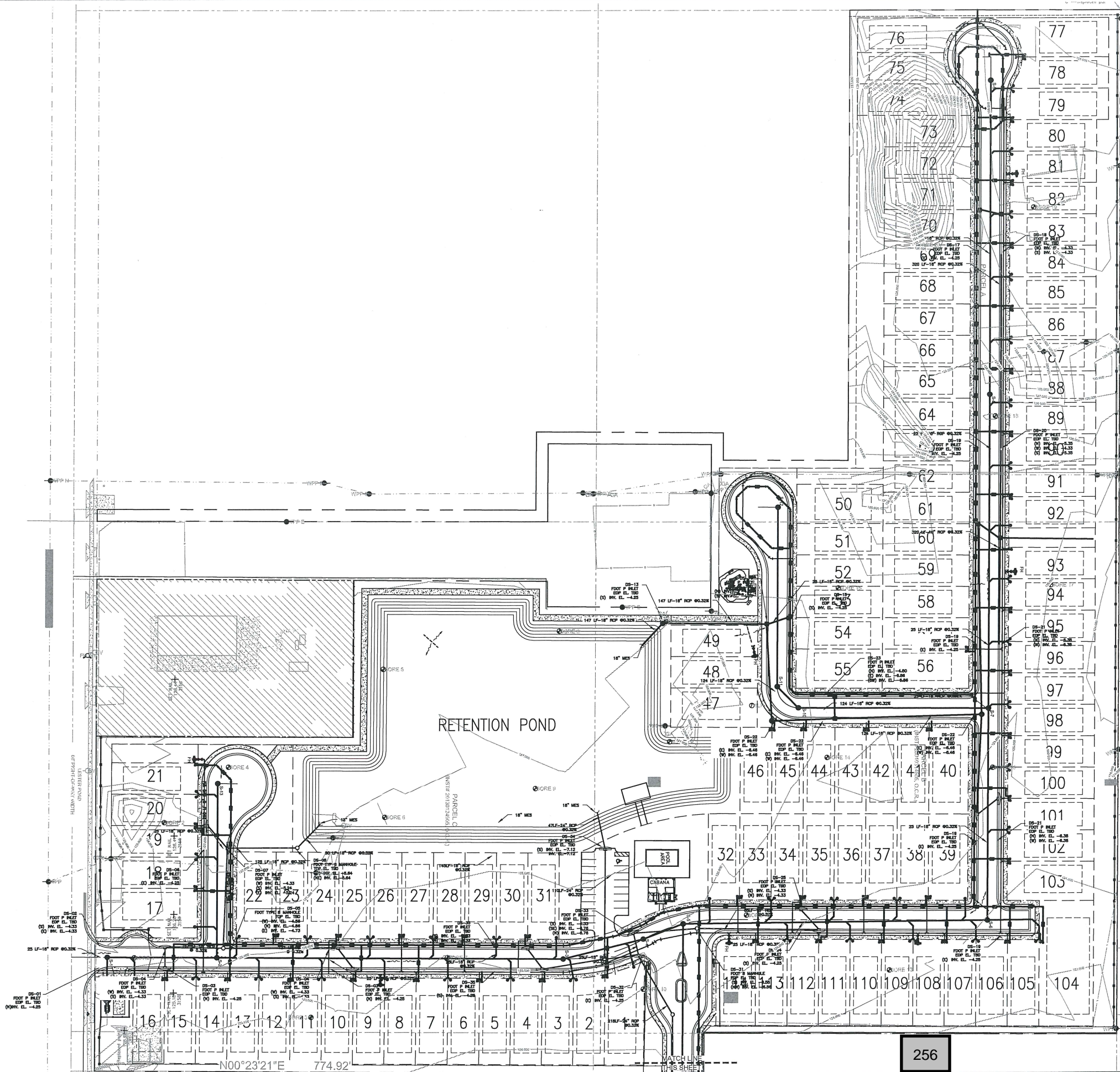
DRAWN:	DM	DESIGNED:		CHECKED:	RW	DATE:	10/17/2017
SCALE:	1"=60'	PROJECT:	2017-011	SHEET:	C-1		



NOT FOR CONSTRUCTION
10/17/17

LAND USE: LD (COUNTY)
ZONING: A-1 (COUNTY) 253

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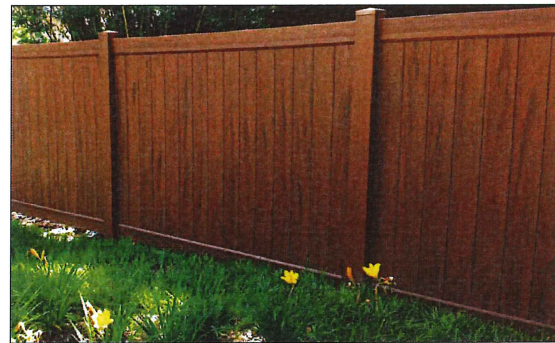


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WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 246 N. WESTMONTE DRIVE ALTA MONTE, FLORIDA 32714 (407) 750-3123		DATE	BY
SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA		REV	DESCRIPTION
GRADING AND DRAINAGE PLAN			
SCALE 1"=60'	DRAWN DM	DATE 7/23/2017	
PROJECT 2017-011	DESIGNED ---		
SHEET C-4	CHECKED RW		
BUSINESS NO. 32108			
NOT FOR CONSTRUCTION 10/17/17			



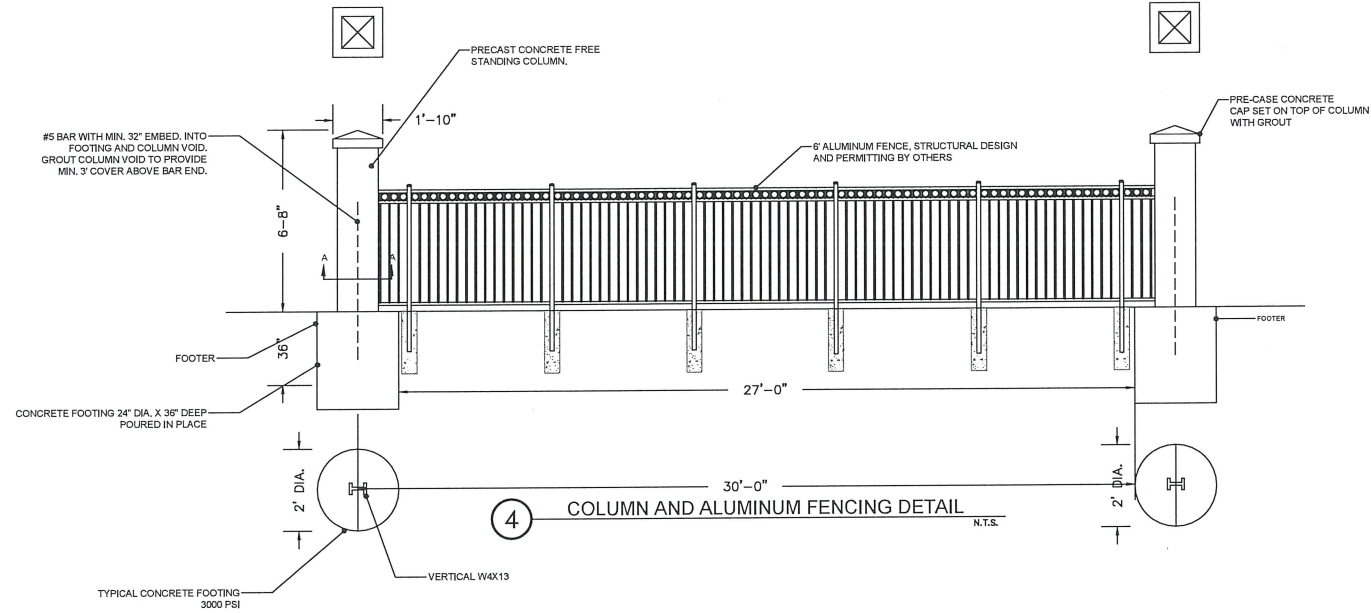
1 STACKED STONE RESIDENTIAL DETAIL



2 TYPICAL 6' PVC FENCE



3 PLAYGROUND



4 COLUMN AND ALUMINUM FENCING DETAIL N.T.S.



5 COLUMN AND ALUMINUM FENCING DETAIL

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WOHLFARTH CONSULTING GROUP LLC ENGINEERS & PLANNERS 246 N. WESTMONTE DRIVE ALTA MONTE SPRINGS, FL 32714 (407) 750-3123		DATE REV.	DESCRIPTION BY
SAN SEBASTIAN RESERVE ORANGE COUNTY, FLORIDA		GENERAL DETAILS	
SCALE: N/A	PROJECT: 2017-011	SHEET: C-5	DATE: 10/1/2017
DRAWN: DM	DESIGNED:	CHECKED: RW	DATE: 10/1/2017
 LAND DEVELOPMENT & ENGINEERING SERVICES BUSINESS NO. 32108			
NOT FOR CONSTRUCTION 10/17/17			

Backup material for agenda item:

4. Ordinance No. 2604 – First Reading – Comprehensive Plan Amendment – Large Scale – Legislative Project: TGINF, LLC - 501 Old Dixie Highway

David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: November 1, 2017
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Existing Uses

SUBJECT: ORDINANCE NO. 2604 – COMPREHENSIVE PLAN - LARGE SCALE - FUTURE LAND USE AMENDMENT – TGINF LLC

REQUEST: FIRST READING OF ORDINANCE NO. 2604 – COMPREHENSIVE PLAN - LARGE SCALE – FUTURE LAND USE AMENDMENT- TGINF LLC; CHANGING THE FUTURE LAND USE DESIGNATION FROM COMMERCIAL TO MEDIUM LOW DENSITY RESIDENTIAL; AND AUTHORIZE TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

SUMMARY:

OWNERS: TGINF LLC

APPLICANT: Old Dixie 15 LLC (Allan Goldberg)

LOCATION: 501 Old Dixie Highway

PARCEL ID #(S): 09-21-28-0000-00-006

EXISTING USE: Vacant

DEVELOPMENT POTENTIAL: Townhomes (max 102 residential units)

CURRENT ZONING: C-1 Commercial

PROPOSED ZONING: R-3 Residential

MAXIMUM ALLOWABLE DEVELOPMENT UNDER FLUM\ZONING: EXISTING: Commercial floor area -- 149,193 sq. ft. (max.)
 PROPOSED: 102 townhomes (max.)

TRACT SIZE: +/- 15.8 acres\13.7 Developable

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

ADDITIONAL COMMENTS: The applicant intends to use the subject properties for a residential community with townhomes. Presently the subject property is assigned a Commercial future land use designation and a C-1 commercial zoning.

The proposed Large Scale Future Land Use Amendment is being requested by the owner/applicant. Pursuant to Florida law, properties ten acres or more are required to undergo review by State planning agencies.

A request to assign a Future Land Use Designation of Medium Low Density is as compatible or more compatible with the character of the existing land use to the west, north, and east. A public elementary school (Apopka Elementary) is situated to the west, and single family residential to the east and north. Commercial retail occurs to the south across Old Dixie Highway.

In conjunction with state requirements, staff has analyzed the proposed amendment and determined that adequate public facilities exist to support this land use change (see attached Land Use Report). Based on the findings of the Land Use report, the proposed FLUM amendment is compatible with the surrounding and nearby land uses and the character of the general area.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the Residential Medium Low Future Land Use Designation.

SCHOOL CAPACITY REPORT: School capacity determination must be completed with Orange County Public Schools prior to the adoption hearing for this Future Land Use Amendment application.

ORANGE COUNTY NOTIFICATION: The JPA requires the City to notify before any public hearing or advisory board. The City properly notified Orange County on September 25, 2017.

PUBLIC HEARING SCHEDULE:

October 10, 2017 - Planning Commission (5:30 pm)

November 1, 2017 - City Council (1:30 pm) - 1st Reading & Transmittal

DULY ADVERTISED:

September 29, 2017 – Public Notice and Notification

TBD – ¼ Page w/Map Ordinance Heading Ad

RECOMMENDATION ACTION:

The **Development Review Committee** found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; recommended approval of the future land use amendment from Commercial to Residential Medium Low Density; and recommended transmittal to the Florida Department of Economic Opportunity for the property owned by TGNIF LLC.

The **Planning Commission**, at its meeting on October 10, 2017, unanimously found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; recommended approval of the future land use amendment from Commercial to Residential Medium Low Density; and recommended transmittal to the Florida Department of Economic Opportunity for the property owned by TGNIF LLC.

Accept the First Reading of Ordinance No. 2604 and authorize transmittal to the Florida Department of Economic Opportunity.

Note: This item is considered Legislative. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

LAND USE REPORT

I. RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Residential Low Density (0-5 du/ac)	R-2	Single family homes; Clayton Estates
East (County)	“County” Low Medium Density Residential	“County” R-1	Single family homes
South (City and County)	Commercial	C-1 & C-2	Used car lots, vacant commercial
West (City and County)	“City” Institutional \Public and “County”	“City” PO\I and “County” R-2	Apopka Elementary School\single family homes

II. LAND USE ANALYSIS

The applicant intends to develop the property as townhome community. Predominant existing land uses and assigned zoning in the abutting and surrounding area are institutional, single family residential and commercial retail and commercial automotive.

North: Abutting the subject property to the north is the Clayton Estates single-family residential community. Typical lots therein are 70 feet wide and 7,700 sq. ft.

West: Apopka Elementary School borders to the east and a few single family homes at the southwest corner.

East: To the east the property is currently vacant single family lots and existing homes on 50 foot wide typical lots. An unpaved public right of-way runs along the western property line – North Bradshaw Road.

South: Existing commercial businesses and vacant commercial are currently present. However, redevelopment of this commercial area is anticipated to occur with new commercial projects currently under review.

The proposed future land use designation of Medium Low Density Residential consistent with the surrounding future land use designations and anticipated future development in the surrounding area. Commercial and office development is anticipated to occur to the south. The proposed townhomes are a short walking distance to Apopka Elementary School for school-age children residing at the subject property in the future.

Therefore, staff supports the proposed future land use designation.

Other Information:

Wekiva River Protection Area: No

Area of Critical State Concern: No

DRI / FQD: No

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. While located within the Wekiva River Basin Study Area, the subject property is not located within the Protection Area. The proposed amendment is consistent with the adopted mandates and requirements. The proposed Future Land Use Map (FLUM) amendment has been reviewed against the best available data, with regard to aquifer and groundwater resources. The City of Apopka's adopted Comprehensive Plan addresses aquifer recharge and stormwater run-off through the following policies:

- Future Land Use Element, Policies 4.16, 14.4, 15.1, 16.2 and 18.2
- Infrastructure Element, Policies 1.5.5, 4.2.7, 4.4, 4.4.1, 4.4.2 and 4.4.3
- Conservation Element, Policy 3.18

Karst Features: The Karst Topography Features Map from the Florida Department of Environmental Protection shows that there is a potential karst feature on this property.

Analysis of the character of the Property: The property has access to Old Dixie Highway. A pond/wetland occurs on approximately 2.5 acres of the site. Wetland and upland buffer boundaries must be evaluated and identified as part of any development plan applications. Additional soil analysis may be necessary because of the potential presences of karst features at the subject site.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the subject site is Residential Medium Low (0 – 7.5 du/ac) and currently has a Commercial. A change to a residential land use of Medium Low Density will generate an estimated population increase up to 271 persons. Based on the housing element of the City's Comprehensive Plan, this amendment will increase the City's future population but a housing supply is needed to meet the growing population.

CALCULATIONS:

ADOPTED: Medium Low Density (7.5 du/ac) 102 Units x 2.659 p/h = 271 persons

EXISTING: Commercial – not applicable

PROPOSED: Medium Low Residential): 7.5 du/ac x 13.7 ac = max 102 units x 2.659 = 271 person

Net Increase: + 271 persons

Housing Needs: This amendment will not negatively impact the housing needs as projected in the Comprehensive Plan. The amendment will allow for additional housing to accommodate anticipated population growth projected by the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: Per policy 4.1 of the Conservation Element, a habitat study is required for developments ten (10) acres or more in size. This site is greater than ten acres. A habitat study will be required at the time of a development plan application.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan. Access to the site occurs from Old Dixie Highway.

Potable Water, Reclaimed Water & Sanitary Sewer Analysis: The subject property is located within the City of Apopka service area for potable water, reclaimed water and sanitary service.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 100 GPD/Capita;
100 GPD / Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 300 GPD
3. Projected total demand under proposed designation: 2,550 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 100 GPD/Capita
6. Projected LOS under proposed designation: 5.1 GPD/Capita
7. Improved/expansions already programmed or needed as a result if proposed amendment: None

Potable Water Analysis

1. Facilities serving the site; current LOS; and LOS standard: City of Apopka ; 100
GPD/Capita;
100 GPD/Capita

If the site is not currently served, please indicate the designated service provider: City of Apopka

2. Projected total demand under existing designation: 300 GPD
3. Projected total demand under proposed designation: 2,550 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 100 GPD/Capita
6. Projected LOS under proposed designation: 5.1 GPD/Capita
7. Improved/expansions already programmed or needed as a result of the proposed amendment: None
8. Parcel located within the reclaimed water service area: Yes

Solid Waste

1. Facilities serving the site: City of Apopka
2. If the site is not currently served, please indicate the designated service provider: City of Apopka
3. Projected LOS under existing designation: 1.8 lbs./person/day
4. Projected LOS under proposed designation: 4.5 lbs./day/1000 sf
5. Improved/expansions already programmed or needed as a result of the proposed amendment: None

This initial review does not preclude conformance with concurrency requirements at the time of development approval.

Infrastructure Information

Water treatment plant permit number: CUP No. 3217

Permitting agency: St. John's River Water Management District

Permitted capacity of the water treatment plant(s): 9.353 MGD

Total design capacity of the water treatment plant(s): 33.696 MGD

Availability of distribution lines to serve the property: Yes

Availability of reuse distribution lines available to serve the property: Yes

Drainage Analysis

1. Facilities serving the site: None
2. Projected LOS under existing designation: 25 year - 96 hour design storm
3. Projected LOS under proposed designation: 25 year - 96 hour design storm
4. Improvement/expansion: On-site retention/detention pond

Recreation - Not applicable.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.



TGNIF LLC, Property Owner
+/- 15.8 acres\13.7 Developable
Proposed Large Scale Future Land Use Amendment:
From: Commercial (.025 FAR max)
To: Medium Low Density (0-7.5 du/ac)
Parcel ID #: 09-21-28-0000-00-006

VICINITY MAP



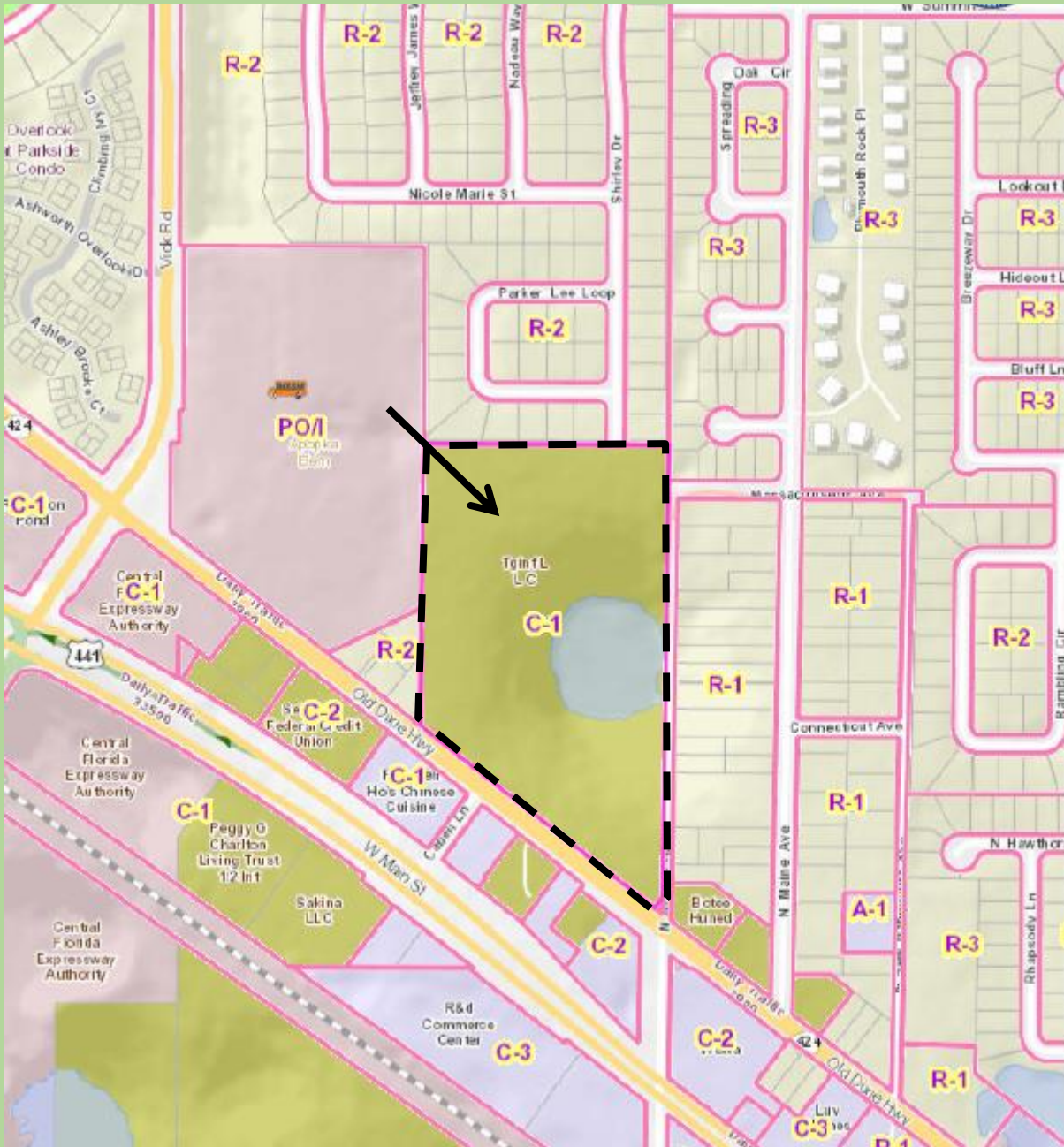


FUTURE LAND USE MAP



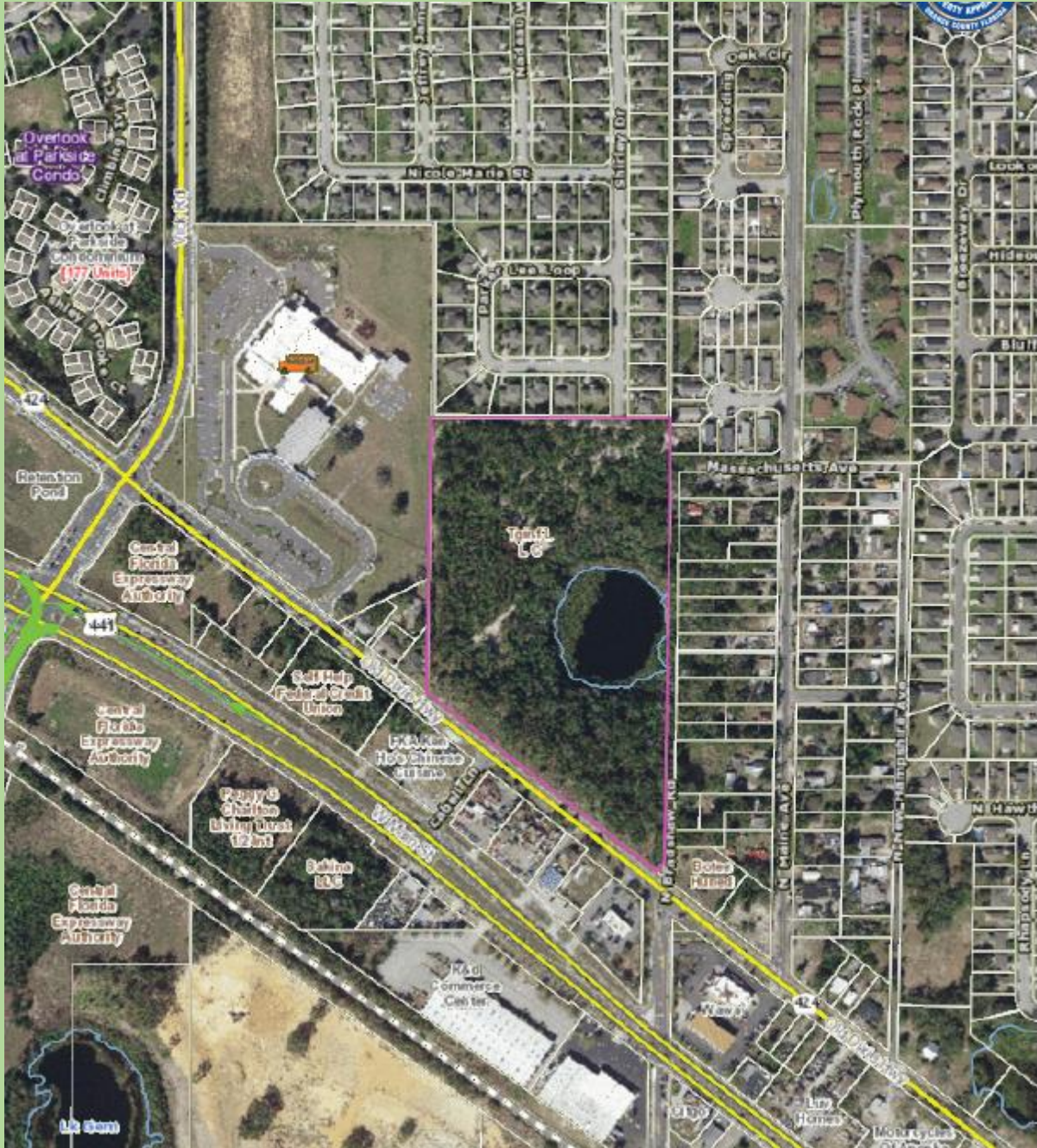


ADJACENT ZONING





ADJACENT USES AND EXISTING USES



ORDINANCE NO. 2604

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING THE FUTURE LAND USE DESIGNATION FROM COMMERCIAL TO” MEDIUM LOW DENSITY RESIDENTIAL FOR CERTAIN REAL PROPERTY GENERALLY LOCATED NORTH OF OLD DIXIE HIGHWAY AND WEST OF NORTH MAINE AVENUE, COMPRISING 15.73 ACRES, MORE OR LESS AND OWNED BY TGNIF LLC; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2538; and

WHEREAS, the City of Apopka’s Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

The Future Land Use Map is hereby amended for the property identified in Exhibit “A” of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Economic Opportunity or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE NO. 2604
PAGE 2

SECTION V: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2017.

READ FIRST TIME: November 1, 2017

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

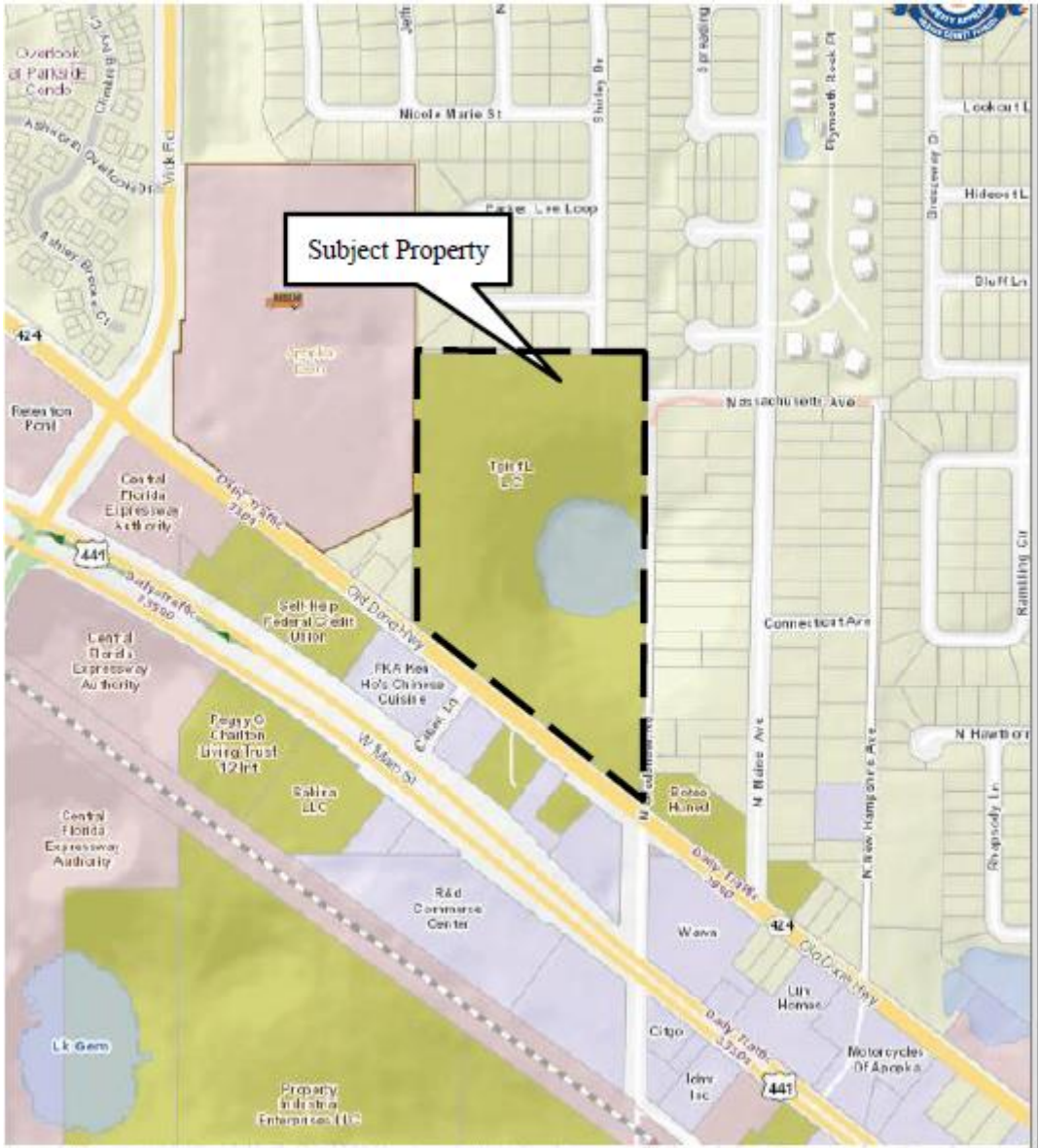
APPROVED AS TO FORM:

Cliff B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: September 29, 2017

EXHIBIT "A"

TGNIF LLC, Property Owners
15.73 +/- Acres
Proposed Large Scale Future Land Use Amendment
From: Commercial
To: Residential Medium Low Density (0 – 7.5 du/lac)
Parcel ID #: 09-21-28-0000-00-006



Backup material for agenda item:

5. Ordinance No. 2605 – First Reading – Comprehensive Plan Text Amendment – Legislative Project: Amendment to the Future Land Use Element, Policy 20.10 and Table 20.10

David Moon



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Ordinance

MEETING OF: November 1, 20178
 FROM: Community Development
 EXHIBITS: Ordinance No. 2605
 "A" - 1-Mile Radius, WPIVP1 Map¹
 "B" - Objectives 17 - 20 - FLUE

SUBJECT: ORDINANCE NO. 2605 - COMPREHENSIVE PLAN – ADMINISTRATIVE POLICY AMENDMENT - FUTURE LAND USE ELEMENT, POLICY 20.10 AND TABLE 20.10.

REQUEST: FIRST READING OF ORDINANCE 2605 -- AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING POLICY 20.10 AND TABLE 20.10; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZE TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

SUMMARY:

The current minimum Floor Area Ratio (FAR) for the Village Center is 0.30 FAR. Planning staff recommends a reduction in the FAR standard from 0.30 to 0.15 FAR until 4,000 residential units are constructed within the area comprising the one-mile radius from the Kelly Park Road Interchange at the Wekiva Parkway.

For the Village Center defined within the Future Land Use Element, a minimum and maximum floor area ratio are required to encourage commercial and office buildings and uses to concentrate within higher intensity clusters. In theory, the intent is to concentrate commercial buildings into typically smaller development site to promote a more walkable urban environment. To influence development to achieve the desired urban character, a minimum floor area ratio is required for the Village Center. The Village Center is the areas surrounding the Plymouth-Sorrento Road\Kelly Park Road intersection and the Golden Gem\Kelly Park Road Intersection, as illustrated in Exhibit "B".

