

APOPKA CITY COUNCIL AGENDA
March 21, 2018 7:00 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 - TBD
PLEDGE

AGENDA REVIEW

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. Ratify the certificate of the official election results.
2. KaBOOM! Grant acceptance of the letter of intent and funding.
3. Authorize a Traffic Enforcement Agreement with Clear Lake Landings Homeowner's Association.
4. Approve an Inmate Work Squad Contract with the Department of Corrections.
5. Approve funding for Martin's Pond Aeration Fountains.
6. Approve a School Capacity Enhancement Agreement concerning Lake Marshall Subdivision, Phases 1 & 2.

BUSINESS (Action Item)

1. Final Development Plan/Plat – Lake Gem Commerce Park – Quasi-Judicial Jean Sanchez
Project: Property Industrial Enterprises, LLC, c/o Michael Cooper
Located at 511 & 611 Marshall Lake Road

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance No. 2605 – First Reading – Comprehensive Plan Text Amendment – Legislative David Moon
Project: Amendment to the Future Land Use Element, Policy 20.10 and Table 20.10
2. Ordinance No. 2635 – First Reading - Comprehensive Plan Amendment – Small Scale – Legislative Phil Martinez
Project: Kenney Harry Charles McAllister
Located on the Northwest corner of North Hermit Smith Road, U.S. 441 intersection.
3. Ordinance No. 2636 – First Reading - Change of Zoning – Quasi-Judicial Phil Martinez
Project: Kenney Harry Charles McAllister
Located on the Northwest corner of North Hermit Smith Road, U.S. 441 intersection
4. Ordinance No. 2637 – First Reading - Change of Zoning Bobby Howell
PUD Master Plan/Preliminary Development Plan - Quasi-judicial
Project: City of Apopka, James D. & Deborah M. Lyda, & Citizens Bank of Florida
Located on Johns Road, west of S.R. 451

CITY COUNCIL REPORTS

MAYOR'S REPORT

ADJOURNMENT

MEETINGS AND UPCOMING EVENTS

DATE	TIME	EVENT
March 26, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden
March 27, 2018	5:30pm –	Special City Council Meeting – Errol Estates @ 519 S. Central Ave.
March 31, 2018	7:00am –	Rabbit Run 5K – Northwest Recreation Complex
March 31, 2018	9:45am –	Easter Eggstravaganza – Northwest Recreation Complex
April 4, 2018	1:30pm –	City Council Meeting
April 5, 2018	5:30pm – 9:00pm	Food Truck Round Up
April 9, 2018	6:30pm –	CONA Meeting – UCF Apopka Business Incubator
April 10, 2018	5:30pm –	Planning Commission Meeting
April 10, 2018	7:00am – 7:00pm	Apopka Runnoff Election – Seat #1 & Seat #2
April 11, 2018	5:30pm –	Special City Council Meeting – Errol Estates @ 519 S. Central Ave.
April 13, 2018	7:00pm – 9:30pm	Movie in the Park – Cars 3 – Kit Land Nelson Park
April 18, 2018	7:00pm –	City Council Meeting
April 21, 2018	9:00am – 12:00pm	12 th Annual Apopka Health & Fitness Fair – Fran Carlton Center
April 23, 2018	10:00am –	Lake Apopka Natural Gas District Board Meeting: Winter Garden
April 24, 2018	12:00pm –	Inauguration – Mayor & City Council Seats #1 & #2

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.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: March 21, 2018
 FROM: City Clerk
 EXHIBITS: Official General Election Results

SUBJECT: 2018 GENERAL ELECTION RESULTS

REQUEST: RATIFY THE CERTIFICATE OF OFFICIAL ELECTION RESULTS

SUMMARY:

The City’s General election for Mayor and City Council Seat 1 and Seat 2 was held on March 13, 2018. On April 10, 2018 a Run-off election will be held for City Council Seat 1 between Candidate Suzanne Kidd and Candidate Alexander Smith, as well as Seat 2 between Candidate Alice Nolan and Candidate Diane Velazquez.

The Canvassing Board met on March 13, 2018, 4:00 p.m. at the Supervisor of Elections office, 119 W Kaley Street, Orlando, FL to canvass the absentee and early voting ballots. The board reconvened at 7:00 p.m. to continue canvassing ballots as the results came in from the precincts. The Canvassing Board met again at the same location to conduct the voting system manual audit as required by FS 101.591, with the assistance from employees of the Orange County Supervisor of Election’s Office. Following the manual audit, the Canvassing Board voted unanimously to officially certify the March 13, 2018, City of Apopka General election results.

FUNDING SOURCE:

N/A

RECOMMENDATION ACTION:

Chapter 34 – Elections, Section 34-41 – Canvassing board; canvass and certification of votes, of the City Code of Ordinances requires the Canvassing Board to present the signed certificate containing the number of votes cast for each candidate to the City Council for ratification. The Canvassing Board recommends the Council ratify the official certified results of the General election held March 13, 2018, as presented.

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

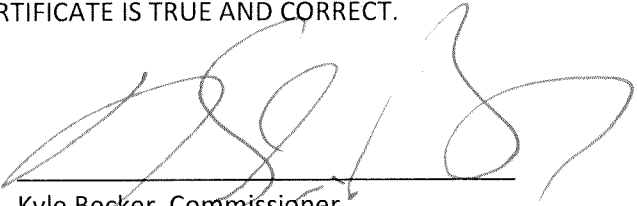
Run Date:03/15/18 02:31 PM

	TOTAL VOTES	%	EV-DS200	AV-AB850	ED-DS200	PV-EARLY	PV-EDAY
PRECINCTS COUNTED (OF 2)	2	100.00					
REGISTERED VOTERS - TOTAL	31,252						
BALLOTS CAST - TOTAL	6,493		62	2,575	3,856	0	0
BALLOTS CAST - BLANK	1	.02	0	0	1	0	0
VOTER TURNOUT - TOTAL		20.78					
VOTER TURNOUT - BLANK							
Apopka Mayor							
(VOTE FOR) 1							
Joe Kilsheimer	2,369	36.60	17	970	1,382	0	0
Bryan Nelson	4,103	63.40	45	1,596	2,462	0	0
Over Votes	3		0	2	1	0	0
Under Votes	18		0	7	11	0	0
Apopka City Council, Seat #1							
(VOTE FOR) 1							
Suzanne Kidd	2,308	37.44	12	985	1,311	0	0
Gene Knight	1,196	19.40	6	428	762	0	0
Theresa Mott	809	13.12	15	341	453	0	0
Alexander H. Smith	1,851	30.03	26	670	1,155	0	0
Over Votes	4		0	1	3	0	0
Under Votes	325		3	150	172	0	0
Apopka City Council, Seat #2							
(VOTE FOR) 1							
Leroy Bell	1,206	19.32	17	375	814	0	0
Alicia Koutsoulieris	218	3.49	1	95	122	0	0
Alice Nolan	2,478	39.70	22	982	1,474	0	0
Diane Velazquez	2,340	37.49	19	996	1,325	0	0
Over Votes	7		0	0	7	0	0
Under Votes	244		3	127	114	0	0

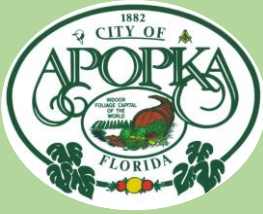
STATE OF FLORIDA – COUNTY OF ORANGE

WE, THE CANVASSING BOARD, DO HEARBY CERTIFY THIS 15TH DAY OF MARCH, 2018, THAT THE FOREGOING RECORD OF VOTES AS SHOWN BY THIS CERTIFICATE IS TRUE AND CORRECT.


Doug Bankson, Commissioner


Kyle Becker, Commissioner


Linda Goff, City Clerk



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: March 21, 2018
FROM: Administration
EXHIBITS: Letter of Intent
11/18/15 Staff Report & Minutes

SUBJECT: KABOOM! LETTER OF INTENT

REQUEST: IF AWARDED THE KABOOM GRANT, THE CITY OF APOPKA AGREES TO ACCEPT THE GRANT AND THE TERMS OUTLINED IN THE LETTER OF INTENT.

SUMMARY:

The City of Apopka has made it to the third round of the selection process for a KABOOM playground at Alonzo Williams Park.

If awarded, the City of Apopka would be responsible for abiding by the KaBOOM! Letter of Intent:

- Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- Submit \$8,500 USD toward the cost of playground equipment
- Own and maintain the playground for its lifetime
- Provide land and secure all necessary permits for construction of playground
- Remove all existing playground equipment currently on site
- Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- Recruit at least 15 community members, residents, and/or parents to participate in the Design Day and planning process
- Recruit 30 volunteers from the community to participate in two preparation days and recruit 100 volunteers from the community to participate on Build Day
- Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- Build the playground through supervised volunteer installation
- Accept liability for and maintain the playground upon build completion
- Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- Indemnify and hold harmless KaBOOM! and the Funding Partner
- Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

If awarded the grant, the playground equipment will be purchased by a dedicated KaBOOM! funding partner. The Kiwanis Club of Apopka has agreed to be the community partner for the playground.

FUNDING SOURCE:

\$8,500 from the Recreation Impact Fee Fund

RECOMMENDATION ACTION:

Agree to accept the KaBOOM! Letter of Intent for Alonzo Williams Park.

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



March 6, 2018

Dear applicant:

Congratulations on making it to the third round of the selection process for the *Build it with KaBOOM!* playground grant! Before moving your application to the fourth and final step in the process, your organization will need to submit the following:

- Signed Letter of Intent, which signifies full contract approval by your organization

At this stage in the selection process, KaBOOM! requires all applicants to review and approve the draft Letter of Agreement (contract). Please have your organization's authorized signatory and any other necessary parties review and approve the attached contract. Once this has been completed, the signatory must sign the Letter of Intent indicating that the contract is fully reviewed and approved and that your organization is prepared to sign an official contract within three business days of being awarded the Build it with KaBOOM! playground grant.

KaBOOM! cannot recommend your application to the Funding Partner until the contract has been approved. Please note that signing the Letter of Intent does not guarantee funding or approval. Rather, we are now able to move you to the final step in the application process.

If you are applying in partnership with one or more organizations, please have each partner sign a separate Letter of Intent. If you have questions about submitting a Letter of Intent for respective partners, please contact your Community Outreach representative.

This is a standard form contract and changes cannot be made. However, if your signatory or any other reviewers have any questions, please direct them to your Community Outreach representative.

We look forward to receiving your signed Letter of Intent.

Sincerely,

Jessica Fagioli, Senior Manager, Community Outreach
(O) 202.464.6097 (F) 202.659.0210
kaboom.org

KaBOOM! Letter of Intent

By signing this document, I understand that if my organization is selected for a KaBOOM! project, my organization will (please initial each point):

- _____ Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- _____ Fundraise \$8,500 USD toward the cost of playground equipment
- _____ Own and maintain the playground for its lifetime
- _____ Provide land and secure all necessary permits for construction of playground
- _____ Remove all existing playground equipment currently on site
- _____ Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- _____ Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- _____ Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- _____ Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- _____ Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- _____ Recruit at least 15 community members, residents, and/or parents to participate in the Design Day and planning process
- _____ Recruit 30 volunteers from the community to participate in two preparation days and recruit 100 volunteers from the community to participate on Build Day
- _____ Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- _____ Build the playground through supervised volunteer installation
- _____ Accept liability for and maintain the playground upon build completion
- _____ Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- _____ Indemnify and hold harmless KaBOOM! and the Funding Partner
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. *Please ensure that the person authorized to sign contracts signs below.*

Legal Name of Organization: _____

Name of Organization to Use in Media: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

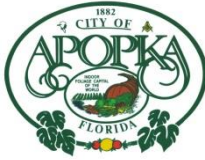
Name:

Telephone number:

Mailing Address:

Email:

Fax:



APOPKA CITY COUNCIL AGENDA
November 18, 2015 7:00 PM
APOPKA CITY HALL COUNCIL CHAMBERS

- PLEDGE**
- INVOCATION - Reverend Richard King of St. James AME Church**
- CALL TO ORDER**
- ROLL CALL**
- AGENDA REVIEW**

Please submit a "Notice of Intent to Speak card" to the City Clerk. Action may not be taken by the Council at this meeting but questions may be answered by staff or issues may be referred for appropriate staff action. If further action is necessary, the item may be placed on the agenda for further review and consideration. NOTE: Zoning or code enforcement matters which may be coming before the Board at a later date should not be discussed until such time as they come before the Board in a public hearing.

Pursuant to F.S. 286.0114, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Council. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Council addresses such items during this meeting. Public comments are generally limited to four minutes.

APPROVAL OF MINUTES:

1. City Council meeting November 3, 2015.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Presentations:

- Artist to present renditions of the Mayor Land Statues. Peter Pasha

CONSENT (Action Item)

1. Approve the Disbursement Report for the month of October, 2015.
2. Approval of CH2M Hill Engineers Inc., proposal for architectural and engineering services. Jeff Plaughter

PUBLIC HEARINGS/ORDINANCES/RESOLUTION (Action Item)

1. Ordinance 2459 – First Reading - Annexation David Moon
2. Ordinance 2460 – First Reading - Annexation David Moon
3. Ordinance 2461 – First Reading - Annexation David Moon
4. Ordinance 2462 – First Reading - Annexation David Moon
5. Ordinance 2463 – First Reading - Annexation David Moon
6. Ordinance 2464 – First Reading - Amending Chapter 46 of the Code of Ordinances Brian Bowman
7. Ordinance 2465 – First Reading - Annexation David Moon
8. Resolution 2015-24 - Invocation Policy for City of Apopka meetings Attorney Andrew Hand

APPROPRIATIONS/DONATIONS/GRANTS

1. O.C. Grant Award - Acceptance of EMS Simulation Training & Debriefing Solution System Wil Sanchez
2. KaBOOM! Grant - Acceptance of the letter of intent and funding Glenn A. Irby

BUSINESS (Action Item)

1. Orange County - 2016 Election Services and Equipment Use Agreement Linda Goff
2. Florida Hospital Apopka - Transportation Improvement Development Agreement David Moon
3. Council
4. Public

MAYOR'S REPORT

ADJOURNMENT



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: November 18, 2015
FROM: Administration
EXHIBITS: Letter of Intent
Project Summary

SUBJECT: KABOOM! GRANT APPLICATIONS

Request: IF AWARDED THE KABOOM! GRANT, THE CITY OF APOPKA AGREES TO ACCEPT THE GRANT AND CONDUCT ENHANCEMENT PROJECTS THAT WILL AIDE IN THE BEAUTIFICATION OF LAKE AVENUE PARK AND ALONZO WILLIAMS PARK.

SUMMARY:

The City of Apopka has been selected to participate in a screening call with KaBOOM!, a non-profit organization that is dedicated to providing children with great places to play. The screening call is the second stage of the selection process and if selected, the City of Apopka would be awarded a grant to purchase new playgrounds for Lake Avenue Park and or Alonzo Williams Park. Two separate applications were submitted and one or both applications may be funded.

If awarded the new playgrounds, the City of Apopka would be responsible for abiding by the KaBOOM! Letter of Intent:

- Assume all responsibilities as outlined in the KaBOOM! Community Partner Project Summary
- Fundraise \$8,500 USD toward the cost of playground equipment
- Own and maintain the playground for its lifetime
- Provide land and secure all necessary permits for construction of playground
- Remove all existing playground equipment currently on site
- Perform site preparation resulting in a flat and dirt surface two weeks prior to Build Day of a site measuring at least 2,500 square feet.
- Perform a utility check prior to Design Day and secure all necessary extensions to ensure the utility check is current through Build Day
- Perform a soil test for lead and arsenic within two weeks of Design Day and perform remediation if necessary
- Use Playworld Systems equipment and accept engineered wood fiber safety surfacing
- Allow names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, measuring 12 ¼ inches wide by 30 ¼ inches tall
- Recruit at least 20 community members, residents, and/or parents to participate in the Design Day and planning process
- Recruit 30 volunteers from the community to participate in two preparation days and recruit 75 volunteers from the community to participate on Build Day
- Provide food, water, tools, a dumpster, and music for volunteers on Build Day
- Build the playground through supervised volunteer installation

- Accept liability for and maintain the playground upon build completion
- Obtain and maintain insurance for the playground and Build Day, and add KaBOOM! and the Funding Partner as additional insureds for the term described in the contract
- Indemnify and hold harmless KaBOOM! and the Funding Partner
- Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

If awarded the grant, the playground equipment will be purchased by a dedicated KaBOOM! funding partner. The Big Potato Foundation and Rotary Club have agreed to adopt Lake Avenue Park and participate in the Community Build. Also, Earth Angels United have adopted Alonzo Williams Park and will conduct the Community Build.

Estimated Costs for Enhancement Projects for each park:

Landscaping	\$1,072/park
Irrigation	\$1500/park
Benches	\$1000 each
Pavilions	\$50,000 each
Grills	\$500 each
Tables	\$1000 each

The specific quantity of enhancement items will be determined after the City of Apopka is awarded the grant and Public Services completes park redesign plans.

FUNDING SOURCE:

General Fund Reserves

RECOMMENDATION ACTION:

Agree to accept the KaBOOM! Letter of Intent. Fund enhancement projects that relate to the beautification of both parks which includes installation of irrigation systems, flower and landscaping. Add additional grills, pavilions, tables, and benches which will contribute to the revitalization of both parks.

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

KaBOOM! Letter of Intent

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- _____ Indemnify and hold harmless KaBOOM! and the Funding Partner
- _____ Follow KaBOOM! protocol on all media and promotions as outlined in the Corporate Sponsorship Policy

Signing this Letter of Intent signifies that all contract signatories have reviewed the draft contract and are prepared to sign a final contract within three business days of being awarded a KaBOOM! playground project. *Please ensure that the person authorized to sign contracts signs below.*

Legal Name of Organization: _____

Name and Title of Signatory (please print): _____

Authorized Signature: _____ Date: _____

Signatory Mailing Address: _____

Contact information for person who should receive KaBOOM! Invoice:

Name:

Telephone number:

Mailing Address:

Email:

Fax:

Build it with KaBOOM! Project Summary



KaBOOM! is the national non-profit dedicated to the bold goal of ensuring that all children, particularly the 16 million American children living in poverty, get the balance of active play they need to become healthy and successful adults. KaBOOM! creates and catalyzes great places to play, inspires, empowers and leads play advocates, and educates and elevates the societal conversation about the importance of play in children’s lives. KaBOOM! has been a powerful champion for play since its founding in 1996, working with partners to build, improve and open more than 15,000 playgrounds, engage more than 1,000,000 volunteers and serve more than 6,600,000 children.

Contents

- [Who’s Who | Getting to Know the PLAYers](#)
- [Project Timeline](#)
- [Site Preparation & Construction](#)
- [Administrative & Legal Responsibilities](#)
- [Community Engagement | The Planning Committee](#)
- [KaBOOM! Corporate Sponsorship Policy](#)

Who's Who | Getting to Know the PLAYers

KaBOOM!

The Community Outreach team at KaBOOM! is responsible for screening and guiding applicants for playground projects through the selection process and ultimately preparing organization/s for a *community-led* play space project. KaBOOM! will:

- Pair partners with a certified playground safety inspector Project Manager & Installer
- Provide coaching and guidance for approximately 8 – 10 weeks of project planning
- Facilitate Design Day in person, leading discussion around community building
- Facilitate Build Week in person, serving as a liaison between partners and vendors
- Support community's relationship with a sponsor, also known as a Funding Partner
- Offer tools and mentorship from our growing [Playmaker Network](#) for the community

Community Partner | That's You!

A Community Partner can be one or several child-serving non-profits serving a high need population in need of a safe place for children to play. We look for Community Partners who have a "Can Do" spirit, are prepared to take on the roles and responsibilities involved in completing a community-built playground project. Community Partners will:

- Build playspace that includes 2500 square foot playground with [enhancement projects](#)
- Form a committee of 10 – 15 community members working as a team on project planning
- Develop meaningful relationships to support community-build planning process
- Own or attain permission to build on available land
- Complete necessary site preparation
- Assume insurance, maintenance, and liability of the new play space
- Research and secure any necessary permits required locally to build play space
- Contribute a cash contribution towards the cost of equipment
- Host Design Day and Build Week

Funding Partner | The Sponsor

KaBOOM! has worked with more than 200 [Funding Partners](#) over the past 18 years to build more than 2,400 playgrounds, creating places to play for an estimated 6.6 million children. Many of our Funding Partners want to make an impact in specific geographic areas, such as where they are based or have a local office, so they designate the city they would like to build in and provide insight into the type of Community Partner with whom they are hoping to work. Funding Partners will:

- Generously donate the majority of funds needed for the playground project
- Select their Community Partner for the play space project
- Commit volunteers to help build the playground alongside community volunteers
- Establish a relationship with their KaBOOM! Community Partner
- Support our collective vision to promote and protect play through their networks

Project Timeline

Confirming Selection

Each Build It with KaBOOM! opportunity is extremely competitive. In order to consider potential organizations, KaBOOM! requires the submission of several key documents before the application is considered complete (see [Administrative & Legal](#)). When a Community Partner is selected by a Funding Partner, the general timeline between notifying Community Partner of their selection and meeting the Project Manager and Funding Partner is two weeks, although in some cases it may be more or less. During this time, selected partner(s) will want to mobilize all that expressed interest in their involvement.

Design Day¹

The official kick off ...this is where the fun begins. It is when we give the true play experts—the *kids*—a chance to tell us what they would like to see on their new playground. Design Day is also the time to rally the community, get them committed to joining the planning committee and ask for their input on the playground design.



1 hr

Site Walk



1 hr

Youth Portion



2+ hrs

Community Meeting



Site Walk | The purpose of the site walk is to familiarize the Project Manager with the site for the new playground with key representatives of the Construction committee and those knowledgeable about site preparation, applicable permitting, and installation decisions.

Youth Portion | This energetic and heartwarming session is where children will be asked to draw and present their dream play spaces! A minimum of 20 children from the direct community and/or served by the partnering organization(s) must be present.

Community Meeting | At least 20 adults should participate in this “town hall” type meeting, with the central goal of Design Day being to finalize a planning committee. Participants should be interested in taking on responsibility during the entire process.

Build Week

Prep Day 1

30
volunteers

8 am – 5 pm

Prep Day 2

30
volunteers

8 am – 5 pm

Build Day

200 – 250
volunteers

8 am – 3 pm


Prep Day volunteers take care of various jobs (unloading playground equipment, cutting lumber for enhancement projects, priming walls for murals, etc.). It is not always necessary to use both Prep Days if everything is accomplished on Prep Day 1, but you should be prepared to recruit for both days. **Build Day** typically runs from an 8 am arrival on site to a 3 pm ribbon cutting ceremony. Volunteers should plan to stay for the duration of the day.

¹ Following Design Day, the Project Manager will submit the community’s wish list to Playworld Systems. Playworld’s designers will produce three (3) custom designs and the community will be responsible for picking the winning design.

Site Preparation & Construction

Construction Committee

The goal of this team is to prepare the site for the build and get the tools and materials needed as introduced during outreach and implemented during the planning process.

- 1. Site preparation** – The Community Partner is responsible for the completion of site preparation. The entire playground footprint must be prepared to a flat, dirt surface with no more than a 2% grade and any existing playground equipment within this footprint must be removed. Different ground surfacing involves alternative preparation expectations that would be discussed during screening. Test holes will be requested by the Project Manager to get a sense for the challenges around hole digging. This must all be completed at least **two weeks before Build Day**.
- 2. Soil Testing** – If selected, The Community Partner must have the soil tested of proposed playground site for levels of lead and arsenic prior to the Design Day. Partners may identify the lab of choice as long as they test for lead and arsenic. Past Community Partners have used the following company with success: testamericainc.com/locations/locationmap.htm. It is the community partners' responsibility to have the results analyzed according to local standards to see if the levels are acceptable. *If levels are too high, it is the Community Partner's responsibility to remediate the soil appropriately.*
- 3. Utility Check** – If selected, the Community Partner must have public and private utility checks completed. The public utility check should be a free service from utility providers. The first check must happen right after a site is selected and **completed by Design Day** so any utility lines that will affect the design of the playground can be taken identified when the playground is designed. It is the responsibility of the Community Partner to extend the utility check to cover the Build Week, when holes will be dug for the playground.
- 4. Signage** – A sign welcoming visitors to the playground will be installed near the entrance of the playground. The Welcome Sign is two-sided and measures 30.25 inches by 12.25 inches. The language on the sign will include the appropriate age range of the playground as decided by the Community Partner as well as the organization's logo(s) and the logos of KaBOOM! and the Funding Partner.
- 5. Tools** – The community is collectively responsible for providing the tools necessary for the Prep Days and Build Day. We encourage communities to find ways to gather the required tools through lending and by involving other community groups or members in the project, saving the cost of purchasing the tools. Some cities have public tool banks, which is a great place to start.

Sample Tool List & Sample Pictures

Wheelbarrows (15)	6' & 8' Step Ladders (2 – 3 each)
Spade shovels (30)	4 lb. Mini Sledge & 8 lb. Sledge Hammers (2 each)
Rock/metal rakes (30)	Claw Hammers (10)
Digging bars (2 - 3)	Tamps (3)
Manual post hole diggers (5)	Corded Drills (10+)
Cement (or garden) hoes (15)	Cordless Drills with Chargers (5+)
Garden hoses (2 - 3) with Spray Nozzles	25' & 100' Extension Cords (5 each)
Power Strips/Cord Splitters (5)	Garbage Cans (3-5)
Pop Up Tents (4)	Tables (15) & Chairs (60)



Skid Steer (1)



12" & 18" Auger Bits



Spade Shovels



Metal Rakes



Cement Mortar Hoes



Wheelbarrows



Manual Post Hole Diggers



Digging Bar



Tamp



12" Miter Saw



Drills (Cordless / Corded)



6' & 8' Step Ladders

Sample Enhancement Projects

Work with a KaBOOM! Project Manager to identify projects that will transform your outdoor space for community gatherings and activities. More examples can be found on our [website](#).



Mendocino Bench



Picnic Tables



Planter Bench



Wooden Shade Structure



Asphalt Games / Painting



Gardening

Administrative & Legal Responsibilities

1. **Community Partner Agreement** – KaBOOM! requires potential Community Partner(s) to review and approve the draft Community Partner Agreement by any legal or board review, before moving ahead in the competitive application process. Referred to as a *Letter of Agreement (LOA)*, we cannot fully consider any organization until this document has been reviewed and approved by all necessary parties. You do not need to fill out the template. **Please direct any questions or comments to your Community Outreach team member immediately.**
2. **Land Ownership** – Community Partners must provide either proof of land ownership (a copy of the deed, tax records, or a property survey) or a copy of their current lease and a Letter of Permission from the landowner. KaBOOM! will provide the template letter in the latter case.
3. **Insurance** – Community Partners must be able to provide insurance for the playground amounting to one million dollars in commercial liability insurance or equivalent, as well as add KaBOOM! and the Funding Partner as ‘additional insured’ parties for the Build Week and one year thereafter. Proof of insurance must be submitted to KaBOOM! 30 days prior to the Build Day. Insurance is not required to be in place until Build Week. For self-insured entities, the self-insurance must be primary for the same amount of time. It is imperative that applicants check in with their insurance broker to ensure this can be completed.
4. **Permitting** – Community Partners must determine whether or not they need a permit to build a playground at the proposed site. Identifying the process for obtaining and ultimately obtaining a permit (if applicable) can be time consuming; it is important to understand these requirements during the selection process, so that KaBOOM! and the community partner can meet timelines required by any applicable permit. Prior to the KaBOOM! Build Day, securing a permit is the sole responsibility of the Community Partner.
5. **Community Contribution** – Community Partners are responsible for raising a financial contribution of \$8,500 for the project, which may be raised using a combination of existing funds, grassroots fundraising and local business support.² This cash contribution is due to KaBOOM! 30 days before the Build Day and goes directly toward the playground equipment costs.
6. **Playground Surfacing** – *Build it with KaBOOM! Grants* include Engineered Wood Fiber (EWF). EWF is safe and ADA compliant under play structures, as long as it is regularly raked to an even, deep distribution. Community Partners interested in alternative forms of safety surfacing are responsible for fully securing the funds for site preparation, completing site preparation in advance, purchase, and installation of alternative safety surfacing.

² KaBOOM! encourages Community Partners to reach out to local organizations for support, but please be aware that KaBOOM! enforces a **Corporate Sponsorship Policy** which we ask all Community Partners to abide by to ensure that the Funding Partner receives primary acknowledgement and that no competitors of the Funding Partner are solicited for support.

Community Engagement | The Planning Committee

Planning Committee³

Committee Chairs and the Planning Committee make up the core of every KaBOOM! project. If selected, Community Partners are responsible for identifying Chairs and recruiting 10-15 committed individuals who will drive the project forward to ensure success, as well as focusing on the lasting impact the project can have on the community. Planning Committee members should be available to participate in a one-hour weekly conference call with the Funding Partner and KaBOOM! Project Manager as well as commit to time in-between calls to fulfill responsibilities.

A toolkit with resources for all planning committee teams can be found on our website, [here](#).

The Planning Committee will be broken down into the following Leaders & Teams

Main Points of Contact / Committee Chairs

- Champion community engagement throughout the process
- Track & celebrate the community's accomplishments on a weekly basis

Play Chair

- Identifies a volunteer to lead a playful warm-up during Build Day kick-off
- Develop ways for children to participate in the project from the beginning to the end
- Teach & mentor youth about volunteerism & instilling ownership of the playground
- Facilitate play activities into the planning process build day and post-build
- Criteria: creative, responsible and good with children

We've heard from our alumni that there is significant impact made on the individual child who is a part of the planning and implementation of a KaBOOM! project. Ideas for encouraging and supporting youth involvement are available on our [website](#).

Recruitment Team

- Helps recruit 30 volunteers on Prep Day 1 and Prep Day 2
- Helps recruit and track anywhere from 75 – 200 community volunteers for Build Day
- At least half of the volunteers should be community members, residents, and/or parents
- Secures a sound system with mic to play music and make announcements during build day
- Identifies a photographer and/or videographer to document Build Day

Fundraising Team

By contributing to the project financially, the community gains greater ownership of their playground and this helps ensure long term care and maintenance.

- Prepares a solicitation letter and distributes to potential community supporters
- Hosts fundraising events that encourages broad community support and contribution
- Tracks donations and submits payment of \$8,500 to KaBOOM! in a timely fashion

³ At least 50% of the Planning Committee must be **non-staff**, including parents, grandparents or guardians of children served by the partnering organization, as well as interested residents and community members.

Food Team

This team will build new relationships and help shine a light on the project and the great work communities are doing with businesses that are a part of the community.

- Feeds volunteers a healthy and easy to serve breakfast & lunch all 3 days of build week
- Provides healthy snacks & beverages to keep volunteers hydrated all 3 days of build week
- Develops a plan for serving, distributing, and cleaning up a designated food area
- Ensures that there are suitable vegetarian options

Logistics Team

- Secures a storage area to store the equipment once it is delivered⁴
- Ensures restrooms are accessible for volunteers
- Identifies running water & electrical sources for build week
- Secures a 40 cubic yard dumpster and recycling container
- Knowledgeable about what debris from Build Day can be recycled or reused
- Develops a plan for on-site safety
- Secures a First Aid/CPR certified volunteer for each day of build week

PR Team

This team will be responsible for presenting this project to the community at large and to volunteers on Build Day.

- Participates in a PR specific call approximately 2 weeks after Design Day
- Generates press, publicity and social media materials announcing the project
- All materials must be sent to your KaBOOM! Project Manager prior to distribution

KaBOOM! Corporate Sponsorship Policy

Please be aware that KaBOOM! has a Corporate Sponsorship Policy that all Community Partners must abide by to ensure that contributions from the Funding Partner are appropriately acknowledged:

- Volunteers recruited from organizations or companies should be in groups of 10 or less
- No branded clothing or signage from groups other than the Community and Funding Partner may be worn during build week
- Volunteers cannot wear any hats, shirts, buttons, etc. identifying them as part of another group or organization
- Only the Funding Partner, Community Partner and KaBOOM! will have permanent signage or recognition on the project site
- Community Partners cannot solicit support from direct competitors of the Funding Partner
- If a restaurant donates food, they may include menus or cards on the serving table
- Other organizations and companies may be thanked by making one large banner recognizing all project supporters

⁴ In most cases, the KaBOOM! project budget can cover the expense of a temporary storage container, its delivery and pick-up from site.

CITY OF APOPKA

Minutes of the regular City Council meeting held on November 18, 2015, at 7:00 p.m., in the City of Apopka Council Chambers.

PRESENT: Mayor Joe Kilsheimer
Commissioner Bill Arrowsmith
Commissioner Billie Dean
Commissioner Diane Velazquez
Commissioner Sam Ruth
City Attorney Andrew Hand
City Administrator Glenn Irby

PRESS PRESENT: John Peery - The Apopka Chief
Bethany Rodgers, Orlando Sentinel

INVOCATION – Commissioner Dean introduced Reverend Richard King of St. James AME Church, who gave the invocation.

PLEDGE OF ALLEGIANCE – Mayor Kilsheimer said in the fall of 1620, more than 100 Pilgrims set sail from England on the Mayflower and made landfall two months later in Plymouth, Massachusetts. The Pilgrims lost half their group during the first winter. With the help of two members of local Native American Tribes, the settlers were able to successfully farm the lands and by the following autumn, they reaped a bountiful crop. To celebrate the harvest and to give thanks, Governor William Bradford called for a feast and invited the local Native American Tribes who worked alongside the Pilgrims to sustain their Colony. The Tribes and the Pilgrims hunted together and feasted for three days. It became a tradition for colonists to celebrate the harvest annually with the feast of Thanksgiving and President Abraham Lincoln proclaimed the final Thursday in November to be a national holiday in 1863. However, Franklin D. Roosevelt signed a joint resolution of Congress in 1941, which established the fourth Thursday of November as a national holiday, the day we currently celebrate as Thanksgiving. He asked everyone to reflect upon the spirit and collaboration between the Pilgrims and Native American Tribes that made it possible for Plymouth to flourish and for our nation to give thanks as he led in the Pledge of Allegiance.

APPROVAL OF MINUTES

1. City Council meeting November 3, 2015.

MOTION by Commissioner Ruth and seconded by Commissioner Velazquez to approve the minutes from the City Council meeting of November 3, 2015. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC/STAFF RECOGNITION AND ACKNOWLEDGEMENT

Presentations:

1. Artist to present renditions of the Mayor Land Statues – Mr. Peter Pasha presented scale model maquettes of the Mayor John Land statues. One will be a larger than life statue of

Mayor Land standing and will be on the front lawn of City Hall. The other is a life size statue that will be on a bench in Kit Land Nelson Park.

It was the consensus of the Council to proceed with the final product.

CONSENT

1. Approve the Disbursement Report for the month of October, 2015.
2. Approval of CH2M Hill Engineers Inc., proposal for architectural and engineering services.

Item 2 was pulled for discussion and comments from the public.

Suzanne Kidd said this was for a building that will replace the building at Alonzo Williams Park and she questioned if this was for the actual services for CH2M Hill to put the drawings together or was it the actual projected cost for the building. She further inquired what specifications the City submitted with regards to ceiling height, how the square footage was determined, and if there was any opportunity for a concerned citizen to have any input.

Mayor Kilsheimer advised this amount was for the drawings. He stated there could be a process determined to receive input.

Commissioner Dean inquired if there were any bids for the company that was selected.

City Administrator Irby affirmed the City had previously short listed two engineering firms for continuing services contracts. CH2M Hill was one of the firms shortlisted and is under a continuing services contract. They were chosen for this process as they have an architect on staff. He advised we are counting upon a CDBG \$750,000 grant to make these improvements and we are on a deadline to submit the architectural drawings which are a requirement of the grant.

Commissioner Dean inquired why the City cannot set aside \$750,000 in case we are not awarded the grant so that we can move forward with this building.

Mayor Kilsheimer said if the City is not awarded the grant, the option of allocating the \$750,000 can be done. The time limit is upon submitting the grant application and we need to obligate the funds for the design in order to submit the grant.

Commissioner Arrowsmith said it was unfortunate the position the City is in with being limited to two firms and only one having an architect on board. He felt \$100,000 for a 30 foot building was exorbitant and it is a gamble. He said if it was up to him to come up with \$750,000, he would spend these funds on a new fire station.

Mayor Kilsheimer affirmed the City of Apopka has not applied for a CDBG grant in more than 10 years. The likelihood of receiving the grant is high. He advised Mr. Irby worked on bringing the fee down to a more reasonable one. He inquired if this was postponed for two weeks would it compromise the schedule for the grant.

Mr. Irby affirmed this grant would include more amenities that just the building.

Jeff Plaughter advised the grant is due the first week in March and if we miss this round, there is no guarantee there will be another chance as the CDBG is legislative driven. He explained we are applying for a small city grants and there are a lot of pluses with this grant.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to approve the 2 items on the Consent Agenda.

David Hoffman inquired if he heard correctly the \$90,000 was for architectural drawings and the \$750,000 was for the construction to which Mayor Kilsheimer advised the total grant was \$750,000 and that would go toward the building and other amenities.

Ray Shackelford asked Council to move forward with this project and applauded their efforts for applying for grant funds.

Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

PUBLIC HEARINGS/ORDINANCES/RESOLUTIONS

1. **Ordinance 2459 – First Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2459

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY JTD LAND AT ROGERS RD., LLC, LOCATED AT 2303 ROGERS ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Dean, to approve Ordinance No. 2459 at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. **Ordinance 2460 – First Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2460

AN ORDINANCE OF THE CITY OF APOPKA FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO

**ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE
HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN
ORANGE COUNTY, FLORIDA, OWNED BY HUY TRAN AND HAI
ANH NGUYEN, LOCATED AT 904 SCHOPKE LESTER ROAD;
PROVIDING FOR DIRECTIONS TO THE CITY CLERK,
SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE**

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Velazquez, and seconded by Commissioner Ruth, to approve Ordinance No. 2460 at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

3. **Ordinance 2461 – First Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2461

**AN ORDINANCE OF THE CITY OF APOPKA FLORIDA, TO
EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX
PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER
DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY,
FLORIDA, OWNED BY PROPERTY INDUSTRIAL ENTERPRISES,
LLC, LOCATED AT 300 WEST 2ND STREET; PROVIDING FOR
DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS,
AND AN EFFECTIVE DATE.**

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Dean, and seconded by Commissioner Velazquez, to approve Ordinance No. 2461 at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

4. **Ordinance 2462 – First Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2462

**AN ORDINANCE OF THE CITY OF APOPKA FLORIDA, TO
EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX
PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER
DESCRIBED LANDS SITUATED AND BEING IN ORANGE
COUNTY, FLORIDA, OWNED BY DEBRA EVANS CARGIL,
LOCATED AT 202 SOUTH HAWTHORNE AVENUE; PROVIDING
FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY,
CONFLICTS, AND AN EFFECTIVE DATE.**

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez, to approve Ordinance No. 2462 at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

5. **Ordinance 2463 – First Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2463

AN ORDINANCE OF THE CITY OF APOPKA FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY APOPKA CLEAR LAKE INVESTMENTS, LLC, LOCATED SOUTH OF PETERSON ROAD AND WEST OF BINION ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez, to approve Ordinance No. 2463 at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

6. **Ordinance 2464 – First Reading – Amending Chapter 46 of the Code of Ordinances.** The City Clerk read the title as follows:

ORDINANCE NO. 2464

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA AMENDING CHAPTER 46, “FIRE PREVENTION AND PROTECTION” OF THE APOPKA MUNICIPAL CODE, BY AMENDING ARTICLE III, “FIRE CODES AND STANDARDS”, SECTION 46-76 TO ADOPT THE FLORIDA FIRE PREVENTION CODE (NFPA 1) AND THE LIFE SAFETY CODE (NFPA 101) BY REFERENCE; AMENDING SECTION 46-78, THE FLORIDA FIRE PREVENTION CODE, CHAPTER 13, “FIRE PROTECTION SYSTEMS”, PARAGRAPH 13.3.1.2, “GENERAL”; PROVIDING FOR DIRECTIONS TO THE CITY CLERK; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Brian Bowman gave a brief lead in stating this has been in place since 1996 and benefits the community as it is a safety and strict sprinkler ordinance. This ordinance is updating the standards.

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to approve Ordinance No. at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

7. **Ordinance 2465 – First Reading – Annexation.** The City Clerk read the title as follows:

ORDINANCE NO. 2465

AN ORDINANCE OF THE CITY OF APOPKA FLORIDA, TO EXTEND ITS TERRITORIAL AND MUNICIPAL LIMITS TO ANNEX PURSUANT TO FLORIDA STATUTE 171.044 THE HEREINAFTER DESCRIBED LANDS SITUATED AND BEING IN ORANGE COUNTY, FLORIDA, OWNED BY JERRY KIRKLAND AND LANNETTE KIRKLAND, LOCATED AT 3707 ROCK SPRINGS ROAD; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Mayor Kilsheimer opened the meeting to a public hearing. No one wishing to speak, he closed the public hearing.

MOTION by Commissioner Velazquez, and seconded by Commissioner Dean, to approve Ordinance No. 2465 at First Reading, and carry it over for a Second Reading. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

8. **Resolution 2015-24 – Invocation Policy for City of Apopka meetings.** The City Clerk read the title as follows:

RESOLUTION NO. 2015-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, REGARDING A CEREMONIAL OPENING INVOCATION AND RECITATION OF THE PLEDGE OF ALLEGIANCE AT COUNCIL MEETINGS PRIOR TO OFFICIAL POLICYMAKING AND LEGISLATIVE FUNCTIONS; ADOPTING A POLICY OF NON-EXCLUSION AND SELECTION OF VOLUNTEER INVOCATION SPEAKERS AND A DIVERSITY OF VIEWPOINT AND NON-EXCLUSION OF THOSE IN ATTENDANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

City Attorney Andrew Hand advised the changes from the last meeting are slight and are mainly nuances. He said there is now a specific reference to an opening ceremony that has been incorporated throughout the resolution. This comports with Supreme Court Justices' acknowledgement that invocations are part of a ceremonial meeting. He reviewed the highlights of the resolution and advised references of places of worship has been broadened.

Mayor Kilsheimer said he believed it was important to preserve our ability to hold invocations.

In response to Commissioner Velazquez inquiring if the Council will continue to rotate with regards to inviting one to give the invocation, Mayor Kilsheimer said they would still rotate, but there will be a database maintained to choose from.

Commissioner Arrowsmith said in the rare occasion the individual does not show up, you have the right to have a moment of silence or dispense with the invocation.

Mayor Kilsheimer opened the meeting to public participation.

Barb Zakszewski spoke regarding the ceremonial opening and recitation of the Pledge of Allegiance, stating cities and government entities were scrambling to develop inclusive invocation policies that celebrate diversities. She declared we were twisting ourselves up in knots rather than tackling real city business and said if you support the policy, you must be prepared to defend the right for all groups to have their say. She stated she supported a moment of silence in lieu of an invocation.

Tenita Reid said this was a very emotional issue and we all value our freedoms to worship on what we believe. She said we should listen to and take the attorney's advice to have a moment of silence.

Suzanne Kidd said since the City seems determined to enshrine the practice of invocations into city policy with this resolution, rather than taking the more pragmatic route of simply providing a moment of silence, she would like to add her comments and point out two potential pitfalls. One positive direction she saw was that citizens will have the choice to stand or not during opening ceremonies. She stated she would hope the option to leave will not be publically announced. She expressed concern that individual citizens unaffiliated with any group or belief system, yet with the same civic spirit and goodwill as any religiously affiliated speaker on the approved database will, by the wording of the speaker selection section, be excluded from the process. She further expressed concern of diversity by utilizing the database on a first serve, first come basis.

Dale Fenwick said silence is not an option and the proposed policy was the right one for our community. He said this has been crafted in compliance with decisions from the Supreme Court. He said seeking divine guidance on public deliberations predates the founding of our nation and remains a vital part of our governing bodies. He spoke to the Supreme Court rulings in the Town of Greece with regards to spiritual needs of lawmakers connecting them to a tradition dating to the time of the framers of the Constitution. He affirmed a moment of silence states we have given in and requested this resolution be approved.

Pastor Doug Bankson thanked the City Commission and Attorneys for working hard on this matter. He said our freedom of speech and freedom of religion is what is at stake here and it was the first foundation in our Bill of Rights. He stated this policy is the right move rather than to be silenced.

Ray Shackelford spoke in agreement to some of the comments he heard from Suzanne Kidd and said his concerns are not whether we continue to have prayers from local pastors and citizens, but rather what we do after we hear those prayers.

Tony Foster said this was new to him and it is ironic that he was talking about the power of prayer earlier today. He said while he understands the legalities regarding prayer and schools, and he was not necessarily backing the resolution, but he was backing prayer and stated silence hides who we are.

Reverend King spoke regarding this, stating silence was not an option.

No one else wishing to speak, Mayor Kilsheimer closed the public input.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve Resolution No. 2015-24.

Commissioner Arrowsmith pointed out that this administration has had 126 votes and fewer than 10 were not unanimous.

Commissioner Dean said he was not against prayer, but he felt with silent prayer no one is discriminated against.

Motion carried 4-1 with Mayor Kilsheimer, and Commissioners Arrowsmith, Velazquez, and Ruth voting aye, and Commissioner Dean voting nay.

APPROPRIATIONS/DONATIONS/GRANTS

1. O.C. Grant Award – Acceptance of EMS Simulation Training & Debriefing Solution System

Will Sanchez gave a brief presentation of the full body EMS system Metiman grant being awarded by Orange County Medical Director. He said this provides the best patient care to the community. He advised the original cost was \$68,000 and by researching, they were able to locate a demo version in the amount of \$40,000. By approving this grant it will be fully funded and there will be no cost to the city. Ownership will be taken in mid-December.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Velazquez, to accept the grant. Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. KaBOOM! Grant – Acceptance of the letter of intent and funding.

Glenn Irby reported the City has been selected to participate in a screening with KaBOOM!, a non-profit organization that is dedicated to providing children with places to play and if selected, the City of Apopka would be awarded a grant to purchase new playgrounds for Lake Avenue Park and/or Alonzo Williams Park. There were two separate applications submitted and the first will be for Lake Avenue Park. The City will fundraise \$8,500 toward the cost of the playground equipment and will own and maintain it. We provide the land and secure necessary permits, remove existing playground equipment, and recruit community volunteers to help construct the playground. Staff is requesting approval to accept the KaBoom! Letter of Intent.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to direct staff to continue the process of application. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

BUSINESS

1. Orange County – 2016 Election Services and Equipment Use Agreement

Linda Goff, City Clerk, said this was the standard Services and Equipment Use Agreement with the Supervisor of Elections. The General Election will be at no or minimal cost to the City, as it is in conjunction with the Presidential Preference Primary, however, in the event there is a Run-off Election, the City would assume associated costs.

MOTION by Commissioner Ruth, and seconded by Commissioner Velazquez to approve the 2016 Election Services and Equipment Use Agreement as presented. Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

2. Florida Hospital Apopka – Transportation Improvement Development Agreement

David Moon, Planning Manager, gave a brief lead in for the Florida Hospital Apopka Transportation Improvement Development Agreement. He advised on November 19, 2014, the City Council approved the Transportation Improvements Development agreement with Adventist Health Systems\Sunbelt, Inc. This is the first amendment to that agreement. He advised staff is recommending approval of the agreement.

In response to an inquiring of Commissioner Velazquez, Mr. Moon advised 11% will be covered by the Hospital's cost and the other 89% are general impacts of traffic from the surrounding area. However, that improvement qualifies for impact fee credits or transportation impact fee funds, as defined within the agreement.

MOTION by Commissioner Arrowsmith, and seconded by Commissioner Ruth, to approve the Transportation Improvement Development Agreement with Florida Hospital, Apopka.

Suzanne Kidd inquired how the cost share of 11% from the Hospital versus 89% from the city is coming; stating it was no cash out of pocket, but it was impact fees that are not going to be coming to the city that under ordinary circumstances would be. Also, the proposal calls for landscaping, hardscaping, and irrigation maintenance to be assumed by Florida Hospital, unless the city assumes the costs. She inquired if the city was assuming the maintenance costs. It also mentions this will only move forward if the city and the county are able to have an agreement for the city to take over the maintenance of Ocoee Apopka Road. She further inquired about the Harmon Road extension.

Mr. Moon advised Ocoee Apopka Road is a county road and they currently maintain it from the intersection of Binion Road to downtown Apopka. Negotiations are currently underway to have that transferred to the city to maintain. He advised eventually, with annexations, the city would be taking it over. This jurisdiction allows the city to control the driveway cuts. He advised the Hospital has agreed to maintain the landscaping for a certain period of time.

Motion carried unanimously with Mayor Kilsheimer and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

3. Council

Commissioner Ruth inquired about the outcome of the property required at Plymouth Sorrento and Lester Roads in order to place a signal in that area.

Mayor Kilsheimer advised this was still under discussions and they were awaiting a response. He stated a quick take was also being looked into.

MOTION by Commissioner Ruth, and seconded by Commissioner Arrowsmith, to direct the City Attorney to begin the process of a quick taking of the southwest corner of Plymouth Sorrento and Lester Roads. Motion carried unanimously with Mayor Kilsheimer, and Commissioners Arrowsmith, Dean, Velazquez, and Ruth voting aye.

4. Public

Reverend Richard King presented a video and a Community Resolution on One Apopka submitted by the South Apopka Ministerial Alliance. He asked the Council to consider the contents of the resolution and what improvements need to be made.

Mayor Kilsheimer advised the city was already making progress on two of these items; one being policies and procedures for all city owned community centers. He reported the Summer Youth Jobs Program funding has been increased and Career Source of Central Florida has committed \$100,000 to the Apopka Youth Works Program and there will be enough for 75 positions. He advised Dr. Jackson has been working on this program and credited her for almost doubling the scope of the program. He said the City is moving forward on these matters.

Commissioner Dean said he would like to recognize and thank the community leadership in coming forward with a thoughtful and objective presentation. He said he especially liked that it addressed all of the citizens of Apopka. He stated he would hope all of his colleagues would be mindful of the issues addressed in this resolution.

Ed Poirier said he came here tonight to request some help, saying his wife died of cancer four months ago. He lives on Park Glen Circle and said his street had quite a bit of cancer going on. He stated the Mayor was kind enough to reach out to him a couple of months ago and brought in some people from the Department of Health. Mr. Poirier stated the Department of Health promised to provide some statistics for Apopka Cancer cases that have never been received. Mr. Poirier stated another gentleman at the meeting promised to go to his house and conduct a study. He advised this person came to his house and told him he would be taking water and soil samples. He received an email from him a week later, only to be told their investigation was over and they did not find anything. He said he was here because he has asked the Mayor to petition the State Department of Health to come back and finish their job. He affirmed in his research he has found the City only tests for pesticides once every three years. He said even though certain items may not be regulated, the City has a moral obligation to their citizens to let them know there may be a health risk with some of the water. He reiterated he was here to ask the City to go back and request the Department of Health finish the job they started. He said it was important for the City to find the funding to conduct this testing from an independent agency.

Mayor Kilsheimer said he has been working with Mr. Poirier over the last several months and during that time he has learned a lot about the water and how the Health Department evaluates and investigates cancer clusters. He affirmed there is a 48 page document that the Federal CDC publishes that states exactly how state health departments should investigate cancer clusters. There are six conditions that must be met and it is a four step process of investigating cancer clusters and every step along the way has a threshold that must be met. He affirmed he called in the Department of Health that came and met with Mr. Poirier and took his information. He said the pertinent paragraph in this states: "There are a number of factors that do not support the need for further investigation and those include: the State Department of Health should not proceed if the types of cancers that have been reported are different types of cancers, not known to be related to one another, or are a few cases of very common cancers, or if there is a lack of a plausible environmental cause." He reiterated this is not the City of Apopka, the State Department of Health, but it is the Federal Government laying down instructions on how to investigate cancer clusters. He stated with Park Glen Circle there are two cases we know of where two women passed away of breast cancer as the confirmed cases. There are not seven confirmed cases.

Mr. Poirier said there were seven cases and ten people were about to die. He walked out stating he was all done talking to the Mayor, declaring he would be back the next meeting.

Mayor Kilsheimer said the bottom line was the Florida Department of Health was called in and said there was no evidence of a cancer cluster on Park Glen Circle. The Florida Department of Environmental Protection came in and checked all of our records and

procedures at the Grossenbacher Water Plant and it was well within the established limits. They also went to Park Glen Circle and went to the home of the Breck family and measured the chlorine and it was within limits.

Debbie Turner, from the Debbi Turner Cancer Resource Center in Apopka, said she wanted to explain to this community that she has 85 children in middle school and high school that they host on a weekly basis at the Cancer Center whose parents have been diagnosed with cancer. This past year she has done 65 extra team groups because the children are coming in to the Center asking why their parents have cancer and if they drink the water in the City will they die, too. She said this community needs to band together and realize the facts of this. She affirmed she researched from Yale University, Duke University, and the National Cancer Institution and there is not one case ever documented that drinking water causes cancer or death. She said she is personally a cancer survivor and understands a grieving family. When you are grieving you try to blame someone and she stated the blame is not on the City, but on the disease of cancer.

Ray Shackelford said in his lifetime he has worn many hats. One hat worn in the past was serving on a statewide environmental justice commission that looks at causes of cancer throughout the State of Florida. Based upon their research, the contaminants in water can cause cancer. He applauded the Mayor's efforts in reaching out to this family. He said with regards to the Community Resolution, it embraces a reality for progress that all people in all communities must be involved in the economic development process and management within city government. He asked how often they can expect an update on the action items listed on the resolution.

Commissioner Dean inquired if the Council was going to act on this resolution.

Mayor Kilsheimer said it has not been forgotten and reiterated that the two items of progress have been made. He said this was not a resolution by the government of the City of Apopka, it was by the South Apopka Ministerial Alliance. He further declared, he takes everything the Ministerial Alliance says seriously and we are working on these items on an individual basis. He pointed out a Charter Review process was completed in 2013.

Rod Love commended Pastor King and the South Apopka Ministerial Alliance as it relates to this resolution. He said you have to give City Council credit where credit is due and this has been addressed. He spoke with regards to Chief McKinley and his being aggressive and the Fire Department and their academy reaching out to diversify.

Discussion ensued regarding Minority Diversity studies and the City of Apopka not being able to join with the City of Orlando on their study.

Ray Shackelford said the lobbyist stated we should be able to put language in the document related to the town center project about minority women and veteran contractors. If able to put language in that document, we should be able to reach out to the contractors in general.

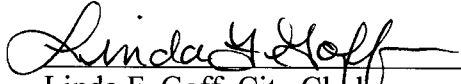
Ed Hollingsworth said he was trying to improve the look of the Chuck Wagon and has met with city planners to try and get a mural on the dumpster wall to the back of the building. He stated he was told by moving the logo or name it would then be considered artwork. He showed the artwork he was trying to get improved and said he was here to ask Council to give him permission to do a mural. He said he was trying to clean the area and have outdoor seating.

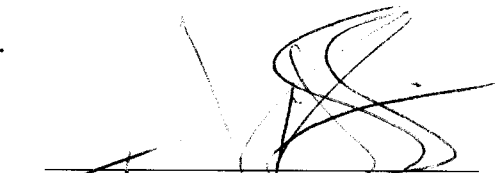
Mayor Kilsheimer thanked Mr. Hollingsworth for coming and asked him to meet with Mr. Irby to work through this process and a compromise.

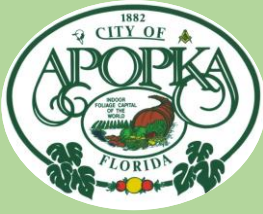
MAYOR'S REPORT – No report.

ADJOURNMENT –The meeting adjourned at 9:36 p.m.

ATTEST:


Linda F. Goff, City Clerk


Joseph E. Kilsheimer, Mayor



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: March 21, 2018
 FROM: Police Department
 EXHIBITS: Agreement

SUBJECT: PRIVATE STREET AGREEMENT FOR CLEAR LAKE LANDINGS

REQUEST: AUTHORIZE THE POLICE CHIEF TO EXECUTE A TRAFFIC ENFORCEMENT AGREEMENT WITH THE CLEAR LAKE LANDINGS HOMEOWNER'S ASSOCIATION TO ENFORCE TRAFFIC LAWS PURSUANT TO FLORIDA STATUTE.

SUMMARY:

The Police Department has been approached by the Clear Lake Landings Homeowner's Association controlling the private roads within the Clear Lake Landings Neighborhood, to enforce municipal and state traffic codes and laws within the gated neighborhood. Florida State Statute 316.006(2)(b) allows for a municipality to exercise jurisdiction over any private road within its boundaries if the municipality and party owning such road enter into a written agreement approved by the City Council. A copy of the agreement has been executed by the Homeowner's Association and is attached.

FUNDING SOURCE:

Not Applicable.

RECOMMENDATION ACTION:

Ratify the agreement and authorize the Police Chief to execute the agreement on behalf of the City.

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 |

**AGREEMENT FOR
TRAFFIC CONTROL ON PRIVATE ROADS**

This Agreement for Traffic Control on Private Roads located in the gated community of CLEAR LAKE LANDING is entered into by and between the City of Apopka, Florida (hereinafter referred to as the "City"), and CLEAR LAKE LANDING HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "CLEAR LAKE LANDING").

WITNESSETH:

WHEREAS, the CLEAR LAKE LANDING owns fee simple title to all the private roadways lying within a gated community (hereinafter "Private Roads") more specifically described in a sketch of the property to be provide to the City of Apopka Police Department. These private roadways are located within the corporate limits of the City of Apopka; and

WHEREAS, pursuant to state statute, the City does not have traffic control jurisdiction over private roads such as those owned by CLEAR LAKE LANDING; and

WHEREAS, Section 316.006(2)(b), *Florida Statutes*, provides that a city may exercise jurisdiction over any private roads if the city and the party owning such roads provide for city traffic control jurisdiction by a written agreement approved by the City Council; and

WHEREAS, the CLEAR LAKE LANDING wants the City to exercise traffic control jurisdiction over traffic offenses upon the Private Roads; and

WHEREAS, the City of Apopka Police Department is willing to exercise traffic control jurisdiction over traffic offenses upon the Private Roads; and

WHEREAS, the City of Apopka believes that a public purpose is served by enforcing traffic laws within the private roads owned by CLEAR LAKE LANDING; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement.

NOW, THEREFORE, in consideration of the covenants and conditions herein, the City and CLEAR LAKE LANDING hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.

2. **TRAFFIC CONTROL JURISDICTION.** The City agrees to exercise jurisdiction over traffic offenses upon the Private Roads pursuant to the terms and conditions expressed in Section 316.006(2)(b), *Florida Statutes* and as amended. The foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the Private Roads. All decisions regarding the level of traffic enforcement on the Private Roads and staffing related thereto shall be within the sole discretion of the Chief of Police.

3. **TRAFFIC CONTROL SIGNAGE.** CLEAR LAKE LANDING shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate signage along said roads. Such signage must comply with Department of Transportation requirements prior to any enforcement action. The City shall enforce the speed limits consistent with Section 316.183, Florida Statutes.

4. **AUTHORITY IN ADDITION TO EXISTING AUTHORITY.** The City's exercise of traffic control jurisdiction pursuant to this Agreement shall be in addition to the authority presently exercised by the City over the Private Roads, and nothing herein shall be construed to limit or remove any such authority. The City agrees to continue to provide such police services as are required by law.

5. **COMPENSATION.** Pursuant to Florida Statute 316.006(2)(b)(1), the CLEAR LAKE LANDING shall compensate the City of Apopka Police Department for the actual costs of traffic control and enforcement performed under this Agreement.

6. **CITY TO RETAIN REVENUES.** All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws as described above on the Private Roads shall be retained by the City and apportioned in the manner set forth in applicable statutes.

7. **LIABILITY NOT INCREASED.** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the City than that which the City would ordinarily be subjected to when providing its normal police services.

8. **INDEMNIFICATION.** To the fullest extent permitted by law, CLEAR LAKE LANDING shall indemnify, defend, and hold the City harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage or any matter related to providing traffic control enforcement pursuant to this Agreement. To ensure its ability to fulfill its obligation under this paragraph, CLEAR LAKE LANDING shall maintain General Liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), and shall file with the City current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the City as and additional insured as it relates to activities conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City. No claims whatsoever shall be made or asserted against the City by the Association for or on account of anything done or as a result of anything omitted to be done in connection with this Agreement.

9. **ROAD MAINTENANCE.** Neither the existence of the Agreement nor anything contained herein shall impose any obligation or duty upon the City to provide maintenance on and/or related drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within the CLEAR LAKE LANDING shall at all times be solely and exclusively the responsibility of CLEAR LAKE LANDING.

10. **TERM.** The term of this Agreement shall commence on the Date Approved by the Apopka City Council and continue through one year from such date and shall thereafter automatically continue for successive one year terms unless terminated by either party by thirty (30) days written notice to the other parties. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **APPLICABLE LAW.** This agreement and the provision contained herein shall be construed and interpreted according to the laws of the State of Florida.

12. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with the approval of the City Council.

13. **NOTICE.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following:

AS TO THE CITY: CHIEF OF POLICE
 APOPKA POLICE DEPARTMENT
 112 EAST 6th STREET
 APOPKA, FL 32703

AS TO CLEAR LAKE LANDING HOMEOWNERS ASSOCIATION, INC.:
 REGISTERED AGENT
 KEVIN DAVIS
 COMMUNITY MANAGEMENT SPECIALISTS, INC
 PO BOX 620638
 OVIEDO, FL 32762

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

ATTEST:

CITY OF APOPKA

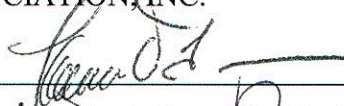
By: _____
Linda Goff, City Clerk

By: _____
Michael McKinley, Chief of Police


Date: _____

APPROVED BY THE CITY OF APOPKA CITY COUNCIL AT A
MEETING HELD ON THE _____ DAY OF
_____ 20__.


CLEAR LAKE LANDING HOMEOWNERS
ASSOCIATION, INC.

By: 
Kevin Davis / Registered Agent
Printed Name/Title
Date: 2/22/2018

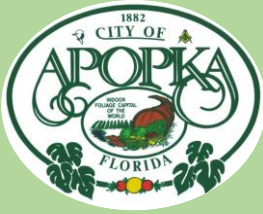
WITNESS:


Signature
S. SUSAN CARDENAS
Name Printed

Date: 2/22/2018


Signature
Yvette Baldonado
Name Printed

Date: 2/22/18



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: March 21, 2018
 FROM: Public Services
 EXHIBITS: Amendment 1

SUBJECT: INMATE WORK SQUAD CONTRACT #W1095 AMENDMENT #1

REQUEST: APPROVE AMENDMENT #1 OF THE CONTRACT WITH THE DEPARTMENT OF CORRECTIONS

SUMMARY:

On December 7, 2016, the City Council approved Inmate Work Squad Contract #W1095, for one-year with the potential for one one-year extension. The City Council approved the contract to go into effect April 12, 2017. The current contract will expire April 11, 2018. The attached contract amendment will allow for a final one-year extension to expire on April 11, 2019. The cost will remain the same at \$57,497.

FUNDING SOURCE:

Fund 101- Street Improvement Fund

RECOMMENDATION ACTION:

Authorize the Mayor or his designee to sign Amendment #1 to Contract #W1095 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 FLORIDA 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., Contract Term, A.;
- Revises II., B., Description of Services, 1., Responsibilities of the Department, a.;
- Revises II., B., Description of Services, 3., Communications Equipment, third paragraph;
- Revises Section IV., CONTRACT MANAGEMENT, first paragraph;
- Revises Section IV., A., Department’s Contract Manager;
- Revises Section VII., C., Disputes;
- Adds Section VII., K., Americans with Disabilities Act; and
- Revises Addendum A, third line.

Original Contract Term: April 12, 2017 through April 11, 2018

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

1. Section I., CONTRACT TERM/RENEWAL, A., is hereby revised to read:

I. A. Contract Term

This Contract shall begin on April 12, 2017, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or April 11, 2019, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its final renewal term.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

2. Section II., B., Description of Services, 1., Responsibilities of the Department, a., is hereby revised to read:

II. B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad of up to six (6) inmates.

3. Section II., B., Description of Services, 3., Communications Equipment, third paragraph., is hereby revised to read:

II. B. Description of Services

3. Communications Equipment

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions to effect the deprogramming of radio communications equipment provided by the Agency.

4. Section IV., CONTRACT MANAGEMENT, first paragraph is hereby revised to read:

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Department's Contract Manager and Department's Contract Administrator for the Project.

5. Section IV., A., Department's Contract Manager, is hereby revised to read:

IV. A. Department's Contract Manager

The Field Office Manager of the Central Florida Reception Center represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Central Florida Reception Center
7000 H. C. Kelley Road
Orlando, Florida 32831
Telephone: (407) 208-8187
Email: Johnnie.Pleicones@fdc.myflorida.com

6. Section VII., C., Disputes, is hereby revised to read:

VII. C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

7. Section VII., K., Americans with Disabilities Act, is hereby added to read:

VII. K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Contracts.

8. Addendum A, third line, is hereby revised to read:

Interagency Contract Number W1095, Amendment #1 Effective April 12, 2018.