Presently, a concentration of residential homes within one mile radial distance from the Village Center does not create market characteristics capable to support a population density and patronage necessary for higher intensity retail commercial. In other words, there are not enough homes or offices (ie, day-time and night-time population density) within reasonable walking distance from the Village Centers, at this time or anticipated within the next three years to justify a reduction in parking spaces and the area to accommodate them. Retail customers will have to be captured from a wider market area than a one-mile radial distance to support the financial feasibility of operating retail within the Village Centers. Once a sufficient number of homes and business and professional offices are constructed near the Village Centers, residents and employees will be able to walk or ride bikes to commercial retail, allowing parking spaces to be replaced by more retails buildings or parking garages.

PROPOSED POLICY TEXT AMENDMENT: Exhibit "A" of Ordinance 2605 includes the proposed amendment to Policy 20.10 of the Future Land Use Element.

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

1 WPIVP – Wekiva Parkway Interchange Vision Plan

**CITY COUNCIL – NOVEMBER 1, 2017
COMPREHENSIVE PLAN TEXT AMENDMENT
PAGE 2**

PUBLIC HEARING SCHEDULE:

October 10, 2017 - Planning Commission (5:30 pm)

November 1, 2017 – City Council 1st Reading (1:30 pm) Transmittal

DULY ADVERTISED:

September 29, 2017 – Public Hearing Notice

October 20, 2017

RECOMMENDATION ACTION:

The **Development Review Committee** recommend approval of the amendment to the City of Apopka Comprehensive Plan, Future Land Use Element, Policy 20.10 to reduce minimum floor area ratio within the Village Center Character District from a minimum of 0.30 FAR to 0.15 FAR, as shown in Exhibit “A”.

The **Planning Commission** recommended approval (5-1) of the amendment to the City of Apopka Comprehensive Plan, Future Land Use Element, Policy 20.10 to reduce minimum floor area ratio within the Village Center Character District from a minimum of 0.30 FAR to 0.15 FAR, as shown in Exhibit “A”.

Accept the First Reading of Ordinance No. 2605 and authorize transmittal to the Florida Department of Economic Opportunity.

Note: This item is considered legislative and establishes general policy. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

ORDINANCE NO. 2605

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE APOPKA COMPREHENSIVE PLAN OF THE CITY OF APOPKA; CHANGING POLICY 20.10 AND TABLE 20.10; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka, Florida, on October 2, 1991 adopted Ordinance No. 653 which adopted the Comprehensive Plan for the City of Apopka; and

WHEREAS, the City of Apopka has subsequently amended the Comprehensive Plan for the City of Apopka, most recently through Ordinance No. 2538; and

WHEREAS, the City of Apopka's Local Planning Agency and the City Council have conducted the prerequisite advertised public hearings, as per Chapter 163, Florida Statutes, relative to the transmittal and adoption of this ordinance and the requirements for amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Apopka, Florida, as follows:

SECTION I: The City of Apopka hereby amends the Future Land Use Element of the adopted Comprehensive Plan as follows:

Policy 20.10 And Table 20.10 of the Future Land Use Map is hereby amended for the property identified in Exhibit "A" of this Ordinance, and incorporated herein by reference.

SECTION II: This Ordinance shall become effective following adoption and upon issuance by the Department of Economic Opportunity or the Administration Commission, as may be applicable, a final order finding the amendment to be in compliance in accordance with Chapter 163.3184.

SECTION III: If any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

SECTION IV: That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION V: This Ordinance shall become effective upon issuance of a final order by the Florida Department of Economic Opportunity finding the plan amendment in compliance in accordance with s.163.3184 (2)(a), Florida Statute.

ORDINANCE NO. 2605
PAGE 2

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this
____ day of _____, 2017.

READ FIRST TIME: November 1, 2017

READ SECOND TIME
AND ADOPTED: _____

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Cliff B. Shepard, City Attorney

DULY ADVERTISED FOR PUBLIC HEARING: October 20, 2017

(New language denoted with an underscore)

(Page 1 of 2)

Policy 20.10

The City shall ensure that areas of greatest density and intensity within the Wekiva Parkway Interchange Plan Area are located at and between the two major intersection nodes at Kelly Park Road/Golden Gem Road and Kelly Park Road/Plymouth-Sorrento Road, but not upon areas of Karst formations. The Wekiva Interchange Form-Based Code shall require a mix of uses consistent with Wekiva Interchange Plan and shall establish a system of transfer of development rights to encourage increased density and intensity within Wekiva Parkway Interchange Plan Area. Development at the outer edges of the mixed-use area shall maintain compatibility with the lands adjacent to the Wekiva Interchange Plan Area by reducing density and intensity or by providing substantial buffers, landscaping, height, and lighting controls. The City shall also allow transfer of development rights to maintain 20% open space in the overall Study Area. Densities and intensities allowed within the Wekiva Parkway Interchange Plan Area character districts shall be as shown on Table 20.10:

(page 2 of 2)

Table 20.10: Wekiva Parkway Interchange Character District Standards

Character District/ Purpose	Uses	Minimum/ Maximum Acreage*	Density (Units per Acre)	Intensity (FAR)	Open Space (min.)
Village Center (VC) Safe, vibrant and pedestrian-oriented mixed-use area. Each Village Center may include a Core of up to 40 acres each.	Residential, retail, commercial, office and entertainment uses. Horizontal mixed-uses shall be allowed, but vertically mixed-uses are preferred.	Min: 200 Max: 380 (40 acres max. of VC Core in each village)	Min: 7.5 Max: 25 District Average: 12	VC Core: Min: 0.3 Max: 1.0 Average: 0.5 Balance of VC: Min: 0.25 Max: 0.7 Average: 0.35	10% minimum in the form of public plazas and small park spaces that are urban in character.
Interchange Accommodate highway-oriented vehicular service uses and provide a transition between the fast traffic exiting the highway and the pedestrian Village Center.	Highway-oriented uses, such as automobile service & repair, retail, office, and limited high density residential.	Min: 175 Max: 380	Min: 7.5 Max: 15	Min: 0.1 Max: 1.0	15% minimum in the form of neighborhood parks and common areas
Employment (formerly Edge District) Accommodate corporate office development and foster the development of a campus-like corporate park.	Office, hospitality, clean industry, large institutional uses (hospitals, educational facilities), and large scale residential,	Min: 190 Max: 380	Min: 4 Max: 7.5	Min: 0.1 Max: 0.5	20% minimum in the form of large parks and interconnected wildlife corridors.
Transition Provide a transition between the high-density/intensity Village Core and the low-density/ intensity areas at the edge of the study area.	Single family home and single or multi-use office/medium-density residential	Min: 380 Max: 770	Min: 5 Max: 15	Min: 0.5 Max: 1.0	15% minimum in the form of neighborhood parks and larger common areas.
Neighborhood Preserve the existing low-density single-family residential neighborhoods and transition to the less intense uses just outside the study area.	Single-family homes and small scale support uses (schools, churches, day care facilities)	Min: 2,360 Max: 3,060	Min: 1 Max: 5	Min: .05 Max: 0.5	20% minimum in the form of large parks and interconnected wildlife corridors.

* Calculated based on the entire vision plan area acreage.

**** Upon the effective date of Ordinance 2605 the minimum floor-area-ratio shall be 0.15 for the Village Center. The Village Center minimum floor area ratio shall increase to 0.30 FAR after 4,000 new dwelling units are constructed after the effective date of Ordinance 2605 and within the one-mile radius area appearing in the Wekiva Parkway Interchange Area Vision Plan Map.**

- 2) Directing flows from impervious surfaces so that they drain to vegetated buffers or natural areas; and
- 3) Breaking up flow directions from large paved surfaces.

Policy 16.4

Porous pavement materials, pervious concrete, and pervious asphalt should be used to minimize the amount of impervious surface with new development and redevelopment.

Policy 16.5

Commercial and industrial development shall be designed to minimize site disturbance by limiting clearing to the minimum area necessary to accomplish development, as follows:

- 1) Avoid or minimize the removal of existing trees and vegetation;
- 2) Minimize soil compaction by delineating the smallest disturbance area feasible; and
- 3) Maximize disconnection of impervious surfaces to reduce water runoff flows and increase opportunities for infiltration.

Objective 17

Proposed amendments to the Future Land Use Map (FLUM) within the Wekiva Study Area shall meet the criteria in the following policies:

Policy 17.1

Demonstrate that the proposed land use category is the least intensive category that will meet a demonstrated need of the use; and

Policy 17.2

All proposed land use amendments for properties over 30 acres in size will include an analysis to determine appropriate specific onsite BMP's and compensatory treatment for nitrate/nitrogen reduction, both on-site and off-site, including, if necessary, through connection to central sanitary sewer. The analysis must demonstrate, when all

factors are taken into account, that there is no increase in nitrate/nitrogen loading to groundwater and surface water.

Objective 18

The City shall implement the Wekiva Parkway Interchange Land Use Plan adopted on September 15, 2010, which addresses the requirements of Section 369.321(1) F.S. as it relates to coordinated planning within the Wekiva area.

Policy 18.1

The City shall implement the Wekiva Parkway Interchange Vision Plan, which guides the location of a range of uses, such as residential, office, commercial, industrial, recreation, public and institutional, at various densities and intensities around the proposed interchange.

Policy 18.2

Prior to rezoning any property within a one-mile radius of the interchange Study Area, the City shall amend its LDC to incorporate development standards that will implement the Vision Plan. These standards shall address creative planning solutions to protect environmentally sensitive lands, such as:

Open Space

Standards will be developed for appropriate percentages of open space for single parcels and/or for the entire Interchange Study Area.

Clustering:

Standards will be developed to allow multiple land owners to aggregate parcels for the purpose of calculating density/intensity and developing cohesive clusters of higher density/intensity in the area closest to the interchange and major intersections in the study area.

Transfer of Development Rights (TDR):

A TDR system shall be developed to allow land owners that have sensitive lands or lands farthest from the interchange, to sell density/intensity rights to owners of lands closest to the interchange. The vision plan will analyze the potential sending and receiving areas.

Form-Based Regulations:

Develop form-based regulations for the study area to ensure the Vision Plan is implemented.

Policy 18.3

The development standards within the Interchange Study Area shall be applied through a zoning overlay, or similar method, that encompasses the study area. Developer agreements may be required.

Policy 18.4

If a parcel is severed by the one-mile radius or is under common ownership, either the entire parcel will be included or excluded from the study area based upon the Vision Plan.

Policy 18.5

In the event that the Wekiva Parkway is not constructed, it is anticipated that the Wekiva Parkway Interchange Plan will be reevaluated and appropriate comprehensive plan amendments adopted to address then-existing development and future land use designations within the Wekiva Parkway Interchange Plan Area.

Policy 18.6

Before any development can occur within the Project Orlando LLC site (further identified as parcels 11-20-27-0000-00-003, 11-20-27-0000-00-013, 11-20-27-0000-00-036, 11-20-27-0000-00-042, 11-20-27-0000-00-057, 12-20-27-0000-00-060, 11-20-27-0000-00-030, 13-20-27-0000-00-023, 13-20-27-0000-00-005, 13-20-27-0000-00-061, 13-20-27-0000-00-026, 13-20-27-0000-00-032), the proposed development must be processed and approved as a Development of Regional Impact (DRI) as defined in Chapter 380.06, Florida Statutes and Chapter 28-24, Florida Administrative Code.

Policy 18.7

Public school capacities and facilities serving the Project Orlando site shall be addressed with the rezoning and DRI processes. No increase in density above the vested 67 dwelling units shall be permitted by the City until it is demonstrated that adequate public school facilities are available to meet the increased demand.

Policy 18.8

Prior to the completion of the interchange, but following the official designation of the interchange location by the Expressway Authority, a development program may be permitted by the City which shall not exceed 17,907 average daily vehicle trips external to the Project Orlando project, subject to rezoning and a traffic study.

(Revised - Ord. No. 2317, 10-02-2013)

Policy 18.9

A parcel assigned a land use designation during the 2010-1 or 2010-2 large-scale comprehensive plan amendment cycles, shall not be assigned a city residential zoning category or obtain a rezoning for residential uses until Orange County Public Schools has either issued a finding of school capacity or a school capacity enhancement agreement to the applicable property owner, excepting those parcels having a diminimus impact on public schools as defined in the Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency.

Objective 19

New development in the City shall comply with "Smart Growth" principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City's LDC prior to the next required Evaluation and Appraisal Report.

Policy 19.1

Development in the mixed-use categories, and where appropriate in other land use categories, shall provide pedestrian-friendly street design.

Policy 19.2

New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Policy 19.3

New infill development in the mixed-use categories shall provide shops, offices and homes within neighborhoods, including mixed uses in one structure, to offer opportunities to encourage walking and/or live and work environments.

Objective 20

Ensure development within the City of Apopka surrounding the Wekiva Parkway interchange will occur in a predictable, yet flexible manner consistent with the intent of the Wekiva Parkway and Protection Act, the community vision, and the City's economic development goals, and which will provide a balanced land use scenario that can accommodate economic and residential growth in the context of the environmental concerns identified within the Wekiva Parkway and Protection Act, and that can serve as the primary targeted area for greenfield development within the Wekiva Study Area.

Policy 20.1

The Wekiva Parkway Interchange Plan is composed of three elements: the *Wekiva Parkway Interchange Vision Plan*, the *Wekiva Parkway Interchange Land Use Plan*, and the *Wekiva Parkway Interchange Goal, Objectives, and Policies*. The *Wekiva Parkway Interchange Vision Plan*, adopted as part of the Future Land Use Overlay Series found in Appendix 1-2 of the Future Land Use Element, represents a conceptual scenario that demonstrates the intent of the Wekiva Parkway Interchange Plan and will guide the development of lands located within the Wekiva Parkway Interchange Vision Plan Area. The *Wekiva Parkway Interchange Land Use Plan* and the *Wekiva Parkway Interchange Goal, Objectives, and Policies* shall represent the regulatory elements of the Wekiva Parkway Interchange Plan. The land use configuration and distribution demonstrated on the *Wekiva Parkway Interchange Vision Plan* are intended to illustrate the potential application of the adopted *Wekiva Parkway Interchange Vision Plan* policies; however, the specific details for each development phase will be established through the approval of development plans consistent with the *Wekiva Parkway Interchange Goal, Objectives & Policies*, the *Wekiva Parkway Interchange Land Use Plan*, and the regulations established in the *Wekiva Parkway Interchange Form-Based Code*.

Policy 20.2

The Wekiva Parkway Interchange Vision Plan shall be applicable within Wekiva Parkway Interchange Vision Plan Area. The Wekiva Parkway Interchange Vision Plan Area is generally comprised of a one-mile radius emanating from the anticipated Wekiva Parkway Interchange. The exact configuration is based upon a logical, parcel-specific boundary consistent with the intent of capturing a one-mile radius.

Policy 20.3

The annexation, land use change, and subsequent development of lands located within the Wekiva Parkway Interchange Plan Area for Apopka and the Wekiva Interchange Land use Plan Overlay for the County shall be consistent with the adopted Interlocal Agreement between Orange County and the City of Apopka regarding Wekiva Interchange Land Use Plan Overlay.

Policy 20.4

Prior to approving the first development plan within the Wekiva Parkway Interchange Vision Plan Area, the City shall adopt the Wekiva Parkway Interchange Form-Based Code establishing the design and development standards for the Wekiva Parkway Interchange Vision Plan Area. The Wekiva Parkway Interchange Form-Based Code shall be based on the criteria contained within the Wekiva Parkway Interchange Goal, Objectives, and Policies.

Policy 20.5

The Wekiva Parkway Interchange Vision Plan identifies the approximate location of the character districts necessary to support the anticipated development program within the Wekiva Parkway Interchange Vision Plan Area. The location and/or boundaries of the character districts shown on the Vision Plan are illustrative only, and it is the intent of the City that locations and boundaries can be refined through an administrative review, except where other review and approval procedures are specified, in either the Comprehensive Plan or the Wekiva Parkway Interchange Form-Based Code. The specific boundaries and locations of character districts will be established through the approval of development plans, as established through the Wekiva Parkway Interchange Form-Based Code procedures.

Policy 20.6

Deviations in the area-wide densities and/or intensities established in the Wekiva Parkway Interchange Land Use Plan, or proposed design elements that are not consistent with the Wekiva Parkway Interchange Goal, Objectives, and Policies shall require a comprehensive plan amendment.

Policy 20.7

The Wekiva Parkway Interchange Form-Based Code shall include regulations governing the following community design elements for the Wekiva Parkway Interchange Plan area:

- An interconnected network of streets and paths designed to encourage pedestrian and bicycle travel, with traffic calming where appropriate;
- A complementary mix of land uses, including residential, employment, recreational, and civic;
- Appropriate densities and intensities of land uses within walking distance of transit stops; and
- Daily activities within walking distance of residences, public uses, streets and open spaces that are safe, comfortable and attractive for the pedestrian, with adjoining buildings open to the street and parking designed so as not to interfere with pedestrian and bicycle travel.

Policy 20.8

The Wekiva Parkway Interchange Form-Based Code shall include provisions requiring that the land uses incorporated into the Wekiva Interchange Vision and Land Use Plans are physically and functionally integrated, including a connected and continuous system of pedestrian facilities.

Policy 20.9

Development within the Wekiva Parkway Interchange Plan Area shall be assigned a Mixed-Use Interchange future land use designation and shall accomplish an overall mix of residential and non-residential uses as outlined in Policy 3.1.r. Assignment of the Mixed-Use Interchange Land Use future land use designation shall require an amendment to the Comprehensive Plan. This policy shall not be construed to remove any existing entitlements upon property within the Wekiva Parkway Interchange Plan Area, nor shall it prevent

development consistent with the existing future land use designations. Development occurring under the existing future land use designations shall comply with the design criteria included in the Wekiva Parkway Interchange Plan to the extent that the criteria does not conflict with the existing future land use designation.

Policy 20.10

The City shall ensure that areas of greatest density and intensity within the Wekiva Parkway Interchange Plan Area are located at and between the two major intersection nodes at Kelly Park Road/Golden Gem Road and Kelly Park Road/Plymouth-Sorrento Road, but not upon areas of Karst formations. The Wekiva Interchange Form-Based Code shall require a mix of uses consistent with Wekiva Interchange Plan and shall establish a system of transfer of development rights to encourage increased density and intensity within Wekiva Parkway Interchange Plan Area. Development at the outer edges of the mixed-use area shall maintain compatibility with the lands adjacent to the Wekiva Interchange Plan Area by reducing density and intensity or by providing substantial buffers, landscaping, height, and lighting controls. The City shall also allow transfer of development rights to maintain 20% open space in the overall Study Area. Densities and intensities allowed within the Wekiva Parkway Interchange Plan Area character districts shall be as shown on **Table 20.10**:

Table 20.10: Wekiva Parkway Interchange Character District Standards

Character District/ Purpose	Uses	Minimum/ Maximum Acreage*	Density (Units per Acre)	Intensity (FAR)	Open Space (min.)
Village Center (VC) Safe, vibrant and pedestrian-oriented mixed-use area. Each Village Center may include a Core of up to 40 acres each.	Residential, retail, commercial, office and entertainment uses. Horizontal mixed-uses shall be allowed, but vertically mixed-uses are preferred.	Min: 200 Max: 380 (40 acres max. of VC Core in each village)	Min: 7.5 Max: 25 District Average: 12	VC Core: Min: 0.3 Max: 1.0 Average: 0.5 Balance of VC: Min: 0.25 Max: 0.7 Average: 0.35	10% minimum in the form of public plazas and small park spaces that are urban in character.
Interchange Accommodate highway-oriented vehicular service uses and provide a transition between the fast traffic exiting the highway and the pedestrian Village Center.	Highway-oriented uses, such as automobile service & repair, retail, office, and limited high density residential.	Min: 175 Max: 380	Min: 7.5 Max: 15	Min: 0.1 Max: 1.0	15% minimum in the form of neighborhood parks and common areas
Employment (formerly Edge District) Accommodate corporate office development and foster the development of a campus-like corporate park.	Office, hospitality, clean industry, large institutional uses (hospitals, educational facilities), and large scale residential,	Min: 190 Max: 380	Min: 4 Max: 7.5	Min: 0.1 Max: 0.5	20% minimum in the form of large parks and interconnected wildlife corridors.

Character District/ Purpose	Uses	Minimum/ Maximum Acreage*	Density (Units per Acre)	Intensity (FAR)	Open Space (min.)
Transition Provide a transition between the high-density/intensity Village Core and the low-density/ intensity areas at the edge of the study area.	Single family home and single or multi-use office/medium-density residential	Min: 380 Max: 770	Min: 5 Max: 15	Min: 0.5 Max: 1.0	15% minimum in the form of neighborhood parks and larger common areas.
Neighborhood Preserve the existing low-density single-family residential neighborhoods and transition to the less intense uses just outside the study area.	Single-family homes and small scale support uses (schools, churches, day care facilities)	Min: 2,360 Max: 3,060	Min: 1 Max: 5	Min: .05 Max: 0.5	20% minimum in the form of large parks and interconnected wildlife corridors.

* Calculated based on the entire vision plan area acreage.

Policy 20.11

Maximum allowable development within the Wekiva Parkway Interchange Plan Area shall be allocated among land uses as follows:

Single Family: 7,500 units
Multi Family: 8,500 units
Commercial/Services: 22 million square feet

Policy 20.12

The character district regulations included in the Form-Based Code will ensure densities and intensities are allocated as noted in **Table 20.10** (see **Policy 20.10**). The TDR system will allow increased densities in the Core area (noted as bonus density on the table). The average density/intensity for individual districts and the entire mixed-use area shall not exceed the average allowed. The City shall establish a tracking system to ensure the densities/intensities are kept within the established limits. The tracker will also ensure the acreages of the character districts remain within the parameters set in **Policy 20.10**.

Policy 20.13

Development within the Wekiva Parkway Interchange Vision Plan Area shall be planned in a manner that maximizes internal circulation and does not cause the Florida Strategic Intermodal System (SIS) to exceed its adopted Level of Service Standard without appropriate mitigation.

Policy 20.14

The Wekiva Parkway Interchange Vision Plan Area shall include the following performance targets for transit, bicycle and pedestrian facilities as follows:

- 80% of all the bicycle and pedestrian facilities within the Plan Area shall function at LOS C or better;
- All parcels within ¼ mile of a transit stop should be serviced by pedestrian facilities operating at LOS C or better.

LOS standards shall be measured in accordance with the methodology established in the FDOT Multimodal

Transportation Districts and Area wide Quality of Service Handbook (Nov. 2003 or as revised). The City shall coordinate with LYNX and METROPLAN ORLANDO to apply the transit quality of service framework as found in the most recent edition of the Transit Capacity and Quality of Service Manual (TCQSM) and required as part of METROPLAN ORLANDO'S long-range transportation plan where feasible.

Policy 20.15

The City and applicants for development within the Wekiva Parkway Interchange Vision Plan Area shall incorporate transportation demand management strategies into the transportation planning process to alleviate congestion. A range of techniques will be considered, such as vanpool/ridesharing programs, parking management and pricing, transit vouchers, pre-tax incentives, telecommuting, flextime, and/or other appropriate trip reduction strategies.

Policy 20.16

Proposed development within the Wekiva Parkway Interchange Vision Plan Area shall contribute to providing a safe, convenient, comfortable and aesthetically pleasing transportation environment that promotes walking, cycling, and transit use. Appropriate improvements or enhancements to the multimodal network to incorporate into the Wekiva Parkway Interchange Form-Based Code shall include, but not be limited, to the following:

- Accommodations for pedestrian access and movement, including sidewalks, benches and clearly marked crossings;
- Accommodations for bicycles, including lockers, showers, and racks;
- Shared use paths in accordance with the FDOT Bicycle Facilities Planning and Design Guidelines Handbook;
- Accommodations for transfer of passengers at designated transit facilities;
- Preferential parking for rideshare participants;
- Access for motor vehicle passenger drop-offs and pick-ups at designated transit facilities and at commercial and office development sites; and/or
- Accommodation for the mobility impaired, including parking spaces, sidewalks and ramps for handicapped access.

Policy 20.17

Street cross-sections, design standards, and operational measures to ensure streets are safe and convenient for transit, automobile, truck, bicycle and pedestrian travel shall be incorporated into the Wekiva Parkway Interchange Form-Based Code. Strategies will include, but not be limited, to marked crosswalks, wider sidewalks, on-street parking, bus turnouts, traffic calming, raised medians or other appropriate safety enhancements that reduce hazardous conflicts between modes and that are consistent with the planned functions of the roadway.

Policy 20.18

The Wekiva Parkway Interchange Form-Based Code shall include standards for street intersections to facilitate pedestrian crossings.

Policy 20.19

Developments within the Wekiva Parkway Interchange Plan Area shall provide direct bicycle and pedestrian connections within and between residential areas and supporting community facilities and services, such as shopping areas, employment centers, transit stops, neighborhood parks, and schools. Standards and design criteria shall be established within the Wekiva Parkway Interchange Form-Based Code.

Policy 20.20

The City will include in the Wekiva Parkway Interchange Form-Based Code standards for roadways to be built/improved within the Wekiva Parkway Interchange Overlay District. The regulations will create a hierarchy of streets that equitably serve the needs of the pedestrian, the bicycle, public transit, and the automobile based on a grid network system of roadways. The City will support a multi-modal transportation environment that allows for various transit options.

Policy 20.21

Properties assigned the Mixed-Use Interchange future land use designation shall be rezoned to the Wekiva Parkway Interchange Mixed-Use Zoning District to be established in the Wekiva Parkway Interchange Form-Based Code.

Policy 20.22

The Wekiva Parkway Interchange Mixed-Use Zoning District shall establish a range of allowable lot types to ensure a mix of uses. The District shall also provide the form-based building requirements and range of allowable uses for each lot type. The lot type ranges will establish the development framework and pattern within which uses can locate.

Policy 20.23

Permitted land uses within the Wekiva Parkway Interchange Mixed-Use Zoning District shall be outlined in the Wekiva Parkway Interchange Form-Based Code, consistent with the Mixed-Use Interchange future land use designation and **Policy 20.10**. The Community Development Director shall have the authority to approve uses not listed there if the proposed use is compatible with the listed permitted uses and/or will generate or support the development of employment opportunities and/or an increased tax base.

Policy 20.24

Where feasible, developments within the Wekiva Parkway Interchange Plan Area shall maximize the preservation of open space and promote the clustering of uses to both preserve and enhance the natural environment and to maintain the rural character of areas outside of the Wekiva Parkway Interchange Plan Area. The amount of required open space shall vary by district, with the more intensive districts requiring less than 20% for urban plazas/ parks and the less intensive districts requiring more than 20% for passive/active parks and open space for areas. **Policy 20.10** establishes the minimum required open space per district.

Policy 20.25

The Wekiva Parkway Interchange Area Form-Based Code shall include the following provisions to promote efficient access to and through the area, and to protect the traffic flow along the Wekiva Parkway.

- Prohibit the vacation of rights-of-way to maintain the current grid system and facilitate its expansion;
- Require, as part of development approval, a spacing of 300 to 600 feet for local streets to create walkable

"city" blocks and maintain connectivity in the area and avoid the use of the highway for local traffic;

- Prohibit the use of cul-de-sacs and gated neighborhoods;
- Coordinate with the Expressway Authority to encourage the extension of local roads under the highway to maintain connectivity between the east and west sides;
- Limit the number of driveways along Kelly Park Road, Golden Gem and Plymouth Sorrento Road within the Plan Area, and encourage the use of shared driveways instead;
- Require compliance with Section 6.02.10 of the LDC, which requires a minimum distance separation between driveways and intersections;
- Require internal connectivity between sites, through joint-use driveways or alleys, to keep traffic off main roads;
- The Form-Based Code shall include standards for right-of-way width and cross section design based on street typology; and
- Provide pedestrian/bicycle connections at a maximum separation of 350 feet, through the use of mid-block paths or pedestrian shortcuts.

Policy 20.26

Large developments with 50,000 gross square feet or more and are adjacent to a major street, which is or may be used as a transit route, shall provide access for on-site public transit. The public transit stop shall including a bus pullout and shelter.

Policy 20.27

The City shall coordinate with developers the design and construction of proposed new streets within the plan area in conformance with the design standards contained in the Form-Based code. The following standards shall be followed:

- Specific right-of-way location of streets other than those shown on Map 20 of the ILUP shall be determined through the development review process.
- Continue enforcing Section 6.02.05 of the City's LDC (rights-of-way), which contains measures for the protection and use of rights-of-way, and consider the incorporation of more pedestrian-friendly standards in the Wekiva area form-based code.

Policy 20.28

Sites within the Wekiva Parkway Interchange Plan Area, as well as right-of-way areas, shall be subject to the vegetation protection and water conservation landscaping policies contained in the City's comprehensive plan. The City will include more restrictive vegetation protection standards in the Wekiva Parkway Interchange Form-Based Code to:

- Encourage transplanting and re-vegetation.
- Coordinate, on an as needed basis, with Orange County to update regulations for the protection of unique vegetative communities in both jurisdictions.
- Select and locate plants based on their ultimate growth.

Policy 20.29

In order to ensure that development within the mixed-use district creates a sense of community, the placement and orientation of buildings should be carefully planned. The following standards should be included in the form-based regulations:

- Primary building entrances shall orient toward the street, not to interior blocks or parking lots
- Freestanding single-use buildings should be avoided in all but the neighborhood character district, while mixed and interconnected buildings should be encouraged.
- Green areas or plazas may be used to create a prominent civic component to mixed-use areas. These green areas should be centrally located or placed in between the higher intensity uses.
- Standards for the design of gas stations, and other vehicular service uses, to ensure they fit into the desired pedestrian character. The Code will specify standards for building location, site layout, driveway location, signage and other design elements that will ensure compatibility with other proposed uses in the area.
- Building height regulations shall be established not to exceed the parameters listed for each character district in **Policy 20.30**.

Policy 20.30

Building heights shall be arranged so that the tallest buildings are located in proximity to the Kelly Park Interchange and Kelly Park Road itself between the two Village Center nodes. Building heights shall be stepped down/ reduced as development approaches the periphery of the Interchange Study Area and as development nears the rural lands outside the study area. The form-based code shall establish appropriate building heights for each character district and shall address reduced building heights in proximity to the edges of character districts and the study area itself in order to promote compatibility between districts and protection of the rural character of lands outside the study area. In no case shall building height exceed ten occupied floors within the Interchange Study Area without a Comprehensive Plan amendment.

Policy 20.31

The Wekiva Parkway Interchange Form-Based Code shall include standards for signage within the Wekiva Parkway Interchange Plan Area and shall have the purpose to maintain a pedestrian character within the village centers, but at the same time, allow visibility from the highway. Standards shall at minimum:

- Continue to require a sign master plan for all Mixed Use Developments, per LDC Section 2.02.20
- Ground signs shall not be allowed in the Core Area if buildings are located within 15 feet from the street right of way.
- Ground signs shall not exceed a maximum height of 12 feet. This maximum height may be further reduced in certain character districts.
- No billboards shall be allowed within the Wekiva Parkway Interchange Plan Area
- Building signs shall be designed to complement the architecture rather than obscure it.

Backup material for agenda item:

6. Ordinance No. 2608 – First Reading – PUD Master Plan Amendment – Quasi-Judicial Project: Avian Pointe – East of S.R. 429, south of Peterson Road, north of Lust Road

David Moon



**CITY OF APOPKA
CITY COUNCIL**

- _____ CONSENT AGENDA
- X PUBLIC HEARING
- _____ SPECIAL REPORTS
- X OTHER:

MEETING OF: November 1, 2017
 FROM: Community Development
 EXHIBITS: Zoning Report
 Vicinity Map
 Adjacent Zoning Map
 Adjacent Uses Map
 Ex. A – Adopted Master Plan
 Ex. B – Amended Dev. Standards
 Ex. C – Flex Use Description
 Ex. D – Landscape Plan
 Ex. E – Open Space/Recreation Plan
 Ex. F – Prototype Renderings

SUBJECT: ORDINANCE NO. 2608 – AVIAN POINTE PLANNED UNIT DEVELOPMENT AND MASTER PLAN - AMENDING MAXIMUM BUILDING HEIGHT AND MAXIMUM NUMBER OF STORIES WITHIN PHASE B-2 OF THE AVIAN POINTE PLANNED UNIT DEVELOPMENT

REQUEST: FIRST READING OF ORDINANCE NO. 2608 -- AMENDING THE MAXIMUM BUILDING HEIGHT AND MAXIMUM NUMBER OF STORIES FOR MULTI-FAMILY RESIDENTIAL BUILDINGS WITHIN PARCEL B-2 OF THE AVIAN POINTE MASTER PLAN; AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNERS: Apopka Clear Lake Investments, LLC & Lust Grant\WD Long Family Farms
 APPLICANT: Apopka Clear Lake Investments LLC, c/o Ken Stoltenberg
 ENGINEER/PLANNER: Tannath Design, Inc.\Holly Swanson
 LOCATION: East of S.R. 429, south of Peterson Road, and north of Lust Road
 PARCEL ID NUMBERS: 07-21-28-0000-00-002, 07-21-28-0000-00-015, & 07-21-28-0000-00-023
 FLUM DESIGNATION: Residential Medium Density (90.7 ac) and Residential Low Density (30.3 ac)
 EXISTING USE: Vacant Land
 CURRENT ZONING: Planned Unit Development (PUD) and County A-2 (ZIP)
 APPROVED DEVELOPMENT:
 Single Family Homes 58
 Townhomes 216
 Apartments 484
 Community Park --
 Flex Use Area – 6.09 acres; 100 bed boutique hotel, school. ALF, (Exhibit “C”)
 PROPOSED ZONING: No change – Planned Unit Development (PUD/R-3)
 TRACT SIZE: 125.27 +/- acres total project (Parcel B-2 – 39.83 acres)

FUNDING SOURCE: N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

SUMMARY OF PROPOSED AMENDMENT:

Exhibit “B” Avian Pointe Master Plan Development Standards and Guidelines

BUILDING DESIGN/ARCHITECTURE

1. Townhomes: entrance to each unit must access a public sidewalk. Refer to landscape plans for proposed sidewalk locations.
2. Townhomes abutting a street shall have their main entry from that street. This applies to perimeter units on Parcels B-1 and B-3. Internal block units shall have their primary entrance off of the common green-space with rear access from internal streets or alleys. Refer to enlarged landscape plans for graphic information.
3. Refer to parking notes above for single family home front entry garage requirements.
4. Standards for apartment mix are listed in tabular format on sheet za.02.
5. A minimum of one of the two required parking spaces occur within an enclosed garage space.
6. Single family residences shall have a minimum of two (2) enclosed garage spaces.
7. Maximum building height for multiple-family residential buildings constructed in the area defined as “Parcel B-2” is fifty (50) feet. Within Parcel “B-2” the maximum number of stories in a multi-family residential building is four (4).

Development Profile:

Total Residential Units	758 units		Min. Livable Area	
Single Family (70’ width; 8,400 sq.ft. min.)	58 units	7.65%	1,700 sq. ft.	
Townhomes	216 units	28.50%	1,350 sq. ft.	
Apartments	484 units	63.85%	1-bedroom:	750 sq. ft.
			2-bedroom:	900 sq. ft.
			3-bedroom:	1,050 sq. ft.
Flex Use				
Public\private school; ALF\Senior housing; 100-bed boutique hotel	6.09 ac			
Community Park	10.36 ac			
Open Space	30%			
Park & Recreation	Each residential phase has its own park and recreation facility plan.			
Building Height				
Apartments	3 stories; 45 ft.; 4 stories; 50 ft.			
Townhomes	3 stories; 45 ft.			

SCHOOL CAPACITY REPORT: The proposed amendment does not increase the number of residential units.

PUBLIC HEARING SCHEDULE:

- October 10, 2017 – Planning Commission (530 pm)
- November 1, 2017 – City Council (1:30 pm) - 1st Reading
- November 15, 2017 – City Council (7:00 pm) – 2nd Reading

DULY ADVERTISED:

September 29, 2017– Public Notice and Notification
October 27, 2017– Public Notice and Notification

RECOMMENDATION ACTION:

The **Development Review Committee** recommends to amend the development standards for the Avian Pointe Planned Unit Development zoning and master plan to allow a maximum building height of fifty feet and a maximum of four stories for Phase B-2.

The **Planning Commission**, at its meeting on October 10, 2017, unanimously recommended approval to amend the development standards for the Avian Pointe Planned Unit Development zoning and master plan to allow a maximum building height of fifty feet and a maximum of four stories for Phase B-2 for the property owned by Apopka Clear Lake Investments, LLC & Lust Grant\WD Long Family Farms.

Accept the First Reading of Ordinance No. 2608 and Hold Over for Second Reading and Adoption on November 15, 2017.

Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

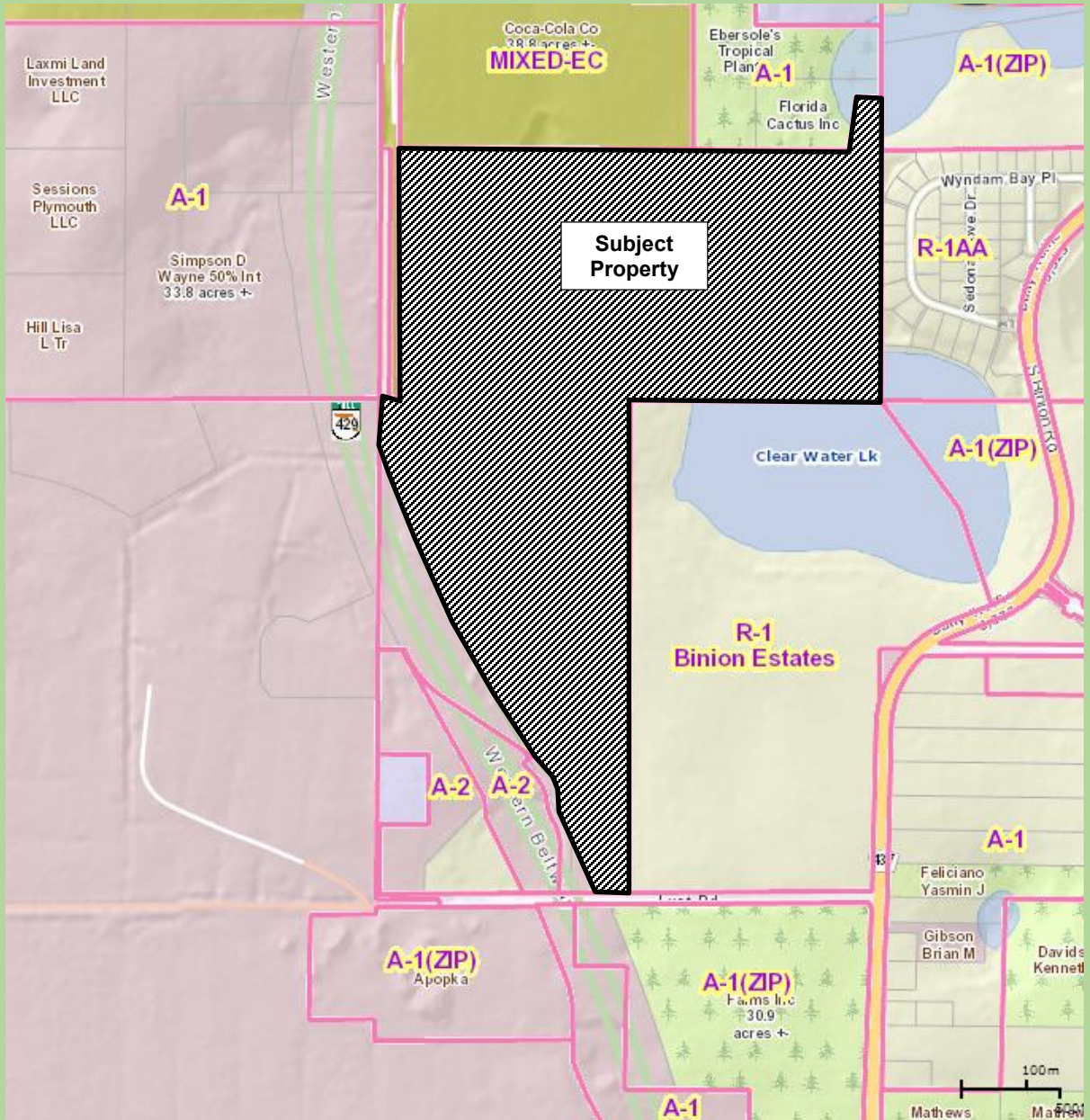
Avian Pointe - Apopka Clear Lake Investments LLC
Existing Maximum Allowable Development: 665 SFR
Proposed Maximum Allowable Development: 58 SFR; 216 Townhomes; and 484 Apartment Units
Parcel ID #s: 07-21-28-0000-00-002, 07-21-28-0000-00-015, 07-21-28-0000-00-023
125.27 +/- Acres Combined

VICINITY MAP





ADJACENT ZONING





ADJACENT USES



ORDINANCE NO. 2608

AN ORDINANCE AMENDING ORDINANCE NO. 2433; AMENDING THE MAXIMUM BUILDING HEIGHT AND MAXIMUM NUMBER OF STORIES FOR MULTI-FAMILY DWELLING UNITS WITHIN PARCEL B-2; PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage the growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the property owner has requested to amend Ordinance No. 2433 and its associated Master Plan to change the maximum building height and maximum number of stores for multi-family residential buildings in Phase B-2.

WHEREAS, the proposed amendment to Ordinance No. 2608 has been found to be consistent with the City of Apopka Comprehensive Plan, and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

SECTION I. That the Ordinance No. 2433, Exhibit “B”, Building Design\Architecture, Condition Avian Pointe Planned Unit Development Master Plan, Development Design Standard, which affected property is described in Exhibit “A” of Ordinance 2433, is amended to add the following standard:

“7. Maximum building height for multiple-family residential buildings constructed in the area defined as “Parcel B-2” is fifty (50) feet. Within Parcel “B-2” the maximum number of stories in a multi-family residential building is four (4).”; AND

The Avian Pointe Master Plan (Exhibit “A” of Ordinance No. 2433), is also amended to allow a maximum building height for multiple-family residential buildings constructed in the area defined as “Parcel B-2” is fifty (50) feet. Within Parcel “B-2” the maximum number of stories in a multi-family residential building is four (4).

SECTION II. Except for the amendments described in Section I, all other zoning and development standards set forth in Ordinance 2433 remain in effect and applicable to the property described in Exhibit “A” of Ordinance 2433.

Section III. That this amendment to Ordinance No. 2433 is consistent with the Comprehensive Plan of the City of Apopka, Florida.

Section IV. That the Community Development Director, or the Director’s designee, is hereby authorized to amend, alter, and implement. As may be applicable, the official zoning maps of the City of Apopka, Florida, to include said designation.

Section V. That if any section or portion of a section or subsection of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or portion of section or subsection or part of this ordinance.

ORDINANCE NO. 2608

PAGE 2

Section VI. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section VII. That this Ordinance shall take effect upon adoption.

READ FIRST TIME: November 1, 2017

READ SECOND TIME
AND ADOPTED: November 15, 2017

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

APPROVED AS TO FORM:

Cliff Shepard, City Attorney

DULY ADVERTISED FOR TRANSMITTAL HEARING: September 29, 2017
October 27, 2017

**EXHIBIT "A"
LEGAL DESCRIPTION**

A parcel of land lying in the Southeast 1/4 of Section 18, Township 20 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Southeast 1/4 of said Section 18; thence, along the North line of said Southeast 1/4, South 88°08'31" West, 922.44 feet; thence departing said North line South 00°55'14" East, 1,401.57 feet; thence North 89°02'58" East, 135.50 feet; thence South 00°55'14" East, 562.93 feet to the South line of the North 3/4 of said Southeast 1/4; thence along said South line South 89°46'29" West, 1,948.05 feet to the West line of said Southeast 1/4; thence along said West line North 01°19'12" East, 637.94 feet to the South line of Oak Ridge Subdivision – Phase 1, as recorded in Plat Book 68, Pages 105 through 107, Public Records of Orange County, Florida; thence along said South line North 89°13'53" East, 659.46 feet to the East line of said Oak Ridge Subdivision; thence along said East line North 01°22'25" East, 613.51 feet; thence North 88°09'06" East, 670.93 feet to a point on the East line of the Northwest 1/4 of said Southeast 1/4; thence along said East line North 01°11'56" East, 675.00 feet, to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 18; thence, along the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 18, North 01°12'14" East, 324.74 feet; thence, departing said West line, North 88°08'14" East, 1,329.47 feet to the East line of the Northeast 1/4 of said Section 18; thence, along said East line, South 01°05'15" West, 324.81 feet to the POINT OF BEGINNING.

Containing: 60.82 acres more or less.

(Information purposes: Parcel Nos.: 18-20-28-0000-00-055, 18-20-28-0000-00-059, and portion of 18-20-28-0000-00-117.)

ORDINANCE NO. 2433

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “CITY” PLANNED UNIT DEVELOPMENT (89.7 +/- ACRES) AND “COUNTY” A-2 (5.4 +/- ACRES) TO “CITY” PLANNED UNIT DEVELOPMENT (PUD/R-3) AND OWNED BY APOPKA CLEAR LAKE INVESTMENTS, LLC; AND FROM “CITY” PLANNED UNIT DEVELOPMENT (30.34 +/- ACRES) TO “CITY” PLANNED UNIT DEVELOPMENT AND OWNED BY GRANT LUST, FOR CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF S.R. 429, SOUTH OF PETERSON ROAD, AND NORTH OF LUST ROAD, COMPRISING 125.74 +/- ACRES MORE OR LESS, PROVIDING FOR DIRECTIONS TO THE COMMUNITY DEVELOPMENT DIRECTOR, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, to manage growth, the City of Apopka, Florida, finds it in the best interest of the public health, safety and welfare of its citizens to establish zoning classifications within the City; and

WHEREAS, the City of Apopka has requested a change in zoning on said property as identified in Section I of this ordinance; and

WHEREAS, the proposed Planned Unit Development (PUD/R-3) zoning has been found to be consistent with the City of Apopka Comprehensive Plan; and the City of Apopka Land Development Code.

NOW THEREFORE, BE IT ORDAINED, by the City Council of the City of Apopka, Florida, as follows:

Section I. That the zoning classification of the following described property be designated as Planned Unit Development (PUD/R-3), as defined in the Apopka Land Development Code, and with the following Avian Pointe Mixed Use Master Plan, as established in Exhibit “A” and subject to the following zoning provisions:

- A. The uses permitted within the Avian Pointe Mixed Use PUD district shall be: Parcel A, maximum of 58 single family homes; Parcel B-1, 114 townhomes; Parcel B-2, maximum of 484 apartment units; Parcel B-3, maximum of 102 townhomes; Parcel B-4, Shared Recreation Area; Parcel B-5, Flex Zoning District as defined in Exhibit “C”; and associated accessory uses or structures consistent with land use and development standards established for the R-3 zoning category except where otherwise addressed in this ordinance.

- B. Development of the property shall occur consistent with the Avian Pointe Mixed Use Master Plan as set forth in Exhibit “A,” attached hereto and incorporated herein and with the development standards set forth within Exhibit “B,” attached hereto and incorporated herein. If a development standard or zoning regulation is not addressed within Exhibit “B”, development shall comply with the R-3 zoning standards set forth in the Land Development Code. Where any development standard conflicts between the Avian Pointe Mixed Use Master Plan and the Land Development Code, the Master Site Plan shall prevail. Any proposed revision to the Master Site Plan shall be evaluated and processed pursuant to Section 2.02.18.N. (Master plan revision), LDC.

- C. If a Preliminary Development Plan associated with the Avian Pointe PUD district has not been approved by the City within five (5) years after approval of these Master Plan provisions, the approval of the Master Site Plan provisions shall expire. At such time, the City Council may:
 - 1. Permit a single six-month extension for submittal of the required Preliminary Development Plan;
 - 2. Allow the PUD zoning designation to remain on the property pending resubmittal of new Master Site Plan provisions and any conditions of approval; or
 - 3. Rezone the property to a more appropriate zoning classification.

- D. The Avian Pointe PUD Master Plan development standards and guidelines shall apply to the development of the subject property:
 - 1. Development standards and Guidelines are established in Exhibit "B" of this Ordinance.
 - 2. Unless otherwise addressed within the PUD development standards and Master Plan, the R-3 zoning standards will apply to the subject property.

Section II. That the zoning classification of the following described property, being situated in the City of Apopka, Florida, is hereby Planned Unit Development (PUD/R-3), as defined in the Apopka Land Development Code.

Legal Description:

2995 Peterson Road: THE WEST ¼ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ & THE SOUTHWEST ¼ OF THE NORTHWEST ¼ (LESS THE WEST 100 FEET) OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ & SOUTHWEST ¼ OF THE SOUTHWEST ¼ LYING EAST OF THE RAILROAD R/W (LESS THE SOUTH 750 FEET) & WEST 100 FEET VAC RAILROAD R/W IN NORTHWEST ¼ OF SOUTHWEST ¼ OF SEC & ALL TRIANGULAR PT LYING SOUTHWEST OF A LINE 25 FEET SOUTHEAST OF C/L RAILROAD R/W IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SEC 07-21-28 (LESS COM THENCE SOUTHWEST CORNER OF SEC 7 PER HENRICH INC LAND SURVEYORS 11/9/73 & BOUNDARY SURVEY BY PEC FOR SJRWMD 8/1/98; THENCE RUN NORTH 00°23'15" EAST 1559.73 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'15" EAST 875.65 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4850 FEET A CENTER ANGLE OF 13°51'26" A CHORD BEARING OF SOUTH 22°13'04" EAST & AN ARC DISTANCE OF 1172.99 FEET; THENCE SOUTH 29°08'48" EAST 656.85 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 597.96 A CENTER ANGLE OF 02°06'24" A CHORD BEARING OF NORTH 55°30'56" WEST & AN ARC DISTANCE OF 21.99 FEET; THENCE NORTH 56°34'09" WEST 488.72 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 548.70 FEET TO A CENTER ANGLE OF 34°20'30" A CHORD BEARING OF NORTH 39°23'54" WEST & AN ARC DISTANCE OF 328.88 FEET; THENCE NORTH 89°22'05" WEST 13.88 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5156 FEET A CENTER ANGLE OF

03°05'12" A CHORD BEARING OF NORTH 26°14'38" WEST & AN ARC DISTANCE OF 277.76 FEET TO THE POINT OF BEGINNING) & (LESS COMMENCE THENCE SOUTHWEST CORNER OF SEC 7 PER HENRICH INC LAND SURVEYORS 11/9/73 & BOUNDARY SURVEY BY PEC FOR SJRWMD 8/1/98; THENCE RUN NORTH 00°23'15" EAST 1312 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°23'15" EAST 247.73 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5156 FEET A CENTER ANGLE OF 03°05'12" A CHORD BEARING OF SOUTH 26°14'38: EAST & AN ARC DISTANCE OF 277.76 FEET; THENCE NORTH 89°22'05" WEST 124.49 FEET TO THE POINT OF BEGINNING)

Parcel ID No. 07-21-28-0000-00-002

89.7 acres (+/-) "City" Planned Unit Development to "City" Planned Unit Development

230 S. Binion Road: THE SOUTHEAST ¼ OF THE NORTHWEST ¼ (LESS THE WEST ¼ THEREOF) AND BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ RUN WEST 160 FEET, NORTH 7 DEGREES EAST 277.24 FEET, EAST 124.78 FEET, SOUTH 275 FEET TO THE POINT OF BEGINNING, SAID LAND LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

Parcel ID No. 07-21-28-0000-00-015

30.34 acres (+/-) "City" Planned Unit Development to "City" Planned Unit Development

2771 Lust Road: COMMENCE TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 07-21-28 RUN NORTH 30 FEET FOR THE POINT OF BEGINNING NORTH 89° WEST 295.64 FEET NORTH 00° EAST 274.53 FEET TO THE POC RUN NORTHWESTERLY ALONG CURVE CONCAVE TO THE SOUTHWEST 162.67 FEET TO THE PRC; RUN NORTHWESTERLY ALONG CURVE CONCAVE TO NE 95.21 FT TO PRC; RUN NORTHWESTERLY ALONG CURVE CONCAVE TO SOUTHWEST 182.36 FEET NORTH 32° EAST 60 FEET THEN EAST 516.82 FEET TO THE EAST LINE OF THE SOUTHWEST ¼ OF SOUTHWEST ¼ THENCE SOUTH ALONG SEC LINE 720 FEET TO THE POINT OF BEGINNING (LESS COM THE SOUTHWEST CORNER OF SEC 7 PER HENRICH INC LAND SURVEYORS 11/9/73 & BOUNDARY SURVEY BY PEC FOR SJRWMD 8/1/98; RUN NORTH 89°39'46" EAST 1018.42 FEET THENCE NORTH 00°53'03" EAST 30.01 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°53'03" EAST 244.53 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 305 FEET FOR A CENTER ANGLE 08°30'19" A CHORD BEARING OF NORTH 03°22'06" WEST & AN ARC DISTANCE OF 45.28 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 8150 FEET ON A CENTER ANGLE OF 02°14'40" A CHORD BEARING OF SOUTH 25°11'59" EAST & AN ARC DISTANCE OF 319.25 FEET; THENCE SOUTH 89°39'46" WEST 137.04 FEET TO THE POINT OF BEGINNING)

Parcel ID No. 07-21-28-0000-00-023

5.29 acres (+/-) "County" A-2 to "City" Planned Unit Development

Combined total acreage: 125.74 acres (+/-)

Section III. Ordinance Number 1091, Binion Estates PUD, is hereby repealed and replaced by Ordinance Number 2433.

<p style="text-align: center;">GENERAL NOTES</p> <ol style="list-style-type: none"> 1. PROJECT SHALL COMPLY WITH THE FOLLOWING: <ul style="list-style-type: none"> • AMERICANS WITH DISABILITIES ACT • CITY OF APOPKA MUNICIPAL & LAND USE CODES, DESIGN GUIDELINES AND STANDARDS. • CITY OF APOPKA FIRE DEPARTMENT • FLORIDA FIRE MARSHAL • FLORIDA DEPARTMENT OF TRANSPORTATION • ST. JOHN'S WATER MANAGEMENT DISTRICT 2. ON-SITE ROADS & DRAINAGE SYSTEM, INCLUDING THE RETENTION PONDS, WILL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER WITH A MUNICIPAL SERVICE TAXING UNIT ESTABLISHED FOR STORMWATER SYSTEM FUNCTIONALITY. ROUTINE MAINTENANCE, INCLUDING MOWING SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. 3. ALL STORMWATER PONDS SHALL BE DESIGNED IN ACCORDANCE WITH SJWMD & CITY OF APOPKA STANDARDS. 4. BUFFER, LANDSCAPING, RECREATION AND COMMON AREAS WILL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNER. 5. BUFFERS - WHERE REQUIRED - WILL CONSIST OF LANDSCAPING, BERMS, APPROVED FENCING, EXISTING & NEW CITY-APPROVED TREES. 6. PROJECT INFRASTRUCTURE WILL BE DEVELOPED IN ONE PHASE. 7. UTILITIES SHALL BE PROVIDED BY THE CITY OF APOPKA. 8. PROJECT SHALL COMPLY WITH CITY OF APOPKA DEVELOPMENT REQUIREMENTS PER MUNICIPAL CODE PART III ARTICLE II LAND USE: TYPE, DENSITY AND INTENSITY. 9. STRUCTURES SHALL COMPLY WITH FLORIDA BUILDING CODE, CURRENT ENFORCED EDITION. 10. ROADS AND PARKING AREAS SHALL COMPLY WITH FDOT DESIGN AND ENGINEERING REQUIREMENTS. R.O.W. PAVEMENT WORK MUST UTILIZE TYPE SP-8.5 ASPHALT. 11. MASTER PLAN AS SHOWN IS CONCEPTUAL. ALL FEATURES NOTED HEREIN SHALL BE SUBJECT TO JURISDICTIONAL APPROVALS AND CIVIL ENGINEERING REFINEMENTS IN ACCORD WITH AGENCY REQUIREMENTS. 12. LANDSCAPE & IRRIGATION PLANS SHALL BE DESIGNED IN ACCORDANCE WITH CITY ORDINANCE NO. 2069. 13. A DEVELOPER AGREEMENT SHALL BE REQUIRED FOR OFF-SITE RIGHT OF WAY IMPROVEMENTS FROM THE NORTH ENTRANCE DRIVE TO THE INTERSECTION OF ORANGE AVENUE. 	<p style="font-size: 24px; margin: 0;">PROJECT</p> <h1 style="margin: 0;">AVIAN POINTE</h1> <h2 style="margin: 0;">CITY OF APOPKA, FLORIDA</h2> <p style="margin: 0;">(FORMERLY KNOWN AS BINION ESTATES)</p> <h1 style="margin: 0;">PUD ZONING AMENDMENT</h1> <h1 style="margin: 0;">&</h1> <h1 style="margin: 0;">MIXED USE MASTER PLAN</h1> <p style="margin: 0;">PARCEL I.D. NUMBERS</p> <p style="margin: 0;">07-21-28-0000-00-015</p> <p style="margin: 0;">07-21-28-0000-00-002</p> <p style="margin: 0;">07-21-28-0000-00-023</p> <p style="margin: 0;">SUBMITTED MAY 30, 2014</p>	<p style="text-align: center;">VICINITY MAP</p> <p style="text-align: center;">NOT TO SCALE</p>																																													
<p style="text-align: center;">LEGAL DESCRIPTION</p> <p>PER CIVIL ENGINEER:</p> <p>PARCEL ID NO. LUST GRANT (PARCEL A) 07-21-28-0000-00-015</p> <p>THE SOUTHEAST 1/4 OF NORTHWEST 1/4 (LESS THE WEST 1/4 THEREOF) AND BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4; RUN WEST 160 FEET; NORTH 7 DEGREES EAST 277.24 FEET; EAST 124.78 FEET; SOUTH 275 FEET TO THE POINT OF BEGINNING, ALL BEING SITUATED IN SECTION 07, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. CONTAINING 1,321,761 square feet, or 30.34 acres, more or less.</p> <p>PARCEL I.D. NO. APOPKA CLEAR LAKE LLC (PARCEL B) 07-21-28-0000-00-002 07-21-28-0000-00-023</p> <p>The West 1/2 of the Southwest 1/4 of Section 7, Township 21 South, Range 28 East, lying East of State Road 429; the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 21 South, Range 28 East, less the West 100.00 feet thereof, and the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of Section 7, Township 21 South, Range 28 East, all in Orange County, Florida.</p> <p>BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING at the Southeast corner of the Southwest 1/4 of Section 7, Township 21 South, Range 28 East, Orange County, Florida; thence run South 89°39'36" West, along the South line of the Southwest 1/4 of said Section 7, for a distance of 1320.05 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of said Section 7; thence departing said South line, run North 00°22'30" East, along said East line, for a distance of 30.00 feet to a point on the North right of way line of Lust Road, as recorded in Deed Book 509, Page 564 of the Public Records of Orange County, Florida, said point also being the POINT OF BEGINNING; thence run South 89°39'36" West, along the said North right of way line, for a distance of 183.18 feet to a point on the Easterly limited access right of way line of State Road 429, as shown on Orlando-Orange County Expressway Authority Right of Way Map of Project Number 429-201, said point also being on a curve, concave Southwesterly, having a radius of 8150.00 feet, a chord bearing of North 28°36'44" West, and a chord distance of 720.85 feet; thence run Northwesterly along the arc of said curve, and said Easterly limited access right of way line through a central angle of 05°04'10" for an arc distance of 721.09 feet to the point of tangency; thence run North 29°08'49" West, along said Easterly limited access right of way line, for a distance of 768.04 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 4850.00 feet, a chord bearing of North 22°13'22" West, and a chord distance of 1169.35 feet; thence run Northwesterly along the arc of said curve, and said Easterly limited access right of way line, through a central angle of 13°50'52" for an arc distance of 1172.20 feet to a point on the West line of the Southwest 1/4 of said Section 7; thence departing said curve, and said Easterly limited access right of way line, run North 00°23'17" East, along said West line, for a distance of 193.80 feet to the West 1/4 corner of said Section 7; thence departing said West line, run South 89°49'16" East, along the North line of the Southwest 1/4 of said Section 7, for a distance of 106.00 feet to a point on the Westerly line of the Southwest 1/4 of said Section 7, for a distance of 106.00 feet to a point on the East line of the CSX railroad, as recorded in Deed Book 882, Page 129 of the aforesaid Public Records of Orange County, Florida; thence departing said North line, run North 00°11'33" East, along said West line, for a distance of 1313.29 feet to a point on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence departing said West line, run South 89°44'02" East, along said North line, for a distance of 1547.79 feet to a point on the East line of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 7; thence departing said North line, run South 00°18'38" West, along said East line, for a distance of 1310.94 feet to a point on the North line of the aforesaid Southwest 1/4 of Section 7; thence departing said East line, run North 89°49'16" West, along said North line, for a distance of 327.05 feet to a point on the aforesaid East line of the West 1/2 of the Southwest 1/4 of Section 7; thence departing said North line, run South 00°22'30" West, along said East line, for a distance of 2586.52 feet to the POINT OF BEGINNING.</p> <p>Containing 4,155,511 square feet, or 95.40 acres, more or less.</p>	<p style="text-align: center;">SITE MAP</p> <p style="text-align: center;">SCALE: 1" = 500'</p> <p style="text-align: center;">MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL</p>	<p style="text-align: center;">PROJECT DATA</p> <p>CITY OF APOPKA PROJECT NO.: PENDING</p> <p>PARCEL A</p> <p>PARCEL I.D. NUMBER: 07-21-28-0000-00-015 PARCEL ADDRESS: 230 SOUTH BINION ROAD APOPKA, FL 32703 GROSS LAND AREA: 25.7 ACRES GROSS LAKE AREA: 4.7 ACRES TOTAL GROSS AREA: 30.3 ACRES CURRENT LAND USE: LOW-RES. 0-5 D.U./AC FUTURE LAND USE (FLU): LOW-RES. 0-5 D.U./AC (NO CHANGE) CURRENT ZONING: PD R-1 PROPOSED ZONING: PD R-1 (NO CHANGE) REQUIRED LANDSCAPE BUFFER: 50' FM NHWL REQUIRED WETLAND SETBACK: 30% REQUIRED OPEN SPACE: 30% REQUIRED RECREATION: RECREATION AREAS SHALL COMPLY WITH O.C. 38-1253 151 SINGLE FAMILY HOMES 58 SINGLE FAMILY HOMES TYPE V, NON-SPRINKLERED MAX. 2 STORES, 35' MIN. REQD NET LIVING AREA/D.U.: 1,700 SQ FT SCHOOL AGE POPULATION: 24 CHILDREN (ESTIMATED) (PROJECTED AT 0.4X60) 2 SPACES/D.U. 70' X 120', 8,400 SF SEE SHEETS ZA.02A & ZA.12</p> <p>PARCEL B</p> <p>PARCEL I.D. NUMBERS: 07-21-28-0000-00-002 07-21-28-0000-00-023 PARCEL ADDRESS: APOPKA, FL 32703 GROSS LAND AREA: 90.7 ACRES CURRENT LAND USE: LOW-RES. 0-5 D.U./AC FUTURE LAND USE (FLU): MED DENSITY, 0-12 D.U./AC CURRENT ZONING: PD R-1 PROPOSED ZONING: PD MIXED USE REQUIRED LANDSCAPE BUFFER: 25' REQUIRED WETLAND SETBACK: 50' FM NHWL REQUIRED OPEN SPACE: 30% REQUIRED RECREATION: RECREATION AREAS SHALL COMPLY WITH O.C. 38-1253</p> <p>ALLOWABLE D.U.: 454 SINGLE FAMILY HOMES</p> <p>PROPOSED D.U.:</p> <p>PARCEL B-1: 111 TOWNHOMES 1,350 SF MINIMUM LIVING AREA</p> <p>PARCEL B-2: 484 UNITS 750 SF MINIMUM LIVING AREA</p> <p>PARCEL B-3: 102 TOWNHOMES 1,350 SF MINIMUM LIVING AREA</p> <p>REQUIRED PARKING: SEE SHEET ZA.02 BUILDING TYPE: TYPE V, SPRINKLERED BUILDING HEIGHT: MAX. 3 STORES, 45' SCHOOL AGE POPULATION: 281 CHILDREN (ESTIMATED) (PROJECTED AT 0.4X702) REQUIRED SETBACKS: SEE SHEET ZA.02A</p>	<p style="text-align: center;">PROJECT DIRECTORY</p> <p>OWNER-APPLICANT: LUST GRANT (PARCEL A) 140 LONG FAMILY FARMS LLC 2949 LUST ROAD APOPKA, FL 32703</p> <p>OWNER CONTACT: KEN STOLTENBERG PH: 813-321-1984</p> <p>ARCHITECT: HOLLY SWANSON 6205 FLAMINGO DRIVE APOLLO BEACH, FLORIDA 33572 PH: 813-465-1095</p> <p>CIVIL ENGINEER: TANNATH DESIGN, INC. 2484 ROSE SPRING DRIVE ORLANDO, FLORIDA 32825 PH: 407-862-8878 CONTACT: BRYAN POTTS, P.E.</p> <p>SURVEYOR: ALLEN & COMPANY INC. 16 EAST PLANT STREET WINTER GARDEN, FLORIDA 34787 PH: 407-654-5355 CONTACT: JAMES RICKMAN, PSM</p> <p>TRAFFIC ENGINEER: LUKE TRANSPORTATION ENGINEERING CONSULTANTS 29 EAST PINE STREET ORLANDO, FLORIDA 32828 PH: 407-423-6055 CONTACT: JOE ROVIARO</p>																																												
		<p style="text-align: center;">SHEET INDEX</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>ZA.00</td> <td>COVER SHEET</td> </tr> <tr> <td>ZA.01</td> <td>AERIAL LAND USE PLAN, SOILS & TOPOGRAPHY</td> </tr> <tr> <td>ZA.02</td> <td>MASTER PLAN & DEVELOPMENT SUMMARY</td> </tr> <tr> <td>ZA.02A</td> <td>DEVELOPMENT STANDARDS & GUIDELINES</td> </tr> <tr> <td>ZA.03</td> <td>ENLARGED MASTER PLAN - SHEET 1 OF 2</td> </tr> <tr> <td>ZA.04</td> <td>ENLARGED MASTER PLAN - SHEET 2 OF 2</td> </tr> <tr> <td>ZA.05</td> <td>LANDSCAPE PLAN - SHEET 1 OF 2</td> </tr> <tr> <td>ZA.06</td> <td>LANDSCAPE PLAN - SHEET 2 OF 2</td> </tr> <tr> <td>ZA.07</td> <td>OPEN SPACE & RECREATION PLAN - SHEET 1 OF 2</td> </tr> <tr> <td>ZA.08</td> <td>OPEN SPACE & RECREATION PLAN - SHEET 2 OF 2</td> </tr> <tr> <td>ZA.09</td> <td>PROTOTYPE APARTMENT ELEVATIONS</td> </tr> <tr> <td>ZA.10</td> <td>PROTOTYPE APARTMENT ELEVATIONS</td> </tr> <tr> <td>ZA.11</td> <td>PROTOTYPE TOWNHOUSE ELEVATIONS</td> </tr> </table> <p>EXHIBITS: SURVEY - LUST GRANT (PARCEL A) - SHEET 1 OF 1 SURVEY - APOPKA CLEAR LAKE LLC (PARCEL B) - SHEET 1 OF 3 SURVEY - APOPKA CLEAR LAKE LLC (PARCEL B) - SHEET 2 OF 3 SURVEY - APOPKA CLEAR LAKE LLC (PARCEL B) - SHEET 3 OF 3</p>	ZA.00	COVER SHEET	ZA.01	AERIAL LAND USE PLAN, SOILS & TOPOGRAPHY	ZA.02	MASTER PLAN & DEVELOPMENT SUMMARY	ZA.02A	DEVELOPMENT STANDARDS & GUIDELINES	ZA.03	ENLARGED MASTER PLAN - SHEET 1 OF 2	ZA.04	ENLARGED MASTER PLAN - SHEET 2 OF 2	ZA.05	LANDSCAPE PLAN - SHEET 1 OF 2	ZA.06	LANDSCAPE PLAN - SHEET 2 OF 2	ZA.07	OPEN SPACE & RECREATION PLAN - SHEET 1 OF 2	ZA.08	OPEN SPACE & RECREATION PLAN - SHEET 2 OF 2	ZA.09	PROTOTYPE APARTMENT ELEVATIONS	ZA.10	PROTOTYPE APARTMENT ELEVATIONS	ZA.11	PROTOTYPE TOWNHOUSE ELEVATIONS	<p>AVIAN POINTE (FORMERLY BINION ESTATES) PUD ZONING AMENDMENT (SINGLE FAMILY TO MIXED USE)</p> <p style="text-align: right;">2771 LUST ROAD APOPKA, FLORIDA</p> <p>ISSUE:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>REV</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>3/24/14</td> <td></td> <td>CITY REVIEW</td> </tr> <tr> <td>3/25/14</td> <td></td> <td>CITY SUBMITTAL 1</td> </tr> <tr> <td>5/30/14</td> <td></td> <td>CITY SUBMITTAL 2</td> </tr> <tr> <td>6/12/14</td> <td>1</td> <td>REVISION 1</td> </tr> <tr> <td>4/27/15</td> <td>2</td> <td>REVISION 2</td> </tr> </tbody> </table> <p>SEAL:</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">ZA.00</p> <p>SHEET NUMBER:</p> <p>PROJECT NUMBER: 14-001 DATE: 4-27-15 DRAWN BY: HG</p>	DATE	REV	DESCRIPTION	3/24/14		CITY REVIEW	3/25/14		CITY SUBMITTAL 1	5/30/14		CITY SUBMITTAL 2	6/12/14	1	REVISION 1	4/27/15	2	REVISION 2
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DEVELOPMENT SUMMARY