REMAINDER OF THIS PAGE 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: _____

TITLE: _____

DATE: _____

FEIN: 59-60000265

FLORIDA 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: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1095, AMD#1 Effective April 12, 2018

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

	Per Officer Annual Cost	Total Annual Cost
I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:		
Officers Salary # Officer: Multiplier <u>1</u>	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance	\$ 121.00	\$ 121.00
State Personnel Assessment	\$ 354.00	\$ 354.00
Training/Criminal Justice Standards	\$ 200.00	\$ 200.00
Uniform Purchase	\$ 400.00	\$ 400.00
Uniform Maintenance	\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *	\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency	\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

	Number Squads	Total Annual Cost
II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:		
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

**Revised Addendum A
 Inmate Work Squad Detail of Costs for City of Apopka
 Interagency Contract Number W1095, AMD#1 Effective April 12, 2018**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00			\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00		1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency					\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
<u>\$0.00</u>

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
<u>\$750.00</u>
<u>\$57,497.00</u>

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)**

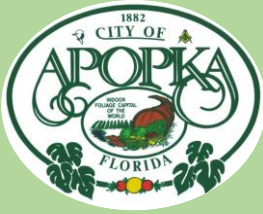
<u>\$57,497.00</u>

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Apopka
Interagency Contract Number W1095, AMD#1 Effective April 12, 2018

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: March 21, 2018
 FROM: Public Services
 EXHIBITS:

SUBJECT: MARTIN’S POND AERATION FOUNTAINS

REQUEST: APPROVE FUNDING FROM THE STORMWATER FUND RESERVES FOR THE PURCHASE AND INSTALLATION OF AERATION FOUNTAINS IN THE AMOUNT OF \$100,000

SUMMARY:

Funding for the purchase of aeration fountains for the water quality maintenance of Martin’s Pond, located adjacent to the Highland Manor, was approved in the Fiscal Year 2016/2017 Stormwater Budget, in the amount of \$100,000. Due to contract negotiations regarding the development of the Downtown Center, purchase of the fountains was delayed.

Water quality and the aesthetic appearance of the pond is deteriorating and is requiring additional treatment. Staff is requesting funding to proceed with the purchase and installation of aeration fountains for Martin’s Pond. The fountains will be decorative in appearance, with LED lighting that will present an attractive appearance, while providing ongoing aeration treatment to the pond.

Staff is requesting approval for funding in the amount of \$100,000 from the Stormwater Fund Reserves for the purchase and installation of fountains for Martin’s Pond.

FUNDING SOURCE:

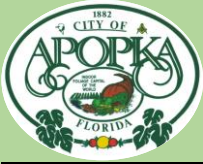
Fund 120- Stormwater Fund Reserves

RECOMMENDATION ACTION:

Approve funding from the Stormwater Fund Reserves for the purchase and installation of aeration fountains in the amount of \$100,000.

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



CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER:

MEETING OF: March 21, 2018
FROM: Community Development
EXHIBITS: Vicinity Map
Capacity Enhancement Agreement

SUBJECT: LAKE MARSHALL SUBDIVISION, PHASES 1 AND 2 SCHOOL CAPACITY ENHANCEMENT AGREEMENT

REQUEST: APPROVAL OF THE LAKE MARSHALL SUBDIVISION, PHASES 1 AND 2 SCHOOL CAPACITY ENHANCEMENT AGREEMENT

SUMMARY:

As the Property Owner of a portion of the Lake Marshall Subdivision Plan, the City needs to provide consent to Royal Oak Homes to record the Agreement against the City Parcel. The Consent and Joinder authorization is located on page 17 of the Agreement.

New residential development applications are reviewed by Orange County Public Schools for their impact placed on existing student capacity at public schools. In 2008 the City of Apopka entered into an Interlocal Agreement with the Orange County School Board to address public school facility planning and implementation of school concurrency. When school enrollment is over capacity at the public schools serving additional students generated by a proposed residential development, a new development must enter into a Capacity Enhancement Agreement to mitigate school overcrowding attributable to the anticipated additional students in the form of a Capital Contribution, all as specified in Section 8 of the Interlocal Agreement.

The terms of the Capacity Enhancement Agreement include a clause that it is not effective until the City property is transferred to the developer.(See Section 8, page 6 of the Agreement.) Further, the City’s signature is an acknowledgment of the CEA, not a commitment to any financial obligations that normally are attached to a Capacity Enhancement Agreement. If the sale of the property does not go forward as planned, the City’s responsibility related to the Capacity Agreement becomes null and void.

OWNER: City of Apopka, James D & Deborah M. Lyda, and Citizens Bank of Florida

APPLICANT: Royal Oak Homes, Appian Engineering, LLC/Luke M. Classen, P.E.

ENGINEER: Appian Engineering, LLC/Luke M. Classen, P.E.

LOCATION: 705 Johns Road (South of Marshall Lake and West of SR 451)

PROPOSED USE: 301 Single Family Homes; developed in two phases

TRACT SIZE: 154.18 +/- acres

SCHOOL ATTENDENCE ZONES: Apopka Elementary; Wolf Lake Middle; Apopka High

FUNDING SOURCE:
N/A

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

**CITY COUNCIL – MARCH 21, 2018
LAKE MARSHALL SUBDIVISION PHASES 1 AND 2
SCHOOL CAPACITY ENHANCEMENT AGREEMENT
PAGE 2**

PUBLIC HEARING SCHEDULE:

March 21, 2018 – City Council (7:00 pm) (Consent Agenda)

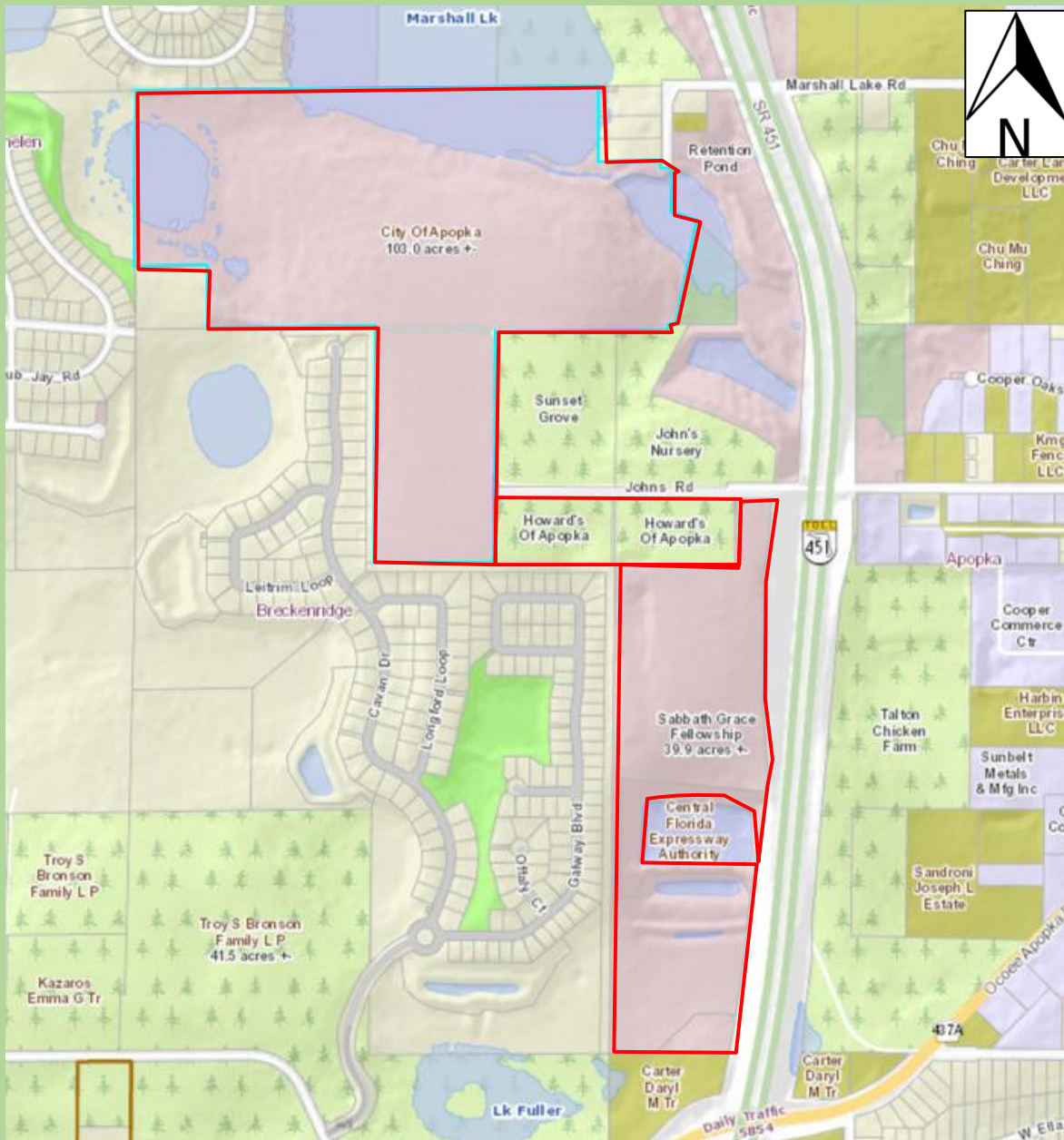
RECOMMENDATION ACTION:

City Council Recommended Motion: Accept the Lake Marshall Subdivision Phases 1 and 2 School Capacity Enhancement Agreement and authorize the Mayor to sign the Agreement.

**CITY COUNCIL – MARCH 21, 2018
LAKE MARSHALL SUBDIVISION PHASES 1 AND 2
SCHOOL CAPACITY ENHANCEMENT AGREEMENT
PAGE 3**

Project: LAKE MARSHALL SUBDIVISION, PHASES 1 & 2
Owned by: City of Apopka; James D. & Deborah Lyda; and Citizens Bank of Florida
Located: North and south of Johns Road; west of SR 451
Parcel ID#s: 08-21-28-0000-00-005; 08-21-28-0000-00-043; 17-21-28-0000-00-014

VICINITY MAP



After recording return to:
Jamie Boerger, AICP, LEED AP
Orange County Public Schools
6501 Magic Way, Building 200
Orlando, Florida 32809

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL MITIGATION AGREEMENT FOR
CAPACITY ENHANCEMENT**

APK-17-009

Project Name: Lake Marshall Subdivision

Parcel ID: 08-21-28-0000-00-005; -043; 17-21-28-0000-00-014

THIS SCHOOL MITIGATION AGREEMENT FOR CAPACITY ENHANCEMENT (“Agreement”), is entered into this ____ day of _____ 2018 by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, (“School Board”) and the “**Applicant**”, which consists of **Citizens Bank of Florida**, a Florida corporation, whose address is 156 Geneva Drive, Oviedo, FL 32765, and the owner of Property identified by parcel number 17-21-28-0000-00-014 (“Citizens Parcel”); and **James D. and Deborah M. Lyda**, whose address is 2265 Park Village Place, Apopka, Florida, 32712, and the owner of Property identified by parcel number 08-21-28-0000-00043 (“Lyda Parcel”). The School Board and Applicant are sometimes referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, the School Board, Orange County, Florida, City of Maitland, Town of Oakland, City of Orlando, City of Winter Park, City of Apopka, City of Winter Garden, and City of Ocoee have entered into that certain “Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency” (the “Interlocal Agreement”); and

WHEREAS, pursuant to Section 8 of the Interlocal Agreement, Section 704.B.2. of the Orange County Charter, and Section 30-742 of the Orange County Code, as may be amended from time to time (together the “County Code”), an Applicant for a rezoning or comprehensive plan amendment that will generate additional students in a School Attendance Zone in which there is insufficient Net School Capacity to accommodate the anticipated additional students must enter into a Capacity Enhancement Agreement to mitigate the school overcrowding attributable to the anticipated additional students, all as specified in Section 8 of the Interlocal Agreement; and

WHEREAS, City of Apopka, a municipal corporation of the State of Florida (“City”), is the fee simple owner of that certain real property more specifically identified by parcel number 08-21-28-0000-00-005 (“City Parcel”) and more particularly described on **Exhibit “A”** attached

hereto and incorporated herein by reference, which comprises a portion of the Property (hereinafter defined); and

WHEREAS, Applicant is the fee simple owner of that certain tract of land located in the City of Apopka, Florida, as more particularly described on **Exhibit “B”**, attached hereto and incorporated herein by reference (the “Applicant Property”). The Applicant Property and City Parcel shall be collectively referred to herein as the Property. The Property location is further illustrated by a map attached hereto as **Exhibit “C”**, and incorporated herein by reference; and

WHEREAS, the Property is subject to three separate Contracts for Sale and Purchase in favor of Avatar Properties, Inc. a Florida corporation (“Avatar”) as Purchaser; and

WHEREAS, Avatar as Purchaser of the Property has agreed to join in this Agreement and following the completed conveyance of the Property to Avatar be bound by this Agreement and will execute assignment and assumption of the Agreement; and

WHEREAS, City hereby joins in this Agreement for the sole purpose of providing consent to the recordation of this Agreement against the City Parcel enforceable upon the sale, transfer and conveyance of the City Parcel to a third party purchaser and assumes no debt, rights or obligation as to this Agreement; and

WHEREAS, the Applicant has submitted a “Development Application” (APK-17-009) to the City government (the “Applicable Local Government”) in connection with a proposal to obtain a rezoning or comprehensive plan amendment in order to develop 301 single-family, detached residential dwelling units on the Property (the “Project”); and

WHEREAS, the Applicable Local Government has determined that the Property is currently vested for 107 Residential Units (the “Vested Units”), and the Applicant is seeking governmental approval to increase that amount by 194 Residential Units (the “New Units”); and

WHEREAS, at the time of this Agreement, the Property is located in the following School Attendance Zones: Apopka Elementary School, Wolf Lake Middle School, and Apopka High School (“Project Schools”); and

WHEREAS, based on the current adopted Level of Service standards of the School Attendance Zone(s) within which the Property is located, the School Board has determined there is insufficient Net School Capacity at the middle and high school level for the number of public school students that the New Units are anticipated to generate; and

WHEREAS, local government approval of the Development Application without requiring mitigation for the impacts of the proposed New Units will either create or worsen school overcrowding at the applicable Project School(s); and

WHEREAS, the Applicant has agreed to enter into this Agreement to provide capacity enhancement mitigation proportionate to the demand for public school facilities to be created by the New Units, as more particularly set forth herein (“Mitigation”).

NOW, THEREFORE, in consideration of the foregoing described Mitigation, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference as if fully set forth herein.

2. **DEFINITION OF MATERIAL TERMS.** Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.

3. **LEGALLY BINDING COMMITMENT.** This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the New Units for which the Applicant is seeking approval pursuant to the Development Application and is intended to satisfy the requirements of Section 8 of the Interlocal Agreement.

4. **CAPACITY ENHANCEMENT MITIGATION.** The Parties agree that the Applicant shall provide the following Mitigation, in order to provide for additional capacity for the elementary/middle/high school students to be generated by the New Units:

a. Capital Contribution. Applicant shall pay to School Board a voluntary contribution in the amount of TWO HUNDRED AND SIXTY-TWO THOUSAND DOLLARS FIVE HUNDRED THIRTY-EIGHT AND 00/100 DOLLARS (\$262,538.00) to cover the additional costs associated with providing the necessary capacity for the New Units (“Capital Contribution” and detailed on “Capital Contribution Calculation” included herein as **Exhibit “D”**). Such additional payment of the Capital Contribution shall be made to the School Board prior to recording a plat of the Property in the Public Records of Orange County, Florida. No plat shall be recorded for any New Units on the City Parcel until such time as fee simple title to the City Parcel has been conveyed or transferred to Avatar or another third party purchaser. Applicant agrees and acknowledges that the Capital Contribution required hereunder by the School Board is fair, reasonable, and necessary to mitigate for impacts resulting from the New Units in the Project.

In the event Applicant develops the Project in multiple phases, then references in this Agreement to platting shall mean final plat for each phase. As a result, the payments due from Applicant under this Section may be paid in increments, prior to the Applicant’s recording a final plat for each phase, based on the number of Residential Units reflected on the final plat for each such phase. As there are 194 New Units anticipated, the capital contribution ratio is ONE THOUSAND, THREE HUNDRED AND FIFTY-THREE DOLLARS AND 29/100 (\$1,353.29) per New Unit.

b. INTENTIONALLY OMITTED

c. Mitigation Payment Form. This Agreement requires the Applicant to pay Mitigation in the form of Capital Contribution prior to recording of a final plat or obtaining a building permit. The form attached to and incorporated herein as **Exhibit “E”** must be completed and returned to the School Board’s Department of Facilities Planning with all fees due hereunder,

including, but not limited to, the Capital Contribution payment, to satisfy the requirements of this section.

d. Credit to Proportionate Share Mitigation. If applicable any Mitigation paid pursuant to the terms of this Agreement shall be credited toward any required Proportionate Share Mitigation that may otherwise be due for the New Units in accordance with Section 19 of the Interlocal Agreement. Any payments made in accordance with this section shall not be deemed payments of any School Impact Fees on any of the New Units or Vested Units as required pursuant to the School Impact Fee Ordinance.

5. SCHOOL IMPACT FEES.

a. Payment of School Impact Fees. Notwithstanding anything contained herein to the contrary, Applicant shall pay, to the City at the time of building permits are issued, School Impact Fees for any Residential Units in the proposed Project in accordance with the provisions of the School Impact Fee Ordinance. The amount is currently estimated to be ONE MILLION SEVEN HUNDRED FOUR THOUSAND NINETY SIX AND 00/100 DOLLARS (\$1,704,096.00) which reflects an applied rate of EIGHT THOUSAND SEVEN HUNDRED EIGHTY FOUR AND 00/100 DOLLARS (\$8,784.00) per Residential Unit. In the event School Impact Fees are modified before the issuance of building permits for any of the Residential Units in the Project, then Applicant shall be obligated to pay the School Impact Fee applicable at the time building permits are issued by the Applicable Local Government. Any Capital Contribution paid hereunder shall not act as a credit against any School Impact Fees due and payable in accordance with the School Impact Fee Ordinance.

b. Discontinuance of School Impact Fees. Applicant understands and acknowledges that the fiscal impact analysis conducted in connection with this Agreement and the calculation of the amount of the Capital Contribution is based on the Capacity Enhancement Mitigation formula provided in the Interlocal Agreement as may be amended from time to time less any School Impact Fees contemplated to be paid to the School Board for the Residential Units in the Project. In the event that Orange County, for any reason, discontinues the practice of collecting School Impact Fees in connection with new Residential Development, the consequence of same with respect to the rights and obligations of the Parties under this Agreement shall be as set forth in the following provisions of this subsection.

i. No Substitute of Funds – Applicant Obligations. If Orange County discontinues the practice of collecting School Impact Fees, and if there is no specifically identified (i.e., discernable from either the language in the administrative rule or legislative ordinance, statute or similar act establishing the discontinuance, or in the legislative history) substitute source of funds whatsoever for the School Impact Fees provided to the School Board, then Applicant shall nevertheless, for each of the New Units in the Project after the discontinuance, pay the School Board an amount equal to the School Impact Fee in effect immediately prior to the time that Orange County's practice is discontinued, which payment shall be deemed Mitigation payable in accordance with the terms of Section 4 hereof.

ii. *Partial Substitute of Funds – Applicant Obligations.* If Orange County discontinues the practice of collecting School Impact Fees, and if a specifically identified (i.e., discernable from either the language in the administrative rule or legislative ordinance, statute or similar act establishing the discontinuance, or in the legislative history) substitute source of funds for the School Impact Fees is provided to the School Board replacing only a portion of the School Impact Fees, then Applicant shall nevertheless, for each of the New Units contained either on a Plat or in a Multi-Family Project approved by the Applicable Local Government after the discontinuance, pay the School Board for each New Unit, an amount of money equivalent to the balance of the School Impact Fee in effect immediately prior to the time that Orange County’s practice is discontinued less than substitute source of funds, which payment shall be reasonably calculated by the School Board and deemed Mitigation payable in accordance with the terms of Section 4 hereof.

iii. *Full Substitute of Funds Provided - Applicant Obligations.* If Orange County discontinues the practice of collecting school impact fees, but a substitute source of funds is provided to the School Board replacing, in full, the School Impact Fees, then Applicant shall have no obligation to continue payments of School Impact Fees contemplated in this Section 5 after the discontinuance.

iv. *Timing of Payments.* In regard to the alternative payments by Applicant contemplated in Subsections 5.b.i and 5.b.ii above, Applicant shall pay such funds to the School Board prior to when the plat for the Property is recorded in the Public Records of Orange County, Florida, or prior to when the Applicant’s first building permit for vertical construction is issued for the Project, whichever is applicable, in an amount equal to the School Impact Fee imposed in the most recent School Impact Fee Ordinance.

v. *Sales Tax.* Any sales tax or millage referendums for the benefit of the School Board shall not be regarded as a substitute source of funds for School Impact Fees.

6. **SCHOOL CAPACITY IMPROVEMENT.** The School Board agrees to utilize the Applicant’s Mitigation to address the overcrowding that would be created or worsened by approval of the Applicant’s Development Application. Uses of Mitigation may include, but are not limited to, the following:

a. Purchase or lease of real property for construction of additional school facilities that would provide additional capacity.

b. Construction of additional permanent student stations in new buildings or through renovation of existing buildings.

c. Construction of additional core facilities in new schools or expansion of existing core facilities in existing schools.

d. Provision of additional temporary capacity through the lease or purchase of portable facilities until permanent facilities may be constructed.

e. Advancing a school included in the most recent Capital Outlay Plan that will provide capacity for the students generated by the Applicant's Development Application.

f. Any other actions which will result in provision of the necessary School Capacity.

7. **EFFECTIVE DATE.** The effective date of this Agreement shall be the date upon which the last one of the Parties hereto has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date"). Notwithstanding the foregoing, this Agreement shall only be effective against and for the benefit of the City Parcel upon the sale, transfer and conveyance of fee simple title to the City Parcel to Avatar or a third party purchaser.

8. **TERMINATION.** School Board may, in its sole and absolute discretion, elect to terminate this Agreement by delivering written notice to the Applicant under the following circumstances and upon such termination, Applicant shall forfeit any administrative application fees or Mitigation, if any, paid to School Board::

i.. The Applicable Local Government does not approve the Development Application within one hundred eighty (180) days of the Effective Date of this Agreement.

ii. The Applicant, by failure to proceed in good faith in a diligent and timely manner, fails to record a plat or secure approval of the Development Application for the Project or its functional equivalent within three (3) years of the Effective Date.

iii. The Applicant is in default under the terms and conditions of this Agreement and has failed to cure such default within the cure period set forth in Section 9 of this Agreement. In the event of termination as provided for in this subsection, School Board may in its sole and absolute discretion, record a termination of the Agreement and request the Applicable Local Government discontinue the issuance of any building permits, certificates of occupancy or plat approval for the Project or otherwise discontinue the process for any other approvals for the Project.

iv. The Applicant has satisfied any and all terms and conditions of this Agreement to the reasonable satisfaction of the School Board.

v. The Parties acknowledge and agree that the City Parcel is anticipated to be developed as Phase One of the Project, and the Lyda Parcel and the Citizens Parcel collectively are anticipated to be developed as Phase Two of the Project. Notwithstanding anything in this Agreement to the contrary, if Avatar has acquired the City Parcel, but not the Lyda Parcel and Citizens Parcel, on or before one (1) year after the Effective Date, then this Agreement shall terminate as to the Lyda Parcel and the Citizens Parcel, but shall remain in full force and effect as to the City Parcel. In such case, all calculations set forth in this Agreement shall be based on the 177 Residential Units proposed in the Development Application for the City Parcel (Phase One of the Project) for a total of 70 New Units.

vi. In the event fee simple title to the City Parcel is not transferred to Avatar or another third party purchaser on or before one (1) year after the Effective Date, this Agreement shall automatically terminate as to the City Parcel and be deemed null and void and of no further force and effect. In such case, all calculations set forth in this Agreement shall be reduced by the 107 Vested Units and 70 New Units allocated to the City Parcel.

9. DEFAULT.

a. Rights Upon Default. A default by either Party under this Agreement shall entitle the non-defaulting party to all remedies available at law or in equity, including, without limitation, the right of School Board to terminate this Agreement s provided in Section 8 hereof. Prior to declaring a default and exercising the remedies described herein, the non-defaulting party shall issue written notice of default to the defaulting party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. If the default is the non-payment of money, the defaulting Party shall have fifteen (15) days from receipt of the notice in which to cure the default. If the default is other than for the non-payment of money, the defaulting party shall have thirty (30) days from receipt of the notice to cure such default; provided, however, if such default cannot be reasonably cured within such thirty (30) day period, the defaulting party shall have a longer period of time to cure such default, so long as the defaulting party commences to cure such default within said thirty (30) day period and diligently and continuously proceeds to final cure of such default. If the default has not been cured within the period provided above, or in the case of a default other than for the non-payment of money, if the cure is not commenced within the period provided above or is not diligently and continuously pursued to completion, the non-defaulting party may exercise the remedies described in this Section 9. Notwithstanding the foregoing, immediately upon the default of the Applicant, School Board may request the Applicable Local Government discontinue the issuance of any building permits, certificates of occupancy or plat approval for the Project or otherwise discontinue the process for any other approvals for the Project until all amounts due and unpaid under this Agreement have been paid to the School Board.

b. Waiver. Applicant hereby waives any right of Applicant, its successors and assigns, to contest the Applicable Local Government's power and authority to discontinue the issuance of any building permits or certificates of occupancy for the Project, discontinue any plat approval or discontinue the process for any other approvals for the Project upon Applicant's breach and failure to cure of any of its obligations under this Agreement. Applicant represents and warrants to School Board and the Applicable Local Government that this waiver has been entered into freely and voluntarily by applicant, without coercion, duress, or undue influence, and with full understanding and awareness of the circumstances, consequences in ramifications of such waiver.

10. SCHOOL CONCURRENCY. APPLICANT UNDERSTANDS AND ACKNOWLEDGES THAT NEW UNITS SUBJECT TO CAPACITY ENHANCEMENT REVIEW PROCESS AND COVERED UNDER THIS AGREEMENT, AS WELL AS VESTED UNITS NOT SUBJECT TO THE CAPACITY ENHANCEMENT REVIEW AND NOT ADDRESSED IN THIS AGREEMENT WILL BE SUBJECT TO SEPARATE

REVIEW FOR SCHOOL CONCURRENCY PURPOSES AS SET FORTH IN THE INTERLOCAL AGREEMENT.

11. **APPROVALS REQUIRED.** Notwithstanding the foregoing, the approval of this Agreement by the School Board shall not constitute an approval, position of support or endorsement of the New Units by the School Board and Applicant shall be required to obtain approval of the Development Application from the Applicable Local Government.

12. **COVENANTS RUNNING WITH THE LAND.** This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Applicant and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

13. **NOTICES.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (a) the date and time the same are personally delivered or transmitted electronically with confirmation of receipt (i.e., facsimile or electronic mail); (b) within three (3) days of deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested; or (c) within one (1) day after depositing with Federal Express, UPS or other reputable overnight delivery service in which a receipt may be obtained. Such notice shall be addressed to the person at the address set forth opposite the Party's name below, or to such other address or other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

School Board: The School Board of Orange County, Florida
 Attn: Superintendent of Schools
 445 West Amelia Street
 Orlando, Florida 32801

With a Copy to: Orange County Public Schools
 Attn: Facilities Planning
 6501 Magic Way, Building 200
 Orlando, Florida 32809

Applicant: Avatar Properties, Inc.
 2420 S. Lakemont Avenue, Suite 450
 Orlando, Florida 32814
 Attention: Ken Thirtyacre

14. **CAPTIONS AND SECTION HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement.

15. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the Party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver. No failure of either Party to exercise any power

given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

16. **EXHIBITS.** All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

17. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement. School Board does hereby confer upon the Superintendent, or Superintendent's designee, the authority to amend this Agreement, provide any consent, notice or approval set forth herein or otherwise exercise any right or election of the School Board granted or reserved herein, without formal approval from School Board, provided such amendment or consent does not substantially alter or modify the terms herein. Further, the Superintendent, or Superintendent's designee, shall have the authority, without further approval from the School Board, to finalize the form of all agreements, assignments, and similar documents set forth in this Agreement, and the Superintendent's signature of those agreements, assignments, and similar documents is hereby authorized. The extension of any payment or deadline required hereunder for less than one (1) year shall not be considered to substantially alter or modify the terms herein. If, in the sole judgment of School Board, such amendment or consent does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment or consent void *ab initio* on or before ninety (90) days after Superintendent's execution of the amendment or consent,, thus rendering the amendment or consent without any legal force and effect, and the School Board or Superintendent shall notify Applicant in writing of such voiding of the amendment.

18. **ASSIGNMENT, TRANSFER OF RIGHTS.** The Applicant may assign its rights, obligations and responsibilities, including the capacity reserved for the Property, under this Agreement to a third-party purchaser of all or any part of fee simple title to the Property, with the School Board's prior written consent. Applicant shall submit its request for consent of an assignment and/or transfer under the terms of this Section 18, in writing to the School Board prior to such assignment and/or transfer. The School Board shall have fifteen (15) days after receipt of said request to approve or deny the request, which approval shall not be unreasonably withheld, conditioned or delayed. The School Board hereby authorizes the Superintendent or his/her designee to consent to all assignments and/or transfers of rights described in this Section 18. In the event the Superintendent or his/her designee fails to deny or object to an Applicant's request within the time period prescribed herein, such assignment and/or transfer request shall be deemed denied. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement. Such assignment and/or transfer shall be promptly recorded in the Public Records of Orange County, Florida at Applicant's or assignor's expense.

The School Board hereby consents to the assignment of this Agreement to Avatar Properties, Inc., or an affiliate of Avatar Properties, Inc., and by signing the Joinder and Consent to this Agreement, Avatar Properties, Inc., for itself and on behalf of any affiliate that may become an assignee of this Agreement, hereby agrees to comply with the conditions and

procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Mitigation under this Agreement.

19. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document.

20. **RECORDING OF THIS AGREEMENT.** The School Board agrees to record this Agreement, at Applicant's expense, in the Public Records of Orange County, Florida. The applicant shall pay the expense to record to school board no later than five business (5) days from the Effective Date

21. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

22. **SEVERABILITY.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

23. **APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

24. **ATTORNEY'S FEES.** In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

25. **TIME.** Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls on a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day.

26. **NEGOTIATION.** All of the Parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any Party regardless of which party is deemed to have drafted the Agreement.

27. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Parties or their successors in interest. Except as otherwise set forth herein, no person other than the Parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

28. **FURTHER ASSURANCE.** The Parties hereto agree to execute any and all further instruments and documents and to take such actions as may be reasonably required to carry out the terms of this Agreement.

29. **CEA NUMBER.** The Applicant, and any subsequent owner applicant of a development order other than a building permit for any parcel subject to this Agreement, shall reference on the cover sheet of the plans for the Property that the Property is subject to this Agreement and include thereon the applicable Agreement number set forth above.

(SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:

“SCHOOL BOARD”

Signed and sealed in the presence of:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Print Name: _____

By: _____
William E. Sublette, its Chairman

Print Name: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by William E. Sublette, Chairman of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or had produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida

Signed and sealed in the presence of:

Print Name: _____

Attest: _____
Barbara M. Jenkins, Ed.D. as its
Superintendent

Print Name: _____

Dated: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by Barbara M. Jenkins, ED.D. as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board, who is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

Reviewed and approved by Orange County Public School's Chief Facilities Officer

Approved as to form and legality by legal counsel to The School Board of Orange County, Florida, exclusively for its use and reliance.

John T. Morris
Chief Facilities Officer

Laura L. Kelly, Staff Attorney III/Planning and Real Estate

Date: _____, 2018

Date: _____, 2018

“APPLICANT”

Signed and sealed in the presence **JAMES D. LYDA**
of:

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Print Name: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____,
2018, by _____ as _____ of
_____, on behalf of the organization.

He/she is personally known to me or has produced _____
(type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

Commission No.: _____

AFFIX NOTARY STAMP

Expires: _____

APPLICANT SIGNATURE PAGES CONTINUE ON NEXT PAGE

“APPLICANT”

Signed and sealed in the presence of:

DEBORAH M. LYDA

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Print Name: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

Commission No.: _____

AFFIX NOTARY STAMP

Expires: _____

APPLICANT SIGNATURE PAGES CONTINUE ON NEXT PAGE

“APPLICANT”

Signed and sealed in the presence of:

CITIZENS BANK OF FLORIDA

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

Commission No.: _____
Expires: _____

AFFIX NOTARY STAMP

ADDITIONAL SIGNATURE PAGES CONTINUE ON NEXT PAGE

JOINDER AND CONSENT

CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida (“City”) hereby joins in and consents to the School Mitigation Agreement for Capacity Enhancement, School Board Application Number APK-17-009, LAKE MARSHALL SUBDIVISION (the “Agreement”), as the fee simple owner of the City Parcel, as defined in the Agreement, for the sole purpose of providing consent to the recordation of this Agreement against the City Parcel and binding nature of the Agreement against the City Parcel. This Agreement shall only be enforceable against the City Parcel upon the sale, transfer and conveyance of the City Parcel to Avatar, as defined in the Agreement, or another third party purchaser. Notwithstanding the foregoing, neither the Agreement nor this consent and joinder shall serve as the consent of the City to assume any debts, rights or other obligations under the terms and conditions of this Agreement, including, without limitation, any monetary obligations or development rights.

Signed and sealed in the presence of:

CITY OF APOPKA, FLORIDA, a municipal corporation of the State of Florida

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Date: _____

STATE OF FLORIDA)
) s.s.:
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as _____ of _____, on behalf of the organization. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

Commission No.: _____

Expires: _____

AFFIX NOTARY STAMP

JOINDER AND CONSENT

AVATAR PROPERTIES, INC, a FLORIDA PROFIT CORPORATION, hereby joins in and consents to the above School Mitigation Agreement for Capacity Enhancement, School Board Application Number APK-17-009, LAKE MARSHALL SUBDIVISION (the "Agreement"), for itself and on behalf of any affiliate of AVATAR PROPERTIES, INC. that receives an assignment of the Agreement, and further agrees to comply with the conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicants' obligations with regard to Mitigation under this Agreement.

WITNESSES:

AVATAR PROPERTIES, INC., a Florida Profit Corporation

By: _____

Print Name: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

Before me on _____, 2018, personally appeared _____, who ___ is personally known to me or ___ has produced _____ as identification, and who acknowledged that he/she signed the above instrument as his/her free and voluntary act.

NOTARY PUBLIC OF FLORIDA
Print

Name: _____

AFFIX NOTARY STAMP

Commission No.: _____
Expires: _____

Exhibit A- Legal Description of City Property

Exhibit B—Legal Description of Applicant Property

PARCEL-A:

PARCEL 1:

Northeast 1/4 of Southwest 1/4 of Section 8, Township 21 South, Range 28 East, LESS: Begin at Southwest corner of Northeast 1/4 of Southwest 1/4, Section 8, Township 21 South, Range 28 East, run North 343 feet, East 400 feet, South 343 feet, West 400 feet to Point of Beginning, Orange County, Florida.

PARCEL 2:

West 1/2 of the Northwest 1/4 of Southeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida.

AND

Begin at the Northwest corner of the East half of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 21 South, Range 28 East, run North 89°33'48" East 950 feet; thence South 00°30'54" West 35 feet; thence South 89°33'48" West 950 feet; thence North 00°30'54" East 35 feet to Point of Beginning, Orange County, Florida.

AND

The East half of the Northwest 1/4 of the Southeast 1/4, ALSO that portion of the South 12 acres of the West half of the Northeast 1/4 of the Southeast 1/4 South of center line of lake, LESS the following described parcel: Begin at the Southeast corner of the West half of the Northeast 1/4 of the Southeast 1/4, Section 8, Township 21 South, Range 28 East, run South 89°33'48" West along the South line of said West half 328.92 feet; thence North 11°16'48" East 580 feet to the central line of lake; thence South 44°53'28" East along central line of lake, 306.45 feet to the East line of said West half; thence South along East line of said West half 350 feet to Point of Beginning, Section 8, Township 21 South, Range 28 East, Orange County, Florida, AND Commence East 1/4 corner of Section 8, Township 21 South, Range 28 East, run thence South 89°30'41" West 1070.14 feet, South 00°18'05" West 388.7 feet to the Point of Beginning; run thence South 00°18'05" West 25 feet; thence South 89°30'41" West 247.92 feet; thence South 00°21'52" West 115.13 feet; thence North 89°30'41" East 307.92 feet; thence North 00°18'05" East 140.13 feet; thence West to Point of Beginning, LESS South 383.7 feet of the North 413.7 feet of the East 100 feet of the Northwest 1/4 of the Southeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida. LESS any portion of the above description lying within the boundary of Lake Marshall Drive as described in Quit Claim Deed recorded in Official Records Book 3726, Page 2538, of the Public Records of Orange County, Florida.

ALSO LESS AND EXCEPT FROM THE ABOVE DESCRIPTIONS, any portion lying within the property described in Stipulated Order of Taking recorded in Official Records Book 5461, Page 2470, of the Public Records of Orange County, Florida.

PARCEL 3:

The Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 8, Township 21 South, Range 28 East, Orange County, Florida.

PARCEL-B

Exhibit B – Legal Description of Applicant Property

LYDA PARCEL:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4, Section 8, Township 21 South, Range 28 East, Orange County, Florida, lying South of Masek Road now known as St. Johns Road.

AND

The West 1/2 of the Southeast 1/4 of the Southeast 1/4, Section 8, Township 21 South, Range 28 East, Orange County, Florida, lying South of Masek Road, now known as St. Johns Road.

CITIZENS PARCEL-C:

The South Half (S 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Section Seventeen (17) Township Twenty-One South of Range Twenty-Eight East, Orange County, Florida.

AND

The North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4) of Section Seventeen (17) Township Twenty-One South of Range Twenty Eight East, Orange County, Florida

AND

That part of the Southeast Quarter (SE 1/4) of Northeast Quarter (NE 1/4) of Section 17, Township 21 South, Range 28 East, Orange County, Florida, lying West of State Road 429 and less portion thereof described in Order of Taking recorded in Official Records Book 5487, Page 1547, Public Records of Orange County, Florida.

AND

That part of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of Northeast Quarter (NE 1/4), Section 17, Township 21 South, Range 28 East, Orange County, Florida, lying West of State Road 429 right of way, and less portion described in Order of Taking recorded in Official Records Book 5487, Page 1547, Public Records of Orange County, Florida.

AND

The Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4), of the Northeast Quarter (NE 1/4), of Section 17, Township 21 South, Range 28 East, Orange County, Florida; less portion described in Order of Taking recorded in Official Records Book 5487, Page 1547, Public Records of Orange County, Florida.

AND

All that portion of the East Half 1/2 (E1/2) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE1/4) of Section 8, Township 21 South, Range 28 East, lying South of the County Clay Road as now

existing, in Orange County, Florida; and lying West of lands described in Order of Taking recorded in Official Records Book 5487, Page 1547 and less right of way described in Official Records Book 1981, Page 295, Public Records of Orange County, Florida.

Exhibit C– Location Map

Exhibit D – Capital Contribution Calculation



Facilities Planning
Orange County Public Schools



Jurisdiction: City of Apopka
School Board Dist.: # 7
Parcel ID: Multiple Parcels
Acreage: +/- 154.18 ac

Schools
ES: Apopka
MS: Wolf Lake
HS: Apopka

Capital Contribution Calculation

CEA- APK- 17 --009 LAKE MARSHALL SUBDIVISION	PASS				FAIL				MS Total	HS Total	Total	
	ES Single Family (Unvested Only)	ES Multifamily (Unvested Only)	ES Townhomes (Unvested Only)	ES Total	MS Single Family (Unvested Only)	MS Multifamily (Unvested Only)	MS Townhomes (Unvested Only)	MS Total				HS Single Family (Unvested Only)
Status												
Generation Rate	0.191	0.149	0.162		0.095	0.063	0.076		0.131	0.070	0.092	
Housing Units Proposed (Non-Exempt)	194	0	0	194	194	0	0	194	194	0	0	194
Net Development Impact				0				18,43				25,414
Total Cost per Student Station for Failing Schools				\$ 27,053				\$ 27,053				\$ 27,053
Net Impact Cost per Student for Passing Schools				\$ 21,065				\$ 21,065				\$ 21,065
Capital Contribution per Student				\$ 5,988				\$ 5,988				\$ 5,988
Capital Contribution Due				\$ 0				\$ 110,359				\$ 152,179
												\$ 262,538

Impact Fee Calculator	Single Family	Mult Family	Townhomes	Total
Housing Units Proposed	194	0	0	
Impact Fee Rate	\$ 8,784	\$ 5,919	\$ 6,830	
Total Estimated Impact Fee	\$ 1,704,096	\$ 0	\$ 0	\$ 1,704,096

Total Fiscal Impact	\$ 1,966,634
---------------------	--------------

Exhibit E – Prepaid Impact Fee Form



EXHIBIT D - SCHOOL MITIGATION FORM
OCPS Department of Facilities Planning
 6501 Magic Way, Building 200, Orlando, FL 32809
 TEL: 407-317-3974 / FAX: 407-317-3263 / WEB: <http://planning.ocps.net>

This form must be completed and returned to the Department of Facilities Planning at Orange County Public Schools (OCPS) in conjunction with each plat request made to the local government to satisfy Section 4.c. of a School Mitigation Agreement ("Agreement"). When applicable, a check for the Capital Contribution payable to OCPS should accompany this form.

Received Stamp

THIS FORM APPLIES ONLY TO AGREEMENTS EXECUTED AFTER FEBRUARY 1, 2018.

SECTION 1: CEA INFORMATION	CEA #:
	CEA Title:
	Jurisdiction:
	Parcel ID(s) of property in this request: ¹
	General Location:
	Development Permit Type: ²
Please include copies of all transfers and/or assignments of units under the original CEA to the current property owner.	
Acknowledge and Initial: <input type="checkbox"/> _____	

SECTION 2: APPLICANT INFORMATION	Date:
	Applicant Name:
	Company:
	Phone #:
	Email:
	Signature:

Section 3: Applicant Checklist	
<input type="checkbox"/>	If applicable, copy of assignment and/or transfer of CEA credits to property. (Attach to email)
<input type="checkbox"/>	11 X 17 copy of the site plan/plat associated with this request. (Attach to email)
<input type="checkbox"/>	If applicable, check for Capital Contribution, payable to the Orange County Public Schools .



EXHIBIT D - SCHOOL MITIGATION FORM
 OCPS Department of Facilities Planning
 6501 Magic Way, Building 200, Orlando, FL 32809
 TEL: 407-317-3974 / FAX: 407-317-3263 / WEB: <http://planning.ocps.net>

SECTION 4: DEVELOPMENT PROFILE	Plat/Site Plan Title: ³				
	Project Name:				
	New Units (CEA Units)				
		Total # of Units	# Single Family	# Multi-Family	# Townhome
	CEA Units				
	CEA Units in this Request				
	CEA Units in Previous Plats				
	CEA Units Balance				
	Vested Units (Leave blank if there are no vested units)⁴				
	Vested Units				
	Vested Units in this Request				
	Vested Units in Previous Plats				
Vested Balance					

SECTION 5: MITIGATION	Please refer to Section 4.a. of the Agreement			
	Capital Contribution Amount (Payable to <u>Orange County School Board</u>)			
	Unit Type	# of Units	\$ per Unit	Total Mitigation
	SF	X	\$	\$
	TH	X	\$	\$
	MH	X	\$	\$
		GRAND TOTAL:	\$	

For OCPS Use Only:			
Reviewer : _____		Date Reviewed: _____	
<input type="checkbox"/>	Application Sufficient	<input type="checkbox"/>	Letter of Authorization Approved

Footnotes:

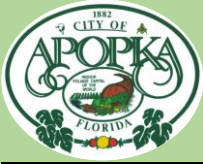
- List all parcel identification numbers assigned to the parcels within the Preliminary Subdivision Plan (PSP), site plan, or plat boundaries that apply to this application. List parcel IDs in a separate attachment, if necessary.
- Development permit type – state whether the request applies to a plat, PSP, site plan, or other type of approval. A separate School Mitigation Form must be completed for each development application.
- State the title of the PSP, site plan, master plan or plat exactly as it appears on that document.
- The CEA or your Capacity Determination application signed by the Applicable Local Government will have the number of residential units that are vested from the capacity enhancement process.

Document comparison by Workshare Compare on Friday, March 02, 2018
8:44:50 AM

Input:	
Document 1 ID	interwovenSite://HKDMS/Active/55436256/4
Description	#55436256v4<Active> - AV Homes - Johns Road, Apopka - Capacity Enhancement Agreement
Document 2 ID	interwovenSite://HKDMS/Active/55436256/5
Description	#55436256v5<Active> - AV Homes - Johns Road, Apopka - Capacity Enhancement Agreement
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	5
Deletions	4
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	11



CITY OF APOPKA CITY COUNCIL

- CONSENT AGENDA
- PUBLIC HEARING
- SPECIAL REPORTS
- OTHER: Final Dev. Plan

MEETING OF: March 21, 2018
 FROM: Community Development
 EXHIBITS: Vicinity Map
 Aerial Map
 Building Renderings
 Final Development Plan/Plat
 Lake Gem CP Plat
 Landscape Plan

SUBJECT: LAKE GEM COMMERCE PARK – FINAL DEVELOPMENT PLAN AND PLAT (SUBDIVISION)

REQUEST: APPROVAL OF THE FINAL DEVELOPMENT PLAN AND PLAT FOR LAKE GEM COMMERCE PARK

SUMMARY:

OWNER/APPLICANT: Property Industrial Enterprises, LLC c/o Michael R. Cooper
 PROJECT ENGINEER: Al Tehrani, P.E.
 LOCATION: 511 and 611 Marshall Lake Road
 EXISTING USE: Vacant
 FUTURE LAND USE: Industrial
 ZONING: PUD (Planned Unit Development)/I-1
 PROPOSED DEVELOPMENT: Commerce Park with 12 Lots
 Minimum lot width: 160 feet; minimum lot size: 32,597 square feet
 TRACT SIZE: 28.74 +/- acres
 FLOOR AREA RATIO (FAR): Maximum 0.60 FAR

FUNDING SOURCE:

N/A

DISTRIBUTION

Mayor Kilsheimer	Finance Director	Public Services Director
Commissioners (4)	HR Director	City Clerk
City Administrator Irby	IT Director	Fire Chief
Community Development Director	Police Chief	Recreation Director

RELATIONSHIP TO ADJACENT PROPERTIES:

<i>Direction</i>	<i>Future Land Use</i>	<i>Zoning</i>	<i>Present Use</i>
North (City)	Railroad/Commercial	Railroad/I-1	Railroad/Vacant
East (City)	Industrial	I-1	Vacant
South (City)	Industrial	Right-of-Way/I-1	Marshall Lake Road/Single Family Residence/Horticulture/Vacant
West (City)	Conservation\Industrial	I-1	Vacant

Project Use: The Lake Gem Commerce Park Final Development Plan/Plat proposes the development of 12 industrial lots. Located within the PUD/I-1 zoning district, the plan shows a minimum lot width of 160 feet and with a no individual lot being less than 32,597 square feet. Lake Gem Commerce must comply with the development standards for I-1 zoning district but allowed for a building height of up 50 feet.

Preliminary and/or Final Development Plans shall be provided at the time of the each lot development and comply with the most current Land Development Code and other City standards.

The minimum setbacks applicable to this project are:

Setback	Min. Standard
Front*	25'
Side	10'
Rear	10'*
Corner	25'

*30 feet setback from residential uses or zoning districts.

Access: Ingress/egress access points for the development will be via full access onto Marshall Lake Road.

Stormwater: The stormwater management system includes an on-site retention area. The stormwater pond is located within Tract B. The stormwater pond design meets the City’s Land Development Code requirements.

Buffer: A 25-foot wide landscaped buffer is provided along Marshall Lake Road, as required by Code, and on the boundary adjacent to the existing railroad. The plan also shows a 10-foot wide buffer along the eastern boundary.

ORANGE COUNTY NOTIFICATION: The County was notified at the time of the subdivision plan and plat for this property through the DRC agenda distribution.

PUBLIC HEARING SCHEDULE:

March 13, 2018 - Planning Commission, 5:30 p.m.

March 21, 2018 - City Council, 7:00 p.m.

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval of Lake Gem Commerce Park Final Development Plan/Plat subject to the final review by the City surveyor and City Engineer prior to recording the plat and findings of this staff report.

The **Planning Commission**, at its meeting on March 13, 2018, found the Lake Gem Commerce Park Final Development Plan and Plat consistent with the Comprehensive Plan and Land Development Code; and unanimously recommended approval of the Lake Gem Commerce Park Final Development Plan/Plat, subject to the findings of this staff report.

City Council Recommended Motion: Approve the Lake Gem Commerce Park Final Development Plan and Plat, subject to the findings of this staff report.

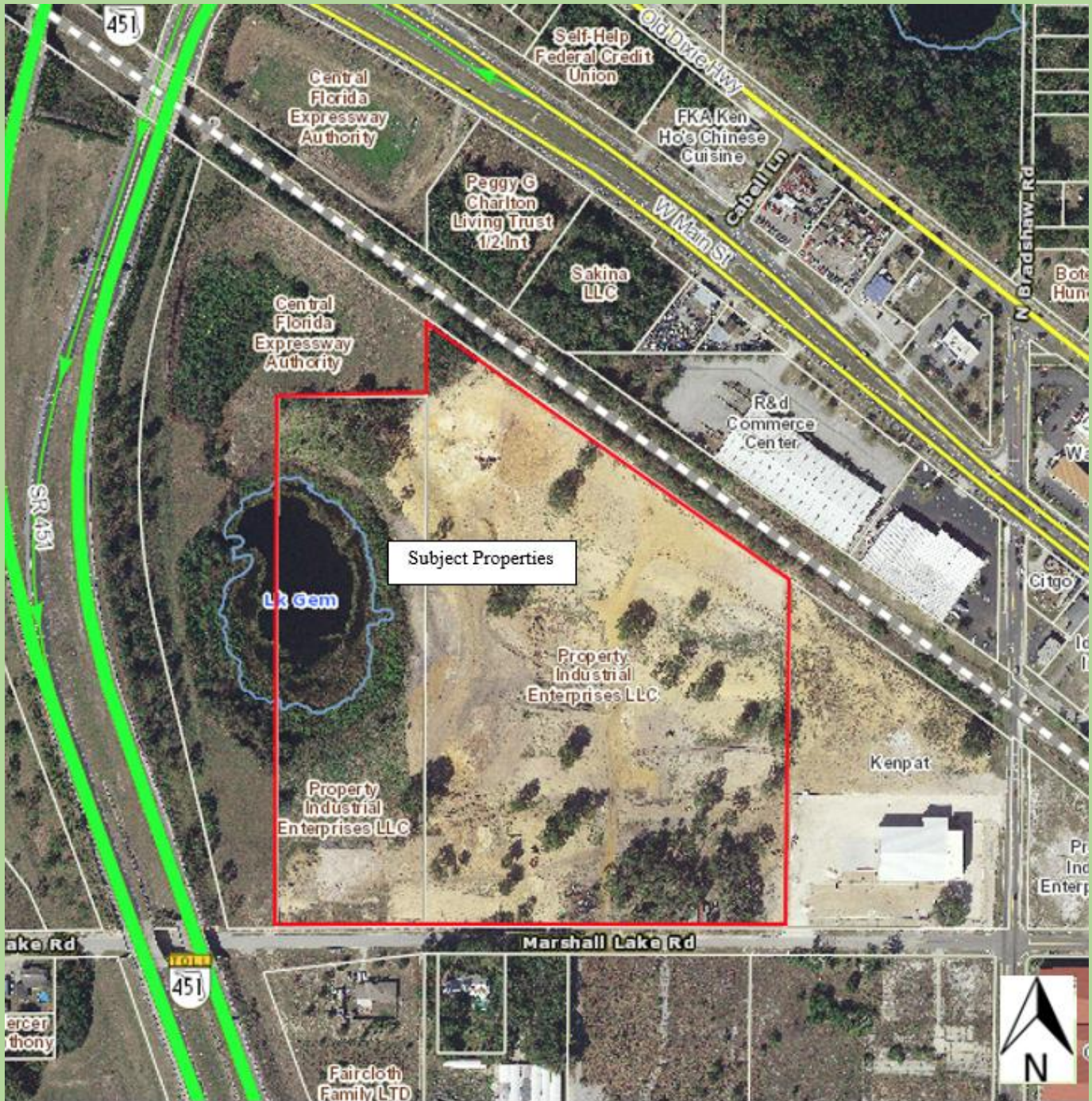
Note: This item is considered quasi-judicial. The staff report and its findings are to be incorporated into and made a part of the minutes of this meeting.

Property Industrial Enterprises, LLC c/o Michael R. Cooper
Ali Tehrani, P.E.
Lake Gem Commerce Park Subdivision
28.74 +/- acres
Proposed number of lots: 12
Parcel ID Nos.: 09-21-28-0000-00-011 and 08-21-28-0000-00-029

VICINITY MAP

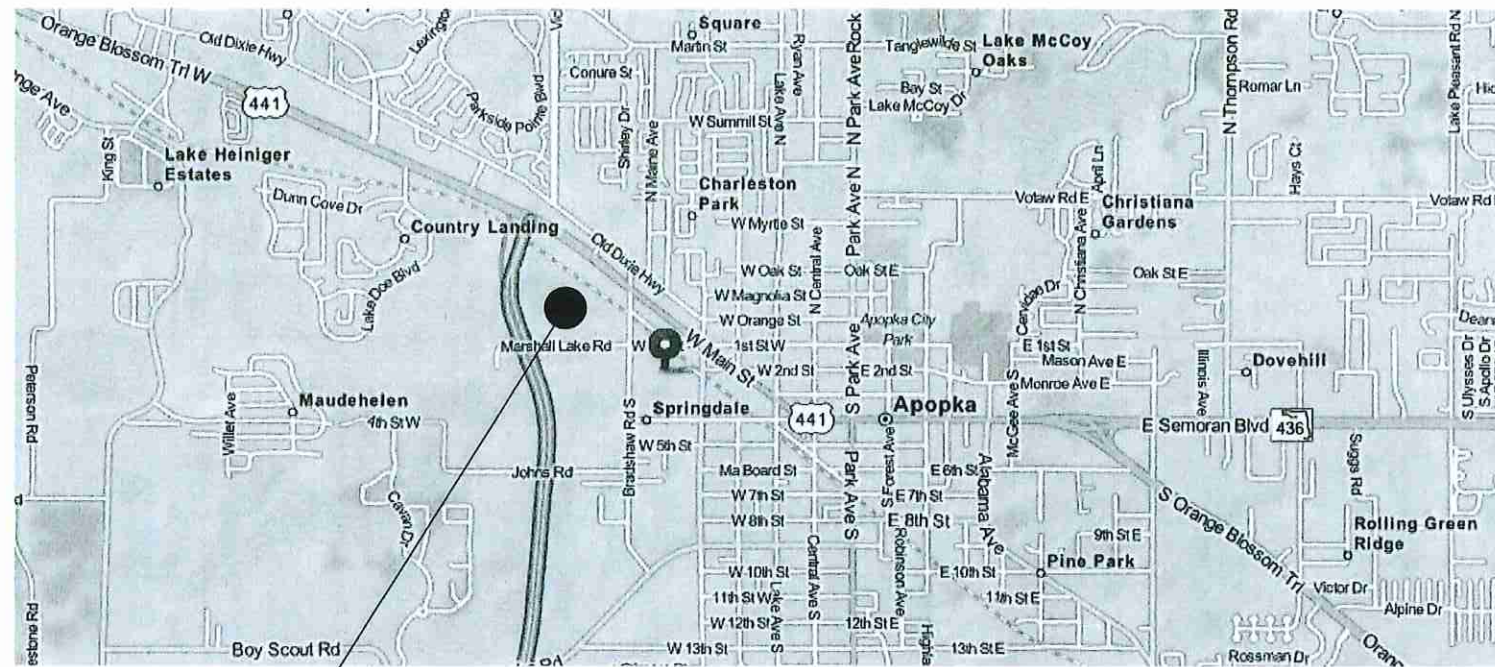


AERIAL MAP





SUBDIVISION PLAN INDEX OF DRAWINGS	
SHEET NO.	SHEET DESCRIPTION
1	COVER
2	LEGEND AND SITE DATA
3	GENERAL NOTES
4	BOUNDARY SURVEY
5	SUBDIVISION PLAN
6	UTILITY PLAN
7	GRADING PLAN
8	STORMWATER PLAN
9	DRAINAGE BASIN MAP (PRE-DEVELOPMENT)
10	DRAINAGE BASIN MAP (POST-DEVELOPMENT)
11-12	PLAN AND PROFILE VIEW
13	POND GEOMETRY & CROSS SECTIONS
14	POND OVERFLOW STRUCTURES DETAILS
15	POLLUTION PREVENTION PLAN
16-18	UTILITY DETAILS
19	CONSTRUCTION DETAILS
20	LIFT STATION PLAN
L-1	LANDSCAPE PLAN
L-2	IRRIGATION PLAN PLAN



VICINITY MAP
NTS

SITE LOCATION

NOTES:

- 1- EACH LOT SHALL SUBMIT A SEPARATE PRELIMINARY/ FINAL DEVELOPMENT PLAN TO INCLUDE SITE PLAN, BUILDING, LANDSCAPE, IRRIGATION PLANS FOR EACH LOT WILL BE SUBMITTED TO CITY FOR APPROVAL AT THE TIME OF DEVELOPMENT.
- 2- PERMANENT ENTRANCE CURB CUT LOCATIONS WILL BE DETERMINED AS EACH LOT DEVELOPED.
- 3- ORDINANCE NO.2447 APPLICABLE REQUIREMENTS WILL BE COMPLIED.
- 4- ALL DISTURBED SOIL SHALL BE SODDED OR SEED AND MULCHED.