PARKING SUMMARY

PARCEL	USE	REQUIRED	PROVIDED	# ENCLOSED	OVERFLOW/GUEST
A	SINGLE FAMILY	2 PER UNIT	4 PER UNIT	2 PER UNIT	5
B-1	TOWNHOMES	2 PER UNIT	2 PER UNIT	1 PER UNIT	41
B-2	APARTMENTS*				
	1 BR**	2 PER UNIT	1.5 PER UNIT	0	0
	2 BR	2 PER UNIT	2 PER UNIT	0	0
	3 BR	2 PER UNIT	2 PER UNIT	0	0
B-3	TOWNHOMES	2 PER UNIT	2 PER UNIT	1 PER UNIT	28
B-4	COMMUNITY PARK	N/A	N/A	N/A	42
B-5	FLEX ZONE	PER LDC STANDARDS BY USE			

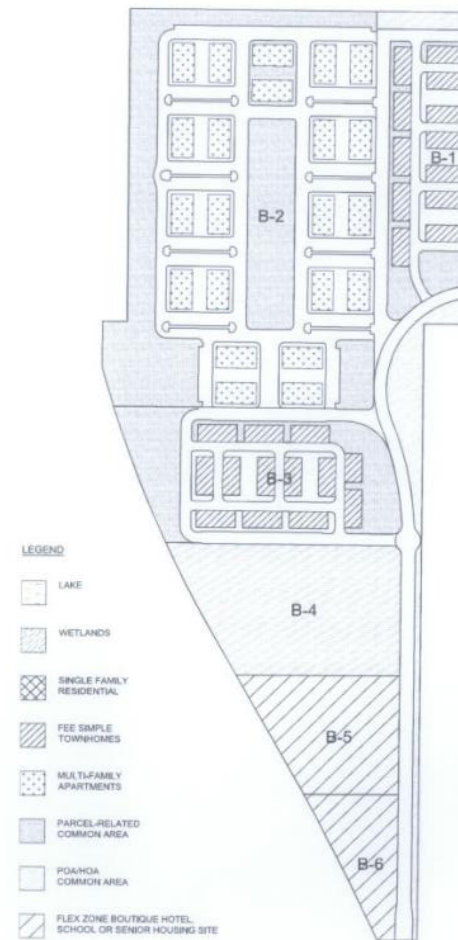
* ADDITIONAL SPACES PENDING PRELIMINARY SITE PLAN DESIGN
 ** VARIANCE REQUIRED

APARTMENT UNIT SUMMARY

UNIT TYPE	% OF UNITS	# OF UNITS	LIABLE SF/UNIT
1 BR	40%	194	750 SF MIN
2 BR	40%	194	900 SF MIN
3 BR	20%	96	1,050 SF MIN

* NO STUDIO APARTMENTS ALLOWED

- NOTES:
- PHASING AS INDICATED BY LETTER/NUMBER DESIGNATIONS BELOW.
 - INFRASTRUCTURE SHALL BE IN PLACE PRIOR TO COMMENCEMENT WITH INITIAL DEVELOPMENT PHASE.
 - SEE SHEETS ZA.07 & ZA.08 FOR OPEN SPACE & RECREATION AREA CALCULATIONS.

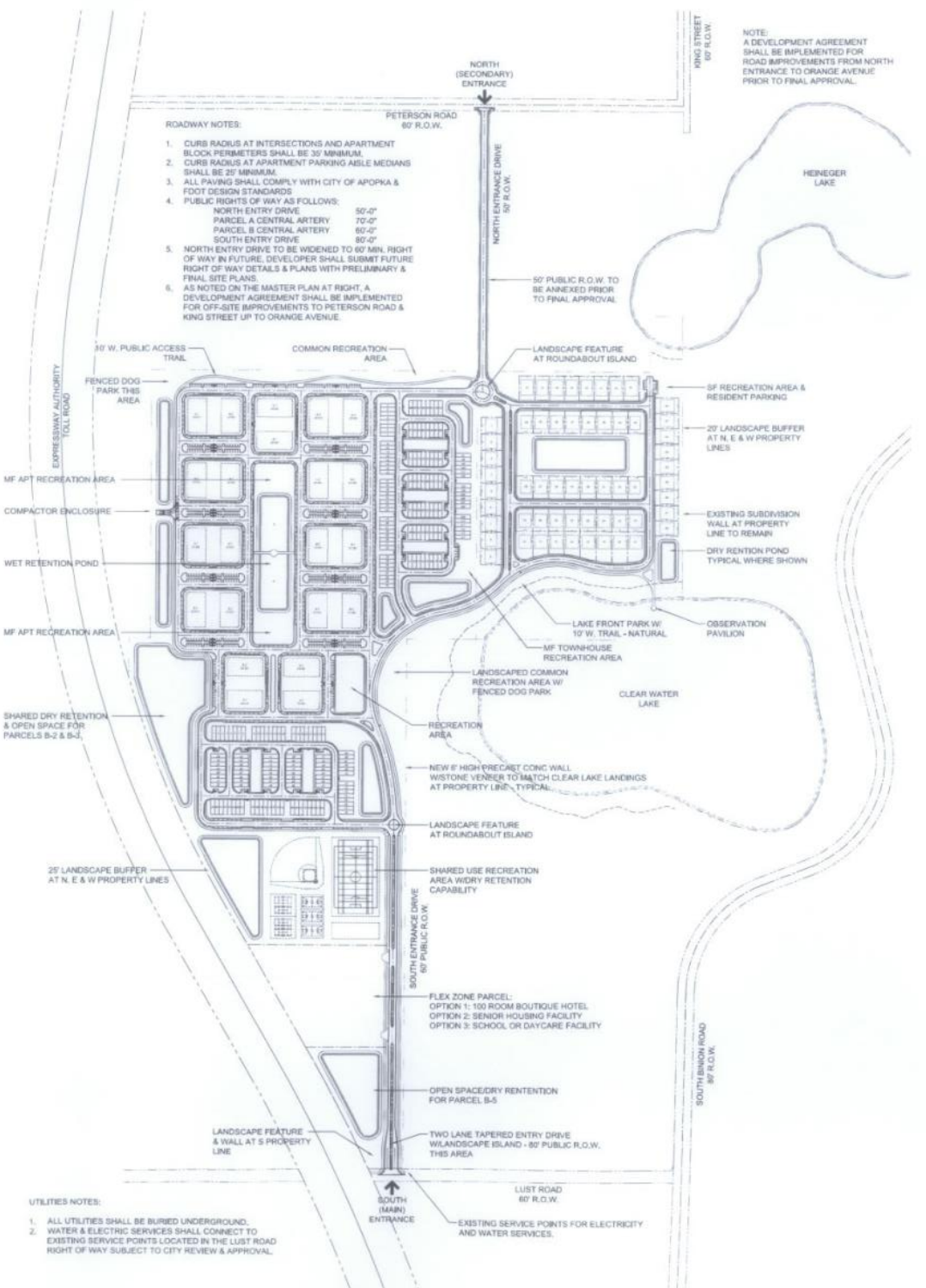


- LEGEND**
- LAKE
 - WETLANDS
 - SINGLE FAMILY RESIDENTIAL
 - FEE SIMPLE TOWNHOMES
 - MULTI-FAMILY APARTMENTS
 - PARCEL-RELATED COMMON AREA
 - POA/HA COMMON AREA
 - FLEX ZONE BOUTIQUE HOTEL, SCHOOL OR SENIOR HOUSING SITE

PARCEL A SITE AREA 1,321,761 SF = 30.3 AC	PARCEL B-2 SITE AREA 1,726,074 SF = 39.83 AC
PARCEL B-1 SITE AREA 504,916 SF = 11.59 AC	PARCEL B-3 SITE AREA 384,197 SF = 8.82 AC
PARCEL B-4 SITE AREA 451,437 SF = 10.36 AC	PARCEL B-5 SITE AREA 265,089 SF = 6.08 AC
PARCEL B-5 SITE AREA 123,311 SF = 2.8 AC	PARCEL B-6 SITE AREA 123,311 SF = 2.8 AC

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

MASTER PLAN



- ROADWAY NOTES:**
- CURB RADIUS AT INTERSECTIONS AND APARTMENT BLOCK PERIMETERS SHALL BE 30' MINIMUM.
 - CURB RADIUS AT APARTMENT PARKING AISLE MEDIANS SHALL BE 25' MINIMUM.
 - ALL PAVING SHALL COMPLY WITH CITY OF APOPKA & FOOT DESIGN STANDARDS.
 - PUBLIC RIGHTS OF WAY AS FOLLOWS:
 NORTH ENTRY DRIVE: 50'-0"
 PARCEL A CENTRAL ARTERY: 70'-0"
 PARCEL B CENTRAL ARTERY: 60'-0"
 SOUTH ENTRY DRIVE: 80'-0"
 - NORTH ENTRY DRIVE TO BE WIDENED TO 60' MIN. RIGHT OF WAY IN FUTURE. DEVELOPER SHALL SUBMIT FUTURE RIGHT OF WAY DETAILS & PLANS WITH PRELIMINARY & FINAL SITE PLANS.
 - AS NOTED ON THE MASTER PLAN AT RIGHT, A DEVELOPMENT AGREEMENT SHALL BE IMPLEMENTED FOR OFF-SITE IMPROVEMENTS TO PETERSON ROAD & KING STREET UP TO ORANGE AVENUE.

- UTILITIES NOTES:**
- ALL UTILITIES SHALL BE BURIED UNDERGROUND.
 - WATER & ELECTRIC SERVICES SHALL CONNECT TO EXISTING SERVICE POINTS LOCATED IN THE LUST ROAD RIGHT OF WAY SUBJECT TO CITY REVIEW & APPROVAL.

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

HOLLY SWANSON
ARCHITECT, AIA

6205 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA
33572

813-465-1095

FL LICENSE NO. ARS2665

CONSULTING ENGINEER

ERIC J. HENORA, P.E.



PROJECT INFORMATION

AVIAN POINTE
(FORMERLY BINION ESTATES)
PUD ZONING AMENDMENT
(SINGLE FAMILY TO MIXED USE)

2771 LUST ROAD
APOPKA, FLORIDA



ISSUE

DATE	REV.	DESCRIPTION
3/24/14		CITY REVIEW
3/26/14		CITY SUBMETAL 1
3/30/14		CITY SUBMETAL 2
6/12/14	1	REVISION 1
4/27/15	2	REVISION 2

SEAL:

SHEET NUMBER:

ZA.02

PROJECT NUMBER: 14-001
 DATE: 4-27-15
 DRAWN BY: HS

AMENDED DEVELOPMENT SUMMARY

PARCEL A

PARCEL ID NUMBER:	07-21-28-0000-00-015	ADDRESS: 230 SOUTH BINION ROAD, APOPKA, FL 32703	NO CHANGE:	APPROVED:	PROPOSED:
OWNER:	WD LONG FARMS LLC	ADDRESS: 2849 LUST ROAD, APOPKA FL 32703	•	•	
ACREAGE:	30.3 AC MOL		•	•	
ZONING:	PUD (RESIDENTIAL)		•	•	
LAND USE:	SINGLE FAMILY RESIDENTIAL		•	•	
NUMBER OF LOTS:	59		•	•	
DWELLING UNITS/ACRE:	2		•	•	
MINIMUM NET LIVING AREA:	1,700 SF PER DWELLING UNIT		•	•	
SETBACKS:	PER PREVIOUSLY APPROVED MASTER PLAN		•	•	
PARKING REQUIREMENTS:	2 ENCLOSED SPACES, 2 DRIVEWAY SPACES		•	•	
LANDSCAPE BUFFERS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
COMMON AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
RECREATION AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
DEVELOPMENT STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
STREET STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	

PARCEL B (OVERALL)

PARCEL ID NUMBERS:	07-21-28-0000-00-002, 07-21-28-0000-00-023	ADDRESS: 2771 LUST ROAD, APOPKA, FL 32703	NO CHANGE:	APPROVED:	PROPOSED:
OWNER:	APOPKA CLEAR LAKE INVESTMENTS, LLC	ADDRESS: 1810 W. KENNEDY BLVD., STE 232, TAMPA FL 33606	•	•	
ACREAGE:	95 AC MOL		•	•	
ZONING:	PUD (MIXED-USE)		•	•	
USE:	MIXED USE RESIDENTIAL, RECREATION & FLEX		•	•	
NUMBER OF PARCELS:	8		•	•	
LANDSCAPE BUFFERS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
COMMON AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	MINOR CHANGES TO COMMON AREA
DEVELOPMENT STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
STREET STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	MINOR CHANGES TO ROW LAYOUT

PARCEL B-1

ACREAGE:	12 AC MOL		•	•	ADDED .1 AC
LAND USE:	TOWNHOMES		•	•	
DWELLING UNITS/ACRE:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
MINIMUM NET LIVING AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
SETBACKS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
PARKING REQUIREMENTS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
LANDSCAPE BUFFERS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
COMMON AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
RECREATION AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
DEVELOPMENT STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
STREET STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	

PARCEL B-2

ACREAGE:	35.4 AC MOL		•	•	REMOVED 4.9 AC
LAND USE:	MULTI-FAMILY APARTMENTS		•	•	
DWELLING UNITS/ACRE:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
MINIMUM NET LIVING AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
SETBACKS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
PARKING REQUIREMENTS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
LANDSCAPE BUFFERS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
COMMON AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
RECREATION AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
DEVELOPMENT STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	MODIFIED INTERNAL STREET LAYOUT INCREASED # EXITS FROM 3 TO 4.
STREET STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	

PARCEL B-3

ACREAGE:	12.3 AC MOL		•	•	REMOVED .7 AC
LAND USE:	TOWNHOMES		•	•	
DWELLING UNITS/ACRE:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
MINIMUM NET LIVING AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
SETBACKS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
PARKING REQUIREMENTS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
LANDSCAPE BUFFERS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
COMMON AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
RECREATION AREA:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
DEVELOPMENT STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	
STREET STANDARDS:	PER ALREADY APPROVED MASTER DEVELOPMENT AGREEMENT		•	•	

PARCEL B-4

ACREAGE:	12.2 AC MOL		•	•	ADDED 1.6 AC
LAND USE:	RECREATION		•	•	

PARCEL B-5

ACREAGE:	9.9 AC MOL		•	•	ADDED 4 AC
LAND USE:	FLEX - SCHOOL, COMMERCIAL, SENIOR HOUSING		•	•	

PARCEL B-6

ACREAGE:	2.90 AC MOL		•	•	
LAND USE:	FLEX - SCHOOL, COMMERCIAL, SENIOR HOUSING		•	•	

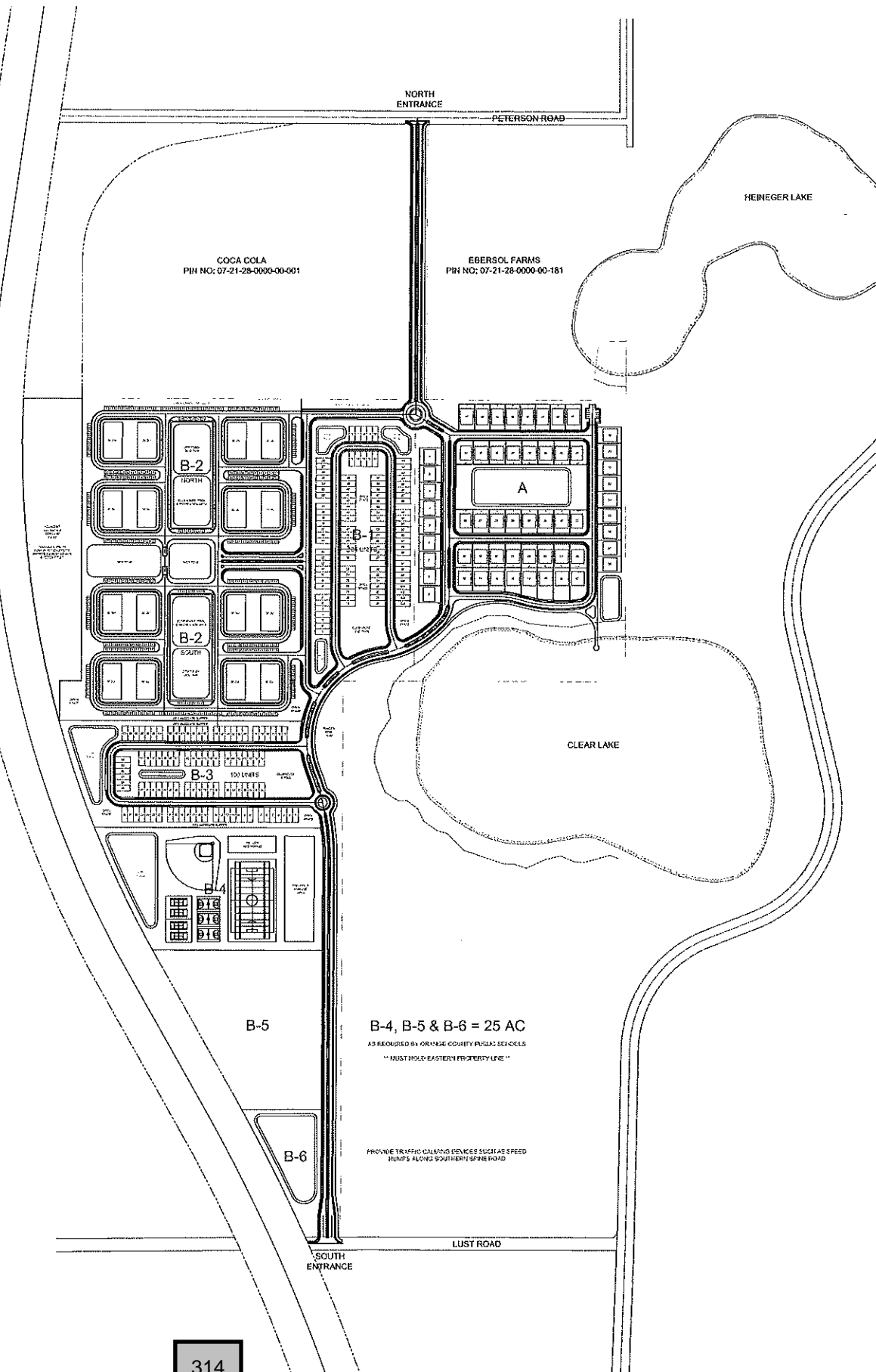
ROW

ACREAGE:	11.6 AC MOL		•	•	
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NOTES

- ALL MASTER PLAN MODIFICATIONS SHALL COMPLY WITH PREVIOUSLY APPROVED MASTER DEVELOPMENT AGREEMENT.
- RIGHT OF WAY & PRIVATE STREET DESIGNS INCLUDING STREET LIGHTING SHALL COMPLY WITH CITY OF APOPKA & FDOT STANDARDS.
- WASTE MANAGEMENT DESIGNS SHALL COMPLY WITH CITY OF APOPKA SANITATION DEPARTMENT STANDARDS.
- MAIL BOXES / KIOSKS SHALL COMPLY WITH CITY OF APOPKA & UNITED STATES POSTAL SERVICE STANDARDS.
- A PRELIMINARY SITE PLAN DRAWING PACKAGE SHALL BE COORDINATED WITH & SUBMITTED TO THE CITY OF APOPKA BY THE CIVIL ENGINEER FOR REVIEW & APPROVAL PRIOR TO CONSTRUCTION.

AMENDED MASTER PLAN



HOLLY SWANSON
ARCHITECT, AIA

6205 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA
33572

813-260-4818

FL LICENSE NO. AR92665

CONSULTING ENGINEER:

LOCHRANE
ENGINEERING

201 S. BUMBY AVENUE
ORLANDO, FL
407-696-3517

PROJECT INFORMATION:

**INSUBSTANTIAL ADMENDMENT TO
AVIAN POINTE MASTER PLAN**

2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1" = 300'



ISSUE:

DATE: REV: DESCRIPTION:

10/14/16		SUBMITTAL
1/17/16	△	REVISED PLAN

PA.01

PROJECT NUMBER: 1400

DATE: 11/17/2016

DRAWN BY: HS

EXHIBIT "B"

Avian Pointe Master Plan Development Standards and Guidelines

Refer to developer agreement for additional project information regarding development standards and guidelines.

COMMUNITY DESIGN

1. Northern and southern entrance feature designs and landscaping will be provided at the preliminary development plan.
2. Postal Service:
 - a. Parcel A: Service shall be via individual mailboxes located in the landscape strip abutting the street. If any on-street parking is proposed within the Spine Road for Parcel A, a mail kiosk may be required at the time of the preliminary development plan.
 - b. Mailboxes shall be uniform in design & color and overseen by the homeowner's association.
 - c. Parcels B-1, B-2 & B3 shall have USPS/ADA approved mail kiosks as shown on the enlarged master plan. These kiosks shall be located on paved areas with sufficient maneuvering clearances and proper grading to accommodate both mail carriers and persons with disabilities. A letter from the Apopka USPS shall be required prior to approval of the preliminary development plan.
3. Public and private roads are called out on the enlarged master plan sheets. A list of potential street names is included in this document set. Final street names shall be submitted with the preliminary development plan.
4. Fenced dog parks: two (2) fenced dog parks are noted on the Master Plan. Delineated dog park plans shall be submitted with the preliminary development plan.
5. A list of potential 'village' or neighborhood names shall be included with the preliminary site plan. Each village will be named 'xxxx' at Avian Pointe.
6. Community signage will be uniform, developed, submitted and approved per City of Apopka signage standards at the preliminary site\subdivision plan.
7. Community street lighting will be uniform, selected, submitted and approved per City of Apopka street lighting standards at the preliminary site plan. Street light and pedestrian light poles shall be of a decorative type consistent with City's Development Design Guidelines.

PARKING

1. Parking standards set forth within Sheet ZA.02 for parking summary table, Master Plan.
2. On street parallel parking spaces shall be a minimum of 9' wide x 22' in length.
3. Head-in, 90° standard parking spaces shall be a minimum of 9' wide x 18' in length.
4. Head-in 90° standard parking spaces at Parcel B-2 parking aisles may be decreased to 9' wide x 16' deep to increase landscaped median per city of Apopka LDC.
5. Head-in 90° ADA parking spaces shall be a minimum of 12' wide x 19' long & meet both Florida building code and Federal ADA standards. A 5' wide accessible aisle shall be required at each ADA parking space. Each space shall be marked with the universal ADA symbol and be provided with appropriate signage in accordance with code requirements.
6. Compact spaces are not allowed.

7. Garage setbacks:

Parcel A: 30' minimum clear driveway depth to right of way sidewalk

Parcels B-1 & B-3: 20' min. clear driveway depth to right of way sidewalk.

8. Front entry garage minimum setback for single family homes is 30' per development design guidelines.
9. Garage setback for townhomes must be sufficient to accommodate a 20' long vehicle without extending over a sidewalk or street or alley.
10. Townhome driveways shall be separated by a landscape area to separate vehicles & define property boundaries.

BUILDING DESIGN/ARCHITECTURE

1. Townhomes : entrance to each unit must access a public sidewalk. Refer to landscape plans for proposed sidewalk locations.
2. Townhomes abutting a street shall have their main entry from that street. This applies to perimeter units on Parcels B-1 and B-3. Internal block units shall have their primary entrance off of the common greenspace with rear access from internal streets or alleys. Refer to enlarged landscape plans for graphic information.
3. Refer to parking notes above for single family home front entry garage requirements.
4. Standards for apartment mix are listed in tabular format on sheet za.02.
5. A minimum of one of the two required parking spaces occur within an enclosed garage space.
6. Single family residences shall have a minimum of two (2) enclosed garage spaces.

RECREATION

1. Parcel A: the edge of Heninger Lake shall be left undisturbed and vegetated. See notes on Sheet ZA.02 and ZA.03
2. Community Park (Parcel B-4): Community park shall be available to residents of all villages (A to B-6) to use, including any guest and/or residents at any hotel or living facility within Parcel B-5. Refer to Sheet enlarged plans for additional information (Sheet ZA.07 and ZA.08).
3. Development Agreement will include schedule for completion of parks and recreation facilities.

LANDSCAPE & BUFFER

1. A 6' high precast concrete wall with ledgestone finish shall be placed within the landscape buffer next to the Clear Lake landings subdivision. All perimeter property separation walls to match.
2. Final recreation plan for each residential village shall be provided at the preliminary development plan.

FIRE DEPARTMENT NOTES

1. All roadways, water line infrastructure and fire hydrants shall be in place before building construction may begin.
2. Fire hydrants must be within 500 feet of each home.

3. Fire hydrant shall be marked with a blue road reflector.
4. Fire lanes shall be provided for the multi residential buildings.
5. All multi residential town homes or apartments must be equipped with fire sprinkler systems, and fire alarm systems meeting Florida fire prevention code.
6. Fire department connections (FDC) for sprinkler systems must be remote from the buildings with fire lanes.
7. If the development is gated, the gate shall be equipped with an opti-com type signaling device that is compatible with City of Apopka emergency vehicles. It must also be equipped with a yelp siren activation and gate code requested by the Fire Department.
8. Connector road to the north all the way to W. Orange Avenue shall meet City of Apopka standards to allow safe travel for fire apparatus.

PUBLIC SERVICES DEPARTMENT NOTES

1. Roads, driveways & roundabouts shall follow FDOT standards.
2. Utilities shall be coordinated with and provided by the city of Apopka.
3. Sanitation service shall be coordinated with and provided by the City of Apopka.
4. Single family and townhome sanitation service shall be via individual unit curbside waste bins per city schedule.
5. Apartment sanitation service shall be via roll-off bins located within an enclosed compactor bay on site. Apartment maintenance staff shall be responsible for transportation of trash from the apartment buildings to the compactors and coordinating pick up with the city sanitation department.
6. No trees or shrubs shall be planted within the road right of ways with contain city-maintained potable water, reclaimed water, stormwater or sewer mains.
7. Landscape and irrigation design shall be in accordance with the City of Apopka Ordinance 2069, adopted May 21, 2008 which establishes waterwise landscape and irrigation standards.

BUILDING DESIGN/ARCHITECTURE

1. Village structures shall be complimentary to but distinct from adjacent villages.
2. Building facades shall be varied in depth with multiple pitched roof heights to provide visual interest. Flat and/or mansard roofs shall not be permitted.
3. Facade materials shall be varied and may consist of stucco, horizontal siding, stone and/or brick veneer.
4. Color palettes shall be complimentary to but distinct from adjacent villages. Field colors and trim shall be distinct from one another.
5. Residential units shall have a useable front porch accessible from the sidewalk. Upper units at the apartments shall also have porches and/or useable outdoor seating areas located along the upper floor verandas.
6. A community clubhouse and resort style pool shall be located in the single family and townhome villages.
7. Two community clubhouses and resort style pools shall be located in the apartment village.