FINAL DEVELOPMENT PLAN

LAKE GEM COMMERCE PARK SUBDIVISION PLAN

PARCEL ID: 08-21-28-0000-00-029
PARCEL ID: 09-21-28-0000-00-011

CITY OF APOPKA
JANUARY 2018



1-30-18
1048235

Plan Notes

COVER

No.	Revision/Issue	Date
1	CITY COMMENTS	1/18

ENGINEER OF RECORD
ALI TEHRANI, P.E.
FLORIDA P.E. LICENSE NO.48235
621 Sherwood Dr.
Altamonte Springs, FL 32751
Ph. (407) 948-0811

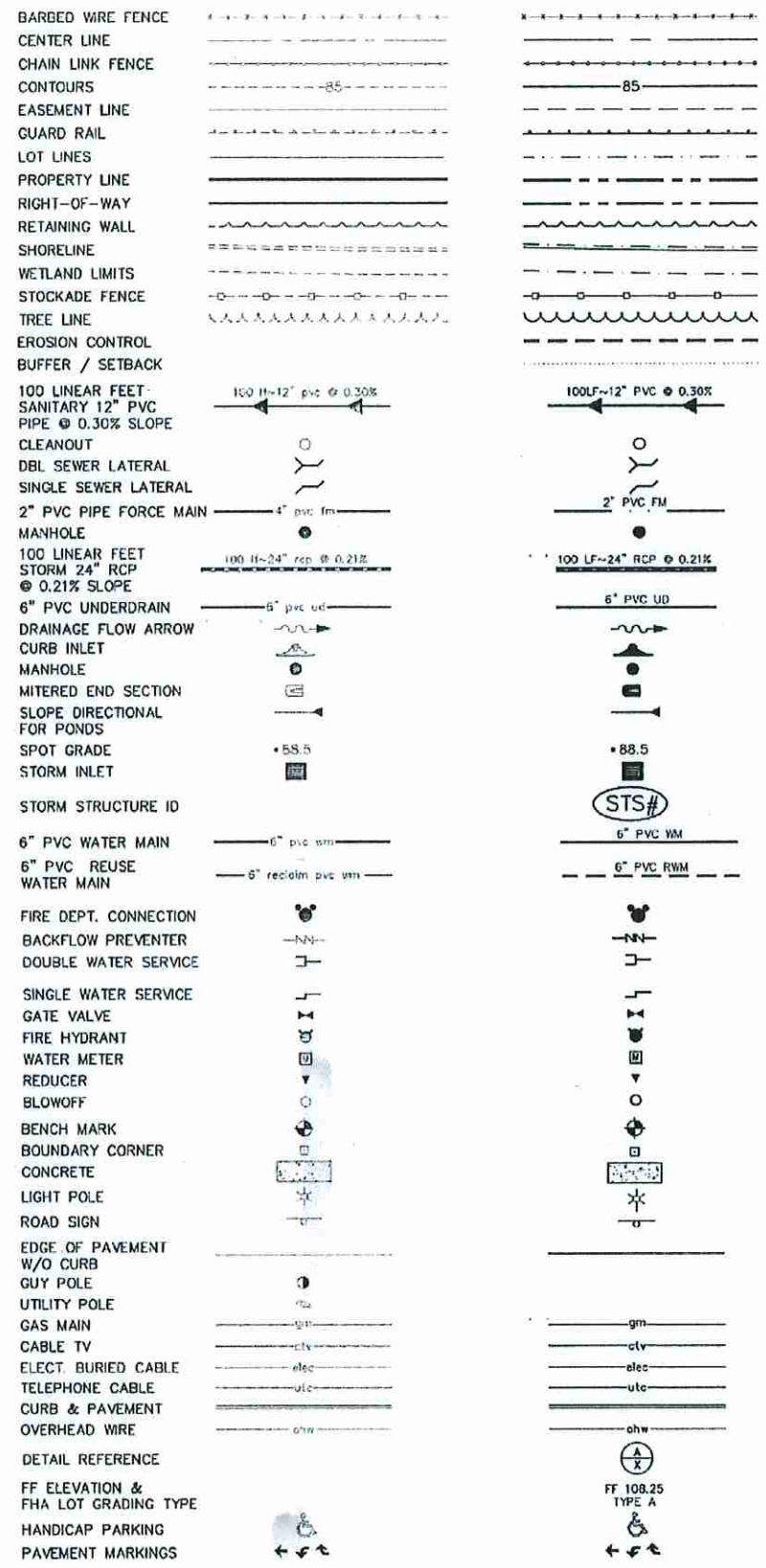
PROJECT NAME
LAKE GEM
COMMERCE PARK
516 Cooper Commerce Dr., Suite 200
Apopka, FL 32703

DWG Sheet 1-3	SHEET 1
Date August, 2017	
Scale As Shown	

ABBREVIATIONS

A	AB ANCHOR BOLT ABD ABANDON(ED) AC ACRE(S) AC-FT ACRE FOOT/FEET ACP ASBESTOS CEMENT PIPE ADDL ADDITIONAL ADT AVERAGE DAILY TRAFFIC AL ALUMINUM AM BEFORE NOON APPROX APPROXIMATE ARV AIR RELEASE VALVE ARVY AIR RELEASE VACUUM VALVE ASPH ASPHALT ASSY ASSEMBLY AVE AVENUE AVG AVERAGE	F FG FINISHED GRADE FH FIRE HYDRANT FIG FIGURE FIN FINISHED FLR FLOOR FLX FLEXIBLE FLO FLANGE FM FORCE MAIN FND FOUND FT FEET/FOOT FIG FOOTING	P PRC POINT OF REVERSE CURVATURE PRESS PRESSURE PROJ PROJECT PROP PROPOSED PRV PRESSURE REDUCING VALVE PRVC POINT OF REVERSE VERTICAL CURVE PSF POUNDS PER SQUARE FOOT PSI POUNDS PER SQUARE INCH PT POINT OF TANGENCY PV PLUG VALVE PVC POLYVINYL CHLORIDE PVMT PAVEMENT PWR POWER	
B	BPF BACKFLOW PREVENTER BL BASELINE BLDG BUILDING BLVD BOULEVARD BM BENCH MARK BDY BOUNDARY BO BLOWOFF BOC BACK OF CURB B/W BOTTOM OF WALL BV BUTTERFLY VALVE BYC BEGIN VERTICAL CURVE	G GA GAUGE GAL GALLON GALV GALVANIZED GM GAS MAIN GPD GALLONS PER DAY GPH GALLONS PER HOUR GPM GALLONS PER MINUTE GPS GALLONS PER SECOND GV GATE VALVE GV&B GATE VALVE AND BOX GW GUY WIRE	Q FLOW RATE	
C	CB CATCH BASIN C/C CENTER TO CENTER CF CUBIC FEET CFM CUBIC FEET PER MINUTE CFS CUBIC FEET PER SECOND C&G CURB AND GUTTER CI CAST IRON CIP CAST IRON PIPE C/J CONSTRUCTION JOINT CL CENTER LINE CLP CONCRETE LIGHT POLE CLR CLEAR/CLEARANCE CL CLASS CM CONCRETE MONUMENT CMP CORRUGATED METAL PIPE CO COUNTY CO CLEANOUT CO. COLUMN COND CONCRETE CONST CONSTRUCTION (ION) CONT CONTINUOUS COORD COORDINATE(S) COR CORNER CPR CONCRETE POWER POLE CS CONTROL STRUCTURE CTR CENTER CATV CABLE TELEVISION CULV CULVERT CV CHECK VALVE CY CUBIC YARD	H HDPE HIGH DENSITY POLYETHYLENE PIPE HORIZ HORIZONTAL HORESPKOR HORNSPREADER HGT HEIGHT HW HEADWALL HWL HIGH WATER LEVEL HWY HIGHWAY HYD HYDRANT	R R RADIUS RCP REINFORCED CONCRETE PIPE RD ROAD RED REDUCER REF REFERENCE REINF REINFORCE(D) REQ'D REQUIRED REV REWSE/REVISION RPP REDUCED PRESSURE RPPM BACKFLOW PREVENTOR RPM REVOLUTIONS PER MINUTE RR RAILROAD RV RELIEF VALVE R/W RIGHT-OF-WAY RWM REUSE WATER MAIN	
D	DBL DOUBLE DBL DIAMETER AT BREAST HEIGHT DEG DEGREE DEPT DEPARTMENT DET DETAIL DHWL DESIGN HIGH WATER LEVEL DIM DIMENSION DIP DUCTILE IRON PIPE DISCH DISCHARGE DIST DISTANCE DMH DROP MANHOLE DN DOWN DRN DRAIN DWG DRAWING	I I-4 INTERSTATE HIGHWAY IA INTERSECTION ANGLE ID INSIDE DIAMETER IN INCHES INL INLET IP IRON PIPE IR IRON ROD INT INTERSECT/INTERSECTION INV INVERT	S S SOUTH SA SANITARY SEWER SCH SCHEDULE SE SOUTHEAST SEC SECONDS SECT SECTION SF SQUARE FEET SH SHEET S/L SETBACK LINE SPEC SPECIFICATIONS SQ SQUARE SQ IN SQUARE INCHES SQ YD SQUARE YARDS SR STATE ROAD SS STAINLESS STEEL ST STATION STA STATION STD STANDARD STL STEEL STR STRUCTURE STS STORM SEWER SVC SERVICE SW SOUTHWEST S/W SIDEWALK SYM SYMBOL(S) SYS SYSTEM	
E	EA EAST EACH EACH EG EXISTING GRADE ELEC ELECTRIC ELEV ELEVATION ELLIP ELLIPSE/ELLIPTICAL ENC ENCASEMENT ENG ENGINEER(ING) EOP EDGE OF PAVEMENT EQUIP EQUIPMENT EQUIV EQUIVALENT ESMT EASEMENT EST ESTIMATE EVC END VERTICAL CURVE EXIST EXISTING EXP EXPAND/EXPANSION EXT EXTEND/EXTENSION	J JB JUNCTION BOX JCT JUNCTION JT JOINT	T T TANGENT T&B TOP AND BOTTOM TBM TEMPORARY BENCH MARK TC TIME OF CONCENTRATION TDW TOTAL DYNAMIC HEAD TE TOP ELEVATION TEMP TEMPORARY TOB TOP OF BANK TOC TOP OF CURB TOS TOE OF SLOPE T/W TOP OF WALL TS TOP OF SLOPE TSHIP TOWNSHIP TYP TYPICAL	
F	FD FLOOR DRAIN FDC FIRE DEPARTMENT CONNECTION FDOT FLORIDA DEPARTMENT OF TRANSPORTATION FF FINISHED FLOOR	L LAT LATITUDE LATL LATERAL LB POUND LF LINEAR FEET/FOOT LONG LONGITUDE LP LIGHT POLE LS LIFT STATION LT LEFT LWL LOW WATER LEVEL	M MAINT MAINTENANCE MATL MATERIAL MAX MAXIMUM MECH MECHANICAL MES MITERED END SECTION MFR MANUFACTURER MGD MILLION GALLONS PER DAY MH MANHOLE MHW MEAN HIGH WATER LEVEL MIN MINIMUM MISC MISCELLANEOUS MJ MECHANICAL JOINT MLWL MEAN LOW WATER LEVEL MON MONUMENT MPH MILES PER HOUR MSL MEAN SEA LEVEL	U UD UNDERDRAIN UG UNDERGROUND UTC UNDERGROUND TELEPHONE CABLE
G	GA GAUGE GAL GALLON GALV GALVANIZED GM GAS MAIN GPD GALLONS PER DAY GPH GALLONS PER HOUR GPM GALLONS PER MINUTE GPS GALLONS PER SECOND GV GATE VALVE GV&B GATE VALVE AND BOX GW GUY WIRE	N N NORTH NA NOT APPLICABLE NCL NORMAL CONTROL LEVEL NE NORTHEAST NG NATURAL GROUND NIC NOT IN CONTRACT NO OR # NUMBER NTS NOT TO SCALE NW NORTHWEST NWL NORMAL WATER LEVEL	V V VALVE BOX VC VERTICAL CURVE VCP VITRIFIED CLAY PIPE VERT VERTICAL VPC VERTICAL POINT OF CURVE VPI VERTICAL POINT OF INTERSECTION VPT VERTICAL POINT OF TANGENCY	W W WEST W/ WITH WM WATER MAIN W/O WITHOUT WPP WOOD POWER POLE WST WET SEASON WATER TABLE WV WATER VALVE WVF WELDED WIRE FABRIC WVM WELDED WIRE MESH
H	HDPE HIGH DENSITY POLYETHYLENE PIPE HORIZ HORIZONTAL HORESPKOR HORNSPREADER HGT HEIGHT HW HEADWALL HWL HIGH WATER LEVEL HWY HIGHWAY HYD HYDRANT	O OC ON CENTER OD OUTSIDE DIAMETER OPNG OPENING OPP OPPOSITE OVRHD OVERHEAD	Y YD YARD YR YEAR	Misc. AND AT DELTA

LEGEND



SITE DATA

OWNER
 PROPERTIES INDUSTRIAL ENTERPRISES, LLC.
 MICHAEL R. COOPER
 370 COOPER PALMS PARKWAY
 APOPKA, FL 32703
 (407) 889-2510
ENGINEER
 ALI TEHRANI, P.E.
 621 SHERWOOD DR
 ALTAMONTE SPRINGS, FL 32751
 (407) 948-0811
 FLORIDA PE #48235
SURVEYOR
 NIETO WHITTAKER SURVEYING LLC
 582 W. SPRING TREE WAY
 LAKE HAVY, FL 32748
 (407) 484-0103
SITE DATA
 PARCEL ADDRESS 511 MARSHALL LAKE RD., APOPKA, FL 32703
 TOTAL AREA 28.60 AC.
 CURRENT ZONING PUD (I-1)
FUTURE LAND USE
 INDUSTRIAL (PUD/I-1)
PROPOSED USE
 INDUSTRIAL (PUD/I-1)
PROPOSED IMPROVEMENTS
 THE MASTER INFRASTRUCTURE IMPROVEMENTS SHALL INCLUDE UTILITY (DRINKING WATER, SANITARY SEWER, RECLAIMED WATER AND STORM WATER) AND OTHER INFRASTRUCTURE TO SERVE THE TOTAL PROJECT.
STORMWATER
 THE MASTER STORMWATER SYSTEM HAS BEEN SIZED TO MEET THE APOPKA BASIN RULE AND THE WETLAND RECHARGE REQUIREMENTS OF THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. ADDITIONALLY THE POST DEVELOPMENT PEAK DISCHARGE RATE FOR THE MEAN ANNUAL AND THE 25 YEAR - 24 HOUR STORM EVENTS WILL BE EQUAL OR LESS THAN PREDEVELOPMENT DISCHARGE RATE. THE POND IS SIZED BASED ON 80% IMPERVIOUS & 20% PERVIOUS PER LOTS.
 TOTAL SITE AREA = 1,245,738 (SF) / 28.60 (AC)
 PERVIOUS AREA (56.0%) = 697,831 (SF) / 16.02 (AC)
 IMPERVIOUS AREA (44.0%) = 547,907 (SF) / 12.57 (AC)

FLOOD ZONE
ZONE "A" 100-YR. FEMA FLOOD ELEVATION = 85.00 (NGVD-29)

PARCEL ID#:	09-21-28-0000-00-011
FUTURE LAND USE	INDUSTRIAL
FUTURE LAND USE	PUD / I-1
ADJACENT FUTURE LAND USE	NORTH: C-1 SOUTH: HWY EAST: PUD/I-1 WEST: HWY
ADJACENT ZONING	NORTH: C-1 SOUTH: HWY EAST: PUD/I-1 WEST: HWY
ACREAGE / SQUARE FOOTAGE	28.6 AC
BUILDING HEIGHT	PROPOSED: N/A MAX: 50 FT.
FLOOR AREA RATIO	PROPOSED: N/A MAX: 0.60.
BUILDING SET BACK	REQUIRED FRONT: 25' SIDE: 10' REAR: 10' CORNER: 25'
PARKING SPACES	PROVIDED: N/A REQUIRED: N/A
NUMBER OF EMPLOYEES	N/A
PROPOSED NUMBER OF BEDS	N/A
WAVAR REQUEST	NO
VARIANCE REQUEST	NO

Plan Notes

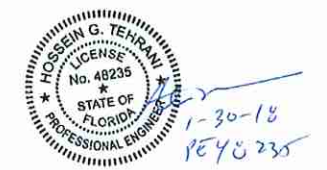
LEGEND AND SITE DATA

No.	Revision/Issue	Date
1	CITY COMMENTS	1/18

ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811

PROJECT NAME
LAKE GEM COMMERCE PARK
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

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GENERAL NOTES

- CONTRACTOR IS ADVISED THAT PRIOR TO BEGINNING ANY WORK ONSITE, THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) REQUIRES THE FILING OF A NOTICE OF INTENT (NOI) FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NPDES CONSTRUCTION GENERAL PERMIT. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO FILE THE NOI AND FORWARD COPIES TO TEHRANI CONSULTING ENGINEERING AND THE LOCAL MS4 OPERATOR, IF APPLICABLE. CONTACT FDEP NPDES STORMWATER NOTICES CENTER AT 866-336-6312 FOR MORE INFORMATION.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND ARE ONSITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- FOR STORMWATER POLLUTION PREVENTION PLAN, NOTES AND CONTRACTOR'S CERTIFICATION, SEE SHEET B.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING A SAFE AND SECURE CONSTRUCTION SITE. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL SAFETY CODES AND REQUIREMENTS TO INSURE THAT WORKERS, AND ALL OTHER AFFECTED PERSONS, MATERIALS, ONSITE AND OFFSITE MATERIALS, ONSITE AND OFFSITE PROPERTY, ARE SAFE. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO INSURE THE SITE IS SECURE AND NOT ACCESSIBLE TO UNAUTHORIZED PERSONS.
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY TEHRANI CONSULTING ENGINEERING OF ANY DISCREPANCIES FOUND BETWEEN THESE PLANS AND THE FIELD CONDITIONS.
- 48 HOURS PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE FOLLOWING:

APOPKA PUBLIC WORKS	(407) 703-1731
APOPKA BUILDING DEPARTMENT	(407) 703-1713
BELLSOUTH TELEPHONE	(888) 757-6500
DUKE ENERGY	(407) 629-1010
SPECTRUM	(407) 291-2500
TEHRANI CONSULTING ENG.	(407) 948-0811
- CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES THAT ARE TO BE SAVED. IF THERE IS A QUESTION AS TO WHETHER A PARTICULAR AREA SHOULD BE CLEARED, THE CONTRACTOR SHALL CONTACT THE OWNER FOR FURTHER INSTRUCTIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTS. DISTURBED MONUMENTS SHALL BE RESTORED AT CONTRACTOR'S EXPENSE, BY A FLORIDA LICENSED LAND SURVEYOR SELECTED BY THE OWNER.
- THE TOPOGRAPHIC SURVEY INFORMATION SHOWN WAS PROVIDED BY NIETO WHITTAKER SURVEYING, LLC, AND IS NOT CERTIFIED BY TEHRANI CONSULTING ENGINEERING.
- ALL DIMENSIONS ARE TO THE EDGE OF PAVEMENT. ALL CURB RADII ARE 5' UNLESS OTHERWISE NOTED.
- ALL PAVEMENT MARKERS, STRIPING, SIGNAGE, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BY CONTRACTOR PER ALL MUNICIPAL AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
- REGULATORY STRIPPING AND SIGNS SHALL BE IN PLACE PRIOR TO FINAL INSPECTION OF PAVING AND DRAINAGE IMPROVEMENTS.
- ALL DISTURBED AREAS, SIGNAGE, AND LIGHTING SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITIONS OR BETTER.
- ALL EQUIPMENT, INCLUDING ROOFTOP AND UTILITY BOXES, MUST BE FULLY SCREENED FROM VIEW OF RIGHTS-OF-WAY AND ADJACENT PROPERTIES.

PAVING AND GRADING NOTES

- SITE GRADING, PAVING, AND DRAINAGE MATERIALS AND CONSTRUCTION SHALL CONFORM TO CITY OF APOPKA DEVELOPMENT STANDARDS AND SPECIFICATIONS AND FDOT ROADWAY DESIGN STANDARD AND SPECIFICATIONS.
- FOR GEOTECHNICAL RECOMMENDATIONS AND FINDING, REFER TO THE GEOTECHNICAL INVESTIGATION PREPARED BY YOVAISH ENGINEERING SCIENCES, INC. UPDATED GEOTECHNICAL RECOMMENDATIONS AND FINDINGS, REFER TO THE GEOTECHNICAL INVESTIGATIONS PREPARED BY YOVAISH ENGINEERING SCIENCES, INC.
- ELEVATIONS AT CURB ARE EDGE OF PAVEMENT; TOP OF CURB SHALL BE 6" ABOVE EDGE OF PAVEMENT.
- CONTRACTOR IS RESPONSIBLE FOR GRADING ALL PARKING AND DRIVEWAYS TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. SHOULD AREAS OF POOR DRAINAGE RESULT FROM THE ADJUSTMENTS DESCRIBED, THE CONTRACTOR SHALL NOTIFY THE SITE SUPERINTENDENT AND THE ENGINEER PRIOR TO PLACING BASE SO THAT RECOMMENDATIONS FOR CORRECTION MAY BE MADE.
- MINIMUM GRADE OF SODDED AREA SHALL BE 1%.
- A SMOOTH FINISHED TRANSITION SHALL BE MADE AT ALL CURB TERMINATIONS (TYPICAL 2 FOOT TAPER) UNLESS OTHERWISE NOTED.
- AFTER THE COMPLETION OF THE STORMWATER FEATURES, INSPECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT.
- THE FOLLOWING CONSTRUCTION PROCEDURES ARE RECOMMENDED FOR THE DRY POND(S), PER ST. JOHNS RIVER WATER MANAGEMENT DISTRICT:
 - INITIALLY CONSTRUCT THE RETENTION BASIN TO ROUGH GRADE BY UNDER-EXCAVATING THE BASIN BOTTOM AND SIDES BY APPROXIMATELY 12-INCHES.
 - AFTER THE DRAINAGE AREA CONTRIBUTING TO THE BASIN HAS BEEN FULLY STABILIZED, THE INTERIOR SIDE SLOPES AND BASIN BOTTOM SHOULD BE EXCAVATED TO FINAL DESIGN SPECIFICATIONS. THE EXCESS SOIL AND UNDESIRABLE MATERIAL SHOULD BE CAREFULLY EXCAVATED AND REMOVED, SO THAT ALL ACCUMULATED SILTS, CLAYS, ORGANICS, AND OTHER FINE MATERIAL SHOULD BE DISPOSED OF BEYOND THE LIMITS OF THE DRAINAGE AREA OF THE BASIN.
 - ONCE THE BASIN HAS BEEN EXCAVATED TO FINAL GRADE, THE ENTIRE BASIN BOTTOM SHOULD BE DEEP RAKED AND LOOSENESED FOR OPTIMAL INFILTRATION.
 - FINALLY, THE BASIN SHOULD BE STABILIZED WITH PERVIOUS MATERIAL OR PERMANENT VEGETATIVE COVER. TO PROVIDE PROPER TREATMENT OF THE RUNOFF IN VERY PERMEABLE SOILS, PERMANENT VEGETATIVE COVER MUST BE UTILIZED WHEN U.S. DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE (SCS) HYDROLOGIC GROUP "A" SOILS UNDERLIE THE RETENTION BASIN.
- PRIOR TO FINAL ACCEPTANCE THE CONTRACTOR SHALL PROVIDE TEHRANI CONSULTING ENGINEERING WITH COMPLETE STORMWATER AS-BUILTS INCLUDING CONTROL STRUCTURES, INLETS AND PIPES, SPREADER SWALES (IF ANY), AND POND CONTOURS, DIMENSIONS, AND SLOPES.
- ALL DISTURBED AREAS ONSITE AND OFFSITE SHALL BE RETURNED TO ORIGINAL CONDITIONS OR BETTER, SOD ALL DISTURBED AREAS.
- ALL HIGH-DENSITY POLYETHYLENE (HDPE) PIPE USED FOR STORM DRAIN APPLICATIONS SHALL CONFORM TO THE REQUIREMENTS OF AASHTO M294 CURRENT EDITION AND BE CERTIFIED THROUGH THE PLASTIC PIPE INSTITUTE (PPI) THIRD PARTY CERTIFICATION PROGRAM. ALL HDPE PIPE DELIVERED AND USED SHALL BEAR THE THIRD PARTY ADMINISTERED PPI SEAL. ALL HDPE JOINTS SHALL BE WATER TIGHT AND CERTIFIED TO MEET A MINIMUM LAB TEST OF 10.8 PSI PER ASTM D3212.

UTILITY NOTES

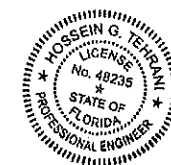
- ALL CONSTRUCTION SHALL CONFORM TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, AND CITY OF APOPKA STANDARDS AND SPECIFICATIONS. IN CASE OF A CONFLICT THE MOST STRINGENT RULE SHALL APPLY.
- GRAVITY SEWER MAIN PIPE SHALL BE PVC EXCEPT AS NOTED AND SHALL MEET ASTM D3034 (SDR 35), JOINTS SHALL CONFORM TO ASTM D3212 AND F477.
- GRAVITY SEWER MAIN SHALL BE TESTED PER CITY OF APOPKA STANDARDS, PIPE SHALL BE LAMPED FOR ALIGNMENT, SLOPE TRUENESS, INFILTRATION, STANDING WATER, AND CLEANLINESS BY A CITY OF APOPKA INSPECTOR AND TEHRANI CONSULTING ENGINEERING REPRESENTATIVE. LEAKAGE TESTING SHALL ALSO BE PERFORMED IF REQUIRED BY CITY OF APOPKA.
- THE ENGINEER AND CITY OF APOPKA INSPECTOR SHALL BE NOTIFIED AT LEAST 5 DAYS PRIOR TO ANY TESTING. FAILURE TO DO SO WILL RESULT IN RETESTING AT THE CONTRACTOR'S EXPENSE.
- COMPLETE AS-BUILT DRAWINGS PREPARED BY A PROFESSIONAL LAND SURVEYOR SHALL BE PROVIDED TO THE ENGINEER IMMEDIATELY AFTER COMPLETION OF THE WATER AND SEWER IMPROVEMENTS. AS-BUILTS SHALL INCLUDE MANHOLE LOCATION WITH TOP AND INVERT ELEVATION, LOCATION OF VALVES, FITTINGS, AND OTHER APPURTENANCES, LENGTHS OF PIPE, TOP OF WATER MAIN ELEVATIONS, SIZE AND MATERIAL OF PIPE, SEPARATION DISTANCES AT PIPE CROSSINGS AND SHALL MEET CITY OF APOPKA REQUIREMENTS.
- CONTRACTOR SHALL NOTIFY UTILITIES AND SUNSHINE PRIOR TO CONSTRUCTION FOR FLAGGING / LOCATION OF EXISTING UTILITY LINES, EXISTING UTILITY LOCATIONS SHOWN ARE ONLY APPROXIMATE.
- ALL SEWER PIPE SHALL BE BURIED WITH IDENTIFICATION TAPE ABOVE THE TOP OF THE PIPE. THE TAPE SHALL INDICATE THE PRESENCE OF GRAVITY SEWERS PLAINLY ON THE TAPE FACE. INDICATOR TAPE SHALL BE DETECTABLE BY STANDARD METAL DETECTION EQUIPMENT.
- ALL WATER MAINS SHALL BE INSTALLED WITH CONTINUOUS, INSULATED 10 GAUGE COPPER WIRE INSTALLED DIRECTLY ON TOP OF THE PIPE FOR LOCATION PURPOSES. ALL PIPE AND PIPE FITTINGS SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320 (21) (B) 3, F.A.C., USING BLUE AS A PREDOMINANT COLOR.
- WHERE WATER AND GRAVITY SANITARY SEWER MAINS CROSS WITH LESS THAN 18 INCHES VERTICAL CLEARANCE OR THE SEWER MAIN IS ABOVE THE WATER MAIN, THE SANITARY SEWER WILL BE 20 FEET OF PVC PIPE UPGRADED TO WATER MAIN STANDARDS AND PRESSURE TESTED.
- WHERE WATER MAINS AND STORM SEWER PIPES CROSS WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE WATER MAIN SHALL BE 20 FEET OF DUCTILE IRON PIPE CENTERED ON THE POINT OF CROSSING.
- WHEN A WATER MAIN PARALLELS A GRAVITY SANITARY SEWER MAIN, A SEPARATION (MEASURED EDGE TO EDGE) OF AT LEAST TEN FEET SHOULD BE MAINTAINED. WHERE THIS SEPARATION IS NOT MET, ONE OF THE FOLLOWING MUST OCCUR:
 - THE WATER MAIN IS LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, OR;
 - IF BOTH SANITARY SEWER AND POTABLE WATER MAINS ARE PROPOSED AND THE ABOVE (A) IS NOT MET, THE SANITARY SEWER PIPES SHALL BE UPGRADED TO THE EQUIVALENT PIPE MATERIAL AS THE WATER MAIN AND PRESSURE TESTED.
 - IF THE SANITARY SEWER IS EXISTING AND THE POTABLE WATER MAIN IS PROPOSED, THE WATER MAIN SHALL, AT A MINIMUM, BE UPGRADED TO DUCTILE IRON PIPE, CONSTRUCTED IN SEPARATE TRENCHES, LAID AT A HIGHER ELEVATION THAN THE SANITARY SEWER, AND UTILIZE STAGGERED JOINTS.
- HORIZONTAL SEPARATION OF 10 FEET (EDGE TO EDGE) MINIMUM AND VERTICAL SEPARATION OF 18 INCHES MINIMUM SHALL BE MAINTAINED BETWEEN FORCE MAINS AND WATER MAINS. SEPARATION REQUIREMENTS BETWEEN FORCE MAINS AND POTABLE WATER MAINS MUST BE MAINTAINED UNLESS APPROVED IN ADVANCE BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
- THE CONTRACTOR SHALL BE SEPARATELY RESPONSIBLE FOR APPROPRIATE CONSTRUCTION, DISINFECTION AND TESTING BEYOND THE WATER METER TO ASSURE POTABILITY AT THE POINT OF USE.
- POTABLE WATER PIPES SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH SPECIFICATION NUMBERS C600 AND C605/M23 FOR DUCTILE IRON AND PVC PIPES RESPECTIVELY AND WITNESSED BY CITY INSPECTOR AND TEHRANI CONSULTING ENGINEERING REPRESENTATIVE, CHLORINATION AND BACTERIOLOGICAL TESTING SHALL BE PERFORMED PER AWWA C651 AND WITNESSED BY CITY OF APOPKA INSPECTOR.
- POTABLE WATER PIPES MUST BE MANUFACTURED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 - DUCTILE IRON PIPE (3 INCHES TO 54 INCHES) - AWWA C160/C151;
 - PVC (WITH NATIONAL SANITATION FOUNDATIONS SEAL)
 - AWWA C900/ASTM 1784 (4 INCHES TO 12 INCHES) WITH DR18 MINIMUM;
 - AWWA C905 (14 INCHES TO 36 INCHES);
 - ASTM 1785 OR AWWA C905 (LESS THAN 4 INCHES) SCHEDULES 40, 80, AND 120 OR ASTM 2241 (SDR 21 MINIMUM);
 - POLYETHYLENE PIPE - AWWA C901 WITH VALVES AND FITTINGS (AWWA C800); AND
- IF CONNECTION TO THE WATER MAIN WILL RESULT IN A DEPRESSURIZATION OF THE EXISTING SYSTEM BELOW 20 POUNDS PER SQUARE INCH, ONE OF THE FOLLOWING MUST OCCUR:
 - PRECAUTIONARY BOIL WATER NOTICES MUST BE ISSUED IN CASE OF PLANNED DISTRIBUTION INTERRUPTIONS, WHICH ARE DEEMED AN IMMINENT PUBLIC HEALTH THREAT BY THE FDEP CENTRAL DISTRICT OR WILL AFFECT THE BACTERIOLOGICAL QUALITY OF THE DRINKING WATER UNLESS THE PUBLIC WATER SYSTEM CAN DEMONSTRATE, BY SOUND ENGINEERING JUDGEMENT, THAT THE INTEGRITY OF THE WATER SYSTEM HAS BEEN MAINTAINED; OR
 - IN CASES OF BRIEF INTERRUPTION IN SERVICE, ADVISORIES (NOT BOIL WATER NOTICES) SHOULD BE ISSUED IF TEMPORARY CHANGES IN WATER QUALITY ARE EXPECTED TO OCCUR AND NOT DEEMED AN IMMINENT PUBLIC HEALTH RISK.
- ALL AIR/VACUUM RELIEF VALVES MUST END IN A DOWN-TURNED ELBOW WITH AT LEAST 12 INCHES ABOVE THE SURROUNDING GRADE UNLESS THE WET SEASON WATER TABLE CAN BE SHOWN TO BE BELOW THE VAULT BOTTOM.
- FILLING OF PROPOSED WATER MAINS FROM EXISTING WATER MAINS WILL BE DONE IN ACCORDANCE WITH AWWA SPECIFICATION C651.
- PROPOSED GATE VALVES AT POINTS OF CONNECTION SHALL BE CLOSED AND REMAIN LOCKED UNTIL LINE IS CLEARED. CITY OF APOPKA PUBLIC UTILITIES SHALL LOCK VALVE AND RETAIN KEY. VALVE SHALL BE OPERATED BY CITY OF APOPKA PERSONNEL ONLY.
- MAINTAIN A MINIMUM OF 3 FEET OF COVER OVER ALL PROPOSED PIPES, EXCEPT AS SPECIFICALLY SHOWN ON THESE PLANS. WATER MAINS SHALL BE SUFFICIENTLY DEEP TO PROVIDE CLEARANCE WITH STORM AND SANITARY SEWER LINES.
- ON-SITE WATER DISTRIBUTION SYSTEM SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION.

No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811

PROJECT NAME
**LAKE GEM
 COMMERCE PARK**
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

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Ali Tehrani
 1-3-17

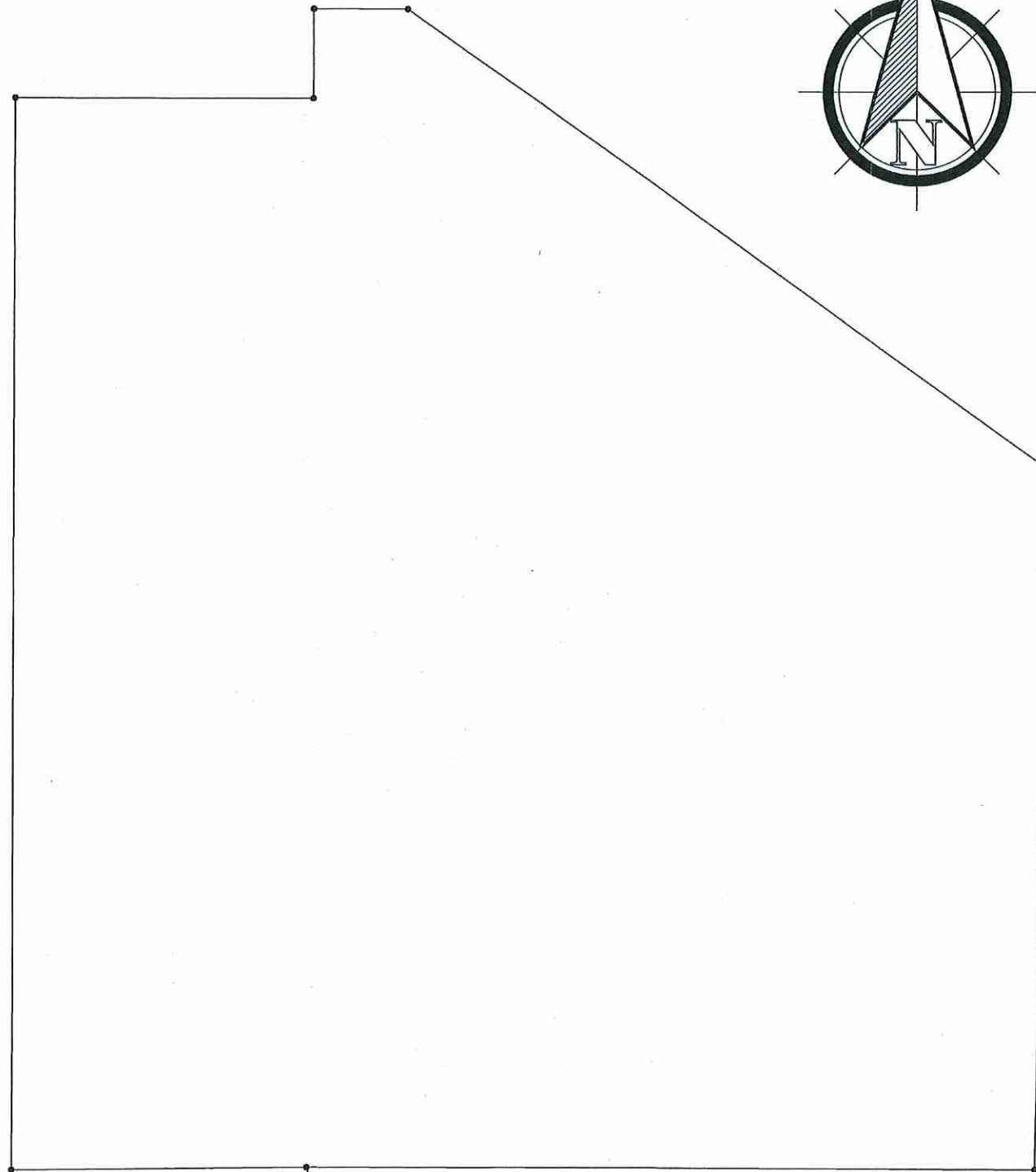
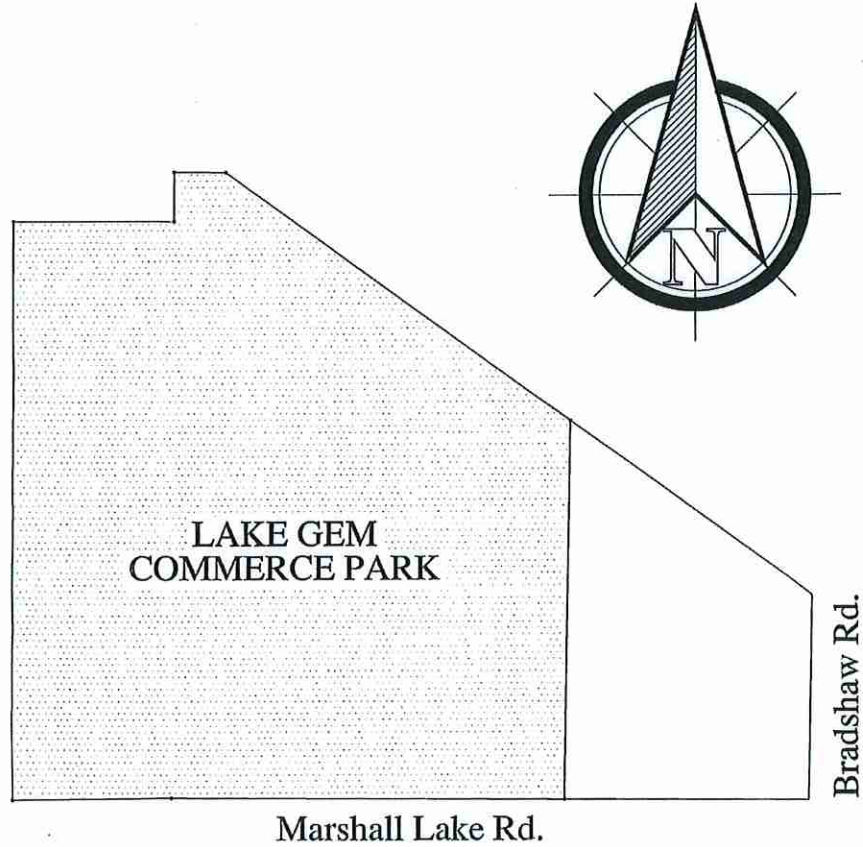
PROPERTY DESCRIPTION

LAKE GEM COMMERCE PARK

THE ABOVE PARCEL BEING DESCRIBED AS:

BEGIN AT THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 31 EAST AS RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT TO BE THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 20 MINUTES 14.82 SECONDS WEST, A DISTANCE OF 327.985 FEET ALONG THE SOUTHERN LINE OF THE SAID SECTION; THENCE NORTH 00 DEGREES 10 MINUTES 06.68 SECONDS EAST, A DISTANCE OF 1,182.879 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 10.02 SECONDS EAST, A DISTANCE OF 329.992 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 34.80 SECONDS EAST, A DISTANCE OF 99.466 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 56.16 SECONDS EAST, A DISTANCE OF 105.036 FEET; THENCE SOUTH 54 DEGREES 19 MINUTES 17.65 SECONDS EAST, A DISTANCE OF 869.477 FEET; THENCE SOUTH 00 DEGREES 53 MINUTES 53.67 SECONDS WEST, A DISTANCE OF 774.292 FEET; THENCE NORTH 89 DEGREES 44 MINUTES 37.94 SECONDS WEST, A DISTANCE OF 804.765 FEET.

THE PARCEL CONTAINS 1,246,196.51 (SF) OR 28.609 (AC), MORE OR LESS.



POINT OF BEGINNING
SW CORNER OF NW 1/4
OF SECTION 09-21-31
SET 5/8" IRON ROD & CAP "LB 7744"
FOUND 4"x4" 0.18'S
FOUND 4"x5" 0.29'N

90



Plan Notes

BOUNDARY SURVEY

No.	Revision/Issue	Date

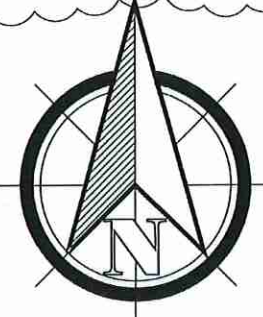
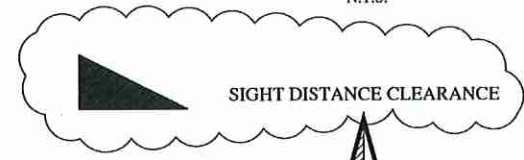
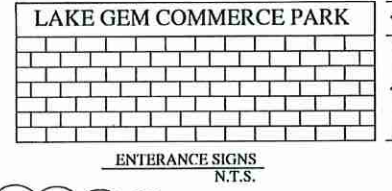
ENGINEER OF RECORD
ALI TEHRANI, P.E.
FLORIDA P.E. LICENSE NO. 48235
621 Sherwood Dr.
Altamonte Springs, FL 32751
Ph. (407) 948-0811

PROJECT NAME
**LAKE GEM
COMMERCE PARK**
516 Cooper Commerce Dr., Suite 200
Apopka, FL 32703

DWG Sheet 4	SHEET
Date August, 2017	4
Scale As Shown	

- VEHICLE PARKING IS PROHIBITED ON GEM COMMERCE CT.
- GEM COMMERCE CT. IS A PRIVATE ROAD.
- DRIVEWAY CUTS ON EACH LOT WILL BE ON SITE PLAN AS DEVELOPED. AND SHALL MEET REQUIREMENTS OF LDC 6.02.10(B)(2).
- FOR LOT SIZE DIMENSIONS PLEASE REFER TO PLAT SHEETS.

- DECORATIVE STREET LIGHT POLE
- 1- LIGHT POLE FOOTERS WILL NOT BE EXPOSED ABOVE GROUND.
 - 2- LIGHT POLE FIXTURE WILL NOT EXCEED THE HEIGHT OF THE BUILDING HEIGHT.
 - 3- LUMINERS SHALL NOT EXCEED 1.0 AT THE PROPERTY LINE.
 - 4- ALL POLE FIXTURE LAMPS SHALL BE 120 W, 120-227 VOLTS TYPE TO BE LIGHT EFFICIENT DESIGN, LED ONLY OR EQUAL MD#LED-809M50-5000K



SCALE: 1" = 60'

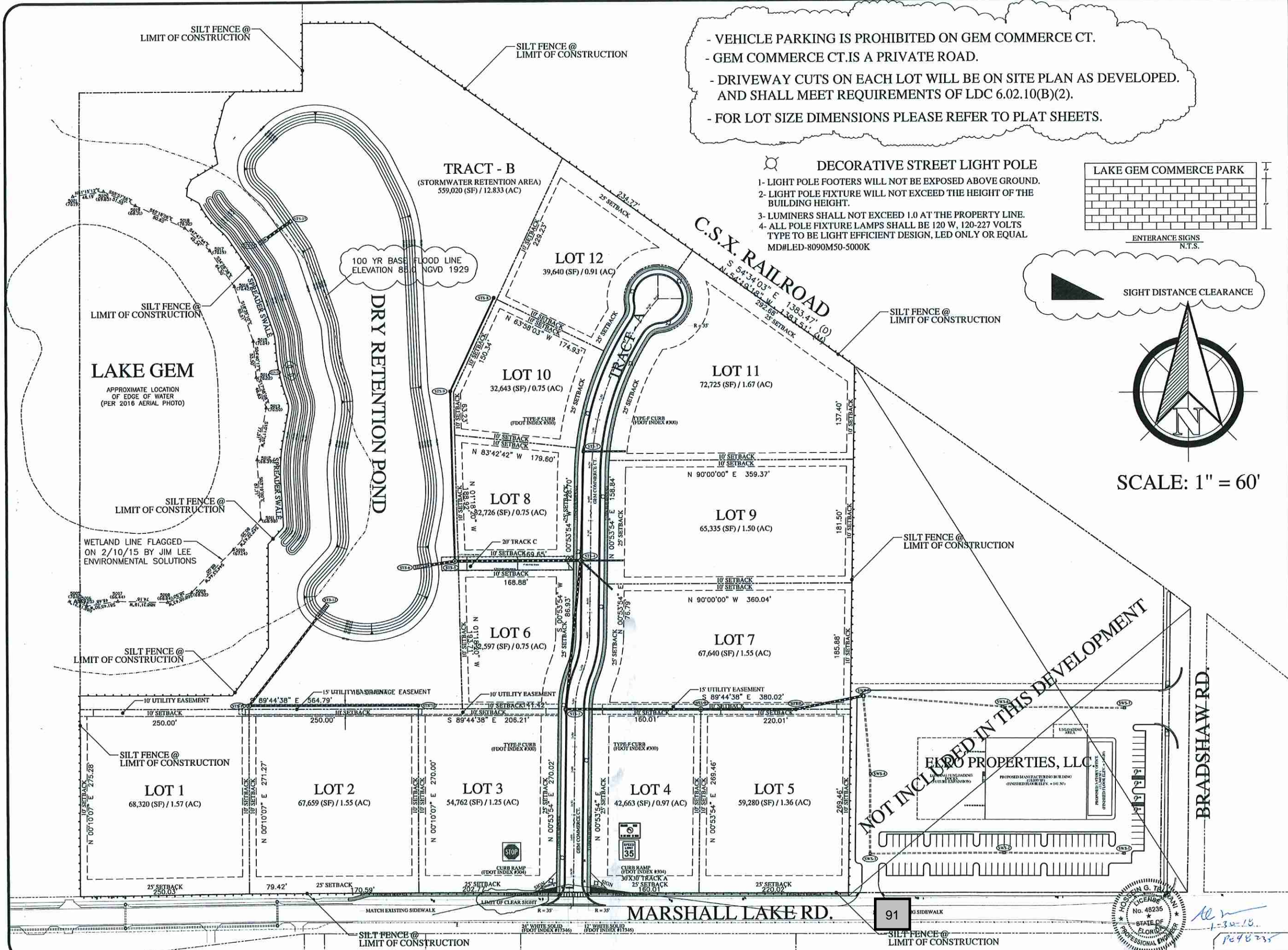
SUBDIVISION PLAN

No.	Revision/Issue	Date
1	CITY COMMENTS	1/18

ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811

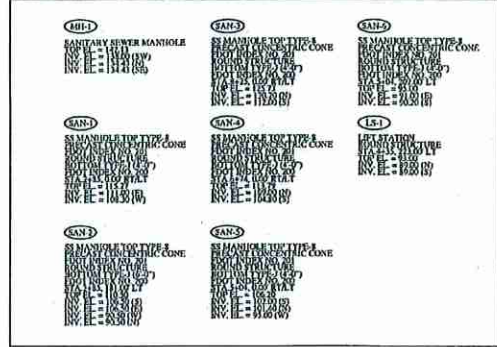
PROJECT NAME
LAKE GEM COMMERCE PARK
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

DWG Sheet	SHEET
5	5

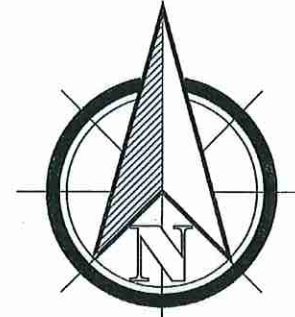


1-3-18
 P-48235

LAKE GEM COMMERCE PARK
SANITARY SEWER SYSTEM STRUCTURES



The separation between the water meters and the reclaimed meters shall be minimum 5-feet.



SCALE: 1" = 60'

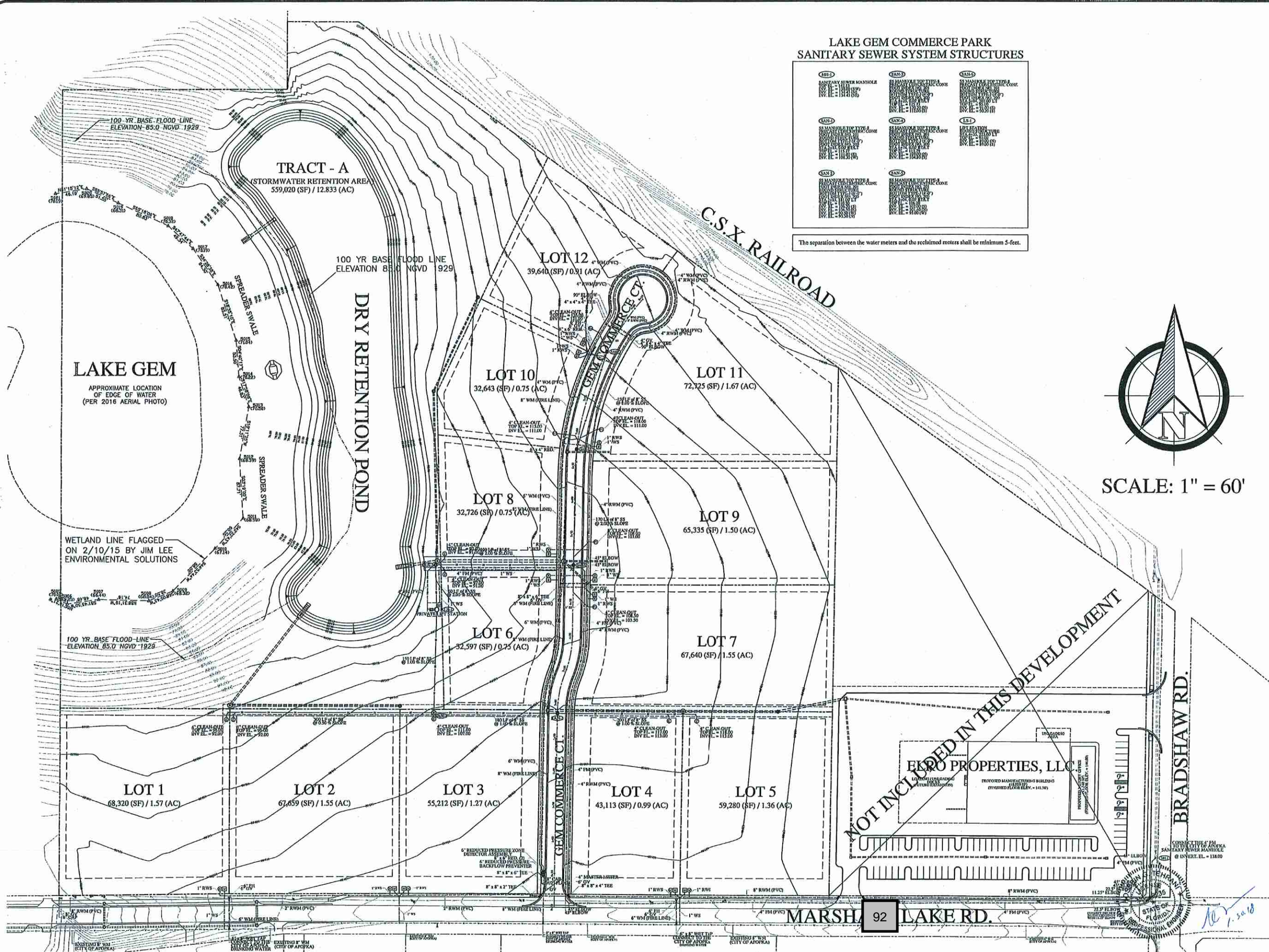
UTILITY PLAN

No.	Revision/Issue	Date

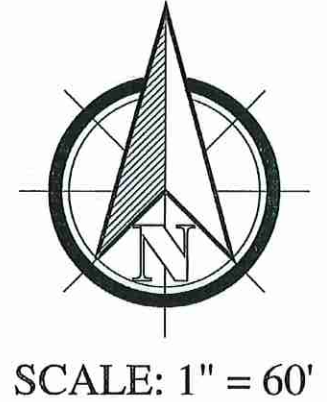
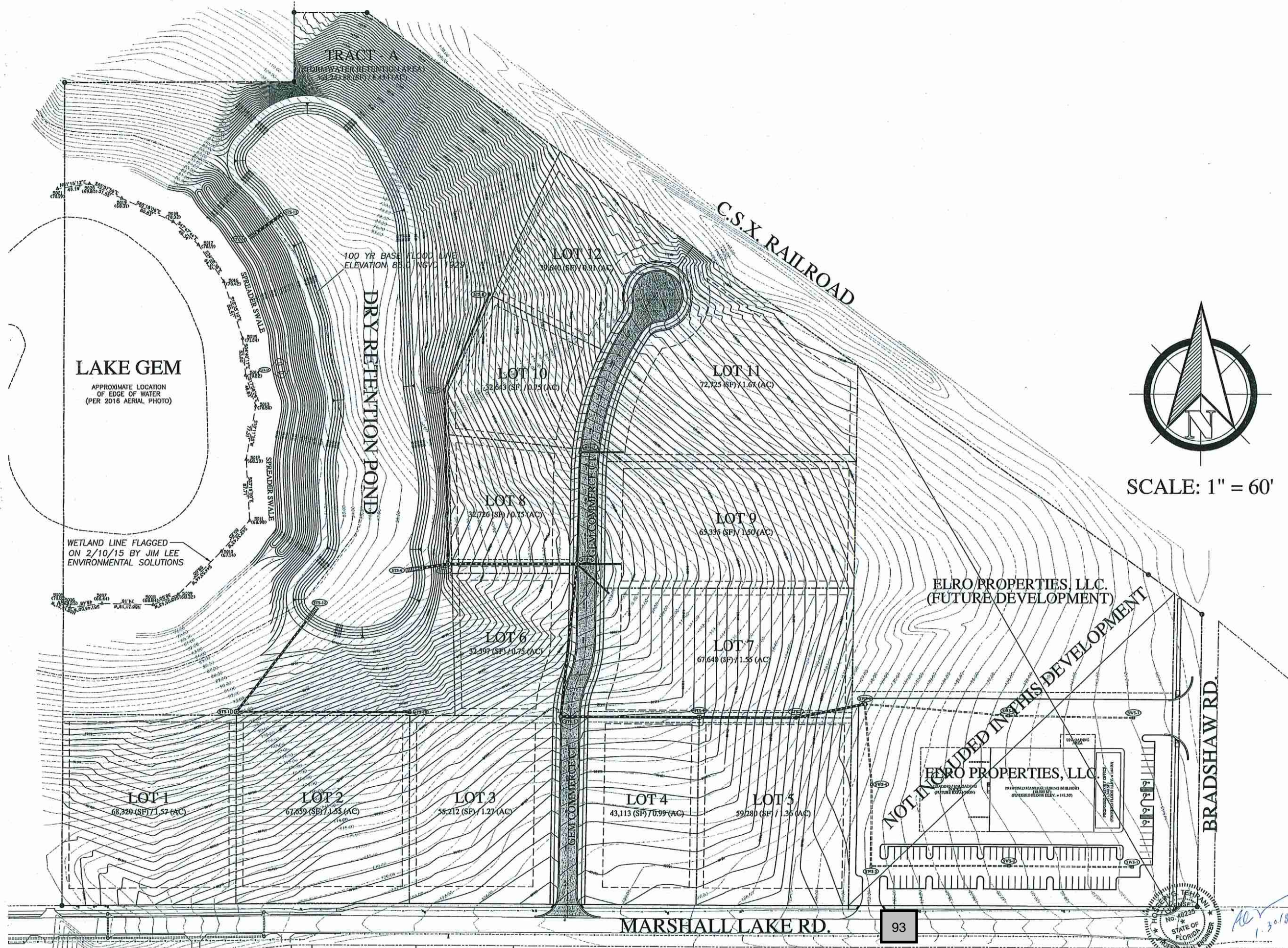
ENGINEER OF RECORD
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FLORIDA P.E. LICENSE NO. 48235
621 Sherwood Dr.
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**LAKE GEM
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DWG Sheet 6	SHEET
Date August, 2017	6
Scale As Shown	



GRADING PLAN



No.	Revision/Issue	Date

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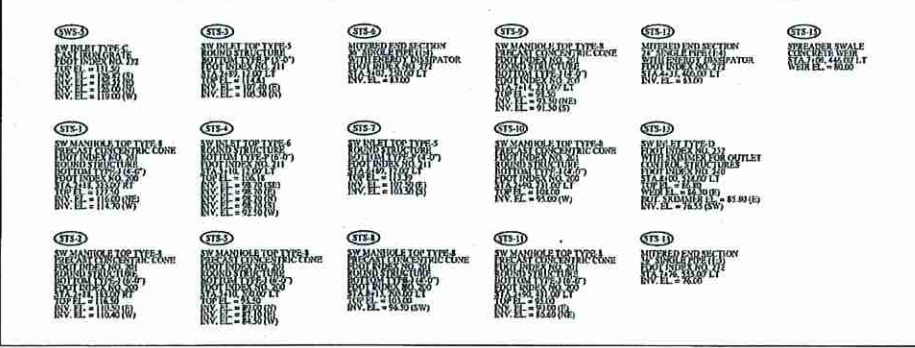
PROJECT NAME
LAKE GEM COMMERCE PARK
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

DWG Sheet 7	SHEET
Date August, 2017	7
Scale As Shown	

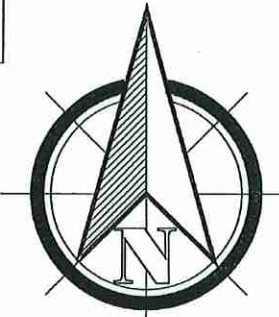


AC
 1-30-18

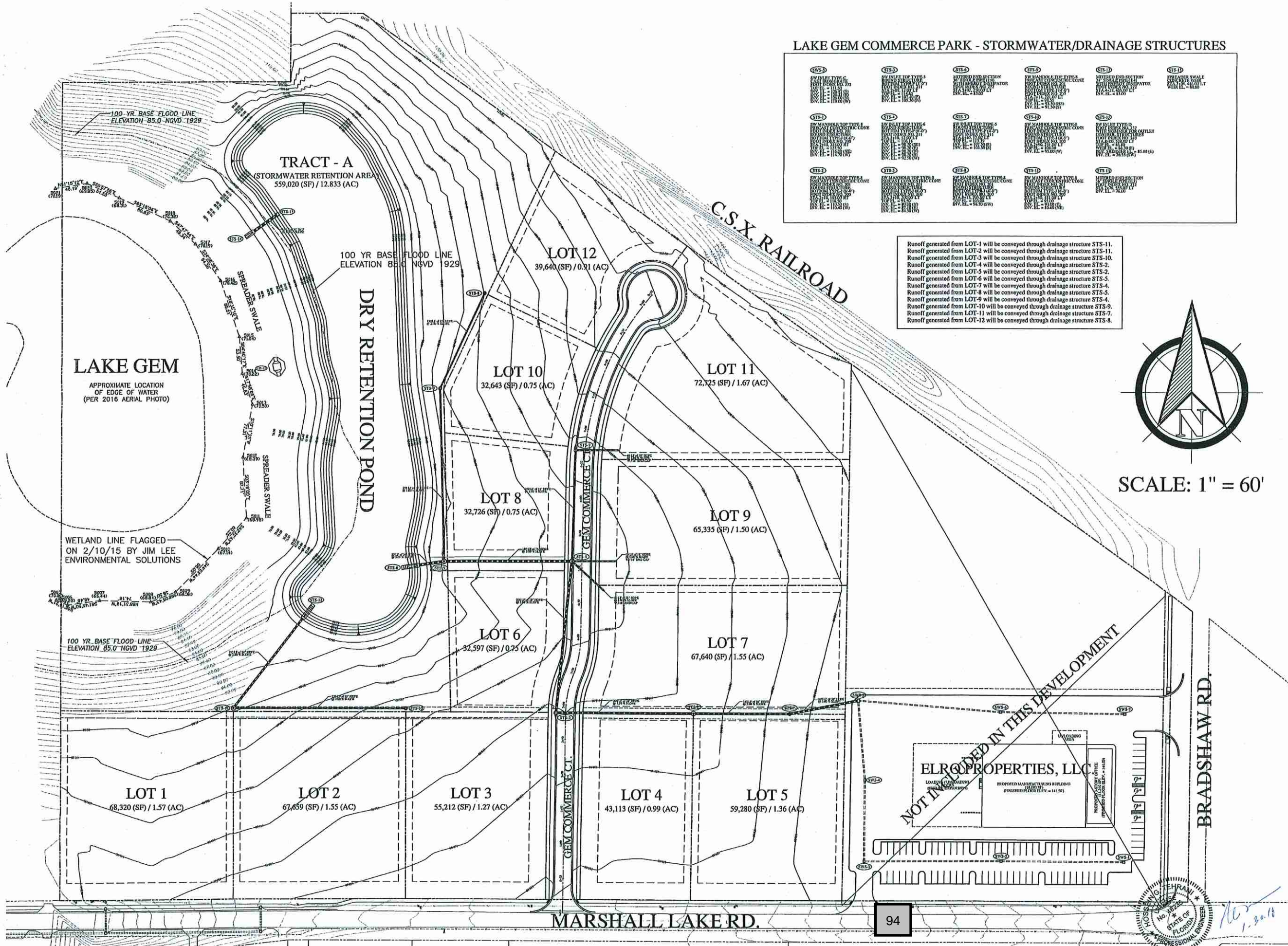
LAKE GEM COMMERCE PARK - STORMWATER/DRAINAGE STRUCTURES



Runoff generated from LOT-1 will be conveyed through drainage structure STS-11.
 Runoff generated from LOT-2 will be conveyed through drainage structure STS-11.
 Runoff generated from LOT-3 will be conveyed through drainage structure STS-10.
 Runoff generated from LOT-4 will be conveyed through drainage structure STS-2.
 Runoff generated from LOT-5 will be conveyed through drainage structure STS-2.
 Runoff generated from LOT-6 will be conveyed through drainage structure STS-5.
 Runoff generated from LOT-7 will be conveyed through drainage structure STS-4.
 Runoff generated from LOT-8 will be conveyed through drainage structure STS-5.
 Runoff generated from LOT-9 will be conveyed through drainage structure STS-4.
 Runoff generated from LOT-10 will be conveyed through drainage structure STS-9.
 Runoff generated from LOT-11 will be conveyed through drainage structure STS-7.
 Runoff generated from LOT-12 will be conveyed through drainage structure STS-8.



SCALE: 1" = 60'



STORMWATER PLAN

No.	Revision/Issue	Date

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 621 Sherwood Dr.
 Altamonte Springs, FL 32751
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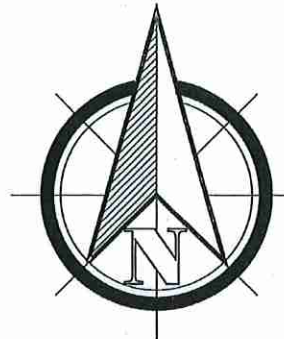
DWG Sheet 8	SHEET
Date August, 2017	8
Scale As Shown	

NOT INCLUDED IN THIS DEVELOPMENT

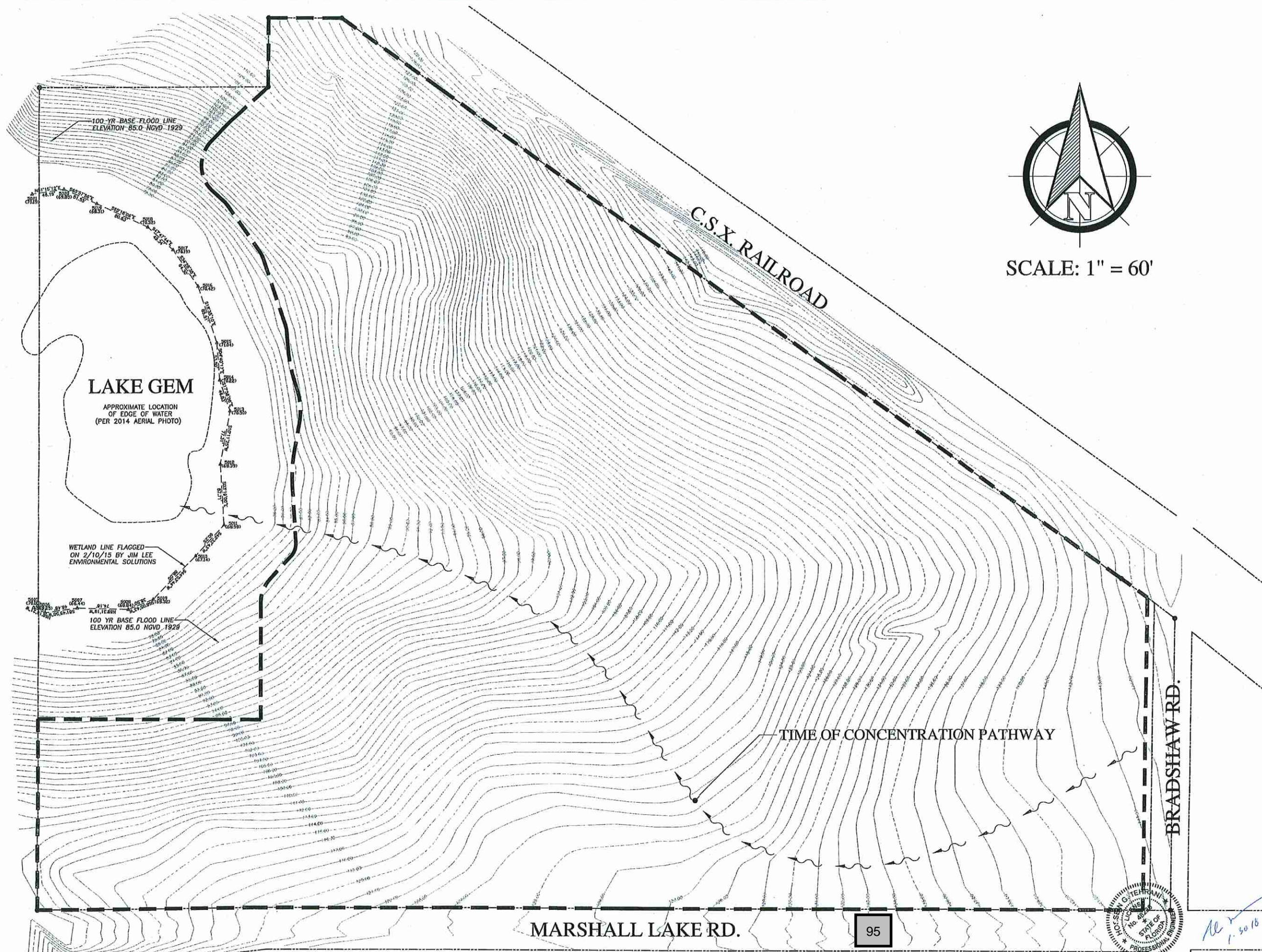
ELRO PROPERTIES, LLC
 PROPOSED MANUFACTURING BUILDING
 (DIVIDED FLOOR ELEV. = 141.50)



1-30-18



SCALE: 1" = 60'



DRAINAGE BASIN MAP
(PRE-DEVELOPMENT)

No.	Revision/Issue	Date

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DWG Sheet 9	SHEET
Date August, 2017	9
Scale As Shown	



Ali Tehrani
1-30-18

MARSHALL LAKE RD.

95

BRADSHAW RD.

C.S.X. RAILROAD

LAKE GEM

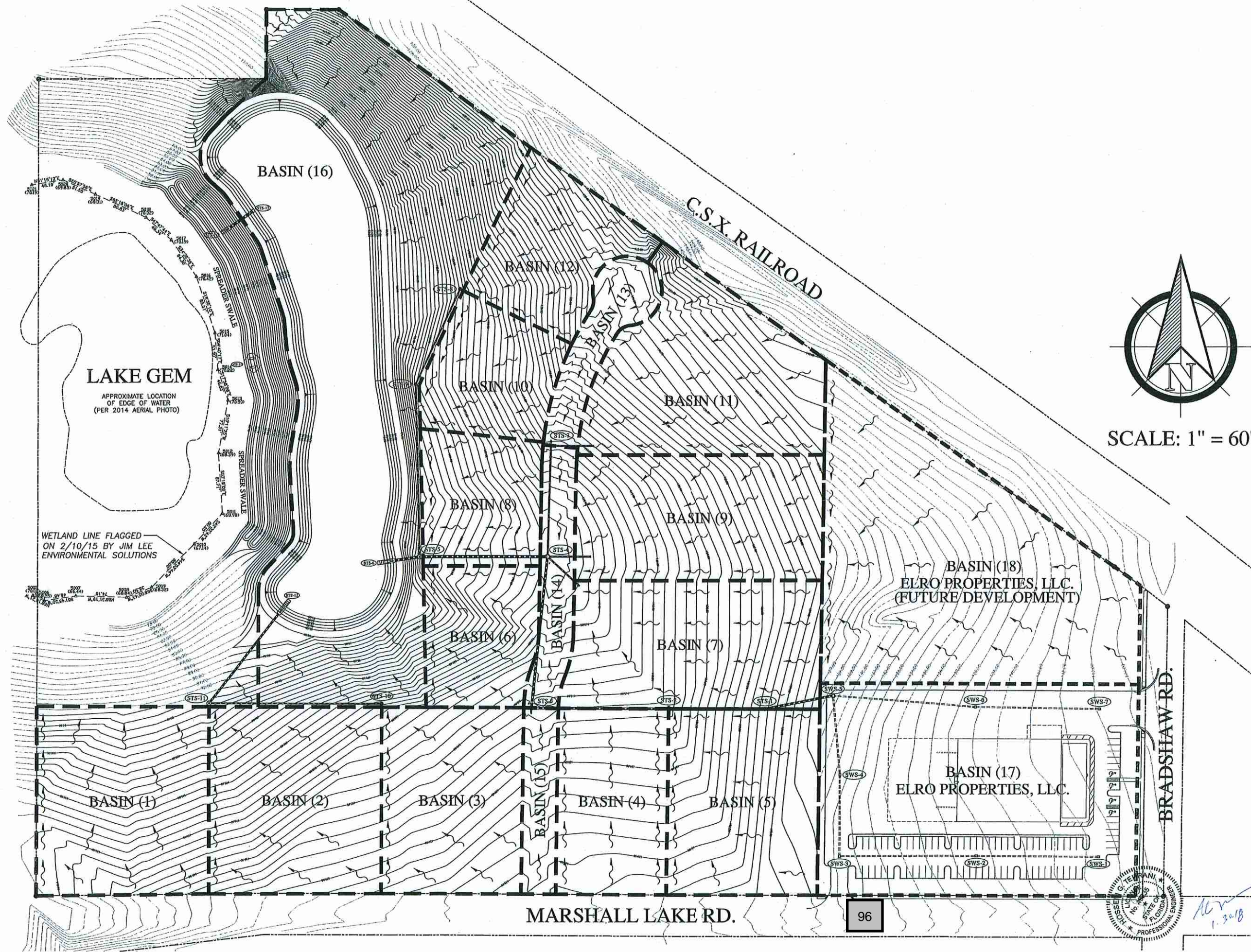
APPROXIMATE LOCATION
OF EDGE OF WATER
(PER 2014 AERIAL PHOTO)

WETLAND LINE FLAGGED
ON 2/10/15 BY JIM LEE
ENVIRONMENTAL SOLUTIONS

100 YR BASE FLOOD LINE
ELEVATION 85.0 NGVD 1929

100-YR BASE FLOOD LINE
ELEVATION 85.0 NGVD 1929

TIME OF CONCENTRATION PATHWAY



Plan Notes

DRAINAGE BASIN MAP
(POST-DEVELOPMENT)



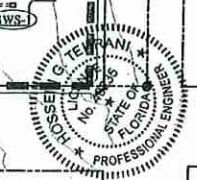
SCALE: 1" = 60'

No.	Revision/Issue	Date

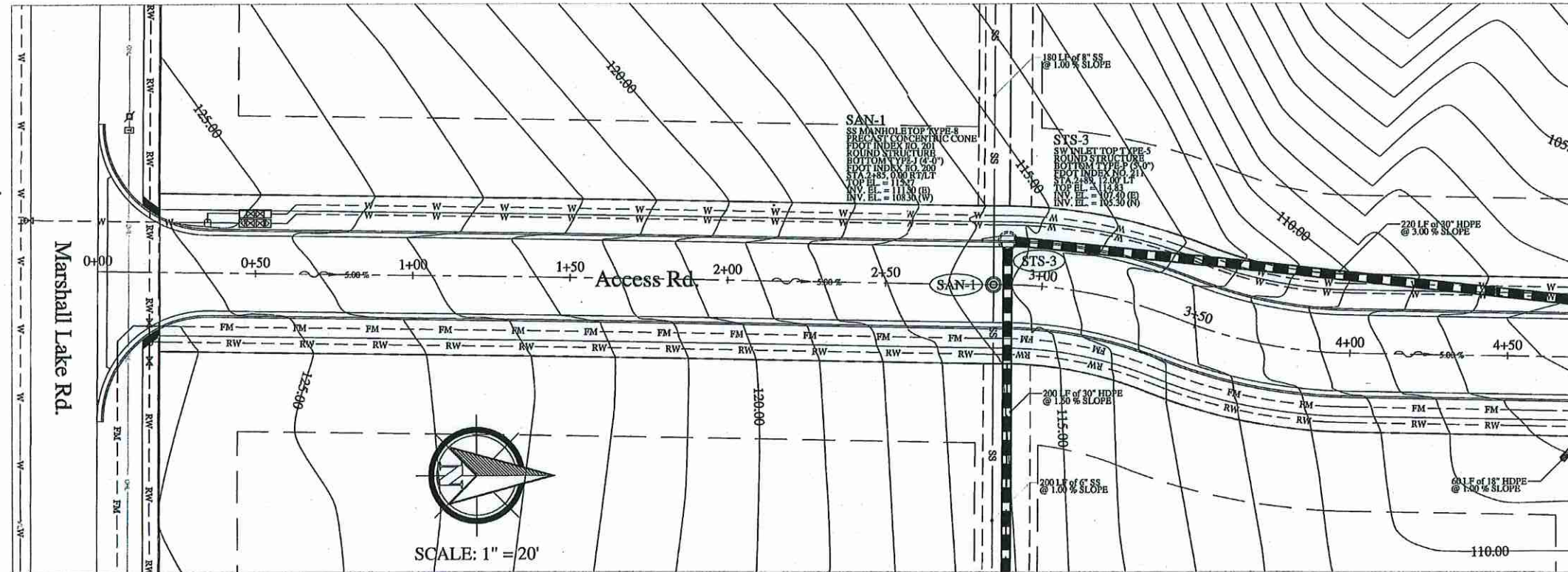
ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO.48235
 621 Sherwood Dr.
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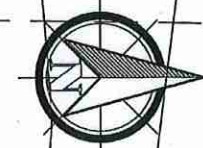
DWG Sheet 10	SHEET 10
Date August, 2017	
Scale As Shown	



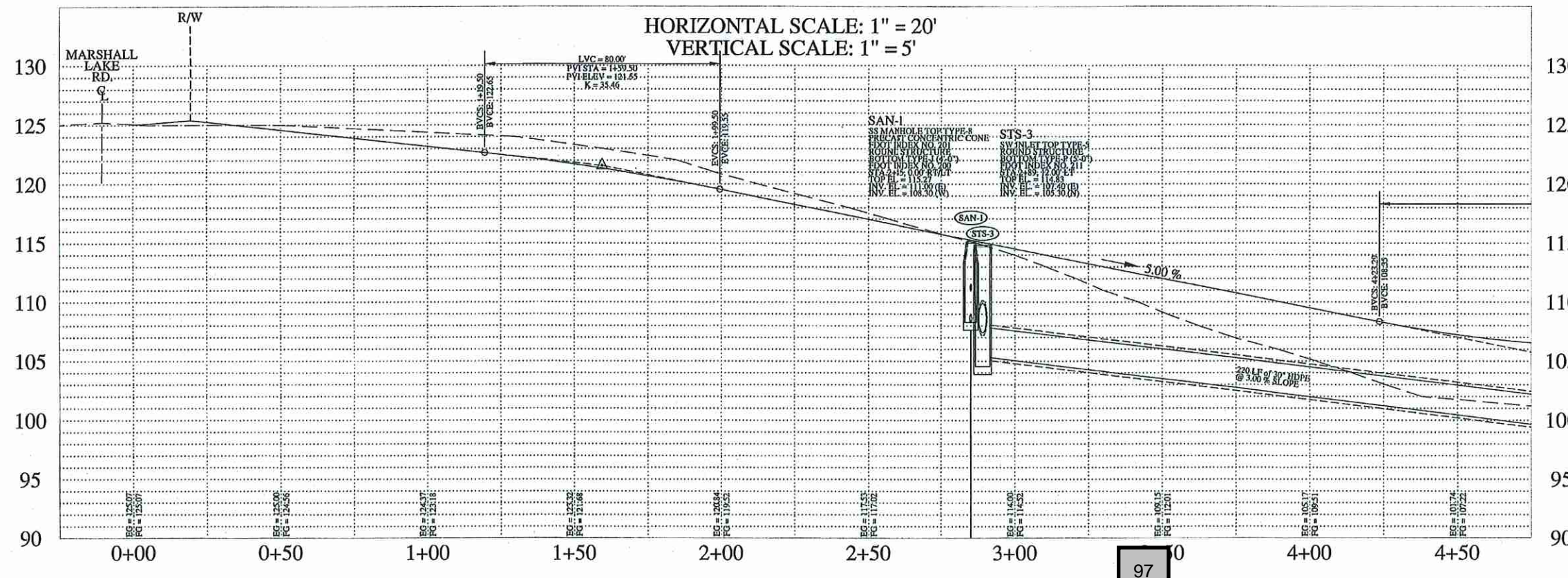
Ali Tehrani
1-30-18



MATCH STA. 4+75 @ SHEET-12



SCALE: 1" = 20'



97

PLAN AND PROFILE VIEW

No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811

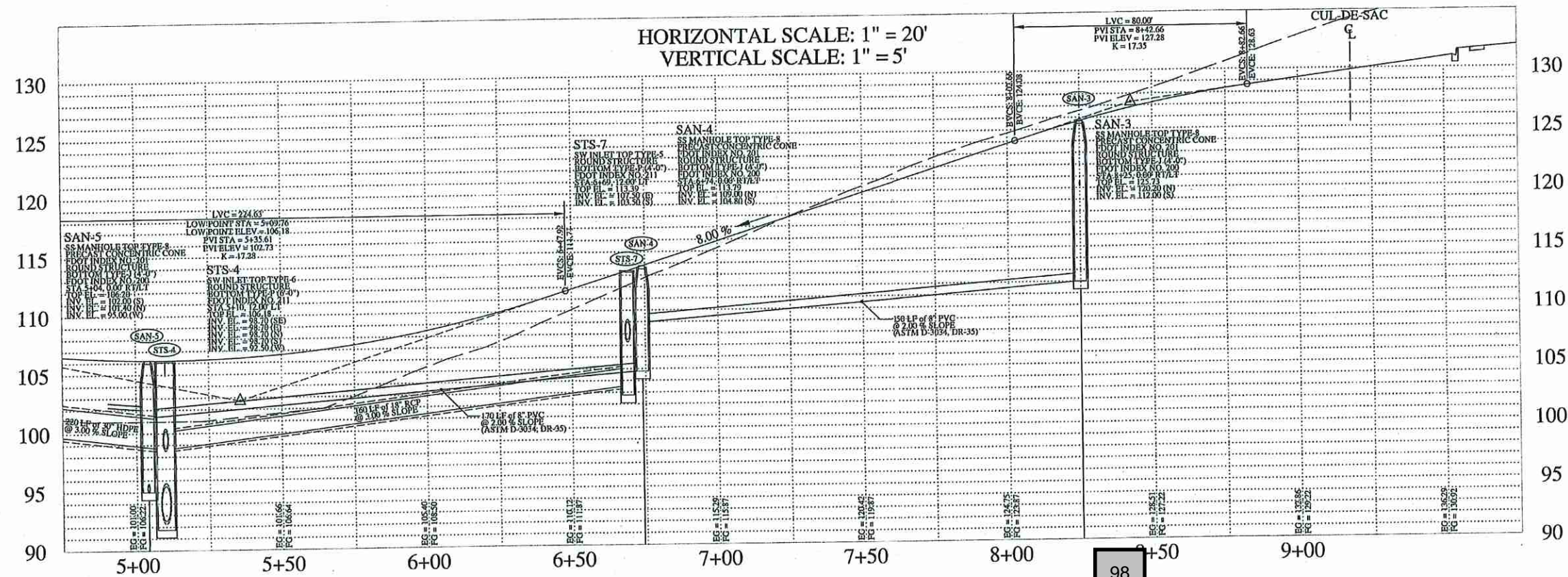
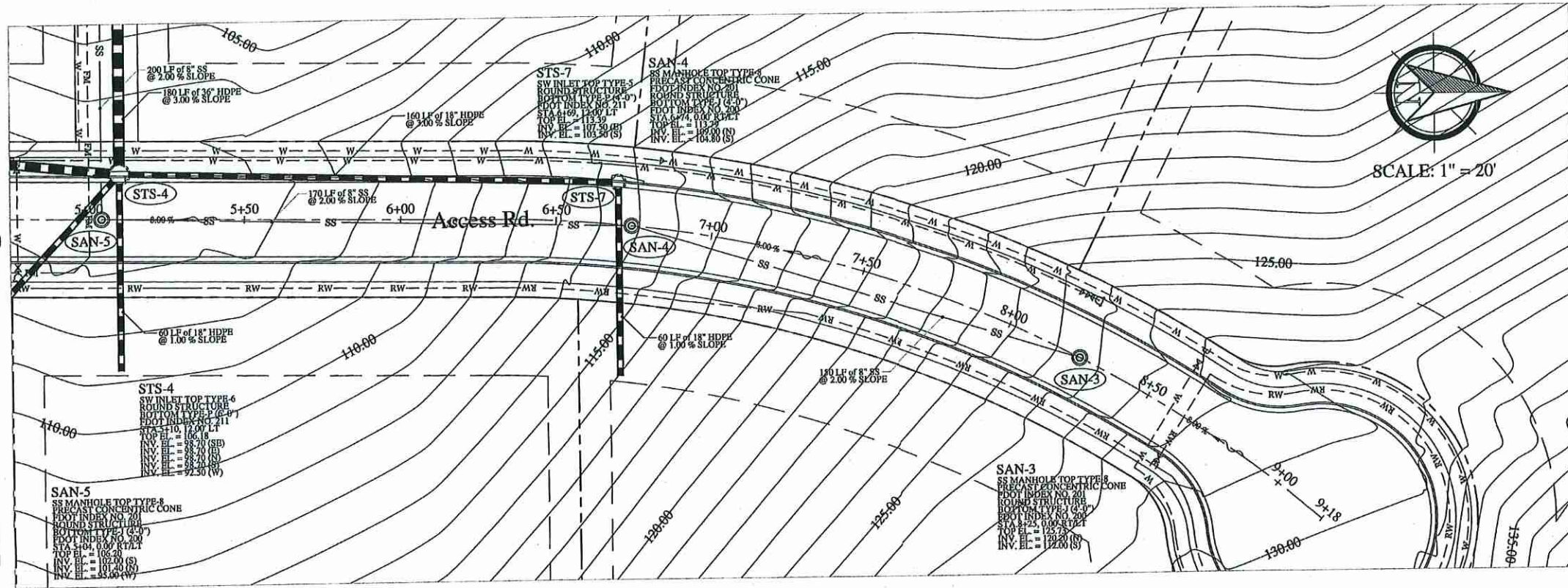
PROJECT NAME
**LAKE GEM
 COMMERCE PARK**
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

DWG Sheet 11-12	SHEET 11
Date August, 2017	
Scale As Shown	



Ali Tehrani
 1. 30.19

MATCH STA. 4+75 @ SHEET-11



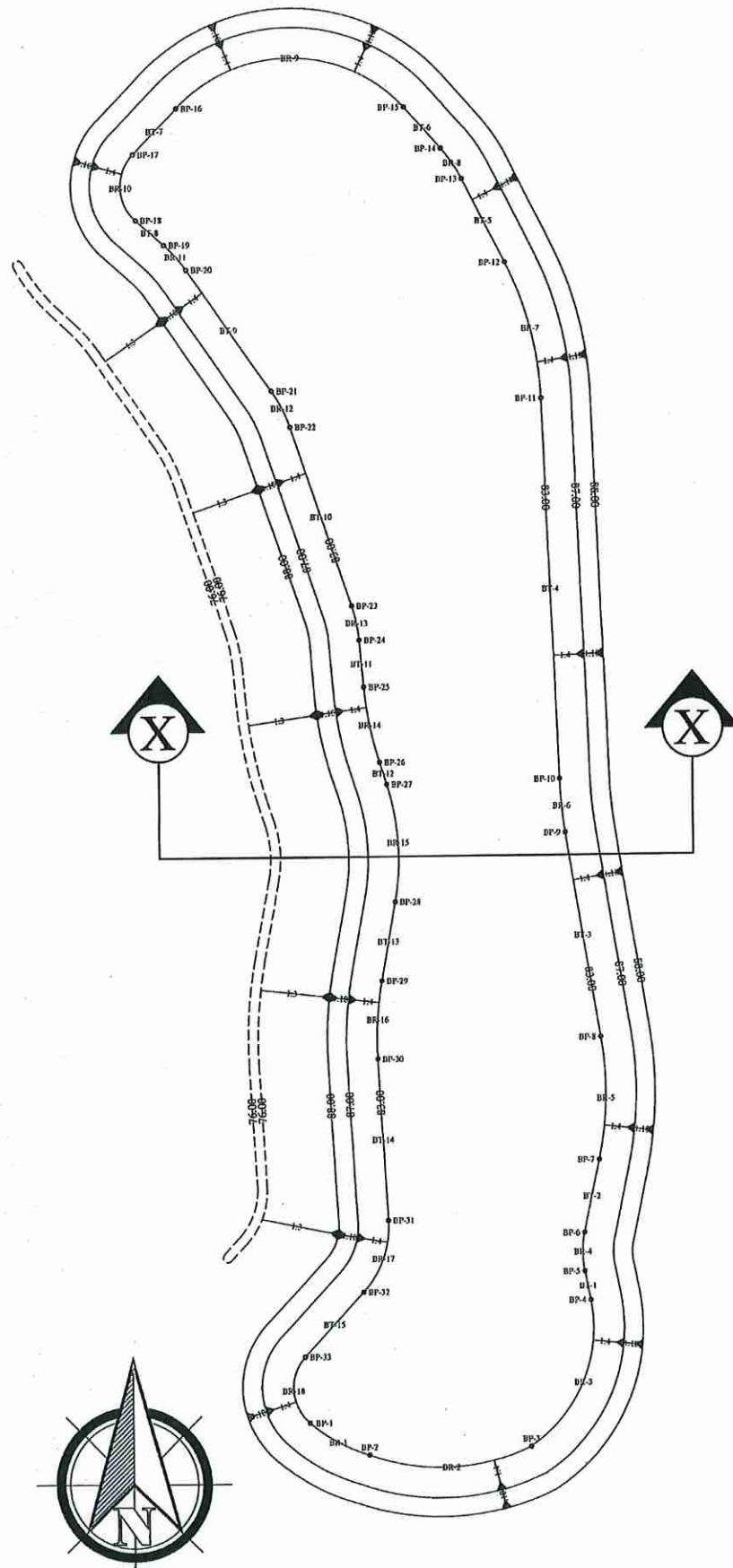
No.	Revision/Issue	Date

ENGINEER OF RECORD
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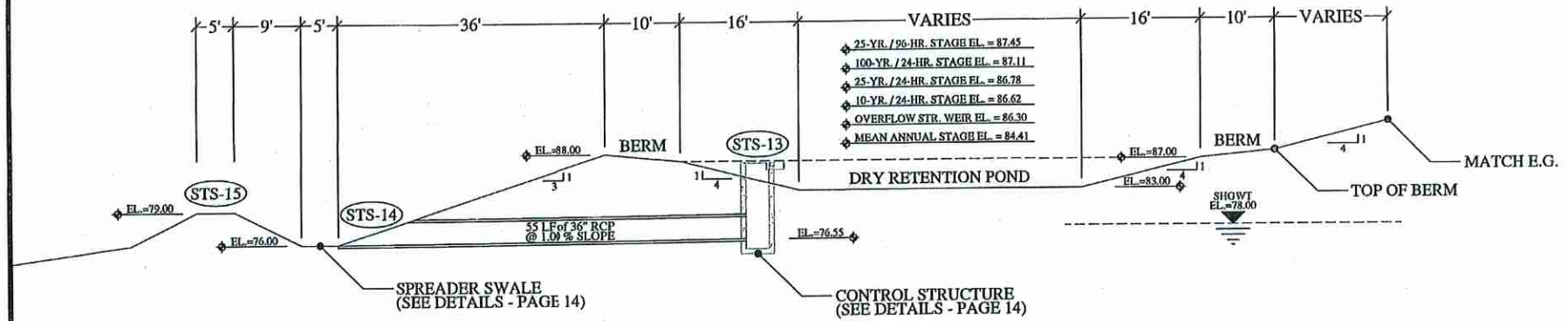
PROJECT NAME
**LAKE GEM
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 Apopka, FL 32703

DWG Sheet 11-12	SHEET 12
Date August, 2017	
Scale As Shown	





SCALE: 1" = 40'



DRY RETENTION POND SECTIONAL VIEW "X" - "X" (TYP.)

SCALE: 1" = 10'

POINT DATA				
Point No.	Description	Elevation	Northing	Easting
BP-1	Bottom of Pond	83.00'	79568.4932	87610.2013
BP-2	Bottom of Pond	83.00'	79551.6177	87641.3347
BP-3	Bottom of Pond	83.00'	79555.3097	87726.1020
BP-4	Bottom of Pond	83.00'	79631.5472	87758.2979
BP-5	Bottom of Pond	83.00'	79646.7720	87755.3124
BP-6	Bottom of Pond	83.00'	79666.9847	87755.4306
BP-7	Bottom of Pond	83.00'	79705.0569	87763.3600
BP-8	Bottom of Pond	83.00'	79768.9580	87764.6782
BP-9	Bottom of Pond	83.00'	79876.0346	87746.9490
BP-10	Bottom of Pond	83.00'	79903.9700	87744.0920
BP-11	Bottom of Pond	83.00'	80103.0507	87736.1737
BP-12	Bottom of Pond	83.00'	80174.3142	87717.7592
BP-13	Bottom of Pond	83.00'	80218.3398	87695.6176
BP-14	Bottom of Pond	83.00'	80234.2837	87684.7897
BP-15	Bottom of Pond	83.00'	80255.9705	87665.4919
BP-16	Bottom of Pond	83.00'	80256.4931	87546.6879
BP-17	Bottom of Pond	83.00'	80232.7259	87523.8637
BP-18	Bottom of Pond	83.00'	80198.3242	87525.0515
BP-19	Bottom of Pond	83.00'	80185.1995	87539.5237
BP-20	Bottom of Pond	83.00'	80171.9243	87551.1192
BP-21	Bottom of Pond	83.00'	80108.0391	87594.9888
BP-22	Bottom of Pond	83.00'	80089.2407	87604.3743
BP-23	Bottom of Pond	83.00'	79995.4183	87635.9239
BP-24	Bottom of Pond	83.00'	79977.3843	87639.6352
BP-25	Bottom of Pond	83.00'	79952.8203	87641.6424
BP-26	Bottom of Pond	83.00'	79913.3138	87649.5508
BP-27	Bottom of Pond	83.00'	79901.8425	87653.2711
BP-28	Bottom of Pond	83.00'	79840.6808	87657.4288
BP-29	Bottom of Pond	83.00'	79799.3596	87650.0011
BP-30	Bottom of Pond	83.00'	79758.5090	87647.5478
BP-31	Bottom of Pond	83.00'	79674.2794	87652.4289
BP-32	Bottom of Pond	83.00'	79636.8441	87639.0883
BP-33	Bottom of Pond	83.00'	79603.0511	87608.0736

ARCH DATA				
Arch No.	Direction	Elevation	Radius	Length
BR-1	BP-1 → BP-2	83.00'	77.805'	35.726'
BR-2	BP-2 → BP-3	83.00'	108.842'	87.158'
BR-3	BP-3 → BP-4	83.00'	74.048'	87.819'
BR-4	BP-5 → BP-6	83.00'	51.000'	20.348'
BR-5	BP-7 → BP-8	83.00'	174.000'	64.280'
BR-6	BP-9 → BP-10	83.00'	226.000'	28.099'
BR-7	BP-11 → BP-12	83.00'	174.000'	74.164'
BR-8	BP-13 → BP-14	83.00'	74.000'	19.328'
BR-9	BP-15 → BP-16	83.00'	80.791'	133.475'
BR-10	BP-17 → BP-18	83.00'	24.000'	38.384'
BR-11	BP-19 → BP-20	83.00'	76.000'	17.666'
BR-12	BP-21 → BP-22	83.00'	76.000'	21.079'
BR-13	BP-23 → BP-24	83.00'	76.000'	18.457'
BR-14	BP-25 → BP-26	83.00'	174.000'	40.381'
BR-15	BP-27 → BP-28	83.00'	126.000'	61.924'
BR-16	BP-29 → BP-30	83.00'	174.000'	41.019'
BR-17	BP-31 → BP-32	83.00'	51.000'	40.823'
BR-18	BP-33 → BP-1	83.00'	24.060'	38.637'

TANGENT DATA				
Arch No.	Direction	Elevation	Direction	Length
BT-1	BP-4 → BP-5	83.00'	N 11°05'41" W	15.509'
BT-2	BP-6 → BP-7	83.00'	N 11°45'54" E	38.889'
BT-3	BP-8 → BP-9	83.00'	N 09°24'05" W	108.534'
BT-4	BP-10 → BP-11	83.00'	N 02°16'40" W	199.238'
BT-5	BP-12 → BP-13	83.00'	N 26°41'56" W	49.280'
BT-6	BP-14 → BP-15	83.00'	N 41°39'50" W	29.030'
BT-7	BP-16 → BP-17	83.00'	S 43°50'26" W	32.952'
BT-8	BP-18 → BP-19	83.00'	S 47°47'44" E	19.537'
BT-9	BP-20 → BP-21	83.00'	S 34°28'38" E	77.498'
BT-10	BP-22 → BP-23	83.00'	S 18°35'10" E	98.985'
BT-11	BP-24 → BP-25	83.00'	S 04°40'17" E	24.646'
BT-12	BP-26 → BP-27	83.00'	S 17°58'06" E	12.060'
BT-13	BP-28 → BP-29	83.00'	S 10°11'25" W	41.983'
BT-14	BP-30 → BP-31	83.00'	S 03°19'00" E	84.371'
BT-15	BP-32 → BP-33	83.00'	S 42°32'43" W	45.877'

No.	Revision/Issue	Date

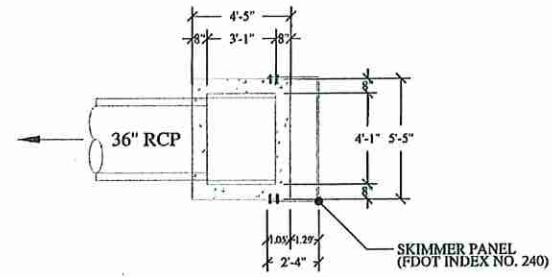
ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
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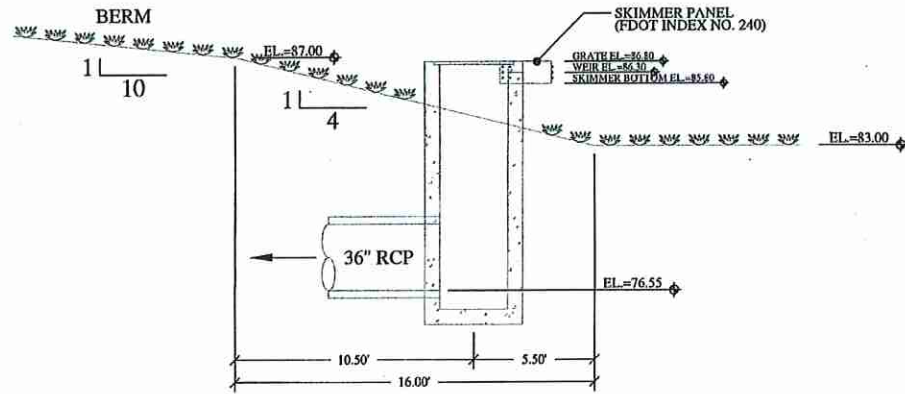
DWG Sheet 13	SHEET 13
Date August, 2017	Scale As Shown



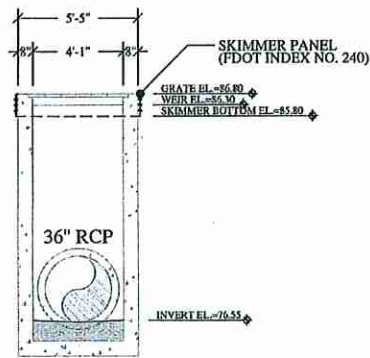
Ali Tehrani
 1.30.18



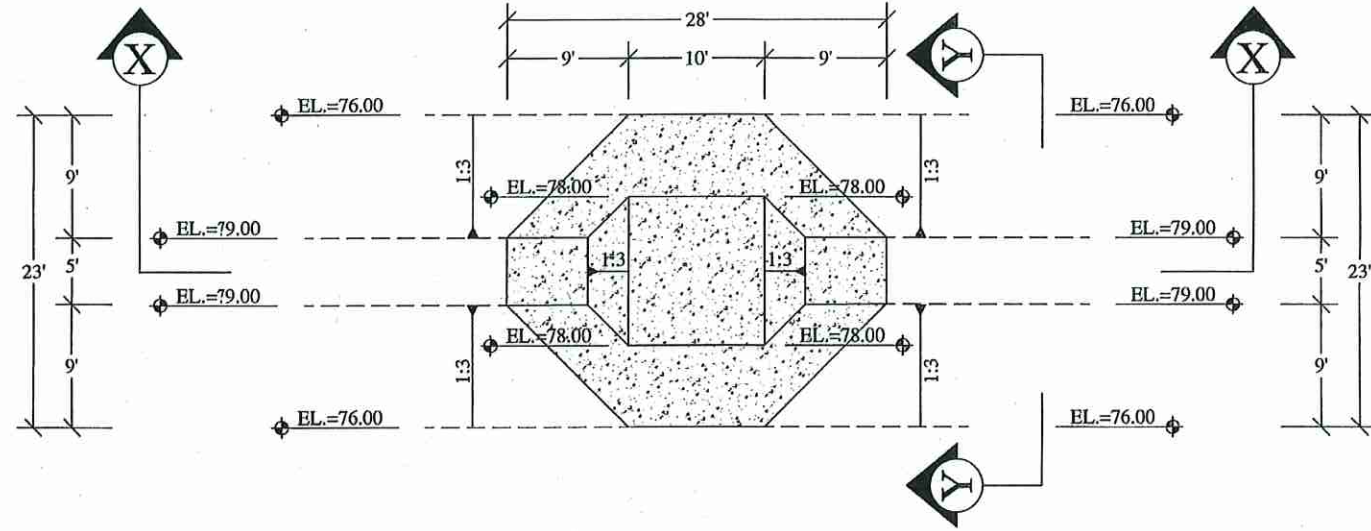
OUTLET CONTROL STRUCTURE
MODIFIED TYPE-D DBI
FDOT INDEX NO. 232
PLAN VIEW (TYP.)
N.T.S.



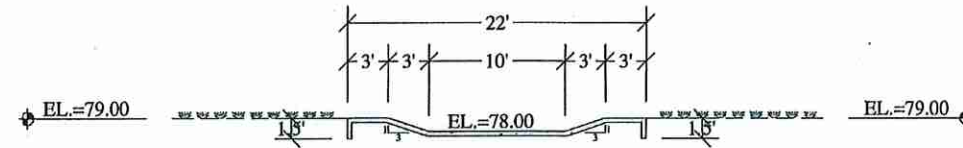
OUTLET CONTROL STRUCTURE
MODIFIED TYPE-D DBI
FDOT INDEX NO. 232
PROFILE VIEW (TYP.)
N.T.S.



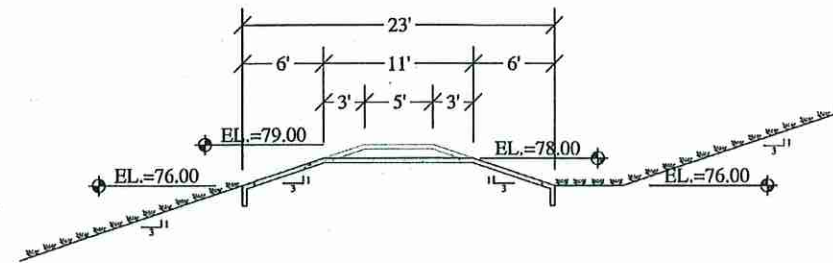
OUTLET CONTROL STRUCTURE
MODIFIED TYPE-D DBI
FDOT INDEX NO. 232
SECTIONAL VIEW (TYP.)
N.T.S.



SPREADER SWALE WEIR
PLAN VIEW (TYP.)
N.T.S.



SPREADER SWALE WEIR
SECTIONAL VIEW (X - X)
N.T.S.



SPREADER SWALE WEIR
SECTIONAL VIEW (Y - Y)
N.T.S.

100

HOSSEIN G. TEHRANI
LICENSE
No. 48235
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
ALC 8/30/18

Plan Notes

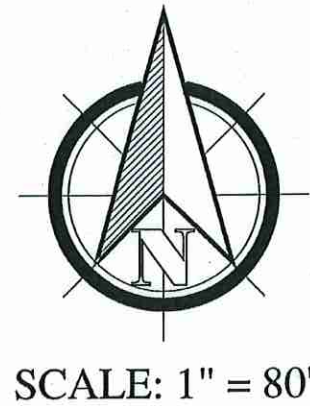
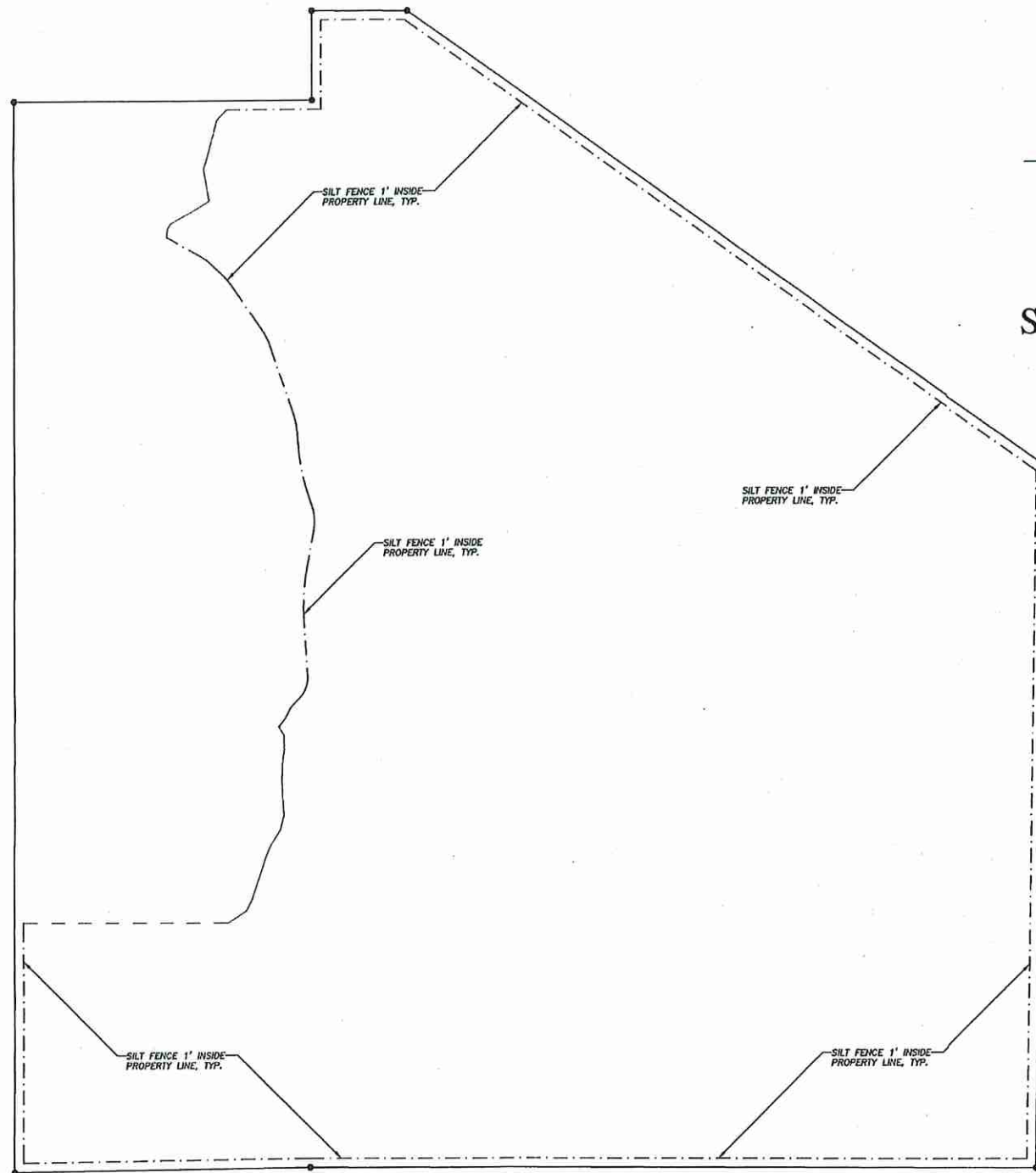
DRY RETENTION POND
OVERFLOW STRUCTURES DETAILS

No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
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DWG Sheet 14	SHEET 14
Date August, 2017	
Scale As Shown	

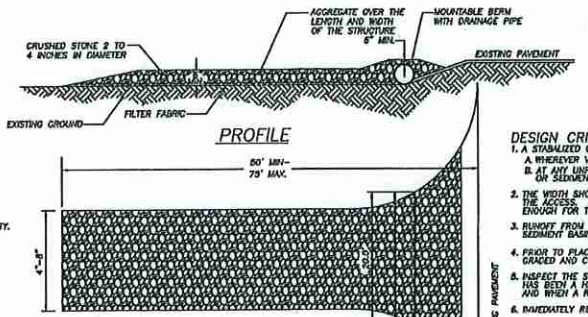
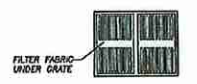
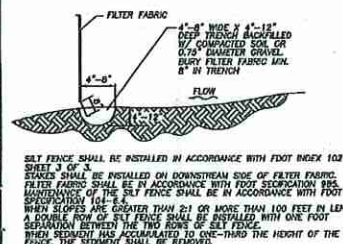


DESCRIPTION OF PROJECT
 SOIL DISTURBING ACTIVITIES WILL INCLUDE: CLEARING AND GRUBBING; INSTALLING A STABILIZED CONSTRUCTION ENTRANCES, PERIMETER AND OTHER EROSION AND SEDIMENT CONTROLS; GRADING; EXCAVATION FOR THE STORMWATER POND, STORM SEWER, UTILITIES, CURB & GUTTER, ROADWAY AND PARCEL DEVELOPMENT AND PREPARATION FOR PERMETER PLANTING AND SEEDING.

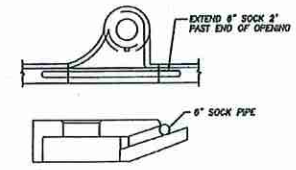
- SEQUENCING OF ACTIVITIES**
1. INSTALL STABILIZED CONSTRUCTION ENTRANCE.
 2. INSTALL DOWNSLOPE AND SIDESLOPE PERIMETER CONTROLS. (E.G. SILT FENCE.)
 3. CONDUCT CLEARING, GRUBBING AND, IF APPLICABLE, DEMOLITION ACTIVITIES.
 4. CONSTRUCT STORMWATER POND AND MANAGEMENT SYSTEM.
 5. CONSTRUCT EXCAVATION AND STOCKPILING ACTIVITIES.
 6. STABILIZE EXCAVATED AREAS AND STOCKPILES WITHIN 14 DAYS OF LAST CONSTRUCTION ACTIVITY IN THAT AREA.
 7. ROUGH GRADING AND INSTALLATION OF UTILITIES, STORM SEWER AND CURB AND GUTTER.
 8. FINAL OR FRESH GRADING.
 9. COMPLETE GRADING AND INSTALL PERMANENT SEEDING AND PLANTING.
 10. COMPLETE FINAL PAVING.
 11. REMOVE ACCUMULATED SEDIMENT FROM INLETS AND, AS NECESSARY, DRY STORMWATER PONDS.
 12. REMOVE DOWNSLOPE AND SIDESLOPE PERIMETER CONTROLS AFTER ALL UPSTREAM AREAS ARE STABILIZED.

- STORMWATER POLLUTION PREVENTION NOTES**
1. THIS PLAN SHALL BE AVAILABLE ON-SITE AT ALL TIMES DURING THE SITEWORK CONSTRUCTION.
 2. THE 'LIMITS OF DISTURBANCE' LINE SHOWN ON THIS PLAN INDICATES THE POINT BEYOND WHICH THE EXISTING VEGETATION SHOULD NOT BE IMPACTED.
 3. STORMWATER POLLUTION PREVENTION MEASURES SHOWN HEREIN ARE THE MINIMUM REQUIRED. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ERECTING AND MAINTAINING AN EROSION AND SEDIMENT CONTROL SYSTEM TO MEET CITY OF APOPKA AND ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT, AND FDEP NPDES REQUIREMENTS.
 4. EACH AREA OF THE SITE SHALL NOT BE DISTURBED UNTIL IT IS NECESSARY FOR THE CONSTRUCTION TO PROCEED. DISTURBED AREAS SHALL BE COVERED OR STABILIZED AS SOON AS POSSIBLE.
 5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE AREA THEY PROTECT HAS BEEN SOODED, PAVEMENT HAS BEEN PLACED, OR THE AREA IS OTHERWISE COMPLETELY STABILIZED.
 6. ALL DISTURBED AREAS OF THE SITE SHALL BE INSPECTED BY QUALIFIED PERSONNEL OF THE RESPONSIBLE CONTRACTOR EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER EVERY RAINFALL EVENT OF .25 INCHES OR MORE TO ASSESS THE INTEGRITY OF THE EROSION AND SEDIMENT CONTROLS. THE INSPECTOR SHALL NOTE ANY DAMAGE OR DEFICIENCIES IN THE CONTROL MEASURES IN AN INSPECTION REPORT. PROBLEM AREAS SHALL BE CORRECTED BY THE RESPONSIBLE CONTRACTOR WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
 7. THE CONTRACTOR SHALL KEEP A RECORD OF CONSTRUCTION ACTIVITIES INCLUDING DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN A PARTICULAR AREA, DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA WHETHER TEMPORARILY OR PERMANENTLY, AND THE DATES WHEN AN AREA IS STABILIZED.
 8. IF A CHANGE IN CONSTRUCTION SCHEDULE OCCURS OR THIS PLAN PROVES, THROUGH REGULAR INSPECTIONS, TO BE LACKING, TERRAIN CONSULTING ENGINEERING SHALL BE NOTIFIED SO THAT MODIFICATIONS CAN BE MADE.
 9. NO EXCAVATION MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO ALLOW RAINFALL RUNOFF DIRECTLY FROM THE PROJECT SITE.
 10. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT-LADEN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
 11. BY AFTER FOURTEEN DAYS, GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% GOOD GRASS COVER, THOSE AREAS SHALL BE REWORKED AND ADDITIONAL SEED OR SOO APPLIED TO ESTABLISH THE DESIRED VEGETATIVE COVER.
 12. FOR WET STORMWATER PONDS, THE POND SLOPES SHALL BE SOLID SOODED TO THE NORMAL CONTROL ELEVATION.
 13. FOR DRY STORMWATER PONDS, THE POND SLOPES SHALL BE SOLID SOODED AND THE POND BOTTOM SHALL BE SEEDED AND MULCHED TO ESTABLISH VEGETATIVE COVER. THE CONTRACTOR SHALL REMOVE ACCUMULATED SEDIMENT FROM THE POND BOTTOM PRIOR TO ACCEPTANCE BY TERRAIN CONSULTING ENGINEERING. SOO BONDING PERFORMED BY A GEOTECHNICAL ENGINEER MAY BE NECESSARY TO PROVE THAT THE INTEGRITY OF THE SOILS BENEATH THE POND HAS NOT BEEN NEGATIVELY IMPACTED.
 14. ALL EXPOSED AREAS WITHIN PUBLIC RIGHTS-OF-WAY SHALL BE SOLID SOODED. OTHER NON-POND AREAS WITH THE SLOPES STEEPER THAN 4:1 SHALL BE SOODED AND STAKED AS NECESSARY.
 15. TURF REQUIREMENT MATS SHALL BE INSTALLED WHERE STORMWATER PIPES OUTFALL AT GRADE OR IN SPREADER SHALES.
 16. IF CONSTRUCTION OCCURS ALONG A WATER BODY, TURBIDITY BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH FOOT INDEX 103.
 17. A NOTICE OF TERMINATION FOR THE NPDES CONSTRUCTION GENERAL PERMIT SHALL BE SUBMITTED TO THE FDEP NPDES STORMWATER NOTICES CENTER WITHIN 14 DAYS OF THE DATE WHEN ALL THE AREAS OF THE SITE NOT OTHERWISE COVERED BY A PERMANENT PAVEMENT OR STRUCTURE HAVE BEEN STABILIZED WITH A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OR GREATER.
 18. SILTSACK BASKET FILTERING SYSTEM ACF ENVIRONMENTAL (000) 448-3636, OR APPROVED EQUAL SHALL BE USED.

STORMWATER POLLUTION PREVENTION PLAN



- DESIGN CRITERIA:**
1. A STABILIZED CONSTRUCTION ENTRANCE (SCE) IS APPROPRIATE IN THE FOLLOWING LOCATIONS: A. WHEREVER VEHICLES ARE LEAVING A CONSTRUCTION SITE AND ENTER ONTO A PUBLIC ROAD. B. AT ANY UNPAVED ENTRANCE/EXIT LOCATION WHERE THERE IS A RISK OF TRANSPORTING MUD OR SEDIMENT DURING RAINFALL.
 2. THE WIDTH SHOULD BE AT LEAST 10 FEET TO 12 FEET OR AS WIDE AS THE ENTIRE WIDTH OF THE ACCESS. AT STEEP SLOPES, THE ENTRANCE SHOULD BE WIDE ENOUGH FOR TWO VEHICLES TO PASS SAFELY.
 3. RUNOFF FROM A STABILIZED CONSTRUCTION ENTRANCE SHOULD DRAIN TO A SEDIMENT TRAP OR SEDIMENT BASIN.
 4. PRIOR TO PLACING GEOTEXTILE (FILTER FABRIC) MAKE SURE THAT THE ENTRANCE IS PROPERLY GRADED AND COMPACTED.
 5. INSPECT THE STABILIZED CONSTRUCTION ENTRANCE ON A REGULAR BASIS AND AFTER THERE HAS BEEN A HIGH VOLUME OF TRAFFIC OR STORM EVENT. APPLY ADDITIONAL STONE PERIODICALLY AND WHEN A REPAIR IS REQUIRED.
 6. IMMEDIATELY REMOVE SEDIMENTS OR ANY OTHER MATERIALS TRACKED INTO THE PUBLIC ROADWAY.



CONTRACTORS CERTIFICATION
 ALL CONTRACTORS AND SUBCONTRACTORS IDENTIFIED ON THIS PLAN SHALL SIGN THE CERTIFICATION BELOW BEFORE CONDUCTING ANY PROFESSIONAL SERVICE IDENTIFIED IN THE STORMWATER POLLUTION PREVENTION PLAN:
 I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERIC STORMWATER PERMIT ISSUED PURSUANT TO SECTION 403.0885, F.S., THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

SIGNATURE & DATE	NAME & TITLE	COMPANY ADDRESS AND PHONE NUMBER	RESPONSIBLE FOR

Plan Notes

POLLUTION PREVENTION PLAN

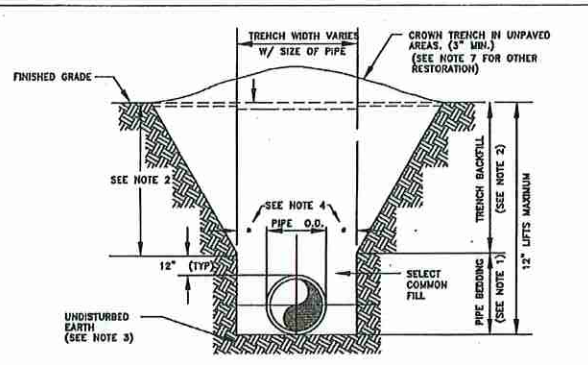
No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811



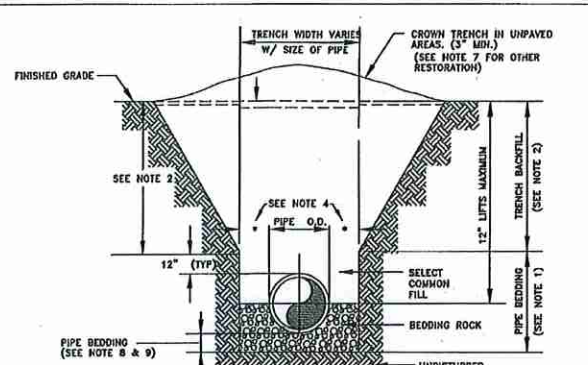
PROJECT NAME
LAKE GEM COMMERCE PARK
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

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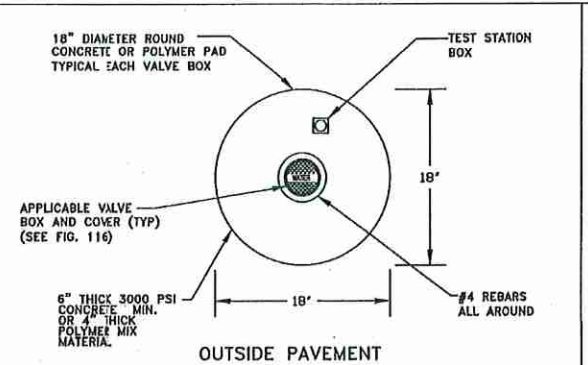
- NOTES:
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-160.
 - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS TO AASHTO T-160.
 - PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
 - (*) 15" MAX. FOR PIPE DIAMETERS LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 - GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 18" AND 6" MINIMUM FOR PIPE DIAMETER 18" AND LARGER.
 - DEPTH OF REMOVAL OF UNSUITABLE MATERIAL SHALL COVER DEPTH OF BEDDING ROCK BELOW THE PIPE. THE CITY SHALL DETERMINE IN THE FIELD IF REMOVAL OF UNSUITABLE MATERIAL IS REQUIRED TO REACH A SUITABLE FOUNDATION.
 - ALL UNPAVED DISTURBED AREAS SHALL BE SOODED TO MATCH ADJACENT DOMINANT GRASS SPECIES.
 - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.

TYPE "B" BEDDING AND OPEN-CUT DETAIL



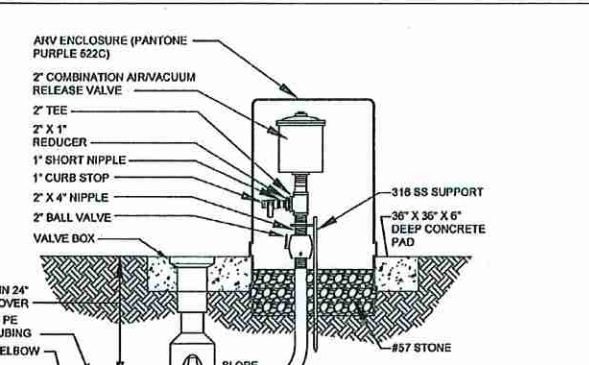
- NOTES:
- PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-160.
 - TRENCH BACKFILL: COMMON FILL COMPACTED TO 98% UNDER PAVEMENT OF THE MAXIMUM DENSITY AS PER AASHTO T-160.
 - USE OF TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
 - (*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 - WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 - ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 - GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 18" AND 6" MINIMUM FOR PIPE DIAMETER 18" AND LARGER.
 - DEPTH OF REMOVAL OF UNSUITABLE MATERIAL SHALL COVER DEPTH OF BEDDING ROCK BELOW THE PIPE. THE CITY SHALL DETERMINE IN THE FIELD IF REMOVAL OF UNSUITABLE MATERIAL IS REQUIRED TO REACH A SUITABLE FOUNDATION.
 - ALL UNPAVED DISTURBED AREAS SHALL BE SOODED TO MATCH ADJACENT DOMINANT GRASS SPECIES.
 - FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF THE GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY RIGHT-OF-WAY, SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS.

TYPE "A" BEDDING AND OPEN-CUT DETAIL



- NOTES:
- FOR RECLAIMED WATER USE ONLY.
 - OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RAW LINE AS POSSIBLE.
 - ADJUST HORIZONTAL LOCATION OF SIDEWALK, AS REQUIRED TO AVOID ARV ENCLOSURE.
 - LOCATE ARV ENCLOSURE WITHIN 6" OF RAW LINE.

VALVE BOX



- NOTES:
- FOR RECLAIMED WATER USE ONLY.
 - OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RAW LINE AS POSSIBLE.
 - ADJUST HORIZONTAL LOCATION OF SIDEWALK, AS REQUIRED TO AVOID ARV ENCLOSURE.
 - LOCATE ARV ENCLOSURE WITHIN 6" OF RAW LINE.

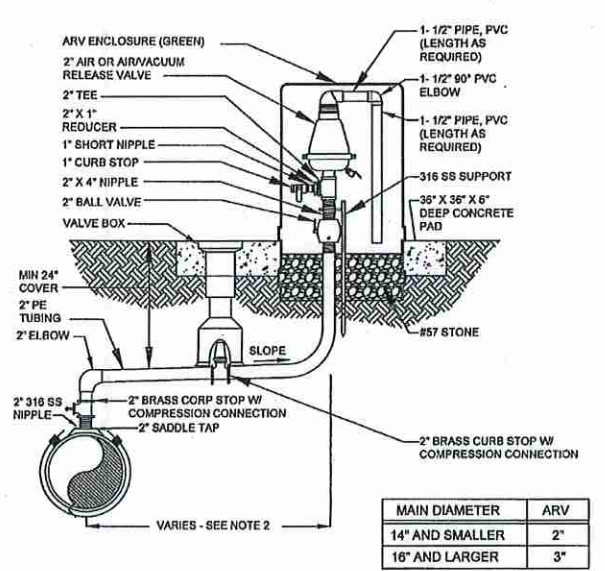
OFFSET COMBINATION AIR/VACUUM RELEASE VALVE DETAIL - RECLAIMED WATER ONLY

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 100

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 101

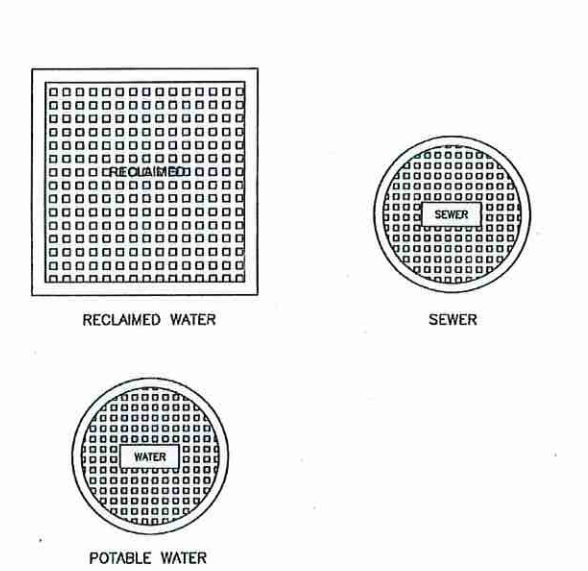
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 109

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 113

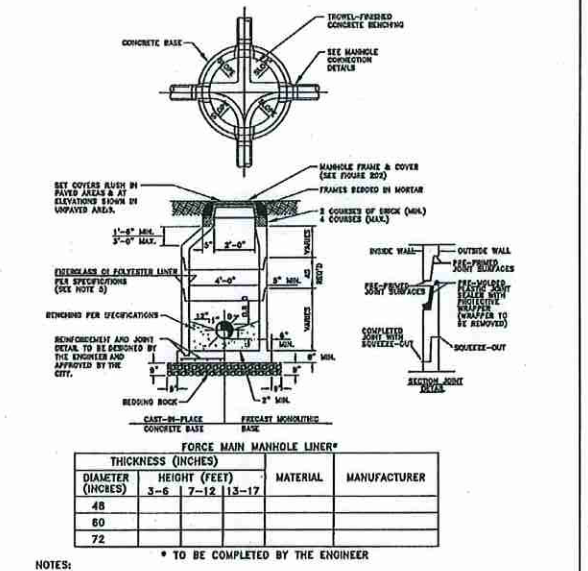


- NOTES:
- FOR WASTEWATER USE ONLY.
 - OFFSET DISTANCE TO BE FIELD DETERMINED AND AS CLOSE TO THE RAW LINE AS POSSIBLE.
 - ADJUST HORIZONTAL LOCATION OF SIDEWALK, AS REQUIRED TO AVOID ARV ENCLOSURE.
 - LOCATE ARV ENCLOSURE WITHIN 6" OF RAW LINE.

OFFSET AIR OR COMBINATION AIR/VACUUM RELEASE VALVE DETAIL - WASTEWATER ONLY

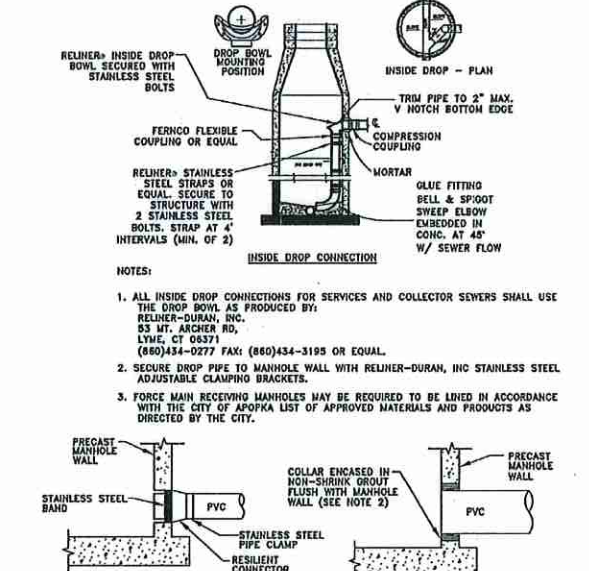


TYPICAL VALVE BOX COVER DETAILS



- NOTES:
- MANHOLE SHOWN IS FOR SEWER SIZE 6" THRU 24". SEE SECTION 20.4 OF THE MANUAL FOR MANHOLE DIAMETER FOR SEWERS LARGER THAN 24".
 - DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
 - THE THICKNESS OF THE LINER SHALL BE 3/8" MINIMUM.
 - EACH BENCH WALL SHALL BE A MINIMUM OF 18 INCHES LONG FROM THE WALL OF THE MANHOLE TOWARD THE CENTER.
 - SANITARY SEWER MANHOLES MAY BE REQUIRED TO BE LINED IN ACCORDANCE WITH THE CITY OF APOPKA LIST OF APPROVED MATERIALS AND PRODUCTS AS DIRECTED BY THE CITY.

TYPICAL MANHOLE



- NOTES:
- ALL INSIDE DROP CONNECTIONS FOR SERVICES AND COLLECTOR SEWERS SHALL USE THE DROP BOWL AS PRODUCED BY: RELINER-DURAN, INC. 83 MT. ARCHER RD., LYME, CT 06371 (860)434-0277 FAX: (860)434-3195 OR EQUAL.
 - SECURE DROP PIPE TO MANHOLE WALL WITH RELINER-DURAN, INC. STAINLESS STEEL ADJUSTABLE CLAMPING BRACKETS.
 - FORCE MAIN RECEIVING MANHOLES MAY BE REQUIRED TO BE LINED IN ACCORDANCE WITH THE CITY OF APOPKA LIST OF APPROVED MATERIALS AND PRODUCTS AS DIRECTED BY THE CITY.