- 8. Community clubhouses shall be equipped with restrooms, communal kitchens (indoor and/or outdoor), seating areas and exercise areas.
- 9. Community clubhouses shall be designed to accommodate persons with disabilities as required by the Florida building code and ADA, current enforced editions.
- 10. Access to community clubhouses shall be restricted to village residents and their guests.

BUILDING SETBACKS

1. SINGLE FAMILY RESIDENCES

FRONT YARD:	25' MINIMUM
SIDE YARD:	7.5' MINIMUM
REAR YARD:	20' MINIMUM
FRONT-FACING GARAGE:	30' MINIMUM

NOTES:

- Two story residences shall be set back an additional 2.5' from the side yard property lines.
- Front porches may encroach into the front yard setback no more than 5'.

2. TOWNHOMES

Front yard: 15' minimum, 17' to 20' shown on plan to public sidewalk where facing street

Front yard: 5' minimum to public sidewalk where facing central greenbelt face of bldg to face of bldg: 60' minimum where facing central greenbelt side yard between bldgs:20' minimum

Garage driveway: 20' minimum to public sidewalk\edge of right of way

NOTES:

- Townhomes abutting the single family residential village shall be setback a minimum of 30' from the property line separating the two villages.
- A 6' high precast concrete wall with stone veneer shall be located along that property line. Refer to master plan & landscape plan for location
- Front porches at townhomes may not encroach into the front yard setback.

3. APARTMENTS

Front yard: 12' MINIMUM TO PUBLIC SIDEWALK WHERE FACING STREET

Side yard: NOT APPLICABLE

Face of bldg to face of bldg: 60' MINIMUM, 70' SHOWN ON PLAN WHERE FACING central greenspace.

NOTES:

- Ground floor apartment units facing the street shall have usable front porches and entrances accessible from the public sidewalk.

- Units facing the central greenspace shall have usable porches accessible from common area walkways.
- Front porches at apartments may not encroach into the front yard setback or central greenspace setback.

LOT DIMENSIONS

1. SINGLE FAMILY RESIDENCES

INTERIOR LOTS: 70' X 120' (LIMITED TO 10% OF TOTAL LOTS)
75' X 110'
80' X 100'

CORNER LOTS: 75' X 110' MINIMUM

NOTES:

- Lot widths at internal blocks vary but must maintain minimum standards listed above.
- Lot configuration diagrams are located on Sheet ZA.12

2. TOWNHOMES

INTERIOR LOTS: 20' X 71' MINIMUM
END LOTS: 20'-4" WIDE X 71' DEEP TO ACCOMODATE END

WALL THICKNESS.

NOTES:

- Common areas abutting the townhome lots shall be the responsibility of and maintained by the Village H.O.A.

UNIT SIZES

1. SINGLE FAMILY RESIDENCES

1,700 minimum sf livable area
2 enclosed parking spaces

2. TOWNHOMES

1,350 minimum sf livable area
1 enclosed parking space

3. APARTMENTS

1 BR UNIT: 750 minimum SF livable area
2 BR UNIT: 900 minimum SF livable area
3 BR UNIT: 1,050 minimum SF livable area

NOTES:

- See Sheet ZA.02 for parking table
- A list of luxury apartment features is included in the developer agreement.

ADDITIONAL NOTES

1. All residential units shall comply with fair housing act accessibility standards.
2. A minimum of 5% of the apartment units shall be designed to comply with ADA standards.
3. All single family and townhome units shall have a fair housing act compliant bath or 1/2 bath located on the ground floor of the unit.
4. All residential units shall laundry facilities located within the livable area.
5. Bicycles and or personal items other than outdoor furnishings and plants shall not be stored on porches. Bicycle racks shall be provided at community clubhouses, recreation areas and each apartment block.
6. Single family waste bins shall be stored either within each unit's garage or behind an opaque screen wall or fence located within the sideyard setback
7. Townhome waste bins shall be stored within each unit's garage or behind an opaque screen wall or fence located within the rear yard setback.
8. Apartment buildings shall have common trash rooms located within each building. Property management shall be responsible for transporting trash from each building to the compactor enclosure shown on the plans.

COMMUNITY PARK GUIDELINES

1. Park facilities shall meet ADA accessibility requirements.
2. Restrooms shall be provided for park users.
3. On-street parking is provided for park users. Additional parking pending. Refer to developer agreement for additional information.
4. Bicycle racks shall be provided. Number and location(s) to be determined at preliminary development plan.
5. Drinking fountains shall be provided. Number and locations to be determined at preliminary development plan.
6. Recreation facilities shown on plans are conceptual final facilities to be determined at preliminary development plan.
7. All development residents shall have shared-use access to the community park including flex zone Parcel B-5.

FLEX ZONE PARCEL B-5

1. Refer to Exhibit “C” for permissible uses. Any additional uses within Flex Zon parcel B-5 must be approved through an amendment to the PUD ordinance.
2. Development standards to follow land development code.
3. Refer to adopting PUD zoning ordinance for additional information.

PROPOSED VILLAGE NAMES

- PARCEL A The Lakes at Avian Pointe
- PARCEL B-1 North Mews at Avian Pointe
- PARCEL B-2 The Commons at Avian Pointe
- PARCEL B-3 South Mews at Avian Pointe
- PARCEL B-4 Community park to be determined and submitted with preliminary development plan
- PARCEL B-5 FLEX ZONE To be determined and submitted with preliminary development plan

1. Village names listed above are preliminary & subject to change pending preliminary site plan submittal.
2. Street names are preliminary & subject to change pending orange county availability and preliminary site plan submittal.

DEVELOPMENT STANDARDS & GUIDELINES

PROPOSED VILLAGE NAMES

PARCEL A	THE LAKES AT AVIAN POINTE
PARCEL B-1	NORTH MEWS AT AVIAN POINTE
PARCEL B-2	THE COMMONS AT AVIAN POINTE
PARCEL B-3	SOUTH MEWS AT AVIAN POINTE
PARCEL B-4 COMMUNITY PARK	TO BE DETERMINED AND SUBMITTED WITH PRELIMINARY DEVELOPMENT PLAN
PARCEL B-5 FLEX ZONE	TO BE DETERMINED AND SUBMITTED WITH PRELIMINARY DEVELOPMENT PLAN

PROPOSED STREET NAMES

Street Names	Available										Parcel	
	Y	N	Blvd	Drive	Alternate					Way		
					Street	Avenue	Road	Lane	Court			Place
V/N	V/N	V/N	V/N	V/N	V/N	V/N	V/N	V/N	V/N			
Avian Pointe Drive	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	N/S ROW
Clear Water Drive	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	A
Bass Road	?		Y	N	N	Y	Y	Y	Y	Y	Y	A
Bluegill Way	?		Y	Y	N	Y	Y	Y	Y	Y	Y	A
Avian Way	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B
Avian Terrace	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B
Gallinule Drive	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B
Aythya Way	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B-1
Arhiguan Court	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B-1
Harter Court	?		Y	N	Y	Y	Y	Y	Y	Y	Y	B-1
Blue Heron Way	?		Y	N	Y	Y	Y	Y	Y	Y	Y	B-2
East Commons Drive	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B-2
West Commons Drive	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B-2
Egret Drive	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B-3
Pheasant Court	?		Y	Y	Y	N	Y	Y	Y	Y	Y	B-3
Ardea Court	?		Y	Y	Y	Y	Y	Y	Y	Y	Y	B-3

All Street Names Deemed Available Per Orange County Master Street Address Guide As Of May 29, 2014
Orange County EMS Letter Pending

NOTES

- VILLAGE NAMES LISTED ABOVE ARE PRELIMINARY & SUBJECT TO CHANGE PENDING PRELIMINARY SITE PLAN SUBMITTAL.
- STREET NAMES ARE PRELIMINARY & SUBJECT TO CHANGE PENDING ORANGE COUNTY AVAILABILITY & PRELIMINARY SITE PLAN SUBMITTAL.

BUILDING DESIGN/ARCHITECTURE

- VILLAGE STRUCTURES SHALL BE COMPLEMENTARY TO BUT DISTINCT FROM ADJACENT VILLAGES.
- BUILDING FACADES SHALL BE VARIED IN DEPTH WITH MULTIPLE PITCHED ROOF HEIGHTS TO PROVIDE VISUAL INTEREST. FLAT AND/OR MANSARD ROOFS SHALL NOT BE PERMITTED.
- FACADE MATERIALS SHALL BE VARIED AND MAY CONSIST OF STUCCO, HORIZONTAL SIDING, STONE AND/OR BRICK VENEER.
- COLOR PALETTES SHALL BE COMPLEMENTARY TO BUT DISTINCT FROM ADJACENT VILLAGES. FIELD COLORS & TRIM SHALL BE DISTINCT FROM ONE ANOTHER.
- UNITS SHALL HAVE A USEABLE FRONT PORCH ACCESSIBLE FROM THE SIDEWALK. UPPER UNITS AT THE APARTMENTS SHALL ALSO HAVE PORCHES AND/OR USEABLE OUTDOOR SEATING AREAS LOCATED ALONG THE UPPER FLOOR VERANDAS.
- A COMMUNITY CLUBHOUSE AND RESORT STYLE POOL SHALL BE LOCATED IN THE SINGLE FAMILY AND TOWNHOME VILLAGES.
- TWO COMMUNITY CLUBHOUSES AND RESORT STYLE POOLS SHALL BE LOCATED IN THE APARTMENT VILLAGE.
- COMMUNITY CLUBHOUSES SHALL BE EQUIPPED WITH RESTROOMS, COMMUNAL KITCHENS (INDOOR AND/OR OUTDOOR), SEATING AREAS AND EXERCISE AREAS.
- COMMUNITY CLUBHOUSES SHALL BE DESIGNED TO ACCOMMODATE PERSONS WITH DISABILITIES AS REQUIRED BY THE FLORIDA BUILDING CODE AND ADA, CURRENT ENFORCED EDITIONS.
- ACCESS TO COMMUNITY CLUBHOUSES SHALL BE RESTRICTED TO VILLAGE RESIDENTS AND THEIR GUESTS.

BUILDING SETBACKS

- SINGLE FAMILY RESIDENCES**
 - FRONT YARD: 30' MINIMUM
 - SIDE YARD: 7.5' MINIMUM
 - REAR YARD: 30' MINIMUM
 - FRONT-FACING GARAGE: 30' MINIMUM
- NOTES:
- TWO STORY RESIDENCES SHALL BE SET BACK AN ADDITIONAL 2.5' FROM THE SIDE YARD PROPERTY LINES.
 - FRONT PORCHES MAY ENCROACH INTO THE FRONT YARD SETBACK NO MORE THAN 5'.
- TOWNHOMES**
 - FRONT YARD: 15' MINIMUM, 11' TO 20' SHOWN ON PLAN TO PUBLIC SIDEWALK WHERE FACING STREET
 - FRONT YARD: 5' MINIMUM TO PUBLIC SIDEWALK WHERE FACING CENTRAL GREENBELT
 - FACE OF BLDG TO FACE OF BLDG: 80' MINIMUM WHERE FACING CENTRAL GREENBELT
 - SIDE YARD BETWEEN BLDGS: 20' MINIMUM
 - GARAGE DRIVEWAY: 20' MINIMUM TO PUBLIC SIDEWALK/EDGE OF RIGHT OF WAY
- NOTES:
- TOWNHOMES ABUTTING THE SINGLE FAMILY RESIDENTIAL VILLAGE SHALL BE SETBACK A MINIMUM OF 30' FROM THE PROPERTY LINE SEPARATING THE TWO VILLAGES.
 - A 6" HIGH PRECAST CONCRETE WALL WITH STONE VENEER SHALL BE LOCATED ALONG THAT PROPERTY LINE. REFER TO MASTER PLAN & LANDSCAPE PLAN FOR LOCATION.
 - FRONT PORCHES AT TOWNHOMES MAY NOT ENCROACH INTO THE FRONT YARD SETBACK.

- APARTMENTS**
 - FRONT YARD: 12' MINIMUM TO PUBLIC SIDEWALK WHERE FACING STREET
 - SIDE YARD: NOT APPLICABLE
 - FACE OF BLDG TO FACE OF BLDG: 80' MINIMUM, 70' SHOWN ON PLAN WHERE FACING CENTRAL GREENSPACE
- NOTES:
- GROUND FLOOR APARTMENT UNITS FACING THE STREET SHALL HAVE USABLE FRONT PORCHES AND ENTRANCES ACCESSIBLE FROM THE PUBLIC SIDEWALK.
 - UNITS FACING THE CENTRAL GREENSPACE SHALL HAVE USABLE PORCHES ACCESSIBLE FROM COMMON AREA WALKWAYS.
 - FRONT PORCHES AT APARTMENTS MAY NOT ENCROACH INTO THE FRONT YARD SETBACK OR CENTRAL GREENSPACE SETBACK.

LOT DIMENSIONS

- SINGLE FAMILY RESIDENCES**
 - INTERIOR LOTS: 70' X 120' (LIMITED TO 10% OF TOTAL LOTS)
 - END LOTS: 75' X 110'
 - CORNER LOTS: 80' X 100'
 - CORNER LOTS: 75' X 110' MINIMUM
- NOTES:
- LOT WIDTHS AT INTERNAL BLOCKS VARY BUT MUST MAINTAIN MINIMUM STANDARDS LISTED ABOVE.
 - LOT CONFIGURATION DIAGRAMS ARE LOCATED ON SHEET ZA.12
- TOWNHOMES**
 - INTERIOR LOTS: 20' X 71' MINIMUM
 - END LOTS: 20'-4" WIDE X 71' DEEP TO ACCOMMODATE END WALL THICKNESS.
- NOTES:
- COMMON AREAS ABUTTING THE TOWNHOME LOTS SHALL BE THE RESPONSIBILITY OF AND MAINTAINED BY THE VILLAGE H.O.A.

UNIT SIZES

- SINGLE FAMILY RESIDENCES**
 - 1,700 MINIMUM SF LIVABLE AREA
 - 2 ENCLOSED PARKING SPACES
 - TOWNHOMES**
 - 1,300 MINIMUM SF LIVABLE AREA
 - 1 ENCLOSED PARKING SPACE
 - APARTMENTS**
 - 1 BR UNIT: 750 MINIMUM SF LIVABLE AREA
 - 2 BR UNIT: 900 MINIMUM SF LIVABLE AREA
 - 3 BR UNIT: 1,050 MINIMUM SF LIVABLE AREA
- NOTES:
- SEE SHEET ZA.02 FOR PARKING TABLE
 - A LIST OF LUXURY APARTMENT FEATURES IS INCLUDED IN THE DEVELOPER AGREEMENT EXHIBIT D FOR THIS PROJECT.

ADDITIONAL NOTES

- ALL RESIDENTIAL UNITS SHALL COMPLY WITH FAIR HOUSING ACT ACCESSIBILITY STANDARDS.
- A MINIMUM OF 5% OF THE APARTMENT UNITS SHALL BE DESIGNED TO COMPLY WITH ADA STANDARDS.
- ALL SINGLE FAMILY AND TOWNHOME UNITS SHALL HAVE A FAIR HOUSING ACT COMPLIANT BATH OR 1/2 BATH LOCATED ON THE GROUND FLOOR OF THE UNIT.
- ALL RESIDENTIAL UNITS SHALL LAUNDRY FACILITIES LOCATED WITHIN THE LIVABLE AREA.
- BICYCLES AND OR PERSONAL ITEMS OTHER THAN OUTDOOR FURNISHINGS AND PLANTS SHALL NOT BE STORED ON PORCHES. BICYCLE RACKS SHALL BE PROVIDED AT COMMUNITY CLUBHOUSES, RECREATION AREAS AND EACH APARTMENT BLOCK.
- SINGLE FAMILY WASTE BINS SHALL BE STORED EITHER WITHIN EACH UNITS GARAGE OR BEHIND AN OPAQUE SCREEN WALL OR FENCE LOCATED WITHIN THE SIDEYARD SETBACK
- TOWNHOME WASTE BINS SHALL BE STORED WITHIN EACH UNITS GARAGE OR BEHIND AN OPAQUE SCREEN WALL OR FENCE LOCATED WITHIN THE REAR YARD SETBACK.
- APARTMENT BUILDINGS SHALL HAVE COMMON TRASH ROOMS LOCATED WITHIN EACH BUILDING. PROPERTY MANAGEMENT SHALL BE RESPONSIBLE FOR TRANSPORTING TRASH FROM EACH BUILDING TO THE COMPACTOR ENCLOSURE SHOWN ON THE PLANS.

COMMUNITY PARK GUIDELINES

- PARK FACILITIES SHALL MEET ADA ACCESSIBILITY REQUIREMENTS.
- RESTROOMS SHALL BE PROVIDED FOR PARK USERS.
- ON-STREET PARKING IS PROVIDED FOR PARK USERS. ADDITIONAL PARKING PENDING. REFER TO DEVELOPER AGREEMENT FOR ADDITIONAL INFORMATION.
- BICYCLE RACKS SHALL BE PROVIDED. NUMBER AND LOCATIONS TO BE DETERMINED AT PRELIMINARY DEVELOPMENT PLAN.
- DRINKING FOUNTAINS SHALL BE PROVIDED. NUMBER & LOCATIONS TO BE DETERMINED AT PRELIMINARY DEVELOPMENT PLAN.
- RECREATION FACILITIES SHOWN ON PLANS ARE CONCEPTUAL. FINAL FACILITIES TO BE DETERMINED AT PRELIMINARY DEVELOPMENT PLAN.
- ALL DEVELOPMENT RESIDENTS SHALL HAVE SHARED-USE ACCESS TO THE COMMUNITY PARK INCLUDING FLEX ZONE PARCEL B-5.

FLEX ZONE PARCEL B-5

- 3 OPTIONS PROVIDED:
 - OPTION 1: 100 ROOM BOUTIQUE HOTEL
 - OPTION 2: SENIOR HOUSING FACILITY
 - OPTION 3: SCHOOL/DAYCARE FACILITY
- DEVELOPMENT STANDARDS TO FOLLOW LAND DEVELOPMENT CODE.
- REFER TO DEVELOPER AGREEMENT FOR ADDITIONAL INFORMATION.

COMMUNITY DESIGN

- NORTHERN & SOUTHERN ENTRANCE FEATURE DESIGNS & LANDSCAPING WILL BE PROVIDED AT THE PRELIMINARY DEVELOPMENT PLAN.
- POSTAL SERVICE:
 - PARCEL A SERVICE SHALL BE VIA INDIVIDUAL MAILBOXES LOCATED IN THE LANDSCAPE STRIP ABUTTING THE STREET. MAILBOXES SHALL BE UNIFORM IN DESIGN & COLOR AND OVERSEEN BY THE HOMEOWNERS ASSOCIATION.
 - PARCELS B-1, B-2 & B-3 SHALL HAVE USPS/ADA APPROVED MAIL BOXES AS SHOWN ON THE ENLARGED MASTER PLAN. THESE BOXES SHALL BE LOCATED ON PAVED AREAS WITH SUFFICIENT MANUEVERING/CLEARANCES & PROPER GRADIN TO ACCOMMODATE BOTH MAIL CARRIERS & PERSONS WITH DISABILITIES. A LETTER FROM THE APOPKA USPS SHALL BE REQUIRED PRIOR TO APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN.

- PUBLIC & PRIVATE ROADS ARE CALLED OUT ON THE ENLARGED MASTER PLAN SHEETS. A LIST OF POTENTIAL STREET NAMES IS INCLUDED IN THIS DOCUMENT SET. FINAL STREET NAMES SHALL BE SUBMITTED WITH THE PRELIMINARY DEVELOPMENT PLAN.
- FENCED DOG PARKS: (2) FENCED DOG PARKS ARE NOTED ON THE PLANS. ONE IS LOCATED AT THE NORTHWEST CORNER OF THE APARTMENT COMPLEX PARCEL. THE SECOND IS CALLED OUT WITHIN THE B PARCEL P.O.A. AREA ADJACENT TO THE NORTHWEST CORNER OF CLEAR LAKE COMMONS W/ NO ADJACENT RESIDENTIAL LOTS WITHIN THAT DEVELOPMENT. DELINEATED DOGPARK PLANS SHALL BE SUBMITTED WITH THE PRELIMINARY DEVELOPMENT PLAN.
- A LIST OF POTENTIAL VILLAGE OR NEIGHBORHOOD NAMES SHALL BE INCLUDED WITH THE PRELIMINARY SITE PLAN. EACH VILLAGE WILL BE NAMED "XXXX" AT AVIAN POINTE.
- COMMUNITY SIGNAGE WILL BE UNIFORM, DEVELOPED, SUBMITTED & APPROVED PER CITY OF APOPKA SIGNAGE STANDARDS AT THE PRELIMINARY SITE PLAN.
- COMMUNITY STREET LIGHTING WILL BE UNIFORM, SELECTED, SUBMITTED & APPROVED PER CITY OF APOPKA STREET LIGHTING STANDARDS AT THE PRELIMINARY SITE PLAN.

PARKING

- SEE SHEET ZA.02 FOR PARKING SUMMARY TABLE.
- ON STREET PARALLEL PARKING SPACES SHALL BE A MINIMUM OF 9' WIDE X 22' IN LENGTH.
- HEAD-IN 90' STANDARD PARKING SPACES SHALL BE A MINIMUM OF 9' WIDE X 18' IN LENGTH.
- HEAD-IN 90' STANDARD PARKING SPACES AT PARCEL B-2 PARKING AREAS MAY BE DECREASED TO 9' WIDE X 16' DEEP TO INCREASE LANDSCAPED MEDIAN PER CITY OF APOPKA LDC.
- HEAD-IN 90' ADA PARKING SPACES SHALL BE A MINIMUM OF 12' WIDE X 18' LONG & MEET BOTH FLORIDA BUILDING CODE & FEDERAL ADA STANDARDS. A 5' WIDE ACCESSIBLE SIDE ADA PARKING SPACE, EACH SPACE SHALL BE MARKED WITH THE UNIVERSAL ADA SYMBOL, & BE PROVIDED WITH APPROPRIATE SIGNAGE IN ACCORDANCE WITH CODE REQUIREMENTS.
- COMPACT SPACES ARE NOT ALLOWED.
- GARAGE SETBACKS:
 - PARCEL A: 30' MINIMUM CLEAR DRIVEWAY DEPTH TO RIGHT OF WAY SIDEWALK.
 - PARCELS B-1 & B-3: 20' MIN CLEAR DRIVEWAY DEPTH TO RIGHT OF WAY SIDEWALK.

- FRONT ENTRY GARAGE MINIMUM SETBACK FOR SINGLE FAMILY HOMES IS 30' PER DEVELOPMENT DESIGN GUIDELINES.
- GARAGE SETBACK FOR TOWNHOMES MUST BE SUFFICIENT TO ACCOMMODATE A 20' LONG VEHICLE, WITHOUT EXTENDING OVER A SIDEWALK OR STREETALLEY.
- TOWNHOME DRIVEWAYS SHALL BE SEPARATED BY A LANDSCAPE AREA TO SEPARATE VEHICLES & DEFINE PROPERTY BOUNDARIES.

BUILDING DESIGN/ARCHITECTURE

- TOWNHOMES: ENTRANCE TO EACH UNIT MUST ACCESS A SIDEWALK. REFER TO LANDSCAPE PLANS FOR PROPOSED SIDEWALK LOCATIONS.
- TOWNHOMES ABUTTING A STREET SHALL HAVE THEIR MAIN ENTRY FROM THAT STREET. THIS APPLIES TO PERIMETER UNITS ON PARCELS B-1 & B-3. INTERNAL BLOCK UNITS SHALL HAVE THEIR PRIMARY ENTRANCE OFF OF THE COMMON GREENSPACE WITH REAR ACCESS FROM INTERNAL STREET/ALLEYS. REFER TO ENLARGED LANDSCAPE PLANS FOR GRAPHIC INFORMATION.
- REFER TO PARKING NOTES ABOVE FOR SINGLE FAMILY HOME FRONT ENTRY GARAGE REQUIREMENTS.
- TOWNHOUSE & APARTMENT UNIT PRELIMINARY LAYOUTS & DIMENSIONS USED FOR THIS SUBMITTAL SHALL BE PROVIDED AS SUPPLEMENTAL DOCUMENTS AT TIME OF PUBLIC HEARING.
- STANDARDS FOR APARTMENT MEASUREMENTS ARE LISTED IN TABLE FORMAT ON SHEET ZA.02.
- TOWNHOMES SHALL HAVE A MINIMUM OF ONE ENCLOSED GARAGE SPACE.
- SINGLE FAMILY RESIDENCES SHALL HAVE A MINIMUM OF 2 ENCLOSED GARAGE SPACES.

RECREATION

- PARCEL A, THE EDGE OF HENRIDER LAKE SHALL BE LEFT UNDISTURBED & VEGETATED. SEE NOTES ON SHEET ZA.02 & ZA.03.
- COMMUNITY PARK (PARCEL B-4):
 - COMMUNITY PARK SHALL BE AVAILABLE TO RESIDENTS OF ALL VILLAGES (A TO B-4) TO USE, INCLUDING ANY GUEST AND/OR RESIDENTS AT ANY HOTEL OR LIVING FACILITY WITHIN PARCEL B-5. SEE ENLARGED PLANS FOR ADDITIONAL INFORMATION.

LANDSCAPE & BUFFER

- A 6" HIGH PRECAST CONCRETE WALL WITH LEDGESTONE FINISH SHALL BE PLACED WITHIN THE LANDSCAPE BUFFER NEXT TO THE CLEAR LAKE LANDINGS SUBDIVISION. ALL PERIMETER PROPERTY SEPARATION WALLS TO MATCH.
- FINAL RECREATION PLAN FOR EACH RESIDENTIAL VILLAGE SHALL BE PROVIDED AT THE PRELIMINARY DEVELOPMENT PLAN.

FIRE DEPARTMENT NOTES

- All roadways, water line infrastructure and fire hydrants shall be in place before building construction may begin.
- Fire hydrants must be within 500 feet of each home.
- Fire hydrant shall be marked with a blue road reflector.
- Fire Lanes shall be provided for the multi residential buildings.
- All multi residential town homes or apartments must be equipped with fire sprinkler systems, and fire alarm systems meeting Florida Fire Prevention code.
- Fire Department Connections (FDC) for sprinkler systems must be remote from the buildings with fire lanes.
- If the development is gated, the gate shall be equipped with an Opti-Corn type signaling device that is compatible with City of Apopka emergency vehicles. It must also be equipped with a "help siren activation and gate code requested by the Fire Department.
- Connector road to the north all the way to Orange Avenue shall meet City of Apopka standards to allow safe travel for fire apparatus.

PUBLIC SERVICES DEPARTMENT NOTES

- ROADS, DRIVEWAYS & ROUNDABOUTS SHALL FOLLOW FDOT STANDARDS.
- UTILITIES SHALL BE COORDINATED WITH AND PROVIDED BY THE CITY OF APOPKA.
- SANITATION SERVICE SHALL BE COORDINATED WITH AND PROVIDED BY THE CITY OF APOPKA.
- SINGLE FAMILY & TOWNHOME SANITATION SERVICE SHALL BE VIA INDIVIDUAL UNIT CURBSIDE WASTE BINS PER CITY SCHEDULE.
- APARTMENT SANITATION SERVICES SHALL BE VIA ROLL-OFF BINS LOCATED WITHIN AN ENCLOSED COMPACTOR BAY ON SITE. APARTMENT MAINTENANCE STAFF SHALL BE RESPONSIBLE FOR TRANSPORTATION OF TRASH FROM THE APARTMENT BUILDINGS TO THE COMPACTORS AND COORDINATING PICK UP WITH THE CITY SANITATION DEPARTMENT.
- NO TREES OR SHRUBS SHALL BE PLANTED WITHIN THE ROAD RIGHT OF WAYS WITH CONTAIN CITY-MAINTAINED POTABLE WATER, RECLAIMED WATER, STORMWATER OR SEWER MAINS.
- LANDSCAPE & IRRIGATION DESIGN SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA ORDINANCE 2069, ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE & IRRIGATION STANDARDS.

NOTE:

- DEVELOPMENT STANDARDS TO FOLLOW LAND DEVELOPMENT CODE.
- REFER TO DEVELOPER AGREEMENT FOR ADDITIONAL PROJECT INFORMATION REGARDING DEVELOPMENT STANDARDS & GUIDELINES.

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

HOLLY SWANSON ARCHITECT, AIA

6205 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA
33572

813-465-1095

FL LICENSE NO. AR92665

CONSULTING ENGINEER:

ERIC J. HENDRA, P.E.



PROJECT INFORMATION:

AVIAN POINTE
(FORMERLY BINION ESTATES)
PUD ZONING AMENDMENT
(SINGLE FAMILY TO MIXED USE)

2771 LUST ROAD
APOPKA, FLORIDA

ISSUE:

DATE	REV.	DESCRIPTION
3/24/14		CITY REVIEW
3/28/14		CITY SUBMETAL 1
5/30/14		CITY SUBMETAL 2
6/12/14	Δ	REVISION 1
4/27/15	Δ	REVISION 2

SEAL:

SHEET NUMBER:

ZA.02A

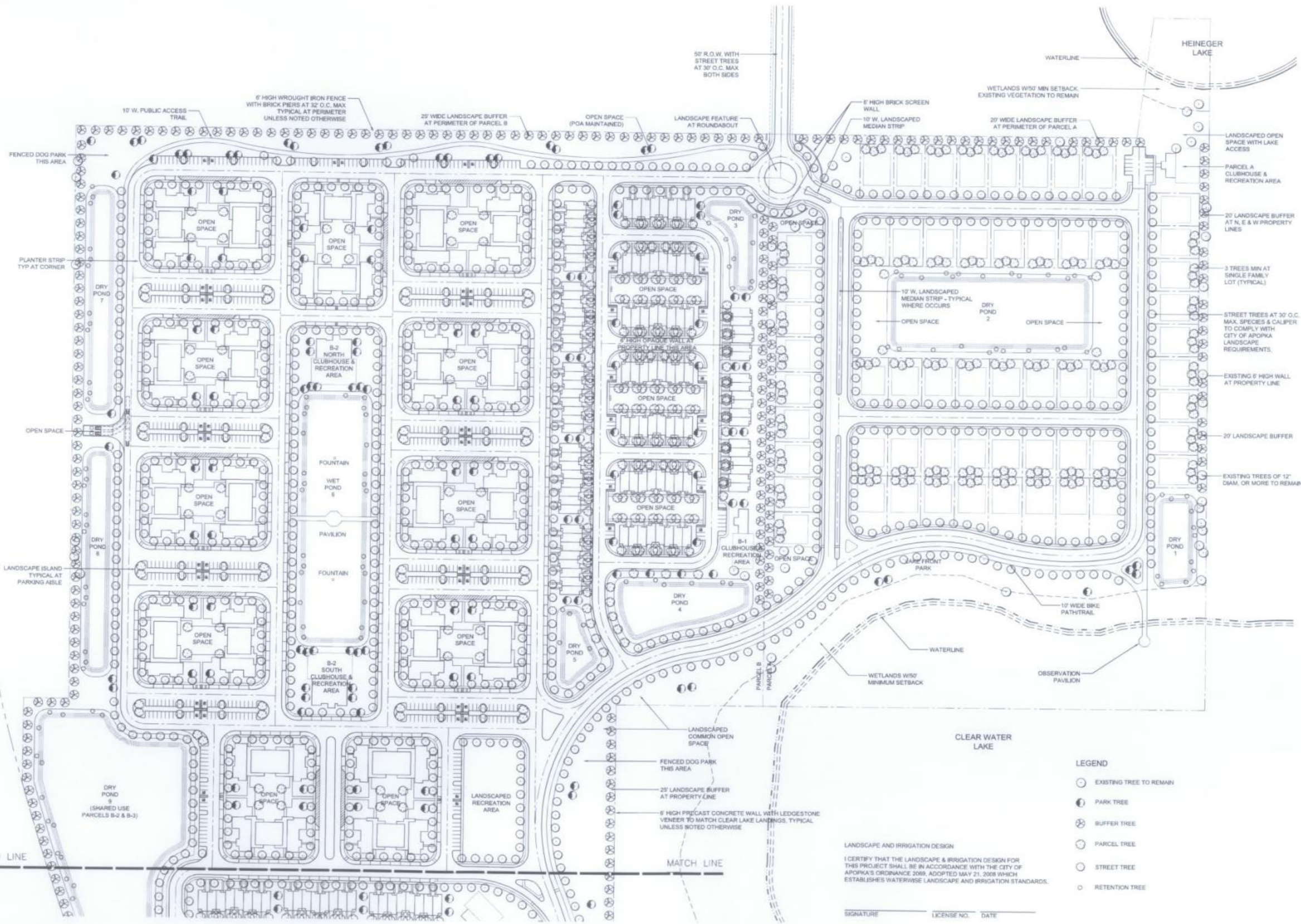
PROJECT NUMBER: 14001
DATE: 4-27-15
DRAWN BY: HS

EXHIBIT “C”

FLEX ZONE PERMITTED USES – PARCEL B-5

Flex Space Permitted Uses. The following land uses are permissible uses within the Flex Zone area (Phase B-5):

- a. Boutique Hotel. The Hotel shall not exceed 100 rooms and all rooms must have entry only through the interior of the hotel building. A restaurant is allowed at the hotel but must be interior to the hotel or connected by a covered walkway. Restaurant facilities must be managed or leased by the hotel owner. The boutique hotel shall demonstrate character and attributes common to the definition of such hotels and shall be furnished in a themed, stylish and/or aspirational manner.
- b. School. A public or private school serving school age children from grades kindergarten (including pre-school) to 12th grade. In the event that the Flex Space Phase is developed as a school use, the Master Association shall enter into a shared use agreement with the owner of the school property to enable the school to utilize a portion of the Recreational Area Phase during normal school hours.
- c. Day care, adult or child.
- d. Assisted Living Facility or Senior Housing.
- e. Residential. The City and the Developer agree that in the event nonresidential development does not occur on the Flex Space area, Developer shall be permitted to convert the flex space to develop up to a maximum of sixty (60) townhome units on the Flex Space area to the extent and limited to a maximum residential density of ten (10) units per acres for the entire area of the Avian Pointe Master Plan assigned a Residential Medium Density Future Land Use Designation and subject to compliance with all school concurrency requirements and the City’s Land Development Code. Conversion of the Flex Space area to residential townhomes shall not occur until after 650 residential units have been constructed within Avian Pointe or five (5) years from the completion of the Spine Road, whichever occurs first. Conversion may include residential apartments above first-floor professional or business office uses consistent with Section (f) below. Residential buildings within parcel B-5 nearest the Spine Road or the northern private road shall be have the front facade oriented to the street with the primary entrance connected to the street sidewalk and to the perimeter of the Parcel. Parking shall be located behind residential buildings screened from S.R. 429 or the PUD roads. Residential buildings nearest the Spine Road shall be limited to two stories and a height of thirty-five (35) feet.
- f. Vertical Mixed Use Buildings. Professional or business office on the first floor and apartments on the upper floors. A maximum of sixty (60) apartment units are allowed. A professional or business office unit shall not exceed 2,500 square feet.
- g. Any residential development within the Flex Use Area must satisfy any applicable school concurrency requirements prior to submittal of a preliminary or final development plan. Additional requirements may appear in the Avian Pointe PUD development agreement.