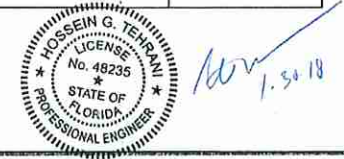
MANHOLE CONNECTION DETAILS

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 114

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 116

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 200

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 201

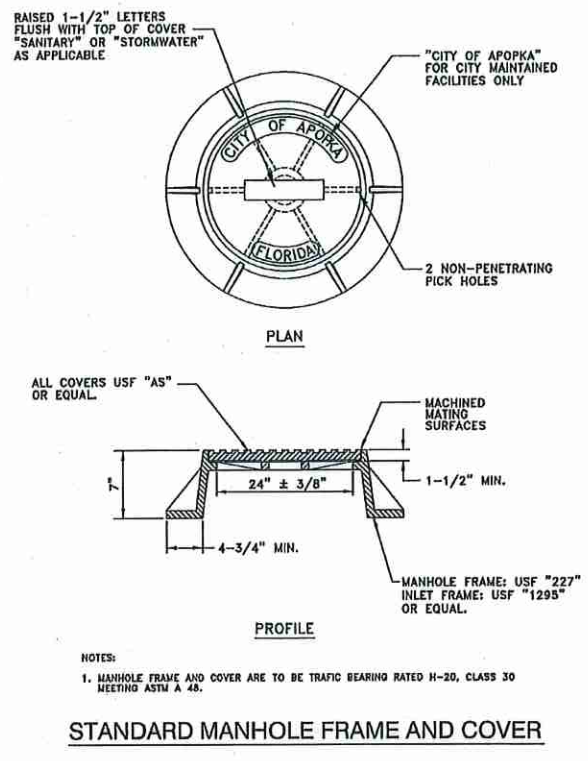


No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
FLORIDA P.E. LICENSE NO. 48235
621 Sherwood Dr.
Altamonte Springs, FL 32751
Ph. (407) 948-0811

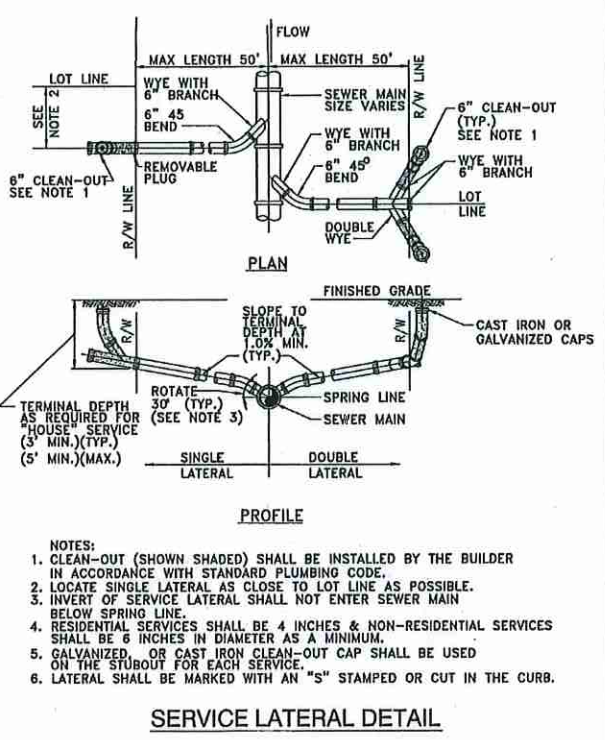
PROJECT NAME
**LAKE GEM
COMMERCE PARK**
516 Cooper Commerce Dr., Suite 200
Apopka, FL 32703

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Date August, 2017	Scale As Shown



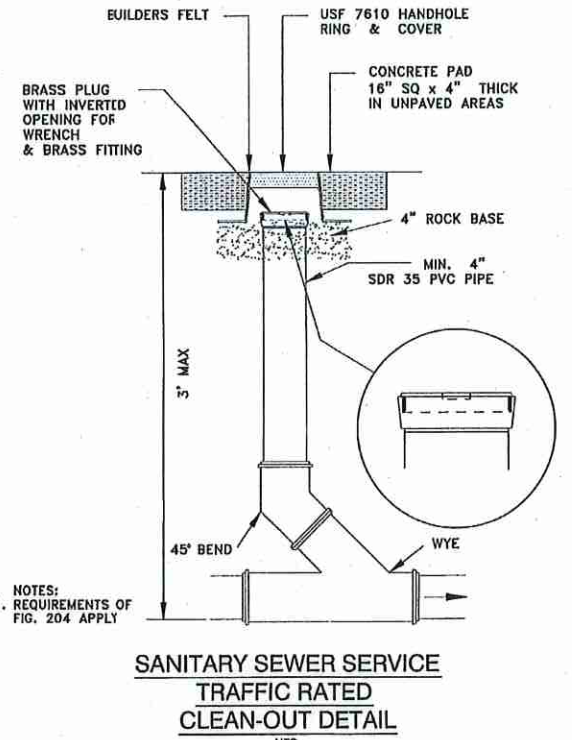
STANDARD MANHOLE FRAME AND COVER

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 202



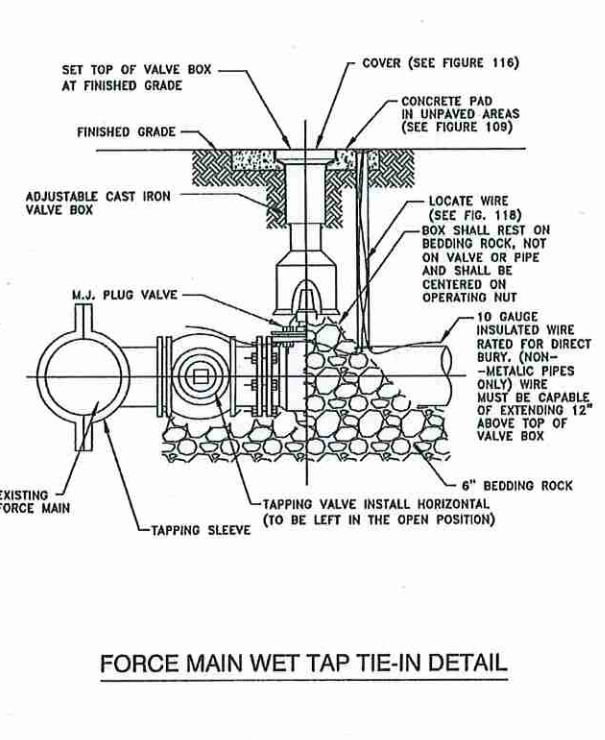
SERVICE LATERAL DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 204



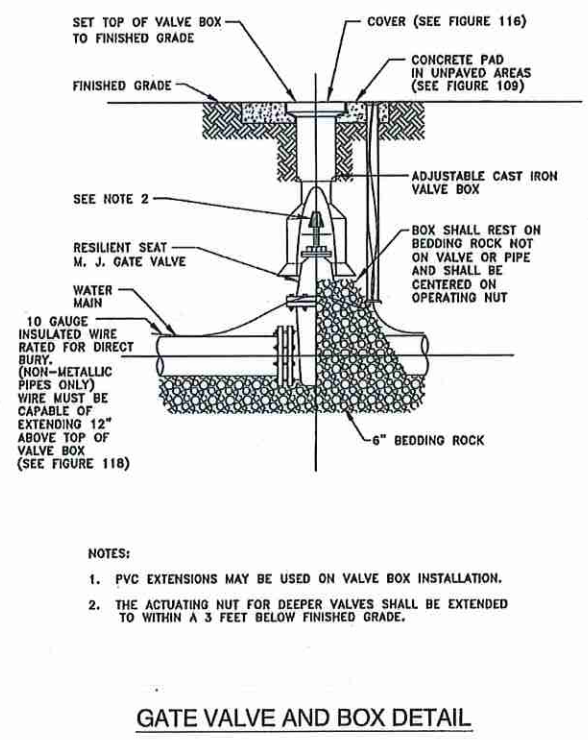
SANITARY SEWER SERVICE
TRAFFIC RATED
CLEAN-OUT DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 205



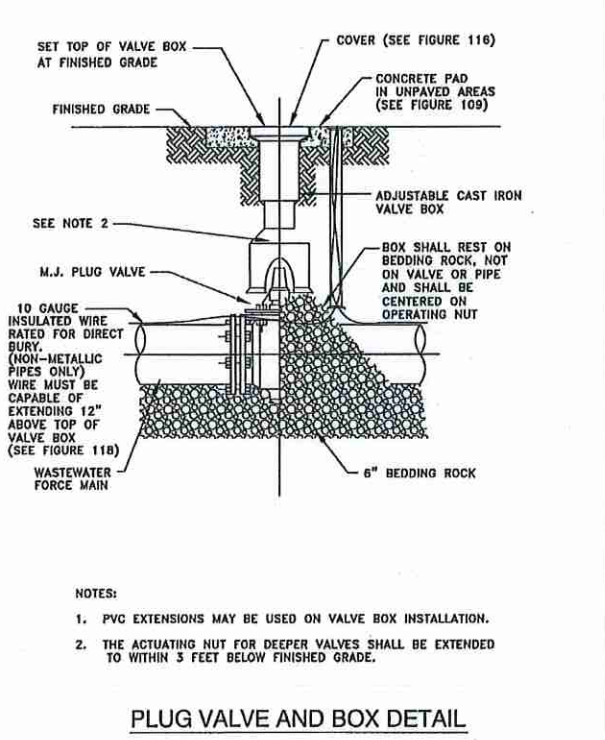
FORCE MAIN WET TAP TIE-IN DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 206



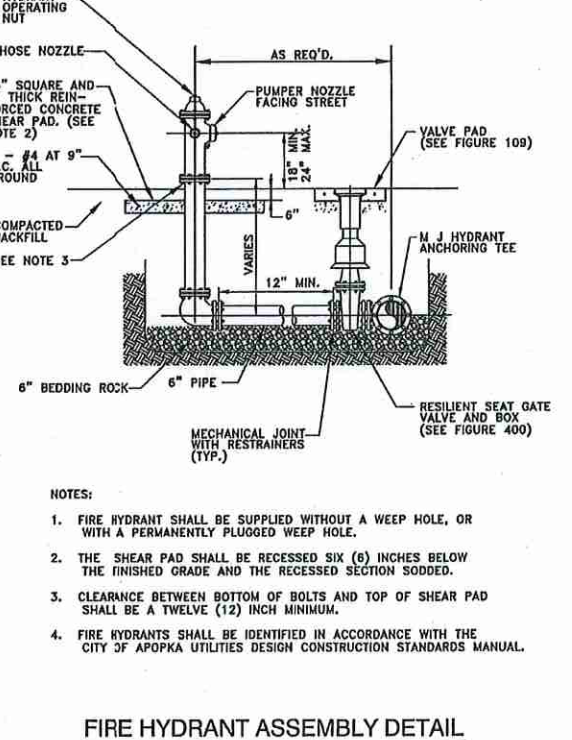
GATE VALVE AND BOX DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 400



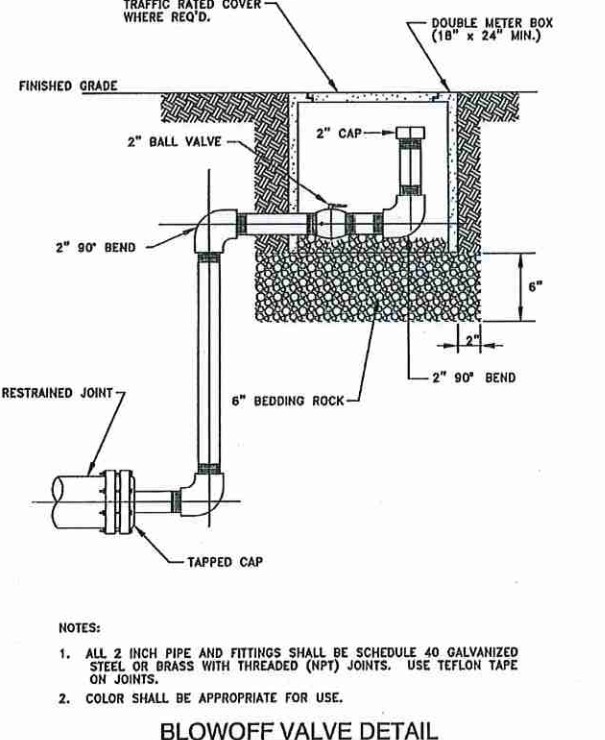
PLUG VALVE AND BOX DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 400 A



FIRE HYDRANT ASSEMBLY DETAIL

CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 402



BLOWOFF VALVE DETAIL

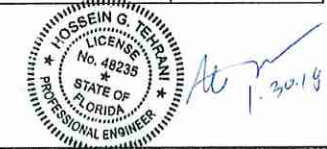
CITY OF APOPKA
DESIGN ENGINEERING DIVISION
JANUARY 2016
FIG. 403

No.	Revision/Issue	Date

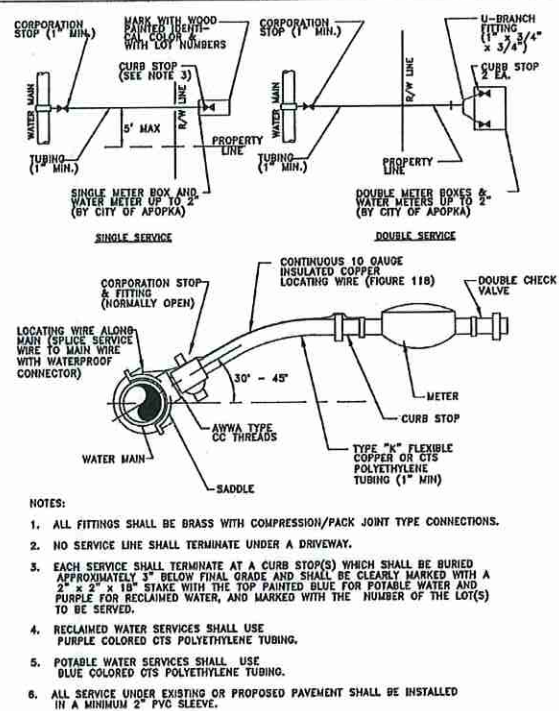
ENGINEER OF RECORD
ALI TEHRANI, P.E.
FLORIDA P.E. LICENSE NO. 48235
621 Sherwood Dr.
Altamonte Springs, FL 32751
Ph. (407) 948-0811

PROJECT NAME
**LAKE GEM
COMMERCE PARK**
516 Cooper Commerce Dr., Suite 200
Apopka, FL 32703

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Date August, 2017	17
Scale As Shown	

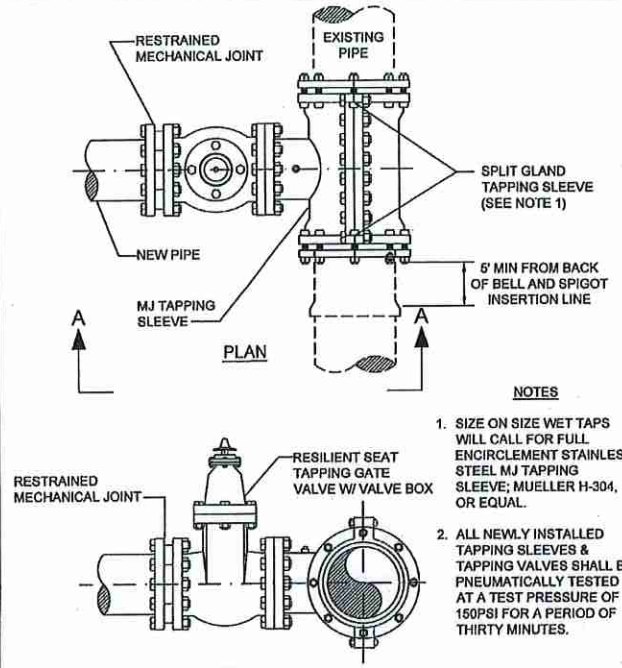


UTILITY DETAILS



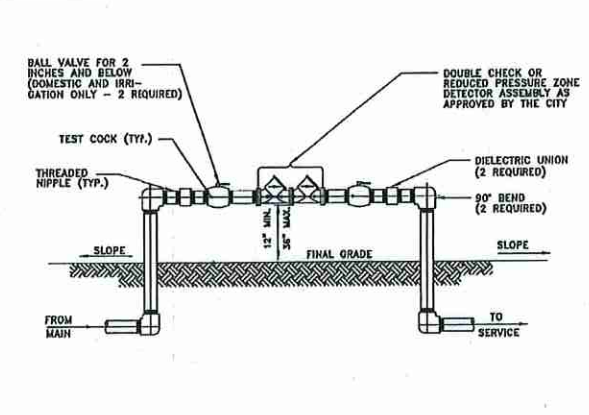
WATER SERVICE CONNECTION DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 405



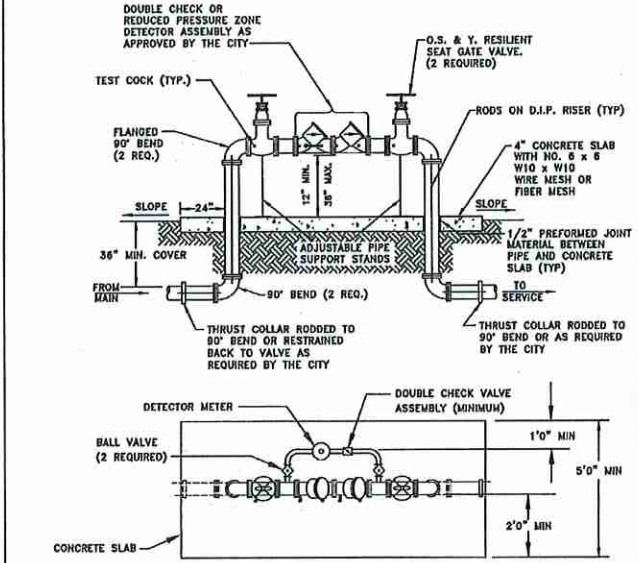
SECTION A - A
WATER AND RECLAIMED WATER MAINS WET TAP TIE-IN DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 406



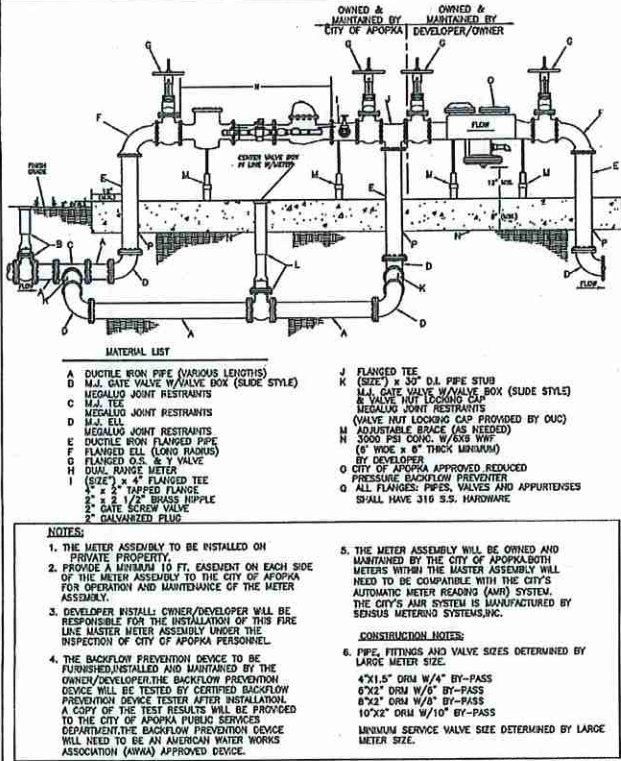
DOUBLE CHECK OR REDUCED PRESSURE ZONE DETECTOR ASSEMBLY
2 INCH AND BELOW ASSEMBLY

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 500 A



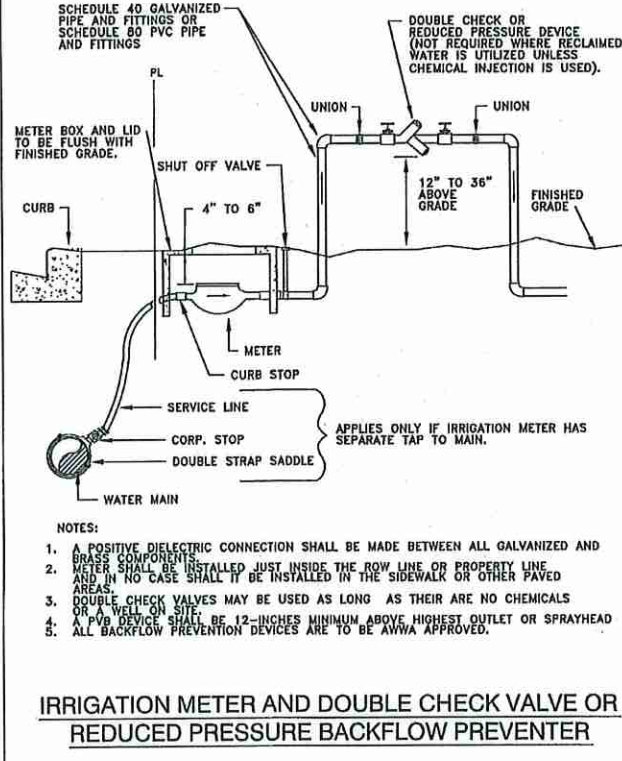
DOUBLE CHECK OR REDUCED PRESSURE ZONE DETECTOR ASSEMBLY
2 INCH AND ABOVE ASSEMBLY

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 500 B



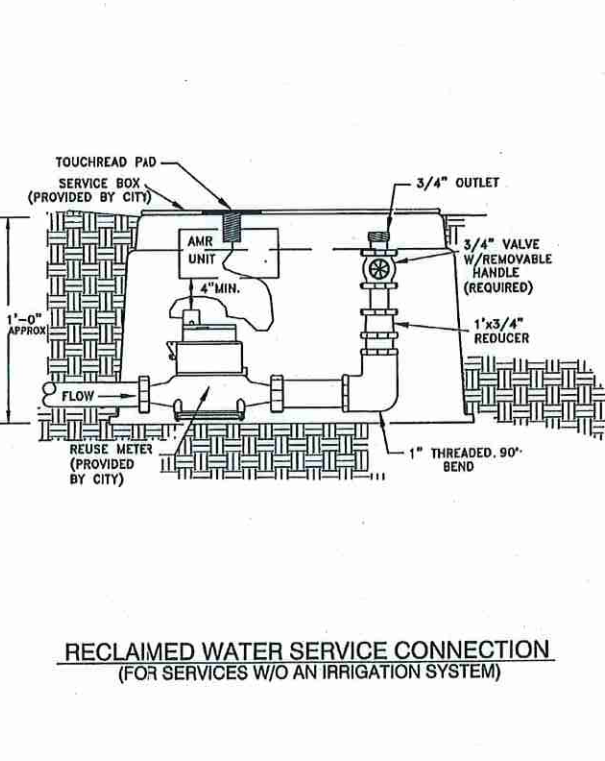
FIRE LINE MASTER METER ASSEMBLY W/ BY-PASS (TYPICAL)

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 500 C



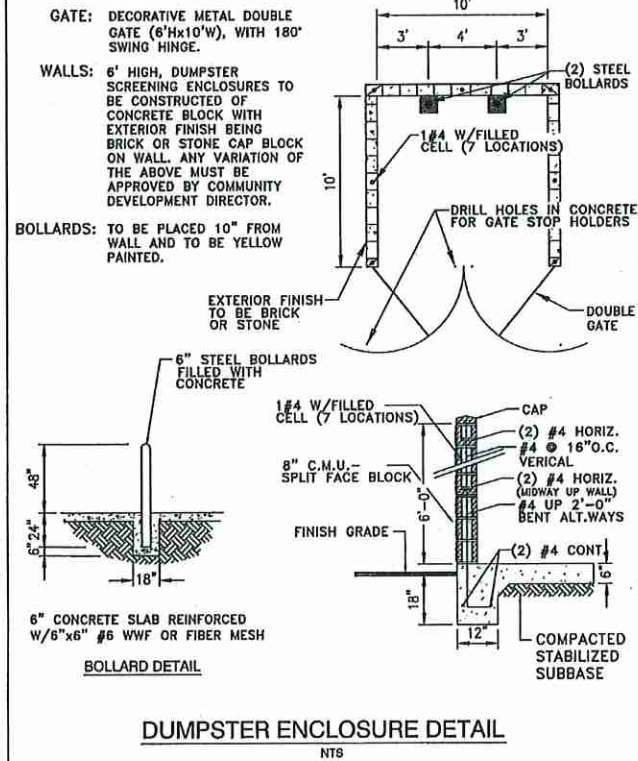
IRRIGATION METER AND DOUBLE CHECK VALVE OR REDUCED PRESSURE BACKFLOW PREVENTER

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 502



RECLAIMED WATER SERVICE CONNECTION (FOR SERVICES W/O AN IRRIGATION SYSTEM)

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 506



DUMPSTER ENCLOSURE DETAIL

CITY OF APOPKA DESIGN ENGINEERING DIVISION JANUARY 2016 FIG. 601

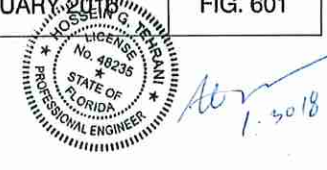
UTILITY DETAILS

No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
FLORIDA P.E. LICENSE NO. 48235
621 Sherwood Dr.
Altamonte Springs, FL 32751
Ph. (407) 948-0811

PROJECT NAME
LAKE GEM COMMERCE PARK
516 Cooper Commerce Dr., Suite 200
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Date August, 2017	18
Scale As Shown	



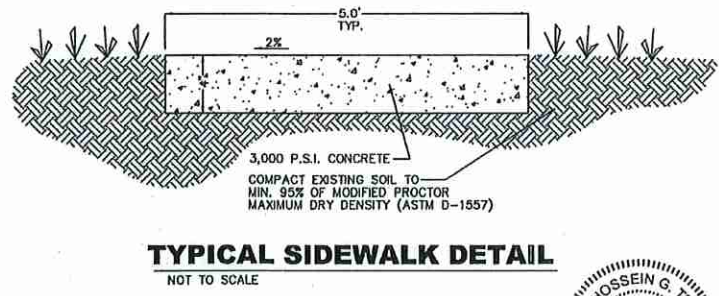
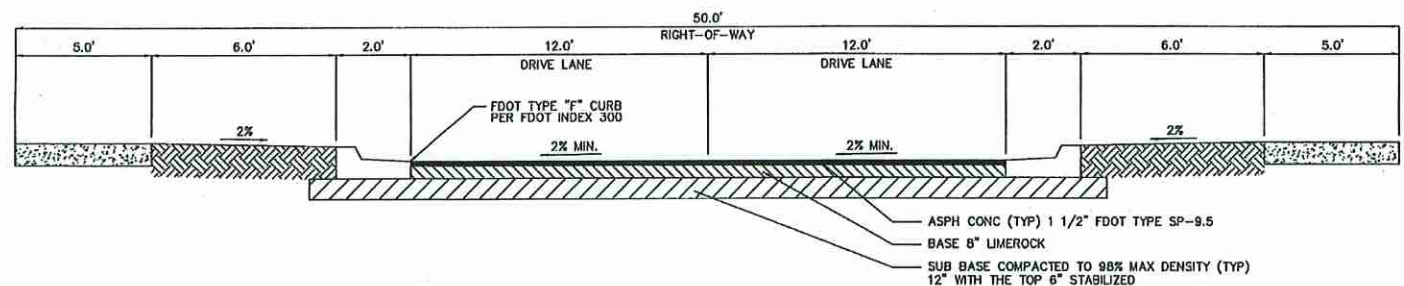
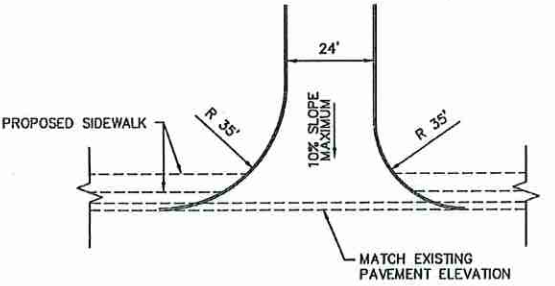
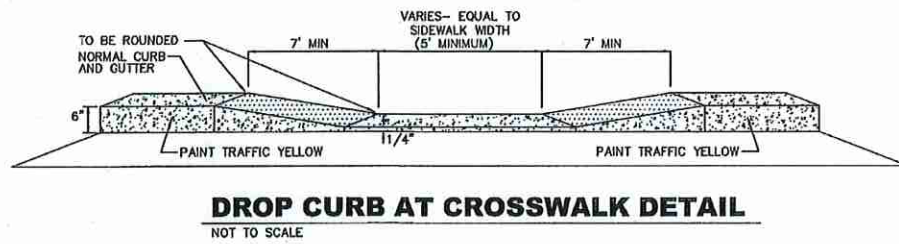
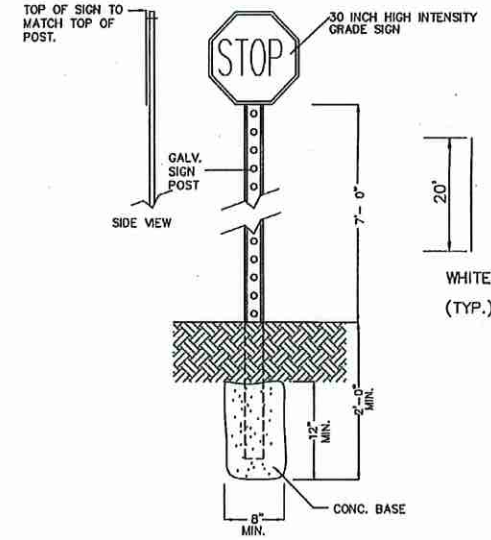
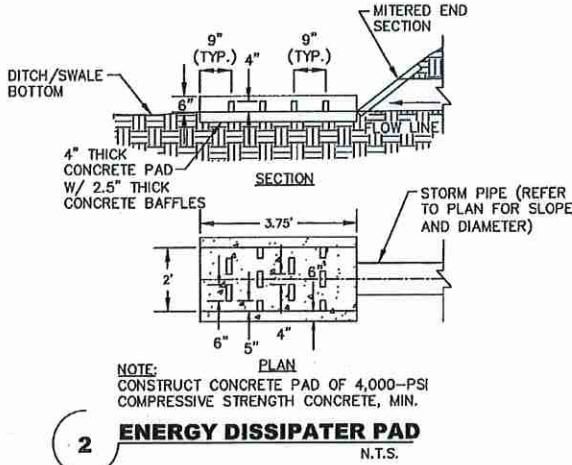
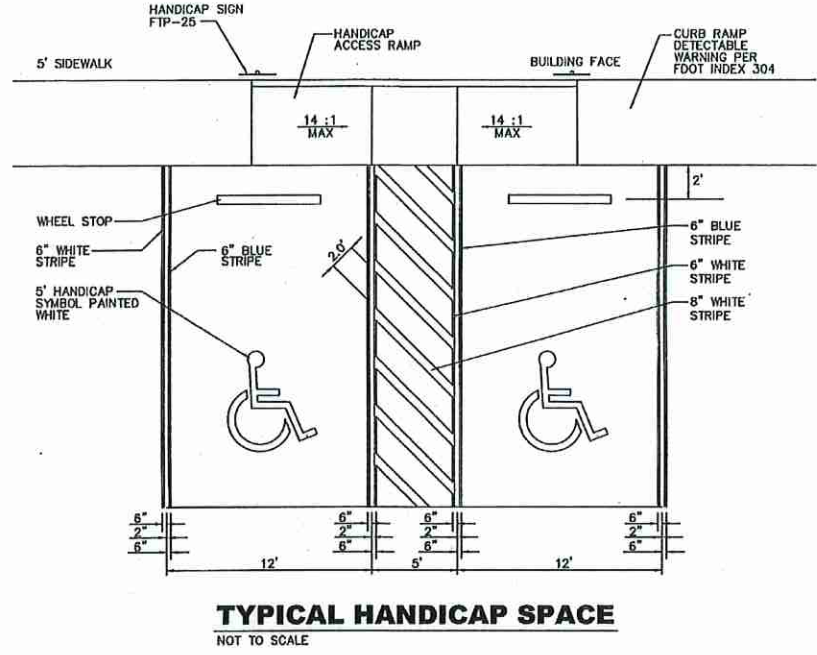
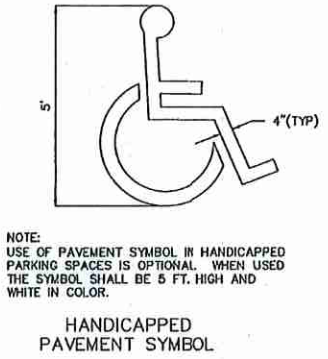
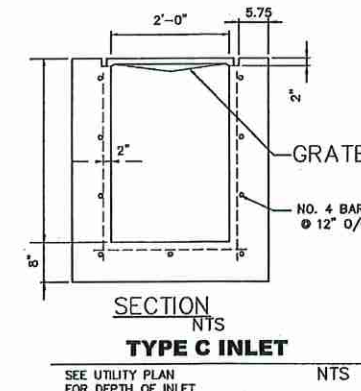
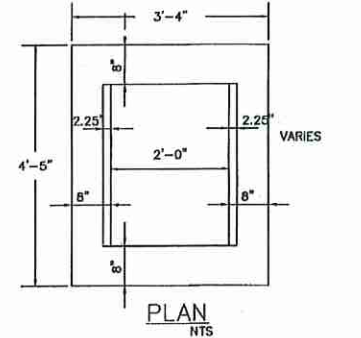
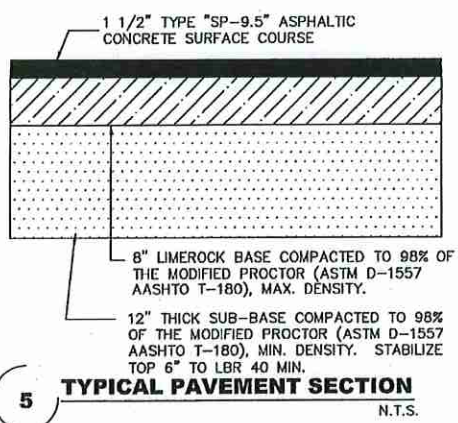
CONSTRUCTION DETAILS

No.	Revision/Issue	Date

ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO. 48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811

PROJECT NAME
LAKE GEM COMMERCE PARK
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

DWG Sheet 16-19	SHEET 19
Date August, 2017	Scale As Shown



Professional Engineer Seal for Ali Tehrani, License No. 48235, State of Florida.

NOTE: COMPLETE SYSTEM TO BE SUPPLIED BY:
RILEY & COMPANY, INC.
 SANFORD, FL 32773
 (407)265-9963

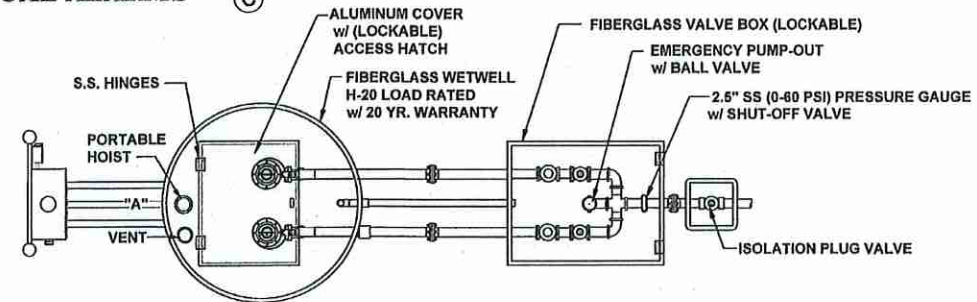
RILEY & Company, Inc. (H-20 GP)

w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS

NO SUBSTITUTIONS - NO ALTERNATES
LIFT STATION WILL BE PRIVATELY OWNED AND MAINTAINED.

The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty. Certification of the wetwell H-20 load rating must be supplied with submittals. H-20 certification must be signed and sealed by an engineer registered in the State of Florida.
 After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.

PUMP DATA		ELEVATIONS	
PRIMARY PUMP CAPACITY	85 GPM	TOP OF WETWELL	93.00
PRIMARY TDH	81' TDH	INLET INVERT	89.00
PUMP MANUFACTURER	HOMA	HIGH LEVEL ALARM (HLA)	88.50
PUMP MODEL #	GRP44/3	2nd PUMP ON (LAG)	87.50
R.P.M.	3450	1st PUMP ON (LEAD)	86.50
HORSEPOWER	5.50	PUMPS OFF (OFF)	85.50
IMPELLER DIAMETER	6 5/16"	BOTTOM OF WETWELL	83.00
ELECTRICAL/ VOLTS / PHASE	230V/3	WETWELL DIAMETER	60"
FULL LOAD AMPS/ PER PUMP	14.20		
PUMP DISCHARGE SIZE	2"		



NOTE: PUMP CONTROL PANEL SHALL BE LOCATED 3 FEET FROM WETWELL PERIMETER AT POINT "A"

PUMPS: (3 YR. WARRANTY)
 Submersible grinder pumps shall be HOMA Model GRP44/3. The pumps shall be installed in the H-20 GP FRP wetwell utilizing a slide rail system. The grinder unit shall be capable of macerating materials normally found in domestic and commercial sewage into a fine slurry which will pass through the pump and the Sch.80 PVC discharge piping.

Stator winding shall be open type with Class F insulation and shall be heat-shrink fitted into the stator housing. The use of pins, bolts, or other fastening devices is not acceptable.
 A heat sensor thermostat shall be attached to the top end of the motor winding and shall be connected in series with the magnetic contactor coil in the control panel to stop motor if winding temperature exceeds 140 C., but shall automatically reset when the winding temperature returns to normal. Two heat sensor thermostats shall be used on three phase motors.
 The pump motor grinder shaft shall be AISI 430F SS threaded to take the pump impeller and the grinder impeller.
 Upper & lower mechanical seals shall be Silicon Carbide vs Silicon Carbide.

DUPLEX CONTROL PANEL: (3 YR. WARRANTY)
 To insure complete unit and warranty responsibility the electrical control panel must be manufactured and built by the pump supplier. The pump supplier must be a TUV (UL508A CERTIFIED) manufacturing facility, with a minimum of 5 years history in the manufacturing of electrical control panels.
 The enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 10" deep fiberglass with 5 point latching system.
 The enclosure shall have external mounting feet to allow for wall mounting.
 The following components shall be mounted through the enclosure:
 1- ea. Red Alarm Beacon (Light) 4" x 4" Minimum Diameter
 1- ea. Alarm Horn (minimum 95 DCB)
 1- ea. Generator Receptacle w/ weatherproof cover (SCM460 -UL 1688)
 1- ea. Alarm Silence Pushbutton

The back panel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.

The following components shall be mounted to back panel:
 2- ea. Motor Contactors
 1- ea. Phase Monitor (3 Ph) w/2 N/O & 1 N/C Contacts
 1- ea. Control Transformer (480 Volt Only) (Min. 500VA)
 1- ea. Silence Relay Module
 1- ea. Duplex Alternator w/ Pump Selector Switch
 1- ea. Model RCBB5AH Battery Back-Up w/ Smart Charger For The High Level Alarm System
 20- ea. Terminals For Field Connections
 6- ea. Terminals For Motor Connections (Single Phase Only)
 7- ea. Grounding Lugs
 1- ea. Seal Failure Relay

The inner door shall be fabricated from .080, 5052-H32 marine alloy aluminum. The inner door shall have a continuous aluminum piano hinge.

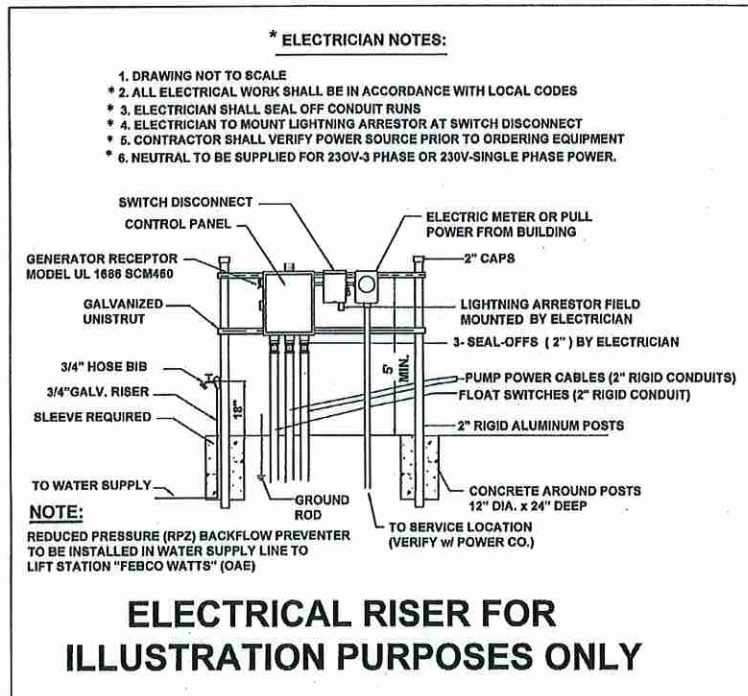
The following components shall be mounted through the inner door:
 1- ea. Main Circuit Breaker
 1- ea. Emergency Circuit Breaker
 1- ea. Mechanical Interlock For Emergency And Main Breakers (UL Listed)
 2- ea. Short Circuit Protectors w/ Auxiliary Contacts
 1- ea. Control Circuit Breaker
 2- ea. Seal Failure Indicator Lights
 1- ea. Hand-Off-Auto Selector Switches
 2- ea. Pump Run Pilot Lights
 1- ea. Power On Pilot Light
 2- ea. Elapse Time Meters (Non-Resetable)
 1- ea. GFI Duplex Convenience Outlet

NOTES:

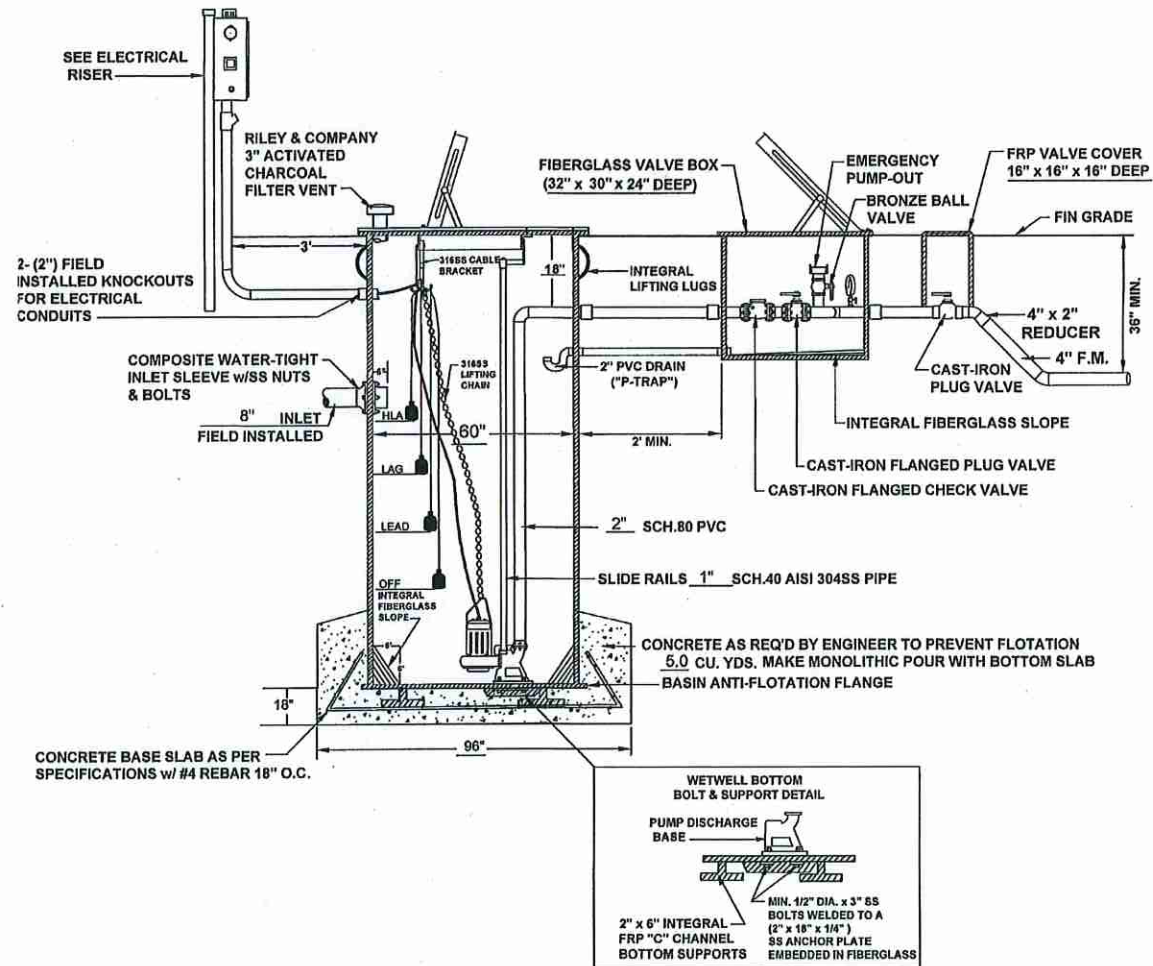
- Water service with hose bibb and reduced pressure backflow preventer to be installed near lift station. (See Electrical Riser Illustration)
- System shall be operated and maintained to provide uninterrupted service as required by DEP Chapter 62-604.500.
- Approved Operation & Maintenance Manual (O&M) shall be kept available for operation and maintenance personnel
- A weather resistant emergency contact sign shall be installed at the lift station and made visible to the public (Lettering shall be min. 2" in height).
- INSPECTION & TESTING:** A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance for the complete system.
- WIRELESS REMOTE ALARM:** Model RCWAU 120V / Transmitter and HLA float to be mounted inside wetwell and wireless receiver to be installed inside building.

*** ELECTRICIAN NOTES:**

- DRAWING NOT TO SCALE
- ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
- ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
- ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
- CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT
- NEUTRAL TO BE SUPPLIED FOR 230V-3 PHASE OR 230V-SINGLE PHASE POWER.



ELECTRICAL RISER FOR ILLUSTRATION PURPOSES ONLY



LIFT STATION PLAN

No.	Revision/Issue	Date

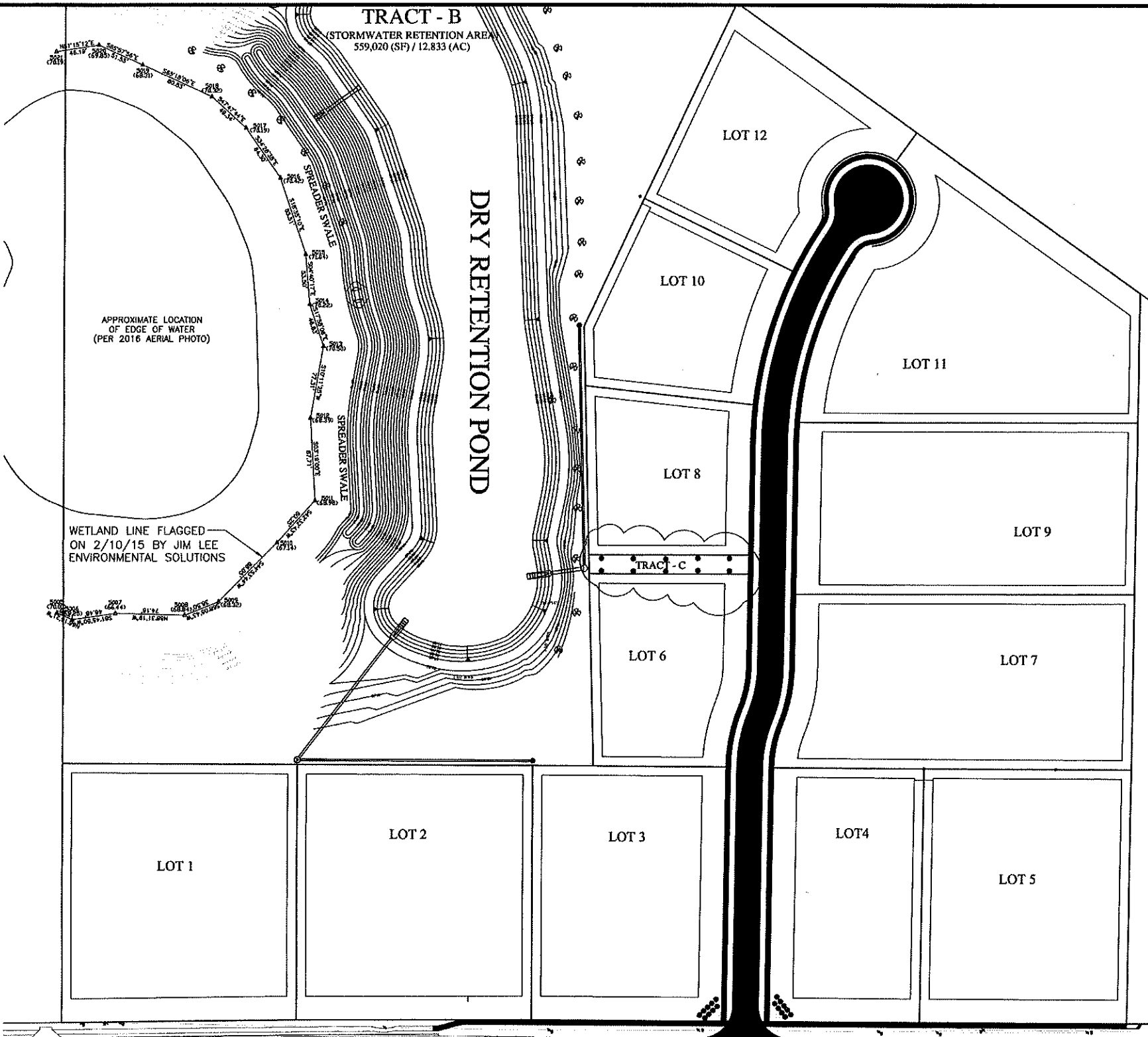
ENGINEER OF RECORD
ALI TEHRANI, P.E.
 FLORIDA P.E. LICENSE NO.48235
 621 Sherwood Dr.
 Altamonte Springs, FL 32751
 Ph. (407) 948-0811

PROJECT NAME
LAKE GEM COMMERCE PARK
 516 Cooper Commerce Dr., Suite 200
 Apopka, FL 32703

DWG Sheet 20	SHEET
Date August, 2017	20
Scale As Shown	



04-12-17



LANDSCAPE NOTES:

- The Landscape Contractor shall review architecture/engineering plans and become thoroughly familiar with surface and subsurface utilities.
- The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to ensure availability and proper location of irrigation lines and plants.
- The Landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.
- All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
- All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Plants, Part I and II, published by the Florida Department of Agriculture and Consumer Services or to the standards as given in the latest "American Standard for Nursery Stock," American National Standards Institute.
- The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. The caliper of tree trunks is to be taken 6" inches above the root ball.
- The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
- Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
- The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to ensure that plants are not over watered.
- It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to reestablish and repair all plants which lean or fall and to replace all plants which are damaged due to lack of proper staking or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
- All trees and all palms shall be guyed or staked or braced. The Landscape Contractor shall determine which small or multi-trunk trees need to be guyed and staked to maintain plumb. Staking of trees and shrubs, if required, shall be done as per staking and guying detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees at job site after a period of 1 year.
- Plants blown over by high winds, within the guaranteed period, shall not be excuse for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
- The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of bidding.
- Sod shall be ARGENTINE BANNA AND certified to be free of the imported fire ant. Sod shall have a clean growth of acceptable grass, reasonably free of weeds with not less than 1 1/2" of soil firmly adhering to roots. It shall be the responsibility of the Landscape Contractor to measure and determine the exact amount required. This amount shall be verified with the Owner or Landscape Architect before installation.
- All plant beds shall be top dressed with a minimum of 2" shredded organic mulch (or approved equivalent). All trees are to be mulched.
- The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
- The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
- All tree pits shall be excavated to size and depth in accordance with the USDA Standard for Nursery Stock 2001, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill at tree pits with water before planting to assure proper drainage percolation is available.
- The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any rejected plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
- Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to inform the Owner or his representatives in general maintenance procedures.
- Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and resetting of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.
- During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of all plants and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor stating the date when the Maintenance Period ends.
- At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.
- All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be given and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.
- Topsoil shall be ASTM D 5288, natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 6.5 to 7.4 percent, free from weed, objectionable waste, filler, rock, silt, stones larger than 1/4 inch in diameter, sludge, lime, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material.

LEGEND

PALM TREE (SABAL)		CABBAGE PALM	
BALD CYPRESS Min. 3" in Caliper		TAXODIUM DISTICHUM	

Plan Notes

5		
4		
3		
2		
1	REV. TREE PLAN PER COMMENTS	1/18
No.	Revision/Issue	Date

ALI TEHRANI P.E.
621 SHERWOOD DR
Altamonte Springs, Florida 32715
(407)-948-0811
Florida PE #48235

Project Name and Address
LAKE GEM COMMERCE PARK
516 COOPER COMMERCE DR., STE 200
APOPKA, FL 32703

Project	Sheet
Date	5-3-17
Scale	AS SHOWN
L1	

LANDSCAPE PLAN

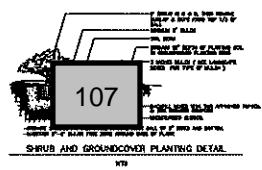
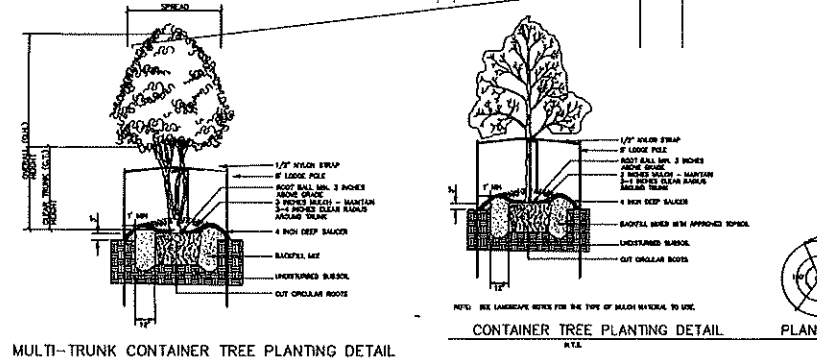
CERTIFIED SHOP DRAWINGS FOR PERMANENT IRRIGATION 1"=60'-0"
SYSTEM TO BE SUBMITTED PRIOR TO INSTALLATION
NOTE: IRRIGATION RISER ARE NOT ALLOWED

- ALL SOIL SHALL BE ARGENTINE BANNA.
- ALL GREEN AREAS OF TREES, PLANTS, AND SOD TO BE IRRIGATED ACCORDINGLY.
- ALL PLANTS TO BE NO. 1 OR BETTER AND MEET ALL CITY OF APOPKA CODES AND ORDINANCES.
- ALL TREES SHALL RECEIVE THE NECESSARY IRRIGATION UNTIL THE ROOT SYSTEMS AND TREE INSERT CAN SUSTAIN ITS OWN GROWTH THROUGH NATURE AND IRRIGATION SYSTEMS.
- ALL PLANTS AND BEDS SHALL RECEIVE MULCH ACCORDINGLY.
- ALL TREES SHALL BE BRACED/STAKED TO WITHSTAND NATURE'S WIND FORCES. TYPE OF BRACE SHALL BE OF A TYPE NOT TO HARM THE TREE TRUNK.

ALL GRASS SHRUBS SHALL BE LOCATED BETWEEN PALM TREES (PAMPAS GRASSES)

LANDSCAPING PLAN FOR EACH LOT WILL BE INCLUDED AS PART OF SITE PLAN FOR THE LOT BEING DEVELOP TO THE CITY.

ALL DISTURBED SOIL NEEDS TO BE SODDED.



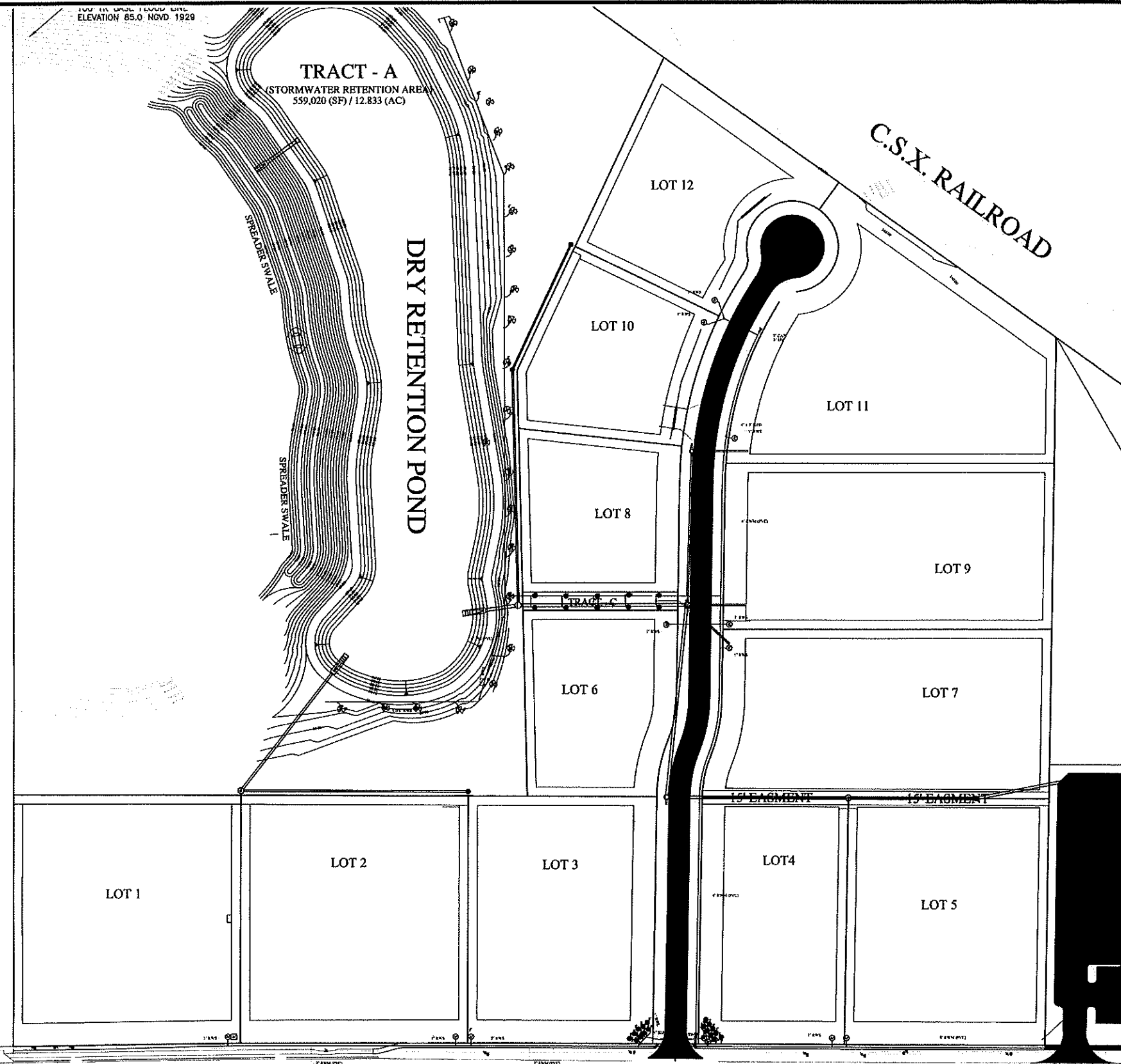
I CERTIFY THAT THE LANDSCAPE & IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH C.O. ORDINANCE 2008-05, ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

100' EX. WIDE ROAD ELEV. ELEVATION 85.0 NOV. 1929

TRACT - A
STORMWATER RETENTION AREA
559,020 (SF) / 12.833 (AC)

C.S.X. RAILROAD

DRY RETENTION POND

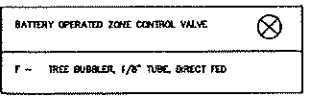


IRRIGATION NOTES:

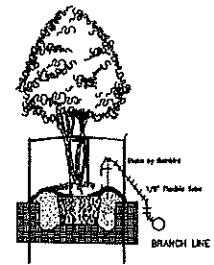
- All pipe shall be the purple reuse type.
- All valve boxes shall have purple lids to indicate the presence of re-use water.
- All equipment shall be installed as per all local, county, state, and federal codes. Provide and install all required main piping.
- Refer to the landscape plans when trenching to avoid trees and shrubs. Hand dig around any existing trees and do not cut any roots over 2" in diameter.
- All mainline piping shall be buried to a minimum depth of 18" cover. All lateral piping shall be buried to a minimum depth of 12" cover.
- Adjust all nozzles to reduce water waste on hard surfaces & building, well throttle all valves on shrub lines as required to prevent fogging. Use adjustable nozzles where required to avoid any water on building windows.
- No risers shall be used on this site.
- Any piping shown outside the property line or running outside a landscape area is shown for clarity only. All lines shall be installed on the property and inside the landscape area or inside a Sch. 40 sleeve.
- The exact height of any 12" pop up that is shown in a shrub bed shall be determined by the owner's representative in the field.
- The contractor shall exercise care so as not to damage any existing utilities. The contractor shall be responsible for the immediate repairs and cost of any damage caused by their work.
- All work shall be guaranteed for one year from the date of final acceptance against all defects in equipment and workmanship (as outlined in the written specifications).
- Contractor to call 1-800-432-2770 (Sunshine State One Call Center), 48 hours before digging.
- All reclaimed water lines to be 1" unless otherwise noted.
- Reclaimed water lines shown are for trees only at present. When lots are developed and building plans are developed, site plan will be revised accordingly (Irrigation and Landscape).
- Each lot owner to be responsible for parkway irrigations as well as irrigation around building landscape. Each lot will provide landscape and irrigation plan to the City of Apopka for approval.

IRRIGATION RISERS ARE NOT ALLOWED.

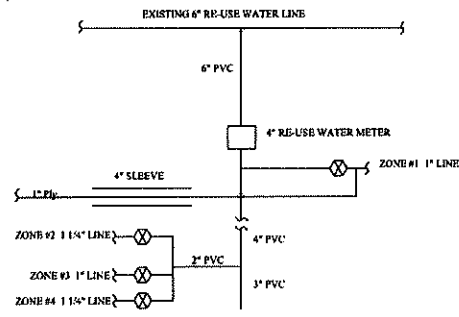
LEGEND



- ZONE #1 - TREES AT MAIN ENTRANCE
- ZONE #2 - TREES NORTH OF TRACT C IN RETENTION POND.
- ZONE #3 - TREES ALONG TRACK C.
- ZONE #4 - TREES SOUTH OF TRACK C IN RETENTION POND.

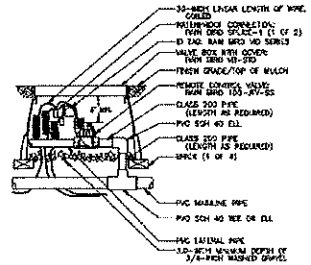


TREE IRRIGATION DETAIL



IRRIGATION CONTROL VALVE DETAIL

ALL CONTROL VALVES ARE BATTERY OPERATED.



ELECTRIC REMOTE-CONTROL VALVE

Plan Notes

IRRIGATION PLAN

5		
4		
3		
2		
1	CITY COMMENTS	1/18
No.	Revision/Issue	Date



Project Name and Address
**LAKE GEM
COMMERCE PARK**
516 COOPER COMMERCE DR., STE 200
APOPKA, FL 32703

Project	Sheet
Date	5-3-17
Scale	AS SHOWN
	L2

I CERTIFY THAT THE LANDSCAPE & IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE W/ C.O.A. ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

BOUNDARY SURVEY PROPOSED SITE PLAN / PRELIMINARY PLAT

PROPERTY DESCRIPTION PARCEL A:

A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LYING SOUTH OF THE SEABOARD AIR LINE RAILROAD, ALL LYING AND BEING SITUATE IN ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARSHALL LAKE ROAD AND THE WEST LINE OF NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY STATE ROAD 429 JOB NUMBER 7532-6460-607 RIGHT-OF-WAY MAP, SHEET ONE OF THREE, THENCE RUN SOUTH 89 DEGREES 44 MINUTES 38 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF MARSHALL LAKE ROAD, 803.38 FEET TO THE POINT OF BEGINNING, THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE RUN N 00°53'54" E FOR A DISTANCE OF 774.23 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF C.S.X. TRANSPORTATION, INC. RAILROAD (FORMERLY KNOWN AS FLORIDA CENTRAL RAILROAD) AS SHOWN IN THE ORLANDO-ORANGE COUNTY EXPRESSWAY STATE ROAD 429 JOB NO. 7532-6460-607 RIGHT-OF-WAY MAP SHEET NINE OF ELEVEN; THENCE RUN S 54°19'18" E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 513.93 FEET TO A POINT OF CURVATURE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2397.42 FEET AND A CHORD BEARING OF S 53°25'05" E WITH A CHORD LENGTH OF 55.89 FEET THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 0°17'30" FOR AN ARC LENGTH OF 95.89 FEET TO A POINT OF NON-TANGENCY; SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF BRADSHAW ROAD AS SHOWN ON THE ORLANDO - ORANGE COUNTY EXPRESSWAY STATE ROAD 429 JOB NUMBER 7532-6460-607 RIGHT-OF-WAY MAP SHEET ONE OF THREE, (LAST TWO COURSES BEING COINCIDENT WITH THE SOUTH RIGHT-OF-WAY LINE OF C.S.X. TRANSPORTATION, INC. RAILROAD); THENCE RUN S 00°53'54" W ALONG SAID WEST RIGHT-OF-WAY LINE OF BRADSHAW ROAD FOR A DISTANCE OF 439.54 FEET TO THE AFORESAID NORTH RIGHT-OF-WAY LINE OF MARSHALL LAKE ROAD; THENCE RUN N 89°44'38" W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 500.03 FEET TO THE POINT OF BEGINNING.

LESS THE EAST 25 FEET FOR RIGHT-OF-WAY FOR A UTILITY EASEMENT PER OFFICIAL RECORDS BOOK 4108 PAGE 2984 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA ALONG BRADSHAW ROAD.

PROPERTY DESCRIPTION PARCEL B:

THE EAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, EXCEPT THREE -QUARTERS OF AN ACRE IN THE NORTHWEST CORNER OF SAID TRACT OF LAND, TOGETHER WITH

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA LYING SOUTH OF THE SEABOARD AIR LINE RAILROAD, ALL LYING AND BEING SITUATE IN ORANGE COUNTY, FLORIDA.

THE ABOVE PARCEL ALSO BEING DESCRIBED AS:

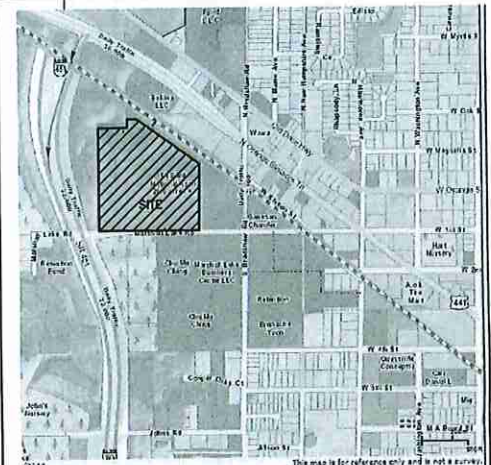
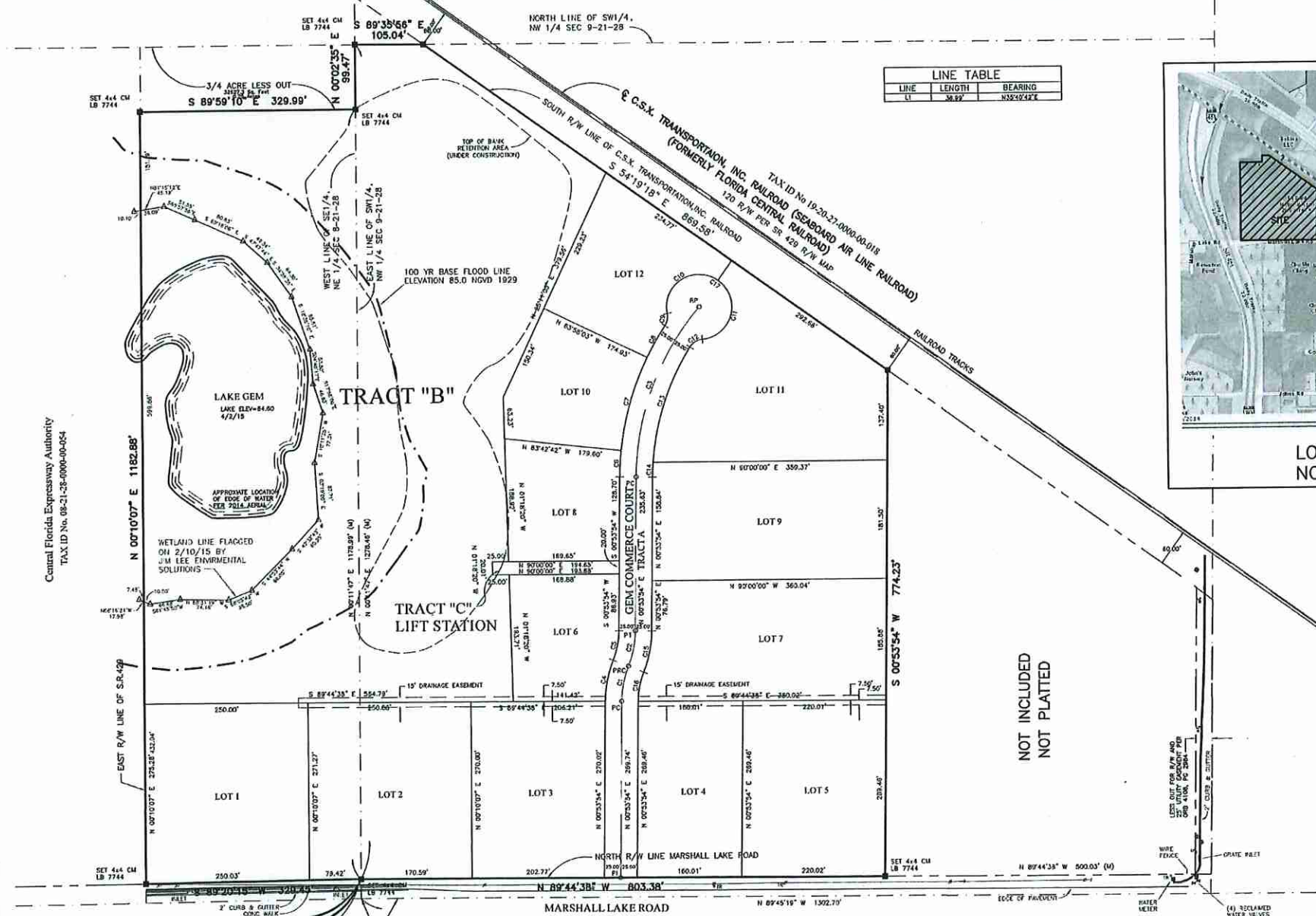
BEGIN AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF MARSHALL LAKE ROAD AND THE WEST LINE OF NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY STATE ROAD 429 JOB NUMBER 7532-6460-607 RIGHT-OF-WAY MAP, SHEET ONE OF THREE; THENCE RUN S 89°20'15" W ALONG THE NORTH LINE OF SAID NORTH LINE FOR A DISTANCE OF 319.45 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 429 AS SHOWN ON THE ORLANDO-ORANGE COUNTY EXPRESSWAY STATE ROAD 429 JOB NUMBER 7532-6460-607 RIGHT-OF-WAY MAP SHEET ONE OF THREE; THENCE RUN N 00°10'07" E ALONG SAID STATE ROAD 429 RIGHT-OF-WAY FOR A DISTANCE OF 1182.88 FEET; THENCE RUN S 89°59'10" E FOR A DISTANCE OF 319.59 FEET TO THE WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. THENCE RUN N 00°20'35" E FOR A DISTANCE OF 99.47 FEET TO THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 9, THENCE RUN S 89°35'56" E FOR A DISTANCE OF 105.04 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF C.S.X. TRANSPORTATION, INC. RAILROAD (FORMERLY KNOWN AS FLORIDA CENTRAL RAILROAD) AS SHOWN IN THE ORLANDO-ORANGE COUNTY EXPRESSWAY STATE ROAD 429 JOB NO. 7532-6460-607 RIGHT-OF-WAY MAP SHEET NINE OF ELEVEN; THENCE RUN S 54°19'18" E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 869.58 FEET; THENCE RUN S 00°53'54" W FOR A DISTANCE OF 774.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF MARSHALL LAKE ROAD; THENCE RUN N 89°44'38" W ALONG SAID NORTH RIGHT-OF-WAY LINE HAVING AN AREA OF 1246267.78 SQUARE FEET, 28.610 ACRES

Surveyors Notes:

- Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- This survey was prepared without the benefit of an Abstract or current Title Policy. There may exist matters of record affecting the subject property recorded in the Public Records unknown and not provided to this firm.
- Our research of the property is not an "abstract of title", nor is it a "title opinion" and does not constitute a warranty or guaranty of the property from any claims or interests. We show only the information we found within the Public Records. There may exist easements, liens or matters recorded in the Public Records not found, or provided to the Surveyor which may affect the subject property.
- Legal description prepared by surveyor.
- Adjacent properties have not been abstracted for title matters and are subject to easements and matters of record.
- Bearings are based on South line of the Northwest 1/4 of Section 9, Township 21 South, Range 31 East being N 89°45'12" W (assumed).
- This is not an Allu/Acsm Land Title Survey.
- No interior improvements located per Clients request.
- Symbols shown hereon are not to scale.
- No underground utilities, foundations, installations or improvements have been located by this firm as per client agreement.
- Total area surveyed is 6.661 acres or 288137.9 square feet more or less.
- Ownership of fences along property lines is not to be determined by this survey.
- This Survey does not determine the "ordinary high water line" or the "mean high water line" the State of Florida may own or claim ownership of those lands lying below the "ordinary high water line" or "mean high water line" or within any wetland limits.
- The intended scale for the map/drawing shown SHEET 1 is intended to be displayed at a scale of 1"=400' on 24"x36" sized sheet. The intended scale for SHEETS 2 AND 3 is intended to be displayed at a scale of 1"=100' on 24"x36" sized sheet. Any other sheet size will alter the scale of the drawing. Copies and reproductions made from prints will alter the scale of the drawing as well.
- The City of Apopka and the Orange County Storm Water Department has responded to this firm that the Normal High Water Line for Lake Gem has not been established.

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	88.00	130.00	21.9227	84.77
C2	26.60	130.00	21.9227	84.77
C3	88.00	130.00	21.9227	84.77
C4	88.00	130.00	21.9227	84.77
C5	88.00	130.00	21.9227	84.77
C6	88.00	130.00	21.9227	84.77
C7	88.00	130.00	21.9227	84.77
C8	88.00	130.00	21.9227	84.77
C9	88.00	130.00	21.9227	84.77
C10	88.00	130.00	21.9227	84.77
C11	88.00	130.00	21.9227	84.77
C12	88.00	130.00	21.9227	84.77
C13	88.00	130.00	21.9227	84.77
C14	88.00	130.00	21.9227	84.77
C15	88.00	130.00	21.9227	84.77
C16	88.00	130.00	21.9227	84.77
C17	88.00	130.00	21.9227	84.77

LINE TABLE	
LINE	BEARING
11	N82°42'42"E
12	N82°42'42"E



LEGEND AND ABBREVIATIONS		
CM = CONCRETE MONUMENT	○ IRON PIPE AND CAP FOUND (NUMBER AS INDICATED)	○ ¹ BACKFLOW PREVENTER
LB = LICENSED BUSINESS	○ IRON ROD AND CAP FOUND (NUMBER AS INDICATED)	○ ² WATER METER
PLS = PROFESSIONAL LAND SURVEYOR	○ ³ TRAFFIC CONTROL BOX	○ ³ SEWER CLEAN-OUT
PSM = PROFESSIONAL SURVEYOR & MAPPER	○ ⁴ CATV JUNCTION BOX	○ ⁴ TELEPHONE JUNCTION BOX
PCP = FERMAMENT CONTROL POINT	○ ⁵ DOWN SPOUT (ROOF DRAIN)	○ ⁵ IRRIGATION CONTROL VALVE
O.R.B. = OFFICIAL RECORDS BOOK	○ ⁶ GAS VALVE	○ ⁶ WATER VALVE
M.B. = MAP BOOK	○ ⁷ SEWER VALVE	○ ⁷ GAS VALVE
D.B. = DEED BOOK	○ ⁸ WATER VALVE	○ ⁸ ELECTRIC JUNCTION BOX
PL = PAGE	○ ⁹ GAS VALVE	○ ⁹ MAIL BOX
PCS = PAGES	○ ¹⁰ TELEPHONE EQUIPMENT ON CONIC PAD	○ ¹⁰ ELECTRIC TRANSFORMER ON CONIC PAD
(P) = PLAT	○ ¹¹ WATER MAIN (FIRE DEPT)	○ ¹¹ SIGNAL CONTROLLER ON CONIC PAD
(M) = MEASURED	○ ¹² CHAIN LINK FENCE	○ ¹² CURB INLET WITH MANHOLE
(C) = CALCULATED	○ ¹³ CURB INLET	○ ¹³ FLOW ARROW
R/W = RIGHT-OF-WAY	○ ¹⁴ RAILROAD TRACK	
R = RADIUS		
L = LENGTH		
D = DELTA		
CH = CHORD DISTANCE		
CB = CHORD BEARING		
L.F. = LINEAR FEET		
S.F. = SQUARE FEET		
AC = ACRE		
ELEV. = ELEVATION		
CONC. = CONCRETE		
CEK = CONCRETE BLOCK		
INV. = INVERT		
CLF = CHAIN LINK FENCE		

NOTE: SYMBOLS IN DRAWING AND LEGEND ARE NOT TO SCALE.

Surveyors Certification:
I hereby certify that this survey shown hereon was made in accordance with the "Standards and Practices" for land surveying in the State of Florida, Rule 1S-17-050 to 052 Florida Administrative Code, pursuant to Chapters 177 and 472, Florida Statutes and unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

Ralph A. Nieto
Printed Name: Ralph A. Nieto P.S. M. No. 6025
Jan 18, 2018
Print Date

**PROPERTY INDUSTRIAL ENTERPRISES
BOUNDARY SURVEY**

MARSHALL LAKE RD & BRADSHAW RD, APOPKA, FLORIDA

DATE:	4/2/14
FIELD BY:	DULK
ORDER NO.:	NW1E-111
DRAWN BY:	RN
SCALE:	1"=100'
ADDED WETLAND LINE	
REVISIONS	
NO. 1	2/20/15
NO.	DATE

PREPARED FOR: **PROPERTY INDUSTRIAL ENTERPRISES**
 BOUNDARY SURVEY
 MARSHALL LAKE RD & BRADSHAW RD, APOPKA, FLORIDA



Nieto-Whittaker Surveying LLC
 563 W. Spanglers Way, Lake Mary, FL 32746
 Ph: (407) 984-0103 Fax: (407) 302-0776
 LB No. 7744

LAKE GEM COMMERCE CENTER

LOCATED IN SECTIONS 8 AND 9, TOWNSHIP 21 SOUTH, RANGE 28 EAST,
CITY OF AOPKA, ORANGE COUNTY, FLORIDA

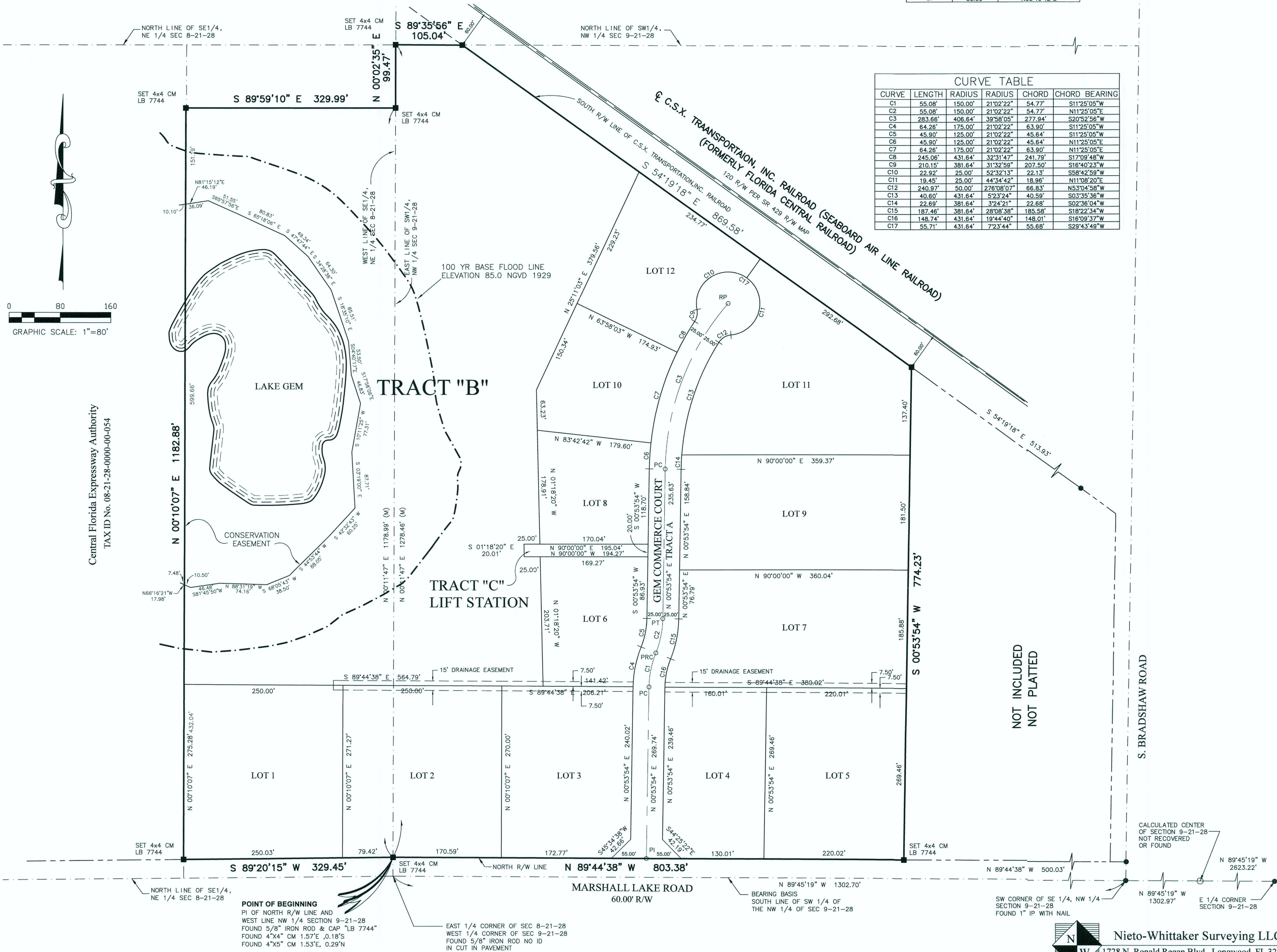
SHEET 2 OF 2

PLAT
BOOK

PAGE

LINE TABLE		
LINE	LENGTH	BEARING
L1	36.99'	N35°40'42"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	RADIUS	CHORD	CHORD BEARING
C1	55.08'	150.00'	21°02'22"	54.77'	S11°25'05"W
C2	55.08'	150.00'	21°02'22"	54.77'	N11°25'05"E
C3	283.66'	406.64'	39°58'05"	277.94'	S20°52'56"W
C4	64.26'	175.00'	21°02'22"	63.90'	S11°25'05"W
C5	45.90'	125.00'	21°02'22"	45.64'	S11°25'05"W
C6	45.90'	125.00'	21°02'22"	45.64'	N11°25'05"E
C7	64.26'	175.00'	21°02'22"	63.90'	N11°25'05"E
C8	245.06'	431.64'	32°31'47"	241.79'	S17°09'48"W
C9	210.15'	381.64'	31°32'59"	207.50'	S16°40'23"W
C10	22.92'	25.00'	52°32'13"	22.13'	S58°42'58"W
C11	19.45'	25.00'	44°34'42"	18.95'	N11°08'20"E
C12	240.97'	50.00'	276°08'07"	66.83'	N53°04'58"W
C13	40.60'	431.64'	5°23'24"	40.59'	S03°35'36"W
C14	22.69'	381.64'	3°24'21"	22.68'	S02°36'04"W
C15	187.46'	381.64'	28°08'38"	185.58'	S18°22'34"W
C16	148.74'	431.64'	19°44'40"	148.01'	S16°09'37"W
C17	55.71'	431.64'	7°23'44"	55.68'	S29°43'49"W



Central Florida Expressway Authority
TAX ID No. 08-21-28-0000-00-054

NOT INCLUDED
NOT PLATTED

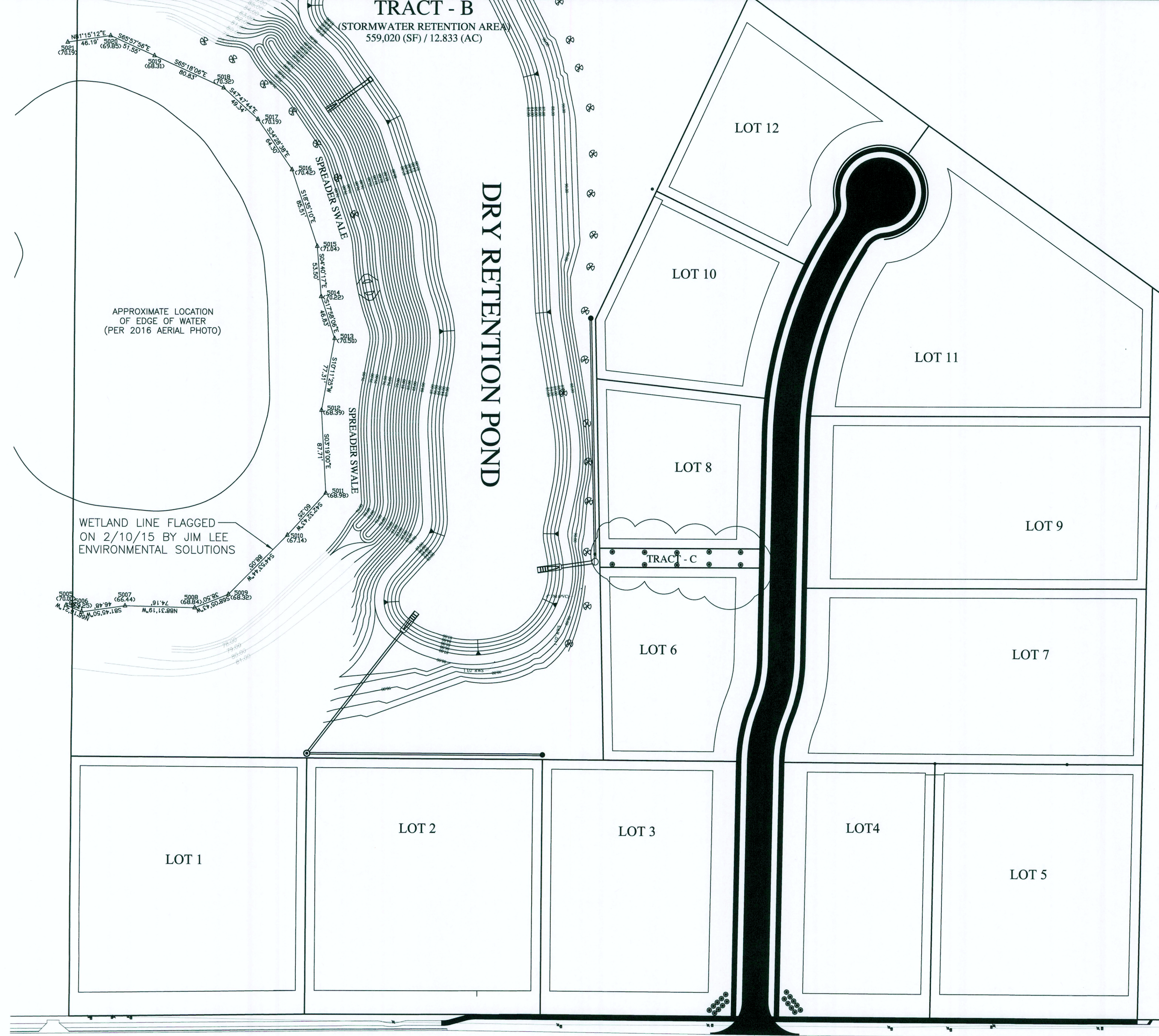
POINT OF BEGINNING
PI OF NORTH R/W LINE AND
WEST LINE NW 1/4 SECTION 9-21-28
FOUND 5/8" IRON ROD & CAP "LB 7744"
FOUND 4"x4" CM 1.57"E, 0.18"S
FOUND 4"x5" CM 1.53"E, 0.29"N

EAST 1/4 CORNER OF SEC 8-21-28
WEST 1/4 CORNER OF SEC 9-21-28
FOUND 5/8" IRON ROD NO ID
IN CUT IN PAVEMENT

Nieto-Whittaker Surveying LLC
 1728 N. Ronald Regan Blvd., Longwood, FL 32750
 PH: (407) 636-8460 FAX: (407) 636-8461
 LB No. 7744



TRACT - B
(STORMWATER RETENTION AREA)
559,020 (SF) / 12.833 (AC)



APPROXIMATE LOCATION OF EDGE OF WATER (PER 2016 AERIAL PHOTO)

WETLAND LINE FLAGGED ON 2/10/15 BY JIM LEE ENVIRONMENTAL SOLUTIONS

LANDSCAPE NOTES:

- The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface conditions.
- The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.
- The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
- Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
- Every possible safeguard shall be taken to protect building surfaces, equipment and furnishings. The Landscape Contractor shall be responsible for any damage or injury to person or property which may occur as a result of negligence in the execution of the work.
- All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
- All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Plants, Part 1 and II, published by the Florida Department of Agriculture and Consumer Services or to the standards as given in the latest "American Standard for Nursery Stock," American National Standards Institute.
- The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. The caliper of tree trunks is to be taken 6" inches above the root ball.
- The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
- Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
- The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
- It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to restrengthen and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
- All trees and all palms shall be guyed or staked or braced. The Landscape Contractor shall determine which small or multi-trunk trees need to be guyed and staked to maintain plumb. Staking of trees and shrubs, if required, shall be done as per staking and guying detail prepared by the Landscape Architect. It shall be the responsibility of the Landscape Contractor to remove guys and stakes from the trees & job site after a period of 1 year.
- Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
- The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of bidding.
- Sod shall be ARGENTINE BAHIA AND certified to be free of the imported fire ant. Sod shall have a clean growth of acceptable grass, reasonably free of weeds with not less than 1 1/2" of soil firmly adhering to roots. It shall be the responsibility of the Landscape Contractor to measure and determine the exact amount required. This amount shall be verified with the Owner or Landscape Architect before installation.
- All plant beds shall be top dressed with a minimum of 2" shredded organic mulch (or approved equal). All trees are to be mulched.
- The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
- The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
- All tree pits shall be excavated to size and depth in accordance with the USDA Standard for Nursery Stock 260.1, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
- The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
- Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.
- Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.
- During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of the inspection 10 days prior to the anticipated date. At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.
- At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement. All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.
- All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.
- Topsoil shall be ASTM D 5268, natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4 percent, free from substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material.

Plan Notes

5		
4		
3		
2		
1	REV. TREE PLAN PER COMMENTS	1/18
No.	Revision/Issue	Date

LEGEND

PALM TREE (SABAL)		CABBAGE PALM
BALD CYPRESS Min. 3" in Caliper		TAXODIUM DISTICHUM

- IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS OF EQUAL APPROXIMATE SIZE, AND APPROVED BY CITY OF APOPKA LAND DEVELOPMENT CODE.
- FIELD LOCATE ALL TREES SO AS TO NOT INTERFERE WITH ANY EXISTING AND/OR PROPOSED UTILITIES.

ALI TEHRANI P.E.
621 SHERWOOD DR
Altamonte Springs, Florida 32751
(407)-948-0811
Florida PE #48235

Project Name and Address
LAKE GEM COMMERCE PARK
516 COOPER COMMERCE DR., STE 200
APOPKA, FL 32703

Project	Sheet
Date	5-3-17
Scale	AS SHOWN
L1	

LANDSCAPE PLAN

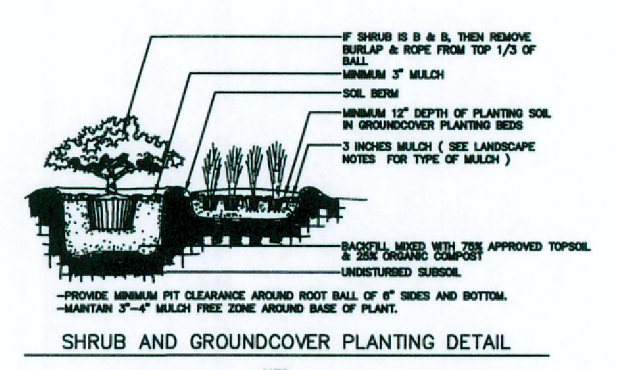
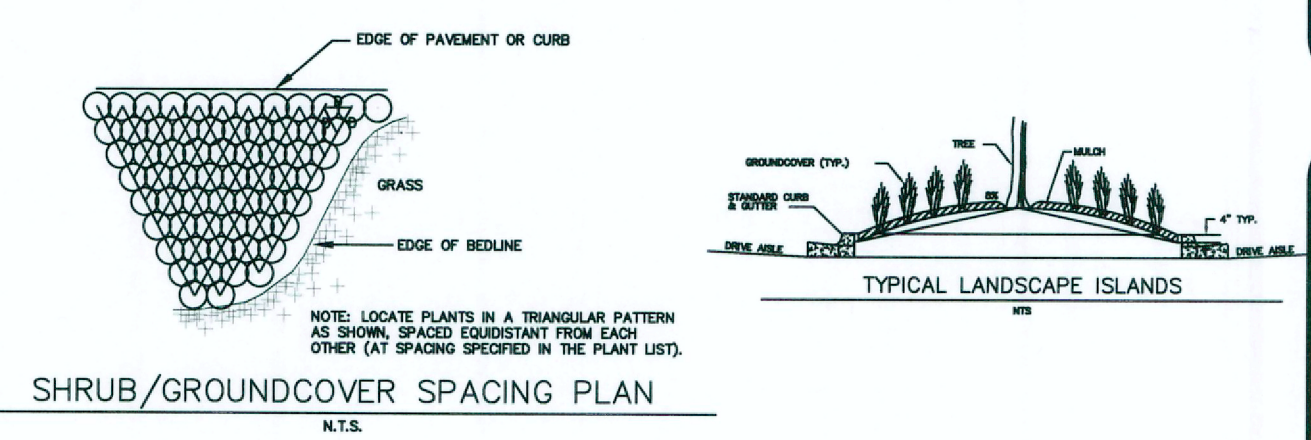
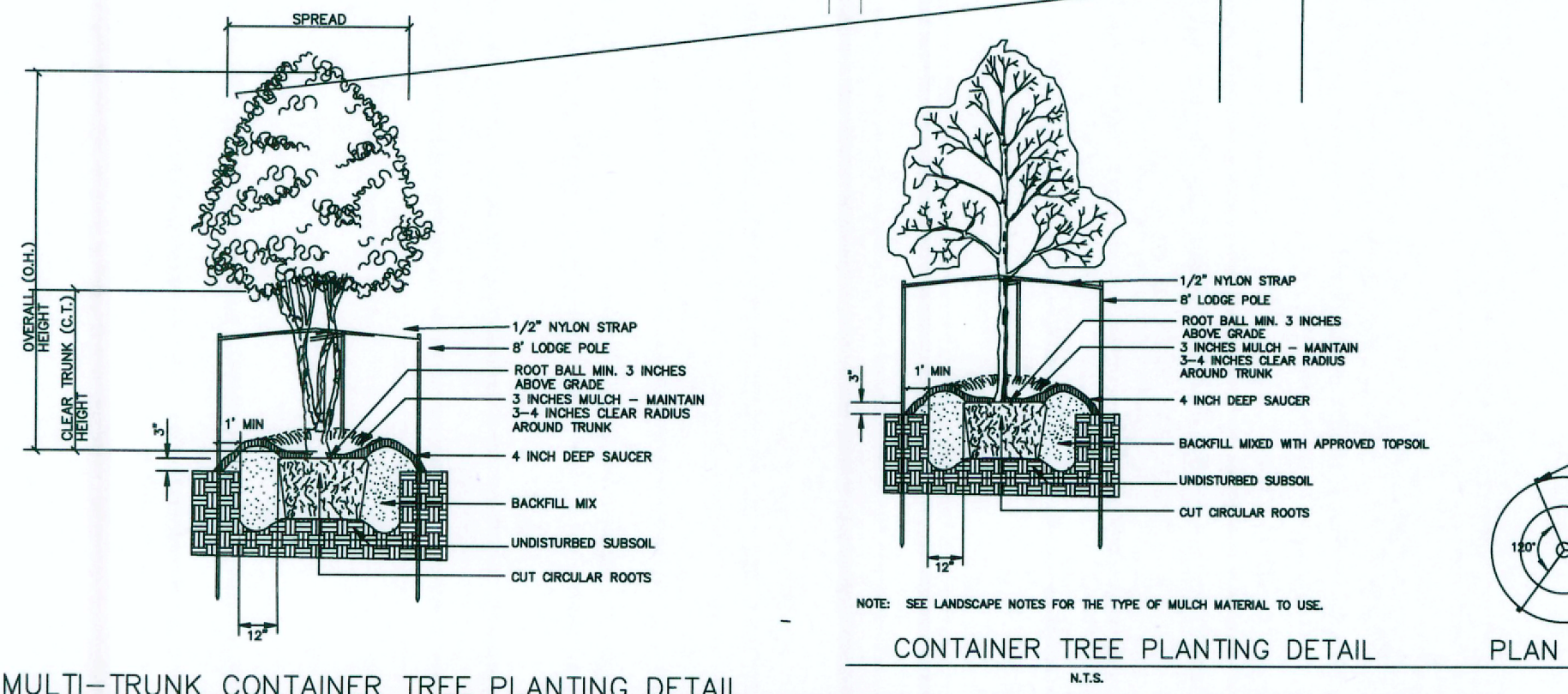
CERTIFIED SHOP DRAWINGS FOR PERMANENT IRRIGATION 1"=60'-0"
SYSTEM TO BE SUBMITTED PRIOR TO INSTALLATION
NOTE: IRRIGATION RISER ARE NOT ALLOWED

- ALL SOD SHALL BE ARGENTINE BAHIA.
- ALL GREEN AREAS OF TREES, PLANTS, AND SOD TO BE IRRIGATED ACCORDINGLY.
- ALL PLANTS TO BE NO. 1 OR BETTER AND MEET ALL CITY OF APOPKA CODES AND ORDINANCES.
- ALL TREES SHALL RECEIVE THE NECESSARY IRRIGATION UNTIL THE ROOT SYSTEMS AND TREE INSERT CAN SUSTAIN ITS OWN GROWTH THROUGH NATURE AND IRRIGATION SYSTEMS.
- ALL PLANTS AND BEDS SHALL RECEIVE MULCH ACCORDINGLY.
- ALL TREES SHALL BE BRACED/STAKED TO WITHSTAND NATURE'S WIND FORCES. TYPE OF BRACE SHALL BE OF A TYPE NOT TO INJURE THE TREES TRUNK.

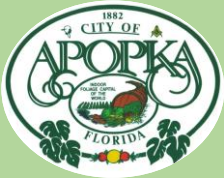
ALL GRASS SHRUBS SHALL BE LOCATED BETWEEN PALM TREES (PAMPAS GRASSES)

LANDSCAPING PLAN FOR EACH LOT WILL BE INCLUDED AS PART OF SITE PLAN FOR THE LOT BEING DEVELOPED TO THE CITY.

ALL DISTURBED SOIL NEEDS TO BE SODDED.



I CERTIFY THAT THE LANDSCAPE & IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE W/ C.O.A. ORDINANCE 2069 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: March 21, 2018
 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: SECOND READING - 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.

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 – MARCH 21, 2018
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
March 21, 2018 – City Council 2nd Reading & Adoption (7:00 pm)

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**, at its meeting on October 10, 2017, 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”.

The **City Council**, at its meeting on November 1, 2017, accepted the First Reading of Ordinance No. 2605 and authorized transmittal to the Florida Department of Economic Opportunity.

Adopt Ordinance No. 2605.

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 21st day of March, 2018.

READ FIRST TIME: November 1, 2017

READ SECOND TIME
AND ADOPTED: March 21, 2018

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, March 9, 2018

**(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:

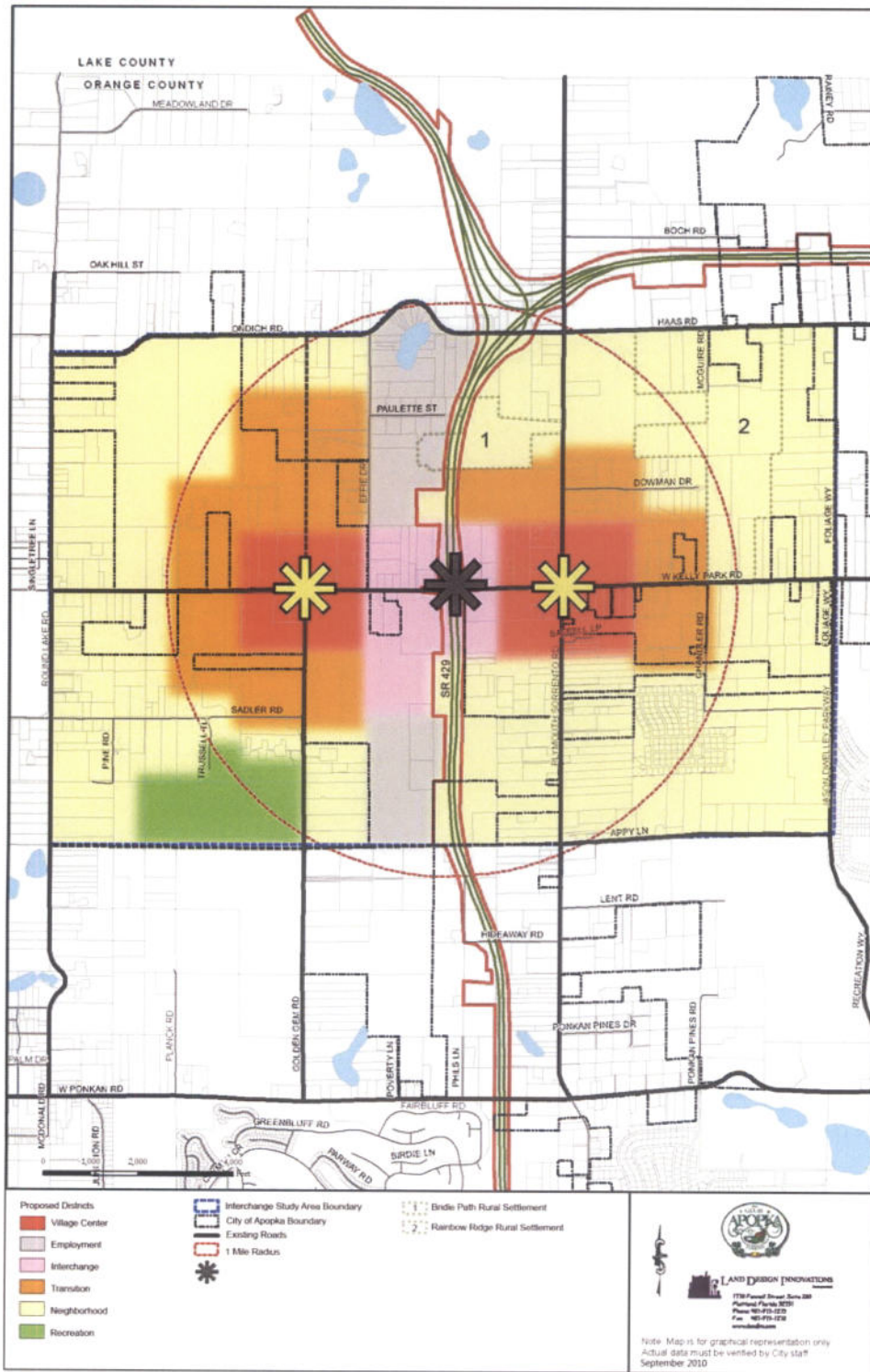
Table 20.10: Wekiva Parkway Interchange Character District Standards

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.**

WEKIVA PARKWAY INTERCHANGE VISION PLAN



Character district boundaries are illustrative only. See Policy 20.5 for additional information.

- 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**.

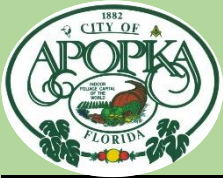
Policy 20.30

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.



CITY OF APOPKA CITY COUNCIL

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

MEETING OF: March 21, 2018
 FROM: Community Development
 EXHIBITS: Land Use Report
 Vicinity Map
 Future Land Use Map
 Zoning Map
 Adjacent Uses
 Ordinance No. 2635

SUBJECT: ORDINANCE NO. 2635 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT – KENNEY HARRY CHARLES MCALISTER

REQUEST: FIRST READING - ORDINANCE NO. 2635 – COMPREHENSIVE PLAN – SMALL SCALE – FUTURE LAND USE AMENDMENT – KENNEY HARRY CHARLES MCALISTER FROM “COUNTY” RURAL (1 DU/10 AC) TO “CITY” COMMERCIAL (MAX. 0.25 FAR); AND HOLD OVER FOR SECOND READING & ADOPTION.

SUMMARY:

OWNER: Kenney Harry Charles McAllister

APPLICANT: Tannath Design, Inc., c/o Brian Potts, P.E.

LOCATION: Northwest corner of the N. Hermit Smith Road and U.S. 441 road intersection

PARCEL ID NUMBER: 01-21-27-0000-00-001

EXISTING USE: Woodlands

CURRENT ZONING: “County” A-1 (ZIP)

PROPOSED DEVELOPMENT: Convenience Market w/ vehicle fuel service (This parcel will be used for landscape buffer area.)

PROPOSED ZONING: “City” PUD (Note: this Future Land Use amendment request is being processed along with a request to change the zoning classification from “County” A-1 (ZIP) to “City” PUD (Planned Unit Development).

TRACT SIZE: 0.04 +/- acres

MAXIMUM ALLOWABLE DEVELOPMENT: EXISTING: Vacant
 PROPOSED: Up to 479 sq. ft. service station

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 subject parcel was annexed into the city on January 17, 2018 by Ordinance Number 2627. Presently, the subject property does not have a “city” future land use designation or “city” zoning classification assigned. The applicant’s intent for the “Commercial” Future Land Use Designation is to incorporate this parcel with the north-adjacent parcel, 1102 Hermit Smith Road. The applicant is applying for “Planned Unit Development” for the two parcels to accommodate a service station.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Commercial Future Land Use designation. Site development cannot exceed the intensity allowed by the Future Land Use policies. Planning & Zoning staff determines that the below policies support a Commercial FLUM designation at the subject site:

Future Land Use Element

1. Policy 3.1.i

Commercial

Primary uses shall be for business, commerce, and convenience shopping which may be neighborhood or community oriented. The maximum floor area ratio shall be .25 gross floor area. Institutional land uses of less than five acres; and public facilities or utilities of less than five acres.

Planned Unit Development uses may include: (Policy 3.1.i)

1. All primary uses
2. All Special Exception uses
3. Multifamily Development of up to fifteen dwelling units per acre, when located within a primary use structure
4. Other uses deemed compatible with and complimentary to the other proposed master planned uses and the surrounding neighborhoods.

SCHOOL CAPACITY REPORT: Because this request represents a change to a non-residential future land use designation and zoning classification, school capacity determination by Orange County Public Schools is not required.

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 February 12, 2018.

PUBLIC HEARING SCHEDULE:

March 13, 2018 - Planning Commission (5:30 pm)

March 21, 2018 - City Council (7:00 pm) - 1st Reading

April 4, 2018 – City Council (1:30 pm) – 2nd Reading and Adoption

DULY ADVERTISED:

March 2, 2018 – Public Notice and Notification (Apopka Chief, Letters, Poster)

March 23, 2018 – Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** recommends approval to transmit a change in Future Land Use from “County” Rural to “City” Commercial for the property owned by Kenney Harry Charles McAllister Trust, subject to the information and findings in the staff report.

The **Planning Commission**, at its meeting on March 13, 2018, found the proposed Future Land Use amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding area; and unanimously recommended approval of the change of Future Land Use Designation from “County” Rural to “City” Commercial, subject to the findings of the Staff Report.

Recommended Motion: Accept the first reading of Ordinance 2635, and hold over for second reading and adoption on April 4, 2018.

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.

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)	“County” Rural	“County” A-1 (ZIP)	Woodlands
East (City)	“County” Rural	“City” A-1 (ZIP)	Woodlands/Grasslands
South (County)	Rural (1 D/U per 10 Acres)	“County” C-3 & R-3	Single-family homes
West (City)	“County” Rural	“County” A-1 (ZIP)	Woodlands

The concept plan shows proposed accesses on S.R. 441 and Hermit Smith Road.

II. LAND USE ANALYSIS

The subject property is located on a site that is ideal for commercial use, which makes the request for a Commercial future land use designation consistent with the Comprehensive Plan policies listed above, as well as the general future land use character of the surrounding area.

Properties to the south and west are developed as existing single-family homes, which properties to the east and north are vacant, but have a future land use designation and zoning classification that permit single-family residential.

The proposed Residential Low Suburban future land use designation is consistent with the general future land use character of the surrounding area.

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 October 26, 2004. The subject property is located within the “Northern Area” of the JPA. The proposed FLUM Amendment request for a change from “County” Rural (0-10 du/ac) to “City” Commercial (Max. 0.25 FAR) is consistent with the terms of the JPA (Second Amendment). Tannath Design, Inc., is the applicant of the proposed future land use amendment and proposed change of zoning for the Property, and has been notified of the hearing schedule.

Transportation: Road access to the site is from West Orange Blossom Trail to the South and Hermit Smith Road to the East.

Wekiva Parkway and Protection Act: The proposed amendment has been evaluated against the adopted Wekiva Study Area Comprehensive Plan policies. 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 karst features in the vicinity of this property.

Analysis of the character of the Property: The current use of the Property is vacant and heavily wooded.

Analysis of the relationship of the amendment to the population projections: The proposed future land use designation for the property is Commercial (max FAR 0.25). Based on the housing element of the City's Comprehensive Plan, this amendment will not increase the City's future population

CALCULATIONS:

ADOPTED: 1 Unit(s) x 2.659 p/h = 3 persons

PROPOSED: N/A, no residential

Housing Needs: This amendment will not negatively impact the housing needs as projected in the Comprehensive Plan.

Habitat for species listed as endangered, threatened or of special concern: A habitat study is required for developments greater than ten (10) acres in size. At the time the Master Site Plan or Preliminary Development Plan is submitted to the City, the development applicant must conduct a species survey and submit a habitat management plan if any threatened or endangered species are identified within the project site.

Transportation: The City of Apopka is a Transportation Concurrency Exception Area. Refer to Chapter 3 of the City of Apopka 2010 Comprehensive Plan.

Sanitary Sewer Analysis

1. Facilities serving the site; current LOS; and LOS standard: None; 81 GPD/Capita ; 81 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: 196 GPD

3. Projected total demand under proposed designation: 72 GPD

4. Capacity available: Yes

5. Projected LOS under existing designation: 81 GPD/Capita

6. Projected LOS under proposed designation: 81 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: None; 177 GPD/Capita ; 177 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: 210 GPD
3. Projected total demand under proposed designation: 96 GPD
4. Capacity available: Yes
5. Projected LOS under existing designation: 177 GPD / Capita
6. Projected LOS under proposed designation: 177 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: 12 lbs/ day
4. Projected LOS under proposed designation: 1 lbs / day
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: 100 year – 24 hour design storm
3. Projected LOS under proposed designation: 100 year – 24 hour design storm
4. Improvement/expansion: On site retention / detention ponds

Recreation

1. Facilities serving the site; LOS standard: City of Apopka Parks System ; 3 acre / 1000 capita
2. Projected facility under existing designation: 0.009 acres
3. Projected facility under proposed designation: N/A acres
4. Improvement/expansions already programmed or needed as a result of the proposed amendment: N/A

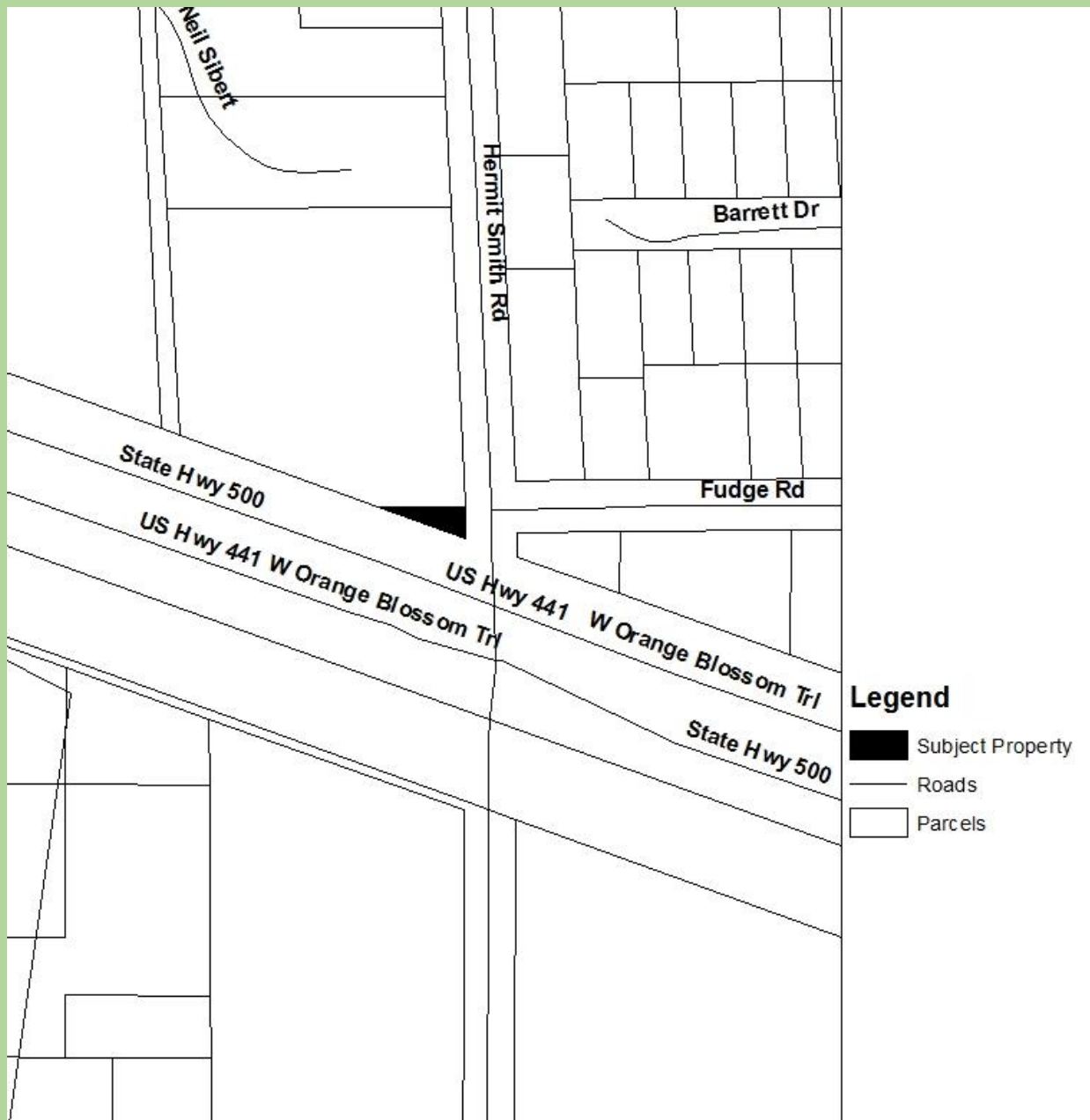
Standards set forth in the City’s Land Development Code will require any development plans to provide parkland and recreation facilities and open space for residents residing with the new development.

This initial review does not preclude conformance with concurrency requirements at the time of development approval.



Kenney Harry Charles McAllister
0.04 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: “County” Rural
To: “City” Commercial
Proposed Change of Zoning:
From: A-1 (ZIP)
To: PUD
Parcel ID #: 01-21-27-0000-00-001

VICINITY MAP



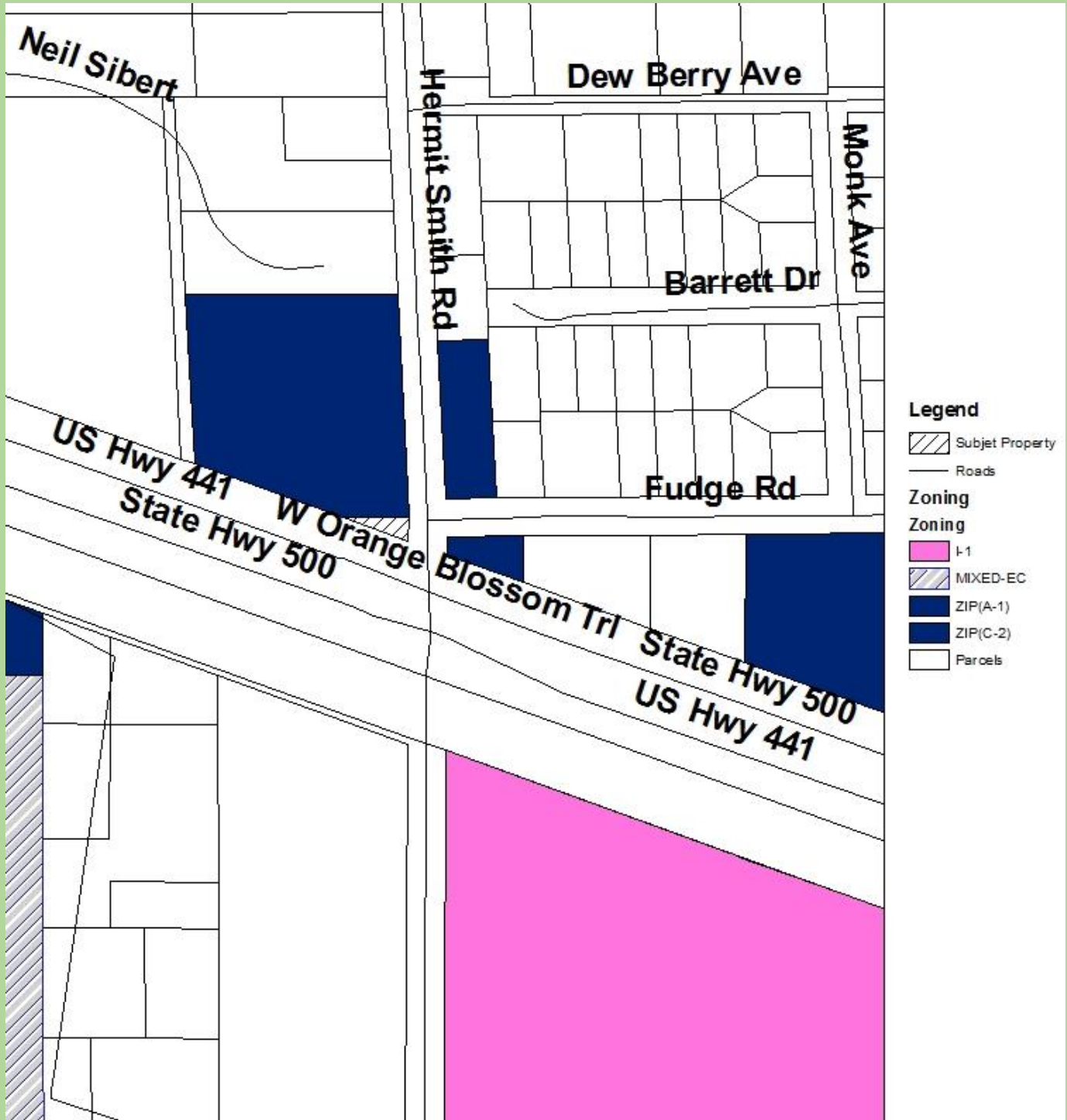


FUTURE LAND USE MAP





ADJACENT ZONING





ADJACENT USES



ORDINANCE NO. 2635

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” RURAL (1 DU\10 AC) TO “CITY” COMMERCIAL (MAX. FAR 0.25) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED WEST OF HERMIT SMITH ROAD AND NORTH OF ORANGE BLOSSOM TRAIL, COMPRISING 0.04 ACRES, MORE OR LESS AND OWNED BY KENNEY HARRY CHARLES MCALLISTER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Apopka adopted the Apopka Comprehensive Plan by Ordinance No. 653 on October 2, 1991, pursuant to Section 163.3184, Florida Statutes and most recently amended it by Ordinance No. 2606 on December 20, 2017; and

WHEREAS, the City of Apopka’s local planning agency (Planning Commission) has, in preparation of the amended version of the Apopka Comprehensive Plan, analyzed the proposed amendment pursuant to Chapter 163, Part II, F.S., found it to be consistent with the intent of the Apopka Comprehensive Plan, and held public hearings providing for full public participation.

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

Section I. Purpose and Intent.

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3184 and 163.3187, Florida Statutes.

Section II. Future Land Use Element.

Page 1-15 (Map 1-3) of the Future Land Use Element of the City of Apopka Comprehensive Plan, as most recently amended by Ordinance No. 2606, is amended in its entirety to change the land use from “County” Rural (1 du\10 ac) to “City” Commercial (Max. FAR 0.25), for certain real property generally located west of Hermit Smith Road and north of U.S. 441, comprising 2.45 acres more or less, and owned by Kenney Harry Charles McAllister; as further described in Exhibit “A” attached hereto.

Section III. Applicability and Effect.

The applicability and effect of the City of Apopka Comprehensive Plan shall be as provided by the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section IV. Severability.

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

ORDINANCE NO. 2635
PAGE 2

Section V. The Community Development Director is hereby authorized to amend the Future Land Use to comply with this ordinance.

Section VI. Effective Date. This Ordinance shall become effective upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Apopka, Florida, this ____ day of _____, 2018.

READ FIRST TIME: March 21, 2018

READ SECOND TIME
AND ADOPTED: April 4, 2018

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED FOR HEARING: March 2, 2018
March 23, 2018

EXHIBIT "A"



ORDINANCE NO. 2635
Kenney Harry Charles McAllister
Small Scale Future Land Use Amendment:
From: "County" Rural (1 du\ 10 ac)
To: "City" Commercial (max 0.25 FAR)
Parcel ID #: 01-21-27-0000-00-001
Acreage: 2.45 +/-





CITY OF APOPKA CITY COUNCIL

CONSENT AGENDA
 PUBLIC HEARING
 SPECIAL REPORTS
 OTHER: Ordinance

MEETING OF: March 21, 2018
FROM: Community Development
EXHIBITS: Zoning Report
Vicinity Map
Zoning Map
Adjacent Uses Map
Ordinance No. 2636

SUBJECT: ORDINANCE NO. 2636 – CHANGE OF ZONING – KENNEY HARRY CHARLES MCALLISTER

REQUEST: FIRST READING – ORDINANCE NO. 2636 – CHANGE OF ZONING – KENNEY HARRY CHARLES MCALLISTER – FROM “COUNTY” A-1 (ZIP) TO “CITY” PLANNED UNIT DEVELOPMENT (PUD/ COMMERCIAL); AND HOLD OVER FOR SECOND READING AND ADOPTION.

SUMMARY:

OWNER: Kenney Harry Charles McAllister
APPLICANT: Tannath Design, Inc., c/o Bryan Potts, P.E.
LOCATION: Northwest corner of N. Hermit Smith Rd and U.S. 441 road intersection
PARCEL ID NUMBER: 01-21-27-0000-00-001
EXISTING USE: Vacant-Woodlands
CURRENT ZONING: “County” A-1
DEVELOPMENT POTENTIAL: Maximum 482 sq. ft. commercial use (Max. 0.25 floor area ratio)
PROPOSED ZONING: “City” PUD (Planned Unit Development) (Note: this Change of Zoning request is being processed along with a request to amend the Future Land Use from “County” Rural (0-10 du/ac) to Commercial (Max. 0.25 FAR) and an application for annexation.
TRACT SIZE: 0.04 +/- acres
MAXIMUM ALLOWABLE DEVELOPMENT UNDER ZONING DISTRICT: EXISTING: Vacant
PROPOSED: Up to 479 sq. ft.

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: Presently, the subject property has not yet been assigned a “City” zoning category. The applicant is requesting the City to assign a zoning classification of PUD (Planned Unit Development) to the property, which will be incorporated with the PUD in the north adjacent parcel. The subject parcel was annexed into the city on January 17, 2018 by Ordinance Number 2627.

A request to assign a change of zoning to PUD is compatible to the adjacent zoning classifications and with the general character of abutting properties and surrounding area. The change of zoning request is being processed in conjunction with a future land use amendment from “County” Rural to “City” Commercial.

COMPREHENSIVE PLAN COMPLIANCE: The existing and proposed use of the property is consistent with the proposed Commercial (Max. 25% Floor Area Ratio) Future Land Use designation and the City’s proposed Planned Unit Development Zoning classification. Site development cannot exceed the intensity allowed by the Future Land Use policies.

PUD CONDITIONS OF APPROVAL:

1. This Planned Unit Development will be incorporated to the final development plan for adjacent PUD, located at 1102 Hermit Smith Rd, through a parcel consolidation.
2. The use for this property shall be used only for open space and landscape buffering for the north adjacent development at 1102 Hermit Smith Road (Parcel No. 36-20-27-0000-00-024)

SCHOOL CAPACITY REPORT: As the proposed use of the site is for landscaping and open space for a commercial use, no impact will occur to school enrollment for public schools.

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 February 12, 2018.

PUBLIC HEARING SCHEDULE:

Planning Commission, March 13, 2018 (5:30 pm)
City Council, March 21, 2018 (7:00 pm) - 1st Reading
City Council, April 4, 2018 (1:30 pm) - 2nd Reading

DULY ADVERTISED:

February 23, 2018 -- Public Notice and Notification- (Apopka Chief, letter, posting)
March 23, 2018 – Public Notice (Apopka Chief)

RECOMMENDATION ACTION:

The **Development Review Committee** finds the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, recommending approval of the proposed Change of Zoning from “County” A-1 to “City” PUD for the property owned by Kenney Harry Charles McAllister, and located at 3591 W. Orange Blossom Trail.

The **Planning Commission**, at its meeting on March 13, 2018, found the proposed amendment consistent with the Comprehensive Plan and compatible with the character of the surrounding areas, and recommended approval of the proposed Change of Zoning from “County” A-1 to “City” PUD for the property owned by Kenney Harry Charles McAllister, and located at 3591 W. Orange Blossom Trail.

Recommended Motion: Accept the first reading of Ordinance 2635, and hold over for second reading and adoption on April 4, 2018.

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 (City)	“County” Rural	“City” A-1 (ZIP)	Woodlands\Proposed RaceTrac
East (City)	“County” Rural	A-1 (ZIP)	Woodlands/Grasslands
South (County)	Rural (1 D/U per 10 Acres)	“County” C-3 & R-3	Single-Family Homes
West (City)	“County” Rural	“County” A-1 (ZIP)	Woodlands

LAND USE & TRAFFIC

COMPATIBILITY:

The concept plan for the PUD proposes accesses on West Orange Blossom Trail and Hermit Smith Road.

COMPREHENSIVE PLAN

COMPLIANCE:

The proposed PUD zoning is consistent with the proposed Future Land Use designation, “Commercial” (Max. 25% FAR) and with the character of the surrounding area and future proposed development. Development Plans shall not exceed the density allowed in the adopted Future Land Use designation.

BUFFERYARD

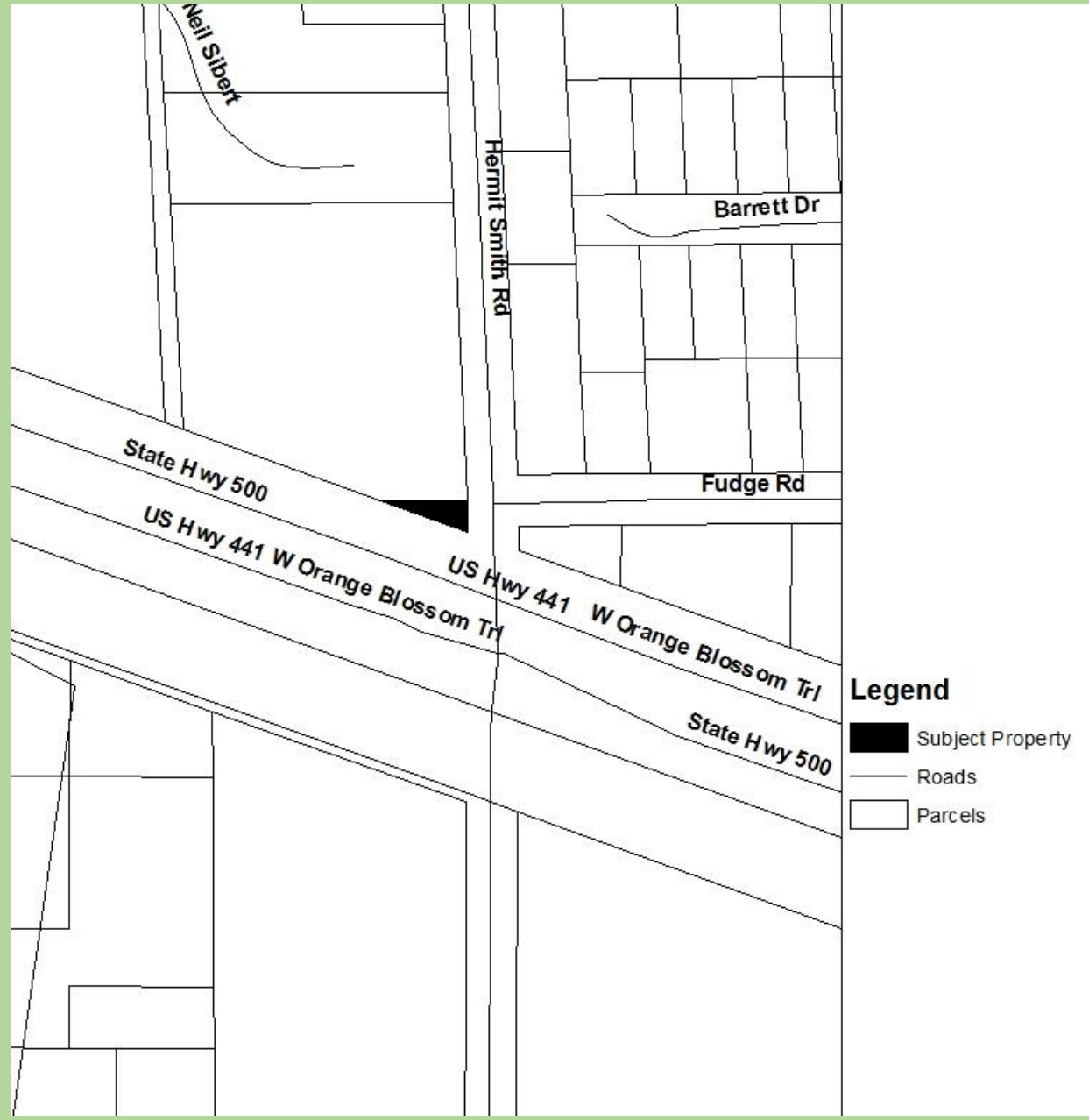
REQUIREMENTS:

1. Areas adjacent to all road rights-of-way shall provide a minimum ten-foot landscaped bufferyard.
2. Areas adjacent to agricultural and residential uses or districts shall provide a minimum six-foot-high masonry wall within a ten-foot landscaped bufferyard.
3. Areas adjacent to nonresidential uses or districts shall provide a minimum of five-foot landscaped bufferyard.
4. Landscaping requirements for existing platted lots of record and structures may be approved in a lesser amount than required after review by the development review committee.



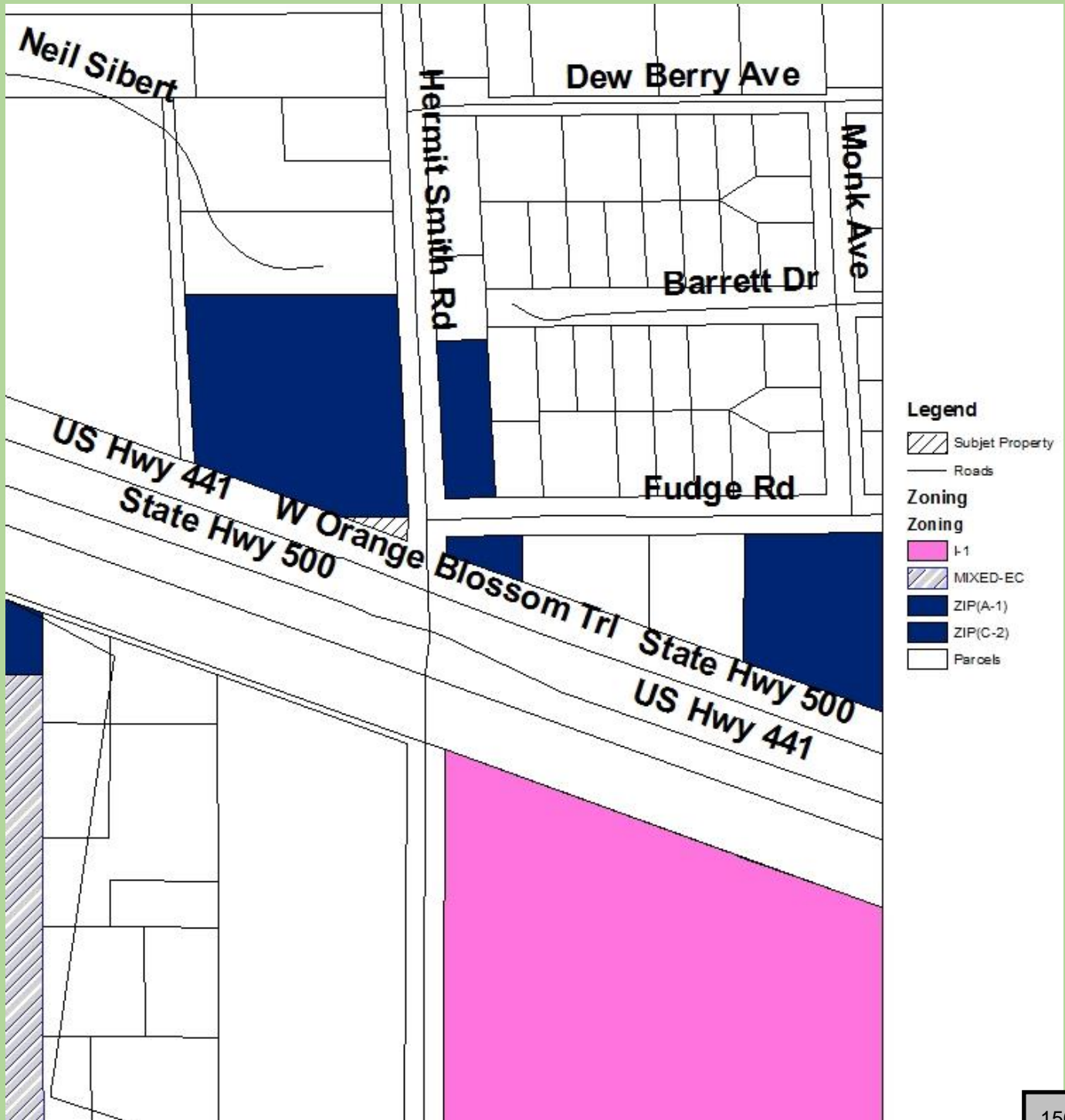
Kenney Harry Charles McAllister
0.04 +/- acres
Proposed Small Scale Future Land Use Amendment:
From: “County” Rural
To: “City” Commercial
Proposed Change of Zoning:
From: A-1 (ZIP)
To: PUD
Parcel ID #: 01-21-27-0000-00-001

VICINITY MAP





ADJACENT ZONING MAP





ADJACENT USES MAP



ORDINANCE NO. 2636

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM “COUNTY” A-1 TO “CITY” PLANNED UNIT DEVELOPMENT (PUD/COMMERCIAL) FOR CERTAIN REAL PROPERTY LOCATED AT 3591 W ORANGE BLOSSOM TRAIL, COMPRISING 0.04 ACRES MORE OR LESS, AND OWNED BY KENNEY HARRY CHARLES MCALLISTER; 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/Commercial) 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 Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be:
 - 1. This Planned Unit Development will be incorporated to the final development plan for the adjacent property, located at 1102 Hermit Smith Road;
 - 2. At the time of the Final Development Plan application for the abutting property at 1102 Hermit Smith Road, the subject parcel and the abutting parcel under the same ownership shall be assembled through a parcel consolidation so the two parcels become one parcel.
 - 3. The use for this property shall be used only for open space and landscape buffering for the for the abutting property (Parcel No. 36-20-27-0000-00-024) that is subject to Ordinance Number 2620 (adopted February 7, 2018);
- B. The requisite Master Plan shall be submitted with or as part of the Final Development Plan application for the abutting property subject to Ordinance Number 2620;
- 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 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;

ORDINANCE NO. 2636

PAGE 2

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

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/Commercial), as defined in the Apopka Land Development Code.

Legal Description:

NE ¼ OF NW ¼ N OF HIWAY (LESS E FT FOR RD & LESS ST RD) IN SEC 01-21-27
Parcel I.D.: 01-21-27-0000-00-001
Contains: 0.04 +/- 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 adoption of Ordinance No. 2635.