6205 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA
33572

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FL LICENSE NO. AR92665

CONSULTING ENGINEER:

ERIC J. HENDRA, P.E.

ENDRA & associates, inc.

PROJECT INFORMATION:

AVIAN POINTE
(FORMERLY BINION ESTATES)
PUD ZONING AMENDMENT
(SINGLE FAMILY TO MIXED USE)

2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1" = 100'

ISSUE:

DATE	REV.	DESCRIPTION
3/24/14		CITY REVIEW
3/28/14		CITY SUBMITAL 1
5/30/14		CITY SUBMITAL 2
6/12/14	▲	REVISION 1
4/27/15	▲	REVISION 2

SEAL:

SHEET NUMBER:

ZA.05

PROJECT NUMBER: 14-001
DATE: 4-27-15
DRAWN BY: HS

LANDSCAPE AND IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE & IRRIGATION DESIGN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2008, ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ LICENSE NO. _____ DATE _____

- LEGEND
- EXISTING TREE TO REMAIN
 - PARK TREE
 - ⊗ BUFFER TREE
 - PARCEL TREE
 - STREET TREE
 - RETENTION TREE

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

LANDSCAPE PLAN - SHEET 2 OF 2

HOLLY SWANSON
ARCHITECT, AIA

6205 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA
33572

813-465-1095

FL LICENSE NO. AR92665

CONSULTING ENGINEER:

ERIC J. HENDRA, P.E.



PROJECT INFORMATION:

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(SINGLE FAMILY TO MIXED USE)

2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1" = 100'

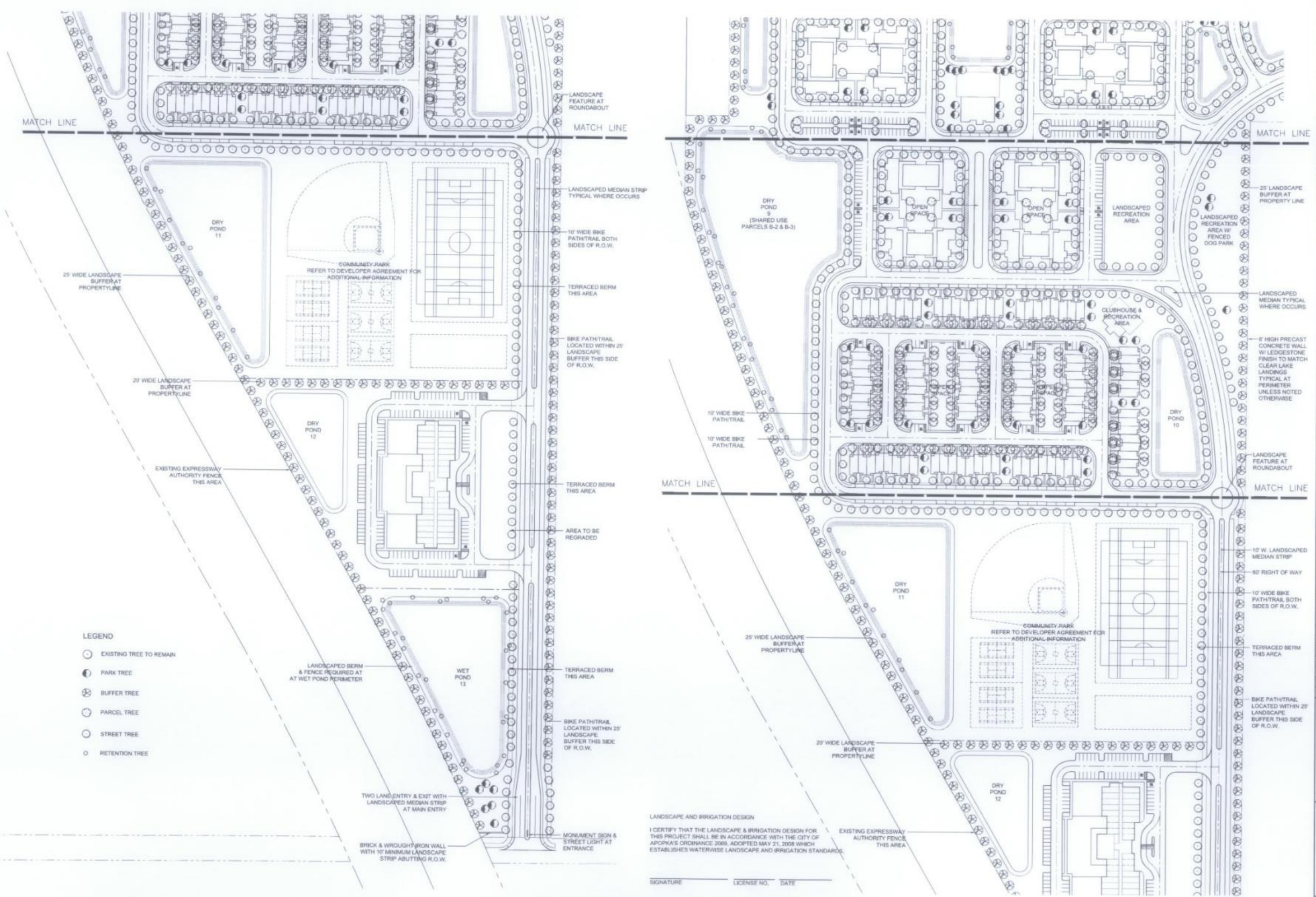
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6/12/14	▲	REVISION 1
4/27/15	▲	REVISION 2

SEAL:

SHEET NUMBER:

ZA.06

PROJECT NUMBER: 14-001
DATE: 4-27-15
DRAWN BY: HS



LEGEND

- EXISTING TREE TO REMAIN
- PARK TREE
- ⊗ BUFFER TREE
- PARCEL TREE
- STREET TREE
- RETENTION TREE

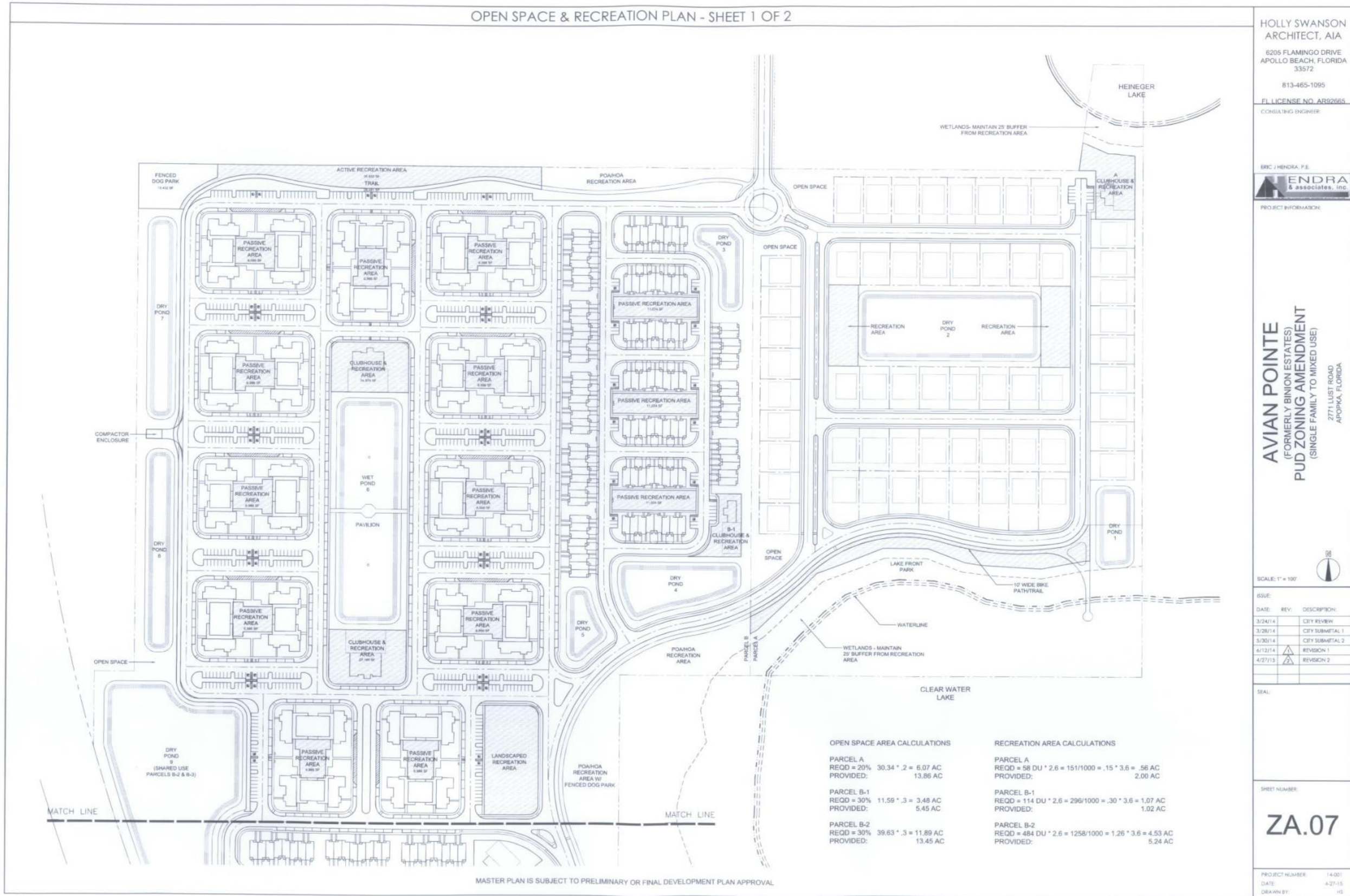
LANDSCAPE AND IRRIGATION DESIGN

I CERTIFY THAT THE LANDSCAPE & IRRIGATION DESIGN FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2009, ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE _____ LICENSE NO. _____ DATE _____

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

OPEN SPACE & RECREATION PLAN - SHEET 1 OF 2



OPEN SPACE AREA CALCULATIONS

PARCEL A	REQD = 20%	30.34 * .2 = 6.07 AC
PROVIDED:		13.86 AC
PARCEL B-1	REQD = 30%	11.59 * .3 = 3.48 AC
PROVIDED:		5.45 AC
PARCEL B-2	REQD = 30%	39.63 * .3 = 11.89 AC
PROVIDED:		13.45 AC

RECREATION AREA CALCULATIONS

PARCEL A	REQD = 58 DU * 2.6 = 151/1000 = .15 * 3.6 = .56 AC
PROVIDED:	2.00 AC
PARCEL B-1	REQD = 114 DU * 2.6 = 296/1000 = .30 * 3.6 = 1.07 AC
PROVIDED:	1.02 AC
PARCEL B-2	REQD = 484 DU * 2.6 = 1258/1000 = 1.26 * 3.6 = 4.53 AC
PROVIDED:	5.24 AC

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CONSULTING ENGINEER



PROJECT INFORMATION

AVIAN POINTE
(FORMERLY BINION ESTATES)
PUD ZONING AMENDMENT
(SINGLE FAMILY TO MIXED USE)

2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1" = 100'

DATE	REV.	DESCRIPTION
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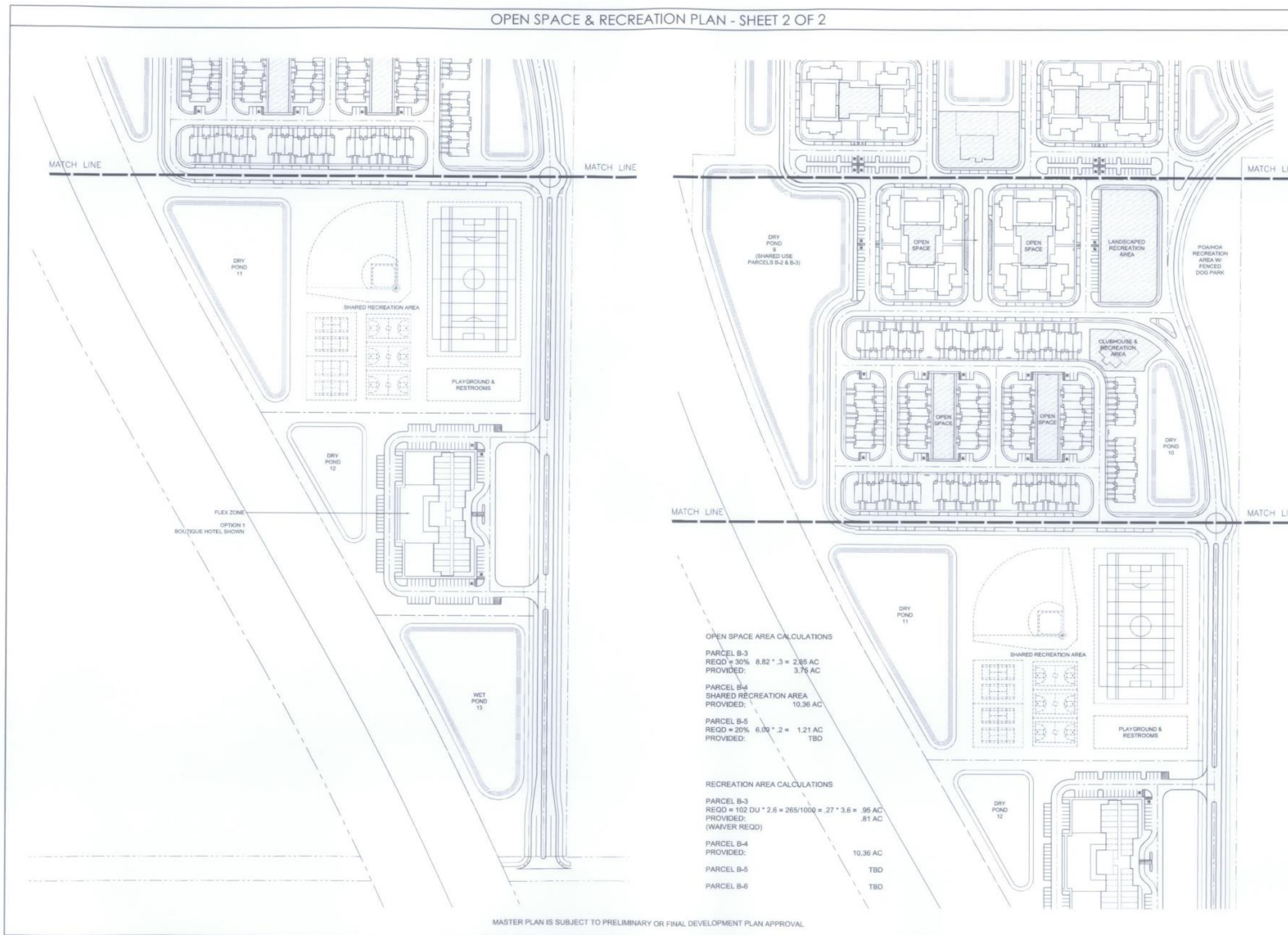
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SHEET NUMBER
ZA.07

PROJECT NUMBER: 14001
DATE: 4-27-15
DRAWN BY: HS

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

OPEN SPACE & RECREATION PLAN - SHEET 2 OF 2



OPEN SPACE AREA CALCULATIONS

PARCEL B-3
 REQD = 30% 8.82 * .3 = 2.65 AC
 PROVIDED: 3.76 AC

PARCEL B-4
 SHARED RECREATION AREA
 PROVIDED: 10.36 AC

PARCEL B-5
 REQD = 20% 6.09 * .2 = 1.21 AC
 PROVIDED: TBD

RECREATION AREA CALCULATIONS

PARCEL B-3
 REQD = 102 DU * 2.6 = 265/1000 = .27 * 3.6 = .95 AC
 PROVIDED: .81 AC
 (WAIVER REQD)

PARCEL B-4
 PROVIDED: 10.36 AC

PARCEL B-5
 PROVIDED: TBD

PARCEL B-6
 PROVIDED: TBD

MASTER PLAN IS SUBJECT TO PRELIMINARY OR FINAL DEVELOPMENT PLAN APPROVAL

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 CONSULTING ENGINEER



PROJECT INFORMATION

AVIAN POINTE
 (FORMERLY BINION ESTATES)
 PUD ZONING AMENDMENT
 (SINGLE FAMILY TO MIXED USE)
 2771 LUST ROAD
 APOPKA, FLORIDA

SCALE: 1" = 100'

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4/27/15	▲	REVISION 2

SEAL

SHEET NUMBER
ZA.08

PROJECT NUMBER: 14001
 DATE: 4-27-15
 DRAWN BY: HG

PROTOTYPE MULTI-FAMILY APARTMENT BUILDING ELEVATIONS



BLDG 'A2' FRONT ELEVATION



BLDG 'A1' FRONT ELEVATION



BLDG 'A2' REAR ELEVATION



BLDG 'A1' REAR ELEVATION

ELEVATIONS ARE PRELIMINARY & SUBJECT TO CHANGES PENDING ZONING AMENDMENT APPROVAL, ARCHITECTURAL & CIVIL ENGINEERING REFINEMENTS.

ELEVATIONS ARE PRELIMINARY & SUBJECT TO CHANGES PENDING ZONING AMENDMENT APPROVAL, ARCHITECTURAL & CIVIL ENGINEERING REFINEMENTS.

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CONSULTING ENGINEER:

ERIC J. HENDRA, P.E.



PROJECT INFORMATION:

AVIAN POINTE
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2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1/16" = 1'-0"

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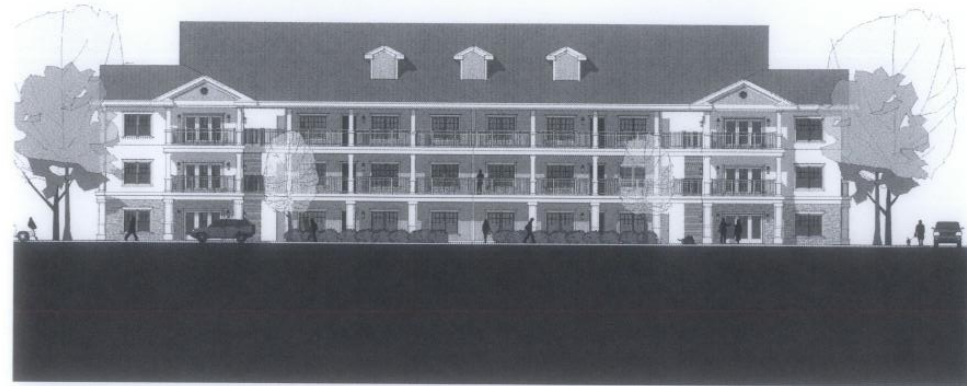
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PROJECT NUMBER: 14-001

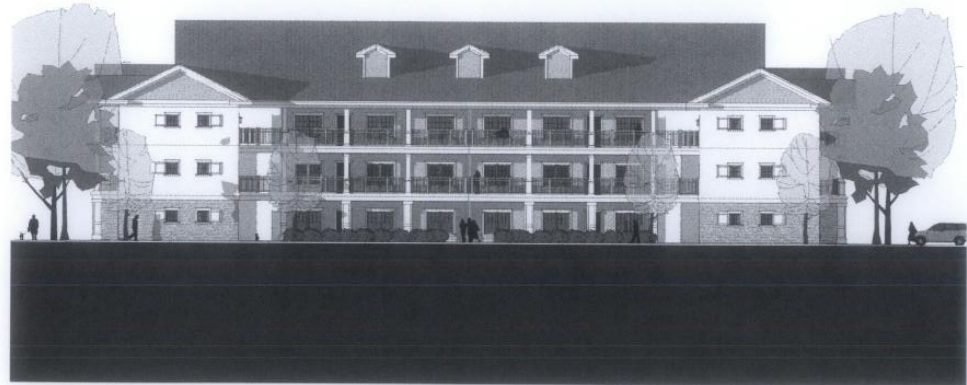
DATE: 4-27-15

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PROTOTYPE MULTI-FAMILY APARTMENT BUILDING ELEVATIONS



BLDG 'B2' FRONT ELEVATION



BLDG 'B2' REAR ELEVATION

ELEVATIONS ARE PRELIMINARY & SUBJECT TO CHANGES PENDING ZONING AMENDMENT APPROVAL, ARCHITECTURAL & CIVIL ENGINEERING REFINEMENTS.



BLDG 'B1' FRONT ELEVATION



BLDG 'B1' REAR ELEVATION

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CONSULTING ENGINEER:

ERIC J HENDRA, P.E.



PROJECT INFORMATION:

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(SINGLE FAMILY TO MIXED USE)
2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1/16" = 1'-0"

ISSUE:

DATE REV. DESCRIPTION:

3/24/14 CITY REVIEW

3/28/14 CITY SUBMITTAL 1

5/30/14 CITY SUBMITTAL 2

6/12/14 REVISION 1

4/27/15 REVISION 2

SEAL:

SHEET NUMBER:

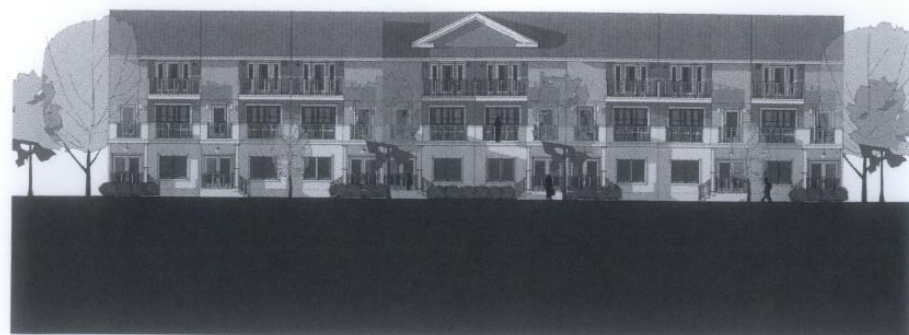
ZA.10

PROJECT NUMBER: 14-001

DATE: 4-27-15

DRAWN BY: HS

PROTOTYPE MULTI-FAMILY TOWNHOUSE ELEVATIONS



8 UNIT FRONT ELEVATION



6 UNIT FRONT ELEVATION



8 UNIT REAR ELEVATION



6 UNIT REAR ELEVATION



IMAGERY
LITTLE HARBOR, RUSKIN FL

ELEVATIONS ARE PRELIMINARY & SUBJECT TO CHANGES PENDING ZONING AMENDMENT APPROVAL, ARCHITECTURAL & ENGINEERING REFINEMENTS.

HOLLY SWANSON
ARCHITECT, AIA
6205 FLAMINGO DRIVE
APOLLO BEACH, FLORIDA
33572

813-465-1095

FL LICENSE NO. AR92665

CONSULTING ENGINEER:

ERIC J HENDRA, P.E.



PROJECT INFORMATION:

AVIAN POINTE
(FORMERLY BINION ESTATES)
PUD ZONING AMENDMENT
(SINGLE FAMILY TO MIXED USE)
2771 LUST ROAD
APOPKA, FLORIDA

SCALE: 1/16" = 1'-0"

ISSUE:

DATE	REV.	DESCRIPTION:
3/24/14		CITY REVIEW
3/28/14		CITY SUBMITTAL 1
3/30/14		CITY SUBMITTAL 2
6/12/14	△	REVISION 1
4/27/15	△	REVISION 2

SEAL:

SHEET NUMBER:

ZA.11

PROJECT NUMBER: 14-001
DATE: 4-27-15
DRAWN BY: HS

Backup material for agenda item:

7. Florida Property Assessed Clean Energy (PACE) Resolutions

James Hitt



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER:

MEETING OF: November 1, 2017
 FROM: Community Development
 EXHIBITS: Resolution Nos. 2017-20,
 2017-21, 2017-22 and
 2017-23
 PACE Funding Agency
 Agreements

SUBJECT: APOPKA’S PACE PROGRAM

REQUEST: APPROVAL OF RESOLUTION NOS. 2017-20, 2017-21, 2017-22 and 2017-23

SUMMARY:

Financing options for property improvements has proved to be the limiting factor for homeowners and building owners who are looking to improve the energy and water efficiency of their property, as well as to mitigate wind damage. Several Florida communities and cities across the U.S. shared similar findings, and now more than 60 local governments in Florida have launched community-based financing programs to address this market barrier.

Property Assessed Clean Energy (PACE) has emerged as the primary method of developing voluntary, community-based finance programs for wind protection, energy efficiency and renewable energy improvements. PACE was created to overcome commonly cited barriers to energy efficiency investments, including:

- High up-front cost barrier to energy efficiency and renewable energy improvements;
- Reluctance of property owners to make investments with long paybacks coupled with uncertainty of how long they will retain ownership of the property; and
- Unease of navigating contractors and viability of efficiency improvements.

Pursuant to the Florida PACE enabling legislation (Florida Statutes 163.08), a local government may establish a PACE financing program for qualified improvements wherein the local government or a third-party administrator (via an inter-local agreement between multiple Florida governments) provides project financing for the costs of qualified improvements and the property owner repays the costs, with interest, through a special assessment levied on the property. The PACE assessments are repaid over a set term and billed annually on the property tax bill as a non-ad valorem assessment.

DISTRIBUTION

Mayor Kilsheimer
 Commissioners
 City Administrator
 Community Development Director

Finance Director
 HR Director
 IT Director
 Police Chief

Public Services Director
 Recreation Director
 City Clerk
 Fire Chief

The City of Apopka is seeking to allow its businesses and residents to voluntarily participate in one or more of these PACE financing programs for residential and commercial property. The companies that provide the financing through the PACE system are:

- Florida PACE Funding Agency (Res. 2017-20)
- Clean Energy Green Corridor/YGreene Energy (Res. 2017-21)
- Florida Green Finance Authority/RenewPACE program (Res. 2017-22)
- FL Resiliency and Energy District/FRED (Res. 2017-23)

Each of these agencies will handle all significant aspects of the program, including general administration, website creation and updating, energy analysis, contractor training and approval, marketing, levy of assessment, financing and collections. The City is not responsible for any of those activities, but may provide marketing and communications help to assist in the promotion of the program.

FUNDING SOURCE:

There is no financial impact to the City if these resolutions and interlocal agreements are approved.

RECOMMENDATION ACTION:

Approval of the attached Resolution Nos. 2017-20, 2017-21, 2017-22 and 2017-23 and the four (4) interlocal agreements to allow for homeowners and building owners to voluntarily utilize the PACE financing mechanism for qualified property improvements.

Backup material for agenda item:

8. Resolution No 2017-20 - Florida PACE Funding Agency

**CITY OF APOPKA
RESOLUTION NO. 2017-20**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA, TO PROVIDE A MECHANISM FOR THE FINANCING OF ENERGY CONSERVATION AND EFFICIENCY IMPROVEMENTS, RENEWABLE ENERGY IMPROVEMENTS, AND WIND RESISTANCE IMPROVEMENTS; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT WITH THE FLORIDA PACE FUNDING AGENCY; PURSUANT TO WHICH THE FLORIDA PACE FUNDING AGENCY WILL ADMINISTER A FINANCING PROGRAM FOR SUCH IMPROVEMENTS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY; AUTHORIZING AND DIRECTING CITY OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS TO TAKE SUCH ACTIONS AS MAY BE NECESSARY OR DESIRABLE IN FURTHERANCE OF THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the "Supplemental Act"), authorizes counties, municipalities and certain separate Local Government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the "Qualifying Improvements"), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments ("Special Assessments"), levied upon the improved property pursuant to financing agreements between the owner thereof and the local government (the "Financing Agreements"); and

WHEREAS, pursuant to the Supplemental Act or as otherwise provided by law, local governments may enter into cooperative agreements with other local governments for the purpose of providing and financing Qualifying Improvements, and a Qualifying Improvement program may be administered by a third party at the discretion of the local government; and

WHEREAS, installing Qualifying Improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions; and

WHEREAS, increased energy conservation, and installing wind resistance improvements on existing structures can reduce repair and insurance costs, and the burdens placed on surrounding properties resulting from high wind storms and hurricanes; and

WHEREAS, the Florida PACE Funding Agency (the "Agency"), is a separate legal entity and unit of local government, and was established by separate interlocal agreement for the express purpose of providing a scalable and uniform platform to facilitate the financing of Qualifying Improvements to local governments throughout Florida; and

WHEREAS, the mission of the Agency is to aspire to and undertake, cause and/or perform all such acts as are necessary to provide a uniform, efficient, and scalable statewide platform in Florida, so that, when and if embraced by individual local governments and interested property owners, the Agency can facilitate the provision, funding and financing of energy conservation, renewable energy, and wind-resistance improvements to Florida properties; and

WHEREAS, the Agency has provided evidence to the City of Apopka (the "City" or "Apopka") that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, and not that of the taxpayers of Apopka, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements in the City of Apopka, and (3) the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture; and

WHEREAS, the availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Apopka) and the voluntary participation in the Program by property owners will provide a heretofore unavailable and alternative financing option to finance and repay the costs to provide and install Qualifying Improvements to property owners desiring them in Apopka; and

WHEREAS, the Agency now, by an through its administrator and funding provider(s), employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding - this additional review process is required and not only serves the risk concerns of the funding provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the City and the compelling State interests involved, while at the same time better protecting the interests of mortgage or other lien holders not on parity with taxes and assessments; and

WHEREAS, the statewide platform offered by the Agency does not require exclusivity, has in fact attracted immediately available capital that does not require any City financial back-up, is fundamentally designed to be the most market competitive program available in terms and rates, designed to offer significant competitive service advantages over other programs or individualized local approaches including, but not limited to, limited liability for local government subscribers to a platform uniform throughout Florida, the successful attraction of financial resources to begin funding immediately and to also fund growing demand, cost savings resulting from efficiencies of scale and reduced startup and implementation expenditures, high quality and competitive program attributes and review processes, and the strong ability to foster locally advantageous statewide relationships with

commercial and industrial groups, educators, energy auditors, contractors, suppliers and installers; and

WHEREAS, the City is presently without adequate, currently available and recurring funds to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit significant time, staffing and monetary resources derived from all taxpayers, and that if it borrows the moneys necessary for such purpose and secures repayment thereof by the proceeds derived from non-ad valorem assessments it imposes, it will likely face a demand from credit markets for an additional pledge of other City revenues; however, as an alternative or supplement to any other program or approach chosen by the City, the City can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and funding for Qualified Improvements immediately available to Property Owners and the local economy in the City of Apopka; and

WHEREAS, the City finds that local needs and conditions reasonably warrant the availability of the Agency's non-exclusive Program within the jurisdiction of the City as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities; and

WHEREAS, it is reasonable and in the interest of the health, safety, and welfare of the City and its inhabitants and taxpayers that the City subscribe to and authorize the availability of the Agency's Program within Apopka in the manner authorized herein by law; and

WHEREAS, this Agreement is for an initial term of three fiscal years with renewal options and provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act; and

WHEREAS, the Director of Community Development and the Director of Financial Services recommends executing an agreement between the Florida PACE Funding Agency and the City of Apopka for a term of three years with renewal options, in an *effort* to provide an alternative, supplemental, and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes described in the Supplemental Act; and

WHEREAS, the City Commission of the City of Apopka, Florida deems it to be in the best interest of the citizens and residents of the City of Apopka to authorize the appropriate City officials to accept and execute an agreement between the Florida PACE Funding Agency and the City of Apopka for a term of three years with renewal options, in an effort to provide an alternative, supplemental, and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well compelling State interests and public purposes described in the Supplemental Act.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are incorporated in this Resolution as if fully set forth herein and are approved and adopted.