READ FIRST TIME: March 21, 2018

READ SECOND TIME
AND ADOPTED: April 4, 2018

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk



Kenney Harry Charles McAllister

0.04 +/- acres

Proposed Small Scale Future Land Use Amendment:

From: "County" Rural

To: "City" Commercial

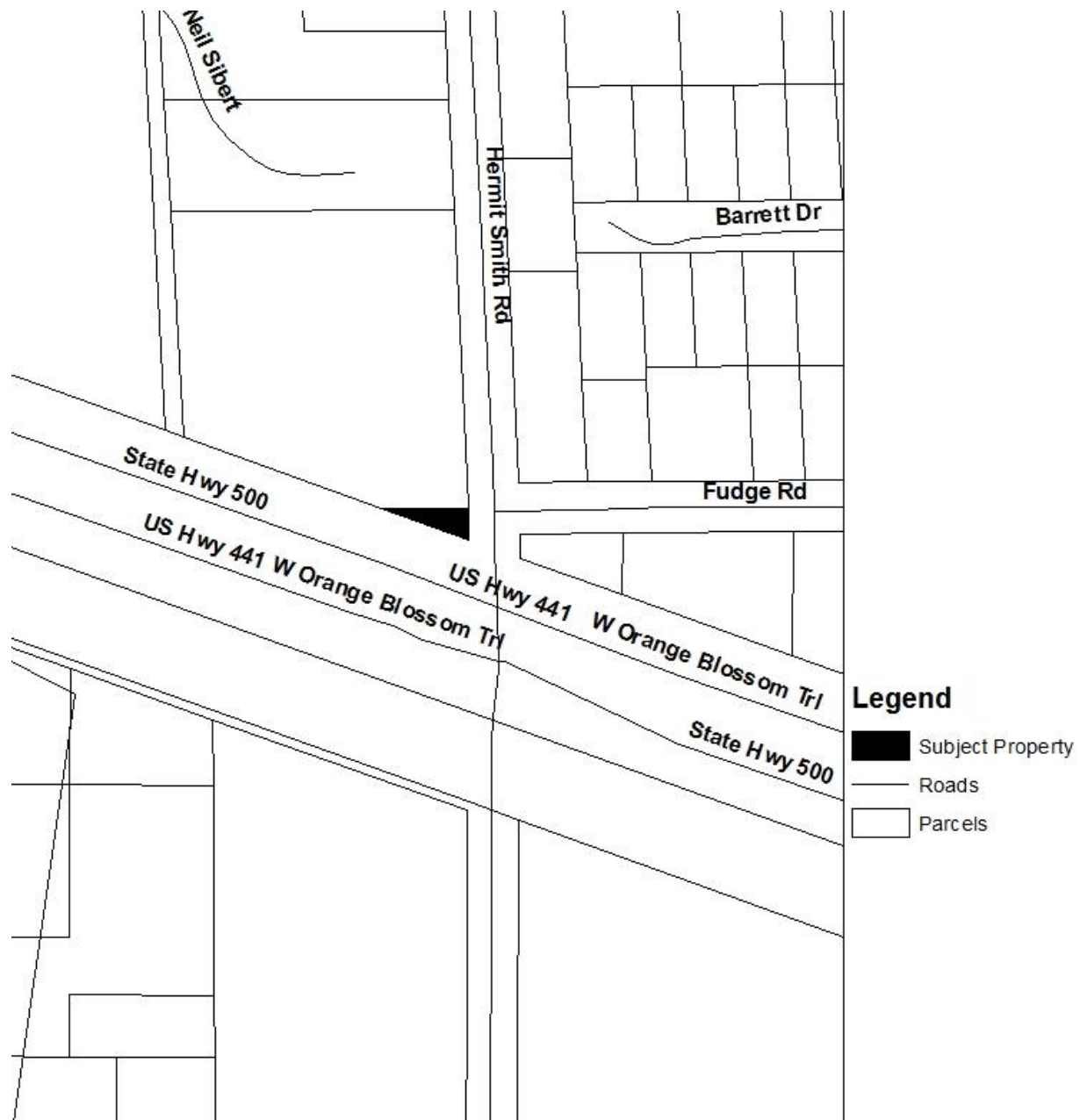
Proposed Change of Zoning:

From: A-1 (ZIP)

To: PUD

Parcel ID #: 01-21-27-0000-00-001

VICINITY MAP





**CITY OF APOPKA
CITY COUNCIL**

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

- MEETING OF: March 21, 2018
- FROM: Community Development
- EXHIBITS: Zoning Report
Vicinity Map
Adjacent Zoning Map
Adjacent Uses Map
Existing Use Map
Ordinance No. 2637
Ex. A – Phase 1 Master Plan
Ex. B – Phase 1 Development Standards
Ex. C – Phase 1 Landscape/Rec. Plan
Ex. D – Phase 2 Master Plan
Ex. E – Phase 2 Development Standards
Ex. F – Phase 2 Landscape Plan

SUBJECT: ORDINANCE NO. 2637 - CHANGE OF ZONING – LAKE MARSHALL SUBDIVISION, PHASES 1 AND 2

REQUEST: FIRST READING OF ORDINANCE NO. 2637 – CHANGE OF ZONING – LAKE MARSHALL SUBDIVISION, PHASES 1 AND 2, FROM PLANNED UNIT DEVELOPMENT, MIXED-EC, AND I-1 TO PLANNED UNIT DEVELOPMENT (NEW MASTER PLAN); AND HOLD OVER FOR SECOND READING AND ADOPTION. (PARCEL ID #S: 28-21-08-0000-00-005; 28-21-08-0000-00-043; 28-21-17-0000-00-014)

SUMMARY:

OWNERS: City of Apopka, James D & Deborah M. Lyda, and Citizens Bank of Florida

APPLICANT: Appian Engineering, LLC

LOCATION: South of Marshall Lake and West of SR 451

EXISTING USE: Vacant

FLUM DESIGNATION: Low Density Residential, Mixed-Use

CURRENT ZONING: PUD (Planned Unit Development), Mixed-EC (Mixed Employment Center), and I-1 (Restricted Industrial)

PROPOSED DEVELOPMENT: 301 single family homes; developed in two phases

PROPOSED ZONING: Planned Unit Development (PUD)

TRACT SIZE: 154.18 +/- acres

FUNDING SOURCE: N/A

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

SUMMARY: The subject property is approximately 154.17 acres in size and is zoned PUD (Planned Unit Development), Mixed-EC (Mixed Employment Center) and I-1 (Restricted Industrial), and has a future land use designation of Low Density Residential and Mixed-Use. The subject property is comprised of three parcels and is located south of Marshall Lake and west of SR 451. The owners of the properties are the City of Apopka, James D. and Deborah M. Lyda, and Citizens Bank of Florida. Of the 154.17 acres, the City of Apopka owns 103 acres, Citizens Bank of Florida owns 39.9 acres, and Mr. and Mrs. Lyda own 11.28 acres. The proposed change of zoning to PUD is being requested by a representative of the prospective developer, Royal Oak Homes who proposes to construct 301 single-family units in two phases on the three parcels.

On November 15, 2006, the City Council approved development of 102 single-family units on 83.28 acres of the property now owned by the City. This development received City Commission approval and subsequently was never developed. In 2007, the City of Apopka purchased the property. In 2017 after an advertised bid process, Royal Oak Homes agreed to purchase the property from the City contingent upon City Commission approval of a PUD rezoning and Preliminary Development Plan for the proposed development.

PROJECT DESCRIPTION: The PUD Master Plan and Preliminary Development Plan propose development of the property in two phases as a private, gated residential community with a total of 301 single-family homes. The subject property is located south of Marshall Lake and west of SR 451. The surrounding properties consist primarily of single-family residential, and agricultural uses. The development is proposed to be accessed via Johns Road. Adjacent to the west of the subject property is the Breckenridge subdivision. A gated access for emergency vehicle access will be provided between the two subdivisions. This access point will only be for emergency vehicles. In response to the Breckenridge homeowners association, pedestrian access will not be permitted between the two subdivisions.

A. Lot Size.

Typical Lot Width	Number of units	Percentage of development	Typical lot area (minimum size)
55-foot	119	39%	7,425 square feet
60-foot	149	50%	8,100 square feet
75-foot	33	11%	10,875 square feet
Total	301	100%	

The developer is proposing 55-foot, 60-foot and 75-foot wide lots with a minimum average lot area of 7,425 square feet for the 55-foot wide lots, 8,100 square feet for the 60-foot wide lots, and 10,875 square feet for the 75-foot wide lots. The minimum lot depth is proposed at 135-feet. The minimum living area is proposed at 1,800 square feet in Phase 1 and 1,600 square feet in Phase 2. Both phases of the subdivision will be accessed via Johns Road. Johns Road will terminate at the main entrance of the development, which will be accessed via a gate. The developer will be dedicating a 0.27 acre portion of right-of-way along Johns Road to the City. The subdivision will consist of private roads and infrastructure that is owned and maintained by the homeowners association.

B. Deviations. The applicant is requesting four deviations to the City’s required development standards. For a PUD master plan, a deviation from the City’s Land Development Code does not represent a variance but a development standard or zoning condition unique to and approved as part of the Planned Unit Development zoning. PUD’s are required to satisfy the requirements of the land Development C

unless the City Council finds that, based on substantial evidence, a proposed alternative development guideline is adequate to protect to the public health safety, and welfare. Any deviations must be consistent with the policies of the Comprehensive Plan.

1. Typical Lot Width Standard. The first deviation is to Land Development Code Section 2.02.18.D.11, which requires a minimum lot size within a PUD to be 70-feet in width, and to have a minimum site area of 7,500 square feet. In addition to 75-foot wide lots, the developer is proposing 60-foot and 55-foot wide lots with minimum lots sizes of 8,100 square feet and 7,425 square feet respectively.
 2. Garage Standards. The second deviation requested is from Section 3.2.1 of the Development Design Guidelines which requires front-entry garages to be setback a minimum of thirty (30) feet from the front property line. The Master Plan provides a 25-foot setback for front entry garages. Based on the shape of the property and the lot yield that the applicant has indicated is necessary for financial feasibility, a 25-foot garage setback will potentially result in a larger back yard.
 3. Architectural Design. The third deviation requested is from Section 3.2.1 of the Development Design Guidelines, an architectural appearance standard, which requires front entry garages to be flush with or behind the primary residential façade. The applicant is proposing protruding garages in addition to side-entry, flush, and recessed garages. The applicant contends that providing the protruding garage options in addition to side-entry, flush, and recessed garages will help to break up the monotony of each home being offset the same distance from the sidewalk.
 4. Architectural Design. The fourth deviation requested is from Section 3.2.1 of the Development Design Guidelines, which requires front entry garages to comprise no more than 50 percent of the length of a residential structure's frontage. The applicant is requesting to permit all 60-foot wide lots with 50-foot wide homes to allow for the garage to cover a maximum of 60 percent of the length of the front primary façade only in the case a three (3) car garage is selected by the homebuyer. The Development Design Guidelines allow a three car front-entry garage to comprise more than 50 percent of the front façade length if one (1) habitable floor is located over the majority of the garage, or (2) an architectural feature such as dormers that give an appearance of an occupied floor above the garage are provided. The prospective homebuilder is currently finalizing the architectural package for the development, and is not certain whether the homes with three (3) car garages will have a habitable floor over the majority of the garage or an architectural feature that gives the appearance of habitable space such as a dormer will be provided.
- C. Justification for Deviations\Development Standard. The following justifications are provided for the four deviations that are proposed.
1. An improved recreation amenities package is proposed. The recreation package will consist of a cabana with restrooms, a swimming pool, a playground, and a mixed-use active field at a minimum. In addition the developer is dedicating a tract in Phase 1 adjacent to Marshall Lake as a Community Lake Park that will have a community dock, and a 1.03 acre open space tract across the street from this park. In the Phase 2 area, two tracts will be dedicated as a park/open space area, and a 15.12 acre Conservation area will also be dedicated.

2. Protection of Environmentally Sensitive Areas and Preservation of Open Space. The PUD master plan protects wetlands within the northwest and northeast corners of the project boundaries, containing approximately 19 acres within Tracts “K” and “L” of Phase I. Open space is preserved through approximately 15 acres within Tract “I” of Phase 2.
3. Abutting Site Characteristics. Fifty-foot landscape buffer. An existing 50-foot landscape buffer occurs along the western and northern project line within the Breckenridge plat. This buffer is noted as a tract on the Breckenridge plat. The Lake Marshall development will not be visible from the homes within Breckenridge and separation between the larger lots in Breckenridge and the smaller lots within Lake Marshall PUD will be provided. S.R. 451 (tollway) abuts a significant portion of the eastern project line, making the area less attractive for large lot residential development.
4. The Master Plan proposes a diversity of lot sizes-- (55-feet, 60-feet, and 75-feet lot widths).
5. Access to the site is limited because of lake and wetland systems to the north and an odd shape parcel to the south. The southern end of the property is also blocked by a wetland system. Therefore, access to the property is severely limited, leaving Johns Road as the only reasonable access point without impacting environmentally sensitive areas.
6. The Master Plan proposes a gated residential community with private roads and infrastructure.

TRANSPORTATION: The traffic generated by this project will cause a reduced level of service at the intersection of Johns Road and Bradshaw Road and the intersection of Bradshaw Road and Ocoee Apopka Road. The intersection of Johns Road and Bradshaw Road will require the following roadway improvements to be constructed prior to the issuance of the 87th Certificate of Occupancy for Phase 1, Phase 2, or a combination of Phase 1 and Phase 2:

1. A 260- foot northbound left turn lane;
2. A 185-foot southbound right turn lane; and
3. A 150-foot eastbound turn lane.

The intersection of Bradshaw Road and Ocoee Apopka Road is projected to experience significant delays at the stop sign with the addition project traffic and committed traffic on both roadways. While existing conditions do not warrant a signal, the intersection may meet warrants in the future. It is recommended the Developer be required to conduct a signal warrant analysis for the intersection of Bradshaw Road and Ocoee Apopka Road prior to the issuance of the 251st Certificate of Occupancy. If it is determined a signal is warranted, then a proportionate share value shall be coordinated between the City and the Developer to design and install a traffic signal at the intersection within a year of the issuance of the final Certificate of Occupancy.

PUD RECOMMENDATIONS: 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 Plan provisions subject to the following zoning provisions:

- A. The uses permitted within the PUD district shall be single-family residential uses.
- B. Terms of Expiration for this PUD shall be as follows:

If a Final Development Plan associated with the PUD district has not been approved by the City within three years, and site development has not commenced within four years after approval of these Master Plan provisions, the approval of the Master 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 Plan provisions and any conditions of approval; or
3. Rezone the property to a more appropriate zoning classification.

COMPREHENSIVE PLAN COMPLIANCE: The proposed use of the property is consistent with the Low Density Residential and Mixed-Use Future Land Use designations and is consistent with the Land Development Code.

SCHOOL CAPACITY REPORT: An application for School capacity determination and a mitigation agreement has been submitted to OCPS by the application. A plat will not be recorded by the City until such time the School Board approves a school capacity mitigation agreement.

ORANGE COUNTY NOTIFICATION: Pursuant to Section 7 of the Joint Planning Area agreement, notification to Orange County is not required for a rezoning application as the subject parcels are not adjacent to unincorporated Orange County.

PUBLIC HEARING SCHEDULE:

February 13, 2018 - Planning Commission (5:30 pm)
March 21, 2018 - City Council (7:00 pm) - 1st Reading
April 4, 2018 – City Council (1:30 pm) - 2nd Reading

DULY ADVERTISED:

February 2, 2018 – Public Notice; Letter, Poster
February 23, 2018 – Public Notice (Apopka Chief)
March 23, 2018 – Public Notice (Apopka Chief)

RECOMMENDED ACTION:

The **Development Review Committee** finds the proposed rezoning to Planned Unit Development (PUD), PUD Master Plan, and the Preliminary Development Plan consistent with the Comprehensive Plan and Land Development Code and recommends approval of the Lake Marshall Subdivision Planned Unit Development Master Plan and Preliminary Development Plan.

The **Planning Commission**, at its meeting held on February 13, 2018, found the proposed rezoning consistent with the Comprehensive Plan and Land Development Code; and recommended approval (4-2) of the rezoning of the subject parcels from Planned Unit Development (PUD), Mixed-EC (Mixed Employment Center) and I-1 (Restricted Industrial) to Planned Unit Development/Residential (PUD); and approval of the PUD Master Plan\ Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits.

Recommended Motion: Accept the First Reading of Ordinance 2637 and Hold it Over for Second Reading and Adoption on April 4, 2018; and approval of the PUD Master Plan\ Preliminary Development Plan based on the findings and facts presented in the staff report and exhibits.

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 (City)	Low Density Residential (0-5 du/ac)	R-3	Marshall Lake, Lake Doe Estates subdivision
East (City)	Industrial, None assigned (SR 451 right-of-way)	I-1, no zoning assigned	Existing agricultural use (John’s Nursery), SR 451 right-of-way
South (City)	Low Density Residential (0-5 du/ac), Commercial (max 0.25 FAR)	R-1A, C-1	Vacant property, SR 451 retention pond
West (City)	Low Density Residential (0-5 du/ac)	R-1A, R-2, PUD	Breckenridge residential subdivision buffer tract, vacant property

LAND USE &

TRAFFIC COMPATIBILITY:

The property is accessed via Johns Road, which connects to South Bradshaw Road. Internal streets are private and are proposed to be owned and maintained by a yet to be established homeowners association. Future land use designations and zoning categories assigned to properties to the north, south, east, and west are predominantly residential.

**COMPREHENSIVE
 PLAN COMPLIANCE:**

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

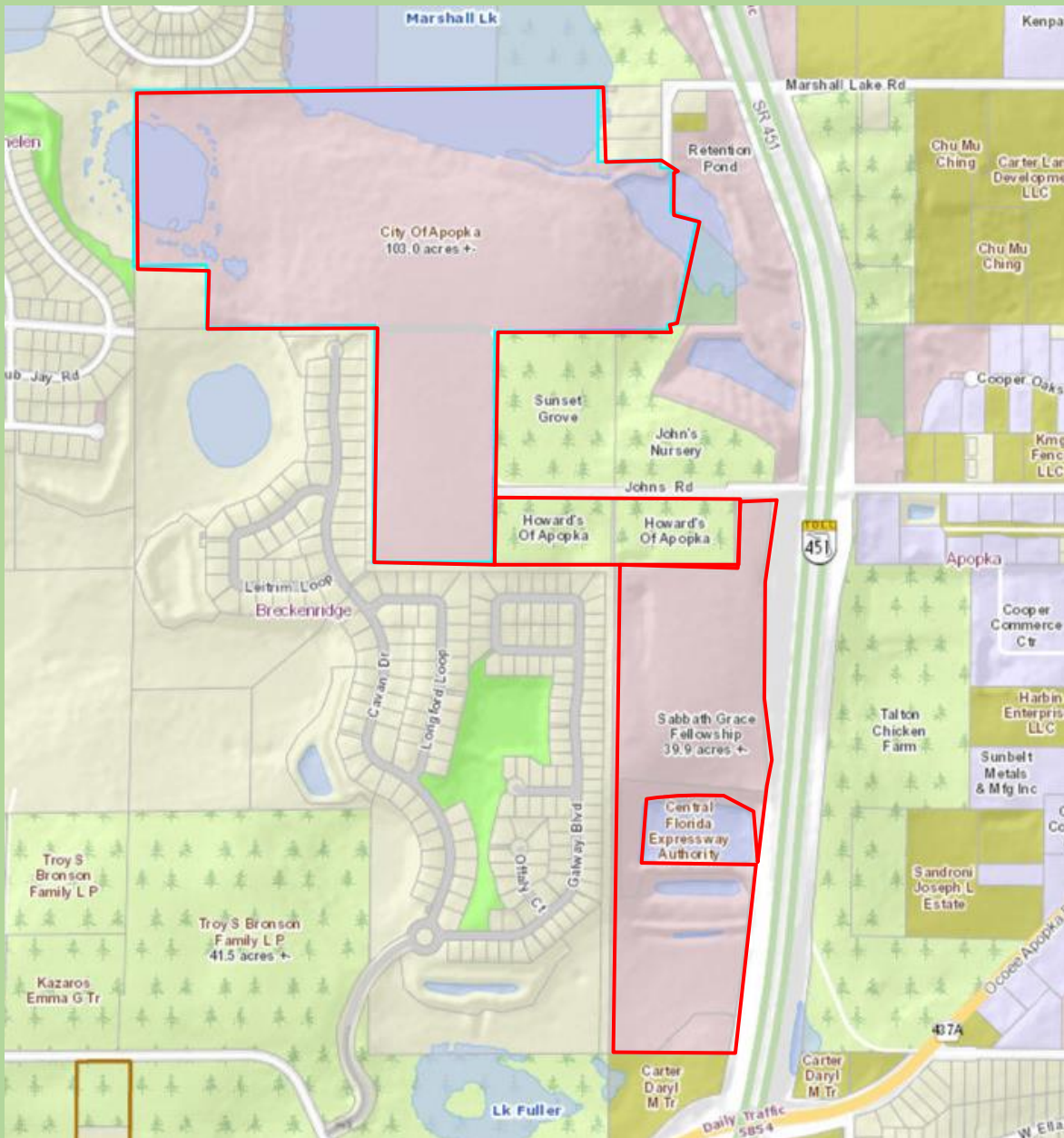
**ALLOWABLE
 USES:**

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

Project: LAKE MARSHALL SUBDIVISION, PHASES 1 & 2
Owned by: City of Apopka; James D. & Deborah Lyda; and Citizens Bank of Florida
Located: North and south of Johns Road; west of SR 451
Parcel ID#s: 08-21-28-0000-00-005; 08-21-28-0000-00-043; 17-21-28-0000-00-014

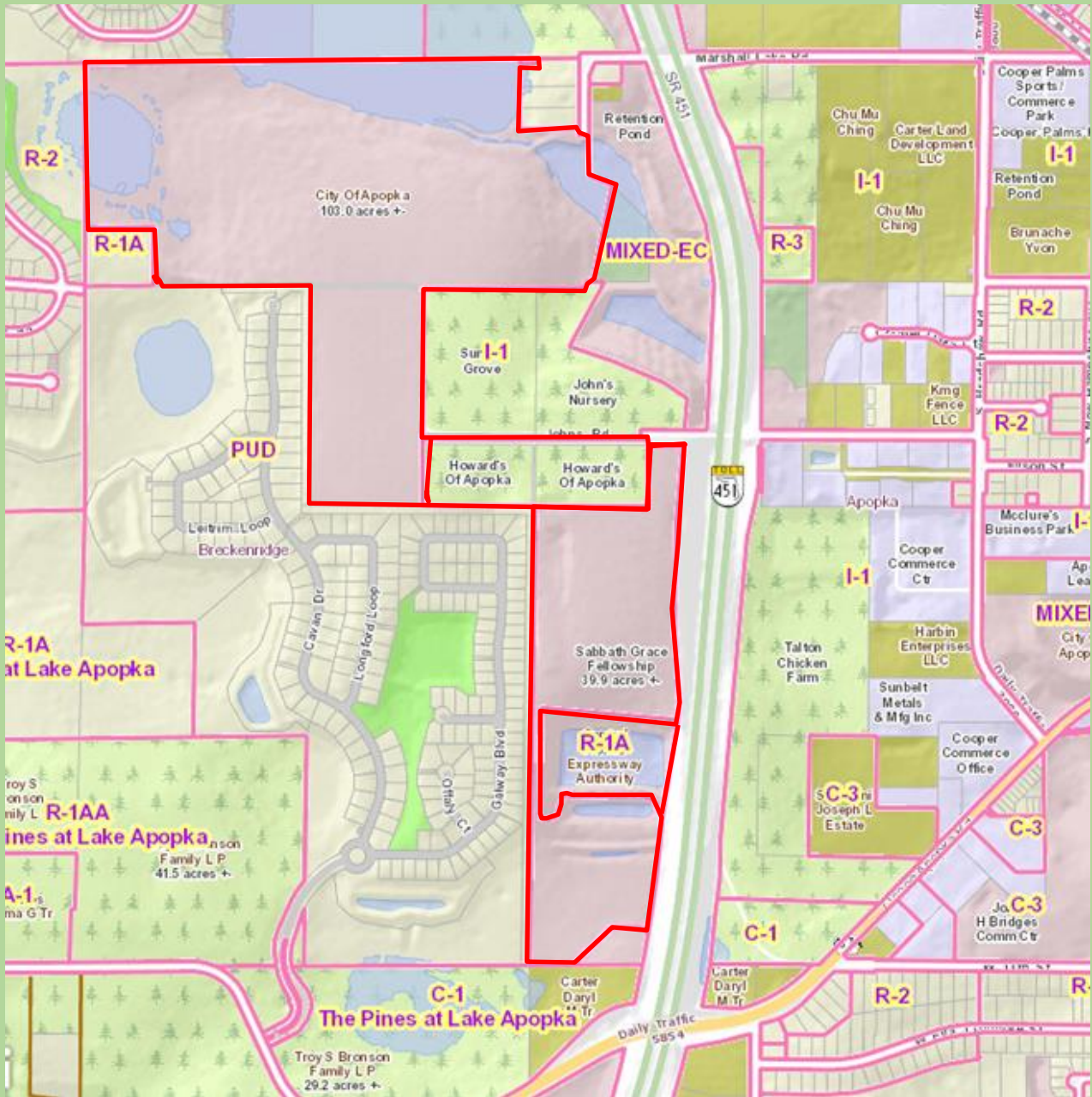


VICINITY MAP

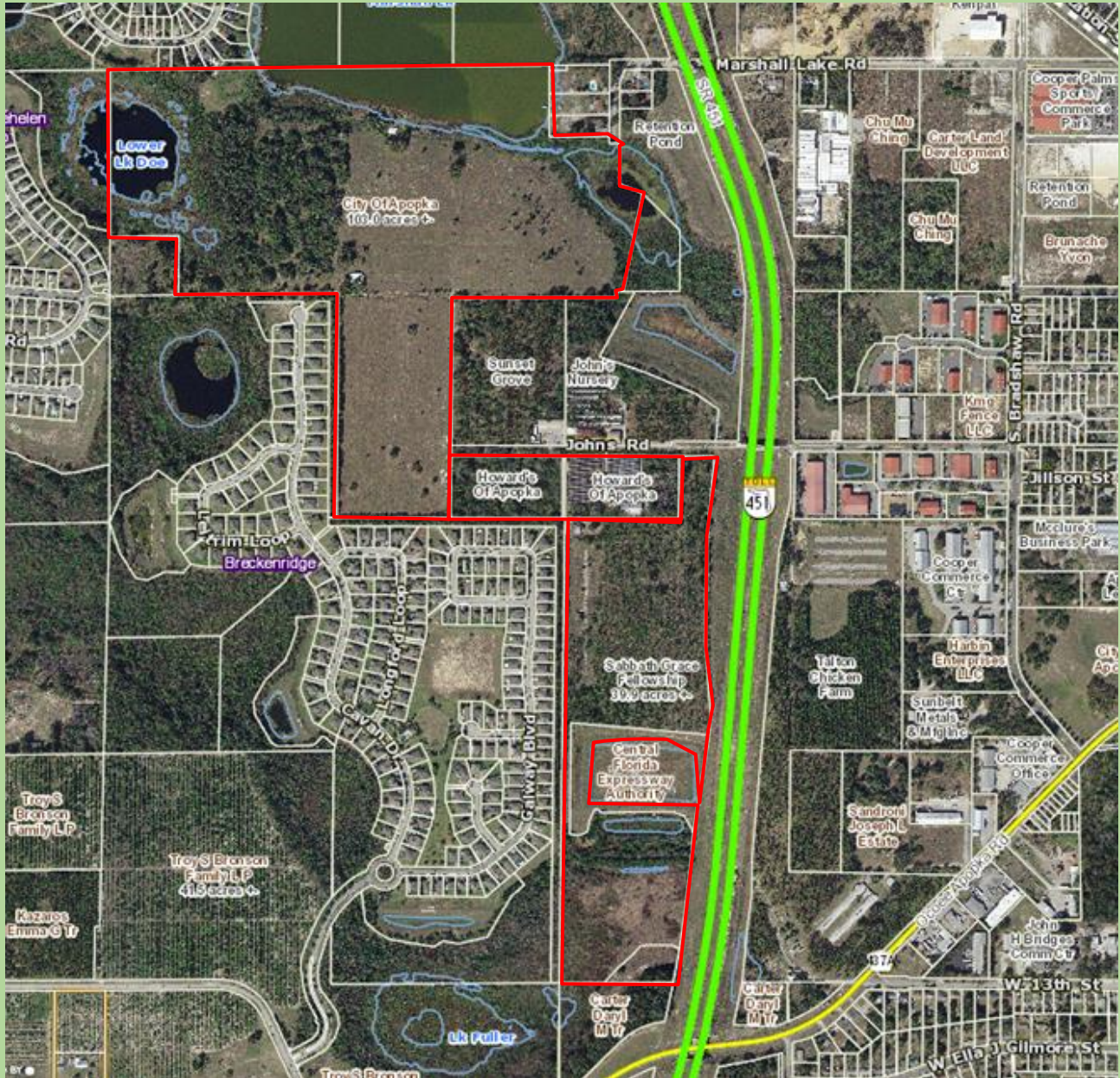




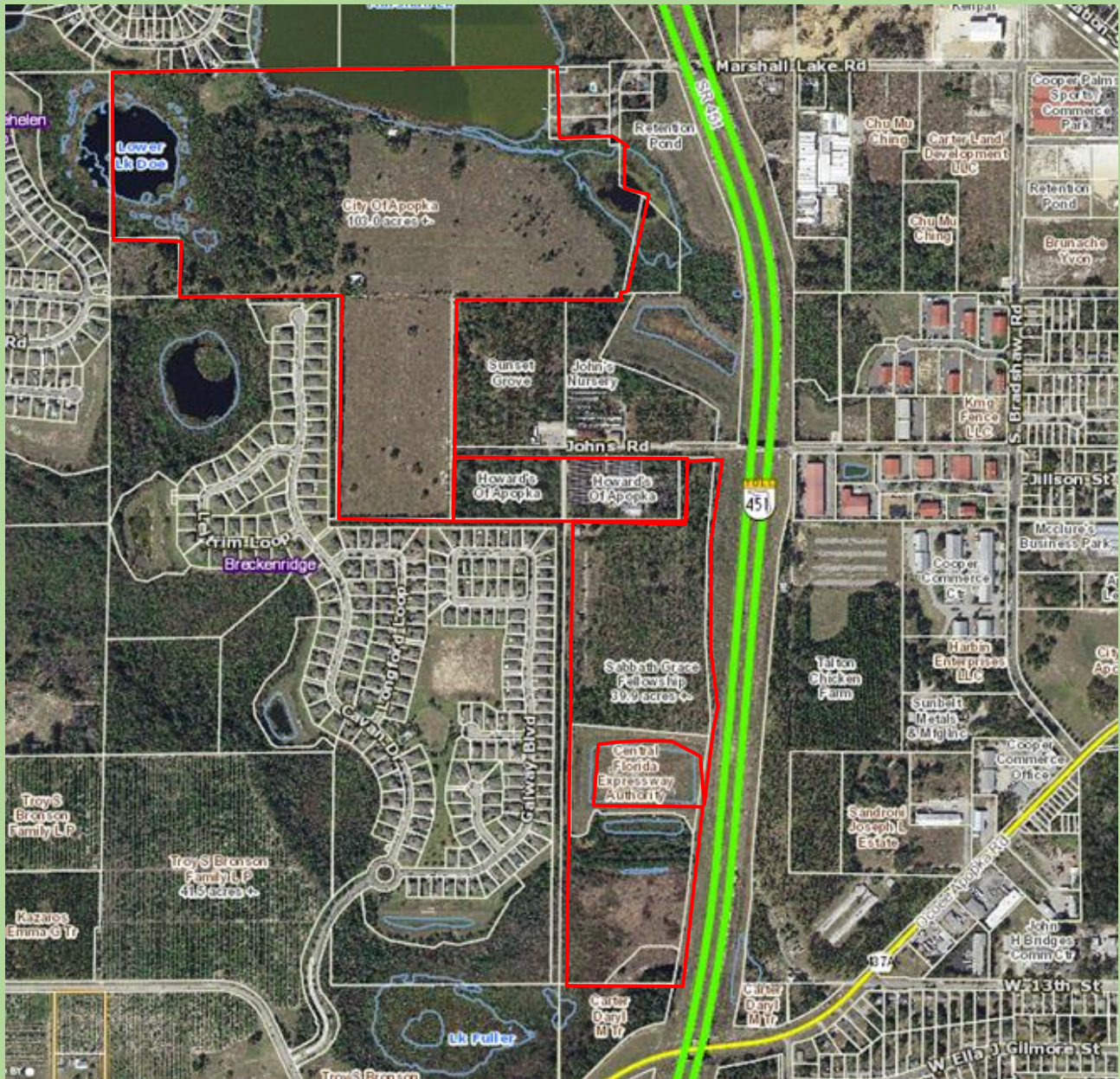
ADJACENT ZONING



ADJACENT USES



EXISTING USES



ORDINANCE 2637

AN ORDINANCE OF THE CITY OF APOPKA, FLORIDA, CHANGING THE ZONING FROM PUD (PLANNED UNIT DEVELOPMENT), MIXED-EC (MIXED EMPLOYMENT CENTER), AND I-1 (RESTRICTED INDUSTRIAL) TO PLANNED UNIT DEVELOPMENT/RESIDENTIAL (PUD) FOR CERTAIN REAL PROPERTY GENERALLY LOCATED SOUTH OF MARSHALL LAKE AND WEST OF SR 451, COMPRISING 154.18 ACRES MORE OR LESS, AND OWNED BY THE CITY OF APOPKA, JAMES D. & DEBORAH M. LYDA, AND CITIZENS BANK OF FLORIDA; 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, James D. & Deborah M. Lyda, and Citizens Bank of Florida 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 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 Lake Marshall Master Plan/Preliminary Development Plan and the Land Development Code, the Master Plan/Preliminary Development Plan shall prevail. 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. The intersection of Johns Road and Bradshaw Road will be significantly impacted by the addition of traffic generated by this project. Design plans for the following improvements will be included in the Final Development Plan for Phase 2 of the development. The roadway improvements shall be constructed by the developer prior to the issuance of the 87th Certificate of Occupancy for Phase 1, Phase 2, or a combination of Phase 1 and Phase 2, according to City standards:
1. A 260-foot northbound left turn lane;
 2. A 185-foot southbound right turn lane; and
 3. A 150-foot eastbound turn lane.
- E. The intersection of Bradshaw Road and Ocoee Apopka Road will be significantly impacted by the addition of traffic generated by this project. Prior to the issuance of the 251st Certificate of Occupancy, the developer will conduct a signal warrant analysis for the intersection of Bradshaw Road and Ocoee Apopka Road. Since Ocoee-Apopka Road is an Orange County controlled road and Bradshaw Road is a City controlled road, the City, in cooperation with the County, will determine if a signal is warranted. If a signal is warranted, then a proportionate share value shall be coordinated between the City and the Developer to design and install a traffic signal at the intersection within a year of the issuance of the final Certificate of Occupancy.

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: Attachment "A"

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: March 21, 2018

READ SECOND TIME
AND ADOPTED: April 4, 2018

Joseph E. Kilsheimer, Mayor

ATTEST:

Linda Goff, City Clerk

DULY ADVERTISED: February 2, 2018
 February 23, 2018
 March 23, 2018

ATTACHMENT "A"
LEGAL DESCRIPTION

Parcel ID Nos.: 28-21-08-0000-00-005; 28-21-08-0000-00-043; 28-21-17-0000-00-014
Combined Acreage: 154.18 +/- Acres

OCPA PARCEL ID 28-21-08-0000-00-005:

FIRST AMERICAN TITLE FILE NUMBER: 2037-3759052 - THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS: BEGIN AT SOUTHWEST CORNER OF NORTHEAST 1/4 OF SOUTHWEST 1/4, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN NORTH 343 FEET, EAST 400 FEET, SOUTH 343 FEET, WEST 400 FEET TO POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

PARCEL 2:

WEST 1/2 OF THE NORTHWEST 1/4 OF SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN NORTH 89°33'48" EAST 950 FEET; THENCE SOUTH 00°30'54" WEST 35 FEET; THENCE SOUTH 89°33'48" WEST 950 FEET; THENCE NORTH 00°30'54" EAST 35 FEET TO POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

AND

THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, ALSO THAT PORTION OF THE SOUTH 12 ACRES OF THE WEST HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 SOUTH OF CENTER LINE OF LAKE, LESS THE FOLLOWING DESCRIBED PARCEL: BEGIN AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN SOUTH 89°33'48" WEST ALONG THE SOUTH LINE OF SAID WEST HALF 328.92 FEET; THENCE NORTH 11°16'48" EAST 580 FEET TO THE CENTRAL LINE OF LAKE; THENCE SOUTH 44°53'28" EAST ALONG CENTRAL LINE OF LAKE, 306.45 FEET TO THE EAST LINE OF SAID WEST HALF; THENCE SOUTH ALONG EAST LINE OF SAID WEST HALF 350 FEET TO POINT OF BEGINNING, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, AND COMMENCE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE SOUTH 89°30'41" WEST 1070.14 FEET, SOUTH 00°18'05" WEST 388.7 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°18'05" WEST 25 FEET; THENCE SOUTH 89°30'41" WEST 247.92 FEET; THENCE SOUTH 00°21'52" WEST 115.13

FEET; THENCE NORTH 89°30'41" EAST 307.92 FEET; THENCE NORTH 00°18'05" EAST 140.13 FEET; THENCE WEST TO POINT OF BEGINNING, LESS SOUTH 383.7 FEET OF THE NORTH 413.7 FEET OF THE EAST 100 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. LESS ANY PORTION OF THE ABOVE DESCRIPTION LYING WITHIN THE BOUNDARY OF LAKE MARSHALL DRIVE AS DESCRIBED IN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3726, PAGE 2538, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT FROM THE ABOVE DESCRIPTIONS, ANY PORTION LYING WITHIN THE PROPERTY DESCRIBED IN STIPULATED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5461, PAGE 2470, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

OCPA PARCEL ID 28-21-08-0000-00-043

FIRST AMERICAN FILE NUMBER: 2037-3736852 - THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF MASEK ROAD NOW KNOWN AS JOHNS ROAD.

AND

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF MASEK ROAD NOW KNOWN AS JOHNS ROAD.

OCPA PARCEL ID 28-21-17-0000-00-014

FIRST AMERICAN FILE NUMBER: 2037-3736840 - THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF NORTHEAST QUARTER (NE 1/4) OF SECTION SEVENTEEN (17) TOWNSHIP TWENTY-ONE SOUTH OF RANGE TWENTY-EIGHT EAST, ORANGE COUNTY, FLORIDA.

AND

ORDINANCE NO. 2637

PAGE 6

THE NORTH HALF (N ½) OF THE NORTHWEST QUARTER (NW ¼) OF NORTHEAST QUARTER (NE ¼) OF NORTHEAST QUARTER (NE ¼) OF SECTION SEVENTEEN (17) TOWNSHIP TWENTY-ONE SOUTH OF RANGE TWENTY EIGHT EAST, ORANGE COUNTY, FLORIDA

AND

THAT PART OF THE SOUTHEAST QUARTER (SE ¼) OF NORTHEAST QUARTER (NE ¼) OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF STATE ROAD 429 AND LESS PORTION THEREOF DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5487, PAGE 1547, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THAT PART OF THE EAST HALF (E ½) OF THE NORTHEAST QUARTER (NE ¼) OF NORTHEAST QUARTER (NE ¼), SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING WEST OF STATE ROAD 429 RIGHT OF WAY, AND LESS PORTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5487, PAGE 1547, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

THE SOUTHWEST QUARTER (SW ¼) OF THE NORTHEAST QUARTER (NE ¼), OF THE NORTHEAST QUARTER (NE ¼), OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; LESS PORTION DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5487, PAGE 1547, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND

ALL THAT PORTION OF THE EAST HALF ½ (E½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LYING SOUTH OF THE COUNTY CLAY ROAD AS NOW EXISTING, IN ORANGE COUNTY, FLORIDA; AND LYING WEST OF LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 5487, PAGE 1547 AND LESS RIGHT OF WAY DESCRIBED IN OFFICIAL RECORDS BOOK 1981, PAGE 295, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

P:\PROJECT DRAWINGS\02-201 - Lee Hammel Residential Development\02 Master Plan\02 - PHASE 1\Cover Sheet.dwg PlotSize:7/29/2018 8:52:39 AM

LEGAL DESCRIPTION PER PEC - SURVEYING AND MAPPING, LLC
DATE: JUNE 2017

OCPA PARCEL ID 28-21-08-0000-00-005
 FIRST AMERICAN FILE # NUMBER: 2017-376602

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
 NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, LESS: BEGIN AT SOUTHWEST CORNER OF NORTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST; RUN NORTH 1/2 FEET, EAST 400 FEET, SOUTH 1/2 FEET, WEST 400 FEET TO POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

PARCEL 2:
 WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

AND

BEGIN AT THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN NORTH 80°33'46" EAST 400'18.17", THENCE SOUTH 80°39'14" WEST 1/2 FEET, THENCE SOUTH 89°33'46" WEST 400'18.17", THENCE NORTH 80°39'14" EAST 1/2 FEET TO POINT OF BEGINNING, ORANGE COUNTY, FLORIDA.

AND

THE EAST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, ALSO THAT PORTION OF THE SOUTH 1/2 ACRES OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 SOUTH OF CENTRAL LINE OF LAKE, LESS THE FOLLOWING INTERLOCKING PARCELS: BEGIN AT THE SOUTHWEST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN SOUTH 89°39'14" WEST ALONG THE SOUTH LINE OF SAID WEST HALF 1/2 FEET, THENCE NORTH 17°05'41" EAST 800 FEET TO THE CENTRAL LINE OF LAKE, THENCE SOUTH 40°15'20" EAST ALONG CENTRAL LINE OF LAKE, 866.41 FEET TO THE EAST END OF SAID CENTRAL LINE; THENCE SOUTH ALONG EAST LINE OF SAID WEST HALF 1/2 FEET TO POINT OF BEGINNING, SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA; AND COMMENCE EAST 1/4 CORNER OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, RUN THENCE SOUTH 89°39'14" WEST 1/2 FEET, THENCE SOUTH 89°39'14" WEST 203.10 FEET TO THE POINT OF BEGINNING, RUN THENCE SOUTH 0°00'00" WEST 21 FEET, THENCE SOUTH 89°39'14" WEST 203.10 FEET, THENCE SOUTH 0°00'00" WEST 113.11 FEET, THENCE NORTH 89°39'14" EAST 80 FEET, THENCE NORTH 0°00'00" EAST 144.11 FEET, THENCE WEST 1/2 POINT OF BEGINNING, LESS SOUTH 361.1 FEET OF THE NORTH 41.1 FEET OF THE EAST 100 FEET TO THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LESS ANY PORTION OF THE ABOVE DESCRIPTION LYING WITHIN THE BOUNDARY OF LAKE MARSHALL DRIVE AS SHOWN IN GOVT. C.A. 144002 RECORDED IN OFFICIAL RECORDS BOOK 3106, PAGE 2206 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT FROM THE ABOVE DESCRIPTIONS, ANY PORTION LYING WITHIN THE PROPERTY DESCRIBED IN WITHIN LEE ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3461, PAGE 2506 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 3:
 THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

OCPA PARCEL ID 28-21-08-0000-00-043
 FIRST AMERICAN FILE # NUMBER: 2017-376652

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF MASEK ROAD NOW KNOWN AS JOHNS ROAD.

AND

THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 21 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, LYING SOUTH OF MASEK ROAD NOW KNOWN AS JOHNS ROAD.

PUD MASTER PLAN/PDP NARRATIVE:

PHASE 1 OF THE LAKE MARSHALL SUBDIVISION IS MADE UP OF TWO PARCELS LOCATED OFF OF JOHN'S ROAD, WEST OF SR 451, WITH A PHYSICAL ADDRESS OF JOHN'S ROAD AND 705 JOHN'S ROAD, APOPKA, FL 32780 WITHIN THE CITY OF APOPKA. THE SUBJECT PROPERTIES HAVE A TOTAL COMBINED AREA OF APPROXIMATELY 114.49 AC. OF WHICH 101.1 AC WILL BE DEVELOPED DURING PHASE 1 OF THE PROPOSED SUBDIVISION. THE SUBJECT PARCELS ARE CURRENTLY BEING USED AS VACANT RESIDENTIAL AND CONTAINER NURSERY. THE PROPOSED DEVELOPMENT IS A RESIDENTIAL SUBDIVISION WITH 177 INDIVIDUAL SINGLE FAMILY LOTS, ASSOCIATED ROADWAYS AND RETENTION/DETENTION AREAS. THE POTABLE WATER, RECLAIMED WATER AND WASTEWATER WILL BE PROVIDED BY CITY OF APOPKA UTILITIES, A FEE-SIMPLE OWNERSHIP, SUCH AS A HOME OWNERS ASSOCIATION, WILL BE CREATED FOR ALL LANDS EXCLUSIVE OF THE INDIVIDUAL LOTS TO CONTROL AND MAINTAIN THE LAND. THE JOHN'S ROAD PUBLIC RIGHT-OF-WAY WILL ALSO BE IMPROVED AS PART OF PHASE 1 OF THE LAKE MARSHALL DEVELOPMENT.

UTILITY PROVIDERS

WATERSEWER:
 CITY OF APOPKA
 748 E. WINTER STREET
 APOPKA, FL 32780
 CONTACT: BRUNNENBERG
 PHONE: (407) 763-1351, EXT. 685

SOLID WASTE COLLECTION:
 CITY OF APOPKA
 124 E. MAIN STREET
 APOPKA, FLORIDA 32780
 PHONE: (407) 763-1700

GAS:
 LAKE APOPKA NATURAL GAS DISTRICT
 1220 WINTER GARDEN VILLANO ROAD
 ORLANDO, FL 32808
 CONTACT: ANTONIO GERSON
 PHONE: (407) 656-2734

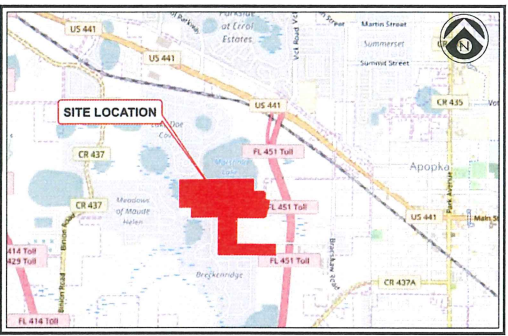
TELEPHONE:
 CENTURY LINK
 23 N. MAIN STREET, ROOM 144
 WINTER GARDEN, FL 32789
 CONTACT: TY LESLIE
 PHONE: (407) 814-5250

CABLE:
 CHARTER COMMUNICATIONS (A.K.A. SPECTRUM)
 3750 ALL AMERICAN BOULEVARD
 ORLANDO, FLORIDA 32838
 CONTACT: MARVIN USRY JR.
 PHONE: (407) 552-8509

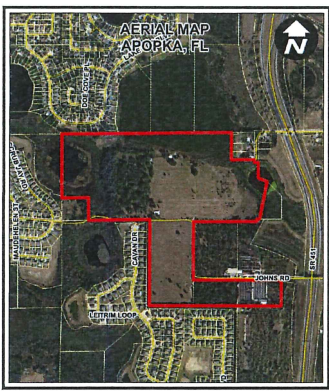
POWER:
 FLORIDA POWER & LIGHTS
 2801 25TH STREET NORTH
 ORLANDO, FLORIDA 32733
 CONTACT: MEGAN VONSTREINA
 PHONE: (321) 809-9394

PLANNED UNIT DEVELOPMENT MASTER PLAN / PRELIMINARY DEVELOPMENT PLAN FOR LAKE MARSHALL SUBDIVISION PHASE 1 CITY OF APOPKA, FLORIDA

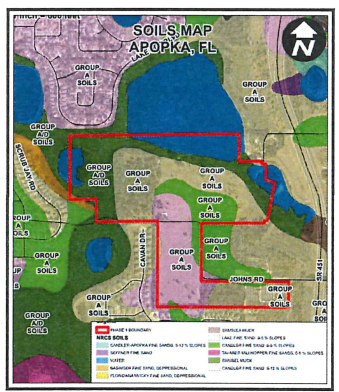
OCPA PARCEL ID# 28-21-08-0000-00-005 & 28-21-08-0000-00-043



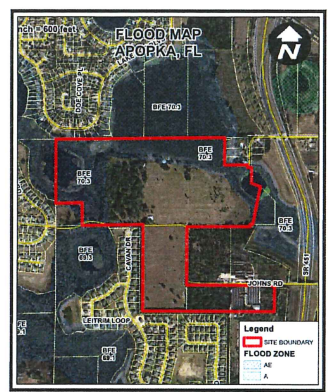
VICINITY MAP
 SCALE: 1" = 2000'



AERIAL MAP
 SCALE: 1" = 1000'



SOILS MAP
 SCALE: 1" = 1000'



FEMA FLOOD MAP
 SCALE: 1" = 1000'

PROJECT TEAM:

CITY OF APOPKA
 100 N. WINTER STREET
 APOPKA, FL 32780

OWNER:
 JAMES D. & DEBORAH M. LYDA
 240 PARK WILLOW BLVD
 APOPKA, FL 32712

ENGINEER:
 APPIAN ENGINEERING, INC.
 CONTACT: MARYANN A. VONSTREINA, P.E.
 240 ALAPATA TRAIL, SUITE 30
 WINTER PARK, FL 32789
 PHONE: (407) 960-5868
 FAX: (407) 960-5870
 EMAIL: LVL@APPIANENGINEERING.COM

DESIGNER:
 APPIAN ENGINEERING, LLC
 ENRIKA BROWN, P.E., L.C.S.
 221 LEE ROAD-SUITE 17
 WINTER PARK, FL 32789
 PHONE: (407) 960-5868
 FAX: (407) 960-5870
 EMAIL: LVL@APPIANENGINEERING.COM

CONSULTANT:
 P.E.C. ROYSTER & SHANNON, LLC
 2100 ALAPATA TRAIL, SUITE 30
 WINTER PARK, FL 32789
 PHONE: (407) 960-5868
 EMAIL: LVL@APPIANENGINEERING.COM

LANDSCAPE ARCHITECT:
 LANDSCAPE ARCHITECTURE, LLC
 4401 BARCELONA LANE
 WINTER PARK, FL 32789
 PHONE: (407) 968-2414
 EMAIL: CRELLA@LANDSCAPEARCH.COM

ENVIRONMENTAL ENGINEER:
 ENVIRONMENTAL ENGINEERING, LLC
 ENRIKA BROWN, P.E., L.C.S.
 221 LEE ROAD-SUITE 17
 WINTER PARK, FL 32789
 PHONE: (407) 960-5868
 FAX: (407) 960-5870
 EMAIL: LVL@APPIANENGINEERING.COM

ENVIRONMENTAL CONSULTANT:
 BIO-TECH CONSULTING, INC.
 ENVIRONMENTAL ENGINEER: MARK AUSTLEY
 4015 W. PARKWAY
 LANCASTER, FL 32751
 PHONE: (407) 960-5868
 EMAIL: MARK@BIO-TECHCONSULTING.COM

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C1.2	EXISTING CONDITIONS - NORTHWEST
C1.3	EXISTING CONDITIONS - NORTH
C1.4	EXISTING CONDITIONS - SOUTH
C1.5	EXISTING CONDITIONS - SOUTHWEST
C2.0	PHASING PLAN
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C5.0	OVERALL UTILITY & DRAINAGE PLAN
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L5-02	TREE MITIGATION PLAN
L5-03	TREE MITIGATION PLAN
L5-04	TREE MITIGATION PLAN
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L5-06	LANDSCAPE SITE PLAN
L5-07	LANDSCAPE SITE PLAN
L5-08	LANDSCAPE SITE PLAN

**SHEET 1 OF 42
 NOT FOR CONSTRUCTION**



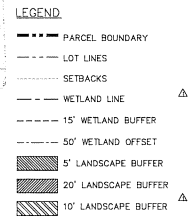
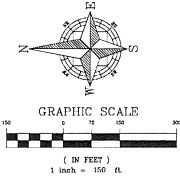
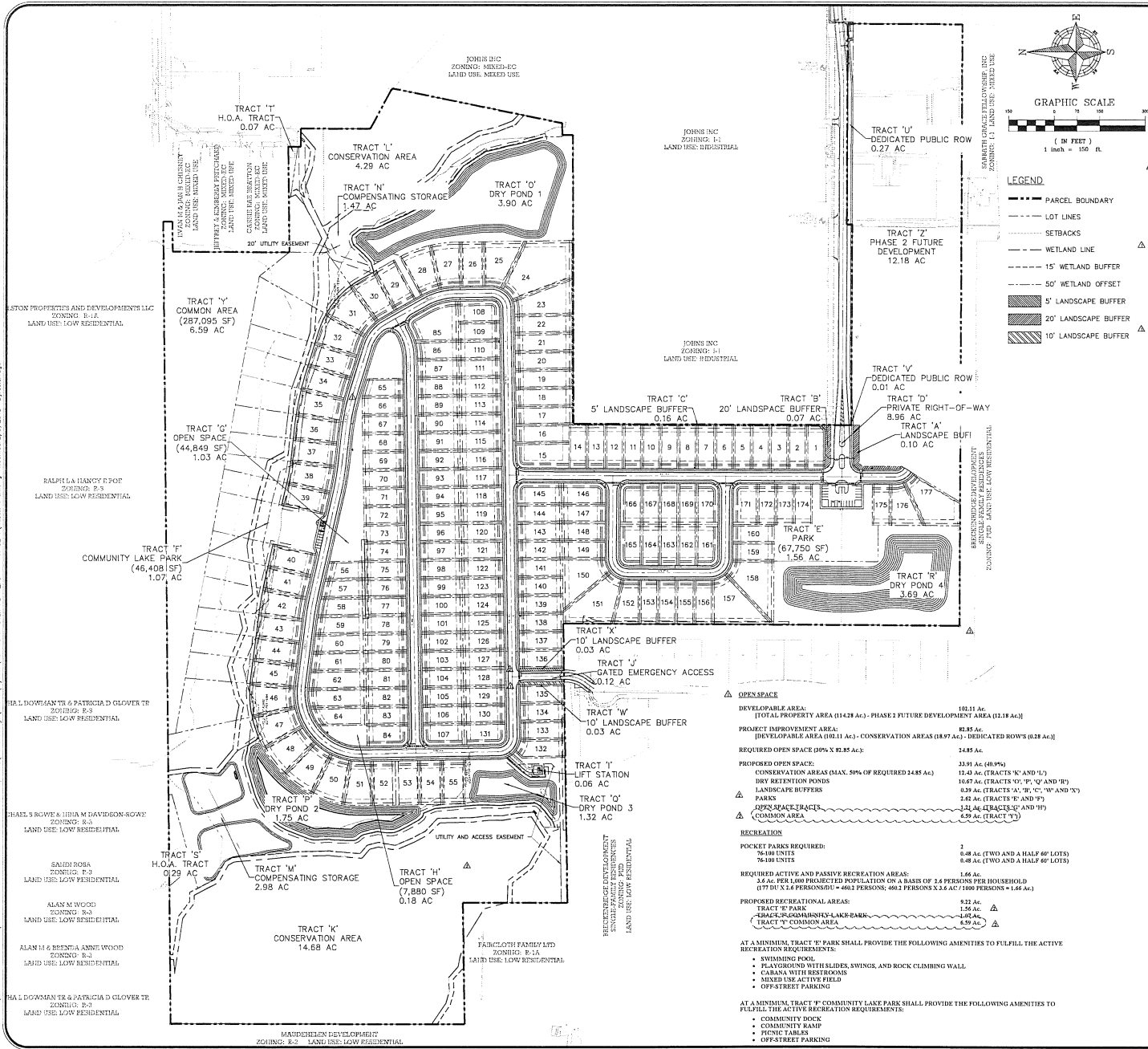
2221 LEE ROAD, SUITE 17
 WINTER PARK, FLORIDA 32789
 (407) 960-5868

BOARD OF PROFESSIONAL
 ENGINEERING CERTIFICATE
 NO. 32174

PERMITS REQUIRED

AGENCY	PERMIT TYPE	DATE APPLIED	DATE APPROVED	APPROVAL NO.
CITY OF APOPKA	SITE PERMIT			
S.J.R.W.M.D.	EMB			
F.D.E.P.	WATER			
F.D.E.P.	WASTEWATER			
F.E.W.A.	CLOW-F			

REV	DATE	DESCRIPTION
1	10/24/17	CITY OF APOPKA COMMENTS DATED 10/24/17 THRU 10/27/17
2	01/18/18	CITY OF APOPKA COMMENTS DATED 01/18/18
3	01/31/18	CITY OF APOPKA COMMENTS DATED 01/31/18



SITE DATA:

OCFA - PARCEL ID #:	28-21-08-0000-00-005
PARCEL AREA:	102.11 AC
PROJECT IMPROVEMENT AREA:	82.85 AC
FEMA FLOOD INSURANCE RATE MAP FLOOD ZONE:	X & AE (EL. = 70.3)
FIRM PANEL: 22060C020 DATED SEPT. 25, 2009	
FEMA FLOOD PRONE AREA (AREA BELOW FIRM 70.3):	39.72 AC
EXISTING WETLANDS:	21.09 AC
PROPOSED WETLAND IMPACTS:	0.47 AC
PROPOSED DEDICATED CONSERVATION TRACTS:	18.97 AC
WETLAND AREA TO REMAIN:	16.78 AC
PROVIDED 15' WETLAND BUFFER:	1.03 AC
ADDITIONAL AREA TO REMAIN UNALTERED:	1.16 AC
PROPOSED CONSERVATION EASEMENT:	4.52 AC
WETLAND AREA TO REMAIN:	3.83 AC
PROVIDED 15' WETLAND BUFFER:	0.68 AC
EXISTING ZONING:	PUD
PROPOSED ZONING:	PUD
ADJACENT ZONING:	
NORTH:	R-3
SOUTH:	PUD
EAST:	I-1, MIXED-EC
WEST:	PUD, R-2
EXISTING FUTURE LAND USE (PLU):	LOW RESIDENTIAL
ADJACENT FUTURE LAND USE:	
NORTH:	LOW RESIDENTIAL
SOUTH:	LOW RESIDENTIAL
EAST:	INDUSTRIAL, MIXED USE
WEST:	LOW RESIDENTIAL
PROPOSED MINIMUM LOT REQUIREMENTS:	
MINIMUM LOT AREA:	66' LOTS: 4,100 SF (*) 78' LOTS: 15,875 SF
MINIMUM LOT WIDTH:	60' FL
MINIMUM LOT DEPTH:	135' FL (*)
MAXIMUM BUILDING HEIGHT:	35' FL
SETBACKS:	
FRONT YARD:	25' FL
SIDE YARD:	5' FL
REAR YARD:	25' FL
CORNER SIDE YARD:	15' FL
	N/A

SITE DATA:

OCFA - PARCEL ID #:	28-21-08-0000-00-043
PARCEL AREA:	11.18 AC
AREA DEDICATED TO PUBLIC RIGHT-OF-WAY:	0.3 AC
EXISTING ZONING:	MIXED-EC
PROPOSED ZONING:	PUD
ADJACENT ZONING:	
NORTH:	I-1
SOUTH:	PUD, I-1
EAST:	I-1
WEST:	PUD
EXISTING FUTURE LAND USE (PLU):	MIXED USE
ADJACENT FUTURE LAND USE:	
NORTH:	INDUSTRIAL
SOUTH:	LOW RESIDENTIAL, INDUSTRIAL
EAST:	MIXED USE
WEST:	LOW RESIDENTIAL
PROPOSED MINIMUM LOT REQUIREMENTS:	NO LOTS PROPOSED IN THIS PHASE

OVERALL SITE DATA:

OCFA - PARCEL ID #:	28-21-08-0000-00-005
28-21-08-0000-00-043	
TOTAL PROPERTY AREA:	114.28 AC
PROJECT IMPROVEMENT AREA:	82.85 AC
DEDICATED PUBLIC RIGHT-OF-WAY AREA:	0.18 AC
CONSERVATION AREA:	18.97 AC
PHASE 2 FUTURE DEVELOPMENT AREA:	12.18 AC

RECREATION

POCKET PARKS REQUIRED:

76-00 UNITS	2	0.8 AC (TWO AND A HALF 60' LOTS)
76-00 UNITS	2	0.8 AC (TWO AND A HALF 60' LOTS)

REQUIRED ACTIVE AND PASSIVE RECREATION AREAS:

2.6 AC PER 1,000 PROJECTED POPULATION ON A BASIS OF 2.6 PERSONS PER HOUSEHOLD (177 UNITS X 1.6 PERSONS/HOUSEHOLD = 283 PERSONS; 400 PERSONS X 2.6 AC/PERSONS = 1,040 AC)	1.66 AC
PROPOSED RECREATION AREAS:	9.22 AC
TRACT 'E' PARK	1.56 AC
TRACT 'F' COMMON AREA	1.42 AC
TRACT 'W' COMMON AREA	6.24 AC

AT A MINIMUM, TRACT 'E' PARK SHALL PROVIDE THE FOLLOWING AMENITIES TO FULFILL THE ACTIVE RECREATION REQUIREMENTS:

- SWIMMING POOL
- PLAYGROUND WITH SLIDES, SWINGS, AND ROCK CLIMBING WALL
- CABANA WITH REST ROOMS
- MIXED USE ACTIVE FIELD
- OFF-STREET PARKING

AT A MINIMUM, TRACT 'F' COMMON AREA SHALL PROVIDE THE FOLLOWING AMENITIES TO FULFILL THE ACTIVE RECREATION REQUIREMENTS:

- COMMUNITY DOCK
- COMMUNITY RAMP
- PICNIC TABLES
- OFF-STREET PARKING

CIVIL ENGINEERING & LAND PLANNING

APPLAN ENGINEERING LLC.

MASTER PLAN
PUD MASTER PLAN/PDP
LAKE MARSHALL SUBDIVISION - PHASE 1
CITY OF APOPKA, FLORIDA

SCALE: 1" = 150'

PROJECT: ROT-001

SHEET: C2.1

DATE: 7/7/2017

DESIGNED BY: S. SIERRA-DE

CHECKED BY: O. SANCHEZ

APPLAN ENGINEERING LLC

2221 Lee Road, Suite 15, Wayne West, Panama City, Florida 90909

APPLAN.COM - 407.960.5888

2017

SHEET 9 OF 42
NOT FOR CONSTRUCTION

LAKE MARSHALL PHASE 1 MASTER PLAN DEVELOPMENT STANDARDS

A. Design Standards

1. LOT CRITERIA:

Description	Single-Family Detached 60' Lot	Single-Family Detached 75' Lot
Lot Setbacks ⁽¹⁾		
Front Porch ⁽²⁾	15'	15'
Front	25'	25'
Rear	20'	20'
Side	5'	7.5'
Side Corner	15'	N/A
Garage	25' ⁽⁶⁾	25' ⁽⁶⁾
Accessory Structure Rear	5'	5'
Lot Dimensions		
Min. Average Lot Area	8,100 SF ⁽⁵⁾	10,875 SF
Min. Lot Width	60' ⁽³⁾	75' ⁽⁴⁾
Min. Lot Depth	135' ⁽⁵⁾	145'
Max. Lot Coverage	75%	75%
Max. Building Height	35' / 2 Stories	35' / 2 Stories
Min. Living Area	1,800 SF	1,800 SF

(1) See sheet titled "Curve and Lot Data Table" for depiction of conceptual typical site plans.

(2) Front porch setback as allowed per City of Apopka Development Design Guidelines 3.2.1.

(3) Minimum lot width may be reduced to 40' around curves so long as lot width at the building line is 60' minimum.

(4) Minimum lot width may be reduced to 40' around curves so long as lot width at the building line is 75' minimum.

(5) Lots 56, 57, and 65 have lot areas of 7,326 SF, 8,192 SF, and 7,838 SF, respectively, and minimum lot depths of 114', 129', and 122', respectively. See sheet titled "Curve and Lot Data Table" of the Lake Marshall Subdivision Phase 1 PUD Master Plan/Preliminary Development Plan for lot sizing and setback details for these lots.

(6) A deviation from the City of Apopka's requirement of a 30' garage setback is hereby requested.

B. Architectural, Buildings, and Accessory Structures

1. Architectural design shall meet the intent of City of Apopka Development Design Guidelines or unless otherwise stated.
2. All lots shall have detached single family homes.
3. Each individual single-family home shall have a minimum of two (2) bedrooms.
4. All lots shall have attached minimum two (2) car garages.
5. A deviation from the City of Apopka Development Design Guidelines is hereby requested to allow for side-entry, flush, recessed, and protruding garage styles throughout the Lake Marshall Subdivision.

6. Mail delivery for all lots within both phases of the Lake Marshall Subdivision shall occur at mail kiosks with cluster mailbox units. Approval from the Postmaster of the mail kiosks and their location shall be submitted prior to approval of the Final Development Plan.
7. AC condenser units & similar equipment placed in the side yard area shall be screened with landscaping or opaque fencing.
8. Storage sheds or similar storage facilities shall not be allowed.
9. Swimming pools shall be allowed on all lots.
 - a) Swimming Pools must be in-ground type. Above Ground Pools are prohibited.
 - b) Swimming pools and decks are prohibited from projecting beyond the side wall facade.
10. Screen enclosures over swimming pools and their respective deck area with non-metal or non-vinyl roofs shall be allowed.
 - a) Screening shall be dark mesh. Opaque, semi-opaque or clear panels on the walls or roofs are prohibited.
11. Screen enclosures with metal, vinyl, or screen mesh roofs over non-swimming pool decks are prohibited.
12. Architectural Design Standards:
 - a) Architectural styles shall be determined prior to Final Development Plan approval, and these shall meet the intent of to the City of Apopka's Development Design Guidelines except as noted on these Development Standards. Modification or replacement of the exterior elevations can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
 - b) A deviation from the City of Apopka Development Design Guidelines is hereby requested for all 60' lots with 50' wide homes to allow for the garage to cover a maximum of 60% of the length of the front primary façade only in the case a three (3) car garage is selected by the homebuyer.
 - c) Front facade materials such as cultured stone veneer, stucco, & fiber cement siding shall be utilized to be consistent with the applicable Architectural Style.
 - d) Minimum roof pitch over the main house and garage shall be 5/12. Roof pitch over porches shall be a minimum of 4/12.
 - e) 30-year asphalt shingle shall be installed on all roofs. 3-tab shingles are prohibited. Single shingle color shall be used for uniformity throughout the community.
 - f) Aluminum fascia and soffit shall be standard for all houses. Single Fascia and soffit color shall be used for uniformity throughout the community.
 - g) Trim around windows and doors shall be painted a different color from the body of the house. Doors may be painted either the same as the trim or separate accent color.
 - h) Pavers shall be installed in front yard driveways and lead walks.
13. Front Building Entrance Elevation Design Standards:
 - a) Front porches & porticos at grade level.
 - b) Identical model plan type shall not be constructed on neighboring lots who share a side yard property boundary line without a different elevation style type.
 - c) Identical exterior paint schemes shall not be applied on neighboring lots who share a side yard property boundary line.
 - d) Modification or replacement of the exterior elevations can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
14. Rear Elevation Design Standards:
 - a) Large expanses of solid wall shall be avoided thru use of windows, wall features, or wall / roof jogs.
 - b) Window grid patterns and window banding & trim shall match front elevation windows.