SECTION 2. NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT. The Non-Exclusive Interlocal Subscription Agreement ("Subscription Agreement"), a copy of which is attached hereto as Exhibit "A," and incorporated herein, is hereby approved. The City Manager is hereby authorized and directed to execute the Subscription Agreement on behalf of the City. The City hereby delegates to the City Manager, or his or her designee, the discretion and authority to allow the Agency to use and display the City logo for communicative purposes associated with the Program. The City Manager or the City Manager's designee, City Attorney, City staff, officials and agents are hereby authorized and directed to take such actions and execute and deliver such other documents as may be necessary or desirable in furtherance of the purposes set forth herein and in the Subscription Agreement.

SECTION 3. AUTHORIZATION. Through adoption of this Resolution and execution of the Subscription Agreement as provided hereunder, the City of Apopka is expressly recognizing and authorizing the Agency to provide its services as set forth in the Agency's charter so that the Agency may facilitate, administer, implement and assist in providing Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting from the mission of the Agency, as contemplated by the Supplemental Act as the same may be amended from time to time. All power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the City.

SECTION 4. All resolutions or parts of resolutions on in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

SECTION 5. If any clause/ section/ other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED THIS 1st DAY OF NOVEMBER, 2017

CITY OF APOPKA, FLORIDA

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

EXHIBIT A

NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT

**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY THE
FLORIDA PACE FUNDING AGENCY**

Between

THE CITY OF APOPKA, FLORIDA

and

THE FLORIDA PACE FUNDING AGENCY

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**NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT
RELATING TO THE FUNDING AND FINANCING
OF QUALIFYING IMPROVEMENTS BY
THE FLORIDA PACE FUNDING AGENCY**

THIS NON-EXCLUSIVE INTERLOCAL SUBSCRIPTION AGREEMENT is made and entered into as of November 1, 2017 (the "Subscription Agreement"), by and between the City of Apopka, Florida (the "Subscriber"), and the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government, established pursuant to Section 163.01(7)(g), Florida Statutes, (the "Agency"), by and through their respective governing bodies. The purpose of the Subscription Agreement is to secure, in an efficient and uniform manner, for the Property Owners (as hereinafter defined) within the jurisdiction and boundaries of the Subscriber the privileges, benefits, powers and terms provided for herein and by law, and particularly by Section 163.08, Florida Statutes, as amended (the "Supplemental Act"), relating to the voluntary determination by affected property owners to obtain and finance certain improvements to property for energy efficiency, renewable energy or wind resistance.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Subscriber and the Agency hereby agree, stipulate and covenant as follows:

**ARTICLE I
DEFINITIONS AND CONSTRUCTION**

SECTION 1.01. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings as defined unless the context requires otherwise:

"Board of Directors" means the governing body of the Agency.

"Agency" means the Florida PACE Funding Agency, a separate legal entity and public body and unit of local government. The name or acronym PACE is derived from the concept commonly referred to as 'property assessed clean energy' and relates hereto to the provisions of general law related to energy efficiency, renewable energy and wind resistance improvements encouraged by Section 163.08, Florida Statutes.

"Agency Charter Agreement" or "Charter" means, unless the context otherwise requires, the separate interlocal agreement which created and established the Agency, including any amendments and supplements hereto executed and delivered in accordance with the terms thereof.

"Financing Agreement" means the agreement authorized hereunder and by the Act (specifically including section 163.08(4) thereof) between the Agency and a Property Owner providing for the funding to finance Qualifying Improvements and the imposition of a non-ad valorem Special Assessment against the Property Owner's assessed property.

"Financing Documents" shall mean the resolution or resolutions duly adopted by the Agency, as well as any indenture of trust, trust agreement, interlocal agreement or other instrument relating to the issuance or security of any bond or Obligations of the Agency and any agreement between the Agency and the Subscriber, pursuant to which the Subscriber and Property Owners obtain access to funds provided by the Agency.

"Obligations" shall mean a series of bonds, obligations or other evidence of indebtedness, including, but not limited to, notes, commercial paper, certificates or any other obligations of the Agency issued hereunder or pursuant hereto, or under any general law provisions, and pursuant to the Financing Documents. The term shall also include any lawful obligation committed to by the Agency or pursuant to an interlocal agreement with another governmental body or agency and/or warrants issued for services rendered or administrative expenses.

"Pledged Funds" shall mean (A) the revenues derived from Special Assessments and other moneys received by the Agency or its designee relating to some portion thereof, (B) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and sub-accounts established thereby, including investments therein, and (C) such other property, assets and moneys of the Agency as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board of Directors pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations. Pledged Funds shall not include any general or performance assurance fund or account of the Agency.

"Program" means the program operated by the Agency to provide financing for Qualifying Improvements undertaken within the jurisdiction of the Subscriber. Unless determined otherwise by the Subscriber, the Agency's Program will be non-exclusive; and, the Subscriber may embrace or authorize any similar program under the Act as the Subscriber sees fit and in the interest of the public.

"Property Owner" means, collectively, all of the record owners of real property subject to a Financing Agreement.

"Qualifying Improvements" means those improvements for energy efficiency, renewable energy, or wind resistance described in the Supplemental Act authorized to be affixed and/or installed by the record owner of an affected property. The term does not include similar improvements underwritten or financed by local, state or federal programs including, but not limited to State Housing Initiatives Partnership or SHIP Program, which are not secured by a special or non-ad valorem assessment.

"Special Assessments" means the non-ad valorem assessments authorized by the Supplemental Act and levied by the Agency on property owned by participating property owner who has entered into a Financing Agreement with the Agency to fund the costs of Qualifying Improvements.

"Subscriber" means the City of Apopka, Florida, a municipal corporation and general purpose local government duly organized and existing under and by virtue of the laws of the State of Florida.

"Subscription Agreement" means this interlocal agreement, or if the context requires a similar interlocal agreement between the Agency and any municipality, county or other government or separate legal entity permitted by the Supplemental Act to enter into Financing Agreements as provided for therein. At a minimum, each such Subscription Agreement shall provide for (1) the authority of the Agency to act, provide its services, and conduct its affairs within the subscribing government's jurisdiction; (2) the Agency to facilitate the voluntary acquisition, delivery, installation or any other manner of provision of Qualifying Improvements to record owners desiring such improvements who are willing to enter into Financing Agreements as provided for in the Supplemental Act and agree to the imposition of non-ad valorem assessments which shall run with the land on their respective properties; (3) the Agency to levy, impose and collect non-ad valorem assessments pursuant to such Financing Agreements; (4) the issuance of Obligations of the Agency to fund and finance the Qualifying Improvements; (5) for the proceeds of such non-ad valorem assessments to be timely and faithfully paid to the Agency; (6) the withdrawal from, discontinuance of or termination of the Subscription Agreement by either party upon reasonable notice in a manner not detrimental to the holders of any Obligations of the Agency or inconsistent with any Financing Documents; (7) and such other covenants or provisions deemed necessary and mutually agreed to by the parties to carry out the purpose and mission of the Agency.

"Supplemental Act" means the provisions of, and additional and supplemental authority described in, Section 163.08, Florida Statutes, as amended.

SECTION 1.02 CONSTRUCTION.

(A) Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Subscription Agreement; the term "heretofore" shall mean before the date this Subscription Agreement is executed; and the term "hereafter" shall mean after the date this Subscription Agreement is executed.

(B) Each recital, covenant, agreement, representation and warranty made by a party herein shall be deemed to have been material and to have been relied on by the other party to this Subscription Agreement. Both parties have independently reviewed this Subscription Agreement with their own counsel and covenant that the provisions hereof shall not be construed for or against either the Subscriber or the Agency by reason of authorship.

SECTION 1.03. SECTION HEADINGS. Any headings preceding the texts of the several Articles and Sections of this Interlocal Agreement and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall neither constitute a part of this Subscription Agreement nor affect its meaning, construction or effect.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The State has declared it the public policy of the State to develop energy management programs aimed at promoting energy conservation and wind resistance or ‘hardening’ programs achieving hurricane and wind damage mitigation.

(B) Home and business energy consumption accounts for approximately 70% of the overall usage of electric energy. The State of Florida has adopted a schedule for increasing the energy performance of buildings subject to the Florida Energy Efficiency Code for Building Construction Chapter 553, Florida Statutes.

(C) A significant contributor to statewide and local greenhouse gas emissions is the inefficient use of energy by existing building stock. Installing energy efficiency and renewable energy improvements on existing structures can reduce the burdens resulting from fossil fuel energy production, including greenhouse gas reductions and increased energy conservation.

(D) Reductions in greenhouse gas emissions will in all reasonable likelihood contribute to improved air quality, lower fossil fuels use, energy independence and security, promote the creation of jobs and economic development by stimulating "green industries" and save consumers money by reducing energy consumption.

(E) Hardening improvements on properties by advancing resistance to wind damage is smart and proactive hurricane mitigation and attracts sustainable long term employment and uniquely local commerce. Such actions serve to avoid huge unbudgeted expenditures in reacting to climatic disasters such as hurricanes and storms, reduce insurance claims, reduce insurance rates, reduce risk and liability, and protect persons, and property, and improvements to real property.

(F) There exists a vast quantity of existing structures with many years of remaining life before replacement, and these structures are not nearly as energy efficient as typical newly constructed buildings, nor do many existing buildings have renewable energy systems installed to provide some or all of their electric energy needs, nor are these structures as well protected from wind and storm damage as they could be.

(G) The State Legislature has determined there is a compelling state interest in enabling property owners to voluntarily finance Qualifying Improvements with local government assistance. The actions authorized by the Supplemental Act, including the financing of Qualifying Improvements through the execution of Financing Agreements and

the related imposition of a Special Assessment, are reasonable and are necessary for the prosperity and welfare of the State, the Subscriber and its property owners and inhabitants.

(H) The expected life of energy efficiency, renewable energy, and wind resistance Qualifying Improvements may require a longer-term cost recovery period than offered by traditional equity financing may afford, necessitating an alternative financing option to pay the costs to install the Qualifying Improvements while sharing the costs of the Qualifying Improvements over the useful life of the Qualifying Improvements.

(I) Existing homeowners and business property owners may find it not cost effective to refinance their properties to install Qualifying Improvements and/or the lending markets may effectively discourage property owners from financing Qualifying Improvements with traditional equity financing options.

(J) Facilitating the provision of Qualifying Improvements, the funding, and the repayment by participating property owners through the use of Special Assessments not only will relieve burdens emanating from and provide benefits to assessed property in terms of increased value, use and enjoyment, but will serve the public interest by preserving and protecting the environment, implementing hurricane mitigation, and promoting reasonable, smart and local economic activity.

(K) The Agency has secured a binding final judgment, binding and only advantageous to the Agency, which has statewide effect. Such judgment carefully relieves the Subscriber from cost and liability associated with implementation of the Agency's Program.

(L) The Agency has provided evidence to the Subscriber that: (1) the Agency's Program has assembled, at the Agency's sole cost and expense, open public governance and oversight, staffing in the form of qualified third-party administration, active funding provider servicing oversight, dedicated Program counsel, and an independent institutional trustee, (2) that the Agency is immediately ready to commence origination of Special Assessments for Qualifying Improvements, and (3) that the Agency presently has large scale funding in place and available under an executed bond purchase agreement and trust indenture.

(M) The availability of the non-exclusive Program offered by the Agency (without cost to, assumption of liability by or demand upon the credit of the City of Apopka) and the voluntary participation in the Program by Property Owners will provide a heretofore unavailable or alternative financing option to finance and repay the costs to provide and install Qualifying Improvements in the City of Apopka.

(N) The provision of financing to a Property Owner who decides to participate in the Program requires by law using non-ad valorem assessments levied by the Agency on the property pursuant to the Supplemental Act which must be collected pursuant to Chapter 197, Florida Statutes. Such collection method minimizes risk of failure for non-payment and provides a more efficient, fair and cost effective means of enforcement of any Special Assessment to both the Property Owner and the Agency's funding providers. In addition, the Agency now, by an through its funding provider, employs a second and redundant Qualifying Improvement review process to avoid fraud, Program misuse, or improvident funding. This additional review process is required by and not only serves the risk concerns of the funding

provider, but serves to accomplish more careful, sober and proper use of this financing alternative in achieving the purposes of the Property Owner, the Agency, the Subscriber and the compelling State interests involved.

(O) Given other priorities, the Subscriber does not wish to deploy currently available and recurring funds or to incur debt to establish a program similar to the Agency's Program; and recognizes that if it does initiate its own program it may be necessary that it commit time, staffing and monetary resources and that it may be necessary to borrow the moneys necessary for such purpose and secure repayment thereof by the proceeds derived from non-ad valorem assessments it imposes and likely also pledge other sources of revenue. However, regardless of any other approach which could be chosen by the Subscriber, the Subscriber can concurrently and presently authorize and approve the Agency to separately make the Agency's non-exclusive Program and independent funding for Qualified Improvements immediately available to Property Owners and the local economy of the City of Apopka.

(P) The Subscriber finds that local needs and conditions warrant the establishment of the Agency's non-exclusive Program within the jurisdiction of the Subscriber as a direct and immediate means to non-exclusively implement and advance positive local economic activity, job creation, energy efficiency, renewable energy and wind resistant activities.

(Q) It is reasonable and in the interest of the health, safety, and welfare of the Subscriber and its inhabitants that the Subscriber subscribe to the availability of the Program within the Subscriber's jurisdiction. The Agency is authorized hereby, by law and pursuant to the provisions of the Supplemental Act to undertake the Program.

(R) This Agreement provides an alternative, supplemental and non-exclusive means to achieve, *inter alia*, immediate and careful local economic development, commerce and job creation, as well as the compelling State interests and public purposes described in the Supplemental Act.

(S) The City of Apopka also requests and encourages the Orange County Board of County Commissioners to also adopt a similar resolution immediately approving the availability of the Agency's non-exclusive and scalable program county-wide. Such action would be without cost or liability and make these storm hardening, environmental, economic development and job-creating benefits uniformly available to businesses, property owners and constituents throughout our entire County.

[Remainder of page intentionally left blank.]

ARTICLE II SUBSCRIPTION

SECTION 2.01. AUTHORITY.

(A) The execution hereof has been duly authorized by the resolution of the governing bodies of each party hereto.

(B) The Agency by this Subscription Agreement is hereby recognized and authorized to act to provide its services, and conduct its affairs, within the boundaries of the Subscriber's jurisdiction.

(C) The execution of this Subscription Agreement evidences the express authority and concurrent transfer of all necessary powers to the Agency, and the covenant to reasonably cooperate by the Subscriber, so that the Agency may facilitate, administer, implement and provide Qualifying Improvements, facilitate Financing Agreements and non-ad valorem assessments only on properties subjected to same by the record owners thereof, develop markets, structures and procedures to finance same, and to take any actions associated therewith or necessarily resulting there from, as contemplated by the Supplemental Act as the same may be amended from time to time.

(C) By resolution of the governing bodies of each of the parties and as implemented pursuant by this Subscription Agreement, all power and authority available to the Agency under its Charter and general law, including without limitation, Chapters 163, 189 and 197, Florida Statutes, shall be deemed to be authorized and may be implemented by the Agency within the boundaries of the Subscriber.

(D) This Subscription Agreement may be amended only by written amendment hereto.

SECTION 2.02. CREATION OF STATE, COUNTY OR MUNICIPAL DEBTS PROHIBITED. The Agency shall not be empowered or authorized in any manner to create a debt as against the State, county, or any municipality, and may not pledge the full faith and credit of the State, any county, or any municipality. All revenue bonds or debt obligations of the Agency shall contain on the face thereof a statement to the effect that the State, county or any municipality shall not be obligated to pay the same or the interest and that they are only payable from Agency revenues or the portion thereof for which they are issued and that neither the full faith and credit nor the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of or the interest on such bonds. The issuance of revenue or refunding bonds under the provisions of law, the Charter Agreement, or this Subscription Agreement shall not directly or indirectly or contingently obligate the State, or any county or municipality to levy or to pledge any form of ad valorem taxation whatever therefore or to make any appropriation for their payment.

SECTION 2.03. ADOPTION OF RATES, FEES AND CHARGES.

(A) The Board of Directors may adopt from time to time by resolution such rates, fees or other charges for the provision of the services of the Agency to be paid by the record owner of any property, pursuant to a Financing Agreement described in the Supplemental Act.

(B) Such rates, fees and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of administering, managing, and providing for the services and administration of the activities of the Agency, to pay costs and expenses provided for by law or the Charter Agreement and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide for necessary administration and reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in the Charter Agreement or this Subscription Agreement, such rates, fees and charges shall always be sufficient to comply fully with any covenants contained in the Financing Documents.

(C) Such rates, fees and charges may vary from jurisdiction to jurisdiction, but shall be just and equitable and uniform at the time of imposition for the record owners in the same class of or within each subscribing local governmental jurisdiction electing to enter into any Financing Agreement described in the Supplemental Act and may be based upon or computed upon any factor (including, by way of example and not limitation, competitive or market conditions, distinguishing between residential and non-residential properties or uses, distinguishing between variable costs of administrative services over time) or combination of factors affecting the demand or cost of the services furnished or provided to administer the services and affairs of the Agency as may be determined by the Board of Directors from time to time.

(D) Notwithstanding anything in this Subscription Agreement to the contrary, the Agency may establish a general fund and/or performance assurance account into which moneys may be deposited from an annual surcharge upon the Special Assessments imposed, pledged to or collected by the Agency. Any moneys deposited to such general fund account from such a surcharge shall be considered legally available for any lawful purpose approved by the Board of Directors. Moneys in such general fund and/or performance assurance account may be used to pay for or reimburse initial costs and expenses advanced or associated with start-up costs, feasibility studies, economic analysis, financial advisory services, program development or implementation costs or enhancements, public education, energy audits, administration, quality control, vendor procurement, and any other purpose associated with the purpose or mission of the Agency approved by the Board of Directors.

SECTION 2.04. FINANCING AGREEMENTS.

(A) The Agency shall prepare and provide to each participating property owner the form of the Financing Agreement which complies with the Supplemental Act and is in

accordance with the Financing Documents as designated by the Board of Directors from time to time.

(B) The Agency, not the Subscriber, shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the Agency's authorized non-ad valorem assessments.

SECTION 2.05. IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO FINANCING AGREEMENTS.

(A) Upon execution by the record owners and the Agency, the Financing Agreement or a summary or memorandum thereof shall be recorded by the Agency within five (5) days of execution as required by Section 163.08(8), Florida Statutes. The recorded Financing Agreement, or summary or memorandum thereof, provides constructive notice that the non-ad valorem assessment to be levied on the subject property constitutes a lien of equal dignity to ad valorem taxes and assessments from the date of recordation.

(B) In a reasonably cooperative and uniform manner the Agency agrees to provide a digital copy to the collector of the recorded property appraiser or tax Financing Agreement or summary thereof, the most recent property identification number and annual amount of the non-ad valorem assessment along with such other efficient and reasonable information necessary for the tax collector to collect such amounts on behalf of the Agency pursuant to Sections 197.3632 and 163.08, Florida Statutes, as a non-ad valorem assessment.

SECTION 2.06. COLLECTION OF SPECIAL ASSESSMENTS.

(A) The Agency shall be solely responsible for professionally coordinating all interface with the tax collector or property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of the Supplemental Act subscribed to by the Subscriber. The Agency shall ensure and be responsible for compliance with all laws, rules and regulations in the imposition and collection of any Special Assessments levied upon property owned by participating property owners who have entered into a Financing Agreement. Subscriber hereby respectfully requests and encourages the tax collector or property appraiser to only impose, charge, or deduct the minimum amount necessary pursuant to general law for the collection or handling of the Special Assessments which are the subject of this Subscription Agreement.

(B) To advance Program acceptance and to minimize Program participation costs, and because each Property Owner is voluntarily undertaking to achieve and underwrite the unique and compelling State interests described in the Supplemental Act, the Subscriber urges either the waiver or minimum fees be charged by the tax collector and property appraiser which will be paid by the Agency via deduction to the Agency's institutional trustee as required by the Financing Documents, or as otherwise reasonably agreed to by the Agency and these parties.

SECTION 2.07. PLEDGE TO PROCEEDS FROM NON AD VALOREM ASSESSMENTS.

(A) The Agency will take such actions as are necessary for the lawful levy of the Special Assessments against all lands and properties specially benefitted by the acquisition, construction and financing of Qualifying Improvements. If any assessment made with respect to any property shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or if the Agency or Subscriber shall be satisfied that any such assessment is so irregular or defective that the same cannot be enforced or collected, the Agency is authorized to take all necessary steps to cause a new assessment to be made for the whole or any part of any Qualifying Improvements or against any property specially benefitted by such improvement, to the extent and in the manner provided by law.

(B) Pursuant to the Financing Documents and this Subscription Agreement the Agency shall irrevocably pledge and, to the fullest extent permitted by law, pledge and assign any and all revenues derived from Special Assessments to the repayment of any debt obligation issued by the Agency pursuant to the Financing Documents.

(C) The Subscriber shall not incur or ever be requested to authorize any obligations secured by Special Assessments associated with Qualifying Improvements imposed by the Agency.

(D) Each series of Financing Documents shall be secured forthwith equally and ratably by a pledge of and lien upon the Special Assessments. The obligations of the Agency under and pursuant to the Financing Documents shall not be or constitute general obligations or an indebtedness of the Subscriber as "bonds" within the meaning of the Constitution of Florida, but shall be payable from and secured solely by a lien upon and pledge of the Special Assessments as provided herein. Neither the Agency nor any holder of any debt obligation issued by the Agency pursuant to the Financing Documents shall ever have the right to compel the exercise of the ad valorem taxing power of the Subscriber or taxation in any form of property therein to pay any amount due under any Financing Documents or any Special Assessment. The Financing Documents shall not constitute a lien upon any property of or in the Subscriber except as to the respective Special Assessments in the manner provided herein and by law.

SECTION 2.08. CARBON OR SIMILAR CREDITS. The form of Financing Agreement in each instance will provide for the transfer of any carbon or similar mitigation credits derived from Qualifying Improvements to the Agency, with such revenues therefrom, if any ever materialize, to be used by the Agency to underwrite generally its operation, mission and purpose. The Financing Agreement, in each instance, will separately and expressly confirm that consideration therefore is in the form of a prepayment right at any time and substance of economies of scale provided by the Agency and its programs provided to and received by the Property Owner, or such other statement of consideration as shall be appropriate under the circumstances. Such credits expressly exclude investment tax credits available under the Internal Revenue Code or monetary rebates available to the Property Owner.

**ARTICLE III
GENERAL PROVISIONS**

SECTION 3.01. INTERLOCAL AGREEMENT PROVISIONS. This Subscription Agreement enables local governmental Units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. This Interlocal Agreement shall be filed by the Agency with the Clerk of the Circuit Court of the county in which the Subscriber is located.

SECTION 3.02. DISCLOSURE.

(A) The Agency has provided a copy of (1) the Supplemental Act, (2) the Agency's Charter Agreement, (3) the Final Judgment in *Fla. PACE Funding Agency v. State*, No. 2011-CA- 1824 (Fla. 2d Cir. Ct. 2011), and (4) other relevant disclosure information and background materials to the Subscriber prior to execution hereof. Subscriber, through its own staff and advisors, has independently reviewed and considered the foregoing and other relevant information of its choosing.

(B) The objective of the Agency's mission is to offer a uniform, standardized and scalable approach that provides efficiencies and economies of scale intended to attract voluntary financing of Qualifying Improvements and stimulate a substantial and meaningful flow of private sector economic activity and new job creation. In doing so, each subscribing local government by entering into a subscription agreement of this nature recognizes and authorizes the availability of the Agency's uniform program to property owners in the subscribing jurisdiction. Accordingly, the Agency has engaged, and may engage in the future, various advisors, consultants, attorneys or other professionals or firms with recognized expertise necessary to accomplish the Agency's mission.

(C) Each of the various advisors, consultants, attorneys or other professionals engaged by the Agency has been, and shall in the future be, disclosed to the Subscriber. The Subscriber and Agency recognize, consider and acknowledge the fact or possibility that one or more of the various professionals or firms may serve as the advisor to the Agency in its mission, and to the Subscriber or another client in providing other similar professional services, outside of the provision, funding and financing of Qualifying Improvements. Such circumstance is acceptable and will not be construed as a conflict, be objected to unreasonably, nor be used as the basis for its disqualification of such professionals or firms from any continued or future representation of either party hereto which can otherwise be resolved by a reasonable waiver.

SECTION 3.03. TERM OF AGREEMENT; FURATION OF AGREEMENT EXCLUSIVITY.

(A) The term of this Interlocal Agreement shall commence as of the date first above written, and initially continue for the next three (3) full fiscal years (ending September 30) following execution hereof. The term of this Agreement will then be renewed for successive annual periods, unless either party provides notice to the other in writing of intent

to terminate not later than 180 days prior to the end of any annual term, or as otherwise agreed to by the parties in writing.

(B) In the event of any termination hereunder, and so long as the Agency has Obligations outstanding which are secured by Pledged Revenues derived from Financing Agreements relating to any properties within the jurisdiction or boundaries of the Subscriber, or the Agency has projects for Qualified Improvements underway therein, the applicable provisions, authority and responsibility under this Agreement reasonably necessary to carry out the remaining aspects of the Program and responsibilities of Agency under this Agreement, shall remain in effect and survive such termination until such time as those obligations and all associated remaining Program responsibilities are fulfilled (including, but not limited to the collection of assessments in due course).

(C) In light of the unique nature of the Agency's program and in recognition of the capital investment made by the Agency and its contracting parties, and in order to maximize the benefits of a uniform implementation of a program under the Supplemental Act, the Subscriber covenants that it will not terminate this Agreement without cause. Provided, however, the Agency's powers to be employed and exercised hereunder shall be non-exclusive, and the Subscriber is free to and reserves the right to enter into or otherwise commence another program for financing Qualified Improvements using non-ad valorem assessments either under the Supplemental Act or pursuant to its home rule powers upon written notice to the Agency of its decision to do so.

SECTION 3.04. AMENDMENTS AND WAIVERS.

(A) Except as otherwise provided herein, no amendment, supplement, modification or waiver of this Subscription Agreement shall be binding unless executed in writing by the Subscriber and Agency.

(B) To the extent the Agency has no outstanding bonds, Obligations or other evidence of indebtedness, this Subscription Agreement may be amended or modified or provisions hereto waived upon the written consent of all parties hereto.

(C) To the extent the Agency has outstanding bonds, Obligations or other evidence of indebtedness arising from Financing Agreements relating to properties within the jurisdiction or boundaries of the Subscriber, this Subscription Agreement may not be amended or modified in any way that is materially adverse to holders of such bonds, Obligations or other evidence of indebtedness without the consent in writing of the

holders of at least two-thirds (2/3) or more in principal amount of such bonds, Obligations or other evidence of indebtedness (exclusive of any warrants issued by the Agency) then outstanding, or any insurer duly authorized to provide such consent on behalf of such holders.

SECTION 3.05. NOTICES.

(A) All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered (or confirmed electronic facsimile transmission) or mailed by registered or certified mail, postage prepaid, or sent by

nationally recognized overnight courier (with delivery instructions for "next business day" service) to the parties at the following addresses:

- Subscriber: The City of Apopka
 ATTN: City Administrator
 City Hall
 120 E. Main Street
 Apopka, Florida 32703
- With a copy to: The City of Apopka
 ATTN: Clifford B. Shepard, City Attorney
 C/o Shepard Law Firm
 2300 Maitland Center Parkway, Ste. 100
 Maitland, Florida 32751
- Agency: Executive Director
 Florida PACE Funding Agency c/o City of Kissimmee
 101 North Church Street, Fifth Floor
 Kissimmee, Florida 34741
- With a copy to: Program Counsel for the Florida PACE Funding Agency
 P.O. Box 14043
 Tallahassee, Florida 32317-4043

(B) Any of the parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three days after the date mailed.

SECTION 3.06. QUALITY CONTROL AND COMMUNICATION. For quality control purposes the Agency and Subscriber desire, and the Agency covenants to develop, implement and employ policies, systems and procedures which are within industry standards; with such standards being reasonably expected to change and evolve over time. An ongoing positive and informal line of communication between staff and agents for the parties is encouraged. At any time, notwithstanding lack of default or lack of material breach hereunder, the Subscriber is encouraged to objectively and

specifically communicate to the Agency in writing as provided for herein any concerns, suggestions or disapproval with performance, policies, systems or procedures being employed by the Agency. The Agency through its administrator, Executive Director, or a duly authorized designee, will promptly respond in writing to all such communications (reasonably within fifteen (15) days of receipt of any such written communication, but sooner if necessary) and follow-up accordingly; and, also promptly communicate any such response, follow-up, and all related communication to the Board of Directors for review.

SECTION 3.07. IMMUNITY; LIMITED LIABILITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the officials, officers, agents or employees thereof when performing their respective functions and duties under the provisions of this Subscription Agreement.

(B) The Subscriber and Agency are and shall be subject to Sections 768.28 and 163.01(9)(c), Florida Statutes, and any other provisions of Florida law governing sovereign immunity. Pursuant to Section 163.01(5)(o), Florida Statutes, and this covenant of the parties hereto, the local governments who are either or both the incorporators or members of the Agency shall not be held jointly liable for the torts of the officers or employees of the Agency, or any other tort attributable to the Agency, and that the Agency alone shall be liable for any torts attributable to it or for torts of its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The Subscriber and Agency acknowledge and agree that the Agency shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Subscription Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

(C) Neither the Subscriber, nor the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency, except to the extent otherwise mutually and expressly agreed upon, and neither the Agency, the Board of Directors or any other agents, employees, officers or officials of the Agency have any authority or power to otherwise obligate either the Subscriber, the local governments who are either or both the incorporators or members of the Agency, nor any subsequently subscribing or participating local government in the affairs of the Agency in any manner.

(D) In no event shall the Subscriber be liable for or obligated to pay or perform any debts, liabilities, conditions or obligations arising as a result of any Financing Agreement, Financing Documents, Special Assessment, Qualifying Improvements or any act or omission of any Property Owner or its/their agents. Subscriber shall have no monetary, appropriation or budgetary obligations under this Subscription Agreement or any authorizing resolution.

SECTION 3.08. BINDING EFFECT. This Subscription Agreement shall be binding upon the parties, their respective successors and assigns and shall inure to the benefit of the parties, their respective successors and assigns.

SECTION 3.09. SEVERABILITY. In the event any provision of this Subscription Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 3.10. EXECUTION IN COUNTERPARTS. This Subscription Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 3.11. APPLICABLE LAW. The exclusive venue of any legal or equitable action that arises out of or relates to this Subscription Agreement shall be the appropriate state court in Leon County. In any such action, Florida law shall apply and the parties waive any right to jury trial.

SECTION 3.12. ENTIRE AGREEMENT. This Subscription Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof, except as specifically set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have caused this Non-Exclusive Interlocal Subscription Agreement to be duly executed and entered into as of the date first above written.

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

CITY OF APOPKA, through its
CITY COUNCIL

By: _____
Mayor

ATTEST:

Linda F. Goff, City Clerk

Approved as to form by:
City of Apopka, City Attorney
Shepard & Smith, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

By: _____

IN WITNESS WHEREOF, the undersigned have caused this Interlocal Agreement to be duly executed and entered into as of the date first above written.

THE FLORIDA PACE FUNDING AGENCY

(SEAL)

By: _____
Michael H. Steigerwald, Executive Director

ATTEST:

Donald T. Smallwood, Assistant Secretary

Backup material for agenda item:

9. Resolution No. 2017-21 - Clean Energy Green Corridor

**CITY OF APOPKA
RESOLUTION NO. 2017-21**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM AND JOINING THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AS A NON-VOTING MEMBER; AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE MEMBERSHIP AGREEMENT WITH THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR DIRECTIONS TO THE CLERK; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.08, Florida Statutes (the “PACE Act”) authorizes counties, municipalities, and certain separate local government entities to establish and administer financing programs pursuant to which owners of real property may obtain funding for energy conservation and efficiency, renewable energy and wind resistance improvements (as referred to therein, the “Qualifying Improvements”), and repay such funding through voluntary special assessments, sometimes referred to as non-ad valorem assessments, levied upon the improved property pursuant to financing agreements between the owner thereof and the local government; and

WHEREAS, pursuant to the PACE Act, local governments may enter into a partnership with other local governments for the purpose of providing and financing Qualifying Improvements, and a PACE program may be administered by a third party at the discretion of the local government; and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, on August 6, 2012, the Town of Cutler Bay, Village of Palmetto Bay, Village of Pinecrest, City of South Miami, Miami Shores Village, City of Coral Gables, and City of Miami, entered into an interlocal agreement, which is recorded in the Official Records of Miami-Dade County at Book 28217 Pages 0312-333, creating a separate legal entity known as the Green Corridor Property Assessment Clean Energy (PACE) District (the “District”); and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the City Council of the City of Apopka (“the City”) desires for the City to join the District as a non-voting member by entering into a Membership Agreement, in substantially the form attached hereto as Exhibit “A” (“Membership Agreement”) in order for property owners within the City to obtain from the District the upfront financing for Qualifying Improvements; and

WHEREAS, the City Council deems it in the best interest of the citizens and residents of the City to adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are incorporated in this Resolution as though fully set forth herein and are approved and adopted.

Section 2. Creation of PACE Program. The City Council hereby creates a PACE Program pursuant to Section 163.08, Florida Statutes, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

Section 3. Approval of Membership Agreement. The City Council hereby approves of the Membership Agreement with the District, in substantially the form attached hereto as Exhibit “A.” This Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join or participate in any other similar programs.

Section 4. Authorization. The Council hereby authorizes the Mayor of the City of Apopka to execute the Membership Agreement with the District, in substantially the form attached hereto as Exhibit “A,” subject to approval by the City Attorney as to form and legality.

Section 5. Directions to Clerk. The City Clerk is directed to send a certified copy of this Resolution to the District’s Manager at Governmental Management Services – South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 within ten (10) days of adoption.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED THIS 1st DAY OF November, 2017.

CITY OF APOPKA, FLORIDA

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Approved as to form and legality:

Attorney

Moved By: _____

Seconded By: _____

Final Vote at Adoption:

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Exhibit A

MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND CITY OF APOPKA

This Membership Agreement (the "Membership Agreement") is entered into this 4th day of October, 2017 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and City of Apopka, Florida, a municipality of the State of Florida (the "City") (collectively, the "Parties") for the purpose of providing a PACE program within the City of Apopka.

RECITALS

WHEREAS, on August 6, 2012, the Green Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on October 4, 2017, the City Commission of the City of Apopka adopted Resolution No. 2017-21 agreeing to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the City of Apopka in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and the City of Apopka.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the City of Apopka in accordance with Section 163.08, Florida Statutes, by virtue of the City's joining the Green Corridor as a non-voting member and utilizing the Green Corridor's existing program (the "Program").
3. Qualifying Improvements. The City shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the City of Apopka.
4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

5. Program Guidelines: The Parties agree that, unless the City desires to implement its own local program guidelines as described below, the Program to be offered in the City of Apopka will be wholly governed by the Green Corridor's Program Guidelines. If the City desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the City. These local program guidelines shall be consistent with the Green Corridor's guidelines. The City may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the City's guidelines, the Green Corridor's guidelines shall control.
6. Boundaries. Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the City of Apopka, which boundaries may be limited, expanded, or more specifically designated from time to time by the City by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non ad valorem special assessments on the benefitted properties within the boundaries of the City of Apopka to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the City of Apopka as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.
7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the City who obtain financing through the Green Corridor.
8. Amended and Restated Interlocal Agreement. The Parties agree that the City shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the City.
9. Responsibilities of the Green Corridor; Indemnification. The Green Corridor shall be solely responsible for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying

improvements, or any other aspect of the Program. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the City.

10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the City has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments.
11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all City of Apopka property owners that may utilize the Program.
12. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties and for a period of three years thereafter, subject to early termination as provided herein. Thereafter, the term of this Agreement shall then be renewed for successive three-year periods, unless either Party provides notice to the other in writing of its intent to terminate at the end of the initial term or any renewal term. Further, any Party may terminate this Membership Agreement at any time upon ninety (90) days prior written notice.
13. Consent. This Membership Agreement and any required resolution or ordinance of an individual Party shall be considered the City's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.
14. Voting Rights. The Parties agree that the City shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.
15. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Green Corridor:
Paul Winkeljohn, Executive Director
Green Corridor
5385 Nob Hill Rd.
Sunrise, FL 33351

If to City of Apopka:
Glenn Irby, City Administrator
120 E. Main Street
Apopka, FL 32789

With a Copy to:
City Attorney, City of Apopka
Shepard & Smith, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

16. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto.
17. Joint Effort. The preparation of this Membership Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
18. Merger. This Membership Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Membership Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality, and of equal dignity herewith by all Parties to this Membership Agreement.
19. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
20. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
21. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.

22. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
23. Venue. The exclusive venue of any legal or equitable action against the City that arises out of or relates to this Membership Agreement shall be the appropriate state court in Miami-Dade County.
24. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Membership Agreement on this 1st day of November, 2017.

ATTEST:

GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY
(PACE) DISTRICT

By: _____
District Secretary

By: _____
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman
Cole & Bierman P.L., District Attorney

CITY OF APOPKA, FLORIDA through its CITY COUNCIL

By: _____
Mayor

ATTEST:

Linda F. Goff, City Clerk

Approved as to form by:

City of Apopka, City Attorney
Shepard & Smith, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

Backup material for agenda item:

10. Resolution No. 2017-22 - Florida Green Finance Authority/RenewPACE program

**CITY OF APOPKA
RESOLUTION NO. 2017-22**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT IN ORDER TO JOIN THE FLORIDA GREEN FINANCE AUTHORITY'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Town of Lantana, Florida and the Town of Mangonia Park, Florida, entered into that certain Interlocal Agreement dated June 11, 2012, as amended (the "Interlocal Agreement), establishing the Florida Green Finance Authority, a separate and distinct legal entity in accordance with Section 163.01(7), for the purpose of administering a PACE program; and

WHEREAS, other local governments may join the Florida Green Finance Authority program by executing a Party Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Florida Green Finance Authority PACE program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Party Membership Agreement attached hereto; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Apopka.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. **Approval of Party Membership Agreement.** The City Commission hereby approves the Party Membership Agreement between the Florida Green Finance Authority (the "Authority") and the City of Apopka, in substantially the form attached to this Resolution as Exhibit "A". The Party Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs.

Section 3. **Authorization.** The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 1st DAY OF NOVEMBER, 2017

CITY OF APOPKA, FLORIDA

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

With a copy to:

City Attorney, City of Apopka
Shepard & Smith, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

5. This Party Membership Agreement shall be recorded by the Authority with the Clerk of the Court in the Public Records of Palm Beach County as an amendment to the Interlocal Agreement and recorded in the public records of the City of Apopka, in accordance with Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties hereto subscribe their names to this Interlocal Agreement by their duly authorized officers.

ATTEST:

The Florida Green Finance Authority, a separate legal entity established pursuant to Section 163.01(7), Florida Statutes

By: _____
Secretary of the Authority

By: _____
Chair of the Authority

Approved by Authority Attorney
as to form and legal sufficiency

Authority Attorney

ATTEST:

CITY OF APOPKA, through its
CITY COUNCIL

Linda F. Goff, City Clerk

By: _____
Joseph E. Kilsheimer, Mayor

____ day of _____, 20____.

Approved as to form by:
City of Apopka, City Attorney
Shepard & Smith, P.A.
2300 Maitland Center Parkway, Suite 100
Maitland, FL 32751

By: _____
Clifford B. Shepard (Date)
City Attorney

Backup material for agenda item:

11. Resolution No. 2017-23 - Florida Resiliency and Energy District's Property Assessed Clean Energy Program

**CITY OF APOPKA
RESOLUTION NO. 2017-23**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, APPROVING A PARTY MEMBERSHIP AGREEMENT AND ITS INCORPORATED INTERLOCAL AGREEMENT, IN ORDER TO JOIN THE FLORIDA RESILIENCY AND ENERGY DISTRICT'S PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM UNDER SECTION 163.08, FLORIDA STATUTES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 which created Section 163.08, F.S., which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, Section 163.08, F.S. authorizes local governments that create PACE programs to enter into a partnership with one or more local governments in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, the Town of Lake Clarke Shores, the City of Fernandina Beach, and the Florida Development Finance Corporation entered into that certain Interlocal Agreement dated September 6, 2016, (the "Interlocal Agreement), establishing the Florida Resiliency and Energy District, a separate and distinct legal entity in accordance with Section 163.01(7), for the purpose of administering a PACE program; and

WHEREAS, other local governments may join the Florida Resiliency and Energy District program by executing a Party Membership Agreement whereby such a local government becomes a party to the Interlocal Agreement; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the City Commission desires to join the Florida Resiliency and Energy District program in order to provide the upfront financing to property owners for Qualifying Improvements, and to enter into the Party Membership Agreement attached hereto; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City of Winter Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are true and correct and are incorporated herein by this Resolution.

Section 2. **Approval of Party Membership Agreement.** The City Commission hereby approves the Party Membership Agreement between the Florida Green Finance Authority (the "Authority") and the City of Apopka, in substantially the form attached to this Resolution as Exhibit "A". The Party Membership Agreement is non-exclusive and shall not affect any existing PACE Program that the City has or the ability of the City to create, join, or participate in any other similar programs.

Section 3. **Authorization.** The Mayor, or his or her designee, is hereby authorized to execute the Party Membership Agreement.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 1st Day of November, 2017

CITY OF APOPKA, FLORIDA

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

Exhibit "A"

<p>This instrument was prepared by or under the supervision of (and after recording should be returned to):</p> <p>Joseph P. Stanton Broad & Cassel Bank of America Center 390 North Orange Avenue, Suite 1400 Orlando, FL 32801-4961</p>	<p>(SPACE reserved for Clerk of Court)</p>
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**LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT BETWEEN THE
FLORIDA RESILIENCY AND ENERGY DISTRICT
AND THE CITY OF APOPKA**

This Limited Purpose Party Membership Agreement (the "Agreement") is entered into this 1st day of November, 2017 by and between the **FLORIDA RESILIENCY AND ENERGY DISTRICT** ("FRED"), a public body corporate and politic created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, and the **City of Apopka**, a municipal corporation of the State of Florida (the "City") (collectively, the "Parties") for the purpose of providing a Property Assessed Clean Energy ("PACE") program within the legal boundaries of the City.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to facilitate the financing of qualifying improvements through a PACE program, in accordance with Section 163.08, Florida Statutes (the "Qualifying Improvements"), and provide an efficient process for real property owners within the legal boundaries of the City to access the Florida Development Finance Corporation (FDFC) PACE Program (the "FDFC PACE Program") and permit FRED to levy assessments for the FDFC PACE Program within such legal boundaries.

2. Parties to the Interlocal Agreement. The Interlocal Agreement, dated September 6, 2016 (the "Interlocal Agreement") between the Town of Lake Clarke Shores, the City of Fernandina Beach, and any subsequent parties thereto (the "Public Agencies") and, in the limited capacity described therein, the Florida Development Finance Corporation ("FDFC" and, together with the Public Agencies, the "Parties"), for the purpose of facilitating the financing of Qualifying Improvements for properties located within FRED's aggregate legal boundaries via the levy and collection of voluntary non-ad valorem special assessments on improved property, is hereby supplemented and amended on the date last signed below by this Agreement, which is hereby fully incorporated into the Interlocal Agreement, to include the City as a Party (by virtue of becoming a Subsequent Party), as those terms are defined in the Interlocal Agreement. In the event of any conflict between the Interlocal Agreement and this Agreement, this Agreement shall control the rights and obligations of the Parties.

3. Rights of Parties. FRED, together with its member Parties, and the City, with the intent to be bound thereto, hereby agree that the City shall become a Party to the Interlocal

Agreement together with only those rights and obligations of Parties to the Interlocal Agreement as are necessary to fulfill the purposes described in this Agreement, including access to financing and processing of non-ad valorem special assessments by FRED, within the legal boundaries of the City, as more specifically described below, and in accordance with federal, state, and local laws, rules, regulations, ordinances, and all operational program standards of the City.

4. Finding of Special Benefit and Levy of Special Assessments. The City hereby finds and acknowledges that access to financing for Qualifying Improvements through the FDFC PACE Program provides a special benefit to real property within its legal boundaries which special benefit is secured by the imposition, levy, apportionment and collection of non-ad valorem special assessments consistent with the common powers provided in this Agreement. FRED and the City acknowledge and agree that the non-ad valorem special assessments arising from a property owner's voluntary participation in the FDFC PACE Program shall be levied by FRED on behalf of the City and the receipt and distribution of any non-ad valorem special assessments imposed by FRED are purely ministerial acts.

FRED shall be solely responsible for all matters associated with origination, funding, financing, collection and administration of each of the FRED's authorized non-ad valorem assessments. FRED's responsibility includes, (1) FRED defending, indemnifying and holding harmless the City and its officers, officials, attorneys and employees as provided in the Interlocal Agreement; (2) FRED responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program; and (3) FRED ensuring and being responsible for compliance with all laws, rules and regulations in the imposition and collection of any special assessments levied upon property owned by participating property owners who have entered into a financing agreement.

5. Qualifying Improvements. FRED may provide access to financing for "Qualifying Improvements" to real property within the legal boundaries of the City, in accordance with Section 163.08, Florida Statutes, and subject to the terms of this Agreement, as well as applicable federal, state, and City law.

6. Financing Agreement. Before extending any financing or subjecting any participating real property within the legal boundaries of the City to the non-ad valorem special assessment authorized therein, FRED and FDFC, through their designees, pursuant to the Section 163.08, Florida Statutes and this Agreement, shall enter into a financing agreement (the "Financing Agreement") with property owner(s) within the legal boundaries of the City who qualify for financing through FRED.

7. Boundaries of the FDFC PACE Program. For the limited purposes of administering the FDFC PACE Program and imposing non-ad valorem special assessments as described in this Agreement, the legal boundaries of FRED shall include the legal boundaries of the City, which legal boundaries may be limited, expanded, or more specifically designated from time to time by the City. Notice of such changes shall conform to procedures designated by the District.

8. Eligible Properties. Within the legal boundaries of the City, improved real property, including any residential, commercial, agricultural and industrial use may be eligible for participation in the FDFC PACE Program within the limits otherwise prescribed in Section 163.08, Florida Statutes.

9. Survival of Special Assessments. During the term of this Agreement, FRED may levy voluntary non-ad valorem special assessments on participating properties within the legal boundaries of the City to help secure the financing of costs of Qualifying Improvements constructed or acquired on such properties based on the finding of special benefit by the City described in paragraph 4 above. Those properties receiving financing for Qualifying Improvements shall be assessed by FRED until such time as the financing for such Qualified Improvement is repaid in full, in accordance with Section 163.08, Florida Statutes, and other applicable law. Notwithstanding termination of this Agreement or notice of a change in the legal boundaries of the City as provided for herein, those properties that have received financing for Qualifying Improvements shall continue to be a part of FRED, until such time that all outstanding debt has been satisfied.

10. Term. This Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice ("Termination Notice") in accordance with the terms of the Interlocal Agreement. Beginning on the date FRED receives a Termination Notice from the City ("Termination Date"), FRED shall not approve any new applications affecting property within the legal boundaries of the City referenced in the Termination Notice. Notwithstanding termination of this Agreement, however, property owners whose applications were approved prior to the Termination Date, and who received funding through the FDFC PACE Program, shall continue to be a part of FRED, for the sole purpose of FRED imposing assessments for the repayment of such property's outstanding debt, until such time that all outstanding debt has been satisfied.

11. Consent. This Agreement, together with the resolution by the governing board of the City approving this Agreement, shall be considered the Parties' consent to authorize FRED to exercise its powers pursuant to Section 163.08, Florida States and to provide access for the FDFC PACE Program to operate within the legal boundaries of the City, as required by Section 163.08, Florida Statutes.

12. City Coordinator. The City Administrator or the City Administrator's designee shall serve as the City's primary point of contact and coordinator. The City will advise FRED of any changes to the City's primary contact and coordinator within 30 days of such changes.

13. Limited Obligations. Neither FRED nor FDFC is authorized to issue bonds, or any other form of debt, on behalf of the City. To the extent that FRED or FDFC issues bonds under its own authority in connection with this Agreement, the security for such bonds may be secured by non-ad valorem special assessments imposed by FRED on participating properties within the legal boundaries of the City. The issuance of such bonds shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of taxation whatever, or to levy ad valorem taxes on any property within their territorial limits to pay the bonds, and the bonds

shall not constitute a lien upon any property owned by the City. For any such bonds, the bond disclosure document, if any, shall include references to the fact that the City is not an obligated party, and also adequately disclose material attendant risks with the FDFC PACE Program.

14. Agreements with Tax Collector and Property Appraiser. This Agreement shall be subject to the express condition precedent that FRED enter into separate agreement(s) with the tax collector and the property appraiser having jurisdiction over the legal boundaries of the City, which shall provide for the collection of any non-ad valorem special assessments imposed by FRED within the legal boundaries of the City. If required by the tax collector and property appraiser, the City agrees to enter into those agreements as a third-party to facilitate the collection of the non-ad valorem special assessments imposed by FRED.

FRED shall be solely responsible for professionally coordinating all interface with the tax collector and property appraiser, and minimize to the greatest extent reasonably possible the time, effort and attention of these public officials to accomplish the public purposes and direction of this Agreement and the Interlocal Agreement. FRED shall take such actions as are necessary for the lawful levy of the special assessments against all lands and properties specially benefitted by the acquisition, construction and financing of qualifying improvements. The City shall not incur or ever be requested to authorize any obligations secured by special assessments associated with qualifying improvements imposed by FRED.

15. Opinion of Bond Counsel. FRED warrants, based on counsel's review of the bond validation judgment and the underlying bond documents that the FDFC PACE Program's structure complies with the bond validation judgment and the underlying bond documents.

16. Agents of FRED. FRED shall ensure that its agents, administrators, subcontractors, successors and assigns are, at all times, in compliance with the terms of this Agreement and applicable City, state and federal laws.

17. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to FRED:

The Florida Resiliency and Energy District
c/o Florida Development Finance Corporation
William "Bill" F. Spivey, Jr.
Executive Director
800 N. Magnolia Avenue, Suite 1100
Orlando, Florida 32803
407.956.5695 (t)
bspivey@fdcbonds.com

and Issuer's Counsel with Broad and Cassel
Joseph Stanton, Esq.
Bank of America Center
390 North Orange Avenue Suite 1400
Orlando, FL 32801-4961
407.839.4200 (t)
jstanton@broadandcassel.com

If to City:

City of Apopka
Attn: Glenn Irby, City Administrator
120 E. Main Street
Apopka, FL 32703

18. Non-Exclusive. The FDFC PACE Program, this Agreement and the Interlocal Agreement are non-exclusive for the City, meaning the City specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

19. Amendments. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by the City and FRED or other delegated authority authorized to execute same on their behalf.

20. Joint Effort. The preparation of this Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

21. Merger. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

22. Assignment. The respective obligations of the Parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.

23. Third Party Beneficiaries. None of the Parties intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement; provided, however, that counsel to the Parties may rely on this Agreement for purposes of providing any legal opinions required by the issuance of debt to finance the Qualifying Improvements.

24. Records. The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

25. Recording. This Limited Purpose Party Membership Agreement shall be filed by FRED as an amendment to the Interlocal Agreement with the Clerk of the Circuit Court in the Public Records of the County where the Authority maintains its principal place of business, and Orange County, in accordance with Section 163.01(11), Florida Statutes.

26. Severability. In the event a portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, that part shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

27. Effective Date. This Agreement shall become effective upon the execution by both Parties hereto.

28. Law, Jurisdiction, and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Ninth Judicial Circuit in and for Orange County, Florida, the United States District Court for the Middle District of Florida, or United States Bankruptcy Court for the Middle District of Florida, as appropriate.

29. Sovereign Immunity. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein or any other privilege, immunity, or defense afforded by law to the Parties and their respective officials, officers, employees and agents.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on this 1st day of November, 2017.

CITY OF AOPKA, FLORIDA
A Florida municipal corporation

By: _____
Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk _____
Date

[SIGNATURE PAGE TO LIMITED PURPOSE PARTY MEMBERSHIP AGREEMENT]

FLORIDA DEVELOPMENT FINANCE
CORPORATION on behalf of FLORIDA
RESILIENCY AND ENERGY DISTRICT

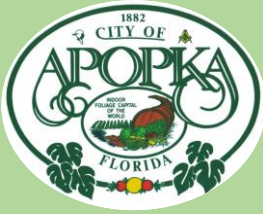
By: _____
William "Bill" F. Spivey, Jr.
Executive Director

\\apk-fs1\users\$\jhitt\Documents\EcD\PACE\PACE Council approval CC11-1-17\Florida Resiliency and Energy District\APK ~ Florida
Resiliency and Energy District Res 2017-23 & Agreement.docx

Backup material for agenda item:

12. Resolution No. 2017-25 granting a non-exclusive franchise for roll-off container collection and disposal.
Davoll

Jay



CITY OF APOPKA CITY COUNCIL

- ___ CONSENT AGENDA
- ___ PUBLIC HEARING
- ___ SPECIAL REPORTS
- ___ OTHER RESOLUTION

MEETING OF: November 1, 2017
FROM: Public Services
EXHIBITS: Resolution No. 2017-25

SUBJECT: RESOLUTION NO. 2017-25 GRANTING A NON-EXCLUSIVE FRANCHISE FOR ROLL-OFF CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA TO CENTRAL ENVIRONMENTAL SERVICES, INC.

REQUEST: ADOPT RESOLUTION NO. 2017-25

SUMMARY:

Chapter 66, Article III, of the Code of Ordinances of the City of Apopka, provides for private refuse collection service through the granting of a non-exclusive franchise for roll-off container collection in the City. The minimum amount the City is to receive is \$960.00 per year for this agreement.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Adopt Resolution No. 2017-25.

DISTRIBUTION

Mayor Kilsheimer
Commissioners
City Administrator
Community Development Director

Finance Director
HR Director
IT Director
Police Chief

Public Services Director
Recreation Director
City Clerk
Fire Chief

RESOLUTION NO. 2017-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO CENTRAL ENVIRONMENTAL SERVICES, INC., TO PROVIDE "ROLL-OFF" CONTAINER COLLECTION AND DISPOSAL OF WASTE IN THE CITY OF APOPKA, FLORIDA, PURSUANT TO CITY OF APOPKA, CODE OF ORDINANCES, CHAPTER 66, ARTICLE III; PROVIDING FOR THE TERM OF YEARS FOR THE FRANCHISE; PROVIDING FOR FRANCHISE FEE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 66, Article III, of the Code of Ordinances of the City of Apopka, Florida, provides for private refuse collection service through the granting of non-exclusive franchise(s) for roll-off containers, and is hereinafter referred to as Chapter 66, Article III; and

WHEREAS, Chapter 66, Article III grants the City Council of the City of Apopka, Florida, the power, right and authority to contract by resolution with persons thereby granting non-exclusive franchise(s) to provide "roll-off" container collection and disposal of waste within the City of Apopka, Florida; and

WHEREAS, Chapter 66, Article III provides for City requirements, outlining Franchisee's duties, providing the terms and conditions under which such franchise shall operate.

WHEREAS, Chapter 66, Article III enables the City Council of the City of Apopka, Florida, to enter into a contract with persons desiring a franchise to provide roll-off container collection and disposal of waste within the City of Apopka; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Apopka, Florida, that:

SECTION I. GRANT AND TERM.

That the City Council of the City of Apopka, Florida, extends a non-exclusive franchise to:

CENTRAL ENVIRONMENTAL SERVICES, INC.

a Florida corporation whose business address is:

2722 Apopka Boulevard
Apopka, FL 32703

Hereinafter referred to as Grantee, to provide roll-off container collection and disposal of waste within the corporate limits of the City of Apopka, Florida, under the terms set out in Chapter 66, Article III.

The term of this franchise will begin on November 2, 2017 and end on November 1, 2020 (The term may be extended for an additional two (2) years, at the sole option of the City, by written

notice to the franchisee not less than thirty (30) days prior to the expiration of the current term.)

SECTION II. COMPLIANCE WITH ORDINANCE AND RESOLUTION.

That the City of Apopka, Florida, and the Grantee of the franchise shall comply with all of the terms and conditions as set forth in Chapter 66, Article III, and this Resolution. A failure by the Grantee to comply with the terms and conditions of Chapter 66, Article III and/or all ordinances and resolutions of the City of Apopka, and/or the laws of the State of Florida or the United States, shall be grounds for the immediate revocation of the Franchise.

Payment of Franchise Fees shall be made payable to the City of Apopka, and mailed to

City of Apopka,
Attention: Accounts Payable,
120 E Main St
Apopka, Florida, 32703.

The fee for administrative and inspection costs and expenses shall be credited against the charges.

SECTION III. ENFORCEMENT.

The Mayor or his designee is hereby authorized to enforce the non-exclusive franchise granted by this Resolution for the City of Apopka.

SECTION IV. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption, and the non-exclusive franchise granted by this Resolution shall be binding immediately on the City and the Grantee upon the date those proper officers or authorities of each have duly executed this Resolution.

APPROVED by the City Council of the City of Apopka, Florida, and this 1st day of November 2017.

CITY OF APOPKA, FLORIDA

ATTEST:

Joseph E. Kilsheimer, Mayor

Linda F. Goff, City Clerk

ACCEPTANCE BY FRANCHISEE

The foregoing RESOLUTION NO. 2017-25 and the NON-EXCLUSIVE FRANCHISE provided for therein, and all the terms and conditions thereof, are hereby accepted, approved, and agreed to this _____ day of November, 2017

CENTRAL ENVIRONMENTAL SERVICES, INC.

Signature

Printed Name

Title

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to and subscribed before me this _____ day of November 2017, by
_____.

Notary Public, State of Florida

Printed Name of Notary

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

Backup material for agenda item:

13. Resolution 2017-26 - Reimbursements from proceeds of tax-exempt debt.

Pam Barclay



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Resolution No. 2017-26

MEETING OF: November 1, 2017
 FROM: Finance Dept
 EXHIBITS:

SUBJECT: RESOLUTION NO. 2017-26 – REIMBURSING CERTAIN COSTS RELATING TO THE ACQUISITION OF VARIOUS VEHICLES AND OTHER CAPITAL EQUIPMENT AS WELL AS CAPITAL IMPROVEMENTS TO THE CITY’S SEWER SYSTEM.

Request: REQUEST COUNCIL ADOPT RESOLUTION NO. 2017-26.

SUMMARY:

The City has incurred, or will incur costs associated with the acquisition of various vehicles and other capital equipment as well as capital improvements to its sewer system. The City has determined it is in the best interest to reimburse such costs from proceeds of tax-exempt debt. In accordance with the United States Department of Treasury regulations, Resolution No 2017-26 allows for the reimbursement of those certain costs relating to the capital equipment acquisitions, included herein, and the sewer improvements.

FUNDING SOURCE:

The approved FY 2018 Budget of the General Fund and Utilities Fund include the capital equipment and improvements to be financed and the corresponding revenue to reimburse the costs associated.

RECOMMENDATION ACTION:

Adopt Resolution No. 2017-26

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners	HR Director	Recreation Director
City Administrator	IT Director	City Clerk
Community Development Director	Police Chief	Fire Chief

RESOLUTION NO. 2017-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA WITH RESPECT TO THE REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION OF VARIOUS VEHICLES AND CAPITAL EQUIPMENT AND THE CONSTRUCTION OF THE SEWER EXPANSION PROJECT.

WHEREAS, the City of Apopka, Florida (the "City") has incurred and/or will incur various costs in relation to the acquisition of various capital equipment and capital improvements;

WHEREAS, the City has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AS FOLLOWS:

SECTION 1. It is the intent of the City to reimburse various costs and expenditures relating to the acquisition of various vehicles and capital equipment and sewer expansion improvements, as more particularly described on Exhibit A hereto, which costs and expenditures represent "original expenditures" as such term is defined in Treasury Regulations Section 1.150-2(c). The City has paid for, and/or reasonably anticipates that it will pay for such costs and expenditures relating to capital equipment from moneys on deposit in its various government funds. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt, which is not expected to exceed \$37,060,495 aggregate principal amount. It is currently the intention of the City to principally secure and pay for such tax-exempt debt with net revenues of its various governmental funds. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

SECTION 2. The City shall comply with all applicable law in regard to the public availability of records of official acts (i.e., adoption of this resolution) by public entities such as the City, including making this resolution available to public inspection.

SECTION 3. It is the intent of this resolution to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 4. This Resolution shall become effective immediately upon adoption hereof.

ADOPTED, this 1st day of November, 2017.

CITY OF APOPKA, FLORIDA

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda F. Goff, City Clerk

EXHIBIT A

General Description of Capital Equipment/Vehicles And Capital Improvements

DEPARTMENT	DISCRIPTION	EST. COST
Fire - Suppression	<i>Engine-Quint 6</i>	807,000
	<i>Engine-Quint 6 Equipment</i>	100,000
	<i>Engine-Quint 6 SCBAs</i>	32,000
Fire - EMS	<i>Ambulance - Replacement (1)</i>	150,000
	<i>Stryker Power Load Stretcher for new Ambulance</i>	44,495
	<i>LifePak15</i>	156,000
	<i>LifePak 1000</i>	9,000
	<i>AED CR10</i>	34,000
	<i>Lucus 3</i>	45,000
Police - Field Services	<i>Police Vehicle Purchase (SUV)</i>	40,000
	<i>Police Vehicle Purchase (SUV)</i>	40,000
	<i>Police Vehicle Purchase (SUV)</i>	40,000
	<i>Police Vehicle Purchase (SUV)</i>	40,000
	<i>Police Vehicle Purchase (SUV)</i>	40,000
	<i>Police Vehicle Purchase (SUV)</i>	40,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
	<i>Police Vehicle Purchase (Interceptor Sedan)</i>	38,000
Police - Support Services	<i>Police Vehicle Purchase (SRO Officer Escape)</i>	32,000
	<i>Police Vehicle - Purchase Canine SUV</i>	42,000
	<i>Police Vehicle Purchase (CID unmarked)</i>	32,000
	<i>Police Vehicle Purchase (CID unmarked)</i>	32,000
	<i>Police Vehicle Purchase (CID unmarked)</i>	32,000
Recreation	<i>EZ GO Golf Cart</i>	13,000
	General Fund Capital	\$ 2,060,495
Utilities	<i>Sewer Plant Expansion -</i>	35,000,000
	Utility Fund Capital	\$ 35,000,000
TOTAL CAPITAL EQUIPMENT AND IMPROVEMENTS TO BE FINANCED		\$ 37,060,495