- c) Identical exterior paint schemes shall not be applied on neighboring lots who share a side yard property boundary line
 - d) Modification or replacement of the exterior elevation can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
15. Mail Kiosk Elevation Design Standards:
- a) Elevation shall be compatible with the architectural elevation styles of the homes & mail kiosks within the community.
16. Individual Lot Front & Rear Yard Fencing Standards:
- a) Maximum height of a fence shall be 6'-0" above final grade. When abutting a common area wall, the fence height shall taper to the height of the wall across a horizontal distance no less than 8'-0".
 - b) Rear yard fences shall not project more than five feet (5') beyond rear side wall building corner.

C. Utilities and Infrastructure

1. Water service shall be provided by the City of Apopka. The water system shall be designed to City standards.
2. Reclaim water service shall be provided by the City of Apopka. The reclaim water system shall be designed to City standards.
3. Stormwater management system shall be designed to comply with the design standards of this Master Plan and the St. Johns River Water Management District.
4. A final drainage report and soils report will be submitted with the Final Development Plan.
5. Sanitary service shall be provided by the City of Apopka. The sanitary system shall be designed to City of Apopka standards.
6. Utility easements shall be dedicated to the City of Apopka.
7. Drainage easements to be dedicated to the Home Owners' Association unless otherwise required by the City of Apopka.
8. All stormwater and utility pipes may be moved to save existing trees in the right-of-way. Any change in the location of these pipes will be shown on the Final Development Plan.
9. On-site streets are to be constructed per City of Apopka standards.
10. Stabilized access roadways and fire hydrants must be in place before building construction may begin.
11. Solid waste collection and public safety (police and fire) provided by the City of Apopka.
12. The internal street right-of-way is to be private.
13. Five-foot (5') wide sidewalks are to be constructed adjacent to internal roads throughout the entire project in compliance with the City of Apopka Land Development Code. Sidewalk alignment may be adjusted at final development plan to preserve existing trees.
14. A five-foot (5') wide sidewalk shall be constructed within the southern side of the Johns Road right-of-way from the main entrance proposed within Parcel ID 28-21-08-0000-00-005 east until the western parcel boundary of Parcel ID 28-21-08-0000-00-043. At this point, a crosswalk will be installed across the Johns Road paved roadway to the northern side of the right-of-way, from where the proposed sidewalk will run east and connect to the existing sidewalk.
15. Right-of-way dedication along Johns Road shall be as depicted on sheet C4.0 or the Lake Marshall Subdivision Phase 1 Planned Unit Development Master Plan/Preliminary Development Plan.
16. Garages shall be accessed from the adjacent public right-of-way at the front of the lot for all lots.
17. Power service within the development shall be underground. No overhead service will be allowed.

18. Vehicular, Pedestrian and Accent lighting shall substantially conform the Section 3.10 – Lighting of the City of Apopka Development Design Guidelines.
19. Based upon the development’s daily trip generation of 1,779 vehicles, the provision of one northbound deceleration lane at the intersection of Johns Road and Bradshaw Road is warranted when the development reaches 50 percent (50%) of its Phase 1 development program, or prior to the completion of the 87th residential unit in the entire Lake Marshall Subdivision, whichever comes first.
20. A twenty-four-foot (24’), gated emergency access road shall be constructed between lots 135 and 136, connecting the Lake Marshall Subdivision Street C right-of-way to the Breckenridge Subdivision Cavan Drive right-of-way to provide an emergency-only route for both subdivisions. This access road shall be constructed within a 40-foot emergency access easement, pedestrian ingress/egress, and utility easement.
21. The potable and reclaimed water mains connecting Breckenridge to the City of Apopka utilities shall be rerouted through Lake Marshall Subdivision H.O.A.-owned tracts to remove them from the rear of lots 132 through 135. Within the Breckenridge Subdivision, these mains will run north through the 40-foot emergency access easement, pedestrian ingress/egress, and utility easement mentioned above.

D. Recreation and Open Space

1. Required project open space shall be a minimum of 30% of the developed site area in accordance with City of Apopka LDC Section 2.02.18(D)(19).
2. Required project recreation shall be provided at a rate of 3.6 acres per 1,000 population with 2.6 population per dwelling unit.
3. Tract “E” shall be an approximate 1.56-acre Park. A specific park site plan and amenities/equipment shall be provided with the Final Development Plan. Park amenities shall include a cabana with restrooms, a swimming pool, a playground, and a mixed-use active field at a minimum. The Community Building shall be a minimum of 900 SF containing, at a minimum, restroom facilities for the building and pool. The swimming pool and deck area shall be a minimum of 3,000 SF and water area a minimum of 2,000 SF. Documentation/calculations that the proposed pool size complies with state health standards will be provided at the Final Development Plan.
4. Tract “F” shall be an approximate 1.58-acre Community Lake Park. A specific park site plan and amenities/equipment shall be provided with the Final Development Plan. Community lake park amenities shall include at a minimum one community ramp, one community dock, and picnic tables.
5. Tract G and H will incorporate pedestrian circulation, benches, and open play areas. Specific park site plans and amenities/equipment shall be provided with the Final Development Plan.
6. All recreation and open space areas within the limits of Phase 1 will be accessible to all homeowners of Phase 2 of the Lake Marshall Subdivision.

E. Buffers and Landscaping

1. A twenty-foot (20’) buffer for entry wall and landscaping will be provided along each side of the proposed main entrance on Johns Road. These tracts shall be dedicated to and maintained by the H.O.A. The design of these buffer tracts shall generally follow the landscape design appearing on sheets LS-04 and LS-08 of the Master Plan/Preliminary Development Plan. A six foot (6’) high wall or fence is provided in these tracts to provide buffering from the adjacent roadway.
2. A five-foot (5’) wide buffer tract for landscaping will be provided along the rear of lots 1-24 to provide buffering from industrial-zoned properties. This tract shall be dedicated to and maintained

by the H.O.A. The design of this buffer shall generally follow the landscape design appearing on sheets LS-01, LS-02, LS-04, LS-05, LS-06, and LS-08 of the Master Plan/Preliminary Development Plan.

3. A ten-foot (10') wide buffer tract for landscaping will be provided along each side of the proposed emergency access tract for Lake Marshall Subdivision and Breckenridge Subdivision. These tracts shall be dedicated to and maintained by the H.O.A. The design of these buffer tracts shall generally follow the landscape design appearing on sheet LS-06 of the Master Plan/Preliminary Development Plan.
4. Entrance feature and community sign details will be provided with the Final Development Plan.
5. Final landscape plans for the buffer areas along the proposed main entrance at Johns Road will be provided with the Final Development Plan.
6. Tree Planting Conditions. Minimum of three new trees shall be planted per 60' and 75' residential lot. The new trees shall be a minimum of three inches (3") DBH at the time of planting and shall count toward the overall number of required tree replacement inches, if any.
7. Tree Protection Plan - The Final Development Plan shall include tree protection techniques to prevent harm to any trees designate to be preserved or encroachment into protected natural areas, including but not limited to tree barricades, silt fencing or other similar techniques accepted by the City Engineer.

F. Maintenance and Plat

1. The Lake Marshall Home Owners' Association will maintain common areas, fences/walls, and landscaping within the front and corner yards of all lots. The HOA shall also be responsible for maintenance of streets, street lighting, and stormwater collection systems within the right-of-way and drainage easements within the Lake Marshall Subdivision.
2. The Final Development Plan shall include the plat document, and the plat shall be in final form.

G. Wetlands and Environmental

1. There are three wetland areas within the site. These are located in the northwest, north, and northeast portions of the property.
2. According to the FEMA Flood Insurance Rate Map for Orange County, FL, Panel No. 12095-C-0120-F, dated September 25, 2009, the majority of the proposed development is located within Zone X (areas determined to outside the 500-year floodplain) and limited northern portions of Parcel ID 28-21-08-0000-00-005 fall within FEMA flood zone AE. The areas within these portions that will be developed will be removed from the floodplain.
3. An erosion control plan will be submitted with the Final Development Plan.
4. Tree removal, tree replacement, and landscaping shall comply with Water Wise Ordinance 2069 and shall be consistent 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 lot or issuance of building permit. Placement of the house shall preserve existing trees to the greatest extent practical. Plot plan for each lot shall illustrate tree locations as presented within the PUD Master Plan/Preliminary Development Plan.

H. Development Condition Continuity

The PUD Development Standards shall be printed within the PUD Master Plan and the Final Development Plan.

I. Signage

Signage shall comply with Article 8 of the City of Apopka Land Development Code and with the City of Apopka Development Design Guidelines.

J. Lighting

Lighting shall comply with the City of Apopka's City Ordinance No. 2069 and Section 3.10 of the City of Apopka Development Design Guidelines. Street and parking area or pedestrian path light poles shall be decorative type. Details will be provided with the Final Development Plan.

L. Miscellaneous

1. Any existing septic tanks or wells shall be properly abandoned prior to earthwork or construction. Permits shall be applied for and issued by the appropriate agencies.
2. All acreages are subject to change with final engineering and final plat review and approval.



Landscape Designs, LLC

- Landscape Architecture
- Site Planning

4465 Gabriella Lane
Winter Park, FL 32792
PH: (407) 484-3414
FX: (407) 671-1604

PROJECT AND OWNER

LAKE MARSHALL SUBDIVISION PHASE I

City of Apopka
Florida

Applan Engineering, LLC
2221 Lee Road, Suite 17
Winter Park, FL 32789
PH: (407) 960-5856

CONSULTANTS

LANDSCAPE ARCHITECT

CARL J. KELLY JR., RLA

REG. #: 0001764

PROJECT NO. APP01.03
DESIGNED BY CJK
DRAWN BY CJK
CHECKED BY CJK
DATE 08/22/17

ISSUED FOR:

11/29/17 New Tree Survey
02/04/18 Site Change

DRAWING SCALE



DRAWING TITLE

LANDSCAPE SITE PLAN

DRAWING NUMBER

LS-05

SHEET 39 OF 42

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
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STREET TREE	23	Leuconotus styraciflua	Sweet Gum	65 gals	3" DBH	15' HT.	
	79	Platanus occidentalis	Sycamore	65 gals	3" DBH	15' HT.	
	110	Ulmus parvifolia	Chinese Elm	65 gals	3" DBH	10' x 12' HT.	

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
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STREET TREE	201	Quercus virginiana	Southern Live Oak	100 gals	4" DBH	15' HT.	
	52	Quercus virginiana 'Cathedral'	Cathedral Live Oak	65 gals	3" DBH	12' HT.	

FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
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STREET TREE	27	Lindopendron tulipifera	Tulip Tree	65 gals	3" DBH	10' x 12' HT.	
	127	Magnolia grandiflora	Southern Magnolia	65 gals	3" DBH	12' HT.	
	19	Magnolia grandiflora 'Majestic Beauty' TM	Southern Magnolia	65 gals	3" DBH	10' x 12' HT.	

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	FIELD3	REMARKS
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	195	Galphimia spicata	Thyriasis	3 gals			24" x 30" ht. x 24" x 30" spp., 30" O.C.
	106	Viola wittmanniana	Walter's Viola	7 gals			36" ht. x 30" x 36" spp., 30" O.C.

GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELD2	FIELD3	REMARKS
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	130	Muhlenbergia capillaris	Pink Muhly Grass	3 gals			18" x 24" ht. x 24" x 30" spp., 30" O.C.
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SOD & MISCELLANEOUS ITEMS

MULCH Lion Food Batts, 14bags

SOD Paspalum notatum, Baha Sod

NOTE:
STREET TREES TO BE INSTALLED WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT.

TRACT 'Y'
COMMON AREA
(26.59 AC)

TRACT 'L'
CONSERVATION AREA
(4.29 AC)

TRACT 'O'
DRY POND 1
(3.90 AC)

TRACT 'L'
OPEN SPACE
(46,849 SF)
(1.03 AC)

NOT FOR CONSTRUCTION

LANDSCAPE AND 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, 2009 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

SIGNATURE *Carl Kelly Jr.* REG. NO. LA0001764 DATE 08/22/17



Landscape Designs, LLC

- Landscape Architecture
- Site Planning

4465 Gabriella Lane
Winter Park, FL 32792
P: (407) 654-5414
F: (407) 671-1604

PROJECT AND OWNER

LAKE MARSHALL SUBDIVISION PHASE I

City of Apopka
Florida

Applan Engineering, LLC
2221 Lee Road, Suite 17
Winter Park, FL 32789
P: (407) 950-5858

CONSULTANTS

LANDSCAPE ARCHITECT

CARL J. KELLY JR., RLA

REG. #: 0001764

PROJECT NO. APP01.03
DESIGNED BY: CJK
DRAWN BY: CJK
CHECKED BY: CJK
DATE: 06/22/17

ISSUED FOR:
11/29/17 New Tree Survey
02/04/18 Site Changes

DRAWING SCALE

1" = 60'-0"
0 FT 20 FT 40 FT North

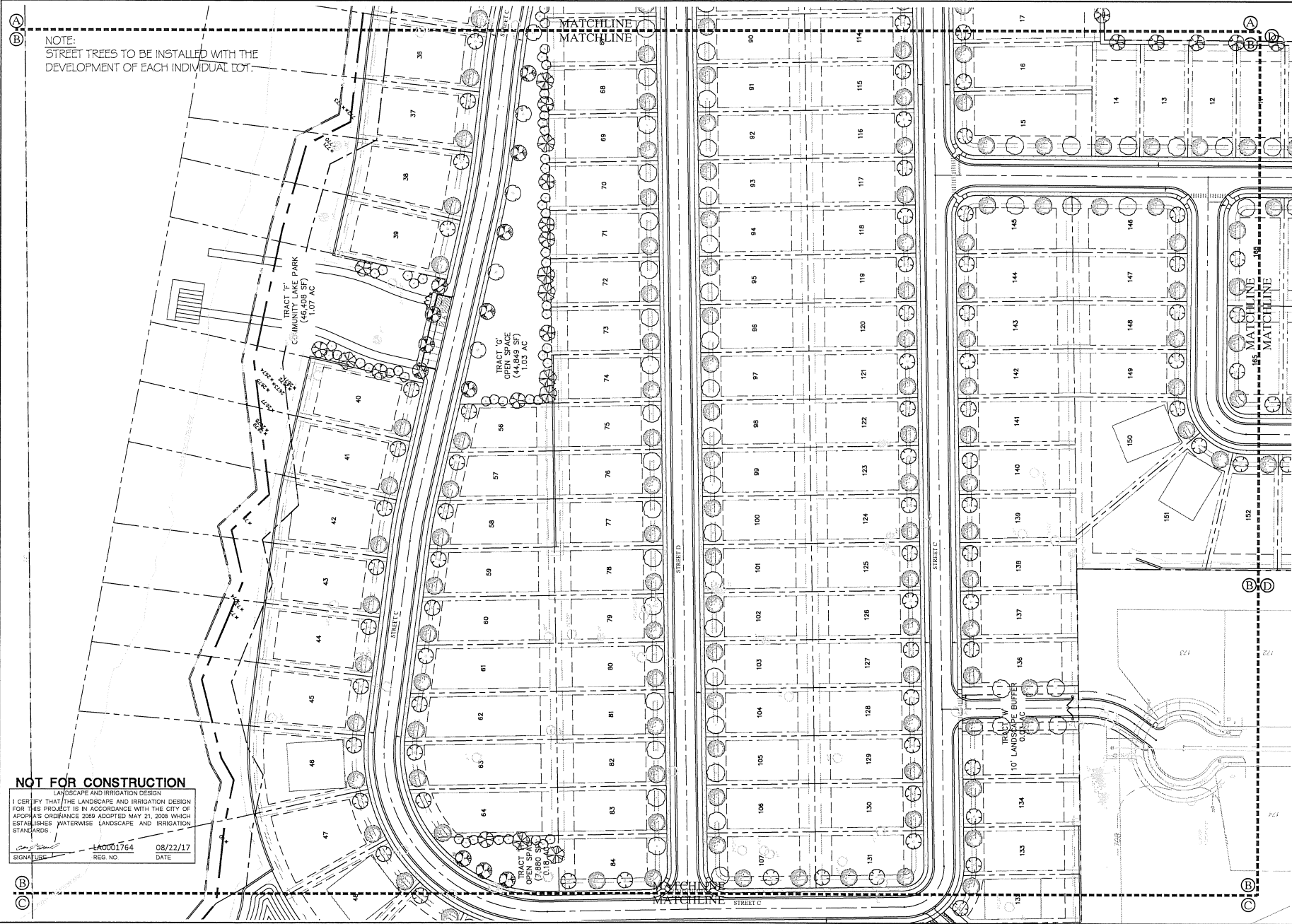
DRAWING TITLE

LANDSCAPE
SITE PLAN

DRAWING NUMBER

LS-06

SHEET **40** OF **42**



NOTE:
STREET TREES TO BE INSTALLED WITH THE
DEVELOPMENT OF EACH INDIVIDUAL LOT.

NOT FOR CONSTRUCTION
LANDSCAPE AND 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

REG. NO. **1A0001764** DATE **08/22/17**

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Landscape Designs, LLC

■ Landscape Architecture
■ Site Planning
4465 Gabriella Lane
Winter Park, FL 32792
TEL: (407) 494-3414
EX: (407) 671-1604

PROJECT AND OWNER

LAKE MARSHALL SUBDIVISION PHASE I
City of Apopka
Florida

Applan Engineering, LLC
2221 Lee Road, Suite 17
Winter Park, FL 32789
PH: (407) 940-5856

CONSULTANTS

LANDSCAPE ARCHITECT

CARL J. KELLY JR., RLA

REG. #: 0001764

PROJECT NO. APP01.03
DESIGNED BY: CJK
DRAWN BY: CJK
CHECKED BY: CJK
DATE: 08/22/17

ISSUED FOR:
11/29/17, New Tree Survey
02/04/18, Site Changes

DRAWING SCALE

1" = 60'-0"
0 FT 20 FT 40 FT North

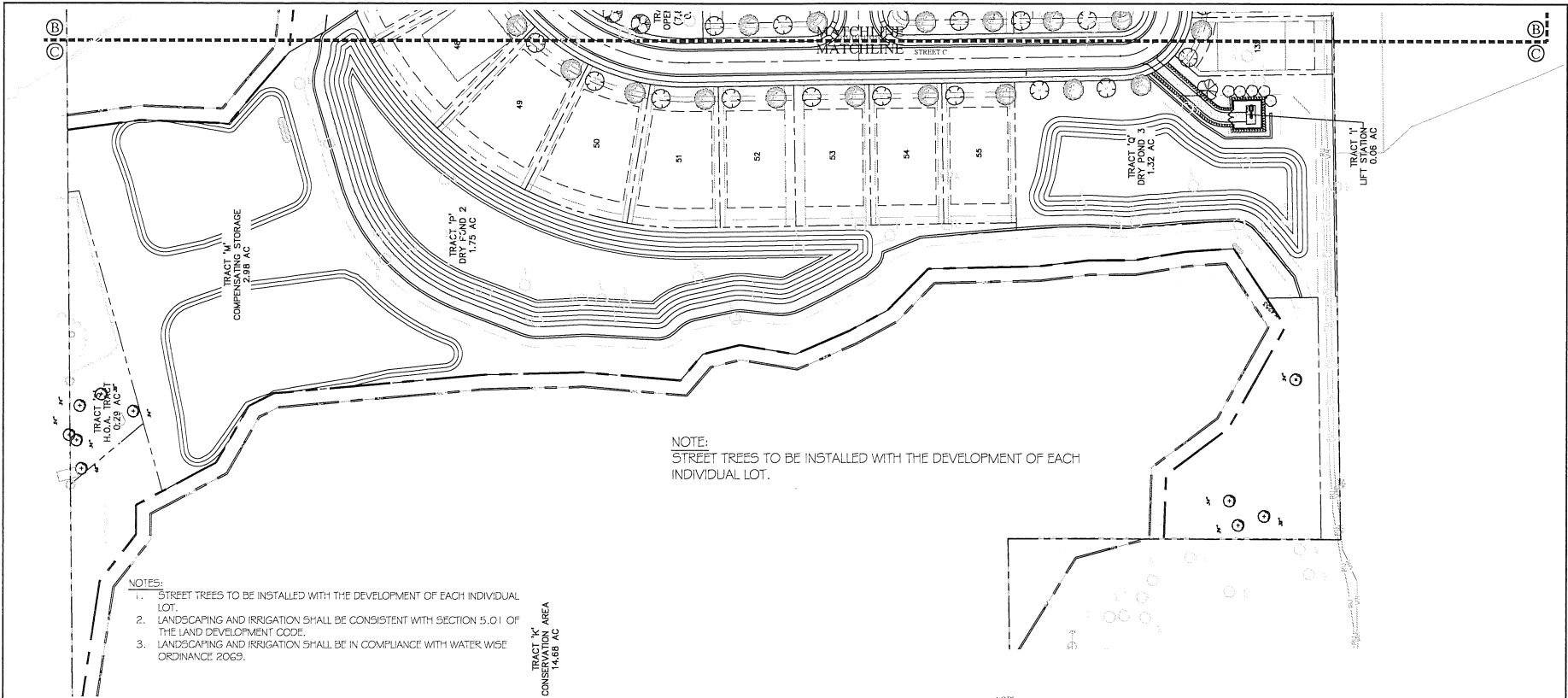
DRAWING TITLE

LANDSCAPE SITE PLAN

DRAWING NUMBER

LS-07

SHEET 41 OF 42



NOTE:
STREET TREES TO BE INSTALLED WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT.

- NOTES:**
1. STREET TREES TO BE INSTALLED WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT.
 2. LANDSCAPING AND IRRIGATION SHALL BE CONSISTENT WITH SECTION 5.01 OF THE LAND DEVELOPMENT CODE.
 3. LANDSCAPING AND IRRIGATION SHALL BE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069.

PLANT SCHEDULE

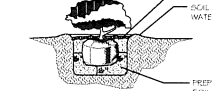
QUANTITY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
DECIDUOUS TREES						
25	Liquidambar styraciflua	Sweet Gum	65 gal	3" DBH	15' HT.	
70	Platanus occidentalis	Bygonia	65 gal	3" DBH	15' HT.	
110	Ulmus parvifolia	Chinese Elm	65 gal	3" DBH	10'-12' HT.	
EVERGREEN TREES						
201	Quercus virginiana	Southern Live Oak	100 gal	4" DBH	15' HT.	
50	Quercus virginiana 'Catherine'	Catherine Live Oak	65 gal	3" DBH	12' HT.	
SHRUBS						
27	Liriodendron tulipifera	Tulip Tree	65 gal	3" DBH	10'-12' HT.	
27	Magnolia grandiflora	Southern Magnolia	65 gal	3" DBH	12' HT.	
10	Magnolia grandiflora 'Magdalen Bracy' TM	Southern Magnolia	65 gal	3" DBH	10'-12' HT.	
GRASSES						
125	Cymbopogon dactyloides	Thyras	3 gal		24"-30" HL. x 24"-30" SW., 30" O.C.	
100	Vilamium coccineum	Water's Valerium	7 gal		30" HL. x 30"-36" SW., 30" O.C.	
130	Muhlenbergia capillaris	Pink Muhly Grass	3 gal		18"-24" HL. x 24"-30" SW., 30" O.C.	

SCD 4 MISC. LANDSCAPE ITEMS
MULCH: Min. Pine Bark Nuggets
SOD: Paspalum notatum Bahia Sod

LANDSCAPE NOTES:

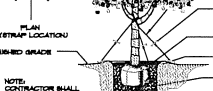
1. ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER, AS SPECIFIED IN NURSERY AND STANDARDS FOR NURSERY PLANTS, PARTS 1 AND 2, BY DIVISION OF PLANT INDUSTRY, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
2. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR OR OWNER'S REPRESENTATIVE, NOT THE LANDSCAPE ARCHITECT, FOR THE NECESSARY SELECTION OF PLANT MATERIAL AND TO ENSURE THE HEALTH AND SAFETY OF ALL PLANTS SELECTED.
3. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES, ORDINANCES AND LOCAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO PERFORM THE WORK.
4. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PREPARE REPORTING ALL DISCREPANCIES AND UNDESIRABLE CONDITIONS (WEEDS, NUTS, DEBRIS, ETC.) TO LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONTRACTOR IS RESPONSIBLE FOR SOIL ANALYSIS PRIOR TO INSTALLATION OF PLANTINGS, AND IS RESPONSIBLE FOR ALL SOIL AMENDMENTS TO CONFORM TO SPECIFICATIONS.
5. ALL TREES ON SITE SHOULD BE INSPECTED ANNUALLY AND AFTER ALL STORM EVENTS TO ENSURE THE HEALTH AND SAFETY OF ALL TREES.
6. THE LANDSCAPE CONTRACTOR SHALL ACQUAINT HIMSELF WITH ALL CITY GRADING AS THEY RELATE TO PAVING SITE GRADING, AND ALL UTILITIES, INCLUDING WATER, SEWER AND ELECTRICAL SUPPLY TO PRECLUDE ANY MISUNDERSTANDING AND ENSURE TROUBLE FREE INSTALLATION. THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, EXISTING UNDERGROUND SPRINGHEADS AND PPE MAY NOT BE INDICATED ON DRAWINGS. THE CONTRACTOR SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT AVOIDANCE OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THESE REPLACEMENT IF DAMAGED BY HIM.
7. ALL PLANTING BEDS SHALL RECEIVE A 3" LAYER (1" OVER ROOTBALL OF MINUS PINE BARK NUGGET MULCH).
8. IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES ON THE PLANT LIST AND THE PLANS, THE PLAN SHALL TAKE PRECEDENT.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTINGS PITS PRIOR TO INSTALLATION.

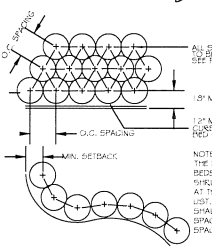


SHRUB DETAIL
Scale: N.T.S.

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTINGS PITS PRIOR TO INSTALLATION.



LARGE TREE DETAIL
Scale: N.T.S.



PLANT SPACING DETAIL
Scale: N.T.S.

NOT FOR CONSTRUCTION

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: [Signature] REG. NO. LA0001764 DATE: 08/22/17



Landscape Designs, LLC

- Landscape Architecture
- Site Planning

4465 Gabriella Lane
Winter Park, FL 32792
PH: (407) 484-3414
FX: (407) 671-1604

PROJECT AND OWNER

LAKE MARSHALL SUBDIVISION PHASE I

City of Apopka
Florida

Applan Engineering, LLC
2221 Lee Road, Suite 17
Winter Park, FL 32789
PH: (407) 860-5858

CONSULTANTS

LANDSCAPE ARCHITECT
CARL J. KELLY JR., RLA

REG.#: 0001764

PROJECT NO. APP01.03
DESIGNED BY CJK
DRAWN BY CJK
CHECKED BY CJK
DATE 08/22/17

ISSUED FOR:
11/29/17 New Tree Survey
02/04/18 Site Changes

DRAWING SCALE

1" = 20' North
SCALE: 1"=50'-0"

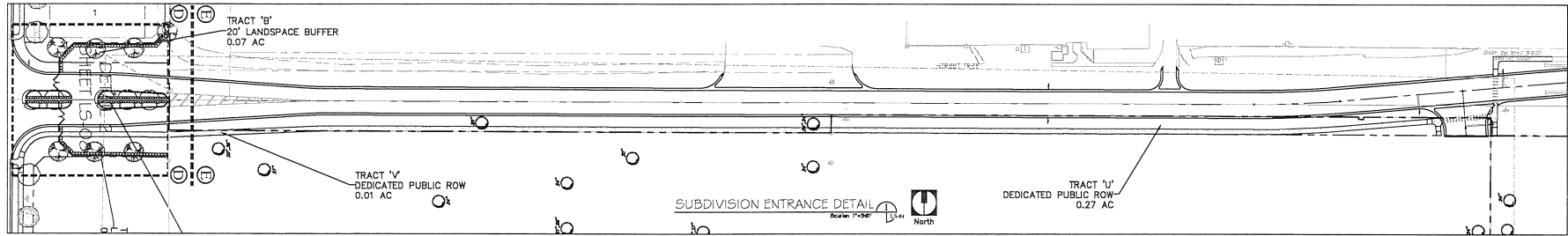
DRAWING TITLE

LANDSCAPE SITE PLAN

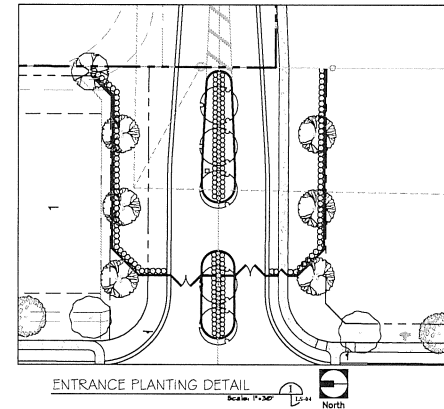
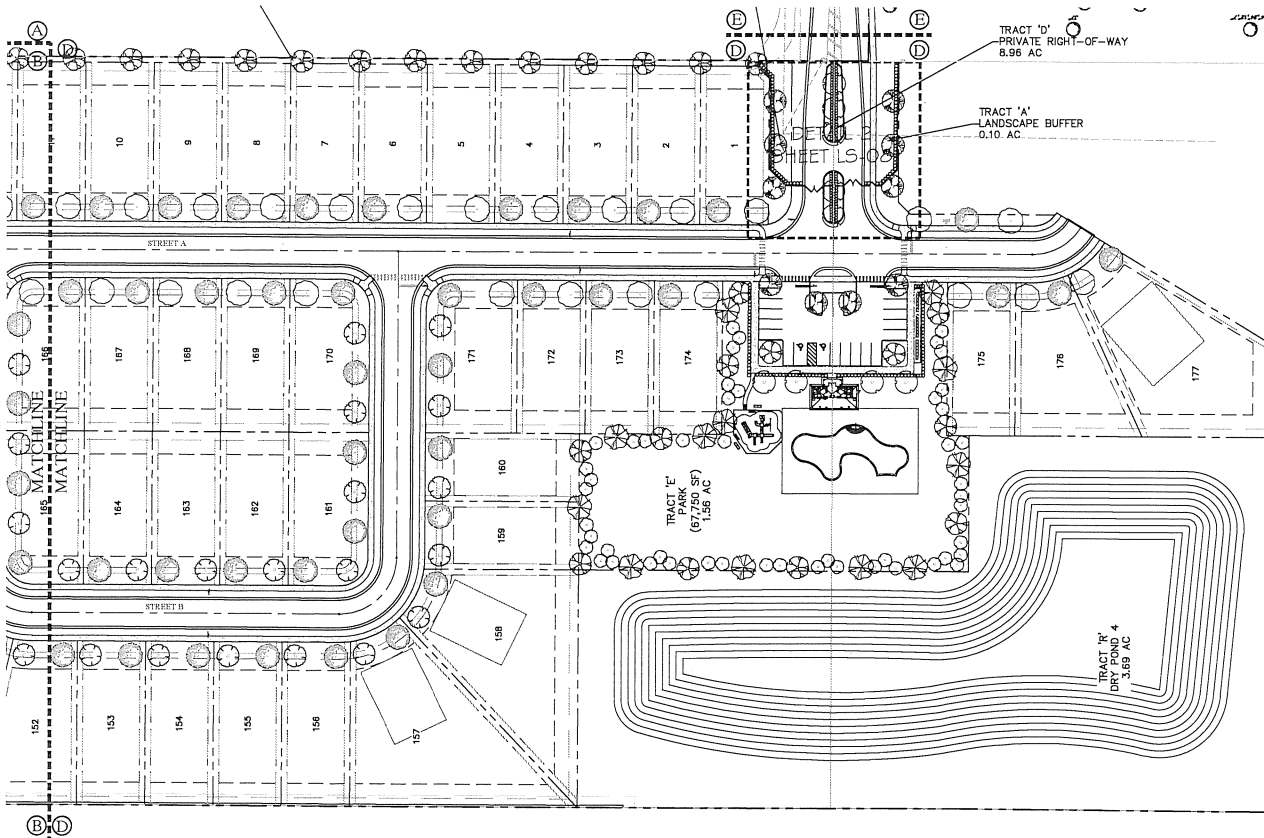
DRAWING NUMBER

LS-08

SHEET 42 OF 42



NOTE:
STREET TREES TO BE INSTALLED WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT.



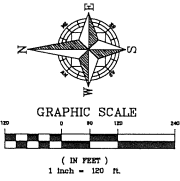
NOT FOR CONSTRUCTION

LANDSCAPE AND IRRIGATION DESIGN
I CERTIFY THAT THE LANDSCAPE AND IRRIGATION DESIGN FOR THIS PROJECT IS IN ACCORDANCE WITH THE CITY OF APOPKA'S ORDINANCE 2006 ADOPTED MAY 21, 2008 WHICH ESTABLISHES WATERWISE LANDSCAPE AND IRRIGATION STANDARDS.

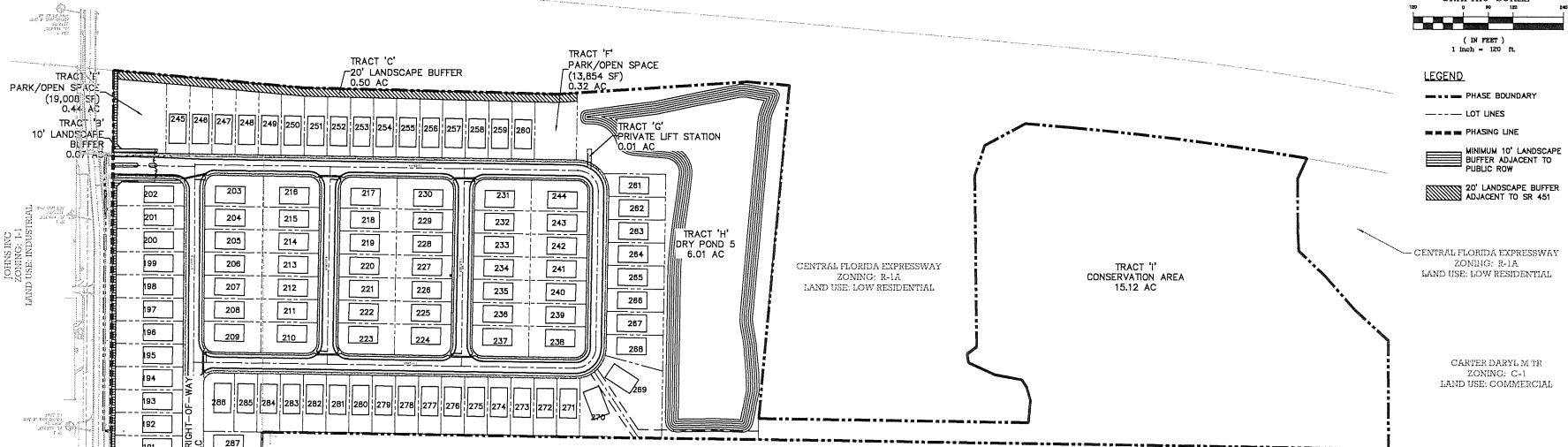
SIGNATURE: [Signature] REG. NO. LA0001764 DATE: 08/22/17

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JOHN H TALTON ENTERPRISES INC
ZONING: I-1
LAND USE: INDUSTRIAL



- LEGEND**
- PHASE BOUNDARY
 - LOT LINES
 - PHASING LINE
 - MINIMUM 10' LANDSCAPE BUFFER ADJACENT TO PUBLIC ROW
 - 20' LANDSCAPE BUFFER ADJACENT TO SR 451



BRECKENRIDGE DEVELOPMENT
SINGLE-FAMILY RESIDENCES
ZONING: PUD
LAND USE: LOW RESIDENTIAL

RECREATION

OVERALL:

POCKET PARKS REQUIRED FOR 298 DWELLING UNITS: 3
76100 UNITS
76100 UNITS
76100 UNITS

REQUIRED ACTIVE AND PASSIVE RECREATION AREAS: 2.81 AC
3.8 AC PER 1,000 PROJECTED POPULATION ON A BASIS OF 2.6 PERSONS PER HOUSEHOLD (0.81 DU X 2.6 PERSONS/DU = 2.12 PERSONS X 2.6 AC / 1,000 PERSONS = 2.81 AC.)

PROVIDED RECREATIONAL AREAS:
PHASE 1 (0.75 AC)
PHASE 2 (0.75 AC)

PHASE 1:

POCKET PARKS REQUIRED FOR 124 DWELLING UNITS: 2
3024 UNITS
76100 UNITS

REQUIRED ACTIVE AND PASSIVE RECREATION AREAS: 1.16 AC
3.4 AC PER 1,000 PROJECTED POPULATION ON A BASIS OF 2.6 PERSONS PER HOUSEHOLD (0.34 DU X 2.6 PERSONS/DU = 0.88 PERSONS X 2.6 AC / 1,000 PERSONS = 1.16 AC.)

PROVIDED RECREATIONAL AREAS:
PHASE 1 (0.41 AC)
PHASE 2 (0.75 AC)

TRACT 'G' PARK/OPEN SPACE
0.41 AC

TRACT 'H' DRY POND
5
6.01 AC

TRACT 'I' RECREATION GREATER THAN REQUIRED
7.55 AC

OPEN SPACE

OVERALL:

PROJECT IMPROVEMENT AREA: 119.81 AC
(TOTAL PROJECT IMPROVEMENT AREAS FOR PHASE 1 AND PHASE 2)

REQUIRED OPEN SPACE (0.04% X 119.81 AC): 35.91 AC

PROVIDED OPEN SPACE:
PHASE 1 (20.91 AC)
PHASE 2 (7.79 AC)

PHASE 1:

DEVELOPABLE AREA: 52.86 AC
(TOTAL PROPERTY AREA - PHASE 1 AREAS)

PROJECT IMPROVEMENT AREA:
(DEVELOPABLE AREA - CONSERVATION AREA)
11.89 AC

REQUIRED OPEN SPACE (0.04% X 36.95 AC): 13.60 AC

PROVIDED OPEN SPACE:
CONSERVATION AREA (MAX 90% OF REQ.)
5.54 AC
DRY RETENTION POND (MAX 90% OF REQ.)
5.54 AC
PARKS / OPEN SPACE
0.75 AC

TRACT 'A' LANDSCAPE BUFFER
0.34 AC

TRACT 'C' LANDSCAPE BUFFER
0.50 AC

TRACT 'F' PARK / OPEN SPACE
(13,854 SF)
0.32 AC

TRACT 'G' PRIVATE LIFT STATION
0.01 AC

TRACT 'H' DRY POND
5
6.01 AC

TRACT 'I' RECREATION GREATER THAN REQUIRED
7.55 AC

SITE DATA:

OCPA - PARCEL ID #: 28-21-08-0000-00-043

TOTAL PARCEL AREA: 11.18 AC

EXISTING FUTURE LAND USE (PLD): MIXED USE

ADJACENT FUTURE LAND USE:

NORTH INDUSTRIAL
SOUTH LOW RESIDENTIAL, MIXED USE
EAST MIXED USE
WEST LOW RESIDENTIAL

EXISTING ZONING: MIXED-EC

PROPOSED ZONING: PUD

ADJACENT ZONING:

NORTH I-1
SOUTH R-1A
EAST I-1
WEST PUD

PROPOSED MINIMUM LOT REQUIREMENTS:

	50' LOTS	60' LOTS
MINIMUM LOT AREA	7,425 SF	8,100 SF
MINIMUM LOT WIDTH	55.0'	60.0'
MINIMUM LOT DEPTH	135.0'	135.0'
MAXIMUM BUILDING HEIGHT	35.0'	35.0'
SETBACKS		
FRONT YARD	25.0'	25.0'
SIDE YARD	7.5.0'	5.0'
REAR YARD	20.0'	20.0'
CORNER SIDE YARD	17.5.0'	15.0'

SITE DATA:

OCPA - PARCEL ID #: 28-21-07-0000-00-074

TOTAL PARCEL AREA: 39.89 AC

EXISTING FUTURE LAND USE (PLD): MIXED USE

ADJACENT FUTURE LAND USE:

NORTH INDUSTRIAL
SOUTH COMMERCIAL
EAST INDUSTRIAL
WEST MIXED USE, LOW RESIDENTIAL

EXISTING ZONING: I-1

PROPOSED ZONING: PUD

ADJACENT ZONING:

NORTH I-1
SOUTH I-1
EAST I-1
WEST I-1, MIXED-EC, PUD

PROPOSED MINIMUM LOT REQUIREMENTS:

	50' LOTS	60' LOTS
MINIMUM LOT AREA	7,425 SF	8,100 SF
MINIMUM LOT WIDTH	55.0'	60.0'
MINIMUM LOT DEPTH	135.0'	135.0'
MAXIMUM BUILDING HEIGHT	35.0'	35.0'
SETBACKS		
FRONT YARD	25.0'	25.0'
SIDE YARD	7.5.0'	5.0'
REAR YARD	20.0'	20.0'
CORNER SIDE YARD	17.5.0'	15.0'

SITE DATA:

OCPA - PARCEL ID #: 28-21-08-0000-00-005

TOTAL PARCEL AREA: 103.11 AC

TOTAL AREA INCLUDED WITHIN THIS PHASE: 1.59 AC

EXISTING FUTURE LAND USE (PLD): LOW RESIDENTIAL

ADJACENT FUTURE LAND USE:

NORTH LOW RESIDENTIAL
SOUTH LOW RESIDENTIAL
EAST INDUSTRIAL, MIXED USE
WEST LOW RESIDENTIAL

EXISTING ZONING: PUD

PROPOSED ZONING: PUD

ADJACENT ZONING:

NORTH R-3
SOUTH PUD
EAST I-1, MIXED-EC
WEST PUD, R-1A, R-2

PROPOSED MINIMUM LOT REQUIREMENTS:

	50' LOTS	60' LOTS
MINIMUM LOT AREA	8,100 SF	8,100 SF
MINIMUM LOT WIDTH	60.0'	60.0'
MINIMUM LOT DEPTH	135.0'	135.0'
MAXIMUM BUILDING HEIGHT	35.0'	35.0'
SETBACKS		
FRONT YARD	25.0'	25.0'
SIDE YARD	2.5.0'	2.5.0'
REAR YARD	20.0'	20.0'
CORNER SIDE YARD	15.0'	15.0'

OVERALL SITE DATA:

OCPA - PARCEL ID #: 28-21-08-0000-00-005
28-21-08-0000-00-043
28-21-07-0000-00-074

TOTAL PROPERTY AREA: 154.19 AC

PHASE 2 PROJECT IMPROVEMENT AREA: 34.45 AC

PHASE 2 CONSERVATION AREA: 15.12 AC

PHASE 1 DEVELOPMENT AREA: 22.85 AC

PHASE 1 CONSERVATION AREA: 18.97 AC

PHASE 1 DEDICATED PUBLIC RIGHT-OF-WAY AREA: 0.20 AC

CIVIL ENGINEERING & LAND PLANNING
APPIAN ENGINEERING LLC.
APPROVAL NO. 4079501088
2021 Lake Road, Suite 10, Wynona Park, Phoenix, AZ 85086
PHOENIX, AZ
DATE: 7/13/2017

MASTER PLAN
PUD MASTER PLAN/PDP
LAKE MARSHALL SUBDIVISION - PHASE 2
CITY OF APOPKA, FLORIDA

SCALE: 1" = 120'
PROJECT: ROY-001
SHEET: C2.1
DATE: 7/13/2017



SHEET 8 OF 41
NOT FOR CONSTRUCTION

LAKE MARSHALL PHASE 2 MASTER PLAN DEVELOPMENT STANDARDS

A. Design Standards

1. LOT CRITERIA:

Description	Single-Family Detached 60' Lot	Single-Family Detached 55' Lot
Lot Setbacks ⁽¹⁾		
Front Porch ⁽²⁾	15'	15'
Front	25'	25'
Rear	20'	20'
Side	5'	7.5'
Side Corner	15'	N/A
Garage	25' ⁽⁵⁾	25' ⁽⁵⁾
Accessory Structure Rear	5'	5'
Lot Dimensions		
Min. Average Lot Area	8,100 SF	7,425 SF
Min. Lot Width	60' ⁽³⁾	55' ⁽⁴⁾
Min. Lot Depth	135'	135'
Max. Lot Coverage	75%	75%
Max. Building Height	35'/2 Stories	35'/2 Stories
Min. Living Area	1,600 SF	1,600 SF

(1) See Sheet C3.6 for depiction of conceptual typical site plans.

(2) Front porch setback as allowed per City of Apopka Development Design Guidelines 3.2.1.

(3) Minimum lot width may be reduced to 40' around curves so long as lot width at the building line is 60' minimum.

(4) Minimum lot width may be reduced to 35' around curves so long as lot width at the building line is 55' minimum.

(5) A deviation from the City of Apopka's requirement of a 30' garage setback is hereby requested.

B. Architectural, Buildings, and Accessory Structures

1. Architectural design shall meet the intent of City of Apopka Development Design Guidelines or unless otherwise stated.
2. All lots shall have detached single family homes.
3. Each individual single-family home shall have a minimum of two (2) bedrooms.
4. All lots shall have attached minimum two (2) car garages.
5. A deviation from the City of Apopka Development Design Guidelines is hereby requested to allow for side-entry, flush, recessed, and protruding garage styles throughout the Lake Marshall Subdivision.
6. Mail delivery for all lots within both phases of the Lake Marshall Subdivision shall occur at mail kiosk with cluster mailbox units. Approval from the Postmaster of the mail kiosks and their location shall be submitted prior to approval of the Final Development Plan.
7. AC condenser units & similar equipment placed in the side yard area shall be screened with landscaping or opaque fencing.
8. Storage sheds or similar storage facilities shall not be allowed.
9. Swimming pools shall be allowed on all lots.

- a) Swimming Pools must be in-ground type. Above Ground Pools are prohibited.
 - b) Swimming pools and decks are prohibited from projecting beyond the side wall facade.
10. Screen enclosures over swimming pools and their respective deck area with non-metal or non-vinyl roofs shall be allowed.
- a) Screening shall be dark mesh. Opaque, semi-opaque or clear panels on the walls or roofs are prohibited.
11. Screen enclosures with metal, vinyl, or screen mesh roofs over non-swimming pool decks are prohibited.
12. Architectural Design Standards:
- a) Architectural styles shall be determined prior to Final Development Plan approval, and these shall meet the intent of to the City of Apopka's Development Design Guidelines except as noted on these Development Standards. Modification or replacement of the exterior elevations can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
 - b) A deviation from the City of Apopka Development Design Guidelines is hereby requested for all 60' lots with 50' wide homes to allow for the garage to cover a maximum of 60% of the length of the front primary façade only in the case a three (3) car garage is selected by the homebuyer.
 - c) Front facade materials such as cultured stone veneer, stucco, & fiber cement siding shall be utilized to be consistent with the applicable Architectural Style.
 - d) Minimum roof pitch over the main house and garage shall be 5/12. Roof pitch over porches shall be a minimum of 4/12.
 - e) 30-year asphalt shingle shall be installed on all roofs. 3-tab shingles are prohibited. Single shingle color shall be used for uniformity throughout the community.
 - f) Aluminum fascia and soffit shall be standard for all houses. Single Fascia and soffit color shall be used for uniformity throughout the community.
 - g) Trim around windows and doors shall be painted a different color from the body of the house. Doors may be painted either the same as the trim or separate accent color.
 - h) Pavers shall be installed in front yard driveways and lead walks.
13. Front Building Entrance Elevation Design Standards:
- a) Front porches & porticos at grade level.
 - b) Identical model plan type shall not be constructed on neighboring lots who share a side yard property boundary line without a different elevation style type.
 - c) Identical exterior paint schemes shall not be applied on neighboring lots who share a side yard property boundary line.
 - d) Modification or replacement of the exterior elevations can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
14. Rear Elevation Design Standards:
- a) Large expanses of solid wall shall be avoided thru use of windows, wall features, or wall / roof jogs.
 - b) Window grid patterns and window banding & trim shall match front elevation windows.
 - c) Identical exterior paint schemes shall not be applied on neighboring lots who share a side yard property boundary line
 - d) Modification or replacement of the exterior elevation can be approved by the Community Development Director if such changes represent equivalent architectural value. Substantial deviations from architectural rendering must be approved by City Council.
15. Mail Kiosk Elevation Design Standards:

- a) Elevation shall be compatible with the architectural elevation styles of the homes & mail kiosk within the community.
16. Individual Lot Front & Rear Yard Fencing Standards:
- a) Maximum height of a fence shall be 6'-0" above final grade. When abutting a common area wall, the fence height shall taper to the height of the wall across a horizontal distance no less than 8'-0".
 - b) Rear yard fences shall not project more than five feet (5') beyond rear side wall building corner.

C. Utilities and Infrastructure

1. Water service shall be provided by the City of Apopka. The water system shall be designed to City standards.
2. Reclaim water service shall be provided by the City of Apopka. The reclaim water system shall be designed to City standards.
3. Stormwater management system shall be designed to comply with the design standards of this Master Plan and the St. Johns River Water Management District.
4. A final drainage report and soils report will be submitted with the Final Development Plan.
5. Sanitary service shall be provided by the City of Apopka. The sanitary system shall be designed to City of Apopka standards.
6. Utility easements shall be dedicated to the City of Apopka.
7. Drainage easements to be dedicated to the Home Owners' Association unless otherwise required by the City of Apopka.
8. All stormwater and utility pipes may be moved to save existing trees in the right-of-way. Any change in the location of these pipes will be shown on the Final Development Plan.
9. On-site streets are to be constructed per City of Apopka standards.
10. Stabilized access roadways and fire hydrants must be in place before building construction may begin.
11. Solid waste collection and public safety (police and fire) provided by the City of Apopka.
12. The internal street right-of-way is to be private.
13. Five-foot (5') wide sidewalks are to be constructed adjacent to internal roads throughout the entire project in compliance with the City of Apopka Land Development Code. Sidewalk alignment may be adjusted at final development plan to preserve existing trees.
14. Garages shall be accessed from the adjacent public right-of-way at the front of the lot for all lots.
15. Power service within the development shall be underground. No overhead service will be allowed.
16. Vehicular, Pedestrian and Accent lighting shall substantially conform the Section 3.10 – Lighting of the City of Apopka Development Design Guidelines.
17. Based upon the Lake Marshall Subdivision Phase 1 and Phase 2 total daily trip generation of 2,896 vehicles, the provision of one southbound deceleration lane on Bradshaw Road and one eastbound left turn lane on John's Road at the intersection of John's Road and Bradshaw Road to the east of the development are warranted. These are in addition to the northbound deceleration lane on Bradshaw Road warranted prior to the completion of the 87th residential unit within the entire Lake Marshall Subdivision.

D. Recreation and Open Space

1. Required project open space shall be a minimum of 30% of the developed site area in accordance with City of Apopka LDC Section 2.02.18(D)(19).
2. Required project recreation shall be provided at a rate of 3.6 acres per 1,000 population with 2.6 population per dwelling unit.

3. All parks and open space within the limits of Phase 1 of the Lake Marshall Subdivision shall be accessible to and account towards required recreation and open space areas for Phase 2 per the Lake Marshall Subdivision Phase 1 Planned Unit Development Master Plan/Preliminary Development Plan.
4. Tracts E and F will incorporate pedestrian circulation, benches, and open play areas. Specific park site plans and amenities/equipment shall be provided with the Final Development Plan.

E. Buffers and Landscaping

1. A twenty-foot (20') densely vegetated/landscaped tract will be provided along the rear of Lots 242-257 and Tracts 'E' and 'F' to provide buffering from the adjacent SR 451 right-of-way. This tract shall be dedicated to and maintained by the H.O.A. The design of this buffer tract shall generally follow the landscape design appearing on sheets LS-02 and LS-04 of the Master Plan/Preliminary Development Plan.
2. A minimum ten-foot (10') wide buffer tract for landscaping will be provided along the rear of lots 175-199 to provide buffering from the Johns Road right-of-way. This tract shall be dedicated to and maintained by the H.O.A. The design of this buffer shall generally follow the landscape design appearing on sheets LS-01, LS-02, LS-04, and LS-05 of the Master Plan/Preliminary Development Plan.
3. Main access for Phase 2 will be through the Main Entrance located within the Phase 1 limits of the Lake Marshall Subdivision.
4. Entrance provided within the Phase 2 limits is to be a secondary, resident-only access, which will also be accessible to Phase 1 of the Lake Marshall Subdivision.
5. Entrance feature and community sign details will be provided with the Final Development Plan.
6. Final landscape plans for the buffer areas along the proposed main entrance at John's Road will be provided with the Final Development Plan.
7. Tree Planting Conditions. Minimum of three (3) new trees shall be planted per 55' and 60' residential lot. The new trees shall be a minimum of three inches (3") DBH at the time of planting and shall count toward the overall number of required tree replacement inches, if any.
8. Tree Protection Plan - The Final Development Plan shall include tree protection techniques to prevent harm to any trees designate to be preserved or encroachment into protected natural areas, including but not limited to tree barricades, silt fencing or other similar techniques accepted by the City Engineer.

F. Maintenance and Plat

1. The Lake Marshall Home Owners' Association will maintain common areas, fences/walls, and landscaping within the front and corner yards of all lots. The HOA shall also be responsible for maintenance of streets, street lighting, and stormwater collection systems within the right-of-way and drainage easements within the Lake Marshall Subdivision.
2. The Final Development Plan shall include the plat document, and the plat shall be in final form.

G. Wetlands and Environmental

1. There is one wetland area onsite. It is entirely located within the Tract 'I' Conservation Area.
2. There are no areas within a FEMA floodplain onsite.
3. An erosion control plan will be submitted with the Final Development Plan.

4. Tree removal, tree replacement, and landscaping shall comply with Water Wise Ordinance 2069 and shall be consistent 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 lot or issuance of building permit. Placement of the house shall preserve existing trees to the greatest extent practical. Plot plan for each lot shall illustrate tree locations as presented within the PUD Master Plan\ Preliminary Development Plan.

H. Development Condition Continuity

The PUD Development Standards shall be printed within the PUD Master Plan and the Final Development Plan.

I. Signage

Signage shall comply with Article 8 of the City of Apopka Land Development Code and with the City of Apopka Development Design Guidelines.

J. Lighting

Lighting shall comply with the City of Apopka's City Ordinance No. 2069 and Section 3.10 of the City of Apopka Development Design Guidelines. Street and parking area or pedestrian path light poles shall be decorative type. Details will be provided with the Final Development Plan.

L. Miscellaneous

1. Any existing septic tanks or wells shall be properly abandoned prior to earthwork or construction. Permits shall be applied for and issued by the appropriate agencies.
2. All acreages are subject to change with final engineering and final plat review and approval.



Landscape Designs, LLC

- Landscape Architecture
- Site Planning

4465 Gabriella Lane
Winter Park, FL 32792
PH: (407) 484-3414
FX: (407) 671-1604

PROJECT AND OWNER

LAKE MARSHALL SUBDIVISION PHASE II

City of Apopka Florida

Applan Engineering, LLC
2221 Lee Road, Suite 17
Winter Park, FL 32789
PH: (407) 560-5656

CONSULTANTS

LANDSCAPE ARCHITECT
CARL J. KELLY JR., RLA

REG.#: 0001764

PROJECT NO. APP01.03
DESIGNED BY CJK
DRAWN BY CJK
CHECKED BY CJK
DATE 08/22/17

ISSUED FOR:
11/28/17 New Tree Survey

DRAWING SCALE

1"=50'-0"
0 FT 25 50 North

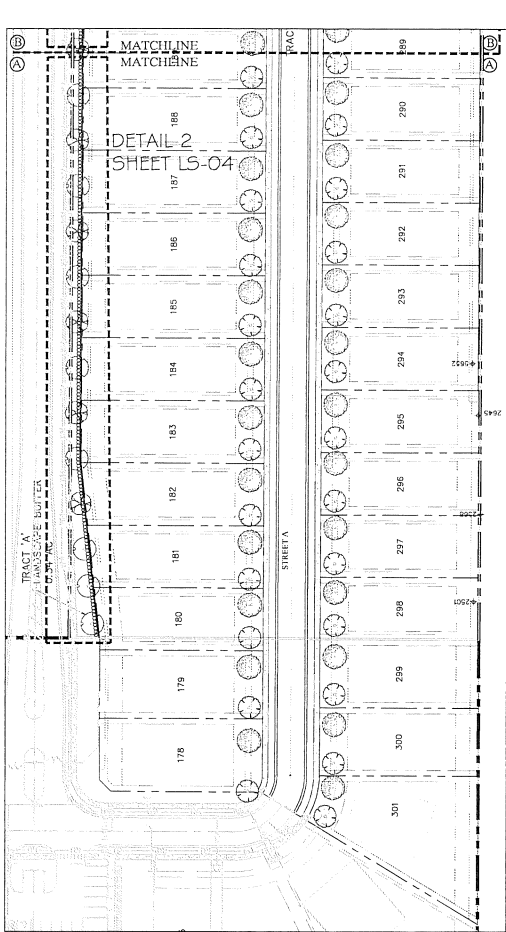
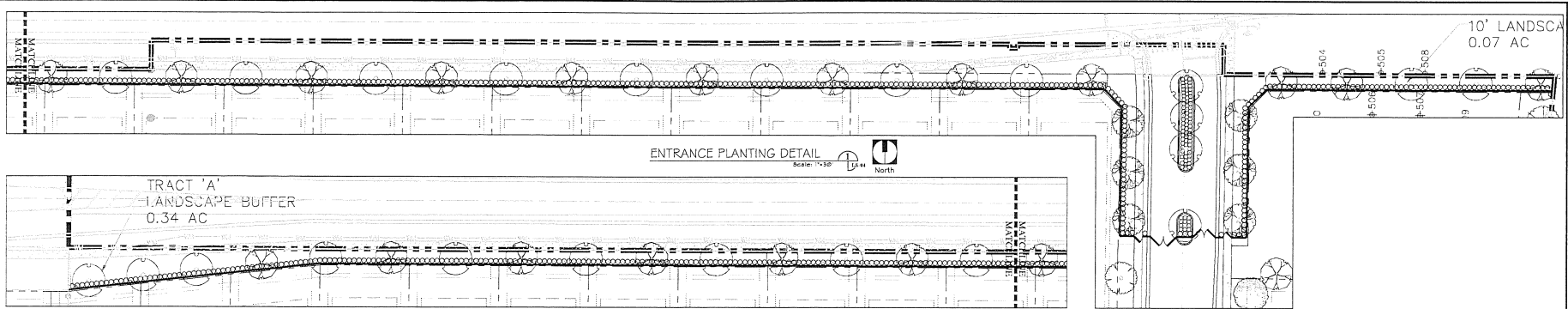
DRAWING TITLE

LANDSCAPE SITE PLAN

DRAWING NUMBER

LS-04

SHEET **39** OF **41**



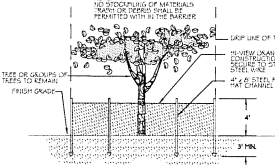
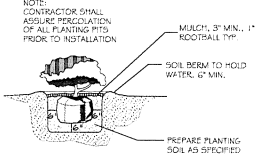
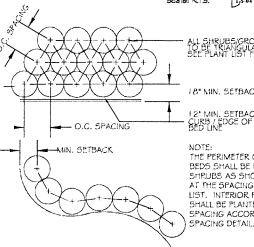
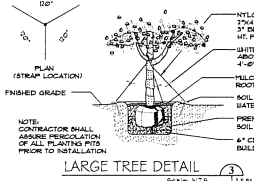
ENTRANCE PLANTING DETAIL Scale: 1"=30' 1/8" North

LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS SPECIFIED IN "GRADES AND STANDARDS FOR NURSERY PLANTS," PARTS 1 AND 2, BY DIVISION OF PLANT INDUSTRY, FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, AND SHALL CONFORM TO CURRENT AMERICAN ASSOCIATION OF NURSERMEN STANDARDS FOR NURSERY STOCK, LATEST EDITION.
- IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR OR OWNERS REPRESENTATIVE, NOT THE LANDSCAPE ARCHITECT, FOR THE NURSERY SELECTION OF PLANT MATERIAL AND TO ENSURE THE HEALTH AND SAFETY OF ALL PLANTS SELECTED.
- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE BUILDING CODES, ORDINANCES AND LOCAL REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO PERFORM THE WORK.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ALL DISCREPANCIES AND IMPROPER CONDITIONS (WEEDS, MULCH DEBRIS, ETC.) TO LANDSCAPE ARCHITECT PRIOR TO BIDDING. CONTRACTOR IS RESPONSIBLE FOR SOIL ANALYSIS PRIOR TO INSTALLATION OF PLANTINGS, AND IS RESPONSIBLE FOR ALL SOIL AMENDMENTS TO CONFORM TO SPECIFICATIONS.
- ALL TREES ON SITE SHOULD BE INSPECTED ANNUALLY AND AFTER ALL STORM EVENTS TO ENSURE THE HEALTH AND SAFETY OF ALL TREES.
- THE LANDSCAPE CONTRACTOR SHALL ACQUAINT HIMSELF WITH ALL CIVIL DRAWING AS THEY RELATE TO PAVING, SITE GRADING, AND ALL UTILITIES, INCLUDING WATER, SEWER AND ELECTRICAL SUPPLY TO PRECLUDE ANY CONFLICTS AND ENSURE PROPER TREE INSTALLATION, THE EXACT LOCATION OF ALL EXISTING STRUCTURES, UNDERGROUND UTILITIES, EXISTING UNDERGROUND SPRINKLERS AND PIPES MAY NOT BE INDICATED ON DRAWINGS. THE CONTRACTOR SHALL CONDUCT HIS WORK IN A MANNER TO PREVENT INTERFERENCE OR DAMAGE TO EXISTING SYSTEMS WHICH MUST REMAIN OPERATIONAL. THE CONTRACTOR SHALL PROTECT UTILITY SERVICES WHICH MUST REMAIN OPERATIONAL AND SHALL BE RESPONSIBLE FOR THEIR REPLACEMENT IF DAMAGED BY HIM.
- ALL PLANTING BEDS SHALL RECEIVE A 3" LAYER (1" OVER ROOTBALL) OF MIXED FINE SAND, NUGGET MULCH.
- IN THE EVENT OF A CONFLICT BETWEEN QUANTITIES ON THE PLANT LIST AND THE PLANS, THE PLAN SHALL TAKE PRECEDENCE.

PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
	13	Liquidambar styraciflua	Sweet Gum	65 gal	3" DBH	15' HT.	
	70	Platanus occidentalis	Sycamore	65 gal	3" DBH	15' HT.	
	11	Taxodium distichum	Bald Cypress	65 gal	3" DBH	15' HT.	
	32	Ulmus sp. novus	Chinese Elm	65 gal	3" DBH	10'-12' HT.	
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
	147	Quercus virginiana	Southern Live Oak	100 gal	4" DBH	15' HT.	
	34	Quercus virginiana "High Rise"	High Rise Live Oak	65 gal	3" DBH	12' HT.	
FLOWERING TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE	REMARKS
	9	Lonicera bloomeri	Tulip Tree	65 gal	3" DBH	10'-12' HT.	
	77	Magnolia grandiflora	Southern Magnolia	65 gal	3" DBH	12' HT.	
	23	Magnolia grandiflora "Majesty Beauty" TM	Southern Magnolia	65 gal	3" DBH	10'-12' HT.	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELDS	FIELDS	REMARKS
	473	Peperomia sp.	Pineapple Guava	3 gal			30" ht. x 24"-30" wid., 36" O.C.
	75	Galphimia glabra	Thyris	3 gal			24"-30" ht. x 24"-30" wid., 36" O.C.
	1	Ligustrum japonicum	Japanese Privet	3 gal			24" ht. x 24"-30" wid., 30" O.C.
	26	Viburnum coccineum	Water's Viburnum	3 gal			24" ht. x 24"-30" wid., 30" O.C.
	79	Muhlenbergia caerulea	Pink Muhly Grass	3 gal			18"-24" ht. x 24"-30" wid., 30" O.C.
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FIELDS	FIELDS	REMARKS
MISC. ITEMS	QTY	DESCRIPTION	REMARKS				
		Mulch	Min. Fine Bark Nuggets				
		SOD	Paspalum notatum/Bama Sod				



NOTES:

- STREET TREES TO BE INSTALLED WITH THE DEVELOPMENT OF EACH INDIVIDUAL LOT.
- LANDSCAPING AND IRRIGATION SHALL BE CONSISTENT WITH SECTION 5.01 OF THE LAND DEVELOPMENT CODE.
- LANDSCAPING AND IRRIGATION SHALL BE IN COMPLIANCE WITH WATER WISE ORDINANCE 2069.
- IRRIGATION PLANS SHALL BE PROVIDED AT FINAL DEVELOPMENT PLAN SUBMITTAL.

NOT FOR CONSTRUCTION

LANDSCAPE AND 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: [Signature] REG. NO. LA0001764 DATE: 08/22/17

